



EAGLE MOUNTAIN CITY COUNCIL MEETING

July 5, 2023, 5:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

PLEASE NOTE THE SPECIAL START TIME

5:00 P.M. POLICY SESSION - COUNCIL CHAMBERS

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. POLE CANYON/FIREFLY**

- 3.A [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon \(AKA Firefly\) Master Development Plan.](#)

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed applications include an amendment to the Pole Canyon Master Development Plan and an Amended and Restated Master Development Agreement. The project is located on approximately 2,786 acres in portions of Utah County Sections 16 through 21, lying generally in the southwest area of the City. This item was tabled at the June 20, 2023 City Council meeting.

[ORD--Pole Canyon MDP Amendment #1 \(Firefly\)](#)

[Land Use Master Plan](#)

[ARMDA Redlines as of 06.29.23](#)

[Exhibit C - Community Plan](#)

[Exhibit H - Parks A, C, and White Hills Plans](#)

[Exhibit J - Technical Guidelines](#)

[Exhibit M - Land Use Distribution](#)

[Pole Canyon vs Firefly](#)

[Summary of Updates to Firefly as of 06.13.23](#)

- 3.B [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Amended and Restated Pole Canyon Master Development Agreement, Now Known as Firefly.](#)

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* This item was presented and tabled at the June 20, 2023 City Council meeting.

ORD--Amended and Restated Pole Canyon MDA (Firefly)

- 3.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Providing for the Creation of the Firefly Public Infrastructure Districts Numbers 1 through 10 as Independent Districts; Authorizing and Approving a Governing Document and Interlocal Agreement; Approving of an Annexation Area; Appointing Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed resolution relates to the creation of ten public infrastructure districts in the Firefly Master Development Area. This item was tabled at the June 20, 2023 City Council meeting.

RES--Firefly Public Infrastructure Districts - Updated 07.03.2023

RES--Firefly Public Infrastructure Districts

Firefly PID No. 1 Governing Document - Updated 07.03.2023

Firefly PID No. 1 Governing Document

Final Local Entity Plats

Initial PID Boundaries & Annexation Area

Petition for the Creation of Firefly PIDs 1 - 10

- 3.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Interlocal Cooperation Agreement between Eagle Mountain City and Pole Canyon Local District.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed First Amendment to the Interlocal Cooperation Agreement between Pole Canyon Local District and Eagle Mountain City is being presented to address concerns that the Council raised during the June 20, 2023, City Council meeting discussion regarding the Public Infrastructure Districts that the Firefly development is proposing to create.

RES--Interlocal Agreement with Pole Canyon Local District

First Amendment to ILA - Pole Canyon District and EMC

4. **ADJOURNMENT**

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 29th day of June, 2023, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 5, 2023**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan.		
ITEM TYPE:	Amended Master Development Plan & Amended Master Development Agreement		
FISCAL IMPACT:			
APPLICANT:	Oquirrh Wood Ranch et al & DAI as developer(s) -- with Nate Shipp, David Vitek & Heather Upshaw representing		
GENERAL PLAN DESIGNATION Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial	CURRENT ZONE Residential per adopted 2010 Master Development Agreement	ACREAGE 2,786 per Applicant	COMMUNITY Firefly (formerly "Pole Canyon")

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Planning Manager

RECOMMENDATION:

Staff recommends that the City Council consider approving the proposed applications -- unless Council deems that further deliberation on major, outstanding ARMDA and Community Plan issues/topics is yet required.

BACKGROUND:

On January 19, 2010, a Master Development Agreement (MDA) for the Pole Canyon project became effective. The Agreement memorialized annexation of 2,764.51 acres of land per the legal description associated with the annexation petition. The Agreement further recorded commitments entered into between the City and developer (PCIG) respecting the development and build-out of the Pole Canyon project. Three amendments to the MDA have also been approved since that date.

The project's original Development Agreement with the City contains a "Land Use Element Exhibit 2". It references 18 residential

planning areas or pods (1,984.32 acres), five commercial areas (186.86 acres), and three industrial pods (451.36 acres). Between the residential areas and one of the commercial sections, the total maximum residential unit count approved for development in Pole Canyon tallied 9,659 units -- a number that is still vested.

The 2010 MDA recognized that at least 178 acres of open space would be required in Pole Canyon. One hundred of those acres were assumed to be derived from the donation of the Boy Scouts of America land that is positioned on the northwest corner of the development. Matters addressed by the Agreement and subsequent amendments included, in part, the approval process for build-out of Pole Canyon, infrastructure improvements, a traffic study, existing agricultural uses, etc.

About a year ago, the applicant approached the City with the concept plans for a re-envisioned development. The re-imagined project contemplated revising the existing Master Development Plan and Agreements to substantially improve its design/layout. Per the applicant, the newly imagined development community now called "Firefly" has "a purpose driven mission of creating a community which allows children to maximize their potential while minimizing their use of electronic devices, social media, and gaming." The revision effort has resulted in submittal of an application package [Amended and Re-Stated Master Development Plan and Agreement (ARMDA)] that seeks to replace the previously approved entitlements.

Legal counsel has been analyzing the proposed Firefly applications for a while now. Staff has reviewed the applicants' materials -- as relating mostly to planning and zoning matters -- and provided comments to the City Planning Commission and now presents this summary report to City Council. Generally, Staff supports the general aspects of the proposed changes to the master development plan (shifting of density to the east, focus on outdoor recreation and trail system, regional park, industrial park, and more creative housing and neighborhood designs, etc.).

On January 10, 2023, the Planning Commission heard this matter and tabled the same until the 24th to allow further review time of the application package and report materials. On January 24th, the Planning Commission voted to recommend to the City Council that

the applications be approved with conditions as noted in the Planning Commission Action/Recommendation section hereafter. Refinement to plans and developer's presentation have since ensued; the attached plans are the most current provided by the Applicant/developer(s) team.

April 18th saw another delay as the item was again postponed. Since then, additional work has been done on the ARMDA and master plan with various small group meetings being a part of the work effort.

June 20th brought the item back to Council and resultant discussions triggered a special Council meeting for July 5th to refine details in the proposed MDA etc.

June 29th; Applicant provided revised documents hereto attached as part of their application package.

ITEMS FOR CONSIDERATION:

The January 09, 2010 [original] Development Agreement and three subsequent amendments may be [found here](#) for comparison.

Council, matters that you might wish to review and/or take note of include, but are not limited to, [still] the following:

1. The Applicant already has an existing Development Agreement vested on, or against, the property; and,
2. The property's zoning of "Residential" [no longer "on the books"] will still be assigned to the land even if the Master Development Plan and Agreement Amendment requests are approved. Incidentally, Staff has (as time permits) started procuring examples of planned [unit] development standards that are used when reviewing non-traditional, "cookie cutter" type plan layouts with their, often desired, zoning exception treatments; and,
3. The project contemplates 154.40 acres of commercial land and 494.84 acres of industrial ground. Regarding residential use of the property, the Applicant is entitled to 9,659 residential dwelling units on, or within, the 2,764.51-acre property and is proposing the same be positioned in 13 planning areas yielding a spread average of 3.47 du/a (dwelling units per acre); and,

4. The proposed, Amended Development Agreement acknowledges vested residential density, recognizes that it is a theoretical cap but also precludes losing density via any ordinance or other action implemented, or taken, by the City (e.g., a code change) following the date of its passage; and,

5. The new Community Plan for Firefly contemplates the movement of 1,639 homes from the west side of SR-73 to the east side. The Applicant believes this shift will provide "...a better, and well thought out disbursement of [residential] density...".

6. Housing within the Project envisions a mixture of detached housing, twin-homes, townhomes, condominiums, apartments, shared drive housing and units combined with, or in, some commercial buildings; and,

7. The Applicant is asking for some setback relief (e.g., 5' sides) with some homes. It should be noted that the Applicants intend "on using curvilinear design in many areas which while having a minimum 5' setback, there will often be greater separation between homes. See page 4-09 of [the] community plan." However, the number of homes being proposed to have 5' sides has been reduced in number from what is shown in 4-09 since they made their exception request. For those houses affected, please note that the old (2005) "Residential" Zone (no longer in the City's code) assigned to the property per the original Master Development Agreement recognized four "tiers" of residential development therein -- each with succeeding densities and lot configuration rules. As far as the tiers and their respective single-family detached controls, please note as follows:

Tier I standards were associated with minimum 1/2 acre lots. They mandated that side setbacks be not less than 12' on one side and 18' on the other -- unless approved otherwise by the Planning Director [10% deviation allowed] due to mitigating circumstances (e.g., slope issues, etc.). Minimum required street frontages for building lots containing detached homes was required to be at least 125' unless on a cul-de-sac.

Tier II standards were associated with smaller than 1/2 acre lots (size not defined -- just density per acre allowed). Side setbacks were set at 5' on one side and 10' on the other. Lot frontage was set at 55'

unless a property abutted a cul-de-sac.

Tier III standards were silent on minimum lot size and minimum street frontage but allowed even higher densities than Tier II. The minimum side setbacks for building lots was to be the same as Tier II (5'/10'). A minimum building separation standard was also provided.

Tier IV standards followed suit with Tiers II and III allowing yet greater density in a project. No minimum setbacks or frontages were stated (only building separations).

Tier II is the most comparable to what is proposed in the majority of Lower Hidden Valley's neighborhood planning areas for detached housing product construction.

8. Per the proposed, amended Agreement the Applicant (developer) intends to provide 420+ acres of improved open space (mix of parks, trails and open land) within the project. More specifically, the Project is intended to feature (quoting from a statement from the Applicant's team):

"A contiguous trail system [that] will connect the furthest southeast corner of the property to the very northwest corner. Nearly all neighborhoods will have trails [some horse] that will connect to the main trail system providing a truly walkable community."

"Pocket parks in NPAs [neighborhood planning areas] have been combined to provide larger parks which will allow for greater programming and maintenance efficiencies. There may still be some periodic HOA controlled pocket parks."

"Three initially planned parks or amenity areas have a wide range of activities programmed." Examples suggested by the Applicant include: A tournament style multi-sports field, pickleball and basketball courts, a park with skateboard and pump track, traditional playgrounds, climbing walls, NICA high school/mountain bike course, downhill mountain bike facility, amphitheater(s), roadway underpass (SR-73) for safe walking between parks, indoor/outdoor playground with amusement park style play areas (HOA maintained), large-scale splash pad for Firefly residents, hiking trails, mountain bike trails, equestrian trails, community campground open to Firefly and Eagle Mountain City residents (HOA managed), agricultural and

equestrian "area" and a 4H/FFA/high school rodeo practice area.

9. If the Amendment package is approved, future subdivision development will be reviewed, as proposed, the processes in City code with some adjustments as per the current Exhibit E rendition provided by the Applicant -- versus a prior version of Exhibit E that was an "on again-off again" proposition; and,

10. The design guidelines for the project's housing are to be adopted by reference in the proposed Amended/Re-Stated Development Agreement and will expectedly appear within CCRs (covenants, conditions and restrictions). The City should cause that any conflicting standards default to City standards -- save single and two-family architectural standards; and,

11. Firefly also will incorporate areas of commercial and light industrial (expectedly not manufacturing or processing businesses however); and,

12. Wayfinding signage is proposed in the development; and,

13. A [new] traffic study and memorandum related to the project has been submitted to the City (see attachments); and,

14. The Applicant intends to use rights-of-way widths/profiles as illustrated in the attached roadway sizing .pdf; and,

15. Staff has not received public comments (either verbal or in writing) respecting this application as far as is known. Any agency, department or other official commentary respecting this application set is hereto attached; and,

16. The Applicant was proposing an expedited review process in the new MDA for those entitlements or subdivisions that come after this approval [after approval of the Amended Plan and Development Agreement]. The current ARMDA still has that exhibit imbedded therein as 'Exhibit E' titled "Development Application and Review Process". However, the document has been edited such that detached single-family and apartment geared plats, plus commercial site plans and vertical mixed-use site plans are still proposed to be reviewed by Staff only. This is at odds, obviously with present code and state code as pertaining to the subdivisions. Staff, in alignment with the

Planning Commission therefore recommends that Exhibit E be removed or reworked again.

17. The Applicants' legal counsel has been continually working with the City's attorney in reviewing the ARMDA in detail and making changes. Both a clean and redlined copy of the ARMDA are hereto attached for Council perusal. Issues for future Mayor and Council consideration outside of zoning matters will include topics related to project utility provision, tax increment financing, and, creation of a public improvement district (PID) proposed by the developers.

18. Paragraph 14 of the ARMDA allows any density displaced by the donation of land for a school, church or governmental structure/site to be recovered elsewhere in the project and apparently leaves open anywhere in the single-family project (vs. the same pod were the density was initially lost) to receive the channeled units. This is clarifying language beyond the original MDA.

The paragraph's language does temper density recovery in the event that land transacted to facilitate introduction of a school, church or governmental structure/site, if sold at less than market value then replacement residential unit count shall be proportionally reduced. The example given in the text uses a 50% valuation number. "[If] property within the Project is sold at 50% of its appraised fair market value for a school, church, or governmental building, such sale shall result in the loss of $3.47 \times 50\% = 1.735$ units/acre of the developed acres." Again, where the loss will affect density (in the same pod or other region) seems unanswered -- at least in that paragraph. (Further commentary is provided in finding # 20 hereafter.)

19. Paragraph 43 of the ARMDA proposes that the City's "vested laws" shall govern in the event of a conflict between said laws and the ARMDA except as specifically modified by the ARMDA. While the ARMDA is a land use contract, conservative rules used by many jurisdictions, in and out of state, would have City laws always take precedence and ARMDA regulations only being able to be more restrictive than those laws.

20. Utility and emergency services are, or expectedly may be made, available to the project. Paragraph 9.10.3 of the proposed ARMDA notes that, "The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the

minimum level of service for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses.)...". Further language addresses payment of impact fees. Utility service provision [infrastructure] plans are provided by the Applicant(s) in separate exhibits to the ARMDA. Robust discussion during the Council's May 2nd meeting regarding [negotiated] provision of 3,000 acre-feet of water to the proposed project suggests that additional discussion regarding that particular needs to happen as part and party to conversation about Firefly's development.

21. A few "Questions and Answers":

Q: What is the effect of any post Jan. 19, 2010, Eagle Mountain City zoning code amendments that affect density?

A: New regulations may not interfere with developer's ability to achieve 9,659 dwelling units per MDA; ARMDA states that current city code applies except as set forth in the ARMDA (this more clearly suggests that Firefly is a planned development styled project with inherent "variances").

Q: Does the MDA allow the developer to place schools and churches within the residential portion of the Project and not lose density to them?

A: The MDA does not require the developer to lose units for the development of non-residential uses (civic, religious, commercial, industrial). Specifically, section 4.3 of the MDA entitles them to develop the "Maximum Residential Units (including the densities identified in the Land Use Element)". Additionally, Section 4.3 also states that any ordinance or City standard adopted after the date of the MDA which limits their ability to develop the vested densities is "Inapplicable". In that sense, they are only required to comply with current standards that do not result in a reduction of their vested density. Section 4.4 also supports the intent that they can develop the densities vested in the Land Use Element. Note, Staff believes that it was not the intent of the original MDA density transfer allowance to let the Applicant "double dip" by selling property for non-residential uses and then still developing out all of the density.

Q: May multiple-family unit buildings be built as a reaction to the shifting of densities within the Project?

A: The MDA is silent on what types and number of units make up the Maximum Residential Units. As such, the language of 4.3 and 4.4 (which entitle the developer to build the units that are vested in the Land Use Element) expectedly controls. Viewed differently, if the developer was entitled to 1000 units in a Neighborhood Planning Area, they could build any combination of multi-family or single-family to achieve that density. They can obviously build less...but they are entitled to build up to the maximum in any combination needed to make it fit. That said, note that the understood intent of the original MDA and MDP was to build a majority of the residential housing as single-family detached units, with very little multi-family. Such was the impression given by the Applicant/developer(s) during the ~2010 approval process.

Q: As far as building height is concerned, how does the City's currently adopted code regulate or define it?

A: Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030 the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

Q: What is the impact of the developer's proposed height definition?

A: It would allow for additional home height potentially higher than 35'; consider that the City's definition caps height at the highest point of a home (e.g., a ridgeline on a gable roofed build) vs. the developer's proposal that the height be figured at a point midway between the highest point [again, for example a ridgeline] and the bottom of the roof system (i.e., eave edge).

Q: Is the 5' side yard setback request still on the table?

A: As of 4/11/2023, the 5' side yard setback request is being scaled back to only apply to certain housing to be explained by the Applicant.

Q: Is a Public Improvement District (PID) an agreeable financing instrument for use with the Project?

A: There are certainly pros and cons to using a PID, and questions for the Council to consider (what types of improvements to include, what type of notice do buyers/residents receive, will development pay down the PID, etc.). A Cty PID policy would be necessary in order to approve a PID for this development.

Q: Staff interrogatory: By allowing introduction of potential commercial uses in planning areas (NPAs) 9, 10 & 12, without losing residential density [it would be allowed to be displaced and re-distributed, wouldn't that allow "double dipping" by the Applicant?

A: (From Applicant) "It has always been planned that we would have neighborhood commercial within 9 and 12 and that this would be where the "village center" would be located. The density being shown in those NPAs has always contemplated the possible mixed use as well as the MF residential density. We have limited the lack of density loss to NPA 9 and 12 and provided for a formula when commercial is added to other NPAs."

Q: Staff interrogatory: Has Tract talked about removing the data center property from Pole Canyon/Firefly?

A: (From Applicant) "Yes, but it would be at the Master Developers discretion to assure appropriate standards are in place."

Q: Staff interrogatory: Why start [what?] with 0.1-acre districts? [Legal Counsel Opinion Deemed Warranted]

A: (From Applicant) "This simply forms, or establishes, the 10 districts that would be needed over the life of the project. The actual size and final boundaries of each district will expand as needed to account for phasing of the project."

Performance standards ensuring public facilities' compliant provision

Fire Station:

MDA: A requirement for the City and developer to cooperate to provide a place for a fire station was noted in the original MDA.

ARMDA: The ARMDA causes the developer to provide by dedication up to 2 acres to the City for a fire station.

Rodeo Grounds:

MDA: A requirement for the developer to provide 20 acres of improved rodeo grounds (when development buildout threshold met) was noted in the original MDA.

ARMDA: The ARMDA deems the MDA requirement as satisfied vis-à-vis the provision to the City of 100 acres of Boy Scouts of America ground in lieu of the rodeo land.

Q: Should the developer get credit for re-acquiring the BSA property and making the land part of their open space when the property was purportedly supposed to have come back to the City in the first place?

A: The plan with this ARMDA is to improve the BSA property for mountain bike trails, camping, trailhead parking, and other uses. If they received open space credit previously for donating this property to the BSA, it seems logical that improving the open space for active recreation and camping would qualify for open space credit. However, this is ultimately a Council decision.

BSA Land:

MDA: A requirement for the developer to donate land to the City as open space (rodeo arena and interim facility) as part of the First Amendment and in cooperation with the City and the BSA.

ARMDA: The ARMDA contemplates the developer re-taking control of the BSA property, improving it consistent with the Community Plan, and then making all trails and improvements therein public.

Ensuring Improvements are Dedicated and Installed in a Timely Fashion:

MDA: Regarding issuance of building permits (13.1): "No building permit shall be issued by the City for construction in the PCIG [Pole Canyon/Firefly] property, unless PCIG or its successor has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant project or proposed construction...." Language thereafter addresses monetary securities and dedication/completion of improvements to meet City standards.

ARMDA: Clarified and added language above and beyond the MDA's verbiage (11.2.1): The "Master Developer agrees to spend at least the 'PTOS [Parks, Trails and Open Space] Spend' in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only Phase 1 improvements and dedications described in 11.2.1 above [see ARMDA], Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule."

REQUIRED FINDINGS:

The approval criteria for Master Development Plans are stated in EMMC 16.10.070. The approval criteria for Master Development Agreements are in EMMC 16.10.080. Although it is to be replaced in its entirety, the [originally] approved Pole Canyon Master Development Agreement and associated Amendments should also be consulted and considered when reviewing this application. Master Development Plan and [Master] Development Agreement Amendment requests require legislative-based decisioning on the part of Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning and Zoning Commission during their regularly scheduled public hearing of January 24, 2023, voted to forward a favorable recommendation of the proposed Master Development Plan and Amended and Re-Stated Master Development Agreement Amendments to the City Council. In so doing, the Commission, however, did recommend:

1. That none of the Applicant's requested exemptions from required City setback residential standards be approved. That is, the setbacks, frontages [of residential lots], and road widths [proposed for use in Firefly] shall conform to City code.
2. That Exhibit E [City processing of subsequent Firefly applications] not be a part of the ARMDA.
3. The Council cause that any conflict(s) between City code and the proposed ARMDA require the City's code to prevail.

ATTACHMENTS:

[ORD--Pole Canyon MDP Amendment #1 \(Firefly\)](#)

[Land Use Master Plan](#)

[ARMDA Redlines as of 06.29.23](#)

[Exhibit C - Community Plan](#)

[Exhibit H - Parks A, C, and White Hills Plans](#)

[Exhibit J - Technical Guidelines](#)

[Exhibit M - Land Use Distribution](#)

[Pole Canyon vs Firefly](#)

[Summary of Updates to Firefly as of 06.13.23](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE POLE CANYON MASTER
DEVELOPMENT PLAN, NOW KNOWN AS FIREFLY**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Pole Canyon Master Development Plan, now known as Firefly, as set forth more specifically in Exhibit A.

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 5th day of July, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 5th day of July, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

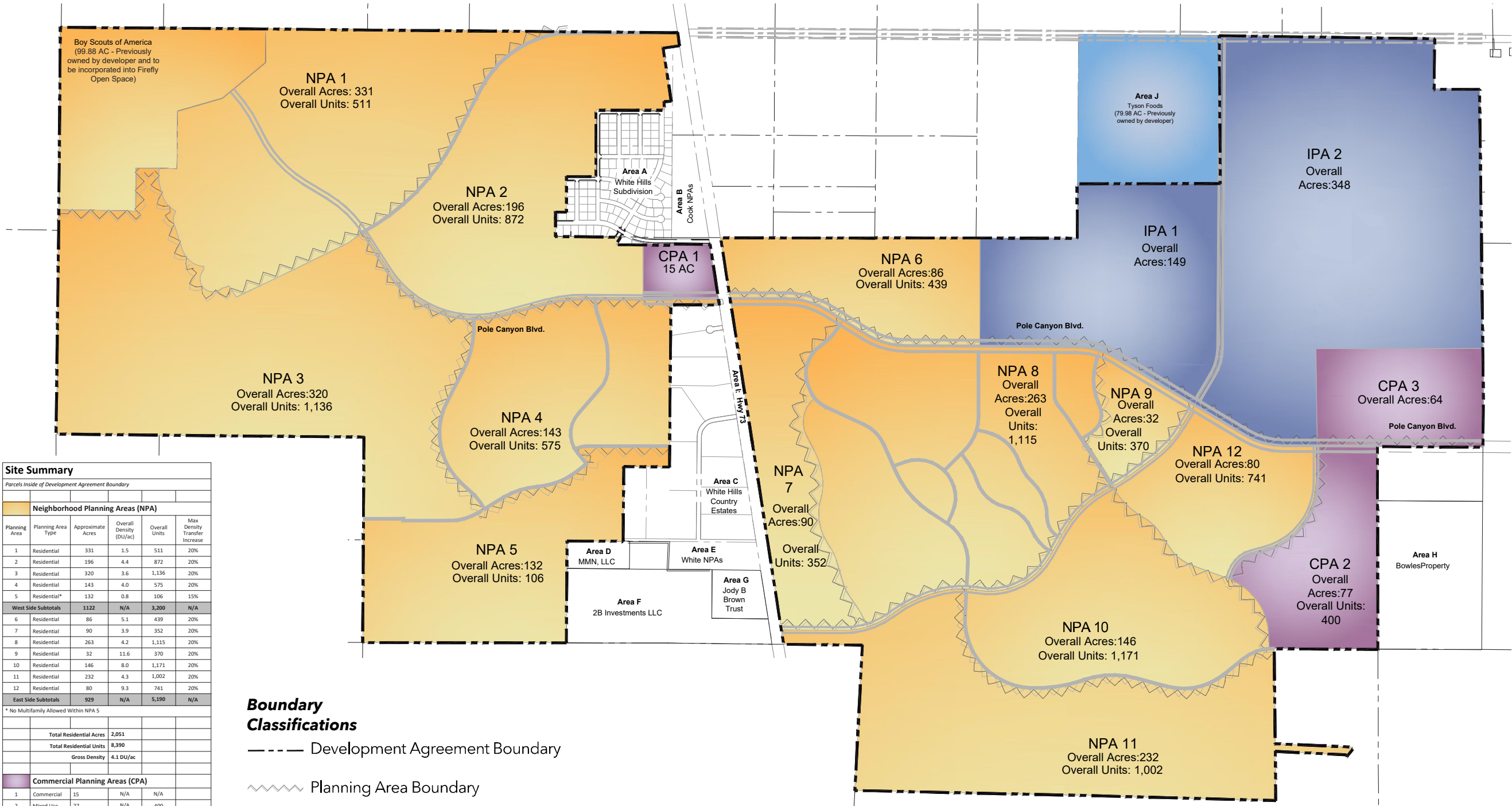
☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

LAND USE MASTER PLAN



Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	331	1.5	511	20%
2	Residential	196	4.4	872	20%
3	Residential	320	3.6	1,136	20%
4	Residential	143	4.0	575	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1122	N/A	3,200	N/A
6	Residential	86	5.1	439	20%
7	Residential	90	3.9	352	20%
8	Residential	263	4.2	1,115	20%
9	Residential	32	11.6	370	20%
10	Residential	146	8.0	1,171	20%
11	Residential	232	4.3	1,002	20%
12	Residential	80	9.3	741	20%
East Side Subtotals		929	N/A	5,190	N/A
* No Multifamily Allowed Within NPA 5					
Total Residential Acres		2,051			
Total Residential Units		8,390			
Gross Density		4.1 DU/ac			
Commercial Planning Areas (CPA)					
1	Commercial	15	N/A	N/A	
2	Mixed Use	77	N/A	400	
3	Commercial	64	N/A	N/A	
Industrial Planning Areas (IPA)					
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
Total NPA Acres		2051			
Total CPA Acres		156			
Total IPA Acres		497			
Tyson Foods Acreage		80			
Total Dev. Agreement Acres		2784			
Total Residential Units		8,790			
Gross Density		3.16 DU/ac			

- Boundary Classifications**
- Development Agreement Boundary
 - ~~~~~ Planning Area Boundary
 - Firefly Roadway (See Circulation Plan)

- NOTE:**
1. All acreages are approximate.
 2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
 3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
 4. Churches, schools, and neighborhood commercial allowed in all NPAs.



WHEN RECORDED, RETURN TO:

Oquirrh Wood Ranch, LLC
14034 South 145 East, Suite 204
Draper, UT 84020

REDLINED WITH CHANGES AFTER 6/20/2023 CITY COUNCIL
(NEED TO UPDATE TOC)

UPDATED 6/28/2023 (CAA)

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

THE FIREFLY MASTER PLANNED COMMUNITY

_____, 2023

TABLE OF CONTENTS

RECITALS	1-2
1. <u>Incorporation of Recitals and Exhibits / Definitions</u>	2
1.1. Incorporation	2
1.2. Definitions.....	2
1.2.1. <i>Administrative Modifications</i>	2
1.2.2. <i>Administrator</i>	2
1.2.3. <i>Applicant</i>	2
1.2.4. <i>ARC</i>	3
1.2.5. <i>ARMDA</i>	3
1.2.6. <i>Buildout</i>	3
1.2.7. <i>City</i>	3
1.2.8. <i>City Consultants</i>	3
1.2.9. <i>City's Future Laws</i>	3
1.2.10. <i>City's Vested Laws</i>	3
1.2.11. <i>Commercial Site</i>	3
1.2.12. <i>Commercial Site Plan</i>	3
1.2.13. <i>Community Plan</i>	3
1.2.14. <i>Council</i>	3
1.2.15. <i>Central Utah Water Project ("CWP")</i>	3
1.2.16. <i>CPAs 2 and 3</i>	3
1.2.17. <i>Data Center</i>	3
1.2.18. <i>Data Center Overlay Zone</i>	4
1.2.19. <i>Default</i>	4
1.2.20. <i>Denial/Denied</i>	4
1.2.21. <i>Development</i>	4
1.2.22. <i>Development Application</i>	4
1.2.23. <i>Development Report</i>	4
1.2.24. <i>Dispute</i>	4
1.2.25. <i>Dispute Resolution Process</i>	4
1.2.26. <i>Final Plat</i>	4
1.2.27. <i>Homeowner Association(s) (or "HOA(s)")</i>	4
1.2.28. <i>Intended Uses</i>	4
1.2.29. <i>Local District</i>	4
1.2.30. <i>LUDMA</i>	4
1.2.31. <i>Master Developer</i>	4
1.2.32. <i>Master Plan</i>	5
1.2.33. <i>Maximum Residential Dwelling Units ("Maximum RDU's")</i>	5

1.2.34.	<i>Mining Activities</i>	5
1.2.35.	<i>Mixed Use</i>	5
1.2.36.	<i>Notice</i>	5
1.2.37.	<i>Open Space</i>	5
1.2.38.	<i>Owners</i>	5
1.2.39.	<i>Owners' Representative</i>	5
1.2.40.	<i>Outsourc[e][ing]</i>	5
1.2.41.	<i>Outsourced Work</i>	5
1.2.42.	<i>Parcel</i>	5
1.2.43.	<i>Parks, Trails, and Open Space</i>	5
1.2.44.	<i>Parties</i>	6
1.2.45.	<i>Party</i>	6
1.2.46.	<i>Phase</i>	6
1.2.47.	<i>Phase 1</i>	6
1.2.48.	<i>Prior Agreement</i>	6
1.2.49.	<i>Private Improvements</i>	6
1.2.50.	<i>Project</i>	6
1.2.51.	<i>Property</i>	6
1.2.52.	<i>PTOS Schedule</i>	6
1.2.53.	<i>Public Infrastructure</i>	6
1.2.54.	<i>Residential Dwelling Unit ("RDU")</i>	6
1.2.55.	<i>School Site</i>	6
1.2.56.	<i>Subdeveloper</i>	6
1.2.57.	<i>Subdivision</i>	6
1.2.58.	<i>Subdivision Application</i>	6
1.2.59.	<i>System Improvements</i>	7
1.2.60.	<i>Technical Guidelines</i>	7
1.2.61.	<i>Water Purchase Agreement</i>	7
1.2.62.	<i>Zoning</i>	7
2.	<u>Effect Of ARMDA</u>	7
3.	<u>Authority Of Owners' Representative To Bind Owners</u>	7
4.	<u>Development Of The Project</u>	7
4.1.	Compliance with this ARMDA	7
4.2.	Land Uses within the Project, Configuration	7
4.3.	Maximum RDUs	7
4.3.1.	Configuration of Maximum RDUs	8
4.3.2.	Commercial and Mixed Uses within the Project	8
4.4.	Master Developer's Discretion	8
4.4.1.	Concurrency Management of Future Development	8

4.5.	Required Process.....	9
4.5.1.	<i>Approval Required Before Development</i>	9
4.5.2.	<i>Building Permits</i>	9
4.5.3.	<i>City and Other Governmental Agency Permits</i>	9
4.5.4.	<i>Fees</i>	9
4.5.5.	<i>Process</i>	10
4.5.6.	<i>City Cooperation and Approval</i>	10
4.5.7.	<i>Outsourcing of Processing of Development Applications</i>	10
4.5.7.1.	<i>Timing</i>	10
4.5.7.2.	<i>Election/Cost Estimate</i>	10
4.5.7.3.	<i>Compliance with Applicable Codes</i>	10
4.5.7.4.	<i>Final Payment</i>	10
4.5.7.5.	<i>Acceptance of Outsourced Work</i>	11
4.5.8.	<i>Acceptance of Certifications Required for Development Applications</i>	11
4.5.9.	<i>Independent Technical Analyses for Development Applications</i>	11
4.5.10.	<i>Intent of One-Time Review</i>	11
4.5.11.	<i>City Denial of a Development Application</i>	11
4.5.12.	<i>Dispute Resolution</i>	12
4.5.13.	<i>City Denials of Development Applications Based on Denials from Non-City Agencies</i>	12
4.5.14.	<i>Construction Prior to Completion of Infrastructure</i>	12
4.5.15.	<i>Outsourcing of Inspections</i>	12
4.5.15.1.	<i>Timing</i>	12
4.5.15.2.	<i>Election/Cost Estimate</i>	12
4.5.15.3.	<i>Compliance with Applicable Codes</i>	12
4.5.15.4.	<i>Final Payment</i>	13
4.5.15.5.	<i>Acceptance of Outsourced Work</i>	13
4.6.	Parcel Sales	13
4.7.	Accounting for RDUs for Developments by Master Developer	13
4.8.	Development Report	13
4.8.1.	<i>Ownership</i>	13
4.8.2.	<i>Units and Uses Proposed to be Developed</i>	13
4.8.3.	<i>Units and Uses Transferred or Remaining</i>	13
4.8.4.	<i>Parks, Trails, and Open Space</i>	13
4.8.5.	<i>Material Effects</i>	13
4.9.	Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers	14
4.9.1.	<i>Return of Unused RDUs</i>	14
4.10.	Phasing	14
4.10.1.	<i>Phase 1</i>	14
4.11.	Future Property.....	14

4.11.1.	BSA Property	14
4.12.	Withdrawal of Property	15
4.13.	Special Provisions Regarding CPAs 2 and 3.....	15
4.13.1.	<i>Standards for Relocation</i>	15
4.13.1.1.	<i>Size</i>	15
4.13.1.2.	<i>Functionality</i>	15
4.13.2.	<i>Process</i>	15
4.14.	Special Provisions Regarding Data Centers	15
5.	<u>Zoning and Vested Rights</u>	16
5.1.	Vested Rights Granted by Approval of this ARMDA.....	16
5.2.	Exceptions.....	16
5.2.1.	<i>Master Development Agreement</i>	16
5.2.2.	<i>State and Federal Compliance</i>	16
5.2.3.	<i>Codes</i>	16
5.2.4.	<i>Taxes</i>	16
5.2.5.	<i>Fees</i>	16
5.2.6.	<i>Compelling, Countervailing Interest</i>	16
5.3.	Reserved Legislative Powers	16
6.	<u>Term of Agreement</u>	17
7.	<u>Application Under City’s Future Laws</u>	17
8.	<u>Tax Benefits</u>	17
9.	<u>Public Infrastructure</u>	17
9.1.	Construction by Master Developer.....	17
9.1.1.	<i>Security for Public Infrastructure</i>	17
9.1.2.	<i>Bonding for Landscaping</i>	17
9.2.	Dedication of Public Improvements.....	18
9.3.	Culinary Water	18
9.4.	Sanitary Sewer	18
9.5.	Storm Water	18
9.6.	Secondary Water	18
9.6.1.	<i>Exception for Data Center Users</i>	18
9.7.	Public Infrastructure Financing	18
9.8.	Local District.....	18
9.9.	No Off-Project Impacts	18
9.10.	Impact Fees	18
9.10.1.	<i>Preparation and Adoption of Capital Facilities Plan and Impact Fees.</i>	18
9.10.2.	<i>Public Safety</i>	19
9.10.3.	<i>Impact Fees for Parks, Trail, and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation</i>	19

9.10.4.	<i>Construction Alternative</i>	19
9.10.4.1.	<i>Call on Capacity</i>	19
9.11.	<i>Exceptions</i>	19
10.	<u>Upsizing/Reimbursements To Master Developer</u>	20
10.1.	<i>Upsizing</i>	20
10.1.1.	<i>Fair Treatment</i>	20
10.2.	<i>Dispute Resolution</i>	20
11.	<u>Parks, Trails, and Open Space</u>	20
11.1.	<i>General Statement</i>	20
11.2.	<i>Timing of Dedication and Improvement</i>	20
11.2.1.	<i>Phase 1 Parks, Trails, and Open Space Improvements</i>	20
11.2.2.	<i>Additional Parks, Trails, and Open Space Dedications and Improvements</i>	20
11.2.3.	<i>Security in Lieu of Completion</i>	21
11.3.	<i>Operation and Maintenance</i>	21
11.3.1.	<i>Dedicated Parks</i>	21
11.3.1.1.	<i>Contract with HOA for Maintenance</i>	21
11.3.1.2.	<i>Water</i>	21
11.3.2.	<i>Other than Dedicated Parks</i>	21
12.	<u>Additional Easements</u>	22
13.	<u>School Site</u>	22
14.	<u>Institutional or Civic Uses</u>	22
15.	<u>Fire Station</u>	22
16.	<u>Cable Tv/Fiber Optic Service</u>	22
17.	<u>On-Site Processing Of Natural Materials</u>	23
17.1.	<i>Mining In RTI Overlay Zone</i>	23
18.	<u>Provision Of Municipal Services</u>	23
19.	<u>Default</u>	23
19.1.	<i>Notice</i>	23
19.2.	<i>Contents of the Notice of Default</i>	23
19.2.1.	<i>Specific Claim</i>	23
19.2.2.	<i>Applicable Provisions</i>	24
19.2.3.	<i>Materiality</i>	24
19.2.4.	<i>Optional Cure</i>	24
19.2.5.	<i>Dispute Resolution</i>	24
19.3.	<i>Remedies</i>	24
19.3.1.	<i>Law and Equity</i>	24
19.3.2.	<i>Security</i>	24
19.3.3.	<i>Future Approvals</i>	24
19.4.	<i>Public Meeting</i>	24

19.5.	Emergency Defaults	24
19.6.	Extended Cure Period	24
19.7.	Default of Assignee	24
20.	<u>Dispute Resolution</u>	24
20.1.	Meet and Confer regarding Development Application Denials	25
20.2.	Mediation of Disputes	25
20.2.1.	<i>Issues Subject to Mediation</i>	25
20.2.2.	<i>Mediation Process</i>	25
20.3.	Arbitration of Disputes	25
20.3.1.	<i>Issues Subject to Arbitration</i>	25
20.3.2.	<i>Mediation Required Before Arbitration</i>	25
20.3.3.	<i>Arbitration Process</i>	25
20.4.	District Court	26
21.	<u>Notices</u>	26
21.1.	Effectiveness of Notice	26
21.1.1.	<i>Hand Delivery</i>	26
21.1.2.	<i>Election Delivery</i>	26
21.1.3.	<i>Mailing</i>	27
22.	<u>Administrative Modifications</u>	27
22.1.	Allowable Administrative Applications	27
22.1.1.	<i>Modification of CPAs 2 and 3</i>	27
22.1.2.	<i>Infrastructure</i>	27
22.1.3.	<i>Minor Amendment</i>	27
22.2.	Application to Administrator	27
22.3.	Administrator's Review of Administrative Modification	27
22.3.1.	<i>Referral as Amendment</i>	27
22.4.	<i>Appeal of Administrator's Denial of Administrative Modification</i>	27
23.	<u>Amendment</u>	27
23.1.	Who May Submit Modification Applications	27
23.2.	Modification Application Contents	27
23.2.1.	<i>Identification of Property</i>	28
23.2.2.	<i>Description of Effect</i>	28
23.2.3.	<i>Identification of Non-City Agencies</i>	28
23.2.4.	<i>Map</i>	28
23.3.	Fee	28
23.4.	City Cooperation in Processing Modification Applications	28
23.5.	Planning Commission Review of Modification Applications	28
23.5.1.	<i>Review</i>	28
23.5.2.	<i>Recommendation</i>	28

23.6. Council Review of Modification Application	28
23.7. Council's Objections to Modification Applications	28
23.8. Disputes.....	28
24. <u>Four-Year Reviews</u>	28
25. <u>Estoppel Certificate</u>	29
26. <u>Attorney's Fees</u>	29
27. <u>Headings</u>	29
28. <u>No Third-Party Rights / No Joint Venture</u>	29
29. <u>Assignability</u>	29
29.1. Sale of Lots	29
29.2. Related Entity	29
29.3. Notice	29
29.4. Time for Objection.....	29
29.5. Partial Assignment	30
29.6. Denial	30
29.7. Dispute Resolution.....	30
29.8. Assignees Bound by ARMDA	30
30. <u>Binding Effect</u>	30
31. <u>No Waiver</u>	30
32. <u>Further Documentation</u>	30
33. <u>Severability</u>	30
34. <u>Force Majeure</u>	30
35. <u>Time Is Of The Essence</u>	30
36. <u>Appointment Of Representatives</u>	31
37. <u>Rights Of Access</u>	31
38. <u>Agricultural And Agricultural Related Uses Of Property</u>	31
38.1. Generally	31
38.2. Agricultural Use Prior to Development.....	31
39. <u>Mutual Drafting</u>	31
40. <u>Applicable Law</u>	31
41. <u>Venue</u>	31
42. <u>Entire Agreement</u>	31
42.1. Preservation of White Hills Water Company	32
43. <u>Conflicts</u>	32
44. <u>Recordation and Running With The Land</u>	32
45. <u>Authority</u>	32
SIGNATURES	33-37
TABLE OF EXHIBITS	38

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ____ day of _____, 2023, by and between Eagle Mountain City, a political subdivision of the State of Utah; Oquirrh Wood Ranch, LLC, a Utah limited liability company; White Hills Water Company, a Utah corporation; GSFJV, LLC, a Utah limited liability company; Grant Smith Farms, LLC, a Utah limited liability company; and PC Industrial, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owners own or control the Property.
- C. Master Developer is under a contract with Owners to develop the Property.
- D. The City and the Related Parties entered into the Prior Agreement governing the annexation and development of the Property.
- E. Certain portions of the Property included in the Prior Agreement have been developed and sold to individual lot owners or bulk buyers of lots or prior subdivisions.
- F. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- G. Owners, Master Developer, and the City desire that Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this ARMDA.
- H. Development of the Property will include the Intended Uses as defined in this ARMDA.
- I. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer, and the general public.
- J. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.
- K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- L. Development of the Property pursuant to this ARMDA will also result in significant benefits to Owners and Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this ARMDA.
- M. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

N. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

O. The parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2022).

P. The Zoning of the Property as the “Firefly Master Planned District” was authorized by the adoption of Ordinance # _____ on _____, 2023.

Q. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on January 10th, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2023), in making a recommendation to the City Council.

R. The City believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

S. The City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

T. This City’s entry into this ARMDA is authorized by the adoption of Ordinance # _____ on _____, 2023.

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–M are hereby incorporated into this ARMDA.

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

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 22.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this ARMDA.

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

- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **City** means the City of Eagle Mountain, a political subdivision of the State of Utah.
- 1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the City 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 ARMDA.
- 1.2.10. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.
- 1.2.12. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.13. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".
- 1.2.14. **Council** means the elected City Council of the City.
- 1.2.15. **Central Utah Water Project ("CWP")** means the Central Utah Water Project.
- 1.2.16. **CPAs 2 and 3** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically addressed in Section 4.13.
- 1.2.17. **Data Center** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week, together with ancillary uses relating thereto (including, without limitation, electrical transmission, generation,

Formatted: Font: (Default) Times New Roman

- 1.2.18. **Default** means a material breach of this ARMDA.
- 1.2.19. **Denial/Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.20. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.
- 1.2.21. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.22. **Development Report** means a report containing the information specified in Section 4.8 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.23. **Dispute** means and disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.24. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 20.
- 1.2.25. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2022), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.
- 1.2.26. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.
- 1.2.27. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Community Plan and the Zoning.
- 1.2.28. **Local District** means that existing Pole Canyon Local District.
- 1.2.29. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2023).
- 1.2.30. **Master Developer** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

- 1.2.31. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.32. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of eight thousand seven hundred ninety (8,790) Residential Dwelling Units.
- 1.2.33. **Mining Activities** means exploring for, developing, extracting, removing, processing, or otherwise producing sand, gravel, metalliferous, or nonmetalliferous ores, oil, gas, or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure, or undertake other construction activities unrelated to the sale of earth products.
- 1.2.34. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.35. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.36. **Open Space** means that definition as found in the City’s Vested Laws as may be modified in the Community Plan.
- 1.2.37. **Owners** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.
- 1.2.38. **Owners’ Representative** shall mean Nate Shipp.
- 1.2.39. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.
- 1.2.40. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.41. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.
- 1.2.42. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.

- 1.2.43. **Parties** means all or the relevant group of Owners, Master Developer, and the City.
- 1.2.44. **Party** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).
- 1.2.45. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.46. **Phase 1** means that Phase of the Project described in Exhibit “H”.
- 1.2.47. **Prior Agreement** means the “Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.
- 1.2.48. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.
- 1.2.49. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.50. **Property** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit “A”.
- 1.2.51. **PTOS Schedule** means the overall timing and dollar spend for parks, trails, and open space as set forth on page 3-06 of the Community Plan.
- 1.2.52. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.53. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.54. **~~Data Center~~ RTI Overlay Zone** means the zoning and project requirements and standards for ~~Data Centers~~ set forth in Chapter 17.48 of the City’s Vested Laws and on Exhibit “K” attached hereto, regardless of any future modifications, sunset, or repeal of Chapter 17.48 of the City’s Vested Laws.
- 1.2.55. **School Site** means a 10-acre site within the project for use as a public school as discussed in Section 13.
- 1.2.56. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

- 1.2.57. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.58. **Subdivision Application** means the application to create a Subdivision.
- 1.2.59. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.60. **Table of Use Distribution** means that table attached as Exhibit “M” which is referenced in Section 4.3.1.1 of the ARMDA.
- 1.2.61. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City’s Vested Laws as specified in Exhibit “J”.
- 1.2.62. **Water Purchase Agreement** means that agreement entered into between the City and Oquirrh Wood Ranch dated January 24, 2023 relating to the purchase by Oquirrh Woods from the City of 3,000-acre feet of water that the City has under contract with the CWP.
- 1.2.63. **Zoning** means the “Firefly Master Planned District” which is implemented by this ARMDA.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Property. The Prior Agreement is hereby novated and superseded and shall be of no effect regarding the Property. The City and Owner shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

3. **Authority of Owners Representative to Bind Owners.** Owners represent and warrant that the Owners’ Representative has, by virtue of separate agreements entered into among Owners and Master Developer authority from each of the Owners to exercise full control and management of the entitlement and planning of the Property, including without limitation the right to represent Owners in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each of the Owners hereby acknowledges, confirms, and ratifies its appointment of the Owners’ Representative as such Owner’s duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such Owners with respect to the planning and entitlement of the Property, and the other rights, obligations, and interests of the Owners as further set forth in this ARMDA. Without limiting the generality of the foregoing, each of the Owners further acknowledges that in no case shall any Owner (except for the Owners’ Representative) have any rights whatsoever to exercise any control or management over the entitlements or development of any Property not owned by such Owner. Accordingly, the City and the Owners acknowledge agree that the City shall work directly with and is conclusively permitted by the Owners to rely upon the decisions and representations made by the Owners’ Representative.

4. **Development of the Project.**

4.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

4.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general location and configuration of residential, industrial, and commercial development and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the ARMDA, including the other exhibits thereto.

4.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs. The RDUs may be moved between and among various portions of the Project as provided in the Community Plan.

4.3.1. **Configuration of Maximum RDU's.** The general configuration of the Maximum RDU's is identified in the Community Plan. The Community Plan reflects the general location and configuration of PTOS, residential, commercial, and industrial uses within the Project. As identified in Note 3 of the Land Use Master Plan (page 2-01 of the Community Plan), the final configuration of the Maximum RDU's may be increased up to 20% in one or more residential NPA's so long as residential units are reduced in one or more other residential NPA's by the same number.

4.3.1.1. Table of Use Distribution. The number and type of Maximum RDUs shall be distributed through the Project as specified in Exhibit "M".

4.3.2. **Commercial and Mixed Uses within the Project.** The use table starting on page 5-04 of the Community Plan sets forth the permitted and conditional commercial uses within the Project. Those uses listed as "P" (permitted) in the use table may be developed in up to 20% of the gross area of NPAs 9 & 12 as permitted uses without the loss of any of the Maximum RDU's. Any commercial uses in NPAs 9 & 12 beyond the 20% threshold shall be processed as conditional uses. Those uses listed as "C" (conditional) in the use table may be developed in any other NPA subject to the application and approval procedures for conditional uses set forth in the City's Vested Laws. Conditional commercial uses in any NPA, other than NPAs 9 or 12, shall result in a loss of the number of 4-4 units per acre for the respective NPA applied to the gross commercial area developed unless the commercial is developed as Vertical Mixed Use. As an example, if the gross residential density of an NPA is 5 units/acre and Master Developer develops 2 acres of non-vertical mixed use commercial in that NPA, then the overall number of units approved for that NPA shall be reduced by 10. In the event that any conditional use includes shared area (parking, open space, retention, etc.) with a residential use, the shared area shall be reduced by half when calculating the total "commercial area developed" under this section.

4.4. **Master Developers' Discretion.** Notwithstanding anything to the contrary herein, including Section 4.10.1 regarding the development of Phase 1, nothing in this ARMDA shall obligate the

Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment. Notwithstanding, Master Developer shall proceed with subsequent Phases or portions of the Project with reasonable diligence following the completion of a previous phase or portion. However, Master Developer may temporarily suspend development of the Project if, in Master Developer's discretion, political, economic, or other circumstances arise that would result in a materially adverse change to the financial success of the Project. Additionally, Master Developer may suspend development of the Project for a period of time upon Notice to the City. The Notice contemplated in this Section 4.4 shall contain the reason for the suspension and the proposed period for which development will be suspended. So long as Master Developer provides Notice as contemplated in this Section 4.4, then Master Developer shall not be considered to be in default for lack of reasonably and diligently proceeding with development.

- 4.4.1. **Concurrency Management of Future Development.** Any future phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the City's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development, including all associated community benefits (including parks and open space as required by this ARMDA) as described and scheduled within the applicable Phase. Such improvements shall be completed within the time agreed upon by the City and Master Developer as a part of the approved Development Application. If no time for completion of the improvements can be mutually agreed upon, the matter shall be subject to the Dispute Resolution Processes defined in Section 20.

4.5. **Required Process.**

- 4.5.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.
- 4.5.2. **Building Permits.** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation

permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.

- 4.5.3. **City and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 4.5.4. **Fees.** Master Developer or a Subdeveloper shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.

~~Process. Exhibit "E" and Exhibit "L" establish the entire required review and approval bodies and processes for Development Applications. This process is designed to meet the goals of the City and Master Developer of limiting the number of submittals and reviews required for Development of the Project, ensuring that each Development Application is compliant with this ARMDA and the Community Plan, and to making the implementation of this ARMDA and the Community Plan an administrative function except for those items that, by applicable law or pursuant to this ARMDA, require Planning Commission and/or City Council review or approval. If there is any conflict between the Community Plan or Data Center Overlay Zone and this ARMDA, the Community Plan and Data Center Overlay Zone, as relevant, controls.~~

- 4.5.5. **City Cooperation and Approval.** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.
- 4.5.6. **Outsourcing of Processing of Development Applications.**
- 4.5.6.1. **Timing.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 4.5.6.2. **Election/Cost Estimate.** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner

selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.

- 4.5.6.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 4.5.6.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.6.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 4.5.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.
- 4.5.8. ***Independent Technical Analyses for Development Applications.*** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application,

the City may engage such experts as City Consultants under the processes specified in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant.

- 4.5.9. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 4.5.10. ***City Denial of a Development Application.*** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).
- 4.5.11. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.
- 4.5.12. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 4.5.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.
- 4.5.14. ***Outsourcing of Inspections.***
 - 4.5.14.1. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.
 - 4.5.14.2. **Election/Cost Estimate.** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably

anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.

- 4.5.14.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 4.5.14.4. Final Payment. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.14.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2023), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the City's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the City a Development Report showing any RDUs used with the Development and the RDUs remaining with Owners and Master Developer and for the entire remaining Project.

4.8. **Development Report.** With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

- 4.8.1. **Ownership.** The ownership of the property subject to the Development Application;
- 4.8.2. **Units and Uses Proposed to be Developed.** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;
- 4.8.3. **Units and Uses Transferred or Remaining.** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer;
- 4.8.4. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space; and
- 4.8.5. **Material Effects.** Any material effects of the sale on the Community Plan.

4.9. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Owners to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the City a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer and any material effects of the sale on the Community Plan.

- 4.9.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Owners and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer. Notwithstanding, Master Developer shall use commercially reasonable efforts to not develop multi-family units at a significantly disproportionate rate to single-family units. ~~make commercially reasonable efforts based upon current market conditions to develop a mix of residential unit types so as to provide future residents of the City with multiple housing options.~~

- 4.10.1. **Phase 1.** Master Developer shall begin seeking approvals for Phase 1 as soon as commercially practicable after the execution of this ARMDA and shall prosecute the approvals and begin development of Phase 1 as soon as

commercially practicable after receiving the required approvals.

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property, then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed at Master Developer's discretion with industrial or commercial uses as are approved in the Community Plan and the ~~Data Center~~RTI Overlay Zone. The use of any future property as residential will require a Legislative Amendment to this ARMDA. The Development of such future property shall also require Master Developer to meet the same levels of service for Public Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA. If future property is annexed into the ARMDA pursuant to this Section 4.11 and such property is immediately adjacent to any residential uses in the City, then such future property shall be buffered from such residential use(s) as required by the City's Vested Laws. If the future property is immediately adjacent to industrial and/or commercial located in the City, no such buffering requirements shall apply to the development of the future property annexed into the ARMDA. This paragraph does not apply to any property located outside City limits unless it is annexed into the City.

4.11.1. **BSA Property.** Master Developer, City, and the Utah National Parks Council previously entered into a Donation Agreement wherein Master Developer donated 100 acres from within the original Project to the Utah National Parks Council. The 100 acres are more fully described as the "BSA Property" in the attached Exhibit "A". The Donation Agreement includes a Right of Reversion in favor of the City where, under certain conditions, the 100 acres of BSA Property will be transferred to the City. The Parties acknowledge that those reversionary conditions have been satisfied under the Donation Agreement. Accordingly, Master Developer and City anticipate entering into a separate agreement with the Utah National Parks Council (or its successor entity) wherein the 100 acres will be transferred back to Master Developer and developed according to the Community Plan as a part of the Project. When the 100 Acres are transferred back to the Master Developer, then this ARMDA shall be recorded against the 100 Acres and Master Developer shall develop the 100 Acres as set forth herein. If the 100 Acres are not transferred to the Master Developer, then Master Developer shall not have any obligation to improve or otherwise develop the 100 Acres and the parks, trails, and open space improvements planned for the 100 Acres shall be reduced from Master Developer's obligations for parks, trails, and open space under this Agreement.

4.12. **Withdrawal of Property.** Master Developer may, in its discretion, request to have any portion of the Project automatically withdrawn from this ARMDA so long as the property proposed for withdrawal is vested with zoning and or development rights under a separate approval from the City. Upon such request for withdrawal, the property proposed for withdrawal will automatically be withdrawn from this ARMDA and the Master Developer, owner of such property, and Administrator shall execute and cause to be recorded a notice of such withdrawal with the Utah County recorder.

4.13. **Special Provisions Regarding CPAs 2 and 3.**

4.13.1. **Standards for Relocation.** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the

Project, or onto potential future property, if:

4.13.1.1. **Size.** The size of the new, replacement areas, are at least 90% as large as the area(s) being replaced.

4.13.1.2. **Functionality.** The new, replacement areas, are substantially similar to the area(s) being replaced in terms of their suitability for development as commercial properties.

4.13.2. **Process.** The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.13 shall be processed as an Administrative Modification ~~and Exhibit E.~~

4.14. **Special Provisions Regarding Data Centers.** The ~~Data Center~~RTI Overlay Zone applies to the property described in Exhibit “L” ~~for the term of the ARMDA and in addition to the underlying zoning and uses as set forth herein.~~ With respect to property within the ~~Data Center~~RTI Overlay Zone, Owner, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the ~~Data Center~~RTI Overlay Zone described in Exhibit “K”. The right provided in this Section 4.14 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners, and Master Developer intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer ~~and Owners~~ “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. **Exceptions.** The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

5.2.1. **Master Developer Agreement.** City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;

5.2.2. **State and Federal Compliance.** City’s Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. **Codes.** City’s Future Laws that are updates or amendments to existing building, 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 on 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

- 5.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;
- 5.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 5.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).

5.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2033. If as of that date Owners or Master Developer are in compliance with Section 4.4 of this Agreement and have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2043, and, thereafter, for one (1) additional period of five (5) years. This ARMDA shall also terminate automatically at Buildout.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the City's Vested Laws. Subdevelopers may not submit a Development Application under the City's Future Laws without the consent of the Master Developer and Owners.

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the

foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.1.1. **Security for Public Infrastructure.** If, and to the extent required by the City's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the City it shall be provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

9.1.2. **Bonding for Landscaping.** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the City's Vested Laws in conformance with LUDMA.

9.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to City requirements for the payment of property taxes, inspections, and approval before acceptance by the City. The City shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

9.3. **Culinary Water.** The plans for providing culinary water for the Project are specified in Exhibit "E" and the City has entered into the Water Purchase Agreement.

9.4. **Sanitary Sewer.** The plans for providing sanitary sewer for the Project are specified in Exhibit "F".

9.5. **Storm Water.** The plans for handling storm water for the Project are specified in Exhibit "G".

9.6. **Secondary Water.** Because the HOA will enforce water-wise regulations in the Project, Master Developer does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as an "Administrative Amendment" pursuant to the provisions of Section 22. Notwithstanding, Master Developer will utilize secondary water for irrigation in all of the Community Parks so long as the City delivers adequate secondary water infrastructure to the boundary of the Project to serve such areas. The City agrees to accept from Master Developer secondary water rights or shares in satisfaction of the water dedication requirements in areas where secondary water is used for irrigation and, accordingly, no other culinary or secondary water dedications shall be required of Master Developer for those areas. Master Developer shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

9.6.1. **Exception for Data Center Uses.** Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize

secondary water so long as such usage complies with all local, state, and federal laws.

9.7. **Public Infrastructure Financing.** Concurrently with the adoption of this Agreement, the City has adopted Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9.8. **Local District.** The Local District shall be continued without modification.

9.9. **No Off-Project Impacts.** The Parties acknowledge that the Project does not require Master Developer to construct any off-Project Public Improvements except as may be specified in the Sanitary Sewer Master Plan, Exhibit "F".

9.10. **Impact Fees.**

9.10.1. **Preparation and Adoption of Capital Facilities Plan and Impact Fee.** The City shall, after execution of this Agreement, during its normally scheduled time initiate and schedule amendments to the City's current capital facilities plan with respect to any Public Infrastructure and Improvements to be financed with the assistance of the City. The Parties acknowledge that significant studies have previously been performed by AQUA Engineering and other engineering consultants retained by Master Developer with respect to the consideration of certain System Improvements, and such studies have been useful in the City's preparation of amendments of the City's Capital Facilities Plan (but such studies will not be adopted as amendments to the City Capital Facilities Plan). Upon completion and approval by the City of an amended capital facilities plan, the City shall consider an Impact Fee ordinance with respect to the facilities described in the amended City's Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting Master Developer, if applicable.

9.10.2. **Public Safety.** The Project shall be subject to the City's impact fees for public safety subject to any credits that may accrue to Master Developer or Owner due to their potentially contributing land or buildings for such system improvements.

9.10.3. **Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation.** The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails, and Open Space; Culinary Water; Storm Water; Sanitary Sewer; and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses). Accordingly, the Property is exempt from any current impact fees for those systems. Notwithstanding the foregoing, any portion of the Property located in the South Service Area (SSA, as that term is defined in the City's Impact Fee Analysis as of the date of this Agreement) shall pay the portion of the Sewer impact fees attributable to the costs of treatment. If the City later adopts any impact fees that increase the "level of service" of any system improvements for those systems then Owners and Master Developer

acknowledge that, subject to compliance by the City with all laws regarding such later-adopted impact fees, such impact fees related to increased levels of service may then be applicable to the Property.

- 9.10.4. **Construction Alternative.** Master Developer shall have the right to construct any of the System Improvements required for any Development. If Master Developer chooses to construct any such System Improvements the City shall not charge Master Developer or any Subdeveloper any impact fees for such System Improvements.

- 9.10.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.10.3 shall not be allocated for use by other properties without preserving sufficient capacity to provide services to the Project.

9.11. **Exceptions.** Except with respect to impact fees related to sewer treatment, Sections 9.7 (Public Infrastructure Financing) and 9.10.3 (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in ~~accordance with the Data Center Overlay Zone~~ the property within the RTI Overlay Zone as set forth in Exhibit “L” and the other provisions of this Section 9 will only apply to such property as agreed between the Owner of such property and Master Developer. Further, any lien or imposition arising under Section 9.7 hereof shall not encumber the property ~~eligible within~~ for the Data Center RTI Overlay Zone as set forth in Exhibit “L”.

10. **Upsizing/Reimbursements to Master Developer.**

10.1. **“Upsizing”.** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer’s costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

- 10.1.1. **Fair Treatment.** In calculating any reimbursements to the Master Developer, the City shall be consistent in using the same methodology as it uses in its Infrastructure Facilities Plan, Impact Fee Analysis, and Impact Fee ordinance.

10.2. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Parks, Trails, and Open Space.**

11.1. **General Statement.** Except as limited by Section 4.11.1 (regarding the additional of the BSA Property), Developer shall install at least 356 acres of Parks, Trails, and Open Space within the

Project. The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. Timing of Dedication and Improvements.

- 11.2.1. ***Phase 1 Parks, Trails, and Open Space Improvements.*** Phase 1 of Park A, Phase 1 of Park C, and the White Hills Parks will be completed and dedicated to the City before the issuance of the 336th building permit for the project. Notwithstanding, and subject to the following sentence, the City agrees to accept, review, and conditionally approve applications for building permits beyond the 336th permit. However, no building permits will actually be issued to Master Developer until such time as Phase 1 of Park A and Phase 1 of Park C are substantially complete. The completion of Phase 1 of Park A and Phase 1 of Park C will be credited toward the “PTOS Spend” set forth in the PTOS Schedule.
- 11.2.2. ***Additional Parks, Trails, and Open Space Dedications and Improvements.*** Master Developer agrees to spend at least the “PTOS Spend” in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails, and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only the Phase 1 improvements and dedications described in 11.2.1 above, Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule.
- 11.2.3. ***Security in Lieu of Completion.*** The timing of parks, trails, and open space improvements shown on page 3-05 of the Community Plan are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide the City with security for the costs of improving those parks. Such security shall be provided in an amount of \$9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City. By way of example only, if Master Developer is unable to secure commercially reasonable rates for the parks, trails, and open space improvements planned from the 2,500th – 3,750th building permits, then Master Developer may post security with the City at a rate of \$9,000 per Residential Dwelling unit for each building permit pulled beyond the 2,500th building permit.

11.3. Operation and Maintenance.

11.3.1. **Dedicated Parks.** Parks shown on the Parks, Trails and Open Space Plan as being “Regional” or “Community” dedicated to a governmental agency (and other Parks, Trails or Open Space designated as such during approval of a Development Application) shall, upon the completion of any improvements, be dedicated to the City or to any other applicable governmental entity. The City and Master Developer shall cooperate to determine which entity those parks are transferred to. These parks shall be operated and programmed by the dedicated entity.

11.3.1.1. **Contract with HOA for Maintenance.** The dedicated entity shall enter into an agreement with the HOA to maintain these parks on a park-by-park basis in the form generally as attached as Exhibit “I”. The term of those agreements shall each be five (5) years with the option of the HOA to renew for three (3) additional 5-year periods so long as the HOA is not in default under the particular maintenance agreement.

11.3.1.2. **Water.** If Owner or Master Developer dedicate water rights for any of the Parks, Trails, or Open Space to the City or to any other governmental entity then that entity shall actually use the dedicated water to water the Parks, Trails, or Open Space for which the water was dedicated unless prohibited by State law.

11.3.2. **Other than Dedicated Parks.** Other than for those parks dedicated pursuant to Section 11.3.1, the HOA shall be responsible for operating and maintaining all of the parks, trails, and open space identified in the Parks, Trails, and Open Space Plan.

12. **Additional Easements.** Master Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property. To the extent that the Master Developer’s efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Master Developer, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power. Master Developer acknowledges that it is the responsibility of Master Developer to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

13. **Option to Purchase School Site.** Pursuant to Section 8 of that particular Interlocal Cooperation Agreement between the Eagle Mountain Redevelopment Agency and Alpine School District dated as of May 14th, 2019, ~~The City Eagle Mountain Redevelopment Agency (which is a limited purpose local government entity created under Title 17C of the Utah Code and whose governing board is composed of members of the City Council) has an obligation to donate to Alpine School District a “usable” 10-acre site “in close proximity to a developing residential area.” to the Alpine School District. On or before December 31, 2028, Master Developer and/or Owners hereby grant to City an exclusive option to purchase the School Site to satisfy agrees to sell to City upon request from the City, a 10-acre School Site within the Project the Eagle Mountain Redevelopment Agency’s donation requirement under the 2019 Interlocal Cooperation Agreement. The option to purchase the School Site shall be exercised on or before December~~

Formatted: Superscript

31, 2025. Prior to exercising the option to purchase the School Site, Master Developer, City, and Alpine School District shall work together to mutually agree upon the location of the School Site and such agreement shall be in writing and shall acknowledge that the Eagle Mountain Redevelopment Agency's obligation is satisfied upon the transfer of the School Site to Alpine School District. ~~The location of the School Site shall be mutually agreed upon by the Master Developer and City. Once the location has been mutually agreed upon in writing, the City will be required to close the purchase of the School Site within six months of that date. If the Parties cannot mutually agree upon a location for the School Site within the Project, the matter shall be resolved by the Dispute Resolution Provisions of Section 20 of this ARMDA.~~

13.1. **Determination of Purchase Price for School Site.** Upon exercising its option to purchase the School Site, the City shall pay to Master Developer the fair market value of the School Site as determined by an appraisal dated within six months of the purchase. The Parties acknowledge that Master Developer may transfer the units displaced by the School Site within the same or to another NPA within the Project as permitted herein. Accordingly, the appraisal to determine the fair market value of the School Site will not account for the displaced units and the appraised value of the School Site shall be established by fixing the underlying land use as "school", "civic", or other similar while also considering other relevant appraisal factors. Notwithstanding, if the RDU's displaced by the School Site result in a loss of value on a unit-for-unit basis (as determined by an appraisal that considers the units planned for the School Site and which is separate from the appraisal to determine the fair market value of the School Site), then City shall pay to Master Developer the difference in the lost value as additional compensation for the School Site. For example, if there are 30 single-family detached RDU's allocated to the School Site that appraise at an average value of \$100,000 per RDU, but the same single-family RDU's are displaced by the School Site and are consequently only able to be developed as townhome RDUs with an average appraised value of \$90,000 per RDU, then City shall pay to Master Developer, in addition to the appraised land value of the School Site, the difference in the appraisal prices for the 30 RDU's (\$300,000) that are displaced by the School Site. Any change in the type of RDU's that are displaced from the sale of the School Site shall not be counted against the maximum number of RDU's by type as set forth in the Table of Use Distribution.

13.2. **Payment of Purchase Price for School Site.** The purchase price for the School Site shall be paid by the City by one or both of the following methods at the option of the City: (a) the City's waiver of any fees (other than impact fees) in an amount of 50% of those fees due and owing to the City in connection with any Development Application or inspection associated with any Development of the Project and until the full purchase price is off-set with such waiver; or (2) the City's payment to Master Developer using general fund or other revenues legally authorized to be paid by the City for the purchase of real property. Beginning on July 1, 2024, the City agrees to pay interest on any unpaid amount of the purchase price for the School site at an interest rate equal to 3.0% annum. The purchase price for the School Site shall be the fair market value of the School Site as determined by an appraisal ordered by the Master Developer and dated within six months of the closing of the School Site by the City. If the City does not accept the appraisal price, the City may order its own appraisal, at its cost, and submit that appraisal to Master Developer as evidence of the purchase price for the School Site. If the Master Developer does not accept the City's appraisal, then the Master Developer and City will each select an independent appraiser and notify the other of its choice within 10 days of the Master Developer's written rejection of the City's appraisal. Within 10 days of the receipt of the identity each party's independent appraiser, the two independently selected appraisers will mutually select a competent, impartial appraiser to conduct a new appraisal and the purchase price for the School Site shall then be based upon the new appraisal.

Formatted: Font: Not Bold

14. **Institutional or Civic Uses.** The use of property in Project for public or private schools, churches, or governmental buildings or uses shall not result in a reduction of the Maximum RDUs.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may

consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

16. **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state telecommunications laws and regulations, Master Developer may cause to be installed underground within any public rights-of-way within the Project, conduits, cable service, and/or fiber optic lines at no expense to the City. Master Developer may contract with any telecommunications provider of its own choice and allows such contractor to use the Developer installed conduit in the public rights-of-way, subject to such contractor first obtaining necessary approvals and franchise agreements from the City. Developer acknowledges that this provision applies only to Developer-installed conduits in the public rights-of-way and does not prohibit other telecommunications providers from installing conduits, cable service, and/or fiber optic lines within the same public rights-of-way. Additionally, and subject to all applicable federal and state telecommunications laws and regulations, the Parties acknowledge that Developer may cause to be installed any conduits, cable service, and/or fiber optic lines within privately owned areas of the Project and that in connection with such installation, Developer may grant exclusive access and/or easements to one or more telecommunications providers for such privately placed conduits, cable services, and/or fiber optics. Notwithstanding, Data Center uses shall have the express right to contract for independent fiber optic service from multiple providers and grant any related access or easements to such providers, and shall be excluded from such exclusive access and/or easement restrictions set forth in this Section, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with Master Developer or its assignees.

17. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the City prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The City shall issue a land disturbance permit if the standards of this Section 17 are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

17.1. **Mining In ~~Data Center~~RTI Overlay Zone.** Notwithstanding anything to the contrary herein, Owners, Master Developer, and the City acknowledge that Mining Activities are prohibited under the current applicable Zoning for the property ~~subject within~~ the ~~Data Center~~RTI Overlay Zone as set forth in Exhibit "L" and, without the written consent of the owner such property, the City staff will not support or initiate any zoning application or change to allow any Mining Activities to be conducted on, under, or within such property. Upon the request of the owner of such property to allow Mining Activities,

the City agrees to allow Mining Activities consistent with section 17 hereof.

18. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire, and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City 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. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

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

19.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and

19.2.4. ***Optional Cure.*** If the City 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.

19.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

19.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

19.3.1. ***Law and Equity.*** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.

19.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

19.3.3. ***Future Approvals.*** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

19.4. **Public Meeting.** Before any remedy in Section 19.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and

address the City Council regarding the claimed Default.

19.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 19.3 without the requirements of Sections 19.4. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

19.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

20. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows.

20.1. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

20.2. **Mediation of Disputes.**

20.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 20.3 shall be mediated.

20.2.2. **Mediation Process.** If the City and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

20.3. **Arbitration of Disputes.**

20.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

20.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 20.2.

20.3.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

20.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fourth District Court.

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

To Master Developer:	Oquirrh Wood Ranch, LLC Attn: Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To Owner's Representative:	Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To City:	Eagle Mountain City Attn: City Manager 1650 East Stagecoach Run

Eagle Mountain, UT 84005
pierome@emcity.org

With a Copy to: Eagle Mountain City
Attn: City Attorney
1650 East Stagecoach Run
Eagle Mountain, UT 84005
mdraper@emcity.org

21.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

21.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

21.1.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Modifications.**

22.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

22.1.1. **Modification of CPAs 2 and 3.** The modification/relocation of CPAs 2 and 3 as provided in Section 4.13.

22.1.2. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

22.1.3. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

22.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

22.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

22.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 23.

22.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

23. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owners or an assignee that succeeds to all of the rights and obligations of the Owners and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

23.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

23.2.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

23.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

23.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.4. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.5. **Planning Commission Review of Modification Applications.**

23.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.

23.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if

required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.7. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this ARMDA and/or the City's Vested Laws (or, only to the extent permissible under this ARMDA, the City's Future Laws).

23.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

24. **Two-year Reviews.** Every two years after the execution of this ARMDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The City shall these reviews at City Hall and schedule a special work session outside of the regular City Council meeting schedule. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2026 and then every two years thereafter. The Parties shall not be required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the consideration of the Parties pursuant to Sections 22 and 23.

25. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 20.2.

27. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

28. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

29. **Assignability.** The rights and responsibilities of Owners and/or Master Developer under this ARMDA may be assigned in whole or in part by Owners and/or Master Developer with the consent of the City as provided herein.

29.1. **Sale of Lots.** Owners and Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners and Master Developer.

29.2. **Related Entity.** Owners' transfer of all or any part of the Property to any entity "related" to any Owners (as defined by regulations of the Internal Revenue Service), Owners or Master Developer's entry into a joint venture for the development of the Project or Owners' pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners. Owners and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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

29.4. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

29.5. **Partial Assignment.** If any proposed assignment is for less than all of Owners or Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Owners and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

29.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

29.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

29.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

30. **Binding Effect.** If Owners sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

31. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

32. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

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

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

36. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the City, Owners, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Nate Shipp. The Owners' Representative shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

37. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

38. **Agricultural and Agricultural Related Uses of Property.**

38.1. **Generally.** The Parties acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that this ARMDA and the Community Plan contemplates that such agricultural and agricultural related uses may continue in portions of the Property. Agricultural and agricultural related uses which continue under the terms of this ARMDA may not be expanded or enlarged beyond the scope of operations in place as of the date of this ARMDA and shall not be materially changed unless the change is consistent with the Community Plan. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Vested Laws.

38.2. **Agricultural Use Prior to Development.** Anything herein to the contrary notwithstanding, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Owners and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-

9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

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

40. **Applicable Law.** This ARMDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

41. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

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

42.1. **Preservation of White Hills Water Company.** An Agreement styled "White Hills Water Company Transition and Acquisition Agreement with Eagle Mountain City" dated January 19, 2010 between White Hills Water Company, Inc. and Eagle Mountain City, along with any amendments, is hereby specifically preserved.

43. **Conflicts.** The City's Vested Laws shall apply to each Development Application except as the City's Vested Laws are modified by this ARMDA (including all exhibits thereto).

44. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed with the City Recorder and each Party shall also have an identical copy.

45. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on _____, 2023.

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

[signatures on following pages]

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the ____ day of _____, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the **MAYOR OF EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC

A Utah limited liability company

NATHAN SHIPP, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

NATHAN SHIPP, Manager

NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

PC INDUSTRIAL, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of **WHITE HILLS WATER COMPANY, INC.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **GSFJV, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me _____, duly sworn, did say that they are the _____ of GRANT SMITH FARMS, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF)

On the ____ day of _____, 2023, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **PC INDUSTRIAL, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Master Plan
Exhibit "C":	Community Plan
Exhibit "D":	City's Vested Laws (on file with City Recorder's Office)
Exhibit "E"	Development Application and Approval Process
Exhibit " E F"	Culinary Water System Plan
Exhibit " F G"	Sanitary Sewer System Plan
Exhibit " G H"	Storm Water Plan
Exhibit " H I"	Phase 1 Plan
Exhibit " I J"	Park Maintenance Agreement
Exhibit " J K"	Technical Guidelines
Exhibit " K L"	Data Center RTI Overlay Zone
Exhibit " L M"	Legal Description of Property Within Data Center RTI Overlay Zone
Exhibit "M"	Table of Use Distribution

EXHIBIT A

Legal Description of Property

PROJECT AREA PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF 209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A'; THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF 66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89° 34' 58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET; (2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S. 356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B

INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

DEVELOPMENT AREA 1 AREA CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

PROJECT AREA PARCEL 2

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TYSON SUBDIVISION TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 17, A DISTANCE OF 2668.91 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 2158.28 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S 15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.6701 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

PROJECT AREA PARCEL 3

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0° 38' 09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89° 23' 25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0° 22' 17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

BSA PROPERTY

(To be included pursuant to Section 4.11.1 of the ARMDA)

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID WEAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 100.00 ACRES

EXHIBIT B
Master Plan

EXHIBIT C
Community Plan

[see following pages]

EXHIBIT D
City's Vested Laws

[on file with City Recorder's Office]

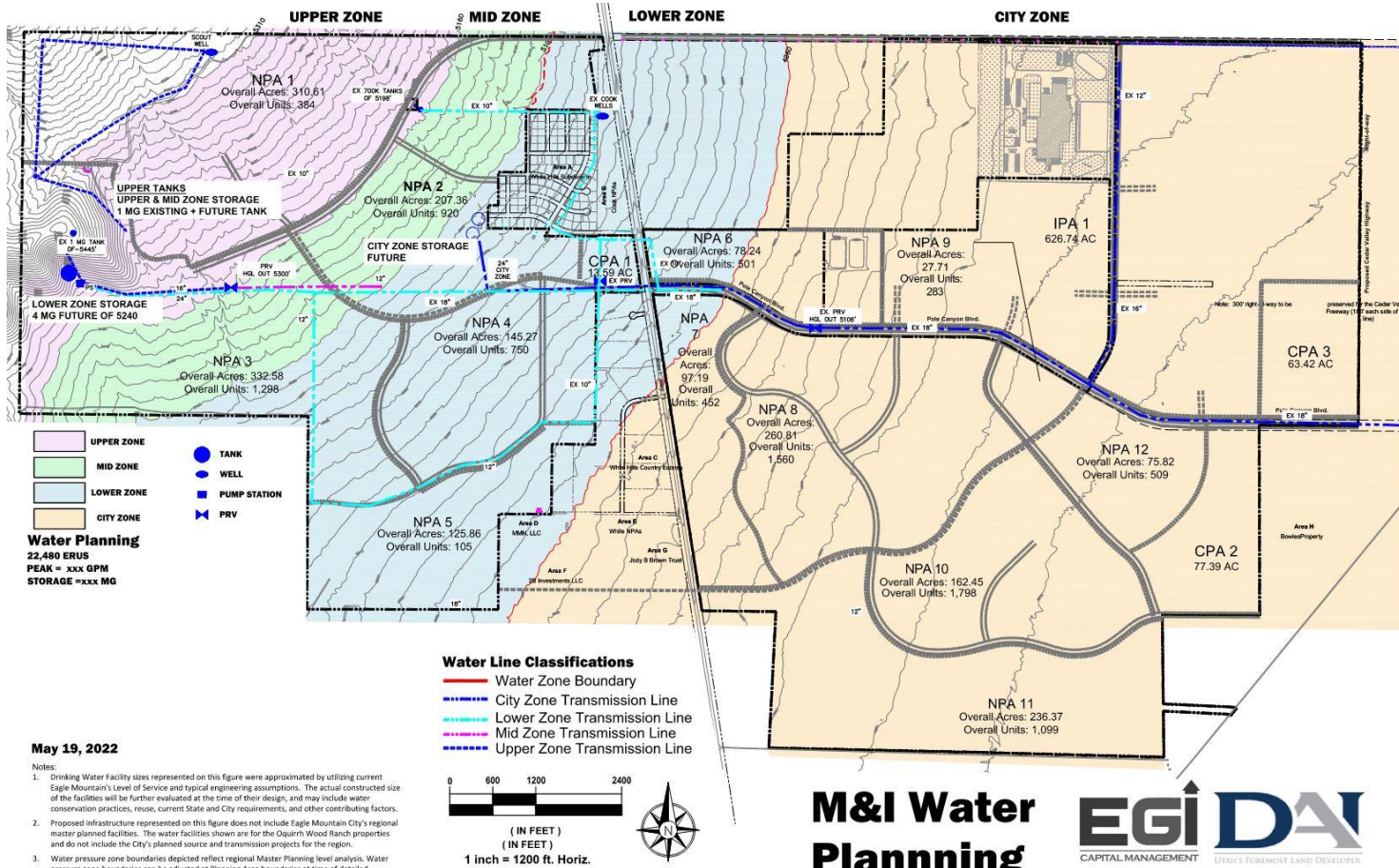
EXHIBIT E
Development Application Review and Approval Process

EXHIBIT E
Development Application Review and Approval Process

~~The City's Vested Laws shall apply to the processing of each Development Application except as the City's Vested Laws are modified by this ARMDA and this Exhibit "E" and Exhibit "L".~~

TYPE OF APPROVAL	APPROVING BODY
Subdivisions for Individually Platted Residential Dwelling Units	City Staff (with ARC certification of compliance) [†]
Apartment Dwelling Unit Site Plans	City Staff (with ARC certification of compliance) [†]
Commercial Site Plans	City Staff (with ARC certification of compliance) [†]
Vertical Mixed-Use Site Plans	City Staff (with ARC certification of compliance) [†]

EXHIBIT EF
Culinary Water System Plan



**M&I Water
Plannning**

EGI DAI
CAPITAL MANAGEMENT UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA - DRINKING WATER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide drinking water to the West Side Service Area (WSSA). This planning covers the property within the Pole Canyon Community Plan being property controlled by Oquirrh Wood Ranch (OWR). It is intended that this document be the basis for planning infrastructure and identifying probable water demands for the WSSA. The information included will be a guide for development of the water system facilities in serving both current and future needs. The document will focus primarily on System Level Infrastructure.

The specific objectives of the document include:

- Identify Level of Service parameters for the drinking water system
- Quantify existing demands on the drinking water system
- Identify existing infrastructure with allocated capacity
- Estimate future growth demands
- Identify System Level Improvements & pressure zone boundaries

Existing Water System

During the late 1970's and early 1980's the existing water system was constructed. The system was owned and operated by the White Hills Water Company (WHWC). Currently 121 residential connections are provided water services for both indoor and outdoor demands. In 2008 OWR Principals took over the ownership and operation of the WHWC. In 2010, OWR and Eagle Mountain City entered an agreement that, after certain conditions were met, the existing water system would be phased into the City, wherein the City would own and operate the facilities. Any excess capacities within the source, storage, and distribution systems conveyed to the City would be reserved for OWR for future development. OWR made improvements to the water system as well as constructed new water pipelines. The following are existing facilities that have been or are planned to be provided to the City:

Source – The current water supply is from groundwater sources through two wells (Cook Well #1 & #2). Cook Well #1 was the original source of water for the WHWC. In 2017 OWR as Owner/Operator the WHWC replaced the well pump in the Cook Well #1 and per Division of Drinking Water requirements drilled a second well, Cook Well #2 to provide a redundant water source for the system. Both wells are within the same site. Each well have been rated at a capacity of 1,200 gpm each with their current installed pumps while pumping to the existing White Hills lower tanks site. At present, the two wells combined authorized capacity is rated as 1,200 gpm due to the need of a redundant water source. At such time additional water source is developed to feed into the west service area then the present combined capacity can be increased to 2,400 gpm. From well logs and a hydrogeologic evaluation the potential capacity of each well is approximately 2,200 gpm. Again, at such time additional water source is developed to feed into the west service area then the potential combined capacity can be increase to 4,400 gpm The following table provides source capacity and includes existing residents Peak Day Demands being served by the Cook Wells #1 and #2:

Table: Existing Source Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Proposed Increased Capacity (gpm)
Original Cook Well #1	1,200	100	1,100	2,200
New Cook Well #2	1,200	0	1,200	2,200

Transmission/Distribution – Pipe diameters are reported to range from 6-18 inches in diameter. Improvements have been made to pipelines in accordance with condition of acceptance of the pipelines by the City. Namely replacement of a 10" water line in Wilson Ave. with 10" C900 PVC, a casing crossing of Hwy 73 with 10-inch C900 PVC, and a 10-inch PVC C900 line has been installed along the east side of Hwy 73. A PVC C900 line has also been installed to the White Hills Country Estates Subdivision. From SR-73 to the Tyson Foods site an 18-inch PVC C900 line was installed during November & December of 2019. The transmission line capacity will also be utilized by OWR for future developments. An 18-inch PVC C900 transmission line was constructed to the west of SR-73 as a transmission line to a future tank. This line still needs to be tested and commissioned. The capacity in the following table was estimated using a velocity of five feet per second for peak flows.

Table: Transmission Summary

Name	Capacity (gpm)	Existing System Use (gpm)	OWR Available Capacity (gpm)	Pipe Length (ft)
Pole Canyon Blvd 18 - Inch C900 WL to Tyson Pkwy	3,621	750 (20.7%) Tyson Demands	2,871 (79.3%)	6700'
Tyson Pkwy 16-Inch C900	2,884	750 (26.0%) Tyson Demands	2,134 (74.0%)	3250'
Tyson Pkwy 12-Inch C900	1,661	28 (1.7%) Tyson 1.5" Connection	1,633 (98.3%)	1600'
West Transmission Line 18-inch C900	3,621	0	3,621 (100%)	4585'

Storage – There are currently three storage tanks within the system. However only the two lower tanks are active and online and under ownership and operation of the City. The upper tank will be placed into the system once a transmission line is activated to the tank. All tanks were constructed of steel. All three tanks have been refurbished with new coatings and other repairs to bring them into compliance. The storage tanks are summarized in the following table and includes existing residents and Tyson Foods Peak Day Demands:

Table: Existing Storage Tank Summary

Name	Capacity (gal)	Existing System Use (gal)	OWR Available Capacity (Gal)	Overflow Elevation (ft)
Lower Tank #1	220,000	220,000	0	5198'
Lower Tank #2	550,000	548,000	2,000	5198'
Upper Tank	1,000,000	0	1,000,000	5445'

The water storage tank capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

Pressure Zones – There are currently three pressure zones in the system. The main zone that provides pressure to White Hills Subdivision. The City zone that through a PRV provides pressure to Tyson Foods. A smaller zone provides decreased pressures to the White Hills Country Estates through a PRV.

Future System

Level of Service Requirements - The Eagle Mountain drinking water system provides indoor water, outdoor irrigation and fire protection. The following are proposed level of service parameters for the WSSA demands, and pressure requirements. These parameters include some as currently found in the City's proposed 2021 Impact Fee Facility Plan (IFFP '21), or as proposed by OWR:

- 20 psi residual pressure during Peak Day + Fire Flow Events (IFFP '21)
- 30 psi during peak instantaneous demands (IFFP '21)
- 40 psi during peak day demands (IFFP '21)
- 0.30 Ac-ft/yr for single family indoor (HAL Memo dated July 26, 2022).
- 0.24 Ac-ft/yr for multi family or active adult (HAL Memo dated July 26, 2022).
- 3.20 Ac-ft/yr for outdoor turf grass landscaping (HAL Memo dated July 26, 2022).
- 1.43 Ac-ft/yr for outdoor water-wise/xeriscape (HAL Memo dated July 26, 2022).
- 375 gpd/ERC for peak indoor day demand single family – (Minimum Sizing Standard, Division of Drinking Water for Saratoga Springs letter dated March 31, 2020)
- 300 gpd/multi family or active adult residence peak indoor day demand (20% reduction to SF)

- 5.0 gpm/irrigated acre for peak outdoor day demand as turf (increased from City's 3.96 gpm/irrigated acre demand by 25%)
- 2.23 gpm/irrigated acre for peak outdoor day demand as xeriscaping/water wise landscape (44.69% of turf demand per HAL Memo dated July 26, 2022).
- 268 gpd per single family indoor storage (average day demand per HAL Memo dated July 26, 2022).
- 214 gpd per multi family or active adult indoor storage (reduction of single family by 20%)
- 2848 gpd per irrigated acre for outdoor storage (City 2021 LOS per IFFP).
- Commercial and Industrial demands, water rights, and storage will be determined on a case by case basis and established on fixture counts or use data.
- Minimum residential fire flow is anticipated as 1500 gpm for 2 hours for new construction (Actual will depend on Fire Marshall requirements for Industrial and Commercial).
- Minimum fire flow for industrial/commercial is anticipated as 3000 gpm for 3 hours (Tyson Foods – Ph 1)

Outdoor landscaping for each area will be determined by the Developer utilizing some waterwise/xeriscaping. Water demands, storage, and source will be computed utilizing the above referenced level of service.

Planned ERUs – The Development Agreement update provides for 9659 residential ERU's.

Planned Pressure Zones – The attached figure provides for the proposed location of the planned pressure zones. The Upper and Mid Zones storage will be through the Upper Tank HGL. The Lower Zone storage will be through a planned 4MG tank with augmented flows from the Upper Tank during emergencies through a PRV. The existing Lower Tanks HGL do not fit into the proposed pressure zones and may need to be utilized separately. The Industrial/City Zone is planned to provide storage through PRVs from the new 4 MG Lower Tanks HGL until lower tanks for this pressure zone are constructed. However, during an emergency the zone is also connected to the City's Main Zone through a PRV for fire flows. It was anticipated that zone boundaries provide the minimum City pressure standards with a maximum pressure of 120 psi.

Future Facilities

Source/Pumping – Water source pump stations will be provided for each zone. The stations will be sized for each zone utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the Upper, Mid and Lower Zones.

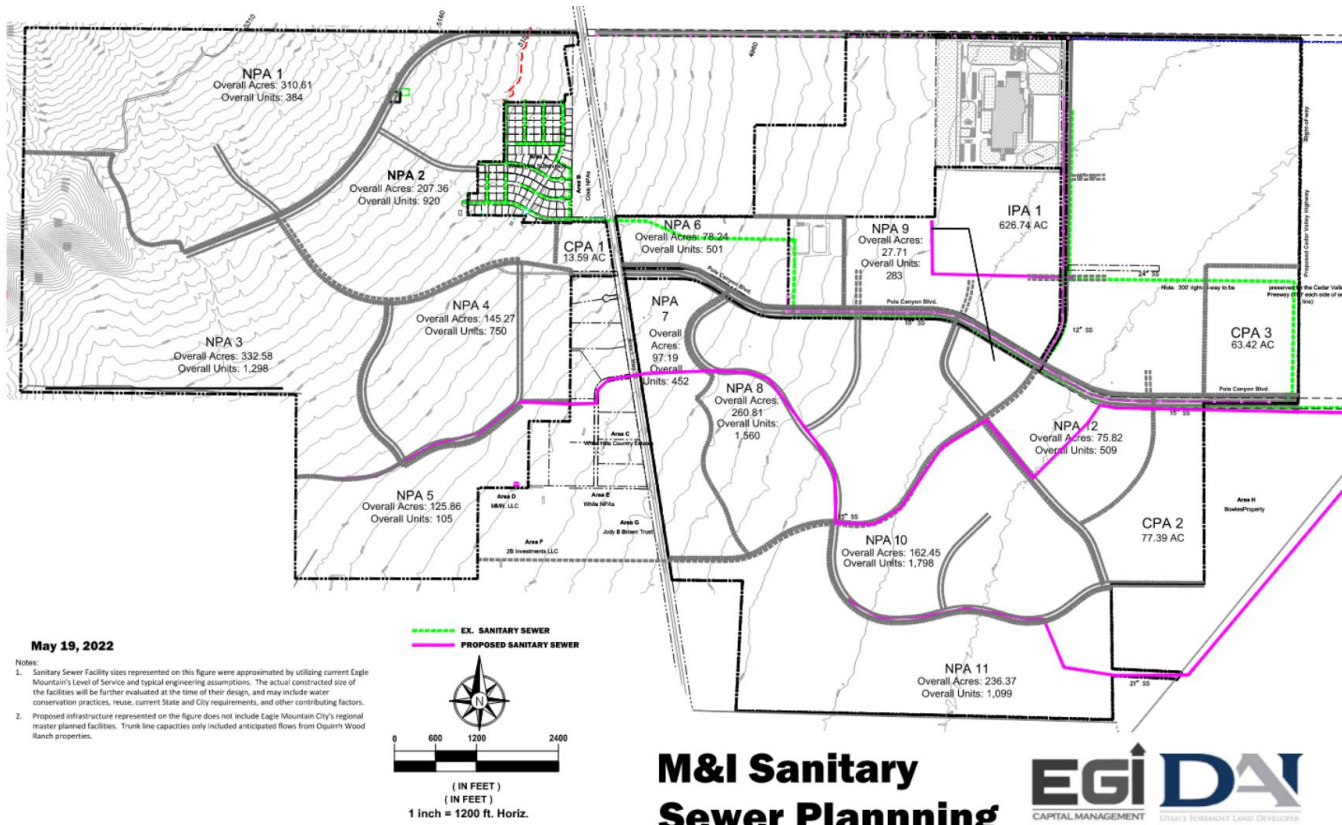
For water supplied to the Pole Canyon Community Plan area by Central Utah Water Conservancy District (Central Water Project) the end user shall pay for the "source" component of the CUP water at the City's then current fees and rate.

Storage – The following are anticipated storage locations for each zone:

- Upper/Mid Storage – 1.0 MG Existing Tank plus Future Tank (Suggest moving Existing WH 500k Tank)
- Lower Storage – 4 MG Total, 2 MG needed by OWR and 2 MG by City
- City/Industrial Storage – Placed near open space northeast of White Hills Subdivision

Transmission – Transmission lines are planned to follow roads. The figure provides the anticipated transmission backbone for OWR. Major transmission lines will be required from the Upper and Lower Tanks to the distribution system. It is also anticipated that a major transmission line will follow the southern boundary of OWR.

EXHIBIT FG
Sanitary Sewer System Plan



WEST SIDE SERVICE AREA – SANITARY SEWER FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide sanitary sewer (SS) service to the West Side Service Area (WSSA). This planning covers the property holdings of Oquirrh Wood Ranch (OWR) as of March 2022. It is intended that this document be the basis for planning infrastructure and identifying probable sewer demands for the WSSA. The information included will be a guide for development of the sanitary sewer system facilities in serving both current and future needs. The document will focus primarily on System Infrastructure.

The specific objectives of the document include:

- Quantify existing sanitary sewer flows
- Identify existing infrastructure with allocated capacity
- Determine future growth and sewer loading
- Identify general system improvements

Original Sanitary Sewer System

During the late 1970's and early 1980's the existing sanitary sewer system was constructed. The system was owned and operated by the White Hills Special Service District (WHSSD). Currently 110 residents are provided sanitary sewer services. In 2010 the WHSSD and Eagle Mountain City entered into an agreement to convey the sewer collection system and treatment lagoons to the City once certain improvements were completed including rehabilitation of the lagoons. Upon further evaluation it was determined the preferred approach would be to abandon the lagoons and convey the sewer flows to the City's wastewater treatment facility. To date all of the needed improvements have been completed to the satisfaction of the City and the City now owns and operates the existing sewer infrastructure. The following are existing facilities that have been provided to the City:

Sewer Lines – Pipe diameters are reported to range from 8-12 inches in diameter. Improvements have been made to pipelines to get them in a satisfactory condition for the City. Pipes within the subdivision are 8-inch in diameter except for the main 12-inch trunk line in Wilson Ave that terminates at the Lagoons.

Lagoons – The lagoon system has been deemed by the Utah Division of Environmental Quality (DEQ) to be non-conforming. The lagoon system has been bypassed when the Pole Canyon Lift Station and Force Main were operational (May 2021). The Lagoon will be decommissioned per previous agreements between the City and WHSSD.

DEQ Funded Infrastructure

Due to the non-conformance of the existing sewage lagoon the City acquired funding both in grant and a low interest loan to convey sewage to the City's treatment facility. The original project anticipated a 12-inch gravity line from the terminus of the original WHSSD piping, at the lagoon, to the OWR east property boundary. This project is known as the Pole Canyon gravity line. The overall DEQ project also anticipated the construction of a small lift station at the east boundary of OWR and 6-inch force main to the City's trunk line in Pony Express Road. OWR provided additional funds to upsize the gravity line to a 15-inch. The gravity line is active to the new lift station location.

During the summer of 2019, OWR contracted with Tyson Foods to develop a parcel of land. Due to the sanitary sewer project flows it was necessary to halt construction of the lift station and force main. It was agreed upon by the City and OWR that a larger lift station and force main would be constructed. DEQ agreed that remaining funds could be utilized for the planned larger facilities. However, the additional upgrade costs will be borne by OWR.

Tyson Foods Sanitary Sewer Infrastructure

The following are infrastructure recently constructed to provide Tyson Foods and other development adequate sanitary sewer capacity. The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system. It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

Sewage Lift Station – The initially planned small lift station was deemed inadequate for the Tyson Foods flows. It was therefore agreed that a larger lift station would be constructed at the same location as the smaller station. The lift station has an initial capacity of 1,000 gpm with the opportunity to expand to 2,000 gpm. The lift station has been deemed as temporary until there is sufficient funding for a gravity line from the station to the City's treatment plant. Included in the lift station are the pumps, piping, valving, enclosure, generator, permanent power, emergency pond and fencing all per the City's standard design.

Sewer Lines –

- Tyson Parkway 18 & 12-inch PVC trunk lines. These lines have been constructed within Tyson Parkway and convey sewage from Tyson Foods to the south within piping beneath Tyson Parkway. A 12-inch line has also been installed in Tyson Parkway that would convey lesser flows to Pole Canyon Blvd.
- Tyson Parkway Extension 24-inch PVC trunk line. This line conveys Tyson Food flows and other future development along an easterly proposed road alignment to near the OWR eastern boundary and then south to the end of the existing 15-inch Pole Canyon gravity line. This line was constructed at the end of 2020 and is actively conveying sewage flows from Tyson Foods to the lift station.
- Pole Canyon 12-inch HDPE forcemain. The forcemain is in lieu of the smaller 6-inch line provided in the DEQ funding package. The larger 12-inch line provides for 2,000 gpm capacity. The forcemain conveys sewage from the Pole Canyon Lift Station to the Pony Express City gravity line. The force main was completed in November 2020.

Wastewater Treatment – Treatment for the generated wastewater within the OWR property will be treated through the City's facilities. Treatment facilities are in the process of being upsized to adequately treat Tyson Foods effluent along with other city-wide development.

Future System

Level of Service Requirements - The Eagle Mountain sanitary sewer system provides the conveyance and treatment of wastewater generated within the City's boundary. The following are level of service demands, and requirements:

- 220 gpd per single family residence (Eagle Mountain Proposed 2022 Impact Fee Analysis)
- 176 gpd per mutli family or active adult residence (20% reduction of SF)
- Commercial and Industrial flowrates will be determined on a case-by-case basis.

To comply with DEQ requirements it is assumed that any piping 12-inch and less will require a 4.0 peaking factor with design of the piping to not be more than 50% full. For piping larger than 12-inch a peaking factor of 2.5 will be provided with piping not to exceed 75% full.

Planned ERUs – The 2022 Development Agreement provides for 9659 residential ERU's. The Commercial and Industrial area is planned for approximately 910 acres. The total flowrate for the development was estimated to be the capacity of a 36-inch pipe at a slope of 0.072% or 9,523 gpm.

Tyson Flows – Tyson Foods has provided a Phase 1 peak flowrate of 700 gpm. Their agreement, should additional processes be added, is a peak flowrate of 1,300 gpm.

White Hills – In the City's 2020 Sanitary Sewer Impact Fee Facility Plan the White Hills subdivision flowrate was estimated at 52 gpm.

Future Facilities

Development Trunk Lines – Trunk lines are planned to follow roads. The figure provides the anticipated backbone for OWR sewer conveyance system. A Major southern trunk line is planned to convey flow from future development west of SR-73 to the east and terminate at Pole Canyon. It is anticipated that the major trunk lines will have diameters of 15-24 inches.

Minor collection lines will be provided throughout the development in sizes ranging from 8-12 inches. Capacity will be determined during design with actual slopes. Due to the flat slopes on the east end of the OWR property it is anticipated that trunk lines will be constructed with flow through manholes poured in place around the pipe.

Offsite Trunk Line – A single offsite trunk line has been planned from the eastern boundary of OWR to the treatment plant. Conceptual planning has provided the need for a 36-inch pipe due to slope and anticipated flowrates. Planning calculations have shown that OWR will require all of the capacity of the trunk line. The 36-inch pipe is planned to connect into a 42-inch pipe at Tiffany Lane. The 42-inch pipe was constructed during 2020 and was funded by the Eagle Mountain Founders group.

Future Development Credit for Sewer Infrastructure - The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system. It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

The following Table provides total capacity and remaining capacity for sanitary sewer facilities as constructed or funded by OWR:

Table: Capacity Summary

Name	Capacity (gpm)	Existing System Use (gpm) @ LOS of 220 gpd	OWR Remaining Capacity (gpm)	Remaining ERUs @ LOS of 220 gpd
Pole Canyon Blvd 15 -Inch SS to Lift Station	1,375 ID=14.3" S=0.25% n=0.011	46 (3.3%) White Hills	1,329 (96.7%)	3,480
Tyson Pkwy 18-inch SS to 24-inch SS	1,513 ID=17.6" S=0.10% n=0.011	700 (46.2%) Tyson Flows	813 (53.8%)	2,130
Tyson Pkwy 12-inch SS to Pole Canyon	404 ID=11.8" S=0.20% n=0.011	0 (0%)	404 (100%)	1,058
Tyson Pkwy 24-inch SS Extension to Lift Station	5,530 ID=23.3" S=0.20% n=0.009	700 (12.7%) Tyson Flows	4,830 (87.3%)	12,645
Pole Canyon 12-inch HDPE Forcemain	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283
Pole Canyon Lift Station, Ultimate 2,000 gpm	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283

Treatment – The City will treat future wastewater flows generated within the OWR holdings. The City has identified in Master Planning ongoing improvements at the Waste Water Treatment Plant to adequately process future growth flows.

EXHIBIT GH
Storm Water Plan

WEST SIDE SERVICE AREA – STORM DRAIN FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide storm drainage service to the West Side Service Area (WSSA). This document covers the property holdings of Oquirrh Wood Ranch (OWR) and is intended to be the basis for planning infrastructure for the WSSA. The information included will be a guide for development of the drainage facilities in serving both current and future needs. The document will focus primarily on essential system Infrastructure.

The specific objectives of the document include:

- Identify design standards and overall strategies for generated storm water runoff control including Low Impact Development (LID)
- Provide direction for the planning of future facilities throughout OWR

Original White Hills Storm Drain System

When the original White Hills subdivision was constructed the conveyance for storm water runoff was adjacent waterways as typical rural development. Roadway generated runoff followed the curb and gutter and discharges into drainage ditches adjacent to SR-73. It appears that there has been past flooding within the cul de sacs low points. To mitigate flooding a curb inlet box has been installed to control runoff from passing through developed residences. It also appears that a large cutoff ditch was constructed to the north of the development to direct Pole Canyon and other hillside runoff away from the subdivision. There appears to be no other drainage systems except for culverts crossing UDOTS SR-73 highway. Historic drainage channels have been removed during the decades of farming and any runoff generated onsite has been distributed to the dry farms in the area.

Offsite Drainage Conditions

The Pole Canyon drainage area which encompasses approximately 6,900 acres is conveyed primarily through the project area from the mountain watershed. Facilities will be planned to adequately manage the runoff.

Past Stormwater Runoff Analysis

In May of 2009, Aqua Engineering provided a Storm Drainage Analysis for the OWR property (Pole Canyon Area). The analysis provided for overall conveyance locations, runoff values for the foothills, and other hydrologic information. The analysis assumed strategic concentration points based on topographic natural conveyance points rather than following an alluvial fan regime. This storm drain plan however, should be modified to incorporate recent LID strategies. Also of note, the analysis correctly identifies poor draining soils toward the east of the project where mostly silts are found in the upper soil layers. Special attention must also be followed to avoid placing infrastructure near collapsible soils.

Level of Service Requirements

The following are level of service requirements as found in the City's 2012 Impact Fee Rate Analysis, Nov 2012:

- Size storm drains to keep water from ponding in streets and intersection during a 10-yr event
- Minimum pipe size of 15-inch
- Evaluate how storm drains will function during a 100-year storm even and identify areas where flooding may occur

- Require detention of all improvements that will limit discharge to calculated pre-developed flows. Detention and retention facilities must be designed to handle the volume from a 100-year storm event.

Strategies for OWR Stormwater Runoff

Due to the closed drainage basin of the Cedar Valley, flat slopes, and soils the storm drain system requires special attention for design. The following are strategies anticipated for storm water runoff:

- Provide LID bio-swales and filter strips where possible to assist in the infiltration of runoff into the soils. These will be best incorporated into larger roadway and industrial corridors behind the sidewalk but can also be modified for more local applications. This strategy has been planned for Pole Canyon Blvd.
- Provide large regional retention ponds within parks where possible to allow for infiltration and dual use.
- Require industrial and commercial developments to provide retention for their development. This was required for the Tyson Foods property.
- Utilize other LID strategies to contain runoff, including sumps, deeper wells, and etc.
- Require residential landowners to contain runoff on their lots.
- Residential development will likely require piping to convey street runoff to regional parks or utilize sumps/LID strategies to disperse the runoff into appropriate soils.

Future Facilities

Conveyance facilities are planned to parallel roadways and run from the west to east. Regional parks have been identified to also act as retention/detention ponds. LID swales and channels will be incorporated into the design of major roadways. Within areas where soils allow for percolation, LID strategies will be analyzed for beneficial use.

The Pole Canyon channel and other smaller canyon channels will be routed through the development. The routing will utilize drainage paths to route potential floods away from private property.

Capacity

Excess storm drain capacity within future constructed facilities, will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

EXHIBIT H1
Phase 1 Plan

EXHIBIT I
Park Maintenance Agreement

PUBLIC PARK MAINTENANCE AGREEMENT
[park description]

This Public Park Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between Eagle Mountain City, a political subdivision of the State of Utah ("City"); and _____ a _____ ("HOA"). City and HOA may be referred to herein collectively as "Parties" or individually as a "Party."

RECITALS

A. There is, within the boundaries of the City, a master planned project known as Firefly ("Firefly") which is currently being developed by Oquirrh Wood Ranch, LLC ("Master Developer").

B. As part of Firefly, Master Developer is constructing substantial parks, trails, and open space ("PTOS"). A portion of the PTOS will be dedicated to the City for general public use and enjoyment (collectively the "Public PTOS"). The remainder of the PTOS (collectively the "Private PTOS") will be owned, managed, and/or maintained by the HOA.

C. Master Developer desires that the Public PTOS be maintained to a standard similar to the Private PTOS.

1.

D. The City is willing to allow HOA to maintain certain aspects of the Public PTOS at HOA's cost. Accordingly, this Agreement is in the best interests of the City and the general public with regard to the maintenance of the Public PTOS.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

AGREEMENT

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Maintenance of Public PTOS.** HOA agrees to maintain the Public PTOS as set forth in the attached Exhibit "A" subject to the terms and conditions of this Agreement.

2.

3. **Scope of Maintenance; Standards.** The scope and standards of maintenance for the Public PTOS are set forth in the attached Exhibit "B" (collectively the "Maintenance Standards").

4. **Maintenance and Operation Costs.** The Parties agree that maintenance and operation costs for the Public PTOS shall be as follows:

- a. **Maintenance Standards.** HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".
- b. **Hardscapes.** City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

c. Power. City shall pay all of the electricity costs associated with the Public PTOS.

d. Water and Sewer. City shall pay all of the water and sewer costs for the Public PTOS.

3.

5. Water Usage. If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.

4.

6. Failure to Meet Maintenance Standards. If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.

7. Reports. Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.

8. Term; Optional Renewal. This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.

9. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10. Notices: Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To HOA: _____

With a copy to: Oquirrh Wood Ranch, LLC
Attn: Nate Shipp
14034 S. 145 E. Suite 204
Draper, UT 84020
nate@daiutah.com

11. Amendments. This Agreement may be amended only by a writing executed by HOA and an authorized executive official or representative for City.

12. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

13. **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for both the City and HOA, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

14. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

15. **Remedies.** Any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

16. **Attorney Fees.** If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

17. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

18. **No Third-Party Beneficiaries.** This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

19. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

5.

20. **Indemnity.** City shall indemnify and hold harmless HOA, and each of HOA's respective directors, officers, agents, employees, and contractors ("Indemnitees") from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with any negligence or misconduct of HOA, its directors, officers, agents, employees, and contractors. This Indemnity coverage of this Section 20 shall survive the termination of this Agreement.

21. **Entire Agreement, Counterparts and Exhibits.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

22. **Government Records Access and Management Act.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by HOA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with HOA. Any materials for which HOA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify HOA of any requests made for disclosure of documents submitted under a claim of business confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the Effective Day first written above.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form and legality

HOA

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Public PTOS

[Include Map and/or Legal Description]

[if any fixtures or aspects of the Public PTOS are not subject to this maintenance agreement, list here]

SAMPLE

EXHIBIT B

Maintenance Standards

[these standards are generic and may be modified by the parties on a case-by-case basis]

I. Turf Maintenance

1. Mowing and Edging

- a. Turf lawn must not exceed 4" in length and may not be cut shorter than 2.5 inches.
- b. Trim edges of turf lawns at least twice a month or as often as needed to maintain a neat and tidy appearance. Use a blade edger for all turf edges including areas where turf abuts planter beds, curbs, paving, etc.

2. Seeding

- a. Seeding will be done as needed to maintain a thick, healthy turf. Thinning or bare areas shall be seeded on a regular basis, until a thick, healthy turf is established. Overseeding should be completed in conjunction with aerification.

3. Fertilization

- a. There shall be no less than four applications of fertilizer throughout the turf growing season. Fertilizer mixes should be based on the nutrient needs of the turf and soil. Master Developer and/or HOA may determine the appropriate fertilizer for the season.
- b. The spring and fall fertilization applications shall include a pre-emergent herbicide and a broadleaf herbicide.
- c. Inspect the turf monthly for grubs, insect, fungus or rodents and treat with the appropriate remedy until the issue has been resolved.

4. Aeration

- a. All turf grass areas shall be aerified at least once a year.

5. Weed Control

- a. All turf areas shall be maintained weed free. RSL may determine and utilize the most effective methods of weed control.
- b. All native grass areas shall be maintained free of broadleaf weeds.
- c. Use only State-approved herbicides to control weed growth in turf areas.
- d. Turf will receive at least two annual applications of selective broadleaf weed herbicide per year. Application will ideally be executed in the spring and fall months as weather permits.

6. Irrigation

- a. Turf shall be irrigated such that a healthy turf persists and grows vigorously throughout the growing season.
- b. The irrigation system and all its integrated components shall be maintained to function as designed.
- c. An irrigation audit will be performed weekly during the operational season to ensure that the irrigation system is functioning as designed.

- d. All irrigation systems shall be winterized each year prior to November 30th. Winterizing requires compressed air to be blown into each line, where reasonable, fully removing all water and minimizing chance for damage.

II. Tree and Shrub Maintenance

1. All mulched areas around trees and shrubs, including tree wells, shall be maintained weed-free.
2. All dead plant material shall be removed and replaced with the same or similar material.
3. Annual pruning and deadheading of trees, shrubs and grasses shall be performed.
4. All trees, shrubs and plant material shall be watered sufficiently to promote vigorous growth through the growing season.
5. Inspect all trees monthly through the growing season and treat any disease or insect/borer infestation with the appropriate pesticide or fertilizer.

III. Playground Maintenance

1. A biennial playground audit shall be performed by a Certified Playground Safety Inspector (CPSI).
2. Playground equipment must comply with American Society for Testing Materials (ASTM) and U.S. Consumer Product Safety Commission standards (See ASTM F1487-17, ASTM F2223-15, ASTM F1292-17, and CPSC Public Playground Safety Handbook).
3. All playground components that do not comply with the above regulation must be immediately removed from service and repaired.

IV. General Maintenance

1. All loose trash and debris shall be picked up and disposed of on a weekly basis.
2. All trash receptacles and dog waste stations shall be emptied on a weekly basis.
3. Dog waste stations shall always be stocked with disposable bags.
4. Any graffiti or vandalism shall be cleaned up or repaired as soon as possible.
5. All fencing shall be maintained in good repair. Any damaged sections of fence shall be repaired or replaced as soon as possible.
6. City shall provide Master Developer and/or HOA with 30 days' prior written notice (or as soon as reasonably practicable) before closing any Public PTOS for any reason.

EXHIBIT JK
Technical Guidelines

[see following pages]

EXHIBIT KL
*Data Center***RTI** Overlay Zone

The following standards shall apply to the property within the RTI Overlay Zone as described in Exhibit “L” and in addition to the rights, procedures, and provisions of Chapter 17.48 of the City’s Vested Laws. For the purposes of property described in Exhibit “L”, all references in the Chapter 17.48 of the City’s Vested Laws to the underlying zone and underlying zoning will be to the provisions of Chapter 17.40 of the City’s Vested Laws (Industrial Zone), notwithstanding anything to the contrary contained in the ARMDA. These standards, along with Chapter 17.48 of the City’s Vested Laws, shall vest with the property described in Exhibit “L” for the term of the ARMDA. If there is any conflict between this Exhibit and the ARMDA or Community Plan, this Exhibit controls.

1. **Permit Approvals.** All permit applications (including, but not limited to, grading, excavation, foundation, footings, and/or building permits, etc.) shall be: (a) subject to the special approval process set forth in Section 17.48.020 of the City’s Vested Laws, unless otherwise modified herein; (b) considered administrative applications; and (c) subject to final review by the Development Review Committee (as defined in Section 17.48.020 of the City’s Vested Laws) as the final approval authority for such applications. In addition to the foregoing, no public hearings shall be required for any applications made under the RTI Overlay Zone and all permit applications shall be reviewed and, unless otherwise incomplete or non-compliant with the requirements hereof, issued within thirty days of the date of complete application.

2. **Master Developer Seat on DRC.** So long as Master Developer is not the applicant for a Development Application subject to the special approval process of the RTI Overlay Zone, Master Developer, or its designee, shall occupy one seat on the board of the Development Review Committee and shall participate in all reviews and meetings of the Development Review Committee where applications subject to the RTI Overlay Zone are considered.

3. **Utility Service Approvals.** All requests to connect any project located within the RTI Overlay Zone to public utilities or other services shall be subject to the administrative approval process set forth in the RTI Overlay Zone of the ARMDA, if applicable. No public hearings shall be required for such requests/applications.

4. **Substation Approvals.** All requests to connect a power utility substation(s) on any property within the RTI Overlay Zone shall be subject to the administrative approval process set forth in the RTI Overlay Zone of the ARMDA, if applicable. No public hearing shall be required for such requests/applications.

5. **Data Center as a Permitted Use.** Data Centers, as that use is defined on page 5-05 of the Community Plan, are a permitted use within the RTI Overlay Zone.

6. **Building Height.** Buildings within the RTI Overlay Zone may not be constructed higher than 100 feet (exclusive of critical infrastructure equipment or other equipment installed on the roof of the building, together with appropriate screening). Height may increase above 100 feet provided that there is a three-foot setback for that part of the building for each additional one foot increase in height above 100 feet. The Development Review Committee may approve any building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight).

7. **Lighting.** [Note: These are modifications to Chapter 17.56 of the City’s Vested Laws (which is cross-referenced – but not contained in – the RTI Overlay as set forth in Chapter 17.48 of the City’s Vested Laws)]

a. **LED Lights.** Due to their high energy efficiency, the use of LED lamps is encouraged for outdoor illumination whenever it would not be detrimental to the use of the Property as determined by the Development Review Committee.

Formatted: Font: 11 pt, Bold, Underline

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Don't add space between paragraphs of the same style, Line spacing: single

Formatted: Font: 11 pt, Bold

Formatted: Font: 11 pt

Formatted: Body Text, Left

Formatted: Font: 11 pt

Formatted: Body Text, Left, Don't add space between paragraphs of the same style, No bullets or numbering

Formatted: Font: 11 pt

Formatted: Font: 11 pt, Not Bold

Formatted: Font: 11 pt, Not Bold, No underline

Formatted: List Paragraph, Add space between paragraphs of the same style, No bullets or numbering

Formatted: List Paragraph, Add space between paragraphs of the same style, No bullets or numbering

Formatted: List Paragraph, Add space between paragraphs of the same style, No bullets or numbering

Formatted: List Paragraph, Add space between paragraphs of the same style, No bullets or numbering

Formatted: List Paragraph, Add space between paragraphs of the same style, No bullets or numbering

b. *Total Outdoor Light Output.* Outdoor light output in excess of 100,000 lumens per net acres may be used in case of emergency for outdoor equipment such as repairing stand-by generators, transformers, or outdoor HVAC equipment.

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Body Text, Left, Don't add space between paragraphs of the same style, Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Font: 11 pt

Formatted: Legal3_L9, Left, None, Add space between paragraphs of the same style

EXHIBIT LM

Legal Description of Property Within ~~Data Center~~ RTI Overlay Zone

A PARCEL OF LAND SITUATE WITHIN EAST HALF OF THE WEST HALF (E-1/2 OF W-1/2) AND THE EAST HALF (E-1/2) OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°22'24" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2592.46 FEET, TO THE PROPOSED NORTHERLY LINE OF POLE CANYON BOULEVARD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°40'33" WEST, A DISTANCE OF 2619.49 FEET, TO A POINT OF CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A 923.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 30°36'36", A DISTANCE OF 493.11 FEET, THE LONG CHORD OF WHICH BEARS NORTH 74°22'15" WEST, A DISTANCE OF 487.26 FEET; (3) NORTH 59°03'57" WEST, A DISTANCE OF 722.41, TO THE EASTERLY LINE OF TYSON PARKWAY, AS SHOWN ON THE TYSON SUBDIVISION, RECORDED AS ENTRY NO.: 95910:2019, MAP NO.: 16725 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 30°56'03" EAST, A DISTANCE OF 389.58 FEET, TO A POINT OF CURVATURE; (2) NORTHEASTERLY ALONG THE ARC OF A 700.00 FOOT-RADIUS CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 30°32'01", A DISTANCE OF 373.04 FEET, THE LONG CHORD OF WHICH BEARS NORTH 15°40'03" EAST, A DISTANCE OF 368.64 FEET; (3) NORTH 0°24'02" EAST, A DISTANCE OF 3998.96 FEET, TO A POINT OF CURVATURE; (4) NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'51", A DISTANCE OF 78.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°29'58" EAST, A DISTANCE OF 70.83 FEET, TO THE SOUTH LINE OF PROPOSED 4000 NORTH STREET (POLE LINE ROAD); THENCE SOUTH 89°23'59" EAST, ALONG SAID SOUTH LINE BEING 47.00 FEET PERPENDICULARLY DISTANT TO AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 696.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER QUARTER LINE; THENCE SOUTH 89°24'26" EAST, CONTINUING ALONG SAID SOUTH LINE AND 47.00 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2001.11 FEET, TO THE WEST LINE OF THE ROBYN G. WALDEN (ETAL) PARCEL 59:048:0005, BEING AN ALIQUOT LINE OF THE SECTION; THENCE ALONG SAID WALDEN PARCEL AND THE ALIQUOT SECTION LINES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 0°38'09" WEST, A DISTANCE OF 621.50 FEET, TO A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG." MARKING THE NE-NE 1/64TH CORNER; (2) SOUTH 89°23'25" EAST, A DISTANCE OF 669.91 FEET, TO THE N-N 1/64TH CORNER COMMON TO SAID SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTION 15 & 16, A DISTANCE OF 2006.12 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 17,451,106 SQUARE FEET, OR 400.622 ACRES.

EXHIBIT M

Table of Use Distribution



firefly

A **DA** Community

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST



firefly

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

TABLE OF CONTENTS

01 PROJECT INTRODUCTION	1-01
About Firefly	1-01
Planning Goals	1-01
02 LAND USE MASTER PLAN	2-01
Land Use Master Plan	2-01
03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN	3-01
Introduction	3-01
Details	3-01
Types of PTOS	3-02
PTOS Standards	3-02
Parks and Amenity Area Phasing Details	3-05
Overall PTOS Spending Schedule	3-06
PTOS Timing	3-06
Community Identifiers & Monumentation	3-08
Public Art Structure	3-08
Entrance Gateway	3-08
Parks, Trails & Open Space Exhibit	3-09
Typical Trail Section Exhibit	3-10
Equestrian Trail Section Exhibit	3-11
Proposed Parks A, B, and C	3-12
A—Community Park	3-13
A—Community Park Examples	3-14
B—Amenity Area	3-15
B—Amenity Area Examples	3-16
C—Regional Park	3-17
C—Regional Park Examples	3-19
Entrance Features / Monument Signage	3-20
Community Wayfinding Signs	3-21
Trail Signage	3-21
Monumentation Plan	3-22
Landscaping Philosophy	3-23
Landscape Water Efficiency Standards	3-23
Examples of Landscaping	3-27
Examples of Community Connectivity	3-28
Examples of Community Events & Lifestyle Programming	3-29
04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE	4-01
Firefly Architectural Review Committee (ARC)	4-01
Master Owners Association	4-01
Firefly ARC	4-01
Single-Family Types	4-02
Single-Family Development Standards	4-03
Examples of Single-Family Home Designs	4-04
Single-Family Setback Exhibit	4-08



Multi-Family Types	4-10
Multi-Family Standards	4-10
Twin Home & Townhome Development Standards	4-11
Examples of Twin Home & Townhome Designs	4-12
Twin Home & Townhome Setback Exhibit	4-14
Apartment & Condominium Development Standards	4-15
Examples of Apartment & Condominium Designs	4-16
Apartment & Condominium Setback Exhibit	4-18
Examples of Residential Housing	4-19
Example Elevation Styles for Residential Homes	4-20
Typical Craftsman Design	4-20
Typical Farmhouse Design	4-21
Typical Scandinavian Design	4-22
Typical Prairie Design	4-23
Typical Utah Traditional Design	4-24
Typical Modern Design	4-25
Sales Signs	4-26
On-Premise Temporary Community Signs	4-26
Builder Signs for Model Homes, Sales Trailers & Lots	4-26

05 COMMERCIAL DEVELOPMENT STANDARDS

5-01

Commercial Standards	5-01
Business Park / Industrial Planning Area (IPA)	5-01
Commercial Within NPA Areas	5-01
Commercial Planning Areas (CPA)	5-02
Examples of Business Parks, Industrial & Commercial Areas	5-03
Permitted and Conditional Uses for CPA, IPA and NPA Areas	5-04
Continuing Use Restriction	5-11
Commercial/Business Park Signs	5-11
Monument Signs in Commercial Areas	5-11
Pylon & Pedestal Signs	5-12
Wall Signs	5-12

06 TRANSPORTATION

6-01

Roadway Facilities	6-01
Existing Transportation Corridors & Improvements	6-01
Level of Service & General Design Requirements	6-02
Future City Transportation Corridors	6-02
Industrial Zone Area Road Standards	6-02
Roadway Exhibit	6-03
Street Sections	6-04



01 PROJECT INTRODUCTION

ABOUT FIREFLY

Firefly is a master planned community in Eagle Mountain, designed to be “A Place Where Our Children Can Reach Their Full Potential.” The master plan encompasses unique Parks, Trails, Open Space (PTOS), and amenity designs providing activities that encourage our kids to put down their devices and get outdoors. As a result, they will become more well rounded, healthy individuals with the tools needed to reach their full potential.

Firefly is comprised of approximately 2,780 acres of land. Approximately 2,280 acres of the community make up residential, PTOS, and commercial, while an additional 495 acres is dedicated to industrial uses.

Firefly residents will enjoy 356 acres of PTOS connected by a trail network expanding from the southeast to northwest corners of the property. Featured throughout the trail network are a variety of opportunities to explore the outdoors including stargazing, indoor/outdoor playground, pickleball, sports fields, agricultural activities, mountain biking, and much more.

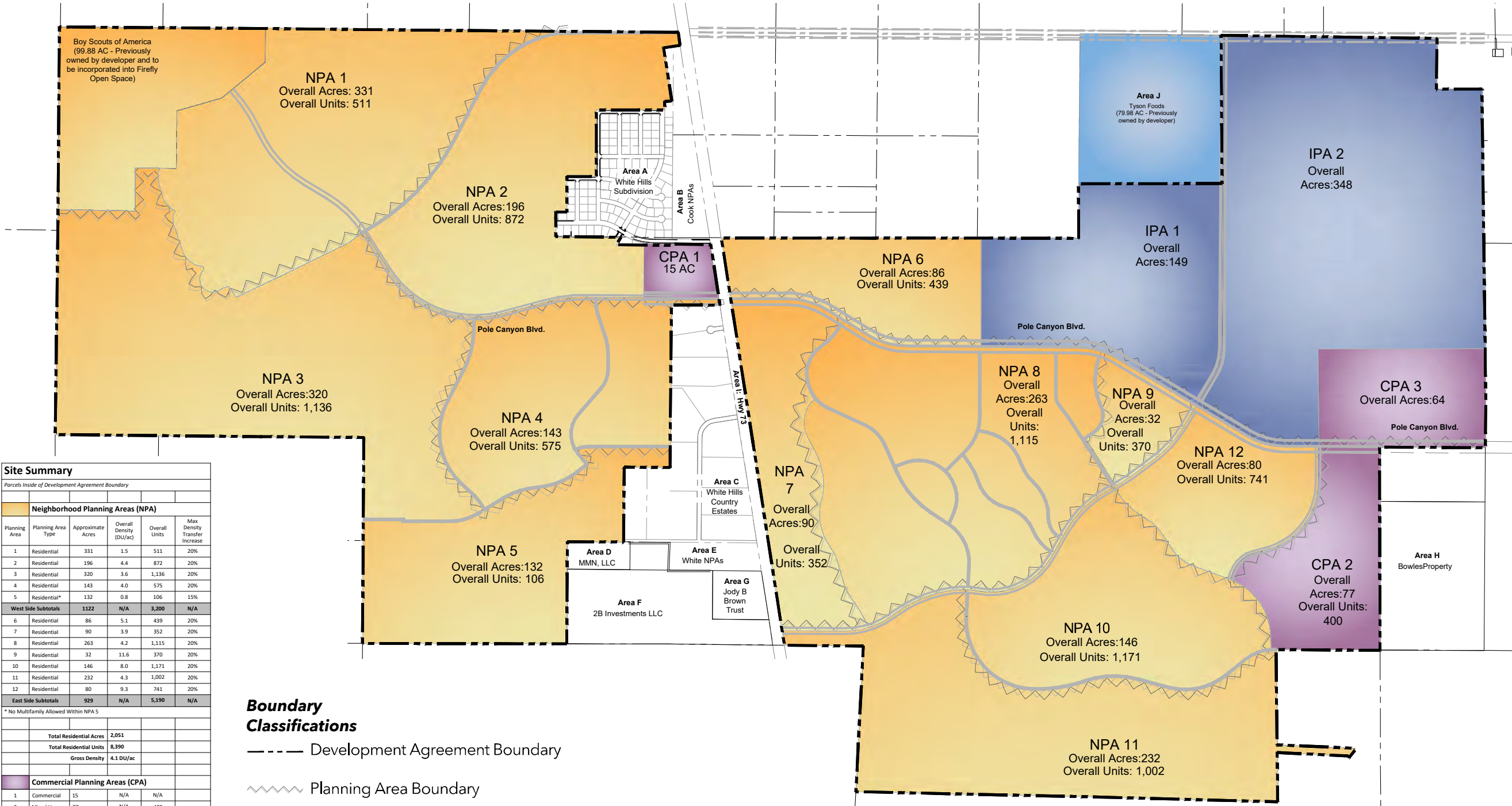
The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

1. Improve the quality of life of families by providing amenities and activities that will enhance their social, emotional, educational, and physical development.
2. Create an active-lifestyle community focused on encouraging our children to get outside and play without their digital devices, which will increase their physical activity, health, and well-being.
3. Create recreational areas and amenities that spark imagination and creativity.
4. Prioritize social and physical connectivity through a network of PTOS assuring homesites have easy access to trails.
5. Create local jobs and tax base by integrating strategically located industrial and commercial use areas.
6. Implement the Firefly Landscape Water Efficiency (LWE) standards establishing water conservation standards for outdoor landscaping.
7. Provide housing types to meet various homeownership needs.
8. Develop quiet, friendly, and safe neighborhoods.
9. Contribute public and private amenities that bolster existing valley-wide parks.
10. Protect and maintain PTOS.
11. Plan for quality, managed growth.
12. Emphasize the area’s incredible views.



LAND USE MASTER PLAN



Boundary Classifications

----- Development Agreement Boundary

~~~~~ Planning Area Boundary

- NOTE:**
1. All acreages are approximate.
  2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
  3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
  4. Churches, schools, and neighborhood commercial allowed in all NPAs.

# 03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

## INTRODUCTION

The Parks, Trails, and Open Space (PTOS) plan includes any use of land for active or passive, public or private, indoor or outdoor space, including such uses as parks, plazas, greenways, playgrounds, or community gardens. In addition, this PTOS plan calls out other uses that are permitted as PTOS within Firefly. The intent of this PTOS plan is to establish uses for the purpose of conservation, preservation, agricultural resource enhancement, recreation, enhancing value to the public of adjacent parks or preserves, or otherwise providing a buffer to adjacent property. These specific and intended uses, as well as other similar uses not specifically identified herein, but which may satisfy the intent and purpose of PTOS, shall be counted toward the minimum PTOS requirement in Firefly.

## DETAILS

The Master Developer will develop (based upon factors such as water availability, phasing of Firefly, number of residential units, and other factors determined relevant by Master Developer) approximately 356 acres of public and private PTOS and amenities. Firefly's PTOS and amenities, which are to be anchored by a year-round indoor/outdoor playground, are designed to encourage kids to ditch their devices, get outdoors, explore, recreate, socialize in person, imagine, learn, and have an abundance of fun.

The PTOS is designed to allow our children to safely walk, bike, run, skateboard, or scooter to parks and amenities that shall be programmed for a variety of activities. PTOS within Firefly may provide both private and public areas for sports and educational experiences, which may include, but is not limited to, soccer, lacrosse, basketball, pickleball, skateboarding, biking, bouldering, horseback riding, astronomy, art, performing arts, agriculture, etc.

The Master Developer will install parks in the approximate locations as depicted within the PTOS exhibit. The approximate park locations shown on the PTOS exhibit may be waived at the Administrator's discretion when an alternative PTOS layout is more advantageous to the immediate and surrounding neighborhoods proposed by a Development Application. Any modification by the Administrator shall be based upon the best community benefit and any other relevant considerations determined by the Administrator. The acreage set aside by Master Developer for PTOS uses as identified herein shall be counted at one hundred percent (100%) of the actual acreage of such PTOS.

In honor of Eagle Mountain heritage, horse trails will be incorporated into the PTOS plan along the western portion of Firefly. The community will also include agricultural homesites. Horse trails will be designed to allow access to Manning Canyon and adjacent BLM land (as allowed by BLM).





## TYPES OF PTOS

The term **PTOS** within the Firefly plan refers to open, landscaped, native (non-irrigated), and other improved areas that meet any one or more of the following criteria:

1. Public and private parks, recreational areas, gateways, trails, trailhead parking, buffer areas, berms, view corridors, or other public or private amenities that facilitate the creation of more attractive neighborhoods
2. Entrance node (may contain entrance feature) and any portion of park strip or landscaped median
3. Land set aside for a cemetery
4. Improved, native (non-irrigated), and passive areas—Native (non-irrigated) means undisturbed landscaping or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape also includes the restoration of disturbed areas.
5. Contributed PTOS such as Camp Eagle Mountain, the 100-acre parcel donated to the BSA
6. General common areas that are managed by a master or a sub-HOA, commonly referred to as limited common open space
7. Green roofs or rooftop decks that are “contained” green spaces on top of a human-made structure
8. Outdoor storage (includes trailers, vehicles, RVs and other similar uses)

## PTOS STANDARDS

While the final details (such as location, type, and amenitization of PTOS) will be included with each Development Application, some examples of the various types of PTOS in Firefly include:

1. **Neighborhood Parks**—These parks often serve as the focal point of a neighborhood, providing recreational space and amenities, as well as an informal gathering area for Firefly residents. The intent of the park design is to create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents. Neighborhood Parks are larger and more substantial in nature.
2. **Greenways**—Greenways are linear PTOS with passive and sometimes active recreational elements. They may be designed around or integrated within natural PTOS, or they may take the form of linear, developed parks. Greenways often serve as trail corridors, connecting key PTOS, while providing critical connections from neighborhoods to larger parks and other PTOS.
3. **Community Parks**—Community Parks are large parks that contain a variety of active and passive uses that serve the needs of all residents, carefully organized to allow many groups of varying sizes to utilize the park at the same time comfortably. These parks provide gathering spaces for events, sports fields, and/or larger clubhouse and pool complexes, as well as smaller picnic areas, playgrounds, and open lawns. Parking areas and trail connections create a variety of ways to bring people to this central destination. Shade is a key component and will be provided through both structures and trees. Often a community park has a municipal component and is open to the wider public. This park is highly designed, well-crafted, and adds to the primary identity for the community.



4. **Regional Park**—A Regional Park is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the regional population. Regional parks require a substantial amount of design and infrastructure cost.
5. **Amenity Areas**—These areas are to provide recreational and social opportunities exclusively for the residents of Firefly. Amenity Areas may include, but not be limited to, community buildings, sports fields, outdoor recreation areas, amphitheaters, splash pads, swimming pools, picnic areas, etc. These areas shall be maintained and operated by the HOA for the enjoyment of the Firefly residents.
6. **Connector Trails**—Connector Trails may be composed of sidewalk connections, multipurpose paved trails, or unpaved pathways. They are used by pedestrians and cyclists to connect to the main trail and PTOS network. See Typical Trail Section Exhibit on page 3-10.
7. **Primary Pedestrian Trails**—Primary Pedestrian Trails are typically asphalt. These major multi-use trails connect residents to major amenities and village areas without having to get in the car. Trails are wide enough to accommodate large and small groups, bikes, and traffic in both directions with easy passing. They provide public access and major connections across the entire community and to regional systems.
8. **Secondary Pedestrian Trails**—Secondary Pedestrian Trails are typically asphalt or unpaved. These trails are suitable for small groups and provide the ability to easily pass. Split between private and public access, these trails provide the means for users to leisurely stroll through neighborhoods and connections to other nearby sub-neighborhoods or amenities. These trails are generally internal to the community and are appropriate for bike users, but warning or traffic signage should be considered in areas of lower visibility.
9. **Tertiary Pedestrian Trails**—Tertiary Pedestrian Trails are typically unpaved or dirt. They are single-track trails catering to individual users or small groups. These trails will primarily serve the immediate residents, not the wider public. They are provided for users to take leisurely strolls through natural areas, not major connections. These trails may be appropriate for bike users, but need to be carefully considered and signed to avoid traffic conflicts.
10. **Equestrian Trails**—Equestrian Trails are typically compacted soil. Pedestrians are allowed, but bikes are restricted. Amenities may be located along equestrian trails. Horse trailer parking may be located at designated trailhead(s). There are typically few intersections with other trails or roads, and intersections are well identified.
11. **Native Open Space** —Native refers to undisturbed, non-irrigated landscaping, or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This term commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. All parks and trails may include Native Open Space within their design. Native Open Space is considered complete when untouched.
12. **Demonstration Community Gardens**—Demonstration Gardens are individual planting beds that feature collections of plants that make up a specific type of garden. Examples include a pollinator garden, kitchen/herb garden, sensory garden, water efficiency garden, succulent garden, woodland garden, etc. Demonstration Gardens may be used as a perimeter, buffer around pergolas, barrier along a ravine, or may be a fill between pathways, etc.



13. **Pocket Parks**—These small parks allow for people to gather, relax, and enjoy the outdoors. The green spaces typically feature simple elements such as benches and a few trees but may also include more active amenities like playground equipment, climbing boulders, and landscaping. The goal of these smaller parks is to meet the recreational needs of local residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.
14. **Entrance Nodes**—Formal nodes serve as entrances into Firefly and showcase neighborhood identity through landscaping, public art structures, entrance features (monuments) and/or signage.



## PARKS AND AMENITY AREA PHASING DETAILS

| PARK AND AMENITY AREA PHASING |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | Included Features                                                                                                                                                                                                                                                                                                                                                                                                                 | Phasing Details |                                                                                                                                                                                                                                                                                                                                                                       |
| Community Park A              | <ul style="list-style-type: none"> <li>» Multisport field(s)</li> <li>» Pickleball courts</li> <li>» Basketball courts</li> <li>» Playground</li> <li>» Skate park</li> <li>» Pump track</li> <li>» Restroom facilities</li> <li>» Shade structure(s)</li> <li>» Walking trails</li> <li>» Parking</li> <li>» Maintenance building</li> </ul>                                                                                     | Phase 1         | <ul style="list-style-type: none"> <li>» Pickleball courts<sup>1</sup></li> <li>» Basketball courts<sup>1</sup></li> <li>» Skate park<sup>1</sup></li> <li>» Pump track<sup>1</sup></li> <li>» Restroom facility<sup>1</sup></li> <li>» Shade structure(s)<sup>1</sup></li> <li>» Walking trails<sup>1</sup></li> <li>» Parking (along street)<sup>1</sup></li> </ul> |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 2         | <ul style="list-style-type: none"> <li>» Multisport field(s)<sup>1</sup></li> <li>» Playground<sup>1</sup></li> <li>» Restroom facility<sup>1</sup></li> <li>» Shade structure(s)<sup>1</sup></li> <li>» Walking trails<sup>1</sup></li> <li>» Parking<sup>1</sup></li> </ul>                                                                                         |
| Amenity Area B                | <ul style="list-style-type: none"> <li>» Indoor/outdoor playground</li> <li>» Amenity building</li> <li>» Splash pad</li> <li>» Parking</li> <li>» Walking trail(s)</li> <li>» Sports field</li> <li>» Amphitheater</li> <li>» Gathering area(s)</li> <li>» Underpass connection to Community Park A</li> </ul>                                                                                                                   | Phase 1         | <ul style="list-style-type: none"> <li>» Indoor/outdoor playground<sup>2</sup></li> <li>» Amenity building<sup>2</sup></li> <li>» Parking<sup>2</sup></li> <li>» Amphitheater<sup>2</sup></li> <li>» Underpass connection to Community Park A<sup>1</sup></li> </ul>                                                                                                  |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 2         | <ul style="list-style-type: none"> <li>» Splash pad<sup>2</sup></li> <li>» Walking trail(s)<sup>1</sup></li> <li>» Gathering area(s)<sup>1, 2</sup></li> </ul>                                                                                                                                                                                                        |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 3         | <ul style="list-style-type: none"> <li>» Parking<sup>2</sup></li> <li>» Walking trail(s)<sup>1</sup></li> <li>» Sports field<sup>1, 2</sup></li> <li>» Gathering area(s)<sup>2</sup></li> </ul>                                                                                                                                                                       |
| Regional Park C               | <ul style="list-style-type: none"> <li>» NICA cross country trails</li> <li>» Downhill/flow trail(s)</li> <li>» Hiking trail(s)</li> <li>» Equestrian trail(s)</li> <li>» Shade structure(s)</li> <li>» Gathering area(s)</li> <li>» Overlook pavilion</li> <li>» Shade structures</li> <li>» Campground</li> <li>» Agricultural and equestrian area</li> <li>» Archery and ax throwing center</li> <li>» Trailhead(s)</li> </ul> | Phase 1         | <ul style="list-style-type: none"> <li>» NICA cross country trails<sup>1</sup></li> <li>» Downhill/flow trail(s)<sup>1</sup></li> <li>» Hiking trail(s)<sup>1</sup></li> <li>» Equestrian trail(s)<sup>1</sup></li> <li>» Trailhead parking<sup>1</sup></li> <li>» Mountain bike skills area<sup>1</sup></li> </ul>                                                   |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 2         | <ul style="list-style-type: none"> <li>» Community campground<sup>2</sup></li> </ul>                                                                                                                                                                                                                                                                                  |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 3         | <ul style="list-style-type: none"> <li>» Agricultural and equestrian area<sup>2</sup></li> </ul>                                                                                                                                                                                                                                                                      |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phase 4         | <ul style="list-style-type: none"> <li>» Water tank hilltop area<sup>1</sup></li> <li>» Shade structure(s)<sup>1</sup></li> <li>» Overlook pavilion<sup>1</sup></li> <li>» Parking lot<sup>1</sup></li> <li>» Expert downhill course<sup>1</sup></li> <li>» Gathering area(s)<sup>1</sup></li> <li>» Archery and ax throwing center<sup>1</sup></li> </ul>            |

<sup>1</sup> Improvement to be dedicated to City   <sup>2</sup> Improvement to be dedicated to another public entity, an HOA, or other private entity



## OVERALL PTOS SPENDING SCHEDULE

Developer will complete Phase 1 of Community Park A, Phase 1 of Regional Park C, and the expansion of the White Hills Estates park upon the issuance of the 336th building permit issued. As to all other phases of Park A, Area B, and Park C, Master Developer may elect to build partial or complete phases of any Park or Area in any order so long as the Master Developer actually spends the dollars on PTOS at the issuances of the building permits identified below.

| Building Permit Issuance | PTOS Spend <sup>1</sup> |
|--------------------------|-------------------------|
| 1,250                    | \$11,250,000            |
| 2,500                    | \$22,500,000            |
| 3,750                    | \$33,750,000            |
| 5,000                    | \$45,000,000            |
| 6,250                    | \$56,250,000            |
| 7,500                    | \$67,500,000            |
| 8,790                    | \$79,110,000            |

<sup>1</sup> PTOS spending includes direct costs, design and engineering costs, contractor fees and all other soft costs, and annual cost adjustment. The dollar amount shown in the table above represents \$9,000 per unit.

## PTOS TIMING

The timing is defined below for the various types of PTOS in Firefly:

- 1. Neighborhood Parks**—Neighborhood Parks will be constructed on an NPA-by-NPA basis. Neighborhood Parks will be started before more than 50% of the building permits may be issued for the entire NPA. Neighborhood Parks within an NPA must be completed before Certificates of Occupancy of the final 10% of units within an NPA may be issued.
- 2. Greenways**—Greenways shall be constructed along with the timing of the road or trail infrastructure that they follow. If the road or trail infrastructure is contained within an NPA, then both sides of the greenway will be required to be installed within 12 months of the completion of the adjacent infrastructure. If the road or trail is the border between two NPAs, then the greenway improvements will be required within 12 months of the first building permit within an NPA.



3. **Community Parks**—Community Parks require a substantial amount of design and infrastructure cost. Community Parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.
4. **Regional Park**—Regional Parks require a substantial amount of design and infrastructure cost. Regional parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.
5. **Amenity Areas**—Amenity Areas will be designed and constructed based on community amenity trends and facilities needs. Amenity Area B shall begin construction prior to the issuance of the 4,830th building permit.
6. **Connector Trails**—Connector Trails shall be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If Connector Trails are located within another park type, they will be required to be built at the same time as the park construction that they are located within.
7. **Primary Pedestrian Trails**—Primary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Primary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the Firefly Architectural Review Committee (ARC).
8. **Secondary Pedestrian Trails**—Secondary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Secondary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the ARC.
9. **Tertiary Pedestrian Trails**—Tertiary Pedestrian Trails will be constructed prior to the completion of any adjacent NPA.
10. **Equestrian Trails**—Equestrian Trails to be constructed prior to the completion of any adjacent NPA.
11. **Native Open Space** —Native Open Space is considered complete when untouched. When disturbed, Native Open Space will be re-established within 24 months of disturbance.
12. **Demonstration Community Gardens**—Demonstration Community Gardens, when included within an NPA's design, will be constructed by the completion of the NPA that they are located within. If located within another park, they will be completed within the install of the park.
13. **Pocket Parks**—Pocket Parks will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.
14. **Entrance Nodes**—Entrance Nodes will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.





## COMMUNITY IDENTIFIERS & MONUMENTATION



### PUBLIC ART STRUCTURE

Entrances(s) and other key locations at Firefly may feature a large public art structure that creates a strong first impression to those entering Firefly. Community signage highlighting the name of Firefly is separate from the public art structure, therefore, the art structure will not contain any words. However, the materials and colors of this unique structure will be incorporated into the design theme of the primary, secondary, neighborhood, and park entrance features to create a unifying brand. Public art structures may not exceed 50 feet in height, and may be illuminated. The structure may be incorporated into a fence or other boundary structure. Exact location(s), design, and landscaping will be determined at Development Application.

### ENTRANCE GATEWAY

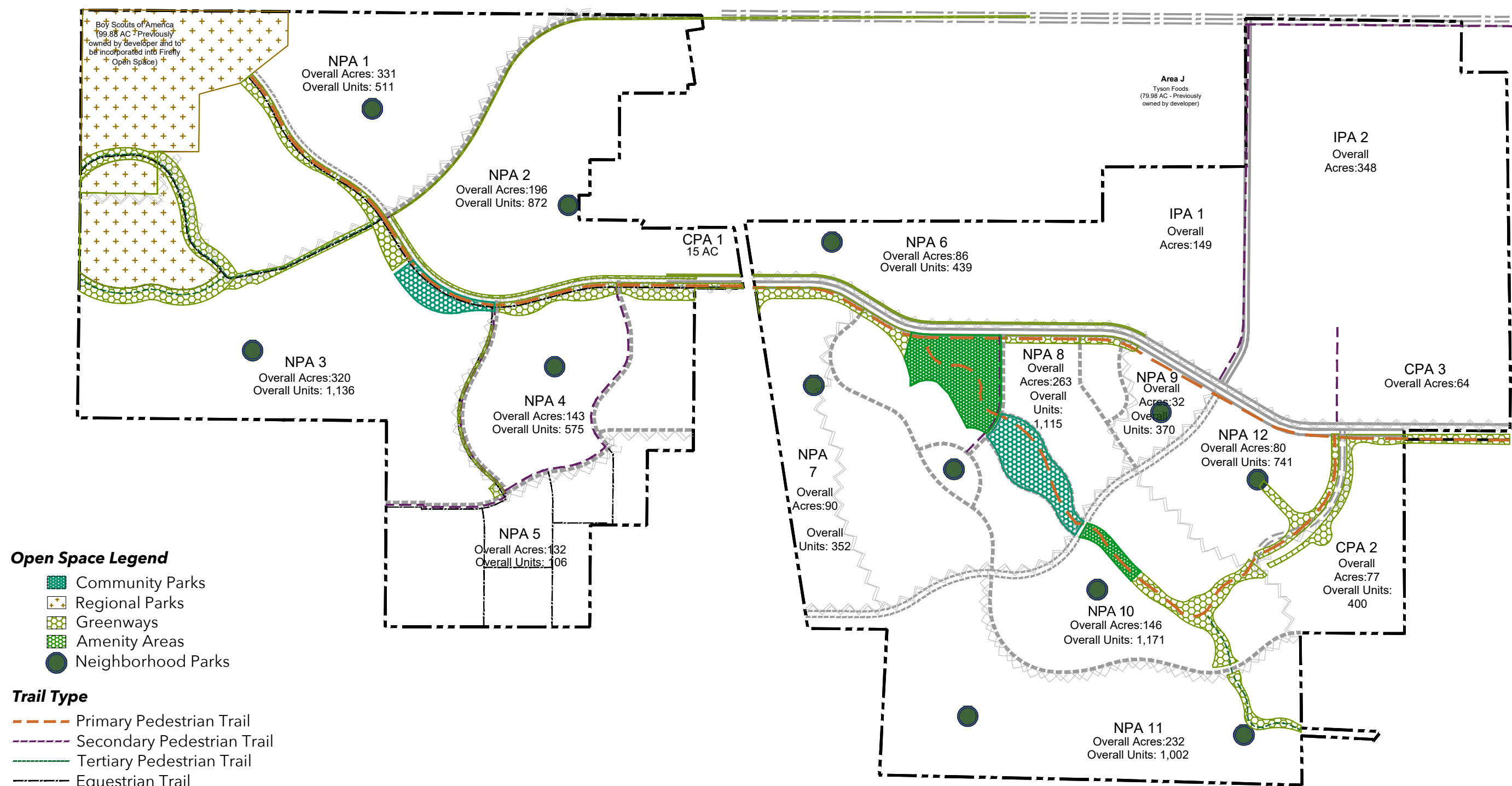
Much like the public art structure, the entrance gateway monument over the entrance serves as a branded structure that welcomes residents and visitors, showcases the quality of the community, and represents a physical boundary. The overall height will not exceed 45', and the total width of the monument will not exceed 115'. The structure may include branding, the community logo, and/or tagline.



**NOTE:** Images shown on this page are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.



# PARKS, TRAILS & OPEN SPACE EXHIBIT



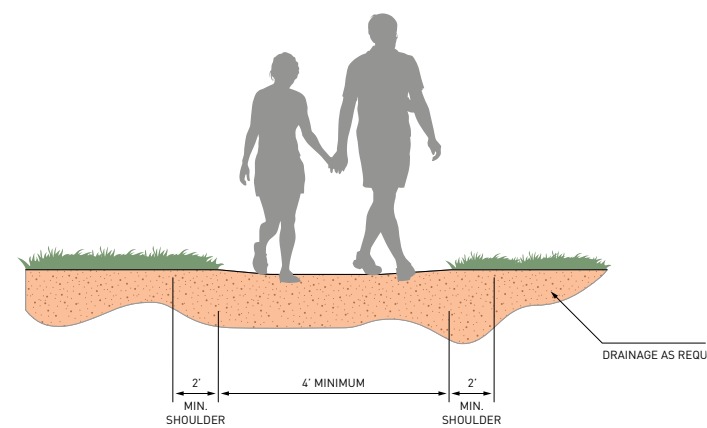
## NOTES:

1. Acreages are approximate.
2. The PTOS depicted in this Exhibit are conceptual and intended to depict potential PTOS in the amounts/types/distributions contemplated in this Community Plan.
3. Location and number of PTOS are approximate.
4. All parks, trails, and greenways may include Native Open Space.

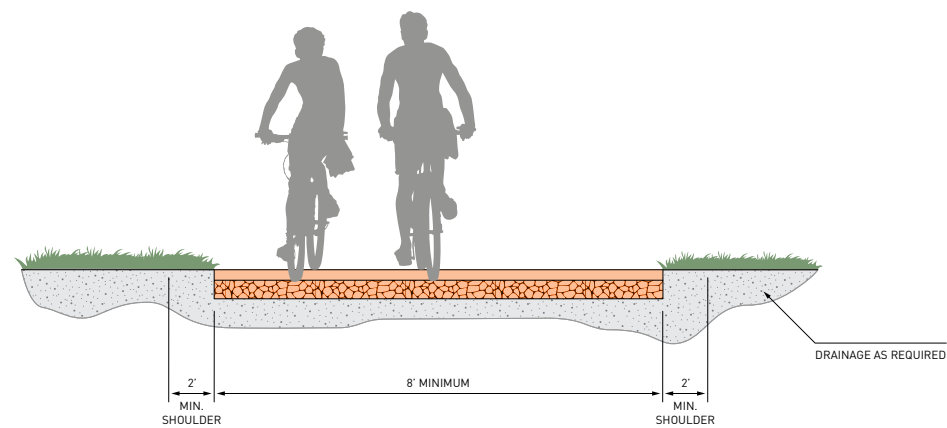




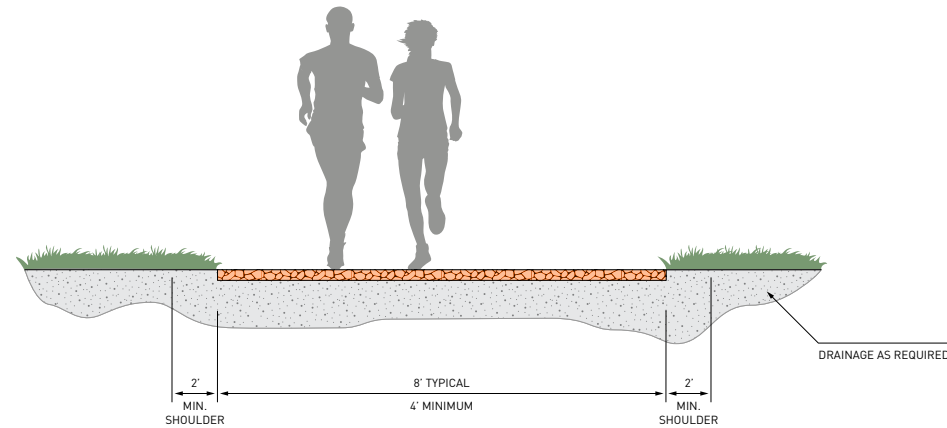
# TYPICAL TRAIL SECTION EXHIBIT



Dirt Trail



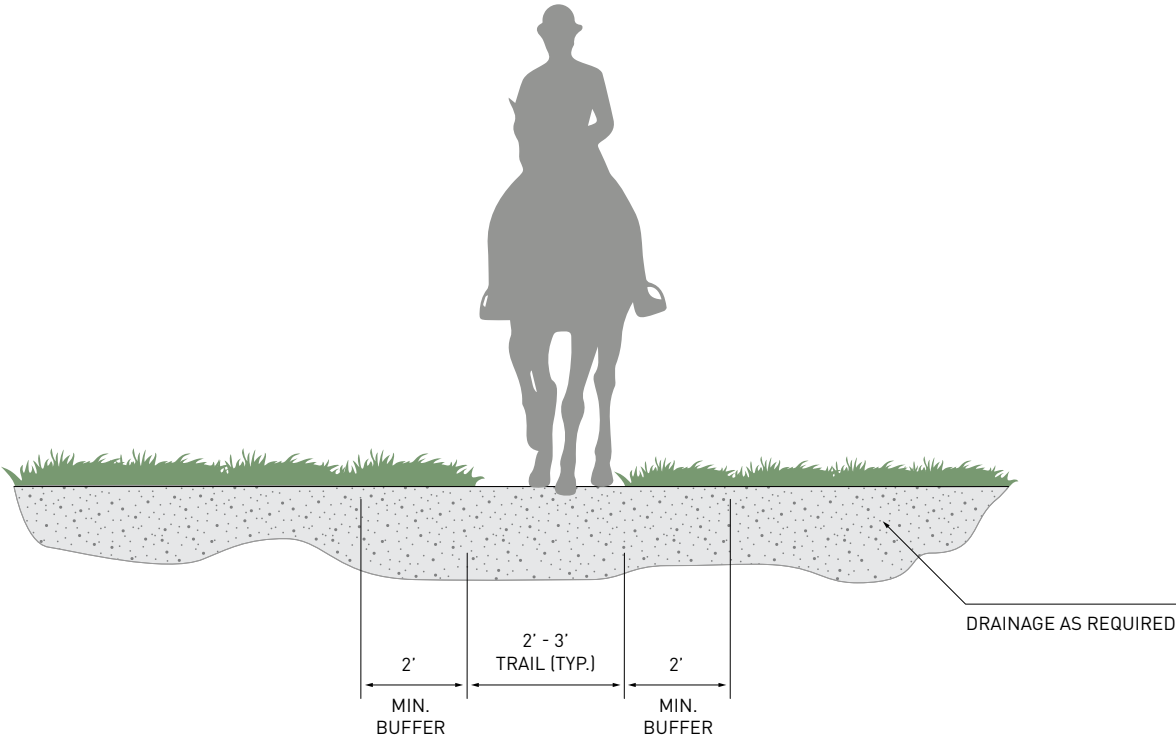
Asphalt Trail  
3" Asphalt / 6" Base



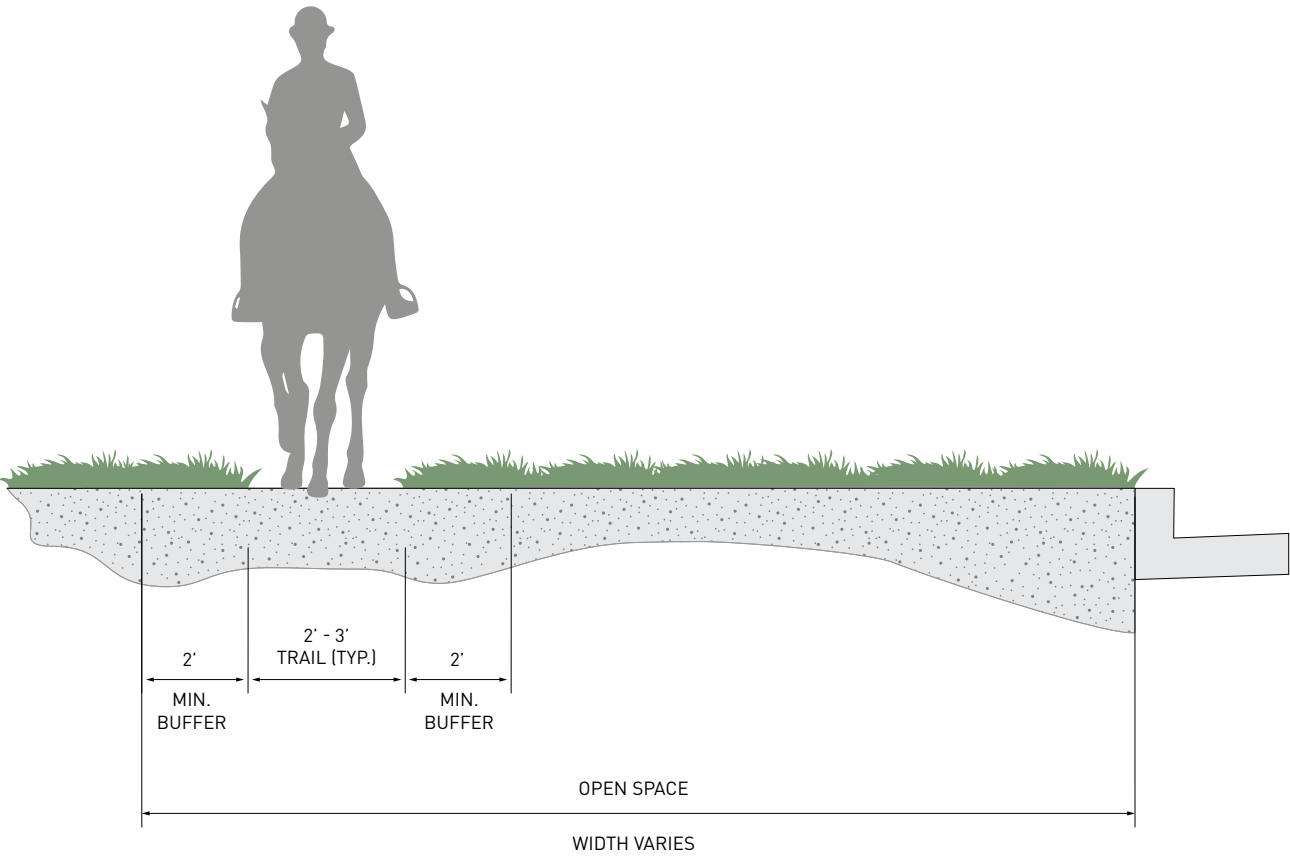
Unpaved Trail

**NOTE:** Cross-sections of trails may be widened on any of the trail types.

# EQUESTRIAN TRAIL SECTION EXHIBIT



Off-Road Equestrian Trail

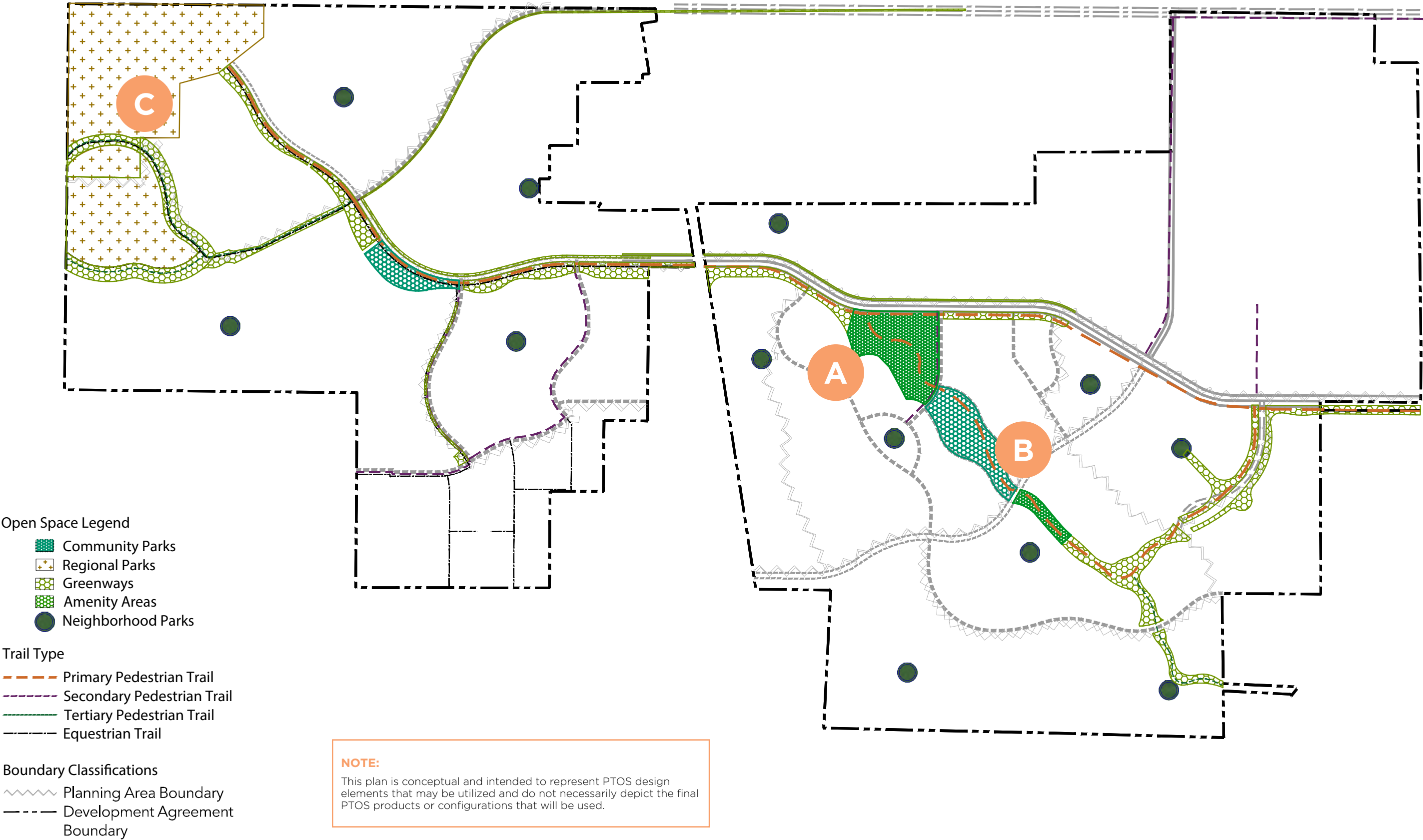


Roadway Equestrian Trail

**Note:** Cross-sections of trails may be widened on any of the trail types.



# PROPOSED PARKS A, B, AND C



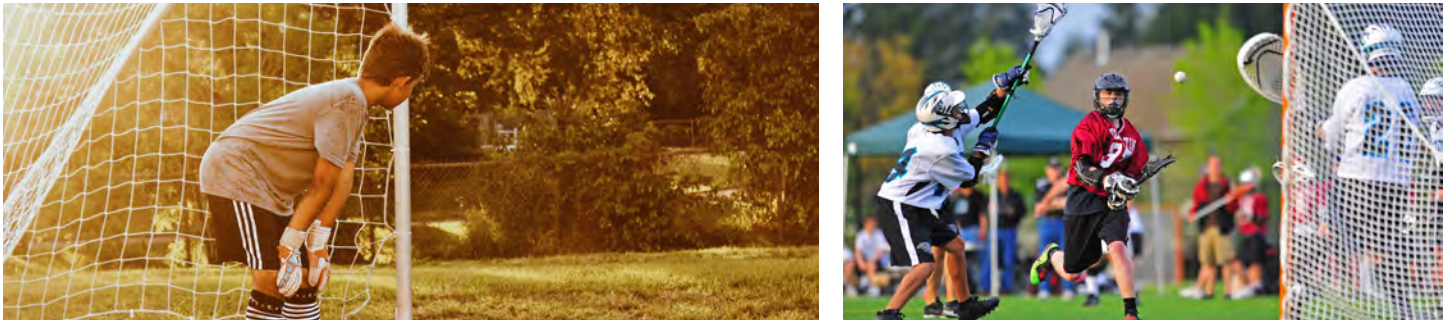


A—COMMUNITY PARK





A—COMMUNITY PARK EXAMPLES



**NOTE:**  
These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.



# B—AMENITY AREA





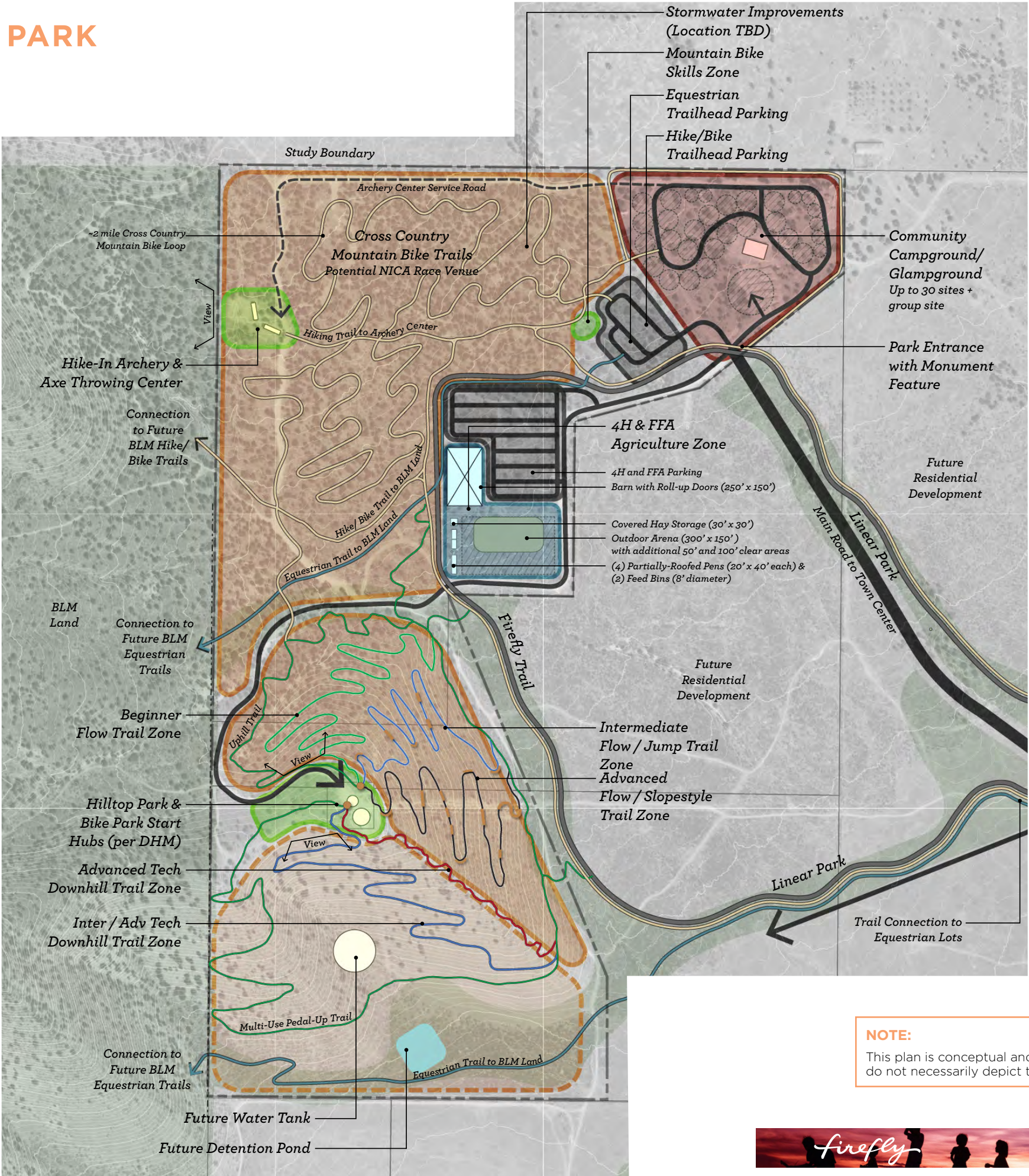
B—AMENITY AREA EXAMPLES



**NOTE:** These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.



C—REGIONAL PARK



**Legend**

|                                  |                      |
|----------------------------------|----------------------|
| Passive Recreation & Trails Zone | Road                 |
| Active Recreation Zone           | Service Road         |
| Campground Zone                  | Shared Use Path      |
| Parking                          | Multi-use Trail      |
| Agriculture Zone                 | Equestrian Trail     |
| Parks and Public Land            | Directional          |
| Study Boundary                   | Mountain Bike        |
|                                  | Trails by Difficulty |
|                                  | Bike Features        |

North  
1" = 200'-0"  
0 200 400 ft

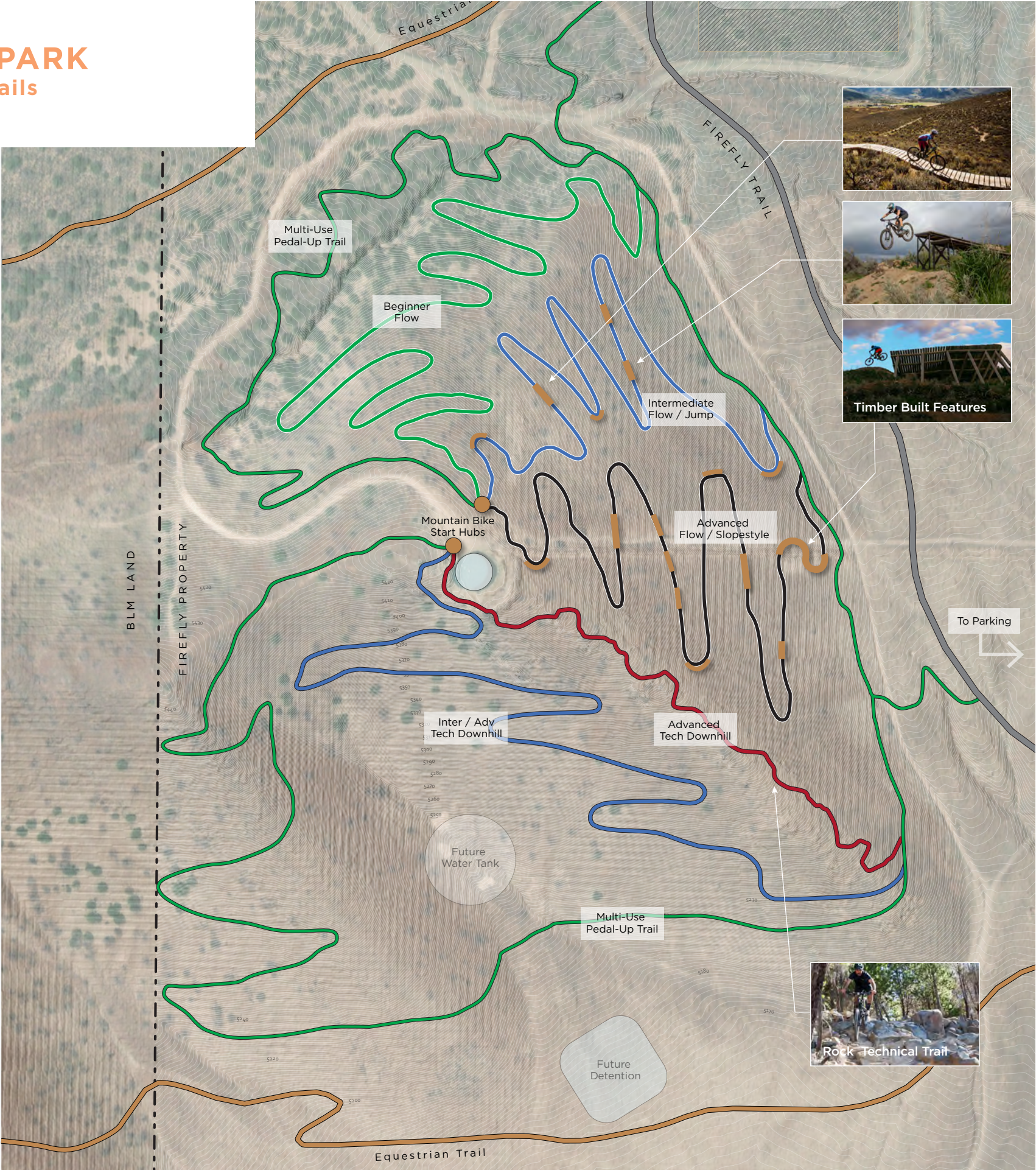
**NOTE:**  
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.





# C—REGIONAL PARK

## Downhill Flow Trails



### LEGEND

- Multi-Use Path from Firefly
- Multi-Use Two-Way Trail
- Downhill Beginner Flow
- Downhill Intermediate Flow / Jump
- Downhill Advanced Flow / Slopestyle
- Downhill Inter / Adv Technical
- Downhill Advanced Rock Garden
- Equestrian Trail to BLM Land
- Mountain Bike Start Hub
- Timber Mountain Bike Feature

### NOTE:

This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.





C—REGIONAL PARK EXAMPLES



NOTE:

These photos are intended to represent PTOS or amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.



## ENTRANCE FEATURES / MONUMENT SIGNAGE

Entrance features and monument signage may be installed by Master Developer to identify neighborhoods and promote the Firefly brand. All entrance features will be located outside public utility easements (PUEs). Placement of these monument signs will be in compliance with the AASHTO clear sight triangle regulations. Specific locations and landscaping plans will be detailed at Development Application.

Primary entrance features are monument signs that include the name and branding for Firefly as a whole, and are situated in highly visible locations which may be bermed up to increase visibility. The primary entrance feature may be double-sided and/or illuminated. Each face may not exceed 200 square feet, and the top of the sign may not be higher than 20 feet from grade.

Secondary, neighborhood, and park entrance monument signs are smaller than primary entrance features. These monument signs may be double-sided and/or illuminated. Each face may not exceed 100 square feet, and the top of the sign may not be higher than 12 feet from grade. Secondary signs may feature the Firefly logo. Neighborhood signs will generally highlight the name or special features of a neighborhood within Firefly. Park entrance monument signs feature the name of the park.

The supporting structures for entrance features/monument signs will be designed with materials and styles that are consistent with the character of Firefly. The signage plan will be approved by the ARC prior to Development Application(s) as appropriate.



**NOTE:** Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

## COMMUNITY WAYFINDING SIGNS

Permanent wayfinding signage will guide residents and visitors to parks, trailheads, and other amenities within Firefly. Providing effective wayfinding will allow the PTOS network to be used to its full potential. Final design details for wayfinding signage will be determined at Development Application. Wayfinding signs may be illuminated. Additionally, wayfinding signs may be double-sided, and each face may not exceed 60 square feet. The top of wayfinding signs may not be higher than 10 feet from grade. The locations of these signs will be determined at Development Application as appropriate.

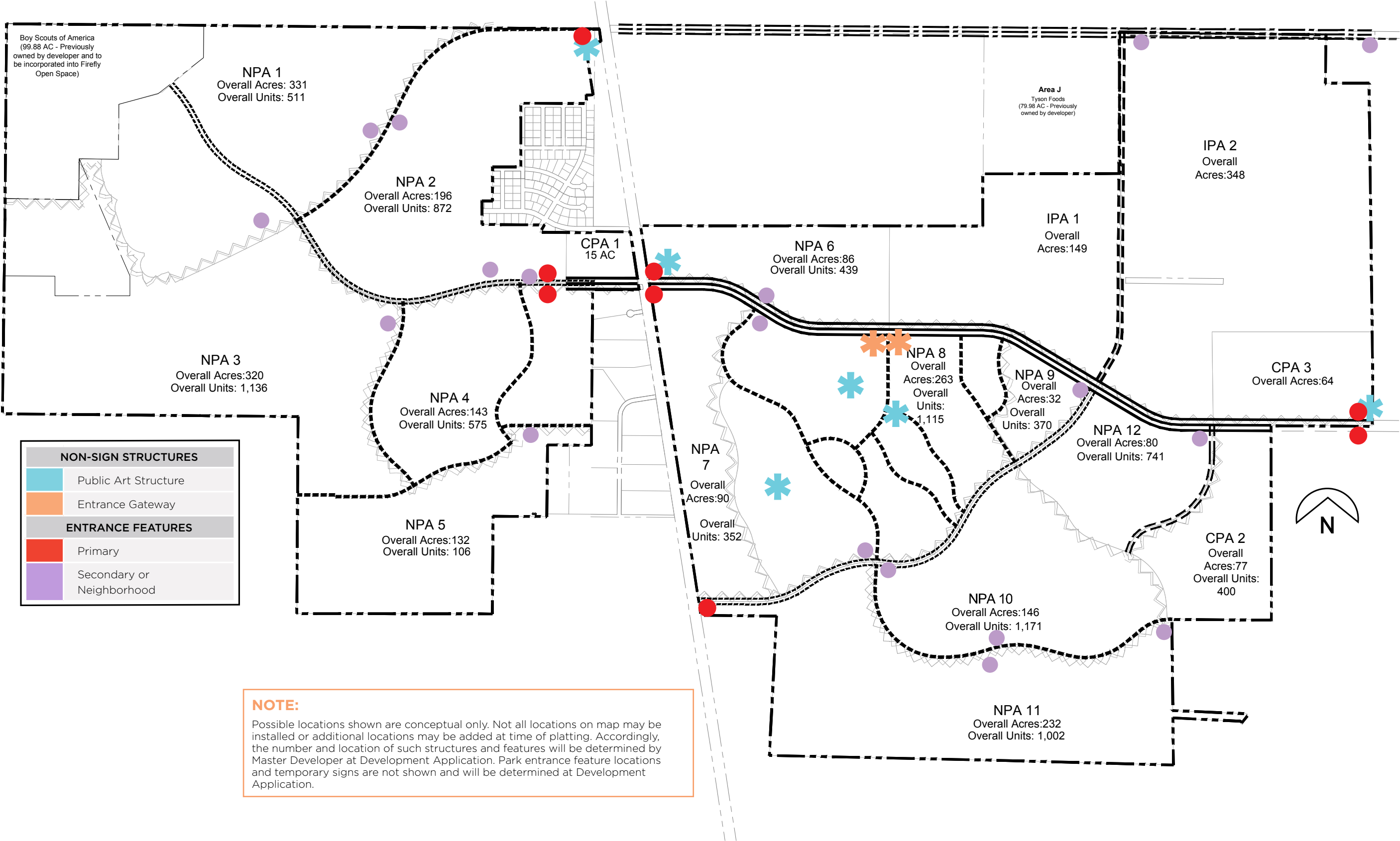


**NOTE:** Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

## TRAIL SIGNAGE

Permanent trailhead sign faces may be as large as 60 square feet. Supporting structures for trail signs will be designed with a style that is consistent with the character and appearance of the entrance features for each trail. Trail signs may be used to showcase trailhead locations, trail names, and distances. Final locations of signage will be determined at Development Application.

MONUMENTATION PLAN



## LANDSCAPING PHILOSOPHY

Landscaping will follow the Landscape Water Efficiency (LWE) standards. The landscaping philosophy for the LWE is based on best practices with an emphasis on aesthetics and water conservation. The overarching objective is to enhance the area's natural features, as well as the character of homes, buildings, streetscapes, and PTOS, in order to strengthen and frame vistas, while providing areas of intermittent shade.

All PTOS, as well as commercial and residential landscaping designs, are subject to approval by the Firefly Architectural Review Committee (ARC). The ARC or applicable Homeowners Association (HOA) will enforce the landscaping and maintenance requirements.

### Streetscapes

Thoroughfares will have attractive streetscapes, which may incorporate neighborhood entrance nodes and beautiful landscaping. Streetscapes are an important part of Firefly that will serve many functions including:

1. Contributing to the personality and brand of Firefly through continuity in design
2. Providing safety for all modes of transportation
3. Creating a sense of place for residents and visitors

### General Street Tree Standards

A plan for trees planted within park strips, provided at future Development Applications, shall show the plant schedule for the street trees within Firefly. Trees may be moved or removed from the plan to accommodate driveways and intersection requirements. The Master Developer may place street trees so they do not interfere with Low Impact Development (LID) street design requirements.

## LANDSCAPE WATER EFFICIENCY STANDARDS

### Purpose

The purpose of these Landscape Water Efficiency (LWE) standards is to conserve water resources by establishing water conservation standards for outdoor landscaping.

### Applicability

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



## Outdoor Landscaping Standards

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

### Definitions

1. **Active Recreation Areas**—Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sport fields and play areas).
2. **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 Figure 1.
3. **Hardscape**—Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
4. **Lawn**—Ground that is covered with grass or turf that is regularly mowed.
5. **Mulch**—Any material such as rock, bark, compost, wood chips, or other materials left loose and applied to the soil.
6. **Nonfunctional Turf**—An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.
7. **Park Strip**—A typically narrow landscaped area located between the back-of-curb and sidewalk.
8. **Paths**—Designed routes between landscape areas and features.
9. **Planting Bed**—Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
10. **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 Figure 1.
11. **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 Figure 1.
12. **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.



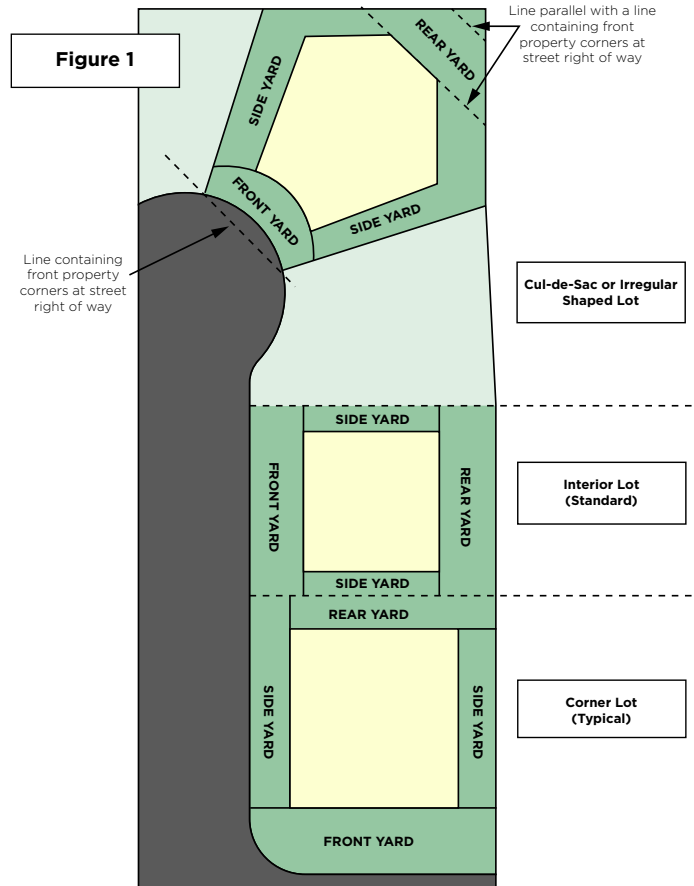


## Landscaping Requirements

1. Landscaped areas shall be provided with a 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.
2. Nonfunctional turf to be used sparingly.
3. 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.
4. 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.
5. 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. ARC approved materials shall be used in areas located within a public right-of-way.
6. The following requirements shall apply to single-family residential properties.
  - a. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% (4:1 grade) or 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.).
  - b. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.
    - i. 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.
    - ii. Residential lots that 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.
  - c. 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. Park strips are excluded.
7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 30% of the total landscaped area, outside of active recreation areas.
8. 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 6, above). Applications to receive exceptions are to be considered on a case-by-case basis by the ARC.



9. 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.





# EXAMPLES OF LANDSCAPING



**NOTE:** These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.



# EXAMPLES OF COMMUNITY CONNECTIVITY



**NOTE:** These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.



EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



**NOTE:** These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.



# 04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

## FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

### Master Owners Association

A Master Homeowners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Firefly Community. Where required, typically in multi-family areas, sub-HOAs will be established to address area-specific costs.

### Firefly ARC

The ARC shall be created within the HOA. The goal of the ARC is to ensure Firefly is a pleasant, desirable, and sustainable community, with a harmonious design concept. The ARC protects and promotes the present and future values of the Firefly development. All exterior architectural building elevations, materials, colors, fencing details, landscaping, and signage within Firefly shall be subject to a design review and approval process established by the ARC.

The ARC shall review and approve all residential site plans and building permits prior to beginning Development Application and review processes. The ARC may consist of representatives of the Master Developer, as well as a selected team of professionals. The Master Developer shall retain the right to retain or replace members of the ARC at its discretion.





## SINGLE-FAMILY TYPES

There are four types of single-family, detached homesites in Firefly. There are agriculture, standard, alley-load, and cottage homesites. Single-family alley-load and cottage lots may be traditional front-load homes, but may also be rear loaded with garages accessed from alleys and/or private driveways.

## SINGLE-FAMILY STANDARDS

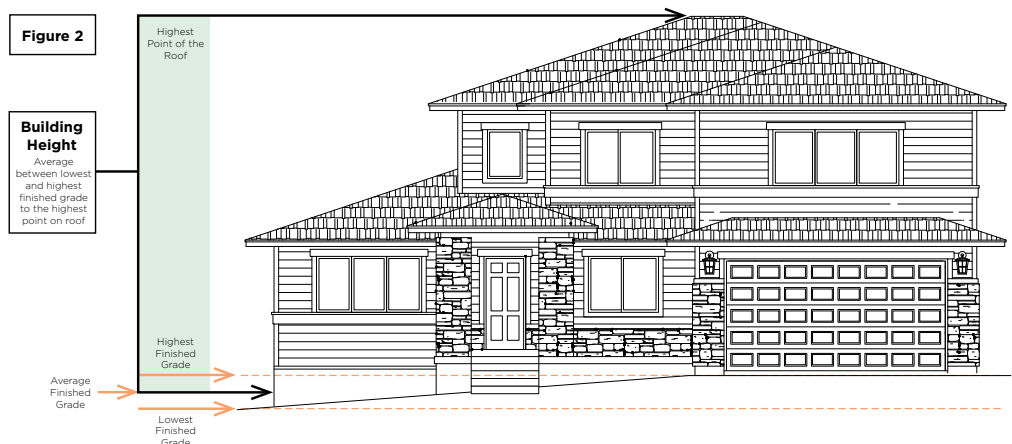
| SINGLE-FAMILY DETACHED* |       |        |      |                    |        |                                |                  |                                      |
|-------------------------|-------|--------|------|--------------------|--------|--------------------------------|------------------|--------------------------------------|
| Type of Lot             | Front | Garage | Rear | Side               | Corner | Minimum Lot Width <sup>1</sup> | Minimum Lot Size | Maximum Building Height <sup>2</sup> |
| Agriculture             | 25'   | 25'    | 35'  | 10'/30'            | 25'    | 90'                            | 21,780 sf        | 35'                                  |
| Standard A              | 25'   | 25'    | 25'  | 10'/10'            | 15'    | 85'                            | 10,890 sf        | 35'                                  |
| Standard B              | 15'   | 22'    | 20'  | 8'/10'             | 15'    | 80'                            | 8,000 sf         | 35'                                  |
| Standard C              | 15'   | 22'    | 20'  | 5'/8'              | 15'    | 48'                            | 4,500 sf         | 35'                                  |
| Alley Load              | 10'   | 22'    | 5'   | 5'/5' <sup>4</sup> | 15'    | 40'                            | 4,200 sf         | 35'                                  |
| Cottage                 | 15'   | 22'    | 10'  | 5'/5' <sup>4</sup> | 15'    | 40'                            | 3,600 sf         | 35'                                  |

| ACCESSORY BUILDINGS |      |      |                                      |
|---------------------|------|------|--------------------------------------|
| Type of Building    | Rear | Side | Maximum Building Height <sup>2</sup> |
| Barns               | 5'   | 5'   | 35'                                  |
| ADU <sup>3</sup>    | 5'   | 5'   | 35'                                  |

\* Upon a request by the applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

### Reference Notes

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design. See page 4-09.
2. Building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the roof, excluding ancillary structures.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.

3. The living space of a detached ADU must be a minimum of 400 square feet and may not exceed 50% of the primary home's footprint including the garage, up to a maximum of 1,200 square feet. An ADU may be part of a larger barn structure that may exceed 50% of the primary home's footprint, and/or be larger than 1,200 square feet.
4. Homesites with a 5'/5' side setback shall be limited to a quantity of 900.

## **SINGLE-FAMILY DEVELOPMENT STANDARDS**

---

### **General Standards**

Homes shall be a variety of styles and colors. Gated neighborhoods are permitted. 3-story homes are allowed.

### **Roof Pitch**

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

### **Parking Standards**

A 2-car garage is required on all single-family homes. Additionally, a driveway matching the garage setbacks is required, except for alley-load lots. In the case of alley-load lots, parking must match townhome parking standards.

### **Fencing**

Materials, specifications, and locations to be approved by the ARC.

### **Architectural Relief**

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials



EXAMPLES OF SINGLE-FAMILY HOME DESIGNS



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

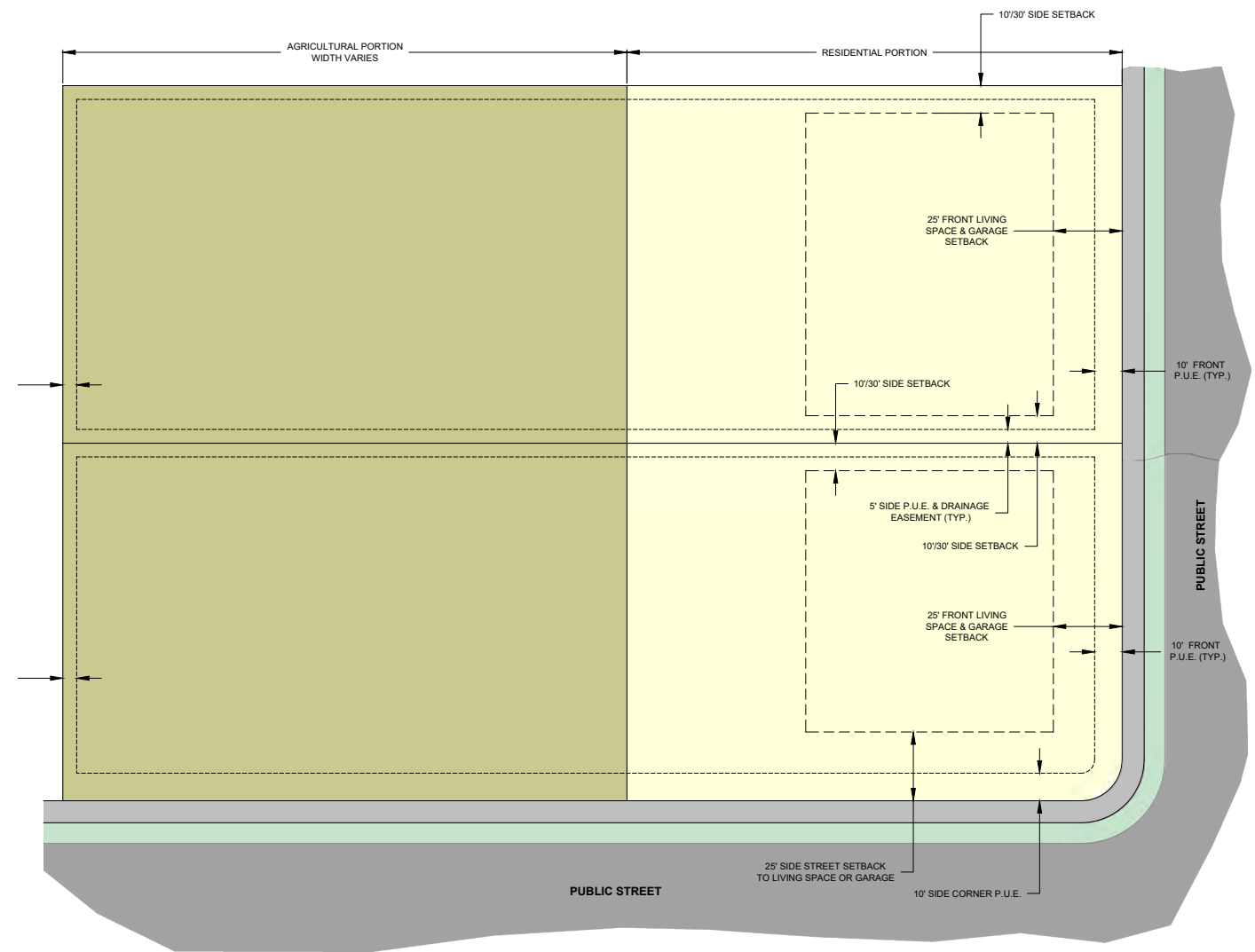




**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

# SINGLE-FAMILY SETBACK EXHIBIT

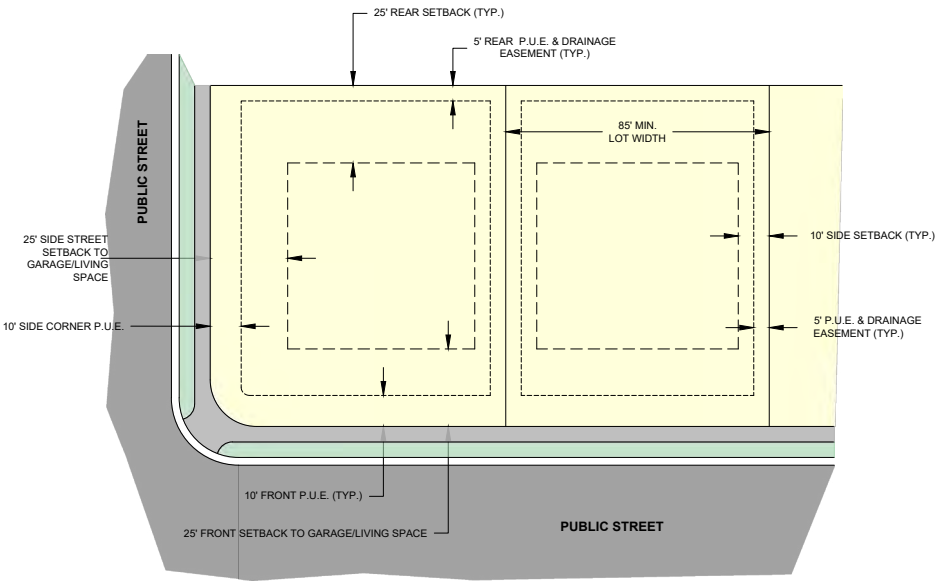
## Agriculture Lot



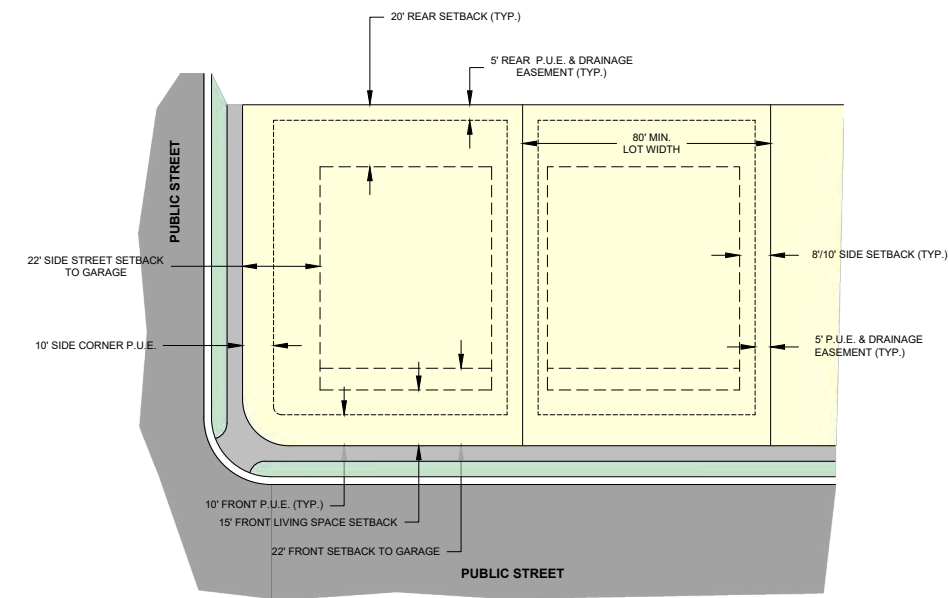
### AGRICULTURAL LOT

**NOTE:**

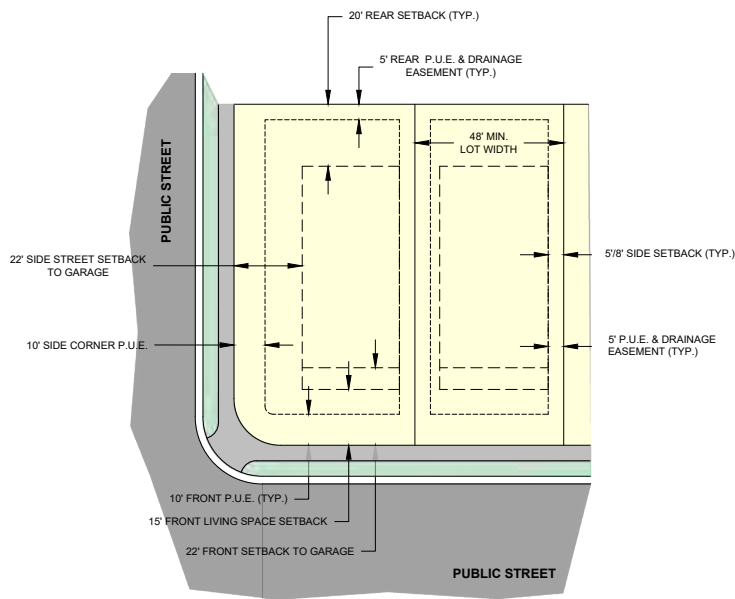
1. Structures or corrals housing animals: 50' from neighboring residences.
2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.



## Standard "A" Lot



## Standard "B" Lot

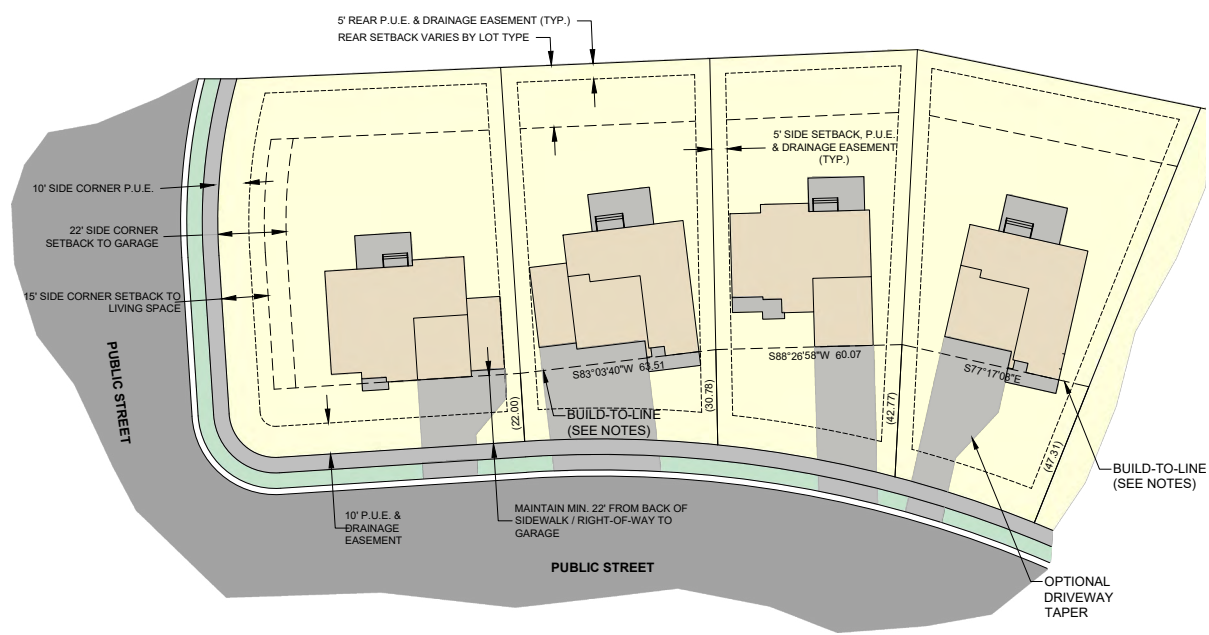


## Standard "C" Lot



# SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

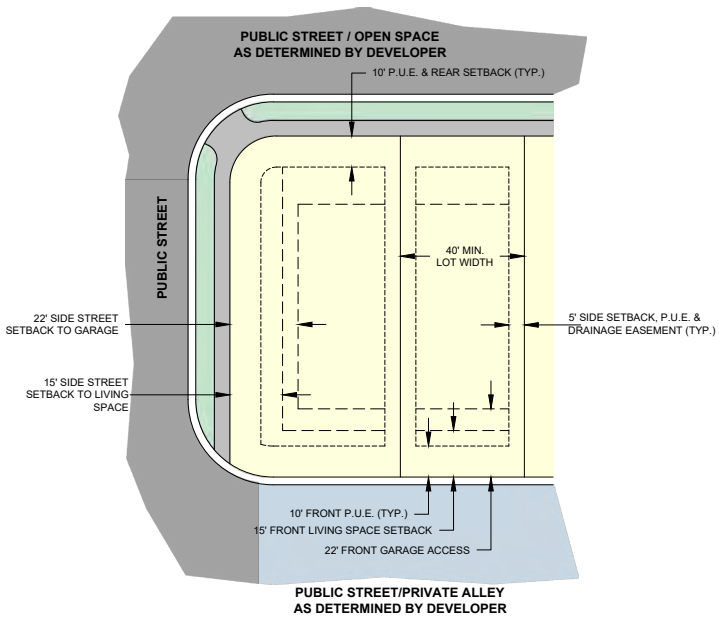
## Curvilinear / Coving



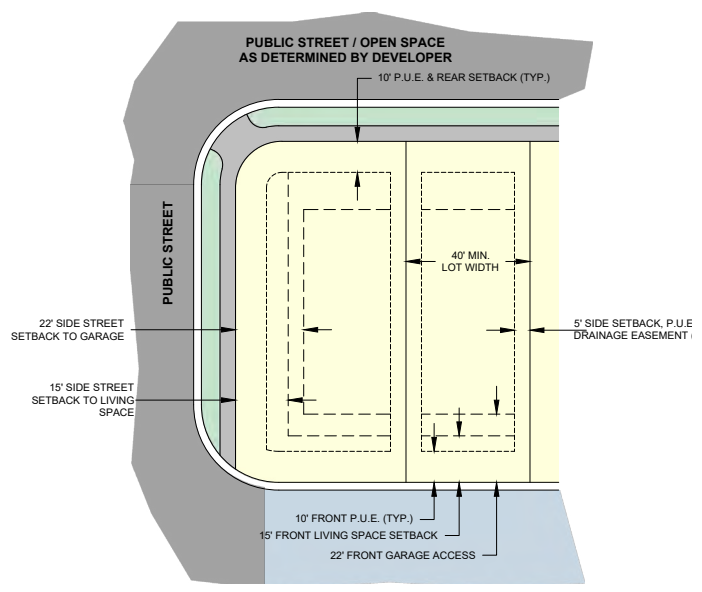
**NOTE:**

1. Build-to line has been established for front setback and orientation of house.
2. Build-to line to be a minimum of 22' to garage face or 15' to living space.

## Cottage



## Alley Load





## MULTI-FAMILY TYPES

Multi-family homes are higher density residential units. Townhomes are built in a row with all units sharing a similar style. Garages may be built at the front or rear of the home. These townhomes are referred to as front-load or rear-load. Multi-family types also include apartment homes and condos, which are self-contained housing units that occupy only part of a building.

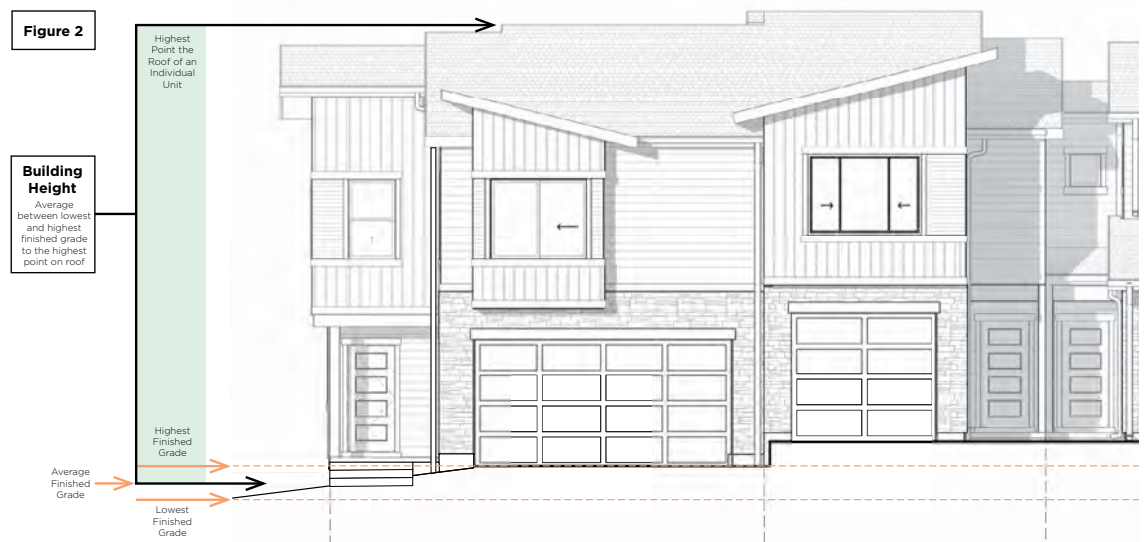
## MULTI-FAMILY STANDARDS

| MULTI-FAMILY*                        |       |        |      |                       |       |                       |        |                                   |                         |
|--------------------------------------|-------|--------|------|-----------------------|-------|-----------------------|--------|-----------------------------------|-------------------------|
| Type of Lot                          | Front | Garage | Rear | Rear Building Spacing | Side  | Side Building Spacing | Corner | Max. Building Height <sup>1</sup> | Max. Units Per Building |
| Twin Home                            | 15'   | 22'    | 10'  | 20'                   | 5'/5' | 10'                   | 15'    | 35'                               | N/A                     |
| Front-Load Townhome                  | 15'   | 22'    | 10'  | 20'                   | 15'   | 15'                   | 15'    | 40'                               | N/A                     |
| Rear-Load Townhome                   | 10'   | 3'     | 3'   | 30'                   | 15'   | 15'                   | 15'    | 40'                               | N/A                     |
| Apartment / Condominium <sup>2</sup> | 10'   | 5'     | 15'  | 30'                   | 15'   | 15'                   | 15'    | 55' <sup>2</sup>                  | 48                      |

\* Upon a request by the Applicant, these standards may be adjusted by the Planning Commission (or the applicable approving body of the City) upon Site Plan or Subdivision Application.

### Reference Note

1. Building height is measured from the average of the highest finished grade and the lowest finished grade across the front of each individual unit of the structure to the highest point of the unit's roof, excluding ancillary structures.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.

2. Multi-family buildings to be limited to four stories and 55' in height.

## TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

---

### Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

### Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

### Parking Standards

Parking requirements shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.75 stalls are required. For 2-bedroom homes, 2.5 parking stalls are required. For 3-bedroom homes, 3 parking stalls are required. For 4-bedroom homes and greater, 3.5 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.

### Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Materials, specifications, and locations to be approved by the ARC. Limited common open space may be fenced.

### Exterior Materials

Exterior materials are to be consistent with the architectural styling of the home. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with styling of the particular home. All materials and colors must be approved by the ARC.

### Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

### Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

### Building Size

Twin homes and townhomes shall consist of buildings between 1 and 12 units and shall not be greater than 200 feet in length. They share at least one structural component (e.g., concrete, pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and other PTOS platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for twin homes and townhomes.





**PTOS**

Twin homes and townhomes may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

**EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS**



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



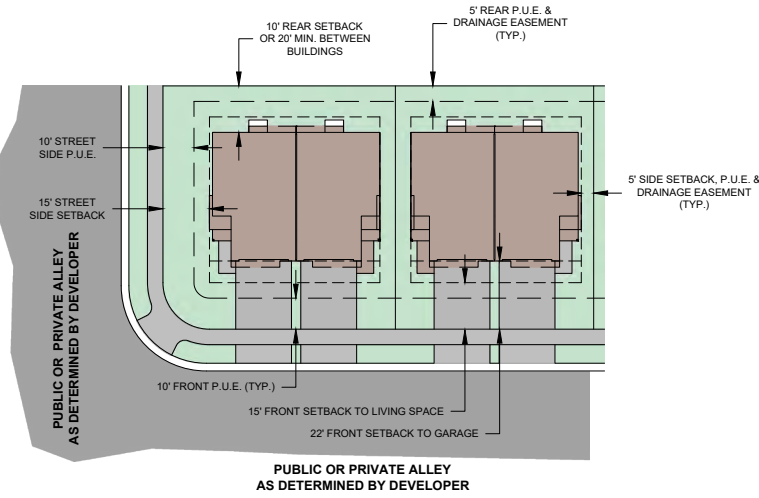




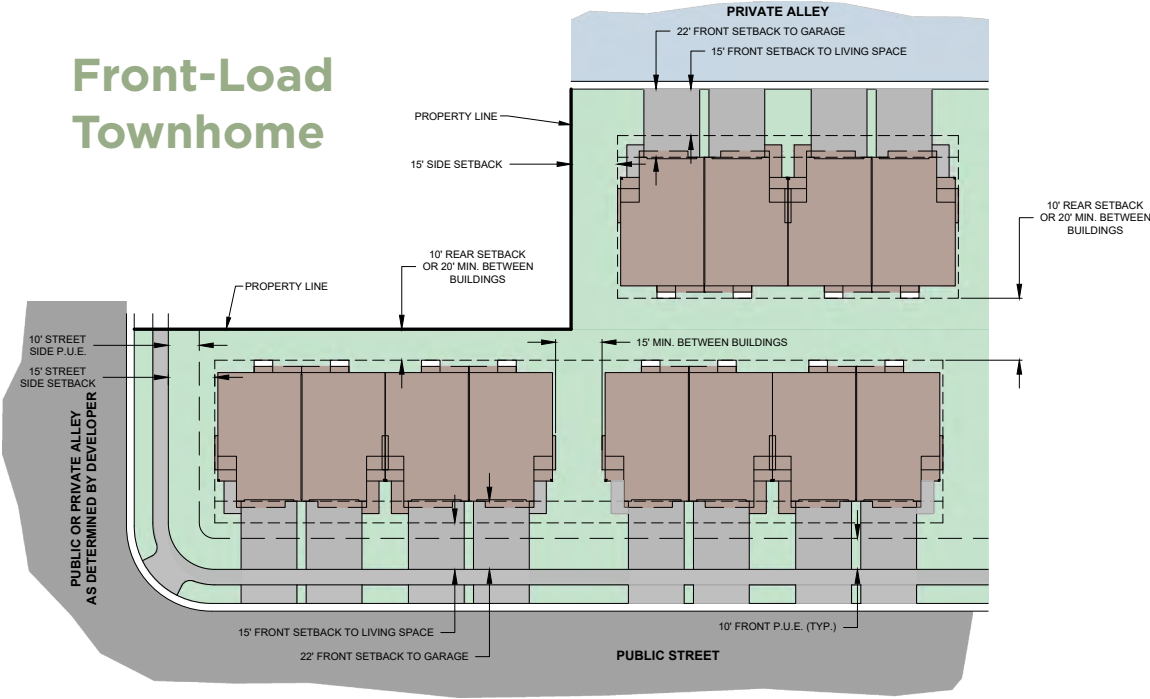
**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

# TWIN HOME & TOWNHOME SETBACK EXHIBIT

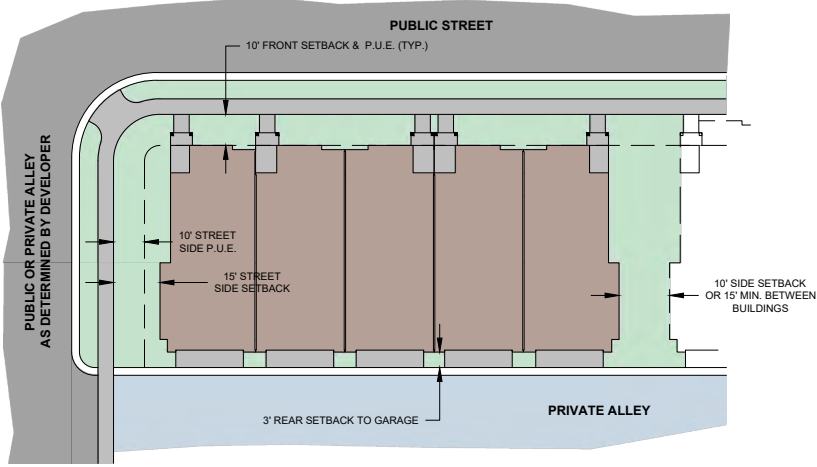
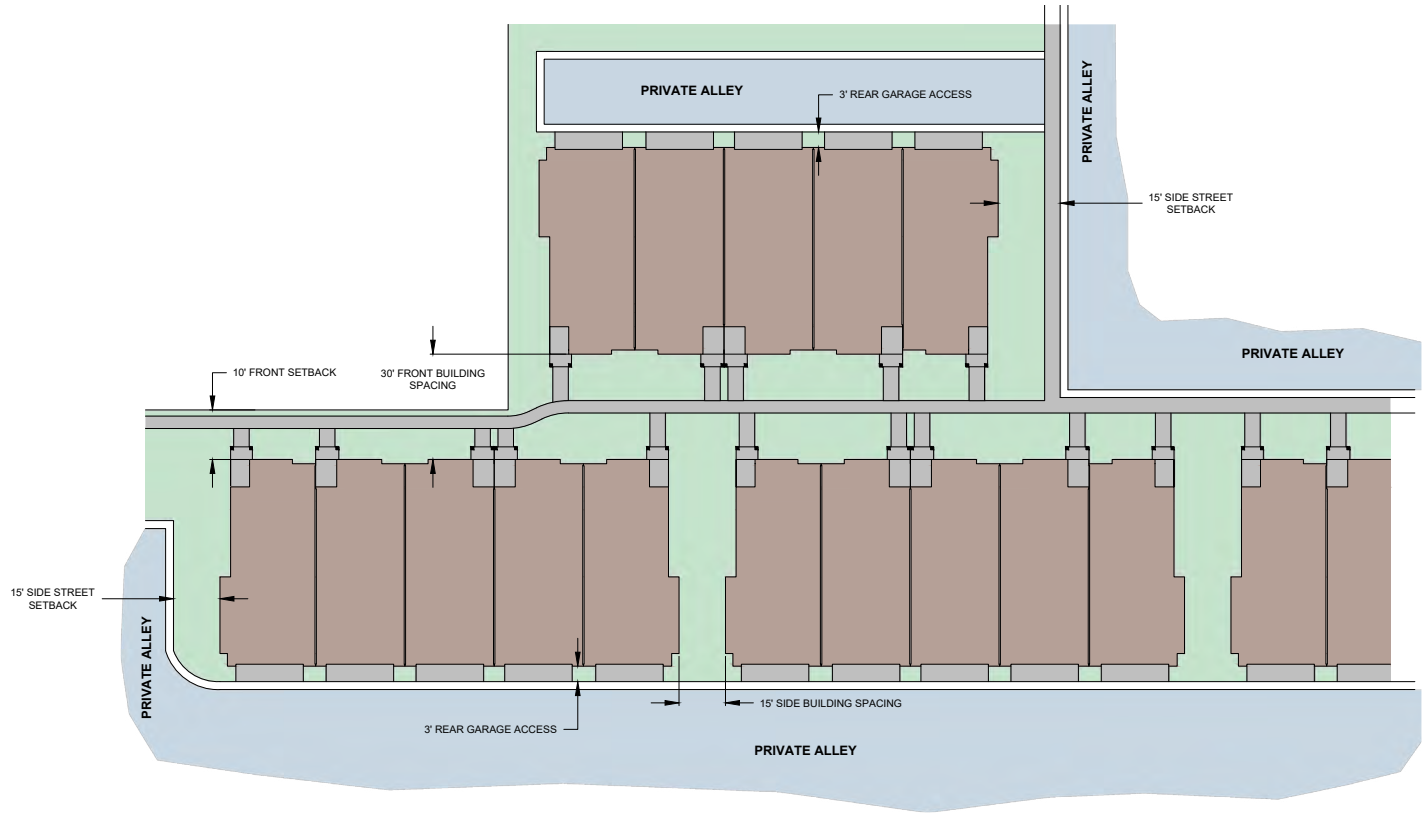
## Twin Home



## Front-Load Townhome



## Rear-Load Townhome



## APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

### Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

### Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback and parking requirements as determined in this community plan.

### Parking Standards

Parking requirements for apartments and condominiums shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.5 stalls are required. For 2-bedroom homes, 2.25 parking stalls are required. For 3-bedroom homes, 2.75 parking stalls are required. For 4-bedroom homes and greater, 3.25 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot (covered or open), or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. For condominiums or apartments that are part of a mixed-use project, parking may be shared and the total number of shared parking spaces required for the mixed-use project may be reduced, at Master Developer's discretion, by up to 25% of the overall minimum parking requirement.

### Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced.

### Exterior Materials

Exterior Materials are to be consistent with the architectural styling of the building. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with the styling of the particular building. All materials and colors must be approved by the ARC.

### Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

### Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

### PTOS

Condominiums and Apartments may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

### Apartment Pool

An apartment pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool.





## EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

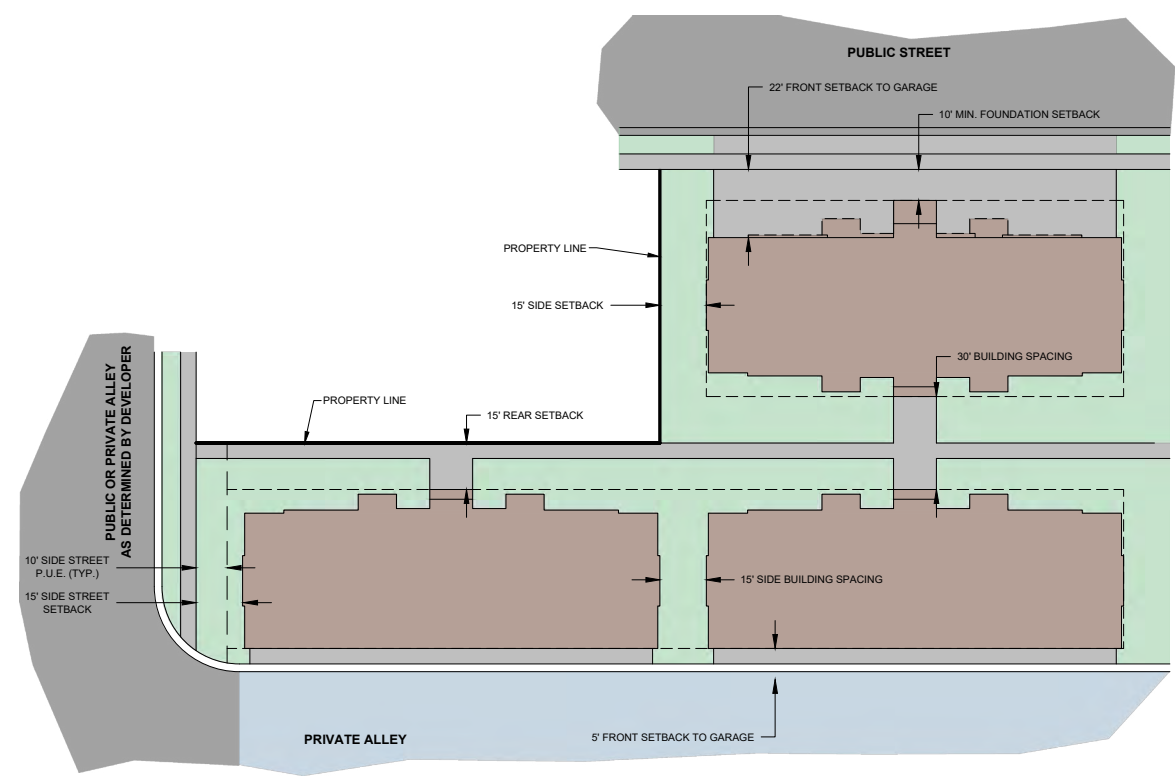




**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

# APARTMENT & CONDOMINIUM SETBACK EXHIBIT

## Apartment & Condominium Building





EXAMPLES OF RESIDENTIAL HOUSING



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





## EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

### Typical Craftsman Design

The Craftsman style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman-style home:

1. Lap siding, board and batten, and shake (shingle) exteriors
2. Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
3. Exposed rafter tails under eaves
4. Decorative corbels, braces, and beams
5. Window grids and window trim
6. Heavy, thick fascia
7. Large front porch
8. Porch supports (columns/pillars) are typically rectangular or tapered (not round) with masonry bases
9. Large roof overhangs (typically 18 to 24 inches)
10. Single-hung and double casement windows



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



## Typical Farmhouse Design

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures. Today, there is a growing interest in a simple, back-to-basics lifestyle. The new Farmhouse home design symbolizes that ideal. The following features identify a Farmhouse-style home:

1. Simple, single- or double-column porch supports
2. Simple, rectangular floor plan
3. Large, often wrap-around, porches
4. Window grids
5. Gable-style roofs (not hipped)
6. Large flat surfaces of board and batten on front elevation
7. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
8. Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
9. Dormers (gabled and shed dormers are appropriate)
10. Taller, more narrow windows
11. White/light exteriors are common, and modern versions are black/dark or have mixed light/dark exterior color palettes
12. Dark windows are common
13. Use of copper or other metal on small roof elements



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

## Typical Scandinavian Design

Scandinavian architecture includes traditional styles from Sweden, Norway, and Denmark. Typical designs focus on merging the structure with the surrounding environment, as well as integration of wood and natural materials, natural light, clean lines, neutral colors, etc. The overarching theme of Scandinavian architecture is minimalistic and simplistic design. The following features identify a Scandinavian style home:

1. Pitched roofs, oftentimes with no overhangs
2. Porch roofs may be flat
3. Dark casement windows with no trim or screens
4. Use of large windows and skylights to bring natural light indoors
5. Simple lines with no adornments
6. Use of natural colors and materials such as wood
7. Black, red, or yellow are often used to accent natural wood elements
8. Incorporation of functionality and comfort



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



## Typical Prairie Design

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space. The following features identify a Prairie-style home:

1. Roof pitches are typically 3/12-6/12
2. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
3. Large modern-style windows (typically without grids)
4. Overhanging eaves ranging from 18 to 24 inches
5. Horizontal, clean lines in the detailing
6. Lap siding with brick or stone details elements
7. Open floor plans
8. Wide, rectangular columns or pillars
9. Prominent low chimneys
10. Large, tall windows
11. Modern, glass panels in front door and garage
12. Wide front door (42 inches wide or larger)



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

## Typical Utah Traditional Design

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a continuity from community to community. The following features identify a Utah Traditional style home:

1. Roof pitches of 6/12 and greater
2. A mix of hip and gable roof structures
3. Bay or boxed windows with shutters
4. Masonry (brick or stone)
5. Body materials such as lap siding, shingles, and board and batten
6. Gable returns
7. Arched windows, front entrances, and garage trim
8. Use of copper or other metals on small roof elements
9. Taller front door



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.



## Typical Modern Design

Modern design favors strong horizontal and vertical elements, as well as geometric shapes, to create a sense of simplicity. The aim of modern design is to simplify the home, emphasize function, and remove any unnecessary frills. In place of extra adornments, clean, simple lines and shapes create interest. The following features are common in a Modern-style home:

1. Expansive roofs with pitches that are often flat with no pitch or dramatically angled
2. Minimalist design with straight, clean, lines and sharp edges
3. Low, horizontal massing with flat roofs and long-span steel trusses
4. Generous use of glass and natural light
5. Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
6. Emphasis of rectangular forms and horizontal and vertical lines
7. Emphasis on open, flowing interior spaces
8. Wide front door



**NOTE:** Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

## SALES SIGNS

---

### ON-PREMISE TEMPORARY COMMUNITY SIGNS

---

Temporary community signs may be installed as needed to direct traffic to builder model home(s) and/or sales trailers during the selling process. These temporary community signs are permitted within Firefly.

Temporary community signs may be installed along collectors, parkways, and minor/major arterials prior to and during active development or any form of development activity. The design and message may vary, but the purpose is to provide direction to and information about Firefly. Temporary community sign faces shall not exceed 200 square feet and height of sign shall not exceed 20 feet from grade. Temporary community signs shall be at least 200 feet from any other temporary sign. The ARC must approve the design prior to submitting a Development Application as appropriate.

### BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

---

A model home is considered a sales facility until it is sold. Temporary signs used on builder property, as well as areas in front of a model home, spec home, or sales trailer are builder-provided signs, and are not required to be community branded. They identify who the builder is and what the builder is offering in Firefly. Builder signs may also advertise builder contact info, as well as the name of the model home, floor plan, and features found in the model home. Model signs must be approved by the ARC, and/or HOA if applicable, and are required to adhere to the following community standards:

1. Model and spec homes may not be permitted to advertise properties or units located in another subdivision or property located outside Firefly.
2. Each model home lot may include a 32 square feet sign, an 18 square feet sign, and up to three smaller informational signs that are 10 square feet or less.
3. Model and spec home signs must be removed within 30 days of when the last home is sold in Firefly or when the model home is sold.
4. Model and spec home signage must be approved by the ARC prior to Development Application.
5. Model and spec home and signage must comply with City's Vested Laws in every aspect not specifically identified herein.
6. Builders may install temporary builder signs anywhere in Firefly in compliance with the requirements of this section.
7. Builder may install a sign that is no larger than 10 square feet on each lot.



# 05 COMMERCIAL DEVELOPMENT STANDARDS

## COMMERCIAL STANDARDS

Specific commercial uses are listed in the Permitted and Conditional Use table on pages 5-04 to 5-11. Commercial standards for IPA, CPA, and NPA areas are as follows:

### BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

The IPA has been established to create an attractive development that provides opportunities for employment and tax base for Eagle Mountain City. This Area is characterized by flat, open land particularly suited for business park and industrial uses. Representative of the uses within this area are business park; technology-oriented business; manufacturing; fabrication and processing; storage warehousing; wholesale distribution; fulfillment centers; service provider offices, yards, and retail space; and flex space. Area subdivisions and dwellings on small lots, along with other uses which tend to thwart or prevent the use of the land for its primary purposes, have been excluded from this area. The following exceptions to City's Vested Laws shall apply in the IPA.

#### Exceptions to City's Vested Laws

**Lot Area:** No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

**Lot Width:** No minimum lot width.

### COMMERCIAL WITHIN NPA AREAS

Commercial uses are permitted or conditional as set forth in the uses table on pages 5-04 to 5-11. Vertical and horizontal forms of mixed uses are also permitted or conditional so long as the commercial components of the proposed development are listed in the uses table. The following exceptions to City's Vested Laws shall apply in the NPA.





## Exceptions to City's Vested Laws

---

**Lot Area:** No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

**Lot Width:** No minimum lot width.

**Building Height:** Maximum height of 55 feet.

**Building Size:** No minimum or maximum requirement.

**Building Materials:** Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

## COMMERCIAL PLANNING AREAS (CPA)

---

The areas covered by CPAs are intended to be central retail, service, professional office, high-density apartments, and vertical or horizontal mixed-use centers. For this reason, the areas have been located in high traffic parts of the project where the street pattern makes the uses readily accessible to all parts of the community and the surrounding region. The areas are intended to provide for a variety of community activities. The CPAs are characterized by clean, well lit streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well maintained shops, stores, offices, theater, and cultural buildings, as well as high-density multi-family residential dwellings, are also characteristic of these areas. Representative of the uses in these areas are special retail, lodging, apartment housing, professional offices, theaters, restaurants, and a wide variety of retail outlets. The following exceptions to City's Vested Laws shall apply in the CPA.

## Exceptions to City's Vested Laws

---

**Lot Area:** There shall be no minimum lot area requirements for commercial lots used for a commercial use permitted in the area. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot area requirements shall be the same as for dwellings, except that no lot area requirements shall apply when the dwellings are mixed use (located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the area).

**Lot Width:** There shall be no minimum lot width requirements for commercial lots used for a commercial use permitted in the area.

**Building Height:** The maximum height of any building with a commercial use shall be 75 feet except buildings arranged, intended, or designed exclusively for residential use, the maximum height requirement shall be the same as for multi-family dwellings.

**Building Size:** No requirements.

**Building Materials:** Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.





EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS



**NOTE:**  
These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.



## PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

The following table lists the permitted (P) and conditional (C) commercial uses for CPA, IPA, and NPA areas located in Firefly. Uses that are listed as “C” (conditional) will follow the Conditional Use application procedures and approval standards found in the City’s Vested Laws.

| USE                             | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------|-----|-----|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accessory Dwelling Unit (ADU)   |     |     | C/P <sup>1</sup> | Accessory Dwelling Unit (ADU) is an independent habitable living unit, with a kitchen, bath facilities, and its own entryway, which is (1) within or attached to an owner-occupied single-family residential dwelling, or (2) within a separate detached accessory structure, or above a detached garage, on a single-family lot. Does not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Agricultural Sales and Service  | P   | P   |                  | Agricultural Sales And Service is an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses which are used for wholesale and/or retail purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Animal Care Service             |     |     | C/P <sup>1</sup> | Animal Care Service means a commercial or nonprofit facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Typical uses do not include kennels, short-term pet sitting, or hobby breeding.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Animals and Fowl                |     |     | C/P <sup>1</sup> | Animals and Fowl for recreation and family food production means large animals including horses, mules/donkeys, cattle, llamas, and ostriches and small animals including roping steers, goats, sheep, hogs, and pigs. Up to 1 large animal, 1 small animal, and 4 chickens allowed per 5,000 square feet (minimum lot size of 21,780 square feet).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Asphalt and Concrete Production |     | P   |                  | Asphalt and Concrete Production means the production of asphalt and/or concrete in one or more plants, including, but not limited to, batch plants, together with the excavation and storage of rock, sand, gravel, and other materials used in the production of asphalt and/or concrete. This term shall include the presence and operation of rock crushers, screens, shredders and other earth and plant sorting, moving, processing, and grading equipment and buildings, facilities and storage yards used to mix asphalt and concrete products.                                                                                                                                                                                                                                                                                                                     |
| Assisted Living Facility        | P   |     | C/P <sup>1</sup> | Assisted Living Facility means a residential facility, licensed by the state of Utah, with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services and who have a service plan based on the assessment, which may include: specified services of intermittent nursing care; administration of medication; and support services promoting residents’ independence and self-sufficiency. An assisted living facility does not include a residential facility for persons with a disability or an adult day care provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability. |
| Auction (Except Animals)        | P   |     |                  | Auction is any sale where tangible goods, wares, or merchandise is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Auto Service, Major             | P   | P   |                  | Auto Service, Major means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including paint, body and fender, and major engine and engine part overhaul, provided it is conducted within a completely enclosed building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Auto Service, Minor             | P   | P   |                  | Auto Service, Minor means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune-ups and transmission work, provided it is conducted within a completely enclosed building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



| USE                                                                   | CPA            | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------|----------------|-----|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Automobile Gas Station                                                | P              | P   | C/P <sup>1</sup> | Automobile Gas Station means an establishment for the retail sale of automotive fuels and lubricants and at which no vehicle repair or maintenance service is offered. Such an establishment may offer for retail sale other convenience items such as food and may also include a car wash.                                                                                                                                                                                                                                                                                                                               |
| Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental | P              | P   |                  | Automobile, Truck, Recreational Vehicle and Equipment Sales or Rental means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include non-serviceable or junk vehicles or equipment.                                                                                                                                                                                                                                                                                                                                                                               |
| Bank                                                                  | P              | P   | C/P <sup>1</sup> | Bank means a business principally involved in the lending, borrowing, exchanging, issuing, or safeguarding of money, under charter from an agency of the state of Utah or the United States.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Bar or Tavern                                                         | P              | P   | C/P <sup>1</sup> | Bar or Tavern means a business principally involved in the sale of alcoholic beverages under license from the city and the state of Utah.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Bed and Breakfast Facility                                            | P              |     | C/P <sup>1</sup> | Bed and Breakfast Facility means a limited commercial activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodations, limited food services, parking facilities and open space in a natural setting.                                                                                                                                                                                                                                                        |
| Car Wash                                                              | P              | P   | C/P <sup>1</sup> | Car Wash means a facility engaged in cleaning or detailing motor vehicles, including cars, passenger trucks, and recreational vehicles, whether self-service, automatic or by hand. A car wash may be an accessory use to an automobile gas station or convenience store, or it may be a principal use on the lot.                                                                                                                                                                                                                                                                                                         |
| Commercial Food Preparation                                           | P              | P   |                  | Commercial Food Preparation is a facility in which food is processed or otherwise prepared, primarily for off-site consumption and/or sales. Facilities may be shared among various food processors, producers, or preparers. Uses may include but are not limited to: commissary kitchen and catering.                                                                                                                                                                                                                                                                                                                    |
| Communication Facility                                                | P              | P   |                  | Communication Facility means a tower or structure used for transmitting a broadcast signal or for receiving a broadcast signal (or other signal) for retransmission.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Construction Sales and Service                                        | P              | P   |                  | Construction Sales and Service is an establishment engaged in retail or wholesale sale of materials and services used in construction of buildings or other structures, as well as outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumber yards, home improvement centers, lawn and garden supply stores, construction equipment sales and rental, air conditioning, electrical, plumbing, and heating supply stores, swimming pool sales, construction and trade contractors' offices and storage yards, and public utility corporation storage yards. |
| Convenience Store                                                     | P              | P   | C/P <sup>1</sup> | Convenience Store is an establishment, not exceeding five thousand (5,000) square feet of gross floor area, serving a limited market area and engaged in the retail sale or rental, from the premises, of food, beverages and other frequently or recurrently needed items for household use, excluding gasoline sales.                                                                                                                                                                                                                                                                                                    |
| Data Center                                                           | P <sup>2</sup> | P   |                  | Data Center meaning electronic data management businesses, centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.                                                                                                                                                                                                  |
| Day Care Center, Adult                                                | P              | P   | C/P <sup>1</sup> | Day Care Center, Adult means a non-medical facility for the daytime care of adults who, due to advanced age, disability or impairment, require assistance and/or supervision during the day.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Day Care Center, Child, Large                                         | P              | P   | C/P <sup>1</sup> | Day Care Center, Child, Large means an establishment providing care and maintenance to 50 or more children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.                                                                                                                                                                                                                                                                                                                                                                            |



| USE                                   | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------|-----|-----|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Day Care Center, Child, Small         | P   | P   | C/P <sup>1</sup> | Day Care Center, Child, Small means an establishment providing care and maintenance to more than 12, but fewer than 50, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Day Care Establishment, Family, Child | P   |     | C/P <sup>1</sup> | Day Care Establishment, Family, Child means an establishment providing care and maintenance to four or more, but fewer than 12, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services to be provided within a single-family residence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Electronic Sales and Repair           | P   | P   |                  | Electronic Sales and Repair means a retail establishment that deals in the sale and repair of electronics.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Flea Market (Indoor)                  | P   | P   |                  | Flea Market (Indoor) is a building devoted to the indoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Flea Market (Outdoor)                 | P   | P   |                  | Flea Market (Outdoor) is an outdoor area devoted to the periodic outdoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Funeral Home                          | P   |     | C/P <sup>1</sup> | Funeral Home is an establishment engaged in preparation of funeral services. Uses may include the preparation of the deceased for burial, for the display of the deceased and/or for ceremonies or services related thereto. A funeral home may include facilities for embalming, but not for cremation. It may also include facilities for the storage of caskets, funeral supplies, and funeral vehicles. A funeral home may also be known as a funeral parlor or a mortuary.                                                                                                                                                                                                                                                                                                                                                         |
| Garden Center                         | P   | P   | C/P <sup>1</sup> | Garden Center means an establishment for the growing, cultivation, storage, or sale of plants, flowers, trees, shrubs, garden plants, bushes, landscaping materials, or similar plantings, including materials, tools, implements, equipment, and packaged substances for the maintenance and care of such plantings intended for ornamental, garden, or landscaping purposes. Typical uses include greenhouses, plant and tree nursery, permanent tree lots, and garden supply stores. Typical uses do not include sod farms, storage sites for landscaping materials or cannabis production facilities.                                                                                                                                                                                                                               |
| Government Service                    | P   | P   | C/P <sup>1</sup> | Government Service is any building or facility used, owned, or operated by a government entity which provides services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Grain Elevator                        |     | P   |                  | Grain Elevator is a storage area or structure where grain products are temporarily stored for transfer to trucks, train cars, or other forms of transportation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Heliport                              |     | P   |                  | Heliport is a landing area solely for the landing of helicopters. A heliport may include more than one helipad.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Hometel                               | P   |     |                  | Hometel is a building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Hospital                              | P   | P   |                  | Hospital is a facility that: A. Offers services more intensive than those required for room, board, personal services and general nursing care; B. Offers facilities and beds for use beyond twenty four (24) hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; or C. Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include accessory uses, such as offices for medical and dental personnel, daycare facilities for employees, patients, or patient visitors, and central service facilities, such as pharmacies, medical laboratories, and other related uses. |





| USE                             | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|-----|-----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hotel or Motel                  | P   | P   |                  | Hotel or Motel means a building or group of buildings containing individual sleeping units designed and used primarily for the accommodation of short-term guests, and with automobile parking or storage available. This definition includes restaurant, food service and group meeting facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Indoor Shooting Range           | P   | P   |                  | Indoor Shooting Range means a target range used for shooting, or for any other use involving the discharge of handguns, rifles, shotguns, or archery bows, which is open to the general public upon payment of a fee and which is located within the confines of a building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Kennel                          | P   | P   |                  | Kennel is an establishment having three (3) or more dogs of any age for the purpose of boarding, letting for hire, or training for profit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Laboratory, Medical Related     | P   | P   |                  | Laboratory, Medical Related is an establishment that performs research and analysis of medical tests and biologic samples collected for the purpose of medical diagnosis. A medical related laboratory is not a bio-medical facility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Liquor Store                    | P   | P   |                  | Liquor Store is a State store, owned and operated by the State of Utah, as defined and regulated under Utah Code Annotated title 32B, or its successor, for the sale of alcoholic beverages for off premises consumption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Manufactured Home or Dwelling   |     |     | C/P <sup>1</sup> | Manufactured Home or Dwelling means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act (4 USC 5401), the International Building Code or the International Residential Code. Mobile homes, travel trailers, houses mounted on self-propelled or drawn vehicles, shipping containers and tents or other forms of temporary housing or portable housing are not included within this definition.                                                                                                                                                                                                                                                                                           |
| Manufacturing, Heavy            |     | P   |                  | Manufacturing, Heavy means the assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than average effects on the environment, or that ordinarily have significant effects on the use and enjoyment of adjacent property through noise, dust, smoke, fumes, odors, glare or health or safety hazards or that otherwise do not constitute "light manufacturing." This term includes processing and fabrication of large or bulky products, products made from raw or extracted materials, or products involving flammable or explosive materials and processes which require land area for fabrication or storage of products. This term shall include refineries and chemical manufacturing.     |
| Manufacturing, Light            | P   | P   |                  | Manufacturing, Light means the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create noise, dust, smoke, fumes, odors, glare or health or safety hazards outside of the building or lot where such activities take place, where such uses are housed entirely within a building or where the area occupied by outdoor storage of goods and materials used in such processes does not exceed 25 percent of the floor area of all buildings on the property. Light manufacturing generally includes processing and fabrication of finished products, predominantly from previously prepared materials. This term shall include uses such as electronic equipment production and printing plants. |
| Medical and Health Care Offices | P   | P   | C/P <sup>1</sup> | Medical and Health Care Offices means offices or clinics which provide services for the prevention, treatment and care of illness or injury; medical, dental and chiropractic offices; offices devoted to the healing arts such as licensed, accredited massage therapists; licensed physical therapists; and psychotherapists; and which may include a pharmacy, drug store or laboratory intended to serve patients of the medical or dental professions as an accessory use.                                                                                                                                                                                                                                                                   |
| Mixed Use                       | P   |     | C/P <sup>1</sup> | Mixed Use means a type of development containing both residential dwelling units and other uses, such as commercial or office uses, on the same or adjacent portions of the project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are in different buildings but that share common features such as parking).                                                                                                                                                                                                                                                                                                 |
| Modular Unit                    |     |     | C/P <sup>1</sup> | Modular Unit is a structure built from sections manufactured in accordance with the construction standards adopted pursuant to Utah Code Annotated title 15A, and transported to a building site, the purpose of which is for human habitation, occupancy or use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



| USE                                          | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------|-----|-----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Moving and Storage Facilities and Businesses |     | P   |                  | Moving and Storage Facilities and Businesses means a facility or business engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the parking of moving vehicles.                                                                                                                                                                                                                                                                                                                                             |
| Multi-family Dwelling                        | P   |     | P                | Multi-family Dwelling means housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multi-family dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multi-family dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental.                                                                                                       |
| Museum                                       | P   |     | C/P <sup>1</sup> | Museum means an institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.                                                                                                                                                                                                                                                                                                                              |
| Office Use                                   | P   | P   | C/P <sup>1</sup> | Office Use means a type of business use, which may or may not offer services to the public, that is engaged in the processing, manipulation or application of business information or professional expertise. An office use is not materially involved in fabrication, assembly or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. Examples include accounting, investment services, architecture, engineering, legal services and real estate services.                            |
| Office/Warehouse                             | P   | P   |                  | Office/Warehouse is a facility of single or multiple buildings or units where at least twenty-five percent (25%) of each building or unit is built as office space or showroom with the remainder of the building or unit built as storage or warehouse space. Such facility typically has garage bays to service the warehouse component.                                                                                                                                                                                                                                      |
| Open-Air Businesses                          | P   | P   |                  | Open-Air Businesses is any business which sells, primarily at retail, certain goods, products or merchandise which are displayed or otherwise merchandised outside an enclosed building, including but not limited to fresh fruits, fresh vegetables, flowers, landscape nurseries, home garden supplies and equipment, auto sales, parking lot sales, camper sales, recreational vehicles, arts, crafts, and playground equipment.                                                                                                                                             |
| Outdoor Storage                              | P   | P   |                  | Outdoor Storage means the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to the public.                                                                                                                                                                                                                                                                                                                                                                                                                |
| Park, Community                              | P   | P   | C/P <sup>1</sup> | Park, Community means one that is typically intended to serve a specific segment of the community and is generally medium-sized. Park improvements are generally intended to provide a full range of passive and active recreational events. However, extensive lighting or parking will not be utilized in these parks.                                                                                                                                                                                                                                                        |
| Park, Neighborhood                           | P   | P   | C/P <sup>1</sup> | Park, Neighborhood is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Park, Regional                               | P   | P   | C/P <sup>1</sup> | Park, Regional is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the population.                                                                                                                                                                                                                                                                                                                                                                                                  |
| Parking Lot                                  | P   | P   | C/P <sup>1</sup> | Parking Lot is an open area other than a street, alley, or driveway, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation or as an accommodation for clients or customers.                                                                                                                                                                                                                                                                                                                                           |
| Pawnshop                                     | P   |     |                  | Pawnshop is any person or establishment engaged in any of the following: A. Lending money on deposit of personal property. B. Dealing in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledgor or depositor. C. Lending or advancing of money on personal property by taking chattel mortgage security thereon and taking or receiving possession of such personal property. D. Selling unredeemed pledged personal property, together with such new merchandise, as will facilitate the sale of such property. |



| USE                                                | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------|-----|-----|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pet Sales                                          | P   |     | C/P <sup>1</sup> | Pet Sales is any establishment wherein dogs, cats, small household pets such as birds, fish, and reptiles, or other household pets of any age are kept or displayed for the purposes of retail sales. This definition does not include kennel; cattery; animals for sale by an animal breeder; or the sales of small household pets that may be associated with another allowed use. Pet sales does not include animal adoptions from a city or county animal shelter, animal control agency, or a non-profit animal welfare organization incorporated within the State of Utah for the purpose of preventing cruelty to animals, or by any properly authorized establishment used for the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats or other small domestic animals. |
| Printing and Copying, Limited                      | P   | P   | C/P <sup>1</sup> | Printing and Copying, Limited is a business establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Private and Public Schools                         | P   |     | C/P <sup>1</sup> | Private and Public Schools means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Recreation and Entertainment, Indoor               | P   |     | C/P <sup>1</sup> | Recreation and Entertainment, Indoor is an establishment providing recreation and entertainment that is wholly enclosed in a building. Typical uses include amusement rides, athletic and fitness facilities, bowling alleys, dance halls, indoor theaters, pool halls, racquetball and handball courts, and swimming pools.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Recreation and Entertainment, Outdoor              | P   |     |                  | Recreation and Entertainment, Outdoor is an establishment providing recreation and entertainment which takes place in the open. Typical uses include archery ranges, batting cages, campgrounds, golf courses, golf driving ranges, drive-in theaters, miniature golf courses, rodeo grounds, tennis courts, and amusement rides.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Recreational Vehicle Storage Yard                  | P   | P   | C/P <sup>1</sup> | Recreational Vehicle Storage Yard is a fenced area for storage of recreational vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Recycling Center, Indoor                           |     | P   |                  | Recycling Center, Indoor is a building in which recyclable material is collected, processed, and/or baled entirely within an enclosed building. Said facility may also be used to prepare and ship materials to others who will use those materials to manufacture new products. On site drop off containers shall be located a minimum of thirty (30) feet back from the right of way line and shall be screened to mitigate blowing debris.                                                                                                                                                                                                                                                                                                                                                                          |
| Recycling Collection Station                       | P   | P   | C/P <sup>1</sup> | Recycling Collection Station is one or more outdoor freestanding containers available to the general public occupying an area not greater than four hundred (400) square feet, exclusive of area required for vehicular access, and designed to receive and store recyclable materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Religious or Cultural Meeting Hall                 | P   |     | C/P <sup>1</sup> | Religious or Cultural Meeting Hall means a building or buildings owned or maintained by organized religious organizations and nonprofit associations for social, civil or philanthropic purposes, or as a place of worship. Uses also include public nonprofit displays of art, historic or cultural artifacts or other inanimate exhibits, a building used as a lending library or reading room, seminaries (associated with schools), monasteries and convents. This definition shall not include tents or temporary structures.                                                                                                                                                                                                                                                                                     |
| Research Service                                   |     | P   |                  | Research Service is an establishment engaged in industrial, medical, or scientific inquiries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Residential Dwelling Unit                          |     |     | P                | Residential Dwelling Unit ("RDU") means a single unit intended to be occupied for a residential living purpose.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Residential Facility for Persons with a Disability | P   |     | C/P <sup>1</sup> | Residential Facility for Persons with a Disability means a residence in which more than one person with a disability resides and which is licensed or certified by: the Utah Department of Human Services under Utah Code Annotated Title 62A, Chapter 2, Licensure of Programs and Facilities; or the Utah Department of Health under Utah Code Annotated Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.                                                                                                                                                                                                                                                                                                                                                                                    |
| Restaurant                                         | P   | P   | C/P <sup>1</sup> | Restaurant means a building, property, or location where the primary purpose is to serve as an eating establishment with facilities in which food is prepared for either on- or off-site consumption. This definition also includes specialty food stores, such as ice cream parlors or delicatessens.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



| USE                                                                     | CPA | IPA | NPA              | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------|-----|-----|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Retail Goods Establishment                                              | P   | P   | C/P <sup>1</sup> | Retail Goods Establishment means a building, property, or activity, the principal use or purpose of which is the sale of physical goods, products, or merchandise directly to the consumer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Retail Services Establishment                                           | P   | P   | C/P <sup>1</sup> | Retail Services Establishment means a building, property, or activity where the principal use or purpose is the provision of personal services directly to the consumer. This term shall include barber shops, beauty parlors, laundry and dry cleaning establishments (with off-plant premises), tailoring shops, shoe repair shops, and the like.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Retail, General                                                         | P   | P   | C/P <sup>1</sup> | Retail, General is an establishment that rents or sells goods to the public but excluding uses specifically classified in another definition herein. Typical uses include apparel stores, antique shops, art and hobby supply stores, bicycle shops, bookstores, clothing rental stores, department stores, discount stores, drugstores, electronic appliance stores, florists, food stores, furniture and appliance stores, gift and novelty shops, glass and mirror shops, hardware stores, home improvement centers, jewelry stores, medical supply stores, music stores, optical retail sales, paint stores, pet supplies stores, photocopying and blueprinting shops, photography supply stores, record, tape and video stores, sporting goods stores, toy stores and variety stores. |
| Rock, Sand and Gravel Storage and Distribution (As Part of Development) | P   | P   | C/P <sup>1</sup> | Rock, Sand and Gravel Storage and Distribution is the outdoor storage and sale of rock, sand and gravel in bulk quantities and the storage on site of necessary loading equipment, facilities and vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Short Term Rental                                                       | P   |     | C/P <sup>1</sup> | Short Term Rental is a lease or rental of a dwelling unit, or any portion thereof located within agricultural or residential zones for lodging or accommodation purposes for a period of less than thirty (30) consecutive days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Sign, Painting, Fabrication                                             | P   | P   |                  | Sign, Painting, Fabrication is a facility and/or service that specializes in the fabrication of all types of interior and exterior signage and offers services including painting, printing, sandblasting, routing, engraving and/or sign installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Stables                                                                 | P   |     | C/P <sup>1</sup> | Stables means a building in which horses are sheltered, which may be accessory to a resident or other use or a freestanding principal use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Store, Warehouse Club                                                   | P   |     |                  | Store, Warehouse Club is a retail business requiring patron membership, and selling packaged and bulk foods and general merchandise. They are characterized by high volume and a restricted line of popular merchandise in a no frills environment. They have centralized exit checkout stations, and utilize shopping carts for customers. These stores typically range from one hundred twenty thousand (120,000) to one hundred fifty thousand (150,000) square feet in size.                                                                                                                                                                                                                                                                                                           |
| Tattoo and Body Engraving Service                                       | P   |     |                  | Tattoo and Body Engraving Service is a personal service establishment furnishing tattoos and body piercing on the premises. This definition excludes permanent cosmetics when done in association with a permitted personal care service, such as a beauty shop or nail salon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Trade/Vocational School                                                 | P   | P   |                  | Trade/Vocational School is an establishment, for profit or not, conducting a course of instruction, training, or retraining to prepare individuals to follow an occupation or trade offering regularly scheduled instruction in technical, commercial or trade skills, such as, but not limited to, business, real estate, building and construction trades, electronics, computer programming and technology, automotive and aircraft mechanics and technology, and similar types of instruction.                                                                                                                                                                                                                                                                                         |
| Travel Center                                                           | P   | P   |                  | Travel Center means a place for the transient stopping, parking, and fueling of commercial trucks. Travel Centers may also include facilities for eating, sleeping and recreation of the truck drivers, convenience stores; and may also serve the general public and their vehicles.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Truck Freight Terminal                                                  |     | P   |                  | Truck Freight Terminal is a premises used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |





| USE                             | CPA | IPA | NPA | DEFINITION                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------|-----|-----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Utility, Major                  |     | P   |     | Utility, Major is a facility of any entity which provides the general public with electricity, natural gas, sewage collection, telecommunication, water, or other similar service. This term excludes wireless telecommunication facilities, storage buildings or yards, gas or oil processing, and manufacturing facilities. Typical uses include electric generation plants, water storage reservoirs, and water and wastewater treatment plants. |
| Warehouse                       |     | P   |     | Warehouse is a structure, or part thereof, or area used principally for the storage of goods and merchandise.                                                                                                                                                                                                                                                                                                                                       |
| Warehouse, Self Service Storage | P   | P   |     | Warehouse, Self-Service Storage is an enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.                                                                                                                                                                                                               |
| Welding Shop                    |     | P   |     | Welding Shop is a business in which metal is joined, united, repaired, produced, or created by heating and allowing the parts to flow together, or by hammering or compressing with or without previous heating.                                                                                                                                                                                                                                    |
| Wholesale, Distribution         |     | P   |     | Wholesale Distribution is a business that maintains an inventory of materials, supplies and goods related to one or more industries and sells bulk quantities of materials, supplies and goods from its inventory to companies within the industry. A wholesale distributor is not a retail goods establishment.                                                                                                                                    |
| Woodworking Mill                |     | P   |     | Woodworking Mill is a facility where timber is processed to produce wood products.                                                                                                                                                                                                                                                                                                                                                                  |

**1** Permitted in NPAs 9 and 12. Conditional in all other NPAs.

**2** Permitted in CPA 3

## CONTINUING USE RESTRICTION

Once a final plat for a residential use is recorded there will be a plat note providing that the residential use cannot be modified except by a plat amendment.

## COMMERCIAL/BUSINESS PARK SIGNS

All signs within the Firefly boundaries are considered on-premise signs. Monument sign design will be detailed at Development Application. Pylon, pedestal, and wall signs consisting of letters and cabinets indicating the business, commodities, service, industry, or other activity sold, offered, or conducted on the premises are permitted in NPA, IPA, and CPA areas in accordance with the following criteria:

## MONUMENT SIGNS IN COMMERCIAL AREAS

Commercial developments with multiple businesses shall be permitted to construct monument signs. The ARC must approve the design and locations prior to submitting a Development Application, as appropriate.



## PYLON & PEDESTAL SIGNS

---

1. One detached on-premise sign is permitted for each developed parcel not exceeding one-and-a-half square feet of sign area for each linear foot of street frontage.
2. No sign face may exceed a total sign area of 200 square feet per side with a maximum of two sides. Electronic message centers may be incorporated into the sign, but are only allowed along arterial and major collectors.
3. If a developed parcel has in excess of 200 linear feet of street frontage, additional signs may be allowed, provided the distance between detached signs on each parcel is not less than 200 feet as measured in a straight line.
4. The maximum sign height is 35 feet above pavement grade or ground level. On properties adjacent to freeways, where the sign is freeway oriented, maximum sign height may be determined from highway grade.
5. The minimum sign clearance from grade to the bottom of the sign is eight feet.
6. Minimum sign setback from all property lines is two feet.
7. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

## WALL SIGNS

---

1. A single-story building or unit is permitted one primary wall sign. A multiple story building is permitted to have multiple primary wall signs. Additionally, one wall sign is allowed per tenant space.
2. Primary wall signs shall not exceed ten percent (10%) of the facade on which the sign is mounted, or 96 square feet, whichever is less.
3. Each primary wall sign for single-story buildings shall maintain a minimum height of 8 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary wall sign for multiple-story buildings shall be no lower than the bottom of the top floor of the building.
4. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.



# 06 TRANSPORTATION

## ROADWAY FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide transportation service to the area. These guidelines and requirements set forth herein are based upon the current property and do not account for any additional property that may be added to Firefly. It is intended that this document be the basis for planning infrastructure. The information included will be a guide for development of the roadway facilities in serving both current and future needs. The document will focus primarily on infrastructure located within Firefly.

The specific objectives of the document include:

1. Identifying existing transportation corridors and roads within Firefly to be built by Master Developer
2. Identifying typical standards for the design of the roadway and pavement sections
3. Providing direction for the planning of future facilities throughout Firefly

### Existing Transportation Corridors & Improvements

To develop the Tyson Food site, Master Developer was required to construct the following roadways within the boundary of City:

**Firefly Boulevard** – Firefly Blvd has been identified as the major arterial corridor transecting Firefly. From SR-73 east to Tiffany Lane, the right-of-way has been classified as 152 feet with five lanes. Construction to date has included improvements of SR-73 and a 2-lane roadway to Tyson Parkway. UDOT approved the intersection with SR-73. Pavement section determination was provided by a Geotechnical Engineer and approved by the City Engineer. The remainder of the 2-lane roadway, from Tyson Parkway to Tiffany Lane, was completed in December 2020.

**4000 North** – 4000 North has been identified as a major collector corridor from SR-73 to Eagle Mountain Boulevard. The road has long been a County maintained gravel road. UDOT has approved improvements of 4000 North at SR-73. The right-of-way has been classified as 94 feet with three lanes through the boundaries of the City. Curb, gutter, and trail were constructed along Tyson Food's frontage. Pavement within City extends 600 feet to the east of Tyson Parkway. The remainder of the western portion of the roadway is within Cedar Fort. City shall not require Master Developer to design or construct any portion of 4000 North that is not within Firefly.

**Tyson Parkway** – Tyson Parkway has been identified as a minor collector corridor from 4000 North to Firefly Blvd. The right-of-way has been classified as 77 feet. As an industrial land use corridor, the road section was approved to be modified. The section includes only a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.



## Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

1. Design and construct all streets within Firefly to a minimum level of service “D.”
2. Utilize the Street Sections contained herein that provide standards for each road way classification.
3. Obtain a Geotechnical Report as needed for the design of pavement sections when asphalt depths are greater than 3 inches.

These service and design requirements are based upon projected land uses and number of residential units within Firefly. Master Developer has certain discretion to adjust the final number of units, location of units, and types of units as well as layout of approved land uses within Firefly. Those final details may be different than the current projections upon which the existing Firefly road layout is based. Accordingly, Master Developer may, in its discretion, install any of the approved Street Sections within Firefly so long as the proposed Street Section supplies a level of service equal to or greater than “D” when taking into account the effects of the development proposed in a “Development Application.” Additionally, narrowed intersections and roundabouts may be used to safely control vehicular traffic, pedestrians, and bicyclists.

## Future City Transportation Corridors

Utilizing the updated Land Use Master Plan, future key corridors have been identified for appropriate traffic flow within Firefly. Multiple points of ingress and egress have been planned throughout the overall development. A third connection to SR-73 is planned on the southern border of Firefly. As more development occurs, the existing roads may be widened and improved to maintain the required level of service “D.”

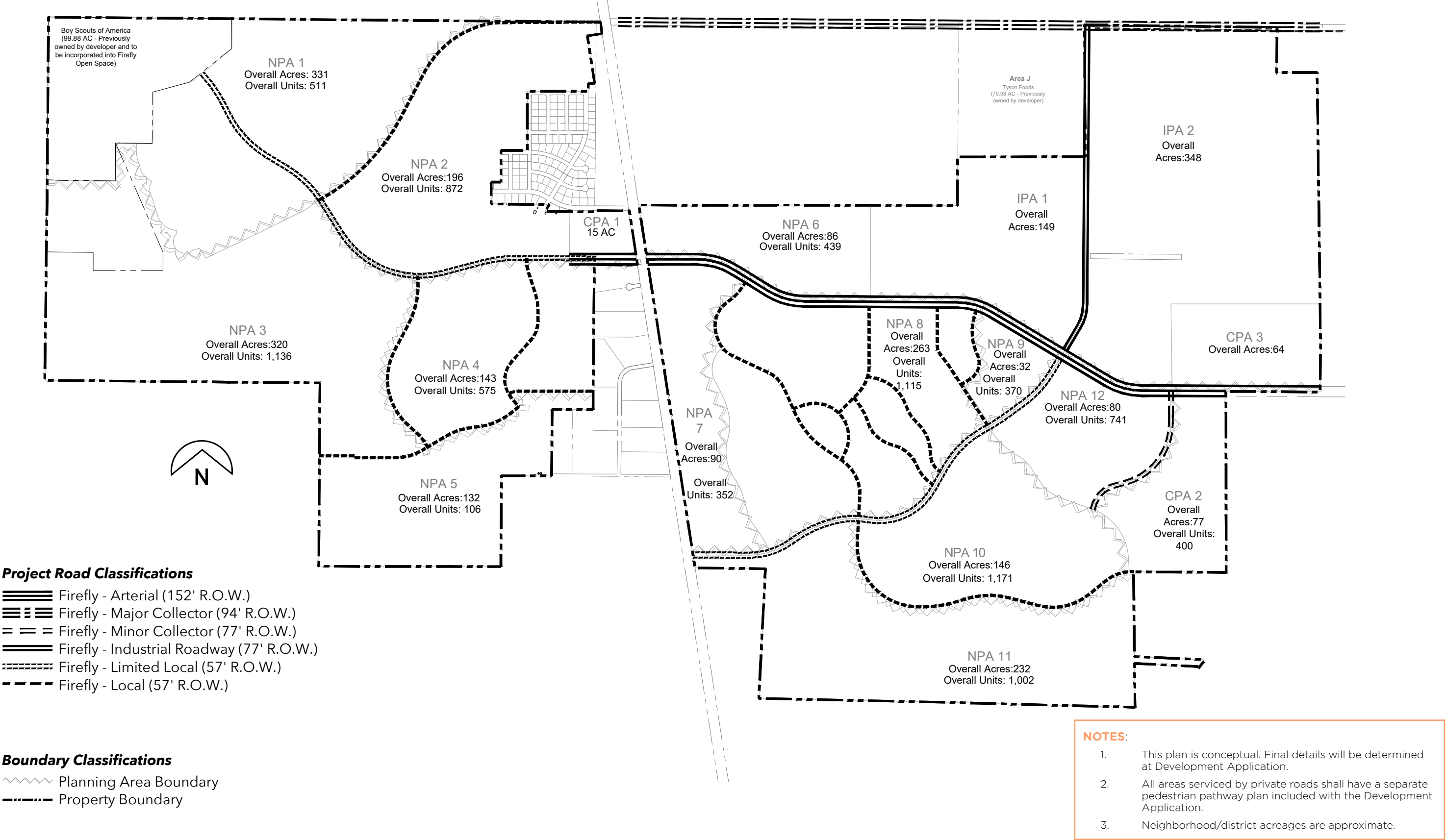
## Industrial Zone Area Road Standards

Within the Industrial Zone areas, the 55' and 77' industrial Street Sections will be used which include a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.





# ROADWAY EXHIBIT



STREET SECTIONS

NOTE: Public/private determined by Master Developer.



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

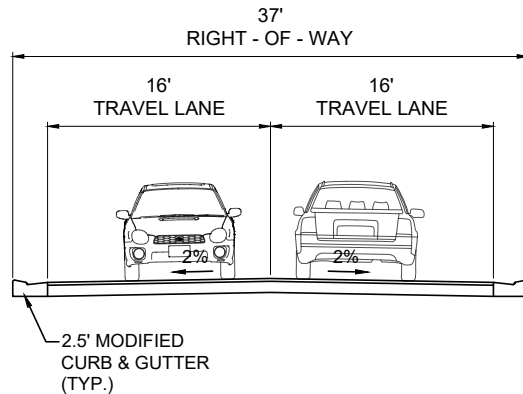
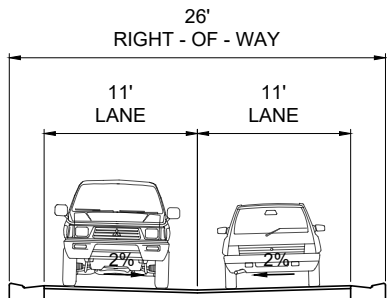
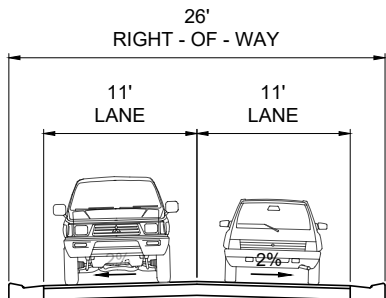
**POLE CANYON**  
EAGLE MOUNTAIN, UTAH  
**STREET SECTIONS**

| REVISIONS |  |
|-----------|--|
| 1         |  |
| 2         |  |
| 3         |  |
| 4         |  |
| 5         |  |

LEI PROJECT #:  
**2021-0080**  
DRAWN BY:  
**TJP**  
DESIGNED BY:  
**GDM**  
SCALE:  
**N.T.S.**  
DATE:  
**4/19/2023**

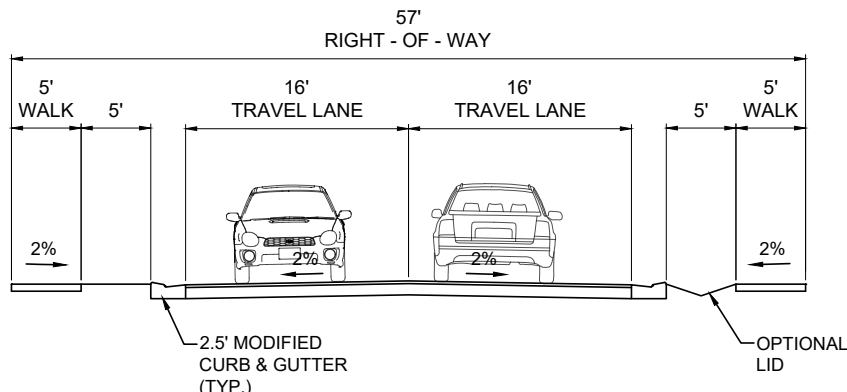
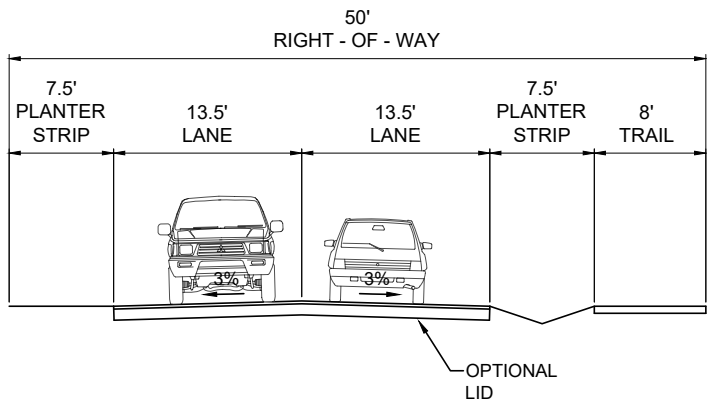
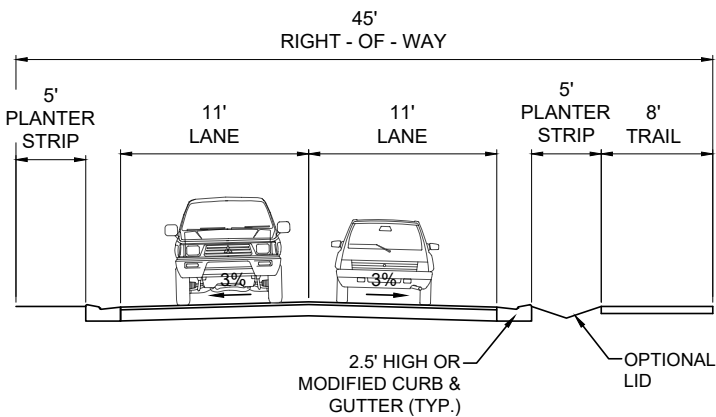
SHEET

**1**



**1 26' PRIVATE ALLEY SECTIONS**

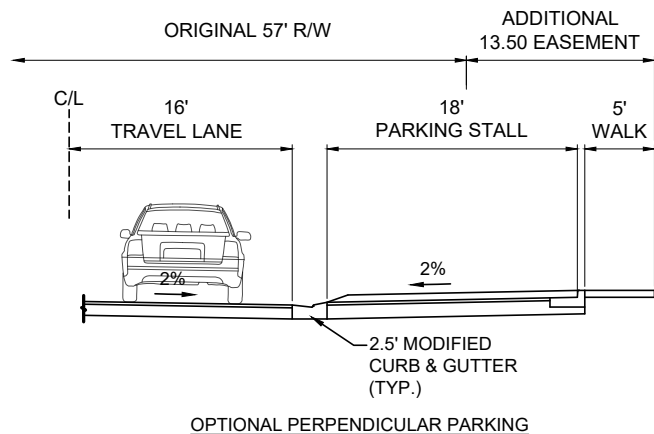
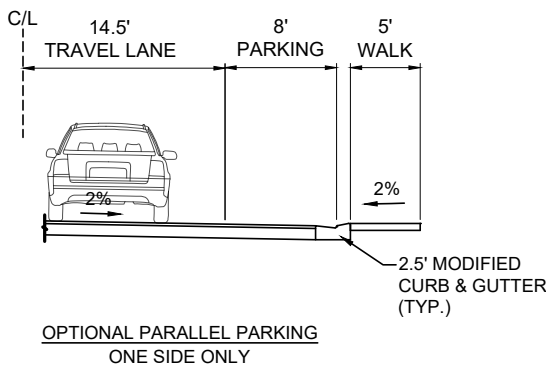
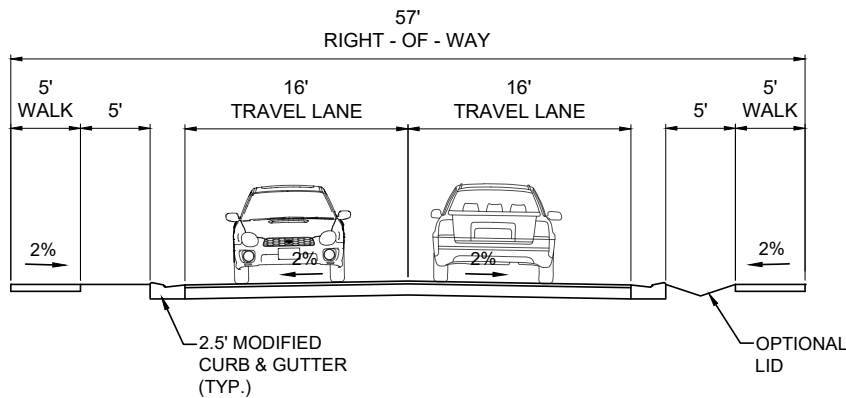
**2 37' SUB-LOCAL SECTION (MULTI-FAMILY & LOCAL TO LOCAL CONNECTION)**



**3 45' RURAL SECTION (NPA-5)**

**3A 50' RURAL SECTION (NPA-5)**

**4 57' LOCAL SECTION (FRONTAGES GREATER THAN 80')**



**4A 57' LOCAL SECTION (FRONTAGES 40' - 80')**



**NOTE:** Public/private determined by Master Developer.



- 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

**POLE CANYON  
EAGLE MOUNTAIN, UTAH**

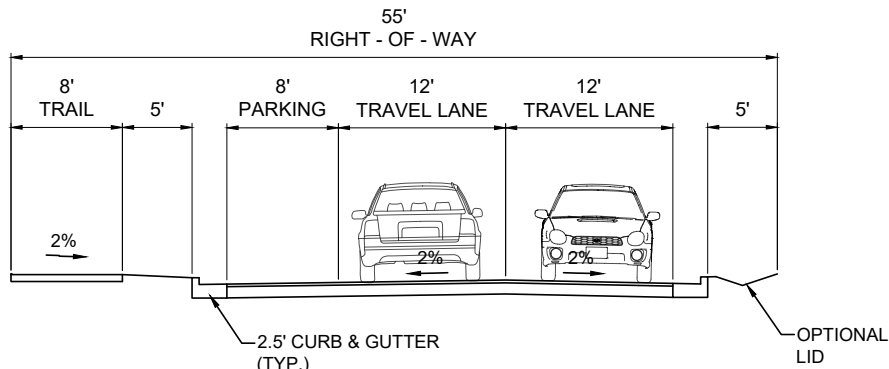
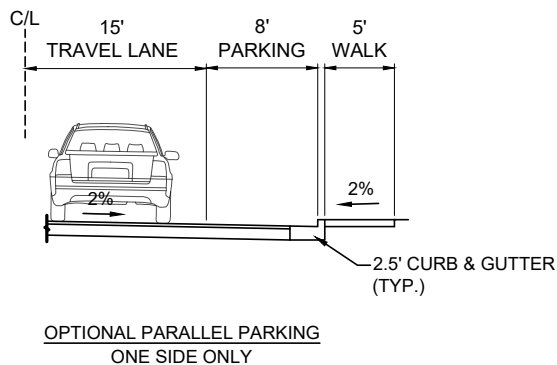
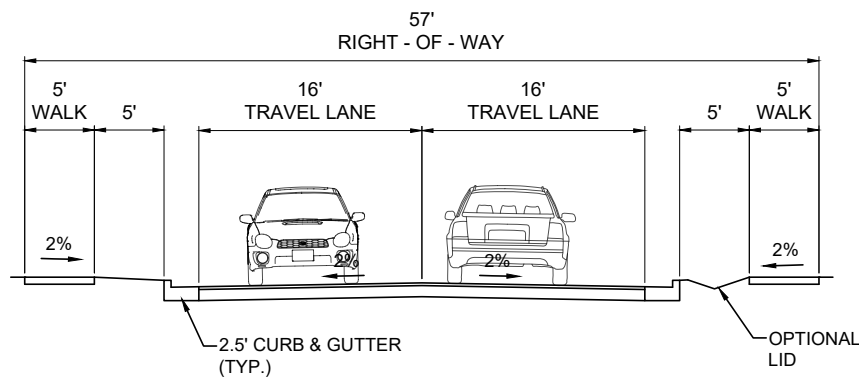
**STREET SECTIONS**

| REVISIONS |  |
|-----------|--|
| 1         |  |
| 2         |  |
| 3         |  |
| 4         |  |
| 5         |  |

LEI PROJECT #:  
**2021-0080**  
DRAWN BY:  
**TJP**  
DESIGNED BY:  
**GDM**  
SCALE:  
**N.T.S.**  
DATE:  
**4/19/2023**

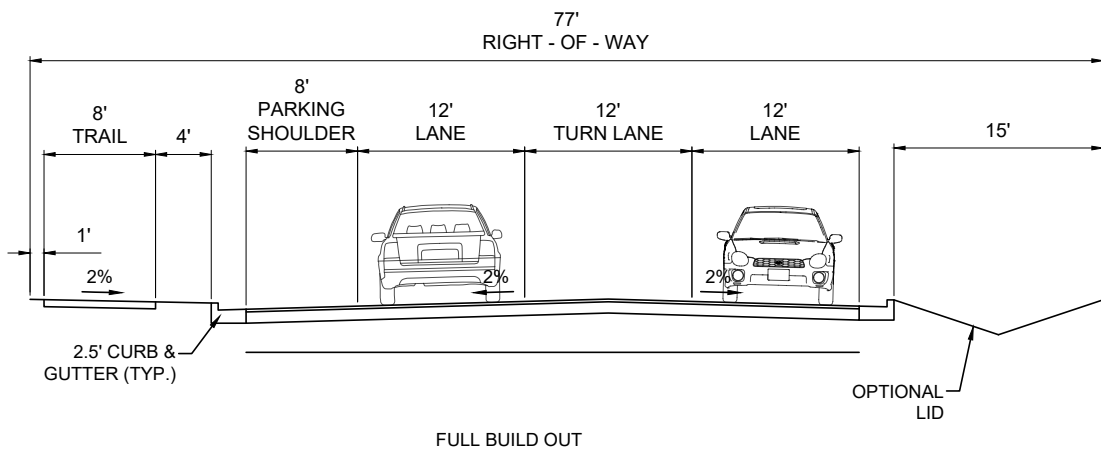
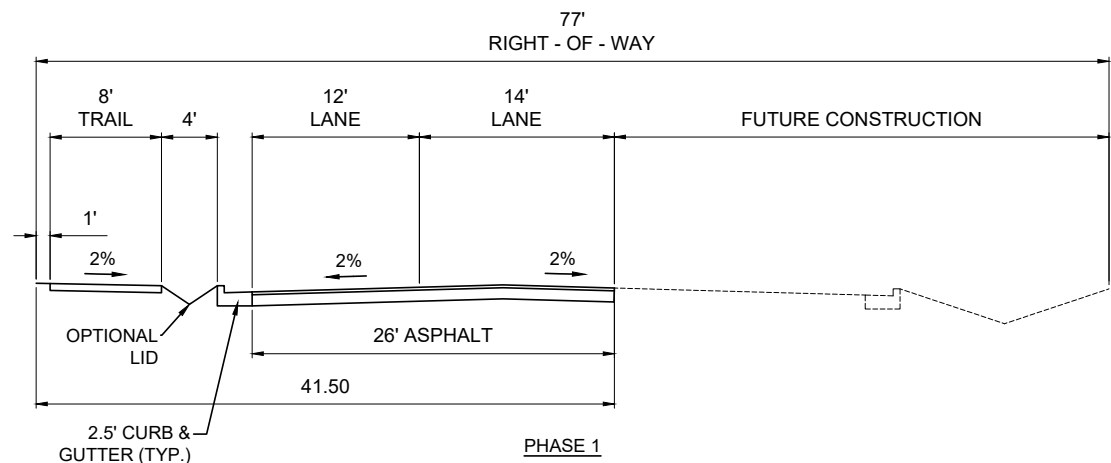
SHEET

**2**

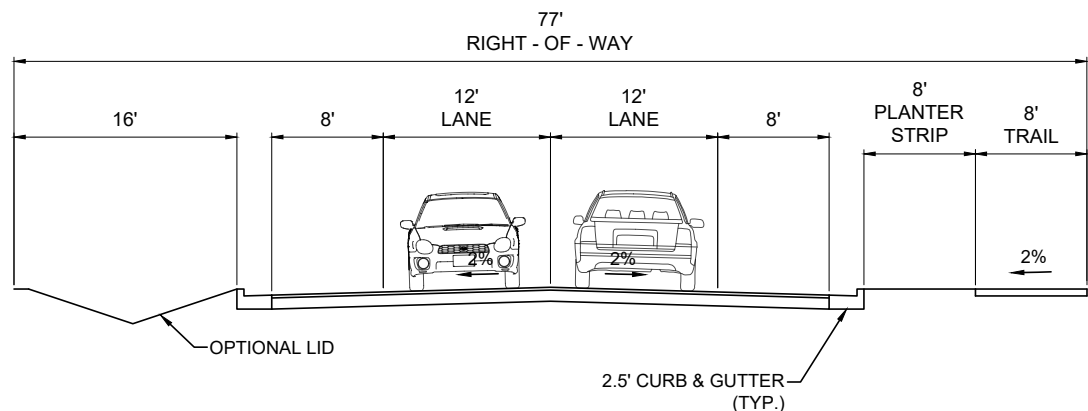


**5 57' LIMITED LOCAL SECTION**

**6 55' INDUSTRIAL SECTION**



**7 77' INDUSTRIAL SECTIONS**

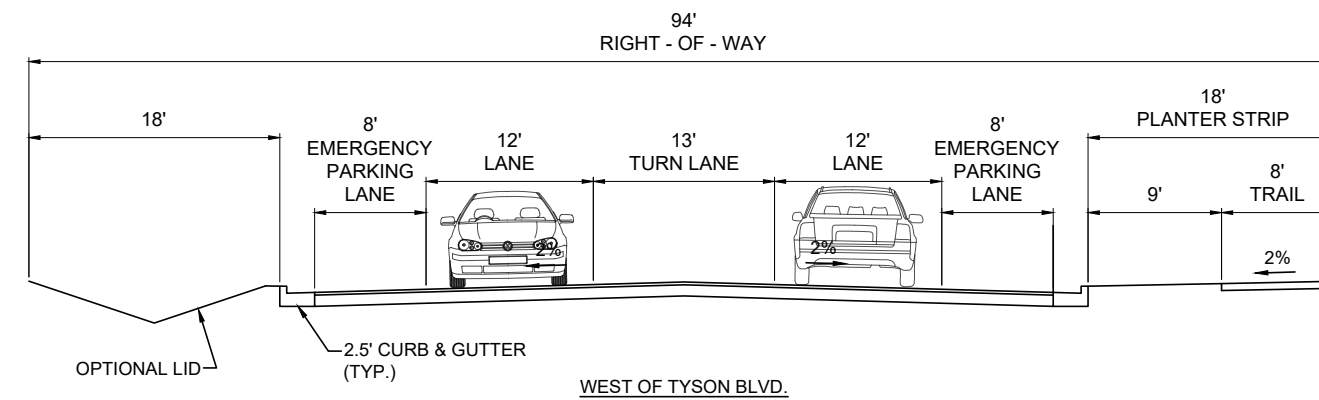
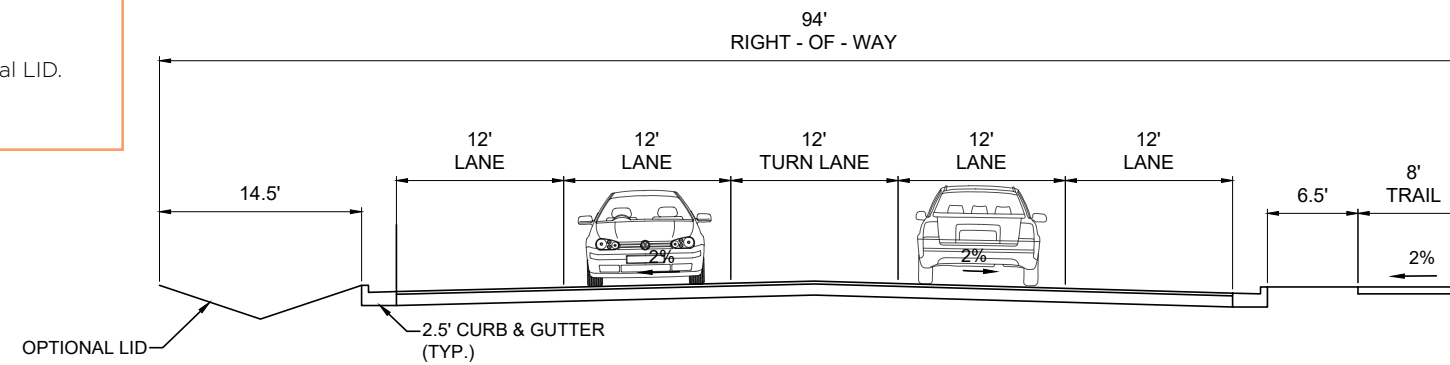


**8 77' MINOR COLLECTOR SECTION**

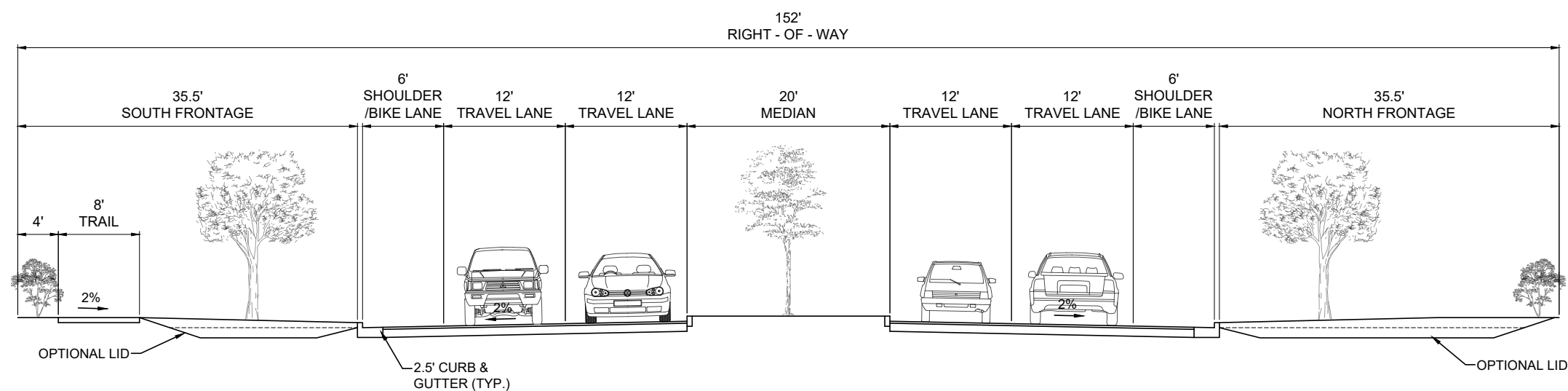


**NOTE:**

1. Trees, as required, are allowed within the optional LID.
2. Public/private determined by Master Developer.



**9 94' MAJOR COLLECTOR SECTIONS**



**10 152' ARTERIAL SECTION**



- 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

**POLE CANYON  
EAGLE MOUNTAIN, UTAH  
STREET SECTIONS**

| REVISIONS |  |
|-----------|--|
| 1         |  |
| 2         |  |
| 3         |  |
| 4         |  |
| 5         |  |

LEI PROJECT #  
**2021-0080**  
DRAWN BY:  
**TJP**  
DESIGNED BY:  
**GDM**  
SCALE:  
**N.T.S.**  
DATE:  
**4/19/2023**

SHEET  
**3**





# firefly Phase 1 — Community Park A



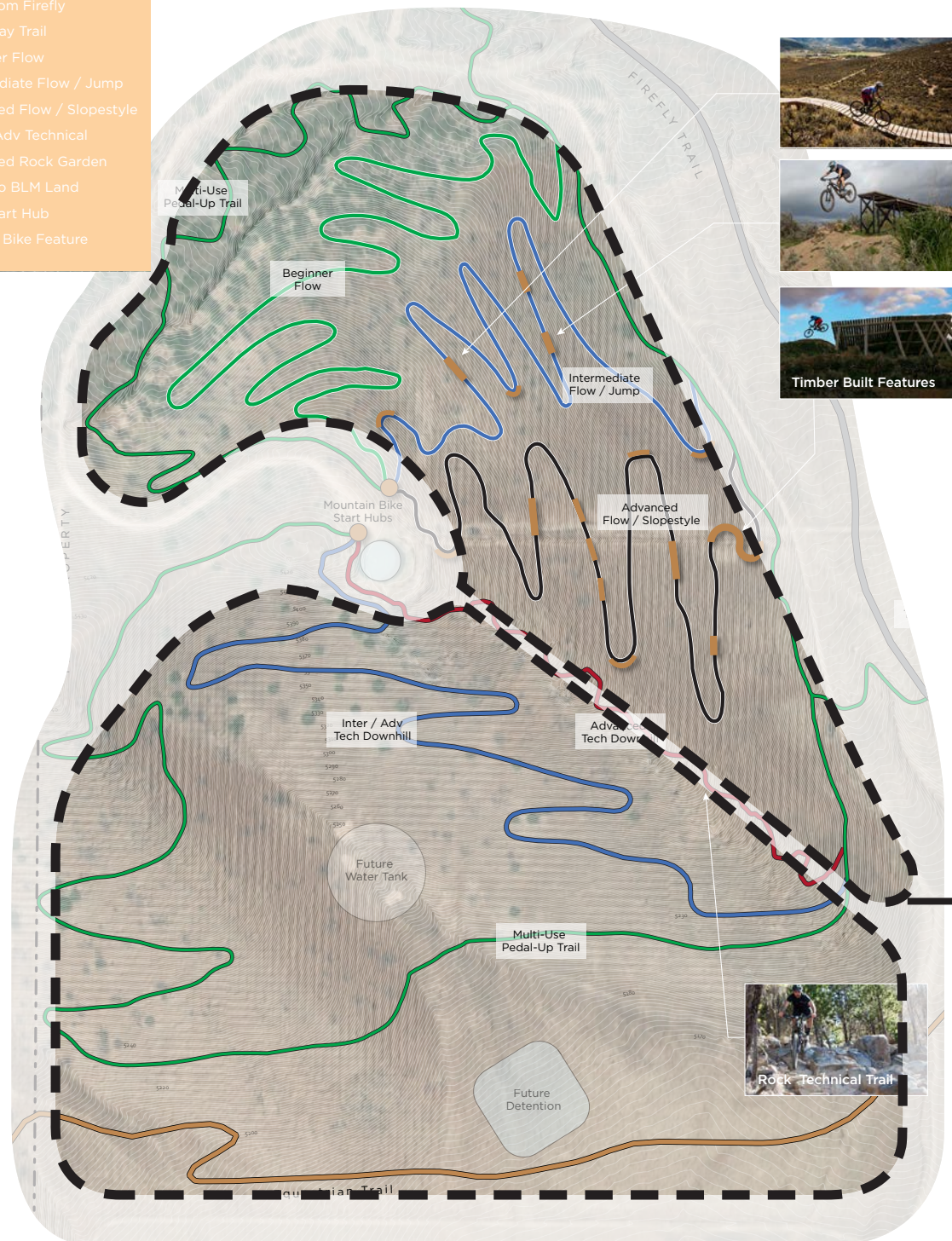
**NOTE:** This plan is conceptual and is subject to change as permitted herein.  
Final details will be determined at Development Application.



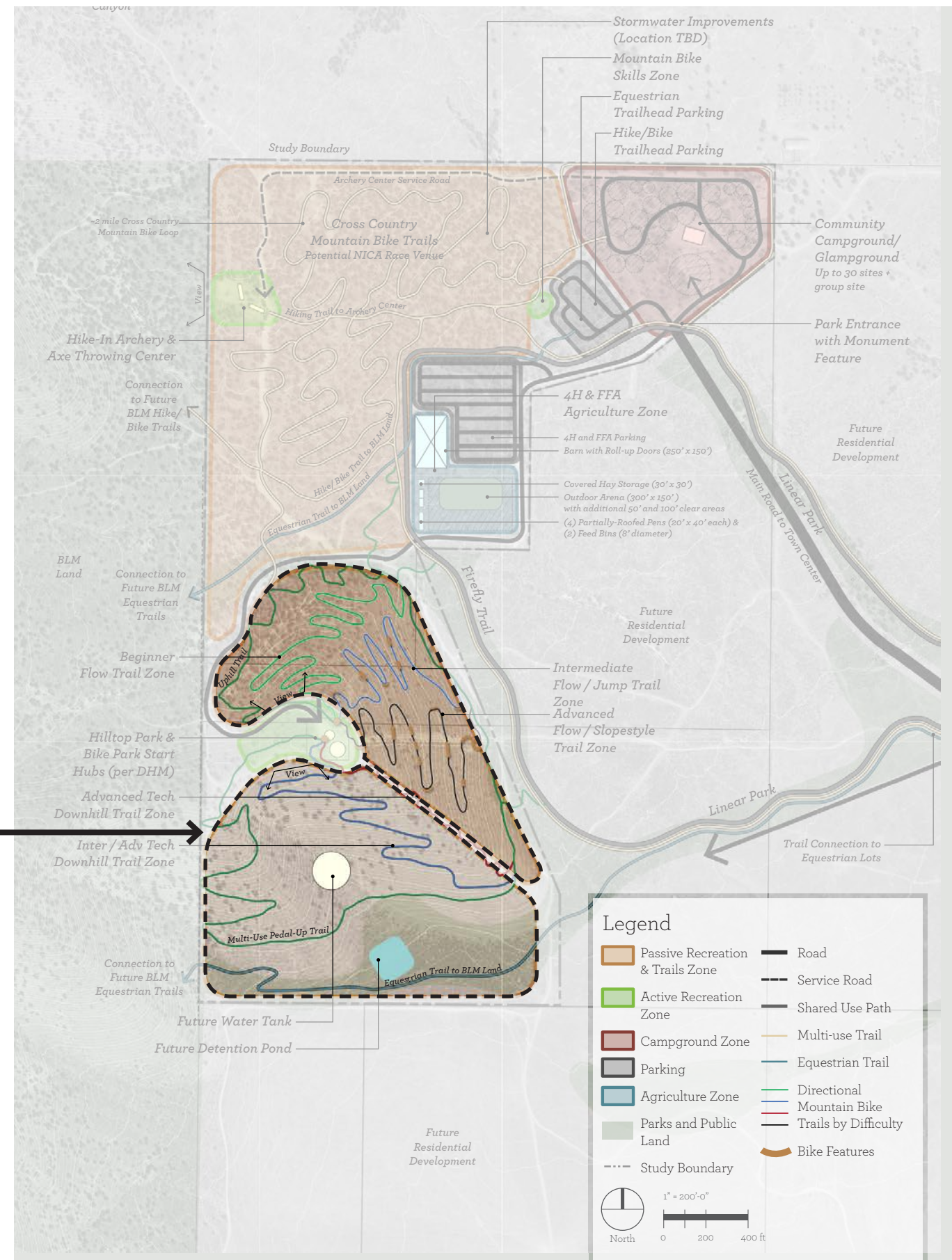
# firefly Phase 1 — Regional Park C

## LEGEND

- Multi-Use Path from Firefly
- Multi-Use Two-Way Trail
- Downhill Beginner Flow
- Downhill Intermediate Flow / Jump
- Downhill Advanced Flow / Slopestyle
- Downhill Inter / Adv Technical
- Downhill Advanced Rock Garden
- Equestrian Trail to BLM Land
- Mountain Bike Start Hub
- Timber Mountain Bike Feature



**NOTE:** This plan is conceptual and is subject to change as permitted herein. Final details will be determined at Development Application.





# firefly Phase 1 — White Hills Neighborhood Park





# firefly



A **DAI** Community

March 6, 2023



# STANDARDS & TECHNICAL GUIDELINES

## A. CONSTRUCTION INSPECTION

---

**Reference:** Eagle Mountain City Construction and Design Standards Chapter 3 – Inspections  
City Code Chapter 15.15 – Inspection

**Standards:** In any event where the City cannot perform timely inspections, a third-party inspector may be utilized, and the City shall waive the project inspection fee. Utilization of third-party inspection shall be approved by the City. Recording of plats will not be subject to payment of inspection fees in cases where third-party inspector is utilized and inspection fees are waived. Third Party Inspector will also have the ability to GPS As-Built all appurtenances per Eagle Mountain City standards.

---

## B. WATER LINES

---

**Reference:** City Construction and Design Standards Chapter 7, Section 7.025 – Water Main Bedding Material  
City Code Chapter 15.35.030 – Water Main Bedding Materials

**Standards:** Master Developer may elect to use bedding sand for water line meeting manufacture recommendations for bedding material. Gradation and sample are to be provided to City Engineer for review. Crusher fines will not be allowed. This may be reviewed where rocky conditions exist west of Hwy 73.

---

**Reference:** City Construction and Design Standards Chapter 7, Section 7.030 – Water Main Type and Locations  
City Code Chapter 15.35.040 – Water Main Type and Locations

**Standards:** For water main pipelines larger than 12" diameter, the Master Developer may elect to utilize PVC water main line with minimum working pressure rating of 235 psi or DR18.

---



## C. SEWER

---

**Reference:** Eagle Mountain City Construction and Design Standards Chapter 9, Section 9.050 – Manholes Base

City Code Chapter 15.45.050 – Manhole Bases

**Standards:** For sewer lines with diameters 24" and larger the pipes may be laid through a manhole for a straight section of pipe without the 0.2' of fall through the manhole. The manhole shall be doghouse style with cast-in-place concrete base and the top of pipe cut out in the pipe within the manhole for access. For sewer lines diameters 15" to 24"; slopes, velocities and circumstances will be reviewed with the City on a case-by-case basis for approval to lay pipe straight through manholes without 0.2' of fall through the manhole. The method of constructing manholes without a drop has been approved for improvements for the in-place sewer line serving Tyson Foods and the in-place 42" sewer from Tiffany Lane to the sewer treatment plant.

---

## D. STORM DRAINS

---

**Standards:** Drainage swales will be allowed as part of road cross sections with low impact design (LID) approach for storm water facilities. LID swales shall be allowed on Pole Canyon, limited access roads and residential streets where lots are ½ acre or greater. There will be separate LID standards developed in conjunction with Eagle Mountain City within 12 months of approval.

---

**Reference:** City Construction and Design Standards Chapter 10, Section 10.050 – Sumps

City Code Chapter 15.50.050 – Sumps

**Standards:** Sumps will be allowed as part of LID approach for storm water facilities. If sumps are utilized outside of roadways or in detention basins an access service road shall be provided if the City will operate and maintain. Otherwise, the HOA will be responsible for maintenance of sumps outside the roadway.

---

**Standards:** Master Developer may elect to implement injection wells and/or infiltration galleries as part of LID practices. Developer will work with City engineers within 12 months of Eagle Mountain City approval to provide details. The Developer understands that the State of Utah will be involved if injection wells are utilized.

---



## E. ROADWAYS

---

**Reference:** City Construction and Design Standards Chapter 12, Section 12.020 – Minimum Road Sections

City Code Chapter 16.35.130(b) – Right-of-Way Classifications

**Standards:** The structural sections for non-residential roads will be based on the CBR values and will be at a minimum the standard residential road section.

---

**Standards:** If weather permits, an asphalt lift of 4" shall be allowed with immediate compaction.

---

**Standards:** Minimum road slopes shall be 0.50% for roadways with curb and gutter. Rural roadways without curb and gutter to be a minimum of 1.0%. For roads with slopes of 0.5% to 0.75% the design cross slope shall be between 3%-4%.

---

**Standards:** For Major Collector and Minor Collector roads a sidewalk/multi-use path will be allowed on one side of the road with allowing for wider drainage swale on opposite side of road as part of LID drainage facilities.

---

## F. DRY UTILITIES

---

**Reference:** City Code Chapter 15.10.200 – Underground Utilities

City Code Chapter 15.70.090 – Underground Distribution for New Subdivisions

City Code Chapter 13.15 – Power and Gas

**Standards:** Overhead power for transmission and distribution within CPA and IPA areas are allowed to be overhead.

---

## G. LOT SIZE TRANSITIONING

---

**Reference:** Eagle Mountain City Code Chapter 17.60.150, Lot Size Transitioning

**Standards:** In Neighborhood Planning Areas (NPAs) 2 and 4 as depicted on the Firefly Land Use Master Plan, a street with lots on both sides of the street of at least 10,000 square feet in size shall abut the existing White Hills Subdivision, Plats A, B, and C. No additional lot size transition areas are required.

---



## H. GARAGES

---

**Reference:** Eagle Mountain City Code Chapter 17.25.050 C, Parking and Garage Dimensions

**Standards:** All 2-car garage sizes will be a minimum of 20' x 20' from the outside dimensions.

---

## I. OUTDOOR LIGHTING

---

**Reference:** Eagle Mountain City Code Section 17.56, Outdoor Lighting Standards

**Standards:** Master Developer may elect to use outdoor lighting for public art structure, amenities, entrance signs, or other similar features that do not comply with the City's Outdoor Lighting Standards. Any deviations in outdoor lighting standards shall be altered only to the extent necessary to accomplish Master Developer's intent with regard to lighting the public art structures, amenities, entrance signs, or other similar features.

---

## J. PARK, TRAILS, AND OPEN SPACE (PTOS)

---

**Reference:** Eagle Mountain City Code Sections 16.35, 16.10, 16.30, 17.72, 17.25.050 L, and all other City standards or requirements regarding the design, construction, maintenance, or dedication of parks, trails, or open space.

**Standards:** Master Developer shall design, construct, and maintain PTOS within Firefly as established in the PTOS Plan of the Community Plan (Section 03). All other City standards and requirements regarding PTOS are otherwise waived as to Firefly and the only PTOS standards shall be as set forth in the PTOS Plan.

---





# Exhibit M

## TABLE OF USE DISTRIBUTION

| Single-Family              | Home Type<br>Base Number | Maximum of Type<br>15% Buffer |
|----------------------------|--------------------------|-------------------------------|
| Agriculture                | 105                      | No Limit                      |
| Standard A                 | 247                      | No Limit                      |
| Standard B                 | 284                      | No Limit                      |
| Standard C                 | 3,809                    | 4,380                         |
| Alley Load                 | 482                      | 554                           |
| Cottage                    | 418                      | 481                           |
| <b>Single-Family Total</b> | <b>5,345</b>             | <b>6,147</b>                  |

| Multi-Family              | Home Type<br>Base Number | Maximum of Type<br>15% Buffer |
|---------------------------|--------------------------|-------------------------------|
| Townhomes                 | 1,777                    | 2,044                         |
| Condominium               | 1,268                    | 1,458                         |
| Apartments                | 400                      | 400                           |
| <b>Multi-Family Total</b> | <b>3,445</b>             | <b>3,902</b>                  |

**Note: The total number of units shall not be over 8,790.**

# Firefly Community Plan

## Summary of Changes as of April 4, 2023

Updating Land Use Master Plan – Page 2-01

- To modify densities and boundaries of Neighborhood Planning Areas (NPAs)

Updating Parks, Trails & Open Space (PTOS) Exhibit – Page 3-09

- To align with updated Land Use Master Plan

Updated Community Park – Page 3-14

- Adjusted the layout of the pickleball courts for future expansion
- Refined skateboard and pump track park
- Added outdoor climbing wall complex

Updated Regional Park Map – Page 3-18

- Updated high school rodeo, FFA/4-H grounds to accommodate high school rodeo competitions
- Modifying design of mountain bike course to accommodate national interscholastic cycling association (NICA) regional events

Updated overall Parks, Trails & Open Space (PTOS) spending schedule milestones from Certificate of Occupancy to Building Permits – Page 3-23

Added note indicating actual PTOS spend represents \$9,000 per unit – Page 3-23

Added general dimensions to Entrance Gateway – Page 3-24

Added Data Center Use/Definition – Page 5-05

## Firefly Community

| Category                                   | MDA            | ARMDA         | Variance        | Intent                                                                                                                                                                                   |
|--------------------------------------------|----------------|---------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Acres (Approximate)                | 2623           | 2789          | +166            | Added in East Side IPAs                                                                                                                                                                  |
| Project RDUs                               | 9659           | 9659          | No Change       |                                                                                                                                                                                          |
| West Side RDUs                             | 4815           | 3176          | -1639           | Open area to more SFD Lots                                                                                                                                                               |
| East Side RDUs                             | 4844           | 6483          | +1639           | Shift MF Density to furthest<br>East edge near IPAs / CPAs                                                                                                                               |
| <b>Total Open Space Required / Planned</b> | <b>217ac</b>   | <b>420+ac</b> | <b>+203ac</b>   | <b>Contiguous PTOS Connecting Neighborhoods</b>                                                                                                                                          |
| <b>City Infrastructure</b>                 |                |               |                 |                                                                                                                                                                                          |
| Incorporating EMC Needed                   |                |               |                 |                                                                                                                                                                                          |
| 2M Gal. Water Storage                      | N/A            | Yes           |                 | City-Wide Use                                                                                                                                                                            |
| <b>10 Acre School Site Contribution</b>    | N/A            | Yes           |                 | City-Wide Use                                                                                                                                                                            |
| <b>Master Planned Community</b>            | <b>N/A</b>     | <b>Yes</b>    |                 | <b>Provides community with continuity of design of PTOS,<br/>24 distinctive homestyle offerings and neighborhood<br/>Connectivity.</b>                                                   |
| 130ac dedicated to Horse lots              | N/A            | Yes           |                 | Each lot designed and developed specifically for horse boarding<br>and training. Horse trails behind each lot to be connected to<br>community horse trails as well as future BLM trails. |
| Fulltime Firefly Program Director          | N/A            | Yes           |                 | Creates programs that replaces kids time on electronic devices,<br>through sports, arts, and exploration.                                                                                |
| <b>Parks Trails Open Space Spend</b>       | <b>\$35.6M</b> | <b>\$87M</b>  | <b>+\$51.4M</b> | <b>Wide Ranging Destination Oriented Parks for Region</b>                                                                                                                                |
| FFA / 4H program Area                      | N/A            | Added         |                 | Regional Use                                                                                                                                                                             |
| Highschool Rodeo Grounds                   | Satisfied      | Added         |                 | Regional Use                                                                                                                                                                             |

|                                 |     |       |                              |
|---------------------------------|-----|-------|------------------------------|
| Downhill Mountain Bike Park     | N/A | Added | Regional Use                 |
| NICA Mountain Bike Course       | N/A | Added | Regional Use                 |
| BLM Horse Trails                | N/A | Added | Regional Use                 |
| Community Horse Trails          | Yes | Yes   | Public Use                   |
| Horse Riding Trailheads         | N/A | Added | Regional Use                 |
| ATV Trailhead                   | N/A | Added | Regional Use                 |
| Tournament Soccer Complex       | N/A | Added | Regional Use                 |
| Tournament Pickleball Complex   | N/A | Added | Regional Use                 |
| State of Art Skate Park         | N/A | Added | Regional Use                 |
| Bicycle Pump Track              | N/A | Added | Regional Use                 |
| Basketball Courts               | Yes | Yes   | Public Use                   |
| Outdoor Climbing Complex        | N/A | Added | Regional Use                 |
| Campground                      | N/A | Added | Firefly / EMC / Regional Use |
| Archery / Axe Throwing facility | N/A | Added | Public Use                   |
| Contiguous Multiuse Trails from |     |       |                              |
| S.E. Corner to N.W. Corner      | Yes | Added | Public                       |
| Indoor / Outdoor Playground     | N/A | Added | HOA for Firefly Residents    |
| Splash Pad Complex              | N/A | Added | HOA for Firefly Residents    |
| Large Community Building        | N/A | Added | HOA for Firefly Residents    |
| U8 Soccer Fields                | N/A | Added | Public                       |
| Pedestrian Underpasses          |     |       |                              |
| Hwy 73                          |     |       |                              |
| (Pending UDOT App.)             | N/A | Added | Public Use – Public Safety   |
| Firefly Lane Underpass          | N/A | Added | Public Use – Public Safety   |



| <b>Firefly Modifications</b>  | <b>MDA</b> | <b>ARMDA</b> | <b>Variance</b>    | <b>Intent</b>                                                                                                                                                |
|-------------------------------|------------|--------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Setbacks                      | Code       | Modified     | CP pg. 4-02 & 4-10 | Designed to move land to PTOS                                                                                                                                |
| Lot Frontage                  | Code       | Modified     | CP pg. 4-02        | Designed to move land to PTOS                                                                                                                                |
| Building Height               | Code       | Modified     | CP pg. 4-02 & 4-10 | Allows for 3 story with varying roof pitches.                                                                                                                |
| Entry Monumentation/Signs     | Code       | Modified     | CP pg. 3-24        | To improve communication within Master Planned Community.                                                                                                    |
| Multifamily Parking Standards | Code       | Modified     | CP pg. 4-11        | Raised to above EMC standard 2.33(EMC) / 2.5 – 3.5(ARMDA)                                                                                                    |
| Curvilinear/Coving Design     | N/A        | Added        | CP pg. 4-09        | Allows for less grid pattern roadway designs, varying lot sizes<br>Per Street.                                                                               |
| Landscaping Standards         | Code       | Modified     | CP pg. 3-05        | Implements Water-Wise landscaping throughout PTOS and<br>homesites substantially reducing water consumption.                                                 |
| Street Right-of-Way           | Code       | Modified     | CP pg. 6-03        | Reduces impervious surface area, directs more land to open<br>space, slows neighborhood traffic and implements on-street<br>parking in areas of high demand. |
| Apartments/Condos             | Code       | Modified     | CP pg. 4-10        | Adds units per building to reduce number of individual buildings<br>and uses less land mass.                                                                 |
| Driveway Lengths              | Code       | Modified     | CP pg. 4-10        | Rear load townhomes at 5' with overall parking per 2 – 3<br>bedroom townhomes to be 2.5 – 3.5 parking spaces per unit.                                       |

| TOPIC                              | MDA                                                                                                                                                                                                                                                                                            | ARMDA                                                                                                                                                                                                                                                               | DEVIATION                                                                                                                                                                                                                                                                         | INTENT                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Density Transfer                   | Up to 20% transfer between NPAs (in most NPA areas)                                                                                                                                                                                                                                            | Removes approximately 1600 units from west of Highway 73 and places them on the east. Up to 20% transfer between NPAs                                                                                                                                               | With the shift of approximately 1600 units from the west to the east, the density shift of 20% between NPAs substantially reduces the number of units that may be in the west side NPAs.                                                                                          | Place higher density nearer industrial commercial areas and thereby reduce density in the west boundary of the project.                                                                                                                                                                                                                     |
| Term of Agreement                  | Original Length: 29 years (or until 12/31/2039)                                                                                                                                                                                                                                                | Initially until 12/31/2030<br>If not in default: then until 12/31/2040<br>If not in default: then until 12/31/2050<br>If not in default: then until 12/31/2060                                                                                                      | Additional 21 years from original termination of 2039.                                                                                                                                                                                                                            | To allow developer sufficient time to build out planned open space in an orderly and balanced manner as residential development occurs.                                                                                                                                                                                                     |
| Open Space and Trails Requirements | Approximately 127 in parks, trails, and other open space (after dedication of 100 acres of Boy Scout Land).<br><br>Improvements to City's current level of service in PTOS IFFP/IFA.<br><br>No timing requirements of public open space dedications (other than as NPAs are planned).          | Approximately 420 acres of open space (including improvements to Boy Scout Land) at a committed improvement and dedication value of at least \$9,000 per unit.<br><br>Phased to provide substantial improvements to PTOS upon certain issuance of building permits. | \$50,000,000+ in public open space improvements provided by developer at no cost to City or existing residents.                                                                                                                                                                   | Provide PTOS beyond the minimum level of service required by the City. Phase PTOS in a manner that provides actual benefit to initial phases of development and the City as a whole. Create regional amenities (soccer parks, tournament pickle ball, bike trails) that have a draw to all residents and users from outside Eagle Mountain. |
| Financing Public Infrastructure    | City to update master plans and incorporate public infrastructure into those plans and thereafter comply with Impact Fee act with regard to reimbursements for system improvements and upsizing. City to consider adopting special assessment areas to help in financing public infrastructure | City to adopt public infrastructure districts to pay for public infrastructure within the Firefly. No impact fees (other than sewer and public safety) will be paid to the City.                                                                                    | No increases to City impact fees for transportation, water, storm drain, or parks because those systems will be addressed entirely by the PID or developer's contributions and all impacts will be mitigated within the project and will not extend to the City's larger systems. | Contain the costs of developing Firefly within the project and not shift the burden (to any degree) to the existing residents or future residents outside of Firefly.                                                                                                                                                                       |
| Water                              | City and Developer to work together with the appropriate agencies to acquire water for the project                                                                                                                                                                                             | City and Developer have entered into a water purchase agreement. City to acquire additional water from Central Utah Water for project. Developer to donate well to City upon City's acquisition of additional water for the project.                                | ARMDA formalizes and recognizes that the City and Developer have entered into an agreement to satisfy this obligation.                                                                                                                                                            | Clarify the sources of water for the project and set forth costs and timelines upon which those sources of water will be provided.                                                                                                                                                                                                          |
| Applicability of Existing Code     | Developer to comply with existing city code except to the extent that such regulations limit developer's ability to build out the approved units                                                                                                                                               | Current city code applies except as set forth in the ARMDA (including the standards of the Community Plan, technical guidelines, and other exhibits)                                                                                                                | Adoption of current standards (which include the existing City code and the standards of the ARMDA).                                                                                                                                                                              | Provide clarity to the City and Developer regarding what standards actually apply. No questioning (by either side) about whether a standard restricts Developer's rights to develop the vested densities set forth in the MDA.                                                                                                              |
| Future Property                    | Silent on how additional property may be added to the MDA                                                                                                                                                                                                                                      | If Owner or Master Developer acquire additional property that is contiguous with Firefly, the additional property may be added to the ARMDA at a density that is consistent with the existing residential density of the project.                                   | Allows for the same restrictions/conditions on development for new property acquired by Master Developer or Owner                                                                                                                                                                 | There is existing property that is not within the City boundaries that is owned by Master Developer and which would be best incorporated into the project. Allows for this to occur without substantial burden to City or Developer.                                                                                                        |
| Boy Scout Property                 | Original MDA required Developer to donate land to City as open space (in the form of rodeo arena and interim facility).<br><br>As part of the first amendment, and in cooperation with the City and BSA,                                                                                       | Developer to re-take control of BSA property, improve it consistent with the Community Plan, and then make all trails and improvements public.                                                                                                                      | Under the current MDA, the PTOS requirement is reduced by 100 acres in recognition of the BSA donation. Developer is willing to provide additional improvements to BSA land (beyond what would otherwise be required) and then make the improvements public.                      | Increase regional draw to Eagle Mountain by providing NICA approved bike trails along with other publicly available amenities that exceed the City's level of service for PTOS.                                                                                                                                                             |

|                           |                                                                                      |                                                                                                                                                                          |                                                                                                                                           |                                                                                                                                                                                                                                                                                                            |
|---------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | Developer donated 100 acres to BSA and donated \$90,000 to City for rodeo bleachers. |                                                                                                                                                                          |                                                                                                                                           |                                                                                                                                                                                                                                                                                                            |
| Commercial Planning Areas | Exhibit 2 to the MDA specifies where Commercial Areas will be located                | Commercial Planning Areas 2 and 3 may be relocated if the replacement is 90% as large as the original area being replaced and the same uses are in the replacement area. | Allows for the movement of certain commercial uses in the project.                                                                        | Provide Developer flexibility in planning for commercial uses as the project builds out and roadways/highways are located so as to position commercial uses in areas that are economically viable and of highest economic benefit to the City (in terms of maximizing sales taxes and property tax values) |
| School Site               | No provisions regarding donation of School Site                                      | Developer donating 10 acre school site to satisfy City's obligation to Alpine School District.                                                                           | No such provision exists in the MDA and there are no other agreements formalizing any requirement that Developer donate 10 acres to city. | Satisfy the City's obligation to Alpine School district regarding the donation of 10 acres. Opens up additional opportunities to work with School District on tax incentives for future industrial/commercial users within Firefly.                                                                        |



| ORIGINAL MDA |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                        | ARMDA                                                                                                                                                                       |                                                                                          |                                                                                                                                                                                                                  |
|--------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| §            | Header                                                                           | Application of Section                                                                                                                                                                                                                                                                                                                                                                                 | §                                                                                                                                                                           | Header                                                                                   | Comparison                                                                                                                                                                                                       |
| 1            | Conditions to Obligations                                                        |                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 1.1          | Annexation                                                                       | Annexation to occur as condition precedent to MDA obligations/rights.                                                                                                                                                                                                                                                                                                                                  | Not Needed. Annexation Complete                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 1.2          | Zoning                                                                           | Upon annexation, zoning to be consistent with Exhibit 2 of the MDA                                                                                                                                                                                                                                                                                                                                     | Not Needed. Zoning Established And Readdressed In Community Plan                                                                                                            |                                                                                          |                                                                                                                                                                                                                  |
| 2            | Pole Canyon Investment Group Representative.                                     | This section serves as PCIG's affidavit authorizing OWR to entitle the project.                                                                                                                                                                                                                                                                                                                        | 3                                                                                                                                                                           | Authority of Owners Representative to Bind Owners                                        | Substantially similar to MDA.                                                                                                                                                                                    |
|              |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                        | 36                                                                                                                                                                          | Appointment of Representatives                                                           |                                                                                                                                                                                                                  |
| 3            | Development of the Project                                                       | Development to comply with City's Code unless the Code impacts the densities/uses/intensities set forth in the MDA.                                                                                                                                                                                                                                                                                    | 4                                                                                                                                                                           | Development of the Project                                                               | Details the standards by which the project will submit applications, pay fees, conduct reviews, and grant approvals.                                                                                             |
| 4            | Planning Areas; MDP                                                              |                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 4.1          | Planning Areas Generally                                                         | Different Planning Areas generally defined; development to comply with densities/uses/etc of each specific planning area as set forth in the development standards for each area.                                                                                                                                                                                                                      | Community Plan                                                                                                                                                              |                                                                                          |                                                                                                                                                                                                                  |
| 4.2          | Phasing                                                                          | Project may develop in logical phases as determined by developer and according to infrastructure needs                                                                                                                                                                                                                                                                                                 | 4.10                                                                                                                                                                        | Phasing                                                                                  | Substantially similar to MDA; Defines where phase 1 development will occur                                                                                                                                       |
| 4.2.1        | Arterial Road Corridor                                                           | PC Blvd. to be constructed in accordance when traffic volumes reach certain levels as identified in TIS.                                                                                                                                                                                                                                                                                               | Not Needed. Pole Canyon Blvd Is Constructed                                                                                                                                 |                                                                                          |                                                                                                                                                                                                                  |
| 4.3          | Project Maximum Density                                                          | Developer entitled to develop the maximum residential units as set forth in the Land Use Plan (Exhibit 2).                                                                                                                                                                                                                                                                                             | 4.3                                                                                                                                                                         | Maximum RDUs                                                                             | Same number of units, better mix of types, and clearer design standards.                                                                                                                                         |
| 4.3.1        | Density Transfer                                                                 | Density transfers permitted as set forth in Exhibit 4                                                                                                                                                                                                                                                                                                                                                  | Community Plan (p. 2-01) describes density within each NPA Up to 20% transfer between pods.                                                                                 |                                                                                          |                                                                                                                                                                                                                  |
| 4.4          | Uses and Densities                                                               | Densities and intended uses are vested as shown in Exhibit 2                                                                                                                                                                                                                                                                                                                                           | 4.2                                                                                                                                                                         | Land Uses within the Project, Configuration                                              | Master Plan depicts uses and intensities and other aspects of the Project.                                                                                                                                       |
| 4.5          | Accounting for Density for Parcels Developed by PCIG                             | Development of any PCIG requires development report to be submitted to City showing density used and density remaining within the Planning Area                                                                                                                                                                                                                                                        | 4.7                                                                                                                                                                         | Accounting for RDUs for Developments by Master Developer                                 | Substantially Similar to MDA; Section 4.8 Development Report                                                                                                                                                     |
| 4.6          | Accounting for Density for Parcels Sold to Subdevelopers                         | When Developer sells parcels to a subdeveloper, Developer to submits a development report of the density sold, the amount remaining in the planning area, and any other uses sold.                                                                                                                                                                                                                     | 4.9                                                                                                                                                                         | Accounting for RDUs and/or other type of Intended Uses for Parcels Sold to Subdevelopers | Substantially similar to MDA                                                                                                                                                                                     |
| 4.6.1        | Return of Unused Density                                                         | If a Subdeveloper does not use all purchased density, the unused units may transfer back to Developer who can then use the units in the Planning Area.                                                                                                                                                                                                                                                 | 4.9.1                                                                                                                                                                       | Return of Unused RDUs                                                                    | Substantially similar to MDA                                                                                                                                                                                     |
| 5            | Zoning and Vested Rights                                                         |                                                                                                                                                                                                                                                                                                                                                                                                        | 5                                                                                                                                                                           | Zoning and Vested Rights                                                                 |                                                                                                                                                                                                                  |
| 5.1          | Vested Rights Granted by Approval of this Agreement                              | Establishment of Developer's vested rights under the MDA                                                                                                                                                                                                                                                                                                                                               | 5.1                                                                                                                                                                         | Vested Rights Granted by Approval of this ARMDA                                          | Substantially similar to MDA                                                                                                                                                                                     |
| 5.2          | Term of Agreement                                                                | Initial Term: 12/31/2019; Extension if not in default: 12/31/2029; Second Extension to 12/31/2039                                                                                                                                                                                                                                                                                                      | 6                                                                                                                                                                           | Term of Agreement                                                                        | - Initially until 12/31/2030<br>- If not in default: then until 12/31/2040<br>- If not in default: then until 12/31/2050<br>- If not in default: then until 12/31/2060<br>- Terminates automatically at buildout |
| 6            | Approval Process for Development Applications                                    |                                                                                                                                                                                                                                                                                                                                                                                                        | 4.5                                                                                                                                                                         | Required Process                                                                         |                                                                                                                                                                                                                  |
| 6.1          | Processing under City's Code                                                     | Approval process to comply with MDA, MDP, and City's Code. If application complies with MDA, City must approve.                                                                                                                                                                                                                                                                                        | 4.1                                                                                                                                                                         | Compliance with this ARMDA                                                               | Condensed version in the ARMDA.                                                                                                                                                                                  |
| 6.2          | City's Cooperation in Processing Development Applications                        | City shall cooperate in promptly and fairly processing Development Applications                                                                                                                                                                                                                                                                                                                        | 4.5.6                                                                                                                                                                       | City Cooperation and Approval                                                            | Substantially similar to MDA                                                                                                                                                                                     |
| 6.4          | Independent Technical Analyses for Development Applications                      | Applicant to pay for technical analyses beyond the city's ability to process.                                                                                                                                                                                                                                                                                                                          | 4.5.9                                                                                                                                                                       | Independent Technical Analyses for Development Applications                              | Substantially similar to MDA                                                                                                                                                                                     |
| 6.5          | City's Denial of Development Applications                                        | City to detail in writing why any application is not consistent with the MDA                                                                                                                                                                                                                                                                                                                           | 4.5.11                                                                                                                                                                      | City Denial of a Development Application                                                 | Substantially similar to MDA                                                                                                                                                                                     |
| 6.6          | Meet and Confer regarding Development Application Denials                        | City and applicant to meet and confer if an application is denied by City.                                                                                                                                                                                                                                                                                                                             | 4.5.12                                                                                                                                                                      | Dispute Resolution                                                                       | Denial of application subject to dispute resolution provisions of the ARMDA                                                                                                                                      |
| 6.7          | City Denials of Development Applications Based on Denials from Non-City Agencies | Applicant may appeal city's denial of an application that is denied due to non-City agencies' decisions.                                                                                                                                                                                                                                                                                               | 20                                                                                                                                                                          |                                                                                          |                                                                                                                                                                                                                  |
|              |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                        | 4.5.13                                                                                                                                                                      | City Denials of Development Applications Based on Denials from Non-City Agencies         | Substantially similar to MDA                                                                                                                                                                                     |
| 7            | [OMITTED]                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8            | Open Space and Trails Requirements                                               | Developer to dedicate open space to City consistent with Exhibit 8 and other applicable provisions/exhibits.                                                                                                                                                                                                                                                                                           | 11                                                                                                                                                                          | Parks, Trails, and Open Space                                                            | ARMDA provision states that PTOS shall comply with the PTOS plan in the Community Plan. MDA provision off-loaded to Community Plan. See Community Plan starting at p. 3-01                                       |
| 8.1          | Regional Parks                                                                   | City and Developer to cooperate in locating regional parks. City to provide credits/reimbursements for land donated for such purposes.                                                                                                                                                                                                                                                                 | -                                                                                                                                                                           | -                                                                                        | See Open Space Plan of Community Plan starting at p. 3-01. Developer providing more specificity regarding location of all types of parks within the NPAs.                                                        |
| 8.1.1        | Lagoon Property                                                                  | City to sell Lagoon Property to OWR (which may be used as a regional park).                                                                                                                                                                                                                                                                                                                            | Property Purchased By Developer. Obligation Satisfied                                                                                                                       |                                                                                          |                                                                                                                                                                                                                  |
| 8.2          | Rodeo Grounds                                                                    | Developer to dedicate 20 acres for a public rodeo grounds and improve (when thresholds are met). City to maintain after dedication.                                                                                                                                                                                                                                                                    | Obligation Satisfied (BSA Contribution In Lieu Of Rodeo Grounds)                                                                                                            |                                                                                          |                                                                                                                                                                                                                  |
| 8.3          | Interim Equestrian Facility                                                      | Developer to construct temporary equestrian facilities by 5/1/2010.                                                                                                                                                                                                                                                                                                                                    | Obligation Satisfied (See First Amendment)                                                                                                                                  |                                                                                          |                                                                                                                                                                                                                  |
| 8.4          | Creation of Open Space and/or Trails                                             | Open space to be contiguous and based upon factors in the following sections:<br>- 8.4.1: amounts and types of OS proposed in the application and OS previously developed.<br>- 8.4.2: OS remaining to be designated and/or constructed pursuant to the MDA/MDP<br>- 8.4.3: The amount and nature of the land and the types of land uses proposed based upon a non-residential development application | SEE OPEN SPACE PLAN OF COMMUNITY PLAN STARTING AT P. 3-01.<br><br>DEVELOPER PROVIDING GREATER DETAIL ON LOCATION/SIZE OF OPEN SPACE AS WELL AS PRIVATE/PUBLIC NATURE OF OS. |                                                                                          |                                                                                                                                                                                                                  |
| 8.5          | Public Access to Open Space/Trails                                               | If OS/Trails not owned maintained by an HOA, then the public shall have access and should be dedicated to the City or some other entity.                                                                                                                                                                                                                                                               |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.6          | Accounting for OS for Parcels Developed by PCIG                                  | At Final Plat or Site Plan approval, Developer to provide City with an Open Space Report that accounts for OS built and to-be built.                                                                                                                                                                                                                                                                   |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.7          | Accounting for OS for Parcels Sold to Subdevelopers                              | At Final Plat or Site Plan approval, Developer to provide City with an Open Space Report that accounts for OS built and to-be built.                                                                                                                                                                                                                                                                   |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.7.1        | Credit for Additional Open Space                                                 | Any oversized OS shall be credited toward the OS requirements for the Planning Area. Open Space Report to be filed with oversizing of OS.                                                                                                                                                                                                                                                              |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.8          | Notice to City                                                                   | Applicant to provide notice (separate to Application) notifying City of its intent to dedicate OS (if any) associated with the application.                                                                                                                                                                                                                                                            |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.9          | Dedication of OS/Trails                                                          | Dedication to be by plat recordation or deed.                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.10         | Maintenance of OS/Trails                                                         | City to be responsible for OS dedicated to City; otherwise, private entity to maintain.                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                             |                                                                                          |                                                                                                                                                                                                                  |
| 8.11         | Tax Benefits                                                                     | City acknowledges that Developer may seek tax benefits by dedicating OS.                                                                                                                                                                                                                                                                                                                               | 8                                                                                                                                                                           | Tax Benefits                                                                             | Substantially similar to MDA                                                                                                                                                                                     |
| 9            | Infrastructure and Improvements                                                  |                                                                                                                                                                                                                                                                                                                                                                                                        | 9                                                                                                                                                                           | Public Infrastructure                                                                    |                                                                                                                                                                                                                  |
| 9.1          | Design and Construction of Public Infrastructure and Improvements                | City and Developer to work cooperatively to design and construct the infrastructure for the project as generally established in the Infrastructure Plan.                                                                                                                                                                                                                                               | 9.1-9.5                                                                                                                                                                     | -                                                                                        | Developer has the right and obligation to construct public infrastructure (as detailed in the CP and exhibits).                                                                                                  |
| 9.2          | No Additional Off-Site Infrastructure Requirements                               | City will not require any off-site infrastructure improvements of Developer                                                                                                                                                                                                                                                                                                                            | 9.10                                                                                                                                                                        | No off-project Impacts                                                                   | Substantially similar to MDA                                                                                                                                                                                     |
| 9.3          | Pole Canyon Local District                                                       | Mutual acknowledgement of existing local area district and the district's role in financing/dedicating the public infrastructure for the project. LAD agreement attached as Exhibit 11                                                                                                                                                                                                                 | 9.7                                                                                                                                                                         | Public Infrastructure Financing                                                          | - PIDs, the modern LAD, have been adopted by the City.                                                                                                                                                           |
|              |                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                        | 9.9                                                                                                                                                                         | Local District                                                                           | - Local District to be continued without modification.                                                                                                                                                           |



|       |                                                                                        |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
|-------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.4   | Special Assessment Area                                                                | Contemplated that City may adopt SAA's to assist in providing financing for the construction and/or acquisition of public infrastructure improvements                                                                                                                                                          | No Longer Needed; TIF in place                                                                                                 |                                                                     |                                                                                                                                                                                                                                                                          |
| 9.4.1 | Establishment by City of SAAs for Certain Improvements                                 | City to cooperate in good faith in establishing SAAs to finance infrastructure                                                                                                                                                                                                                                 | No Longer Needed, TIF in place                                                                                                 |                                                                     |                                                                                                                                                                                                                                                                          |
| 9.4.2 | Fire Station                                                                           | Parties to cooperate in locating a fire station for the City (and at no cost to City).                                                                                                                                                                                                                         | 15                                                                                                                             | Fire Station                                                        | Master Developer will dedicate up to 2 acres at request of City                                                                                                                                                                                                          |
| 9.4.3 | White Hills Park                                                                       | Phase one of WH Park to be completed within one year of the MDA being executed. Improvements to be financed by the LAD. Completed park to be dedicated to City.                                                                                                                                                | Completed.<br>Obligation Fulfilled And Acknowledged In Second Amendment                                                        |                                                                     |                                                                                                                                                                                                                                                                          |
| 9.5   | Community Development Area / Economic Development Area                                 | Parties to work together to create CDA/EDA                                                                                                                                                                                                                                                                     | 9.8                                                                                                                            | TIF                                                                 | City to commit 75% of tax as incentive in the Project. TIF Criteria in section 9.8.1                                                                                                                                                                                     |
| 9.6   | Capital Facilities Plan and Impact Fees                                                |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 9.6.1 | Preparation and Adoption of Capital Facilities Plan and Impact Fees                    | City to immediately initiate amendments to CFP to acknowledge public infrastructure in the project. Accordingly, IFFP/IFA to be updated and credits to be awarded to developer, if applicable.                                                                                                                 | 9.11.1                                                                                                                         | Preparation and Adoption of Capital Facilities Plan and Impact Fees | Same as MDA                                                                                                                                                                                                                                                              |
| 9.7   | Construction Prior to Completion of Infrastructure                                     | Developer may obtain a building permit and temporary C/O for model homes, sales offices prior to public infrastructure being completed.<br>- 9.7.1: No permanent C/O for these uses.                                                                                                                           | 4.5.14                                                                                                                         | Construction Prior to Completion of Infrastructure                  | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 10    | Cable TV/Fiber Optic Service.                                                          | Subject to an applicable franchise agreement, Developer may install conduit for telecommunication services.                                                                                                                                                                                                    | 16                                                                                                                             | Cable TV/Fiber Optic Service                                        | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 11    | Enforcement of Technical Guidelines and CC&Rs                                          | DRC and HOA responsible for implementation, enforcement, and amendment of the Technical Guidelines and CC&Rs.                                                                                                                                                                                                  | See 4-01 of Community Plan. ARC to enforce development standards.                                                              |                                                                     |                                                                                                                                                                                                                                                                          |
| 12    | Payment of Fees                                                                        |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 12.1  | General Requirement of Payment of Fees                                                 | Developer/Subdevelopers to pay all City fees in amounts and times specified in City Code.                                                                                                                                                                                                                      | 4.5.4                                                                                                                          | Fees                                                                | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 12.2  | Infrastructure built by Developer                                                      | Developer may construct system improvements and City shall comply with Utah Impact Fee Law regarding credits/reimbursements.                                                                                                                                                                                   | 9.11.4                                                                                                                         | Construction Alternative                                            | City will not charge impact fees for system improvements constructed by Developer                                                                                                                                                                                        |
| 12.3  | Reimbursement for "Upsizing"                                                           | City won't require upsizing without financial arrangements being made for reimbursement/compensation.                                                                                                                                                                                                          | 10.1                                                                                                                           | Upsizing                                                            | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 13    | Permits; Security for Improvements                                                     |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 13.1  | Building Permits                                                                       | No permits issued until infrastructure is completed. Grading permits may be issued upon approval of a Site Plan.                                                                                                                                                                                               | 4.5.2                                                                                                                          | Building Permits                                                    | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 13.2  | City and Other Governmental Agency Permits                                             | Developer to acquire all necessary permits (including from non-City agencies) before commencing work on the project.                                                                                                                                                                                           | 4.5.3                                                                                                                          | City and Other Governmental Agency Permits                          | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 13.3  | Security for Public Improvements                                                       | Standard warranty provisions                                                                                                                                                                                                                                                                                   | 9.1.1                                                                                                                          | Bonding                                                             | Bonding to comply with City's Vested Laws and LUDMA                                                                                                                                                                                                                      |
| 13.4  | Separate Security for Landscaping                                                      | Landscaping elements that are weather dependent shall have security provided as required by the City's Code.                                                                                                                                                                                                   | 9.1.2                                                                                                                          | Bonding for Landscaping                                             | Master Developer to bond for landscaping improvements that are weather/water dependent                                                                                                                                                                                   |
| 14    | Dedication of Public Improvements                                                      | City to accept public infrastructure that is constructed to city's standards and for which all taxes are paid.                                                                                                                                                                                                 | 9.2                                                                                                                            | Dedication of Public Improvements                                   | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 15    | City's Obligations                                                                     | City will provide standard municipal services to the Project.                                                                                                                                                                                                                                                  | 18                                                                                                                             | Provision of Municipal Services                                     | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 16    | Water                                                                                  |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 16.1  | Generally                                                                              | Water related matters addressed in the Infrastructure Plan. Property to be developed in accordance with and subject to the water right requirements of the City at time of development application.                                                                                                            | Off-loaded to Water Agreement (regarding source)<br>(See also Exhibit F "Culinary Water System Plan" for Project requirements) |                                                                     |                                                                                                                                                                                                                                                                          |
| 16.2  | Transfer of Water Rights, Water Sources, Water Storage, and Water Distribution Systems | Parties working together, and with other agencies, to acquire water and transfer appropriate water for the project.                                                                                                                                                                                            |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 16.3  | Additional Water Tank Property                                                         | If needed, City will initiate purchase of BLM land for water tanks/lines.                                                                                                                                                                                                                                      | No longer needed. Addressed in Water Agreement and Exhibit F                                                                   |                                                                     |                                                                                                                                                                                                                                                                          |
| 17    | Rocky Mountain Power                                                                   | City to purchase power assets and other items necessary to provide power to the Project.                                                                                                                                                                                                                       | Resolved With Sale of Eagle Mountain Power To RMP                                                                              |                                                                     |                                                                                                                                                                                                                                                                          |
| 18    | Additional Easements                                                                   | Developer to use best efforts to secure easements on adjacent property. If unable, City may use eminent domain power.                                                                                                                                                                                          | 12                                                                                                                             | Additional Easements                                                | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 19    | Agricultural and Agricultural Related Used of Master Planned Area                      |                                                                                                                                                                                                                                                                                                                | 38                                                                                                                             | Agricultural and Related Uses of Property                           |                                                                                                                                                                                                                                                                          |
| 19.1  | Generally                                                                              | Existing agricultural uses may continue but shall not expand unless consistent with the MDA and                                                                                                                                                                                                                | 38.1                                                                                                                           | Generally                                                           | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 19.2  | Agricultural Use Prior to Development                                                  | Until development occurs, Developer and/or assigns may use the property for agricultural purposes.                                                                                                                                                                                                             | 38.2                                                                                                                           | Agricultural Use Prior to Development                               | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 20    | On-site processing of Natural Materials                                                | Developer may process on-site materials for development purposes.                                                                                                                                                                                                                                              | 17                                                                                                                             | On-Site Processing of Natural Materials                             | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 21    | Future Property which may be included in this Agreement                                |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 21.1  | Future Property within the Master Planned Area                                         | If Developer acquires property in the Master Planned Area, then the property can be added to the MDA and developed at the density and uses of the adjoining areas.                                                                                                                                             | 4.11                                                                                                                           | Future Property                                                     | If Owners acquire any additional property, then such future property shall be included in the ARMDA.                                                                                                                                                                     |
| 21.2  | Future Property not within the Master Planned Area                                     | If Developer acquires property NOT in the Master Planned Area, the City may approve the recordation of this MDA against the property if appropriate.                                                                                                                                                           | 4.11.1                                                                                                                         | BSA Property                                                        | Master Developer will develop BSA property when it is deeded back to Master Developer                                                                                                                                                                                    |
| 22    | Special Conditions                                                                     |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 22.1  | WHSSD Agreement                                                                        | The Agreement between the City and WHSSD, and the completion of the transfers contemplated therein, are a condition precedent to the City providing services to the property.                                                                                                                                  | See Exhibit F for applicable provisions                                                                                        |                                                                     |                                                                                                                                                                                                                                                                          |
| 22.2  | WHWC Transition Agreement                                                              | This Agreement, along with the obligations and transfers contemplated therein, is a condition precedent to the City providing water services to the Property.                                                                                                                                                  | 42.1                                                                                                                           | Preservation of WHWC                                                | The WHWC Agreement (as amended) is still in effect.                                                                                                                                                                                                                      |
| 22.3  | Local District Agreement                                                               | Local District Agreement contemplates that the City and Developer (along with the District) will cooperate in establishing a financing plan for the project.                                                                                                                                                   | 9.7                                                                                                                            | Public Infrastructure Financing                                     | City has adopted PIDs to help pay for public infrastructure.<br>The LAD remains in effect. (see Section 9.9)                                                                                                                                                             |
| 23    | Default                                                                                |                                                                                                                                                                                                                                                                                                                | 19                                                                                                                             | Default                                                             |                                                                                                                                                                                                                                                                          |
| 23.1  | Notice                                                                                 | If one of the parties defaults, the non-defaulting party shall provide notice.                                                                                                                                                                                                                                 | 19.1                                                                                                                           | Notice                                                              | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 23.2  | Contents of Notice of Default                                                          | Notice of default to include:<br>- Specify the claimed event of default<br>- Identify the particular rule, regulation, provisions, etc. that is in default.<br>- Identify the materiality of the default<br>- Propose time for curing the default                                                              | 19.2                                                                                                                           | Contents of the Notice of Default                                   | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 23.3  | Remedies                                                                               | If the parties can resolve their default through negotiation or mediation, then they shall have the following remedies<br>- Right/remedies in law/equity, including specific performance, damages<br>- Right to draw on any security posted related to default<br>- Right to withhold future reviews/approvals | 19.3                                                                                                                           | Remedies                                                            | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 23.4  | Notice and Public Meeting                                                              | Defaulting party shall have the right to address the Council in a public meeting regarding the Default                                                                                                                                                                                                         | 19.4                                                                                                                           | Public Meeting                                                      | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 23.5  | Emergency Defaults                                                                     | If a default impairs a compelling, countervailing public interest, then the City may impose an emergency default.                                                                                                                                                                                              | 19.5                                                                                                                           | Emergency Defaults                                                  | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 23.6  | Extended Cure Period                                                                   | If a party is pursuing a cure, not limited to 60-day cure period                                                                                                                                                                                                                                               | 19.6                                                                                                                           | Extended Cure Period                                                | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 24    | Amendment                                                                              | Any amendments to the MDA to be in writing, signed by both parties.                                                                                                                                                                                                                                            | 23                                                                                                                             | Amendment                                                           | Substantially similar to MDA                                                                                                                                                                                                                                             |
| 25    | Assignability                                                                          | Developer to notify City of any future assignments                                                                                                                                                                                                                                                             | 29                                                                                                                             | Assignability                                                       | Substantially similar to MDA with addition of the following:<br>- 29.1 Sale of Lots<br>- 29.2 Related Entity<br>- 29.3 Notice<br>- 29.4 Time for Objection<br>- 29.5 Partial Assignment<br>- 29.6 Denial<br>- 29.7 Dispute Resolution<br>- 29.8 Assignees Bound by ARMDA |
| 26    | Miscellaneous                                                                          |                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                     |                                                                                                                                                                                                                                                                          |
| 26.1  | Incorporation of Recitals, Exhibits                                                    | Recitals and Exhibits are incorporated into the MDA                                                                                                                                                                                                                                                            | 1.1                                                                                                                            | Incorporation                                                       | Substantially similar to MDA                                                                                                                                                                                                                                             |



|       |                       |                                                                                                                                                    |          |                                                                    |                                                                                                                                                                                                                         |
|-------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26.2  | Binding Effect        | Short form notice to be recorded against the property, and to be binding, and to run with the land.                                                | 30<br>44 | Binding Effect                                                     | Substantially similar to MDA (ARMDA missing short form notice of agreement)                                                                                                                                             |
| 26.3  | Notices               | Notices are deemed sent within three days of being sent by US Mail                                                                                 | 21       | Notices                                                            | Substantially similar to MDA                                                                                                                                                                                            |
| 26.4  | Headings              | Headings are for convenience only                                                                                                                  | 27       | Headings                                                           | Substantially similar to MDA                                                                                                                                                                                            |
| 26.5  | Integration           | This is the entire agreement between the parties.                                                                                                  | 42       | Entire Agreement                                                   | Substantially similar to MDA                                                                                                                                                                                            |
| 26.6  | Severability          | Any provision of the MDA that is unenforceable is severable from the remainder of the agreement and/or enforceable to the extent permitted by law. | 33       | Severability                                                       | Substantially similar to MDA                                                                                                                                                                                            |
| 26.7  | Waiver                | A waiver not to be construed as a continuing waiver or consent of future breach                                                                    | 31       | No Waiver                                                          | Substantially similar to MDA                                                                                                                                                                                            |
| 26.8  | Governing Law         | Utah law applicable to the MDA                                                                                                                     | 40       | Applicable Law                                                     | Substantially similar to MDA                                                                                                                                                                                            |
| 26.9  | Costs of Enforcement  | Enforcing party entitled to reasonable enforcement costs (including attorneys' fees)                                                               | 26       | Attorney's Fees                                                    | Substantially similar to MDA                                                                                                                                                                                            |
| 26.10 | Further Documentation | Parties will work together, in good faith, on future agreements that will help carry out the provisions of the MDA                                 | 32       | Further Documentation                                              | Substantially similar to MDA                                                                                                                                                                                            |
| 26.11 | Estoppel Certificate  | City to deliver estoppel certificate to Developer upon 20 days' previous request                                                                   | 25       | Estoppel Certificate                                               | Substantially similar to MDA                                                                                                                                                                                            |
| 26.12 | No Joint Venture      | No JV between City and Developer                                                                                                                   | 28       | No Third-Party Rights / No Joint Venture                           | Substantially similar to MDA                                                                                                                                                                                            |
| 26.13 | Mutual Drafting       | The Parties participated mutually in the drafting of the Agreement and it shall not be construed for or against either party.                      | 39       | Mutual Drafting                                                    | Substantially similar to MDA                                                                                                                                                                                            |
| 26.14 | Authority             | City and Developer acknowledge that they each have authority to enter into and execute the MDA                                                     | 45       | Authority                                                          | Substantially similar to MDA                                                                                                                                                                                            |
| -     | -                     | -                                                                                                                                                  | 2        | Effect of ARMDA                                                    | MDA is novated and superseded by the ARMDA                                                                                                                                                                              |
| -     | -                     | -                                                                                                                                                  | 4.4      | Master Developers' Discretion                                      | Master Developer has discretion to develop the project and which parts/phases to construct (if any)                                                                                                                     |
|       |                       |                                                                                                                                                    | 4.5.1    | Approval Required Before Development                               | Master Developer must obtain City approval before moving forward with any Development activity                                                                                                                          |
| -     | -                     | -                                                                                                                                                  | 4.5.5    | Process                                                            | Establishes the appropriate review bodies for different Development Applications                                                                                                                                        |
| -     | -                     | -                                                                                                                                                  | 4.5.7    | Outsourcing of Process of Development Applications                 | <ul style="list-style-type: none"><li>- Timing</li><li>- Cost Estimate</li><li>- Compliance with applicable code</li><li>- Final Payment</li><li>- Acceptance of Outsourced Work</li></ul>                              |
| -     | -                     | -                                                                                                                                                  | 4.5.8    | Acceptance of Certifications Required for Development Applications | Applications that require professional licensure shall be so signed, endorsed, certified, etc.                                                                                                                          |
| -     | -                     | -                                                                                                                                                  | 4.5.10   | Intent of One-Time Review                                          | City should attempt to conduct all redlines/comments at the time of the first review.                                                                                                                                   |
| -     | -                     | -                                                                                                                                                  | 4.5.15   | Outsourcing of Inspections                                         | <ul style="list-style-type: none"><li>- Timing</li><li>- Election/Cost Estimate</li><li>- Compliance with applicable codes</li><li>- Final Payment</li><li>- Acceptance of Outsourced Work</li></ul>                    |
| -     | -                     | -                                                                                                                                                  | 4.6      | Parcel Sales                                                       | Master Developer can sell off parcels that don't create any individual developable lots.                                                                                                                                |
| -     | -                     | -                                                                                                                                                  | 4.10.1   | Phase 1                                                            | Establishes where the first phase of development should occur.                                                                                                                                                          |
| -     | -                     | -                                                                                                                                                  | 4.12     | Special Provision Regarding CPAs 2 & 3                             | Flexibility in locating CPA's 2 & 3 depending upon certain criteria                                                                                                                                                     |
| -     | -                     | -                                                                                                                                                  | 4.13     | Special Provision Regarding Data Centers                           | Data Centers shall be developed according to the Overlay Zone standards of Exhibit L.                                                                                                                                   |
| -     | -                     | -                                                                                                                                                  | 5.2      | Exceptions (to vested rights)                                      | <ul style="list-style-type: none"><li>- Master Developer Agreement</li><li>- State and Federal Compliance</li><li>- Codes</li><li>- Taxes</li><li>- Fees</li><li>- Compelling, countervailing public interest</li></ul> |
| -     | -                     | -                                                                                                                                                  | 5.3      | Reserved Legislative Rights                                        | City retains police powers that cannot be limited by contract.                                                                                                                                                          |
| -     | -                     | -                                                                                                                                                  | 7        | Application under City's Future Laws                               | Master Developer may submit an application under the City's future laws.                                                                                                                                                |
| -     | -                     | -                                                                                                                                                  | 9.11.2   | Public Safety (Impact Fees)                                        | Project subject to public safety impact fees                                                                                                                                                                            |
| -     | -                     | -                                                                                                                                                  | 9.11.3   | PTOS Impact Fees                                                   | Project has no impact on City's PTOS system.                                                                                                                                                                            |
| -     | -                     | -                                                                                                                                                  | 10.2     | Dispute Resolution                                                 | Any dispute regarding upsizing is resolved using the dispute resolution provisions of the ARMDA                                                                                                                         |
| -     | -                     | -                                                                                                                                                  | 11.3     | Operation and Maintenance                                          | O/M of PTOS in the Project                                                                                                                                                                                              |
| -     | -                     | -                                                                                                                                                  | 12.1     | Wastewater Pipeline and Infrastructure                             | Developer's contributions to the wastewater infrastructure associated with the Lagoon.                                                                                                                                  |
| -     | -                     | -                                                                                                                                                  | 13       | School Site                                                        | City has obligation to donate 10 acres for a public school. Master Developer to donate land to City for this purpose.                                                                                                   |
| -     | -                     | -                                                                                                                                                  | 14       | Institutional of Civic Uses                                        | No loss of Max RDUs for use of property as schools, churches, governmental buildings, etc.                                                                                                                              |
| -     | -                     | -                                                                                                                                                  | 19.7     | Default of Assignee                                                | Default of assignee not a default of Master Developer                                                                                                                                                                   |
| -     | -                     | -                                                                                                                                                  | 20       | Dispute Resolution                                                 | Establishing and detailing the dispute resolution process <ul style="list-style-type: none"><li>- Meet and Confer</li><li>- Mediation Process</li><li>- Arbitration of Disputes</li><li>- District Court</li></ul>      |
| -     | -                     | -                                                                                                                                                  | 22       | Administrative Modifications                                       |                                                                                                                                                                                                                         |
| -     | -                     | -                                                                                                                                                  | 22.1     | Allowable Administrative Applications                              | Modifications to ARMDA considered and approved by administrator for location /sizing of infrastructure and other minor modifications                                                                                    |
| -     | -                     | -                                                                                                                                                  | 22.2     | Application to Administrator                                       | Applications for modifications filed with Administrator                                                                                                                                                                 |
| -     | -                     | -                                                                                                                                                  | 22.3     | Administrator's review of Administrative Modifications             | Review and decision within 45 days of submission.                                                                                                                                                                       |
| -     | -                     | -                                                                                                                                                  | 22.4     | Appeal of Administrator's Denial of Administrative Modification    | If administrator denies modification request, applicant may proceed as a modification application                                                                                                                       |
| -     | -                     | -                                                                                                                                                  | 23.1     | Who may submit modification applications                           | Only City and Master Developer may submit a modification application                                                                                                                                                    |
| -     | -                     | -                                                                                                                                                  | 23.2     | Modification Application Contents                                  | <ul style="list-style-type: none"><li>- Identification of Property</li><li>- Description of Effect</li><li>- Identification of non-city agencies</li><li>- Map</li></ul>                                                |
| -     | -                     | -                                                                                                                                                  | 23.3     | Fee                                                                | City may charge a reasonable fee for processing modification applications                                                                                                                                               |
| -     | -                     | -                                                                                                                                                  | 23.4     | City Cooperation in Processing Modification Application            | City shall cooperate in promptly and fairly processing modification applications                                                                                                                                        |
| -     | -                     | -                                                                                                                                                  | 23.5     | Planning Commission Review of Modification Applications            | <ul style="list-style-type: none"><li>- All applications required to be reviewed by the PC shall be reviewed by PC</li><li>- PC to recommend action to CC</li></ul>                                                     |
| -     | -                     | -                                                                                                                                                  | 23.6     | Council Review of Modification Application                         | Council to consider application after PC.                                                                                                                                                                               |
| -     | -                     | -                                                                                                                                                  | 23.7     | Council's objection to Modification Applications                   | Council to provide written determination if denial.                                                                                                                                                                     |
| -     | -                     | -                                                                                                                                                  | 23.8     | Disputes                                                           | Any dispute under Section 20 shall be resolved in accordance with Dispute resolution process                                                                                                                            |
| -     | -                     | -                                                                                                                                                  | 24       | Four-year Reviews                                                  | Parties to meet every four years to discuss progress/modifications.                                                                                                                                                     |
| -     | -                     | -                                                                                                                                                  | 34       | Force Majeure                                                      | Standard language                                                                                                                                                                                                       |
| -     | -                     | -                                                                                                                                                  | 35       | Time is of the essence                                             | Standard language                                                                                                                                                                                                       |
| -     | -                     | -                                                                                                                                                  | 37       | Rights of Access                                                   | City shall have reasonable access to the property during development of the project                                                                                                                                     |
| -     | -                     | -                                                                                                                                                  | 41       | Venue                                                              | Venue established in Fourth District Court                                                                                                                                                                              |



|                            |   |                                            |  |                                                    |           |                                                                                     |
|----------------------------|---|--------------------------------------------|--|----------------------------------------------------|-----------|-------------------------------------------------------------------------------------|
| -                          | - |                                            |  | 43                                                 | Conflicts | ARMDA and CP control in cases where there is a conflict with the City's Vested Laws |
| SCHEDULE ONE (Definitions) |   |                                            |  | SECTION 1.2: Definitions                           |           |                                                                                     |
|                            |   | Act                                        |  | [LUDMA]                                            |           |                                                                                     |
|                            |   | -                                          |  | Administrative Modifications                       |           |                                                                                     |
|                            |   | -                                          |  | Administrator                                      |           |                                                                                     |
|                            |   | Agreement                                  |  | [ARMDA]                                            |           |                                                                                     |
|                            |   | Annexation Only Property                   |  |                                                    |           |                                                                                     |
|                            |   | Annexation Property                        |  |                                                    |           |                                                                                     |
|                            |   | Applicant                                  |  | Applicant                                          |           |                                                                                     |
|                            |   | -                                          |  | ARC                                                |           |                                                                                     |
|                            |   | [Agreement]                                |  | ARMDA                                              |           |                                                                                     |
|                            |   | Backbone Infrastructure                    |  | -                                                  |           |                                                                                     |
|                            |   | Building Permit                            |  | -                                                  |           |                                                                                     |
|                            |   | Buildout                                   |  | Buildout                                           |           |                                                                                     |
|                            |   | Business Park Planning Area                |  | -                                                  |           |                                                                                     |
|                            |   | CC&R's                                     |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Central Utah Water Project or CWP                  |           |                                                                                     |
|                            |   | City                                       |  | City                                               |           |                                                                                     |
|                            |   | City Consultants                           |  | City Consultants                                   |           |                                                                                     |
|                            |   | City's Code                                |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | City's Future Laws                                 |           |                                                                                     |
|                            |   | -                                          |  | City's Vested Laws                                 |           |                                                                                     |
|                            |   | Commercial Planning Area                   |  | -                                                  |           |                                                                                     |
|                            |   | Commercial Site                            |  | Commercial Site                                    |           |                                                                                     |
|                            |   | Commercial Site Plan                       |  | Commercial Site Plan                               |           |                                                                                     |
|                            |   | -                                          |  | Community Plan                                     |           |                                                                                     |
|                            |   | Community Development Area or CDA          |  | -                                                  |           |                                                                                     |
|                            |   | Council                                    |  | Council                                            |           |                                                                                     |
|                            |   | -                                          |  | CPAs 2 & 3                                         |           |                                                                                     |
|                            |   | CUWCD                                      |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Data Center                                        |           |                                                                                     |
|                            |   | -                                          |  | Data Center Overlay Zone                           |           |                                                                                     |
|                            |   | Default                                    |  | Default                                            |           |                                                                                     |
|                            |   | Denied                                     |  | Denial/Denied                                      |           |                                                                                     |
|                            |   | Density                                    |  | -                                                  |           |                                                                                     |
|                            |   | Design Review Committee                    |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Development                                        |           |                                                                                     |
|                            |   | Development Application                    |  | Development Application                            |           |                                                                                     |
|                            |   | Development Report                         |  | Development Report                                 |           |                                                                                     |
|                            |   | -                                          |  | Dispute                                            |           |                                                                                     |
|                            |   | -                                          |  | Dispute Resolution Process                         |           |                                                                                     |
|                            |   | Economic Development Area or EDA           |  | -                                                  |           |                                                                                     |
|                            |   | Existing Applicable Building Codes         |  | -                                                  |           |                                                                                     |
|                            |   | Final Plat                                 |  | Final Plat                                         |           |                                                                                     |
|                            |   | General Development Standards              |  | -                                                  |           |                                                                                     |
|                            |   | Homeowners Association(s)                  |  | Homeowners Association or HOA                      |           |                                                                                     |
|                            |   | Impact Fees                                |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Individually Platted Dwelling Unit                 |           |                                                                                     |
|                            |   | Intended uses                              |  | Intended Uses                                      |           |                                                                                     |
|                            |   | -                                          |  | Local District                                     |           |                                                                                     |
|                            |   | Local District Act                         |  | -                                                  |           |                                                                                     |
|                            |   | Local District Agreement                   |  | -                                                  |           |                                                                                     |
|                            |   | Local Park                                 |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | LUDMA                                              |           |                                                                                     |
|                            |   | Master CC&R's                              |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Master Developer                                   |           |                                                                                     |
|                            |   | Master Planned Area                        |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Master Plan                                        |           |                                                                                     |
|                            |   | Maximum Residential Units                  |  | Maximum Residential Dwelling Units (Maximum RDU's) |           |                                                                                     |
|                            |   | -                                          |  | Mixed Use                                          |           |                                                                                     |
|                            |   | Neighborhood Planning Area                 |  | -                                                  |           |                                                                                     |
|                            |   | Non-City Agency                            |  | -                                                  |           |                                                                                     |
|                            |   | Notice                                     |  | Notice                                             |           |                                                                                     |
|                            |   | Off-Site Infrastructure                    |  | -                                                  |           |                                                                                     |
|                            |   | On-Site Infrastructure                     |  | -                                                  |           |                                                                                     |
|                            |   | Open Space                                 |  | Open Space                                         |           |                                                                                     |
|                            |   | Open Space Report                          |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Owners                                             |           |                                                                                     |
|                            |   | -                                          |  | Owner's Representative                             |           |                                                                                     |
|                            |   | OWR                                        |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Outsource[e][ing]                                  |           |                                                                                     |
|                            |   | -                                          |  | Outsourced Work                                    |           |                                                                                     |
|                            |   | Parcel                                     |  | Parcel                                             |           |                                                                                     |
|                            |   | -                                          |  | Parks, Trails, and Open Space Plan                 |           |                                                                                     |
|                            |   |                                            |  | Parties                                            |           |                                                                                     |
|                            |   |                                            |  | Party                                              |           |                                                                                     |
|                            |   | PCIG                                       |  | -                                                  |           |                                                                                     |
|                            |   | PCIG Property                              |  | -                                                  |           |                                                                                     |
|                            |   | Petition for Annexation                    |  | -                                                  |           |                                                                                     |
|                            |   | Phase                                      |  | Phase                                              |           |                                                                                     |
|                            |   | -                                          |  | Phase I                                            |           |                                                                                     |
|                            |   | Planning Area                              |  | -                                                  |           |                                                                                     |
|                            |   | Pole Canyon Infrastructure Plan            |  | -                                                  |           |                                                                                     |
|                            |   | Pole Canyon Local District or PCLD         |  | -                                                  |           |                                                                                     |
|                            |   | Pole Canyon Master Development Plan        |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Prior Agreement                                    |           |                                                                                     |
|                            |   | -                                          |  | Private Improvements                               |           |                                                                                     |
|                            |   | Project                                    |  | Project                                            |           |                                                                                     |
|                            |   | -                                          |  | Property                                           |           |                                                                                     |
|                            |   | Public Infrastructure and Improvements     |  | Public Infrastructure                              |           |                                                                                     |
|                            |   | Regional Park                              |  |                                                    |           |                                                                                     |
|                            |   | Residential Dwelling Unit                  |  | Residential Dwelling Unit (RDU)                    |           |                                                                                     |
|                            |   | SAA                                        |  | -                                                  |           |                                                                                     |
|                            |   | SAA Act                                    |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | School Site                                        |           |                                                                                     |
|                            |   | Site Plan                                  |  | -                                                  |           |                                                                                     |
|                            |   | Special Assessment Area or SAA             |  | -                                                  |           |                                                                                     |
|                            |   | Subdeveloper                               |  | Subdeveloper                                       |           |                                                                                     |
|                            |   | Subdivision                                |  | Subdivision                                        |           |                                                                                     |
|                            |   | Subdivision Application                    |  | Subdivision Application                            |           |                                                                                     |
|                            |   | Subdivision Site Plan                      |  | -                                                  |           |                                                                                     |
|                            |   | Substantial Completion                     |  | -                                                  |           |                                                                                     |
|                            |   | System Improvement                         |  | System Improvements                                |           |                                                                                     |
|                            |   | Technical Guidelines                       |  | Technical Guidelines                               |           |                                                                                     |
|                            |   | -                                          |  | TIF                                                |           |                                                                                     |
|                            |   | -                                          |  | Water Purchase Agreement                           |           |                                                                                     |
|                            |   | White Hills Subdivision                    |  | -                                                  |           |                                                                                     |
|                            |   | WHSSD                                      |  | -                                                  |           |                                                                                     |
|                            |   | WHSSD Agreement                            |  | -                                                  |           |                                                                                     |
|                            |   | WHWC                                       |  | -                                                  |           |                                                                                     |
|                            |   | WHWC System Repairs                        |  | -                                                  |           |                                                                                     |
|                            |   | WHWC Transition Agreement                  |  | -                                                  |           |                                                                                     |
|                            |   | -                                          |  | Zoning                                             |           |                                                                                     |
| EXHIBITS                   |   |                                            |  | EXHIBITS                                           |           |                                                                                     |
| Exhibit 1                  |   | Annexation Property / Annexation Petitions |  | Exhibit A                                          |           | Legal Description of Property                                                       |
| Exhibit 2                  |   | Master Planned Area / Land Use Element     |  | Exhibit B                                          |           | Master Plan                                                                         |
| Exhibit 3                  |   | PCIG Property                              |  | Exhibit C                                          |           | Community Plan                                                                      |



|                              |                                        |                                |                                                                                                                                                                                                                                                                                                                                            |           |        |                                                                     |            |
|------------------------------|----------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|---------------------------------------------------------------------|------------|
| Exhibit 4                    |                                        | Density Allocation             |                                                                                                                                                                                                                                                                                                                                            | Exhibit D |        | City's Vested Laws (on file with City Recorder)                     |            |
| Exhibit 5                    |                                        | Wet Utility Master Plan        |                                                                                                                                                                                                                                                                                                                                            | Exhibit E |        | Development Application and Approval Process                        |            |
| Exhibit 6                    |                                        | Dry Utility Master Plan        |                                                                                                                                                                                                                                                                                                                                            | Exhibit F |        | Culinary Water System Plan                                          |            |
| Exhibit 7                    |                                        | Traffic Impact Study           |                                                                                                                                                                                                                                                                                                                                            | Exhibit G |        | Sanitary Sewer System Plan                                          |            |
| Exhibit 8                    |                                        | Open Space and/or Trails       |                                                                                                                                                                                                                                                                                                                                            | Exhibit H |        | Storm Water Plan                                                    |            |
| Exhibit 9                    |                                        | Local District Maps            |                                                                                                                                                                                                                                                                                                                                            | Exhibit I |        | Phase 1 Plan                                                        |            |
| Exhibit 10                   |                                        | WHSSD Agreement                |                                                                                                                                                                                                                                                                                                                                            | Exhibit J |        | Park Maintenance Agreement                                          |            |
| Exhibit 11                   |                                        | Local District Agreement       |                                                                                                                                                                                                                                                                                                                                            | Exhibit K |        | Technical Guidelines                                                |            |
| Exhibit 12                   |                                        | WHWC Transition Agreement      |                                                                                                                                                                                                                                                                                                                                            | Exhibit L |        | Data Center Overlay Zone                                            |            |
| Exhibit 13                   |                                        | Additional Exhibits/Maps       |                                                                                                                                                                                                                                                                                                                                            | Exhibit M |        | Legal Description of Property Eligible for Data Center Overlay Zone |            |
| Exhibit 14                   |                                        | Short Form Notice of Agreement |                                                                                                                                                                                                                                                                                                                                            |           |        |                                                                     |            |
| FIRST AMENDMENT (7/1/2014)   |                                        |                                |                                                                                                                                                                                                                                                                                                                                            | ARMDA     |        |                                                                     |            |
| §                            | Header                                 |                                | Effect of Amendment                                                                                                                                                                                                                                                                                                                        | §         | Header |                                                                     | Comparison |
| 1                            | Regional Park Facility                 |                                | Amended section 8.2 of the MDA; Developer to donate \$90,000 to city for rodeo bleachers; City to reimburse Developer; Developer to donate 20 acres for specialized recreation area.                                                                                                                                                       | -         | -      |                                                                     | -          |
| 2                            | Interim Equestrian Facility            |                                | Amended section 8.3 of the MDA to acknowledge that the obligations of Developer regarding the Interim Facility have been fulfilled.                                                                                                                                                                                                        | -         | -      |                                                                     | -          |
| SECOND AMENDMENT (4/19/2016) |                                        |                                |                                                                                                                                                                                                                                                                                                                                            | ARMDA     |        |                                                                     |            |
| §                            | Header                                 |                                | Effect of Amendment                                                                                                                                                                                                                                                                                                                        | §         | Header |                                                                     | Comparison |
| 1                            | Regional Park Facility                 |                                | Amended section 8.2 of the MDA (as amended by the First Amendment); In lieu of donating an improved regional facility; Developer to donate 100 acres to City for use by BSA, a Wake Park, part of the master trail system, OR another recreational use. Five acres of the 100 shall be for public use.                                     | -         | -      |                                                                     | -          |
| 2                            | Amendment to WHWC Transition Agreement |                                | Acknowledgement that City and Developer entered into an amendment to the WHWC Agreement (included as Exhibit A to Second Amendment).                                                                                                                                                                                                       | -         | -      |                                                                     | -          |
| 3                            | White Hills Park                       |                                | Developer's obligations under Section 9.4.3 of the MDA regarding the White Hills Park are satisfied once the park is deeded to the City.                                                                                                                                                                                                   | -         | -      |                                                                     | -          |
| 4                            | Rocky Mountain Power                   |                                | Section 17 of the MDA is deleted.                                                                                                                                                                                                                                                                                                          | -         | -      |                                                                     | -          |
| THIRD AMENDMENT (8/7/2018)   |                                        |                                |                                                                                                                                                                                                                                                                                                                                            | ARMDA     |        |                                                                     |            |
| §                            | Header                                 |                                | Effect of Amendment                                                                                                                                                                                                                                                                                                                        | §         | Header |                                                                     | Comparison |
| 1                            | Wastewater Pipeline and Infrastructure |                                | Addition of a new section (8.1.2); Developer to assist City with debt service on 12" sewer line; \$17 of each sewer bill from White Hills residents allocated to debt service; buy-in of new development at cost of \$3083.21; Prepayment of debt-service; Developer to purchase Lagoon property consistent with section 8.1.1 of the MDA. | -         | -      |                                                                     | -          |

\*This comparison table is a high-level summary of the Existing MDA for the Firefly Development with what is being proposed in the amended and restated MDA (ARMDA). This table is not a substitute for reading the actual text of either the existing MDA or the proposed ARMDA. As such, this comparison table should not be used to discuss land use policy nor is it binding on any of the Parties contemplated in the MDA, the Amendments, or the proposed ARMDA.



# Summary of Updates

## COMMUNITY PLAN

- » Decrease in overall number of units by 869 (9,659 to 8,790) (Page 2-01)
- » Modified boundaries and unit count of Neighborhood Planning Areas (NPAs) (Page 2-01)
- » Minimum of 356 acres of open space (double of open space required in existing MDA) (Page 3-01)
- » Added commitment to upgrade White Hills Park in Phase 1 of project (Page 3-06)
- » Total Parks, Trails, and Open Space spend of \$79,110,000 (2.4 times greater than city standard level of approximately \$32.4M) (Page 3-06)
- » Removed Shared Drive lots from plan (Page 4-02)
- » Limit homesites with 5'/5' setbacks to a total of 900 units (Page 4-03)
- » Maximum number of apartment/condominium per building 48 units (Page 4-10)
- » Maximum multi-family building height of 55' and four stories (Page 4-10)
- » Neighborhood commercial permitted in NPAs 9 & 12, conditional use in all other NPAs (Page 5-11)
- » Data center use permitted in CPA 3 (Page 5-11)

## ARMDA

- » Reduction of 869 units (Section 1.2.33, Page 5)
- » Commercial as a permitted use in NPA 9 & 12 with no loss of units. Commercial in other NPAs processed as a conditional use with loss of 4.1 units/acre for everything but vertical mixed use (Section 4.3.2, Page 8)
- » Requirement that developer move forward with reasonable diligence or risk default (Section 4.4, Page 8)
- » Future property acquired by Master Developer may be added to ARMDA as Industrial or Commercial only. Need to come back to Council in order to add residential uses. (Section 4.11, Page 14)
- » Data Center Property may withdraw from ARMDA if the owner enters into a new development agreement with the City. (Section 4.12, Page 15)
- » Term of agreement is 25 years with the first period being until 12/31/2033; second period until 12/31/2043; and third period until 12/31/2048. If Master Developer is in default at the end of any of those periods, then the ARMDA terminates. (Section 6, Page 17)
- » Master Developer will utilize secondary water for irrigation in Community Parks. (Section 9.6, Page 18)
- » Master Developer will sell a 10-acre site within the Project to the City that the City can use to satisfy its obligation to the Alpine School District. (Section 13, Page 22)
- » City and Master Developer will meet at a special work session every two years to review the progress of the project and to discuss any changes that either side feels should be considered for an amendment to the ARMDA. (Section 24, Page 29)



## FINANCING MECHANISM

---

- » City approves creation of 10 independent districts that are authorized to fund public infrastructure within the project.
- » The 10 districts are initially very small (0.10 acres) but can expand their boundaries to account for phasing within the project.
- » The bond proceeds generated by the districts would finance public infrastructure (roads, sewer, storm water, culinary/secondary water, parks). All public infrastructure will be built according to City standards and dedicated to the City or another public entity.
- » Districts would be organized to repay bonds in a manner that limits the amount left on the homeowner to a maximum of \$65 per month (\$780 per year). Master Developer is responsible for paying off the balance of the debt.



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JULY 5, 2023**

|                                 |                                                                                                                                                           |                |                  |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Amended and Restated Pole Canyon Master Development Agreement, Now Known as Firefly. |                |                  |
| <b>ITEM TYPE:</b>               | Ordinance                                                                                                                                                 |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                                                           |                |                  |
| <b>APPLICANT:</b>               |                                                                                                                                                           |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                                       | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**  
No

**PREPARED BY:**  
Robert Hobbs, Planning

**PRESENTED BY:**

**RECOMMENDATION:**

**BACKGROUND:**  
Please see the Master Development Plan Amendment item for details on the ARMDA.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

[ORD--Amended and Restated Pole Canyon MDA \(Firefly\)](#)



**ORDINANCE NO. O-        -2023**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE AMENDED AND RESTATED POLE CANYON MASTER  
DEVELOPMENT AGREEMENT, NOW KNOWN AS FIREFLY**

*PREAMBLE*

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

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 5<sup>th</sup> day of July, 2023.

EAGLE MOUNTAIN CITY, UTAH

---

Tom Westmoreland, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 5<sup>th</sup> day of July, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

# Exhibit A





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JULY 5, 2023**

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |                |                  |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | RESOLUTION - A Resolution of Eagle Mountain City, Utah, Providing for the Creation of the Firefly Public Infrastructure Districts Numbers 1 through 10 as Independent Districts; Authorizing and Approving a Governing Document and Interlocal Agreement; Approving of an Annexation Area; Appointing Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters. |                |                  |
| <b>ITEM TYPE:</b>               | Resolution                                                                                                                                                                                                                                                                                                                                                                                         |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                                                                                                                                                                                                                                                                                                    |                |                  |
| <b>APPLICANT:</b>               | Oquirrh Wood Ranch LLC                                                                                                                                                                                                                                                                                                                                                                             |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**PREPARED BY:**

Marcus Draper, Admin

**PRESENTED BY:**

Marcus Draper, City Attorney

**RECOMMENDATION:**

Staff recommends the Council consider a Resolution of Eagle Mountain City, Utah, providing for the Creation of the Firefly Public Infrastructure Districts Numbers 1 through 10 as independent districts; authorizing and approving a Governing Document and Interlocal Agreement; approving of an Annexation Area; appointing Board of Trustees; authorizing other documents in connection therewith; and related matters.

**BACKGROUND:**

Oquirrh Wood Ranch LLC (“OWR”) and others have proposed the creation of 10 Public Infrastructure Districts (“PIDs”) to aid in the financing of infrastructure for the project that was formerly known as the Pole Canyon Development and is currently known as Firefly. The creation of the PIDs has been negotiated simultaneously with the Amended and Restated Master Development Agreement that is also before the Council. The PIDs would each initially be 1/10<sup>th</sup> of an acre in size but would have the ability to annex additional property into a district and would ultimately cover most or all of the Firefly development, approximately 2,700 acres. They would help finance the infrastructure for the development by issuing bonds and then

taxing the homeowners within the PID to pay back the bond. OWR is proposing a limit of 6 mills per household with a cap of \$65 per month of property tax.

While the City would be considered the “Creating Entity” of the PIDs, they would be separate political subdivisions of the State of Utah. OWR would initially control the governing board of all 10 PIDs. Once development begins in any particular PID, the homeowners within the PID would be able to vote on the board members as each term expires. The Governing Documents that are before the Council delineate the authority that each PID would have. Although the PIDs would constitute separate political subdivisions of the State, they would have no ability to amend their Governing Documents without the concurrence of the Council.

OWR has followed all necessary legal steps in the creation of these PIDs and the issue is ripe for Council decision.

The applicant presented this item at the June 20, 2023 meeting and the Council tabled the issue. The Council directed the applicant to limit the total taxing authority between the Pole Canyon Basic Local District and the PIDs to 6 mills and a weighted average of \$65/month for a primary residence. This will require a separate action of the Pole Canyon Basic Local District to amend its governing documents. Thus, any approval of the PIDs should be contingent on that event.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

[RES--Firefly Public Infrastructure Districts - Updated 07.03.2023](#)

[RES--Firefly Public Infrastructure Districts](#)

[Firefly PID No. 1 Governing Document - Updated 07.03.2023](#)

[Firefly PID No. 1 Governing Document](#)

Final Local Entity Plats

Initial PID Boundaries & Annexation Area

Petition for the Creation of Firefly PIDs 1 - 10



## **RESOLUTION NO. R-        -2023**

### **A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, PROVIDING FOR THE CREATION OF THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICTS NUMBERS 1 THROUGH 10 AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS**

WHEREAS, a petition (the “Petition”) was filed with Eagle Mountain City (the “City”) requesting adoption by resolution the approval of the creation of ten separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities – Special Districts, Title 17B Utah Code Annotated (together with the PID Act the “Act”) within the boundaries of the City and approve an annexation area (the “Annexation Area”) which the Firefly Public Infrastructure Districts Numbers 1 through 10 (the “Districts”) may annex into or withdraw therefrom without further approval or hearings of the City or the Council, as further described in the Governing Documents attached hereto as Exhibit “A” (the “Governing Documents”) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners, has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, caused public hearings to be held after 6:00 p.m. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Utah Code Ann. § 17D-4-201; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts’ boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Utah Code Ann. § 17B-1-211(1)(b); and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Utah Code Ann. § 17D-4-202(9); and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Utah Code Ann. § 17D-4-202(c) because they are agents of property owners within the District Boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the Pole Canyon Basic Local District (“Local District”) is a presently existing special district authorized to finance and construct public infrastructure within the Annexation Area of the Districts; and

WHEREAS, it is the desire of the City to limit the total future tax burden that may be imposed as a result of the authorization of the creation of the Districts; and

WHEREAS, a majority of the Board of Trustees for the Districts also sit on the Board of Trustees of the Local District and constitute a majority of its Board; and

WHEREAS, the City’s willingness to authorize the creation of the Districts is contingent upon the execution of an amendment to the interlocal agreement between the City and the Local District attached as Exhibit C to this resolution that would limit the combined taxing authority of the Districts and the Local District; and

WHEREAS, that limitation of combined taxing authority has been incorporated into the Governing Documents such that both the Districts and the Local District are bound by that limitation; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of the Governing Documents attached hereto as Exhibit “A” and an Interlocal Agreement between the City and the Districts, as attached to the Governing Document as Governing Document Exhibit “D”; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for each of the Districts a Notice of Boundary Action in the form attached hereto as Exhibit “B” (the “Boundary Notice”) and Final Entity Plats attached thereto as Boundary Notice Exhibit “B” (the “Plats”).

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

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and

by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved, and confirmed.

2. The Districts are hereby created, effective as of the Effective Date, as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Documents and the Plats.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Documents) or Annexation Area Boundaries from any of the Districts without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and Governing Documents.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under Utah Code Ann. § 17B-1-407 or resolution of the City under Utah Code Ann. § 17B-1-408.

5. It is hereby found and determined by the Council that the creation of the Districts are appropriate to the general welfare, order, and security of the City, and the organization of the Districts pursuant to the PID Act are hereby approved.

6. The Governing Documents and the Interlocal Agreements in the form presented to this meeting and attached hereto as Exhibit “A” and Governing Documents Exhibit “D” are hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Boards of the Districts are hereby appointed as follows:

a. Firefly Public Infrastructure District No. 1:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

b. Firefly Public Infrastructure District No. 2:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

c. Firefly Public Infrastructure District No. 3:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- d. Firefly Public Infrastructure District No. 4:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- e. Firefly Public Infrastructure District No. 5:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- f. Firefly Public Infrastructure District No. 6:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- g. Firefly Public Infrastructure District No. 7:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- h. Firefly Public Infrastructure District No. 8:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.



i. Firefly Public Infrastructure District No. 9:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

j. Firefly Public Infrastructure District No. 10:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

- k. The terms of the trustees for each of the Districts shall commence on the latter of (1) the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah; or (2) the Effective Date.

8. The Council hereby authorizes the Mayor or a Council Member to execute the Boundary Notices in substantially the form attached hereto as Exhibit “B” and such other documents as shall be required to accomplish the actions contemplated herein (including the Final Local Entity Plat Maps) on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of a certification of the creation for the Districts, the Council does hereby authorize the Mayor, the City Administrator, or the City Attorney to make any corrections, deletions, or additions to the Governing Documents, the Interlocal Agreement, the Plats, and/or the Boundary Notice or any other document herein authorized and approved (including, but not limited to, correction to the property description therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Board of Trustees of the Districts (collectively the “District Boards”) are hereby authorized and directed to record such Governing Documents with the recorder of the City within 30 days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders, and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This Resolution shall take effect upon the Local District's execution of the amendment to its interlocal agreement with the City attached as Exhibit C (the "Effective Date").

ADOPTED by the City Council of Eagle Mountain City, Utah, this 5<sup>th</sup> day of July, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

---

Tom Westmoreland, Mayor

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 5<sup>th</sup> day of July, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

Exhibit A

Governing Documents

for

Firefly Public Infrastructure Districts Nos 1-10



## Exhibit B

Form of Notice of Impending Boundary Action  
for  
Firefly Public Infrastructure District Nos 1-10

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 1)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 1

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 2)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 2 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 2

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 3)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 3 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 3

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 4)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 4 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 4

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 5)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 5 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 5

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 6)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 6 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 6

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 7)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 7 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 7

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 8)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 8 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 8

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
(Firefly Public Infrastructure District No. 9)

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 9 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 9

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NOTICE OF IMPENDING BOUNDARY ACTION**  
*(Firefly Public Infrastructure District No. 10)*

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 10 (the “District”), at a regular meeting of the Council duly convened on the 5th day of July, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 10

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT “A”**

TO NOTICE OF IMPENDING BOUNDARY ACTION

*Certified Creation Resolution*



**EXHIBIT “B”**

TO NOTICE OF IMPENDING BOUNDARY ACTION

*Final Local Entity Plat Map  
for  
Firefly Public Infrastructure District No. \_\_\_\_*

## **RESOLUTION NO. R-        -2023**

### **A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, PROVIDING FOR THE CREATION OF THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICTS NUMBERS 1 THROUGH 10 AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARD OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS**

WHEREAS, a petition (the “Petition”) was filed with Eagle Mountain City (the “City”) requesting adoption by resolution the approval of the creation of ten separate public infrastructure districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated (the “PID Act”) and relevant portions of the Limited Purpose Local Government Entities – Special Districts, Title 17B Utah Code Annotated (together with the PID Act the “Act”) within the boundaries of the City and approve an annexation area (the “Annexation Area”) which the Firefly Public Infrastructure Districts Numbers 1 through 10 (the “Districts”) may annex into or withdraw therefrom without further approval or hearings of the City or the Council, as further described in the Governing Documents attached hereto as Exhibit “A” (the “Governing Documents”) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners, has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, caused public hearings to be held after 6:00 p.m. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Utah Code Ann. § 17D-4-201; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts’ boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Utah Code Ann. § 17B-1-211(1)(b); and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Utah Code Ann. § 17D-4-202(9); and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Utah Code Ann. § 17D-4-202(c) because they are agents of property owners within the District Boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the Pole Canyon Basic Local District (“Local District”) is a presently existing special district authorized to finance and construct public infrastructure within the Annexation Area of the Districts; and

WHEREAS, it is the desire of the City to limit the total future tax burden that may be imposed as a result of the authorization of the creation of the Districts; and

WHEREAS, a majority of the Board of Trustees for the Districts also sit on the Board of Trustees of the Local District and constitute a majority of its Board; and

WHEREAS, the City’s willingness to authorize the creation of the Districts is contingent upon the execution of an amendment to the interlocal agreement between the City and the Local District attached as Exhibit C to this resolution that would limit the combined taxing authority of the Districts and the Local District; and

WHEREAS, that limitation of combined taxing authority has been incorporated into the Governing Documents such that both the Districts and the Local District are bound by that limitation; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of the Governing Documents attached hereto as Exhibit “A” and an Interlocal Agreement between the City and the Districts, as attached to the Governing Document as Governing Document Exhibit “D”; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for each of the Districts a Notice of Boundary Action in the form attached hereto as Exhibit “B” (the “Boundary Notice”) and Final Entity Plats attached thereto as Boundary Notice Exhibit “B” (the “Plats”).

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

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and

by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved, and confirmed.

2. The Districts are hereby created, effective as of the Effective Date, as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Documents and the Plats.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Documents) or Annexation Area Boundaries from any of the Districts without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and Governing Documents.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under Utah Code Ann. § 17B-1-407 or resolution of the City under Utah Code Ann. § 17B-1-408.

5. It is hereby found and determined by the Council that the creation of the Districts are appropriate to the general welfare, order, and security of the City, and the organization of the Districts pursuant to the PID Act are hereby approved.

6. The Governing Documents and the Interlocal Agreements in the form presented to this meeting and attached hereto as Exhibit “A” and Governing Documents Exhibit “D” are hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Boards of the Districts are hereby appointed as follows:

a. Firefly Public Infrastructure District No. 1:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

b. Firefly Public Infrastructure District No. 2:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

c. Firefly Public Infrastructure District No. 3:



- i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- d. Firefly Public Infrastructure District No. 4:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- e. Firefly Public Infrastructure District No. 5:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- f. Firefly Public Infrastructure District No. 6:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- g. Firefly Public Infrastructure District No. 7:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.
- h. Firefly Public Infrastructure District No. 8:
  - i. Trustee #1: Bryan Flamm for an initial four-year term.
  - ii. Trustee #2: Jared Westhoff for an initial six-year term.
  - iii. Trustee #3: Nate Shipp for an initial six-year term.

i. Firefly Public Infrastructure District No. 9:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

j. Firefly Public Infrastructure District No. 10:

- i. Trustee #1: Bryan Flamm for an initial four-year term.
- ii. Trustee #2: Jared Westhoff for an initial six-year term.
- iii. Trustee #3: Nate Shipp for an initial six-year term.

- k. The terms of the trustees for each of the Districts shall commence on the latter of (1) the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah; or (2) the Effective Date.

8. The Council hereby authorizes the Mayor or a Council Member to execute the Boundary Notices in substantially the form attached hereto as Exhibit “B” and such other documents as shall be required to accomplish the actions contemplated herein (including the Final Local Entity Plat Maps) on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor, the City Administrator, or the City Attorney to make any corrections, deletions, or additions to the Governing Documents, the Interlocal Agreement, the Plats, and/or the Boundary Notice or any other document herein authorized and approved (including, but not limited to, correction to the property description therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Board of Trustees of the Districts (collectively the “District Boards”) are hereby authorized and directed to record such Governing Documents with the recorder of the City within 30 days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders, and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This Resolution shall take effect upon the Local District's execution of the amendment to its interlocal agreement with the City attached as Exhibit C (the "Effective Date").

ADOPTED by the City Council of Eagle Mountain City, Utah, this 5<sup>th</sup> day of July, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

---

Tom Westmoreland, Mayor

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 5<sup>th</sup> day of July, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder



Exhibit A

Governing Documents

for

Firefly Public Infrastructure Districts Nos 1-10

## Exhibit B

Form of Notice of Impending Boundary Action  
for  
Firefly Public Infrastructure District Nos 1-10

**NOTICE OF IMPENDING BOUNDARY ACTION**  
*(Firefly Public Infrastructure District No. 1)*

**TO: The Lieutenant Governor, State of Utah**

NOTICE IS HEREBY GIVEN that the City Council of Eagle Mountain, Utah (the “Council”) acting in its capacity as the creating entity for the Firefly Public Infrastructure District No. 1 (the “District”), at a regular meeting of the Council duly convened on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to proper public notice and adopted a *Resolution Providing for the Creation of a Public Infrastructure District* (the “Creation Resolution”), a true and correct copy of which is attached hereto as Exhibit “A” and which is incorporated herein by this reference.

A copy of the Final Local Entity Plat (the “FLEP”) satisfying the applicable legal requirements as set forth in the Utah Code Ann. § 17-23-20, approved as a final local entity plat by the Surveyor of Utah County is attached hereto as Exhibit “B” and incorporated herein by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully submits this Notice of Impending Boundary Action and a copy of the FLEP pursuant to and in conformance with the provisions of Utah Code Ann. § 17B-1-215 and requests that you issue a certificate of incorporation pursuant to Utah Code Ann. § 67-1a-6.5.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**EAGLE MOUNTAIN CITY**

Acting in its capacity as the creating entity for the  
Firefly Public Infrastructure District No. 1

\_\_\_\_\_  
Tom Westmoreland, Mayor

STATE OF UTAH                    )  
                                          :SS  
COUNTY OF UTAH            )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

TO NOTICE OF IMPENDING BOUNDARY ACTION

*Certified Creation Resolution*



**EXHIBIT “B”**

TO NOTICE OF IMPENDING BOUNDARY ACTION

*Final Local Entity Plat Map  
for  
Firefly Public Infrastructure District No. \_\_\_\_*

**GOVERNING DOCUMENT**  
**FOR**  
**FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NO. 1**  
**EAGLE MOUNTAIN CITY, UTAH**

Approved: July 5, 2023

## TABLE OF CONTENTS

|               |                                                                     |                                     |
|---------------|---------------------------------------------------------------------|-------------------------------------|
| ARTICLE I     | INTRODUCTION .....                                                  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| Section 1.01. | Purpose and Intent .....                                            | <b>Error! Bookmark not defined.</b> |
| Section 1.02. | Need for the District .....                                         | <b>Error! Bookmark not defined.</b> |
| Section 1.03. | Objective of the City Regarding District’s Governing Document ..... | <b>Error! Bookmark not defined.</b> |
| ARTICLE II    | DEFINITIONS .....                                                   | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| Section 2.01. | Definitions .....                                                   | <b>Error! Bookmark not defined.</b> |
| ARTICLE III   | BOUNDARIES AND ANNEXATION .....                                     | 4                                   |
| Section 3.01. | Boundaries .....                                                    | 4                                   |
| Section 3.02. | Annexation and Withdrawal .....                                     | 4                                   |
| ARTICLE IV    | DISTRICT PROPERTIES .....                                           | 5                                   |
| Section 4.01. | Land Use and Population .....                                       | 5                                   |
| Section 4.02. | Land Use .....                                                      | 5                                   |
| Section 4.03. | No Approval of Development .....                                    | 5                                   |
| ARTICLE V     | POWERS, IMPROVEMENTS AND SERVICES .....                             | 5                                   |
| Section 5.01. | Powers of the District .....                                        | 5                                   |
| Section 5.02. | Limitations .....                                                   | 5                                   |
| Section 5.03. | Procurement .....                                                   | 7                                   |
| ARTICLE VI    | BOARD OF TRUSTEES .....                                             | 7                                   |
| Section 6.01. | Board Composition .....                                             | 7                                   |
| Section 6.02. | Transition to Elected Board .....                                   | 7                                   |
| Section 6.03. | Reelection and Reappointment; Vacancy .....                         | 8                                   |
| Section 6.04. | Compensation .....                                                  | 8                                   |
| Section 6.05. | Conflicts of Interest .....                                         | 8                                   |
| ARTICLE VII   | FINANCIAL PLAN .....                                                | 8                                   |
| Section 7.01. | General .....                                                       | 8                                   |
| Section 7.02. | Mill Levy .....                                                     | 9                                   |
| Section 7.03. | Debt Repayment Sources .....                                        | 9                                   |
| Section 7.04. | Debt Instrument Disclosure Requirement .....                        | 9                                   |
| Section 7.05. | Security for Debt .....                                             | 9                                   |
| Section 7.06. | Disclosure to Purchasers .....                                      | 10                                  |
| Section 7.07. | District's Operating Costs .....                                    | 10                                  |
| ARTICLE VIII  | MISCELLANEOUS .....                                                 | 10                                  |
| Section 8.01. | Annual Report .....                                                 | 10                                  |
| Section 8.02. | Amendments .....                                                    | 11                                  |
| Section 8.03. | Dissolution .....                                                   | 12                                  |
| Section 8.04. | Interlocal Agreement .....                                          | 12                                  |
| Section 8.05. | Tax Increment .....                                                 | 12                                  |

**GOVERNING DOCUMENT FOR  
FIREFLY PUBLIC IMPROVEMENT DISTRICT NO. 1**

**ARTICLE I  
INTRODUCTION**

***Section 1.01 Purpose and Intent.*** The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

***Section 1.02 Need for the District.*** There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

***Section 1.03 Objective of the City Regarding District's Governing Document.***

(a) The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt that is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

(b) This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

(c) It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

(d) The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy that shall not exceed the Maximum Debt Mill Levy on taxable properties and that shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.



## ARTICLE II

### Definitions

**Section 2.01 Definitions.** Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Governing Document and of any other document herein mentioned, have the meanings herein specified.

“*Annexation Area Boundaries*” means the boundaries of the area described in the legal description included in *Exhibit A* that have been approved by the City for annexation into the District upon the meeting of certain requirements.

“*Annexation Area Boundary Map*” means the map attached hereto as *Exhibit C*, describing the property proposed for annexation within the District.

“*Approved Development Plan*” means a final development site plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code, as amended from time to time. The Approved Development Plan shall also contain (or shall be separately approved by the City) a plan of finance demonstrating that the Bonds and other sources of funding are sufficient to construct the Public Improvements. For purposes of this Governing Document, the Amended and Restated Master Development Agreement for the Firefly Development, dated July 5, 2023, as may subsequently be amended or restated, shall constitute an Approved Development Plan.

“*Assessment*” means assessments levied in an assessment area created within the District.

“*Board*” means the Board of Trustees of the District.

“*Bond, Bonds or Debt*” means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

“*City*” means Eagle Mountain City, Utah.

“*City Code*” means the City Code of the City.

“*City Council*” means the City Council of Eagle Mountain City, Utah.

“*C-PACE Act*” means Title 11, Chapter 42a of the Utah Code, as amended from time to time.

“*C-PACE Bonds*” means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

“*C-PACE Assessments*” means assessments levied under the C-PACE Act.

“*District*” means the Firefly Public Infrastructure District No. 1.

“*District Area*” means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

“*Districts*” means collectively, the District, Firefly Public Infrastructure District No. 2, Firefly Public Infrastructure District No. 3, Firefly Public Infrastructure District No. 4, Firefly Public Infrastructure

District No. 5, Firefly Public Infrastructure District No. 6, Firefly Public Infrastructure District No. 7, Firefly Public Infrastructure District No. 8, Firefly Public Infrastructure District No. 9 and Firefly Public Infrastructure District No. 10, contemplated to be created contemporaneously with one another and overlapping on certain properties.

*“End User”* means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a commercial property owner or commercial tenant obligated to pay property taxes pursuant to the terms of their lease is an End User. The business entity that constructs homes or commercial structures is not an End User.

*“Fees”* means any fee imposed by the District for administrative services provided by the District.

*“Financial Plan”* means the Financial Plan described in Article VII that describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

*“General Obligation Debt”* means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

*“Governing Document”* means this Governing Document for the District approved by the City Council.

*“Governing Document Amendment”* means an amendment to the Governing Document approved by the City Council in accordance with the City’s ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

*“Initial District Boundaries”* means the boundaries of the area described in the Initial District Boundary Map.

*“Initial District Boundary Map”* means the map attached hereto as Exhibit C, describing the District’s initial boundaries.

*“Limited Tax Debt”* means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District that may not exceed the Maximum Debt Mill Levy.

*“Special District Act”* means Title 17B of the Utah Code, as amended from time to time.

*“Maximum Debt Mill Levy”* means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section 7.02 below.

*“Maximum Debt Mill Levy Imposition Term”* means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section 7.01 below.

*“Municipal Advisor”* means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

“*Project*” means the development or property commonly referred to as the Firefly Development.

“*PID Act*” means Title 17D, Chapter 4 of the Utah Code, as amended from time to time.

“*Public Improvements*” means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section 5.02 below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

“*Regional Improvements*” means Public Improvements and facilities that benefit the District Area and that are to be financed pursuant to Section 5.01 below.

“*State*” means the State of Utah.

“*Taxable Property*” means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

“*Trustee*” means a member of the Board.

“*Utah Code*” means the Utah Code Annotated 1953, as amended.

### **ARTICLE III BOUNDARIES AND ANNEXATION**

**Section 3.01 Boundaries.** The area of the Initial District Boundaries includes approximately 0.10 acres and the total area proposed to be included in the Annexation Area Boundaries is approximately 2,668 acres. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial District Boundaries and a map of the Annexation Area Boundaries is attached hereto as Exhibit C. It is anticipated that the District’s boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Section 3.02 below.

**Section 3.02 Annexation and Withdrawal.**

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. An area within the District Boundaries may only be withdrawn from the District upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such withdrawal. Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(c) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(d) Annexation or withdrawal of any area in accordance with this Section 3.02 shall not constitute an amendment of this Governing Document.

#### **ARTICLE IV DISTRICT PROPERTIES**

**Section 4.01 Land Use and Population.** The District Area is expected to consist of residential and commercial/industrial land. The population of the District at build-out is estimated to be approximately 38,236 people.

**Section 4.02 Land Use.** The current assessed valuation of the District Area is \$55,408,400 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

**Section 4.03 No Approval of Development.** Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

#### **ARTICLE V POWERS, IMPROVEMENTS, AND SERVICES**

**Section 5.01 Powers of the District.**

(a) The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

(b) The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements that may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$300,000,000. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, or Federal requirements.

(c) The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

**Section 5.02 Limitations.**

(a) **Operation and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners' association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. Trails that are interconnected with a city or regional trail system



shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

(b) Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and shall be in accordance with the requirements of the Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

(c) Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

*We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.*

*We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.*

(d) Overlap Limitation. The Districts shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area that will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

(e) Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

(f) Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of an aggregate amount of \$500,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the Districts. The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

(g) Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

- (i) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

- (ii) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

**Section 5.03 Procurement.** The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by a third-party surveyor or engineer and approved by the City Engineer or their designee.

## **ARTICLE VI BOARD OF TRUSTEES**

### **Section 6.01 Board Composition.**

(a) The Board shall be composed of three Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at-large seats. Trustee terms shall be staggered with initial terms as follows: Trustee 1 shall serve an initial term of four years; Trustees 2 and 3 shall serve an initial term of six years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

(b) The initial Trustees shall be:

- (i) Trustee 1: Bryan Flamm
- (ii) Trustee 2: Jared Westhoff
- (iii) Trustee 3: Nate Shipp

### **Section 6.02 Transition to Elected Board.**

(a) For a District anticipated to include residential property, at the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated Units”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. Respective board seats shall transition from appointed to elected seats according to the following milestones:

- (i) Trustee 1 shall transition to an elected seat upon certificates of occupancy being issued for 50% of the Anticipated Units.
- (ii) Trustee 2 shall transition to an elected seat upon certificates of occupancy being issued for 75% of the Anticipated Units.

- (iii) Trustee 3 shall transition to an elected seat upon certificates of occupancy being issued for 90% of the Anticipated Units.

(b) For any District which is not anticipated to include any residential property, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least 1/3 of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each 1/3 value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

(c) No transition pursuant to this Section shall become effective until the next scheduled regular election of the District immediately preceding the end of a full term.

**Section 6.03    *Reelection and Reappointment; Vacancy.***

(a) Upon the expiration of a Trustee's respective term, any seat that has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat that has transitioned to an elected seat shall be elected pursuant to an election held for such purpose; provided, however, any Trustee appointed by the City Council shall be an owner of land or an agent or officer of the owner of land within the boundaries of the District. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

(b) Any vacancy on the Board shall be filled pursuant to the Special District Act.

**Section 6.04    *Compensation.*** Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

**Section 6.05    *Conflicts of Interest.*** Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

**ARTICLE VII  
FINANCIAL PLAN**

**Section 7.01    *General.***

(a) The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, and other legally available revenues. The Districts shall not issue Debt in excess of the amount set forth in Section 5.02(f).

(b) The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

(c) The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

(d) Each bond issued by the District shall mature within 31 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “*Maximum Debt Mill Levy Imposition Term*”).

**Section 7.02 Mill Levy.** The “*Maximum Debt Mill Levy*” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt. The Maximum Debt Mill Levy for a District shall be as follows:

(a) For a District anticipated at the time of issuance of Debt to contain no residential property, the Maximum Debt Mill Levy shall be six (6) mills.

(b) For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be the lesser of (i) six (6) mills or (ii) a rate which, based upon an independent market study (or similar report) conducted in connection with, and prior to the issuance of Debt would result in a projected annual weighted average tax of not more than \$780 for residential units (based upon the projected number and product type of residences anticipated to be located within the District and assuming all residences qualify for the primary residential exemption). The annual \$780 initial tax limit described in 7.02(b)(ii) is stated in 2023 dollars and is subject to inflation in subsequent years as estimated in the market study. Further, any Maximum Debt Mill Levy established pursuant to this 7.02(b)(ii) at the time of issuance of Debt may be held constant after issuance and shall not be decreased as a result of increased valuations based on the assessed valuations of taxable property by the county assessor subsequent to the issuance of Debt.

(c) Determination of a Maximum Debt Mill Levy by a District in accordance with (b) above is binding and final.

(d) The Maximum Debt Mill Levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(e) The Districts may not overlap to impose mill levies that aggregate in excess of the applicable Maximum Debt Mill Levy as set forth herein.

(f) The Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

**Section 7.03 Debt Repayment Sources.**

(a) The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service, subject to Section 7.02. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as otherwise provided in this Governing Document, the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy



Imposition Term, except for repayment of General Obligation Debt or pursuant to an Interlocal Agreement between the District and the City for Regional Improvements.

(b) The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

**Section 7.04 Debt Instrument Disclosure Requirement.** In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

*By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.*

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

**Section 7.05 Security for Debt.** The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

**Section 7.06 Disclosure to Purchasers.**

(a) Within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lt. Governor of the State creating the District, the Board shall record a notice with the recorder of Utah County. Such notice shall (i) contain a description of the boundaries of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

(b) In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

- (i) All of the information set forth in Section 7.06(a);
- (ii) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

*“Under its current plan of finance, the District expects to levy a property tax in the amount of 6 mills (approximately \$330*

*annually for every \$100,000 of assessed value on a primary residence and \$600 annually for every \$100,000 of assessed value on a business property) for the duration of the District's Bonds."*

- (iii) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require the signature of such end user acknowledging the foregoing.

**Section 7.07 District's Operating Costs.** The estimated cost of acquiring land, engineering services, legal services, and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$1,000,000, which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 which is anticipated to be derived from property taxes and other revenues.

## **ARTICLE VIII MISCELLANEOUS**

### **Section 8.01 Annual Report.**

(a) The District shall be responsible for submitting an annual report to the City Recorder no later than 210 days following the end of such District's fiscal year following the year in which the District was created.

(b) The annual report shall include information as to any of the following:

- (i) Boundary changes made or proposed to the District's boundary as of December 31 of the prior year;
- (ii) List of current interlocal agreements, if changed (to be delivered to the City upon request);
- (iii) Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- (iv) District office contact information;
- (v) Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- (vi) A summary of any litigation that involves the District Public Improvements as of December 31 of the prior year;
- (vii) Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year;
- (viii) A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

- (ix) Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
- (x) The assessed valuation of the District for the current year;
- (xi) Current year budget including a description of the Public Improvements to be constructed in such year;
- (xii) The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after March 31);
- (xiii) Notice of any uncured events of default by the District that continue beyond a 90-day period, under any Debt instrument; and
- (xiv) Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, that continue beyond a 90-day period.

**Section 8.02 Amendments.**

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District that violate the limitations set forth in Section 5.02 above or in Article VII shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City Council and the Board approving such amendment.

**Section 8.03 Dissolution.** Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

**Section 8.04 Interlocal Agreement.** The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as *Exhibit D*. The District shall approve the Interlocal Agreement in the form attached as *Exhibit D* at its first Board meeting after its organizational election. In the event of any conflict between the terms of this Governing Document and the Interlocal Agreement, this Governing Document shall control. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as *Exhibit D* at the public hearing approving the Governing Document.

**Section 8.05 Tax Increment.** The City covenants that it will not enter into any agreement which would require the District to share or remit any portion of the District's property tax revenues with a community reinvestment agency, housing and transit reinvestment zone, or any related or successor agency or authority.

**EXHIBIT A**  
*Legal Descriptions*

FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE SOUTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 666.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG THE NORTH LINE OF 2500 NORTH STREET 45.43 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 41.69 FEET TO THE EASTERLY LINE OF SAID REAL PROPERTY; THENCE ALONG SAID REAL PROPERTY S00°38'46"E ALONG SAID REAL PROPERTY 100.07 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

ANNEXATION AREA

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF 209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A', THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF 66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89°34'58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET;



(2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S.356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

Including:

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TYSON SUBDIVISION TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 17, A DISTANCE OF 2668.91 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 2158.28 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S

15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.6701 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

INCLUDING:

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF

SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALOGN SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0°38'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°23'25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

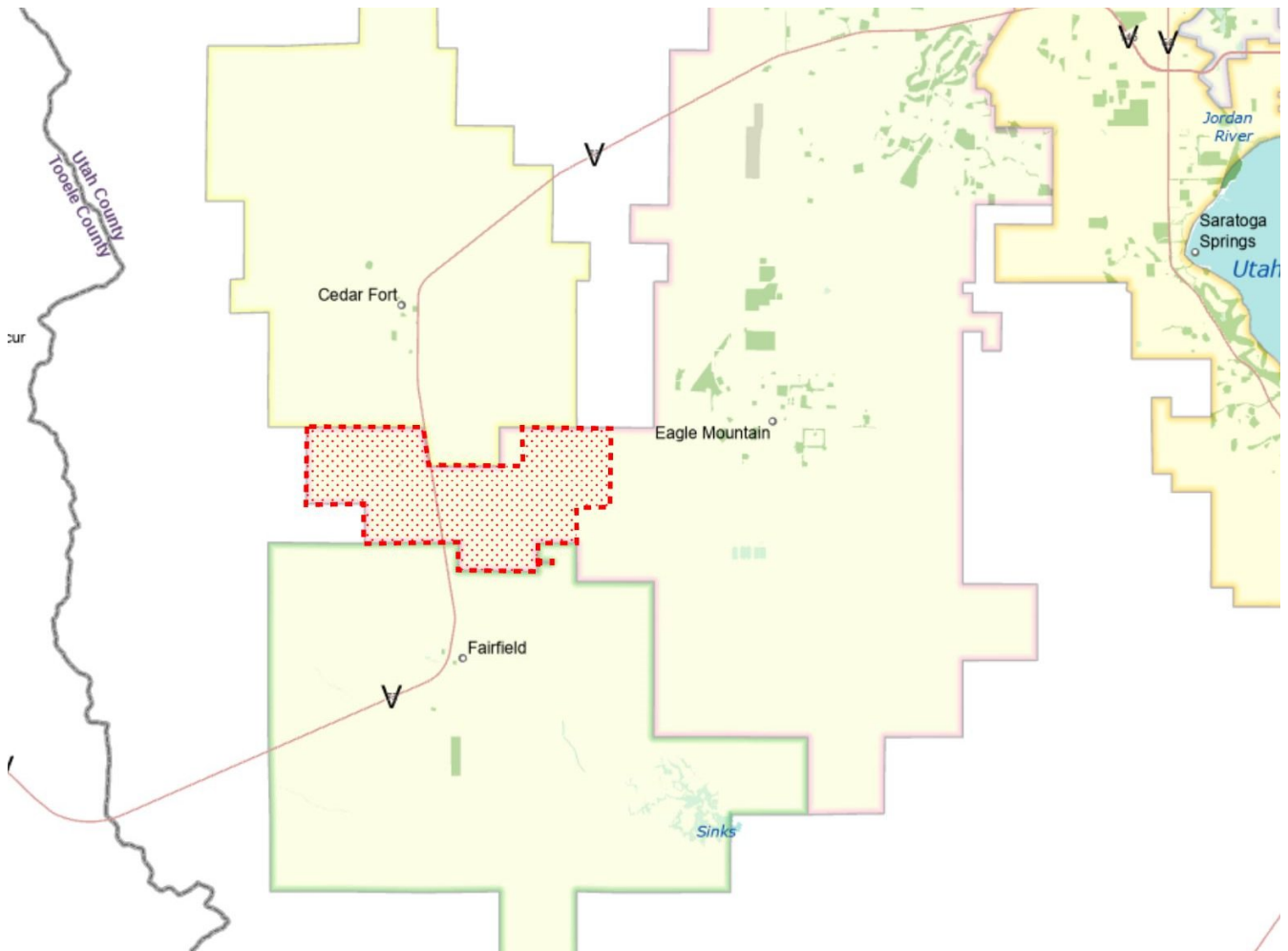
INCLUDING:

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID WEAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING

CONTAINS: 100.0 AC

**EXHIBIT B**  
*Vicinity Map*





[illegible]

**EXHIBIT D**

**INTERLOCAL AGREEMENT BETWEEN  
EAGLE MOUNTAIN CITY, UTAH  
AND  
FIREFLY PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Eagle Mountain City, Utah, a municipal corporation of the State of Utah (“City”), and Firefly Public Infrastructure District, a political subdivision of the State of Utah (the “District”). The City and the District are collectively referred to as the Parties.

**RECITALS**

A. The District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on July 5<sup>th</sup>, 2023 (“*Governing Document*”); and

B. The Governing Document refers to the execution of an Interlocal Agreement between the City and the District; and

C. The City and the District have determined that it is in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement (“*Agreement*”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The District may dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. A third party, such as an owners’ association, may provide for the operation and maintenance of all or a portion of the Public Improvements. Trails that are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

4. Overlap Limitation. The District shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of

any other public infrastructure district organized under the PID Act within the District Area that will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

5. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

6. Total Debt Issuance. The Districts, collectively, shall not issue Debt in excess of an aggregate amount of \$500,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the District. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

7. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

8. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

9. Disclosure to Purchasers. Within thirty (30) days of the approval of lieutenant governor’s approval the District, the Board shall record a notice with the recorder of Utah County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City. In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(a) All of the information in Section 7.06(a) of the Governing Document;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

*“Under its current plan of finance, the District expects to levy a property tax in the amount of 6 mills (approximately \$330 annually for every \$100,000 of assessed value on a primary residence and \$600 annually for every \$100,000 of assessed value on a business property) for the duration of the District’s Bonds.”*

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require the signature of such end user acknowledging the foregoing.

10. Governing Document Amendment Requirement. Actions of the District that violate the limitations set forth in Section 5.02 or Article VII of the Governing Document shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

11. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later than March 31 of each year following the year in which the District was created, containing the information set forth in Section 8.01 of the Governing Document.

12. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

13. Maximum Debt Mill Levy. The “*Maximum Debt Mill Levy*” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt. The Maximum Debt Mill Levy for a District shall be as follows:

(a) For a District anticipated at the time of issuance of Debt to contain no residential property, the Maximum Debt Mill Levy shall be six (6) mills.

(b) For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be the lesser of (i) six (6) mills or (ii) a rate which, based upon an independent market study (or similar report) conducted in connection with, and prior to the issuance of Debt would result in a projected annual weighted average tax of not more than \$780 for residential units (based upon the projected number and product type of residences anticipated to be located within the District and assuming all residences qualify for the primary residential exemption). The annual \$780 initial tax limit described in 7.02(b)(ii) is stated in 2023 dollars and is subject to inflation in subsequent years as estimated in the market study. Further, any Maximum Debt Mill Levy established pursuant to this 7.02(b)(ii) at the time of issuance of Debt may be held constant after issuance and shall not be decreased as a result of increased valuations based on the assessed valuations of taxable property by the county assessor subsequent to the issuance of Debt.

(c) Determination of a Maximum Debt Mill Levy by a District in accordance with (b) above is binding and final.

(d) The Maximum Debt Mill Levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(e) The Districts may not overlap to impose mill levies that aggregate in excess of the applicable Maximum Debt Mill Levy as set forth herein.



(f) The Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

14. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within 31 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “*Maximum Debt Mill Levy Imposition Term*”).

15. Governing Document Controls. In the event of any conflict between the terms of this Interlocal Agreement and the Governing Document, the Governing Document shall control.

16. Tax Increment. The City covenants that it will not enter into any agreement which would require the Districts to share or remit any portion of such District’s property tax revenues with a community reinvestment agency, housing and transit reinvestment zone, or any related or successor agency or authority.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Firefly Public Infrastructure District  
Attn: Nate Shipp  
14034 South 145 East, Suite 204  
Draper, Utah 84020  
Phone: (801) 495-3414  
Email: [nate@daiutah.com](mailto:nate@daiutah.com)

To the City: Eagle Mountain City  
Attn: City Manager  
2565 North Pony Express Parkway  
Eagle Mountain, Utah 84005  
Email: [pjerome@emcity.org](mailto:pjerome@emcity.org)  
Phone: [pjerome@emcity.org](tel:pjerome@emcity.org)

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including

suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

22. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

23. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

24. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

25. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

27. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

28. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**FIREFLY  
PUBLIC INFRASTRUCTURE DISTRICT NO. 1**

---

, Chair

ATTEST

---

, Secretary

**EAGLE MOUNTAIN CITY**

---

TOM WESTMORELAND, Mayor

ATTEST

---

FIONNUALA B. KOFOED, City Recorder

**GOVERNING DOCUMENT**  
**FOR**  
**FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NO. 1**  
**EAGLE MOUNTAIN CITY, UTAH**

Prepared by

Farnsworth Johnson PLLC  
180 North University Avenue, Suite 260  
Provo, Utah 84601

Approved: July 5, 2023



## TABLE OF CONTENTS

|               |                                                                     |                                     |
|---------------|---------------------------------------------------------------------|-------------------------------------|
| ARTICLE I     | INTRODUCTION .....                                                  | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| Section 1.01. | Purpose and Intent .....                                            | <b>Error! Bookmark not defined.</b> |
| Section 1.02. | Need for the District .....                                         | <b>Error! Bookmark not defined.</b> |
| Section 1.03. | Objective of the City Regarding District’s Governing Document ..... | <b>Error! Bookmark not defined.</b> |
| ARTICLE II    | DEFINITIONS .....                                                   | <b>ERROR! BOOKMARK NOT DEFINED.</b> |
| Section 2.01. | Definitions .....                                                   | <b>Error! Bookmark not defined.</b> |
| ARTICLE III   | BOUNDARIES AND ANNEXATION .....                                     | 4                                   |
| Section 3.01. | Boundaries .....                                                    | 4                                   |
| Section 3.02. | Annexation and Withdrawal .....                                     | 4                                   |
| ARTICLE IV    | DISTRICT PROPERTIES .....                                           | 5                                   |
| Section 4.01. | Land Use and Population .....                                       | 5                                   |
| Section 4.02. | Land Use .....                                                      | 5                                   |
| Section 4.03. | No Approval of Development .....                                    | 5                                   |
| ARTICLE V     | POWERS, IMPROVEMENTS AND SERVICES .....                             | 5                                   |
| Section 5.01. | Powers of the District .....                                        | 5                                   |
| Section 5.02. | Limitations .....                                                   | 5                                   |
| Section 5.03. | Procurement .....                                                   | 7                                   |
| ARTICLE VI    | BOARD OF TRUSTEES .....                                             | 7                                   |
| Section 6.01. | Board Composition .....                                             | 7                                   |
| Section 6.02. | Transition to Elected Board .....                                   | 7                                   |
| Section 6.03. | Reelection and Reappointment; Vacancy .....                         | 8                                   |
| Section 6.04. | Compensation .....                                                  | 8                                   |
| Section 6.05. | Conflicts of Interest .....                                         | 8                                   |
| ARTICLE VII   | FINANCIAL PLAN .....                                                | 8                                   |
| Section 7.01. | General .....                                                       | 8                                   |
| Section 7.02. | Mill Levy .....                                                     | 9                                   |
| Section 7.03. | Debt Repayment Sources .....                                        | 9                                   |
| Section 7.04. | Debt Instrument Disclosure Requirement .....                        | 9                                   |
| Section 7.05. | Security for Debt .....                                             | 9                                   |
| Section 7.06. | Disclosure to Purchasers .....                                      | 10                                  |
| Section 7.07. | District's Operating Costs .....                                    | 10                                  |
| ARTICLE VIII  | MISCELLANEOUS .....                                                 | 10                                  |
| Section 8.01. | Annual Report .....                                                 | 10                                  |
| Section 8.02. | Amendments .....                                                    | 11                                  |
| Section 8.03. | Dissolution .....                                                   | 12                                  |
| Section 8.04. | Interlocal Agreement .....                                          | 12                                  |
| Section 8.05. | Tax Increment .....                                                 | 12                                  |

**GOVERNING DOCUMENT FOR  
FIREFLY PUBLIC IMPROVEMENT DISTRICT NO. 1**

**ARTICLE I  
INTRODUCTION**

***Section 1.01 Purpose and Intent.*** The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

***Section 1.02 Need for the District.*** There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

***Section 1.03 Objective of the City Regarding District's Governing Document.***

(a) The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt that is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

(b) This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs.

(c) It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

(d) The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy that shall not exceed the Maximum Debt Mill Levy on taxable properties and that shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## ARTICLE II

### Definitions

**Section 2.01 Definitions.** Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Governing Document and of any other document herein mentioned, have the meanings herein specified.

“*Annexation Area Boundaries*” means the boundaries of the area described in the legal description included in *Exhibit A* that have been approved by the City for annexation into the District upon the meeting of certain requirements.

“*Annexation Area Boundary Map*” means the map attached hereto as *Exhibit C*, describing the property proposed for annexation within the District.

“*Approved Development Plan*” means a final development site plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code, as amended from time to time. The Approved Development Plan shall also contain (or shall be separately approved by the City) a plan of finance demonstrating that the Bonds and other sources of funding are sufficient to construct the Public Improvements. For purposes of this Governing Document, the Amended and Restated Master Development Agreement for the Firefly Development, dated July 5, 2023, as may subsequently be amended or restated, shall constitute an Approved Development Plan.

“*Assessment*” means assessments levied in an assessment area created within the District.

“*Board*” means the Board of Trustees of the District.

“*Bond, Bonds or Debt*” means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

“*City*” means Eagle Mountain City, Utah.

“*City Code*” means the City Code of the City.

“*City Council*” means the City Council of Eagle Mountain City, Utah.

“*C-PACE Act*” means Title 11, Chapter 42a of the Utah Code, as amended from time to time.

“*C-PACE Bonds*” means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

“*C-PACE Assessments*” means assessments levied under the C-PACE Act.

“*District*” means the Firefly Public Infrastructure District No. 1.

“*District Area*” means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

“*Districts*” means collectively, the District, Firefly Public Infrastructure District No. 2, Firefly Public Infrastructure District No. 3, Firefly Public Infrastructure District No. 4, Firefly Public Infrastructure

District No. 5, Firefly Public Infrastructure District No. 6, Firefly Public Infrastructure District No. 7, Firefly Public Infrastructure District No. 8, Firefly Public Infrastructure District No. 9 and Firefly Public Infrastructure District No. 10, contemplated to be created contemporaneously with one another and overlapping on certain properties.

*“End User”* means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a commercial property owner or commercial tenant obligated to pay property taxes pursuant to the terms of their lease is an End User. The business entity that constructs homes or commercial structures is not an End User.

*“Fees”* means any fee imposed by the District for administrative services provided by the District.

*“Financial Plan”* means the Financial Plan described in Article VII that describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

*“General Obligation Debt”* means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

*“Governing Document”* means this Governing Document for the District approved by the City Council.

*“Governing Document Amendment”* means an amendment to the Governing Document approved by the City Council in accordance with the City’s ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

*“Initial District Boundaries”* means the boundaries of the area described in the Initial District Boundary Map.

*“Initial District Boundary Map”* means the map attached hereto as Exhibit C, describing the District’s initial boundaries.

*“Limited Tax Debt”* means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District that may not exceed the Maximum Debt Mill Levy.

*“Special District Act”* means Title 17B of the Utah Code, as amended from time to time.

*“Maximum Debt Mill Levy”* means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section 7.02 below.

*“Maximum Debt Mill Levy Imposition Term”* means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section 7.01 below.

*“Municipal Advisor”* means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.



“*Project*” means the development or property commonly referred to as the Firefly Development.

“*PID Act*” means Title 17D, Chapter 4 of the Utah Code, as amended from time to time.

“*Public Improvements*” means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section 5.02 below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

“*Regional Improvements*” means Public Improvements and facilities that benefit the District Area and that are to be financed pursuant to Section 5.01 below.

“*State*” means the State of Utah.

“*Taxable Property*” means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

“*Trustee*” means a member of the Board.

“*Utah Code*” means the Utah Code Annotated 1953, as amended.

### **ARTICLE III BOUNDARIES AND ANNEXATION**

**Section 3.01 Boundaries.** The area of the Initial District Boundaries includes approximately 0.10 acres and the total area proposed to be included in the Annexation Area Boundaries is approximately 2,668 acres. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial District Boundaries and a map of the Annexation Area Boundaries is attached hereto as Exhibit C. It is anticipated that the District’s boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Section 3.02 below.

**Section 3.02 Annexation and Withdrawal.**

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution, has consented to the withdrawal of any area within the District Boundaries from the District. An area within the District Boundaries may only be withdrawn from the District upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such withdrawal. Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(c) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(d) Annexation or withdrawal of any area in accordance with this Section 3.02 shall not constitute an amendment of this Governing Document.

#### **ARTICLE IV DISTRICT PROPERTIES**

**Section 4.01 Land Use and Population.** The District Area is expected to consist of residential and commercial/industrial land. The population of the District at build-out is estimated to be approximately 38,236 people.

**Section 4.02 Land Use.** The current assessed valuation of the District Area is \$55,408,400 for purposes of this Governing Document and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

**Section 4.03 No Approval of Development.** Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

#### **ARTICLE V POWERS, IMPROVEMENTS, AND SERVICES**

**Section 5.01 Powers of the District.**

(a) The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

(b) The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements that may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$300,000,000. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, or Federal requirements.

(c) The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

**Section 5.02 Limitations.**

(a) **Operation and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners' association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. Trails that are interconnected with a city or regional trail system

shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

(b) Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and shall be in accordance with the requirements of the Approved Development Plan. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

(c) Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

*We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.*

*We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.*

(d) Overlap Limitation. The Districts shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area that will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

(e) Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

(f) Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of an aggregate amount of \$500,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the Districts. The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

(g) Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

- (i) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

- (ii) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

**Section 5.03 Procurement.** The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by a third-party surveyor or engineer and approved by the City Engineer or their designee.

## **ARTICLE VI BOARD OF TRUSTEES**

### **Section 6.01 Board Composition.**

(a) The Board shall be composed of three Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at-large seats. Trustee terms shall be staggered with initial terms as follows: Trustee 1 shall serve an initial term of four years; Trustees 2 and 3 shall serve an initial term of six years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

(b) The initial Trustees shall be:

- (i) Trustee 1: Bryan Flamm
- (ii) Trustee 2: Jared Westhoff
- (iii) Trustee 3: Nate Shipp

**Section 6.02 Transition to Elected Board.** At the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated Units”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. Respective board seats shall transition from appointed to elected seats according to the following milestones:

(a) Trustee 1 shall transition to an elected seat upon certificates of occupancy being issued for 50% of the Anticipated Units.

(b) Trustee 2 shall transition to an elected seat upon certificates of occupancy being issued for 75% of the Anticipated Units.

(c) Trustee 3 shall transition to an elected seat upon certificates of occupancy being issued for 90% of the Anticipated Units.



**Section 6.03    *Reelection and Reappointment; Vacancy.***

(a) Upon the expiration of a Trustee's respective term, any seat that has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat that has transitioned to an elected seat shall be elected pursuant to an election held for such purpose; provided, however, any Trustee appointed by the City Council shall be an owner of land or an agent or officer of the owner of land within the boundaries of the District. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

(b) Any vacancy on the Board shall be filled pursuant to the Special District Act.

**Section 6.04    *Compensation.*** Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

**Section 6.05    *Conflicts of Interest.*** Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

**ARTICLE VII  
FINANCIAL PLAN**

**Section 7.01    *General.***

(a) The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, and other legally available revenues. The Districts shall not issue Debt in excess of the amount set forth in Section 5.02(f).

(b) The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

(c) The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

(d) Each bond issued by the District shall mature within 31 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the "*Maximum Debt Mill Levy Imposition Term*").

**Section 7.02 Mill Levy.** The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt. The Maximum Debt Mill Levy for a District shall be as follows:

(a) For a District anticipated at the time of issuance of Debt to contain no residential property, the Maximum Debt Mill Levy shall be six (6) mills.

(b) For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be the lesser of (i) six (6) mills or (ii) a rate which, based upon an independent market study (or similar report) conducted in connection with, and prior to the issuance of Debt would result in a projected annual weighted average tax of not more than \$780 for residential units (based upon the projected number and product type of residences anticipated to be located within the District and assuming all residences qualify for the primary residential exemption). The annual \$780 initial tax limit described in 7.02(b)(ii) is stated in 2023 dollars and is subject to inflation in subsequent years as estimated in the market study. Further, any Maximum Debt Mill Levy established pursuant to this 7.02(b)(ii) at the time of issuance of Debt may be held constant after issuance and shall not be decreased as a result of increased valuations based on the assessed valuations of taxable property by the county assessor subsequent to the issuance of Debt.

(c) The Maximum Debt Mill Levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(d) The Districts may not overlap to impose mill levies that aggregate in excess of the applicable Maximum Debt Mill Levy as set forth herein.

(e) The Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

**Section 7.03 Debt Repayment Sources.**

(a) The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service, subject to Section 7.02. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as otherwise provided in this Governing Document, the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt or pursuant to an Interlocal Agreement between the District and the City for Regional Improvements.

(b) The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

**Section 7.04 Debt Instrument Disclosure Requirement.** In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

*By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal*

*of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.*

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

**Section 7.05 Security for Debt.** The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

**Section 7.06 Disclosure to Purchasers.**

(a) Within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lt. Governor of the State creating the District, the Board shall record a notice with the recorder of Utah County. Such notice shall (i) contain a description of the boundaries of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (iv) state the Maximum Debt Mill Levy of the District; and (v) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

(b) In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

- (i) All of the information set forth in Section 7.06(a);
- (ii) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

*“Under its current plan of finance, the District expects to levy a property tax in the amount of 6 mills (approximately \$330 annually for every \$100,000 of assessed value on a primary residence and \$600 annually for every \$100,000 of assessed value on a business property) for the duration of the District's Bonds.”*

- (iii) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require the signature of such end user acknowledging the foregoing.

**Section 7.07 District's Operating Costs.** The estimated cost of acquiring land, engineering services, legal services, and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$1,000,000, which will be eligible for reimbursement from Debt proceeds. In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately \$50,000 which is anticipated to be derived from property taxes and other revenues.

**ARTICLE VIII**  
**MISCELLANEOUS**

***Section 8.01    Annual Report.***

(a) The District shall be responsible for submitting an annual report to the City Recorder no later than 210 days following the end of such District's fiscal year following the year in which the District was created.

(b) The annual report shall include information as to any of the following:

- (i) Boundary changes made or proposed to the District's boundary as of December 31 of the prior year;
- (ii) List of current interlocal agreements, if changed (to be delivered to the City upon request);
- (iii) Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- (iv) District office contact information;
- (v) Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- (vi) A summary of any litigation that involves the District Public Improvements as of December 31 of the prior year;
- (vii) Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year;
- (viii) A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
- (ix) Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
- (x) The assessed valuation of the District for the current year;
- (xi) Current year budget including a description of the Public Improvements to be constructed in such year;
- (xii) The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after March 31);



- (xiii) Notice of any uncured events of default by the District that continue beyond a 90-day period, under any Debt instrument; and
- (xiv) Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, that continue beyond a 90-day period.

***Section 8.02   Amendments.***

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District that violate the limitations set forth in Section 5.02 above or in Article VII shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City Council and the Board approving such amendment.

***Section 8.03   Dissolution.*** Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

***Section 8.04   Interlocal Agreement.*** The form of the Interlocal Agreement relating to the limitations imposed on the District's activities is attached hereto as *Exhibit D*. The District shall approve the Interlocal Agreement in the form attached as *Exhibit D* at its first Board meeting after its organizational election. In the event of any conflict between the terms of this Governing Document and the Interlocal Agreement, this Governing Document shall control. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as *Exhibit D* at the public hearing approving the Governing Document.

***Section 8.05   Tax Increment.*** The City covenants that it will not enter into any agreement which would require the District to share or remit any portion of the District's property tax revenues with a community reinvestment agency, housing and transit reinvestment zone, or any related or successor agency or authority.

**EXHIBIT A**  
*Legal Descriptions*

FIREFLY PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE SOUTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 666.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG THE NORTH LINE OF 2500 NORTH STREET 45.43 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 41.69 FEET TO THE EASTERLY LINE OF SAID REAL PROPERTY; THENCE ALONG SAID REAL PROPERTY S00°38'46"E ALONG SAID REAL PROPERTY 100.07 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

ANNEXATION AREA

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF 209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A', THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF 66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89°34'58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET;

(2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S.356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

Including:

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TYSON SUBDIVISION TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 17, A DISTANCE OF 2668.91 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 2158.28 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S

15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.6701 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

INCLUDING:

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF



SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALOGN SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0°38'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°23'25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

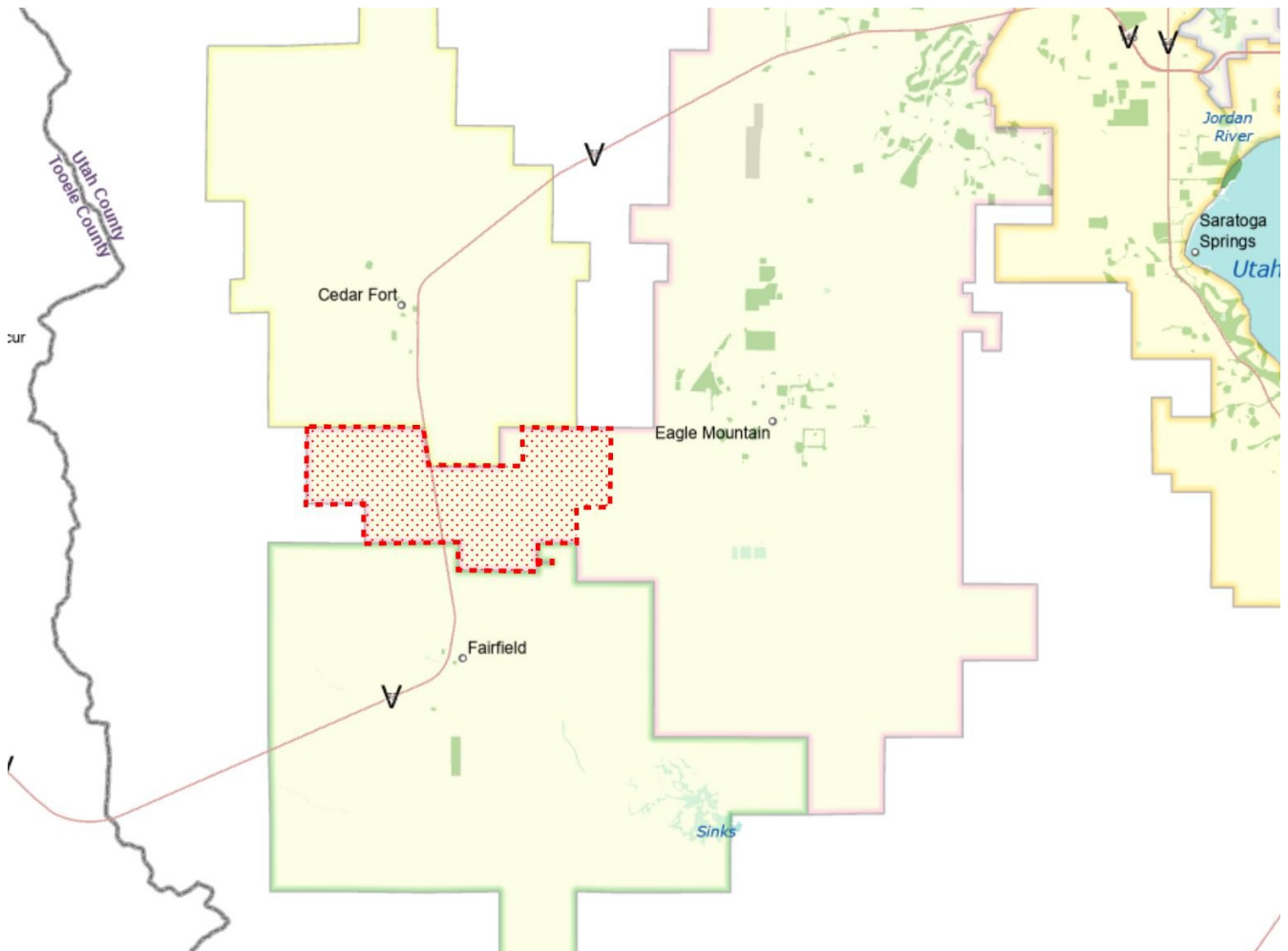
INCLUDING:

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID WEAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING

CONTAINS: 100.0 AC

**EXHIBIT B**  
*Vicinity Map*





**EXHIBIT D**

**INTERLOCAL AGREEMENT BETWEEN  
EAGLE MOUNTAIN CITY, UTAH  
AND  
FIREFLY PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Eagle Mountain City, Utah, a municipal corporation of the State of Utah (“City”), and Firefly Public Infrastructure District, a political subdivision of the State of Utah (the “District”). The City and the District are collectively referred to as the Parties.

**RECITALS**

A. The District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on July 5<sup>th</sup>, 2023 (“*Governing Document*”); and

B. The Governing Document refers to the execution of an Interlocal Agreement between the City and the District; and

C. The City and the District have determined that it is in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement (“*Agreement*”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The District may dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto. A third party, such as an owners’ association, may provide for the operation and maintenance of all or a portion of the Public Improvements. Trails that are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

4. Overlap Limitation. The District shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of

any other public infrastructure district organized under the PID Act within the District Area that will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

5. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

6. Total Debt Issuance. The Districts, collectively, shall not issue Debt in excess of an aggregate amount of \$500,000,000. This amount excludes any portion of bonds issued to refund a prior issuance of debt by any of the District. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

7. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or that results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

8. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

9. Disclosure to Purchasers. Within thirty (30) days of the approval of lieutenant governor’s approval the District, the Board shall record a notice with the recorder of Utah County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City. In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(a) All of the information in Section 7.06(a) of the Governing Document;



(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

*“Under its current plan of finance, the District expects to levy a property tax in the amount of 6 mills (approximately \$330 annually for every \$100,000 of assessed value on a primary residence and \$600 annually for every \$100,000 of assessed value on a business property) for the duration of the District’s Bonds.”*

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require the signature of such end user acknowledging the foregoing.

10. Governing Document Amendment Requirement. Actions of the District that violate the limitations set forth in Section 5.02 or Article VII of the Governing Document shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

11. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later than March 31 of each year following the year in which the District was created, containing the information set forth in Section 8.01 of the Governing Document.

12. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

13. Maximum Debt Mill Levy. The “*Maximum Debt Mill Levy*” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt. The Maximum Debt Mill Levy for a District shall be as follows:

(a) For a District anticipated at the time of issuance of Debt to contain no residential property, the Maximum Debt Mill Levy shall be six (6) mills.

(b) For a District anticipated at the time of issuance of Debt to contain residential property, the Maximum Debt Mill Levy shall be the lesser of (i) six (6) mills or (ii) a rate which, based upon an independent market study (or similar report) conducted in connection with, and prior to the issuance of Debt would result in a projected annual weighted average tax of not more than \$780 for residential units (based upon the projected number and product type of residences anticipated to be located within the District and assuming all residences qualify for the primary residential exemption). The annual \$780 initial tax limit described in 7.02(b)(ii) is stated in 2023 dollars and is subject to inflation in subsequent years as estimated in the market study. Further, any Maximum Debt Mill Levy established pursuant to this 7.02(b)(ii) at the time of issuance of Debt may be held constant after issuance and shall not be decreased as a result of increased valuations based on the assessed valuations of taxable property by the county assessor subsequent to the issuance of Debt.

(c) The Maximum Debt Mill Levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(d) The Districts may not overlap to impose mill levies that aggregate in excess of the applicable Maximum Debt Mill Levy as set forth herein.

(e) The Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

14. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within 31 years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding 40 years from the date of issuance of such bond (the “*Maximum Debt Mill Levy Imposition Term*”).

15. Tax Increment. The City covenants that it will not enter into any agreement which would require the Districts to share or remit any portion of such District’s property tax revenues with a community reinvestment agency, housing and transit reinvestment zone, or any related or successor agency or authority.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:        Firefly Public Infrastructure District  
                                 Attn: Nate Shipp  
                                 14034 South 145 East, Suite 204  
                                 Draper, Utah 84020  
                                 Phone: (801) 495-3414  
                                 Email: [nate@daiutah.com](mailto:nate@daiutah.com)

To the City:             Eagle Mountain City  
                                 Attn: City Manager  
                                 2565 North Pony Express Parkway  
                                 Eagle Mountain, Utah 84005  
                                 Email: [pjerome@emcity.org](mailto:pjerome@emcity.org)  
                                 Phone: [pjerome@emcity.org](tel:313)

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

18. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

19. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

21. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

23. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

24. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

27. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**FIREFLY  
PUBLIC INFRASTRUCTURE DISTRICT NO. 1**

ATTEST

\_\_\_\_\_  
, Chair

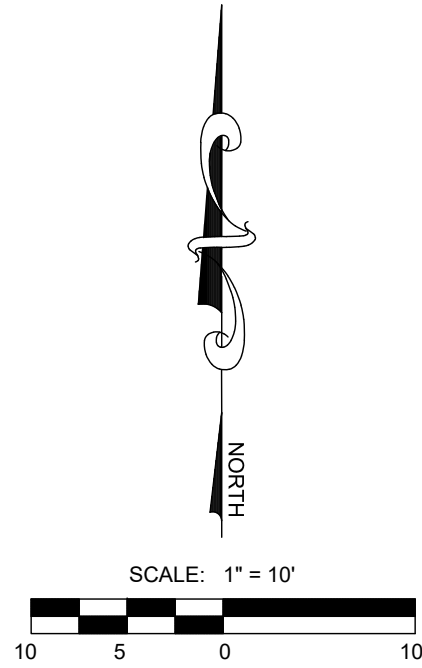
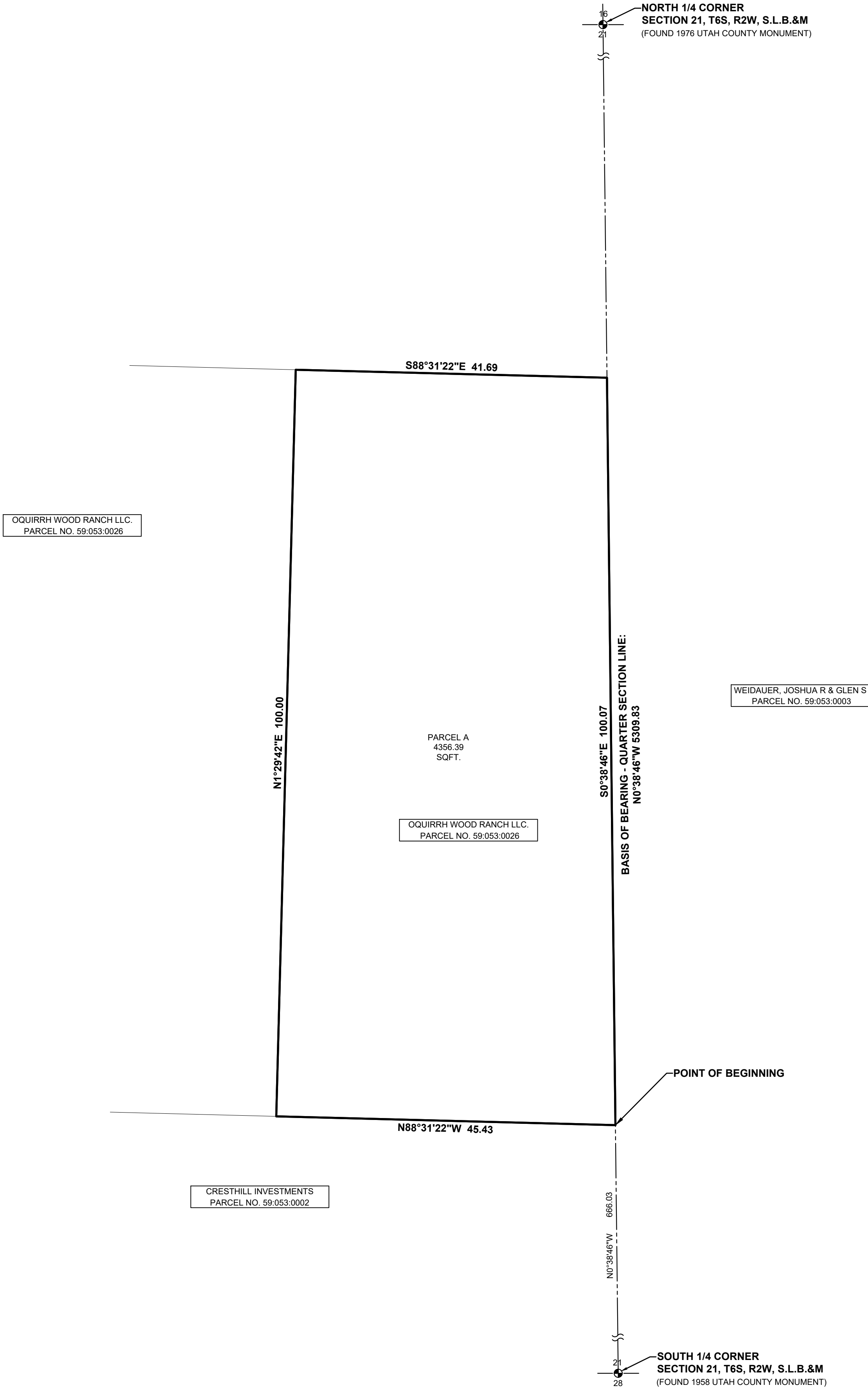
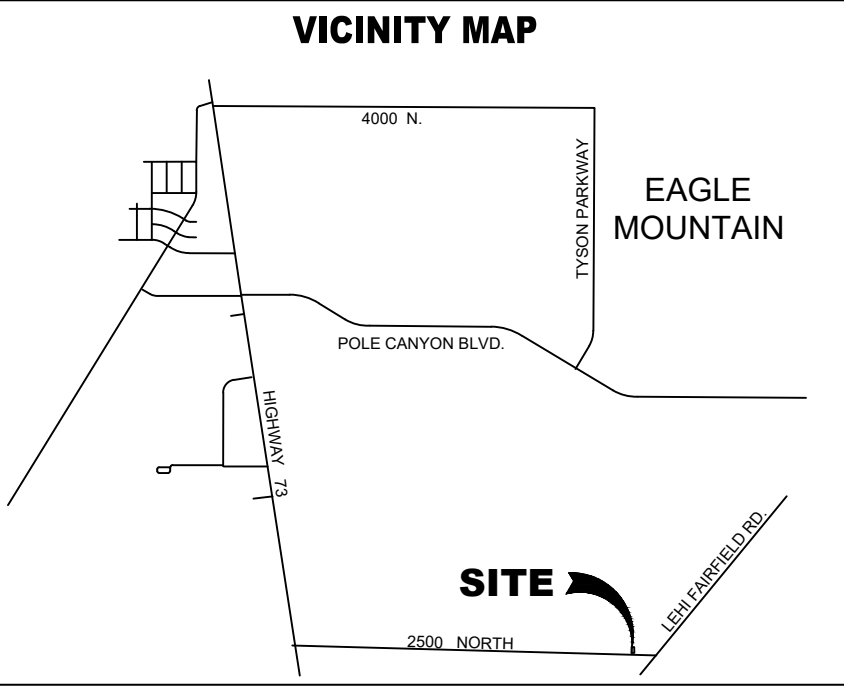
\_\_\_\_\_  
, Secretary

**EAGLE MOUNTAIN CITY**

ATTEST

\_\_\_\_\_  
TOM WESTMORELAND, Mayor

\_\_\_\_\_  
FIONNUALA B. KOFOED, City Recorder



**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

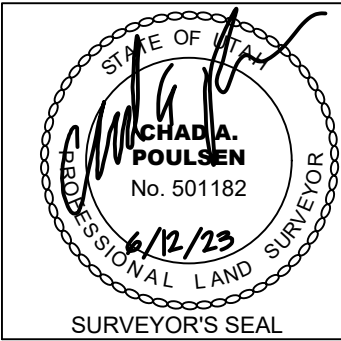
**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE SOUTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 666.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG THE NORTH LINE OF 2500 NORTH STREET 45.43 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 41.69 FEET TO THE EASTERLY LINE OF SAID REAL PROPERTY; THENCE ALONG SAID REAL PROPERTY S00°38'46"E ALONG SAID REAL PROPERTY 100.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182  
June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #1.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

- THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
- ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #1**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

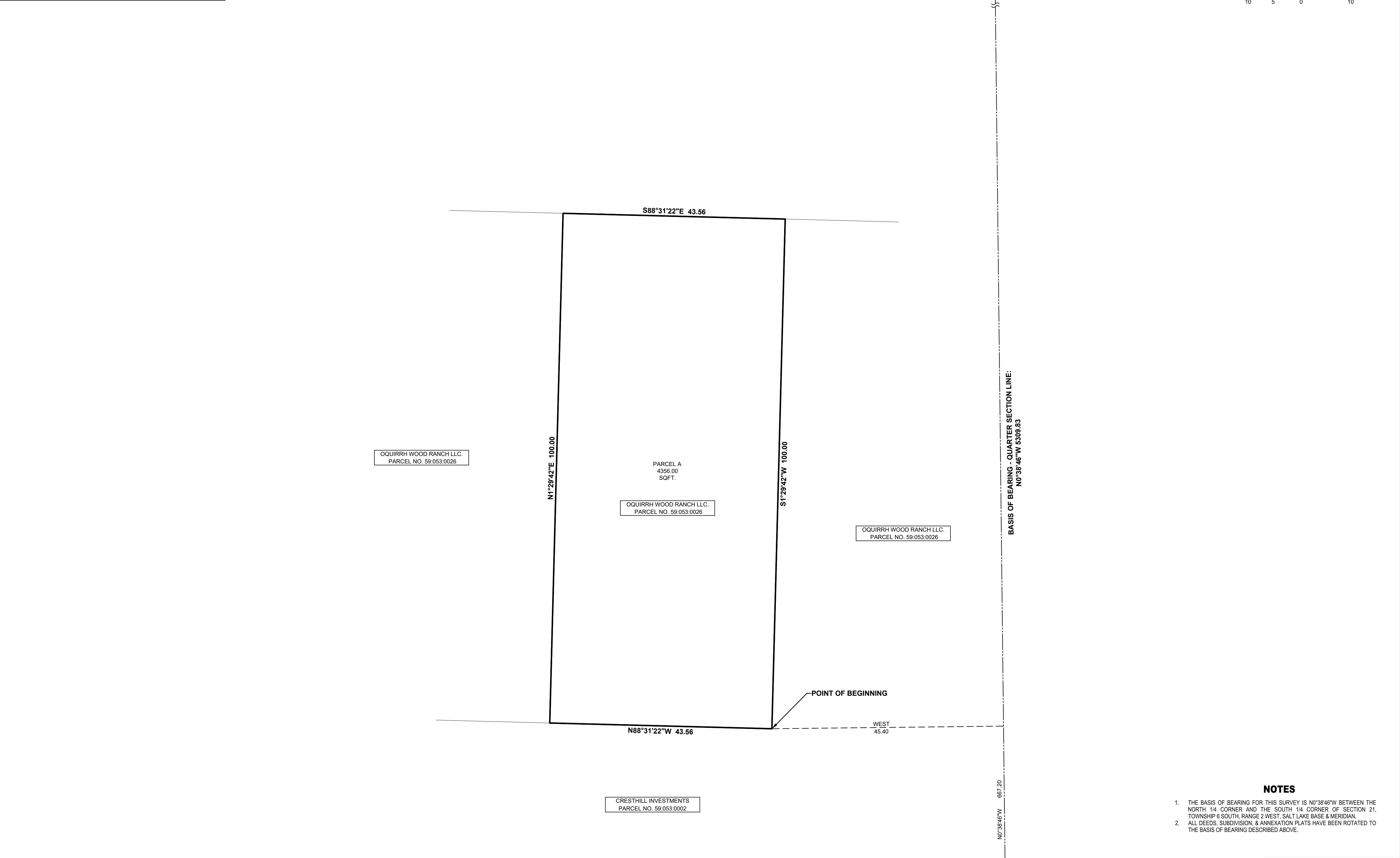
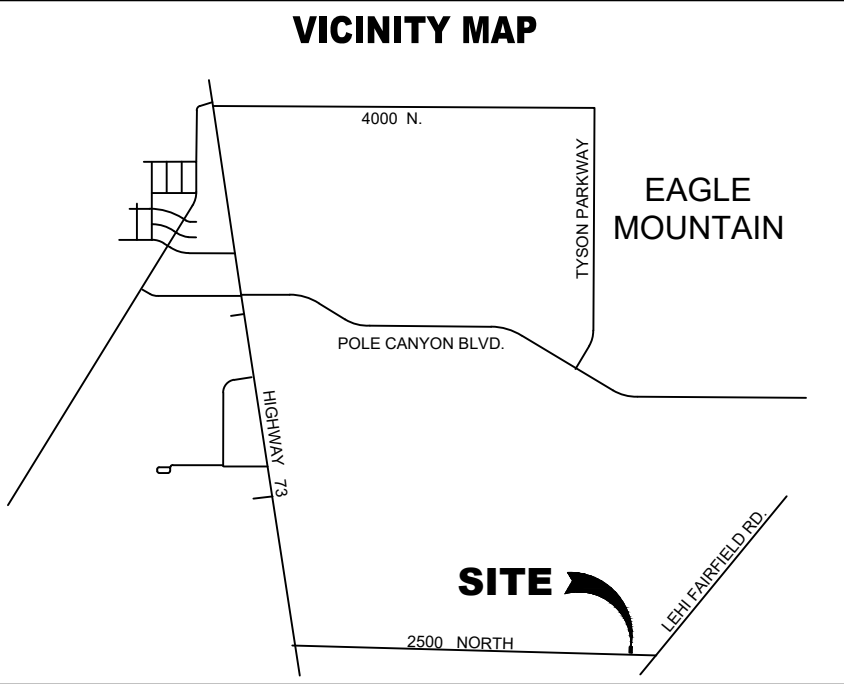
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

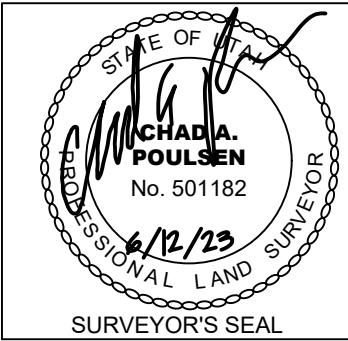
BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 667.20 FEET AND WEST 45.40 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

EAGLE MOUNTAIN CITY ACCEPTANCE

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #2.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT  
FIREFLY PUBLIC  
INFRASTRUCTURE DISTRICT #2

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

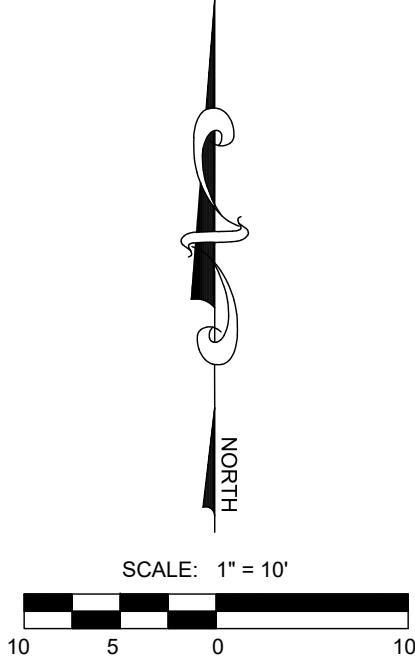
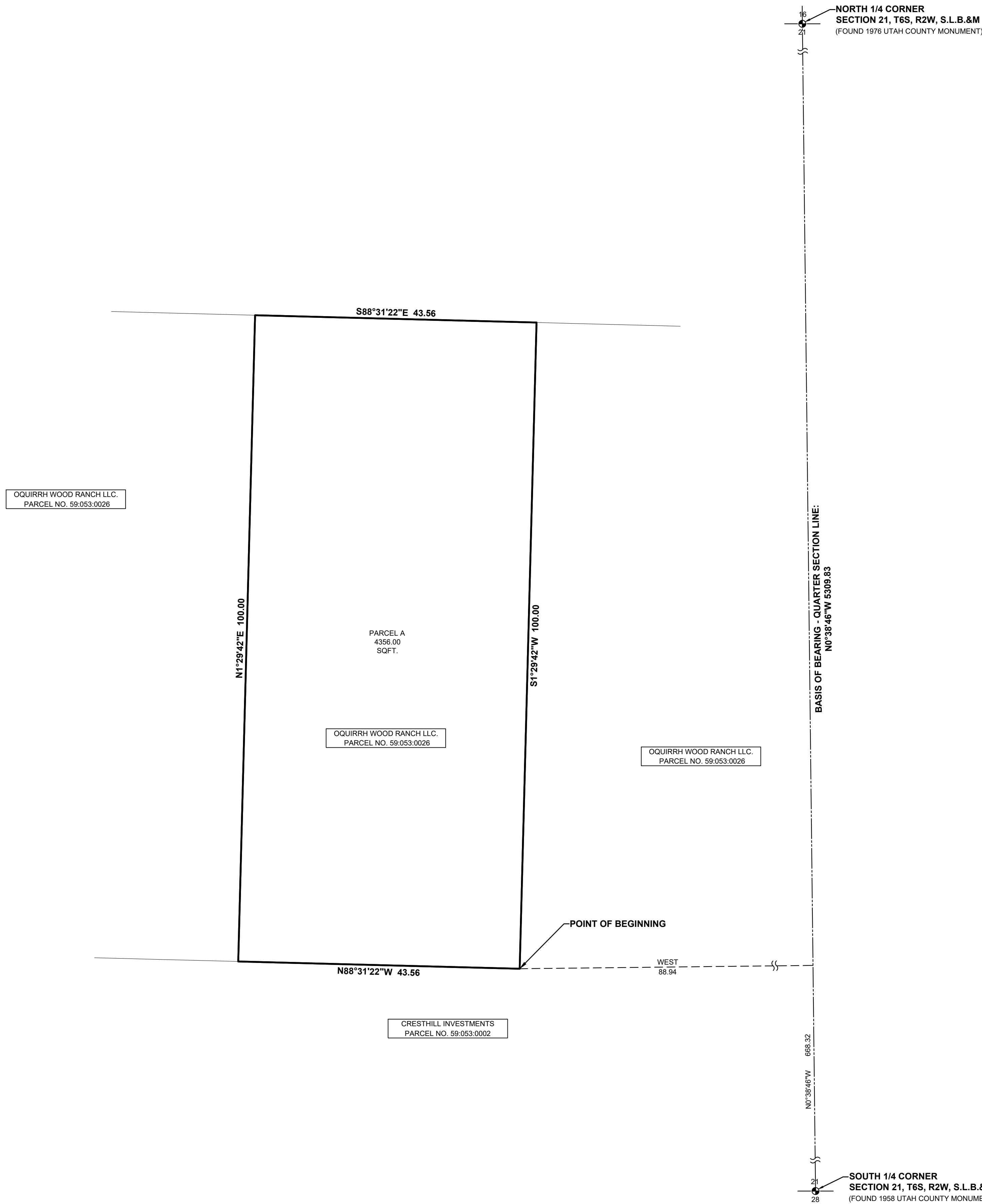
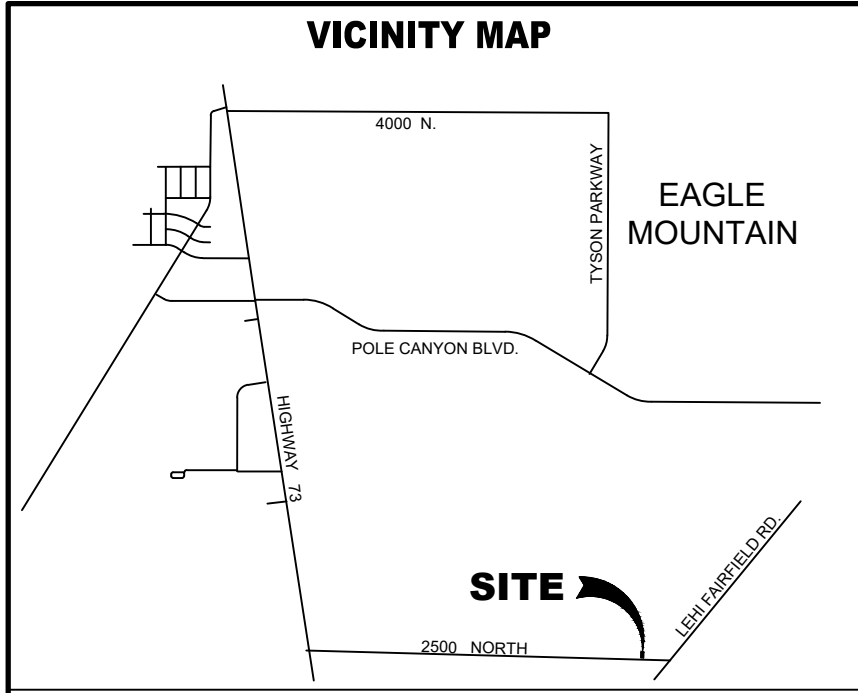
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spanish Fork, UT 84600  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**BOUNDARY DESCRIPTION**

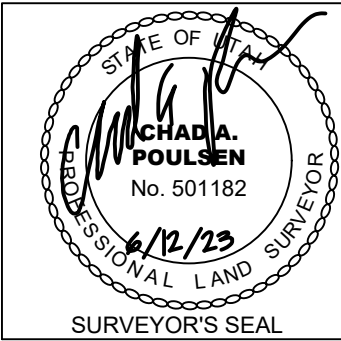
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 668.32 FEET AND WEST 88.94 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #3.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**

**FIREFLY PUBLIC**

**INFRASTRUCTURE DISTRICT #3**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 10 FEET

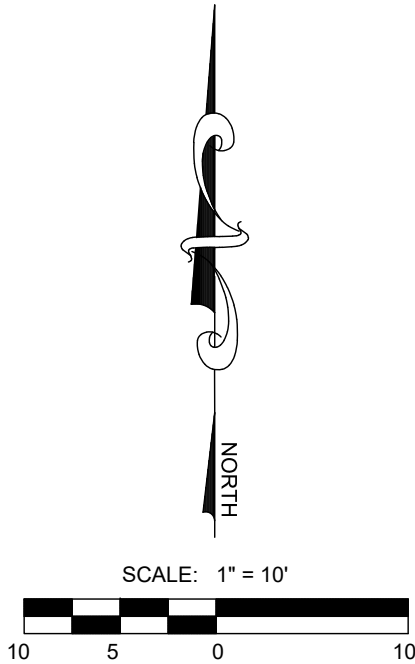
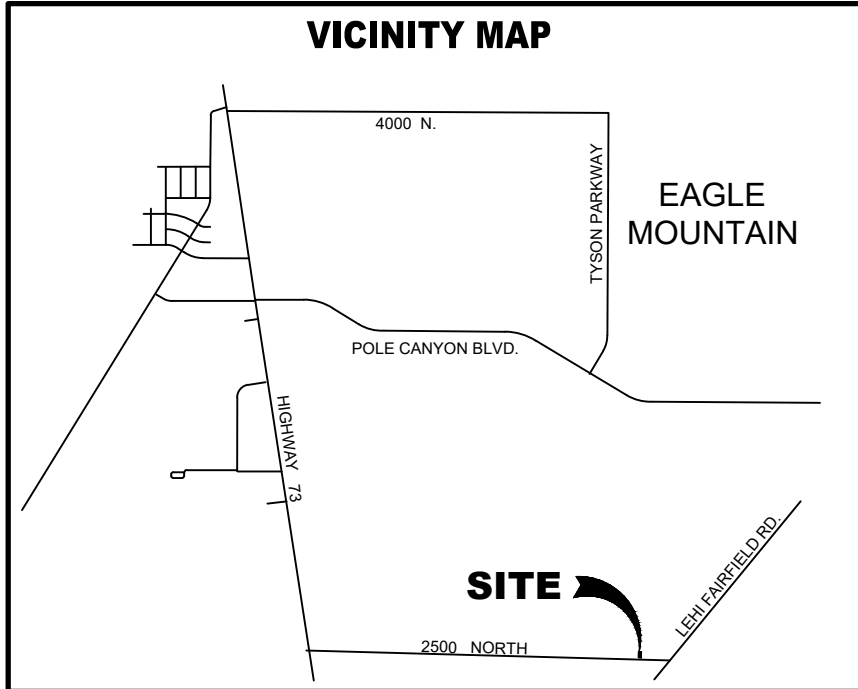
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





- NOTES**
- THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
  - ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**BOUNDARY DESCRIPTION**

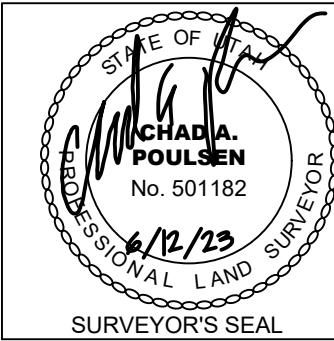
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 669.45 FEET AND WEST 132.47 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET; TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #4.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**FINAL LOCAL ENTITY PLAT**

**FIREFLY PUBLIC**

**INFRASTRUCTURE DISTRICT #4**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

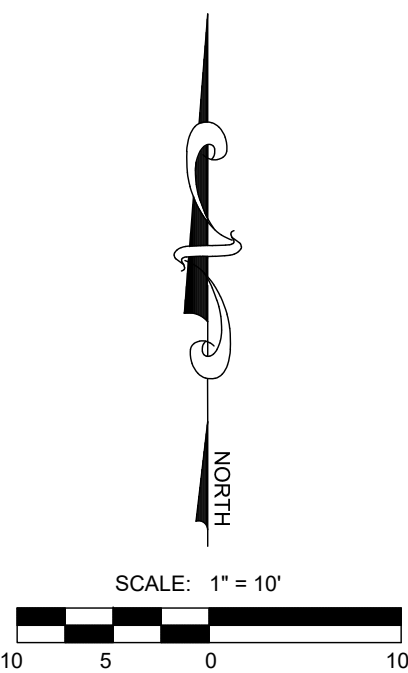
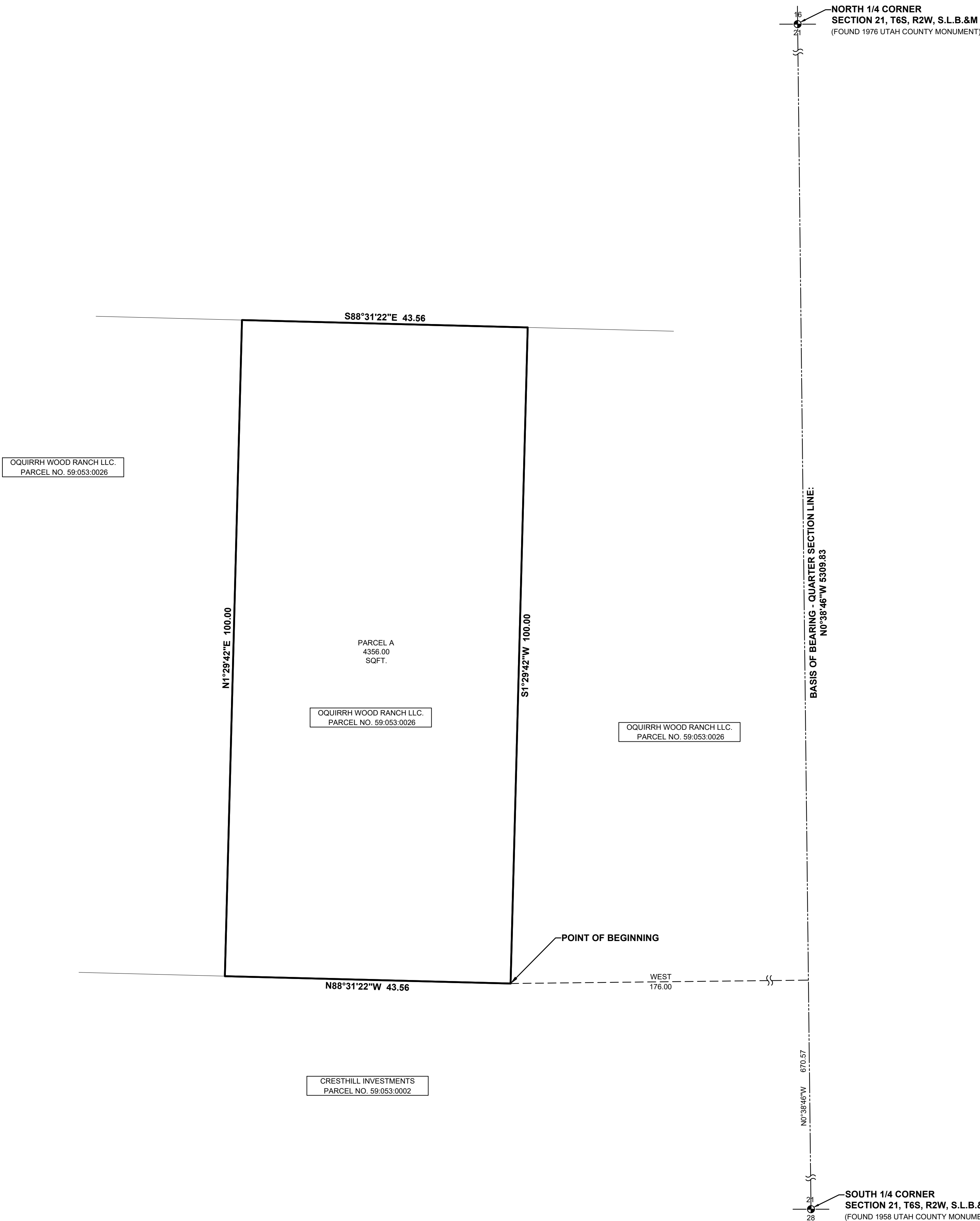
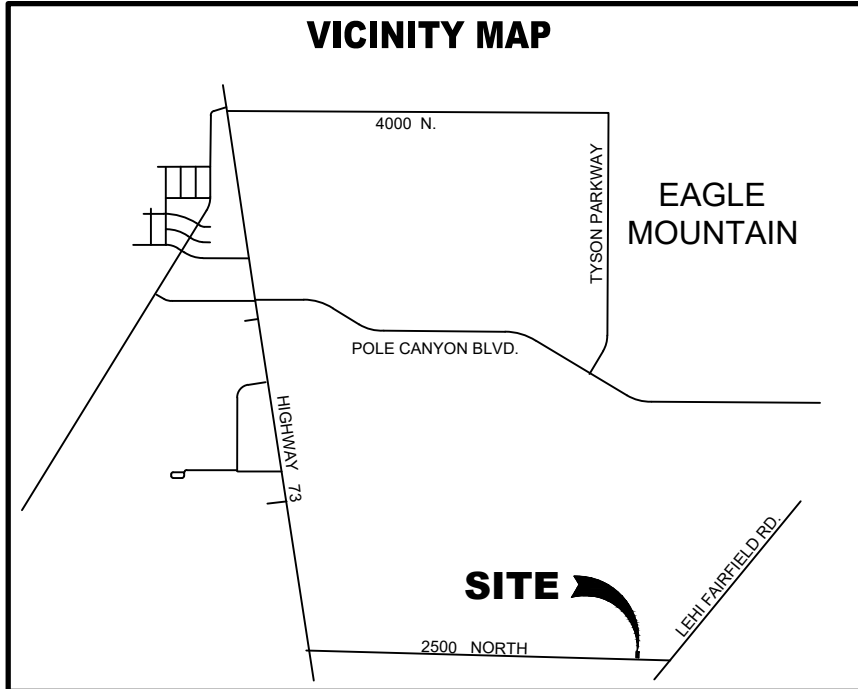
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

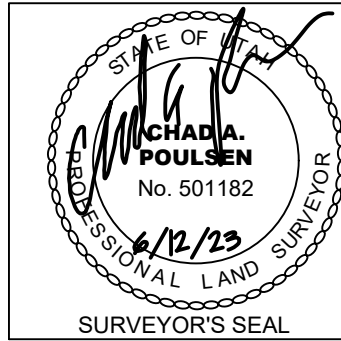
I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 570.57 FEET AND WEST 176.00 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182  
June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #5.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**

**FIREFLY PUBLIC**

**INFRASTRUCTURE DISTRICT #5**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

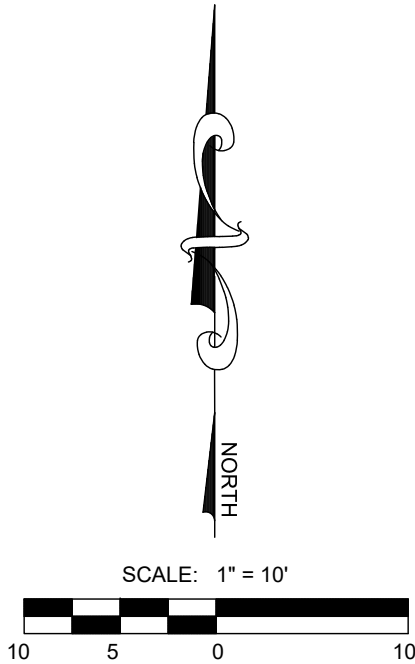
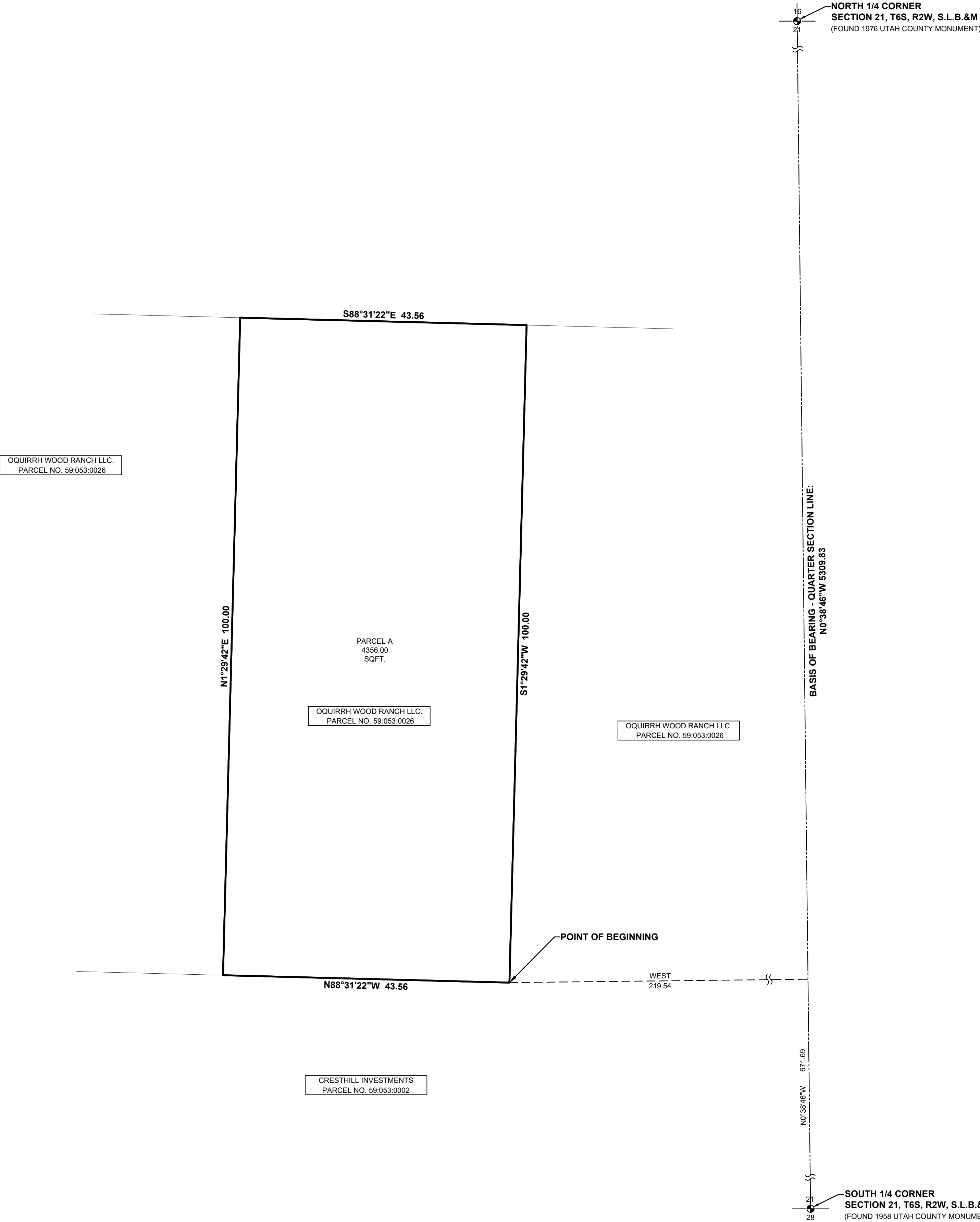
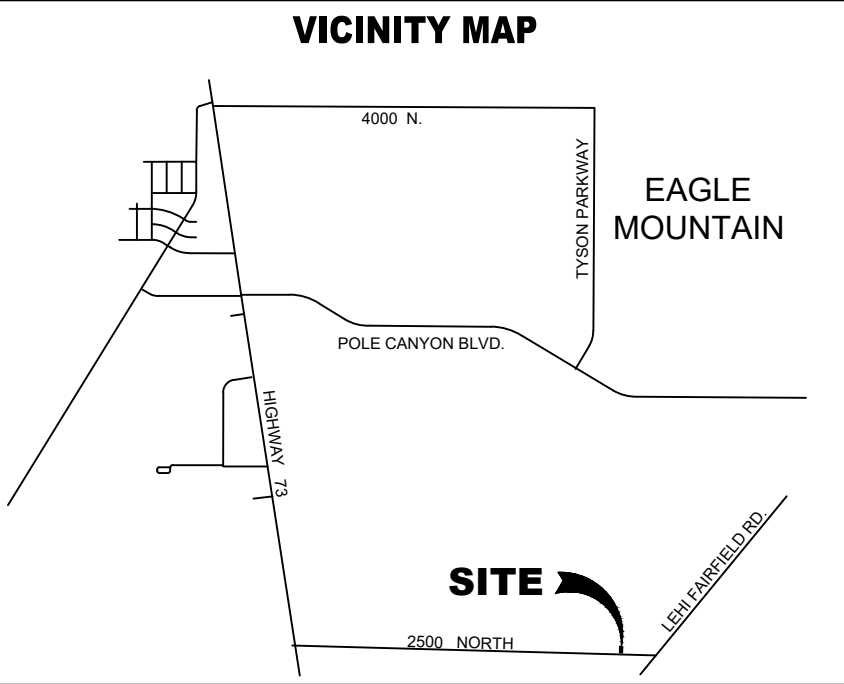
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

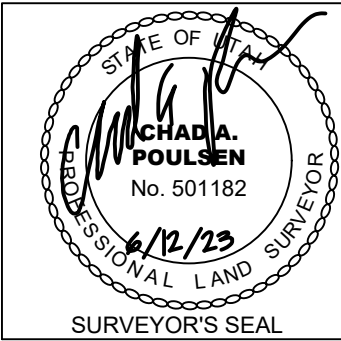
**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 671.69 FEET AND WEST 219.54 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182  
June 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #6.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

- THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
- ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #6**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

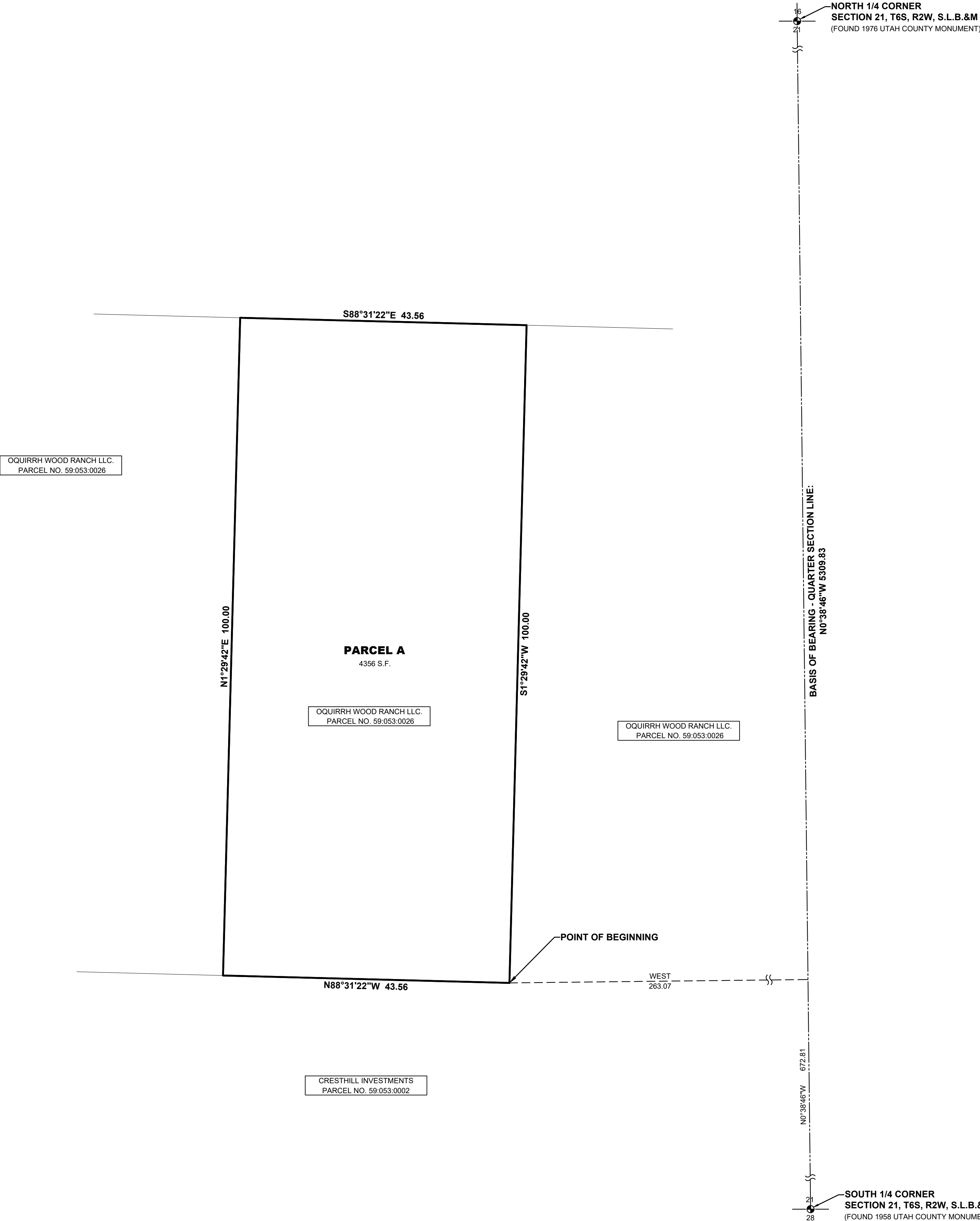
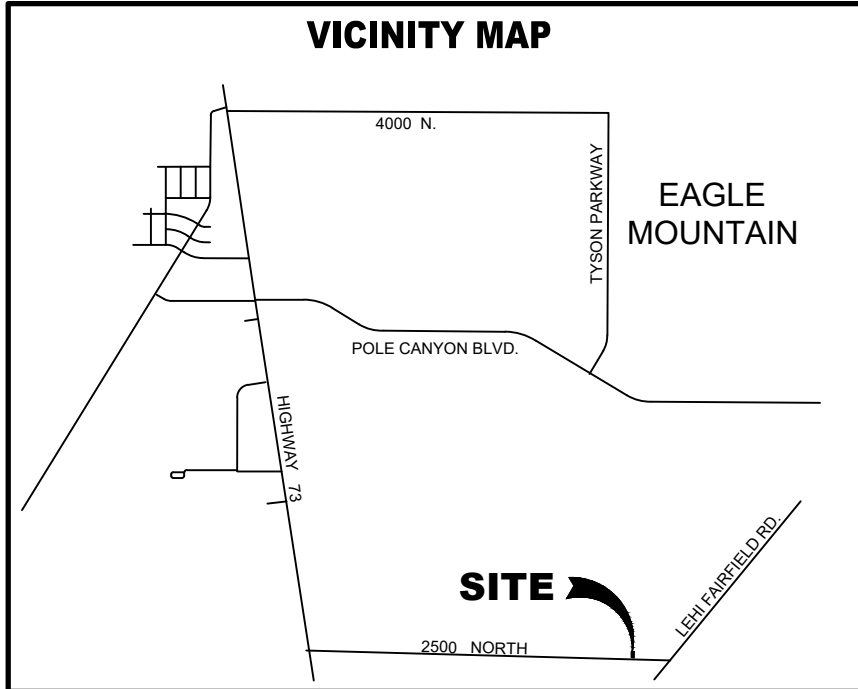
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 672.81 FEET AND WEST 263.07 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

June 12th, 2023

DATE

SURVEYOR'S SEAL

**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

\_\_\_\_\_  
COUNTY SURVEYOR

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #7.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
RECORDER



**FINAL LOCAL ENTITY PLAT**

**FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #7**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 10 FEET

UTAH COUNTY RECORDER



**VICINITY MAP**

The map shows a large rectangular area labeled "EAGLE MOUNTAIN" on the right. To the left of this area is "POLE CANYON BLVD.". Further left is a road labeled "S. NORTHERN". To the right of the main rectangular area is a road labeled "LEONA PARK BLVD.". A curved arrow points from the word "SITE" to a specific location on Pole Canyon Blvd. near Leona Park Blvd. Other labels include "4000' N." at the top and "2500' NORTH" at the bottom. A small building icon is located on the left side of the map.

I, CAHD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N01°38'46"W ALONG THE QUARTER SECTION LINE 673.94 FEET AND WEST 306.80 FOOT FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N81°12'27"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET, THENCE S88°31'22"E 43.56 FEET, THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±10 ACRES  
±4,356 SQ. FT.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

SCALE: 1" = 10'



A horizontal graphic scale bar with alternating black and white segments. Below the bar, the numbers 10, 5, 0, and 1 are marked from left to right, representing feet.

A circular surveyor's seal for Chad A. Poulsen, State of Illinois, No. 501182. The seal features a signature across the top and the date 6/12/23 at the bottom. The text "STATE OF ILLINOIS" is at the top, "CHAD A. POULSEN" is in the center, and "No. 501182" is below the name. The words "PROFESSIONAL LAND SURVEYOR" are written around the bottom half of the circle. Below the seal, the text "SURVEYOR'S SEAL" is printed.

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS  
A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #8

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDED

RECORDED'S SEAL

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #8**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

---

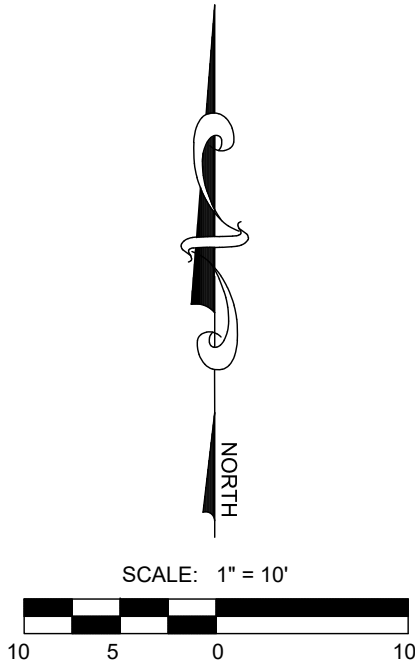
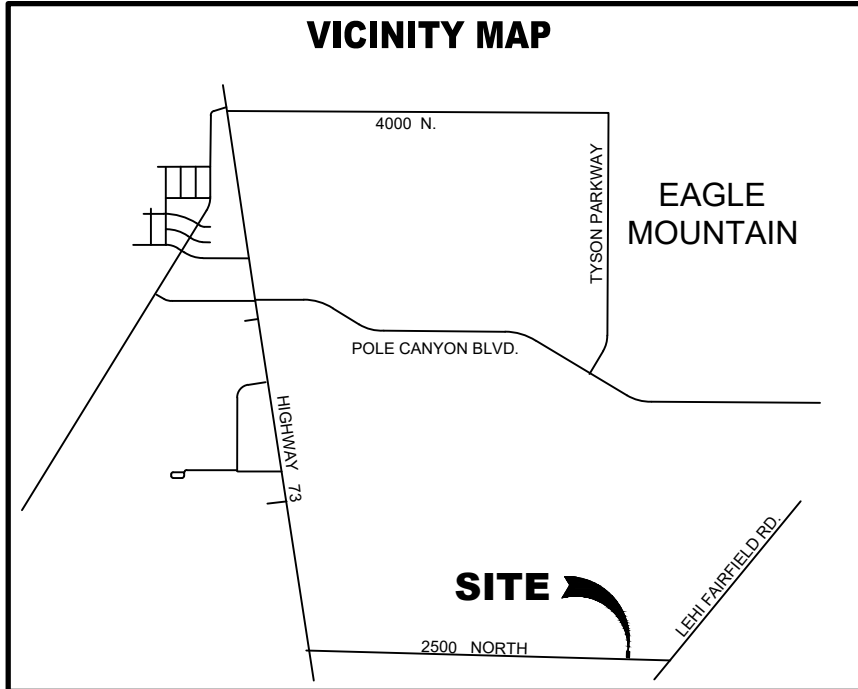
SCALE: 1" = 10 FEET

SHEET: 1 OF 1

UTAH COUNTY RECORDER







**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

**BOUNDARY DESCRIPTION**

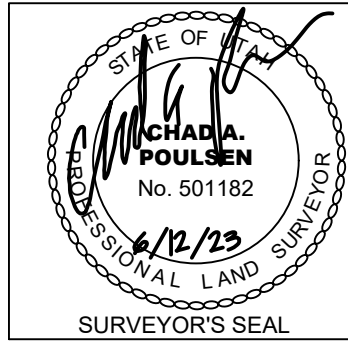
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 675.06 FEET AND WEST 350.13 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182

July 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #9.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**

**FIREFLY PUBLIC**

**INFRASTRUCTURE DISTRICT #9**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

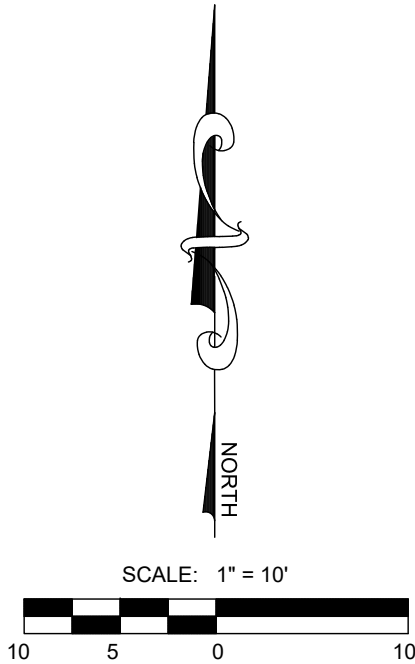
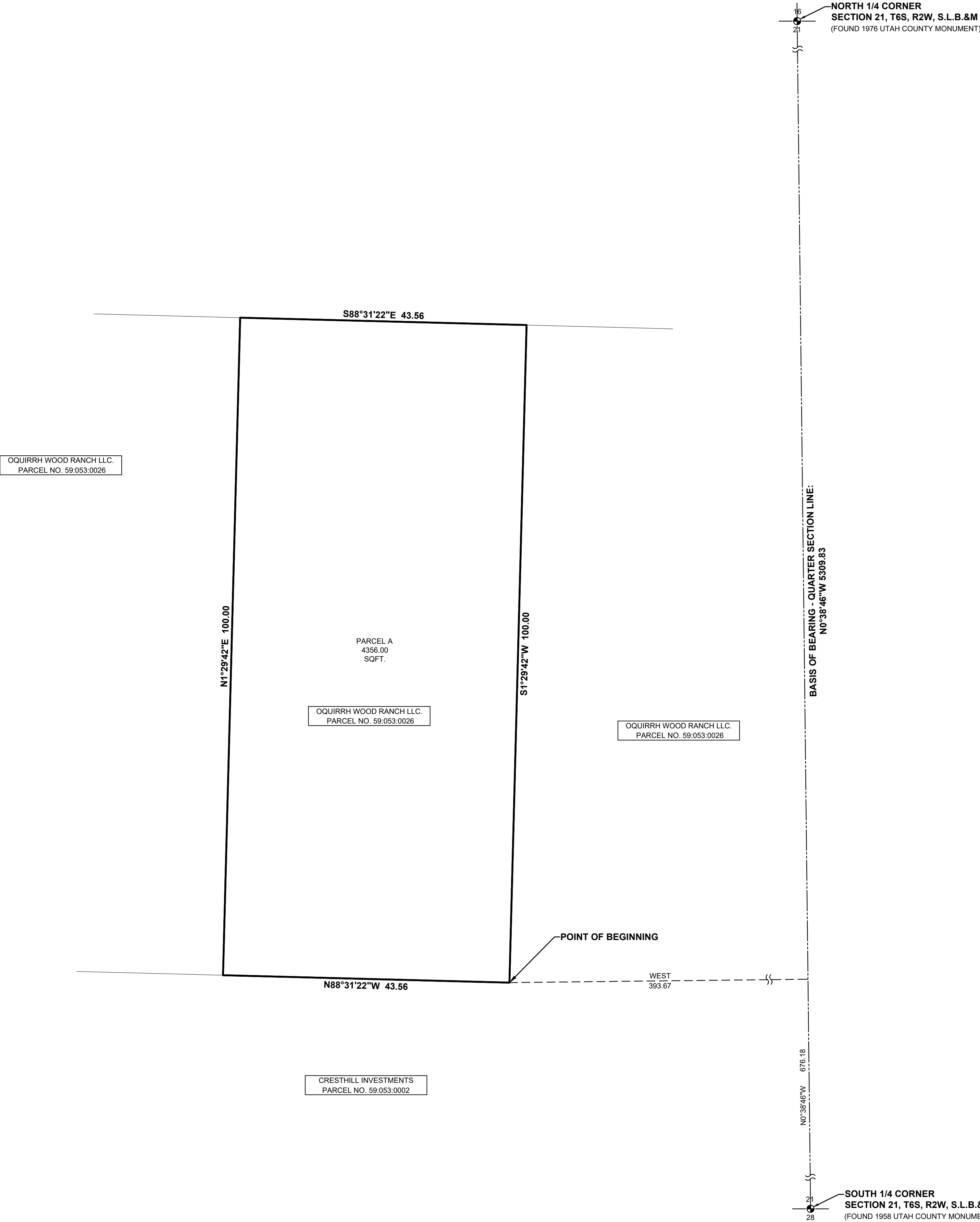
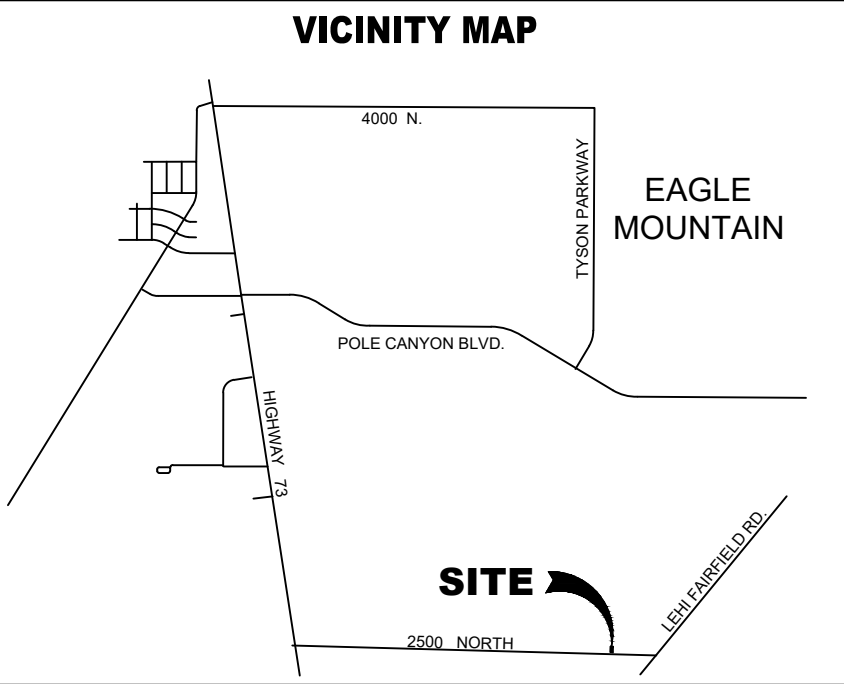
SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com





**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH, IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

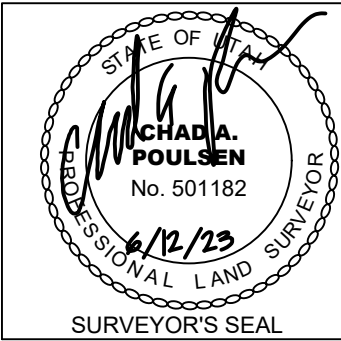
**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519-2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 676.18 FEET AND WEST 393.67 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES  
±4,356 SQ. FT.

*Chad A. Poulsen*  
CHAD A. POULSEN  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 501182  
July 12th, 2023  
DATE



**ACCEPTANCE BY COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

COUNTY SURVEYOR

COUNTY SURVEYOR SEAL

**EAGLE MOUNTAIN CITY ACCEPTANCE**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023 AS A FINAL LOCAL ENTITY PLAT FOR THE FIREFLY PUBLIC INFRASTRUCTURE DISTRICT #10.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

RECORDER

RECORDER'S SEAL

**NOTES**

1. THE BASIS OF BEARING FOR THIS SURVEY IS N0°38'46"W BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN.
2. ALL DEEDS, SUBDIVISION, & ANNEXATION PLATS HAVE BEEN ROTATED TO THE BASIS OF BEARING DESCRIBED ABOVE.

**FINAL LOCAL ENTITY PLAT**  
**FIREFLY PUBLIC**  
**INFRASTRUCTURE DISTRICT #10**

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH  
SCALE: 1" = 10 FEET

SHEET: 1 OF 1

UTAH COUNTY RECORDER



3303 N. Main Street  
Spokane Falls, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.0555  
office@lei-eng.com  
www.lei-eng.com



NOT FOR  
CONSTRUCTION

FIREFLY

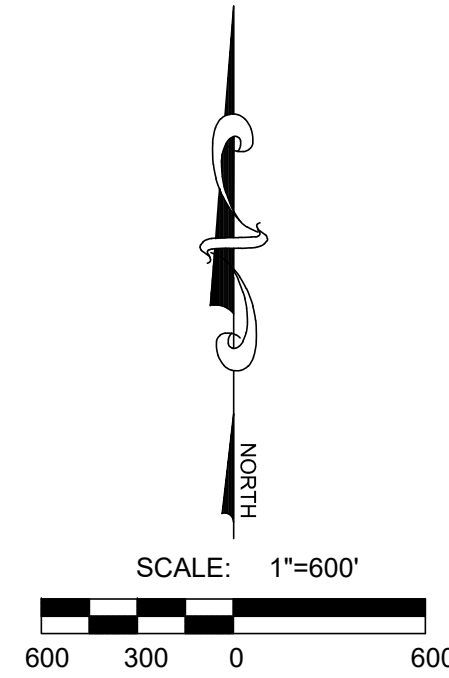
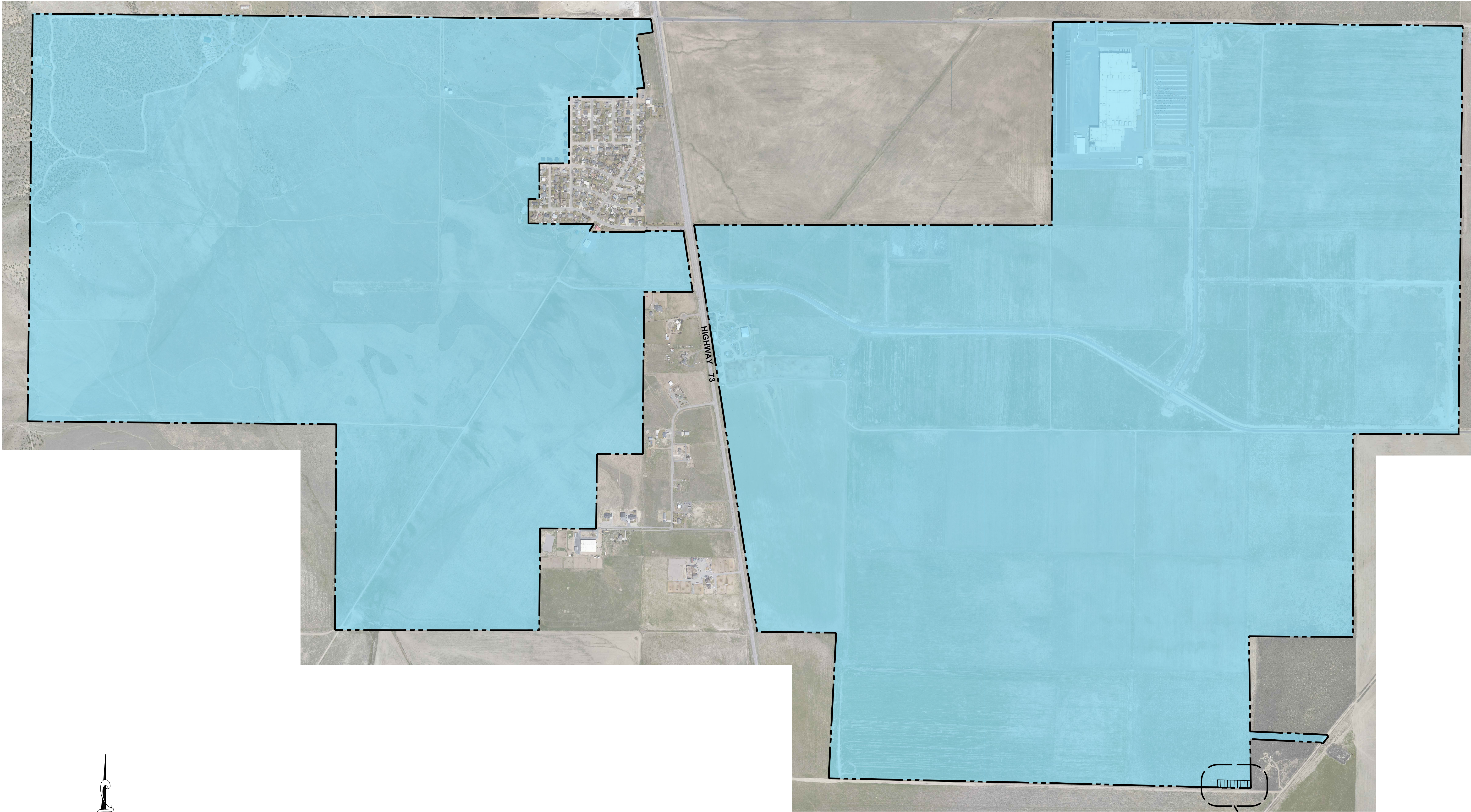
EAGLE MOUNTAIN, UTAH

PREPARED FOR:  
EXHIBIT A - INITIAL PID BOUNDARIES AND ANNEXATION AREA

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

|                |           |
|----------------|-----------|
| LEI PROJECT #: | 2021-0080 |
| DRAWN BY:      | TJP       |
| DESIGNED BY:   | GDM       |
| SCALE:         | 1"=600'   |
| DATE:          | 5/30/2022 |

|       |
|-------|
| SHEET |
| 1     |



LEGEND

DEVELOPMENT ANNEXATION BOUNDARY

ANNEXATION AREA

|         |         |
|---------|---------|
| PID #10 | 0.10 AC |
| PID #9  | 0.10 AC |
| PID #8  | 0.10 AC |
| PID #7  | 0.10 AC |
| PID #6  | 0.10 AC |
| PID #5  | 0.10 AC |
| PID #4  | 0.10 AC |
| PID #3  | 0.10 AC |
| PID #2  | 0.10 AC |
| PID #1  | 0.10 AC |

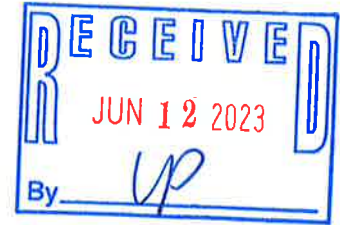
INITIAL PID BOUNDARIES



June 2, 2023

VIA Email and USPS

City of Eagle Mountain  
Attn: Fionnuala B. Kofoed  
1650 Stagecoach Run  
Eagle Mountain, Utah 84005  
[fkofed@emcity.org](mailto:fkofed@emcity.org)



**RE: PETITION REQUESTING THE CREATION OF PUBLIC INFRASTRUCTURE DISTRICTS IN EAGLE MOUNTAIN, UTAH.**

The undersigned ("Petitioner") hereby requests that the City of Eagle Mountain, Utah ("City") create ten public infrastructure districts (collectively the "Districts") pursuant to the Local District Act, Utah Code Ann. § 17B-1-102 *et seq.*, and the Public Infrastructure District Act, Utah Code Ann. § 17D-4-101 *et seq.* The Petitioner requests that the Districts be named the Firefly Public Infrastructure District No. 1 through 10, as applicable, and as shown in the exhibits attached hereto. The Petitioners request the Districts in order to assist in the financing of public infrastructure relating to the construction of the Firefly Development (the "Development"). For additional information regarding the Districts and this request, please refer to the Letter of Intent previously submitted to the City.

**I. Petitioners and Contact Sponsor**

Petitioner and  
Property Owner: Oquirrh Wood Ranch, LLC  
Attn: Nate Shipp, Manager  
14034 South 145 East, Suite 204  
Draper, Utah 84020  
(801) 495-3414

Contact Sponsor: Nate Shipp  
14034 South 145 East, Suite 204  
Draper, Utah 84020  
(801) 495-3414

The above-listed property owner ("Owner") is the owner of the property in the proposed Districts and the Owner requests that Nate Shipp be designated as the contact sponsor. A search of the property records of Utah County demonstrating that the Petitioner is the property owner of the parcel within the proposed District is attached hereto as Exhibit "A".

**II. Proposed District Boundaries**

The Petitioner requests that the boundaries for the Districts be as set forth in and described in the attached Exhibit "B" (the "Boundaries") and depicted in the attached Exhibit "C". Additionally, and in accordance with Utah Code Ann. § 17D-4-201(3)(a)(i)(B), the Petitioner requests that the City, as the creating entity, authorizes the annexation or withdrawal of all or a portion of the property described in the attached Exhibit "C" from or into one or more of the Districts at the discretion of such District upon compliance with the provisions of the Act and the governing documents.



### **III. Requested Service**

The Petitioners request the Districts be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act.

### **IV. Board of Trustees**

The Petitioners propose that the Board of Trustees (the "Board") for the Districts be initially composed of three members appointed by the Eagle Mountain City Council and comprising of property owner, its agents, or officers, as follows:

1. Nate Shipp
2. Jared Westhoff
3. Bryan Flamm

The Board shall serve terms as set forth in the Act or as otherwise dictated by the final Governing Documents for the Districts.

### **V. Property Owner Representations**

The Property Owner hereby represents and warrants each of the following:

1. Nate Shipp is authorized to sign on behalf of the Property Owner.
2. The Petitioner is the sole owners of the real property included within the Boundaries.
3. This Petition is signed by 100% of the surface property owners of real property within the Boundaries.
4. The Property Owner will not include any portion of the Annexation Area into the Districts without the consent of 100% of the surface property owners thereof and registered voters, if any, residing within such areas. The Property Owner further represents that it understands that under Utah Code Ann. § 17D-4-201(3)(a)(iii), and before any portion of the Annexation Area is incorporated into one or more of the Districts, the Board(s) must file a petition with the City that contains the signatures of 100% of the surface property owners within the area proposed to be annexed.
5. There are no registered voters within the Boundaries.
6. The proposed members of the Board are registered voters at their primary residence and limited agents of the Property Owner(s), solely with respect to the creation and governance of the Districts.

### **VI. Petitioners' Consent**

The Petitioners hereby consent to each of the following:

1. Nate Shipp serving as the Contact Sponsor for the Petitioner.

2. Nate Shipp completing the requirement of the Public Infrastructure District application with the City and negotiating the terms of the governing documents with respect to the Districts (the "Governing Documents") on behalf of the Petitioners.
3. The creation of a public infrastructure district within the Boundaries.
4. The annexation or withdrawal of any portion of the Annexation Area into or from a District requires compliance with Utah Code Ann. § 17D-4-201.
5. A waiver of the residency requirement for initial members of the Board as permitted under Utah Code Ann. § 17D-4-202(3)(a).
6. A waiver of the entirety of the protest period described in Utah Code Ann. § 17B-1-213 as permitted by Utah Code Ann. § 17D-4-201(2)(b).
7. The Districts imposing fees to pay some or all of the Districts' costs of acquiring, improving, or extending improvements, facilities, or property and or costs associated with the enforcement of a legal remedy, and acknowledge that the properties of the Petitioners will be subject to such fees.
8. The issuance of bonds by the District which shall be repayable through fees.

**VII. Future Property Owner Consent**

Notwithstanding any of the foregoing, the following actions shall require subsequent written consent of the Petitioner or Petitioners whose real property is affected by any of the following actions:

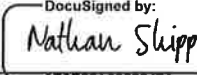
1. Any annexation or withdrawal of property owned by the Petitioner(s) into or from a District.
2. The execution of the Governing Documents (or any subsequent amendments thereto) for any District with property owned by the Petitioner(s).
3. The issuance of any bonds by a District containing property owned by the Petitioner(s).

**VIII. Counterparts**

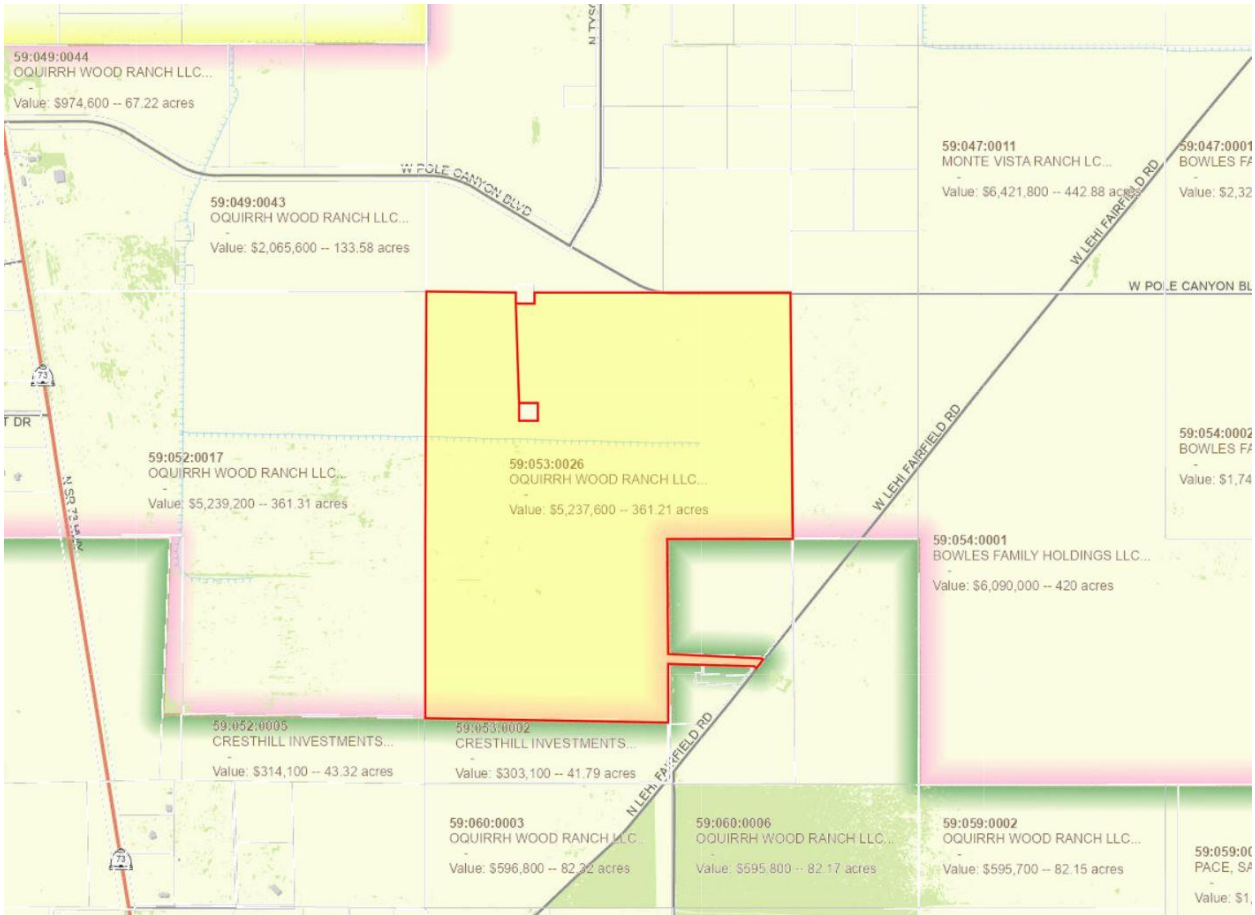
This Petition may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Property Owner (as Petitioner) has executed this Petition as of the date indicated above.

**PROPERTY OWNER**  
OQUIRRH WOOD RANCH, LLC  
A Utah limited liability company

DocuSigned by:  
  
NATE SHIPP, Manager

**EXHIBIT A**  
*Ownership of Initial PID Boundaries*



## EXHIBIT A

(continued)



### PROPERTY INFORMATION

[mobile view](#)

**Serial Number:** 59.053:0026    **Serial Life:** 2009...

**Property Address:**

**Mailing Address:** 14034 S 145 E STE 204 DRAPER, UT 84020

**Acreage:** 361.214

**Last Document:** [2548-2011](#)

[Subdivision Map Filing](#)

**Legal Description:** COM AT NW COR. SEC. 21, T6S, R2W, SLB&M.; S 89 DEG 21' 43" E 968.24 FT; S 0 DEG 37' 31" W 118.69 FT; S 1 DEG 39' 34" E 1071.76 FT; S 0 DEG 37' 31" W 200 FT; S 89 DEG 22' 57" E 200 FT; N 0 DEG 37' 31" E 200 FT; N 89 DEG 22' 57" W 199.9 FT; N 1 DEG 39' 34" W 1071.76 FT; S 89 DEG 22' 57" E 199.9 FT; N 0 DEG 37' 31" E 118.62 FT; S 89 DEG 21' 43" E 1400.67 FT; S 89 DEG 39' 34" E 1383.1 FT; S 0 DEG 7' 26" E 2655.84 FT; N 89 DEG 39' 48" W 1359.66 FT; S 0 DEG 11' 44" W 1242.98 FT; S 87 DEG 12' 10" E 1019.29 FT; S 51 DEG 20' 10" E 15.82 FT; S 38 DEG 13' 0" W 121.92 FT; N 51 DEG 47' 0" W 28.07 FT; N 87 DEG 39' 0" W 934.07 FT; S 0 DEG 11' 44" W 631.14 FT; N 88 DEG 47' 0" W 2635.49 FT; N 0 DEG 24' 7" E 8.68 FT; N 0 DEG 24' 7" E 1924.71 FT; N 0 DEG 38' 49" E 2669.4 FT TO BEG. AREA 361.214 AC.

| Owner Names                                                                                                                                                                                                                                                           | Value History | Tax History | Location | Photos | Documents | Aerial Image |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|----------|--------|-----------|--------------|
| <div> <div>2012...</div> <div>OQUIRRH WOOD RANCH LLC</div> </div> <div> <div>2012NV</div> <div>OQUIRRH WOOD RANCH LLC</div> </div> <div> <div>2010-2011</div> <div>OQUIRRH WOOD RANCH LLC</div> </div> <div> <div>2009</div> <div>OQUIRRH WOOD RANCH LLC</div> </div> |               |             |          |        |           |              |

Additional Information ▼

[Main Menu](#)

Comments or Concerns on Value/Appraisal - [Assessor's Office](#)

Documents/Owner/Parcel information - [Recorder's Office](#)

[Address Change for Tax Notice](#)

This page was created on 6/2/2023 2:38:43 PM



**EXHIBIT B**

*Legal Descriptions for Districts 1-10*

**DISTRICT #1**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED AT THE SOUTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 666.03 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG THE NORTH LINE OF 2500 NORTH STREET 45.43 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 41.69 FEET TO THE EASTERLY LINE OF SAID REAL PROPERTY; THENCE ALONG SAID REAL PROPERTY S00°38'46"E ALONG SAID REAL PROPERTY 100.07 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #2**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 667.20 FEET AND WEST 45.40 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #3**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 668.32 FEET AND WEST 88.94 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #4**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 669.45 FEET AND WEST 132.47 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET; TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #5**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 670.57 FEET AND WEST 176.00 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #6**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 671.69 FEET AND WEST 219.54 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #7**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 672.81 FEET AND WEST 263.07 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #8**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 673.94 FEET AND WEST 306.60 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #9**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 675.06 FEET AND WEST 350.13 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.

**DISTRICT #10**

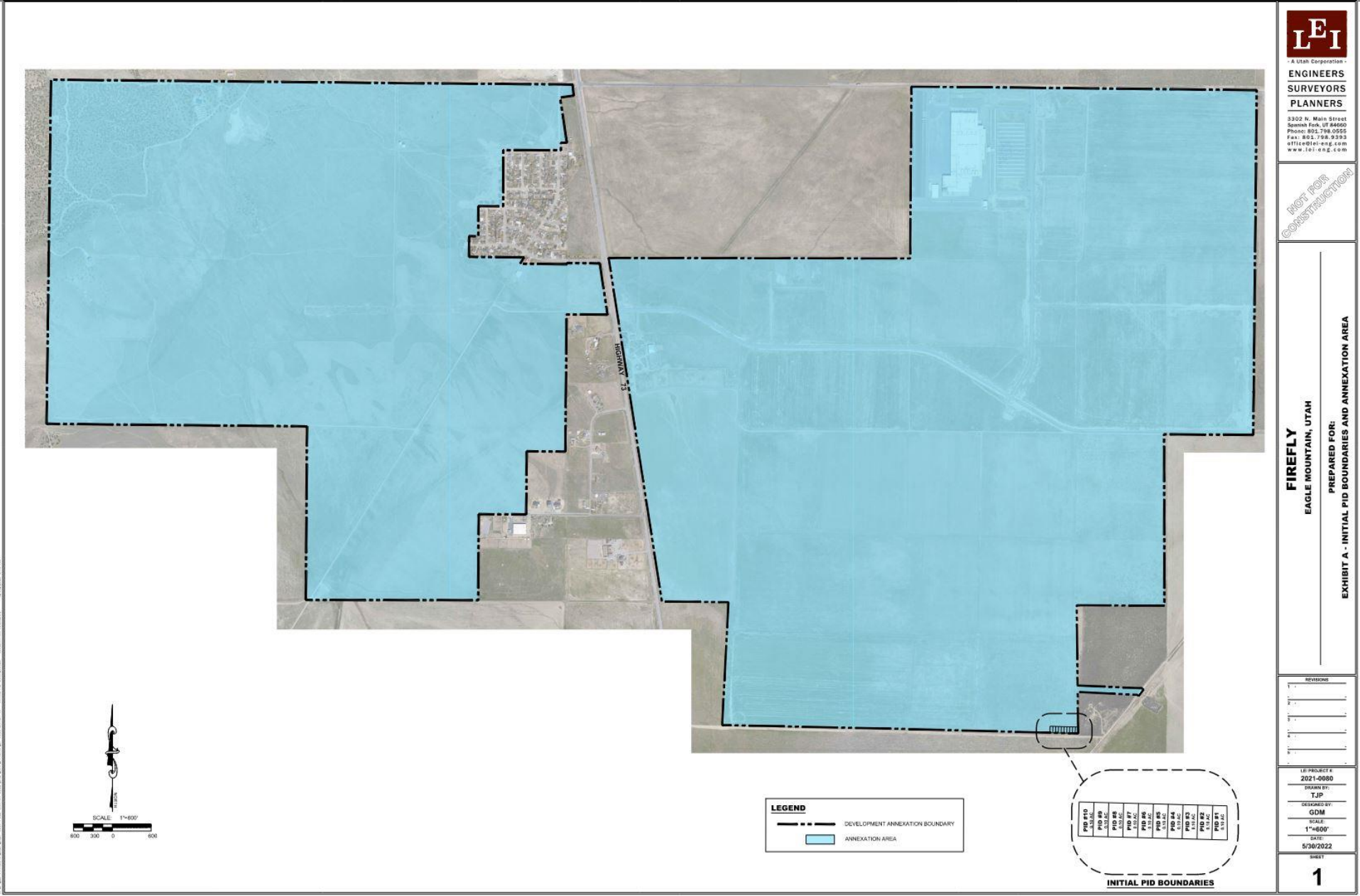
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ALONG THE NORTH LINE OF 2500 NORTH STREET DESCRIBED IN DEED ENTRY NO. 98519:2008, SAID POINT BEING LOCATED N00°38'46"W ALONG THE QUARTER SECTION LINE 676.18 FEET AND WEST 393.67 FEET FROM SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'22"W ALONG SAID NORTH LINE 43.56 FEET; THENCE N01°29'42"E 100.00 FEET; THENCE S88°31'22"E 43.56 FEET; THENCE S01°29'42"W 100.00 FEET TO THE POINT OF BEGINNING.

Contains: +/- 0.10 Acres  
+/- 4,356 Sq. Ft.



**EXHIBIT C**  
*Initial Boundaries and Annexation Area for Proposed Districts*





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
JULY 5, 2023**

|                                 |                                                                                                                                                                                    |                |                  |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Interlocal Cooperation Agreement between Eagle Mountain City and Pole Canyon Local District. |                |                  |
| <b>ITEM TYPE:</b>               | Agreement                                                                                                                                                                          |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                                                                                    |                |                  |
| <b>APPLICANT:</b>               |                                                                                                                                                                                    |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                                                                                | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**PREPARED BY:**

Marcus Draper, Admin

**PRESENTED BY:**

Marcus Draper, City Attorney

**RECOMMENDATION:**

Staff recommends the City Council approve the first amendment to the Interlocal Agreement between Pole Canyon Local District and Eagle Mountain City, and authorize the Mayor to sign the agreement.

**BACKGROUND:**

The administration is bringing this proposed First Amendment to the Interlocal Cooperation Agreement between Pole Canyon Local District and Eagle Mountain City to address concerns that the Council raised during the June 20, 2023 City Council meeting discussion regarding the Public Infrastructure Districts that the Firefly development is proposing to create. During the meeting, Council members raised concerns that the limitations on the taxing authority of the Public Infrastructure Districts would not extend to the Local District and would, therefore, provide insufficient protection to future Eagle Mountain City residents in the Firefly development. This Amendment to the Interlocal Agreement is being brought to extend the limitations on the taxing authority of the Local District to address those concerns.

**ITEMS FOR CONSIDERATION:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION ACTION/RECOMMENDATION:**

**ATTACHMENTS:**

RES--Interlocal Agreement with Pole Canyon Local District  
First Amendment to ILA - Pole Canyon District and EMC

## RESOLUTION NO. R-\_\_\_\_-2023

### **A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN POLE CANYON LOCAL DISTRICT AND EAGLE MOUNTAIN CITY**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “CRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions; and

WHEREAS, Utah County established the Pole Canyon Local District to assist in the separate and independent public financing of public improvements within certain portions of the annexed area and an agreement has been signed between the Pole Canyon Local District and Eagle Mountain City to provide for the planning, engineering, financing, and construction of public improvements within the annexed area in coordination with the City; and

WHEREAS, the City Council finds that it is in the public interest to approve the First Amendment to the Interlocal Cooperation Agreement Between Pole Canyon Local District and Eagle Mountain City, and to authorize the Mayor to execute the agreements as proposed and authorized by the City Council.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Eagle Mountain City, Utah, as follows:

1. The First Amendment to the Interlocal Cooperation Agreement between the Pole Canyon Local District and Eagle Mountain City is approved and shall be executed by the Mayor.
2. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of Eagle Mountain City, Utah, this 5<sup>th</sup> day of July, 2023.

EAGLE MOUNTAIN CITY

ATTEST:

\_\_\_\_\_  
Tom Westmoreland, Chair

\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City, Utah, on the 5<sup>th</sup> day of July, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

---

Fionnuala B. Kofoed, MMC  
City Recorder

**EXHIBIT A**

**INTERLOCAL COOPERATION AGREEMENT**

**FIRST AMENDMENT  
TO  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
POLE CANYON LOCAL DISTRICT AND EAGLE MOUNTAIN CITY**

This First Amendment to the Interlocal Cooperation Agreement Between Pole Canyon Local District and Eagle Mountain City (the “Amendment”) is made and entered into as of the 20th day of July, 2023, by and between the Pole Canyon Local District, a Utah basic local district (the “District”); and Eagle Mountain City, a political subdivision of the State of Utah (the “City”). District and City may be referred to herein collectively as the “Parties” and individually as a “Party.”

**RECITALS**

A. On December 21, 2009, the Parties entered into an Interlocal Cooperation Agreement (the “Agreement”) concerning the rights and obligations of the District and the City with respect to the installation and financing of public infrastructure within the Pole Canyon development (the “Project”).

B. The Project was originally approved by the City through a master development agreement (the “MDA”).

C. The City has approved an amended and restated master development agreement (the “ARMDA”) for the Project.

D. As part of the ARMDA, the City approved the creation of public infrastructure districts (the “PIDs”) to facilitate the financing of public infrastructure within the Project.

E. The Council desires to limit the aggregate taxing authority of the District and the PIDs within the Project as set forth herein.

F. Additionally, the City desires to expand the scope of the District’s powers to allow the District to own, operate, and maintain certain public infrastructure within the Project as is more fully set forth in the ARMDA.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**AMENDMENT**

1. **Effect of Amendment.** To the extent the terms of this Amendment modify or conflict with any provision of the Agreement, the terms and conditions of this Amendment shall control. All other terms of the Agreement, including all definitions contained therein, not modified by this Amendment shall remain the same and in full force and effect.

2. **Maximum Mill Levy.** The maximum mill levy for the District (the “Maximum Levy”) shall not, in the aggregate, exceed the Maximum Debt Mill Levy for the PIDs as that term is defined in the PIDs’ Governing Documents (the “Governing Documents”) and Section 13 of the Interlocal Agreement between the City and the Firefly Public Infrastructure District dated July 20<sup>th</sup>, 2023 (the “PID Interlocal”). For example, if the PID imposes 60% of the Maximum Debt Mill Levy authorized under the Governing Documents and the PID Interlocal, then the District may only impose up to 40% of the Maximum Debt Mill Levy for the same area in the Project.

3. **Ownership, Operation, and Maintenance Obligations.** The ARMDA requires the Master Developer to construct nearly twice the amount of parks, trails, and open space above and beyond the City's normal requirements. The cost of financing, owning, operating, and maintaining these parks, trails, and open space would be a burden on the City. Moreover, in order to finance these improvements and maintain them as "public", ownership must reside with a public entity. The District is a public entity that can, with proper authorization, own, operate, and maintain public improvements. Accordingly, the City hereby authorizes the District to own, operate, and maintain certain public parks, trails, and open space and District agrees to own, operate, and maintain such parks, trails, and open space as set forth in greater detail in the ARMDA. In connection therewith, and to the extent it is not already explicitly authorized in the Agreement, the City authorizes the District to enter into agreements in order to carry out the maintenance and operation of the public parks, trails, and open space.

4. **Effective Date.** The effective date of this Amendment (the "Effective Date") shall be the date the Utah Lieutenant Governor issues a certificate of incorporation for the PIDs.

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Amendment as of the date set forth above.

**POLE CANYON LOCAL DISTRICT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EAGLE MOUNTAIN CITY**

\_\_\_\_\_  
TOM WESTMORELAND, Mayor

ATTEST

\_\_\_\_\_  
FIONNUALA B. KOFOED, City Recorder

\_\_\_\_\_  
MARCUS DRAPER, City Attorney  
*Approved as to form and legality*