EAGLE MOUNTAIN
PLANNING COMMISSION MEETING

June 11, 2024, 5:30 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. Discussion Items

1.A DISCUSSION ITEM - Bonnell Lot Split - Concept Plan
Proposed Lot Split
Aerial Photos

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

2. Pledge of Allegiance

3. Declaration of Conflicts of Interest

4. Approval of Meeting Minutes

4.A May 14, 2024 Planning Commission Minutes
PC 05.14.2024 DRAFT Minutes

5. Status Report

6. Action and Advisory Items

6.A ACTION ITEM/PUBLIC HEARING - Tract Development Agreement
Recommend Approval of Development Agreement
Tract Monte Vista - Development Agreement with Exhibits.pdf

6.B ACTION/ADVISORY ITEM - Locke Pet Sitting Expansion
Planning Commission action on whether to approve or deny a request to increase the number of total dogs allowed on a property operating under a short-term pet sitting license.
Applicant's Letter
Current Short-term Pet Sitting Approval Letter
Photos from Original Application
Photos with Current Request
Letter from Neighbor

7. Discussion Items

8. Next scheduled meeting

9. Adjournment

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

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **JUNE 11, 2024**
TITLE:	DISCUSSION ITEM - Bonnell Lot Split - Concept Plan
ITEM TYPE:	Concept Plan
APPLICANT:	Josiah Bonnell

ACTION ITEM:
No

PUBLIC HEARING:
No

PREPARED BY:
Steven Lehmitz, Planning

BACKGROUND:

The property located at 9286 N. 3277 E., in the Meadow Ranch neighborhood, is being proposed for a lot split. The property is 2.28 acres and the applicant is proposing to divide the current lot is such a way as to have one of the new lots be at least 1 acre in size. The current zoning is Base Density, which has a minimum lot size of 0.5 acres. The Future Land Use map designates the Meadow Ranch neighborhood as Agriculture/Rural Density Two. The applicant has stated to Staff that this proposal has been brought to the City a few times in the past and has been received positively. A formal application has never been submitted or approved though. This request to subdivide the current lot would have to be handled by a plat amendment.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Concept plans are used for discussion and feedback purposes.

RECOMMENDATION:

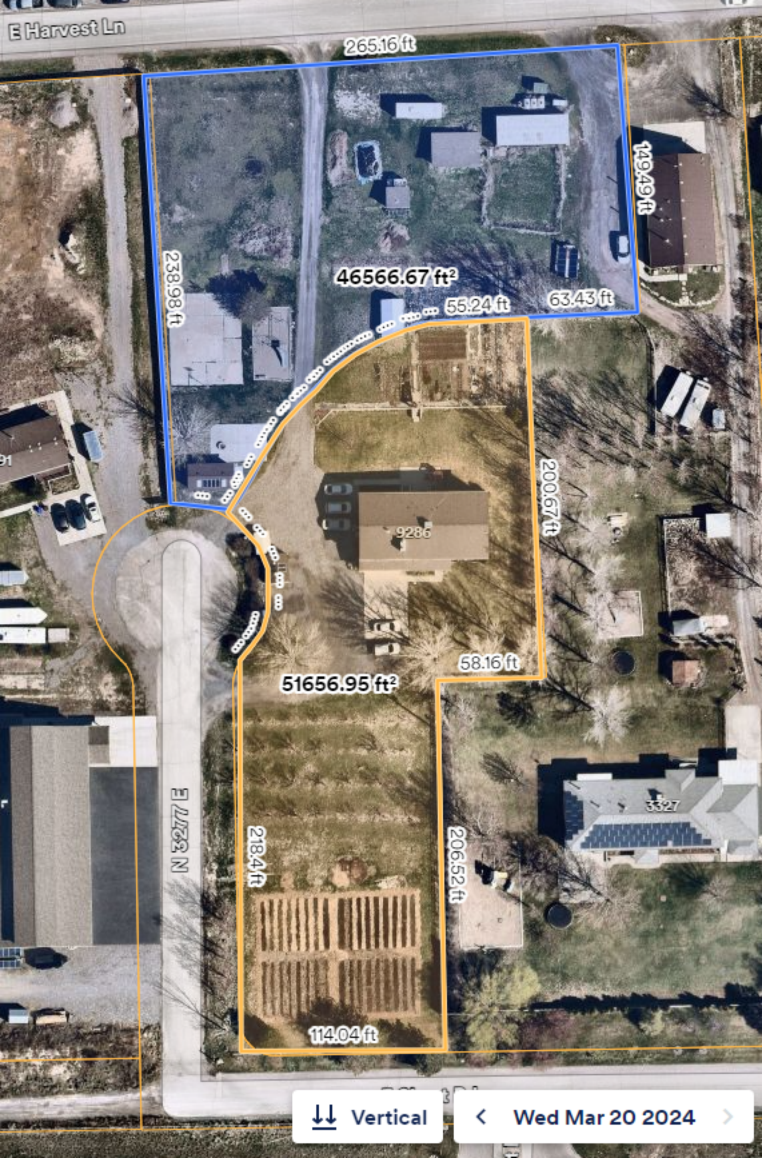
ATTACHMENTS:

Proposed Lot Split

Aerial Photos


need a Natural Gas easement to existing lot
water
66.00 ft
268.35 ft
64.89 ft
watermain to ~~main~~ house
existing
easement for
water line to
existing house
how wide?
149.47 ft
149.47 ft
149.47 ft
65.00 ft
240.98 ft
240.98 ft
46:489:0144
BONNELL, HARRY LOUIS...
9286 N 3277 EAST - EAGLE MOUNTAIN
Value: $499,900 -- 2.28 acres
Entry# 63027-1998
92.15 ft
92.7 ft
200.00 ft
200.00 ft
46:489
BOWL
9295 N
Value:
Entry#
354.92 ft
354.92 ft
sewer within 1/4 mi
separate lateral?
GLE MOUNTAIN
cres
158.5 ft
60.00 ft
46:489:0143
ALLRED, JANETTE (ET AL)...
3330 E HARVEST LN - EAGLE MOUNT
Value: $558,000 -- 2.02 acres
Entry# 63029-1998
Engeneiring Dept
801-789-6672
Robert Ballif ASSIS.
Chris Trusty
City Engineer
ctrusty@emcity.org
208.55 ft
208.55 ft
207.60 ft
187.60 ft
10' easement
Rocky Mtn Power
250.00 ft
95.62 ft
128.20 ft
101.95 ft

E Harvest Ln
9286
3327
N 3277 E
E Short Rd
Vertical
Wed Mar 20 2024



E Harvest Ln
265.16 ft
149.49 ft
238.98 ft
46566.67 ft²
55.24 ft
63.43 ft
200.67 ft
9286
58.16 ft
51656.95 ft²
3327
N 3277 E
218.4 ft
206.52 ft
114.04 ft
Vertical
Wed Mar 20 2024

EAGLE MOUNTAIN PLANNING COMMISSION MEETING MINUTES

May 14, 2024, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Commissioners Jason Allen, Robert Fox, and Alternate Commissioner Bryan Free. Commissioners Rod Hess, Brent Strong, and Craig Whiting were excused.

ELECTED OFFICIALS PRESENT: Councilmember Brett Wright, Liaison to the Planning Commission.

CITY STAFF PRESENT: Brandon Larsen; Planning Director; Marcus Draper, City Attorney; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; and Elizabeth Fewkes, Recording Secretary.

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

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

1. Discussion Items

1.A. DISCUSSION – Rose Ranch

Senior Planner David Stroud began his report by providing an overview of the Rose Ranch project located south of Brandon Park currently zoned Agricultural. This property, initially under a different developer, is now being managed by Edge Homes. They have made modifications to the original plan and are seeking feedback on two primary aspects: the park and the layout of the zones. The feedback will inform the Master Development Agreement before the applicant returns for further development steps. The future land use map indicates potential for parks, trails, and commercial development. A notable feature is the proposed freeway alignment to the west, which is still in flux. The concept plan includes 147 lots in the R3 Zone and 76 to 78 lots in the R2 zone. The previous plan included R1 zoning, which has been removed. The City Council previously requested larger lots in the northeast section to match Brandon Park, which has been incorporated into the new plan. The applicant proposes dedicating some parks and open space areas to the City, particularly considering the long-term plans for Fairfield Road to become a trail.

Applicant representative Brandon Watson, representing Edge Homes, discussed the modifications to the original concept plan. He emphasized the vision of providing larger lots for homes and addressed the feedback regarding buffering against Brandon Park and considerations for Fairfield Road. Mr. Watson solicited feedback on whether to preserve the triangle piece on the east side of Fairfield Road as open space or to expand the nearby lots. Should the City desire to improve the open space to the north of Fairfield Road before the road is vacated, they would install fencing to separate the park space from the road as a safety measure.

The Planning Commission:

- Discussed the practicality and future plans for open space and Fairfield Road;
- Considered options to improve the open space to prevent it from becoming an eyesore;
- Emphasized ensuring children's safety if the open space on both sides of Fairfield Road were improved;
- Agreed the proposed park's location is ideal, especially if Fairfield Road transitions into a trail;
- Appreciated adjustments aligning the development with Brandon Park and the inclusion of larger lots; and
- Highlighted the need for a timeline or priority plan for developing the park and trail.

1.B. Lower Tickville Gulch Issues and Management Solutions

Wildlife Biologist/Environmental Planner Todd Black addressed the ongoing issues and potential management solutions for the lower portion of the Tickville Wash. Following up on concerns raised by citizens about the excessive use of motorcycles, ATVs, and other off-road vehicles impacting approximately 55 to 60 acres of City property, with some areas requiring collaboration with the Silver Lake Village Homeowner's Association (HOA), and the need for a management plan for the area. He illustrated these points with various images showing the current state of the wash, the effects of unauthorized vehicle use, trash and debris, and invasive and noxious weed species. Significant erosion has been noted, with some areas eroding up to five feet in six years, threatening nearby properties. He emphasized the need for monitoring, management, and maintenance.

Mr. Black proposed several management strategies:

- Hydrological Engineering Consultation: Consulting with hydrological engineers to identify and implement best management practices, such as beaver dam analogs and large rock placements to stabilize the soil and reduce erosion.
- Enforcement of Restrictions: Considering measures to restrict motorized vehicle access and potentially prohibiting such activities altogether to protect the area.
- Community Involvement: Engaging with residents for education and volunteer efforts to help maintain the area and foster a sense of community responsibility.

Discussion:

- Seeking professional consultation to determine effective erosion control measures;
- Identifying funding sources and setting a realistic budget;
- Educating residents and involving them in maintenance efforts;
- Creating a sustainable management plan with regular monitoring and enforcement;
- Preserving the area as a natural park aligns with the City's values but would also require significant investment and community involvement; and
- Establishing adequate funding, ongoing education and enforcement.

Commissioner Allen adjourned the work session at 6:10 p.m.

<u>6:30 P.M. – Eagle Mountain City Planning Commission Policy Session</u>

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

2. Pledge of Allegiance

Commissioner Allen led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

None.

4. Approval of Meeting Minutes

4.A. April 23, 2024 Planning Commission Minutes

MOTION: *Commissioner Fox moved to approve the April 23, 2024 minutes. Commissioner Free seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

4.B. April 23, 2024 Planning Commission Special Session Minutes

MOTION: *Commissioner Fox moved to approve the April 23, 2024 Special Session minutes. Commissioner Free seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

5. Status Report

Planning Director Brandon Larsen reviewed the planning items discussed and voted upon during the May 7, 2024 City Council meeting.

6. Action and Advisory Items

6.A. ACTION ITEM/PUBLIC HEARING – Pinnacles Multi-Family Preliminary Plat

Senior Planner Robert Hobbs introduced the Pinnacles Preliminary Plat project, mentioning the initial approval of the Pinnacles subdivision in early 2021. This approval included single-family residential units and an area designated for townhouse units zoned MF1 and MF2. He explained that the applicants' request had previously been tabled, but they had since made the necessary revisions to meet current setbacks and adjusted garage sizes to comply with the State-mandated 22-foot width requirement for multifamily units. He concluded that the revised project aligns with codified solution standards and best practice principles for development.

Commissioner Allen opened the public hearing at 6:38 p.m. As there were no comments, he closed the hearing.

Some commissioners found the layout of townhomes facing each other with service alleys unconventional and less appealing. However, they acknowledged that similar designs exist in other areas and comply with Municipal Code requirements.

MOTION: *Commissioner Allen moved to approve the multifamily preliminary plat for the Pinnacles. Commissioner Fox seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

6.B. ACTION ITEM/PUBLIC HEARING – Fence Code Patch

Mr. Hobbs explained that following the recent passage of a revised fence code, a few issues have emerged that require clarification and a minor code update.

These issues include:

1. Clarifying the required composition and nature of walls placed between residential developments (subdivisions) and collectors/arterials rights-of-way.

2. Specifying the amount of wire fencing allowed within residential perimeter fences. This is based on approximately 80% of a 6-foot by 8-foot fence with 4-inch by 4-inch top and bottom rails and 4-inch by 4-inch posts, with 2-inch by 4-inch boards tied vertically, making the posts effectively 8-inch wide as defined in the zoning code's definition of a "wire fence."
3. Determining the type or nature of fencing to be allowed or required along the Ranches Parkway, considering pre-existing conditions and the ongoing development of small subdivision areas nearby, particularly along its southeastern area near Pony Express Parkway.

Commissioner Free asked if alternatives to wood, like durable synthetic materials that mimic wood, could be allowed to reduce maintenance while maintaining appearance.

Mr. Hobbs responded that the current proposal specifies wood based on a Councilmember's preferences but acknowledged the potential for considering such alternatives.

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

MOTION: *Commissioner Fox moved to recommend approval to the City Council of an amendment to Eagle Mountain Municipal Code 16.35.090 Privacy Fencing and 17.60.120 General Fencing Provisions. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

6.C. ACTION ITEM/PUBLIC HEARING – Off-Street Parking Adjustments

Mr. Hobbs presented the proposed code amendments for off-street parking adjustments with several key objectives. The primary goal is to ensure parking lots are no more than 100 feet from the main entrances of buildings they serve, a measure aimed at enhancing convenience and accessibility, especially for multifamily housing projects. Additionally, the amendments designate the City Council as the authority to authorize shared parking agreements between properties—a shift from the previous management through conditional use permits. These agreements will now require a professional parking analysis and include a maintenance agreement between joint users. The amendments also propose reducing the allowable percentage of shared parking from 50% to 40% and include minor grammatical revisions.

Mr. Hobbs acknowledged the standard's subjective nature but affirmed its basis on reasonable assumptions regarding the proximity of parking lots to building entrances.

Discussion ensued regarding the following:

- Clarification that the edge of the parking lot must be within 100 feet of the building and that the parking lot may extend beyond that distance;
- Assurance that ADA parking requirements remain unchanged and are not affected by the new 100-foot standard; and
- The shift of approval authority to the City Council, along with the requirement for a professional parking analysis, is seen as a positive change to ensure thorough review and management.

Commissioner Allen opened the public hearing at 6:59 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Allen moved to recommend approval to the City Council of an amendment to Eagle Mountain Municipal Code 17.55.040 General Provisions for Nonresidential and Multifamily Off-Street Parking Facilities and 17.55.100 Shared Parking and Curb Cuts. Commissioner Fox seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

6.D. ACTION ITEM/PUBLIC HEARING – Residential Definitions and Table Revisions

Mr. Hobbs presented the proposed code amendments related to residential definitions and table revisions. Mr. Hobbs explained the ongoing efforts to revise the zoning ordinance, with a particular focus on Conditional Use Permits (CUPs). The aim is to reclassify CUPs into categories of special permits, allowed uses, or prohibited uses. He emphasized the importance of updating and clarifying the zoning code to enhance its user-friendliness and comprehensiveness. Mr. Hobbs introduced new residential definitions that are commonly used in the industry but were previously absent from the code. He also highlighted the changes made by the economic development team, which included reformatting and relocating some definitions. Additionally, Mr. Hobbs described the reorganization of the residential table, which now groups uses by type, such as animal uses and living space uses, and arranges them alphabetically for easier reference.

Commissioner Allen raised a question about the definitions related to accessory dwelling units (ADUs), specifically pointing out a discrepancy between the existing ADU definition, which allows up to 1,200 square feet, and the new definition for accessory dwelling residential-detached, which limits the size to 500 square feet.

Mr. Hobbs acknowledged this potential oversight and assured Commissioner Allen that he would work to reconcile these definitions.

Commissioner Allen opened the public hearing at 7:05 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Fox moved to recommend approval to the City Council of an amendment to Chapter 17.10 Definitions and Chapter 17.25 Residential Zones directing staff to resolve the discrepancy in ADU square footage. Commissioner Allen seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

Discussion ensued regarding the need for further revisions to address inconsistencies in ADU integration, appearance, and size standards and to clarify the classification of remodels versus new construction and attached and detached ADUs.

6.E. ACTION/PUBLIC HEARING – Retaining Walls New Code Amendment

Mr. Hobbs introduced an amendment addressing the lack of substantive ordinances concerning retaining walls in the City. Mr. Hobbs outlined the necessity for regulations aimed at preventing the construction of large, potentially unsafe walls along property lines. He highlighted two primary reasons for building retaining walls: retaining the natural grade and creating level spaces through artificial backfill. He explained that he had collaborated with Commissioner Hess, who is a landscape architect, to revise the initial draft of the amendment and simplify the regulations. He mentioned a recent change in the building code regarding how the height of a retaining wall is measured, now calculated from the top of the wall to the non-load bearing side instead of from the bottom of the footing. He emphasized that retaining walls are prohibited in easements, including drainage wash easements, and must maintain a minimum offset of one foot from property lines to ensure compliance.

He also discussed safety concerns, recalling an incident where stacked boulders used as retaining walls in a development began to fail, leading to complaints. This incident underscored the necessity for involving structural engineering in the approval process for retaining walls. Mr. Hobbs proposed specific separation requirements between retaining walls, specifying a distance of one and a half times the height of the wall, with a maximum allowable height of six feet. Additionally, he included language in the amendment to ensure that the appearance of retaining walls harmonizes with the surrounding natural landscape, promoting aesthetic integration.

Commissioner Fox asked whether an engineering report would be required to provide evidence of the wall's ability to withstand soil-bearing pressure.

Mr. Hobbs confirmed that an engineering report is customary for retaining walls over four feet tall, as part of the building permit process.

Commissioner Allen opened the public hearing at 7:19 p.m. As there were no comments, he closed the hearing.

MOTION: *Commissioner Fox moved to recommend approval to the City Council of an amendment to Eagle Mountain Municipal Code Chapter 17.61 Retaining Walls and 17.60.120 General Fencing Provisions. Commissioner Free seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

6.F. ACTION ITEM/PUBLIC HEARING – Historic Zones

Mr. Hobbs explained that zoning administration, including inquiries about property zoning and rules such as land use, setbacks, heights, architecture, and unit density, highlighted the need for recodification of old zones. The proposed amendment reintroduces these old zoning districts, either verbatim or with established equivalencies to current land use zones, to ensure consistent enforcement and support of development rules while properties are rezoned to align with 2024 codes. This initiative aims to resolve ambiguities in the zoning code, especially those concerning historic and master-planned community zones. The process involved extensive cataloging efforts and faced challenges in matching old zones to new standards, requiring subjective judgments on compatibility and usage. Some historic zones, particularly in commercial areas, had no modern equivalents and were marked as expired.

Legal counsel advised to include the stipulation in 17.30.010(D), "Perseverance of master development plans and master development agreements: Any zoning adopted in a master development plan or master development agreement shall survive the expiration of either or both and shall remain in full force and effect after expiration." Recent inquiries into specific zoning requirements like setbacks for accessory sheds, underscoring the need for clear and accessible historical zoning information. Section 17.30.010(B)(6), "If a development standard is not stated for a given zone in an agreement, then the Planning Director reserves the right to require and apply standards from other current, and comparable, city zones, appealable to the Planning Commission and City Council. Consideration shall be given to comparable zone standards when determining equivalencies," addresses how the City will handle ambiguities in historical zoning.

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

Discussion explored the purpose and need for easily accessible information regarding former zoning ordinances.

MOTION: *Commissioner Free moved to recommend approval to the City Council of an amendment to Eagle Mountain Municipal Code adding Chapter 17.30 Historic Zones. Commissioner Fox seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

7. Discussion Items

7.A. DISCUSSION – Agriculture and Industrial Zones Code Amendments

Mr. Hobbs presented an amendment to support ongoing efforts to simplify zoning regulations for agricultural and industrial zones with the aim of streamlining decision-making and discussions, similar to previous adjustments in residential zones. These changes address potential modifications in zone uses and involve reformatting tables for better clarity and usability, making the code easier to understand. The proposal also considers revising terminology to align with current standards and replaces existing language with simplified text. A side-by-side comparison of old and new tables and language is suggested to ensure consistency with existing policies and facilitate clearer discussions.

Commissioner Robert Fox inquired about the inclusion of wind turbines in the code, seeking clarification on their definition and use within the zones. He highlighted the importance of having clear definitions to avoid confusion, especially concerning uses like wind turbines that could have multiple applications, such as electricity generation.

Commissioner Allen expressed support for the efforts to make the zoning code more user-friendly, particularly for citizens, and appreciated the categorization and simplification efforts, noting they would facilitate easier comprehension of the code.

Commissioner Free noted the benefits of bringing Eagle Mountain's zoning code closer to those in other cities.

8. Next Scheduled Meeting

The May 28, 2024 Planning Commission was canceled. The next scheduled meeting is June 11, 2024.

9. Adjournment

MOTION: *Commissioner Fox moved to adjourn at 7:44 p.m. Commissioner Free seconded the motion.*

Jason Allen	Yes
Robert Fox	Yes
Rod Hess	Absent
Brent Strong	Absent
Craig Whiting	Absent
Bryan Free	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 7:44 p.m.

Approved by the Planning Commission on June 11, 2024.

Brandon Larsen
Planning Director

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **JUNE 11, 2024**
TITLE:	ACTION ITEM/PUBLIC HEARING - Tract Development Agreement
ITEM TYPE:	Agreement
APPLICANT:	Tract

ACTION ITEM:
Yes

PUBLIC HEARING:
Yes

PREPARED BY:
Marcus Draper, Admin

BACKGROUND:

Tract is a data center land acquisition and development company. Tract acquires and entitles land for data center construction and commissioning. It then completes the infrastructure necessary for the construction of the data centers. The parties have negotiated a development agreement for approximately 672 acres of land distributed among 2 different parcels. One of the parcels is located near the Meta, Google, and QTS sites. The other parcel abuts Industrial Planning Area 2 of the Firefly development in the southwestern portion of the City. The parties have included in this agreement certain approved uses, exceptions, entitlements, incentives, and infrastructure upgrades that they deem necessary for the success of the project.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

RECOMMENDATION:

ATTACHMENTS:

Tract Monte Vista - Development Agreement with Exhibits.pdf

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of ____________ __, 2024 (the "Effective Date") by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the "City") and UTLCO Eagle Mtn. Two, LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. The Company has the right to acquire certain real property consisting of approximately 672 acres of undeveloped land located in the City of Eagle Mountain, County of Utah, State of Utah, as more particularly described on Exhibit A hereto (the "Property").

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

1.4 "Consolidated Fee Schedule" means the City's Consolidated Fee Schedule adopted by Resolution ___________, as amended.

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

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

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

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

1.9 "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; pandemics, labor strikes, material shortages, war, riot, insurrection, acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

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

1.11 "GFA" means gross floor area.

1.12 "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.

1.13 "Mortgage" means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.14 "Mortgagee" means the holder of a Mortgage.

1.15 "Official Records" means the Official Records of Utah County, Utah.

1.16 "Parcel" means a portion of the Property that is created by the Company to be sold to a Subdeveloper.

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

1.18 "Subdeveloper" means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to the Company which purchases a Parcel within the Property for development.

1.19 "Water and Sewer Agreement" means that certain Water and Sewer Agreement, to be entered into between the Company and the City as contemplated herein.

1.20 "Taxes" means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts. Taxes do not include Impact Fees (as defined below).

1.21 "Zoning Ordinance" means that certain Title 17 of the Code.

ARTICLE II
CITY PROCEDURES AND ACTIONS

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

ARTICLE III
TAXES AND FEES

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

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

3.3 Impact Fees.

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

(b) The Parties acknowledge and agree that there may be certain of the Infrastructure Improvements to be required by the City and paid by the Company in accordance with this Agreement that represent "oversizing" required by the City or otherwise constitute improvements considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, et seq. (collectively, the "System Improvements"). In the event that the City requires Company to construct System Improvements, the City shall reimburse the Company for any and all construction costs paid by the Company for the System Improvements (collectively, the "System Reimbursement"). In the event that City requires the Company to construct System Improvements, the City shall pay the System Reimbursement to the Company in the manner agreed upon by the Parties in a separate agreement.

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

3.5 Municipal Energy Tax Reimbursement.

(a) If the Company or one or more Subdevelopers is required to pay a municipal energy sales and use tax (the "MET") pursuant to Chapter 3.10 of the Code, the City agrees to reimburse the Company or such Subdeveloper the amount of MET paid by such entity as follows:

> If the total aggregated electric load used by the Company and/or Subdevelopers during the period for which reimbursement is requested (each, a "Reimbursement Period") is at least 10,000 kW, based on annual peak load, or if the total aggregated electric load of the Company and/or Subdevelopers is expected to be at least 10,000 kW within the twenty-four (24) months following the Reimbursement Period, the City shall reimburse thirty-five percent (35%) of the MET paid by the Company or such Subdeveloper for the Reimbursement Period.

(b) The City shall reimburse the Company and/or Subdevelopers from MET collected by the City within thirty (30) days following the later to occur of the City's (i) receipt of a written request from the Company and/or Subdevelopers, which written request shall include evidence of the MET paid by the Company and/or Subdevelopers for the Reimbursement Period, and (ii) actual collection of MET paid by the Company and/or Subdevelopers for the Reimbursement Period. Each Reimbursement Period shall be not less than six (6) months and not more than twelve (12) months. The Company understands that the City's obligations hereunder are limited to the total amount of MET actually collected by the City and the City shall not be required to reimburse the Company and/or Subdevelopers from any of the City's funds other than those constituting MET collected by the City for the Project.

(c) The foregoing shall not in any way limit the Company's or any Subdeveloper's right to claim any exemption for the obligation to pay MET pursuant to applicable law, including any exemption of Section 10-1-304(4)(a) of the Utah Code Annotated.

ARTICLE IV
ENTITLEMENTS

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

4.2 Accessory Uses. The Parties recognize that the Project requires that Company be able to engage in certain accessory uses as that term is defined in the Applicable Rules. By recognizing the existence of certain accessory uses and delineating them, the Parties do not intend to limit Company’s ability to engage in other accessory uses. Rather, they seek to clarify that the City recognizes the Company’s ability to engage in these particular accessory uses provided that they meet the definition of an accessory use found in Section 17.10.030 of the Code. The City recognizes Company’s ability to engage in the following accessory uses provided that they are clearly incidental to and customarily found in connection with a principal or main use, subordinate to and serving a principal or main use, subordinate in extent, area, or purpose to the principal or main use, located on the same lot as the principal or main use, and contribute to the comfort, convenience, or necessity of the business or industry of the principal or main use:

(a) Electric and utility generation, distribution, and transmission;

(b) Power substation facilities;

(c) Battery and fuel storage facilities;

(d) General storage facilities;

(e) Water and sewer facilities;

(f) Communication, broadband, fiber optic, and other private utilities;

(g) Renewable energy generation and transmission (whether located on or off the Property);

(h) All public utilities; and

(i) Other accessory uses as allowed in the Applicable Rules.

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

4.4 Exceptions to Applicable Rules. In recognition of the significant investment that Company is making, the City is allowing the following exceptions to the Applicable Rules for the Project:

(a) Fencing. Company shall be able to install a perimeter fence up to ten (10) feet in height, including K-rated or other high security fencing, which may be installed around the entirety of the Property or development, including where property abuts an arterial or collector road;

(b) Setbacks. For purposes of setback requirements, the Property shall not be considered adjoining or abutting another zone if separated by a public roadway; and

(c) Parking. The parking requirements in the Applicable Rules are modified to require: (i) one stall per person employed on the highest employee shift, or (ii) the reasonable number of parking stalls, as determined by the Company and approved by the Design Review Committee of the City, to meet the requirements of the Project.

(d) 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 Applicable Rules, 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 Applicable Rules) 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.

(e) Seat on Development Review Committee. Company, or its designee, shall have the option at its sole discretion to 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 from Subdevelopers are considered for development on the Property.

(f) 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 or this Agreement, if applicable. No public hearings shall be required for such requests or applications.

(g) Substation Approvals. All requests to connect a power utility substation(s) on the Property shall be subject to the administrative approval process set forth in the RTI Overlay Zone or this Agreement, if applicable. No public hearing shall be required for such requests/applications.

(h) Building Height. Buildings within the Property 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 stepback 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).

(i) Lighting. 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. 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.

4.5 Changes in Applicable Rules. Subject to Section 4.13 below, no addition to, or modification of, the Applicable Rules, including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property, except changes to the Applicable Rules that are generally applicable on a City-wide basis and are updates or amendments to building, plumbing, mechanical, electrical, drainage or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization or by the state or federal governments. The Company may elect in its sole discretion, and upon written notice to the City, to have any other changes to the Applicable Rules apply to the Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Project or the Property or such portion thereof, as applicable. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. Unless otherwise provided herein, in the event of any conflict between the express terms of this Agreement and the Applicable Rules, including, but not limited to the Code, the terms of this Agreement shall prevail. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry. The City staff shall not support or initiate any zoning application or change to the Applicable Rules to (i) rezone any property adjacent to the Property to residential, unless such rezone is expressly conditioned on the recognition of the vested right to develop the Project and contains protections to assure that the Project is not required to eliminate or reduce the level of noise, light, traffic or other activity on or in the vicinity of the Property or (ii) allow any Mining Activities to be conducted on, under or within the Property.

4.6 Alternative Energy. The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including solar panels, geothermal cooling wind energy, and bulk battery storage to operate the Project or a portion thereof. Subject to any height and noise restrictions in the Applicable Rules, the City represents to the Company that such alternative energy sources are permitted uses on the Property under the Applicable Rules.

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

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

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

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

4.11 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approvals, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof.

4.12 Additional Property. This Agreement is hereby adopted and approved by the City to apply to any real property within the municipal limits of the City that is adjacent and contiguous to the Property (or that is separated from the Property only by roads, public rights of way, easements or similar land rights or uses) that the Company or an affiliate of the Company under the Control of the Company or a Controlling Entity may from time to time acquire following the Effective Date (whether in one or more parcels, "Additional Property"). Any such Additional Property shall be entitled to be developed at the Company's discretion with uses approved in the RTI Overlay Zone and/or Industrial Zone. If the Company or an affiliate of the Company under the Control of a Controlling Entity acquires Additional Property, then automatically upon notice thereof to the City, this Agreement shall apply with respect to, and the definition of "Property" hereunder shall include, such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto. If Additional Property is annexed into this Agreement pursuant to this Section 4.12 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 Applicable Rules. If the Additional Property is immediately adjacent to industrial and/or commercial located in the City, no such buffering requirements shall apply to the development of the Additional Property. This paragraph does not apply to any property located outside the City limits unless it is annexed into the City.

4.13 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Company's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1980), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509(1)(a)(ii)(A). Any such proposed legislative changes affecting the vested rights of the Company shall be of general application to all development activity in the City and, unless the City declares an emergency, the Company shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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

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

4.16 Parcel Split. The Parties acknowledge that, during the Term of this Agreement, the Property may have one or more of its parcels subdivided. If any such subdivision of the Property's parcels takes place, the Parties agree that the subdivision shall not cause any development restrictions to be imposed on the Project or the Property (including any parcel thereof) under this Agreement. As provided in the special approval process in the RTI Overlay, any subdivision and final plat application for the Project will be an administrative application, and the DRC has final approval authority for such applications, with no public hearings are required. For the avoidance of doubt, the City will not require the Company to submit a site plan application as a prerequisite prior to submitting a subdivision final plat application. Internal lot line easements will not be required between Parcels in the final plat.

4.17 Exemption from Noise and Light Limitations during Emergency. In the event the Project has an emergency, which includes, but is not limited to, any event that requires major repairs, the use of a generator or an interruption in operations for a period not to exceed thirty (30) days (each, an "Emergency"), then, for the duration of any such Emergency, the Project shall not be subject to any noise and light level limitations under the Applicable Rules. Subject to the foregoing, the Company shall make reasonable efforts to reduce any noise or light impact on surrounding properties during the Emergency.

4.18 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. The Company 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 Applicable Rules 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 Company or a

Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.19 Subdevelopers. If the Company sells or conveys one or more Parcels to Subdevelopers, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, and configurations, as applicable to such Parcel and be subject to the same limitations and rights of the City when owned the Company and as set forth in this Agreement without any required approval, review, or consent by the City.

ARTICLE V
INFRASTRUCTURE IMPROVEMENTS

5.1 Sewer Improvements. The Parties acknowledge that sewer infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property. As a result, the Company shall commence and thereafter use diligent efforts to complete the design and construction of certain improvements to the City's existing sewer infrastructure, alternatives for which are set forth in Exhibit C, the "Sewer Improvements,". The Parties' preferred alternative for sewer service to both MV1 and MV2 is a gravity sewer line; however, the Parties acknowledge that for MV1, Company's ability to utilize gravity fed sewer is dependent on the participation of the neighboring property owner. If the neighboring property owner fails to participate at the time Company is installing sewer service to MV1, Company shall utilize one of the other alternatives listed in Exhibit C for MV1. Prior to Subdivision, the Parties will enter into the Water and Sewer Agreement, which Agreement shall further specify and delineate the Sewer Improvements.

5.2 Roadway Expansion.

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

(b) On the Roadway Expansion of the portion of the Property depicted in Exhibit D as MV1 from the northwest corner heading east until the border of the Property, the Company shall dedicate thirty-eight and one-half (38 ½) feet of right-of-way and construct in accordance with the City's adopted standards a half road width of a minor collector road plus four (4) additional feet of asphalt up to a total of twenty-four (24) feet of asphalt for that portion of the Roadway Expansion. On the eastern portion of MV1 along the dirt road that is currently identified on the City's Transportation Master Plan as Zero Street, the Company shall dedicate sixty-one (61) feet of right-of-way for the portion of the Property abutting Zero Street for half of a minor arterial road and pay to the City half of the costs as of the Effective Date to construct the road in accordance with the City's adopted standards. From the southernmost portion of the Property abutting Zero Street, the Company shall dedicate the right-of-way and construct a minor collector road towards

Tyson Parkway to the western border of the property. For the portions of the road that are surrounded on both sides by the Property, the Company shall dedicate seventy-seven (77) feet of right-of-way in an alignment agreed upon by the Parties and construct the road in accordance with the City's adopted standards for minor collector roads. For the remaining portions of the road that are on the border of the Property, the Company shall dedicate forty-two and one half (38 ½) feet of right-of-way and construct a half road width of a minor collector road plus four (4) additional feet of asphalt up to a total of twenty-four (24) feet of asphalt. Along the portion of the Property that abuts Pole Canyon Boulevard, the Company shall dedicate sixty-one (61) feet of right-of-way and pay to the City the cost as of the Effective Date to add eight (8) additional feet of asphalt, two and one half (2 ½) feet of curb and gutter, and asphalt for an eight (8) foot asphalt path along the roadway.

(c) For the Roadway Expansion on the portion of the Property depicted in Exhibit D as MV2, the Company shall dedicate sixty-one (61) feet of right-of-way along the entire southern and a portion of the western border and construct a half road width of a minor arterial road in accordance with the City's adopted standards up to thirty-two (32) feet of asphalt, provided that, nothing herein shall require the Developer to dedicate or allow for a utility right-of-way within this roadway right-of-way, without the express written consent of Developer.

(d) The Parties acknowledge that the Utah Department of Transportation ("UDOT") has plans in the future to construct a highway currently known as the Cedar Valley Highway as depicted in Exhibit D, a part of which is expected to run adjacent to the east side of the Property. The City agrees to work with the Company in its efforts to locate the alignment of said Highway as far east as possible so as to not bifurcate the Property. The Company agrees to coordinate with UDOT as it subdivides and sells parcels to facilitate this eventual highway expansion.

(e) The Parties recognize that Company may acquire additional real property that may become subject to this Agreement in accordance with paragraph 4.10 or through amendment. If the Company acquires additional real property that becomes subject to this Agreement, City may require additional Roadway Expansion in accordance with its duly adopted Transportation Master Plan.

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

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

5.3 Water. The Parties acknowledge that water infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property (as more particularly described and shown on Exhibit E, the "Water Improvements," and collectively with the "Roadway Expansion" and the "Sewer Improvements," the "Infrastructure Improvements"). On the portion of the Property depicted in Exhibit E as MV1, the Company shall extend the existing water line from the northwest corner of MV1 heading east to the northeast corner as depicted in the exhibit and in accordance with the City's Capital Facilities Plan. On the portion of the Property depicted in Exhibit E as MV2, the Company shall extend the existing water line from the northwest corner of MV2 heading south towards the southwest corner as depicted in the exhibit and in accordance with the City's Capital Facilities Plan. The Parties shall enter into a Water and Sewer Agreement prior to subdivision.

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

5.5 Fiber Service. At no cost to the Company, the City hereby grants to the Company in perpetuity, privilege and authority to construct, maintain, operate, upgrade and relocate a dedicated fiber network, including underground conduits and structures, for fiber service to the Property in, under, along and through the present and future streets, alleys, public utility easements and public ways and public places (collectively, the "Public Ways"). The right to use and occupy the Public Ways shall be non-exclusive, and the City reserves the right to use the Public Ways for itself or any other entity that provides service to residences within the municipal limits of the City. The Company shall, prior to commencing new construction in the Public Ways ("Public Ways Construction"), submit to the City an application (a "Public Ways Application") for a permit (a "Public Ways Permit") for such Public Ways Construction. The City shall review and approve any Public Ways Application and issue the applicable Public Ways Permit as part of the Project Approvals in accordance with this Agreement and in any case within ten (10) days following submission of such Public Ways Application, and the City shall not unreasonably condition, delay or deny any Public Ways Permit. In performing Public Ways Construction, the Company will abide by the Applicable Rules, and the City may reasonably inspect the manner of such Public Ways Construction to assure compliance with the Applicable Rules. If, during the course of Public Ways Construction, the Company, or any contractor or entity working on behalf of the Company to install the fiber network, causes damage to or alters the Public Ways or public property in a manner not permitted hereunder, the Company shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore such damaged or altered property in as good a condition as existed before such Public Ways Construction commenced. Notwithstanding anything to the contrary contained in Section 9.1, if the Company fails to cure a default of its obligations under this Section 5.4 within the applicable cure period under Section 9.1, then (i) the

City's sole and exclusive remedy under this Agreement shall be to seek damages from the Company, subject to Section 9.3, or specific performance of the Company's obligations under this Section 5.4, and (ii) the City shall not have the right to terminate this Agreement as the result of any default by the Company of its obligations under this Section 5.4.

ARTICLE VI
MORTGAGES

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

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

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

6.4 Disaffirmation. If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 7.4.

ARTICLE VII
TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of forty (40) years. The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City.

ARTICLE VIII
THIRD PARTY TRANSACTIONS

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

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

ARTICLE IX
DEFAULT AND REMEDIES

9.1 Generally. In the event of a default of this Agreement, the non-defaulting Party may provide written notice of the default to the defaulting Party and specify a period of not less than sixty (60) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. Without limiting Section 6.3, if the defaulting Party fails to cure the default within such cure period, the non-defaulting Party may either (a) terminate this Agreement or (b) enforce this Agreement by the additional remedies set forth below.

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

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

ARTICLE X
MISCELLANEOUS

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

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

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

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

Company: UTLCO EAGLE MTN. TWO, LLC
c/o Tract Management Company, LP
3300 E. 1st Avenue, Suite 600
Denver, Colorado 80206
Attn: Jessica Bennett
Tel: 303.276.7943
Email: Jessica.bennett@tract.com

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

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

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

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

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

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

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

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

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

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

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

10.14 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, all building plans, building diagrams, business projections, non-public financial information, and operating data related to the Company, including, but not limited to water utilization rates shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

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

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

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

[Signatures appear on following page]

CITY:

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

____
Tom Westmoreland, Mayor

ATTEST:

____
City Recorder

APPROVED TO FORM:

____
City Attorney

COMPANY:

UTLCO Eagle Mtn. Two, LLC,

a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT A

PROPERTY

The Land is described as follows:

PARCEL 1:

NORTH HALF AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO STEVEN GEORGE SMITH AND KAY SMITH IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 12, 1997 AS ENTRY NO. 44889 IN BOOK 4293 AT PAGE 427 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO SHARK INVESTMENTS CORP., INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 06, 2009 AS ENTRY NO. 35757:2009 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36’26” EAST 369.61 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36’26” EAST 12.00 FEET; THENCE SOUTH 00°42’29” EAST 115.71 FEET; THENCE EAST 32.80 FEET; THENCE SOUTH 101.00 FEET; THENCE WEST 101.00 FEET; THENCE NORTH 101.00 FEET; THENCE EAST 56.20 FEET; THENCE NORTH 00°42’29” WEST 115.80 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO SHARK INVESTMENTS CORP., INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 04, 2009 AS ENTRY NO. 48701:2009 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36’26” EAST 94.33 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36’26” EAST 14.01 FEET; THENCE SOUTH 01°28’18” EAST

140.64 FEET; THENCE SOUTH 89°37’35” EAST 88.13 FEET; THENCE SOUTH 00°22’25” WEST 97.00 FEET; THENCE NORTH 89°37’35” WEST 105.00 FEET;
THENCE NORTH 00°22’25” EAST 97.00 FEET; THENCE SOUTH 89°37’35” EAST 2.86 FEET; THENCE NORTH 01°28’18” WEST 140.64 TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF GROUND LOCATED IN SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, AND SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT POINT ON THE WESTERLY LINE OF A GAS EASEMENT RECORDED IN THE UTAH COUNTY RECORDER’S OFFICE, JULY 23, 1991, AND DECEMBER 12, 2001, ENTRY No’s. 28818 (BOOK 2815, PAGE 569) AND 130191:2001, SAID POINT BEING 1,254.67 FEET NORTH 89°43'21" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER, FROM THE SOUTH QUARTER CORNER, SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 89°43'21" WEST, 1,416.02 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 0°14'57" EAST, 53.66 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE NORTH 90°00'00" WEST, 307.40FEET; THENCE NORTH 0°00'00" EAST, 5,283.41 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 89°24'28" EAST, 330.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 89°19'56" EAST, 1692.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31 TO A POINT ON THE
WESTERLY LINE OF SAID GAS LINE EASEMENT; THENCE SOUTH 3°12'48" WEST, 5,329.18 FEET ALONG THE WESTERLY LINE OF SAID GAS LINE EASEMENT AND THE POINT OF BEGINNING.

PARCEL 3: INTENTIONALLY DELETED.

PARCEL 4:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, T6S, R2W, SLB&M.; AND RUNNING THENCE N 89°39'14" W 329.85 FEET; THENCE N 0°14'59" E 2662.93 FEET; THENCE N 0°14'37" E 2600.63 FEET; THENCE SOUTH 5212.08 FEET; THENCE EAST 307.45 FEET; S 0°14'38" W 53.42 FEET TO THE POINT OF BEGINNING. (TAX PARCEL 59:069:0004)

ALSO BEING DESCRIBED AS FOLLOWS:

ALL OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY:

COMMENCING AT A POINT 82.5 FEET EAST OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 412.5 FEET; THENCE SOUTH 5,280 FEET; THENCE EAST 825 FEET; THENCE NORTH 1,056 FEET; THENCE WEST 412.5 FEET; THENCE NORTH 4,224 FEET TO POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN STEEPLECHASE SOUTH SUBDIVISION RECORDED JUNE 01, 2020 AS MAP FILING NO. 17093 AND AS ENTRY NO. 74983:2020 OF PLATS

EXHIBIT B

PROJECT APPROVALS

Complete Approvals

1. City Council Adoption of Ordinance O-XX-2024 on June 18, 2024 approving this agreement

Remaining Project Approvals

1. City Council approval of the Water and Sewer Agreement (or administrative approval of same, if appropriate).

2. Development Review Committee (DRC) approval of the RTI (Regional Technology and Industry) Site Plan; approvals for each building, including construction plans and documents.

3. Administrative approval of any subdivision plats that are in line with the RTI Site Plan and uses outlined in this agreement.

4. City Engineer approval of a grading and excavation permit for work on the project site within ten (10) Business Days following submission of an application.

5. Building permit(s)

6. Building inspections and on-site facility inspections

7. Construction permit(s) for off-site utilities/facilities.

8. Inspections for off-site utilities/facilities.

9. Permit for off-site fiber

10. Storm Water Pollution Prevention Plan (SWPPP) permit(s)

11. Traffic Control plan

EXHIBIT C

SEWER IMPROVEMENTS

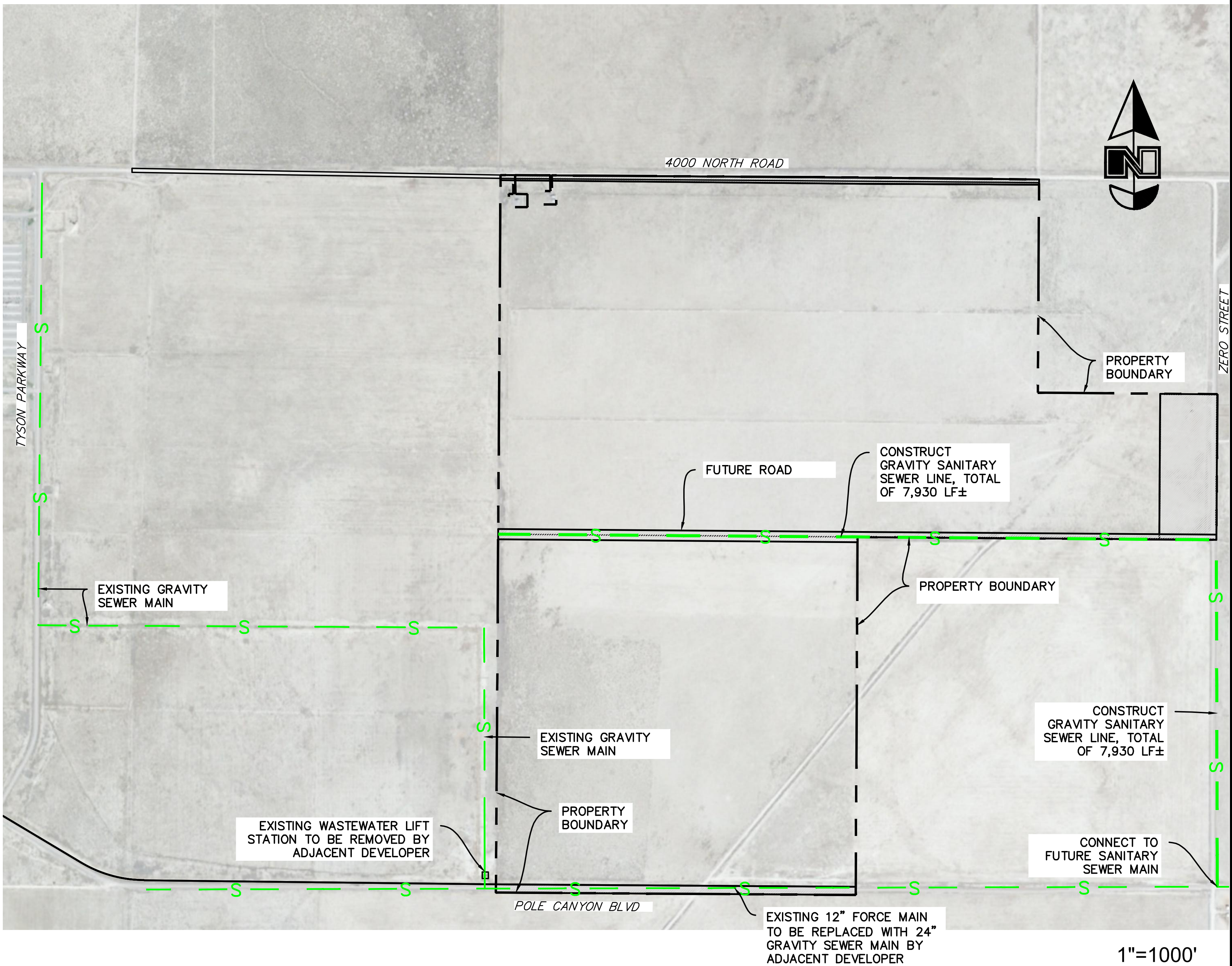


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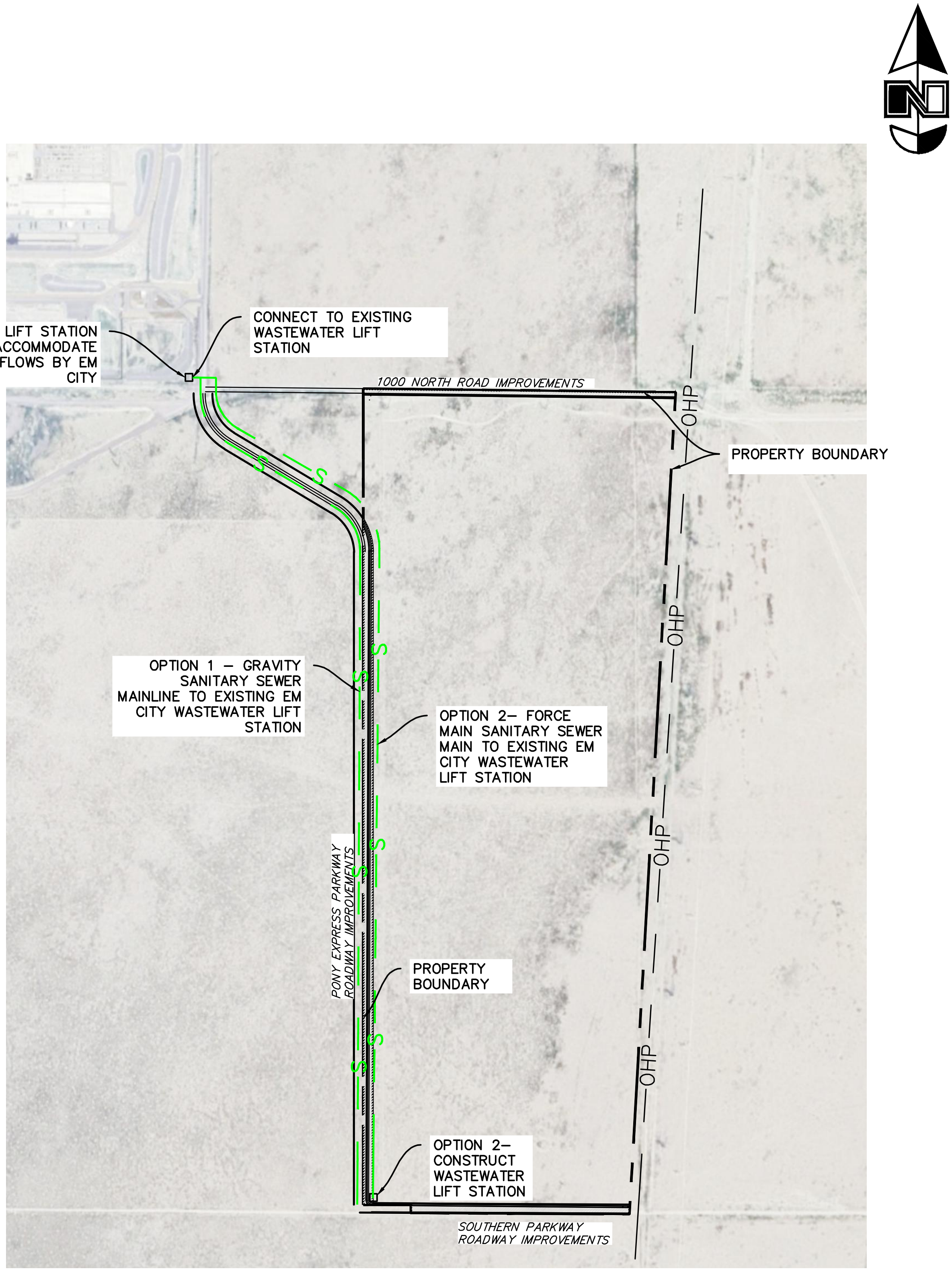
EXHIBIT C
MV1 - OFF-SITE SEWER IMPROVEMENTS
EAGLE MOUNTAIN, UTAH



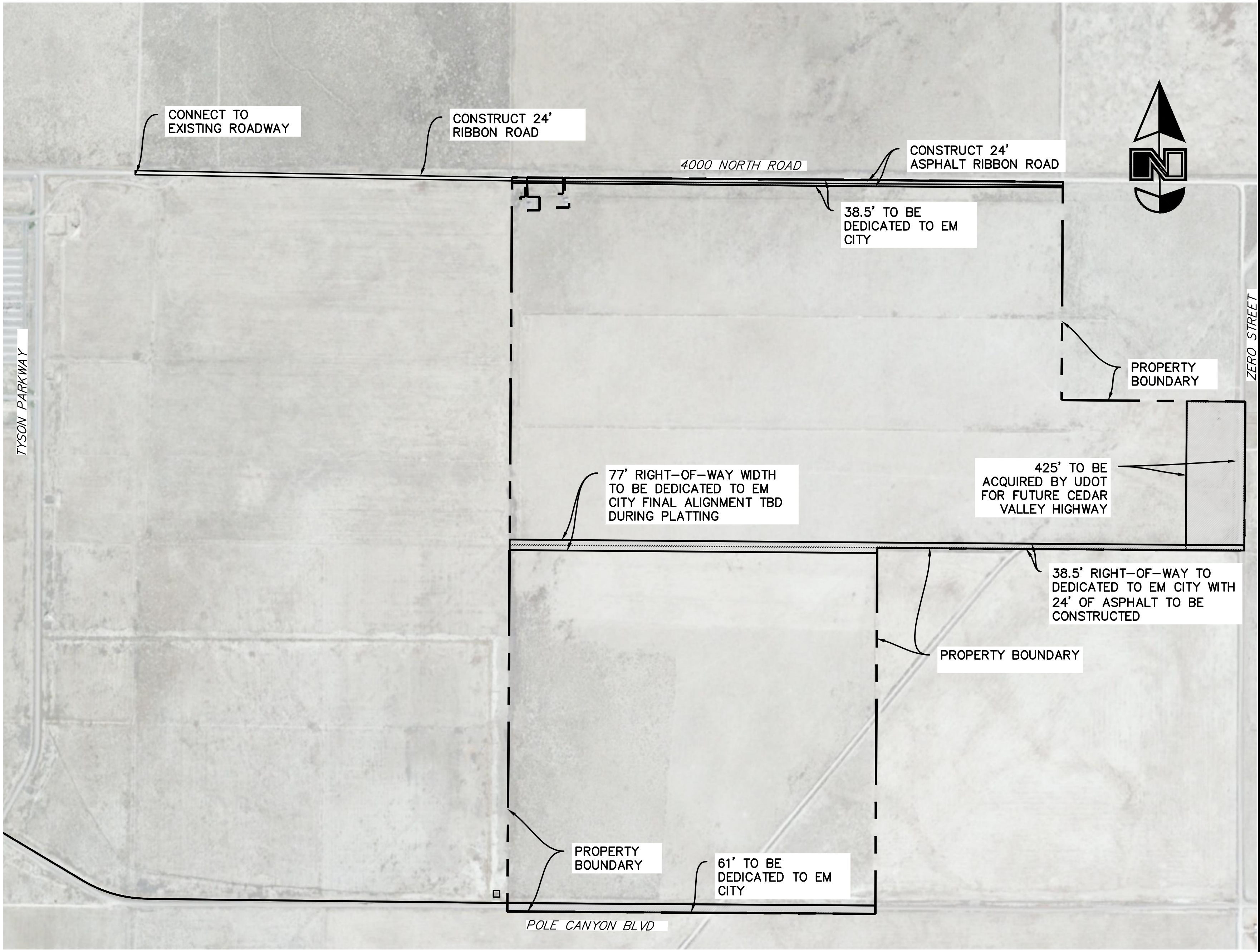
1"=1000'

EXHIBIT C
MV2 - OFF-SITE SEWER IMPROVEMENTS
EAGLE MOUNTAIN, UTAH

tract

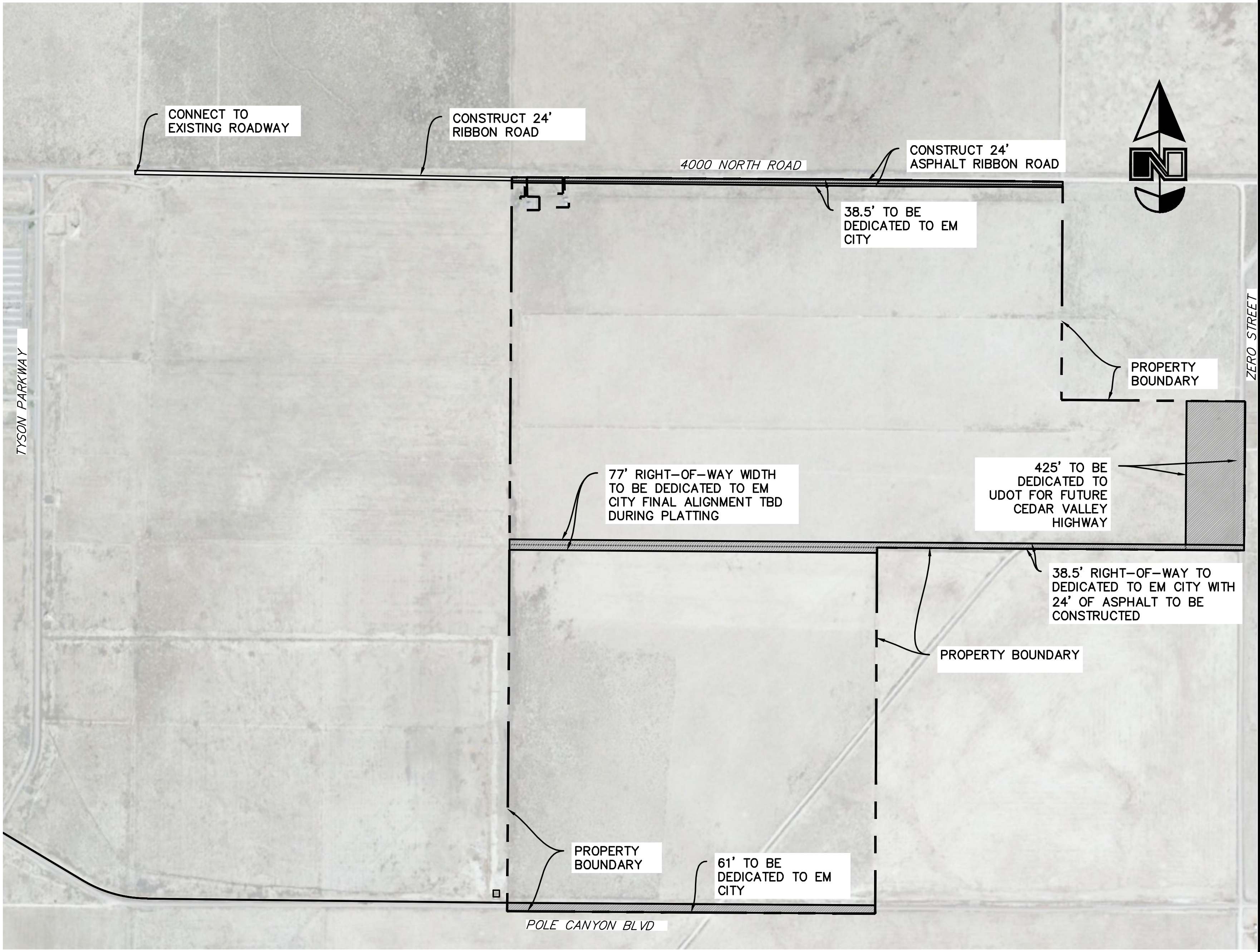
<u>EXHIBIT D</u>

ROADWAY EXPANSION



1"=1000'

EXHIBIT D
MV1 - OFF-SITE ROADWAY
IMPROVEMENTS
EAGLE MOUNTAIN, UTAH



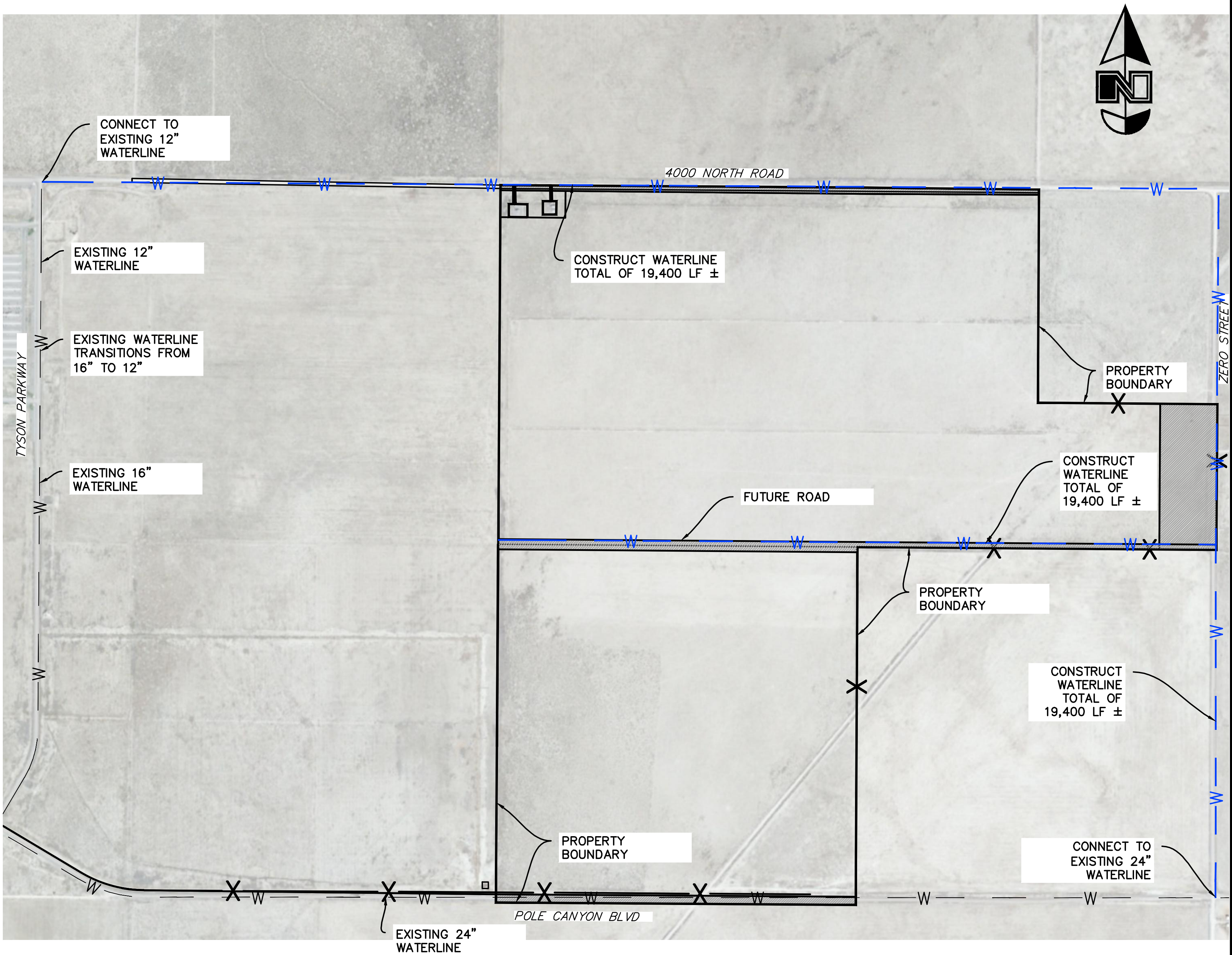
1"=1000'

tract

EXHIBIT D
MV1 - OFF-SITE ROADWAY
IMPROVEMENTS
EAGLE MOUNTAIN, UTAH

<u>EXHIBIT E</u>

WATER IMPROVEMENTS



1"=1000'

tract

EXHIBIT E
MV1 - OFF-SITE WATER
IMPROVEMENTS
EAGLE MOUNTAIN, UTAH

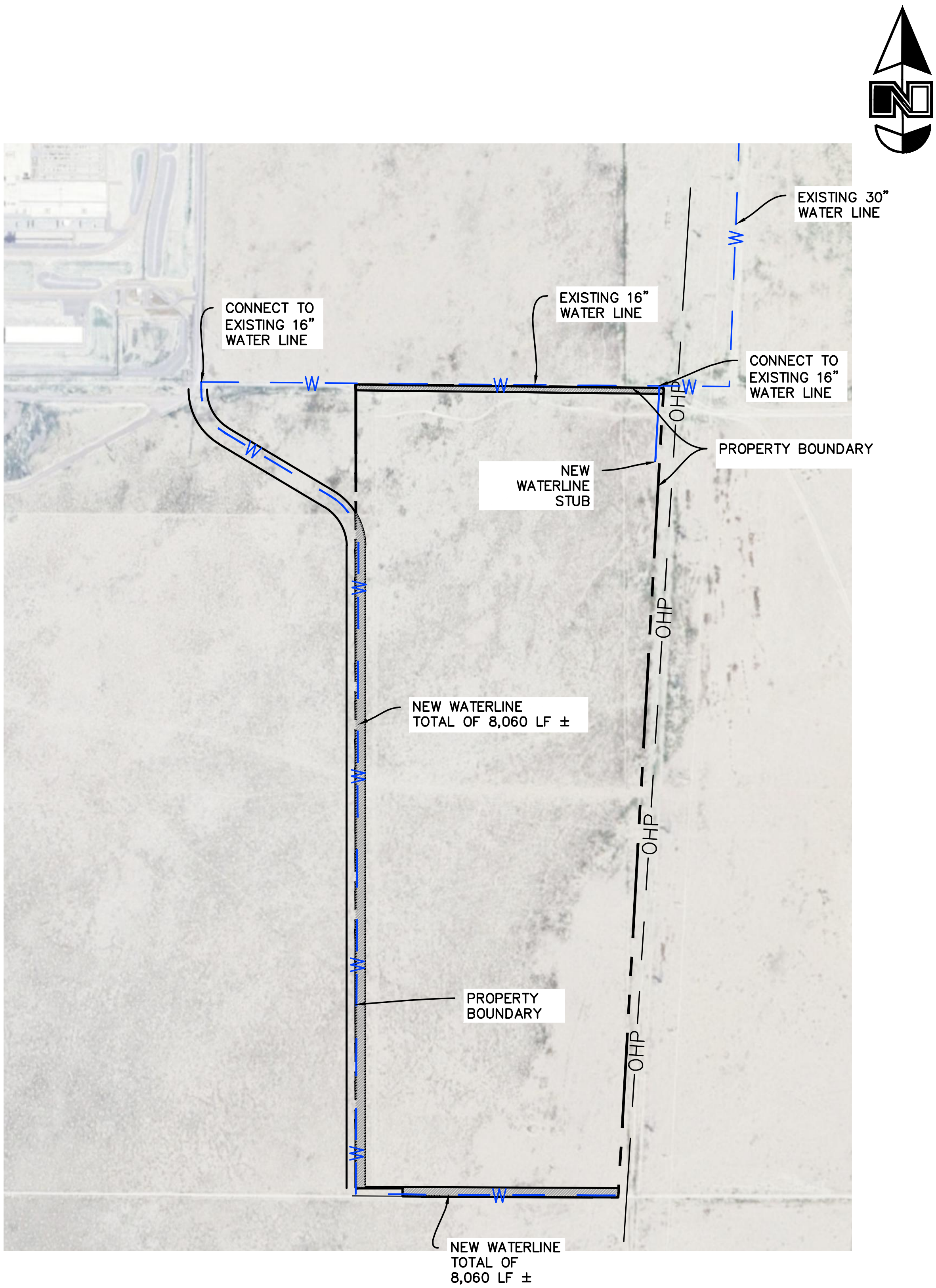


EXHIBIT E
MV2 - OFF-SITE WATER
IMPROVEMENTS
EAGLE MOUNTAIN, UTAH

tract

	EAGLE MOUNTAIN CITY **PLANNING COMMISSION MEETING** **JUNE 11, 2024**
TITLE:	ACTION/ADVISORY ITEM - Locke Pet Sitting Expansion
ITEM TYPE:	Motion
APPLICANT:	Melanie Locke

ACTION ITEM:
Yes

PUBLIC HEARING:
No

PREPARED BY:
Steven Lehmitz, Planning

BACKGROUND:

The applicant recently expressed interest with Staff about exploring avenues to increase the number of dogs allowed to be on their property while operating a short-term pet sitting home business. The address is 2322 E. Hawk Lane and is 1.26 acres. The City issued a short-term pet sitting license to the applicant on February 13, 2020 and it is still valid. The applicant is currently permitted to have no more than 8 dogs on their property at any time. They are now requesting approval from the Planning Commission to have up to **30 dogs** on their property at any given time.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

EMMC Table 6.05.260(a) designates how many dogs are allowed on lots based on the lot size. It also provides the Planning Commission the ability to increase the allowed number of dogs allowed on a properties of 1 acre and more.

RECOMMENDATION:

Staff is of the opinion that the applicant's request to have up to 30 dogs on their property at any given time is very excessive. Staff recommends no more than 10 dogs be allowed on the property. For perspective, EMMC Table 6.05.260(a) permits 12 dogs on lots of 10 acres or more. We also recommend this approval run with the owner's license and not the land.

ATTACHMENTS:

Applicant's Letter
Current Short-term Pet Sitting Approval Letter
Photos from Original Application

Photos with Current Request
Letter from Neighbor

Good afternoon members of the planning commission,

My name is Melanie Locke, and I am the owner of Eagle Mountain Dog Boarding and Grooming. I appreciate the opportunity to speak with you today about an important matter for our business and the community.

Our facility has been serving the community with high-quality boarding, training and grooming services for 5 years. Over this time, our reputation for excellent service has resulted in a steady increase in demand for our services. We take pride in providing a safe, clean, and loving environment for all dogs under our care, and we adhere to all regulations and best practices in animal care. We specifically focus on providing a low stress environment for boarding, daycare, grooming, and basic obedience dog training.

Currently, we are permitted to board and groom 8 dogs at a time, and as it stands now we are routinely turning away clients and even long-time clients which is negatively affecting our clients and business. There simply is not enough capacity within the community to provide comparable service and it has resulted in difficulty with our clients as to whether or not we can provide service. We are humbly requesting a proposed increase for the number of dogs we are permitted to train, board/daycare, groom to 30 dogs to cover high demand periods and during hours of drop off and pick up hours through the day.

This increase will allow us to serve more families in the community without compromising on the quality of our care. We have carefully planned for this expansion in our existing areas and have the infrastructure, and resources in place to manage the additional dogs, effectively, and without disruption to the neighborhood. Additional kennels would be added in our large barn space. See attached pictures. We would also like to ask that the variance be left with the property.

We are supportive and responsible members of the community and strongly believe our service is of benefit to the residents of Eagle Mountain, ensuring their pets receive the best care.

Thank you for considering our request. We are committed to continuing our work as a trusted and responsible member of the community and are happy to answer any questions you may have.

Sincerely,

Melanie Locke
Eagle Mountain Dog Boarding and Grooming

EAGLE MOUNTAIN

PLANNING DEPARTMENT

(801) 789-6617 • 2565 PONY EXPRESS PARKWAY, EAGLE MOUNTAIN, UT 84005 • WWW.EMCITY.ORG

February 13, 2020

Melanie Locke
2322 E. Hawk Lane
Eagle Mountain, UT 84005

Dear Melanie,

This letter is to confirm the approval of a Short-Term Pet Sitting License located at your home at 2322 E. Hawk Lane, Eagle Mountain, UT 84005. Approval is given with the following conditions:

- Where permitted by chapter 6.05.290 EMMC, individuals may provide short-term pet sitting inside their homes or on their residential property as a home-based business.
- A maximum of 8 dogs per Table 6.05.260(a) EMMC;
- All provisions of chapters 6.05.270 and 6.05.290 EMMC are followed;
- The City can schedule site inspections with seven days' notice prior to inspection date;
- Licenses are not transferable and can be revoked if licensee is not in compliance with chapter 6.05.280 EMMC.

Please do not hesitate to contact the Planning Department at (801) 789-6617 regarding any questions or concerns you may have.

Sincerely,

Jessa Porter

Jessa Porter
Planner I
Eagle Mountain City
jessa.porter@emcity.org
(801) 789-6617

To whom it may concern,

My neighbor is the Locke family aka Eagle Mountain Dog Boarding and Grooming. I support their business as an asset to the community.

I support their request to increase the number of clients they are able to serve as they are good neighbors.

Sincerely,

Karen Kast, Mountainview Nursery LLC