



EAGLE MOUNTAIN CITY COUNCIL MEETING

May 16, 2023, 4:00 PM

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

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B DISCUSSION - Tract/TripleTail
Letter of Support

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

9. INTRODUCTIONS

9.A 2023 Pony Express Rodeo Royalty

1. Addisen McMullin, Queen
2. Lydia Knapp, 1st Attendant
3. Aubrie Christensen, 2nd Attendant
4. Hadlee Warnick, Princess
5. Brooklyn Brown, Princess 1st Attendant
6. Nikki Hetzel, Princess 2nd Attendant

CONSENT AGENDA

10. AGREEMENTS

- 10.A [Ladder Sign Concession Agreement Amendment - Eagle Mountain Chamber of Commerce](#)
[Header Sample](#)

11. BID AWARDS

- 11.A [2023 Eagle Mountain Spray Applied Seal Coat Project - Morgan Pavement Overview](#)
[Bid Summary](#)
- 11.B [Smith Ranch Park Skatepark - Spohn Ranch Inc. Skate Park Rendering](#)
- 11.C [Smith Ranch Park Restroom - CXT Inc. CXT Santiago Restroom](#)

12. MINUTES

- 12.A [May 2, 2023 Minutes - Regular City Council Meeting](#)
[05.02.2023 City Council Minutes - DRAFT](#)

13. PRELIMINARY PLATS & SITE PLANS

- 13.A [PRELIMINARY PLAT AND SITE PLAN - Mountain America Credit Union Civil MACU](#)
[Elevations MACU](#)
[Lighting MACU](#)
- 13.B [SITE PLAN - Applebee's Civil Plans](#)
[Elevations](#)
- 13.C [SITE PLAN - Gateway Park AT&T Cell Tower Civil Drawings](#)

Site Photos
Statement of Justification

14. RESOLUTIONS

- 14.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Declaring Surplus Property.
RES--Surplus Property - Fleet Vehicles
EXHIBIT--Surplus Property

SCHEDULED ITEMS

15. POLE CANYON / FIREFLY

- 15.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon Master Development Plan, Now Known as Firefly.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed applications include an amendment to the Pole Canyon Master Development Plan and an Amended and Restated Master Development Agreement. The project is located on approximately 2,782 acres in portions of Utah County Parcel Sections 16 through 21, lying generally in the southwest area of the City.

ORD--Pole Canyon MDP Amendment #1 (Firefly)
EXHIBIT--Firefly Land Use Master Plan
Pole Canyon vs Firefly
Amended and Restated MDA - Clean Copy
Amended and Restated MDA - Redlines
Firefly Community Plan
Technical Guidelines
Phase 1 Parks A & C Plans

- 15.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Pole Canyon Amended and Restated Master Development Agreement, Now Known as Firefly.
RES--Amended and Restated Pole Canyon MDA (Firefly)

16. PORTER'S CROSSING TOWN CENTER

- 16.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.

BACKGROUND: *(Presented by Assistant City Administrator/Community Development*

Director Steve Mumford) The proposed ordinance amends the Porter's Crossing Town Center Master Development Plan and the City's Future Land Use Map of the General Plan and rezones the undeveloped portions of the project. The development is located north of Pony Express Parkway and along Porter's Crossing on Utah County Parcels 58:034:0658, 58:034:0661, 58:034:0756, and 58:034:0757.

ORD--Porter's Crossing Town Center General Plan Amendment, Rezone, and Master Development Plan

Porter's Crossing Town Center MDA & Exhibits

Traffic Impact Study

Future Land Use Map

- 16.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Third Amendment to the Porter's Crossing Town Center Master Development Agreement.

An applicant-proposed amendment to the Porter's Crossing Town Center Master Development Agreement.

RES--Porter's Crossing Town Center MDA Amendment #3

17. ORDINANCES/PUBLIC HEARINGS

- 17.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the General Plan Future Land Use Map and Rezoning Certain Land Known as Eagle Mountain Benches.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed ordinance includes a General Plan Future Land Use Amendment from Agricultural/Rural Density 1 to Agricultural/Rural Density 2 and an associated Rezone from Residential to RD1. The property is located on 47.5 acres on Utah County Parcels Numbers 59:006:0055, 59:006:0047 & 59:006:0046.

ORD--Eagle Mountain Benches General Plan Amendment & Rezone

EXHIBIT--Eagle Mountain Benches General Plan Land Use Map

EXHIBIT--Eagle Mountain Benches Rezone Map

Vicinity Map

General Plan Future Land Use Map

Adjoining Eagle Quest MDP Map

EM Benches Utility Corridor and Parcels' Proposed Rezone Area

Zone Buffer Table

Residential Density Yield Chart

Concept Plan

Well Map

Fire Department Memo

- 17.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah,

Amending the Eagle Mountain Municipal Code, Section 17.70.030, Accessory Dwelling Unit Standards.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance includes an amendment to EMMC Section 17.70.030, Accessory Dwelling Unit Standards, to remove the maximum allowed area of 50% of the primary home's square footage for detached accessory dwelling units (ADUs). The amended code retains the detached ADU permitted size of between 400 and 1,200 square feet.

ORD--EMMC 17.70.030 Accessory Dwelling Unit Standards

EXHIBIT--EMMC 17.70.030 Accessory Dwelling Unit Standards

- 17.C **ORDINANCE/PUBLIC HEARING** - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.05.200 Tables Relating to Application Expirations.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance adds a table to Section 17.05.200 to identify when zoning applications expire due to inactivity. Land use applications will expire after 12 months of inactivity, and other planning applications will expire after 6 months of inactivity.

ORD--EMMC 17.05.200 Tables - Application Expirations

EXHIBIT--EMMC 17.05.200 Tables - Application Expirations

- 17.D **ORDINANCE/PUBLIC HEARING** - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 17.55.080 Landscaping in Parking Areas and 17.100.050 Site Plan Development Standards.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance includes an amendment to EMMC Section 17.55.080 Landscaping in Parking Areas to clarify on-site landscaping is required adjacent to parking and drive lanes, and an amendment to 17.100.050 Site Plan Development Standards to define where measurements are taken between driveways and rights-of-way.

ORD--EMMC 17.55.080 Landscaping in Parking Areas & 17.100.050 Site Plan Dev Standards

EXHIBIT--EMMC 17.55.080 Landscaping in Parking Areas

EXHIBIT--EMMC 17.100.050 Site Plan Development Standards

18. ORDINANCES

- 18.A **ORDINANCE** - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 12.30 Public Assemblies.

BACKGROUND: *(Presented by Communications Manager Tyler Maffitt)* The proposed ordinance creates standards for appropriateness at events within the community and clarifies the application and appeal processes for event licenses in Eagle Mountain.

[ORD--EMMC 12.30 Public Assemblies](#)

[EXHIBIT--EMMC 12.30 Public Assemblies](#)

19. LEGISLATIVE ITEMS

19.A UPDATE - 2023 State Legislation Impacting the City

19.B [MOTION - Legislative Priorities List](#)

BACKGROUND: *(Presented by Director of Legislative Affairs Cliff Strachan)* The City Council is requested to clarify by adoption or amendment its list of priorities.

[Legislative Priorities List - Draft](#)

20. CITY COUNCIL/MAYOR'S BUSINESS

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

21. CITY COUNCIL BOARD LIAISON REPORTS

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

22. COMMUNICATION ITEMS

22.A Financial Report

[Executive Summary April 2023](#)

22.B Upcoming Agenda Items

[Upcoming Agenda Items](#)

23. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this this 11th day of May, 2023, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	DISCUSSION - Tract/TripleTail		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

Evan Berrett & Company

RECOMMENDATION:

BACKGROUND:

Project Triple Tail is a company intending to acquire several hundred acres of land in Eagle Mountain City for the purpose of developing the property to then attract data center operators. The company is in the process of acquiring land outside but adjacent to the existing boundaries of the RTI overlay zone. They have received a positive recommendation from Planning Commission, and are now interested in sharing about themselves, their business model, and future plans with Council in anticipation of a future vote on expanding the RTI overlay zone over the properties they are acquiring.

ITEMS FOR CONSIDERATION:

The company behind Project Triple Tail does not build or operate datacenters. They do all of the upfront work to bring in infrastructure and so forth to then sell sites to datacenter builders/operators. The RTI overlay expansion would aid them in their objectives to attract the datacenters, resulting in many billions of dollars of investment into the City.

In talks with the Company, we have communicated that we are not interested in water-cooled datacenters coming to Eagle Mountain, and they have been informed that tax incentives are already being stepped down quite significantly for datacenters.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

Planning Commission provided a recommendation in favor of approval.

ATTACHMENTS:

[Letter of Support](#)

Date: May 16, 2023

From: Evan Berrett, Economic Development Director

To: Eagle Mountain City Planning Commission

Re: Applicant request for RTI Overlay Expansion

Eagle Mountain City Council,

I wish to convey my support for the request to expand the RTI overlay zone per the request of the applicant. Eagle Mountain City residents and leadership know well the positive impacts that the RTI overlay zone has had on the economic development of our city, and we have seen the tremendous impact that companies who benefited from this overlay have had on our community. The company has presented a new concept to City staff that would ultimately lead to additional companies more rapidly gaining interest in building datacenters in Eagle Mountain.

A few concerns I frequently hear about datacenters in Eagle Mountain include whether we will end up with too many datacenters, if datacenters will draw too much water, or whether we are not diversified enough economically. The RTI overlay zone currently covers sections in the southern end of our city and in the Pole Canyon area. The southern area, in particular, is uniquely suited for datacenters given the lack of transportation access for hauling goods. We have already discussed with the applicant the desire to attract only datacenter operators who do not use water for cooling. And Eagle Mountain City staff is working hard to attract other industrial partners but expect them to be more attracted to areas along Eagle Mountain Blvd. and SR-73 to be closer to workforce, major transportation corridors, and other amenities.

I believe that is in the interest of the City to support the expansion of the RTI Overlay Zone, which has been very successful, and the addition of more datacenters, particularly in the areas that the applicant is seeking to ultimately develop. Please reach out with any questions at any time. Thank you.

Sincerely,



www.emcity.org



info@emcity.org



801-789-6601



801-789-6649



1650 Stagecoach Run Eagle
Mountain, Utah 84005



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	Ladder Sign Concession Agreement Amendment - Eagle Mountain Chamber of Commerce		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain Chamber of Commerce		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council consider an amendment to the ladder sign design.

The City Council can approve with or without changes, deny, or table the applicant-proposed amendment.

BACKGROUND:

The Eagle Mountain Chamber of Commerce manages the ladder signs throughout the City, providing an opportunity for local businesses to inform residents of their offerings and locations. Over the past several months, the Chamber has invested significantly in repairing, replacing, or installing new sign frames throughout the City. Each of these signs has a header that typically has the Eagle Mountain City logo displayed. The work on the signs has opened up the opportunity to consider replacing the City logo with the Chamber logo, indicating to those who see the signs who has management of those signs.

ITEMS FOR CONSIDERATION:

The ladder signs are property of Eagle Mountain City, but the Eagle Mountain Chamber of Commerce collects all revenues from the ladder signs. The revenues fund other Chamber activities and services.

Eagle Mountain City may be undertaking a rebrand resulting in a modified or new logo.

The header style still includes the curved top.

The Chamber of Commerce has indicated that they are fine with using the City logo. There is no known temporary solution for the headers to allow for less-expensive replacement modification should there be a re-brand.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Header Sample](#)

EAGLE
MOUNTAIN
CHAMBER OF COMMERCE



1

EAGLE
MOUNTAIN
CHAMBER OF COMMERCE



2

EAGLE
MOUNTAIN
CHAMBER OF COMMERCE



1

EAGLE
MOUNTAIN
CHAMBER OF COMMERCE



2

EAGLE
MOUNTAIN
CHAMBER OF COMMERCE



1

EAGLE
MOUNTAIN
CHAMBER OF COMMERCE



2



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	2023 Eagle Mountain Spray Applied Seal Coat Project - Morgan Pavement		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$355,087.00 G.L.# 10-41-44100-5122 Fiscal Budget 2023		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Zac Hilton, Public Works

PRESENTED BY:

Zac Hilton

RECOMMENDATION:

Staff recommends that the City Council award the 2023 Eagle Mountain Spray Applied Seal Coat Project to Morgan Pavement in the amount of \$355,087.

BACKGROUND:

Eagle Mountain City requested bids on U3P for the placement of a spray-applied seal coat treatment to 2,002,748 SF of recently accepted residential roadways. The attached map notes the specific roads. The bid also includes the ability to renew the contract for up to an additional 4 years with a 3% price escalation per year. The contract can be renewed or declined on a year-by-year basis based on both Eagle Mountain City and the contractor's approval. The primary intent for the renewal in this contract is to provide a seal coat fee formula for future developments. This will allow staff to better predict the necessary fees to collect from developers at plat recordation, which will be used in future years to pay for the seal coat.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

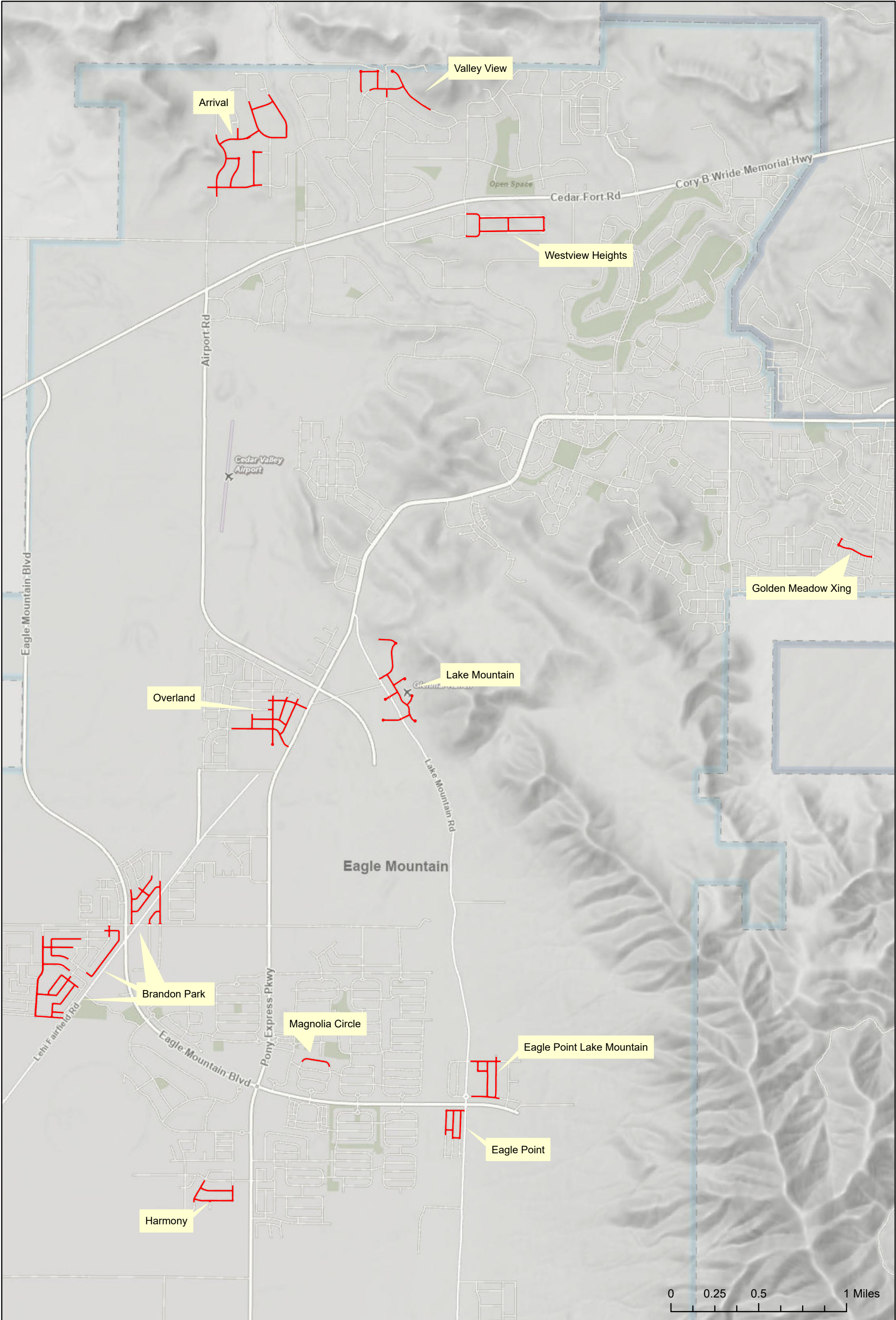
ATTACHMENTS:

[Overview](#)

[Bid Summary](#)

Spray Applied Overview

Total: 2,002,748 Sq Ft



**EAGLE MOUNTAIN BID OPENING for
EM Spray Applied Seal Coat Project EMC-FY23-24**

Opening Date:	May 9, 2023				
		Complete Bid			
	Bidder / Vendor	YES	NO	Total Amount	Awarded
1	Andersen Asphalt LLC			394,112.29	
2	Morgan Pavement Maintenance			355,087.00	Selected
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Opened by:

Melissa Yates



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	Smith Ranch Park Skatepark - Spohn Ranch Inc.		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$869,600.00		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Parks and Recreation

PRESENTED BY:

Brad Hickman

RECOMMENDATION:

Staff recommends that the City Council award the construction of skatepark in Smith Ranch Park Project to Spohn Ranch Inc. in the amount of \$869,600.00.

BACKGROUND:

Eagle Mountain City requested bids for the construction of a concrete skatepark in Smith Ranch Community Park. The staff had to wait for the awarding of a grant that was submitted for the skatepark through UORG. The city has received a grant in the amount of \$200,000.00 to go toward the construction of the skatepark. The bid has been submitted by Spohn Ranch Inc. who specializes in the design and construction of skateparks. The bid was submitted through Sourcewell a national contracting service that Utah state procurement code recognizes. Staff has worked with a small number of individuals in the community specific to the skatepark community to come up with the design. The total amount of the contract to Spohn Ranch Inc. on this project will amount to \$869,600.00. This project will be funded by the grant, park impact fees and park fee-in-lieu.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Skate Park Rendering](#)





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	Smith Ranch Park Restroom - CXT Inc.		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$257,587.80		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Parks and Recreation

PRESENTED BY:

Brad Hickman

RECOMMENDATION:

Staff recommends that the City Council award the construction of skatepark in Smith Ranch Park Project to Spohn Ranch Inc. in the amount of \$257,587.80.

BACKGROUND:

Eagle Mountain City requested bids for the prefabricated bathroom for a restroom in Smith Ranch Community Park. The bid has been submitted by Spohn Ranch Inc. who specializes in the design and construction of skateparks. The bid was submitted through Sourcewell a national contracting service that Utah state procurement code recognizes. Staff has selected a restroom that will accommodate the usage for the entire park, staff has also selected an option that will allow for the restroom to stay open the entire year, rather than seasonal. The total amount of the contract to CXT Inc. on this project will amount to \$257,587.80. This project will be funded by the grant, park impact fees and park fee-in-lieu.

ITEMS FOR CONSIDERATION:

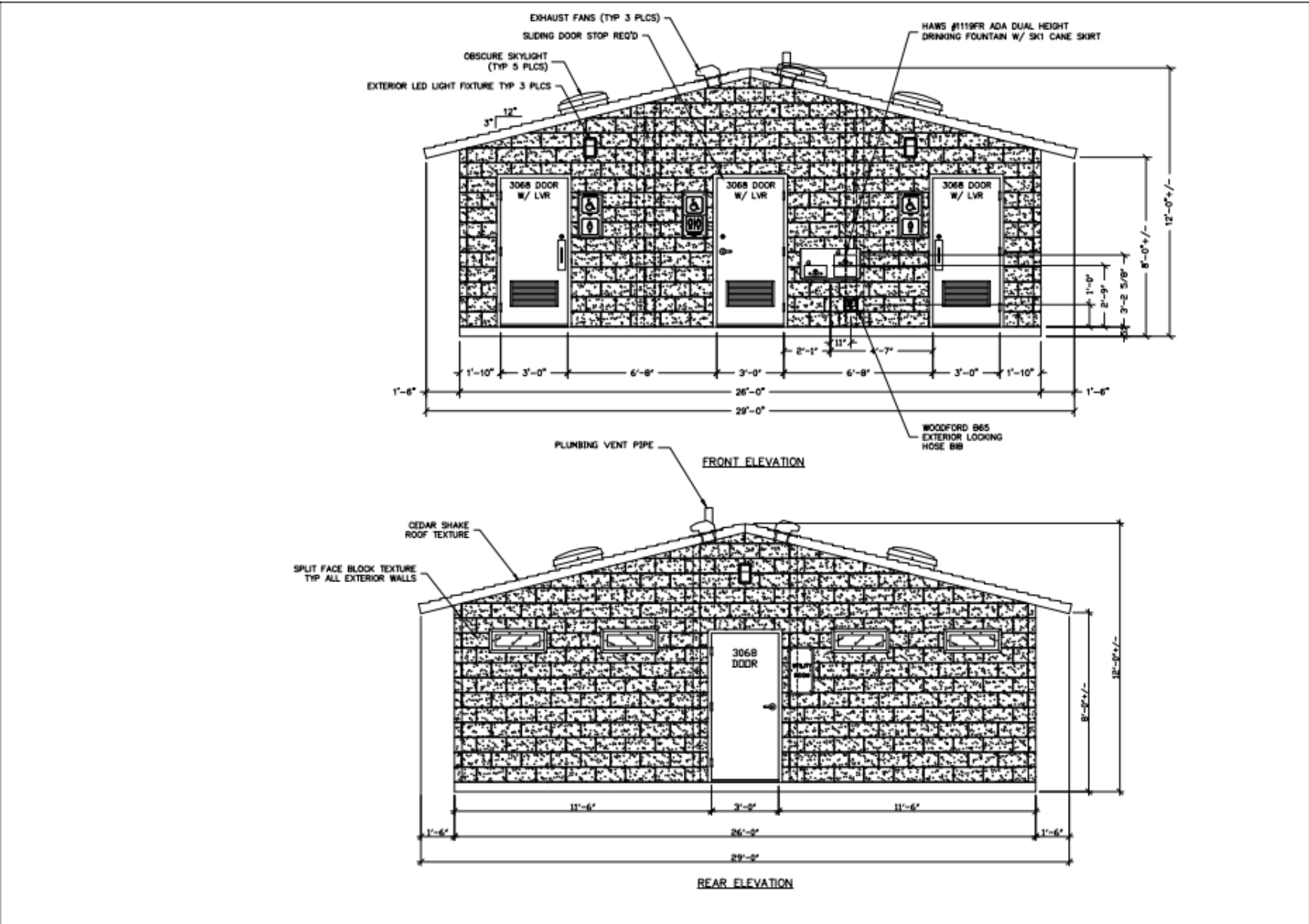
REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[CXT Santiago Restroom](#)

CXT – Santiago Prefabricated Restroom





EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

May 2, 2023, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Steven Lehmitz, Planner; Jed Shum, Planner; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Michele Graves, Library Director; Embret Fossum, Unified Fire Authority Battalion Chief; B.J. Eccles, Sergeant; Natalie Winterton, Grants Coordinator/Management Analyst; and Terrence Dela Pena, Finance/Management Analyst.

CITY STAFF PRESENT ELECTRONICALLY: Angela Valenzuela, Human Resource Manager; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Mack Straw, Public Utilities Manager; and Brad Hickman, Parks and Recreation Director.

Mayor Westmoreland called the meeting to order at 4:05 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Community Development

- In April, 64 total new residential building permits were issued – 47 single-family and 17 multifamily.
- Commercial permits were issued for an LDS chapel in Overland, an LDS Church addition in Heatherwood, Roxberry, Subway, Peppy Paws, and SC Fitness.
- Planning staff is working on several Municipal Code amendments.

Public Utilities

- Well #1 is currently operational but has coliform bacteria. The count is at 17 compared to over 1,000 when the issue occurred last year. Staff is hopeful that today's test will come back with a passing result tomorrow and allow the well to be used. The temperature of the water is 83.7 degrees and is normally in the seventies, which is contributing to the problem.
- Well #2 is ready for the irrigation season.
- Well #3 was put into service today at 2:30 p.m.

- Well #5 is under repair and will hopefully be running by June 2.
- The golf course well is up and running.
- The City increased our flows from the Central Utah Water Conservancy District (CUWCD) to 5,500 gallons per minute.
- The City encourages residents to follow the state guidelines for spring watering. The recommendation is only to water once a week, starting May 5. Information is available at <https://conservewater.utah.gov/weekly-lawn-watering-guide/>.

Parks, Recreation, Events, and Cemetery

- Staff was successful in receiving a Utah Outdoor Recreation Grant (UORG) in the amount of \$200,000 for skatepark construction in Smith Ranch Community Park.
- Staff has been working on a project with interns to map and digitize all trails, sidewalks, and off-street trails in the community. It is anticipated that staff will have an update in June at the City Council meeting.

Communications

- Plans are now underway to begin upgrading the City's website. This is a sub-project of the City's Comprehensive Marketing Plan. Additional details will be available in the coming months.
- An improved look to the City's newsletter will be launched in June. New approaches to delivering content in an easier-to-read format will be part of this change.

Facilities, Fleet, and Emergency Management

- Upgrades to the sewer building are moving forward.
- Sheriff's and Recorder's office remodel – Construction has started and is on schedule to be completed by July 1st.
- The City is soliciting bids to place a rail along the sidewalk at the Senior Center.

Streets and Storm Water

- Oaks Springs Wash has not had any water flowing in it for over a week. Belle Street will be reopened today.
- The Tickville Wash has decreased to low flows.
- West Canyon Wash began flowing last Sunday and will likely continue to flow until most of the snowpack is gone from West Canyon.
- Pole Canyon Wash has not started flowing at this point.
- All washes are being monitored daily.

Engineering

- Silver Creek Way – Flagship submitted designs for the culvert last week. The City should have those plans turned around by next week in anticipation of the culvert being placed starting at the end of this month
- Well 8 – Work on Well 8 is ongoing.
- The two booster stations are approximately 85% complete. They are waiting for the CT panels to complete the electrical. The City will likely begin the irrigation season at Corey Wride Memorial Park using culinary water. The booster should be operational by mid-June and put into use.

- Eagle Mountain Boulevard re-striping has been postponed from this week due to possible rain on Thursday. It is anticipated that the striping will be removed on the north end Wednesday of next week and restriped Thursday.

1.B. PRESENTATION – Standards & Practices

Communications Manager Tyler Maffit presented the item and spoke regarding the importance of having set standards to protect against potential legal issues while protecting first amendment rights at community events. Currently, Municipal Code lacks standards by which the City can determine event or product appropriateness nor sets guidelines for free speech activities. Eagle Mountain City can be held liable for revoking participating or licensing over offensive or harmful material without the backing of Municipal Code or policy.

The proposed standards:

- Add definitions;
- Clarify and update existing sections of code;
- Designate time, place, and manner restrictions for free speech activities within Eagle Mountain City limits;
- Regulate unregistered free speech activities within Eagle Mountain City limits;
- Update standards and practices for City events on public or private property and non-political activities for events renting public space; and
- Homogenize the process for issuing permits and revoking events or vendor licenses.

The new standards require registrations for certain free speech activities with the City Recorder, designate time, place, and manner of the requirements within Eagle Mountain City limits, and define contests and appeals if registration is denied. Registered free speech activities will be given preference to unregistered activities. Unregistered activities shall not interfere with registered activities; time, place, and manner restrictions shall still apply, and event organizers shall be liable for reimbursement for the costs of City services. The standards also prohibit offensive, immoral, violent, and illegal behaviors and products and services that are misleading.

Discussion ensued regarding the definition of misleading information, situations in which an unregistered activity would be directed to another location to protect public health and safety, and verifying within the standards where the City Council or Mayor/designee shall serve as the approval or appeal authority.

1.C. DISCUSSION – Axio #1 Auto Sales and Eagle Plaza/Beto's Concept Plans

Senior Planner David Stroud and Planner Steven Lehmitz presented the concept plans to be located on adjacent plots on the southeast corner of Wride Memorial Highway and Ranches Parkway.

Mr. Stroud explained that the adjacent properties were being presented together for Council feedback because the same issues impact both locations.

Planner Steven Lehmitz presented the Axio #1 concept plan for an automobile sales lot proposed at 3677 E. Campus Drive. The lot is zoned commercial and is 1.34 acres. The proposed building

is 5,077 square feet. The recorded plat for this property and the Commercial Community zone lists the front setback as a minimum of 10 feet and a maximum of 25 feet. The proposed structure is outside of that setback range. The City Council can approve alternative setbacks per EMMC 17.35.040. Four buildings exist on Campus Drive with front setbacks that range from 50 feet to 140 feet. The applicant has proposed a right-in, right-out access on Ranches Parkway.

Mr. Stroud presented a concept plan for a building with a Beto's restaurant with a drive-through and three other tenant spaces and a separate pad site to the east. Last year, the Planning Commission recommended denial of the item based solely upon traffic concerns. The primary purpose of this review is to receive the Council's feedback regarding the setback requests.

Councilmember Burnham stated that she would be willing to consider the setbacks as they would be in harmony with other businesses on Campus Drive.

Discussion considered the following:

- The impact of the development on the City-owned land and the monument;
- Whether the landscape island adjacent to the south on Campus Drive will be removed;
- The additional right-of-way that will be needed for sidewalk and park strips; and
- The impact of the planned high-t intersection on the properties including accesses and elevation and stacking and traffic flow concerns.

Councilmember Wright requested data or research, as required by Municipal Code, to verify that the setbacks are necessary for the success of the business as the information provided appears to be solely to provide parking between the business and the street which is specifically prohibited in the standards.

Applicant representatives David Runnells explained that the main purpose of the building location is for visibility from Wride Memorial Highway necessitated by the grade of the site.

Applicant Travis Johnson recounted his history with the company and his philosophies and reasoning behind the plans for this location.

The applicants presented a rendering of a similar building. This location will be patterned after a Starbucks in Draper with an open, café-style layout. Signage will depend upon what is allowed by the City.

1.D. UPDATE - Comcast Infrastructure Concerns

Comcast Government Affairs Manager Joe Silverzweig explained their network architecture and design that connects the headend to nodes and then to customers via hybrid fiber-coaxial cables. They install one power pedestal for about every 300 homes and single amplifiers for every 150 homes in public areas next to other similar infrastructure. The tap pedestals have two connections and are installed at every other home above ground to protect against environmental conditions and to prevent them from filling with dirt and debris causing damage and connectivity issues. Power runs throughout the network over coaxial cables with copper cores which per The National Electrical Safety Commission rules are required to be installed parallel to the power pedestal to

remain grounded to protect against power surges that can send electricity back up the line which can cause damage to electronics or fires in residents' homes. Tap pedestals are installed throughout Utah.

City Administration Paul Jerome said the Engineering Department is allocating about 40 hours of staff time on Comcast's behalf, excluding the time other City staff, the Mayor, and the Council have spent receiving and responding to complaints from the public. He clarified that the City has no obligation to Comcast and that the efforts by staff are for the benefit of residents.

Councilmember Curtis cautioned he and other residents are highly unlikely to use the service based on their negative experiences with the company thus far.

Staff and Councilmembers addressed their frustrations and resident complaints regarding Comcast including:

- Lack of or untimely notification of installations;
- Notification tags excluding time and date rather than providing the information two weeks in advance;
- Residents being treated rudely, dismissively, and without consideration by the installation team;
- Pedestals being placed in locations that prohibit residents from completing planned yard improvements;
- Unreasonable circumstances created by poor communication of processes, limitations, and reasons for pedestal location placements;
- Lack of clarity of the resources for residents to be able to contact Comcast with grievances;
- Operations continuing in a problematic manner after the City informed Mr. Silverzweig of the issues;
- Low-quality re-landscaping and repair work after damage caused by installations; and
- Comcast representatives doubting and dismissing rather than remedying reports of sprinkler damage and covering up damaged sprinkler lines without repairing them.

Mr. Silverzweig confirmed that he has a meeting scheduled with business leadership on May 4th to discuss possibly switching to in-ground equipment. He said that he will relay the concerns to their business partners performing the equipment installations. Blue Stakes marking services are contracted through the State and Comcast has little influence over their services.

Councilmember Wright said he is not requesting, he is demanding change and that a process be outlined, that it be communicated effectively to the residents, that the City understands the process, and that the City and residents be provided efficient means of contacting Comcast for resolutions when the procedures are not followed.

Mr. Silverzweig stated that he would like to be made aware immediately and directly of issues. Residents may contact him directly at 385-235-0746 and Joseph_Silverzweig@comcast.com. Answers to general questions can be found on a website created specifically for Eagle Mountain – <https://utah.comcast.com/eagle-mountain/>. He outlined his plans to improve communication via door tags, lawn signs with QR codes, and a dedicated escalations process. In the next few weeks,

they will be adding a follow-up sprinkler contractor to make same-day repairs, a separate escalated remediation, and pedestal location clarifications.

2. AGENDA REVIEW

9. BID AWARDS

9.A. Comprehensive Marketing Plan – REDKOR Brands, LLC

Mr. Maffit noted that the consultant has indicated that the number of survey participants should be higher than the figure listed in the report. Survey participants will be solicited over City communication channels and messaging platforms. The plan targets the interests of residents, economic development, better staff retention and attraction, and the perception of the City by neighboring communities and at the State level. Data on the effectiveness of the rebranding effort will be collected and evaluated.

Councilmember Wright requested that the vision adopted by the City Council and the strategic goals be incorporated.

Mr. Maffit confirmed that the firm has been supplied with the strategic plan and mission statement to use for guidance.

Councilmember Gray expressed concern with the funds being allocated to the Comprehensive Marketing Plan and City rebranding. He questioned if that money could be more beneficial to residents if spent on other projects. He clarified that he is in favor of changes within the City to better the morale of employees, improve retention, and reduce hiring costs.

Discussion evaluated the benefits and purpose of rebranding in consideration of growth and changes in contrast with the cost. The Council determined to move forward with the project anticipating that the findings and recommendations of the Comprehensive Marketing Plan will assist the Council in determining whether to move forward with rebranding.

10. MINUTES

11.A. April 18, 2023 Minutes – Regular City Council Meeting

11. PRELIMINARY PLATS & SITE PLANS

12.A. PRELIMINARY PLAT – Lone Tree Phase F, Plat 3

Councilmembers Wright and Love requested to remove the item from the consent agenda to discuss whether the land intended for the wildlife corridor will be preserved through dedication or an easement.

12.B. PRELIMINARY PLAT & SITE PLAN – Parkway Fields Phase C

Councilmembers Wright, Love, and Curtis requested to remove the item from the consent agenda to discuss concerns with the phasing plan.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Burnham moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation pursuant to Section 52-4-205(1) of the Utah Code, annotated. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

The meeting was adjourned at 6:14 p.m.

7:00 P.M. POLICY SESSION

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Steven Lehmitz, Planner; Jed Shum, Planner; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Chris Trusty, City Engineer; Michele Graves, Library Director; Embret Fossum, Unified Fire Authority Battalion Chief; B.J. Eccles, Sergeant; Natalie Winterton, Grants Coordinator/Management Analyst; and Terrence Dela Pena, Finance/Management Analyst.

CITY STAFF PRESENT ELECTRONICALLY: Tyler Maffitt, Communications Manager; Elizabeth Fewkes, Recording Secretary; Zac Hilton, Streets and Storm Drain Manager; and Brad Hickman, Parks and Recreation Director.

4. CALL TO ORDER

Mayor Pro Tempore Wright called the policy session to order at 7:25 p.m.

He excused Mayor Westmoreland and City Administrator Paul Jerome and said they will be joining the meeting following the memorial commemorating the tragic loss of Odin Ratliff and Hunter Jackson one year ago.

He invited the Youth Mayor and Councilmembers to join the City Councilmembers on the dais.

5. PLEDGE OF ALLEGIANCE

Councilmember Love led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City would like to thank residents for their participation in the spring community clean-up dumpsters. This event reported strong participation, allowing the City to extend the offering. Dumpsters will once again be offered in September of this year.
- Pony Express Days will take place May 31 – June 3. Purchases will be made available soon.
- Sandbag resources are being provided through Eagle Mountain City until flooding risks subside in the community. Interested residents can retrieve as many as 30 sandbags per household at City Hall or the Community Development building. Sand is available at White Hills Park, the Rodeo Grounds, North Ranch Park, and Silverlake Park.
- Homeowners are encouraged to wait before watering their lawns for the year. Help the City achieve its water conservation goals while better managing our water utility systems. Wait to water until temperatures are consistently warmer.
- Residents who do not use social media to stay in touch with the City are encouraged to sign up for the City's text notification system. Weekly, the City sends updates on news, important information, and sign-ups for recreational sports. Learn more at eaglemountaincity.com.

7. PUBLIC COMMENTS

Mayor Pro Tempore Wright opened public comment at 7:29 p.m.

Jeff Ruth advocated for the City to hold Comcast accountable and wished that above-ground pedestals could be prohibited. He also informed the Council that two individuals have offered to pay for the suicide prevention banners for the baseball fields.

Bettina Cameron, speaking on behalf of the Nature and Wildlife Alliance, in regard to Lone Tree Phase F, Parcel A requested for the land to be dedicated to the City with deed restrictions including that Eagle Mountain City cannot sell or develop the land, the dedicated property will remain native open space in perpetuity for wildlife habitat and migration, and no above-ground structures shall be allowed except for information signs, park benches, and wildlife fencing. Expressing her own opinion, she asked for the City to waive the fee in lieu in trade for the land dedication.

Mayor Pro Tempore Wright closed public comment at 7:34 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Curtis

Councilmember Curtis announced the Cemetery Advisory Board is planning the upcoming Memorial Day program at 10:00 a.m. at the Pony Express Memorial Cemetery.

Councilmember Burnham

Councilmember Burnham thanked the meeting participants, especially the Youth Council. Youth Councils elections will be held Tuesday, May 9th. Voting will be available at Frontier Middle School, Cedar Valley High School, and Westlake High School during lunch and at City Hall. The election is open to youth residents of Eagle Mountain, Cedar Fort, and Fairfield. The City is also looking for Youth Council advisors.

Councilmember Love

Councilmember Love welcomed the Youth Council and meeting participants.

Councilmember Gray

Councilmember Gray recognized the new City employees in attendance and congratulated employees recently promoted. He encouraged residents to be cautious due to runoff dangers and to report any issues. Pony Express Days is coming up at the end of the month and the Rodeo Royalty will be presented at the next City Council meeting.

Mayor Pro Tempore Wright

Mayor Pro Tempore Wright welcomed the Director of Legislative Affairs Cliff Strachan. He expressed appreciation to Assistant City Administrator/City Recorder Fionnuala Kofoed and Eagle Mountain employees for their efforts.

CONSENT AGENDA

9. BID AWARDS

- 9.A. Comprehensive Marketing Plan – REDKOR Brands, LLC
- 9.B. Intersection Improvements Project – Oak Hollow Electric Company

10. BOND RELEASES

- 10.A. Sweetwater Industrial Phase A, Plat 2 – Into Warranty

11. MINUTES

- 11.A. April 18, 2023 Minutes – Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

- 12.A. PRELIMINARY PLAT – Lone Tree Phase F, Plat 3
- 12.B. PRELIMINARY PLAT & SITE PLAN – Parkway Fields Phase C

MOTION: *Councilmember Curtis moved to approve the consent agenda removing items 12.A. and 12.B. and placing them as scheduled items and the minutes as amended. Councilmember Burnham seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
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☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

SCHEDULED ITEMS

12. PRELIMINARY PLATS & SITE PLANS

12.A. PRELIMINARY PLAT – Lone Tree Phase F, Plat 3

Senior Planner David Stroud presented the item. Lone Tree F3 preliminary plat was reviewed by the City Council on January 17, 2023, but was continued to a future meeting to allow the applicant to work with staff to draft the language for the wildlife corridor easement and the details surrounding the requirements of the easement on lot 313 and 314 and consider adjusting the plan to accommodate the 30-lot maximum on dead end streets. The total number of lots remains the same but a phasing plan is included to identify the last two lots as Phase 4, which cannot be platted until connection through Circle 5 Ranch to Pony Express Parkway is made. Phases 1-3 include 20 proposed lots on the new portion of Walnut Drive. With the 10 lots already platted and built upon on Walnut Drive, the total number of lots on Walnut Drive does not exceed 30, as required by Fire Code. The applicant has set aside open space in the form of a conservation easement as previously submitted. The applicant is willing to dedicate to the City, or for it to remain as a conservation easement, according to the desires of the City Council. Dedication to the City is an option without the need to enforce any easement restrictions at the rear of private property lots. The City then has full control of the property and future use.

Councilmember Burnham stated she is in favor of the dedication, rather than the conservation easement, and waiver of the fee and lieu in consideration of the land value.

Applicant representative Brian Haskell said their preference is an easement; however, they are amenable to the dedication. The circles on the plan represent temporary turnarounds to facilitate development of the plat in phases.

MOTION: *Councilmember Burnham moved to approve the preliminary plat for Lone Tree Phase F, Plat 3 with the following conditions:*
1. The correction of any outstanding redlines, if any;

2. *A plan for the connectivity of Rosewood Drive with the adjacent property in Circle 5 Ranch shall be in place;*
3. *Phase 4, lots 321 and 322, shall not be approved and recorded until connection through Circle 5 Ranch to Pony Express Parkway is constructed and a plat note indicating such shall be included on the final plat documents;*
4. *The applicant shall dedicate the open space area at the northeast corner of the property of 14,410 square feet to Eagle Mountain City which shall fulfill the open space fee in lieu requirements.*

Councilmember Curtis seconded the motion.

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
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☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

12.B. PRELIMINARY PLAT & SITE PLAN – Parkway Fields Phase C

Planning Manager Robert Hobbs presented a request for approval of the site plan and Preliminary Plat C associated with 235 townhome units on 31.28 acres of land within the Parkway Fields Master Planned Development. The Planning Commission tabled the item to address architectural design issues that have since been resolved to provide 10 of 18 elements bringing the elevations into compliance with the exception of the exterior siding materials which the Commission addressed in the following recommended condition of approval, “Applicant shall cause that all townhouse buildings’ two exterior siding material types cover at least 30% all sides (ends) of each building.”

Applicant representative Cameron Spencer said they delayed resubmitting the application after being tabled by the Planning Commission because some of the townhomes were too tall and the design revisions took longer than anticipated. They plan to make additional changes to the side elevations. The request to change the phasing plan would allow them to make all the improvements along Tiffany Lane and the associated landscape, linear parks, open space, and clubhouse amenities. Developing only the townhomes in Phase B3 would result in those homes being disturbed when they complete the remainder of the townhomes. Completing the townhome portion of Phase C3 will assist with looping the waterlines to provide the required water pressure levels for all Phase C. The proposed schedule would improve ingress and egress and the overall feel of the community.

Councilmember Curtis said moving from Phase B to Phase F is a major change. The purpose of the original phasing was to ensure the City is provided an adequate number of single-family homes and he is concerned that the request is for only the multifamily portion of the phases. He thinks it

would be a mistake to move forward with multifamily without assurances that the single-family portion will be built, especially considering the possibility of future amendments. Nevertheless, he would be willing to entertain allowing the townhomes in Phase C3 to be built consecutively with Phase B3.

Councilmember Love expressed support for the compromise to allow Phase C3 to be developed with B3 but not the townhomes in F2 and G1.

Mayor Pro Tempore Wright said his greatest concern is securing the development of the lots in Phase E as it is one of the more unique areas of this development. He is sympathetic to the challenges in the housing market and recognizes the reason for the request. Nevertheless, he is worried about the impact to the diversity of product type and the long-range implications.

Mr. Spencer said the total number of townhomes in the request is 225. Once B2 is finished, they will have completed 330 single-family lots in the development prior to the townhomes. The development agreement allows but does not require permitting the residents in the single-family homes access to the pool and clubhouse.

Discussion confirmed that the timing of the completion of the pool and clubhouse would occur in conjunction with the earlier phases of townhome development.

Mayor Westmoreland and City Administrator Paul Jerome arrived at 8:15 p.m.

Councilmember Gray stated that although he agrees with the concerns of other Councilmembers, he understands the reasoning for the request and sees valid points on both sides.

Councilmember Burnham said she appreciates the context provided by the applicant regarding the number of single-family homes already under construction.

Discussion ensued verifying the requirements and plans for Tiffany Lane improvements and the impacts of completing the waterline connections throughout Phase C.

City Attorney Marcus Draper explained that the City Council would need to have an amended application return with a request for only B3 and C3, as they are unable to only approve a portion of an item.

MOTION: *Councilmember Love moved to table the preliminary plat and site plan for Parkway Fields Phase C instructing the applicant to return with only the northern half of Tiffany Lane and half the number of townhouses as currently platted. Councilmember Curtis seconded the motion.*

AMENDED MOTION: *Councilmember Love moved to table the preliminary plat and site plan for Parkway Fields Phase, C instructing the applicant to return with an amended request that removes the southern half-width of Tiffany Lane and the property south of Tiffany Lane, described as Phases F2 and G1 on the Phasing Map. The remaining portion of the amended plan shall only include*

half of the townhomes in the current application. Councilmember Curtis seconded the motion.

Discussion confirmed that the proposed road identified as Tiffany Boulevard in the application connects to the existing Tiffany Lane to the west.

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
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☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a vote of 3:2.

13. RUSH CREEK

13.A. MOTION/PUBLIC HEARING – Request for the Waiver of the Master Development Approval Requirement for the Rush Creek Subdivision.

Items 13.A. and 13.B. were presented and discussed concurrently.

Senior Planner David Stroud presented the item. The applicant requests the City amend the zoning map from Agriculture to Light Manufacturing/Distribution (LMD). The request encompasses approximately 162 acres and is located along Eagle Mountain Boulevard and northwest of Cedar Valley High School. The applicant has submitted a concept plan of the potential use as multiple LMD lots. EMMC 16.10.020 states that projects in excess of 50 acres require master development approval. However, EMMC 16.10.050 does provide an option to waive the master development plan requirement. The applicant had initially considered commercial development of the site and now desires additional LMD uses after the success of a portion of his property adjacent to this area previously rezone to that use.

Mr. Stroud stated that he spoke with Utah Department of Transportation (UDOT) representatives as this location is being considered for the site of a portion of the future Cedar Valley Freeway. The UDOT property acquisition representative did not state a preference for the zoning of the land as they wished not to be involved in the rezone process of the property at this time.

Councilmember Curtis expressed concern with the request for the LMD Zone in an area designated as Employment Center/Campus on the General Plan.

Applicant representative Dan Ford said that the LMD Zone is an allowable zone within the Employment Center/Campus designation. They desire flexibility in the LMD zone. Some of the lots will likely be combined to accommodate users' needs which is the primary reason for requesting a waiver of the master development agreement. He feels the development qualifies for three of the four waiver criteria. Their original application for retail and residential uses was

denied. The retention ponds indicated on the concept plan are sufficient for the drainage needs. The lots near the anticipated location of the future freeway will be offered at a premium to attract retail users that will benefit from the proximity to a major roadway. When he spoke with UDOT, the representatives said they were not concerned about a rezone, especially for a project in the distant future. The plan accommodates more than sufficient right-of-way in consideration of the freeway.

The Council addressed buffering and connectivity concerns between the site, the Lakeview Academy site, and the adjacent parcels.

City Administrator Paul Jerome stated that Senate Bill 2, passed during the previous legislative session, allocated funds for right-of-way acquisition for the Cedar Valley Freeway for primary targets, and this land is one of those areas.

Deputy City Administrator/Community Development Director Steve Mumford explained that the City is in discussions with UDOT and Mountainland Association of Governments (MAG) to begin a planning study for the freeway to finalize the alignment and then purchase and preserve land. He identified the appropriate zones permitted in City zoning standards. He cited EMMC 17.37.020, "This zone is generally most appropriate in areas designated as Business Park/Light Industry on the city's future land use map, but it may also be considered for approval in other areas at the discretion of the approval authority, depending on the surrounding land uses and other circumstances," to clarify it is the discretion of the Council to determine whether the zone is appropriate and how much land to allow with LMD zoning in land designated as Employment Center/Campus.

Mayor Westmoreland opened the public hearing at 8:59 p.m. As there were no comments, he closed the hearing.

Discussion considered the benefits and impacts of the rezone on the land value which will increase the cost for UDOT to purchase right-of-way should the future freeway be constructed as currently contemplated at an unknown future date.

MOTION: *Councilmember Wright moved to approve a request for the waiver of the Master Development approval requirement for the Rush Creek Subdivision. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
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☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

13.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Rush Creek.

Mayor Westmoreland opened the public hearing at 9:20 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wright moved to approve an ordinance of Eagle Mountain City, Utah, approving the rezone of approximately 162 acres from the Agriculture zone to the Light Manufacturing/Distribution zone generally at 5800 North Eagle Mountain Boulevard, comprised of a portion of Utah County Parcel Numbers 59:034:0010 and 59:034:0168. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
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☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

Councilmember Curtis explained that his decision to approve the item was due to the deference and integrity shown by Mr. Ford in his dealings with the City. Councilmember Wright concurred.

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as TripleTail.

This item was removed from the agenda at the applicant's request and was not discussed at the meeting.

14.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Third Amendment to the Fiscal Year 2022-2023 Annual Budget.

Finance Director Kimberly Ruesch presented the third amendment to the fiscal year 2022-2023 budget which will increase the budget by \$990,166 and reflects changes to the General Fund, Sewer Fund, Fleet Fund, and Debt Service Fund – \$464,000 of the increased spending will be funded by developer contributions. The remaining expenses will be covered by revenues received during the year.

Mayor Westmoreland opened the public hearing at 9:26 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, approving the Third Amendment to the Fiscal Year 2022-2023 Annual Budget. Councilmember Wright seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
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☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

Mayor Westmoreland recessed the meeting from 9:27 p.m. to 9:35 p.m.

14.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 7.10 Tree Planting and Care; 16.35 Development Standards for Required Public Facilities; 17.10 Definitions; 17.25 Residential Zones; and 17.60 Landscaping, Buffering, Fencing and Transitioning.

Grants Coordinator/Management Analyst Natalie Winterton and Finance/Management Analyst Terrence Dela Pena presented the item. The purpose of the amendments is to address critical water issues in the State of Utah and the Western United States, the City's duty to provide for the health, safety, and welfare of the citizens to call Eagle Mountain City home for generations with current resources. The Central Utah Water Conservancy District (CUWCD) has said that certain requirements must be met to continue in a working relationship with them. This is the start of a multi-pronged effort to conserve water in the City. The water conservation action plan begins with legislation then conservation and education and incentives.

Benefits of the program:

- Builders: Qualify for rebates from the State of Utah for installing more water-wise landscapes.
- Residents: Qualify for Flip the Strip and other State relandscaping rebates and will have water-efficient landscape and lower water costs.
- City: Qualifies for continued business with the CUWCD and additional grants.

Staff reviewed the proposed amendments to Eagle Mountain Municipal Code after feedback during the September 6, 2022 City Council meeting that included changing the landscape requirement for developers from one year to nine months, applying the standards to only new builds, small wording improvements, and other adjustments to the standards-based upon CUWCD requirements.

Mayor Westmoreland opened the public hearing at 9:53 p.m. As there were no comments, he closed the hearing.

Mr. Jerome explained that the requirements from the CUWCD only apply to the additional 2,000-acre feet of water awarded to the City based upon Nathan Shipp's request for the Firefly development. The agreement is contingent upon whether or not the City adopts these water conservation standards. He sent the materials to Ms. Winterton and Mr. Pena and they adjusted their report to incorporate the information provided by CUWCD. The City needs an additional 9,000-acre feet of water to be able to fully build out its land area. The City is working with Google to not use their full water allocation and is seeking to partner with low-water use businesses and could approved standards to reduce the amount of water allocation for new lots. Generally speaking, single-family detached lot owners are overusing water for landscaping care.

Councilmember Wright requested information about the number of residents inquiring about water rebate programs. Although he is in favor of water conservation, he refuses to adopt mandates and policies for the City he represents under duress, unless that policy is imposed upon him by a legislative body with the authority to compel his action. He expressed frustration that the changes made in the proposed amendments do not reflect the direction given by the Council at the September 6, 2022 meeting and that the Council was not consulted regarding the proposal prior to the public meeting. He advocated for denial of the item and to direct the Director of Legislative Affairs to draft a proposal the Council would be willing to embrace.

Councilmember Burnham reiterated the importance of water to the City and the residents. She noted that the Council had objected to previous standards but did not provide alternative suggestions on how to address water conservation.

Councilmember Curtis cited the feedback given by the City Council in the minutes of the September 6 meeting and stated that he felt their feedback had been ignored.

Mr. Jerome clarified that the directive given to staff changed when the City entered negotiations for the additional 2,000-acre feet of water and that the agreement is dependent upon the City's approval of the standards presented by the end of June.

Economic Development Director Evan Berrett explained that staff had been working on the incentive-based methods as directed by the City Council prior to the new water agreement then changed course to expedite a proposal based upon the CUWCD requirements.

Discussion ensued regarding concerns and frustrations with the required CUWCD standards.

Mr. Draper explained that every contract in Utah has a clause dealing with good faith and fair dealing. Refusal to comply or negotiate could be viewed as a failure to meet that aspect of the agreement.

Mr. Jerome clarified that the water conservation requirements were not known to the City at the time of entering into the agreement.

Councilmember Wright said he would be amenable to adopting the standards for the lots the 2,000-acre of CUWCD water will be allocated to but not for all properties in the City.

Discussion ensued regarding whether to withdraw from the agreement, draft alternate standards and negotiate the requirements, and/or have the standards only apply to the 2,000-acre feet of CUWCD water and 1,000-acre of City water allocated to the Firefly development.

Director of Legislative Affairs Cliff Strachan explained that the State Legislature has placed water conservation requirements on the water districts that the districts are required to impose on cities.

MOTION: *Councilmember Gray moved to table an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapters 7.10 Tree Planting and Care; 16.35 Development Standards for Required Public Facilities; 17.10 Definitions; 17.25 Residential Zones; and 17.60 Landscaping, Buffering, Fencing and Transitioning. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote.

- 14.D. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.

This item was removed from the agenda at the applicant's request and was not discussed at the meeting.

15. ORDINANCES

- 15.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapters 13.20 Water and Sewer.

Ms. Winterton presented the item. Recently, the Consolidated Fee Schedule has been updated as it relates to water billing and discontinuance of service processes. Staff found Municipal Code to be inconsistent with the updated fee schedule, best practices, and available technology. Updating the standards will help the City to save time and money by incorporating electronic notices and statements into practice.

Councilmember Love requested to remove, “during periods when the water meters are read,” from 13.20.060 because bills are sent but water meters are not read monthly.

Ms. Ruesch explained the billing and shut-off cycles. Government programs are available to assist residents with special needs and considerations.

MOTION: *Councilmember Gray moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapters 13.20 Water and Sewer removing, “during periods when the water meters are read,” from 13.20.060. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

16. RESOLUTIONS

16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and Setting a Public Hearing for the Final Budget on June 6, 2023.

Ms. Ruesch presented the item. The proposed resolution adopts the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and sets a Public Hearing on June 6, 2023 for the Final Budget. She explained that items can roll over from a previous year, outlined items being added to the budget including ten full-time employee equivalents, and listed the Capital Improvement Plan projects for 2024.

Upcoming key budget dates:

- May 9 – Budget Work Meeting at 4:30 p.m.
- May 31 – Pony Express Days – Public Outreach at Nolan Park
- June 6 – Public Hearing 7:00 p.m.
- June 20 – Public Hearing and Budget Adoption 7:00 p.m.

MOTION: *Councilmember Love moved to approve a resolution of Eagle Mountain City, Utah, adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and setting a public hearing for the Final Budget on June 6, 2023. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>

☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

17. CITY COUNCIL/MAYOR'S BUSINESS

Mayor Westmoreland

Mayor Westmoreland informed the Council that Mountain Point would be holding a name change ceremony to Holy Cross at 2:00 p.m. on May 3. He is unable to attend.

Councilmember Wright volunteered to attend on the Mayor's behalf.

18. LEGISLATIVE PRIORITIES LIST

Mr. Strachan said he has been working on the objectives and goals in the Strategic Plan and is awaiting further directives from the Council regarding their priorities.

Councilmember Burnham requested an examination of buffering standards as they have resulted in costs rather than benefits to the City.

Councilmember Wright asked for a review of Title 16 Subdivisions in relation to SB 174 altering the approval authority for some applications to establish boundaries and the creation of a zoning map.

The Council decided to submit their priority lists to Mr. Strachan to allow him to compile the full list for the Councilmembers to rank.

19. CITY COUNCIL BOARD LIAISON REPORTS

Mayor Westmoreland

None.

Councilmember Burnham

None.

Councilmember Curtis

None.

Councilmember Gray

None.

Councilmember Love

None.

Councilmember Wright

Councilmember Wright encouraged eligible residents to view the events hosted by the Senior Citizen Advisory Board listed on the City website.

20. COMMUNICATION ITEMS

20.A. Financial Report

20.B. Upcoming Agenda Items

21. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 10:59 p.m. Councilmember Love seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***
☒ ***Colby Curtis***
☒ ***Jared Gray***
☒ ***Carolyn Love***
☒ ***Brett Wright***

Those Voting No

☐ ***Donna Burnham***
☐ ***Colby Curtis***
☐ ***Jared Gray***
☐ ***Carolyn Love***
☐ ***Brett Wright***

Those Abstaining

☐ ***Donna Burnham***
☐ ***Colby Curtis***
☐ ***Jared Gray***
☐ ***Carolyn Love***
☐ ***Brett Wright***

Those Absent

☐ ***Donna Burnham***
☐ ***Colby Curtis***
☐ ***Jared Gray***
☐ ***Carolyn Love***
☐ ***Brett Wright***

The motion passed with a unanimous vote.

The meeting was adjourned at 10:59 p.m.

Approved by the City Council on May 16, 2023.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	PRELIMINARY PLAT AND SITE PLAN - Mountain America Credit Union		
ITEM TYPE:	Preliminary Plat & Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Brooke Bean		
GENERAL PLAN DESIGNATION Community Commerical	CURRENT ZONE Commercial Community	ACREAGE 1.01	COMMUNITY South Town

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the Mountain America Credit Union preliminary plat and site plan.

BACKGROUND:

Mountain America Credit Union is the owner of a lot of record (metes and bounds description) in the Marketplace at Eagle Mountain development. To approve a site plan, a preliminary plat is needed and subsequent final plat approved by staff and recorded at the County. The preliminary plat and site plan are presented together for approval under one motion. The preliminary plat contains one lot at 43,689 square feet or 1.01 acres.

ITEMS FOR CONSIDERATION:

Site Plan approvals are based upon compliance with EMMC 17.100 and any applicable standards of the Development Agreement for the Marketplace at Eagle Mountain Town Center.

REQUIRED FINDINGS:

Site Plan Development Standards: The following are standards required for all site plans in any zoning district (17.100.050)
A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.
B. Screening Requirements: The project is located within a

commercial district, and does not abut any agriculture or residential property, therefore it complies with 17.100.050.B.

C. Access Requirements: The site is accessed via Eagle Mountain Blvd.

D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials via and therefore does not provide off-street truck loading space.

E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.

F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer.

Commercial Design Standards. The following are design standards for the site and building design of commercial developments.

17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located adjacent to Eagle Mountain Blvd. with the drive-thru typical to bank/credit union services, on the west side of the building and interior lot line. Pedestrian access is provided from the Eagle Mountain Blvd. trail.

17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited. The main entrance to the building is located on the north elevation which opens to the main parking area with the rear (south elevation) facing toward Eagle Mountain Blvd. It is the opinion of staff that the architecture and the landscaping along Eagle Mountain Blvd. sufficiently meets Code.

17.72.030.B requires surface parking to be located to the rear or side of the building and that parking should not be located between any commercial building and the street. All parking is located to the rear (from the Eagle Mountain Blvd. perspective) and side of the building in compliance with the required design standard. Architectural Standards: The following architectural elements shall be applied to commercial development. Minor variations to these standards may be considered.

17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the

primary façade.

17.72.040.B states "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico." The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure. The drive-through elevation also contains an awnings over the pick-up window location.

17.72.040.C states: "the primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either a sloping roof with overhanging eaves, or a decorative parapet and multiple roof planes and heights..." The proposed building has multiple roof planes and heights.

17.72.040.D requires vertical and horizontal articulation. The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposed building contains several of these elements.

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the Planning Commission to determine if the elevations meet this standard. In staff's opinion, the elevations use an acceptable combination of materials, textures, and colors.

17.72.040.G states "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended..." The proposed elevations are in harmony with the colors and materials of other developments within the Marketplace development, and it is the opinion of staff that the elevations comply with this requirement.

Parking. Table 17.55.120(c), Required Parking by Land Use, requires an Office and Professional use to have one stall per 300 square feet of area which is then 17 stalls; 25 are provided. Bike Racks. The applicant is providing bike racks in compliance with 17.35.050.K.

Lighting Standards 17.56. All lighting meets EMMC standards regarding design and maximum luminary calculations.
Landscape Standards 17.60. Landscaping meets EMMC standards.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval of the MACU preliminary plat and site plan on Eagle Mountain Boulevard in the Marketplace at Eagle Mountain development.

ATTACHMENTS:

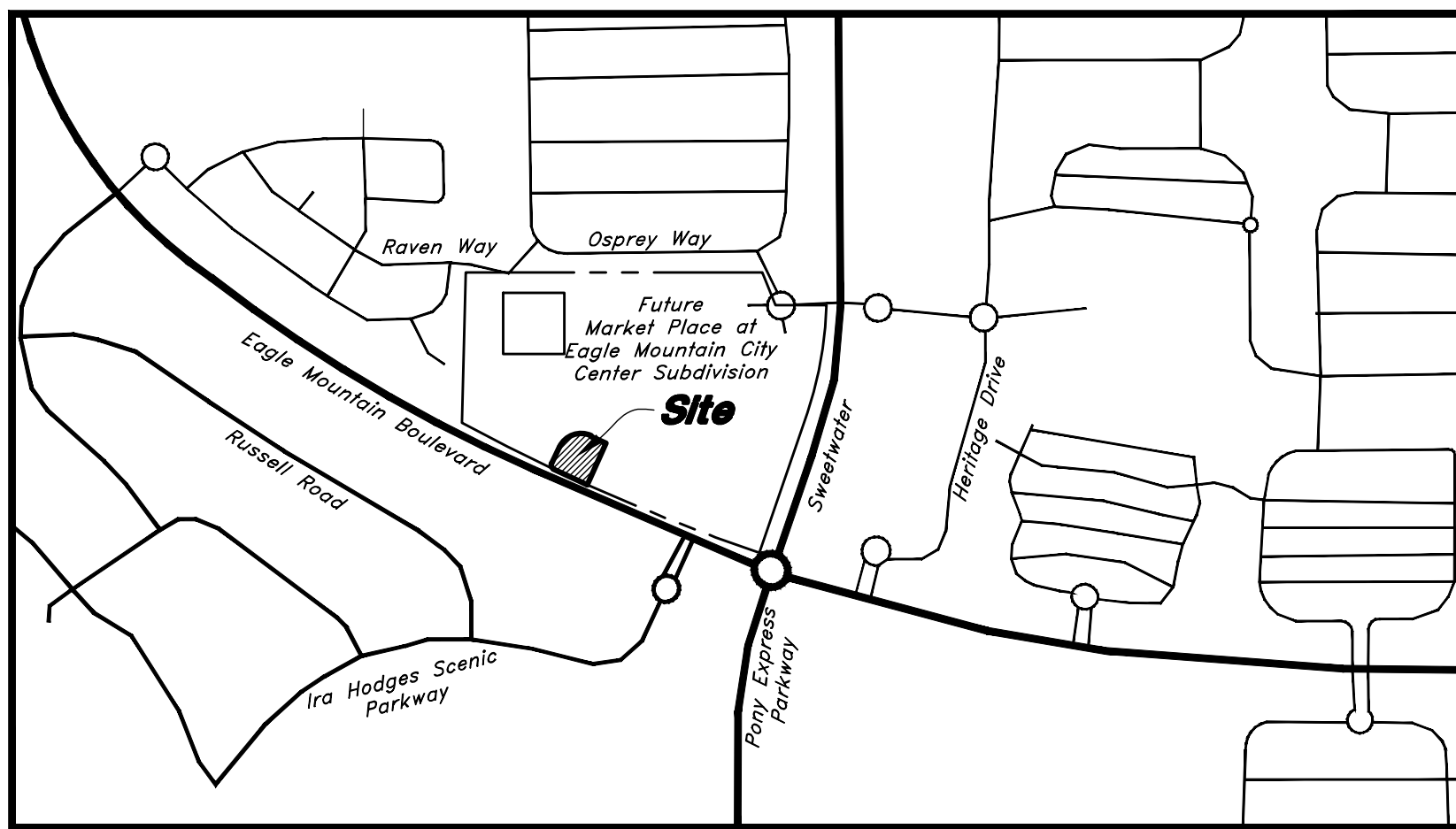
[Civil MACU](#)

[Elevations MACU](#)

[Lighting MACU](#)

Mountain America Credit Union

1345 Eagle Mountain Boulevard
Eagle Mountain, UT



Vicinity Map
Not to Scale

Civil Sheet Index

- C0.0 Cover Sheet
- C0.1 Subdivision Plat
- C1.1 Demolition / Existing Conditions Plan
- C1.1 Site Plan
- C2.1 Grading Plan and Notes
- C2.2 Grading Details
- C3.1 Utility Plan
- C4.1 Details
- C4.2 Details
- C5.1 Erosion Control Plan Phase 1
- C5.2 Erosion Control Plan Phase 2
- C5.3 Erosion Control Details
- L1.1 Landscape Plan
- L2.1 Irrigation Plan
- L3.1 Landscape & Irrigation Details

Abbreviations

BCR	Begin Curb Return	PT	Point of Tangency
BOL	Bollard	PVC	Polyvinyl Chloride
BRW	Finish Grade - Bottom of Retaining Wall	PVI	Point of Vertical Intersection
CATV	Cable Television Box	RCP	Reinforced Concrete Pipe
CB	Catch Basin	RD	Roof Drain
CMP	Corrugated Metal Pipe	SB	Signal Box
COB	Cleanout Box	SD	Storm Drain
COTG	Cleanout to Grade	SDMH	Storm Drain Manhole
EA	Edge of Asphalt	SMH	Sewer Manhole
EB	Electrical Box	SP	Signal Pole
EC	End of Curve	SS	Sanitary Sewer
ECR	End Curb Return	SVZ	Sight Visibility Zone
GB	Grade Break	SW	Secondary Water
GM	Gas Meter	TA	Top of Asphalt
HB	Hose Bib	TB	Telephone Box
HP	High Point	TBC	Top Back of Curb
I	Irrigation Line	TG	Top of Grate
ICB	Irrigation Control Box	TMH	Telephone Manhole
Lip	Lip of Gutter	TP	Top of Concrete
LP	Light Pole	TRW	Finish Grade - Top of Retaining Wall
MH	Manhole	TW	Top of Walk
Mon	Monument	VC	Vertical Curve
PC	Point of Curvature	VPC	Vertical Point of Curve
PCC	Point of Compound Curvature	VPT	Vertical Point of Tangency
PI	Point of Intersection	WL	Waterline
PM	Power Meter	WP	Working Point
PP	Power Pole	WV	Water Valve

Legend

Proposed Curb & Gutter	Existing Improvements	Existing Asphalt
Proposed Open Face C & G	Existing Asphalt	Existing Concrete
Proposed Asphalt	Existing Inlet Box	Existing Catch Basin
Proposed Concrete	Existing Manhole	Existing Fire Hydrant
Proposed Truncated Domes	Existing Water Valve	Existing Overhead Power Line
Proposed Inlet Box	Existing Water	Existing Water
Proposed Catch Basin	Existing Secondary Water	Existing Sewer
Proposed Manhole	Existing Storm Drain	Existing Gas
Proposed Transformer	Existing Power	Existing Telephone
Proposed Meter Box	Existing Fence	Flowline
Proposed Water Meter	Existing Storm Drain	Centerline
Proposed Combo Box	Existing Gas	Existing Contour
Proposed Fire Hydrant	Existing Power	Existing Spot
Proposed Water Valve	Existing Telephone	Existing Light Pole
Proposed Water Line	Existing Fence	Existing Street Light
Proposed Sanitary Sewer	Flowline	Existing Building
Proposed Storm Drain	Centerline	Existing Telephone Box
Proposed Conduit Line	Existing Contour	Existing Power Meter
Proposed Power Line	Existing Spot	Existing Electrical Box
Proposed Gas Line	Existing Light Pole	Existing Electrical Cabinet
Proposed Fire Line	Existing Street Light	Existing Gas Meter
Proposed Secondary Water Line	Existing Building	Existing Water Meter
Proposed Roof Drain	Existing Telephone Box	Existing Irrig. Control Box
Proposed Fence	Existing Power Meter	Existing Bollard
Ridge line	Existing Electrical Box	Existing Hose Bib
Grade Break	Existing Electrical Cabinet	Working Point
Proposed Contour	Existing Gas Meter	Existing Deciduous Tree
Direction of Drainage	Existing Water Meter	Existing Coniferous Tree
Proposed Spot	Existing Irrig. Control Box	Detail Number
ADA Accessible Route	Existing Bollard	Sheet Number
Property Line	Existing Hose Bib	
Sawcut Line	Working Point	
Proposed Light Pole	Existing Deciduous Tree	
Proposed Street Light	Existing Coniferous Tree	
Proposed Building	Detail Number	
Existing Power Pole	Sheet Number	
Existing Power Pole w/ Guy		
Existing Utility Marker		
Existing Post		

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Eagle Mountain, Utah County, Utah and Incorporated Areas Map Number 49049C0275F dated 19 June, 2020 (Not Printed). Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

Basis of Bearings

A line between monuments found for Southeast Corner of the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis and match the previous surveys.

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4855.18 feet
Observed 16 September, 2020

Legal Description

Commencing South 89°32'35" East along the Section line 1725.94 feet and North 982.32 feet from the Southwest Section Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, to the beginning of a curve concave to the Northeast having a radius of 20.00 feet, thence Northwesterly along said curve 31.58 feet through a Central Angle of 90°27'35" (Chord bearing and distance of said curve being North 19°23'33" West 28.40 feet); thence North 25°50'15" East 90.11 feet to the beginning of a tangent curve concave to the Southeast having a radius of 119.69 feet; thence Northeastly along said curve 185.84 feet through a Central Angle of 88°57'51" (Chord bearing and distance of said curve North 70°18'41" East 167.72 feet) to the beginning of a reverse curve concave to the Northeast having a radius of 9725.00; thence Southeastly along said curve 83.78 feet through a Central Angle of 00°29'17" (Chord bearing and distance of said curve being South 65°27'11" East 83.74 feet); thence South 24°18'00" West 228.50 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 9953.50 feet, a radial line bears North 24°18'00" East; thence Northeastly along said curve 187.23 feet through a Central Angle of 01°04'40" (Chord bearing and distance of said curve being North 65°09'40" West 187.23 feet) to the point of beginning.

Together with a non-exclusive Easement for ingress, egress, installation and use of access and utilities, over, under and upon the proposed road known as "currently un-named road" from the subject property, Southerly to the intersection with Eagle Mountain Boulevard, Town of Eagle Mountain, as shown on the attached map made a part hereof as Exhibit "B", that upon the recording of a plat of subdivision for Eagle Mountain Town Center West Business Park, Phase 1, incorporating or providing for a dedicated road, this easement shall be its own terms be released and replaced by such recorded and dedicated road.

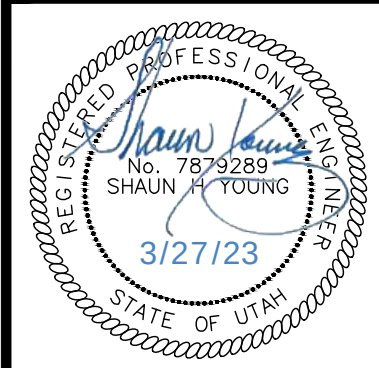
REV	DATE	DESCRIPTION
1	2023-03-27	ASI #2 City Comments

Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038cv



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8629 - AIAEngineering.net

Cover Sheet
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023

SHEET NO.
C0.0

Mountain America Federal Credit Union Eagle Mountain Subdivision

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah
2023

Monte Vista
Ranch LC
APN: 59:044:0181

$\Delta = 88^{\circ}57'50''$
 $R = 119.69'$
 $L = 165.84'$
 $LC = 167.73'$
 $N 70^{\circ}19'00'' E$

$\Delta = 0^{\circ}29'37''$
 $R = 9,725.00'$
 $L = 83.78'$
 $LC = 83.78'$
 $S 65^{\circ}26'53'' E$

Lot 1
40,790 sq. ft.
or 0.936 acre

$\Delta = 90^{\circ}27'15''$
 $R = 20.00'$
 $L = 31.57'$
 $LC = 26.40'$
 $N 19^{\circ}23'33'' W$

$\Delta = 1^{\circ}11'20''$
 $R = 9,939.00'$
 $L = 206.25'$
 $LC = 206.25'$
 $N 65^{\circ}06'11'' W$

$\Delta = 1^{\circ}04'41''$
 $R = 9,953.50'$
 $L = 187.29'$
 $LC = 187.29'$
 $N 65^{\circ}09'31'' W$

$\Delta = 0^{\circ}24'55''$
 $R = 9,939.00'$
 $L = 72.06'$
 $LC = 72.06'$
 $N 65^{\circ}54'19'' E$

Western corner of Lot 1, The Marketplace at Eagle Mountain Town Center recorded as Entry No. 127110:2021

South Quarter Corner Section 12, T6S, R2W, SLB&M, U.S. Survey (found brass cap monument)

Southeast Corner Section 12, T6S, R2W, SLB&M, U.S. Survey (found brass cap monument)

Southwest Corner Section 12, T6S, R2W, SLB&M, U.S. Survey (found brass cap monument)

Legend

- Property Line
- Easement Line
- Adjoiner Line
- Section Line
- Section Corner
- Centerline Monument
- Set 5/8" rebar with plastic cap or nail with Brass Tag stamped "AWA"
- Dedication Area

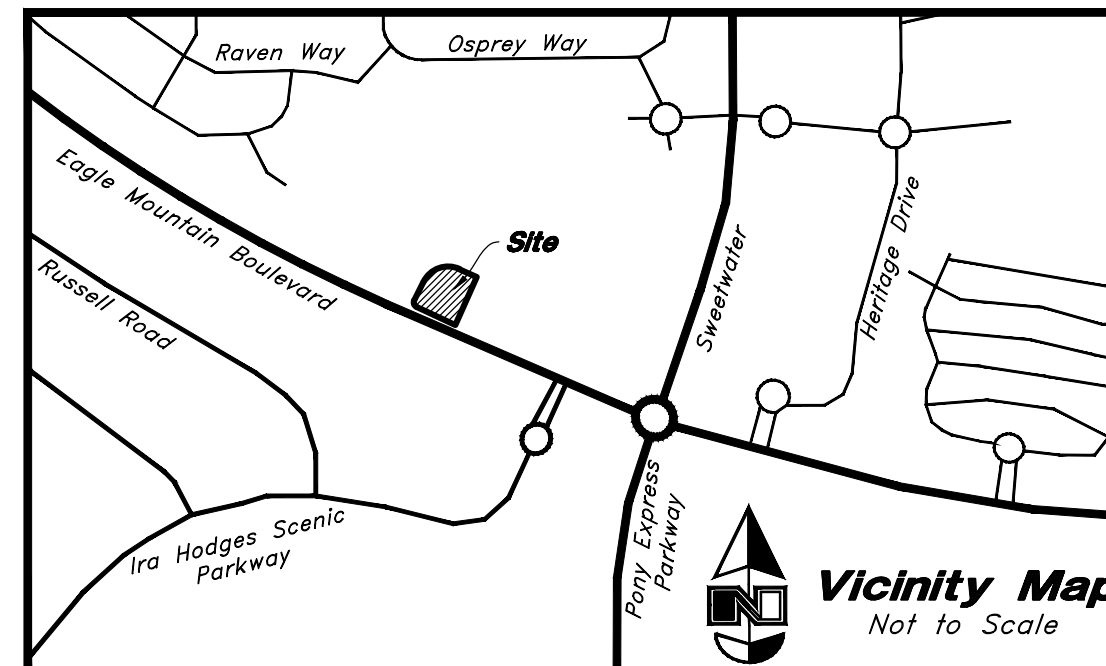
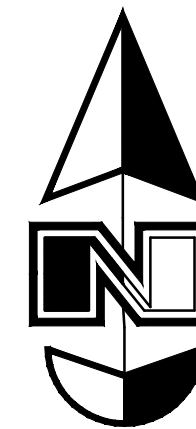
Calculations Table

Total Acreage	= 1.003 acres
Total Acreage after Dedication	= 0.936 acres
Total Number of Lots	= 1 Lot
Total Acreage in Right-of-Way	= 0.067 acres

Landscape Maintenance:

1. The Site Owner will install and maintain all Landscaping Adjacent Along Eagle Mountain Boulevard.

Scale: 1" = 30'



Narrative

This Subdivision was requested by Mountain America Federal Credit Union prerequisite to create 1 Commercial Lot.

This Subdivision retraces and honors a 2023 ALTA Survey by Anderson Wahlen & Associates and the nearby The Marketplace at Eagle Mountain Town Center Subdivision.

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the VRS derived bearing of North 0°27'12" East as the Basis of Bearings to place the Survey on the NAD 1983 Utah Central Zone State Plane datum.

Easement Agreements

This Subdivision is located in an existing property development subject to existing Cross-Access, Maintenance, underground utilities and other relevant agreements contained in the following recorded Declarations, Agreements and Amendments thereof, records of Utah County, Utah:

Declarations recorded October 29, 2009 as Entry No. 113261:2009, Amendment to Declarations recorded December 13, 2010 as Entry No. 108314:2010, Amendment to Declarations recorded May 25, 2018 as Entry No. 49096:2018, Amendment to Declarations recorded June 14, 2019 as Entry No. 54420:2019, Amendment to Declarations recorded September 17, 2019 as Entry No. 92248:2019, Amendment to Declarations recorded November 8, 2019 as Entry No. 117084:2019 of Official Records.

Curve Table

Curve	Delta	Radius	Length	Chord Data
C1	74°05'36"	20.00'	25.86'	N 27°34'23" W 24.10'
C2	16°21'39"	20.00'	5.71'	N 17°39'16" E 5.69'
C3	21°24'14"	119.69'	44.71'	S 75°54'12" E 44.45'

Surveyor's Certificate

I, David M. Hamilton, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify for, and on behalf of AWA that by authority of the Owners I have retraced Utah County Record of Survey No. _____ being a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as Mountain America Federal Credit Union Eagle Mountain Subdivision.

Boundary Description

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, in Eagle Mountain City, Utah County, Utah:

Beginning at a point on the Northeasterly line of Eagle Mountain Boulevard as it exists at 46.50-foot half-width, located 1725.72 feet South 89°32'43" East along the South line of said Section 12; and 981.99 feet North 0°00'08" West from a Brass Cap Monument found marking the Southwest Corner of said Section 12; and running thence Northeasterly along the arc of a 20.00 foot radius curve to the right a distance of 31.57 feet (Center bears North 25°22'50" East, Central Angle equals 90°27'15" and Long Chord bears North 19°23'33" West 28.40 feet) to a point of tangency; thence North 25°50'05" East 90.46 feet to a point of curvature; thence Northeasterly along the arc of a 119.69 foot radius curve to the right a distance of 185.84 feet (Central Angle equals 88°57'50" and Long Chord bears North 70°19'00" East 167.73 feet) to a point of reverse curvature; Southeastern along the arc of a 9725.00 foot radius curve to the left a distance of 83.78 feet (Central Angle equals 0°29'37" and Long Chord bears South 65°26'53" East 83.78 feet); thence South 24°17'50" West 228.84 feet to said Northeasterly line; thence Northeasterly along the arc of a 9953.50 foot radius curve to the right a distance of 187.29 feet (Center bears North 24°18'08" East, Central Angle equals 1°04'41" and Long Chord bears North 65°09'31" West 187.29 feet) to the point of beginning.

Contains 43,710 sq. ft.
Or 1.003 acres
1 Lot

PRELIMINARY

Date:

David M. Hamilton
Utah PLS No. 12966234

Owner's Dedication

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

In witness whereof we have hereunto set our hands this _____ day of _____, A.D. 20____.

Mountain America Federal Credit Union

by:
its:

Corporate Acknowledgment

State of _____
County of _____

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that they are the _____ of _____ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and they acknowledged to me that said corporation executed the same.

Residing at: _____
Commission Expires: _____

Print Name

A Notary Public

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

Acceptance by Legislative Body

The City Council of Eagle Mountain City, County of Utah, Approves this Subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this _____ day of _____, 20____.

Approved by Mayor

Approved by City Attorney

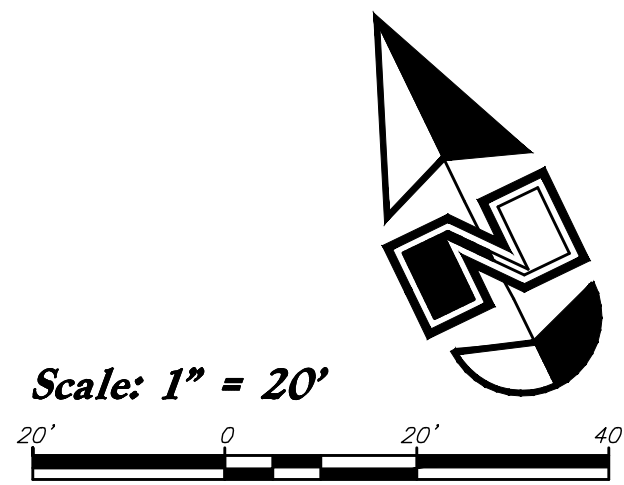
Approved by City Engineer

Attest by City Recorder
(See Seal Below)

Mountain America Federal Credit Union Eagle Mountain Subdivision

A part of the Southwest Quarter of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL



- General Demolition Notes:**
1. Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
 2. Refer to site improvement plans for more details on limits of removal.
 3. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures to be cleared from site unless otherwise shown.
 4. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
 5. Excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner) Excavated areas should be backfilled per the geotechnical report prepared for the project.
 6. Clear and grub trees, shrubs, and vegetation within construction limits, disposal to be off-site except where noted otherwise.
 7. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
 8. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
 9. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
 10. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
 11. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
 12. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
 13. Install traffic warning devices as needed in accordance with local standards.
 14. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.
 15. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
 16. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction, it is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

CAUTION :
The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.



Demolition / Existing Conditions Plan
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



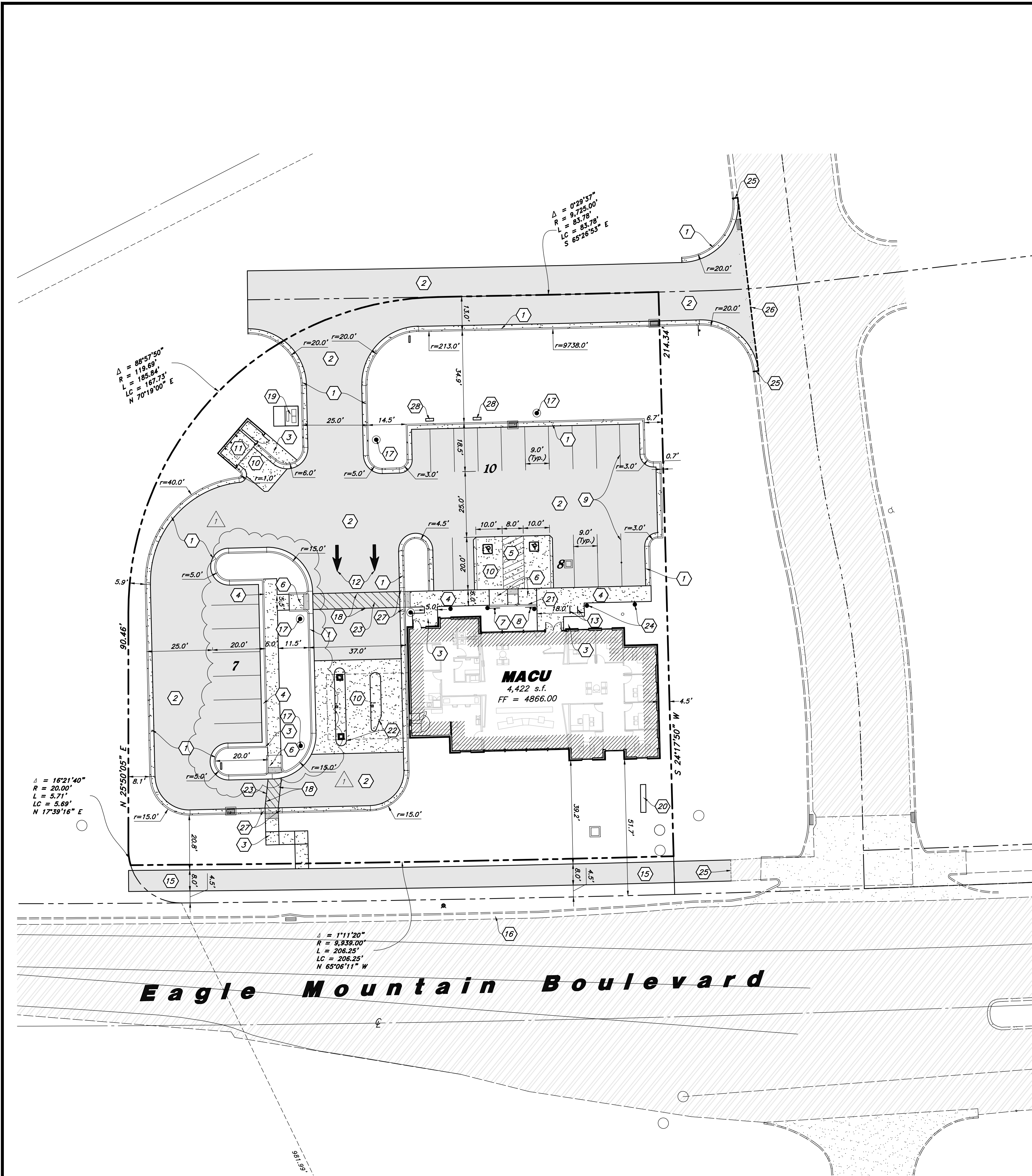
13 Mar, 2023
SHEET NO.
C0.1



Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038dm

REV	DATE	DESCRIPTION
1	2023-03-27	ASI #2 City Comments

\\A\21-038 MACU Eagle Mountain.dwg, 3/27/2023 1:50:01 PM, DWG To PDF.pc3, 1:1, LC



Site Data

Site Area = 43,689 s.f. (1.01 ac.)
Landscape Area Provided = 15,033 s.f. (34.4%)
Impervious Area Provided = 22,578 s.f. (52%)
Building Area = 4,869 s.f. (11%)
Parking Required = 1/300 s.f. = 17 stalls
Parking Provided = 25 stalls (5.65/1,000)

Scale: 1" = 20'



Site Construction Notes

- Const. 24" Curb & Gutter (1 C4.1)
- Const. Asphalt Paving (2 C4.1)
- Const. Conc. Sidewalk (4 C4.1)
- Const. Thickened Edge Sidewalk (5 C4.1)
- Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (2 C2.1)
- Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets)
- Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (1 C2.1)
- Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (1 C2.1)
- Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness (6 C4.1)
- Const. Conc. Paving (6 C4.1)
- Dumpster Enclosure (See Arch. Plans)
- Const. Directional Arrows per MUTCD
- Bike Rocks (See Architectural Plans for Details)
- Const. conc. sidewalk ramp with landings and Railings.
- Const. asphalt trail per Eagle Mountain City Standards
- Existing Curb and Gutter
- Const. Light Pole (for Reference Only - See Site Electrical)
- Const. 4" White Stripe painted pedestrian crossing. Contractor shall provide 15 mils min. thickness
- Const. Transformer (See site electrical plans)
- Monument Sign (by separate permit)
- Const. 6" Curb Wall (7 C4.1)
- Const. Raised Concrete Drive-Thru Island (See Architectural Plan - 6" Max. Height)
- Const. 4" White Paint Striping @ 24" O.C. 45°. Contractor Shall Provide 15 Mil Min Dry Thickness (Two Coats)
- Const. Pedestrian Light (for Reference Only - See Site Electrical)
- Conn. & Match Existing Improvements
- Remove existing curb and gutter. Form new asphalt paving against edge of asphalt. Provide smooth clean edge. Alternate is to saw cut and remove 2.0' of asphalt.
- Const. Curb Transition (8 C4.1)
- Const. Electric Vehicle charging stations

General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Asle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.
- Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.
- Landscaping in front of MACU property (including the frontage along Eagle Mountain Boulevard) and on-site will be maintained by Mountain America Credit Union.

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

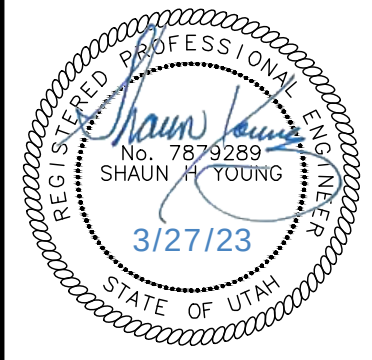
REV	DATE	DESCRIPTION
1	2023-03-27	ASI #2 City Comments

Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038sp



2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

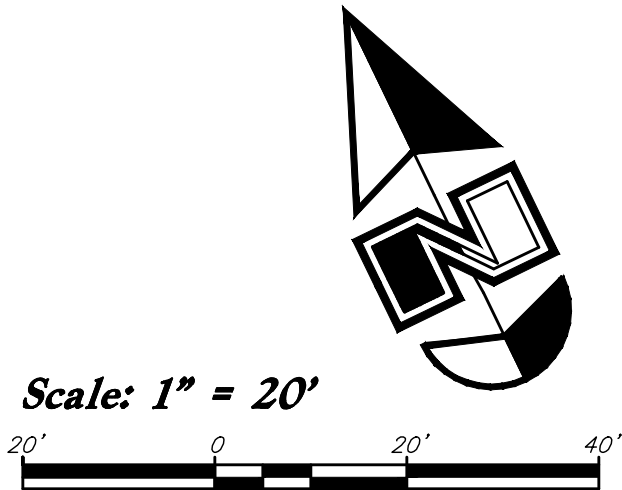
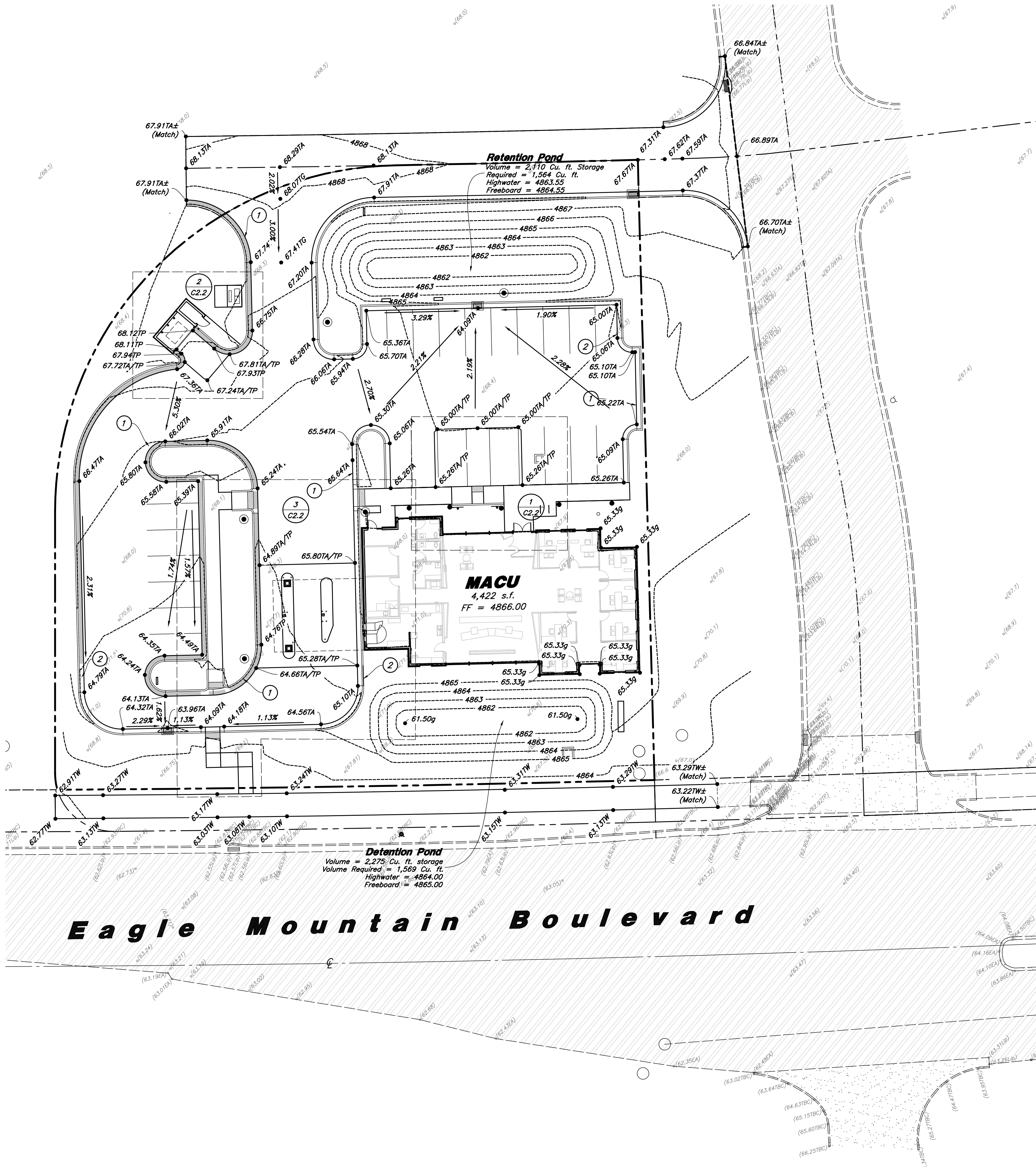
Site Plan
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023

SHEET NO.

C1.1



General Grading Notes:

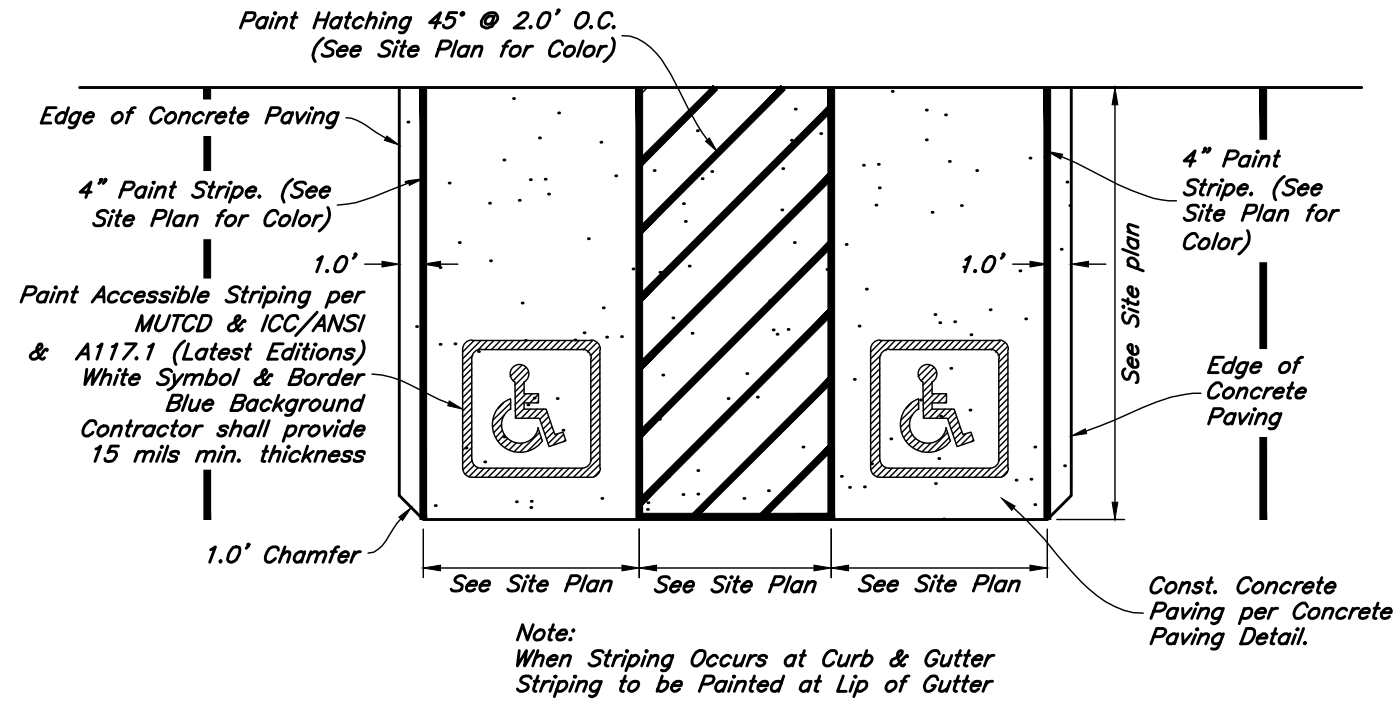
- All grading shall be in accordance with the project geotechnical study.
- Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
- Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
- Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
- Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
- Fills shall be benched into competent material as per specifications and geotechnical report.
- All trench backfill shall be tested and certified by a Geotechnical Engineer.
- A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
- The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
- Dust shall be controlled by watering.
- The location and protection of all utilities is the responsibility of the permittee.
- Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
- All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
- The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
- The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
- Aggregate base shall be compacted per the geotechnical report prepared for the project.
- The recommendations in the following Geotechnical Engineering Report by GSH are included in the requirements of grading and site preparation. The Report is titled "Geotechnical Study Eagle Mountain MACU near Eagle Mountain Boulevard and Pony Express Parkway Eagle Mountain, Utah".
Project No.: 0130-057-21
Dated: March 22, 2021
- As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
- If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

Curb and Gutter Construction Notes:

- Open face gutter shall be constructed where drainage is directed away from curb.
- Open face gutter locations are indicated by shading and notes on the grading plan.
- It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
- Refer to the typical details for standard and open face curb and gutter dimensions.
- Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.
- Spot elevations are shown on this plan with text marking. Coordinate and verify site information with project drawings.

Sidewalk Construction Notes:

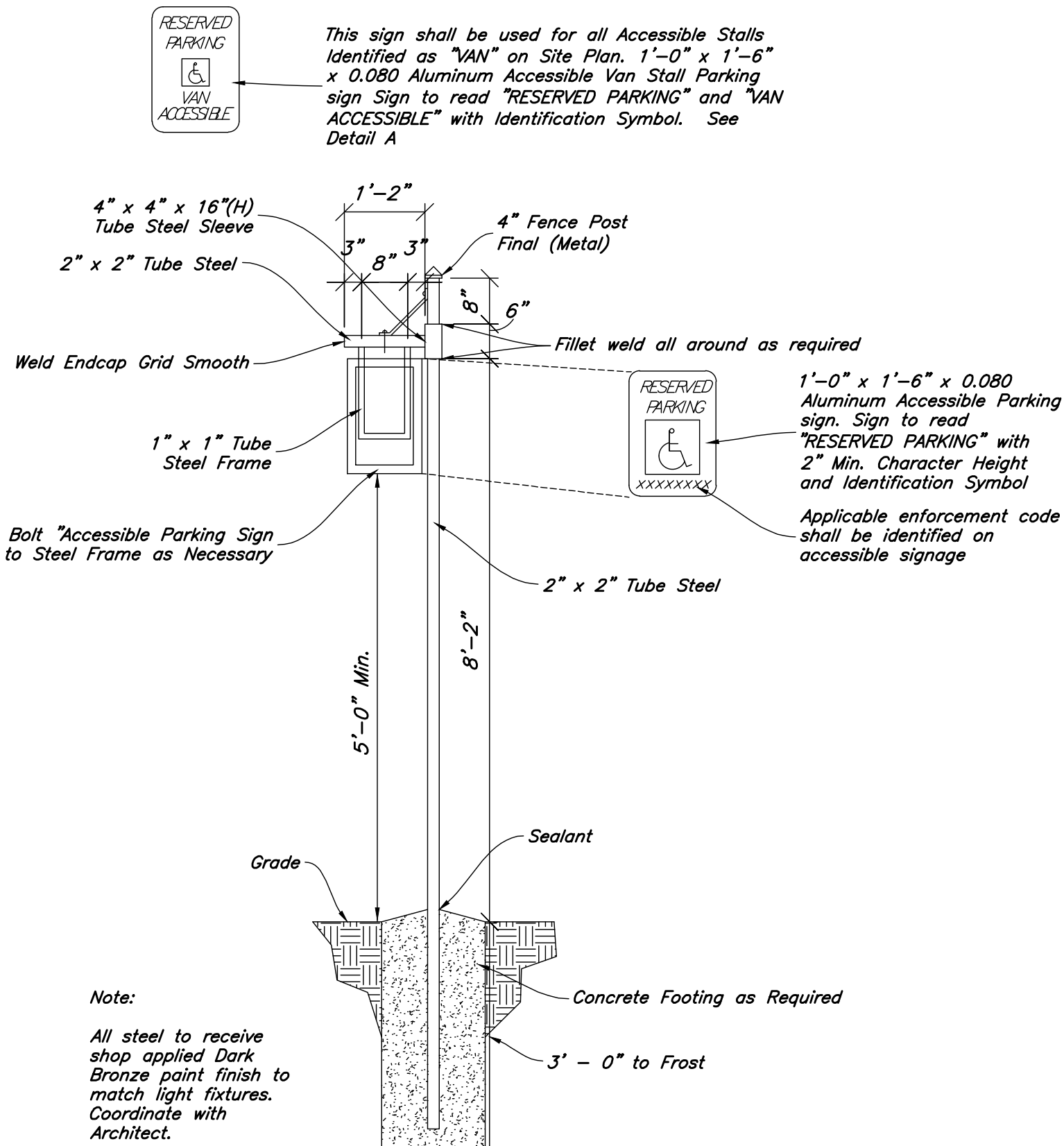
- Concrete sidewalk shall be constructed with a cross slope of 1.5% unless shown otherwise on plan.
- Running slope of sidewalks shall be built per grades shown on the plan, where grades are not provided, sidewalks shall be constructed with a maximum running slope of 4.5%.
- Refer to the Site Plan for sidewalk dimensions.



Accessible Striping Detail

Not to Scale

Accessible Van Stall Alternate Sign



Accessible Parking Sign

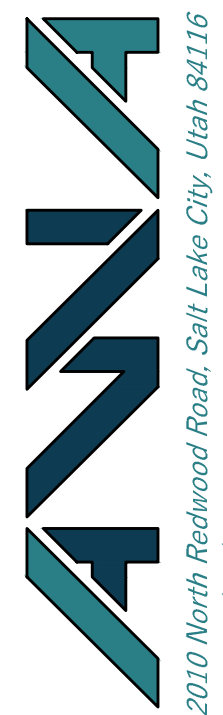
Not to Scale

Prior to any construction of any Accessible Improvements, a Pre-Construction meeting shall be held between Contractor and Engineer. Contractor is Responsible to contact Engineer and Schedule Pre-Construction Meeting

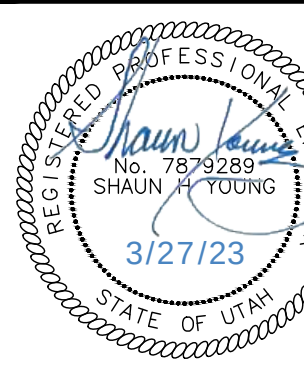
Private Curb Ramp Construction Notes

- Slopes provided are per Anderson Wahlen & Associates design standards. Slopes shown are below ADA and ICC maximum requirements, unless noted otherwise in project plans.
- The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1-Latest Edition) and/or FHWA.
- Counter slopes of adjoining gutters & paving adjacent to the curb ramp shall not be steeper than 4.50%.
- Accessible ramp flares shall be poured separately from ramp to ensure proper slopes.
- Contractor to transition curb or sidewalk height from 6" to 0" reveal. Curb or sidewalk height to match ramp throughout transition.

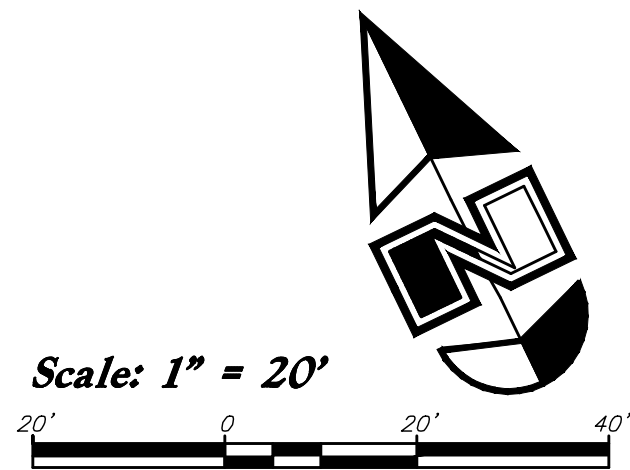
Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038gr



Grading Plan and Notes
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023
SHEET NO.
C2.1



City of Eagle Mountain Utility Notes:

SEWER -

- * Pipe bedding: $\frac{3}{4}$ " gravel required 6" below, on the sides & 12" above the pipe (minimum).
- * Depth: Sewer main/laterals to maintain 4' of cover (minimum) from finished grade, 3' minimum from the top of pipe at time of installation
- * Separation: sewer mains & laterals to maintain 10' separation (minimum) from each other & laterals from laterals
- * Sewer Y's: 3' minimum separation between sewer Y's.
- * Lateral stubs: A) stubs must extend 15' into property and be marked with 2x4 painted green.
- B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
- * Manholes: manholes to be within 1' of finished grade, 12' of whirly gig for manholes with no flat rings allowed, 12' of $\frac{3}{4}$ " gravel required under manholes/boxes.

WATER -

- Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
 - Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
 - Depth: water main & laterals must maintain 4' cover from finished grade (minimum). 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
 - Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings
 - Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also 3/4" setters to have double braces. Setters to be set at 18" to 22" from the top of the setter to top of lid.
 - Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
 - Water Can: the water can for 3/4" & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" services will need to be inside diameter. Water can specification.
 - Hydrants: hydrants to be 5' bury (minimum)
 - Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
 - Cover: never weld run into manholes, always man & extend up setters and hydrants, do not run up valve boxes.
 - Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
 - Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
 - Water line fittings: all fittings to have mega lug followers.
 - Water Main Line: NO DEFLECTION or bending of pipe will be allowed in water lines and bend fittings will be required. All fittings to be Mega-lug fittings
- STORM DRAIN –**
- Bedding: 3/4" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
 - ADS: all ADS pipe to be "HP" brand.
 - Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
 - Manholes: manholes to be within 1' of finished grade. 12" of required ground cover no flat rings allowed. 12" of 3/4" gravel whirled under manholes/boxes.

ROAD SECTION

- **Proof rolls:** proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stops inspection for sub-grade inspection and string line required for sub-base and road base inspection.
- **UTBC:** state spec. road base required for all roads; commercial base acceptable for the sidewalks & trails.
- **Collars:** all collars to be 1' wide by 1' deep with a 6000-psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all collars. Manhole covers and water valve towers to be $\frac{1}{2}$ down from asphalt edge and concrete to be $\frac{1}{4}$ " to $\frac{3}{8}$ " down from asphalt edge.

General Utility Notes:

1. *All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.*
2. *Coordinate all utility connections to building with plumbing plans and building contractor.*
3. *Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.*
4. *All catch basin and inlet box grates are to be bicycle proof.*
5. *Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.*
6. *Gas lines, telephone lines, and cable TV lines are not a part of these plans.*
7. *Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.*
8. *Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm or other utilities as necessary including valve boxes and hydrant spools to proper grade.*
9. *Contractor shall install a 12" concrete collar around all manholes, valves, catch basins, cleanouts or any other structures located within the asphalt.*

Utility Piping Materials:

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

Culinary Service Laterals

1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901, PE 3408, SDR 9 (200 psi)
2. Copper Pipe (Up to 3 inches diameter): Type "K."

Water Main Lines and Fire Lines

1. *Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 200*

Sanitary Sewer Lines

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034 Type PSM, SDR 35

Storm Drain Lines

1. 12" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
2. 15" pipes or larger - Reinforced Concrete Pipe, ASTM C76, Class III

CAUTION :

The locations and/or elevations of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

Storm Drain & Sanitary Sewer Note:

***All Storm Drainage & Sanitary Sewer Pipe
Lengths and Slopes are from
Center of Structure to Center of Structure***

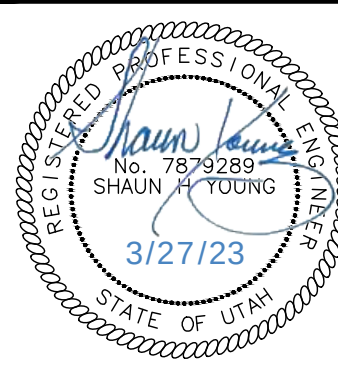
Onsite Utility Connection Notes:

1. Contractor shall field verify all utility connection elevations prior to any utility construction has begun.
2. Contractor shall construct utility lines into site prior to any onsite utility construction. Gravity lines are to be constructed starting at the lowest point and be installed prior to any waterline installation
3. Construction of any onsite utilities prior to the offsite connection will be done at the contractors risk.



Utility Plan

Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT

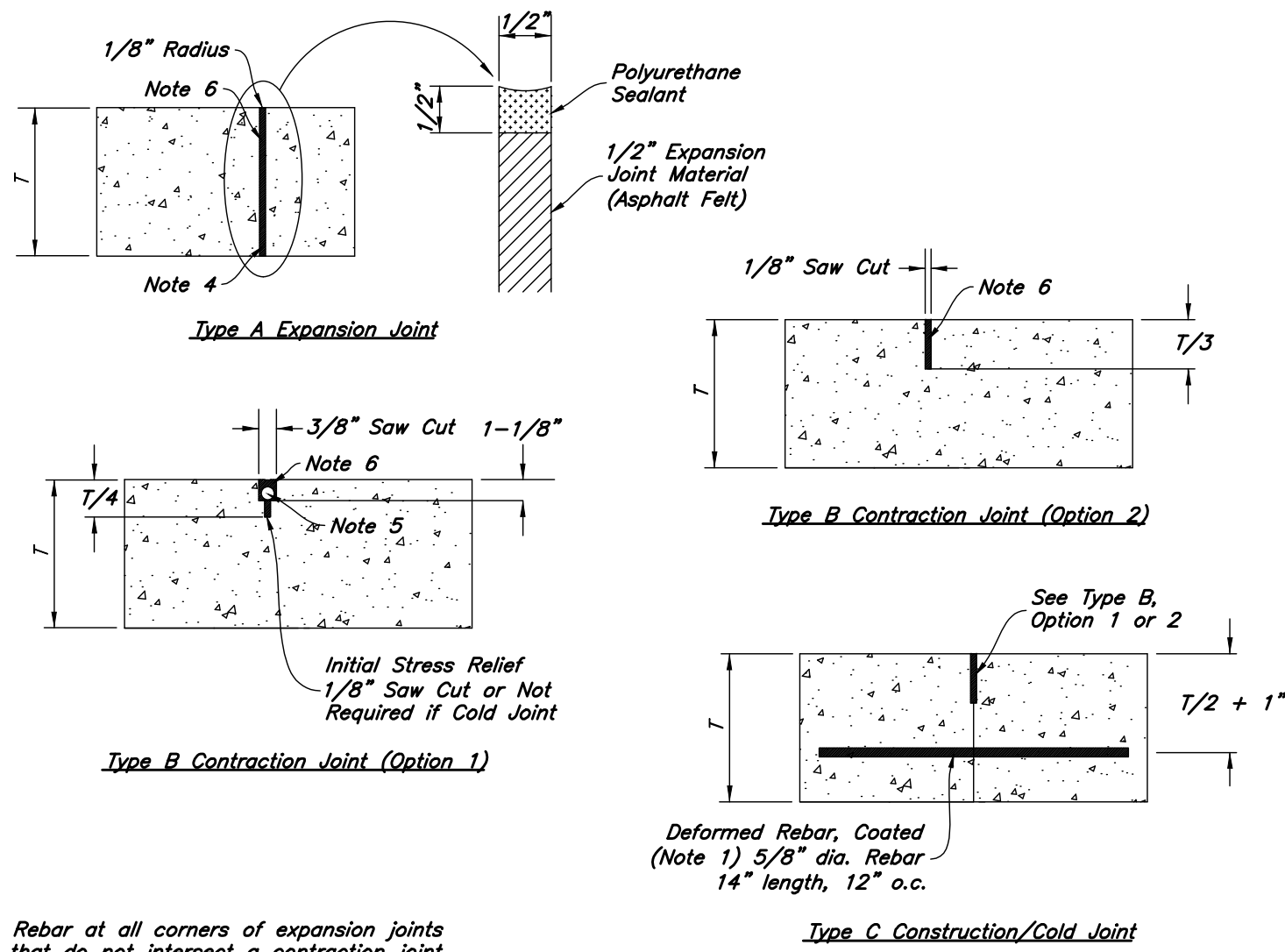


13 Mar. 2023

MEET NG

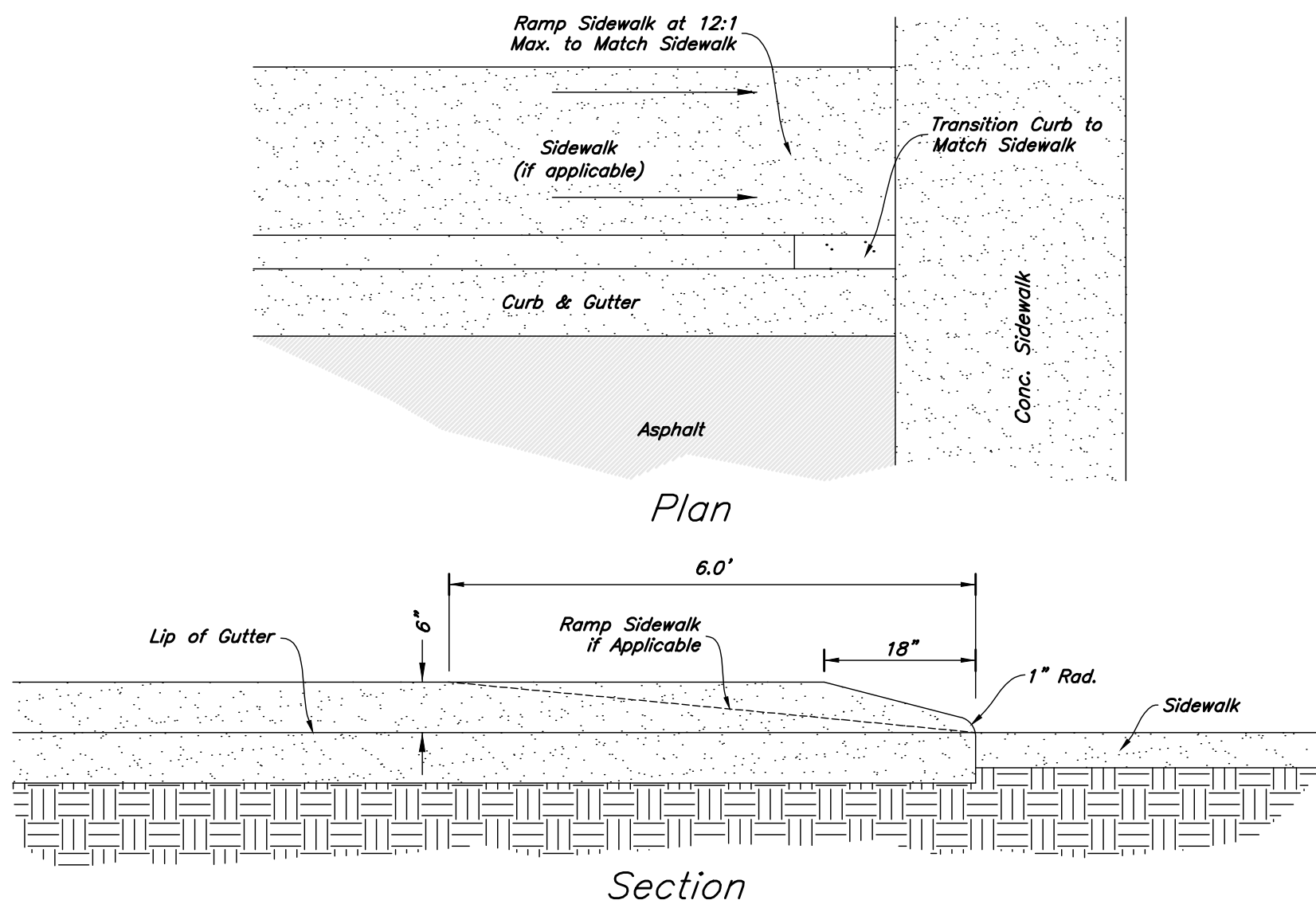
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1. **REINFORCEMENT:** ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.
- A. Space rebar and dowels at 12 to 15 inches on center.
B. Grease dowels to provide movement in expansion joints.
C. Keep tie bars in the vertical center of the concrete slab and perpendicular to the joint during concrete placement.
2. **SAWING:** Keep at least 3 working power saws on-site when concrete is being placed. Saw crack control joints (contraction joints) before shrinkage cracking takes place. Do not tear or ravel concrete during sawing. In cool weather, the joint sawing may be delayed only for the time required to prevent tearing and raveling the concrete. Cut joints to dimensions recommend by sealant manufacturer and approved by ENGINEER.
3. **JOINTS:** Lay out joints to aid construction and control random cracking.
- A. Joint Spacing shall be 12 feet maximum on center in both directions.
B. Extend transverse contraction joints continuously across the full width of the concrete. Make the joints coincide with curb and gutter joints.
C. Make adjustments in joint locations to meet inlet or manhole locations.
D. Expansion Joints shall be placed where concrete abuts a building wall, sidewalk, curb, gutter or any immovable structure.
4. **JOINT FILLER:** Bituminous (Asphalt or tar) mastic, ASTM D994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt extending to the bottom of the concrete slab.
5. **BACKER ROD:** Round Rods. It must be oversized approximately 25 percent to fit tightly into each joint and compatible with hot poured sealant.
6. **JOINT SEALANT:** Hot applied, Asphalt base type, ASTM D 3405. Remove dirt, oil, and curing compounds from joint reservoir. Seal joints immediately after cleaning.



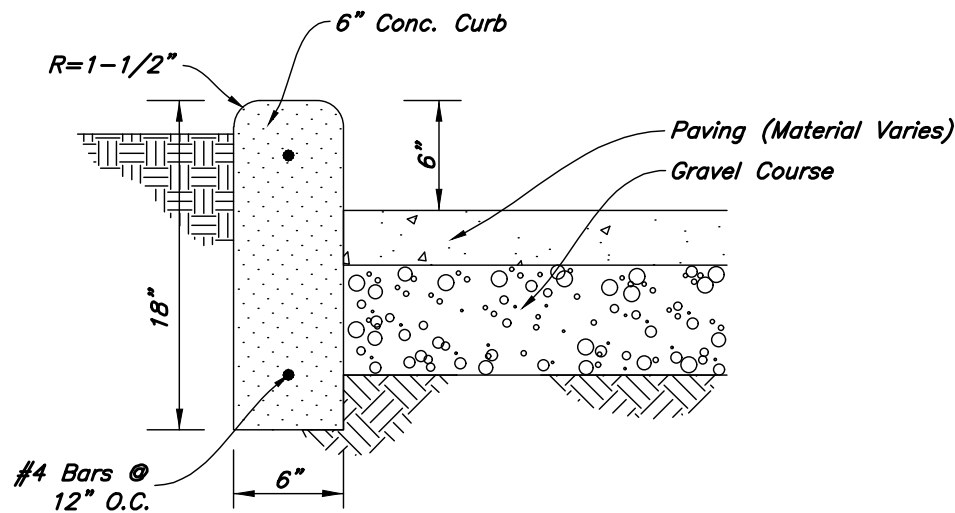
9 Concrete Joint Detail

Not to Scale



8 Curb Transition

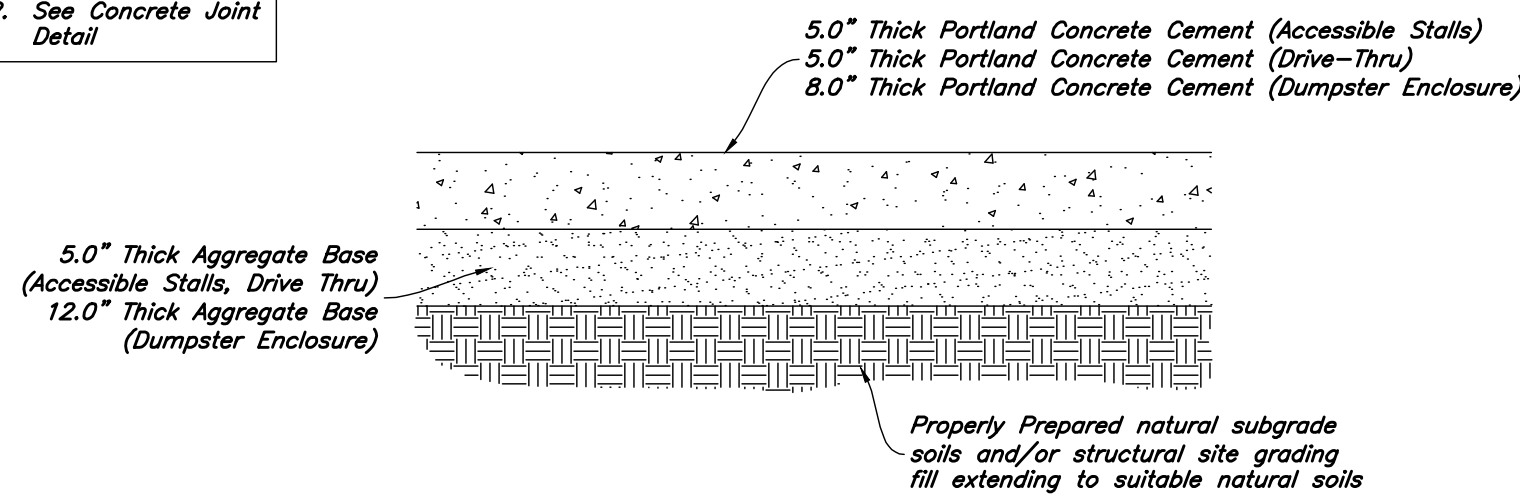
Not to Scale



7 Curb Wall Detail

Not to Scale

1. See Geotechnical Report for Project for Future Details
2. See Concrete Joint Detail



6 Concrete Paving Section

Not to Scale

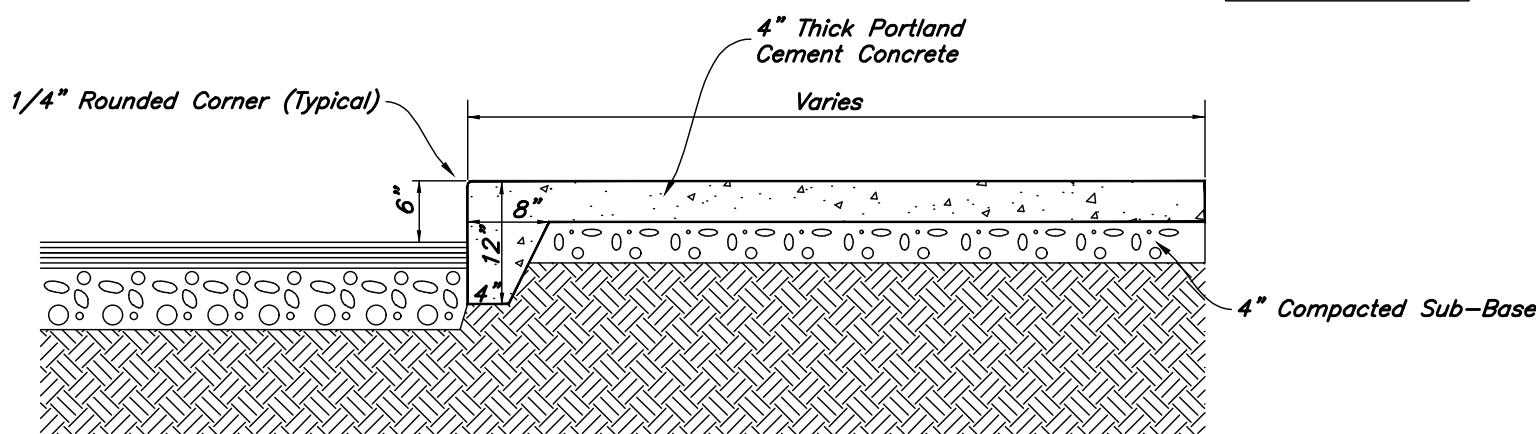
Contraction Joints

- A. Spacing = 10' O.C.

Expansion Joints

- A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.

1. See Concrete Joint Detail



5 Thickened Edge Walk

Not to Scale

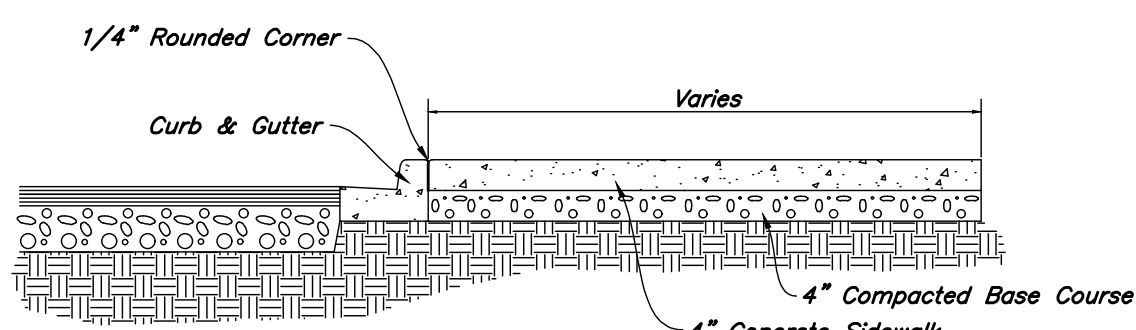
Contraction Joints

- A. Spacing = 10' O.C.

Expansion Joints

- A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.

1. See Concrete Joint Detail

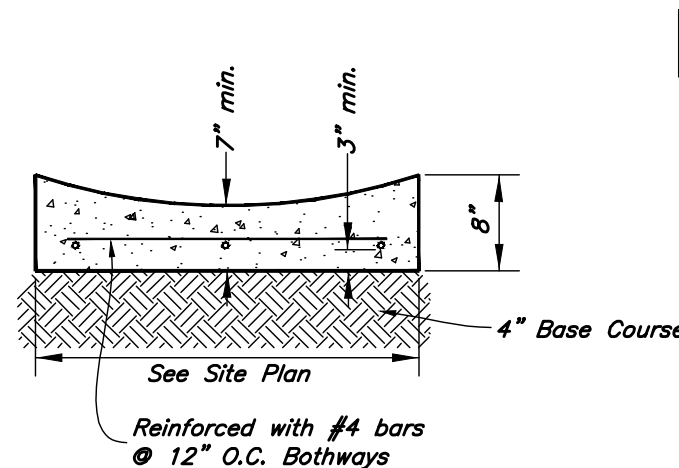


4 Typical Sidewalk Detail

Not to Scale

Contraction Joints

- A. Spacing = 10' O.C.
B. 1/8" Wide by 2" Deep

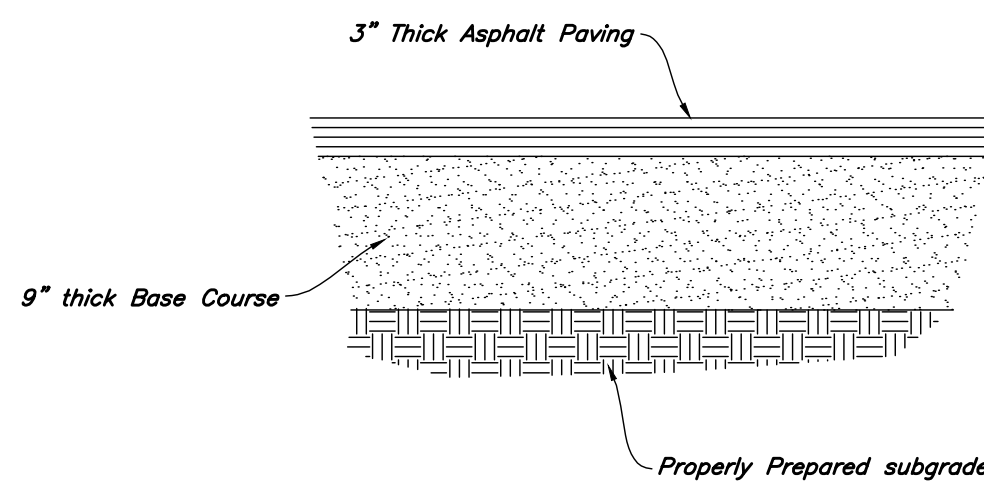


1. See Concrete Joint Detail

3 Typical Waterway Detail

Not to Scale

1. See Geotechnical Report for Project



2 Standard Asphalt Section

Not to Scale

1. Contraction Joints

- A. Spacing = 10' o.c., see joint detail
B. 1/8" wide by 2" deep from top of curb at 15'-0" intervals

2. Expansion Joints

- A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at ends of all radii 0.0B.
D. Required 5'-0" on each side of drainage structures
E. Required at 90'-0" maximum intervals in straight curb and gutter
F. Provide #6 x 18" long smooth steel dowel bars with 1" dia. grease cap through expansion joints (3/4" thick bituminous filler material)

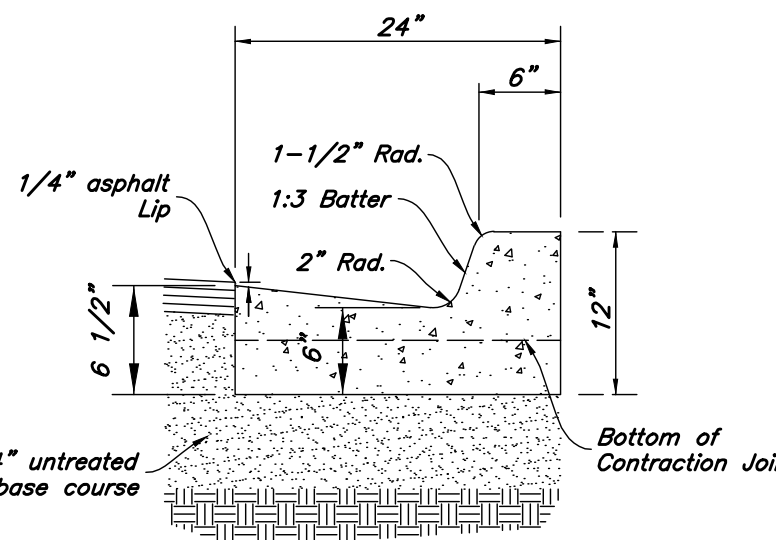
3. 2'-6" Long tie bar on 2'-6" centers shall be provided when curb is adjacent to P.C.C. pavement

4. Provide (2) #6 x 2'-6" long tie bars to connect existing and new curb and gutter

5. Remove forms as early as possible. Brush top and face of curbs to remove all imperfections. Typical of all form work.

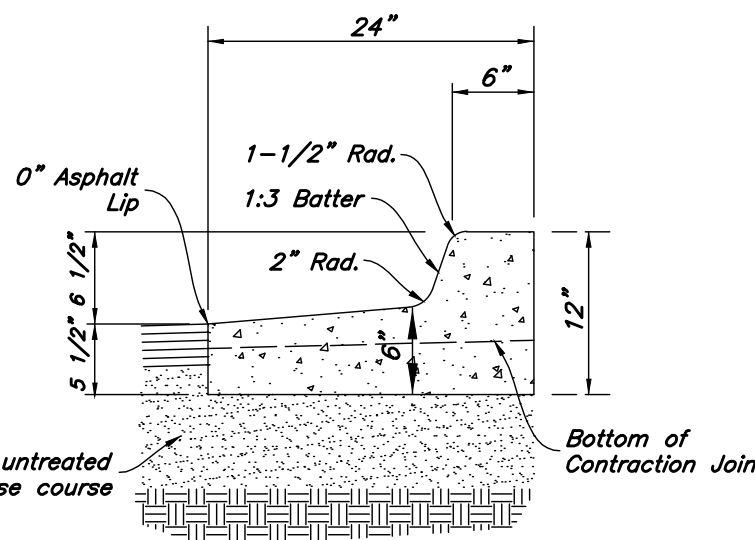
6. All radii shall be true arcs

7. Medium to light broom finish on all exterior concrete



Standard

Note: All Curb and Gutter to be Standard Unless Otherwise Noted



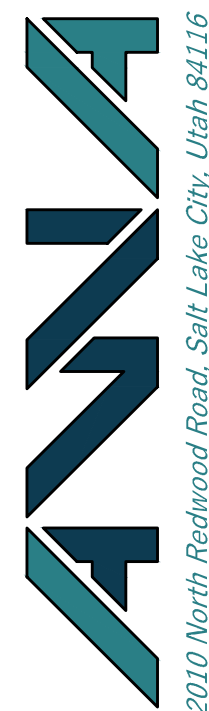
Open Face

1. See Concrete Joint Detail

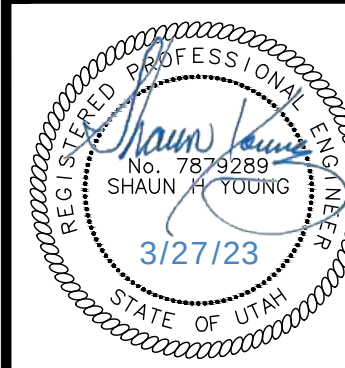
1 24" Curb And Gutter

Not to Scale

Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038dt



Details
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT

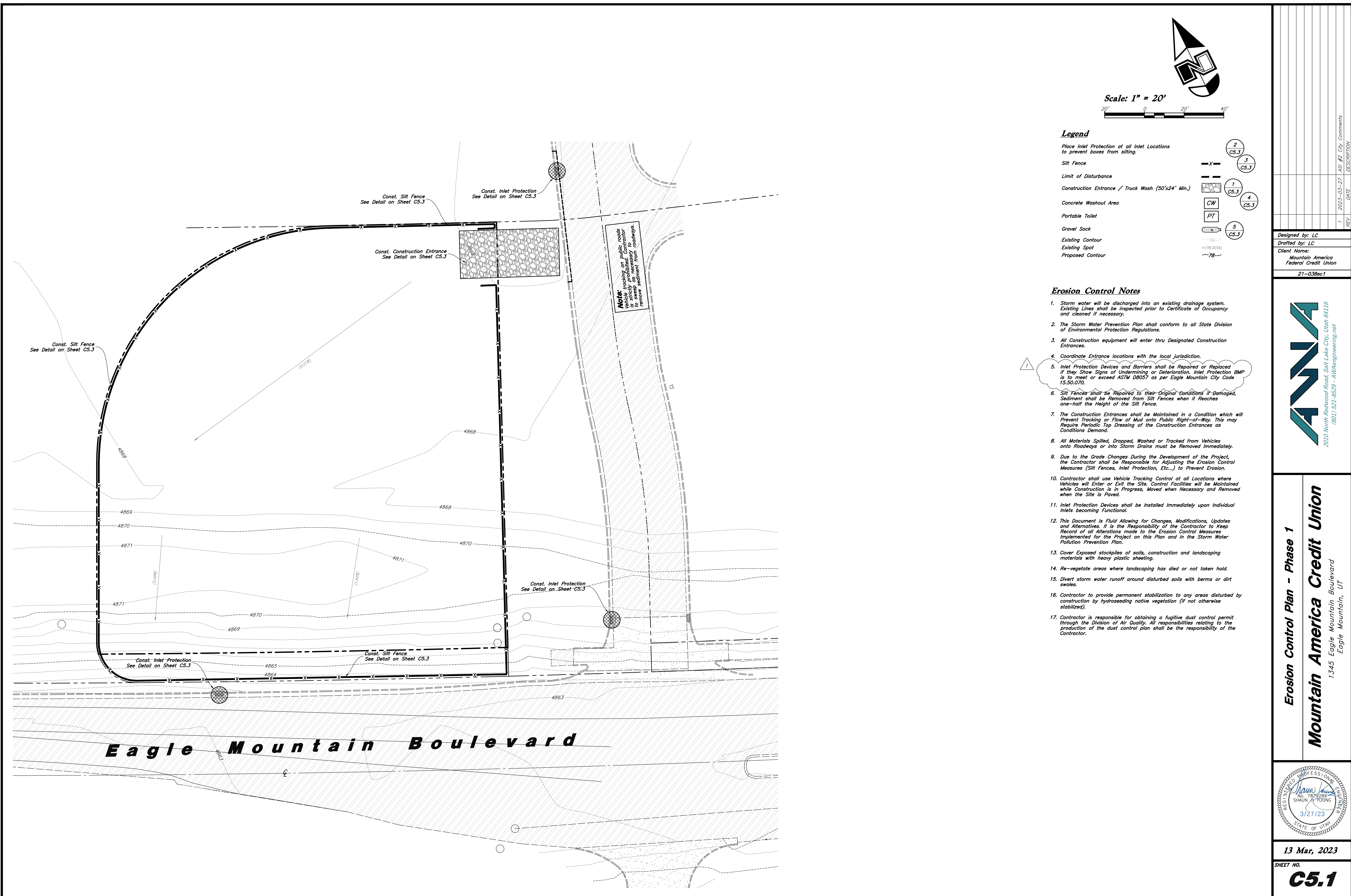


13 Mar, 2023

SHEET NO.

C4.1

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Legend

Place Inlet Protection at all Inlet Locations to prevent boxes from silting.

Silt Fence

Limit of Disturbance

Construction Entrance / Truck Wash (50'x24' Min.)

Concrete Washout Area

Portable Toilet

Gravel Sock

Existing Contour

Existing Spot

Proposed Contour

- 2 C5.3
- 3 C5.3
- 1 C5.3
- 4 C5.3
- 5 C5.3

Erosion Control Notes

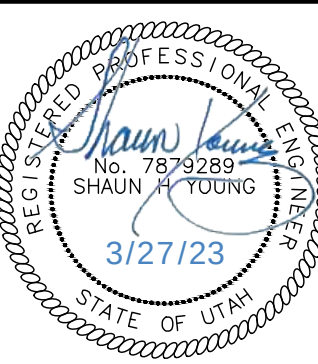
- Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
- The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
- All Construction equipment will enter thru Designated Construction Entrances.
- Coordinate Entrance locations with the local jurisdiction.
- Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration. Inlet Protection BMP is to meet or exceed ASTM D8057 as per Eagle Mountain City Code 15.50.070.
- Silt Fences shall be Repaired to their Original Conditions if Damaged. Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
- The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
- All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
- Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
- Contractor shall use Vehicle Tracking Control at all Locations where Vehicles will Enter or Exit the Site. Control Facilities will be Maintained while Construction is in Progress, Moved when Necessary and Removed when the Site is Paved.
- Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
- This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
- Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
- Re-vegetate areas where landscaping has died or not taken hold.
- Divert storm water runoff around disturbed soils with berms or dirt swales.
- Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
- Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.



Erosion Control Plan - Phase 1

Mountain America Credit Union

1345 Eagle Mountain Boulevard
Eagle Mountain, UT

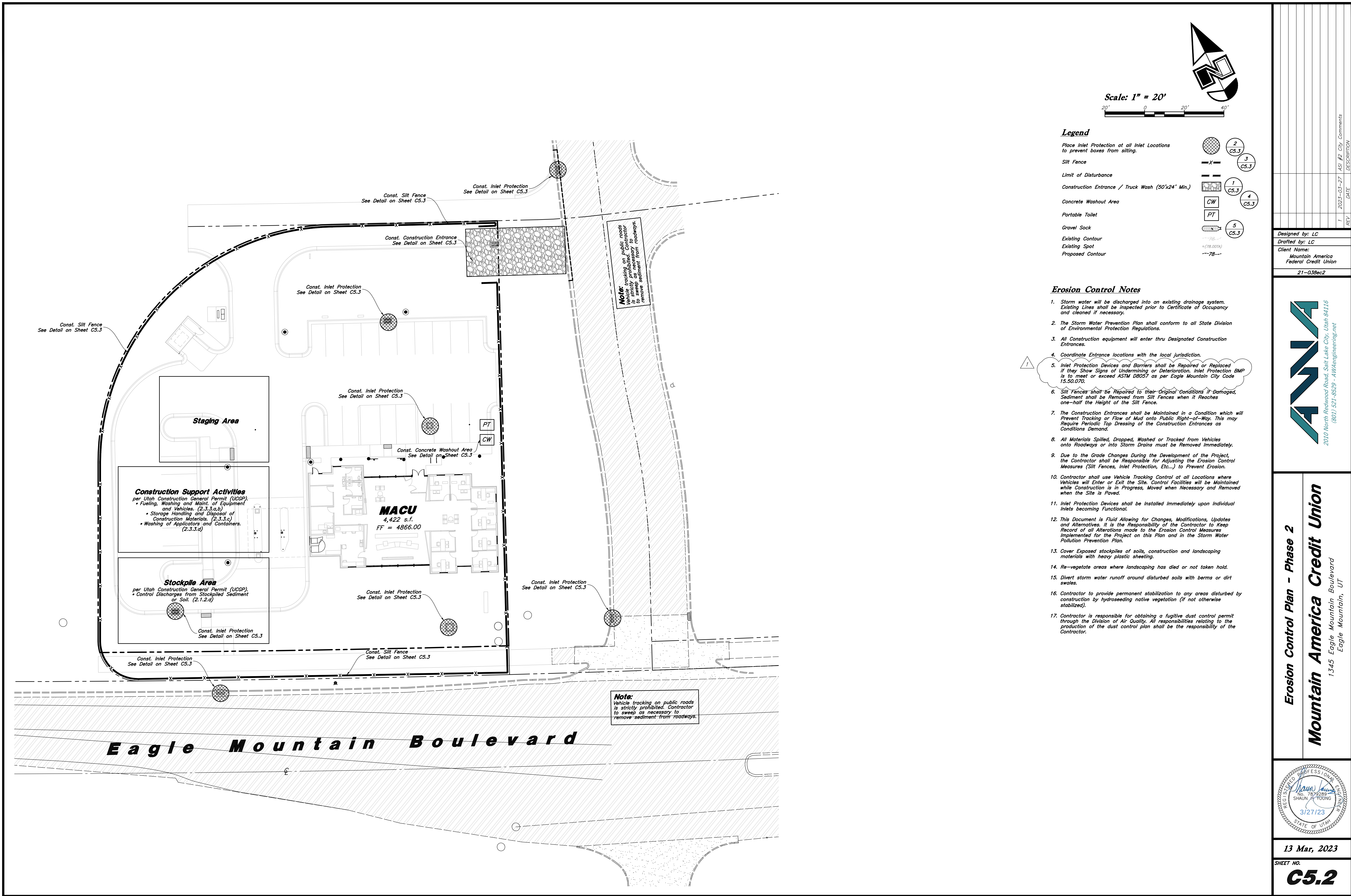


13 Mar, 2023

SHEET NO.

C5.1

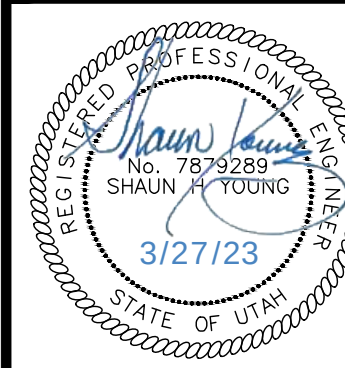
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Erosion Control Plan - Phase 2

Mountain America Credit Union

1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023

SHEET NO.
C5.2



Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038ec2

REV	DATE	DESCRIPTION
1	2023-03-27	ASI #2 City Comments

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6 **Not Used**
Not to Scale

3 **Silt Fence Section**
Not to Scale

5 **Gravel Sock Sediment Barrier**
Not to Scale

2 **Dandy Sack Inlet Protection**
Not to Scale

4 **Concrete Washout**
Not to Scale

1 **Stabilized Construction Entrance**
Not to Scale

REV	DATE	DESCRIPTION
1	2023-03-27	ASI #2 City Comments

Designed by: LC
Drafted by: LC
Client Name:
Mountain America
Federal Credit Union
21-038ec2

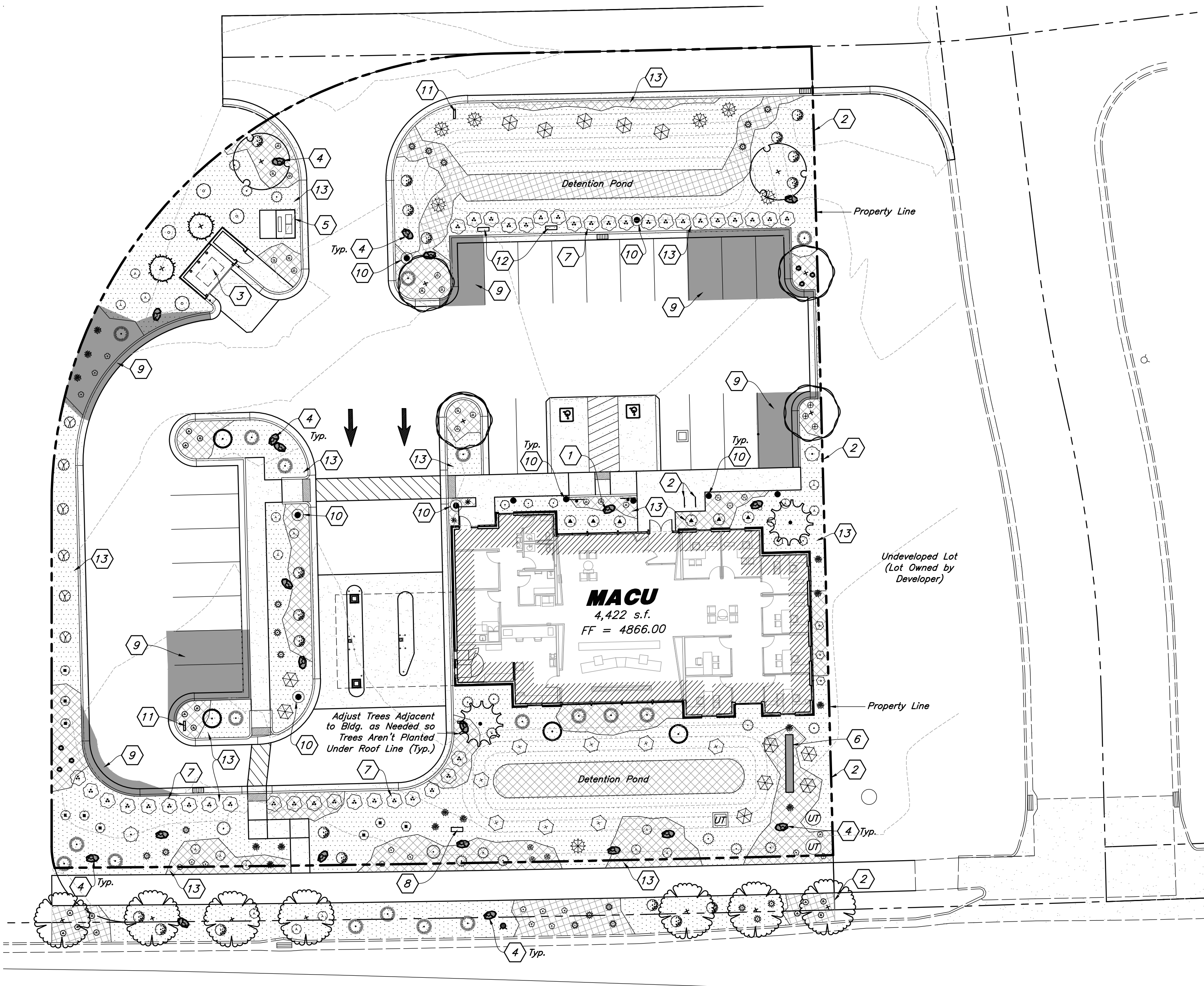


2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Erosion Control Details
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023
SHEET NO.
C5.3



Eagle Mountain Boulevard

General Landscape Notes:

- Plant material quantities are provided for bidding purposes only. It is the contractor's responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plants take precedence over plant schedule quantities.
- Contractor shall call Blue Stake before excavation for plant material.
- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.
- The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
- It is the contractor's responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
- The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants.
- The contractor shall install all landscape material per plan, notes and details.
- Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
- No grading or soil placement shall be undertaken when soils are wet or frozen.
- Imported topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clogs, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
- Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils. Remove all construction debris and foreign material.
- Provide an eight (8) inch depth of imported topsoil in all shrub areas and twelve (12) inches in parking islands.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from plant and tree pit and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed. Fine ground wood mulch shall be installed in the plant well and extend up near the base of the plant. The wood mulch shall be covered with a layer of stone.

- All new plants shall be balled and burlapped or container grown, unless otherwise noted on plant schedule. Container grown trees shall have the container cut and removed. Trees in ball and burlap shall have the strings, burlap or plastic cut and pulled away from the trunk exposing 1/3 of the root ball. For trees in wire baskets, cut and remove the wire basket.
- Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt Pro5 weed barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas.
- All deciduous trees shall be double staked per tree staking details. Tree stakes shall be wood and ties shall be V.I.T. Cinch Ties #CT32. It is the contractor's responsibility to remove tree staking after one year.
- Bury 2 inches of boulder height into soil, keeping best visual side above ground. Use care to minimize marring and scratching.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance. The warranty shall include plant material and installation of plant material. Dead plant material shall be replaced in a timely manner. From the time the landscape contractor is notified of dead plant material, the contractor has two weeks to replace dead plant material. If plant material is not replaced by the two week time frame MACU will have plants replaced and bill the installing company.

Landscape Maintenance:

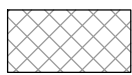
- The Site Owner will Install and Maintain all Landscaping Adjacent Along Eagle Mountain Boulevard.

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE
	7	Acer tataricum ginnola 'Red Wing' / Red Wing Amur Maple *	2" Cal. / 6-8' Ht.	20' (H) x 15' (W)
	2	Cedrus atlantica 'Fastigiata' / Columnar Blue Atlas Cedar	6-8' Ht.	15' (H) x 12' (W)
	2	Cedrus deodara 'Eisregen' / Ice Rain Himalayan Cedar	6-8' Ht.	12' (H) x 6' (W)
	2	Cercis canadensis / Eastern Redbud *	2" Cal. / 6-8' Ht.	15' (H) x 15' (W)
	4	Picea glauca pendula / Weeping White Spruce	6-8' Ht.	15' (H) x 6' (W)
	4	Zelkova serrata 'Musashino' / Musashino Zelkova *	2" Cal. / 6-8' Ht.	20' (H) x 12' (W)
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE
	9	Berberis thunbergii 'Crimson Pygmy' / Crimson Pygmy Barberry *	2 gal	20" (H) x 22" (W)
	8	Cornus sericea 'Isanti' / Isanti Red Twig Dogwood	5 gal	30" (H) x 30" (W)
	6	Cornus sericea 'Kelsey' / Kelsey Dogwood	2 gal	24" (H) x 24" (W)
	3	Ilex crenata 'Sky Pencil' / Sky Pencil Japanese Holly	5 gal	60" (H) x 18" (W)
	2	Ligustrum vicaryi / Golden Privet	5 gal	60" (H) x 60" (W)
	4	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark *	5 gal	20' (H) x 12' (W)
	2	Picea pungens 'Globosa' / Dwarf Globe Blue Spruce *	5 gal	30" (H) x 48" (W)
	14	Pinus mugo 'Slowmound' / Slowmound Mugo Pine *	5 gal	28" (H) x 30" (W)
	40	Prunus x cistena / Purple Leaf Sand Cherry *	5 gal	48" (H) x 48" (W)
	6	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	5 gal	36" (H) x 24" (W)
	19	Spiraea x bumalda 'Goldflame' / Goldflame Spirea *	2 gal	36" (H) x 36" (W)
	6	Taxus x media 'Dark Green Spreading' / Green Spreading Yew *	5 gal	30" (H) x 30" (W)
GROUND COVER	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE
	18	Juniperus sabina 'Buffalo' / Buffalo Juniper *	5 gal	8" (H) x 60" (W)
	7	Pinus sylvestris 'Hillside Creeper' / Hillside Creeper Scotch Pine *	5 gal	8" (H) x 60" (W)
	12	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac *	2 gal	16" (H) x 60" (W)
	18	Rosa x 'Meigalpia' / Red Drift Rose *	2 gal	16" (H) x 36" (W)
ORNAMENTAL GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE
	14	Calamagrostis x acutiflora 'Karl Foerster' / Karl Forester Grass *	1 gal	50" (H) x 20" (W)
	19	Pennisetum alopecuroides 'Hameln' / Hameln Fountain Grass *	1 gal	24" (H) x 24" (W)
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE
	3	Hemerocallis x 'Red Hot Returns' / Red Hot Returns Daylily *	1 gal	18" (H) x 18" (W)
	15	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily *	1 gal	18" (H) x 18" (W)
	3	Hosta fortunei 'Fire and Ice' / Fire & Ice Hosta	1 gal	18" (H) x 20" (W)
	17	Nepeta racemosa 'Blue Wonder' / Blue Wonder Catmint *	1 gal	18" (H) x 20" (W)
	15	Penstemon eatonii / Firecracker Penstemon *	1 gal	24" (H) x 24" (W)
	2	Rudbeckia fulgida 'Goldstrum' / Black Eyed Susan *	1 gal	18" (H) x 18" (W)
	6	Salvia x superba 'May Night' / May Night Salvia *	1 gal	18" (H) x 18" (W)
	3	Zauschneria garrettii 'Orange Carpet' / Hummingbird Trumpet *	1 gal	10" (H) x 24" (W)

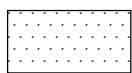
* Drought Tolerant Tree, Shrub, Ornamental Grass, Groundcover, or Perennial

MATERIAL SCHEDULE



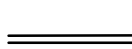
1" to 2" Dia. Decorative Stone #1 - Install a Four (4) inch depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be Fractured Earth Tone/Tan Colors From Utah Landscaping Rock (South Towne (Earth Tone Color with a Pink Accent))

Detail: 4/L3.1



4" to 8" Dia. Decorative Cobble Stone #2 - Install over Dewitt Pro5 Weed Barrier and Make Sure it Covers Weed Barrier; Carefully Place Around Plant Material; Stone Shall be Used in all Planting Areas and Washed Prior to Installation; Remove all Soil From Weed Barrier Prior to Laying Stone; Stone Shall be Fractured Earth Tone/Tan Colors From Utah Landscaping Rock (South Towne (Earth Tone Color with a Pink Accent))

Detail: 4/L3.1

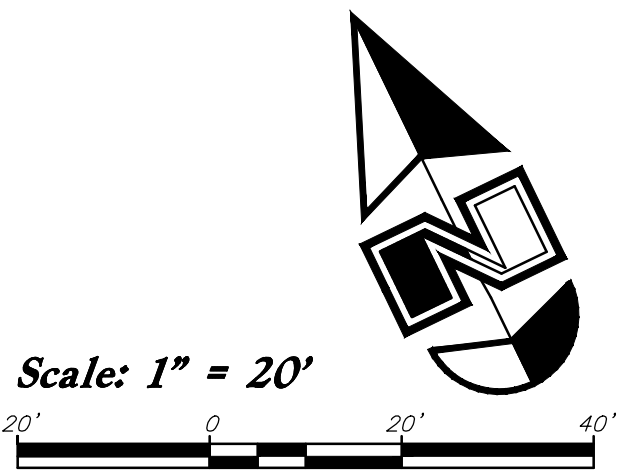


4" x 6" Landscape Concrete Curbing - Install Flush to all Concrete Edges Between Lawn and Shrub Areas; Curbing Shall be Continuous; Adjust Alignment as Needed to Avoid New and Existing Utilities and Irrigation Boxes

Detail: 4/L3.1

Landscape Accent Boulders - Boulders Shall be 3-4' in Diameter, Fractured and Match Proposed Stone; Boulders Shall be Recessed into the Stone Two (2) Inches and Not Set on Top of Stone; No Boulder Shall be Placed Adjacent to a Curb Where a Car Could Potential Hit With Bumper; Boulder for Eagle Statue Shall be Selected by MACU (Brown's Canyon); Eagle Statue Boulder Shall be Installed a Minimum of 4.5' Out of the Ground Above Stone

Detail: 5&6/L3.1



Landscape Data

Site Area = 43,689 s.f. (1.01 ac.)

Offsite Landscape Area Provided = 2,338 s.f.

Landscape Area Provided = 15,033 s.f. (34.4%)

Lawn Area = 0 s.f. (0%)

Xeriscaping = 15,033 s.f. (100%)

Eagle Mtn. Blvd. Frontage = 207 Lf.

Eagle Mtn. Blvd. Trees Required = 7 Trees (7 Provided)

50% of Landscape Area Shall be Live Vegetation

Drought Tolerant Plant Material = 255/291 (88%)

Parking Lot Area = 15,350 s.f. @ 4" Depth

Parking Lot Snow Storage Required = 5,066 c.f.

Parking Lot Snow Storage Provided = 1,843 s.f. @ 5-6' High*

* The Site is Over Park by 8 Stalls. Stalls Around the Perimeter Shall be Used for Snow Storage and Few Areas in the Landscape.

Landscape Notes:

- See Sheet L3.1 for Planting Details.
- All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout. See Sheet L3.1 for Irrigation Details.
- Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
- Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide.
- Onsite Storage of Landscape/Irrigation Materials and Equipment Should Not Block More Than 3 Parking Stalls Unless Otherwise Approved by MACU Corporate Real Estate-Facilities Team.
- Equipment Cannot Stay Longer Than Two Weeks on Jobsites Unless Otherwise Approved by MACU Corporate Real Estate-Facilities Team.
- From the Beginning of the Project Through the Final Walk Thru Parking Lots, Sidewalks and Gutters Shall be Free of Dirt and Debris at the End of Each Day.
- See Landscape Notes for Details regarding Landscape Maintenance Period.

Landscape Keynotes

- Install Landscape Accent Boulder with Eagle Statue
- New Bike Rack - See Arch. Plans
- Maintenance Building with Attached Dumpster Enclosure - See Arch. Plans for More Detail
- Install Landscape Boulder
- New Elect. Transformer; Adjust Plant Material as Needed to Allow Access to Transformer
- MACU Sign by Separate Permit
- Drive Thru Planting Screen to Screen Headlights from Leaving the Site; Planting Screen Shall Consist of a 42" High Shrub Hedge
- Irrigation Backflow Preventer - See Irrigation Plan for More Detail; Adjust Plant Material for Exact Location; Center Backflow Between Plant Material and Away From Back of Curb to Avoid a Conflict with a Vehicle Bumper to Charges
- Snow Storage Area; See Landscape Data Table for More
- New Light Pole - See Site Elect. Plans; Adjust Plant Material as Needed and Evenly Space Plant Material Around Light Poles
- Directional Sign by Separate Permit; Evenly Space Plant Material Around Sign
- EV Car Charging Stations - See Site Elect. Plan; Adjust and Evenly Space Plant Material Around Chargers; Provide Easy Access to Charges
- Install Shrub Planter with Weed Barrier, Decorative Stone, and Plant Material; See Material Sch. for Stone Type



Know what's below.
Call before you dig.



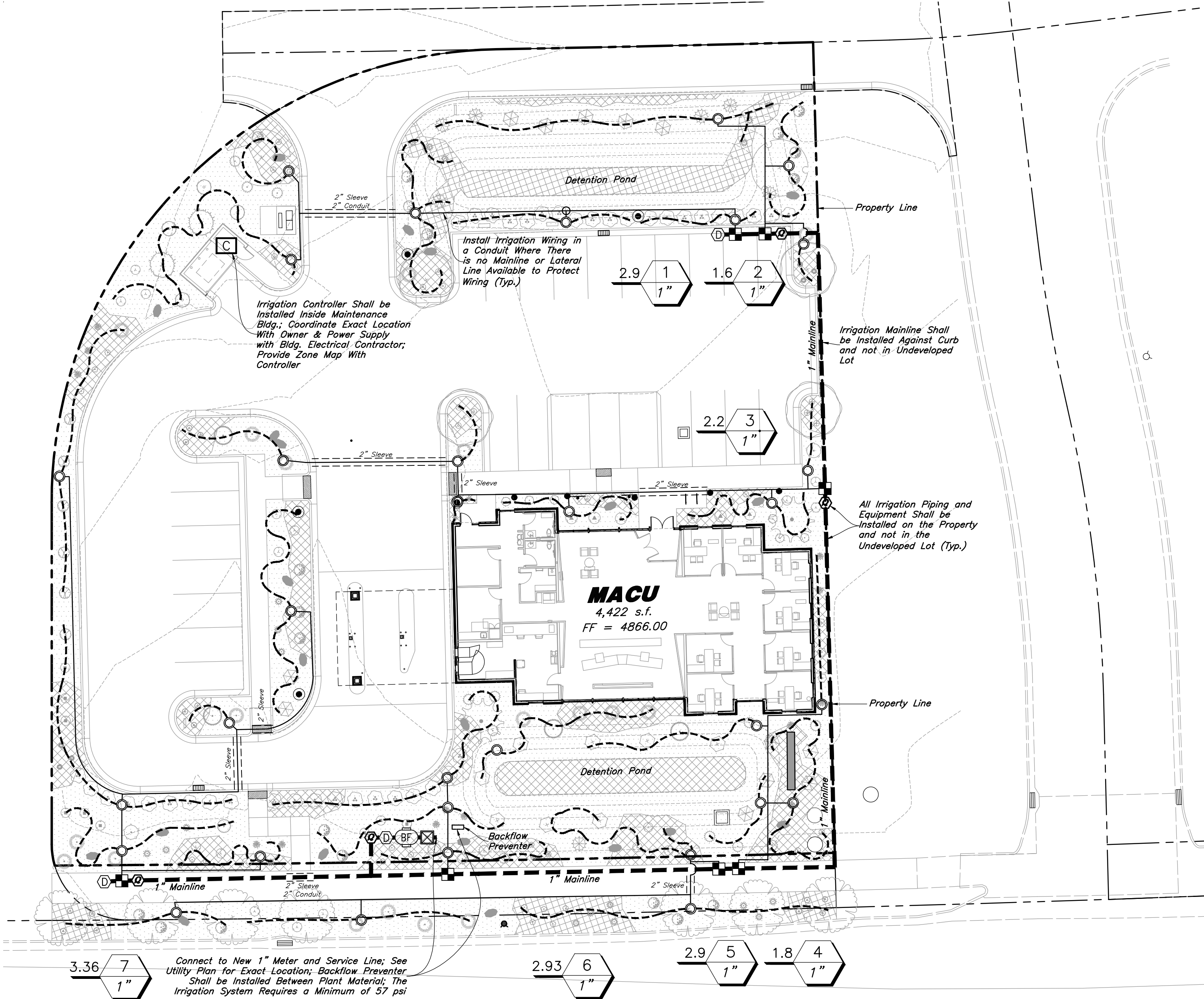
Landscape Plan
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023

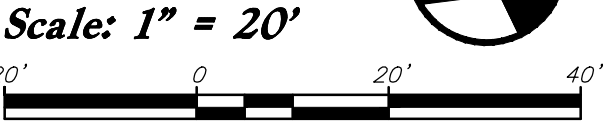
SHEET NO.

L1.1



IRRIGATION SCHEDULE

Symbol	Manufacturer/Model #	Description	Notes	Detail
Valves				
	Rain Bird XZC-100-PRB-COM	Drip Control Zone Kit	1 Inch Size; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	15/L3.1
	Rain Bird 44RC	Quick Coupler Valve with Swing Joint	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
	Matco-Norca 759	Manual Drain Valve	1/2" Inch Size; Install at End of Mainline in a 10" Round Valve Box with 6" Depth Sump of Gravel Over Weed Barrier	9/L3.1
Drip				
	PVC Pipe To Drip Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	16/L3.1
	Netafim TLHCVR11-12XX		Technique Copper Dripline with 1.16 gph Emitters @ 12" Spacing; Dripline Shall be Used to Water all Perennials, Shrubs, Ornamental Grasses and Trees; See Drip Irrigation Detail for Dripline Configuration and Layout; Blank Tubing Shall be Used in Areas Where There is No Plant Material; Install per Manufacturer's Specifications; Drip Shall be Installed After Plant Installation; Secure Tubing with Staples No Less Than Every 24 inches & at Critical Holding Points; Tubing with Emitters Shall be Installed Under Weed Barrier so That the Water Drips on the Soil and not on Top of Weed Barrier	10/L3.1 17/L3.1 18/L3.1
P.O.C. Components				
	Mueller Oriseal Mark II	Stop and Waste Valve	1 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel Sump	14/L3.1
	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	1 Inch Size; Backflow Preventer Shall be Properly Installed and Tested to Meet all State and Local Health and Safety Laws and Ordinances; Install in GuardShack Enclosure (RGS-2) on Poured Concrete Pad with Frost Guard (FG-2) and 2 Locks (GS-AWPKA); Enclosure Color Shall be Tan	12/L3.1
Pipes				
	Schedule 40 PVC	Mainline Pipe	1 Inch Size; Control Wiring Shall be Tucked Under Mainline for Protection; Schedule 80 Fittings Shall be Used for Mainline Components	8/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe	8/L3.1
Controller				
	Rain Bird ESP4ME1 Rain Bird ESPSM3	4 Station Base Indoor Controller 3 Station Module	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor	11/L3.1
Sleeving				
	Schedule 40 PVC		Provide for Irr. Mainlines, Laterals, and Controller Wire Located under Concrete and Asphalt Paving at specified depths	13/L3.1



Main Service Line & Other Irrigation Components Are Shown in Paved Or Hardscape Surfaced For Clarity Purposes ONLY! Install All Irrigation Components within Landscaped Areas.

Irrigation Notes

- See Sheet L3.1 for Plant Layout and Sheet L3.1 for Planting Details.
- See Sheet L3.1 for Irrigation Details.
- The City Reported a Water Pressure Range of 86-100 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. The Irrigation is Design for 60 psi and Requires a Minimum of 57 psi.

Landscape Maintenance:

- The Site Owner will Install and Maintain all Landscaping Adjacent Along Eagle Mountain Boulevard.

VALVE SCHEDULE

IRRIGATION TYPE	FLOW (GPM)	PSI	PSI @ POC	PRECIP RATE
Area for Drip Emitters	2.9	32.1	47.0	0.78 in/h
Area for Drip Emitters	1.6	31.7	46.0	0.35 in/h
Area for Drip Emitters	2.2	31.9	46.3	0.74 in/h
Area for Drip Emitters	1.8	31.7	45.9	0.92 in/h
Area for Drip Emitters	2.9	32.1	46.3	0.34 in/h
Area for Drip Emitters	2.93	32.0	46.2	1.06 in/h
Area for Drip Emitters	3.36	32.5	46.9	1.05 in/h

General Irrigation Notes:

- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
- The contractor shall install all irrigation material per plan, notes and details.
- Irrigation system components must be premium quality only and installed to manufactures requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
- Irrigation installer shall repair or replace irrigation components and accessories that fail in materials and workmanship within specified warranty period. The warranty shall be 12 months and shall begin with final project acceptance.
- Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Ensure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
- Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings. one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
- Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
- Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.
- Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
- Control valve wire shall be #14 single conductor; white for common wire, red for hot wire and blue for the spare wire. Provide (2) two spare wire that run the length of the mainline and to the controller. All wiring shall be UF-LUL rated. All connections shall be made with water tight connectors (DBR/Y or equivalent) and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
- Control valve size, type, quantity, and location to be approved by landscape architect. install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes to be Carson Brooks or equal.
- Quick couplers shall be a Rain Bird 44RC with a one inch Lasco unitized swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
- Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
- All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-eight (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
- Plans are diagrammatic and approximate due to scale. where possible, all piping is to be installed within the planting areas. No tees, ells, or changes in direction shall occur under hardscape.
- It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
- Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.

- Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
- Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
- All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
- Upon completion and approval of irrigation system, irrigation contractor to provide the owner with one set of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.
- An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.

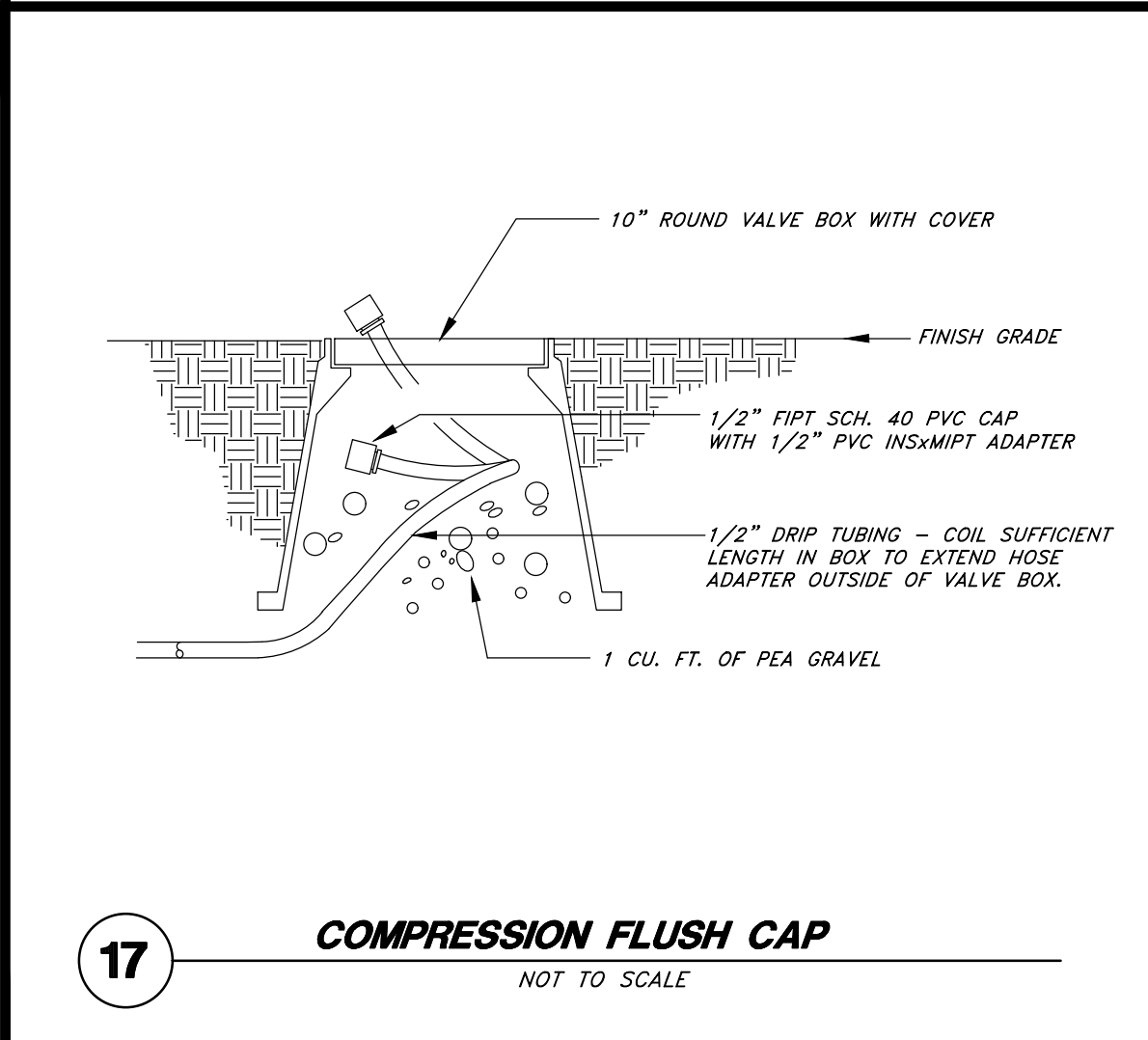
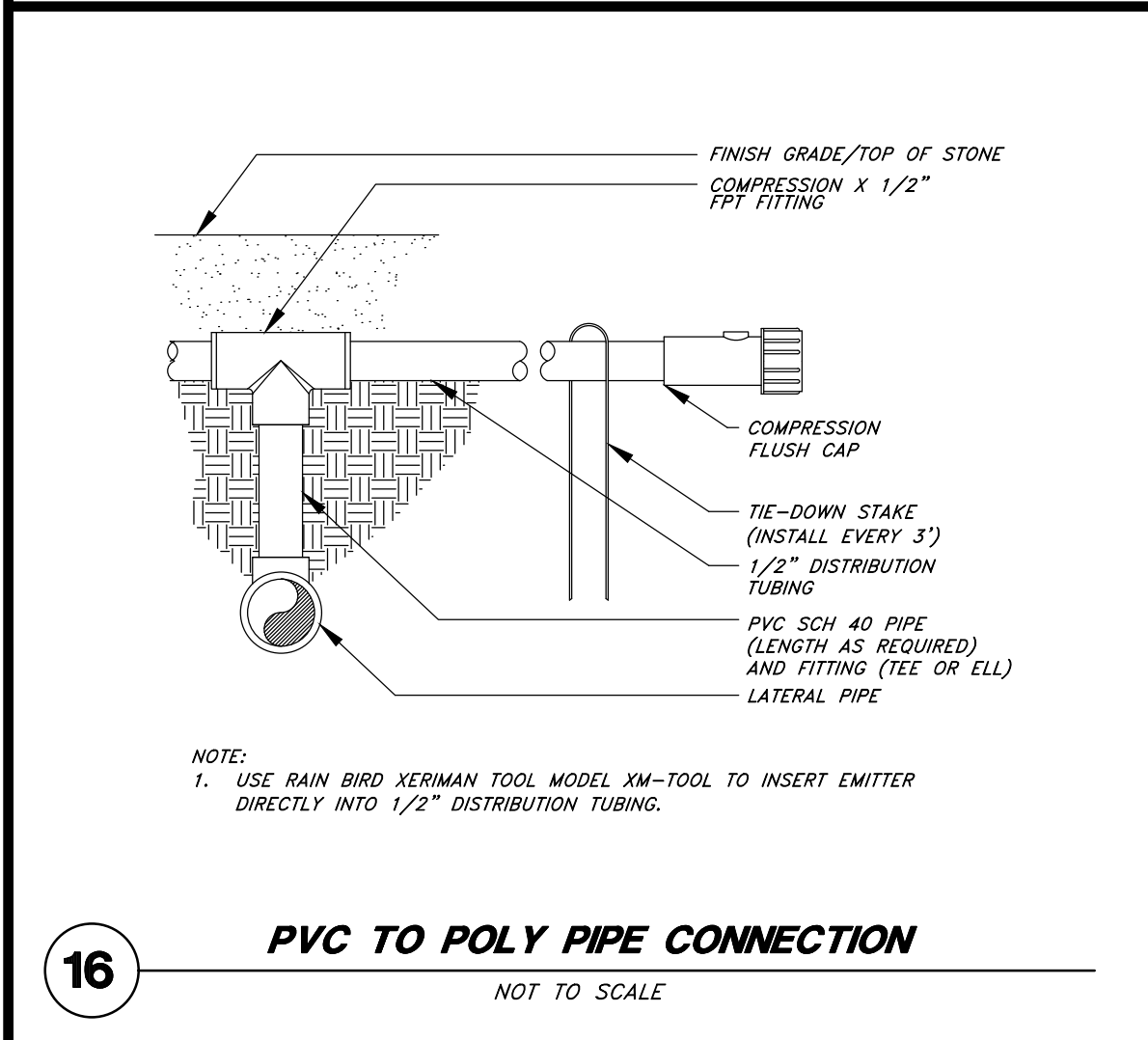
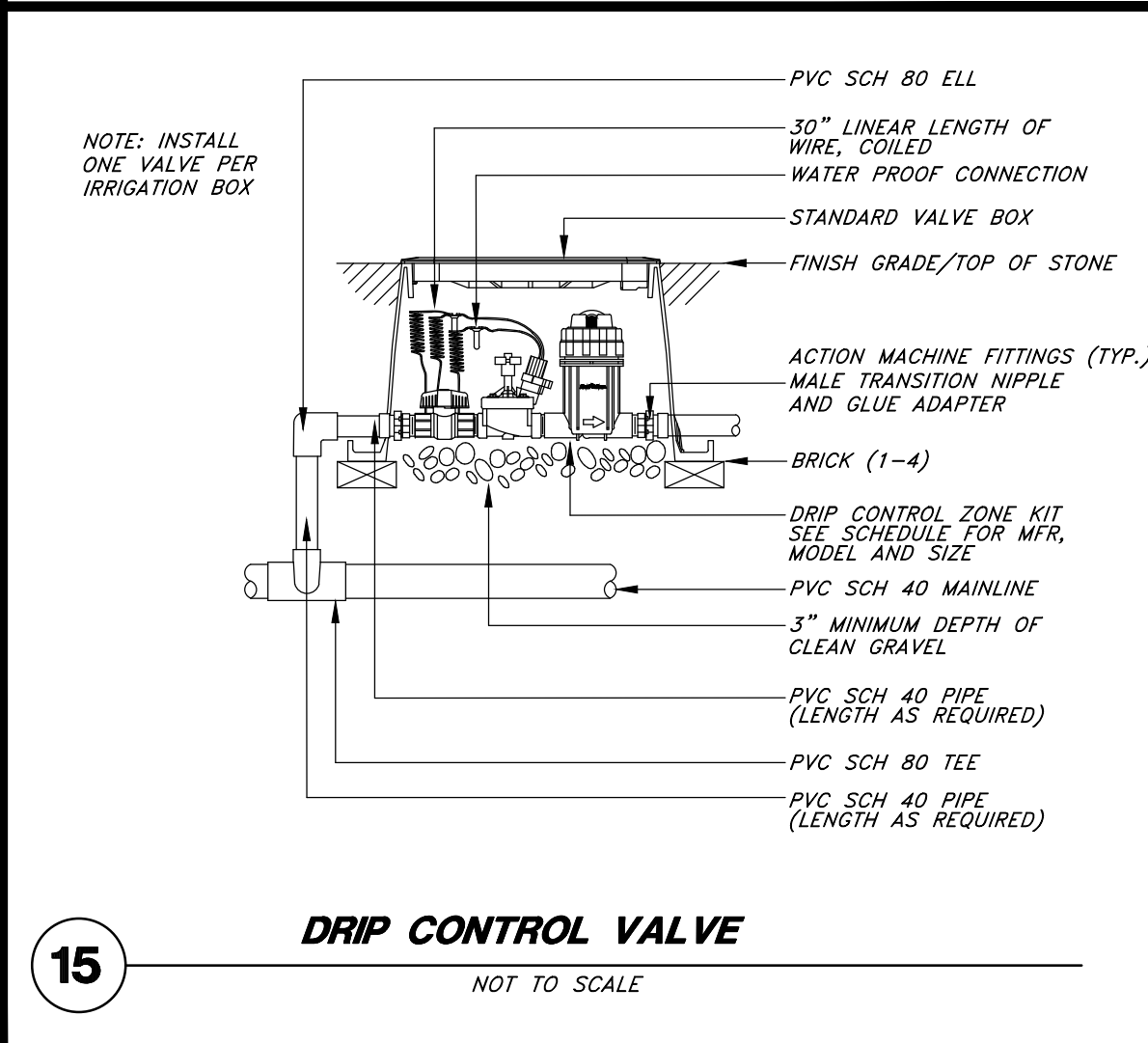
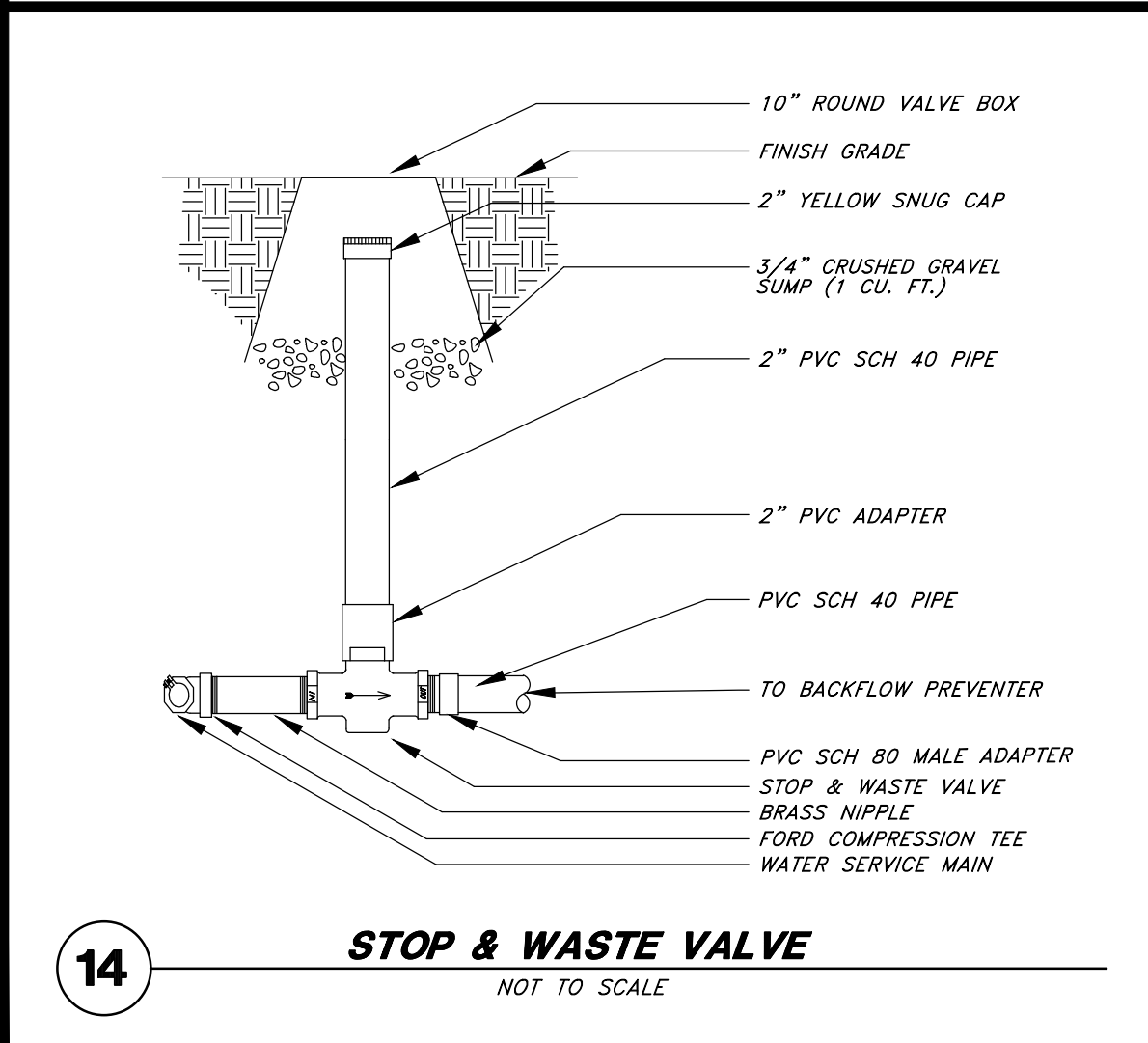
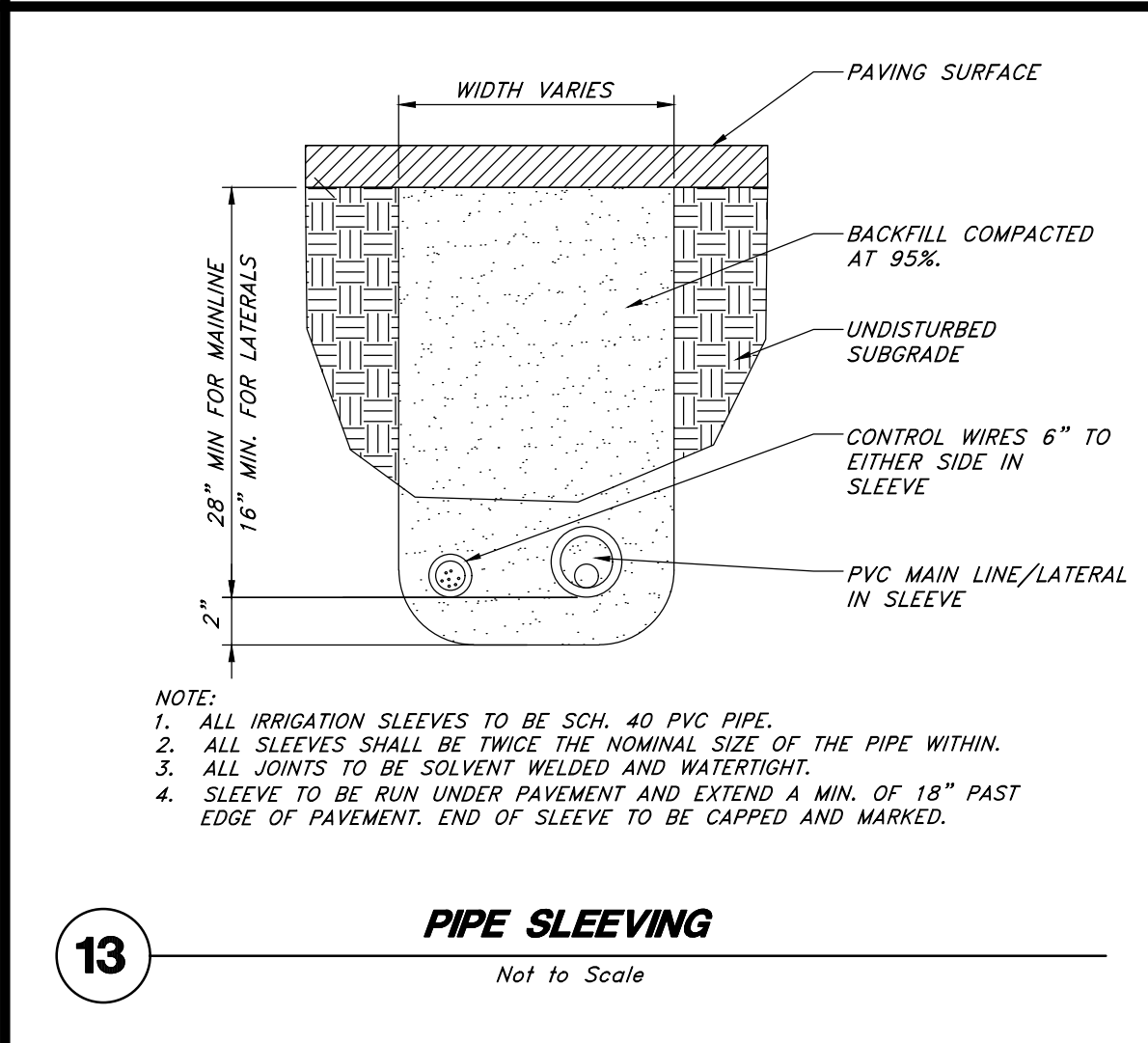
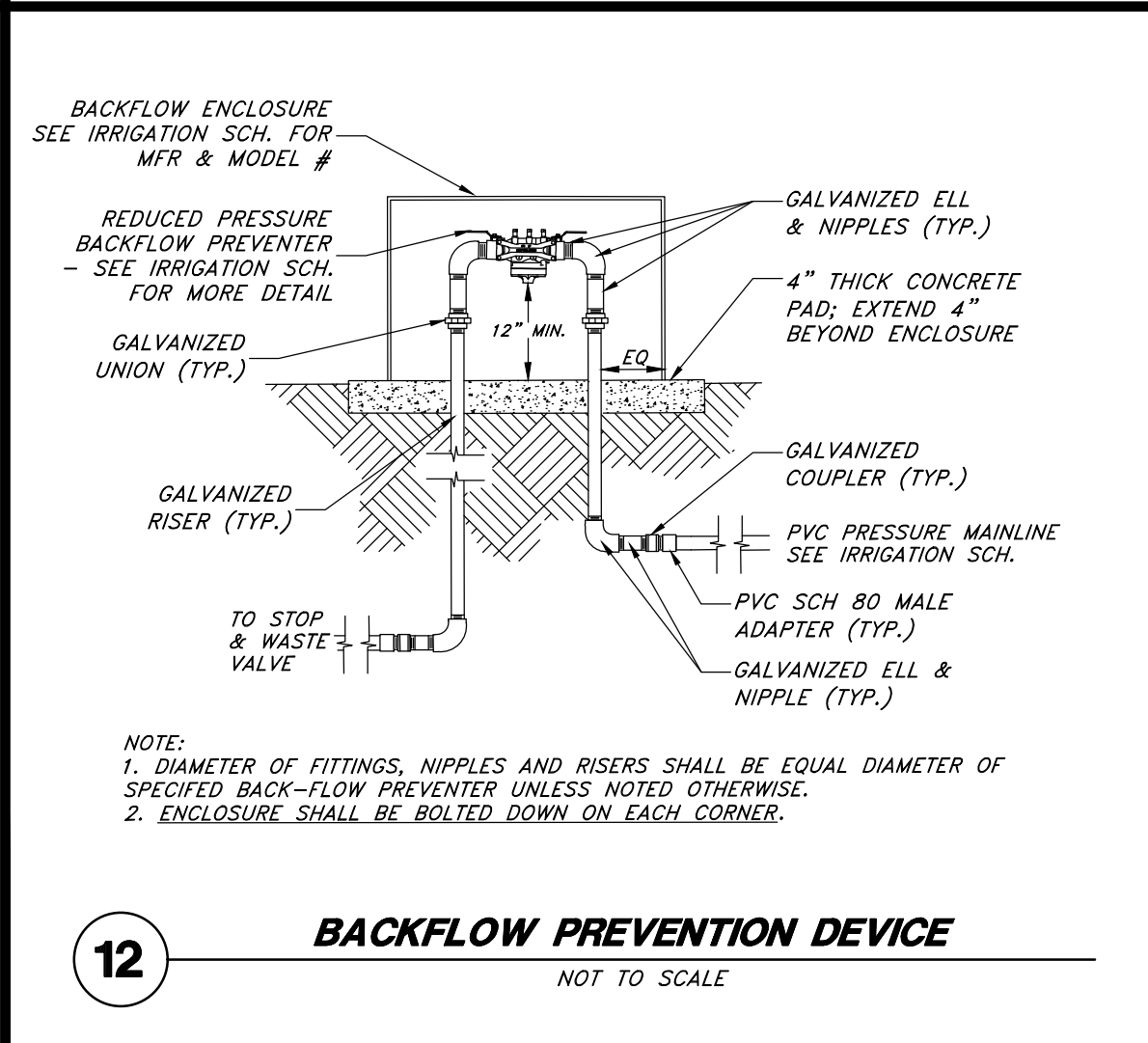
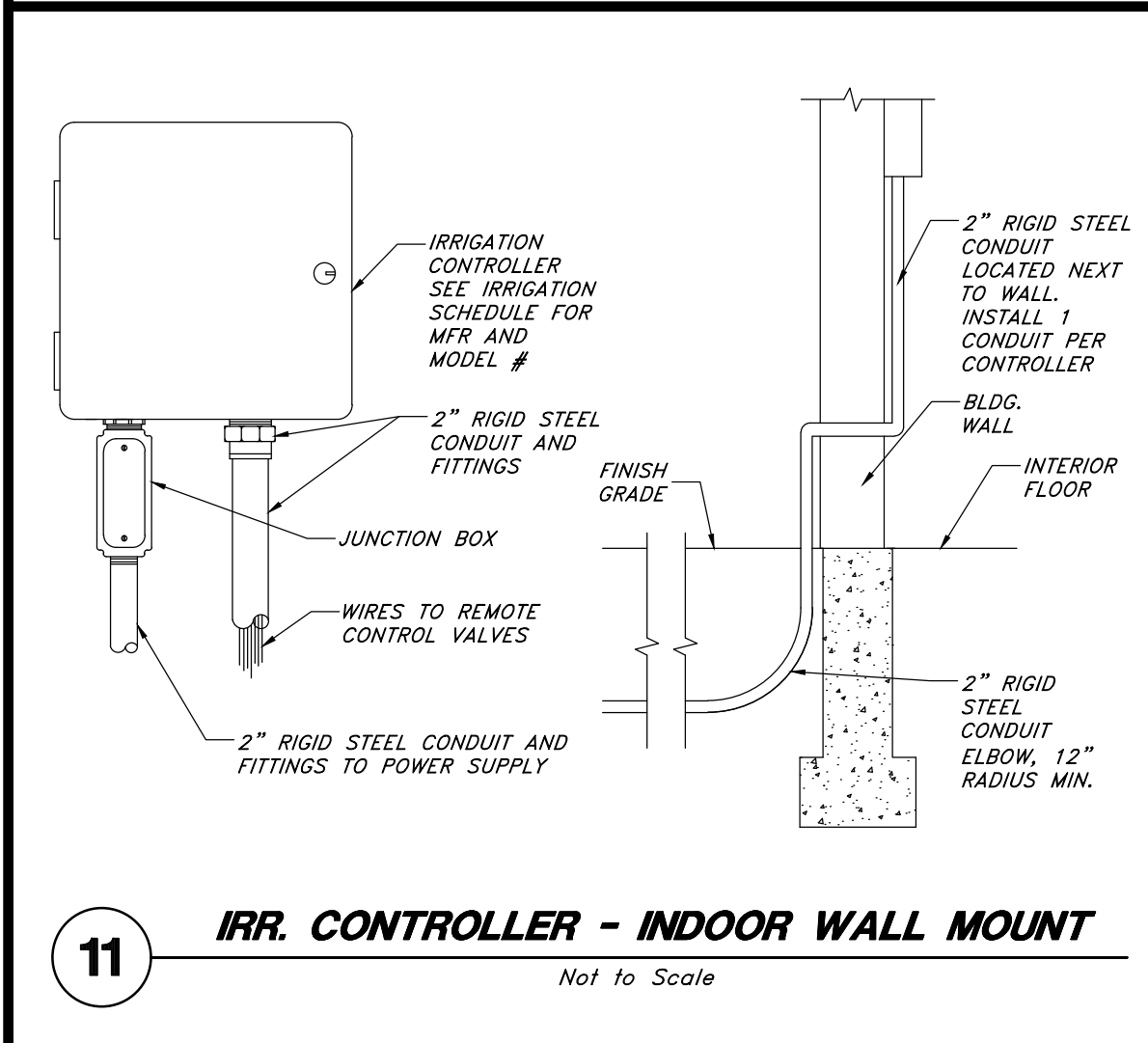
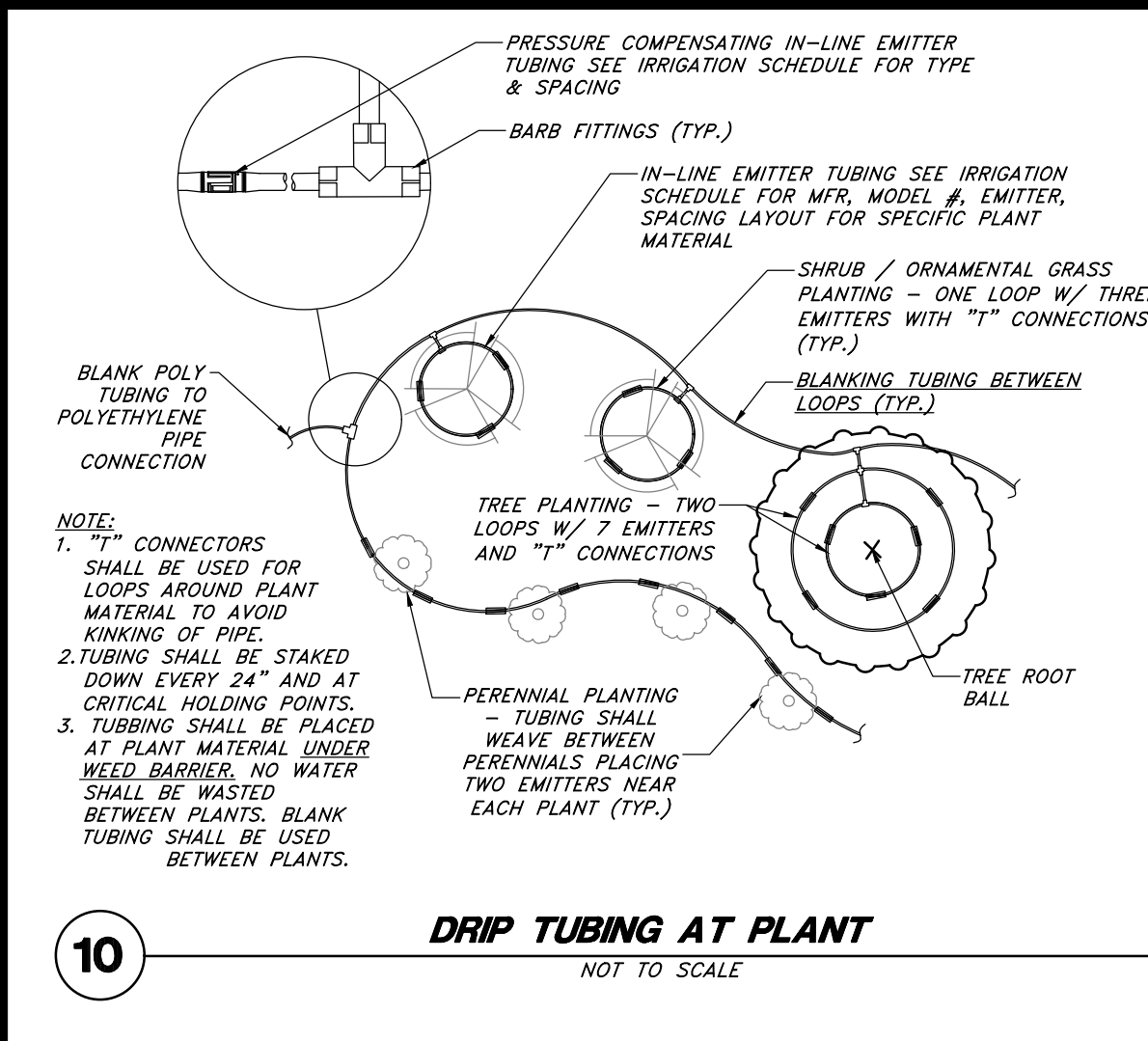
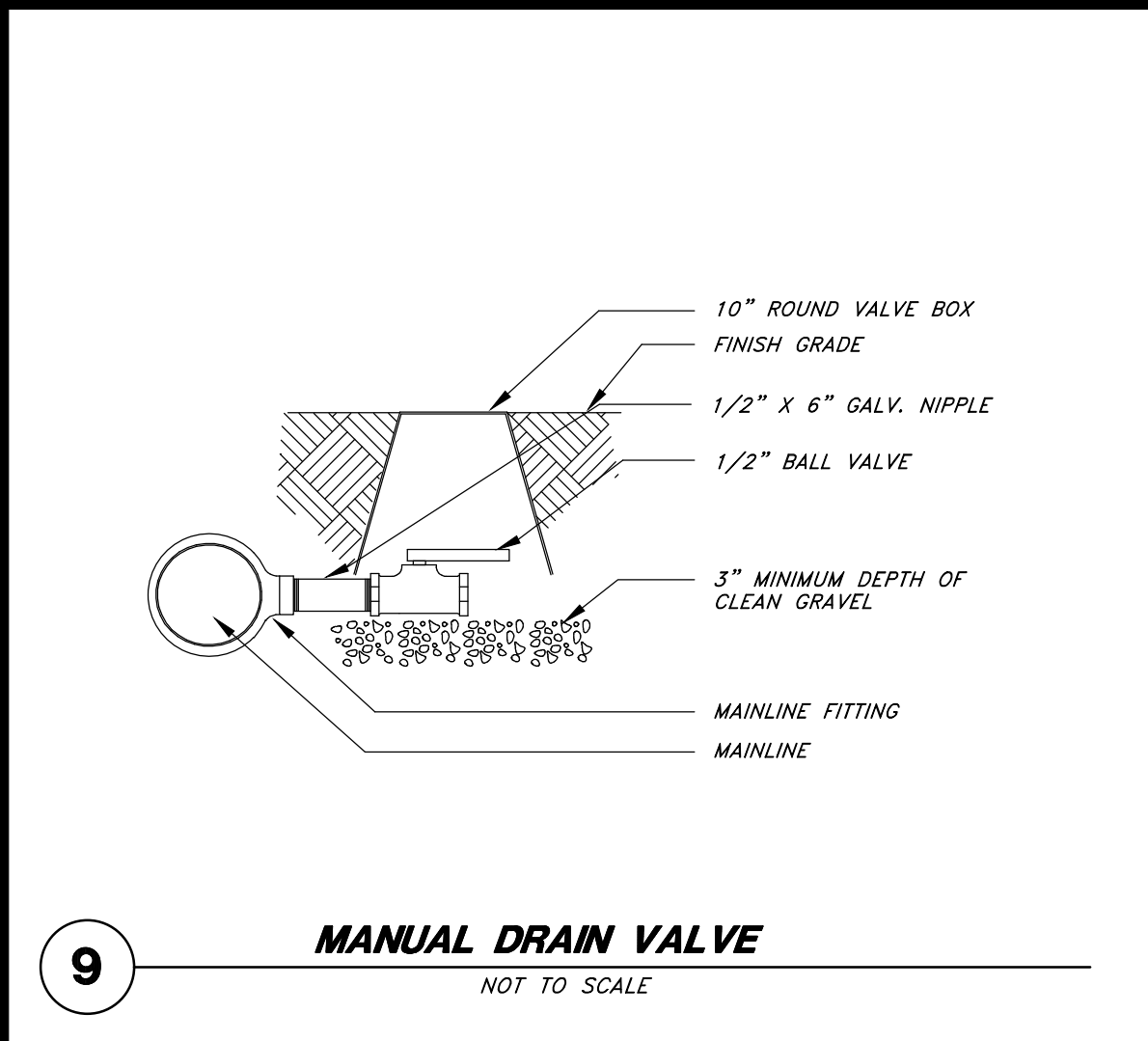
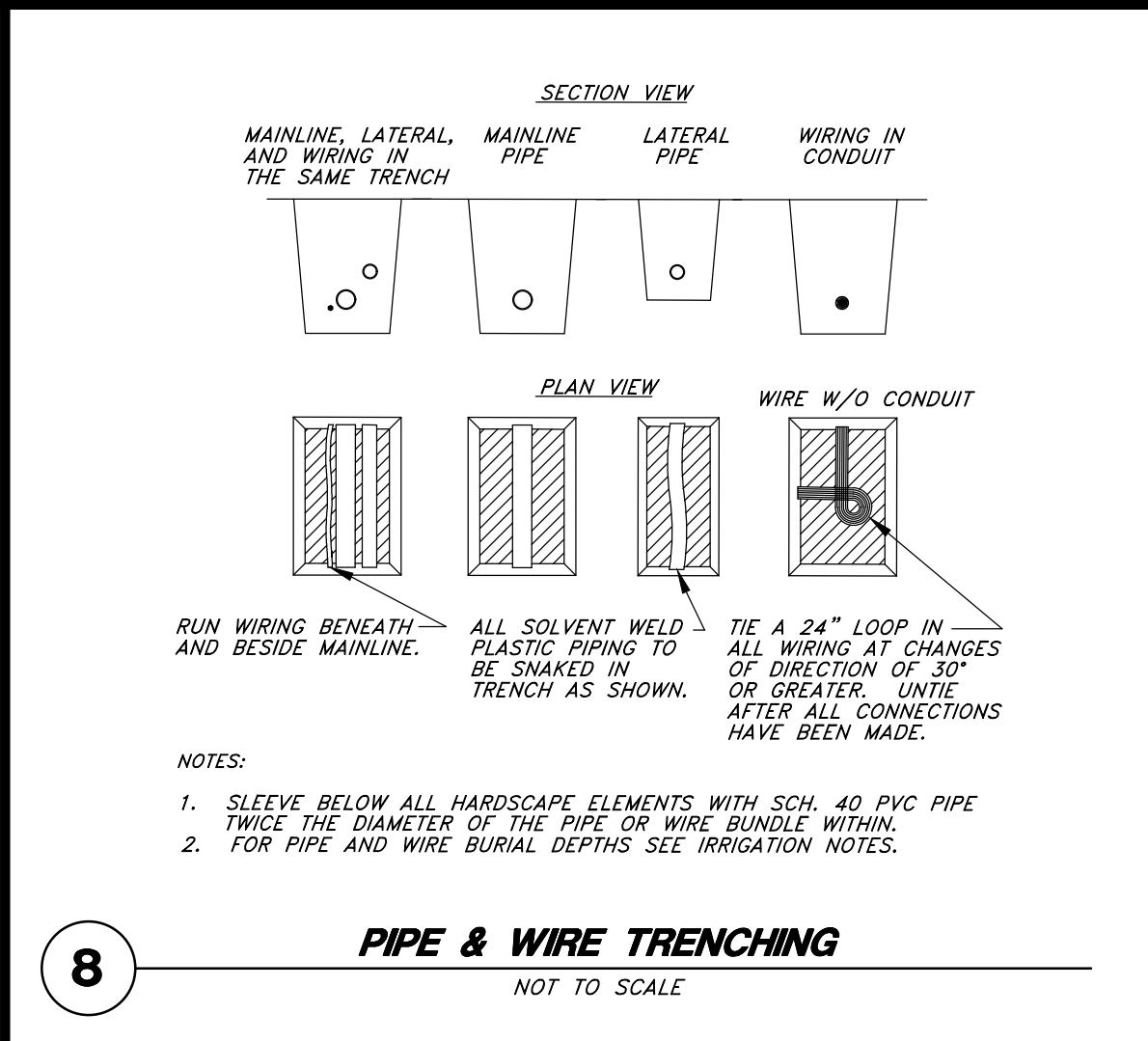
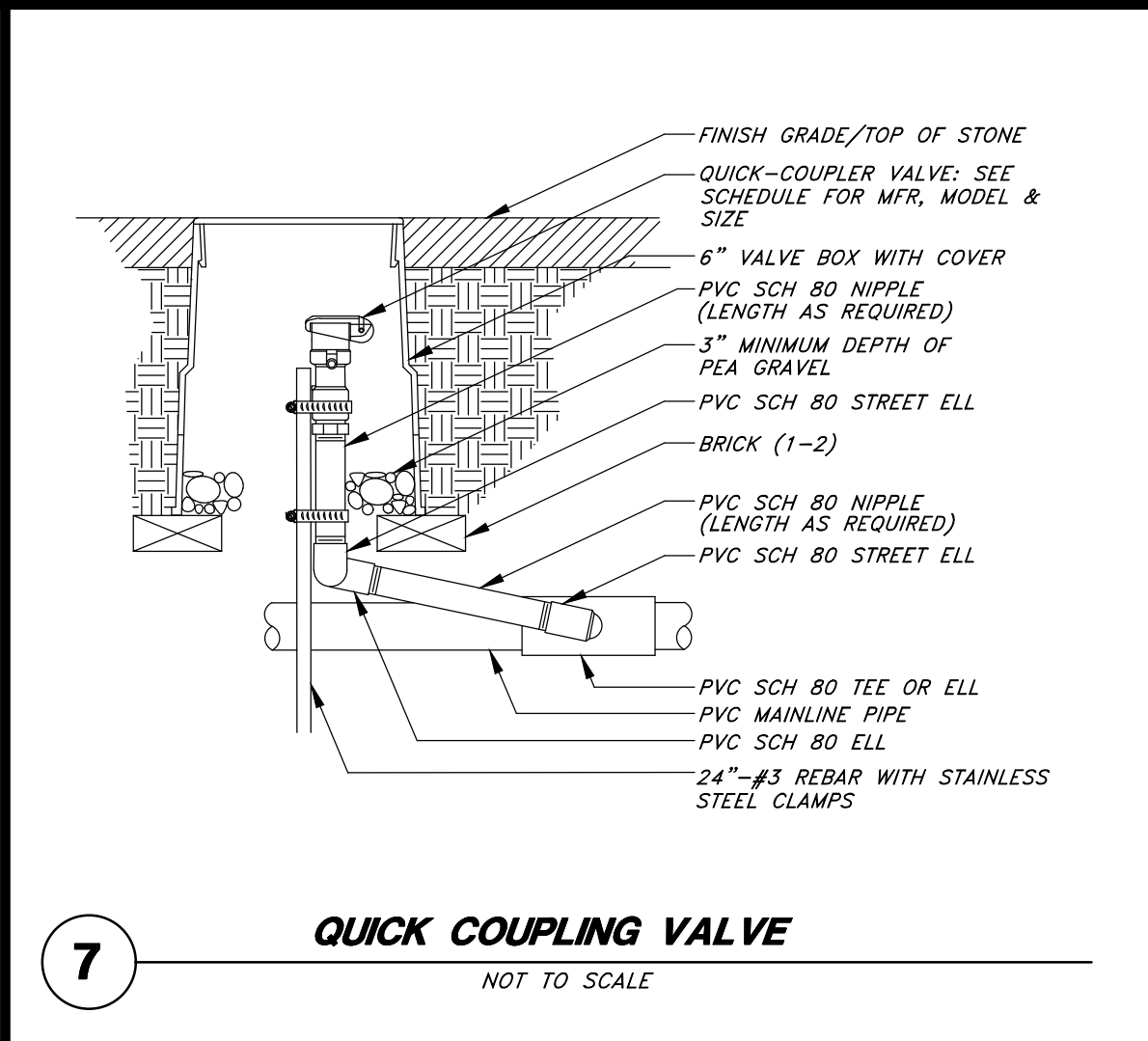
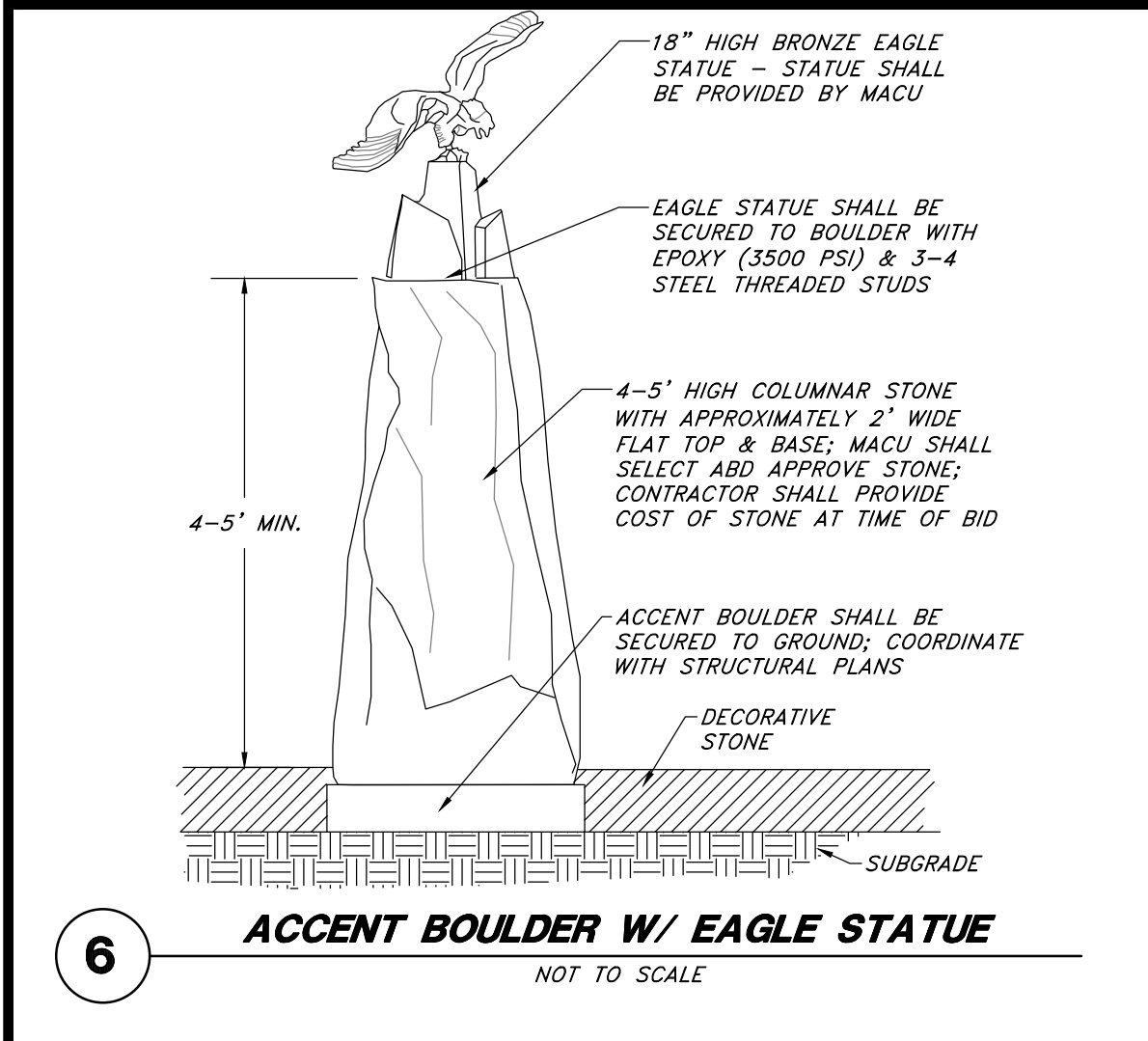
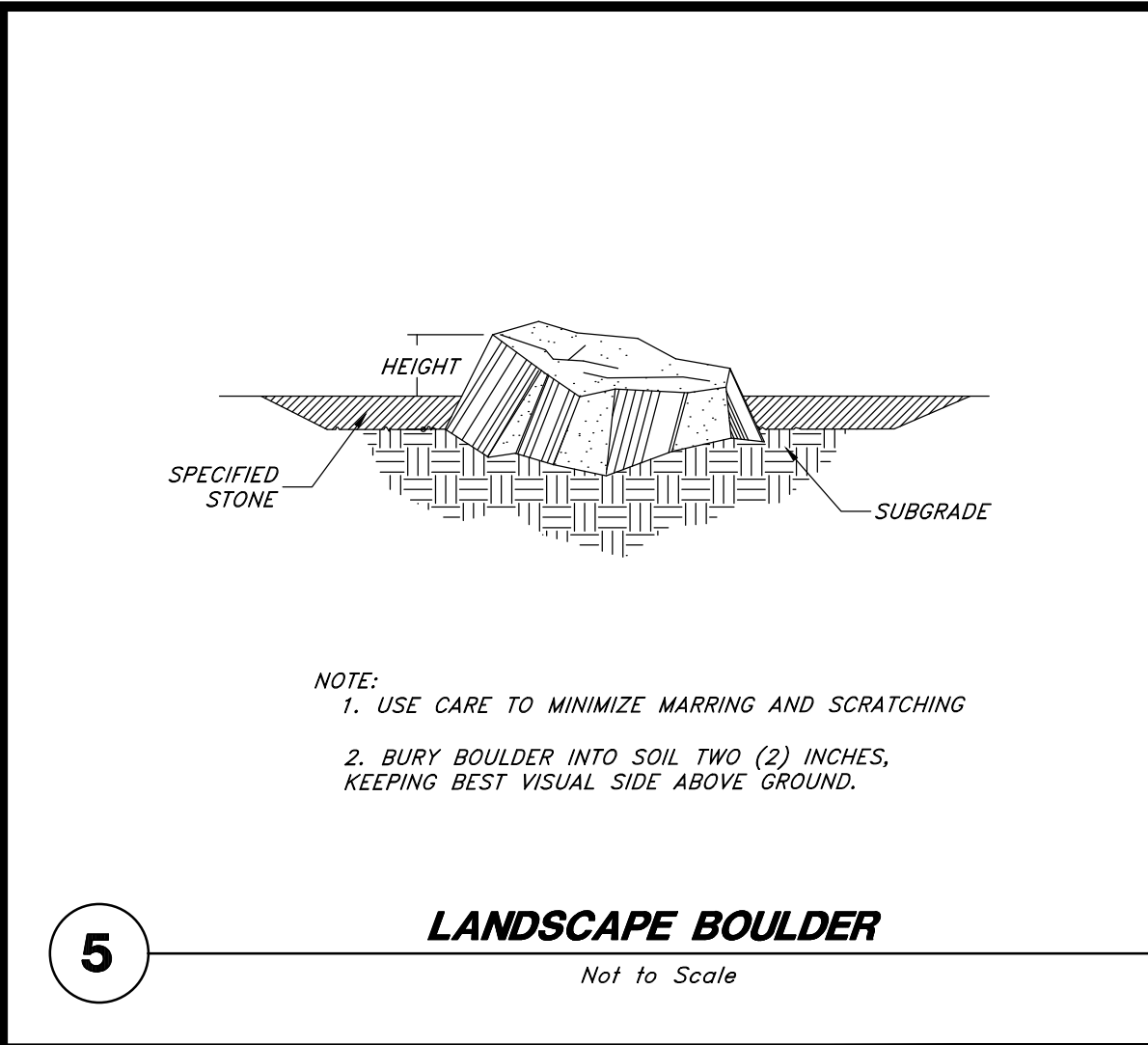
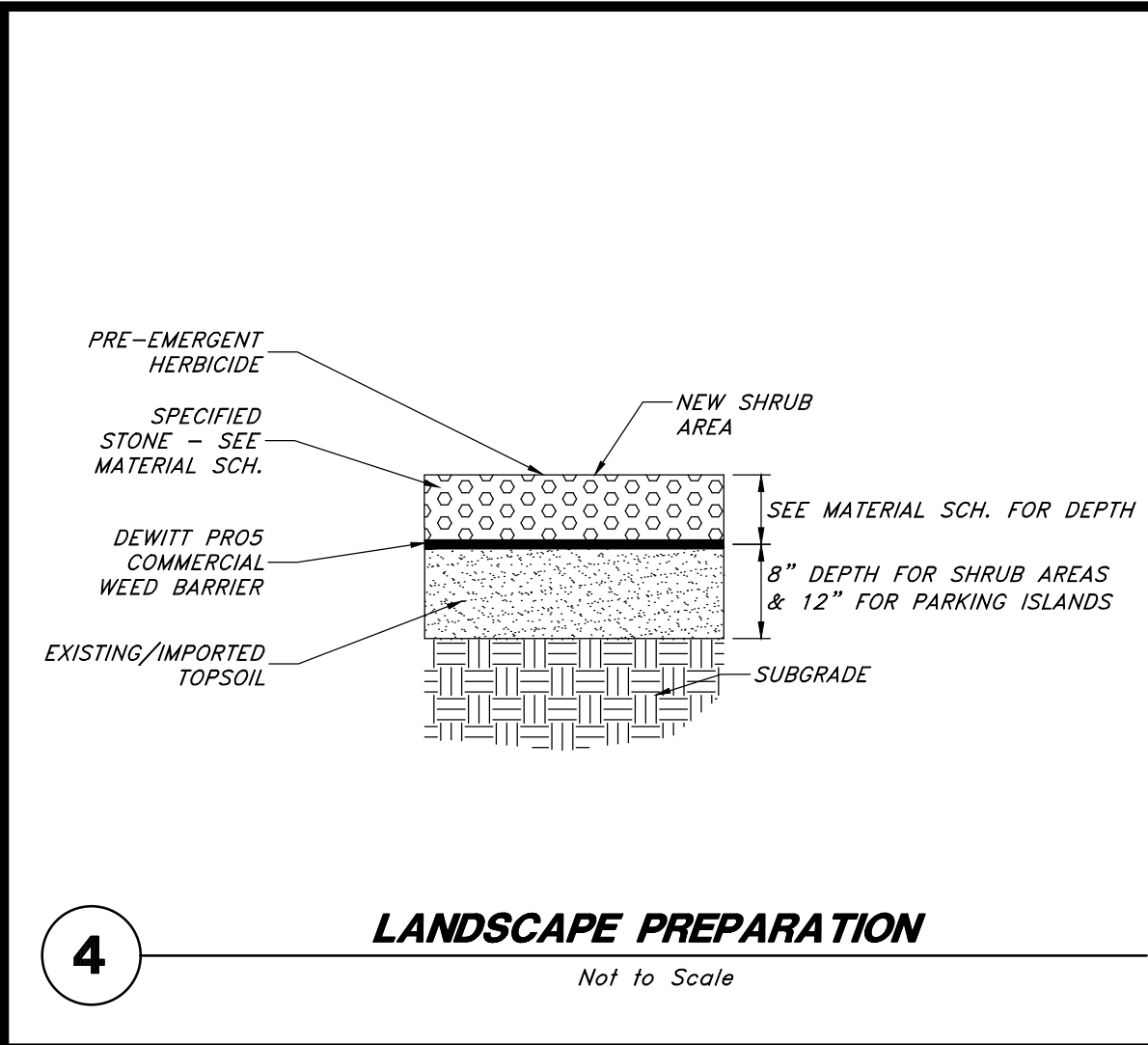
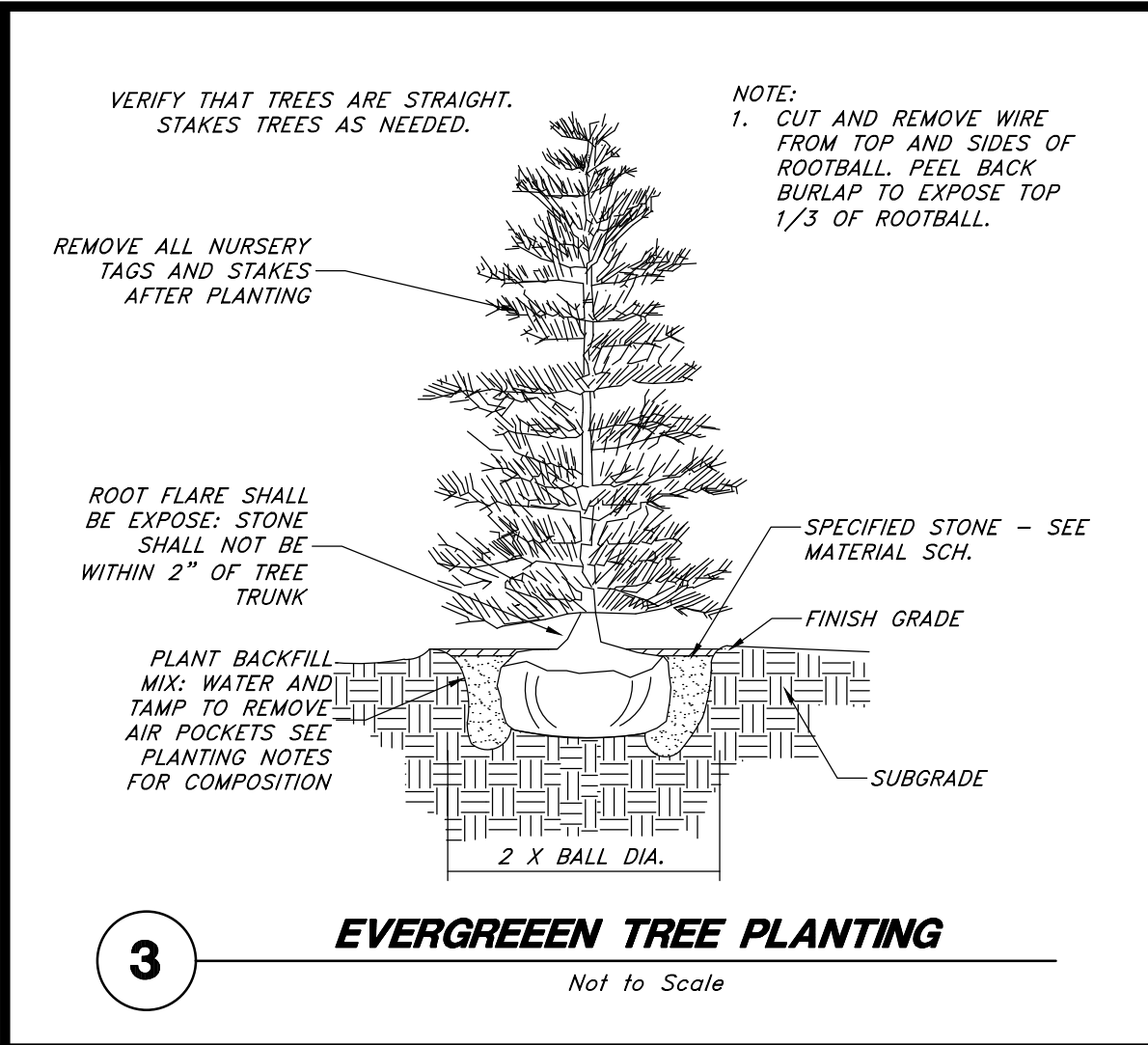
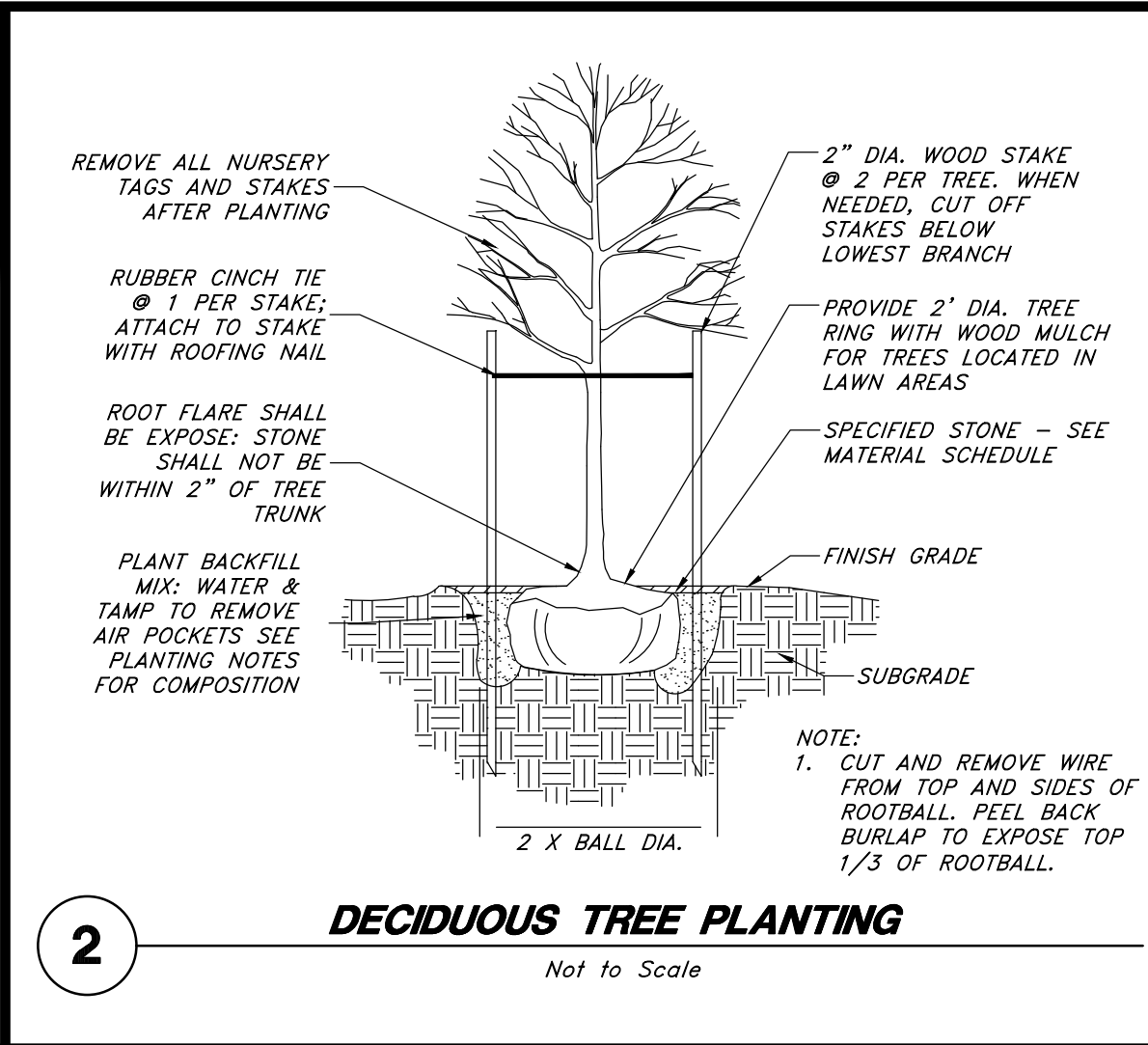
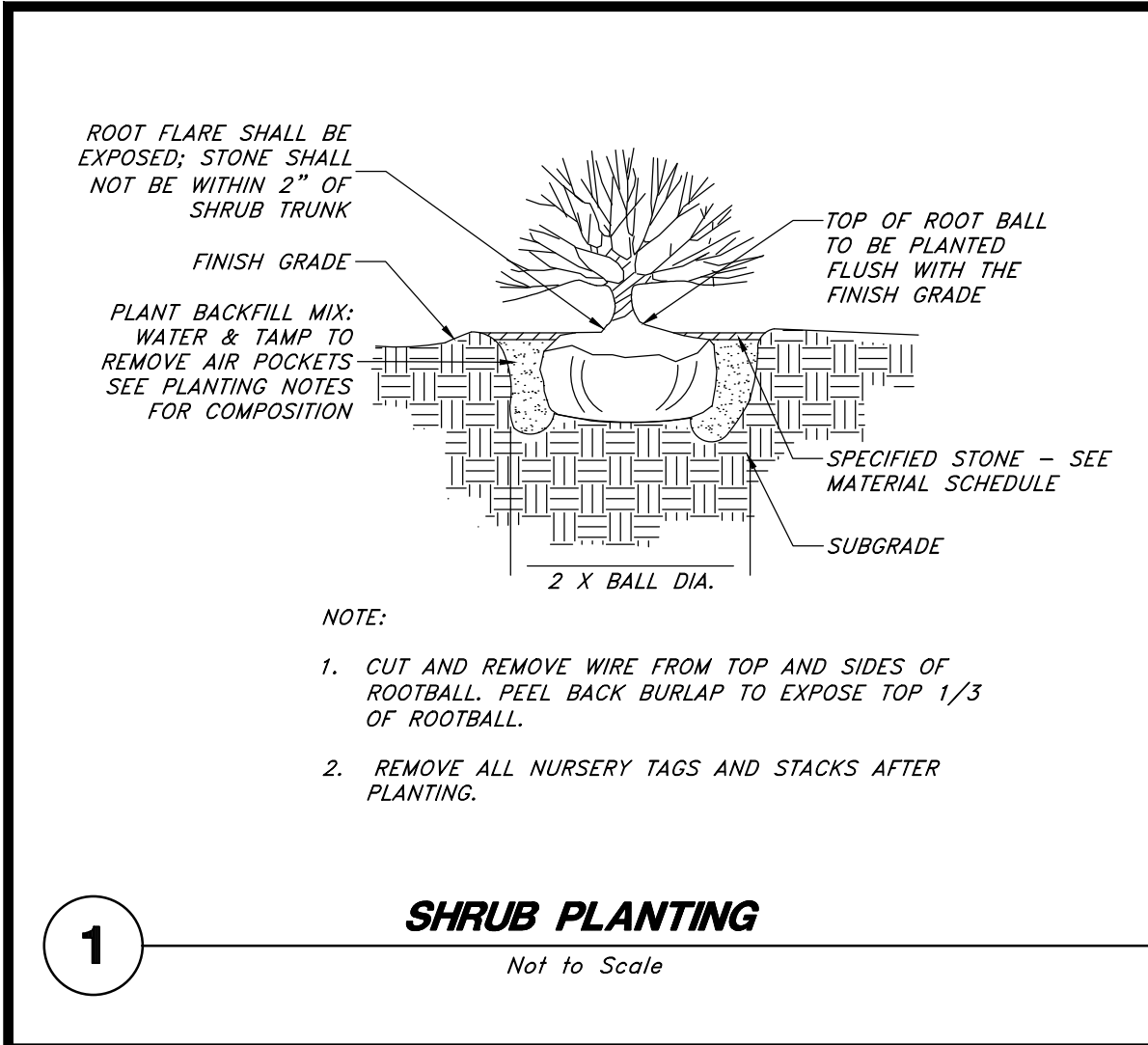


Irrigation Plan
Mountain America Credit Union
1345 Eagle Mountain Boulevard
Eagle Mountain, UT



13 Mar, 2023

SHEET NO.
L2.1



Landscape Maintenance:
1. The Site Owner will Install and Maintain all Landscaping Adjacent Along Eagle Mountain Boulevard.

Designed by: LC
Drafted by: LC
Client Name: Mountain America Federal Credit Union
21-038r

13 Mar, 2023

SHEET NO.

L3.1

State of Utah
Jared R. Manscill
No. 7749428-3501
03/27/2023
Landscape Architect

13 Mar, 2023

SHEET NO.

L3.1

Landscape & Irrigation Details

Mountain America Credit Union

1345 Eagle Mountain Boulevard
Eagle Mountain, UT

W:\21-038 UACU Eagle Mountain\Drawings\21-038r.dwg, 3/27/2023 1:04:02 PM, 1:1



EXTERIOR MATERIAL SCHEDULE			
MARK	MANUF.	PRODUCT	COLOR / FINISH
EXTERIOR PAINT			
EP-1	SHERWIN WILLIAMS	EXTERIOR PAINT	SW6990 CAVIAR 251-C2, EGGSHELL
MASONRY			
STN-1	DELTA STONE	STONE VENEER	IVORY WHITE
MECHANICAL SCREEN			
MS-1	GEOLAM	QUALITA 020C	EBONY, END CAPS @ ALL EXPOSED ENDS
METAL			
MC-1	SEE SPEC. 076200	PRE-FINISHED METAL COPING	SEE SPEC.
MR-1		STANDING SEAM METAL ROOF	DARK BRONZE TO BE SELECTED FROM MANUF. FULL RANGE OF COLORS. SEE SPEC.
METAL PANEL			
MP-1	ALPOLIC	METAL PANEL	SBR BRONZE (SIGNAGE PAINT COLOR SW7020 BLACK FOX)
SIDING			
S-1		FIBER CEMENT LAP SIDING	CEDAR TEXTURE FINISH, PAINT SW7026 GRIFFIN (SIGNAGE COLOR SW7026 GRIFFIN)
ST-1		FIBER CEMENT LAP SIDING TRIM	CEDAR TEXTURE FINISH, PAINT SW7026 GRIFFIN



Consultant

Project Name
MOUNTAIN AMERICA CREDIT UNION
EAGLE MOUNTAIN BRANCH
EAGLE MOUNTAIN, UT

Issued	No.	Date	Description

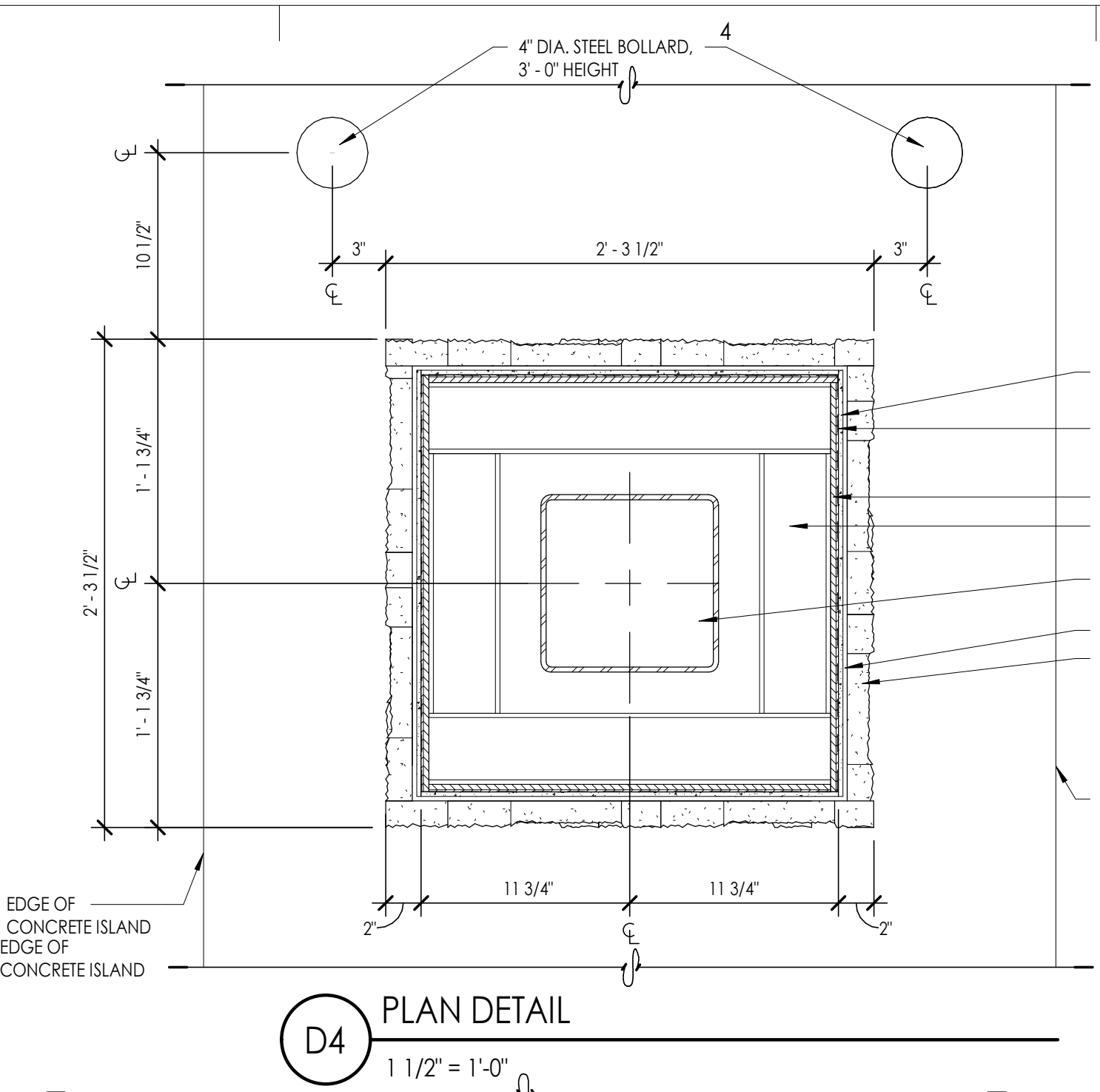
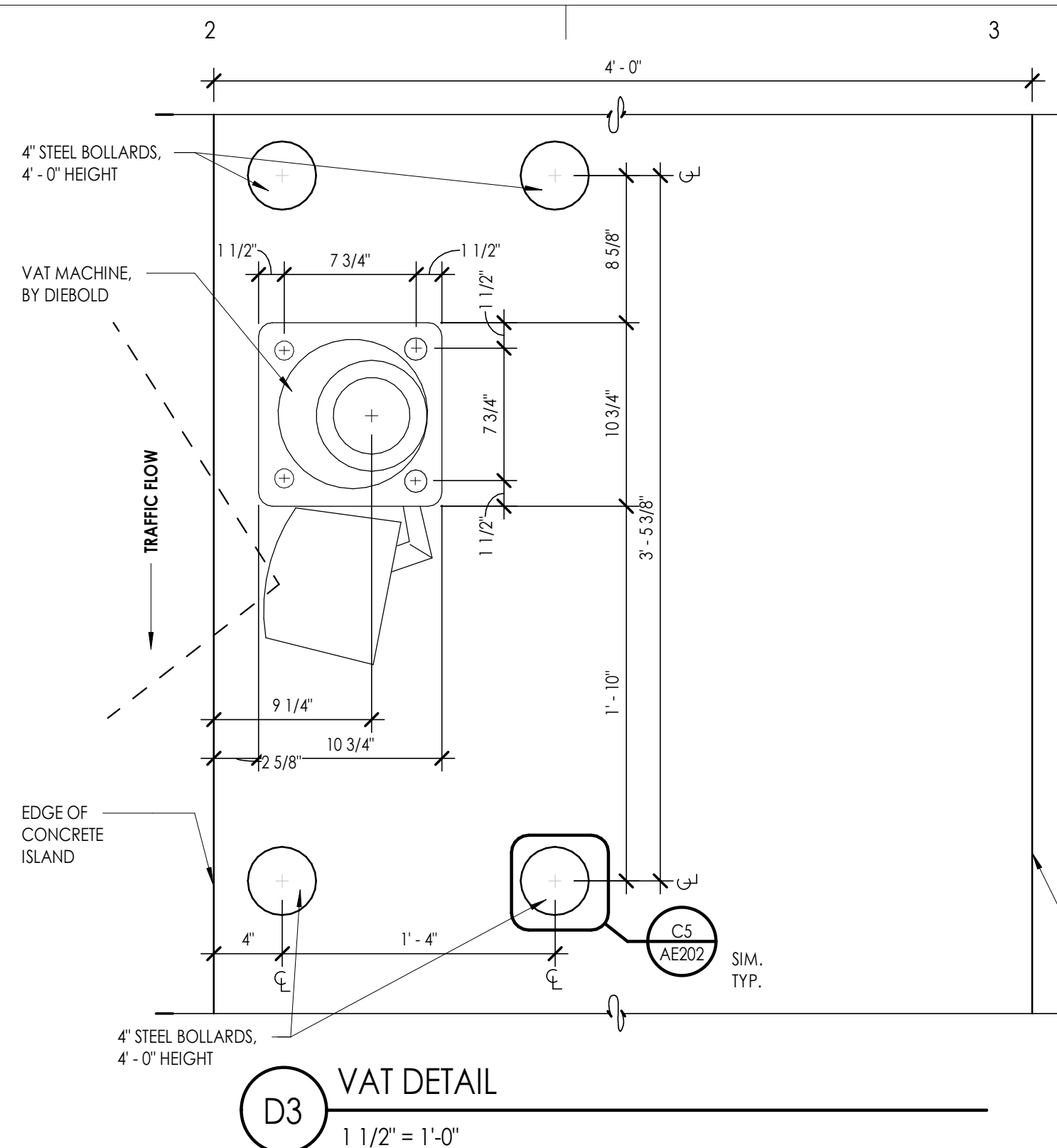
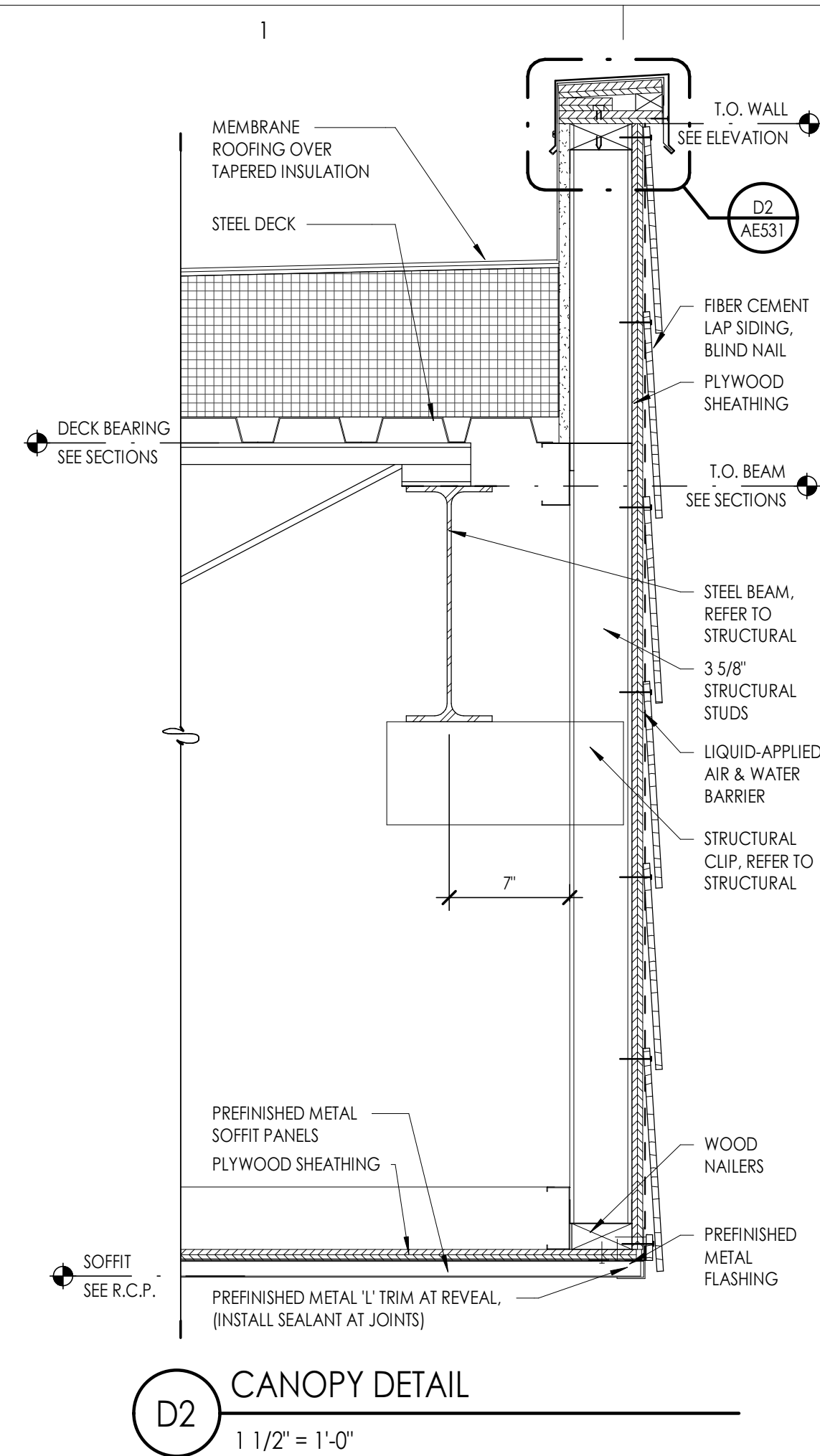
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EXTERIOR ELEVATIONS

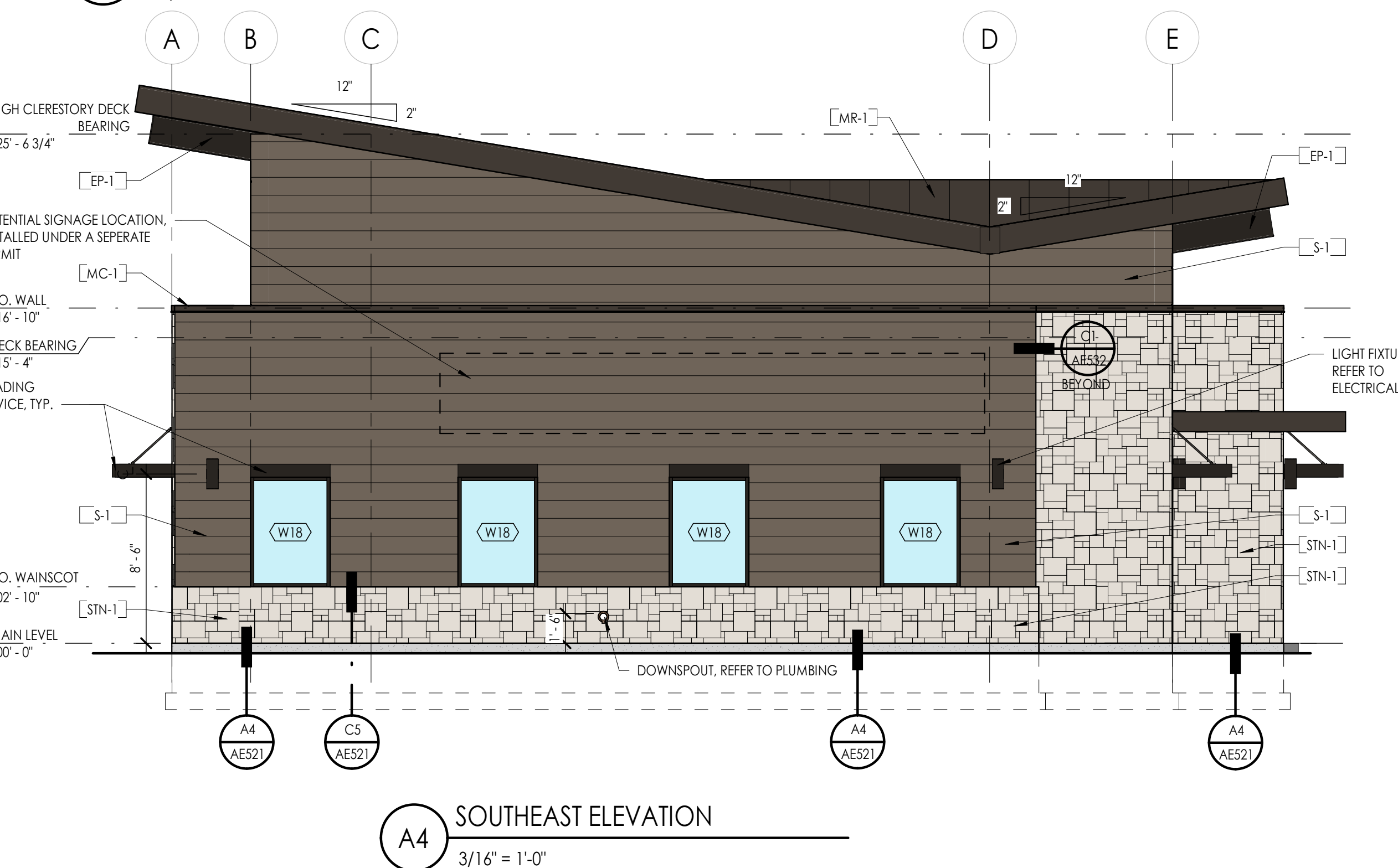
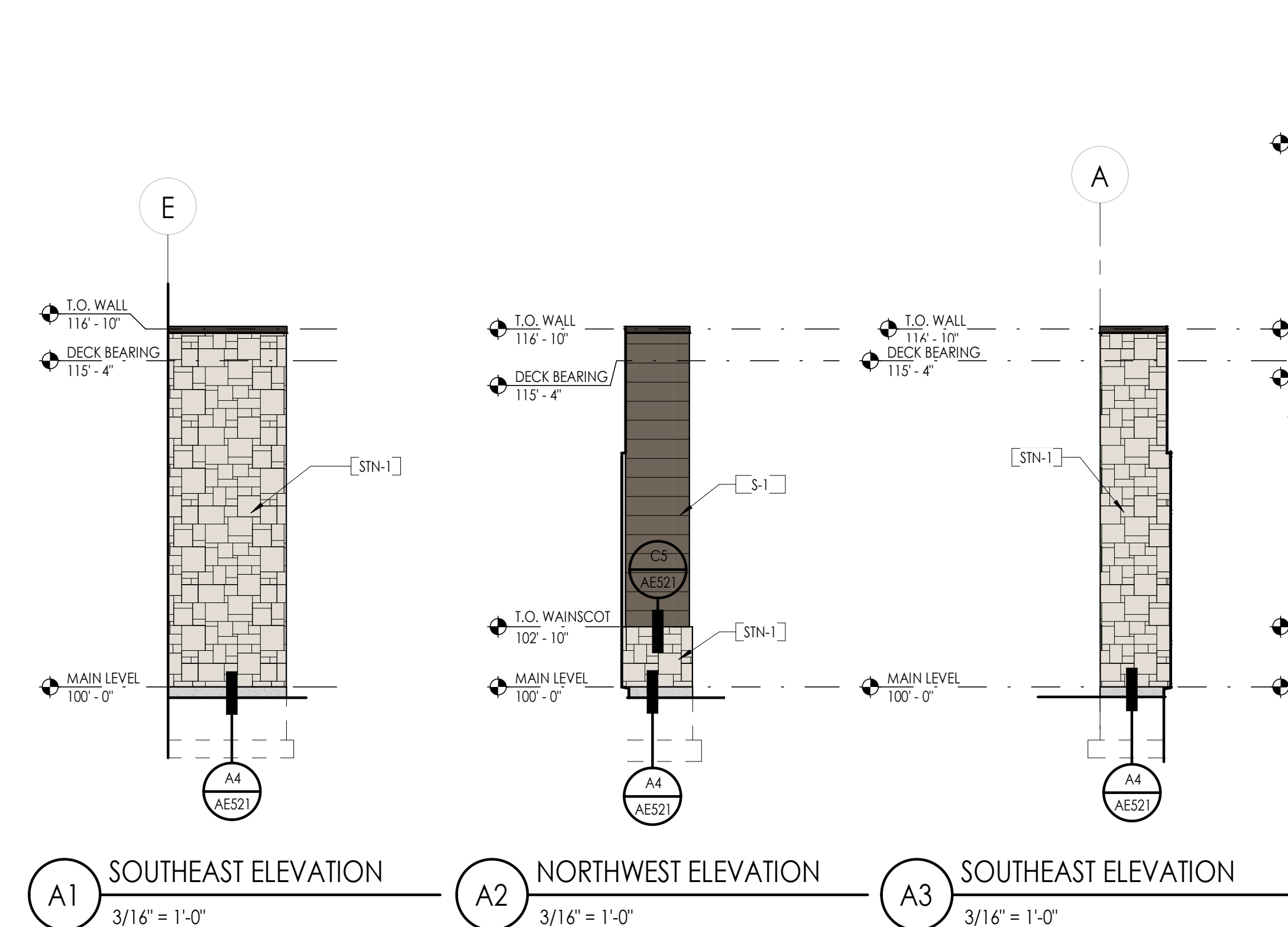
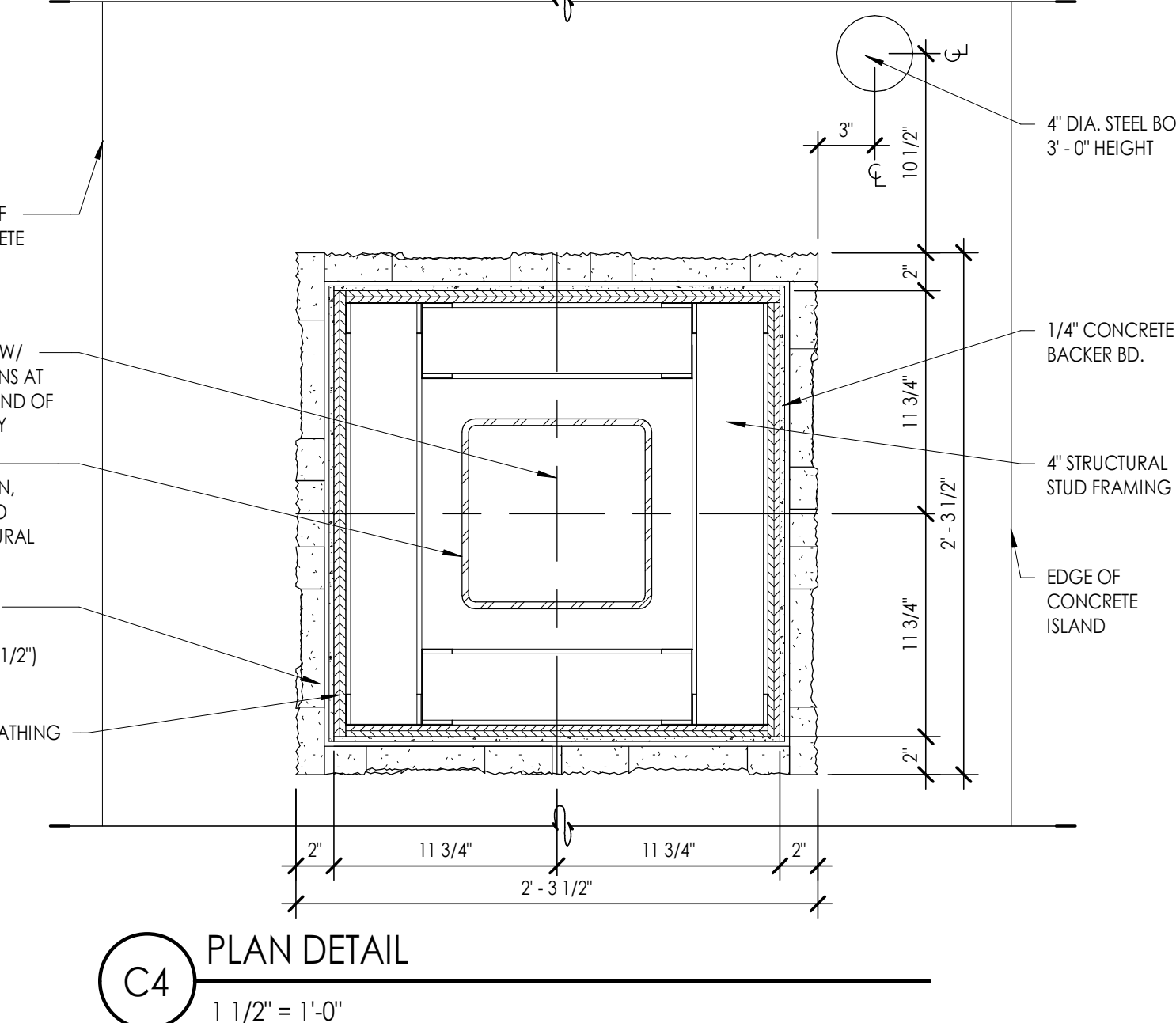
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AE201



EXTERIOR MATERIAL SCHEDULE

MARK	MANUF.	PRODUCT	COLOR / FINISH
EXTERIOR PAINT			
EP-1	SHERWIN WILLIAMS	EXTERIOR PAINT	SW6990 CAVIAR 251-C2, EGG SHELL
MASONRY			
STN-1	DELTA STONE	STONE VENEER	IVORY WHITE
MECHANICAL SCREEN			
MS-1	GEOLAM	QUALITA 020C	EBONY, END CAPS @ ALL EXPOSED ENDS
METAL			
MC-1	SEE SPEC. 076200	PRE-FINISHED METAL COPING	SEE SPEC.
MR-1		STANDING SEAM METAL ROOF	DARK BRONZE TO BE SELECTED FROM MANUF. FULL RANGE OF COLORS. SEE SPEC.
METAL PANEL			
MP-1	ALPOLIC	METAL PANEL	SBR BRONZE (SIGNAGE PAINT COLOR SW7020 BLACK FOX)
SIDING			
S-1		FIBER CEMENT LAP SIDING	CEDAR TEXTURE FINISH, PAINT SW7026 GRIFFIN (SIGNAGE COLOR SW7026 GRIFFIN)
ST-1		FIBER CEMENT LAP SIDING TRIM	CEDAR TEXTURE FINISH, PAINT SW7026 GRIFFIN (SIGNAGE COLOR SW7026 GRIFFIN)



SAA

SANDERS ASSOCIATES ARCHITECTS

2668 Grant Avenue
Ogden, Utah 84401
Phone: 801.621.1333
www.sandersarch.com

STATE OF UTAH

M. SUZAN SANDERS

No. 6928553

3-10-2016

EXPIRATION DATE

Seal

Consultant

Project Name

MOUNTAIN AMERICA CREDIT UNION

EAGLE MOUNTAIN BRANCH

EAGLE MOUNTAIN, UT

Issued	No.	Date	Description

Revision	No.	Date	Description

SAA Project No.

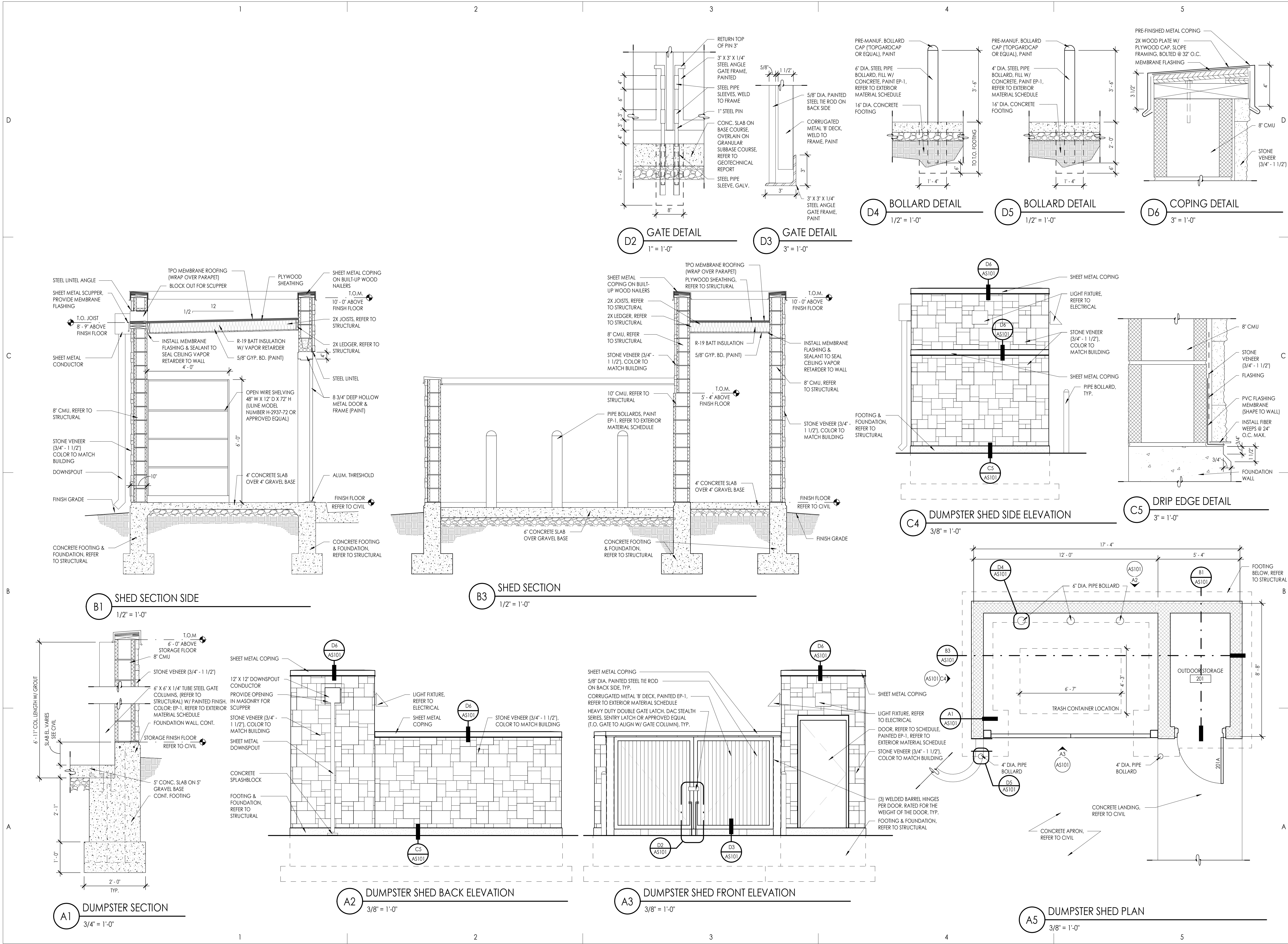
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EXTERIOR ELEVATIONS AND DETAILS

Sheet Number

AE202



MOUNTAIN AMERICA CREDIT UNION
EAGLE MOUNTAIN BRANCH
EAGLE MOUNTAIN, UT

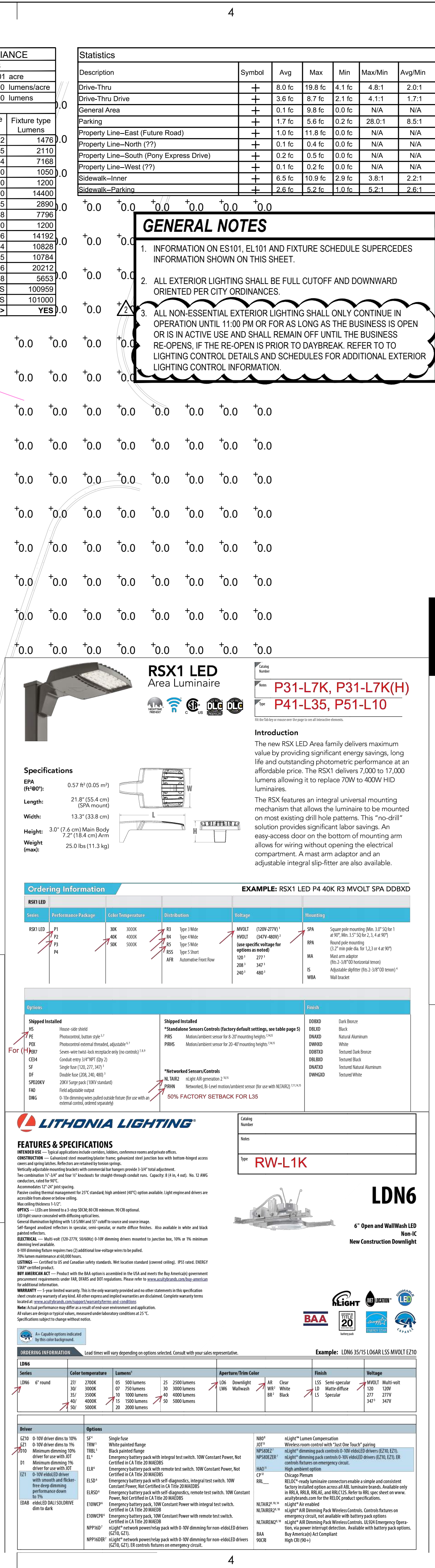
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No.	Date	Description
Revision		
No.	Date	Description

SAA Project No. 2021-46
Drawing Title

**DUMPSTER SHED PLAN,
ELEVATIONS, & DETAILS**

Sheet Number

AS101



5

Schedule						
Symbol	Label	Lamp	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	OB3-L05	LED	1	492	0.9	6.1
	OB5-L1K	LED	1	1055	0.9	10.6
	OC-L15	LED	1	1023	0.9	13
	OL3-L1K	LED	144	7	0.9	14.1
	OL4-L12	LED	144	9	0.9	18.8
	OL6-L2K	LED	144	7	0.9	28.2
	OW4-L12	LED	144	9	0.9	18.8
	OW-L1K	LED	1	2008	0.45	12.5
	OW-L4K	LED	1	3894	0.9	41
	P31-L7K	LED	1	7096	0.9	51.34
	P31-L7K(H)	LED	1	5414	0.9	51.3435
	P41-L35	LED	1	7189	0.45	51.34
	P51-L10	LED	1	10106	0.9	72.95
	RW-L1K	LED	1	851	0.9	10.44

by @ignify

Pureform
LED bollard

Gardco Pureform LED bollard PBL integrates a sleek, low profile design, extraordinary light output, and energy savings into an innovative pedestrian scale luminaire. Pureform bollard features a high performance, optical system designed to achieve wide spacings and full-cutoff performance. Three heights available for a customized look. IP66 optics ensure dust or moisture will never interfere with performance.

Project: _____
Location: _____
Call No: _____
Type: _____ Qty: _____
Notes: _____

Ordering guide

example: PBL-42-14L-45W-NSW-G2-5-UNV

Symbol	Surface	Material	Color	Optics	Options	Finish	Notes
PBL	Pureform bollard	36 Standard Shaft 36" 14L 14.125 Full Ring	27	050 1000A	SW-G2 Warm White 2000K	Type 1	Leave blank for no battery
		42 Standard Shaft 42" 27	050 200A	200K Generation 2	SW-G2 Warm White 2000K	Type 1	ESM Efficiency battery 10"
		60 Standard Shaft 60" 050 400A	050 400A	400K Generation 2	SW-G2 Warm White 2000K	Type 1	268 200A 240 200A 227 277V 140 140V 140 140V 140 140V
			050 800A	800K Generation 2	SW-G2 Warm White 2000K	Type 1	UNV G2-277V 20000K
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			050 1200A	1200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 1400A	1400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 1600A	1600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 1800A	1800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 2000A	2000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 2200A	2200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 2400A	2400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 2600A	2600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 2800A	2800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 3000A	3000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 3200A	3200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 3400A	3400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 3600A	3600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 3800A	3800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 4000A	4000K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 7000A	7000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 7200A	7200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 7400A	7400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 7600A	7600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 7800A	7800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 8000A	8000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 8200A	8200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 8400A	8400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 8600A	8600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 8800A	8800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 9000A	9000K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 10800A	10800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 11000A	11000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 11200A	11200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 11400A	11400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 11600A	11600K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 12600A	12600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 12800A	12800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 13000A	13000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 13200A	13200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 13400A	13400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 13600A	13600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 13800A	13800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 14000A	14000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 14200A	14200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 14400A	14400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 14600A	14600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 14800A	14800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 15000A	15000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 15200A	15200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 15400A	15400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 15600A	15600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 15800A	15800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 16000A	16000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 16200A	16200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 16400A	16400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 16600A	16600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 16800A	16800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 17000A	17000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 17200A	17200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 17400A	17400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 17600A	17600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 17800A	17800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 18000A	18000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 18200A	18200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 18400A	18400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 18600A	18600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 18800A	18800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 19000A	19000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 19200A	19200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 19400A	19400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 19600A	19600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 19800A	19800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 20000A	20000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 20200A	20200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 20400A	20400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 20600A	20600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 20800A	20800K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 21200A	21200K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 21600A	21600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 21800A	21800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 22000A	22000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 22200A	22200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 22400A	22400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 22600A	22600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 22800A	22800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 23000A	23000K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 23600A	23600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 23800A	23800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 24000A	24000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 24200A	24200K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 25600A	25600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 25800A	25800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 26000A	26000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 26200A	26200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 26400A	26400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 26600A	26600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 26800A	26800K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 27600A	27600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 27800A	27800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 28000A	28000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 28200A	28200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 28400A	28400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 28600A	28600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 28800A	28800K Generation 2	SW-G2 Warm White 2000K	Type 1	
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			050 29800A	29800K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 30000A	30000K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 30200A	30200K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 30400A	30400K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 30600A	30600K Generation 2	SW-G2 Warm White 2000K	Type 1	
			050 30800A	30800K Generation 2	SW-G2 Warm White 2000K	Type 1	

SAA
SANDERS ASSOCIATES ARCHITECTS

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Consultant

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Tropic, UT 84623

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www.sineoutreach.com



Project Name

MOUNTAIN AMERICA CREDIT UNION

EAGLE MOUNTAIN BRANCH

EAGLE MOUNTAIN, UTAH

Issued		
No.	Date	Description

Revision		
No.	Date	Description
1	2.27.23	CITY REVIEW

SAA Project No. _____

Drawing Title _____

2021-46

**PHOTOMETRIC
SITE PLAN**

Sheet Number _____

ES102



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	SITE PLAN - Applebee's		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Brian Haskell		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial Community	ACREAGE 3.73 acres (portion of)	COMMUNITY Ranches Crossing

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the Applebee's site plan with the following conditions:

1. Any remaining redlines are corrected; and
2. South elevation alternative 1 is the preferred option.

BACKGROUND:

The applicant has been working for several months to bring in Applebee's into the City. The preliminary plat of the project has been reviewed by the Planning Commission and City Council and the final plat is currently in the review process with staff.

ITEMS FOR CONSIDERATION:

Site Plan Development Standards: The following are standards required for all site plans in any zoning district (17.100.050)

A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.

B. Screening Requirements: The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it complies with 17.100.050.B.

C. Access Requirements: The building is accessed via Ranches Parkway and Clear Rock Road.

D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials via and therefore does not provide

off-street truck loading space.

E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.

F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer.

Commercial Design Standards The following are design standards for the site and building design of commercial developments.

17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located adjacent to Pony Express Parkway with the drive-thru between the building and interior lot line. Pedestrian access is provided from the Pony Express trail.

17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited. The main entrance to the building is located on the north elevation which opens to the main parking area with the rear (south elevation) facing toward Pony Express Parkway. It is the opinion of staff that the architecture of the most prominent elevations (south) could be improved. Alternative elevations of the south face are included as an exhibit. Staff prefers the first alternative. Landscaping is sufficient to provide needed elements when facing a public ROW.

17.72.030.B requires surface parking to be located to the rear or side of the building and that parking should not be located between any commercial building and the street. All parking is located to the rear (from the Pony Express perspective) of the building in compliance with the required design standard.

Architectural Standards: The following architectural elements shall be applied to commercial development. Minor variations to these standards may be considered.

17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the primary façade. The proposed Applebee's is the only building at this time on this lot. There is a possibility of additional buildings to be located on the lot.

17.72.040.B states "the main entrance of a structure should orient to

major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico.” The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure. The drive-through elevation also contains an awnings over the pick-up window location.

17.72.040.C states: "the primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either a sloping roof with overhanging eaves, or a decorative parapet and multiple roof planes and heights..." The proposed building has multiple roof planes and heights.

17.72.040.D requires vertical and horizontal articulation. The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposal uses awnings, a popouts, decorative trim, architectural lighting, and various materials.

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the City Council to determine if the elevations meet this standard. Staff is of the opinion, as is the Planning Commission, that the elevations, with the first alternative south elevation, meet the standards

17.72.040.G states "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended..." The proposed proposed building is the first on this lot.

Parking. Table 17.55.120(c), Required Parking by Land Use, requires a Restaurants to have one stall per 250 square feet of area which is then 28 stalls; 64 are provided. A count of tables that could be used by individual dining parties would require more than 40 stalls in addition to what is needed for staff. The proposed parking stall count appears to be needed at full capacity. Bike Racks. The applicant is providing bike racks in compliance with 17.35.050.K.

Lighting Standards 17.56. All lighting meets EMMC standards regarding design and maximum luminary calculations. Landscape Standards 17.60. Landscaping meets EMMC standards but a question remains regarding lighting along the top of the parapet. This type of lighting is not specified in the Code and is not fully shielded and facing down.

REQUIRED FINDINGS:

Site Plan approvals are based upon compliance with EMMC 17.100.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 4-1 to the City Council approval of the Applebee's site plan with the following conditions:

1. The applicant work with staff to resolve any outstanding redlines.

Additional staff conditions:

2. Any remaining redlines are corrected
3. South elevation alternative 1 is the preferred option

ATTACHMENTS:

[Civil Plans](#)

[Elevations](#)

CONTACTS

OWNER/DEVELOPER:
R5VENTURES
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brian@scmutah.com

CIVIL ENGINEER:
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CRAIG LARSEN, PE
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BOUNTIFUL, UT 84011-1692
385.501.7371

SURVEYOR:
AZTEC ENGINEERING, INC.
AARON THOMAS, PLS
732 N 780 W
AMERICAN FORK, UT 84003
801.224.7308
aztecengineering@gmail.com

UTILITY PROVIDERS

WATER, SANITARY SEWER, STORM SEWER:
EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT
801.789.6609

ELECTRIC:
ROCKY MOUNTAIN POWER
1407 W NORTH TEMPLE
SALT LAKE CITY, UT 84116
1.866.870.3419 BUSINESS
1.800.469.3981 BUILDER

NATURAL GAS:
DOMINION ENERGY
757.857.2112

COMMUNICATIONS/CABLE:
CONFIRM PROVIDER W/OWNER

LEGAL DESCRIPTION

PENDING PLAT: LOT 1 OF RANCHES CROSSING PLAT A.

LOT DEVELOPMENT NOTES

PARCEL NUMBER: 58:034:0242 & 58:034:0250
SECTION: 20
TOWNSHIP: 5S
RANGE: 1W

DEVELOPMENT ACREAGE: 3.738 ACRES (162,824 SF)

ZONING: CC – COMMERCIAL COMMUNITY

ADJOINING RECORDED DEED NAMES:
• ROCK CREEK CONDOS PHASE 1
• THE COVE AT ROCK CREEK
• WILLOW SPRINGS PHASE 1
• M&J PROPERTY HOLDINGS LLC

FLOOD PLAIN: PER FEMA FLOOD INSURANCE RATE MAP #49049C0300F CITY OF EAGLE MOUNTAIN 490258, EFFECTIVE DATE 6/19/2020, THIS PROPERTY LIES WITHIN UNSHADED ZONE X AND DOES NOT FALL WITHIN THE SPECIAL FLOOD HAZARD AREA.

LANDSCAPING NOTES

PRE-DEVELOPMENT SURFACE AREAS:
• IMPERVIOUS AREA: 0 SF (0%)
• PERVIOUS AREA: 162,824 SF (100%)

POST DEVELOPMENT SURFACE AREAS & LANDSCAPING:
• IMPERVIOUS AREA: 51,365 SF (31.5%)
• PERVIOUS AREA (LANDSCAPING): 111,459 SF (68.5%)

DEVELOPMENT AREAS	
BUILDING COVERAGE	6,933 SF
PAVED SURFACES	44,432 SF
LANDSCAPED AREAS	4,241 SF
VACANT AREA FOR FUTURE DEVELOPMENT	107,218 SF
PARKING STALLS PROVIDED	64 STALLS

SITE FIRE PROTECTION CALCULATIONS

- TOTAL BUILDING SF: 6,933 SF
- IFC TABLE B105.1 FIRE FLOW REQ'T: 2250 GPM FOR WORST CASE SCENARIO (VB)
- FULLY SPRINKLED BUILDING: IFC B105.2 ALLOWS 75% REDUCTION IN FIREFLOW (1,500 GPM MIN.)
 - FINAL REQUIRED FIRE FLOW: 1,500 GPM
- IFC TABLE C105.1 ONE FIRE HYDRANT IS REQUIRED AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY MUST BE WITHIN 250' OF THE HYDRANT (SPACING REQ'T).
 - SPACING PROVIDED: 235'
- IFC 503.1.1: ACCESS ROAD SHALL EXTEND TO WITHIN 150' OF ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY.
 - EXCEPTION: 150' MAY BE INCREASED WITH AN AUTOMATIC SPRINKLER SYSTEM.
 - DISTANCE FROM ACCESS ROAD PROVIDED: 110'

VICINITY MAP



SHEET INDEX & REVISION TABLE

LEGACY DESIGN GROUP ABERDEEN, SD SALT LAKE CITY, UT 385.501.7371				PERMIT SUBMITTAL		A: REVIEW COMMENTS		B: REVIEW COMMENTS		C: REVIEW COMMENTS		D: REVIEW COMMENTS	
				DATE	09.26.22	12.02.22	01.09.23	04.04.23	05.08.23				
S H E E T	C000	CIVIL COVER SHEET											
	C001	CIVIL NOTES											
	C002	CITY NOTES											
	C050	EX.CONDITIONS & DEMOLITION											
	C100	SITE PLAN											
	C200	UTILITY PLAN—W, SS, ELEC, G											
	C201	UTILITY PLAN—SD											
	C202	PHOTOMETRIC PLAN											
	C300	OVERALL GRADING PLAN											
	C301	GRADING PLAN—NORTH											
	C302	GRADING PLAN—SOUTH											
	C400	SWPPP											
	C401	SWPPP DETAILS											
	C500	CIVIL DETAILS											
	C501	CIVIL DETAILS											
	C502	CIVIL DETAILS											
	C503	CIVIL DETAILS											
	L100	LANDSCAPE PLAN											
	L101	LANDSCAPE DETAILS											
	L200	IRRIGATION PLAN											
	L201	IRRIGATION DETAILS											
	L202	IRRIGATION DETAILS											
X DENOTES REVISED OR NEW SHEET													
R DENOTES REMOVED SHEET													
* DENOTES FOR INFORMATION ONLY. SEE APPROVED ARCHITECTURAL SHEETS FOR CONSTRUCTION													

Ldg

LEGACY DESIGN GROUP
ABERDEEN, SD
SALT LAKE CITY, UT
385.501.7371

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info@legacydesigngroup.net

OWNER:
EAGLE 11 LLC.

APPLEBEE'S
AT
RANCHES
CROSSING

CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811

Know what's below.
Call before you dig.

Rev.	Date	Comment
A	12.02.22	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

5/8/2023 5:14:56 PM

CIVIL COVER
SHEET
C000

GENERAL NOTES

- ALL WORKS SHALL BE GOVERNED BY AND CONFORM TO APPLICABLE CURRENT NATIONAL AND LOCAL STANDARDS UNLESS OTHERWISE SPECIFIED ON DRAWINGS & THIS NOTE SHEET.
- THE PERMITTEE SHALL FULLY COMPLY WITH THE REQUIREMENTS OF THE CITY ORDINANCES AND REGULATIONS, SPECIFICATIONS AND STANDARDS RELATIVE TO WORK IN THE PUBLIC WAY.
- A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. SUCH MEETING SHALL COMPLY WITH ADOPTED ENGINEERING STANDARDS.
- APPLICATION FOR INSPECTION BY GOVERNING AGENCY SHALL BE MADE BY THE CONTRACTOR AT LEAST TWENTY-FOUR (24) HOURS BEFORE THE SERVICES THEREOF WILL BE REQUIRED.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITH DILIGENCE AND EXPEDITION AND RESTORE THE PUBLIC WAY TO CITY SPECIFICATIONS WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A PERIOD OF TWO YEARS FROM THE COMPLETION OF SUCH WORK, WITH REASONABLE WEAR AND TEAR EXCEPTED.
- NO BACKFILL SHALL OCCUR UNTIL THE UTILITY HAS BEEN INSTALLED CORRECTLY, INSPECTED, AND APPROVED FOR BACKFILLING
- THE OWNER'S SOIL TEST ENGINEER SHALL CERTIFY THAT ALL FILLS, BACKFILLS OVER UNDERGROUND UTILITIES, BASE AND ASPHALT HAVE BEEN ADEQUATELY COMPACTED. THIS CERTIFICATION SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE WORK BY THE CITY.
- ALL REPAVING OF UTILITY TRENCHES SHALL BE COMPLETED IN SUCH A MANNER AS TO ALLOW THE NEW PAVEMENT TO JOIN THE EXISTING PAVEMENT WITHOUT A RIDGE BEING FORMED AND TO THE SATISFACTION OF THE CITY ENGINEER.
- NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL (WHERE APPLICABLE) HAVE BEEN PLACED, INSPECTED AND APPROVED.
- NUCLEAR DENSITY TESTING OF ANY ASPHALT SHALL BE FOR GUIDANCE ONLY AT CONTRACTORS RISK. ACTUAL ASPHALT DENSITY SHALL BE DETERMINED BY CORES IF REQUIRED.
- THE CONTRACTOR SHALL COMPLY WITH MINIMUM SAFETY REQUIREMENTS AS GIVEN BY OSHA, NATIONAL AND LOCAL STANDARDS.

PROJECT NOTES

- LOCATION OF EXISTING UTILITIES AS SHOWN HAS BEEN IN PART TAKEN FROM RECORDS PROVIDED BY OTHERS. SURVEY DATA HAS BEEN USED TO SUPPLEMENT THESE RECORDS AS MUCH AS POSSIBLE. ACTUAL LOCATIONS MAY VARY SIGNIFICANTLY FROM LOCATIONS AS SHOWN ON PLANS. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATIONS OF EXISTING UTILITIES. UTILITIES NOT SHOWN ON PLANS, OR SHOWN INCORRECTLY SHALL BE WORKED AROUND AT NO ADDITIONAL COST TO THE OWNER. EXCEPTIONS SHALL BE OBTAINED IN ADVANCE IN WRITTEN FORM FROM THE ENGINEER AND ARE SUBJECT TO THE APPROVAL OF THE OWNER.
- THE CONTRACTOR SHALL EXAMINE THE DRAWINGS AND SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE AND SHALL NOTIFY THE OWNER & ENGINEER OF DISCREPANCIES BETWEEN THE ACTUAL CONDITIONS AND INFORMATION SHOWN ON THE DRAWINGS BEFORE PROCEEDING WITH THE WORK.
- SPECIFIC NOTES AND DETAILS SHALL TAKE PRECEDENCE OVER GENERAL NOTES, TYPICAL DETAILS, AND SPECIFICATIONS.
- THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR INFORMATION NOT COVERED BY THESE GENERAL NOTES OR THE DRAWINGS.
- THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR THE TEMPORARY ERECTION OF BRACING AND SHORING AS REQUIRED FOR STABILITY OF STRUCTURES AND EXCAVATIONS DURING ALL PHASES OF CONSTRUCTION.
- PROJECT DATUM AND COORDINATES ARE BASED ON LOCALIZED CONTROL POINTS LOCATED AT THE FOLLOWING LOCATIONS:
SEE SITE PLAN, SHEET C100
- THE CONTRACTOR SHALL OBTAIN APPLICABLE PERMITS FROM LOCAL AUTHORITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER NECESSARY PERMITS AND LICENSES REQUIRED FOR COMPLETION OF THE WORK AND WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL TEMPORARY WATER, POWER, OR OTHER UTILITIES AS REQUIRED TO COMPLETE CONSTRUCTION OF THE PROJECT AS DETAILED.
- THE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE PRIOR TO BEGINNING CONSTRUCTION IN THE JURISDICTION WHERE THE PROJECT IS TO TAKE PLACE.
- THE CONTRACTOR SHALL MAINTAIN CLEAN CONSTRUCTION AREAS. ALL DEBRIS, RUBBISH AND TRASH MUST BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
- THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN A SET OF APPROVED DRAWINGS AT THE JOB SITE, ON WHICH THE CONTRACTOR SHALL RECORD ALL ACTUAL MEASUREMENTS AND DETAILS AS CONSTRUCTED. THESE DRAWINGS SHALL BE SUBMITTED AS "AS-BUILT" OR "RECORD" DRAWINGS AT THE CONCLUSION OF THE PROJECT. FINAL PAYMENT WILL NOT BE RELEASED UNTIL "AS-BUILT" OR "RECORD" DRAWINGS HAVE BEEN SUBMITTED TO AND ACCEPTED BY THE OWNER & ENGINEER.
- VARIOUS WATER, SANITARY AND STORM DRAIN SEWER, COMMUNICATION, GAS, AND ELECTRICAL UTILITIES EXIST IN OR NEAR THE IMPROVEMENT PROJECT. THE EXACT LOCATION OF THESE UTILITIES IS NOT KNOWN. THE CONTRACTOR SHALL EXERCISE CAUTION TO ENSURE MINIMAL DISRUPTION OF SERVICE DURING EARTHWORK OPERATIONS.
- CONTRACTOR SHALL ARRANGE FOR EXISTING UTILITY LOCATING AND MARKING

ENVIRONMENTAL

- THE CONTRACTOR WILL BE REQUIRED TO STORE ALL FUELS, OILS, SOLVENTS AND HAZARDOUS MATERIALS IN DESIGNATED IMPOUND AREAS LOCATED IN ONE OR MORE OF THE APPROVED STAGING AREAS. IMPOUND AREAS WILL BE EXCAVATED AND LINED WITH AN IMPERMEABLE LINER, BACKFILLED AND GRADED SUCH THAT A DEPRESSION IS CREATED. THE SIZE OF THE DEPRESSION SHALL BE LARGE ENOUGH TO COMPLETELY CONTAIN TOTAL VOLUMES OF HAZARDOUS MATERIALS BEING STORED AT THAT LOCATION. CLEAN-UP/CONTAINMENT KITS ARE TO BE KEPT AT EACH STORAGE LOCATION.
- THE CONTRACTOR SHALL CONSTRUCT ONE OR MORE "WASHOUT" AREAS FOR CONCRETE TRUCKS. "WASHOUT" AREAS SHALL BE LOCATED OUTSIDE THE FLOOD PLAIN OF ALL WATERWAYS. "WASHOUT" AREAS SHALL BE COMPLETELY CONTAINED WITHIN EXTERIOR DRAINAGE DITCHES. ALL WASTE CONCRETE IS TO BE REMOVED FROM SITE BY COMPLETION OF PROJECT.
- IN THE EVENT OF A SPILL, PERSONNEL DISCOVERING THE SPILL SHALL IMMEDIATELY MAKE ATTEMPTS TO CONTAIN AND/OR ABSORB THE SPILLED MATERIALS AND SHALL NOTIFY EMERGENCY RESPONSE AGENCIES.CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF ONE IS NOT PROVIDED, FILING THE "NOTICE OF INTENT" (NOI), AND OBTAINING PERMIT FROM THE STATE OR OTHER GOVERNING AGENCIES

CONCRETE

- CONCRETE CLASS/STRENGTH SHALL BE ACCORDING TO STRUCTURE TYPE AS FOLLOWS:
THRUST BLOCKS: 2000 PSI
NON-EXPOSED: 3000 PSI
EXPOSED: 4000 PSI
- AIR ENTRAINMENT IS NOT REQUIRED FOR THRUST BLOCKS. ALL EXPANSION JOINTS SHALL BE ACI RECOMMENDATIONS. MAXIMUM SLUMP FOR EXPOSED CONCRETE IS 4.5 INCHES, AND REQUIRED AIR CONTENT IS 6%±1%. 4000 PSI CONCRETE, CONCRETE FOR BOXES AND MANHOLES SHALL BE CONSIDERED AS EXPOSED CONCRETE.

EARTHWORK

- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT BLUE STAKES OR UTILITIES AS REQUIRED TO HAVE UNDERGROUND UTILITIES MARKED IN THE FIELD PRIOR TO ANY EXCAVATION WORK.
- UNTREATED BASE COURSE MATERIALS SHALL MEET THE REQUIREMENTS OF THE STATE DEPARTMENT OF TRANSPORTATION WITH THE FOLLOWING MODIFICATIONS:
GRADING BAND LIMITS FOR THE PERCENT PASSING THE NO. 200 SIEVE SHALL BE 6% TO 10% FOR ALL GRADES OF BASE COURSE.
- GRANULAR BORROW SHALL MEET THE AASHTO CLASSIFICATION OF A-1a WITH THE FOLLOWING LIMITATIONS:
MAXIMUM PARTICLE SIZE: 4"
MAXIMUM PERCENT PASSING #200 SIEVE: 13%
- ALL TRENCHES AND EXCAVATIONS SHALL BE CUT, PROTECTED, AND SUPPORTED AS PRESCRIBED BY OSHA.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND MAINTAIN ANY EQUIPMENT NECESSARY TO DEWATER EXCAVATIONS.
- FILL MATERIAL ABOVE THE PIPE ZONE SHALL BE NATIVE GRANULAR MATERIAL APPROVED BY THE ENGINEER AND FREE FROM ROOTS, BRUSH, ORGANIC MATTER, PERISHABLE OR OBJECTIONABLE MATERIAL, TRASH, MUD, MUCK, FROZEN MATERIAL AND STONES GREATER THAN 3 INCHES IN DIAMETER. IF ACCEPTABLE MATERIAL CANNOT BE FOUND ON SITE, APPROVED MATERIAL SHALL BE IMPORTED. NATIVE GRANULAR BACKFILL OR GRANULAR BACKFILL BORROW SHALL MEET THE AASHTO CLASSIFICATION OF A-1a WITH THE FOLLOWING LIMITATIONS:
MAXIMUM PARTICLE SIZE: 3"
MAXIMUM PERCENT PASSING #200 SIEVE: 13%
- PIPE ZONE BEDDING MATERIAL SHALL BE FREE FROM ROOTS, BRUSH, ORGANIC MATTER, PERISHABLE OR OBJECTIONABLE MATERIAL, TRASH, MUD, MUCK, FROZEN MATERIAL, AND STONES GREATER THAN 1 INCH IN DIAMETER. BACKFILL IN THE PIPE ZONE SHALL BE A 3/4" MINUS MATERIAL MEETING THE REQUIREMENTS OF THE ASTM CLASSIFICATION OF SOIL GROUPS GW OR GW-GM WITH THE EXCEPTION THAT THE FINES CONTENT (MATERIAL PASSING THE #200 SIEVE) SHALL BE LESS THAN 9% WHEN TESTED IN ACCORDANCE WITH ASTM C 136. CLASSIFICATION SHALL BE CONSISTENT WITH THE REQUIREMENTS OF ASTM D 2487 AND OTHER REFERENCED STANDARDS. PERCENTAGES IN TABLE 4 SHALL BE MAXIMUM PERCENT PASSING FOR EACH SIEVE SIZE. MATERIAL SHALL BE COMPACTED IN 6" LIFTS TO 95% RELATIVE COMPACTION (ASTM D-1557) OR 75% RELATIVE DENSITY (ASTM D4253, D4254). IF ACCEPTABLE MATERIAL CAN BE FOUND ON SITE, IT MAY BE USED UPON ENGINEER'S APPROVAL.
- PULVERIZED ASPHALT MAY BE USED AS GRANULAR BORROW (SUBBASE) AND AS SELECT FILL (UNTREATED BASE COURSE/ROAD BASE) UNDER SIDEWALKS AND IN PAVEMENT SECTIONS INSOFAR AS THE PULVERIZED ASPHALT MEETS THE GRADATION REQUIREMENTS OF THE SUBBASE OR BASE COURSE. WHERE PULVERIZED ASPHALT IS USED, COMPACTION AND OTHER INSTALLATION REQUIREMENTS OF APPROPRIATE SECTIONS SHALL APPLY.

PIPING

- PVC WATERLINES, 4 INCH THROUGH 12 INCH Ø, SHALL BE CONSTRUCTED OF C-900 PVC PIPE CONFORMING TO AWWA STANDARD C900, AND MEET GOVERNING AGENCY REQUIREMENTS.
- PVC WATERLINES, 14 INCH THROUGH 48 INCH Ø, SHALL BE CONSTRUCTED OF C-905 PVC PIPE CONFORMING TO AWWA STANDARD C905, AND MEET GOVERNING AGENCY REQUIREMENTS.
- ALL PVC PIPE MUST BE APPROVED FOR POTABLE WATER USE BY THE NATIONAL SANITATION FOUNDATION AND SHALL BEAR THE LOGO "NSFpw".
- ALL DUCTILE IRON PIPE SHALL BE EITHER CLASS 51 FOR 10" AND SMALLER OR CLASS 50 FOR 12" AND LARGER, ALL CONFORMING TO AWWA C-151, AS INDICATED ON THE DRAWINGS, AND MEET GOVERNING AGENCY REQUIREMENTS.
- ALL HDPE PIPE UTILIZED FOR POTABLE WATER MUST BE APPROVED FOR SUCH BY THE NATIONAL SANITATION FOUNDATION, MEET GOVERNING AGENCY REQUIREMENTS AND MEET AWWA C901/C906, ASTM D2239, ASTM D2737, ASTM D3035, ASTM F714 AND ANSI/NSF 14/61 LISTED.
- ALL WATER FITTINGS SHALL BE RATED FOR WORKING PRESSURES AT OR ABOVE 250 PSI AND MEET GOVERNING AGENCY REQUIREMENTS.
- BOLTS AND NUTS ON ALL FITTINGS SHALL BE COATED WITH FM GREASE AND ENTIRE FITTING SHALL BE WRAPPED IN PLASTIC PRIOR TO POURING OF THRUST BLOCKS AND BACK-FILLING.
- PIPE IS TO BE HANDLED WITH NYLON SLINGS, STEEL CABLE, OR PADDED LIFTING DEVICES. CHAINS OR PLATE CLAMPS SHALL NOT BE USED TO HANDLE OR POSITION PIPE.
- THE CONTRACTOR SHALL NOT OPERATE ANY VALVES ON THE EXISTING AGENCY-OWNED WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY THE AGENCY AT LEAST 24 HOURS BEFORE REQUESTED SHUT-OFFS AND THE AGENCY WILL OPEN AND CLOSE THE VALVES AS NEEDED.
- ALL OPEN ENDS AND/OR CUTS IN ABANDONED PIPING LEFT IN PLACE SHALL BE CAPPED OR PLUGGED BEFORE BACKFILLING.
- THRUST BLOCKS MAY BE ELIMINATED IF MEGALUG, ONE-BOLT, OR OTHER LOCK-TYPE JOINT RESTRAINTS ARE USED.
- WATER PIPE SHALL BE INSTALLED SUCH THAT DEVIATION FROM STRAIGHT LINE AT ANY JOINT SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS.
- STORM DRAIN PIPING LESS THAN 36" IN DIAMETER MAY BE EITHER REINFORCED CONCRETE PIPE (RCP) CLASS II, ADS N-12 HDPE, OR PVC PIPE (SCHEDULE 40 MIN.), UNLESS NOTED OTHERWISE. STORM DRAIN PIPING 36" IN DIAMETER AND LARGER SHALL BE REINFORCED CONCRETE PIPE (RCP) CLASS II UNLESS NOTED OTHERWISE.
- ALL SEWER PIPE SHALL BE SDR 35 PVC UNLESS NOTED OTHERWISE.
- ALL UTILITY STUBS AND SLEEVING SHALL BE CAPPED OR PLUGGED AND MARKED WITH A 4x4 POST AND BACKFILLED BY CONTRACTOR ONLY AFTER THE ENGINEER'S SURVEYORS RECORD LOCATION AND INVERT OF STUB.
- JOINTS OF ALL RCP STORM DRAIN PIPE 48" IN DIAMETER AND LARGER SHALL BE GROUTED SMOOTH INSIDE THE PIPE AFTER PLACEMENT OF THE PIPE AND BACKFILL OPERATIONS ARE COMPLETE.
- THE CONTRACTOR MUST VERIFY LOCATION OF SEWER LATERAL AT BUILDING BEFORE INSTALLING "WYE" OR CONSTRUCTING LATERAL. LOCATIONS ON DRAWINGS ARE NOT CERTAIN AND MUST BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION.
- UTILITY BURIAL DEPTH SHALL BE PER LOCAL JURISDICTION REQUIREMENTS.

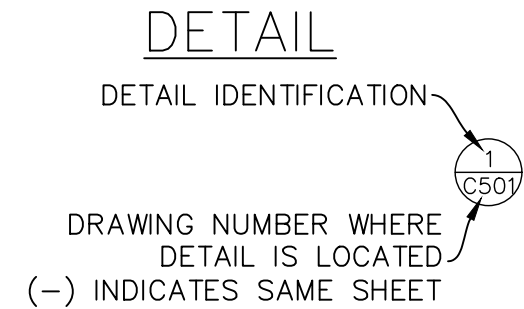
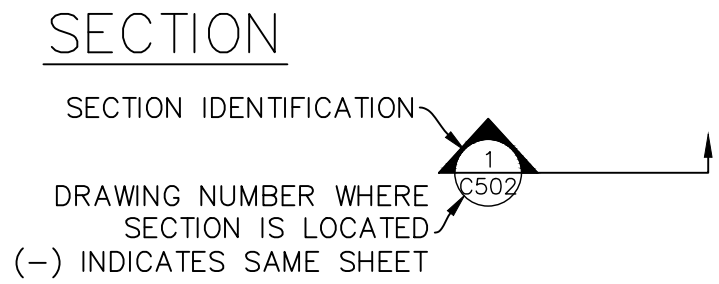
SPECIAL INSPECTIONS PER 2015/2019 IBC 1705

- CONCRETE:
 - INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT PRIOR TO CONCRETE PLACEMENT; PERIODIC, SEE ACI 318 CH. 20, 25.2, 25.3, 26.61-26.63; IBC 1908.4.
 - VERIFY USE OF REQUIRED DESIGN MIX; PERIODIC, SEE ACI 318: CH 19, 26.4.3, 26.4.4; IBC 1904.1, 1904.2, 1908.2, 1908.3.
 - INSPECT AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS; PERFORM OR PROVIDE ONE (1) SLUMP, ONE (1) AIR CONTENT & ONE (1) SET OF COMPRESSION CYLINDERS AND DETERMINE TEMPERATURE OF THE CONCRETE FOR EACH 50 CUBIC YARDS, OR FRACTION THEREOF, FOR EACH CONCRETE POUR; CONTINUOUS, SEE ASTM C172; ASTM C31; ACI 318:26.4 (2015 IBC); ACI 318:26.5 (2018 IBC), ACI 318:26.12; IBC 1908.10.
 - VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES; PERIODIC, SEE ACI 318: 26.5.3-26.5.5; IBC 1908.9.
- SOILS
 - VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY; PERIODIC.
 - VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL; PERIODIC.
 - PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS; PERIODIC.
 - VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL; CONTINUOUS.
 - PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY; PERIODIC.

ABBREVIATIONS

APPX	APPROXIMATE	NTS	NOT TO SCALE
BEG	BEGIN	OC, O.C.	ON CENTER
BLDG	BUILDING	OD	OUTSIDE DIAMETER
BOT	BOTTOM	PL, $\varnothing$	PROPERTY LINE OR PLATE
BW, BOW	BOTTOM OF WALL	PC	POINT OF CURVE
CB	CATCH BASIN	PCC	POINT OF COMPOUND CURVE
CL, $\varnothing$	CENTERLINE	PI	POINT OF INTERSECTION
CFS	CUBIC FEET PER SECOND	P.I. (P.I.V.)	POST INDICATOR (VALVE)
CLR	CLEAR	PRC	POINT OF REVERSE CURVE
CMP	CORRUGATED METAL PIPE	PREFAB	PREFABRICATED
CONC	CONCRETE	PSF	POUND PER SQUARE FOOT
CONT	CONTINUOUS	PSI	POUND PER SQUARE INCH
CY	CUBIC YARD	PT	POINT OF TANGENCY
DET	DETAIL	PVI	POINT OF VERTICAL INTERSECTION
DIA, $\varnothing$	DIAMETER	QTY	QUANTITY
DIM	DIMENSION	R, RAD	RADIUS
DWG	DRAWING	RCP	REINFORCED CONCRETE PIPE
EA	EACH	REF	REFERENCE
EG	EXISTING GRADE	REINF	REINFORCEMENT
EL, ELEV	ELEVATION	REQ'D	REQUIRED
EOA, EA	EDGE OF ASPHALT	SCH	SCHEDULE
EQ	EQUAL	SDMH	STORMDRAIN MANHOLE
EXIST, EX	EXISTING	SECT	SECTION
EXP	EXPANSION	SHT	SHEET
FDN	FOUNDATION	SMH	SEWER MAHOLE
FG	FINISHED GRADE	SPEC	SPECIFICATION
FH	FIRE HYDRANT	STA	STATION
FL	FLOW LINE	STD	STANDARD
GAGE	GAGE	SW	SIDEWALK
GALV	GALVANIZED	SYM	SYMMETRICAL
HORIZ	HORIZONTAL	TA, TOA	TOP OF ASPHALT
HP	HIGH POINT	TBC	TOP BACK OF CURB
IB	INLET BOX	TBW	TOP BACK OF WALK
ID	INSIDE DIAMETER	TFW	TOP FACE OF WALK
IE	INVERT ELEVATION	TC, TOC	TOP OF CONCRETE
INV	INVERT	TOP	TOP
LB	POUND	TW, TOW	TOP OF WALL
LP	LOW POINT	TYP	TYPICAL
MATL	MATERIAL	UNO	UNLESS NOTED OTHERWISE
MAX	MAXIMUM	VC	VERTICAL CURVE
MIN	MINIMUM	VERT	VERTICAL
MISC	MISCELLANEOUS	W/	WITH
MFR	MANUFACTURER	W/O	WITHOUT
MWSEL	MAX WATER SURFACE ELEV.	WS	WATER SURFACE
NIC, N.I.C.	NOT IN CONTRACT	YD	YARD

DETAIL AND SECTION SYMBOLS



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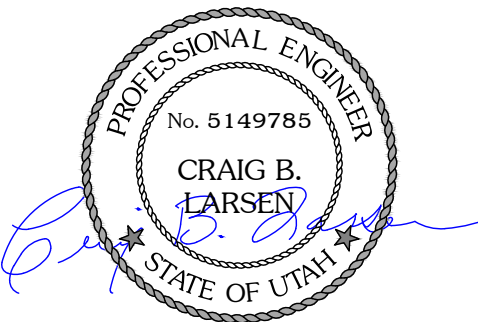
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SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH



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CIVIL NOTES

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EAGLE MOUNTAIN CITY GENERAL NOTES:

1. SEWER–
 - PIPE BEDDING: ¾" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
 - DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
 - SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
 - SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
 - LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY & BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
 - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) & NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
2. WATER–
 - VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" & LARGER TO BE BUTTERFLY VALVES.
 - BEDDING: SAND MUST MEET AASHTO (A–3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
 - DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION. MAX DEPTH 72" FROM FINISHED GRADE.
 - SERVICES & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS & OTHER FITTINGS.
 - SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE & BE DUAL CHECK MODEL, ALSO ¾" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
 - WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT & TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
 - WATER CAN: THE WATER CAN FOR ¾" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM & 21" INSIDE DIAMETER. WATER CAN FOR 1–1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATION.
 - HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
 - LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, & ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY & BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
 - TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS & HYDRANTS, DO NOT RUN UP VALVE BOXES.
 - WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) & GIS (SHOT IN) BEFORE BACKFILL.
 - VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" SEPARATION FROM STORM DRAIN OR OTHER OBSTACLE/UTILITIES.
 - WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA LUG FOLLOWERS.
 - WATER MAIN LINE: NO DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED IN THE WATER LINES & BEND FITTINGS WILL BE REQUIRED. ALL FITTINGS TO BE MEGA–LUG FITTINGS.
3. STORM DRAIN–
 - BEDDING: ¾" GRAVEL 6" BELOW & ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
 - ADS: ALL ADS PIPE TO BE "HP" BRAND.
 - COLLARS: COLLARS TO BE 1'X1' AROUND PIPE, 4000 PSI CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
 - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) & NO FLAT RINGS ALLOWED. 12" OF ¾" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
4. ROAD SECTION–
 - PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTIONS OF ROAD: I.E. SUB–GRADE, SUB–BASE, & CURB BASE & ROAD BASE. CURB STAKES REQUIRED FOR SUB–GRADE INSPECTION & STRING LINE REQUIRED FOR SUB–BASE & ROAD BASE INSPECTION.
 - UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROADS, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
 - COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 PSI CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (¾" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS & WATER VALVE TOWERS TO BE ½" DOWN FROM ASPHALT EDGE & CONCRETE TO BE ¼" TO ⅜" DOWN FROM ASPHALT EDGE..

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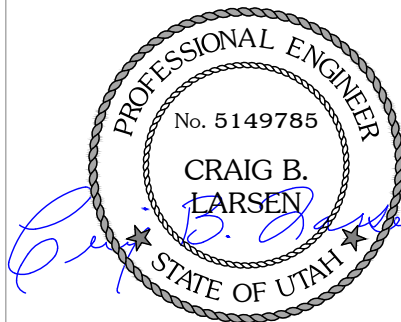
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SECTION 20, TOWNSHIP 5
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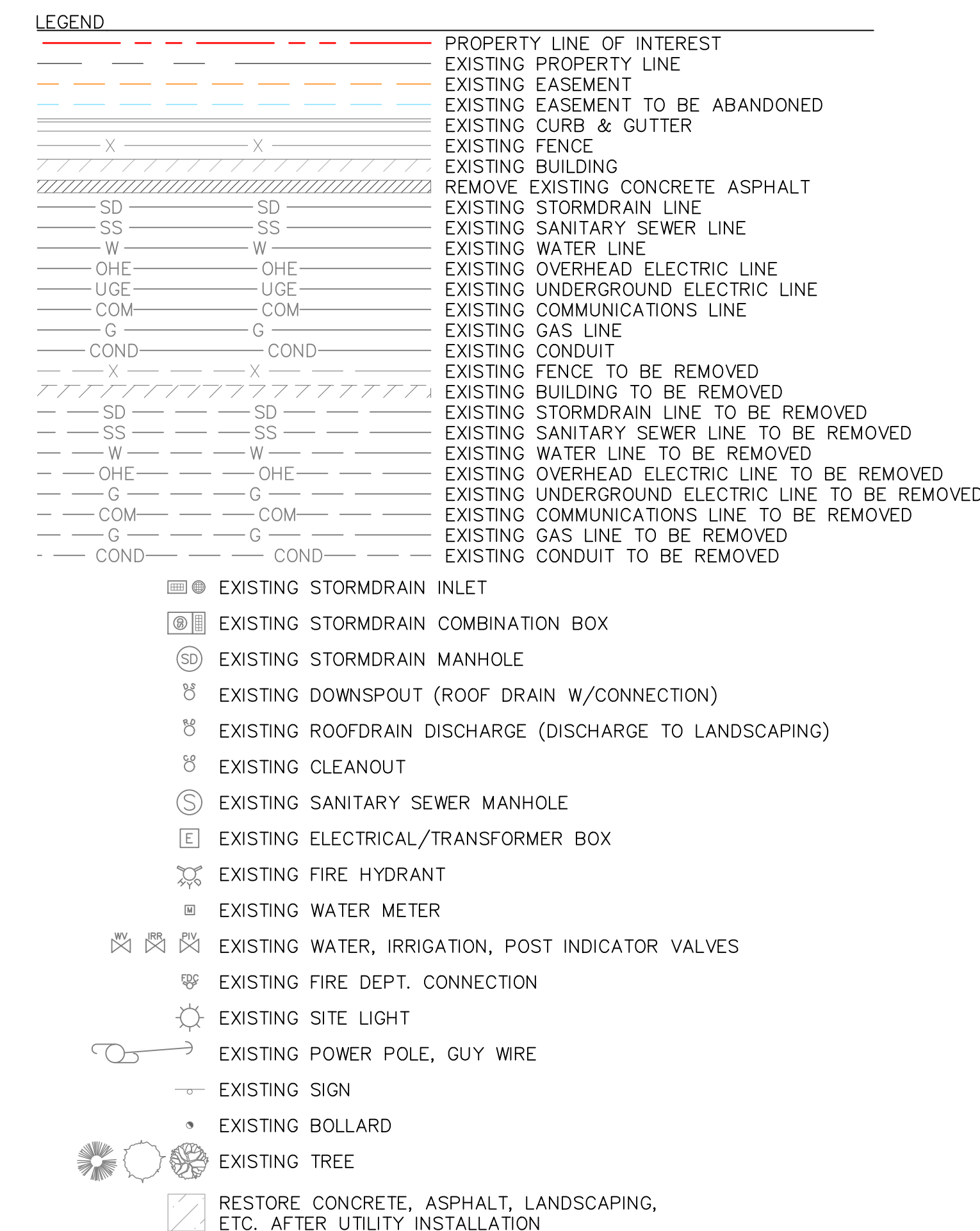
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CITY NOTES

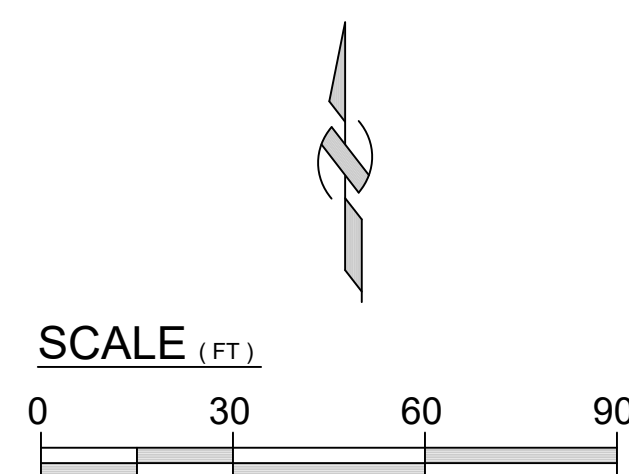
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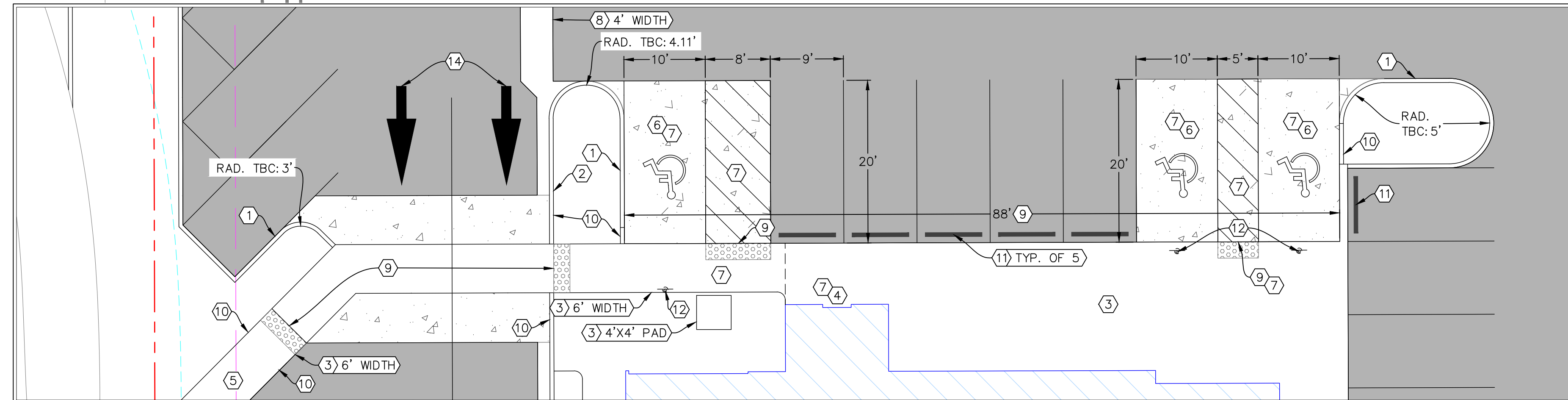


GENERAL DEMOLITION NOTES:

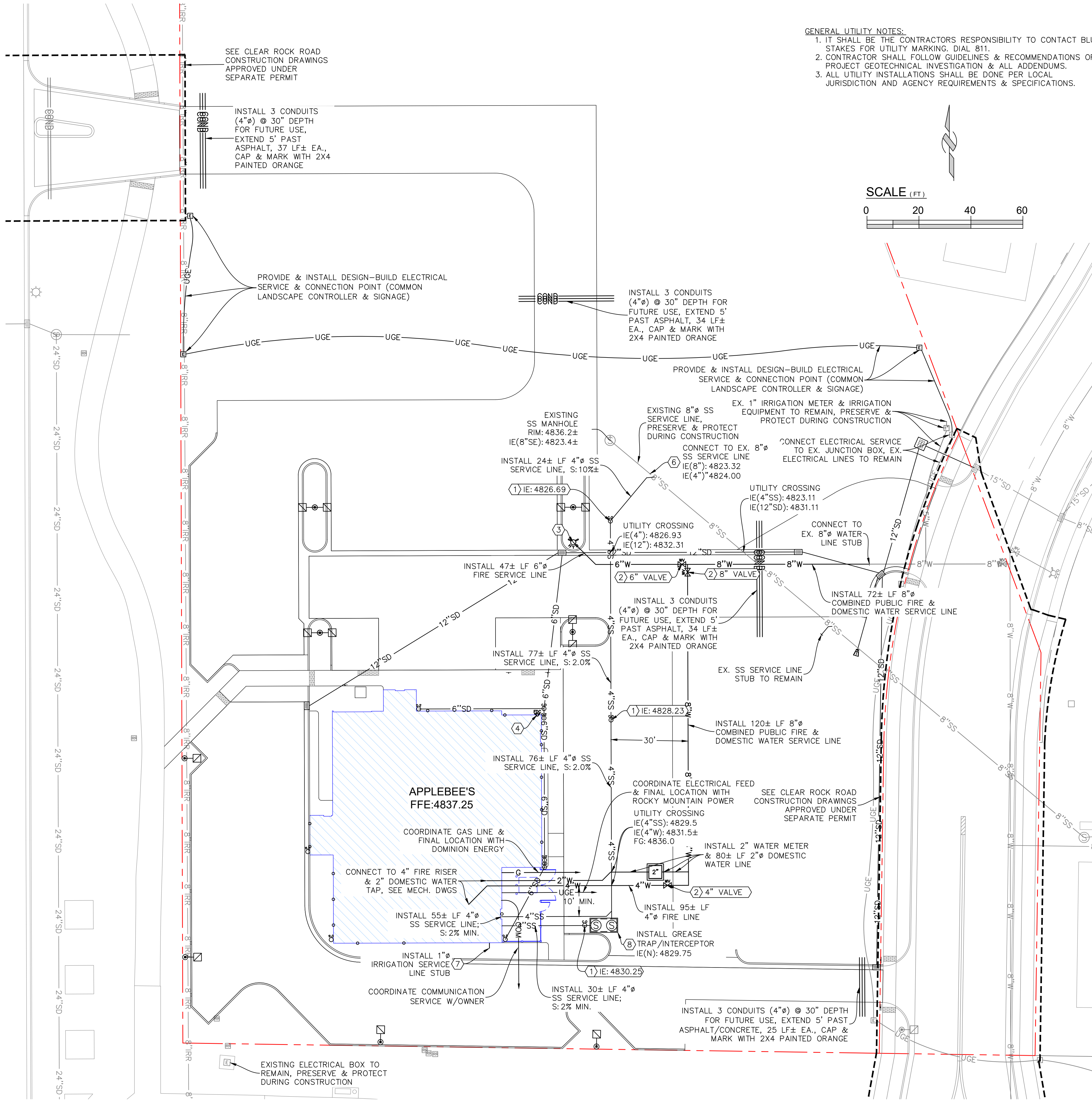
1. COORDINATE ANY PRIVATE UTILITY WORK WITH PROVIDERS (GAS, POWER, COMMUNICATIONS)
2. COORDINATE ANY PUBLIC UTILITY WORK WITH THE CITY OR UTILITY OWNER (SANITARY SEWER, WATER, STORM DRAIN).
3. SMALL OR MINOR IMPROVEMENTS MAY EXIST THAT ARE TO BE DEMOLISHED THAT ARE NOT SHOWN HERE.
4. INTENT IS TO DEMOLISH SITE TO THE EXTENT REQUIRED FOR NEW CONSTRUCTION & LANDSCAPING. CONTRACTORS ARE CAUTIONED & ENCOURAGED TO VERIFY SITE CONDITIONS & EXISTING FEATURES THAT MAY NOT BE SHOWN ON DRAWINGS BUT REQUIRE WORK AND/OR DEMOLITION.
5. LANDSCAPING & IRRIGATION BETWEEN SIDEWALK/TRAIL & TOP BACK OF CURB ALONG RANCHES PARKWAY & PONY EXPRESS PARKWAY TO REMAIN EXCEPT FOR TREES INDICATED TO BE REMOVED. PRESERVE & PROTECT DURING CONSTRUCTION.
6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUE STAKES FOR UTILITY MARKING. DIAL 811.
7. EXISTING UTILITIES MUST BE UTILIZED OR ABANDONED. IF UNDOCUMENTED UTILITIES ARE FOUND DURING CONSTRUCTION CONTRACTOR SHALL CONTACT OWNER & ENGINEER FOR DIRECTION.
8. CONTRACTOR SHALL COORDINATE CLOSELY WITH CITY OF EAGLE MAINTENANCE OFFICIALS, PRIVATE UTILITY COMPANIES TO PROTECT, PRESERVE, & RESTORE EXISTING UTILITIES.
9. CONTRACTOR SHALL PROVIDE ALTERNATE MEANS OF ADA COMPLIANT PEDESTRIAN ACCESS DURING DEMOLITION & IMPROVEMENTS OF ASPHALT TRAIL.

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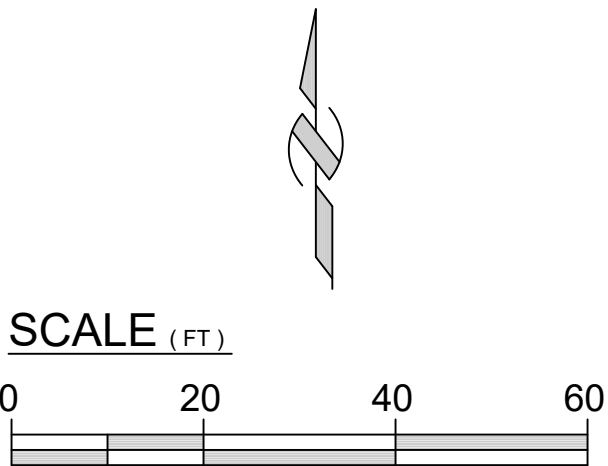




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GENERAL UTILITY NOTES:
1. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUE STAKES FOR UTILITY MARKING. DIAL 811.
2. CONTRACTOR SHALL FOLLOW GUIDELINES & RECOMMENDATIONS OF PROJECT GEOTECHNICAL INVESTIGATION & ALL ADDENDUMS.
3. ALL UTILITY INSTALLATIONS SHALL BE DONE PER LOCAL JURISDICTION AND AGENCY REQUIREMENTS & SPECIFICATIONS.



LEGEND		
PROPOSED	EXISTING	
SD	SD	STORMDRAIN LINE
SS	SS	SANITARY SEWER LINE
W	W	WATER LINE
OHE	OHE	OVERHEAD ELECTRIC LINE
UGE	UGE	UNDERGROUND ELECTRIC LINE
COM	COM	COMMUNICATIONS LINE
G	G	GAS LINE
COND	COND	CONDUIT
		PROPERTY LINE
		EASEMENT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
		STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION)
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		SANITARY SEWER MANHOLE
		ELECTRICAL/TRANSFORMER BOX
		FIRE HYDRANT
		WATER METER & DIAMETER IF KNOWN
		WATER, IRRIGATION, POST INDICATOR VALVES
		FIRE DEPT. CONNECTION
		SITE LIGHT (C500)
		POWER POLE & GUY WIRE
		BOLLARD
		RESTORE CONCRETE, ASPHALT, LANDSCAPING, ETC. AFTER UTILITY INSTALLATION

- KEY TAGS:
- 1) INSTALL SS CLEANOUT (C500)
 - 2) INSTALL WATER VALVE (C500)
 - 3) INSTALL FIRE HYDRANT (FHT C502)
 - 4) INSTALL FIRE DEPARTMENT CONNECTION (FDC) COORDINATE FINAL LOCATION W/FIRE SPRINKLER CONTRACTOR & CONFIRM W/FIRE DEPARTMENT
 - 5) INSTALL 48" SS MANHOLE (C500)
 - 6) INSTALL SEWER LATERAL SERVICE CONNECTION (SLSC1 C502)
 - 7) INSTALL WATER LINE, SETTER, & CAN (WSC1 C502)
 - 8) INSTALL GREASE TRAP/INTERCEPTOR (C500)

EAGLE MOUNTAIN CITY GENERAL NOTES:

- SEWER—
 - PIPE BEDDING: 3/4" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
 - DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
 - SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
 - SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
 - LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY & BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
 - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) & NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
- WATER—
 - VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" & LARGER TO BE BUTTERFLY VALVES.
 - BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
 - DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION. MAX DEPTH 72" FROM FINISHED GRADE.
 - SERVICES & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS & OTHER FITTINGS.
 - SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE & BE DUAL CHECK MODEL, ALSO 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
 - WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT & TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
 - WATER CAN: THE WATER CAN FOR 3/4" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM & 21" INSIDE DIAMETER. WATER CAN FOR 1-1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATION.
 - HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
 - LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, & ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY & BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
 - TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS & HYDRANTS, DO NOT RUN UP VALVE BOXES.
 - WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) & GIS (SHOT IN) BEFORE BACKFILL.
 - VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" SEPARATION FROM STORM DRAIN OR OTHER OBSTACLE/UTILITIES.
 - WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA LUG FOLLOWERS.
 - WATER MAIN LINE: NO DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED IN THE WATER LINES & BEND FITTINGS WILL BE REQUIRED. ALL FITTINGS TO BE MEGA-LUG FITTINGS.

OWNER:
EAGLE 11 LLC.

APPLEBEE'S
AT
RANCHES
CROSSING

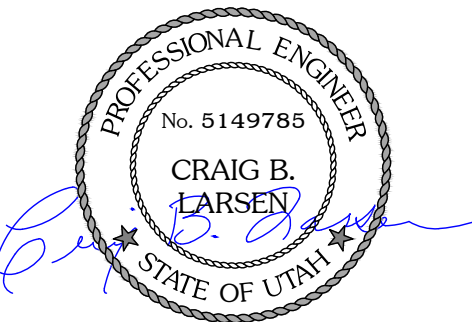
CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH



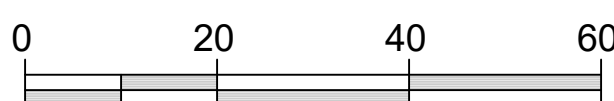
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C	04.04.23	REVIEW COMMENTS

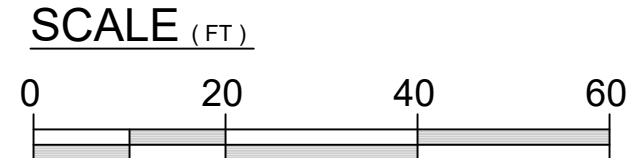
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DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022



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UTILITY PLAN
WAT, SS, ELEC, G
C200





1. POLE LIGHTS: 14 @ 6,724 lm EA. = 94,136 lm
2. DOWNWARD WALL SCONCE: 17 @ 702 lm EA. = 11,934 lm
3. LED DIODE TAPE: 330 LF @ 11 lm/ft = 3,630 lm
4. TOTAL LUMENS: 109,700 lm.
5. ALLOWABLE LUMENS: 100,000/ac. @ 1.14 ac. = 114,000 lm

VIPER by Site

LINE FORMER

MICROSTRIKE OPTICS – ORDERING GUIDE

CATALOG #

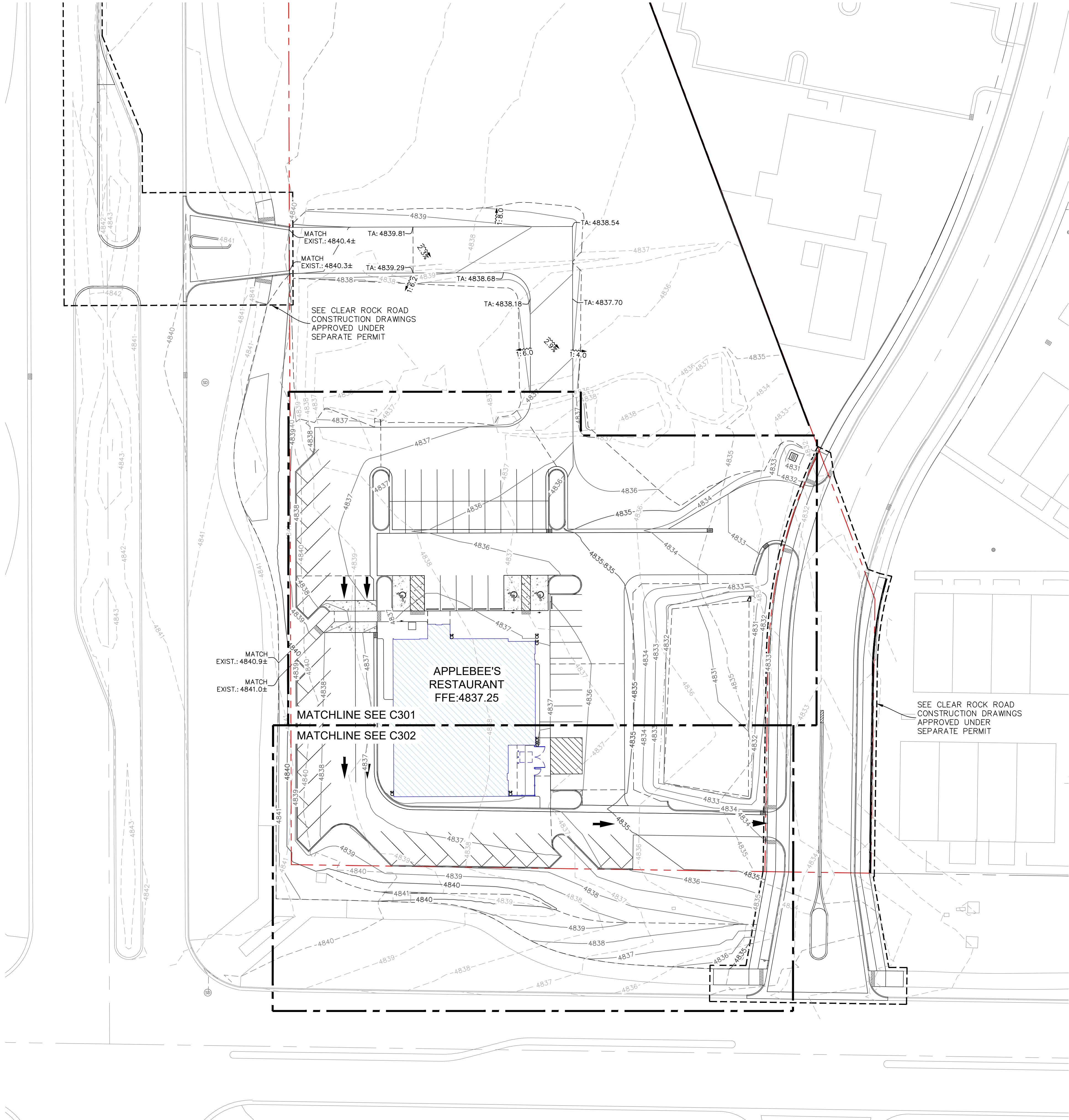
DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

Example VP-2-320L/MS-3K7-2-4-UNV-43-BLT

VP		Data Portout		Size	Light Edge	CCD/CMOS	Distribution	Data Backhaul	Access
Series	VP View	Ports	Portout						
			Micro Site	1 Sq ft	160L/MS 1500 Lumens 160S/ST 7500 Lumens 175L 15000 Lumens 180L 15000 Lumens 180S 18000 Lumens 190L 18000 Lumens 190S 18000 Lumens 200L 24000 Lumens 200S 24000 Lumens 210L 30000 Lumens 210S 30000 Lumens 220L 36000 Lumens 220S 36000 Lumens 230L 42000 Lumens 230S 42000 Lumens 240L 48000 Lumens 240S 48000 Lumens 250L 54000 Lumens 250S 54000 Lumens 260L 60000 Lumens 260S 60000 Lumens 270L 66000 Lumens 270S 66000 Lumens 280L 72000 Lumens 280S 72000 Lumens 290L 78000 Lumens 290S 78000 Lumens 300L 84000 Lumens 300S 84000 Lumens 310L 90000 Lumens 310S 90000 Lumens 320L 96000 Lumens 320S 96000 Lumens 330L 102000 Lumens 330S 102000 Lumens 340L 108000 Lumens 340S 108000 Lumens 350L 114000 Lumens 350S 114000 Lumens 360L 120000 Lumens 360S 120000 Lumens 370L 126000 Lumens 370S 126000 Lumens 380L 132000 Lumens 380S 132000 Lumens 390L 138000 Lumens 390S 138000 Lumens 400L 144000 Lumens 400S 144000 Lumens 410L 150000 Lumens 410S 150000 Lumens 420L 156000 Lumens 420S 156000 Lumens 430L 162000 Lumens 430S 162000 Lumens 440L 168000 Lumens 440S 168000 Lumens 450L 174000 Lumens 450S 174000 Lumens 460L 180000 Lumens 460S 180000 Lumens 470L 186000 Lumens 470S 186000 Lumens 480L 192000 Lumens 480S 192000 Lumens 490L 198000 Lumens 490S 198000 Lumens 500L 204000 Lumens 500S 204000 Lumens 510L 210000 Lumens 510S 210000 Lumens 520L 216000 Lumens 520S 216000 Lumens 530L 222000 Lumens 530S 222000 Lumens 540L 228000 Lumens 540S 228000 Lumens 550L 234000 Lumens 550S 234000 Lumens 560L 240000 Lumens 560S 240000 Lumens 570L 246000 Lumens 570S 246000 Lumens 580L 252000 Lumens 580S 252000 Lumens 590L 258000 Lumens 590S 258000 Lumens 600L 264000 Lumens 600S 264000 Lumens 610L 270000 Lumens 610S 270000 Lumens 620L 276000 Lumens 620S 276000 Lumens 630L 282000 Lumens 630S 282000 Lumens 640L 288000 Lumens 640S 288000 Lumens 650L 294000 Lumens 650S 294000 Lumens 660L 300000 Lumens 660S 300000 Lumens 670L 306000 Lumens 670S 306000 Lumens 680L 312000 Lumens 680S 312000 Lumens 690L 318000 Lumens 690S 318000 Lumens 700L 324000 Lumens 700S 324000 Lumens 710L 330000 Lumens 710S 330000 Lumens 720L 336000 Lumens 720S 336000 Lumens 730L 342000 Lumens 730S 342000 Lumens 740L 348000 Lumens 740S 348000 Lumens 750L 354000 Lumens 750S 354000 Lumens 760L 360000 Lumens 760S 360000 Lumens 770L 366000 Lumens 770S 366000 Lumens 780L 372000 Lumens 780S 372000 Lumens 790L 378000 Lumens 790S 378000 Lumens 800L 384000 Lumens 800S 384000 Lumens 810L 390000 Lumens 810S 390000 Lumens 820L 396000 Lumens 820S 396000 Lumens 830L 402000 Lumens 830S 402000 Lumens 840L 408000 Lumens 840S 408000 Lumens 850L 414000 Lumens 850S 414000 Lumens 860L 420000 Lumens 860S 420000 Lumens 870L 426000 Lumens 870S 426000 Lumens 880L 432000 Lumens 880S 432000 Lumens 890L 438000 Lumens 890S 438000 Lumens 900L 444000 Lumens 900S 444000 Lumens 910L 450000 Lumens 910S 450000 Lumens 920L 456000 Lumens 920S 456000 Lumens 930L 462000 Lumens 930S 462000 Lumens 940L 468000 Lumens 940S 468000 Lumens 950L 474000 Lumens 950S 474000 Lumens 960L 480000 Lumens 960S 480000 Lumens 970L 486000 Lumens 970S 486000 Lumens 980L 492000 Lumens 980S 492000 Lumens 990L 498000 Lumens 990S 498000 Lumens 1000L 504000 Lumens 1000S 504000 Lumens 1010L 510000 Lumens 1010S 510000 Lumens 1020L 516000 Lumens 1020S 516000 Lumens 1030L 522000 Lumens 1030S 522000 Lumens 1040L 528000 Lumens 1040S 528000 Lumens 1050L 534000 Lumens 1050S 534000 Lumens 1060L 540000 Lumens 1060S 540000 Lumens 1070L 546000 Lumens 1070S 546000 Lumens 1080L 552000 Lumens 1080S 552000 Lumens 1090L 558000 Lumens 1090S 558000 Lumens 1100L 564000 Lumens 1100S 564000 Lumens 1110L 570000 Lumens 1110S 570000 Lumens 1120L 576000 Lumens 1120S 576000 Lumens 1130L 582000 Lumens 1130S 582000 Lumens 1140L 588000 Lumens 1140S 588000 Lumens 1150L 594000 Lumens 1150S 594000 Lumens 1160L 600000 Lumens 1160S 600000 Lumens 1170L 606000 Lumens 1170S 606000 Lumens 1180L 612000 Lumens 1180S 612000 Lumens 1190L 618000 Lumens 1190S 618000 Lumens 1200L 624000 Lumens 1200S 624000 Lumens 1210L 630000 Lumens 1210S 630000 Lumens 1220L 636000 Lumens 1220S 636000 Lumens 1230L 642000 Lumens 1230S 642000 Lumens 1240L 648000 Lumens 1240S 648000 Lumens 1250L 654000 Lumens 1250S 654000 Lumens 1260L 660000 Lumens 1260S 660000 Lumens 1270L 666000 Lumens 1270S 666000 Lumens 1280L 672000 Lumens 1280S 672000 Lumens 1290L 678000 Lumens 1290S 678000 Lumens 1300L 684000 Lumens 1300S 684000 Lumens 131				

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

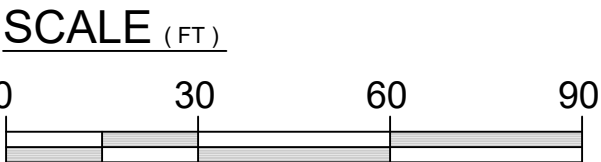
A circular professional engineer seal for the State of Utah. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "STATE OF UTAH" at the bottom, separated by two stars. The center of the seal contains the text "No. 5149785" and "CRAIG B. LARSEN". A blue ink signature, "Craig B. Larsen", is written across the seal.



LEGEND		
PROPOSED	EXISTING	
		MAJOR CONTOUR
		MINOR CONTOUR
		DITCH BANK, FLOWLINE
		BUILDING/STRUCTURE
		CURB, GUTTER
		PROPERTY LINE
		GRADE BREAK LINE/CONVERGENCE POINT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
		STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION)
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		100 YR. STORM WATER SURFACE
		ADA TRUNCATED DOMES

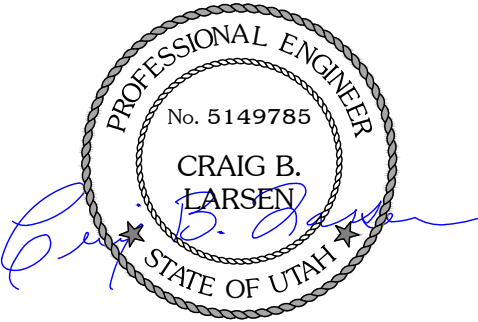
- KEY TAGS:
- ① ADA ZONE/LANDING, SLOPE < 2% IN ANY DIRECTION
 - ② INSTALL ADA RAMP $\frac{9}{C50}$
 - ③ LOW BACK CURB, PROVIDE TRUNCATED DOMES WHEN SHOWN PER PLAN
 - ④ TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24", TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE.

DESIGN ELEVATION CALLOUT NOTIFICATION:
TA & TC LABELS REFER TO THE LOWER
ELEVATION WHEN LABEL IS PLACED AT A
POINT OF ABRUPT VERTICAL CHANGE (FACE
OF CURB, FACE OF DROP SIDEWALK, ETC.)



Rev.	Date	Comment
A	12.02.22	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022

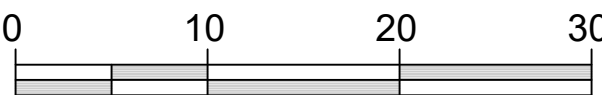


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OVERALL
GRADING PLAN
C300



SCALE (FT)



DESIGN ELEVATION CALLOUT NOTIFICATION:

TA & TC LABELS REFER TO THE LOWER ELEVATION WHEN LABEL IS PLACED AT A POINT OF ABRUPT VERTICAL CHANGE (FACE OF CURB, FACE OF DROP SIDEWALK, ETC.)

KEY TAGS:

- ① ADA ZONE/LANDING, SLOPE < 2% IN ANY DIRECTION
- ② INSTALL ADA RAMP
- ③ LOW BACK CURB, PROVIDE TRUNCATED DOMES WHEN SHOWN PER PLAN
- ④ TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24", TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE.

LEGEND

PROPOSED	EXISTING	
		MAJOR CONTOUR
		MINOR CONTOUR
		DITCH BANK FLOWLINE
		BUILDING/STRUCTURE
		CURB, GUTTER
		PROPERTY LINE
		GRADE BREAK LINE/CONVERGENCE POINT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
		STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION)
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		100 YR. STORM WATER SURFACE
		ADA TRUNCATED DOMES



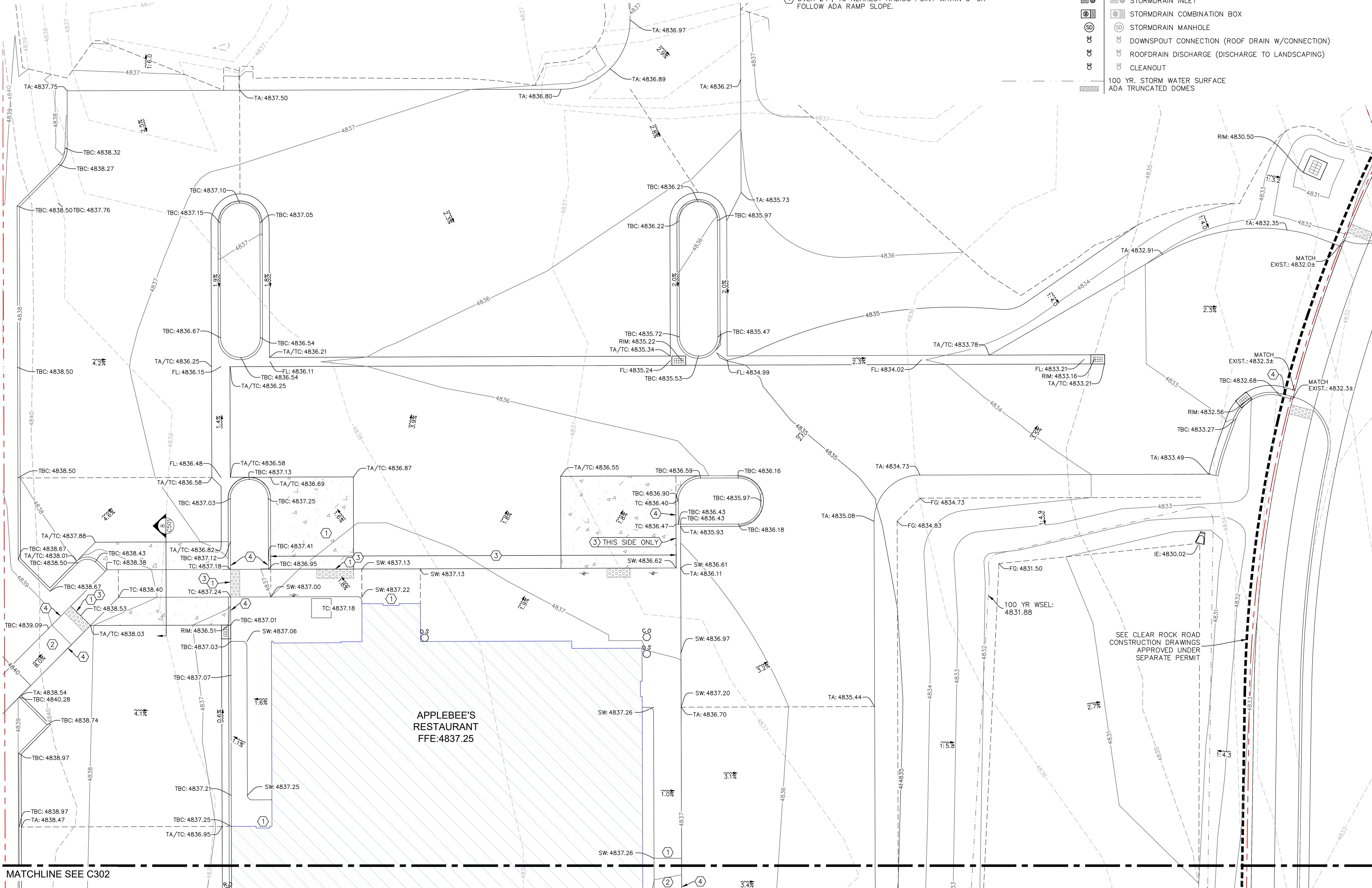
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APPLEBEE'S
AT
RANCHES
CROSSING

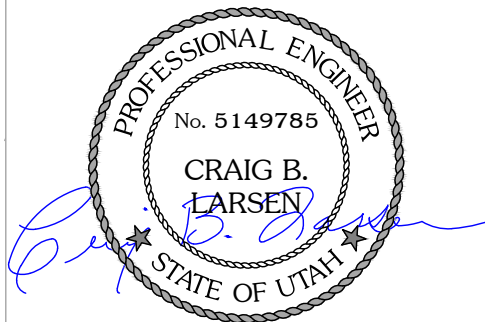
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SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH



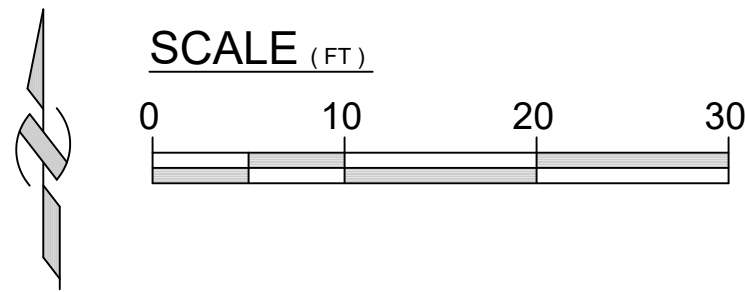
Rev.	Date	Comment
A	12.02.22	REVIEW COMMENTS
C	03.29.23	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022



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GRADING PLAN
NORTH
C301



DESIGN ELEVATION CALLOUT NOTIFICATION:
TA & TC LABELS REFER TO THE LOWER
ELEVATION WHEN LABEL IS PLACED AT A
POINT OF ABRUPT VERTICAL CHANGE (FACE
OF CURB, FACE OF DROP SIDEWALK, ETC.)

- KEY TAGS:
- ① ADA ZONE/LANDING, SLOPE < 2% IN ANY DIRECTION
 - ② INSTALL ADA RAMP
 - ③ LOW BACK CURB, PROVIDE TRUNCATED DOMES WHEN SHOWN PER PLAN
 - ④ TRANSITION FROM LOWBACK TO HIGHBACK CURB OVER 24", TO NEAREST RADIUS POINT WITHIN 5' OR FOLLOW ADA RAMP SLOPE.

LEGEND		
PROPOSED	EXISTING	
		MAJOR CONTOUR
		MINOR CONTOUR
		DITCH BANK FLOWLINE
		BUILDING/STRUCTURE
		CURB, GUTTER
		PROPERTY LINE
		GRADE BREAK LINE/CONVERGENCE POINT
		STORMDRAIN INLET
		STORMDRAIN COMBINATION BOX
		STORMDRAIN MANHOLE
		DOWNSPOUT CONNECTION (ROOF DRAIN W/CONNECTION)
		ROOFDRAIN DISCHARGE (DISCHARGE TO LANDSCAPING)
		CLEANOUT
		100 YR. STORM WATER SURFACE
		ADA TRUNCATED DOMES

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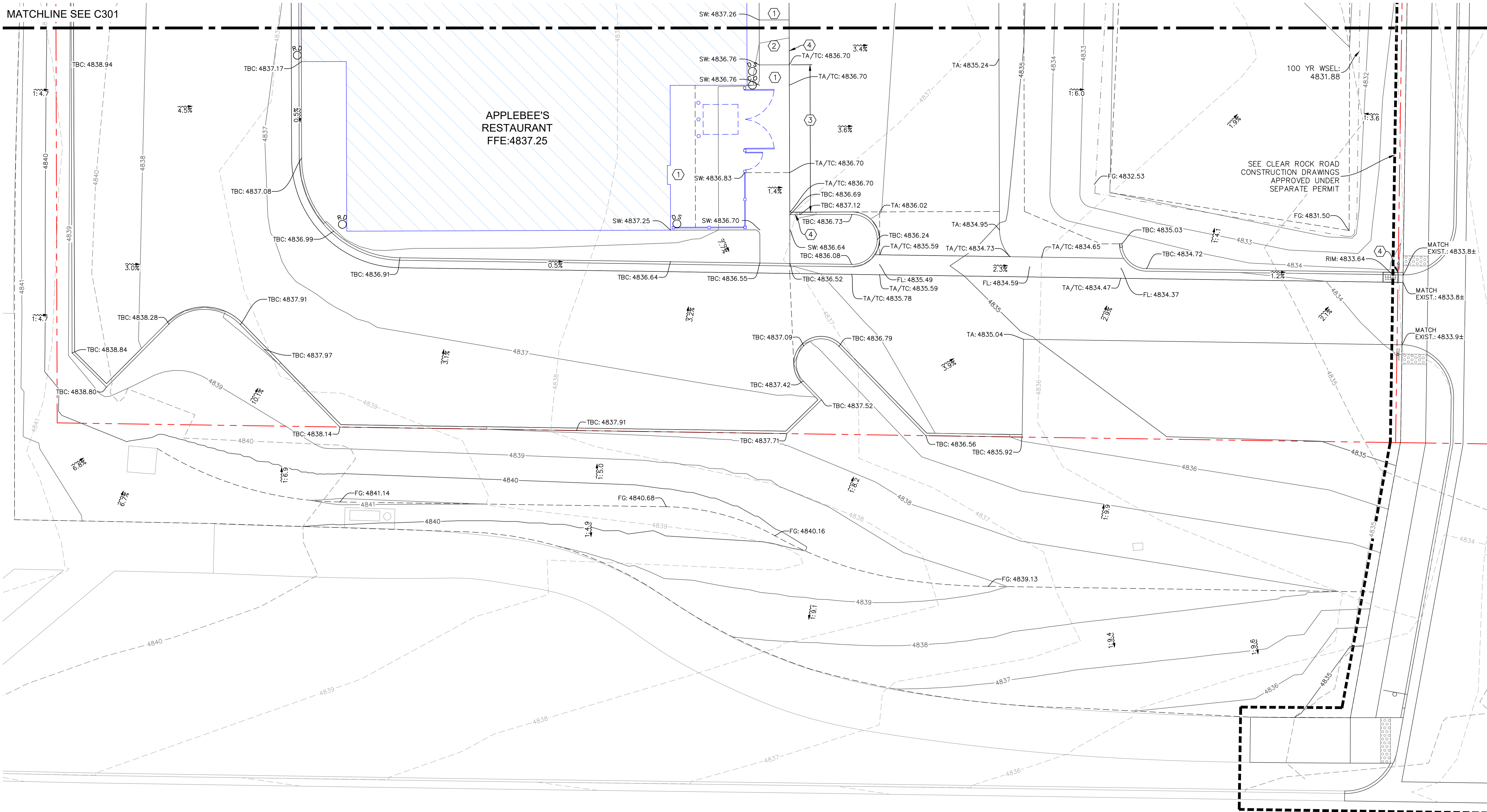
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APPLEBEE'S
AT
RANCHES
CROSSING

CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH



811 Know what's below.
Call before you dig.

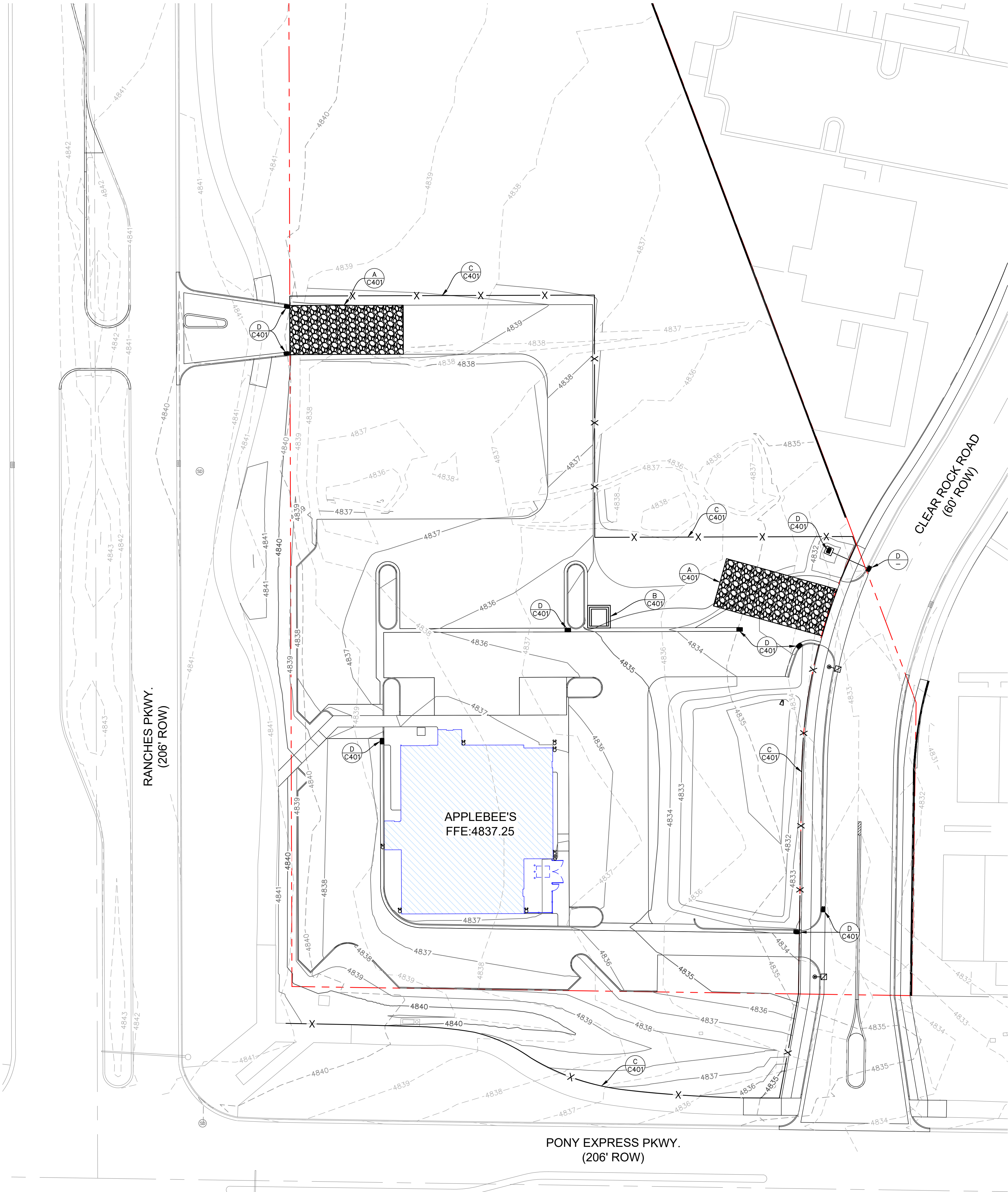
Rev.	Date	Comment
A	12.02.22	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

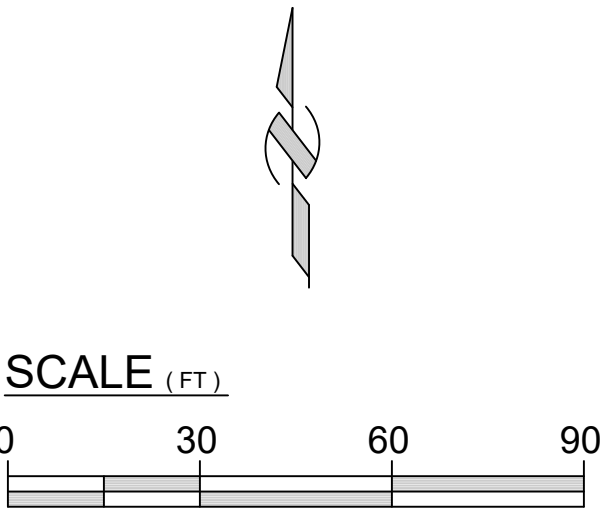
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GRADING PLAN
SOUTH
C302



LEGEND		
PROPOSED	EXISTING	
SD	SD	STORMDRAIN LINE
-1775	-1775	PROPERTY LINE
-1776	-1776	MAJOR CONTOUR
		MINOR CONTOUR
X		DITCH BANK, FLOWLINE
		SILT FENCE, STRAW WATTLE
	STRAW BAIL	
	GRAVEL BAG	
	STORMDRAIN INLET	
	STORMDRAIN COMBINATION BOX	
	STORMDRAIN MANHOLE	
	DOWNSPOUT CONNECTION	

- (A) C400 CONSTRUCT VEHICLE TRACKING CONTROL ENTRANCE, LOCATION TO BE DETERMINED BY CONTRACTOR THROUGHOUT PROJECT FOR PRACTICALITY
- (B) C400 CONSTRUCT CONCRETE WASHOUT FACILITY, LOCATION(S) TO BE DETERMINED BY CONTRACTOR THROUGHOUT PROJECT FOR PRACTICALITY, CLEAN & DISPOSE OF EXCESS MATERIAL AS NECESSARY IN A LAWFUL MANNER
- (C) C400 INSTALL SILT FENCE, STRAW WATTLE OR BALE EROSION CONTROL BARRIER AT ALL LOCATIONS WHERE STORMWATER RUNOFF MAY FLOW OFF-SITE
- (D) C400 PLACE GRAVEL BAGS & INLET PROTECTION, OVER PROPOSED & EXISTING INLETS & STREET GUTTERS UNTIL COMPLETION OF SITE CONSTRUCTION & LANDSCAPING (TYP. ALL INLETS)
- (E) C400 CONTRACTOR SHALL INSTALL SWPPP SIGN IN LOCATION SELECTED BY CITY INSPECTOR OR CONTRACTOR.



Ldg

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APPLEBEE'S
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SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH

811

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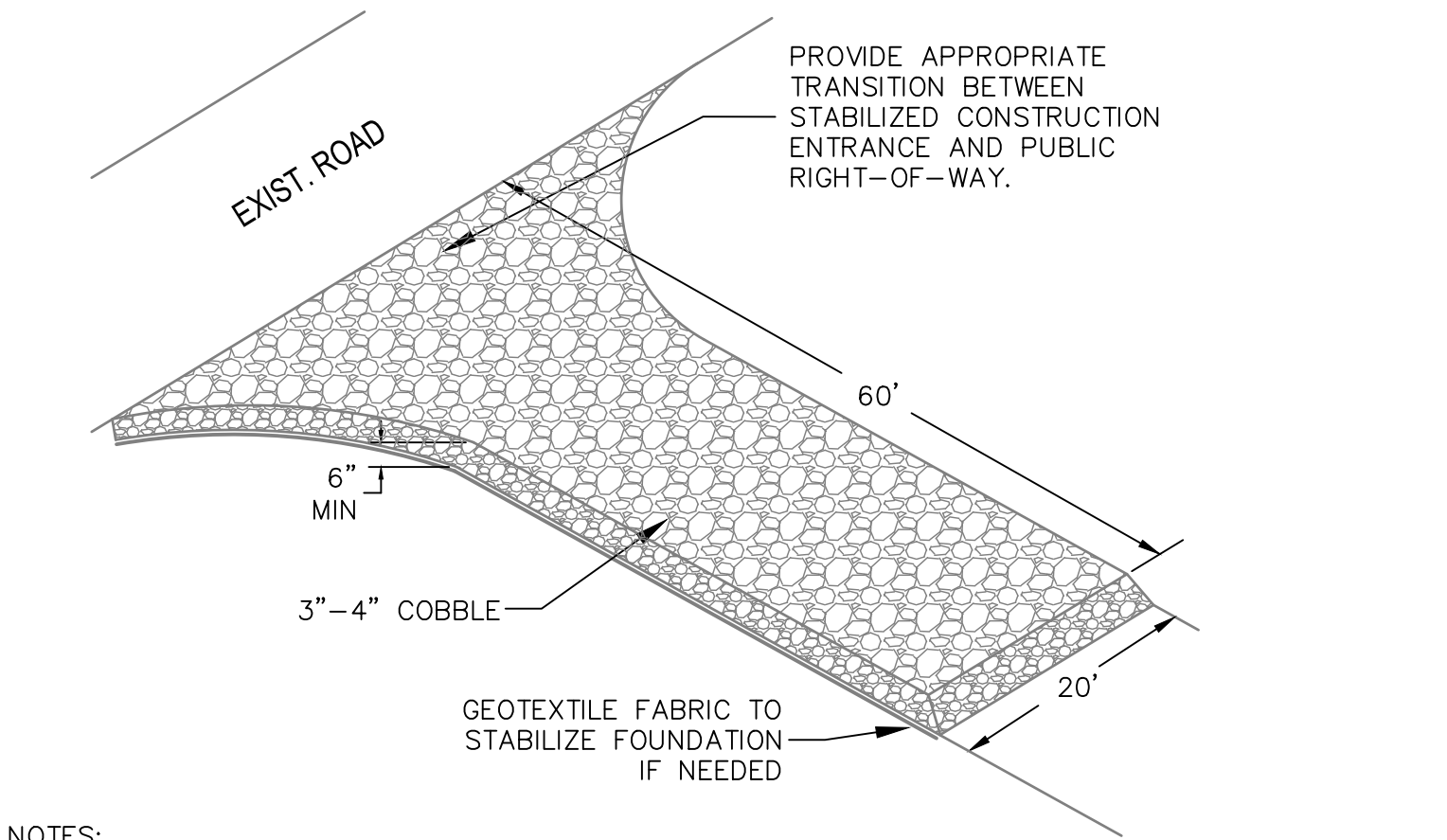
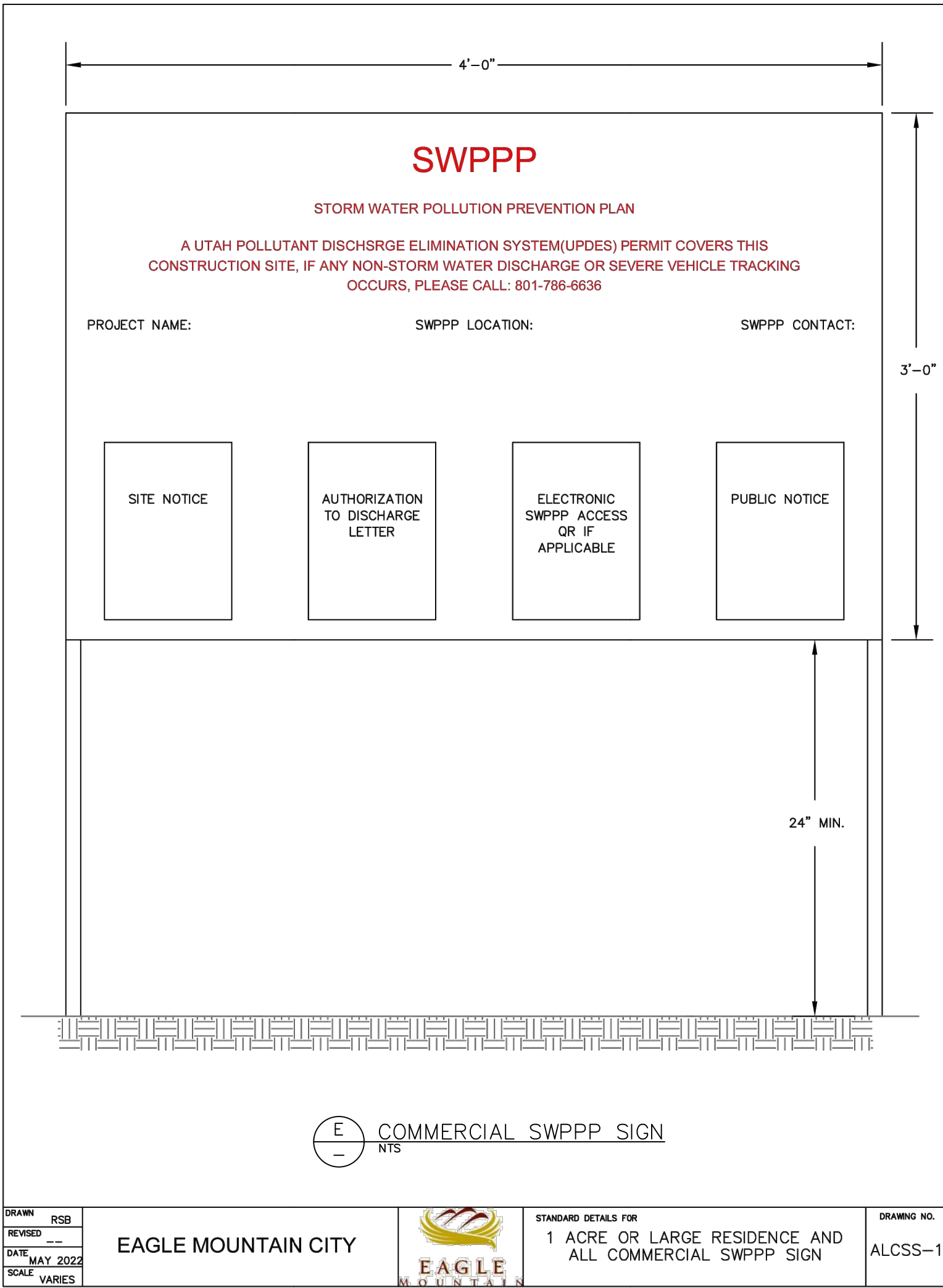
Rev.	Date	Comment
A	12.02.22	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022

PROFESSIONAL ENGINEER
No. 5149785
CRAIG B. LARSEN
STATE OF UTAH

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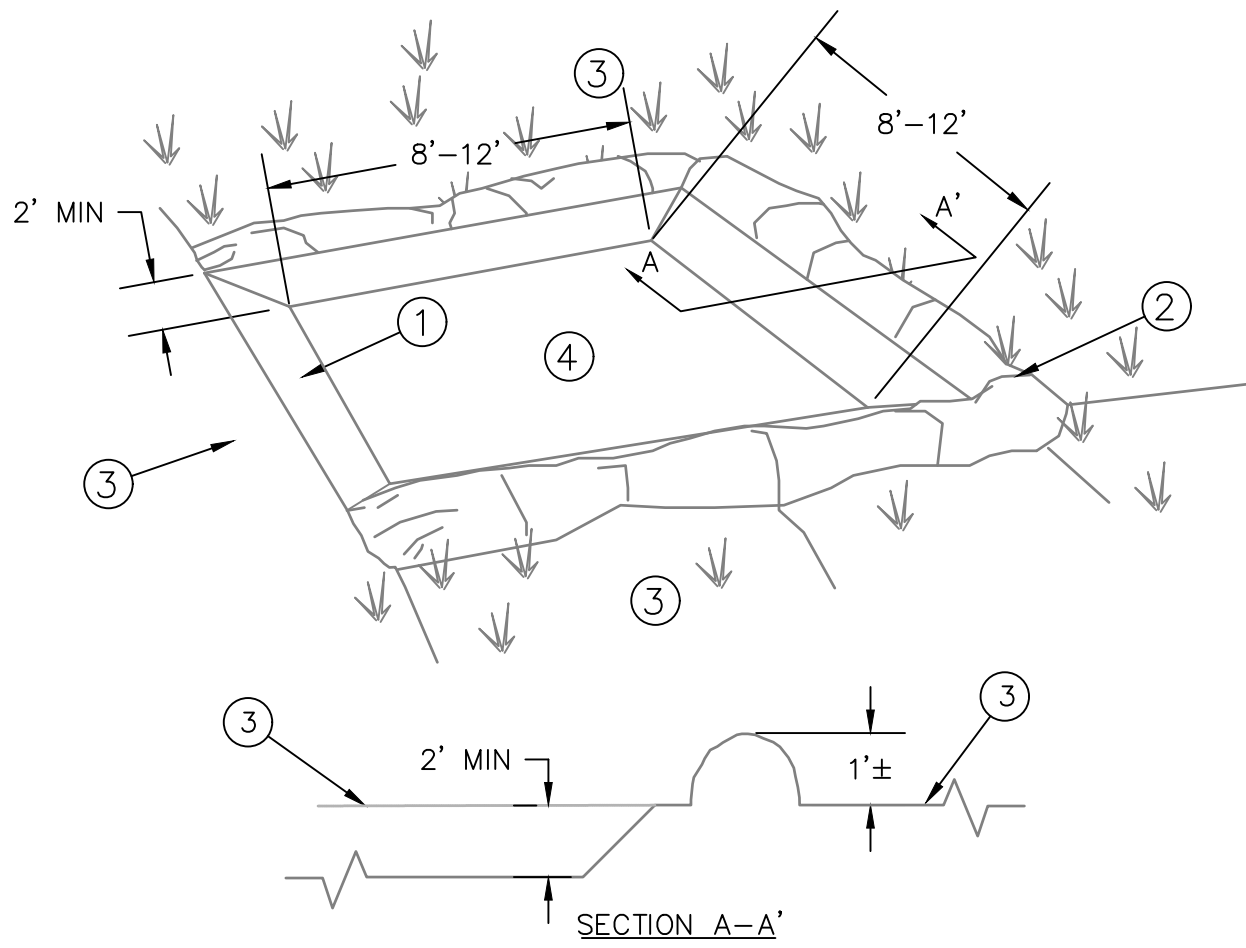
SWPPP
C400



NOTES:

1. STONE SIZE: 3"-4" OPEN GRADEROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50'.
3. THICKNESS: NOT LESS THAN 6"
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

(A) VEHICLE TRACKING CONTROL
NTS

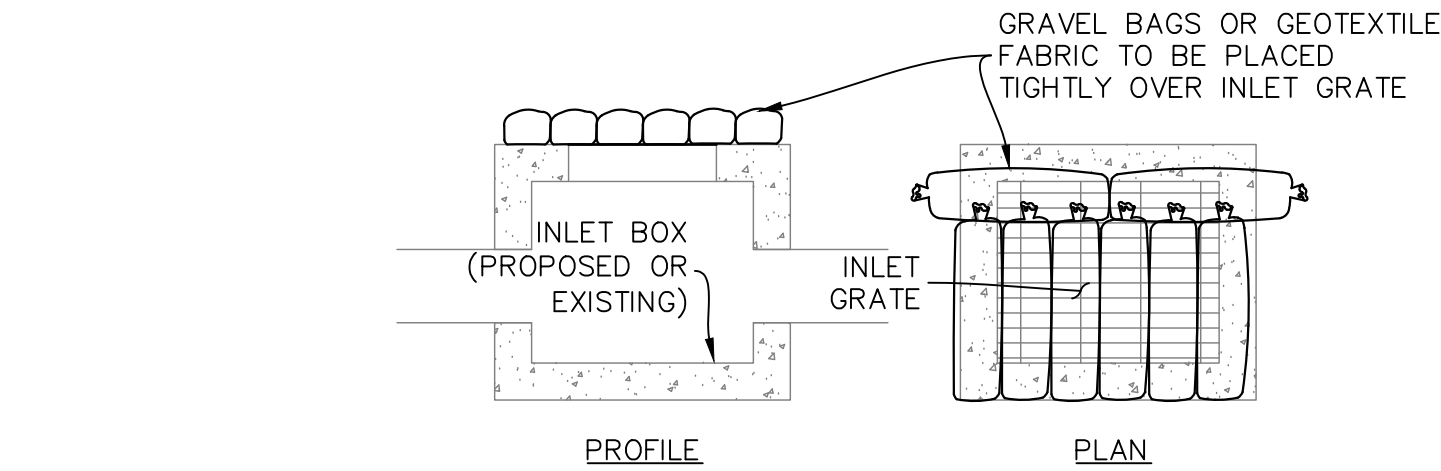


- 1 EXCAVATE 2' DEPTH MIN.
- 2 EXCAVATED MATERIAL TO FORM BERM ±1'
- 3 EXISTING GRADE
- 4 PIT SHALL BE LINED WITH LEAK PROOF SHEETING OR WASHOUT SHALL BE A LEAKPROOF CONTAINER

NOTE:

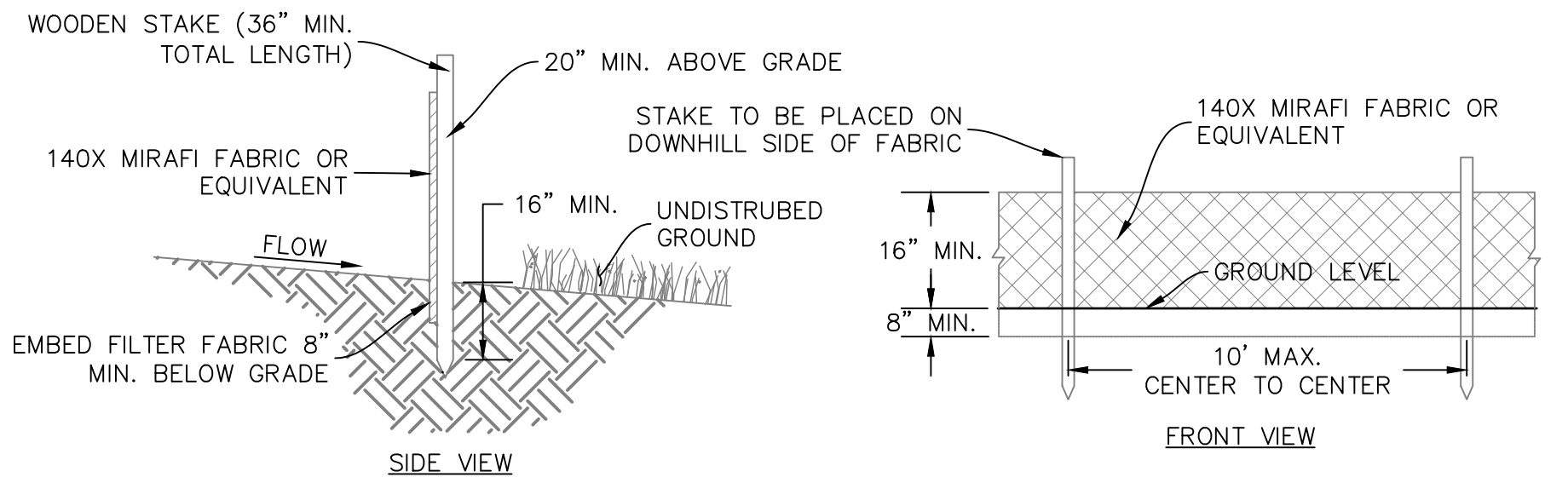
1. INSPECT PERIODICALLY AND CLEAN OUT CONCRETE BEFORE IT REACHES THE BOTTOM OF THE EARTH BERM.
2. DISPOSE OF CONCRETE OFF-SITE IN LAWFUL MANNER RESTORE AREA TO ORIGINAL GRADE AT END OF JOB.
3. FOR WASHING APPLICATORS AND CONTAINERS USED FOR STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, OR OTHER MATERIALS: DIRECT WASH WATER INTO A LEAK-PROOF CONTAINER OR LEAK-PROOF AND LINED PIT DESIGNED SO THAT NO OVERFLOWS CAN OCCUR DUE TO INADEQUATE SIZING OR PRECIPITATION.

(B) CONCRETE WASHOUT BASIN
NTS



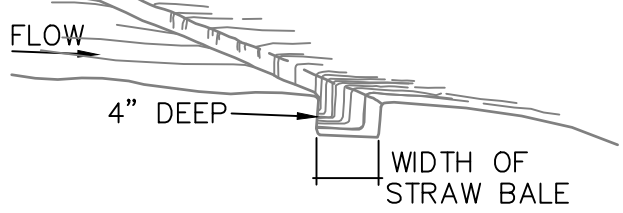
NOTE:
INLET PROTECTION TO MEET OR EXCEED ASTM D8057 PER CITY CODE 15.50.070.

(D) GRAVEL BAGS
NTS



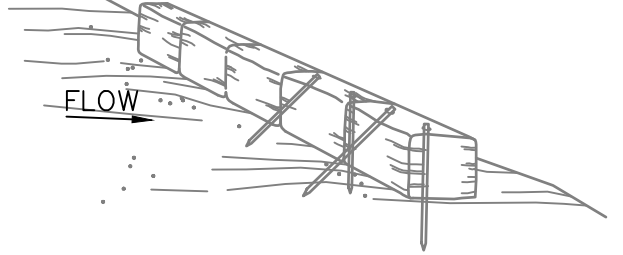
SILT FENCE

1. DIG A 4" BY 2' TRENCH. ALIGN TRENCH PARALLEL TO CONTOURS BUT CURVED SLIGHTLY UPHILL SO RUNOFF CANNOT ESCAPE AROUND THE END BALES. (SEE #2 BELOW)



2. PLACE BALES IN TRENCH WITH ENDS TIGHTLY ABUTTED.
- FLOW
- CORRECT
- INCORRECT

3. ANCHOR EACH BALE WITH 2 STAKES HAMMERED 11/2' TO 2' INTO THE GROUND. ANGLE THE FIRST STAKE IN EACH BALE TOWARDS THE PREVIOUSLY LAID BALE.

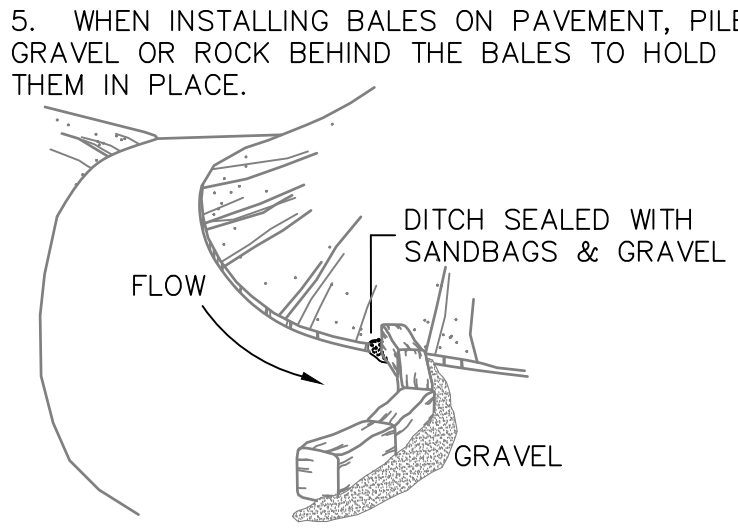
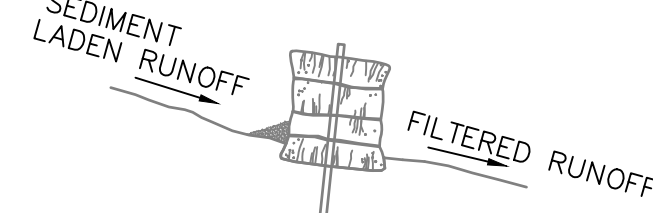


NOTES:

1. INSPECT PERIODICALLY AND AFTER EACH STORM. REPLACE DAMAGED WATTLES & BALES; RE-ANCHOR DISPLACED ONES. CLEAN OUT SEDIMENT BEFORE IT REACHES THE TOP OF THE WADDLES & BALES. DEPOSIT THE REMOVED SEDIMENT WHERE IT WILL NOT ENTER A DRAINAGE WAY.
2. MATERIALS:
 - 2.1. 9"ø STRAW WATTLES BOUND WITH NETTING & TWINE, STRAW BALES BOUND WITH TWINE, WOOD STAKES 5' O.C. (2X2, 2' LONG) OR STEEL PICKETS.
 - OR
 - 2.2. STRAW BALES BOUND WITH TWINE, WOOD STAKES (2X2, 4' LONG) OR STEEL PICKETS, 2 STAKES PER BALE.

STRAW WATTLE/BALE

4. WEDGE LOOSE STRAW BETWEEN BALES. BACKFILL AND COMPACT THE EXCAVATED SOIL AGAINST THE UPHILL SIDE OF THE BARRIER.



(C) SILT FENCE, STRAW WATTLE OR BALE EROSION CONTROL
NTS

OWNER:
EAGLE 11 LLC.

APPLEBEE'S
AT
RANCHES
CROSSING

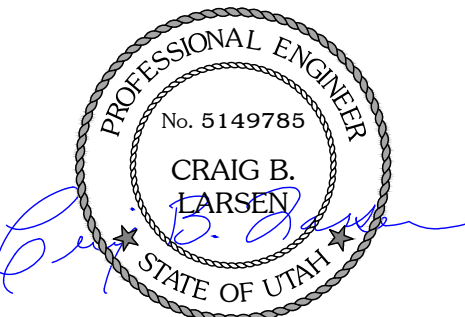
CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH



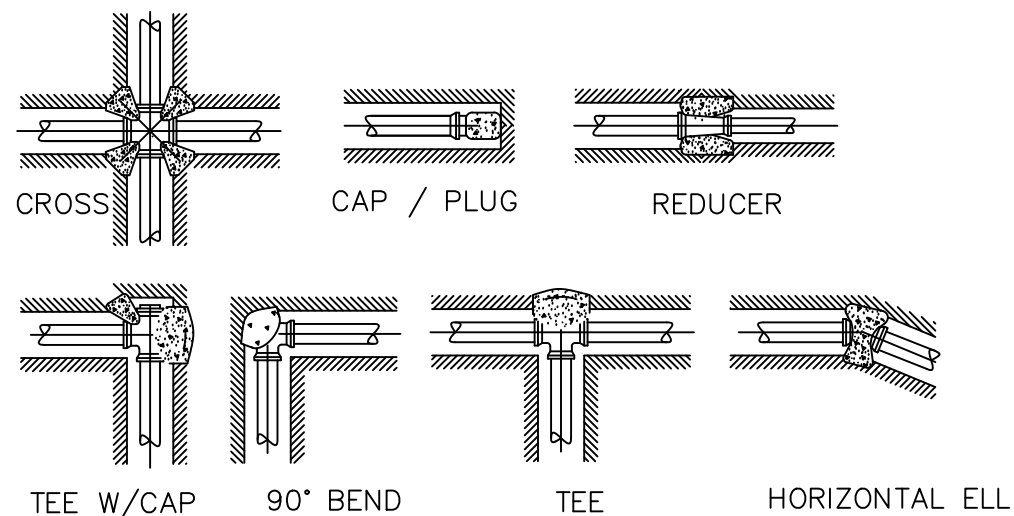
Rev.	Date	Comment
C	04.04.23	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: SEP. 26, 2022



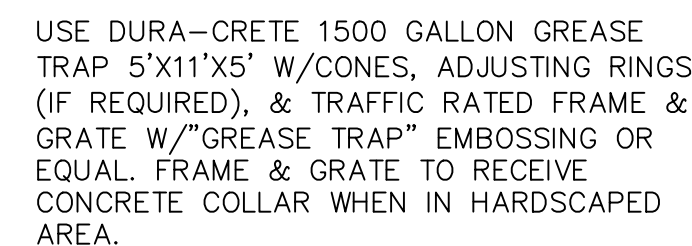
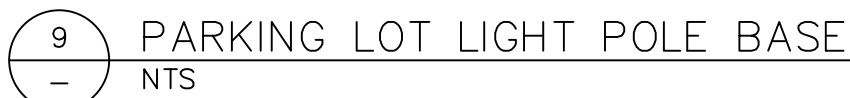
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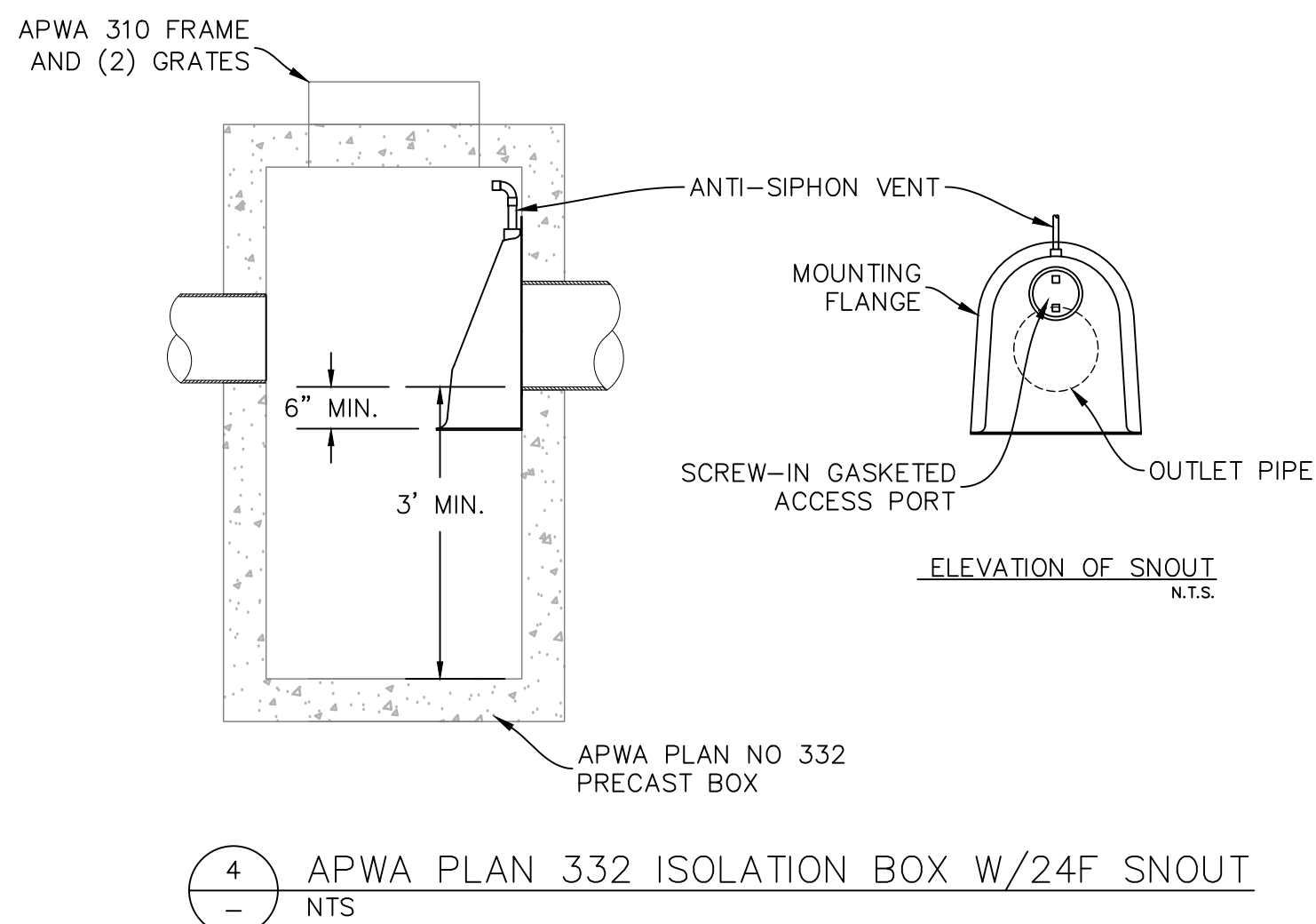
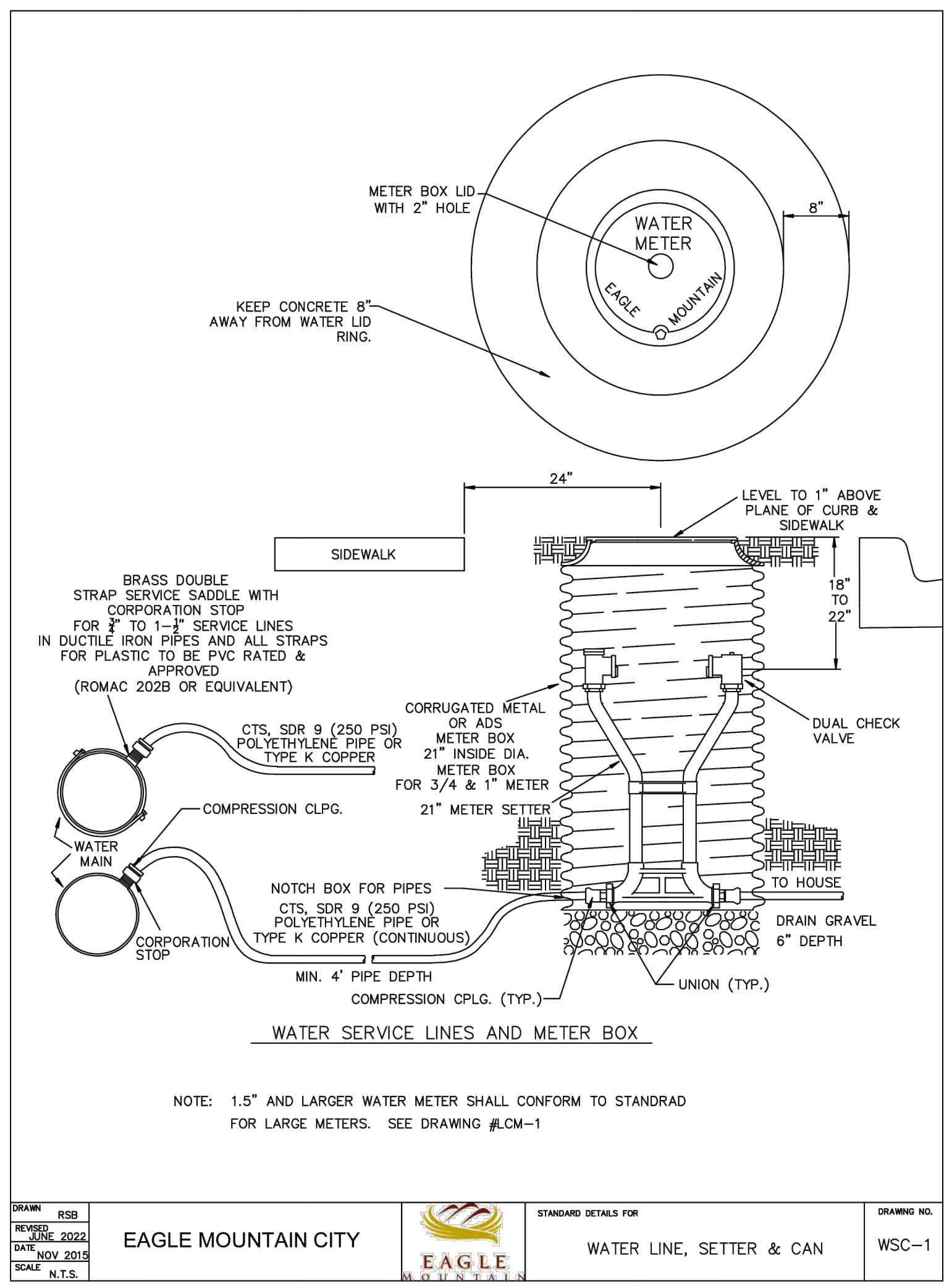
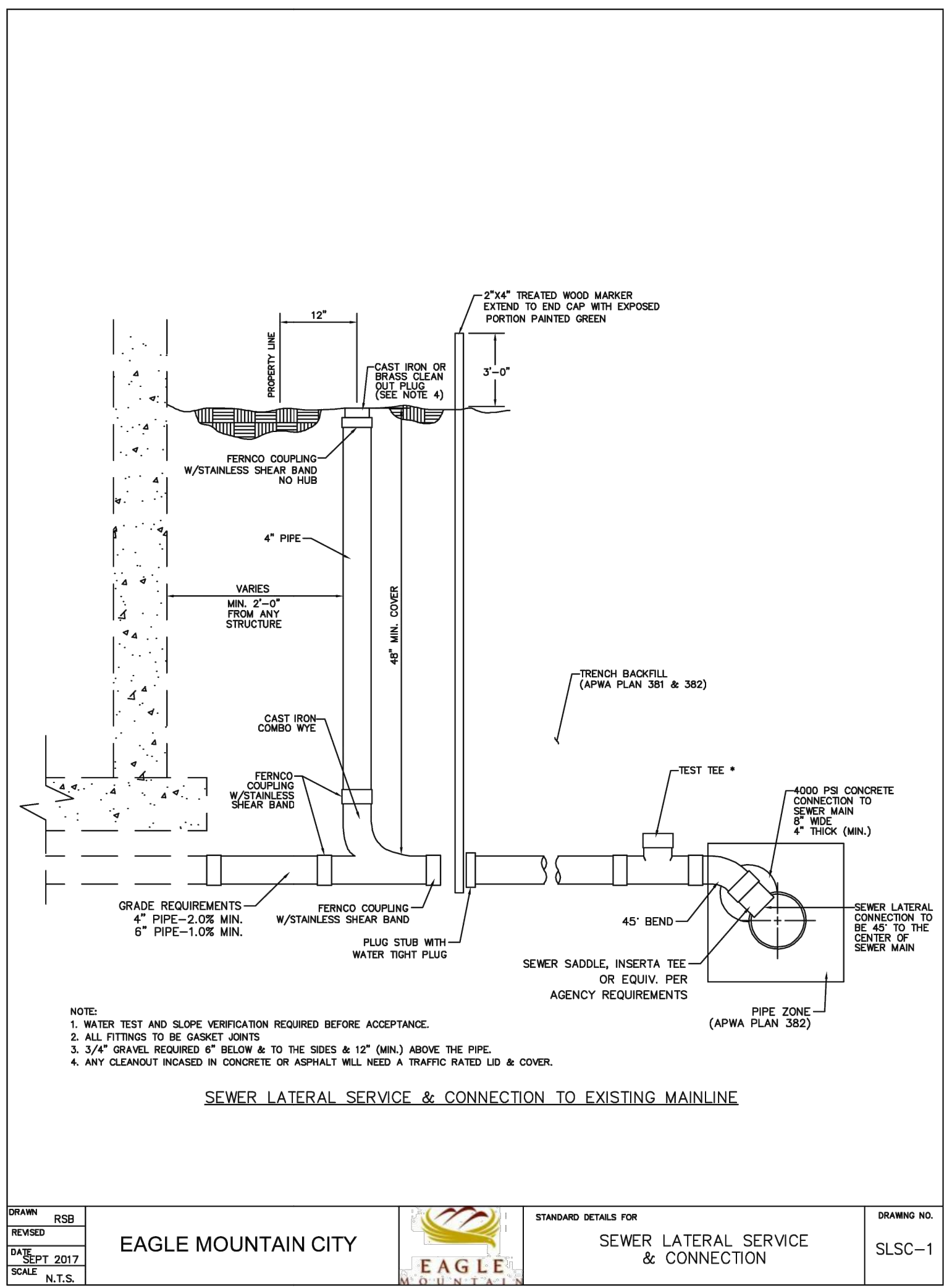
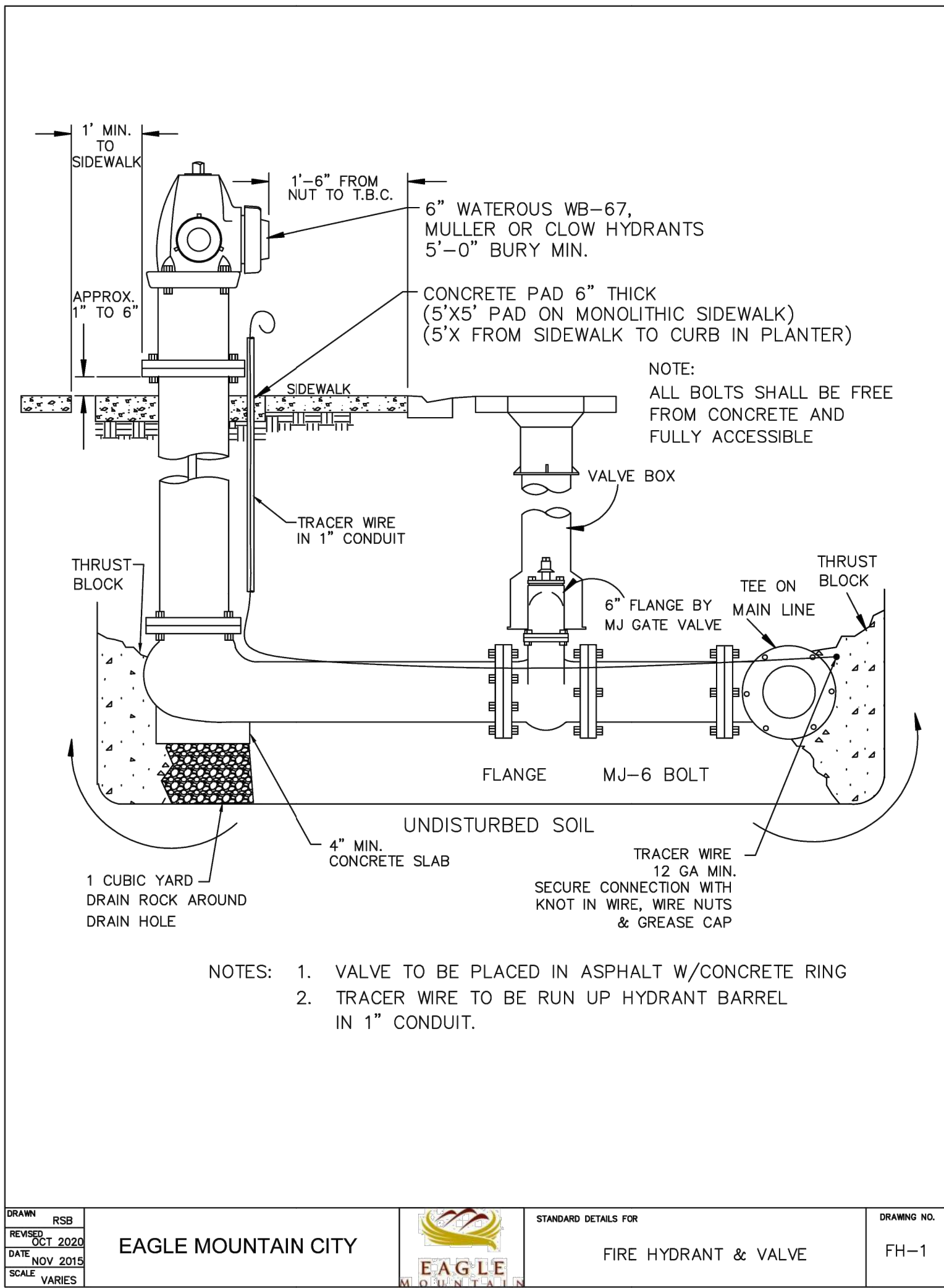
SWPPP
DETAILS
C401



MINIMUM BEARING AREA IN SQUARE FEET										
FITTING SIZE	TEE, WYE PLUG OR CAP	90° BEND PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22 1/2° BEND	11 1/4° BEND	45° VERT BEND* (CU YDS.)	22 1/2° VERT BEND (CU YDS.)	11 1/4° VERT BEND* (CU YDS.)
			A1	A2						
4"	2.4	3.3	3.3	1.5	1.8	0.9	0.5	1.2	0.5	0.2
6"	5.3	7.5	7.5	5.6	4.1	2.1	1.0	1.9	1.0	0.5
8"	9.4	13.3	13.3	10.0	7.2	3.7	1.8	3.4	1.8	0.9
10"	14.7	20.8	20.8	17.5	11.3	5.7	2.9	5.3	2.9	1.5
12"	21.2	30.0	30.0	26.7	16.2	8.3	4.2	7.7	4.1	2.1
14"	28.9	40.8	40.8	33.3	22.1	11.3	5.7	10.4	5.6	2.9
16"	37.7	53.3	53.3	45.8	28.9	14.7	7.4	13.6	7.4	3.8
18"	47.7	67.5	67.5	60.0	36.5	18.6	9.4	17.2	9.3	4.8

1. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH OR STRUCTURAL BACKFILL APPROVED BY ENGINEER.
2. KEEP CONCRETE CLEAR OF JOINT AND ACCESSORIES.
3. REQUIRED BEARING AREAS AT FITTINGS SHALL BE AS REQUIRED IN NOTE 7 TO CONFORM TO TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES) STATED IN THE SPECIFICATIONS.
4. BEARING AREAS AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER BEARING AREAS AND BLOCKING DETAILS SHOWN ON THIS TYPICAL DETAIL.
5. ALL BURIED PIPES EXCEPT FLANGED, SCREWED, SOCKET WELD PVC OR WELDED STEEL PIPE SPECIFIED TO BE PRESSURE RATED SHALL BE PROVIDED WITH CONCRETE THRUST BLOCKS AT ALL DIRECTION CHANGES UNLESS OTHERWISE NOTED.
6. THRUST BLOCKS SHALL NOT BE LOCATED OR SIZED TO ENCASE ADJACENT PIPES OR FITTINGS.
7. BEARING AREAS ARE BASED ON TEST PRESSURE OF 250 P.S.I. AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 POUNDS PER SQUARE FOOT.





LEGACY DESIGN GROUP

ABERDEEN, SD

SALT LAKE CITY, UT

385.501.7371

Ldg

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OWNER:

EAGLE 11 LLC.

APPLEBEE'S

AT

RANCHES

CROSSING

CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5

SOUTH, RANGE 1 WEST

EAGLE MOUNTAIN,

UTAH COUNTY, UTAH

811

Know what's below.

Call before you dig.

Rev.	Date	Comment
D	05.08.23	REVIEW COMMENTS

DRAWN BY: DRS

DESIGN BY: CBL

ORIG. ISSUE DATE: SEP. 26, 2022

PROFESSIONAL ENGINEER

No. 5149785

CRAIG B. LARSEN

STATE OF UTAH

5/8/2023 5:19:27 PM

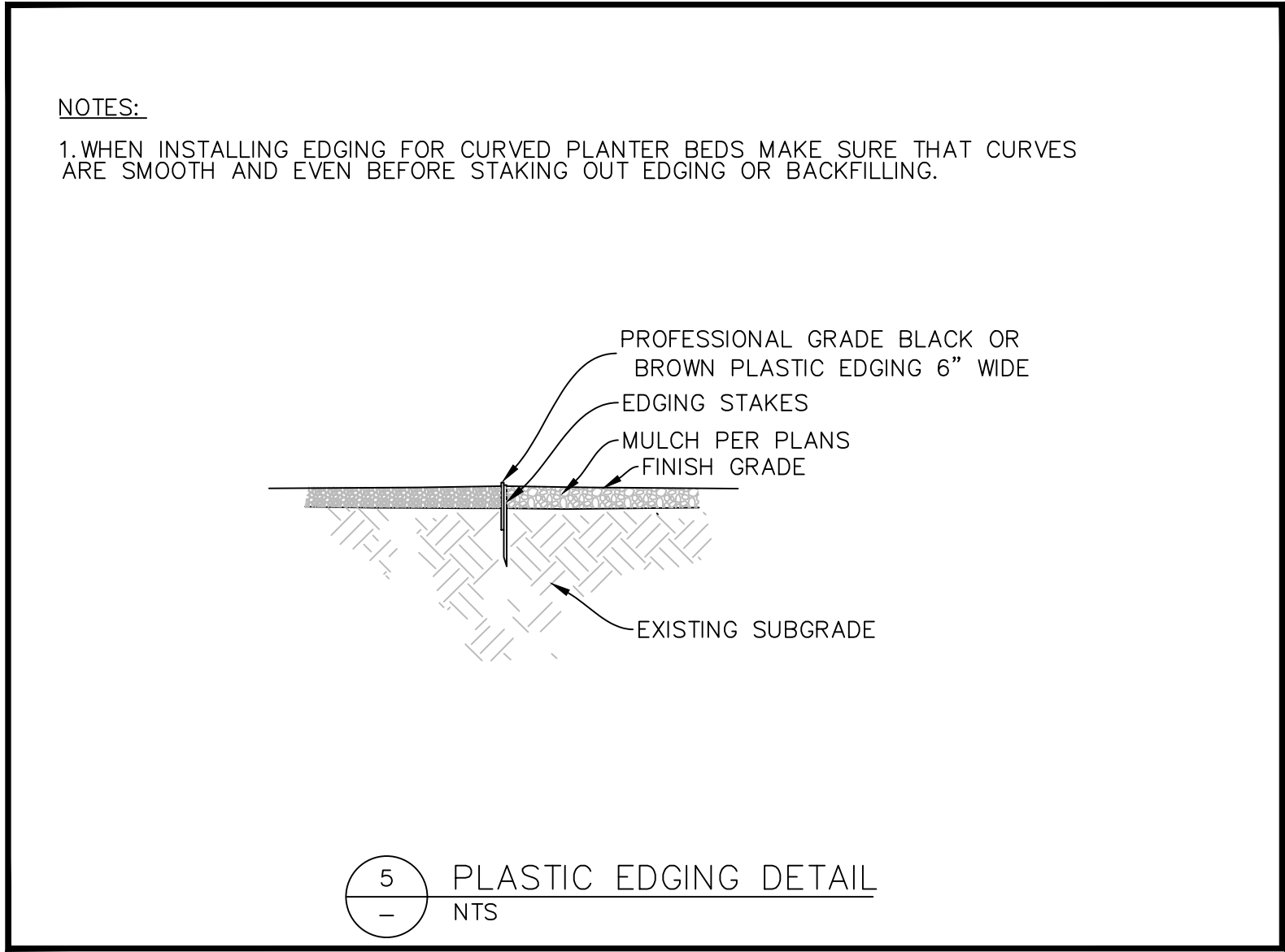
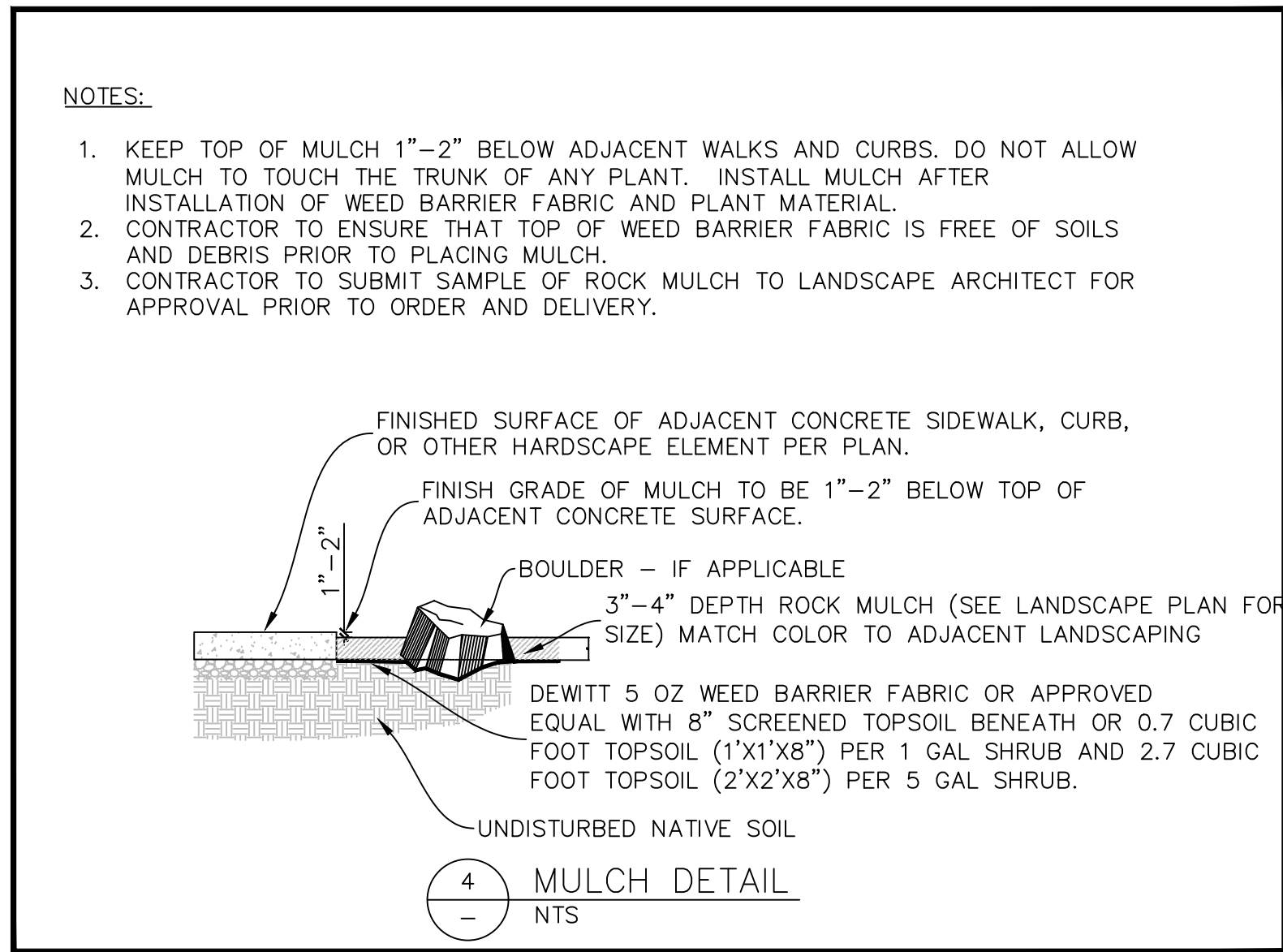
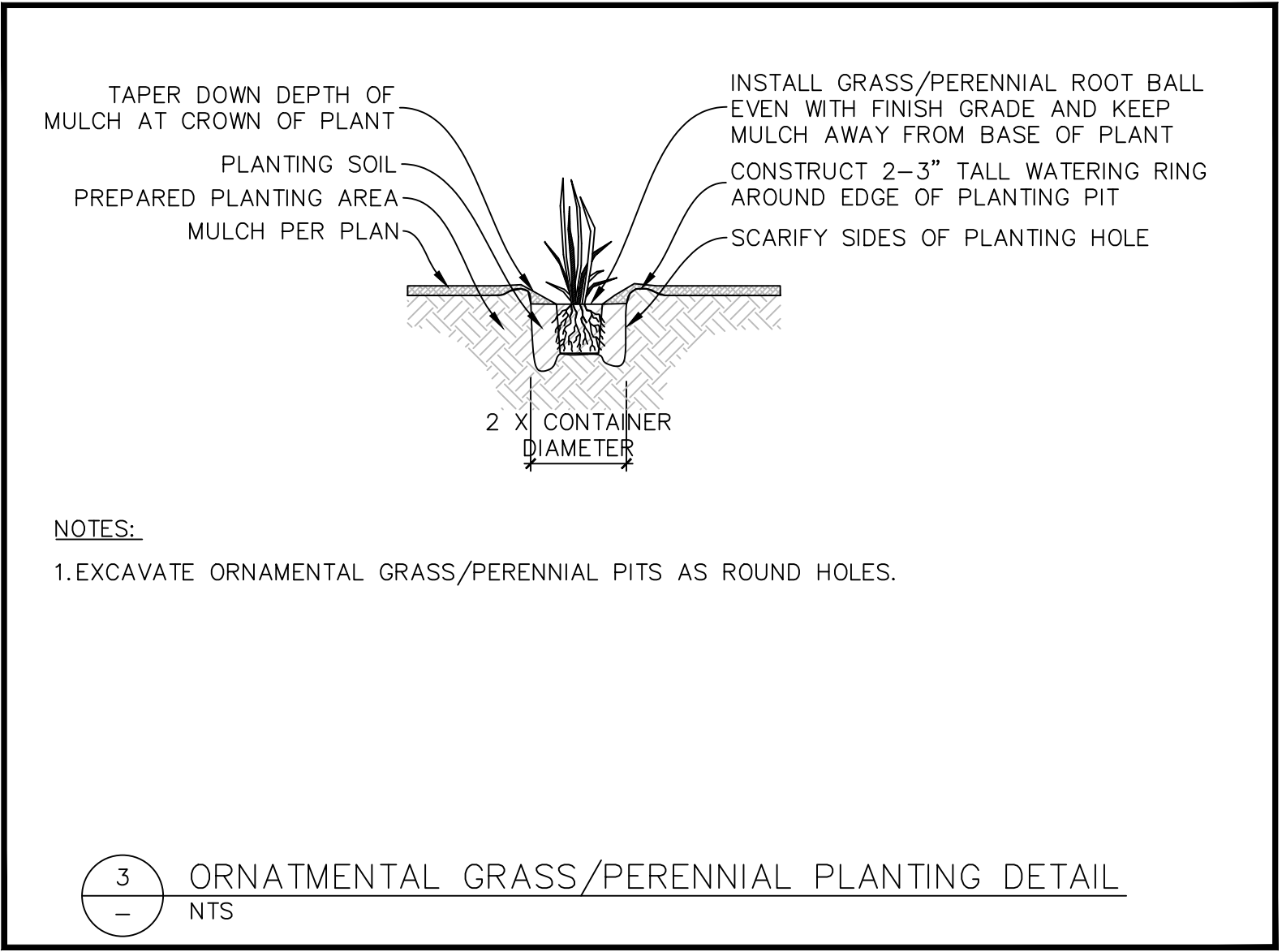
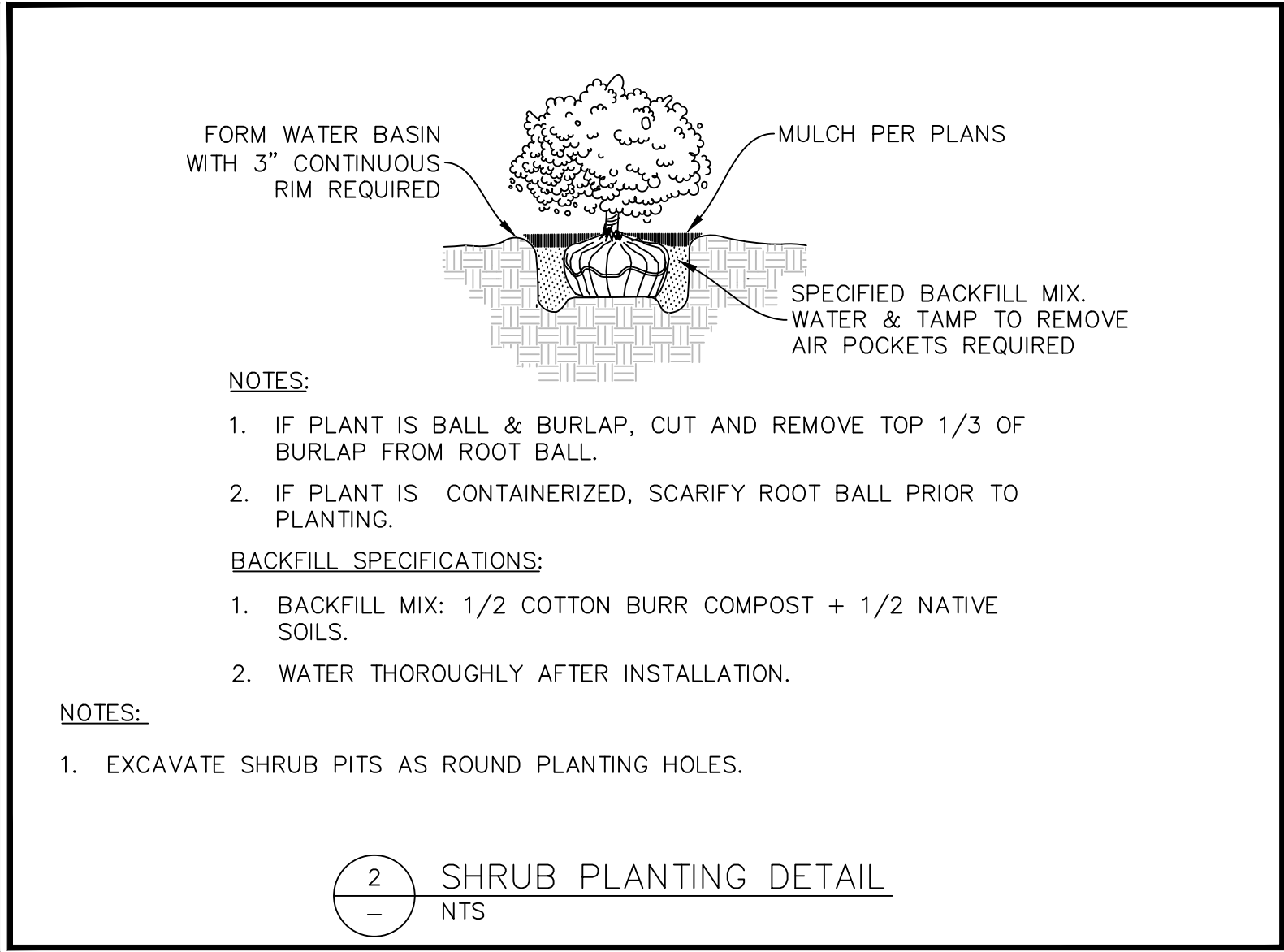
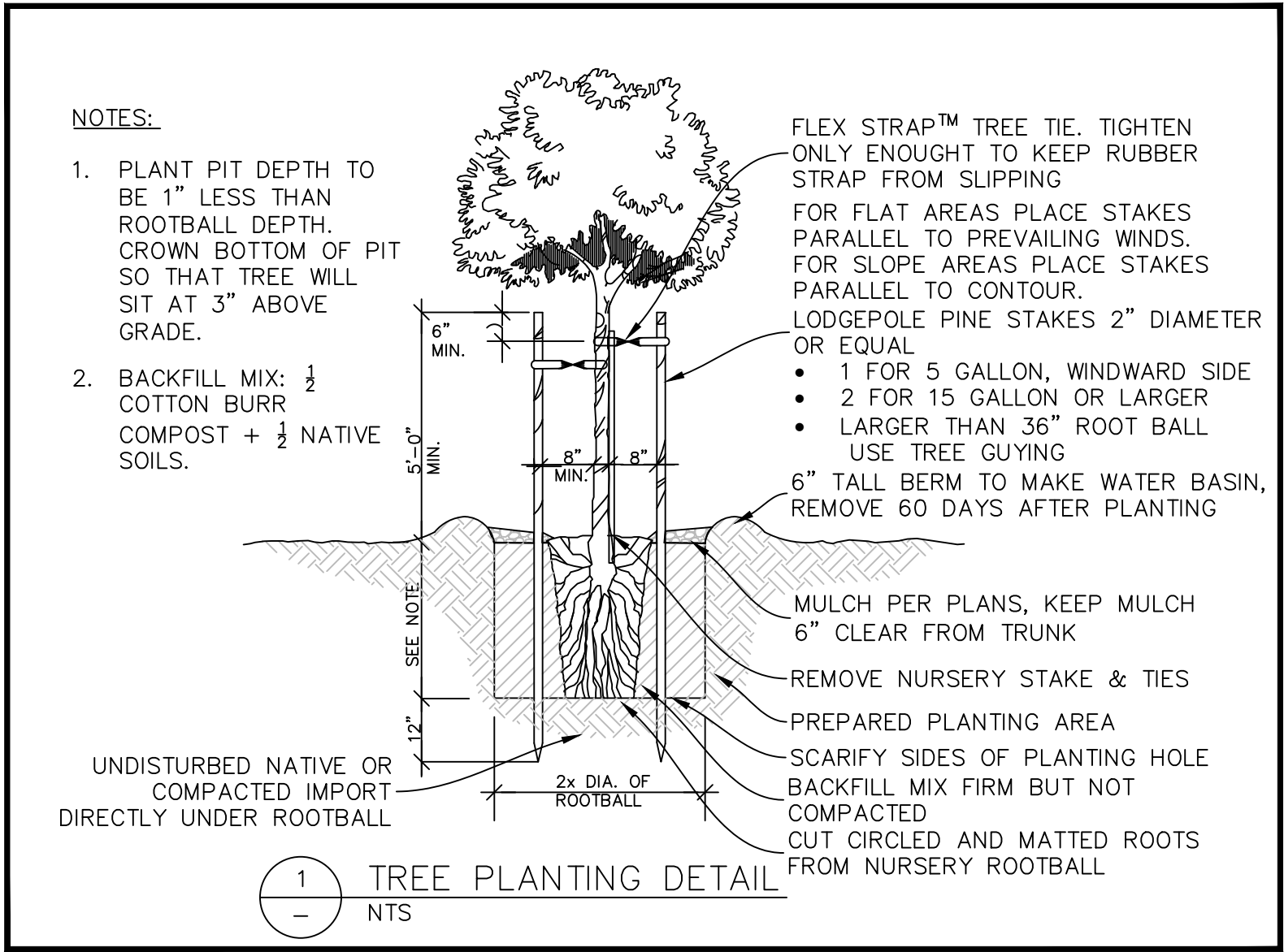
CIVIL

DETAILS

C502



15. THE CONTRACTOR, WITHIN 15 DAYS OF RECEIVING NOTIFICATION, SHALL REMOVE AND REPLACE GUARANTEED PLANT MATERIAL WHICH FAIL TO MEET THE REQUIREMENTS OF THE GUARANTEE. PLANT MATERIAL REPLACEMENT SHALL BE MADE WITH THE SAME TYPE AND SIZE AS SPECIFIED ON THE PLANTING PLAN.

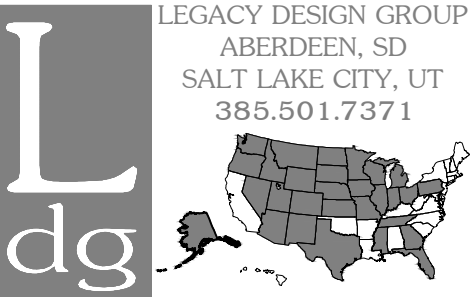


Ranches at Eagle Mountain Native Mix

Native Mix – 19.5% Crested wheatgrass (*Agropyron cristatum*)
19.5% Intermediate wheatgrass (*Agropyron intermedium*)
19.5% Western Wheatgrass (*Agropyron smithii*)
19.5% Slender wheatgrass (*Agropyron trachycaulum*)
9.75% Bluebunch wheatgrass (*Agropyron spicatum*)
5% Hard fescue (*Festuca longifolia*)
3.6% Sheep fescue (*Festuca ovina*)
3.6% Sandberg bluegrass (*Poa sandbergii*)

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
	SYR ORJ	<i>Syringa reticulata</i> 'Summer Storm'	Summer Storm Japanese Tree Lilac	1.5" Cal.	B&B	6	
DROUGHT TOLERANT TREES							
	CER HOG	<i>Cercis canadensis</i> 'Hearts of Gold'	Hearts of Gold Eastern Redbud	1.5" Cal.	B&B	7	10' Tall
	PYR TRI	<i>Pyrus calleryana</i> 'Trinity'	Trinity Flowering Pear	1.5" Cal.	B&B	8	25'-30' Tall
	ZEL GRE	<i>Zelkova serrata</i> 'Green Vase'	Green Vase Sawleaf Zelkova	1.5" Cal.	B&B	4	60'-80' Tall
SHRUBS							
	BUX GLN	<i>Buxus</i> 'Glencoe' Chicagoland Green	Chicagoland Green Boxwood	1 gal.	Pot	38	2' Tall
	ROS K32	<i>Rosa</i> x 'Radsunny' TM	Sunny Knock Out Yellow Rose	5 gal.	Pot	30	3'-4' Tall
	TAX DEN	<i>Taxus</i> x media 'Densiformis'	Dense Yew	5 gal.	Pot	3	4' Tall
DROUGHT TOLERANT GRASSES							
	PEN HAM	<i>Pennisetum alopecuroides</i> 'Hameln'	Hameln Fountain Grass	1 gal.	Pot	24	18"-30" Tall
DROUGHT TOLERANT PERENNIALS							
	GAJ AR8	<i>Gaillardia aristata</i> 'Arizona Apricot'	Arizona Apricot Blanket Flower	1 gal.	Pot	19	10"-12" Tall
	GER CAN	<i>Geranium</i> x cantabrigiense 'Biokovo'	Biokovo Cranesbill	1 gal.	Pot	13	6"-12" Tall
	HEM ORO	<i>Hemerocallis</i> x 'Stella de Oro'	Stella de Oro Daylily	1 gal.	Pot	10	11"-12" Tall
	HEU CH8	<i>Heuchera</i> x 'Cherry Cola'	Cherry Cola Coral Bells	1 gal.	Pot	7	6"-24" Tall
DROUGHT TOLERANT SHRUBS							
	ARC CLR	<i>Arctostaphylos</i> x coloradensis	Mock Bearberry Manzanita	3 gal.	Pot	23	10"-24" Tall
	BUD BHR	<i>Buddleja davidii</i> 'TOBUD1202'	Buzz™ Hot Raspberry Butterfly Bush	5 gal.	Pot	47	3.5'-4' Tall
	COT ACK	<i>Cotinus coggygia</i> 'COTSIDH5' TM	Velveteeny Smoke Tree	3 gal.	Pot	24	3.5'-4' Tall
	FOR SHO	<i>Forsythia</i> x intermedia 'Show Off Sugar Baby'	Show Off Sugar Baby Forsythia	2 gal.	Pot	3	2'-3' Tall
	HIB EUU	<i>Hibiscus syriacus</i> 'SHIMRV24' TM	Lil' Kim Violet Rose of Sharon	2 gal.	Pot	14	3.5'-4' Tall
	JUN MOO	<i>Juniperus sabina</i> 'Monard' TM	Moor-Dense Juniper	5 gal.	Pot	14	6'-12" Tall
	PER NYJ	<i>Perovskia atriplicifolia</i> 'Blue Jean Baby'	Blue Jean Baby Russian Sage	1 gal.	Pot	25	2'-3' Tall
	PHI SN3	<i>Philadelphus</i> x 'Snowbelle'	Snowbelle Mock Orange	3 gal.	Pot	17	3.5'-4' Tall
	PHY GOL	<i>Physocarpus opulifolius</i> 'Golden Nugget'	Golden Nugget Ninebark	5 gal.	Pot	33	3.5'-6' Tall
	ROS PMR	<i>Rosa</i> x 'WEKphom' TM	Pink Home Run Rose	5 gal.	Pot	29	2'-3' Tall
	SPI NBU	<i>Spiraea betulifolia</i> 'COURISPI01' TM	Pink Sparkler Birchleaf Spirea	2 gal.	Pot	15	3'-4' Tall
	SYR YOL	<i>Syringa meyeri</i> 'Anny200810' TM	Flowerfesta White Korean Lilac	2 gal.	Pot	13	4'-5' Tall
PERENNIALS/GROUNDCOVER							
	HOS FOR	<i>Hosta fortunei</i> 'Aureomarginata'	Gold Crown Hosta	1 gal.	Pot	4	24" Tall
GROUND COVERS							
	NAT SED	Native Seed Mix	Ranches Golf Course Native Seed Mix	---		9,052 sf	
	ROC MUL	Rock Mulch	1'-2" Grey Rock Mulch 3" Depth	---		10,741 sf	



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APPLEBEE'S AT RANCHES CROSSING

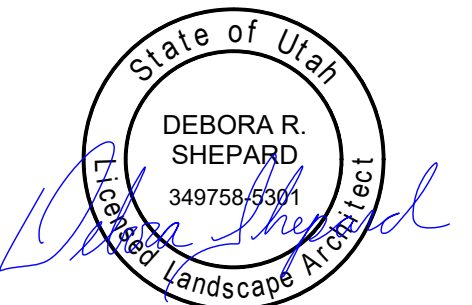
CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
EAGLE MOUNTAIN,
UTAH COUNTY, UTAH



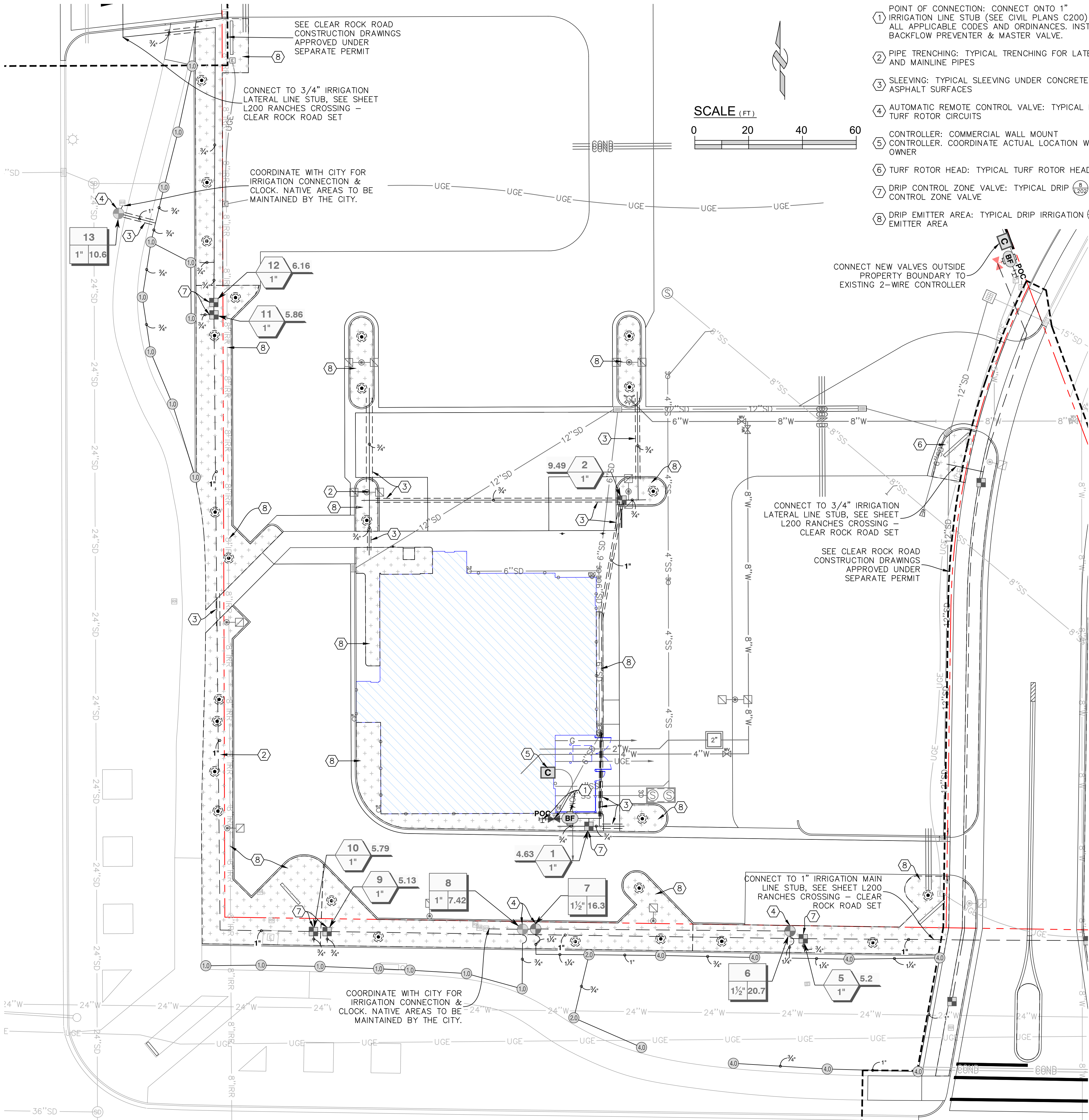
Rev.	Date	Comment
A	12.02.22	REVIEW COMMENTS
C	04.04.23	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: DRS
ORIG. ISSUE DATE: SEP. 26, 2022



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LANDSCAPE DETAILS L101



KEY TAGS:

- 1 POINT OF CONNECTION: CONNECT ONTO 1" IRRIGATION LINE STUB (SEE CIVIL PLANS C200) PER ALL APPLICABLE CODES AND ORDINANCES. INSTALL BACKFLOW PREVENTER & MASTER VALVE.
- 2 PIPE TRENCHING: TYPICAL TRENCHING FOR LATERAL AND MAINLINE PIPES
- 3 SLEEVING: TYPICAL SLEEVING UNDER CONCRETE AND ASPHALT SURFACES
- 4 AUTOMATIC REMOTE CONTROL VALVE: TYPICAL FOR TURF ROTOR CIRCUITS
- 5 CONTROLLER: COMMERCIAL WALL MOUNT CONTROLLER. COORDINATE ACTUAL LOCATION WITH OWNER
- 6 TURF ROTOR HEAD: TYPICAL TURF ROTOR HEAD
- 7 DRIP CONTROL ZONE VALVE: TYPICAL DRIP CONTROL ZONE VALVE
- 8 DRIP EMITTER AREA: TYPICAL DRIP IRRIGATION EMITTER AREA

LEGEND

SD	SD
SS	SS
W	W
OHE	OHE
UGE	UGE
COM	COM
G	G
COND	COND
Valve Callout	Valve Callout
Valve Number	Valve Number
Valve Flow	Valve Flow
Valve Size	Valve Size

LANDSCAPE NOTES:

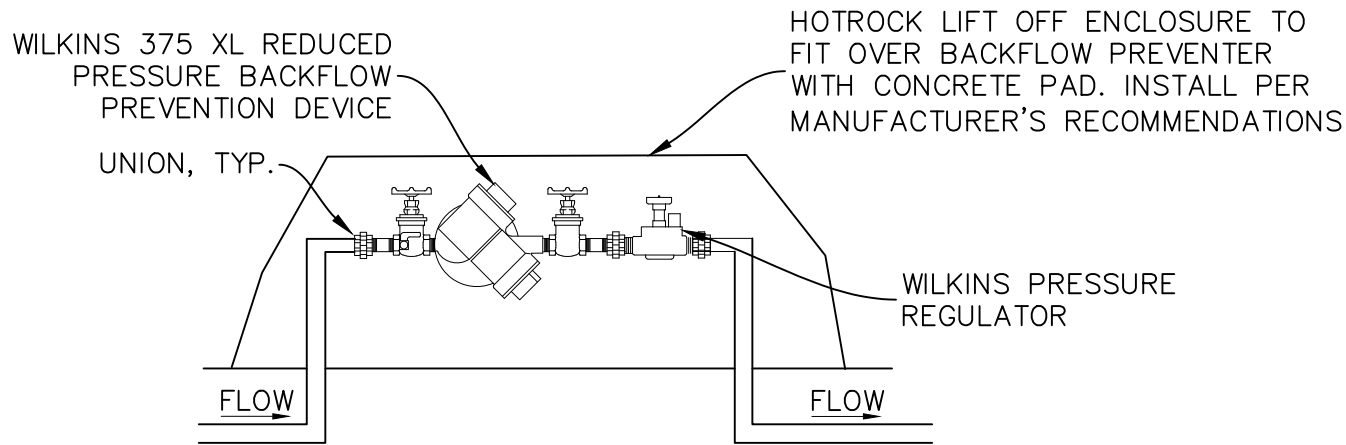
1. CONTRACTOR MAY ADJUST OR IRRIGATION PLAN AND BRANDS INDICATED HERE SO LONG AS ALL CITY REQUIREMENTS ARE MET AND OWNER APPROVES ALL CHANGES.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING IRRIGATION SYSTEM ALONG CLEAR ROCK ROAD, RANCHES PARKWAY, & PONY EXPRESS PARKWAY.
3. EXISTING LANDSCAPING & IRRIGATION ALONG CLEAR ROCK ROAD, RANCHES PARKWAY, & PONY EXPRESS PARKWAY TO REMAIN EXCEPT WHERE INDICATED ON DEMOLITION PLAN. PRESERVE & PROTECT DURING CONSTRUCTION.
4. CONTRACTOR TO COORDINATE WITH THE CITY OF EAGLE MOUNTAIN TO CONNECT TO EXISTING IRRIGATION SYSTEM & SIZE MAINLINE CONNECTIONS PER CITY DIRECTION.
5. VALVES 5 TO 10 TO BE WIRED TO PEDESTAL 2-WIRE CONTROLLER INSTALLED AT THE NORTHEAST CORNER BY CLEAR ROCK ROAD & VALVES 1 TO 2 TO BE WIRED TO WALL MOUNT CONTROLLER AT APPLEBEE'S (COORDINATE WITH OWNER FOR LOCATION).

IRRIGATION SCHEDULE

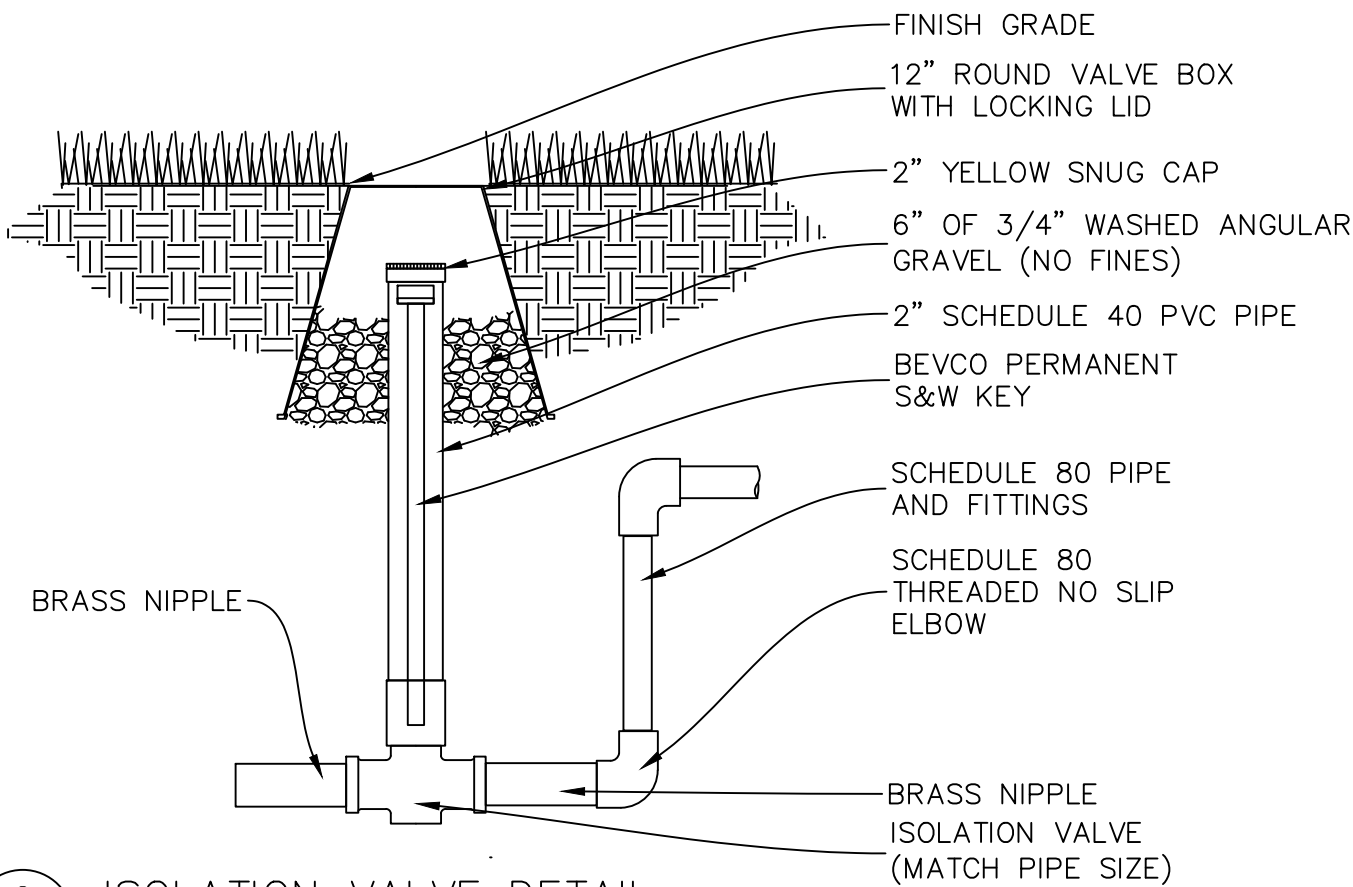
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
10	Rain Bird 3504-PC 1.0 Turf Rotor, 4.0" Pop-Up, Adjustable and Full Circle.	17	45	1.06	21'
20	Rain Bird 3504-PC 2.0 Turf Rotor, 4.0" Pop-Up, Adjustable and Full Circle.	2	45	1.93	27'
40	Rain Bird 3504-PC 4.0 Turf Rotor, 4.0" Pop-Up, Adjustable and Full Circle.	8	45	4.13	35'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY			
	Rain Bird X CZ-100-PRB-COM 1" Wide Flow Drip Control Kit for Commercial Applications, 1" Ball Valve with 1" PESB Valve and 1" Pressure Regulating 40psi Quick-Check Basket Filter. 0.3gpm to 20gpm.	7			
	Drip Emitter .9 GPH @ 12" O.C. APPROX. 20 L.F. OF TUBING PER TREE RAINBIRD XFD BROWN DRIPLINE TUBING WITH IN-LINE EMITTER 18" AND 36" FROM TREE BASE, SEE DETAIL	26			
	Area to Receive Drip Emitters Rain Bird XB-PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5gph=blue, 1.0gph=black, and 2.0gph=red. Comes with a self-piercing barb inlet x barb outlet. Emitter Notes: 2.0 GPH emitters (2 assigned to each 1 gal. plant) 2.0 GPH emitters (3 assigned to each 5 gal. plant) 2.0 GPH emitters (3 assigned to each 2 gal. plant) 2.0 GPH emitters (3 assigned to each 3 gal. plant) 2.0 GPH emitters (2 assigned to each --- plant) 2.0 GPH emitters (5 assigned to each 1.5" Cal. plant)	10,824 s.f.			
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY			
	Rain Bird PEB-PRS-D 1-1/2" 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Pressure Regulator Module.	2			
	Rain Bird PEB-PRS-D 1" 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration. With Pressure Regulator Module.	2			
	Master Valve (Size Per Pipe)	1			
	Zurn Wilkins 975 1-1/2" Reduced Pressure Backflow preventer, install per WaterPro requirements	1			
	Rain Bird ESP8XMEF 8 Station Commercial Controller, Wall mount. Flow sensing Point of Connection 1"	1			
	Irrigation Lateral Line: PVC Schedule 40	13.9 l.f.			
	Irrigation Lateral Line: PVC Schedule 40 3/4"	924.0 l.f.			
	Irrigation Lateral Line: PVC Schedule 40 1"	121.6 l.f.			
	Irrigation Lateral Line: PVC Schedule 40 1 1/4"	96.8 l.f.			
	Pipe Sleeve: PVC Class 200 SDR 21	309.2 l.f.			

NOTES:

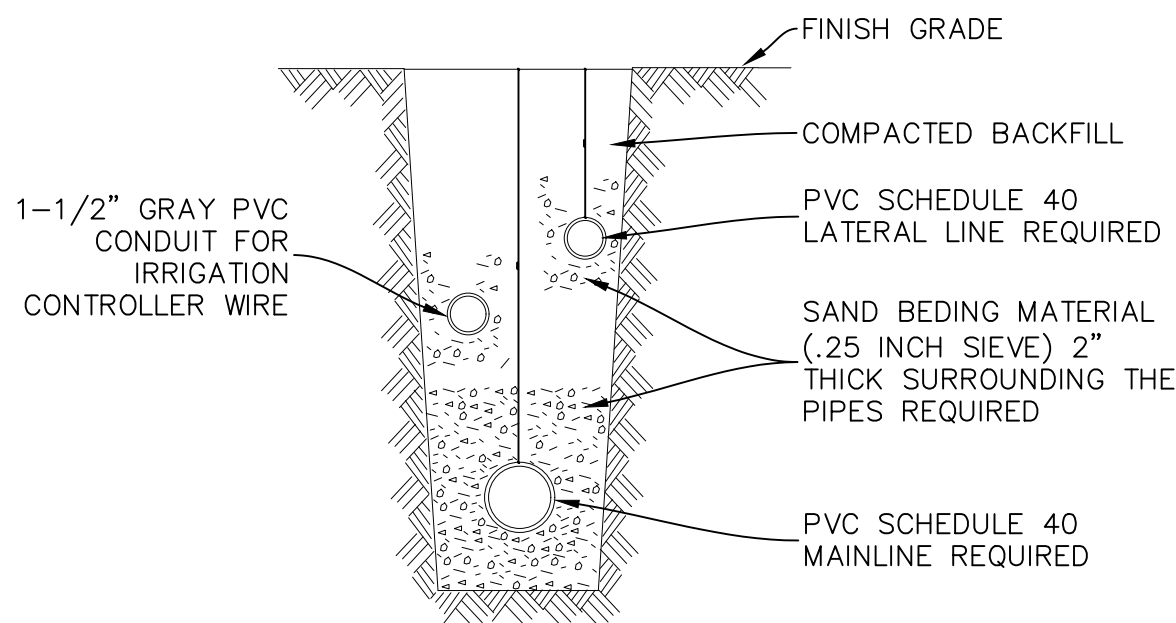
1. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
2. WHEREVER AN IRON BASED MATERIAL ADJOINS A BRASS BASED MATERIAL A DIELECTRIC UNION IS REQUIRED. SIZE AS NECESSARY.
3. WRAP ALL THREADS WITH TEFLON TAPE. 1 1/2 TO 2 WRAPS MAXIMUM.
4. MAIN LINE PIPE SIZE SHALL BE PER PLAN, 1" MIN..



1 BACKFLOW DETAIL
NTS



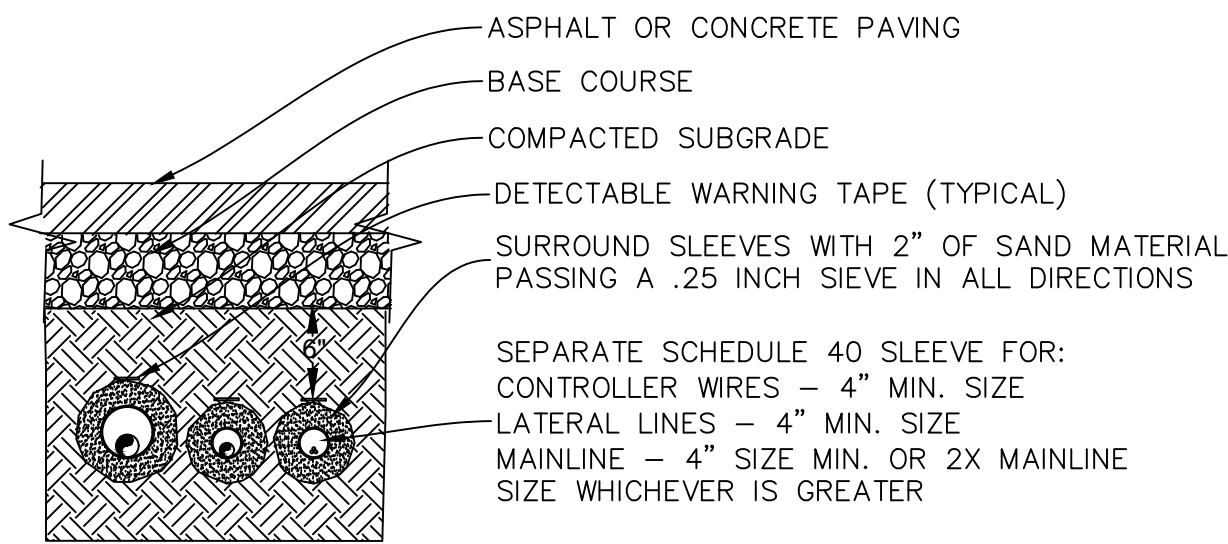
2 ISOLATION VALVE DETAIL
NTS



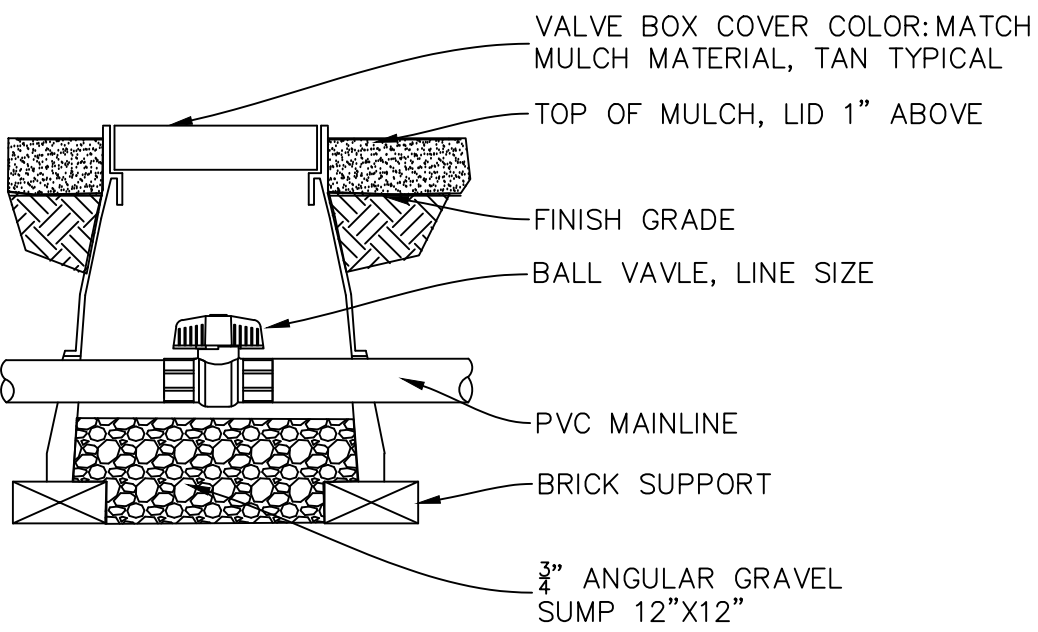
3 PIPE LAYOUT AND TRENCHING DETAIL
NTS

NOTES:

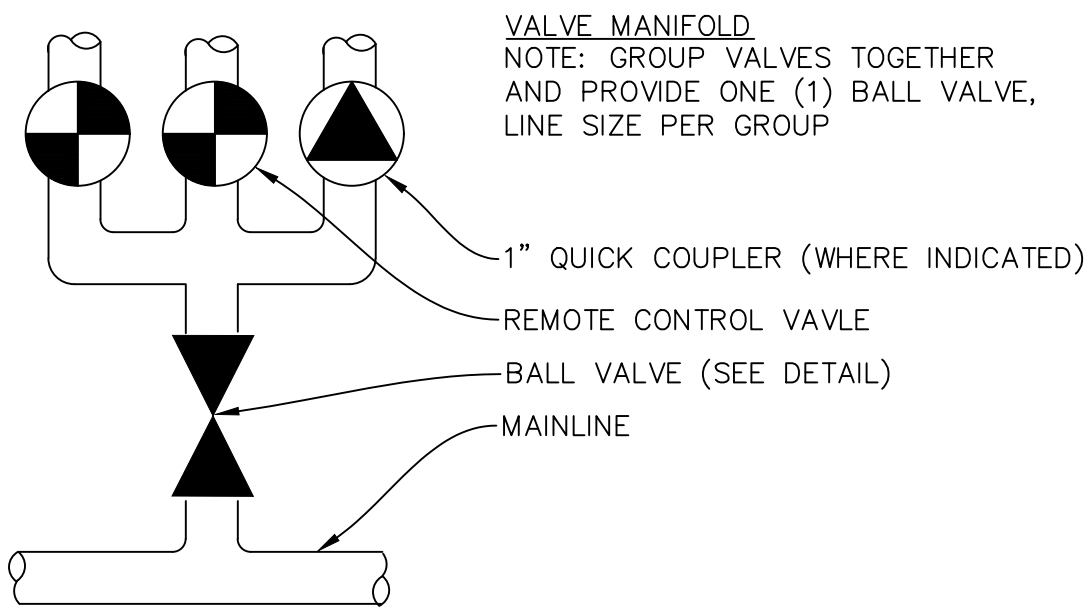
1. WHEN MULTIPLE PIPES OCCUR IN ONE TRENCH ADD MULTIPLE SLEEVES.
2. WIRES SHALL BE IN SEPARATE SLEEVE.
3. EXTEND ALL SLEEVING 8" MINIMUM BEYOND EDGE OF PAVING.



4 SLEEVING DETAIL
NTS



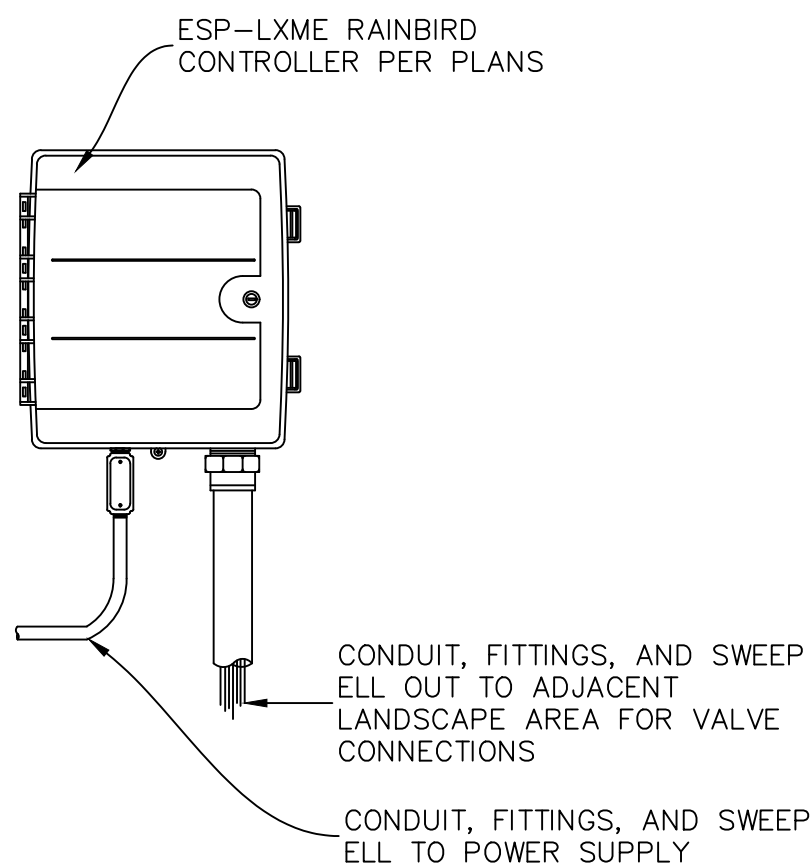
5 BALL VALVE DETAIL
NTS



6 VALVE MANIFOLD DETAIL
NTS

NOTES:

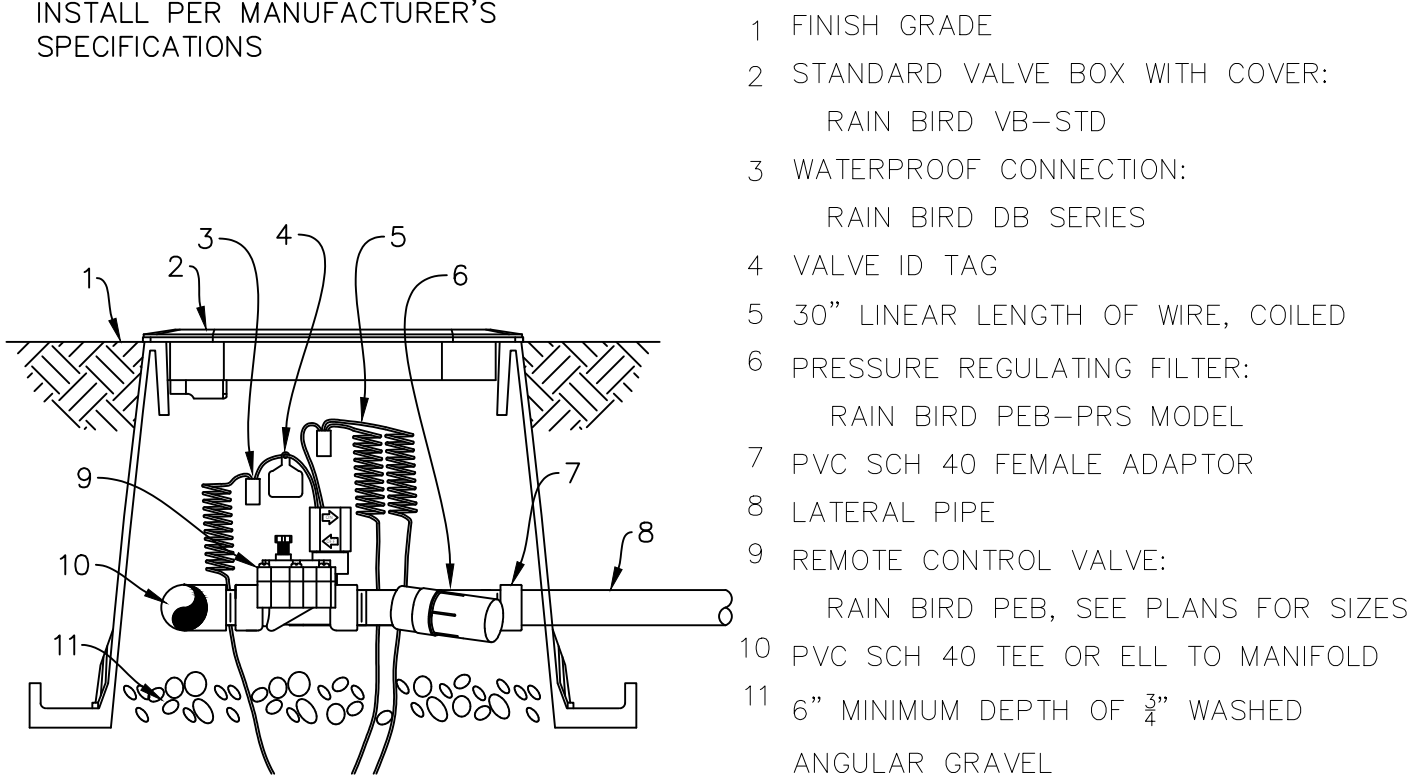
1. WALL MOUNT CONTROLLER PER MANUFACTURER'S WRITTEN INSTRUCTIONS AND IN ACCORDANCE WITH ALL LOCAL CODES. EXACT LOCATION TO BE APPROVED BY OWNER. GROUND CONTROLLER PER MANUFACTURERS RECOMMENDATION AND SPECIFICATIONS. ELECTRICAL CONTRACTOR SHALL GROUND CONTROLLER AND PROVIDE SLEEVING FROM ADJACENT LANDSCAPE AREA TO CONTROLLER LOCATION.
2. CONNECT CONTROLLER TO POWER AND VALVES.
3. LANDSCAPE CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR TO ENSURE PROPER GROUNDING OF CONTROLLER TO BUILDING GROUNDING GRID.



7 WALL MOUNT IRRIGATION CONTROLLER DETAIL
NTS

NOTES:

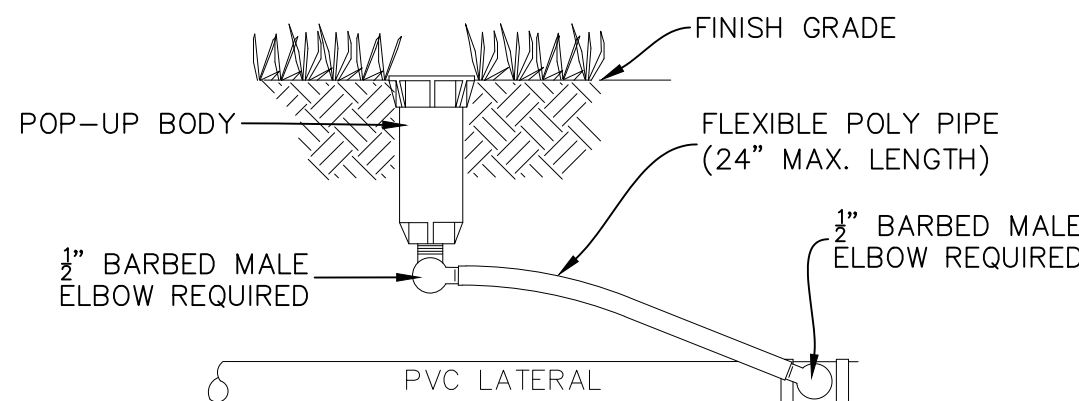
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS



8 AUTOMATIC CONTROL VALVE DETAIL
NTS

NOTES:

1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
2. INSTALL 2" AWAY FROM HARDSCAPES.



9 ROTOR HEAD DETAIL
NTS

OWNER:
EAGLE 11 LLC.

APPLEBEE'S
AT
RANCHES
CROSSING

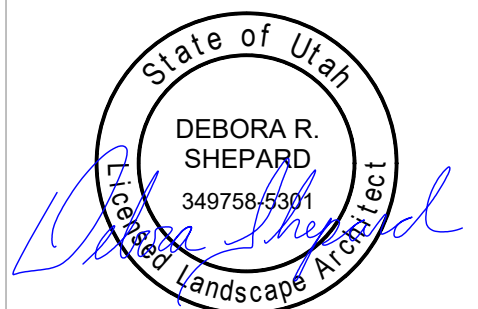
CLEAR ROCK RD.

SECTION 20, TOWNSHIP 5
SOUTH, RANGE 1 WEST
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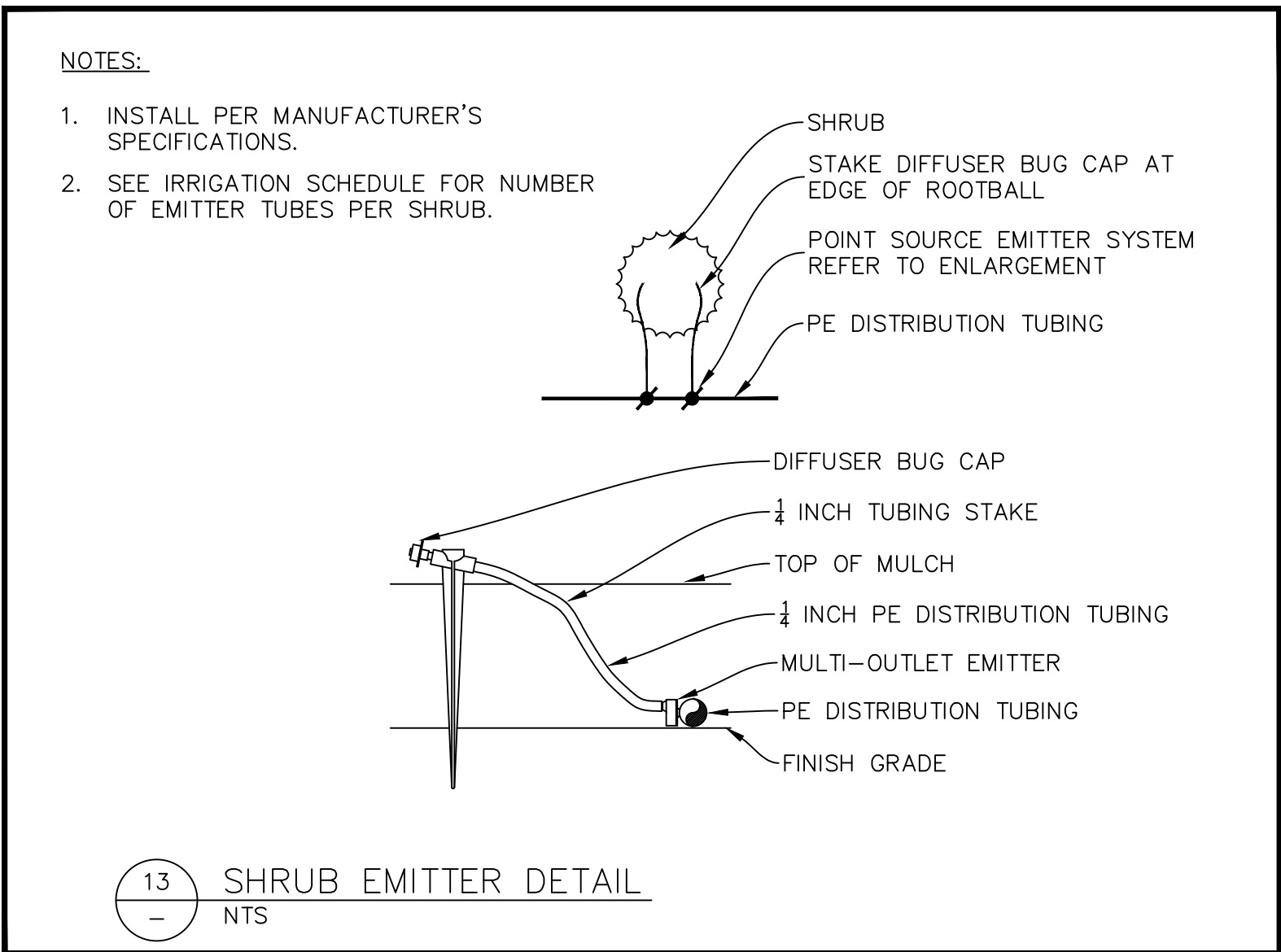
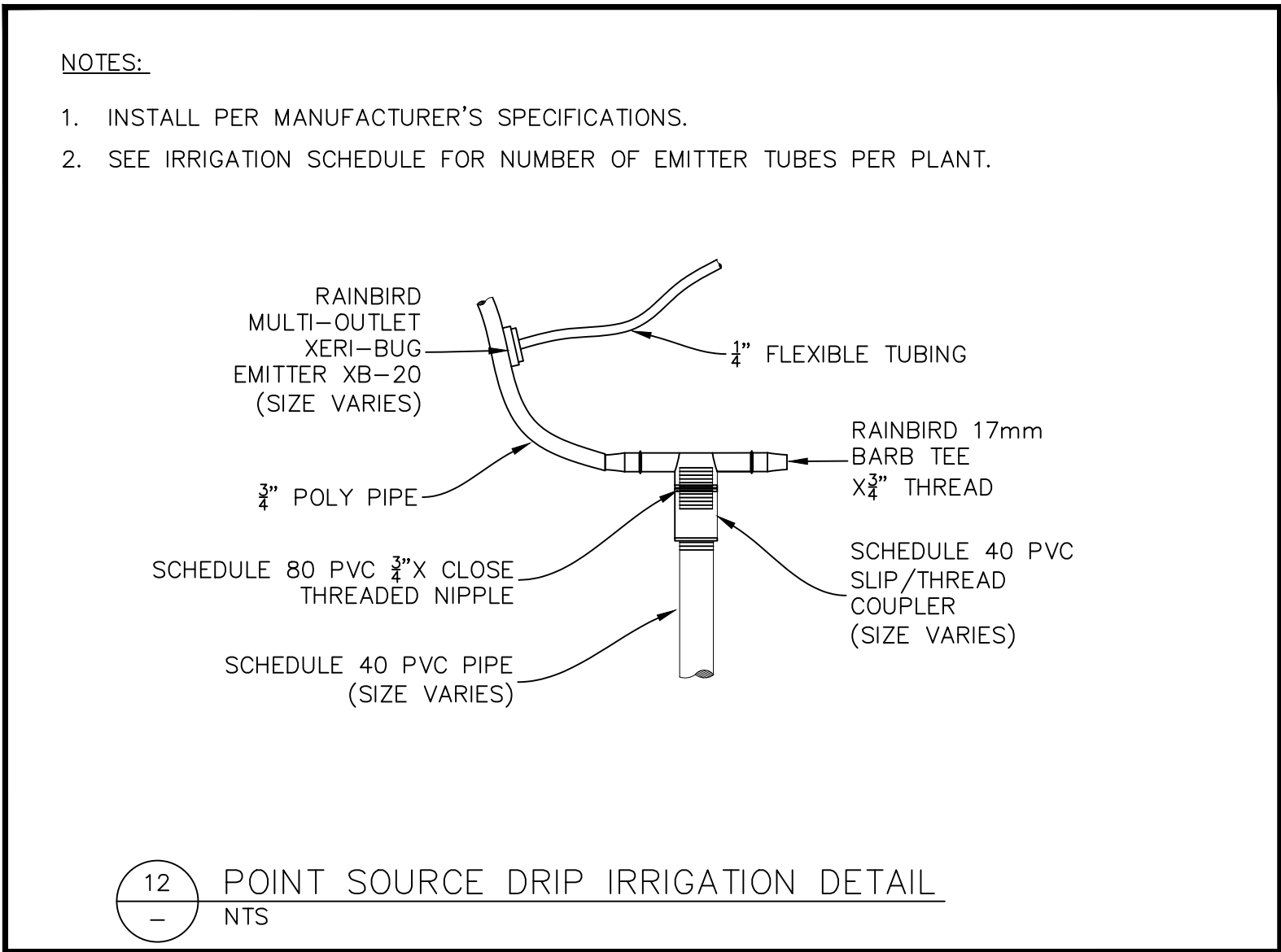
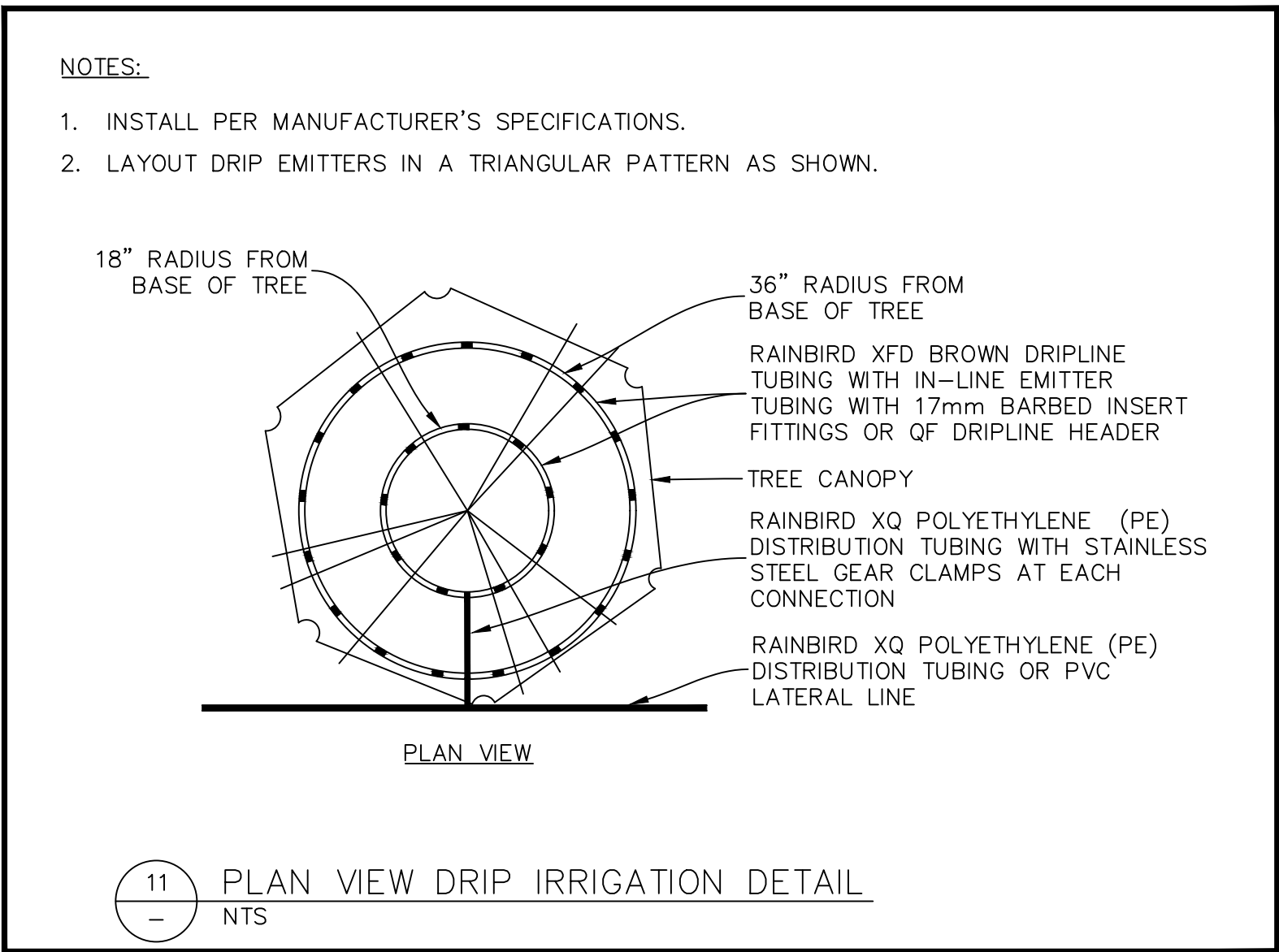
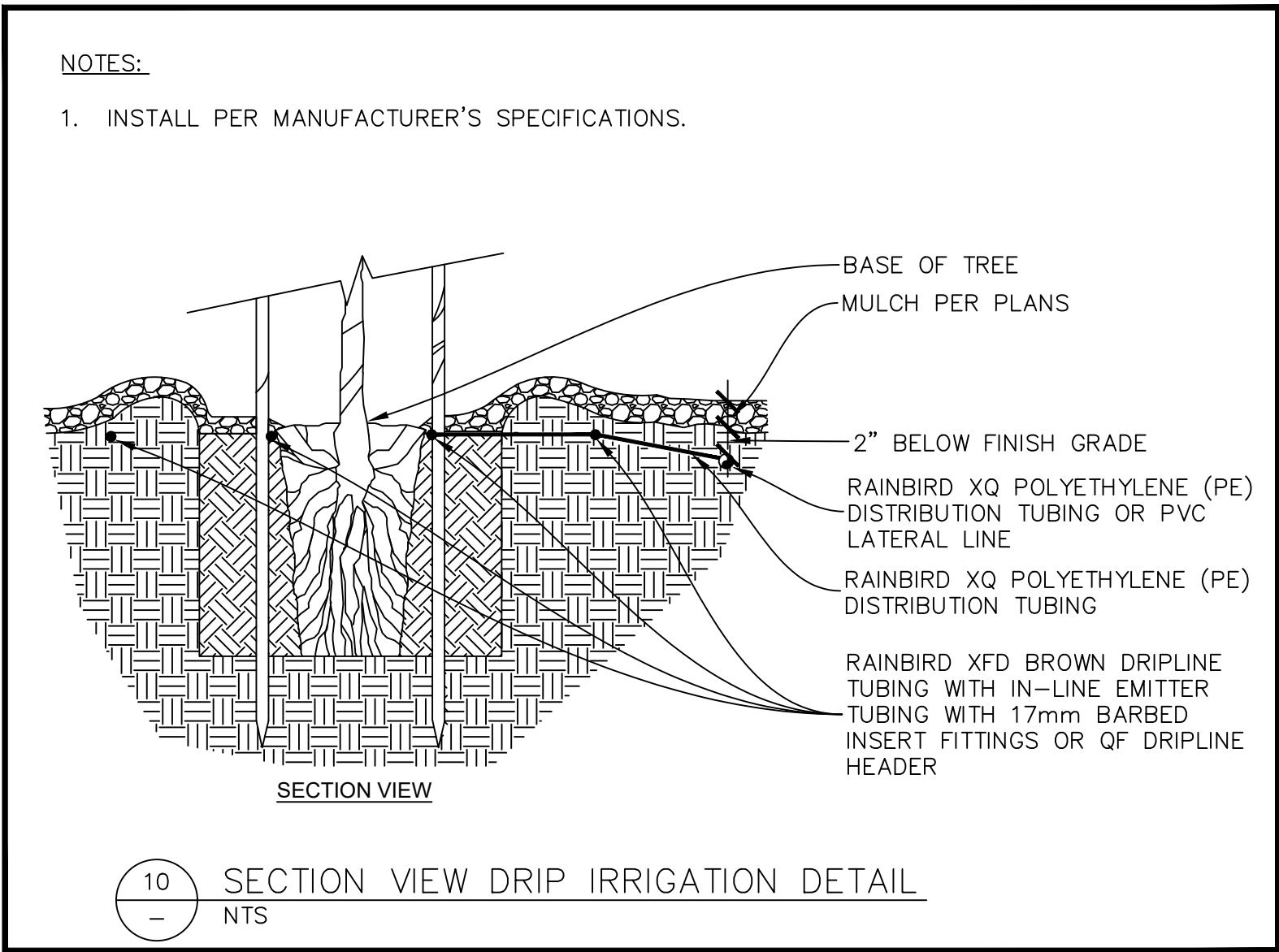
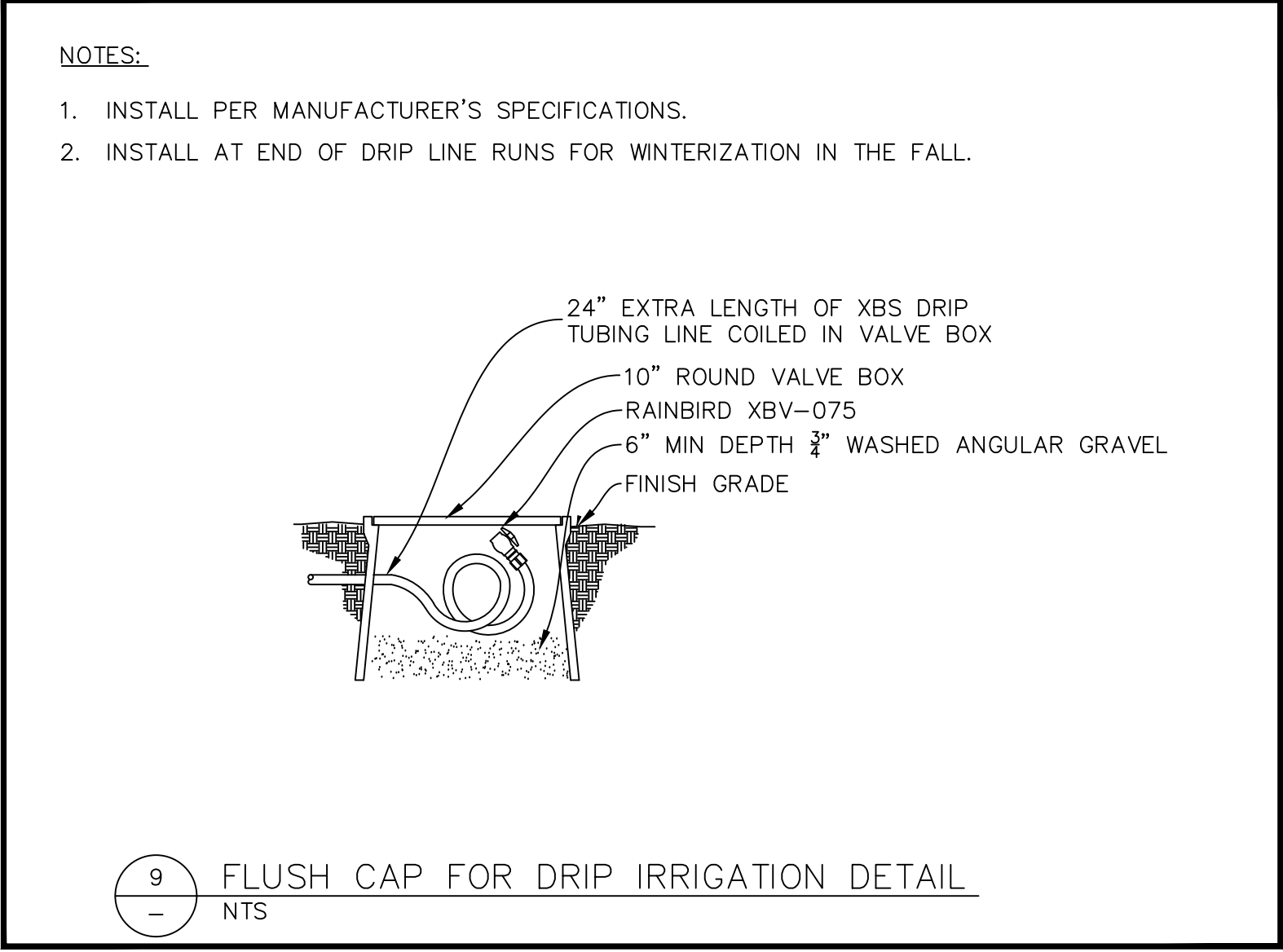
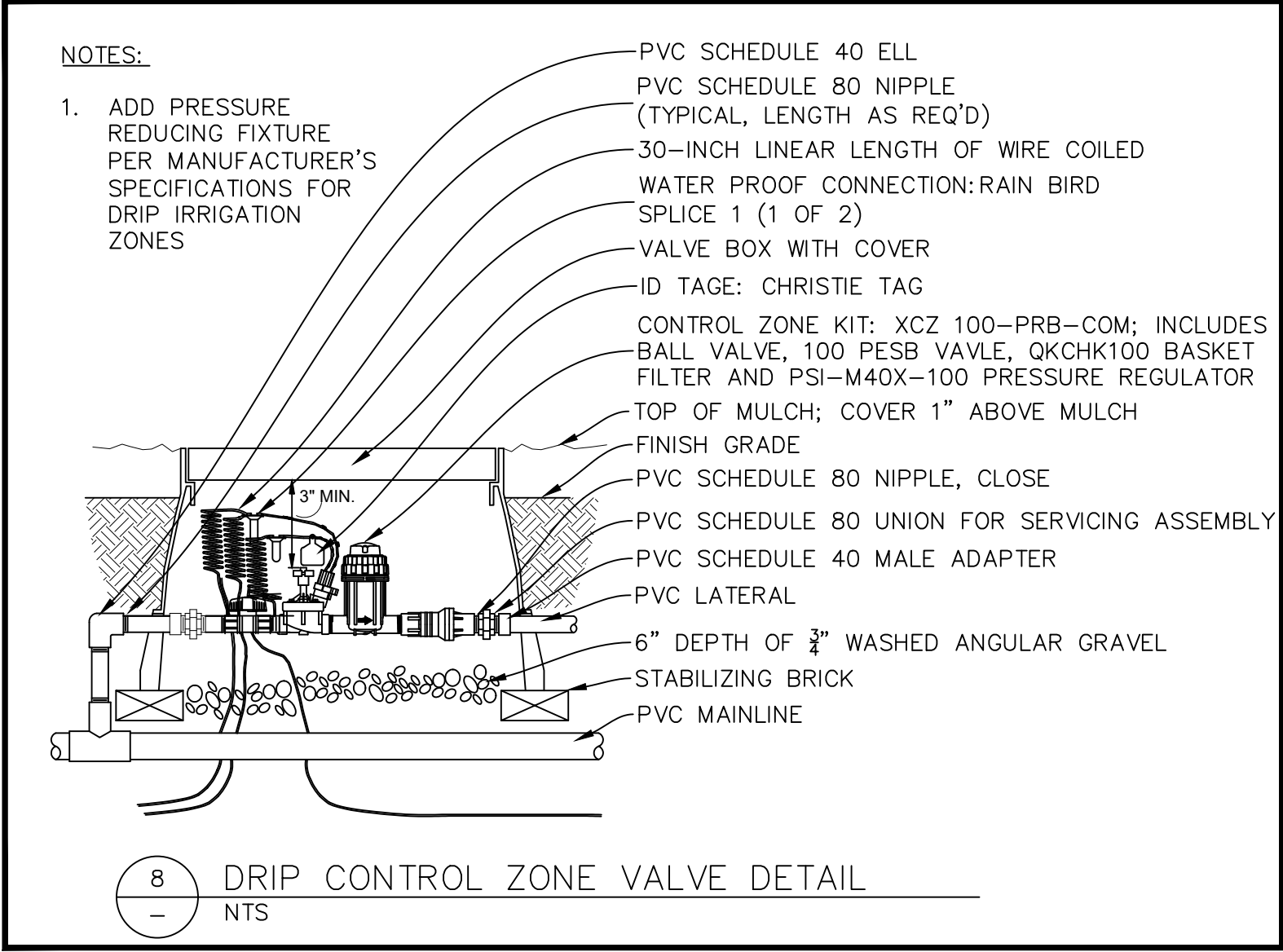
Rev.	Date	Comment
C	04.04.23	REVIEW COMMENTS

DRAWN BY: DRS
DESIGN BY: DRS
ORIG. ISSUE DATE: SEP. 26, 2022



5/8/2023 5:21:02 PM

IRRIGATION
DETAILS
L201



IRRIGATION NOTES

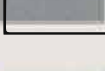
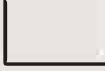
1. IRRIGATION PLAN IS DIAGRAMMATIC, ALL IRRIGATION EQUIPMENT SHALL BE LOCATED IN PLANTING AREAS ONLY AND ON THE PROPERTY OF THE OWNER, UNLESS NOTED OTHERWISE. REFER TO THE IRRIGATION LEGEND AND DETAILS FOR EQUIPMENT AND INSTALLATION. THE CONTRACTOR IS RESPONSIBLE TO MAKE ADJUSTMENTS AS NEEDED TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
2. LANDSCAPE CONTRACTOR SHALL VERIFY LOCATION OF POINT OF CONNECTION AND THE STATIC WATER PRESSURE AT THAT LOCATION PRIOR TO BEGINNING ANY IRRIGATION WORK. IF THE LOCATION OR WATER PRESSURE IS DIFFERENT THAN EXPRESSED BY THE DRAWINGS OR IF THE PRESSURE APPEARS TO BE UNUSUALLY HIGH OR LOW, THE CONTRACTOR SHALL CONTACT THE OWNERS REP IMMEDIATELY.
3. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS, AND RUBBISH INCIDENTAL TO WORK ON THE LANDSCAPE AND IRRIGATION.
4. BACKFLOW PREVENTION DEVICES SHALL BE AS INDICATED ON THE PLANS AND SCHEDULE AND BE INSTALLED AS TO MANUFACTURERS RECOMMENDATIONS.
5. ALL MAINLINE AND LATERAL PIPE TO BE SCHEDULE 40 PVC PIPE. NO POLY PIPE SHALL BE INCLUDED. FITTINGS UP TO 1 1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1 1/2" MUST BE SCHEDULE 80 OR BETTER. MANUAL DRAIN VALVES SHALL BE PLACED ON THE MAINLINE IN LOW SPOTS. ALL MANUAL DRAINS SHALL BE PLACED IN SEPARATE VALVE BOXES.
6. CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER.
7. MODIFY LOCATION OF IRRIGATION COMPONENTS TO AVOID PLACING TREES, SHRUBS AND OTHER SITE ELEMENTS DIRECTLY OVER PIPE, PER PLANS. PLANT MATERIAL TO BE PLANTED 12" AWAY FROM IRRIGATION BOXES OR SPRAY HEADS. DO NOT LOCATE VALVE BOXES IN LAWN AREAS UNLESS CLEARLY STATED ON PLANS.
8. CONTRACTOR SHALL INSTALL A 1" THREADED TEE WITH 1" THREADED PLUG AT POINT OF CONNECTION IN ORDER TO BLOW OUT THE SYSTEM WITH AN AIR COMPRESSOR EACH FALL.INSTALL FLUSH CAP AT THE END OF ALL DRIP IRRIGATION LINES TO FACILITATE BLOW-OUT AND MAINTENANCE (SEE DETAIL 11, SHEET L202).
9. LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM

10. INSTALL DRIP IRRIGATION PER PLANS AND DETAILS. INSTALL DRIP RINGS AT ALL TREES. CONTRACTOR SHALL MAKE ADJUSTMENTS AS NECESSARY.
11. CONTRACTOR SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES.
12. WATER LINES AND ELECTRICAL LINES MUST NOT SHARE CONDUITS. ALL WIRE CONNECTIONS MUST BE CONTAINED IN VALVE BOX WITH 3' OF EXTRA WIRE. WIRE TO BE CONNECTED TO MAIN LINE PIPE WHERE POSSIBLE WITH TAPE AT 25' INTERVALS. SLACK IN CONTROL WIRES REQUIRED AT EVERY CHANGE OF DIRECTION. WIRES MUST HAVE SEPARATE COLORS FOR COMMON, CONTROL AND SPARE. MINIMUM 1 SPARE WIRE FOR EVERY 5 VALVES. ALL CONTROL WIRES TO BE INSULATED 14 GAUGE COPPER. ALL SPARE WIRES MUST "HOME RUN" TO CONTROLLER AND SPARE WIRES AVAILABLE AT ALL VALVE MANIFOLDS AND CLUSTERS.
13. ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
14. IRRIGATION SYSTEM MUST CONTAIN CHECK VALVES TO PREVENT LOW POINT DRAINAGE.
15. SPACE ALL SPRAY HEADS 2" AWAY FROM ANY HARDSCAPE.
16. CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS. OVERHEAD IRRIGATION MUST HAVE A MINIMUM DU (DISTRIBUTION UNIFORMITY) OF 60%.
17. IRRIGATION CONTRACTOR SHALL PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING.
18. MAIN LINES SHALL BE 36" DEEP MIN. AND LATERAL LINES 18" DEEP MIN. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
19. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
20. IRRIGATION INSTALLATION TO COMPLY WITH APPLICABLE CITY SPECIFICATIONS AND DRAWINGS.
21. CONTRACTOR SHALL INSTALL IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE IN ALL TURF AREAS. USE VAN AND/OR U-SERIES NOZZLES AS NECESSARY TO PROVIDE PROPER COVERAGE AND TO KEEP WATER OFF OF BUILDINGS AND HARDSCAPES.
22. POWER TO CONTROLLER TO BE PROVIDED BY OWNER. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. INSTALL PER MANUFACTURERS INSTRUCTIONS. IRRIGATION CONTRACTOR SHALL PROVIDE AN AS-BUILT IRRIGATION PLAN UPON COMPLETION OF INSTALLATION AND PRIOR TO FINAL PAYMENT.
23. INSTALL A FLUSH CAP AT THE END OF EACH DRIP LINE PER DETAILS FOR MAINTENANCE.
24. THE PURPOSE OF THE IRRIGATION SYSTEM IS TO PROVIDE SUFFICIENT WATER TO MAINTAIN PLANTS IN OPTIMAL CONDITION DURING DRIER WEATHER CONDITIONS. TIME CLOCKS SHALL BE ADJUSTED CONTINUOUSLY THROUGHOUT THE YEAR TO PROVIDE WATER ONLY WHEN THE SOIL IS DRY AT A DEPTH OF FOUR (4) INCHES THE FIRST INITIAL GROWING SEASON AND SIX (6) INCHES THE FOLLOWING YEARS.
25. IF ANY SUBSURFACE DRAINAGE OR RUN-OFF IS VISIBLE AT LOW AREAS, ACROSS SIDEWALKS, OR AT LOWER PORTIONS OF SLOPES, IMMEDIATELY SHUT THE VALVES OFF TO ALLOW THE AREA TO COMPLETELY DRY OUT. IF THIS CONDITION CONTINUES AFTER SUBSEQUENT WATERINGS THE CONTRACTOR SHALL NOTIFY THE OWNERS REP.
26. INSPECTIONS OF IRRIGATION SYSTEM SHALL BE MADE ON A DAILY BASIS TO OBSERVE AND PROVIDE REPAIRS OR REMEDIES TO THE FOLLOWING UNACCEPTABLE PROBLEMS: OVER-SPRAY ON SIDEWALKS, STREETS, PAVED AREAS, PARKING AREAS, FENCES, WALLS, SIGNS, BUILDINGS, OR STRUCTURES; DRAINAGE OR RUN-OFF ACROSS SIDEWALKS, PAVING, OR STREETS; DAMAGED OR IMPROPERLY OPERATING HEADS, PIPING, VALVES, CONTROLLER, OR OTHER IRRIGATION EQUIPMENT.
27. CONTRACTOR TO PROVIDE 2 HOURS OF TRAINING TO OWNER AT THE END OF THE PROJECT REGARDING OPERATION FOR IRRIGATION SYSTEM. CONTRACTOR WILL SHOW OWNER HOW TO OPERATE THE ISOLATION VALVE, BACKFLOW VALVE, CONTROLLER, AND REMOTE CONTROL VALVES.
28. AT THE TIME OF SUBSTANTIAL COMPLETION (DEFINED AS COMPLETE INSTALLATION AND PROPER FUNCTIONING OF IRRIGATION SYSTEM AND MOWCURB, INSTALLATION OF ALL PLANT MATERIALS INCLUDING STAKING OF TREES, AND PLACEMENT OF SOIL PREP AND MULCH) THE CONTRACTOR SHALL SCHEDULE A WALK THROUGH WITH THE OWNER TO REVIEW COMPLETED WORK AND GENERATE A PUNCH LIST. AT THIS TIME THE WARRANTY PERIOD OF ONE (1) YEAR BEGINS. THE CONTRACTOR HAS THIRTY (30) DAYS TO SATISFY THE ITEMS ON THE PUNCH LIST.
29. IRRIGATION CONTRACTOR SHALL GUARANTEE THE ENTIRE IRRIGATION SYSTEM TO BE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE BY OWNER.

Rev.	Date	Comment
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

MATERIAL SCHEDULE

	THIN BRICK BURGUNDY SAND (NO BLACK) END/COTT
	E.I.F.S.™ SHERW N W LL AMS SW 6199 RARE ^G RAY ^(RAL 7004) DRYVIT
	E.I.F.S.™ SHERW N W LL AMS SW 6134 NETSUKE ^(RAL 7019) DRYVIT
	HARDIE PLANK™ SHERW N W LL AMS SW 6866 HEARTTHROB ^(RAL 3031) JAMES HARDIE
	OLD BARN FAUX BEAMS™ - β ONEER - β N SH AZ FAUX
	METAL ROOF™ SHERW N W LLIAMS SW 6993 BLACK OF N GHT ^(RAL 7016) DRYVIT
	METAL CO [®] N [®] 500 - BRONZE KYNAR 500



Any Signage Depicted will be approved through a separate permit

PONY EXPRESS ELEVATION (Alternative 1)

APPLEBEE'S
TOWER 2.0. PROTOTYPE
RANCHES CROSSING,
CEDAR ROCK RD.
EAGLE MOUNTAIN, UT 84005

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CORE STATES
GROUP
CORE STATES INC.

201 S. Maple Avenue
Suite 300
Ambler, PA 19002
215.809.2125
core-states.com

ARCHITECT OF RECORD

[illegible]

PROJECT INFORMATION

PROJECT NO:	DGB.33361
DATE	06/06/22
SCALE:	AS NOTED
DRAWN BY:	J. AYMER
CHECKED BY:	K. MACKENZIE

SHEET TITLE

REAR ELEVATION ALTERNATIVE

SHEET NUMBER

A-201

MATERIAL SCHEDULE

THIN BRICK BURGUNDY SAND (NO BLACK)\n*ENDICOTT*

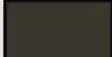
E.I.F.S. - SHERWIN WILLIAMS SW 6199 RARE GRAY (RAL 7004)\n*DRYVIT*

E.I.F.S. - SHERWIN WILLIAMS SW 6134 NETSUKÉ (RAL 1015)\n*DRYVIT*

HARDIE PLANK - SHERWIN WILLIAMS SW 6866 HEARTTHROB (RAL 3031)\n*JAMES HARDIE*

OLD BARN FAUX BEAMS - PIONEER - FINISH\n*AZ FAUX*

METAL ROOF - SHERWIN WILLIAMS SW 6993 BLACK OF NIGHT (RAL 7016)\n*DRYVIT*

METAL COPING - BRONZE\n*KYNAR 500*



Any Signage Depicted will be approved through a separate permit

PONY EXPRESS ELEVATION (Alternative 2)

APPLEBEE'S
TOWER 2.0. PROTOTYPE
RANCHES CROSSING,
CEDAR ROCK RD.
EAGLE MOUNTAIN, UT 84005

CORE STATES

GROUP

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CORESTATES, INC.

ARCHITECT OF RECORD

ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION	
PROJECT NO:	DG# 33361
DATE:	06/06/22
SCALE:	AS NOTED
DRAWN BY:	J. AYMER
CHECKED BY:	K. MACKENZIE

SHEET TITLE

REAR ELEVATION
ALTERNATIVE

SHEET NUMBER

A-201

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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	SITE PLAN - Gateway Park AT&T Cell Tower		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Tyler Laros, Smartlink Group		
GENERAL PLAN DESIGNATION Business Park/Light Industry	CURRENT ZONE Agriculture	ACREAGE 2,500 sq. ft. lease area	COMMUNITY Ranches Gateway

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud

RECOMMENDATION:

Staff recommends the City Council approve the Gateway Park AT&T site plan with the following condition:

1. Allowing or the lighting rod, emergency generator, and any other technical requirements necessary for the proper functioning of the cell tower.

BACKGROUND:

AT&T has submitted a site plan for a new 90' (94' with lightning rod) monolithic cell tower to be located on the north area of the City. The project application is ready for the City Council's consideration. The tower is proposed on a small, leased area next to the Eagle Mountain Storage. Property surrounding the lease area is vacant or commercial.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

The following zoning code standards apply to the proposed tower:

EMMC 17.75.091 Communication facilities and towers.

Communication facilities and towers may be permitted only where:

A. General. The following development standards shall be applicable to all facilities regardless of the facility type or zone within which the facility is proposed to be located:

1. The proposed facility shall be located on an approved structure and/or site in conformance with this code. If a proposed facility site does not conform to this code, the carrier shall submit and have approved a plan to bring the structure and/or site into conformance with the code prior to completion and operation of the proposed facility. *Compliant site plan has been submitted.*
2. Any associated mechanical or electrical equipment shall be completely screened from view, from rights-of-way, on-site parking areas and adjacent properties, with a solid fence or wall. *A 7-foot masonry block wall surrounds the lease area. Due to topography of the site higher than SR73, the site is obscured from view.*
3. The proposed facility, including associated mechanical and electrical equipment, shall not be located within a public right-of-way. *Complies; nearest adjacent public r-o-w is Mt. Airey Blvd., approximately 660 feet to the east.*
4. The proposed facility shall conform to the requirements of this title, this code, and other laws, including pertinent federal regulations of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA). *Complies; licensing and approval from the FCC and, if applicable, FAA. FAA generally does not require lighting below 200 feet.*
5. Copies of required permits from pertinent federal agencies establishing compliance with applicable federal regulations shall be filed with the city prior to the issuance of any permit for a proposed facility. *To be submitted at a future date.*
6. The proposed facility shall conform to applicable development standards set forth in this section. *Complies.*
7. Lightning rods shall not be included in the height calculation for any facility. *Complies.*
8. Antennas and equipment boxes on the utility poles shall be painted to match the pole to which it is attached to minimize visual impacts. *Complies. Tan or gray color is proposed.*
9. Generators or noise producing venting systems shall not be used. *Generator is on-site as a backup in the instance of a power failure. Generator is not the primary power supply.*
10. Lighting for aircraft is prohibited except where required by federal law. *Complies.*

B. Location and Type Priority. Telecommunication facilities shall be located as unobtrusively as is reasonably possible. The provider shall make a good faith effort to site antennas in the following order of priority:

1. Existing Structures or Stealth Facilities. First priority shall be granted to antennas located on existing structures or antennas qualifying as stealth facilities, as follows:
 - a. Existing Structures. Antennas located on lawfully existing buildings, structures, and antenna support structures; provided, that the building, structures, or support structures are: (i) located on a telecommunication facility designed and approved for collocation, (ii) located in a nonresidential zoning district, or (iii) located in a residential zoning district on property that is being used for nonresidential uses such as government, school, or church; or
 - b. Stealth Facilities. Antennas certified as stealth facilities as set forth in this chapter.
2. Monopoles on property owned by the city.
3. Monopoles on property owned by a noncity public agency.
- 4. Monopoles on Nonresidential Private Property. Monopoles constructed on private property; provided, that the private property is (a) located in a nonresidential zoning district, or (b) located in a residential zoning district on property that is used for a nonresidential use such as government, school, or church.**
5. Other. Any combination of antenna type and location other than those listed in this subsection.

C. Burden of Proof. If the applicant desires to locate antennas on a site other than the highest priority site, the applicant shall have the burden of demonstrating to the city why it could not locate antennas on site with a higher priority than the site chosen by the applicant. The applicant shall provide the following information to the approving authority:

1. Higher Priority Sites. The identity and location of any higher priority sites located within the desired service area.
2. Reason for Rejection of Higher Priority Sites. The reasons why the higher priority sites are not technologically, legally, or economically feasible. The applicant shall make a good faith effort to locate antennas on a higher priority site. The city may request information from outside sources to justify or rebut the applicant's reasons for rejecting a higher priority site.
3. Justification for Proposed Site. Why the proposed site is essential

to meet the service demands of the geographic service area and the citywide network. If the applicant desires to construct a monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing buildings, structures, or stealth facilities.

D. Setbacks.

1. Communication facilities and towers shall comply with the setback requirements of the underlying zone and are further modified in subsection I of this section.

2. When located in a residential zone or on a nonresidential lot that is adjacent to residential zones, development, or property designated for residential land use by the general plan, communication facilities and towers shall be a minimum of 200 feet from the property line abutting residential uses. This will allow for adequate separation from residential development. *The site is 1,700 feet from Spring Run to the west and 1,100 feet to the south, and across SR73, to Spring Valley Townhomes.*

E. Collocation. Collocation of communication facilities and towers on a previously approved communication facility such as an existing building, structure, or antenna support structure, is allowed, provided: *No co-location as this is a new tower but co-location on the proposed tower is possible.*

1. No increase in the height of the existing support structure is proposed;
2. All aspects of the collocation improvements must be located within the previously approved screened area;
3. Compliance with the corresponding provisions set forth in this subsection.

I. Specific Regulations by Type. Communication facilities are characterized by the type or location of the antenna structure. There are five general types of antenna structures contemplated by this chapter: ham radio towers, monopoles, roof-mounted antennas, stealth facilities, and wall-mounted antennas. If a particular type of antenna structure is allowed by this chapter as a special use, the minimum standards for that type of antenna are as follows:

2. Monopoles.

- a. Justification. If the applicant desires to construct a monopole, the

applicant shall first submit a detailed written description of why the applicant cannot obtain coverage using existing buildings, structures, or stealth facilities. The description shall include a radio frequency engineering review of the proposed monopole telecommunication facility in relation to the requested height and possible alternative locations. *Analysis submitted and included as an exhibit to this staff report.*

b. Visual Analysis. The applicant shall submit a visual analysis which may include photo simulation, field mock-up, or other techniques, which identifies the potential for visual impacts of the proposed monopole. The analysis shall consider views from public areas (streets, parks, etc.) and from private residences. *Visual analysis submitted and included as an exhibit to this staff report.*

c. Maximum Height. The maximum height of the monopole or monopole antenna shall be 60 feet, although the city may allow an antenna or antenna support structure up to 120 feet in height, if the applicant demonstrates that the additional height is necessary to obtain coverage or to allow collocation, and that the applicant has taken steps to mitigate adverse effects on the surrounding neighborhood. The antenna itself shall not exceed 10 feet in height. *The applicant proposes a 90-foot tower which will allow co-location of a second set of antennae. Co-location on a 90-foot tower has the possibility of reducing the need for a separate 60-foot tower elsewhere. 60-foot towers generally do not provide the height and coverage needed for a secondary provider. A lighting rod will be attached to the tower to make the overall height 94 feet. EMMC 17.75.091.A.7 states lightning rods shall not be used in height calculation of any facility.*

d. Setback. Monopoles shall be set back a minimum distance equal to four times the height of the proposed monopole structure from any residential lot line, measured from the base of the monopole to the nearest residential lot line unless the applicant can demonstrate that a lesser distance is necessary as demonstrated in a certified radio frequency engineering report. *Nearest residential is 1,100 feet to the south.*

e. Spacing. No monopole shall be approved within 1,000 feet of another monopole, except those within 120 feet of or adjacent to existing transmission powerline corridors. This is permitted because monopoles will blend in with the power poles. *No tower exists within 1,000 feet of the proposed site.*

f. Color. A surface treatment may be required so that monopoles, antennas, and related support structures match the background

against which they are most commonly seen. *Proposed as gray or tan; typical of existing towers.*

g. Screening. Monopoles shall be fenced with a six-foot-high black vinyl coated chain-link, opaque fence or other fencing or wall method. *CMU block wall with gate proposed. The gate is to be black vinyl coated chain-link. A solid masonry wall or decorative concrete wall is required when adjacent to the Agriculture zone.*

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval of the site plan request of AT&T to locate a new wireless communication monopole on Parcel 58:033:0386 in the Agriculture zone and accessed by 9469 N. Mt. Airey Blvd., with the following condition:

1. Allowing or the lighting rod, emergency generator, and any other technical requirements necessary for the proper functioning of the cell tower.

ATTACHMENTS:

[Civil Drawings](#)

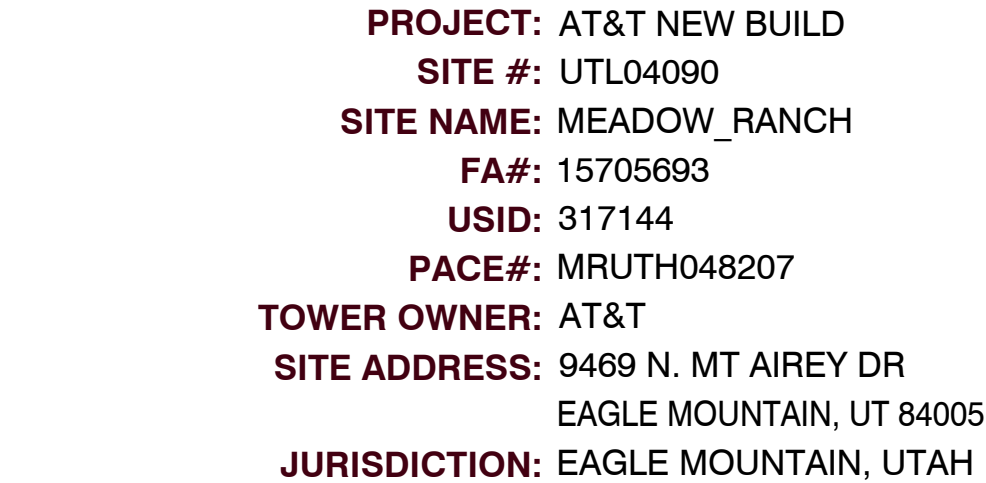
[Site Photos](#)

[Statement of Justification](#)

PROJECT TEAM	
<u>APPLICANT:</u>	
COMPANY:	AT&T
ADDRESS:	7670 S CHESTER ST.
CITY, STATE, ZIP:	CENTENNIAL, CO 80112
CONTACT:	BECKY JOHN-HANEY
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<u>PROJECT MANAGEMENT:</u>	
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CITY, STATE, ZIP:	CENTENNIAL, CO 80112
CONTACT:	JAN ROBINETTE
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EMAIL:	JR102N@AT&T.COM
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ADDRESS:	1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
CITY, STATE, ZIP:	ANNAPOLIS, MD 21401
CONTACT:	TYLER LAROS
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<u>CONSTRUCTION MANAGER:</u>	
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CITY, STATE, ZIP:	CENTENNIAL, CO 80112
CONTACT:	ROB ACOSTA
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ADDRESS:	1825 W. WALNUT HILL LANE, SUITE 120
CITY, STATE, ZIP:	IRVING, TX 75038
CONTACT:	MIKE MOORE
	484.678.2017
	MIKE.MOORE@TRYLON.COM

GENERAL NOTES	
<u>DO NOT SCALE DRAWINGS</u>	
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.	
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, PORTABLE WATER, OR TRASH DISPOSAL IS REQUIRED, NO COMMERCIAL SIGNAGE AND NO LANDSCAPING IS PROPOSED	

PROJECT INFORMATION	
SITE ADDRESS:	9469 N. MT AIREY DR EAGLE MOUNTAIN, UT 84005
PARCEL NUMBER (APN):	580330386
PARCEL OWNER:	AUTUMN VALLEY LAND, LC EAGLE MOUNTAIN, UT 84005 TBD
STRUCTURE TYPE:	90'—0" MONOPOLE
SITE TYPE:	NEW BUILD RAW LAND
TOWER OWNER:	AT&T
TOWER OWNER SITE ID:	TBD
LATITUDE (NAD 83):	40.384567° / 40° 23' 04.44" N
LONGITUDE (NAD 83):	−111.967925° / 111° 58' 04.53" W
GROUND ELEVATION:	±4988.7' (AMSL)
OCCUPANCY GROUP:	U—UTILITY (UNMANNED WCF)
COUNTY:	UTAH
JURISDICTION:	EAGLE MOUNTAIN, UTAH
ZONING:	COMMERCIAL
AT&T LEASE AREA:	2500 SQ. FT.
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.
POWER PROVIDER:	ROCKY MOUNTAIN POWER
FIBER PROVIDER:	T.B.D.



VICINITY MAP

The vicinity map shows the site location marked with a bullseye and labeled 'UTL04090'. The site is situated near the intersection of Spring Run Pkwy and W Cedar Fort Rd. Other nearby locations include Dominion Energy - Western Region Office, TM Crushing Talon's Cove Pit, Elevate Gymnastics, and Eagle Mountain Storage. A north arrow is present in the bottom left corner.

DRIVING DIRECTIONS

FROM PROVO MUNICIPAL AIRPORT, 3421 MIKE JENSE PKWY, PROVO, UT 84601:

DEPART AND HEAD TOWARD ALPINE AIR WAY, TURN RIGHT ONTO ALPINE AIR WAY
TURN LEFT TO STAY ON ALPINE AIR WAY, TURN LEFT TO STAY ON ALPINE AIR WAY, TURN RIGHT ONTO MIKE JENSE PKWY, TURN LEFT ONTO S 3110 W,
TURN RIGHT THEN BEAR LEFT ONTO S 3110 W, TURN RIGHT ONTO W CENTER ST, KEEP STRAIGHT TO GET ONTO UT-114 / W CENTER ST
BEAR LEFT ONTO W CENTER ST, TAKE THE RAMP ON THE LEFT FOR I-15 N, KEEP STRAIGHT TO GET ONTO UT-73 / PIONEER CROSSING
TURN RIGHT ONTO N MOUNT AIREY DR, TURN LEFT, ARRIVE AT DESTINATION

BUILDING CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

1. 2018 INTERNATIONAL BUILDING CODE
2. 2018 INTERNATIONAL PLUMBING CODE
3. 2018 INTERNATIONAL MECHANICAL CODE
4. 2017 NATIONAL ELECTRICAL CODE
5. AMERICAN CONCRETE INSTITUTE, ACI-318
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION, AISC
7. MANUAL OF STEEL CONSTRUCTION 13TH EDITION
8. ANSI/TIA-222-G
9. TIA 607
10. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
12. TELCORDIA GR-1275
13. ANSI/T 311

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

RFDS DATA	
RFDS ID: UTXN004090 DATED: 04/06/2022 REVISION: 1.0 VERSION: 1.00 UPDATED BY: PG6899 DATE/TIME UPDATED: 4/11/2022 6:40:02 PM	
NUMBER OF SECTORS: NUMBER OF ANTENNAS: NUMBER OF RRHs: NUMBER OF DISH ANTENNAS: NUMBER OF FIBER/DC SQUIDS: NUMBER OF DC SQUIDS: NUMBER OF FIBER TRUNK CABLES: NUMBER OF DC TRUNK CABLES:	3 12 18 — — 3 3 9

APPROVALS	
AT&T (RF): _____	DATE: _____
AT&T (CONST): _____	DATE: _____
AT&T (SAM): _____	DATE: _____
PROPERTY OWNER: _____	DATE: _____

PROJECT SCOPE				
☒ 1C	☒ 3C	☒ 5C	☐ 4T4R	☐ 2ND RRH ADD
☒ 2C	☒ 4C	☒ 6C	☐ RRH SWAP	

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:

PROPOSED 90'-0" MONOPOLE SCOPE OF WORK:

- INSTALL (6) ANTENNAS, (2) PER SECTOR
- INSTALL (12) RRH'S, (4) PER SECTOR
- PROPOSED AT&T SECTOR SABRE MOUNT C10-841-002C
- INSTALL (3) RAYCAP SURGE SUPPRESSORS, (1) PER SECTOR
- INSTALL (3) FIBER LINES
- INSTALL (6) DC POWER LINES

PROPOSED AT&T GROUND SCOPE OF WORK:

- INSTALL (1) AT&T 10'-9"x10'-9" STEEL WALK-IN-CABINET (SWIC)
- INSTALL 50'-0"x50'-0" CMU WALL W/ 12'-0" DOUBLE SWING GATE
- INSTALL 12'-9"x12'-9" CONCRETE PAD FOR SWIC
- INSTALL 4'-0"x9'-0" CONCRETE PAD FOR GENERATOR
- INSTALL 30Kw DIESEL GENERATOR
- INSTALL (2) OUTDOOR DC12
- INSTALL (1) 15'-10" LONG ICE BRIDGE
- INSTALL (1) AT&T GPS ANTENNA
- INSTALL (1) H-FRAME
- INSTALL (1) 200A ELECTRIC SERVICE WITH 200A METER BASE AND DISCONNECT
- INSTALL (1) UNDERGROUND FIBER VAULT
- INSTALL 620'-0"± ASPHALT ACCESS DRIVEWAY 12'-0" WIDE

SHEET INDEX		
SHEET #	DESCRIPTION	REVISION #
T-1	TITLE SHEET	5
LS-1 TO LS-4	SURVEY	5
A-1	OVERALL SITE PLAN	5
A-2	ENLARGED SITE PLAN	5
A-3	ENLARGED LEASE AREA	5
A-4	ANTENNA LAYOUT AND SCHEDULE	5
A-5	ELEVATIONS	5
D-6	DETAILS	5
D-7	WALK-IN-CABINET DETAILS	5
D-8	GENERATOR DETAILS	5
D-9 TO D-11	DETAILS	5
D-12	CONCRETE PAD DETAILS	5
D-13	CMU WALL DETAIL	5
D-14 TO D-16	CONCRETE PAD DETAILS	5
E-1	CWIC PANEL SCHEDULE	5
E-2	SINGLE LINE DIAGRAM AND FAULT CALCULATIONS	5
G-1 TO G-2	COMPOUND & EQUIPMENT GROUNDING PLAN	5
G-3 TO G-4	GROUNDING DETAILS	5
GN-1 TO GN-4	GENERAL NOTES	5
ATTACHED	SITE GRADING PLAN	5



DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
PRINTED MEDIA ONLY.

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
1	07/23/22	100% CD	RC
2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

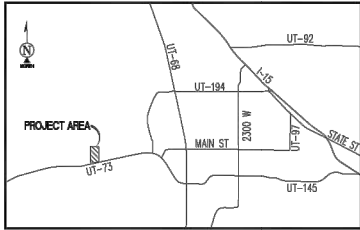
USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION
TITLE SHEET

SHEET NO.
T-1



VICINITY MAP
N.T.S.

SURVEY DATE
03/09/2022

BENCHMARK
PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B' MODELED SEPARATIONS TO ELIPSOID HEIGHTS DETERMINED BY RAW STATIC GPS DATA PROCESSED ON THE NGS OPUS WEBSITE. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED UPON THE UTAH ZONE CENTRAL STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011). DETERMINED BY RAW STATIC GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE NGS OPUS WEBSITE.

GRID-TO-GROUND SCALE FACTOR NOTE
ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99970888

FLOOD_ZONE
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD_ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #49049C0150F, DATED 6/19/2020

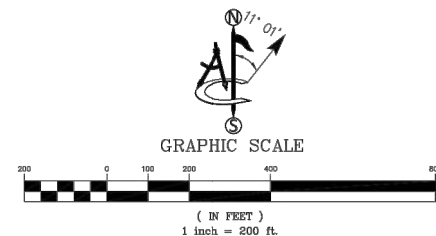
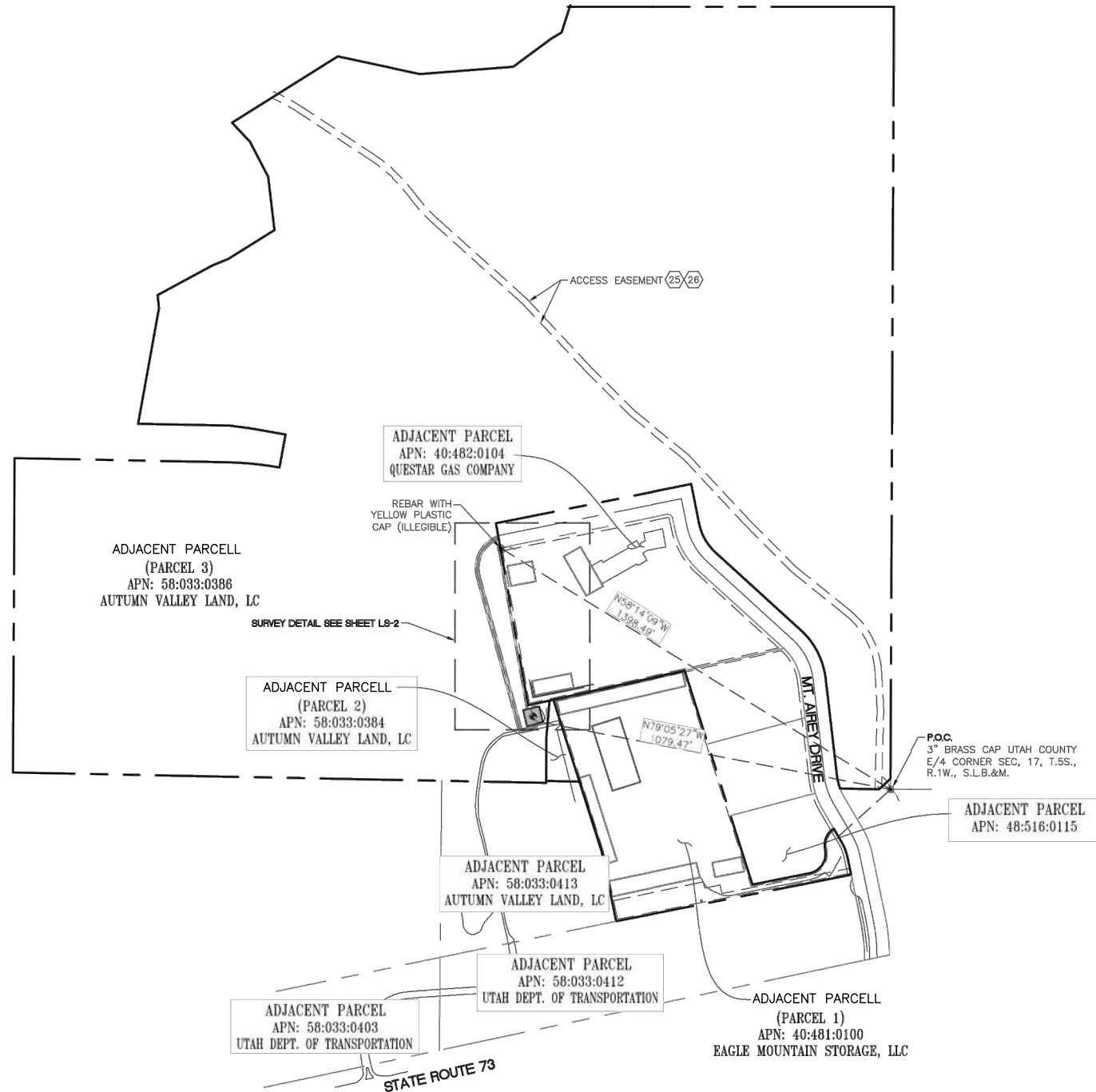
UTILITY NOTES
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEYOR'S NOTES
CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.



PLANS PREPARED BY:

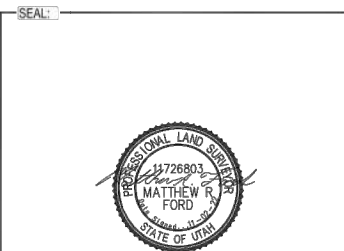


NO.	DATE	DESCRIPTION	BY
A	03/21/22	PRELIMINARY	CK
0	04/14/22	DESIGN (C)	CK
1	05/24/22	COMMENTS (A)	MF
2	08/24/22	DESIGN (C)	SB
3	09/07/22	COMMENTS (C)	MF
4	10/10/22	UTILITY ESMT (C)	SB
5	10/25/22	ACCESS ESMT (C)	SB

SITE INFORMATION:
SITE #: UTLO4090
SITE NAME: MEADOW RANCH
FA#: 15705693
USID#: 317144

9469 N. MT AIREY DRIVE
EAGLE MOUNTAIN, UT 84005

UTAH COUNTY

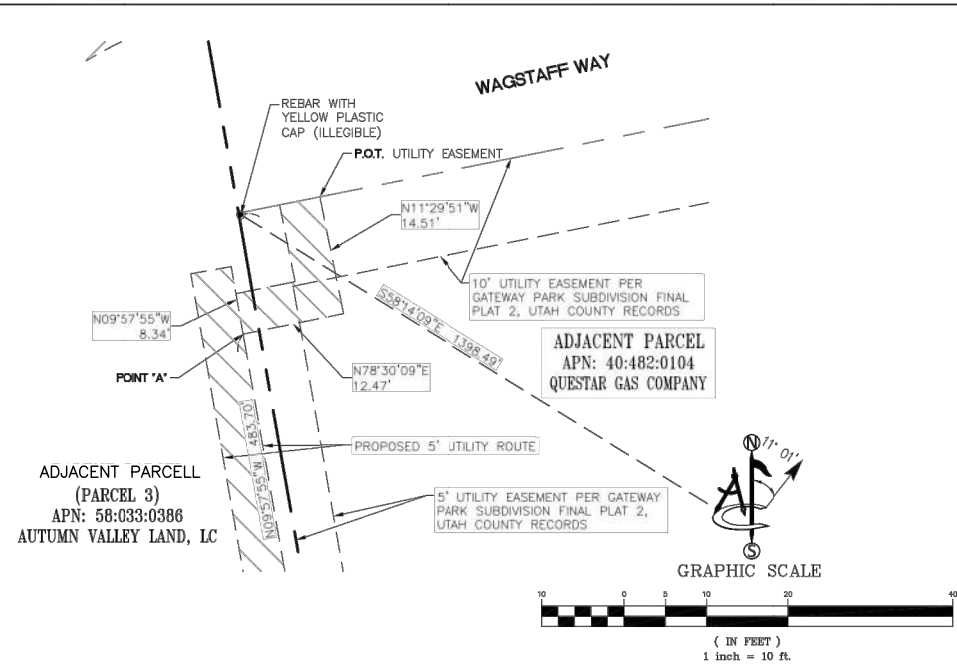
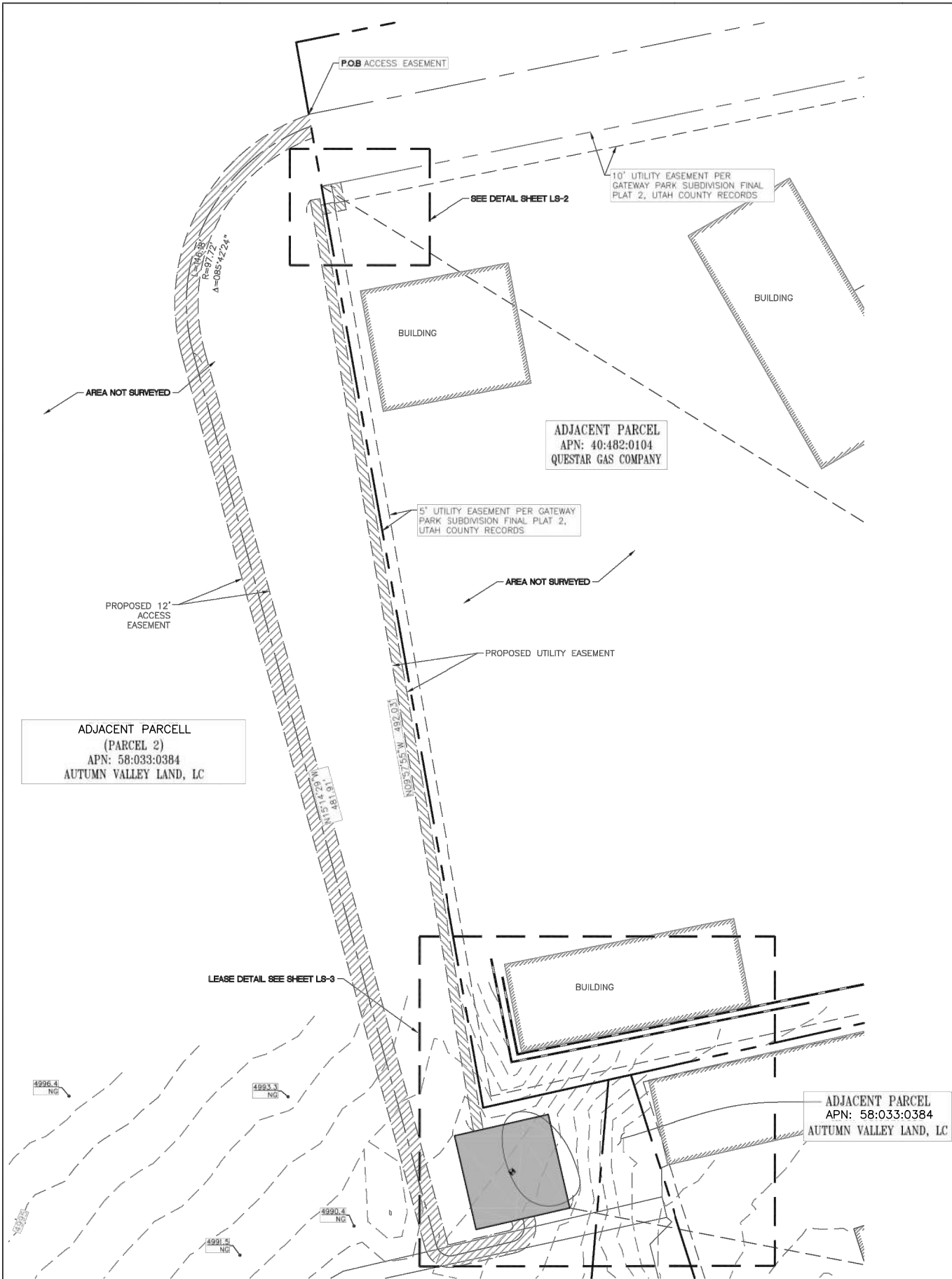


SHEET TITLE:

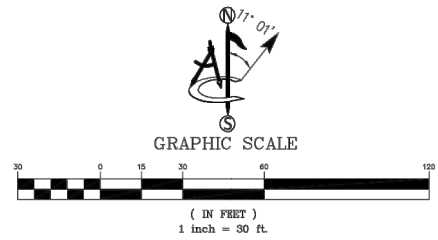
SITE SURVEY

SHEET NUMBER:

LS-1



LEGEND	
AP ASPHALT	UTILITY MANHOLES
BLDG TOP OF BUILDING	POSITION OF GEODETIC COORDINATES
CLF CHAIN LINK FENCE	SPOT ELEVATION
CMU CONCRETE MASONRY UNIT	
CONC CONCRETE	
NG NATURAL GRADE	
WALL TOP OF WALL	
CMU WALLS	
CHAIN LINK FENCE	
STREET CENTERLINES	
SUBJECT PROPERTY LINE	
ADJACENT PROPERTY LINE	
LEASE AREA LIMITS	
MAJOR CONTOUR INTERVAL	
MINOR CONTOUR INTERVAL	



SITE PLAN





4645 S LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

ambit consulting

PLANS PREPARED BY:



1825 W. WALNUT HILL LANE SUITE 302
IRVING, TX 75038

NO.	DATE	DESCRIPTION	BY
A	03/21/22	PRELIMINARY	CK
0	04/14/22	DESIGN (C)	CK
1	05/24/22	COMMENTS (A)	MF
2	08/24/22	DESIGN (C)	SB
3	09/07/22	COMMENTS (C)	MF
4	10/10/22	UTILITY ESMT (C)	SB
5	10/25/22	ACCESS ESMT (C)	SB

SITE INFORMATION:

SITE #: UTLO4090
SITE NAME: MEADOW RANCH
FA#: 15705693
USID#: 317144

9469 N. MT AIREY DRIVE
EAGLE MOUNTAIN, UT 84005

UTAH COUNTY

SEAL:



SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

LS-2

AP ASPHALT
BLDG TOP OF BUILDING
CLF CHAIN LINK FENCE
CMU CONCRETE MASONRY UNIT
CONC CONCRETE
NG NATURAL GRADE
WALL TOP OF WALL
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS

CMU WALLS

CHAIN LINK FENCE

STREET CENTERLINES

SUBJECT PROPERTY LINE

ADJACENT PROPERTY LINE

LEASE AREA LIMITS

MAJOR CONTOUR INTERVAL

MINOR CONTOUR INTERVAL

LEGEND

POSITION OF GEODETIC COORDINATES
LATITUDE 40° 23' 04.44" (40.384567°) NORTH (NAD83)
LONGITUDE 111° 58' 04.53" (111.967925°) WEST (NAD83)
GROUND ELEVATION @ 4988.7' (NAVD88)

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99970888

COMMENCING AT A 3" UTAH COUNTY BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A REBAR WITH YELLOW PLASTIC CAP AT THE NORTHWEST CORNER OF LOT 104, GATEWAY PARK SUBDIVISION FINAL PLAT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED AS ENTRY NO. 3993:2015 AS MAP FILING #14482 IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, STATE OF UTAH BEARS NORTH 58°14'09" WEST, 1398.49 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 79°05'27" WEST, 1079.47 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°05'07" WEST, 50.00 FEET; THENCE NORTH 12°54'53" WEST, 50.00 FEET; THENCE NORTH 77°05'07" EAST, 50.00 FEET; THENCE SOUTH 12°54'53" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET (0.057 ACRES) OF LAND, MORE OR LESS.

5' UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING 5.00 FEET WIDE, LYING 5.00 FEET WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED SIDELINE:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99970888

COMMENCING AT A 3" UTAH COUNTY BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A REBAR WITH YELLOW PLASTIC CAP AT THE NORTHWEST CORNER OF LOT 104, GATEWAY PARK SUBDIVISION FINAL PLAT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED AS ENTRY NO. 3993:2015 AS MAP FILING #14482 IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, STATE OF UTAH BEARS NORTH 58°14'09" WEST, 1398.49 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 79°05'27" WEST, 1079.47 FEET; THENCE NORTH 12°54'53" WEST, 50.00 FEET; THENCE SOUTH 77°05'07" WEST, 34.78 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 09°57'55" WEST, 483.70 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE NORTH 78°30'09" EAST, 12.47 FEET; THENCE NORTH 11°29'51" WEST, 14.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF WAGSTAFF WAY, BEING THE POINT OF TERMINUS.

AND BEGINNING AS SAID POINT "A"; THENCE NORTH 09°57'55" WEST, 8.34 FEET;

THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND TO ABUT SAID RIGHT OF WAY.

ALSO BEING A PORTION OF THE FOLLOWING ASSESSOR PARCEL NUMBERS:
58:033:0386
40:482:0104

CONTAINING 2,570 SQUARE FEET (0.059 ACRES) OF LAND, MORE OR LESS.

12' ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING 12.00 FEET WIDE, LYING 6.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99970888

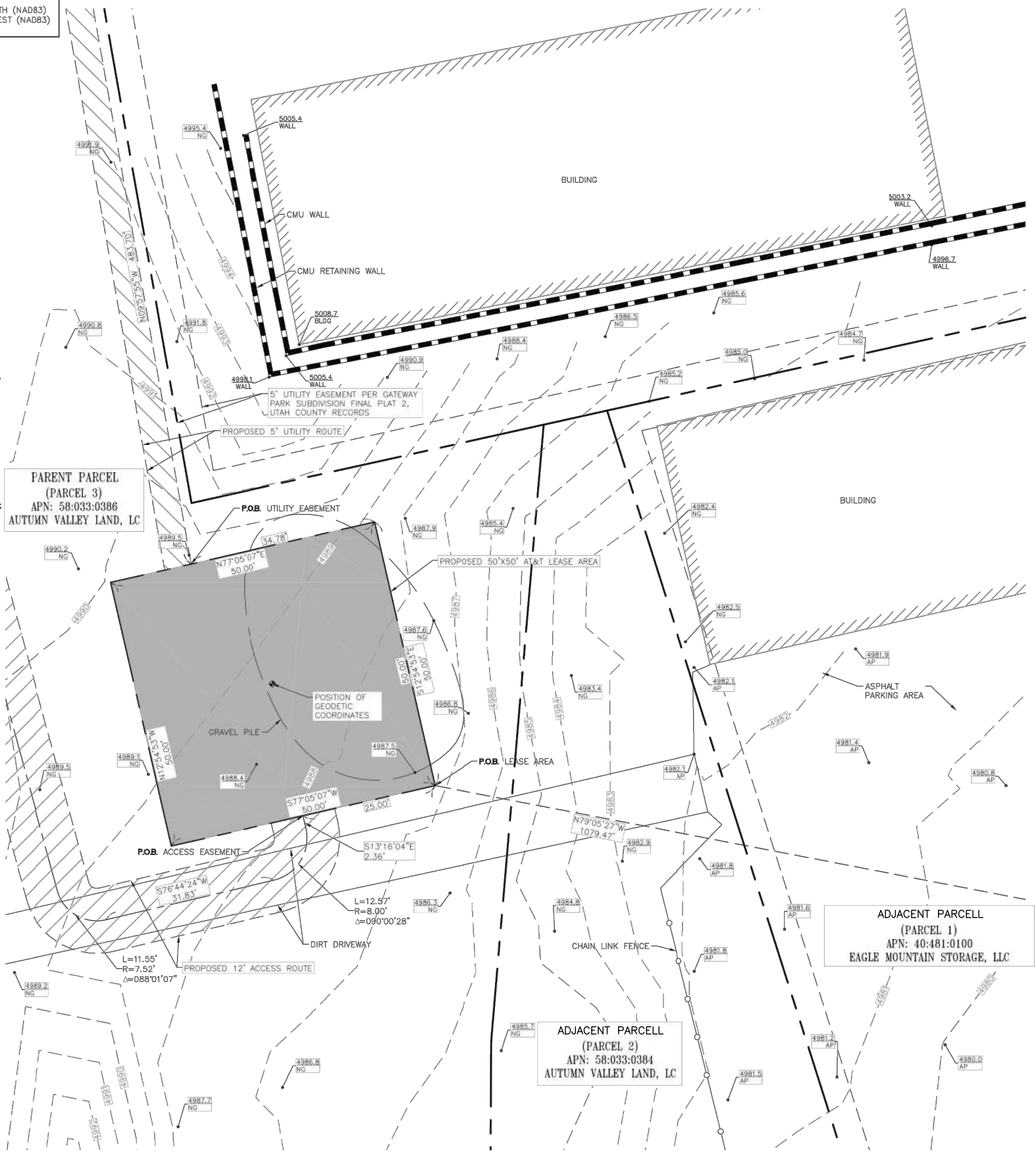
COMMENCING AT A 3" UTAH COUNTY BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 17, FROM WHICH A REBAR WITH YELLOW PLASTIC CAP AT THE NORTHWEST CORNER OF LOT 104, GATEWAY PARK SUBDIVISION FINAL PLAT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED AS ENTRY NO. 3993:2015 AS MAP FILING #14482 IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, STATE OF UTAH BEARS NORTH 58°14'09" WEST, 1398.49 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 79°05'27" WEST, 1079.47 FEET; THENCE SOUTH 77°05'07" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 13°16'04" EAST, 2.36 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 8.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'28", A DISTANCE OF 12.57 FEET; THENCE SOUTH 76°44'24" WEST, 31.83 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 7.52 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°01'07", A DISTANCE OF 11.55 FEET; THENCE NORTH 15°14'29" WEST, 481.91 FEET; TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 97.72 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°42'24", A DISTANCE OF 148.18 FEET TO A POINT ON THE RIGHT OF WAY OF WAGSTAFF WAY, AS SHOWN ON GATEWAY PARK SUBDIVISION FINAL PLAT 2 RECORDED JANUARY 20, 2015 AS ENTRY NO. 3993:2015 AS MAP FILING # 14482 OF OFFICIAL RECORDS, UTAH COUNTY.

THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND TO ABUT SAID RIGHT OF WAY.

ALSO BEING A PORTION OF THE FOLLOWING ASSESSOR PARCEL NUMBER:
58:033:0386

CONTAINING 8,237 SQUARE FEET (0.289 ACRES) OF LAND, MORE OR LESS.



4645 S LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

PLANS PREPARED BY:



1825 W. WALNUT HILL LANE SUITE 302
IRVING, TX 75038

NO.	DATE	DESCRIPTION	BY
A	03/21/22	PRELIMINARY	CK
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2	08/24/22	DESIGN (C)	SB
3	09/07/22	COMMENTS (C)	MF
4	10/10/22	UTILITY ESMT (C)	SB
5	10/25/22	ACCESS ESMT (C)	SB

SITE INFORMATION:
SITE #: UTLO4090
SITE NAME: MEADOW RANCH
FA#: 15705693
USID#: 317144

9469 N. MT AIREY DRIVE
EAGLE MOUNTAIN, UT 84005
UTAH COUNTY

SEAL:



SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

LS-3

LEGEND

EXISTING TREES/SHRUBS

ACCESS ROAD

EXISTING BUILDING

FENCE LINE

TREE/BUSH LINE

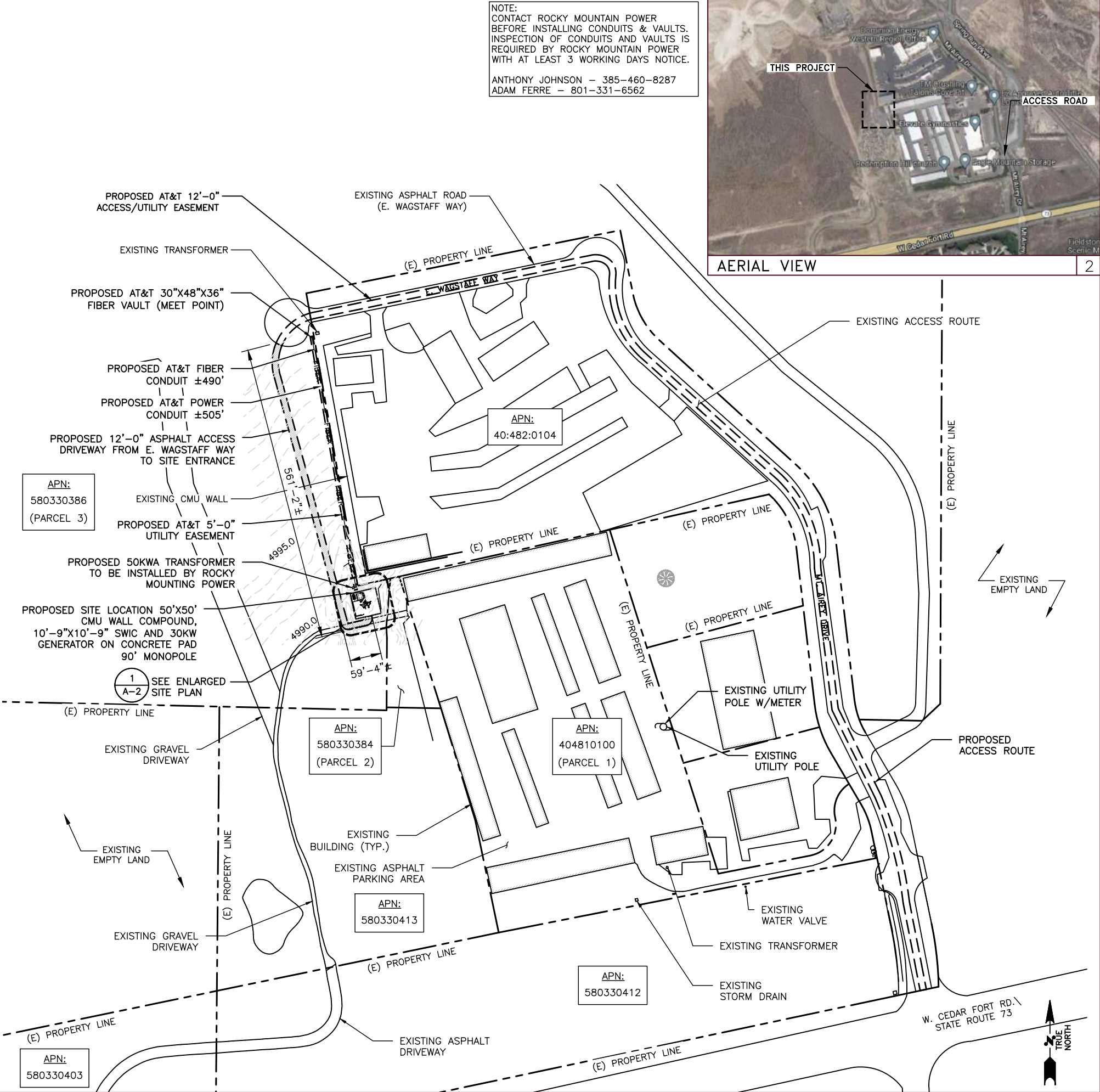
PROPERTY LINE

EASEMENT LINE

UTILITY POLE

OVERHEAD WIRE

- GENERAL NOTES:
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
 - THE CONTRACTOR SHALL NOTIFY THE AT&T CONSTRUCTION MANAGER IN WRITING, OF ANY CONFLICT, ERRORS OR OMISSION PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
 - THE SCOPE OF THE WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
 - CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT (800) 424-5555 PRIOR TO EXCAVATION AT SITE.
 - ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
 - NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
 - THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
 - THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
 - POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
 - THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
 - NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED IN ANY FILL OR EMBANKMENT.
 - ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
 - THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS.
 - CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION, EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
 - UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.
 - AT&T CONTRACTOR RESPONSIBILITIES:
 - INSTALLATION OF POWER AND TELCO CONDUIT FROM MULTI-GANG METER RACK AND TELCO DEMARCATION.
 - INSTALLATION OF WAVE GUIDE SUPPORT FROM AT&T LEASED AREA TO TOWER BASE.
 - POWER AND FIBER LINES FROM AT&T GROUND EQUIPMENT TO ANTENNA MOUNT LOCATION ON TOWER.
 - AT&T ANTENNAS, RRU's AND APPURTENANT AT&T EQUIPMENT TO ANTENNA MOUNTING PLATFORM AT RAD CENTER IN ACCORDANCE WITH AT&T RFDS.



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112

1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
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5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

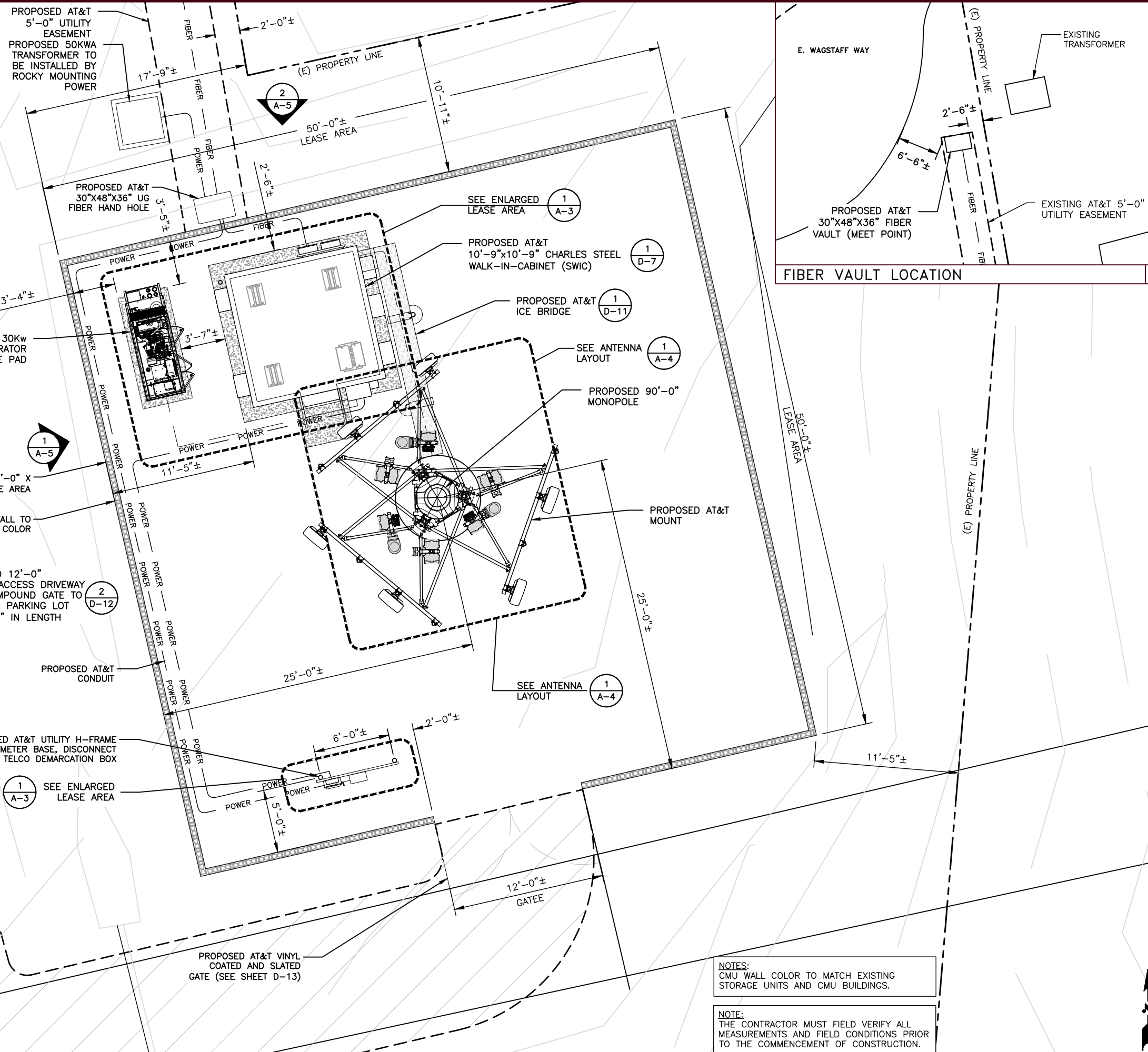
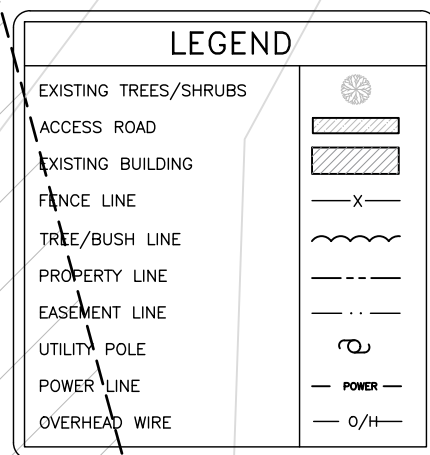
9469 N. MT AIREY DR EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

OVERALL SITE PLAN

SHEET NO.

A-1



1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401



DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
PRINTED MEDIA ONLY.

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
1	07/23/22	100% CD	RC
2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

ENLARGED SITE PLAN

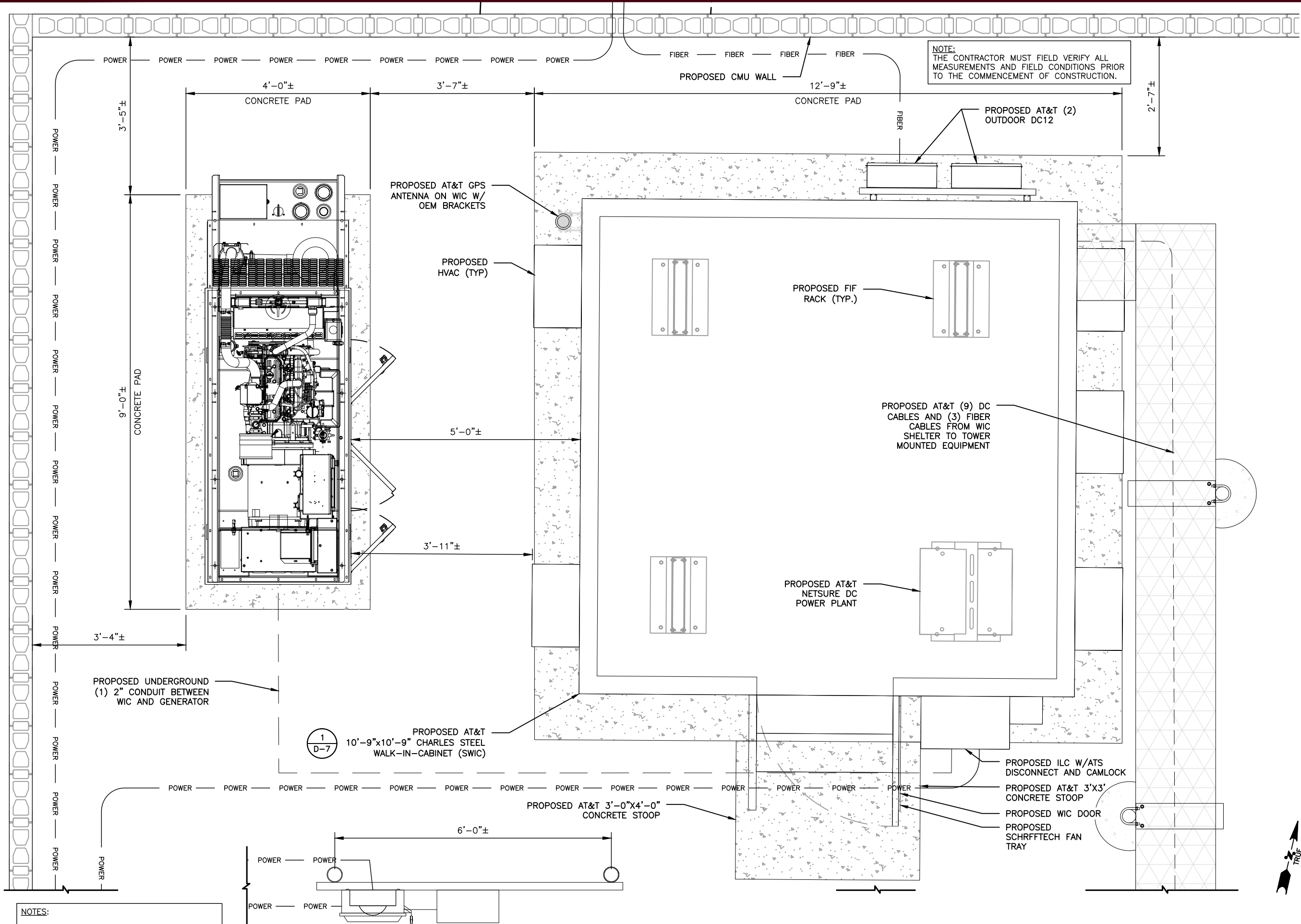
SHEET NO.

A-2

ENLARGED SITE PLAN



SCALE: $1/8"=1'-0"$ (11x17)
(OR) $1/4"=1'-0"$ (22x34)



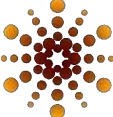
NOTES:
1. CMU WALL COLOR TO MATCH EXISTING STORAGE UNITS AND CMU BUILDINGS.



AT&T
7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



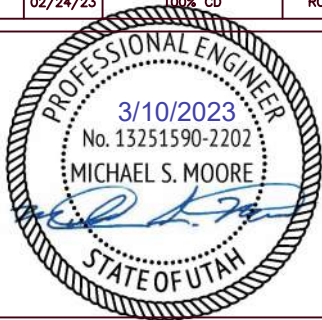
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401



Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
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C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
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2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C
UTL04090
MEADOW_RANCH
FA#: 15705693
USID: 317144
SITE ADDRESS:
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

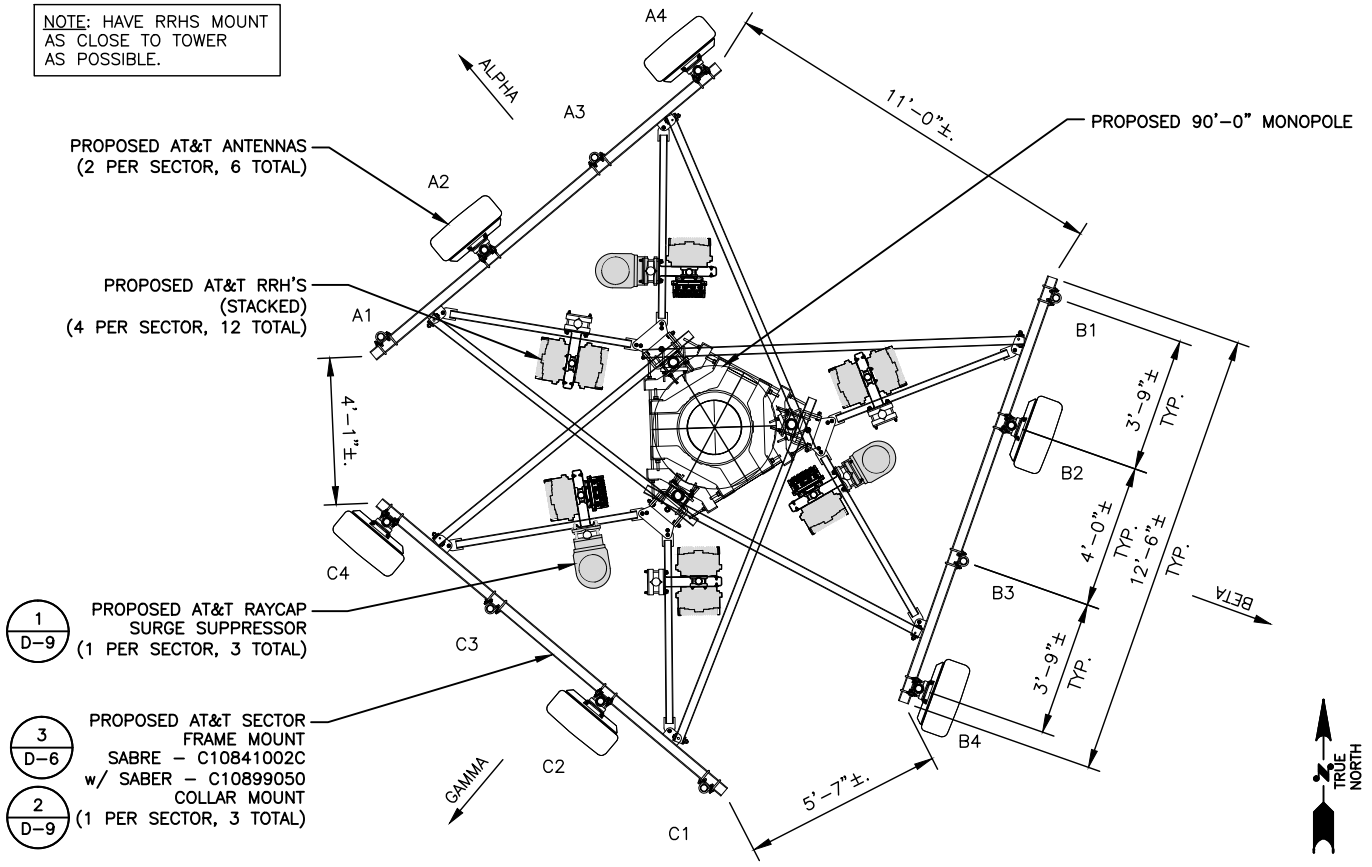
SHEET DESCRIPTION

ENLARGED LEASE AREA

SHEET NO.

A-3

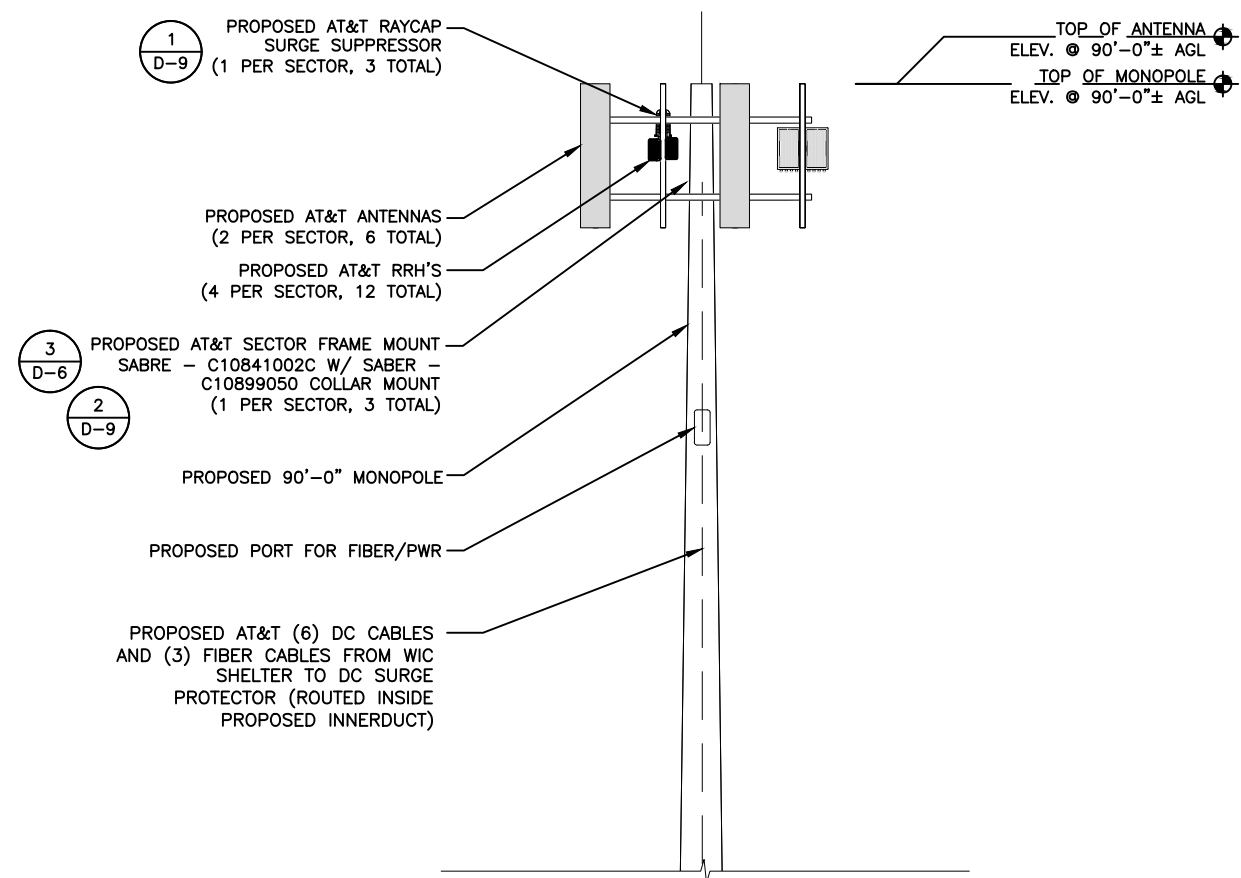
NOTE: HAVE RRHS MOUNT AS CLOSE TO TOWER AS POSSIBLE.



PROPOSED ANTENNA LAYOUT



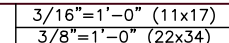
PROPOSED SECTOR PROFILE



ANTENNA SCHEDULE										
SECTOR	ANTENNA POSITION	TECHNOLOGY	MANUFACTURER	MODEL NUMBER	RAD CENTER	TIP HEIGHT	CABLE TYPE	APPROXIMATE CABLE LENGTH	SQUID	RADIO
ALPHA	1	--	--	--	86'-0"	90'-0"	(2) DC TRUNKS (1) FIBER TRUNK	115'-0"	(1) DC9-48-60-24-PC16-EV	-
	2	5G 850	COMMSCOPE	NNH4-65C-R6-HG	86'-0"	90'-0"		115'-0"		(1) AIRSCALE AHCA (1) AIRSCALE AHNA
	3	--	--	--	86'-0"	90'-0"		115'-0"		-
	4	LTE 700/AWS/ 1900/WCS	COMMSCOPE	NNH4-65C-R6-HG	86'-0"	90'-0"		115'-0"		(1) AIRSCALE DUAL RRH AHLBBA (1) AIRSCALE DUAL AHFIB
BETA	1	--	--	--	86'-0"	90'-0"	(2) DC TRUNKS (1) FIBER TRUNK	115'-0"	(1) DC9-48-60-24-PC16-EV	-
	2	5G 850	COMMSCOPE	NNH4-65C-R6-HG	86'-0"	90'-0"		115'-0"		(1) AIRSCALE AHCA (1) AIRSCALE AHNA
	3	--	--	--	86'-0"	90'-0"		115'-0"		-
	4	LTE 700/AWS/ 1900/WCS	COMMSCOPE	NNH4-65C-R6-HG	86'-0"	90'-0"		115'-0"		(1) AIRSCALE DUAL RRH AHLBBA (1) AIRSCALE DUAL AHFIB
GAMMA	1	--	--	--	86'-0"	90'-0"	(2) DC TRUNKS (1) FIBER TRUNK	115'-0"	(1) DC9-48-60-24-PC16-EV	-
	2	5G 850	COMMSCOPE	NNH4-65C-R6-HG	86'-0"	90'-0"		115'-0"		(1) AIRSCALE AHCA (1) AIRSCALE AHNA
	3	--	--	--	86'-0"	90'-0"		115'-0"		-
	4	LTE 700/AWS/ 1900/WCS	COMMSCOPE	NNH4-65C-R6-HG	86'-0"	90'-0"		115'-0"		(1) AIRSCALE DUAL RRH AHLBBA (1) AIRSCALE DUAL AHFIB

* CONTRACTOR TO REFER TO FINAL RFDS FOR ALL RF DETAILS.
** OR SIMILAR

PROPOSED ANTENNA SCHEDULE



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112

1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
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2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC

SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C
UTL04090
MEADOW_RANCH
FA#: 15705693
USID: 317144
SITE ADDRESS:
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

ANTENNA LAYOUT AND
SCHEDULE

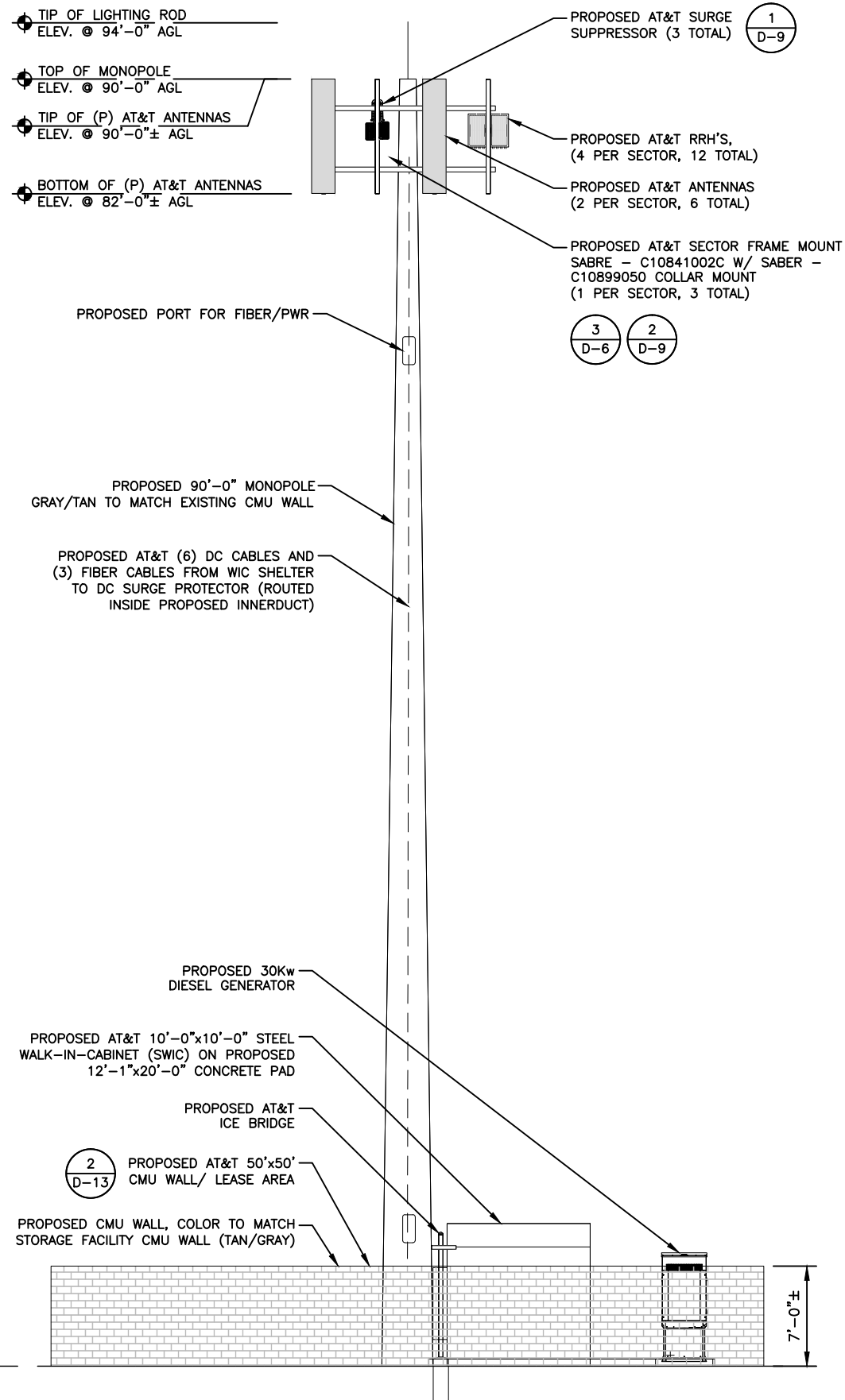
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A-4

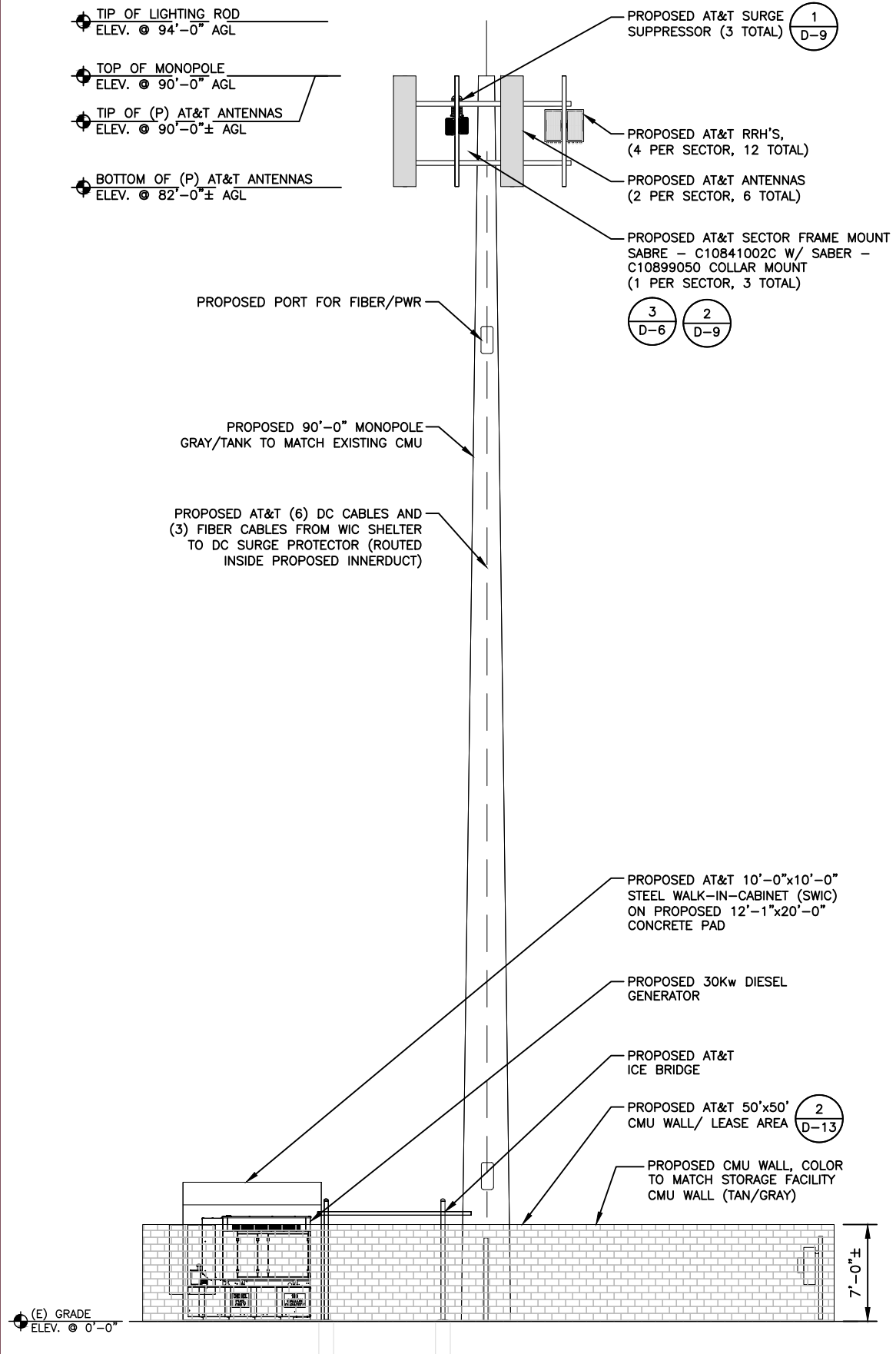
NOTES:

1. THESE DRAWINGS SHALL NOT BE RELIED UPON AS AN INDICATION THAT THE TOWER STRUCTURE, ITS COMPONENTS, AND ITS FOUNDATION HAVE ADEQUATE STRUCTURAL CAPACITY TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, MOUNTS, EQUIPMENT, AND COAXIAL CABLES. TRYLON HAS NOT PERFORMED A STRUCTURAL ANALYSIS ON THE TOWER, FOUNDATION, ANTENNA MOUNT, AND ALL ITS COMPONENTS. IT IS THE RESPONSIBILITY OF THE OWNER TO HAVE A STRUCTURAL ANALYSIS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT, COAXIAL CABLES, ANTENNAS, OR APPURTENANCES ON THE TOWER. THIS STRUCTURAL ANALYSIS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER REGISTERED IN UTAH.
2. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
3. ANTENNA AND MOUNT DESIGN MUST COMPLY WITH ANSI/TIA--222--H AND ALL LOCAL CODES.
4. CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.
5. CONTRACTOR TO GET THE LATEST AT&T RFDS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. CONTRACTOR SHOULD REFER TO FINAL RFDS FOR ALL RF DETAILS.
9. THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

1. CMU WALL COLOR TO MATCH EXISTING STORAGE UNITS AND CMU BUILDINGS.



PROPOSED NORTH ELEVATION



PROPOSED WEST ELEVATION



CABLE LENGTH												
SECTOR	PDF	DISTANCE & CABLE TYPE		DC12	DISTANCE & CABLE TYPE		SQUID	DISTANCE & CABLE TYPE		RRH	TOTAL CABLE LENGTH	FINAL VOLTAGE
ALPHA		15'	8 AWG		170'	6 AWG		15'	8 AWG		200'	40.184V
BETA		15'	8 AWG		170'	6 AWG		15'	8 AWG		200'	40.184V
GAMMA		15'	8 AWG		170'	6 AWG		15'	8 AWG		200'	40.184V
NOTE: 1. USE COMMScope SNAPTAK CABLE HANGERS 10 FT. BELOW AND ABOVE ANTENNAS, AND 5 FT. BEHIND ANTENNAS TO MITIGATE PIM ISSUES. SEE DETAIL 2 THIS SHEET. 2. CONTRACTOR TO REFER TO FINAL RFDS FOR ALL RF DETAILS.												

CABLE COUNT	
QUANTITY	CABLE TYPE
6	6 CONDUCTORS (3 PR) 3/4" DC CABLE
3	48 FIBER (24 PR) 10MM FIBER

CABLE LENGTH AND COUNT

N.T.S.

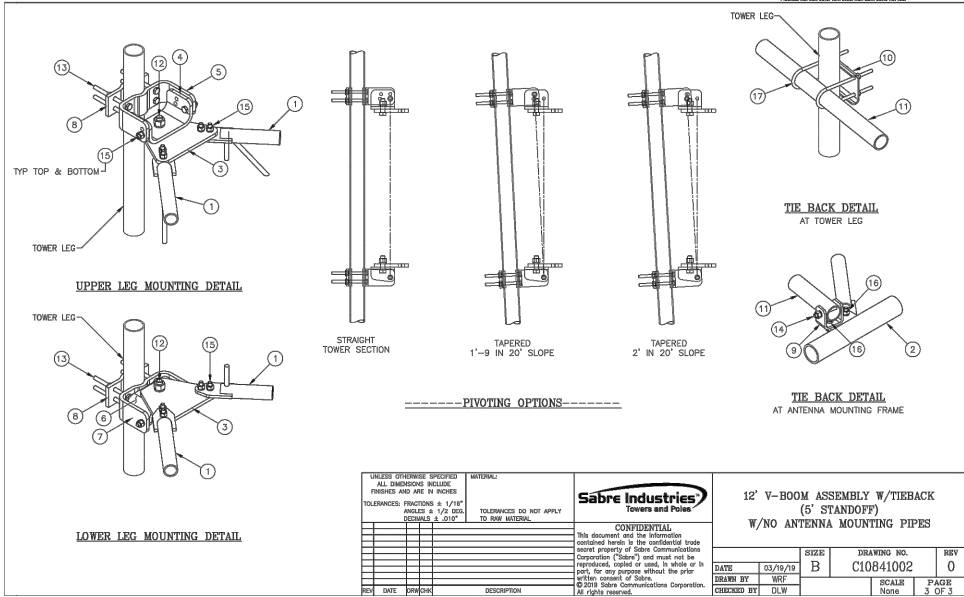
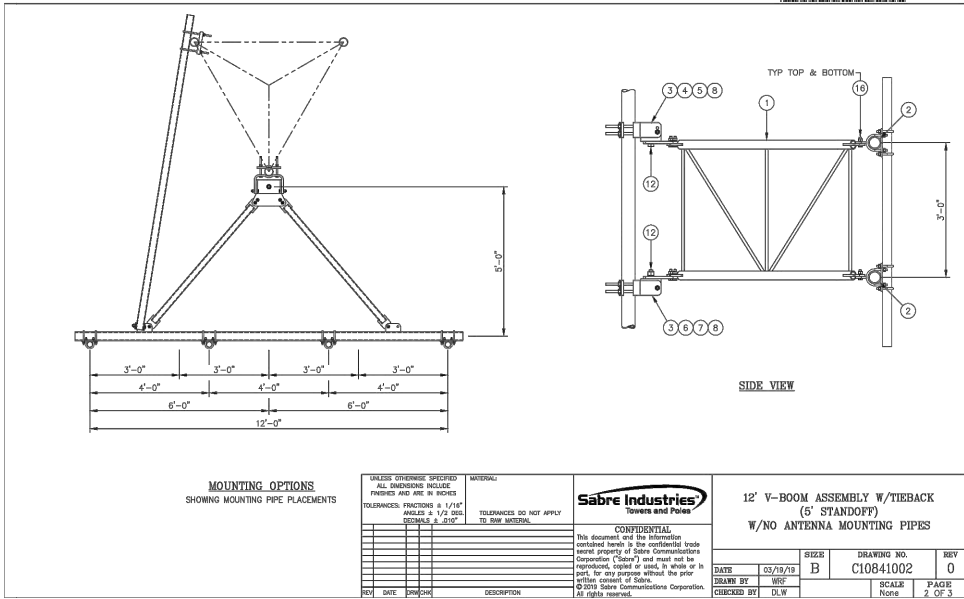
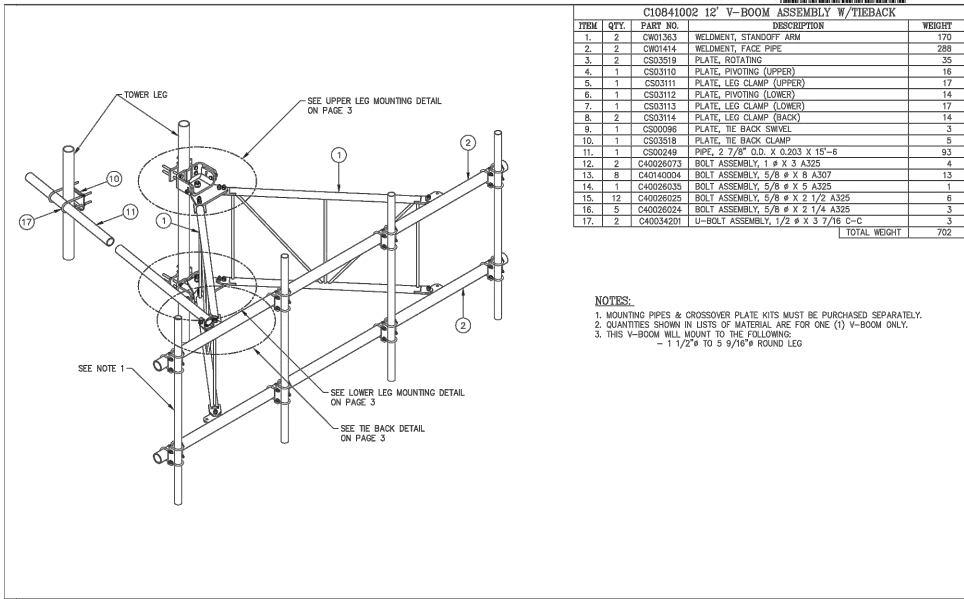
1

SNAPTAK PIM FREE POLYMER HANGERS				
	PART #	AT&T ITEM NUMBER	CABLE SIZE RANGE	AT&T APPROVED CABLES
	SSH-47	ANT. 16979	4.0 TO 7.0 MM	2 FIBER JUMPERS AND 4 FIBER JUMPERS
	SSH-710	ANT. 16980	7.1 TO 10.0 MM	RET CABLES
	SSH-1014	ANT. 16981	10.1 TO 14.0 MM	2 CONDUCTOR POWER CABLES
	SSH-1416	ANT. 16982	14.1 TO 16.0 MM	1/2" COAX CABLE JUMPERS
NOTE: 1. USE SNAPTAK PIM FREE POLYMER HANGERS FOR COAX, DC AND FIBER JUMPER SUPPORT. 2. CABLE ATTACHMENT AND PIM MITIGATION TO FOLLOW AT&T CONSTRUCTION STANDARDS DOCUMENT # ATT-CEM-18006 TITLED "HOSE CLAMP & METAL SNAP-IN SUPPORTS PIM PROBLEM RESOLUTION".				

SNAPTAK PIM FREE POLYMER HANGERS

N.T.S.

2



SABER - C10841002C MOUNT DETAIL

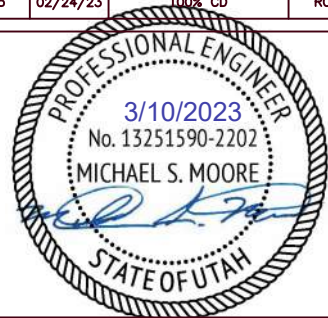
N.T.S.

3



DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS			
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0	05/25/22	100% CD	RC
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3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C
UTL04090
MEADOW_RANCH
FA#: 15705693
USID: 317144
SITE ADDRESS:
9469 N. MT AIREY DR EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

DETAILS

SHEET NO.

D-6

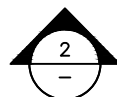
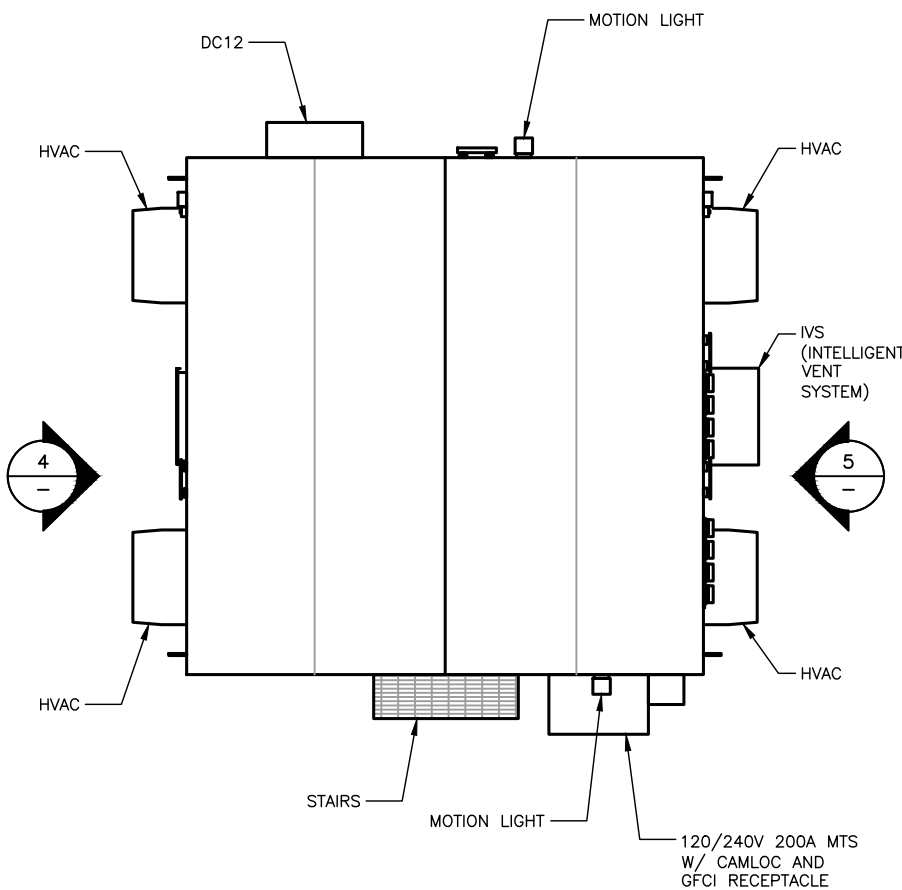
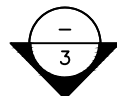


10x10 WIC

(Walk-In-Cabinet)
PN#: WIC-101010SXAN1

charlesindustries.com

1450 American Lane
20th Floor
Schaumburg, IL 60173
(847) 806-6300

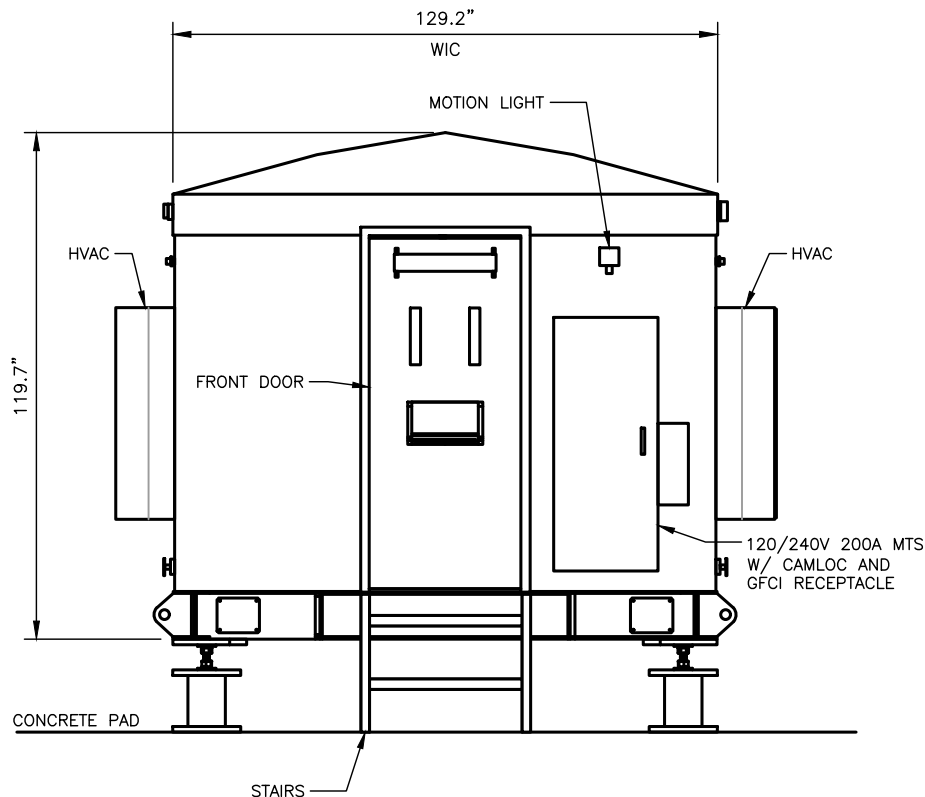


WALK-IN-CABINET PLAN



SCALE: 1/4"=1'-0" (11x17)
(OR) 1/2"=1'-0" (22x34)

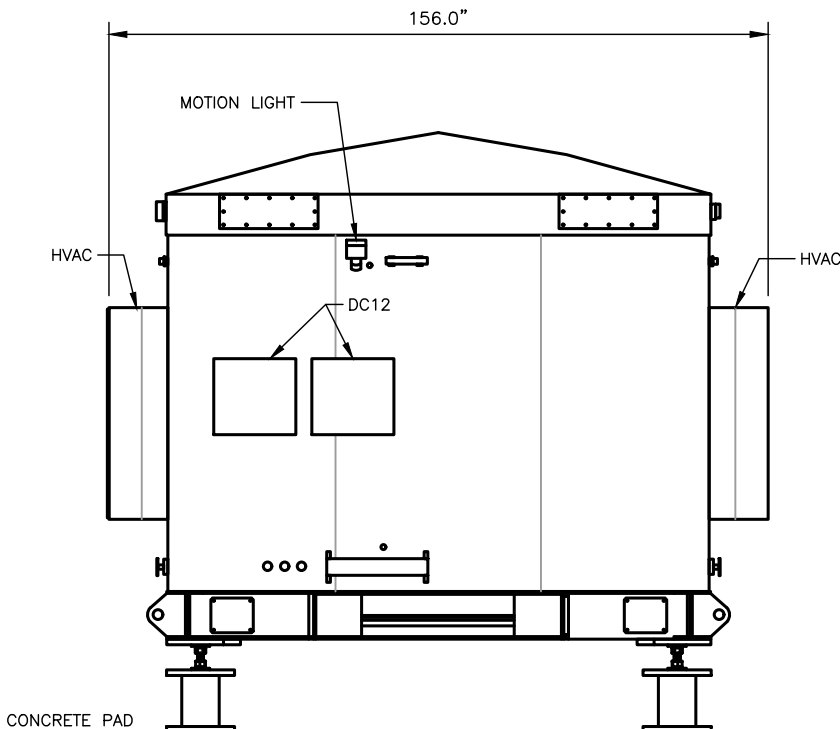
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FRONT ELEVATION

N.T.S.

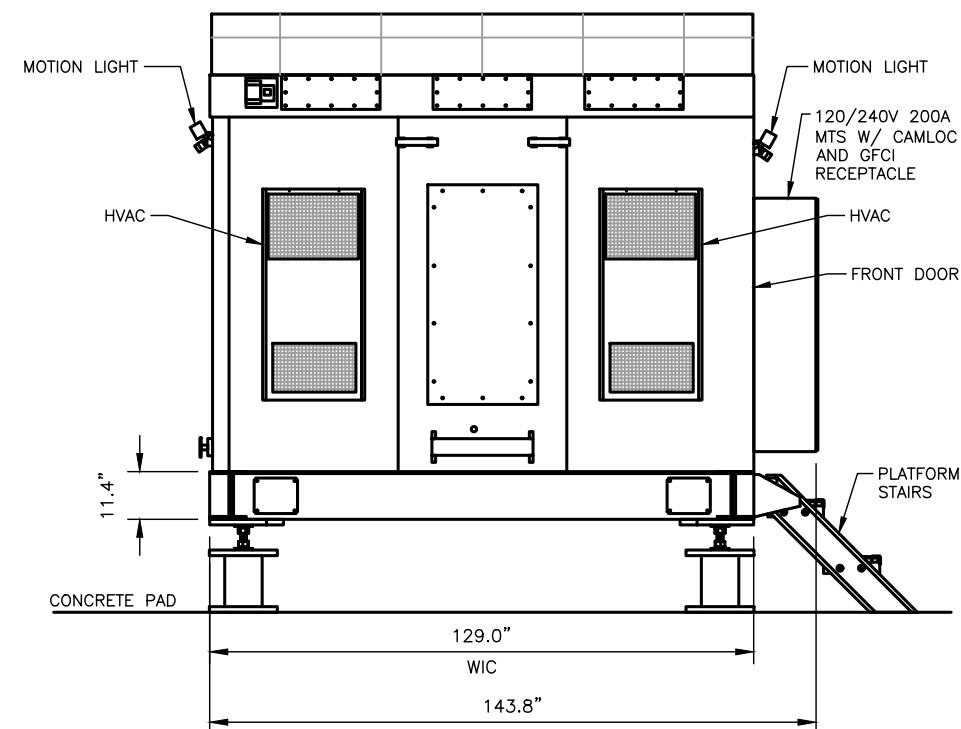
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REAR ELEVATION

N.T.S.

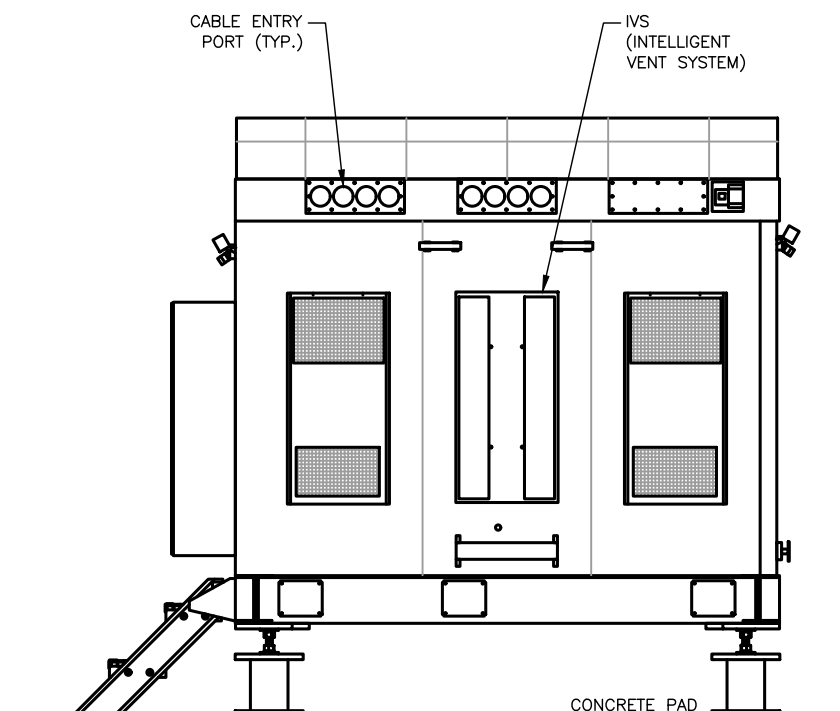
3



SIDE ELEVATION

N.T.S.

4



SIDE ELEVATION

N.T.S.

5



AT&T

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ENGLEWOOD, CO. 80112



1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

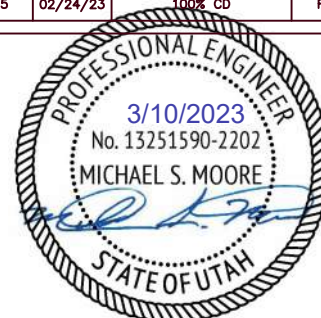


Trylon

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

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SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

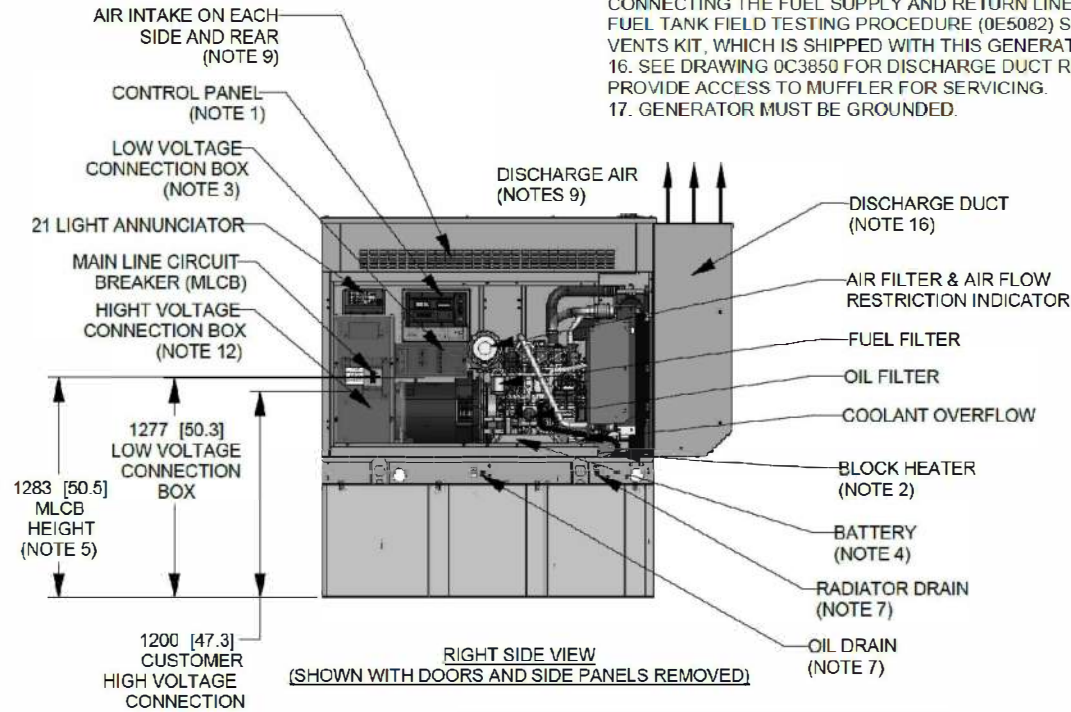
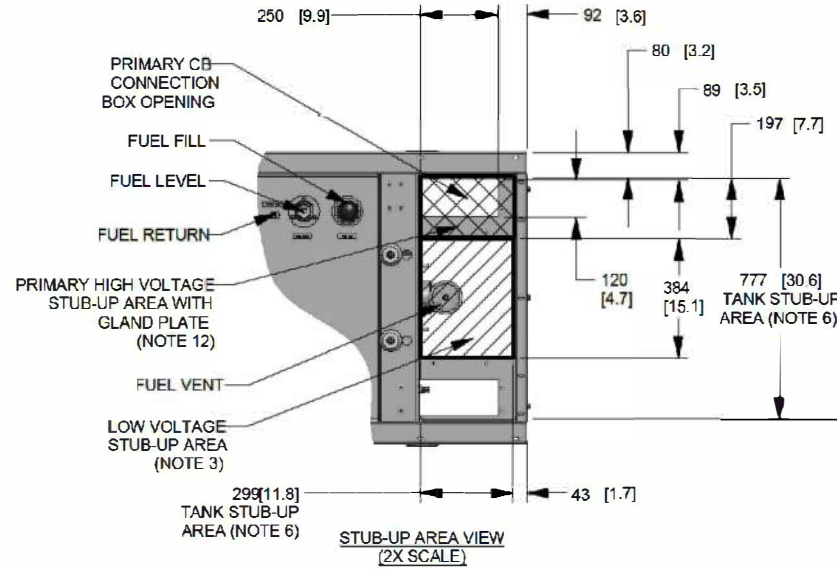
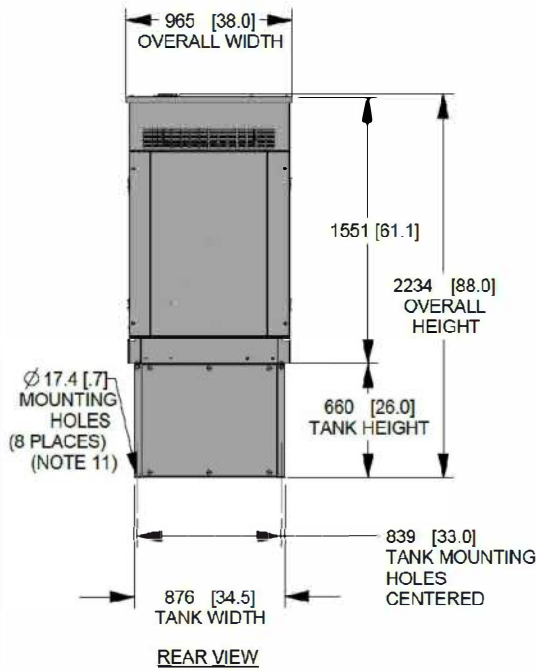
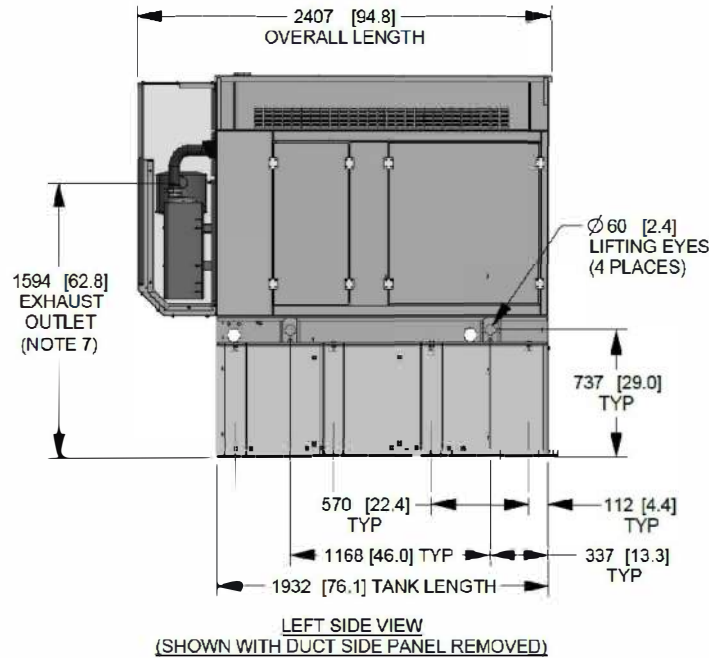
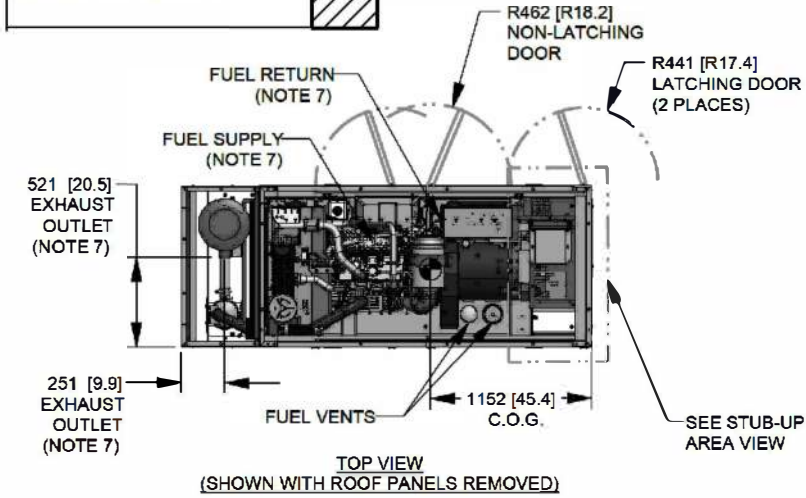
SHEET DESCRIPTION

WALK-IN-CABINET DETAILS

SHEET NO.

D-7

RECOMMENDED ELECTRICAL STUB-UP	
(HIGH VOLTAGE STUB-UP) AC LOAD LEAD CONDUIT	
(LOW VOLTAGE STUB-UP)	



WEIGHT DATA: (INCLUDES FUEL TANK)
GENERATOR: 1267 [2794]
GENERATOR WITH SHIPPING SKID: 1326 [2924]

WEIGHT: KG [LBS]
DIMENSIONS: MM [INCHES]

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ELECTRONICALLY APPROVED
INSIDE WINDCHILL

- NOTES:
- CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PRONG CORD
 - 1500W 120 VAC ENGINE BLOCK HEATER WITH THREE PRONG CORD.
 - CONNECTION POINTS FOR CONTROL WIRES PROVIDED IN THE LOW VOLTAGE CONNECTION BOX. BOTTOM HAS KNOCKOUTS FOR 1/2" AND 3/4" CONDUIT FITTINGS. (USE LOW VOLTAGE STUB-UP AREA).
 - BATTERY (12 VOLT NEGATIVE GROUND SYSTEM).
 - MAIN LINE CIRCUIT BREAKER (MLCB) (MLCB HEIGHT MAY VARY WITH CB SELECTION) AC LOAD LEADS CONNECT DIRECTLY TO BOTTOM OF BREAKER.
 - CENTER OF GRAVITY & WEIGHT MAY SHIFT SLIGHTLY DUE TO UNIT OPTIONS.
 - ENGINE SERVICE CONNECTIONS:
INLET DIESEL = 3/8" NPT
RETURN DIESEL = 3/8" NPT
OIL DRAIN = 1/2" NPT
RADIATOR DRAIN = 1/2" NPT
EXHAUST OUTLET = 2.5" I.D.
 - STUB-UPS: BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
 - GENERATOR SET MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND DISCHARGE AIR IS NOT RECIRCULATED. SEE SPEC SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
 - BOTTOM OF GENERATOR SET MUST BE CLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
 - BOLTS OR STUDS USED TO MOUNT UNIT TO PAD SHALL BE 5/8-11 GRADE 5. USE STANDARD SAE TORQUE SPECS.
 - HIGH VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTIONS TO MLCB, NEUTRAL CONNECTION AND AUXILIARY 120/240V CONNECTION.
 - 132 GALLON USEABLE CAPACITY BASE TANK STANDARD WITH GENERATOR.
 - IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS.
 - UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED AND PLUGGED BETWEEN ENGINE AND FUEL TANK. THIS HAS BEEN DONE TO FACILITATE PRESSURE TESTING OF THE TANK IN THE FIELD. FOR INFORMATION REGARDING CONNECTING THE FUEL SUPPLY AND RETURN LINES PRIOR TO START UP, SEE THE FUEL TANK FIELD TESTING PROCEDURE (0E5082) SUPPLIED IN THE TANK LOOSE VENTS KIT, WHICH IS SHIPPED WITH THIS GENERATOR.
 - SEE DRAWING 0C3850 FOR DISCHARGE DUCT REMOVAL. REMOVAL OF DUCT WILL PROVIDE ACCESS TO MUFFLER FOR SERVICING.
 - GENERATOR MUST BE GROUNDED.

GENERAC

TITLE

INSTALL D2.2L G22
30KW SSS L2A Y02

ISSUE DATE: 12/18/17

SIZE	CAGE NO	DWG NO	REV
B	N/A	10000019238	A
SCALE	0.025	WT-KG	SEE ABOVE
SHEET	1 of 1		

DRAWING CREATED FROM PRO/ENGINEER
3D FILE. ECO MODIFICATION TO BE
APPLIED TO SOLID MODEL ONLY.

INSTALLATION DRAWING



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



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SUITE 200
ANNAPOLIS, MD 21401



1825 W. WALNUT HILL LANE, SUITE 120
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1-855-669-5421

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SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

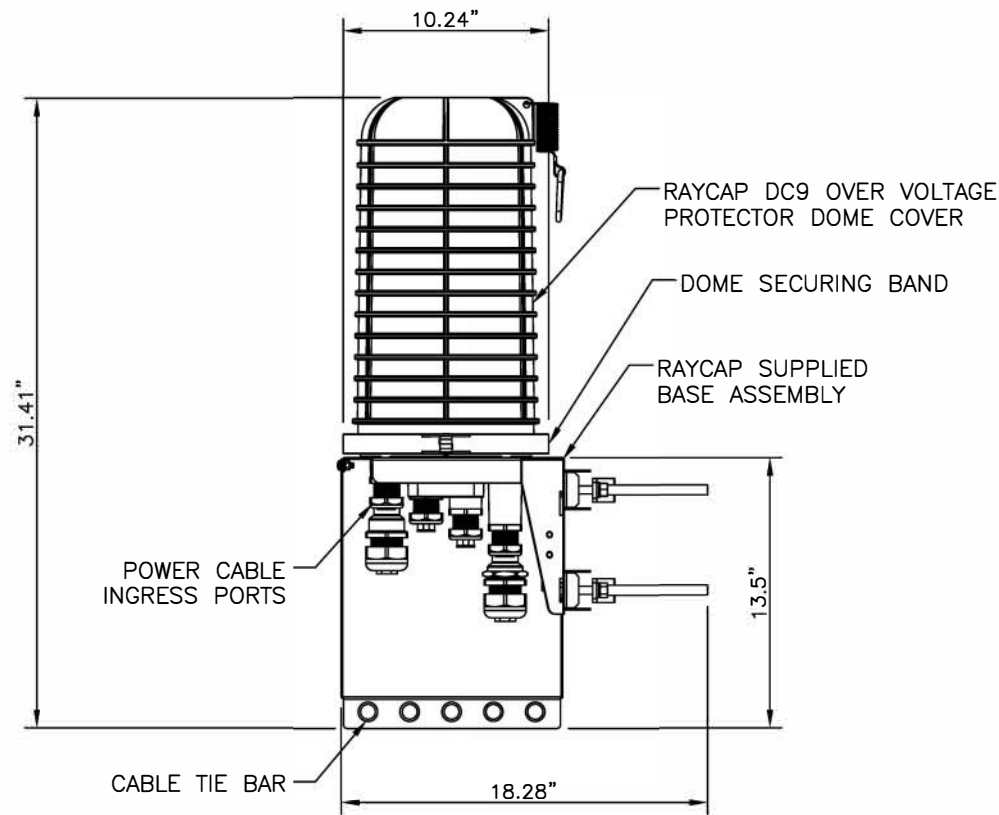
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

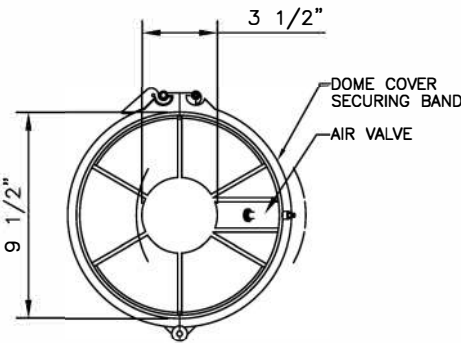
GENERATOR DETAILS

SHEET NO.

D-8



RAYCAP DC9 (SQUID)	
LENGTH (H)	18.28"
WIDTH (W)	10.24"
HEIGHT (D)	31.41"
WEIGHT:	
SYSTEM	16.0 LBS
MOUNT	10.2 LBS
TOTAL:	26.2 LBS
COMBINED WIND LOADING	
SUSTAINED GUST	105.7 LBS 213.6 LBS



TOP VIEW

DC9-48-60-24-8C-EV



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7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401



1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
PRINTED MEDIA ONLY.

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
1	07/23/22	100% CD	RC
2	07/27/22	100% CD	RC
3	08/01/22	100% CD	RC
4	08/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C
UTL04090
MEADOW_RANCH
FA#: 15705693
USID: 317144
SITE ADDRESS:
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

DETAILS

SHEET NO.

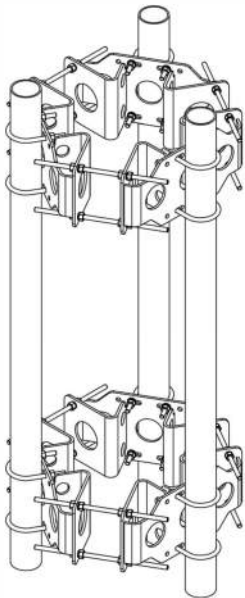
D-9

SURGE SUPPRESSOR DETAILS

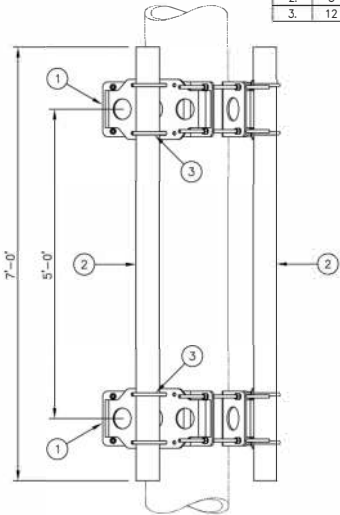
NOT TO
SCALE

1

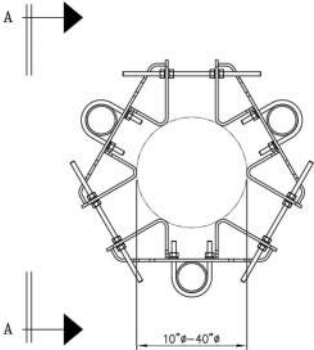
NOTE:
SEE DRAWING C10112300 FOR INSTALLATION OF TRI-COLLAR BRACKET ASSEMBLY



ISOMETRIC VIEW



VIEW A-A



PLAN VIEW

C10899050 4 1/2" O.D. PIPE MOUNT ASSEMBLY				
ITEM	QTY.	PART NO.	DESCRIPTION	WEIGHT
1.	2	C10112300	TRI-COLLAR BRACKET ASSEMBLY	386
2.	3	C10901407	PIPE, 4 1/2 O.D. X .237 X 7'-0"	236
3.	12	C40034032	U-BOLT ASSEMBLY, 5/8 X 5 3/16 C-C	26
TOTAL WEIGHT				648

UNLESS OTHERWISE SPECIFIED:
ALL DIMENSIONS INCLUDE
FINISHES AND ARE IN INCHES
TOLERANCES: FRACTIONS ± 1/16"
ANGLES ± 1/2 DEG.
DECIMALS ± .010"

MATERIAL:
TOLERANCES DO NOT APPLY
TO RAW MATERIAL

Sabre Industries
Towers and Poles

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DATE	01/26/16	SIZE	B	DRAWING NO.	C10899050	REV	0
DRAWN BY	MRP	SCALE	None	PAGE	1	OF	1
CHECKED BY	DLW						

4 1/2" O.D. PIPE MOUNT ASSEMBLY
FOR MONOPOLES
(FITS 10" TO 40" DIAMETER)

SABLE-C10899050 COLLAR MOUNT DETAIL

NOT TO
SCALE

2

NOT USED

NOT TO
SCALE

3

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5	02/24/23	100% CD	RC



SITE INFORMATION

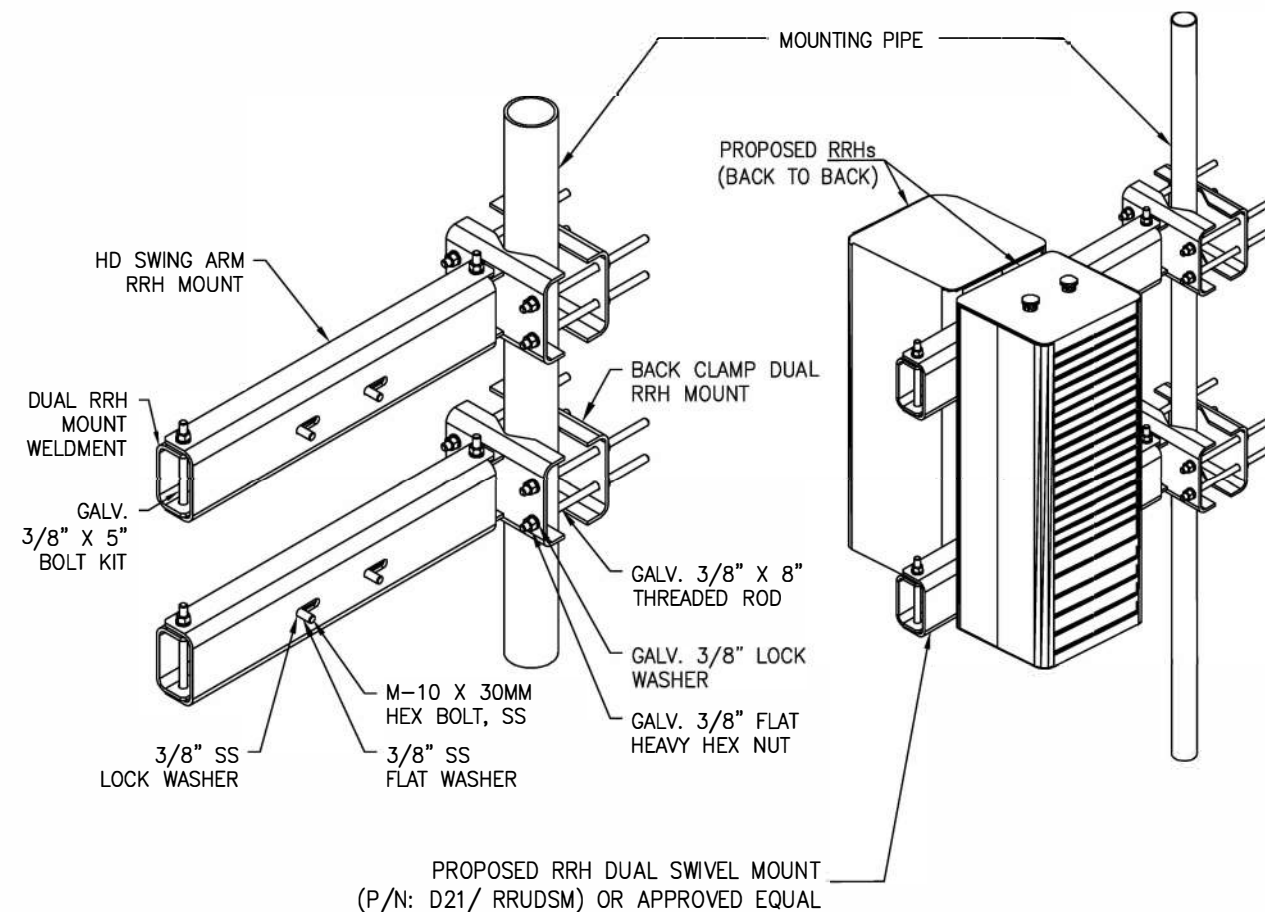
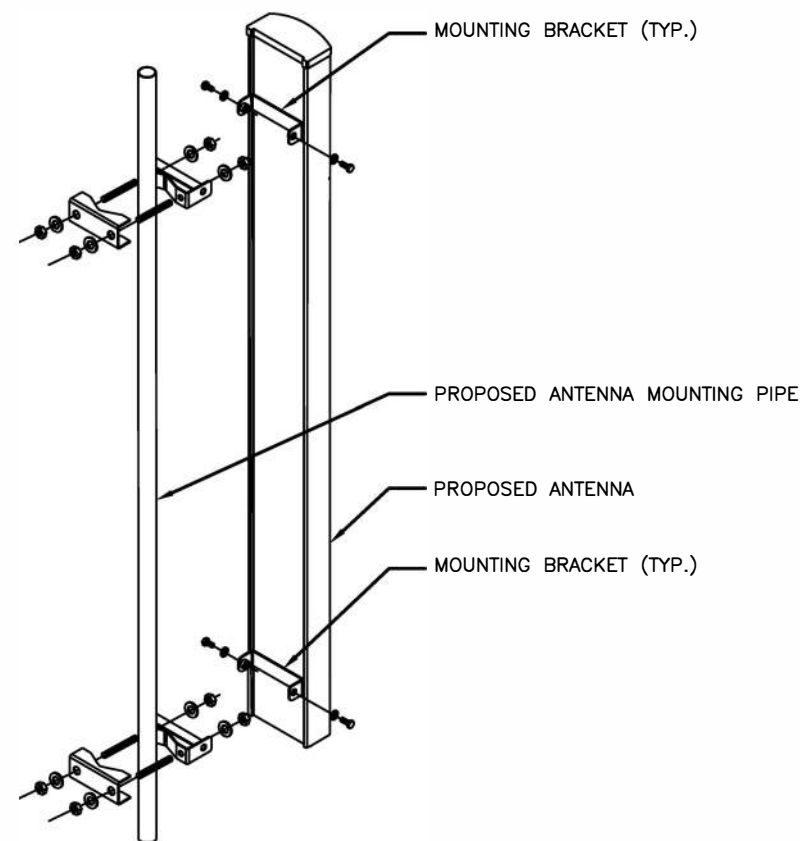
LTE 1C/2C/3C/4C/5C/6C
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MEADOW_RANCH
FA#: 15705693
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9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

DETAILS

SHEET NO.

D-10



ANTENNA MOUNTING DETAIL

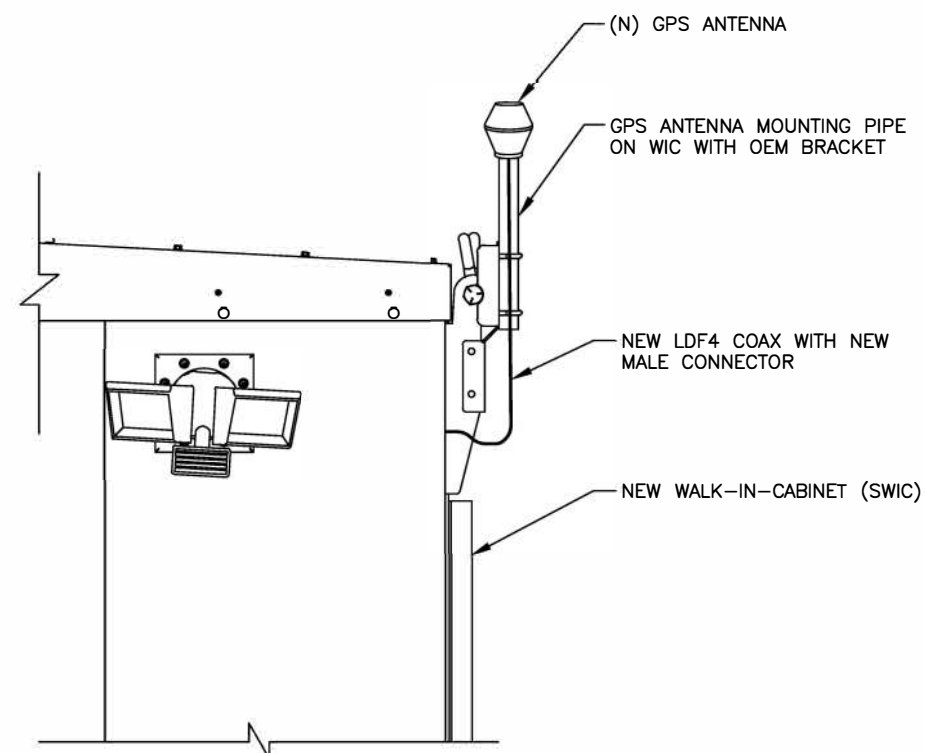
NOT TO
SCALE

1

RRH MOUNTING (BACK-TO-BACK) DETAIL

NOT TO
SCALE

2



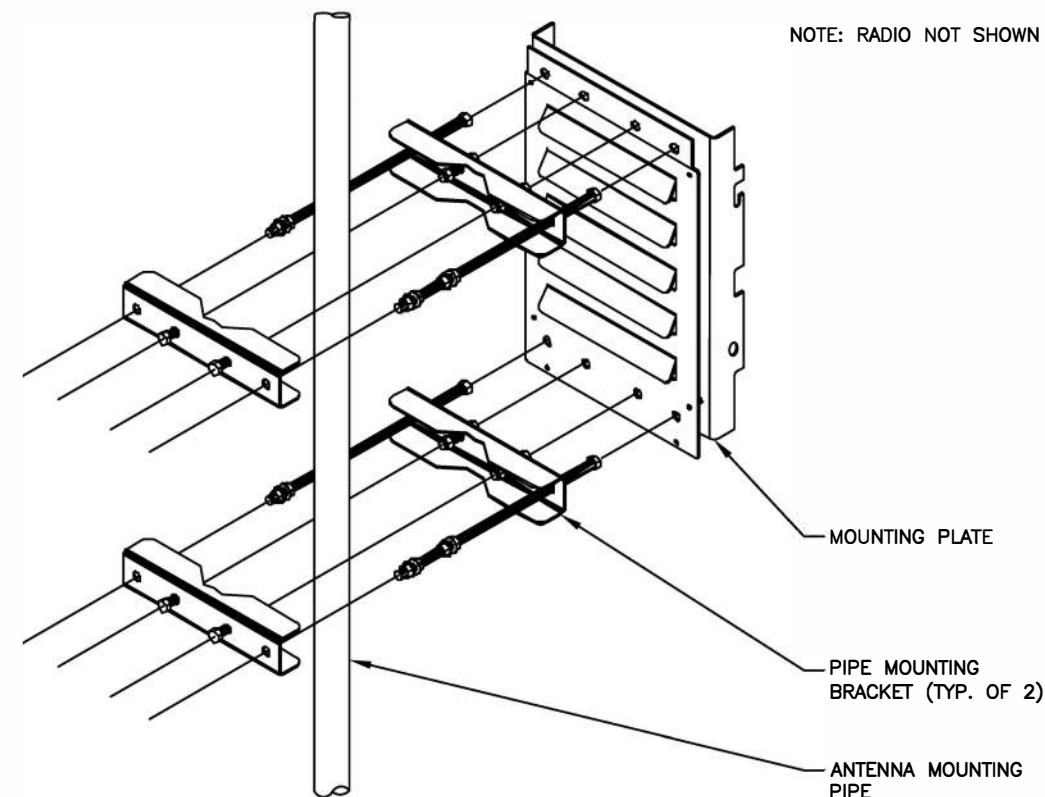
GPS ANTENNA MOUNTING DETAIL

NOT TO
SCALE

3

RRH MOUNTING DETAIL

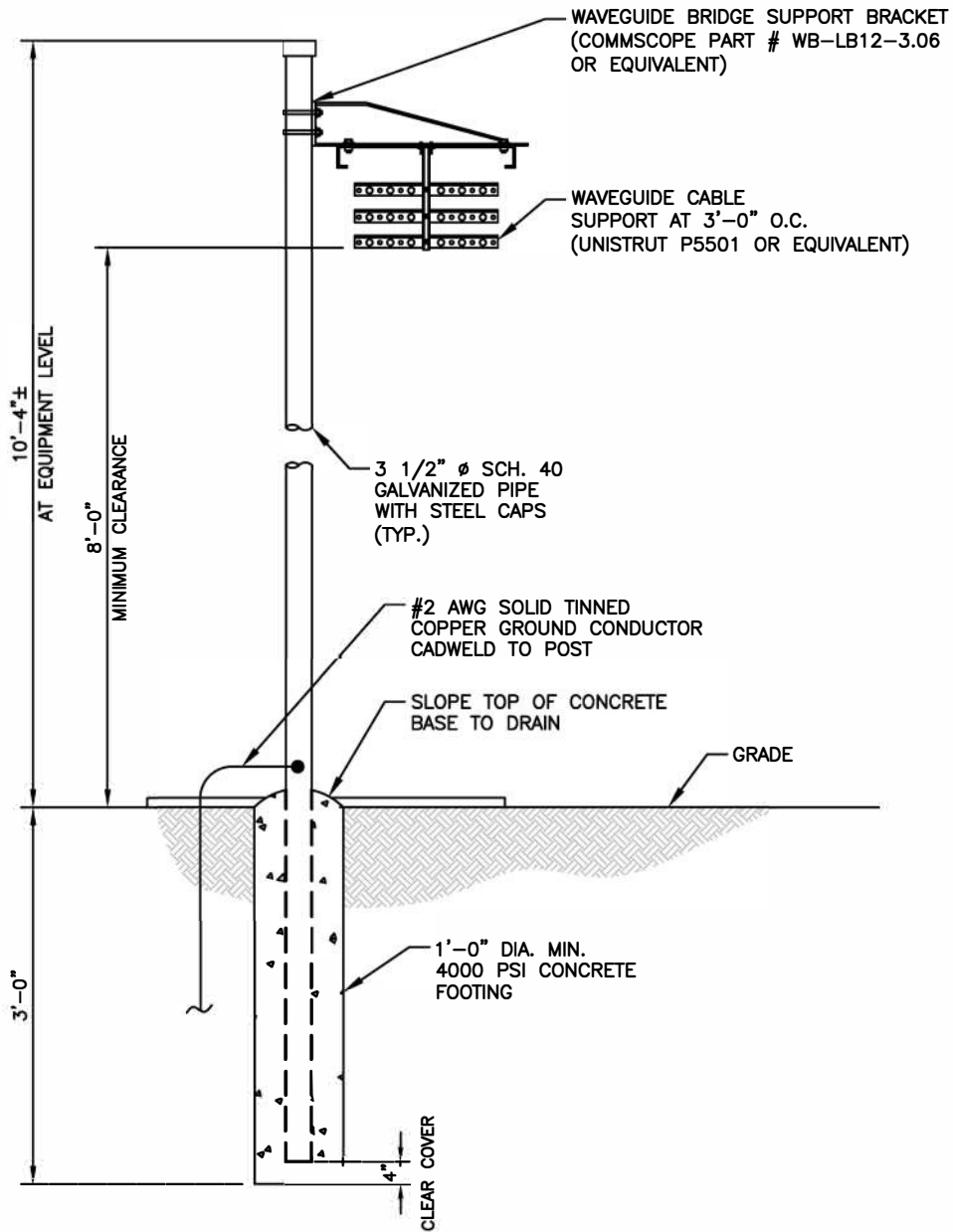
NOTE: RADIO NOT SHOWN FOR CLARITY.



NOT TO
SCALE

4

- NOTES:
1. ALL MATERIALS USED FOR ICE BRIDGE SHALL BE HOT DIPPED GALVANIZED. ALL FIELD CUTS OR DRILLED OPENINGS SHALL BE RESEALED WITH (3) COATS OF COLD-GALVANIZING COMPOUND TO CLEANED SURFACES.
 2. ADDITIONAL SECTIONS OF ICE BRIDGE MAY BE REQUIRED AS INDICATED IN SITE PLAN. SUPPORT EACH 10'-0" SECTION WITH A MINIMUM OF TWO POSTS WITH A MAXIMUM SPACING OF 8'-0".
 3. WHEN USING COMPONENTS FOR SPLICING BRIDGE CHANNEL SECTIONS, THE SPLICE SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2'-0" FROM THE SUPPORT.
 4. CUT BRIDGE CHANNEL SECTIONS SHOULD HAVE RAW EDGES TREATED WITH A MATERIAL TO RESTORE THE CUT EDGE TO THE ORIGINAL CHANNEL, OR EQUIVALENT, FINISH.

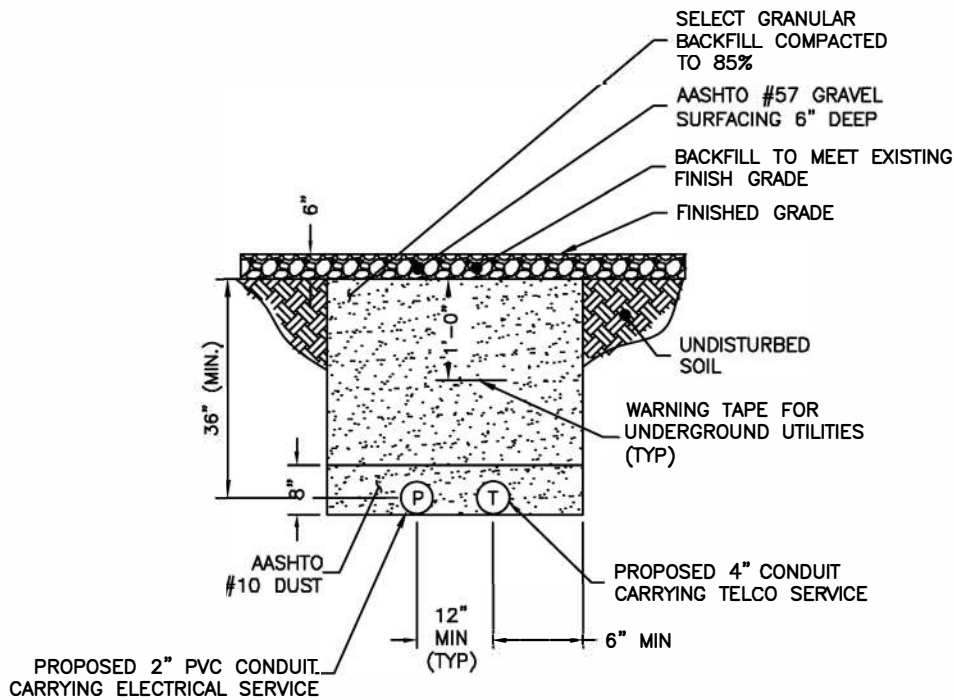


ICE BRIDGE DETAIL

NOT TO
SCALE

1

CONDUIT PENETRATION DETAIL

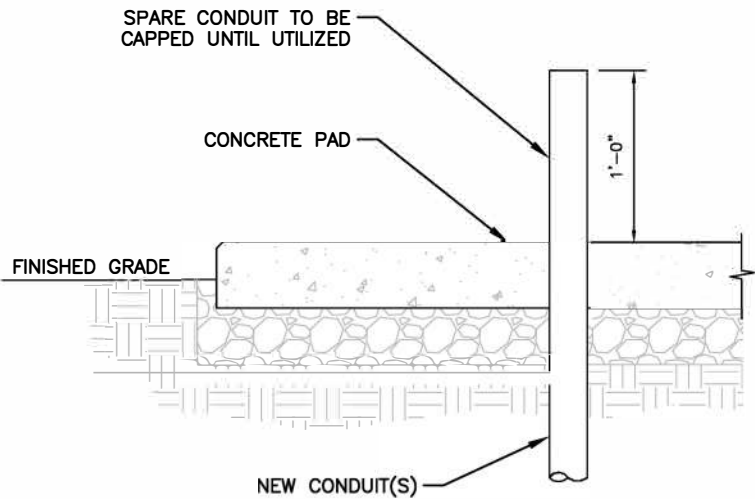


NOTE:
EXCAVATE EXISTING SUBGRADE AS REQUIRED
TO INSTALL CONDUITS ACCORDING TO OSHA
AND ALL APPLICABLE CODES.

TYPICAL TRENCH DETAIL

NOT TO
SCALE

2



NOTE:
ALL CONDUITS SHALL BE INSTALLED
WITH PULL STRINGS

NOT TO
SCALE

3

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IRVING, TEXAS 75038
1-855-669-5421

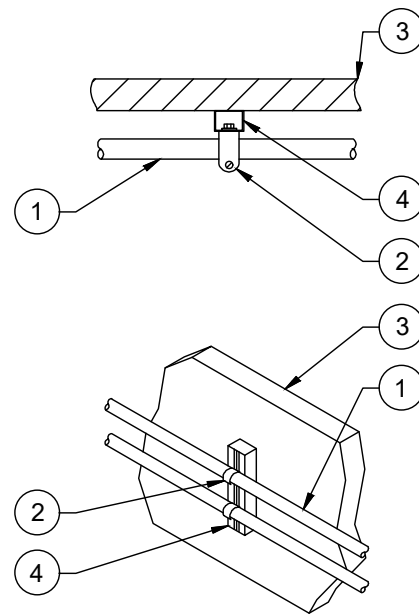
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MOUNTAIN, UT 84005

SHEET DESCRIPTION
DETAILS
SHEET NO.
D-11



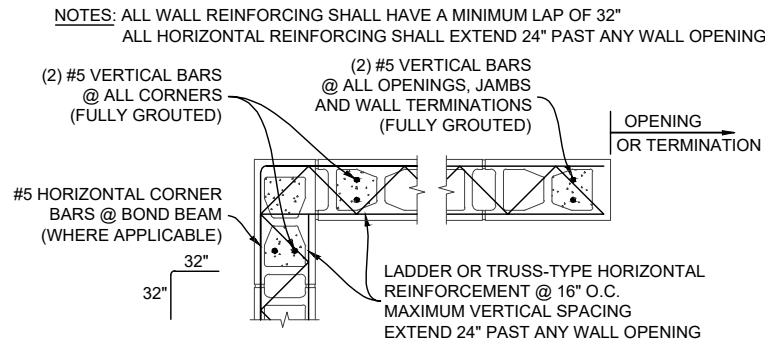
NOTES:

1. USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS
2. GC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH SHELTER WALL

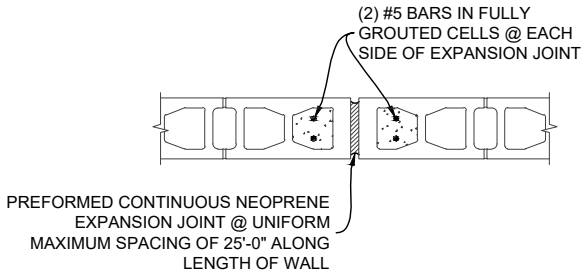
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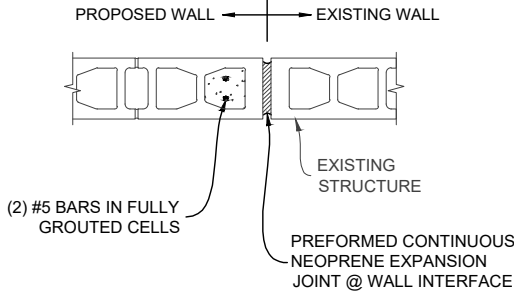
1. CMU WALL COLOR TO MATCH EXISTING STORAGE UNITS AND CMU BUILDINGS.



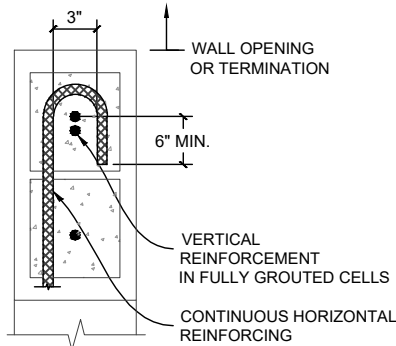
CMU WALL CORNER & JAMB DETAIL



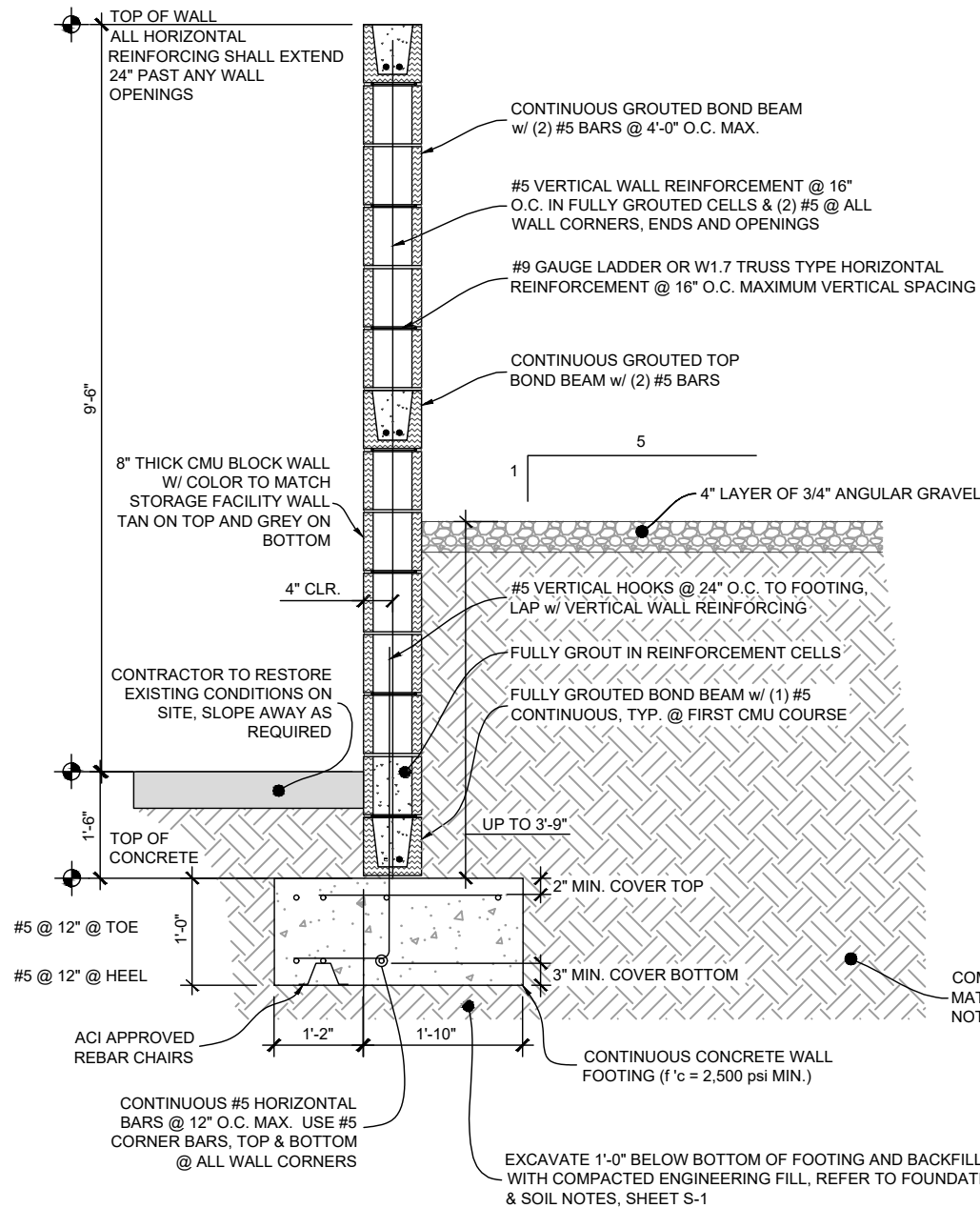
CMU WALL EXPANSION JOINT DETAIL



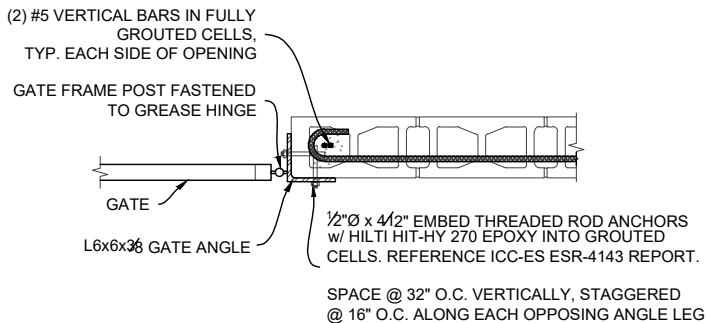
CMU WALL INTERFACE DETAIL
(IF APPLICABLE)



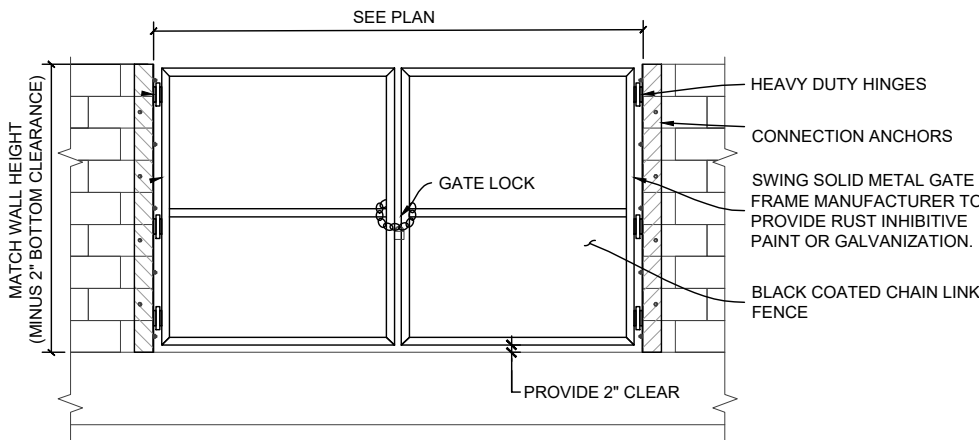
HORIZONTAL HOOK DETAIL



CMU PERIMETER COMPOUND WALL & FOOTING DETAIL



GATE HINGE DETAIL



DOUBLE COMPOUND GATE DETAIL
(IF APPLICABLE)

CONCRETE MASONRY UNIT NOTES:

- CONCRETE MASONRY UNITS (CMU) PER ASTM C90.
 - MINIMUM COMPRESSIVE STRENGTH (f'm) OF 1900 PSI.
 - NOMINAL (ACTUAL) FACE DIMENSIONS, 8"Wx8"Hx16"L (75/8"x75/8"x155/8"). PROVIDE SPECIAL SHAPES AS REQUIRED AT CORNERS, JAMBS, & BOND BEAMS.
 - TYPE I, MOISTURE CONTROLLED, NORMAL-WEIGHT UNITS.
- MORTAR PER ASTM C270
 - EXTERIOR WALLS ABOVE GRADE: TYPE S, 1/4 TO 1/2 PART HYDRATED LIME TO 1 PART PORTLAND CEMENT BY VOLUME.
 - EXTERIOR WALLS AT OR BELOW GRADE: TYPE M, 1/4 PART HYDRATED LIME TO 1 PART PORTLAND CEMENT BY VOLUME.
 - PORTLAND CEMENT: ASTM C150, TYPE I OR II.
 - HYDRATED LIME: ASTM C207, TYPE S.
- GROUT PER ASTM C476
ALL REINFORCEMENT SHALL BE PLACED PRIOR TO GROUTING. VERTICAL BARS SHALL BE HELD IN POSITION AT THEIR TOP AND BOTTOM AND AT INTERVALS OF NOT MORE THAN 200 BAR DIAMETERS. NO "STABBING-IN" OF REINFORCEMENT IS PERMITTED.
- GROUT SOLID ALL BOND BEAMS. RUN REINFORCING AROUND ALL CORNERS WITH APPROPRIATE SPLICES.
- LAYING CMU WALLS:
 - BOND PATTERN: ONE-HALF RUNNING BOND.
 - LAY WALLS WITH 3/8" CONCAVE-TOOLED JOINTS.
- VERTICAL REINFORCEMENT:
 - #5 @ 16" O.C. FULL HEIGHT AT ALL WALLS IN FULLY GROUTED CELLS, U.N.O.
 - #5 @ EACH END OF WALL & EACH SIDE OF WALL OPENINGS IN FULLY GROUTED CELLS.
- HORIZONTAL REINFORCEMENT:
 - TRUSS OR LADDER TYPE (W1.7 OR 9 GA.) @ 16" O.C. MAXIMUM SPACING VERTICALLY.
 - #5 @ TOP AND BOTTOM OF EACH WALL & OPENINGS IN FULLY GROUTED CELLS. PROVIDE (1) #5 HORIZONTAL CORNER/INTERSECTION BAR AT ALL BOND BEAM LEVELS w/ 48 BAR DIAMETER DEVELOPMENT ON EACH END.



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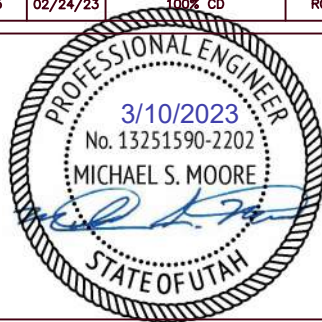
1997 ANNAPOLIS EXCHANGE PARKWAY,
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5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

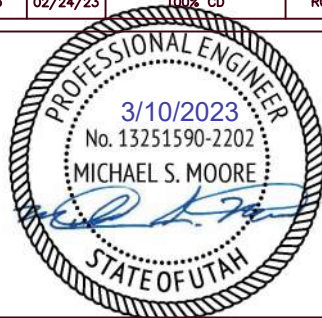
CMU WALL DETAILS

SHEET NO.

D-13

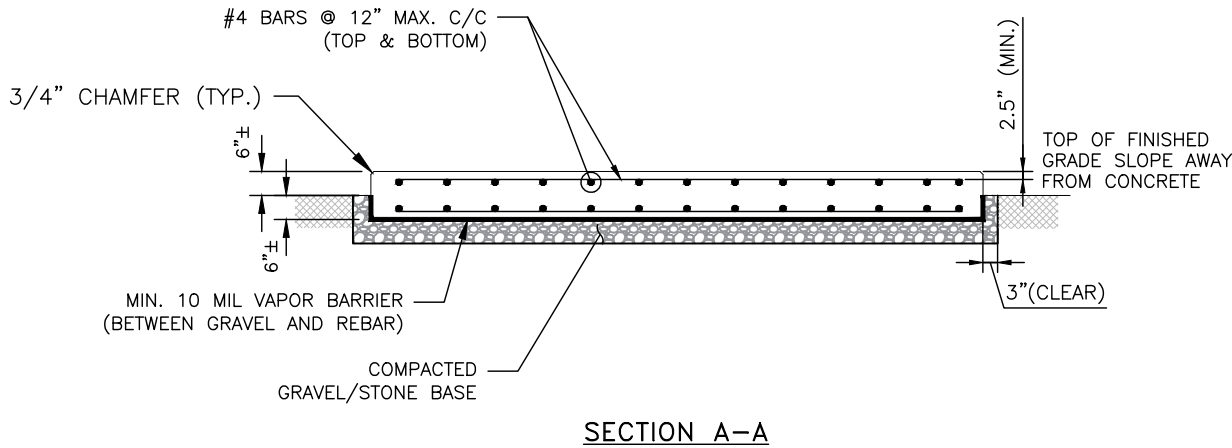
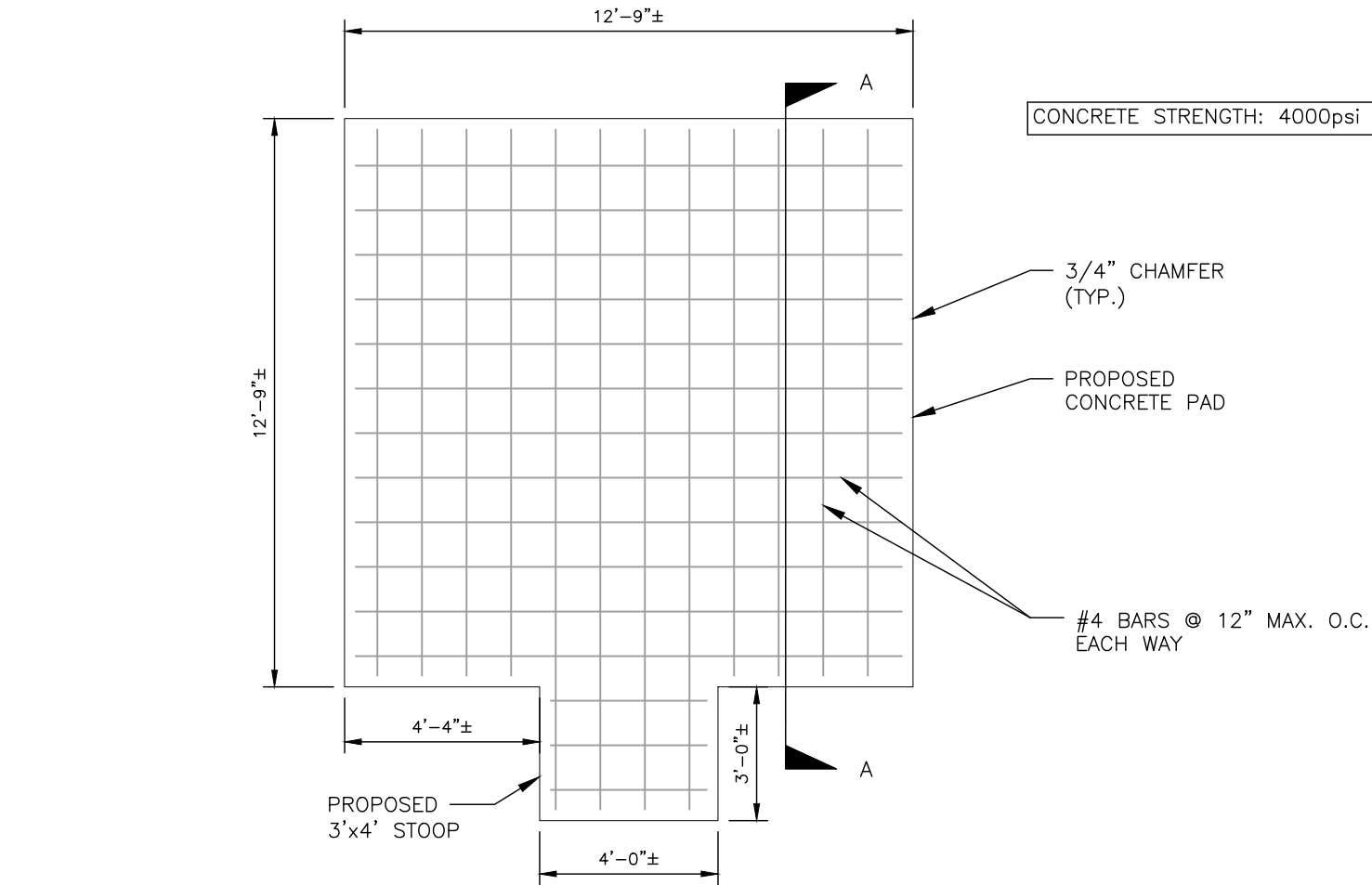
DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
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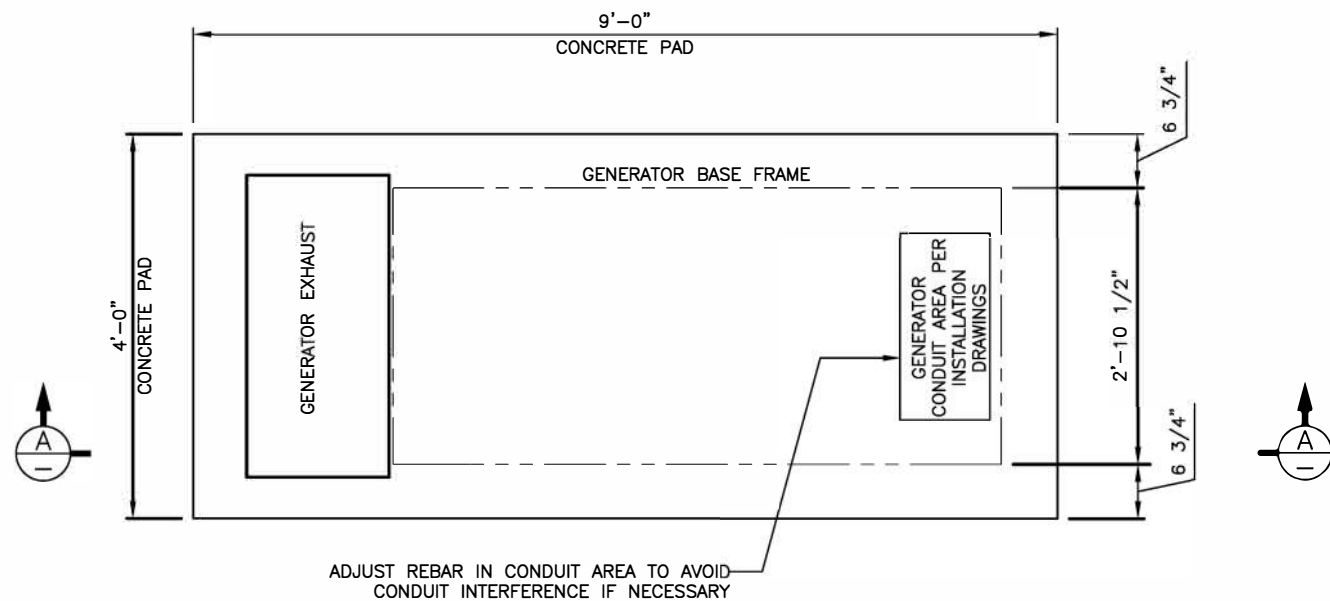
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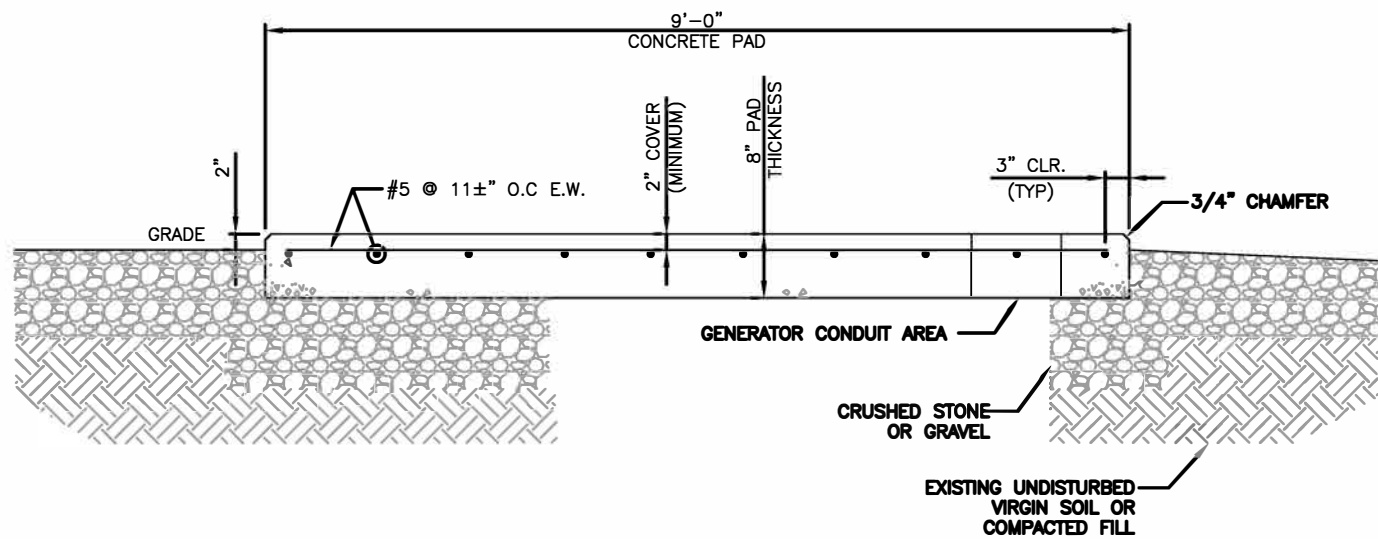
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LTE 1C/2C/3C/4C/5C/6C	
UTL04090	
MEADOW_RANCH	
FA#: 15705693	
USID: 317144	
SITE ADDRESS:	
9469 N. MT AIREY DR EAGLE MOUNTAIN, UT 84005	

SHEET DESCRIPTION
CONCRETE PAD DETAILS
SHEET NO.
D-14





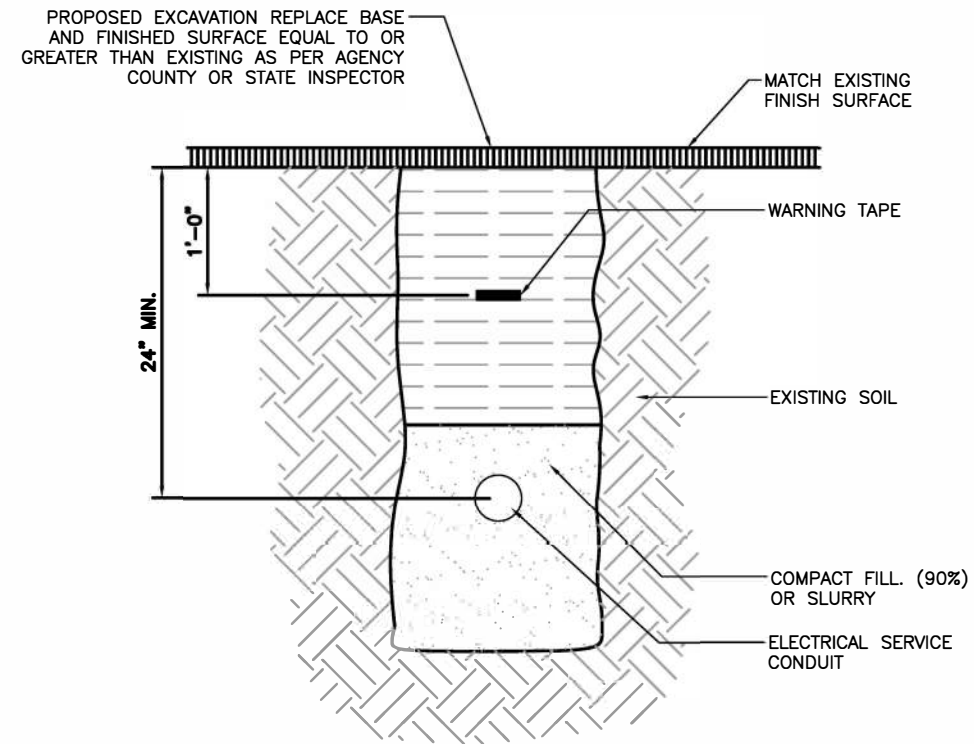
1 FOUNDATION PLAN
D-15 SCALE (11" X 17"): 1' = 1/2"



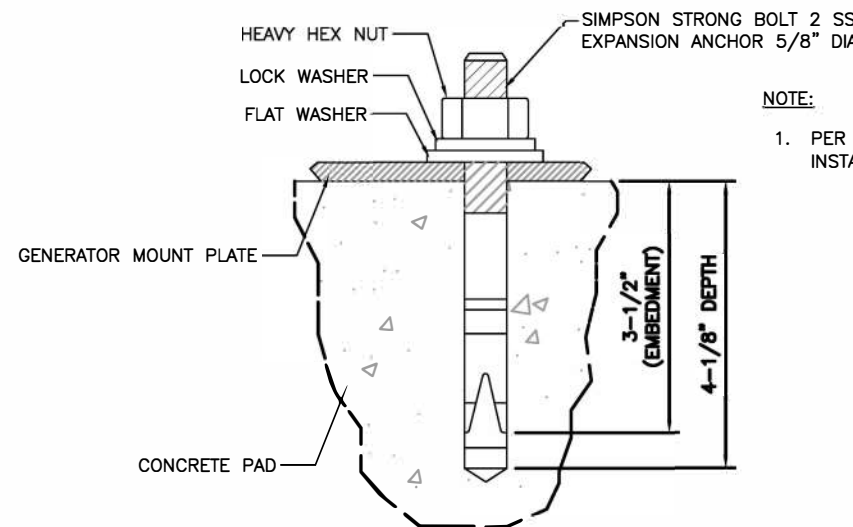
2 SECTION A-A
D-15 SCALE (11" X 17"): 1' = 1/2"

NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE AMERICAN CONCRETE INSTITUTE (ACI 318-14) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 301) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACIW301, ACIW318, ASTM A184 AND ASTM A185.
2. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 2500 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHODS STANDARDS ASTM C172, ASTM C31 AND ASTM C39 UNLESS OTHERWISE NOTED.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDING WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "8" AND ALL HOOKS SHALL BE STANDARD, UNLESS NOTED OTHERWISE.
4. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES (ACI STD-315-92).
5. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4" IN ACCORDANCE WITH ACI 301 SECTION 4.2.2. UNLESS OTHERWISE NOTED.
6. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. CONCRETE COVER SHALL DEPEND ON WHETHER CONCRETE IS PRE-CAST OR CAST IN PLACE.
7. TOP OF FOUNDATION TO HAVE A "BRUSH FINISH".
8. EXPOSED FINISHED SURFACE IS NOT TO HOLD WATER.
9. ALL SURFACES ARE TO BE CLEANED OF ANY RESIDUAL CONCRETE FROM SPLASHING OR SPILLS.



3 UTILITY TRENCH
D-15 SCALE (11" X 17"): N.T.S



4 ANCHOR BOLT DETAIL
D-15 SCALE (11" X 17"): N.T.S

NOTE:

1. PER ICC ESR-3037 SECTION 4.3 INSTALLATION TORQUE OF 80FT/LB



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LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

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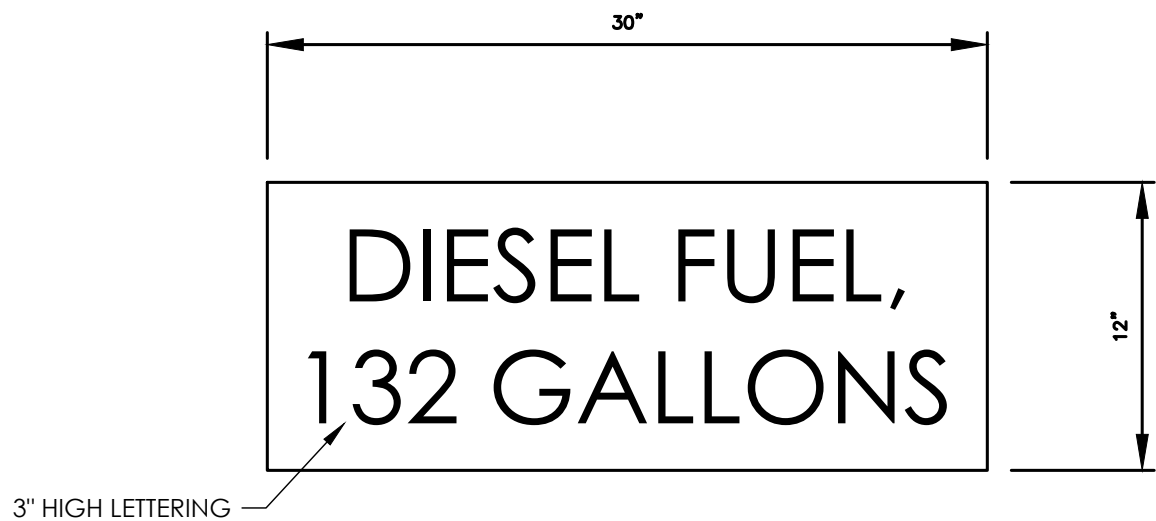
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

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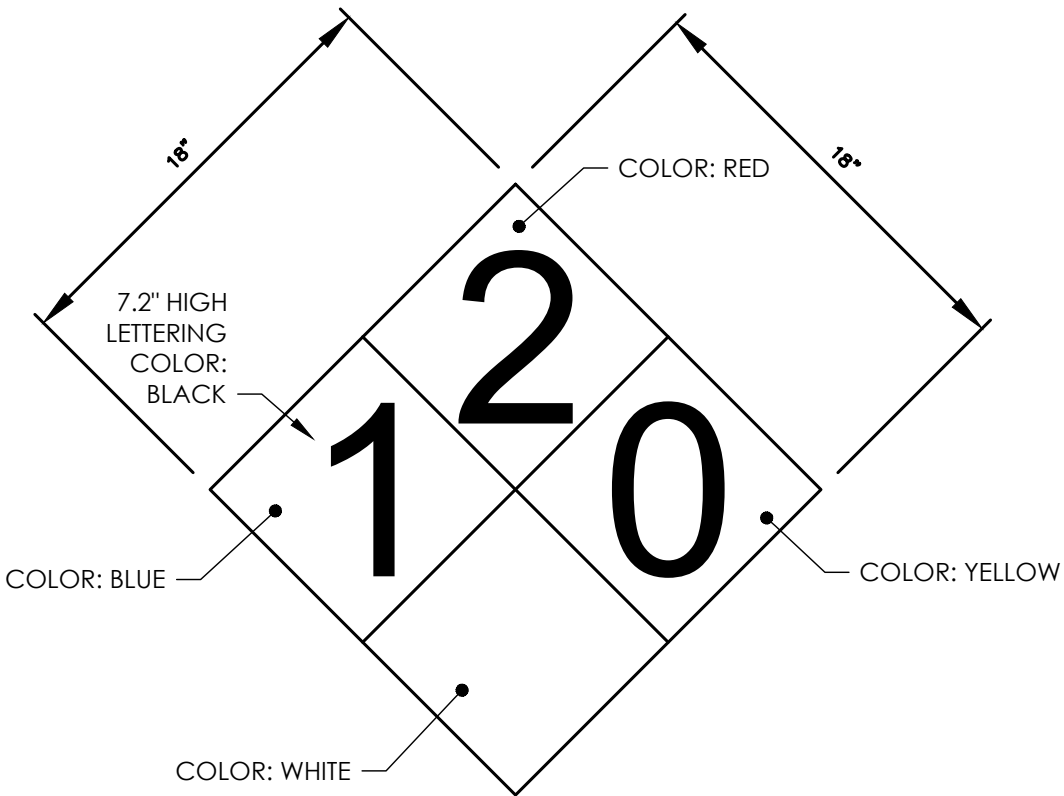
CONCRETE PAD DETAILS

SHEET NO.

D-15



PLACED ON (2) VISIBLE SIDES OF
(P) GENERATOR TANK



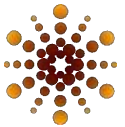
PLACED ON (2) VISIBLE SIDES OF
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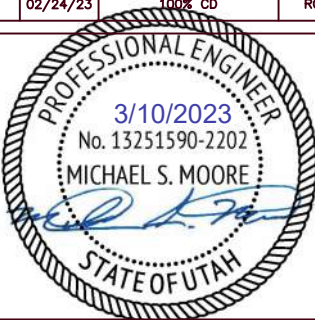
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SHEET DESCRIPTION

CONCRETE PAD DETAILS

SHEET NO.

D-16

FUEL SIGN DETAIL

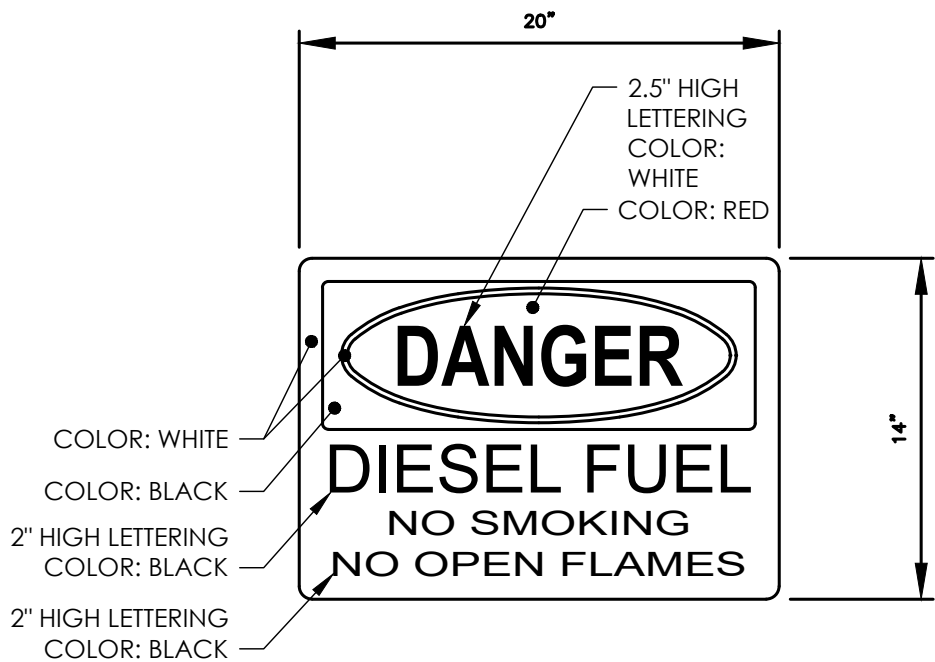
NOT TO
SCALE

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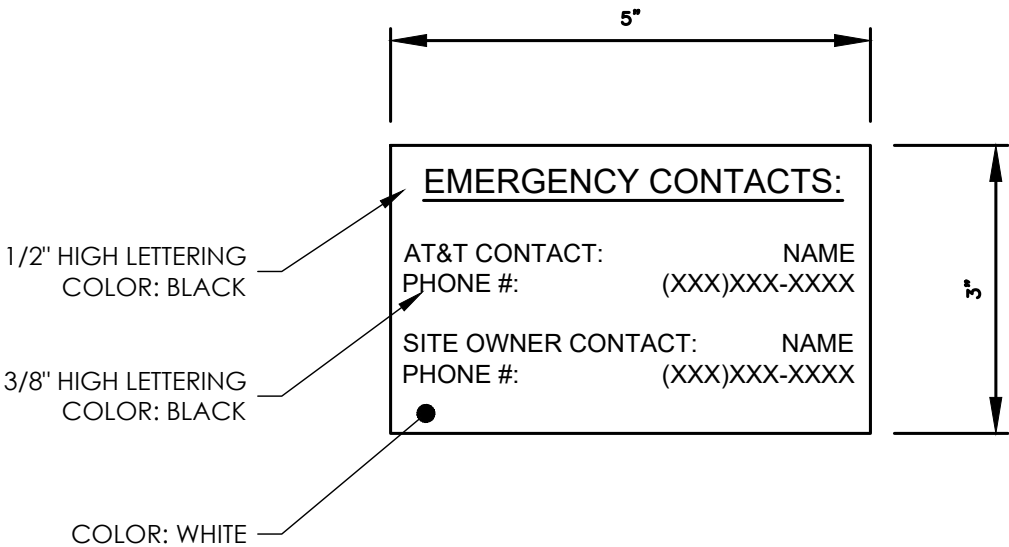
NFPA 740 DIESEL FUEL SIGN DETAIL

NOT TO
SCALE

2



PLACED ON VISIBLE SIDE OF
(P) GENERATOR TANK



PLACED ON EXTERIOR OF (E) SHELTER
OR NEAR (E) AT&T LEASE AREA

NO SMOKING / NO OPEN FLAMES DETAIL

NOT TO
SCALE

3

EMERGENCY CONTACT SIGN

NOT TO
SCALE

4

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MOUNTAIN, UT 84005

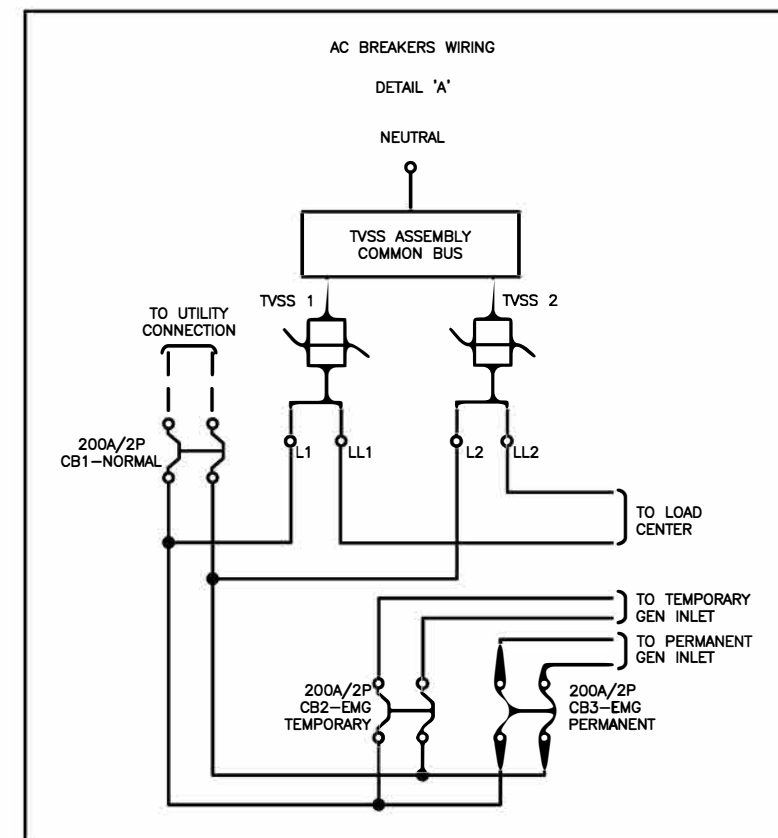
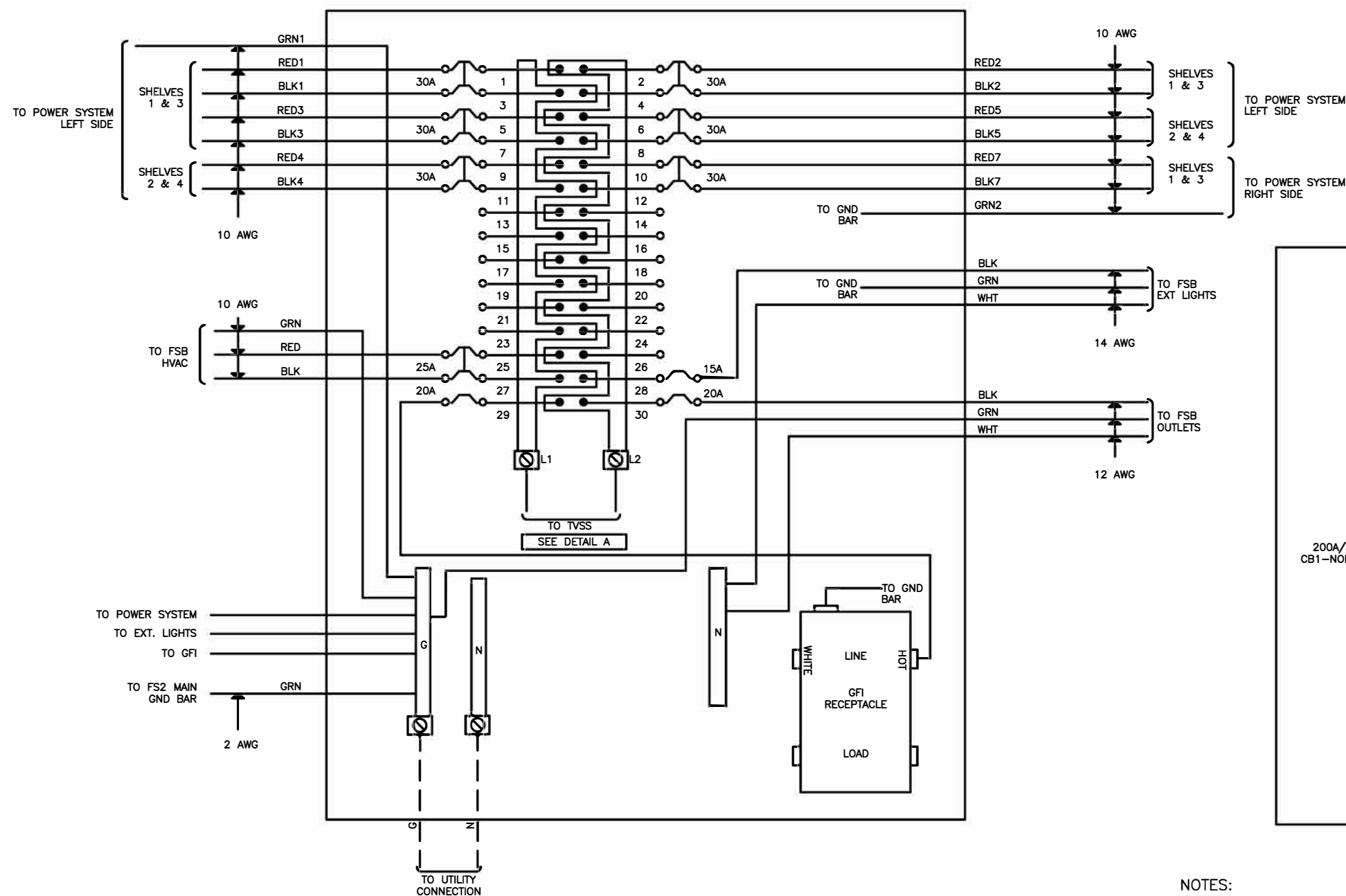
SHEET DESCRIPTION

CWIC PANEL SCHEDULE

SHEET NO.

E-1

AUTOMATIC TRANSFER SWITCH (200A 1 ϕ)

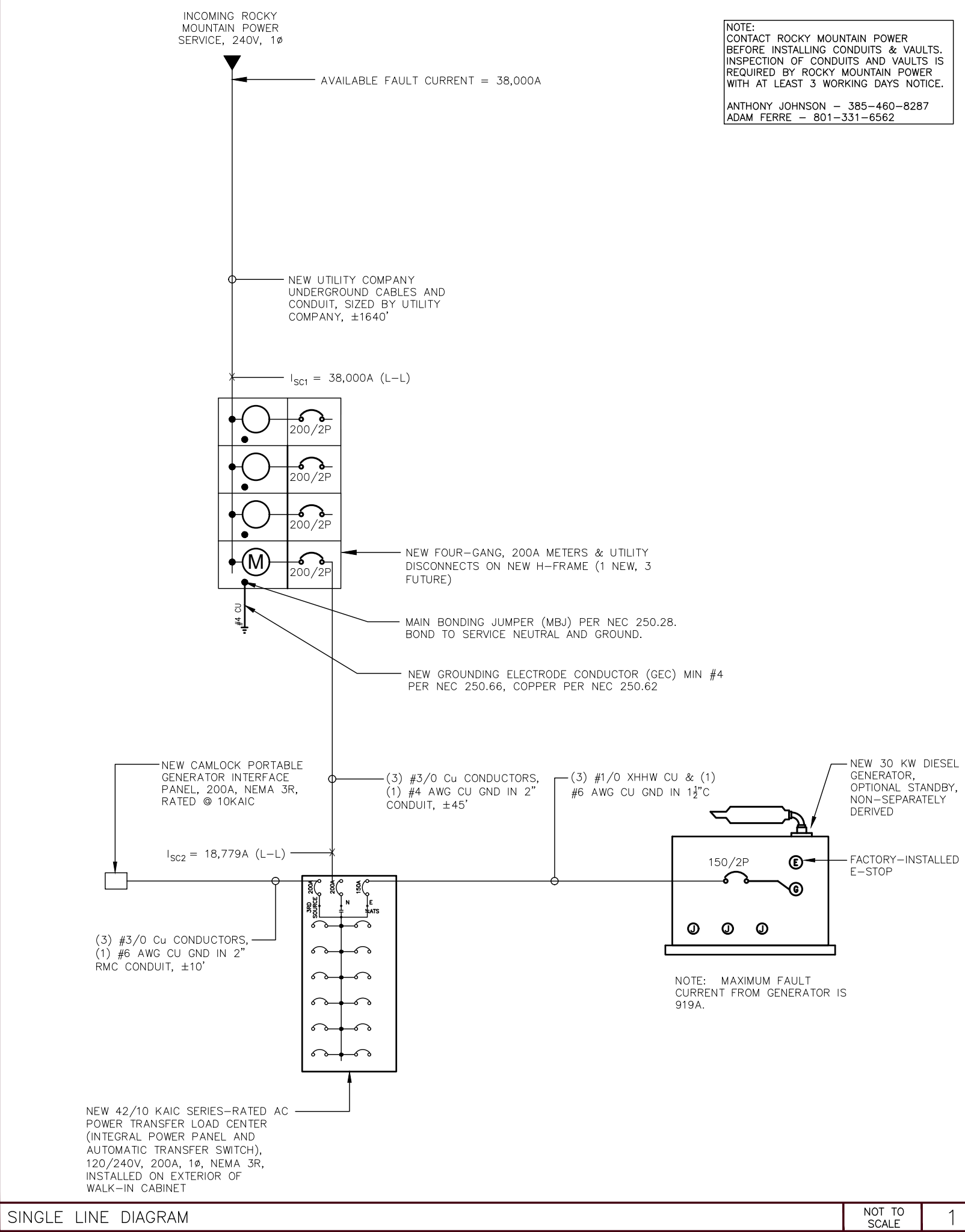


NOTES:

- DO NOT SHARE NEUTRALS UNLESS OTHERWISE SPECIFIED.
- WHEN AC & DC WIRING IS LOCATED IN THE SAME BOX, ENCLOSURE, OR WIREWAY, WIRES MUST BE LABELED WITH VOLTAGE TYPE.
- DC VOLTAGE IS NEGATIVE FEED, CHANGE CONNECTION POINTS AT DEVICES SO THAT BLACK WIRES ARE CONNECTED TO POSITIVE(+) TERMINALS AND RED WIRES ARE CONNECTED TO NEGATIVE(-) TERMINALS.
- ALL WIRES TO BE THHN TYPE RATED 90°C.
- LABEL BREAKERS IN PTLC PANEL AS FOLLOWS:
(1) BREAKER "GEN BLOCK HTR & BATT WARMER"
(1) BREAKER "GEN BATT CHARGER"
- LABEL EACH RECEPTACLE SAME AS IN PTLC PANEL.
- OPTIONAL RECEPTACLE. USE ONLY WHEN REQUIRED.
- ENSURE NEUTRAL & GROUND ARE NOT BONDED ON GENERATOR.

NOT TO
SCALE

1



UTL04090 / MEADOW RANCH, NEW AC POWER PANEL													
LOAD		LOADS CONTINUOUS	LOADS NONCONTINUOUS	BREAKER	LOAD PER PHASE		BREAKER	LOADS NONCONTINUOUS	LOADS CONTINUOUS	LOAD			
DESCRIPTION	VOLT-AMPS				"A"	"B"				VOLT-AMPS	DESCRIPTION		
1	RECTIFIERS #1 & #2	2000	NC	30	3992		25	NC		1992	HVAC #1	2	
3		2000	NC			3992			NC	1992		4	
5	RECTIFIERS #3 & #4	2000	NC	30	3992		25	NC		1992	HVAC #2	6	
7		2000	NC					3992		NC		1992	8
9	RECTIFIERS #5 & #6	2000	NC	30	2180		20	NC		180	INTERIOR RECEPTACLE	10	
11		2000	NC					2180		NC		180	12
13	RECTIFIERS #7 & #8	2000	NC	30	2180		20	NC		180	GFCI RECEPTACLE	14	
15		2000	NC					3000		NC		1000	16
17	RECTIFIERS #9 & #10	2000	NC	30	2250		20	NC		250	GENERATOR BLOCK HEATER	18	
19		2000	NC					2000					20
21	RECTIFIERS #11 & #12	2000	NC	30	2000						BLANK	22	
23		2000	NC					2000					24
25	RECTIFIERS #13 & #14	1000	NC	30	1000						BLANK	26	
27		1000	NC					1000					28
29	BLANK				0						BLANK	30	
CONNECTED PHASE TOTALS, VA:					17594	18164							
CONNECTED LOAD PER PHASE, AMPS:					147	151							
CONNECTED LOAD PER PHASE, KVA:					17.594	18.164							
TOTAL CONNECTED LOAD, KVA:					35.758								
NONCONTINUOUS LOAD PER PHASE, KVA:					17.594	18.164							
TOTAL NONCONTINUOUS LOAD, KVA:					35.758								
CONTINUOUS LOAD PER PHASE, KVA:					0.000	0.000							
TOTAL CONTINUOUS LOAD, KVA:					0.000								
DEMAND LOAD (CONT + NONCONT) PER PHASE, KVA:					17.594	18.164							
TOTAL DEMAND LOAD (CONTINUOUS + NONCONTINUOUS), KVA:					35.758								
TOTAL DEMAND LOAD (CONT + NONCONT), AMPS:					147	151							
PANEL CAPACITY, KVA:					48.000								
SPARE PANEL CAPACITY, KVA:					12.242								
AC PANEL DATA													
SYSTEM VOLTAGE:										240			
MAIN BREAKER:										200			
BUSS RATING:										200			
MAIN LUG ONLY:										N/A			
KAIC RATING:										42/10 KAIC SERIES-RATED			
NOTES:													

AC PANEL SCHEDULE

NOT TO SCALE

2

AC LINE-LINE FAULT CURRENT CALCULATIONS		
NOTE: CALCULATIONS BASED UPON THE POINT-TO-POINT METHOD		
ENTER THE FOLLOWING INPUTS:		
AVAILABLE FAULT CURRENT, FROM GOVERNING UTILITY COMPANY (LEAVE BLANK IF UNKNOWN)	38000	AMPS
FAULT CURRENT AT SERVICE ENTRANCE		
SHORT CIRCUIT CURRENT RMS SYMMETRICAL	38000	AMPS
LINE-LINE FAULT CURRENT AT SECONDARY: $I_{SC(L-L)} = I_{L-L} / \text{TOTAL IMPEDANCE}$	38000	AMPS
LINE-NEUTRAL FAULT CURRENT AT SECONDARY: $I_{SC(L-N)} = I_{L-N} / \text{TOTAL IMPEDANCE}$	38000	AMPS
FAULT CURRENT AT NEW AC POWER PANEL		
CABLE LENGTH FROM TRANSFORMER TO METER ("L")	45	FEET
TYPE OF CABLE ("Cu" FOR COPPER, "Alu" FOR ALUMINUM)	Cu	1 CORE CABLE
SYSTEM VOLTAGE (LINE-LINE)	240	VOLTS
VOLTAGE SYSTEM, NUMBER OF PHASES	1	
SYSTEM VOLTAGE (LINE-NEUTRAL)	120	VOLTS
NUMBER OF CONDUCTORS PER PHASE ("N")	1	
CABLE SIZE, AWG	#3/0	
PHASE CONDUCTOR CROSS-SECTIONAL AREA (CIRCULAR MILS)	167800	
TYPE OF RACEWAY	NONMAGNETIC	
PHASE CONDUCTOR CONSTANT ("C _p ")	13923	
NEUTRAL CONDUCTOR CONSTANT ("C _n ")	13923	
$F_{1(L-L)} = F_{1(L-N)} = (2 \times L \times I_{SC}^2) / (C_p \times N \times V_{L-L})$, SINGLE-PHASE OR $= (1.732 \times L \times I_{SC}^2) / (C_p \times N \times V_{L-L})$, THREE-PHASE	1.0235	
$F_{2(L-L)} = F_{2(L-N)} = (2 \times L \times I_{SC}^2) / (C_n \times N \times V_{L-L})$, SINGLE-PHASE OR $= (1.732 \times L \times I_{SC}^2) / (C_n \times N \times V_{L-L})$, THREE-PHASE	2.0470	
$M_{1(L-L)} = M_1 = (1 / (1 + F_1))$	0.4942	
$M_{2(L-L)} = M_2 = (1 / (1 + F_2))$	0.3282	
LINE-LINE FAULT CURRENT AT NEW AC POWER PANEL: $[I_{SC,L-L} \times M1]$	18779	AMPS
LINE-NEUTRAL FAULT CURRENT AT NEW AC POWER PANEL: $[I_{SC,L-N} \times M2]$	12471	AMPS

FAULT CALCULATIONS

NOT TO SCALE

3



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

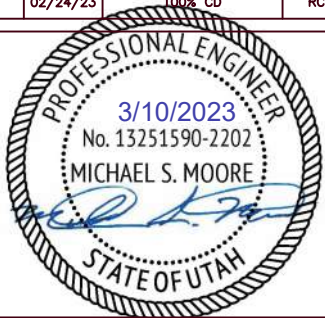


1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
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1	07/23/22	100% CD	RC
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3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

SINGLE LINE DIAGRAM AND
FAULT CALCULATIONS

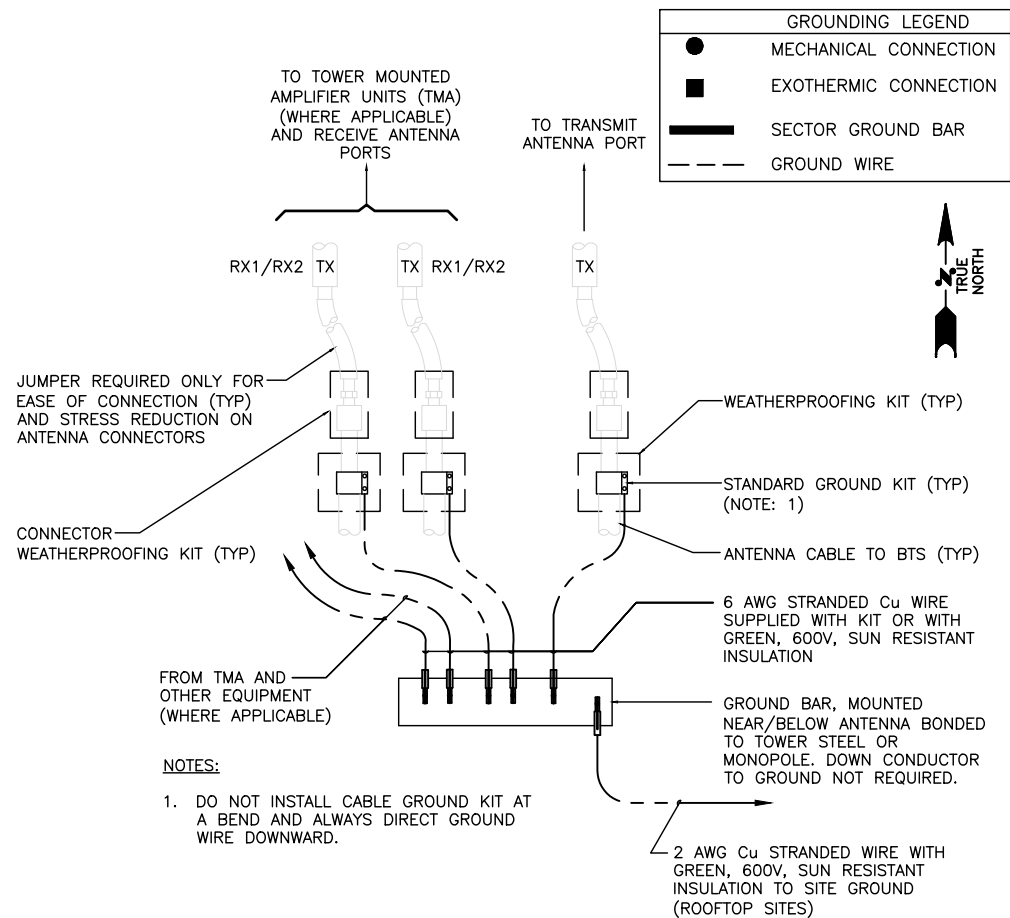
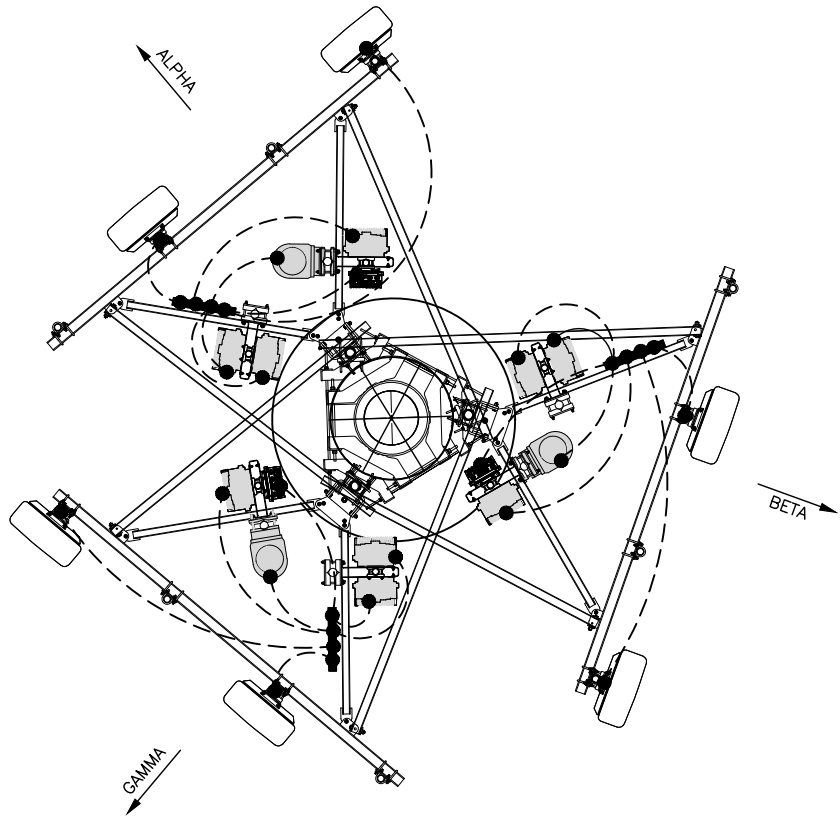
SHEET NO.

E-2

SINGLE LINE DIAGRAM

NOT TO SCALE

1



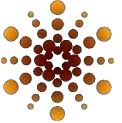
CONNECTION OF COAX CABLE
GROUND WIRE TO GROUND BAR
(TOWER/MONOPOLE/ROOFTOP)



AT&T
7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



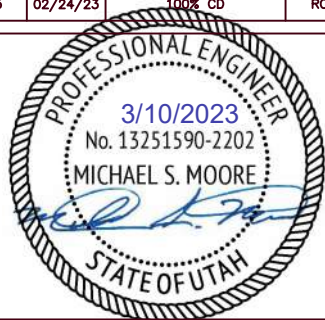
smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401



Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

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SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C
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MEADOW_RANCH

FA#: 15705693
USID: 317144

SITE ADDRESS:
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

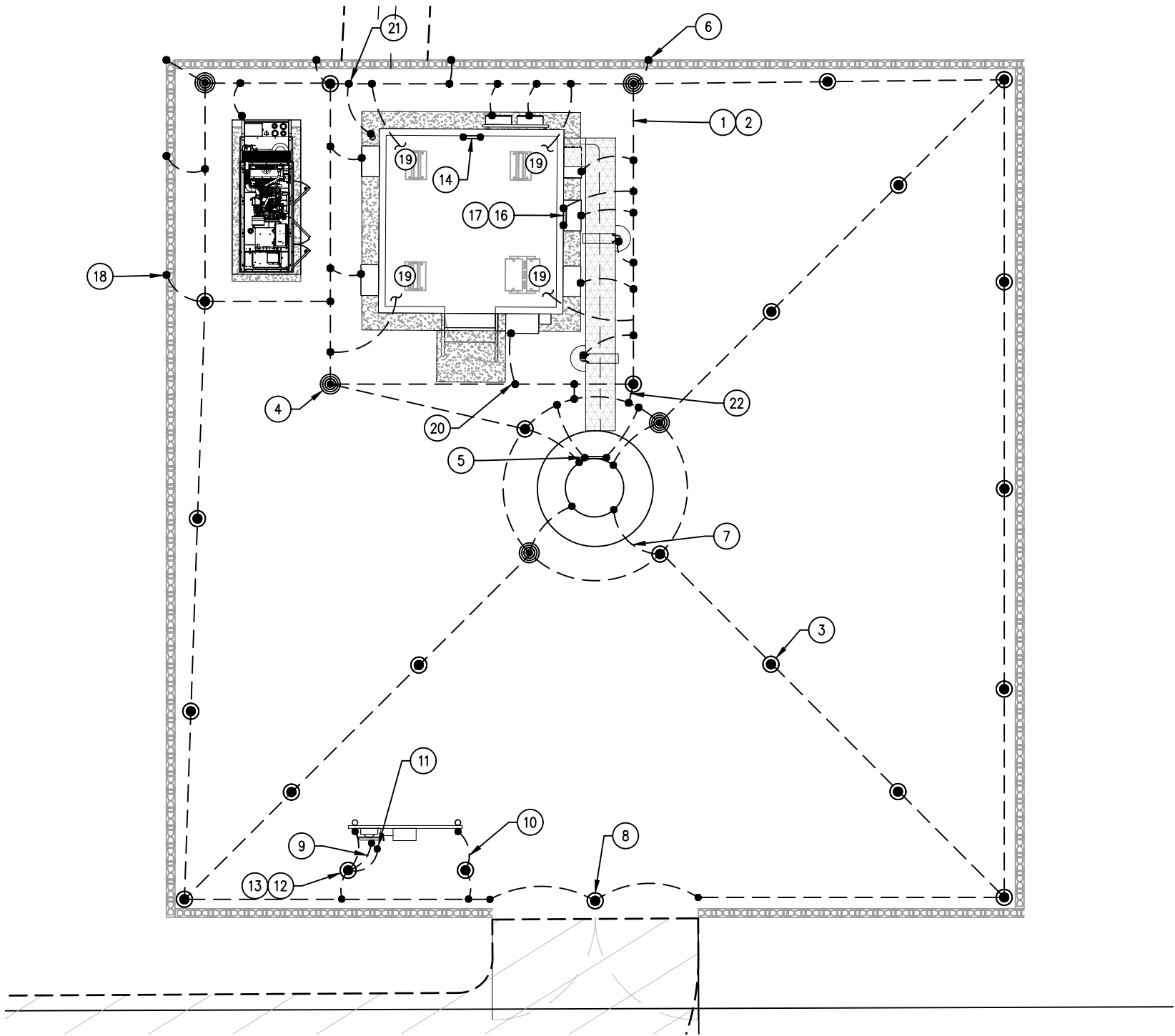
GROUNDING PLAN

SHEET NO.

G-1

GROUNDING KEYED NOTES

- 1
- PROPOSED #2 AWG SOLID TINNED BARE COPPER GROUND RING.
- 2
- GROUND RING SHALL BE 24" MINIMUM (36" MAX.) FROM EQUIPMENT SHELTER UNLESS OTHERWISE SHOWN.
- 3
- GROUND ROD (TYP.)
- 4
- GROUND ROD INSPECTION WELL (TYP.)
- 5
- BOTTOM GROUND BAR (ISOLATED FROM TOWER)
- 6
- BOND CMU WALL TO GROUND RING.
- 7
- CONNECT TOWER TO GROUND RODS IN GROUND RING. CADWELD TO TOWER BASE PLATE OR GROUND LUG PROVIDED BY TOWER MANUFACTURE. (TYP. 4 PLACES)
- 8
- CONNECT GATE TO GATE POST (TYP. FOR 2) WITH #4/0 WELDING CABLE THAT HAS BEEN CRIMPED AT EACH END FOR THE CADWELD PROCESS. LENGTH TO ALLOW FULL SWING OF GATE. BOND POST TO GROUND ROD.
- 9
- GROUND METER AND DISCONNECTING MEANS TO SERVICE GROUNDING ELECTRODE.
- 10
- BOND UTILITY FRAME LEGS TO GROUNDING SYSTEM. (TYP.)
- 11
- BOND MULTI-TENANT TELCO/FIBER CABINET GROUND BAR TO GROUND RING.
- 12
- SERVICE ENTRANCE GROUND ROD.
- 13
- PLACE 2 GROUND RODS APPROXIMATELY 6' APART WHEN THE UTILITY FRAME IS PLACED. BOND ALL FRAME-MOUNTED EQUIPMENT AND FRAME LEGS TO PROPOSED GROUND RODS. GROUND RODS WILL BE BONDED TO COMPOUND GROUNDING SYSTEM ONCE IT IS INSTALLED.
- 14
- CELL REFERENCE GROUND BAR/MASTER GROUND BAR (CRGB/MGB) 30"x4"x1/4" COPPER. (FURNISHED WITH SHELTER)
- 15
- TELCO/FIBER GROUND BAR (TGB) 10"x4"x1/4" COPPER (FURNISHED WITH SHELTER). BOND TO GROUND RING.
- 16
- EXTERIOR GROUND BAR (EGB) 24"x4"x1/4" COPPER TINNED (FURNISHED WITH SHELTER). BOND TO CABLE ENTRY ON SHELTER. GROUND BAR TO BE MOUNTED TO EXTERIOR OF SHELTER WALL BELOW THE CABLE ENTRY PLATE.
- 17
- SINGLE POINT GROUND. BOND EGB AND CRGB USING DOUBLE HOLE LUG CONNECTION.
- 18
- BOND ALL FENCE POST WITHIN 6' OF SHELTER GROUND RING TO THE GROUNDING SYSTEM.
- 19
- BOND SHELTER HALO TO GROUND RING. (TYP. OF 4)
- 20
- BOND SHELTER DISCONNECT SWITCH TO GROUND SYSTEM PER NEC 250.
- 21
- BOND PROPOSED GPS ANTENNA TO GROUND RING.
- 22
- BOND SHELTER GROUND RING TO TOWER GROUND RING.



GROUNDING NOTES:

1.
- EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
2.
- APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
3.
- MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
4.
- METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5.
- GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS

THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.

ANY EQUIPMENT, BOX, SKID TO BE GROUNDED AND DOES NOT HAVE A DESIGNATED GROUND CONNECTION SHALL BE DRILLED AS NECESSARY TO CONNECT A GROUND WIRE. REMOVE PAINT IN AREA UNDER LUG. APPLY ANTI-OXIDANT COMPOUND AND CONNECT WITH TWO-HOLE, COMPRESSION LUG.

GROUND BARS SHALL BE TINNED COPPER AND SHALL BE ENGRAVED OR IMPRESSED "STOLEN-DO NOT RECYCLE" AND/OR "PROPERTY OF AT&T", ETCHED OR STAMPED WITH SITE FA LOCATION AND SECURED WITH ANTI-THEFT HARDWARE.

THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH IEEE STD 81.

THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADDING ELECTRODES, CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO OR LESS THAN TWICE THE BURIED LENGTH OF THE RODS.

METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.

ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.

EACH INTERIOR COMMUNICATION CABINET FRAME/PLINTH SHALL BE ELECTRICALLY ISOLATED FROM GROUNDS AND SHALL BE DIRECTLY CONNECTED TO THE CELL REFERENCE GROUND BAR WITH 6 AWG OR LARGER STRANDED, GREEN INSULATED GROUND WIRES.

GROUND WIRING INSTALLED OUTDOOR EXPOSED SHALL BE 600V, GREEN SUNLIGHT RESISTANT UL LISTED TYPE THW OR THWN OR XHHW, ANNEALED, TINNED, OR UN-TUNNED CLASS B OR CLASS I STRANDED COPPER, SIZE 6 UNLESS OTHERWISE SPECIFIED.

GROUND RODS SHOULD BE SPACED AT APPROXIMATELY TWICE THEIR LENGTH AS PER ATT-TP-76416 SPECIFICATIONS.



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

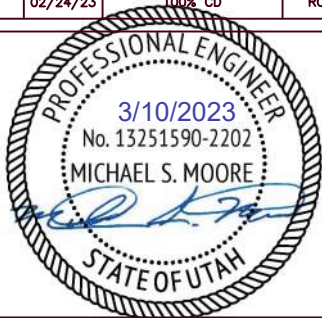


1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

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4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

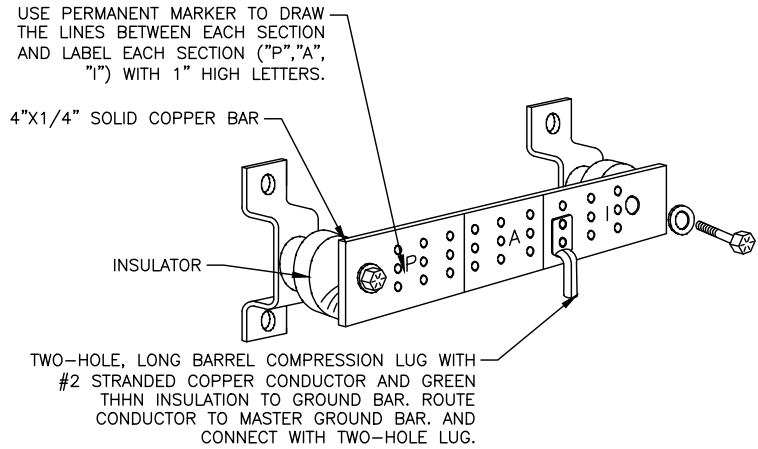
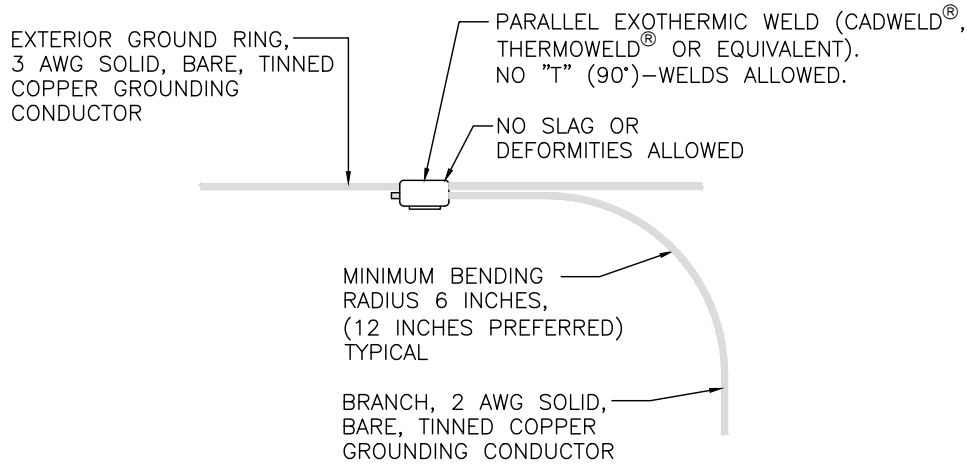
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

GROUNDING PLAN

SHEET NO.

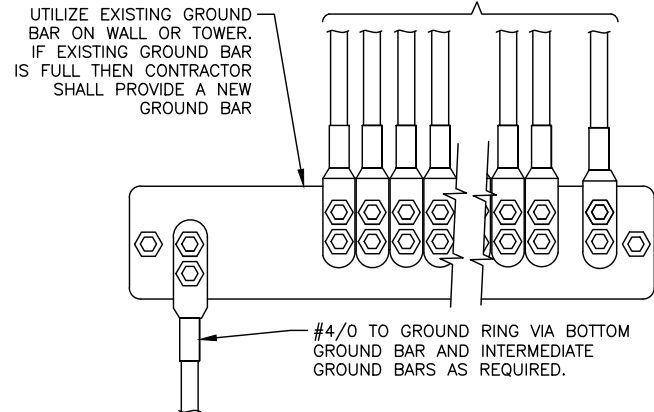
G-2



EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "P" – SURGE PRODUCERS

CABLE ENTRY PORTS (HATCH PLATES)
GENERATOR FRAMEWORK (IF AVAILABLE)
TELCO GROUND BAR
COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND
+24V POWER SUPPLY RETURN BAR (#2)
-48V POWER SUPPLY RETURN BAR (#2)
RECTIFIER FRAMES



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SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C
UTL04090
MEADOW_RANCH
FA#: 15705693
USID: 317144
SITE ADDRESS:
9469 N. MT AIREY DR EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NO.

G-3

TYPICAL EXTERIOR GROUND RING CONNECTION

NOT TO SCALE

1

GROUND BAR

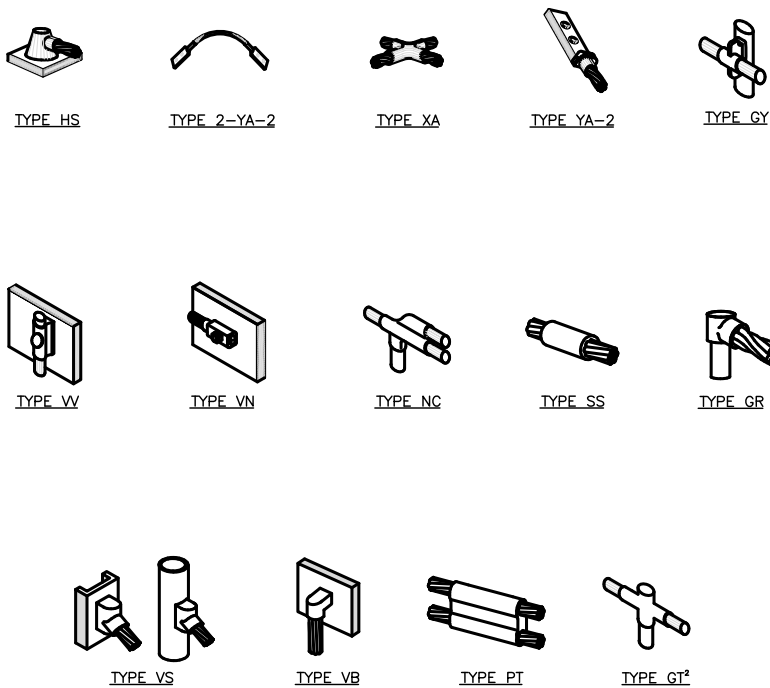
NOT TO SCALE

2

SECTOR GROUND BAR

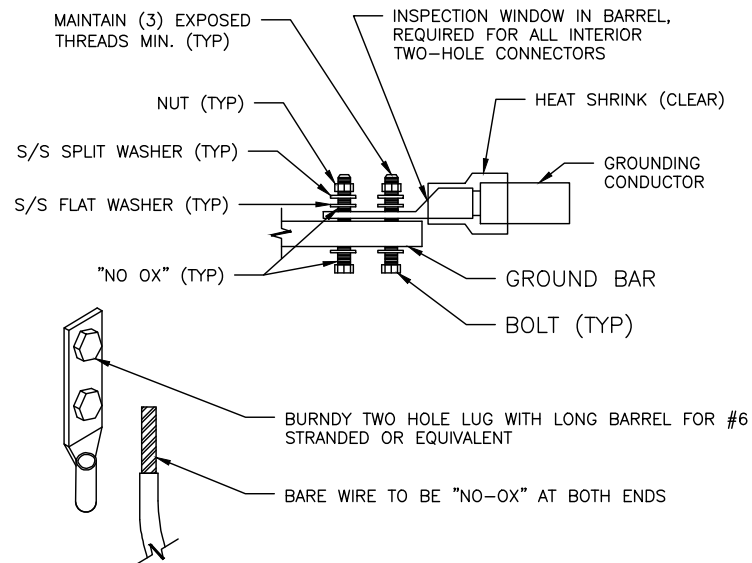
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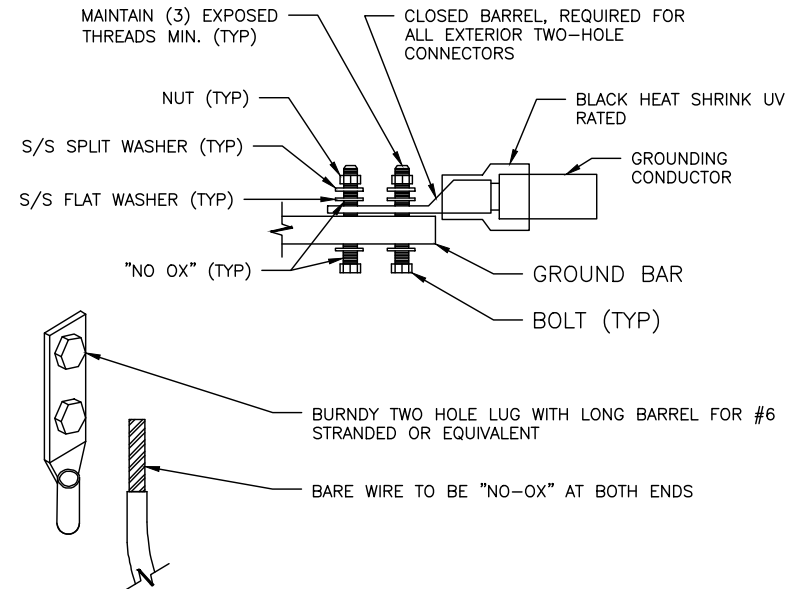
NOTE:

1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.



NOTES:

1. ALL HARDWARE SHALL BE 18-8 STAINLESS STEEL.
2. COAT ALL SURFACES WITH ANTIOXIDANT COMPOUND BEFORE MATING.
3. ALL EXPOSED EASILY ACCESSIBLE GROUND BARS SHALL BE TAGGED "DO NOT DISCONNECT".
4. COAT ALL BARRELS WITH ANTIOXIDANT BEFORE CRIMPING.



NOTES:

1. ALL HARDWARE SHALL BE 18-8 STAINLESS STEEL.
2. COAT ALL SURFACES WITH ANTIOXIDANT COMPOUND BEFORE MATING.
3. ALL EXPOSED EASILY ACCESSIBLE GROUND BARS SHALL BE TAGGED "DO NOT DISCONNECT".
4. COAT ALL BARRELS WITH ANTIOXIDANT BEFORE CRIMPING.

CADWELD GROUNDING CONNECTIONS

NOT TO SCALE

4

INTERIOR GROUND BAR LUG

NOT TO SCALE

5

EXTERIOR GROUND BAR LUG

NOT TO SCALE

6

SUBMITTALS

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5	02/24/23	100% CD	RC



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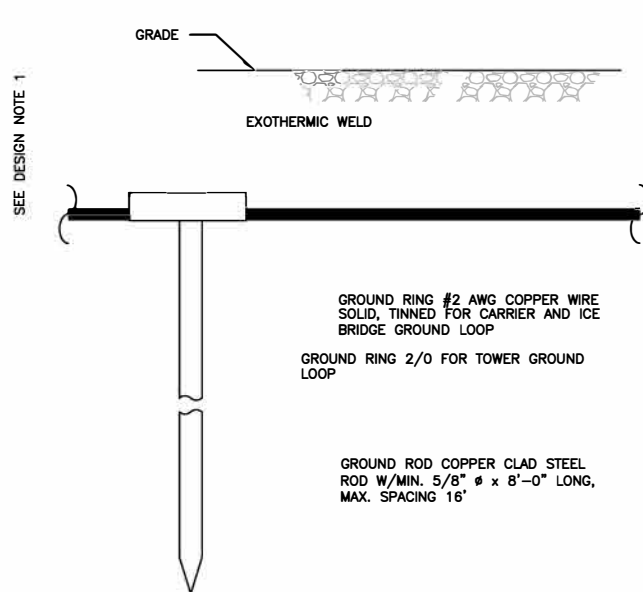
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UTLO4090
MEADOW_RANCH
FA#: 15705693
USID: 317144
SITE ADDRESS:
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

GROUNDING DETAILS

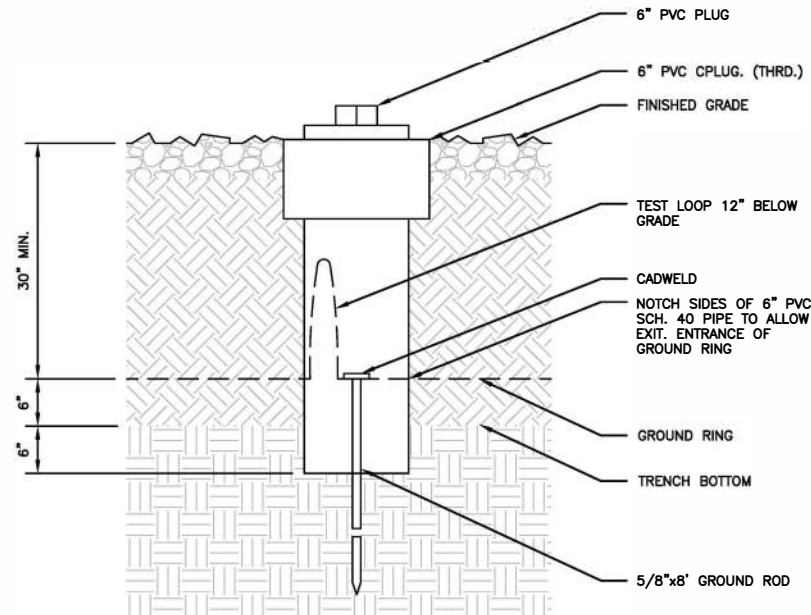
SHEET NO.

G-4



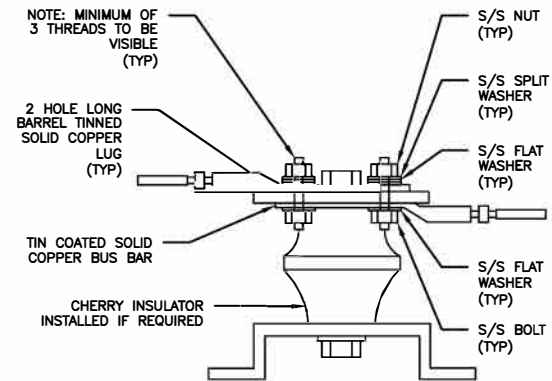
NOTES:

- GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL
- GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)



NOTE:

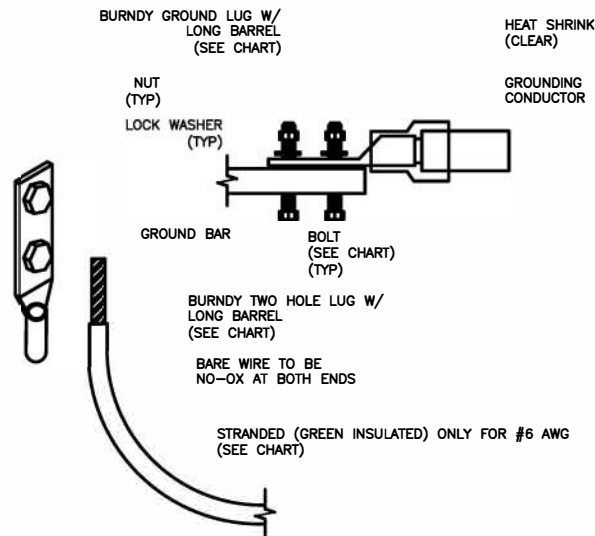
INSPECTION HAND HOLE MAY BE CONCRETE OR PVC
AND SHALL BE A MINIMUM OF 6" IN WIDTH/DIAMETER



NOTE: MINIMUM OF
3 THREADS TO BE
VISIBLE
(TYP)

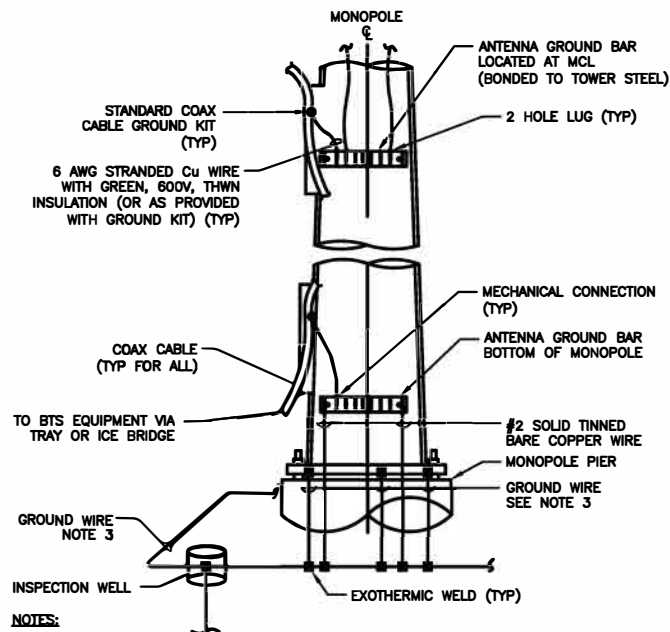
GROUND ROD	NOT TO SCALE	1	GROUND ROD WITH TEST WELL	NOT TO SCALE	2	LUG DETAIL	NOT TO SCALE	3
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WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC38	3/8" - 16 NC S 2 BOLT
#2 AWG STRANDED	YA2C-2TC38	3/8" - 16 NC S 2 BOLT
#2/0 AWG STRANDED	YA26-2TC38	3/8" - 16 NC S 2 BOLT
#4/0 AWG STRANDED	YA28-2N	1/2" - 16 NC S 2 BOLT



NOTES:

- ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.



NOTES:

- NUMBER OF GROUND BARS MAY VARY DEPENDING ON THE TYPE OF MONOPOLE, ANTENNA LOCATION AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET IN/ON THE POLE SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
- ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
- ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222 AND NFPA 780. FOR TOWERS BEING BUILT TO REV G OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE 2/0 AWG. STRANDED IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 8 FEET TO 10 FEET.

MECHANICAL LUG CONNECTION	NOT TO SCALE	4	TYPICAL ANTENNA CABLE GROUNDING	NOT TO SCALE	5	NOT USED	NOT TO SCALE	6
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GENERAL NOTES

GENERAL CONSTRUCTION NOTES:

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
GENERAL CONTRACTOR: T.B.D.
CONTRACTOR: T.B.D.
OWNER: AT&T
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE NEW WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.

22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER AND RF. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE NEW FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE NEW.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
40. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
42. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.

46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
47. ALL UNUSED PORTS ON ANY ANTENNA SHALL BE COVERED WITH CONCEALOR CAP WITH PROPER WEATHER PROOFING OR BE TERMINATED WITH A 50 ΩDAD.
48. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5° AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5° AS DEFINED BY THE RFDS. REFER TO ND-00246.
49. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.
50. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
51. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
52. ANTENNAS SHALL HAVE A 4'-0" MIN CENTER TO CENTER HORIZONTAL SEPARATION

TORQUE REQUIREMENTS

53. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
54. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.

55. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).

56. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).

57. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.

58. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 - 29.8 NM).

59. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 - 2.3 NM).

FIBER & POWER CABLE MOUNTING

60. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (6) SIX FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.

61. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.

62. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



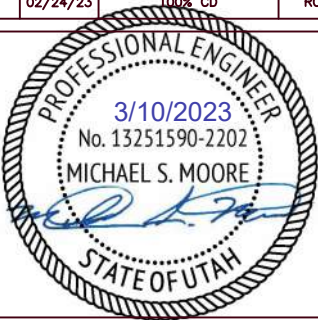
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401



1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
PRINTED MEDIA ONLY.

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
1	07/23/22	100% CD	RC
2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NO.

GN—1

GENERAL NOTES

COAXIAL CABLE NOTES

63. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
64. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
65. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.
66. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
67. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
68. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
69. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.
- GENERAL CABLE AND EQUIPMENT NOTES
70. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
71. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
72. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
73. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED. SELF BONDING TAPE AND PLASTIC ENCLOSURES ALSO PERMITTED PER ATT-002-290-041 SECTION 7.
74. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
- A. TEMPERATURE SHALL BE ABOVE 50° F.
 - B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
 - C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
 - D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.

75. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
- A. GROUNDING AT THE ANTENNA LEVEL.
 - B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
 - C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
 - D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
 - E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
76. ALL NEW GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.

77. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS, PRIOR TO INSTALLATION.
78. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
79. ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 12'-0" T-BOOM SECTOR ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.

ANTENNA MOUNTING NOTES:

- DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
- ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
- PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
- JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.
- CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
- TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE PREFERABLY IN A VERTICAL POSITION.
- ANTENNAS SHALL HAVE A 4' MIN CENTER TO CENTER HORIZONTAL SEPARATION.

TORQUE REQUIREMENTS:

- ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
- ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
 - A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
 - B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
- ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
- ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
- ALL GROUND GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
- ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 - 29.8 NM).
- ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 - 2.3 NM).

FIBER & POWER CABLE MOUNTING NOTES:

- THE OPTIC FIBER TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING OPTIC FIBER TRUNK CABLES INTO A CABLE TRAYS SYSTEM, THE OPTIC FIBER TRUNK CABLES SHALL BE INSTALLED INTO AN INTER DUCT AND PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
- THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.
- WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

GPS ANTENNA MOUNTING NOTES:

- THE ELEVATION AND LOCATION OF THE GPS ANTENNA SHALL BE IN ACCORDANCE WITH THE FINAL RF REPORT.
- THE GPS ANTENNA MOUNT IS DESIGNED TO FASTEN TO A STANDARD 1-1/4" DIAMETER, SCHEDULE 40, GALVANIZED STEEL OR STAINLESS STEEL PIPE. THE PIPE MUST NOT BE THREADED AT THE ANTENNA MOUNT END. THE PIPE SHALL BE CUT TO THE REQUIRED LENGTH (MINIMUM OF 18 INCHES) USING A HAND OR ROTARY PIPE CUTTER TO ASSURE A SMOOTH AND PERPENDICULAR CUT. A HACK SAW SHALL NOT BE USED. THE CUT PIPE END SHALL BE REAMED AND SMOOTH EDGES IN ORDER TO SEAL AGAINST THE NEOPRENE GASKET ATTACHED TO THE ANTENNA MOUNT.
- IT IS CRITICAL THAT THE GPS ANTENNA IS MOUNTED SUCH THAT IT IS WITHIN 2 DEGREES OF VERTICAL AND THE BASE OF THE ANTENNA IS WITHIN 2 DEGREES OF LEVEL.
- CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE NEW LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
- DO NOT SWEEP TEST GPS ANTENNA.

GENERAL SITE WORK & DRAINAGE NOTES:

PART 1 - GENERAL

CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUBGRADE PREPARATION AND FINISH GRADING AS REQUIRED TO COMPLETE THE NEW WORK SHOWN IN THESE PLANS.

1.1 REFERENCES:

- A. DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT EDITION).
- B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).
- C. OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).

1.2 INSPECTION AND TESTING:

- A. FIELD TESTING OF EARTHWORK COMPACTION AND CONCRETE CYLINDERS SHALL BE PERFORMED BY SUBCONTRACTORS INDEPENDENT TESTING LAB. THIS WORK TO BE COORDINATED BY THE SUBCONTRACTOR.
- B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE GENERAL CONTRACTOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.

1.3 SITE MAINTENANCE AND PROTECTION:

- A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE SUBCONTRACT.
- B. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.
- C. KEEP SITE FREE OF ALL PONDING WATER.
- D. PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT AND EPA REQUIREMENTS.
- E. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
- F. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE ENGINEER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.
 - PROVIDE A MINIMUM 48-HOUR NOTICE TO THE ENGINEER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

PART 2 - PRODUCTS

- SUITABLE BACKFILL: ASTM D2321 (CLASS I, II, III OR IVA) FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
 - NON-POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS III, IVA OR IVB) COARSE AGGREGATE. FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
 - POROUS GRANULAR EMBANKMENT AND BACKFILL: ASTM D2321 (CLASS IA, IB OR II) COARSE AGGREGATE FREE FROM FROZEN LUMPS, REFUSE, STONES OR ROCKS LARGER THAN 3 INCHES IN ANY DIMENSION OR OTHER MATERIAL THAT MAY MAKE THE INORGANIC MATERIAL UNSUITABLE FOR BACKFILL.
 - SELECT STRUCTURAL FILL: GRANULAR FILL MATERIAL MEETING THE REQUIREMENTS OF ASTM E850-95. FOR USE AROUND AND UNDER STRUCTURES WHERE STRUCTURAL FILL MATERIAL ARE REQUIRED.
 - GRANULAR BEDDING AND TRENCH BACKFILL: WELL-GRADED SAND MEETING THE GRADATION REQUIREMENTS OF ASTM D2487 (SE OR SW-SM).
 - COARSE AGGREGATE FOR ACCESS ROAD SUBBASE COURSE SHALL CONFORM TO ASTM D2940.
 - UNSUITABLE MATERIAL: HIGH AND MODERATELY PLASTIC SILTS AND CLAYS (LL>45). MATERIAL CONTAINING REFUSE, FROZEN LUMPS, DEMOLISHED BITUMINOUS MATERIAL, VEGETATIVE MATTER, WOOD, STONES IN EXCESS OF 3 INCHES IN ANY DIMENSION, AND DEBRIS AS DETERMINED BY THE CONSTRUCTION MANAGER. TYPICAL THESE WILL BE SOILS CLASSIFIED BY ASTM AS PT, MH, CH, OH, ML, AND OL.
- 2.8 GEOTEXTILE FABRIC: MIRAFI 500X OR ENGINEERED APPROVED EQUAL.



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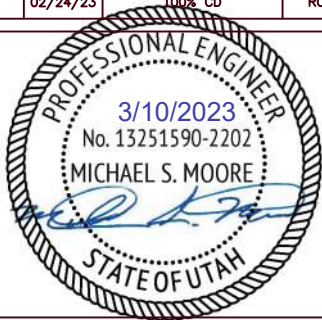
1997 ANNAPOLIS EXCHANGE PARKWAY,
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DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
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SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
1	07/23/22	100% CD	RC
2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NO.

GN-2

GENERAL NOTES

2.9 PLASTIC MARKING TAPE: SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTILITIES. 6 INCHES WIDE WITH A MINIMUM THICKNESS OF 0.004 INCH. TAPE SHALL HAVE MINIMUM STRENGTH OF 1500 PSI IN BOTH DIRECTIONS AND MANUFACTURED WITH INTEGRAL CONDUCTORS, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN BURIED UP TO 3 FEET DEEP. THE METALLIC CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION UTILITIES.

PART 3 - EXECUTION

3.1 GENERAL:

A. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ANY TIME.

B. BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.

C. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.

1. REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE, RAKE, DISK OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.

2. REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS.

3. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL.

A. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING WILL NOT BE PERMITTED.

B. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE NEW CONSTRUCTION. NOTIFY THE CONSTRUCTION MANAGER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.

C. SEPARATE AND STOCK PILE ALL EXCAVATED MATERIALS SUITABLE FOR BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

3.2 BACKFILL:

A. AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.

1. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.

2. BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8-INCHES LOOSE THICKNESS AND COMPACTED. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN LOOSE DEPTH AND COMPACTED.

3. WHENEVER THE DENSITY TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DISKING AND DRYING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE MINIMUM COMPACTION REQUIREMENTS.

B. THOROUGHLY COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

3.3 TRENCH EXCAVATION:

A. UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE GENERAL CONTRACTOR. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.

B. EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE OUTSIDE EDGE OF THE OUTERMOST CONDUIT.

C. WHEN SOFT YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, BACKFILL AT THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION AND BACKFILL WITH GRANULAR BEDDING MATERIAL.

3.4 TRENCH BACKFILL:

A. PROVIDE GRANULAR BEDDING MATERIAL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.

B. NOTIFY THE GENERAL CONTRACTOR 24 HOURS IN ADVANCE OF BACKFILLING.

C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.

D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND CONDUITS.

E. PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.

F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 8-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.

G. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL IMMEDIATELY ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

3.5 AGGREGATE ACCESS ROAD:

A. CLEAR, GRUB, STRIP AND EXCAVATE FOR THE ACCESS ROAD TO THE LINES AND GRADES INDICATED ON THE DRAWINGS. SCARIFY TO A DEPTH OF 6 INCHES AND PROOF-ROLL. ALL HOLES, RUTS, SOFT PLACES AND OTHER DEFECTS SHALL BE CORRECTED.

B. THE ENTIRE SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE MODIFIED PROCTOR TEST, ASTM D 1557.

C. AFTER PREPARATION OF THE SUBGRADE IS COMPLETE THE GEOTEXTILE FABRIC (MIRAFI 500Xi) SHALL BE INSTALLED TO THE LIMITS INDICATED ON THE DRAWINGS BY ROLLING THE FABRIC OUT LONGITUDINALLY ALONG THE ROADWAY. THE FABRIC SHALL NOT BE DRAGGED ACROSS THE SUBGRADE. PLACE THE ENTIRE ROLL IN A SINGLE OPERATION, ROLLING OUT AS SMOOTHLY AS POSSIBLE.

1. OVERLAPS PARALLEL TO THE ROADWAY WILL BE PERMITTED AT THE CENTERLINE AND AT LOCATIONS BEYOND THE ROADWAY SURFACE WIDTH (I.E. WITHIN THE SHOULDER WIDTH) ONLY. NO LONGITUDINAL OVERLAPS SHALL BE LOCATED BETWEEN THE CENTERLINE AND THE SHOULDER. PARALLEL OVERLAPS SHALL BE A MINIMUM OF 3 FEET WIDE.

2. TRANSVERSE (PERPENDICULAR TO THE ROADWAY) OVERLAPS AT THE END OF A ROLL SHALL OVERLAP IN THE DIRECTION OF THE AGGREGATE PLACEMENT (PREVIOUS ROLL ON TOP) AND SHALL HAVE A MINIMUM LENGTH OF 3 FEET.

3. ALL OVERLAPS SHALL BE PINNED WITH STAPLES OR NAILS A MINIMUM OF 10 INCHES LONG TO INSURE POSITIONING DURING PLACEMENT OF AGGREGATE. PIN LONGITUDINAL SEAMS AT 25 FOOT CENTERS AND TRANSVERSE SEAMS EVERY 5 FEET.

D. THE AGGREGATE BASE AND SURFACE COURSES SHALL BE CONSTRUCTED IN LAYERS NOT MORE THAN 4 INCH (COMPACTED) THICKNESS. AGGREGATE TO BE PLACED ON GEOTEXTILE FABRIC SHALL BE END-DUMPED ON THE FABRIC FROM THE FREE END OF THE FABRIC OR OVER PREVIOUSLY PLACED AGGREGATE. THE FIRST LIFT SHALL BE BLADED DOWN TO A THICKNESS OF 8 INCHES PRIOR TO COMPACTION. AT NO TIME SHALL EQUIPMENT, EITHER TRANSPORTING THE AGGREGATE OR GRADING THE AGGREGATE, BE PERMITTED ON THE ROADWAY WITH LESS THAN 4 INCHES OF MATERIAL COVERING THE FABRIC.

E. THE AGGREGATE SHALL BE IMMEDIATELY COMPACTED TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE MODIFIED PROCTOR TEST, ASTM D 1557 WITH A TAMPING ROLLER, OR WITH A PNEUMATIC-TIRED ROLLER, OR WITH A VIBRATORY MACHINE OR ANY COMBINATION OF THE ABOVE. THE TOP LAYER SHALL BE GIVEN A FINAL ROLLING WITH A THREE-WHEEL OR TANDEM ROLLER.

3.6 FINISH GRADING:

A. PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.

B. UTILIZE SATISFACTORY FILL MATERIAL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.

C. ACHIEVE FINISHED GRADE BY PLACING A MINIMUM OF 4 INCHES OF 1/2" - 3/4" CRUSHED STONE ON TOP SOIL STABILIZER FABRIC.

D. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.

3.7 ASPHALT PAVING ROAD:

COLORADO

A. DIVISION 400 - CDOT PAVEMENT

GENERAL CONCRETE WORK NOTES:

PART 1 - GENERAL

1.1 SCOPE:

A. FORM WORK, REINFORCING STEEL, ACCESSORIES, CAST-IN PLACE CONCRETE, FINISHING, CURING AND TESTING FOR STRUCTURAL CONCRETE FOUNDATIONS

1.2 REFERENCES:

A. ACI (AMERICAN CONCRETE INSTITUTE)

1. ACI 301 SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS.

2. ACI 304 RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE.

3. ACI 305 RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING.

4. ACI 306 RECOMMENDED PRACTICE FOR COLD WEATHER CONCRETING.

5. ACI 308 STANDARD PRACTICE FOR CURING CONCRETING.

6. ACI 309 STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE.

7. ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

8. ACI 347 RECOMMENDED PRACTICE FOR CONCRETE FORMWORK.

B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS). THE APPLICABLE STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS ARE LISTED IN THE ACI STANDARDS AND ARE A PART OF THIS SPECIFICATION.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS:

A. REINFORCING BARS: ASTM A615, GRADE 60, NEW DEFORMED BILLET-STEEL BARS, PLAIN FINISH.

B. FURNISH CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS AS REQUIRED FOR SUPPORT OF REINFORCING STEEL AND WIRE FABRIC.

2.2 CONCRETE MATERIALS:

A. PORTLAND CEMENT SHALL BE TYPE II, CONFORMING TO ASTM C-150.

B. AGGREGATE SHALL CONFORM TO ASTM C-33.

1. FINE AGGREGATE SHALL BE UNIFORMLY GRADED, CLEAN SHARP, WASHED NATURAL, OR CRUSHED SAND, FREE FROM ORGANIC IMPURITIES.

2. COARSE AGGREGATE SHALL BE NATURAL WASHED GRAVEL OR WASHED CRUSHED ROCK HAVING HARD, STRONG, DURABLE PIECES, FREE FROM ADHERENT COATINGS.

3. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4 INCH IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM C-33 GRADATION SIZE NO. 67.

C. WATER USED IN CONCRETE MIX SHALL BE POTABLE, CLEAN, AND FREE FROM OILS, ACIDS, SALTS, CHLORIDES, ALKALI, SUGAR, VEGETABLE, OR OTHER INJURIOUS SUBSTANCES.

D. THE CONCRETE SHALL CONTAIN AN AIR-ENTRAINING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-260 AND ACI 212. 1R AND A WATER- REDUCING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-494 AND ACI 212. 1R. ADMIXTURES SHALL BE PURCHASED AND BATCHED IN LIQUID SOLUTION. THE USE OF CALCIUM CHLORIDE OR AN ADMIXTURE CONTAINING CALCIUM CHLORIDE IS PROHIBITED. ADMIXTURES SHALL BE OF THE SAME MANUFACTURER TO ASSURE COMPATIBILITY. ACCEPTABLE MANUFACTURERS ARE:

1. W.R. GRACE

2. SIKA CORP.

3. MASTER BUILDERS

4. EUCLID CHEMICAL CO.

E. CURING COMPOUND SHALL CONFORM TO ASTM C309, TYPE I, ID, CLASS A AND B AND ASTM C171 AS APPLICABLE.

2.3 CONCRETE MIX:

A. PROPORTION CONCRETE MIX IN ACCORDANCE WITH REQUIREMENTS OF ACI 301. THE STRENGTH OF CONCRETE SHALL BE AS INDICATED ON THE DRAWINGS. WHERE STRENGTH IS NOT CLEARLY INDICATED, CONCRETE OF MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 P.S.I. SHALL BE USED.

B. THE CONCRETE MIX SHALL BE DESIGNED FOR A MAXIMUM SLUMP OF THREE INCHES AT THE POINT OF DISCHARGE. MIXES OF THE STIFFEST CONSISTENCY THAT CAN BE EFFICIENTLY PLACED SHALL BE USED.

C. ALL CONCRETE SHALL HAVE (3) TO FIVE (5) PERCENT ENTRAINED AIR.

D. ALL STRUCTURAL CONCRETE SHALL CONTAIN A WATER-REDUCING AGENT.

PART 3 - EXECUTION

3.1 GENERAL:

A. CONSTRUCT AND ERECT THE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 347.

B. COLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 306.

C. HOT-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 305.

3.2 INSERTS, EMBEDDED COMPONENTS AND OPENINGS:

A. CONTRACTOR SHALL CHECK ALL CIVIL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHOR BOLTS, INSERTS AND OTHER ITEMS TO BE BUILT INTO THE CONCRETE WORK.

B. COORDINATE THE WORK OF OTHER SECTION IN FORMING AND SETTING OPENINGS. RECESSES, SLOTS, CHASES, ANCHORS, INSERTS AND OTHER ITEMS TO BE EMBEDDED.

C. EMBEDDED ITEMS SHALL BE SET ACCURATELY IN LOCATION, ALIGNMENT, ELEVATION AND PLUMBNESS, LOCATE AND MEASURE FROM ESTABLISHED SURVEYED REFERENCE BENCHMARKS.



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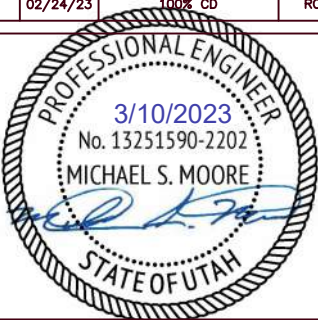
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FA#: 15705693

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SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NO.

GN-3

GENERAL NOTES

- D. EMBEDDED ITEMS SHALL BE ANCHORED INTO PLACE IN A MANNER TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT AND CONSOLIDATION. COMPONENTS FORMING A PART OF A COMPLETE ASSEMBLY SHALL BE ALIGNED BEFORE ANCHORING INTO PLACE. PROVIDE TEMPORARY BRACING, ANCHORAGE, AND TEMPLATES AS REQUIRED TO MAINTAIN THE SETTING AND ALIGNMENT.

3.3 REINFORCEMENT PLACEMENT:

- A. PLACE REINFORCEMENT ACCORDING TO CHECKED AND RELEASED DRAWINGS AND IN ACCORDANCE WITH ACI 301 AND ACI 318.
- B. ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT AGAINST DISPLACEMENT FROM FORM WORK CONSTRUCTION OR CONCRETE PLACEMENT AND CONSOLIDATION. SUPPORT REINFORCING ON METAL CHAIRS, RUNNERS, BOLSTERS, SPACERS AND HANGERS.
- C. SPLICES OF REINFORCING BARS SHALL BE CLASS B UNLESS SHOWN OTHERWISE ON THE DRAWINGS. SPLICES SHALL BE STAGGERED. FULL DEVELOPMENT LENGTH SHALL BE PROVIDED ACROSS JOINTS.
- D. LOCATE REINFORCING TO PROVIDE CONCRETE COVER AND SPACING SHOWN ON THE DRAWINGS. MINIMUM COVER SHALL BE AS REQUIRED BY ACI 318.
- E. WELDING OF AND TO ANY REINFORCING MATERIALS INCLUDING TACK WELDING OF CROSSING BARS IS STRICTLY PROHIBITED.

3.4 CONCRETE PLACEMENT:

- A. PRIOR TO PLACING CONCRETE, THE FORMS AND REINFORCEMENT SHALL BE THOROUGHLY INSPECTED; ALL TEMPORARY BRACING, TIES AND CLEATS REMOVED; ALL OPENINGS FOR UTILITIES PROPERLY BOXED; ALL FORMS PROPERLY SECURED IN THERE CORRECT POSITION AND MADE TIGHT. ALL REINFORCEMENT AND EMBEDDED ITEMS SHALL BE SECURED IN THEIR PROPER LOCATIONS. ALL OLD AND DRY CONCRETE AND DIRT SHALL BE CLEANED OFF AND ALL STANDING WATER AND OTHER FOREIGN MATERIAL REMOVED.
- B. PLACING CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301 AND ACI 304 AND SHALL BE CARRIED OUT AT SUCH A RATE THAT THE CONCRETE PREVIOUSLY PLACED IS STILL PLASTIC AND INTEGRATED WITH THE FRESHLY PLACED CONCRETE. CONCRETING ONCE STARTED, SHALL BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETED. NO COLD JOINTS SHALL BE ALLOWED.
- C. ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED AND COMPACTED BY VIBRATION SPACING, RODDING, OR FORKING DURING THE OPERATION OF PLACING AND DEPOSITING IN ACCORDANCE WITH ACI 309. THE CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT, EMBEDDED ITEMS, AND INTO THE CORNER OF THE FORMS SO AS TO ELIMINATE ALL AIR AND STONE POCKETS.

3.5 FINISHING:

- A. FINISHING OF THE FLOOR SLABS SHALL BE IN ACCORDANCE WITH ACI 302.1 SECTION 7.2 WITH A MINIMUM OF THREE TROWELINGS. THE SLAB FINISH TOLERANCE AS MEASURED IN ACCORDANCE WITH ASTM E 1155 SHALL HAVE AN OVERALL TEST NUMBER FOR FLATNESS, FF= 20 AND FOR LEVEL. FL=15. THE MINIMUM LOCAL NUMBER FOR FLATNESS, FF= 15 AND FOR LEVEL FL=10.
- B. SURFACE OF FLOOR SLAB SHALL RECEIVE TWO COATS OF CLEAR SEALER/HARDNER.
- C. ABOVE GRADE WALL SURFACES SHALL HAVE A SMOOTH FORM FINISH AS DEFINED IN CHAPTER 10 OF ACI 301.

3.6 CURING:

- A. FRESHLY DEPOSITED CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVELY HOT AND COLD TEMPERATURES AND SHALL BE MAINTAINED WITH MINIMUM MOISTURE LOSS AT A RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD OF TIME NECESSARY FOR THE HYDRATION OF THE CEMENT AND PROPER HARDENING OF THE CONCRETE.
- B. CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST AT LEAST OVERNIGHT, IMMEDIATELY FOLLOWING THE INITIAL CURING. BEFORE THE CONCRETE HAS DRIED. ADDITIONAL CURING SHALL BE ACCOMPLISHED BY ONE OF THE FOLLOWING MATERIALS OR METHODS:
1. PONDING OR CONTINUOUS SPRINKLING.
2. ABSORPTIVE MAT OR FABRIC KEPT CONTINUOUSLY WET.
3. NON-ABSORPTIVE FILM (POLYETHYLENE) OVER PREVIOUSLY SPRINKLED SURFACE.
4. SAND OR OTHER COVERING KEPT CONTINUOUSLY WET.
5. CONTINUOUS STEAM (NOT EXCEEDING 150 F) OR VAPOR MIST BATH.
6. SPRAYED- ON CURING COMPOUND APPLIED IN TWO COATS, SPRAYED IN PERPENDICULAR DIRECTION
- C. THE FINAL CURING SHALL CONTINUE UNTIL THE CUMULATIVE NUMBER OF DAYS OR FRACTION THEREOF, NOT NECESSARILY CONSECUTIVE, DURING WHICH TEMPERATURE OF THE AIR IN CONTACT WITH CONCRETE IS ABOVE 50F HAS TOTALED SEVEN (7) DAYS. CONCRETE SHALL NOT BE PERMITTED TO FREEZE DURING THE CURING PERIOD. RAPID DRYING AT THE END OF THE CURING PERIOD SHALL BE PREVENTED.

GENERAL STRUCTURAL STEEL NOTES:

PART 1 - GENERAL

1.1 SCOPE:

- A. PROVIDE FABRICATION AND ERECTION OF STRUCTURAL STEEL AND OTHER ITEMS AS SHOWN ON THE DRAWINGS OR REQUIRED BY OTHER SECTIONS OF THESE SPECIFICATIONS.

1.2 REFERENCES:

- A. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC). MANUAL OF STEEL CONSTRUCTION, ALLOWABLE STRESS DESIGN (ASD).
- B. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
ASTM A36: STRUCTURAL STEEL
ASTM A53: PIPE, STEEL BLACK AND HOT DIPPED, ZINC-COATED WELDED AND SEAMLESS.
ASTM A108: STEEL BARS, CARBON, COLD FINISHED, STANDARD QUALITY.
ASTM A123: ZINC (HOT-DIPPED GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
ASTM A307: CARBON STEEL BOLTS AND STUDS, 60,000 P.S.I. TENSILE STRENGTH.
ASTM A325: HIGH-STRENGTH BOLT FOR STRUCTURAL STEEL JOINTS.
ASTM A490: HEAT-TREATED, STRUCTURAL STEEL BOLTS, 150 (KSI) (1035MPA) TENSILE STRENGTH.
ASTM A500: COLD-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING IN ROUNDS AND SHAPES.
ASTM A563: CARBON AND ALLOY STEEL NUTS.
ASTM B695: COATINGS OF ZINC MECHANICALLY DEPOSITED ON IRON AND STEEL.
ASTM F436: HARDENED STEEL WASHERS.
ASTM F959: COMPRESSIBLE-WASHER-TYPE DIRECT TENSION INDICATOR FOR USE WITH STRUCTURAL FASTENERS.
- C. AMERICAN WELDING SOCIETY (AWS):
AWS A5.1: COVERED CARBON STEEL ARC WELDING ELECTRODES.
AWS A5.5: LOW ALLOY STEEL COVERED ARC WELDING ELECTRODES.
AWS D1.1: STRUCTURAL WELDING CODE - STEEL.
- D. RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCSC): "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 BOLTS OR ASTM A490 BOLTS." AS ENDORSED BY AISC.
- E. STEEL STRUCTURES PAINTING COUNCIL (SSPC):
SSPC-SP3: POWER TOOL CLEANING.
SSPC-PAINT 11: RED IRON OXIDE, ZINC CHROME, RAW LINSEED OIL OR ALKYD PAINT.

1.3 SUBMITTALS:

- A. SUBMIT THE FOLLOWING FOR APPROVAL:

1. FABRICATION AND ERECTION DRAWINGS SHOWING ALL DETAILS, CONNECTIONS, MATERIAL DESIGNATIONS, AND ALL TOP STEEL ELEVATIONS.

B. WELDERS SHALL BE QUALIFIED AS PRESCRIBED IN AWS D1.1.

PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL:

A. SHAPES, PLATES AND BARS SHALL CONFIRM TO ASTM A36.

B. STRUCTURAL TUBING SHALL CONFIRM TO ASTM A500, GRADE B. STEEL PIPE SHALL CONFIRM TO ASTM A53, TYPE E OR S, GRADE B.

2.2 ANCHOR BOLTS:

A. ANCHOR BOLTS SHALL CONFIRM TO ASTM A307 WITH HEAVY HEXAGONAL NUTS.

2.3 BOLTS:

- A. COMMON (MACHINE) BOLTS SHALL CONFIRM TO ASTM A307 GRADE A AND NUTS TO ASTM A563. ONE COMMON BOLT ASSEMBLY SHALL CONSIST OF A BOLT. A HEAVY HEX NUT AND A HARDENED WASHER.
- B. HIGH-STRENGTH BOLTS SHALL CONFORM TO ASTM A325; ONE HIGH STRENGTH BOLT ASSEMBLY SHALL CONSIST OF A HEAVY HEX STRUCTURAL BOLT, A HEAVY HEX NUT, A HARDENED WASHER CONFORMING TO ASTM F436. THE HARDENED WASHER SHALL BE INSTALLED AGAINST THE ELEMENT TURNED IN TIGHTENING. UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL CONNECTIONS SHALL BE BEARING TYPE CONNECTIONS.

2.4 WELDING ELECTRODES:

A. WELDING ELECTRODES SHALL COMPLY WITH AWS D1.1 USING A5.1 OR A5.5 E70XX AND SHALL BE COMPATIBLE WITH THE WELDING PROCESS SELECTED.

2.5 PRIMER:

A. PRIMER SHALL BE RED OXIDE-CHROMATE PRIMER COMPLYING WITH SSPC PAINT SPECIFICATION NO. 11.

PART 3 - EXECUTION

3.1 FABRICATION:

A. SHOP FABRICATE AND ASSEMBLY MATERIALS AS SPECIFIED HEREIN.

1. FABRICATE ITEMS OF STRUCTURAL STEEL IN ACCORDANCE WITH THE AISC-ASD SPECIFICATION, AND AS INDICATED ON THE APPROVED SHOP DRAWINGS.
2. ALL EXPOSED STRUCTURAL STEEL SHALL BE HOT DIP GALVANIZED PER ASTM.
3. PROPERLY MARK AND MATCH-MARK MATERIALS FOR FIELD ASSEMBLY AND FOR IDENTIFICATION AS TO LOCATION FOR WHICH INTENDED.
4. FABRICATE AND DELIVER IN A SEQUENCE WHICH WILL EXPEDITE ERECTION AND MINIMIZE FIELD HANDLING OF MATERIALS.
5. WHERE FINISHING IS REQUIRED, COMPLETE THE ASSEMBLY, INCLUDING THE WELDING OF UNITS, BEFORE START OF FINISHING OPERATIONS.
6. PROVIDE FINISH SURFACE OF MEMBERS EXPOSED IN THE FINAL STRUCTURE FREE FROM MARKINGS, BURNS, AND OTHER DEFECTS.

B. PROVIDE CONNECTIONS AS SPECIFIED HEREIN:

1. PROVIDE BOLTS AND WASHERS OF TYPES AND SIZE REQUIRED FOR COMPLETION OF FIELD ERECTION. USE 3/4 INCH DIAMETER A325 BOLTS UNLESS NOTED OTHERWISE.
2. INSTALL HIGH STRENGTH THREADED FASTENERS IN ACCORDANCE WITH RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR ASTM A490 BOLTS."
3. WELDED CONSTRUCTION SHALL COMPLY WITH AWS D1.1 FOR PROCEDURES, APPEARANCE, QUALITY OF WELD, AND METHODS USED IN CORRECTING WELDED WORK.
4. THE FABRICATOR SHALL FURNISH AND INSTALL ERECTION CLIPS FOR FIT-UP OF WELDED CONNECTIONS.
5. DOUBLE ANGLE MEMBERS SHALL HAVE WELDED FILLERS SPACED IN ACCORDANCE WITH CHAPTER E4 OF THE AISC-ASD SPECIFICATION.
6. GUSSET AND STIFFENER PLATES SHALL BE 3/8 INCH THICK MINIMUM.

3.2 PRIMING:

- A. STRUCTURAL STEEL SHALL BE PRIMED AS SPECIFIED HEREIN, UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
- B. STRUCTURAL STEEL SURFACE PREPARATION SHALL CONFIRM TO SSPC-SP3, "POWER TOOL CLEANING."
- C. SURFACE PREPARATION AND PRIMER SHALL BE IN ACCORDANCE WITH AISC CODE OF STANDARD PRACTICE AS INCLUDED IN THE ASD MANUAL OF STEEL CONSTRUCTION.
- D. MATERIALS SHALL REMAIN CLOSED UNTIL REQUIRED FOR USE, MANUFACTURER'S POT-LIFE REQUIREMENTS SHALL BE STRICTLY ADHERED TO.
- E. PRIMER SHALL BE APPLIED TO DRY, CLEAN, PREPARED SURFACE AND UNDER FAVORABLE CONDITIONS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. UNLESS OTHERWISE RECOMMENDED BY THE MANUFACTURER PRIMING SHALL NOT BE DONE WHEN AMBIENT TEMPERATURE IS LESS THAN 50 DEGREE F. THE RELATIVE HUMIDITY IS MORE THAN 90 PERCENT, OR THE SURFACE TEMPERATURE IS LESS THAN 5 DEGREE F ABOVE THE DEW POINT.
- F. GENERALLY ALL PRIMER SHALL BE SPRAY APPLIED. BRUSH OR ROLLER APPLICATION SHALL BE RESTRICTED TO TOUCHUP AND TO AREAS NOT ACCESSIBLE BY SPRAY GUN.
- G. PRIMER SHALL BE UNIFORMLY APPLIED WITHOUT RUNS, SAGS, SOLVENT BLISTERS, DRY SPRAY OR OTHER BLEMISHES. ALL BLEMISHES AND OTHER IRREGULARITIES SHALL BE REPAIRED OR REMOVED AND THE AREA RE-COATED. SPECIAL ATTENTION SHALL BE PAID TO CREVICES, WELD LINES, BOLT HEADS, CORNERS, EDGES, ETC., TO OBTAIN THE REQUIRED NOMINAL FILM THICKNESS.
- H. THE DRY FILM THICKNESS OF THE PRIMER SHALL BE 2.0 MILS.
- I. IF THE PRIMER IS DAMAGED BY WELDING OR PHYSICAL ABUSE, THE AREA SHALL BE TOUCHED UP AND REPAIRED. THE TOUCHUP PAINT SHALL BE COMPATIBLE WITH THE APPLIES PRIMER WITH MINIMUM DRY FILM THICKNESS OF 1.5 MILS.

3.3 INSTALLATION:

- A. INSTALLATION OF STRUCTURAL STEEL SHALL COMPLY WITH AISC "CODE OF STANDARD PRACTICE."
- B. STRUCTURAL FIELD WELDING SHALL BE DONE BY THE ELECTRIC SUBMERGED OR SHIELDED METAL ARC PROCESS. WELDED CONSTRUCTION SHALL COMPLY WITH AWS D1.1.
- C. PROVIDE ANCHOR BOLTS AND OTHER CONNECTORS REQUIRED FOR SECURING STRUCTURAL STEEL TO ELEVATOR SHAFT WALLS AND OTHER IN-PLACE WORK. PROVIDE TEMPLATES AND OTHER DEVICES NECESSARY FOR PRESETTING BOLTS AND ANCHORS TO ACCURATE LOCATIONS.
- D. SPLICE MEMBERS ONLY WHERE INDICATED ON THE DRAWINGS.
- E. ANY GAS CUTTING TORCHES HAVE TO BE APPROVED IN WRITING BY THE PROJECT STRUCTURAL ENGINEER.
- F. PROVIDE TEMPORARY SHORING BRACING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR IMPOSED LOADS. REMOVE TEMPORARY CONNECTIONS AND MEMBERS WHEN PERMANENT MEMBERS ARE IN PLACE AND THE FINAL CONNECTIONS HAVE BEEN MADE.
- G. ALIGN AND ADJUST MEMBERS, AND OTHER SURFACES WHICH WILL BE IN THE PERMANENT CONTACT, BEFORE ASSEMBLY.
- H. HIGH-STRENGTH BOLTS AS A MINIMUM, SHALL BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN THE LATEST AISC SPECIFICATION. ALL HIGH-STRENGTH BOLTS SPECIFIED ON THE DESIGN DRAWINGS TO BE USED IN PRETENSIONED OR SLIP-CRITICAL JOINTS SHALL BE TIGHTENED TO A BOLT TENSION NOT LESS THAN THAT GIVEN IN AISC TABLE J3.1. INSTALLATION SHALL BE BY ANY OF THE FOLLOWING METHODS: TURN-OF NUT METHOD, A DIRECT-TENSION-INDICATOR, TWIST-OFF-TYPE TENSION-CONTROL BOLT, CALIBRATED WRENCH, OR ALTERNATIVE DESIGN BOLT.



7670 S CHESTER ST.
ENGLEWOOD, CO. 80112



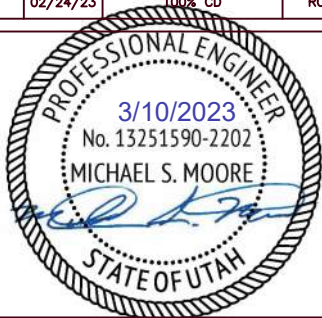
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401



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IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE
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SUBMITTALS			
REV	DATE	DESCRIPTION	BY
B	05/03/22	90% CD	RC
C	05/12/22	90% CD	RC
0	05/25/22	100% CD	RC
1	07/23/22	100% CD	RC
2	07/27/22	100% CD	RC
3	09/01/22	100% CD	RC
4	09/24/22	100% CD	DAB
5	02/24/23	100% CD	RC



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/6C

UTL04090

MEADOW_RANCH

FA#: 15705693

USID: 317144

SITE ADDRESS:

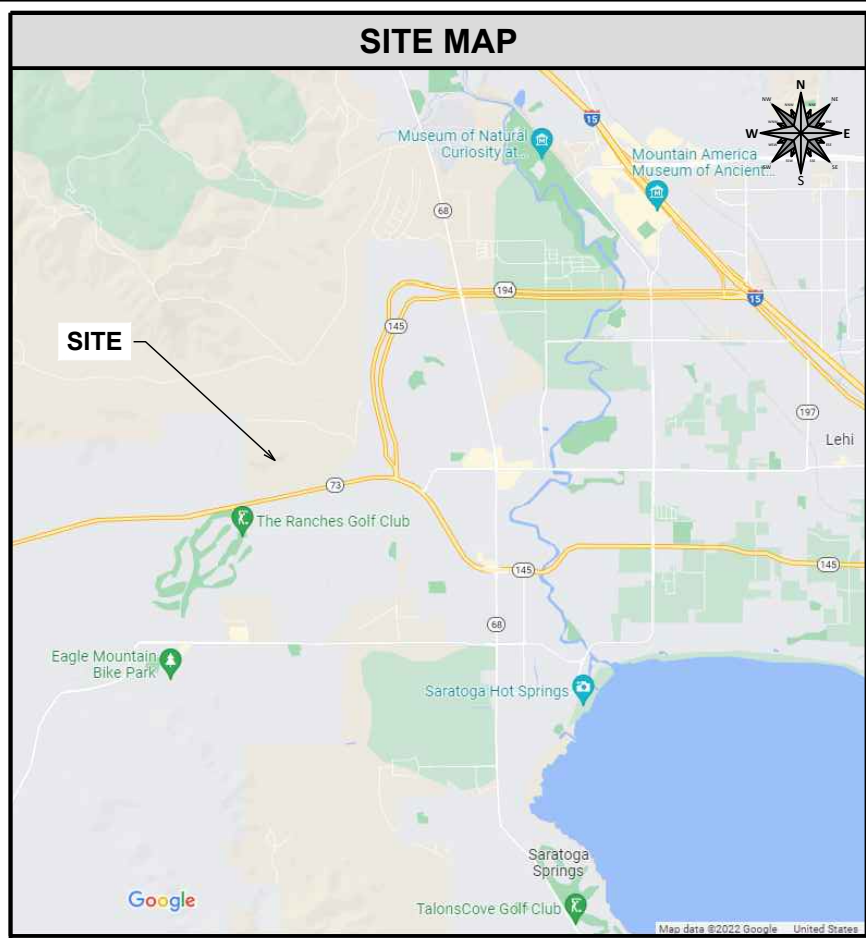
9469 N. MT AIREY DR EAGLE
MOUNTAIN, UT 84005

SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NO.

GN-4

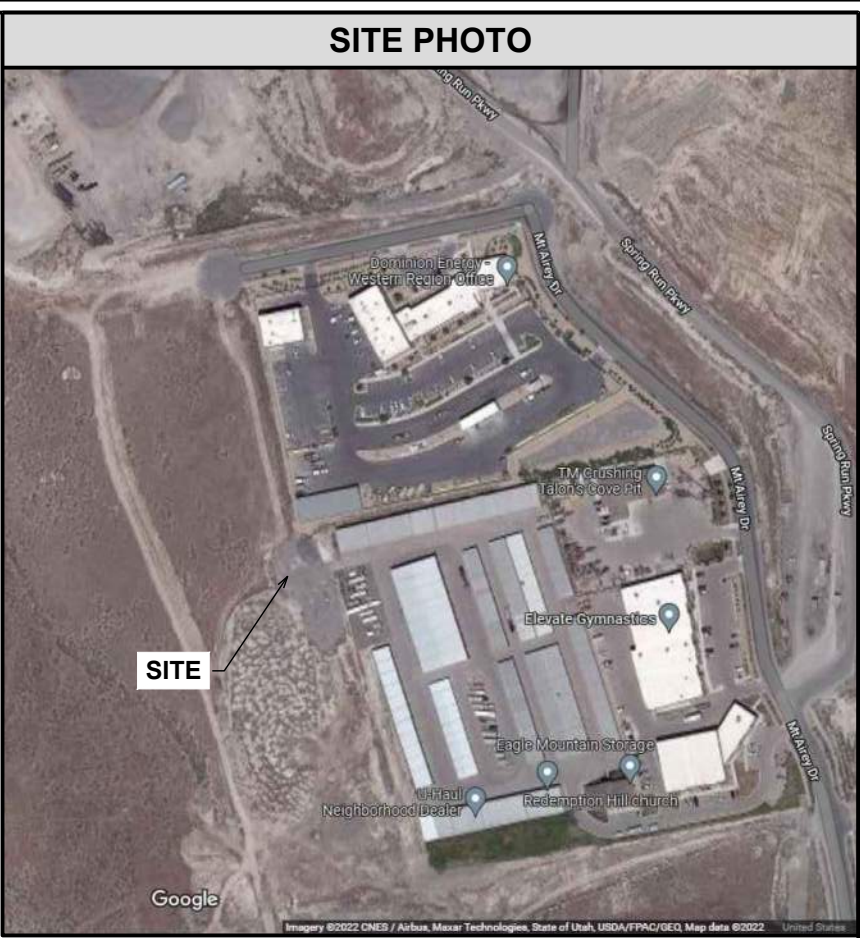


SITE NAME:
MEADOW RANCH

SITE NUMBER:
15705693

SITE ADDRESS:
9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE & LONGITUDE:
N 40° 23' 04.43" , W 111° 58' 04.55"



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SCOPE OF WORK

SITE ACCESS ROAD AND COMPOUND GRADING.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

- 2018 BUILDING CODE OF UTAH (IBC 2018 WITH AMENDMENTS)
- 2018 EXISTING BUILDING CODE OF UTAH (IEBC 2018 WITH AMENDMENTS)
- 2018 FIRE CODE OF UTAH (IFC 2018 WITH AMENDMENTS)
- 2018 FUEL GAS CODE OF UTAH (IFGC 2018 WITH AMENDMENTS)
- 2020 NATIONAL ELECTRIC CODE OF UTAH (NFPA 70, 2020 WITH AMENDMENTS)
- 2018 PLUMBING CODE OF UTAH (IPC 2018 WITH AMENDMENTS)
- 2018 COMMERCIAL ENERGY CONSERVATION CODE OF UTAH (IECC 2018 WITH AMENDMENTS)
- 2018 MECHANICAL CODE OF UTAH (IMC 2018 WITH AMENDMENTS)



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C-4.2	STORM WATER MANAGEMENT II

SITE SUMMARY	
SITE TYPE:	NEW BUILD RAW LAND
STRUCTURE TYPE:	MONOPOLE
STRUCTURE OWNER:	AT&T
SITE NUMBER:	15705693
ANTENNA SITE REG. NO.:	15705693
STRUCTURE HEIGHT (AGL):	90' ±
OCCUPANCY TYPE:	UTILITY & MISCELLANEOUS (U)
STRUCTURE LATITUDE:	N 40° 23' 04.43" (40.384563°)
STRUCTURE LONGITUDE:	W 111° 58' 04.55" (-111.967931°)
JURISDICTION:	EAGLE MOUNTAIN CITY
COUNTY:	UTAH
PARCEL ID:	XXXX
GROUND ELEV. (NAVD 88):	XXX'
POWER PROVIDER:	ROCKY MOUNTAIN POWER
FIBER PROVIDER:	T.B.D.

PREPARED BY:



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RALEIGH, NC 27615
919-782-2710
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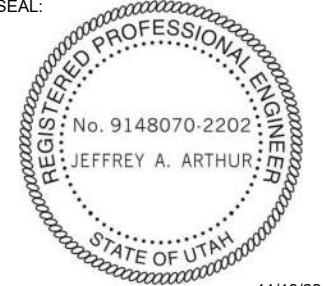
SITE NAME:
MEADOW RANCH

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9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE/LONGITUDE:
40.384563° , -111.967931°

SEAL:



11/18/22

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SHEET # T-1

CURRENT REV #: 0
ETS #: 22112852

GENERAL NOTES	GENERAL NOTES (CONTINUED)	
1. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND CARRIER PROJECT SPECIFICATIONS. 2. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND SHALL CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. 3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK. 4. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS. 5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED IN THESE DRAWINGS. 6. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISHED SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK. 7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE. 8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN IN THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING. 9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION. 10. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES. 11. ERECTION SHALL BE DONE IN WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED IN THE DRAWINGS. 12. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS. 13. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. 14. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK. 15. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER. 16. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION. 17. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING. 18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION. 19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. 20. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NO LESS THAN 2-A OR 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.	21. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION. 22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES. 23. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION. 24. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL. 25. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT. 26. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION. 27. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. 28. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT. 29. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT. 30. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION. 31. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED). 32. STRUCTURE IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY CARRIER TECHNICIANS. 33. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED. 34. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CARRIER GROUNDING STANDARD. IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN. 35. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY. 36. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS. 37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION. 38. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. 39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.	

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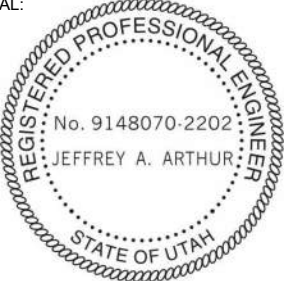
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DRAWN BY: DJN

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SHEET TITLE:

GENERAL NOTES I

SHEET #

GN-1

CURRENT REV #:

0

ETS #:

22112852

ABBREVIATIONS				LINETYPES			
ABC	AGGREGATE BASE COURSE	FT.	FOOT, FEET	RT	RIGHT		PARENT PROPERTY BOUNDARY
ABS	AIR BREAK SWITCH	FTG.	FOOTING	R/W	RIGHT OF WAY		ADJACENT PROPERTY BOUNDARY
A.C.	ASBESTOS CEMENT	GA	GAGE	RWM	RIGHT OF WAY MONUMENT		EASEMENT
A/C	AIR CONDITIONING	GAL.	GALLON	SAN	SANITARY SEWER		LEASE AREA
A.D.	AREA DRAIN	GALV.	GALVANIZED	SB	SOIL BORING		RIGHT OF WAY
A.F.F.	ABOVE FINISHED FLOOR	GC	GENERAL CONTRACTOR	SCH	SCHEDULE		SILT FENCE
ALT.	ALTERNATE	G.F.E.	GOVERNMENT FURNISHED EQUIPMENT	SET	SETBACK		CHAIN-LINK FENCE
ALUM.	ALUMINUM	GIS	GEOGRAPHIC INFORMATION SYSTEM	SF	SQUARE FEET		UNDERGROUND WATER
AMP.	AMPERES	GL	GAS LINE	SHT	SHEET		UNDERGROUND POWER
A.O.	ACCESS OPENING	GM	GAS METER	SIA	SIAMESE CONNECTION		OVERHEAD POWER
APPROX.	APPROXIMATELY	G.P.H.	GALLONS/HOUR	SIG	SIGNAL		ALTERNATING CURRENT POWER
ARCH.	ARCHITECTURAL	G.P.M.	GALLONS/MINUTE	SOTF	SECURITY OPERATIONS TRAINING FACILITY		DIRECT CURRENT POWER
ASPH.	ASPHALT	GND.	GROUND	SP	SIGNAL POLE		FIBER/DC POWER COMPOSITE CABLE
A.T.P.	ANTI-TERRORISM FORCE PROTECTION	GOV'T	GOVERNMENT	SPECS	SPECIFICATIONS		HYBRID CABLE
A.W.W.A.	AMERICAN WATER WORKS ASSOCIATION	GV	GATE VALVE	SQFT	SQUARE FEET		UNDERGROUND FIBER
BLDG.	BUILDING	GW	GUY WIRE	SR	STATE ROAD		OVERHEAD FIBER
BM.	BENCH MARK	HC	HANDICAP	SS	SANITARY SEWER		MULTI-MODE FIBER
BOC	BACK OF CURB	HCP	HANDICAP PARKING	ST.	STATION		SINGLE-MODE FIBER
BOL	BOLLARD	HCR	HANDICAP RAMP	STD.	STANDARD		FIBER TRUNK - 6 STRAND
BRG.	BEARING	HDW	HEADWALL	STM	STORM		FIBER TRUNK - 12 STRAND
BVC	BEGIN VERTICAL CURVE	HP	HIGH POINT	STL	STEEL		FIBER TRUNK - 24 STRAND
BVCE	BEGIN VERTICAL CURVE ELEVATION	HSS	HIGH STRENGTH STEEL	SW	SIDEWALK		FIBER TRUNK - 48 STRAND
BVCS	BEGIN VERTICAL CURVE STATION	HT	HEIGHT	SWM	STORMWATER MANAGEMENT		FIBER TRUNK - 96 STRAND
C&G	CURB AND GUTTER	HYD	HYDRANT	T	TANGENT		FIBER TRUNK - 144 STRAND
CATV	CABLE TELEVISION	ID.	INSIDE DIAMETER	TBM	TEMPORARY BENCHMARK		FIBER TRUNK - 288 STRAND
CAP.	CAPACITY	INTX.	INTERSECTION	TERR	TERRA COTTA PIPE		GROUND WIRE
C.B.	CATCH BASIN	INV.	INVERT	TEL	TELEPHONE		GAS LINE
CBL	CABLE	ISL	ISLAND	TOC	TOP OF CURB		ETHERNET CABLE
CEM.	CEMENT	ITL.	INDEPENDENT TESTING LABORATORY	TOB	TOP OF BANK		CAT6 CABLE
CER.	CERAMIC	J.B.	JUNCTION BOX	TOS	TOP OF SLOPE		CAT5 CABLE
C.F.M.	CUBIC FEET/MINUTE	JCT.	JUNCTION	TOW	TOP OF WALL		ALARM CABLE
C.F.S.	CUBIC FEET/SECOND	JSOC	JOINT SPECIAL OPERATIONS COMMAND	TP	TELEPHONE POLE		CONDUIT
C.I.	CURB INLET	JT.	JOINT	TRANS	TRANSFORMER		COAX FEEDLINE
C.I.P.	CAST IRON PIPE	K	K VALVE	TYP.	TYPICAL		COAX FEEDLINE / JUMPER - TFT-402
CIRC.	CIRCULATING	KVA	KILOVOLT AMPERE	U/C	UNDER CONSTRUCTION		COAX FEEDLINE / JUMPER - PTS1-50
C.A.	CONSTRUCTION JOINT/CONTRACTION JOINT	KW	KILOWATT	U/G	UNDERGROUND		COAX FEEDLINE / JUMPER - LMR-240
C.L.	CENTER LINE	L	LENGTH	UNO	UNLESS NOTED OTHERWISE		COAX FEEDLINE / JUMPER - LDF4-50
C.M.	CONCRETE MONUMENT	LF	LINEAR FEET	UP	UTILITY POLE		COAX FEEDLINE / JUMPER - LDF1-50
C.M.P.	CONCRETE METAL PIPE	LGT	LIGHT	VC	VERTICAL CURVE		COAX FEEDLINE / JUMPER - HL4RPV
C.M.U.	CONCRETE MASONRY UNIT	LP	LIGHT POLE	VCP	VITRIFIED CLAY PIPE		COAX FEEDLINE / JUMPER - FSJ4-50
C.O.	CLEAN OUT	LT	LEFT	VIF	VERIFY IN FIELD		COAX FEEDLINE / JUMPER - FSJ1-50
COL.	COLUMN	MAX	MAXIMUM	WL	WATER LINE		COAX FEEDLINE / JUMPER - AL4RPV
CONC.	CONCRETE	MED	MEDIAN	WM	WATER METER		
COND.	CONDENSATE	MH	MANHOLE	WSEL	WATER SURFACE ELEVATION		
CONN.	CONNECTION	MIN	MINIMUM	WV	WATER VALVE		
CONST.	CONSTRUCTION	MJ	MECHANICAL JOINT	WTR	WATER		
CONT.	CONTINUOUS	MON	MONUMENT	WWF	WIRE WELD FABRIC		
COR	CONTRACTING OFFICERS REPRESENTATIVE	MTL	METAL				
C.TO C.	CENTER TO CENTER	MW	MONITOR WELL / MICROWAVE				
C.Y.	CUBIC YARD	M.U.T.C.D	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES				
DET.	DETAIL	N/A	NOT APPLICABLE				
DI	DROP INLET	NAD 27	NORTH AMERICAN DATUM 1927				
DIA.	DIAMETER	NAD 83	NORTH AMERICAN DATUM 1983				
DIFF.	DIFFUSER	NBL	NORTH BOUND LINE				
DIM.	DIMENSION	NC	NORMAL CROWN				
D.I.P.	DUCTILE IRON PIPE	NEMA	NATIONAL ELECTRICAL MANUFACTURES ASSOCIATION				
DISC.	DISCONNECT	NIC	NOT IN CONTRACT				
D.A.	DUMMY JOINT	NIP	NEW IRON PIPE				
DN.	DOWN	N.T.S.	NOT TO SCALE				
DR.	DRAIN	O.U.	ON CENTER				
D.S.	DOWN SPOUT	O.V.	OUTSIDE DIAMETER				
DW	DOMESTIC WATER	OH	OVERHEAD				
DWG.(S)	DRAWING(S)	OHE	OVERHEAD ELECTRIC				
EA.	EACH	ONUS.	OLD NORTH UTILITY SERVICE				
E.F.	EXHAUST FAN	OVH	OVERHANG				
EG.	EXISTING GRADE	P/A	PARKING AREA				
E.I.P.	EXISTING IRON PIPE	PC	POINT OF CURVATURE				
E.J.	EXPANSION JOINT	PCC	POINT OF COMPOUND CURVATURE				
ELEC.	ELECTRIC	PED	PEDESTAL				
EL.	ELEVATION	PER.	PERIMETER				
E.M.	ELECTRIC METER	PGL	PROPOSED GRADE LINE				
EOP	EDGE OF PAVEMENT	PI	POINT OF INTERSECTION				
EQUIP.	EQUIPMENT	PINC	POINT OF INTERSECTION ON CURVE				
EVC	END VERTICAL CURVE	PIV	POST INDICATOR VALVE				
EVCE	END VERTICAL CURVE ELEVATION	PIV ELEV	POINT OF VERTICAL INTERSECTION ELEVATION				
EVCS	END VERTICAL CURVE STATION	PLT	PLATE				
EXH.	EXHAUST	PSF	POUNDS PER SQUARE FOOT				
EXP.JT.	EXPANSION JOINT	PSF	POUNDS/SQUARE FOOT				
EXT.	EXTERIOR	PSI	POUNDS/SQUARE INCH				
EX./EXIST.	EXISTING	PIV STA	POINT OF VERTICAL INTERSECTION STATION				
FC	FACE OF CURB	PT	POINT				
F.D.	FLOOR DRAIN	PVMT	PAVEMENT				
F.D.C.	FIRE DEPARTMENT CONNECTION	RAD.	RADIUS				
F.E.S.	FLARED END SECTION	RCP	REINFORCED CONCRETE PIPE				
F.F.E.	FINISHED FLOOR ELEVATION	REINF.	REINFORCING				
FG	FINISHED GRADE	REQ.	REQUIRED				
FH	FIRE HYDRANT	REV	REVISED				
FIN.	FINISH FLOOR	R.P.Z.	REDUCED PRESSURE ZONE				
FM	FORCE MAIN						
FOC	FACE OF CURB						

	PARENT PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EASEMENT
	LEASE AREA
	RIGHT OF WAY
	SILT FENCE
	CHAIN-LINK FENCE
	UNDERGROUND WATER
	UNDERGROUND POWER
	OVERHEAD POWER
	ALTERNATING CURRENT POWER
	DIRECT CURRENT POWER
	FIBER/DC POWER COMPOSITE CABLE
	HYBRID CABLE
	UNDERGROUND FIBER
	OVERHEAD FIBER
	MULTI-MODE FIBER
	SINGLE-MODE FIBER
	FIBER TRUNK - 6 STRAND
	FIBER TRUNK - 12 STRAND
	FIBER TRUNK - 24 STRAND
	FIBER TRUNK - 48 STRAND
	FIBER TRUNK - 96 STRAND
	FIBER TRUNK - 144 STRAND
	FIBER TRUNK - 288 STRAND
	GROUND WIRE
	GAS LINE
	ETHERNET CABLE
	CAT6 CABLE
	CAT5 CABLE
	ALARM CABLE
	CONDUIT
	COAX FEEDLINE
	COAX FEEDLINE / JUMPER - TFT-402
	COAX FEEDLINE / JUMPER - PTS1-50
	COAX FEEDLINE / JUMPER - LMR-240
	COAX FEEDLINE / JUMPER - LDF4-50
	COAX FEEDLINE / JUMPER - LDF1-50
	COAX FEEDLINE / JUMPER - HL4RPV
	COAX FEEDLINE / JUMPER - FSJ4-50
	COAX FEEDLINE / JUMPER - FSJ1-50
	COAX FEEDLINE / JUMPER - AL4RPV

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PREPARED FOR:



SITE NAME:

MEADOW RANCH

SITE NUMBER:

15705693

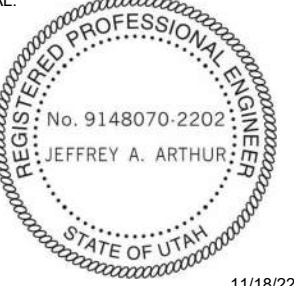
SITE ADDRESS:

9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE/LONGITUDE:

40.384563°, -111.967931°

SEAL:



11/18/22

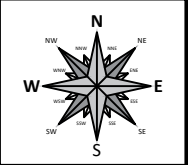
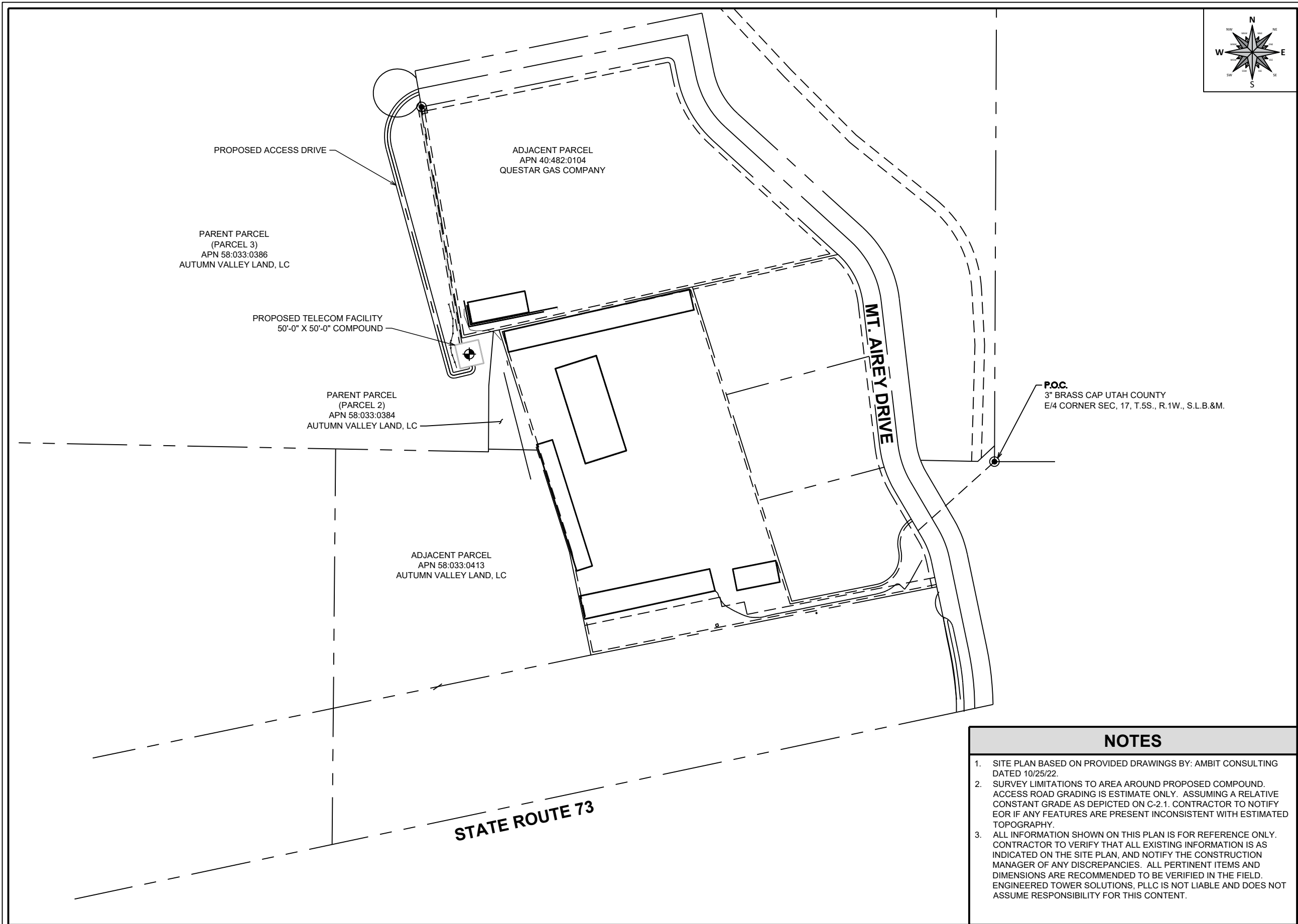
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SHEET TITLE:

GENERAL NOTES II

SHEET #	CURRENT REV #:
GN-2	0
	ETS #: 22112852



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**ENGINEERED
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**PRIMECORE
TECHNOLOGIES**

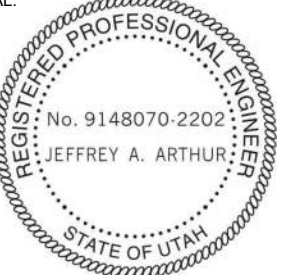
SITE NAME:
MEADOW RANCH

SITE NUMBER:
15705693

SITE ADDRESS:
9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE/LONGITUDE:
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11/18/22

REV	DATE	DETAILS
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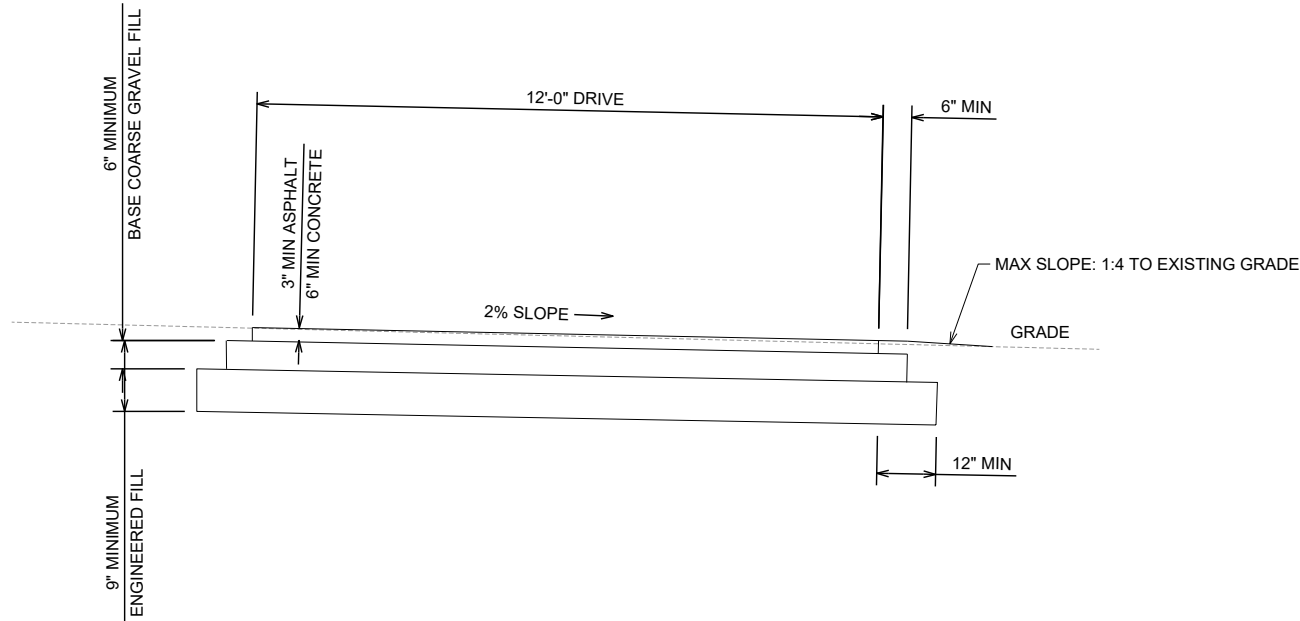
SHEET TITLE:

SITE PLAN

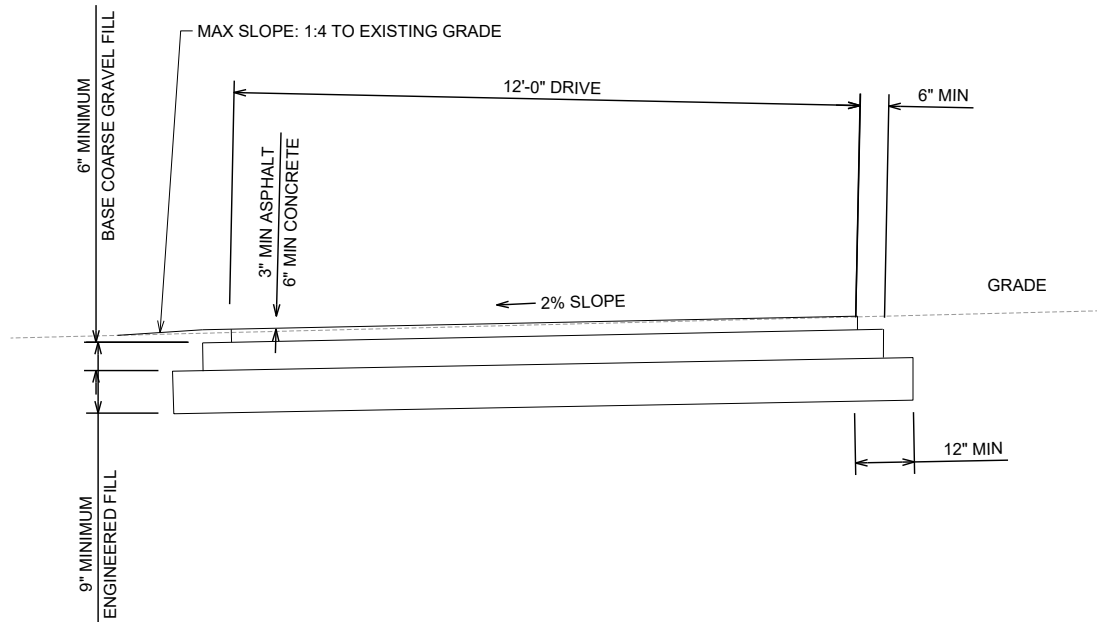
SHEET # **C-1.1** CURRENT REV #: **0**
ETS #: 22112852

NOTES

- SITE PLAN BASED ON PROVIDED DRAWINGS BY: AMBIT CONSULTING DATED 10/25/22.
- SURVEY LIMITATIONS TO AREA AROUND PROPOSED COMPOUND. ACCESS ROAD GRADING IS ESTIMATE ONLY. ASSUMING A RELATIVE CONSTANT GRADE AS DEPICTED ON C-2.1. CONTRACTOR TO NOTIFY EOR IF ANY FEATURES ARE PRESENT INCONSISTENT WITH ESTIMATED TOPOGRAPHY.
- ALL INFORMATION SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY THAT ALL EXISTING INFORMATION IS AS INDICATED ON THE SITE PLAN, AND NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES. ALL PERTINENT ITEMS AND DIMENSIONS ARE RECOMMENDED TO BE VERIFIED IN THE FIELD. ENGINEERED TOWER SOLUTIONS, PLLC IS NOT LIABLE AND DOES NOT ASSUME RESPONSIBILITY FOR THIS CONTENT.



DETAIL 1 ROAD CROSS SECTION
N.T.S.



DETAIL 2 ROAD CROSS SECTION
N.T.S.

NOTES

- CONCRETE SHALL NOT BE PLACED WHEN A DESCENDING AIR TEMPERATURE IN THE SHADE AND AWAY FROM ARTIFICIAL HEAT FALLS BELOW 35°F. CONCRETE SHALL NOT BE POURED ON FROZEN GROUND. WHERE HIGH TEMPERATURES ARE LIKELY TO DESCEND BELOW 32°F, CONCRETE SHALL BE COVERED OR OTHERWISE PROTECTED AGAINST FREEZING. THE CITY ENGINEER MUST APPROVE THE METHOD BY WHICH THE CONCRETE IS COVERED OR PROTECTED. ADMIXTURES OTHER THAN CALCIUM CHLORIDE MAY BE ADDED UPON APPROVAL OF THE CITY ENGINEER.
- ALL STREET SURFACING SHALL COMPLY WITH THE APWA STANDARD SPECIFICATIONS, UNLESS NOTED OTHERWISE IN THIS SECTION. PRIOR TO PLACING ASPHALT SURFACES, TEMPERATURES SHALL BE A MINIMUM OF 50 DEGREES FAHRENHEIT AND RISING, AND BE EXPECTED TO MAINTAIN A TEMPERATURE OF GREATER THAN 50 DEGREES FOR A LENGTH SUFFICIENT TO COMPLETE A REASONABLE QUANTITY OF IN NO INSTANCE WILL ASPHALT BE ALLOWED TO BE PLACED IN TEMPERATURES LESS THAN 47 DEGREES. NO ASPHALT MAY BE PLACED ON FROZEN GROUND, OR WHEN OVERNIGHT TEMPERATURES OF LESS THAN 42 DEGREES ARE EXPECTED.
- AGGREGATE SIZE TO REQUIRE A MINIMUM THREE QUARTER INCH (3/4) MIX DESIGN.
- CONCRETE TO BE DESIGNED TO 5000 PSI BREAKING STRENGTH
- CONCRETE TO INCLUDE WIRE MESH AT BOTTOM OF LAYER ABOVE THE COARSE FILL.
- ENGINEERED FILL (TYPE A1 OR A2 AS DEFINED BY AASHTO) SHALL BE REQUIRED BACKFILL FOR ALL TRENCHES IN THE CITY RIGHT-OFWAY OR PUBLIC UTILITY EASEMENTS CONTAINING CITY OWNED AND MAINTAINED UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING GRADATION REPORTS SHOWING PROPER GRADATION TO MEET A1 OR A2 CLASSIFICATION.
- SUB GRADE PREPARATION, IN BOTH CUT AND FILL AREAS THE PAVING SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF EIGHT (8) INCHES AND COMPACTED TO THE EQUIVALENT OF NINETY-FIVE (95) PERCENT OF MAXIMUM DRY DENSITY AS MEASURED BY AASHTO T-180, METHOD C OR THE MODIFIED PROCTOR TEST ASTM D-1557. NO ROCKS LARGER THAN TWO (2) INCHES IN DIAMETER, ORGANIC MATERIAL, SOFT CLAY, SPONGY MATERIAL OR OTHER DELETERIOUS MATERIAL WILL BE PERMITTED IN THIS SCARIFIED SUBGRADE LAYER. ROUGH SUBGRADES SHALL BE SHAPED AND GRADED TO WITHIN A TOLERANCE OF 0.15 FEET OF DESIGN GRADE AND DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. THE DEVELOPER SHALL PROVIDE TO THE CITY ENGINEER OR HIS/HER DESIGNEE THE RESULTS OF A SUB-SURFACE INVESTIGATION PERFORMED BY THE DEVELOPER'S ENGINEER AND THE RECOMMENDATION AS TO WHETHER EXISTING MATERIAL IS ADEQUATE FOR ROAD CONSTRUCTION. DURING THE ROLLING OPERATION, MOISTURE CONTENT OF THE SUBGRADE LAYER SHALL BE MAINTAINED AT NO LESS THAN NINETY-SEVEN (97) OR MORE THAN 105% OF OPTIMUM MOISTURE CONTENT. ROLLING SHALL BE CONTINUED UNTIL THE ENTIRE ROAD BED (TO ONE FOOT BACK OF CURB) IS COMPACTED TO THE SPECIFIED DENSITY TO A MINIMUM DEPTH OF EIGHT (8) INCHES.
- ALL SITE WORK SHALL CONFORM TO EAGLE MOUNTAIN CITY CONSTRUCTION AND DESIGN STANDARDS.

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PREPARED FOR:



SITE NAME:

MEADOW RANCH

SITE NUMBER:

15705693

SITE ADDRESS:

9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE/LONGITUDE:

40.384563°, -111.967931°

SEAL:



REV	DATE	DETAILS
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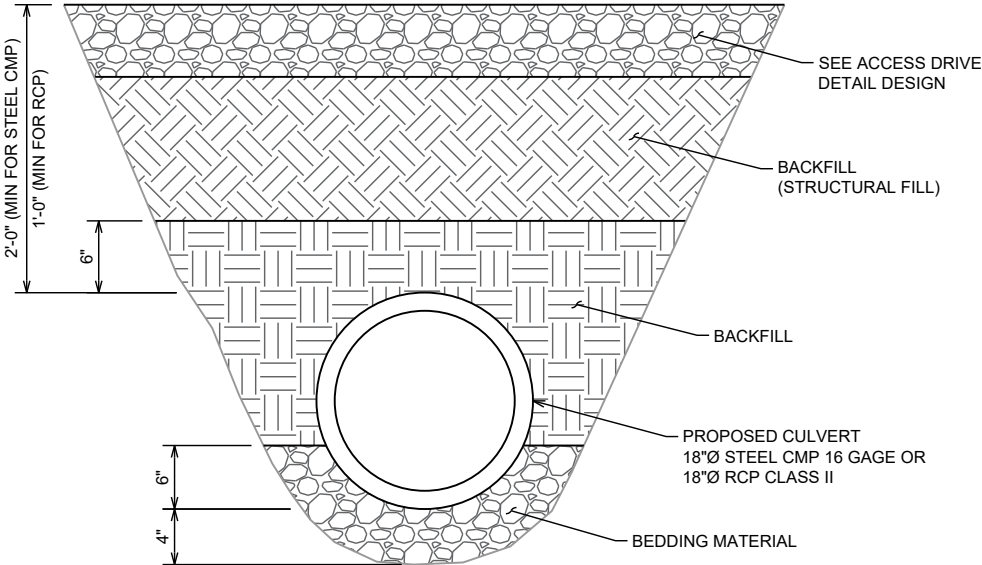
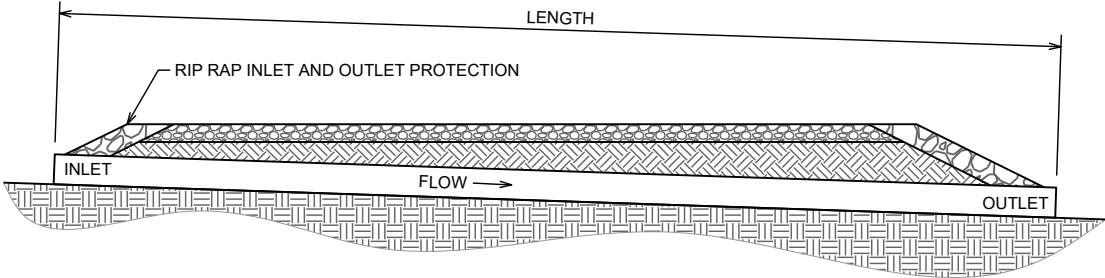
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ROAD DESIGN

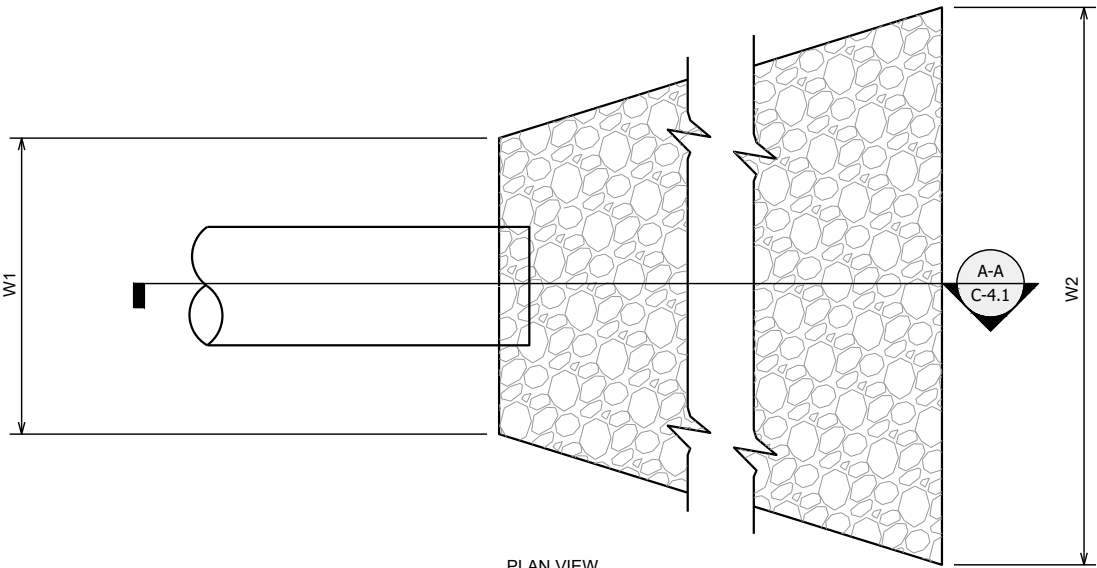
SHEET # **C-3.1** CURRENT REV #: 0
ETS #: 22112852

CULVERT NOTES

1. CULVERT TO BE INSTALLED WITH A MINIMUM GRADE NO LESS THAN 3%.
2. APPROVED/SUITABLE NATIVE MATERIAL TO BE USED AS BACKFILL (AS DIRECTED) COMPACTED TO 95% IN 6" LIFTS
3. RIP RAP TO BE INSTALL AROUND CULVERTS PROVIDING BANK/SLOPE STABILIZATION AT INLET AND OUTLET
4. ACCESS ROAD MUST MAINTAIN MINIMUM DESIGN REQUIREMENTS AS STATED IN CD'S DATED
5. COUPLER TO BE USED FOR SPLICING CULVERT PIPES TOGETHER PER MANUFACTURER SPECIFICATIONS.
6. PIPE SHOULD BE INSTALLED SO THAT BOTTOM OF THE INLET IS AT GRADE/TOP OF DISSIPATION PAD
7. OUTLET SHOULD BE INSTALLED AT GRADE/TOP OF DISSIPATION PAD.



RIP-RAP APRON
N.T.S.



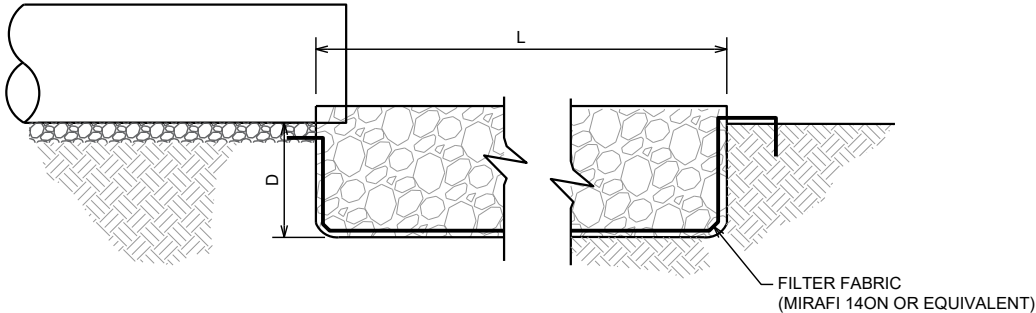
DISSIPATER PAD DETAIL
N.T.S.

CULVERT DETAIL
N.T.S.

RIP-RAP APRON DIMENSIONS						
DISSIPATER PAD #	PIPE DIA.	W1	W2	L	D	RIP-RAP
1 (INLET)	18"	4'-6"	4'-6"	6'-0"	1'-0"	CLASS II
2 (OUTLET)		4'-6"	7'-0"	8'-0"	1'-6"	

NOTES

1. L = LENGTH OF THE RIPRAP APRON.
2. D = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6" (INCHES).
3. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.
4. EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION 6" ABOVE THE TOP OF PIPE.



DISSIPATER PAD SECTION A-A
N.T.S.

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SITE NAME:

MEADOW RANCH

SITE NUMBER:

15705693

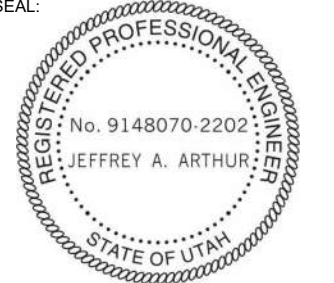
SITE ADDRESS:

9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE/LONGITUDE:

40.384563°, -111.967931°

SEAL:



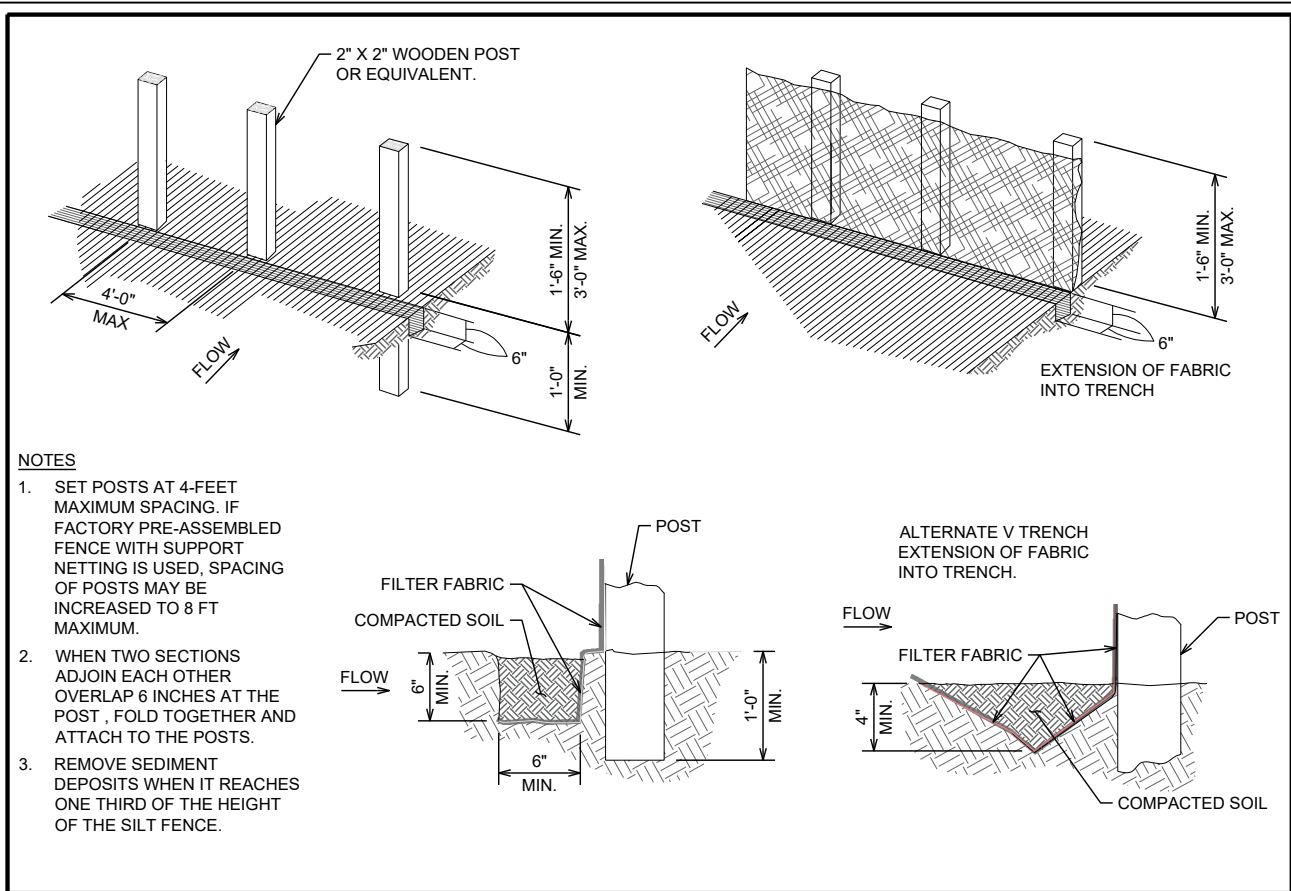
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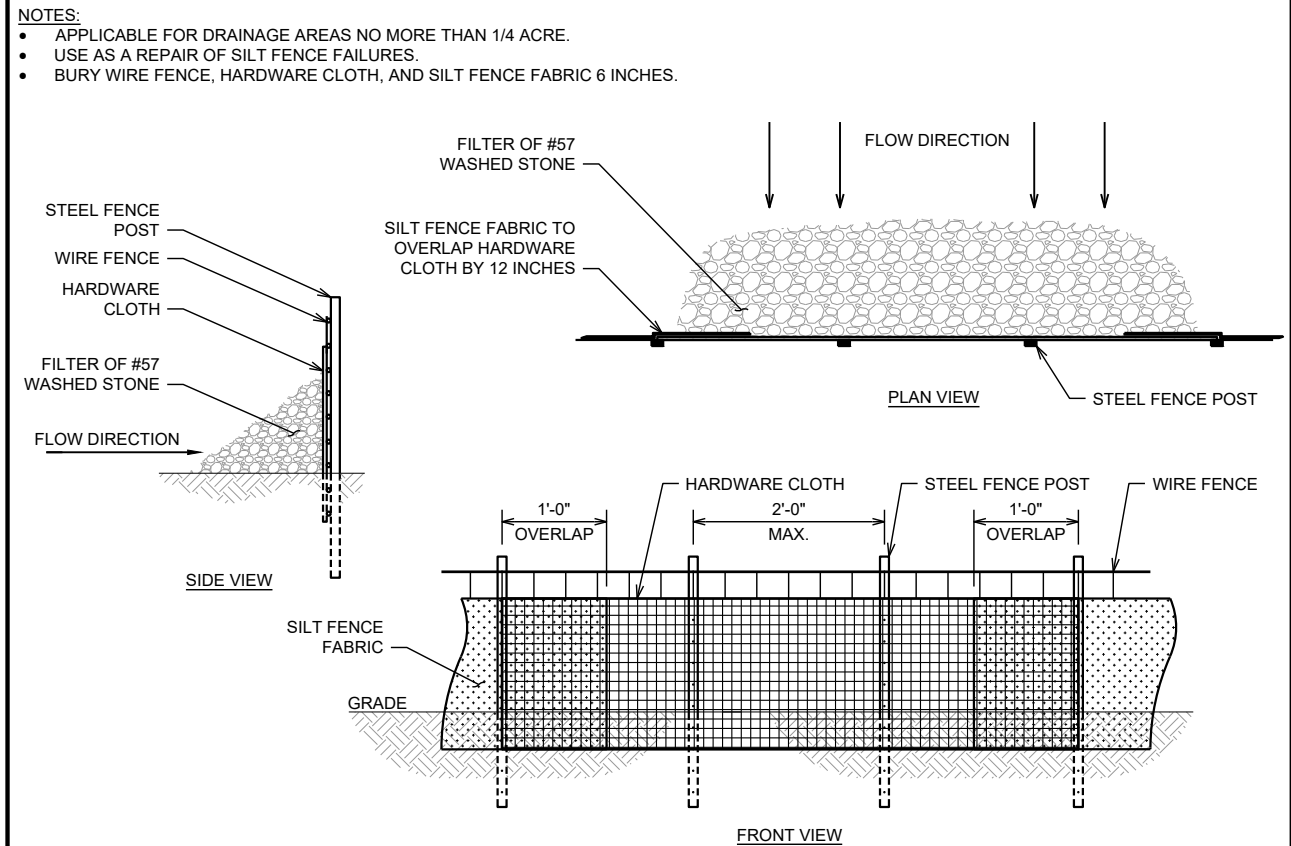
SHEET TITLE:

**STORM WATER
MANAGEMENT I**

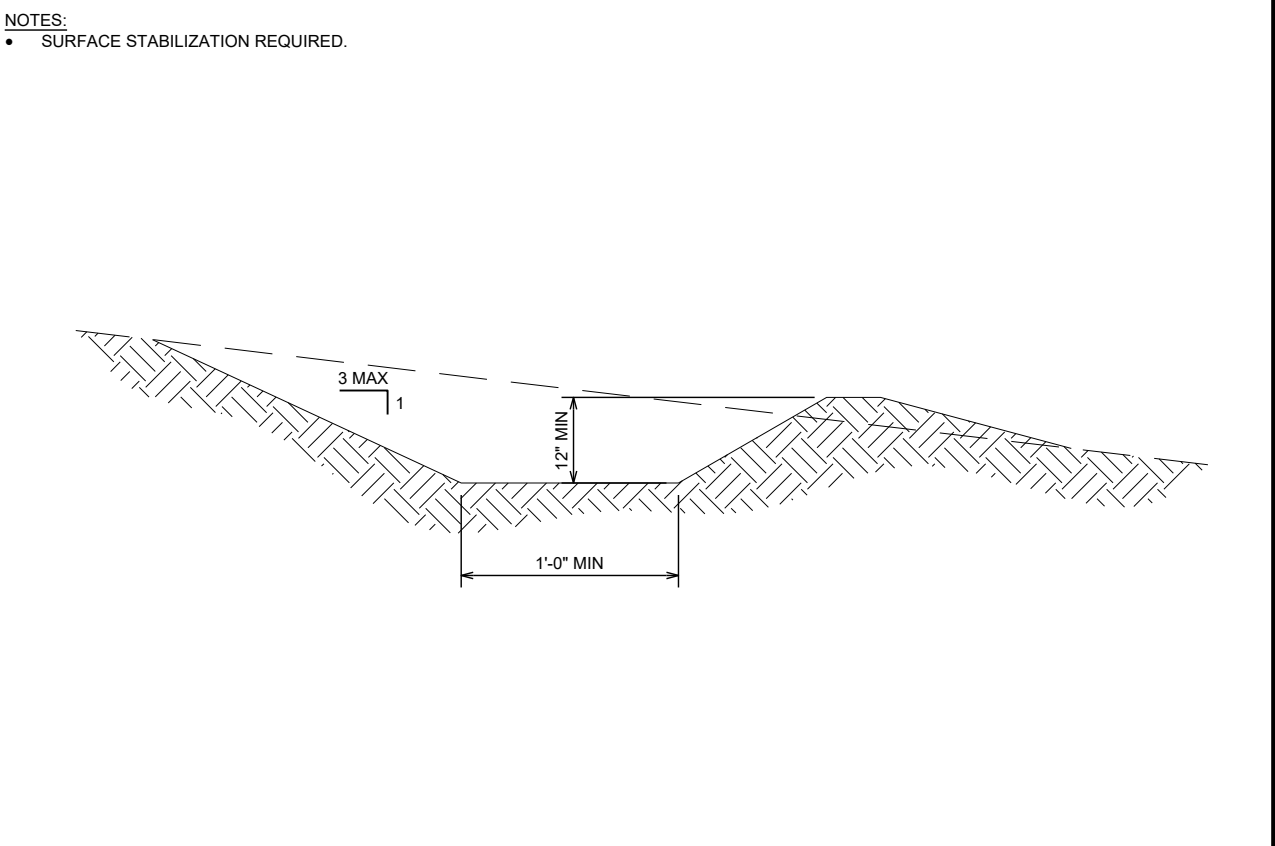
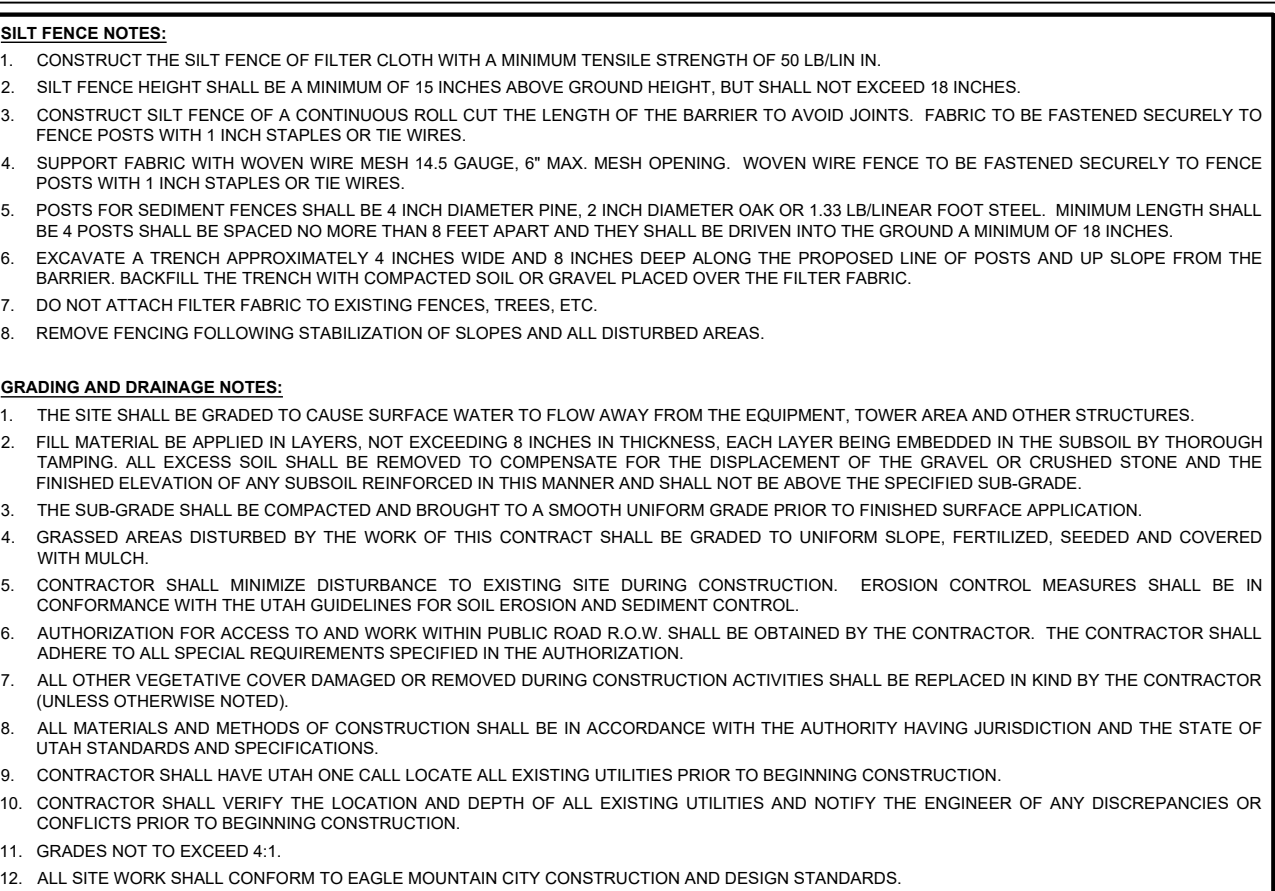
SHEET # **C-4.1** CURRENT REV #: 0
ETS #: 22112852



SILT FENCE DETAIL
N.T.S.



TEMPORARY SILT FENCE OUTLET
N.T.S.



SWALE DETAIL
N.T.S.

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ENGINEERED TOWER SOLUTIONS

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PREPARED FOR:

PRIMECORE TECHNOLOGIES

SITE NAME:

MEADOW RANCH

SITE NUMBER:

15705693

SITE ADDRESS:

9469 N. Mt Airey Drive
Eagle Mountain, UT 84005

LATITUDE/LONGITUDE:

40.384563°, -111.967931°

SEAL:

REGISTERED PROFESSIONAL ENGINEER

No. 9148070-2202

JEFFREY A. ARTHUR

STATE OF UTAH

11/18/22

REV	DATE	DETAILS
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SHEET TITLE:

STORM WATER MANAGEMENT II

SHEET # **C-4.2** CURRENT REV #: 0
ETS #: 22112852

PROJECT DESCRIPTION

PHOTO SIMULATION

SHEET INDEX		
SHEET #	DESCRIPTION	REV #
T-1	SITE LOCATION	A
V-1	V-1 EXISTING POLE LOOKING SOUTHEAST	A
V-2	V-1 PROPOSED POLE LOOKING SOUTHEAST	A
V-3	V-2 EXISTING POLE LOOKING EAST	A
V-4	V-2 PROPOSED POLE LOOKING EAST	A
V-5	V-3 EXISTING POLE LOOKING SOUTHWEST	A
V-6	V-3 PROPOSED POLE LOOKING SOUTHWEST	A



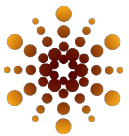
AT&T

SITE ID:
UTL04090
SITE NAME:
MEADOW RANCH

 **AT&T**

1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201



 **Trylon**

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

PROJECT INFORMATION

SITE ID
UTL04090

SITE NAME
MEADOW RANCH

LATITUDE
40.3846100°

LONGITUDE
-111.9677740°

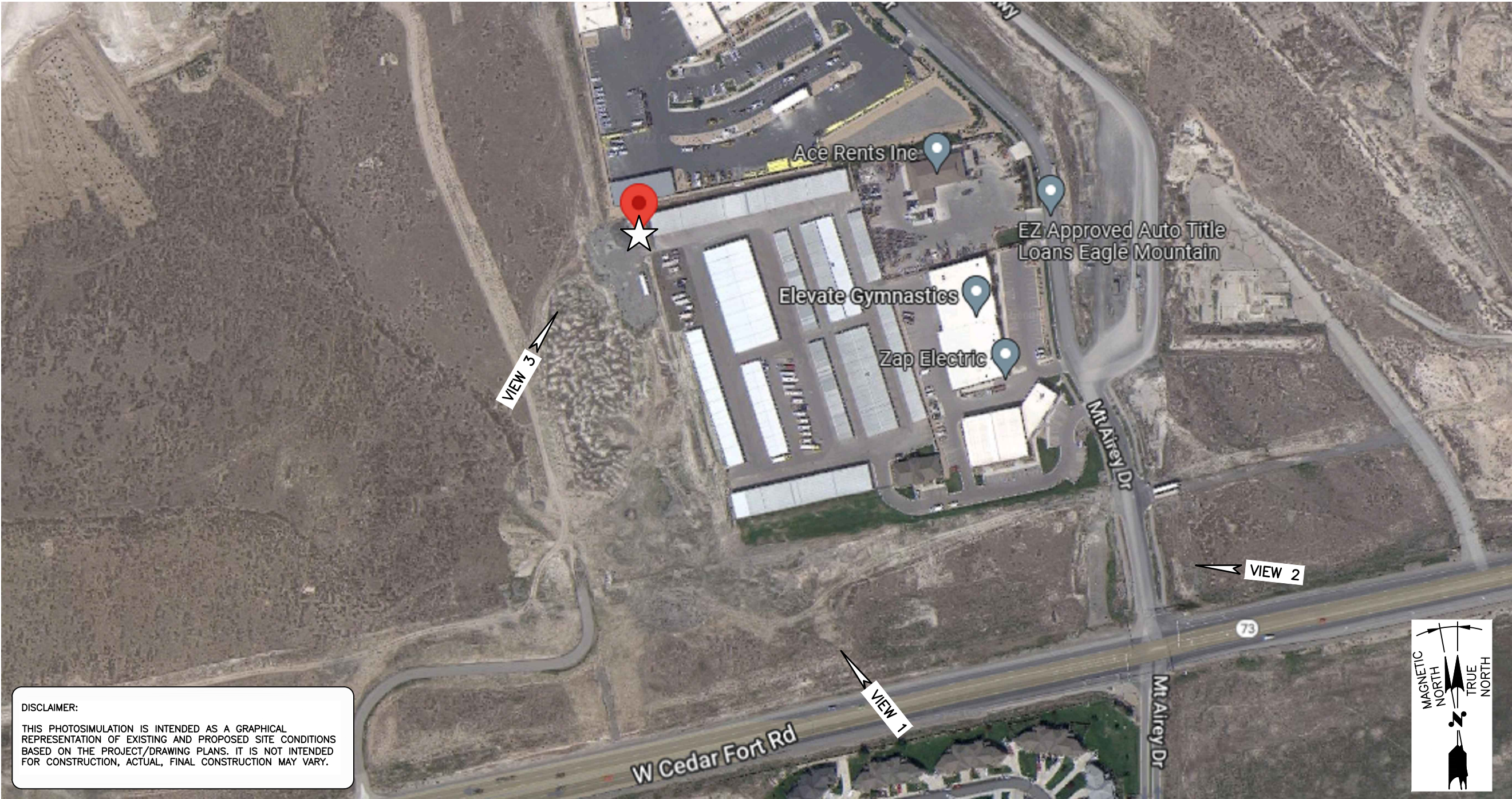
SITE ADDRESS
EAGLE MOUNTAIN STORAGE,
9469 MOUNT AIREY DR,
EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

SITE LOCATION

SHEET NO.

T-1





VIEW 1-EXISTING POLE Northwest
NTS



1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201



1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

PROJECT INFORMATION

SITE ID
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SITE ADDRESS
EAGLE MOUNTAIN STORAGE,
9469 MOUNT AIREY DR,
EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

V-1 EXISTING POLE LOOKING
SOUTHEAST

SHEET NO.

V-1

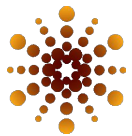
NOTE:
THE PROPOSED GROUND EQUIPMENTS
ARE FAR AWAY FROM THIS VIEW, HENCE
THEY ARE NOT VISIBLE.





AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201





Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

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SITE ADDRESS
EAGLE MOUNTAIN STORAGE,
9469 MOUNT AIREY DR,
EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

V-1 PROPOSED POLE LOOKING
SOUTHEAST

SHEET NO.

V-2

VIEW 1-PROPOSED POLE LOOKING Northwest
NTS

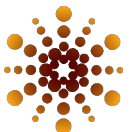




AT&T

1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201





Trylon

1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

PROJECT INFORMATION

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SITE NAME
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SITE ADDRESS
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9469 MOUNT AIREY DR,
EAGLE MOUNTAIN, UT 84005

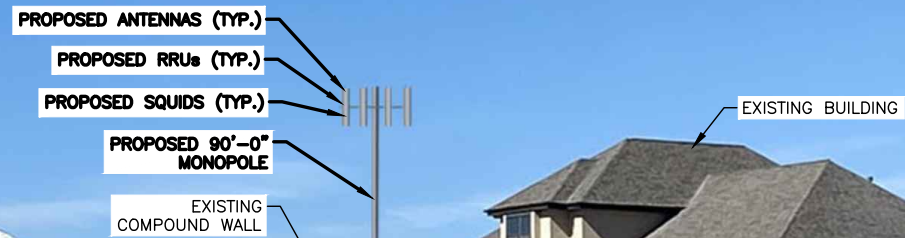
SHEET DESCRIPTION

V-2 EXISTING POLE LOOKING EAST

SHEET NO.

V-3

**THE PROPOSED GROUND EQUIPMENTS
ARE FAR AWAY FROM THIS VIEW, HENCE
THEY ARE NOT VISIBLE.**



SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

PROJECT INFORMATION

SITE ID
UTL04090

SITE NAME
MEADOW RANCH

LATITUDE
40.3846100°

LONGITUDE
-111.9677740°

SITE ADDRESS
EAGLE MOUNTAIN STORAGE,
9469 MOUNT AIREY DR,
EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION
V-2 PROPOSED POLE LOOKING EAST

SHEET NO.
V-4



SUBMITTALS			
REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

PROJECT INFORMATION
<u>SITE ID</u> UTL04090 <u>SITE NAME</u> MEADOW RANCH <u>LATITUDE</u> 40.3846100° <u>LONGITUDE</u> -111.9677740° <u>SITE ADDRESS</u> EAGLE MOUNTAIN STORAGE, 9469 MOUNT AIREY DR, EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION
V-3 EXISTING POLE LOOKING SOUTHWEST

SHEET NO.
V-5

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	03/02/22	ISSUED FOR REVIEW	SUD

PROJECT INFORMATION

SITE ID
UTL04090

SITE NAME
MEADOW RANCH

LATITUDE
40.3846100°

LONGITUDE
-111.9677740°

SITE ADDRESS
EAGLE MOUNTAIN STORAGE,
9469 MOUNT AIREY DR,
EAGLE MOUNTAIN, UT 84005

SHEET DESCRIPTION

V-3 PROPOSED POLE LOOKING
SOUTHWEST

SHEET NO.

V-6



1

V-6

VIEW 3-PROPOSED POLE LOOKING Northeast

NTS



On Behalf of AT&T

AT&T Project Name: Meadow Ranch
AT&T Project Number: UTL04090

Tyler Laros
Wireless Development Specialist
1997 Annapolis Exchange Pkwy
Suite 200
Annapolis, MD 21401
858-692-1651 (C)
tyler.laros@smartlinkgroup.com

Eagle Mountain City
Application for Site Permit for a WCF
Project Information, Justification, Alternative Site Analysis

AT&T Mobility (AT&T) is requesting approval of a wireless communications facility (WCF) application for the construction and operation of an unmanned WCF, also referred to as a cell site, and presents the following project information for your consideration:

Project Location

Address: Adjacent to 9469 Mount Airey Dr, Eagle Mountain, UT 84005
APN: 58-033-0386, 58-033-0384, 40-481-0100
Zoning: Industrial – Eagle Mountain Storage

Project Representative

Tyler Laros
Smartlink Group
1997 Annapolis Exchange Pkwy, Suite 200
Annapolis, MD 21401
858.692.1651 (C)
tyler.laros@smartlinkgroup.com

AT&T Contact

Jan Robinette, Project Manager
7670 S. Chester St.
Centennial, CO 80112
jr102n@att.com
801.201.4173

Project Description

AT&T proposes to install a monopole wireless cell site inclusive of ancillary equipment located near 9469 Mount Airey Dr within an equipment enclosure. Scope of work: AT&T proposes to construct, operate, and maintain an unmanned wireless communications facility (WCF). The facility will consist of the following: install (p) 90' high Monopole, install 9 (p) Panel Antennas (3 per sector), install 36 (p) LTE RRUs at antenna level (12 per sector), install 4 (p) DC-9 surge suppressors (SQUID), install 1 (p) GPS Antenna, install 1 (p) DC power plant, install 2 (p) FIF racks, install 3 (p) DC-12 (RAYCAP) units, install 1 (p) generator, install (p) utility cabinet, install (p) telco board, with a total lease area of 2,500 square feet. AT&T will work with the City and the community to install this facility as disguised and least obtrusive as possible and that will improve communications services for the residents and visitors in the area of Eagle Mountain City.

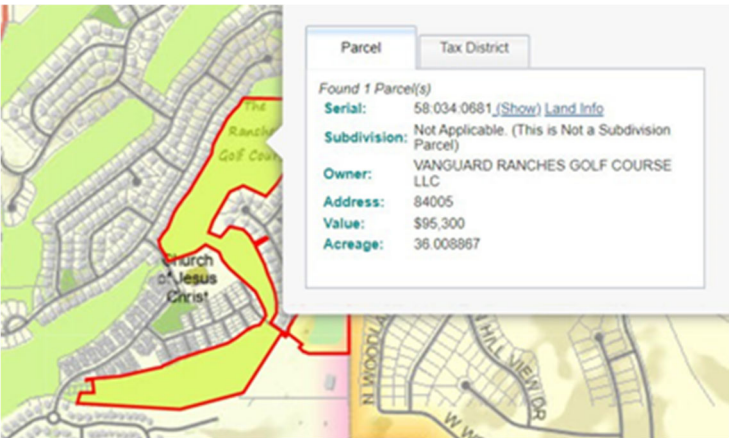
Search Ring



Alternative Site Analysis

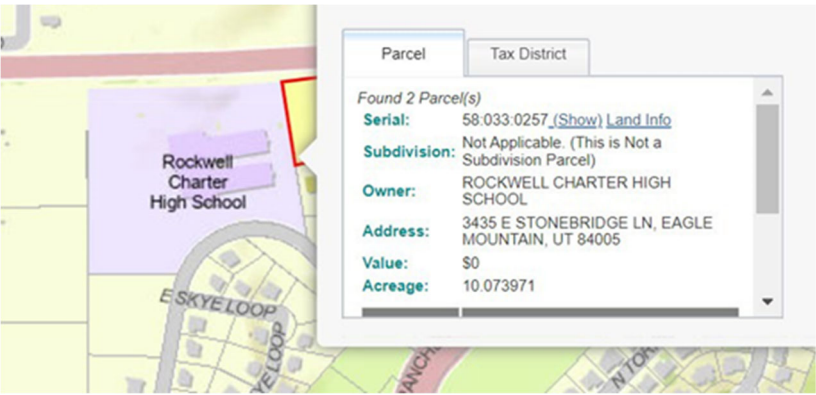
Candidate 1
APN 58:034:0681 - Ranches Golf Course – behind 4061 E BARTON CREEK CIR

This was our primary candidate. American Tower Company operates a WCF at the golf course and Additional Land would be needed to suffice another carrier. After several conversations and design options with the property owner, they eventually backed out due to possible concerns of effects on the property for future development.



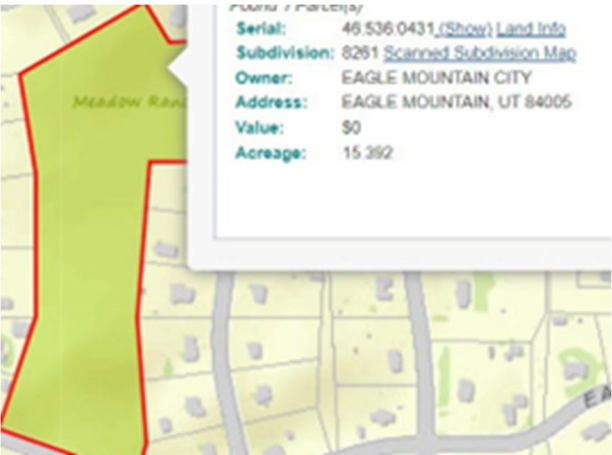
Candidate 2
APN 58:033:0257 - Rockwell Charter HS – behind 3435 E STONEBRIDGE LN

This was our secondary candidate. A stealth structure would be required by the City and public opposition would be expected. Although possible to achieve the correct target height, the location cannot serve the required target areas. After multiple analyses of the area, the coverage objectives could not be met for SR-73, disqualifying the location. AT&T RF Engineering did not approve this candidate.



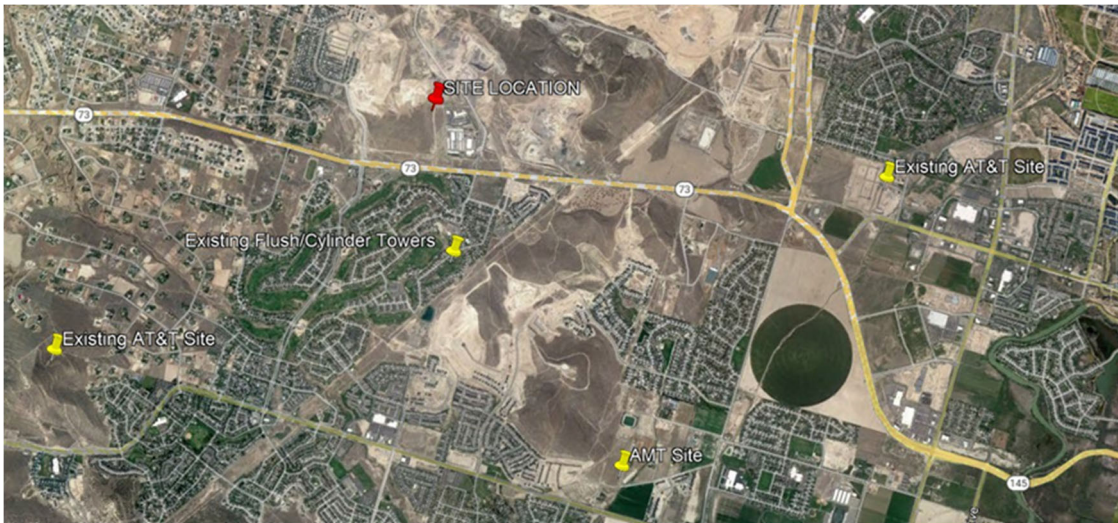
Candidate 3
APN 66:500:0132 & 46:536:0431 - Spring Run Park and Meadow Ranch Park

These were our tertiary candidates. These parcels are community parks, and a build location would be difficult to address with the City. A stealth structure would be required, and public opposition would be expected. It would be difficult to achieve the height necessary to serve the required target areas.



Candidate 3 – additional views

APN 66:500:0132 & 46:536:0431 - Spring Run Park and Meadow Ranch Park



Alternative Site Analysis

Without proper parcel space available and a willing landlord to suit a Lease Agreement, the Golf Course candidate and its current infrastructure will not work for AT&T's network service requirements. Given the increasing density and need for bandwidth in this fast-growing area, AT&T was unable to find a more suitable location.

Project Objectives

The current network surrounding the proposed location does not meet AT&T's performance goals or user expectations. Increasing service in the area requires the development of a new WCF that can house multiple antennas and can serve users with a clear view to much of the surrounding area.

To provide consistently reliable service, the WCF requires a clear view (line of sight) to the roads, offices, buildings, and homes where users live and work. In addition, service must reach all practical user locations, both indoor and outdoor. A tower height that is generally higher than much of the surrounding tree and building clutter increases indoor service. This effect is due to the avoidance of obstacles that a wireless signal must pass through to connect a user.

The network in the area currently provides FirstNet services, and the proposed telecommunications facility is also planned for FirstNet services deployment.

FirstNet is the only nationwide wireless broadband communications platform dedicated to America's first responders and public safety community. This reliable, highly-secure communications platform brings reliability to public safety agencies and first responders – helping them make faster and better decisions to keep themselves and the public safe.

Safety Risks

The current network surrounding the proposed facility is not currently meeting AT&T's performance goals or user expectations, and its performance will only decrease as time goes on unless the network's capabilities are expanded. If the network is not improved, it could reach a point of non-functionality in the future.

Due to the ubiquity of cell phone use, unreliable networks pose a safety risk. The overall reduction in conventional landline voice service has resulted in the trend toward emergency calls made on wireless devices. If the network is severely degraded, it can be difficult or impossible for a user to make a call in the case of an emergency, which poses severe safety risks.

AT&T proposes to improve the network capability in this area of Eagle Mountain City for both current and future use. The proposed site adjacent to 9469 Mount Airey Dr, Eagle Mountain, UT is designed to provide effective network service to the surrounding growing areas. The topography of the proposed location allows a clear view to much of the surrounding area, and its location places it among population and demand it is intended to serve. The proposed site will greatly improve AT&T's network performance and corresponding user experience in the area.

Findings/Burden of Proof

The site for the proposed use is adequate in size and shape.

AT&T is proposing a site design for this project which includes wireless communication antennas attached to a paint-to-match monopole and in accordance with the Eagle Mountain City Code and Ordinances. All radio equipment and antennas are to be disguised and screened from public view. The requested height of the antenna design is the minimum height capable to serve the required target areas as well as not interfere with the existing network. AT&T uses the most advanced technology to design the equipment shelter so as to blend the architecture with the surrounding community and landscaping, thereby minimizing the visual impact of the site.

The proposed location has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use.

The proposed project is near SR-73 and N Mount Airey Drive in Eagle Mountain at an Eagle Mountain Storage with vacant land and ample space away from route view, which provides a qualified location to serve the required target areas. There are adequate access methods using the driveways, access and maintenance routes, and public right of way. All the roadways and access ways to the facility are in compliance with local, state and federal regulations concerning width and pavement.

The proposed use will not have an adverse effect upon adjacent or abutting properties.

The project is proposed within Industrial zoning and will not have an adverse effect upon adjacent or abutting properties as it is a stealth design that will naturally not be seen on the subject property and the surrounding community. The project will provide a public benefit of better wireless telecommunications and data services to the surrounding neighborhoods and community.

The proposed use is deemed essential and desirable to the public convenience or welfare.

The new wireless communications facility will allow future collocation. As the community expands, the demand for wireless services increases from the residents and visitors of Eagle Mountain in Utah County.

Wireless communications are vastly used in this area, and the need for this site was established entirely from increased usage of AT&T services in the vicinity of the requested project, including the nearby schools.

GENERAL INFORMATION

Site Selection

Customer demand drives the need for new cell sites. Data relating to incomplete and dropped calls is gathered, drive-tests are conducted, and scientific modeling using sophisticated software is evaluated. Once the area requiring a new site is identified, a target ring on a map is provided to a real estate professional to begin a search for a suitable location.

During an initial reconnaissance, properties selected for evaluation for installation of a cell site must be located in the general vicinity of the ring, possess an appropriate zoning designation, and contain adequate space to accommodate an antenna structure and supporting radio equipment. The size of this space will vary depending on the objective of the site. The owners of each prospective location are notified to assess their interest in partnering with AT&T.

Four key elements are considered in the selection process:

- **Leasing:** The property must have an owner who is willing to enter into a long-term lease agreement under very specific terms and conditions.
- **Zoning:** It must be suitably zoned in accordance with local land-use codes to allow for a successful permitting process.
- **Construction:** Construction constraints and costs must be reasonable from a business perspective, and the proposed project must be capable of being constructed in accordance with local building codes and safety standards.
- **RF/Network :** It must be strategically located to achieve the RF design requirements to serve the required target areas as well as not interfere with the existing network.

Benefits to the Community

People of all ages rely increasingly on their cell phones to talk, text, send media, and search the Internet for both personal and business reasons. Remote and hybrid work schedules drive more usage in the home, resulting in greater reliance on consistent quality service within residential neighborhoods. Increasing numbers of people use their cell phone as their primary communication method, retiring their legacy landline phones and do not sign up for landline service if they relocate.

The installation and operation of the proposed facility will offer improved:

- Communications for local, state, and federal emergency services providers (i.e., police, fire, paramedics, and other first-responders). Personal safety and security for community members in an emergency, or when there is an urgent need to reach family members or friends. Safety is the primary reason parents provide cell phones to their children.
- Capability of local businesses to better serve their customers.

- Opportunity for a city or county to attract businesses to their community for greater economic development.
- Enhanced 911 Services (E911) – The FCC mandates that all cell sites have location capability.

FCC Regulatory Compliance

The proposed AT&T wireless communication facility adjacent to 9469 Mount Airey Dr, Eagle Mountain, UT 84005 will comply with all Federal Communications Commission (“FCC”) Radio Frequency (“RF”) emission and exposure rules. AT&T also regularly audits and monitors their facilities to ensure continued compliance.

The FCC rules set the maximum permissible exposure allowable from RF transmissions for the general population. The FCC has determined that a person may be exposed to RF emissions below those exposure limits with no harmful effects. The FCC’s OET Bulletin 65 (Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields) provides guidance in determining RF exposure levels.

Additionally, the FCC has written OET Bulletin 56 (Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields), an excellent document on RF safety which can be downloaded from <http://www.fcc.gov/encyclopedia/radio-frequency-safety>

The proposed AT&T wireless communication facility adjacent to 9469 Mount Airey Dr, Eagle Mountain, UT 84005 will be designed, sited and operated in accordance with current Federal Communications Commission (“FCC”) regulations addressing Radio Frequency (“RF”) interference.

The AT&T wireless telecommunication facility will comply at all times with current FCC regulations prohibiting localized interference with reception of television and radio broadcasts.

The AT&T wireless telecommunication facility will not interfere with any public safety frequencies.

AT&T base station radios meet or exceed FCC regulations.

The enclosed application is presented for your consideration. AT&T requests a favorable determination and approval of this Conditional Use Permit to build the proposed facility. Please contact me at 858- 692-1651 or Tyler.Laros@smartlinkgroup.com for any questions or requests for additional information.

Respectfully submitted,

Tyler Laros, Smartlink, LLC Authorized Agent for AT&T



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Declaring Surplus Property.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Jeff Weber, Public Works

PRESENTED BY:

Jeff Weber

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, declaring surplus property.

BACKGROUND:

The list of fleet vehicles recommended for surplus are from the FY 2022-2023 replacement program.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Surplus Property - Fleet Vehicles](#)

[EXHIBIT--Surplus Property](#)

RESOLUTION NO. R- - 2023

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
DECLARING SURPLUS PROPERTY
(FLEET VEHICLES)**

WHEREAS, Section 3.25.010 of the Eagle Mountain Municipal Code describes the requirement for disposal of surplus property; and

WHEREAS, in accordance with the Eagle Mountain Municipal Code, it has been determined by the City Administrator that the vehicles described in Exhibit A are surplus and no longer needed by any City departments; and

WHEREAS, Eagle Mountain City desires to dispose of the vehicles.

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

1. The vehicles more specifically described in Exhibit A are hereby declared surplus property.
2. The value of the vehicles may be determined by one or more of the following methods to determine the highest and best economic return to the City:
 - a. Advertised competitive bid;
 - b. Evaluation by a qualified and disinterested appraiser;
 - c. Other professional publication and valuation service; or
 - d. An informal market survey by the City Administrator or designee.
3. Any monetary proceeds from the sale will be credited to the General Fund.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of May, 2023.

EAGLE MOUNTAIN CITY

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 16th day of May, 2023.

Those voting yes:

Those voting no:

Those excused:

Those abstaining:

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Donna Burnham

☐ Colby Curtis

☐ Colby Curtis

☐ Colby Curtis

☐ Colby Curtis

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Jared Gray

☐ Carolyn Love

☐ Carolyn Love

☐ Carolyn Love

☐ Carolyn Love

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

Vehicle Number	Department	Year	Make	Model	Mileage	Year to be Surplused
56	Streets	2008	International	7400	90,222	FY2023
75	Water	2014	Chevrolet	2500HD	126,678	FY2023
77	Water	2014	Chevrolet	3500HD	123,828	FY2023
84	Water	2015	Chevrolet	K3500	122,845	FY2023
91	Planning	2015	Ford	Focus	16,606	FY2023
92	Engineering	2015	Ford	F-150	53,939	FY2023
95	Streets	2017	Ford	F-150	61,516	FY2023
96	Building	2017	Ford	F-150	46,279	FY2023
97	Building	2017	Ford	F-150	54,981	FY2023



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon Master Development Plan, Now Known as Firefly.		
ITEM TYPE:	Amended Master Development Plan & Amended Master Development Agreement		
FISCAL IMPACT:			
APPLICANT:	Oquirrh Wood Ranch et al & DAI as developer(s) -- with Nate Shipp, David Vitek & Heather Upshaw representing		
GENERAL PLAN DESIGNATION Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial	CURRENT ZONE Residential per adopted 2010 Master Development Agreement	ACREAGE 2,781.99 (640 to sq. mile)	COMMUNITY Firefly (formerly "Pole Canyon")

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Planning Manager

RECOMMENDATION:

Unless deliberations suggest otherwise, Staff recommends that the City Council consider [again] tabling the proposed applications to facilitate further finalizing work being done on major, outstanding ARMDA and Community Plan issues/topics.

BACKGROUND:

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

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

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

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

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

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

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

the applications be approved with conditions as noted in the Planning Commission Action/Recommendation section hereafter. Refinement to plans and developer's presentation have since ensued. The attached plans and ARMDA version as provided to Staff on May 9th are the most current available from the Applicant/developer(s) team. The Council has reviewed the matter more than once in varying manners, the most recent hearing having occurred on April 18th whereat the matter was tabled facilitating further refinements to the project proposal.

ITEMS FOR CONSIDERATION:

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

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

1. The Applicant already has an existing Development Agreement vested on, or against, the property; and,
2. The property's zoning of "Residential" [no longer "on the books"] will still be assigned to the land even if the Master Development Plan and Agreement Amendment requests are approved. Incidentally, Staff has (as time permits) started procuring examples of planned [unit] development standards that are used when reviewing non-traditional, "cookie cutter" type plan layouts with their, often desired, zoning exception treatments; and,
3. The project contemplates 154.40 acres of commercial land and 494.84 acres of industrial ground. Regarding residential use of the property, the Applicant is entitled to 9,659 residential dwelling units on, or within, the 2,764.51-acre property and is proposing the same be positioned in 13 planning areas yielding a spread average of 3.47 du/a (dwelling units per acre); and,
4. The proposed, Amended Development Agreement acknowledges vested residential density, recognizes that it is a theoretical cap but also precludes losing density via any ordinance or other action implemented, or taken, by the City (e.g., a code change) following the date of its passage; and,

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

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

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

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

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

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

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

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

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

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

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

"Three initially planned parks or amenity areas have a wide range of activities programmed." Examples suggested by the Applicant include: A tournament style multi-sports field, pickleball and basketball courts, a park with skateboard and pump track, traditional playgrounds, climbing walls, NICA high school/mountain bike course, downhill mountain bike facility, amphitheater(s), roadway underpass (SR-73) for safe walking between parks, indoor/outdoor playground with amusement park style play areas (HOA maintained), large-scale splash pad for Firefly residents, hiking trails, mountain bike trails, equestrian trails, community campground open to Firefly and Eagle Mountain City residents (HOA managed), agricultural and equestrian "area" and a 4H/FFA/high school rodeo practice area.

9. If the Amendment package is approved, future subdivision development will be reviewed via the normal City process -- versus a former proposal by the Applicant to use the amended platting process that is included as a part of the Community Plan and was the subject of an Exhibit E to the ARMDA now removed; and,

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

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

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

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

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

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

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

17. The Applicants' legal counsel has been continually working with the City's attorney in reviewing the ARMDA in detail and making changes. Both a clean and redlined copy of the ARMDA are hereto attached for Council perusal. Issues for future Mayor and Council

consideration outside of zoning matters will include topics related to project utility provision, tax increment financing, and, creation of a public improvement district (PID) proposed by the developers.

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

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

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

20. Utility and emergency services are, or expectedly may be made, available to the project. Paragraph 9.10.3 of the proposed ARMDA notes that, "The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses.)...". Further language addresses payment of impact fees. Utility service provision [infrastructure] plans are provided by the Applicant(s) in separate exhibits to the ARMDA. Robust discussion during the Council's May 2nd meeting regarding

[negotiated] provision of 3,000 acre-feet of water to the proposed project suggests that additional discussion regarding that particular needs to happen as part and party to conversation about Firefly's development.

21. A few "Questions and Answers":

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

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

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

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

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

A: The MDA is silent on what types and number of units make up the

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

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

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

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

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

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

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

Q: Is a Public Improvement District (PID) an agreeable financing

instrument for use with the Project.

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

Performance standards ensuring public facilities

Fire Station:

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

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

Rodeo Grounds:

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

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

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

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

BSA Land:

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

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

Ensuring Improvements are Dedicated and Installed in a Timely Fashion:

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

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

REQUIRED FINDINGS:

The approval criteria for Master Development Plans are stated in EMMC 16.10.070. The approval criteria for Master Development Agreements are in EMMC 16.10.080. Although it is to be replaced in its entirety, the [originally] approved Pole Canyon Master Development Agreement and associated Amendments should also be consulted and considered when reviewing this application. Master

Development Plan and [Master] Development Agreement
Amendment requests require legislative-based decisioning on the part
of Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

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

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

ATTACHMENTS:

[ORD--Pole Canyon MDP Amendment #1 \(Firefly\)](#)
[EXHIBIT--Firefly Land Use Master Plan](#)
[Pole Canyon vs Firefly](#)
[Amended and Restated MDA - Clean Copy](#)
[Amended and Restated MDA - Redlines](#)
[Firefly Community Plan](#)
[Technical Guidelines](#)
[Phase 1 Parks A & C Plans](#)

ORDINANCE NO. O- -2023

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

PREAMBLE

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

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

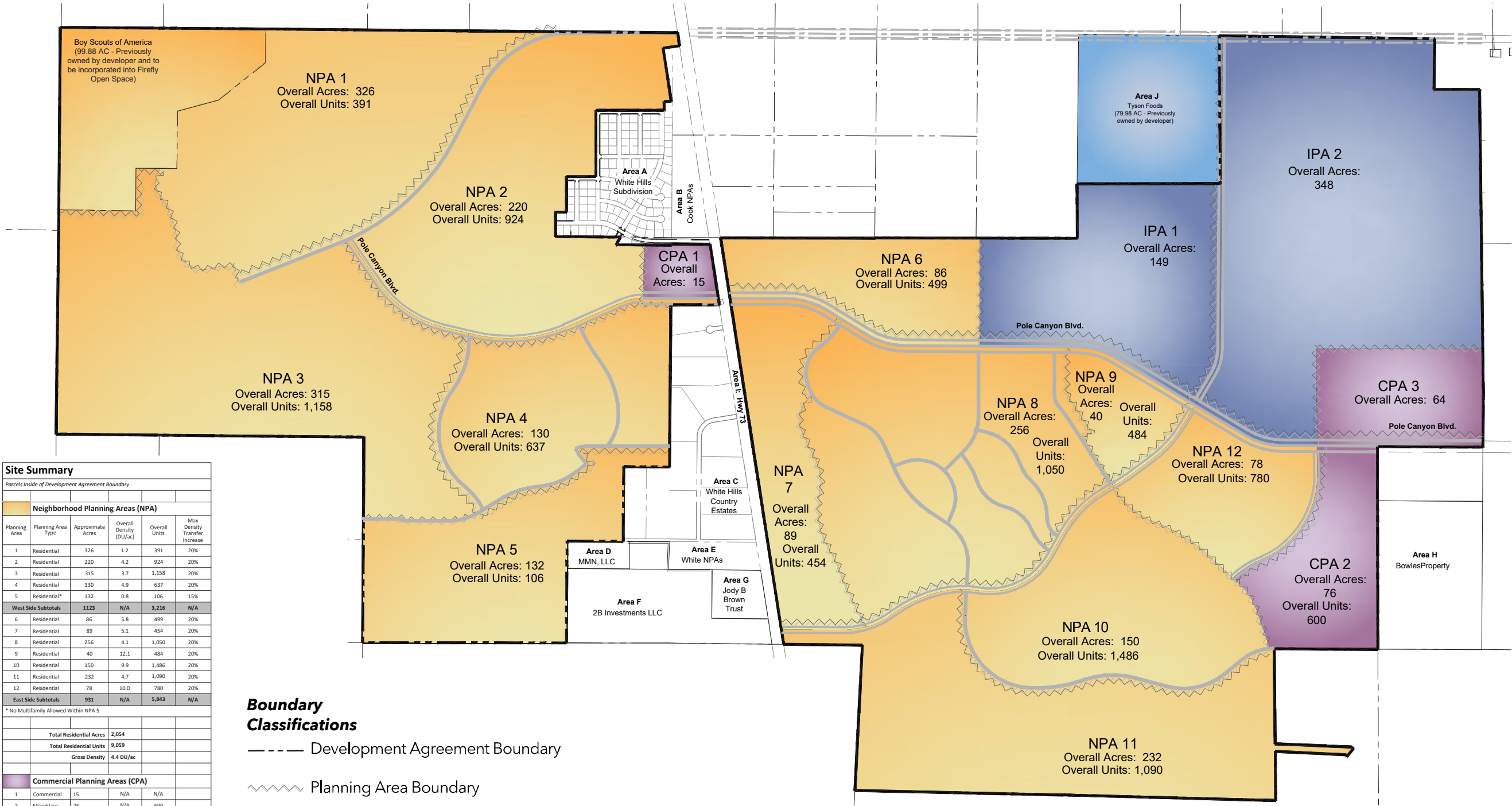
☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

LAND USE MASTER PLAN



Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	326	1.2	391	20%
2	Residential	220	4.2	924	20%
3	Residential	315	3.7	1,158	20%
4	Residential	130	4.9	637	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1123	N/A	3,216	N/A
6	Residential	86	5.8	499	20%
7	Residential	89	5.1	454	20%
8	Residential	256	4.1	1,050	20%
9	Residential	40	12.1	484	20%
10	Residential	150	9.9	1,486	20%
11	Residential	232	4.7	1,090	20%
12	Residential	78	10.0	780	20%
East Side Subtotals		931	N/A	5,843	N/A
* No Multifamily Allowed Within NPA 5					
Total Residential Acres			2,054		
Total Residential Units			9,059		
Gross Density			4.4 DU/ac		
Commercial Planning Areas (CPA)					
1	Commercial	15	N/A	N/A	
2	Mixed Use	76	N/A	600	
3	Commercial	64	N/A	N/A	
Industrial Planning Areas (IPA)					
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
Total NPA Acres			2054		
Total CPA Acres			155		
Total IPA Acres			497		
Tyson Foods Acreage			80		
Total Dev. Agreement Acres			2786		
Total Residential Units			9,659		
Gross Density			3.47 DU/ac		

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

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



Firefly Community Plan

Summary of Changes as of April 4, 2023

Updating Land Use Master Plan – Page 2-01

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

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

- To align with updated Land Use Master Plan

Updated Community Park – Page 3-14

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

Updated Regional Park Map – Page 3-18

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

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

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

Added general dimensions to Entrance Gateway – Page 3-24

Added Data Center Use/Definition – Page 5-05

Firefly Community

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

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

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

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

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

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

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

26.2	Binding Effect	Short form notice to be recorded against the property, and to be binding, and to run with the land.	30 44	Binding Effect	Substantially similar to MDA (ARMDA missing short form notice of agreement)
26.3	Notices	Notices are deemed sent within three days of being sent by US Mail	21	Notices	Substantially similar to MDA
26.4	Headings	Headings are for convenience only	27	Headings	Substantially similar to MDA
26.5	Integration	This is the entire agreement between the parties.	42	Entire Agreement	Substantially similar to MDA
26.6	Severability	Any provision of the MDA that is unenforceable is severable from the remainder of the agreement and/or enforceable to the extent permitted by law.	33	Severability	Substantially similar to MDA
26.7	Waiver	A waiver not to be construed as a continuing waiver or consent of future breach	31	No Waiver	Substantially similar to MDA
26.8	Governing Law	Utah law applicable to the MDA	40	Applicable Law	Substantially similar to MDA
26.9	Costs of Enforcement	Enforcing party entitled to reasonable enforcement costs (including attorneys' fees)	26	Attorney's Fees	Substantially similar to MDA
26.10	Further Documentation	Parties will work together, in good faith, on future agreements that will help carry out the provisions of the MDA	32	Further Documentation	Substantially similar to MDA
26.11	Estoppel Certificate	City to deliver estoppel certificate to Developer upon 20 days' previous request	25	Estoppel Certificate	Substantially similar to MDA
26.12	No Joint Venture	No JV between City and Developer	28	No Third-Party Rights / No Joint Venture	Substantially similar to MDA
26.13	Mutual Drafting	The Parties participated mutually in the drafting of the Agreement and it shall not be construed for or against either party.	39	Mutual Drafting	Substantially similar to MDA
26.14	Authority	City and Developer acknowledge that they each have authority to enter into and execute the MDA	45	Authority	Substantially similar to MDA
-	-	-	2	Effect of ARMDA	MDA is novated and superseded by the ARMDA
-	-	-	4.4	Master Developers' Discretion	Master Developer has discretion to develop the project and which parts/phases to construct (if any)
			4.5.1	Approval Required Before Development	Master Developer must obtain City approval before moving forward with any Development activity
-	-	-	4.5.5	Process	Establishes the appropriate review bodies for different Development Applications
-	-	-	4.5.7	Outsourcing of Process of Development Applications	- Timing - Cost Estimate - Compliance with applicable code - Final Payment - Acceptance of Outsourced Work
-	-	-	4.5.8	Acceptance of Certifications Required for Development Applications	Applications that require professional licensure shall be so signed, endorsed, certified, etc.
-	-	-	4.5.10	Intent of One-Time Review	City should attempt to conduct all redlines/comments at the time of the first review.
-	-	-	4.5.15	Outsourcing of Inspections	- Timing - Election/Cost Estimate - Compliance with applicable codes - Final Payment - Acceptance of Outsourced Work
-	-	-	4.6	Parcel Sales	Master Developer can sell off parcels that don't create any individual developable lots.
-	-	-	4.10.1	Phase 1	Establishes where the first phase of development should occur.
-	-	-	4.12	Special Provision Regarding CPAs 2 & 3	Flexibility in locating CPA's 2 & 3 depending upon certain criteria
-	-	-	4.13	Special Provision Regarding Data Centers	Data Centers shall be developed according to the Overlay Zone standards of Exhibit L.
-	-	-	5.2	Exceptions (to vested rights)	- Master Developer Agreement - State and Federal Compliance - Codes - Taxes - Fees - Compelling, countervailing public interest
-	-	-	5.3	Reserved Legislative Rights	City retains police powers that cannot be limited by contract.
-	-	-	7	Application under City's Future Laws	Master Developer may submit an application under the City's future laws.
-	-	-	9.11.2	Public Safety (Impact Fees)	Project subject to public safety impact fees
-	-	-	9.11.3	PTOS Impact Fees	Project has no impact on City's PTOS system.
-	-	-	10.2	Dispute Resolution	Any dispute regarding upsizing is resolved using the dispute resolution provisions of the ARMDA
-	-	-	11.3	Operation and Maintenance	O/M of PTOS in the Project
-	-	-	12.1	Wastewater Pipeline and Infrastructure	Developer's contributions to the wastewater infrastructure associated with the Lagoon.
-	-	-	13	School Site	City has obligation to donate 10 acres for a public school. Master Developer to donate land to City for this purpose.
-	-	-	14	Institutional of Civic Uses	No loss of Max RDUs for use of property as schools, churches, governmental buildings, etc.
-	-	-	19.7	Default of Assignee	Default of assignee not a default of Master Developer
-	-	-	20	Dispute Resolution	Establishing and detailing the dispute resolution process - Meet and Confer - Mediation Process - Arbitration of Disputes - District Court
-	-	-	22	Administrative Modifications	
-	-	-	22.1	Allowable Administrative Applications	Modifications to ARMDA considered and approved by administrator for location /sizing of infrastructure and other minor modifications
-	-	-	22.2	Application to Administrator	Applications for modifications filed with Administrator
-	-	-	22.3	Administrator's review of Administrative Modifications	Review and decision within 45 days of submission.
-	-	-	22.4	Appeal of Administrator's Denial of Administrative Modification	If administrator denies modification request, applicant may proceed as a modification application
-	-	-	23.1	Who may submit modification applications	Only City and Master Developer may submit a modification application
-	-	-	23.2	Modification Application Contents	- Identification of Property - Description of Effect - Identification of non-city agencies - Map
-	-	-	23.3	Fee	City may charge a reasonable fee for processing modification applications
-	-	-	23.4	City Cooperation in Processing Modification Application	City shall cooperate in promptly and fairly processing modification applications
-	-	-	23.5	Planning Commission Review of Modification Applications	- All applications required to be reviewed by the PC shall be reviewed by PC - PC to recommend action to CC
-	-	-	23.6	Council Review of Modification Application	Council to consider application after PC.
-	-	-	23.7	Council's objection to Modification Applications	Council to provide written determination if denial.
-	-	-	23.8	Disputes	Any dispute under Section 20 shall be resolved in accordance with Dispute resolution process
-	-	-	24	Four-year Reviews	Parties to meet every four years to discuss progress/modifications.
-	-	-	34	Force Majeure	Standard language
-	-	-	35	Time is of the essence	Standard language
-	-	-	37	Rights of Access	City shall have reasonable access to the property during development of the project
-	-	-	41	Venue	Venue established in Fourth District Court

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

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

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

WHEN RECORDED, RETURN TO:

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

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

_____, 2023

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

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

RECITALS

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

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

O. The parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2023).

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

Q. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on _____, _____, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2022), in making a recommendation to the City Council.

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

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

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

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

TERMS

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

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

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

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

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

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

- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **City** means the City of Eagle Mountain, a political subdivision of the State of Utah.
- 1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.10. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.
- 1.2.12. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.13. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".
- 1.2.14. **Council** means the elected City Council of the City.
- 1.2.15. **Central Utah Water Project ("CWP")** means the Central Utah Water Project.
- 1.2.16. **CPAs 2 and 3** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically addressed in Section 4.12.
- 1.2.17. **Data Center** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.

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

- 1.2.32. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.33. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of nine thousand six hundred fifty-nine (9,659) Residential Dwelling Units.
- 1.2.34. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.35. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.36. **Open Space** means that definition as found in the City’s Vested Laws as may be modified in the Community Plan.
- 1.2.37. **Owners** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.
- 1.2.38. **Owners’ Representative** shall mean Nate Shipp.
- 1.2.39. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.
- 1.2.40. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.41. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.
- 1.2.42. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.
- 1.2.43. **Parties** means all or the relevant group of Owners, Master Developer, and the City.
- 1.2.44. **Party** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).

- 1.2.45. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.46. **Phase 1** means that Phase of the Project described in Exhibit “I”.
- 1.2.47. **Prior Agreement** means the “Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.
- 1.2.48. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.
- 1.2.49. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.50. **Property** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit “A”.
- 1.2.51. **PTOS Schedule** means the overall timing and dollar spend for parks, trails, and open space as set forth on page 3-06 of the Community Plan.
- 1.2.52. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.53. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.54. **School Site** means a 10-acre site as discussed in Section 13.
- 1.2.55. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.56. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.57. **Subdivision Application** means the application to create a Subdivision.
- 1.2.58. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.59. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City’s Vested Laws as specified in Exhibit “K”.

1.2.60. **Water Purchase Agreement** means that agreement entered into between the City and Oquirrh Wood Ranch dated January 24, 2023 relating to the purchase by Oquirrh Woods from the City of 3,000-acre feet of water that the City has under contract with the CWP.

1.2.61. **Zoning** means the “Firefly Master Planned District” which is implemented by this ARMDA.

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

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

4. **Development of the Project.**

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

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

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

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

4.4. **Master Developers' Discretion.** Notwithstanding anything to the contrary herein, including Section 4.10.1 regarding the development of Phase 1, nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment. Notwithstanding, Master Developer shall proceed with subsequent Phases or portions of the Project with reasonable diligence following the completion of a previous phase or portion. However, Master Developer may temporarily suspend development of the Project if, in Master Developer's discretion, political, economic, or other circumstances arise that would result in a materially adverse change to the financial success of the Project. Additionally, Master Developer may suspend development of the Project for a period of time upon Notice to the City. The Notice contemplated in this Section 4.4 shall contain the reason for the suspension and the proposed period for which development will be suspended. So long as Master Developer provides Notice as contemplated in this Section 4.4, then Master Developer shall not be considered to be in default for lack of reasonably and diligently proceeding with development.

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

4.5. **Required Process.**

- 4.5.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

- 4.5.2. **Building Permits.** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.
- 4.5.3. **City and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 4.5.4. **Fees.** Master Developer or a Subdeveloper shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.
- 4.5.5. **Process.** Exhibit "E" and Exhibit "L" establish the required review and approval bodies and processes for Development Applications. This process is designed to meet the goals of the City and Master Developer of limiting the number of submittals and reviews required for Development of the Project, ensuring that each Development Application is compliant with this ARMDA and the Community Plan, and to making the implementation of this ARMDA and the Community Plan an administrative function except for those items that, by applicable law or pursuant to this ARMDA, require Planning Commission and/or City Council review or approval. If there is any conflict between the Community Plan or Data Center Overlay Zone and this ARMDA, the Community Plan and Data Center Overlay Zone, as relevant, controls.
- 4.5.6. **City Cooperation and Approval.** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.

4.5.7. ***Outsourcing of Processing of Development Applications.***

- 4.5.7.1. Timing. Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 4.5.7.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.
- 4.5.7.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 4.5.7.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.7.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.

- 4.5.8. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.
- 4.5.9. ***Independent Technical Analyses for Development Applications.*** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant.
- 4.5.10. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 4.5.11. ***City Denial of a Development Application.*** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).
- 4.5.12. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.
- 4.5.13. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 4.5.14. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.

4.5.15. ***Outsourcing of Inspections.***

- 4.5.15.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 4.5.15.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.
- 4.5.15.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 4.5.15.4. Final Payment. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.15.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel as is provided in Utah Code Ann. § 10-9a-103(65)(c)(v) (2023) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel.

The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

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

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

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

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

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

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other

similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer.

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

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property or adjacent to the “original annexation line” – “Not subject to current ownership” then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed with a number of RDUs calculated by the ratio of the Maximum Residential Dwelling Units divided by the acreage in the areas in the Community Plan specified for RDUs and then multiplied by the number of acres in the future property. The Maximum Residential Dwelling Units in this ARMDA shall automatically be increased by that amount. The Development of such future property shall also require Master Developer to meet the same levels of service for Public Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA. This paragraph does not apply to any property located outside City limits unless it is annexed into the City.

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

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

- 4.12.1. **Standards for Relocation.** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the Project, or onto potential future property (as specified in Section 4.11), if:

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

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

4.12.2. **Process**. The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.12 shall be processed as an Administrative Modification pursuant to Section 22 and Exhibit E.

4.13. **Special Provisions Regarding Data Centers**. With respect to property within the Data Center Overlay Zone, Owner, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the Data Center Overlay Zone described on Exhibit L hereto. The right provided in this Section 4.13 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights**.

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

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

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

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

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

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

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

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

6. **Term of Agreement.** The term of this ARMDA shall be until December 31, 2030. If as of that date Owners or Master Developer are in compliance with Section 4.4 of this Agreement and have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2040, and, thereafter, for up to two (2) additional periods of five (5) years. This ARMDA shall also terminate automatically at Buildout.

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

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

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

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

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

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

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

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

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

9.6. **Secondary Water.** The Project does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as an "Administrative Amendment" pursuant to the provisions of Section 22. Master Developer may, in its sole discretion and from time to time, choose to utilize secondary water in some or all of the larger parks established pursuant to the Parks, Trails, and Open Space Plan. If Master Developer makes such an election, then Master Developer shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

9.6.1. ***Exception for Data Center Uses.*** Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize secondary water so long as such usage complies with all local, state, and federal laws.

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

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

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

9.10. **Impact Fees.**

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

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

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

9.10.4. ***Construction Alternative.*** Master Developer shall have the right to construct any of the System Improvements required for any Development. If Master

Developer chooses to construct any such System Improvements the City shall not charge Master Developer or any Subdeveloper any impact fees for such System Improvements.

9.10.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.10.4 shall not be allocated for use by other properties without preserving sufficient capacity to provide services to the Project.

9.11. **Exceptions.** Except with respect to impact fees related to sewer treatment, Sections 9.7 (Public Infrastructure Financing) and 9.10.3 (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in accordance with the Data Center Overlay Zone. Further, any lien or imposition arising under Section 9.8 hereof shall not encumber the Data Center Overlay Zone.

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

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

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

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

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

11.1. **General Statement.** Except as limited by Section 4.11.1 (regarding the addition of the BSA Property), Developer shall install at least 420 acres of Parks, Trails, and Open Space within the Project. The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. **Timing of Dedication and Improvements.**

11.2.1. ***Phase 1 Parks, Trails, and Open Space Improvements.*** Phase 1 of Park A and Phase 1 of Park C will be completed and dedicated to the City before the issuance of the 336th building permit for the project. Notwithstanding, and

subject to the following sentence, the City agrees to accept, review, and conditionally approve applications for building permits beyond the 336th permit. However, no building permits will actually be issued to Master Developer until such time as Phase 1 of Park A and Phase 1 of Park C are substantially complete. The completion of Phase 1 of Park A and Phase 1 of Park C will be credited toward the “PTOS Spend” set forth in the PTOS Schedule.

11.2.2. ***Additional Parks, Trails, and Open Space Dedications and Improvements.***

Master Developer agrees to spend at least the “PTOS Spend” in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails, and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only the Phase 1 improvements and dedications described in Section 11.2.1 above, Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule.

11.2.3. ***Security in Lieu of Completion.*** The timing of parks, trails, and open space improvements shown on page 3-05 of the Community Plan are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide the City with security for the costs of improving those parks. Such security shall be provided in an amount of \$9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City. By way of example only, if Master Developer is unable to secure commercially reasonable rates for the parks, trails, and open space improvements planned from the 2,500th – 3,750th building permits, then Master Developer may post security at a rate of \$9,000 per Residential Dwelling unit for each building permit pulled beyond the 2,500th building permit.

11.3. **Operation and Maintenance.**

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

11.3.1.1. ***Contract with HOA for Maintenance.*** The dedicated entity shall enter into an agreement with the HOA to maintain these parks on a park-by-park basis in the form generally as attached as Exhibit “J”. The term of those agreements shall each be five (5) years with the option of the HOA to renew for three (3)

additional 5-year periods so long as the HOA is not in default under the particular maintenance agreement.

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

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

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

13. **School Site.** The City has an obligation to a third party to donate a 10-acre site for a public school. Master Developer has arranged to dedicate the School Site to the City so that the City can fulfill its third party contractual obligations. Upon the execution of this ARMDA Master Developer shall cause the School Site to be conveyed to the City. The deed of conveyance of the School Site to the City shall contain provisions acceptable to the Master Developer allowing the Master Developer to relocate the School Site in a close proximity to its legal description for adjustments of roads and other layout or engineering needs of the Project so long as the new location reasonably meets the needs of the School Site to function for its intended purpose. The deed of conveyance of the School Site shall also contain a right of reverter specifying that if the School Site, or any portion thereof, is ever used for anything other than as a site for a public school, then the School Site (or the portion thereof that is not used as a public school) shall revert back to Master Developer. Master Developer's right of reverter shall terminate within 20 years or upon the construction of a public school on the School Site and use of the building built thereon as a public school. Master Developer may seek tax benefits for this dedication pursuant to Section 8.

14. **Institutional or Civic Uses.** Subject to the conditions of this Section 14, the use of property in the Project for public or private schools, churches, or governmental buildings shall result in a loss of 3.47 Residential Dwelling Units per developed acre for such school, church, or governmental building. For purposes of this section, "developed acre" shall mean any property within the Project that is sold to a public/private school, church, or governmental entity. Accordingly, any property within the Project that is donated by Owners or Master Developer for use as a private school, church, or governmental building shall not result in the loss of any of the Maximum RDU's. If any property within the Project is sold below the fair market value for use as a public or private school, church, or governmental building, which fair market value shall be determined by an appraisal, then the units shall be reduced in proportion to the discounted price. For sake of example only, if property within the Project is sold at 50% of its appraised fair market value for a school, church, or governmental building, such sale shall result in the loss of $3.47 \times 50\% = 1.735$ units/acre of the developed acres.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

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

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

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

the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

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

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

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

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

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

19.3.1. ***Law and Equity.*** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance provided, however, that Owners and Master Developer (and any Subdeveloper to the extent it assumes the rights or obligations of this ARMDA) agree that they will not (individually or collectively) seek monetary damages against the City or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this ARMDA.

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

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

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

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

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

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

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

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

20.2. **Mediation of Disputes.**

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

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

20.3. **Arbitration of Disputes.**

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

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

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

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

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

To Master Developer: Oquirrh Wood Ranch, LLC
Attn: Nathan Shipp
14034 South 145 East, Suite 204
Draper, Utah 84020
nate@daiutah.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To Owner's
Representative: Nathan Shipp
14034 South 145 East, Suite 204
Draper, Utah 84020
nate@daiutah.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005
pjerome@emcity.org

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

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

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

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

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

22. **Administrative Modifications.**

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

22.1.1. **Modification of CPAs 2 and 3.** The modification/relocation of CPAs 2 and 3 as provided in Section 4.12.

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

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

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

22.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If

the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

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

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

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

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

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

- 23.2.1. ***Identification of Property.*** Identify the property or properties affected by the Modification Application.
- 23.2.2. ***Description of Effect.*** Describe the effect of the Modification Application on the affected portions of the Project.
- 23.2.3. ***Identification of Non-City Agencies.*** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.
- 23.2.4. ***Map.*** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

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

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

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

- 23.5.1. ***Review.*** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.
- 23.5.2. ***Recommendation.*** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by

the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

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

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

24. **Four-year Reviews.** Every four years after the execution of this ARMDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2027 and then every four years thereafter. The Parties shall not be required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the consideration of the Parties pursuant to Sections 22 and 23.

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

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

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

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

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

29.1. **Sale of Lots.** Owners and Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an

“assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners and Master Developer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

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

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

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

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

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

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

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

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

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

[signatures on following pages]

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

Office of the City Attorney
Approved as to form and legality

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

NATHAN SHIPP, Manager

NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

PC INDUSTRIAL, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

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

NOTARY PUBLIC

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

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

NOTARY PUBLIC

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
 :ss
COUNTY OF)

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

NOTARY PUBLIC

STATE OF UTAH)
)
) :ss
COUNTY OF)

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

NOTARY PUBLIC

STATE OF UTAH)
)
) :ss
COUNTY OF)

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

NOTARY PUBLIC

STATE OF UTAH)
)
) :SS
COUNTY OF)

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

NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF)

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

NOTARY PUBLIC

TABLE OF EXHIBITS

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

EXHIBIT A

Legal Description of Property

PROJECT AREA PARCEL 1

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

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

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

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

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

PROJECT AREA PARCEL 2

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

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

Less and Excepting the Following:

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

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

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

PROJECT AREA PARCEL 3

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

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

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

BSA PROPERTY

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

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

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

CONTAINS: 100.00 ACRES

EXHIBIT B
Master Plan

EXHIBIT C
Community Plan

[see following pages]

EXHIBIT D
City's Vested Laws

[on file with City Recorder's Office]

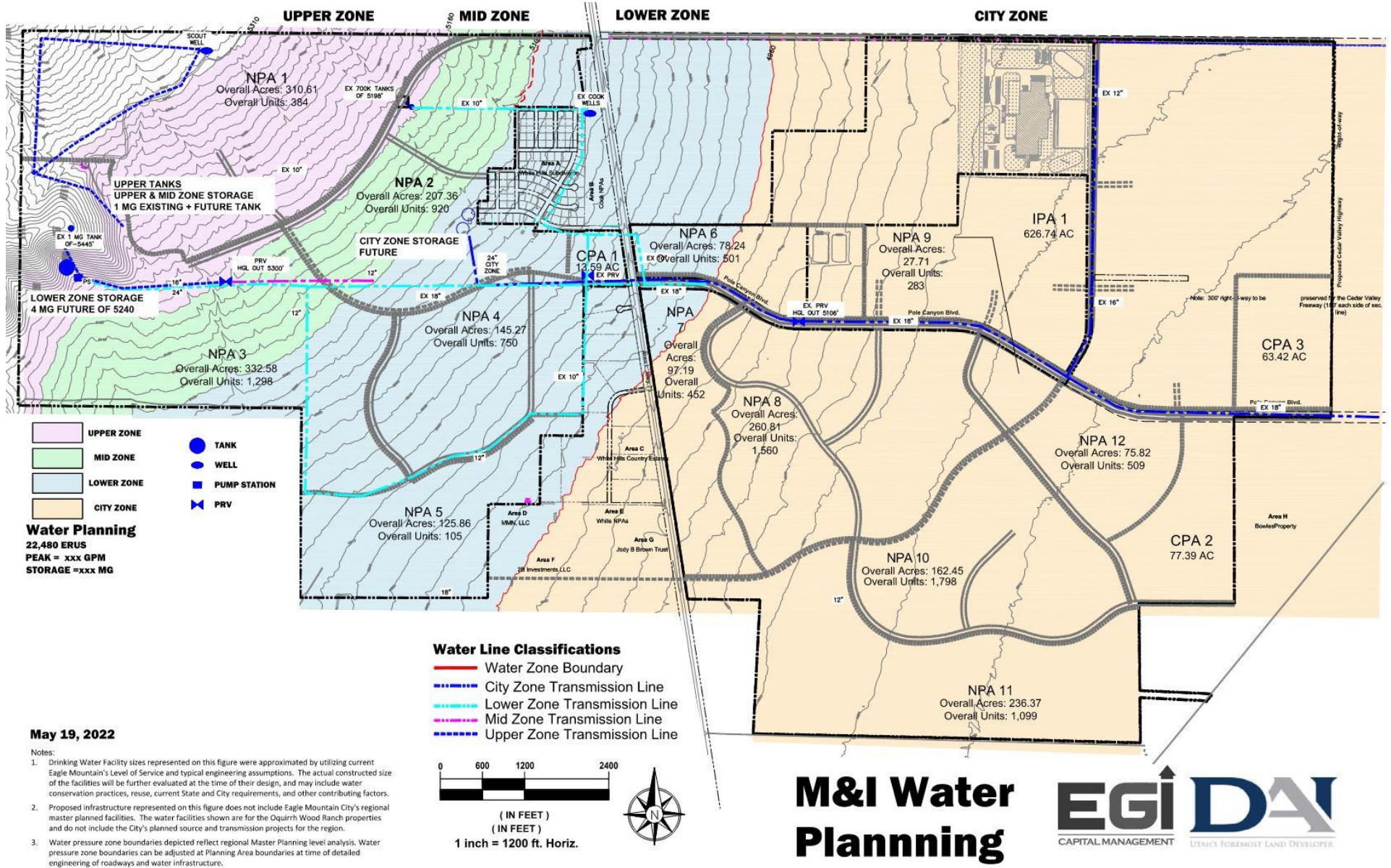
EXHIBIT E

Development Application Review and Approval Process

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

EXHIBIT F

Culinary Water System Plan



**M&I Water
Plannning**

EGI DAI
 CAPITAL MANAGEMENT UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA - DRINKING WATER FACILITIES

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

The specific objectives of the document include:

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

Existing Water System

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

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

Table: Existing Source Summary

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

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

Table: Transmission Summary

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

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

Table: Existing Storage Tank Summary

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

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

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

Future System

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

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

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

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

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

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

Future Facilities

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

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

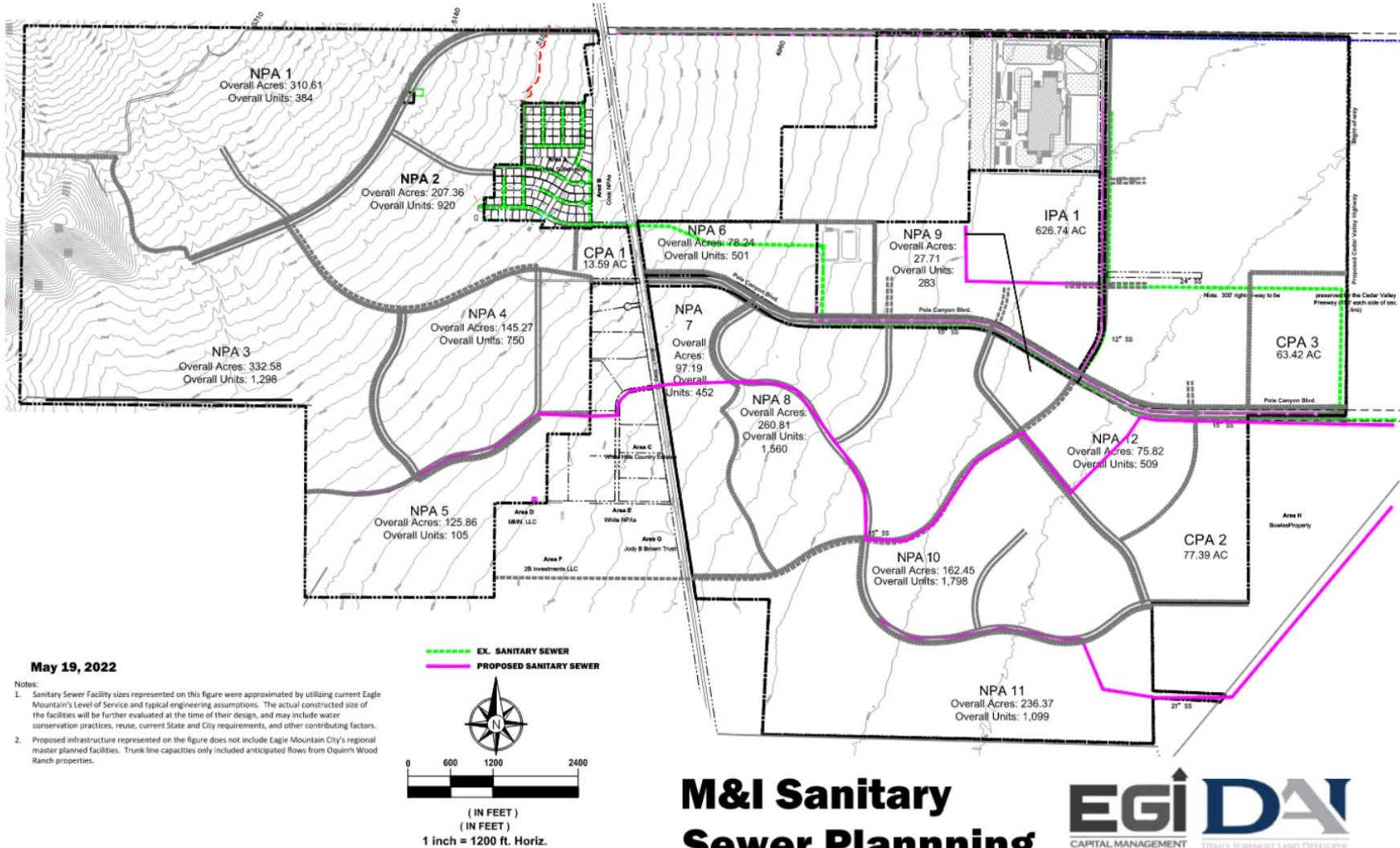
Storage – The following are anticipated storage locations for each zone:

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

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

EXHIBIT G

Sanitary Sewer System Plan



**M&I Sanitary
Sewer Planning**

EGI DAI
CAPITAL MANAGEMENT UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA – SANITARY SEWER FACILITIES

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

The specific objectives of the document include:

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

Original Sanitary Sewer System

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

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

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

DEQ Funded Infrastructure

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

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

Tyson Foods Sanitary Sewer Infrastructure

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

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

Sewer Lines –

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

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

Future System

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

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

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

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

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

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

Future Facilities

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

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

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

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

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

Table: Capacity Summary

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

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

<u>EXHIBIT H</u> <i>Storm Water Plan</i>
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WEST SIDE SERVICE AREA – STORM DRAIN FACILITIES

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

The specific objectives of the document include:

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

Original White Hills Storm Drain System

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

Offsite Drainage Conditions

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

Past Stormwater Runoff Analysis

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

Level of Service Requirements

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

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

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

Strategies for OWR Stormwater Runoff

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

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

Future Facilities

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

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

Capacity

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

EXHIBIT I

Phase 1 Plan

EXHIBIT J
Park Maintenance Agreement

PUBLIC PARK MAINTENANCE AGREEMENT
[park description]

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

RECITALS

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

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

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

1.

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

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

AGREEMENT

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

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

2.

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

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

a. **Maintenance Standards.** HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".

b. **Hardscapes.** City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

- c. **Power.** City shall pay all of the electricity costs associated with the Public PTOS.
- d. **Water and Sewer.** City shall pay all of the water and sewer costs for the Public PTOS.
- 3.
5. **Water Usage.** If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.
- 4.
6. **Failure to Meet Maintenance Standards.** If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.
7. **Reports.** Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.
8. **Term; Optional Renewal.** This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.
9. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
10. **Notices:** Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

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

To HOA: _____

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

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

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

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

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

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

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

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

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

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

5.

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

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

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

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

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form and legality

HOA

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Public PTOS

[Include Map and/or Legal Description]

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

SAMPLE

EXHIBIT B

Maintenance Standards

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

I. Turf Maintenance

1. Mowing and Edging

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

2. Seeding

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

3. Fertilization

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

4. Aeration

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

5. Weed Control

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

6. Irrigation

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

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

II. Tree and Shrub Maintenance

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

III. Playground Maintenance

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

IV. General Maintenance

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

EXHIBIT K
Technical Guidelines

[see following pages]

EXHIBIT L
Data Center Overlay Zone

1. Expedited Approval Process

- a. Site Plan Application. Following approval of a development agreement, project applicants shall submit a complete site plan application (required) and a final plat application (if subdividing property as part of the project).
- b. Development Review Committee (DRC) Review. Upon receipt of a complete application for site plan, final plat, or subdivision, the DRC shall review all aspects of the application and provide the applicant with initial required changes within five business days. The DRC shall provide feedback or a final decision within five business days of each submittal or resubmittal, and may approve the application with conditions to be completed during construction or require resubmittal with changes prior to approval.
 - i. The DRC is chaired by the planning director, or his/her designee, and includes, at a minimum, the city attorney, the department heads or an assigned representative from public utilities, engineering, community development, and a representative of Unified Fire Authority. The city council member that is appointed as the board liaison to the DRC will serve as DRC liaison for electronic data management business development projects under the ARMDA. The planning director shall have authority to issue decisions or approvals on behalf of the DRC after consulting with the DRC members.
- c. Permit Approvals. All permit requests (grading, excavation, foundation, footings and/or building permits, etc.), shall be subject to the special approval process set forth herein, are administrative applications, and the DRC has final approval authority for such applications. No public hearings are required. All permits will be reviewed and issued within thirty days of request.
- d. Grading and Excavation. A permit for grading and excavation may be issued, at the applicant's risk, prior to site plan approval by the DRC.
- e. Utility Service Approvals. All requests to connect the project to public utilities or other services shall be subject to the administrative approval process set forth herein. No public hearings are required.
- f. Substation Approval. All requests to construct a power utility substation(s) on the property shall be subject to the administrative approval process set forth herein. No public hearings are required.

2. Permitted Uses

- a. Data Center Use: meaning centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week (each, a "Data Center").

3. Building Height

- a. Permitted building height is up to 60 feet (exclusive of critical infrastructure equipment or other equipment installed on the roof of the building, together with appropriate screening), not to exceed a total building height (inclusive of equipment located on the roof of the building) of 75 feet. The DRC 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).

4. Fence

- a. Up to 10 foot tall perimeter fence, including K-rated or other high security fencing, shall be permitted to be installed around the entirety of the property or development, including where property abuts an arterial or collector road.

5. Setbacks

- a. Same as 17.48.060 from RTI Overlay, but with a clarification that the meaning of “adjoining” or “abutting” as referenced in this section of the overlay does not apply to lands that are separated by a public roadway.

6. Development Standards & Parking

- a. Same as 17.48.080 from RTI Overlay.
- b. Include the following modification to underlying zone standard (17.40.090): All Data Center uses shall be conducted entirely within a fully enclosed building except those uses deemed by the DRC to be customarily and appropriately conducted outside, or those uses customarily and appropriately located or conducted outside based on applicable industry standards and designs. Such uses include Data Center generators, cooling equipment and other critical infrastructure equipment.
- c. Include the following modification to underlying code section 17.55.120(c) relating to parking chart (in addition to overlay standard): for “Data Center Use: 1 stall per person employed on highest employee shift.”

7. Landscaping

- a. Same as 17.48.090 of RTI Overlay, with modification to (B) of that section as follows:
 - i. “A 20-foot landscaped buffer (water-wise landscaping with a mix of trees and shrubs) shall be required adjacent to residential zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street. This required landscaped buffer shall be permitted to be located within the applicable required setback.”

8. Facade

- a. Same as 17.48.100 from RTI Overlay.

Any Subdeveloper developing or operating a Data Center in accordance with this Data Center Overlay Zone shall have the same rights as Master Developer set forth in Section 5 (Zoning and Vested Rights) and Section 7 (Application Under City’s Future Laws) of the ARMDA.

EXHIBIT M

Legal Description of Property Eligible for Data Center Overlay Zone

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

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

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

WHEN RECORDED, RETURN TO:

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

DAI RESPONSES TO CITY REDLINES
AFTER MEETING WITH CITY ATTORNEY 5-1-2023

~~VERSION REVIEWED WITH CITY ON 12/8/22~~

~~Redlined after City meeting~~

~~12/9/22~~

~~INTERNAL~~

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

THE FIREFLY MASTER PLANNED COMMUNITY

_____, 2023

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

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

RECITALS

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

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

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

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

Q. This ARMDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on _____, _____, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2022), in making a recommendation to the City Council.

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

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

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

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

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

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

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

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

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

- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **City** means the City of Eagle Mountain, a political subdivision of the State of Utah.
- 1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.10. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.
- 1.2.12. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.13. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".
- 1.2.14. **Council** means the elected City Council of the City.
- 1.2.15. **Central Utah Water Project ("CWP")** means the Central Utah Water Project.
- 1.2.16. **CPAs 2 and 3** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically address in Section 4.12.
- 1.2.17. **Data Center** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.

- 1.2.18. **Data Center Overlay Zone** means the zoning and project requirements and standards for Data Centers set forth on Exhibit “L” attached hereto.
- 1.2.19. **Default** means a material breach of this ARMDA.
- 1.2.20. **Denial/Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.21. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.
- 1.2.22. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.23. **Development Report** means a report containing the information specified in Section 4.8 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.24. **Dispute** means and disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.25. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 20.
- 1.2.26. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2022), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.
- 1.2.27. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.
- ~~**Individually Platted Dwelling Unit** means a Residential Dwelling Unit whose boundaries are drawn on a subdivision or condominium plat, such as a detached single family dwelling unit, town home or condominium, but not including an apartment dwelling unit.~~
- 1.2.28. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Community Plan and the Zoning.
- 1.2.29. **Local District** means that existing Pole Canyon Local District.

- 1.2.30. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2022).
- 1.2.31. **Master Developer** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.
- 1.2.32. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.33. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of nine thousand six hundred fifty-nine (9,659) Residential Dwelling Units.
- 1.2.34. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.35. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.36. **Open Space** means that definition as found in the City’s Vested Laws as may be modified in the Community Plan.
- 1.2.37. **Owners** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.
- 1.2.38. **Owners’ Representative** shall mean Nate Shipp.
- 1.2.39. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.
- 1.2.40. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.41. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.
- 1.2.42. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.
- 1.2.43. **Parties** means all or the relevant group of Owners, Master Developer, and the City.

- 1.2.44. **Party** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).
- 1.2.45. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.46. **Phase 1** means that Phase of the Project described in Exhibit “I”.
- 1.2.47. **Prior Agreement** means the “Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.
- 1.2.48. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.
- 1.2.49. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.50. **Property** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit “A”.
- 1.2.51. **PTOS Schedule means the overall timing and dollar spend for parks, trails, and open space as set forth on page _____ of the Community Plan.**
- 1.2.52. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.53. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.54. **School Site** means a 10-acre site as discussed in Section 13.
- 1.2.55. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.56. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.57. **Subdivision Application** means the application to create a Subdivision.
- 1.2.58. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

- 1.2.59. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "K".

~~TIF means a tax increment financing refund payable to Master Developer as specified in Section 9.8.~~

- 1.2.60. **Water Purchase Agreement** means that agreement entered into between the City and Oquirrh Wood Ranch dated January 24, 2023 relating to the purchase by Oquirrh Woods from the City of 34,000-acre feet of water that the City has under contract with the CWP.

- 1.2.61. **Zoning** means the "Firefly Master Planned District" which is implemented by this ARMDA.

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

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

4. **Development of the Project.**

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

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

4.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA. Accessory dwelling

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

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

4.4. **Master Developers' Discretion.** Notwithstanding anything to the contrary herein, including Section 4.10.1 regarding the development of Phase 1, nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment. Notwithstanding, Master Developer shall proceed with subsequent Phases or portions of the Project with reasonable diligence following the completion of a previous phase or portion. However, Master Developer may temporarily suspend development of the Project if, in Master Developer's discretion, political, economic, or other circumstances arise that would result in a materially adverse change to the financial success of the Project. Additionally, Master Developer may suspend development of the Project for a period of time upon Notice to the City. The Notice contemplated in this Section 4.4 shall contain the reason for the suspension and the proposed period for which development will be suspended. So long as Master Developer provides Notice as contemplated in this Section 4.4, then Master Developer shall not be considered to be in default for lack of reasonably and diligently proceeding with development.

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

4.5. **Required Process.**

- 4.5.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no

improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

- 4.5.2. **Building Permits.** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any ~~required~~-work required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.
- 4.5.3. **City and Other Governmental Agency Permits.** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 4.5.4. **Fees.** Master Developer or a Subdeveloper shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.
- 4.5.5. **Process.** Exhibit "E" and Exhibit "L" establish the required review and approval bodies and processes for Development Applications. This process is designed to meet the goals of the City and Master Developer of limiting the number of submittals and reviews required for Development of the Project, ensuring that each Development Application is compliant with this ARMDA and the Community Plan, and to making the implementation of this ARMDA and the Community Plan an administrative function except for those items that, by applicable law or pursuant to this ARMDA, require Planning Commission and/or City Council review or approval. If there is any conflict between the Community Plan or Data Center Overlay Zone and this ARMDA ~~conflict~~, the Community Plan and Data Center Overlay Zone, as relevant, controls.
- 4.5.6. **City Cooperation and Approval.** The City shall cooperate reasonably and in

good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.

4.5.7. *Outsourcing of Processing of Development Applications.*

- 4.5.7.1. Timing. Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 4.5.7.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the ~~Master Developer or Subdeveloper~~City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.
- 4.5.7.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 4.5.7.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.7.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect.

If the City does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.

- 4.5.8. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.
- 4.5.9. ***Independent Technical Analyses for Development Applications.*** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant.
- 4.5.10. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.
- 4.5.11. ***City Denial of a Development Application.*** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).
- 4.5.12. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.
- 4.5.13. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
- 4.5.14. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of

Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.

4.5.15. ***Outsourcing of Inspections.***

- 4.5.15.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.
- 4.5.15.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the ~~Master Developer or Subdeveloper~~ City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.
- 4.5.15.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 4.5.15.4. Final Payment. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 4.5.15.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any

further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel as is provided in Utah Code Ann. § 10-9a-103(65)(c)(v) (2022) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

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

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

4.8.1. **Ownership.** The ownership of the property subject to the Development Application;

4.8.2. **Units and Uses Proposed to be Developed.** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;

4.8.3. **Units and Uses Transferred or Remaining.** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer;

4.8.4. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space; and

4.8.5. **Material Effects.** Any material effects of the sale on the Community Plan.

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

4.9.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to

Owners and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer.

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

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property or adjacent to the “original annexation line” – “Not subject to current ownership” then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed with a number of RDUs calculated by the ratio of the Maximum Residential Dwelling Units divided by the acreage in the areas in the Community Plan specified for RDUs and then multiplied by the number of acres in the future property. The Maximum Residential Dwelling Units in this ARMDA shall automatically be increased by that amount. The Development of such future property shall also require Master Developer to meet the same levels of service for Public Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA. This paragraph does not apply to any property located outside City limits, unless it is subsequently annexed into the City.

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

be reduced from Master Developer's obligations for parks, trails, and open space~~PTOS~~ under this Agreement.

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

4.12.1. ***Standards for Relocation.*** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the Project, or onto potential future property (as specified in Section 4.11), if:

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

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

4.12.2. ***Process.*** The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.12 shall be processed as an Administrative Modification pursuant to Section 22 and Exhibit E.

4.13. **Special Provisions Regarding Data Centers.** With respect to property within the Data Center Overlay Zone, Owner, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the Data Center Overlay Zone described on Exhibit L hereto. The right provided in this Section 4.13 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights.**

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

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

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

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

5.2.3. ***Codes.*** City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual

on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare

- 5.2.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;
- 5.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 5.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2022) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Term of Agreement.** The term of this ARMDA shall be until December 31, 2030. If as of that date Owners or Master Developer are in compliance with Section 4.4 of this Agreement and have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2040, and, thereafter, for up to two (2) additional periods of five~~ten~~ (~~540~~) years. This ARMDA shall also terminate automatically at Buildout.

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

~~withheld, conditioned, or delayed.~~

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

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

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

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

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

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

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

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

9.6. **Secondary Water.** The Project does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as an ~~"Minor Administrative"~~ Amendment pursuant to the provisions of Section 22. Master Developer may, in its sole discretion and from time to time, choose to utilize secondary water in some or all of the larger parks established pursuant to the Parks, Trails, and Open Space Plan. If Master Developer makes such an election, then Master Developer shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

- 9.6.1. **Exception for Data Center Uses.** Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize secondary water so long as such usage complies with all local, state, and federal laws.

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

~~**TIF.** Subject to the criteria in section 9.8.1, and for a period of _____ (—) years from the date of approval of this ARMADA, the City shall refund to Master Developer _____ percent (—%) of the City's share of all sales tax and *ad valorem* property taxes generated by the Development of non-residential portions of the Project. For any Mixed-Use development, the TIF shall be based on the non-residential portion of the Development. The City shall cooperate with Master Developer in seeking to obtain a refund of all sales tax and *ad valorem* tax generated by the Development of any non-residential portions of the project from any other governmental entity that receives a share of such taxes.~~

~~**TIF Criteria.** Master Developer shall receive the TIF identified in Section 9.8 for non-residential portions of the Project that (i) offer jobs that have above-average wages correlated with the demographics of the City (which averages will be generated and modeled using the City's data inputs from Bureau of Labor Statistics and Economic Research Institute); and (ii) offer jobs in industries that are incentive worthy as identified by the Governor's Office of Economic Opportunity or applicable state law, as may be amended.~~

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

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

9.10. **Impact Fees.**

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

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

9.10.3. **Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation.** The City acknowledges that the development of the Property proposed pursuant to this ARMDA will satisfy the minimum level of service for Parks, Trails, and Open Space; Culinary Water; Storm Water; Sanitary Sewer; and Transportation (which levels of service are established in the City's impact fee facility plans and impact fee analyses). Accordingly, the Property is ~~has been shown to not have any impact on the "system improvements" under the City's current impact fee ordinances for parks, trails and open space, culinary water, storm water, or transportation and any development of the Project on the Property is thus exempt from any current impact fees for those systems. Notwithstanding the foregoing, any portion of the Property located in the South Service Area (SSA, as that term is defined in the City's Impact Fee Analysis as of the date of this Agreement) shall pay the portion of the Sewer impact fees attributable to the costs of treatment.~~ If the City later adopts any impact fees that increase the "level of service" of any system improvements for those systems then Owners and Master Developer acknowledge that, subject to compliance by the City with all laws regarding such later-adopted impact fees, such impact fees related to increased levels of service may then be applicable to the Property.

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

9.10.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.11.3 shall not be allocated for use by other properties without preserving sufficient capacity to provide services to the Project.

9.11. **Exceptions.** Except with respect to impact fees related to sewer treatment, Sections 9.7 (Public Infrastructure Financing) and 9.~~10.344.4~~ (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in accordance with ~~this the~~ Data Center Overlay Zone. Further, any lien or imposition arising under Section 9.8 hereof shall not encumber the Data Center Overlay Zone.

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

10.1. **"Upsizing".** The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master

Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

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

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

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

11.1. **General Statement.** Except as limited by Section 4.11.1 (regarding the additional of the BSA Property), Developer shall install at least 420 acres of Parks, Trails, and Open Space within the Project. The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. **Timing of Dedication and Improvements.**

- 11.2.1. **Phase 1 Parks, Trails, and Open Space Improvements.** Phase 1 of Park A and Phase 1 of Park C will be completed and dedicated to the City before the issuance of the 336th building permit for the project. Notwithstanding, and subject to the following sentence, the City agrees to accept, review, and conditionally approve applications for building permits beyond the 336th permit. However, no building permits will actually be issued to Master Developer until such time as Phase 1 of Park A and Phase 1 of Park C are substantially complete. The completion of Phase 1 of Park A and Phase 1 of Park C will be credited toward the "PTOS Spend" set forth in the PTOS Schedule. The timing of the dedication and improvement of the Parks, Trails and Open Space is specified in the Community Plan.

- 11.2.2. **Additional Parks, Trails, and Open Space Dedications and Improvements.** Master Developer agrees to spend at least the "PTOS Spend" in the amount and at the stages described in the PTOS Schedule. Master Developer will attempt to coordinate the completion and order of parks, trails, and open space improvements with the phasing of the overall Project. Notwithstanding, and excepting only the Phase 1 improvements and dedications described in 11.2.1 above, Master Developer may elect to build in any order or in connection with any Phase, partial or complete phases of any of the parks, trails, and open space improvements set forth on page 3-05 of the Community Plan so long as the Master Developer actually spends the PTOS Spend at the issuances of building permits identified in the PTOS Schedule.

- 11.2.3. **Security in Lieu of Completion.** The timing of ~~the parks, trails, and open space~~ improvements shown on page 3-05 of the Community Plan~~of the parks shown as being “Regional” or “Community”~~ are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide the City with security for the costs of improving those parks. Such security shall be provided in an amount of \$9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City. By way of example only, if Master Developer is unable to secure commercially reasonable rates for the parks, trails, and open space improvements planned from the 2,500th – 3,750th building permits, then Master Developer may post security at a rate of \$9,000 per Residential Dwelling unit for each building permit pulled beyond the 2,500th building permit.

11.3. **Operation and Maintenance.**

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

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

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

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

12. **Additional Easements.** Master Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property. To the extent that the Master Developer’s efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Master Developer, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal

law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power. Master Developer acknowledges that it is the responsibility of Master Developer to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

13. **School Site.** The City has an obligation to a third party to donate a 10-acre site for a public school. Master Developer has arranged to dedicate the School Site to the City so that the City can fulfill its third party contractual obligations. Upon the execution of this ARMDA Master Developer shall cause the School Site to be conveyed to the City. The deed of conveyance of the School Site to the City shall contain provisions acceptable to the Master Developer allowing the Master Developer to relocate the School Site in a close proximity to its legal description for adjustments of roads and other layout or engineering needs of the Project so long as the new location reasonably meets the needs of the School Site to function for its intended purpose. The deed of conveyance of the School Site shall also contain a right of reverter requiring that if the School Site, or any portion thereof, is ever used for anything other than as a site for a public school, then the School Site (or the portion thereof that is not used as a public school) shall revert back to Master Developer. Master Developer's right of reverter shall terminate within 20 years or upon the construction of a public school on the School Site and use of the building built thereon as a public school. Master Developer may seek tax benefits for this dedication pursuant to Section 8.

14. **Institutional or Civic Uses.** Subject to the conditions of this Section 14, the use of property in the Project for public or private schools, churches, or governmental buildings or uses shall not result in a loss of 3.47 Residential Dwelling Units per developed acres for such school, church, or governmental building. For purposes of this section, "developed acres" shall mean any property within the Project that is sold to a public/private school, church, or governmental entity. Accordingly, any property within the Project that is donated by Owners or Master Developer for use as a private school, church, or governmental building shall not result in the loss of any of the Maximum RDU's. If any property within the Project is sold below the fair market value for use as a public or private school, church, or governmental building, which fair market value shall be determined by an appraisal, then the units shall be reduced in proportion to the discounted price. For sake of example only, if property within the Project is sold at 50% of its appraised fair market value for a school, church, or governmental building, such sale shall result in the loss of 3.47 x 50% = 1.735 units/acre of the developed acres. the Maximum RDUs.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

16. **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state telecommunications laws and regulations, Master Developer may cause to be installed underground within any public rights-of-way within the Project, conduits, cable service, and/or fiber optic lines at no expense to the City. Master Developer may contract with any telecommunications provider of its own choice and allows such contractor to use the Developer installed conduit in the public rights-of-way, subject to such contractor first obtaining necessary approvals and franchise agreements from the City. Developer acknowledges that this provision applies only to Developer-installed conduits in the public rights-of-way and does not prohibit other telecommunications providers from installing conduits, cable service, and/or fiber optic lines within the same public rights-of-way. Additionally, and subject to all applicable federal and state telecommunications laws and regulations, the Parties acknowledge that Developer may cause to

be installed any conduits, cable service, and/or fiber optic lines within privately owned areas of the Project and that in connection with such installation, Developer may grant exclusive access and/or easements to one or more telecommunications providers for such privately placed conduits, cable services, and/or fiber optics. Notwithstanding, ~~Upon application to the City and approval of a franchise agreement for such facilities, Master Developer may cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. Master Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those Residential Dwelling Units or other of the Intended Uses on the Project, except that~~ Data Center uses shall have the express right to contract for independent fiber optic service from multiple providers, and grant any related access or easements to such providers, and shall be excluded from such exclusive access and/or easement restrictions set forth in this Section, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with Master Developer or its assignees.

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

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

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

19.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any

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

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

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

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

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

19.3.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance provided, however, that Owners and Master Developer (and any Subdeveloper to the extent it assumes the rights or obligations of this ARMDA) agree that they will not (individually or collectively) seek monetary damages against the City or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this ARMDA.

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

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

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

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

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

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

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

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

20.2. **Mediation of Disputes.**

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

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

20.3. **Arbitration of Disputes.**

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

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

20.3.3. ***Arbitration Process.*** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and

binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

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

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

To Master Developer:	Oquirrh Wood Ranch, LLC Attn: Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To Owner's Representative:	Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To City:	Eagle Mountain City Attn: City Manager 1650 East Stagecoach Run Eagle Mountain, UT 84005 pjerome@emcity.org
With a Copy to:	Eagle Mountain City Attn: City Attorney 1650 East Stagecoach Run Eagle Mountain, UT 84005 mdraper@emcity.org

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

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

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

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

22. **Administrative Modifications.**

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

22.1.1. **Modification of CPAs 2 and 3.** The modification/relocation of CPAs 2 and 3 as provided in Section 4.12.

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

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

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

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

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

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

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

23.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owners or an assignee that succeeds to all of the rights and obligations of the Owners

and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

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

- 23.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.
- 23.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
- 23.2.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.
- 23.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

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

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

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

- 23.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.
- 23.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

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

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

24. **Four-year Reviews.** Every four years after the execution of this ARMDA, the Parties shall

meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2027 and then every four years thereafter. The Parties shall not be required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the consideration of the Parties pursuant to Sections 22 and 23.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.~~Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.~~

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

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

34. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial

orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

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

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

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

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

38.2. **Agricultural Use Prior to Development.** Anything herein to the contrary notwithstanding, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Owners and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

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

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

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

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

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

43. **Conflicts.** ~~The City’s Vested Laws shall apply to each Development Application except as the City’s Vested Laws are modified by this ARMDA (including all exhibits thereto). It is the intent of the Parties that this Agreement fully comply with the City’s Vested Laws and the Parties believe that no conflict between this Agreement and the City’s Vested Laws exists. Nevertheless in the event of a conflict between this ARMDA and the Community Plan shall control in case of differences with the City’s Vested Laws, the City’s Vested Laws shall control.~~

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

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

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

CITY

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

Office of the City Attorney

Approved as to form and legality

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

NATHAN SHIPP, Manager

NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

PC INDUSTRIAL, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2022, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the **MAYOR OF EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
 :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
)
) :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of **WHITE HILLS WATER COMPANY, INC.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
)
) :ss
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **GSFJV, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
)
) :SS
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me _____, duly sworn, did say that they are the _____ of GRANT SMITH FARMS, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF)

On the ____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **PC INDUSTRIAL, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

TABLE OF EXHIBITS

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

EXHIBIT A

Legal Description of Property

PROJECT AREA PARCEL 1

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

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

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

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

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

PROJECT AREA PARCEL 2

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

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

Less and Excepting the Following:

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

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

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

PROJECT AREA PARCEL 3

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

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

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

BSA PROPERTY

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

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

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

CONTAINS: 100.00 ACRES

EXHIBIT B
Master Plan

EXHIBIT C
Community Plan

[see following pages]

EXHIBIT D
City's Vested Laws

[on file with City Recorder's Office]

EXHIBIT E
Development Application Review and Approval Process

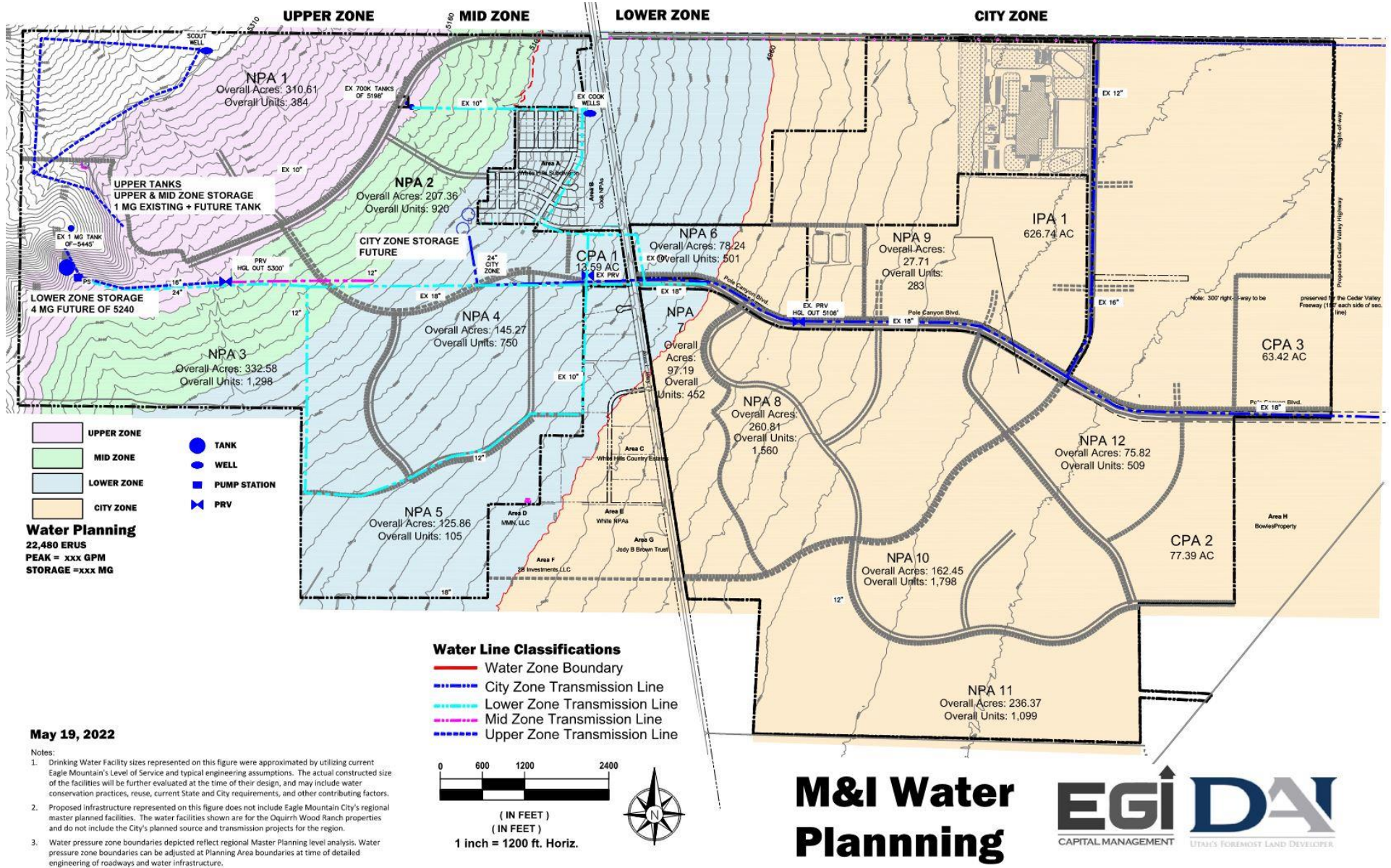
TYPE OF APPROVAL	APPROVING BODY
Single Family Home Building Permit	City Staff (with ARC certification of compliance)
Subdivisions for Individually Platted Residential Dwelling Units	City Staff (with ARC certification of compliance) ¹
Apartment Dwelling Unit Site Plans	City Staff (with ARC certification of compliance) ¹
Commercial Site Plans	City Staff (with ARC certification of compliance) ¹
Vertical Mixed-Use Site Plans	City Staff (with ARC certification of compliance) ¹
Initial Conditional Use Permit	Hearing Officer²
Modification to Initial Conditional Use Permit	Planning Commission
Home Occupation Permits	City Staff (with ARC certification of compliance)
Open Space Design	City Staff
Park Proximity (Community Plan p. 3-01)	Administrator
Location of CPA 2 and CPA 3 (ARMDA § 4.12)	Administrator

¹~~If immediately adjacent to an individually Platted Residential Dwelling unit that has been sold to resident (and not separated by a road or other open space) then Planning Commission review and approval is required.~~

²~~The “Hearing Officer” shall be the City’s “Appeal Authority” as that term is defined in the City’s Vested Laws.~~

EXHIBIT F

Culinary Water System Plan



**M&I Water
Plannning**

EGI DAI
 CAPITAL MANAGEMENT UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SERVICE AREA - DRINKING WATER FACILITIES

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

The specific objectives of the document include:

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

Existing Water System

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

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

Table: Existing Source Summary

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

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

Table: Transmission Summary

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

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

Table: Existing Storage Tank Summary

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

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

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

Future System

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

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

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

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

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

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

Future Facilities

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

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

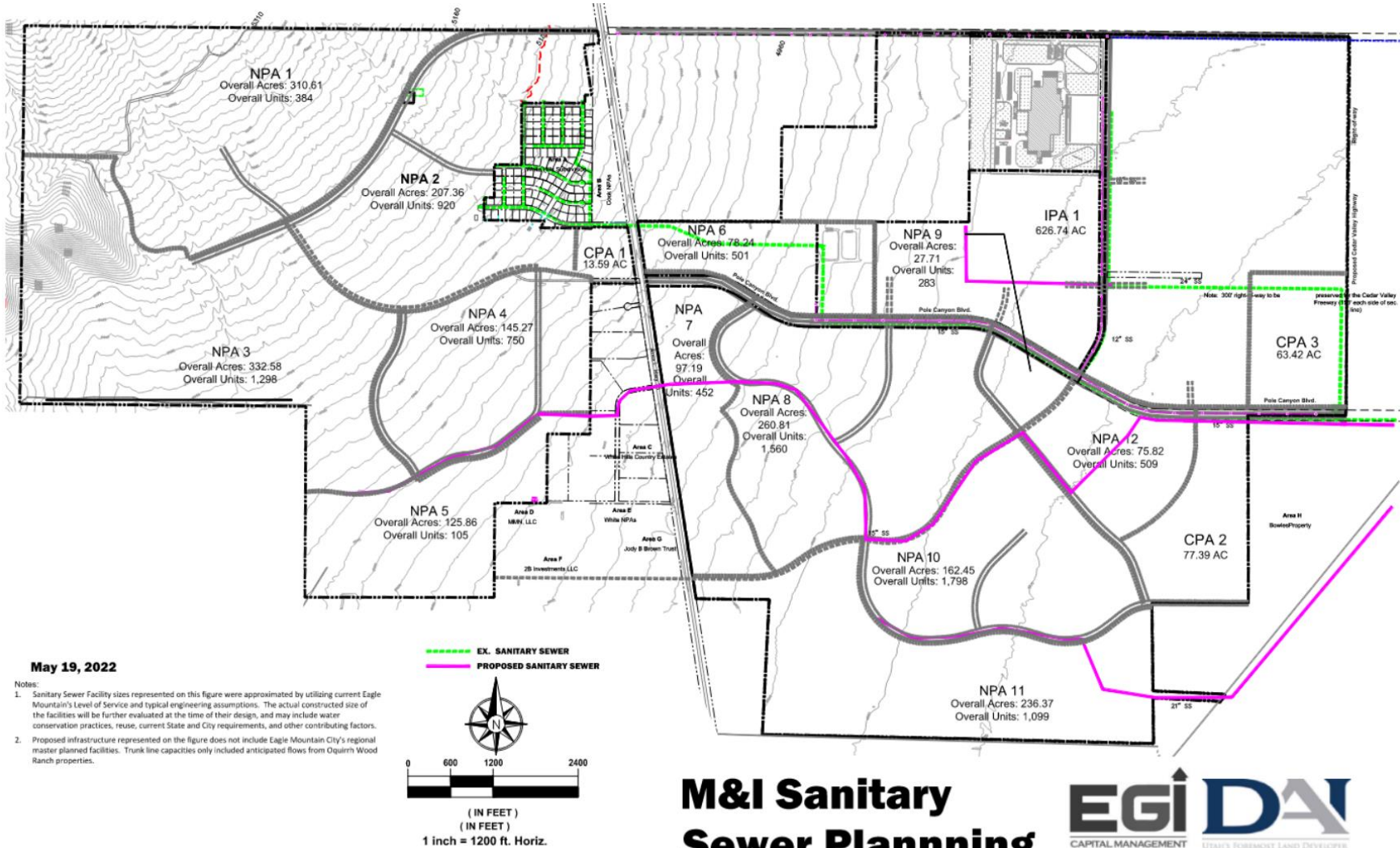
Storage – The following are anticipated storage locations for each zone:

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

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

EXHIBIT G

Sanitary Sewer System Plan



WEST SIDE SERVICE AREA – SANITARY SEWER FACILITIES

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

The specific objectives of the document include:

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

Original Sanitary Sewer System

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

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

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

DEQ Funded Infrastructure

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

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

Tyson Foods Sanitary Sewer Infrastructure

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

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

Sewer Lines –

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

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

Future System

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

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

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

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

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

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

Future Facilities

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

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

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

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

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

Table: Capacity Summary

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

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

<u>EXHIBIT H</u> <i>Storm Water Plan</i>
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WEST SIDE SERVICE AREA – STORM DRAIN FACILITIES

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

The specific objectives of the document include:

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

Original White Hills Storm Drain System

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

Offsite Drainage Conditions

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

Past Stormwater Runoff Analysis

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

Level of Service Requirements

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

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

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

Strategies for OWR Stormwater Runoff

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

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

Future Facilities

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

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

Capacity

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

EXHIBIT I

Phase 1 Plan

EXHIBIT J
Park Maintenance Agreement

PUBLIC PARK MAINTENANCE AGREEMENT
[park description]

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

RECITALS

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

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

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

1.

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

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

AGREEMENT

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

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

2.

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

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

a. **Maintenance Standards.** HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".

b. **Hardscapes.** City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

- c. **Power.** City shall pay all of the electricity costs associated with the Public PTOS.
- d. **Water and Sewer.** City shall pay all of the water and sewer costs for the Public PTOS.
- 3.
5. **Water Usage.** If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.
- 4.
6. **Failure to Meet Maintenance Standards.** If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.
7. **Reports.** Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.
8. **Term; Optional Renewal.** This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.
9. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
10. **Notices:** Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

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

To HOA: _____

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

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

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

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

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

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

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

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

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

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

5.

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

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

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

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

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

~~JEREMY COOK~~MARCUS DRAPER, City Attorney
Approved as to form and legality

HOA

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A
Public PTOS

[Include Map and/or Legal Description]

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

SAMPLE

EXHIBIT B

Maintenance Standards

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

I. Turf Maintenance

1. Mowing and Edging

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

2. Seeding

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

3. Fertilization

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

4. Aeration

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

5. Weed Control

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

6. Irrigation

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

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

II. Tree and Shrub Maintenance

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

III. Playground Maintenance

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

IV. General Maintenance

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

EXHIBIT K
Technical Guidelines

[see following pages]

EXHIBIT L
Data Center Overlay Zone

1. Expedited Approval Process

- a. Site Plan Application. Following approval of a development agreement, project applicants shall submit a complete site plan application (required) and a final plat application (if subdividing property as part of the project).
- b. Development Review Committee (DRC) Review. Upon receipt of a complete application for site plan, final plat, or subdivision, the DRC shall review all aspects of the application and provide the applicant with initial required changes within five business days. The DRC shall provide feedback or a final decision within five business days of each submittal or resubmittal, and may approve the application with conditions to be completed during construction or require resubmittal with changes prior to approval.
 - i. The DRC is chaired by the planning director, or his/her designee, and includes, at a minimum, the city attorney, the department heads or an assigned representative from public utilities, engineering, community development, and a representative of Unified Fire Authority. The city council member that is appointed as the board liaison to the DRC will serve as DRC liaison for electronic data management business development projects under the ARMDA. The planning director shall have authority to issue decisions or approvals on behalf of the DRC after consulting with the DRC members.
- c. Permit Approvals. All permit requests (grading, excavation, foundation, footings and/or building permits, etc.), shall be subject to the special approval process set forth herein, are administrative applications, and the DRC has final approval authority for such applications. No public hearings are required. All permits will be reviewed and issued within thirty days of request.
- d. Grading and Excavation. A permit for grading and excavation may be issued, at the applicant's risk, prior to site plan approval by the DRC.
- e. Utility Service Approvals. All requests to connect the project to public utilities or other services shall be subject to the administrative approval process set forth herein. No public hearings are required.
- f. Substation Approval. All requests to construct a power utility substation(s) on the property shall be subject to the administrative approval process set forth herein. No public hearings are required.

2. Permitted Uses

- a. Data Center Use: meaning centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week (each, a "Data Center").

3. Building Height

- a. Permitted building height is up to 60 feet (exclusive of critical infrastructure equipment or other equipment installed on the roof of the building, together with appropriate screening), not to exceed a total building height (inclusive of equipment located on the roof of the building) of 75 feet. The DRC 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).

4. Fence

- a. Up to 10 foot tall perimeter fence, including K-rated or other high security fencing, shall be permitted to be installed around the entirety of the property or development, including where property abuts an arterial or collector road.

5. Setbacks

- a. Same as 17.48.060 from RTI Overlay, but with a clarification that the meaning of “adjoining” or “abutting” as referenced in this section of the overlay does not apply to lands that are separated by a public roadway.

6. Development Standards & Parking

- a. Same as 17.48.080 from RTI Overlay.
- b. Include the following modification to underlying zone standard (17.40.090): All Data Center uses shall be conducted entirely within a fully enclosed building except those uses deemed by the DRC to be customarily and appropriately conducted outside, or those uses customarily and appropriately located or conducted outside based on applicable industry standards and designs. Such uses include Data Center generators, cooling equipment and other critical infrastructure equipment.
- c. Include the following modification to underlying code section 17.55.120(c) relating to parking chart (in addition to overlay standard): for “Data Center Use: 1 stall per person employed on highest employee shift.”

7. Landscaping

- a. Same as 17.48.090 of RTI Overlay, with modification to (B) of that section as follows:
 - i. “A 20-foot landscaped buffer (water-wise landscaping with a mix of trees and shrubs) shall be required adjacent to residential zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street. This required landscaped buffer shall be permitted to be located within the applicable required setback.”

8. Facade

- a. Same as 17.48.100 from RTI Overlay.

Any Subdeveloper developing or operating a Data Center in accordance with this Data Center Overlay Zone shall have the same rights as Master Developer set forth in Section 5 (Zoning and Vested Rights) and Section 7 (Application Under City’s Future Laws) of the ARMDA.

EXHIBIT M

Legal Description of Property Eligible for Data Center Overlay Zone

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

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

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



firefly

A **DN** Community

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST



firefly

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

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01 PROJECT INTRODUCTION

ABOUT FIREFLY

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

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

Firefly residents will enjoy over 420 acres of PTOS connected by a trail network expanding from the southeast to northwest corners of the property. Featured throughout the trail network are a variety of opportunities to explore the outdoors including stargazing, indoor/outdoor playground, pickleball, sports fields, agricultural activities, mountain biking, and much more.

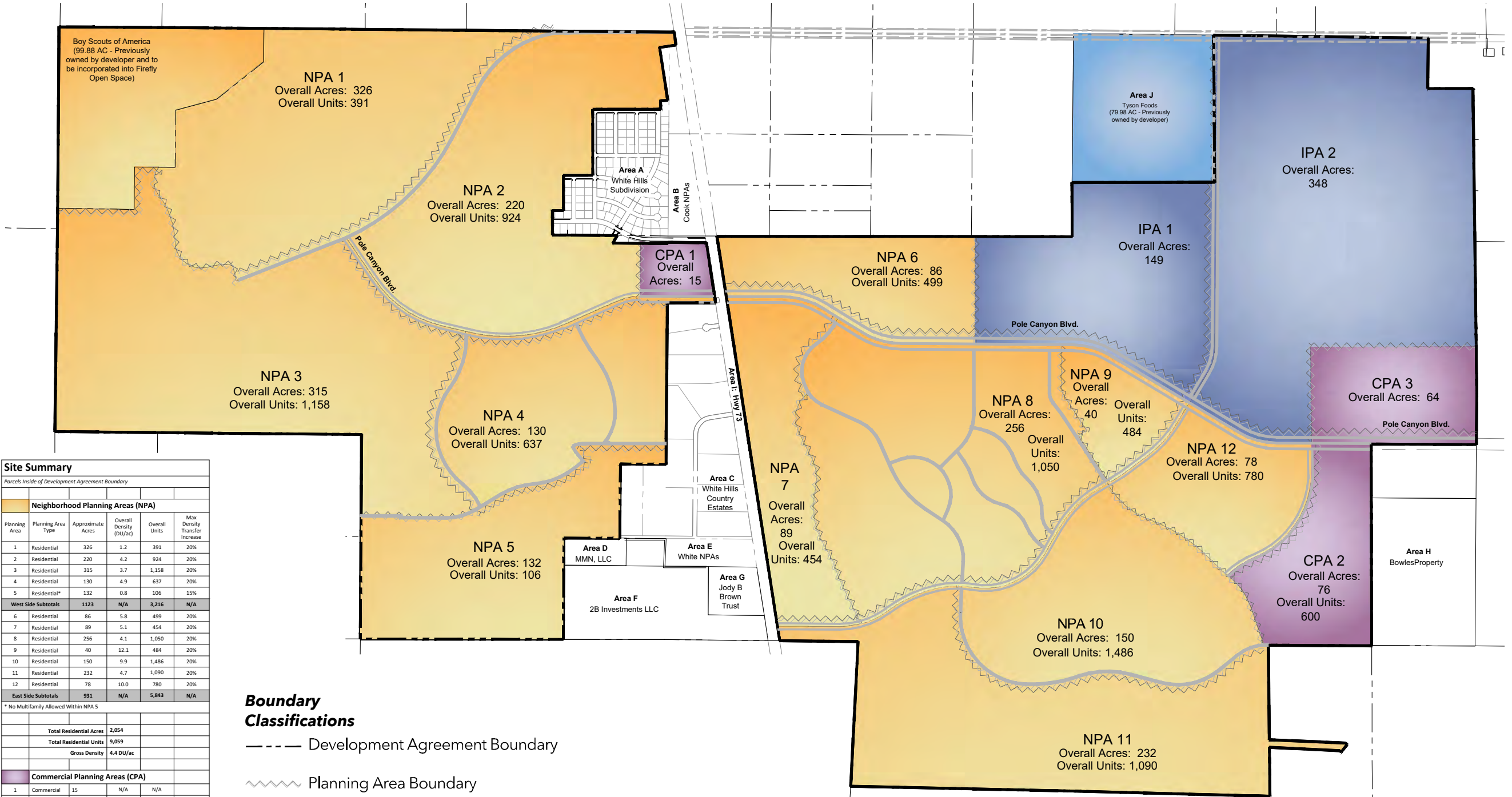
The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

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



LAND USE MASTER PLAN



Site Summary					
Parcels Inside of Development Agreement Boundary					
	Neighborhood Planning Areas (NPA)				
Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units	Max Density Transfer Increase
1	Residential	326	1.2	391	20%
2	Residential	220	4.2	924	20%
3	Residential	315	3.7	1,158	20%
4	Residential	130	4.9	637	20%
5	Residential*	132	0.8	106	15%
West Side Subtotals		1123	N/A	3,216	N/A
6	Residential	86	5.8	499	20%
7	Residential	89	5.1	454	20%
8	Residential	256	4.1	1,050	20%
9	Residential	40	12.1	484	20%
10	Residential	150	9.9	1,486	20%
11	Residential	232	4.7	1,090	20%
12	Residential	78	10.0	780	20%
East Side Subtotals		931	N/A	5,843	N/A
* No Multifamily Allowed Within NPA 5					
Total Residential Acres			2,054		
Total Residential Units			9,059		
Gross Density			4.4 DU/ac		
Commercial Planning Areas (CPA)					
1	Commercial	15	N/A	N/A	
2	Mixed Use	76	N/A	600	
3	Commercial	64	N/A	N/A	
Industrial Planning Areas (IPA)					
1	IPA 1	149	N/A	N/A	
2	IPA 2	348	N/A	N/A	
Total NPA Acres			2054		
Total CPA Acres			155		
Total IPA Acres			497		
Tyson Foods Acreage			80		
Total Dev. Agreement Acres			2786		
Total Residential Units			9,659		
Gross Density			3.47 DU/ac		

Boundary Classifications

- Development Agreement Boundary
- ~~~~~ Planning Area Boundary

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

03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

INTRODUCTION

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

DETAILS

The Master Developer will develop (based upon factors such as water availability, phasing of Firefly, number of residential units, and other factors determined relevant by Master Developer) approximately 420 acres of public and private PTOS and amenities. Firefly's PTOS and amenities, which are to be anchored by a year-round indoor/outdoor playground, are designed to encourage kids to ditch their devices, get outdoors, explore, recreate, socialize in person, imagine, learn, and have an abundance of fun.

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

The Master Developer will install a park within approximately one-half (1/2) mile from each Residential Dwelling Unit (RDU) within Firefly. This approximate 1/2-mile requirement may be waived at the Administrator's discretion when an alternative PTOS layout is more advantageous to the immediate and surrounding neighborhoods proposed by a Development Application. Any modification by the Administrator to the approximately 1/2-mile PTOS requirement shall be based upon the best community benefit and any other relevant considerations determined by the Administrator. The acreage set aside by Master Developer for PTOS uses as identified herein shall be counted at one hundred percent (100%) of the actual acreage of such PTOS.

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



TYPES OF PTOS

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

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

PTOS STANDARDS

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

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



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



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



PARKS AND AMENITY AREA PHASING DETAILS

PARK AND AMENITY AREA PHASING			
	Included Features	Phasing Details	
Community Park A	» Multisport field(s) » Pickleball courts » Basketball courts » Playground » Skate park » Pump track » Restroom facilities » Shade structure(s) » Walking trails » Parking » Maintenance building	Phase 1	» Pickleball courts¹ » Basketball courts¹ » Skate park¹ » Pump track¹ » Restroom facility¹ » Shade structure(s)¹ » Walking trails¹ » Parking (along street)¹
		Phase 2	» Multisport field(s)¹ » Playground¹ » Restroom facility¹ » Shade structure(s)¹ » Walking trails¹ » Parking¹
Amenity Area B	» Indoor/outdoor playground » Amenity building » Splash pad » Parking » Walking trail(s) » Sports field » Amphitheater » Gathering area(s) » Underpass connection to Community Park A	Phase 1	» Indoor/outdoor playground² » Amenity building² » Parking² » Amphitheater² » Underpass connection to Community Park A¹
		Phase 2	» Splash pad² » Walking trail(s)¹ » Gathering area(s)^{1, 2}
		Phase 3	» Parking² » Walking trail(s)¹ » Sports field^{1, 2} » Gathering area(s)²
Regional Park C	» NICA cross country trails » Downhill/flow trail(s) » Hiking trail(s) » Equestrian trail(s) » Shade structure(s) » Gathering area(s) » Overlook pavilion » Shade structures » Campground » Agricultural and equestrian area » Archery and ax throwing center » Trailhead(s)	Phase 1	» NICA cross country trails¹ » Downhill/flow trail(s)¹ » Hiking trail(s)¹ » Equestrian trail(s)¹ » Trailhead parking¹ » Mountain bike skills area¹
		Phase 2	» Community campground²
		Phase 3	» Agricultural and equestrian area²
		Phase 4	» Water tank hilltop area¹ » Shade structure(s)¹ » Overlook pavilion¹ » Parking lot¹ » Expert downhill course¹ » Gathering area(s)¹ » Archery and ax throwing center¹

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



OVERALL PTOS SPENDING SCHEDULE

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

Building Permit Issuance	PTOS Spend ¹
1,250	\$11,250,000
2,500	\$22,500,000
3,750	\$33,750,000
5,000	\$45,000,000
6,250	\$56,250,000
7,500	\$67,500,000
8,750	\$78,750,000
9,659	\$86,931,000

¹ PTOS spending includes direct costs, design and engineering costs, contractor fees and all other soft costs, and a 3% annual cost adjustment. The dollar amount shown in the table above represents \$9,000 per unit.

PTOS TIMING

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

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



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



COMMUNITY IDENTIFIERS & MONUMENTATION



PUBLIC ART STRUCTURE

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

ENTRANCE GATEWAY

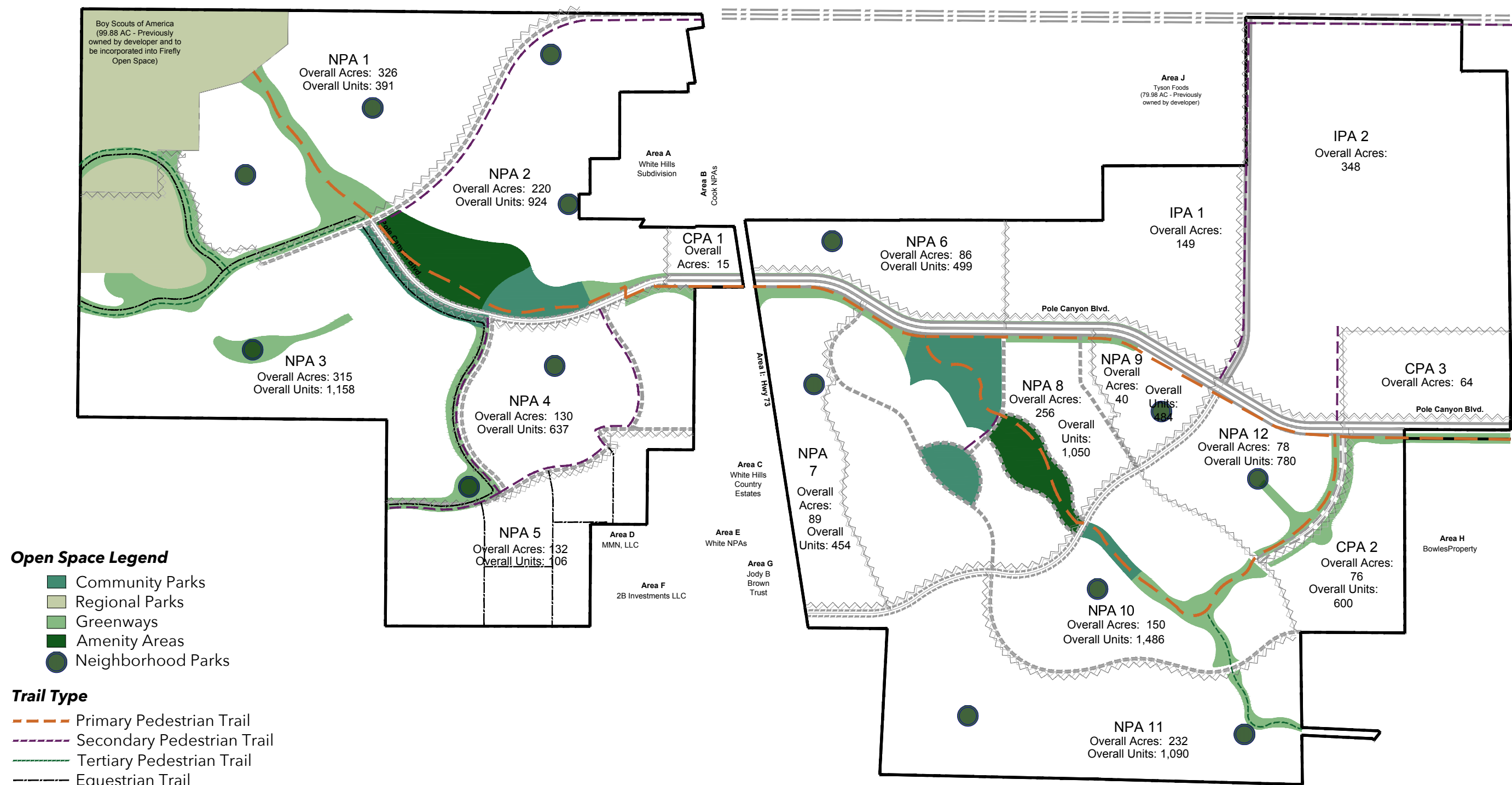
Much like the public art structure, the entrance gateway monument over the entrance serves as a branded structure that welcomes residents and visitors, showcases the quality of the community, and represents a physical boundary. The overall height will not exceed 45', and the total width of the monument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



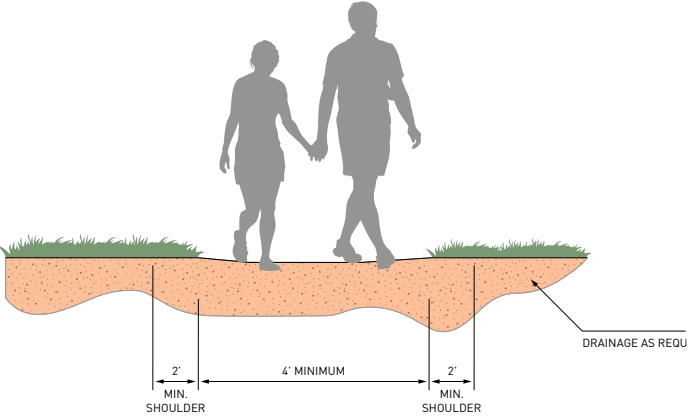
NOTE: Images shown on this page are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.



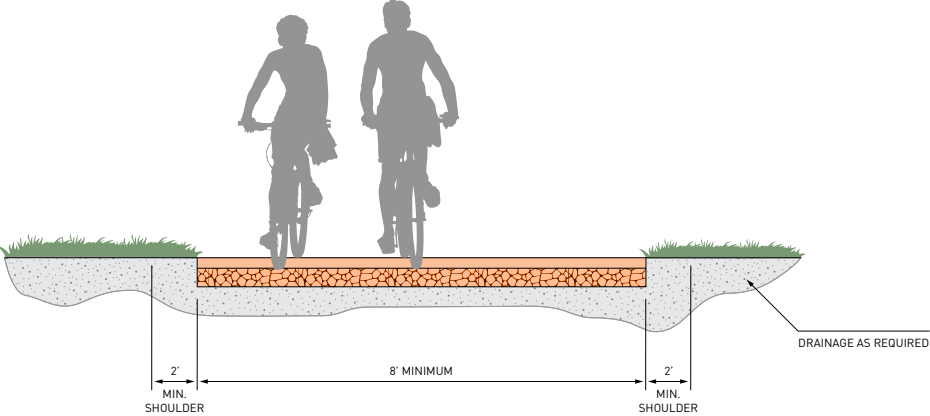
PARKS, TRAILS & OPEN SPACE EXHIBIT



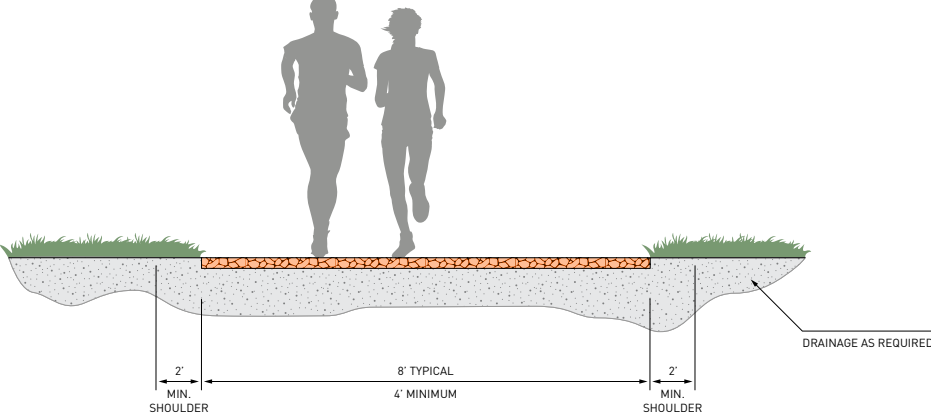
TYPICAL TRAIL SECTION EXHIBIT



Dirt Trail



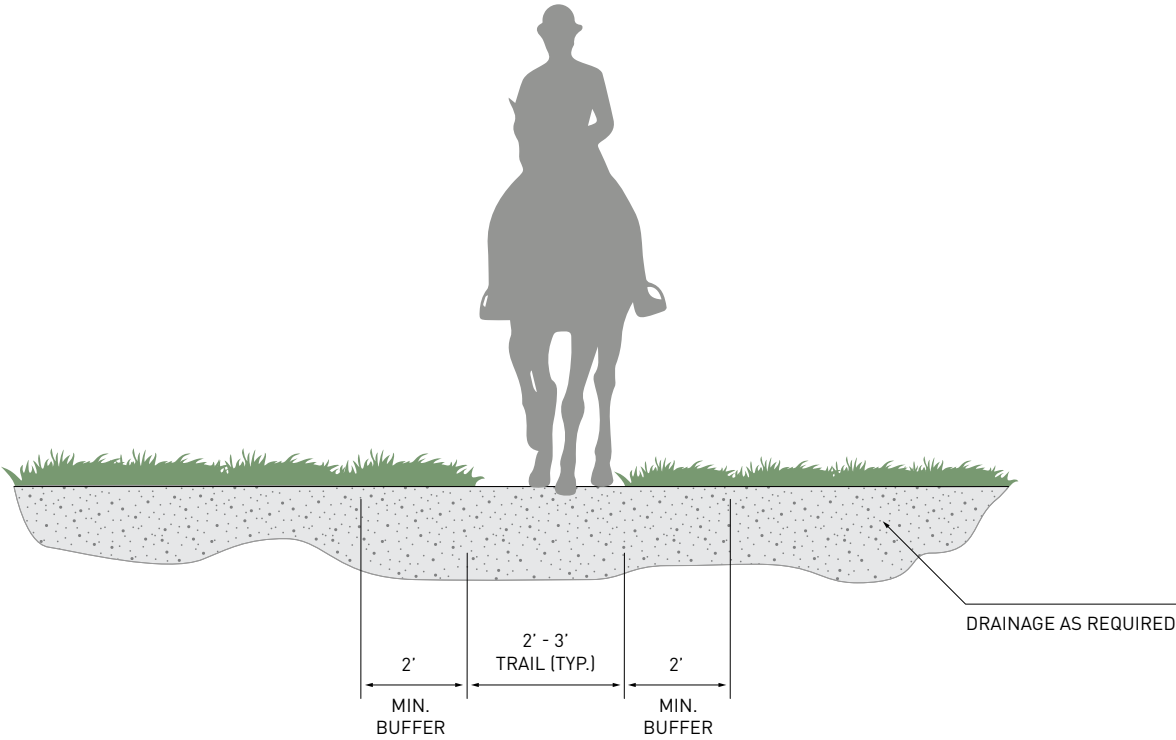
Asphalt Trail
3" Asphalt / 6" Base



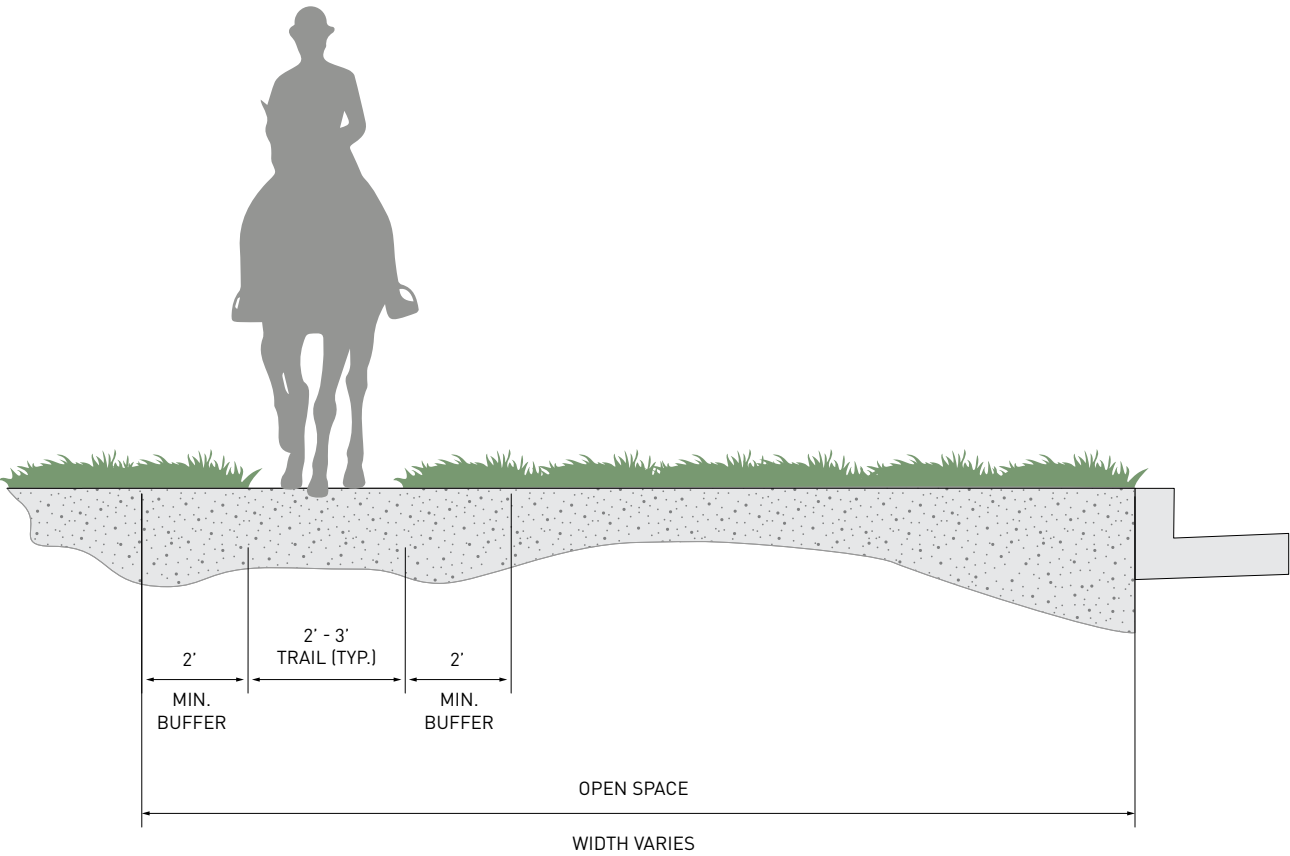
Unpaved Trail

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

EQUESTRIAN TRAIL SECTION EXHIBIT



Off-Road Equestrian Trail



Roadway Equestrian Trail

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

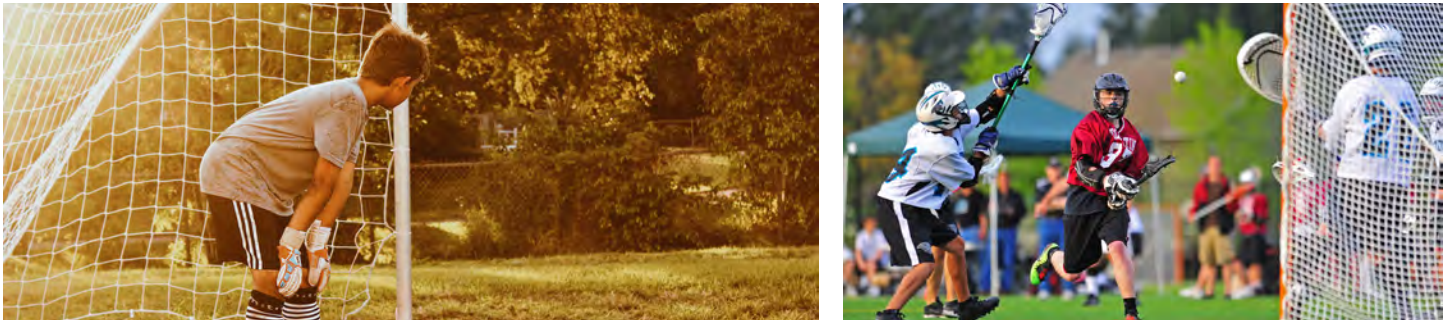
PROPOSED PARKS A, B, AND C



A—COMMUNITY PARK



A—COMMUNITY PARK EXAMPLES



NOTE:

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

B—AMENITY AREA

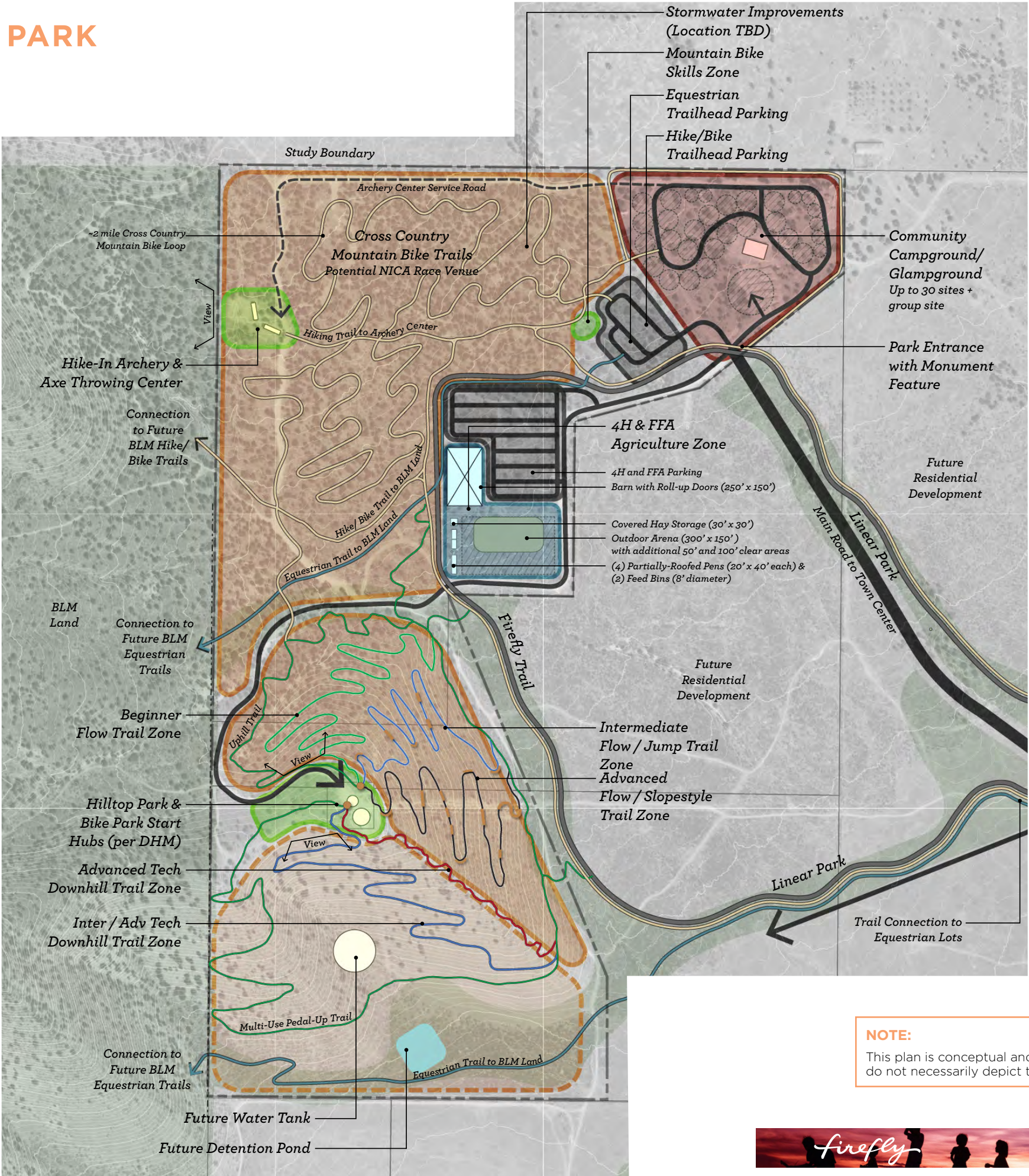


B—AMENITY AREA EXAMPLES



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

C—REGIONAL PARK



Legend

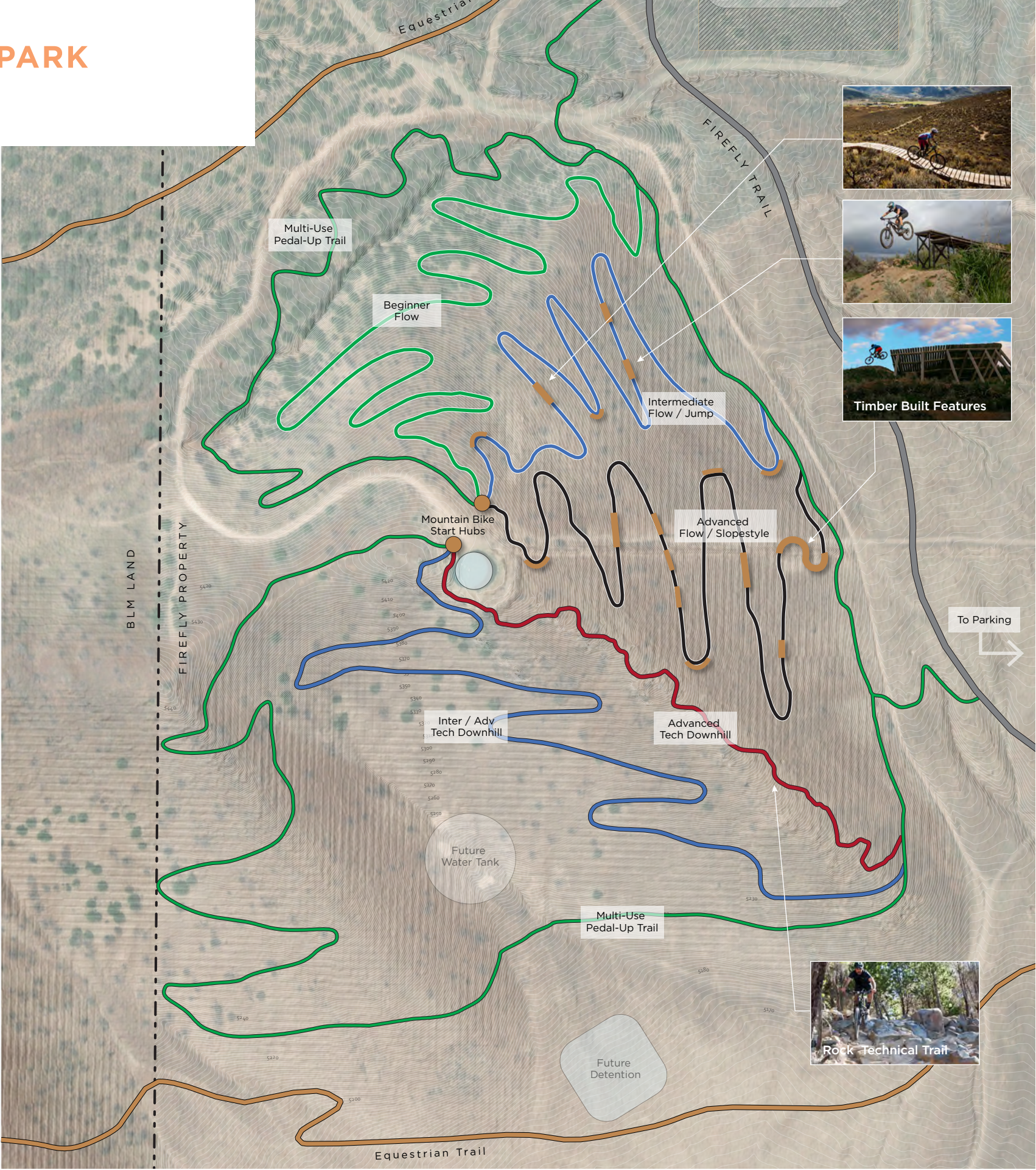
Passive Recreation & Trails Zone	Road
Active Recreation Zone	Service Road
Campground Zone	Shared Use Path
Parking	Multi-use Trail
Agriculture Zone	Equestrian Trail
Parks and Public Land	Directional
Study Boundary	Mountain Bike
	Trails by Difficulty
	Bike Features

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

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



C—REGIONAL PARK



LEGEND

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

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



C—REGIONAL PARK (HILLTOP DETAIL)



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

C—REGIONAL PARK EXAMPLES



NOTE:

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

ENTRANCE FEATURES / MONUMENT SIGNAGE

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

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

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

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



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

COMMUNITY WAYFINDING SIGNS

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

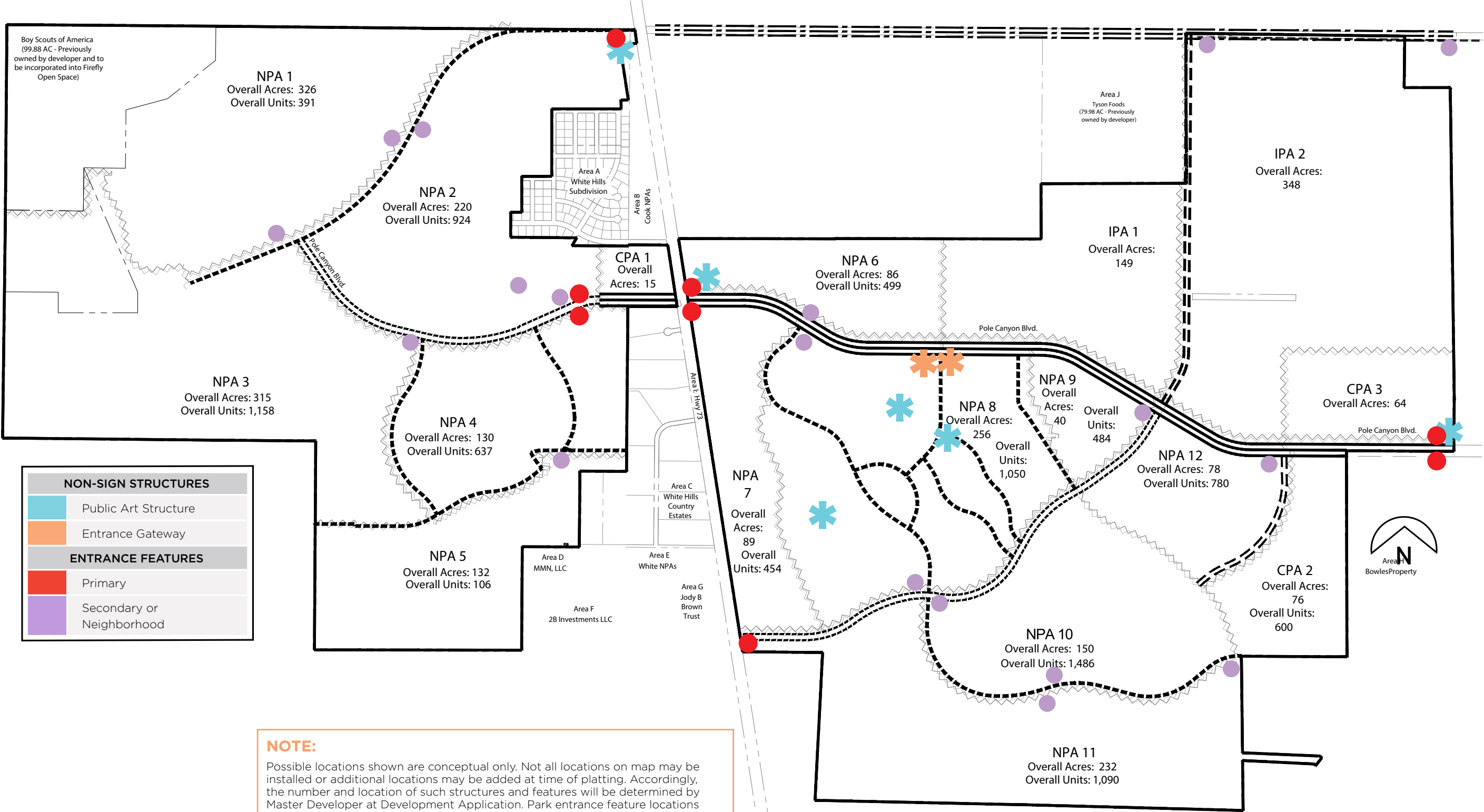


NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

TRAIL SIGNAGE

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

MONUMENTATION PLAN



LANDSCAPING PHILOSOPHY

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

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

Streetscapes

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

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

General Street Tree Standards

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

LANDSCAPE WATER EFFICIENCY STANDARDS

Purpose

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

Applicability

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



Outdoor Landscaping Standards

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

Definitions

1. **Active Recreation Areas**—Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sport fields and play areas).
2. **Front Yard**—A yard extending across the full width of the lot, the depth of which is the shortest distance between the main building and the front lot line. See Figure 1.
3. **Hardscape**—Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
4. **Lawn**—Ground that is covered with grass or turf that is regularly mowed.
5. **Mulch**—Any material such as rock, bark, compost, wood chips, or other materials left loose and applied to the soil.
6. **Nonfunctional Turf**—An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.
7. **Park Strip**—A typically narrow landscaped area located between the back-of-curb and sidewalk.
8. **Paths**—Designed routes between landscape areas and features.
9. **Planting Bed**—Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
10. **Rear Yard**—A yard extending across the full width of the lot and more or less opposite to the front lot line. The depth of the rear yard is the shortest distance between the rear of the main building and the rear lot line. See Figure 1.
11. **Side Yard**—A yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. On corner lots, the side yard adjacent to a street shall extend from the front yard setback to the rear lot line. The width of the required side setback shall be the shortest distance between the side of the main building and the side lot line. See Figure 1.
12. **Total Landscaped Area**—Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

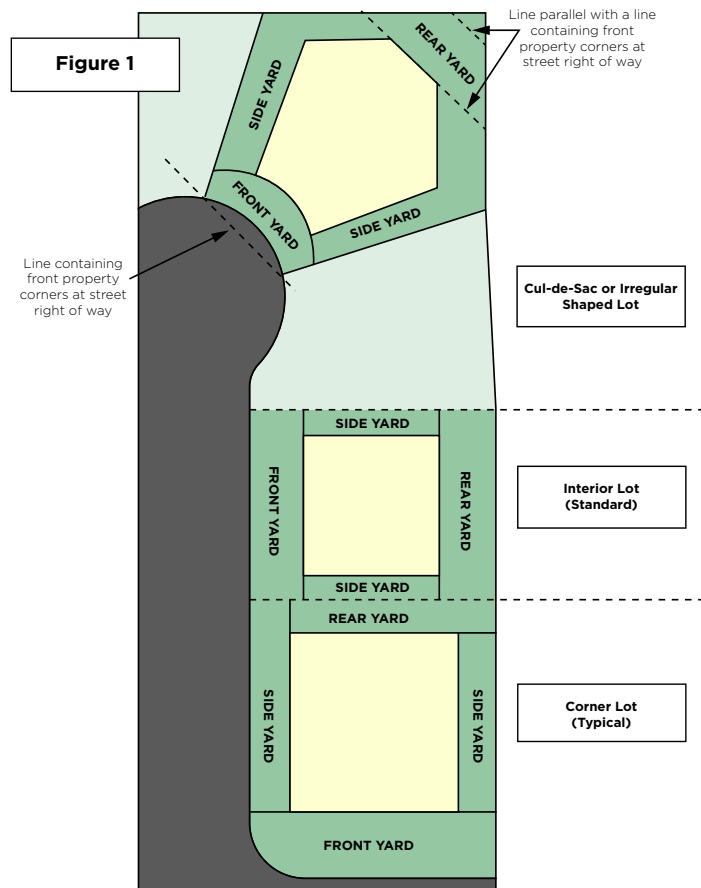
Landscaping Requirements

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



2. Nonfunctional turf to be used sparingly.
3. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
4. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
5. At least 3-4 inches of mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping. ARC approved materials shall be used in areas located within a public right-of-way.
6. The following requirements shall apply to single-family residential properties.
 - a. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% (4:1 grade) or be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
 - b. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.
 - i. Single-family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yards is twice as large or greater as the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped area in the front and side yards.
 - ii. Residential lots that have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements in section i, are exempt from the 8 feet minimum width lawn area requirement.
 - c. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies. Park strips are excluded.
7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 30% of the total landscaped area, outside of active recreation areas.
8. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the landscaping requirements (see paragraph 6, above). Applications to receive exceptions are to be considered on a case-by-case basis by the ARC.
9. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.





EXAMPLES OF LANDSCAPING



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

EXAMPLES OF COMMUNITY CONNECTIVITY



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

EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



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

04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

Master Owners Association

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

Firefly ARC

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

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



SINGLE-FAMILY TYPES

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

SINGLE-FAMILY STANDARDS

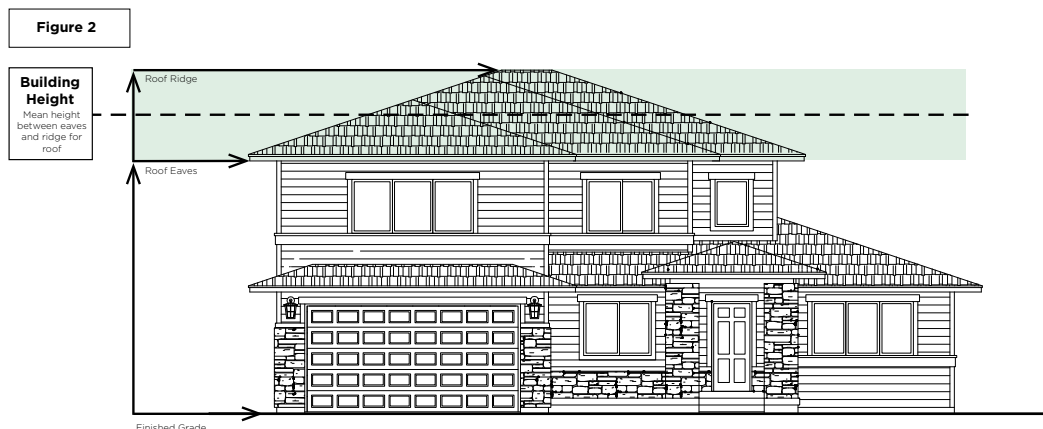
SINGLE-FAMILY DETACHED*								
Type of Lot	Front	Garage	Rear	Side	Corner	Minimum Lot Width ¹	Minimum Lot Size	Maximum Building Height ²
Agriculture	25'	25'	35'	10'/30'	25'	90'	21,780 sf	35'
Standard A	25'	25'	25'	10'/10'	15'	85'	10,890 sf	35'
Standard B	15'	22'	20'	8'/10'	15'	80'	8,000 sf	35'
Standard C	15'	22'	20'	5'/8'	15'	48'	4,500 sf	35'
Alley Load	10'	22'	5'	5'/5'	15'	40'	4,200 sf	35'
Shared Drive	10'	22'	10'	5'/8'	15'	40'	No Min. ⁴	35'
Cottage	15'	22'	10'	5'/5'	15'	40'	3,600 sf	35'

ACCESSORY BUILDINGS			
Type of Building	Rear	Side	Maximum Building Height ²
Barns	5'	5'	35'
ADU ³	5'	5'	35'

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

Reference Notes

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design. See page 4-09.
2. Building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the highest point of the coping of a flat roof or the deck line of a mansard roof.

If a home has a walkout or garden-level basement, the building height shall be determined by calculating the average of the highest finished grade and the lowest finish grade as measured along the front of the structure.

3. The living space of a detached ADU must be a minimum of 400 square feet and may not exceed 50% of the primary home's footprint including the garage, up to a maximum of 1,200 square feet. An ADU may be part of a larger barn structure that may exceed 50% of the primary home's footprint, and/or be larger than 1,200 square feet.
4. There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

SINGLE-FAMILY DEVELOPMENT STANDARDS

General Standards

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

Roof Pitch

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

Parking Standards

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

Fencing

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

Architectural Relief

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



EXAMPLES OF SINGLE-FAMILY HOME DESIGNS



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



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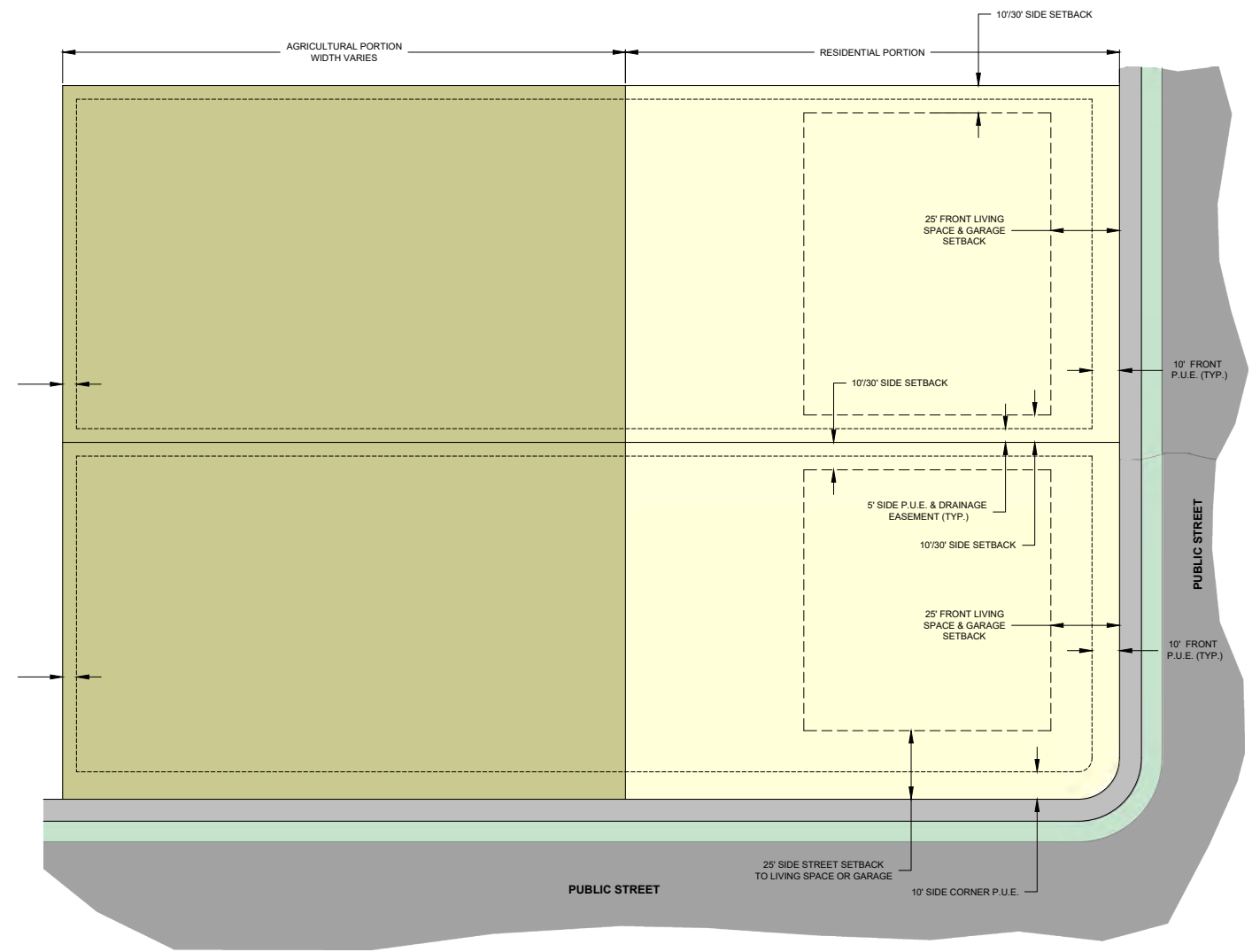


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SINGLE-FAMILY SETBACK EXHIBIT

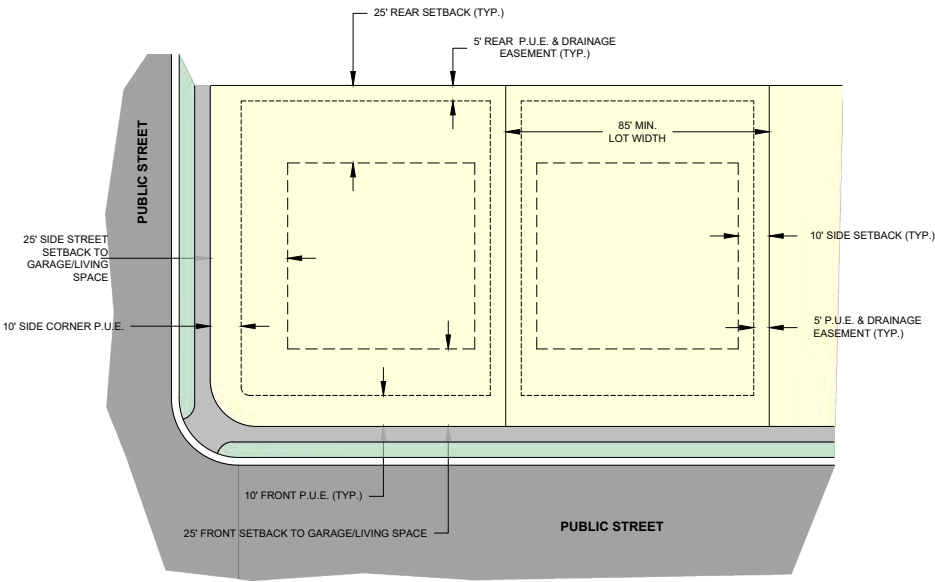
Agriculture Lot



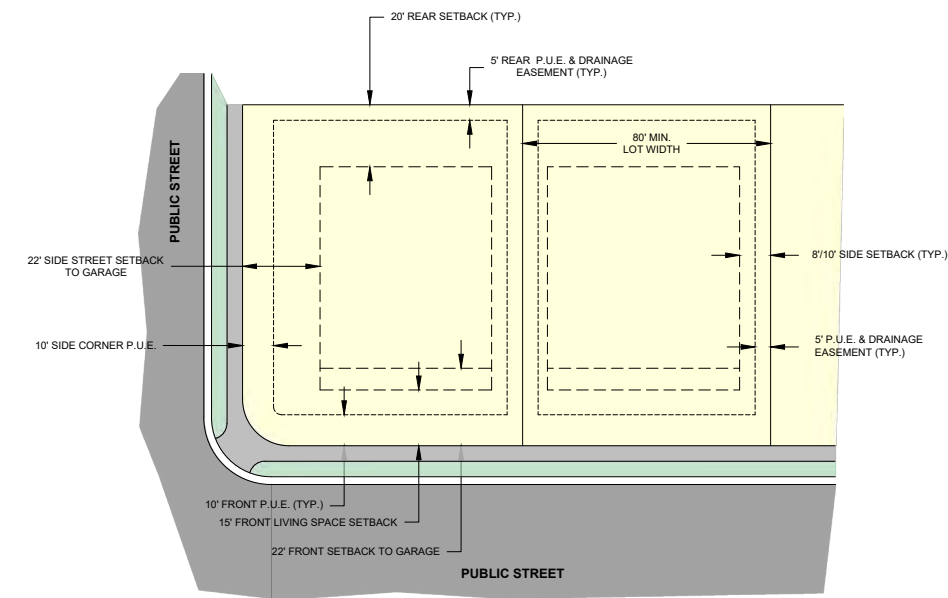
AGRICULTURAL LOT

NOTE:

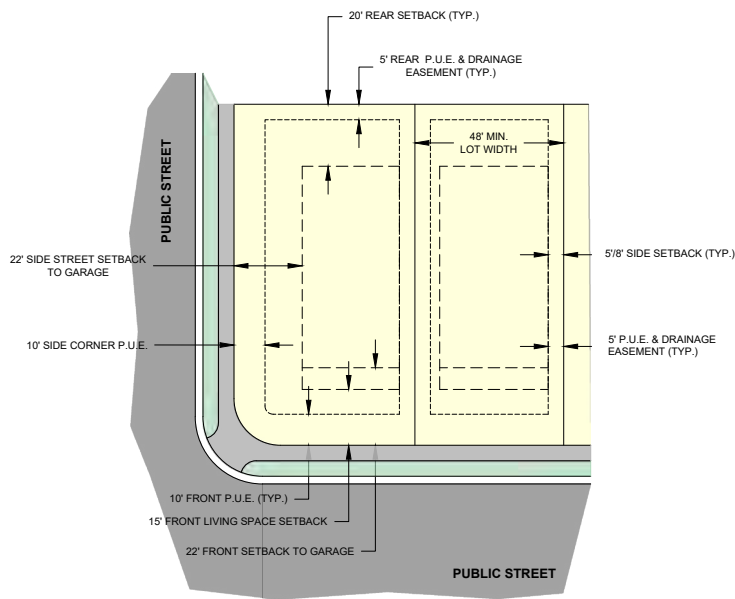
1. Structures or corrals housing animals: 50' from neighboring residences.
2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.



Standard "A" Lot



Standard "B" Lot

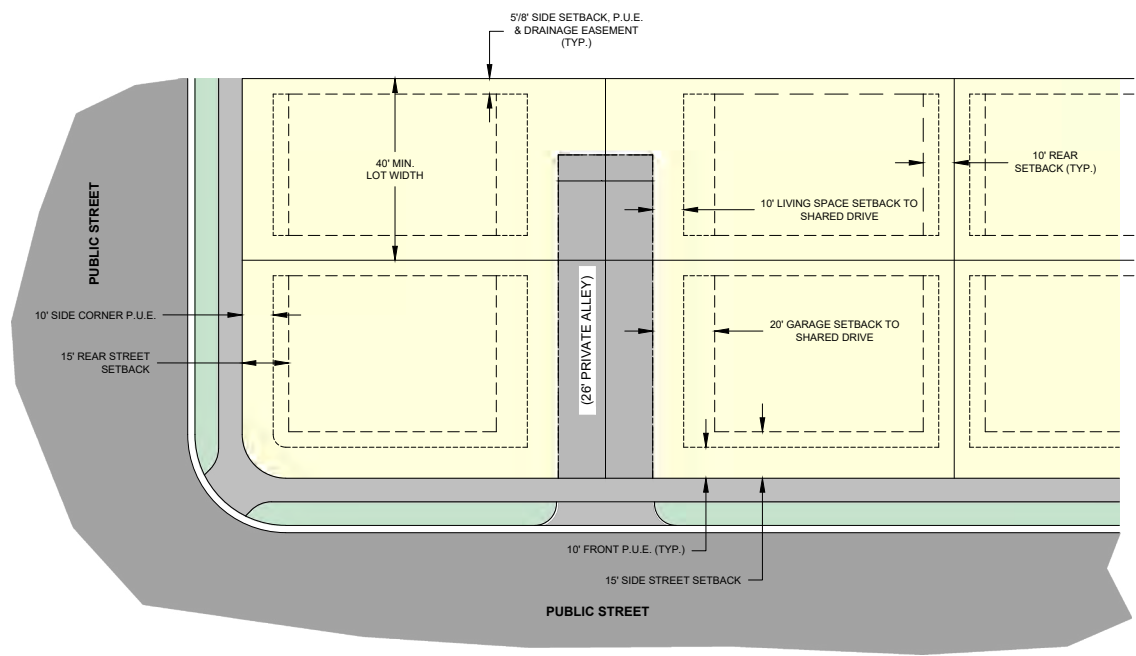


Standard "C" Lot

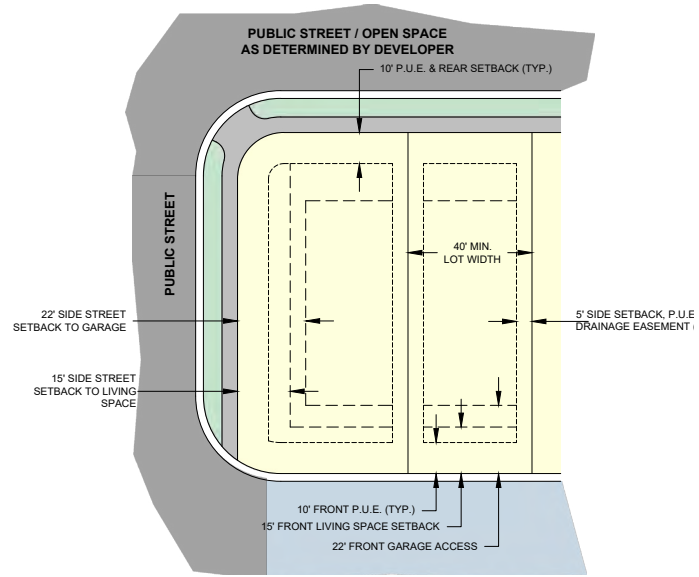


SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

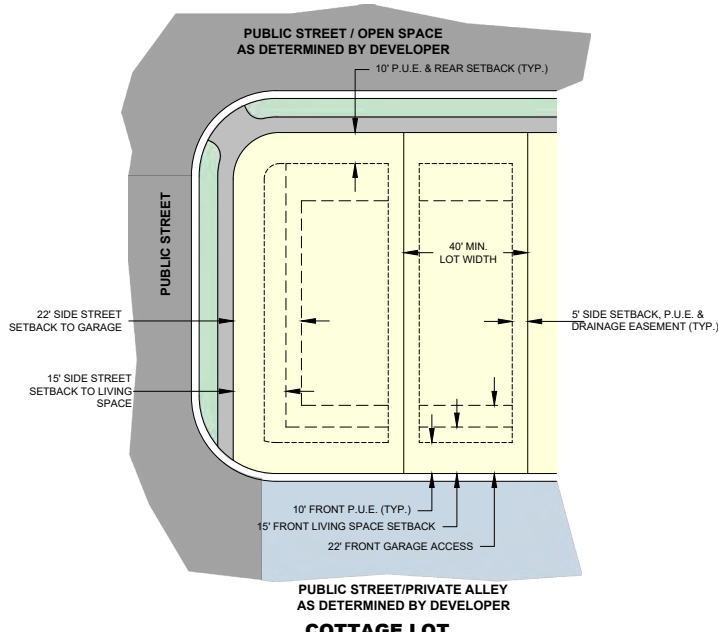
Shared Drive



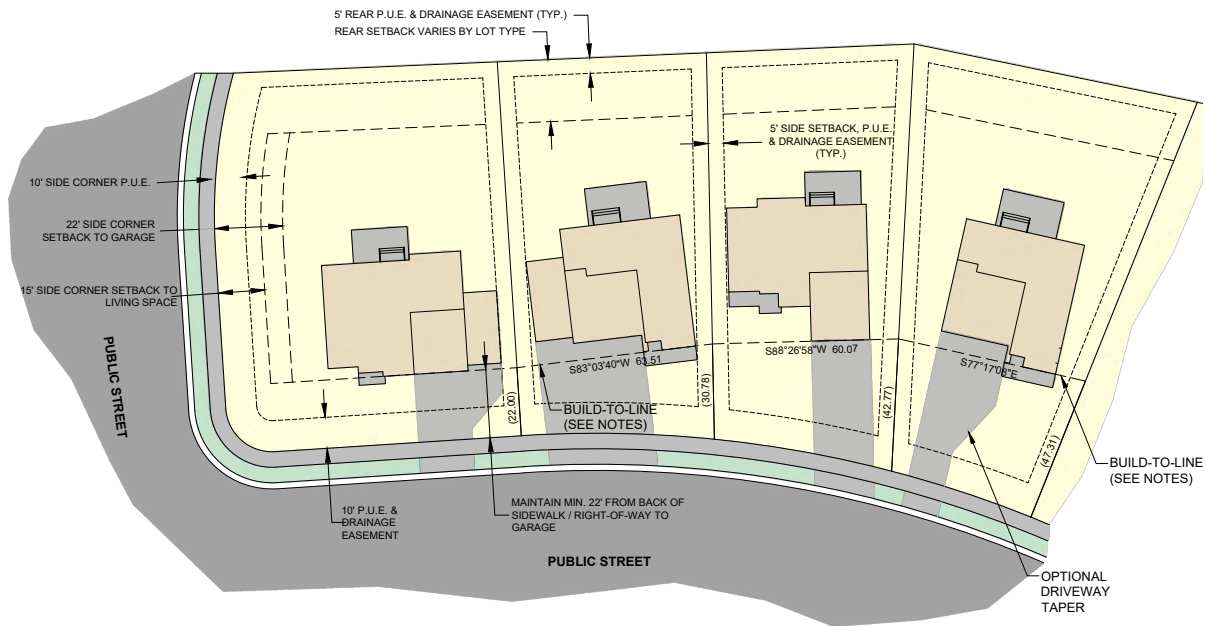
Alley Load



Cottage



Curvilinear / Coving



NOTE:

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



MULTI-FAMILY TYPES

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

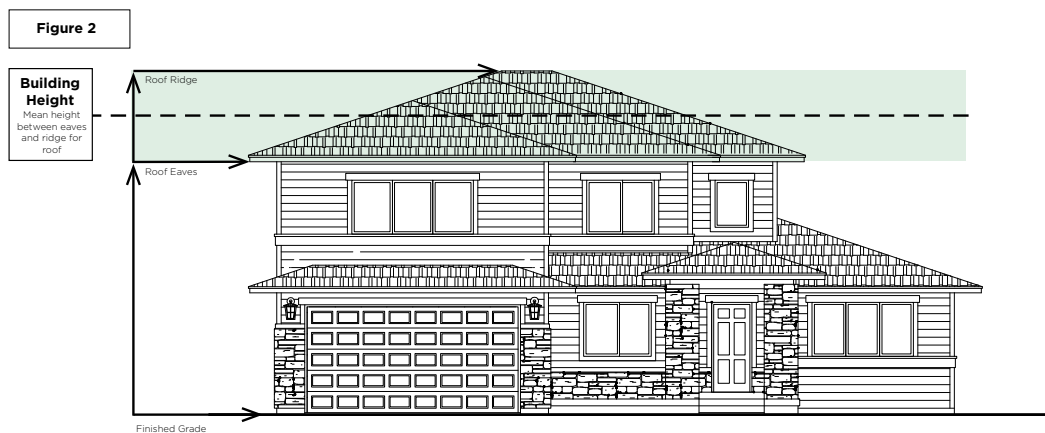
MULTI-FAMILY STANDARDS

MULTI-FAMILY*									
Type of Lot	Front	Garage	Rear	Rear Building Spacing	Side	Side Building Spacing	Corner	Max. Building Height ¹	Max. Units Per Building
Twin Home	15'	22'	10'	20'	5'/5'	10'	15'	35'	N/A
Front-Load Townhome	15'	22'	10'	20'	15'	15'	15'	40'	N/A
Rear-Load Townhome	10'	3'	3'	30'	15'	15'	15'	40'	N/A
Apartment / Condominium	10'	5'	15'	30'	15'	15'	15'	55'	50

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

Reference Note

1. Building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the highest point of the coping of a flat roof or the deck line of a mansard roof.

If a home has a walkout or garden-level basement, the building height shall be determined by calculating the average of the highest finished grade and the lowest finish grade as measured along the front of the structure.



TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

Roof Pitch

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

Minimum Lot Area

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

Parking Standards

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

Fencing

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

Exterior Materials

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

Roof Type

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

Architectural Relief

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

Building Size

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



PTOS

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

EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS



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

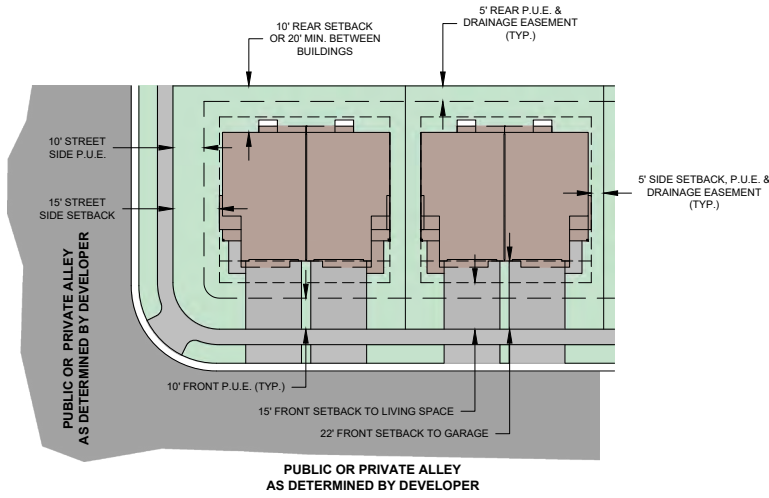




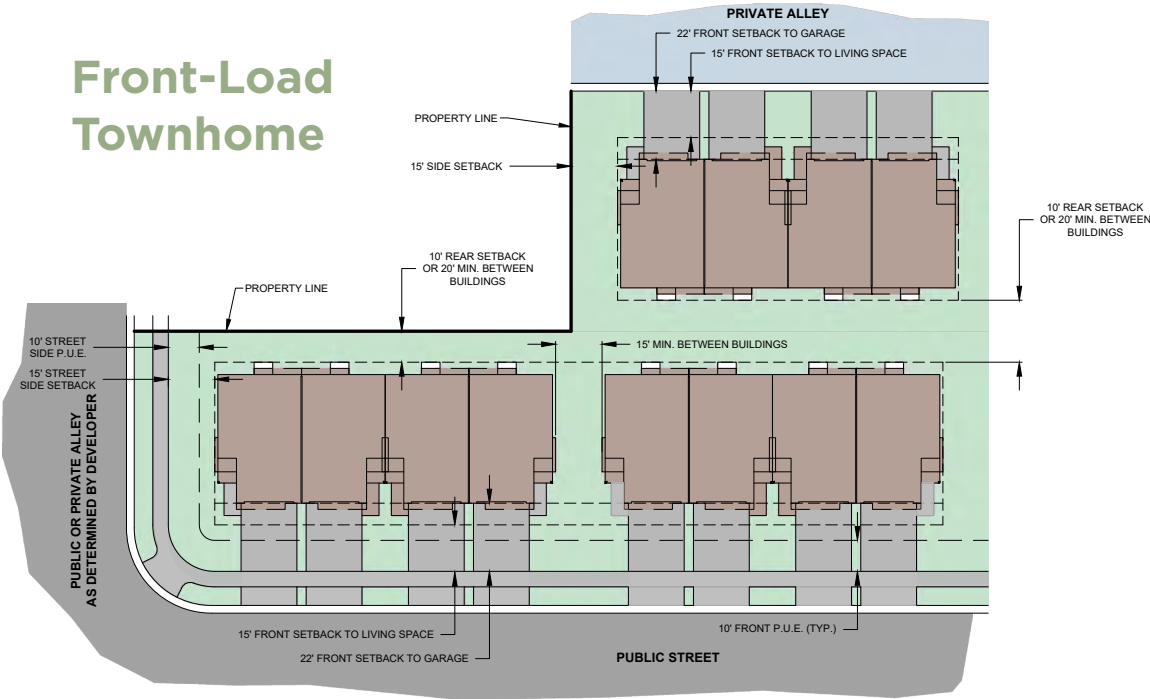
NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

TWIN HOME & TOWNHOME SETBACK EXHIBIT

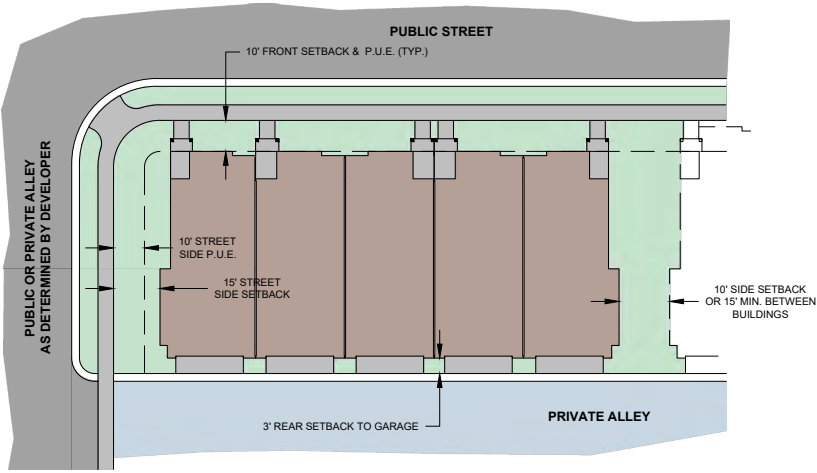
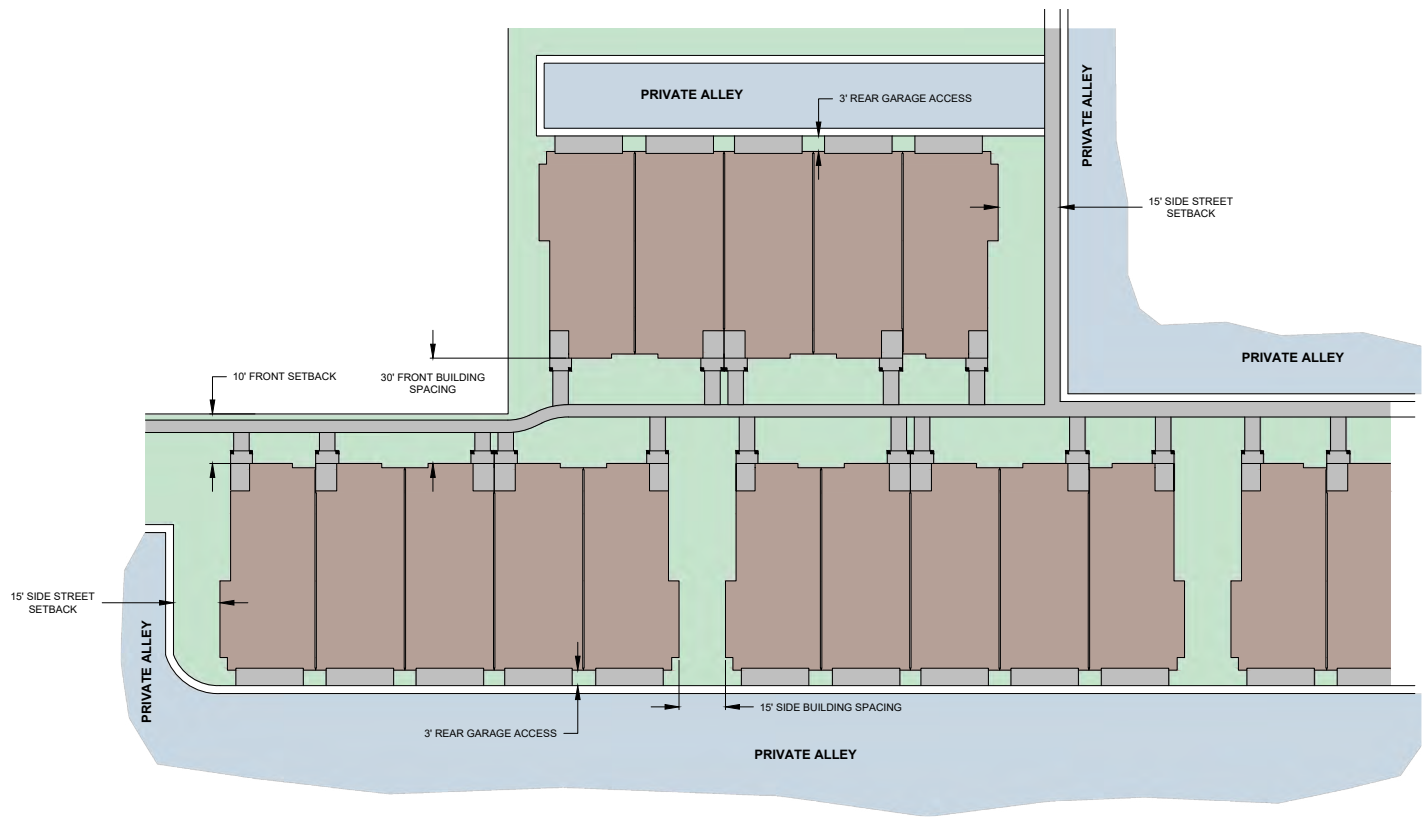
Twin Home



Front-Load Townhome



Rear-Load Townhome



APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

Roof Pitch

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

Minimum Lot Area

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

Parking Standards

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

Fencing

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

Exterior Materials

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

Roof Type

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

Architectural Relief

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

PTOS

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



EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS



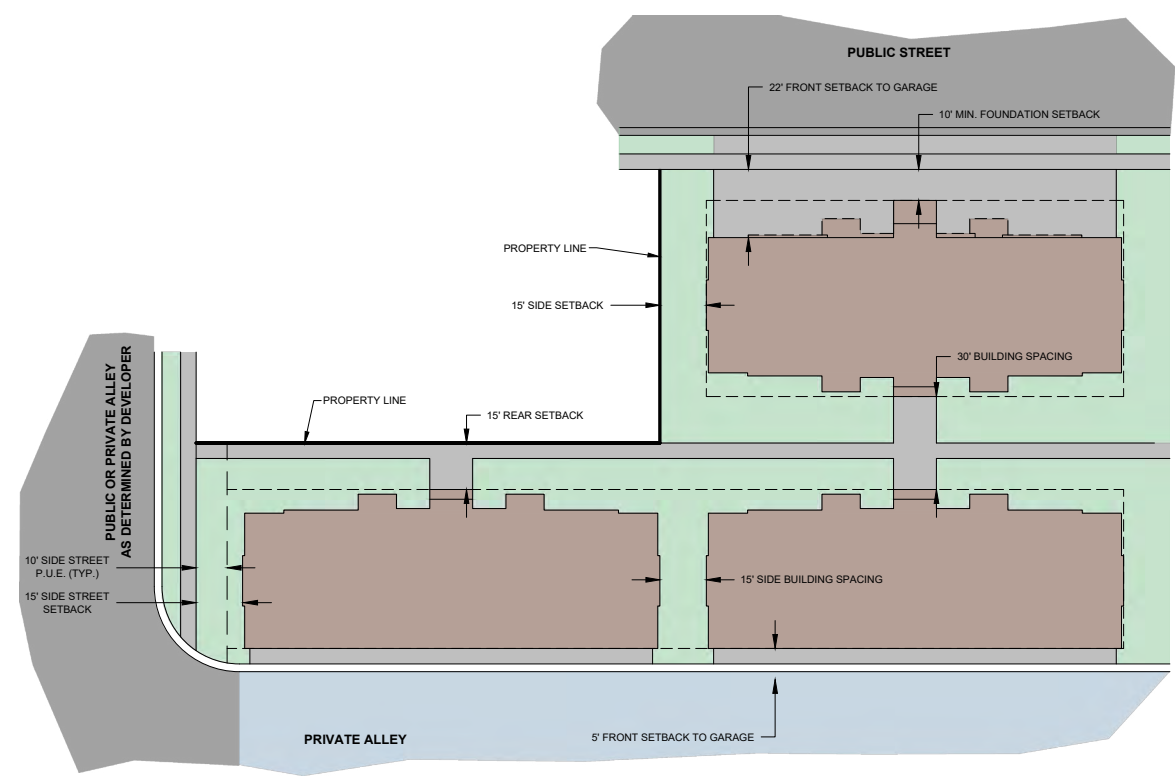
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APARTMENT & CONDOMINIUM SETBACK EXHIBIT

Apartment & Condominium Building



EXAMPLES OF RESIDENTIAL HOUSING



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EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

Typical Craftsman Design

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

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



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Typical Farmhouse Design

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

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



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Typical Scandinavian Design

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

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



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

Typical Prairie Design

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

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



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

Typical Utah Traditional Design

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

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



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

Typical Modern Design

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

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



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

SALES SIGNS

ON-PREMISE AND OFF-PREMISE TEMPORARY COMMUNITY SIGNS

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

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

BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

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

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



05 COMMERCIAL DEVELOPMENT STANDARDS

COMMERCIAL STANDARDS

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

BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

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

Exceptions to City's Vested Laws

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

Lot Width: No minimum lot width.

NEIGHBORHOOD COMMERCIAL WITHIN NPA AREAS

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



Exceptions to City's Vested Laws

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

Lot Width: No minimum lot width.

Building Height: Maximum height of 55 feet.

Building Size: No minimum or maximum requirement.

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

COMMERCIAL PLANNING AREAS (CPA)

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

Exceptions to City's Vested Laws

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

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

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

Building Size: No requirements.

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



EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS



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

PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

The following table lists the permitted (P) and conditional (C) uses for CPA, IPA, and NPA commercial areas located in Firefly. However, final approval of a use and final design, will come from the ARC. If a use is not listed but is similar in nature and impact to a use permitted within a certain area, the ARC may interpret the use as being permitted.

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



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



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



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



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



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



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



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

* Permitted in NPA 12

CONTINUING USE RESTRICTION

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

COMMERCIAL/BUSINESS PARK SIGNS

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

MONUMENT SIGNS IN COMMERCIAL AREAS

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



PYLON & PEDESTAL SIGNS

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

WALL SIGNS

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



06 TRANSPORTATION

ROADWAY FACILITIES

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

The specific objectives of the document include:

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

Existing Transportation Corridors & Improvements

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

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

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

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



Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

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

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

Future City Transportation Corridors

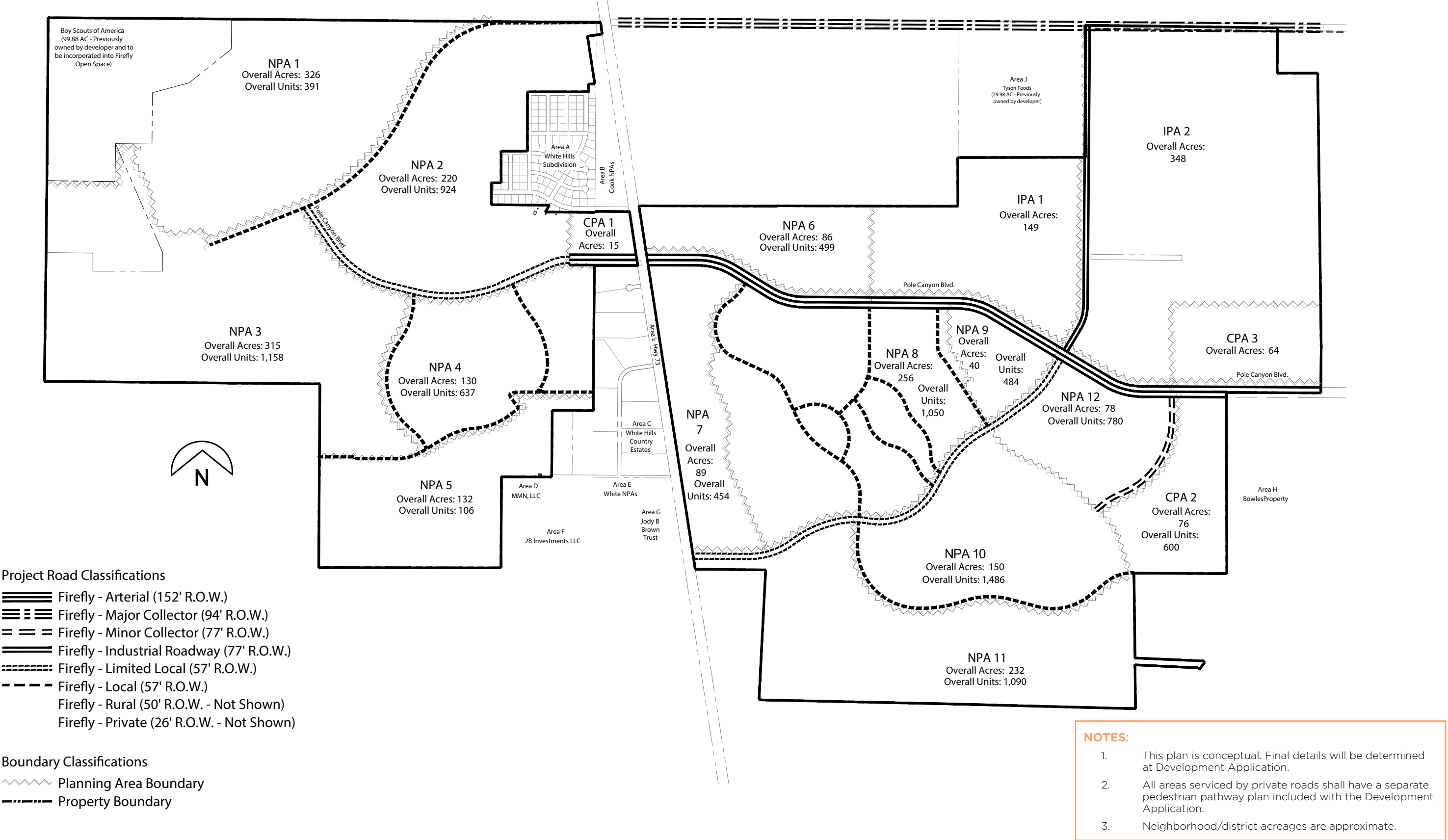
Utilizing the updated Land Use Master Plan, future key corridors have been identified for appropriate traffic flow within Firefly. Multiple points of ingress and egress have been planned throughout the overall development. A third connection to SR-73 is planned on the southern border of Firefly. As more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

Industrial Zone Area Road Standards

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



ROADWAY EXHIBIT



STREET SECTIONS

NOTE: Public/private determined by Master Developer.



A Utah Corporation -
**ENGINEERS
SURVEYORS
PLANNERS**

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office@lei-eng.com
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**POLE CANYON
EAGLE MOUNTAIN, UTAH**

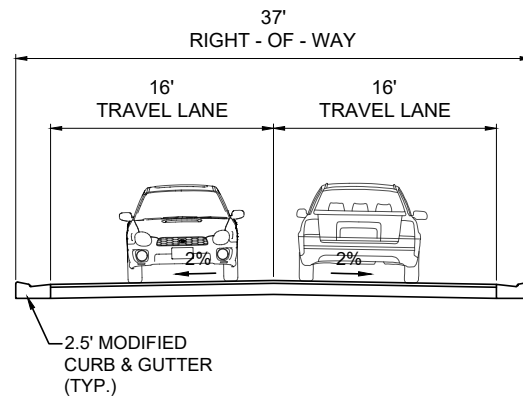
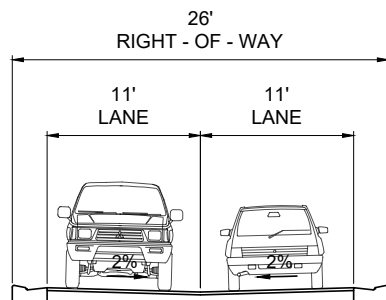
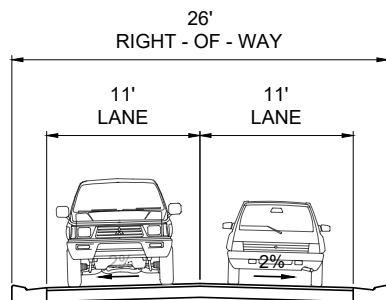
STREET SECTIONS

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

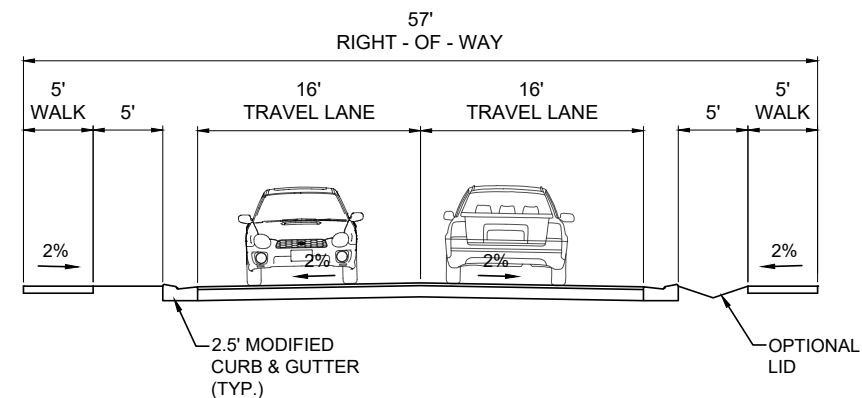
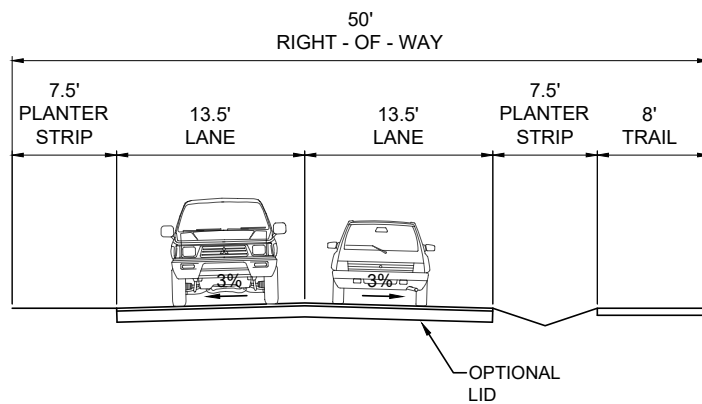
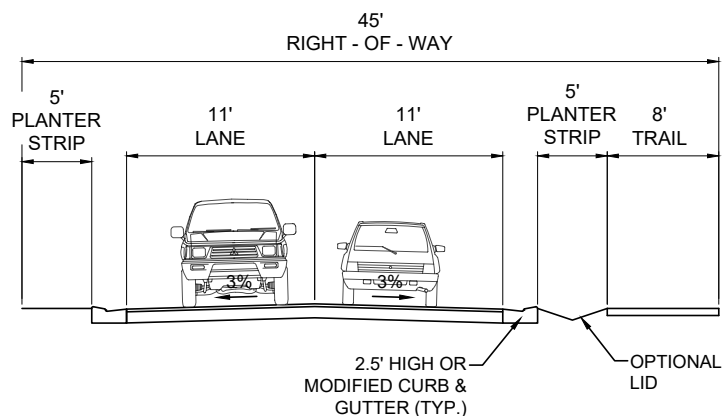
SHEET

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1 26' PRIVATE ALLEY SECTIONS

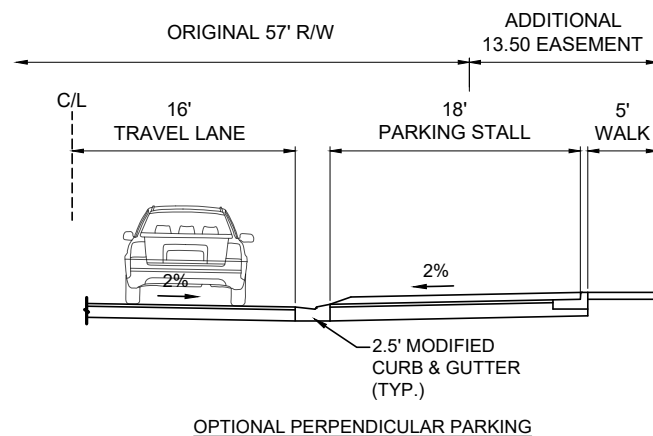
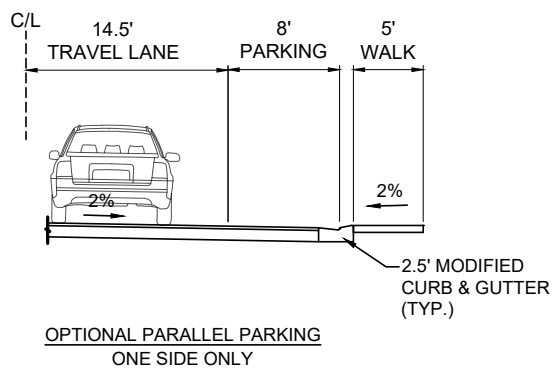
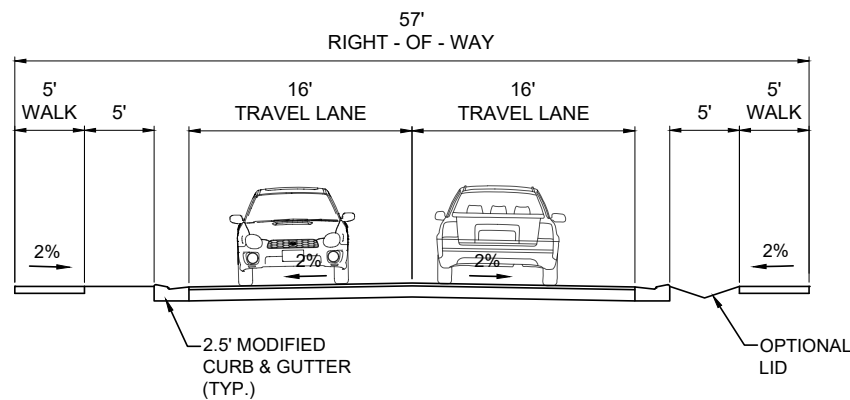
2 37' SUB-LOCAL SECTION (MULTI-FAMILY & LOCAL TO LOCAL CONNECTION)



3 45' RURAL SECTION (NPA-5)

3A 50' RURAL SECTION (NPA-5)

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



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

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NOTE: Public/private determined by Master Developer.



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POLE CANYON
EAGLE MOUNTAIN, UTAH

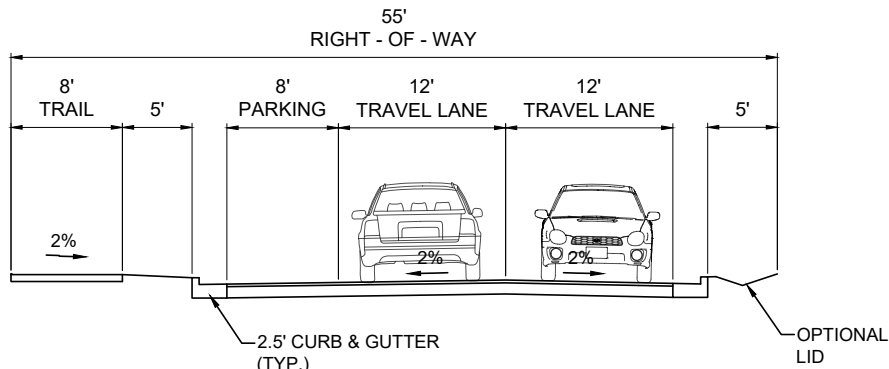
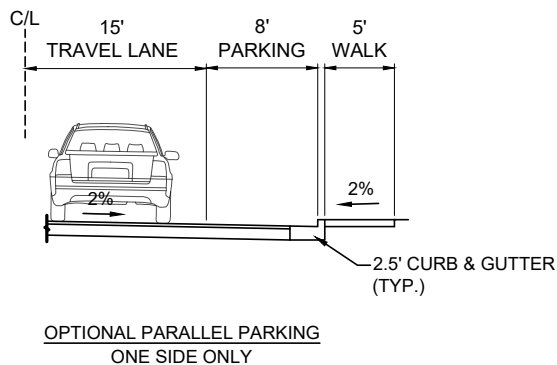
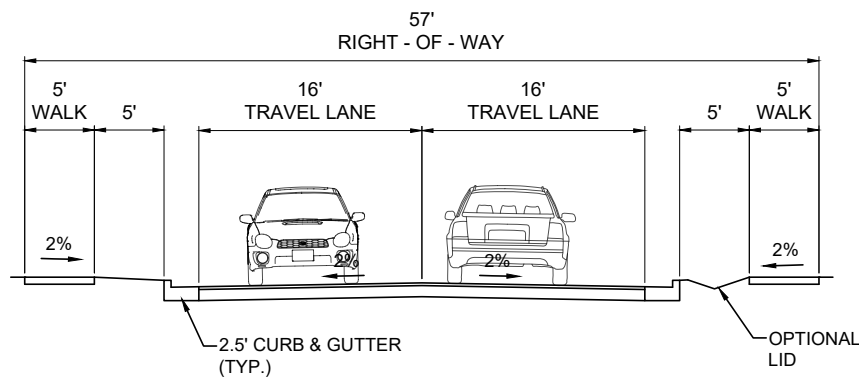
STREET SECTIONS

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

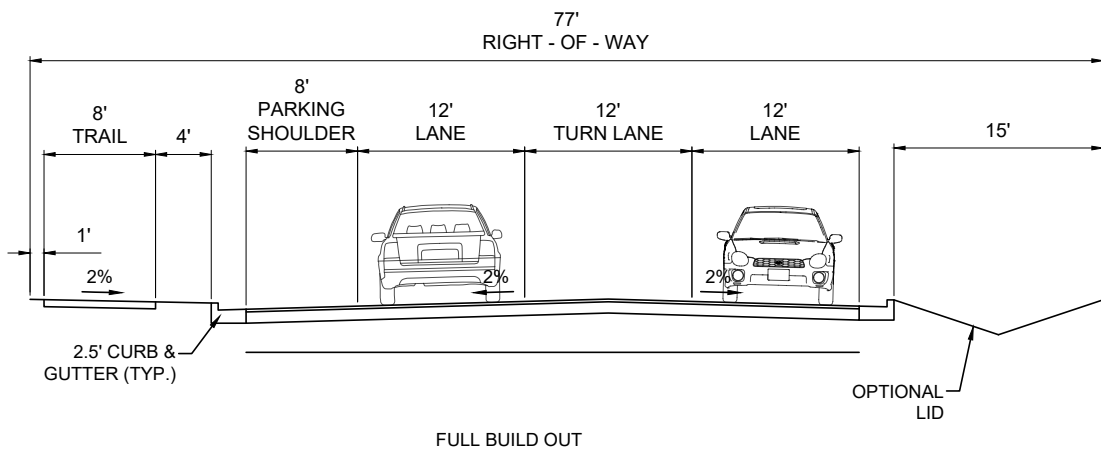
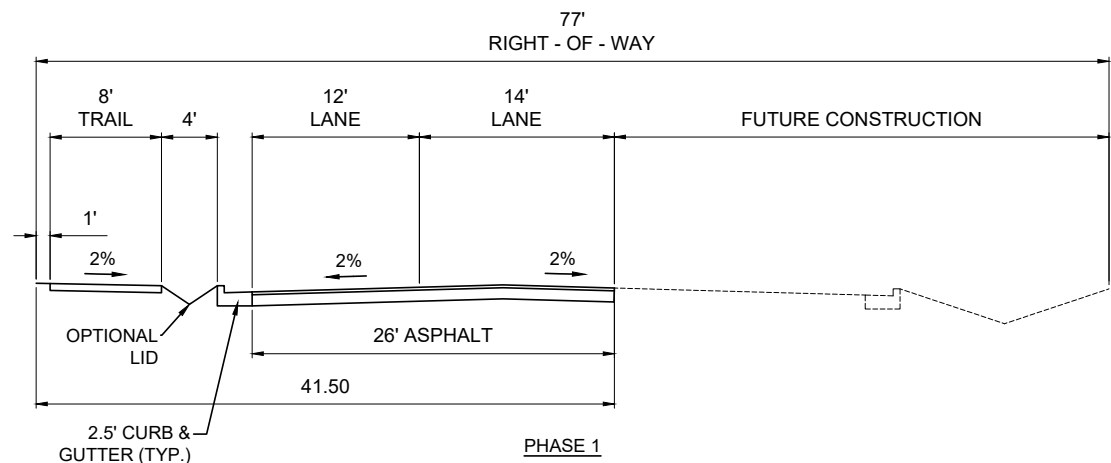
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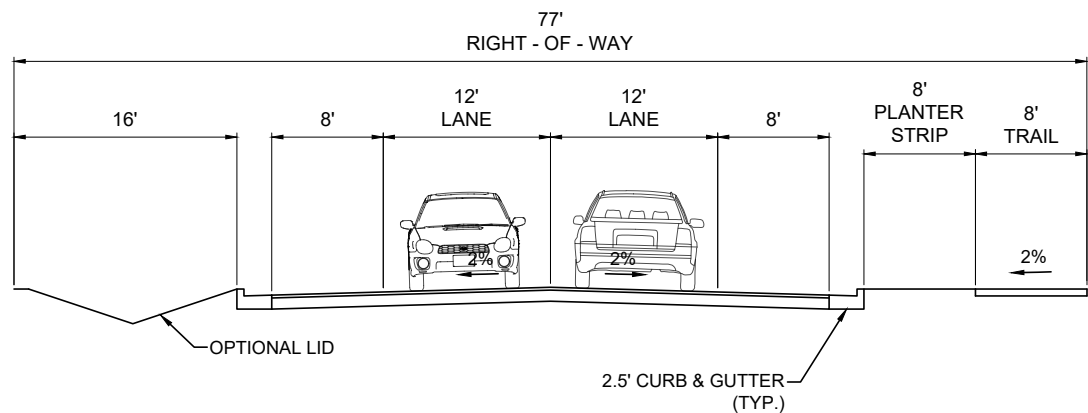


5 57' LIMITED LOCAL SECTION

6 55' INDUSTRIAL SECTION



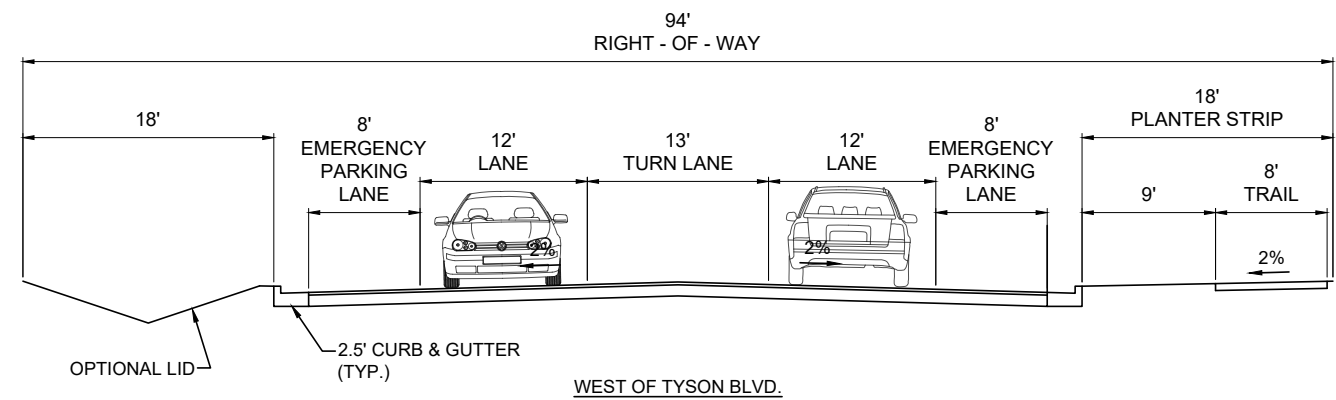
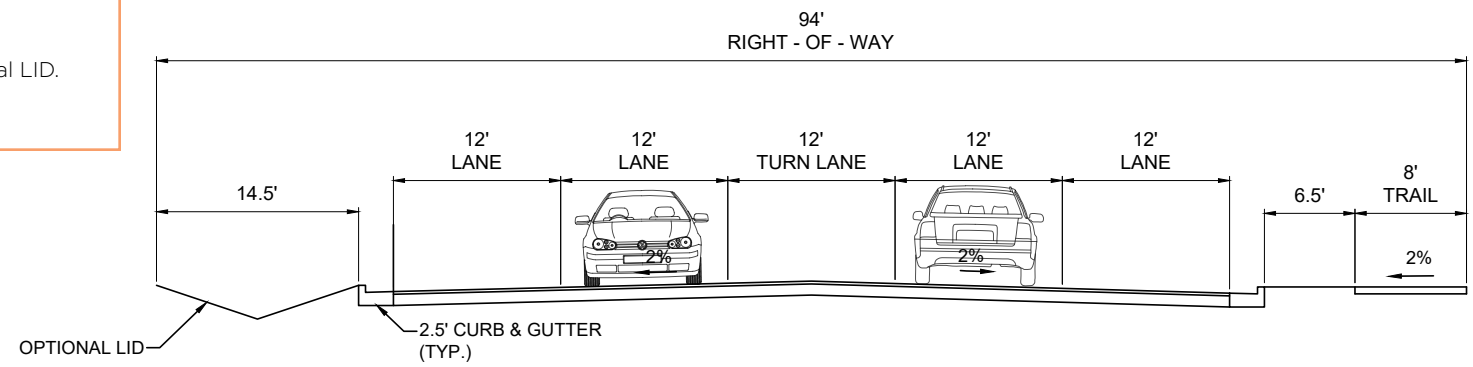
7 77' INDUSTRIAL SECTIONS



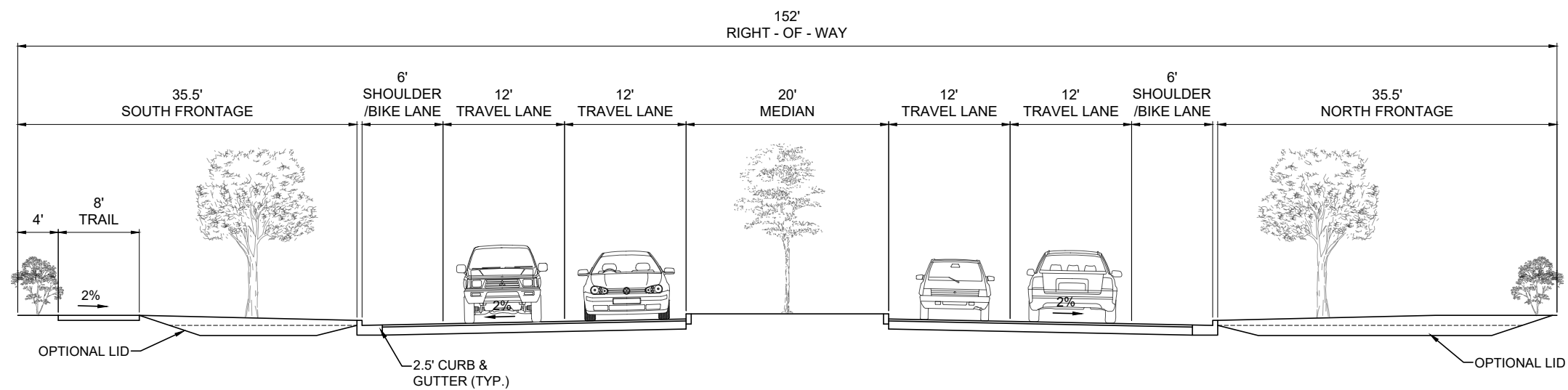
8 77' MINOR COLLECTOR SECTION



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



9 94' MAJOR COLLECTOR SECTIONS



10 152' ARTERIAL SECTION

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



firefly



A **DAI** Community

STANDARDS & TECHNICAL GUIDELINES

A. CONSTRUCTION INSPECTION

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

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

B. WATER LINES

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

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

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

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



C. SEWER

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

City Code Chapter 15.45.050 – Manhole Bases

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

D. STORM DRAINS

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

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

City Code Chapter 15.50.050 – Sumps

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

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



E. ROADWAYS

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

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

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

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

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

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

F. DRY UTILITIES

Reference: City Code Chapter 15.10.200 – Underground Utilities

City Code Chapter 15.70.090 – Underground Distribution for New Subdivisions

City Code Chapter 13.15 – Power and Gas

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

G. LOT SIZE TRANSITIONING

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

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



H. GARAGES

- Reference:** Eagle Mountain City Code Chapter 17.25.050 C, Parking and Garage Dimensions
- Standards:** All 2-car garage sizes will be a minimum of 20' x 20' from the outside dimensions.
-

I. OUTDOOR LIGHTING

- Reference:** Eagle Mountain City Code Section 17.56, Outdoor Lighting Standards
- Standards:** Master Developer may elect to use outdoor lighting for public art structure, amenities, entrance signs, or other similar features that do not comply with the City's Outdoor Lighting Standards. Any deviations in outdoor lighting standards shall be altered only to the extent necessary to accomplish Master Developer's intent with regard to lighting the public art structures, amenities, entrance signs, or other similar features.
-

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

- Reference:** Eagle Mountain City Code Sections 16.35, 16.10, 16.30, 17.72, 17.25.050 L, and all other City standards or requirements regarding the design, construction, maintenance, or dedication of parks, trails, or open space.
- Standards:** Master Developer shall design, construct, and maintain PTOS within Firefly as established in the PTOS Plan of the Community Plan (Section 03). All other City standards and requirements regarding PTOS are otherwise waived as to Firefly and the only PTOS standards shall be as set forth in the PTOS Plan.
-



firefly Phase 1 — Community Park A

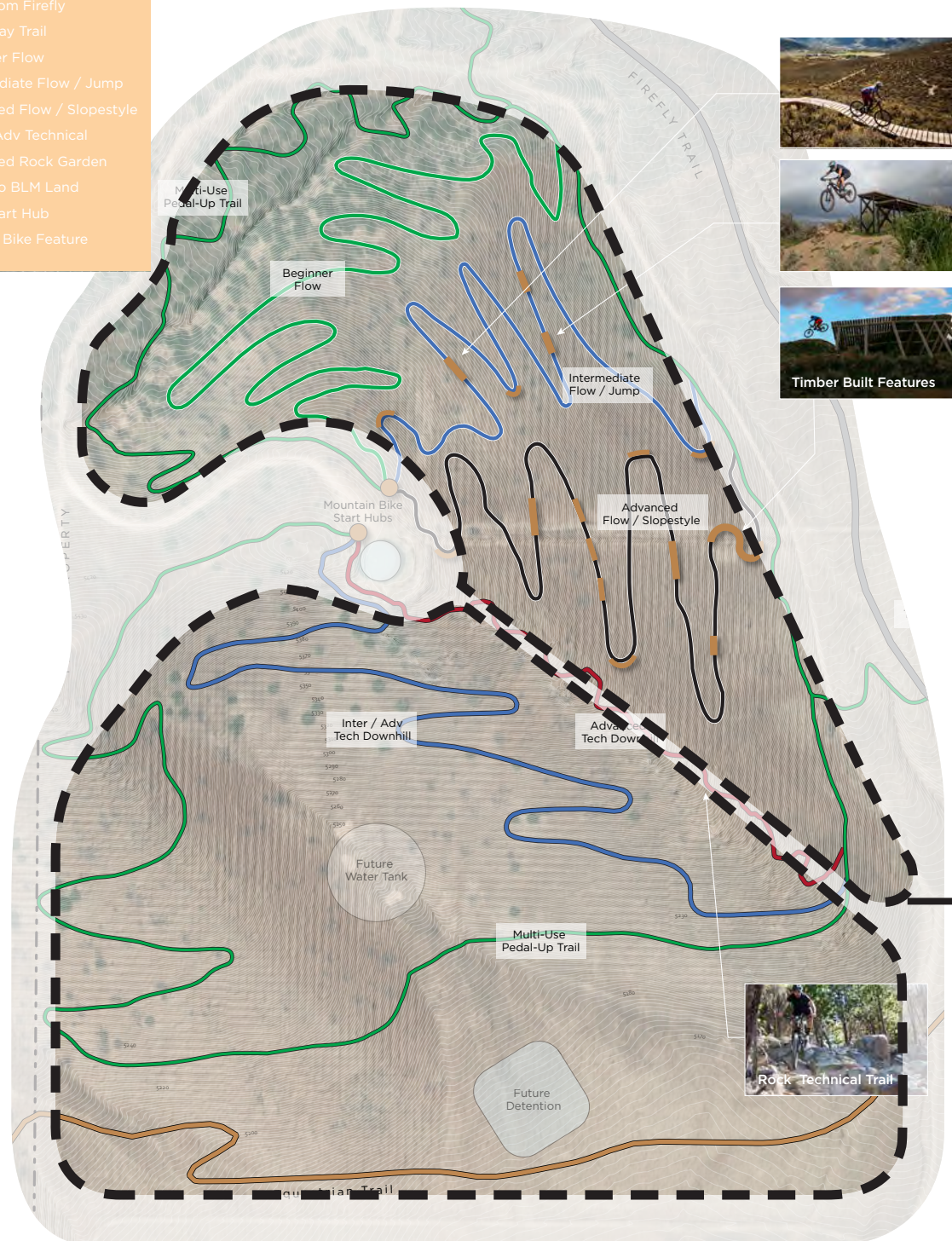


NOTE: This plan is conceptual and is subject to change as permitted herein.
Final details will be determined at Development Application.

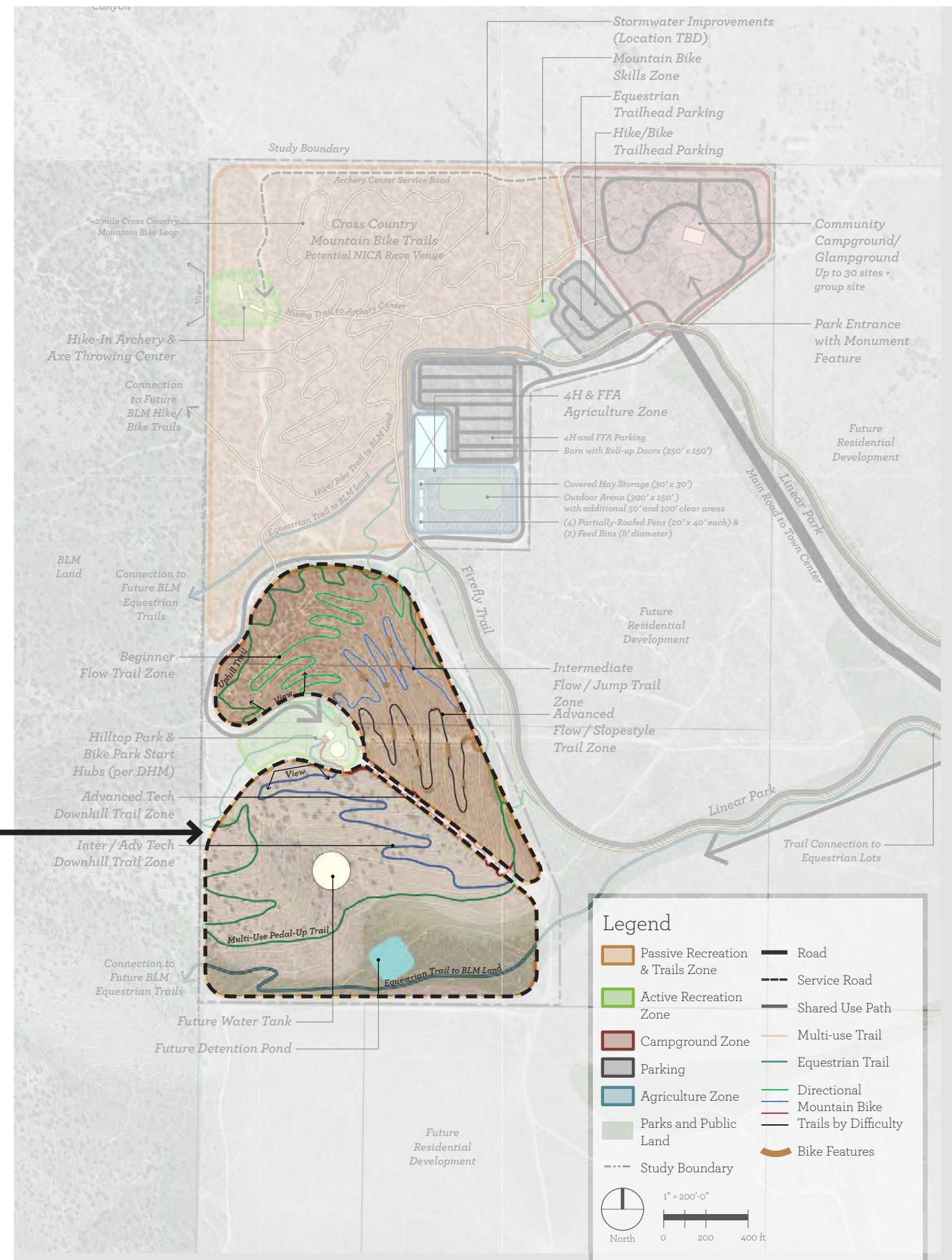
firefly Phase 1 — Regional Park C

LEGEND

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



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





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

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

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

Please see the Pole Canyon Master Development Plan Amendment staff report for details.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

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

RESOLUTION NO. R- -2023

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

PREAMBLE

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

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	Removal of a public recreation facility as part of the project, to which the City would have contributed significant funding.		
APPLICANT:	SK Hart (Khosrow Semnani)		
GENERAL PLAN DESIGNATION Neighborhood Residential One, Community Commercial, Parks and Open Space	CURRENT ZONE See Report	ACREAGE	COMMUNITY Porter's Crossing Town Center (in The Ranches)

PUBLIC HEARING:

Yes

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford, Deputy City Administrator & Community Development Director

RECOMMENDATION:

You may approve or deny the proposed applications, or you may table the applications to return at a future meeting with recommended changes. We recommend that you consider approving the proposed amendments to the General Plan Map, the proposed Rezone, and the Master Development Plan 4th Amendment.

The following applications require motions:

- General Plan Amendment
 - If a recommendation of approval, the Council may make the following motion: I move to approve an ordinance of Eagle Mountain City approving the proposed General Plan Amendment (*as proposed or with changes*).
- Rezone
 - If a recommendation of approval, the Council may make the following motion: I move to approve an ordinance of Eagle Mountain City approving the proposed Rezone (*as proposed or with changes*).
- Master Development Plan 4th Amendment

- If a recommendation of approval, the Council may make the following motion: I move to approve an ordinance of Eagle Mountain City approving the proposed 4th Amendment to the Porter's Crossing Town Center Master Development Plan *(with the following conditions of approval, or with additional conditions as well)*.
 - 1. Updated exhibits that comply with this approval must be provided to the City prior to signing the MDA amendment.

BACKGROUND:

The applicant has updated their plans following several rounds of feedback received from City Council members, and now requests approval of the various applications for this project.

The existing Porter's Crossing Town Center MDP & MDA and subsequent amendments included the contemplation of a recreation center, senior housing, an institutional use, commercial use, and apartments (in addition to the areas already developed for commercial and residential uses). Some of these approved uses are no longer contemplated or desired in this project by the applicant, so they are now proposing amendments to the MDP and MDA.

The current proposal includes the following:

- All commercial uses (and possible hotel) in Pod 2 near Pony Express Parkway;
- 192 apartment units in Pod 9 (up to 4 stories in height and 48 units per building maximum);
- 25 townhome units in Pod 9;
- 33 townhome units in Pod 10;
- Parks, trails, amenities, and parking in Pod 15 (in and near the utility corridor);
- No RV parking in the utility corridor;
- Zoning the properties in accordance with current city zones (CC, MF1, MF2, OS-I, OS-N), with a few exceptions built into the MDA.

A previous version of this application was reviewed by the Planning Commission on August 23 and September 13, and was ultimately given a recommendation of approval to the City Council. The applicant is also requesting a General Plan Amendment and a Rezone

in order to accommodate the desired uses. An applicant-proposed development agreement amendment for this project is the next item on this agenda.

ITEMS FOR CONSIDERATION:

The exhibits for this project are incomplete (zoning exhibit, general plan amendment exhibit) and should be updated by the applicant ASAP. If the Council approves the applications, a condition of approval should be included to require those to be updated. We will attempt to provide some exhibits at the meeting that provide context.

Since the last time the Council reviewed this proposal, the applicant has made the following significant changes in order to resolve the Council's concerns:

- Moved the apartments back to Pod 9, committing to all commercial uses in Pod 2.
- Designated additional open space, trails, and amenities in the utility corridor.
- Designated an area for a dog park.
- Made slight modifications to the road layout and building layout.
- Placed more parking stalls within Pod 9, near the residential units.

The current MDP and MDA allows for the following land uses in those areas:

- Pod 1 - 4.9 acres of Commercial Retail
- Pod 2 - 11.6 acres to be developed for commercial, residential, or mixed use, with no more than 180 apartment units.
Although not required, developer agreed to use commercially reasonable efforts to include commercial use in Pod 2.
- Pod 9a - To be dedicated to the City for development of a regional trail and public recreational facility, and related parking and improvements
- Pod 9b - Senior housing, assisted living housing, or commercial or institutional uses. The Senior Housing was allowed up to five (5) stories in height, and isn't required to have any improved park space, but was required to include amenities based on the number of senior housing units. The developer had anticipated the development of up to 150 senior housing units.

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

The Proposed Amended Master Plan includes the following:

- Pods 1 & 2 - Commercial development, including retail, office, and possible hotel.
- Pod 9 (combining 9a and 9b) - 192 apartments and 25 townhomes.
- Pod 10 - 33 townhomes.
- Pods 15a and 15b - open space, public road, amenities, trails (including regional trail), parking, and storm detention/retention.
- A road (24 feet wide) from St. Andrews Drive to the northern portion of the property, providing access to the RMP substation and a second access to the project (in addition to Porter's Crossing).

Master Development Plan

EMMC 16.10.030 defines the General Considerations to apply to all proposed Master Developments:

- A. Zoning Districts. A master development proposal is a rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for all land within the master development. An application for a master development shall be processed as an application for a rezone request pursuant to Chapter 17.90 EMMC.

A. The existing MDP includes "zoning designations" which do not necessarily match the zoning districts in our code, but designate land use. The current application now proposes a rezone to the MF1, MF-2, OS-I, OS-N, and CC zones. See the attached exhibits for details.

- B. General Plan Amendments. If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current future land use and transportation corridors map, the application shall be processed as an application for a future land use and transportation corridors map amendment.

A. The current Future Land Use Map shows the area for Pods 9 and 10 as Neighborhood Residential One. The applicant is proposing amendments to the Future Land

Use Map in that area, including Neighborhood Residential 2, Neighborhood Residential 3, and Parks and Open Space. See the attached exhibit for details.

The Criteria for the approval of MDPs are defined in 16.10.070 of the Eagle Mountain Municipal Code. The project's compliance with these standards is discussed below:

- A. General Criteria: There are no known slopes within the development greater than 25% and there are no known natural hazards present on the property. There is a small natural wash on the northwest portion of the property that leads to a large detention basin. The basin is being preserved. A small road and an asphalt trail are proposed to cross the wash. Major utility corridors cross through the project, including Rocky Mountain Power facilities and the Kern River Gas high pressure gas line. The proposal includes some parking in the corridor and some park improvements, trails, etc. All construction must comply with Kern River Gas and Rocky Mountain Power standards.
- B. Criteria related to Infrastructure: The applicant submitted a traffic study for the project with the application last year. Though the project has been modified since that study, the traffic in the northern area would be greatly reduced from the previous proposal with the reduction in residential units. The study focused on the proposed commercial project in Pods 1 and 2, anticipating the following land uses (96 MF units, 16,000 sq ft of fast food w/ drive-thru, 18,000 sq ft of high turnover restaurant, 2,400 sq ft of coffee shop w/ drive-thru, and 66,000 sq ft of commercial/retail). The "Plus Project" recommendations from Hales Engineering include:
 - o 2022 Plus Project:
 - Porter's Crossing / Pony Express Parkway. Install dual southbound left-turn lanes.
 - o 2027 Plus Project:
 - Porter's Crossing / Pony Express Parkway. Install southbound right-turn pocket; install westbound right-turn pocket.
 - SE Ridley's Access / Porter's Crossing. Stripe northbound left-turn pocket.
 - SW Project Access / Pony Express Parkway. Restrict to right-in/right-out turning movements only.

- Recommended deceleration (ingress) lanes:
 - Southeast Project Access / Pony Express Parkway: Westbound right-turn and eastbound left-turn (a two-way left-turn lane already exists).
 - Southwest Project Access / Pony Express Parkway: Westbound right-turn

A. Criteria related to Compatibility:

- North. A Rocky Mountain Power substation sits to the north of Pod 9, along with vacant land. A vacant City-owned parcel sits to the north of Pod 10. The Dublin Farms townhomes, along with a city park, sit to the north of Pod 2.
- South. Parkside and New Park single-family neighborhoods sit to the south of Pod 9. Pony Express Parkway sits to the south of Pods 1 and 2.
- West. The Eagle's Gate single-family neighborhood sits to the west of Pods 10 and 15. Porter's Crossing road sits to the west of Pod 2, along with the Riddleys shopping center.
- East. The New Park single-family development sits to the south and east of Pod 9. The Pony Express Townhomes sit to the east of Pod 2, along with a public road stub in the northeast corner.
- Lot Size & Zone Transitioning. The lots to the south of Pod 9, in the Parkside neighborhood, are approximately 6,000 sq ft in size. While not technically in the RC Zone, the average lot size in the RC Zone is 6,000 sq ft. The MF1 zone (the proposed townhomes) is an appropriate transition from the RC Zone according to EMMC 17.60.150 and 160. The lots immediately adjacent to Pod 10, to the west (Eagles Gate), are approximately 6,600 sq ft in size. These also would fit into the RC Zone standards, and townhomes would be an appropriate transition from the RC Zone. The lots to the south and east of Pod 9 (New Park) are approximately 7,000 sq ft, with a couple larger lots. If considered as part of the larger neighborhood in that area, it would fit into the RC Zone standards; however, if taken separately, it could possibly be considered an R3 zone, except that it wouldn't meet the average lot size standard of 8,500 square feet. The applicant has conceptually placed open space, parking, and townhomes adjacent to this

neighborhood.

- Buffering. EMMC Table 17.60.170b requires multi-family development to construct a fence or wall that is compliant with EMMC 17.60.110. This fence/wall should be improved along the adjacent single-family homes to the south and east of the proposed residential units and to the north and east of the commercial property (Pod 2).
- General Plan Compatibility. The proposed plan is not currently consistent with the City's Future Land Use Map and requires an amendment to that map (included in this proposal).

B. Criteria related to Design:

A. Open Space & Trails. The proposal includes an 8-foot wide regional asphalt trail that runs north-south through the utility corridor and through the gas line corridor. A variety of amenities are shown in the utility corridor and at the eastern edge of Pod 9.

A. Park-in-Lieu Fee. The existing MDA required a park-in-lieu fee of \$697,496.00 to cover lacking open space and amenities for Pods 2, 4, and 6. The Developer has paid this fee and resolved that requirement.

B. MF1 and MF2 Requirements. Per 17.25.040 MF1 developments require 1,000 square feet of improved open space per 3-bedroom unit and 750 square feet of improved open space per 1 or 2-bedroom unit. If all of the proposed apartment and townhome units in Pods 9 and 10 (250 units) are 3-bedroom units, then that area requires 5.74 acres of improved open space and 574 amenity points. This proposal doesn't provide details for compliance with this requirement. Conceptual plans show amenities (dog park, pickleball courts, playgrounds, pavilions, etc.), but these are conceptual only. Detailed park plans should be evaluated at the master site plan, site plan, and preliminary plat stages. The Code does not allow small unusable areas (in parking lots, between buildings, etc.) to be counted towards that requirement. At the City Council's discretion a park in-lieu fee may be approved to resolve a

portion of the requirements, which could be used at nearby Smith Ranch Park or a regional park that benefits this development.

- C. Pool & Clubhouse. Current code requires a pool and clubhouse for all MF1 and MF2 developments. The pools are required to be a minimum of 1,000 square feet and provide a minimum of 4 square feet per residential unit being served. The clubhouses are required at a minimum of 1,500 square feet and must provide at least 7.5 square feet per residential unit being served. These will be evaluated along with a master site plan, site plan, and preliminary plat.
- B. Pod 2 and Dublin Farms Park. Pod 2 should be designed to provide good access and visibility to the public park to the north of Pod 2.
- C. Additional Items to Consider:
 - A. Utility Corridor. The applicant has modified their plans in response to concerns expressed by RMP and Kern River Gas, and will be required to comply with their development/construction standards.
 - B. Commercial Development. Adding more commercial uses to Pod 2 will bring increased sales tax and property tax revenue to the City, in addition to the quality of life benefits to the residents (access to food services, retail shops, medical offices, etc.) and business growth opportunities. The sooner this area develops the better, as we are losing commercial leasing opportunities to our neighboring city.
 - C. Rezoning. The decision to rezone the northern properties to allow for the medium density housing is a legislative decision, and the City Council can use a variety of criteria when making a determination, including but not limited to compatibility, safety, traffic, neighborhood impact, fiscal responsibility, etc.
 - D. Concept Plan. This is a master development plan and rezone and an approval can be simplified to the zoning (MF1, MF-2, OS-I, OS-N, CC) and some general criteria for the property (maximum unit count, parks and open space, transitions and buffers, height and units/building, trails, etc.). Concept plans have been included with the MDA.

- E. Road Connections. The project is providing future connections to the north (by the electrical substation) and the northwest (along the City's parcel) and to St. Andrews Drive. The project is also connecting to the public road stub to the east of Pod 2, although it is shown as a private drive connection. They are also showing a potential future connection to the Eagle's Gate neighborhood to the northwest, to be built by others.
- F. Parking. Conceptual parking is shown throughout the project, including in the utility corridor. The parking will be evaluated at the master site plan and site plan stages.

Existing Master Development Agreement

The existing master development agreement, approved in 2016, contains the following requirements related to this proposal:

- Pod 9a
 - Pod 9a was to be dedicated to the City for development of a regional trail and public recreational facility with related parking and improvements. The City was going to reimburse the Developer \$600,000 for the recreational facility parcel. Developer was going to contribute \$2,600,000 to the construction of the recreational facility, to be reimbursed over time by the City with impact fees or other sources. Since the City did not request the contribution, in writing, by January 1, 2020, the contribution was not made.
 - Since the City failed to obtain the funding to construct the recreational facility by January 1, 2021, the City should have notified the Developer that it does not intend to construct the recreational facility. Pod 9a was then to be automatically zoned either as Residential (with densities not to exceed the density in Pod 6b), or as Commercial or Institutional use. Any alternative zoning included the requirement of at least a 1-acre park. Since the City failed to obtain the funding for the recreational facility by January 1, 2021, Pod 9a is automatically rezoned to any of the three zones (residential, commercial, or institutional).
- Pod 9b
 - Pod 9b was to be developed for either Senior Housing, Assisted Living Housing, or Commercial or Institutional Uses. Senior housing or assisted living housing buildings

were not to exceed five stories in height and must have included off-street parking according to code. They weren't required to have any improved park space, but were required to provide amenities based on the number of senior housing units. No number of units was specified in the agreement.

- Pod 10
 - Pod 10 was to be developed for commercial or institutional uses, and was not required to have any parks, trails, open space, or amenities. Developer acknowledged that a portion of Pod 10 may be encumbered by easements and may be undevelopable due to those easements.
- Pod 15
 - The MDA states that Developer desires to utilize Pod 15 for RV Storage. The City was concerned about the impact on neighboring properties, and Developer believed that it could be designed to mitigate or eliminate such impacts.
- Pod 2
 - Pod 2 was approved for commercial, residential, or mixed use, with a maximum of 180 residential units (anticipated as apartments). No commercial uses were required as a condition of developing the apartments, but the Developer acknowledged that the City would prefer that Developer includes commercial development in Pod 2, and Developer agreed to use commercially reasonable efforts to include commercial uses in Pod 2. A concept plan with a central plaza area was included with the MDA.
- Density
 - Section 4A of the agreement said that the Developer acknowledged that the maximum density is a ceiling, and factors such as parcel configurations, residential product specifications, or building code requirements may limit the Developer's ability to build up to the maximum density in any given pod.
- In-Lieu Fee for Park and Open Space Improvements
 - The Developer was planning to use some of the required park and open space improvements for Pods 2, 4, 6a, and 6b on the recreation facility, and so a fee-in-lieu contribution was required to be paid to the City totaling

\$697,496.00. The Developer paid this fee to the City in December 2018.

- In-Lieu Fee for Pool and Clubhouse Improvements
 - The developer of Pod 4 (Dublin Farms) chose to build a clubhouse and wasn't required by code to construct a pool based on the number of units in the development, so this section of the MDA doesn't apply to Pod 4.

Proposed Amendment to the Master Development Agreement

The proposed 3rd Amendment to the Master Development Agreement contains the following changes, in summary:

- Changes the total allowed number of residential dwelling units to match the latest proposal (195 apartment units in Pod 9, 25 townhome units in Pod 9, and 33 townhome units in Pod 10).
- Makes it clear that the zoning for Pods 9 and 10 is MF-1 and MF-2 and requires development of those areas in accordance with the City's future laws (standards at the time of site plan or preliminary plat application), with some exceptions:
 - 4-story and 48-unit apartment buildings;
 - 3-story townhomes.
- Makes it clear that the layouts shown on the plan for commercial and residential are conceptual only, and show the developer's contemplated design/layout. The parks and amenities shown are conceptual only as well, and will be designed in detail with the master site plan, site plan, and/or preliminary plat.
- Contains a clause that requires Developer to complete the open space improvements in the existing parks (Pod 3) prior to any development in Pods 9 or 10. These park improvements are overdue and sorely needed for the residents in that area.
- Waives any rights for RV storage in the utility corridor.
- Allows parking in the utility corridor to the extent necessary to meet the City's parking requirements for Pods 9 and 10.
- Developer is required to construct the public road in the utility corridor from St. Andrews Drive to the northern edge of the property. The road must be built to the current local road standards (59' ROW), except that an 8-foot wide asphalt trail will be built on one side rather than 5-foot sidewalks on each side.
- The road shown on the City's property to the north of this

project is just conceptual and may be built by others in the future.

- Pod 2 will be developed per the Commercial Community zone standards. Developer shall use commercially reasonable efforts to place a hotel in Pod 2, and the hotel may be up to 4 stories in height (in accordance with the code standards). Developer may ask for 6 stories in height in the future, at the discretion of the approval authority.
- Development in Pods 9 and 10 will require a pool and clubhouse to be built according to our code standards.
- A possible land exchange is included in the agreement, to be determined at a later date with a separate agreement.

REQUIRED FINDINGS:

General plan amendments and rezones are legislative decisions and are considered valid if reasonably debatable and not illegal. The criteria for a rezone approval can be found in EMMC 17.90.060. Master development plan approvals are based upon compliance with City Code requirements found in EMMC 16.10.070.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission reviewed this plan several times and provided feedback to the applicant. On September 13, 2022 the Planning Commission held a public hearing for the previous version of the proposal. There were no comments in the public hearing other than those by the applicant. The Commission ultimately recommended approval (5-0) of the three applications to the City Council as presented in the Zoning Summary 3rd Amendment with the condition that the uses in the utility corridor (Pod 15) shall be restricted to nursery or RV storage.

ATTACHMENTS:

[ORD--Porter's Crossing Town Center General Plan Amendment, Rezone, and Master Development Plan](#)
[Porter's Crossing Town Center MDA & Exhibits](#)
[Traffic Impact Study](#)
[Future Land Use Map](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE FUTURE LAND USE MAP OF THE GENERAL PLAN,
REZONING CERTAIN LANDS KNOWN AS PORTER'S CROSSING TOWN CENTER,
AND APPROVING THE FOURTH AMENDMENT TO THE PORTER'S CROSSING
TOWN CENTER MASTER DEVELOPMENT PLAN**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Future Land Use Map of the General Plan, rezone certain lands known as Porter's Crossing Town Center, and approve the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the amendment to the Future Land Use Map of the General Plan, the rezone of certain lands known as Porter's Crossing Town Center, and approve the Fourth Amendment to the Porter's Crossing Town Center, as set forth in Exhibit A.
2. The Future Land Use Map of the General Plan is hereby amended as set forth more specifically in Exhibit A.
3. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
4. The Fourth Amendment to the Porter's Crossing Town Center Master Development Plan is hereby approved, as set forth more specifically in Exhibit A.
5. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 7th day of March, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 7th day of March, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

When Recorded Return To:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

EAGLE MOUNTAIN CITY
THIRD AMENDMENT TO
MASTER DEVELOPMENT AGREEMENT
DATED MARCH 23, 2016
FOR THE
PORTER'S CROSSING TOWN CENTER
MASTER DEVELOPMENT

This THIRD AMENDMENT ("Third Amendment") to the MASTER DEVELOPMENT AGREEMENT FOR PORTER'S CROSSING TOWN CENTER MASTER DEVELOPMENT dated and recorded March 23, 2016 ("MDA"), the First Amendment thereto, titled "Master Development Agreement for Porter's Crossing Town Center, but dated January 16, 2018 ("First Amendment"), the SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT DATED MARCH 23, 2016 FOR THE PORTER'S CROSSING TOWN CENTER MASTER DEVELOPMENT dated June 5, 2018 and recorded July 3, 2018 ("Second Amendment") (cumulatively, "Prior Agreement") is entered into between Eagle Mountain City, a Utah municipal corporation ("City") and Pony Express Land Development, Inc. a Utah corporation ("Developer") as of the date last executed below.

This Amendment is made with reference to the following facts.

A. All of the capitalized terms in this Third Amendment shall have the meanings specified in the Prior Agreement except as modified below.

C. The City and Developer have determined that it is in the best interest of the Parties to amend portions of the Prior Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. **Definitions.** Section 1.19 of the Prior Agreement, as amended by the Second Amendment is hereby to read as follows and Section 1.36B is hereby added:

1.19B. **Density of Residential Dwelling Units** means that the Developer is entitled to build 192 multifamily (apartments)dwelling units in Pod 9 in the MF2 zone, 25 townhouse units in Pod 9 in the MF1 zone, and 33 townhouse units in Pod 10 in the MF1 zone. Notwithstanding the preceding, Developer shall be required to comply with the standards of the MF1 and MF2 zones as identified in the zoning map in Exhibit 2A, except as specifically modified in this Agreement. Otherwise, the dwelling units specified in the Prior Agreement in the other Pods shall not be modified and shall stand as built.

1.36B. **Pod 9** means the development area that was referred to in the Prior Agreements as Pods 9a and 9b.

2. **Property Subject to This Third Amendment.** The legal description for the portion of the Project subject to Sections 3, 4 and 5 of this Third Amendment are specified in Exhibit 3.

3. **Northwest Residential Area.** Section 4 of the Second Amendment to the Prior Agreement or anywhere else regarding Pods 9a, 9b, 10 and 15, if contradicted by this Third Amendment, is hereby modified or amended as set forth herein to conform with the following Section 9B.

9B. **Development on Pod 9 and Pod 10 and Pod 15.** Except for the specific alternative development standards detailed in this agreement, the uses, zoning, open space, height, massing, layout and other requirements for the future development of Pods 9 and 10 shall be in accordance with the MF1 and MF2 zones as identified in the zoning map and concept plan in Exhibits 2A and 2B which are hereby incorporated by reference. In the case of any conflict of zoning requirements the specific provisions of this Third Amendment to the MDA shall prevail.

9B.1 Developer may build apartment buildings up to 4 stories and 48 units per building in the MF2 zoned portion of Pod 9 for a total of 192 apartments, and 25 townhouses of 3 stories and no more than 6 units per building in the MF1 zone portion of Pod 9, and 33 townhouses of 3 stories and no more than 6 units per building in the MF1 zone of Pod 10.

9B.2 Developer agrees to waive its rights concerning the potential use of portions of former Pod 15 for RV storage. City agrees to allow parking in the power corridor to the extent necessary to meet the City's parking requirements for Pods 9 and 10, subject to compliance with any conditions of the easements located in the corridor.

9B.3 Developer agrees to comply with the fencing standards as outlined in the City's laws effective the date of this agreement and specifically agrees to install a stone, masonry, or decorative concrete wall consistent with the design

requirements of City's laws effective the date of this agreement on the eastern and southern border of Pod 9. Developer also agrees that it will not construct any apartment building within 125 feet of the eastern border of Pod 9.

9B.4 Within Pods 9, 10 and 15 Developer agrees to construct a new public road listed on the concept plan in Exhibit 2B as Nessa Way in accordance with the local road standards in City's laws effective the date of this agreement with the regional trail on one side only rather than standard sidewalks. At the northern most point of Nessa Way Developer shall stub the road for the City's future connection to North Berwick Lane. All road development shall occur within Pods 9, 10, and 15. The road shown on Exhibit 2B on the City's parcel to the northwest of Pod 10 is not Developer's responsibility to construct and is conceptual only.

4. **Pod 2.** All references to Pod 2 in the Prior Agreement are hereby modified and amended as set forth herein:

4B. Pod 2 shall be zoned as Commercial Community (as shown on Exhibit 2A) and developed in accordance with the City's laws as of the effective date of this agreement except as specifically modified herein.

4B.1. Developer shall use commercially reasonable efforts to place a hotel in Pod 2. The hotel may, at Developer's discretion, be on a building footprint up to 21,000 sf with up to 4 stories in height. Developer may apply to the City Council for approval of a hotel with up to 6 stories in the Council's discretion. If Developer is not able to secure a hotel use in Pod 2 then Developer may develop the entire pod in accordance with the Commercial Community zone as outlined in the zoning map in Exhibit 1.

5. **Pod 15.** Pod 15 shall be divided into two separate Pods namely, Pod 15a and Pod 15b. See Exhibit 2B.

A. Pod 15a shall be improved with the required amenities, parking spaces, trails and a retention pond for Pods 9 and 10, to be designed and approved along with a master site plan application for Pods 9 and 10 in accordance with the standards in the City's laws effective the date of this agreement. Pod 15a shall be completed concurrent with the development of either Pod 9 or Pod 10, as set forth herein. Upon completion of Pod 15a it shall be deeded to Eagle Mountain City for use by the general public.

B. Pod 15b shall be reserved for future use and zoning as approved by the Eagle Mountain City Council. The public road and regional trail shall be dedicated to Eagle Mountain City upon completion of those improvements.

3

6. **Pod 10.** In addition to the 33 townhouses, referenced above, Developer shall also

construct a Dog Park on the southernmost portion of Pod 10. See Exhibit 2B.

7. **Club House and Swimming Pool.** The club house and swimming pool in Pod 9 shall be accessible to all owners and residents of Pods 9 and 10, and shall comply with the size and timing standards in the City's laws effective the date of this agreement.

8. **Land Exchange.** Eagle Mountain City and Developer may, upon their mutual approval, exchange certain real properties set forth in Exhibit 2B. Eagle Mountain City owns a small parcel of property directly north of the proposed residential buildings on Pod 10 and will consider exchanging it for the small parcel of real property in Pod 15 owned by Developer. See Exhibit 2B. In doing so it eliminates the City's maintenance of the property between the Developer's residential buildings and the City's proposed new road adjoining North Berwick Lane and the Developer's property to the south. If exchanged with the City, it would join to the already existing City property along the same boundary line. The terms of any exchange would be governed by separate agreement. If the exchange does not take place Developer then submits Exhibit 3B to illustrate the proposed property boundary lines and building orientations located on Pods 10 and 15.

9. Park and Improved Open Space. Sections 8A.1, 8A.2 and 10A are hereby deleted and replaced with the following new Sections:

8B.1. **Acknowledgement of Current Status.** The City and Developer in the Prior Agreement had calculated that the development of Pods 4, 6a and 6b would have required under the City's Vested Laws the dedication of a total of 10.95 acres of land and the construction of 1,095 "points" worth of amenities. The Project, as designed at the time of the Second Amendment contemplated the dedication of 7.09 acres of land and the construction of 877 points of amenities. The plan for the Project thus left a deficit from the City's Vested Laws of 3.86 acres and 218 amenity points. The City's Vested Laws valued the missing acreage at \$3.50/square foot and the missing points at \$500/point. The total value of the missing acreage and amenity points was calculated at \$697,496.00. Master Developer paid that \$697,496.00 to the City as an "in lieu" fee. Parties acknowledge that all terms and conditions of the in lieu fees have been previously satisfied and are final.

8B.2. **Acknowledgement of Work Remaining.** The City and Developer acknowledge that the park area in Pod 3d and the trail in Pod 3e as identified in Exhibit 5A of the Second Amendment to this Agreement still needs to be completed. Developer shall complete these improvements prior to commencing any construction in Pods 9 or 10.

11. **Interpretation and Effect of This Third Amendment on the Prior Agreement.** If any provision of the ~~Prior~~ Agreement or any ~~4~~prior amendments thereto conflict with this Third Amendment, including the Exhibits hereto, then the provisions of this Third Amendment

shall control. All definitions not explicitly defined herein shall have the meaning as defined in the Prior Agreement. All Prior Agreements shall remain in full force and effect except as explicitly modified this Third Amendment.

12. **Expiration:** This Third Amendment shall expire six (6) years as applied to Pod 2, and ten (10) years for Pods 9, 10, and 15, from the date of City Council approval unless extended pursuant to Eagle Mountain City Code. Upon expiration, if the project is not complete, the approved zoning will remain active and any future applications for development on the property must comply with the City's laws at the time of application.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the _____ day of May, 2023, personally appeared before me _____, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Pony Express Land Development, Inc.

NOTARY PUBLIC

ATTEST:

EAGLE MOUNTAIN CITY

City Recorder

Tom Westmoreland, Mayor

Approved as to form:

City Attorney

STATE OF UTAH)
)
COUNTY OF UTAH)

On the _____ day of May, 2023, personally appeared before me _____, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Eagle Mountain City

NOTARY PUBLIC

EXHIBIT 2A

Zoning Map

EXHIBIT 2B

Concept Plan

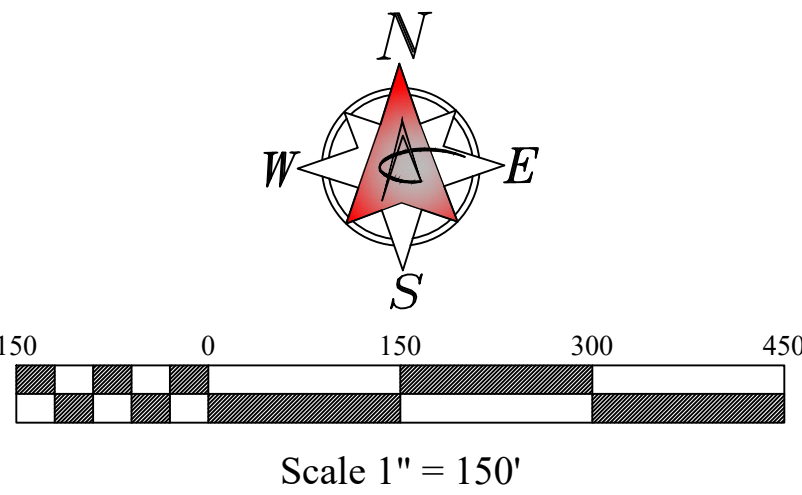
EXHIBIT 3

Legal Description

PORTER'S CROSSING VILLAGE CENTER PLAN

POD EXHIBIT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE
SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



LEGAL DESCRIPTIONS

POD #10:
A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°35'31" WEST 972.31 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 26°09'39" WEST 1036.58 FEET; THENCE NORTH 00°18'21" WEST 933.70 FEET; THENCE SOUTH 89°35'31" EAST 462.02 FEET TO THE POINT OF BEGINNING.

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. CONTAINS 215,676 SQUARE FEET, OR 4.95 ACRES.

POD #15A:
A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°35'31" WEST 972.31 FEET AND SOUTH 26°09'39" WEST 85.59 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°35'22" WEST 530.53 FEET; THENCE NORTH 63°51'36" WEST 229.00 FEET; THENCE NORTH 26°09'39" EAST 478.65 FEET TO THE POINT OF BEGINNING.

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 54,805 SQUARE FEET, OR 1.26 ACRES.

POD #15B:
A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°35'31" WEST 972.31 FEET AND SOUTH 26°09'39" WEST 564.24 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 63°51'36" EAST 229.00 FEET; THENCE NORTH 79°10'16" EAST 47.26 FEET TO THE NORTH CORNER OF LOT 26, OF THE PARKSIDE AT PORTER'S CROSSING SUBDIVISION, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 13765:2015; THENCE SOUTH 33°22'12" WEST 413.38 FEET ALONG THE NORTHWESTERLY LINE OF SAID SUBDIVISION TO A POINT ON THE NORTH LINE OF THE PORTER RANCH TOWNHOMES, AMENDMENT 1, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 131090:2019; THENCE ALONG A PORTION OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES:

- (1) NORTH 89°35'07" WEST 83.94 FEET;
- (2) SOUTH 33°22'12" WEST 268.46 FEET;

THENCE NORTH 00°18'21" WEST 236.88 FEET; THENCE NORTH 26°09'39" EAST 472.35 FEET TO THE POINT OF BEGINNING.

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 119,568 SQUARE FEET, OR 2.74 ACRES.

PODS #9A & 9B, AND A PORTION OF POD #3E:
A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 89°29'06" EAST 118.86 FEET TO A NORTHWEST CORNER OF THE NEW PARK AT PORTER'S CROSSING SUBDIVISION, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 133960:2019;

THENCE ALONG A PORTION OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES:

- (1) SOUTH 07°11'38" EAST 385.56 FEET;
 - (2) SOUTH 82°48'22" WEST 474.22 FEET TO A POINT ON THE NORTH LINE OF THE PARKSIDE AT PORTER'S CROSSING SUBDIVISION, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 13765:2015;
- THENCE ALONG A PORTION OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES;
- (1) NORTHERLY 19.12 FEET ALONG THE ARC OF A 652.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF SAID CURVE BEARS SOUTH 51°35'21" WEST; CHORD TO SAID CURVE BEARS NORTH 39°15'03" WEST 19.12 FEET;
 - (2) SOUTH 49°54'33" WEST 77.00 FEET;
 - (3) SOUTH 79°10'16" WEST 605.49 FEET;

THENCE SOUTH 79°10'16" WEST 47.26 FEET; THENCE NORTH 00°35'22" EAST 530.53 FEET; THENCE NORTH 26°09'39" EAST 85.59 FEET; THENCE SOUTH 89°35'31" EAST 972.31 FEET TO THE POINT OF BEGINNING

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 563,014 SQUARE FEET, OR 12.93 ACRES.

POD #2:
A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF PORTERS CROSSING; SAID POINT BEING NORTH 00°14'52" WEST 66.00 FEET AND NORTH 00°26'42" EAST 327.81 FEET FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°26'42" EAST 408.48 FEET ALONG SAID EAST RIGHT OF WAY LINE OF PORTERS CROSSING, RECORDED PER ENTRY 90696:2013 IN THE UTAH COUNTY RECORDER'S OFFICE TO A POINT ON THE SOUTH LINE OF DUBLIN FARMS SUBDIVISION, RECORDED PER ENTRY 118342:2018 IN THE UTAH COUNTY RECORDER'S OFFICE

THENCE ALONG SAID SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES:

- (1) SOUTH 89°33'18" EAST 747.34 FEET;
- (2) SOUTH 29°33'18" EAST 23.20 FEET TO A POINT ON A 187.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF SAID CURVE BEARS NORTH 00°26'44" EAST;
- (3) EASTERLY 49.45 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 82°52'12" EAST 49.31 FEET;
- (4) NORTH 75°17'40" EAST 16.01 FEET TO A POINT ON A 213.87 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;
- (5) EASTERLY 56.62 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 80°51'26" EAST 56.45 FEET;
- (6) SOUTH 89°33'18" EAST 153.30 FEET TO A POINT ON THE WEST LINE OF PONY EXPRESS TOWNHOMES, RECORDED PER ENTRY 84771:2015

THENCE SOUTH 00°00'36" WEST 415.63 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 89°09'35" WEST 1035.42 FEET TO THE POINT OF BEGINNING

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 89°09'35" EAST ALONG THE SOUTH SECTION LINE BETWEEN THE SOUTHWEST CORNER, AND THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 424,613 SQUARE FEET, OR 9.75 ACRES.

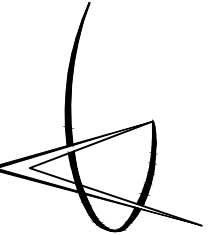
DRAWN BY: FWK
FIELD CREW: BJM
CHECKED BY: SNT
DATE: 4/12/23

CLIENT: PONY EXPRESS LAND DEVELOPMENT
DWG: PODS EXHIBIT
JOB NO: 6014-PONYEXP-19
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

POD EXHIBIT
PORTER'S CROSSING VILLAGE CENTER PLAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, AND THE
SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.

REVISIONS		
No.	DATE	BY REVISION

tel (801) 487-8040 231 West 800 South
Salt Lake City, Utah 84101
fax (801) 487-8668 www.wardeng.com
Ward Engineering Group
Planning • Engineering • Surveying
Since 1981



PORTER'S CROSSING

RETAIL #1
2,800 SQ. FT.
1/250 = 12 STALLS

1 PER ROOM AND 10% FOR EMPLOYEES = 132 STALLS
BUILDING MAY ELIMINATED OR MODIFIED BASE ON MARKET

596 PARKING STALLS - REQUIRED

1/200 SQ FT. = 40 STALLS

1/200 SQ. FT. = 40 STALLS

1/200 SQ. FT. = 40 STALLS

1/300 = 74 STALLS

5,500 SQ. FT. X 4 FLOORS
22,000 SQ. FT.

1.25 ACRES
TO BE DESIGNED

.92 ACRES
TO BE DESIGNED

.92 ACRES
TO BE DESIGNED

.92 ACRES
TO BE DESIGNED

1.0 ACRES
TO BE DESIGNED

PONY EXPRESS PARKWAY

PORTORS CR
SCALE: 1" = 40' 0"

Saratoga Springs, Utah



3115 EAST LION LANE, #200
HOLLADAY UTAH 84121

#####

DWN BY

###

DDO

#####

DRAWING NUMBER

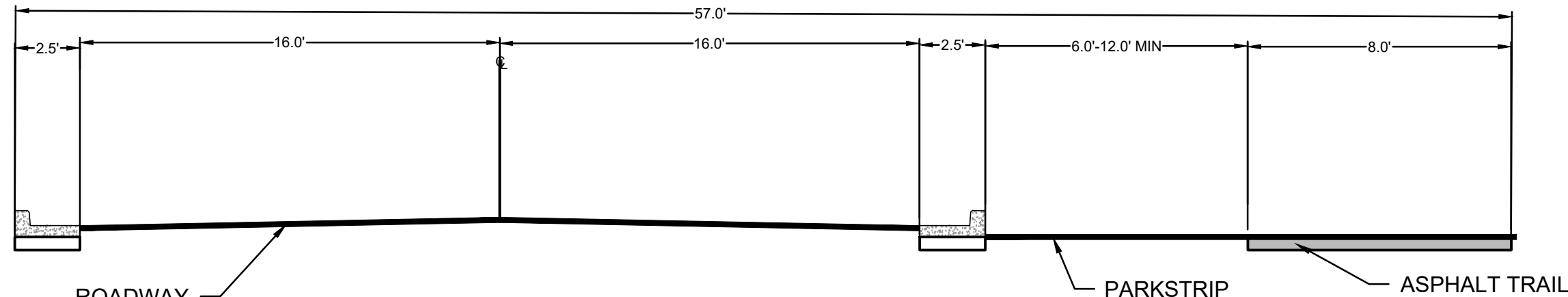
SD1.0

FILENAME: O:\Pony Express Land Development\Eagle Mtn Porters Crossing Full Site\Concept Plan Application\Design\Working\2023-05-05-Site Plan - proposed.dwg PLOT DATE AND TIME: 5/5/2023 5:43 PM TAB: EX-02B

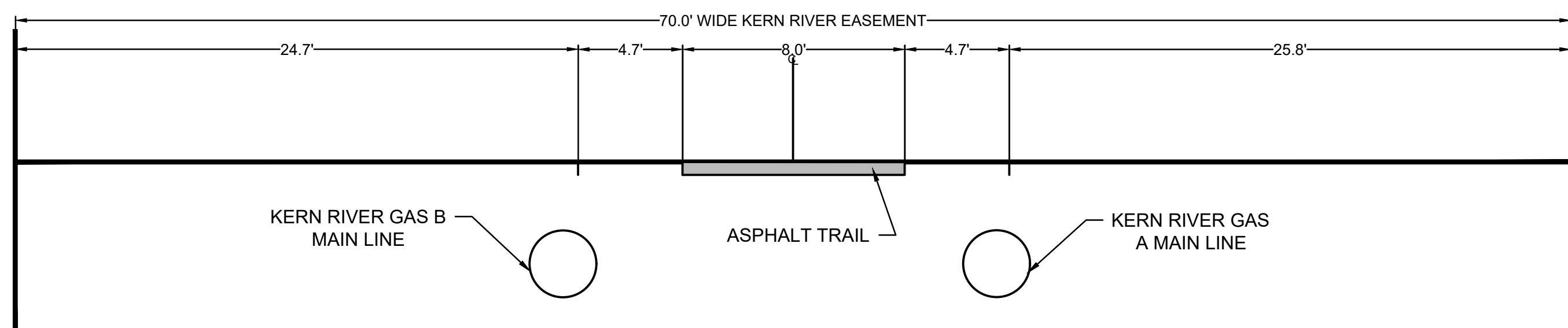
CALL BEFORE YOU DIG.
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IT'S THE LAW
1-800-662-4111
208-2100
HOLD YOUR TOWN OFFICIALS
INFORMED OF ANY CHANGES



- LEGEND**
- PROPOSED PROJECT BOUNDARY
 - EASEMENT LINES
 - EXISTING OVERHEAD POWER LINES
 - PROPOSED FENCE
 - 10 FT. CROSS WALK
 - PROPOSED LOT LINE
 - 8 FT. TRAIL
 - 5 FT. SIDEWALK
 - DOG PARK
 - PUBLIC ROAD
 - PRIVATE ACCESS
 - IMPROVED LANDSCAPE
 - NATURAL LANDSCAPE
 - 4 STORY AND 3 STORY APARTMENTS(SEE ARCHITECTURE PLAN)
 - TOWNHOMES(SEE ARCHITECTURE PLAN)



1 NORTH CONNECTOR ROAD SECTION
NTS



2 KERN RIVER GAS PIPELINES AND 8 FT WIDE TRAIL SECTION
NTS

UTILITY COMPANY NOTES:

KERN RIVER GAS TRANSMISSION COMPANY (KERN RIVER)

- THE DEVELOPER WILL FOLLOW REQUIREMENTS OF THE EXHIBIT B - KERN RIVER ENCROACHMENT SPECIFICATIONS AS SHOWN IN THE PLAN SHEET EX-05.
- THE LATEST VERSION OF THE DEVELOPER'S HANDBOOK WILL BE USED IN DESIGN OF THE IMPROVEMENTS SHOWN IN THIS PLAN SHEET.
- THE WALKING PATH (TRAIL) WILL BE PLACED BETWEEN THE TWO PIPELINES AND WILL NOT BE PLACED ON THE TOP OF ONE PIPELINE. DEVELOPER WILL BE RESPONSIBLE TO RESTORE/REPLACE THE TRAIL IN THE EVENT WORK IS DONE ON THE PIPELINES.
- THE ROADWAY, PARKING LOT, RV STORAGE, NURSERY AND OTHER USES SHOWN IN THIS PLAN SHEET WILL BE ALLOWED AS LONG AS ALL KERN RIVER ENCROACHMENT SPECIFICATIONS ARE MET AND AN AGREEMENT IS SIGNED PRIOR TO WORK COMMENCING.
- NO PLAYGROUND EQUIPMENT WILL BE INSTALLED WITHIN THE KERN RIVER EASEMENT.
- ALL WORK ASSOCIATED WITH THE POOL, DECKING, FENCING, WILL BE OUTSIDE OF THE EASEMENT FOR THE KERN RIVER PIPELINES.
- NO IMPROVEMENTS ASSOCIATED WITH TOWNHOMES DEVELOPMENT INCLUDING THE BUILDING ITSELF, FENCES, TREES, DECKS AND ANY OTHER IMPROVEMENTS WHICH REQUIRES FOOTING AND FOUNDATION WILL BE ALLOWED WITHIN THE KERN RIVER EASEMENT. SHALLOW ROOTED SHRUBBERIES AND NON-STRUCTURAL (NO FOOTING/ FOUNDATION) IMPROVEMENTS SUCH AS MASONRY BLOCKS, PLANTING POTS WILL BE ALLOWED IN THE EASEMENT AREA TO HELP DESIGNATE THE BOUNDARY BETWEEN UNITS.
- THERE WILL NOT BE ANY IRRIGATION SYSTEM, SPRINKLER HEADS, ETC. ALLOWED WITHIN THE KERN RIVER EASEMENT.

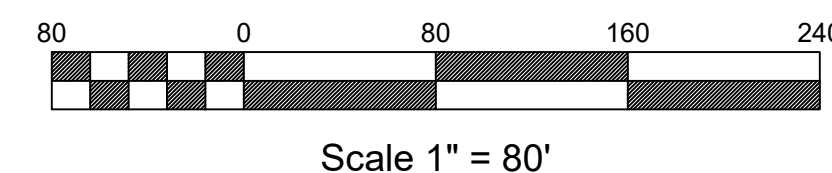
ROCKY MOUNTAIN POWER COMPANY(RMP)

- ALL WORK IN THE RPM EASEMENT WILL BE REVIEWED AND APPROVED BY THE ENGINEERING STAFF OF RMP COMPANY PRIOR TO ANY WORK COMMENCING.
- A DETAILED GRADING PLAN WILL BE PREPARED BY THE DEVELOPER WHICH WILL DEMONSTRATE SIMILAR GRADES FOR EXISTING AND FINISHED AROUND CONDITIONS IN THE RMP EASEMENT. THE GRADING PLAN WILL BE REVIEWED BY THE RMP COMPANY PRIOR TO ANY WORK IN THE EASEMENT COME BEGIN.

GENERAL NOTES:

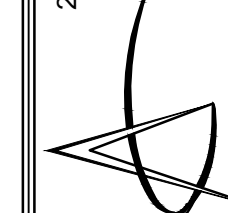
- THESE PLANS ARE CONCEPTUAL ONLY. THE PRECISE LOCATION OF THE STRUCTURES, LANDSCAPING, ROADS, FLOOR PLANS, MATERIALS, ARCHITECTURE, ETC. ARE SHOWN FOR ILLUSTRATIVE PURPOSES AND MAY BE MODIFIED FOR PURPOSES IMPLEMENTATION OF THE OVERALL PLAN.

"THESE PLANS ARE CONCEPTUAL ONLY. THE PRECISE LOCATION OF THE STRUCTURES, LANDSCAPING, ROADS, FLOOR PLANS, MATERIALS, ARCHITECTURES, ETC ARE SHOWN FOR ILLUSTRATIVE PURPOSES AND MAY BE MODIFIED FOR PURPOSES IMPLEMENTATION OF THE OVERALL PLAN."



PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
3RD AMENDMENT TO MDA
PROPOSED LAND EXCHANGE IN
POD10

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



CLIENT: SK HART MANAGEMENT
DWG: 2023-05-05 SITE PLAN -
PORTER'S CROSSING
JOB No.: 3RD AMENDMENT
DATE: 5/5/2023
DESIGNED BY: SNT
CHECKED BY: SNT
DATE: 5/5/2023

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 5/5/2023

REVISIONS

SHEET

EXHIBIT-2B



UTILITY COMPANY NOTES:

KERN RIVER GAS TRANSMISSION COMPANY (KERN RIVER)

1. THE DEVELOPER WILL FOLLOW REQUIREMENTS OF THE EXHIBIT B - KERN RIVER ENCROACHMENT SPECIFICATIONS AS SHOWN IN THE PLAN SHEET EX-05.
2. THE LATEST VERSION OF THE DEVELOPER'S HANDBOOK WILL BE USED IN DESIGN OF THE IMPROVEMENTS SHOWN IN THIS PLAN SHEET.
3. THE WALKING PATH (TRAIL) WILL BE PLACED BETWEEN THE TWO PIPELINES AND WILL NOT BE PLACED ON THE TOP OF ONE PIPELINE. DEVELOPER WILL BE RESPONSIBLE TO RESTORE/REPLACE THE TRAIL IN THE EVENT WORK IS DONE ON THE PIPELINES.
4. THE ROADWAY, PARKING LOT, RV STORAGE, NURSERY AND OTHER USES SHOWN IN THIS PLAN SHEET WILL BE ALLOWED AS LONG AS ALL KERN RIVER ENCROACHMENT SPECIFICATIONS ARE MET AND AN AGREEMENT IS SIGNED PRIOR TO WORK COMMENCING.
5. NO PLAYGROUND EQUIPMENT WILL BE INSTALLED WITHIN THE KERN RIVER EASEMENT.
6. ALL WORK ASSOCIATED WITH THE POOL, DECKING, FENCING, WILL BE OUTSIDE OF THE EASEMENT FOR THE KERN RIVER PIPELINES.
7. NO IMPROVEMENTS ASSOCIATED WITH TOWNHOMES DEVELOPMENT INCLUDING THE BUILDING ITSELF, FENCES, TREES, DECKS AND ANY OTHER IMPROVEMENTS WHICH REQUIRES FOOTING AND FOUNDATION WILL BE ALLOWED WITHING THE KERN RIVER EASEMENT. SHALLOW ROOTED SHRUBBERIES AND NON-STRUCTURAL (NO FOOTING/ FOUNDATION) IMPROVEMENTS SUCH AS MASONRY BLOCKS, PLANTING POTS WILL BE ALLOWED IN THE EASEMENT AREA TO HELP DESIGNATE THE BOUNDARY BETWEEN UNITS.
8. THERE WILL NOT BE ANY IRRIGATION SYSTEM, SPRINKLER HEADS, ETC. ALLOWED WITHIN THE KERN RIVER EASEMENT.

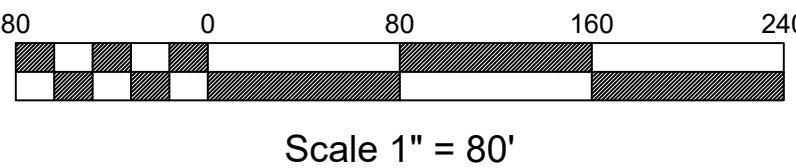
ROCKY MOUNTAIN POWER COMPANY (RMP)

1. ALL WORK IN THE RPM EASEMENT WILL BE REVIEWED AND APPROVED BY THE ENGINEERING STAFF OF RMP COMPANY PRIOR TO ANY WORK COMMENCING.
2. A DETAILED GRADING PLAN WILL BE PREPARED BY THE DEVELOPER WHICH WILL DEMONSTRATE SIMILAR GRADES FOR EXITING AND FINISHED AROUND CONDITIONS IN THE RMP EASEMENT. THE GRADING PLAN WILL BE REVIEWED BY THE RMP COMPANY PRIOR TO ANY WORK IN THE EASEMENT COME BEGIN.

GENERAL NOTES:

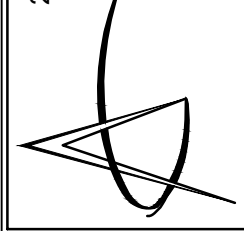
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"THESE PLANS ARE CONCEPTUAL ONLY. THE PRECISE LOCATION OF THE STRUCTURES, LANDSCAPING, ROADS, FLOOR PLANS, MATERIALS, ARCHITECTURES, ETC ARE SHOWN FOR ILLUSTRATIVE PURPOSES AND MAY BE MODIFIED FOR PURPOSES IMPLEMENTATION OF THE OVERALL PLAN."



PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
3RD AMENDMENT TO MDA
NO LAND EXCHANGE IN POD10

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



CLIENT: SK HART MANAGEMENT
DWG: 2023-05-SITE PLAN - PROPOSED
PORTER'S CROSSING
JOB No.: 3RD AMENDMENT
DATE: 05/05/2023
DESIGNED BY: SNT
CHECKED BY: SNT
DATE: 05/05/2023

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 05/05/2023

REVISIONS

SHEET

EXHIBIT-3B

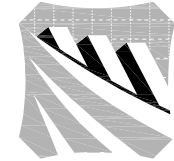
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These plans are conceptual only. The precise location of the structures, landscaping, roads, floor plans, materials, architecture, etc. are shown for illustrative purposes and may be modified for purposes implementation of the overall plan."



MARK	ISSUE DESCRIPTION	ISS DATE	#	REV. DESCRIPTION	REV. DATE

Porters Crossing Multifamily
Eagle Mountain, Utah


BWA
ARCHITECTS
T 801.438.9500
F 801.438.9501
3115 EAST LION LANE, #200
HOLLADAY, UTAH 84121
BEECHERWALKER.COM

PROJECT NUMBER	
####	
DWN BY	CHKD BY
####	####
PROJECT PHASE	

DRAWING NUMBER
SD1.0

POD #10:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°35'31" WEST 972.31 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 26°09'39" WEST 1036.58 FEET; THENCE NORTH 00°18'21" WEST 933.70 FEET; THENCE SOUTH 89°35'31" EAST 462.02 FEET TO THE POINT OF BEGINNING.

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 215,676 SQUARE FEET, OR 4.95 ACRES.

POD #15A:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°35'31" WEST 972.31 FEET AND SOUTH 26°09'39" WEST 85.59 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°35'22" WEST 530.53 FEET; THENCE NORTH 63°51'36" WEST 229.00 FEET; THENCE NORTH 26°09'39" EAST 478.65 FEET TO THE POINT OF BEGINNING.

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 54,805 SQUARE FEET, OR 1.26 ACRES.

POD #15B:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°35'31" WEST 972.31 FEET AND SOUTH 26°09'39" WEST 564.24 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 63°51'36" EAST 229.00 FEET; THENCE NORTH 79°10'16" EAST 47.26 FEET TO THE NORTH CORNER OF LOT 26, OF THE PARKSIDE AT PORTER'S CROSSING SUBDIVISION, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 13765:2015; THENCE SOUTH 33°22'12" WEST 413.38 FEET ALONG THE NORTHWESTERLY LINE OF SAID SUBDIVISION TO A POINT ON THE NORTH LINE OF THE PORTER RANCH TOWNHOMES, AMENDMENT 1, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 131090:2019; THENCE ALONG A PORTION OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES;

(1) NORTH 89°35'07" WEST 83.94 FEET;

(2) SOUTH 33°22'12" WEST 268.46 FEET;

THENCE NORTH 00°18'21" WEST 236.88 FEET; THENCE NORTH 26°09'39" EAST 472.35 FEET TO THE POINT OF BEGINNING.

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 119,568 SQUARE FEET, OR 2.74 ACRES.

PODS #9A & 9B, AND A PORTION OF POD #3E:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 89°29'06" EAST 118.86 FEET TO A NORTHWEST CORNER OF THE NEW PARK AT PORTER'S CROSSING SUBDIVISION, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 133960:2019;

THENCE ALONG A PORTION OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES;

(1) SOUTH 07°11'38" EAST 385.56 FEET;

(2) SOUTH 82°48'22" WEST 474.22 FEET TO A POINT ON THE NORTH LINE OF THE PARKSIDE AT PORTER'S CROSSING SUBDIVISION, RECORDED WITH THE UTAH COUNTY RECORDER AS ENTRY 13765:2015;

THENCE ALONG A PORTION OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES;

(1) NORTHERLY 19.12 FEET ALONG THE ARC OF A 652.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF SAID CURVE BEARS SOUTH 51°35'21" WEST; CHORD TO SAID CURVE BEARS NORTH 39°15'03" WEST 19.12 FEET;

(2) SOUTH 49°54'33" WEST 77.00 FEET;

(3) SOUTH 79°10'16" WEST 605.49 FEET;

THENCE SOUTH 79°10'16" WEST 47.26 FEET; THENCE NORTH 00°35'22" EAST 530.53 FEET; THENCE NORTH 26°09'39" EAST 85.59 FEET; THENCE SOUTH 89°35'31" EAST 972.31 FEET TO THE POINT OF BEGINNING

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 00°06'10" EAST ALONG THE EAST SECTION LINE BETWEEN THE EAST QUARTER CORNER, AND THE SOUTHEAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 563,014 SQUARE FEET, OR 12.93 ACRES.

POD #2:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF PORTERS CROSSING; SAID POINT BEING NORTH 00°14'52" WEST 66.00 FEET AND NORTH 00°26'42" EAST 327.81 FEET FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°26'42" EAST 408.48 FEET ALONG SAID EAST RIGHT OF WAY LINE OF PORTERS CROSSING, RECORDED PER ENTRY 90696:2013 IN THE UTAH COUNTY RECORDER'S OFFICE TO A POINT ON THE SOUTH LINE OF DUBLIN FARMS SUBDIVISION, RECORDED PER ENTRY 118342:2018 IN THE UTAH COUNTY RECORDER'S OFFICE

THENCE ALONG SAID SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES:

(1) SOUTH 89°33'18" EAST 747.34 FEET;

(2) SOUTH 29°33'18" EAST 23.20 FEET TO A POINT ON A 187.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF SAID CURVE BEARS NORTH 00°26'44" EAST;

(3) EASTERLY 49.45 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 82°52'12" EAST 49.31 FEET;

(4) NORTH 75°17'40" EAST 16.01 FEET TO A POINT ON A 213.87 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;

(5) EASTERLY 56.62 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 80°51'26" EAST 56.45 FEET;

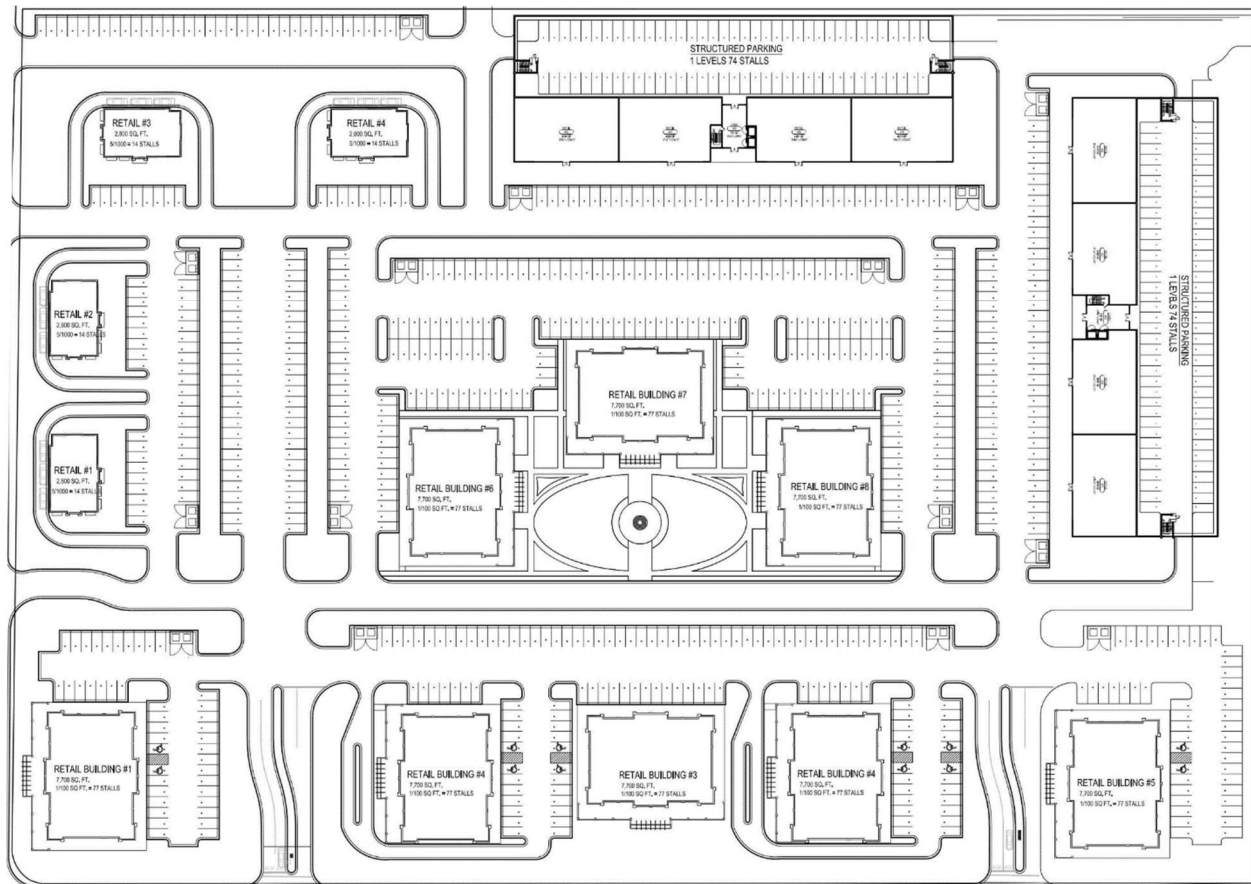
(6) SOUTH 89°33'18" EAST 153.30 FEET TO A POINT ON THE WEST LINE OF PONY EXPRESS TOWNHOMES, RECORDED PER ENTRY 84771:2015

THENCE SOUTH 00°00'36" WEST 415.63 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 89°09'35" WEST 1035.42 FEET TO THE POINT OF BEGINNING

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 89°09'35" EAST ALONG THE SOUTH SECTION LINE BETWEEN THE SOUTHWEST CORNER, AND THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 424,613 SQUARE FEET, OR 9.75 ACRES.

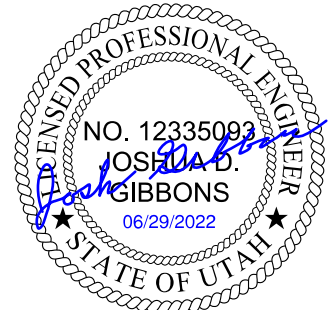
Porter's Crossing Commercial Traffic Impact Study



Eagle Mountain, Utah

June 29, 2022

UT22-2248



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Porter's Crossing Commercial development located in Eagle Mountain, Utah. The development is located northeast of the Porters Crossing / Pony Express Parkway intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) and future (2027) conditions with and without the proposed project and to recommend mitigation measures as needed. The evening peak hour level of service (LOS) results are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2. An exhibit of the proposed mitigated roadway network is shown in Figure ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Evening Peak Hour Level of Service Results

Intersection	Level of Service					
	Existing (2022)			Future (2027)		
	BG	PP	PP MIT	BG	PP	PP MIT
1 Gazelle Run / Pony Express Parkway	A	B	A	B	B	B
2 Porters Crossing / Pony Express Parkway	C	C	C	C	D	C
3 Ridley's Southeast Access / Porters Crossing	b	f	e	c	f	f
4 Ridley's Middle Access / Porters Crossing	a	b	b	b	c	c
5 Ridley's Northeast Access / Porters Crossing	a	a	a	a	a	a
6 St. Andrews Drive / Porters Crossing	a	a	a	a	a	a
7 Prestwick Lane / St. Andrews Drive	a	a	a	a	a	a
8 SE Project Access / Pony Express Parkway	-	c	c	-	e	d
9 SW Project Access / Pony Express Parkway	-	c	c	-	f	c
10 West Project Access / Porters Crossing	-	b	b	-	b	b

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)
2. BG = Background (without project traffic), PP = Plus Project (with project traffic), MIT = Mitigated Scenario
Source: Hales Engineering, June 2022

Table ES-2: Recommended Storage Length

Intersection	Recommended Storage Lengths (feet)															
	Northbound				Southbound				Eastbound				Westbound			
	LT		RT		LT		RT		LT		RT		LT		RT	
	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
2 Porters Crossing / Pony Express Parkway	100	-	100	-	100	125	-	125	200	-	-	-	100	225	-	200
3 Ridley's Southeast Access / Porters Crossing	-	50	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8 SE Project Access / Pony Express Parkway	-	-	-	-	-	100	-	-	-	100	-	-	-	-	-	100
9 SW Project Access / Pony Express Parkway	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100

1. Storage lengths are based on 2040 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable
Source: Hales Engineering, June 2022

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of various fast-food and coffee drive-throughs, sit-down restaurants, commercial/retail, and multi-family housing
- The project is anticipated to generate approximately 8,476 (+5,568 pass-by) weekday daily trips, including 676 (+529 pass-by) trips in the morning peak hour, and 628 (+441 pass-by) trips in the evening peak hour
- Auxiliary right-turn deceleration lanes are recommended for the southeast and southwest project accesses along Pony Express Parkway, as well as a left-turn deceleration lane for the southeast access
- Only the southern commercial component of the Porter's Crossing development is being analyzed in this traffic impact study
- There were also changes to the land uses for the northern pods (pods 9/10) to the Porter's Crossing development, but the trip generation differences were negligible
 - Land use changes include going from a charter school, assisted living facility, and a recreation center to residential townhomes and apartments
 - Trip generation for the peak hours was lower with these new land uses

2022	Background	Plus Project
Assumptions	• Porters Crossing wide enough to allow for left-turn queuing without impeding through-traffic at most accesses	• Full access at all project access points
Findings	• Acceptable LOS • SB queues at Porters Crossing / Pony Express Parkway intersection back up past SE Ridley's access	• Poor LOS at SE Ridley's & south project access / Porters Crossing
Mitigations	• None	• Porters Crossing / Pony Express Parkway: ◦ Install dual southbound left-turn lanes
2027	Background	Plus Project
Findings	• Acceptable LOS	• Poor LOS at: ◦ SE Ridley's & south project access / Porters Crossing ◦ SE project access / Pony Express Parkway ◦ SW project access / Pony Express Parkway • WB queues at Porters Crossing / Pony Express Parkway intersection back up past SW project access
Mitigations	• None	• Porters Crossing / Pony Express Parkway: ◦ Install SB right-turn pocket ◦ Install WB right-turn pocket • SE Ridley's Access / Porters Crossing: ◦ Stripe NB left-turn pocket • SW Project Access / Pony Express Parkway: ◦ Restrict to right-in/right-out turning movements only

Eagle Mountain Porters Crossing TIS Update
Mitigated Roadway Network

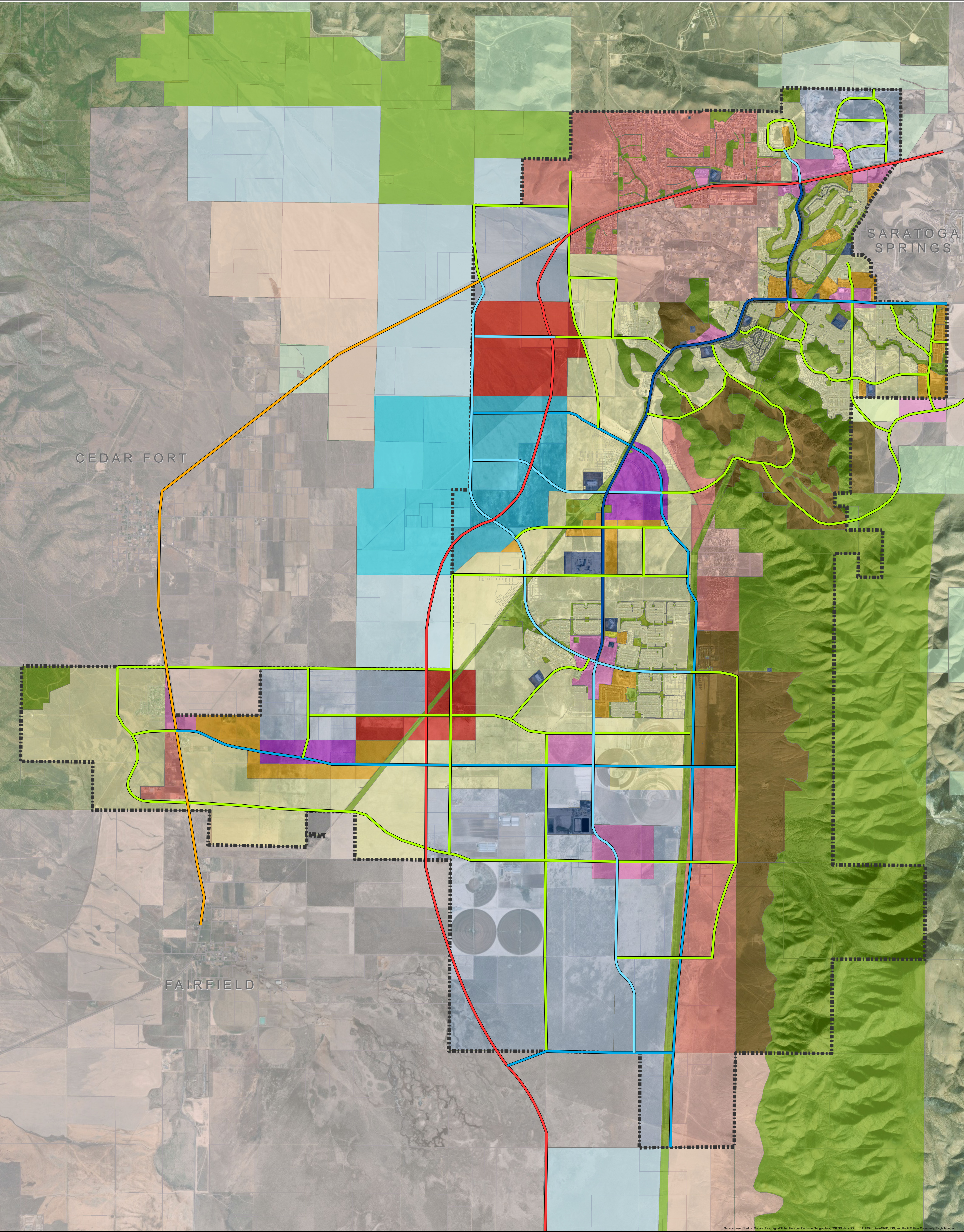


Figure ES-1

Future Land Use & Transportation

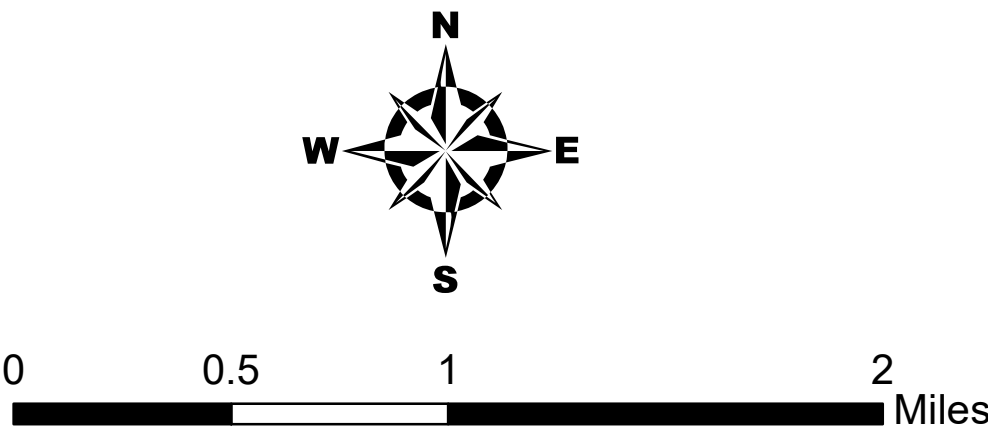
General Plan Map

January 2020



Land Use		Future Transportation			
	Foothill Residential		Town Center Mixed Use		Freeway
	Rural Density One		Regional Commercial		Highway
	Rural Density Two		Employment Center Campus		Parkway
	Neighborhood Residential One		Business Park/Light Industry		Major Arterial
	Neighborhood Residential Two		Civic Uses and Schools		Minor Arterial
	Neighborhood Residential Three		Parks and Open Space		Collector
	Community Commercial				

Future Transportation	
	Freeway
	Highway
	Parkway
	Major Arterial
	Minor Arterial
	Collector



Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties. Inquiries concerning the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Third Amendment to the Porter's Crossing Town Center Master Development Agreement.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	SK Hart (Khosrow Semnani)		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford, Deputy City Administrator/Community Development Director & Marcus Draper, City Attorney

RECOMMENDATION:

BACKGROUND:

Please see the Porter's Crossing Town Center ordinance staff report for details on the Master Development Agreement amendment, including exhibits.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Porter's Crossing Town Center MDA Amendment #3](#)

RESOLUTION NO. R- -2023

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE THIRD AMENDMENT TO THE
PORTER'S CROSSING TOWN CENTER MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Third Amendment to the Porter's Crossing Town Center Master Development Agreement, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Third Amendment to the Porter's Crossing Town Center Master Development Agreement, as set forth in Exhibit A.

2. The Third Amendment to the Porter's Crossing Town Center Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.

3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the General Plan Future Land Use Map and Rezoning Certain Land Known as Eagle Mountain Benches.		
ITEM TYPE:	General Plan Amendment and Rezone		
FISCAL IMPACT:			
APPLICANT:	Jeff and Karen Scott		
GENERAL PLAN DESIGNATION Agricultural/Rural Density 1 (2014 and earlier was "Rural Residential")	CURRENT ZONE Residential	ACREAGE 47.517 reported	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Planning
Manager

RECOMMENDATION:

Staff, finding that the proposal for a General Plan Map Amendment and Rezone have merit for consideration as outlined in the Staff report and the Planning Commission's hearing commentary, recommend that consideration be given to approving the request.

Given concerns regarding the easements on the west side of the lands slated for rezoning, the Council (if ultimately, favorably disposed towards the request) may wish to either: a) prohibit single-family homes building envelopes or entire lots from being within the powerline easement area and bar any lots; or, b) development to encroach in the gas line easement if the applications are approved. Also, the 150' buffer of concern to the Applicants may be amended by action on the Rezone request if the Council so desires (might just indicate any Rezone approval precludes the need to have the buffer or some portion of it if still partly desirable).

As always with these kinds of matters, the Council may vote to approve an/the application as presented (with or without conditions), approve (again with or without conditions) a revised version of a proposal, table or deny a matter. If an application is denied, the Council should state why they so acted.

Any future development of the property will have to contend with the encumbrances applicable to the same, but evaluation of such (a) proposal(s) will require additional City review [e.g., through a plat analysis process]. A revised version of the submitted concept plat or a relatively different plat plan being submitted would not be surprising.

BACKGROUND:

Source Extracted History:

June 09, 2015 -- PC Meeting: Rezone including residential & commercial. Planning Commission recommended approval of the residential and denial of the commercial proposals.

June 16, 2015 -- CC Meeting: Rezone denied by Council. Concerns were expressed regarding proposed lot sizes, use of septic tanks, road traffic and a commercial storage component.

August 25, 2015 -- PC Meeting: Rezone tabled to research the future of Lake Mountain Road.

October 27, 2015 -- PC Meeting: Rezone recommended for approval with minimum 1-acre lots.

November 17, 2015 -- CC Meeting: Rezone denied

January 26, 2016 -- PC Meeting: Recommended rezone approval with minimum 1-acre lots.

February 16, 2016 -- CC Meeting: Rezone denied

August 23, 2016 -- PC Meeting: Preliminary plat for 5-acre lots recommended for approval.

? 16, 2016 -- CC Meeting: Preliminary plat for 5-acre lots approved. (Expired)

April 10, 2018 -- PC Meeting: Planning Commission recommended denying the application for a revised plat design.

June 05, 2018 -- CC Meeting: Item tabled.

On June 19th, 2018, the Eagle Mountain Benches development was considered by the Eagle Mountain City Council. During that meeting the application was then tabled pending resolution of site development concerns. Apparently, efforts to redesign the project's layout between work-session and policy session at the meeting was not agreeable.

On July 17th of 2018, the item returned for renewed Council review.

At such time the Council again considered the project proposal, apparently with the following proposed conditions by the Applicants:

1. That the entire subdivision be serviced by sewer (vs. septic tanks);
2. That Lake Mountain Road be finished (paved) to the north up to the point where it reaches Glenmar Ranches;
3. That a 150' wide buffer be included along the southern edge of the project;
4. That [lots along the property's southern boundary] be kept to 1-acre in size at a minimum;
5. That lots not infringe in the main powerline corridor [that traverses across some of the property] to discourage trying to build under the same and to provide an open space, trail corridor area therein. However, land under the small powerline stretch could be made a part of future building lots;
6. That each lot would have a minimum of 20,000 sq. ft. of buildable area;
7. That 1/2 acre lots [would] be permitted in an area north [and west] of the powerline corridor;
8. That 1/3 acres lots [would] be also allowed in an area north and west of the powerline corridor;
9. That 1-acre lots be approved for development on the east, southeast side of the powerline corridor;

The Council voted [2018] to approve the rezone request, contingent upon Applicant/project compliance with the following conditions relating to any residential subdivision developed within the confines of the subject property:

1. The area east of the powerline corridor shall have a minimum lot size of 2.5 acres, with the lots to be served by septic systems.
2. The area west of the powerline corridor shall have a minimum lot size of one acre, without a stipulation in this motion as to whether septic systems would be permitted west of the corridor.
3. The main powerline corridor shall be preserved as open space for a possible future regional trail.
4. A 150' wide buffer shall be required along the south side of the property.
5. The applicant shall install raptor nesting boxes on the property, in consultation with Hawk Watch and the Eagle Mountain Kestrel Project.
6. Each lot shall have a minimum 1/2 acre building envelope.

7. A note shall be recorded against the plat stating that there are agricultural uses in the area.

Now in 2023, a General Plan Future Land Use Map and an associated Rezone application set have been filed (effectually as a request to change zoning to effectually amend some of the prior rezone's conditions) with conceptual drawings for a fresh review this year.

The Planning Commission, on April 25, 2023, voted to forward a recommendation to the City Council that the requested General Plan Future Land Use Map Amendment and associated Rezone should be denied.

ITEMS FOR CONSIDERATION:

Property Location Information

Surrounding Zoning:

North: BLM Government Land

East: BLM Government Land

South: Ag

West: Eagle Quest development (various zones)/Ag

Current General Plan Future Land Use Map Designation:

Agricultural/Rural Density 1

Proposed General Plan Future Land Use Map Designation:

Agricultural/Rural Density 2

General Plan Future Land Use Map Findings/Conclusions

The requested RD1 future land use change from Agricultural/Rural Density 1 to Agricultural/Rural Density 2 designation may be considered appropriate given that:

1. The proposed future land use category is deemed by City code as compatible with Ag/RD1, Parks and Open Space and Foothills Residential future land use categories per EMC § 17.60.160 Table 1. The [proposed Ag/RD2 designation lies abutting or adjacent to each of those settings.

2. The proposed future land use category would harmonize with the residential land use zone proposed to be overlaid the property.

3. Single-family detached residential homes are proposed for build-out across the property within the Ag/RD2 General Plan setting.

4. The Foothills Residential General Plan Future Land Use setting could also be overlaid on the property given its description; however, it may not be the best choice given the zone regulations pertaining to its companion FR Zone. That said, see comments below.

If the afore-noted General Plan Map Amendment is approved, then the new zoning district proposed may be considered harmonious with, and supported by, the new City's Future Land Use Map. If the City Council determines a modification to the proposed Rezone designation is necessary, the proposed General Plan Future Land Use category/setting should be first approved to support the preferred zone.

Note also that the pattern of General Plan categories working north to south starting in the area of Glenmar Ranches is Ag/Rural Density 2 (which supports the RD1 and RD2 Zones with 1-acre and 1/2-acre minimum sized lots), then, Ag/Rural Density 1 (supports the RA1 and RA2 Zones with 5+ and 2.5 acre lots), then, back to the Ag/Rural Density 2 setting [south of the Applicants' lands and the 5-acre parcels "below" them], then, to Foothill Residential (supports the Foothill Residential Zone (coincides with the FR Zone with 1/4-acre lots being allowed), then south of Pole Canyon Boulevard extended, the future plan changes to facilitate Ag/RD2 density again.

Summarily, the Plan's pattern causes the Applicants' lands and those immediately south to take the brunt of lower density housing provision while those properties north and south of the same all along the same range area with similar topography are entitled to enjoy higher density housing -- even the East Bench area.

Opinion: The preservation of lands for lower density development [if truly desired] may require a revamping down the road of the General Plan's Future Land Use Map for that area east of Lake Mountain Road generally spanning some 7.5 miles north (Glenmar area) to south (and that's not to mention the miles of Foothill Residential area southeast of the Applicants' property in the area of the "East Bench" that is slated to accommodate 1/4-acre properties). That said, perhaps some or all of the owners of the larger properties in the

vicinity, pre-development growth pressure, favor preservation of something of an island, per se, of rural sized parcels?

Rezone Findings

Proposed Zone(s) Compatibility:

EMC § 17.60.160 Table (see attachment) establishes the appropriate zone transitions and compatible adjacencies. Given the requested General Plan Future Land Use Map Amendment and existing future land use category patterning shown in the area surrounding and adjoining the property, plus, the currently developed and entitled residential and open space land uses also in, and abutting, the Applicants' land, Staff does not believe the Applicant's request to constitute a "spot zone" of the extent readily challenged via legal proceedings. The proposed RD1 Zone is noted as an agreeable transition to/from the Ag, RA2, RD2, OS-I and OS-N Zones. The federal lands abutting the property are considered as Ag ground, the Applicants' property across (to the west) of, and abutting against, the other lands they own being proposed for rezoning are currently zoned RD2, and the Eagle Quest development has established RD1, RD2 and R1 zoning against the Benches' western frontier.

City Utility and Emergency Services Issues:

1. Applicants are aware that whoever develops the property will be tasked with installing utilities for homesites.
2. Septic vs. sewer: In 2018, the City had been working with a hydrogeologist to identify priority areas for future well sites. A map provided to the City Council the last time this matter was considered showed a potential well site identified in the City's Impact Fee Facilities Plan (IFFP) near the project. That map is attached to this report ("see Figure 3 Well Map"). Septic systems, if used, would have a possible impact on the well's future installation given minimum separation distances required between septic systems and wells regardless of which comes first. The area in red-cross hatching on that map as pointed to by arrows would not be able to accommodate a well if septic systems were allowed within a future Benches Subdivision.
3. Note that the Eagle Quest was just approved by the City Council on 4/18 which would bring sewer and water utilities to a point where connection to the Benches is possible. Zoning Staff is not aware yet

whether there would be any capacity or pressure issues etc. with such an endeavor however. The availability of water should be one of the factors well understood as part of the review and approval of the Applicants' request.

4. Utility Corridor/Easement: A pair of parallel running and abutting utility easement corridors bisect the property. On the west side of the corridor is a 75' wide gas line easement with two pipes therein; on the east side is a 320' powerline easement. The two easements slightly overlap. The area within the scope of the easements is considered unbuildable with any permanent, primary structures. Minor "non-constructed" encroachments [kept under 12' tall per RMP] into the corridor should/would not necessarily interfere with the corridor's easement protections or the City's ability to get a trailway developed therein were the trail area delineated and cordoned.

An email received from a concerned citizen alleges further that there is a fiber-optic line with an associated easement within the easement and also comments on the above-mentioned power and gas easement situation. Note it is believed that the outlying powerline east of the main transmission lines is within the scope of the 320' easement.

5. Emergency services are available to the site.

Transportation/Traffic Issues:

Expected trip generation for future homes built within the Eagle Benches development is circa 9.55 trips/day. City Engineering finds that such traffic generation is acceptable predicated on any streets within the project and Lake Mountain Road are paved and built in conformance with currently adopted City standards. Specifically, the City Council previously designated Lake Mountain Road as a "Rural Residential" road. As development along Lake Mountain Road occurs, each development will be required to pave its frontage portion of that right-of-way. Interplan Transportation Planning was hired years ago to provide a traffic analysis of the road. Interplan concluded that:

1. Paving is/will be necessary if and as development continues.
2. Any increase in traffic volume on/along the road will likely result from mainly local traffic.
3. Cut-through traffic is expected to be, and remain, minimal.
4. An incomplete roadway network forestalls Lake Mountain Road

being used for regional trips.

5. Traffic calming on the road would produce undesirable adverse effects.

6. Future roadway networking will expectedly address volume and speed concerns.

An improved (including paving) Lake Mountain Road will be required of any subdivision that develops fronting and using the same for project access, including Eagle Mountain Benches.

Property Values:

Approval of the applications will expectedly make the Applicant's land more marketable and buildable in the current housing market in our area. Accordingly, we presume the property value of the Applicant's land will increase. No value decrease of consequence is predicted for adjoining lands.

Miscellaneous:

1. Unbuildable Land: Due to this project's location, there are portions of the same that may be [considered] "unbuildable". Eagle Mountain City Code § 17.75.120: "In considering the layout of any development in the city, the developer shall conform to the following restrictions with respect to unbuildable lands. No construction may occur in areas that have slopes in excess of 25 percent, land restricted by power lines, high volume floodplains, alluvial discharge areas, floodplains and floodways, and wetlands. Land in excess of 15 percent is ineligible for inclusion in improved open space requirements unless the planning commission recommends and the city council approves specific improvements on land in excess of 15 percent which these bodies have determined to be an approved entity. In this case, only the acreage of unbuildable land in excess of 15 percent which is improved will be considered towards the improved open space requirements." [Ord. O-27-2020 § 2 (Exh. A)].

2. Trailway: The 2018 Council decision reserved the powerline corridor/easement area as open space for a future regional trail. The easement bisects an area of the Applicants' parcels. Such a trail has been deemed desirable by City Parks but its scope and precise location [footprint] has not yet been defined.

3. Development Codes: Approval of a Rezone request [and in this matter a corresponding General Plan Map Amendment request also] does not guarantee the ability to develop the rezoned land. A

developer/project must still comply with all requisite zoning, engineering, fire codes pertinent to development of said land. Subdivision plans submitted in conjunction with the applications addressed by this report is for visioning purposes only at this time and is to be considered as conceptual.

4. Prior Conditions:

It is primarily condition number 1 which is proposed for modification by the Applicants via submittal of a new rezone request. The Applicants seek City approval to have 1-acre lots east of the utility corridor instead of 2.5 acre lots. The concept plat plan the Applicants have provided show an average building lot size in excess of 1-acre.

Condition 3's preservation of the "powerline" corridor" as open space for a possible future regional trail" could be re-evaluated as noted above. Its propriety, its scope/size/dimension, its reasonableness, etc. Note that the City Parks Department understandably favors development of a regional trail within/under the corridor. Competing with that interest is the Applicants' desire to maintain all or part of the ground within the corridor that cuts through their land as countable lot [*sans* buildings] area. The Applicants' position in this regard seems to be reversed from their proposed compromise conditions used to negotiate during their 2018 Council proceedings as noted in the Staff report from that era.

Condition 4's 150' buffer requirement could be evaluated in terms of its propriety (i.e., its extent/depth) given that the land south of, and abutting the Applicant's ground may presently, per the adopted Future Land Use Map be developed with homesites too.

Citizen/Agency/Intra-Departmental Correspondence:

Any written correspondence received by Staff respecting this matter prior to the time this report was published is hereto attached.

REQUIRED FINDINGS:

General Plan Map Amendments and Rezones are legislative decisions and are considered valid if reasonably debatable and not illegal (i.e., the decisions do not require the City Planning Commission or City Council to take action based on findings of facts). Eagle Mountain does not have any code standards to govern

General Plan [Map] Amendments. The Council should consider the health, safety, and welfare of the community.

The criteria for approval for a Rezone are listed in EMC § 17.90.060 and are commented upon within the "Items of Consideration" section above.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of April 25, 2023, voted (3-2) to recommend to the City Council that the applications be denied. Audio and video meeting minutes, as of the date of this report, are available on the City's website.

The Commissioners debated the matter during the discussion phase for the item, offering no explanation for their vote during the making of their end motion.

ATTACHMENTS:

[ORD--Eagle Mountain Benches General Plan Amendment & Rezone](#)

[EXHIBIT--Eagle Mountain Benches General Plan Land Use Map](#)

[EXHIBIT--Eagle Mountain Benches Rezone Map](#)

[Vicinity Map](#)

[General Plan Future Land Use Map](#)

[Adjoining Eagle Quest MDP Map](#)

[EM Benches Utility Corridor and Parcels' Proposed Rezone Area](#)

[Zone Buffer Table](#)

[Residential Density Yield Chart](#)

[Concept Plan](#)

[Well Map](#)

[Fire Department Memo](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
GENERAL PLAN FUTURE LAND USE MAP AND REZONING
CERTAIN LANDS KNOWN AS EAGLE MOUNTAIN BENCHES**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the General Plan Future Land Use Map and rezone certain lands known as Eagle Mountain Benches, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve an amendment to the General Plan Future Land Use Map and the rezone of certain lands known as Eagle Mountain Benches, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



Proposed Zoning



Existing
"Residential"
Zone with
One Acre Lots

Open Space

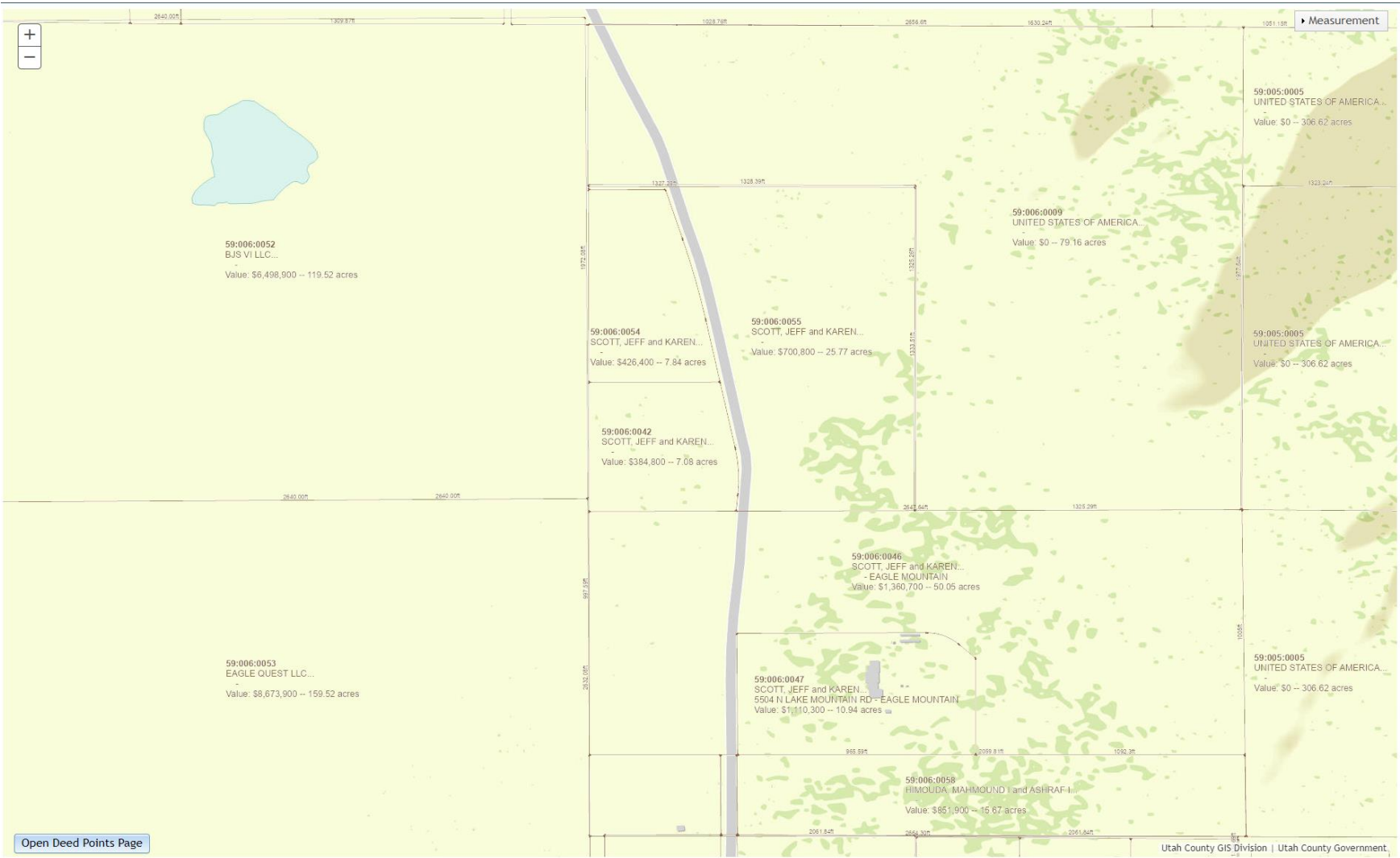
Proposed RD1
Rezone Area

Eagle Quest

- Scott's Property
- 2022 December Parcels
- Transmission Lines
- Transmission Line Buffer

0.5 Miles

Vicinity Map – County Assessor Parcel Viewer Map



Target Parcels



BLM

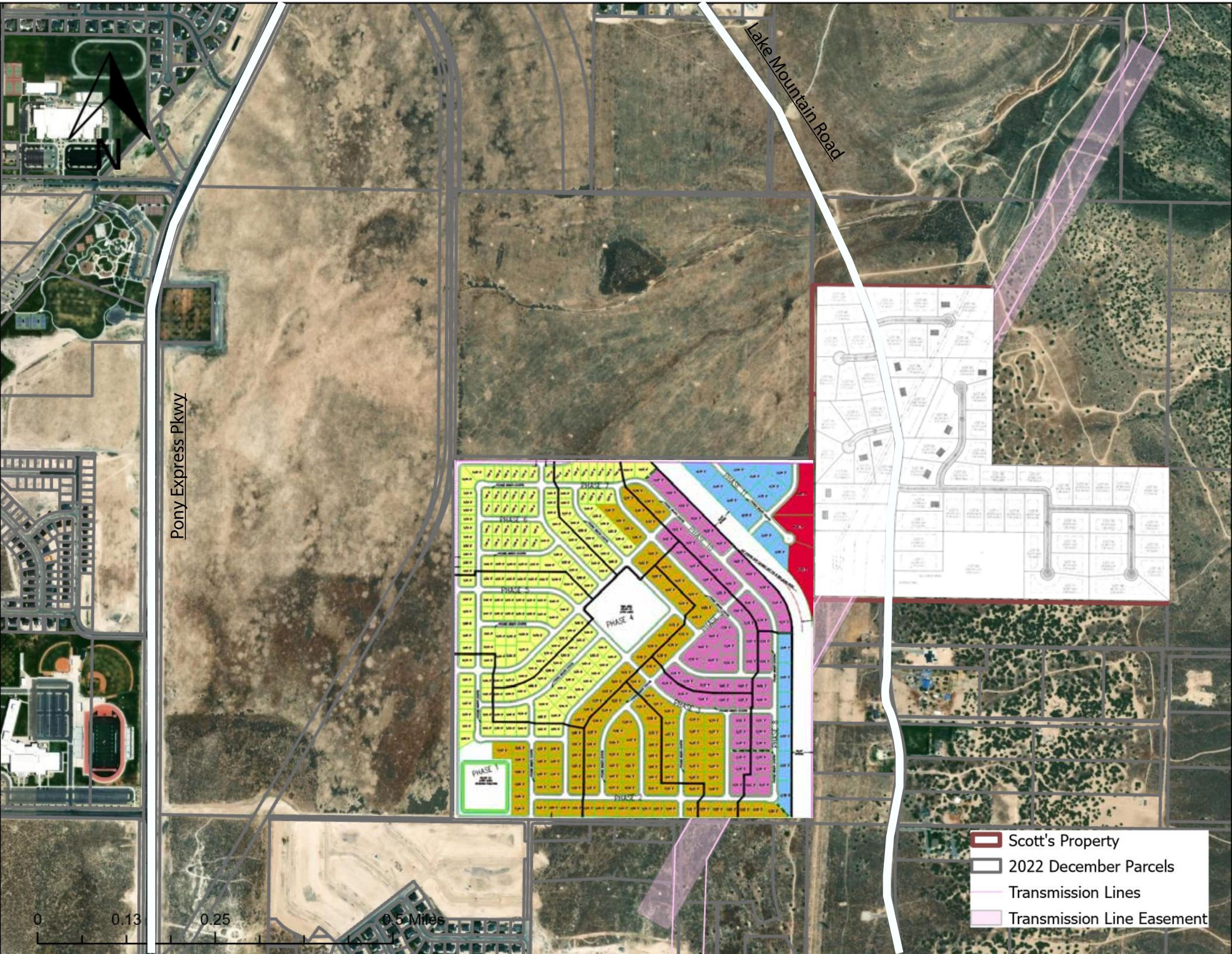
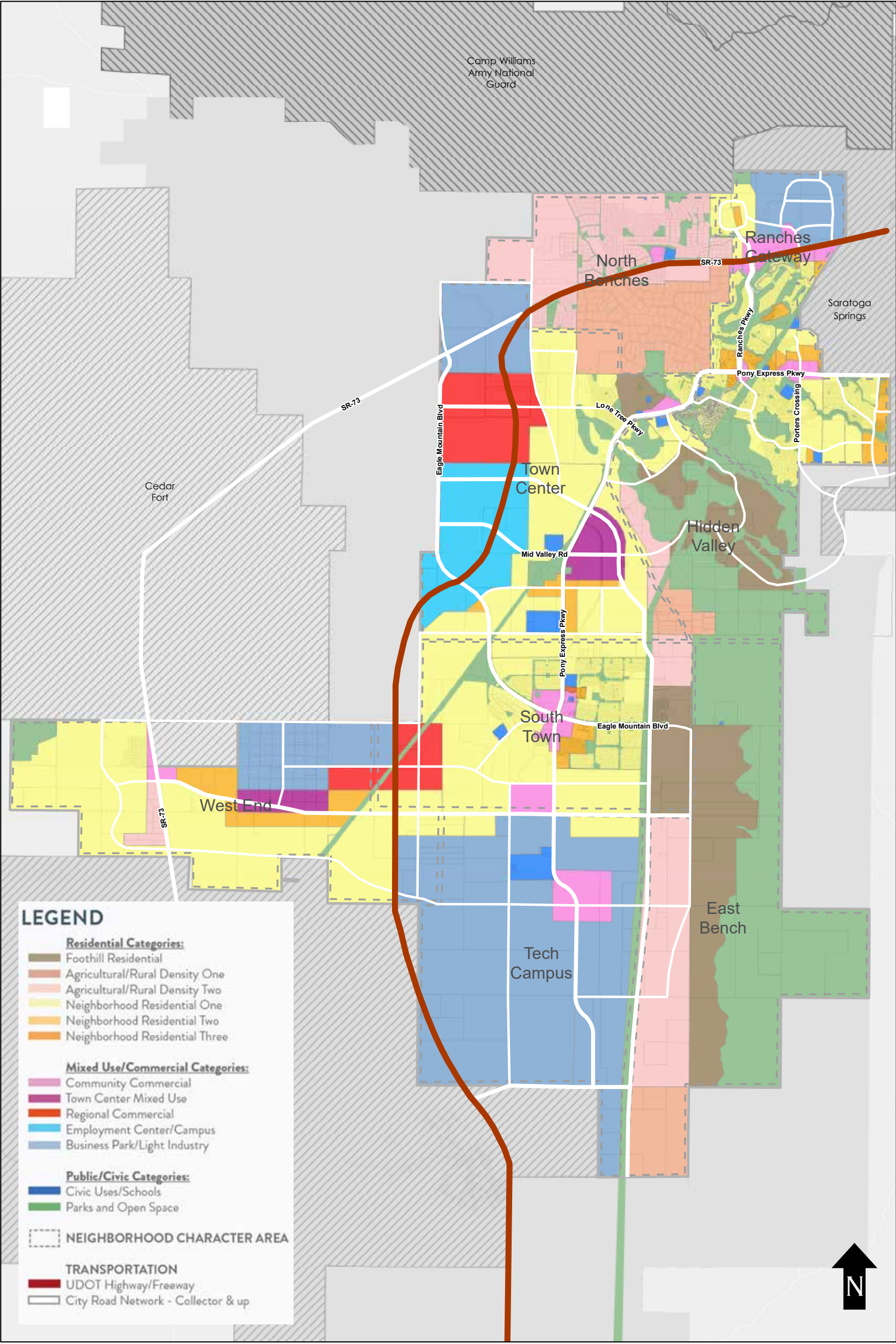
REZONE SUBJECT PROPERTY

Eagle Quest

0 0.07 0.15 0.3 Miles

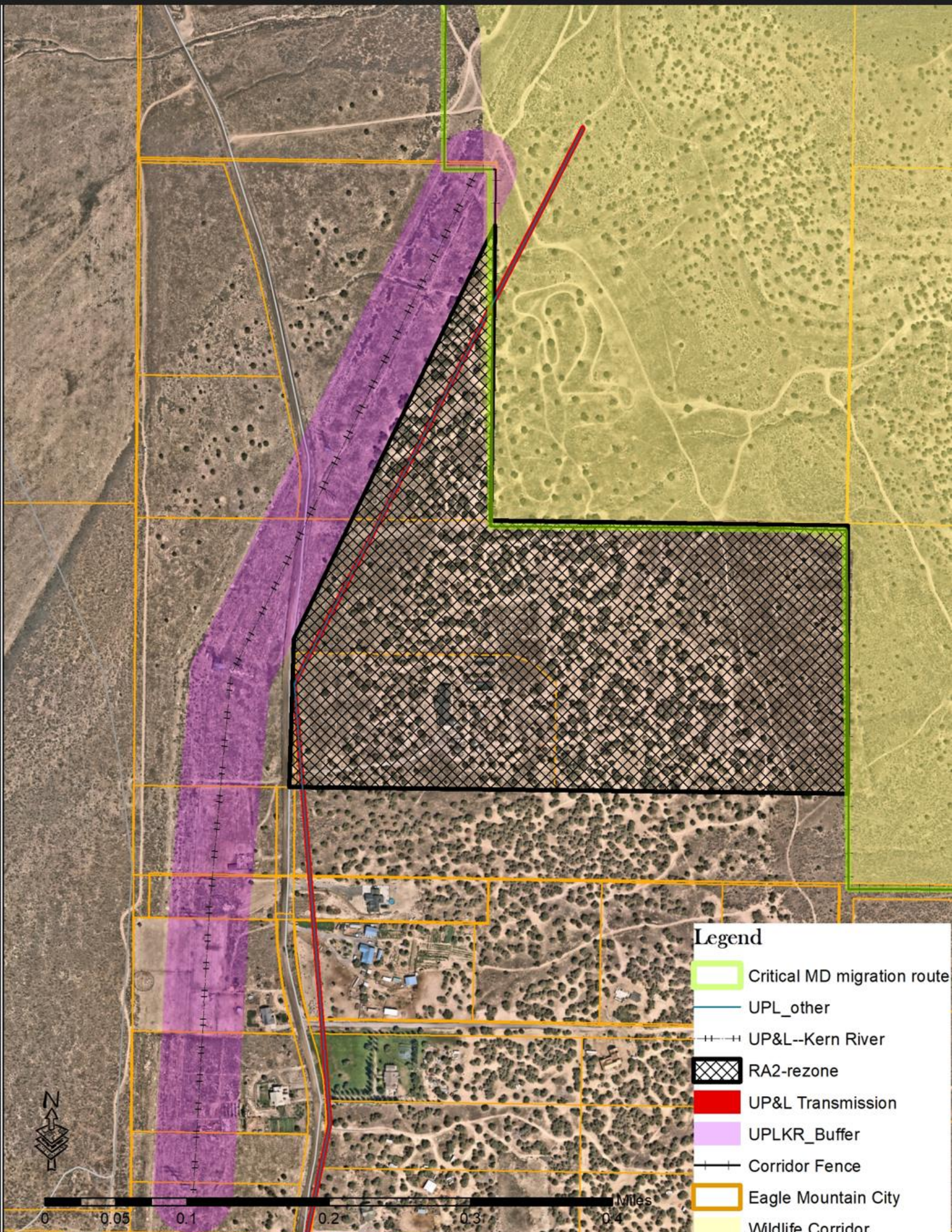
- Scott's Property
- 2022 December Parcels
- Transmission Lines
- Transmission Line Buffer

FUTURE LAND USE & TRANSPORTATION MAP



Eagle Quest MDP and MDA Approved Project Layout/Zoning





Legend

- Critical MD migration route
- UPL_other
- UPLKR_Buffer
- RA2-rezone
- UP&L Transmission
- Corridor Fence
- Eagle Mountain City
- Wildlife Corridor



ZONE BUFFER/TRANSITION & COMPATIBILITY TABLE

17.60.160 Zone transitions.

The zone transition table found in Table 17.60.160(1) below identifies the compatible zones that may be adjacent to each zone. Each column is defined as:

A. Zone. The existing or proposed zone designation for the subject property.

B. Compatible Buffer. The permitted zones for land adjacent to the zone identified in the first column.

C. General Plan Category **Compatibility**. The future land use designation in the general plan that the zone identified in the first column may be located within.

The "Zone Legend," "Overlay Zone Legend," and "General Plan Categories" found in Table 17.60.160(2) below are provided for reference.

ZONE	COMPATIBLE BUFFER	GENERAL PLAN CATEGORY COMPATIBILITY
AG	RA1, RA2, RD1, RD2, FR, MEC, OS-I, OS-N	ARD1, ARD2, FR, OS, PO
RA1	AG, RA2, OS-I, OS-N	ARD1
RA2	AG, RA1, RD1, OS-I, OS-N	ARD1
RD1	AG, RA2, RD2, OS-I, OS-N	ARD2
RD2	AG, RD1, FR, R1, OS-I, OS-N	ARD2
FR	AG, RD2, R1, CN, OS-I, OS-N	FR
R1	RD2, FR, R2, CN, OS-I, OS-N	NR1
R2	R, R3, CN, OS-I, OS-N	NR1
R3	R2, RC, CN, OS-I, OS-N	NR1
RC	R3, MF1, MF2, CN, CC, OS-I, OS-N	NR2
MF1	RC, MF2, CN, CC, CR, CS, OS-I, OS-N	NR2, CC, CR
MF2	RC, MF1, CN, CC, CR, MEC, OP, CS, OS-I, OS-N	NR3, CC, CR, TCM
CN	FR, R1, R2, R3, RC, MF1, MF2, CC, MEC, OP, OS-I	CC, TCM
CC	RC, MF1, MF2, CN, CR, MEC, OP, LMD, OS-I	CC, ECC, TCM
CR	MF1, MF2, CC, MEC, OP, LMD, CS, OS-I	CR, ECC
MEC	AG, MF2, CN, CC, CR, OP, OS-I	ECC
OP	MF2, CN, CC, CR, MEC, OS-I	TCM, CC, CR, ECC
I	LMD, CS, OS-N	BPLI
LMD	I, CR, CC, CS, OS-N	BPLI
CS	MF1, MF2, CC, CR, I, LMD, OS-N	BPLI
OS-I	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, CC, CN, CR, MEC, OP, OS-N	PO
OS-N	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, OP, I, LMD, CS, OS-I	PO

EAGLE MOUNTAIN CITY

RESIDENTIAL DWELLING UNIT(S) GROSS DENSITY YIELD CHART

Zone	Minimum Lot Size in Sq. Ft. per Single Detached Dwelling Unit	Resulting Gross Density Yield in Dwelling Units/Acre	Minimum Average Lot Size in Sq. Ft. per Single Detached Dwelling Unit	Resulting Gross Density Yield in Dwelling Units/Acre on Average	Minimum Lot Size in Sq. Ft. per Multiple-Family ¹ Structure(s)	Resulting Gross Density Yield in Dwelling Units/Acre
RA 1	217,800	.2	n/a	--	n/a	--
RA 2	108,900	.5	n/a	--	n/a	--
RD 1	43,560	1	n/a	(1)	n/a	--
RD 2	21,780	2	n/a	(2)	n/a	--
FR	10,890	4	21,780	2	n/a	--
R 1	10,890	4	14,250	3	n/a	--
R 2	8,000	5.4	10,890	4	n/a	--
R 3	6,500	6.7	8,500	5.12	n/a	--
RC	4,500	9.68	6,000	7.26	n/a	--
MF 1	n/a	n/a	n/a	n/a	n/a	10 ²
MF 2	n/a	n/a	n/a	n/a	n/a	20 ³

Densities are shown in gross numbers; net densities are dependent on available land for building after drives, setbacks, and parking pads, etc. are subtracted from overall property area; and, all numbers are rounded and not all zones are reported – only those that make allowance for residential development/use.) Also, this chart does not reflect any residential uses that may be allowed in commercial or industrial zones.

Notes:

1. Structures containing with 2+ units – whether condo, townhouse or apartment-like arrangements apartment or townhome arrangements); and,
2. Maximum also of six (6) dwelling units in a single building; and,
3. Maximum also of twelve (12) dwelling units in a single building.

NO	DATE	DESCRIPTION

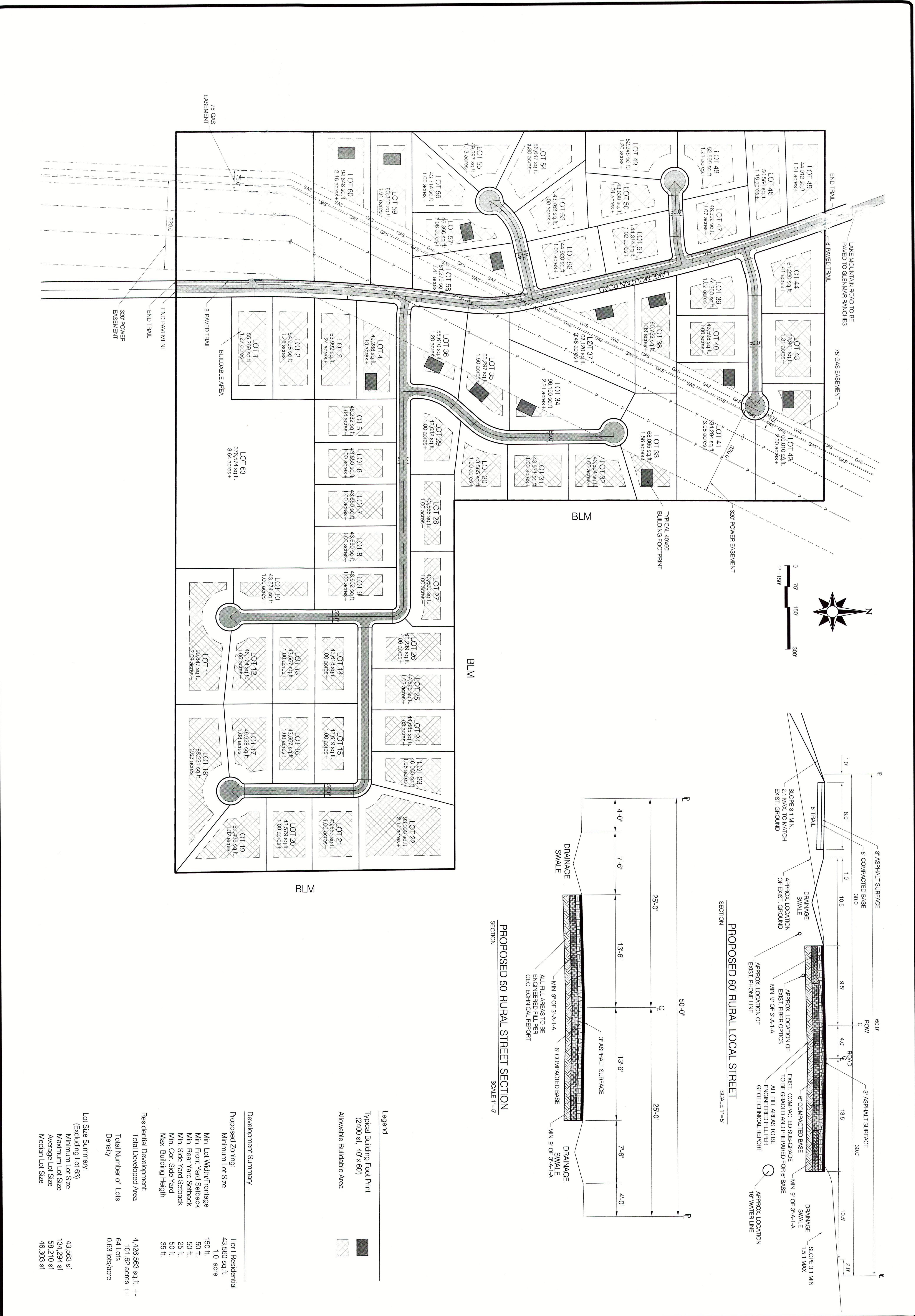
Engineering & Surveying, LLC
42 N 200 E, Suite 1, American Fork, Utah 84003
tel: 801-216-4613 www.arise-eng.com

PROJECT NAME:
EAGLE MOUNTAIN BENCHES
5500 N LAKE MOUNTAIN ROAD
EAGLE MOUNTAIN, UTAH

PROJECT NO: 19-457-01
DATE: Mar 6, 2018
HOR SCALE: As Noted
ENGINEER: BS
CHECKED:

TITLE
CONCEPT SITE PLAN

SHEET
C-02



Development Summary	
Proposed Zoning:	Tier I Residential
Minimum Lot Size	43,560 sq.ft.
Min. Lot Width/Frontage	1.0 acre
Min. Front Yard Setback	150 ft.
Min. Rear Yard Setback	50 ft.
Min. Side Yard Setback	50 ft.
Min. Cor. Side Yard	25 ft.
Max. Building Height	50 ft.
Residential Development:	
Total Developed Area	4,426,563 sq. ft. +- 101.62 acres +- 64 Lots
Density	0.63 lots/acre

Lot Size Summary: (excluding lot 63)	
Minimum Lot Size	43,563 sf
Maximum Lot Size	134,294 sf
Average Lot Size	58,210 sf
Median Lot Size	46,303 sf

WELL MAP WITH ZONE 2 DEPICTED

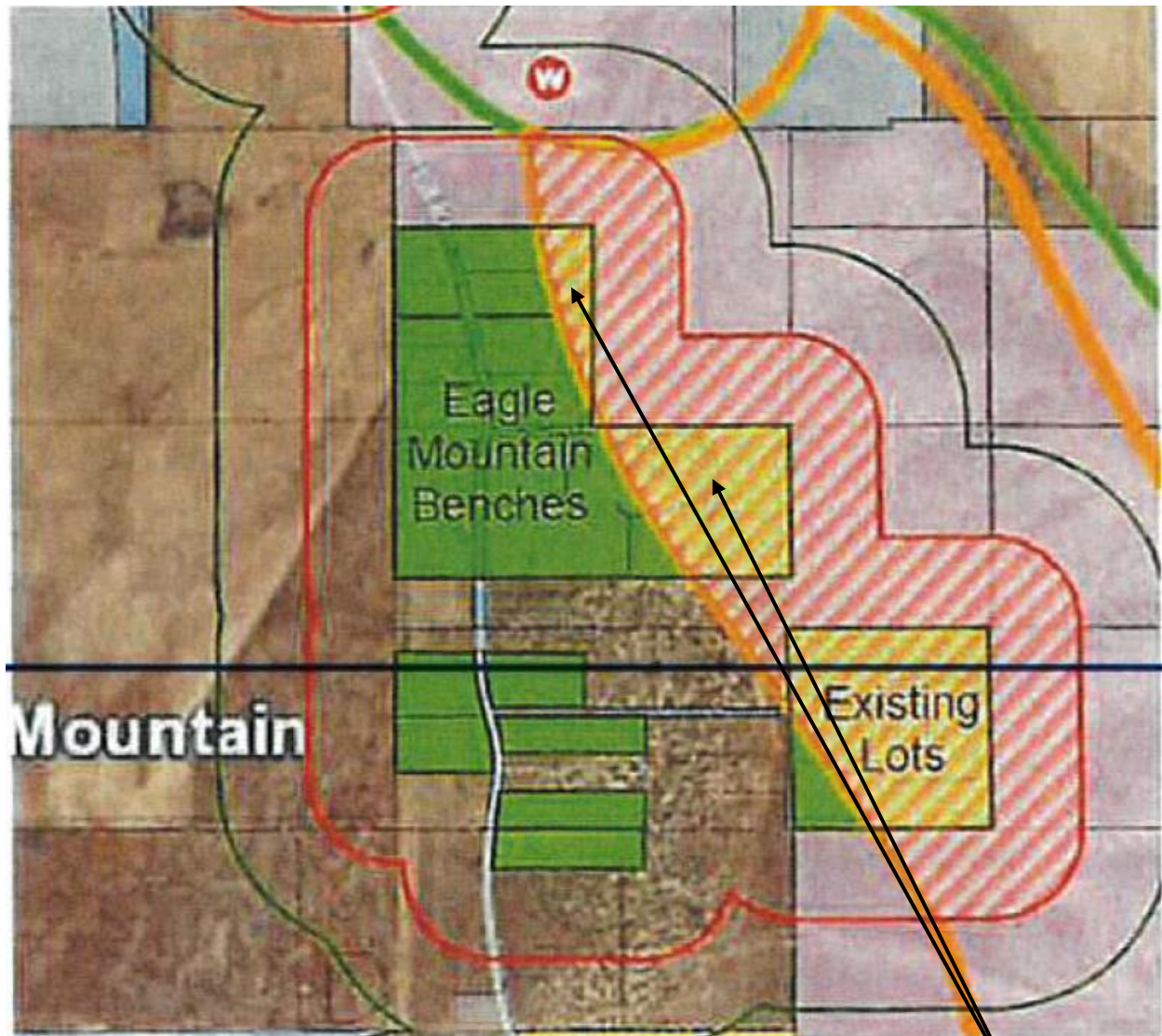


Figure 3 Well Map

Zone 2 where it overlays Applicants' property under consideration (red cross-hatched area(s))

Robert Hobbs

From: Daniel DeVoogd <ddevogd@unifiedfire.org>
Sent: Wednesday, April 19, 2023 1:54 PM
To: Robert Hobbs
Subject: Eagle Mountain Benches Subdivision

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Rob,

With the proposed revisions to the Eagle Mountain Benches subdivision, Unified Fire Authority will require that the Scott's develop the subdivision in full compliance with the requirements of the International Fire Code. Specifically the requirements of Chapter 5 and Appendix B, C & D which apply to access roads, water supply and fire hydrant locations.

The Scott property had prior approval for the original larger parcel concept back in 2015 or 2016. At the time, the city council had rejected improvements being made to Lake Mountain Rd because a few existing residents voiced their opposition. That iteration of the Eagle Mountain Benches subdivision was approved with gravel roads and fire hydrants spaced at 1000' intervals. My recollection is that each of the homes in the development also required the installation of a residential fire sprinkler system due to the non-compliant access roads and extended hydrant spacing that had been approved.

However, since that time, the Glenmar Ranches subdivision north of the Scott property was developed. Glenmar Ranches was required to make improvements on Lake Mountain Road and throughout the development. At this point, I find it appropriate for Eagle Mountain Benches to comply with the city standards and fire code requirements for residential development - especially with the newly proposed change to higher density 1 acre lots.

Regards,

Dan DeVoogd

Captain / Deputy Fire Marshal

Unified Fire Authority, Fire Prevention Division

4965 S. Redwood Road, Taylorsville, Utah 84123

801-743-7232 office 801-824-3719 cell

ddevogd@unifiedfire.org





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.70.030, Accessory Dwelling Unit Standards.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:
See Planning Commission Action/Recommendation.

BACKGROUND:
EMMC currently permits a detached accessory dwelling unit to be up to 50 percent of the main dwelling footprint, including the garage, with a maximum size of 1,200 square feet. The minimum size is 400 square feet. A resident appeared at a Planning Commission meeting and made the request of the City to look at removing the 50 percent requirement. The permitted size would then be between 400 to 1,200 square feet.

ITEMS FOR CONSIDERATION:
A cursory look at homes in the City show that many have a footprint greater than 2,400 square feet while several do not. The current 50% limit will not apply to those greater than 2,400 square feet as the maximum of 1,200 will already apply. It can generally be accepted that smaller homes will be located on smaller lots. Removing the 50% can affect detached ADU size but very few detached ADUs are built overall in the City and smaller lots will be hindered by lot size and available area in the rear yard to even build a detached ADU. Detached accessory structure standards will also limit potential size of a detached ADU/accessory structure. Certainly the code cannot be a one-size fits all and small homes exist on large lots and large homes

on small lots.

This code text amendment came from a citizen at a recent Planning Commission meeting when accessory building standards was discussed. The applicant requested the 50% rule be removed. Staff was working on several text amendments so it was decided to include this text amendment along with the other amendments.

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval of the proposed text amendment to Section 17.70.030, Accessory Dwelling Unit Standards.

ATTACHMENTS:

[ORD--EMMC 17.70.030 Accessory Dwelling Unit Standards](#)

[EXHIBIT--EMMC 17.70.030 Accessory Dwelling Unit Standards](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.70.030
ACCESSORY DWELLING UNIT STANDARDS**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend Eagle Mountain Municipal Code Section 17.70.030 Accessory Dwelling Unit Standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to amend Eagle Mountain Municipal Code Section 17.70.030 Accessory Dwelling Unit Standards.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

17.70.030 Accessory dwelling unit standards.

D. Location and Type. Accessory dwelling units may be allowed within or attached to the main single-family residential dwelling (basement or addition), over the garage (attached or detached), or in a detached accessory structure (cottage home, casita, guest house), where permitted by EMMC 17.25.030.

1. ADU – Basement. An accessory dwelling unit in a basement must have a separate exterior entrance located on either the side or the rear of the building.

2. ADU – Attached. Accessory dwelling units attached to the primary dwelling as an addition shall meet all minimum setback standards required for the primary dwelling, as found in EMMC 17.25.040. Attached ADUs must have a separate entrance located on the side or in the rear of the building.

3. ADU – Detached.

a. Maximum Height. Maximum height of accessory dwelling units located above a garage is 35 feet. Stand-alone units may not exceed two stories and 35 feet in height.

b. Size. The living space of a detached accessory dwelling unit must be a minimum of 400 square feet ~~and may not be larger than 50 percent of the primary home's footprint (including garage)~~, up to a maximum of 1,200 square feet. Detached accessory dwelling units may not have more than two bedrooms and must be permanently connected to utilities, attached to a site-built permanent foundation which complies with building code, and must comply with all other applicable standards of this chapter. A building permit and inspections are required for construction of the foundation and installation of the structure and connection to utilities.

c. Setbacks. Detached accessory dwelling units must meet the same front, side, and rear yard setbacks as the primary dwelling and be located at least six feet from the primary dwelling.

d. Street Frontage. The lot must have a minimum street frontage of 70 feet to receive approval for a detached accessory dwelling unit. A smaller-frontage lot may be approved if, at the discretion of the approval authority, the lot configuration is unique and/or the primary dwelling unit is unique in size or location on the lot, and the impacts to neighbors and the street are substantially similar to those on a 70-foot-wide lot.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.05.200 Tables Relating to Application Expirations.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:
See Planning Commission Action/Recommendation.

BACKGROUND:
The current EMMC does not have an expiration of applications after a time period of inactivity. The current direction is to keep applications open and progress to approval at the time of any resubmittal. This may keep application open for several years with some likely forgotten by the applicant and/or staff. Expiration of applications is a common policy implemented by many municipalities.

Typical amendments are shown in redline/strikeout format. Because this section is entirely, the attached amendment exhibit is provided in black text.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:
Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval to amend Section 17.70.030, Tables, by adding table (d), expiration of applications.

ATTACHMENTS:

[ORD--EMMC 17.05.200 Tables - Application Expirations](#)

[EXHIBIT--EMMC 17.05.200 Tables - Application Expirations](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.05.200 TABLES
(APPLICATION EXPIRATIONS)**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend Eagle Mountain Municipal Code Section 17.05.200 Tables, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to amend Eagle Mountain Municipal Code Section 17.05.200 Tables.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

TABLE 17.05.200(d) Application Expiration

An application shall be expired if inactive for a period of 6 or 12 months with no substantial action. Substantial action is a plan review submittal, return of a plan review to the applicant, or action by the Eagle Mountain City Planning Commission or Eagle Mountain City Council. If an application is deemed to be expired, any subsequent review must be accompanied by a new application and resubmittal fee. Any vested rights accrued thereunder shall also terminate.

LAND USE APPLICATION TYPES:	EXPIRES AFTER INACTIVITY OF:
Concept Plan	12 months
Conditional Use	
Final Plat	
General Plan Code Amendment	
Lot Line	
Master Development Application	
Master Development Plan	
Master Site Plan	
Preliminary Plat	
Recorded Plat Amendment	
Rezone	
Site Plan	
Variance	
OTHER PLANNING APPLICATIONS:	EXPIRES AFTER INACTIVITY OF:
Accessory Dwelling Units (ADU's)	6 months
Construction Trailer	
Hobby Breeder	
Kennel License/Pet Sitting	
Second Kitchen	
Signs	



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Sections 17.55.080 Landscaping in Parking Areas and 17.100.050 Site Plan Development Standards.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: Yes	RECOMMENDATION: See Planning Commission Action/Recommendation.		
PREPARED BY: David Stroud, Planning	BACKGROUND: EMMC Section 17.55.080 outlines landscaping requirements in parking areas. This section of code can be interpreted to accept right-of-way landscaping as the required landscaping. Recent site plans have been approved with parking and or drive lanes at property line with no landscape buffer other than what is in the right-of-way. The issue that comes up is when a right-of-way is widened, the off-site landscaping is then removed causing a little or no landscaping between the development and the right-of-way. The proposed changes clarify that there shall be an on-site landscape buffer of ten feet when parking and/or drive lanes are adjacent to a public right-of-way. EMMC 17.100.050 identifies a 100-foot minimum separation of commercial driveways to adjacent driveways or driveways to the public right-of-way. Past site plan review as pointed out the need to clarify how the measurement between driveways and/or public rights-of-way is calculated. Where the measurements are taken is up to interpretation. The amendment to the Code identifies the points to use as starting and endpoint of the measurement.		
PRESENTED BY: David Stroud			

ITEMS FOR CONSIDERATION:**REQUIRED FINDINGS:**

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval of the proposed amendment to Section 17.55.080, Landscaping in Parking Areas and amendment to Section 17.100.050, Site Plan Development Standards.

ATTACHMENTS:

[ORD--EMMC 17.55.080 Landscaping in Parking Areas & 17.100.050 Site Plan Dev Standards](#)

[EXHIBIT--EMMC 17.55.080 Landscaping in Parking Areas](#)

[EXHIBIT--EMMC 17.100.050 Site Plan Development Standards](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
SECTION 17.55.080 LANDSCAPING IN PARKING AREAS AND
SECTION 17.100.050 SITE PLAN DEVELOPMENT STANDARDS**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Sections 17.55.080 Landscaping in Parking Areas and 17.100.050 Site Plan Development Standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to Eagle Mountain Municipal Code Sections 17.55.080 Landscaping in Parking Areas and 17.100.050 Site Plan Development Standards.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah
on this 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

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☐ Carolyn Love

☐ Brett Wright

Those voting no:

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☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

17.55.080 Landscaping in parking and drive lane areas

The following requirements shall apply to all landscaping of off-street parking and drive lane areas:

A. Parking and Drive Lane Areas Adjacent to Public Streets or Private Streets. All parking and drive lane areas for nonresidential or multifamily residential uses which are adjacent to a public or private streets right-of-way shall have a landscaped bermed strips or planting width of not less than 10 feet placed between the on-site and adjacent to the right-of-way lines sidewalk and the parking area. A headlight screen or berm shall be at least 3.5 feet in height and capable of blocking headlight glare. Trees, both deciduous and/or evergreen, shall be placed in the strip with spacing of no less than 30-foot intervals or the width of the two adjacent trees' canopy or foliage when mature. This spacing requirement is used for calculating the number of trees required to be installed along frontages and is not meant to dictate the design of the landscaping. Required street trees may be clustered so long as trees have sufficient space to grow to maturity without encroachment of other vegetation. The layout of the landscaping shall not be in close proximity to public facilities such as overhead power lines, fire hydrants, traffic control signage, etc., that would be obstructed when the vegetation reaches maturity. The following are sizes of planting standards for required landscaping that shall be followed for all new development:

1. Deciduous Trees. All deciduous trees shall have a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line.
2. Curbs. All landscaped areas abutting any paved surface shall be curbed according to the city's construction specification.

B. Clear Sight Triangles. Clear lines of sight shall be provided at intersections by delineating triangular areas adjacent to all intersections, within which no parking, building, structure, berming, or landscaping over three feet in height above the street shall be permitted. Single-trunk trees may be planted within such areas, but only where the tree will be pruned to eliminate all branches and foliage below eight feet. Driveways, when feasible, are prohibited within the clear vision triangle of local streets.

1. Local Streets. At intersections of local streets the triangle shall be defined by drawing a line between two points that are 30 feet from the intersection along the lot (property) lines.
2. Alleys and Driveways. At intersections of alleys and driveways (this includes private driveways) the triangle shall be defined by drawing a line between two points that are 15 feet from the intersection along the lot lines (along alleys) or 15 feet from the intersection along the lot line and outer edge of the driveway.
3. Alleys or Driveways and Local Streets. At intersections of alleys or driveways (this includes private driveways) and local streets the triangle shall be defined by drawing a line between two points that are 15 feet from the intersection along the lot lines (along alleys) or driveways and 30 feet on the street side.

4. Other Streets. Larger clear sight triangles may be required by the city engineer where local streets enter arterial streets, major collector streets, or parkways.

C. Required Parking Islands.

1. Islands on Doubled Rows of Parking. On doubled rows of parking stalls, there shall be one 40-foot-long by five-foot-wide landscaped island on each end of the parking rows, plus one 40-foot-long by five-foot-wide landscaped island to be placed at minimum of every 12 parking stalls. Each island on doubled parking rows shall include a minimum of two deciduous trees per planter having a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Other landscape installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscape islands. Xeriscaping is encouraged in these areas.

2. Islands on Single Rows of Parking. On single rows of parking there shall be one 20-foot-long by five-foot-wide landscaped island a minimum of every 12 stalls. Islands on a single parking row shall have a minimum of one deciduous tree having a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Other landscaping installed in the island shall include shrubbery and an acceptable ground cover. No hard surface improvements such as concrete or asphalt are allowed within any landscaped islands. Xeriscaping is encouraged in these areas.

3. Traffic Circulation. Landscaped islands at the ends of parking rows shall be placed and shaped in such a manner as to help direct traffic through the parking area. There shall be a break in parking rows at a minimum of 48 parking stalls for each double row of parking for the purpose of facilitating traffic circulation on the site.

4. Interior Landscaped Boundary Strips. ~~All landscaped boundary strips along street frontages shall be a minimum of 10 feet in width. Landscaping along interior property lines is not required if adjacent to the same land use. If landscaping is used along interior property lines, The minimum landscaped boundary strip along parcels that have the same land use shall be a minimum of six feet in width and contain plantings that shall be at least 3.5 feet high capable of blocking headlight glare. Landscape buffer width between parcels with different land uses in contained in Table 17.60.170(b). A fence, landscaped screen, or berm is required around the perimeter of the parking area to mitigate escape of light from headlights and other lighting on surrounding property. A headlight screen or berm shall be at least three and one-half feet in height and capable of blocking headlight glare.~~

5. Completion of Landscaping. All landscaping improvements shall be completed in accordance with the approved site plan, landscaping plan, and irrigation plan and occur prior to the issuance of a certificate of occupancy for the associated structure(s). Exceptions may be permitted and certificates of occupancy issued where weather conditions prohibit the completion of required landscaping improvements. In such cases an extension period of six months is permitted but a bond shall be posted for not less than 110

percent of the value of the landscaping and shall be held until the requirements of this chapter are met.

6. Snow Stacking Capacity. Every parking lot design shall plan for a snow stacking area to accommodate the stacking volume of a four-inch snow base over the entire parking lot.

[Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 11.8)].

17.100.050 Site plan development standards

C. Access Requirements.

1. Access onto a Public Street. Access onto public rights-of-way shall not be closer than 100 feet from a public right-of-way intersection or another driveway intersection on the same side of the street. This shall be measured from the curbline of the driveway at the point of intersection with the public right-of-way to the nearest point of the public right-of-way. In the instance of driveway to driveway separation, the measurement shall be from closest curbline to closest curbline at the point of intersection with the public right-of-way. When a parcel has less than 200 feet of frontage on a public right-of-way, then all necessary efforts shall be made to work collaboratively with adjacent property owners to share a common ingress and egress straddling the common property line.
2. Access Dimensions. For each commercial lot, access shall be provided and shall meet the following requirements: each roadway shall not be more than 40 feet in width, measured at right angles to the centerline of the driveway except as increased by permissible curb return radii. The entire flare of any return radii shall fall within the right-of-way.
3. Interconnection. All parking and other vehicular use areas shall be interconnected with adjacent properties in order to allow maximum off-street vehicular circulation.
4. Acceleration and Deceleration Lanes. Acceleration and deceleration lanes shall be required on arterials and collectors when deemed necessary by the city engineer.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 12.30 Public Assemblies.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	0		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Tyler Maffitt, Admin

PRESENTED BY:

Tyler Maffitt

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 12.30 Public Assemblies.

In order to prepare for Eagle Mountain's population growth, modernize its standard for community events, and preserve certain community values, staff has included proposed amendments to existing code that seeks to address numerous problems present in the existing code.

BACKGROUND:

Eagle Mountain City plays host to many events, both developed by the City and hosted by private organizations, that impact its tourism and community engagement. At this time, the City lacks a standard for appropriateness at these events. Staff seeks to set this standard and aims to clarify the application and appeals process for an event license in Eagle Mountain.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 12.30 Public Assemblies](#)

[EXHIBIT--EMMC 12.30 Public Assemblies](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
CHAPTER 12.30 PUBLIC ASSEMBLIES**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Chapter 12.30 Public Assemblies, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to Eagle Mountain Municipal Code Chapter 12.30 Public Assemblies.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 16th day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah
on this 16th day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 12.30

PUBLIC ASSEMBLIES

12.30.010 Intent.

The City Council of Eagle Mountain City finds that it is in the public interest to regulate the outdoor assemblage of numbers of people, in excess of those normally using the health, sanitary, fire, police, transportation and utility services regularly provided in the City in order that the health, safety, and welfare of all persons in the City, residents and visitors alike, may be protected from unprotected conduct and conditions which create disturbances, become nuisances, menace life, limb, and property, disrupt traffic, and create or threaten tangible public or private mischief. It is the intent of the City Council to accommodate public assemblies and other free speech activities subject to reasonable time, place, and manner restrictions, consistent with the provisions of the Constitutions of the United States and the State of Utah, in order to preserve the privacy of individual residences, and to protect the health, safety and welfare of all persons within the City, residents and visitors alike. It is not the intent of the City Council to regulate the content of protected speech in any way, and this Ordinance should not be interpreted, nor construed as a prior restraint on protected speech or rights of assembly.

12.30.020 Definitions.

As used in this chapter:

“Advance planned free speech activity” means a free speech activity that can be reasonably scheduled in advance of its occurrence.

“Assembly” means a company of persons gathered together at any location at any single time for any purpose.

“Commercial solicitation” means any activity conducted for the purpose of advertising, promoting, fund-raising, buying, or selling any product or service, encouraging membership in any group, association, or organization, or the marketing of any product or service for sale or hire by distributing handbills, leaflets, circulars, advertising or dispersing printed materials for commercial purposes. “Commercial solicitation” does not include: a free speech activity; filming or photographic activities; solicitation by the state or federal government; solicitation related to the business of Eagle Mountain City; solicitation related to the procurement responsibilities of Eagle Mountain City; solicitation allowed as a matter of right under applicable federal or state law; or solicitation made pursuant to a contract or lease with Eagle Mountain City.

“Demonstration” means the assembly of a group of individuals that join together to express a point of view openly.

“Eagle Mountain City property” has the same meaning as “City property.”

“Freedom of assembly” means the exercise of freedom of assembly as protected by the constitutions of the State of Utah and the United States.

“Free speech” means the exercise of free speech as protected by the constitutions of the State of Utah and the United States.

“Free speech activity” means the exercise of the rights of free speech and/or freedom of assembly.

“Leafleting” means the unsolicited distribution of, buttons, handbills, pamphlets, flyers, or any other written or similar materials to pedestrians or passers by.

“Person” or “Individual” means any individual natural human being, partnership, corporation, firm, company, association, society or group.

“Public areas” means the hallways, foyers, amenities and spaces open to the public and under the ownership of Eagle Mountain City.

“Restriction” means a refusal to grant or allow an assembly or vendor, product, reservation, or event a license without regulations on its time, place or manner due to noncompliance with relevant City Ordinance or these Standards and Practices Policies and Procedures.

“Revocation” means a refusal to grant or allow an assembly or vendor, product, reservation, or event a continuation of license resulting from the determination of noncompliance with relevant City Ordinance or these Standards and Practices Policies and Procedures.

“Short notice free speech activity” means a free speech activity occasioned by news or affairs coming into public knowledge less than forty-eight (48) hours prior to such event.

~~12.30.010~~ **12.30.030** Licensing and registering of certain public assemblies.

A. The license and fees **or registration** required by this chapter shall not apply to any regularly established, permanent, enclosed place or structure such as a residence or to a residential lot occupied by the sponsor of the assembly, or to a stadium, athletic field, sports arena, public auditorium or coliseum, or other similar enclosed, permanently established place of assembly approved and licensed by the City as a place of public assembly approved by Eagle Mountain City. The license and fees **or registration** required by this chapter shall not apply to any **non-commercial** gatherings of persons **on a cul-de-sac or within 150 feet and on the same street.** ~~related by blood, marriage or common ancestry, including but not limited to family reunions, weddings, funerals; or to gatherings of residents of a subdivision or neighborhood or any part of or combination of a subdivision(s) or neighborhood(s), including but not limited to homeowners' associations or neighborhood watch groups; or to any assembly conducted for the express purpose of political speech or other political activity, including but not limited to candidate debates or campaign rallies.~~ This exclusion does not apply to structures which are operating under a temporary use permit. It is not permitted for assemblies to exceed by more than 10 people the maximum seating capacity of any other structure where an assembly is held. “Festival seating” and/or “standing room only admission” is not permitted at any event held in such other structures.

B. A. This chapter shall not apply to **government sponsored events or any event that could be construed as a forum for government speech. It shall not apply to government, school, or**

~~religious-sponsored~~ events held on regularly maintained and managed church properties including but not limited to sports fields, farms, ~~or buildings grounds or parking lots, municipal fairgrounds, or~~ Furthermore, it shall not apply to government speech at civic events, arts events, sports leagues, festivals, public hearings or other governmental activities sponsored or cosponsored by Eagle Mountain City on public or private property. The Eagle Mountain City Council may choose to designate the City of Eagle Mountain as a cosponsor of any event if in its judgment the benefit to the community offered by the event is substantial and the risk of disruption is relatively minimal. This chapter shall not apply to the normal day-to-day operation of permanently established parks under ownership and control of the City.

~~C B.~~ No person engaged in a business enterprise and not heretofore exempted shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage or sell or give tickets to attend an outdoor assembly reasonably anticipated to consist of 30 or more persons, whether on public or private property, unless a license to hold the assembly has been issued by Eagle Mountain City.

C. ~~As used in this chapter:~~

- ~~1. "Assembly" means a company of persons gathered together at any location at any single time for any purpose.~~
- ~~2. "Person" means any individual natural human being, partnership, corporation, firm, company, association, society or group.~~

D. A separate license shall be required for each location in which 30 or more people assemble or can reasonably be anticipated to assemble. The non-refundable administrative fees for each license shall be as follows:

1. Ten dollars for each day of an assembly over 30 people to defray the costs associated with processing and reviewing the application.
2. In order to promote, protect and assure the safety and convenience of the people in their use of public streets and places, the Utah County sheriff's office (UCSO) shall coordinate the use of professional peace officers if the assembly requires traffic control or police protection (public safety), and an additional fee shall be charged by the City for the benefit of the UCSO to cover the actual costs incurred. The UCSO shall specify the costs that shall constitute the public safety security component of the license fee required upon approval of the license application of the UCSO, based upon the number of officers and amount of support equipment required by such factors as the date and time of the event; the route location and length; the anticipated traffic and weather conditions; the estimated number of participants and spectators; the composition, format, and configuration of the event; and the estimated time for the event. In no circumstances shall any law enforcement fee or law enforcement requirement hereunder be based upon the content of the speech at the assembly. The fee charged for traffic control and/or police protection (public safety) shall be paid prior to the issuance of the license.

3. Additional fees may be charged by the Utah County Health Department or other county agencies for special services, equipment, or facilities provided by these agencies. Such additional fees shall be specified at the time the license application is approved by the City Council.

E. The following commercial solicitation activities are prohibited on Eagle Mountain City property: Door-to-door commercial solicitation of items, services, or donations; commercial solicitation to persons in vehicles or leaving any commercial solicitation materials on vehicles in Eagle Mountain City parking lots; any sale of food or beverage products except by an entity under contract with Eagle Mountain City and; any sale of other products except as allowed under a contract with Eagle Mountain City, or as an integral part of governmental business on Eagle Mountain City property.

~~12.30.020~~ 12.30.040 Conditions for issuing a license.

In the application for a license, each applicant shall disclose the maximum number of people which will be assembled or admitted to the location of the assembly. The maximum number shall not exceed the maximum number that can reasonably assemble at the location of the assembly in consideration of the nature of the assembly. All outdoor public assemblies under this chapter shall be discontinued no later than 12:00 a.m. on the day following a the licensed assembly that occurs on a Friday or Saturday and no later than 10:00 p.m. on any other day and the security deposit furnished by the applicant shall guarantee the timely closure of the property licensed for the assembly in compliance with the terms of this chapter.

Before a license is issued, the applicant shall provide proof satisfactory to the City Council Mayor, or his/her designee, that it will furnish at its own expense prior to the commencement of the assembly, and as a condition of issuance of the license, the following:

A. A crowd control fence enclosing the proposed location with appropriate fencing and access gates, if required by the Utah County Sheriff's office, to prevent trespass to adjoining properties.

B. Potable water, meeting all Federal and State public drinking water requirements sufficient to provide water for the maximum number of people assembled at the rate required by Utah State Law;

C. Separate enclosed toilets for males and females, meeting all State and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be assembled at the rate required by Utah State Law. All portable toilets shall be serviced and pumped out within 48 hours of conclusion or closing of the public assembly;

D. A sanitary method of disposing of solid waste, in compliance with State and local laws and regulations, sufficient to dispose of the solid waste production of the maximum number of people assembled at the rate of at least 2.5 lbs. of solid waste per person per day, together with a plan for holding, collecting and removing all such waste at least once each day of the assembly and sufficient trash cans with tight fitting lids and personnel to perform the task. The applicant shall ensure that all trash and garbage associated with the assembly, to include trash and garbage

that has been placed on property not owned by the applicant, is cleaned up within 24 hours of the termination of the assembly;

E. The fire chief may modify the number of EMT personnel required by this paragraph based on the activities proposed at the assembly described in the license application. At events where attendance is expected to exceed 250 persons, a minimum of two Physicians or Emergency Medical Technicians (E.M.T.s) licensed to practice in the State of Utah sufficient to provide emergency medical care for the maximum number of people to be assembled at the rate of at least one additional physician or E.M.T. for every 1,500 people, together with an enclosed covered structure where treatment may be rendered, and at least one emergency ambulance available for use at all times.

F. Personnel situated at each entrance to the assembly grounds to restrict alcoholic beverages (including beer) to persons of legal age, and to restrict the use of glass ~~or metal~~ containers.

G. If the assembly is to continue during hours of darkness, illumination sufficient to light the entire area of the assembly at the rate of a least five foot candles, but not to illuminate the sky or beyond the boundaries of the enclosed location of the assembly;

H. A free improved parking area inside of the assembly ground sufficient to provide parking space and the necessary access routes to each parking space, for the maximum number of people. Provided, however, the requirement for free parking may be waived by the City if a plan is approved by the city administrator and designated county sheriff's deputy showing that vehicles will not interfere with normal traffic flows will be kept off the public streets and that allowing paid parking will be injurious to the public health, safety, and general welfare. Due to the traffic hazards it causes, in no case shall on street parking during public assemblies of over 250 persons be allowed.

I. Adequate security personnel for purposes of crowd and traffic control for events with anticipated attendance of over 250 persons. Security personnel shall be attired in distinctive dress or security uniforms that clearly differentiate security personnel from the crowd (assembly) and are not permitted to carry weapons. Security guards must be either trained staff, duly sworn off-duty police officers (out of uniform) of the ~~S~~state of Utah or private guards licensed in the ~~S~~state of Utah. The UCSO may require the use of an adequate number of professional peace officers for traffic control and police protection (public safety), such officers to be provided by the UCSO. Security personnel and the UCSO may interrupt any assembly activity at any time in the discretion of sheriff's personnel, in the event of a life threatening emergency;

J. Parking personnel sufficient to handle all vehicular traffic generated by the assembly as determined by the City, but in no event less than one parking attendant for every 150 vehicles;

K. Fire protection, including alarms, extinguishing devices and fire lanes and escapes, sufficient to meet all Federal, State and local standards for the location of the assembly and sufficient emergency personnel to efficiently operate the required equipment;

L. For events held on public property, a refundable cash deposit or equivalent bond with the Recorder of Eagle Mountain City to cover any cost incurred in cleaning up any waste material

produced or left by the assembly based on the maximum number of anticipated attendees as follows:

30 - 75 = \$300;
75 - 200 = \$500;
200 - 500 = \$1,500;
500 - 2000 = \$3,000;
2000 + = \$10,000.

M. At events with paid admission, a single limit broad form liability insurance policy acceptable to the City with minimum policy limits of \$1,000,000 for events with an anticipated assembly of 100 to 5,000, \$2,000,000 for events with an anticipated assembly of at least 5,001 to 10,000 and \$5,000,000 for events with an anticipated assembly of 10,001 or more. The policy must be from an A+ 12 rated or better insurance company which specifically names Eagle Mountain City, its officers, agents, servants, and employees as insured parties. Eagle Mountain City reserves the right to require additional insurance coverage based on the nature and location of the assembly, the number of people to be assembled, and other relevant factors. The applicant must also obtain an employer's liability compensation insurance policy with a minimum policy limit of \$1,000,000.00 and workman's compensation insurance. The insurance policies shall be noncancellable 10 days prior to the assembly and must contain a provision that if cancelled before said 10-day period, the insurance company must immediately notify in writing by registered mail the Eagle Mountain City Recorder of such cancellation. If an insurance policy is cancelled, the applicant shall immediately cancel the assembly or obtain like insurance acceptable to the City not less than 10 days prior to the assembly;

N. In consideration for the issuing of a license and the use of public streets or property, the applicant agrees to indemnify, save harmless, and defend Eagle Mountain City, its officers and employees, against any claim for loss, damage or expense sustained by any person on account of injury, death or property damage, occurring by reason of or arising out of the assembly;

O. If the assembly uses a public address system or sound amplification equipment in the amplification of live or recorded music, the noise levels shall not disturb the peace and quiet of residents or occupants of commercial businesses or exceed the limits established by the City in applicable ordinances, regulations or other statutes;

P. All assemblies shall conclude prior to ~~10:00 p.m. on nights that precede days on which elementary and secondary schools are in session and~~ 12:00 a.m. **on the day following a licensed assembly that occurs on a Friday or Saturday and no later than 10:00 p.m.** on all other nights in order to protect the security and peaceful environment of City citizens during the nighttime. All patrons shall have left the premises of the event no later than one hour following the conclusion of the assembly. Exceptions to the hours of operation limitations may be granted on a case-by-case basis where exceptional circumstances exist, such as campouts and other overnight activities;

Q. Back-to-back assemblies on subsequent days at the same locations, where over 200 people are in attendance at each assembly, may be unreasonably inconvenient and cost prohibitive to the

public as a result of traffic congestion, exhaustion of City law enforcement resources, trash concerns, and the right of residents to a peaceful environment. As such, back-to-back events shall be approved in special circumstances where the applicant can demonstrate to the City Council that such assemblies will not be injurious to the health, safety, and general welfare of residents of the area. This provision shall not be construed, nor is it the intent of the City Council, to be a prior restraint on speech, but a reasonable time, place, and manner regulation;

R. Where parking is designated in an unpaved area, the applicant shall water down the area to prevent airborne particulate matter and mitigate dust;

S. The ~~City Council~~ Mayor, or his/her designee, may impose other conditions, in addition to those specified herein, as may be reasonable to protect the public interest by ensuring traffic management, security of property and the health and safety of the public. Such conditions may include, but are not limited to, restrictions on the times of assemblies due to other previously approved events that could cause scheduling conflicts during the same period and thus create an over extension of the City's resources, traffic mitigation/management provisions, additional sanitary requirements, and/or noise restrictions. Such conditions shall directly relate to mitigating the negative impacts of such assemblies and shall not be construed to regulate speech, nor to prevent lawful freedom of speech or lawful assembly.

~~12.30.030~~ 12.30.050 Application for license.

For large public assemblies over 100, applications shall be filed at least 30 days in advance of such assembly. For large public assemblies under 100, applications shall be filed at least 15 days in advance of such assembly. These time limits are required in order to allow sufficient time to process the applications.

For large public assemblies which occur as a regularly established on going event series within the City (i.e., entertainment series which have multiple concerts or performances throughout the year), a comprehensive operational plan and schedule of performances shall be required 90 days in advance of the initial yearly performance. This requirement shall not serve in lieu of individual large public assembly licenses, which shall be required for each assembly; rather it is to be construed as an additional requirement thereto.

The application shall contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed by the individual making application in the case of a corporation, by all partners in case of a partnership or by all officers of an unincorporated association, society or group or, if there are no officers, by all members of such association, society or group. Applications shall be made available from the city recorder's office.

The application shall contain all the following information and disclose:

A. The name, age, residence and mailing address of all persons required to Sign the application as set forth herein and, in the case of a corporation, a certified copy of the Articles of

Incorporation together with the name, age, residence and mailing address of each person holding 10% or more of the stock of said corporation;

B. The address and legal description of all property upon which the assembly is to be held together with the name, residence, and mailing address of the record owner(s) of all such property, together with a plan in form acceptable to the City Development Department showing the boundaries of the site and the location of all relevant health and sanitation facilities;

C. Proof of ownership of all property upon which the assembly is to be held or a statement made upon oath or affirmation by the record owner(s) of all such property that the applicant has permission to use such property for an assembly;

D. The nature or purpose of the assembly;

E. The total number of days and/or hours during which the assembly is proposed;

F. The maximum number of persons which the applicant shall permit to assemble at any time, not to exceed the maximum number which can reasonably assemble at the location of the assembly, in consideration of the nature of the assembly,

G. The maximum number of tickets to be sold, if any;

H. The plans of the applicant to limit the maximum number of people permitted to assemble;

I. The plans for fencing the location of the assembly and the gates contained in such fence or other method of restricting entrance to the assembly;

J. The plans for holding, collecting, and disposing of solid waste material;

K. The plans for providing toilet and lavatory facilities including the source, number, location and type, and the means of disposing of waste deposited;

L. When required, the plans for traffic control, mitigation, and management;

M. When required, the plans to provide for medical facilities including the location and construction of a medical structure, the names and addresses and hour of availability of physicians, nurses, and emergency medical technicians, and provisions for emergency ambulance service;

N. The plans, if any, to illuminate the location of the assembly including the source and amount of power and the location of lamps;

O. The plans for parking vehicles including size and location of lots, points of highway access and interior roads including routes between highway access and interior roads and the routes between highway access and parking lots, and the number of parking personnel, their deployment, and their names, addresses, credentials and hours of availability, or names, and addresses and credentials of any established company providing such service;

P. If special permission is requested for multi-day activities, the plans for camping facilities, if any, including facilities available and their location;

Q. When required, the plans for security including the number of guards, their deployment, and their names, addresses, credentials and hours of availability; or names, addresses, and credentials of a bona fide security company providing such security;

R. When required, the plans for fire protection including the number, type, and location all protective devices including alarms and extinguishers, and the number of emergency fire personnel available to operate the equipment;

S. The plans for food concessions and concessionaires who will be allowed to operate on the grounds including the names and addresses of all concessionaires and their license or permit numbers;

T. A signed statement from the Zoning Enforcement Officer of the City that the plans of the applicant meet all applicable zoning laws;

U. A signed statement from the Director of the Utah County Health Department that the plans of the applicant meet all State and local health requirements;

V. A copy of the insurance policy to be used as required by EMMC ~~12.20.020(M)~~ **12.30.040(M)** hereof;

W. A signed statement from the County Sheriff that the assembly will not substantially interrupt the flow of traffic or require the excessive diversion of police from other duties;

X. A signed waiver acknowledging receipt, understanding, assumption of risk, and good faith compliance with Eagle Mountain City's Standards and Practices and indemnifying Eagle Mountain City if any financial loss results following a determination of noncompliance.

~~X. Y.~~ **Y.** The plans for satisfying any other condition of license approval imposed by the ~~City Council~~ **Mayor, or his/her designee.**

Z. The application shall include the cash deposit or bond required in EMMC ~~12.30.020(L)~~ **12.30.040(L)** herein; the deposit and the required license fee shall be paid in cash, certified check or money order.

12.30.060 Registered free speech activities regulations.

The purpose of this section is to promote and encourage free speech on Eagle Mountain City property. Preserve the right of every person to exercise free speech and freedom of assembly as protected by the constitutions of the state of Utah and the United States, within the boundaries of Eagle Mountain City subject to lawful time, place, and manner rules necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and to minimize disruption to governmental business; facilitate public assembly and communication between people on Eagle Mountain City property and employees and elected representatives of the City; designate areas on Eagle Mountain City property for free speech activities that are necessary to protect the public

health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and to minimize disruption to governmental business; and establish guidelines to promote and encourage free speech activities and public assembly on Eagle Mountain City property.

Unless specifically regulated by this chapter as to time, place, or manner, all free speech and freedom of assembly may occur in all public areas in any lawful form or manner as guaranteed by the constitutions of the State of Utah and the United States.

Except as otherwise provided under this chapter and Eagle Mountain Municipal Code, each free speech activity shall be subject to the following, which provides general regulations on the use of Eagle Mountain City property, including regulations on noise levels, disruption of meetings, and access to buildings, halls, stairways, restrooms, and other amenities.

A. In the case of a conflict between this section and conflicting Eagle Mountain Municipal Code, this section shall control.

B. Free speech activities held outdoors within the boundaries of Eagle Mountain City property shall conclude no later than 12:00 a.m. on the day following a free speech activity that occurs on a Friday or Saturday and no later than 10:00 p.m. on all other nights.

C. Free speech activities held indoors on Eagle Mountain City property may take place: during regular business hours; and during City Council sessions, and commission, committee and agency meetings, until such meetings are adjourned and under the rules of decorum for those bodies.

D. In order to accommodate as many groups as may make requests to conduct advance planned free speech activities on a given day, a free speech activity in a specified public area may be limited to two hours when necessary to accommodate another pre-scheduled group in the same public free speech area. The time of a free speech activity in a specified public area may be shortened to two hours in duration if necessary to accommodate another group in the same public area that has qualified for a short notice free speech activity.

E. Health, safety, and welfare restricted areas that may not be reserved for a free speech activity are: the vehicular traveled portions of roads, roadways or parking lots; areas directly in front of or adjacent to parking garage entrances or exits, paths of egress, or access to stairs and emergency egress hallways; areas under construction which are hazardous to non-construction workers; and those specific portions of Eagle Mountain City property that contain storage, utilities, personal workspace, or technology servicing Eagle Mountain City Hall or other areas, which either must be available for prompt repair, are not open for public use, or represent a danger to members of the public.

F. With the exception of leafleting activities, which are provided for in EMMC 12.30.140, all advance planned free speech activities shall comply with the registration requirements of this

chapter which shall be administered by the Mayor, or his/her designee. Short notice free speech activities shall be registered in accordance with this chapter when feasible.

G. Consistent with the protections of the Utah and United States constitutions, and in order to preserve the free speech rights of others, outbursts or similar actions which disrupt or are likely to disrupt any government meeting or proceeding are prohibited.

12.30.070 Registering certain free speech activities.

A. For large advance planned free speech activities with over 100 individuals, registration shall occur at least 30 days in advance of such activity. For advance planned free speech activities with fewer than 100 individuals, registration shall occur at least 15 days in advance of such assembly. These time limits are required in order to allow sufficient time to process the registration. Free speech activities may be registered upon shorter notice when it is possible for staff to process the registration and still fulfill the intent of this chapter.

B. Anyone registering a free speech activity shall sign a statement made upon oath or affirmation that any statements provided are true and correct to the best knowledge of the registrant and shall be signed and sworn to or affirmed by the individual registering the free speech activity in the case of a corporation, by all partners in case of a partnership, or by all officers of an unincorporated association, society or group or, if there are no officers, by all members of such association, society or group. Forms for registering free speech activities shall be made available from the city recorder's office.

C. The Mayor or his/her designee may require the registrant to provide any of the information required for an application for a licensed public assembly under EMMC 12.30.050 if necessary to fulfill the intent of this chapter.

D. The Mayor or his/her designee may require the registrant to comply requirements applicable to a licensed public assembly under EMMC 12.30.040 if necessary to fulfill the intent of this chapter.

12.30.080 Unregistered free speech activity regulations.

In addition to the regulations governing EMMC 12.30.060, the following shall apply to unregistered free speech activities:

A. Registered free speech activities shall be given preference over unregistered free speech activities.

B. Unregistered free speech activities shall not interfere with registered free speech activities nor with the use of public grounds by the general public.

C. When organizers or participants hold an unregistered free speech activity on public grounds which are already in use by a registered free speech activity, or the unregistered free speech activity interferes with or excludes the use of that location by the general public, the Mayor or his/her designee may, to preserve public order, safety and health, designate an alternative location for the unregistered free speech activity and direct participants to that location.

D. Within a reasonable time after the conclusion of the unregistered free speech activity, the City shall mail or deliver to the organizer of the activity an invoice for the cost of City services used for the event. Organizers of unregistered free speech activity shall be billed at the same rate that the organizer of a registered free speech activity would be billed for the following:

1. The ad hoc or improvised City support services used to keep the peace, protect public safety and property directly caused by the organizer and participants of the unregistered free speech activity.
2. The City's cost of cleaning the unregistered free speech activity area of litter and debris and restoring any City property damaged in connection with the unregistered free speech activity, if not adequately performed by the organizer.
3. The organizer of the unregistered free speech activity shall not be billed for the cost of support services directly caused by a hostile reaction from observers or counterdemonstrators.
4. The City shall also be entitled to recover from the organizer of an unregistered free speech activity any costs incurred by the City that are attributable to the unlawful conduct of the event organizer.

E. The organizer of unregistered free speech activity shall make payment for the full amount invoiced within 30 days of the date the invoice was mailed.

F. The organizer of unregistered free speech activity may appeal the amount or process of cost recovery following the procedures outlined in EMMC 12.30.150.

12.30.090 Standards and practices.

The following shall be prohibited at all assemblies and events, including but not limited to public assemblies and free speech activities licensed or registered pursuant to this chapter, hosted on Eagle Mountain City property, City-sponsored events on public or private property, and during the rental of public meeting space on Eagle Mountain City property and shall be deemed a nuisance and considered grounds for removal from the property and revocation of event licensing if event organizers, vendors, individuals attending events, or products are determined to be non-compliant with the following violations:

- A. Speech, material, content, businesses, products, or expression that constitutes obscenity as interpreted by the United States Supreme Court or the Supreme Court of the State of Utah.
- B. Speech, material, content, businesses, products, or expression that constitutes child pornography as defined in 18 U.S.C. § 2256 or Utah Code Section 76-5b-103, as amended.
- C. Speech, material, content, businesses, products, or expression that can be seen by anyone under the age of 18 and constitutes materials that are "harmful to minors" as defined in Utah Code Section 76-10-1201, as amended.

Additionally, the following shall be prohibited at all assemblies and events, including but not limited to public assemblies and free speech activities licensed or registered pursuant to this

chapter, hosted on Eagle Mountain City property that is not a traditional or designated public forum, City-sponsored events on public or private property, and during the rental of public meeting space on Eagle Mountain City property and shall be deemed a nuisance and considered grounds for removal from the property and revocation of event licensing if event organizers, vendors, individuals attending events, or products are determined to be non-compliant with the following violations:

D. Speech, material, content, businesses, products or expression portraying violence, threats of violence, criminality, mutilation, gore, or graphic representations of conflict.

E. Speech, material, content, businesses, products or expression portraying or alluding to the illicit use of controlled substances.

F. Speech, material, content, businesses, products or expression portraying allegations of wrongdoing or shortcomings of character against individuals, businesses, governments, political parties, elected representatives or others and that constitutes defamation, libel, or slander or lacks serious literary, artistic, political or scientific value.

G. Speech, material, content, businesses, products or expression portraying or alluding to words commonly referred to as cursing or swearing in any language, and their variations, and including censored implications, nicknames for genitalia or human excretions, nicknames for sex workers, and nicknames for sex acts. Event organizers may refer to document titled “Standards and Practices” available in the Eagle Mountain City Recorder’s office for a more comprehensive list.

H. Speech, material, content, businesses, products, or expression promoting illegal discrimination, alluding to the promotion of illegal discrimination, or symbolizing discrimination on the basis of race, religion, age, gender, gender identity, national origin, sexual orientation, or disability.

Additionally, the following shall be prohibited at commercial assemblies and events, including but not limited to public assemblies and free speech activities licensed or registered pursuant to this chapter, hosted on Eagle Mountain City property, City-sponsored events on public or private property, and during the rental of public meeting space on Eagle Mountain City property and shall be deemed a nuisance and considered grounds for removal from the property and revocation of event licensing if event organizers, vendors, individuals attending events, or products are determined to be non-compliant with the following violations:

I. Commercial speech, material, content, businesses, products, or expression, as defined by the United States Supreme Court or the Supreme Court of the State of Utah that concerns unlawful activity or is misleading.

~~12.30.040~~ 12.30.100 ~~Soft~~ Glass containers ~~required~~ prohibited for licensed assemblies and registered free speech activities.

All beverages, including soft drinks, water, coffee and tea, must be dispensed in plastic, styrofoam, **aluminum**, or paper containers. No **glass** bottles or ~~metal cans~~ will be permitted at the public assembly or free speech activity.

~~12.30.050~~ **12.30.110 License** Issuance.

- A. All requirements of this chapter must be complied with prior to issuance of the license.
- B. For large public assemblies under 5,000, within 30 days after receipt of a completed license application submitted to the City Recorder, ~~the City Council~~ **the Mayor, or his/her designee**, may either (1) issue the license as applied for, or (2) provide the applicant with the reason(s) for denial. The applicant shall have the right to request reconsideration of any denial within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the ~~City Council~~ **Administrative Law Judge** prior to any final decision on said reconsideration request.
- C. For large public assemblies over 5,000, within 45 days of receipt of a completed license application form submitted to the City Recorder, ~~the City Council~~ **the Mayor, or his/her designee**, shall either (1) issue the license as applied for, or (2) provide the applicant with the reason(s) for denial. The applicant shall have the right to request reconsideration of any denial within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the ~~City Council~~ **Administrative Law Judge** prior to any final decision on a reconsideration request.
- D. The City reserves the right to deny ~~permit~~ **license** applications for proposed assemblies which pose a significant danger or threat to the public health, welfare, or safety, **are deemed in noncompliance with Standards and Practices in EMMC 12.30.090**, or which may result in unreasonable inconvenience or cost to the public. Failure to comply with the requirements of this chapter and the conditions necessary for issuing a license constitute grounds for revocation of the license, restrictions on the license, termination of the assembly, and denial or restrictions of a license in the future.
- E. Any applicant aggrieved by a decision of the **Administrative Law Judge denying a License shall have the right to request reconsideration of any denial within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the City Council.**
- ~~F. or designated agent of the City~~ **Any applicant aggrieved by a decision of the City Council** denying a License may seek judicial review of such decision pursuant to Rule 65(b), Utah Rules of Civil Procedure, or any other applicable ordinance, statute or rule providing for such review.

~~12.30.060~~ **12.30.120 Revocation and restriction.**

- A. The license may be revoked **or restricted** at any time by a designated agent of the City if any of the conditions in the license are not complied with on a continuous basis during the event.
- B. Except for revocation during the event, before revocation of a license, the applicant shall be entitled to notice and an opportunity to be heard before the ~~City Council~~ **Administrative Law Judge**.
- C. **Any applicant aggrieved by a decision of the Administrative Law Judge upholding the revocation of a License shall have the right to request reconsideration of that decision within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the City Council.**

~~€~~ **D.** Any applicant aggrieved by the decision of the City Council to revoke a license may seek judicial review of such decision pursuant to Rule 65(b), Utah Rules of Civil Procedure, or any other applicable ordinance, statute or rule providing for such review.

~~12.30.070~~ **12.30.130** Enforcement.

A. Where an applicant has a history of complaints of noncompliance with large public assemblies license conditions, the City Council may, but is not required to, hire an independent monitor, at the expense of the applicant, to ensure that license requirements are met during the public assembly.

B. The provisions of this chapter may be enforced by injunction, restraining order or the legal process in any Court of competent jurisdiction.

C. The holding of any assembly in violation of any provisions or condition contained in this chapter shall be deemed a public nuisance and may be abated as such.

D. Any person who violates any provision of this chapter is guilty of a Class "B" misdemeanor. Each day of violation and each violation shall be considered a separate offense.

12.30.140 Leafleting.

Notwithstanding any other provision of this chapter, there is no registration requirement for free speech leafleting.

A. In order to protect the public, health, safety, and welfare and allow for public accessibility to and the conduct of state business, free speech activity leafleting is allowed in the public areas of Eagle Mountain City property, without interference from the Utah County Sheriff's Office, provided that it is done in a nonaggressive manner and does not impede the flow of pedestrian traffic along sidewalks and through doorways.

B. Eagle Mountain City is allowed to enforce any and all applicable statutes and ordinances regarding blocking public sidewalks, blocking hallways, disorderly conduct, blocking entrances to public buildings, garage entries, assault, battery and the like, consistent with the requirements of the constitutions of the State of Utah and the United States.

C. Leafleting is not allowed by placing leaflets on vehicles in the designated parking areas of Eagle Mountain City property.

12.30.150 Appeals.

A. Any applicant or registrant aggrieved by a decision made by the City pursuant to this chapter and for which no other appeals process is provided shall comply with the following process.

B. Not later than 10 calendar days after the date of occurrence of the City's action complained of, an individual shall file an appeal form available at the Eagle Mountain City Recorder's Office with the Eagle Mountain City Recorder or his/her designee;

C. The written complaint shall contain: the names of the individual or individuals filing the appeal; a description of the nature of the claims made under the appeal; a description of the

dates, facts, and circumstances associated with each claim made in the appeal; a specific description of the relief sought by the complainant; a telephone number and address whereby the individual or individuals filing the appeal may be contacted; and the signatures of the individual or individuals filing the appeal.

D. After receipt of a written complaint, the Mayor or his/her designee shall refer the matter to the Administrative Law Judge for determination.

E. Any applicant aggrieved by a decision of the Administrative Law Judge, shall have the right to request reconsideration of that decision within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the City Council.

F. Any applicant aggrieved by the decision of the City Council may seek judicial review of such decision pursuant to Rule 65(b), Utah Rules of Civil Procedure, or any other applicable ordinance, statute or rule providing for such review.

12.30.160 Severability.

All sections and provisions of this chapter have an independent existence, and should any section or provision be declared invalid or unconstitutional by a Court of competent jurisdiction, it is the intent of the City Council that any section or provision so declared shall be severable from and shall not affect the validity of the remainder of the chapter.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 16, 2023**

TITLE:	MOTION - Legislative Priorities List		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Cliff Strachan, Admin

PRESENTED BY:

Cliff Strachan, Director of
Legislative Affairs

RECOMMENDATION:

Staff recommends the City Council consider the proposed Legislative Priorities List. The Council may approve, approve with changes, or table the item.

BACKGROUND:

Eagle Mountain Municipal Code 2.15.100 establishes a legislative priorities list which the city council may "clarify by adoption or amendment the authorized ongoing priorities of the city council and to provide direction to the city administrator in prioritizing the day-to-day activities of the director of legislative affairs. No individual member of the council shall have authority to assign day-to-day activities to the director of legislative affairs, only through the legislative priorities list. Nevertheless, the mayor, as chief executive officer of the city, may assign day-to-day activities; provided, that they are reasonably calculated to pursue the adopted legislative priorities." [For more information see EMMC 2.15.100.] The code requires that "the legislative priorities list with a brief written status update on each adopted priority" be prepared and distributed for each regularly scheduled city council meeting.

ITEMS FOR CONSIDERATION:

The city council, at its regular meeting on May 2, 2023, provided to staff many proposed priority items. Staff has conversed with individual members of the city council and various city staff to get more information and context. **The attached list is presented for the**

city council's consideration, amendment where deemed appropriate, and adoption. Note that all items are currently listed as "Proposed". The city council should identify which items are to be adopted as "High priority" or "Secondary priority".

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Legislative Priorities List - Draft](#)

Legislative Priorities List

Number	Issue	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comment/Update	Date proposed	Date Adopted
23.001	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174 (state removes council review of residential plats). Tighten up the code.	Proposed	In Progress	State requires by February 2024		Planning is working on this. Code amendment is on the May 23 PC meeting; could come to Council as early as June.	5/2/2023	
23.002	Zoning Map Update	Update the city's zoning map(s).	Proposed	In Progress	Council wants 60 days, staff suggests 90.		Planning is working on this. Council feels there has been no movement on it; asking what do we need to do to get it done? Staff says work started last summer but lost GIS staffer. There are issues around rezoning of certain properties that need to be addressed. Planner is working on it, estimated three months.	5/2/2023	
23.003	General Plan Land Use Map Update	Schedule joint 2-hour meeting between CC and PC within 30 days to consider the updates. Consider how to require equal zoning designations per land use designation (ie. NR1 requires 1/3 unit by count in R1, R2, and R3). Do all designated areas make sense? Consider additional zoning designations (ie. separate RC from MF1). It is time to look at it and see what needs to be updated, if any. Used to be tiered system...as long as developer met certain (amenities?) requirements, they could have maximum densities. We have 31,000 units vested still.	Proposed	New	August?		Staff indicates this is a mix of GP and zoning issues.	5/2/2023	
23.024	Future Land Use Plan	Redo residential zoning to specify housing unit mix.	Proposed	New			Within R1 there are various lot sizes, developers can propose all smaller size; wants a variety in each development. Tie this into the General Plan item. Work on GP map first.	5/2/2023	
23.004	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090). Other MDA modifications? Six years - is it serving us? NR2 - discretion is being removed. At ULCT, heard that we have to be careful with MDAs because if not structured carefully they can be undermined. Wants to see some side by side vesting comparisons. We still have some cities with unlimited end dates. Need to reevaluate MDAs.	Proposed	New	Possible this year.			5/2/2023	
23.005	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Proposed	New			Requires more research before getting back to the Council.	5/2/2023	
23.006	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Proposed	New	Soon		Presentation was done with PC; tentatively scheduled for June with the Council.	5/2/2023	

23.015	Buffering Code	Review Zone Transition Code	Proposed	New	Fall 2023	Planning can work on this and bring back by fall.	5/2/2023
23.022	Affordable Housing	Objective to require a percentage of smaller, deed restrictive units, with smaller margin, in exchange with increased density (RC, R3). Look at MIHP, and the affordable housing money. How to use it. Wants to use it for deed restricted and have some form of assistance program. How do we get R1 when developers ask for R3? We have yellow with no better definitions.	Proposed	In Progress		Evan is working on an affordable housing master plan.	5/2/2023
23.029	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	New			5/2/2023
23.030	Full Build Out Scenarios	Given current zoning, what are the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Proposed	New		This could be part of the general plan update and we could use a consultant on that.	5/2/2023
23.009	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Other comments include: Is there a deed restriction that prevents the cemetery from growing...Pony Express Park. Need to have a financial plan to accomplish.	Proposed	New		Checking for an update.	5/2/2023
23.010	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	Proposed	New		Fits with the Facilities Master Plan.	5/2/2023
23.008	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Proposed	New		The rodeo facility should be part of the Facilities Master Plan. A study for relocating can be done separately.	5/2/2023
23.011	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	Proposed	In Progress	End of 2024	5/9/2023 Phase 2 of Airport Road has \$9.1 million set aside from the 2022 Sales Tax bond that was issued. The City was also awarded \$7.2 million from the Transportation Improvement Plan managed by MAG. This funding will become available in FY 2026 and will be used to pay back any transportation impact fees used to make debt service payments on the 2022 Sales Tax Bond and then the remaining funds can either be held to pay the debt off early or held in reserves to make the future debt service payments. The city council approved the CO to complete the design at the last meeting. The surveyor will be out [in May], ... design completed by November. ...out to bid for construction next spring but ... still need to get right of way before ... [beginning] construction.	5/2/2023
23.012	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	New			5/2/2023
23.013	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Proposed	In Progress		Interns are mapping all the trails in the city. When we have that data, we can work on a plan. TBD. Planner is doing a study on Tickville Wash.	5/2/2023

23.028	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc. to allow that benefit the city.	Proposed	New		5/2/2023
23.018	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to find out about our transportation funding. For example, the overpass for Mountain View Corridor and SR73.	Proposed	New		This is relevant per EMMC 2.19.030.G. Address needed UDOT projects. 5/2/2023
23.016	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a memo etc.	Proposed	New		This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. 5/2/2023
23.014	PUE sizes	Can they be changed/reduced in size going forward?	Proposed	New		Write a memo; yes we can change them but we have to work out details. 5/2/2023
23.023	Water Plan	Establish a water plan based on residential density.	Proposed	New		ULCT conference showed some water usages based on residents; how much less used when apartments instead of having 1/4 acre lots. Higher density may use more water than 1/4 acre lots. Balance density with road needs and water use. 5/2/2023
23.036	Water Conservation Issues	Adjusting water rates to save for infrastructure needs.	Proposed	New		5/8/2023
23.034	Irrigation pipe requirements in code	Currently, we don't require it. Require purple pipe to make use of secondary water or other reuse options for the future.	Proposed	New		5/2/2023
23.035	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Proposed	New		This idea came up in discussion. KR is interested in such a project. 5/5/2023
23.007	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Proposed	New	End of 2023	State code requires annual trainings; DOLA could also create an orientation manual for new council members and update it annually. It is helpful for council members to meet with department heads. 5/2/2023
23.017	Calendar Items	Schedule updates and reports on the Council calendar. Calendar list of things we need to do during the year and when should they be addressed. Sets expectations about timing and not lose things. Be more proactive about avoiding foreseeable issues. Planning for infrastructure. Safe walking routes, board appointments, budgets, etc.	Proposed	New		This is relevant per EMMC 2.19.030.F. 5/2/2023
23.021	Track Strategic Objectives and Goals	Provide a monthly or quarterly report	Proposed	New		This is a requirement from EMMC 2.19.030.C. 5/2/2023
23.020	Agendas	Assist council on getting items on city council agendas.	Proposed	Ongoing		This is a requirement from EMMC 2.19.030.F. 5/2/2023
23.032	Development Code	What needs to change based on legislative bills from 2023? How will the city council be involved? What codes need to be changed?	Proposed	New		Write a memo; also relates to EMMC 2.19.030.G. 5/2/2023
23.031	Master Plan Process	How can the City Council be involved?	Proposed	New		Write a memo; also relates to EMMC 2.19.030.J. 5/2/2023
23.027	Second class city requirements	What needs to be done? When?	Proposed	New		Write a memo 5/2/2023
23.019	Advise and Consent	Coordinate with city boards, committees, commissions	Proposed	New		Currently there are empty positions. See what the EMMC directs. 5/2/2023

23.033	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	New	Maybe get a regular report on these for the council.	5/2/2023
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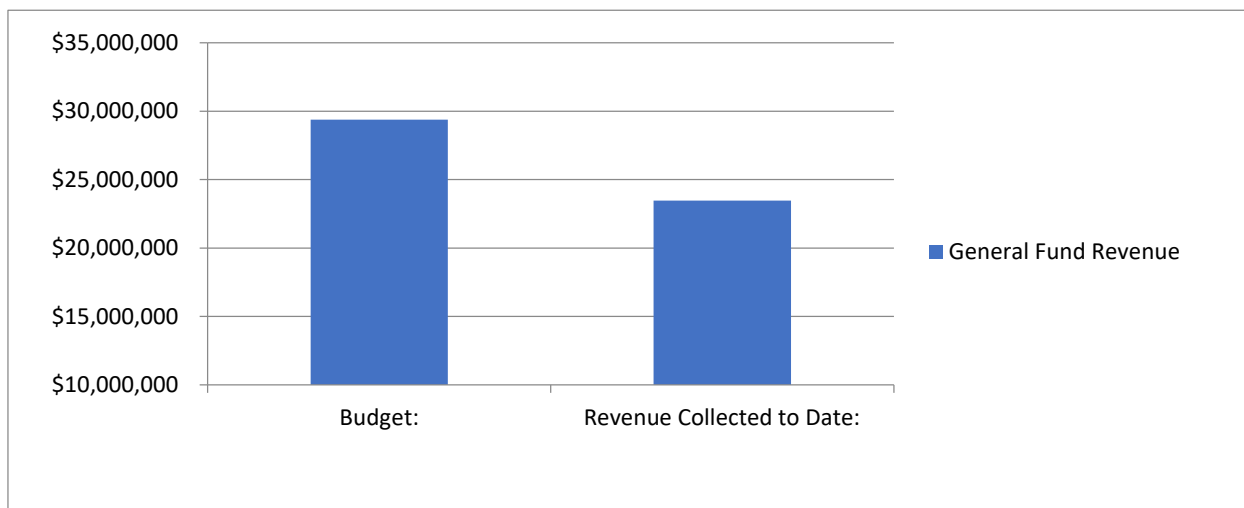
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through April 2023

GENERAL FUND

General Fund Revenues

Budget: \$ 29,380,967
Revenue Collected to Date: \$ 23,461,128
Percent of Total Budget Collected: 80%
Percent of Year Completed: 83%

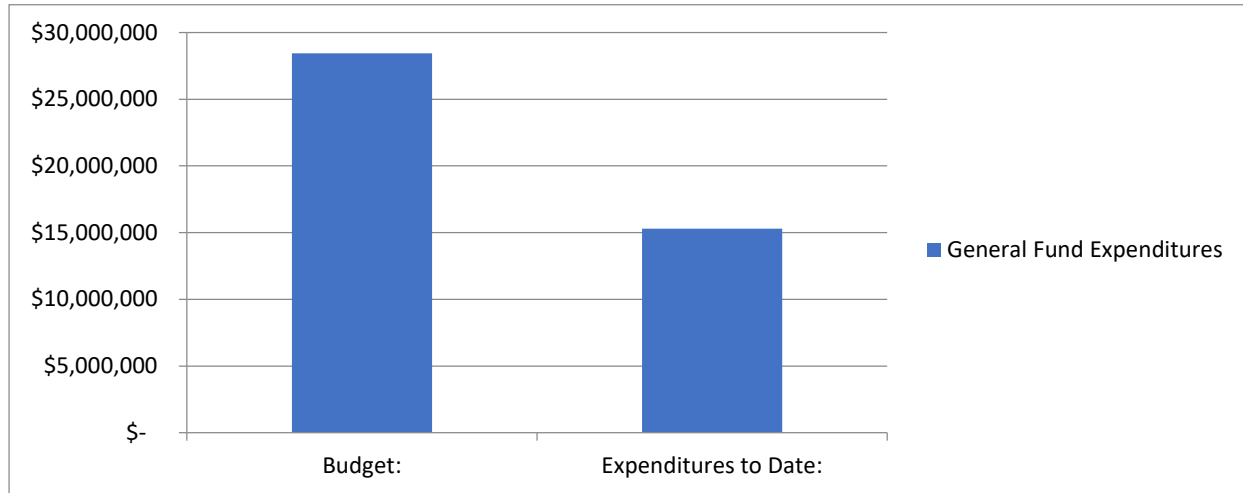


Revenue Analysis

Major Revenue Sources	Budget	To Date	% Collected
Taxes	\$16,430,317.00	\$14,060,539.21	85.58%
Licenses and Permits	\$25,000.00	\$24,161.04	96.64%
Planning Building & Eng Fees	\$5,756,500.00	\$2,009,636.20	34.91%
Intergovernmental Revenue	\$4,251,534.00	\$4,171,235.38	98.11%
Charges for Services	\$186,000.00	\$281,240.07	151.20%
Recreation	\$93,000.00	\$114,538.00	123.16%
Utility Revenue	\$3,500.00	\$17,763.39	507.53%
Fines & Forfeitures	\$107,000.00	\$191,549.99	179.02%
Miscellaneous Revenues	\$158,400.00	\$423,610.03	267.43%
Interfund Transfers	\$1,659,716.00	\$1,366,206.60	82.32%
Special Revenues & Resources	\$710,000.00	\$800,648.48	112.77%

General Fund Expenditures

Budget: \$ 28,433,648
Expenditures to Date: \$ 15,307,095
Percent of Total Budget Expended: 54%
Percent of Year Completed: 83%



Expense Analysis

	Budget	To Date	% Expended
11 Executive	\$3,892,666.00	\$2,677,090.75	69%
18 Boards Commissions & Councils	\$2,513,963.00	\$1,300,549.02	52%
19 Non-Departmental	\$2,492,554.00	\$1,676,888.28	67%
21 Public Safety	\$5,461,011.00	\$3,274,038.36	60%
32 Planning & Zoning	\$1,495,081.00	\$853,221.60	57%
33 Building Inspections	\$1,576,899.00	\$981,755.34	62%
41 Public Works	\$6,223,338.00	\$4,326,382.10	70%
61 Interfund Transfers	\$4,778,136.00	\$217,169.29	5%

Note:

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 39,432,774
Revenue Collected to Date: \$ 26,587,193
Percent of Total Budget Collected: 67%
Percent of Year Completed: 83%



Revenue Analysis

	Budget	To Date	% Received
51 Water Fund	\$23,783,425.00	\$14,293,860.43	60%
52 Sewer Fund	\$12,140,349.00	\$9,088,084.70	75%
57 Solid Waste Fund	\$2,263,000.00	\$2,024,927.58	89%
59 Storm Drain Fund	\$1,246,000.00	\$1,180,319.88	95%

Fund 51 - Water Fund:

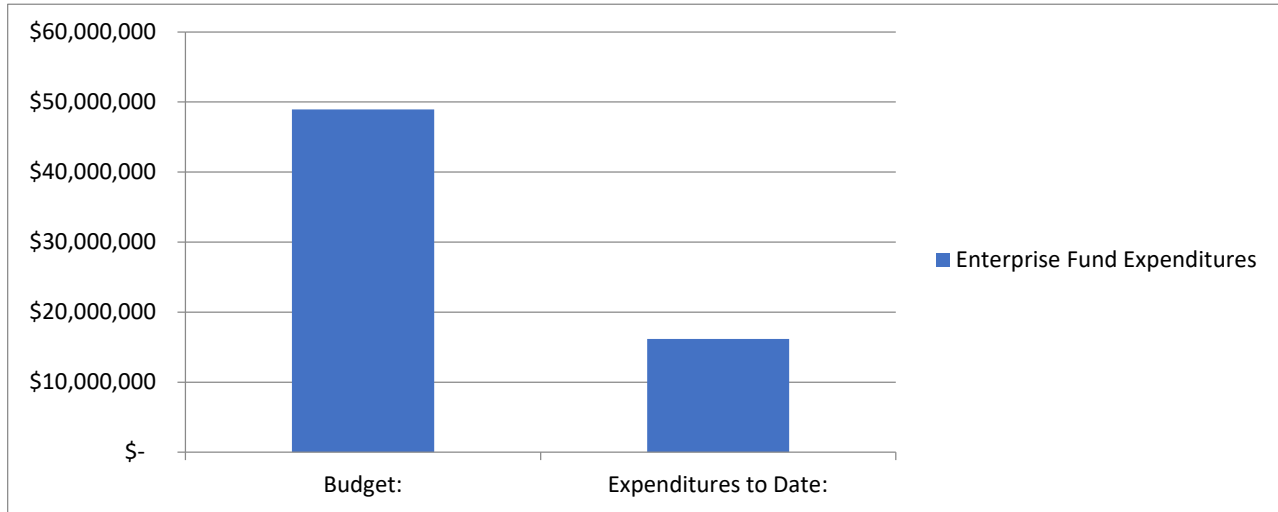
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	48,940,628
Expenditures to Date:	\$	16,145,093
Percent of Total Budget Expended:		33%
Percent of Year Completed:		83%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
51 Water Fund	\$31,296,275.00	\$7,510,481.10	24%	83%
52 Sewer Fund	\$13,667,158.00	\$6,392,253.16	47%	83%
57 Solid Waste Fund	\$2,791,712.00	\$1,660,131.59	59%	83%
59 Storm Drain Fund	\$1,185,483.00	\$582,227.53	49%	83%

Note:

Water Fund includes \$22 M. for capital project funding.

Sewer Fund includes \$5.1 M. for capital project funding.

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 04/30/2023	Committed Balance	Available Balance	Projected Available Balance by 6/30/23**
11 - Water Impact Fee Fund	\$24,273,420	\$17,305,772	\$6,967,649	\$8,473,389
12 - Wastewater Impact Fee Fund	\$3,019,709	\$3,997,943	(\$978,234)	(\$326,808)
15 - Parks/Trails Impact Fee Fund	\$6,871,499	\$5,992,889	\$878,610	\$2,237,701
16- Public Safety Impact Fee Fund	\$68,237		\$68,237	\$90,570
17 -Stormwater Impact Fee Fund	\$3,217,019	\$2,370,363	\$846,656	\$1,168,950
18 -Transportation Impact Fee Fund	\$2,699,283		\$2,699,283	\$3,676,841

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.

UPCOMING AGENDA ITEMS

Upcoming Items

Consolidated Fee Schedule Update – Impact Fees

Planning Items

Citywide Rezone

Eagle Mountain Data Center Preliminary Plat

Gardner Farms Concept Plan

Glenmar Nature Trail

Parkway Fields Phase C Preliminary Plat & Site Plan

Pinnacles A3 Concept Plan

Tract/TripleTail Rezone

Code Amendments

Accessory Building Coverage

Caretaker Units in Commercial Storage/Industrial

Multifamily Unit Building Height

Residential Definitions and Controls

Setbacks and Accessory Structure Timing

Special Use Standards

Subdivision/Public Hearing Tables

Vacation of ROW, Service Drives, ADA