EAGLE MOUNTAIN
CITY COUNCIL MEETING

February 18, 2020, 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. DISCUSSION - Marketplace at Eagle Mountain Town Center
This is not an action item.

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.)

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.

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

9.A. IT Services Agreement with Executech LLC
Motion to approve.
Services Contract - Executech

10. BID AWARDS

10.A. Eagle Mountain Digital Signs - YESCO
Motion to approve.
Bids Received - Eagle Mountain Digital Signs

11. BOND RELEASES

11.A. Brandon Park Phase A, Plat 4 - Into Warranty
Motion to approve.
BR--Brandon Park A-4 - Into Warranty
BP A-4 Recorded Plat

11.B. Brandon Park Phase A, Plat 5 - Into Warranty
Motion to approve.
BR -- Brandon Park A-5 - Into Warranty
BP A-5 Recorded Plat

12. CHANGE ORDERS

12.A. 2019 Eagle Mountain Traffic Signals Change Order #3 - Hunt Electric
Motion to approve.

13. MINUTES

13.A. February 4, 2020 Minutes
Motion to approve.
02.04.2020 City Council Minutes - DRAFT

14. SITE PLANS

14.A. SilverLake South 21 & 24 - Site Plan
Motion to approve.

SilverLake Plats 21 & 24
SilverLake 21 & 24 Multifamily Unit Elevations
SilverLake 21 & 24 Single-family Unit Elevations
SilverLake 21 & 24 Landscape Plan
SilverLake South Preliminary Plat - Approved 10.01.2019
City Council Minutes - SilverLake South Preliminary Plat

SCHEDULED ITEMS

15. ORDINANCES

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.50 Storm Drains.

BACKGROUND: (Presented by City Engineer Chris Trusty) The proposed amendment implements updated requirements from the State regarding storm runoff retention and detention, and includes an appeal process for construction operators to appeal an enforcement option.
DWQ Permit Update - 2020
Chapter 15.50 Storm Drains - DRAFT
ORD--Storm Drain (EMMC 15.50)

15.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.

BACKGROUND: (Presented by Planning Manager Mike Hadley) This applicant-proposed amendment is to allow temporary inflatable signs for special events. The amendment was presented to the City Council on December 3, 2019 and on January 21, 2020 and was tabled to allow staff to revise the proposal.
ORD--Sign Regulations and Sign Permits (EMMC 17.80)
Sign Ordinance Exhibit A

16. J & J RANCHES

16.A. RESOLUTION: A Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Pole Canyon Annexation and Master Development Agreement.

BACKGROUND: (Presented by City Attorney Jeremy Cook) The proposed minor amendment to the Pole Canyon Master Development Agreement allows the approval of the two-lot J & J Ranches preliminary plat without the requirement of a master development plan for Neighborhood Planning Area 4, in which this parcel is located.
RES--Pole Canyon MDA 4th Amendment - J & J Ranches
Fourth Amendment to Pole Canyon MDA Exhibit A (00477079xB00C1)

16.B. J & J Ranches - Preliminary Plat

BACKGROUND: (Presented by Planning Manager Mike Hadley) The proposed preliminary plat creates two lots on thirteen acres in the Pole Canyon area. This item was presented to the City Council on February 4, 2020, and was tabled due to concerns regarding implications the preliminary plat could have on Pole Canyon Master Development density transfers.
J & J Ranches Preliminary Plat
Pole Canyon Land Use Plan
Pole Canyon MDA

17. CITY COUNCIL/MAYOR'S BUSINESS

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

18. 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.

19. COMMUNICATION ITEMS

19.A. Financial Report
This is not an action item.
Executive Summary of Revenue and Expenses

19.B. Upcoming Agenda Items
This is not an action item.
A.CI--Upcoming Agenda Items

20. ADJOURNMENT

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this **14th day of February, 2020,** 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	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**
TITLE:	IT Services Agreement with Executech LLC
ITEM TYPE:	Agreement
FISCAL IMPACT:	$61,920
APPLICANT:	Aaron Sanborn, Economic Development Director

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Aaron Sanborn, Admin

RECOMMENDATION:
Approve an agreement with Executech LLC to provide IT services to Eagle Mountain City

BACKGROUND:
In 2018, Eagle Mountain City began contracting with Executech LLC for managed IT services. Previously, we had contracted with Netwize for those services. As a part of our contract, we have a service technician on site for 45 hours per month (10.5 hours per week) for regular support. Additionally, Executech provides 24/7 monitoring of our network and systems, with the ability to provide additional support as needed. Staff has been impressed with the level of service and professionalism of all Executech staff and recommends continuing to contract with Executech. Starting in July 2020, the contracted hourly rate will increase from $105/hr to $108/hr. The included agreement reflects the price change for a full year, but we will not begin paying the full amount until July. The price change will be included in the FY 2021 budget.

Attachments:
Services Contract - Executech

EAGLE MOUNTAIN CITY
CONTRACT FOR SERVICES

1. **CONTRACTING PARTIES**: This contract is between Eagle Mountain City and the following Contractor:

Executech, LLC
Name

1314 W 11400 S, Suite 200
Address

South Jordan, UT 84095
City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ○ Sole Proprietor
- ○ Non-profit Corporation
- ◉ For-profit Corporation
- ○ Partnership
- ○ Government Agency

Contact Name: Chris Gibbons

Phone Number: 877.843.0712

Email: _____

Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT**: IT Services

3. **CONTRACT PERIOD**:

Effective Date: 02.18.2020

Project Completion Deadline (Contractor will complete the Scope of Work on or before): _____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract: 02.17.2023

Renewal Options (if applicable): None

4. **CONTRACT COSTS**: See Cost Schedule (Attachment B). This Contract is a fixed-price contract.
   a. Total Contract Cost: $61,920 annually--$5,160/month
   b. Is this project a budgeted project: ☒ Yes ☐ No

5. ATTACHMENT A: Standard Terms and Conditions for Services
   ATTACHMENT B: Scope of Work/Cost Schedule

ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE RESOLVED IN FAVOR OF ATTACHMENT A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
    a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this _____ day of _____ , 20_____ .

EAGLE MOUNTAIN CITY

_____
Signature

Print Name: _____

Title: _____

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

APPROVED AS TO FORM

_____
Jeremy R. Cook
City Attorney

Dated this _____ day of _____ , 20_____ .

CONTRACTOR

_____
Signature

Print Name: _____

Title: _____

ATTACHMENT A:

STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
   c) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   d) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
   e) "**Proposal**" means Contractor's response to Eagle Mountain's Solicitation.
   f) "**Solicitation**" means the documents used by Eagle Mountain to obtain Contractor's Proposal.
   g) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eagle Mountain to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
   1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Eagle Mountain.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, and save harmless Eagle Mountain from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of Eagle Mountain. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination. Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall Eagle Mountain be liable to the Contractor for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Contractor. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Eagle Mountain for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract. If a written notice is delivered under this section, Eagle Mountain will reimburse Contractor for the Services properly ordered until the effective date of said

notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request Eagle Mountain's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to Eagle Mountain within thirty (30) days of contract award. Contractor must add Eagle Mountain as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Eagle Mountain, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

20. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain.

    If Contractor delivers nonconforming Services, Eagle Mountain may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

21. **INVOICING:** Unless otherwise set forth in the Contract, Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to Eagle Mountain. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by Eagle Mountain will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Contractor. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Contractor. Eagle Mountain will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against Eagle Mountain), to the extent caused by the Contractor's wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** Eagle Mountain reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
29. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information. Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall

indemnify and hold harmless Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable. Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
34. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
35. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
36. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
37. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
38. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
39. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
40. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
41. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

III. Scope of Services

a. Initial Assessment

i) We will perform a thorough on-site assessment of your network first thing to document your network, assess system architecture and current processes, identify any imminent technology needs, determine best solutions for implementation, and provide a report of our findings and recommendations to the City's management team. Systems and services to review include:

- All network assets inventoried and evaluated for stability and reliability
- Technology replacement plan defined for budgeting and implementation purposes
- Network security and policies evaluated as per Red Flags/NIST regulatory compliance
- External penetration test performed for potential vulnerabilities
- Anti-virus and Malware protection evaluated and implemented as appropriate
- Backup systems, policies and procedures evaluated and updated as necessary
- Disaster recovery plan reviewed, defined, and put into place, including retention of long-term storage and accessibility of critical data
- Internet connectivity and speeds evaluated with solutions recommended as needed
- Email evaluated with solutions recommended as needed
- Phones evaluated with solutions recommended as needed
- Monitoring of critical systems defined and implemented
- Processes defined in coordination with the City for how issues and emergencies are addressed
- Processes and schedules defined for regular maintenance of all systems
- Identify all 3rd Party vendors and define scope of what they each provide
- Policies and procedures for users defined and implemented in coordination with the City to provide the service that is necessary and expected

b. Client Service & Support

i. Executech will provide routine maintenance of the network endpoints including PCs, laptops, PDAs, printers, peripherals, and office automation software. We will configure desktops and laptops for standard applications and usage. With our Tier III technical expertise, we will efficiently diagnose and correct desktop application problems, identify and correct end user hardware problems, and perform advanced troubleshooting in a timely manner.

ii. Executech will assist City management with inventory control, including all computer and network related hardware and software. We will provide a suggested replacement schedule for budget planning.

iii. Executech will manage and maintain the City's domain to ensure quick spin-up of new machines, transfer of identities as needed, and seamless remote access to City networks via mobile devices.

iv. Executech will help the City evaluate and procure software and computer equipment through industry-leading sources. We also build and supply computers, servers, laptops, and all network equipment, offering warranties up to 3 years on parts and 1 year on labor. We also have a software development team when customized programming might be needed.

v. Executech is highly skilled at producing and maintaining IT Policies, especially important for those organizations held to government compliance standards. We will assist City officials with the development of user policies and procedures as it pertains to software, hardware and internet usage.

vi. Executech will provide rapid response support for all user requests/tickets. User support is available 24/7/365 and will usually be performed on-site by your assigned technician. He will know your staff personally, providing them the confidence necessary to ask for help when it is needed. Problem resolution time is minimized since we avoid the tiered model of escalation and simply assign you a Tier III technician to handle everything from Help Desk to System Admin to CTO support. The first person you call, your assigned technician, can normally handle all your network needs. It will be our aim to provide support in a way that is efficient and effective for Eagle Mountain City.

c. **Server Administration Services**

Executech manages thousands of servers for our clients. With this experience, we have learned what works and what does not work. Whether the server is locally run or in the cloud, we know what needs to be done and how to do it.

Executech will provide 24/7/365 monitoring of the servers via our exclusive monitoring product, *Digital Armor*, to ensure hard drive, memory, and CPU health. We will ensure servers are properly secured to UPS battery backups. We will manage and maintain the machines, including:

i. Manage computer systems and network to include complex application, database, messaging, web and other server associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.

ii. Ensure each server is functioning with mirrored hard drives (in the event one crashes), as well as we will regularly capture images of the server and all its configurations, allowing us to restore network function quickly in the event a complete server replacement is required. We will ensure that local and offsite backup is tested and verified on a regular schedule and reported to City management.

iii. Ensure scheduled preventive maintenance is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance backup plans and procedural documentation.

iv. Setup new users and edit/remove existing users on server.

v. Monitor server performance and capacity management services via Digital Armor with reporting when specified thresholds are reached.

vi. Configuration management, including changes, upgrades, patches, and support of the City's specialized software products as it relates to the servers and associated hardware.

vii. Coordinate with vendors for timely repair and maintenance work on server-related issues as needed.

d. **Network Administration Services**

Executech will provide 24/7/365 monitoring of the network through *Digital Armor* to ensure maximum uptime, including hardware, internet, website, etc. It will alert us and designated City personnel when issues arise so we can *immediately* begin solving the problem.

Because we manage hundreds of networks, we are accustomed to working with all brands and types of network equipment. Executech's network administration services include:

i. Maintaining switches, firewalls, routers, and other security devices.

ii. Coordinating with the City's primary internet service provider to ensure maximum uptime, including a secondary internet provider for redundancy, and promptly respond to outages.

iii. Installing and maintaining printers, network copiers/scanners, etc.

iv. Maintaining infrastructure and performing regular analysis, routine configuration changes, and installation of patches and upgrades.

v. Alerting designated City personnel in the event of failure and including a plan for remediation.

vi. Complete proactive monitoring of all network equipment, including bandwidth utilization and other performance indicators, with reporting when specified thresholds are reached.

vii. Troubleshoot network for performance and capacity management.

viii. Maintain network documentation and ensure policies/procedures are current and consistent with government compliance regulations.

e. **Security Protection**

Network security is of critical importance due to the ever-increasing number of technology breaches that occur daily, costing organizations substantial amounts of money in damage and repair, including regulatory fines. No other IT provider in the region has as much experience in network security and compliance protocol as Executech. Because we work with hundreds of organizations, including many municipalities, we are well-versed in compliance protocols and implementation, including Red Flags, NIST, PCI, HIPAA, SAS 70, SOC 1, SOC 2, SSAE 16, ITAR, etc. We know security!

Network protection is best achieved through layers of security, including firewall and antivirus solutions with intrusion prevention technology, password policies, spam filters for e-mail, etc. Executech's security services include:

i. Managing virus protection on each endpoint, including servers, desktops and laptops, to ensure that the overall network is secure.

ii. Working with City management to perform network security audits in conjunction with Red Flags/NIST regulations and ensure compliance. We will notify City personnel immediately of suspected security breaches.

iii. In accordance with designated City personnel, utilizing Active Directory policies for individual user access and permissions, enabling remote access in a secure environment.

iv. Performing regular "white hat" penetration tests of the network to identify vulnerabilities, minimize risk, and help protect the City against the most current hacking trends. Pen testing provides specific, accurate, and actionable analysis of the City's security health.

f. **Strategic Planning**

Executech will work closely with City management in a CTO (Chief Technical Offier) capacity to:

i. Engineer, plan, and design IT infrastructure and services to expedite processes and streamline workflow by smart-proofing the network for advancing technologies (i.e. server upgrades, storage system upgrades, redesign of backup systems, etc).

ii. Provide technical leadership for all IT issues by attending staff meetings as directed and holding monthly/quarterly IT reviews.

iii. Strategize with management on a 1-3-5 year plan for future purchasing and technology needs.

iv. Deploy all new hardware and software with successful data transfer. When it's time to deploy a new server, we will work with you to understand the impact of the installation on the network and users. In the planning stage of this deployment, we will work to schedule installations at the time with the least possible impact (typically in evenings or on weekends).

v. Perform strategic planning, designing, and installation of core network systems to modernize

and improve City IT infrastructure and processes while maintaining cost efficiency (i.e. major network upgrades, provider changes, IP configuration redesign, installation of core devices).

g. **Extra Services Provided**

- **Emergency Support Options**
  Executech monitors systems in real-time. This means that when notifications and alerts occur, you can be confident that Executech is ready to get to work. Executech has a commitment to excellence in all that we do, however, when things go wrong, we understand that nothing matters more than getting things working again. Executech will provide guaranteed same-day response for non-critical issues and 2-hours or less response time for emergency issues such as network outages, email issues and other critical business interrupting failures.

  Executech will meet all support priority level timelines as identified upon receipt.
  1. Urgent priority issues will be responded to within 2 hours or less
  2. High priority issues will be responded to within 4 hours
  3. Medium priority issues will be responded to within 8 working hours
  4. Low priority issues will be responded to as quickly as possible

- **Vendor Management**
  At the City's discretion, Executech will handle all IT vendor relations for Eagle Mountain City so management can focus on the most important things. We will provide services for due-diligence and provide management with the necessary information to make informed decisions for the organization. We will assist management with new vendor acquisition services by conducting market research, as well as identifying and assessing requirements and qualifications that support the decision-making process. We will evaluate new contracts, re-negotiate contracts, and termination of contracts. We will provide service level agreement management with all applicable vendors.

- **Training**
  Executech is more than a managed services provider of technology. We are a people and productivity company. We will provide company training as desired by City management. Whether geared towards the executive team or end users, we offer training to help people maximize the tools they have and be as productive as possible while on the job.

- **Website**
  Executech can provide website maintenance and support. We have an 8-person team of website developers, programmers and coders to provide content support as needed, both external and internal facing. We also provide web hosting services. Website projects can be handled on an hourly basis and will be done according to the requirements of Eagle Mountain City.

IV. Presentation

We look forward to the opportunity of meeting with the Selection Review Committee on July 17th or 18th to present how we will accomplish the tasks outlined in this RFP response.

V. Cost Proposal

As per RFP instructions, please refer to our separate cost proposal provided in the sealed envelope.

Eagle Mountain City IT Services Updated hours 2.11.2020

executech

FROM
Client Success
Executech
1314 W 11400 S, Ste 200
South Jordan, UT 84095
www.executech.com

PHONE
800.400.7554

FOR
Eagle Mountain City, UT

TO
Aaron Sanborn

EMAIL
asanborn@emcity.org

ADDRESS
1650 E Stagecoach Run
Eagle Mountain
UT 84005

PHONE
801-789-6621

QUOTE NUMBER
1003534

DATE
February 11, 2020

VALID UNTIL
August 9, 2020 at 7:32am

IT Services with a Personal Touch

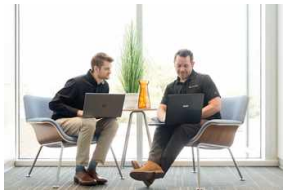
Executech is the West's premier outsource IT provider, a Best of State Winner, an Inc. 5000 winner, and has been named to "Top Workplaces" three years in a row. We have over 100 full-time technicians. Because of this, you will have all the benefits of a large IT department without paying the cost of an entire team. Over 800 companies trust us to run their networks because we are the best at what we do.

Don't believe we are this good? Read about us: ★★★★★
Client Testimonials: https://www.executech.com/testimonials/
Our Mission: https://executech.wistia.com/medias/vdrt10opyl

IT Services Agreement - 10.5 Hours per Week Executech will take care of all of your needs through our scheduled visits, as needed support, and remote support. Billing for any support needs will be handled as follows: All on site visits will be billed a minimum of one hour. After the initial hour, billing occurs in 15 minute increments. Remote or phone support is billed in 15 minute increments. The agreement allows for a total of 45 hours per month, billed at $108 per hour. Logs will be assessed monthly and any time beyond this will be billed at $120 per hour. Any unused hours will be rolled over as per Executech's hour roll over policy. See terms and conditions below.	4,860.00 per month
ConnectWise Automate Executech uses this tool to create an environment that is easy to maintain. Provides system management of computers and servers, ticketing system, and in-depth reporting. Monitors updates, backup, and antivirus. Performs automatic updates, patch management, inventory management, and network health reporting. Allows control over what software is allowed on the network. Automates system management and repairs. Enables remote access, allowing our team to work without disrupting employees. Licensed per node per month. 	3.00 x 100 300.00 per month
Total	**$5,160.00** per month

No Financial Contracts Required!

We do not require financial commitment contracts of our clients. However, we require a simple agreement not to solicit our employee to work for you. You can view our sample client agreement here: https://www.executech.com/agreement



EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**

TITLE:	Eagle Mountain Digital Signs - YESCO
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$243,353.00
APPLICANT:	Eagle Mountain City

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
NA	Village Core	NA	NA

PUBLIC HEARING:
No

REQUIRED FINDINGS:
NA

PLANNING COMMISSION ACTION / RECOMMENDATION
NA

PREPARED BY:
Brad Hickman, Parks and Recreation

RECOMMENDATION:
Staff recommends that the City Council award a bid to YESCO for the Eagle Mountain Digital Sign project. YESCO has met all the requirements outlined in the bid documents.

BACKGROUND:
This project had an original budget of $400,000 and an engineer's estimate of $426,000. Through the bidding process, the project came in significantly lower than originally budgeted. The project includes a digital sign on Pony Express Parkway, adjacent to the Silver Lake Amphitheater and a second sign that will be located along Wride Highway near the intersection of Ranches Parkway.

Attachments:
Bids Received - Eagle Mountain Digital Signs

EAGLE MOUNTAIN CITY

BID OPENING FOR

Eagle Mountain Digital Signs

BIDS OPENING: February 11, 2020 @ 10:00 AM

	Bidder	BID BOND YES	BID BOND NO	Bid Amount	Time	Date Received:	Received by:
1.	YESCO	X		$243,353.00	9:38 AM	2/11/20	CF
2.	Creative Signs & graphics	X		$261,153.00	2:02 pm	2/10/20	CF
3.							
4.							
5.							
6.							
7.							
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16.							
17.							
18.							
19.							
20.							

Witnessed By:

Brad Hickman — Eagle Mountain City (Company)

[illegible] — Eagle Mountain City (Company)

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

Tuesday, January 28, 2020

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

SUBJECT: **Brandon Park phase "A" plat 4 Subdivision into warranty Bond Release**

City Recorder:

The above referenced Brandon Park phase "A" plat 4 subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Brandon Park ph "A" plat 4 Bond
Reduced

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

1st Bond Release		
Original Bond Amount:	$	572,732.03
Previous Release Amount:	$	-
Amount to Release this Period:	$	505,393.02
Amount Remaining in Bond :	$	67,339.01

Bond Releases Summary		
#1	$	505,393.02
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	505,393.02

1/28/2020

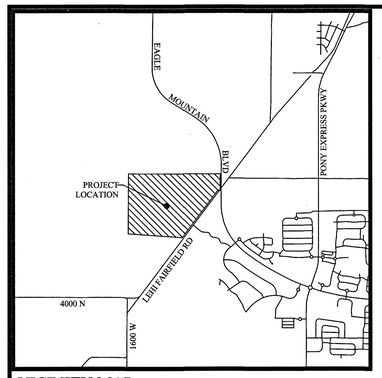
							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	SWPPP	1	0.5	LS	$5,000.00	$2,500.00	0	1	50%	$2,500.00	$2,500.00
2	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	54041	54041	SF	$1.52	$82,142.32	0	54041	100%	$82,142.32	$82,142.32
b	6 inch Road base(also behind curb)	79324	79324	SF	$0.79	$62,665.96	0	79324	100%	$62,665.96	$62,665.96
c	9 inch sub-base(e-fill)9behind curb)	62558	62558	SF	$0.81	$50,671.98	0	62558	100%	$50,671.98	$50,671.98
d	30" curb & gutter	3391	3391	LF	$17.00	$57,647.00	0	3391	100%	$57,647.00	$57,647.00
e	Sidewalk	16766	16766	SF	$4.95	$82,991.70	0	16766	100%	$82,991.70	$82,991.70
f	Street/stop signs	4	4	EA	$350.00	$1,400.00	0	4	100%	$1,400.00	$1,400.00
g	ADA access ramps for trail	8	8	EA	$305.00	$2,440.00	0	8	100%	$2,440.00	$2,440.00
3	**CULINARY WATER**										
a	8" culinary water c-900	1956	1956	LF	$20.00	$39,120.00	0	1956	100%	$39,120.00	$39,120.00
b	Fire Hydrant	3	3	EA	$6,257.00	$18,771.00	0	3	100%	$18,771.00	$18,771.00
c	3/4" water service	29	29	EA	$1,098.00	$31,842.00	0	29	100%	$31,842.00	$31,842.00
d	2" blow off	1	1	EA	$2,032.00	$2,032.00	0	1	100%	$2,032.00	$2,032.00
4	**STORM DRAIN**										
a	15" RCP	1156	578	LF	$33.80	$19,536.40	0	1156	50%	$19,536.40	$19,536.40
b	18" RCP	118	59	LF	$38.50	$2,271.50	0	118	50%	$2,271.50	$2,271.50
c	24" RCP	137	68.5	LF	$50.00	$3,425.00	0	137	50%	$3,425.00	$3,425.00
d	Combo box	3	1.5	EA	$5,541.00	$8,311.50	0	3	50%	$8,311.50	$8,311.50
e	Catch basin 2x3	2	1	EA	$1,775.00	$1,775.00	0	2	50%	$1,775.00	$1,775.00
f	60" manhole	3	1.5	EA	$2,938.00	$4,407.00	0	3	50%	$4,407.00	$4,407.00
5	**SEWER**										
a	10" Sewer pipe	1083	216.6	LF	$30.10	$6,519.66	0	1083	80%	$6,519.66	$6,519.66
b	8" Sewer pipe	3395	679	LF	$24.00	$16,296.00	0	3395	80%	$16,296.00	$16,296.00
c	4" sewer laterals	29	5.8	EA	$900.00	$5,220.00	0	29	80%	$5,220.00	$5,220.00
d	48" sewer manholes	5	1	EA	$3,407.00	$3,407.00	0	5	80%	$3,407.00	$3,407.00
	TOTAL CONSTRUCTION COST					**$505,393.02**					
	Original 10% Bond Coverage					$67,339.01					
									Released this Period	$505,393.02	
	TOTAL BOND AMOUNT:					**$572,732.03**					

Christopher T. Trusty P.E.
Engineering Director

2/3/2020
Date

Robert Ballif
Engineering Tech. 1

1/28/2020
Date

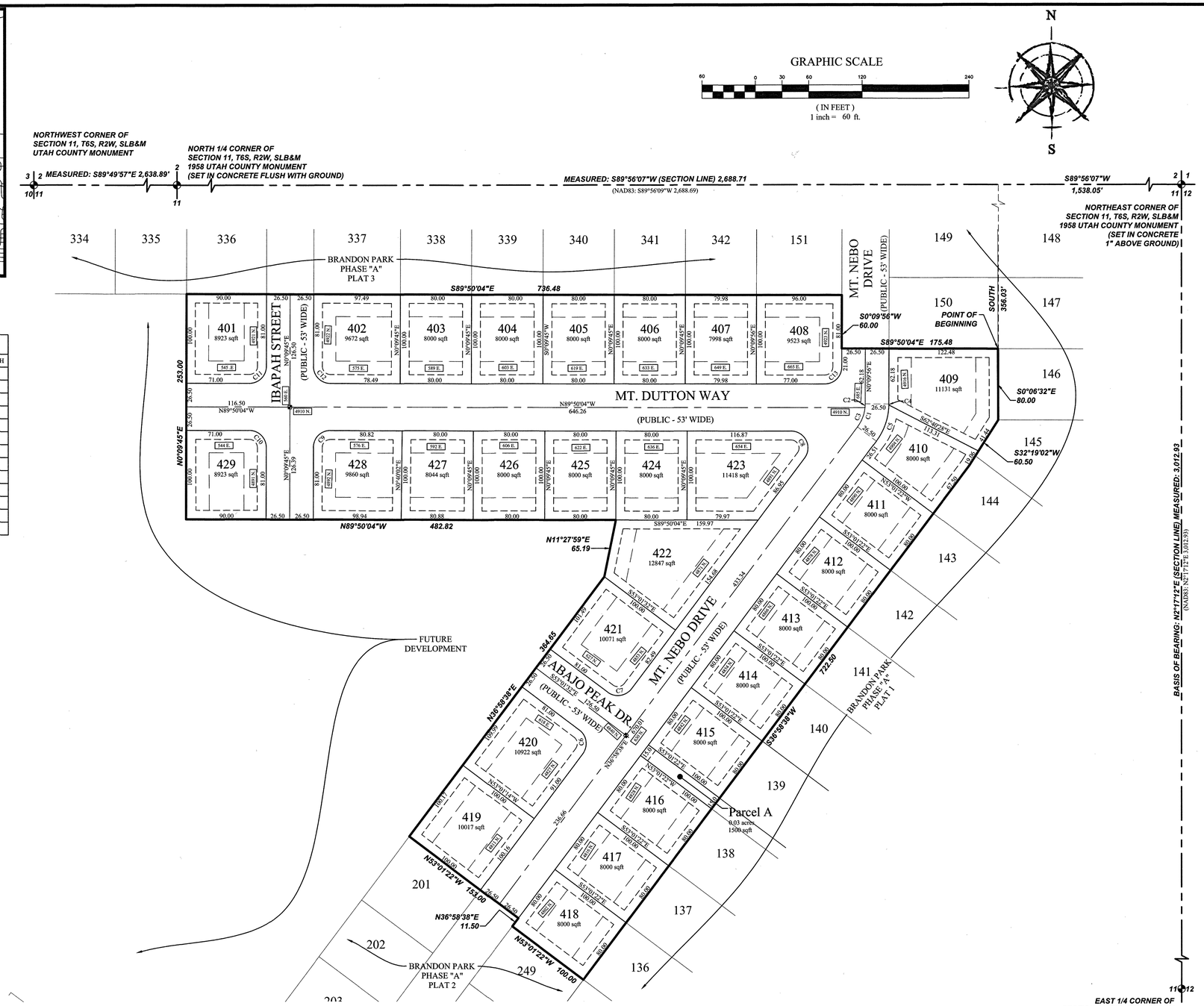


VICINITY MAP
N.T.S

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	43.50	36°48'43"	27.95	N18°34'17"E	27.47
C2	43.50	5°41'57"	4.33	S03°00'54"W	4.33
C3	43.50	31°06'46"	23.62	S21°25'16"W	23.33
C4	70.00	0°57'57"	1.18	S00°38'54"W	1.18
C5	70.00	35°50'46"	43.79	S19°03'15"W	43.08
C6	19.00	90°00'11"	29.85	N08°01'27"W	26.87
C7	19.00	89°59'49"	29.84	N81°58'33"E	26.87
C8	19.00	126°48'43"	42.05	N26°25'43"W	33.98
C9	19.00	90°00'11"	29.85	S45°09'50"W	26.87
C10	19.00	89°59'49"	29.84	N44°50'10"W	26.87
C11	19.00	90°00'11"	29.85	N45°09'50"E	26.87
C12	19.00	89°59'49"	29.84	S44°50'10"E	26.87
C13	19.00	90°00'00"	29.85	N45°09'56"E	26.87

SITE TABULATIONS

• TOTAL # OF LOTS:	29 LOTS
• TOTAL ACREAGE:	8.14 ACRES
• TOTAL ACREAGE IN LOTS:	5.90 ACRES
• TOTAL ROAD ACREAGE (ASPHALT)	1.24 ACRES
• TOTAL OPEN SPACE:	0.03 ACRES
• TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
• TOTAL ACREAGE IN ROW:	2.24 ACRES
• AVERAGE LOT SIZE:	0.20 ACRES OR 8,862 SQFT.
• LARGEST LOT SIZE:	0.29 ACRES OR 12,847 SQFT.
• SMALLEST LOT SIZE:	0.18 ACRES OR 7,998 SQFT.
• OVERALL DENSITY:	3.56 UNITS/ACRE



16689

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

08/28/19
Date

BOUNDARY DESCRIPTION

Located in the NE1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah more particularly described as follows:

Beginning at a Southwesterly Corner of BRANDON PARK, PHASE A, PLAT 1 SUBDIVISION according to the Official Plat thereof recorded December 18, 2018 as Entry No. 119103:2018 in the Office of the Utah County Recorder, located S89°56'07"W along the Section line 1,538.05 feet and South 356.03 feet from the Northeast Corner of Section 11, T6S, R2W, SLB&M (Basis of Bearing: N02°17'12"E along the Section line between the East 1/4 Corner and the Northeast Corner of Section 11, T6S, R2W, SLB&M); thence along said plat the following three (3) courses: (1) S00°06'32"E 80.00 feet; thence (2) S32°19'02"W 60.50 feet; thence (3) S36°58'38"W 722.50 feet; thence N53°01'22"W 100.00 feet; thence N36°58'38"E 11.50 feet; thence N53°01'22"W 153.00 feet; thence N36°58'38"E 364.65 feet; thence N11°27'59"E 65.19 feet; thence N89°50'04"W 482.82 feet; thence N00°09'45"E 253.00 feet; thence S89°50'04"E 736.48 feet to a westerly line of said plat; thence along said plat the following two (2) courses: (1) S00°09'56"W 60.00 feet; thence (2) S89°50'04"E 175.48 feet to the point of beginning.

Contains: 8.14 acres+/-

ENT 87074:2019 Map # 16689
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Sep 05 2:54 pm FEE 160.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER: Steve Maddox - Edge Homes Utah, LLC
AUTHORIZED SIGNATURE(S): Steve Maddox

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 28 DAY OF August A.D. 2019 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Steve Maddox, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 7-10-2021
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY
MY COMMISSION No. 669654
Shelley Rae King
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 3 DAY OF September, 2019.

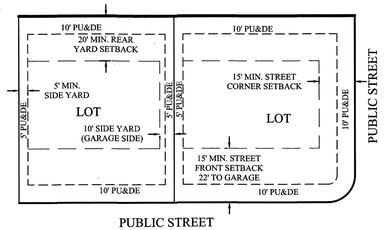
APPROVED BY MAYOR
APPROVED BY CITY ATTORNEY
APPROVED BY CITY ENGINEER (SEE SEAL BELOW)
ATTEST BY CITY RECORDER (SEE SEAL BELOW)

BRANDON PARK
PHASE "A" PLAT 4
SUBDIVISION
LOCATED IN THE NE 1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 08/28/19 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH	LICENSED PROFESSIONAL ENGINEER No. 284052 CHRISTOPHER TODD TRUSTY 9-5-19 STATE OF UTAH	STATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

NOTES
1. PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.

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



TYPICAL BUILDING SETBACKS
N.T.S.

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

DIRECT COMMUNICATIONS — 8/29/19 DATE

QUESTAR GAS COMPANY
Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-way department at 800-366-8532.

Approved this 28 day of August, 2019. Questar Gas Company
By: Title gas account svc rep

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

ROCKY MOUNTAIN POWER — 8/28/19 DATE

Z:\2018\18-434 Brandon Park Phases 3-4\design 18-434\dwg\sheets\C2 - FINAL PLAT PHASE 4.dwg
Dec 5-6-2019

EAGLE MOUNTAIN

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

Thursday, January 30, 2020

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

SUBJECT: **Brandon Park phase "A" plat 5 Subdivision into warranty Bond Release**

City Recorder:

The above referenced Brandon Park phase "A" plat 5 subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Brandon Park ph "A" plat 5 Bond
Reduced

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

1st Bond Release		
Original Bond Amount:	$	223,739.62
Previous Release Amount:		$0.00
Amount to Release this Period:	$	149,867.12
Amount Remaining in Bond :	$	73,872.50

Bond Releases Summary		
#1	$	149,867.12
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	149,867.12

1/30/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	SWPPP	1	0.5	LS	$5,000.00	$2,500.00	0	1	50%	$2,500.00	$2,500.00
2	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	60223	0	SF	$1.45	$0.00	0	0	100%	$0.00	$0.00
b	6 inch Road base(also behind curb)	70565	0	SF	$0.80	$0.00	0	0	100%	$0.00	$0.00
c	9 inch sub-base(e-fill)9behind curb)	70565	0	SF	$0.70	$0.00	0	0	100%	$0.00	$0.00
d	30" curb & gutter	4122	0	LF	$18.00	$0.00	0	0	100%	$0.00	$0.00
e	Sidewalk	21040	21040	SF	$4.50	$94,680.00	0	21040	100%	$94,680.00	$94,680.00
f	Street/stop signs	4	4	EA	$350.00	$1,400.00	0	4	100%	$1,400.00	$1,400.00
g	ADA access ramps for trail	8	8	EA	$1,240.00	$9,920.00	0	8	100%	$9,920.00	$9,920.00
3	**CULINARY WATER**										
a	8" culinary water c-900	2205	0	LF	$24.50	$0.00	0	0	100%	$0.00	$0.00
b	8" gate valve	18	0	EA	$1,800.00	$0.00	0	0	100%	$0.00	$0.00
c	8" Tee	5	0	EA	$900.00	$0.00	0	0	100%	$0.00	$0.00
d	8" bend	6	0	EA	$600.00	$0.00	0	0	100%	$0.00	$0.00
e	Fire Hydrant	4	0	EA	$5,500.00	$0.00	0	0	100%	$0.00	$0.00
f	3/4" water service	29	0	EA	$1,100.00	$0.00	0	0	100%	$0.00	$0.00
g	2" blow off	2	0	EA	$2,550.00	$0.00	0	0	100%	$0.00	$0.00
4	**STORM DRAIN**										
a	15" RCP	866	173.2	LF	$33.50	$5,802.20	0	866	80%	$5,802.20	$5,802.20
b	36" RCP	196	39.2	LF	$62.00	$2,430.40	0	196	80%	$2,430.40	$2,430.40
c	24" RCP	1054	210.8	LF	$42.00	$8,853.60	0	1054	80%	$8,853.60	$8,853.60
d	Combo box	4	0.8	EA	$5,600.00	$4,480.00	0	4	80%	$4,480.00	$4,480.00
e	Catch basin 2x3	2	0.4	EA	$1,775.00	$710.00	0	2	80%	$710.00	$710.00
f	60" manhole	5	1	EA	$3,490.00	$3,490.00	0	5	80%	$3,490.00	$3,490.00
5	**SEWER**										
a	10" Sewer pipe	126	25.2	LF	$30.10	$758.52	0	126	80%	$758.52	$758.52
b	8" Sewer pipe	1087	217.4	LF	$26.00	$5,652.40	0	1087	80%	$5,652.40	$5,652.40
c	4" sewer laterals	29	5.8	EA	$950.00	$5,510.00	0	29	80%	$5,510.00	$5,510.00
d	48" sewer manholes	4	0.8	EA	$3,500.00	$2,800.00	0	4	80%	$2,800.00	$2,800.00
e	60" sewer manholes	1	0.2	EA	$4,400.00	$880.00	0	1	80%	$880.00	$880.00
	TOTAL CONSTRUCTION COST					**$149,867.12**					
	Original 10% Bond Coverage					$73,872.50					
	TOTAL BOND AMOUNT:					**$223,739.62**					

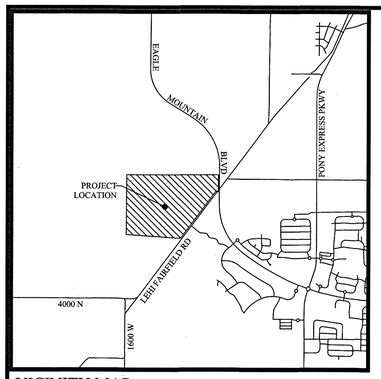
Released this Period $149,867.12

Christopher T. Trusty P.E.
Engineering Director

2/3/2020
Date

Robert Ballif
Engineering Tech. 1

1/30/2020
Date



VICINITY MAP

N.T.S

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	45.50	36°48'32"	29.23	N71°25'48"W	28.73
C2	43.50	36°48'43"	27.95	N18°34'06"E	27.47
C3	43.50	36°48'43"	27.95	N18°34'06"E	27.47
C4	579.50	3°28'59"	35.23	N54°45'52"W	35.22
C5	19.00	90°00'10"	29.85	N81°58'33"E	26.87
C6	17.00	36°48'43"	10.92	N18°34'06"E	10.74
C7	19.00	89°59'49"	29.84	N44°50'10"W	26.87
C8	19.00	90°00'11"	29.85	S45°09'50"W	26.87
C9	70.00	36°48'43"	44.97	S18°34'06"W	44.20
C10	19.00	89°59'50"	29.84	S08°01'27"E	26.87
C11	17.00	36°48'43"	10.92	N18°34'06"E	10.74
C12	19.00	89°59'49"	29.84	N44°50'10"W	26.87
C13	19.00	90°00'11"	29.85	N45°09'50"E	26.87
C14	19.00	89°59'49"	29.84	S44°50'10"E	26.87
C15	19.00	90°00'11"	29.85	S45°09'50"W	26.87
C16	70.00	31°41'34"	38.72	N21°07'41"E	38.23
C17	19.00	36°48'32"	12.21	N71°25'48"W	12.00
C18	72.00	22°18'08"	28.03	S64°10'36"E	27.85
C19	72.00	14°30'24"	18.23	S82°34'52"E	18.18
C20	70.00	5°07'08"	6.25	N02°43'19"E	6.25
C21	601.00	3°29'56"	36.70	S54°45'28"E	36.69

Line Table		
LINE	DIRECTION	LENGTH
L1	S53°01'32"E	51.44
L2	N00°09'45"E	14.33

SITE TABULATIONS

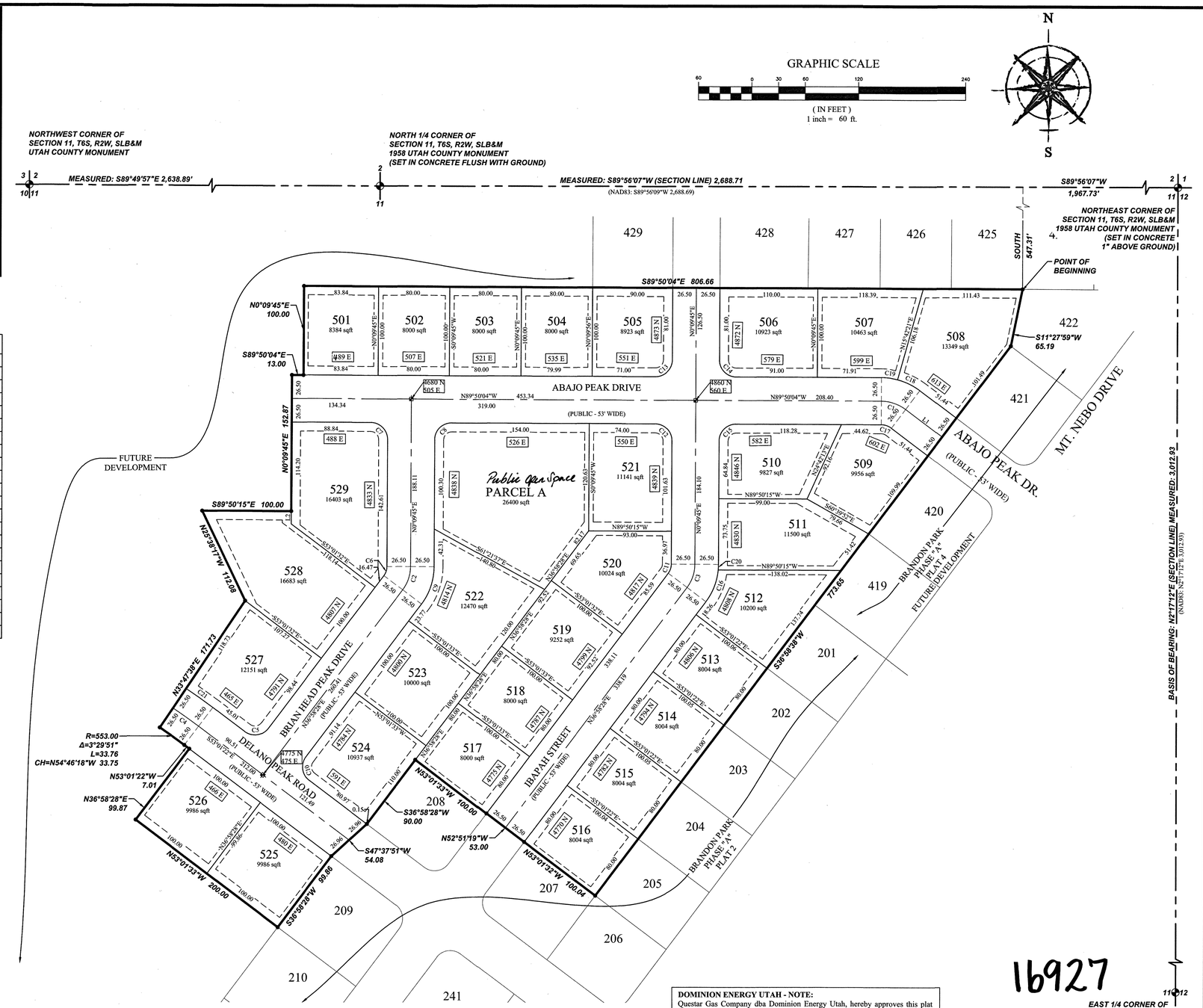
- TOTAL # OF LOTS: 29 LOTS
- TOTAL ACREAGE: 9.86 ACRES
- TOTAL ACREAGE IN LOTS: 6.94AT HE/SHE IS
- TOTAL ROAD ACREAGE (ASPHALT) 1.38 ACRES
- TOTAL OPEN SPACE: 0.61 ACRES
- TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
- TOTAL ACREAGE IN ROW: 2.91 ACRES
- AVERAGE LOT SIZE: 0.24 ACRES OR 10,439 SQFT.
- LARGEST LOT SIZE: 0.38 ACRES OR 16,683 SQFT.
- SMALLEST LOT SIZE: 0.18 ACRES OR 8,000 SQFT.
- OVERALL DENSITY: 2.94 UNITS/ACRE

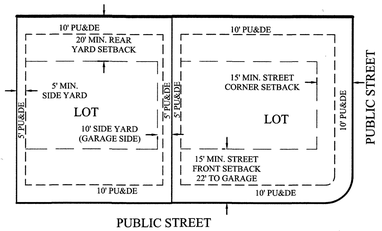
NOTES

1. #5X24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BECK OF CURB AT EXTENSIONS OF SIDE LOT LINES.
2. PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.

LEGEND

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





TYPICAL BUILDING SETBACKS

N.T.S.

DOMINION ENERGY UTAH - NOTE:
Questar Gas Company dba Dominion Energy Utah, hereby approves this plat for the purposes of approximating the location, boundaries, course and dimensions of the rights-of-way and easement grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. The approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information contact Dominion Energy Utah's Right-of-Way Department at 801-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 5 DAY OF November A.D. 2019

By: Beverly Eldridge

Title: Re-Con Specialist

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

DIRECT COMMUNICATIONS 11/7/19 DATE

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

ROCKY MOUNTAIN POWER 11/5/19 DATE

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

10/25/19
Date

BOUNDARY DESCRIPTION

Located in the NE1/4 & NW1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah more particularly described as follows:

Beginning at a point, located S89°56'07"W along the Section line 1,967.73 feet and South 547.31 feet from the Northeast Corner of Section 11, T6S, R2W, SLB&M (Basis of Bearing: N02°17'12"E along the Section line between the East 1/4 Corner and the Northeast Corner of Section 11, T6S, R2W, SLB&M); thence S11°27'59"W 65.19 feet; thence S36°58'38"W 773.65 feet; thence N53°01'32"W 100.04 feet; thence N52°51'19"W 53.00 feet; thence N53°01'33"W 100.00 feet; thence S36°58'28"W 90.00 feet; thence S47°37'51"W 54.08 feet; thence S36°58'28"W 99.86 feet; thence N53°01'33"W 200.00 feet; thence N36°58'28"E 99.87 feet; thence N53°01'22"W 7.01 feet; thence along the arc of a curve to the left with a radius of 553.00 feet a distance of 33.76 feet through a central angle of 03°29'51" Chord: N54°46'18"W 33.75 feet; thence N33°47'38"E 171.73 feet; thence N25°38'17"W 112.08 feet; thence S89°50'15"E 100.00 feet; thence N00°09'45"E 152.87 feet; thence S89°50'04"E 13.00 feet; thence N00°09'45"E 100.00 feet; thence S89°50'04"E 806.66 feet to the point of beginning.

Contains: 9.86 acres+/-

ENT 81161:2020 Map # 16927
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jan 22 2:38 pm FEE 110.00 BY IP
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

Edge Homes Utah, LLC — Steve Maddox Manager 10/29/19
Steve Maddox

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 29 DAY OF October A.D. 20 19 PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah , IN SAID STATE OF UTAH, Steve Maddox , WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 7-10-2021

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 693954

Shelley Mae King
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 17 DAY OF December , 20 19 .

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

BRANDON PARK

PHASE "A" PLAT 5

SUBDIVISION

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

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 10/25/19 STATE OF UTAH	PROFESSIONAL ENGINEER No. 269052 CHRISTOPHER TODD TRUSTY 11-14-19 STATE OF UTAH		CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

Z:_2018\18-434 Brandon Park Phases 3-4\design 18-434\dwg\sheets\C2 - FINAL PLAT PHASE 5.dwg
JOB: 18-434

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**
TITLE:	2019 Eagle Mountain Traffic Signals Change Order #3 - Hunt Electric
ITEM TYPE:	Change Order
FISCAL IMPACT:	$17,629.52
APPLICANT:	Chris Trusty

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Chris Trusty, Public Works

RECOMMENDATION:
Approved CO#3 in the amount of $17,629.52 to Hunt Electric for the 2019 Eagle Mountain Traffic Signal Project.

BACKGROUND:
The original proposal for this project was $532,632.05. Previously change orders have been approved for an expanded scope in the amount of $36,833.24. Final quantities measured in the field at the completion of the project have increased the total cost of this project an additional $17,629.52.

Attachments:

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

February 4, 2020, 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, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Lianne Pengra, Deputy Recorder; Elizabeth Fewkes, Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Aaron Sanborn, Economic Development Director; Evan Berrett, Senior Management Analyst; Jeff Weber, Fleet and Facilities Operations Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Brad Hickman, Parks and Recreation Director; Maria Loza, Utility Billing Supervisor; Robert Ballif, Engineering Assistant; Ross Fowlks, Fire Chief; Eric McDowell, Deputy Sheriff; and Angela Valenzuela, Human Resources Manager.

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

2. AGENDA REVIEW

9. AGREEMENTS

9.A. Rocky Mountain Power Franchise Agreement

City Recorder Fionnuala Kofoed explained the existing agreement between the City Council and Rocky Mountain Power has a five-year franchise agreement that is set to expire on March 4, 2020. Provisions in the agreement allow for renewal. There are no proposed changes in the renewed agreement. The document delineates operation, maintenance, and notification requirements and division of responsibility between the utility and Eagle Mountain, in accordance with City rights-of-way.

Councilmember Clark asked if the terms allow for amendments due to unforeseen circumstances or City growth.

Ms. Kofoed stated the agreement documents current responsibilities but neither facilitates nor impedes future amendments, she suggested maintaining an open line of communication with Rocky Mountain Power.

Mr. Cook stated the City is working with Rocky Mountain Power on revisions to the plat approval process, safety precautions for the energizing of electrical lines, and fail safes to guarantee payment to the utility by developers for infrastructure implementation. Revisions may be necessary to remove unnecessary redundancies already protected by State law.

City Engineer Chris Trusty expressed concerns about the impact of electrical upgrades Well One. Mr. Cook reiterated some of the safety concerns they are working to address.

10. AUDIT

10.A. FY 2019 Audit—Acceptance of the 2019 Fiscal Year Audit—Ron Stewart

Mayor Tom Westmoreland introduced Ron Stewart with Gilbert and Stewart CPAs to present the 2019 audit for Eagle Mountain City.

Mr. Stewart said the purpose of the audit is to ensure the City's financial statements are materially correct, financial controls in place are effective, and that financial procedures comply with State regulations. The audit found the City's financial statements to be materially correct and accurate, and in accordance with generally accepted accounting principles. Mr. Stewart stated the opinion of the firm is considered an unmodified opinion and is the best opinion that can be received.

To obtain that opinion, the firm tested different areas of the City's finances. Confirmations were sent to the City's banking institution to ensure cash balances on City records match those of the bank. Confirmations were also sent to confirm the City's records of property and sales taxes match County and State records. The firm also inspected invoices to ensure proper approvals and codings were in place, and that capital assets were purchased and received.

The CPA firm interviewed staff and walked through a selection of invoices from the point of order to when the information was entered into the financial record. This process ensured internal controls are in place to safeguard the City's assets and checks for material weaknesses and significant deficiencies. The audit did not find either of those errors.

A State compliance review finding showed the General Fund Public Works line item and some special revenue funds exceeded their budgets. The auditors considered the findings immaterial and advised the City to continue to monitor the funds and make budget amendments, as needed.

Assistant City Administrator/Finance Director Paul Jerome clarified the overspending incurred was for streetlights and will be paid by the developer but is still required to be recorded as a City infrastructure expense.

12. CHANGE ORDERS

12.A. Pony Express Widening Project Change Order #4 — Knife River Construction

The change order requests retroactive approval by the Council for a trench repair completed last summer.

Councilmember Gray clarified Mountainland Association of Government funding of the project and asked if safeguards protect against potential change order inflation.

Mr. Trusty explained the process of quantifying volumes and unit prices and that the construction manager on the engineering team researches the comparability of the bid price to similar projects to prevent overpayment.

13. MINUTES

13.A. January 21, 2020 — Regular City Council Meeting

Councilmember Colby Curtis requested the inclusion his of notes on the Ault Farms plan.

Ms. Kofoed verified the amended minutes included a correction to an appointment motion, as well as changes previously emailed to her.

14. PRELIMINARY PLATS & SITE PLANS

14.A. Holiday Oil — Sunset Drive — Preliminary Plat & Site Plan

Councilmember Curtis expressed concern regarding the lack of a secondary access for lot two.

Mr. Mumford explained the Municipal Code does not contain specific requirements for accesses to commercial properties. The matter is left to the discretion of the Fire Marshal. Councilmember Clark expressed concern approving the Holiday Oil site plan without requiring the accesses to the lot to the west would push the decision on the Fire Marshal or future Councils.

Councilmember Gray stated the lack of access could impact traffic flow for residents and other businesses. Councilmember Curtis expressed concern the proposed design could augment access and traffic difficulties for the school located across Sunset Drive and asked if alterations would resolve the issues.

Councilmember Love cited the Planning Commission's recommendation for the site to provide an access easement or connection to the property to the west of the carwash and noted the limitations of the proposed exit due to the need to wind through the gas station parking lot to reach it.

Councilmember Curtis expressed concern with the impact the high amount of traffic passing through the area would have on business access to the rear of the property. Mayor Westmoreland said the layout and placement of the carwash suggests the intent to allow traffic pass through to the north.

Councilmember Clark said the layout would be akin to the Chevron in the Ranches having a business to the west of it and stated such a layout would pose difficulties for traffic flow and accessibility. Councilmembers Curtis and Gray concurred with Councilmember Clark.

Mr. Mumford explained the Utah Department of Transportation (UDOT) generally has requirements for access on to frontage roads that prohibit accesses for individual usage, and generally require a road or combined access for multiple parcels. The City is still waiting for a response from UDOT regarding this project.

Councilmember Gray asked what the speed limit would be for the frontage road once constructed. Staff responded frontage roads have a speed limit range of 35 to 45 miles per hour.

Councilmember Gray questioned staff regarding property lines and the trail next to the plat. Mr. Mumford explained the trail will remain until UDOT builds the freeway, the freeway design has a trail along the frontage road. Discussion ensued about trails and sidewalks size, location, ownership, and maintenance once UDOT builds the frontage road. Councilmember Curtis suggested requesting the applicant move the proposed location of the trail.

Councilmember Clark asked Mr. Mumford about the applicant's response to the Planning Commission's request to add an additional stub to a piece of land near the carwash. Mr. Mumford responded the applicant expressed willingness to make the change but would prefer to put in landscaping for increased aesthetics. Mr. Mumford stated the inclusion of the stub was essential due to the single access to the property.

Councilmember Clark asked if there would be a way to allow the landscaping for now while guaranteeing the access would be put in later. Councilmember Curtis asked which owner would be held financial liable for the future access construction. Mr. Mumford said the best way to ensure future access is to include the stubbing to the property with the approval of this plat and site plan.

Mayor Westmoreland asked Mr. Mumford which route the fueling trucks would use to access the property. Mr. Mumford stated his opinion of a possible route and suggested verifying the truck route with the applicant. Discussion ensued regarding potential fueling routes and resulting traffic impediments.

Councilmember Curtis reiterated concerns regarding access. Councilmember Clark expressed concerns with approving the site plan based on anticipated infrastructure implementations, such as expansion of Wride Memorial Highway, and the potential problems delays or cancelations of projects would cause. Councilmember Clark asked if the Council could require three entrances.

Councilmember Curtis asked about access and parking agreements between the landowners of Holiday Oil and Sunset Storage that may violate Municipal Code allowances. Councilmember Clark said that would best be addressed with the applicant to verify their agreement does not attempt to supersede Code.

Councilmember Love stated they should include an official requirement for the inclusion of an access easement on the north end of the property. Discussion ensued regarding the number and location of access easements the Council should require.

Councilmember Curtis expressed concerns with the location of the fence the applicant has stated Holiday Oil will fund at Blackridge Elementary and if the fence would later be torn out by UDOT. He asked if it should be included as a requirement in the approval of the site plan. Councilmember Clark explained the specifics of the fence would be left to the discretion of the Alpine School District.

Mr. Mumford explained the applicant met with the principal of the Blackridge Elementary and the Utah County Sheriff's Office and his understanding was they would extend the perimeter of an existing fence.

The Council confirmed with applicant John Linton that Holiday Oil is under contract to purchase the land, and that the purchase agreement does not include the western parcel.

Councilmember Curtis asked Mr. Mumford if the Council should require a master site plan for both parcels. Mr. Mumford responded that the Council can require a master site plan for any area five acres or larger that is developed in phases. The entire area including the UDOT portion is 6.4 acres, without the UDOT portion, the remaining area is just over four acres, of which Holiday Oil is purchasing under two acres.

Councilmember Curtis expressed concerns that the lack of a master site plan would limit the Council's ability to mitigate potential issues.

Mr. Linton said that during the Planning Commission meeting, he had agreed to include two easements for future access and hoped that inclusion would help to alleviate the Council's concerns. Councilmember Curtis said he appreciated the inclusion and explained his concerns involve the potential business that may purchase the western parcel and how refueling trucks may impact traffic flow to that business. He asked for the applicant to offer clarification on parking near the north entrance.

Mr. Linton explained their intention is for one of the accesses to be right-in/right-out. They would like to have the option for a full access further away from the intersection of Sunset Drive and Wride Memorial Highway. The met with the owner of Sunset Storage regarding a shared access on the north side of the site plan. They have no intention of turning over a portion of their parking lot for truck parking for Sunset Storage.

Councilmember Curtis verified that there was no quid pro quo requiring truck parking in return for allowing the easement access. Councilmember Love asked if they have an official agreement with Sunset Storage to allow the easement access. The applicant replied that they do not have anything in writing but have not experienced any opposition from the other owner.

Discussion ensued regarding the various access easements desired by the City. The applicant stated his willingness to obtain an official agreement for the access easement with Sunset Storage and expressed Holiday Oil's desire to have optimal traffic flow to the property.

Mayor Westmoreland asked the purpose of the curb landscaping extending so far to the north. The applicant said his understanding is that traffic studies indicated the need to allow sufficient space between the two business accesses and that Mr. Trusty could address the reasons better than he.

Mayor Westmoreland asked Mr. Mumford about the likelihood of another road being constructed to the west in addition to the frontage road. Mr. Mumford explained that homes in the area would prevent the installation of an additional road.

Mr. Mumford stated that the trail to the north continues to the east and provides access to the school. The applicant stated Holiday Oil has been in contact with UDOT to ensure construction does not encroach onto UDOT's right-of-way. Discussed ensued regarding trails in the area before and after UDOT construction.

Mr. Linton stated he met with the Utah County Sheriff's Office and has made himself available to address any additional concerns they may have. He has met twice with the Blackridge Elementary principal to discuss concerns including that children may be tempted to visit the gas station during recess. He expressed to her willingness to assist in financing a perimeter fence; Alpine School District is obtaining bids for the fence. He indicated to the Council the area of the proposed fence installation.

Mayor Westmoreland asked what types of businesses Mr. Linton would anticipates expressing interest in the adjacent lot to the west. Mr. Linton said they have been approached by the adjacent lot's owner about purchasing the western lot. A major difficulty for a business in that location is UDOT's inflexibility with permitting business accesses off of state roads. A lack of access would devalue the western lot; however, the land might be suitable for additional storage units.

Councilmember Curtis asked who determined the size of the parcel they purchased and how it compares to other gas stations. The applicant said they typically purchase approximately two acres as it is sufficient for their purposes. Mr. Mumford stated the Holiday Oil gas station in the Ranches is on a 1.89-acre lot.

Councilmember Clark verified that the total number of moving trucks allowed per Municipal Code remains six, even after the construction of the gas station.

Mr. Mumford stated that Municipal Code does not permit the parking of Sunset Storage trucks on the gas station parking lot, but people returning the trucks may leave them parked at the gas station due to its proximity and parking availability.

14.B. JJ Ranches — Preliminary Plat

Councilmember Curtis expressed concerns about density transfers within the Pole Canyon development.

Mr. Mumford explained the Pole Canyon Master Development Agreement indicates that most of the planning areas allow for a maximum of 20% increase in units or density. Each neighborhood planning area (NPA) delineates acres, density, and number of units.

Councilmember Curtis expressed concern of density transfer from NPA-4 to NPA-3, located south of the White Hills subdivision. Some White Hills residents have expressed concern with the construction of high-density housing near the subdivision.

Mr. Mumford stated approval of this plat would not change anything in the Pole Canyon Master Development Agreement. It would not increase or decrease the amount of allowable density transfer but may increase the likelihood. Councilmember Curtis expressed his belief that the developer will transfer the density, if allowed.

Councilmember Clark asked if the overall density is determined by the number of units or the density percentage. Councilmember Gray asked if density transfer would change the allowable density of 5.5 units per acre to 6 or 7 units per acre. Mr. Mumford said he understood the agreement as allowing the number of units to increase to up to 20% in an area. Councilmember Gray verified the density could be transferred from any lot and not only from adjacent lots.

Mr. Mumford said the only way to prevent potential density transfer from this area, without amending the master development agreement, would be to approve smaller lots in this area instead of the two five-acre lots requested. Discussion ensued to determine the potential maximum number of lots allowed in the area due to density transfer.

Discussion ensued regarding the legal parameters, the duration, and expiration of the Pole Canyon Master Development Agreement. Mr. Mumford said the agreement was made in 2010, which was the year expirations were added into the Municipal Code for subdivision plats, so it is possible this agreement does not have an expiration. Ms. Kofoed explained the agreement had a December 31, 2019 expiration date that automatically renewed. It will continue to automatically renew every ten years until 2039 unless the developer is in default.

Councilmember Love asked if it is possible to reduce the total number of units allowed in that pod, since the owner wants five-acre lots, to prevent density transfer to other pods. Councilmember Clark asked if that could be done without amending the master development agreement. Councilmember Curtis replied that if the request complies with the master development agreement, the Council would be unable to limit the density transfer.

Councilmember Clark asked City Attorney Jeremy Cook for his interpretation. Mr. Cook said he would need to take a closer look at it during the break and advised approving the preliminary plat if it complies with the master development agreement.

Councilmember Love stated that during the Planning Commission meeting, a resident expressed concerns regarding past runoff and flooding issues due to poor drainage in the area. Councilmember Love suggested including a condition in the approval to address drainage issues.

Mr. Trusty said a low spot in that area is identifiable on the contour map and concurred with Councilmember Love's suggestion.

Councilmember Curtis expressed concern regarding allowing master development agreements and that perhaps the City should only approve plats individually. Councilmember Burnham suggested that instead of going away from the agreements entirely, they could be made to be smaller. Councilmember Gray suggested imposing shorter term limits to the agreements due to rapid City growth.

Councilmember Clark suggested removing the item from the consent agenda to allow for more research and discussion.

15. RESOLUTIONS

15.A. RESOLUTION — A Resolution of Eagle Mountain City, Utah, Amending the Policies and Procedures Manual, to Adopt the Fleet Policies and Procedures Manual as an Appendix to the Policies and Procedures Manual.

Fleet and Facilities Operations Director Jeff Weber explained the proposed amendment adopts a Fleet Policies and Procedures Manual as an appendix to the Policies and Procedure Manual. The appendix encompasses all City fleet operations; all references to fleet and vehicle policies have been removed from the Policies and Procedure Manual.

The reason for the proposed changes is to increase clarity and readability. They have reformatted the document, updated job titles and phone numbers, added the new drug testing location, added that all servicing will be performed in house, instructions for maintenance of GPS tracking devices, and added the IRS qualification for take home vehicles.

The City Council discussed leaving section VIII F in the Policies and Procedure Manual.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 5:47 p.m.

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

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

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Lianne Pengra, Deputy Recorder; Elizabeth Fewkes, Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Aaron Sanborn, Economic Development Director; Evan Berrett, Senior Management Analyst; Jeff Weber, Fleet and Facilities Operations Director; Ross Fowlks, Fire Chief; and Eric McDowell, Deputy Sheriff.

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:07 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Gray led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Be Ready Eagle Mountain City: A free class on Neighborhood Watch and safeguarding your home will be held on Thursday, February 13 at City Hall at 7:00 p.m.

- Seniors Exercise Class: Starting tomorrow, February 5, a free Stepping On exercise class will be held at the Senior Center each Wednesday from 1:30 p.m. to 3 p.m. for seven weeks.

- Living Well with Chronic Conditions: Each Tuesday from February 11 to March 17, the Utah County Health Department will conduct a workshop for Living Well with Chronic Conditions at the Senior Center. Pre-registration is required at www.livingwell.utah.gov.

- City Offices & Library Closures: The City offices and Library will be closed on Monday, February 17 for the President's Day holiday. The Library will close early, at 5:30 p.m. on February 14.

For details about these and other upcoming events, please visit the City website at emcity.org/events. To receive City notifications, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:10 p.m. As there were no comments, he closed public comment.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gray
Councilmember Gray thanked everyone attending in person and via the livestream and said he was excited to get started.

Councilmember Clark
Councilmember Clark expressed appreciation to those in attendance. She commended the staff for an excellent job with snow removal, as well as all of the preparation for the budget conference, the quality of the conference content, and staff efforts.

Councilmember Love

Councilmember Love also thanked staff for the well-done and informative budget conference and found it helpful in understanding the functions of various City departments.

Councilmember Burnham
Councilmember Burnham echoed Councilmembers Clark and Love appreciation for the budget conference.

Councilmember Curtis
Councilmember Curtis suggested moving recognitions and appointments before other administrative items to allow those individuals to leave when finished, in consideration of their schedules.

Mayor Westmoreland
Mayor Westmoreland also welcomed attendees and rated the budget conference's quality, applicability, and usability of context as excellent and expressed his appreciation of staff efforts.

CONSENT AGENDA

9. AGREEMENTS

    9.A. Rocky Mountain Power Franchise Agreement

10. AUDIT

    10.A. FY 2019 Audit — Acceptance of the 2019 Fiscal Year Audit — Ron Stewart

11. BOND RELEASES

    11.A. Evans Ranch Plat K-4 — Out of Warranty

    11.B. Spring Run Phase D, Plat 2 — Into Warranty

12. CHANGE ORDERS

    12.A. Pony Express Widening Project Change Order #4 — Knife River Construction

13. MINUTES

    13.A. January 21, 2020 — Regular City Council Meeting

14. PRELIMINARY PLATS & SITE PLANS

    14.A. Holiday Oil — Sunset Drive — Preliminary Plat & Site Plan

    14.B. JJ Ranches — Preliminary Plat

15. RESOLUTIONS

15.A. RESOLUTION — A Resolution of Eagle Mountain City, Utah, Amending the Policies and Procedures Manual, to Adopt the Fleet Policies and Procedures Manual as an Appendix to the Policies and Procedures Manual.

MOTION: ***Councilmember Burnham moved to approve the consent agenda with items 13.A. and 15.A. as amended, and removing item 15.A. and placing it as a scheduled item. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.***

SCHEDULED ITEMS

14. PRELIMINARY PLATS & SITE PLANS

14.A. Holiday Oil Sunset Drive — Preliminary Plat & Site Plan

Councilmember Curtis verified the issues with the trails and UDOT's right-of-way, that were addressed during the work session, had been solved. Mayor Westmoreland said he assumes it will be similar to the sidewalk/trail along Mountain View Corridor, as opposed to a standard City sidewalk width. Councilmember Curtis and Love verified the existing south and west trails will remain until UDOT begins infrastructure expansion to the area.

Councilmember Curtis stated that the lot [to the west] is unlikely to develop if they approve the plat as designed, and he asked the Council if they agree with approving the plan even if it means the western lot will remain vacant.

Councilmember Love asked if they should require a stub south of the carwash or allow for an easement.

Councilmember Curtis expressed that he does not think a stub helps more than an easement would. Councilmember Gray disagreed and felt that a stub would have additional benefits such as allowing firetruck access. Councilmember Love suggested they require an easement for now and a stub when the lots to the west of the property are developed.

Councilmember Curtis asked if it is within the Council's power to require the developer to build a fence on the school's property.

Applicant John Linton with Holiday Oil said the only reason a fence would not be built is if the school district decides they do not want one; he is happy to go on record committing to assist in financing the fence.

Councilmember Gray asked if the fence was required to obtain an off-premise beer license. The applicant clarified that the requirements for the license dictate the distance between the doors of the school and the doors of the gas station; the site does not require a fence.

Councilmembers Curtis and Burnham discussed how the Council would or could include a condition to ensure Holiday Oil follows through with their agreement with the school district. Councilmember Curtis said it falls on the school district to follow through if there are issues with the fence construction. Councilmember Clark stated in the past, some developers have made verbal commitments to the Council but did not follow through. The Council was unable to enforce the verbal agreements as they were not included as conditions of the approval, granted by the Council.

Mr. Cook said because the applicant is agreeing to the construction of the fence, the Council can include it as a condition of approval or for another step in the process such as when obtaining a building permit. Councilmember Burnham asked what would happen if the school district decides they do not want a fence. Mr. Cook said the applicant could show proof that the school district does not want a fence and the City would remove the requirement.

Discussion ensued between the Council, applicant, and staff over the potential wording of the requirements in the motion.

Mr. Cook asked the Council to address the concern of moving trucks, that currently park along the future access to the gas station, relocating to the gas station's parking lot. Municipal Code does not allow for the gas station parking lot to be used as overflow parking. Councilmember Gray asked if a parking agreement was part of obtaining permission for the north access. The applicant said it was not.

Discussion ensued regarding the property line, landscaping, the availability of truck parking, and concerns over current and future Municipal Code adherence by Sunset Storage.

Councilmember Clark asked Mr. Mumford for clarification on the landscape design and placement. Mr. Mumford said he was unsure but believes the landscaping was included with the original Sunset Storage site plan but was never completed. Councilmembers Curtis and Clark expressed the desire to require landscaping in the area and to strictly enforce Municipal Code.

Councilmember Gray asked if it should be included in the motion that Sunset Storage is responsible for that portion of the landscaping. Discussion ensued regarding Holiday Oil installing landscaping on Sunset Storage's property. Mr. Linton said they want to be a good neighbor and would be willing to install the landscaping with Sunset Storage's permission.

Councilmember Gray asked if the applicant has fulfilled the Planning Commission's condition to meet with the Utah County Sheriff's Office (UCSO).

Councilmember Curtis asked Mr. Mumford if requiring an applicant to meet with the UCSO is permittable under Municipal Code. Mr. Mumford replied that it was required due to traffic and safety of school children concerns that arose during the conditional use permit review.

Deputy Sheriff Eric McDowell responded the school had reached out to his office and he passed on the concern to Mr. Mumford. They discussed the issue and he trusts the engineering and traffic studies will resolve any issues; he does not have any concerns.

The Council reviewed the potential concerns and recommendations to be included in the conditions of approval.

Councilmember Clark stated that the Planning Commission wanted to verify the applicant would comply with the dark sky ordinance due to compliance issues with a previous Holiday Oil gas station.

Mr. Linton stated the previous gas station was constructed as the dark sky ordinance was being implemented. The plans they submitted were approved, so they thought they were in compliance. He agreed to ensure they install dark-sky lights with the development of the property.

MOTION: ***Councilmember Gray moved to approve the Holiday Oil Sunset Drive preliminary plat and site plan with the following conditions:***

1. ***The applicant shall participate with Blackridge Elementary in facilitating the installation of a fence to alleviate the principal's concerns;***
2. ***The site plan shall comply with the dark sky outdoor lighting ordinance (17.56 EMMC);***
3. ***The site plan shall include access easements on the north and south ends of the western property line, and on the east side of the northern property line, and the applicant shall build an access on the north end of the western property line to lot two; and***
4. ***No landscaping shall be required of the adjacent property owner.***

Councilmember Burnham seconded the motion; Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.

14.B. JJ Ranches — Preliminary Plat

Mayor Westmoreland stated that during work session, the Council expressed concerns over ramifications of density transfer, should this preliminary plat be approved.

Mr. Mumford cited the requirement in the Pole Canyon Master Development Agreement for the approval of a separate master development plan for each neighborhood planning area when ready to develop. The overall density requirement stated in the Pole Canyon Master Development Agreement. Councilmember Burnham verified the Council's inability to retroactively change the density allowance. Mr. Mumford explained the future plats would need to comply with the Municipal Code in effect on the date the application is filed for development approval.

Councilmember Clark said she is in favor of approving the five-acre lots but is concerned about the impact it could have on the development of the entirety of the Pole Canyon subdivision. Discussion ensued regarding potential ramifications of density transfers and if there was a way to prevent any one area being developed with too high of density.

Mr. Cook asked Mr. Mumford if the applicant owns all of the property within NPA-4 or if they would need to get another entity to agree to stipulation that prevents density transfer from NPA-4.

He expressed the desire to approach this properly if it is the Council's prerogative to only approve the preliminary plat with the condition of reducing the ability to transfer density from this area. Discussion resumed over density numbers and how they might be transferred, as well as and the potential ways to reduce the over density potential.

Councilmember Clark asked if the motion could be approved with the condition of an approved amendment to the Pole Canyon Master Development Agreement. Mr. Cook said that would inform the applicant that the preliminary plat would be approved, but the City would not record the plat until the master development agreement alteration was approved.

Mayor Westmoreland called the applicant forward and asked his opinion on the contingency as discussed per an amendment to the master development agreement.

Applicant James Earl Smith said he could not speak to how the developers of the Pole Canyon project would feel about the contingency and felt the developer was gracious to allow them to build houses on their family farm.

The Council explained to applicant their concern about density transfer resulting from construction two homes on thirteen acres of property. Mr. Smith said he is unable to speak to how the developers would feel about adding density transfer restriction to this preliminary plat approval.

Mayor Westmoreland asked Mr. Smith if the density transfer restriction would cause him any harm. The applicant said his only concern would be a long delay in construction while waiting for the negotiation and approval of amendments to master development agreement. Mayor Westmoreland expressed that they do not want to cause him delays, but the City also feels responsible to ensure there are no unintended consequences to approving the preliminary plat. Mr. Smith said he understood and hoped that allowing a few larger lots would benefit the community.

Councilmember Burnham verified his land was adjacent to White Hills Country Estates, which has five-acre lots, and expressed her view that his construction would be harmonious with the other area. Councilmember Curtis said the Municipal Code would require lot size transitioning between the preliminary plat under discussion and future development in Pole Canyon.

Councilmember Curtis expressed concerns with how this decision will impact long-term development of the area decades from now. Councilmember Love asked for clarification from Mr. Mumford on the lot size transitioning requirements. Mr. Mumford responded this development has to comply with current Municipal Code standards requiring a transition of five-acre-lots to two-acre-lots to one-acre-lots to half-acre-lots.

Mr. Cook explained that some of the NPAs within this master development agreement have specific transitioning and others fall under the current Code, unless that transitioning prevents the developer from obtaining the overall approved density.

Councilmember Clark asked if the location of the Boy Scout campground is within the Pole Canyon area, and if the unused housing density from the campground would be transferred to the other areas the development.

Mr. Pili responded the Boy Scout park fulfilled a twenty-acre regional park requirement. Mr. Pili and Mr. Cook indicated that they would need to further research the density transfer requirements before providing an answer regarding unused density in the park.

Mr. Cook said that the master development agreement allows such a high amount of density that the agreement, as it stands, would allow the developer to put in as much high-density housing as they desire would likely request.

Councilmember Gray clarified that the regional park in NPA-17 was no longer required due to the installation of the Boy Scout campground. Mr. Cook confirmed the park is not required within NPA-17 due to the donation of one hundred acres for the Boy Scout park.

Councilmember Curtis asked if housing density had been assigned to NPA-17. Discussion ensued regarding the density. If no density was assigned to NPA-17, an amendment to the master development agreement would be needed to transfer density to that area.

Mr. Pili suggested time for staff to compile the requested information and stated the Council could make approval conditioned upon staff findings. Councilmember Gray asked what would happen if the developer rejects the conditions. Mayor Westmoreland stated the difficulty in approving the request while considering multiple scenarios. Councilmember Curtis said that staff research could find the approval or denial of this plat may not have any impact on transferable density.

Councilmember Love requested that the motion include a condition that they address potential flooding and runoff issues. Councilmember Clark stated that runoff issues may fall under the purview of other landowners.

Mayor Westmoreland asked Mr. Smith about flooding on his property. Mr. Smith said he has never had crops wash away in that area but agrees homes should be elevated sufficiently to decrease the chance of flooding. It was suggested the issue could be addressed with the building permit.

Councilmember Curtis asked Mr. Mumford the stage when flooding issues would be addressed. Mr. Mumford said they generally look at the construction drawings that come with the plat.

MOTION: ***Councilmember Gray moved to approve the JJ Ranches preliminary plat with the condition that the applicant shall work with staff to amend the Pole Canyon Master Development Agreement. Motion not seconded; motion failed.***

Councilmember Curtis moved to table the JJ Ranches preliminary plat pending an amendment to the Pole Canyon Master Development Agreement. Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.

16. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Burnham
See Board Liaison Report.

Councilmember Clark
See Board Liaison Report.

Councilmember Curtis
None.

Councilmember Love
None.

Councilmember Gray
See Board Liaison Report.

Mayor Westmoreland
Mayor Westmoreland expressed excitement for all the great things to come this year and thanked the staff and Council for all of their efforts.

17. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Clark
Councilmember Clark stated members of the Military and Veterans Advisory Board did not attend the past City Council Meeting due to confusion as to where and when they would be sworn in and whom was appointing them. Be Ready Eagle Mountain held a Ham radio examine class on February 4, 2020. They plan to offer at least one class per quarter to provide training and licensing. She mentioned the great things being done by Neighborhood Watch. The City offers both training and networking to help citizens prepare for disasters and emergencies. Every second Thursday, residents can attend various preparation classes. There is an upcoming meeting for the Pony Express Events, and she is excited to work with them. The Cemetery Board is planning to offer half-burial plots for children and are considering extending resident rates to certain city employees.

Councilmember Burnham
Councilmember Burnham met with the Military and Veterans Advisory Board. Email notifications send to veterans boosted attendance numbers. She agreed the misunderstanding with appointments was due to confusion over the Council making the assignments not the Board. Improvement in communication should prevent future issues.

Councilmember Gray
Councilmember Gray met with the Senior Council Advisory Council and he encouraged senior citizens to participate in the activities they offer such as Step-On and arts and crafts. Councilmember Gray expressed appreciation to staff for the additions of bathrooms at the Pony Express Memorial Park.

18. COMMUNICATION ITEMS

18.A. Upcoming Agenda Items

19. ADJOURNMENT

MOTION: ***Councilmember Curtis moved to adjourn the meeting at 8:25 p.m. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.***

The meeting was adjourned at 8:25 p.m.

Approved by the City Council on February 18, 2020.

_____

Fionnuala B. Kofoed, MMC
City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**
TITLE:	SilverLake South 21 & 24 - Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	N/A
APPLICANT:	Bronson Tatton/Flagship Homes

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
Neighborhood Residential One and Two	Neighborhood Residential One and Two		SilverLake

PUBLIC HEARING:
No

REQUIRED FINDINGS:
EMMC 17.100.020 Purpose
The site plan procedure establishes a process to evaluate proposed projects, ensuring that development will occur in a safe, functional manner and will not create nuisances for adjacent landowners.

PLANNING COMMISSION ACTION / RECOMMENDATION

RECOMMENDATION:
The City Council may approve, approve with conditions, table for more information, or denial based upon findings of facts. If the City Council chooses to approve this application, we recommend the following motion:
I move that the Eagle Mountain City Council approve the SilverLake South Plats 21 & 24 Site Plan with the following conditions:
1) Applicant shall pay a landscape cash escrow to the City of $2,810.40 per lot/unit at plat recording;
2) Fencing along Golden Eagle Road shall match the collector road fencing approved for the Silverlake South area;
3) Any conditions the City Council deems appropriate based on findings of facts.

If the City Council feels that there are sufficient findings of facts to deny the proposed site plan, then the following motion is appropriate: I move that the City Council deny the SilverLake South Plats 21 & 24 site plan based on the following findings of facts...

BACKGROUND:
The SilverLake South preliminary plat was recommended for approval by the Planning Commission on September 24, 2019 and then approved by the City Council on October 1, 2019. Plats 21 and 24 are a part of the SilverLake South preliminary plat. This application is for site plans for both plats. Plat 21 consists of 27 single-family lots and 32 town home units for a total of 59 lots/units. Plat 24 consists of 39 single-family lots and 33 town home units for a total of 72 total lots/units.

Setbacks: The SilverLake Master Development Agreement (MDA) establishes the required setbacks for the patio/garden court/cluster (PGC) homes. The setback diagram is attached below.

The Planning Commission recommended approval to the City Council of the SilverLake South 21 & 24 Site Plan with the following conditions:

1. Applicant shall pay a landscape cash escrow to the City of $2,810.40 per lot/unit at plat recording;
2. The fencing along Golden Eagle Road shall match the collector road fencing approved for the SilverLake South area;
3. The rear elevation shall be changed to include more architectural articulation, and the material and color shall be changed to be more in line with the current multifamily design standards;
4. The fire pit shall be moved away from any structures; and
5. An ADA-compliant parking stall shall be included;

PREPARED BY:
Michael Hadley, Planning

Fencing: (MDA) Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, approved durable vinyl or masonry. This fencing is required along with the timing of open space improvements. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.

Open Space/Landscaping: A cash escrow of $2,810.40 per lot/unit will be charged at the time of plat recording. The overall general landscape plan for SilverLake South has been approved with the preliminary plat, but a detailed landscape plan and amenity points calculation will be required to be submitted for review by the staff with each final plat. The open space in these two plats will be maintained by the HOA.

Architectural Design: (MDA) The exteriors of each of the new PGC homes shall contain masonry materials, including stone, brick, fiber cement siding such as hardy board or similar product. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new PGC residential dwelling. The exteriors of each of the new multifamily residential (MFR) dwellings (i.e., town homes) shall contain masonry materials, including stone, brick, and fiber cement siding, hardy board. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new MFR dwelling. Elevations are attached.

Parking: EMMC 17.55.120(C) The proposed site plan includes two-car garages for all lots/units. City code requires 2 parking stalls per dwelling unit enclosed in garages. Townhouses require 2 stalls per dwelling unit (1 space to be within a fully enclosed garage) plus 1 guest parking space per 3 dwelling units. Plat 21 is required 11 guest stalls and Plat 24 is required 11 guest stalls for a total of 22 guest stalls. There are a total of 24 guest stalls in this proposal. There should be be a least one ADA stall based on the total number of guest stalls.

Attachments:
SilverLake Plats 21 & 24
SilverLake 21 & 24 Multifamily Unit Elevations
SilverLake 21 & 24 Single-family Unit Elevations

SilverLake 21 & 24 Landscape Plan
SilverLake South Preliminary Plat - Approved 10.01.2019
City Council Minutes - SilverLake South Preliminary Plat

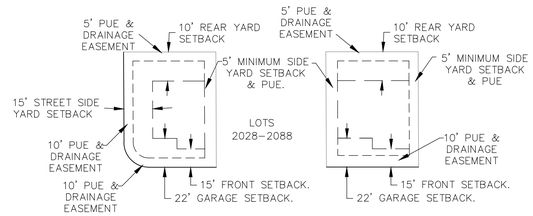
SILVERLAKE PLAT "21"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

0 60 120 180

SCALE: 1" = 60'

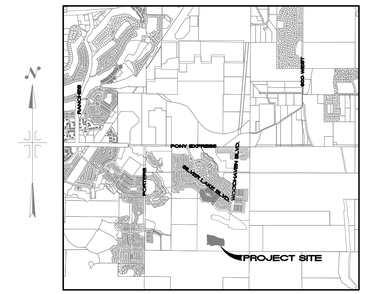
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C2	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C3	42.56	273.50	8°55'01"	42.52	N04°16'11"W
C4	48.84	326.50	8°34'16"	48.80	S04°26'33"E
C5	23.48	15.00	89°40'05"	21.15	N44°59'27"W
C6	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C7	23.44	15.00	89°32'20"	21.13	S44°34'50"E
C8	66.49	835.00	4°33'45"	66.48	S87°04'07"E
C9	309.82	786.50	22°34'11"	307.82	S73°11'31"E
C10	413.98	813.50	29°09'26"	409.53	S76°29'08"E
C11	32.99	842.00	2°14'43"	32.99	N87°48'47"E



TYPICAL CORNER LOT TYPICAL INTERIOR LOT

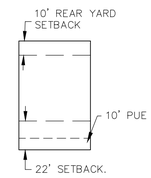
SETBACK AND EASEMENT DETAIL

-NTS-



VICINITY MAP

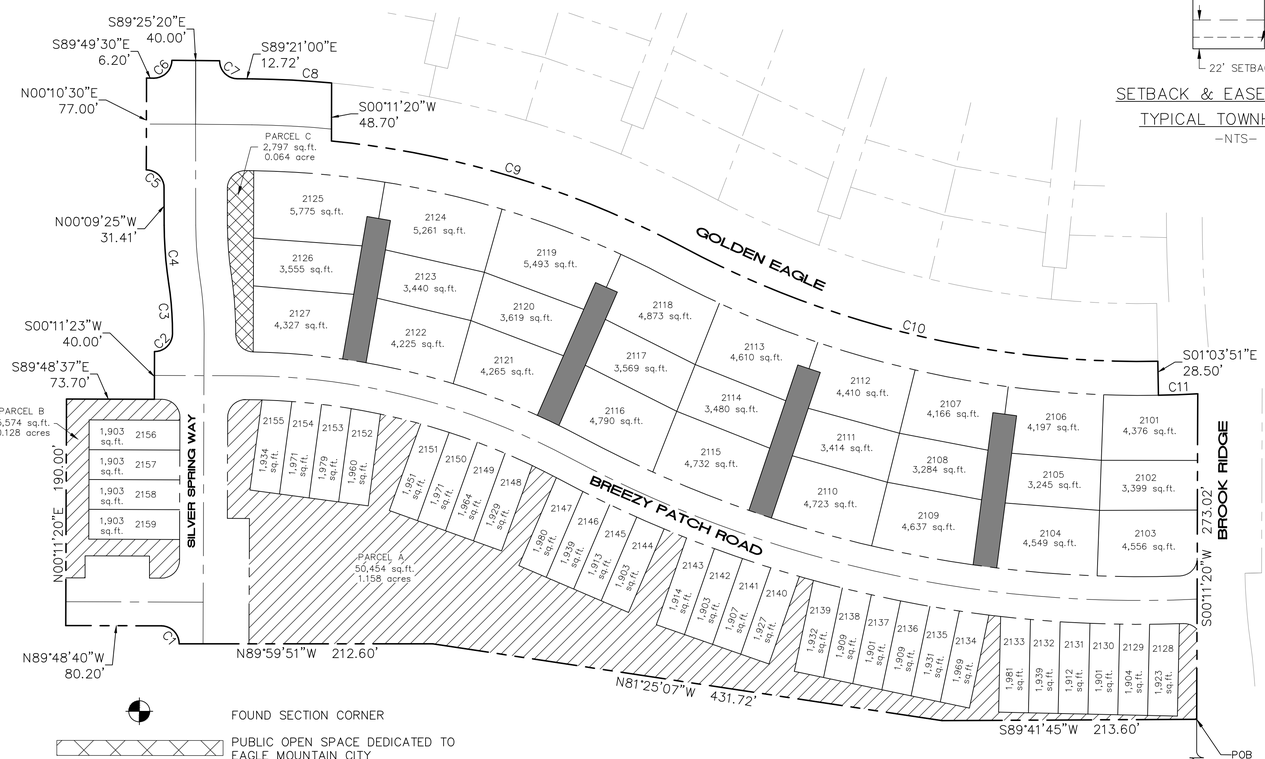
NTS



SETBACK & EASEMENT DETAIL

TYPICAL TOWNHOME LOT

-NTS-



FOUND SECTION CORNER

PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

ROAD CENTER LINE

EASEMENT LINE

FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

NORTH 277.08'

N 89°20'14" W 2652.73'

1266.31'

FOUND UTAH COUNTY BRASS CAP 1971 SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3- PRIVACY FENCING FACING SILVERLAKE PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG SILVERLAKE PARKWAY.
4-THE LANDSCAPING ALONG SILVERLAKE PARKWAY TO BE MAINTAINED BY SILVERLAKE HOA.
5-COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE AND SILVERLAKE PARKWAY PER AGREEMENT.

DOMINION GAS COMPANY APPROVAL

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

Approved this _____ day of _____ 20 _____ Dominion Gas Company

By: _____ Title: _____

ROCKY MOUNTAIN POWER APPROVAL

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

ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

DIRECT COMMUNICATIONS DATE

LAND USE	
ACREAGE:	7.772 acres
ACREAGE IN LOTS:	4.057 acres
ACREAGE IN ROADS:	2.634 acres
SINGLE FAMILY LOTS:	27 LOTS
AVE. SINGLE FAMILY LOT:	4,258
TOWNHOME UNITS:	32 LOTS
TOTAL LOTS:	59 LOTS
LARGEST SINGLE FAMILY LOT:	5,775 SF
SMALLEST SINGLE FAMILY LOT:	3,245 SF
UNIT DENSITY:	7.59 LOTS PER ACRE

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "21" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 1266.31 feet along the section line and North 277.08 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°41'45" West 213.60 feet; thence North 81°25'07" West 431.72 feet; thence North 89°59'51" West 212.60 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" West 21.21 feet; thence North 89°48'40" West 80.20 feet; thence North 00°11'20" East 190.00 feet; thence South 89°48'37" East 73.70 feet; thence North 00°11'23" East 40.00 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 45°11'20" East 21.21 feet; thence Northerly 42.56 feet along the arc of a 273.50 foot radius curve to the left, through a central angle of 08°55'01" the chord of which bears North 04°16'11" West 42.52 feet; thence Northerly 48.84 feet along the arc of a 326.50 foot radius curve to the right, through a central angle of 08°34'16" the chord of which bears North 04°26'33" West 48.80 feet; thence North 00°09'25" West 31.41 feet; thence Northwesterly 23.48 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°40'05" the chord of which bears North 44°59'27" West 21.15 feet; thence North 00°10'30" East 77.00 feet; thence South 89°49'30" East 6.20 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°59'10" the chord of which bears North 45°10'55" East 21.21 feet; thence South 89°25'20" East 40.00 feet; thence Southwesterly 23.44 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°32'20" the chord of which bears South 44°34'50" East 21.13 feet; thence South 89°21'00" East 12.72 feet; thence Southeasterly 66.49 feet along the arc of a 835 foot radius curve to the right, through a central angle of 04°33'45" the chord of which bears South 87°04'07" East 66.48 feet; thence South 00°11'20" West 48.70 feet; thence Southeasterly 309.82 feet along the arc of a 786.50 foot radius curve to the right, through a central angle of 22°34'11" the chord of which bears South 73°11'31" East 307.82 feet; thence Southeasterly 413.98 feet along the arc of a 813.50 foot radius curve to the left, through a central angle of 29°09'26" the chord of which bears South 76°29'08" East 409.53 feet; thence South 01°03'51" East 28.50 feet; thence Easterly 32.99 feet along the arc of a 842 foot radius curve to the left, through a central angle of 02°14'43" the chord of which bears North 87°48'47" East 32.99 feet; thence South 00°11'20" West 273.02 feet to the point of beginning.

Parcel contains: 7.772 acres

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

DATE SURVEYOR (See Seal Below)

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S)

ACKNOWLEDGEMENT

STATE OF UTAH)
: S.S.
COUNTY OF UTAH)

On the _____ day of_____, 20___, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____ NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (See Seal Below) ATTEST BY CITY RECORDER (See Seal Below)

PLAT "21"
SHEET 1 OF 2

SILVERLAKE

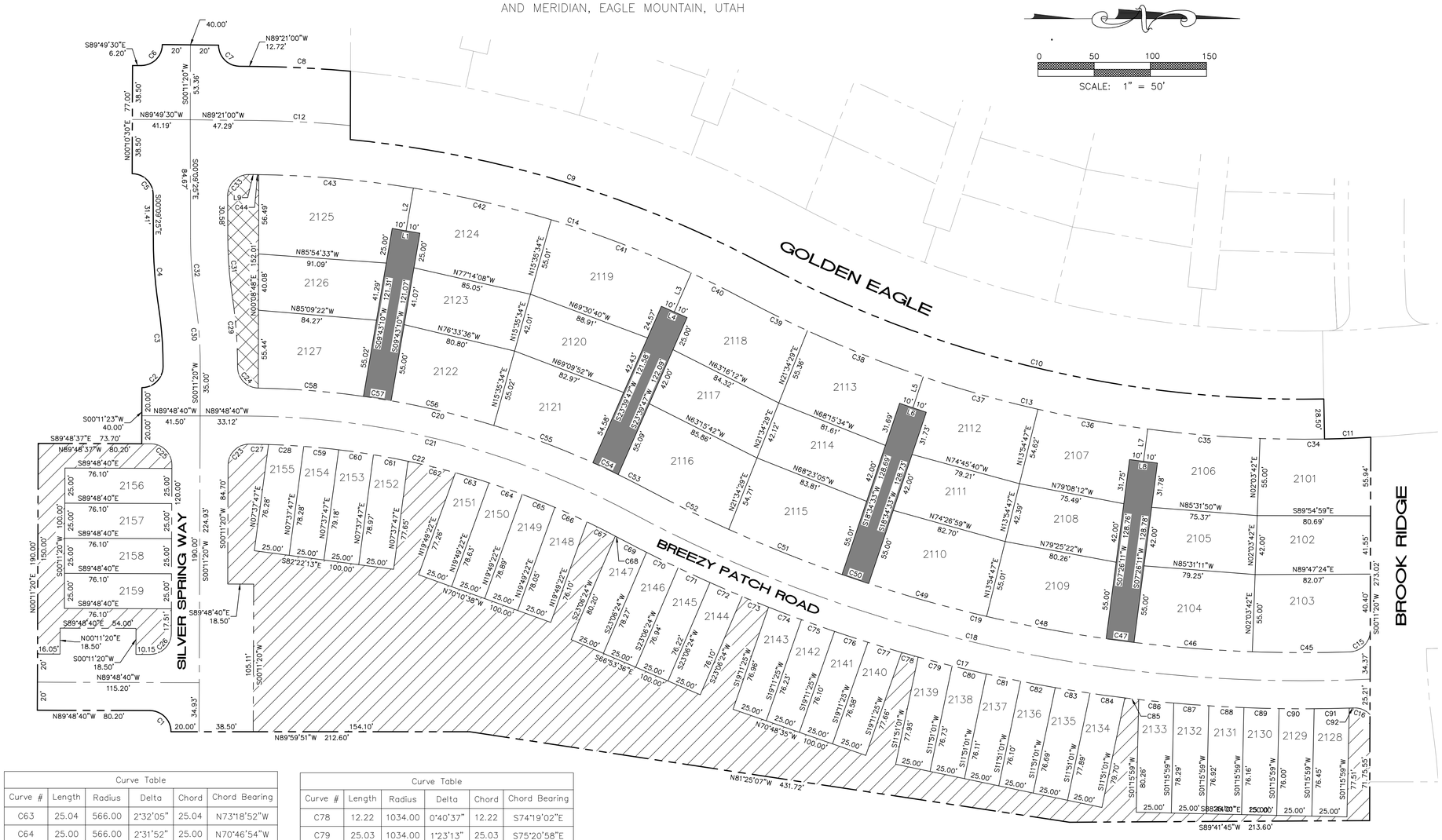
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

SILVERLAKE PLAT "21"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C2	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C3	42.56	273.50	8°55'01"	42.52	N04°16'11"W
C4	48.84	326.50	8°34'16"	48.80	S04°26'33"E
C5	23.48	15.00	89°40'05"	21.15	N44°59'27"W
C6	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C7	23.44	15.00	89°32'20"	21.13	S44°34'50"E
C8	66.49	835.00	4°33'45"	66.48	S87°04'07"E
C9	309.82	786.50	22°34'11"	307.82	S73°11'31"E
C10	413.98	813.50	29°09'26"	409.53	S76°29'08"E
C11	32.99	842.00	2°14'43"	32.99	N87°48'47"E
C12	66.81	796.50	4°48'22"	66.79	N86°56'49"W
C13	428.49	842.00	29°09'26"	423.88	S76°29'08"E
C14	363.06	758.00	27°26'35"	359.60	N75°37'42"W
C15	23.00	15.00	87°52'14"	20.82	N44°07'27"E
C16	12.77	15.00	48°46'06"	12.39	N67°38'20"W
C17	543.50	1034.00	30°06'58"	537.26	S76°57'54"E
C18	545.24	1014.00	30°48'31"	538.69	S77°18'41"E
C19	521.04	994.00	30°02'01"	515.10	S76°55'26"E
C20	286.96	606.00	27°07'52"	284.29	N75°28'21"W
C21	285.39	586.00	27°54'15"	282.58	N75°51'33"W
C22	273.72	566.00	27°42'32"	271.07	N75°45'41"W
C23	23.61	15.00	90°11'42"	21.25	S45°17'11"W
C24	23.36	15.00	89°14'12"	21.07	S44°25'12"E
C25	23.56	15.00	89°59'57"	21.21	N44°48'39"W
C26	23.56	15.00	90°00'00"	21.21	N45°11'20"E
C27	13.71	566.00	1°23'16"	13.71	N88°55'20"W
C28	25.08	566.00	2°32'21"	25.08	N86°57'32"W
C29	50.87	326.50	8°55'35"	50.82	N04°15'54"W
C30	46.69	300.00	8°55'01"	46.64	N04°16'11"W
C31	40.91	273.50	8°34'16"	40.88	S04°26'33"E
C32	44.88	300.00	8°34'16"	44.84	S04°26'33"E
C33	23.77	15.00	90°48'25"	21.36	S45°14'48"W
C34	78.93	842.00	5°22'16"	78.90	N89°22'34"E
C35	80.24	842.00	5°27'36"	80.21	S85°12'30"E
C36	79.40	842.00	5°24'10"	79.37	S79°46'37"E
C37	84.83	842.00	5°46'21"	84.80	S74°11'21"E
C38	88.85	842.00	6°02'45"	88.81	S68°16'48"E
C39	49.23	842.00	3°21'00"	49.22	S63°34'55"E
C40	43.08	758.00	3°15'22"	43.07	N63°32'06"W
C41	106.71	758.00	8°03'57"	106.62	N69°11'46"W
C42	100.80	758.00	7°37'09"	100.72	N77°02'19"W
C43	110.52	758.00	8°21'13"	110.42	N85°01'30"W
C44	1.96	758.00	0°08'54"	1.96	N89°16'33"W
C45	69.44	994.00	4°00'09"	69.42	S89°56'22"E
C46	84.49	994.00	4°52'13"	84.47	S85°30'11"E
C47	20.00	994.00	1°09'10"	20.00	S82°29'30"E
C48	86.58	994.00	4°59'27"	86.56	S79°25'11"E
C49	87.20	994.00	5°01'35"	87.17	S74°24'40"E
C50	20.00	994.00	1°09'10"	20.00	S71°19'18"E
C51	86.80	994.00	5°00'12"	86.77	S68°14'37"E
C52	66.53	994.00	3°50'06"	66.52	S63°49'28"E
C53	21.31	606.00	2°00'55"	21.31	N62°54'52"W
C54	20.01	606.00	1°53'30"	20.01	N64°52'05"W
C55	75.30	606.00	7°07'10"	75.25	N69°22'25"W
C56	75.21	606.00	7°06'40"	75.16	N76°29'20"W
C57	20.00	606.00	1°53'28"	20.00	N80°59'24"W
C58	75.12	606.00	7°06'09"	75.07	N85°29'13"W
C59	25.02	566.00	2°31'57"	25.02	N84°25'23"W
C60	25.00	566.00	2°31'52"	25.00	N81°53'28"W
C61	25.04	566.00	2°32'04"	25.03	N79°21'30"W
C62	34.67	566.00	3°30'34"	34.66	N76°20'12"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C63	25.04	566.00	2°32'05"	25.04	N73°18'52"W
C64	25.00	566.00	2°31'52"	25.00	N70°46'54"W
C65	25.02	566.00	2°31'57"	25.01	N68°15'00"W
C66	25.08	566.00	2°32'19"	25.08	N65°42'52"W
C67	22.52	566.00	2°16'48"	22.52	N63°18'18"W
C68	2.55	566.00	0°15'29"	2.55	N62°02'10"W
C69	22.53	1034.00	1°14'54"	22.53	S62°31'52"E
C70	25.04	1034.00	1°23'14"	25.04	S63°50'56"E
C71	25.01	1034.00	1°23'09"	25.01	S65°14'08"E
C72	25.00	1034.00	1°23'07"	25.00	S66°37'16"E
C73	20.24	1034.00	1°07'18"	20.24	S67°52'28"E
C74	25.01	1034.00	1°23'09"	25.01	S69°07'42"E
C75	25.00	1034.00	1°23'07"	25.00	S70°30'50"E
C76	25.01	1034.00	1°23'08"	25.00	S71°53'58"E
C77	25.02	1034.00	1°23'12"	25.02	S73°17'08"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C78	12.22	1034.00	0°40'37"	12.22	S74°19'02"E
C79	25.03	1034.00	1°23'13"	25.03	S75°20'58"E
C80	25.01	1034.00	1°23'09"	25.01	S76°44'09"E
C81	25.00	1034.00	1°23'07"	25.00	S78°07'16"E
C82	25.01	1034.00	1°23'09"	25.01	S79°30'24"E
C83	25.03	1034.00	1°23'13"	25.03	S80°53'35"E
C84	25.07	1034.00	1°23'20"	25.07	S82°16'52"E
C85	9.88	1034.00	0°32'51"	9.88	S83°14'57"E
C86	25.08	1034.00	1°23'23"	25.08	S84°13'05"E
C87	25.04	1034.00	1°23'15"	25.04	S85°36'23"E
C88	25.01	1034.00	1°23'09"	25.01	S86°59'35"E
C89	25.00	1034.00	1°23'07"	25.00	S88°22'44"E
C90	25.00	1034.00	1°23'08"	25.00	S89°45'51"E
C91	25.02	1034.00	1°23'12"	25.02	N88°50'59"E
C92	3.24	1034.00	0°10'46"	3.24	N88°04'00"E

Line Table		
Line #	Length	Direction
L1	20.00	S80°16'50"E
L2	30.90	N09°42'43"E
L3	30.29	N23°39'19"E
L4	20.00	S66°20'13"E
L5	23.24	N18°34'06"E
L6	20.00	S71°25'27"E
L7	23.18	N07°25'43"E
L8	20.00	S82°33'49"E
L9	5.04	S89°21'00"E

FOUND SECTION CORNER

PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

PLAT "21"
SHEET 2 OF 2

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

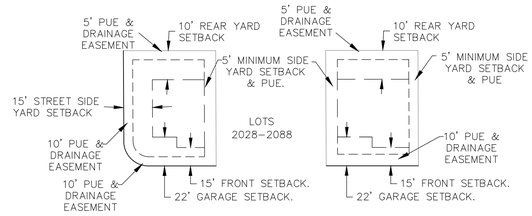
SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

SILVERLAKE PLAT "24"

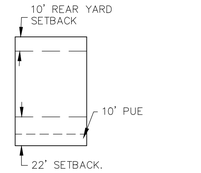
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH

0 60 120 180
SCALE: 1" = 60'

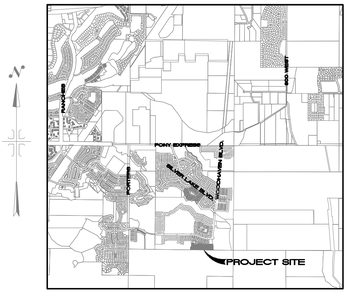
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C2	92.64	960.50	5°31'34"	92.60	S06°29'30"E



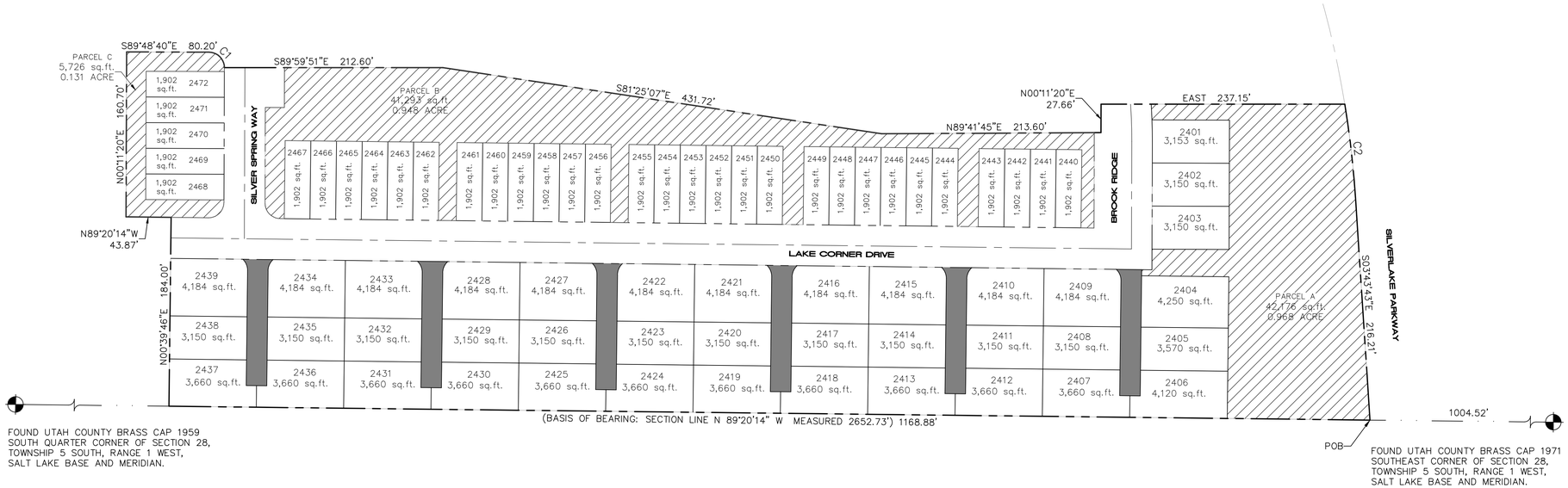
SETBACK AND EASEMENT DETAIL
-NTS-



SETBACK & EASEMENT DETAIL
TYPICAL TOWNHOME LOT
-NTS-



VICINITY MAP
NTS



FOUND SECTION CORNER
PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY
COMMON AREA
LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)
BOUNDARY
SECTION LINE
ROAD CENTER LINE
EASEMENT LINE

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "24" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 1004.52 feet along the section line from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°20'14" West 1168.88 feet along the section line; thence North 00°39'46" East 184.00 feet; thence North 89°20'14" West 43.87 feet; thence North 00°11'20" East 160.70 feet; thence South 89°48'40" East 80.20 feet; thence Southeasterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 44°48'40" East 21.21 feet; thence South 89°59'51" East 212.60 feet; thence South 81°25'07" East 431.72; thence North 89°41'45" East 213.60 feet; thence North 00°11'20" East 27.66 feet; thence East 237.15 feet; thence Southerly 92.64 feet along the arc of a 960.50 foot radius curve to the right, through a central angle of 05°31'34" the chord of which bears South 06°29'30" East 92.61 feet; thence South 03°43'43" East 216.21 feet to the point of beginning.

Parcel contains: 8.282 acres more or less.

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

DATE SURVEYOR (See Seal Below)

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER AUTHORIZED SIGNATURE(S)

ACKNOWLEDGEMENT

STATE OF UTAH)
: S.S.
COUNTY OF UTAH)

On the _____ day of _____, 20___, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____
NOTARY PUBLIC SIGNATURE
COMMISSION NUMBER PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED BY MAYOR APPROVED BY CITY ATTORNEY
APPROVED BY CITY ENGINEER (See Seal Below) ATTEST BY CITY RECORDER (See Seal Below)

DOMINION GAS COMPANY APPROVAL

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

Approved this _____ day of _____ 20 _____ Dominion Gas Company

By: _____ Title: _____

ROCKY MOUNTAIN POWER APPROVAL

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

ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

DIRECT COMMUNICATIONS DATE

LAND USE	
ACREAGE:	8.282 acres
ACREAGE IN LOTS:	4.71 acres
ACREAGE IN ROADS:	1.526 acres
SINGLE FAMILY LOTS:	39 LOTS
AVE. SINGLE FAMILY LOT:	3,650
TOWNHOME UNITS:	33 LOTS
TOTAL LOTS:	72 LOTS
LARGEST SINGLE FAMILY LOT:	4,250 SF
SMALLEST SINGLE FAMILY LOT:	3,150 SF
UNIT DENSITY:	8.69 LOTS PER ACRE

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3- PRIVACY FENCING FACING SILVERLAKE PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG SILVERLAKE PARKWAY.
4-THE LANDSCAPING ALONG SILVERLAKE PARKWAY TO BE MAINTAINED BY SILVERLAKE HOA.
5-COLLECTOR ROAD FENCING REQUIRED ALONG SILVERLAKE PARKWAY PER AGREEMENT.

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

PLAT "24"
SHEET 1 OF 2

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

SILVERLAKE PLAT "24"

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN, EAGLE MOUNTAIN, UTAH

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.56	15.00	90°00'00"	21.21	N44°48'40"W
C2	92.64	960.50	5°31'34"	92.60	S06°29'30"E
C3	36.34	500.00	4°09'50"	36.33	N01°53'35"W
C4	23.44	15.00	89°31'34"	21.13	S44°34'27"E
C5	23.69	15.00	90°28'26"	21.30	N45°25'33"E
C6	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C7	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C8	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C9	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C10	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C11	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C12	12.34	15.00	47°07'52"	11.99	N22°54'10"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C13	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C14	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C15	12.34	15.00	47°07'52"	11.99	S24°13'42"W
C16	12.34	15.00	47°07'52"	11.99	N22°54'10"W
C17	36.40	520.00	4°00'38"	36.39	N01°48'59"W
C18	15.31	520.00	1°41'13"	15.31	N02°58'42"W
C19	21.09	520.00	2°19'25"	21.09	N00°58'23"W

0 40 80 120

SCALE: 1" = 40'

FOUND SECTION CORNER

PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

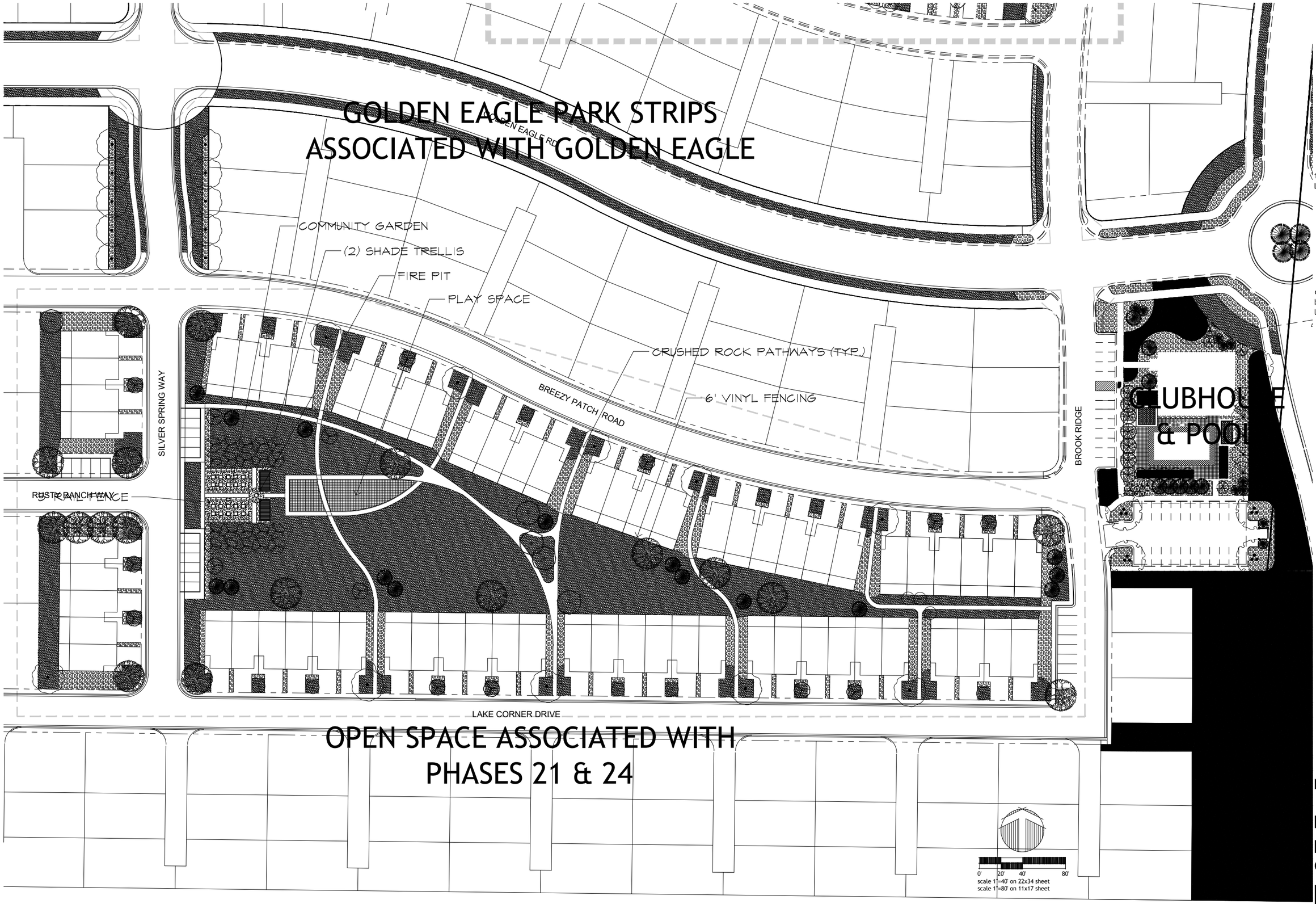
PLAT "24"
SHEET 2 OF 2

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL



flagship homes

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

STATE OF UTAH
BRONSON R. TAYLOR
LICENSED LANDSCAPE ARCHITECT
11/07/2019

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

SILVER LAKE SOUTH

PHASE 21 & 24 LANDSCAPE PLAN
Eagle Mountain City, Utah

NOVEMBER 2019

LANDSCAPE
planting
overview

L-101

PARK AREA
3.8 ACRES
CHURCH SITE
SCHOOL SITE
10.84 ACRES
CHURCH SITE

to utilize the driveway. The applicant purchased a strip of land north of the adjacent property owner's lot for access to the therapy center.

Councilmember Burnham said landscaping can improve the visual appeal of the structures. Mr. Mumford said the applicant has moved the structures to the west side of the existing barn to be less visible to adjacent residences.

Councilmember Clark asked if the Council could require siding or other material on the buildings. Mr. Mumford said this is a commercial use in an agriculture zone, so there is more flexibility in design standards. The Council can require the applicant to comply with all of the commercial design standards, or they can offer flexibility due to the agriculture setting. The resident adjacent to this property attended the previous meeting and only expressed concerns regarding the capacity of the septic system. The capacity has been verified as an appropriate size for the use.

Councilmember Burnham asked if the delay was due to the access easement. Mr. Mumford explained the delay was due to the septic system. The Utah County Health Department reviewed the system and has granted approval for the current phase of the project. If the business expands, a new septic system will be required.

13.E. SilverLake South – Preliminary Plat

Mr. Mumford stated the Planning Commission reviewed this project and expressed concerns regarding connectivity in the northwest area and southeast area, park sizes and locations, the street name of the street that will connect to Silver Creek Way, and that cluster lots may not strictly comply with the definition of cluster lots in Municipal Code or in the SilverLake Master Development Agreement.

The Planning Commission was concerned about traffic near the new elementary school. To mitigate these concerns, the developer has removed one access onto Golden Eagle Road and moved it to connect at SilverLake Parkway. Two road lengths are slightly over the allowed length, so the Council will need to determine if another pedestrian access is needed.

Mr. Mumford explained Golden Eagle Road was originally planned as a local residential road. Flagship Homes has agreed to widen the road in front of the new elementary school to allow for turn lanes. This school has more parking than any other school in the City. Councilmember Clark expressed concern that there is not enough room for vehicles to park on both sides of the road, in addition to through traffic. Mr. Mumford said any further widening of the road would utilize impact fees.

Councilmember Burnham said the difference between Black Ridge Elementary and this school is that many more children will walk to this school, versus parents driving as they do to Black Ridge Elementary.

Councilmember Gricius stated the biggest concern will be parents parking along SilverLake Parkway as the queue may stretch that long. She asked if they can prohibit parking with red curbs near the school. Mr. Trusty said the Utah County Sheriff's Office will likely prohibit parking on one side of the road.

Utah County Sheriff's Office Chief Deputy Eric McDowell said Brookhaven Elementary has the largest student population on the smallest lot in the district. The design of the new school will help alleviate the issues that exist at Brookhaven. The widened road alleviates traffic concerns, as does the increase in parking stalls.

Councilmembers Clark, Gricius, and Burnham requested the south side curb of Golden Eagle Road be painted red to prohibit parking.

Councilmember Clark asked about crossing guards at the traffic circle during school hours. Assistant City Administrator/Finance Director Paul Jerome stated the traffic circle does not have a traffic control device that stops vehicles. Flashing beacons are in place at the traffic circle at Eagle Mountain Boulevard and Pony Express Parkway to bring attention to pedestrian traffic, but these streets may not be long enough for a flashing beacon to be effective.

Chief Deputy McDowell suggested crosswalks be located along clear lines of sight on SilverLake Parkway, versus crosswalks at the traffic circle. He stated the meandering roads will assist in reducing traffic speed.

All Councilmembers agreed to require red striping along the south side of Golden Eagle Road across from the new elementary school.

Councilmembers Clark and Gricius said the applicant needs to provide a safe route to school in the straight areas of SilverLake Parkway, not at the traffic circle.

Councilmember Curtis said parks are not located within a quarter mile of every home, which is required in the SilverLake Master Development Agreement. He stated it is not reasonable to include the neighborhood park in phase 28, and asked if the powerline corridor is included in the required open space amenity points calculation. Mr. Mumford explained the Master Development Agreement allows the powerline corridor to be included, if improved. Councilmember Curtis expressed concern that the only improvement will be grass.

Mr. Mumford explained the detailed landscape plan is not included, as the site is so large. Staff has requested a detailed plan be presented to the Planning Commission for approval. The applicants have removed trails from the open space calculations at staff's direction.

Councilmember Clark requested the item return to the Council with an amenity calculation worksheet.

said if the Council decides that the temporary structure will only be allowed for two years, it will not be cost effective to the applicant.

Councilmember Clark stated she supports the arts but is not open to a sprung structure at this location.

Those voting aye: Stephanie Gricius and Donna Burnham. Those voting nay: Colby Curtis and Melissa Clark. Mayor Westmoreland voted aye, breaking the tie. The motion carried with a vote of 3:2.

13.E. SilverLake South – Preliminary Plat

Councilmember Curtis stated the cluster homes must have a component of open space, and every home must have a park within a quarter-mile radius. Councilmember Burnham asked if cluster homes are supposed to be designed similarly to Colonial Park.

Mr. Mumford said Colonial Park is more defined as a garden court. Municipal Code does not require open space to be immediately adjacent to the home, but the open space must be close. The intent is that open space is provided in lieu of a back yard.

Councilmember Curtis stated a painted red curb on the south side of Golden Eagle Road across from the elementary school will mitigate parking and traffic issues.

Pete Evans with Flagship Homes stated he understands that a preliminary plat this large is unusual. They anticipate returning to the Planning Commission and possibly the City Council with a detailed parks plan. Regarding the school site, it has two fronts, versus the single front at Brookhaven Elementary. He explained the parent drop off will be located on the west side of the building with the kindergarten drop off located to the north, which removes traffic from Golden Eagle Road. They also removed an access from the residential area to Golden Eagle Road and relocated the access point to SilverLake Parkway.

Councilmember Clark stated a safe route to school needs to be planned in a location away from the traffic circle. Mr. Evans stated if lots to the west of the school have not been sold, they can include a walking path through that area to the school. If the lots have already been sold, they will consider other areas to include a path away from the traffic circle.

Regarding the cluster home open space issue, Mr. Evans said they have consolidated open space to make it more usable. The SilverLake Master Development Agreement (MDA) has a restriction on the number of townhomes in any given area. They have planned each open space area to be large enough to serve all cluster homes. He requested a variance of the quarter-mile distance requirement for the homes in the southwest portion of the plan, due to the programmed open space at the school and church. They feel they have met the intent of the MDA and of Municipal Code.

Councilmember Curtis said if the amenities are not required now, they will not be installed. Mr. Evans explained the MDA lists what amenities are required and they will return with a parks plan that notes the amenities in each park.

Councilmember Curtis stated in his subdivision in SilverLake, they have grass and two pocket parks. He stated they were told a neighborhood park would come with development of future phases, but the neighborhood park is not planned until phase 28. Councilmember Clark asked if Municipal Code requires parks at specific times during development.

Bronsen Tatton with Fieldstone Homes explained the MDA requires the clubhouse at a certain number of building permits, but does not determine how many building permits can be issued before parks are developed. He said phases 19 and 20 will contain a park for two- to five-year-olds with a nest swing, spinning bowl, and slide tower. The park for five- to twelve-year-olds will contain a pendulum swing, as well as a spinning plate. They intend to bring the park programming back for Planning Commission review. The MDA includes requirements for the park amenities, with which they intend to comply.

Councilmember Clark asked what phase does not meet the quarter-mile park requirement. Mr. Mumford said not all homes in phase 26 are within a quarter-mile of a park. Mr. Tatton stated they may be able to remove a portion of another park and locate it in phase 26. He explained the phasing may be updated to accommodate the construction of a church building; the neighborhood park may be developed sooner than originally anticipated.

Councilmember Curtis expressed concern that parks are not in this area and said a requirement can be included that the park is built before a certain number of building permits are granted. Mr. Evans asked if the Council has the ability to impose that condition of approval. Mr. Cook stated if the Council is uncomfortable with the proposed plan, the application can be tabled.

Mr. Evans explained he is not saying they will not commit to building the park by a certain number of building permits, but stated they have an MDA and are meeting the requirements.

Councilmember Curtis expressed frustration that the completed areas of this development do not have parks and stated all homes could potentially be built without any completed parks. Mr. Evans explained that they bond approximately $2,800 per lot for improvements.

Councilmember Clark stated she cannot approve the preliminary plat with the incorrect phasing, but knowing that the park will be installed by a certain number of building permits could mitigate that concern.

Councilmember Curtis stated he could not approve the preliminary plat without an amenity plan. Mr. Evans stated there are approximately 1,200 approved lots in this area under the MDA. The plan submitted includes 1,069 lots, including the 278 previously approved lots. He committed to include the park by the 300th building permit issued after this meeting.

Discussion ensued regarding the City Council approving the preliminary plat with the condition that staff reviews the parks plan, and the neighborhood park is installed by the 300th building permit.

Mr. Mumford stated the Planning Commission recommended condition of approval is that the parks plan returns to the Planning Commission for approval. He explained the landscape plan has to meet Municipal Code. The MDA is specific to acreage of parks and trail systems, and states the City's parks and amenities standards must be met. Mr. Evans explained that the site plan application for the townhomes will include park plans.

Councilmember Curtis confirmed that the Councilmembers will approve the preliminary plat as long as an amenity worksheet is approved by the Parks and Recreation Director and the neighborhood park is completed by the 300th building permit south of the wash, not including currently issued permits.

Discussion ensued regarding removing a portion of a larger park and placing the park area in an area that does not meet the quarter-mile distance requirement. The Council determined that leaving the large park as it is currently planned is best.

Regarding the connectivity issue, the Council stated the proposed plan will be approved.

Mr. Mumford suggested the crossing on SilverLake Parkway not be adjacent to the parent drop off at the elementary school. Councilmember Clark stated the applicant can work with staff to determine the best location for a crosswalk.

Councilmember Curtis asked if split rail fencing is required along Tickville Wash and requested one be installed for safety. Mr. Mumford said the City is responsible to install a trail and fence along the north end of the wash. Mr. Trusty is researching a grant to improve the safety of the wash areas where the slopes are significantly steep.

Mr. Mumford presented Saratoga Springs City's future transportation map. Saratoga Springs has requested Golden Eagle Road be a local road. Foothill Boulevard is the next priority for Saratoga Springs.

Discussion ensued regarding the condition of approval related to the neighborhood park. The Council agreed to the condition that the park is completed by the 578th recorded lot south of Tickville Wash.

Councilmember Curtis asked about the condition regarding the name of Silver Creek Way. Mr. Mumford said Tickville Wash can serve as a good location to switch street names, but the Planning Commission requested the road name remain consistent. Mr. Evans said one homeowner lives on that street, but they are willing to update the name.

MOTION: ***Councilmember Curtis moved to approve the SilverLake South preliminary plat with the following conditions:***

1. ***Applicant shall pay a cash escrow to the City of $2,810.40 per lot at plat recording.***
2. ***Detailed landscape plans, including the design and amenities with point calculations, for the parks shall be submitted for approval by the Parks and Recreation Director and Planning Director along with the associated final plat.***
3. ***Fencing along SilverLake Parkway and Golden Eagle Road shall match the collector road fencing approved for the Silverlake South area.***
4. ***The road connection to Silver Creek Way across Tickville Wash shall be built prior to recording any plat north of Harvest Crop Drive.***
5. ***The road that will connect to Silver Creek Way shall continue that name to the south.***
6. ***Developer shall construct an upgraded entryway monument at either the western edge of the project along Golden Eagle Road, or the southern end of the project at SilverLake Parkway. Improvements shall consist of a landscaped entryway with a permanent monument sign bearing the name of the subdivision.***
7. ***The applicant shall construct the walking path as presented.***
8. ***The neighborhood park shall be installed prior to the recording of a plat containing the 300th lot in this project, in addition to the 278 already recorded in SilverLake Plats 16 through 20.***
9. ***The applicant shall work with City staff to provide safe crossing routes to the elementary school.***

Councilmember Burnham seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.

14. AGREEMENTS

14.A. AGREEMENT – Agreement between Eagle Mountain City, Utah and the Eagle Mountain Chamber of Commerce for the Management and Maintenance of the Ladder Signs.

Mr. Pili explained the history of ladder signs in the City. He stated to establish the Eagle Mountain Chamber of Commerce, the City needed to assist the Chamber during the initial creation of the organization.

Mayor Westmoreland explained the City chose to fund a local Chamber instead of the Lehi Area Chamber of Commerce. Mr. Pili stated creating the Eagle Mountain Chamber of Commerce took time, effort and funding. Using the ladder signs for Chamber funds was a creative way to establish the Chamber. These funds are not tax dollars.

Councilmember Curtis stated the signs are on City land using City capital improvements.

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.50 Storm Drains.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	N/A
APPLICANT:	Chris Trusty

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Chris Trusty, Public Works

RECOMMENDATION:
Staff recommends that the City Council approves and ordinance of Eagle Mountain City, Utah, amending the Municipal Code Chapter 15.50 Storm Drains.

BACKGROUND:
The Federal Clean Water Act requires the storm water discharge from certain types of facilities be authorized under storm water discharge permits. The December 1, 2016 renewed permit included more specific requirements than the previous permit for on-site retention of storm water, and the use of a Low Impact Development (LID) approach which implements Best Management Practices (BMPs) to infiltrate, evapotranspire, harvest, and reuse storm water. The permit was modified moving the retention and LID implementation date from September 1, 2019 to March 1, 2020.

Prior to the change of the implementation date, Eagle Mountain adopted a standard by which runoff from a 90th percentile storm event would be required to be retained on site. The State placed the implementation of this requirements on hold while they took time to review concerns from communities and engineers regarding the standards that were set. The State's final conclusion was to reduce the standard for retention from retaining runoff from a 90th percentile storm event to an 80th percentile storm event. The State also requires cities to allow for a minimum of 5 of the 12 outlined LID BMPs, and for municipalities to provide an appeals process that will allow a construction operator to appeal an enforcement option.

Attachments:
DWQ Permit Update - 2020
Chapter 15.50 Storm Drains - DRAFT
ORD--Storm Drain (EMMC 15.50)

FACT SHEET STATEMENT OF BASIS

GENERAL PERMIT FOR DISCHARGES FROM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS
UPDES PERMIT NUMBER UTR090000

PERMIT MODIFICATION

1.0. Introduction and Background

The Federal Clean Water Act requires that storm water discharges from certain types of facilities be authorized under storm water discharge Permits. (See 40 CFR 122.26.) The goal of the storm water Permits program is to reduce the amount of pollutants entering streams, lakes and rivers as a result of runoff from residential, commercial and industrial areas. The original 1990 regulation (Phase I) covered municipal (i.e., publicly-owned) storm sewer systems for municipalities over 100,000 population. The regulation was expanded in 1999 to include smaller municipalities as well. This expansion of the program to include small MS4s is referred to as Phase II. This Permit covers new or existing discharges composed entirely of storm water from Phase II, or Small Municipal Separate Storm Sewer Systems (MS4) Permittees statewide, of which there are 77 at the time of this Permit modification.

This Permit serves as a *modification* of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), UTR090000, which was renewed and issued by the Division of Water Quality (Division) on December 1, 2016. The December 1, 2016 renewed permit included more specific requirements than the previous permit for on-site retention of storm water and the use of a Low Impact Development (LID) approach which implements Best Management Practices (BMPs) that infiltrate, evapotranspire and harvest and reuse storm water. The Permit was modified (effective date April 25, 2019) moving the retention and LID implementation date from September 1, 2019 to March 1, 2020.

The Division issued a Public Notice Draft of the renewal of another MS4 permit, the Jordan Valley Municipalities (JVM) Permit UTS000001, on July 25, 2018. DWQ received significant comments on the July 25, 2018 Jordan Valley Municipalities MS4 Draft Permit. In early 2019, the Division entered into stakeholder collaboration with a subcommittee of the Land Use Task Force facilitated by the Utah League of Cities and Towns (ULCT). The committee included members of the Division, ULCT, the Utah Home Builders Association and MS4 representatives among others who worked together to refine the Permit language. The Jordan Valley Municipalities Permit renewal was public noticed on December 21, 2019. This modification of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), UTR090000 includes similar changes in an effort to promote consistency among the MS4 permits statewide.

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2.0. Modifications to the General Permit for Discharges from Small MS4s

Significant changes and clarifications to the Permit are listed below:

The Term "Division" referring the Division of Water Quality has been replaced with "Director" referring to the Director of the Division of Water quality throughout the permit.

Application and Storm Water Management Program

The date for submittal of a revised SWMP document for renewal permittees has been changed from 120 days to **180 days** from the effective date of the Permit (Permit Part 2.3).

This Permit serves as both a renewal Permit for those covered under the previous Permit as well as provides coverage for New Applicants. Renewal Permittees should have fully implemented SWMPs that reflect the permit requirements of the previous permit cycle. A Renewal Permittee shall continue to implement its SWMP as described in the application and submittals provided in accordance with the previous Small MS4 General Permit, while updating its SWMP document pursuant to this renewal Permit to achieve pollutant reductions to the Maximum Extent Practicable from the MS4, as specified in Part 4.1. An exception to this is given for Permittees that were designated during the previous Permit term who have 5 years from the date of their submitted NOI to develop, fully implement and enforce their SWMP. New applicants are given the full Permit term to implement a SWMP except where specific deadlines are indicated.

Public Involvement/Participation

If a Permittee maintains a website, a current version of the SWMP document must be posted on the website within 180 days (increased from 120 days) from the effective date of this Permit (Permit Part 4.2.2.2.).

Illicit Discharge Detection and Elimination

Based on a comment received regarding Permittee responsibility for third-party discharges, Permit Part 4.2.3.6.2 was added: "Although Permittees are required to prohibit illicit discharges within their boundaries and to take appropriate action to detect and address any violations, this Permit does not impose strict liability on the Permittee."

Permit Part 4.2.3.11includes the wording "Permittees shall…require that all staff, contracted staff, or other responsible entities, that as part of their normal job responsibilities might come into contact with or otherwise observe an illicit discharge or illicit connection to the MS4 including office personnel who might receive initial reports of illicit discharges, receives annual training in the IDDE program…". The wording has changed to clarify which MS4 staff should be trained. Permittees must ensure through tracking of attendance that appropriate staff has received annual training. If some staff were unable to attend the yearly training that was offered, it is the Permittee's responsibility to offer another form of training to meet this Permit

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requirement. Although online training and certification is not specifically mentioned in this Permit, this is one option to ensure that all appropriate staff receives the necessary training that is required throughout this Permit. A requirement to ensure that new hires are trained within 60 days of hire date has also been added to Permit Part 4.2.3.11.

Construction Site Storm Water Runoff Control

The threshold for construction site storm water runoff control has been clarified to ”construction sites with a land disturbance of greater than or equal to one acre, including projects that are part of a larger common plan of development or sale *which collectively disturbs land greater than or equal to one acre…”*

The requirement that MS4s ensure operators “maintain coverage under the Construction General Permits has been removed from Permit Part 4.2.4.1.2.

Permit Part 4.2.4.2.1 has added an appeals process as part of the procedures to ensure compliance to be posted in a publicly available location. An appeals process will allow a construction operator to appeal an enforcement option.

Permit Part 4.2.4.3.1 has changed the pre-construction SWPPP *review* requirement to a pre-construction *meeting* requirement.

Permit Part 4.2.4.3.2 has clarified the factors for determining a priority construction site.

Permit Part 4.2.4.4. prohibits an individual or entity who prepares a SWPPP for a construction project from performing construction site inspections on behalf of a Permittee on that site.

Permit Part 4.2.4.4.1 has added the requirements for qualified Permittee storm water inspectors.

Permit Part 4.2.4.4.4 allows for the use of an electronic inspection tool by the Permittees in place of in person, on-site inspections for up to one-half of inspections at a construction site.

The requirement for Permittees to publicize a hotline or other local telephone number for public reporting of storm water related issues on construction sites has been removed.

Permit Part 4.2.4.5. has added language that requires the Permittee to ensure annual training of staff as well as the training of new hires within 60 days of hire.

Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)

The threshold for long-term storm water management has been clarified to ”construction sites with a land disturbance of greater than or equal to one acre, including projects less than one acre

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that are part of a larger common plan of development or sale *which collectively disturbs land greater than or equal to one acre…"*

Permit Part 4.2.5.2.1 ***requires*** by **March 1, 2020** all new development projects meeting the applicable threshold to manage rainfall on-site, and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event. If not feasible, a rationale must be provided for the use of alternative design criteria.

By **March 1, 2020**, redevelopment projects meeting the applicable threshold that increase the impervious surface by greater than 10%, shall manage rainfall on-site, and prevent the off-site discharge of the net increase in the volume associated with the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event.

This water quality volume based methodology will reduce the runoff from a site from the small frequently occurring storms which have a strong negative cumulative impact on receiving water quality. The previously modified Permit included a retention requirement equivalent to the water quality volume associated with the 90th percentile storm event for new and redevelopment. Based upon input provided by the development community and permitted MS4s during the Land Use Task Force stakeholder process, the retention requirement was for new and redevelopment were separated and reduced to the 80th percentile storm event.

This water quality volume based methodology will reduce the runoff from a site from the small frequently occurring storms which have a strong negative cumulative impact on receiving water quality. The rationale for using the 80th percentile event is that it represents the majority of runoff volume on an annual basis, and that larger events would be very difficult and costly to control. This objective must be accomplished by the use of a combination of practices; site design, structural and non-structural controls that are designed, constructed, and maintained to infiltrate, evapotranspire and/or harvest and reuse rainwater.

The 80th percentile rainfall event is the event whose precipitation total is greater than or equal to 80 percent of all storm events over a given period of record. Guidance related to this requirement is available on the Division's website at https://deq.utah.gov/water-quality/low-impact-development.

Retention must be accomplished by the use of Low Impact Development (LID) practices that are designed, constructed, and maintained to infiltrate, evapotranspire and/or harvest and reuse rainwater as described in Permit Part 4.2.5.1.3 and per the Division's "A Guide to Low Impact Development within Utah" located on the DWQ website.

Permittees must allow for use of a minimum of five LID practices from the list in Appendix C of "A Guide to Low Impact Development within Utah." If a Permittee has not adopted specific LID guidelines, any LID approach that is described in DWQ's LID manual and feasible may be used to meet this requirement.

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If an LID approach cannot be utilized, the Permittee must document an explanation of the reasons preventing this approach and the rationale for alternative criteria per Permit Part 4.2.5.1.5. Guidance for assessing and documenting site conditions and feasibility can be found in DWQ's "A Guide to Low Impact Development within Utah" Appendix B "Storm Water Quality Report Template" located on the DWQ website at: https://deq.utah.gov/water-quality/low-impact-development.

The definition of LID infeasibility has been expanded from the July 25, 2018 draft permit to include high groundwater, drinking water source protection areas, soil conditions, slopes, accessibility, excessive costs, or others.

Permit Part 4.2.5.3.1 requires procedures for site plan review that evaluate water quality impacts and that are applied though the life of the project from conceptual design to project closeout.

Permit Part 4.2.5.3.2 requires Permittees to review post construction plans to ensure long-term controls are implemented which meet the permit requirements.

Permit Part 4.2.5.2.4 requires that permanent structural BMPs be inspected to ensure the BMPs were constructed as designed prior to closing out a construction project.

Permanent structural BMP inspection requirements have been reduced from a minimum or annually to at least every other year or as necessary to maintain functionality of the control (Permit Part 4.2.5.2.5).

Previous Permit Part 4.2.5.3.3 requiring a retrofit plan has been moved to Permit Part 4.2.6 Pollution Prevention and Good Housekeeping for Municipal Operations.

Permit 4.2.5.6. requires that all staff involved in post-construction storm water management, planning and review, and inspections and enforcement be trained on an annual basis. New hires must be trained within 60 days of hire.

Previous Permit Part 4.2.5.4.2 has been removed.

<u>Pollution Prevention and Good Housekeeping for Municipal Operations</u>

This minimum control measure has been reorganized to more clearly outline the requirements for "high priority" municipal facilities and overall SOP development and implementation for all facilities and municipal operations. Guidance for evaluating "high priority" municipal facilities and preparing SOPs will be developed as separate Fact Sheets by the Division.

Permit Part 4.2.6.4. requires Permittees to develop and implement a Storm Water Pollution Prevention Plan (SWPPP) for each "high-priority" Permittee-owned or operated facility within 180 days from the effective date of this Permit. The SWPPP must identify potential sources of pollution, describe and ensure implementation of practices that are to be used to reduce

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pollutants in storm water discharges associated with activity at the facility and must include a site map showing the information required in Permit Part 4.2.6.4. The previous Permit required SOPs to address many of these requirements and these SOPs, provided that they meet the Permit requirements, may be used as part of this SWPPP document. SOPs must be tailored to the specific Permittee, facility, or operational procedure and must not contain generic descriptions of municipal activities.

In Permit Part 4.2.6.5.1, visual inspection frequency has been reduced from weekly to monthly.

In Permit Part 4.2.6.5.2, comprehensive inspection frequency has been reduced from quarterly to semi-annually.

In Permit Part 4.2.6.5.3, visual observation frequency has been reduced from quarterly to annually.

Previous Long-Term Storm Water Management in New Development and Redevelopment Permit Part 4.2.5.3.3 requiring a retrofit plan has been moved to Permit Part 4.2.6.9.

Permit Part 4.2.6.10. requires that all employees, contracted staff, and other responsible entities involved in construction, operation, or maintenance job functions that are likely to impact storm water quality be trained on an annual basis. New hires must be trained within 60 days of hire.

Reporting

All Permittees must submit an annual report to the Division by October 1 following each year of the Permit term. As stated in Permit Part 5.5, signed copies of the annual report and all other reports required by this permit must be submitted directly to the DWQ electronic document system at: https://deq.utah.gov/water-quality/water-quality-electronic-submissions.

Standard Permit Conditions

Permit Part 6.12 Oil and Hazardous Substance Liability has been removed as this section is redundant.

Definitions

A definition of "Developed site" was added. The definition of "Indian Country" was removed.

4.0. Permit Duration

It is recommended that this modified permit be effective for the remainder of the original permit renewal period of five (5) years. As stated in *UAC R317-8-5.1(1)*, UPDES permits shall be effective for a fixed term not to exceed five (5) years. Therefore, this Permit will be set to expire at midnight on February 28, 2021, five years after the effective date of reissuance.

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5.0. Public Notice

The public notice was published in the Salt Lake Tribune and Desert News newspapers on December 24, 2019. The Permit was also announced on the Utah Division of Water Quality's Public Notice website at https://deq.utah.gov/public-notices-archive/water-quality-public-notices. The 30-day public notice began on December 24, 2019 and ends on January 23, 2020.

This Permit and Fact Sheet were drafted by Jeanne Riley Storm Water Section Manager, Utah Division of Water Quality on December 23, 2019. For questions or comments contact Ms. Riley at jriley@utah.gov or 801-536-4369.

DWQ-2019-020154

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Chapter 15.50
STORM DRAINS

Sections:

15.50.010 General.

15.50.020 Pipe.

15.50.030 Minimum slopes.

15.50.040 Cleaning and testing. (APWA 33 08 00)

15.50.050 Sumps.

15.50.060 Retention/detention basins.

15.50.070 Storm Water Pollution Prevention Plan.

15.50.010 General.

The installation specifications for storm drain systems shall conform to the APWA Standard Specifications unless noted otherwise in this chapter.

All development projects which will increase the storm runoff above what would be expected for an undisturbed site shall be required to provide onsite retention or detention. Such runoff shall be accommodated onsite to match the intensity for a ~~90th~~ 80th percentile storm event or as otherwise directed by the City's UPDES permit or by state code. Storm events larger than that are allowed to release at a rate consistent with the predeveloped conditions of the site. On site retention may be provided throughout the development or in 1 specific location. All storm drain pipes shall have a minimum cover of two feet. Minimum size of storm drains is 12-inch diameter for tie-ins and 15-inch diameter for main lines.

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process waters to any sanitary sewer. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the director. Industrial cooling water or unpolluted process waters may be discharged, on approval of the director, to a storm sewer, combined sewer or natural outlet.

Storm drain manholes and sumps shall meet confined space requirements, and shall be equipped with ladder rungs and other such devices as required to ensure public safety. [Ord. O-03-2010 § 1 (Exh. A § 10.010)].

15.50.020 Pipe.

Piping used for storm water conveyance includes concrete and HP ADS piping. All pipe shall conform to the material and installation specifications included in this chapter. Storm drain bedding materials shall consist of ¾" gravel and extend 6 inches below and to the sides of the pipe and 12 inches above the crown of the pipe.

[Ord. O-03-2010 § 1 (Exh. A § 10.020)].

15.50.030 Minimum slopes.

Minimum slopes for different size pipes are as follows:

Minimum Storm Drain Main Slopes

Pipe Diameter	Minimum Slope
12 inches	0.194%
14 inches	0.158%
15 inches	0.144%
16 inches	0.132%
18 inches	0.113%
21 inches	0.092%
24 inches	0.077%
27 inches	0.066%
30 inches	0.057%
36 inches	0.045%

[Ord. O-03-2010 § 1 (Exh. A § 10.030)].

15.50.040 Cleaning and testing.

After the storm drain lines have been laid and the trench backfilled, they shall be thoroughly cleaned and tested for leakage and alignment in the presence of the city engineer or his/her designee before acceptance by the owner. Cleaning shall be done using a high pressure jet cleaning machine, producing a minimum of 800 psi. Wastewater and debris shall not be permitted to enter storm drain lines in service, but shall be removed at the lowest manhole of the extension. Such cleaning shall be done by private crews at the expense of the owner.

Storm drain lines will be required to have a mandrel or TV test prior to acceptance and prior to the release of the warranty bond. Storm drain boxes or manholes shall be air tested under the general observation of the City inspector.

[Ord. O-03-2010 § 1 (Exh. A § 10.040)].

15.50.050 Sumps.

Sumps shall not be used in Eagle Mountain City unless approved by the city engineer. If approved, all sumps must be constructed with a grease trap.

Additionally, sumps shall only be located as staked in the field and indicated on the plans. They shall be to the grade indicated by the cutsheets and as staked in the field. Excavation and backfill shall conform to Chapter 15.30 EMMC. If the sump is located in an area where the earth is stratified with gravel layers, care shall be taken during backfill to be sure that these layers are not sealed off from the sump beginning three feet below the bottom of the sump up to the top of the subgrade. One- to three-inch diameter drain rock shall be used. The original material shall be removed and the total backfill done with imported drain rock. After backfilling is completed, the entire excavation shall be thoroughly flooded to ensure that settlement is complete. Grates shall be set in place and adjusted for final elevation and alignment. The city requires a fabric barrier between the drain rock and road base (or other backfill).

Sumps may only be constructed of reinforced concrete, precast sections, and shall meet the requirements of ASTM C478-73 in accordance with standard detail drawings S-15, S-16, and S-17. Sumps shall have eccentric lids to ensure adjustments in alignment. [Ord. O-03-2010 § 1 (Exh. A § 10.050)].

15.50.060 Retention/detention basins.

A. Retention Basins. All retention basins shall be constructed with a maximum water depth of four feet. All retention basins shall have a series of interconnected sumps connected to curb inlet boxes or storm drain main lines. All retention basins shall be landscaped in accordance with city standards. All retention basins shall be constructed with a minimum slope of 5:1.

All retention basins shall be constructed for drainage areas designated in the general plan. Basins for smaller areas may be allowed only with prior written approval of the city engineer or his/her designee.

B. Detention Basins. All detention basins shall be constructed with a maximum water depth of 18 inches, with that depth remaining for no longer than a six-hour period. Detention basins must be landscaped and they may be located in park and recreational areas. Each detention basin shall have a manually controlled outlet to a storm drain main line. Detention ponds greater than 18 inches must have a minimum

side slope of 5:1. Fencing around detention ponds may be required as determined by the city engineer or his/her designee.

Ponds must be constructed as they are required for the detention of the proposed improvements. If the ultimate design of a subdivision has located the detention basin in a future phase of the subdivision, either a temporary detention basin must be constructed, or an easement for the approved detention must be given to the city and the detention basin must be constructed with the required phase. [Ord. O-03-2010 § 1 (Exh. A § 10.060)].

15.50.070 Storm Water Pollution Prevention Plan.

A Storm Water Pollution Prevention Plan meeting all requires as mandated by the State of Utah Department of Environmental Quality shall be required and maintained for all construction within a subdivision. Elements of this SWPPP shall include BMPs to protect the existing and natural storm drainage systems from incurring increased sedimentation. BMPs will include as a minimum silt fences, inlet protection, and stabilized construction entrance. Additional BMPs may be required as needed and determined by a certified storm water plans reviewer. The SWPPP is to be approved by the City Engineer and his/ her designee. The approved SWPPP plan is to be maintained while any construction activities are occurring within a subdivision. Modifications to the SWPPP during the construction process if it becomes evident that additional modifications are needed to protect storm drainage structures or adjacent properties. Any individual or entity that prepares a SWPPP for a construction project shall be prohibited from performing construction site inspections on behalf of the permittee for that site.

An appeals process shall allow a construction operator to appeal an enforcement option. The appeal process will be included as part of the City's procedures and will be posted in a publicly available location.

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 15.50 STORM DRAINS

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 15.50 Storm Drains 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 the Eagle Mountain Municipal Code Chapter 15.50 Storm Drains,.

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, Utah, this 18th day of February, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 18th day of February, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted on_____by _____.

Exhibit A

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	Isaac Patterson

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
N/A	N/A	N/A	N/A

PUBLIC HEARING:
No

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION / RECOMMENDATION

PREPARED BY:
Michael Hadley, Planning

RECOMMENDATION:
Staff recommends that the City Council consider the proposed amendment.

BACKGROUND:
This item was presented to the City Council in December and the City Council directed the applicant to work with staff and City Attorney to work on the language and specifics of the proposed change. The amendment was presented to the City Council again on January 21, 2020, and was tabled to allow staff to make additional changes to the amendment.

This is an applicant-proposed amendment to the sign code to allow for temporary inflatable signs for advertising business openings or other special events for a period of 15 days each calendar quarter. The proposal would provide enhanced visibility to businesses for a short period of time. Examples shared by the applicant include signage at tax preparation firms during tax season, "fly-boy" signs for special events, sales for haircuts at barber shops, or for grand opening events. The Planning Commission recommended to deny the code amendment. The Commission expressed concerns about the proposal, including an increased workload for code enforcement, the need for a paid permit (and not an exempt sign), potential nuisance, the desire for the code to address distance from rights-of-way, and the preference for the 15 days to be a consecutive period of time.

Attachments:
ORD--Sign Regulations and Sign Permits (EMMC 17.80)
Sign Ordinance Exhibit A

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 17.80 SIGN REGULATIONS AND SIGN PERMITS

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 17.80 Sign Regulations and Sign Permits 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 the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.

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 18th day of February, 2020.

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 18th day of February, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____by_____ .

Exhibit A

17.80.130 Prohibited signs.

The following signs as defined in EMMC 17.80.160 shall be prohibited: visible moving, revolving, or rotating parts signs, sign twisters signs, snipe/bootleg signs, vehicular signs including unlicensed, inoperable or immovable vehicles or trailer signs (but not including actively used construction trailers not functioning solely as signs), pole signs, inflated signs (except as permitted in 17.80.090), ribbons, balloons and billboards. In addition, any signs that emit sound, smoke or steam are prohibited. Staff may make an exception for memorial and honorarium ribbons. [Ord. O-03-2018 § 2 (Exh. A); Ord. O-08-2016 § 2 (Exh. A); Ord. O-02-2016 § 2 (Exh. A); Ord. O-02-2012 § 2 (Exh. A); Ord. O-06-2010 § 2 (Exh. A); Ord. O-12-2009 § 2 (Exh. A); Ord. O-26-2008 § 2 (Exh. A § 16.11); Ord. O-18-2008 § 2 (Exh. A § 16.11); Ord. O-17-2006 § 2 (Exh. 1 § 16.11); Ord. O-23-2005 § 3 (Exh. 1(1) § 16.10). Formerly 17.80.120].

17.80.090 Special events signs.

A. On-premises Special Event Signs. The planning director or designee may approve a permit for on-premise special event signs, such as flags, banners, or other signs, subject to the following:

1. For each business location, no more than one permit (for up to 2 signs) may be obtained at a time and no more than one permit may be obtained in a calendar year.

2. For each permit, the maximum sign copy may not exceed 32 square feet in size for one sign or a total of 32 square feet between two signs.

3. Signs may not be posted or visible for a period of more than 60 consecutive days.

B. Right-Of-Way Special Event Signs. The planning director or designee may approve a permit for special event signs such as flags, banners, or other signs for the purpose of temporarily advertising special events within the public right-of-way subject to the following:

1. For each business location, no more than one permit (for up to 4 signs) may be obtained at a time and no more than three permits may be obtained in a calendar year.

2. For each permit, the maximum sign copy may not exceed 32 square feet in size for one sign or a total of 32 square feet between up to four signs.

3. Signs may not be posted for a period of more than 12 consecutive days.

4. The permit holder is solely responsible to remove the signs by the appropriate date.

5. Right-of-way special event signs are not allowed on private property.

C. Inflatable Special Event Signs. The planning director or designee may approve a permit for a tube man inflatable sign (a.k.a. skydancer, wacky waving inflatable arm, or fly guy) subject to the following:

1. The sign will be located in commercial, business park, commercial storage, or industrial zones.

2. The maximum height of the sign does not exceed 22 feet. The diameter at the base of the sign does not exceed 30 inches.

3. Signs may not be operational or visible for a period of more than 12 consecutive days.

4. For each business location, no more than one permit for up to 2 inflatable signs may be obtained at a time and no more than three permits may be obtained in a calendar year.

5. Signs shall be set back a distance equal to or greater than the height of the sign from all right-of-way, lot lines, and overhead utility lines, and shall be spaced no closer than 25 feet to other inflatable sign.

D. Approval Process. An application for a special event sign permit together with the special event sign permit application fee must be made on forms provided by the City. Any special event sign permit application that is not approved by the City within 30 days shall be deemed denied.

E. Restriction on Location. Temporary right-of-way signs may not be located in the park strip (between the street and the sidewalk), but may be located between the sidewalk and the property line or fence. Temporary signs shall not be placed in the public right-of-way, a required parking space, a driveway, or in a manner that obstructs points of access. No sign shall be positioned in such a manner as to result in the creation of an unsafe visual clearance at any intersection or driveway location. Signs may not be placed on utility poles, light poles, fences, or trees.

F. Penalty for Violation. Any person or entity that places or installs a special event sign without a permit shall be subject to a fine of $250 for each day of the violation. The planning director may also withhold approval of any new special event sign permit for a period of two (2) years from the date of the last violation.

~~17.80.090 Temporary (right-of-way) special event signage.~~

~~For temporary signage to be placed in city-owned right-of-way advertising special events occurring within the city, the following standards shall be followed:~~

~~A. Sign Copy. The maximum sign copy shall be 32 square feet.~~

~~B. Location. A map must be submitted for approval showing the intended locations of the signs. No off-premises signs are allowed on private property. Temporary right-of-way signs may not be located in the park strip (between the street and the sidewalk), but may be located between the sidewalk and a property line or fence. Signs may not be placed on utility poles, light poles, fences, or trees.~~

~~D. Takedown. The applicant is solely responsible to remove the signs by the appropriate date.~~

~~E. Definition of Special Events. Special events include business grand openings, fundraiser events, private concerts, parade of homes, and other events as determined by the planning director. This does not include small, private events like yard sales, garage sales, moving sales or lost pet signs, nor does it include business sales.~~

~~F. Approval Process. Temporary signs to be placed in the public right-of-way must be registered with the city. Any sign in the public right-of-way that is not registered with the city via the website may be immediately removed. A maximum of five signs shall be allowed. [Ord. O-03-2018 § 2 (Exh. A); Ord. O-08-2016 § 2 (Exh. A); Ord. O-06-2010 § 2 (Exh. A); Ord. O-12-2009 § 2 (Exh. A); Ord. O-26-2008 § 2 (Exh. A § 16.9); Ord. O-18-2008 § 2 (Exh. A § 16.9)].~~

17.80.120 Exempt signs.

All signs exempt from the permit process shall comply with the general provisions of this chapter except traffic signs approved by the city engineer. No sign permits shall be required for the following signs:

~~K. Special Event Signs. On-premises special event signage such as flags, banners, or other signs for the purpose of advertising business openings or other special events; provided, that such signage does not exceed 32 square feet in size and is posted for a period not to exceed 60 days.~~

K. Community Event Signs. Temporary community event signs displayed by the city, or one of its committees, subcommittees, councils, boards, or city partner agencies to promote community events.

L. Model Homes. One on-premises sign for model homes; provided, that the on-premises sign does not exceed 32 square feet in size. A maximum of six flags not to exceed 15 square feet each posted on flag poles not to exceed 20 feet measured from the grade level to the top of the pole. The flags' colors shall be consistent with the on-premises sign. In addition, a single flag pole that complies with the standards for ancillary structures defined in Chapter 17.25 EMMC may be constructed. Flags allowed on this flag pole include only the national flag of the United States of America, the Utah State, and the official Eagle Mountain flags; no commercial flags shall be allowed on this flag pole. American flags shall not exceed 40 square feet in size. Two A-frame or temporary directional signs of no more than four square feet per builder per subdivision are allowed in the right-of-way adjacent to the model home and in the park strip of the nearest major street corner. These signs shall be directional only, not containing other advertising. These signs are only allowed during model home hours, and must be removed each evening at closing.

M. Real Estate Open House Signs. One A-frame or temporary directional sign of no more than four square feet for real estate open houses for individual home sales is allowed in the park strip of the nearest street corner, one day per week, to be put up no more than one hour prior to the open house and must be removed within one hour after the open house.

N. Temporary Informational Signs. Small informational signs such as lost pet signs, neighborhood or religious activity signs, youth sales signs (such as lemonade stands), and other signs for noncommercial purposes (i.e., not promoting a business of any kind, except youth sales) are allowed in the right-of-way. These signs may not be located in the park strip (between the street and the sidewalk) on major streets, but may be located between the sidewalk and a property line or fence. These signs may not be placed on utility poles, light poles, fences, or trees. The

code enforcement officer has the authority to remove signs without notice if they have not been removed in a timely manner or if they present a safety hazard.

O. On-Premises Home Business Signs. Home businesses with a valid business license from Eagle Mountain City may place one nonilluminated wall sign no larger than four square feet in size on the front of the principal dwelling no higher than the first story. [Ord. O-17-2019 § 2 (Exh. A); Ord. O-05-2019 § 2 (Exh. A); Ord. O-08-2016 § 2 (Exh. A); Ord. O-02-2016 § 2 (Exh. A); Ord. O-02-2012 § 2 (Exh. A); Ord. O-06-2010 § 2 (Exh. A); Ord. O-12-2009 § 2 (Exh. A); Ord. O-26-2008 § 2 (Exh. A § 16.10); Ord. O-18-2008 § 2 (Exh. A § 16.10); Ord. O-17-2006 § 2 (Exh. 1 § 16.10); Ord. O-23-2005 § 3 (Exh. 1(1) § 16.9). Formerly 17.80.110].

17.80.160 Definitions.

The following terms related to this chapter are hereby defined below

“A-frame sign” means any sign or structure (usually freestanding, temporary and/or movable) composed of two sign faces mounted or attached back-to-back in such a manner as to form a triangular vertical cross-section through the sign faces.

“Abandoned sign” means a sign which is located on a property or place of business which has been vacated or which remains unused for a period of time exceeding 90 days.

“Advertising sign” means a sign which directs attention to a use, product, commodity or service.

“Alteration” in this chapter means changing or rearranging any structural part, sign face, enclosure, lighting, coloring, copy (except on reader signs that have changeable copy), graphics, components or location of any sign.

“Animated signs” means signs which incorporate moving or rotating parts or other special lighting effects with flashing or intermittent lights (excluding time and temperature signs or electronic message centers).

“Banner” means a building sign made of fabric, plastic, or a similar lightweight material and hung from a building, fence, wall or pole.

“Billboard” means an advertising sign not necessarily related to the premises on which it is located and intended for use of changeable copy by posting or repainting.

“Building sign” means any sign attached to or a part of a building. Several types of signs defined in this chapter may also be defined as building signs if they are attached to or are a part of a building.

“Canopy sign” means a building sign that is part of a fabric, plastic, or similar shelter supported by a noncombustible rigid framework attached to a building, and sheltering the building’s entrance or windows. Synonymous with “awning” for the purposes of this chapter.

“Changeable copy sign” means a variable message sign composed of individual letters panel-mounted in or on a track system.

“Clear vision areas” means corner areas at intersecting streets and/or driveways in which unobstructed vision of motor vehicle operators is maintained (see Chapter 17.60 EMMC for the specific requirements and an illustration of required clear vision areas).

“Community entrance sign” means a sign used to welcome people to the city or a monument at the entrance to specific neighborhoods indicating the name of the project, subdivision or neighborhood. Any community entrance sign not required to be installed as part of a master development plan or final plat shall be processed through the planning department with the appropriate application and fee.

“Community event sign” means a temporary sign displayed by the city, or one of its committees, subcommittees, councils, boards or ~~other public~~ city partner agency to promote community events.

Cornerstone. A cornerstone is carved or cast into a building, or a metal plaque permanently attached to a building. It carries no commercial message, but may include the building’s name, the date of its completion, and the names of owners, architects, contractors, etc.

Directional Signs. Directional signs are defined in two general categories as follows:

1. Any sign used to display the address of a commercial or industrial building or use, or to identify points of access, the direction of travel, and similar functions in off-street parking and loading areas. Such signs display no advertising or promotional copy, but may bear a logo or be in a distinctive design associated with the use to which they are accessory. Such name or logo shall not exceed more than 50 percent of sign area.

2. A sign erected by an official government agency to denote the name of any thoroughfare; to point out the route to any city, educational institution, public building, historic place or hospital; to direct and regulate traffic; and to denote any railroad crossing, bridge or other transportation facility for the convenience and safety of the general public.

“Double-faced sign” means a sign with two faces, back-to-back.

“Flag” means fabric, plastic, or similar lightweight material hung from a pole that may bear a logo, which is displayed with the intent to advertise or attract attention to a commercial enterprise.

“Freestanding sign” means any sign that has its own supporting structure, rather than being attached to and supported by a building.

“Frontage” means the distance or length of the side of any parcel that is adjacent to any public or private street, but does not include alleys, watercourses or limited access roadways.

“Illuminated sign” means any sign designed to emit artificial light or designed to reflect light from one or more sources of artificial light.

“Inflatable sign” means any advertising device which is supported by heated or forced air or lighter-than-air gases.

“Monument sign” means a freestanding sign whose sign face extends to the ground or to a base or pedestal.

“Movable, freestanding sign” means any sign not affixed to or erected into the ground.

“Nonconforming sign” means a sign or sign structure which lawfully existed prior to the adoption of the ordinance codified in this chapter but which does not conform to all or a part of the requirements of this chapter.

“Off-premises sign” means any sign which advertises a use, establishment, product or service that is sold, produced, manufactured or furnished at a place other than on the property on which said sign is located.

“On-premises sign” means a sign that advertises or directs attention to a use or establishment located on premises or a product or service available on premises.

“Pole sign” means a freestanding identification or business sign, which is supported by a pole(s), mounted permanently in the ground and the base of the sign copy is greater than nine feet in height.

“Political sign” means a temporary sign advertising a candidate for public office, a political party or a measure or issue scheduled for an election.

“Property sign” means on-premises signs that state the rights that the owner of that property wishes to enforce such as no dumping, no trespassing or no parking.

“Real estate sign” means a temporary sign indicating that the lot on which the sign is located, or any building or structure located thereon, is for sale, rent, or lease.

“Replacement,” for the purposes of this chapter, does not include the temporary removal of an existing sign for repair or refurbishment.

“Residential sign” means a freestanding or building sign that displays the address and the name of the occupants of a residence.

“Sign” means any and all advertising message, announcement, declaration, warning, statement, demonstration, illustration, insignia, words, space, figures or objects erected or maintained in view of any observer for the purpose of designating, identifying, promoting, advertising, directing or warning for the benefit of any person, product, company, entity or service; whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building, wall, roof, frame, support, fence, or other manmade structure. “Sign” also includes the accessory sign structures, supports, lighting systems and other attachments or components. The word “sign” does not include the flag, pennant or insignia of any nation, state, city or other political unit or any official notice issued by any court, public body or officer, or directional, warning or information sign or structure required or authorized by law.

“Sign area” means the entire area within a single continuous perimeter composed of squares, rectangles or other geometric figures which enclose the extreme limits of all sign elements affixed to the wall, including but not limited to cabinet structures, written copy, logos, symbols, decorative embellishments, border or roof treatments and illustrations.

“Sign copy” means the area on a sign in which letters, logos, and symbols are or can be printed upon.

“Sign face” means the part of a sign that is or may be used for advertising purposes.

“Snipe/bootleg sign” means a small sign of any material including but not limited to paper, cardboard, wood or metal when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.

“Special Event Sign” means a sign or inflatable sign that is temporary in nature and used for advertising a special event such as a business grand opening, special business sale events, fundraiser events, concerts, farmers markets, parade of homes, and other event that the planning director or designee determine to be special events. Special events do not include small, private events like yard sales, garage sales, moving sales or lost pet signs.

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FOURTH AMENDMENT TO THE POLE CANYON ANNEXATION AND MASTER DEVELOPMENT AGREEMENT

PREAMBLE

The City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Fourth Amendment to the Pole Canyon Annexation and Master Development Agreement 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 and hearings have been completed as required by law to consider and approve the proposed Master Development Agreement as set forth in Exhibit A.

2. The Fourth Amendment to the Pole Canyon 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 18th day of February, 2020.

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 18th day of February, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted on_____by _____.

EXHIBIT A

FOURTH AMENDMENT TO
POLE CANYON ANNEXATION AND MASTER
DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO POLE CANYON ANNEXATION AND MASTER DEVELOPMENT AGREEMENT ("***Amendment***") is made and entered into effective as of the ____ day of _____, 2020, by and between EAGLE MOUNTAIN CITY, a Utah municipal corporation ("***City***"), and OQUIRRH WOOD RANCH, LLC, a Utah limited liability company ("***OWR***"), on behalf of the "Pole Canyon Investment Group" (as defined in the Development Agreement).

RECITALS:

A. The City and the Pole Canyon Investment Group (also referred to as the "PCIG") are parties to that certain Pole Canyon Annexation and Master Development Agreement dated January 19, 2010, which was amended by the First, Second and Third Amendments to Pole Canyon Annexation and Master Development Agreement (collectively, the "***Development Agreement***"). All capitalized terms not otherwise defined in this Amendment shall have the same meaning given to such terms in the Development Agreement.

B. In accordance with the Development Agreement, Neighborhood Planning Area 4 (NPA-4) consists of 118.94 acre and is allocated 655 units.

C. The owner of the property in NPA-4 has submitted to the City an application for the J & J Ranches Subdivision preliminary plat, which is a 2-lot subdivision on 13 acres (the "Proposed Plat").

D. In accordance with Section 6.1 of the Development Agreement, the Developer is required to submit and obtain approval of a master development plan for each Neighborhood Planning Area prior to any development approval in that NPA.

E. In order to facilitate approval of the Proposed Plat, the City has agreed to waive the requirement that a master plan for NPA-4 be submitted prior to approval of the Proposed Plat in exchange for PCIG agreeing to reduce the allowed units in NPA-4.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and OWR, on behalf of the PCIG, agree as follows:

1. Waiver of Master Plan Requirement. City agrees that for purposes of the Proposed Plat only, City will not require a master development plan for NPA-4 prior to approval of the Proposed Plat.

2. Reduction of Approved Units in NPA-4. PCIG agrees that upon recording of the Proposed Plat, the number of approved units in the remainder of NPA-4 shall be reduced from 655 units to 584.

3. Counterpart Signatures. This Amendment may be executed in counterparts, which, when complied together shall constitute one and the same document. The exchange of electronic or facsimile copies of signatures to this Amendment shall for all purposes constitute original signatures.

4. Full Force and Effect. Except as expressly amended herein, the Development Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first written above.

CITY:

EAGLE MOUNTAIN CITY, a Utah municipal corporation

ATTEST:

By:_____
Fionnuala B. Kofoed, City Recorder

By:_____
Tom Westmoreland, Mayor

OWR (ON BEHALF OF THE POLE CANYON INVESTMENT GROUP):

OQUIRRH WOOD RANCH, LLC, a Utah limited liability company

By: Shipp Ventures, Inc., a Utah corporation, its Manager

By: _____
Nathan D. Shipp, President

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **FEBRUARY 18, 2020**

TITLE:	J & J Ranches - Preliminary Plat
ITEM TYPE:	Preliminary Plat
FISCAL IMPACT:	N/A
APPLICANT:	McNeil Engineering

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
Neighborhood Residential One	Residential (Pole Canyon MDP)	13	Pole Canyon

PUBLIC HEARING:
No

REQUIRED FINDINGS:
16.20.030 Preliminary plat approval required.
All proposed subdivision plats must receive preliminary plat approval by the Planning Commission and City Council prior to action on the final plat application. The approved preliminary plat vests the applicant with density for the subdivision, street configuration, and lot layouts.

16.20.050 Approval process.
F. City Council Approval. The City Council shall review the application, consider the Planning Commission's recommendations, and take action on the proposed development application. The Council may approve, approve with conditions, disapprove based upon findings of facts, or table the application and request further information to resolve any issues or questions prior to approval.

PLANNING COMMISSION ACTION / RECOMMENDATION
The Planning Commission recommended approval of this preliminary plat application.

RECOMMENDATION:

BACKGROUND:
This is a preliminary plat application to create two lots on 13 acres in the Pole Canyon area. The applicant would like to divide the land so that he and a family member can build individual homes. The property owner has an agreement with the developers of the Pole Canyon development. (EMMC 16.20.030)

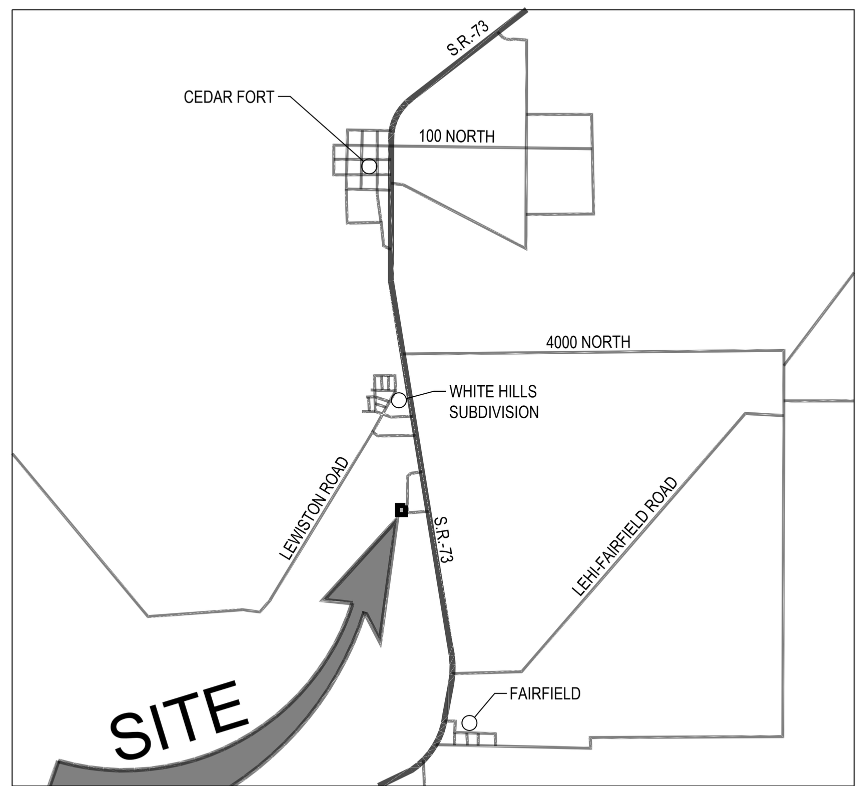
On February 4, 2020, the City Council tabled this item due to concerns regarding this plat increasing the potential density transfers in the Pole Canyon Master Development, as well as the requirement from paragraph 6.1 of the Pole Canyon Master Development Agreement, which states: "Each Neighborhood Planning Area (NPA) shall be required to submit and obtain approval of a Master Development Plan for the relevant area before development approval in the NPA is granted in any form by the City."

This application also includes a minor amendment to the Pole Canyon Master Development Agreement, allowing the approval of this 2-lot preliminary plat without requiring the NPA master development plan.

This application was placed on this agenda at the request of City Administration.

PREPARED BY:
Michael Hadley, Planning

Attachments:
J & J Ranches Preliminary Plat
Pole Canyon Land Use Plan
Pole Canyon MDA



VICINITY MAP
SCALE: N.T.S.

NORTH

SCALE: 1" = 50'

0 25' 50' 100' 150'

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- NEW LOT LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- ADJOINING SUBDIVISION LINE
- P.U.E. (PUBLIC UTILITY EASEMENT)
- SETBACK LINE
- FOUND UTAH COUNTY SECTION CORNER
- SUBDIVISION BOUNDARY CORNER

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS ____ DAY OF ________________, 20___. DOMINION ENERGY

BY ______________________

TITLE ______________________

ROCKY MOUNTAIN

1. PURSUANT TO UTAH CODE ANN § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E. AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER

(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW

____
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

____
DIRECT COMMUNICATIONS DATE

PLAT CALCULATIONS

TOTAL ACREAGE:	13.000
BUILDABLE ACREAGE:	11.23
TOTAL ACREAGE IN LOTS:	13.000
TOTAL OPEN SPACE:	NONE
TOTAL IMPROVED OPEN SPACE:	NONE
AVERAGE LOT SIZE:	6.50
LARGEST LOT SIZE:	6.504
SMALLEST LOT SIZE:	6.496
OVERALL DENSITY:	2.0 LOT PER 13 ACRES
TOTAL NUMBER OF LOTS:	2

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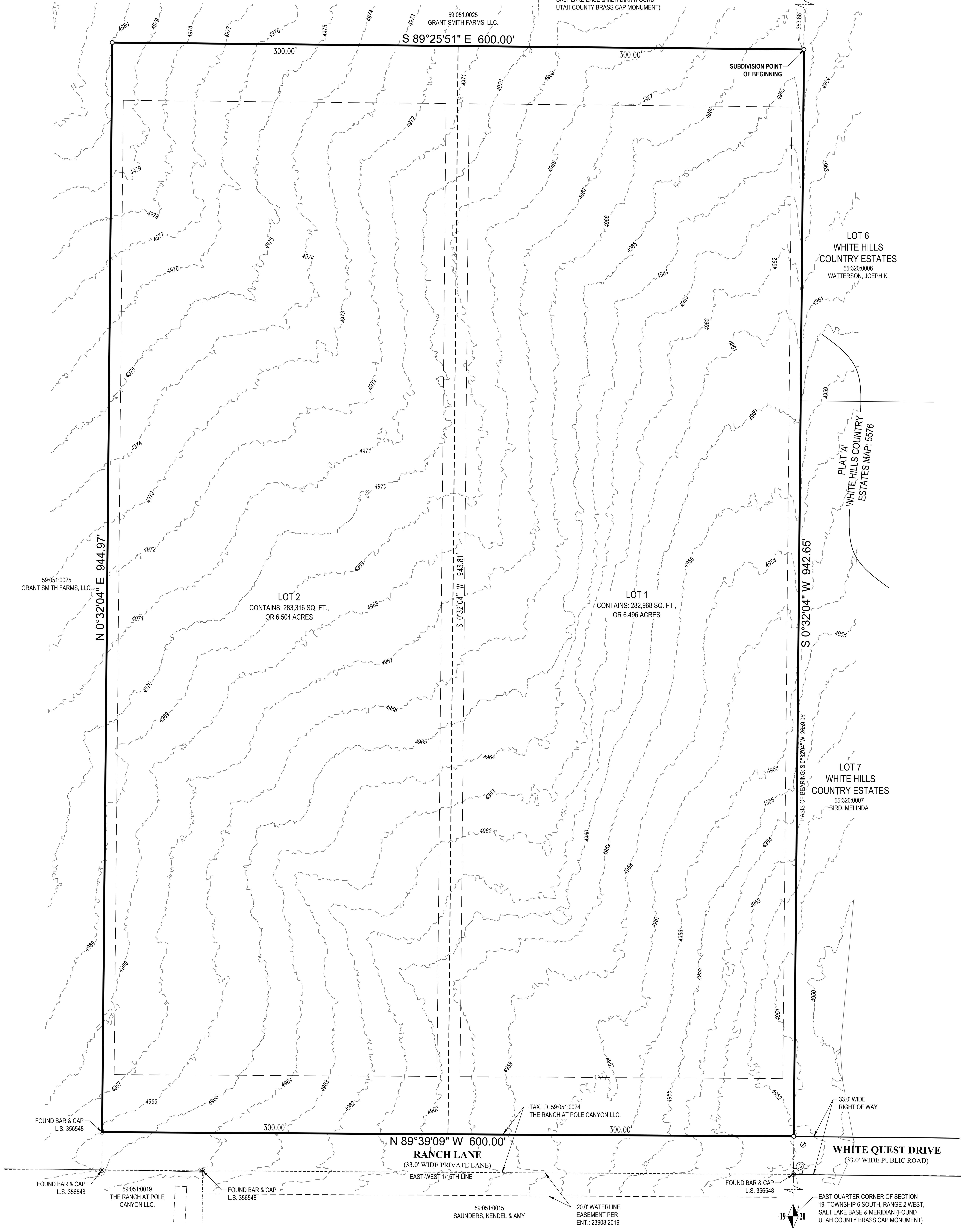
PREPARED BY:
McNEIL ENGINEERING
Designing for the Future Since 1983™
8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070
TEL: (801) 255-7700 FAX: (801) 255-8071
E-MAIL: info@mcneileng.com WEB SITE: www.mcneil-group.com

J & J RANCHES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO.:6135190, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT IN ACCORDANCE WITH STATE CODE 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS HEREAFTER TO BE KNOWN AS:

J & J RANCH SUBDIVISION

AND THAT AT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

SUBDIVISION DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHEAST QUARTER, SAID POINT BEING SOUTH 0°32'04" WEST, ALONG THE SECTION LINE (BASIS OF BEARING), A DISTANCE OF 353.88 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTH 0°32'04" WEST, CONTINUING ALONG SAID SECTION LINE AND THE WEST LINE OF THE WHITE HILLS COUNTRY ESTATES SUBDIVISION, A DISTANCE OF 942.65 FEET, TO THE NORTH LINE OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT, RECORDED AS ENTRY NO.: 23908:2019; THENCE NORTH 89°39'09" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET, TO A CORNER THEREOF; THENCE DEPARTING SAID LINE BEARING NORTH 0°32'04" EAST, PARALLEL WITH AND 600.00 FEET PERPENDICULARLY DISTANT TO AFORESAID SECTION LINE, A DISTANCE OF 944.97 FEET; THENCE SOUTH 89°25'51" EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION, A DISTANCE OF 600.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 566,284 SQUARE FEET, OR 13.000 ACRES, IN TWO RESIDENTIAL LOTS.

____
DENNIS K. WITHERS, (SEE SEAL BELOW)
L.S. LICENSE NO. 6135190

OWNER'S CERTIFICATION AND DEDICATION

WE THE UNDERSIGNED OWNER(S) OF ALL OF THE REAL PROPERTY DEPICTED AND DESCRIBED HEREON HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACE, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW TO BE HEREBY DEDICATED UNDER PROVISION OF 10--9a-607, UTAH CODE, WITHOUT CONDITIONS, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH ALL STREETS, WATER SEWER, AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACE, SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES 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

GSFJV, LLC.
BY: JAMES E. SMITH ______________________
(PINT NAME) (SIGNATURE)

ITS: ______________________
(TITLE)

ACKNOWLEDGEMENT

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

ON THIS ______ DAY OF __________, IN THE YEAR 20 ____, BEFORE ME ______________________________, A NOTARY PUBLIC, PERSONALLY APPEARED JAMES E. SMITH THE ________________ OF GSFJV, LLC. PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT TO RECORD REGARDING THE J & J RANCHES SUBDIVISION AND WAS SIGNED BY HIM ON BEHALF OF SAID GSFJV, LLC. AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.

COMMISSION NUMBER ____________________
MY COMMISSION EXPIRES ________________

____

PRINT NAME: __________________

A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE OF LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISIONAND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS ________________ DAY OF ____________________ A.D., 20____.

______________________________ ______________________________
APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

______________________________ ______________________________
APPROVED BY CITY ENGINEER: (SEE SEAL BELOW) ATTEST: CITY RECORDER (SEE SEAL BELOW)

GENERAL NOTES:

1. THE BASIS OF BEARING FOR THIS PLAT IS SOUTH 00°32'04" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN HEREON.
2. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
3. PROPERTY CORNERS NOT FOUND WERE MONUMENTED WITH A 5/8" REBAR AND RED NYLON CAP STAMPED "McNEIL ENG.", OR A NAIL & WASHER BEARING THE SAME INSIGNIA, UNLESS OTHERWISE NOTED HEREON.
4. EXISTING EASEMENTS SHOWN ON THIS PLAT ARE BASED UPON THE COMMITMENT FOR TITLE INSURANCE PREPARED BY: UNITED WEST TITLE INSURANCE AGENCY, INC., ORDER NO.: UW-9388, WITH AN EFFECTIVE DATE OF AUGUST 2, 2018
5. THE ESTATE OR INTEREST IN THE LAND DESCRIBED ON THIS PLAT IS FEE SIMPLE AND THE TITLE THERETO IS VESTED IN: GSFJV, LLC ACCORDING TO THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE.
6. STREETS ABUTTING THIS SUBDIVISION WHERE PREVIOUSLY DEDICATED PER THE WHITE HILLS COUNTRY ESTATES SUBDIVISION.

SHEET 1 OF 1

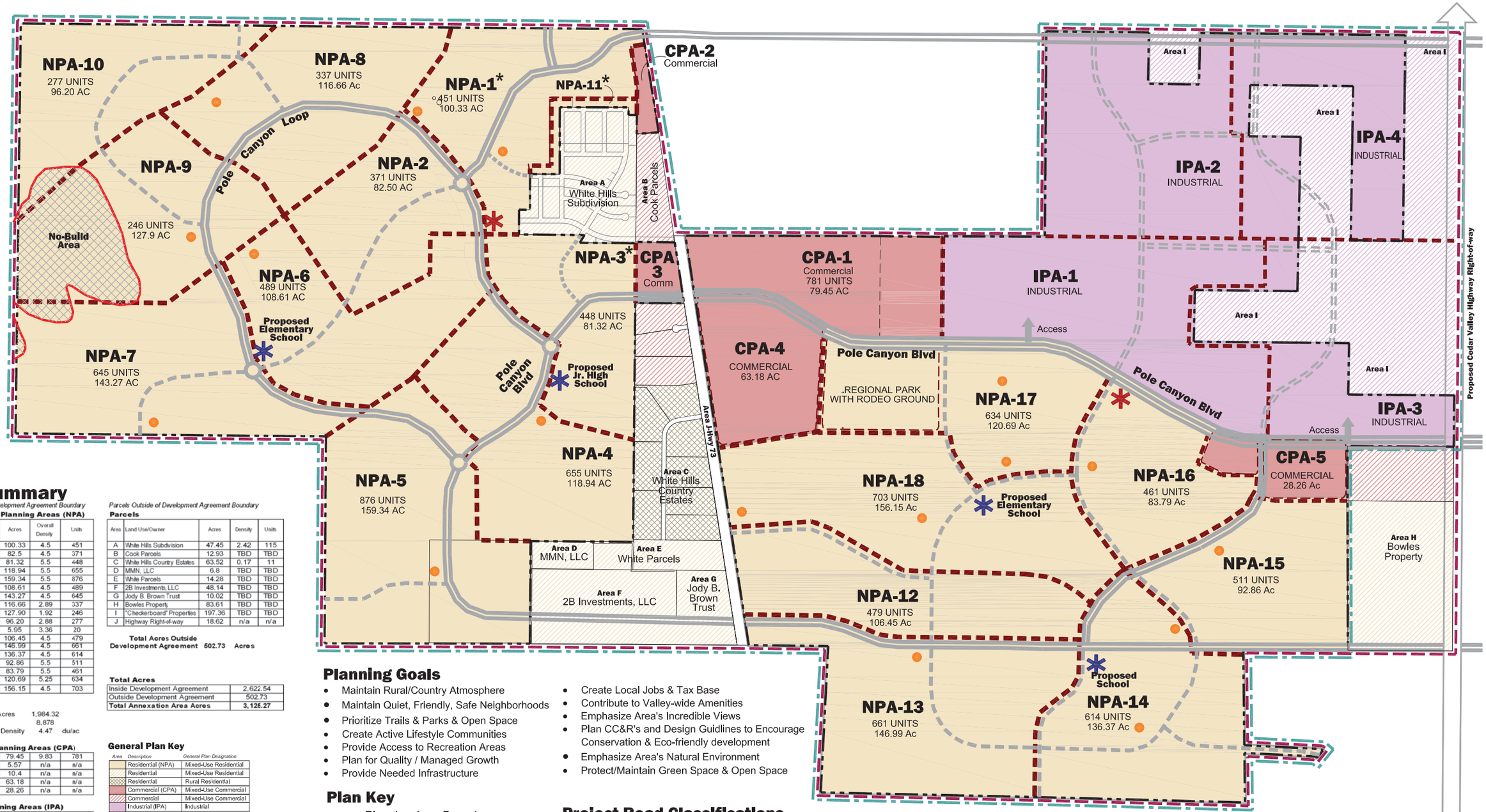
PLAT

J & J RANCHES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1" = 50 FEET

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



Site Summary

Parcels Inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

Area	Planning Area Type	Acres	Overall Density	Units
1	Residential	100.33	4.5	451
2	Residential	82.5	4.5	371
3	Residential	81.32	5.5	448
4	Residential	118.94	5.5	655
5	Residential	159.34	5.5	876
6	Residential	108.61	4.5	489
7	Residential	143.27	4.5	645
8	Residential	116.66	2.89	337
9	Residential	127.90	1.92	246
10	Residential	96.20	2.88	277
11	Residential	5.95	3.36	20
12	Residential	106.45	4.5	479
13	Residential	146.99	4.5	661
14	Residential	136.37	4.5	614
15	Residential	92.86	5.5	511
16	Residential	83.79	5.5	461
17	Residential	120.69	5.25	634
18	Residential	156.15	4.5	703

Total Residential Acres 1,984.32
Total Units 8,878
Residential Gross Density 4.47 du/ac

Commercial Planning Areas (CPA)

1	Commercial	79.45	9.83	781
2	Commercial	5.57	n/a	n/a
3	Commercial	10.4	n/a	n/a
4	Commercial	63.18	n/a	n/a
5	Commercial	28.26	n/a	n/a

Industrial Planning Areas (IPA)

1	Industrial	159.9	n/a	n/a
2	Industrial	142.04	n/a	n/a
3	Industrial	57.09	n/a	n/a
4	Industrial	92.33	n/a	n/a

Total Dev Agreement Acres 2,622.54
Total Residential Units 9,659
Gross Density 3.68

Parcels Outside of Development Agreement Boundary

Parcels

Area	Land Use/Owner	Acres	Density	Units
A	White Hills Subdivision	47.45	2.42	115
B	Cook Parcels	12.93	TBD	TBD
C	White Hills Country Estates	63.52	0.17	11
D	MMN, LLC	6.8	TBD	TBD
E	White Parcels	14.28	TBD	TBD
F	2B Investments, LLC	48.14	TBD	TBD
G	Jody B. Brown Trust	10.02	TBD	TBD
H	Bowles Property	83.61	TBD	TBD
I	"Checkerboard" Properties	197.36	TBD	TBD
J	Highway Right-of-way	18.62	n/a	n/a

Total Acres Outside Development Agreement 502.73 Acres

Total Acres

Inside Development Agreement	2,622.54
Outside Development Agreement	502.73
Total Annexation Area Acres	**3,125.27**

General Plan Key

Area	Description	General Plan Designation
	Residential (NPA)	Mixed-Use Residential
	Residential	Mixed-Use Residential
	Residential	Rural Residential
	Commercial (CPA)	Mixed-Use Commercial
	Commercial	Mixed-Use Commercial
	Industrial (IPA)	Industrial
	Industrial	Industrial

* Note: In NPA 11, all lots shall be a min 10,000 Sq Ft. In NPA 1 & 3, a street with min 10,000 Sq Ft lots on both sides shall abut the existing White Hills Subdivision

Planning Goals

- Maintain Rural/Country Atmosphere
- Maintain Quiet, Friendly, Safe Neighborhoods
- Prioritize Trails & Parks & Open Space
- Create Active Lifestyle Communities
- Provide Access to Recreation Areas
- Plan for Quality / Managed Growth
- Provide Needed Infrastructure
- Create Local Jobs & Tax Base
- Contribute to Valley-wide Amenities
- Emphasize Area's Incredible Views
- Plan CC&R's and Design Guidlines to Encourage Conservation & Eco-friendly development
- Emphasize Area's Natural Environment
- Protect/Maintain Green Space & Open Space

Plan Key

Planning Area Boundary

Proposed Schools

Proposed Public Safety Facility

Potential Church Site
Church sites will be located throughout each planning area on an as-needed basis

Project Road Classifications

Arterial Road Corridors
Major Collector Road Corridors
Industrial Collector Road Corridors
Minor Collector Road Corridors
Local Street

Boundary Classifications

Annexation Boundary
Development Agreement Boundary
Master Plan Area

Land Use Element Exhibit 2

aswm

0 300 600 1200 1800

Quality Real Estate & Mortgages EGI MANAGEMENT

DAI Utah's Foremost Land Developer

POLE CANYON ANNEXATION AND MASTER DEVELOPMENT AGREEMENT

Dated: January 19, 2010

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POLE CANYON ANNEXATION AND MASTER DEVELOPMENT AGREEMENT

This Pole Canyon Annexation and Master Development Agreement is effective into as of the 19th day of Jan., 2009 10, by and between Eagle Mountain City, a Utah municipal corporation, referred to in this Agreement as the "City", and those certain undersigned parties referred to herein as the "Pole Canyon Investment Group" or "PCIG".

RECITALS

Capitalized terms have the meaning given to them in Schedule One attached hereto and incorporated herein.

This Agreement is made with reference to the following facts.

The Petitioners for annexation set forth on Exhibit 1 filed two (2) separate Petitions for Annexation on October 20, 2008 to annex the land located in unincorporated Utah County described in Exhibit 1 (hereafter collectively referred to as the "Annexation Property" or "Master Planned Area"). The Annexation Property is to be annexed to the City under the terms of this Agreement and applicable law.

The land in Petition 1 in Exhibit 1 is intended to be annexed and developed primarily for residential use and the land described in Petition 2 of Exhibit 1 is intended to be developed primarily as a Business Park or for other commercial and/or light industrial use.

Part of the Annexation Property is the property owned by the PCIG and to be planned and developed by the PCIG, which is more particularly described in Exhibit 2 (hereafter the "PCIG Property"). The PCIG Property is owned by the following parties which comprise the Pole Canyon Investment Group: Oquirrh Wood Ranch, LLC, a Utah limited liability company; and GSFJV, LLC, a Utah limited liability company.

(The ownership of the PCIG Property is more particularly set forth in the Pole Canyon Master Development Plan.) Plats A, B and C of the existing White Hills Subdivision (collectively "White Hills Subdivision"), the White Hills Country Estates, and the property owned as of the date of this Agreement by Kenneth F. White (Parcel Nos. 86736-97 and 45320-93) (the "Kenneth White Property"), all as depicted in Exhibit 2, are included within the Annexation Property, but are among the parcels of property expressly excluded from the definition of the PCIG Property.

The portion of the Annexation Property which is not included as part of the PCIG Property (including but not limited to the White Hills Subdivision, the White Hills Country Estates, and the Kenneth White Property) is not owned or controlled by PCIG, and reference is made herein to such property for the sole purpose of annexing such property into the City. Such property of all other persons not signing this Agreement shall be referred to herein as the "Annexation Only Property," and is more particularly identified as Areas A through I in Exhibit 2.

Exhibit 2 is the Land Use Element of the Pole Canyon Master Development Plan, and identifies areas to be zoned by the City for development by PCIG, along with areas designated as areas A through I which are zoned for agricultural use only.

The PCIG Property, all of which is designated as part of the "Master Planned Area", will be zoned, planned and developed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Eagle Mountain City, and as more particularly set forth in the "Pole Canyon Master Development Plan," which Plan includes this Agreement as the Master Development Agreement, together with all Exhibits to this Agreement.

The PCIG plans to develop the PCIG Property by emphasizing the natural environment of the Master Planned Area, with trails, parks, and other open space, and

further has a goal of carefully and responsibly managing natural resources located within the area, while putting such resources to full beneficial use, including without limitation, agricultural uses, land and water. Without limiting the generality of the foregoing, the Master Planned Area has been and will continue to be planned pursuant to the following "planning goals":

- Compliance with the laws and regulations of the City and the State of Utah
- Maintain Rural / Country Atmosphere
- Maintain Quiet, Friendly, Safe Neighborhoods
- Prioritize Trails, Parks & Open Space
- Create Active Lifestyle Neighborhoods
- Provide Access to Recreation Areas
- Plan for Quality / Managed Growth
- Provide Needed Infrastructure
- Create Local Jobs & Tax Base
- Make Appropriate Contribution(s) to Valley-wide Amenities
- Emphasize Property's Views along with Areas Natural Environment
- Use CC&R's and Technical Guidelines to Encourage Conservation & Eco-friendly Development
- Offer More for Less in terms of Lot Size, Amenities, Quality & Affordability

The PCIG has spent several years and considerable resources in performing master planning so that as development occurs, it can happen in a quality, well-managed fashion. The City acknowledges that proposed infrastructure master plans have been prepared by (a) AQUA Engineering, with respect to the Wet Utility Master Plan (including a Wastewater Collection and Treatment Analysis, a Water System Analysis, and a Storm Drainage Analysis) attached hereto as Exhibit 5 of the Pole

Canyon Master Plan, (b) Intermountain Consumer Professional Engineers, with respect to the Dry Utility Master Plan attached hereto as Exhibit 6, and (c) DMJ Harris, with respect to the Traffic Impact Study attached hereto as Exhibit 7 and except as the Exhibits are modified by this Agreement or City standards (the Wet Utility Master Plan, the Dry Utility Master Plan, and the Traffic Impact Study are collectively referred to herein as the proposed "Pole Canyon Infrastructure Plan". Additional master plans, studies, reports, and other information prepared by the PCIG in connection with the extensive master planning relating to the Project is attached hereto and incorporated herein as Exhibit 13, and is incorporated as part of the Pole Canyon Master Development Plan.

Without limiting the generality for the foregoing, the City and the PCIG acknowledge that, under the terms of the Pole Canyon Infrastructure Plan as revised for City approval, PCIG proposes that phasing of construction will occur on a demand basis (i.e., 4-way stop roadway intersections until anticipated densities justify roundabouts, sizing of main utility lines, etc.), with the intent of providing necessary and adequate infrastructure through justifiable phasing, in order to keep lots and homes affordable for end purchasers. Financing for Public Infrastructure and Improvements addressed in the Pole Canyon Infrastructure Plan will occur in a manner which is consistent with the terms of this Agreement and the Local District Agreement.

The Pole Canyon Master Development Plan divides the Master Planned Area (for planning purposes only) into approximately twenty one (21) geographic sub-areas referred to herein as "Neighborhood Planning Areas," "Commercial Planning Areas," and "Business Park Planning Areas" (collectively "Planning Areas"). Such Planning Areas will include portions of property within the PCIG Property designated for residential, mixed-use, commercial, business park / industrial, and/or other forms of development. The Planning Areas described in the Land Use Element at Exhibit 2 are intended to indicate the zoning, use, and vested density for each area and provide

zoning for the PCIG and the City with respect to planning and development decisions. PCIG and the City are aware of substantial infrastructure which will be needed by the City to assume responsibility for the Annexation Property and the parties have described "special conditions" in paragraph 18 herein to meet the reasonable needs of the City and its citizens.

The City and the PCIG wish to define the rights and responsibilities of the parties with respect to the development of the land and funding for public improvements in the PCIG Property, pursuant to the Pole Canyon Master Development Plan, which Pole Canyon Master Development Plan is approved by the City pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contain herein, the parties agree as follows:

1. Conditions to Obligations. The obligations of the PCIG and the City hereunder are contingent upon and subject to the satisfaction of each of the following conditions.

1.1. Annexation. The Annexation Property shall have been annexed into Eagle Mountain City in accordance with Utah's annexation statute (*Utah Code Ann.* §§ 10-2-401 *et seq.*), and the City's annexation policy plan, as the same shall be amended. The City acknowledges that the PCIG, together with other persons not parties to this Agreement, have filed and the City has accepted two (2) Petitions for Annexation with the City relating to the Annexation Property. The City shall annex the Annexation Property in accordance with the laws of the State of Utah and the policy and review process created by the City for this Annexation and Annexation Petitions.

1.2. Zoning. The PCIG Property and the Annexation Only Property, upon the City's grant of annexation, shall be zoned in accordance with the Land Use Element of the Pole Canyon Master Development Plan, attached hereto as Exhibit 2. In order to provide appropriate transitioning for the existing residents of the White Hills Subdivision, all lots in Neighborhood Planning Area 11 shall have a lot size of at least 10,000 square feet. In Neighborhood Planning Areas 1 and 3, 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.

2. Pole Canyon Investment Group Representative. The PCIG represents and warrants that OWR has, by virtue of separate agreements entered into between OWR and each member of the PCIG, authority from each member of the Pole Canyon Investment Group to exercise full control and management of the entitlement and planning of the PCIG Property, including without limitation the right to represent the Pole Canyon Investment Group in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each member of the PCIG hereby acknowledges, confirms and ratifies its appointment of OWR as such member's duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such PCIG member with respect to the planning and entitlement of the PCIG Property, and the other rights, obligations, and interests of the PCIG, all as further set forth in this Agreement. Without limiting the generality of the foregoing, each member of the PCIG further acknowledges that in no case shall any member of the PCIG (except for OWR) have any rights whatsoever to exercise any control or management over the entitlements or development of any property not owned by such member. Accordingly, the City and the PCIG agree that the City shall work directly with, and is permitted by the members of the PCIG to rely upon the decisions and representations made by OWR.

3. Development of the Project . Subject to the terms and conditions of this Agreement, including but not limited to Section 5.1 below, development of the Project shall be in accordance with the City's Code in effect on the date a Development Application is filed with the City

4. Planning Areas; Development of the PCIG Property in Compliance with the Pole Canyon Master Development Plan.

4.1. Planning Areas Generally. The parties hereto acknowledge that the Pole Canyon Master Development Plan incorporates the use of geographic sub-areas, referred to herein as "Planning Areas" (including Neighborhood Planning Areas (also known as "Residential Areas"), Commercial Planning Areas and Business Park Planning Areas (also known as "Industrial Areas") for purposes relating to phasing, planning of infrastructure, financing, standards of construction, and for other similar planning and development-related purposes. Notwithstanding anything herein to the contrary, the PCIG and the City agree that the boundaries of the Planning Areas set forth in the Pole Canyon Master Development Plan may be modified by the PCIG with prior written approval of the City based upon changes to community layout and infrastructure planning, market conditions, and for other similar reasons. It is anticipated that, in addition to the Technical Guidelines, as each Planning Area is planned and developed it will have its own "sub" technical guidelines relating to more Planning Area-specific General Development Standards and other development guidelines for such Planning Area, provided that such Planning Area Technical Guidelines shall be consistent with and subject to the Technical Guidelines. Modifications to Planning Area boundaries may involve amendment of the Pole Canyon Master Development Plan and re-zoning of the lands to be included within new Planning Area boundaries if the

boundary change creates a change in use or increase in density of the land to be included in the revised boundary.

4.2. Phasing. The City acknowledges that the PCIG, future assignees of the PCIG, and/or Subdevelopers who have purchased Parcels within the PCIG Property will develop the PCIG Property in phases. The Planning Areas will serve as general phasing boundaries for phases of the Project, although no sequential phasing is implied by the numbering set forth in the Pole Canyon Master Development 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. PCIG acknowledges that the primary motivation for the annexation of the Annexation Property by the City is the Commercial and Industrial development Plan for the Business Park Area. The timing, sequencing, location and phasing of the Project, including but not limited to construction of water and storm drain systems, parks, and other public infrastructure and city-wide improvements, shall be as determined by the PCIG in its reasonable business judgment and discretion, and consistent with the Infrastructure Plan and Local District Agreement previously approved by the City Council. Furthermore, the parties acknowledge and agree that the Public Infrastructure and Improvements are to be installed in accordance with the initial phasing requirements for the Project, as set forth in the Infrastructure Plan and the Local District Agreement, and as may be required as development within phases proceeds. In this regard, it is anticipated that the Infrastructure and Financing Plans may be amended and/or updated by the PCIG and the City as phasing is modified and planning occurs by the PCIG, and as a result, the PCIG and the City agree to cooperate in good faith with respect to continued master planning and implementation of such master plan(s) consistent with the public interest.

4.2.1. Arterial Road Corridor. The PCIG and the City acknowledge that, pursuant to traffic studies conducted by traffic engineers on the existing State Road 73, such State Road has additional capacity to service a portion of the additional traffic caused from development of the Project, but that as development of the Project continues, construction of an additional arterial road corridor (currently referred to in the Pole Canyon Master Development Plan as "Pole Canyon Boulevard") will become necessary. To this end, the City and the PCIG agree that Pole Canyon Boulevard (or such other alternate access approved by the City) will be constructed when traffic volumes on State Road 73 are increased as a result of the development of the Project by either 655 vehicles per PM peak hour (for northbound traffic), or 718 vehicles per PM peak hour (for southbound traffic), as determined by a study performed by a licensed traffic engineer. As development proceeds, the City may require additional traffic studies to assess the traffic impact of any application for development approval. If the result of a traffic study required by the City indicates that the traffic volumes defined above may be exceeded by the relevant applications, if approved, and Pole Canyon Boulevard (or other alternate access approved by the City) has not been completed, the application may be denied by the City or stayed pending the completion of Pole Canyon Boulevard or an alternate access approved by the City.

4.3. Project Maximum Density. At Buildout of the Project, the PCIG shall be entitled to have developed the Maximum Residential Units (including the densities identified in the Land Use Element attached as Exhibit 2 on a Neighborhood Planning Area basis), and to have developed the other Intended Uses as specified in the Pole Canyon Master Development Plan, provided that

PCIG has complied with applicable provisions of the City's Code. Notwithstanding anything to the contrary herein, any City ordinance, amendment to the City's Code, or other development standard enacted, implemented, regulated and/or enforced by the City on or after the date of this Agreement which has the effect of prohibiting and/or materially and unreasonably restricting the PCIG's rights to develop the vested densities set forth in the Land Use Element, including but not limited to any ordinance, amendment, or other development standard which increases or otherwise modifies minimum lot size requirements, setbacks, frontage requirements, or other similar standards which relate to or have an effect on densities, shall be inapplicable to the PCIG Property (or modified to the extent necessary to permit the PCIG to develop the vested densities set forth in the Land Use Element), unless the Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance, amendment or standard to the PCIG Property. Furthermore, no future ordinance or amendment to the City's Code shall materially increase the amount of exactions or dedications vested in the PCIG under this Agreement and the Pole Canyon Master Development Plan, unless such exactions are required to provide services to the PCIG Property. The City makes no guarantee or warranty that the entitled Maximum Residential Units can be achieved, and the parties acknowledge that as development progresses certain market, infrastructure, and/or other similar constraints beyond the control of the parties may be presented which could prevent the practical use of all vested densities granted in the Pole Canyon Master Development Plan.

4.3.1. Density Transfer. Density may be transferred according to the Density Allocation Exhibit attached hereto as Exhibit 4 upon designation by the PCIG with review and approval of the City. The density in a Neighborhood Planning Area may not exceed the percentage

designated in Exhibit 4. Density transfer approval shall take place with the master development plan application by the PCIG and approval for each Neighborhood Planning Area, or along with a subdivision or site plan approval for the applicable Neighborhood Planning Area, subject to City review and approval for land use capability and compatibility with neighborhood land uses and development, provided that the aggregate Density for the PCIG Property shall not exceed the Maximum Residential Units.

4.4. Uses and Densities. Intended Uses which are allowed within one or more Planning Areas, as well as anticipated Densities for each Planning Area, are vested as shown in the Pole Canyon Master Development Plan Land Use Element and future City subdivision development standards shall respect the right of PCIG to develop up to the vested density.

4.5. Accounting for Density for Parcels Developed by the PCIG. At the recordation of a Final Plat or Commercial Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) within a Planning Area developed by the PCIG, then the member of the PCIG whose property is directly affected shall provide the City a Development Report showing any Density used with the Parcel(s) and the Density remaining with the PCIG for such Planning Area and for the remaining Project.

4.6. Accounting for Density for Parcels Sold to Subdevelopers. Any Parcel sold by the PCIG to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, the PCIG shall provide the City a Sub-

Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with the PCIG and any material effects of the sale on the Pole Canyon Master Development Plan.

4.6.1. Return of Unused Density. If any portion of the Maximum Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Density receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Residential Units shall automatically revert back to the PCIG and the PCIG shall file with the City a Development Report, but shall not be used to exceed the maximum allowable density approved in this Agreement.

5. Zoning and Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and the PCIG intend that this Agreement grants the PCIG all rights to develop the Project in fulfillment of this Agreement without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to the PCIG under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to the PCIG "vested rights" as to, among other things, the density approved and land uses, as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-

9a-509 (2008) with respect to the matters set forth in this Agreement, i.e. the Project Densities and Intended Uses, except as specifically provided herein.

5.2. Term of Agreement. The term of this Agreement shall be until December 31,2019. If as of that date the PCIG has not been declared to be in default as provided in Section 23, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until December 31, 2029. If as of December 31, 2029, the PCIG has not been declared to be in default as provided in Section 23, or if any such declared default is not being cured as provided therein, then this Agreement shall be further automatically extended until December 31, 2039.

6. Approval Processes for Development Applications.

6.1. Processing Under City's Code. Approval processes for Development Applications shall be as provided in this Agreement, the Pole Canyon Master Development Plan, and the City's Code,. Each Neighborhood Planning Area shall be required to submit and obtain approval of a master development plan for the relevant area before development approval in the Neighborhood Planning Area is granted in any form by the City. Development Applications shall be approved by the City if they comply with the Existing Applicable Building Codes and the City's Code in effect on the date the Application for development approval is filed with the City. Nothing in this Section 6 shall be construed to require the PCIG or any Subdeveloper to obtain further City zoning approval with respect to a Parcel's Intended Use or Density as set forth in Exhibit 2, or rights granted to the PCIG herein, provided that such Development Applications comply with the terms set forth in this Agreement and the Pole Canyon Master Development Plan, the applicable

neighborhood master development plan and the City's Code in effect on the date of the Application for development approval.

6.2. City's Cooperation in Processing Development Applications. The City and each Development Applicant, including PCIG shall cooperate reasonably in promptly and fairly processing Development Applications.

6.3. [Intentionally Omitted.]

6.4. 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, "threatened and endangered species" and other similar matters which are not required by the City's Code to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants 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 with the actual and reasonable costs being the responsibility of Applicant.

6.5. City Denial of a Development Application. If the City denies a Development Application, the City shall specify in writing in reasonable detail the reasons the City believes that the Development Application is not consistent with this Agreement and/or the City's Code.

6.6. Meet and Confer regarding Development Application Denials. The City and Applicant may meet within a reasonable time after denial of a Development

Application to review the issues specified in the denial of a Development Application.

6.7. 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, the PCIG may appeal any such denial through the appropriate procedures for such a decision.

7. [Intentionally Omitted.]

8. Open Space and Trails Requirements. In the Development Application for each separate Parcel, the Applicant shall designate the land required for Open Space and/or Trails as provided in the Pole Canyon Master Development Plan and the City's Code (to the extent not inconsistent with the Open Space and/or Trails Exhibit attached hereto as Exhibit 8) and the Applicant shall be required as a condition of approval to dedicate and construct required trail segments.

8.1. Regional Parks. City and the PCIG anticipate that Regional Parks will need to be constructed on portions of the PCIG Property according to the Parks and Open Space Master Plan. The PCIG shall cooperate with the City in the siting, planning, design and financing of the Regional Parks, and such Regional Parks shall be proposed by the City for identification in the City's capital facilities plan. The PCIG and the City shall provide for the acquisition of such property, whether through dedication of the necessary property to the City in exchange for credits against Impact Fees or reimbursement for excess capacity required by the City, and/or through other methods.

8.1.1. Lagoon Property. The PCIG shall construct a specialized Recreation Area (which the parties acknowledge may be treated by the City as a regional park, and incorporated as part of the City's capital facilities plan) on property currently consisting of a lagoon(s) or another site proposed by PCIG and approved by the City, which lagoon property shall be sold to OWR by the City for a purchase price equal to $218,000 less all of the cash received by the City from WHSSD pursuant to the WHSSD Agreement, provided that in no event shall the purchase price paid by OWR for the lagoon property exceed $130,000. The purchase price shall be payable in a single lump sum at closing. Closing shall occur within thirty (30) days after notice from the City to the Buyer that the sale shall be closed. The City shall convey the property "as is", without warranty, by quit claim deed subject to all encumbrances of every kind of record or which are observable on the property as of the date that the City obtains title to such property from the WHSSD, but excluding any encumbrance of record or observed on the property by or as a result of actions (or inactions) of the City prior to transfer to OWR. OWR and the PCIG have inspected the property and are fully informed about the use of the property by the WHSSD. Certain changes to the property may be required to facilitate the termination of the use of the property as a sewer lagoon. OWR may elect to purchase title insurance at OWR's expense. Failure of OWR to close the purchase of the property shall be considered a default in the terms of this Agreement by the PCIG. Notwithstanding the foregoing, the PCIG may propose a change of location of such Area, provided that the size of the facility is equal to or greater than the size of the current proposed use to be located on the lagoon property and that the lagoon is fully decommissioned at the expense of PCLD prior to the date of public use.

8.2. Rodeo Grounds. The PCIG shall cause to be subdivided and dedicated to the City as a specialized Recreation Area (which the parties acknowledge may be treated by the City as a regional park, and incorporated as part of the City's capital facilities plan as further set forth below) a Parcel of approximately twenty (20) acres within the PCIG Property, for the purpose of a public rodeo grounds; provided, however, that the PCIG will develop the rodeo grounds as an amenity by the earlier of (a) the date on which the aggregate market value of the PCIG Property (as determined by the Utah County Assessor's office) is equal to or greater than $250 million, or (b) June 1, 2015, unless such deadline is extended at the request of the PCIG (at the discretion of the Council), considering whether an adequate demand exists within the City for such rodeo grounds at the time of the request. The rodeo grounds to be constructed shall include: a gravel parking area, one (1) rodeo-equipped riding arena, holding pens, bleachers for five hundred (500) spectators, one (1) separate riding ring or warm-up pen, lighting for the riding areas and security lighting for the parking area, restrooms (4 stalls for men and 6 stalls for women), and concession areas. This area will also be capable of hosting a high school rodeo and will include the following: lighted secondary "warm-up" arena with bleacher seating for at least two hundred (200) people, restroom facilities, concession area(s), parking, and other amenities as may be necessary to host a high school rodeo at a minimum standard. The currently anticipated location of such rodeo grounds is identified in the Pole Canyon Master Development Plan. The improvements provided with respect to the rodeo grounds may be publicly financed through the Pole Canyon Local District. The City agrees to consider incorporating the proposed rodeo grounds into the City's Capital Facilities Plan for cost reimbursement or impact fee credit, with respect to the costs associated with such rodeo grounds, if considered and approved in the City Impact Fee process. The rodeo grounds dedicated to the City shall be consistent with the design and construction quality of rodeo grounds and facilities of similar sizes located

within the State of Utah. The City shall be required to maintain such rodeo grounds following dedication, and shall also be required to pay for any costs associated with "up-sizing" the rodeo grounds or facilities beyond that which is described in this Section.

8.3. Interim Equestrian Facility. The PCIG agrees to provide for the City's use and enjoyment on or before May 1, 2010, the equipment and temporary facilities for an interim equestrian facility (for use prior to the completion of permanent rodeo grounds as provided in Section 8.2 above) to be located at the existing Pony Express Park (which location shall be provided by the City at no cost to the PCIG). Such interim facilities shall include the riding arena and bleacher seating that will later be moved and used as the "warm-up" arena at the permanent rodeo grounds. This arena will be sufficient in size, construction and equipment, to host barrel racing, roping, and other equestrian and horse-related events, excluding bull riding, bronc riding, and other "rough stock" events, with movable bleacher seating for two hundred (200) spectators (with additional temporary seating for three hundred (300) additional spectators provided for the Pony Express Sesquicentennial event). The City agrees to provide reasonable and adequate liability insurance relating to the public use of the interim equestrian facility, and to obtain customary liability releases signed by rodeo participants, in favor of the City and the PCIG. The City agrees to release, indemnify and hold the PCIG harmless from and against all claims, including but not limited to personal or bodily injury, damage to property, or otherwise, arising from or relating to the public's use of the interim equestrian facility, except to the extent caused by the negligence of the PCIG."

8.4. Creation of Open Space and/or Trails. Open Space and/or Trails shall generally be created and/or dedicated by means of a Subdivision or a Commercial Site Plan to which the Open Space and/or Trails are either internal

or contiguous. The City acknowledges that it may not be in the interest of either the City, the PCIG, assignees of the PCIG or Subdevelopers to always dedicate Open Space and/or Trails on such a contiguous basis which may result in constructing and/or designating incremental, small, unusable parcels of land. Therefore, each Development Application approval shall provide for the designation and/or construction of Open Space and/or continuous Trails in such amounts as are determined to be appropriate by the City considering:

8.4.1. The amounts and types of Open Space and/or Trails proposed in the Application and provided on the portions of the Project previously developed;

8.4.2. The amounts and types of Open Space and/or Trails proposed in the Application and remaining to be designated and/or constructed pursuant to the Pole Canyon Master Development Plan; and

8.4.3. If the development Application is for development of a commercial or industrial parcel, the amount and nature of the land and the types of land uses proposed by the Development Application.

8.5. Public Access to Open Space and/or Trails. Unless otherwise provided in the approval of a Development Application (such as for an amenity in the control of a Homeowners Association for the exclusive benefit of the members of the Homeowners Association, or with respect to private property subject to a deed restriction or other restrictive covenant as approved by the City), the public shall have access to all Open Space and/or Trails whether the same are dedicated to the City or to some other entity. Notwithstanding anything to the contrary herein, the PCIG and the City anticipate that the PCIG shall phase out

the existing "ATV" trail system located on the PCIG Property as the master trail system is completed.

8.6. Accounting for Open Space for Parcels Developed by the PCIG. The Open Space requirements for the Project are as set forth in the Pole Canyon Master Development Plan, and such requirements must be met by compliance with the City Open Space and/or Trails standards as set forth in the City's Code to the extent not inconsistent with the Open Space and/or Trails Exhibit attached hereto as Exhibit 8. In this regard, the City Standards require 178 total acres of Open Space, including 27 total acres of regional Parks, 71 acres of Community Parks and 62 acres of Neighborhood Parks. The Open Space Standards require approximately 17.7 acres of pocket parts and off-street trails as proposed by PCIG or its successors in interest during the planning process in compliance with the City Master Parks and Open Space Plan. The general location of Open Space and Parks is designated on Exhibit 8 for Regional and Community Parks. Regional and Community Parks must be dedicated and improved as required by City Standards and phases based on the development of adjoining plats. At the recordation of a Final Plat or Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) within a Planning Area developed by the PCIG, the PCIG shall provide the City an Open Space Report showing any Open Space planned for development with the Parcel(s) and the Open Space requirement remaining with the PCIG for such Planning Area and for the remaining Project. The Open Space requirement for the Project may be met by either the "master" Open Space and/or Trails, or the Open Space and/or Trails found exclusively in individual Planning Areas, Parcels and/or Subdivisions. The City will not record any plat if the required Open Space and/or Trails relating to the applicable property have not been dedicated to the City at, or prior to the recordation of, each proposed plat or Commercial Site Plan.

8.7. Accounting for Open Space for Parcels Sold to Subdevelopers. Any Parcel sold by the PCIG to a Subdeveloper shall include the transfer and delegation to such Subdeveloper of a specified portion of the City's Open Space requirement found in the City's Code. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, the PCIG shall provide the City a "sub" Open Space Report showing the amount of Open Space planned for the particular Parcel(s), and the amount of the Open Space requirement under the City standards transferred and delegated with the Parcel(s).

8.7.1. Credit for Additional Open Space. If any portion of the PCIG Property purchased by a Subdeveloper is designed and constructed such that there is a greater amount of Open Space in such portion of the PCIG Property than what is required under this Agreement and the Technical Guidelines for the Planning Area, then the excess Open Space planned and constructed by such Subdeveloper shall automatically be credited towards the Open Space requirement for the Planning Area. In such event, the PCIG shall file with the City an Open Space Report to notify the City of such credit.

8.8. Notice to City. Upon the initial filing of any Development Application in which Open Space, Local Parks and/or Trails are located, the PCIG and/or Subdeveloper shall provide separate written notice to the City of its intent to dedicate the proposed parcels of Open Space and/or Trails as a part of the final recorded instrument approving the Development Application. Notice shall be provided to the Mayor, Planning Director and City Engineer and shall include a current title report and statement of all ad valorem taxes due. Within sixty (60) days of receipt of the Notice, the City shall make an initial determination

whether the City intends to accept dedication of the Open Space and/or Trails or will accept the proposed designation on conditions specified in the determination. If the City does not intend to accept dedication of the Open Space and/or Trails the City shall notify Applicant of its decision. The City's notification that it does not intend to accept dedication of the Open Space and/or Trails shall constitute a waiver of its right to receive an outright conveyance of fee title to that parcel. If the City does not exercise this option, such Open Space and/or Trails shall be offered to Utah County, a conservation organization, a Homeowners Association or another similar designated entity reasonably acceptable to the City.

8.9 Dedication of Open Space and/or Trails. Dedication of the Open Space and/or Trails to the City shall be by plat recordation or by dedication by deed acceptable to legal counsel for the City from the PCIG or a Subdeveloper which shall be without any financial encumbrance or other encumbrance including easements) or property taxes, or which interfere with the use of the property for Open Space and/or Trails in the judgment of the City. ATV trails and equestrian trails are depicted on Exhibit 4 and are included within the Open Space and/or Trails required to be dedicated to the City.

8.10 Maintenance of Open Space and/or Trails. Upon acceptance by the City of the proffered Open Space and/or Trails and after formal possession, the City shall be responsible for maintaining the Open Space and/or Trails after final inspection, acceptance of the improvements to the Open Space and/or Trails, if any, and expiration of the applicable warranty term. If the Open Space and/or Trails are dedicated to an entity other than the City then the dedication shall provide for maintaining the Open Space and/or Trails in a manner to be reasonably acceptable to the City.

8.11 Tax Benefits. The City acknowledges that the PCIG intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. The PCIG shall have the sole responsibility to claim and qualify for any tax benefits sought by the PCIG by reason of the foregoing. The City shall reasonably cooperate with the PCIG to the extent reasonable under law to allow the PCIG to take advantage of any such tax benefits.

9. Infrastructure and Improvements.

9.1. Design and Construction of Public Infrastructure and Improvements. The City and the PCIG acknowledge that significant On-Site Infrastructure, Off-Site Infrastructure, Backbone Infrastructure and other System Improvements, and other related improvements (collectively "Public Infrastructure and Improvements") are required in connection with the development of the PCIG Property, including without limitation: (a) main and ancillary roadways, (b) traffic signals, (c) sewer, water and storm drainage systems, treatment plants, and other facilities, (d) utility (including power, gas, telephone, and fiber optics) systems, facilities, and plants, (e) public buildings, centers, pavilions, and other facilities, and (f) Open Space and/or Trails. The nature and type of Public Infrastructure and Improvements are more particularly set forth in the Pole Canyon Infrastructure Plan as revised in subsequent planning and reporting documents. The City and the PCIG shall cooperate in good faith to design, construct and/or acquire the Public Infrastructure and Improvements. The City shall consider all complete Development Applications and issue all permits reasonably necessary for the construction of the required Public Infrastructure and Improvements, provided that such issuance is consistent with the City standards as provided in the City's Code.

9.2. No Additional Off-Site Infrastructure Requirements. The City shall not, directly or indirectly, charge the PCIG, its affiliates or successors, Subdevelopers or the PCIG Property any development fees, Impact Fees, sewer capacity or hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure for the development of the Project except as may be otherwise allowed by law.

9.3. Pole Canyon Local District. The City acknowledges that the PCIG has previously facilitated the creation of a local district relating to the PCIG Property through Utah County (the "Pole Canyon Local District"). The Certificate of Creation establishing the Pole Canyon Local District pursuant to Utah Code Ann. § 17B-1-215 was executed by the lieutenant governor on June 23, 2009. . The Pole Canyon Local District, as currently established, is comprised of the entire PCIG Property (which property excludes the White Hills Subdivision, the White Hills Country Estates, the Wilson Commercial Property and any property within the Master Planned Area not currently owned by OWR and GSFJV, LLC), as more fully depicted in the Local District Maps attached to and incorporated as Exhibit 9 of the Pole Canyon Master Development Plan. The Pole Canyon Local District is governed by representatives of PCIG and has been created for the purpose of financing and construction of up to four (4) services for each Local District permitted under Section 17B-1-202 of the Local District Act, including transportation (such as public transit and providing streets and roads, curb, gutter, and sidewalk), public recreation, sewer, water and storm drainage systems, and electric utilities systems. The parties hereto acknowledge that the Pole Canyon Local District acting only with the prior written approval of the City, will finance, construct, dedicate, and convey to the City (a) certain sewer lines and facilities, pursuant to and within the timing provided in the Agreement between the WHSSD and the City dated December ____, 2009, a copy of which is attached hereto and

incorporated herein as part of Exhibit 10 (the "WHSSD Agreement"), and (b) certain other Public Infrastructure and Improvements, pursuant to an Agreement between the Pole Canyon Local District and the City dated December ____, 2009, a copy of which is attached hereto and incorporated herein as part of Exhibit 11 (the "Local District Agreement"). As more fully set forth in the WHSSD Agreement and the Local District Agreement, it is contemplated that all of the Public Infrastructure and Improvements financed and constructed by the Pole Canyon Local District shall be approved and inspected by the City and dedicated to the City, free and clear of all liens and encumbrances, and that the PCIG shall be granted Impact Fee credits and reimbursements, if and when applicable, in consideration of its obligations to the Pole Canyon Local District. The Pole Canyon Local District financing does not modify or remove the obligation of PCIG or its successors in interest to complete all of the required public infrastructure required for development approval, subject to the issuance to the PCIG (or to its successors in interest) of impact fee credits and/or reimbursements for System Improvements if applicable. Therefore, regardless of whether or not the City decides to engage in financing of any kind or the use of tax increment payments as incentives to development, the parties understand and agree that the primary obligation for construction and financing of all infrastructure in the Project is the responsibility of PCIG and PCIG, or its successors in interest, is required as a condition of annexation, zoning and development approval to complete all public improvements and infrastructure without financial contribution from the City.

9.4. Special Assessment Area. As more fully set forth in the Local District Agreement, it is contemplated that Special Assessment Areas ("SAAs") will be considered by the City pursuant to the SAA Act, in the sole discretion of the Council for the purpose of providing financing for the construction and/or acquisition of certain of the Public Infrastructure and Improvements, as more

particularly set forth in the Local District Agreement and in the exclusive discretion of the City. It is anticipated that such SAAs may be established by the City and/or the Pole Canyon Local District for all purposes allowed by law, as more particularly set forth below and in the Local District Agreement.

9.4.1. Establishment by City of SAAs for Certain Improvements. The City shall work in good faith and in accordance with the Local District Agreement and in the sole discretion of the Council to establish when feasible and financially appropriate, one or more SAAs for (a) construction of utilities which are not included within the scope of the Pole Canyon Local District (including but not limited to natural gas, power), and (b) Public Infrastructure and Improvements which provide benefit to other parties in addition to the PCIG, and to other property besides the PCIG Property (and in such event, the area subject to the SAA should include all such benefited properties). Without limiting the generality of the foregoing, and as more particularly set forth in the Local District Agreement, the City may consider, in the sole discretion of the Council the establishment of an SAA to finance some or all of the following public improvements which may be required as a condition of Annexation in the initial phase of the development of the Project: (i) repairs/upgrading to the "White Hills Deficiencies" as outlined in the White Hills Infrastructure Report prepared by Horrocks Engineering, not to exceed $350,000, and (ii) improvements required in connection with the WHWC water system being transferred to the City pursuant to the WHWC Transition Agreement (the "WHWC System Repairs"); as more fully set forth in the Pole Canyon Master Development Plan. The PCIG agrees to consent to the establishment of an SAA pursuant to this Section, and to execute an Acknowledgment Consent and Waiver and waive its protest rights and rights to a hearing with respect to the

establishment of an SAA, provided that the purpose of the SAA shall be consistent with the terms described in this Section. With respect to the WHWC System Repairs, the parties acknowledge that the PCIG will advance funds to make certain WHWC System Repairs, as more fully set forth in the Local District Agreement, and that the remaining WHWC System Repairs will be financed from proceeds of the sale of the SAA bond issued pursuant to this Section, all as more particularly set forth in the Local District Agreement and the WHWC Transition Agreement.

9.4.2. 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 PCIG Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of SAA bonds or otherwise. The site of the proposed fire station is depicted on Exhibit 2. At the request of the City, PCIG shall survey the fire station property and shall convey the real property identified in the survey to the City. The fire station property shall be conveyed by the PCIG to the City without cost to the City.

9.4.3. White Hills Park. The PCIG agree that Phase One of the White Hills Park (as more particularly described and identified in Exhibit 13.8) shall be completed on or before the one (1) year anniversary of the date of this Agreement. The parties acknowledge that it is currently contemplated that Phase One of the White Hills Park improvements will be financed by the Pole Canyon Local District. Upon completion, the White Hills Park property (including completed phases thereof) shall be conveyed by the PCIG to the City without cost to the City.

9.5. Community Development Area / Economic Development Area. The City acknowledges that the Pole Canyon Master Development Plan includes the planning of the construction of a substantial business park, which business park is anticipated to increase sales of property, economic activity, job growth, and tax revenues over the long term for the benefit of the City and PCIG. Among other reasons, and in an effort to induce and attract businesses to locate within the business park of the Master Planned Area, the City will consider upon the PCIG's request, the inclusion of the Business Park in the Redevelopment Area and Plan for the City including establishment of an Economic Development Area ("EDA") and/or a Community Development Area ("CDA"), pursuant to Title 17C of the Utah Code, which area(s) will include all or a portion of the PCIG Property intended for commercial, industrial, and/or commercial agricultural related services. The City agrees to consider assisting the PCIG in facilitating, negotiating, and obtaining necessary consents to the budget and terms of such EDA and/or CDA formed in connection with the PCIG Property, with tax entity committee(s) and/or other taxing entities, as applicable, which would be impacted by such tax increment financing.

9.6. Capital Facilities Plan and Impact Fees.

9.6.1. Preparation and Adoption of Capital Facilities Plan and Impact Fee. The City hereby agrees upon execution of this Agreement, to promptly initiate and schedule amendments to the City's current capital facilities plan with respect to the Public Infrastructure and Improvements to be financed with the assistance of the City. The City and the PCIG acknowledge that significant studies have previously been

performed by AQUA Engineering and other engineering consultants retained by the PCIG with respect to the consideration of certain Backbone Infrastructure and other 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 further agrees to consider an Impact Fee ordinance with respect to the facilities described in the Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting PCIG, if applicable.

9.7. Construction Prior to Completion of Infrastructure. Anything in the City's Code notwithstanding, but subject to the requirements for fire protection, the PCIG may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, homes 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 PCIG is not in default of its obligations under this Agreement and such installation is secured consistent with the City's Code and the provisions of this Agreement.

9.7.1. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.

10. Cable TV/Fiber Optic Service. Upon application to the City and approval of a Franchise Agreement for such facilities, the PCIG may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. The PCIG 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 dwelling units or other uses on the Project, 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 the PCIG or its successor in interest.

11. Enforcement of Technical Guidelines and CC&R's. The Design Review Committee, with respect to the Technical Guidelines and the Master CC&R's, and the Homeowners Association(s), with respect to the "sub" CC&R's, will be responsible for the implementation, enforcement, and amendment of such Technical Guidelines, and/or CC&R's, as applicable. The City shall not be responsible for the enforcement of private agreements or CC&R's.

12. Payment of Fees.

12.1. General Requirement of Payment of Fees. The PCIG and/or a Subdeveloper shall pay to the City all fees in amounts and at times specified in the City's Code.

12.2. Infrastructure Built by the PCIG. Upon application to and approval of the City, the PCIG or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure specified in the Pole Canyon Infrastructure Plan which are System Improvements. The City shall comply with Utah Impact Fee law.

12.3. Reimbursement for "Upsizing". The City shall not require the PCIG to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the PCIG are made to compensate the PCIG for the pro

rata costs of such upsizing. Compensation to the PCIG for any "upsizing" of the public improvements shall be agreed to by the PCIG and the City as a part of the Pole Canyon Financing Plan.

13. Permits; Security for Improvements.

13.1. Building Permits. No Building Permit shall be issued by the City for construction in the PCIG 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. Except as set forth in any provision of the City's Code, no buildings, improvements, or other structures shall be constructed within the Project without the PCIG and/or a Subdeveloper first obtaining an appropriate Building Permit(s), and/or grading and excavation permits, as applicable. The PCIG and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a Subdivision Site Plan if the PCIG and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.

13.2. 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, the PCIG 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 the PCIG or a Subdeveloper in seeking to secure such permits from other governmental entities.

13.3. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the City using forms for cash escrow or surety approved by the City Attorney. Any such security shall be, at the PCIG's request, partially released pro rata as work proceeds, to a maximum of ninety percent (90%). Upon Substantial Completion of the On-Site or Off-Site Infrastructure, as certified by the PCIG's engineers, the remainder of such security, except ten percent (10%) as security for a one (1) year warranty against defects in materials and workmanship, shall be released. At the end of the one (1) year warranty, unless the PCIG has been notified by the City of any repairs required under the warranty, the remaining security shall be released to the PCIG upon the City's determination that there are no further warranty repairs required. Unless otherwise required in a subsequent Development Agreement,no security shall be required for any improvements that are not designated to be dedicated to the City, nor for any improvements that are constructed by a public or quasi-public entity, including but not limited to the Pole Canyon Local District.

13.4. Separate Security for Landscaping. Security for the completion of those items of landscaping that are weather dependent shall be provided as required by the City's Code.

14. Dedication of Public Improvements. The PCIG agrees that 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 Agreement 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 agrees to accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

15. City's Obligations. Subject to the PCIG's performance of its obligations hereunder, and consistent with the terms and conditions provided herein, the City agrees that it shall provide the PCIG Property with standard municipal services in compliance with state laws and City Ordinance to the level of service feasible under City staffing and budgeting constraints, which level of services the City provides from time-to-time to other residents and properties within the City including but not limited to, garbage, snow removal, police, fire protection and other emergency services. Such services shall be provided to the PCIG Property on a reasonable basis, at reasonable levels, and on reasonable terms, conditions and rates, as appropriate under the circumstances, given the location of the property and prior, pre-existing conditions of the PCIG Property and subject to the conditions set forth above.

16. Water.

16.1. Generally. The parties acknowledge that the methodology for acquiring, utilizing, and otherwise managing the water issues relating to the Project has been studied at length, and is more fully summarized and set forth in the Pole Canyon Infrastructure Plan. The PCIG and the City also desire to cooperate in implementing techniques and methodology (for example, through implementation of restrictive covenants limiting residential water use) which emphasize the natural environment of the area and which encourage and promote the efficient use, maintenance and management of water resources, including without limitation through water-efficient landscaping and streetscaping, water-use reduction and/or reuse, and/or other innovative methods which are intended to manage water use in reasonable, cost-effective ways. In light of the foregoing, the PCIG and City agree that the PCIG Property shall be developed in accordance with and subject to the water right requirements which are incorporated in the City standards for dedication or contract fees in effect at the date of a Development Application.

16.2. Transfer of Water Rights, Water Sources, Water Storage, and Water Distribution Systems. The parties further acknowledge that the PCIG is currently negotiating with the City, WHWC, WHSSD, and the Pole Canyon Local District to secure sufficient water (and water systems) for the development of the PCIG Property. It is presently contemplated that (a) the City will request water for the Project from CUWCD through the CWP project when the City and PCIG conclude an agreement for such water, and (b) the WHWC will transfer its water rights to the City in exchange for water right banking credits in favor of OWR for the water rights approved as directed by the City and/or reimbursements in favor of OWR for the excess capacity in the water sources, water storage and water distribution systems benefiting the PCIG Property, with such transfer occurring pursuant to that certain White Hills Water Company Transition and Acquisition Agreement dated December _____, 2009, a copy of which is attached hereto as part of Exhibit 12 (the "WHWC Transition Agreement"). The City understands that any such transfer of water rights, water sources, water storage and water distribution systems may occur incrementally and in phases, and that the City may enter into a separate agreement to operate any water systems not previously transferred to the City. Any Impact Fees or related fees collected by WHWC and/or WHSSD, and not previously used for appropriate improvements or operations, will also be transferred to the City upon transfer of the system improvements, or portions thereof, to the City, to the extent that such Impact Fees or other fees relate to the portion(s) of the system improvements being transferred.

16.3. Additional Water Tank Property. If reasonably necessary for the planning and development of the Master Planned Area, the City agrees to consider initiating the acquisition of permits or property rights necessary to permit the installation of additional water tanks and distribution lines west of

the PCIG Property, which property is presently owned by the U.S. Bureau of Land Management, pursuant to the filing of a request for public purpose.

17. Rocky Mountain Power. Rocky Mountain Power currently provides electrical service to the Annexation Property. The City cannot furnish electrical utility services to consumers in the Annexed Property without receiving consent from Rocky Mountain Power to do so and without reimbursing Rocky Mountain Power for the value of the facilities owned by Rocky Mountain Power which the City must acquire in the Annexation Property. Rocky Mountain Power is preparing an inventory of the facilities in the Annexation Property and the relative value of the facilities to determine a cost that must be paid by the City to reimburse Rocky Mountain Power for the facilities. PCIG will have access to the inventory prepared by Rocky Mountain Power and may comment to the City and Rocky Mountain Power with respect to the values and resulting costs based on the inventory. The City anticipates that it will be necessary to negotiate an agreement with Rocky Mountain Power for a phased purchase of the existing electric utility facilities owned by Rocky Mountain Power before the City may begin providing electric utility services to consumers within the Annexation Property. The City agrees that it shall bear the costs paid to Rocky Mountain Power to acquire the electric utility facilities in the amounts and at the times required in the Purchase Agreement between Rocky Mountain Power and the City; provided, however, that the City shall have the right to recover such costs in full and as paid by the City from PCIG and related property owners deriving a benefit from the purchase of such facilities by the City. The City agrees to consult with the PCIG prior to making any payment to Rocky Mountain Power for the existing electric utility facilities, and to cooperate with the PCIG in making any challenge (whether through formal legal action or otherwise) to the amounts demanded by Rocky Mountain Power for such facilities.

18. Additional Easements. The PCIG 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 PCIG Property. To the extent that the PCIG's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of the PCIG, 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. Notwithstanding the foregoing, the PCIG acknowledge that it is the responsibility of PCIG 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.

19. Agricultural and Agricultural Related Uses of Master Planned Area.

19.1. Generally. The City and the PCIG acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that the Pole Canyon Master Development Plan contemplates that such agricultural and agricultural related uses may continue in portions of the PCIG Property. Agricultural and agricultural related uses which continue under the terms of this Agreement may not be expanded or enlarged beyond the scope of operations in place as of the date of this Agreement and shall not be changed, unless the change is consistent with the Master Development Plan for the Pole Canyon area. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Code.

19.2. Agricultural Use Prior to Development. Without limiting the generality of Section 19.1, and notwithstanding anything herein to the contrary, including the zoning and use provisions referred to herein and in the Pole

Canyon Master Development Plan, until such time as physical development and construction of the PCIG Property begins with respect to a relevant portion of such Property, the PCIG, and/or its successors, assigns, tenants, guests and invitees, shall be permitted to operate the PCIG Property for agricultural purposes, 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. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the PCIG Property, the City will use reasonable efforts to enforce the applicable law against such trespassing parties. Nothing in this Agreement shall be construed to affect or limit any presently permitted hunting, trap and other sport hunting, on land located outside of the PCIG Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the PCIG Property.

20. On-Site Processing of Natural Materials. Notwithstanding anything to the contrary herein, the PCIG, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the PCIG Property such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the PCIG Property. Such natural materials may be used in the construction of infrastructure, homes, or other buildings or improvements located on the PCIG Property and other locations outside the PCIG Property. No extraction, processing or other form of mining activities shall occur within the PCIG Property unless the party performing such activities has obtained necessary permits and approvals prior to commencement of such activities from the City.

21. Future Property Which May be Included in this Agreement.

21.1. Future Property within the Master Planned Area. If the PCIG acquires any additional property in the Master Planned Area, then such future property shall be automatically included within this Agreement at the option of the PCIG, and notice of this Agreement shall be recorded in the chain of title of such property. Any such future property acquired by the PCIG may be rezoned and if the future property is included within a Neighborhood Planning Area, the Maximum Residential Units may be designated at the same density unit rate used in the adjoining area.

21.2. Future Property not within the Master Planned Area. If the PCIG acquires any additional property that is not within the Master Planned Area then such future property may be added to this Agreement if the City determines that the addition of such future property is appropriate in light of its proximity to the Project compatibility and the appropriateness of such a development pattern.

22. Special Conditions.

22.1. WHSSD Agreement. This Agreement specifically incorporates the terms and obligations of three (3) separate agreements which are found to be in the public interest and are required as conditions of annexation of the PCIG Property to the City. The City has concluded an Agreement with the WHSSD providing for the transfer of the properties and facilities of the WHSSD to the City in return for the City assuming service obligations of the WHSSD. PCIG is not a party to this Agreement; however, the Parties acknowledge that the implementation and completion of all transfers required by the WHSSD Agreement are a condition of the City providing service to PCIG properties for future development. The WHSSD Agreement is attached to this Agreement as

Exhibit 10.

22.2 WHWC Transition Agreement. WHWC is a Public Service Commission regulated water utility which is presently under common management and control as the PCIG. The WHWC Transition Agreement with WHWC is attached to this Agreement as Exhibit 12. Completion of the transfers and obligations contemplated by the WHWC Transition Agreement with the City are a condition of the City issuing a development approval as set forth in the WHWC Transition Agreement, and of the City providing any service to PCIG, its properties or developments.

22.3 Local District Agreement. Pole Canyon Local District is a local district of the State of Utah which was formed as a result of an application filed by PCIG for the purpose of providing for the financing of certain public infrastructure within the PCIG Property as described more fully in this Agreement. The Local District Agreement with PCLD and compliance by PCLD with the terms of the Local District Agreement is a material consideration for the City entering this Agreement. PCLD and PCIG, with cooperation by the City where feasible and in the sole discretion of the Council, and as more fully provided in the Local District Agreement, are responsible for the implementation of a financing plan if approved by the City for the public facilities and infrastructure within the PCIG Property. In the event public facilities and infrastructure cannot be timely financed as provided in the Local District Agreement, the City may withhold further development approvals impacted by the applicable infrastructure to be financed until the financing plan is modified by PCIG and approved by the City and implemented.

23. Default.

23.1. Notice. If the PCIG 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 the PCIG.

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

23.2.1. Specify the claimed event of Default;

23.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

23.2.3. Identify why the Default is claimed to be material; and

23.2.4. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

23.3. Remedies. If the parties are not able to resolve the Default through good faith negotiations or through mediation (which both parties agree to submit to upon the request of the other party), then the parties may have the following remedies:

23.3.1. A11 rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance

and/or damages.

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

23.3.3. 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 the PCIG, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

23.3.4. If the cure of any alleged Default can be effectuated by the City because the alleged Default is covered by any security the City may have for the completion of a public improvement then the City may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.

23.4. Notice and Public Meeting. Except for withholding the issuance of a building permit, before any remedy in Section 23.3 may be imposed by the City the party allegedly in Default shall be afforded the right to Notice of a public meeting before the Council and shall have the right to address the Council regarding the claimed Default.

23.5. Emergency Defaults. If the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City, then the City may impose the remedies of Section 23.3 without meeting the negotiation and/or mediation requirements of Section 23.3.

23.6. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

24. Amendment. Any future amendments to this Agreement shall be in writing and signed by the PCIG (or a duly appointed agent of the PCIG, such as OWR) and a duly authorized representative of the City.

25. Assignability. The rights and responsibilities of the PCIG under this Agreement may be assigned in whole or in part by the PCIG, provided that the PCIG shall give Notice to the City of any assignment, and shall further provide such information regarding the assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. If any proposed assignment is for less than all of the PCIG's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, the PCIG 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. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

26. Miscellaneous

26.1. Incorporation of Recitals, Exhibits. The above Recitals and attached Exhibits are hereby incorporated into this Agreement.

26.2. Binding Effect. A short-form notice of this Agreement shall be recorded by the PCIG and the City against the PCIG Property in substantially the form

attached as Exhibit 14 of the Pole Canyon Master Development Plan. This Agreement shall be deemed to run with the PCIG Property, and shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

26.3. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.

26.4. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

26.5. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

26.6. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this

Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26.7. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other part.

26.8. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

26.9. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, including but not limited to attorneys' fees, whether or not legal action is instituted.

26.10. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements.

26.11. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the PCIG or a Subdeveloper, the City will execute an estoppel certificate to any third party, certifying that the PCIG or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26.12. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the PCIG.

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

26.14. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to and is further certified as to being lawful and binding on the City by the signature of the City Attorney.

[Signatures on Next Page.]

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.

CITY:

EAGLE MOUNTAIN CITY, a Utah municipal corporation

By: _____
Heather Anne Jackson, Mayor

ATTEST:

By: _____
Fionnuala B. Kofoed, City Recorder

POLE CANYON INVESTMENT GROUP:

OQUIRRH WOOD RANCH, LLC, a Utah limited liability company

By: Shipp Ventures, Inc., a Utah corporation, its Manager

By:_____
Nathan D. Shipp, President

GSJFJV, LLC, a Utah limited liability company

By: OQUIRRH WOOD RANCH, LLC, a Utah limited liability company, its Manager

By: Shipp Ventures, Inc., a Utah corporation, its Manager

By:_____
Nathan D. Shipp, President

1046624

SCHEDULE ONE

DEFINED TERMS

As used in the Agreement, the words and phrases specified below shall have the following meanings:

Act means the Municipal Land Use Development and Management Act, Utah Code Ann. §§10-9a-101, *et seq.* (2008).

Agreement means this Annexation and Pole Canyon Master Development Agreement, including all of the Exhibits attached hereto.

Annexation Only Property has the meaning given to such term in the Recitals to this Agreement.

Annexation Property has the meaning given to such term in the Recitals to this Agreement.

Applicant means a person or entity submitting a Development Application or other land use application with the City in connection with the PCIG Property.

Backbone Infrastructure means those improvements shown as such in the Pole Canyon Infrastructure Plan and which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Annexed Property and not merely a part of the development of any particular Subdivision or Commercial Site. Backbone Infrastructure are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36-101, *et seq.* (2008).

Building Permit means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure on-site infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

Buildout means the completion of all of the development on all of the Project.

Business Park Planning Area has the meaning given to such term in the Recitals to this Agreement.

CC&R's means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the PCIG Property to be recorded in the chain of title on all or a portion of the PCIG Property, and shall include the Master CC&R's and all "sub" CC&R's.

CUWCD means the Central Utah Water Conservancy District.

City means Eagle Mountain City, a Utah municipal corporation.

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.

City's Code means the Eagle Mountain Municipal Code, which was approved by the Council on October 7, 2008, as the same may be lawfully and properly amended from time to time.

Commercial Planning Area has the meaning given to such term in the Recitals to this Agreement.

Commercial Site means a portion of the Project which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, shopping centers, business parks, or similar multi-building developments on portions of the Project for other commercial and/or industrial developments which are allowed by the applicable Zone as a permitted and/or conditional use.

Commercial Site Plan means the plan submitted to the City for the approval of the development of a Commercial Site.

Community Development Area, or CDA, has the meaning given to such term in Section 9.5.

Council means the elected City Council of the City.

Default means a material breach of this Agreement.

Denied means a formal denial issued by the final decision-making body of the City for a particular type of Development Application and does not include review comments or "redlines" by City staff.

Density means the number of Residential Dwelling Units allowed per acre in each Planning Area.

Design Review Committee shall be the committee authorized pursuant to the Technical Guidelines and/or Master CC&R's to consider and act upon all proposals or plans submitted pursuant to the Technical Guidelines. The Design Review Committee shall have such further rights and duties as are further set forth in the Technical Guidelines and Master CC&R's.

Development Application means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Site, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

Development Report means a report containing the information specified in Sections 4.6 or 4.7 submitted to the City by the PCIG for the development by the PCIG of any Parcel 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 the PCIG.

Economic Development Area, or EDA, has the meaning given to such term in Section 9.5 of this Agreement.

Existing Applicable Building Codes means building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code and the Uniform Fire Code, that are generated by a nationally recognized construction/safety organization, or by the State or Federal governments and are required to alleviate legitimate and bona fide harmful and noxious uses.

Final Plat means the recordable map or other graphical representation of land

prepared in accordance with Utah Code Ann. § 10-9a-603 (2008), and approved by the City, effectuating a Subdivision of any portion of the Project.

General Development Standards means the general development standards relating to the improvement of the PCIG Property, as further set forth in the Technical Guidelines prepared and utilized by the PCIG in connection with the development of the Project, including without limitation, lot configuration, coverage, sizes and types, height limitations, setbacks, building sizes, streets and streetscapes, Open Space, landscaping, storm and other utility plans, lighting, parking, and signage.

Homeowners Association(s) means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

Impact Fees means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. § 11-36-101. *et seq. (20081.*

Intended Uses means the use of all or portions of the Project for single-family and multi-family residential units, institutional and special services, utility related services, automobile related uses, retail or related uses, industrial and related uses, open spaces, parks, trails and other uses, as more fully specified in the Pole Canyon Land Use Plan included as Exhibit 2 of the Pole Canyon Master Development Plan.

Local District Act means Utah Code Ann. § 17B-1-101 *et seq.* (2008).

Local District Agreement means the certain Agreement between the PCLD and the City, as referred to in Section 9.3 and attached as Exhibit 11.

Local Park means a park that is planned and designed as an amenity to serve and necessary for the use and convenience of a particular Planning Area (or a group of related Planning Areas) and which is not a System Improvement, but is counted towards the Open Space requirement set forth in the City's Code and Technical Guidelines.

Master CC&R's means the CC&R's to be recorded in the chain of title on the entire PCIG Property.

Master Planned Area has the meaning given to such term in the Recitals to this Agreement.

Maximum Residential Units means the development on the PCIG Property of a number of Residential Dwelling Units equal to the sum of all of the number of Residential Dwelling Units associated with each Neighborhood Planning Area for purposes of this Agreement, as further identified on the Pole Canyon Master Development Plan.

Neighborhood Planning Area has the meaning given to such term in the Recitals to this Agreement.

Non-City Agency means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project, including without limitation, county or state governmental or quasi-governmental entities charged with oversight for transportation, health, safety, utilities, and so forth.

Notice means any notice to or from any party to this Agreement that is either required or permitted to be given to another party.

Off-Site Infrastructure means those items of public or private infrastructure which may be specified in the Pole Canyon Infrastructure Plan, and which are necessary for development of the PCIG Property such as roads, utilities, and other infrastructure and improvements set forth in Section 9.1, that are not on the site of any portion of the PCIG Property that is the subject of a Development Application.

On-Site Infrastructure means those items of public or private infrastructure specified in the Pole Canyon Infrastructure Plan or as a condition of the approval of a Development Application that are necessary for development of the PCIG Property, such as roads, utilities, and other infrastructure and improvements set forth in Section 9.1, that are located on that portion of the PCIG Property which is subject to a Development Application.

Open Space means those areas, whether publicly or privately owned, (a) without any buildings or other physical improvements, except those customary and/or necessary to

the provision of recreation and those permitted by the City's Code and/or Technical Guidelines, as applicable, (b) any natural break that provides appropriate breaks from building masses or conserves or preserves natural, historic or other amenities with social or cultural values, or (c) which maintain the natural water table level or preserves wetlands. Open Space includes, but is not limited to, those areas identified as Open Space in the Pole Canyon Master Development Plan and/or Technical Guidelines.

Open Space Report means a report containing the information specified in Section 8.5 submitted to the City by the PCIG for the development by the PCIG of any Parcel 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 the PCIG.

OWR means Oquirrh Wood ranch, LLC, a Utah limited liability company.

Parcel means a portion of a Planning Area located within the PCIG Property which is intended to be developed as a particular type of Intended Use.

PCIG means the Pole Canyon Investment Group, and its respective assignees or transferees as permitted by this Agreement.

Petition for Annexation has the meaning given to such term in the Recitals set forth above, and includes the petition(s) filed by the PCIG for purposes of initiating the annexation of the Annexation Property into the City.

Phase means the development of a portion of the Project at a point in a logical sequence as determined by the PCIG.

Planning Area has the meaning given to such term in the Recitals to this Agreement.

Pole Canyon Infrastructure Plan means the portion of the Pole Canyon Master Development Plan identified as the "Pole Canyon Infrastructure Plan," which plan is adopted simultaneously with this Agreement, and shows the Backbone Infrastructure for the PCIG Property, including water, roads, and other infrastructure.

Pole Canyon Local District (or PCLD) means the local district to be formed in accordance with Section 9.3 of this Agreement.

Pole Canyon Master Development Plan means, as further defined in the Recitals to this Agreement, the plan comprising this Agreement and the Exhibits to this Agreement, as the master plan approved by the City in connection with this Agreement and the development of the PCIG Property.

PCIG Property means, as set forth in the Recitals to this Agreement, the approximately two thousand six hundred (2,600) acres either owned or controlled by the PCIG which are a part of Annexed Property and which are more fully described in Exhibit 3.

Project means the development to be constructed on the PCIG Property pursuant to this Agreement with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this Agreement including its Exhibits.

Public Infrastructure and Improvements has the meaning given to such term in Section 9.1 of this Agreement.

Regional Park means a park identified in the City's capital facilities plan, and that is intended to provide services to the community at large such that it would be considered to be a System Improvement. Without limiting the generality of the foregoing, the rodeo grounds contemplated by this Agreement to be constructed on the PCIG Property are expressly included within the definition of a Regional Park.

Residential Dwelling Unit means, for purposes of calculating Density, a unit intended to be occupied for residential living purposes: one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building, condominium or time-share equals one Residential Dwelling Unit.

SAA means Special Assessment Areas created in accordance with the the SAA Act.

SAA Act means Utah Code Ann. § 11-42-101 *et seq.* (2008).

Site Plan means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial Development.

Special Assessment Area or SAA means an area or areas to be created as set forth in Section 9.4 pursuant to State Law, for the purpose of funding the construction of some or all of the On-Site Infrastructure and/or the Off-Site Infrastructure.

Subdeveloper means an entity not "related" (as defined by Internal Revenue Service regulations) to the PCIG which purchases a Parcel for development.

Subdivision means the division of any portion of the Project into a subdivision pursuant to procedures set forth under State Law and/or the City's Code.

Subdivision Application means the application to create a Subdivision.

Subdivision Site Plan means the plan submitted with a Subdivision Application.

Substantial Completion means a point in the progress of a construction project where the work: has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

System Improvement means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §1 l-3 6-102(16) (2008).

Technical Guidelines means those General Development Standards and other guidelines created, implemented, amended and enforced by the PCIG in connection with the Project.

White Hills Subdivision has the meaning given to such term in the Recitals to this Agreement.

WHSSD means White Hills Special Service District.

WHSSD Agreement means the certain Agreement between the PCLD, WHSSD,

and the City, as referred to in Section 9.3 and attached as Exhibit 10.

WHWC means White Hills Water Company, a Utah corporation.

WHWC System Repairs has the meaning given to such term in Section 9.4.1 of this Agreement.

WHWC Transition Agreement means the certain Agreement between the WHWC and the City, as referred to in Section 16.2 and attached as Exhibit 12.

SCHEDULE TWO

Pole Canyon Master Development Plan– Summary of Exhibits

Exhibit 1 – Annexation Property / Annexation Petitions

Exhibit 2 – Master Planned Area / Land Use Element

Exhibit 3 – PCIG Property

Exhibit 4 – Density Allocation

Exhibit 5 – Wet Utility Master Plan

Exhibit 6 – Dry Utility Master Plan

Exhibit 7 – Traffic Impact Study

Exhibit 8 – Open Space and/or Trails

Exhibit 9 – Local District Maps

Exhibit 10 –WHSSD Agreement

Exhibit 11 – Local District Agreement

Exhibit 12 – WHWC Transition Agreement

Exhibit 13 – Additional Exhibits/Maps

Exhibit 14 – Short-Form Notice of Agreement

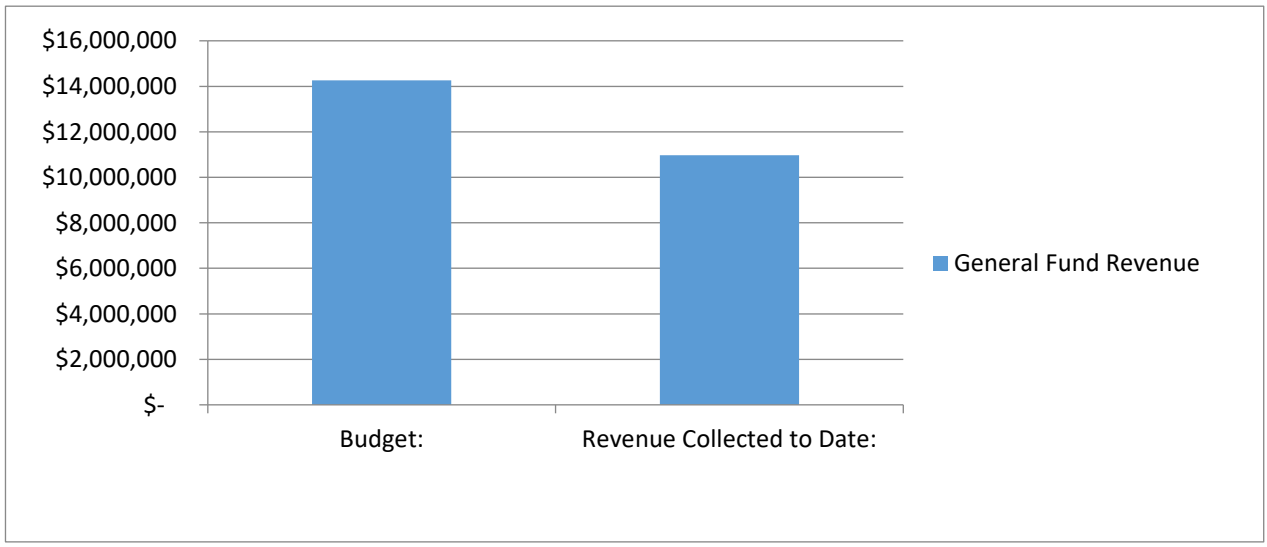
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through January 31, 2019

GENERAL FUND

General Fund Revenues

Budget:	$	14,256,953
Revenue Collected to Date:	$	10,972,019
Percent of Total Budget Collected:		77%
Percent of Year Completed:		58%



Revenue Analysis

Property Taxes: All but delinquet taxes have been received for 2019.

Sales Tax: Trending above budgeted amount for year.

B&C Road Funds: Trending above budgeted amount for year.

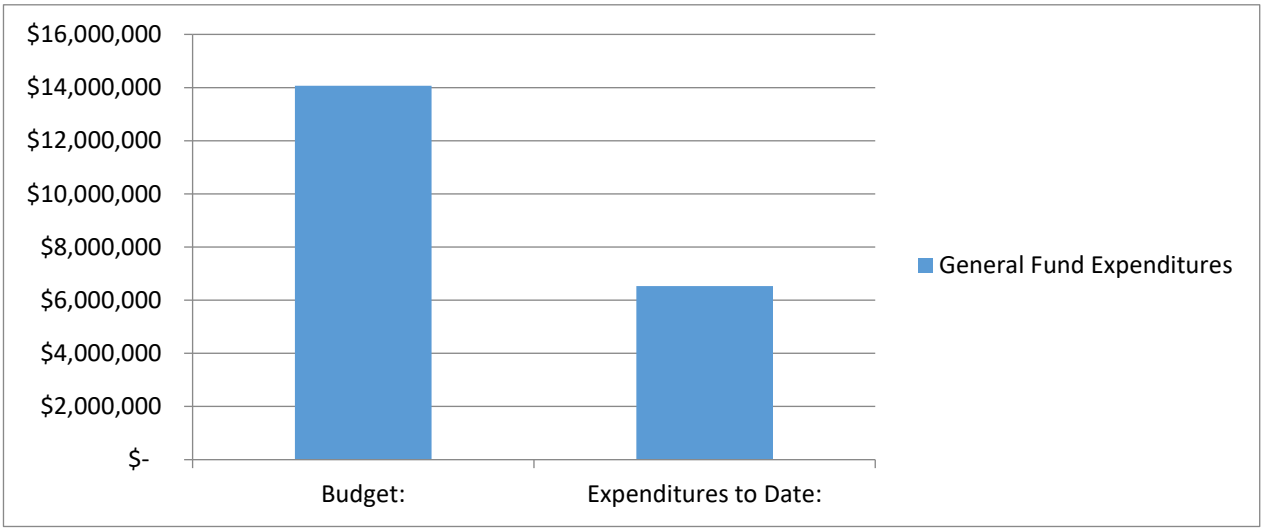
Transfers:

Development: Development revenue outpacing budgeted revenues.

Miscellaneous:

General Fund Expenditures

Budget:	$	14,072,683
Expenditures to Date:	$	6,535,242
Percent of Total Budget Expended:		46%
Percent of Year Completed:		58%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
Sub 11 - General Administration	$ 2,225,000	$ 1,237,452	56%	58%
Sub 18 - Community Services	$ 1,191,318	$ 556,453	47%	58%
Sub 19 - Non-Departmental	$ 1,337,376	$ 662,604	50%	58%
Sub 21/25 - Public Safety	$ 3,206,450	$ 1,642,653	51%	58%
Sub 32 - Planning/Zoning	$ 567,746	$ 398,761	70%	58%
Sub 33 - Building	$ 1,130,528	$ 453,361	40%	58%
Sub 41 - Public Works	$ 4,414,265	$ 1,583,958	36%	58%

Sub 11 - General Administration:

Sub 18 - Community Services:

Sub 19 - Non-Departmental:

Sub 21/25 - Public Safety:

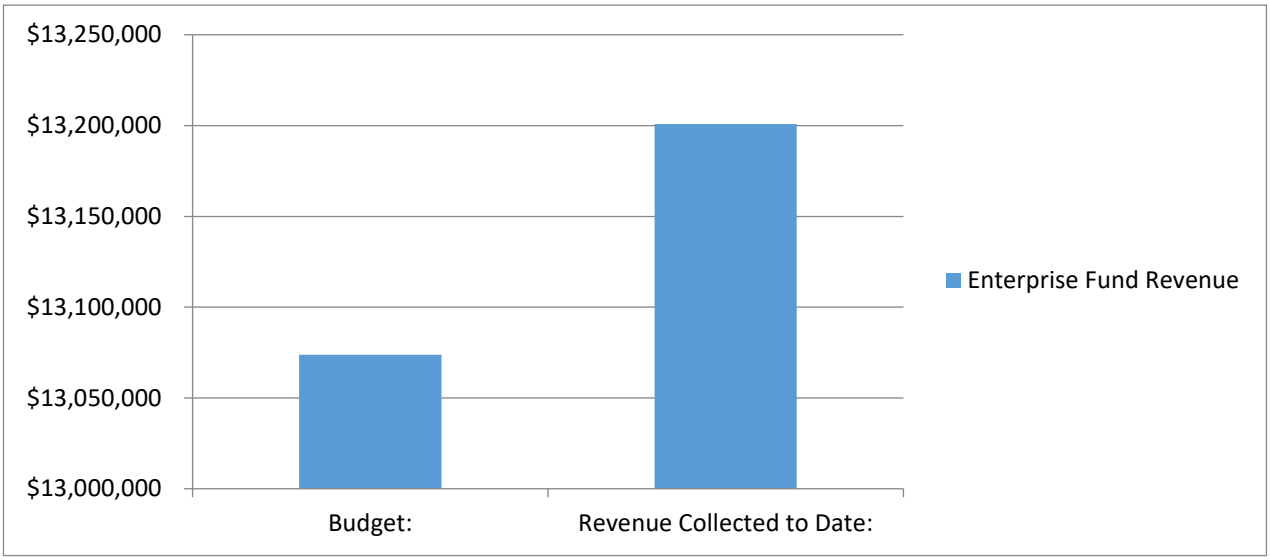
Sub 32/33 - Planning/Zoning/Building: Park Fee-In-Lieu to be reclassed to Capital Projects. Professional Technical expenses related to outside building inspections is lower than budgeted.

Sub 41 - Streets/Parks/Recreation: Improvement projects to begin in Spring 2020.

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget:	$	13,073,800
Revenue Collected to Date:	$	13,200,838
Percent of Total Budget Collected:		101%
Percent of Year Completed:		58%



Revenue Analysis

	Budget	To Date	% Received	% Yr. Completed
Fund 51 - Water Fund	$ 6,178,300	$ 9,169,199	148%	58%
Fund 52 - Wastewater Fund	$ 4,579,000	$ 2,725,724	60%	58%
Fund 57 - Solid Waste Fund	$ 1,523,500	$ 950,579	62%	58%
Fund 59 - Storm Water Fund	$ 793,000	$ 355,336	45%	58%

Fund 51 - Water Fund: Reflects CWP Shares sold and Facebook payments for infrastructure (reimbursed).

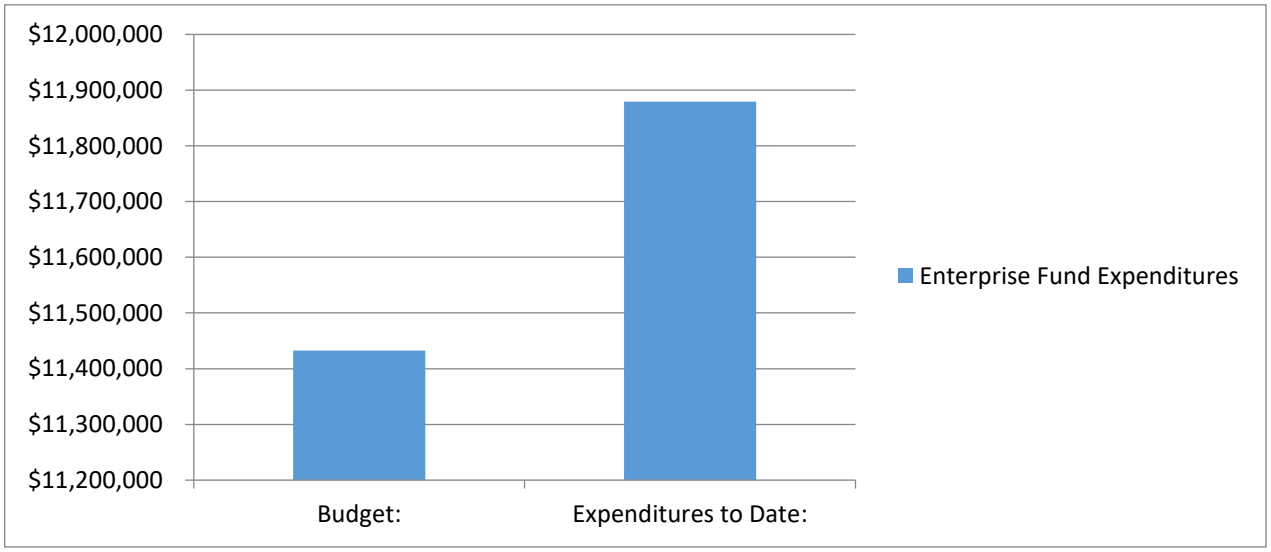
Fund 52 - Wastewater Fund: Reflects Facebook payments for reimbursable infrastructure.

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund: Does not reflect reimbursement from Impact Fee Fund.

Enterprise Fund Expenditures

Budget:	$	11,432,287
Expenditures to Date:	$	11,879,574
Percent of Total Budget Expended:		104%
Percent of Year Completed:		58%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
Fund 51 - Water Fund	$ 5,414,738	$ 6,814,077	126%	58%
Fund 52 - Wastewater Fund	$ 3,788,075	$ 4,062,064	107%	58%
Fund 57 - Solid Waste Fund	$ 1,451,057	$ 676,608	47%	58%
Fund 59 - Storm Water Fund	$ 778,417	$ 326,825	42%	58%

Fund 51 - Water Fund: Reflects CWP shares purchased (revenue attached) and reimbursable Facebook infrastructure projects.

Fund 52 - Wastewater Fund: Reflects reimbursable Facebook infrastructure projects (some carry-over from FY19).

Fund 57 - Solid Waste Fund: Ace Disposal invoice for January not reflected.

Fund 59 - Storm Water Fund: Capital improvement project to occur in spring.

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.
Restricted Balance - current amount that is restricted to pay reimbursement agreements, etc.
Available Balance - amount in the fund that is available for 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 1/31/20	Restricted Balance as of 1/31/20	Available Balance as of 1/31/20	Projected Available Balance by 6/30/20**
Water Impact Fee Fund	$9,827,975	$6,459,125	$3,368,850	$5,585,322
Wastewater Impact Fee Fund	$5,253,406	$6,498	$5,246,908	$5,791,624
Parks/Trails Impact Fee Fund	$1,786,385	$600,190	$1,186,195	$1,896,529
Stormwater Impact Fee Fund	$1,108,703	$276,563	$832,140	$1,022,820
Transportation Impact Fee Fund	$2,302,130	$599,307	$1,702,823	$2,451,077

****Available balance + the average of the future facilities impact fee collected and projected out.**

CITY PROJECT STATUS

Recreation Center	Planning Stage
Three Library Meeting Rooms	Ready to be put out to bid.
CD Bldg Wash Bay	Ready to be put out to bid.
CW Park Improvements	Planning Stage
Trail and Sidewalk Improvements	Planning Stage
City Center Median/Streetscapes	Planning Stage
Skyline Ridge Pavillion	Ordered
Valley View Park Bathrooms	Planning Stage
Northmoor Detention Pond and Park	Planning Stage
City Center Orchard in Paseos	Planning Stage
Woodhaven Park Improvements	Planning Stage
Smith Ranch Park Improvements	Planning Stage
Pony Express Regional Park Bathroom	Completed

***Unaudited figures - adjusting entries will be done throughout the fiscal year.**

UPCOMING AGENDA ITEMS

MARCH 3, 2020

- Hidden Hollow Phase B Amended Site Plan
- Golf Course Clubhouse/Event Barn Site Plan
- Concept Plan Code Amendment (EMMC 16.15.050)

OTHER PROJECTS

- Eagle Mountain Airpark Rezone
- Stratton Estates
- Jeppson Auto
- Administrative Law Judge