



EAGLE MOUNTAIN CITY COUNCIL MEETING

February 15, 2022, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. BID AWARDS

9.A [Eagle Mountain Boulevard Widening Pre-Construction - WW Clyde](#)

10. BOND RELEASES

- 10.A Brandon Park Phase A, Plat 15 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.B Cedar Farm - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.C Harmony Phase A, Plat 3 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.D Brandon Park Phase A, Plat 8 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.E Brandon Park Phase A, Plat 9 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.F Scenic Mountain Phase A, Plat 4 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)

11. MINUTES

- 11.A February 1, 2022 - Regular City Council Meeting
[02.01.2022 City Council Minutes - DRAFT](#)

12. PRELIMINARY PLATS & SITE PLANS

- 12.A [PRELIMINARY PLAT - Parkway Fields Phase A \(Previously known as Founders Square and Ault Farms\)](#)
[Parkway Fields Vicinity Map](#)
[Preliminary Plat - Parkway Fields Phase A](#)
[Ault Farm MDA Exhibit B - Master Plan](#)
[Ault Farm MDA Exhibit C - Zoning Map](#)
[Ault Farm MDA Exhibit G - Parks and Open Space Map](#)
- 12.B [SITE PLAN - Marketplace at Eagle Mountain Town Center \(Lot 11 Pad A\)](#)
[Civil and Landscape Plans](#)
[Elevations](#)

- 12.C SITE PLAN - Wendy's at Marketplace (Lot 7)
 - Site Plan
 - Elevations and Materials Board
 - Marketplace Final Plat
 - Marketplace Overall Site Layout
 - Approved Pad Site Elevations

13. RESOLUTION

- 13.A RESOLUTION - A Resolution of Eagle Mountain City, Utah Authorizing the Finance Director and Treasurer to Make Changes to the Eagle Mountain City's Public Treasurer's Investment Fund (PTIF) Accounts.
 - RES--PTIF Authorized Users
 - Exhibit - Authorized Users

SCHEDULED ITEMS

14. EAGLE MOUNTAIN DATA CAMPUS

- 14.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands known as Eagle Mountain Data Campus.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed ordinance rezones approximately 490 acres from Agricultural to the Regional Technology and Industry (RTI) Overlay Zone to facilitate development of a data center (Utah County ID 59:058:0001 and 59:058:0002). The property is located within a Business Park/Light Industry land use per the City's adopted General Plan Future Land Use Map. The applicant has also presented a Concept Plan for review in conjunction with the rezone request.

ORD--Eagle Mountain Data Campus Rezone
Future Land Use Map and Zoning
Concept Plan
Infrastructure Map

- 14.B DISCUSSION - Eagle Mountain Data Campus Concept Plan

15. RUSH CREEK

- 15.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands known as Rush Creek.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed ordinance rezones approximately 38.8 acres from Agricultural to the Light Manufacturing

Distribution (LMD) Zone. The application also includes a request for Preliminary Plat approval for a 15-lot industrial subdivision (Utah County ID 59:034:0009).

ORD--Rush Creek Rezone
Preliminary Plat
Concept Plan
Trail Exhibit

15.B MOTION - Rush Creek Preliminary Plat

16. **ORDINANCE**

16.A ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 6.10 Animal Zoning Regulations.

BACKGROUND: *(Presented by Senior Planner Tayler Jensen)* The ordinance defines and clarifies the number of livestock permitted on residentially zoned property. This item was tabled at the February 1, 2022 City Council meeting.

ORD--EMMC 6.10 Animal Zoning Regulations
6.10 Animal Code Changes - Redlines

17. **RESOLUTIONS**

17.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amended and Restated Oquirrh Mountain Master Development Agreement.

BACKGROUND: *(Presented by Community Development Director Steve Mumford)* The proposed resolution amends and restates (replaces) the Oquirrh Mountain Master Development Agreement. The 120 acre project is located south of Lone Tree and north of Overland on the west side of Pony Express Parkway. The agreement documents the terms of the approval.

RES--Oquirrh Mountain Ranch Second Amended and Restated MDA
Oquirrh Mountain Amended & Restated MDA
OMR - Land Use Plan
OMR - Open Space Plan
OMR - Zoning Exhibit
OMR - NoD Exhibit

17.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Issuance and Sale of Not More Than \$20,000,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2022; Fixing the Maximum Aggregate Principal Amount of the Bonds; The Maximum Number of Years Over Which the Bonds May Mature, the

Maximum Interest Rate Which the Bonds May Bear, and the Maximum Discount From Par at Which the Bonds May be Sold; Providing for the Publication of a Notice of Public Hearing and Bonds to be Issued; Providing for the Running of a Contest Period; Authorizing the Execution by the City of a General and Supplemental Indenture of Trust, and Other Documents Necessary for the Issuance of the Series 2022 Bonds; Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transaction Contemplated by this Resolution; and Related Matters.

BACKGROUND : *(Presented by Staff)* The proposed resolution is for the issuance of Sales Tax Revenue Bonds, Series 2022, to finance road and sewer system improvements and all related improvement, and setting a public hearing for March 15th, 2022.

RES--Parameters Resolution Sales Tax Rev Bonds 2022

Exhibit B--First Supplemental Indenture - Eagle Mt Sales Tax Rev Bonds 2022

Exhibit B--General Indenture - Eagle Mt Sales Tax Rev Bonds 2022

Exhibit C--Bond Purchase Agreement - Eagle Mt City Sales Tax Rev Bonds 2022

18. CITY COUNCIL/MAYOR'S BUSINESS

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

19. 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.

20. COMMUNICATION ITEMS

20.A Upcoming Planning Items
CI--Upcoming Agenda Items

21. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 10th day of February, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	Eagle Mountain Boulevard Widening Pre-Construction - WW Clyde		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$35,700 estimated		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council award a bid to WW Clyde for the Eagle Mountain Boulevard Pre-Construction project.

BACKGROUND:

Eagle Mountain City awarded the design bid for the Eagle Mountain Widening project to CRS engineering at the January 18 City Council meeting. In order to meet the completion time of widening this roadway by the end of the 2022 construction season, City staff felt it would be necessary to use a design/build method of completing the project. For this particular project, the City decided to go with a Construction Manager/General Contractor, also known as CM/GC type of build. In this alternative method, the City selects a contractor early in the process to assist the design team in identifying lead items that will be needed earlier in the project so that the design team can prepare the needed documents for those particular items and stage the project rather than have one complete design package presented to contractors. The first step in this project will be to award a bid for pre-construction services. The City will also award bids in the future for an earthwork package, utilities procurement and finally construction services. Typically the construction services contract is awarded to the contractor that has teamed with the City during the design process, but the City will still have the option to bid out the project should we not be comfortable with the pricing we receive. This is part of one ultimate complete bid package.

The City received two proposals for the pre-construction services,

one from WW Clyde and another from Kenny Seng. After evaluating the two proposals, WW Clyde ranked slightly higher, based mostly on their extensive resume with CM/GC projects and because as a larger, company it was felt that they would have more ability to pull on additional resources if needed to complete the project on time.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



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

Monday, February 7, 2022

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

SUBJECT: Brandon Park phase "A" plat 15 into warranty Bond Release

City Recorder:

The above referenced 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



BOND RELEASE REQUEST LETTER
Brandon Park ph "A" plat 15 Bond

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

3rd Bond Release	
Original Bond Amount:	\$ 1,116,749.33
Previous Release Amount:	\$ 784,272.90
Amount to Release this Period:	\$ 230,953.76
Amount Remaining in Bond:	\$ 101,522.67

Bond Releases Summary	
#1	\$ 465,351.52
#2	\$ 318,921.38
#3	\$ 230,953.76
#4	\$ -
TOTAL	\$ 1,015,226.66

2/7/2022

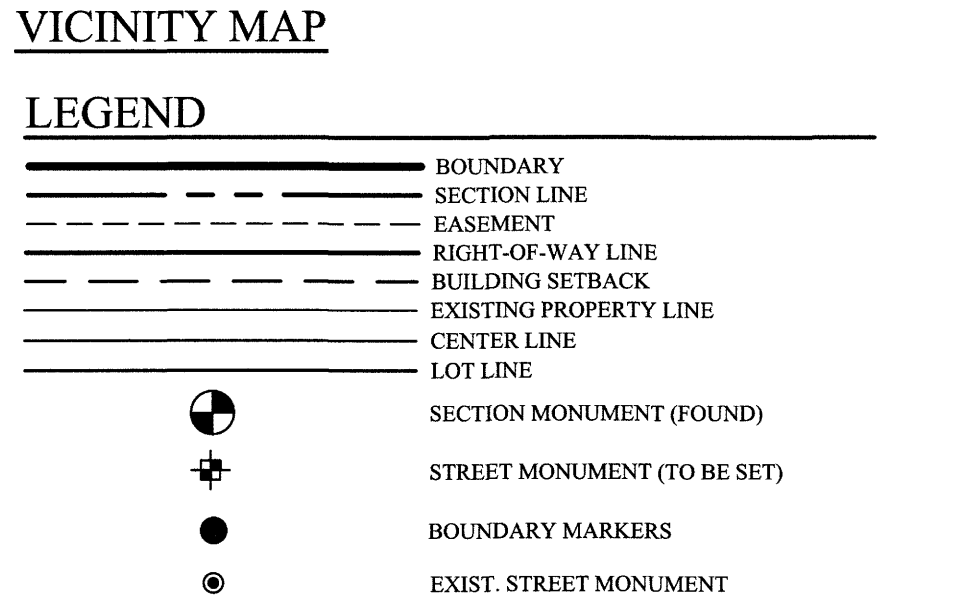
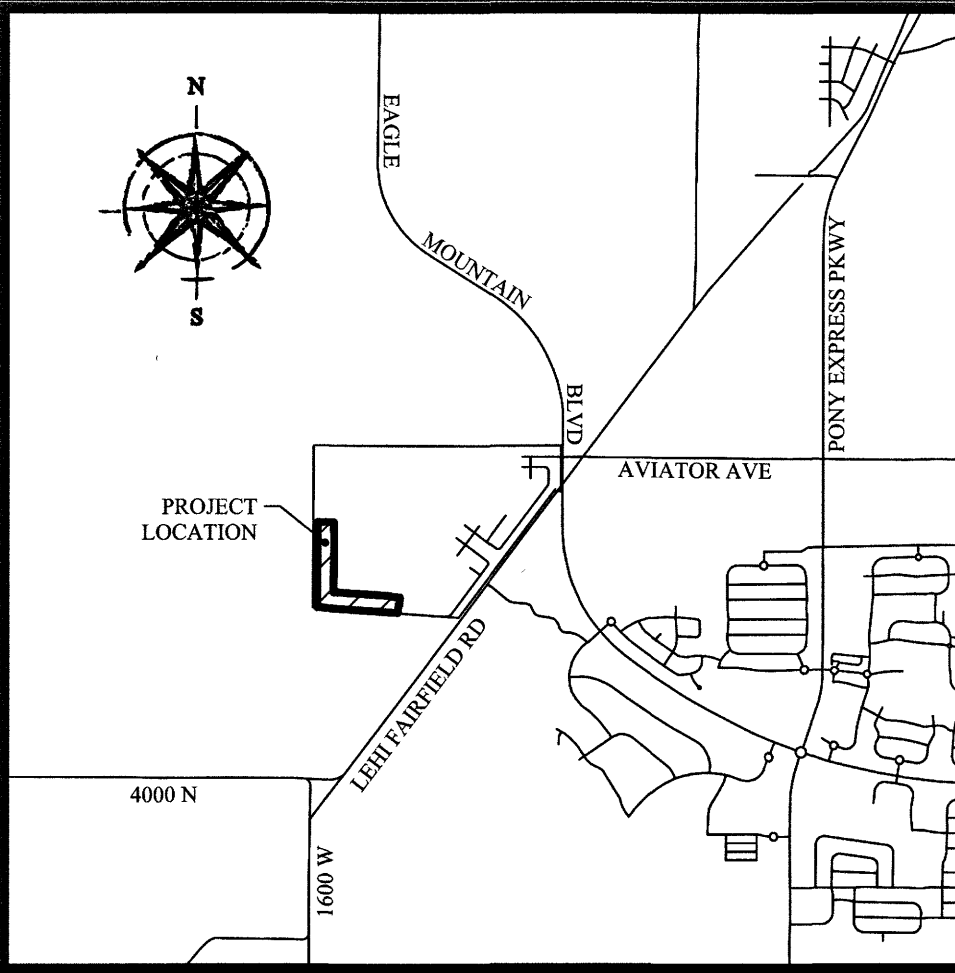
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.									
a	SWPPP	1	LS	\$5,000.00	\$5,000.00	1	0.5	100%	\$2,500.00	\$5,000.00
2	ROADWAY IMPROVEMENTS									
a	3 inch Surface Course	66516	SF	\$1.86	\$123,719.76	0	66516	100%	\$123,719.76	\$123,719.76
b	6 inch Road base(also behind curb)	66516	SF	\$0.80	\$53,212.80	0	66516	100%	\$53,212.80	\$53,212.80
c	9 inch sub-base(e-fill)9behind curb)	66516	SF	\$0.70	\$46,561.20	0	66516	100%	\$46,561.20	\$46,561.20
d	30" curb & gutter	7184	LF	\$7.00	\$50,288.00	7,184	0	100%	\$0.00	\$50,288.00
e	Sidewalk	49014	SF	\$2.00	\$98,028.00	49,014	0	100%	\$0.00	\$98,028.00
f	Street/stop signs	3	EA	\$350.00	\$1,050.00	3	0	100%	\$0.00	\$1,050.00
g	ADA access ramps for trail	4	EA	\$1,240.00	\$4,960.00	0	4	100%	\$4,960.00	\$4,960.00
3	CULINARY WATER									
a	8" culinary water c-900	2109	LF	\$20.00	\$42,180.00	2,109	0	100%	\$0.00	\$42,180.00
b	8" gate valve	6	EA	\$1,750.00	\$10,500.00	6	0	100%	\$0.00	\$10,500.00
c	8" Tee	9	EA	\$900.00	\$8,100.00	9	0	100%	\$0.00	\$8,100.00
d	8" bend	6	EA	\$600.00	\$3,600.00	6	0	100%	\$0.00	\$3,600.00
e	Fire Hydrant	6	EA	\$5,500.00	\$33,000.00	6	0	100%	\$0.00	\$33,000.00
f	3/4" water service	42	EA	\$1,100.00	\$46,200.00	42	0	100%	\$0.00	\$46,200.00
4	STORM DRAIN									
a	15" RCP	2767	LF	\$33.80	\$93,524.60	2,767	0	100%	\$0.00	\$93,524.60
b	18" RCP	396	LF	\$42.00	\$16,632.00	396	0	100%	\$0.00	\$16,632.00
c	36" RCP	1721	LF	\$85.40	\$146,973.40	1,721	0	100%	\$0.00	\$146,973.40
d	Duracrete #30 box	7	EA	\$102.00	\$714.00	7	0	100%	\$0.00	\$714.00
e	8" PVC pipe	234	LF	\$26.00	\$6,084.00	234	0	100%	\$0.00	\$6,084.00
f	Combo box	10	EA	\$5,600.00	\$56,000.00	10	0	100%	\$0.00	\$56,000.00
g	Curb inlet 2x3	3	EA	\$2,100.00	\$6,300.00	3	0	100%	\$0.00	\$6,300.00
h	60" manhole	9	EA	\$3,490.00	\$31,410.00	9	0	100%	\$0.00	\$31,410.00
5	SEWER									
a	10" Sewer pipe	2189	LF	\$30.10	\$65,888.90	2,189	0	100%	\$0.00	\$65,888.90
b	4" sewer laterals	42	EA	\$950.00	\$39,900.00	42	0	100%	\$0.00	\$39,900.00
c	48" sewer manholes	6	EA	\$3,500.00	\$21,000.00	6	0	100%	\$0.00	\$21,000.00
d	60" sewer manholes	1	EA	\$4,400.00	\$4,400.00	1	0	100%	\$0.00	\$4,400.00
TOTAL CONSTRUCTION COST					\$1,015,226.66					
10% Bond Coverage					\$101,522.67					
TOTAL BOND AMOUNT:					\$1,116,749.33				Released this Period	\$230,953.76

Christopher T. Trusty P.E.
Engineering Director

Date

Robert Ballif
Engineering Tech.

2/7/22
Date



NOTES

- 75 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
- PARCELS A, B, C, D, E, AND F ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
- PARCELS A, B, C, D, E, AND F ARE IN THEIR ENTIRETY PUBLIC UTILITY EASEMENTS.

DOMINION ENERGY UTAH

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 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 Owner 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.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 1 day of June, 2021. Questar Gas Company
By Shirley Eldridge
Title Per-Con

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.

Wendy Wilford 6/1/2021
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER

- 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.
- 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

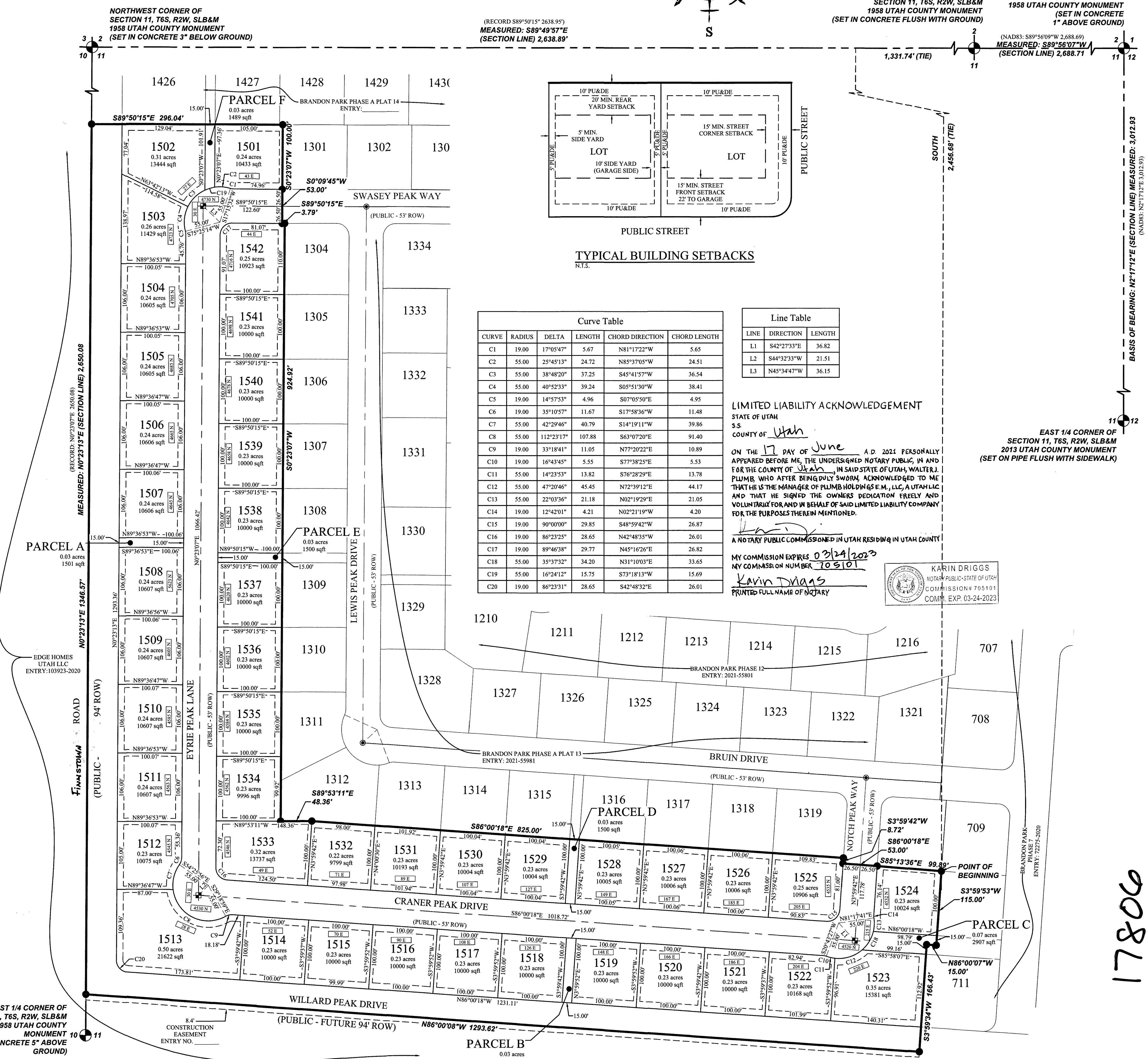
Deborah Williams 6/1/21
ROCKY MOUNTAIN POWER DATE

OWNER/DEVELOPER
EDGE HOMES
13702 S 200 W B12
DRAAPER, UTAH 84020
(801) 910-2066
CONTACT: BRANDON PARR

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

SITE TABULATIONS

• TOTAL # OF LOTS:	42 LOTS
• TOTAL ACRES:	13.49 ACRES
• TOTAL ROAD ACRES (ASPHALT):	1.53 ACRES
• TOTAL OPEN SPACE:	0.22 ACRES
• TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
• TOTAL ACRES IN ROW:	2.90 ACRES
• AVERAGE LOT SIZE:	0.25 ACRES OR 10,787 SQFT.
• LARGEST LOT SIZE:	0.50 ACRES OR 21,689 SQFT.
• SMALLEST LOT SIZE:	0.22 ACRES OR 9,799 SQFT.
• OVERALL DENSITY:	3.11 UNITS/ACRE



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 183395 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements and have subdivided said tract of land into lots, and streets, together with easements, and the same has, or will be correctly surveyed, and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Evan J. Wood
EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 183395

DATE 05/26/2021

BOUNDARY DESCRIPTION

A part of the NW1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Westerly line of BRANDON PARK PLAT A, PHASE 7, according to the Official Plat thereof recorded May 28, 2020 as Entry No. 72275:2020 in the Office of the Utah County Recorder, located N89°49'57"W along the Section line 1,331.74 feet and South 2,456.68 feet from the North 1/4 Corner of Section 11, T6S, R2W, SLB&M; thence along said plat the following three (3) courses: 1) S03°59'53"W 115.00 feet; 2) N86°00'07"W 15.00 feet; 3) S03°59'34"W 166.43 feet; thence N86°00'08"W 1,293.62 feet to the section line; thence along said section line N00°23'13"E 1,346.57 feet; thence S89°50'15"E 296.04 feet; thence S00°23'07"W 100.00 feet; thence S00°09'45"W 53.00 feet; thence S89°50'15"E 3.79 feet; thence S00°23'07"W 924.92 feet; thence S89°53'11"E 48.36 feet; thence S86°00'18"E 825.00 feet; thence S03°59'42"W 8.72 feet; thence S86°00'18"E 53.00 feet; thence S85°13'36"E 99.89 feet to the point of beginning.

Contains: 16.05 acres +/-

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
Edge Homes Utah, LLC
Steve Maddox
PLUMB HOLDINGS E.M., L.L.C.
WALTER J. PLUMB

AUTHORIZED SIGNATURE(S)
Steve Maddox
Walter J. Plumb

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Utah

ON THE 17 DAY OF June, A.D. 2021 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, WALTER J. PLUMB, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE MANAGER OF PLUMB HOLDINGS E.M., L.L.C., A UTAH L.L.C. AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

Walter J. Plumb
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN UTAH COUNTY

MY COMMISSION EXPIRES 03/24/2023
MY COMMISSION NUMBER 705101
Karin Driggs
PRINTED FULL NAME OF NOTARY

KARIN DRIGGS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 705101
COMM. EXP. 03-24-2023

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 2 DAY OF June, A.D. 2021 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: 07/10/2021
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 699954
Shelley Mae King
PRINTED FULL NAME OF NOTARY

SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 699954
COMM. EXP. 07-10-2021

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 2 DAY OF July, 2021.

APPROVED BY MAYOR
Tommy Thompson

APPROVED BY CITY ATTORNEY
Shelley Mae King

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

BRANDON PARK
PHASE A, PLAT 15
SUBDIVISION
LOCATED IN THE NW1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

COUNTY RECORDER SEAL

ENT 127108:2021 Map # 17806
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 JUL 19 3:19 PM Fee \$146.00
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR'S SEAL
PROFESSIONAL LAND SURVEYOR
No. 183395
EVAN J. WOOD
STATE OF UTAH

NOTARY PUBLIC SEAL
No. 265092
CHRISTOPHER TODD
TRUSTY
STATE OF UTAH

CITY-COUNTY ENGINEER SEAL
No. 183395
EVAN J. WOOD
STATE OF UTAH

CORPORATE SEAL
EAGLE MOUNTAIN CITY
EST. 1996
STATE OF UTAH

17806



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

Wednesday, January 26, 2022

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

SUBJECT: Cedar Farms into warranty Bond Release

City Recorder:

The above referenced 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



BOND RELEASE REQUEST LETTER
Cedar Farms

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

1st Bond Release	
Original Bond Amount:	\$ 64,702.00
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 58,820.00
Amount Remaining in Bond:	\$ 5,882.00

Bond Releases Summary	
#1	\$ 58,820.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 58,820.00

1/26/2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	CULINARY WATER									
a	C-900 8" water main	20	LF	\$25.00	\$500.00	0	20	100%	\$500.00	\$500.00
b	C-900 6" water main	10	LF	\$22.00	\$220.00	0	10	100%	\$220.00	\$220.00
c	1" water service	2	EA	\$2,500.00	\$5,000.00	0	2	100%	\$5,000.00	\$5,000.00
d	8" gate valve	1	EA	\$1,800.00	\$1,800.00	0	1	100%	\$1,800.00	\$1,800.00
e	6" gate valve	1	EA	\$1,500.00	\$1,500.00	0	1	100%	\$1,500.00	\$1,500.00
f	Fire Hydrant	1	EA	\$6,000.00	\$6,000.00	0	1	100%	\$6,000.00	\$6,000.00
g	16" water main tap	1	LS	\$4,000.00	\$4,000.00	0	1	100%	\$4,000.00	\$4,000.00
h	Trench fill	60	TON	\$25.00	\$1,500.00	0	60	100%	\$1,500.00	\$1,500.00
i	16"x16"x8" tapping saddle	1	EA	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
j	8"x6" reducer	1	EA	\$300.00	\$300.00	0	1	100%	\$300.00	\$300.00
k	Collars for valves	2	EA	\$500.00	\$1,000.00	0	2	100%	\$1,000.00	\$1,000.00
l	Excavation of roadway	1	LS	\$35,000.00	\$35,000.00	0	1	100%	\$35,000.00	\$35,000.00
m	Testing	1	LS	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
TOTAL CONSTRUCTION COST					\$58,820.00					
10% Bond Coverage					\$5,882.00					
TOTAL BOND AMOUNT:					\$64,702.00					
						Released this Period			\$58,820.00	

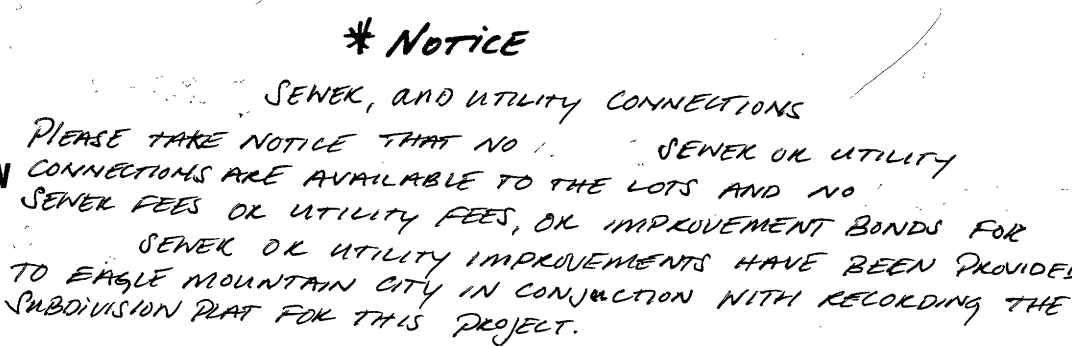

Christopher T. Trusty P.E.
Engineering Director

1/26/22
Date


Robert Ballif
Engineering Tech. 1

1/26/22
Date

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH



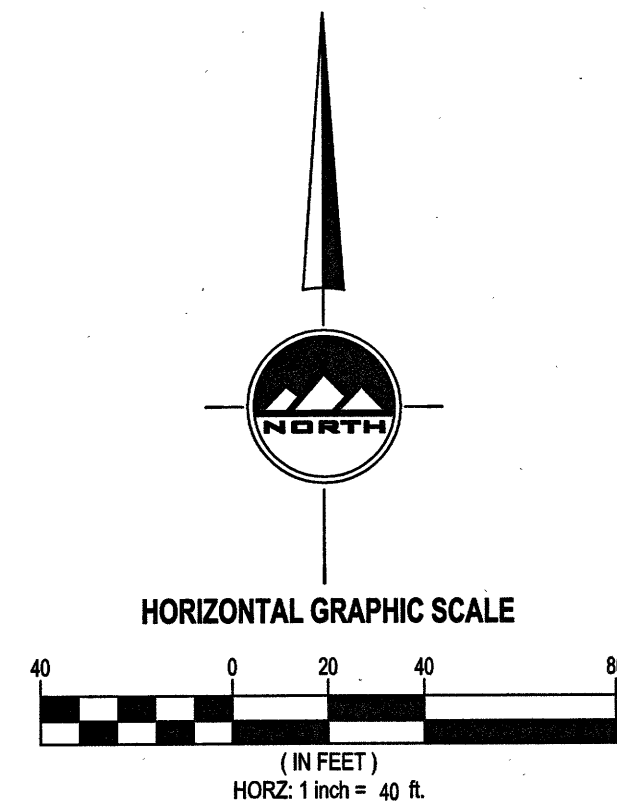
ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTILITY CODE ANN. § 54-3-27, THIS PLAT CONVEYS TO THE OWNER(S) OR OWNERS OF THE UTILITY THE PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND INTERESTS THEREIN.
2. PURSUANT TO UTA CODE ANN. § 17-22-6, EACH OF THE ROCKY MOUNTAIN POWER AGREES TO DELIVER OF THE PUE AS DESCRIBED IN THIS PLAT AND AGREES THIS PLAT SOLELY FOR THE PURPOSE OF EASEMENT AND THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND NOT PRIVATE INTERESTS. EACH ROCKY MOUNTAIN POWER MAY REGULATE OTHER EASEMENTS IN ORDER TO SECURE THE EASEMENT.
3. THIS AGREEMENT DOES NOT HERE BY GRANT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - a. A RECORDING EASEMENT OF PLAT OF UNIT.
 - b. THE LAW APPLICABLE TO PROPERTY TAXES.
3. TITLE OF CHAPTER 6A, DIVISION TO UNDERGROUND UTILITY FACILITIES OR
24. ANY OTHER PROVISION OF LAW.

	SQUARE FEET	ACRES	ADDRESS
LOT 1	116,512	2.67	5029 N Lake Mountain Road
LOT 2	121,405	2.79	5067 N Lake Mountain Road

LEGEND

	EXISTING STREET MONUMENT
	PROPOSED STREET MONUMENT
	SECTION CORNER
	SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPEL "ENGIN. ENG. & LAND SURV."
	BOUNDARY LINE
	SECTION LINE
	CENTER LINE
	EASEMENT LINE



I, Justin R. Jenkins, do hereby certify that I am a registered Land Surveyor, and that I hold a license, Certificate No. 5162844, in accordance with the Professional Engineers and Land Surveyors Licensing Act passed in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the Owners, I have made a careful and exact tract of land of the Owners, as shown on the attached plat, and that I have made all necessary measurements and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I further certify that I have caused to be filed within 30 days of recordation of this plat, a map of survey I have completed with the Utah County Surveyor.

A parcel of land lying and situate in the Southeast Quarter of Section 6, Township 6 South, Range 1 West, Salt Lake Base and Meridian for which the Basis of Bearing is N89°45'20"W 2677.84' between the South Quarter Corner and the South East Corner of said Section. More particularly described as follows:

Beginning at the South quarter corner of Section 6, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running;
THENCE coincident with the West line of the Southeast Quarter of said Section 6, North 00°04'27" West 375.65 feet;
THENCE parallel with the South line of the Southeast Quarter of said Section 6, South 89°45'20" East 657.88 feet more or less to the Westerly Right-of-Way line of Lake Mountain Road;

1. THENCE coincide with said Western right-of-Way line the following (in) by course:
- a. Southerly 69.01 feet along the E of S 443.10 feet radius non-tangent curve to the right (center bears North 88°16'58" West and the long chord bears South 68°03'46" West 69.99 feet through a central angle of 04°41'23");
 - b. THENCE South 82°24'28" West 121.20 feet;
 - c. THENCE Southerly 168.39 feet along the E of S 3,898.66 feet radius tangent curve to the left (center bears South 81°39'02" East and the long chord bears South 07°01'24" West 188.37 feet through a central angle of 02°40'07") more or less to the South line of the Southeast Quarter of said Section 6;
- THENCE coincident with the South line of the Southeast Quarter of said Section 6, North 89°45'20" East 769.37 feet; to the Point of Beginning.

Contains 237,917 square feet or 5.46 acres

12-10-19
DATE


JUSTIN R. JENKINS
P.L.S. 5152644

Know all men by these presents that we the two undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

do hereby dedicate for perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within the subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof the parties have hereunto set their signatures this 25 day of August A.D., 2021

By: Jeff Scott _____ By: Karen Scott _____

STATE OF UTAH)
County of Salt Lake) S.S.

On the 25 day of August, A.D., 2020, Jeff Scott and, Karen Scott
personally appeared before me, the undersigned Notary Public, in and for said County of Wasatch in the State
of Utah.

MY COMMISSION EXPIRES: 3/09/2024
David B. Lopez RESIDING IN Utah COUNTY.
 NOTARY PUBLIC

The described tract of land hereon is subject to a Deed of Trust in favor of _____. By the lender's signature below, the lender consents to dedication for perpetual use of the public all parcels of land shown on this plat as intended for public use and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust in favor of the dedication to the land to public use.

By: _____ ENT 201742:2020 Map # 17451
_____ JEFFERY SMITH
_____ UTAH COUNTY RECORDER
_____ 2020 Dec 27 4:41 pm FEE 54.00 BY MA
_____ RECORDED FOR EAGLE MOUNTAIN CITY

STATE OF UTAH)
COUNTY OF SALT LAKE) S.S.

On this _____ day of _____, 20____, personally appeared before me _____
Who being by me duly sworn did say that he/she is the _____ of _____
a _____, and that the foregoing instrument was signed in behalf of said national banking association and he
acknowledged to me that said national banking association executed the same.

NOTARY PUBLIC _____
My Commission Expires: _____
Residing in _____ County,

THE CITY COUNCIL OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS HEREON, 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 25 DAY OF March, A.D. 2020

CITY MAYOR _____

CITY RECORDER _____

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYORS SEAL
 PROFESSIONAL LAND SURVEYOR
 12-10-79
 No. 5152644
 JUSTIN R.
 JENKINS
 STATE OF UTAH

NOTARY PUBLIC
 FUNDRAISER
 COMMERCIAL
 COIN EXCHANGE
 STATE OF UTAH

CIVIL ENGINEERS SEAL
 3RD PROFESSIONAL ENGINEER
 No. 16707
 CHRISTOPHER TODD
 TOSTY
 5-17-79
 STATE OF UTAH

CLERK-RECORDER SEAL
 CLERK-RECORDER
 STATE OF UTAH

SEC 6-6-1W TM 038 JT



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

Tuesday, February 8, 2022

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

SUBJECT: Harmony Phase "A" plat 3 into warranty Bond Release

City Recorder:

The above referenced 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



BOND RELEASE REQUEST LETTER
Harmony phase "A" plat 3 Bond

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

1st Bond Release	
Original Bond Amount:	\$ 224,842.97
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 204,402.70
Amount Remaining in Bond:	\$ 20,440.27

Bond Releases Summary	
#1	\$ 204,402.70
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 204,402.70

2/8/2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.									
a	SWPPP	1	LS	\$5,000.00	\$5,000.00	0	1	100%	\$5,000.00	\$5,000.00
2	ROADWAY IMPROVEMENTS									
a	3" Asphalt Roadway	18197	SF	\$1.30	\$23,656.10	0	18197	100%	\$23,656.10	\$23,656.10
b	6" road base	21904	SF	\$0.55	\$12,047.20	0	21904	100%	\$12,047.20	\$12,047.20
c	9" subbase	21904	SF	\$0.85	\$18,618.40	0	21904	100%	\$18,618.40	\$18,618.40
d	4" sidewalk w/6" of compacted base	1012	SF	\$21.00	\$21,252.00	0	1012	100%	\$21,252.00	\$21,252.00
e	ADA ramps & placards	6	EA	\$650.00	\$3,900.00	0	6	100%	\$3,900.00	\$3,900.00
f	30" Curb & Gutter modified	1059	LF	\$21.00	\$22,239.00	0	1059	100%	\$22,239.00	\$22,239.00
g	Street Signs	2	EA	\$200.00	\$400.00	0	2	100%	\$400.00	\$400.00
h	Stop signs	3	EA	\$200.00	\$600.00	0	3	100%	\$600.00	\$600.00
3	CULINARY WATER									
a	8" C-900 water line "x" fittings	183	LF	\$28.00	\$5,124.00	0	183	100%	\$5,124.00	\$5,124.00
b	8" gate valve w/collar	4	EA	\$1,400.00	\$5,600.00	0	4	100%	\$5,600.00	\$5,600.00
c	12" C-900 water line	548	LF	\$34.00	\$18,632.00	0	548	100%	\$18,632.00	\$18,632.00
d	12" gate valve w/collar	4	EA	\$2,000.00	\$8,000.00	0	4	100%	\$8,000.00	\$8,000.00
e	Air relief valve	2	EA	\$2,000.00	\$4,000.00	0	2	100%	\$4,000.00	\$4,000.00
f	2" service	1	EA	\$2,000.00	\$2,000.00	0	1	100%	\$2,000.00	\$2,000.00
g	3/4" service	2	EA	\$1,100.00	\$2,200.00	0	2	100%	\$2,200.00	\$2,200.00
h	2" temp blow off	2	EA	\$1,000.00	\$2,000.00	0	2	100%	\$2,000.00	\$2,000.00
i	4" temp blow off	1	EA	\$1,400.00	\$1,400.00	0	1	100%	\$1,400.00	\$1,400.00
j	Connect to existing 12"	1	EA	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
k	Connect to existing 8"	1	EA	\$700.00	\$700.00	0	1	100%	\$700.00	\$700.00
l	Fire Hydrant	1	EA	\$4,200.00	\$4,200.00	0	1	100%	\$4,200.00	\$4,200.00
4	SEWER									
a	8" sewer main	132	LF	\$26.00	\$3,432.00	0	132	100%	\$3,432.00	\$3,432.00
b	48" Sewer manholes	1	EA	\$2,600.00	\$2,600.00	0	1	100%	\$2,600.00	\$2,600.00
c	6" Sewer lateral	1	EA	\$800.00	\$800.00	0	1	100%	\$800.00	\$800.00
d	4" Sewer services	1	EA	\$650.00	\$650.00	0	1	100%	\$650.00	\$650.00
e	Connection to existing manhole	1	EA	\$700.00	\$700.00	0	1	100%	\$700.00	\$700.00
f	Connect to existing stub	1	EA	\$500.00	\$500.00	0	1	100%	\$500.00	\$500.00
5	STORM DRAIN									
a	15" storm drainpipe	368	LF	\$25.00	\$9,200.00	0	368	100%	\$9,200.00	\$9,200.00
b	18" storm drainpipe	50	LF	\$28.00	\$1,400.00	0	50	100%	\$1,400.00	\$1,400.00
c	24" storm drainpipe	57	LF	\$36.00	\$2,052.00	0	57	100%	\$2,052.00	\$2,052.00
d	60" Storm drain manholes	2	EA	\$3,000.00	\$6,000.00	0	2	100%	\$6,000.00	\$6,000.00
e	Flared end section	1	EA	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
f	2'x3' catch basin	3	EA	\$2,300.00	\$6,900.00	0	3	100%	\$6,900.00	\$6,900.00
g	Connection to existing	1	EA	\$600.00	\$600.00	0	1	100%	\$600.00	\$600.00
h	Temp retention pond	1200	CY	\$5.00	\$6,000.00	0	1200	100%	\$6,000.00	\$6,000.00
TOTAL CONSTRUCTION COST					\$204,402.70					
10% Bond Coverage					\$20,440.27					
TOTAL BOND AMOUNT:					\$224,842.97				Released this Period	\$204,402.70

Christopher T. Trusty P.E.
Engineering Director

Date

Robert Ballif
Engineering Tech. 1

2/8/22
Date



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

Wednesday, February 2, 2022

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

SUBJECT: **Brandon Park phase "A" plat 8 out of warranty Bond Release**

City Recorder:

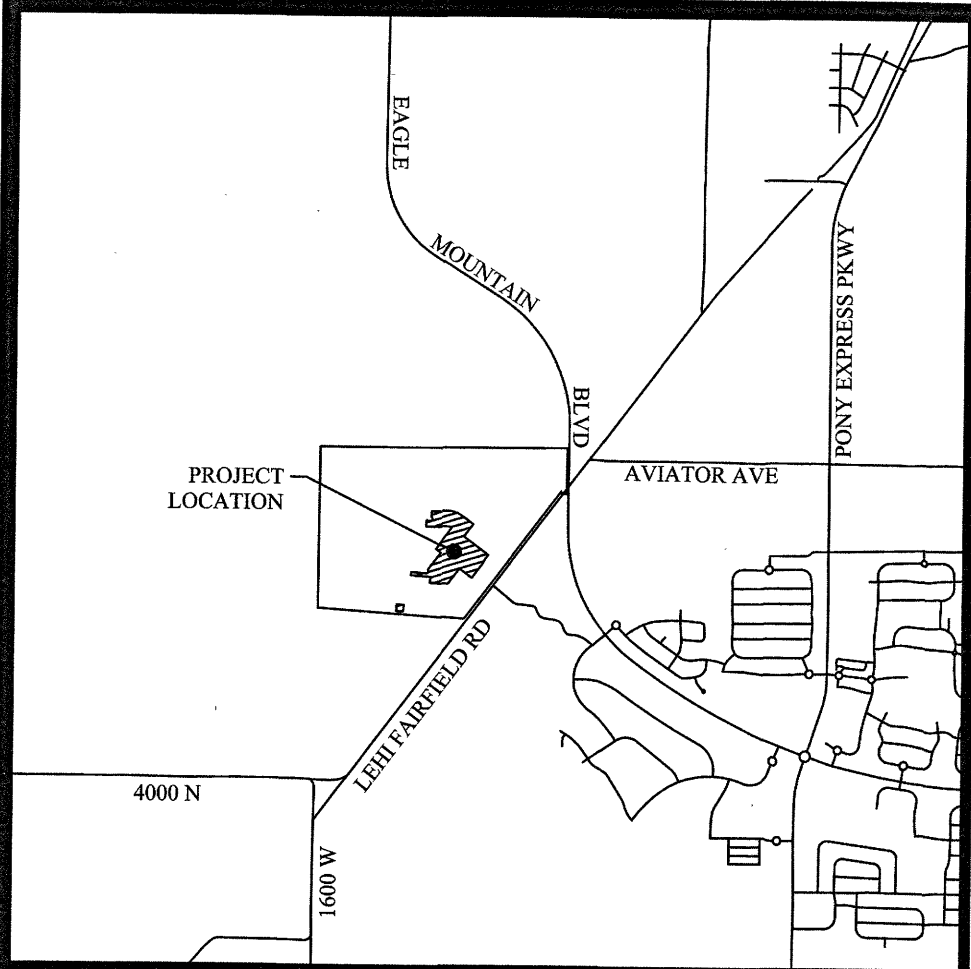
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

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

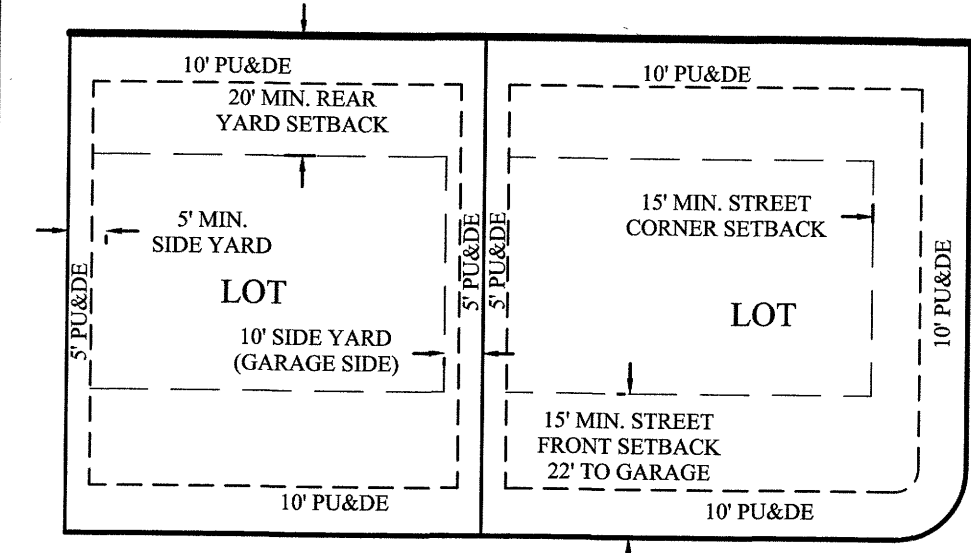
Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S.



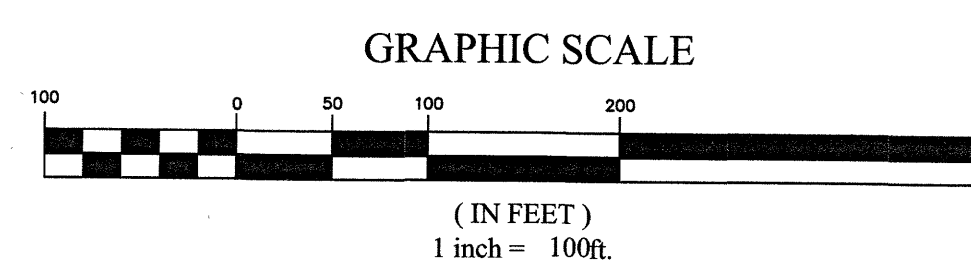
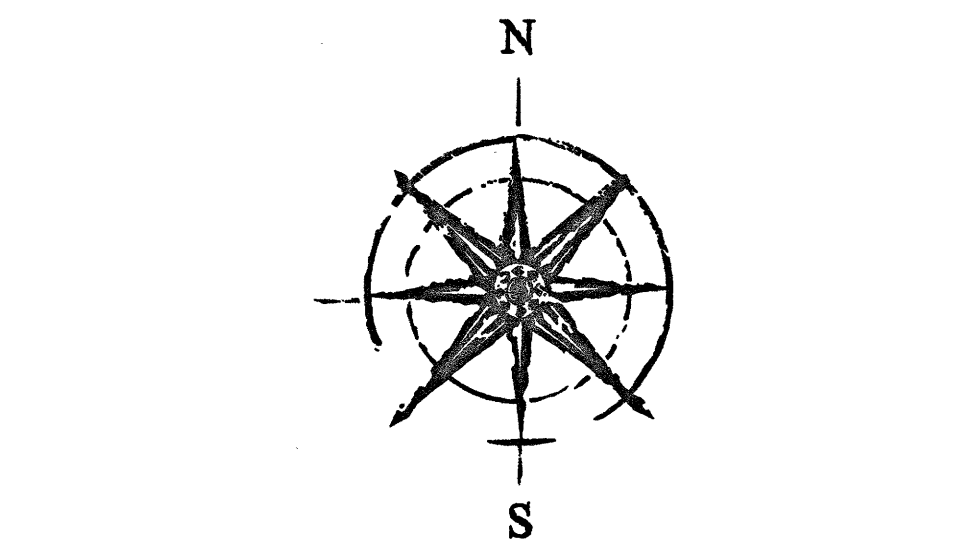
TYPICAL BUILDING SETBACKS
N.T.S.

- 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)
 - BOUNDARY MARKERS

- NOTES**
- #5X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
 - PARCEL A IN ITS ENTIRETY IS A PUBLIC UTILITY EASEMENT.

SITE TABULATIONS

TOTAL # OF LOTS:	49 LOTS
TOTAL ACRES:	16.00 ACRES
TOTAL ACRES IN LOTS:	11.74 ACRES
TOTAL OPEN SPACE:	0.05 ACRES
TOTAL ACRES IN ROW:	4.23 ACRES
AVERAGE LOT SIZE:	0.24 ACRES OR 10,421 SQFT.
LARGEST LOT SIZE:	0.38 ACRES OR 16,809 SQFT.
SMALLEST LOT SIZE:	0.21 ACRES OR 9,000 SQFT.
OVERALL DENSITY:	3.06 UNITS/ACRE

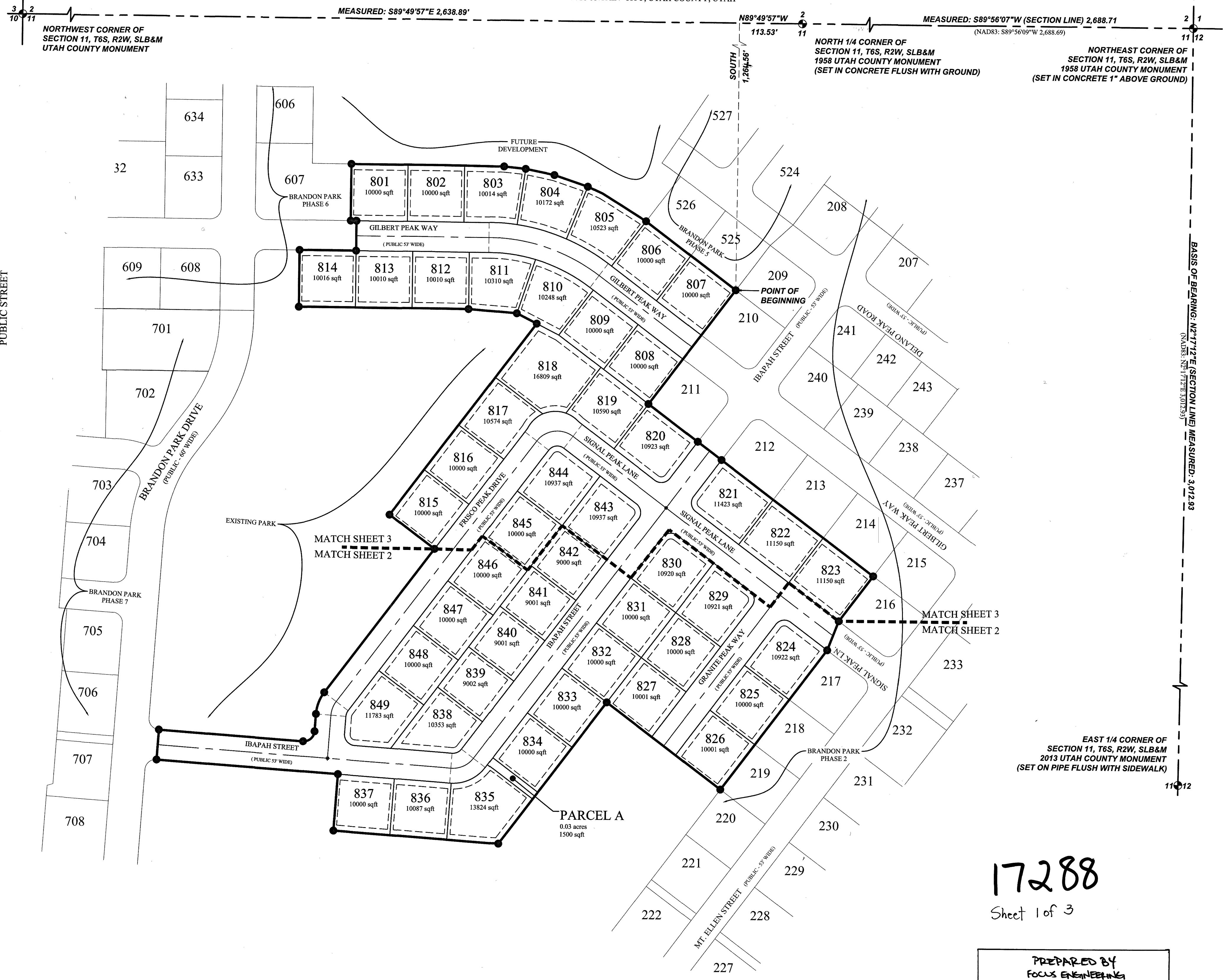


BRANDON PARK

PHASE A PLAT 8

SUBDIVISION

LOCATED IN THE NW 1/4 & NE 1/4 OF SECTION 11, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



EAST 1/4 CORNER OF SECTION 11, T6S, R2W, SLB&M 2013 UTAH COUNTY MONUMENT (SET ON PIPE FLUSH WITH SIDEWALK)

BASIS OF BEARING: N27°12'E (SECTION LINE) MEASURED: 3,012.93
(NAD83: N27°12'E 3,012.93)

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.
Wanda C. Calkins
DIRECT COMMUNICATIONS
DATE: Aug 5, 2020

Dominion Energy Utah
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 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 Owner 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.
QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH
Approved this 5 day of August, 2020 Questar Gas Company
By *Quincy Eldridge*
Title *Pre-Con*

PREPARED BY
FOCUS ENGINEERING
649 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84049
801-352-6075

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
Brad Kell
ROCKY MOUNTAIN POWER
DATE: Aug 5, 2020

SHEET 1 OF 3

SURVEYOR'S CERTIFICATE
I, Spencer W. Llewellyn, 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. Llewellyn
Professional Land Surveyor
Certificate No. 10516507
Date: 06/28/2020

BOUNDARY DESCRIPTION
Located in the NW 1/4 & NE 1/4 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 N89°49'57"W along the Section line 113.53 feet and South 1,264.56 feet from the North 1/4 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 S36°58'28"W 253.00 feet; thence S53°01'33"E 110.00 feet; thence S53°01'34"E 53.00 feet; thence S53°01'33"E 338.00 feet; thence S36°58'28"W 100.00 feet; thence S21°10'19"W 55.08 feet; thence S36°58'28"W 310.00 feet; thence N53°01'22"W 253.01 feet; thence S36°58'38"W 314.51 feet; thence N86°00'07"W 291.60 feet; thence N03°59'53"E 100.00 feet; thence N86°00'07"W 321.50 feet; thence N03°59'53"E 53.00 feet; thence S86°00'07"E 255.47 feet; thence along the arc of a curve to the left with a radius of 19.00 feet a distance of 29.85 feet through a central angle of 90°00'00" Chord: N48°59'53"E 26.87 feet; thence N03°59'53"E 30.71 feet; thence along the arc of a curve to the right with a radius of 72.00 feet a distance of 41.44 feet through a central angle of 32°58'46" Chord: N20°29'16"E 40.87 feet; thence N86°58'38"E 319.40 feet; thence N53°01'22"W 100.00 feet; thence N36°58'38"E 425.34 feet; thence N62°58'05"W 39.62 feet; thence N85°27'59"W 84.95 feet; thence N89°50'15"W 10.34 feet; thence N00°09'45"E 100.09 feet; thence S89°50'15"E 100.07 feet; thence N00°09'45"E 53.00 feet; thence N89°50'15"W 10.34 feet; thence N00°09'45"E 100.00 feet; thence S78°32'17"E 51.79 feet; thence S71°17'49"E 62.63 feet; thence S65°30'38"E 28.81 feet; thence S58°02'24"E 91.02 feet; thence S53°01'33"E 200.00 feet to the point of beginning.
Contains: 16.00 +/- acres

ENT 146887-2020 Map & 17288
JEFFERY SMITH
COUNTY RECORDER
2020 Sep 24 3:35 PM FEE: 250.00 BY: M
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: *Edge Homes Utah, LLC*
AUTHORIZED SIGNATURE(S): *Steve Maddox*
August 7, 2020

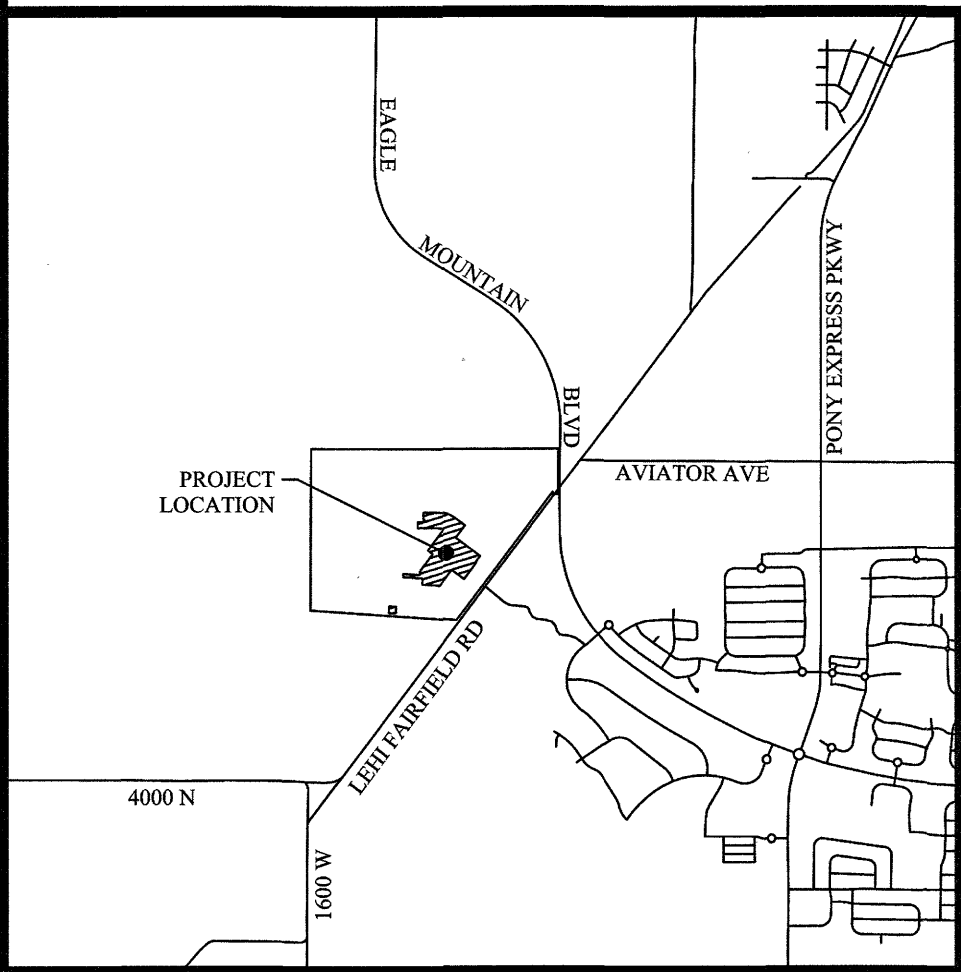
LIMITED LIABILITY ACKNOWLEDGMENT
STATE OF UTAH
S.S. COUNTY OF Utah
ON THE 7 DAY OF August, A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Steve Maddox, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Edge Homes Utah, LLC of Manager L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.
MY COMMISSION EXPIRES: 10/01/2021
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY
PRINTED FULL NAME OF NOTARY: *Shelley Mae King*

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 27 DAY OF August, 2020.
APPROVED BY MAYOR: *Ronna Burnham*
APPROVED BY CITY ATTORNEY: *Shelley Mae King*
ATTEST BY CITY RECORDER: *Christophertood*
(SEE SEAL BELOW)

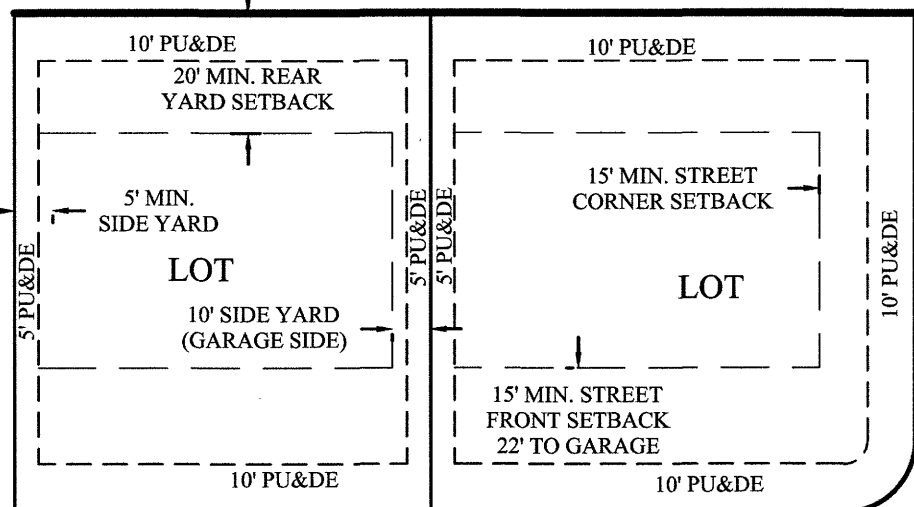
BRANDON PARK
PHASE A PLAT 8
SUBDIVISION
LOCATED IN THE NW 1/4 & NE 1/4 OF SECTION 11, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY RECORDER SEAL	COUNTY RECORDER SEAL
<i>Spencer W. Llewellyn</i> No. 10516507 06/28/2020 STATE OF UTAH	<i>Shelley Mae King</i> No. 26954 08/07/2020 UTAH	<i>Christophertood</i> No. 26954 08/07/2020 STATE OF UTAH	<i>Eagle Mountain City</i> EST. 1995 STATE OF UTAH

2020-19-0285 Brandon Park Phase 8 Design 13-0285 Using Sheets C2 - FINAL PLAT PHASE 8.dwg
SEC 11 T6S R2W TU 088 JT



VICINITY MAP



TYPICAL BUILDING SETBACKS
N.T.S.

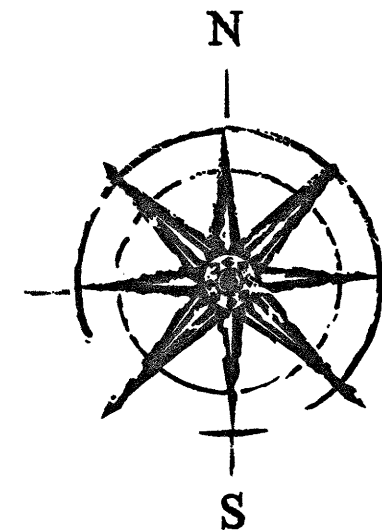
LEGEND

	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)
	BOUNDARY MARKERS

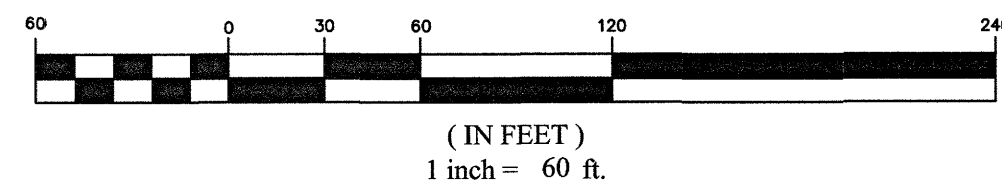
BRANDON PARK

PHASE A PLAT 8

SUBDIVISION
LOCATED IN THE NW 1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



GRAPHIC SCALE



NOTES

- #5X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
- PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
- PARCEL A IN ITS ENTIRETY IS A PUBLIC UTILITY EASEMENT.

Line Table		
LINE	DIRECTION	LENGTH
L1	N36°58'38"E	15.00
L2	S36°58'28"W	15.00

ENR 146887:2020 Map # 17288
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 24 3:39 pm FEE 250.00 BY HA
RECORDED FOR EAGLE MOUNTAIN CITY

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	325.00	36°48'42"	208.81	N71°25'54"W	205.23
C2	351.50	7°57'56"	48.87	S85°51'17"E	48.83
C3	298.50	15°57'01"	83.10	N81°51'45"W	82.83
C4	351.50	14°47'42"	90.76	S74°28'28"E	90.51
C5	298.50	20°51'41"	108.68	N63°27'24"W	108.08
C6	351.50	14°03'04"	86.20	S60°03'05"E	85.99
C7	45.50	89°59'48"	71.47	S81°58'33"W	64.34
C8	45.50	32°58'46"	26.19	S20°29'16"W	25.83
C9	45.50	57°01'25"	45.28	N65°29'10"E	43.44
C10	19.00	89°59'59"	29.85	N81°58'27"E	26.87
C11	19.00	90°00'01"	29.85	S08°01'33"E	26.87
C12	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C13	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C14	24.00	9°07'34"	3.82	S48°27'46"E	3.82
C15	55.00	27°07'16"	26.03	S57°27'37"E	25.79
C16	19.00	89°59'48"	29.84	S81°58'33"W	26.87
C17	55.00	43°23'28"	41.65	N87°17'01"E	40.66
C18	55.00	37°44'12"	36.22	N46°43'11"E	35.57
C19	24.00	9°07'34"	3.82	N32°24'52"E	3.82
C20	19.00	32°58'46"	10.94	S20°29'16"W	10.79
C21	19.00	90°00'00"	29.85	S41°00'07"E	26.87
C22	19.00	57°01'25"	18.91	N65°29'10"E	18.14
C23	72.00	2°07'47"	2.68	N87°04'01"W	2.68
C24	72.00	54°53'38"	68.98	S64°25'17"W	66.37
C25	19.00	90°00'12"	29.85	N08°01'27"W	26.87
C26	19.00	89°59'48"	29.84	S81°58'33"W	26.87

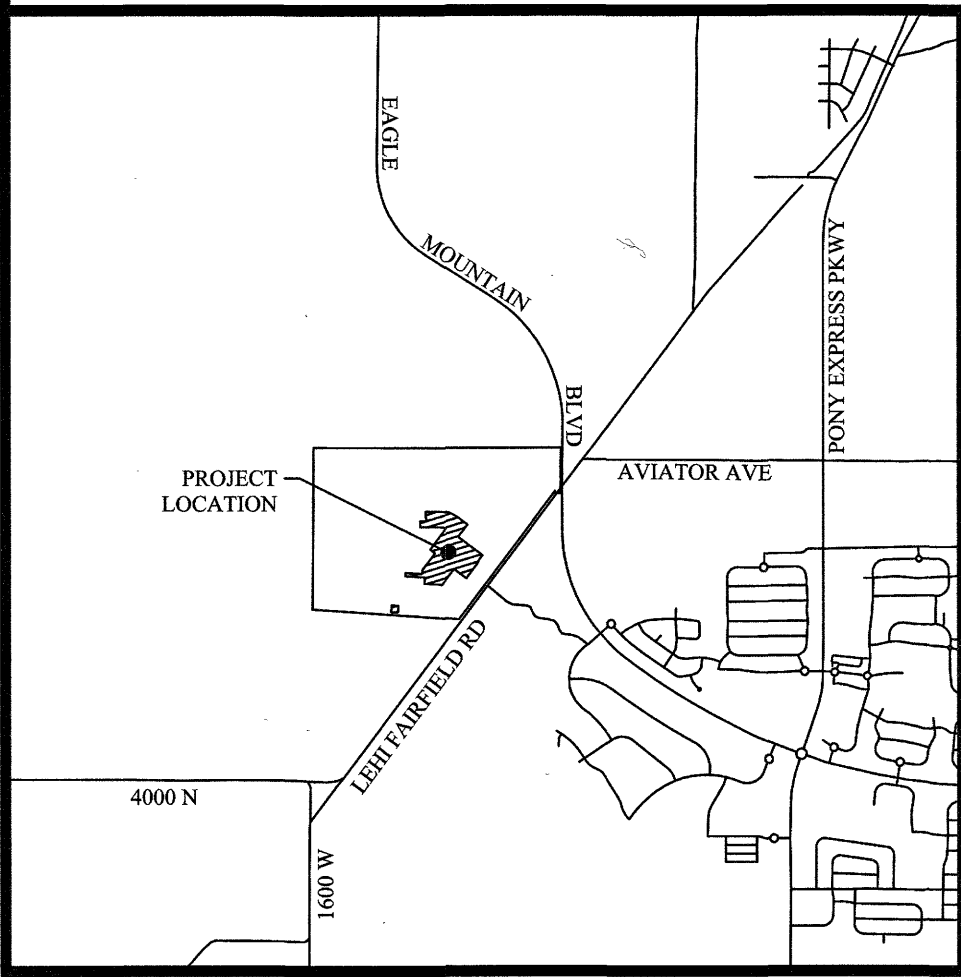
BRANDON PARK

PHASE A PLAT 8

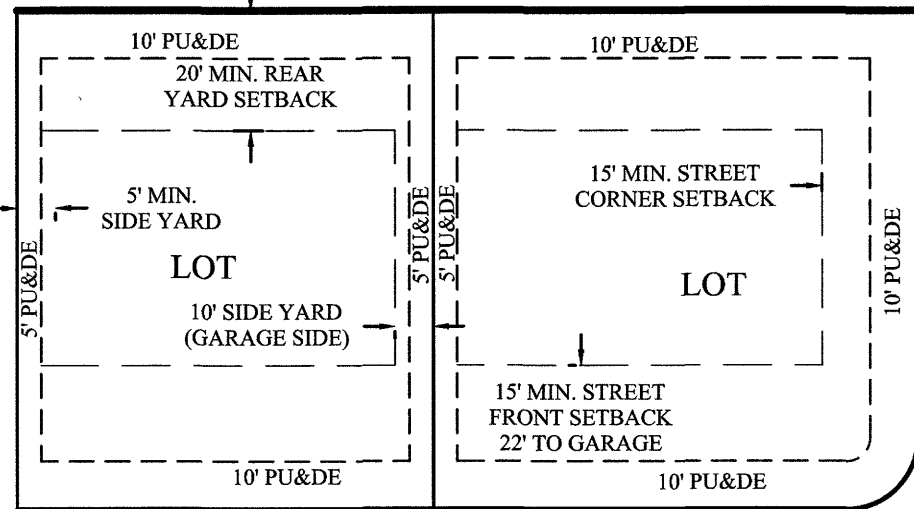
SUBDIVISION
LOCATED IN THE NW 1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL 	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL 	COUNTY RECORDER SEAL
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17288
Sheet 2 of 3



VICINITY MAP



PUBLIC STREET

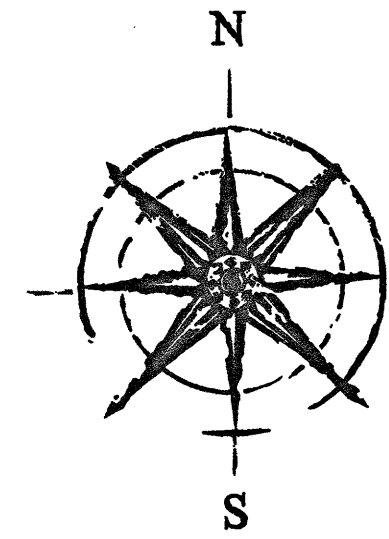
TYPICAL BUILDING SETBACKS
N.T.S.

BRANDON PARK

PHASE A PLAT 8

SUBDIVISION

LOCATED IN THE NW 1/4 OF SECTION 11, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

NOTES

- #5X24" REBAR & CAP (FOCUS ENO) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
- PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
- PARCEL A IN ITS ENTIRETY IS A PUBLIC UTILITY EASEMENT.

ENT 146887-2020 Map # 17288
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 24 3:39 PM FEE 250.00 BY NA
RECORDED FOR EAGLE MOUNTAIN CITY

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	325.00	36°48'42"	208.81	N71°25'54"W
C2	351.50	7°57'56"	48.87	S85°51'17"E
C3	298.50	15°57'01"	83.10	N81°51'45"W
C4	351.50	14°47'42"	90.76	S74°28'28"E
C5	298.50	20°51'41"	108.68	N63°27'24"W
C6	351.50	14°03'04"	86.20	S60°03'05"E
C7	45.50	89°59'48"	71.47	S81°58'33"W
C8	45.50	32°58'46"	26.19	S20°29'16"W
C9	45.50	57°01'25"	45.28	N65°29'10"E
C10	19.00	89°59'59"	29.85	N81°58'27"E
C11	19.00	90°00'01"	29.85	S08°01'33"E
C12	19.00	89°59'59"	29.85	S81°58'27"W
C13	19.00	90°00'01"	29.85	N08°01'33"W
C14	24.00	9°07'34"	3.82	S48°27'46"E
C15	55.00	27°07'16"	26.03	S57°27'37"E
C16	19.00	89°59'48"	29.84	S81°58'33"W
C17	55.00	43°23'28"	41.65	N87°17'01"E
C18	55.00	37°44'12"	36.22	N46°43'11"E
C19	24.00	9°07'34"	3.82	N32°24'52"E
C20	19.00	32°58'46"	10.94	S20°29'16"W
C21	19.00	90°00'00"	29.85	S41°00'07"E
C22	19.00	57°01'25"	18.91	N65°29'10"E
C23	72.00	2°07'47"	2.68	N87°04'01"W
C24	72.00	54°53'38"	68.98	S64°25'17"W
C25	19.00	90°00'12"	29.85	N08°01'27"W
C26	19.00	89°59'48"	29.84	S81°58'33"W

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)
- BOUNDARY MARKERS

17288
Sheet 3 of 3

BRANDON PARK

PHASE A PLAT 8

SUBDIVISION

LOCATED IN THE NW 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



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

Wednesday, February 2, 2022

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

SUBJECT: **Brandon Park phase "A" plat 9 out of warranty Bond Release**

City Recorder:

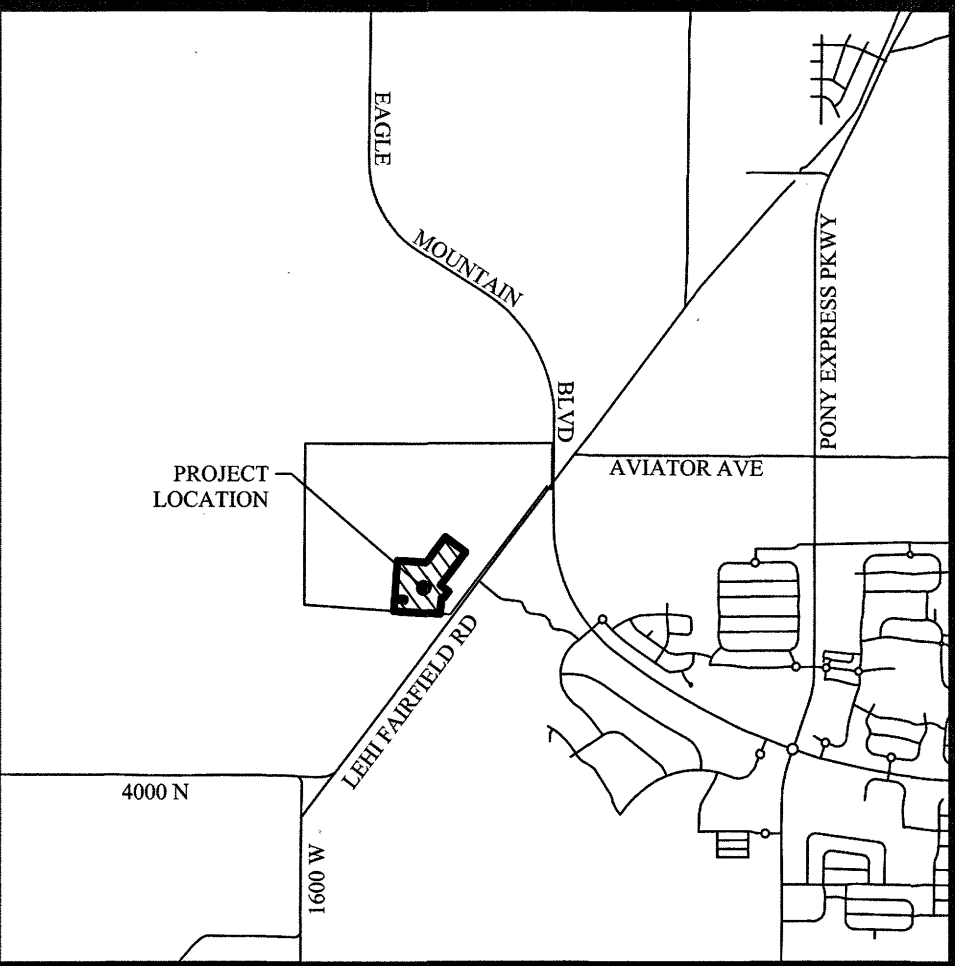
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

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



VICINITY MAP
N.T.S.

LEGEND

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

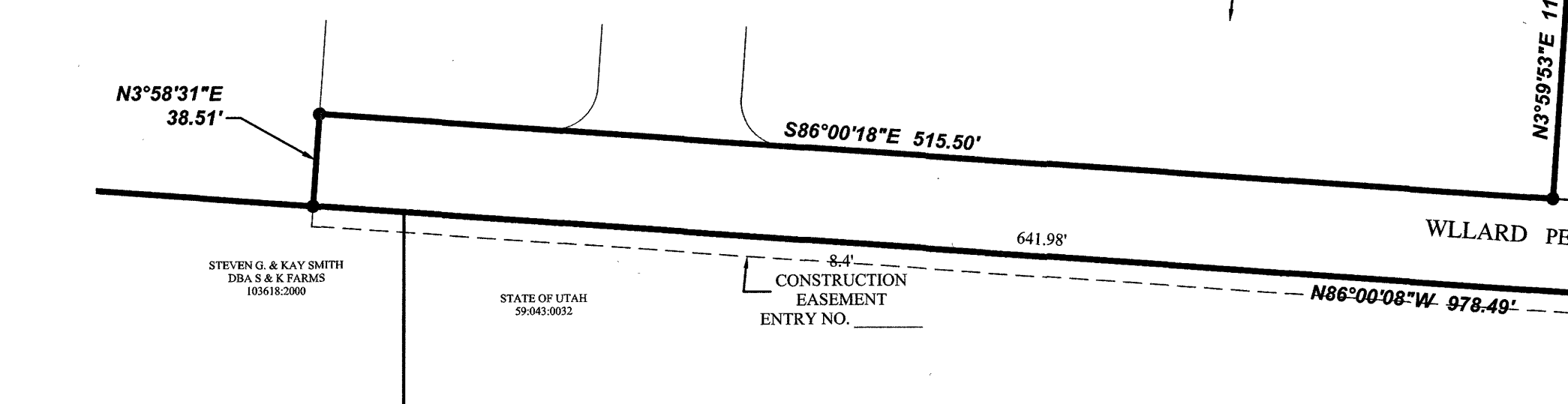
- NOTES
- #5X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
 - PARCEL A & B ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
 - PARCEL A & B ARE IN THEIR ENTIRETY A PUBLIC UTILITY AND TRAIL EASEMENT.

SITE TABULATIONS

TOTAL # OF LOTS:	21 LOTS
TOTAL ACRES:	7.96 ACRES
TOTAL ACRES IN LOTS:	5.44 ACRES
TOTAL OPEN SPACE:	0.07 ACRES
TOTAL ACRES IN ROW:	2.45 ACRES
AVERAGE LOT SIZE:	0.26 ACRES OR 11,274 SQFT.
LARGEST LOT SIZE:	0.36 ACRES OR 15,707 SQFT.
SMALLEST LOT SIZE:	0.23 ACRES OR 10,000 SQFT.
OVERALL DENSITY:	2.64 UNITS/ACRE

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	19.00	89°59'49"	29.84	N48°59'47"E	26.87
C2	19.00	90°00'11"	29.85	S41°00'13"E	26.87
C3	19.00	89°59'49"	29.84	S48°59'47"W	26.87
C4	19.00	90°00'11"	29.85	S41°00'13"E	26.87
C5	19.00	89°59'49"	29.84	S48°59'47"W	26.87
C6	72.00	28°31'10"	35.84	S79°44'07"W	35.47
C7	72.00	28°29'54"	35.81	S51°13'35"W	35.44
C8	45.50	57°01'04"	45.28	N63°29'10"E	43.43
C9	19.00	57°01'04"	18.91	N63°29'10"E	18.14
C10	24.00	16°09'35"	6.77	S77°55'30"E	6.75
C11	55.00	61°10'43"	58.73	N79°33'56"E	55.98
C12	55.00	61°08'18"	58.69	N18°24'26"E	55.94
C13	24.00	16°09'35"	6.77	N04°04'55"W	6.75

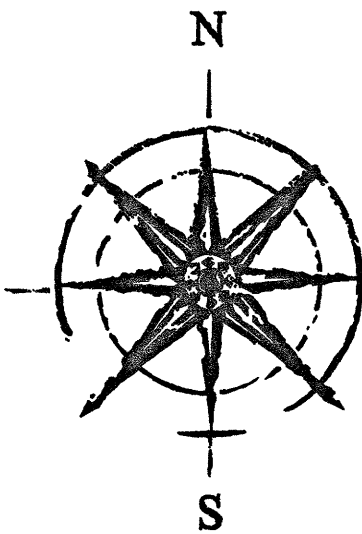


Line Table

LINE	DIRECTION	LENGTH
L1	S36°58'38"W	15.00
L2	N36°58'38"E	15.00
L3	S36°58'38"W	15.00
L4	N36°58'38"E	15.00
L5	N40°59'33"W	35.88
L6	N77°49'48"E	54.99
L7	N20°10'12"E	55.00

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



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.
Approved this 5 day of August, 2020
By: [Signature]
Title: [Signature]
DATE

DOMINION ENERGY UTAH
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 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 Owner 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.
QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH
Approved this 5 day of August, 2020 Questar Gas Company
By: [Signature]
Title: [Signature]
DATE

ROCKY MOUNTAIN POWER
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.
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
Approved this 5 day of August, 2020
By: [Signature]
Title: [Signature]
DATE

SURVEYOR'S CERTIFICATE
I, Spencer W. Llewellyn, 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 owner(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.
Date: 06/28/2020
Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

BOUNDARY DESCRIPTION
Located in the 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 on the Westerly line of BRANDON PARK PHASE A, PLAT 2, according to the Official Plat thereof recorded May 14, 2019 as Entry No. 42789-2019 of the Official records of Utah County, located N89°49'57"W along the Section line 131.94 feet and South 2,146.98 feet from the North 1/4 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 6 (six) courses: 1) S36°58'28"W 415.00 feet; 2) S53°01'33"E 100.00 feet; 3) S36°58'28"W 80.76 feet; 4) along the arc of a curve to the right with a radius of 19.00 feet a distance of 18.91 feet through a central angle of 57°01'14" Chord: S65°29'05"W 18.14 feet; 5) N86°00'18"W 10.15 feet; 6) S03°59'42"W 191.56 feet to the 1/4 Section Line; thence N86°00'08"W 978.49 feet; thence N03°58'31"E 38.51 feet; thence S86°00'18"E 515.50 feet; thence N03°59'53"E 110.00 feet; thence S86°00'18"E 100.00 feet; thence N03°59'53"E 20.00 feet; thence N86°00'18"W 100.00 feet; thence N03°59'53"E 375.90 feet; thence S86°00'07"E 291.60 feet; thence N36°58'38"E 314.51 feet; thence S53°01'22"E 253.01 feet to the point of beginning.
Contains: 7.96 acres +/-
ENT 1468883:2020 Rep & 17287
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 24 3:40 PM FEE 105.00 BY RA
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.
PRINTED NAME OF OWNER: Edge Homes Utah, LLC
AUTHORIZED SIGNATURE(S): [Signature]
August 7, 2020

LIMITED LIABILITY ACKNOWLEDGMENT
STATE OF UTAH
S.S. COUNTY OF Utah
ON THE 7 DAY of August, A.D. 2020, 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
MY COMMISSION No. 695954
SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 685954
A.D. 2020
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY
PRINTED FULL NAME OF NOTARY: Shelley Mae King

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 27 DAY OF August, 2020.
Dianna Burnham
APPROVED BY MAYOR
Cristina Fink
APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)
APPROVED BY CITY ATTORNEY
ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

BRANDON PARK
PHASE A PLAT 9
SUBDIVISION
LOCATED IN THE NE1/4 & NW1/4 OF SECTION 11, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SEALS:
SURVEYOR'S SEAL: Spencer W. Llewellyn, No. 10516507, State of Utah, dated 6/28/2020.
NOTARY PUBLIC SEAL: Shelley Mae King, No. 685954, State of Utah, dated 7/10/2021.
CITY-ENGINEER SEAL: Christopher Todd, No. 256052, State of Utah, dated 8/20/2020.
COUNTY RECORDER SEAL: Jeffery Smith, No. 256052, State of Utah, dated 8/20/2020.



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

Wednesday, February 2, 2022

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

SUBJECT: **Scenic Mountain phase "A" plat 4 out of warranty Bond Release**

City Recorder:

The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

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 CITY COUNCIL MEETING MINUTES

February 1, 2022, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Tyler Maffitt, Communications Manager; Eric McDowell, Chief Deputy Sheriff; and Evan Berrett, Assistant to the City Administrator.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Angela Valenzuela, Human Resource Manager; Michele Graves, Library Director; and Embret Fossum, UFA Battalion Chief.

Mayor Westmoreland called the meeting to order at 4:10 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

General

- Eagle Mountain is continuing to increase the capability of the City website and communications. The search bar functionality is being upgraded and the website provider will soon have it fully enabled.

Community Development

- Building Permits have been approved and/or issued recently for O'Reilly Auto Parts, Lakeside Gymnastics, Available Storage Phase 2, Summit Spa and Float, T-Mobile Tower Upgrade, and The Place at Parkway.
- Certificates of Occupancy have been issued recently for LBI Sat and the Brylee Farms Clubhouse.
- Work will begin on the Tickville Wash slopes in the SilverLake area. Representatives from several City departments have walked the wash with a wildlife consultant and a local bird expert and the developer will be preserving some important nesting habitat, providing new habitat by providing several new owl nesting boxes and tree plantings, improving the safety of the slopes, and redirecting the wash channel in several locations. The improvements will

include the use of some concrete pieces and rip rap (large rocks) to provide stabilization. A wildlife consultant/monitor will be on-site during the slope construction activities, ensuring the safety of the wildlife.

- The City has an open employment opportunity for an additional Planner.

Library

- The library will resume offering the Kids on the Move and Story Time programs and will modify as needed based on the number of participants.
- The total number of registered library users is 16,123.
- New user registrations from July 2021 to January 2022 were 1,163.

Economic Development

- Economic Development Master Plan: The current plan was compiled in 2009 by BYU MPA students. Due to the growth of the City, an updated plan to guide our efforts for the next 5 to 10 years is needed. Better City, Zions Public Finance, and Louis Young Robertson and Burningham responded to the City's request for proposals. Staff interviewed the three firms and has selected Zions Public Finance, Inc. to consult with the City for the new Economic Development Master Plan. The process will include workshops with the City Council as well as key stakeholders. The total contract amount is anticipated to be \$29,900, which is within the budgeted amount approved by the City Council for the Fiscal Year 2022 Budget of \$85,000 for economic development-related planning.
- Affordable Housing Plan: Due to the creation of several large community reinvestment areas in Eagle Mountain City, the Eagle Mountain Redevelopment Agency will receive funds that must be allocated towards housing. To best utilize these funds to the benefit of the City, staff felt it was wise to hire a consultant to research potential fund uses, gauge their effectiveness, and make recommendations on possible uses, based on allowable uses the City feels appropriate to use. Two firms responded to the request for proposals, Zions Public Finance and LYRB. After interviews, LYRB was selected to consult with the City in the creation of the affordable housing plan. The process will include workshops with the City Council as well as key stakeholders to collaborate on the plan. The total contract amount is anticipated to be \$14,880, which is within the budgeted amount approved by the City Council for the Fiscal Year 2022 Budget of \$85,000 for economic development-related planning.

Facilities/Fleet

- The City is examining solutions for employee workspaces issues; construction trailers, remodeling, and/or leasing space are all being explored.

Water

- The repair work on Tank 5 has been finished.
- Well 5 repairs are underway but have experienced challenges and obstacles.
- The City is working with Widdison, the well service repair company, to schedule a partial repair for Well 1.
- Progress is being made with Springbrook integration of Sensus and AMI meter reading system.
- Orders delay times for meters for new construction have shortened but continue.
- Work on the Consumer Confidence Report is ongoing.

Wastewater

- The City is finalizing logistics of the effluent disposal plan for construction use and is purchasing equipment to facilitate installation. This plan has been approved by the State.
- The wastewater office remodel is underway.
- Lone Tree lift station pump two has been rebuilt and the City is procuring bids to replace the section line.
- A biologist and engineering firm are assisting the City with investigating and resolving the Thiothrix bug issue.
- The fan press has been delayed due to shortages on gaskets; the City is waiting on an update from the manufacturer.
- Staff is working on a better polymer solution and have been running samples to improve dewatering.

Engineering

- Bobby Wren Blvd Traffic Light installation is expected to be completed by end of February.

Streets

- The streets and stormwater departments are currently working to increase the capacity and to install a concrete overflow tower on the stormwater detention pond in Arrival that flooded in August.
- Beginning at 8:00 p.m. tonight, Rocky Mountain Power will be closing one lane of the eastbound traffic on Pony Express Parkway in front of the 7-Eleven that is under construction; east of the Pony Express Parkway and Porters Crossing Parkway intersection. The work is required for a high voltage power box and will be finished before the morning commute.

1.B. PRESENTATION – IT Service Delivery Analysis

Economic Development Director Aaron Sanborn presented the item. At the October 5, 2021, City Council meeting, the Council approved an amendment to the current contract with Executech to transition to a service desk model. As a condition of approval, the Council directed staff to conduct an analysis into how to best provide information technology (IT) services to staff. The results of the study determined that the personnel costs for an in-house IT department, consisting of a manager and technician, would be between \$196,435 and \$274,190 annually. This model would increase the IT budget by approximately \$87,000 to \$165,000. The IT needs of Eagle Mountain City are not complicated enough to justify the need for this increase to a full IT department; however, hiring several part-time employees in selected areas could help to alleviate the pain points that some staff are experiencing.

Based upon the information collected, Mr. Sanborn recommended the following actions:

- Continuing with the current service delivery model of contraction for IT services;
- Exploring hiring a full-time employee who is focused on website development and maintenance and who could take on additional IT tasks if needed;
- Exploring hiring a part-time employee in the Library to take care of their specialized IT needs;

- Posting a request for proposals for contracted IT services to ensure the City is receiving the best pricing and service with consideration for cyber security; and
- Reexamining an in-house IT department in the event an internal police department is required, or if additional hours are needed on the current contract.

Mayor Westmoreland stated that based upon the findings presented, a hybrid approach might be the best solution for the City.

Mr. Sanborn stated that with the previous contract, the City was 15 to 20 hours over the contracted hours for service desk assistance. The current utilization of 30 hours per month was the amount anticipated based upon the City's IT needs. As the City grows, the number of service desk hours is expected to increase; however, he does not foresee the City exceeding the services in the near future. The contract with Executech is considered month to month, but the City examines the terms annually.

Councilmember Love expressed support of the scalability of the current system and the ability of the IT support staff to remotely address most issues.

Councilmember Curtis stated his support for Mr. Sanborn's recommendations for the next steps.

1.C. UPDATE – Upcoming Planning Items

Senior Planner Tayler Jensen presented the item. Upcoming Planning items include the 211-lot preliminary plat for Founder's Square Phase A (previously known as Ault Farms), a rezone request to the Regional Technology and Industry Overlay Zone for the Eagle Mountain Data Campus development with a concept plan for a potential data center, and a site plan for a Wendy's restaurant and a pad site review for three retail buildings and one drive-through restaurant located within the Marketplace project in City Center.

2. AGENDA REVIEW

9. BID AWARDS

9.B. BID AWARD – 2021 CDB Yard Improvement Project - B Logic Construction

Fleet and Facilities/Operations Director Jeff Weber presented the item. He explained the bid award is for an 80-foot by 80-foot steel parking structure with concrete flooring located at the Community Development Building to house snowplows and other equipment. A larger expense is running utilities to the building. The plan was for the full yard; however, the cost was prohibitive as the price has increased by 30% since the purchase of the building. The cost covers the construction of the building, the concrete, and utilities. The \$25,000 winter conditions provision in the contract is to account for precipitation that prevents pouring concrete or requires concrete blankets to protect the site. The cost will only be included if needed due to weather conditions.

City Engineer Chris Trusty explained that Schedule A is for the site work and Schedule B is for erecting the building and each cost includes the mobilization, bonding, and permitting costs for the associated portion of the project.

11. PRELIMINARY PLATS & SITE PLANS

11.A. PRELIMINARY PLAT – Pinnacles Phase A

Councilmember Love inquired whether the access alignment issues have been addressed.

Mr. Jensen explained that the number of units in the project match the numbers in the approved master development agreement and the accesses have been aligned. Parcel C is a sewer easement in favor of the City for a lift station.

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 6.10 Animal Zoning Regulations.

Mr. Jensen presented the item. The amendment removes the references to the Airpark Zone; amends the residential livestock requirements table by adding a column for 1 to 1.99 acres, reduces the number of pigs and buffalo allowed; excludes counting offspring towards the table maximums until they are weaned, weaned animals under a year are calculated as one-half an adult animal, and any exceptions to the standards, including miniature breeds, would be addressed through a conditional use permit.

Councilmember Love explained that the pigs and buffalo had been removed because the setback requirements do not allow those animals to be housed on lots under three acres. The 150-foot setback was reduced to 100-feet to be more feasible, and the fenced animal area was made consistent with the requirements for other large animals.

Councilmember Burnham expressed concern that the number of residents not compliant with the standards is a possible indication that the standards needed further consideration.

Councilmember Curtis agreed with compliance concerns, especially with the lack of adherence to the setback fencing requirements and with having standards not generally adhered to that limit property utilization or that are in conflict such as with the table including pigs and buffalo as allowed on lots with insufficient acreage to meet the setback standards. He expressed concern with taking away property rights while recognizing the need to mitigate negative impacts from conflicting uses.

Councilmember Love said that she has been hesitant to amend setbacks due to concerns from residents who are unable to fully utilize their properties because of neighbors with animals. However, due to the realities of how properties are being used and the location of existing fences,

adjusting the setbacks might be a necessity. She recommended the City post a notice indicating the Council's intention to adjust setback requirements.

Discussion ensued regarding requiring feeding areas to be placed in locations that encourage animal congregation away from the property line and possibly basing the setback from the animal feeding and sheltering areas.

Councilmember Wright stated that he has determined that the City desires to maintain animal rights without expanding or reducing them and feels the best course is the clarification of desired standards.

Discussion ensued regarding potentially tabling the item to amend the setback standards and to allow residents to provide input on setback standards.

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits Regarding Individual Monument Signs.

Mr. Jensen presented the item. The applicant-proposed amendment would allow individual monument signs to be placed up to 7.5 feet into the public right-of-way and would reduce the requirement for a two-foot pedestal/base to one foot.

Councilmember Curtis stated that he would be willing to consider the change for a specific project rather than amending the standards. He would only be in favor of permitting a sign in the right-of-way if there are extenuating circumstances rather than creating a mechanism for any business to apply to have a sign in the right-of-way.

Councilmember Burnham explained that the request is specific to a 7-Eleven sign and that the Planning Commission agreed with Councilmember Curtis.

Councilmember Wright noted that during the Planning Commission discussion, it was determined that the recent sign standard change would permit their standard-sized signs to be placed on a two-foot base voiding the need for the pedestal reduction to one-foot. He agreed with Councilmember Curtis regarding signs in the right-of-way.

Councilmember Love concurred that the increase in sign height with the recent Municipal Code amendment will allow the applicant to use their standard sign.

Assistant City Administrator/Community Development Steve Mumford clarified that community entrance signs are permitted in the right-of-way with approval of the City Council.

Mr. Jensen stated that most businesses request a sign in the right-of-way and, per current standards, staff denies the requests.

Discussion ensued regarding language and mechanisms to allow requests for right-of-way signage for extenuating circumstances while discouraging requests that would be denied.

Mr. Jensen explained the reason for this request to locate the sign in the right-of-way is due to obstructions from berms and electrical boxes and visibility concerns due to the sign being set back from the road.

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Water, Sewer, and Storm Water Rates.

Mayor Westmoreland recommended the Council table the item to provide sufficient time and consideration of the item. He stated that although the item does not have a public hearing, public comments regarding the item will be entertained during policy session public comment.

Councilmember Curtis concurred with tabling the item.

Assistant to the City Administrator Evan Berrett explained the cost benefits of conservation including reducing the demand on the system and infrastructure and the need for additional water purchases. He is unaware of any other city in Utah that gives lower rates to larger properties. He reviewed the water usage by lot size and the tendency for large-lot owners to install turf on only a portion of their property.

Discussion ensued regarding whether to have rates based upon lot size, water usage comparisons between a single large lot and the same acreage divided into smaller lots, promoting lower water usage through encouraging large lot developments, and proportionally encouraging conservation by residents.

Mayor Westmoreland noted that there are other ways to incentivize water reduction, such as through waterwise landscape. He desires the City to be responsible with water while having the cost to the residents equal the cost incurred by the City to provide water. The City strives to keep water rates as low as possible and supports agricultural uses. He is against controlling or dictating residents' water usage.

Councilmember Burnham recognized the benefits of promoting water conservation to keep costs low; nevertheless, she expressed concern for families with tight budgets. She requested the Council consider having the base rate include 10,000 gallons of water.

Mr. Berrett explained that other cities view a survival rate of water as a service that should be provided and include 3,000 to 10,000 gallons with the base rate cost. Rates will depend on how aggressive the City desires to be in increasing the reserve fund balance.

Councilmember Curtis expressed concern with the subsidization burden to other residents should a minimum amount of water be included with the base rate.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:13 p.m.

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Jeremy Cook, City Attorney; Eric McDowell, Chief Deputy Sheriff; and Evan Berrett, Assistant to the City Administrator.

CITY STAFF PRESENT ELECTRONICALLY: Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Tyler Maffitt, Communications Manager; and Embret Fossum, UFA Battalion Chief.

4. CALL TO ORDER

Mayor Pro Tempore Love called the meeting to order at 7:07 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City is now providing information on the City website pertaining to proposed changes to water rates, sewer rates, and stormwater rates. Residents can learn more by visiting eaglemountaincity.com/rate-change-information/.
- Eagle Mountain is remembering the life of Sgt. Cory B. Wride, who died in the line of duty on January 30, 2014. The City remembers his sacrifice and honors his service with remembrance. We are thinking of him and his family.
- Residents should be aware of Free Fare February. The Utah Transit Authority (UTA) is offering free service on their Bus, TRAX, FrontRunner, S-Line Streetcar, Ski Bus, and UTA On Demand services.
- February marks Black History Month. This annual observance, running through the end of this month, encourages Americans to learn more about the history of African Americans and recognizes the contributions and sacrifices of Black Americans throughout the history of the United States and the world.

To receive City notifications, including emergency info, news events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Pro Tempore Love opened public comment at 7:10 p.m.

Peggy Hunziker spoke regarding concerns with White Hills sewer services and submitted a letter to the Council.

Bruno Hunziker said due to the elevation of their home, their water pressure is lower than required. He expressed concern with the utility rate increases due to inflation and other rising costs. He expressed frustration with the construction delays with the White Hills sewer system and parks.

Bettina Cameron stated that Cedar Pass Ranch residents pay for sewer even though they are not connected to the sewer system. She said that Cedar Pass Ranch residents were required to surrender their water rights in order to build in the City and that in return, they were given reduced water rates. To support agriculture and livestock, she feels the larger lots should have lower rates.

City Administrator Paul Jerome clarified that the rate study began prior to the election and was communicated in public meetings. A storage tank will be installed in White Hills which should assist with water pressure issues.

Public Utilities Manager Mack Straw stated that the water pressure in White Hills currently exceeds the State requirements.

Councilmember Curtis noted that the utility rates need to increase out of necessity because they have not increased in 20 years.

Councilmember Burnham explained that the sewer rates will be equalized across the City which will reduce the sewer costs for White Hills residents.

Mayor Pro Tempore Love closed public comment at 7:24 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Curtis

None.

Councilmember Burnham

Councilmember Burnham thanked the public for their attendance and involvement. She will have the resident recognition calendar prepared in time for the next meeting.

Mayor Pro Tempore Love

Mayor Pro Tempore Love thanked the residents for attending the meeting. She beseeched the residents to have patience with the Council as they strive to balance property rights and animal rights.

Councilmember Wright

Councilmember Wright welcomed the public. He recognized the Sheriff's Department for the work they do to protect and serve residents as well as their and their families' sacrifice. He recognizes the eighth anniversary of the loss of Sergeant Cory B. Wride. A five-week Ham radio class will be offered by Be Ready Eagle Mountain beginning on March 3rd. More information can be found on the Be Ready Eagle Mountain Facebook page.

Councilmember Gray

Councilmember Gray expressed his appreciation to the Sheriff's Department for protecting and serving the public and recognized Sergeant Wride.

CONSENT AGENDA

9. BID AWARDS

9.A. BID AWARD – 2022 Eagle Mountain Crack Seal Project – Superior Asphalt

9.B. BID AWARD – 2021 CDB Yard Improvement Project – B Logic Construction

10. MINUTES

10.A. January 18, 2022 – Regular City Council Meeting

11. PRELIMINARY PLATS & SITE PLANS

11.A. PRELIMINARY PLAT – Pinnacles Phase A

MOTION: *Councilmember Burnham moved to approve the consent agenda. Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 6.10 Animal Zoning Regulations.

Senior Planner Tayler Jensen reviewed the item as presented during work session.

Mayor Pro Tempore Love reviewed what was presented during the work session and recommended tabling the item to allow additional time to address setbacks.

Councilmember Gray stated that he would prefer to keep pigs as an allowed use in lots under three acres and adjust the setback standards to accommodate them; the current setbacks are not being adhered to and are not realistic. Building setbacks in other areas in Municipal Code should be retained.

Councilmember Curtis expressed concern with setback requirements that prohibit people from fully utilizing their property and said it would be more appropriate for setbacks to be based upon the animal shelter or feeding area.

Councilmember Wright said that although he is personally neutral on animal issues, he desires to protect and preserve animal rights, including pigs and buffalo on smaller lots. He feels the setback standards are unclear and confusing and need to be clarified and amended to allow full use of the property to prevent infringing on property rights. He is hopeful that conflicts can be addressed through the nuisance code. Offspring and miniature animal counts and the definition of miniature animals also need to be addressed. He expressed concern in counting miniatures as a half-animal due to the variance in the size of miniature breeds and stated miniatures should be required to be half the size of a regular animal to be counted as half a full-sized animal.

Councilmember Burnham agreed with Councilmember Wright. The square footage requirement for animals should be examined as they differ from animal housing recommendations. The standards have always been meant to be cumulative and were addressed with the fencing requirements; however, fencing requirements need to be practical and reasonable.

Discussion ensued regarding whether the available fenced area per animal should be changed to the available area per animal.

Mayor Pro Tempore Love opened the public hearing at 7:50 p.m.

Susan Morandy, David Curneal, Woodruff Berry, Jim Smith, Brent Strong, Kelli Riem, Jody Hooley, Weston Berry, Sam Potter, Rob Pearlson, and Sheldon Wells spoke in favor of protecting residents' animal rights.

Bettina Cameron encouraged the City to research setbacks and animal programs in other cities and to make conditional permits easier to apply for to address unique situations as she feels it is the City's responsibility to resolve animal issues through clear, enforceable standards when neighbors are unable to resolve conflicts.

John Hubbard requested the City address the cumulative impact of animals and setbacks, and to balance residents' rights through nuisance enforcement. He expressed concern with allowing animals that are not yet weaned to count as half an animal.

Erin Wells submitted an email concerning the current setbacks standards with suggestions for potential setback amendments.

Mayor Pro Tempore Love closed the public hearing at 8:19 p.m.

Mayor Pro Tempore Love recommended tabling the item and assigning two Councilmembers to work with staff to amend the standards.

The Councilmembers discussed concerns and determined to consider the following changes and other amendments as deemed appropriate at a future meeting:

- Table 6.10.090 - Residential Zone Livestock Requirements to read:
 - Max number allowed on lots columns:
 - Column #1 – to allow 2 pigs on 1/2 to .99 acre lots.
 - Column #2 – to allow 2 buffalo and 4 pigs on lots 1 - 1.99 acre lots.
 - Column #3 – to remain as represented in the redline presented in the packet.
 - Column #4 – be adjusted to read 3 acres or more in the header.
 - Available fenced area per animal column – be amended to replace “s.f.” in the Cattle, Donkey, Llama, Emu/Ostrich, Sheep/Goat, and Pig (all kinds) rows with “s.f. per animal,” with the intention to make further adjustments to the column during the next meeting.
 - Setback from residence or other periodically inhabited building column – to remain as presented in the packet with the intention for the standards to be amended during the next meeting.
 - Minimum Lot Size column – the buffalo row amended to one acre and the pigs (all kinds) row amended to ½ acre.
- Remove the redline verbiage “including miniature breeds, etc.,” from the asterisk footnote.
- Add language that allows for animals that are clearly ½ size or smaller than an average representative of each animal type as determined by a reasonable person to be permitted to count as a ½ animal unit as shown in table 16.10.090, including offspring.
- Remove “An animal’s offspring shall not be counted against the maximum number of animals until weaned. Upon completing of weaning an animal’s offspring shall be considered ½ of a unit until they are 1 year old,” from EMMC 16.10.090 Definitions.
- Amend the double-asterisk footnote to read “2 Horses/Mules allowed on ½ acre + properties *within* the Equine Overlay Zone.”
- All other redline and numerical changes as recommended by staff.

MOTION: *Councilmember Wright moved to table an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Chapter 6.10 Animal Zoning Regulations with direction to staff to make changes as discussed and bring the item to a future meeting. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

Mayor Pro Tempore Love assigned Councilmembers Wright and Burnham to work with staff on the amendments to be discussed during a future meeting.

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits Regarding Individual Monument Signs.

Mr. Jensen reviewed the item as presented during work session. The Planning Commission recommended denial of the proposed Municipal Code change with a vote of 5 to 0.

Discussion ensued regarding a potential future amendment to create a mechanism to request exemptions to sign standards in extenuating circumstances.

Assistant City Administrator/Community Development Director Steve Mumford cited EMMC 17.80.060(C), “Unless authorized by specific written agreement with the city, no sign shall be placed in or extend over any public right-of-way except traffic control signs, signs described in this chapter, city events or notices and public notices placed by public agencies.” He stated the text implies that an applicant could have an agreement with the City to permit a sign in the right-of-way. The City has allowed signs in the right-of-way previously; however, Municipal Code excludes criteria for requests for right-of-way signage. Staff can draft standards to provide a mechanism for applications.

Mayor Pro Tempore Love opened the public hearing at 9:19 p.m. As there were no comments, she closed the hearing.

Applicant representative Michelle Hoffman said the request is due to obstacles that would obstruct a sign placed on their property and impede visibility.

Discussion ensued regarding drafting possible agreement structure standards requiring Council approval, the qualifying criteria to request right-of-way signage, and current right-of-way signage.

MOTION: *Councilmember Burnham moved to deny an ordinance of Eagle Mountain City, Utah approving an amendment to the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits regarding individual monument signs. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Water, Sewer, and Storm Water Rates.

Assistant to the City Administrator Evan Berrett presented the item. The proposed changes are being brought to the City Council at this time due to the state of the water fund. Staff estimates that with no changes, the water fund balance will be depleted by Fiscal Year (FY) 2024. The current rates were set in 2010 and the tiers make little to no impact for 96% of residents. U.S. water and wastewater rates increase 4.9% on average each year. As the City expands and ages, the growing cost to maintain infrastructure outpaces the new revenues from additional customers. The cost of water also increases over time, and operational costs increase due to inflation, among other reasons.

Mr. Berrett noted that current tiers greatly overestimate actual water use and do not encourage conservation. Eagle Mountain is one of two test cities for the Utah State University LiDar Imagery used to classify landscapes and determine actual water needs for properties compared to usage. The data collected indicated that many Eagle Mountain residents are watering their lawns nearly three times as much as they need to be. Utah Code 73-10-32.5 requires water rate structures with the intent to improve water conservation.

Because the City did not implement a 1.5% annual increase to meet rising costs, residents will now see a larger increase. Projected increased operational costs and the costs of obtaining water will require future rate increases every three years at a minimum. Two water rate solutions ultimately received in-depth analysis. The first solution was to modify the rates but maintain the tier structure resulting in an average increase to rates of approximately 25% with 3% annual increases until FY 2032. The second solution is to modify both the rates and the tier structures, resulting in an average increase to rates of approximately 28% with a 3% annual increase until FY 2032. Each solution would maintain the separate residential rates for lots smaller or larger than 0.5 acre. The second solution modifies the tier structures for each customer class to match the actual usage better, increases conservation incentives, and recovers the fund balance faster. Either option results in an immediate increase in usage rate and a base rate increase of \$5.50, decreasing in FY 2026 by \$2.00. Commercial and institutional uses would also have tier rate adjustments to better reflect usage to be more effective with conservation. Industrial rates will be increased to a set uniform rate which is common for other cities with various industries including data centers, depending upon the amount of conservation pressure desired by the Council.

Discussion ensued regarding the following items:

- The necessity to raise water rates;
- The impact of the water reserve fund on the City's ability to bond;
- The plans to regularly review the rates to ensure they are appropriate and sufficient;
- State water conservation requirements;
- The amount of conservation incentivization the Council feels is appropriate for residential and nonresidential uses;
- The inability of the City to address water issues through slowing residential growth with consideration of the housing shortage;
- Offering lower rates for larger lots to encourage large lot development and water usage reduction per acre; and
- Ensuring that rates are proportional to prevent users from subsidizing the rates of other types of use.

Mayor Pro Tempore Love expressed her support for the rate and tier modification with a 4% increase due to considerations of the water fund reserve.

Councilmembers Wright, Gray, and Curtis expressed their preference for the rate modification option maintaining the current tier system as long as it will not negatively impact the City's ability to bond.

Councilmember Curtis stated that residents can contact Utah State University for guidance on the proper amount of water needed for their lawns. Mr. Berrett said the library has lawn water kits available for residents to check their watering level needs.

Mr. Berrett explained that the sewer rates are still in review and will be presented at a future meeting. The Storm Water fund has struggled for some time. Fund transfers from Solid Waste have been insufficient to keep the fund stable, and transfers will soon no longer be a possibility. To achieve sufficient ongoing revenue to meet fund balance goals, the stormwater rate would need to increase from \$5.00 to \$8.25 per equivalent residential unit, a 65% increase. Raising the rate as indicated would hold the fund balance steady for five to six fiscal years; around FY 2028 the fund balance would begin to grow and potentially meet the reserve fund balance need. The Solid Waste fund does not currently need to be altered. However, expenses will exceed revenues around FY 2030, and rates will likely need to be changed at that time.

MOTION: *Councilmember Wright moved to table a resolution of Eagle Mountain, City, Utah, amending the Consolidated Fee Schedule for water, sewer, and stormwater rates. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

14. CITY COUNCIL/MAYOR'S BUSINESS

None.

15. CITY COUNCIL BOARD LIAISON REPORTS

Mayor Pro Tempore Love

Mayor Pro Tempore Love announced that the Eagle Mountain Chamber of Commerce has an opening for a director. The Cemetery Advisory Board has a vacancy.

Councilmember Curtis

Councilmember Curtis requested the Park and Recreation Department and Advisory Board evaluate the City's soccer contract to ensure the program is meeting resident needs and to explore other options.

Councilmember Wright

Councilmember Wright noted the Parks and Recreation Advisory Board is currently evaluating the City's soccer program. He said the Parks and Recreation Advisory Board has two vacant positions.

Councilmember Gray

Councilmember Gray noted that the Youth Council visited the capital for a State legislative session. He commended the Parks and Recreation Advisory Board for their efforts involving the dog park.

Councilmember Burnham

Councilmember Burnham noted the Senior Citizen Advisory Board has a vacancy.

16. COMMUNICATION ITEMS

16.A. Financial Report

16.B. Upcoming Agenda Items

17. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn the meeting at 10:31 p.m. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

The meeting was adjourned at 10:31 p.m.

Approved by the City Council on February 15, 2022.

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	PRELIMINARY PLAT - Parkway Fields Phase A (Previously known as Founders Square and Ault Farms)		
ITEM TYPE:	Preliminary Plat		
FISCAL IMPACT:			
APPLICANT:	Flagship Homes (Bronson Tatton and Pete Evans)		
GENERAL PLAN DESIGNATION Neighborhood Residential 1 (in the area of a master plan proposed for residential development/platting)...	CURRENT ZONE Multi: R2, R3, RC	ACREAGE 67.44	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Staff recommends that the City Council approve the Parkway Fields preliminary plat without conditions (the conditions have been resolved and/or are not necessary) for the reasons set forth in this staff report and based upon the Planning Commission's recommendation of approval.

BACKGROUND:

The proposed preliminary plat consists of 211 lots and 6 common parcels on 67.44 acres of property identified as Utah County Assessor Parcel No. 59:018:0044 and zoned RC, R2 & R3.

Applicants are asking for approval for the first preliminary plat in the Ault Farms Master Development approved by Council in December of 2021. Instead of the first plat being named Ault Farms, the applicant(s) used the name "Founders' Square." The Planning Commission, during their regularly scheduled public hearing of February 8, 2022, voted to recommend approval of Founders' Square Preliminary Phase A, contingent on compliance with certain conditions of approval. The following day, February 9, 2022, the

applicant communicated to Staff that the name of the project was again changing. It is now to be known as "Parkway Fields". Notwithstanding the name change, the plat still comprises 211 lots across some 67.44 acres of land arranged in conformance with the approved Ault Farms master plan. The lots' dimensions are designed to conform to the three different zoning districts [R2, R3 and RC] on the property.

ITEMS FOR CONSIDERATION:

Preliminary Plat (EMMC §16.20):

The project has been reviewed by the DRC Committee. The plat's current design/layout has been found to be in conformance with platting and R2, R3 and RC zoning regulations (i.e., lot sizes [including required average], block lengths, etc.). Exception: Certain lots along concave road curves have shorter than required street frontages. This issue was discussed during the Master Development Plan stage and during the public hearing comments period open for this item, but was not specifically stated as an allowed exception by the City to preserve the curves in the street network.

Provided/proposed plat calculations:

Total Acreage --	67.44
Total Lot Count – additional common parcels)	211 (with 6
Total Acreage in Lots –	40.36
Total Open Space Provided –	3.38 acres or
147,233 sq. ft. of which 2.06 ac are to be improved	
Required open space --	205,800 sq. ft.
(4.72 acres) some of which may be provided for in future phases	

- **RC Zoned Area:**

- Required Minimum [Building] Lot Size -- 4,500 sq. ft.
- Proposed Minimum [Building] Lot Size -- 5,800 sq. ft.
- Largest Proposed [Building] Lot Size -- 18,358 sq. ft.

- Required Average [Building] Lot Size -- 6,000 sq. ft.
- Proposed Average {Building] Lot Size -- 7,282 sq. ft.

- **R2 Zoned Area:**
- Required Minimum [Building] Lot Size -- 8,000 sq. ft.
- Proposed Minimum [Building] Lot Size -- 9,600 sq. ft.
- Largest Proposed [Building] Lot Size -- 16,038 sq. ft.
- Required Average [Building] Lot Size -- 10,890 sq. ft.
- Proposed Average [Building] Lot Size -- 12,275 sq. ft.

- **R3 Zoned Area:**
- Required Minimum [Building] Lot Size -- 6,500 sq. ft.
- Proposed Minimum [Building] Lot Size -- 7,006 sq. ft.
- Largest Proposed [Building] Lot Size -- 14,189 sq. ft.
- Required Average [Building] Lot Size -- 8,500 sq. ft.
- Proposed Average [Building] Lot Size -- 10,035 sq. ft.

Overall Project Density – 3.10 lots or
du/a

Right-of-way widths and alignment and dedication needs have been evaluated and changes made to plat drawings to accommodate DRC comments. Rights-of-way have been mapped to match the approved master development plan layout for the Project, as are the blocks and common parcels.

Correspondence:

Any correspondence from agencies, City departments, or the public is hereafter attached to this document for perusal.

REQUIRED FINDINGS:

Plat approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Preliminary Plat Approval review request are outlined in EMMC § 16.20. Plats are effectually checklist items to be approved if all required elements and proper design are provided in their drawings.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On February 8th the Planning Commission recommended approval (4-0) to the City Council of the Parkway Fields Phase A Preliminary Plat (formerly Founders' Square) application with the following conditions:

1. *Project shall be developed in accordance with the approved preliminary plat, including dedication of required right-of-way;*
2. *Project shall comply with any requirements from the Eagle Mountain City Engineer as are, or may be, set forth for the project;*
3. *Open space development in the project's common lots shall comply with requirements listed in EMMC § 16.35.105;*
4. *The developer's engineer shall correct any spelling, grammar and punctuation and numbering errors or yet-to-be City redlines that may be evident on the plat and/or in the proposed Project plat development notes or on plat plan pages;*
5. *The Developer shall provide the City with a revised preliminary plat drawing prior to submittal of a final plat for the Project;*
6. *The revised plan shall feature all City DRC and Planning Commission required edits, corrections, revisions, etc. as communicated to the Developer or his/her engineer.*

These conditions of approval have either been already resolve or are all required by Code and are not necessary to include separately as conditions of approval. Staff recommends approval of the proposed preliminary plat without conditions.

ATTACHMENTS:

[Parkway Fields Vicinity Map](#)

[Preliminary Plat - Parkway Fields Phase A](#)

[Ault Farm MDA Exhibit B - Master Plan](#)

[Ault Farm MDA Exhibit C - Zoning Map](#)

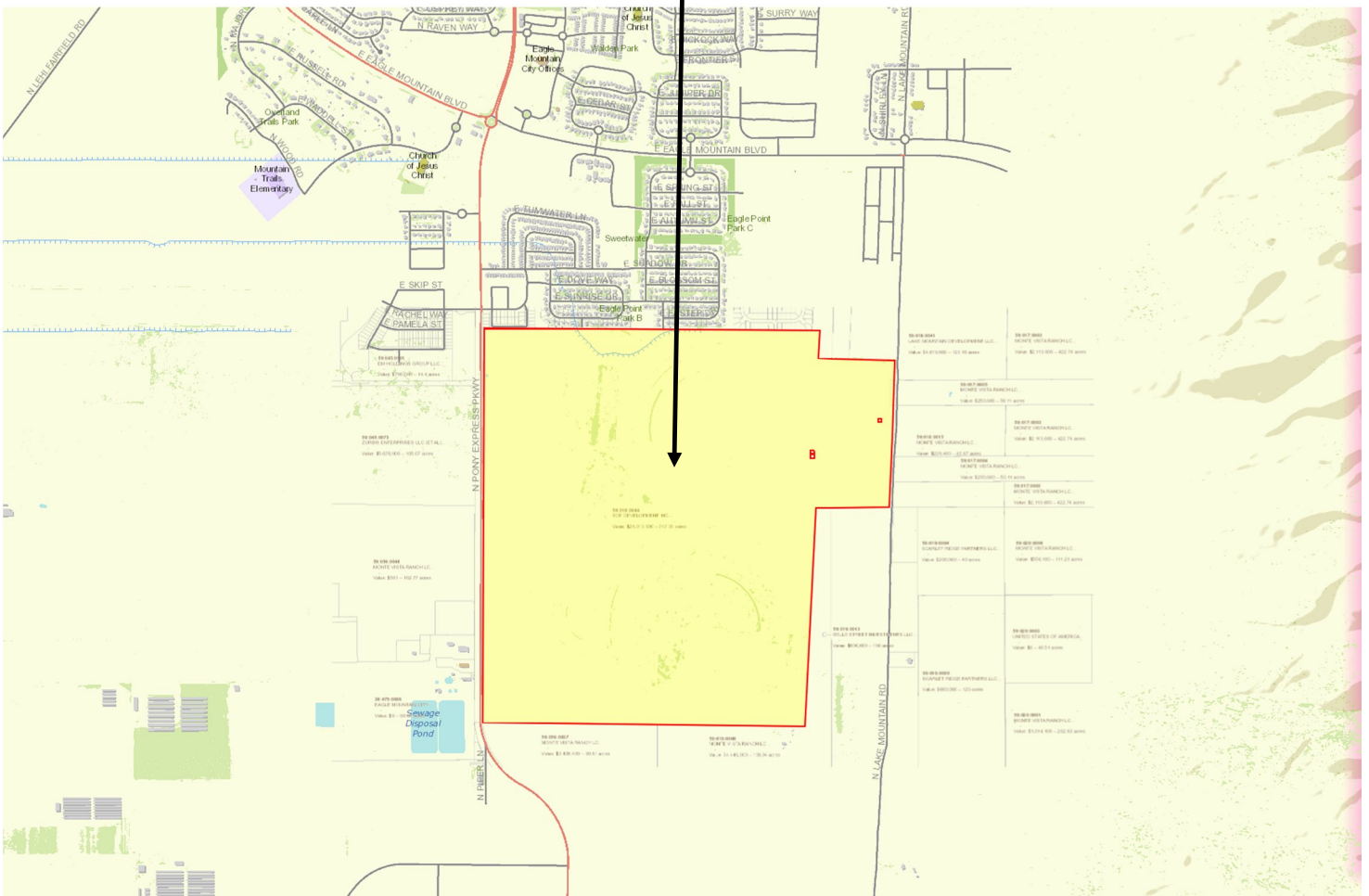
[Ault Farm MDA Exhibit G - Parks and Open Space Map](#)

VICINITY MAP

Parkway Fields (formerly Founders' Square and Ault Farms)

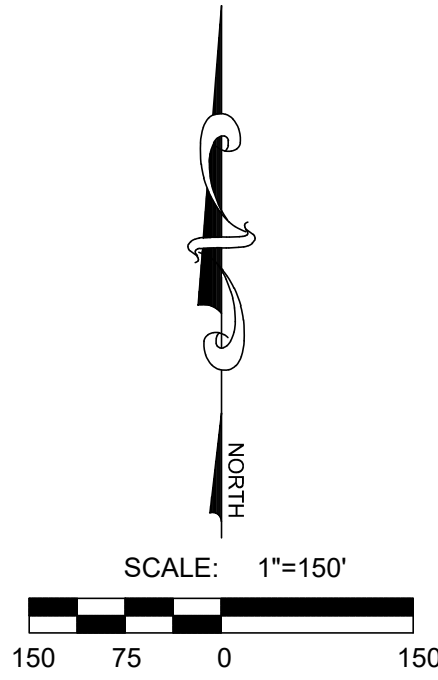
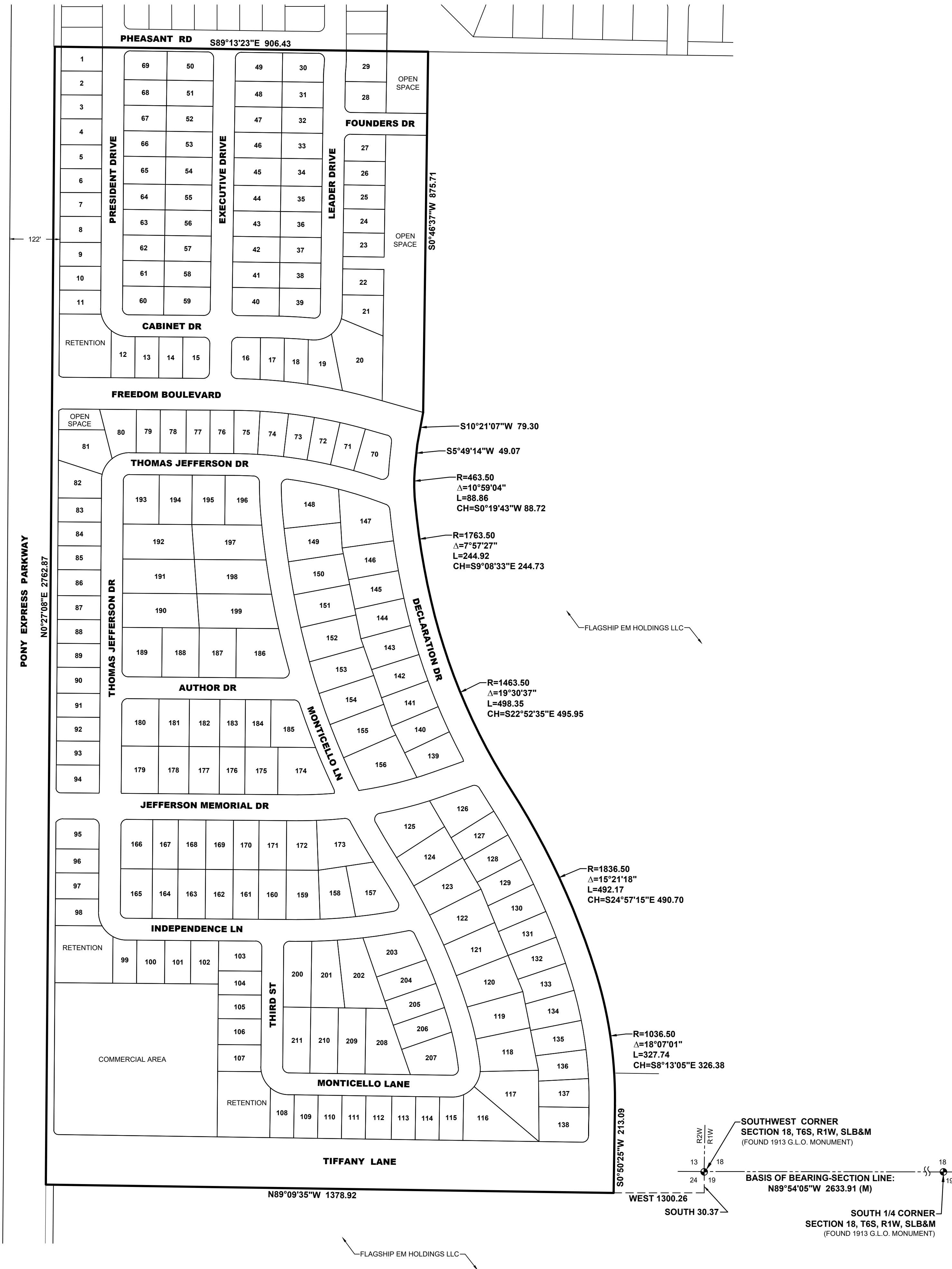
Utah County Parcel Map Snippet

Property



PARKWAY FIELDS PRELIMINARY PHASE A

EAGLE MOUNTAIN CITY, UTAH



VICINITY MAP

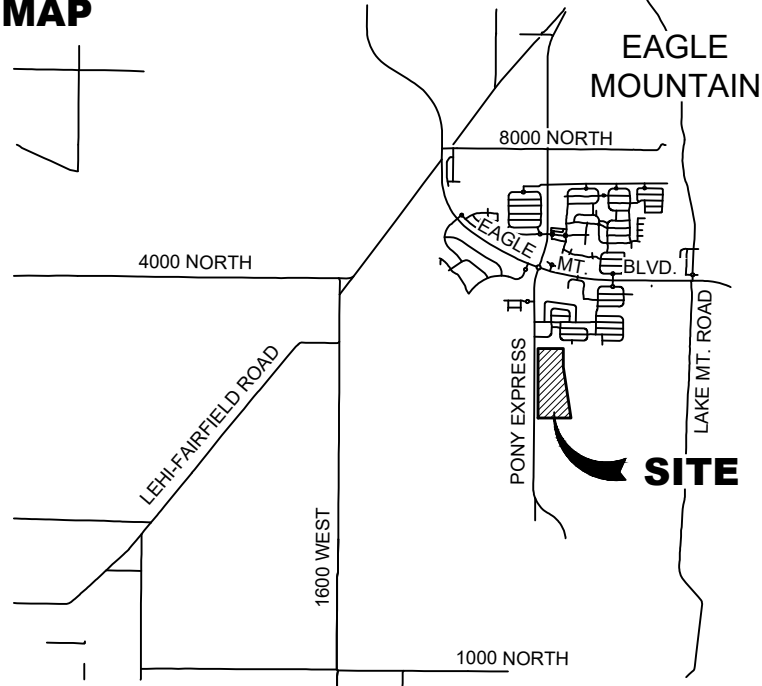


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201	LOT LAYOUT 1
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203	LOT LAYOUT 3
301	UTILITY PLAN 1
302	UTILITY PLAN 2
303	UTILITY PLAN 3
304	UTILITY PLAN 4
401	GRADING PLAN
501	PHASING PLAN/ LOT PLAN
502	DETAILS

TABULATIONS

TOTAL ACREAGE:	67.44 ACRES
TOTAL ACREAGE IN LOTS:	40.36 ACRES
TOTAL OPEN SPACE:	3.38 ACRES
TOTAL IMPROVED OPEN SPACE:	3.38 ACRES
OPEN SPACE IN RETENTION PONDS:	1.32 ACRES
NET OPEN SPACE w/ RETENTION REDUCTION:	2.06 ACRES
OVERALL DENSITY:	3.1 LOTS/ACRE
TOTAL # OF LOTS:	211 LOTS

NOTES

- ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
- ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
- ALL WATER TEES TO BE FLANGED WITH FLANGED VALVES.
- SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE.
- DRIVEWAY SLOPES NOT TO EXCEED 12%.
- NO DEFLECTIONS ALLOWED ON WATER LINES.
- ALL FILL WITHIN ROADWAYS TO BE ENGINEERED FILL.
- STORM DRAIN PIPE SIZING TO BE PROVIDED AT FINAL DESIGN.
- SUBDIVISION MUST MEET DARK SKY STANDARDS (PER CODE 17.56).
- GARBAGE COLLECTION WILL BE DONE WITH INDIVIDUAL GARBAGE CANS.
- ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES WILL BE ADHERED TO.

PRELIMINARY DESCRIPTION

A portion of Section 13, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:
Beginning at a point located South 30.37 feet and West 1300.26 feet from the Southwest Corner of Section 18, T6S, R2W, S.L.B. & M. (Basis of Bearing: S89°54'05"E along the section line between the Southwest Corner and the South Quarter of Section 18); thence N89°09'35"W 1378.92 feet; thence N00°27'08"E 2762.87 feet; thence S89°13'23"E 906.43 feet; thence S00°46'37"W 875.71 feet; thence S10°21'07"W 79.30 feet; thence S05°49'14"W 49.07 feet; thence along the arc of a curve to the left 88.86 feet with a radius of 463.50 feet through a central angle of 10°59'04"; chord: S00°19'43"W 88.72 feet; thence along the arc of a curve to the left 244.92 feet with a radius of 1763.50 feet through a central angle of 07°57'27"; chord: S09°08'33"E 244.73 feet; thence along the arc of a curve to the left 498.35 feet with a radius of 1463.50 feet through a central angle of 18°30'37"; chord: S22°52'35"E 495.95 feet; thence along the arc of a curve to the right 492.17 feet with a radius of 1836.50 feet through a central angle of 15°21'18"; chord: S24°57'15"E 490.70 feet; thence along the arc of a curve to the right 327.74 feet with a radius of 1036.50 feet through a central angle of 18°07'01"; chord: S08°13'05"E 326.38 feet; thence S00°50'25"W 213.09 feet to the point of beginning.

Contains: ±67.44 acres.

EAGLE MOUNTAIN CITY GENERAL NOTES

SEWER:

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

WATER:

- VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
- BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
- DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4" COVER FROM FINISHED GRADE (MINIMUM), 3" MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
- SERVICE & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3" MINIMUM SEPARATION FROM PIPE, JOINTS AND OTHER FITTINGS.
- SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL. ALSO 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
- WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
- WATER CAN: THE WATER CAN FOR THE 3/4" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND AND 21" INSIDE DIAMETER. WATER CAN FOR THE 1 1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATIONS.
- HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
- LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15" INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
- TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS. DO NOT RUN UP VALVE BOXES.
- WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
- VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
- WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA-LUG FOLLOWERS.
- WATER MAIN LINE: DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED ONLY PER MANUFACTURE'S SPECIFICATIONS. BEND FITTINGS WILL BE REQUIRED OTHERWISE. ALL FITTINGS TO BE MEGA-LUG FITTINGS.

STORM DRAIN:

- BEDDING: 3/4" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
 - ADS: ALL ADS PIPE TO BE "HP" BRAND.
 - COLLARS: COLLARS TO BE 1'X1' AROUND PIPE, 4000 psi CONCRETE. INSPECTION IS NEEDED PRE & POST COLLAR POUR.
 - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
- ROAD SECTION:
- PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: i.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
 - UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
 - COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 psi CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (3/4" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE 3/4" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 3/4" TO 3/8" DOWN FROM ASPHALT EDGE.

LEGEND

EXISTING	PROPOSED	
---	---	BOUNDARY LINE
---	---	STREET CENTERLINE
---	---	EASEMENT LINE
---	---	LOT LINES
EX-SB	SB	SEWER PIPE
EX-SM	SM	SEWER MANHOLE
EX-SR	SR	SEWER SERVICE
EX-SD	SD	STORM DRAIN PIPE (RCP)
EX-SI	SI	STORM DRAIN MANHOLE
EX-SW	SW	CULINARY WATER PIPE
EX-W	W	45" PIPE ELBOW (W)
EX-W	W	22.5" PIPE ELBOW (W)
EX-W	W	11.25" PIPE ELBOW (W)
EX-W	W	FIRE HYDRANT
EX-W	W	SERVICE & METER (W)
EX-W	W	PRV (W)
EX-W	W	AIR-VAC VALVE (W)
EX-W	W	BLOW-OFF (W)
EX-W	W	TEMP. BLOW-OFF (W)
EX-W	W	VALVE (W & SW)
EX-W	W	TEE
EX-W	W	CROSS
EX-W	W	PRESSURIZED IRRIGATION
EX-W	W	45" PIPE ELBOW (PI)
EX-W	W	22.5" PIPE ELBOW (PI)
EX-W	W	11.25" PIPE ELBOW (PI)
EX-W	W	SINGLE SW SERVICE
EX-W	W	DUAL SW SERVICE
EX-W	W	AIR-VAC VALVE (PI)
EX-W	W	BLOW-OFF (SW)
EX-W	W	TEMP. BLOW-OFF (PI)
EX-W	W	STOP SIGN
EX-W	W	STREET SIGN
EX-W	W	MONUMENT
EX-W	W	FENCE
EX-W	W	STREET LIGHT
EX-W	W	POWER POLE
EX-W	W	DITCH
EX-W	W	FIBER OPTIC
EX-W	W	GAS
EX-W	W	OVERHEAD POWER
EX-W	W	FLOW ARROW
EX-W	W	CONTOURS

DEVELOPER / OWNER

FLAGSHIP HOMES
PETE EVANS
(801) 766-4442

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801) 798-0555

PROJECT NAME

PARKWAY FIELDS



3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1

EAGLE MOUNTAIN, UTAH

COVER

REVISIONS

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

LEI PROJECT #:

2019-0046

DRAWN BY:

RWH

DESIGNED BY:

BCT

SCALE:

1"=150'

DATE:

02/09/2022

SHEET

101



- A Utah Corporation -

ENGINEERS

SURVEYORS

PLANNERS

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NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1

EAGLE MOUNTAIN, UTAH

LOT LAYOUT 1

REVISIONS

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

LEI PROJECT #:

2019-0046

DRAWN BY:

RWH

DESIGNED BY:

BCT

SCALE:

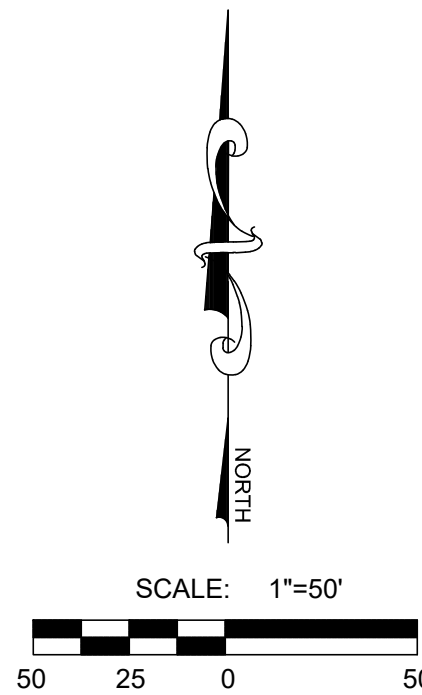
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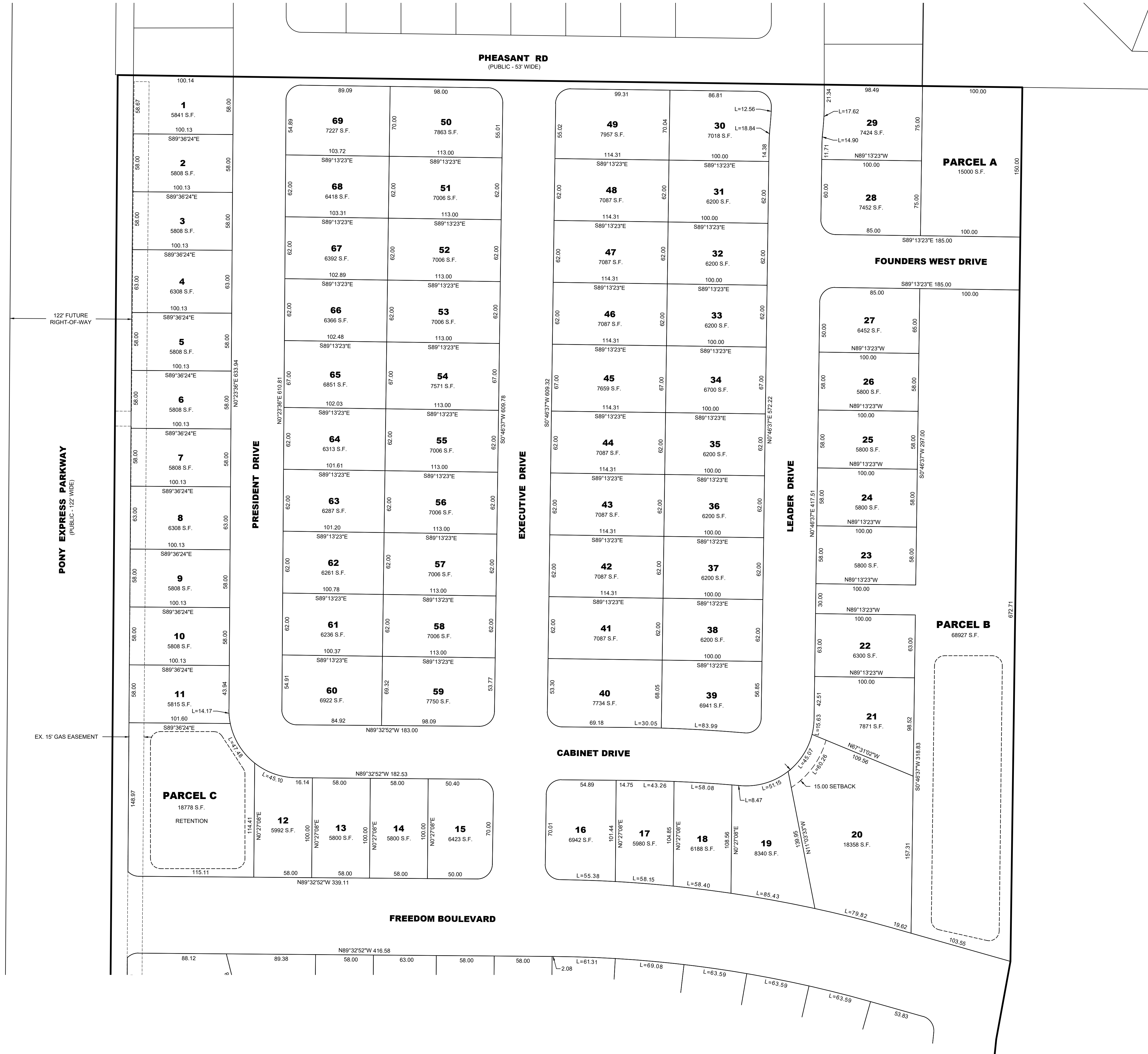
02/09/2022

SHEET

201



SETBACK TABLE						
	FRONT	GARAGE FRONT	REAR	SIDE	GARAGE SIDE	STREET SIDE
FR	25'	25'	35'	10'	10'	15'
R1	25'	25'	25'	10'	10'	15'
R2	25'	25'	20'	8'	10'	15'
R3	15'	22'	20'	8'	10'	15'
RC	15'	22'	20'	8'	10'	15'





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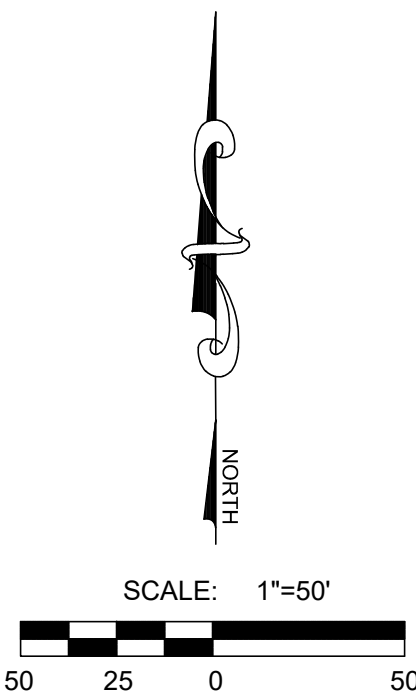
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CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH
LOT LAYOUT 2

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

LEI PROJECT #:
2019-0046
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RWH
DESIGNED BY:
BCT
SCALE:
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DATE:
02/09/2022

SHEET
202



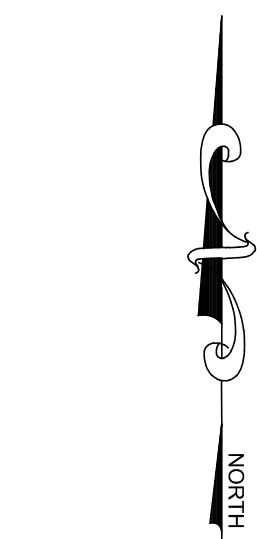
SETBACK TABLE						
	FRONT	GARAGE FRONT	REAR	SIDE	GARAGE SIDE	STREET SIDE
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R1	25'	25'	25'	10'	10'	15'
R2	25'	25'	20'	8'	10'	15'
R3	15'	22'	20'	8'	10'	15'
RC	15'	22'	20'	8'	10'	15'





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www.lei-eng.com



SCALE: 1"=50'
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SETBACK TABLE						
	FRONT	GARAGE FRONT	REAR	SIDE	GARAGE SIDE	STREET SIDE
FR	25'	25'	35'	10'	10'	15'
R1	25'	25'	25'	10'	10'	15'
R2	25'	25'	20'	8'	10'	15'
R3	15'	22'	20'	8'	10'	15'
RC	15'	22'	20'	8'	10'	15'

NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH
LOT LAYOUT 3

REVISIONS	
1 -	
2 -	
3 -	
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LEI PROJECT #:

2019-0046

DRAWN BY:

RWH

DESIGNED BY:

BCT

SCALE:

1"=50'

DATE:

02/09/2022

SHEET

203





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SURVEYORS
PLANNERS**

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Spanish Fork, UT 84660
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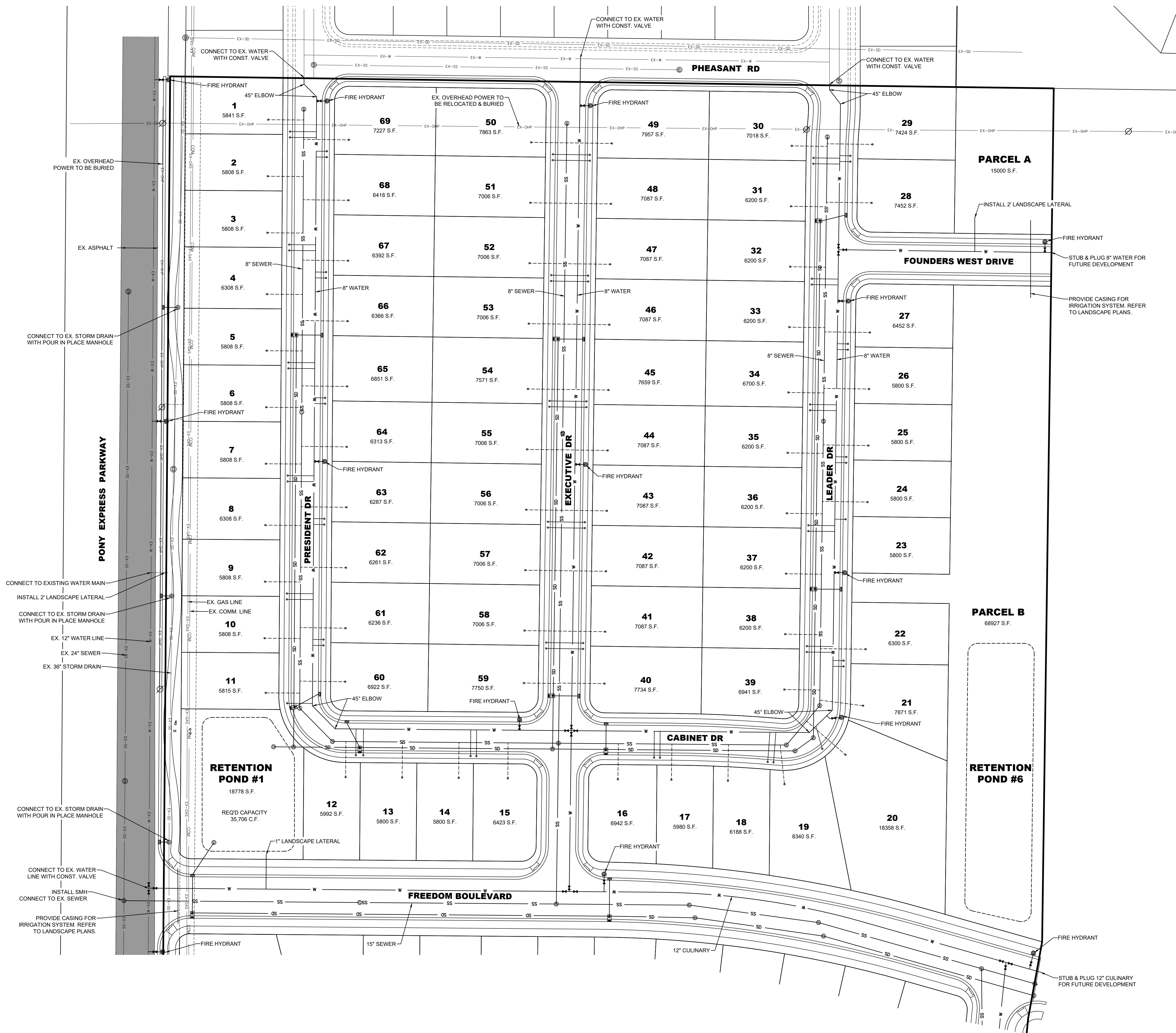
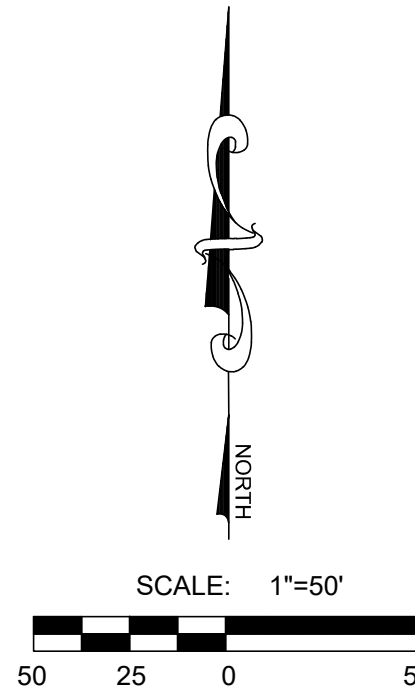
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CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH
UTILITY LAYOUT 1

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LEI PROJECT #:
2019-0046
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RWH
DESIGNED BY:
BCT
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1"=50'
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02/09/2022

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301



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NOT FOR
CONSTRUCTION

UTILITY LAYOUT 2

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LEI PROJECT #:
2019-0046

DRAWN BY:
RWH

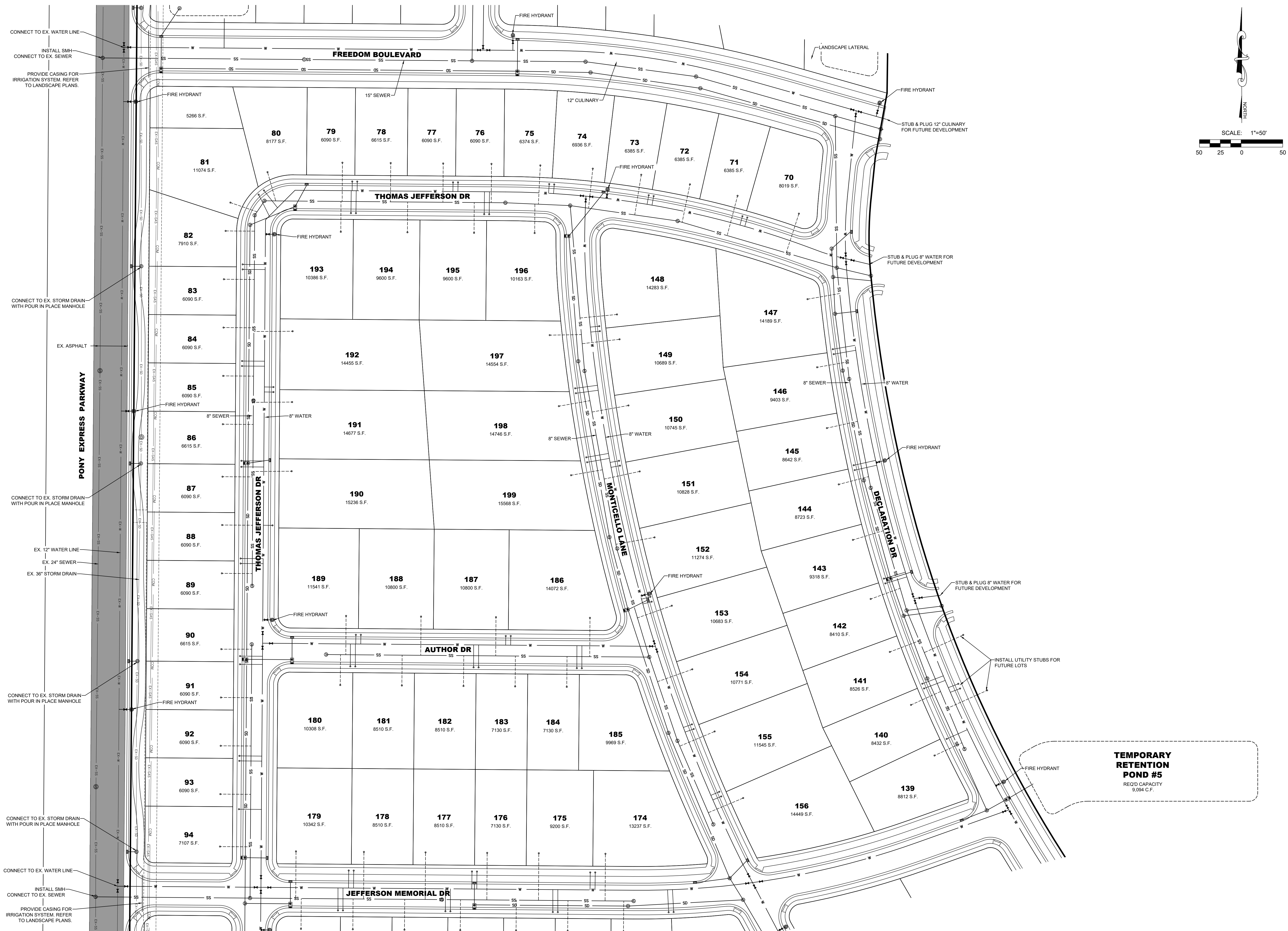
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BCT

SCALE:
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DATE:
02/09/2022

SHEET

302



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NOT FOR CONSTRUCTION

UTILITY LAYOUT 3

LEI PROJECT #:
2019-0046

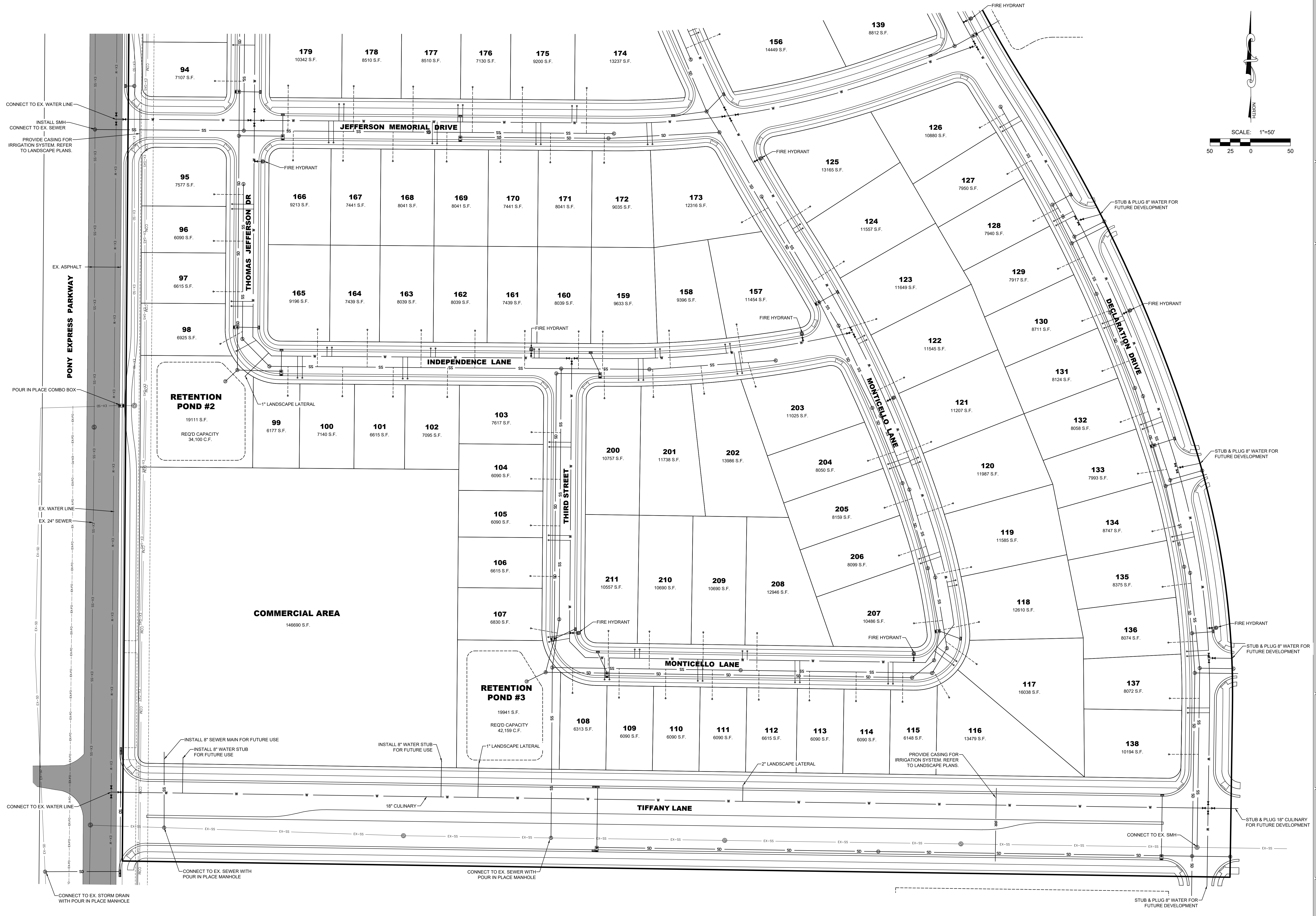
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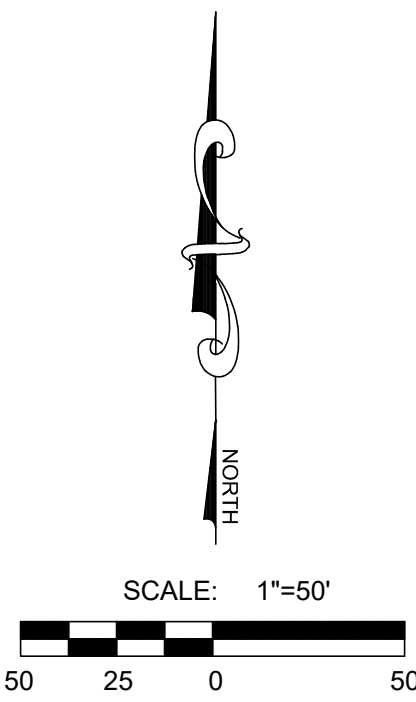
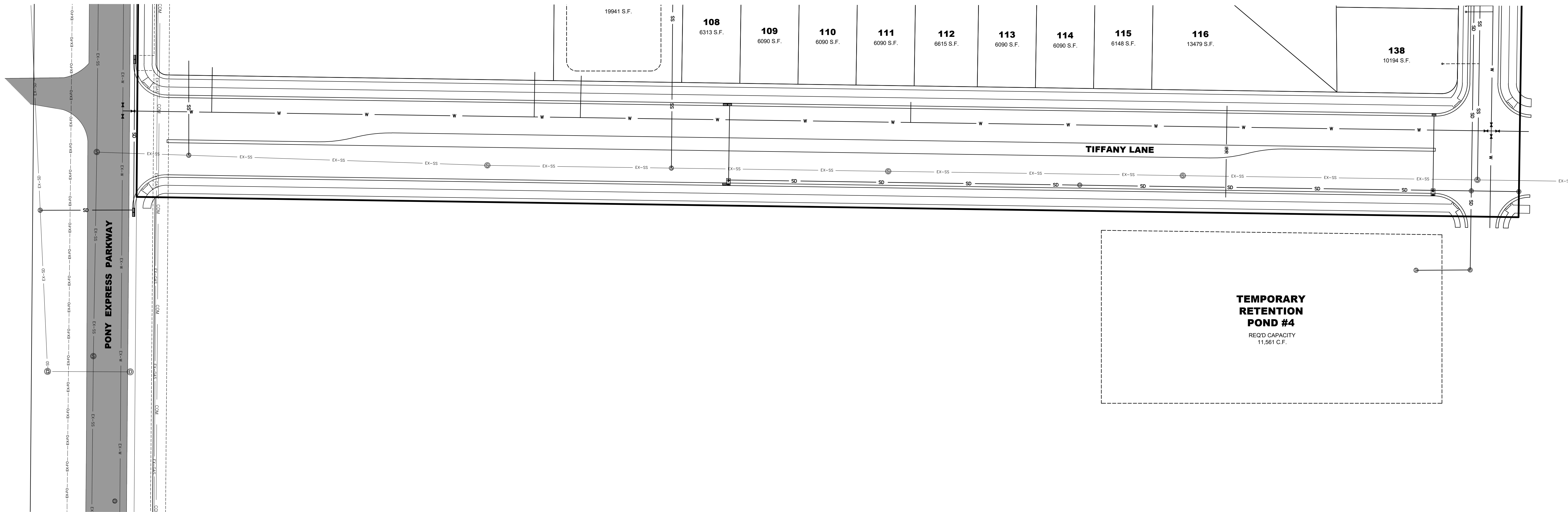
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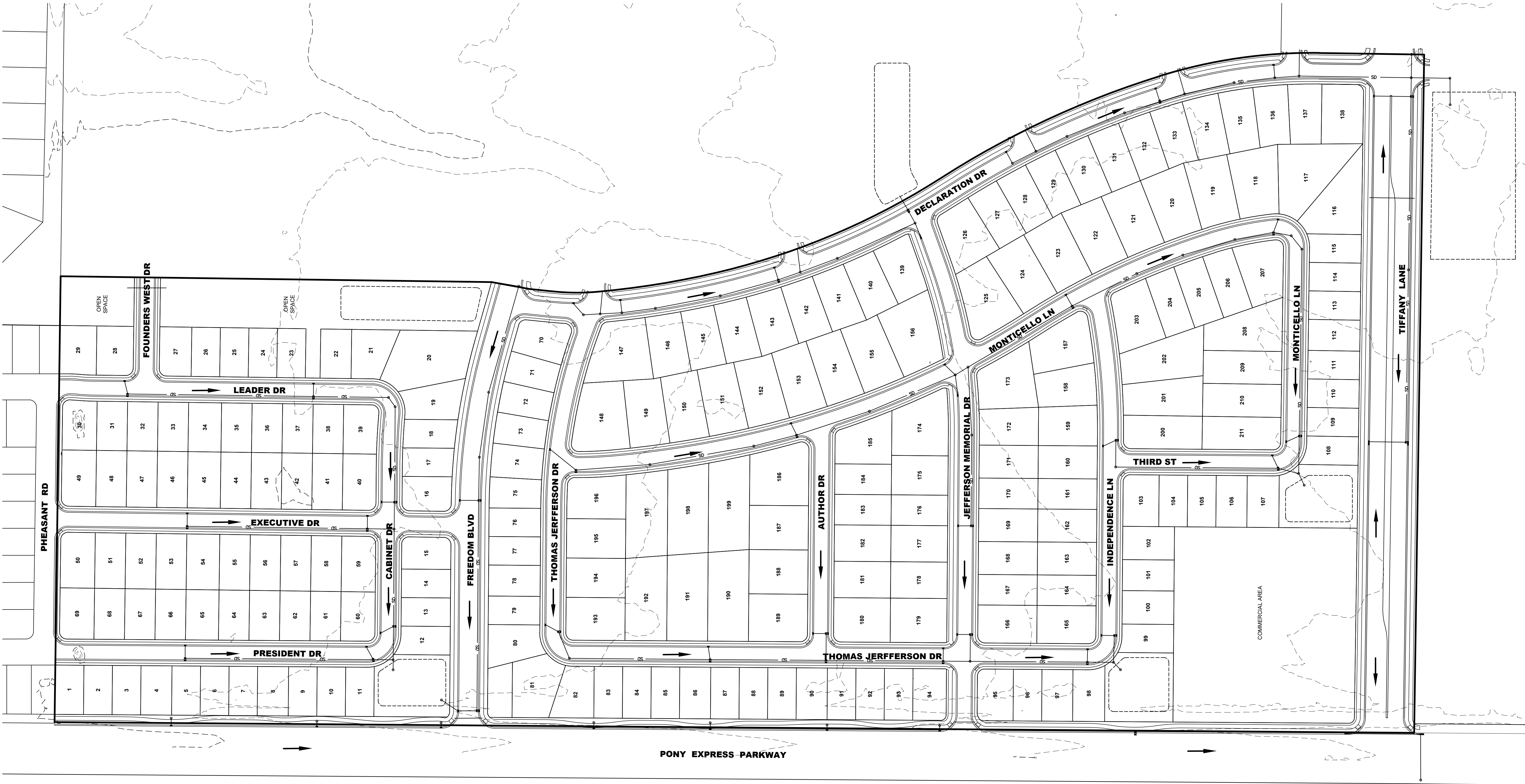
PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH
UTILITY LAYOUT 4

REVISIONS	
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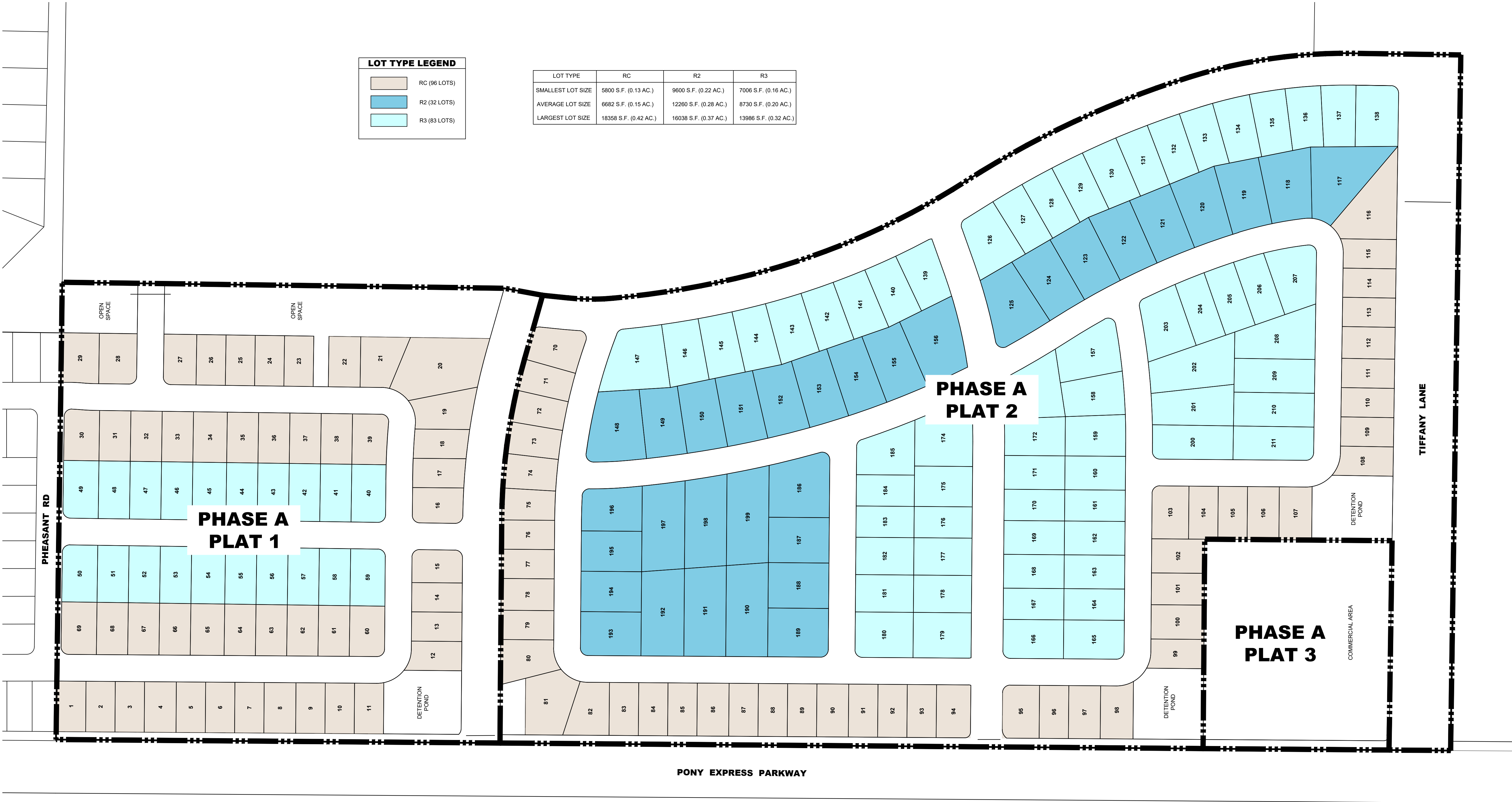
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CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH
GRADING PLAN

REVISIONS	
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NOT FOR CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH

PHASING PLAN /LOT PLAN

REVISIONS	
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LEI PROJECT #:
2019-0046

DRAWN BY:
RWH

DESIGNED BY:
BCT

SCALE:
1"=100'

DATE:
02/09/2022

SHEET

501



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CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PLAN 1
EAGLE MOUNTAIN, UTAH

DETAILS

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LEI PROJECT #:
2019-0046

DRAWN BY:
RWH

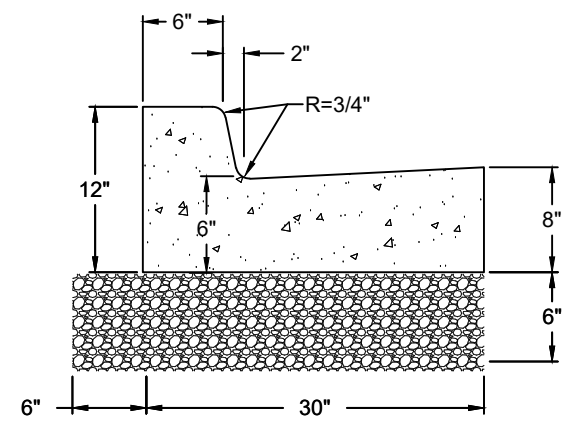
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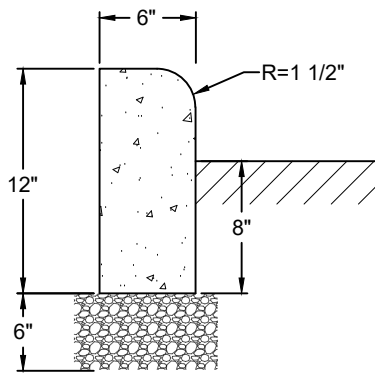
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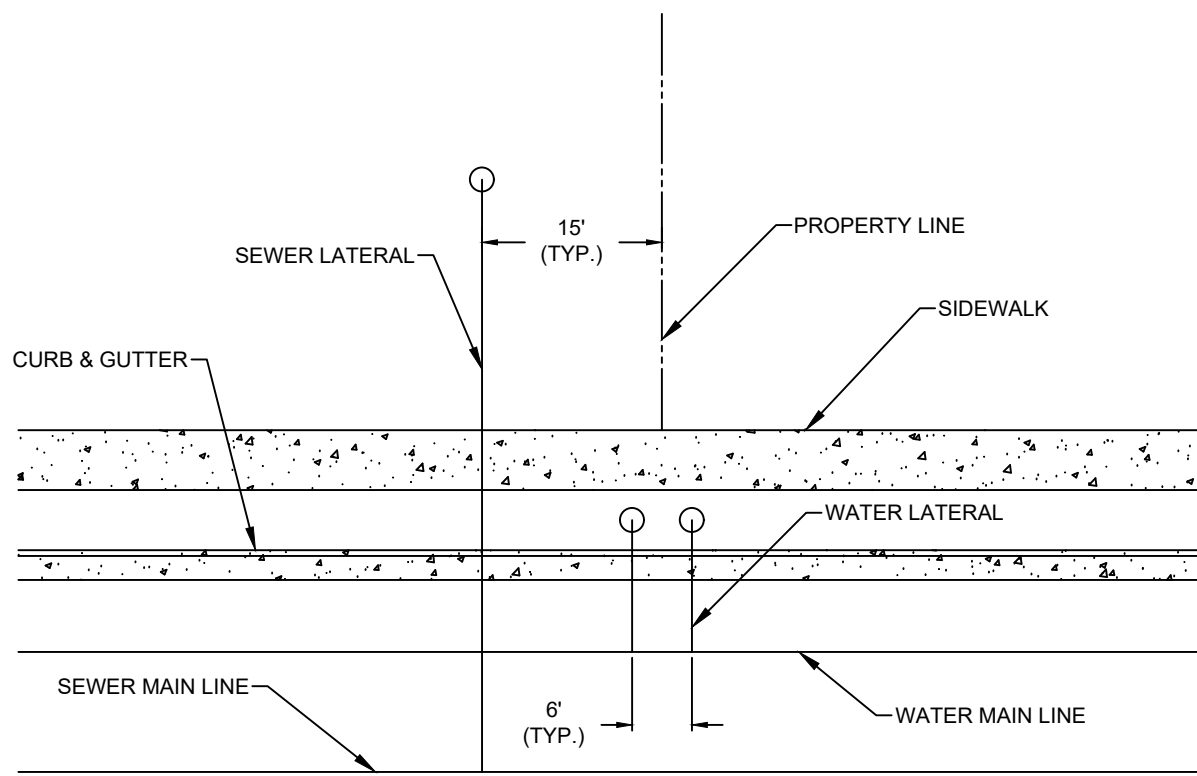


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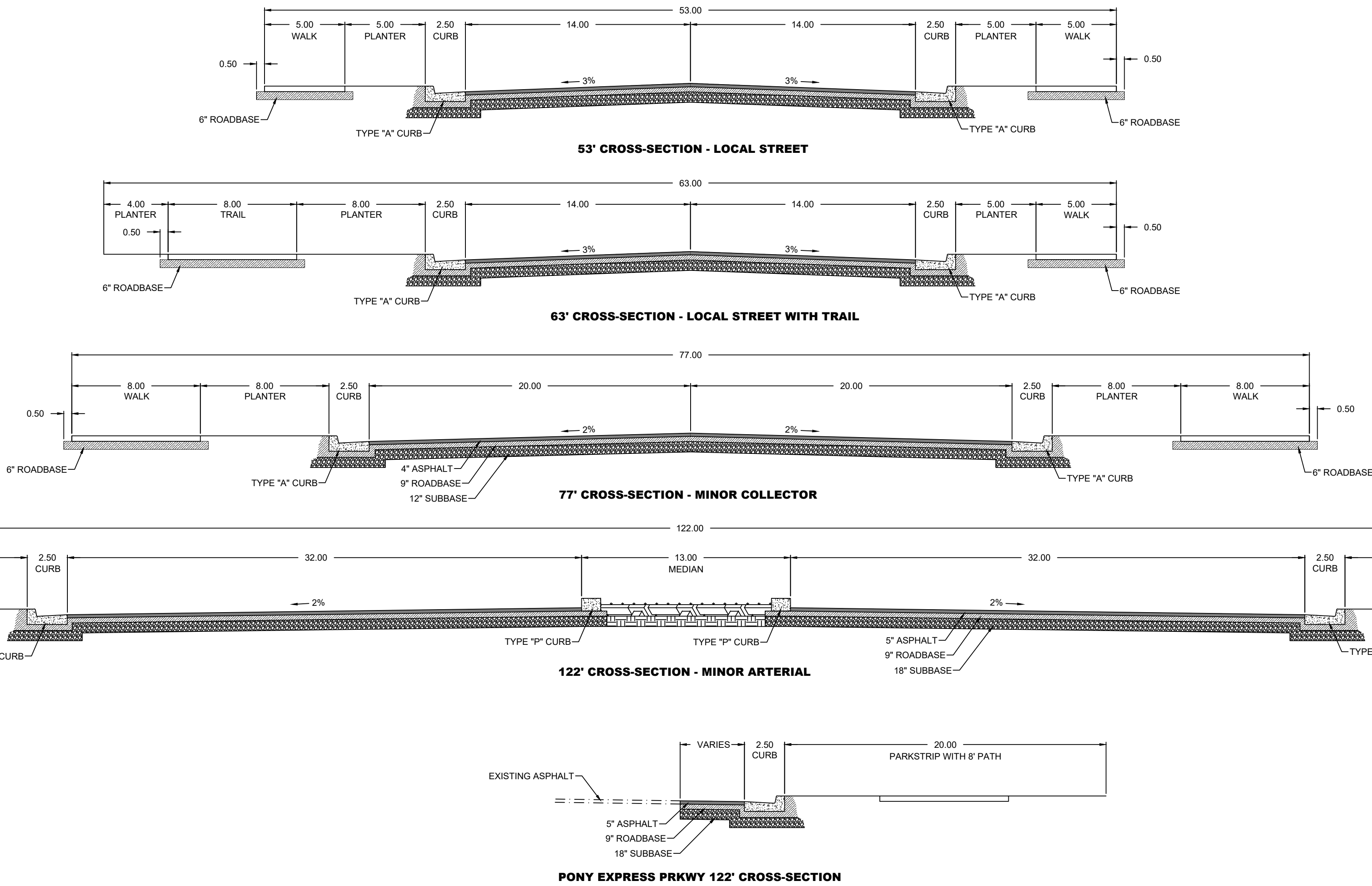


TYPE P

2 APWA CURB & GUTTER



3 TYPICAL UTILITY SERVICE DETAIL



1 ROADWAY CROSS SECTIONS

Master Plan



Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

Open Space - Improved

Open Space - Natural



Park & Open Space Map

Parks

- n** Neighborhood Park (2-10 Ac.)
- Public
- l** Local Parks (<2 Ac.)
- Private

Trails

- Regional (4.6 Miles)**
- 10' Asphalt
- Public
- Local (3.8 Miles)**
- 10' Asphalt
- Public

Special Open Space Areas

- pc** Power Corridor
- Public
- mf** Multi-Family Common Open Space
- Private





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE: SITE PLAN - Marketplace at Eagle Mountain Town Center (Lot 11 Pad A)

ITEM TYPE: Site Plan

APPLICANT: Bill Gaskill

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

BACKGROUND:

Bill Gaskill has applied for site plan approval for a Pad building located on the northwest corner of the intersection of Eagle Mountain Boulevard and Pony Express Parkway, also known as Marketplace at Eagle Mountain Town Center. The Marketplace at Eagle Mountain Town Center Master Site Plan and Preliminary plat were approved on August 18th 2020, with the development agreement being approved December 1st 2020. The property is zoned Commercial Community (CC).

ITEMS FOR CONSIDERATION:

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

- A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal *complies* with 17.100.050 A
- B. Screening Requirements: The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it *complies* with 17.100.050 B
- C. Access Requirements: The pad building is accessed via an internal roadway that comes off of Raven Way. The width of the access is under 40' and *complies* with 17.100.050 C
- D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials and therefore does not provide off-street Truck Loading Space.
- E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.
- F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer

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

17.72.030 A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located adjacent to Pony Express Parkway, but there is a drive-thru between the building and Pony Express Parkway, which prohibits pedestrian connections to the East elevation. A crosswalk is provided from Raven Way to the North to the front of the building across the drive-thru. It shall be up to the Planning Commission to determine if this complies with code.

17.72.030 A1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. The main entrance to the building is located on the West Elevation which opens to the main parking area with the rear (East elevation) facing toward Pony Express Parkway. It is the opinion of staff that the proposal doesn't orient the building to the road or a pedestrian way. As there are no entrances on the East elevation and a pedestrian access is provided from the north the Planning Commission may determine if this is appropriate or not.

17.72.030 B Requires surface parking to be located to the rear or side of the building, and that parking should not be located between any commercial building and the street. All parking is located to the rear of the building, thus this project *complies* with 17.72.030 B.

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

17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the primary façade. The proposed Pad site elevations are similar in look to the approved Marketplace at Eagle Mountain Town Center pad site elevations, and have been updated to include color schemes closer to those used in already approved pad buildings, it is the opinion of staff that elevations largely comply with code.

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

major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico. The main entrance of the structure orients towards the parking area, with the rear (East elevation) being the most plain of the elevations. Staff recommends additional details and features, such as awnings, be added to the East elevation.

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

17.72.040 D requires vertical and horizontal articulation. The building includes columns, awnings, and use of different materials providing visual articulation in *compliance* with 17.72.040 D

17.72.040 E1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposal uses reveals, awnings, columns, decorative trim and molding, decorative doors and windows, however, not all of the features are used on the rear (East Elevations).

17.72.040 F2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the Planning Commission to determine if the The North, South, and East elevation include large featureless surface or if you feel they comply with this standard.

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

Parking

Retail establishments require 1 stall per 300 square feet of gross floor area and a maximum of 1 stall per 200 square feet of gross floor area. The 5,758 SF of retail therefore requires between 20 and 29 Parking Stalls

Restaurants with drive-through require 1 parking stall per 125 square feet.

The 2,342 SF Restaurant with drive thru requires 19 Parking Stalls

Therefore this project requires a minimum of 39 parking stalls, and provides 46 stalls in *COMPLIANCE* with the parking standard

Drive Through

The proposal has a drive through which must meet the standards of 17.75.069 including up to 120 feet of stacking space.

Bike Racks

Per 17.35.050 K bike racks should be provided

REQUIRED FINDINGS:

Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100. The Marketplace at Eagle Mountain Town Center development agreement should also be considered with reviewing this application.

RECOMMENDATION:

The Planning Commission recommended approval of the Marketplace at Eagle Mountain Town Center Lot 11 Pad A Site Plan to the City Council **By a 4-0 vote** for the reasons in the staff report and in the meeting with the following condition:

1. Additional architectural details be added to the East Elevation so that it approaches the appearance of the West Elevations

ATTACHMENTS:

Civil and Landscape Plans
Elevations

The Marketplace at Eagle Mountain Town Center Lot 11

Eagle Mountain Boulevard & Pony Express Eagle Mountain, Utah, 84043

Survey Control Note:

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

Abbreviations

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

Legend

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



Vicinity Map
Not to Scale

Civil Sheet Index

C0.0	Cover Sheet
C0.1	Demolition Plan
CL.1	Site Plan
C2.1	Grading Plan
C3.1	Utility Plan
C4.1	Details
C4.2	Details
C4.3	Details
C5.1	Erosion Control Plan
C5.2	Erosion Control Details
L1.1	Landscape Plan
L2.1	Irrigation Plan
L3.1	Landscape & Irrigation Details

Eagle Mountain City General Notes

SEWER

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

WATER

- Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
- Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve, 6" below pipe on the sides & 12" above pipe (minimum).
- Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
- Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
- Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also $\frac{3}{4}$ " setters to have double braces. Setters to be set at 18" to 22" from the top of setter to top of lid.
- Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
- Water Can: the water can for $\frac{3}{4}$ " & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specification.
- Hydrants: hydrants to be 5' bury (minimum).
- Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
- Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
- Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
- Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
- Water line fittings: all fittings to have mega lug followers.
- Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN

- Bedding: $\frac{3}{4}$ " gravel 6" below and on sides of pipe & 12" above pipe (minimum).
 - ADS: all ADS pipe to be "HP" brand.
 - Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
 - Manholes: manholes to be within 1' of finished grade, 12" of whirly gig form (max) and no flat rings allowed. 12" of $\frac{3}{4}$ " gravel required under manholes/boxes.
- #### ROAD SECTION
- Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
 - UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
 - Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be $\frac{1}{2}$ " down from asphalt edge and concrete to be $\frac{1}{4}$ " to $\frac{3}{8}$ " down from asphalt edge.

Flood Zone

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

Basis of Bearings

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

Benchmark

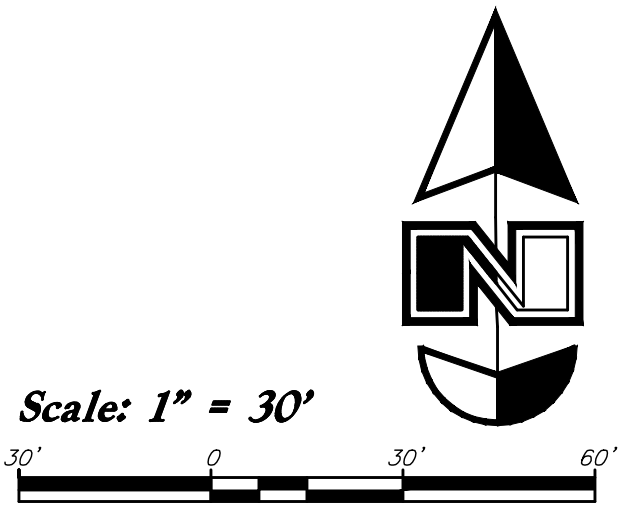
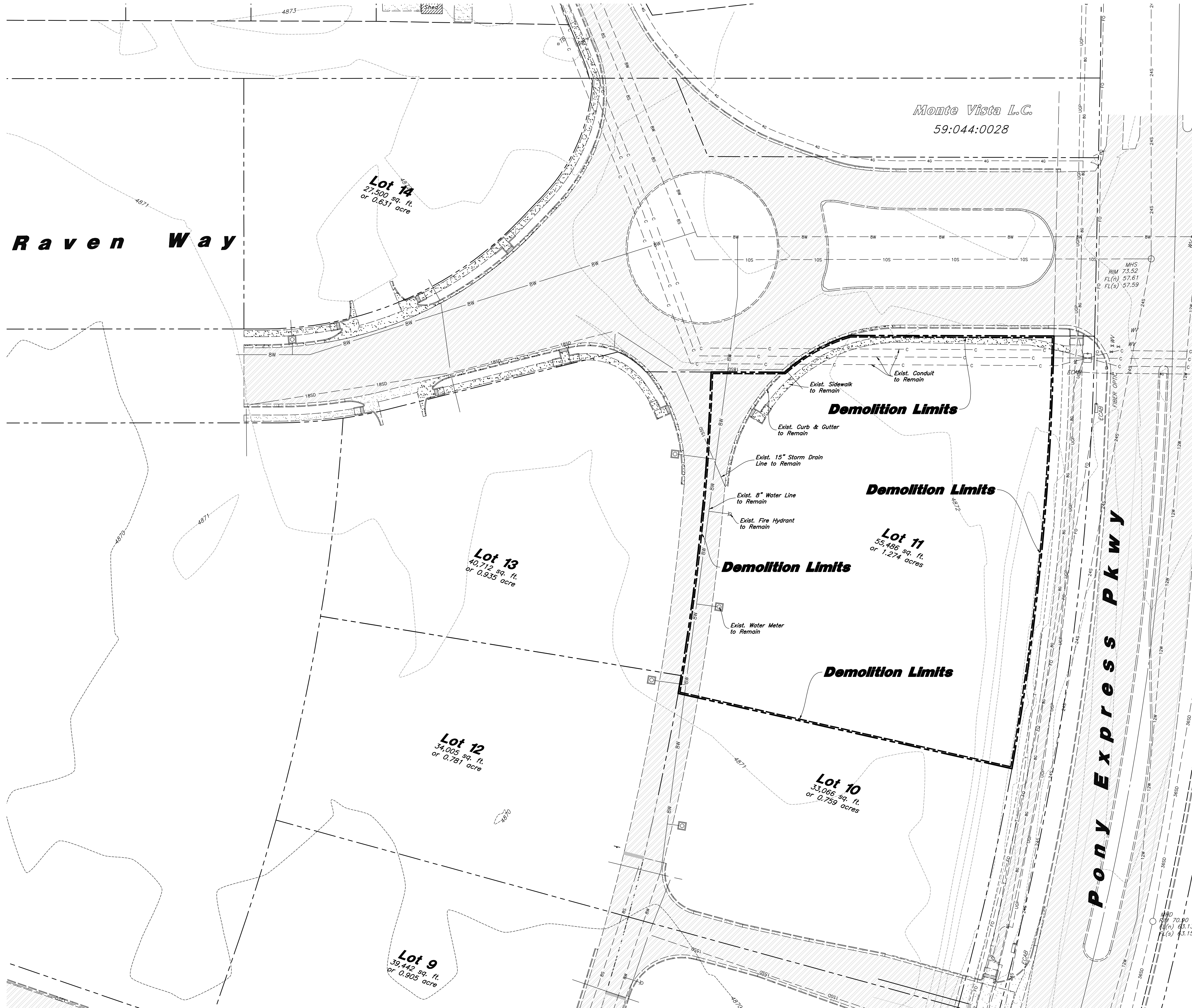
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4865.18 feet
Utah County Surveyor Tie Sheet, Published 2 April, 2002 Observed 16 September, 2020

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - awhengineering.net

Cover Sheet
The Marketplace at
Eagle Mountain Town Center Lot 11
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
SHAUN A. YOUNG
2/2/22
STATE OF UTAH

31 Jan, 2022
SHEET NO.
C0.0



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

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

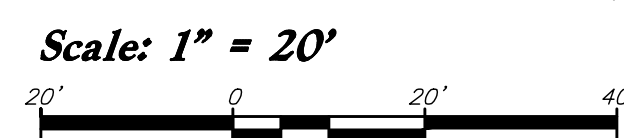
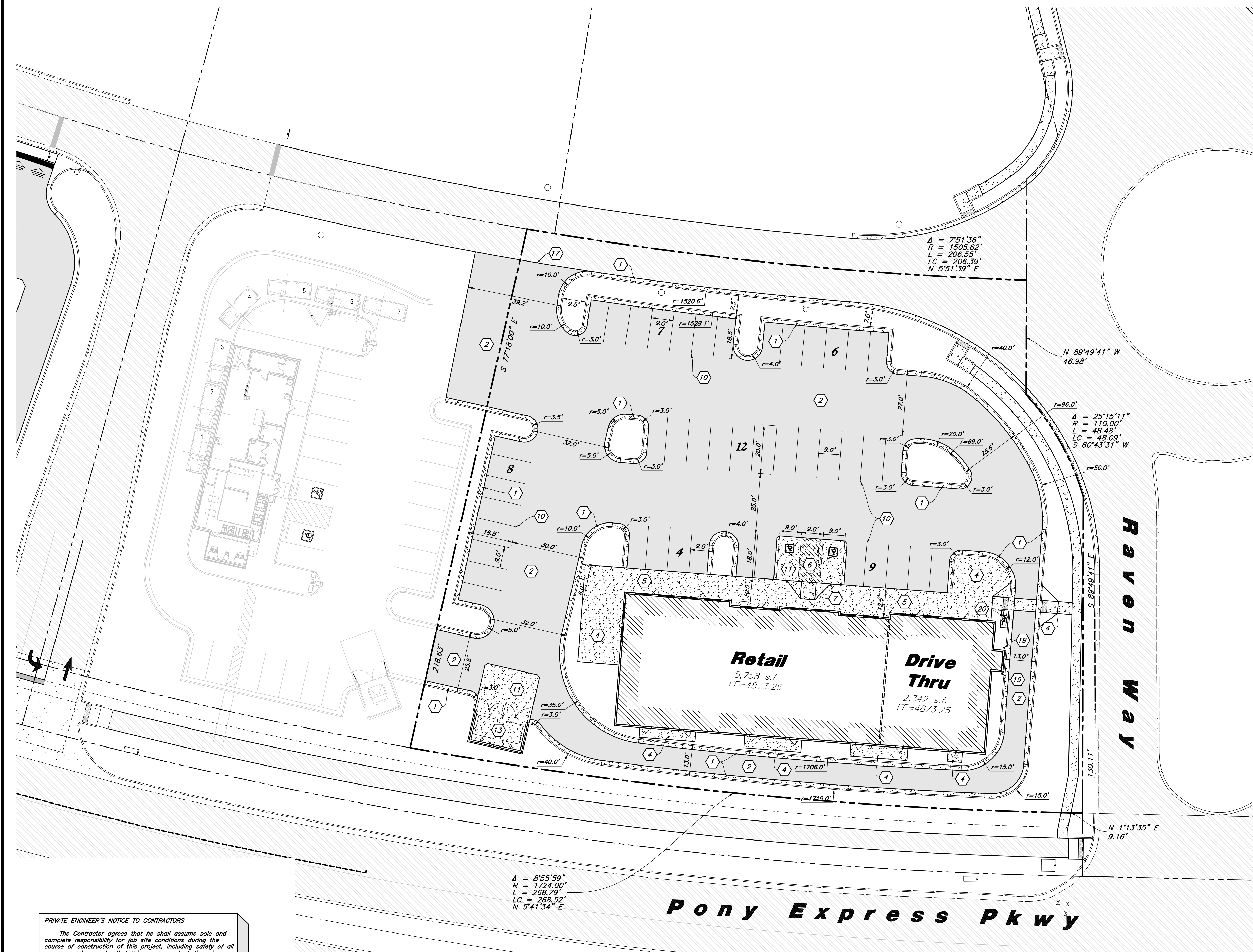
Know what's below. **811**
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-462-4111

DESIGNED BY: SY	
DRAFTED BY: DW	
CLIENT NAME: Corner Properties	
21-256 DM	

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

Demolition Plan
**The Marketplace at
Eagle Mountain Town Center Lot 11**
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

31 Jan, 2022
SHEET NO.
C0.1



Site Data
Site Area = 53,973 s.f. (1.239 ac.)
Landscape Area Provided = 9,018 s.f. (16.7%)
Impervious Area Provided = 36,855 s.f. (68.3%)
Building Area = 8,100 s.f. (15%)
Drive Thru = 2,342 s.f.
Retail = 5,758 s.f.
Parking Required
Drive Thru = 1/125 s.f. = 19 stalls
Retail = 1/200 s.f. Max/1/300 s.f. Min = 29/20 stalls
Min. Parking Required = 39 stalls
Max. Parking Allowed = 48 stalls
Parking Provided = 48 stalls

- Site Construction Notes**
- Const. 24" Curb & Gutter (1) C4.1
 - Const. Asphalt Paving Section (2) C4.1
 - Transformer; See Electrical Plans
 - Const. Conc. Sidewalk (4) C4.1
 - Const. Thickened Edge Sidewalk (5) C4.1
 - Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (16) C4.3
 - Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheet C2.2) (17) C4.3
 - Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (17) C4.3
 - Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (17) C4.3
 - Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness (6) C4.1
 - Const. Conc. Paving (6) C4.1
 - Sawcut; Provide Smooth Clean Edge (12) C4.2
 - Trash Enclosure (13) C4.2
 - Const. Directional Arrows per MUTCD
 - Const. 24" White Stop Bar
 - Const. Stop Sign per MUTCD R1-1
 - Conn. & Match Existing Improvements
 - Const. Landscaping (Coordinate w/ Landscape Plan)
 - Const. 6" Conc. Bollard (18) C4.3
 - Const. Bike Rack (3) C4.1

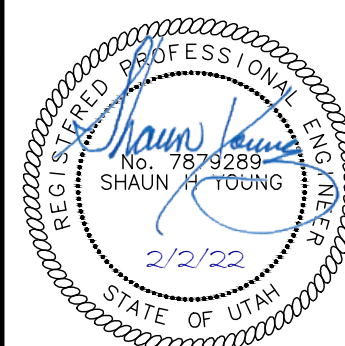
- General Site Notes:**
- All dimensions are to back of curb unless otherwise noted.
 - Fire lane markings and signs to be installed as directed by the Fire Marshal.
 - Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
 - Const. curb transition at all points where curb abuts sidewalk, see detail.
 - Contractor shall place asphalt paving in the direction of vehicle travel where possible.
 - Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

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

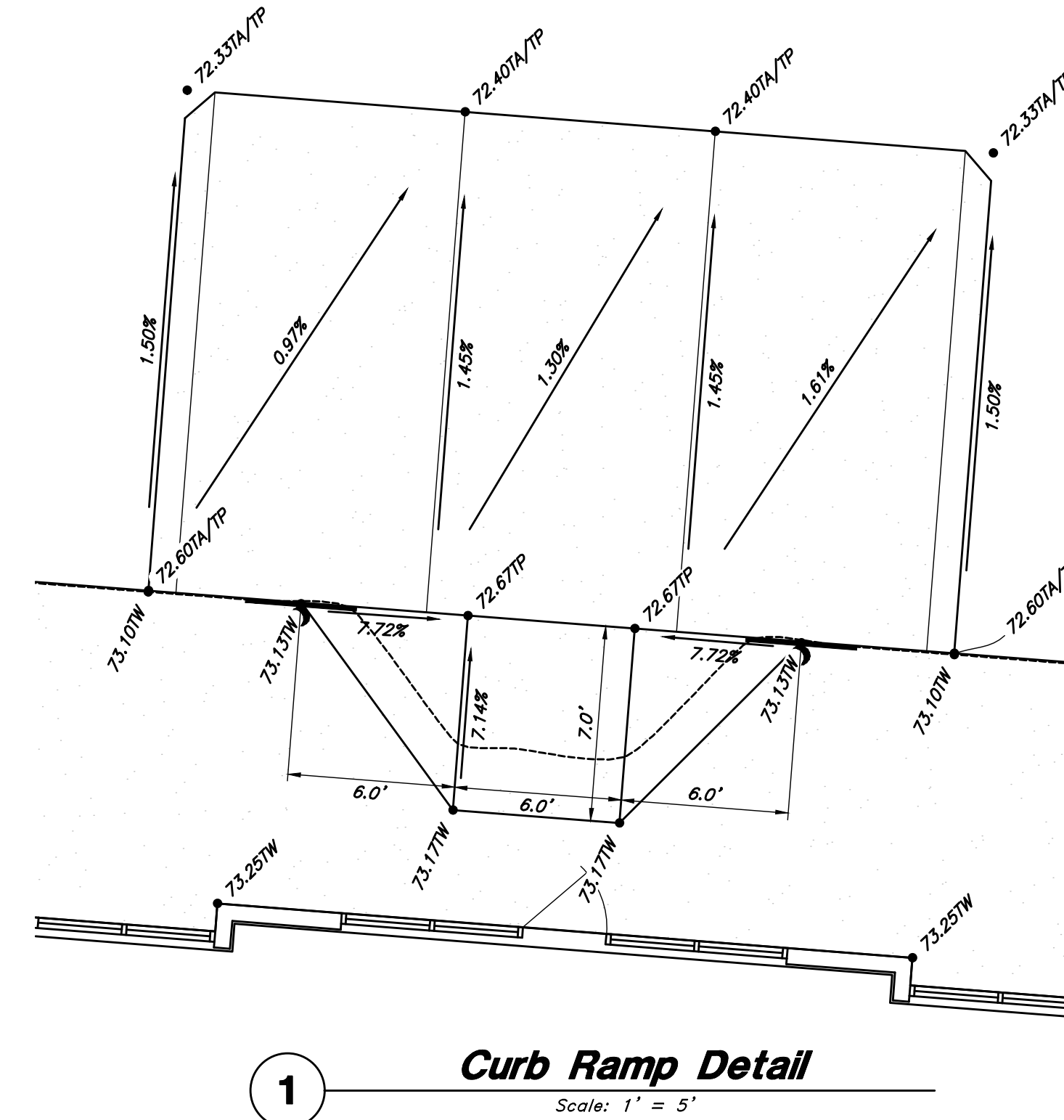
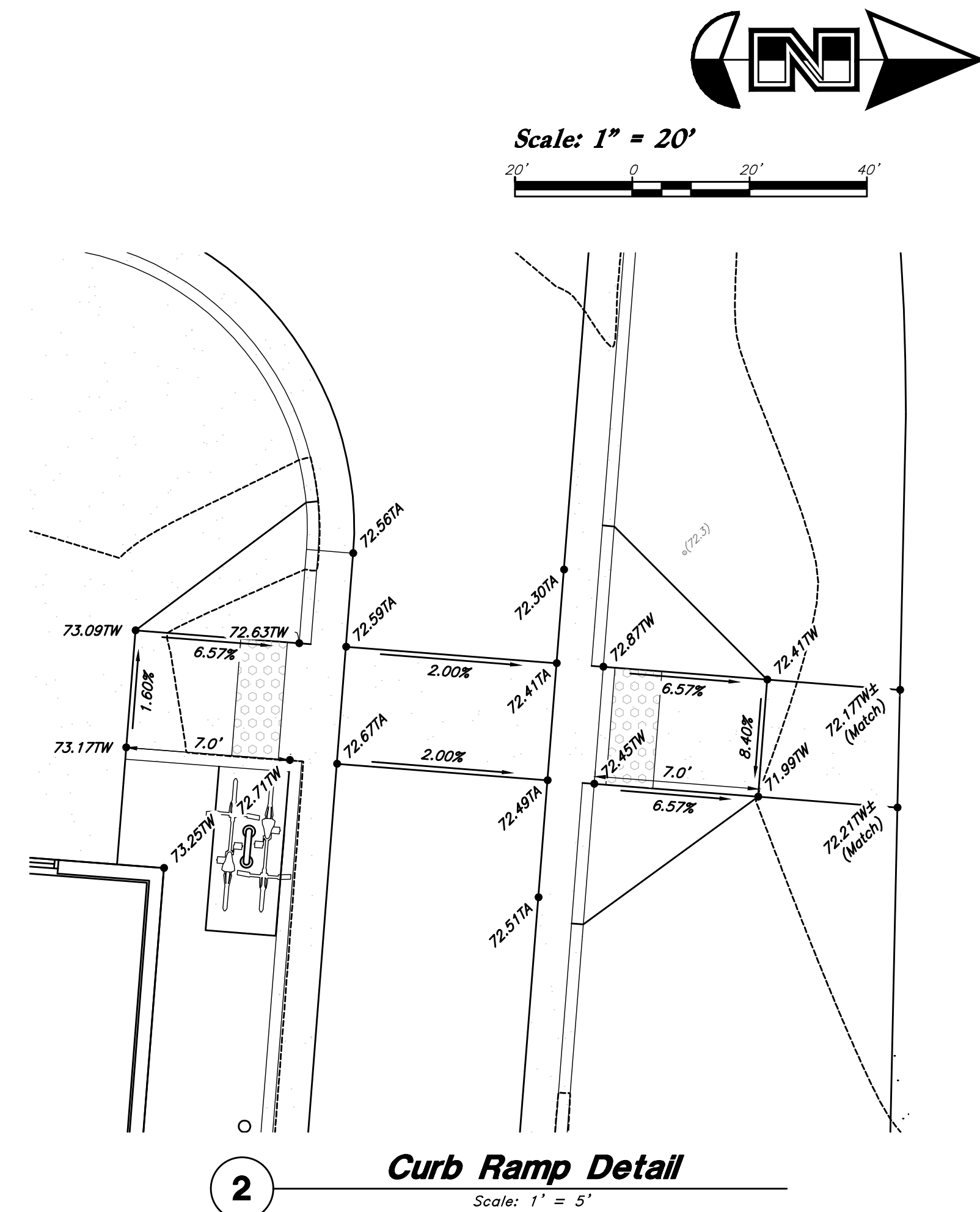
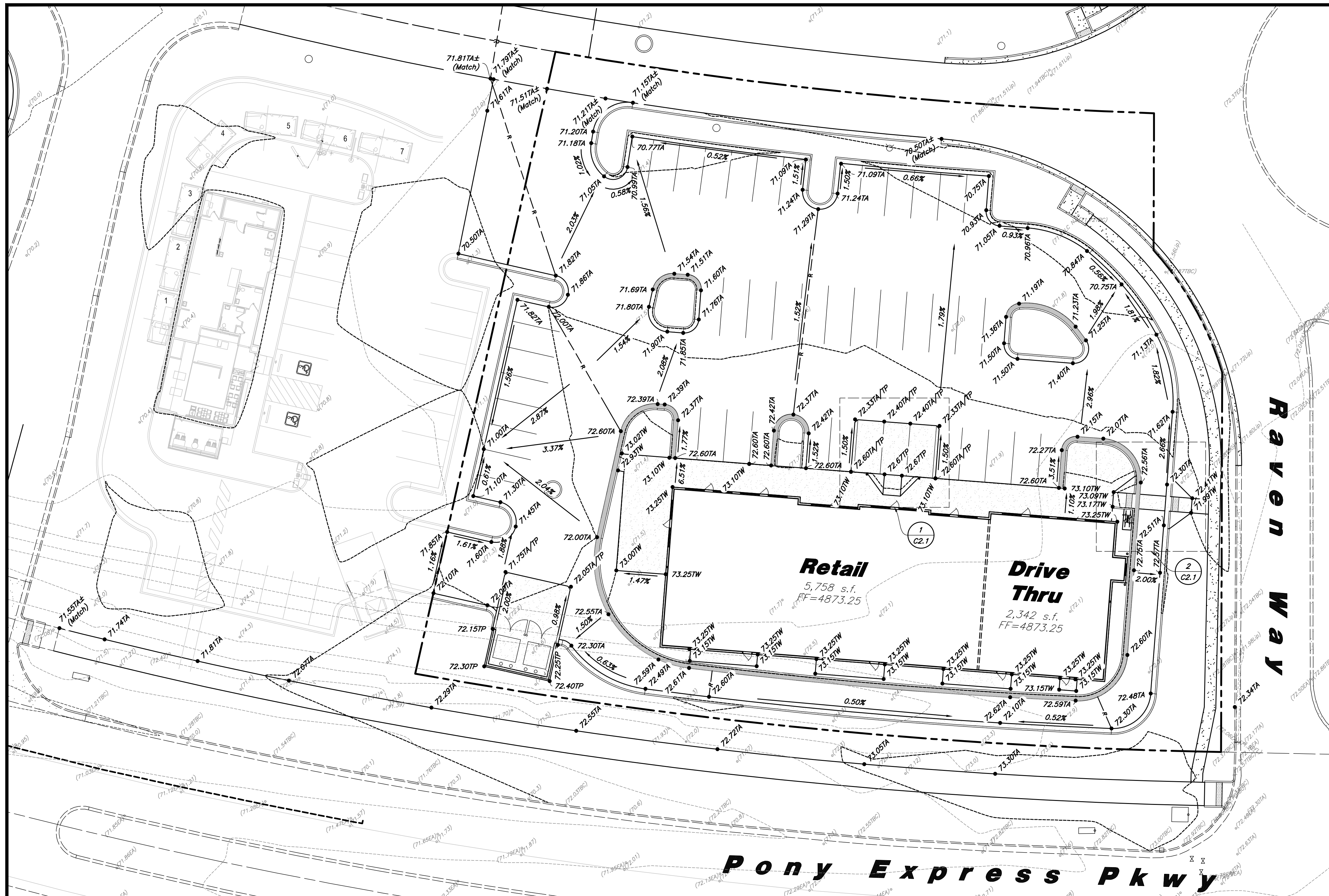
ANDERSON WAHLEN & ASSOCIATES
16,789,889
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - AWaengineering.net

Site Plan
The Marketplace at
Eagle Mountain Town Center Lot 11
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah



31 Jan, 2022
SHEET NO.
C1.1





General Grading Notes:

- All grading shall be in accordance with the project geotechnical study.
- Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
- Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
- Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
- Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
- Fills shall be benched into competent material as per specifications and geotechnical report.
- All trench backfill shall be tested and certified by a Geotechnical Engineer.
- A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
- The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
- Dust shall be controlled by watering.
- The location and protection of all utilities is the responsibility of the permittee.
- Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
- All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
- The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.

- The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
- Aggregate base shall be compacted per the geotechnical report prepared for the project.
- The recommendations in the following Geotechnical Engineering Report by GSH are included in the requirements of grading and site Preparation. The Report is titled "Eagle Mountain Shopping Center, NWC of Eagle Mountain Blvd and Pony Express Parkway" Project No.: 0259-014-20 Dated: January 5, 2021
- As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
- If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of solid materials or contaminated soil.

Curb and Gutter Construction Notes:

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

Sidewalk Construction Notes:

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

DESIGNED BY	SY
DRAWN BY	DW
CLIENT NAME	Corner Properties
PROJECT NAME	21-256 GR

ANDERSON WAHLEN & ASSOCIATES

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Grading Plan

The Marketplace at Eagle Mountain Town Center Lot 11

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

31 Jan, 2022

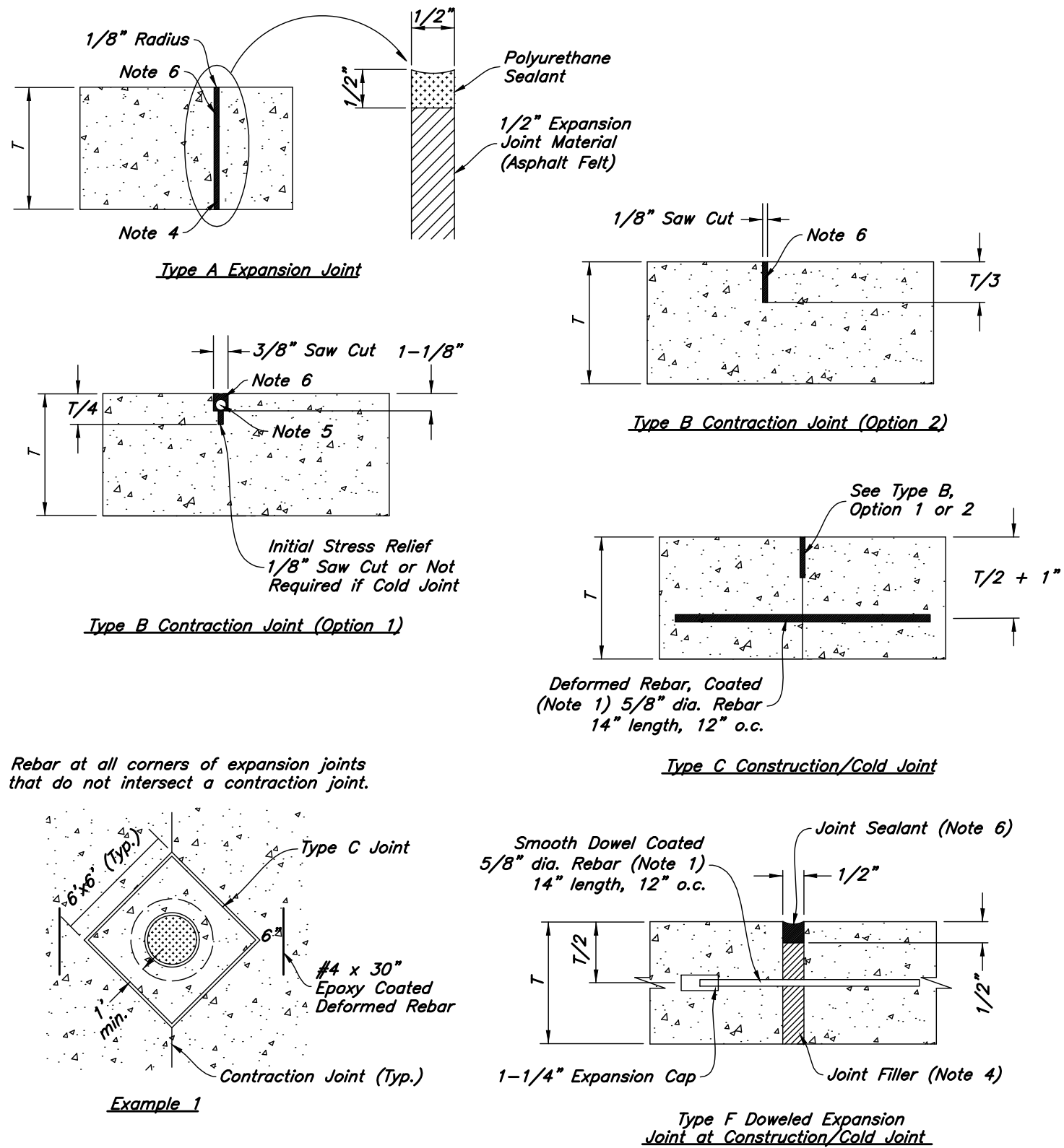
SHEET NO.

C2.1



***The Marketplace at
Eagle Mountain Town Center Lot 11***
*Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah*

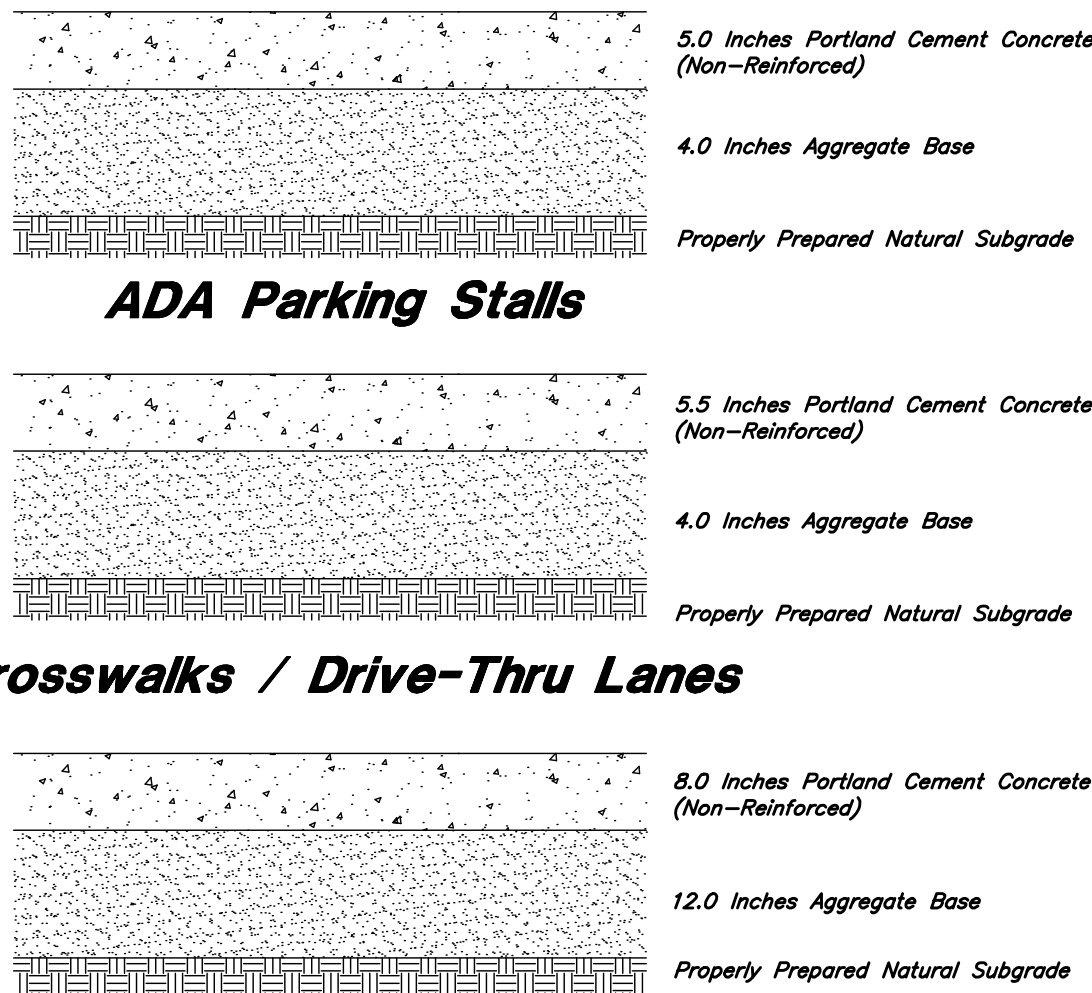
1. **REINFORCEMENT:** ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.
- A. Space rebar and dowels at 12 to 15 inches on center.
- B. Grease dowels to provide movement in expansion joints.
- C. Keep tie bars in the vertical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



8

Concrete Joint Detail

Not to Scale



6

Concrete Paving Section

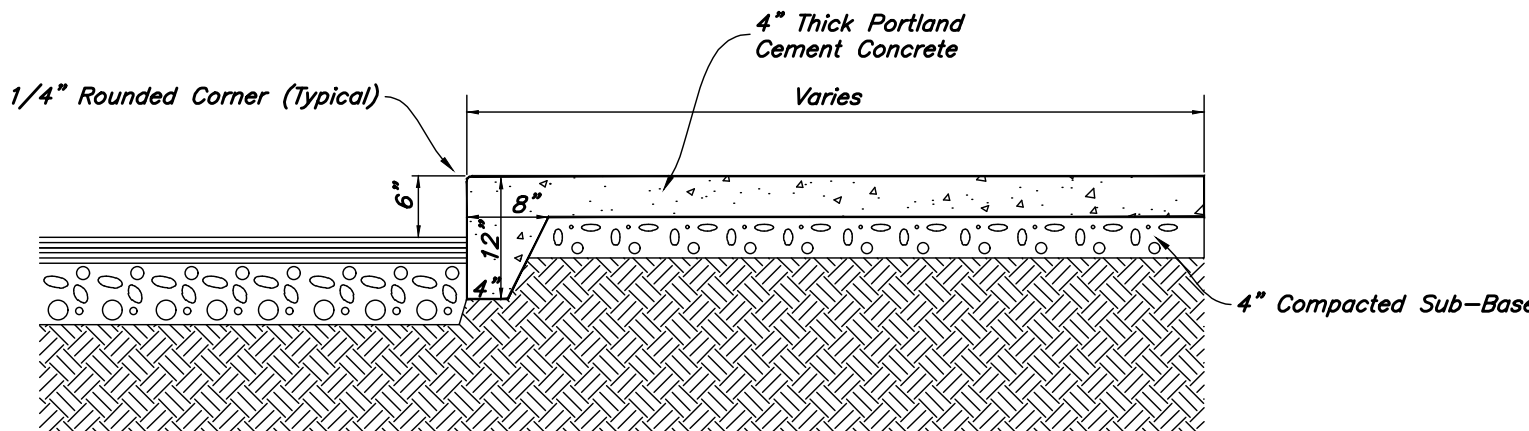
Not to Scale

Contraction Joints

- A. Spacing = 10' O.C.

Expansion Joints

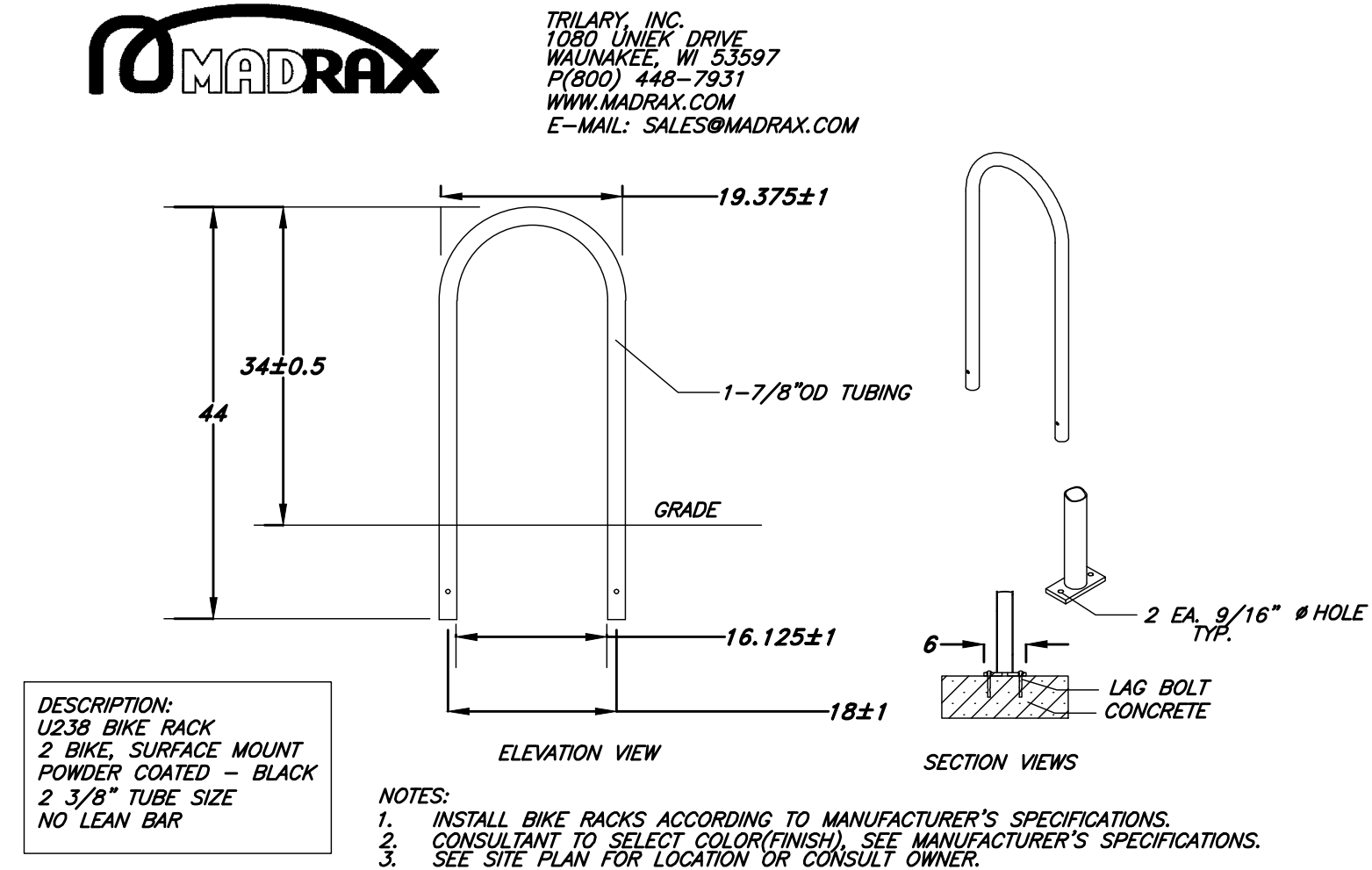
- A. Make expansion joints full depth, see joint detail
- B. Place expansion joint at all cold joints
- C. Expansion joints are required at the start of end of curb radius.



5

Thickened Edge Walk

Not to Scale

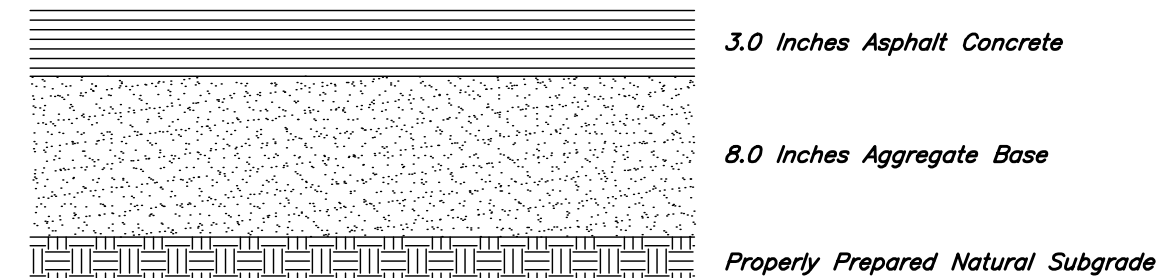


3

Bike Rack

Not to Scale

1. See Geotechnical Report for Project



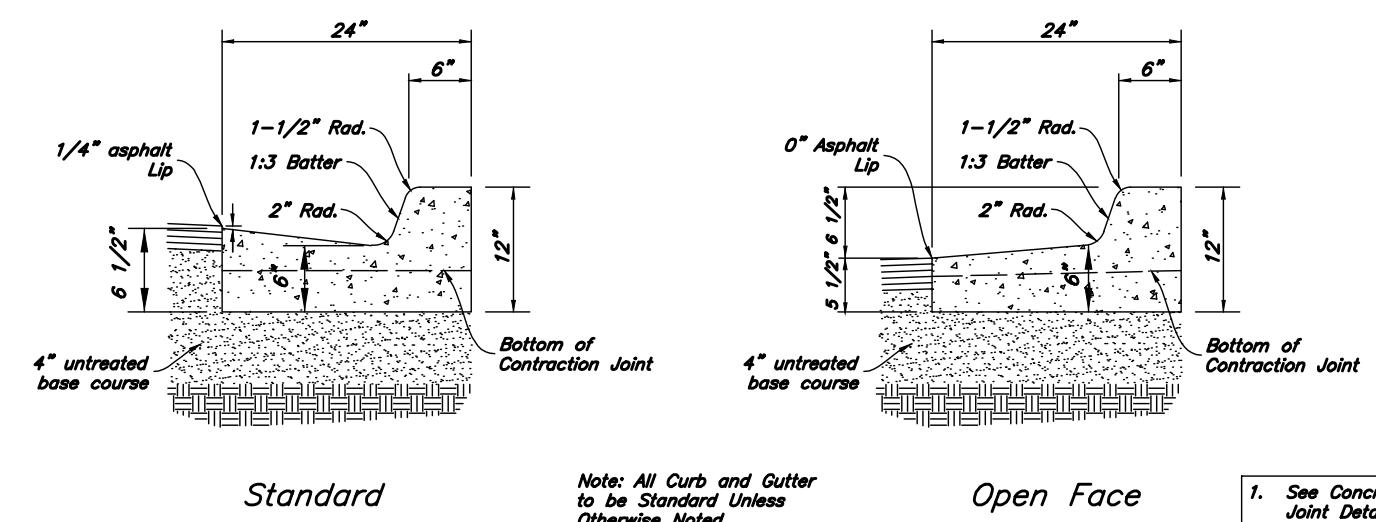
Standard Paving

2

Asphalt Paving Section

Not to Scale

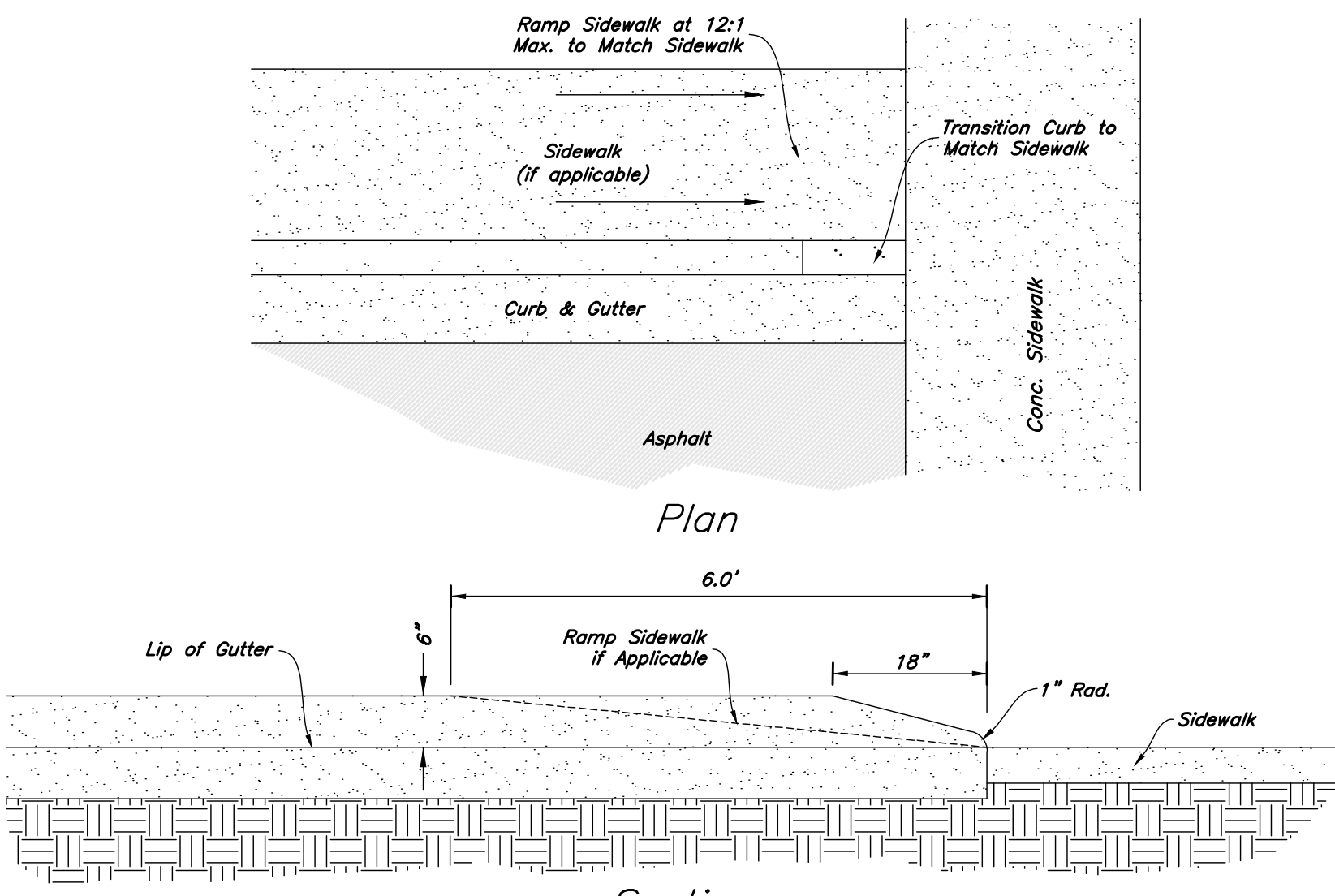
1. **Contraction Joints**
- A. Spacing = 10' o.c., see joint detail
- B. 1/8" wide by 2" deep from top of curb at 15'-0" intervals
2. **Expansion Joints**
- A. Make expansion joints full depth, see joint detail
- B. Place expansion joint at all cold joints
- C. Expansion joints are required at ends of all radii 0.08.
- D. Required 5'-0" on each side of drainage structures
- E. Required at 90'-0" maximum intervals in straight curb and gutter
- F. Provide #6 x 18" long smooth steel dowel bars with 1" dia. grease cap through expansion joints (5" thick bituminous filler material)
3. 2'-6" Long tie bar on 2'-6" centers shall be provided when curb is adjacent to P.C.C. pavement
4. Provide (2) #6 x 2'-6" long tie bars to connect existing and new curb and gutter
5. Remove forms as early as possible. Brush top and face of curbs to remove all imperfections. Typical of all form work.
6. All radii shall be true arcs
7. Medium to light broom finish on all exterior concrete



1

24" Curb And Gutter

Not to Scale



7

Curb Transition

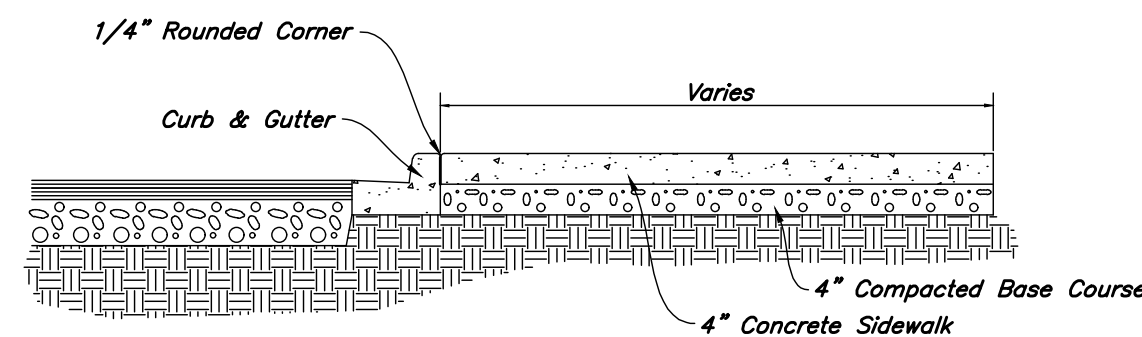
Not to Scale

Contraction Joints

- A. Spacing = 10' O.C.

Expansion Joints

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



4

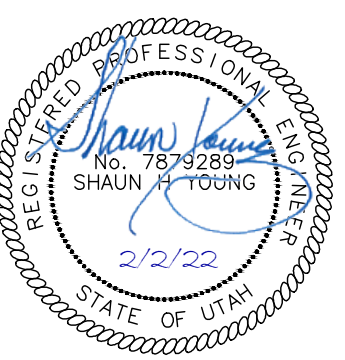
Typical Sidewalk Detail

Not to Scale

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(801) 521-8529 - anwaengineering.net

Details

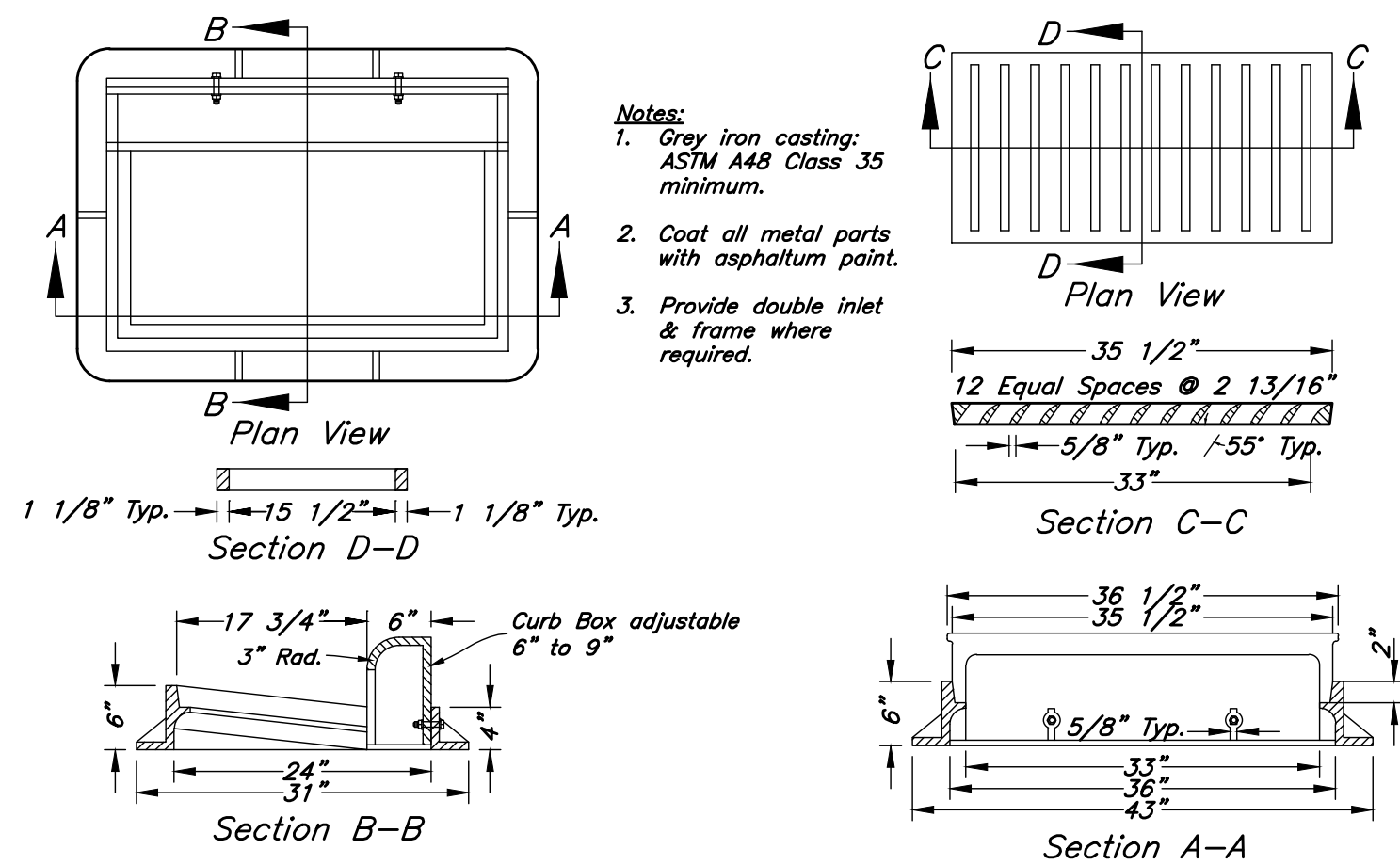
The Marketplace at
Eagle Mountain Town Center Lot 11
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah



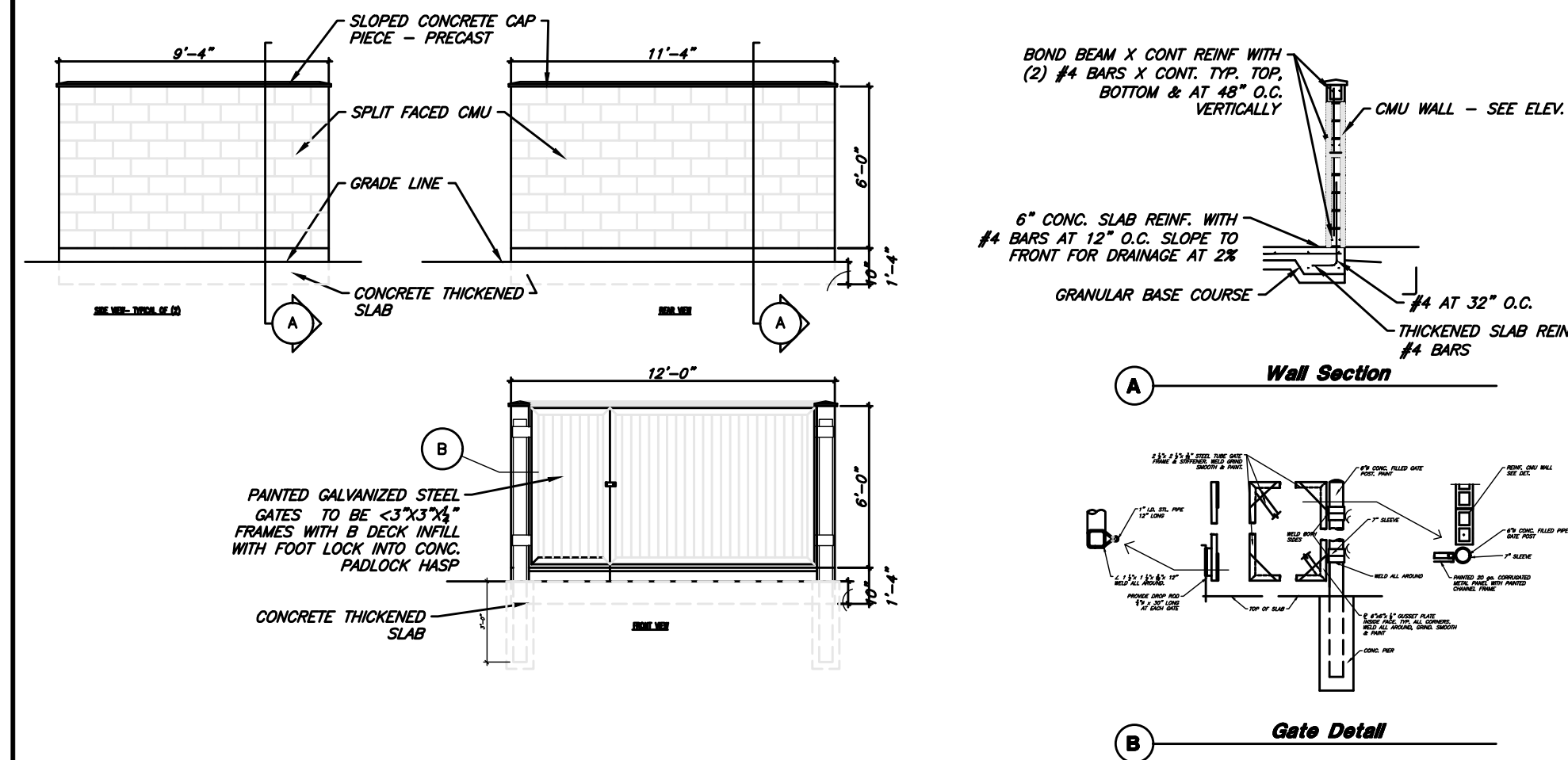
31 Jan, 2022

SHEET NO.

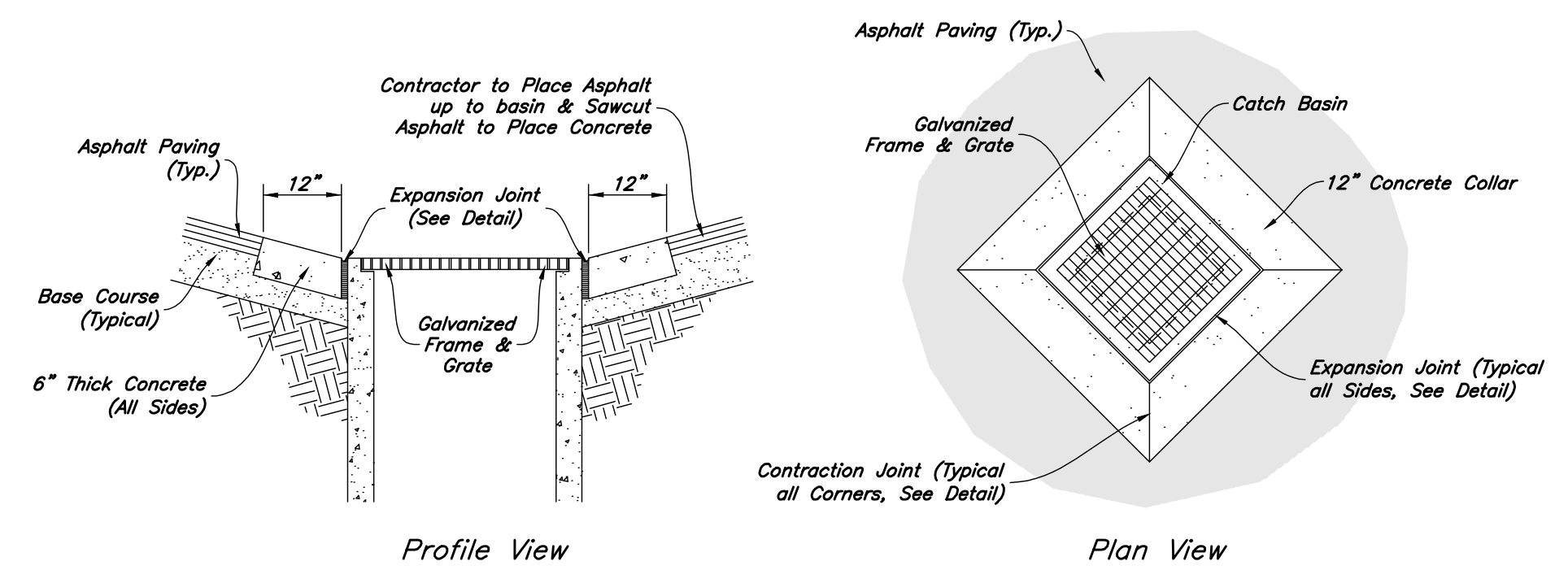
C4.1



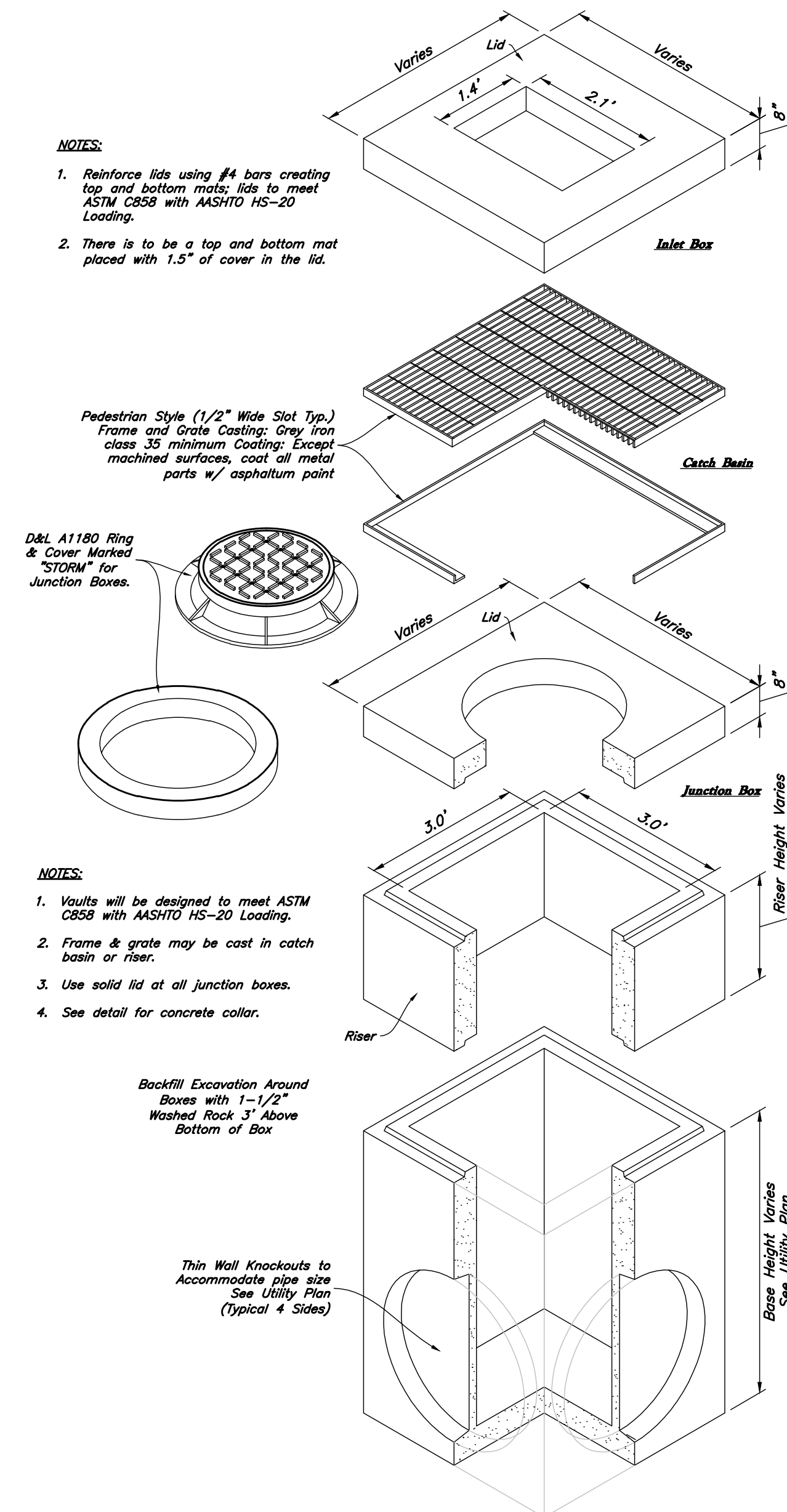
15 Inlet Grate Frame
Not to Scale



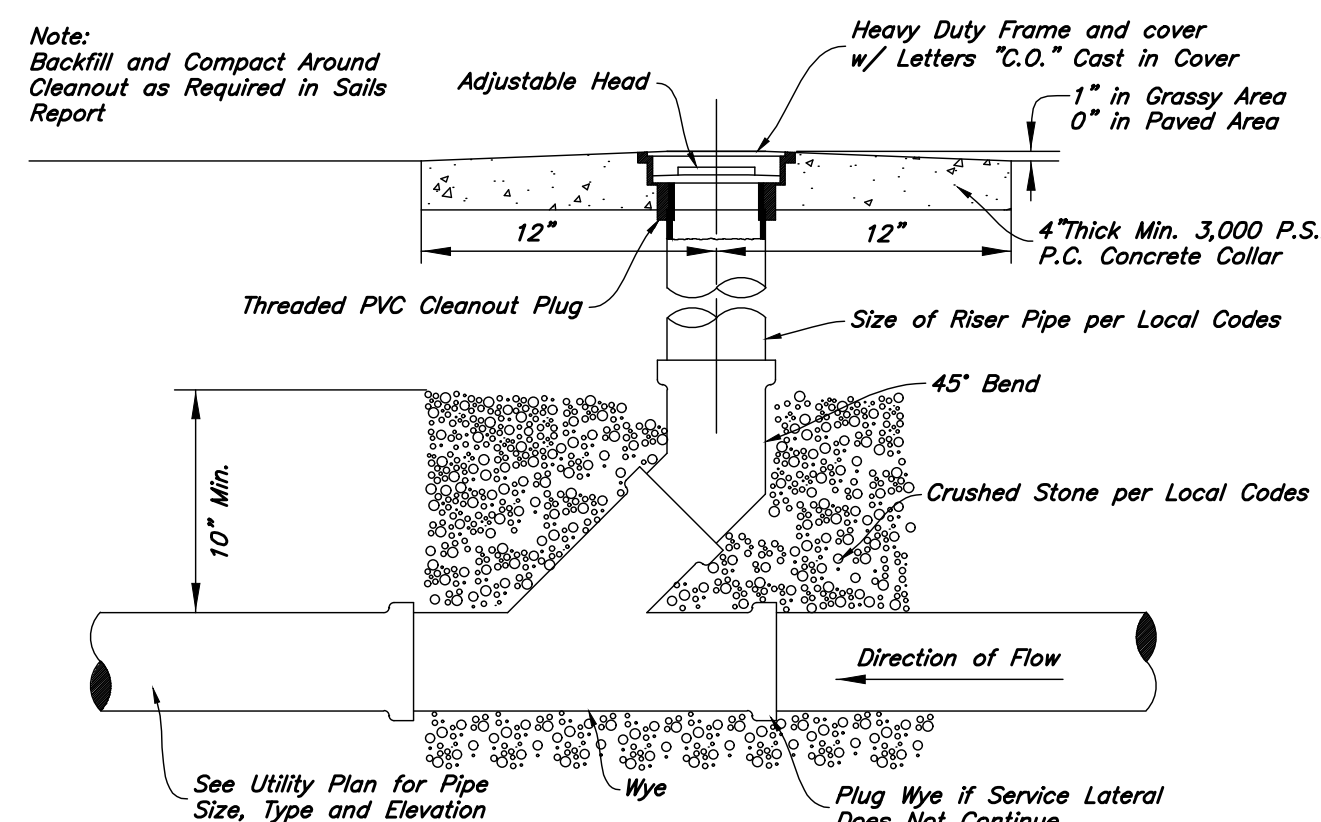
13 Trash Enclosure Detail
Not to Scale



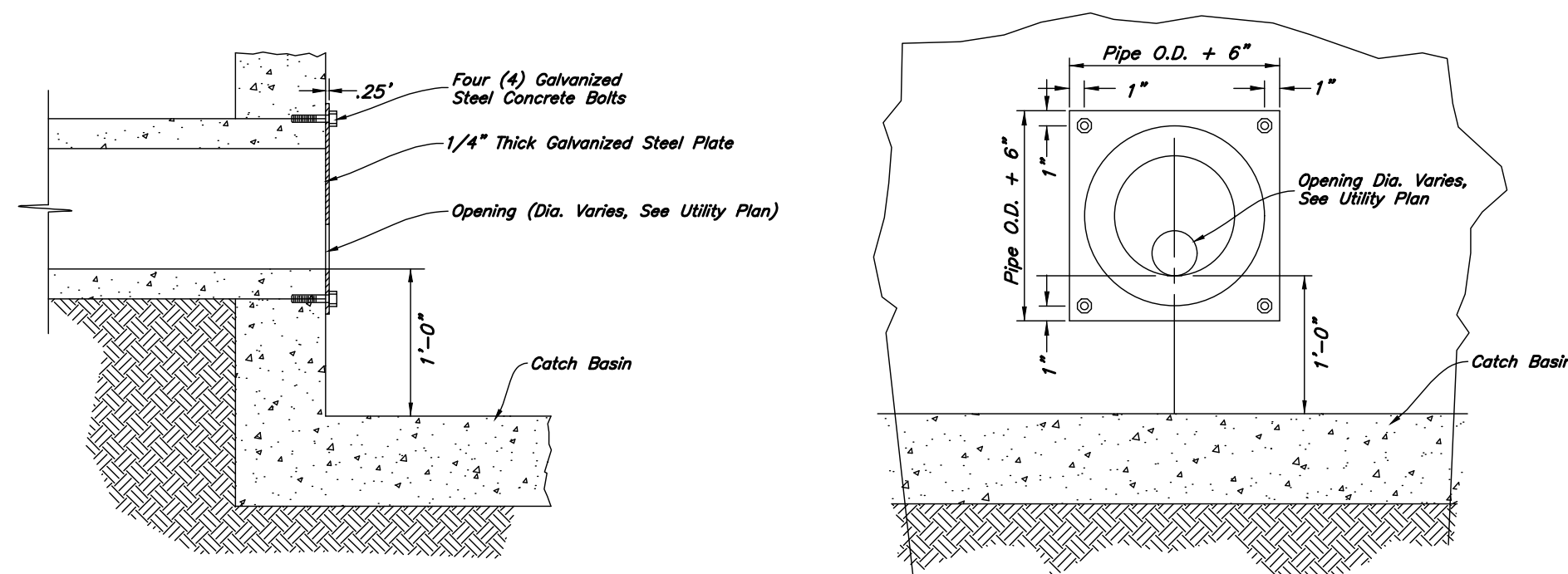
10 Concrete Collar Detail
Not to Scale



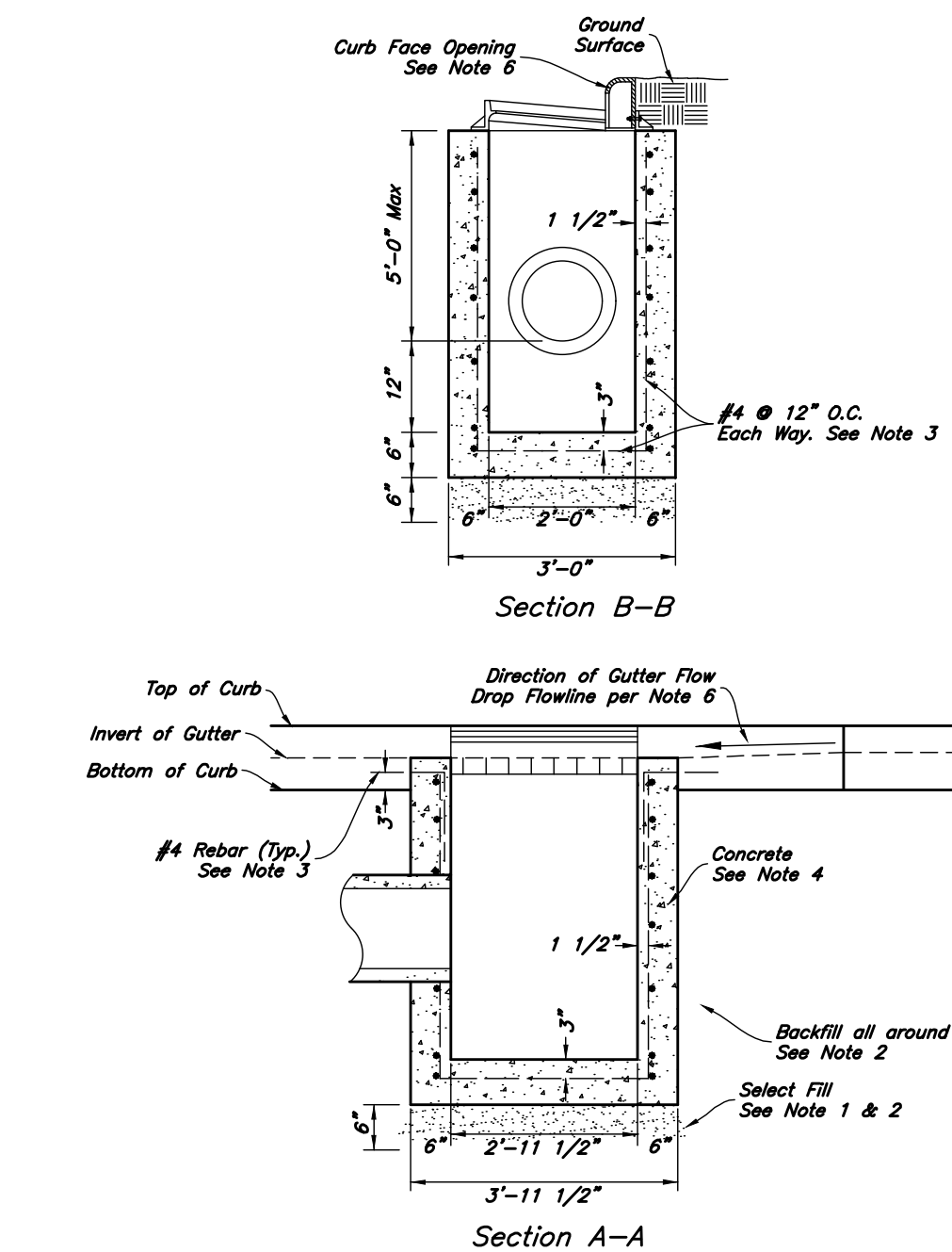
14 Precast 3' x 3' Catch Basin Junction Box/inlet
Not to Scale



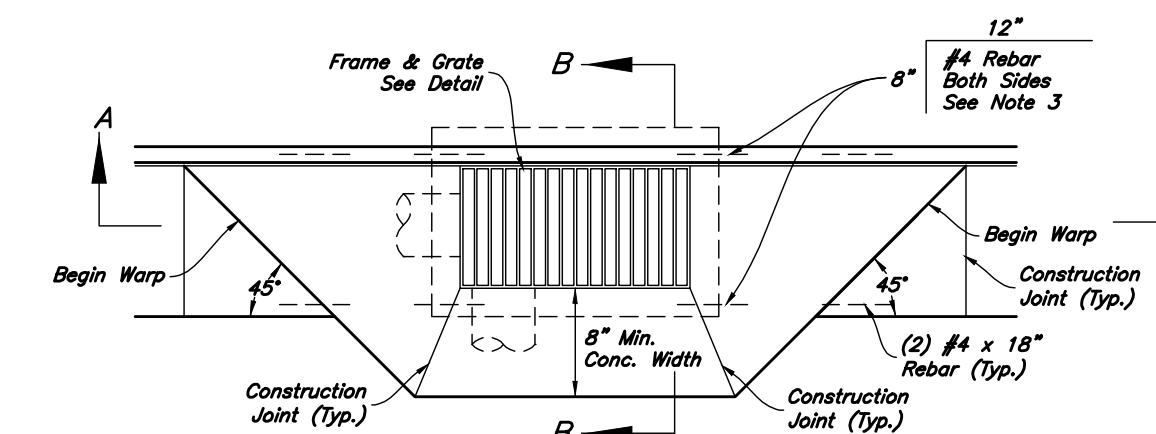
12 Typical Cleanout Detail
Not to Scale



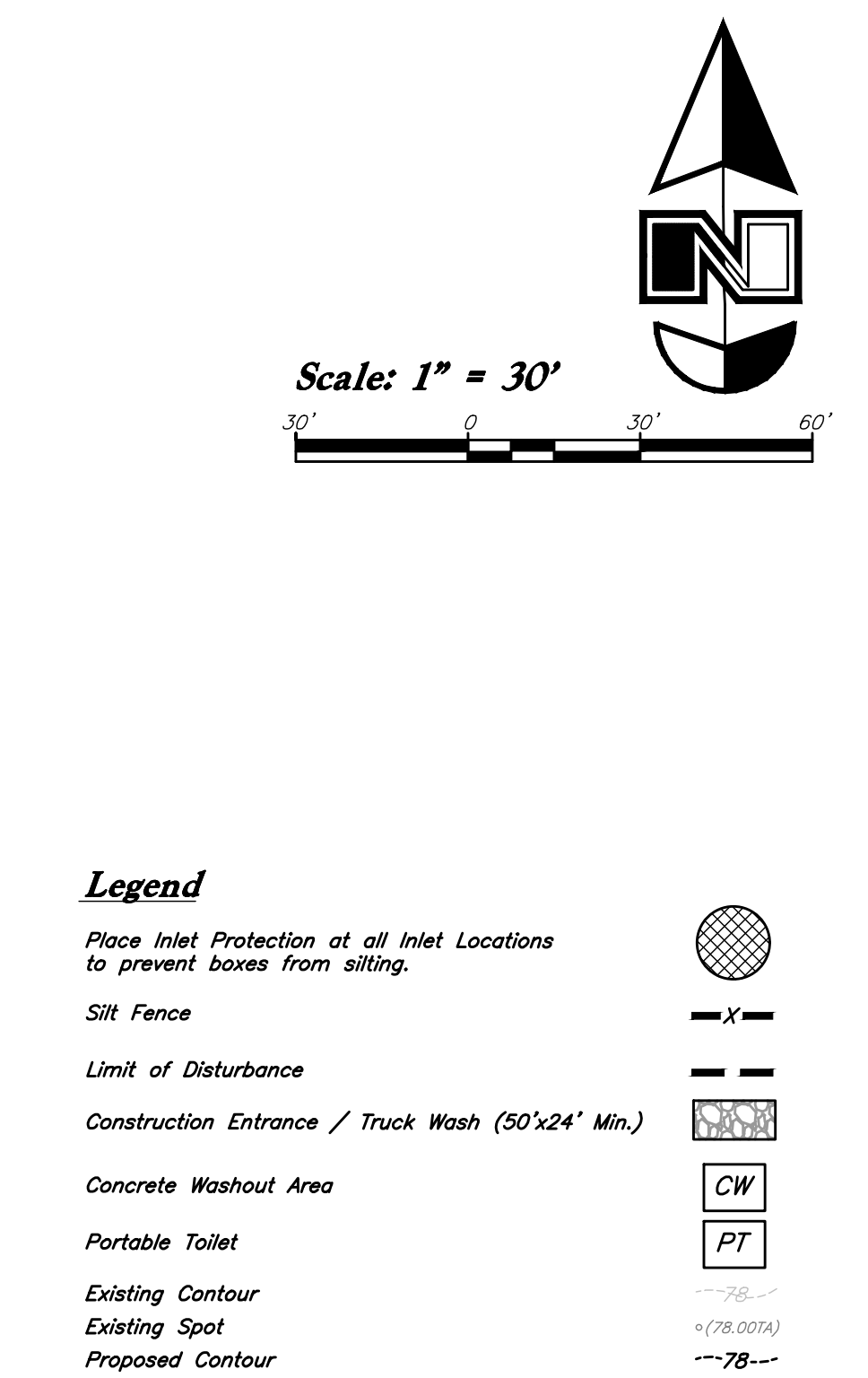
11 Orifice Plate Detail
Not to Scale



- Catch Basin Notes:**
1. Select Fill: Use untreated base course grade 1 or grade 3/4 per APWA Section 02060. Use of sewer rock or recycled aggregate requires Engineers written approval.
 2. Backfill: Install and compact all backfill material or APWA Section 02321. APWA Section 03200.
 3. Reinforcement: Use ASTM A 615, grade 60 deformed steel rebar. See Note 3.
 4. Concrete: Class 4,000 per APWA Section 03304. Place per APWA Section 03310. Apply a sealing / curing compound per APWA Section 03390 or use an acceptable alternate curing method.
 5. Pipe Laterals: The drawing shows alternate connections to the curb outlet. Refer to construction drawings for connection locations.
 6. Curb Face Opening: Make opening 4 inches high. Provide at least a 2 inch drop from the gutter flowline to the invert of the curb face opening.
 7. Conc. Apron in front of Inlet Grate to be 8\"/>

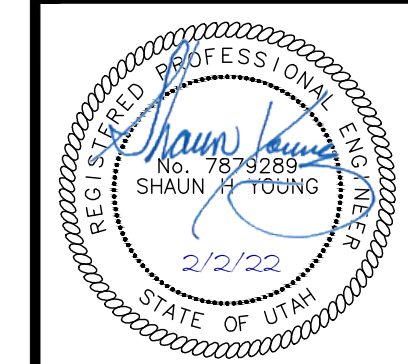


9 Curb Inlet with Single Grate
Not to Scale



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

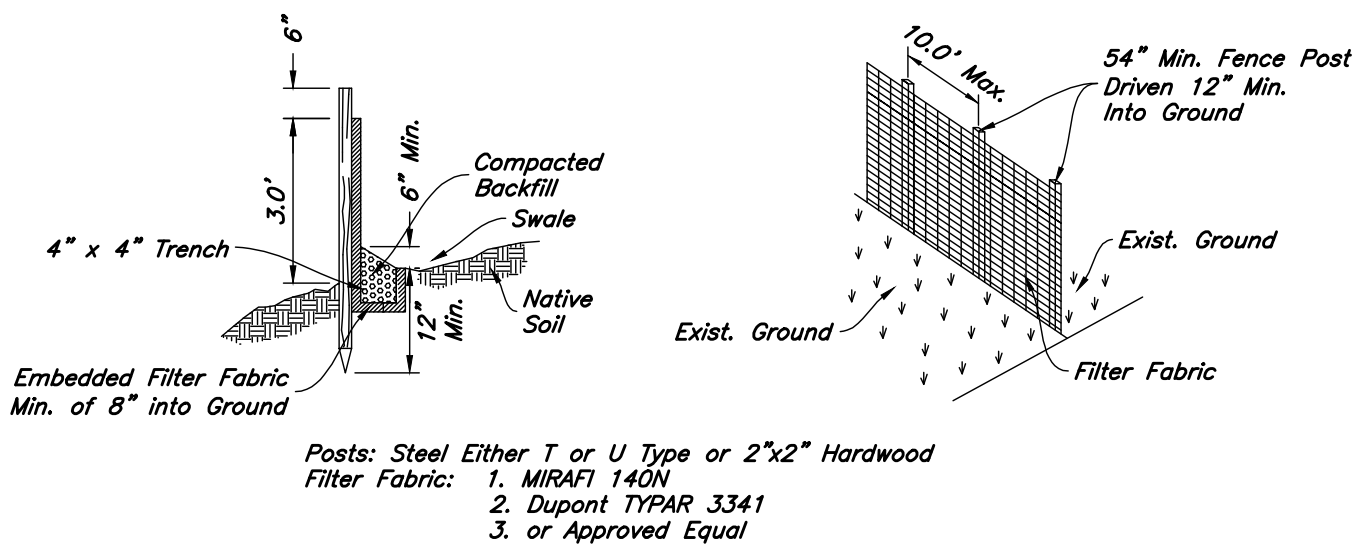
***The Marketplace at
Eagle Mountain Town Center Lot 11***
*Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah*



31 Jan, 2022

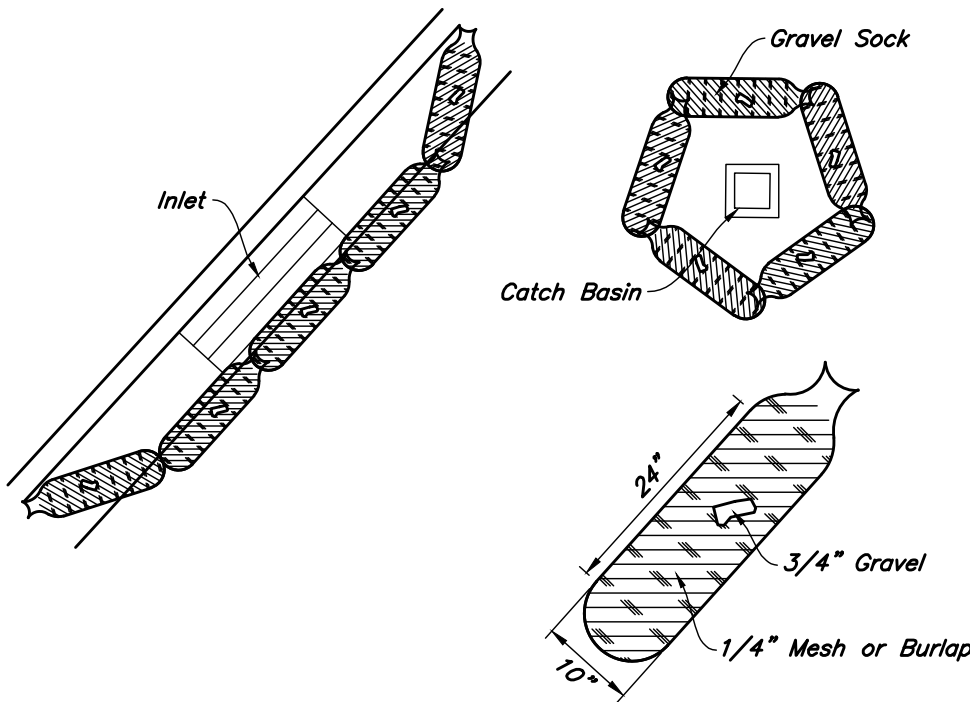
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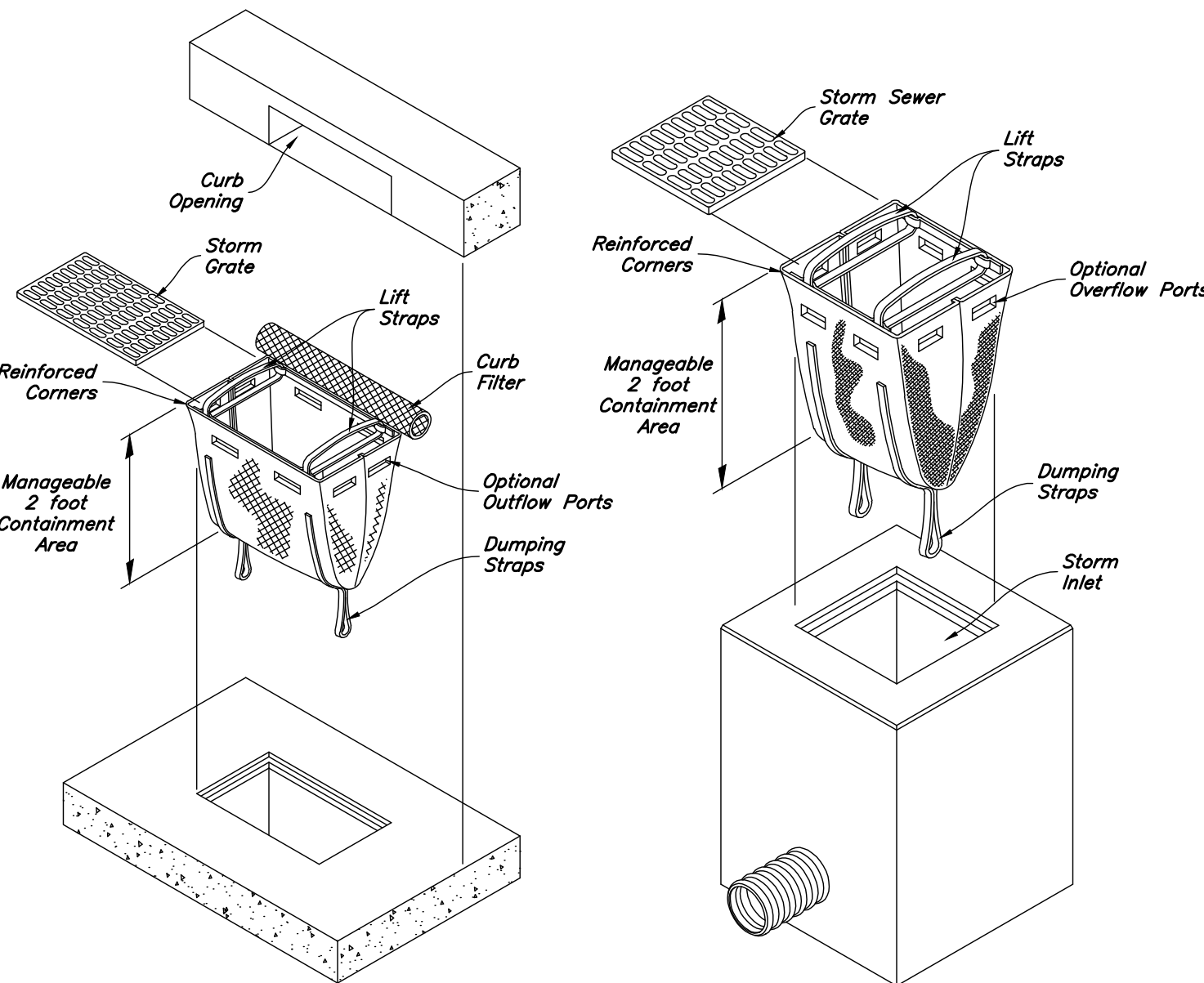


- Notes:
1. Filter cloth to be fastened securely to fence posts with wire ties or staples.
 2. When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
 3. Collected material shall be removed when "bulges" develop in the silt fence.

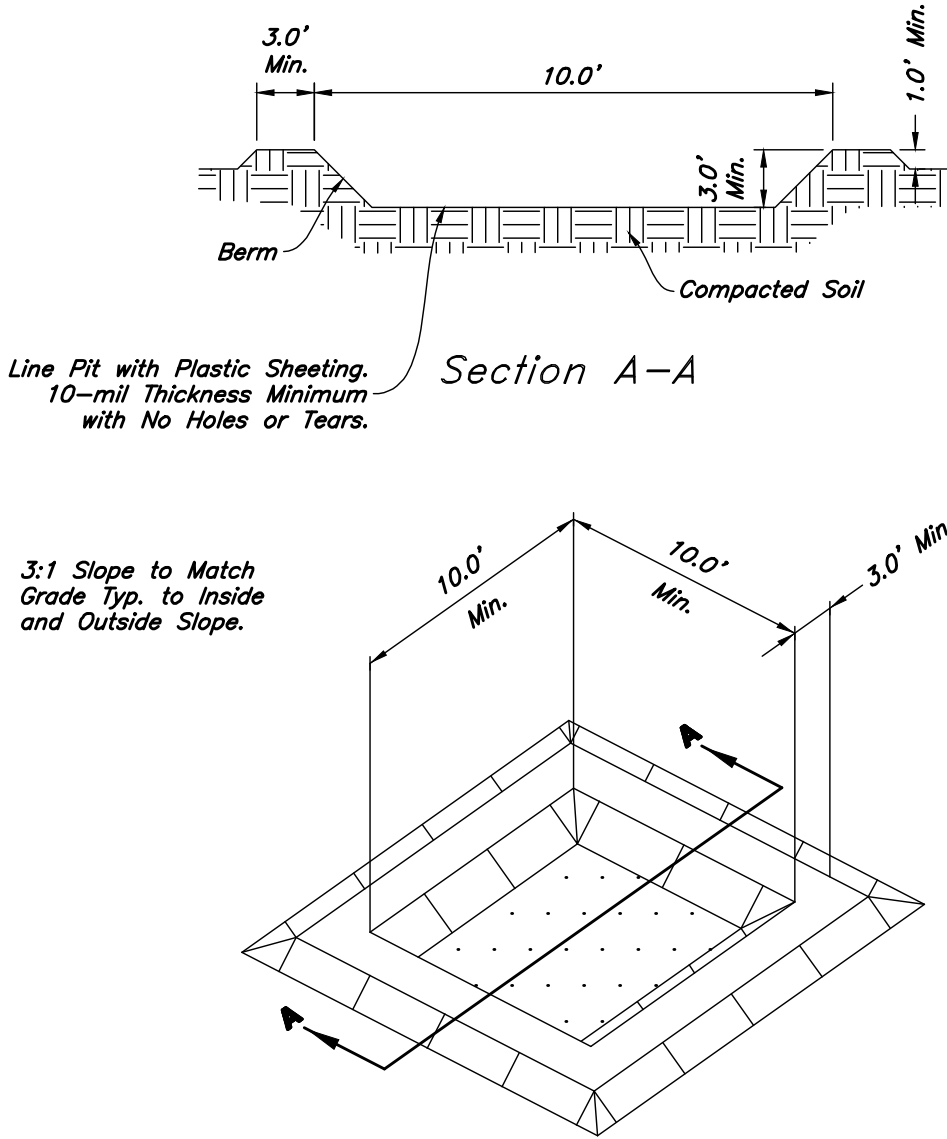
3 Silt Fence Section
Not to Scale



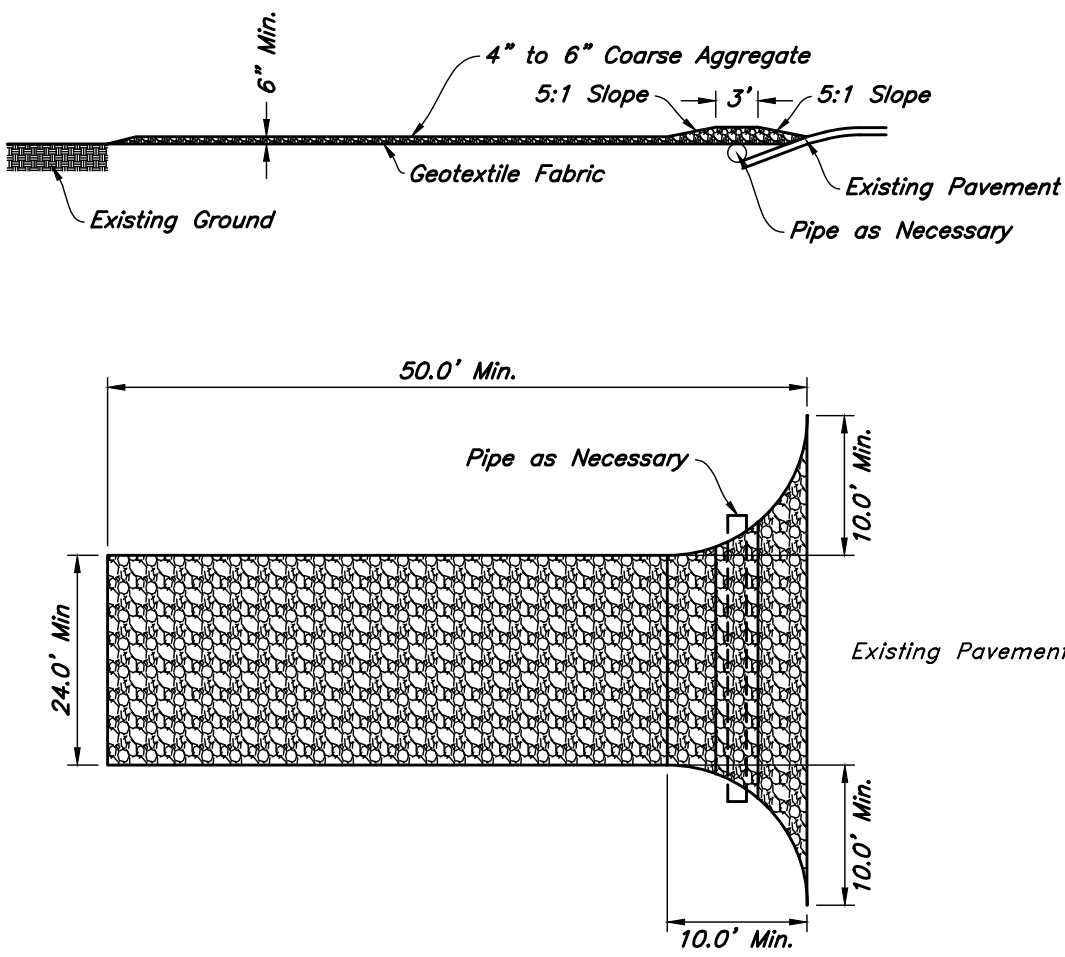
5 Gravel Sock Sediment Barrier
Not to Scale



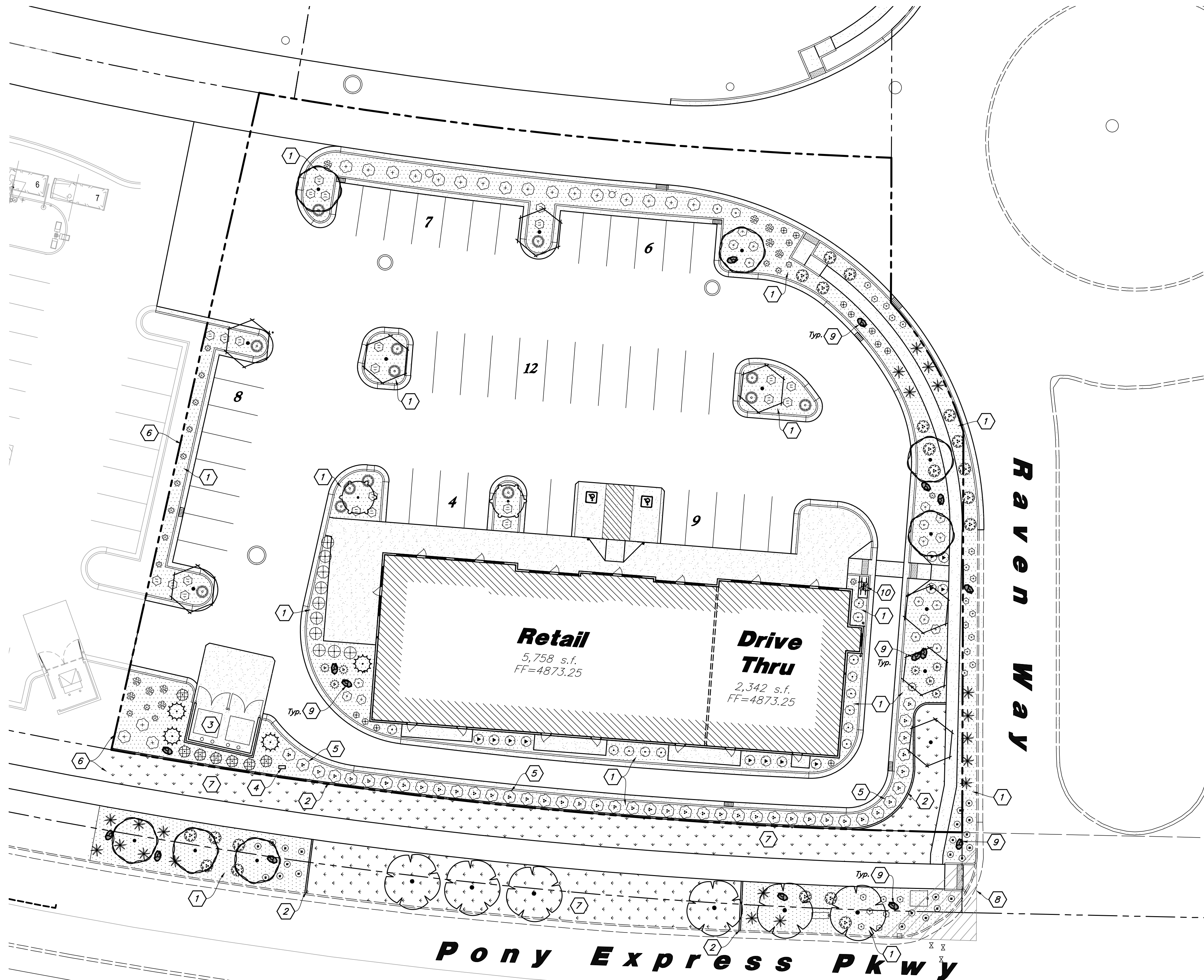
2 Dandy Sack Inlet Protection
Not to Scale



4 Concrete Washout
Not to Scale

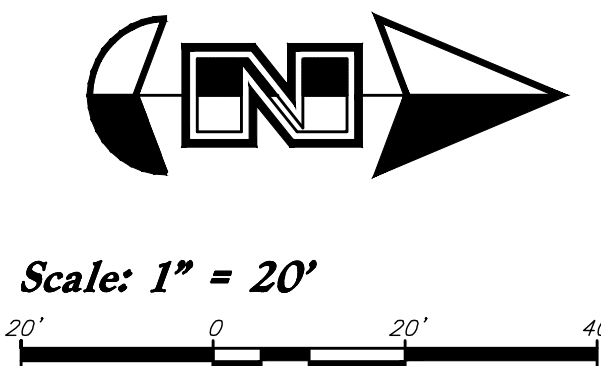


1 Stabilized Construction Entrance
Not to Scale



Landscape Data

Site Area = 53,973 s.f. (1.239 ac.)
Landscape Area Provided = 9,018 s.f. (16.7%)
Lawn Area = 475 s.f. (5.3%)
Xeriscaping = 8,543 s.f. (94.7%)
Pony Express Street Frontage = 281 l.f.
Pony Express Street Trees Required = 9 Trees (9 Provided)
Raven Way Street Frontage = 196 l.f.
Raven Way Street Trees Required = 5 Trees (5 Provided)
50% of Landscape Area Shall be Live Vegetation



Landscape Notes:

- 1. See Sheet L1.3 for Planting Details.
- 2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Details. Point Source Drip Shall be Used to Irrigate New Shrubs and Sprayheads for Lawn Areas.
- 3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.

Landscape Maintenance:

- 1. All Landscape within the Property Line Shall be Installed and Maintained by the Owner. The Landscape in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.

Landscape Keynotes

- 1 Install Shrub Planter with Decorative Stone
- 2 Install Landscape Concrete Curbing
- 3 Dumpster Enclosure with Plant Screening
- 4 Irrigation Backflow Preventer; Install Between Plant Material See Irrigation Plan for More Detail
- 5 Planting Screen to Screen Headlights From Leaving the Site
- 6 Undeveloped Lot; Provide Nice Clean Edge Between New and Undeveloped; Remove Construction Debris
- 7 Install New Lawn
- 8 Sight Triangle
- 9 Install Landscape Boulder
- 10 Bike Rack - See Civil Plans

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE
	7	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple	2" Cal. / 6-8' Ht.
	8	Koeleruteria paniculata / Golden Rain Tree	2" Cal. / 6-8' Ht.
	4	Pinus nigra 'Arnold Sentinel' / Arnold Sentinel Austrian Black Pine	6-8" Ht.
	2	Quercus robur 'Skyrocket' / Skyrocket English Oak	2" Cal. / 6-8' Ht.
	6	Tilia cordata 'Greenspire' / Greenspire Linden	2" Cal. / 6-8' Ht.
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE
	7	Cornus sericea 'Ivory Halo' / Variegated Redtwig Dogwood	5 gal
	10	Euonymus alatus 'Compactus' / Compact Burning Bush	5 gal
	20	Forsythia x 'Gold Tides' / Golden Tide Forsythia	5 gal
	13	Juniperus horizontalis 'Bar Harbor' / Bar Harbor Creeping Juniper	5 gal
	8	Pinus mugo 'Slowmound' / Mugo Pine	5 gal
	42	Prunus x cistena / Purple Leaf Sand Cherry	5 gal
	19	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	2 gal
	12	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	5 gal
	10	Rosa x 'Meigalpio' / Red Drift Rose	5 gal
	23	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Bumald Spiraea	5 gal
	13	Taxus x media 'Dark Green Spreading' / Yew	5 gal
ORNAMENTAL GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE
	17	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal
PARK STRIP PLANTING	QTY	BOTANICAL / COMMON NAME	SIZE
	23	Artemisia rigida / Scabland Sagebrush	1 gal
	12	Helictotrichon sempervirens 'Sapphire' / Blue Oat Grass	2 gal
	20	Juniperus communis / Common Juniper	5 gal
	20	Mirabilis multiflora / Desert Four O'Clock	1 gal
	22	Sphaeralcea ambigua / Desert Globemallow	1 gal
LAWN	QTY	BOTANICAL / COMMON NAME	TYPE
	5,662 sf	Poa pratensis / Kentucky Bluegrass Blend	sod

MATERIAL SCHEDULE

Symbol	Comments	Detail
	Decorative Stone - Install a (4) Four Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Planters Where Shown on Plan and Wash Prior to Installation; Stone Shall be 1 1/2" Diameter, Crushed South Town From Utah Landscaping Rock (435-623-3232); Match Stone Used at the Adjacent Grocery Store; Submit Sample for Approval	Detail: 4/L3.1
	3-4' Diameter Landscape Boulder - Boulders Shall be Fractured, Earth Tone/Tan Color and to Match the Decorative Stone; All Boulders Shall be Recessed in the Stone Two Inches, Washed and Cleaned; Provide Photo for Approval	Detail: 5/L3.1

General Landscape Notes:

- 1. Plant material quantities are provided for bidding purposes only. It is the contractor's responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
- 2. Contractor shall call Blue Stake before excavation for plant material.
- 3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- 4. The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- 5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- 6. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- 7. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- 8. All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.
- 9. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
- 10. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
- 11. It is the contractor's responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
- 12. The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants
- 13. The contractor shall install all landscape material per plan, notes and details.
- 14. Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
- 15. No grading or soil placement shall be undertaken when soils are wet or frozen.
- 16. Imported or existing stockpiled topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
- 17. Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
- 18. Provide a 12" depth of imported or existing stockpiled topsoil in parking islands and an 8 inch depth in all other shrub areas.
- 19. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- 20. Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
- 21. All new plants to be balled and burlapped or container grown, unless otherwise noted on plant schedule.
- 22. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt Pro5 Weed Barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. Stone shall be washed prior to installation.
- 23. All deciduous trees shall be double staked per tree staking detail. It is the contractor's responsibility to remove tree staking in a timely manner once staked trees have taken root. Deciduous tree ties to be V.I.T. Cinche Ties #CT32.
- 24. Install landscape concrete curbing between existing lawn and shrub areas. Curbing shall be installed level and uniform and shall match top finish grades of concrete walks and curbs. See landscape concrete curbing detail.
- 25. Provide a 4 inch depth of imported or existing stockpiled topsoil in all lawn areas.
- 26. Sod must be premium quality, evenly cut, established, healthy, weed and disease free, and from an approved source.
- 27. All lawn areas to have uniform grades by float raking. Prior to laying sod, apply a starter fertilizer at a rate recommended by the manufacturer. Sod must be laid with no gaps between pieces on a carefully prepared topsoil layer. Sod to be slightly below finish grade and concrete walks and curbing. The laid sod must be immediately watered after installation. Any burned areas will require replacement. Adjust sprinkler system to assure healthy green survival of the sod without water waste.
- 28. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - awhengineering.net

Landscape Plan
The Marketplace at
Eagle Mountain Town Center Lot 11
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Jared R. Manscill
No. 7740426-5301
11/31/2022
Landscape Architect

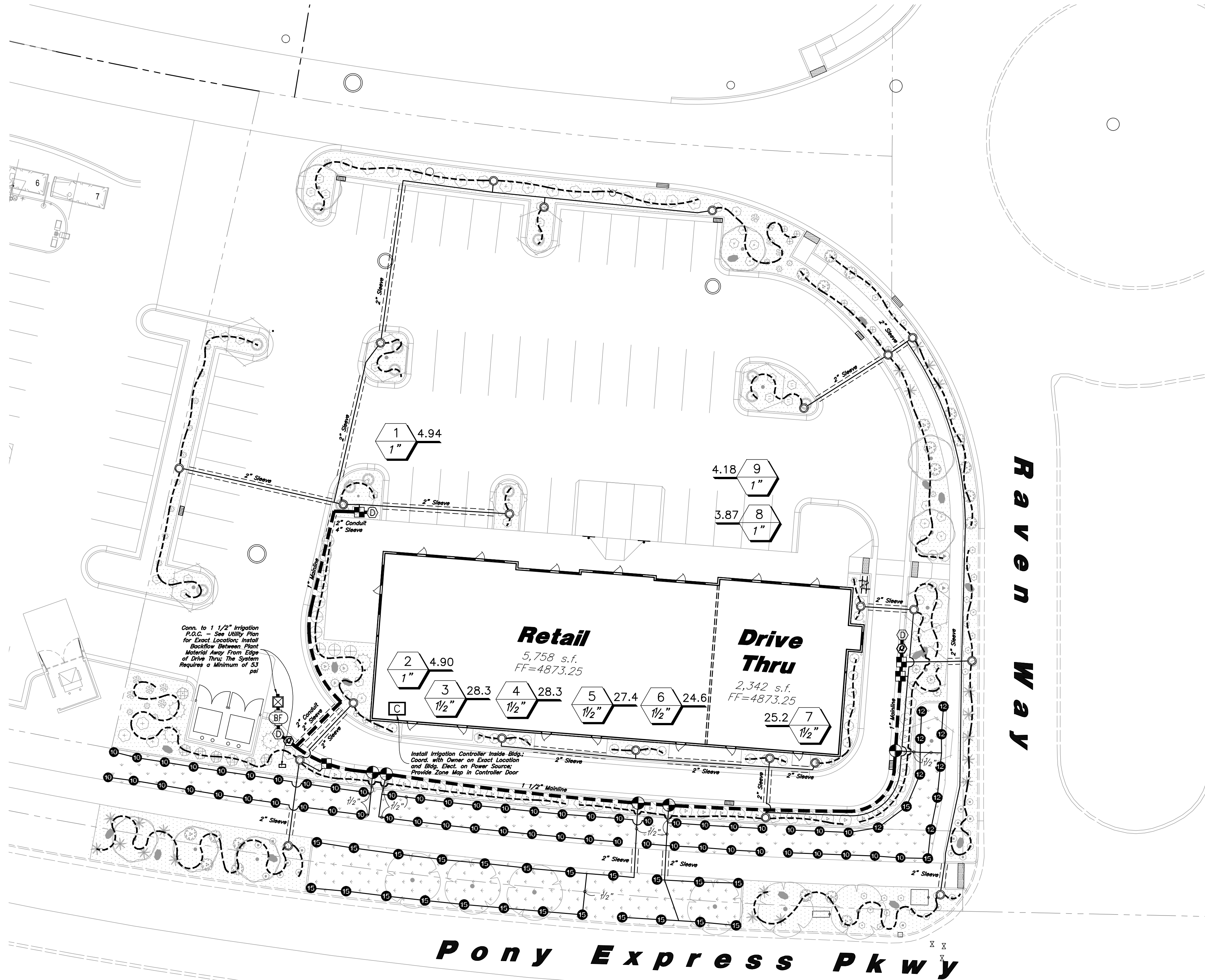
31 Jan, 2022

SHEET NO.

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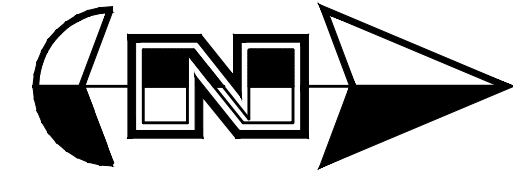
Call before you dig.



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

Irrigation Maintenance:

1. All Irrigation within the Property Line Shall be Installed and Maintained by the Owner. The Irrigation in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.



Scale: 1" = 20'

Irrigation Notes

1. See Sheet L1.1 for Plant Layout and Sheet L3.1 for Planting Details.
2. See Sheet L3.1 for Irrigation Details.
3. The City Reported a Water Pressure Range of 85 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. See Valve Schedule for Design Pressures at the P.O.C.

IRRIGATION SCHEDULE

Existing Sprayheads

Symbol	Manufacturer/Model #	Description	Notes	Detail
	Rain Bird 1804	4" Pop-Up Turf Sprinkler with Adjustable Series Nozzle	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radial Coverages	15/L3.1

Valves

	Rain Bird 150-PEB	Lawn Remote Control Valve	1 1/2 Inch Size; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	17/L3.1
	Rain Bird XCZ-100-PRB-COM	Drip Remote Control Valve	1 Inch Size; Drip Control Zone Kit; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	6/L3.1
	Rain Bird 44RC	Quick Coupler Valve with Swing Joint	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
	Matco-Norca 759	Manual Drain Valve	1/2 Inch Size; Install at End of the Mainline and After the Backflow Preventer in a 10" Round Valve Box with Weed Barrier and a Gravel Sump	10/L3.1

Drip

	PVC Pipe To Drip Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	16/L3.1
	Rain Bird XBS-940	3/4" Distribution Tubing - Pipe shown on Plan is Schematic; Adjust as Needed		
	Rain Bird XQ-100	1/4" Distribution Tubing - Install one per Emitter		
	Rain Bird XB-20PC	Xeri-Bug Emitter (2 Gal/Hr.) - 1(2) Perennial, 2(2) Shrub, 1(2) Ornamental Grass, 4(2) Tree		
	Rain Bird TS025	Tie Down Stake - Tubing to be Staked every 3'		
	Rain Bird DBC-025	Diffuser Bug Cap - Install one per Emitter		
	Rain Bird MDCFAP	Removable Flush Cap - Install at the End of Each Line		

P.O.C. Components

	Mueller Oriseal Mark II	Stop & Waste Valve	1 1/2 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel Sump	13/L3.1
	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	1 1/2 Inch Size; Backflow Preventer Shall be Properly Installed & Tested to Meet all State & Local Health & Safety Laws & Ordinances; Install in Artificial Rock Enclosure (110-ST from DekoRra Products, LLC); Rock Color Shall be Riverbed Brown; Install on Concrete Pad with Frost Bag (602-DT)	14/L3.1

Pipes

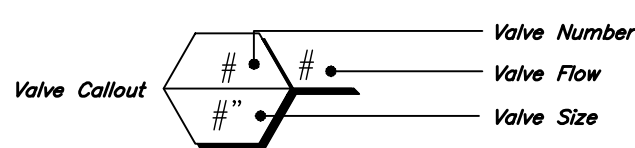
	Schedule 40 PVC	Mainline Pipe	1 1/2 Inch Size; Schedule 80 Fittings Shall be Used for Mainline Components	8/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe	8/L3.1

Controller

	Rain Bird ESP4ME	4 Station Base Indoor Controller	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor	12/L3.1
	Rain Bird ESPSM6	6 Station Module		

Sleeving

	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals, and Controller Wire Located under Concrete and Asphalt Paving at specified depths	Contractor shall Coordinate the Installation of Sleeving with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeving is by the Landscape Contractor unless otherwise noted.	11/L3.1
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VALVE SCHEDULE

VALVE STATION	VALVE SIZE	IRRIGATION TYPE	FLOW (GPM)	PSI	PSI @ POC	PRECIP. RATE
1	1"	Area for Drip Emitters	4.94	33.98	46.32	0.25 in/h
2	1"	Area for Drip Emitters	4.90	34.0	46.07	0.51 in/h
3	1-1/2"	Turf Spray	28.32	35.31	49.51	2.71 in/h
4	1-1/2"	Turf Spray	28.33	35.14	49.45	2.44 in/h
5	1-1/2"	Turf Spray	27.40	36.05	52.06	1.39 in/h
6	1-1/2"	Turf Spray	24.55	34.55	50.01	1.65 in/h
7	1-1/2"	Turf Spray	25.22	35.35	52.65	1.93 in/h
8	1"	Area for Drip Emitters	3.87	33.02	45.3	0.64 in/h
9	1"	Area for Drip Emitters	4.18	33.36	45.7	0.37 in/h

General Irrigation Notes:

1. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
2. The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
3. The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
4. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
5. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
6. The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
7. The contractor shall install all irrigation material per plan, notes and details.
8. Irrigation system components must be premium quality only and installed to manufacturers requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials

and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.

9. Irrigation system guarantee for all materials and workmanship shall be one year from the time final project acceptance. Guarantee will include, but is not limited to winterizing, spring activation, repair, trench setting, backfilling depressions, and repairing freeze damage.
10. Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
11. Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings, one (1) inch minimum size. Solvent weld all joints as per manufacturers specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
12. Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufacturers specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
13. Install dielectric fittings whenever dissimilar metals are joined.
14. Design locations are approximate. Make minor

adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.

15. Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
16. Control valve wire shall be #14 single conductor; white for common wire, red for hot wire and blue for the spare wire. Provide (2) two spare wire that runs the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/Y or equivalent) and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
17. Control valve size, type, quantity, and location to be approved by landscape architect. Install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes to be Carson Brooks or equal.
18. Quick couplers shall be a Rain Bird 44RC with a 1 inch Lasco utilized swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
19. Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.

20. All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-eight (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
21. Plans are diagrammatic and approximate due to scale, where possible, all piping is to be installed within the planting areas. No tees, elbows, or changes in direction shall occur under hardscape.
22. It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
23. The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.
24. All sprinkler heads shall be set perpendicular to finish grade of the areas to be irrigated and shall be installed 6-8" from buildings walls, or within 4" of pavement, curbs, or header edges.

25. Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
26. Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
27. Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
28. All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
29. Upon completion and approval of irrigation system, irrigation contractor to provide the owner with two sets of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.
30. An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.
31. It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper winterization and start-up procedures for the entire system prior to final payment.

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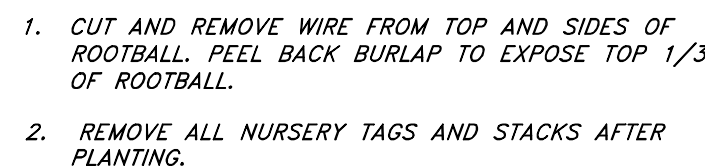
Irrigation Plan
The Marketplace at
Eagle Mountain Town Center Lot 11
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Jared R. Mansell
No. 7740426-3301
1/31/2022
Landscape Architect

31 Jan, 2022

SHEET NO.
L2.1





NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



Not to Scale



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WEST ELEVATION

SCALE: 1/8" = 1'-0"



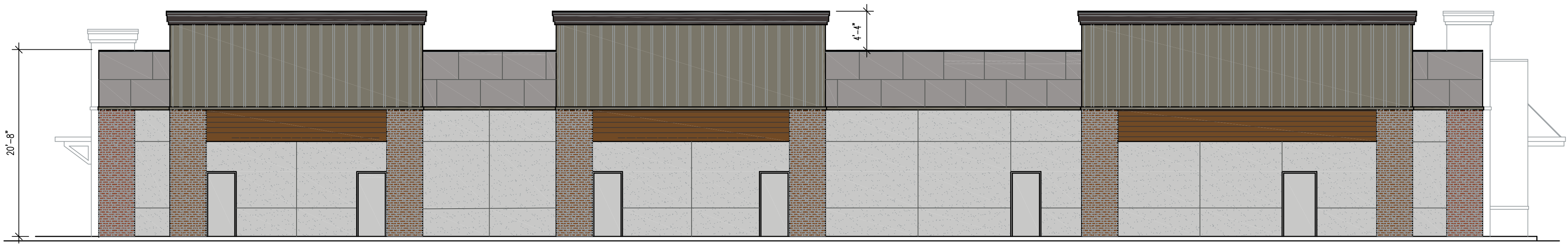
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

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NEW SHELL BUILDING FOR:

MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER

LOT 1 PAD 'A'
EAGLE MOUNTAIN, UTAH
BUILDING ELEVATION

ARCH. PROJECT NO:	
DATE:	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	
© COPYRIGHT VDG ARCHITECTS	

DATE	REVISION

SHEET TITLE

A-2.00

ARCHITECTURAL

VDG

VINCENT DESIGN GROUP, INC.
ARCHITECTS AND PLANNERS

401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH (801) 484-2046



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	SITE PLAN - Wendy's at Marketplace (Lot 7)		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:			
APPLICANT:	Eric Malmberg		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE CC	ACREAGE .781	COMMUNITY South Town

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

BACKGROUND:

Wendy's has applied for site plan approval for a stand alone building located on the northwest corner of the intersection of Eagle Mountain Boulevard and Pony Express Parkway, also known as Marketplace at Eagle Mountain Town Center. The Marketplace at Eagle Mountain Town Center Master Site Plan and Preliminary plat were approved on August 18th 2020, with the development agreement being approved December 1st 2020. The property is zoned Commercial Community (CC). Restaurants are permitted (P) uses within the CC zone.

ITEMS FOR CONSIDERATION:

The following items should be considered when making a recommendation to the City Council:

17.100.050 Site Plan Development Standards, the following standards are required for all site plans in any zoning district:

- A. Use of Property: The entire site is being built upon, landscaped, or paved, in accordance with this ordinance, therefore the applicant *COMPLIES* with this provision.
- B. Screening Requirement: This site does not abut any residential or agriculture use, and it provides 3.5' Headlight buffering along public ROW, therefore it *COMPLIES* with this

provision.

- C. Access Requirements: This project doesn't have any direct access off a public ROW, and is accessed from the internal project roads with driveways under 40' in width. The project is not showing any interconnection with the lot located to the south, however, the Marketplace Master Site Plan (attached) does not show any cross connections between this and adjacent lots, therefore, it is the opinion of staff that the proposal *COMPLIES* with this provision.
- D. Off-Street Truck Loading Space: The applicant has provided adequate space for truck loading/unloading. They have asked for an exception to required parking lot trees/bulbouts to provide more space for late night truck deliveries. The applicant *COMPLIES* with this provision.
- E. Utilities: All utilities are shown as being underground and in proper easements in *COMPLIANCE* with 17.100.050 E.
- F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer
- G. Dedication of Water Shares: The applicant has provided a letter indicating they will dedicate required water shares in *COMPLIANCE* with this provision.
- H. Protection of Steep Slopes and Natural Drainages: There are no steep slopes or natural drainages in this project therefore the applicant is in *compliance*.

COMMERCIAL DESIGN STANDARDS

In addition to complying with the Site Plan development standards the project shall comply with the Commercial Design Standards found in 17.72 of Eagle Mountain Municipal Code (EMMC)

17.72.030 Site Design below staff will discuss compliance with the site Design.

- A. Building Location: Code requires buildings to be at or near the front setback line with the primary entrance toward the street and sidewalk. The applicant has provided a crosswalk through the parking lot and pedestrian infrastructure to provide pedestrian access to the Wendy's from the trail along Pony Express parkway, however, The East (Rear) Elevation facing Pony Express Parkway is not the primary entrance, nor does it have the architectural features of the primary entrance. It is the opinion of staff that additional features should be provided so

that this elevation is similar in appearance with the West (Front) Elevation.

- B. Parking Location: Code requires parking to be located to the rear or side of commercial buildings, and not between the road and the building. The proposal shows the parking, and a drive through lane to be located to the East of the building between the building and Pony Express Parkway. This does not comply with 17.72.030 B, however, it is consistent with the Master Site Plan. It shall be up to the Planning Commission to determine if the parking location is appropriate, or if the building and parking shall be adjusted to comply with code.

17.72.040 Architectural Standards:

- A. Architectural Style Theme: Code requires that commercial buildings be similar in style as significant adjacent buildings, including colors, materials and design elements. The proposed Wendy's differs from the approved pad site buildings in both the architectural styles, elements, and colors. It should be noted that we (City Council) have approved buildings within the Marketplace project that have used corporate colors that differ from the approved elevations, but we have required buildings to closely approximate the style and design elements of the approved pad site elevations (attached). The applicant has responded to staff requests to match the approved elevations more closely by adding brick veneer to the elevations, replacing metal trim with a darker bronze color metal trim, and use of Slat knotwood finish on the drive-thru towers and the red blade element. While these items have improved the elevations compliance, staff recommends the Wendy's elevations be updated to approximate the style and features of the approved pad site elevations, it shall be up to the Planning Commission to determine if the proposed corporate colors are appropriate.
- B. Main Entrance: Code requires that the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards or public spaces. The main entrance for the Wendy's orients toward the West, which is away from the pedestrian route along Pony Express Parkway, but it is toward a courtyard. It shall be up to the Planning Commission to determine if this complies with the code standard.
- C. Roof Design: The proposed Wendy's contains multiple roof

planes and heights and has multiple design features which help it to *COMPLY* with this provision.

- D. Building Articulation: Code requires vertical and horizontal articulation to reduce the perceived scale of the buildings. The proposed elevations contain a number of different materials, vertical planes, and popouts which create horizontal articulation. It is the opinion of staff that the elevations *COMPLY* with this provision.
- E. Architectural Detailing: Code states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposal uses reveals, awnings, columns, decorative trim and molding, decorative doors and windows, however, these features are not used on all four sides of the structure.
- F. Building Materials: Code requires that commercial structures avoid the use of large panelized products and/or featureless surfaces. The proposed elevations largely meet this standard, it shall be up to the Planning Commission to determine if the design of the East elevation is sufficient to meet this standard.
- G. Building Color: Code states: "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended..." The proposed elevations are not restricted to desert landscape colors, with significant uses of Reds and Bronze elements. It shall be up to the Planning Commission to determine if the proposal is similar enough to the other approved elevations throughout the development however.

OTHER ITEMS FOR CONSIDERATION

In addition to the above items, the below shall be considered when making a recommendation to the City Council:

Bike Racks

Per 17.35.050 K bike racks should be provided

Parking: Chapter 17.55.120(c) requires 1 Parking Stall per 125 Square feet of gross floor area. With a square footage of 2,163 SF the Wendy's is required to provide 18 parking stalls, and 21 parking stalls

are provided, which is in *COMPLIANCE* with this provision.

17.55.080 C requires a 20 foot long 5 foot wide landscaped island for every 12 parking stalls in a row. The Southern boundary of the project contains more than 12 parking stalls. To meet code a parking island should be included here, however, the applicant is requesting an exception to this code, to make it easier to trucks to enter the site after hours to unload supplies.

17.75.069 Restaurant with drive-through services.

By code restaurants with drive-through services are special uses and may only be permitted where they comply with the standards of 17.75.069, and require a minimum stacking lane of 120' The proposed Wendy's stacking lane exceeds this length.

The location is abutting the building with parking on the outside, while it is likely this complies with the requirements to not interfere with parking, staff believes it would more fully comply if the building was moved to the East adjacent to Pony Express Parkway with parking to the sides and rear.

Project complies with internal traffic circulation patterns.

REQUIRED FINDINGS:

Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100. The Marketplace at Eagle Mountain Town Center development agreement should also be considered with reviewing this application.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended approval of the Wendy's at Marketplace Site Plan to the City Council **by a vote of 3-1** for the reasons listed in the staff report and in the meeting, with the following conditions:

1. Additional design elements be added to the Rear (East)

elevation so that it is similar in appearance with the Front (West) elevation.

2. Bike rack provided in accordance with 17.35.050 K

In addition to the conditions recommended by the Planning Commission Staff recommends an additional condition #3

3. The applicant shall reduce the amount of red on the rear (east) elevation using a combination of Greys and Browns that match the elevations of other pad site buildings, while using red as highlights and accents.

ATTACHMENTS:

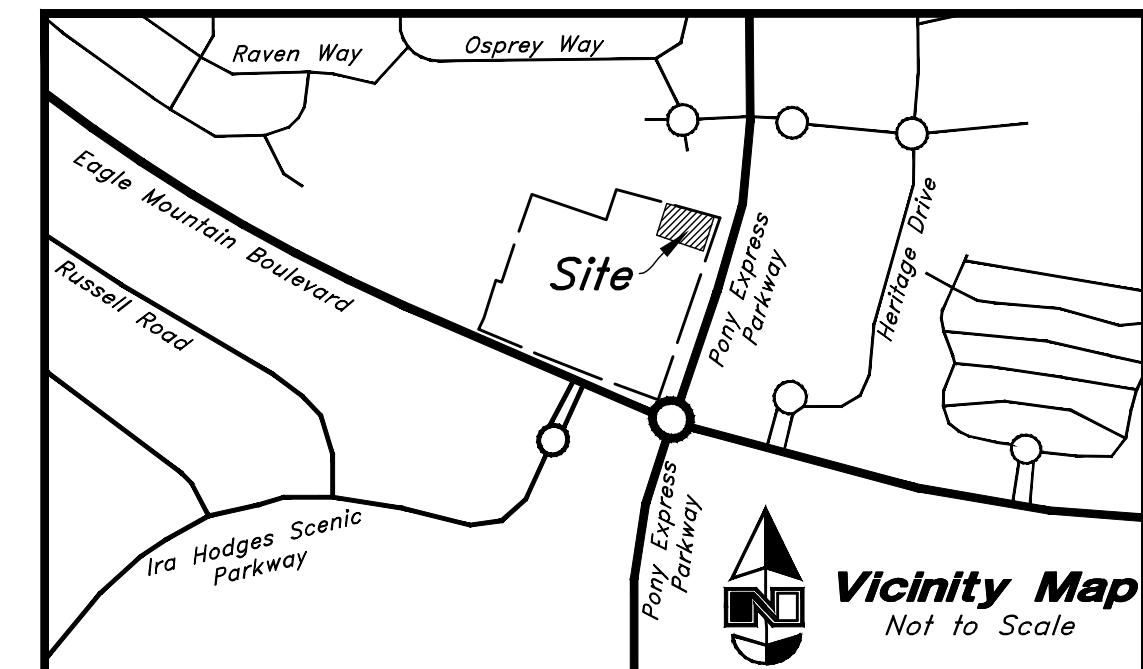
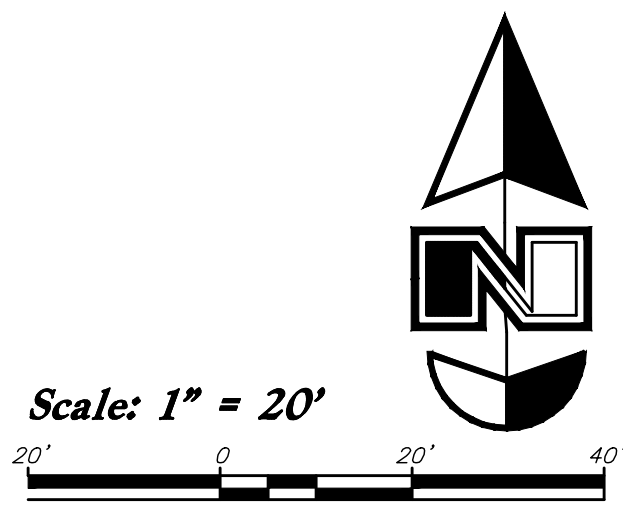
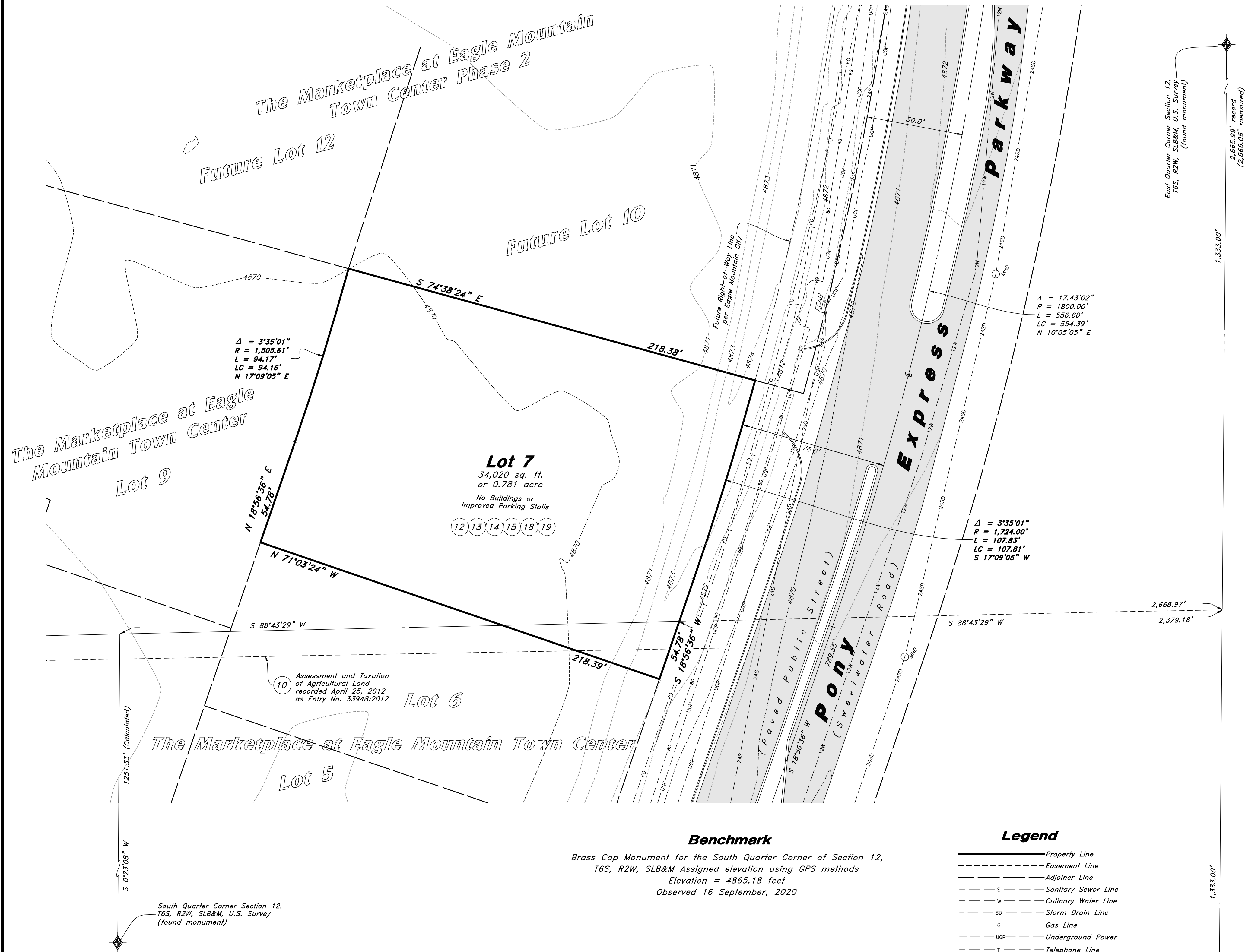
[Site Plan](#)

[Elevations and Materials Board](#)

[Marketplace Final Plat](#)

[Marketplace Overall Site Layout](#)

[Approved Pad Site Elevations](#)



Narrative

This Survey was requested by WT Land, LLC Development prerequisite to the development of this property.

This Survey retraces honors The Marketplace at Eagle Mountain Town Center Subdivision by AWA.

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

No Property Corners were placed with this Survey.

Title Information

This survey was completed using Title Report File No. NCS-1057183-SLC1 Revision 2 dated July 16, 2021 from First American Title Insurance Company National Commercial Services:

The following survey related items circled (Solid) from Schedule B - Part II of the title report are plotted on the survey:

The following survey related items circled (Dashed) from Schedule B - Part II of the title report blanket all or a portion of this site but contain nothing to plot:

The following survey related items not circled from Schedule B - Part II of the title report could not be plotted.

(10) The effect of the 1969 Farmland Assessment Act recorded April 25, 2012 as Entry No. 33948:2012 of Official Records first description plots South off site, second description covers most of this site as shown hereon.

(12) Resolution No. 24-98 establishing the Eagle Mountain, Utah Special Improvement District No. 98-3 (Sweet Water Road/Storm Drainage Phase I) recorded November 16, 1998 as Entry No. 118016 in Book 4859 at Page 74 of Official Records covers this site along with more land but contains nothing to plot.

(13) Declarations recorded October 29, 2009 as Entry No. 113261:2009 and an Amendment recorded December 13, 2010 as Entry No. 108314:2010 and an Amendment recorded May 25, 2018 as Entry No. 49096:2018 and an Amendment recorded June 14, 2019 as Entry No. 54420:2019 and an Amendment recorded September 17, 2019 as Entry No. 92248:2019 and an Amendment recorded November 8, 2019 as Entry No. 117084:2019 of Official Records covers this site along with more land but contains nothing to plot.

(14) Notice of Reinvestment Fee Covenant (Pursuant to Utah Code Ann. 56-1-46) and the terms, conditions and limitations contained therein, recorded May 20, 2010 as Entry No. 1553:2010 of Official Records covers this site along with more land but contains nothing to plot.

(15) Communications Easement Agreement in favor of FirstDigital Telecom, LLC, a Utah limited liability company recorded August 15, 2018 as Entry No. 77533:2018 of Official Records appears to blanket this site along with more land but contains nothing to plot.

(18) Easements, notes and restrictions as shown on The Marketplace at Eagle Mountain Town Center Subdivision plat recorded July 19, 2021 as Entry No. 127110:2021 covers this site along with more land but contains nothing additional to plot.

(19) Declarations recorded July 27, 2021 as Entry No. 130929:2021 of Official Records.

* Exception No.'s 1-9, 11, & 16 are general and/or standard exceptions and not matters of survey.

** Exceptions No.'s 17 & 20 describe and effect this site but are not matters of survey.

Record Description

Lot 7, The Marketplace at Eagle Mountain Town Center, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Certification

WT Land, LLC, Wendy's, Phoenix Partners, LLC, a Wyoming Limited Liability Company, EM Commercial Development, LLC, a Utah limited liability company and First American Title Insurance Company National Commercial Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 7(a), 8, 9, and 11(a) of Table A thereof. The field work was completed on October 4, 2021.

Date: 17 Dec, 2021

Bruce D. Pimper
Bruce D. Pimper
Utah PLS No. 362256

Notes

According to ALTA standards, the surveyor cannot certify a survey based upon an interpretation. The surveyor is not authorized to interpret zoning codes, nor can the surveyor determine whether certain improvements are burdening or actually benefiting the property.

Pertaining to ALTA Table A Item No. 6: No zoning information was supplied for review, information provided was found on the the City of Eagle Mountain Zoning Website.

Pertaining to ALTA Table A Item No. 7 No Building located on this site.

Pertaining to ALTA Table A Item No. 8: There were no observed areas of substantial refuse on the site.

Pertaining to ALTA Table A Item No. 9: There are no improved parking stalls on this site.

Pertaining to ALTA Table A Item no. 11(a): The location and/or elevation of existing utilities shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. No underground explorations were performed.

Zoning Information

Building Setback Requirements = CC (Community Commercial)

Front yard = 10' min 25' max (Maximum setback does not apply to anchor buildings if pad sites are provided which comply with this standard)

Back yard = 20' (35' adjacent to residential)

Side yard = none (equal to building height adjacent to residential)

Height Restrictions = 50'

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801-521-8529 - AWengineering.net

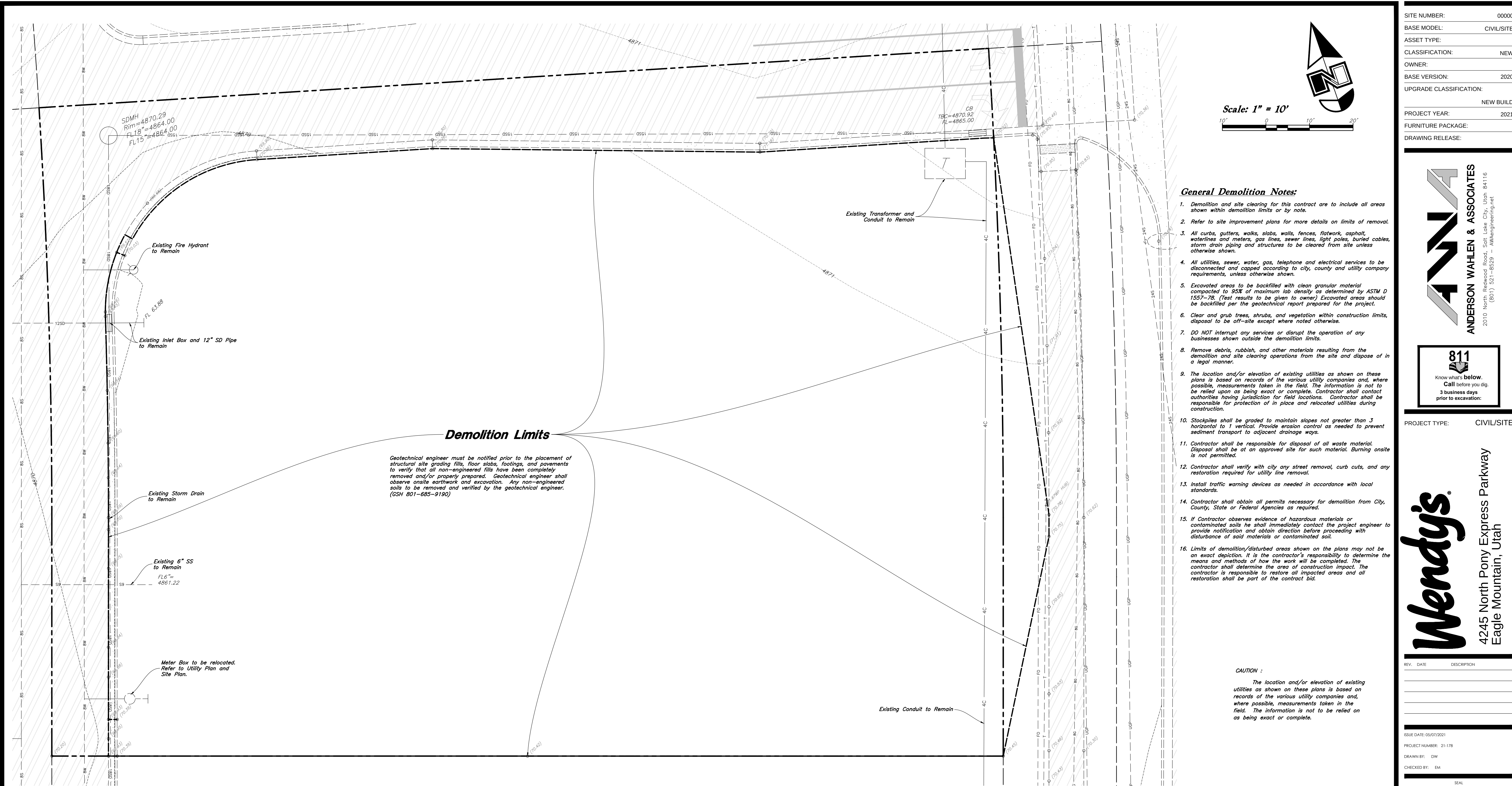
ALTA / NSPS Land Title Survey
Wendy's Eagle Mountain
4245 North Pony Express Parkway
Eagle Mountain, Utah County, Utah
A part of the South Half of Section 12, T6S, R2W, SLB&M, U.S. Survey

4 Oct, 2021

SHEET NO.

1

W:\21-178 Wendy's Eagle Mountain\dwgs\21-178DM.dwg, 1/27/2022 4:36:56 PM, 1:1, DWG



Eagle Mountain City General Notes

SEWER

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

WATER

- Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
- Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).

- Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
- Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
- Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also 3/4" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
- Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
- Water Can: the water can for 3/4" & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specification.
- Hydrants: hydrants to be 5' bury (minimum).

- Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
- Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.

- Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
- Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
- Water line fittings: all fittings to have mega lug followers.
- Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN

- Bedding: 3/4" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
- ADS: all ADS pipe to be "HP" brand.
- Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.

ROAD SECTION

- Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line

required for sub-base and road base inspection.

- UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
- Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be 1/2" down from asphalt edge and concrete to be 1/4" to 3/8" down from asphalt edge.

General Demolition Notes:

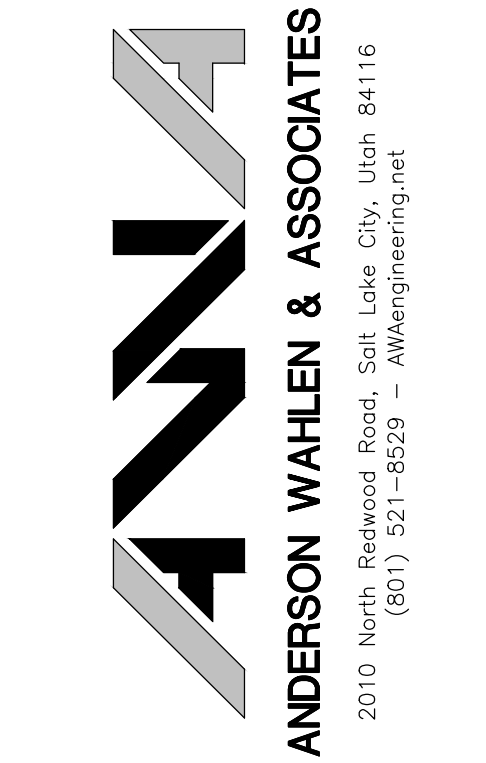
- Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
- Refer to site improvement plans for more details on limits of removal.
- All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines,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

CAUTION :

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



SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	



PROJECT TYPE:	CIVIL/SITE
---------------	------------



REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL



Demolition Plan

SHEET NUMBER

C0.1

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

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

Survey Control Note:

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

General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.
- Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.
- Contractor to field verify location of existing utilities and adjust light pole locations as necessary.

Site Data / Land Use Table

Site Area = 34,020 s.f. (0.781 ac.)

Landscape Area Provided = 6,770 s.f. (20.0%)

Impervious Area Provided = 25,087 s.f. (73.6%)

Building Area = 2,163 s.f. (6.4%)

Parking Required = 18 Stalls (1 Stall/125 gross s.f.)

Parking Provided = 20 Stalls (9.25 Stalls/1000 s.f.)

Scale: 1" = 10'

SITE ZONING

PARCEL # 67122-0007
PARCEL SIZE 0.781 ACRES
34,020 SQ. FT.
PARCEL ADDRESS: 4135 NORTH PONY EXPRESS PARKWAY

SYMBOL LEGEND

- EXISTING ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- A.D.A. TACTILE SURFACE
- PROPOSED STANDARD CURB & GUTTER
- PROPOSED ROLLED CURB & GUTTER
- PROPOSED THICKENED EDGE SIDEWALK
- PROPOSED CROSSWALK (PAINTED)
- PROPOSED PAVEMENT MARKING (PAINTED)
- PROPOSED PAVEMENT MARKING DIRECTION ARROWS (PAINTED)
- PARKING SPACE COUNT
- SIGN
- LIGHT POLE

PARKING QUANTITIES

- 19 STANDARD SPACES
1 ADA VAN-ACCESSIBLE SPACES
20 TOTAL SPACES

PROVIDED BICYCLE FACILITIES:

PROVIDE BICYCLE STORAGE AS REQUIRED BY LOCAL ZONING ORDINANCE. BICYCLE STORAGE SHALL BE LOCATED NEAR THE FRONT ENTRANCE, SEPARATED FROM ACCESSIBLE PEDESTRIAN ROUTES.

Construction Survey Note:

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

GENERAL NOTES

- DIMENSIONS ARE TO BACK OF CURB, OUTSIDE FACE OF BUILDING, AND EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
- CONTRACTORS SHALL NOTIFY UTILITY COMPANIES AND GOVERNMENTAL AGENCIES IN WRITING AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO CONFIRM THE LOCATIONS OF ANY EXISTING BURIED UTILITIES.
- SUBMIT SHOP DRAWINGS FOR ALL MATERIALS TO BE INCORPORATED INTO THE WORK A MINIMUM OF THREE WEEKS PRIOR TO PLACEMENT OR INSTALLATION.
- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH APPLICABLE LOCAL AND STATE CODES, RULES AND REGULATIONS. OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS FOR THE WORK.
- MATCH THE EDGE OF NEW BITUMINOUS PAVEMENT TO THE EXISTING EDGE OF THE BITUMINOUS PAVEMENT. SLOPE NEW BITUMINOUS PAVEMENT TO MATCH EXISTING FLOW LINE.
- CLEANUP AND DISPOSE OF ALL EXCESS MATERIALS OFF SITE.
- NO PARKING OR STORAGE OF MATERIAL OR EQUIPMENT WILL BE ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY AT ANY TIME DURING CONSTRUCTION.
- A SAFE AND ADEQUATE TRAVEL ROUTE FOR PEDESTRIANS SHALL BE MAINTAINED AT ALL TIMES. PEDESTRIANS SHALL NOT BE DETOURED INTO THE EXISTING ROADWAY OR THROUGH ACTIVE CONSTRUCTION.
- FURNISH THE OWNER WITH A SET OF AS-BUILT DRAWINGS FOLLOWING COMPLETION OF CONSTRUCTION.

Site Construction Notes

- 1 Const. 24" Curb & Gutter
- 2 Const. Heavy Duty Asphalt Paving
- 3 Const. Conc. Sidewalk
- 4 Const. 4" Yellow Stripe Line Along Edge of Concrete Drive-Thru Lane
- 5 Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition)
- 6 Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition)
- 7 Not Used
- 8 Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition)
- 9 Const. 4" White Point Stripe (Typ.) Contractor shall provide 15 mils min. thickness
- 10 Const. Conc. Paving
- 11 Sawcut; Provide Smooth Clean Edge
- 12 Dumpster Enclosure

- 13 Const. Directional Arrows Painted Yellow per MUTCD
- 14 Const. 2" Conc. Gutter Pan
- 15 Const. 4" White Stripe w/ 24" O.C. @ 45° Crosshatch Lines (Typ.-2 Coats)
- 16 Order Station & Menu Board (By Others)
- 17 Conn. & Match Existing Improvements
- 18 Pre-Sell Board (By Others)
- 19 Canopy Protection Bar (By Others)
- 20 Const. 24" White Stop Bar
- 21 Bike Rack (By Others)
- 22 Const. Bollard (See Arch. Plans)
- 23 Const. Light Pole (Coord. w/ Photometric Plan)
- 24 Const. Patio Railing
- 25 Paint 12" Wide Stripes @ 24" O.C. Traffic White (Typ.)
- 26 Const. Safety Railing
- 27 Const. Stop Sign per MUTCD R1-1 and Eagle Mountain City Stds.
- 28 Monument Sign (By Separate Permit)
- 29 Transformer (See Elec. Plans)
- 30 Const. Integral Curb & Gutter w/ Drive Thru Conc. Pad
- 31 Const. "Do Not Enter" Sign, R5-1, per MUTCD

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevation using GPS methods
Elevation = 4865.18 feet
Observed 16 September, 2020

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - awengineering.net

811

Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's®
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL



SHEET NAME

Site Plan

SHEET NUMBER

C1.1

General Grading Notes:

1. All grading shall be in accordance with the project geotechnical study.

2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.

3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.

4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.

5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.

6. Fills shall be benched into competent material as per specifications and geotechnical report.

7. All trench backfill shall be tested and certified by a Geotechnical Engineer.

8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.

9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.

10. Dust shall be controlled by watering.

11. The location and protection of all utilities is the responsibility of the permittee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.

13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.

14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.

15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.

16. Aggregate base shall be compacted per the geotechnical report prepared for the project.

17. The recommendations in the following Geotechnical Engineering Report by GSH Geotechnical, Inc. are included in the requirements of grading and site Preparation. The Report is titled "Geotechnical Study; Proposed Eagle Mountain Shopping Center Northwest Corner of Eagle Mountain Boulevard and Pony Express Parkway; Eagle Mountain, Utah" Project No.: 0259-014-20 Dated: January 5, 2021

18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.

19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

Sidewalk Construction Notes:

1. Concrete sidewalk shall be constructed with a cross slope of 1.5% (2.08% Maximum) unless shown otherwise on plan.
2. Running slope of sidewalks shall be built per grades shown on the plan, where grades are not provided, sidewalks shall be constructed with a maximum running slope of 4.5%.
3. Refer to the Site Plan for sidewalk dimensions.

Curb and Gutter Construction Notes:

1. Open face gutter shall be constructed where drainage is directed away from curb.

2. Open face gutter locations are indicated by shading and notes on the grading plan.

3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.

4. Refer to the typical details for standard and open face curb and gutter dimensions.

5. Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.

6. Spot elevations are shown on this plan with text masking. Coordinate and verify site information with project drawings.

BENCH MARKS

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevation using GPS methods.
Elevation = 4865.18 feet
Observed 16 September, 2020

SYMBOL LEGEND

- 725

724

725

724
- CONTOUR MAJOR

CONTOUR MINOR

PROPOSED CONTOUR MAJOR

PROPOSED CONTOUR MINOR

SPOT ELEVATION LEGEND

- 94.50 TW SPOT ELEVATION
- GP

TC

TS

GR

TW

EW

FF
- GUTTER PAN

TOP OF CURB

TOP OF SLAB

GRADE ELEVATION

TOP OF WALK

EDGE OF WALK

FINISH FLOOR

GRADING NOTES

1. FINISH GRADE OF SOIL EDGES ALONG PAVEMENT TO BE 1/2" BELOW EDGE OF PAVEMENT.
2. STRIP AND STOCKPILE TOPSOIL FROM GRADING AREAS. USE STOCKPILED TOPSOIL AND IMPORTED TOPSOIL AS NECESSARY FOR SURFACE RESTORATION.
3. GRADES SHOWN ARE FINAL SURFACE GRADES AFTER COMPLETION OF SURFACE IMPROVEMENTS AND PLACEMENT OF TOPSOIL.
4. GRADE AREAS AT SITE PERIMETER TO MATCH GRADES OF ADJACENT PARCELS.
5. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF PROPERLY IN ACCORDANCE WITH APPLICABLE REGULATIONS.
6. PROVIDE TEMPORARY GRADING FEATURES SUCH AS BERMS, SWALES, SUMPS AND BASINS TO MANAGE INTERIM STORM WATER RUNOFF DURING CONSTRUCTION PROCESS. STORM WATER RUNOFF LEAVING THE SITE SHALL MEET ALL FEDERAL, STATE AND LOCAL QUALITY REQUIREMENTS.

SESC NOTES

1. MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ON THE SITE FOR THE DURATION OF CONSTRUCTION, IF REQUIRED. ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. MAINTAIN AND REPAIR ALL SESC BEST MANAGEMENT PRACTICES BMPs DURING CONSTRUCTION UNTIL ALL VEGETATION IS ESTABLISHED, (ALL DISTURBED SOIL SURFACES ARE UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR AS DEFINED BY PERMIT.)
3. PERFORM ALL EARTH-DISTURBING CONSTRUCTION ACTIVITIES WITHIN THE LIMITS OF DISTURBANCE AS INDICATED ON THE DRAWINGS.
4. REVIEW THE LIMITS OF DISTURBANCE SHOWN ON THE DRAWINGS AND FIELD-STAKING THE LIMIT OF DISTURBANCE LINE PRIOR TO THE START OF CONSTRUCTION AND/OR CONTRACTORS OPERATIONS AT NO ADDITIONAL COST TO OWNER.
5. INSTALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO THE START OF ANY LAND CLEARING OR GRADING ACTIVITIES.
6. APPLY TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON THE DRAWINGS AND/OR AS REQUIRED BY SESC PERMIT AND IMPLEMENT ADDITIONAL MEASURES AS DICTATED BY SITE CONDITIONS.
7. ENSURE THAT ANY SEDIMENTATION RESULTING FROM WORK ON THIS SITE IS CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS.
8. LEAVE SLOPES IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
9. LOCATE LAY DOWN, STAGING AND STOCKPILE AREAS WITHIN THE PERMITTED LIMITS OF DISTURBANCE.
10. INSTALL SILT FENCE AROUND THE PERIMETER OF ON-SITE SOIL STOCKPILE AREAS IF RUNOFF CAN IMPACT A STABILIZED PART OF THE SITE, OR LEAVE THE SITE. ADDITIONALLY, INACTIVE PORTIONS OF THE STOCKPILE AREAS ARE TO BE STABILIZED AS REQUIRED BY PERMIT.
11. IMPLEMENT TEMPORARY STABILIZATION MEASURES ON ANY DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES WILL NOT RESUME FOR 14 DAYS OR MORE. IMPLEMENTATION OF TEMPORARY STABILIZATION MEASURES MUST BE INITIATED IMMEDIATELY AND COMPLETED WITHIN SEVEN (7) DAYS FROM WHEN CONSTRUCTION ACTIVITIES TEMPORARILY CEASED ON ANY PORTION OF THE SITE. APPLY 3-5 LBS/1000 SFT. TEMPORARY SEED AND STRAW MULCH OVER DISTURBED AREA.
12. TOPSOIL AND SEED ALL EXPOSED AREAS WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE CONCLUSION OF FINAL GRADING IN THAT AREA.
13. REGULARLY CHECK SEEDED AREAS TO SEE THAT A GOOD STAND OF VEGETATION IS "ESTABLISHED". VEGETATION WILL NOT BE CONSIDERED "ESTABLISHED" UNTIL 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED WITH PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER. FERTILIZE, WATER, RESEED AND MULCH AS NEEDED.
14. MINIMIZE TRACKING OF SOIL AND SEDIMENT ONTO OFF-SITE ROADWAYS THROUGHOUT THE USE OF APPROPRIATE MEASURES. IMMEDIATELY REMOVE ANY SOIL OR SEDIMENT TRACKED ONTO THE ROADWAYS.
15. NO VEHICLES AND EQUIPMENT CLEARING IS ALLOWED AT LOCATIONS WHERE RUNOFF COULD FLOW DIRECTLY INTO A WATER COURSE OR DOWNSTREAM STORM SEWER.
16. MAINTAIN DUST CONTROL DURING CONSTRUCTION. WATER TANK TRUCKS SHALL BE USED ON ON-SITE DISTURBED AREAS AND OTHER PLACES WHERE DUST BECOMES A PROBLEM.

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	
	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	



811

Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's

4245 North Pony Express Parkway
Eagle Mountain, Utah

REV. DATE DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL



SHEET NAME

Grading Plan

SHEET NUMBER

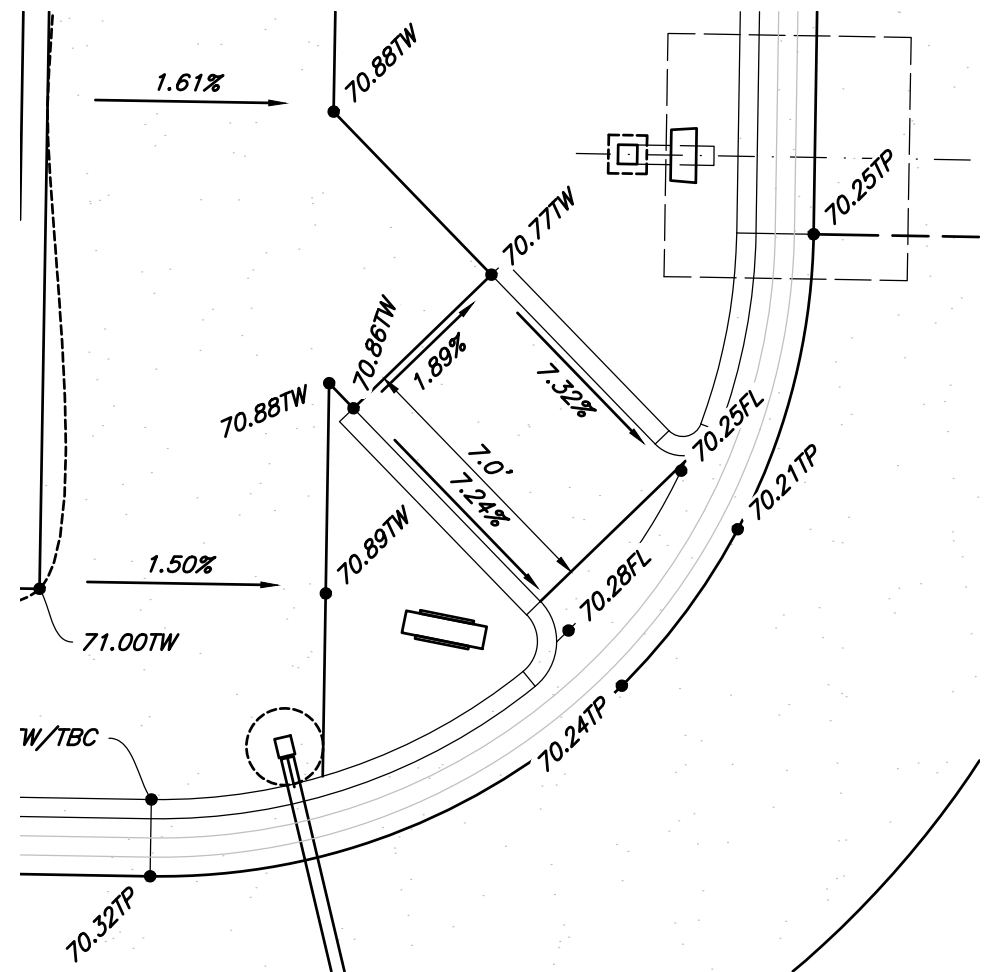
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2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 — AWEngineering.net

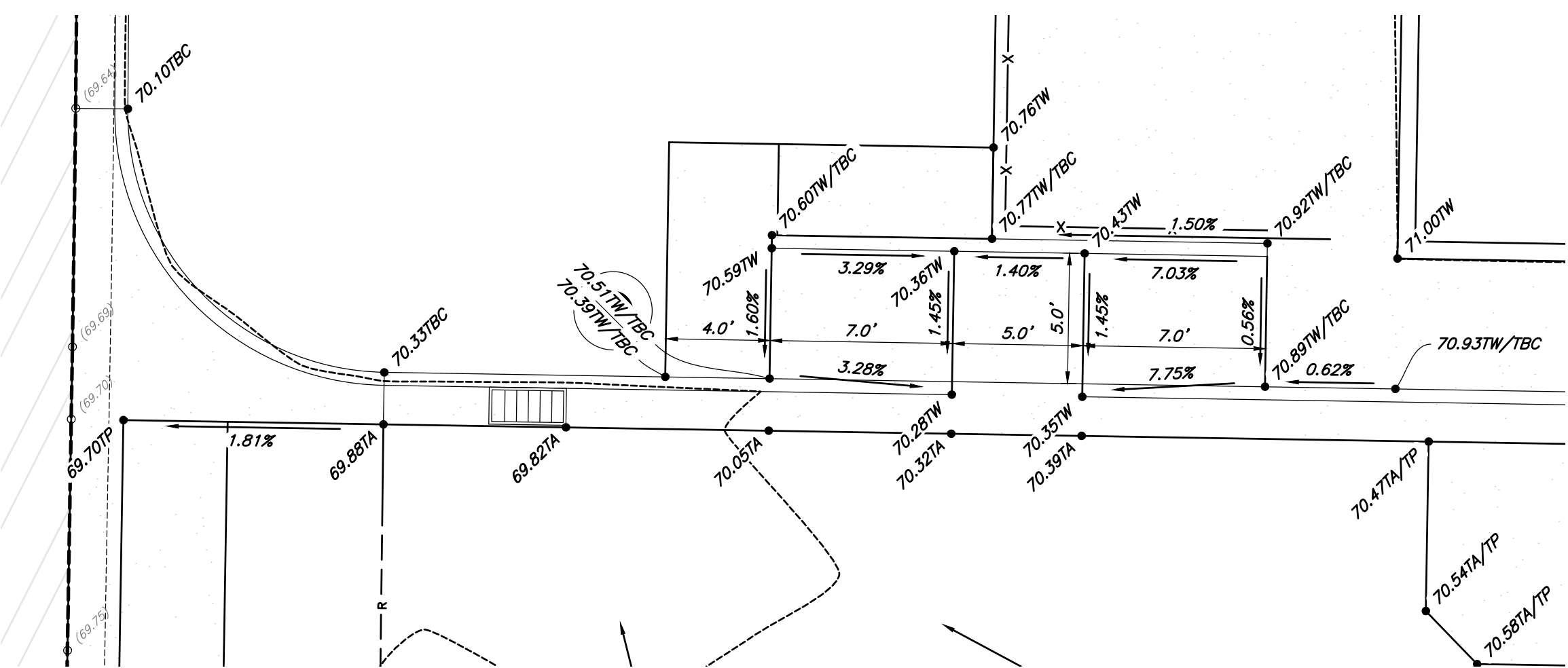
811

Know what's **below**.
Call before you dig.
3 business days
prior to excavation:

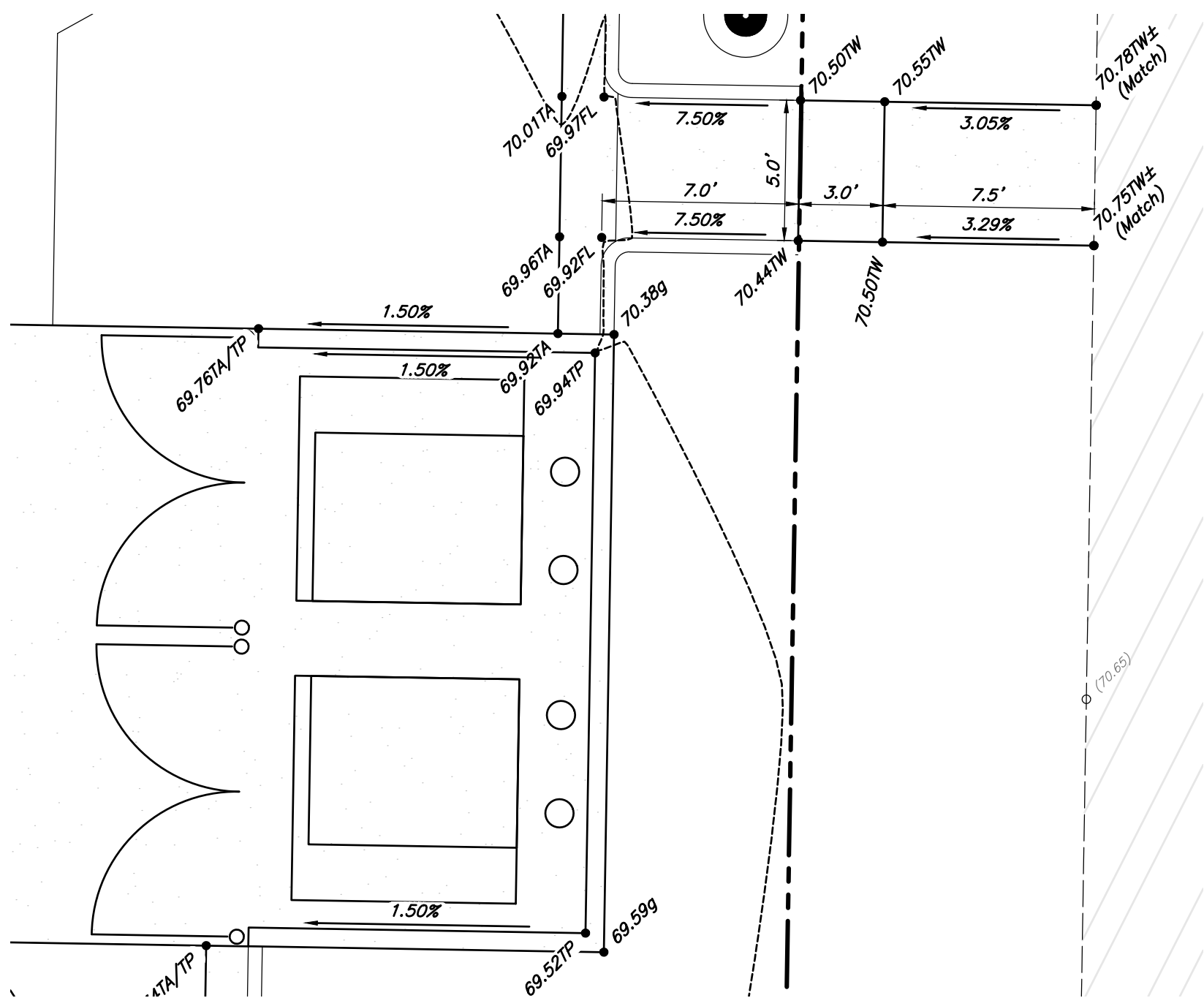
Wendy's®
4245 North Pony Express Parkway
Eagle Mountain, Utah



2 *Curb Ramp Detail*
Scale: 1" = 5'



3 *Curb Ramp Detail*
Scale: 1' = 5'



1 *Curb Ramp Detail*
Scale: 1' = 5'

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

Public Curb Ramp Construction Notes

1. *All public curb ramps shall be constructed in accordance with governing municipalities standards and specifications.*
2. *It is the contractors responsibility to obtain governing municipalities standards and specifications.*
3. *The Client, Contractor and Subcontractor should immediately notify the Owner of any violations of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1-Latest Edition) and/or FHAA.*

Private Curb Ramp Construction Notes

1. Slopes provided are per Anderson Wahlten & Associates design standards. Slopes shown are below ADA and ICC maximum requirements, unless noted otherwise in project plans.
2. The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the site that the Contractor does not comply with the current state of Accessibility and Usable Buildings and Facilities (ICC/ANSI A117.1-Latest Edition) and/or FHAA.
3. Counter slopes of adjoining gutters & paving adjacent to the curb ramp shall not be steeper than 4.50%.
4. Accessible ramp flares shall be poured separately from ramp to ensure proper slopes.
5. Contractor to transition curb or sidewalk height from 6" to 24" level. Curb or sidewalk height to match ramp throughout transition.



Sewer Keynotes

- 1 Const. 4" SS
1.4' @ 2.00%
- 2 Const. 45" SS Bend
FLout4"=4863.57
FLin4"=4863.57
- 3 Const. 4" SS
3.5' @ 2.00%
- 4 Const. 4" SS
7.0' @ 2.00%
- 5 Const. 6" SS
5.5' @ 1.00%
- 6 Const. 4" SS
5.0' @ 2.00%
- 7 Const. 45" SS Bend
FLout4"=4862.87
FLin4"=4862.87
- 8 Const. 4" SS
14.0' @ 2.00%
- 9 4" Sewer Conn.
FL=4863.15
- 10 Const. 2" Vent Pipe to
building per plumbing plan

Storm Drain Construction Notes

- 1 Const. RD Conn.
FL=4867.90
- 2 Const. 6" RD
8.4' @ 42.33%
- 3 Const. 6" RD
4.0' @ 88.85%

Storm Drain & Sanitary Sewer Note:

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

Onsite Utility Connection Notes:

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

Contractor to provide over-excavation per Geotechnical Report.

Utility Piping Materials:

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

Culinary Service Laterals

1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901, PE 3408, SDR 9 (200 psi)

Water Main Lines and Fire Lines

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

Sanitary Sewer Lines

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

Storm Drain Lines

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

General Utility Notes:

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

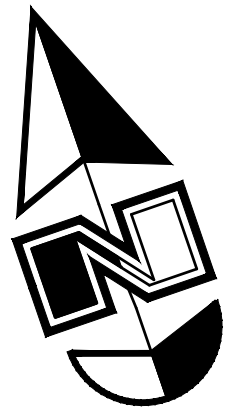
Building Data

Type:	V-B
Square Footage:	2,163 s.f.
Fire Sprinkled:	No
Building Height:	<30'
Fire Flow Required:	1,500 GPM

CAUTION :

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

Scale: 1" = 10'



BENCH MARKS

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevation using GPS methods
Elevation = 4865.18 feet
Observed 16 September, 2020

SYMBOL LEGEND

EXISTING UTILITIES

SAN	SANITARY SEWER & MANHOLE
STM	STORM SEWER & MANHOLE
CB	CATCH BASIN CURB AND LAWN TYPE
VAL	VALVE
HYD	HYDRANT
WTR	WATER MAIN
GAS	GAS MAIN
ELEC	UNDERGROUND ELECTRIC
TEL	UNDERGROUND TELEPHONE
CATV	CABLE TELEVISION
TP	TELEPHONE PEDESTAL

PROPOSED UTILITIES

SAN	SANITARY SEWER & MANHOLE
WYE	WYE & LEAD
STD	STANDARD SEWER CLEANOUT
STM	STORM SEWER & MANHOLE
WTR	WATER MAIN
VAL	VALVE & BOX
MTR	METER
PLG	PLUG
CS	CURB STOP & BOX

UTILITY SUMMARY

ELECTRIC:	SECONDARY SERVICE PREFERRED BASED ON RATE. UTILITY OWNED TRANSFORMER. UTILITY TO SIZE TRANSFORMER AND COORDINATE WITH ELECTRICAL DESIGNER. 600 AMP, 120/208V, 3PH, 4W GROUND WIRE.
PHONE:	X GB COPPER/FIBER OPTIC ENTRANCE CABLE.
GAS:	1,400 MBH @ 7"-10" W.C.
WATER:	1-1/2" DIA. TYPE K COPPER PIPE WITH 1" METER, 2,000 GPD, 60 GPM PEAK USE. MINIMUM 45 PSI PRESSURE REQUIRED INSIDE BUILDING AFTER THE METER.
SANITARY SEWER:	6" DIA. 2,000 GPD AVG.
IRRIGATION:	REFER TO SHEET CX.X FOR REQUIREMENTS

UTILITY NOTES

1. EXISTING UTILITIES LOCATIONS SHOWN ARE APPROXIMATE.
2. VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO EXCAVATION WHERE NECESSARY.
3. PROTECT AND MAINTAIN SERVICE OF OTHER UTILITIES AT CROSSINGS.
4. DO NOT CONNECT ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER SERVICES TO THE SANITARY SEWER.
5. PROVIDE AND MAINTAIN INLET FILTERS AT ALL CATCH BASIN INLETS, DURING CONSTRUCTION.
6. ADJUST ALL CASTINGS TO FINISH GRADES.
7. KEEP SITE LIGHTING CONDUITS OUTSIDE OF PAVEMENT IF POSSIBLE.

SANITARY SEWER NOTES

1. SLOPE SANITARY SEWER AT 1.0% MIN. SLOPE TO PUBLIC SERVICE LEAD.
2. INSTALL CLEANOUTS AT ANY CHANGE IN DIRECTION OF PIPE.
3. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.

GAS MAIN NOTES

1. GAS COMPANY WILL PROVIDE GAS SERVICE TAP, METER, REGULATOR, AND INSTALL THE NEW SERVICE LINE TO THE METER.

WATER MAIN NOTES

1. INSTALL WATER MAIN WITH A MINIMUM OF [] FEET OF COVER, AS REQUIRED BY MUNICIPALITY.
2. PROVIDE A MINIMUM OF EIGHTEEN (18) INCHES OF VERTICAL SEPARATION AND TEN (10) FEET OF HORIZONTAL SEPARATION BETWEEN THE WATER MAIN AND ALL SANITARY AND STORM SEWERS.

STORM SEWER NOTES

1. INSTALL UNDERDRAINS AT ALL CATCH BASINS AND CURB INLETS IF SUBGRADE IS POORLY DRAINED. CONNECT TO NEAREST CATCH BASIN. REFER TO DETAIL ON SHEET C5.3.
2. ALL UNDERDRAINS (UD) TO BE 4" DIA. AT MINIMUM SLOPE OF 0.50% UNLESS OTHERWISE NOTED.
3. PROVIDE INLET FILTER FOR ALL CATCH BASIN INLETS DURING CONSTRUCTION.

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	



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(801) 521-8529 - awengineering.net

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3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV. DATE DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL



SHEET NAME

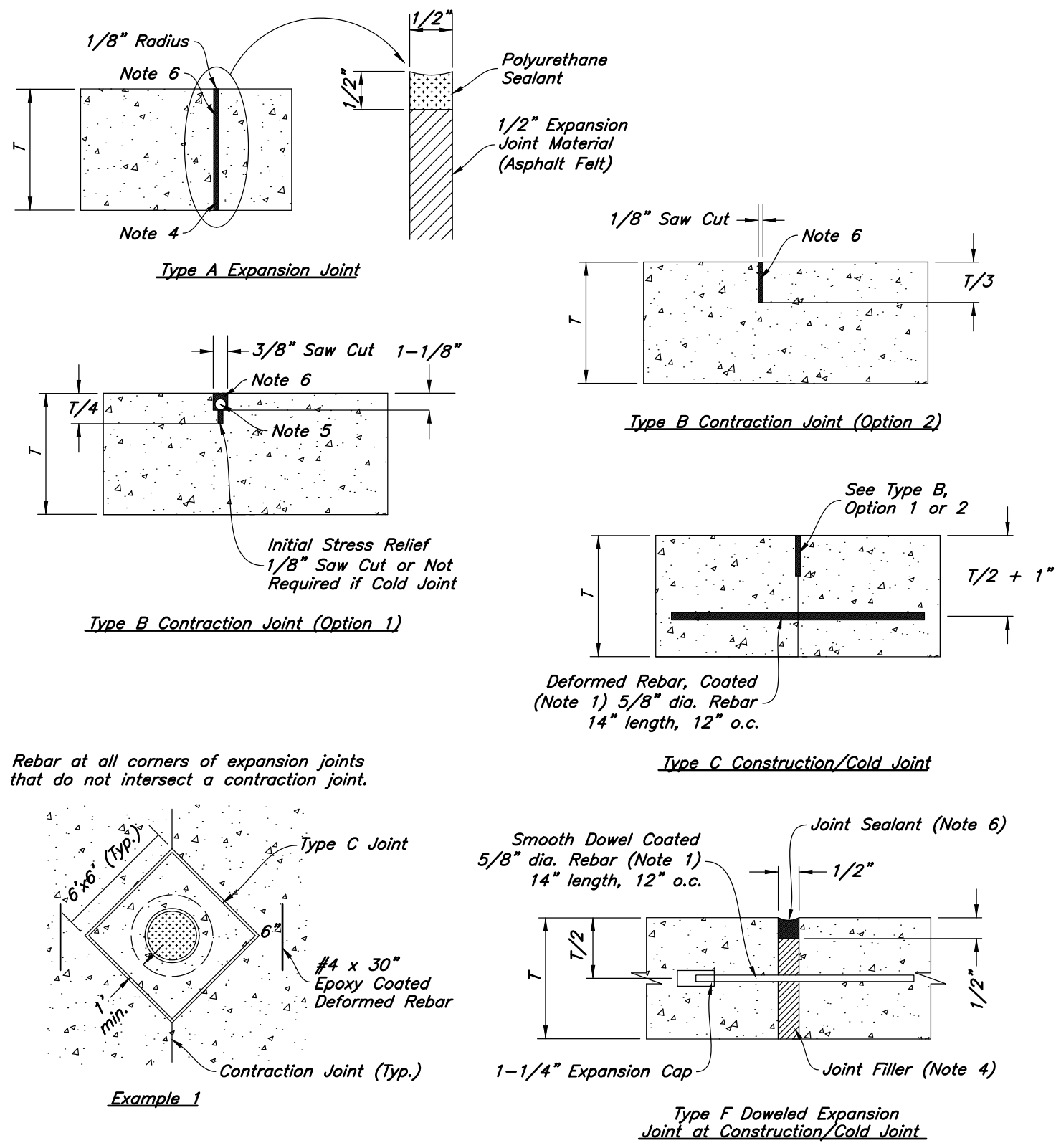
Utility Plan

SHEET NUMBER

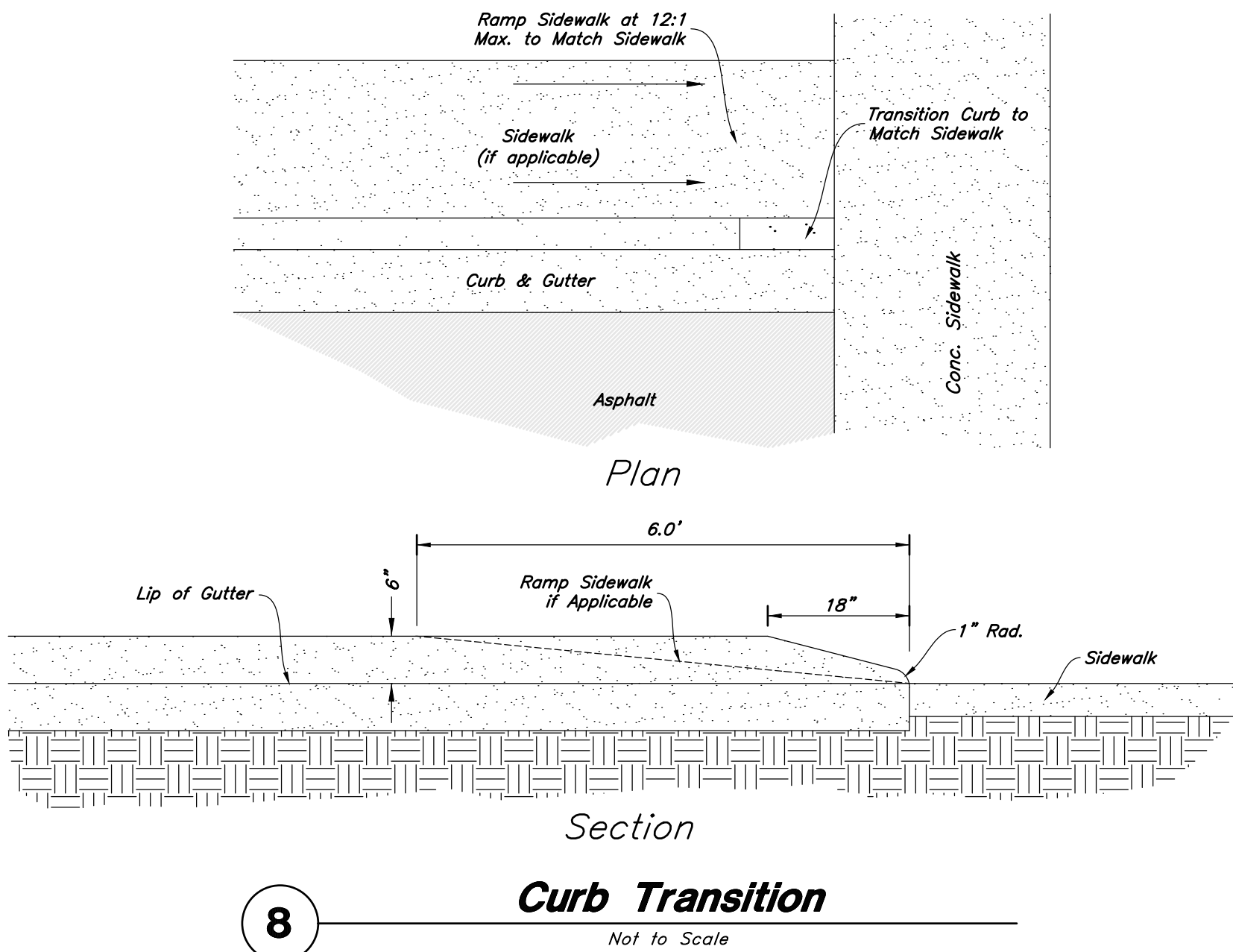
C3.1

1. **REINFORCEMENT:** ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.
- A. Space rebar and dowels at 12 to 15 inches on center.
B. Grease dowels to provide movement in expansion joints.
C. Keep tie bars in the vertical center of the concrete slab and perpendicular to the joint during concrete placement.
2. **SAWING:** Keep at least 3 working power saws on-site when concrete is being placed. Saw crack control joints (contraction joints) before shrinkage cracking takes place. Do not tear or ravel concrete during sawing. In cool weather, the joint sawing may be delayed only for the time required to prevent tearing and raveling the concrete. Cut joints to dimensions recommend by sealant manufacturer and approved by ENGINEER.
3. **JOINTS:** Lay out joints to aid construction and control random cracking.
- A. Joint Spacing shall be 12 feet maximum on center in both directions.
B. Extend transverse contraction joints continuously across the full width of the concrete. Make the joints coincide with curb and gutter joints.
C. Make adjustments in joint locations to meet inlet or manhole locations.
D. Expansion Joints shall be placed where concrete abuts a building wall, sidewalk, curb, gutter or any immovable structure.

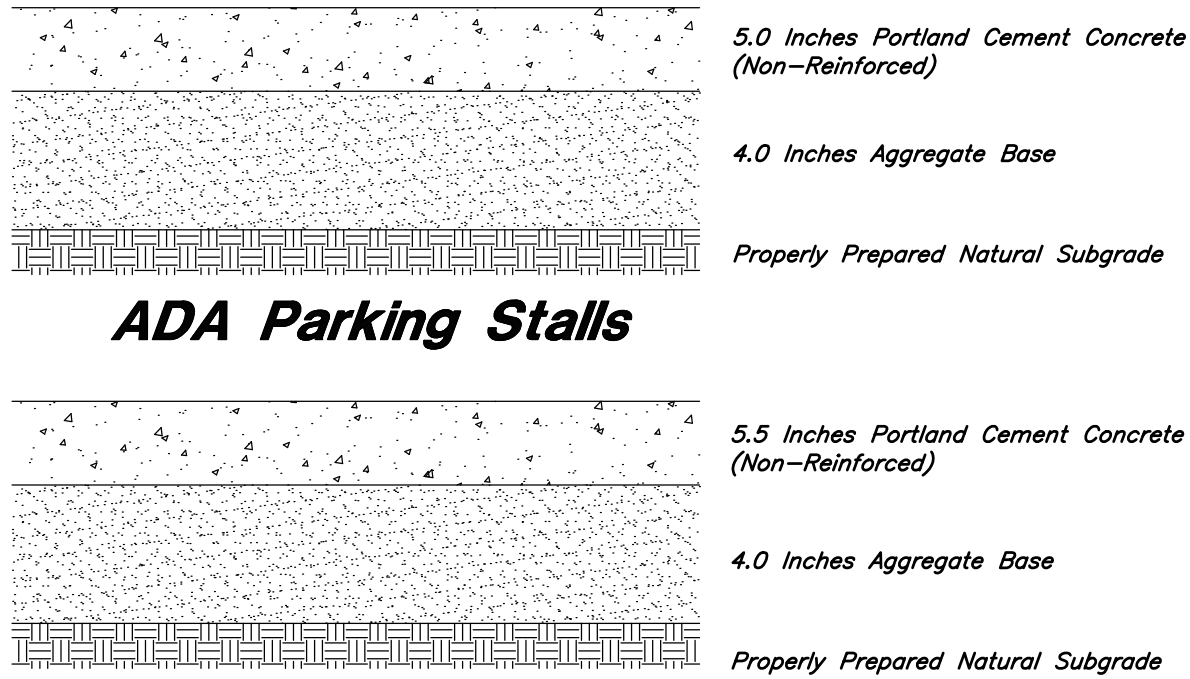
4. **JOINT FILLER:** Bituminous (Asphalt or tar) mastic, ASTM D994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt extending to the bottom of the concrete slab.
5. **BACKER ROD:** Round Rods. It must be oversized approximately 25 percent to fit tightly into each joint and compatible with hot poured sealant.
6. **JOINT SEALANT:** Hot applied, Asphalt base type, ASTM D 3405. Remove dirt, oil, and curing compounds from joint reservoir. Seal joints immediately after cleaning.



9 **Concrete Joint Detail**
Not to Scale



7 **Not Used**
Not to Scale



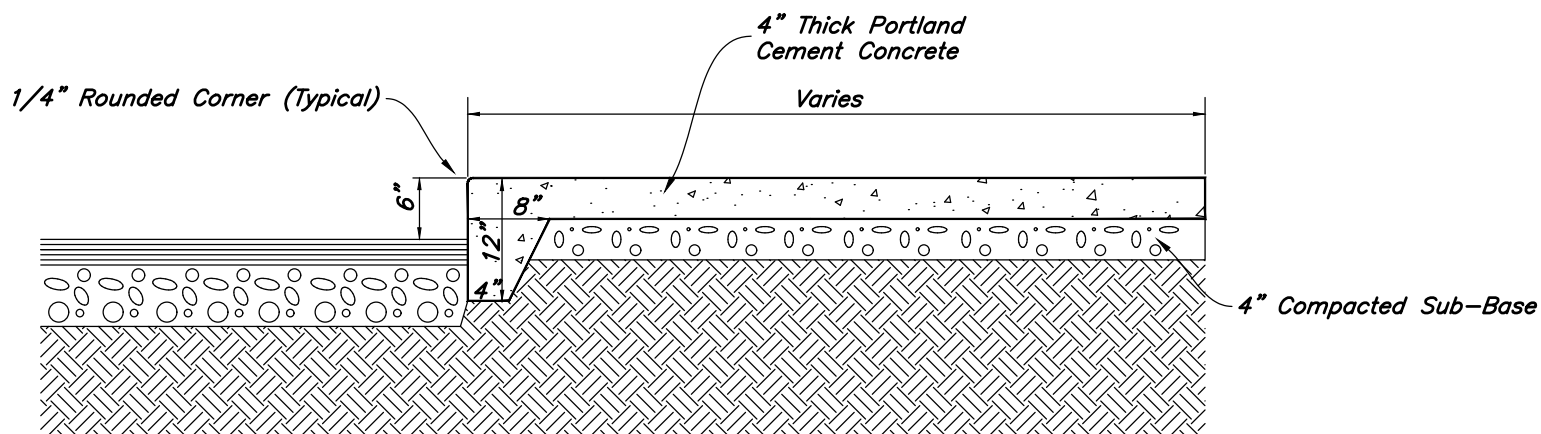
6 **Concrete Paving Section**
Not to Scale

Contraction Joints

- A. Spacing = 10' O.C.

Expansion Joints

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



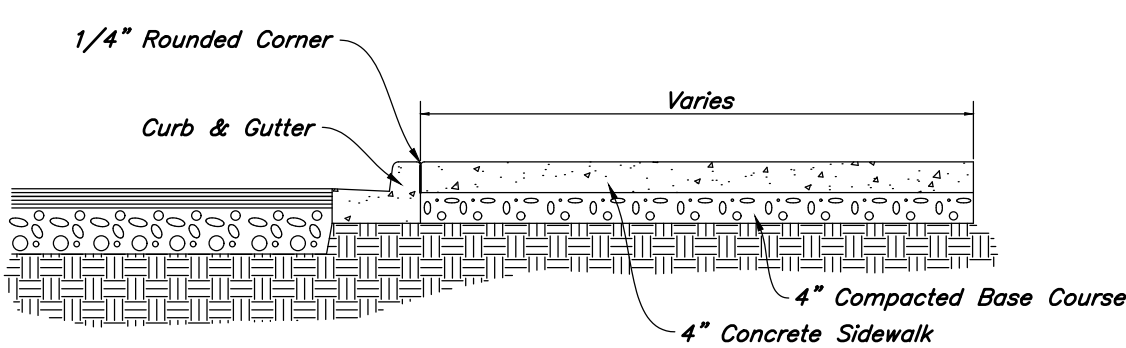
5 **Thickened Edge Walk**
Not to Scale

Contraction Joints

- A. Spacing = 10' O.C.

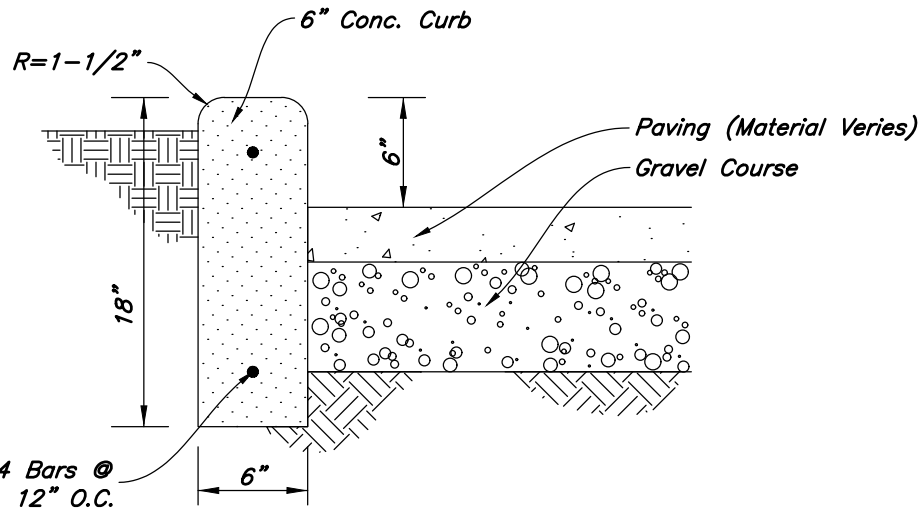
Expansion Joints

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



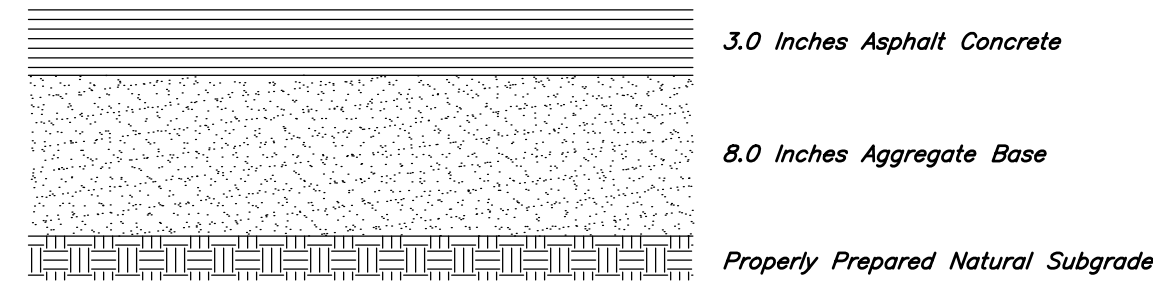
4 **Typical Sidewalk Detail**
Not to Scale

Benchmark
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevations using GPS methods.
Elevation = 44865.18 feet
Observed 16 September, 2020



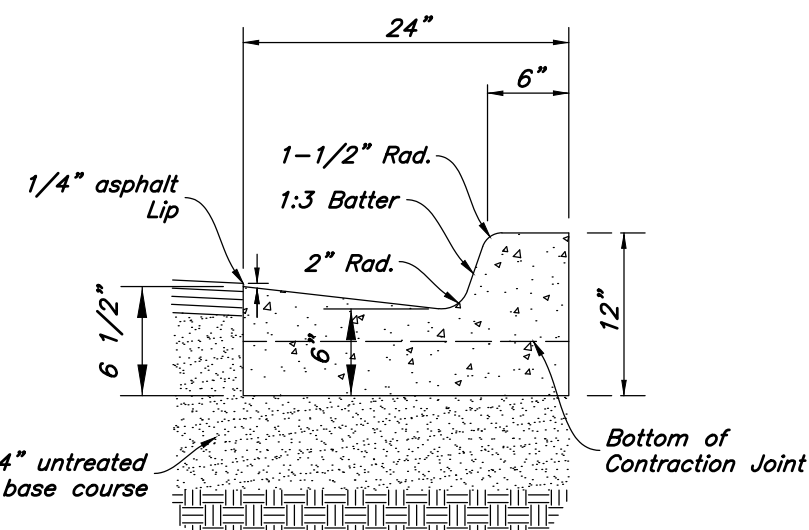
3 **Curb Wall Detail**
Not to Scale

1. See Geotechnical Report for Project



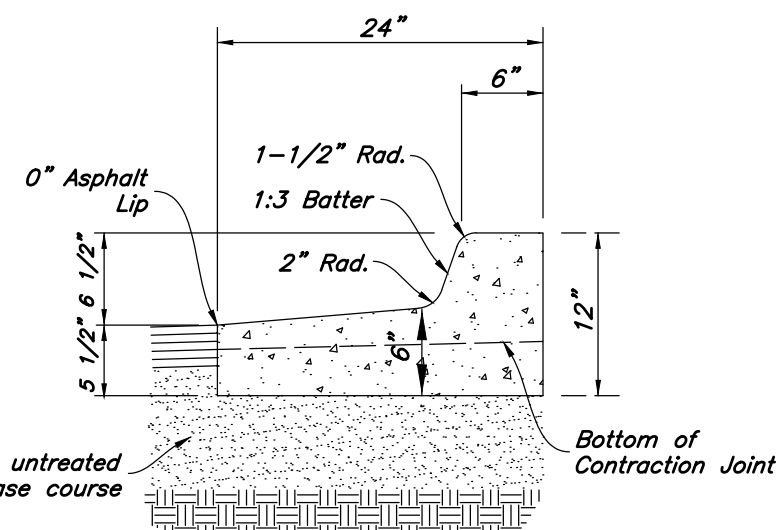
2 **Asphalt Paving Section**
Not to Scale

1. **Contraction Joints**
A. Spacing = 10' o.c., see joint detail
B. 1/8" wide by 2" deep from top of curb at 15'-0" intervals
2. **Expansion Joints**
A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at ends of all radii 0.08.
D. Required 5'-0" on each side of drainage structures
E. Required at 90'-0" maximum intervals in straight curb and gutter
F. Provide #6 x 18" long smooth steel dowel bars with 1" dia. grease cap through expansion joints (3/4" thick bituminous filler material)
3. 2'-6" Long tie bar on 2'-6" centers shall be provided when curb is adjacent to P.C.C. pavement
4. Provide (2) #6 x 2'-6" long tie bars to connect existing and new curb and gutter
5. Remove forms as early as possible. Brush top and face of curbs to remove all imperfections. Typical of all form work.
6. All radii shall be true arcs
7. Medium to light broom finish on all exterior concrete



Standard

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

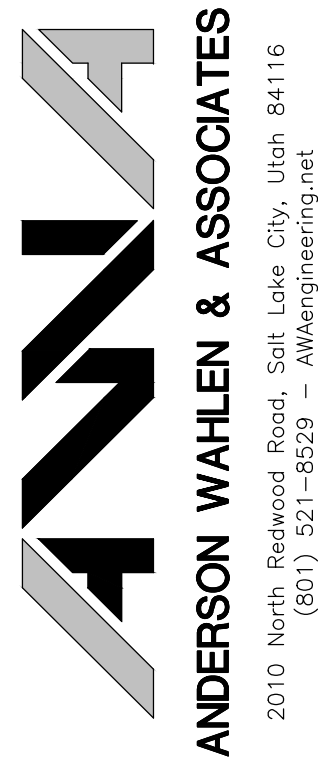


Open Face

1. See Concrete Joint Detail

1 **24" Curb And Gutter**
Not to Scale

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	



PROJECT TYPE:	CIVIL/SITE
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REV.	DATE	DESCRIPTION

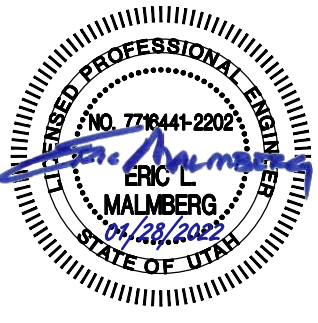
ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

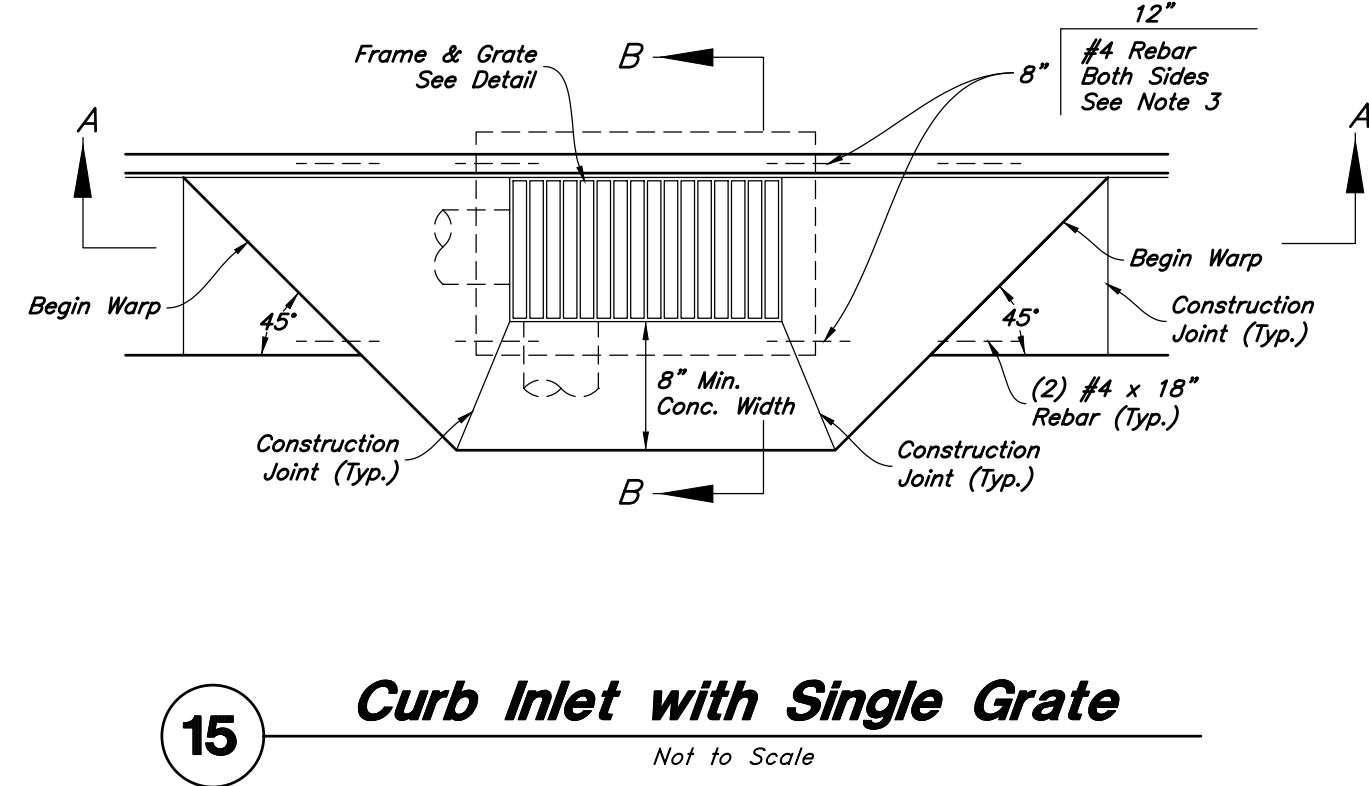
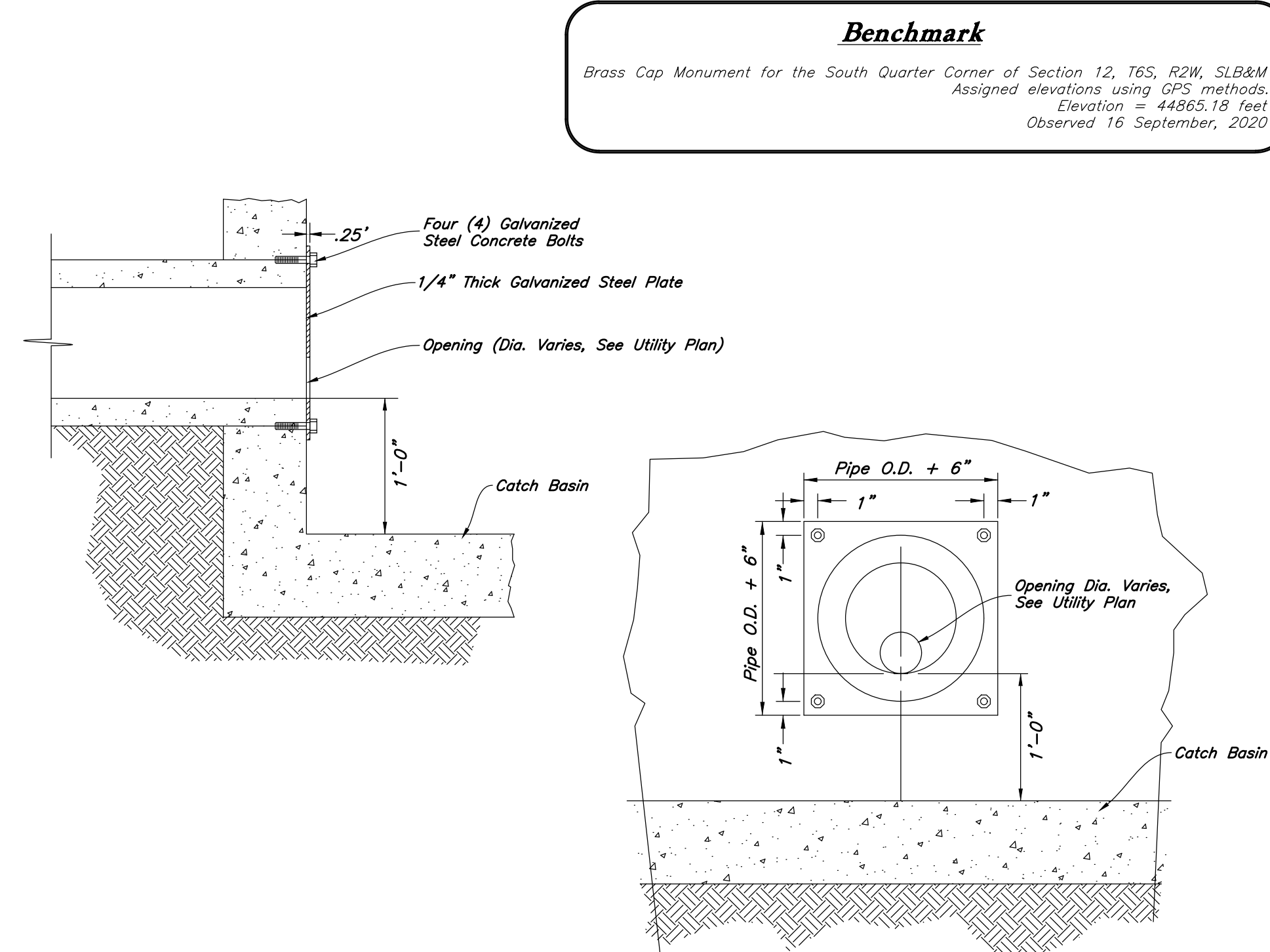
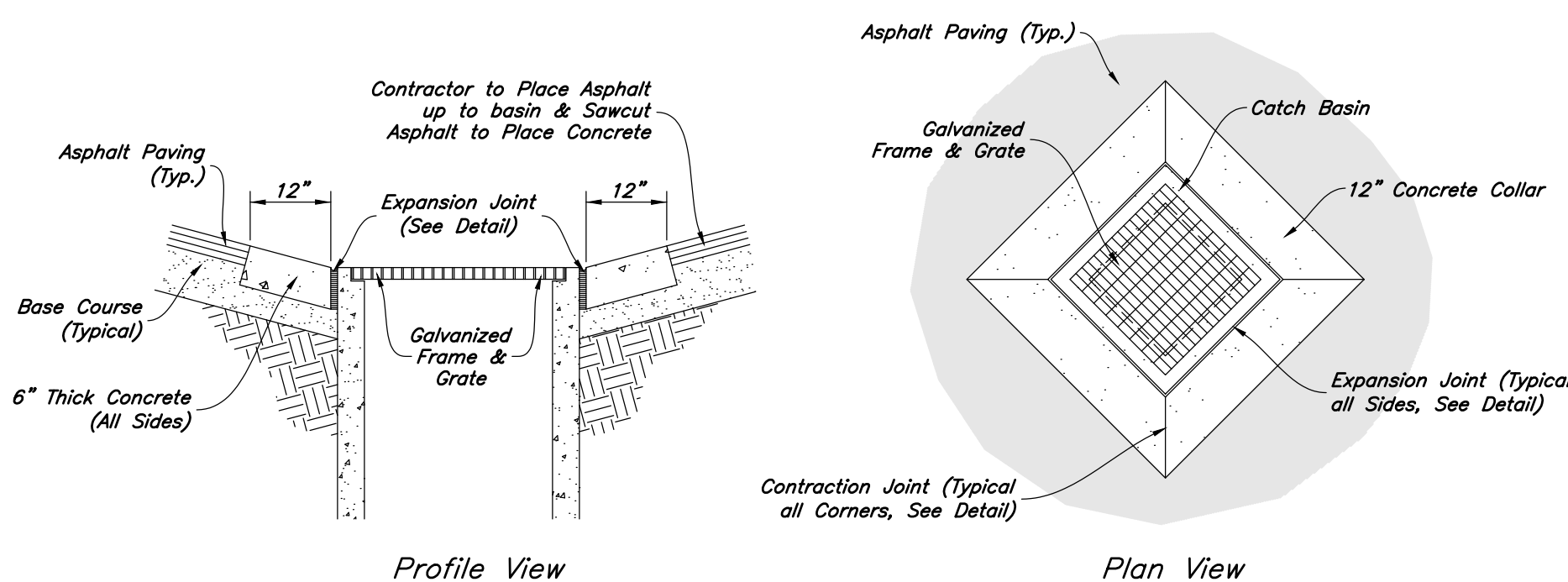
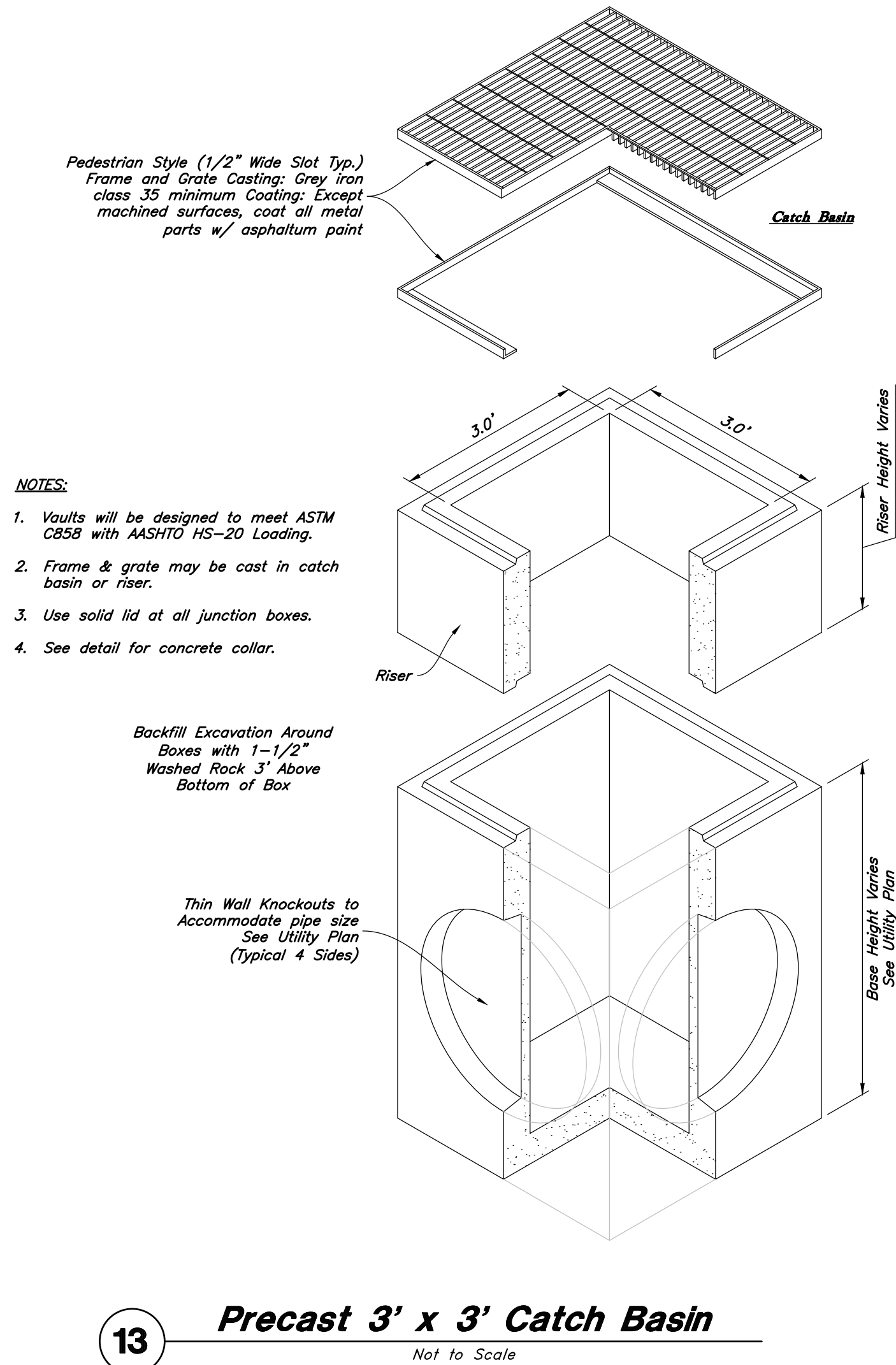
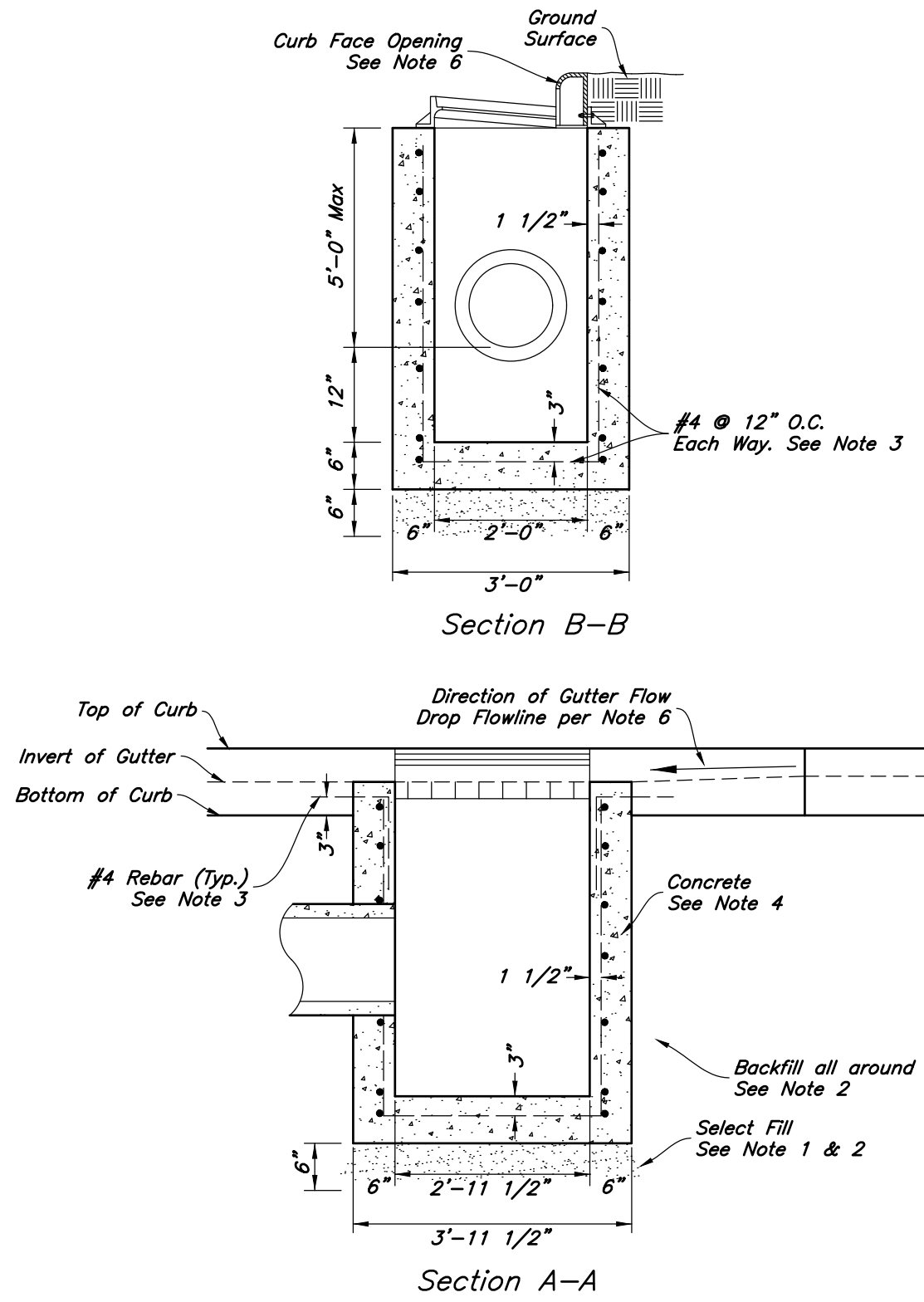
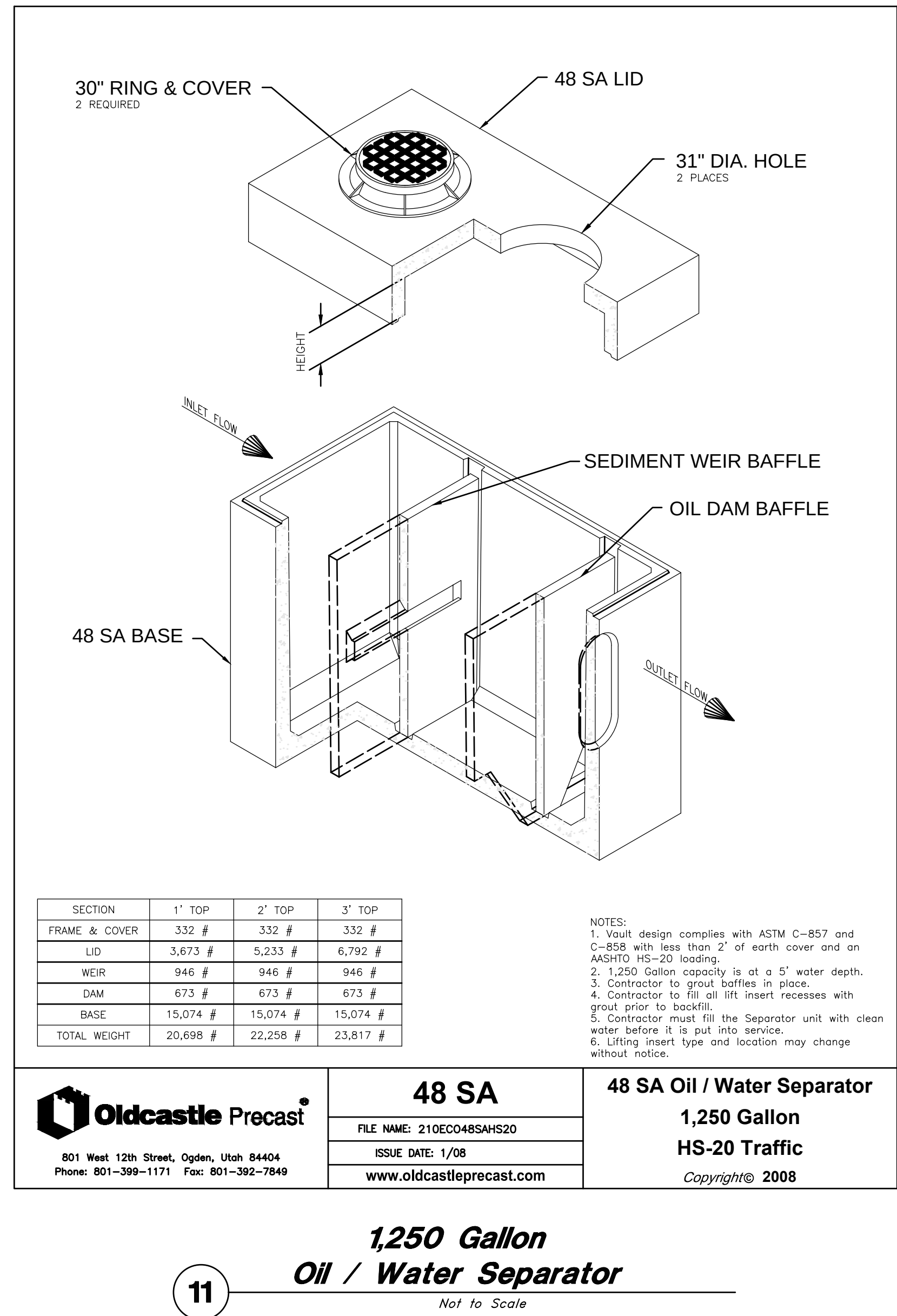
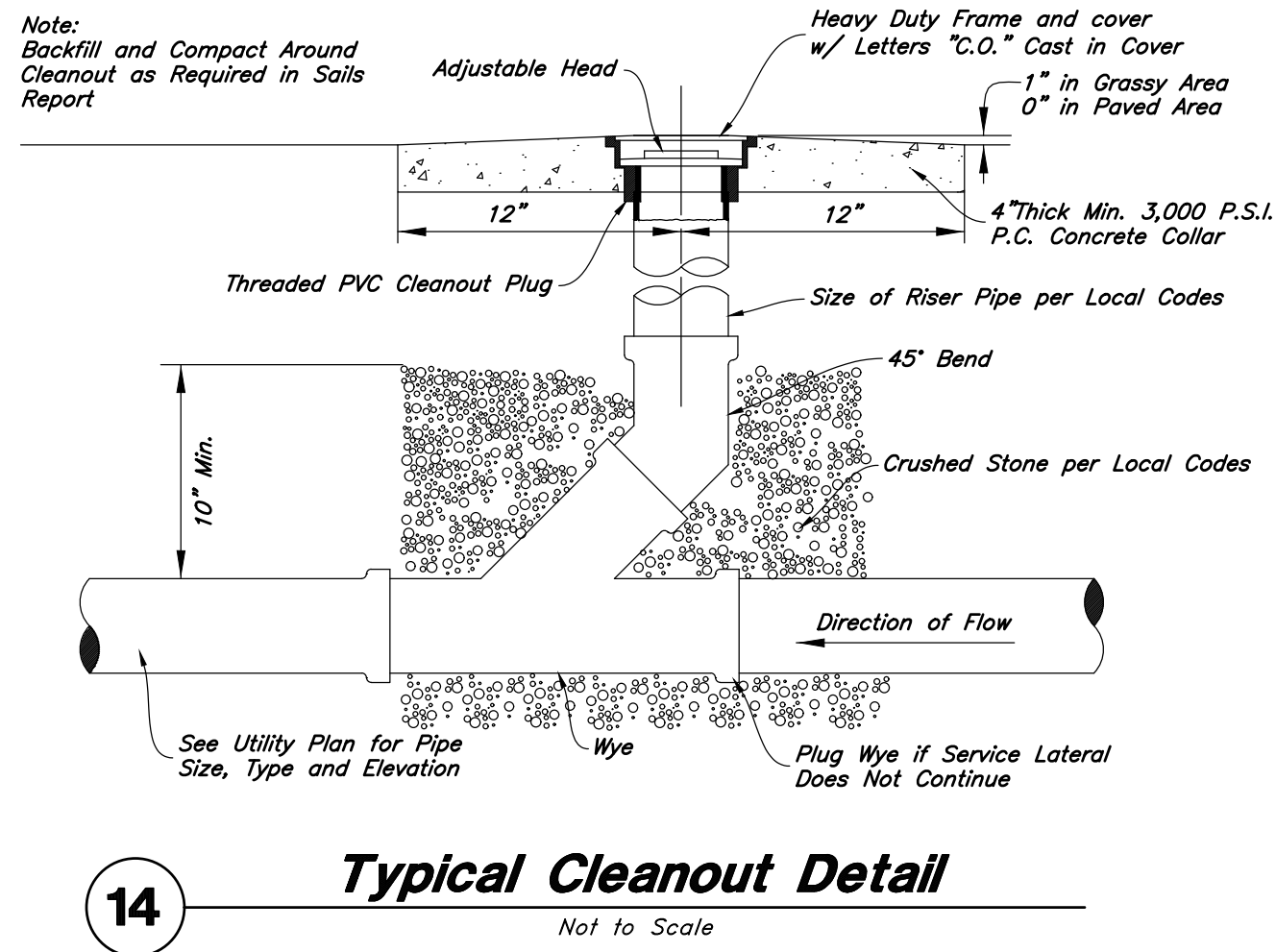
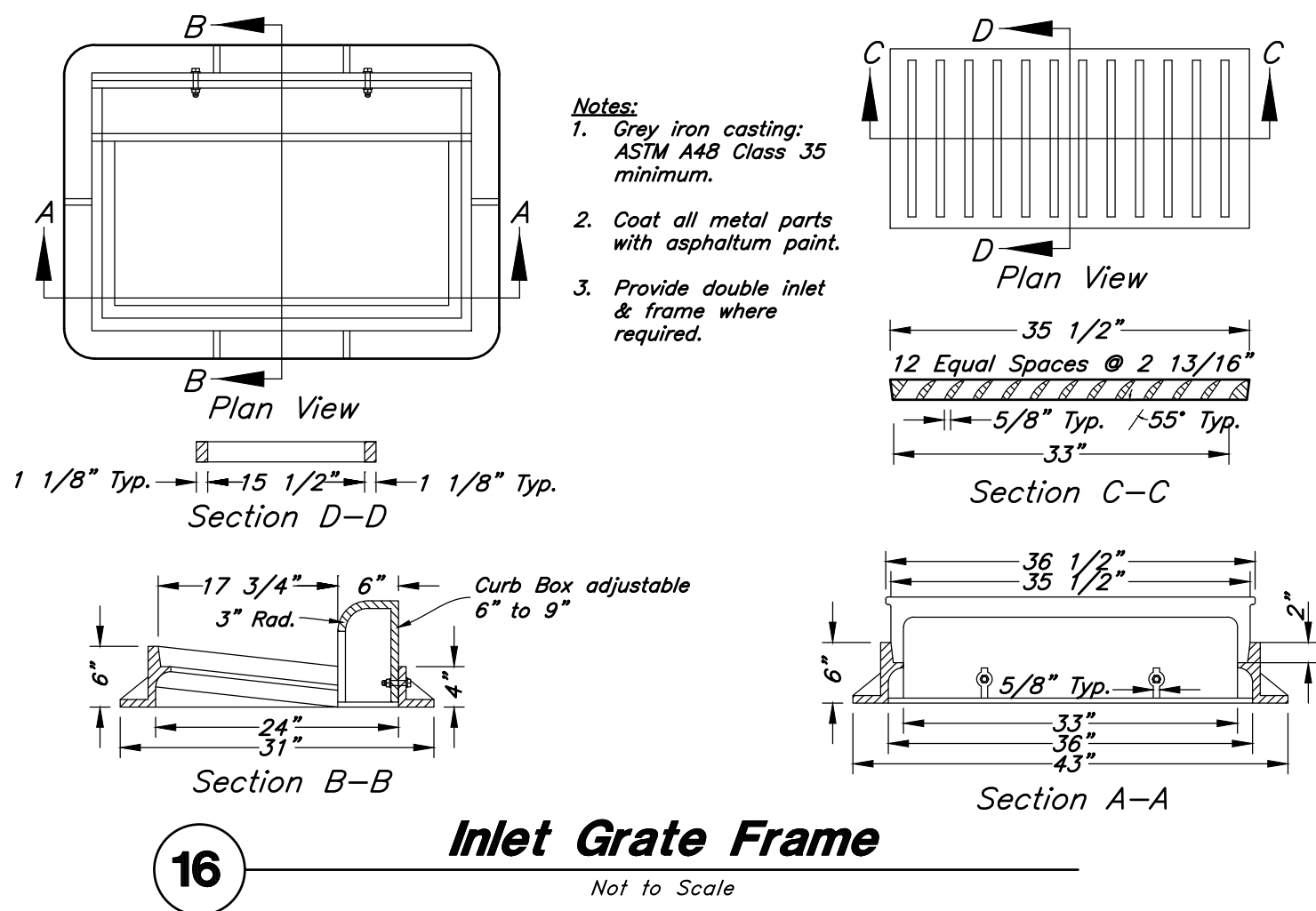
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SEAL



SHEET NAME	Details
SHEET NUMBER	

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SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
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 Know what's below.
 Call before you dig.
 3 business days prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's
 4245 North Pony Express Parkway
 Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021
 PROJECT NUMBER: 21-178
 DRAWN BY: DW
 CHECKED BY: EM



SHEET NAME
Details

SHEET NUMBER

C4.2

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24

Not Used
Not to Scale

23

Not Used
Not to Scale

22

Not Used
Not to Scale

21

Not Used
Not to Scale

20

Not Used
Not to Scale

19

Not Used
Not to Scale

Storm Water Calculations

Job Name: Wendy's Eagle Mountain

Date: 12/22/2021

Prepared By: Eric Malmberg

Reviewed By:

Methodology: Rational

Developed Conditions:

Area Type	Area (ft ²)	C
Roof	2163	0.85
Hard Surfaces	25087	0.9
Landscape	6770	0.1
Subtotal=	34020	

Total=

0.78

acres

C average=

0.74

Frequency:

100 Year

Release Rate

0.156198347

ft³/s

Time (min)	Intensity (in/hr)	Acc. Vol (ft ³)	Rel. Vol (ft ³)	Req. Stor. (ft ³)
5	5.75	994	47	947
10	4.38	1514	94	1420
15	3.62	1877	141	1736
30	2.44	2530	281	2249
60	1.51	3132	562	2569
120	0.802	3326	1125	2202
180	0.539	3353	1687	1667
360	0.277	3447	3374	73
720	0.147	3658	6748	-3089
1440	0.077	3853	13496	-9663

Stormwater Calculations

Orifice Sizing Calculations

Orifice Size for Lot 7

Q=CdAo(2gh)^{1/2}

Flow (Q) =

0.13

Head (h) =

3.5

Cd=

0.62

Area (in²)=

2.01

Dia (in) =

1.60

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevations using GPS methods.
Elevation = 44865.18 feet
Observed 18 September, 2020

ADS

User Inputs

Chamber Model:

MC-3500

Outlet Control Structure:

Yes

Project Name:

Wendy's Eagle Mountain

Engineer:

Eric Eric

Project Location:

Utah

Measurement Type:

Imperial

Required Storage Volume:

2569 cubic ft.

Stone Porosity:

40%

Stone Foundation Depth:

9 in.

Stone Above Chambers:

12 in.

Average Cover Over Chambers:

18 in.

Design Constraint Dimensions:

(24 ft. x 38 ft.)

Results

System Volume and Bed Size

Installed Storage Volume:

2772.67 cubic ft.

Storage Volume Per Chamber:

109.90 cubic ft.

Number Of Chambers Required:

12

Number Of End Caps Required:

6

Chamber Rows:

3

Maximum Length:

38.35 ft.

Maximum Width:

22.85 ft.

Approx. Bed Size Required:

876.25 square ft.

System Components

Amount Of Stone Required:

126.34 cubic yards

Volume Of Excavation (Not Including Fill):

178.50 cubic yards

Total Non-woven Geotextile Required:

323.42 square yards

Woven Geotextile Required (excluding Isolator Row):

33.46 square yards

Woven Geotextile Required (Isolator Row):

37.82 square yards

Total Woven Geotextile Required:

71.28 square yards

StormTech MC-3500 Chambers

Not to Scale

SITE NUMBER:

00000

BASE MODEL:

CIVIL/SITE

ASSET TYPE:

CLASSIFICATION:

NEW

OWNER:

BASE VERSION:

2020

UPGRADE CLASSIFICATION:

NEW BUILD

PROJECT YEAR:

2021

FURNITURE PACKAGE:

DRAWING RELEASE:

811

Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE:

CIVIL/SITE

Wendy's

4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.

DATE

DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL

PROFESSIONAL ENGINEER

NO. 778441-2202

ERIC L. MALMBERG

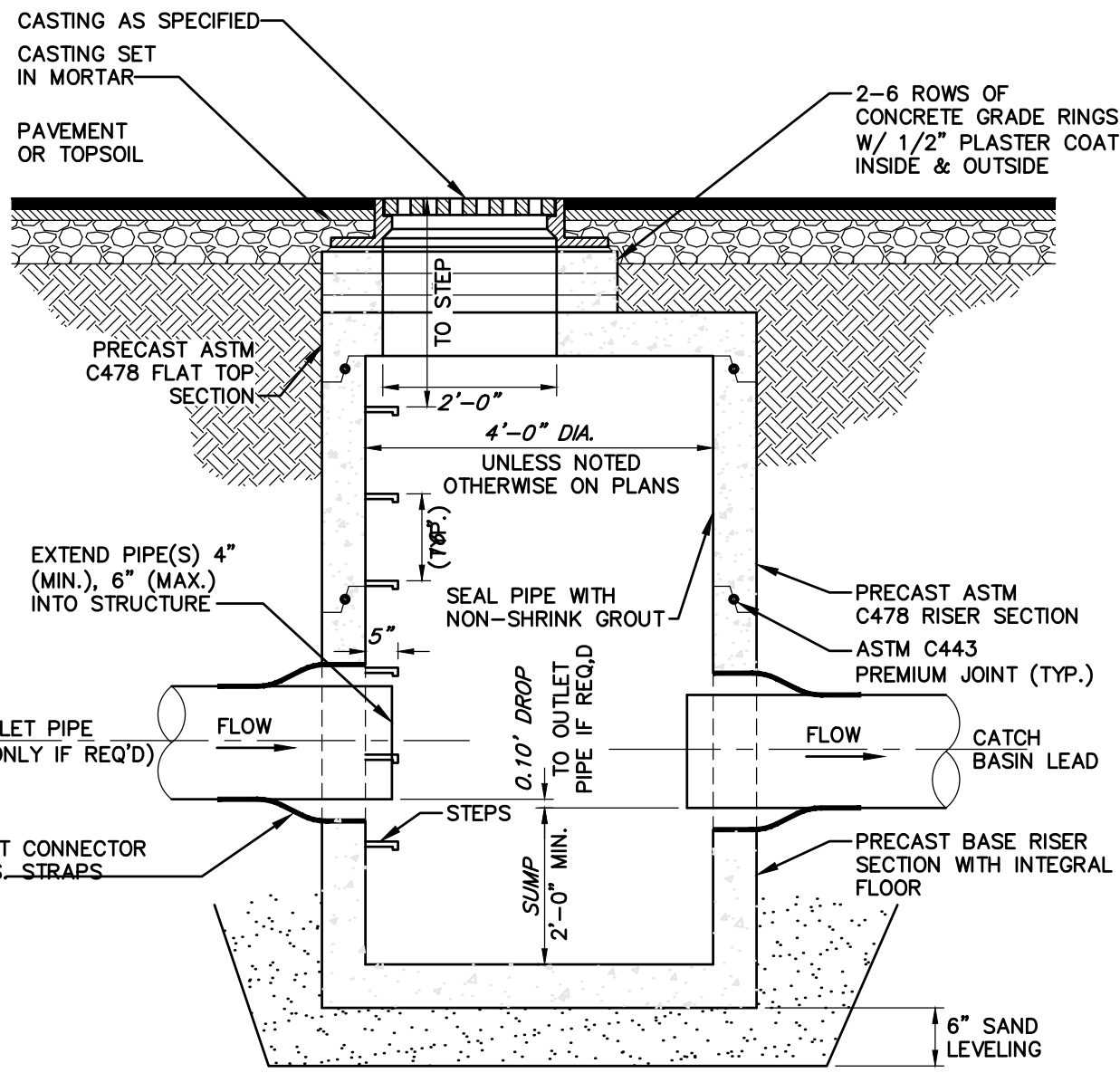
STATE OF UTAH

SHEET NAME

Details

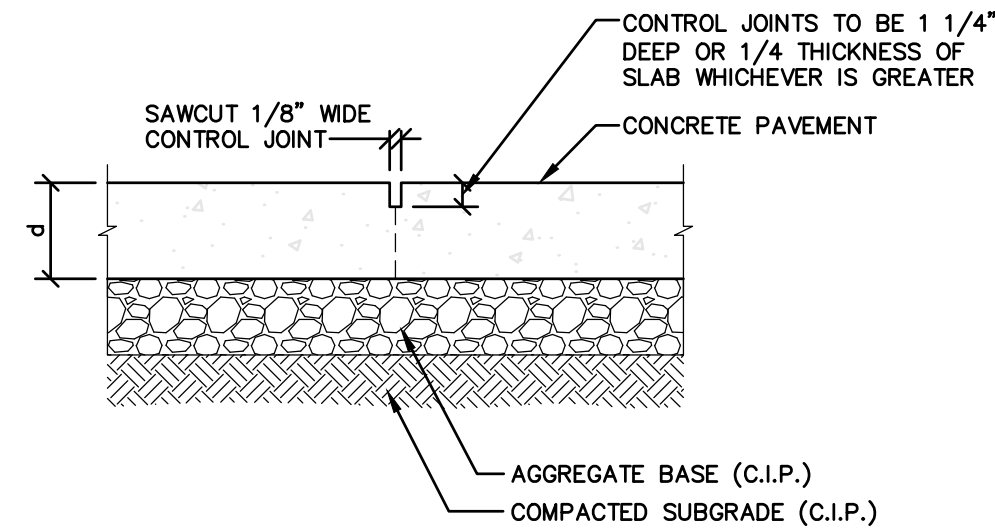
SHEET NUMBER

C4.3

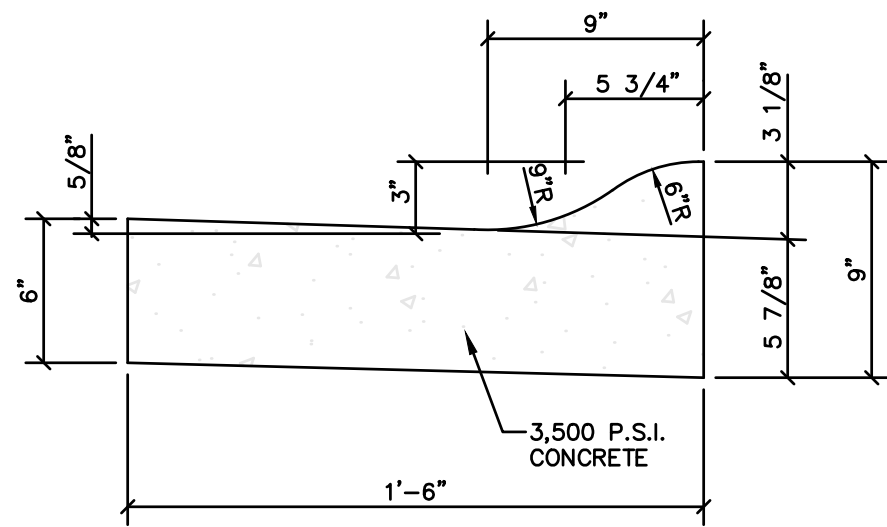


40 STANDARD CATCH BASIN
NO SCALE

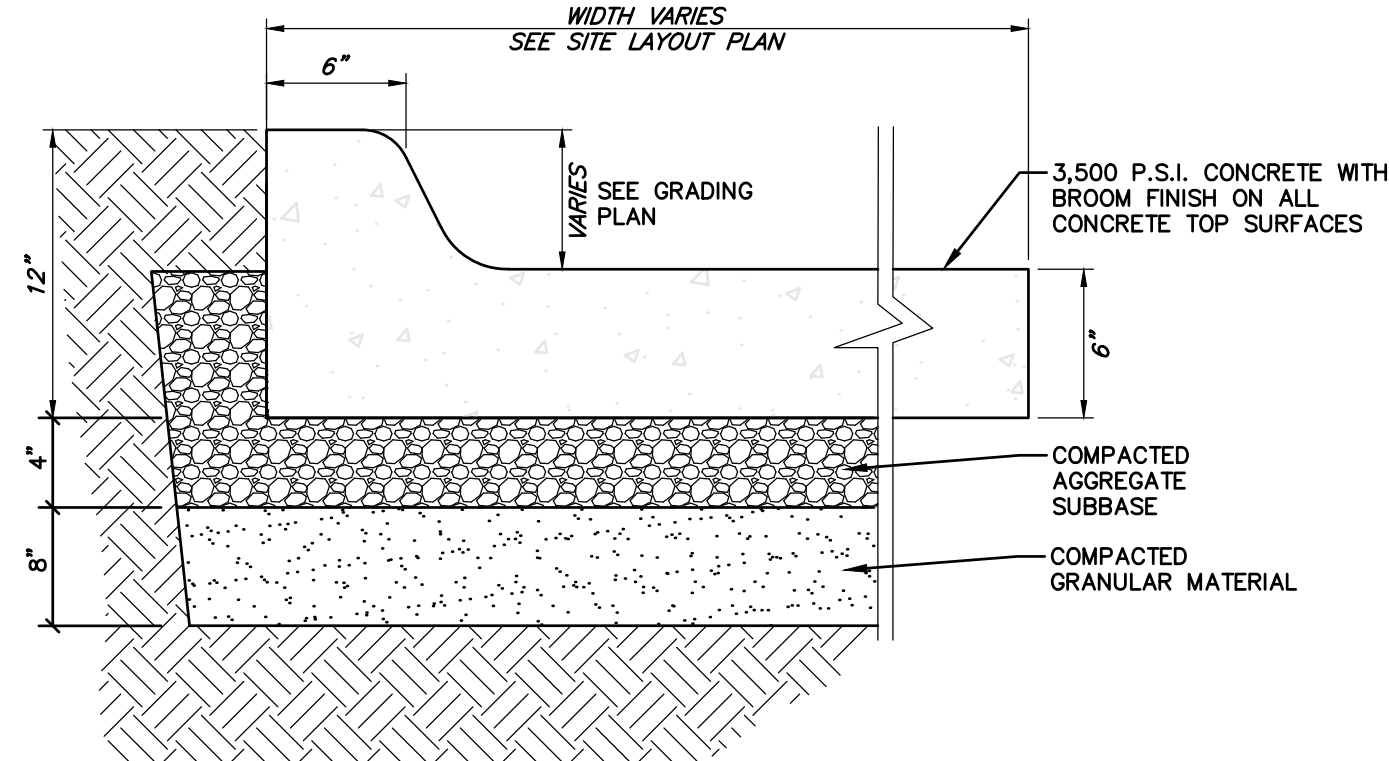
36 NOT USED
NO SCALE



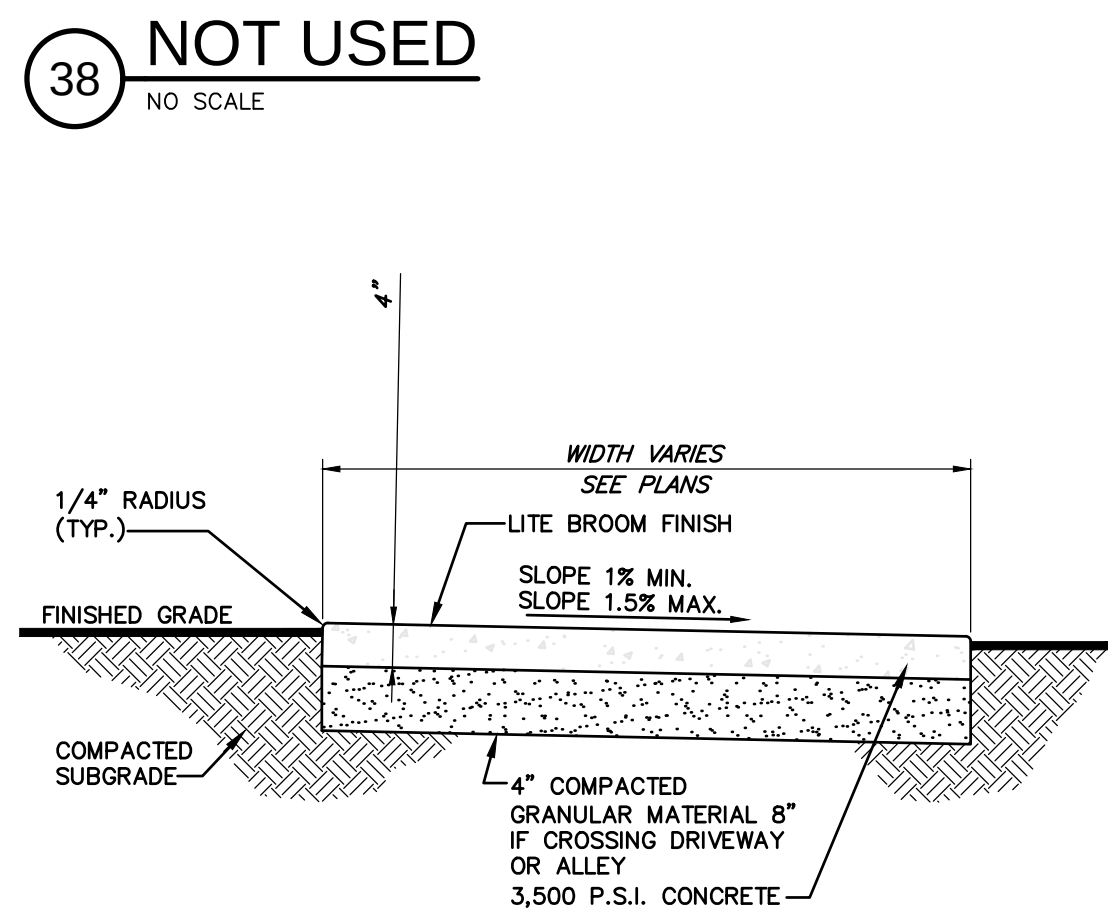
39 CONCRETE CONTROL JOINT
NO SCALE



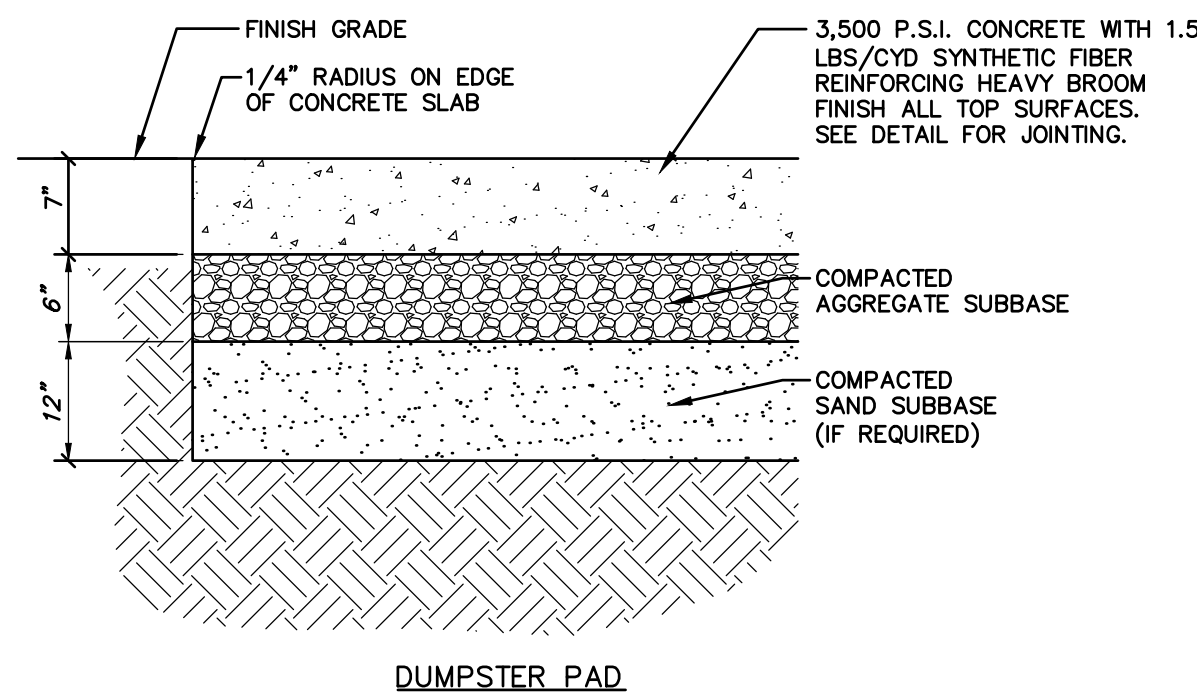
35 STANDARD ROLLED CURB & GUTTER
NO SCALE



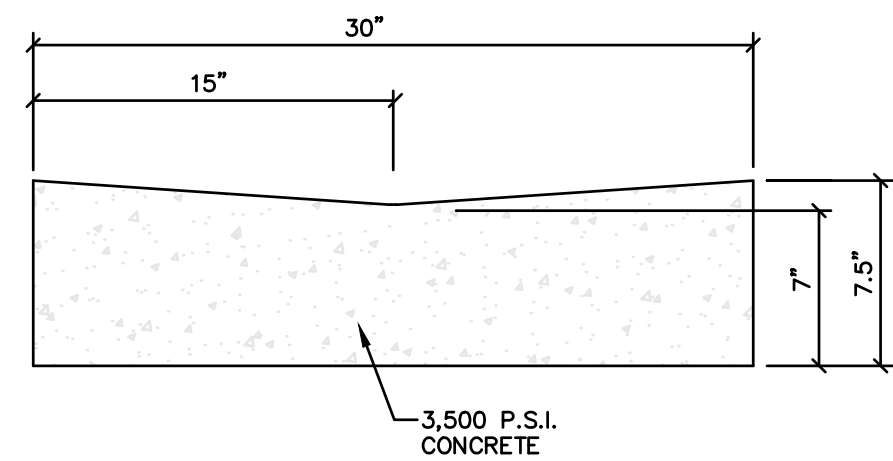
34 INTEGRAL CURB & GUTTER WITH DRIVE-THRU CONCRETE PAD
NO SCALE



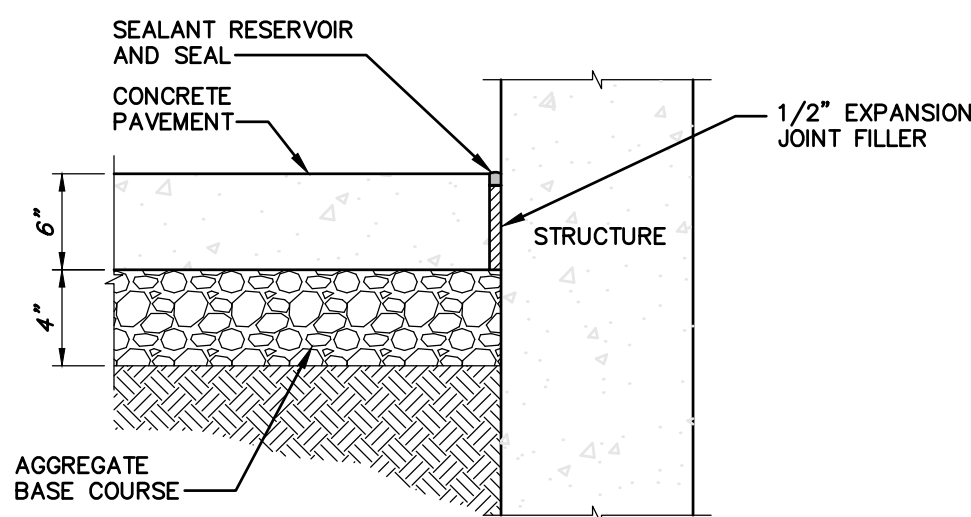
37 SIDEWALK DETAIL
NO SCALE



33 CONCRETE PAVEMENT DETAIL
NO SCALE

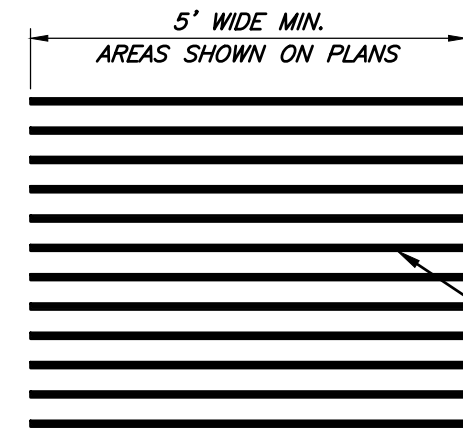


31 GUTTER PAN DETAIL
NO SCALE



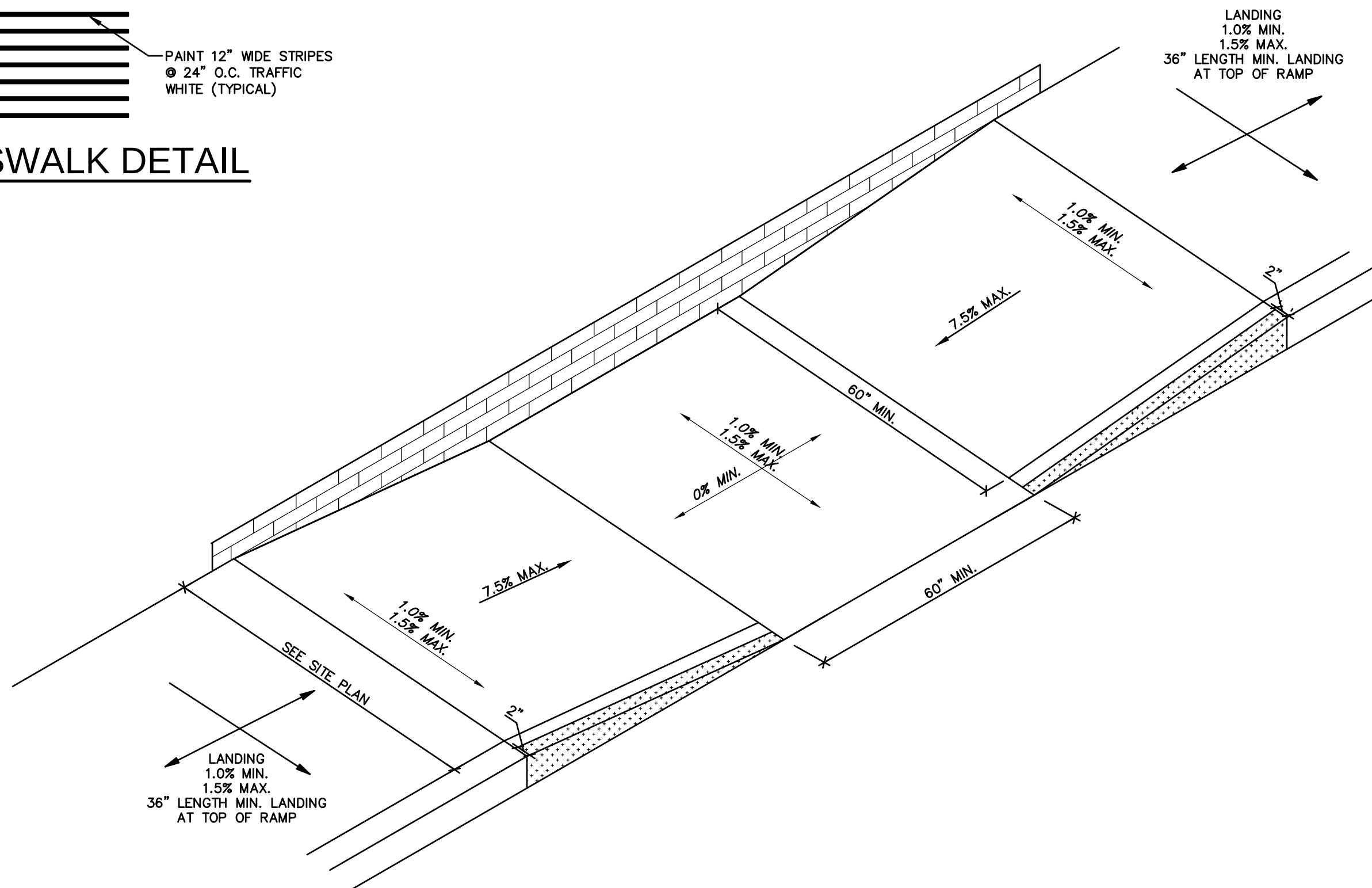
30 CONCRETE EDGE AT BUILDING
NO SCALE

29 NOT USED
NO SCALE

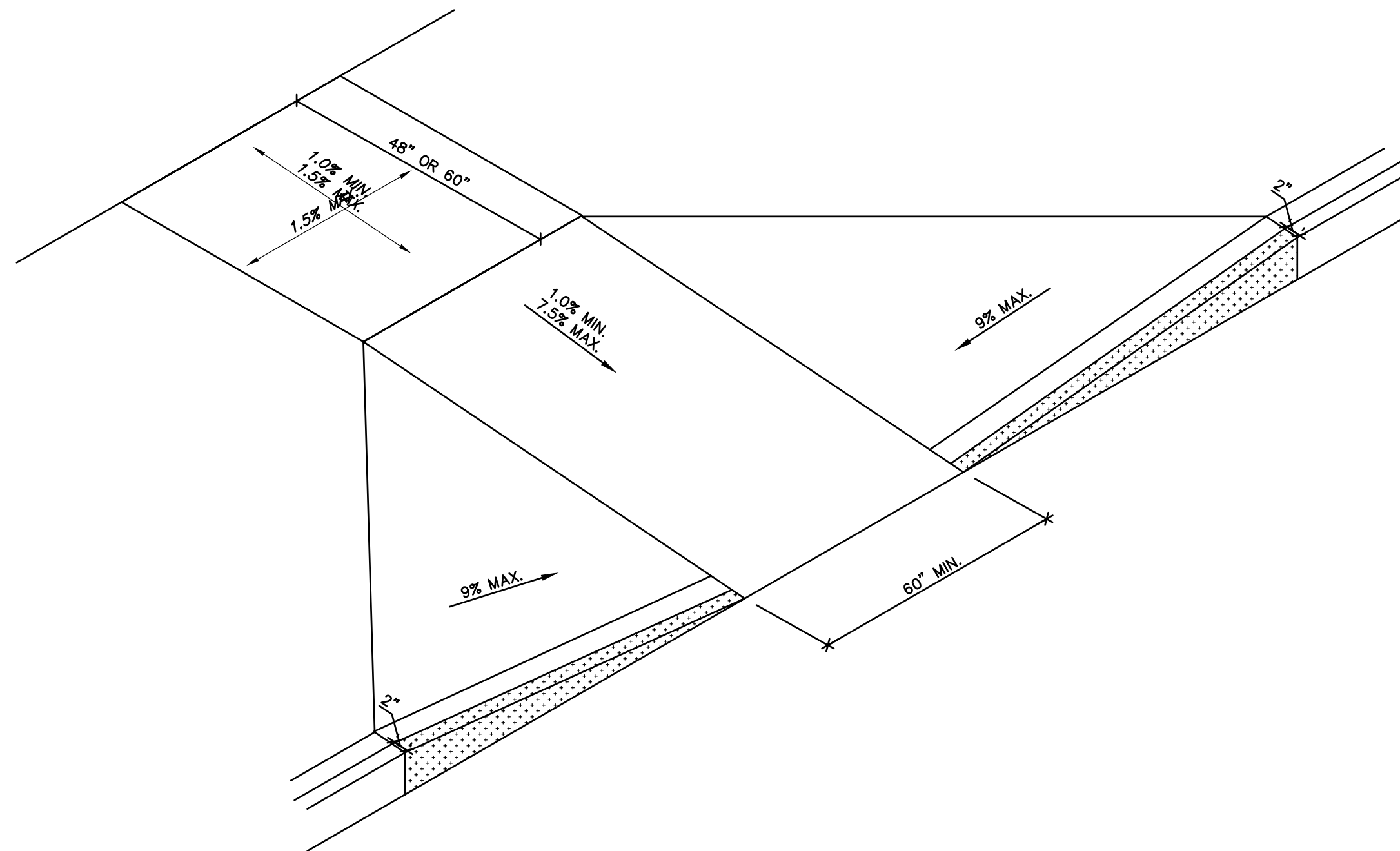


28 CROSSWALK DETAIL
NO SCALE

27 NOT USED
NO SCALE



26 SIDEWALK RAMP AT CURB OR BUILDING
SCALE: 3/4\"/>



25 SIDEWALK RAMP DETAIL
SCALE: 3/4\"/>

Benchmark
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevations using GPS methods:
Elevation = 44865.18 feet
Observed 16 September, 2020

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	
	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - awengineering.net

811
Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

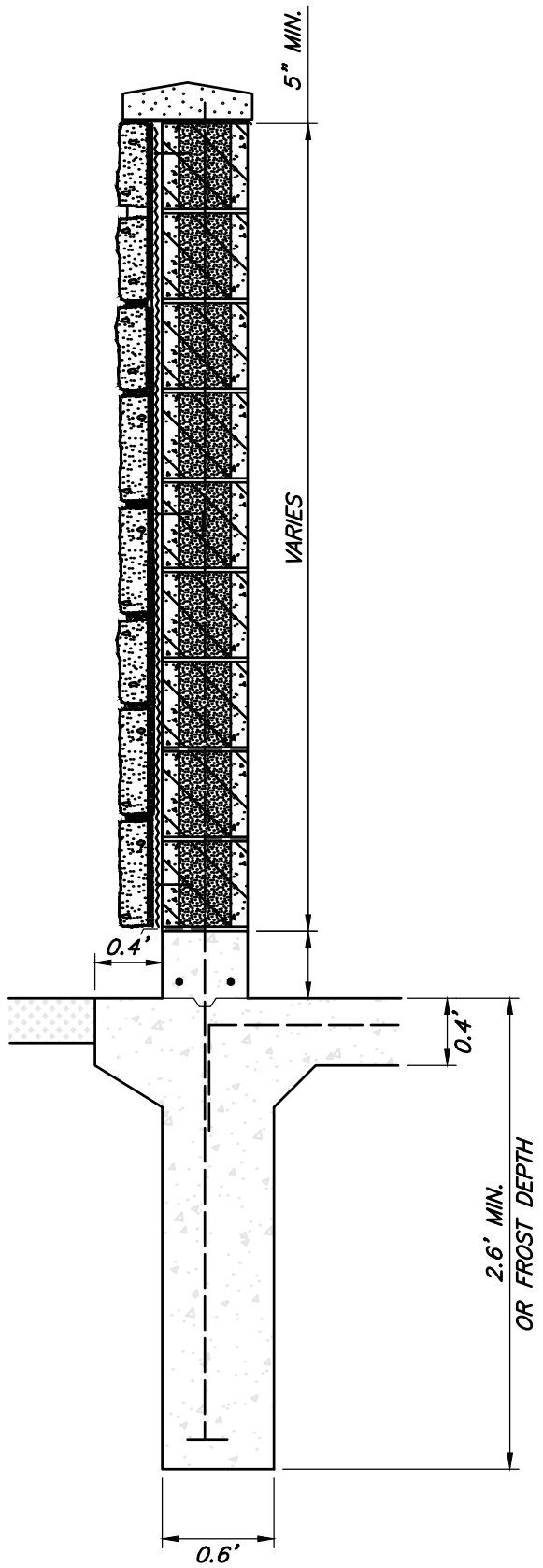
ISSUE DATE: 05/07/2021
PROJECT NUMBER: 21-178
DRAWN BY: DW
CHECKED BY: EM

SEAL
PROFESSIONAL ENGINEER
NO. 778441-2202
ERIC L. MAJUMDER
STATE OF UTAH

SHEET NAME
Site Paving & Utility Details

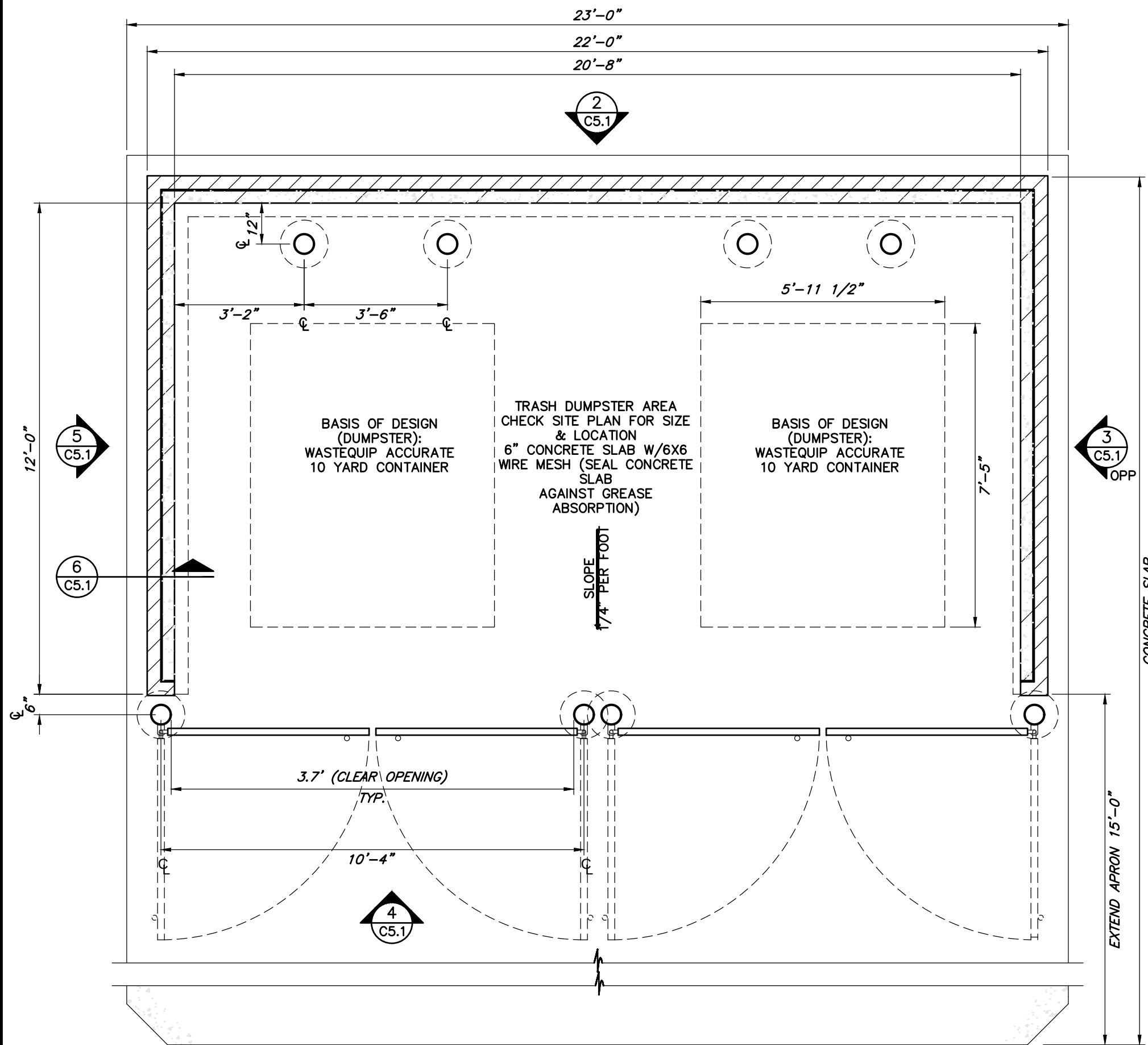
SHEET NUMBER

C4.4



6 WALL SECTION
SCALE: 3/4" = 1'-0"

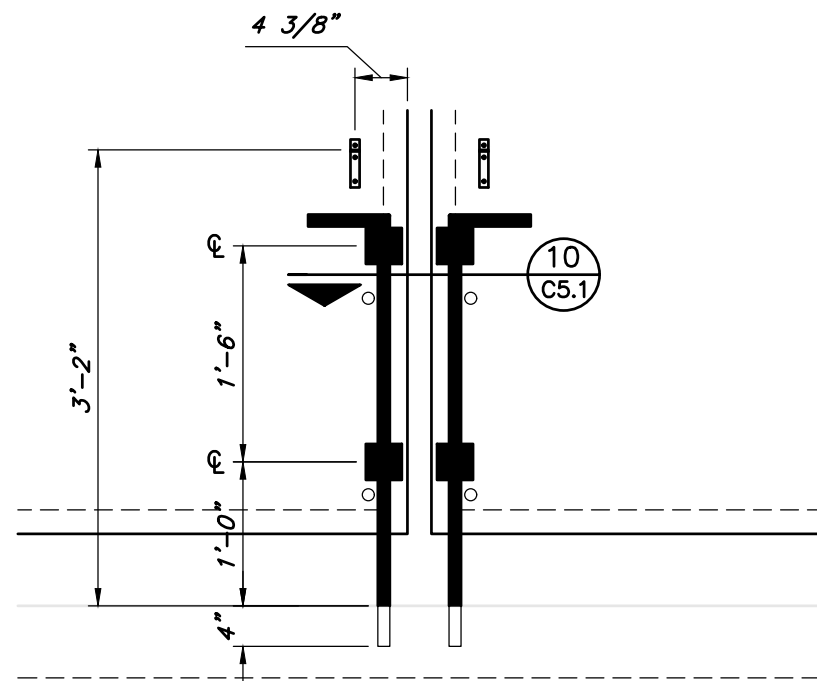
6A NOT USED



1 MASONRY TRASH ENCLOSURE
SCALE: 3/8" = 1'-0"

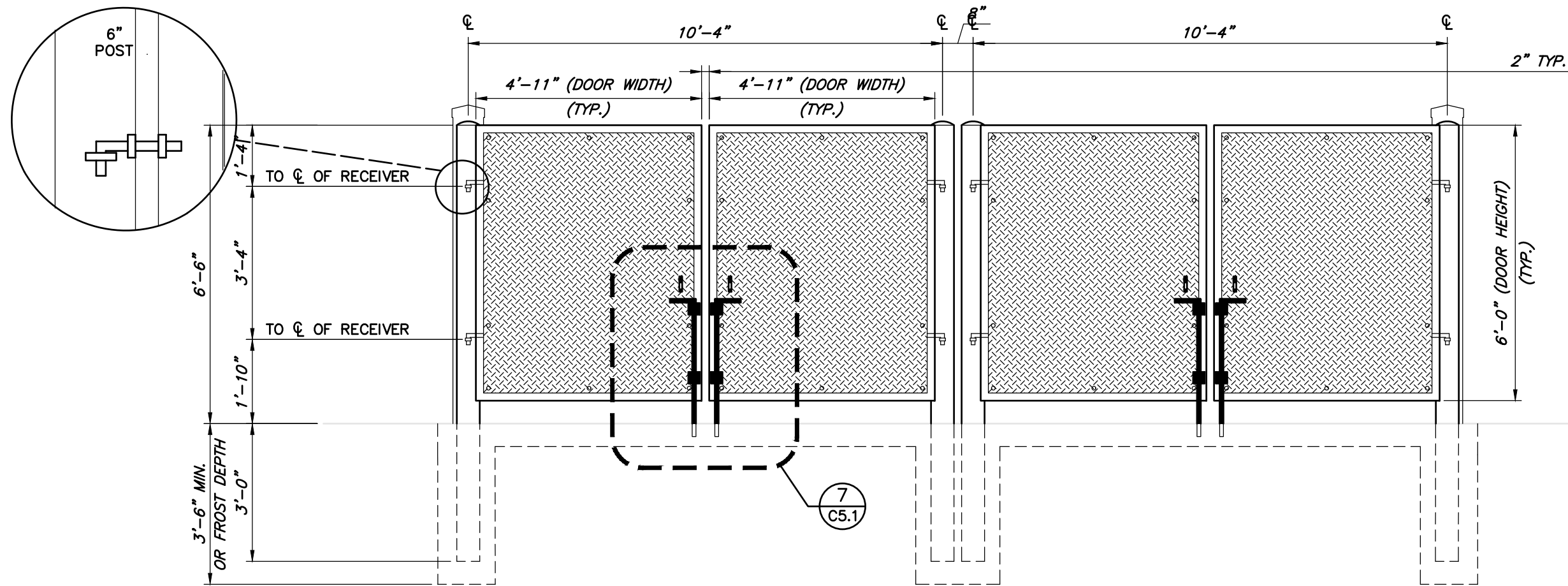
9 Not Used

Benchmark
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevations using GPS methods.
Elevation = 44865.18 feet
Observed 16 September, 2020



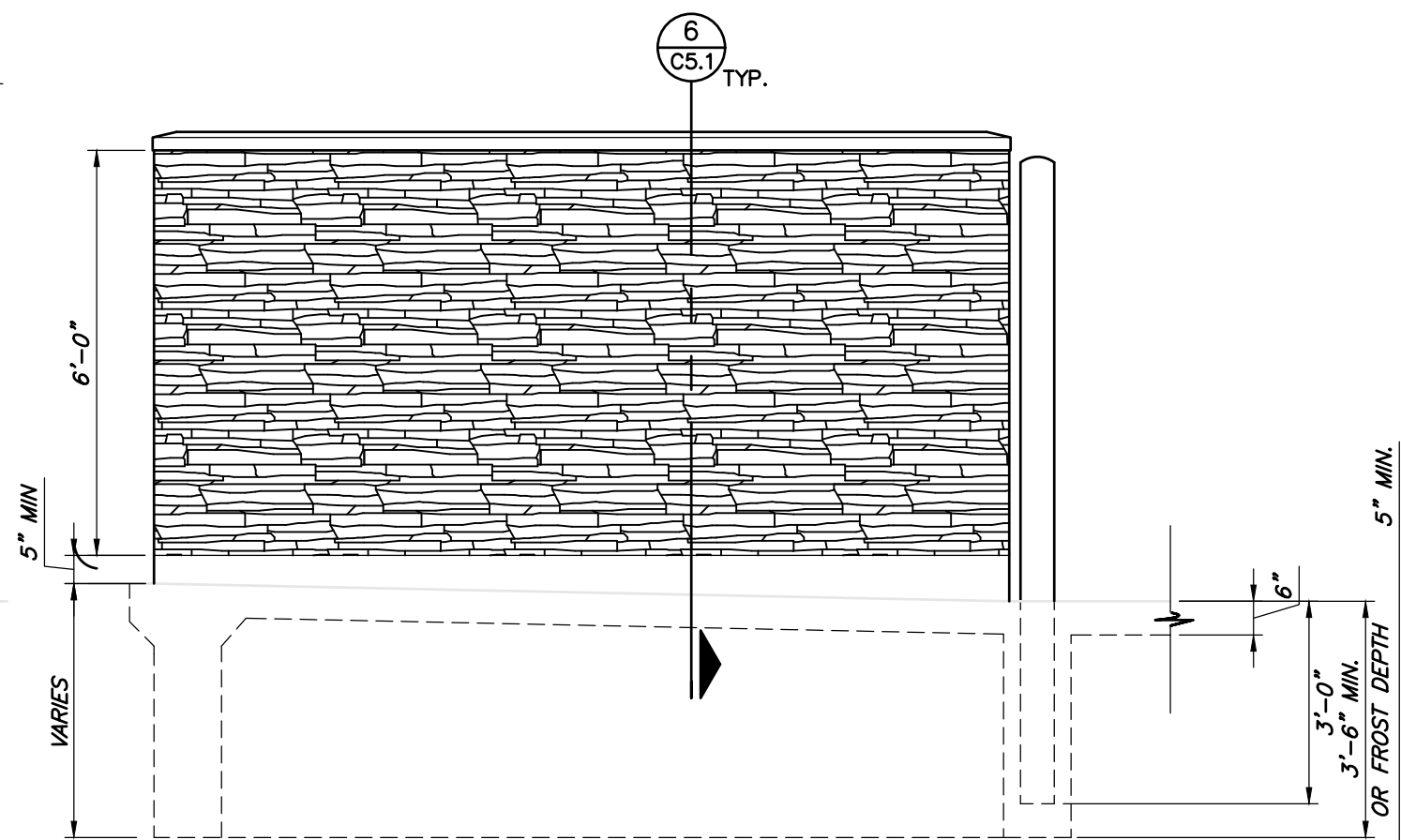
10 DROP PIN DETAIL
SCALE: 3/4" = 1'-0"

7 NOT USED

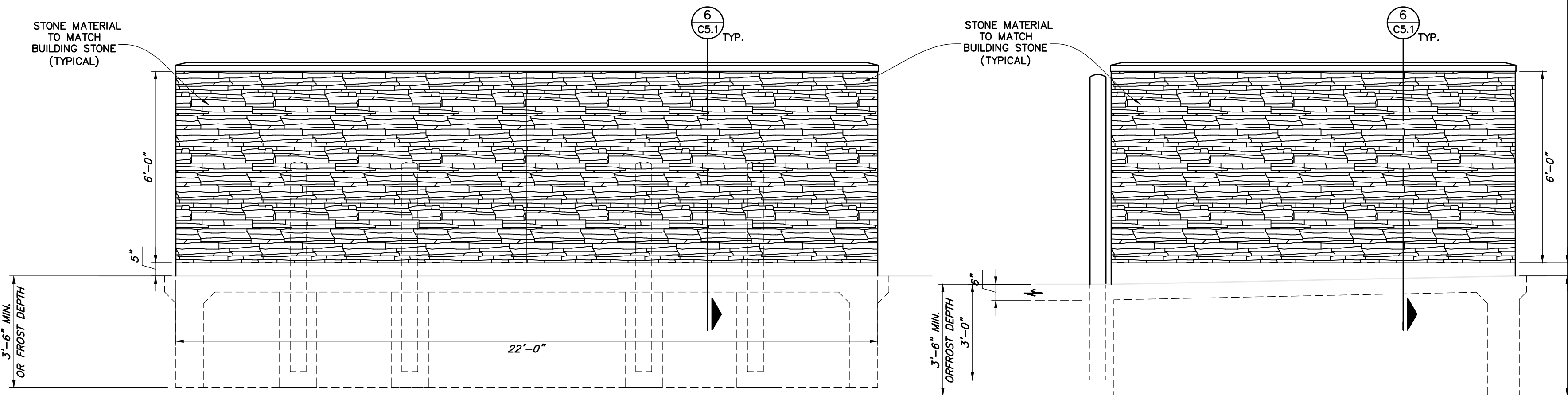


4 TRASH ENCLOSURE FRONT ELEVATION
SCALE: 3/8" = 1'-0"

8 NOT USED



5 TRASH ENCLOSURE SIDE ELEVATION
SCALE: 3/8" = 1'-0"



2 TRASH ENCLOSURE REAR ELEVATION
SCALE: 3/8" = 1'-0"

3 TRASH ENCLOSURE SIDE ELEVATION
SCALE: 3/8" = 1'-0"

OPTIONAL CONCRETE SLAB SPEC:
A. CONCRETE SEALER: "SCOFIELD" CEMENTONE CLEAR SEALER. APPLY PER MANUFACTURER'S RECOMMENDATIONS.
B. OPTIONAL: CONCRETE COLOR HARDENER: "SCOFIELD" LITHOCHROME, A33 "CLASSIC GREY" APPLY PER MANUFACTURER'S RECOMMENDATIONS.

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	
	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

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2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - awengineering.net

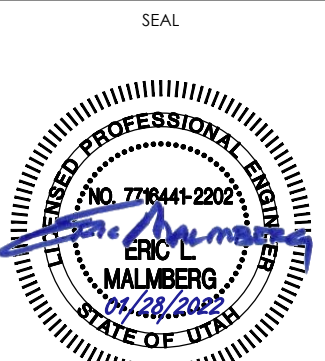
811
Know what's below.
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3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021
PROJECT NUMBER: 21-178
DRAWN BY: DW
CHECKED BY: EM



SHEET NAME
Trash Enclosure Details
SHEET NUMBER

C4.5

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-6529 — AW@engineering.net

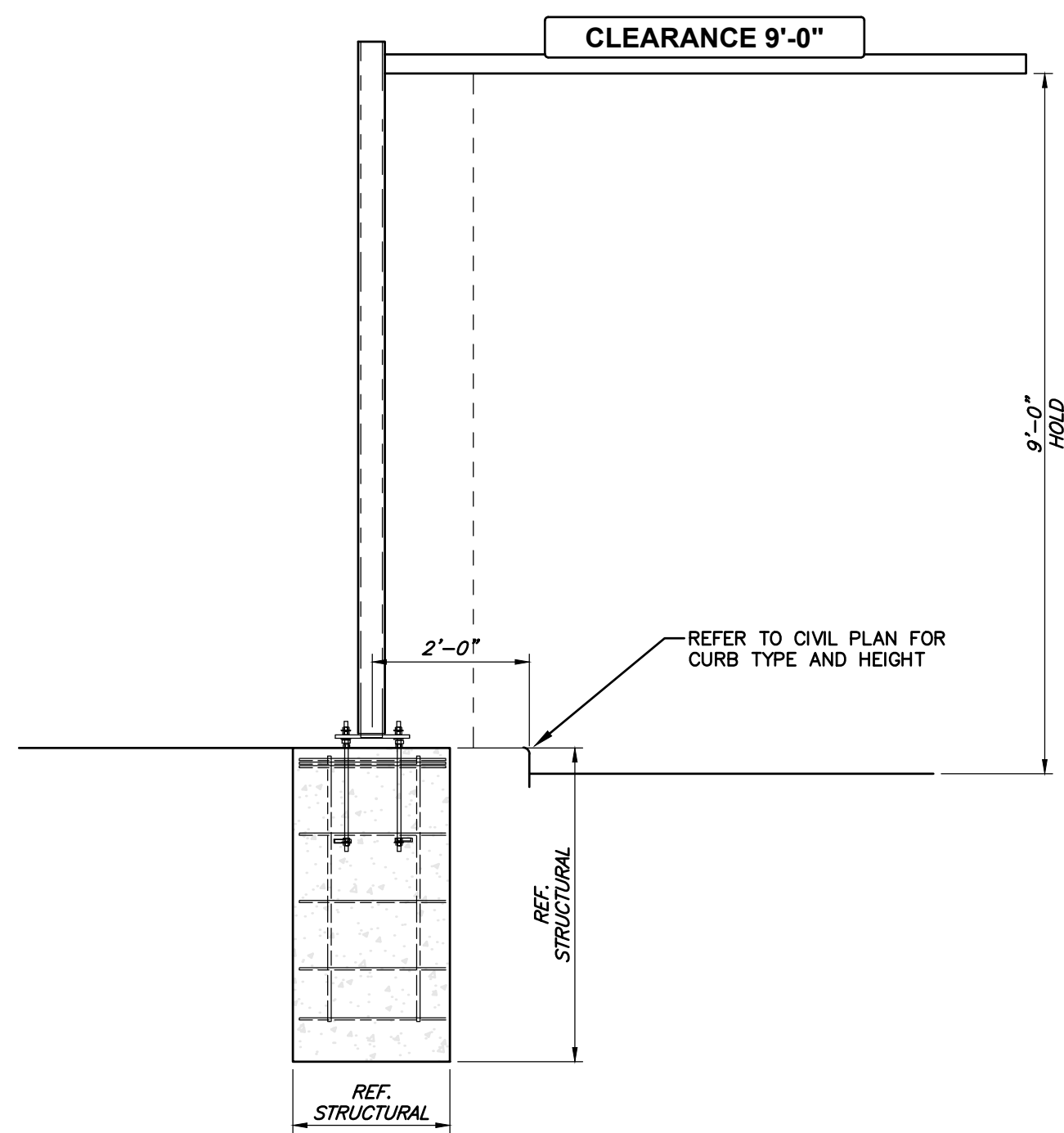
Wendy's®

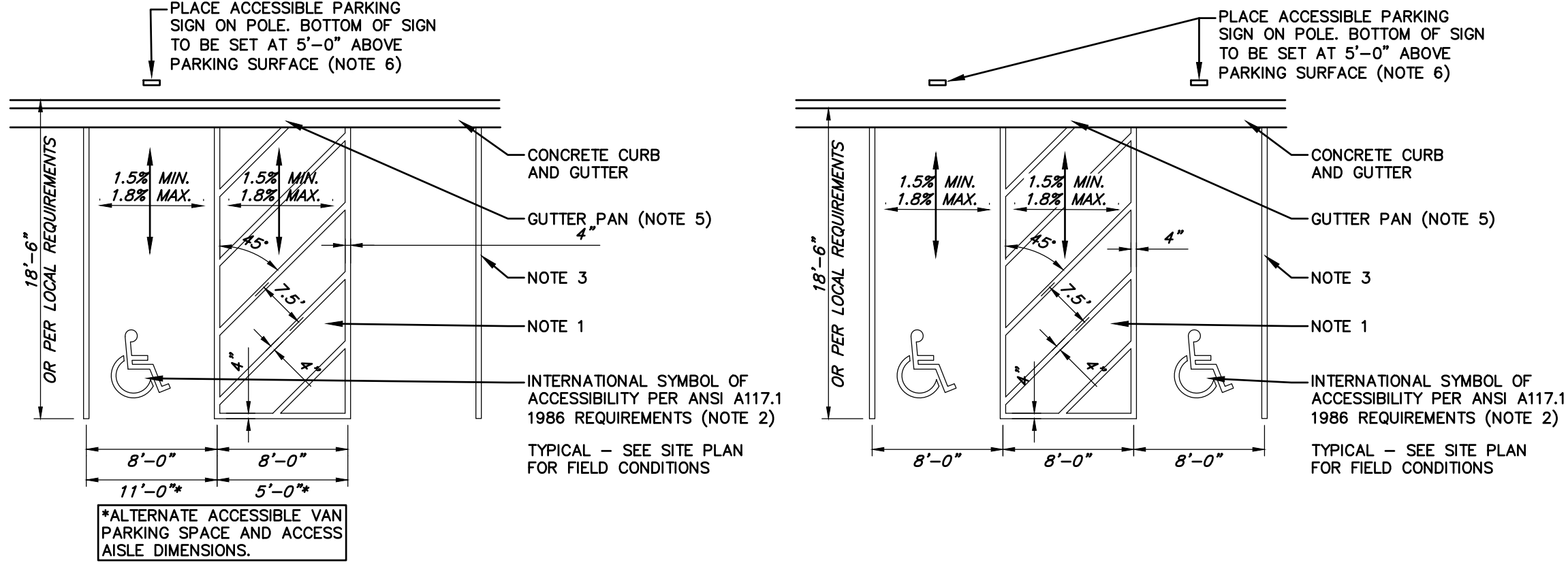
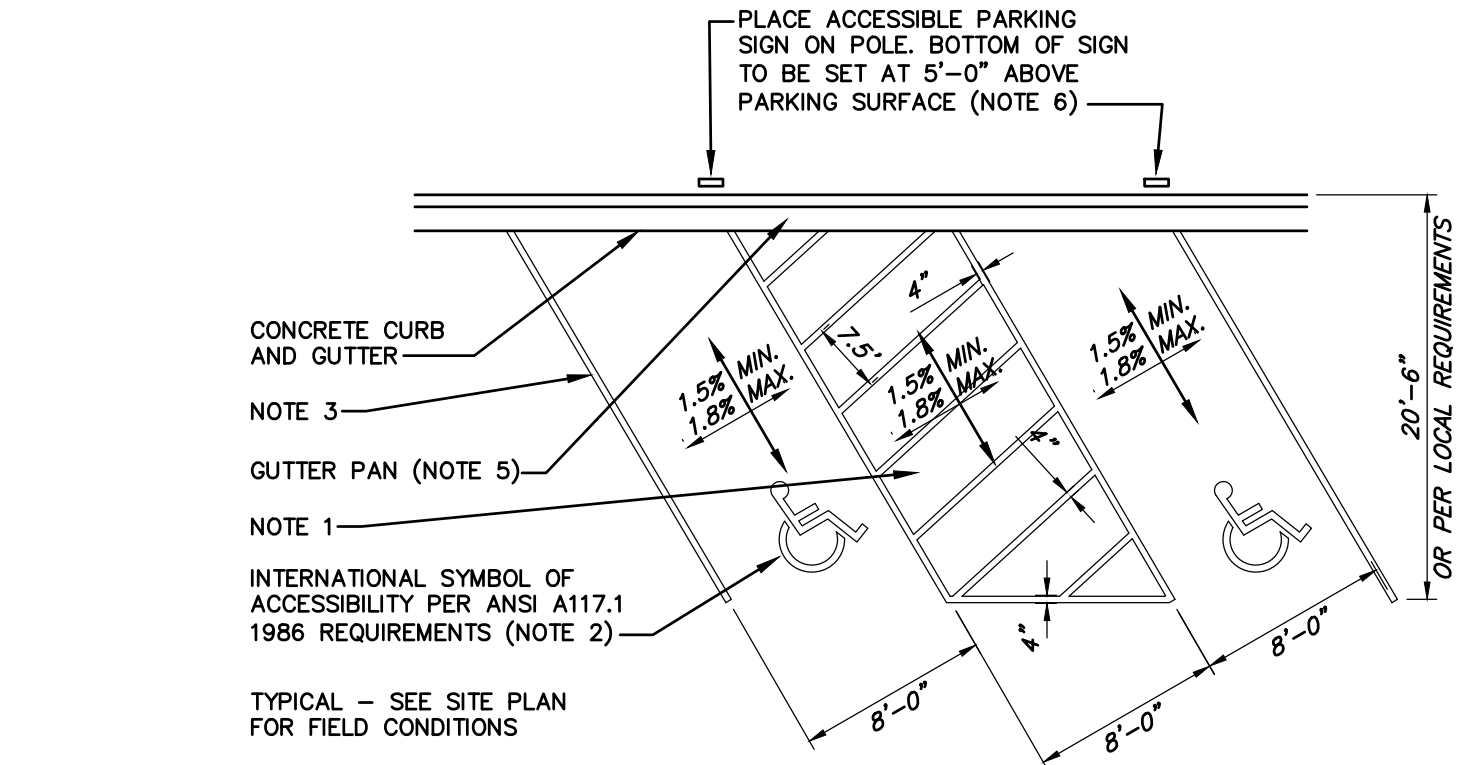
SEAL

NO. 778441-2202
ERIC
MALMBERG
STATE OF UTAH

DRIVE-THRU ORDER
STATION DETAILS

DRIVE-THRU ORDER
STATION DETAILS





ACCESSIBILITY NOTES:

NOTE 1 - LOCATE ACCESSIBLE PARKING SPACES AND/OR RAMP PER SITE PLAN

NOTE 2 - INTERNATIONAL SYMBOL WITHOUT BACKGROUND.

NOTE 3 - FOLLOW LOCAL CODES FOR PARKING STRIPE AND ACCESSIBLE SYMBOL PAINT COLOR PAINT IS TO BE APPLIED PER THE MANUFACTURER'S RECOMMENDATIONS, WITH MIN. OF ONE COAT.

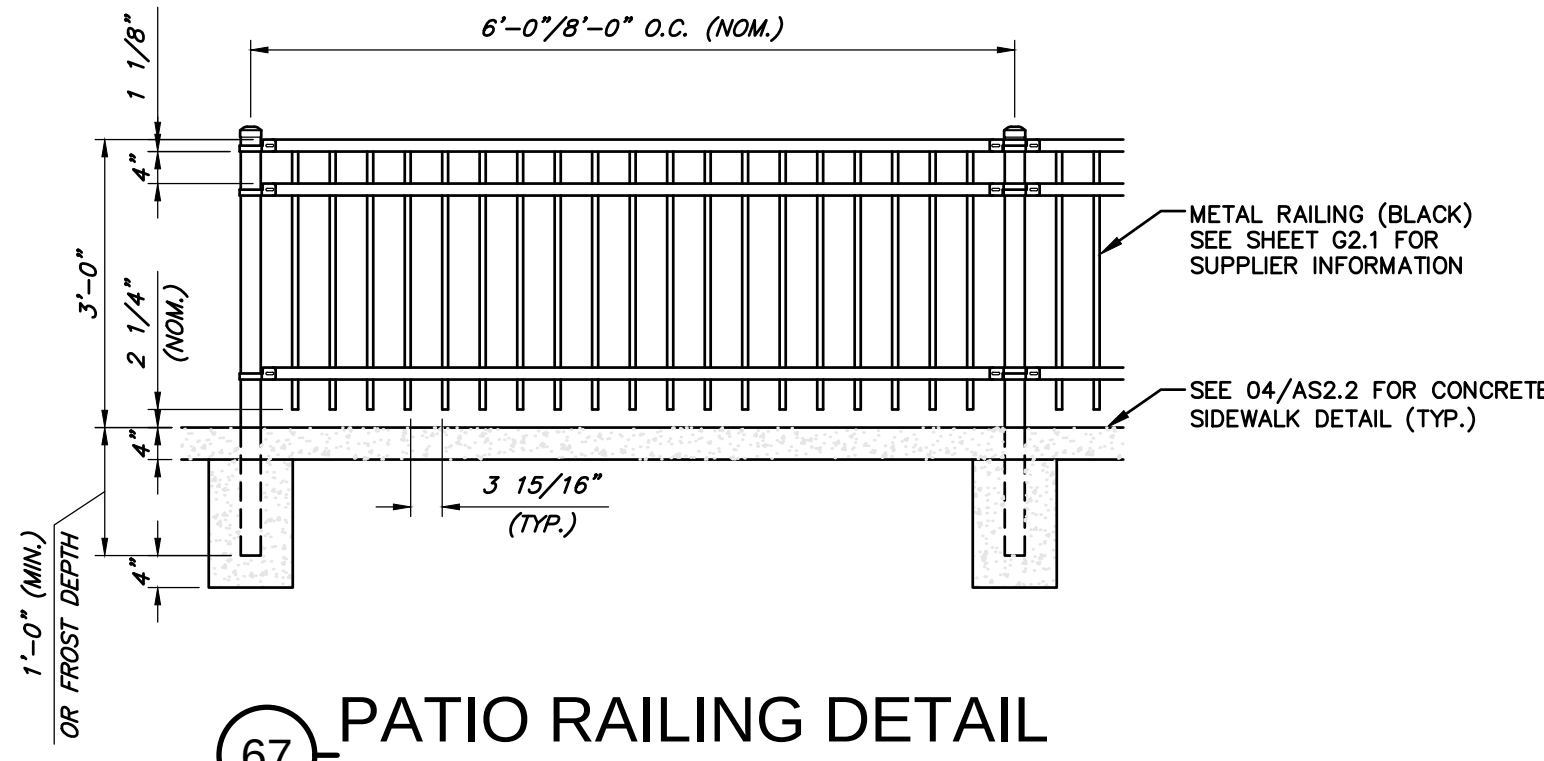
NOTE 4 - DETECTABLE WARNINGS ARE NOT REQUIRED ON PRIVATE PROPERTY.

NOTE 5 - FILL OR REPLACE GUTTER WITH CONCRETE FLUSH WITH PARKING ACCESS ISLE. TAPER FROM EDGE OF ACCESS ISLE TO EXISTING GUTTER WITH A MAXIMUM SLOPE OF 1.8%.

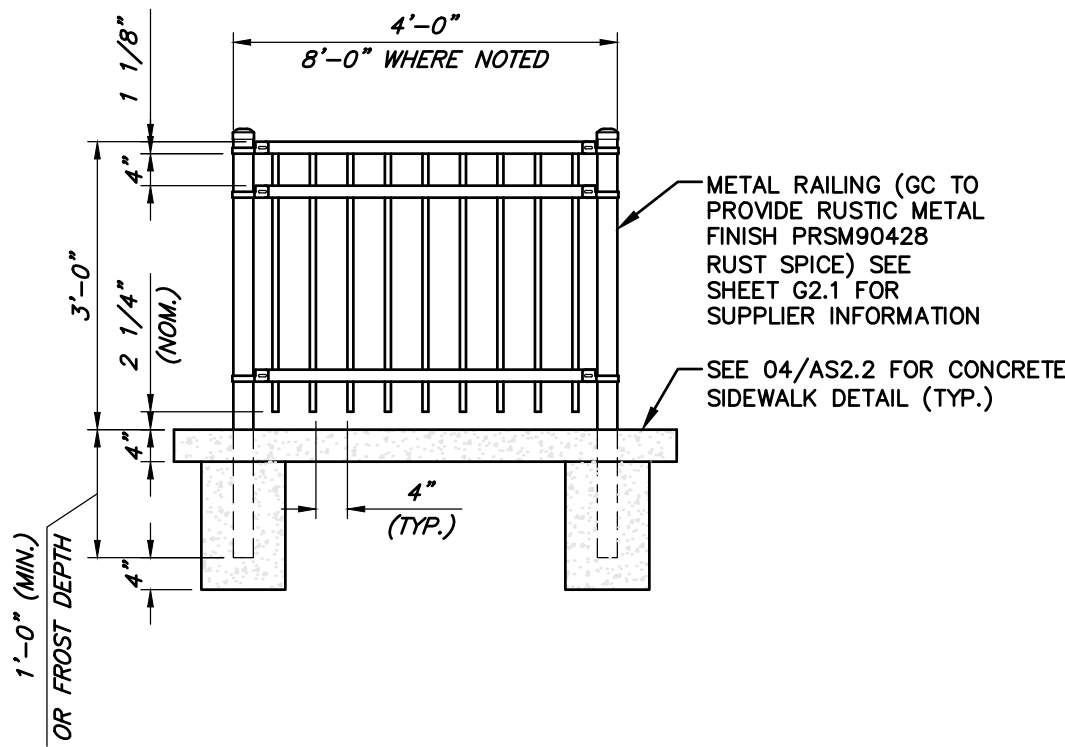
NOTE 6 - SIGNS MOUNTED TO BUILDING OR ON POSTS MAY BE UNIQUE TO THE JURISDICTION. IF MUNICIPALITY REQUIRES A SPECIAL SIGN, CONTRACTOR IS TO RE-CREATE SIGN ON SAME MATERIAL AS THE STANDARD SIGNAGE.

NOTE - PROVIDE JOINTS IN CURB AND GUTTERS NOT LESS THAN EVERY 4'-0" AND NOT MORE THAN EVERY 8'-0".

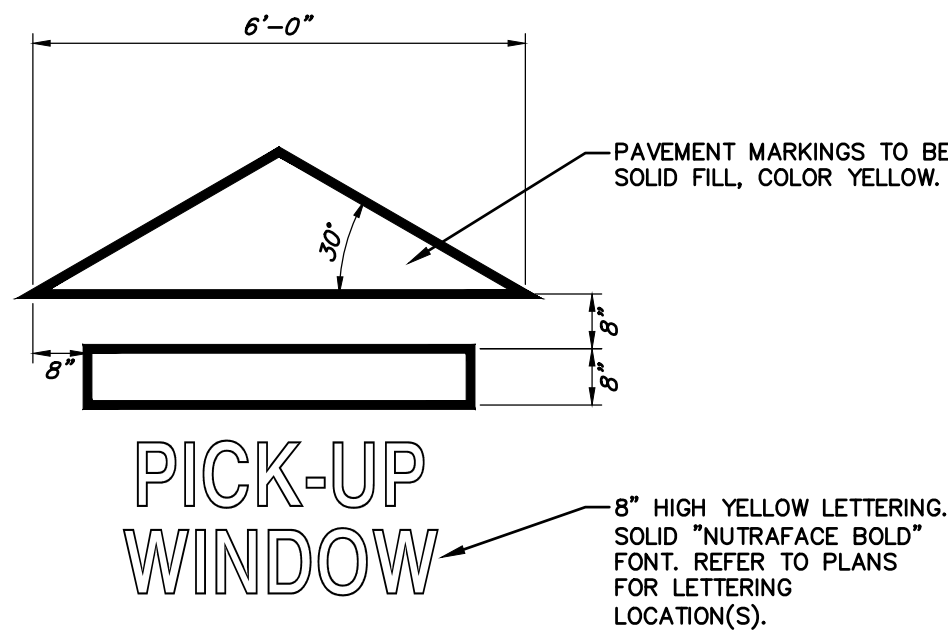
69 STANDARD BARRIER FREE PARKING SPACE DETAIL
NO SCALE



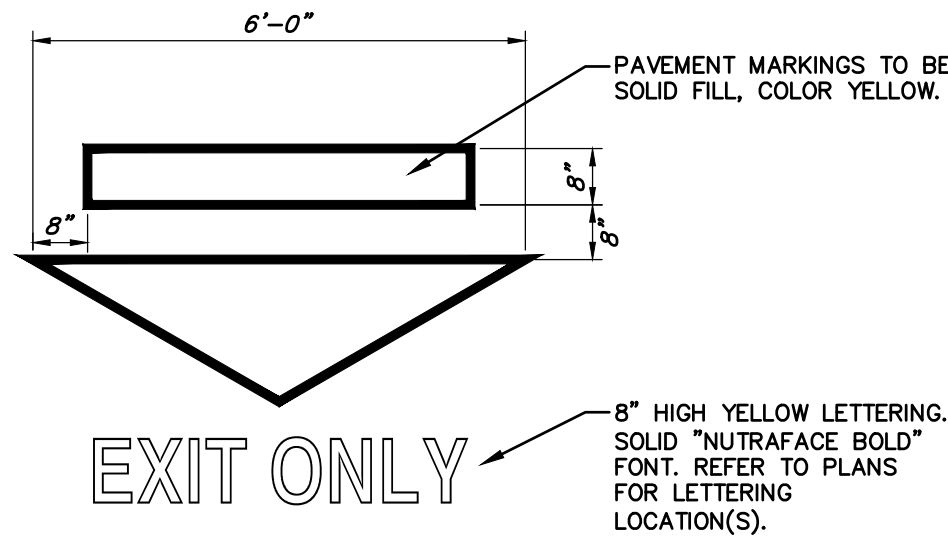
67 PATIO RAILING DETAIL
NO SCALE



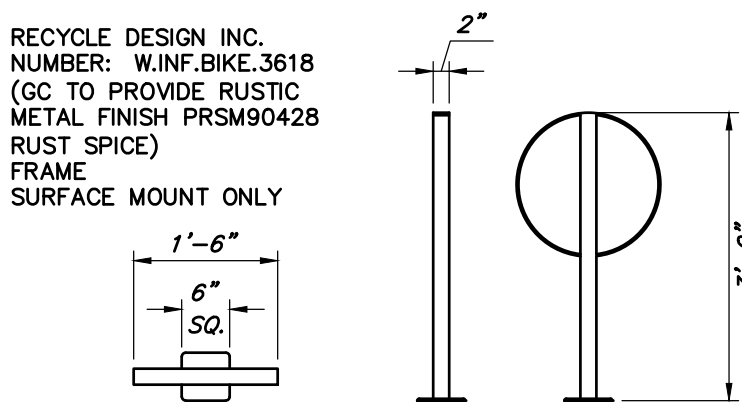
66 SAFETY RAILING DETAIL
NO SCALE



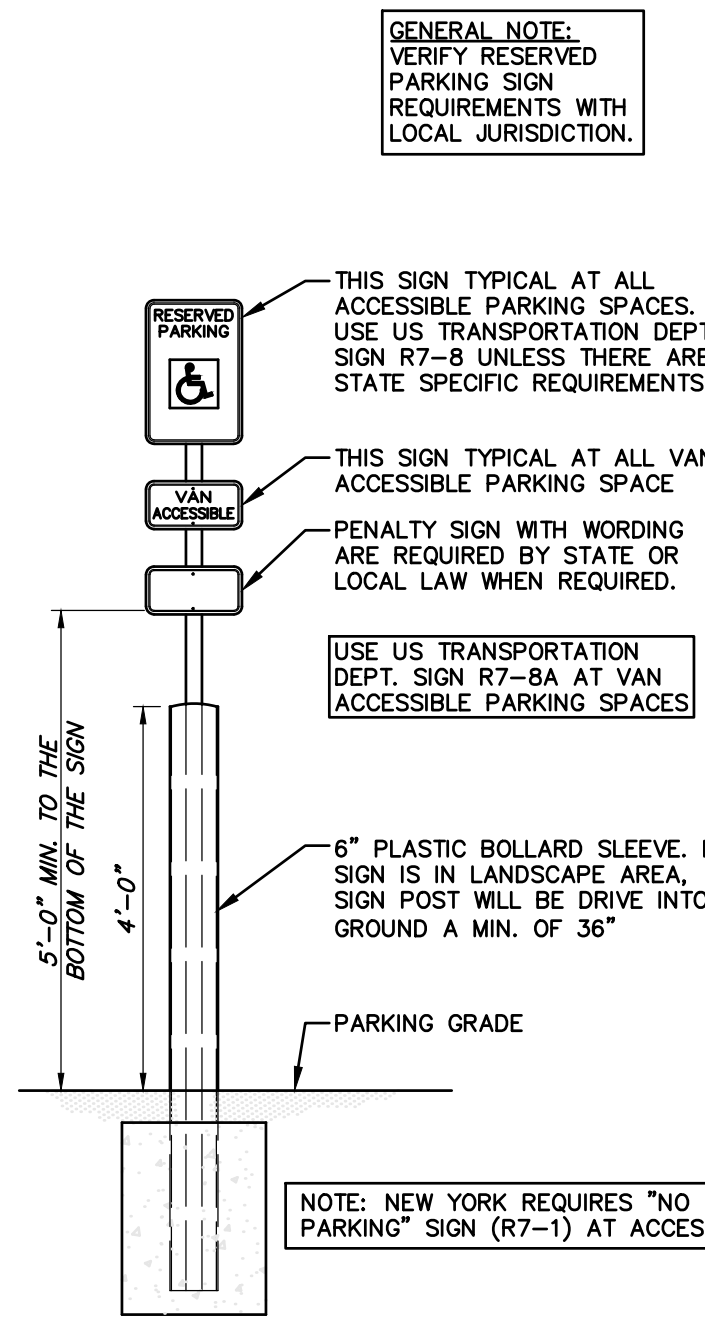
65 PAVEMENT MARKING DETAIL
NO SCALE



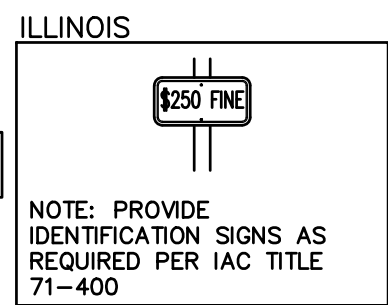
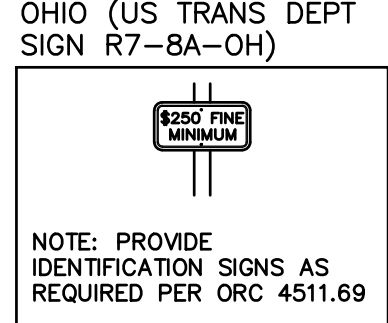
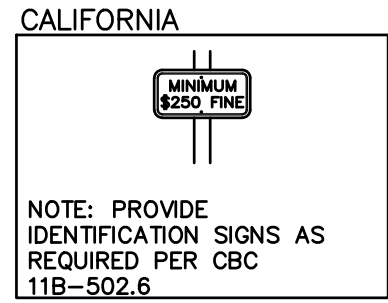
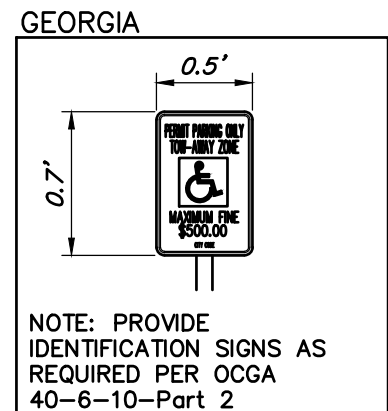
64 PAVEMENT MARKING DETAIL
NO SCALE



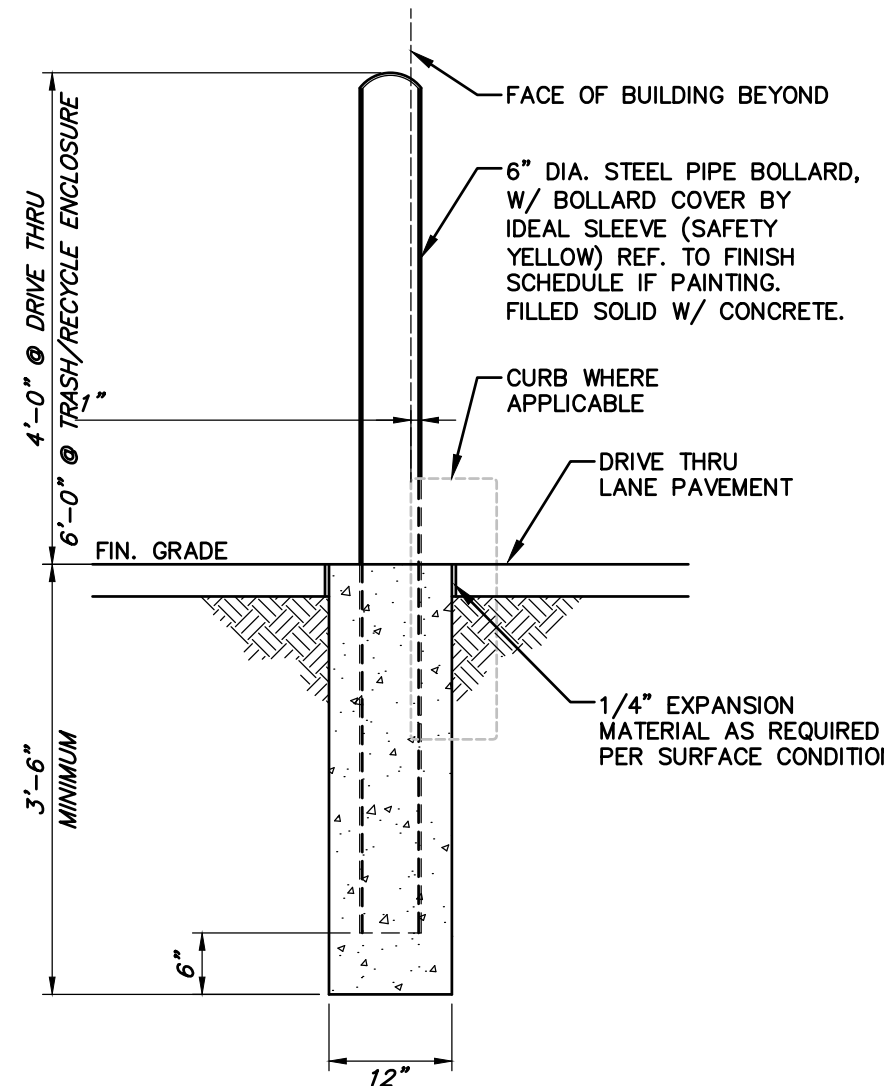
63 BIKE RACK DETAIL
NO SCALE



62 VAN ACCESSIBLE BARRIER FREE PARKING SIGN
NO SCALE



60 NOT USED
NO SCALE



59 BOLLARD DETAIL
NO SCALE

58 NOT USED
NO SCALE

Benchmark
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevations using GPS methods.
Elevation = 44865.18 feet
Observed 16 September, 2020

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - awengineering.net



PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL

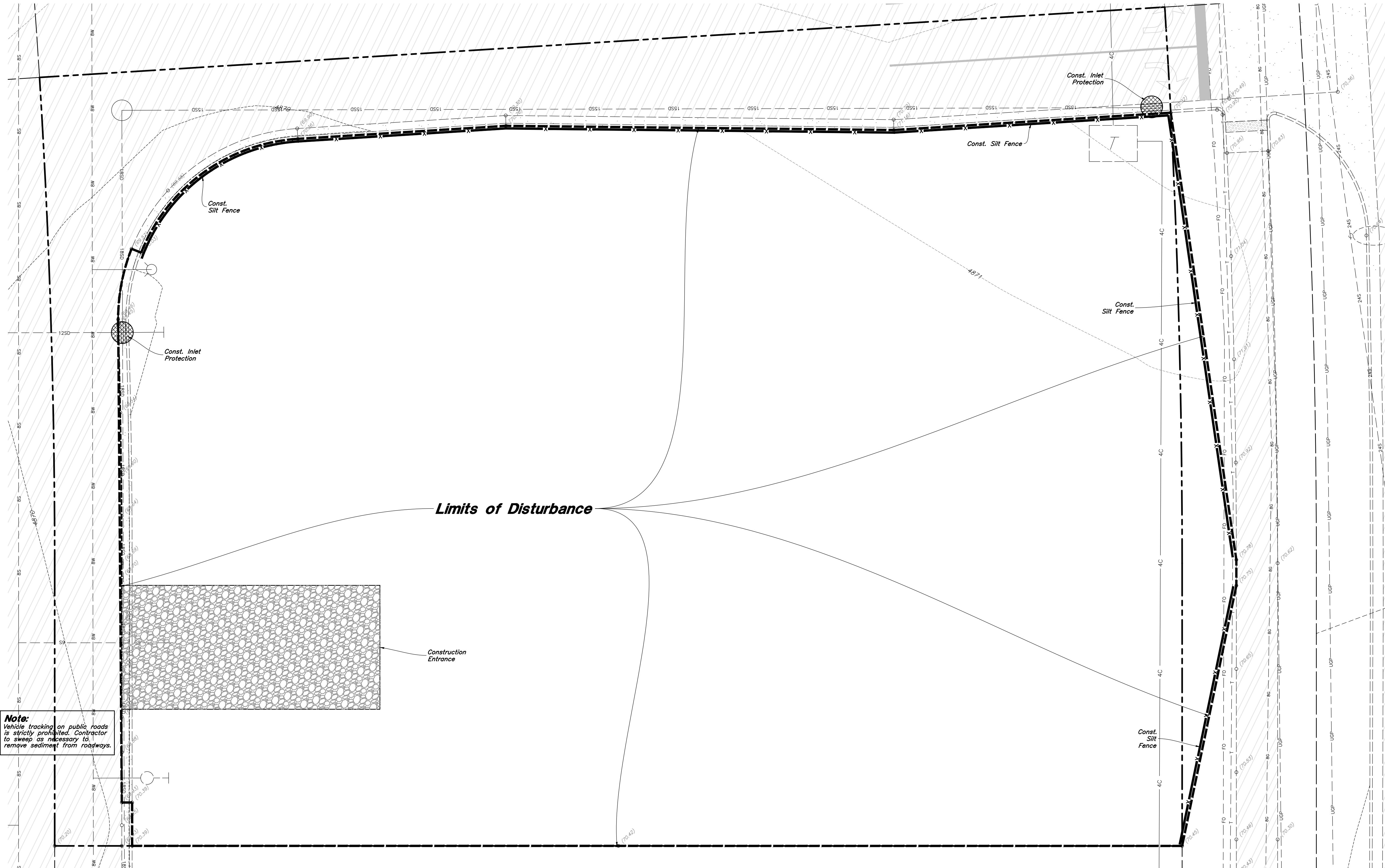


Miscellaneous Site Details

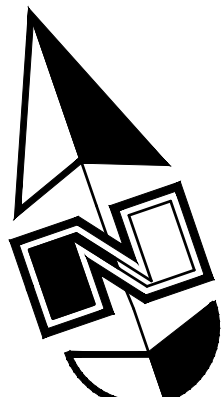
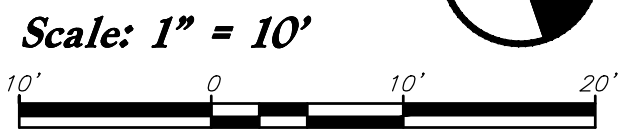
SHEET NUMBER

C4.7

W:\21-178 Wendy's Eagle Mountain\dwgs\21-178EC.dwg, 1/27/2022 4:36:15 PM, 1-1, DLW



Note:
Vehicle tracking on public roads is strictly prohibited. Contractor to sweep as necessary to remove sediment from roadways.



Legend

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

Silt Fence

Limit of Disturbance

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

Concrete Washout Area

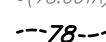
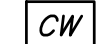
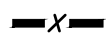
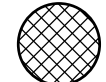
Portable Toilet

Gravel Sock

Existing Contour

Existing Spot

Proposed Contour



Erosion Control Notes

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

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Elevation = 4565.18 feet
Observed 16 September, 2020

SITE NUMBER:	0000
BASE MODEL:	CIVIL/SITI
ASSET TYPE:	
CLASSIFICATION:	NEV
OWNER:	
BASE VERSION:	202
UPGRADE CLASSIFICATION:	

NEW BUIL

PROJECT YEAR: 202

FURNITURE PACKAGE:

DRAWING RELEASE:



811

Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV. DATE DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

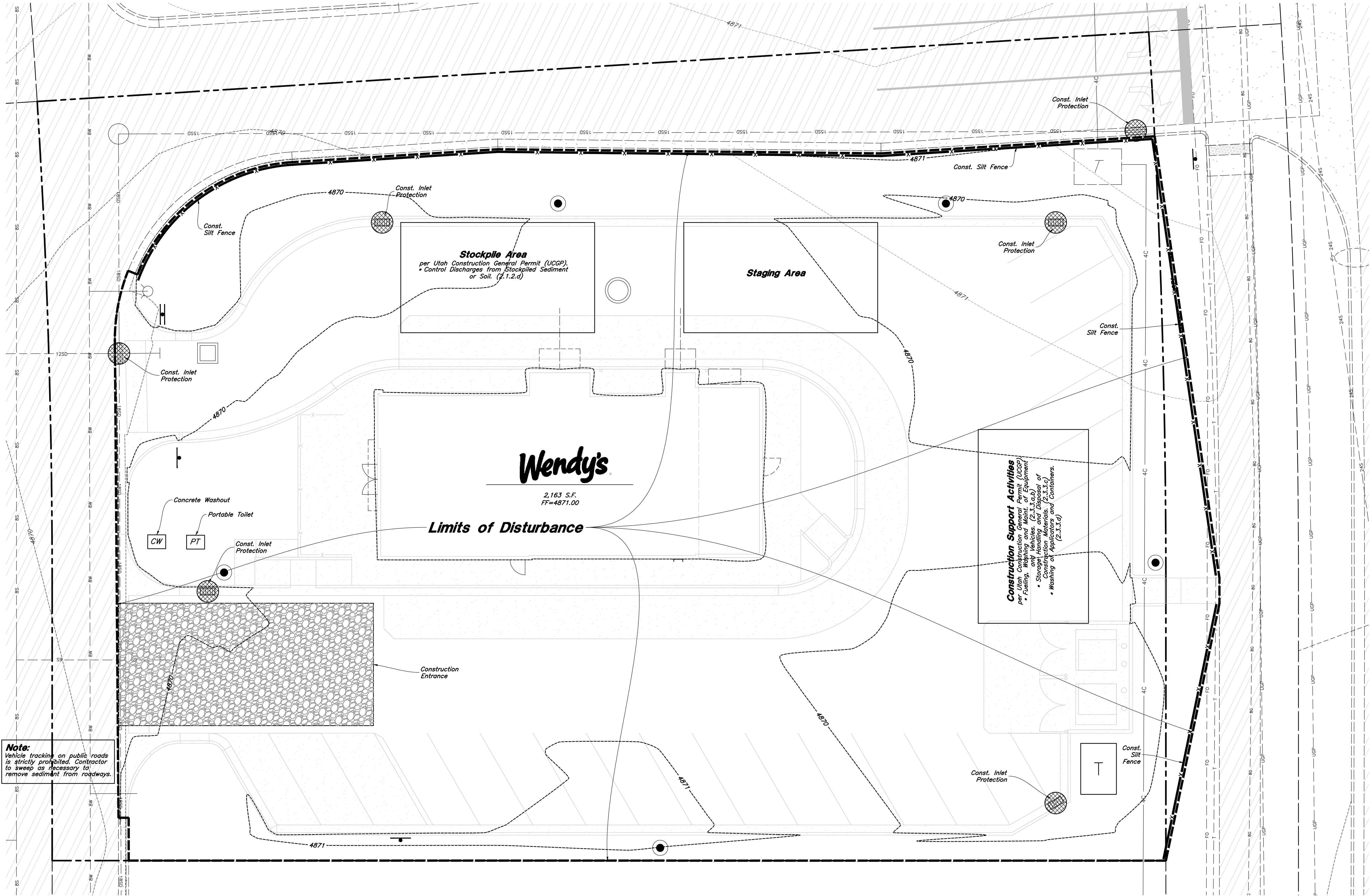
SEAL



**Erosion Control
Plan - Phase 1**

SHEET NUMBER

C5.1



Note:
Vehicle tracking on public roads is strictly prohibited. Contractor to sweep as necessary to remove sediment from roadways.

Legend

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

Silt Fence

Limit of Disturbance

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

Concrete Washout Area

Portable Toilet

Gravel Sock

Existing Contour

Existing Spot

Proposed Contour

Erosion Control Notes

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- Divert storm water runoff around disturbed soils with berms or dirt swales.
- Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
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Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SL&M
Elevation = 4865.18 feet
Observed 16 September, 2020

SITE NUMBER:	0000
BASE MODEL:	CIVIL/SITI
ASSET TYPE:	
CLASSIFICATION:	NEV
OWNER:	
BASE VERSION:	202
UPGRADE CLASSIFICATION:	NEW BUILT
PROJECT YEAR:	202
FURNITURE PACKAGE:	
DRAWING RELEASE:	



PROJECT TYPE: CIVIL/SITE



REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL



Erosion Control Plan - Phase 2

SHEET NUMBER

C5.2

W:\21-178 Wendy's Eagle Mountain\dwgs\21-178EC.dwg, 1/27/2022 4:35:45 PM, 1-1, DWG

SITE NUMBER:	0000
BASE MODEL:	CIVIL/SITI
ASSET TYPE:	
CLASSIFICATION:	NEV
OWNER:	
BASE VERSION:	202
UPGRADE CLASSIFICATION:	NEW BUILT
PROJECT YEAR:	202
FURNITURE PACKAGE:	
DRAWING RELEASE:	

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-5529 — AWEngineering.net



PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021

PROJECT NUMBER: 21-178

DRAWN BY: DW

CHECKED BY: EM

SEAL



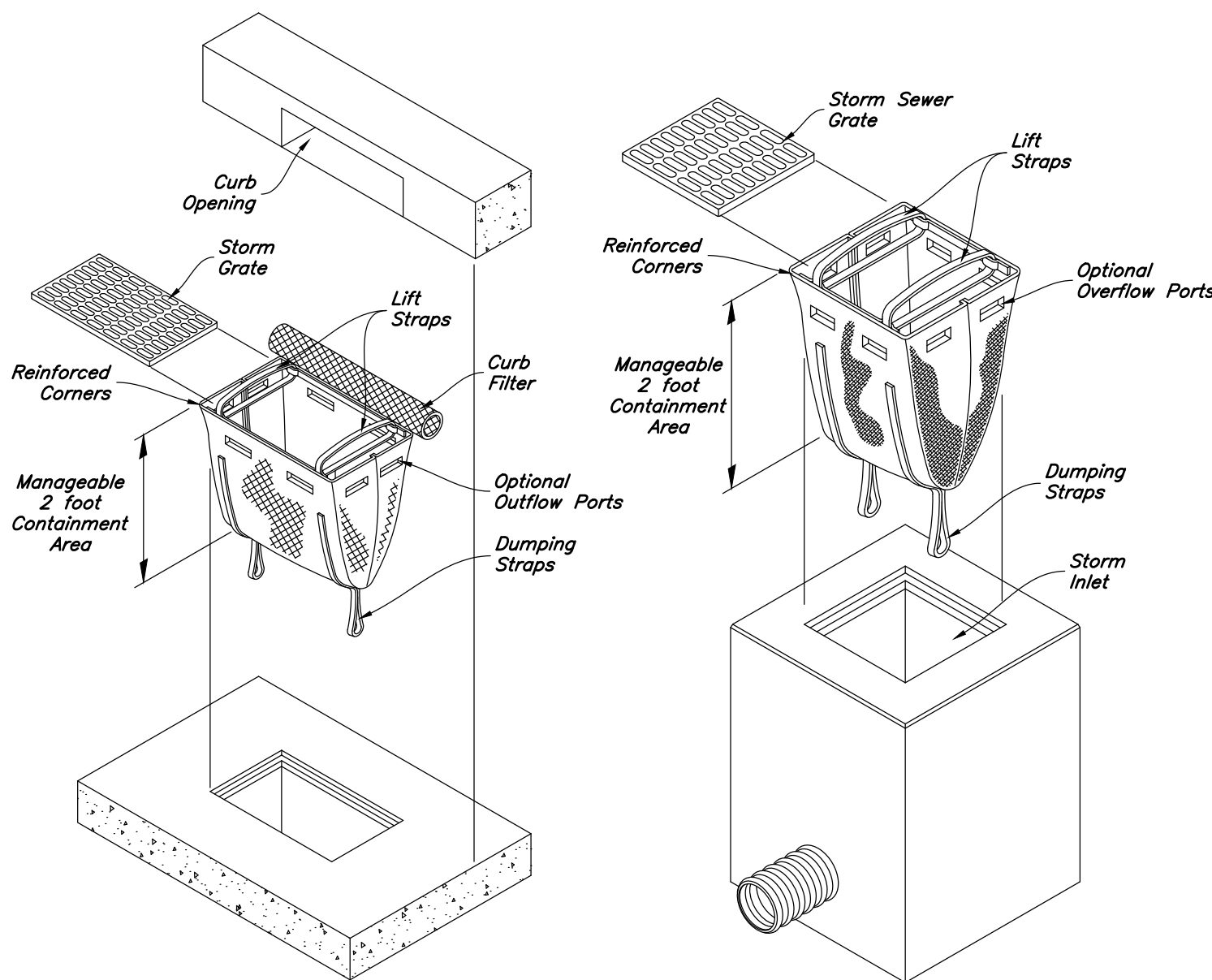
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**Erosion Control
Details**

SHEET NUMBER

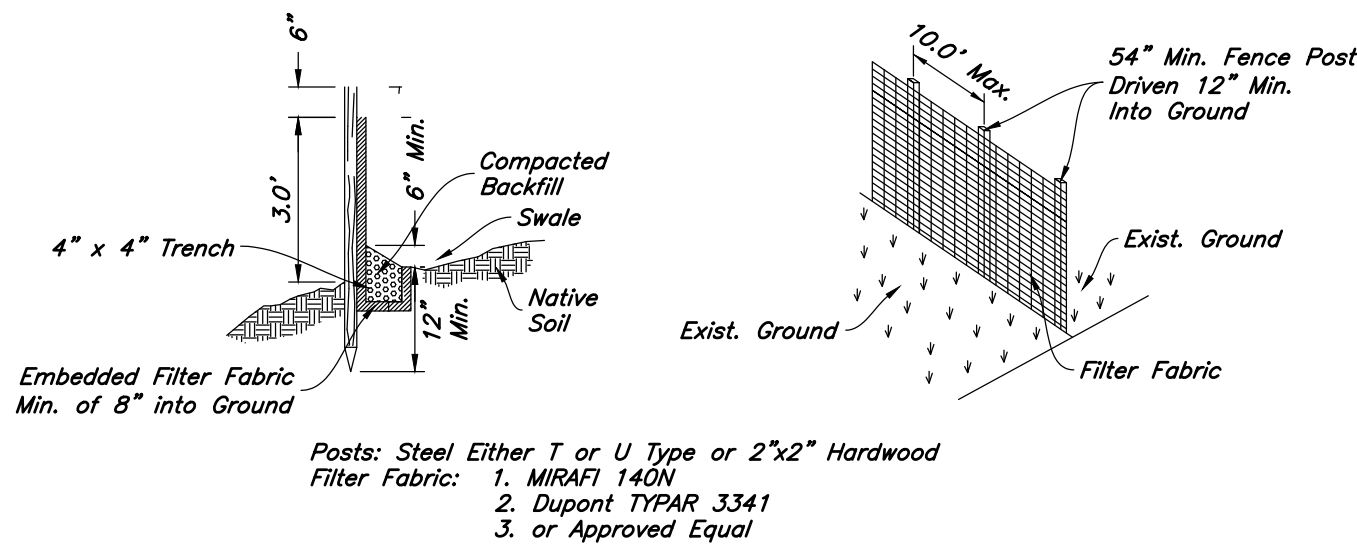
C5.3

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Elevation = 4865.18 feet
Observed 16 September, 2020



4 Dandy Sack Inlet Protection
Not to Scale

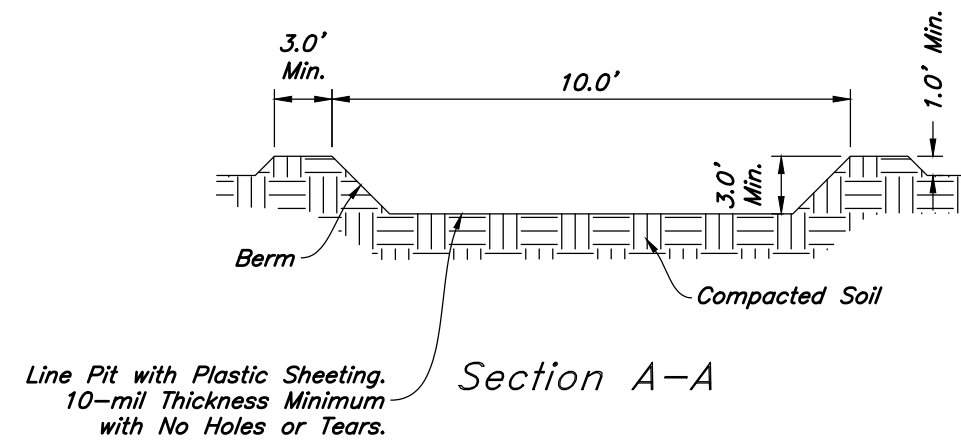


Posts: Steel Either T or U Type or 2"x2" Hardwood
Filter Fabric:
1. MIRAFL 140N
2. Dupont TYFAR 3341
3. or Approved Equal

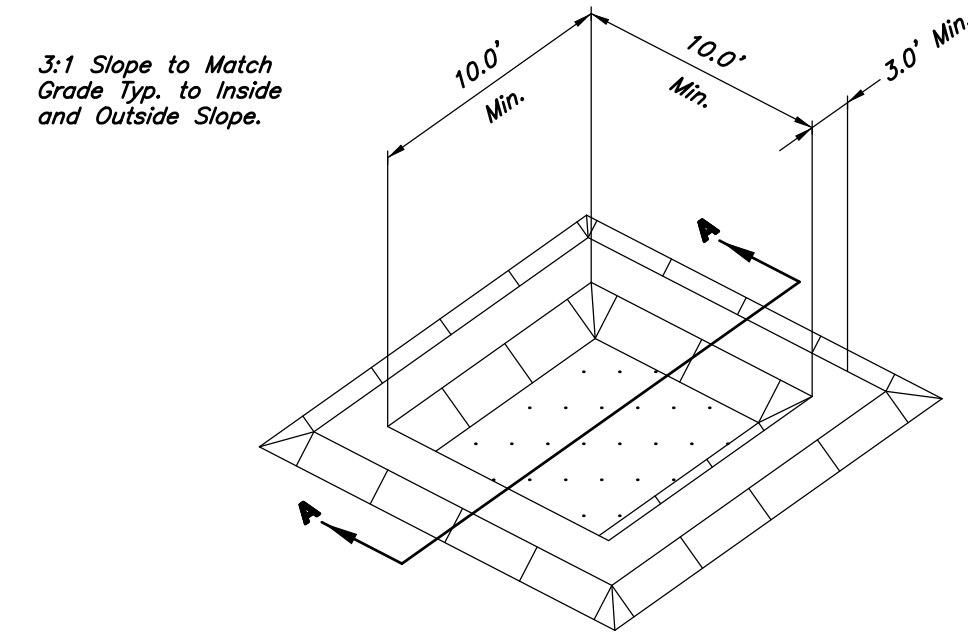
Notes:

1. Filter cloth to be fastened securely to fence posts with wire ties or staples.
2. When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
3. Collected material shall be removed when "bulges" develop in the silt fence.

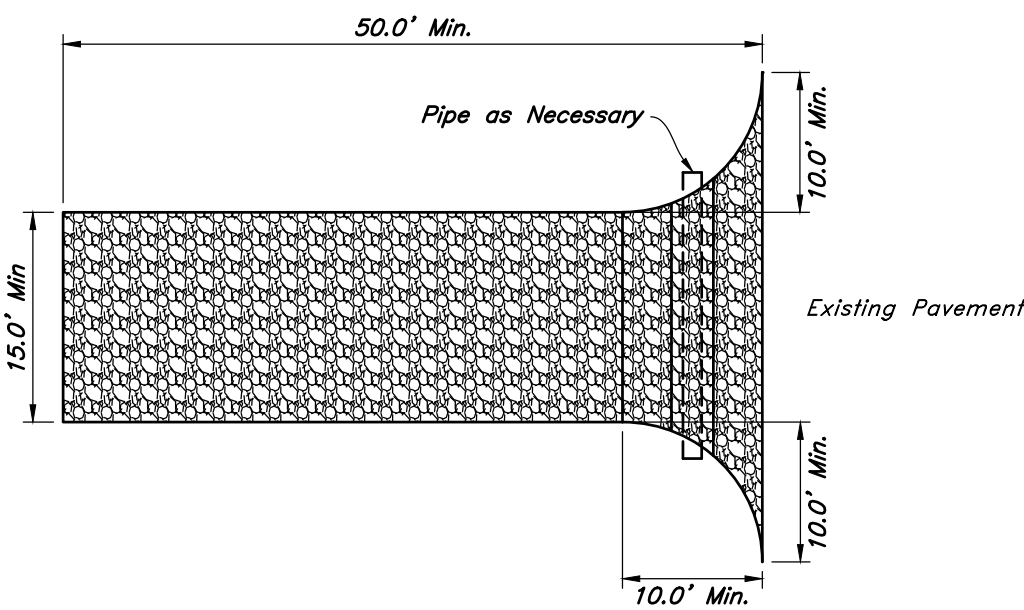
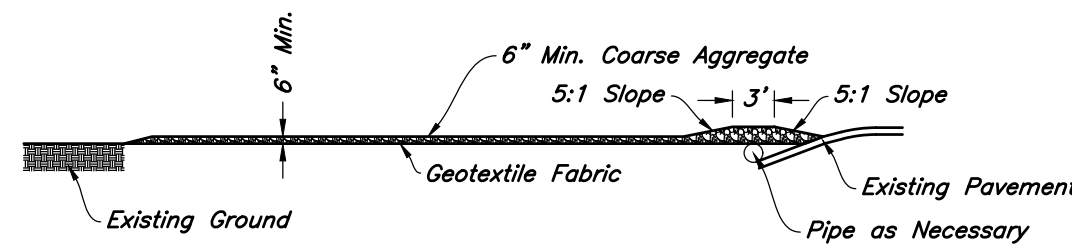
2 Silt Fence Section
Not to Scale



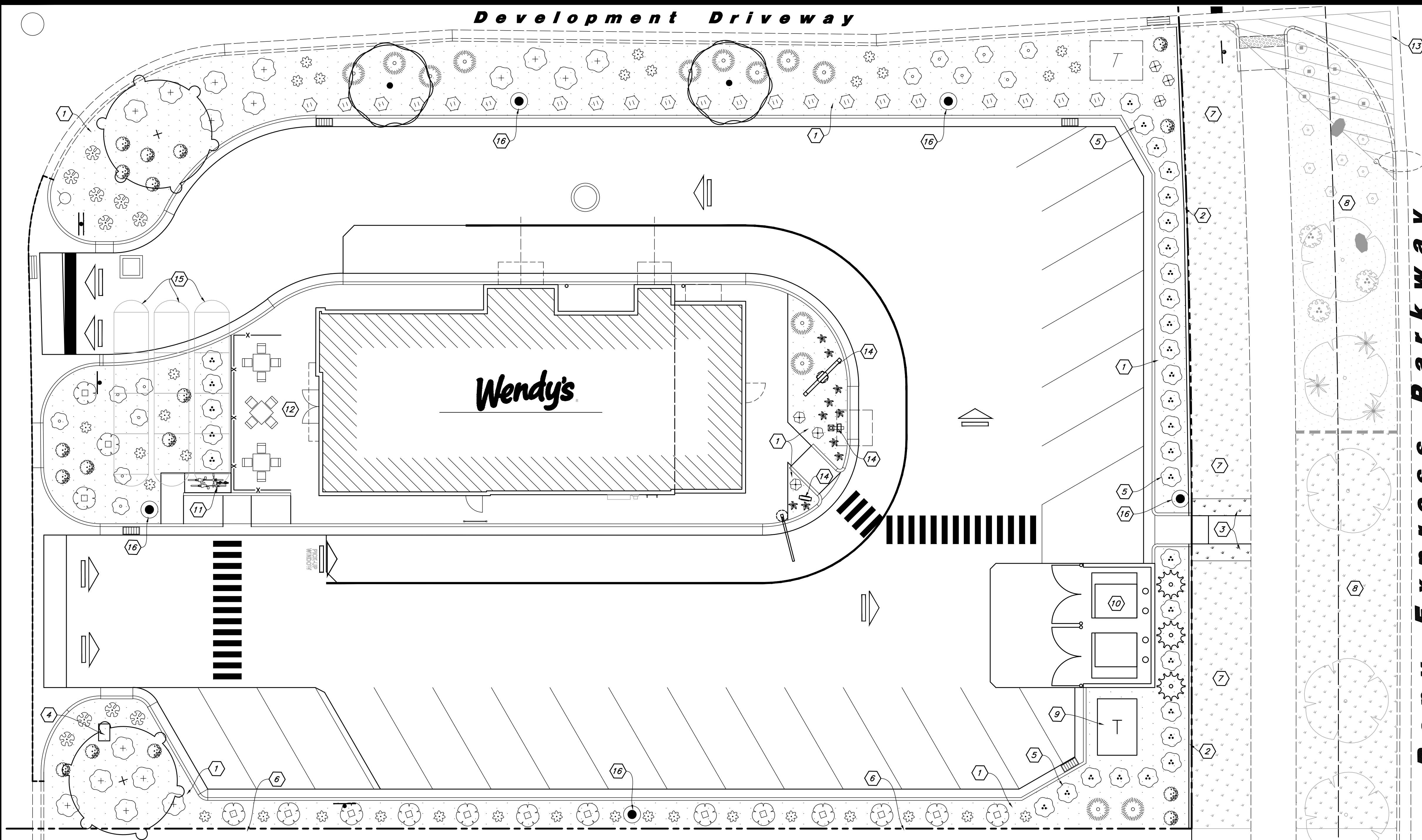
Line Pit with Plastic Sheeting,
10-mil Thickness Minimum
with No Holes or Tears.



3 Concrete Washout
Not to Scale



1 Stabilized Construction Entrance
Not to Scale



Landscape Data

Site Area = 34,020 s.f. (0.781 ac.)

Landscape Area Provided = 6,770 s.f. (20%)

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

Xeriscaping = 6,770 s.f. (100%)

Street Trees Along Pony Express Parkway are Existing

50% of Landscape Area Shall be Live Vegetation

Landscape Notes:

1. See Sheet L3.1 for Planting Details.

2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Details. Point Source Drip Shall be Used to Irrigate New Shrubs and Sprayheads for Lawn Areas.

3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.

Landscape Maintenance:

1. All Landscape within the Property Line Shall be Installed and Maintained by the Owner. The Landscape in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.

- Landscape Keynotes**
- 1 Install Shrub Planter with Decorative Stone
 - 2 Install Landscape Concrete Curbing
 - 3 Install New Lawn up Against New Sidewalk; Blend New into Existing
 - 4 Existing Irrigation Backflow Preventer - See Irrigation Plan for More Detail; Adjust Plant Material for Exact Location; Center Backflow Between Plant Material
 - 5 Planting Screen to Screen Headlights From Leaving the Site
 - 6 Undeveloped Lot; Provide Nice Clean Edge Between New and Undeveloped; Remove Construction Debris
 - 7 New Lawn Shall be Installed by the Master Developer; Landscape was Approved with the Overall Offsite Landscape Plan; Lawn to Remain and be Protected; Patchup Lawn Against New Curb
 - 8 Park Strip with Lawn, Street Trees and Shrubs Shall be Installed by the Master Developer; Landscape was Approved with the Overall Offsite Landscape Plan; Landscape Shall Remain and be Protected
 - 9 Elect. Transformer - See Site Elect. Plans
 - 10 Dumpster Enclosure with Plant Screening
 - 11 Bike Rack - See Civil Plans
 - 12 Outdoor Eating Area with Plant Screening
 - 13 Slight Triangle
 - 14 Menu and Ordering Boards - Adjust Plant Material as Needed to Preserve Views to Signage
 - 15 Underground Storm Chamber System; Area Shall be Clear of Trees
 - 16 New Light Pole; Adjust Plant Material as Needed to Provide Equal Plant Spacing Around Pole

General Landscape Notes:

- Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.
- Contractor shall call Blue Stake before excavation for plant material.
- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurseryman, Inc. In addition, all new plant material shall be of specimen quality.
- The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.
- Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.
- It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.
- The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants
- The contractor shall install all landscape material per plan, notes and details.
- Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.
- No grading or soil placement shall be undertaken when soils are wet or frozen.
- Imported or existing stockpiled topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.
- Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.
- Provide a 12" depth of imported or existing stockpiled topsoil in parking islands and an 8 inch depth in all other shrub areas.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.
- Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole. Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.
- All new plants to be balled and burlapped or container grown, unless otherwise noted on plant schedule.
- Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt Pro5 Weed Barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. Stone shall be washed prior to installation.
- All deciduous trees shall be double staked per tree staking detail. It is the contractors responsibility to remove tree staking in a timely manner once staked trees have taken root. Deciduous tree ties to be V.I.T. Cinche Ties #CT32.
- Install landscape concrete curbing between existing lawn and shrub areas. Curbing shall be installed level and uniform and shall match top finish grades of concrete walks and curbs. See landscape concrete curbing detail.
- Provide a 4 inch depth of imported or existing stockpiled topsoil in all lawn areas.
- Sod must be premium quality, evenly cut, established, healthy, weed and disease free, and from an approved source.
- All lawn areas to have uniform grades by float raking. Prior to laying sod, apply a starter fertilizer at a rate recommended by the manufacturer. Sod must be laid with no gaps between pieces on a carefully prepared topsoil layer. Sod to be slightly below finish grade and concrete walks and curbing. The laid sod must be immediately watered after installation. Any burned areas will require replacement. Adjust sprinkler system to assure healthy green survival of the sod without water waste.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

PLANT SCHEDULE

TREES					
QTY	BOTANICAL / COMMON NAME	SIZE			
2	Acer tataricum 'Hot Wings' / Hot Wings Tatarian Maple	2" Caliper			
2	Koeleruteria paniculata / Golden Rain Tree	2" Caliper			
3	Picea pungens glauca / Columnar Spruce	6-8" Ht.			
SHRUBS					
QTY	BOTANICAL / COMMON NAME	SIZE			
12	Forsythia x 'Gold Tides' / Golden Tide Forsythia	5 gal			
13	Juniperus horizontalis 'Bar Harbor' / Bar Harbor Creeping Juniper	5 gal			
16	Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper	5 gal			
32	Prunus x cistena / Purple Leaf Sand Cherry	5 gal			
16	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	2 gal			
10	Rosa x 'Meigalpio' / Red Drift Rose	2 gal			
21	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Bumald Spiraea	5 gal			
17	Spiraea x bumalda 'Goldflame' / Goldflame Spirea	5 gal			
ORNAMENTAL GRASSES					
QTY	BOTANICAL / COMMON NAME	SIZE			
34	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	2 gal			
6	Helictotrichon sempervirens 'Sapphire' / Blue Oat Grass	2 gal			
PERENNIALS					
QTY	BOTANICAL / COMMON NAME	SIZE			
10	Hemerocallis x 'Red Hot Returns' / Red Hot Returns Daylily	1 gal			

MATERIAL SCHEDULE

Symbol	Comments	Detail
	Decorative Stone - Install a (4) Four Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Planters Where Shown on Plan and Wash 2200-10 Installation; Stone Shall be 1 1/2" Diameter, Crushed South Town From Utah Landscaping Rock (435-623-3232); Match Stone Used at the Adjacent Grocery Store; Submit Sample for Approval	Detail: 4/L3.1

SITE NUMBER:	00000
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BASE VERSION:	2020
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

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2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - awengineering.net

Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE:	CIVIL/SITE
---------------	------------

4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021
PROJECT NUMBER: 21-178
DRAWN BY: DW
CHECKED BY: EM

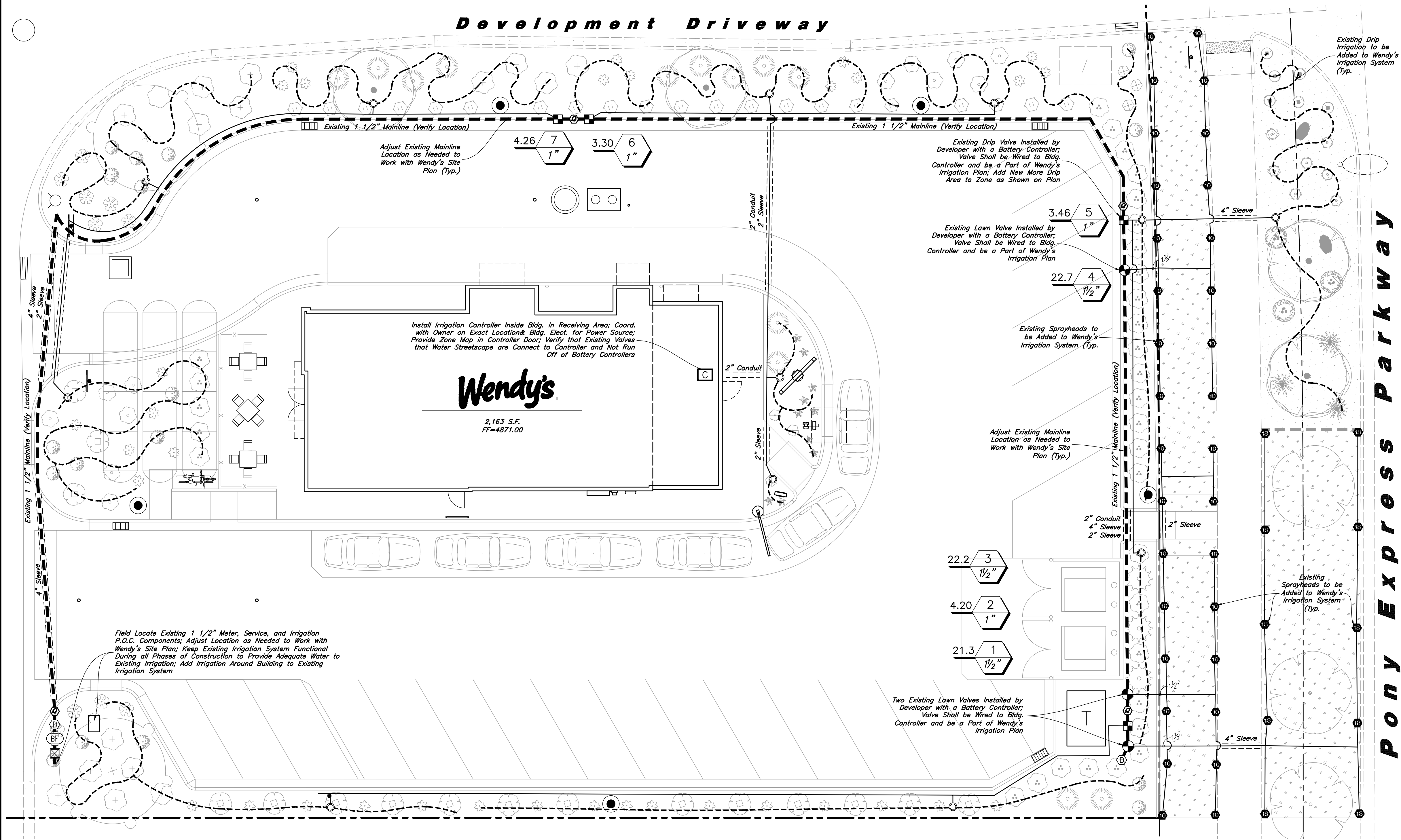
SEAL

Jared R. Manschell
01/09/2022
Landscape Architect

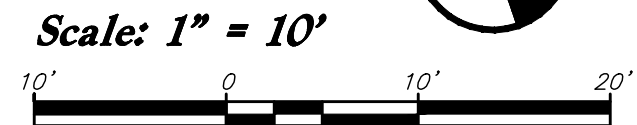
SHEET NAME
Landscape Plan
SHEET NUMBER

Know what's below.
Call before you dig.

L1.1



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



Irrigation Maintenance:

1. All Irrigation within the Property Line Shall be Installed and Maintained by the Owner. The Irrigation in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.

Irrigation Notes

1. See Sheet L.1.1 for Plant Layout and Sheet L.3.1 for Planting Details.
2. See Sheet L.3.1 for Irrigation Details.
3. The City Reported a Water Pressure Range of 85 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. See Valve Schedule for Required Design Pressures at the Existing P.O.C.
4. Irrigation in Park Strip Shall be Installed by the Developer and Remain and be Added to Wendy's Irrigation System. Irrigation Behind Sidewalk Shall be Added to Wendy's Irrigation System. New Irrigation Shall Connect to Existing 1 1/2" Mainline and P.O.C. (Stop & Waste Valve, Backflow in an Enclosure, Drain, and a Quick Coupler) Components; Irrigation P.O.C. to be Installed with Store Offsite Irrigation System; All Temporary Battery Powered Controllers Shall be Removed and Valves Shall be Wired to Controller Located in Wendy's Building. Adjust P.O.C Components as Needed to Conform to New Site Layout and Mainline

VALVE SCHEDULE

VALVE STATION	VALVE SIZE	IRRIGATION TYPE	FLOW (GPM)	PSI	PSI @ POC	PRECIP. RATE
1	1-1/2"	Turf Spray	21.30	35.18	52.97	1.57 in/h
2	1"	Area for Drip Emitters	4.20	33.52	45.8	0.52 in/h
3	1-1/2"	Turf Spray	22.20	34.69	52.8	2.56 in/h
4	1-1/2"	Turf Spray	22.69	34.53	51.68	2.45 in/h
5	1"	Area for Drip Emitters	3.46	32.48	44.64	0.58 in/h
6	1"	Area for Drip Emitters	3.30	32.44	44.53	1.19 in/h
7	1"	Area for Drip Emitters	4.26	33.64	45.79	0.39 in/h

IRRIGATION SCHEDULE

Existing Sprayheads

Symbol	Manufacturer/Model #	Description	Notes	Detail
	Rain Bird 1804	4" Pop-Up Turf Sprinkler with Adjustable Series Nozzle	Adjust Radius Reduction Screws as Needed to Achieve Appropriate Radii Coverages	15/L.3.1

Existing and New Valves

	Rain Bird 150-PEB	Lawn Remote Control Valve	1 1/2 Inch Size; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	5/L.3.1
	Rain Bird XCZ-100-PRB-COM	Drip Remote Control Valve	1 Inch Size; Drip Control Zone Kit; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	6/L.3.1
	Rain Bird 44RC	Quick Coupler Valve with Swing Joint	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L.3.1
	Matco-Norca 759	Manual Drain Valve	1/2 Inch Size; Install at End of the Mainline and After the Backflow Preventer in a 10" Round Valve Box with Weed Barrier and a Gravel Sump	10/L.3.1

Existing and New Drip

	PVC Pipe To Drip Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	16/L.3.1
	Rain Bird XBS-940	3/4" Distribution Tubing - Pipe shown on Plan is Schematic; Adjust as Needed		
	Rain Bird XQ-100	1/4" Distribution Tubing - Install one per Emitter		
	Rain Bird XB-20PC	Xeri-Bug Emitter (2 Gal/Hr.) - 1 Perennial, 2 Shrub, 1 Ornamental Grass, 4 Tree		
	Rain Bird TS025	Tie Down Stake - Tubing to be Staked every 3'		
	Rain Bird DBC-025	Diffuser Bug Cap - Install one per Emitter		
	Rain Bird MDCFDAP	Removable Flush Cap - Install at the End of Each Line		

Existing P.O.C. Components

	Mueller Oriseal Mark II	Existing Stop & Waste Valve	1 1/2 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel	13/L.3.1
	Wilkins 375XL Series	Existing Reduce Pressure Backflow Assembly	1 1/2 Inch Size; Backflow Preventer Shall be Properly Installed & Tested to Meet all State & Local Health & Safety Laws & Ordinances; Install in Artificial Rock Enclosure (110-ST from BekaRita Products, LLC); Rock Color Shall be Riverbend Brown; Install on Concrete Pad with Frost Bag (602-DT)	14/L.3.1

Existing and New Pipes

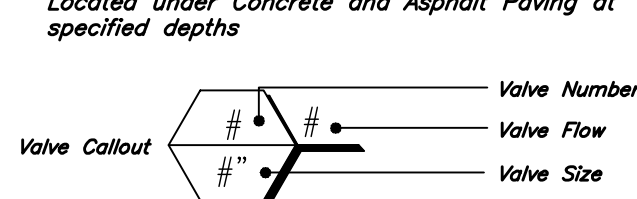
	Schedule 40 PVC	Mainline Pipe	1 1/2 Inch Size; Schedule 80 Fittings Shall be Used for Mainline Components	8/L.3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe	8/L.3.1

New Controller

	Rain Bird ESPAME	4 Station Base Indoor Controller	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor	12/L.3.1
	Rain Bird ESPSM3	3 Station Module		

Existing and New Sleeveing

	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals, and Controller Wire Located under Concrete and Asphalt Paving at specified depths	Contractor shall Coordinate the Installation of Sleeveing with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeveing is by the Landscape Contractor unless otherwise noted.	11/L.3.1
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DRAWING RELEASE:	

ANDERSON WAHLEN & ASSOCIATES

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(801) 521-8529 - awhengineering.net

811

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Wendy's

4245 North Pony Express Parkway
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SEAL



SHEET NAME

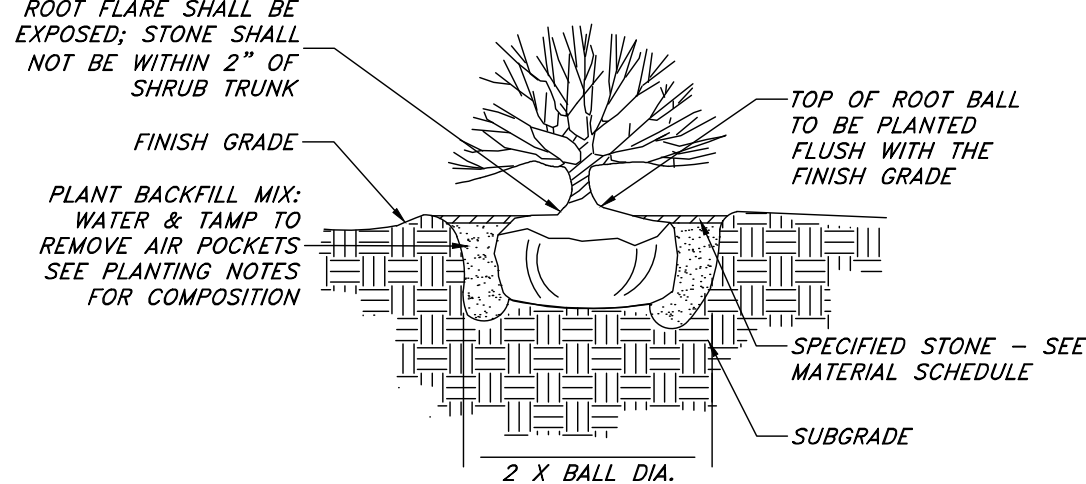
Irrigation Plan

SHEET NUMBER

L2.1



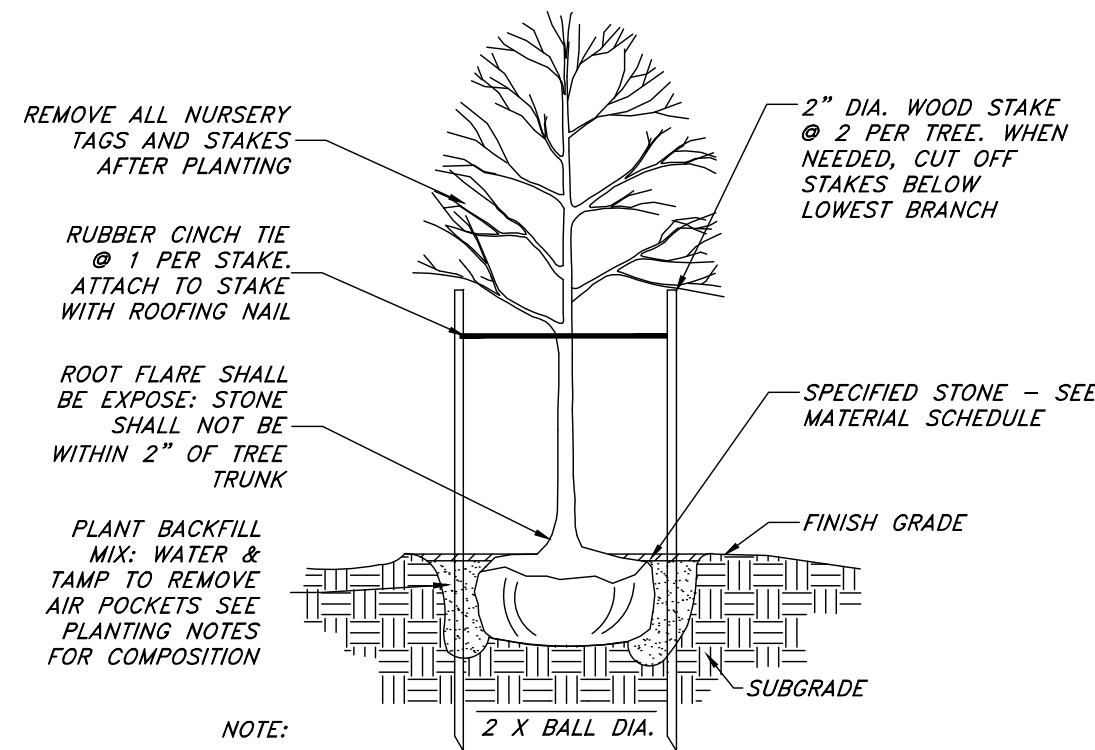
Know what's below.
Call before you dig.



- NOTE:
- CUT AND REMOVE WIRE FROM TOP AND SIDES OF ROOTBALL. PEEL BACK BURLAP TO EXPOSE TOP 1/3 OF ROOTBALL.
 - REMOVE ALL NURSERY TAGS AND STACKS AFTER PLANTING.

1 SHRUB PLANTING

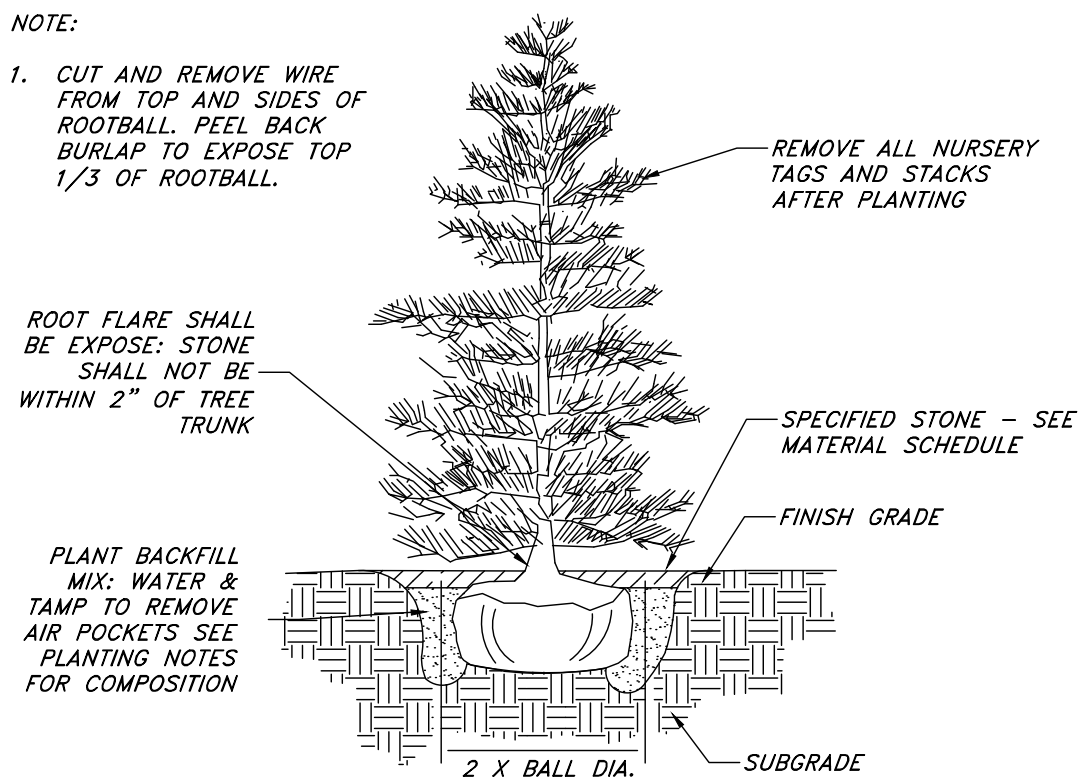
NOT TO SCALE



- NOTE:
- CUT AND REMOVE WIRE FROM TOP AND SIDES OF ROOTBALL. PEEL BACK BURLAP TO EXPOSE TOP 1/3 OF ROOTBALL.

2 DECIDUOUS TREE PLANTING

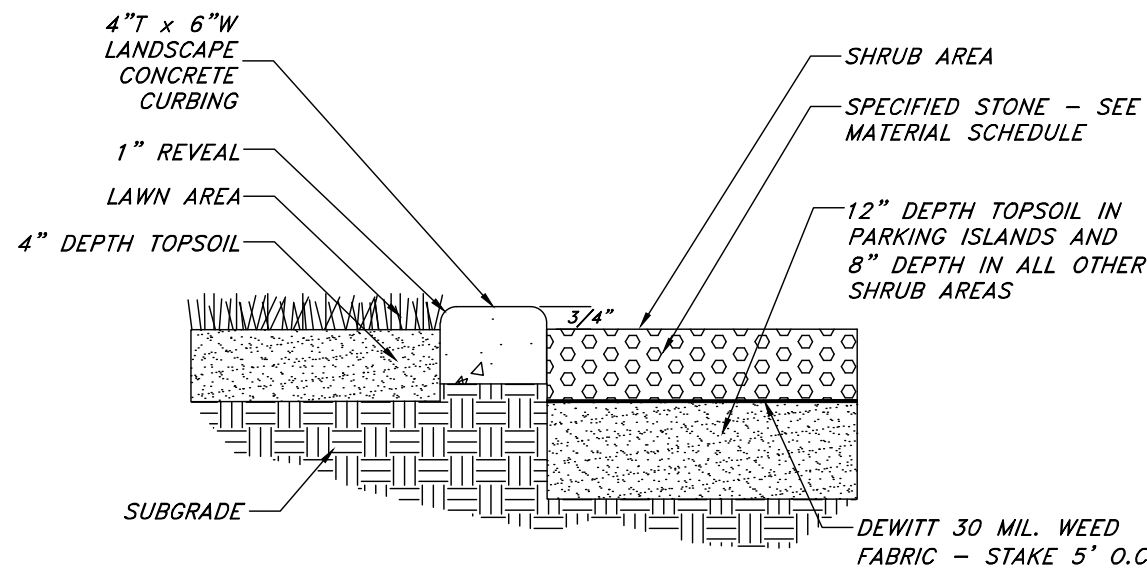
NOT TO SCALE



- NOTE:
- CUT AND REMOVE WIRE FROM TOP AND SIDES OF ROOTBALL. PEEL BACK BURLAP TO EXPOSE TOP 1/3 OF ROOTBALL.

3 EVERGREEN TREE PLANTING

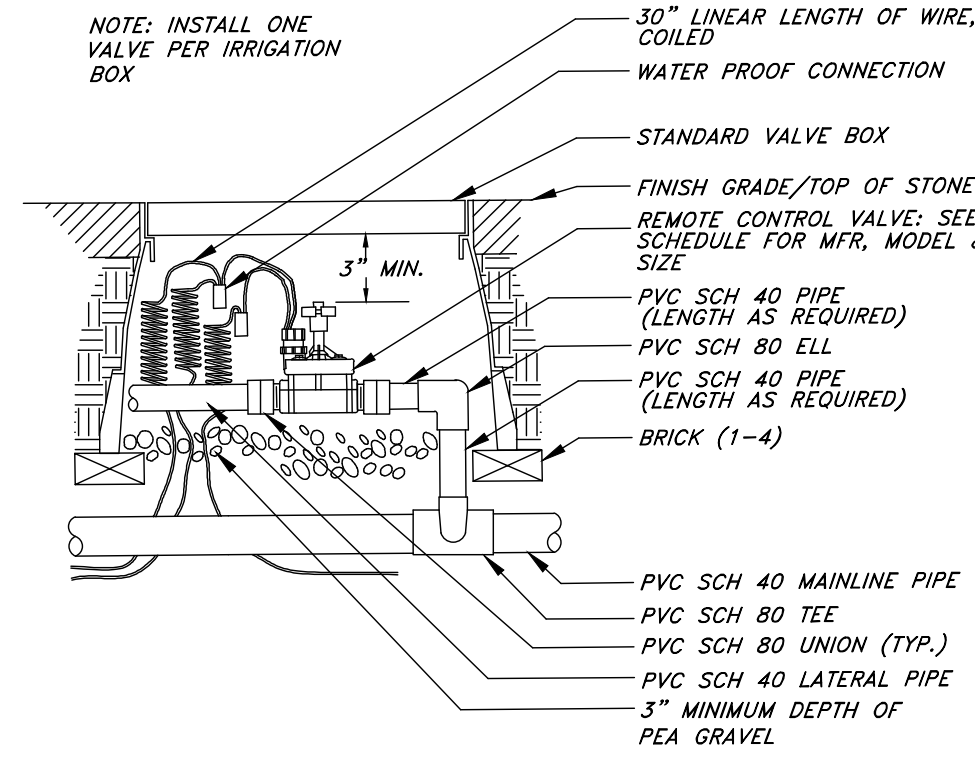
NOT TO SCALE



- NOTE:
- SMOOTH GRADE ENTIRE AREA PRIOR TO PLACEMENT OF CURBING AND SPECIFIED STONE.
 - CONTROL JOINTS SHALL BE PLACED AT 3' O.C.

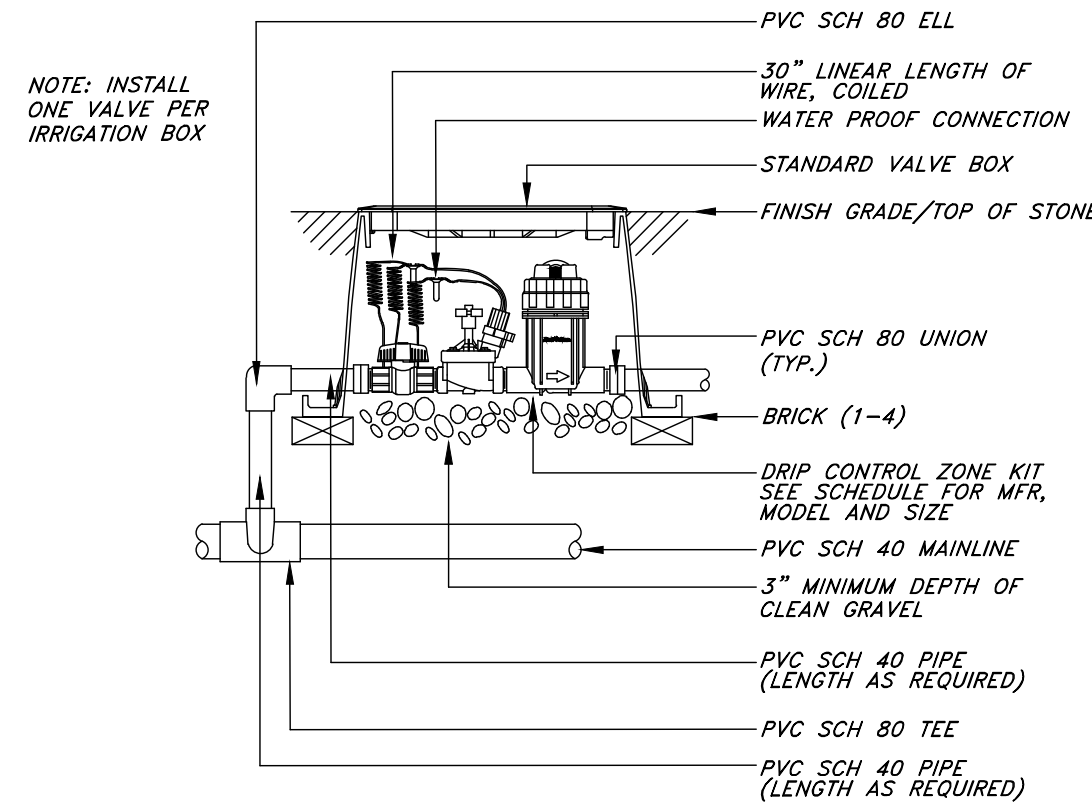
4 LANDSCAPE CONCRETE CURBING

NOT TO SCALE



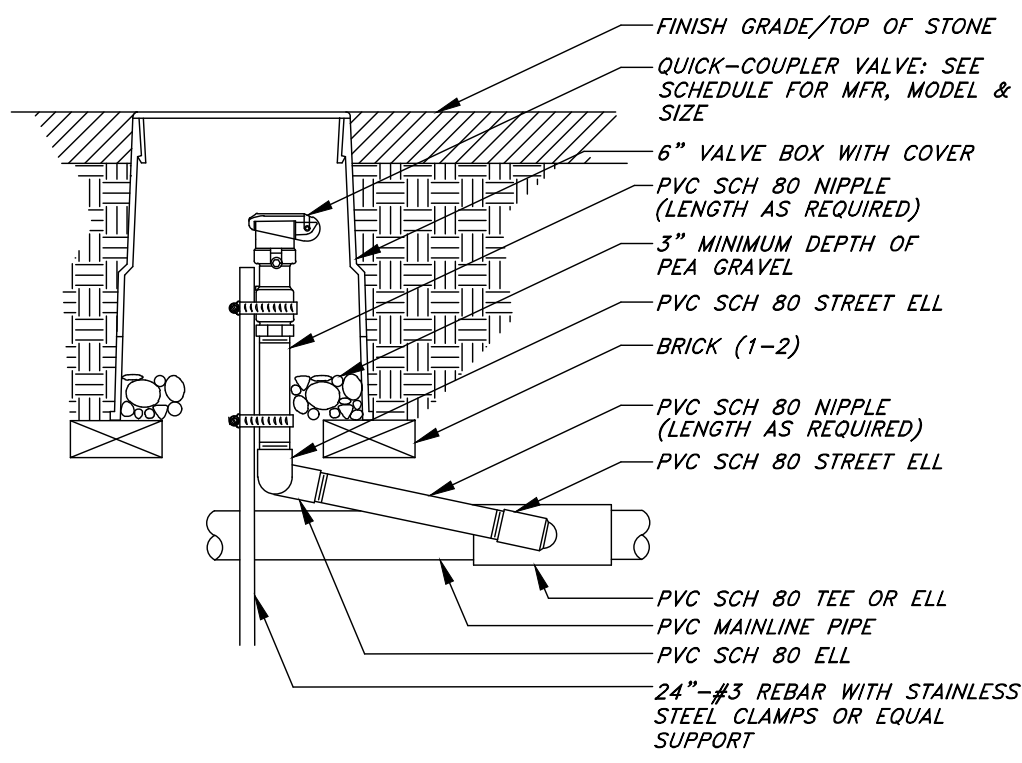
5 REMOTE CONTROL VALVE

NOT TO SCALE



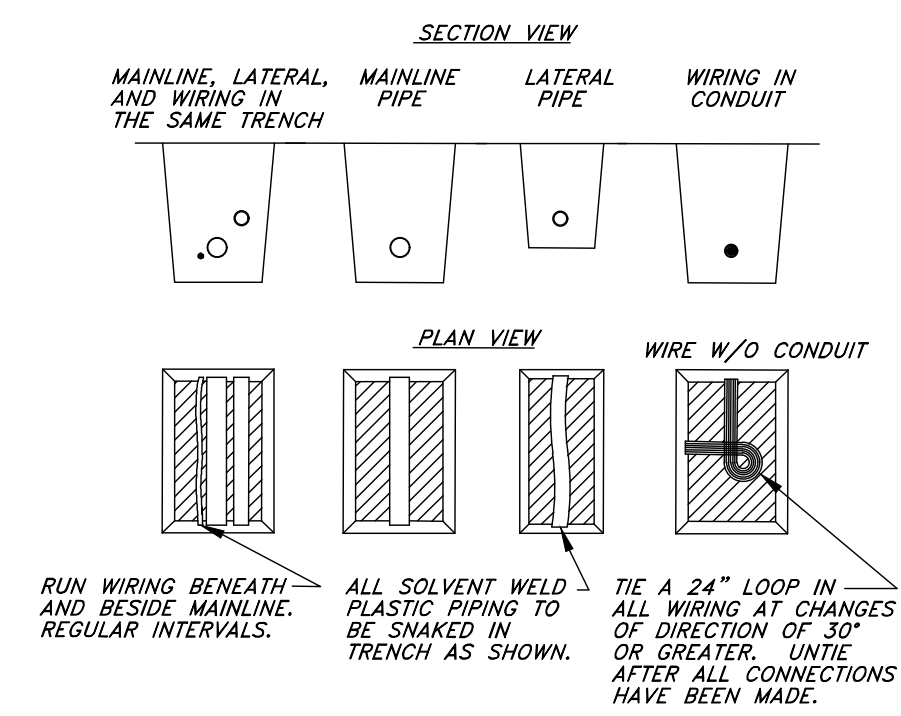
6 DRIP CONTROL VALVE

NOT TO SCALE



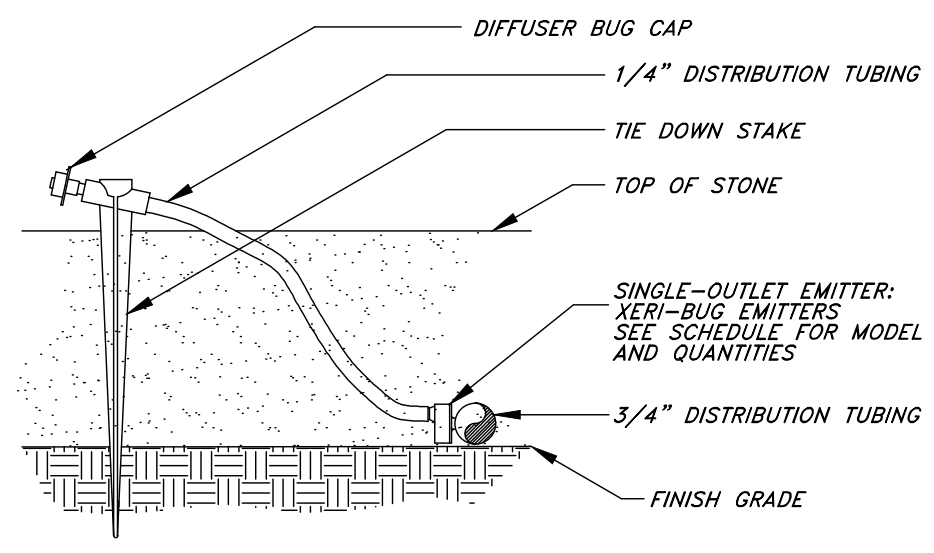
7 QUICK COUPLING VALVE

NOT TO SCALE



8 PIPE & WIRE TRENCHING

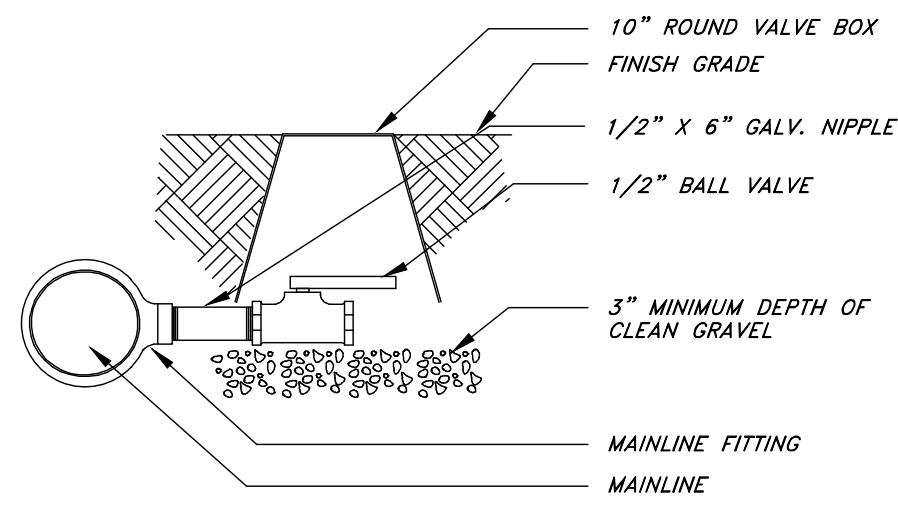
NOT TO SCALE



- NOTE:
- USE RAIN BIRD XERIMAN TOOL MODEL XM-TOOL TO INSERT EMITTER DIRECTLY INTO 3/4" DISTRIBUTION TUBING.
 - INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MIN. OF 1" AND A MAX. OF 2". FLUSH ALL LINES THOROUGHLY, INCLUDING 1/4" DISTRIBUTION TUBING PRIOR TO EMITTER INSTALLATION. IF PLANTING IN 4:1 SLOPE OR GREATER, INSTALL BOTH EMITTERS ON UPHILL SIDE OF ROOTBALL.

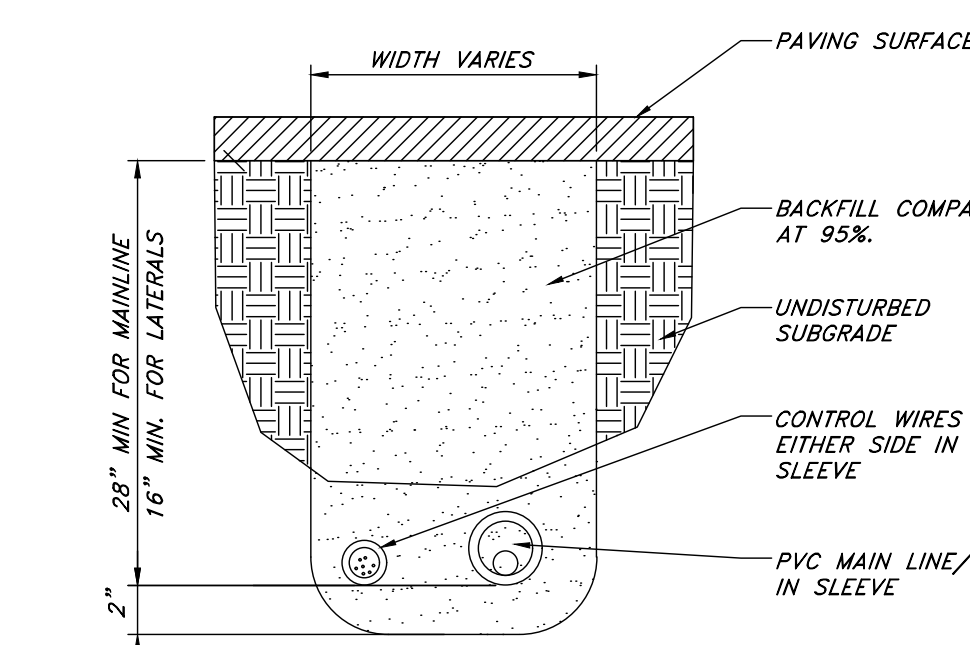
9 EMITTER INTO DISTRIBUTION TUBE

NOT TO SCALE



10 MANUAL DRAIN VALVE

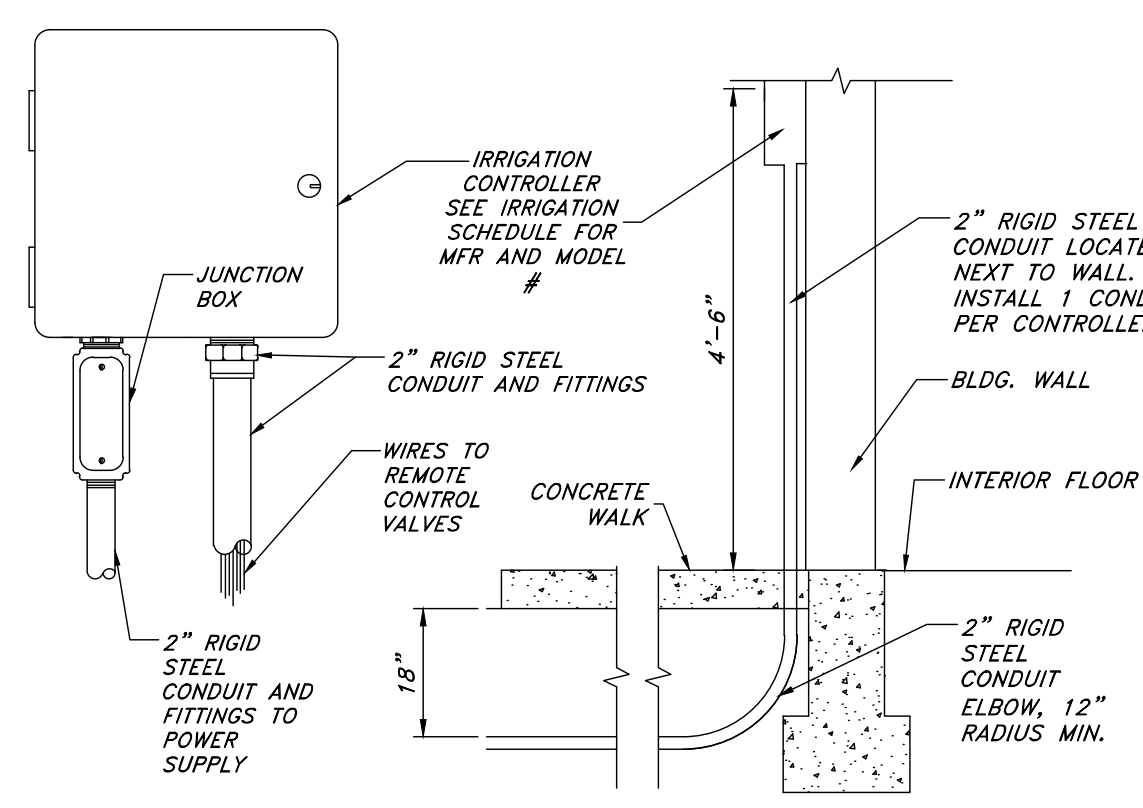
NOT TO SCALE



- NOTE:
- ALL IRRIGATION SLEEVES TO BE SCH. 40 PVC PIPE.
 - ALL SLEEVES SHALL BE TWICE THE NOMINAL SIZE OF THE PIPE WITHIN.
 - ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
 - SLEEVE TO BE RUN UNDER PAVEMENT AND EXTEND A MIN. OF 18" PAST EDGE OF PAVEMENT. END OF SLEEVE TO BE CAPPED AND MARKED.

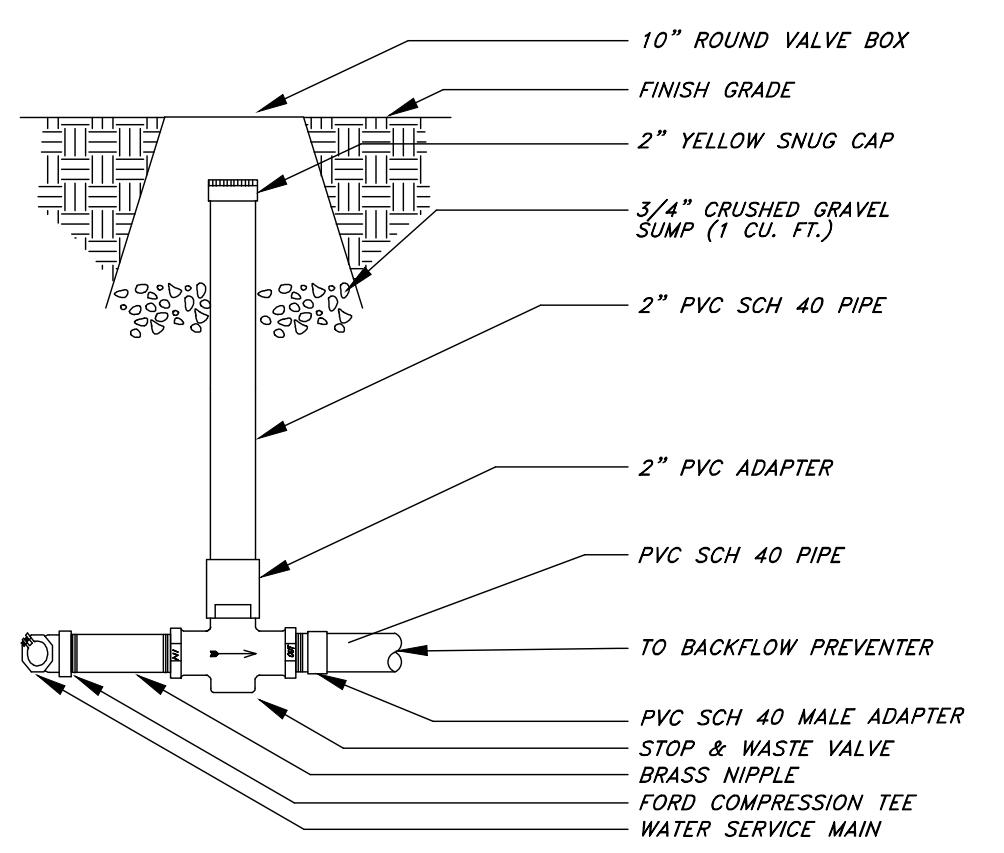
11 PIPE SLEEVING

NOT TO SCALE



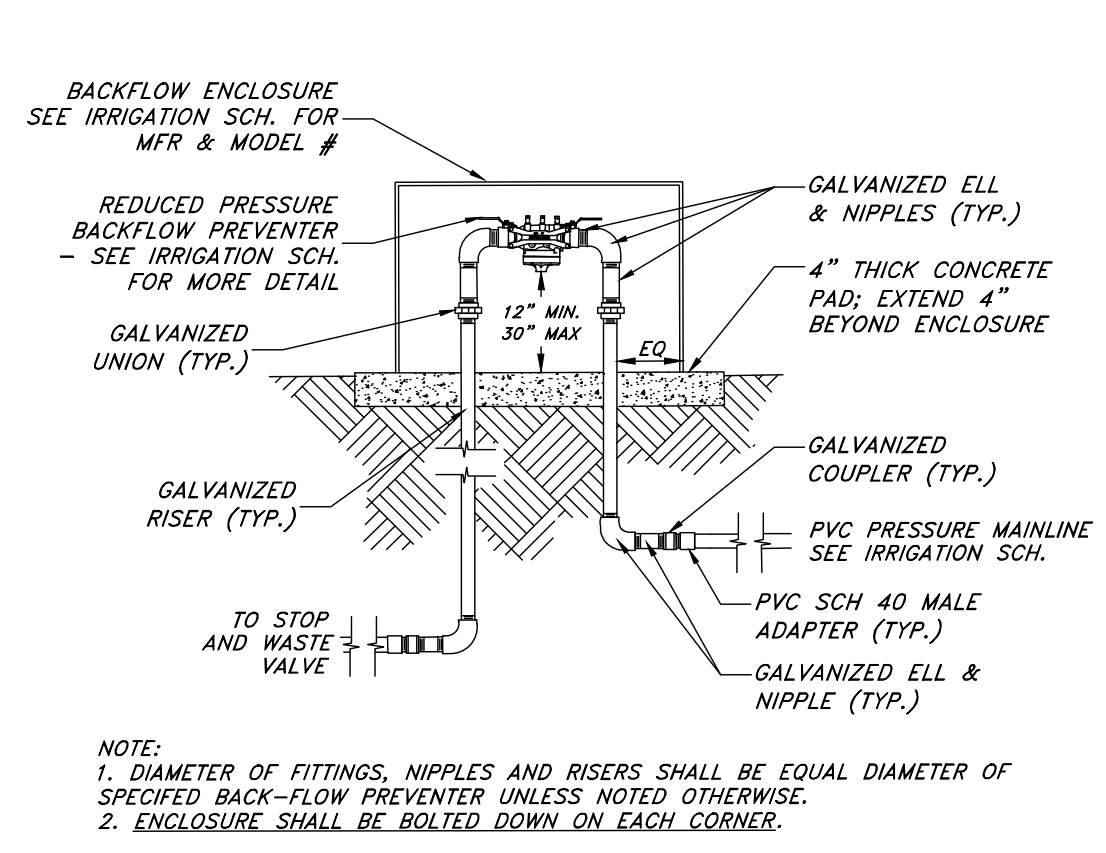
12 IRR. CONTROLLER - OUTDOOR WALL MOUNT

NOT TO SCALE



13 STOP AND WASTE VALVE

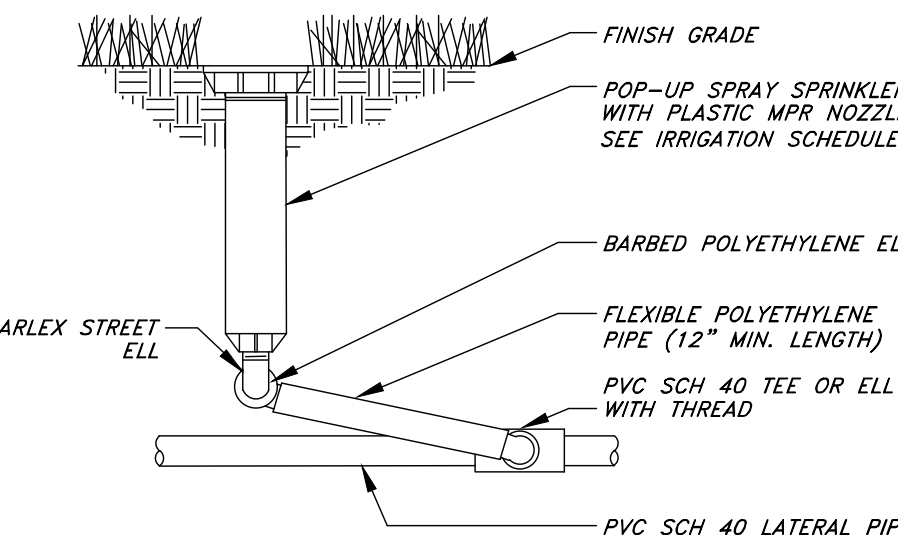
NOT TO SCALE



- NOTE:
- DIAMETER OF FITTINGS, NIPPLES AND RISERS SHALL BE EQUAL DIAMETER OF SPECIFIED BACKFLOW PREVENTER UNLESS NOTED OTHERWISE.
 - ENCLOSURE SHALL BE BOLTED DOWN ON EACH CORNER.

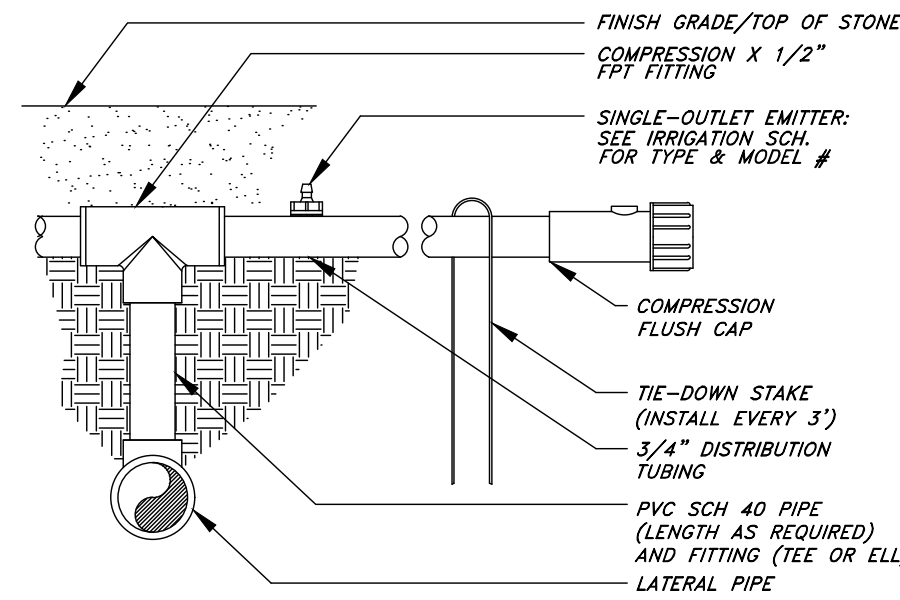
14 BACKFLOW PREVENTION DEVICE

NOT TO SCALE



15 POP-UP SPRAY HEAD

NOT TO SCALE



- NOTE:
- USE RAIN BIRD XERIMAN TOOL MODEL XM-TOOL TO INSERT EMITTER DIRECTLY INTO 3/4" DISTRIBUTION TUBING.

16 PVC TO POLY CONNECTION

NOT TO SCALE

General Irrigation Notes:

- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the landscape construction.
- The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
- The contractor shall install all irrigation material per plan, notes and details.
- Irrigation system components must be premium quality only and installed to manufacturer's requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
- Irrigation system guarantee for all materials and workmanship shall be one year from the time final project acceptance. Guarantee will include, but is not limited to winterizing, spring activation, repair, trench setting, backfilling depressions, and repairing freeze damage.
- Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
- Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings, one (1) inch minimum size. Solvent weld all joints as per manufacturer's specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
- Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufacturers

specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.

- Install dielectric fittings whenever dissimilar metals are joined.
- Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100% percent irrigation coverage of areas indicated.
- Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
- Control valve wire shall be #14 single conductor: white for common wire, red for hot wire and blue for the spare wire. Provide (2) two spare wire that runs the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/7 or equivalent) and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
- Control valve size, type, quantity, and location to be approved by landscape architect. Install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic foot of pea gravel for sump in base of boxes. Boxes to be Carson Brooks or equal.

- Quick couplers shall be a Rain Bird 44RC with a 1 inch Losco utilized swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.

- Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
- All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-eight (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
- Plans are diagrammatic and approximate due to scale, where possible, all piping is to be installed within the planting areas. No tees, elbows, or changes in direction shall occur under hardscape.
- It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
- The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site

and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.

- All sprinkler heads shall be set perpendicular to finish grade of the areas to be irrigated and shall be installed 6"-8" from buildings walls, or within 4" of pavement, curbs, or header edges.
- Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
- Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
- Provide and install all manufacturer's recommended surge and lightning protection equipment on all controllers.
- All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
- Upon completion and approval of irrigation system, irrigation contractor to provide the owner with two sets of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.

- An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.

- It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper winterization and start-up procedures for the entire system prior to final payment.

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	
	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	



PROJECT TYPE:	CIVIL/SITE
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REV.	DATE	DESCRIPTION

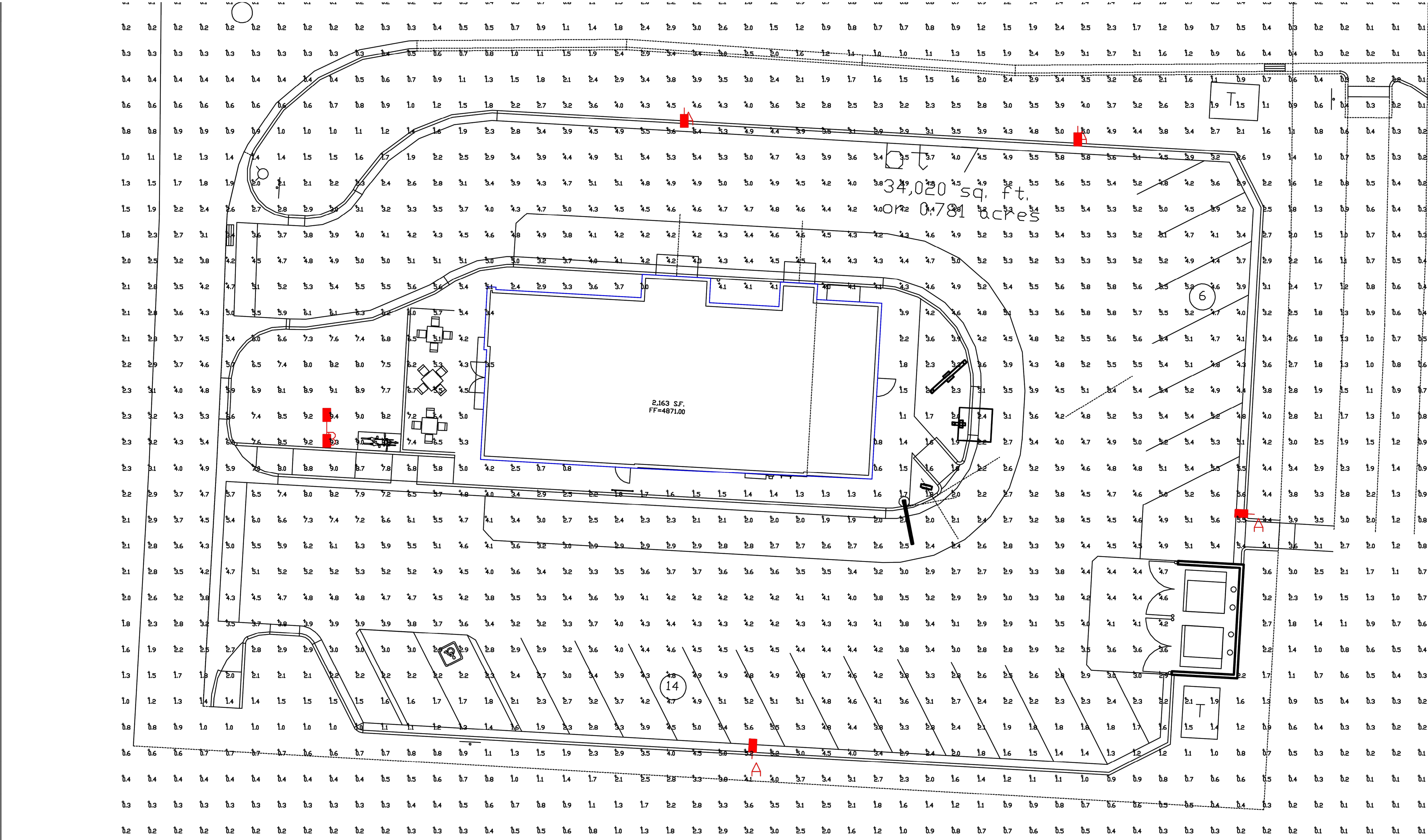
ISSUE DATE: 05/07/2021
PROJECT NUMBER: 21-178
DRAWN BY: DW
CHECKED BY: EM



SHEET NAME
Landscape & Irrigation Details
SHEET NUMBER



L3.1



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PAVED AREA	Illuminance	Fc	4.09	8.2	1.1	3.72	7.45

PHOTOMETRIC EVALUATION
NOT FOR CONSTRUCTION

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	LDD	LLF	Arr. Lum. Lumens	Arr. Watts
	4	A	SINGLE	MRS-LED-24L-SIL-FT-50-70CRI-SINGLE-25' MH	1.000	1.000	1.000	22581	196
	1	B	D-180	MRS-LED-24L-SIL-FT-50-70CRI-D180-25' MH	1.000	1.000	1.000	45162	392

Benchmark
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M
Assigned elevation using GPS methods
Elevation = 4865.18 feet
Observed 16 September, 2020

SITE NUMBER:	00000
BASE MODEL:	CIVIL/SITE
ASSET TYPE:	
CLASSIFICATION:	NEW
OWNER:	
BASE VERSION:	2020
UPGRADE CLASSIFICATION:	
	NEW BUILD
PROJECT YEAR:	2021
FURNITURE PACKAGE:	
DRAWING RELEASE:	

CREE LIGHTING
A COMPANY OF IDEAL INDUSTRIES, INC.
9201 Washington Ave. Racine, WI 53408 <https://cree.com> 1-800-234-8800

811
Know what's below.
Call before you dig.
3 business days
prior to excavation:

PROJECT TYPE: CIVIL/SITE

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, Utah

REV.	DATE	DESCRIPTION

ISSUE DATE: 05/07/2021
PROJECT NUMBER: 21-178
DRAWN BY: DW
CHECKED BY: EM

SEAL
Professional Engineer
No. 778441-2020
Eric L. Malmberg
M.A.S.E.
STATE OF UTAH

SHEET NAME
**Site Lighting
Photometric Plan**

SHEET NUMBER
C6.0

PART 1 - GENERAL

1.1 PROJECT RECORD DOCUMENTS

A. Submit record documents indicating location and depth for water, sanitary sewer and storm sewer pipes, gas, and electric lines, and storm water detention (if required). Dimensions to the building corners. Locations shall be shown on a Site Plan Drawing with an accuracy of ±1 foot horizontal and 3" vertical. Record plans should also indicate pipe material and joints used.

1.2 PERMITS AND INSPECTIONS

A. All permits required by laws, ordinances and building codes having jurisdiction shall be obtained at the proper time by and at the expense of the Contractor.

B. Contractor shall obtain all inspections required by all laws, ordinances and public authority having jurisdiction.

1.3 SHOP DRAWINGS

A. Submit Shop Drawings for the following items:

1. Import fill, bedding and trench backfill.
2. Asphalt paving materials.
3. Sanitary sewer, water, storm sewer pipe materials.
4. Concrete mix design.
5. Stormwater detention materials (if required).

B. Contractor shall obtain all inspections required by all laws, ordinances and public authority having jurisdiction and shall obtain certificates of such inspections and submit same to the Architect and shall pay all fees, charges, assessment and other expenses in connection therewith.

C. Piping and equipment layout is schematic. Exact locations are determined by structural and other conditions. Design of system may not be changed. Only exact location of piping may be revised to suit construction condition and aid in coordination with work of other Contractors.

D. The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed by the Engineer and/or Architect.

E. When submitted for the Engineer and/or Architect's review, shop drawing shall bear the Contractor's certification that they have reviewed, checked and approved the Shop Drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents and that they have verified all field measurements and construction criteria, materials, catalog number and similar data. Contractor shall also certify that the work represented by the Shop Drawings is recommended by the Contractor and the Contractor's guarantee will fully apply.

F. All Contractors submitting proposals for this Work shall be first examine the Site and all conditions therein. All proposals shall take into consideration all such conditions as may affect the Work under Contract. The submitting of a bid automatically implies that this examination of Site has been done.

G. Contractor shall verify location of utilities and note conditions which would affect the Work. All discrepancies shall then be reported prior to construction.

1.4 TESTING SERVICES

A. Testing services shall be performed by an independent testing agency selected by the General Contractor. Testing Agency Qualifications:

1. Approved by authorities having jurisdiction.
2. Agency whose primary business is materials and construction testing.
3. Objective, competent and independent from the Contractor performing the work to be inspected.
4. Having adequate equipment, periodically calibrated as required, to perform the special inspections.
5. Employing experienced personnel educated in conducting, supervising and evaluating special inspections similar in complexity to that required for the Project.

B. Testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for verification of compliance with Contract Document requirements.

C. General Contractor to coordinate and schedule the work of the independent testing agency. Notify the independent testing agency 48 hours prior to the expected time when testing services will be required. Establish schedule by advance discussion with the independent testing agency, determine the time required to perform tests and to issue findings.

D. Testing Agency to provide the General Contractor's superintendent with a draft copy of the daily report prior to leaving the Project Site each day. Provide typed copies of testing agency reports, inspections, and certifications within 5 business days to the Architect/Engineer's Office and General Contractor's Office by email.

1.5 TESTING REQUIREMENTS

A. Fine and Coarse Aggregates, Bedding and Backfilling Materials:

1. Sieve test to ensure compliance with the materials specifications.
2. Provide 1 test for each source of imported materials as directed by the Engineer.

B. Soil Compaction:

1. Minimum Frequency of Testing:
 - a. Within the Building Footprint: Four tests of subgrade for each layer of fill
 - b. Outside a Building Footprint: One test per 2,500 square feet of subgrade for each layer of fill.
2. Utility Trenches: One test for every 50 linear feet of trench length at each lift.
3. Curb and Gutter: One test for every 100 linear feet.
4. Pavement Subgrade, Base Grade: One test for every 2,500 square feet for parking lot construction. One test at every driveway or curb cut location.

2. Predominately Granular Soils:

- a. Perform necessary laboratory and field testing required to verify compaction of fill, bedding, trench backfill and structure backfill in accordance with ASTM D1557.
- b. Verify the compaction of the first 12 inches of the existing subgrade below structures, utility structures, paved areas, and areas to be filled in accordance with ASTM D1557.

3. Predominately Cohesive Soils:

- a. Perform necessary laboratory and field testing required to verify compaction of fill trench backfill and structure backfill in accordance with ASTM D698.
- b. Verify the compaction of the first 12 inches of the existing subgrade below structures, utility structures, paved areas, and areas to be filled in accordance with ASTM D698.

C. Bituminous Pavement Testing:

1. The Contractor shall have the testing agency's density technician and a density gage available whenever paving is occurring. This technician and gage shall monitor placement and compaction of asphalt to verify the maximum density possible is being achieved.
2. The testing agency shall take 1 core of new parking lot in a location to be determined by the General Contractor. The daily average in place density shall be 95.0% of the mixture's TMD or greater with a minimum density of 93% of TMD. Areas that are not compacted to the specified daily average will be evaluated by the GC and may either be removed or subject to a price reduction.
3. Thickness: In place compacted thickness tested in accordance with ASTM D3549.
4. Surface Smoothness: Test finished surface of each hot mix asphalt course for smoothness, using 10 foot straightedge applied parallel with and at right angles to centerline of paved area, or by measuring depths of bird baths immediately after a rain.

5. Workmanship: Finished Surfaces, Especially in High Visibility Areas: Smooth, free of cracks, holes, or spalling holes, and no depressions or irregularities, or bird baths. Problem Areas Identified: Correct by removing, paving or reheating and re-rolling if possible.

6. Bird baths exceeding 1/4 inch deep and 10 sft shall be remedied by the Contractor.

D. Concrete Testing:

1. Point of sampling and the method of securing the Samples to be determined by the independent testing agency in accordance with ASTM C172.
2. Perform 1 slump test in accordance with ASTM C143 for each truckload of concrete.
3. Perform 1 air-entraining test in accordance with ASTM C231 or C173 for each truckload of concrete.
4. Test the concrete unit weight in accordance with ASTM C138 or C567, as applicable.
5. Test the air content and fresh concrete temperature of each set of concrete cylinders.
- a. Concrete Cylinder Testing to be in accordance with ASTM C31 and C39. Perform one test for each 150 cubic yards (or fraction thereof) of each class of concrete placed each day.
- b. Concrete Cylinder shall consist of 4 inch standard cylinders.
- c. Test one of the cylinders at 7 days and second cylinders at 28 days. Save third cylinder as a spare if needed.
- d. Acceptance and evaluation of the concrete shall be based on ACI 301.

6. Workmanship: Finished surface free of cracks, stone holes, chips, footprints, graffiti, animal tracks or bird baths.

PART 2 - EARTHWORK

2.1 Imported Fill, Bedding, and Trench Backfill

A. Imported Fill:

1. Exclusive of rubble of gray or blue clay, peat, organic matter, frozen lumps, stone due, limestone, or slag.
2. Have a moisture content such that material is capable of being compacted to 95% maximum density.
3. Grading requirements:

Sieve Size	Total % Passing
3/4 inch	100%
1/2 inch	75 - 95%
3/8 inch	60 - 90%
#4	45 - 80%
#8	30 - 60%
#16	20 - 50%
#30	15 - 40%
#50	10 - 25%
#100	5 - 15%
#200	3 - 6%

B. Imported Pavement Aggregate:

1. DOT approved supplier and material.
2. 90% minimum crushed material.
3. Slag not allowed.
4. Grading requirements:

Sieve Size	Total % Passing
3/4 inch	100%
1/2 inch	50 - 75%
#8	20 - 45%
#200	4 - 8%

C. Imported drainage stone:

1. DOT approved supplier and material.
2. Grading requirements:

Sieve Size	Total % Passing
1/2 inch	100%
3/8 inch	90 - 100%
#8	0 - 5%
#200	< 30%

D. Imported bedding and trench backfill:

1. Exclusive of rubble of gray or blue clay, peat, organic matter, frozen lumps, stone due, limestone, or slag.
2. Have a moisture content such that material is capable of being compacted to 95% maximum density.
3. Grading requirements:

Sieve Size	Total % Passing
3/8 inch	100%
#4	50 - 100%
#100	0 - 30%

E. Native material used as fill, bedding, or trench backfill.

1. Exclusive of rubble of gray or blue clay, peat, organic matter, frozen lumps, stone due, limestone, or slag.
2. Have a moisture content such that material is capable of being compacted to 95% maximum density.
3. No rocks or lumps over 2 inch in greatest dimension.

F. Imported Soil:

1. Topsoil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials.
2. The topsoil shall consist of sandy loam, with soil particles within the following percentages: clay, 0-25; silt; 25-50; sand; 50-70; decomposed organic matter; 5-10.
3. The clay content is optional.
4. The soil shall have a soil acidity range between a pH 5.0 to pH 7.0. The soil salinity shall not exceed 3 millimhos per centimeter at 25oC (as described by USDA Circular No. 982).

PART 3 - UTILITIES

3.1 WATER SERVICE MATERIALS

A. Pipes: Copper:

1. B 88, Type K, soft-temper.
2. Lay water service below local frost depth (if applicable).

3.2 STORM SEWER PIPE MATERIALS

A. Concrete Pipe (RCP):

1. Reinforced concrete: ASTM C76, Class III (unless otherwise indicated on Drawings).
2. Manufacturers: DOT approved manufacturer.
3. Joints: Rubber gasket, ASTM C443.

B. PVC Profile (corrugated PVC):

1. PVC ASTM F949 and F794.
2. Manufacturers: Contec, A-2000; or approved equal.
3. Joints: ASTM F477 double gasket, ASTM D3212.

C. PVC Closed Profile:

1. PVC ASTM F1804.
2. Manufacturers: Nylon pipe; or approved equal.
3. Joints: ASTM F477 gasket, ASTM D3212.

D. Corrugated Polyethylene (HDPE):

1. Pipe shall have smooth interior, annular exterior corrugations, per AASHTO M294, Type S.
2. Virgin pipe resin, cell classification 424420C or 435420C per ASTM D3350.
3. Joints shall be welded tight per ASTM D3212 and ASTM F1417.
4. Gaskets shall be polyisoprene per ASTM F477.

5. Fittings shall conform to ASTM F2306 N-12 Mega Green WT 1B.

6. Manufacturers: Advanced Drainage Systems, Inc.; or Hancor-Blue seal WT 1B.

E. Aluminized Steel, Type 2 (Aluminum):

1. Aluminized Steel, Type 2 (Aluminum):
2. Aluminum material ASTM A929, ASTM B745, ASTM B790.
3. 16 gage (18 to 30 inch diameter): Asphalt-coated.
4. Manufacturers: CONTEC ULTRA FLOW, or approved equal.
5. Joints: Bell and spigot, gasketed joint, QUICK STAB.

F. Transition Fittings:

1. Duplex adapter and ring similar to CertainTeed Catalog No. 58433 or approved equal.
2. Rubber or elastomeric sleeve and stainless steel band assembly fabricated to match outside diameters of pipes to be joined. Sleeves for cast iron pipe shall conform to ASTM C564. Sleeves for PVC pipe shall conform to ASTM C443.

3.3 SANITARY SEWER PIPE

A. Polyvinyl Chloride (PVC), Schedule 40 in conformance with ASTM D1785. Pipe joints shall be the same as the sewer. Service lead connections shall conform to the use of "wye" branches. Tee branches are not permitted for onsite service leads.

B. Cleanouts: Provide cast iron ferrule and countersunk brass cleanout plug, with round cast iron access frame and heavy duty, secured, scaricated cast iron cover. Pipe to be schedule 40 PVC.

3.4 MANHOLES

A. Precast Concrete reinforced concrete in conformance with ASTM C478. Joints shall be rubber gasket per ASTM C443. Base Section: 6-inch minimum thickness for floor slab and 5-inch minimum thickness for walls and base riser section. Base section may be separate or integral with side walls. Riser Sections to be 5-inch minimum wall thickness, minimum 48-inch diameter, and lengths to provide depth indicated. Top Section to be eccentric cone type, unless conentric cone or flat top is indicated. Top of cone to match grade ring diameter. Grade Rings to be minimum thickness of 4 inches with minimum 24-inch internal diameter to match frame and cover. Steps to be modular iron reinforced propylene or aluminum and integrally cast into base, riser, and top sections. sidewalk at intervals in conformance with OSHA requirements. Frames and Covers to be ASTM A48-83, Class 35, heavy-duty, grey iron, 24-inch inside diameter by 7 to 9 inch riser with 4-inch minimum width flange, in compliance with local agency requirements or as indicated on Drawings.

3.5 CATCH BASIN AND CURB INLETS

A. Precast reinforced concrete shall conform to the requirements specified for manholes, after as indicated on Drawings.

PART 4 - PAVING

4.1 ASPHALT MATERIALS

A. Supplied by a DOT Approved supplier.

B. All mixtures to be:

1. DOT approved mix designs for 20-year, 300,000 ESAL's (equivalent single axle load) design.
2. Utilize a minimum of 50% crushed stone.
3. Aggregate gradation requirements:

Sieve Size	Total % Passing
3/4 inch	100%
1/2 inch	75 - 95%
3/8 inch	60 - 90%
#4	45 - 80%
#8	30 - 60%
#16	20 - 50%
#30	15 - 40%
#50	10 - 25%
#100	5 - 15%
#200	3 - 6%
4. Air voids modified to 4% using regression for light traffic applications (if necessary).
5. Asphalt Cement: 5.5% to 6.5%.
6. PG: DOT approved for geographic region of project
7. Reclaimed Asphalt Pavement (RAP) as percent of total weight of the mixture:
 - a. HMA Base: Maximum 35%. State DOT blending requirements: AASHTO M323.
 - b. HMA Binder/Leaving: Maximum 25%. Use virgin binder one grade softer, for both high and low temperature, than specified if RAP greater than 20%.
 - c. HMA Surface: Maximum 20%. No change in binder selection.
 - d. HMA Mixtures with Polymer Asphalt: Maximum 10%.
 - e. Greater than 25% RAP or Combination: Use virgin asphalt binder grade in accordance with State DOT blending requirements and AASHTO M 323.
8. Bond Coat: RS-2.

4.2 CONCRETE MATERIALS

A. Concrete: Ready Mix Concrete conforming to ASTM C-94.

1. Design mix to project normal-weight concrete consisting of Portland cement, aggregate, air entraining admixture and water to produce the following properties:
 - a. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated.
 3. Air Content: 6 percent ±1 percent.
 4. Slump 1-4 inch maximum.
 5. Water/Cement Ratio: 0.5 maximum.
- B. Portland Cement: ASTM C 150, Type I: Use same brand of cement throughout project.
- C. Fly Ash: ASTM C618, Type F.
- D. Aggregates: Grade aggregates according to ASTM C136 Class M, Exposure 4:
 - a. Coarse aggregate ASTM C33-55, Number 57.
 2. Fine aggregate ASTM C33.
- E. Water: Potable.
- F. Admixtures:
 1. Air Entraining Admixture: - ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
 2. Calcium Chloride: Do not use calcium chloride in concrete. Do not use admixtures containing calcium chloride in concrete mixes.

G. Fiber:

1. Polypropylene, ASTM C1116 Type III.
2. Fiber mesh 300 e3, or equal.
3. Graded Length (3/4" - 2 1/2").
4. 1.5 lbs per cubic yard in dumpster pad slab area.

H. Expansion Joint Materials: Joint Filler: Shall be a preformed fiber joint material composed of blended, bonded, flexible and waterproof fiber meeting the requirements of AASHTO M213, or approved equal.

I. Liquid-Membrane Forming Curing Compound: Complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.055 gr./sq. cm. when applied at 200 square feet per gallon. Color shall be Clear or White.

J. Bonding Compound: Acrylic base, rewettable type.

1. Dayton Superior; Product - Superior Concrete Bonder (J-41).
2. Euclid Chemical; Product - Euco-Weid.
3. L & M Chemicals; Product - Everweid.

K. Joint Sealant Materials: Joint sealant shall be a gray elastomeric silicone or polyurethane sealant designed for concrete expansion and control joints conforming to ASTM C920, or approved equal.

L. Concrete Sealer: "Scofield" cementone clear sealer. Apply per manufacturer's recommendations.

M. Optional Concrete Color Hardener: "Scofield" Lithochrome, A33 "Classic Grey", apply per manufacturer's recommendations.

4.3 PAVEMENT MARKINGS

H. Marking paint shall meet Federal Specification GSA-FSST-P-115E Type 1.

1. Size and Color: 4-inch width, white, yellow, blue or other color depending on intended use. Color as indicated on the Drawings.
2. Traffic paint shall be spray type for stripe marking. Contractor may use one of the following:
 1. RepcoIte 47610 Traffic Marking Paint: - white and 47660 Traffic Marking Paint - yellow.
 2. Sherwin Williams - Setfast Low VOC Acrylic Traffic Marking Point TM 5623 (White), TM 5627 (Yellow).
 3. See site plan and details for specific colors for different elements.

K. Thermoplastic Marking system: 90 mil thickness (minimum), continuous heat applied, double drop reflective media, 3M (or approved equal) All Weather.

4.4 ADA TRUNCATED DOMES

A. Install at all sidewalk ramps in public right of way, or as required by municipality. Materials shall comply with current ADA accessibility guidelines specifications.

B. Approved manufacturers:

1. Armor-tile, vitrified polymer composite (VPC).
2. East Jordan Iron Works (EJW), Series 7005 cast-iron warning plate. Color: Brick Red, Federal Color No. 22144.
3. ADA Solutions, Inc. tactile warning surface, glass and carbons reinforced composite.
4. Duralast, detectable warning, cast iron plates.

PART 5 - LANDSCAPING MATERIALS

5.1 Plant Materials: Certified by state Department of Agriculture, described by ANSI Z60.1, and free of disease or hazardous insects. Nursery stock shall meet the USA Standards of Nursery Stock (USA Standard 260.1, latest edition) as published by the American Association of Nurserymen.

5.2 MISCELLANEOUS LANDSCAPE MATERIALS

A. Slow Release Fertilizer for Trees and Shrubs: Slow release plant food tablets with a guaranteed analysis of 14-3-3, 17 grams with a 2 to 3 year duration, Woodace Briquets as manufactured by Vigoro Industries, Fairview Heights, IL, or approved equal. Install at rate of 6 tablets per 1-inch caliper of trunk. Install for shrubs per manufacturer's recommendations.

B. Wrapping Materials: Burlap or arboricultural tree wrapping paper of 40-pound weight or greater with crepe surface. Wrap shall be secured with twine or weather-tolerant tape or equal as approved by Civil Engineer.

C. Stakes: New 2 inch by 2-inch hardwood lumber stakes, cedar or galvanized steel posts, 6 feet in length minimum, pointed end. Only 1 type, wood or metal, shall be used.

D. Tree Supports: Noncorrosive, of sufficient strength to withstand wind pressure and resultant movement of plant life, minimum 12-gauge wire or flexible 2 to 3-inch-wide nylon or plastic straps.

E. Plant Protectors: Rubber sleeves of suitable length over cable to protect plant stems, trunks, and branches to be 1/2 inch inside diameter reinforced rubber hose. All sleeves shall be uniform in color.

F. Anti-Desiccant: An emulsion, which provides a protective film over plant surfaces, sufficiently permeable to permit transpiration, delivered in containers of the manufacturer; they must be mixed in accordance with his directions. "Dow Wax" by Dow Chemical Company, and Wilt Proof by Nursery Specialty Products, Inc., Groton Falls, New York, or approved equals acceptable.

G. Tree, Shrub, and Parking Lot Island Mulch: Mulch shall be double shredded, both high and low temperature, than specified if RAP greater than 20%.

H. Weed Barrier Fabric: Polypropylene or polyester geotextile separation fabric, 3 oz./sq. yd. (101g/sq. m) minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.

I. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

J. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

5.3 MAINTENANCE

A. Maintenance shall be the responsibility of the Contractor throughout the warranty period until Final Acceptance.

1. Final Acceptance for Plantings: Certificate of Final Acceptance shall be executed after landscape plantings are reviewed by the Construction Manager, Civil Engineer, and Owner, one year from Substantial Completion, and have determined that the maintenance and warranty requirements have been satisfactorily performed. Following Final Acceptance, maintenance will be considered the responsibility of the Owner.
2. Maintenance by the Contractor shall include:
 - a. Supplying necessary labor and equipment.
 - b. Performing necessary watering, cultivation, weeding, pruning, wound dressing, disease and insect pest control, protective spraying, replacement of unacceptable material, straightening plants that lean or sag, adjustment of plants that settle or are planted too low, and any other procedure consistent with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all Work under this Contract.
 - c. Visits to perform the foregoing Work shall be as necessary as the weather may require.
 - d. Disease and Insect Pest Control: Inspect all plant materials as necessary to locate any disease or insect pest infestations. Upon the discovery of any disease or insect pest infestation, identify, or have identified, the nature and species of the disease or insect pest, and the method of control to the Construction Manager for approval prior to application of control measures.
 - e. Removal of all support stakes and wrapping.

5.4 WARRANTY

A. Warranty all plant materials against defects, including unsatisfactory growth and death. This warranty does not include plantings damaged by others, or unusual phenomena or incidents that are beyond the Contractor's control.

1. At the end of the warranty period, all plants shall be alive and growing in a healthy, vigorous manner.
2. The Owner reserves the right to reject any plant materials that have lost major mature branches prior to final acceptance, and, therefore, no longer meet the specifications for quality as specified.

PART 6 - ELECTRICAL

6.1 COMMON WORK RESULTS FOR ELECTRICAL

A. Provide all materials and equipment and perform all labor required to install new complete electrical system as indicated on Drawings, as required by code and as specified herein.

1. Temporary service as required.
2. Primary distribution by electric company.
3. Secondary service and metering installation by contractor.
4. Telephone system conduit and cables as shown on the drawings.
5. Exterior lighting fixtures and lamps, installation and wiring.

B. This Contractor shall furnish all labor, materials and equipment necessary to install all of the 208/120-volt electrical service from the utility company transformer to the service entrance equipment, including cables, conduit, pull wire, and ground rod and sleeve. Contractor shall coordinate installation of the main electrical disconnect with this Work.

C. Electrical equipment furnished by other trades or by this Contractor and specified in or indicated on Contract Documents shall be installed and connected by this Contractor, except as otherwise noted. Provide branch circuit connections to electrically operated equipment furnished by others as specified in or indicated on the Contract Documents. Temporary wiring for other Contractors shall be furnished and installed by this Contractor who shall be entirely responsible for the safe and satisfactory operation of said temporary wiring. Comply with latest requirements of Occupational Safety and Health Act (OSHA). Provide personnel ground fault protection on all temporary power and lighting circuits 30 amperes or less. Ground fault circuit interrupters on construction circuits are not required where circuit is a permanent circuit to be a part of the completed building. However, Contractor shall provide approved cord sets incorporating GFCI protection for personnel. Refer to the National Electrical Code (NEC).

D. All Work shall be done in accordance with:

1. NEC.
2. Codes: state, city and county building codes and ordinances.
3. National board of fire underwriters.
4. Certain codes and standards as set up by various technical societies such as UL, NEMA, IEEE, ASTM, IES, IPCEA, and ANSI.
5. This Work shall be governed also by local inspector's requirements.
6. Federal occupational safety and health act standards.
7. Americans with Disabilities Act.

E. All permits required by laws, ordinances and building codes having jurisdiction shall be obtained at proper time by and at the expense of this Contractor.

F. All electrical work shall be inspected by the governmental agency having jurisdiction, including local inspection authorities.

G. Owner reserves the right to direct removal and replacement of any item which do not present an orderly or reasonably neat or workmanlike appearance, provided that such item can be properly installed in such orderly way by methods used in such work, additionally, owner or direct removal and replacement of any item which does not comply with Contract Drawings or Specifications, such removals or replacements shall be at the sole discretion of the Owner and shall be done by Contractor, at the Contractor's expense, when so directed in writing by the Owner.

H. Electrical Contractor shall guarantee his workmanship and material for a period of one year from date of substantial completion and leave his work in perfect order at completion.

I. Should defects develop within guarantee period, this contractor shall, upon notice of same, remedy defects and have damages to other work or furnishings caused by defects or work or correcting same repaired and/or replaced at his expense to condition before such damage.

J. Within 90 days after the date of system acceptance, record drawings of the actual installation shall be provided to the building Owner; record Drawings shall include as a minimum the location and rating of each piece of equipment, general configuration of wire and conduits including sizes and routing, etc.

6.2 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

A. Conductors shall be copper, unless noted otherwise on the drawings, the minimum copper wire sizes for wet and dry areas as defined by the NEC shall be as follows:

1. 20 AMP CKT BKR OR FUSE = #12 AWG, THHN/THWN.
2. 30 AMP CKT BKR OR FUSE = #10 AWG, THHN/THWN.
3. 40 AMP CKT BKR OR FUSE = #8 AWG, THHN/THWN.
4. 50 AMP CKT BKR OR FUSE = #6 AWG, THHN/THWN.
5. 100 AMP CKT BKR OR FUSE = #3 AWG, THHN/THWN.
6. 125 AMP CKT BKR OR FUSE = #1 AWG, THHN/THWN.
7. 200 AMP CKT BKR OR FUSE = #3/0 AWG, THHN/THWN.

B. The following color code shall be used:

<u>208/120 Volt</u>	
Phase A	Black
Phase B	Red
Phase C	Blue
Neutral	White
Ground	Green
Isolated Ground	Green/Yellow Tracer

SITE NUMBER:	13398
BUILDING TYPE:	(2.0) SMART 40+
ASSET TYPE:	FREESTANDING
CLASSIFICATION:	NEW
OWNER:	FRANCHISE
BASE VERSION:	2021
UPGRADE CLASSIFICATION:	NEW BUILD
PROJECT YEAR:	2021
DESIGN TYPE:	(2.0) UM BRITE
DRAWING RELEASE:	SUMMER 2021



EDIN CORALIC, R.A. NCARB
2643 CAROUSEL DRIVE
ST. LOUIS, MO. 63125
(314)578-4953

PROJECT TYPE: NEW
SMART 40+

Wendy's
4245 North Pony Express Parkway
Eagle Mountain, UT

REV. DATE	DESCRIPTION
1/28/2022	DRC COMMENTS

ISSUE DATE: 12/31/2021
PROJECT NUMBER: 21-011
DRAWN BY: IT
CHECKED BY: EC

SEAL

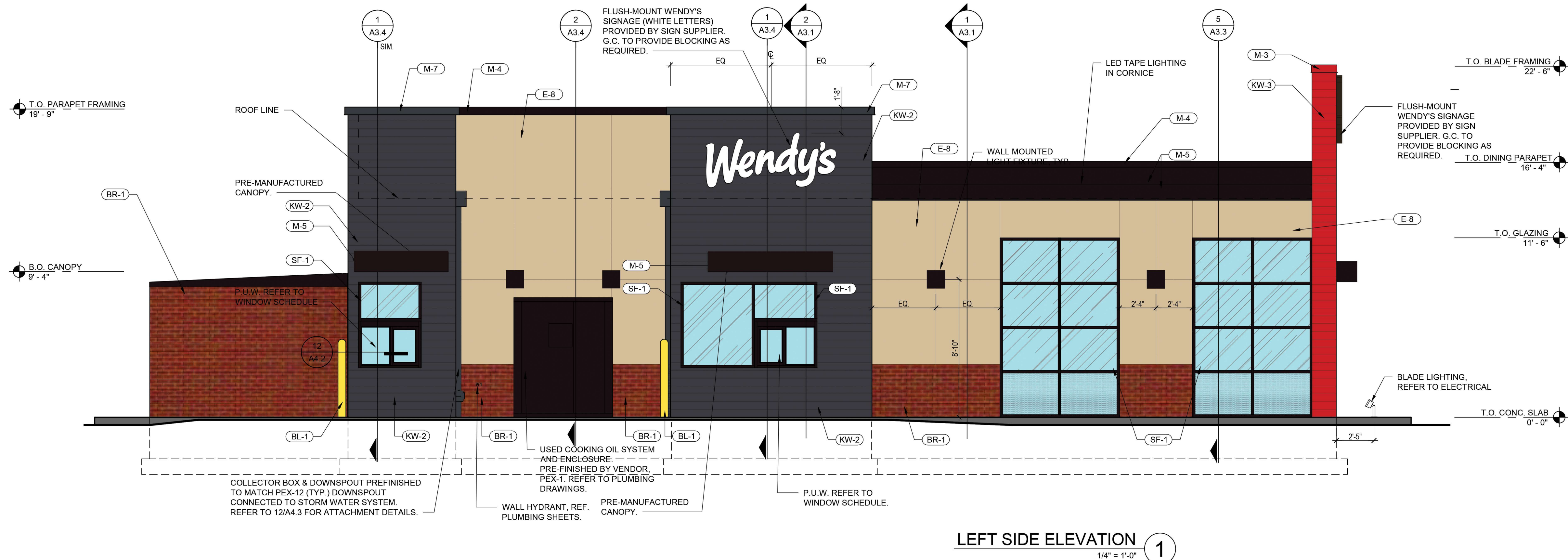
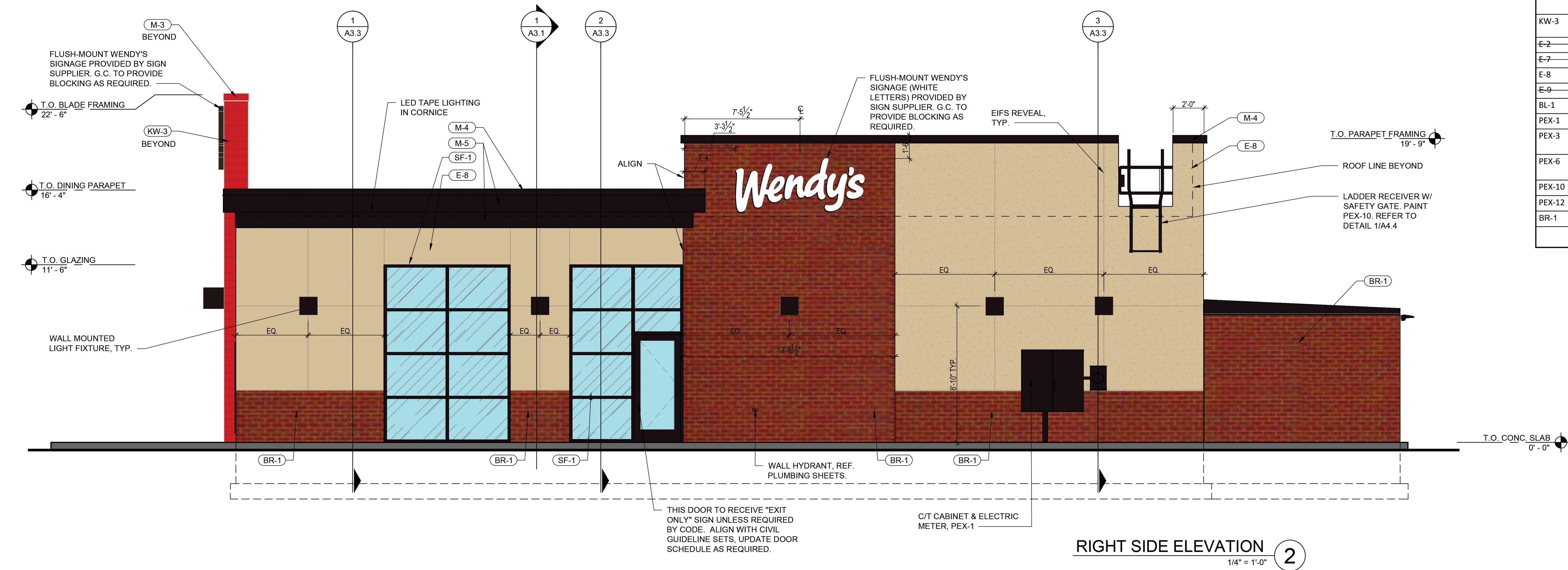
SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER

A2.2

EXTERIOR FINISH SCHEDULE

SF-1	STOREFRONT - "DARK BRONZE"
PUW	PICK-UP WINDOW TO MATCH STOREFRONT
M-1	PARAPET CAP/ BRAKE METAL - "DARK BRONZE"
M-3	EXCEPTIONAL METALS - "BRIGHT RED"
M-4	EXCEPTIONAL METALS - "SILVER METALLIC"
M-5	BRAKE METAL - "CLEAR ANODIZED"
M-7	EXCEPTIONAL METALS - "CUSTOM DARK GREY"
KW-1	KNOTWOOD PREFINISHED ALUMINUM SIDING MATERIAL - "LIGHT OAK"
KW-2	KNOTWOOD PREFINISHED ALUMINUM SIDING MATERIAL - "KNIGHTS ARMOUR"
KW-3	KNOTWOOD PREFINISHED ALUMINUM SIDING MATERIAL - "BRITE RED MATT"
E-2	EIFS - "WENDY'S RED"
E-7	EIFS - "DARK GREY"
E-8	EIFS - "TAN"
E-9	EIFS - "SILVER" (SMOOTH FINISH)
BL-1	BOLLARD SLEEVE - "YELLOW"
PEX-1	PAINT - DARK BRONZE (SEE PAINT SCHEDULE)
PEX-3	PRE-FINISHED DARK BRONZE SIGN CABINETS (SEE PAINT SCHEDULE)
PEX-6	PRE-FINISHED WALK-IN FREEZER / COOLER DARK BRONZE (SEE PAINT SCHEDULE)
PEX-10	PAINT / POWDER COAT- BLACK (SEE PAINT SCHEDULE)
PEX-12	PAINT- DARK GREY (SEE PAINT SCHEDULE)
BR-1	GLEN-GERY THIN BRICK VENEER - OLDE DETROIT





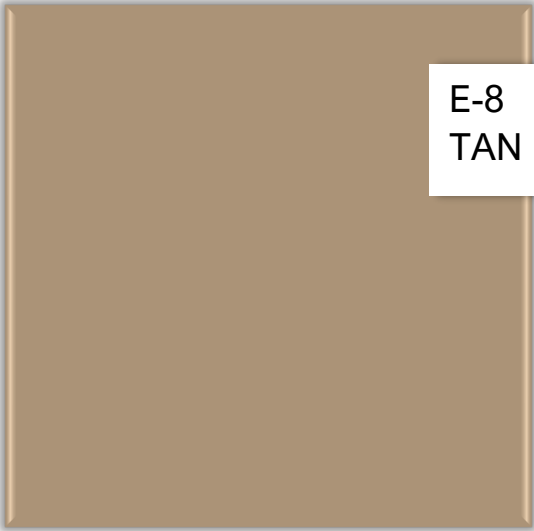
4245 NORTH PONY EXPRESS PARKWAY
EAGLE MOUNTAIN, UT

PEX-10
BLACK

PEX-1, PEX-6
DARK BRONZE

M-7, PEX-12
DARK GREY

KW-2
KNOTWOOD
KNIGHTS AMOUR



E-8
TAN

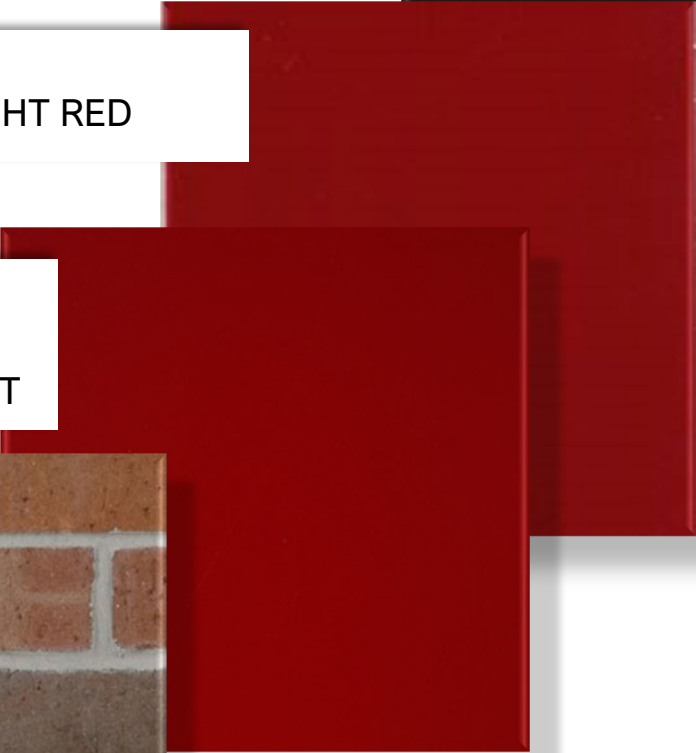
BR-1 GLEN-GERY
THIN BRICK VENEER-
OLDE DETROIT



KW-3
KNOTWOOD
BRITE RED MATT

M-3
BRIGHT RED

SF-1, M-1
DARK BRONZE

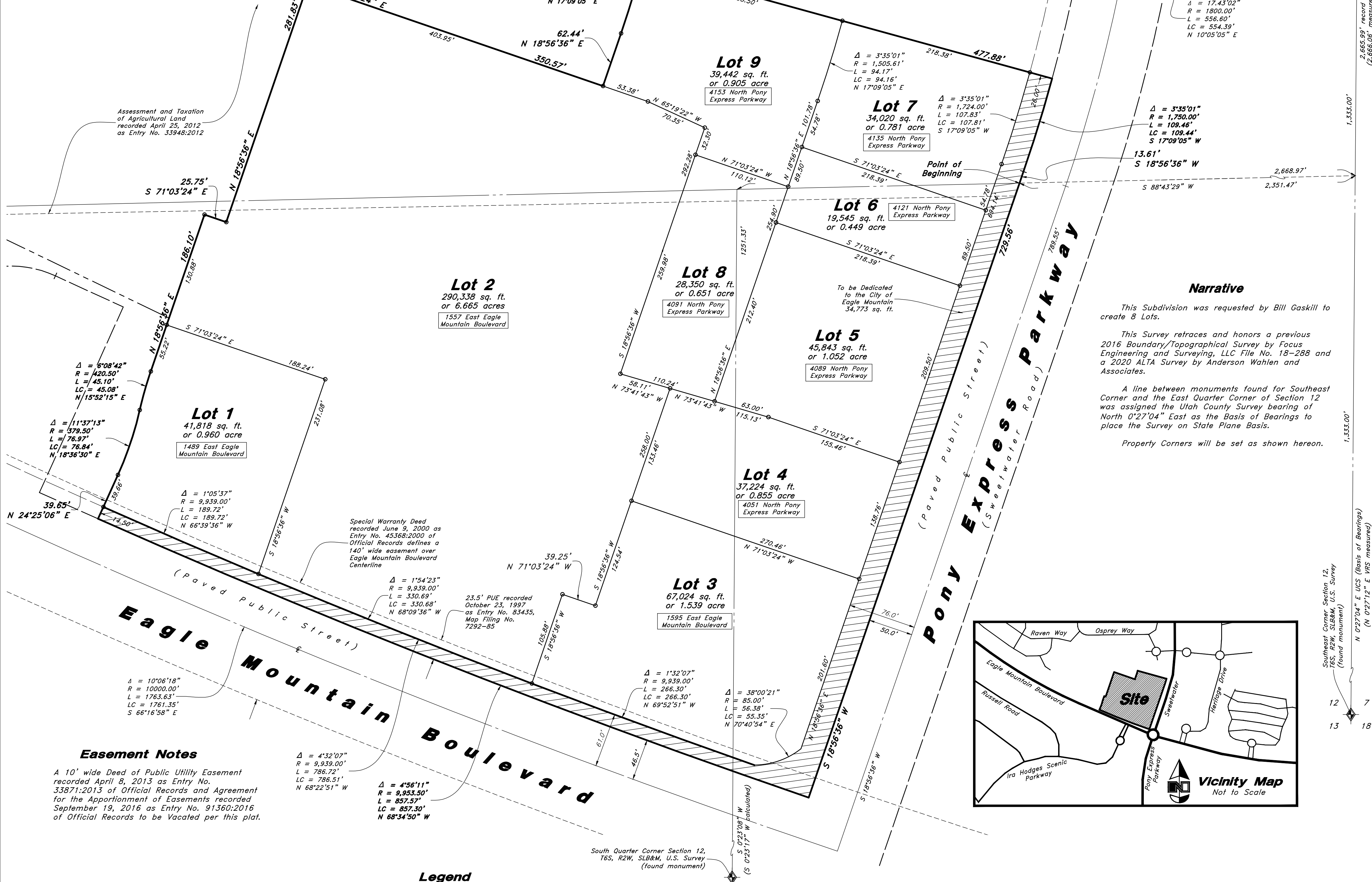


Market Place at Eagle Mountain City Center Subdivision

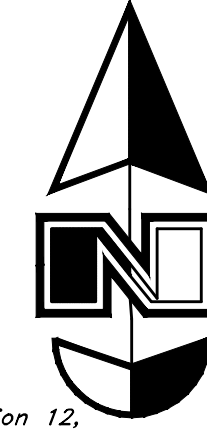
A part of the South Half of Section 12, Township 6 South, Range 2 West,
Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah
January 2021

Calculations Table

Total Acreage	= 14.655 acres
Total Acreage in Lots after dedication	= 13.870 acres
Average Lot size	= 75,523 sq. ft. or 1.734 acres
Largest Lot size	= 6.665 acres
Smallest Lot size	= 0.651 acres
Total Number of Lots	= 8 Lots



Scale: 1" = 60'



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

Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold Certificate No. 362256 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify for, and on behalf of Anderson Wahlen & Associates that by authority of the owners I have completed a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as Eagle Mountain City Center Subdivision.

Boundary Description

A part of the South Half of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah;

Beginning at a point on the Westerly Line of Sweetwater Road as it exists at 50.00 foot half-width located 1333.00 feet North 0°27'04" East along the Section Line; and 2351.47 feet South 88°43'29" West along the Sixteenth Section Line from the Southeast Corner of said Section 12; and running thence South 18°56'36" West 729.56 feet along said Westerly Line of Sweetwater Road to the Northerly Line of Eagle Mountain Boulevard as it exists at 46.50 foot half-width; thence Northwesterly along the arc of a 9953.50 foot radius curve to the right a distance of 857.57 feet (Center bears North 18°57'04" East, Central Angle equals 4°56'11" and Long Chord bears North 68°34'50" West 857.30 feet) along said Northerly Line of Eagle Mountain Boulevard; thence North 24°25'06" East 54.16 feet to a point of curvature; thence Northwesterly along the arc of a 379.50 foot radius curve to the left a distance of 76.97 feet (Central Angle equals 11°37'13" and Long Chord bears North 18°36'30" East 76.84 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 420.50 foot radius curve to the right a distance of 45.10 feet (Central Angle equals 6°08'42" and Long Chord bears North 15°52'15" East 45.08 feet to a point of tangency; thence North 18°56'36" East 186.10 feet; thence South 71°03'24" East 25.75 feet; thence North 18°56'36" East 281.83 feet; thence South 71°03'24" East 350.57 feet; thence North 18°56'36" East 62.44 feet to a point of curvature; thence Northwesterly along the arc of a 1272.12 foot radius curve to the left a distance of 79.57 feet (Central Angle equals 3°35'01" and Long Chord bears North 17°09'05" East 79.56 feet); thence South 74°38'24" East 477.88 feet to the Westerly Line of Sweetwater Road; thence along said Westerly Line the following two courses: Southwesterly along the arc of a 1750.00 foot radius curve to the right a distance of 109.46 feet (Center bears North 74°38'25" West, Central Angle equals 3°35'01" and Long Chord bears South 17°09'05" West 109.44 feet to a point of tangency; and South 18°56'36" West 13.61 feet to the point of beginning.

Contains 638,376 sq. ft.
or 14.655 acres
8 Lots

PRELIMINARY

Date:

Bruce D. Pimper
Utah PLS No. 362256

Owner's Dedication

We, the undersigned owners of all the real property depicted on this plat described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into 8 lots, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

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

Monte Vista Ranch LC

by:
its:

Acknowledgment

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

Residing at: _____
Commission Expires: _____

Print Name _____ A Notary Public

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____.

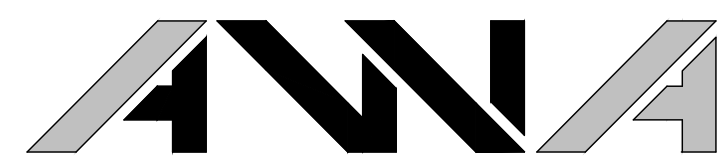
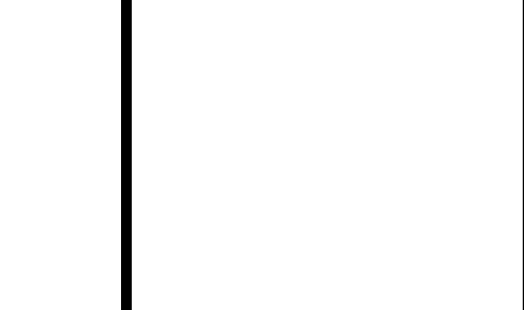
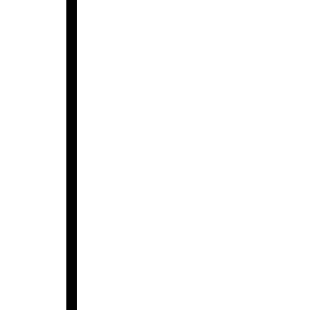
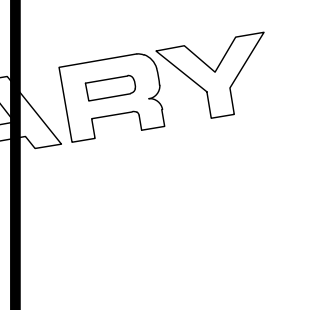
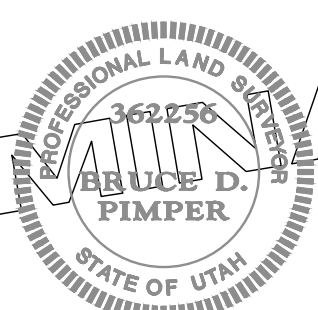
Approved by Mayor _____ Approved by City Attorney _____

City Council Chair _____ Attest by City Recorder
(See Seal Below)

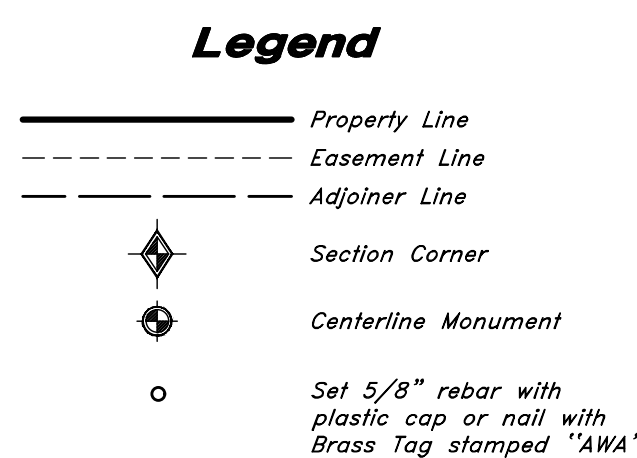
Market Place at Eagle Mountain City Center Subdivision

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

SURVEYORS SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL CLERK-RECORDER SEAL



ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801.521-8529 - AWAengineering.net



Planning Commission Approval

Approved this _____ day of _____ A.D. 20____
by the Planning Commission.

Secretary, Planning Commission _____

Chairman, Planning Commission _____

Eagle Mountain City Engineer Approval

Approved this _____ day of _____ A.D. 20____
by the City Engineer.

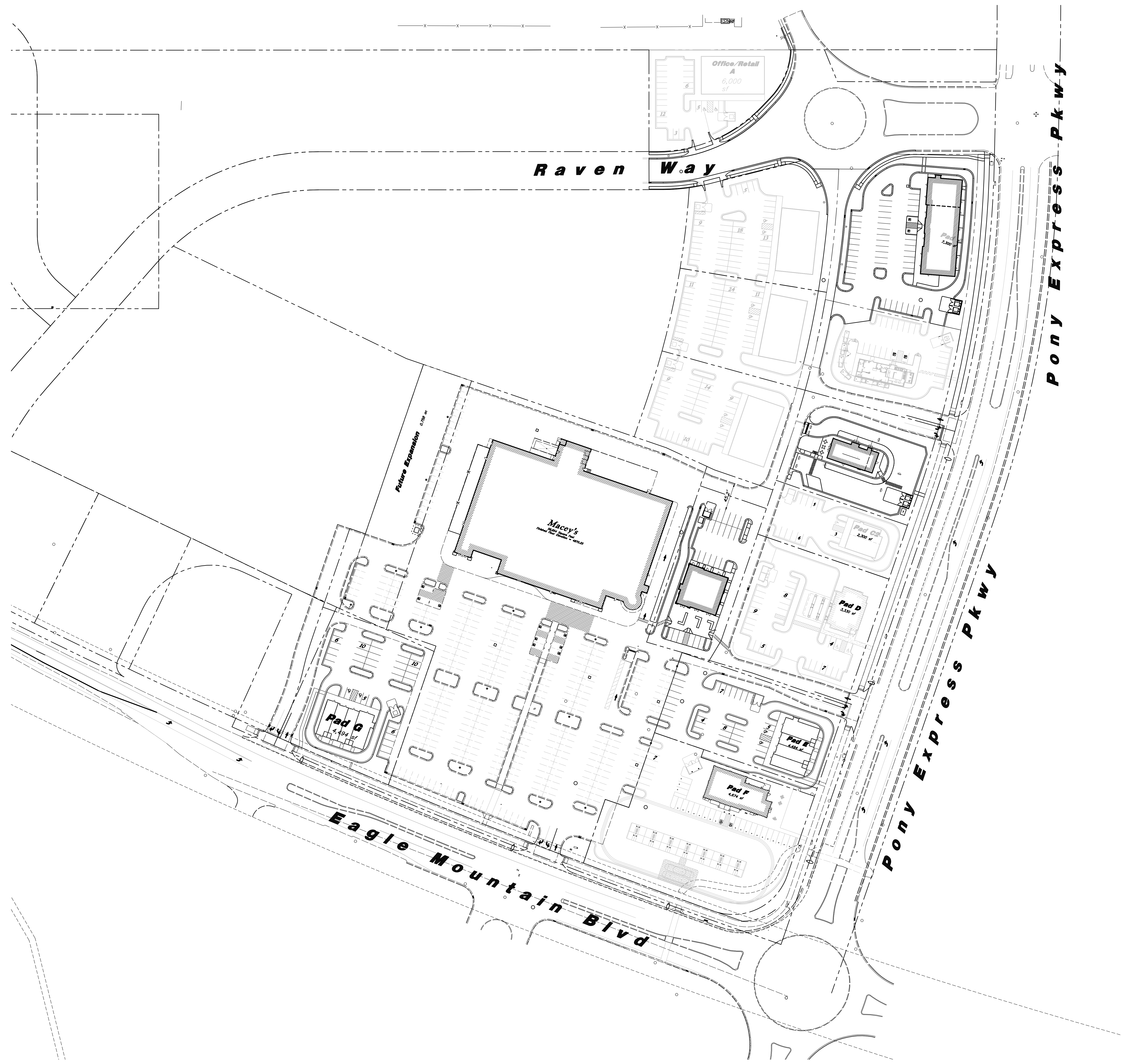
City Engineer _____

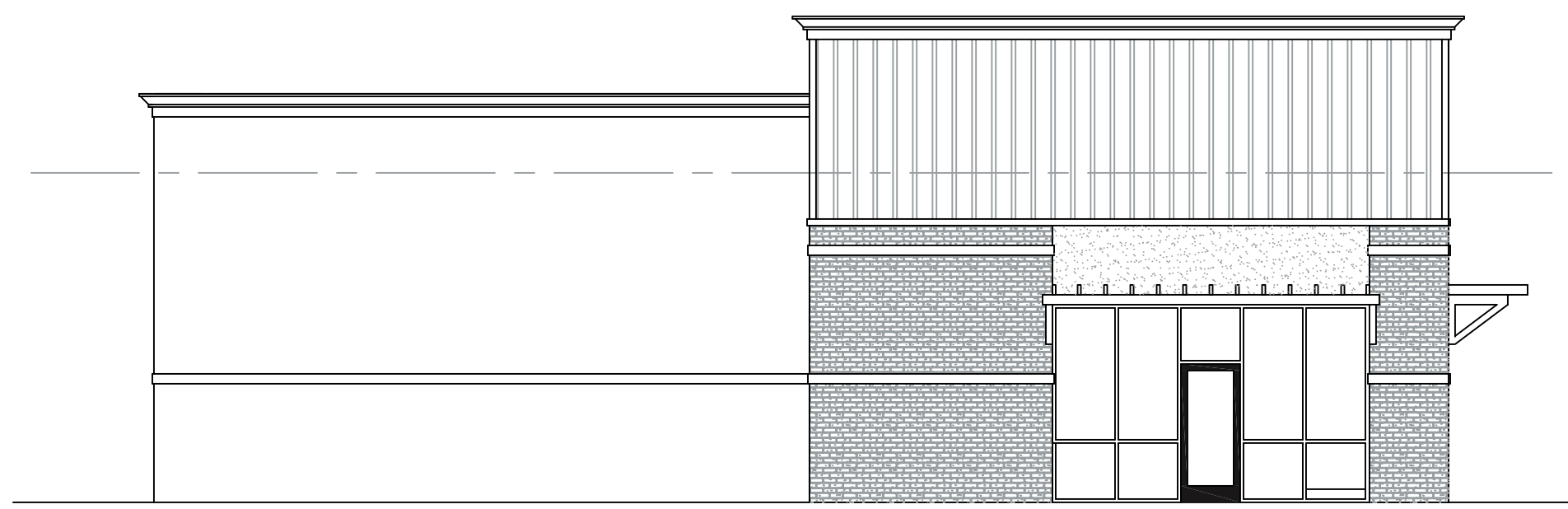
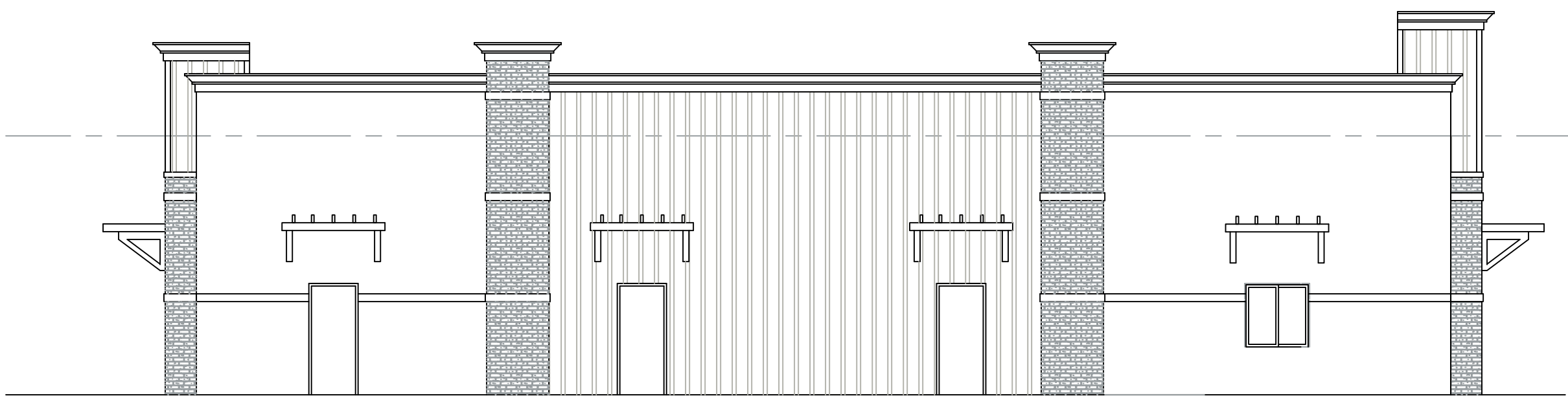
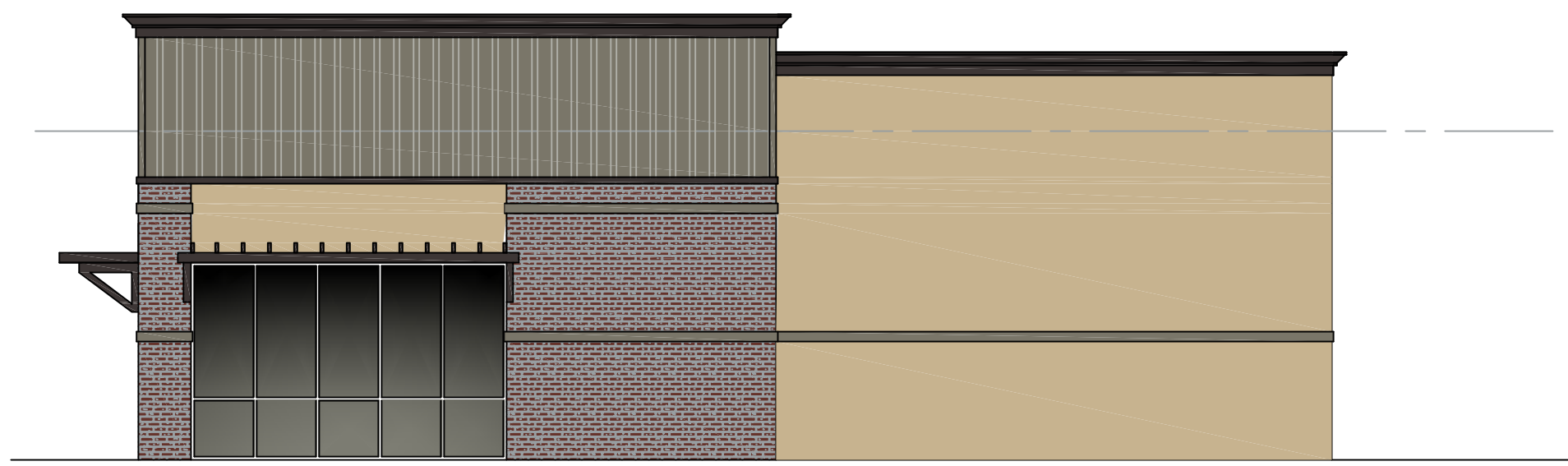
Eagle Mountain City Attorney

Approval as to form this _____ day of _____ A.D. 20____
by the Eagle Mountain City Attorney.

Eagle Mountain City Attorney _____

PRELIMINARY





ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VINCENT DESIGN GROUP, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED WITH THIS SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN CONSENT OF VINCENT DESIGN GROUP, INC. WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SEC. 506 UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION, IN VIOLATION OF I.C. 24-2-31 ET. SEQ. AND OTHER LAWS.

PROPOSED NEW STRIP BUILDING:
EAGLE MOUNTAIN TOWN CENTER

EAGLE MOUNTAIN
ELEVATIONS

ARCH. PROJECT NO:	XX-XXX
DATE:	1/15/20
DRAWN BY:	BRENT
CHECKED BY:	
DESIGNED BY:	
© COPYRIGHT VDG ARCHITECTS	

DATE	REVISION

SHEET TITLE
A-2.00
ARCHITECTURAL 1 of 1

VINCENT DESIGN GROUP, INC.
ARCHITECTS AND PLANNERS

401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH - (801)484-2046



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah Authorizing the Finance Director and Treasurer to Make Changes to the Eagle Mountain City's Public Treasurer's Investment Fund (PTIF) Accounts.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	NA		
APPLICANT:	EM City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Fionnuala Kofoed, Recorder's Office PRESENTED BY: Fionnuala B. Kofoed	RECOMMENDATION: Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah Authorizing the Finance Director and Treasurer to Make Changes to the Eagle Mountain City's Public Treasurer's Investment Fund (PTIF) Accounts. BACKGROUND: The State Treasurer's Office requests that entities utilizing the State PTIF accounts adopt a resolution naming at least two individuals who are authorized to make the following changes to the organization's PTIF accounts: • Add or delete users to access and/or transact with PTIF accounts; • Add, delete, or make changes to bank accounts tied to PTIF accounts; • Open or close PTIF accounts; and • Complete any necessary forms in connection with such changes. With the recent staffing changes, it is necessary for the City Council to adopt a new resolution updating the names of those authorized to		

utilize the PTFI accounts.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--PTIF Authorized Users](#)

[Exhibit - Authorized Users](#)

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH AUTHORIZING
CERTAIN EMPLOYEES TO ACCESS
PUBLIC TREASURERS' INVESTMENT FUND ACCOUNTS**

WHEREAS, the Utah State Treasurer's Office requires public entities to authorize users to access Public Treasurers' Investment Fund (PTIF) accounts;

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

1. The employees named on the Public Entity Resolution form, attached to this Resolution as Exhibit A, be authorized to add or delete users to access and/or transact with PTIF accounts; to add, delete or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Eagle Mountain City.

2. This Resolution shall be effective on the date it is adopted.

ADOPTED by the City Council of Eagle Mountain City this 15th day of February, 2022.

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 15th day of February, 2022.

Those voting aye: abstaining:	Those voting nay:	Those excused:	Those
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City
Recorder

Exhibit A

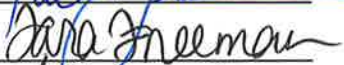


Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Tom Westmoreland (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Eagle Mountain City (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Paul Jerome	City Administrator	pjerome@emcity.org	
Tara Freeman	City Treasurer	tfreeman@emcity.org	
Kimberly Ruesch	Finance Director	kruesch@emcity.org	

The authority of the named individuals to act on behalf of Eagle Mountain City (Name of Legal Entity) shall remain in full force and effect until written revocation from Eagle Mountain City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the _____ day of _____, 20____, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Tom Westmoreland	Mayor

STATE OF UTAH)
COUNTY OF _____)

Subscribed and sworn to me on this _____ day of _____, 20____, by Tom Westmoreland (Name), as Mayor (Title) of Eagle Mountain City (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands known as Eagle Mountain Data Campus.		
ITEM TYPE:	Rezone and Concept Plan		
FISCAL IMPACT:			
APPLICANT:	Corey Berg, representing Bell Street Investments		
GENERAL PLAN DESIGNATION Business Park/Light Industry	CURRENT ZONE Agricultural (Ag)	ACREAGE 480	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Staff recommends that the City Council approve the application request for the reasons set forth in the staff report or table the item pending finalization of RTI zone updates/changes.

BACKGROUND:

The subject property comprises 480 (“per a submitted County Tax Parcel Map”) or 490 (per a submitted Rezone Application) acres of land identified as Parcel #s 59-058-0001 and 59-058-0002 located in the southwest quadrant/region of the City. The property is generally located near 1000 North and 16000 West.

The Property is currently zoned “Agricultural” and is located within an “Business Park/Light Industry” land use per the City’s adopted General Plan Future Land Use Map. The Applicant proposes that the Property be assigned the “Regional Technology and Industry (RTI) Overlay Zone” to facilitate development of a data center on the Property. Following discussions on the concept build-out and parking count (both having been determined to be plausible) and the the property's unique ability to provide adequate power to a data center, the Planning Commission voted on January 25th to recommend approval of the proposal.

ITEMS FOR CONSIDERATION:

The Conclusions of Law, required findings, standards and requirements for the proposed Rezone may be found in EMMC §§ 17.090.060. Standards for concept plan reviews are not stated in Eagle Mountain's adopted municipal code. Nevertheless, in evaluating such requests, the City applies common planning principles and reasoning to the evaluation of such applications.

Rezoning (EMMC § 17.90.060):

Compliance with General Plan: Property zoning will be compatible with the General Plan Future Land Use Map if the requested rezone is approved. A development agreement could be executed to establish special standards, architectural, landscaping and site development controls, utility and right-of-way improvements, etc. if desired/necessary.

Compatibility Determination: The Property is bordered by properties within the Business Park/Light Industrial Future Land Use. Adjoining zoning is Agricultural and the RTI district. Adjoining land uses include agricultural activities and an existing data center.

City Services: Utility and emergency services are, or may be made, available to the property.

Traffic Generation: Traffic analysis will be handled at the site plan review stage.

REQUIRED FINDINGS:

Approval criteria [Conclusions of Law] for a Rezone are listed in EMMC §§ 17.90.060. Rezones are legislative decisions and are considered valid if reasonably debatable and not illegal.

Concept plans are non-binding and are opportunities for the Council to provide feedback to the applicant.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On January 25th the Planning Commission reviewed the proposed rezone and concept plan and moved to recommend approval to the City Council of the rezone to apply the Regional Technology and Industry Overlay Zone to the Eagle Mountain Data Campus property (5-0).

ATTACHMENTS:

ORD--Eagle Mountain Data Campus Rezone
Future Land Use Map and Zoning
Concept Plan
Infrastructure Map

ORDINANCE NO. O- -2022

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS KNOWN AS EAGLE MOUNTAIN DATA CAMPUS

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Eagle Mountain Data Campus, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as Eagle Mountain Data Campus, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 15th day of February, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 15th day of February, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

Posted on _____ by _____ .

Exhibit A

Eagle Mountain Future Land Use Map

Eagle Mountain Site Location

LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

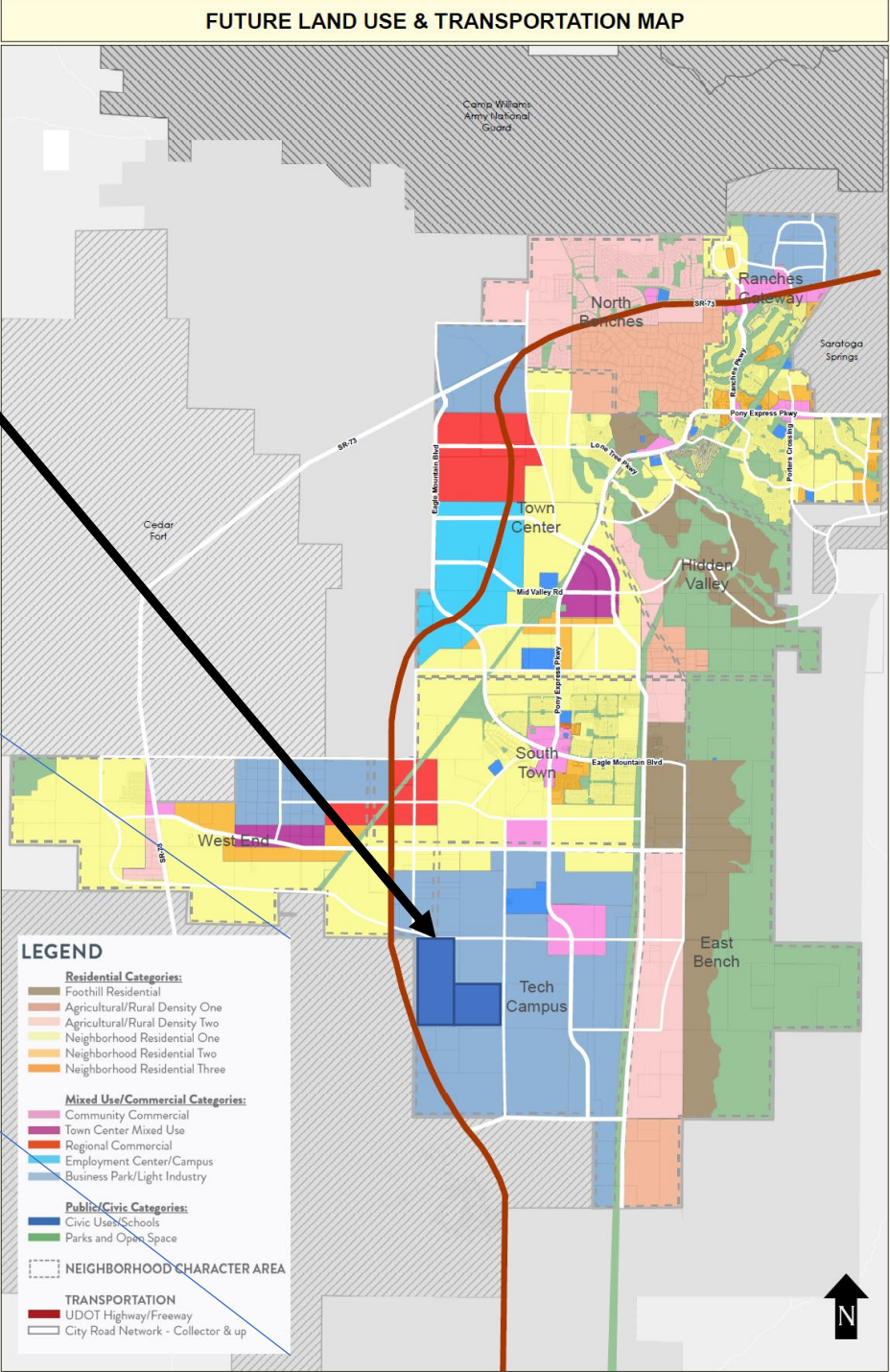
Public/Civic Categories:

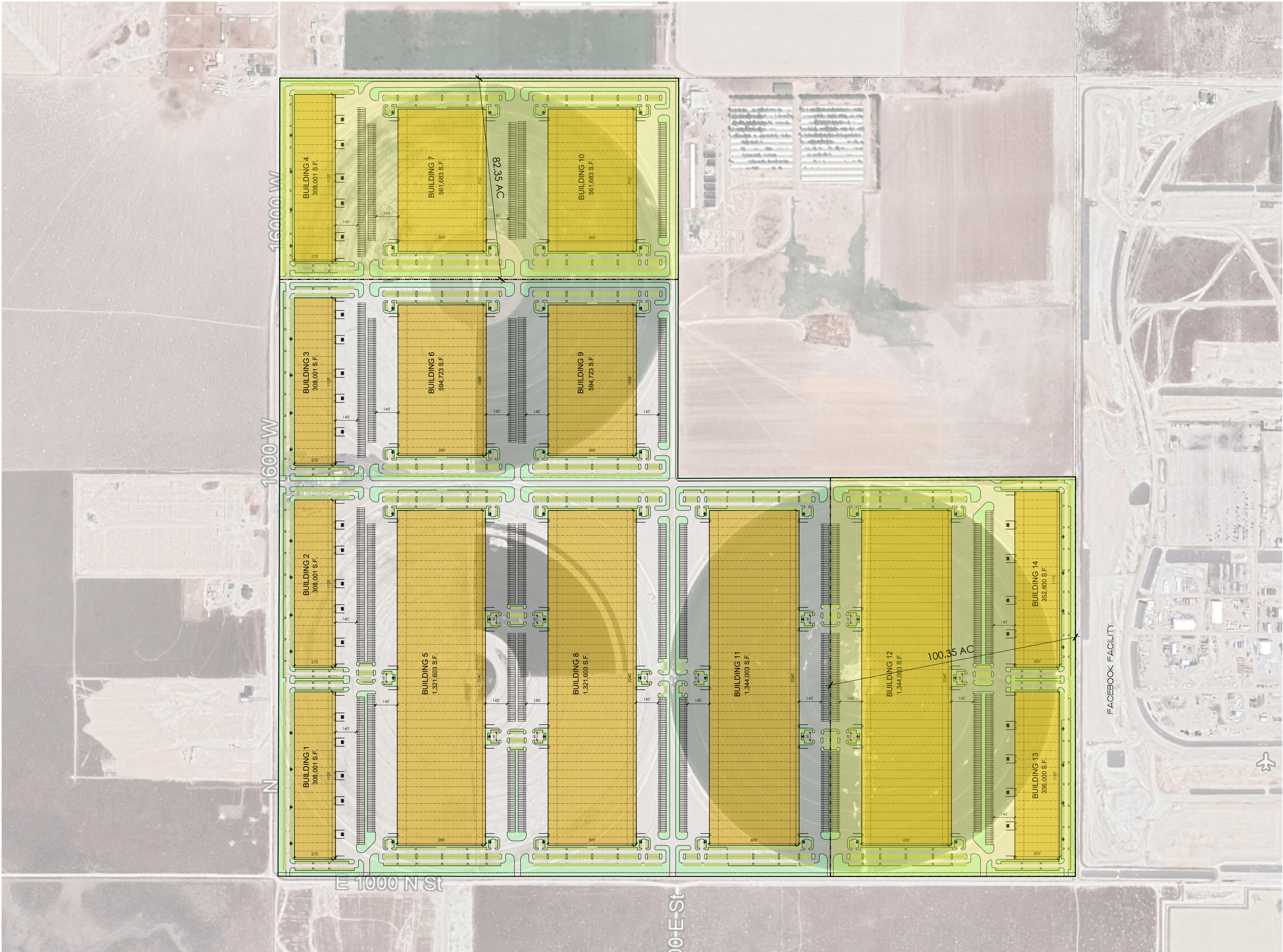
- Civic Uses/Schools
- Parks and Open Space

NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

- UDOT Highway/Freeway
- City Road Network - Collector & up



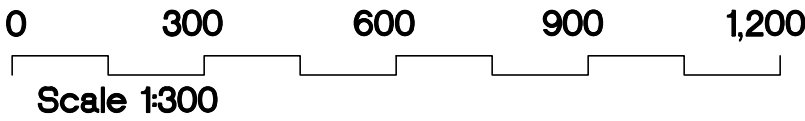


PARKING/BUILDING DATA

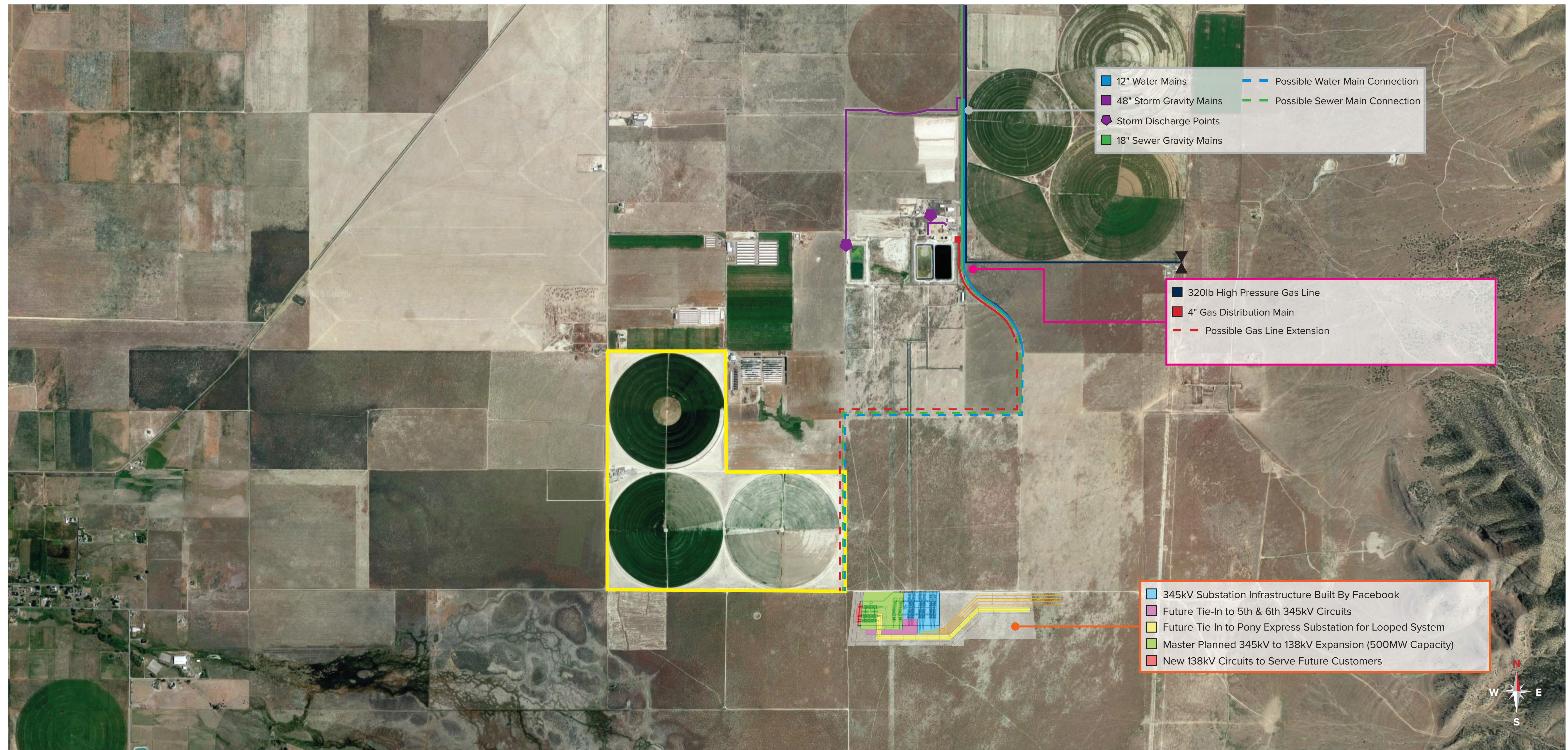
BUILDING 1 - 14	9,564,826 SF
TOTAL PARKING	7,877 SPACES
RATIO	0.82/1,000 S.F.

BUILDING COVERAGE	44.87%
LANDSCAPING	10.18%

CONCEPTUAL SITE PLAN
THIS SITE PLAN IS FOR CONCEPTUAL PLANNING.
THE SITE WILL NEED TO BE SURVEYED TO
ACCURATELY DEFINE ALL BOUNDARIES,
EASEMENTS, UTILITY EASEMENTS, RIGHT-OF-WAYS,
CONFIRM ACCESS LOCATIONS, AND WETLANDS.



Infrastructure Map



CV Properties LC
1254 North O Street, Eagle Mountain, UT 84005
59-058-0001 & 59-058-0002

Adam D. Von Maack
Commercial Real Estate
801.913.6157
Adam@WinCRE.com

Ryan Evans
Commercial Real Estate
801.860.9090
Ryan@WinCRE.com

-  Property Line
-  Water and Sewer Line Information
-  Natural Gas Line Information
-  Power Line Information



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands known as Rush Creek.		
ITEM TYPE:	Rezone and Preliminary Plat		
FISCAL IMPACT:			
APPLICANT:	Dan Ford		
GENERAL PLAN DESIGNATION Business Park/Light Industry	CURRENT ZONE Agricultural (Ag)/RD_	ACREAGE 38.80	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Rush Creek rezone to the LMD Zone and preliminary plat with the following conditions:

1. The project shall provide a 20-foot wide buffer at its eastern end in lieu of the 15 feet shown on the plat.
2. The 20-foot wide north-south trail buffer on the eastern side of the property shall be zoned OS-N.
3. Project shall comply with any requirements from the City Engineer (including submittal of a Traffic Analysis prior to applying for a final plat approval).

BACKGROUND:

In July of 2021 the property (38.80 acres) was changed from the "Employment Center/Campus" General Plan land use to the "Business Park/Light Industry" land use. The applicant has now applied for a rezone from the "Agriculture/Rural Density" to the "Light Manufacturing/Distribution" (LMD) Zone; and preliminary plat approval of/for a 15-lot industrial subdivision.

ITEMS FOR CONSIDERATION:

The Conclusions of Law, required findings, standards and requirements for Rezones and Preliminary Plats may be found in EMMC §§ 17.090.060 and 16.20 respectively.

Rezoning (EMMC § 17.90.060):

A. Compliance with General Plan: The Business Park/Light Industrial future land use is currently assigned to the Property. That land use is compatible with the Light Manufacturing/Distribution Zone per EMMC § Table 17.60.160(1).

B. Compatibility Determination: As the land around this Property is largely vacant, other uses will end up building around the Project. Given the future land use setting overlaid on the land around the site, it is expected that future build-out will be comparable and compatible with Rush Creek.

C. City Services: Utility and emergency services are, or will be made, available to the Property.

D. Traffic Generation: TIS required per City Engineer -- to be submitted prior to preliminary plat review by the City Council or at least before first final plat is approved for any portion of the Project.

E. Property Values: A buffer is included on the east side with a trail, providing some transition to the neighboring property. The property to the north is owned by the applicant and the property to the south is already approved for similar uses.

Preliminary Plat (EMMC §16.20):

The Project has been reviewed by the DRC Committee (December 14, 2021) and Planning Commission (January 25, 2022). Given the plat's present configuration, the Project's design has been found to be in conformance with LMD zoning regulations and preliminary plat standards.

Provided/proposed plat calculations:

Total Acreage --	38.80
Total Lot Count --	15

Total Acreage in Lots –	38.8
Total Acreage in Rights-of-Way –	4.68
Total [Acreage] in Open Space –	0
Average [Building] Lot Size –	2.27 acres
Largest (Building) Lot Size –	3.15 acres
Smallest [Building] Lot Size –	1.95 acres

Right-of-way widths have been evaluated and changes made to plat drawings to accommodate DRC comments. A 65-foot wide north-south collector road (Needle Rock Drive) has been added to the proposed plat at the request of the City Engineer. This road matches the width provided in the approved project to the south.

REQUIRED FINDINGS:

Approval criteria for a Rezone and Preliminary Plat are outlined in EMMC §§ 17.90.060 and 16.20. Rezones are legislative decisions and are considered valid if reasonably debatable and not illegal. Plats are effectually "checklist items" to be approved if all required elements and proper design are provided in their plans.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On January 25th the Planning Commission recommended approval to the City Council (5-0) of the Rush Creek rezone and preliminary plat with the following conditions:

1. Project shall be developed in accordance with the approved preliminary plat, including dedication of required right-of-way;
2. Project shall comply with any requirements from the City Engineer (including a Traffic Impact Study) as are, or may be, set forth for the Project;
3. The Developer's engineer shall correct any spelling, grammar, punctuation, and numbering errors that may be evident on the plat

and/or in the proposed Project plat development notes;

4. The project shall provide a 20-foot wide buffer at its eastern end in lieu of the 15 feet shown on the plat, which adjustment shall be incorporated on a revised final plat and trail illustration to be prepared for presentation to the City Council;

5. The 20-foot wide north-south trail buffer on the eastern side of the property shall be zoned OS-N.

Several of these conditions have been resolved and/or are not necessary. See Staff's recommendation(s) in this report.

ATTACHMENTS:

[ORD--Rush Creek Rezone](#)

[Preliminary Plat](#)

[Concept Plan](#)

[Trail Exhibit](#)

ORDINANCE NO. O- -2022

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS KNOWN AS RUSH CREEK

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Rush Creek, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as Rush Creek, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 15th day of February, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 15th day of February, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

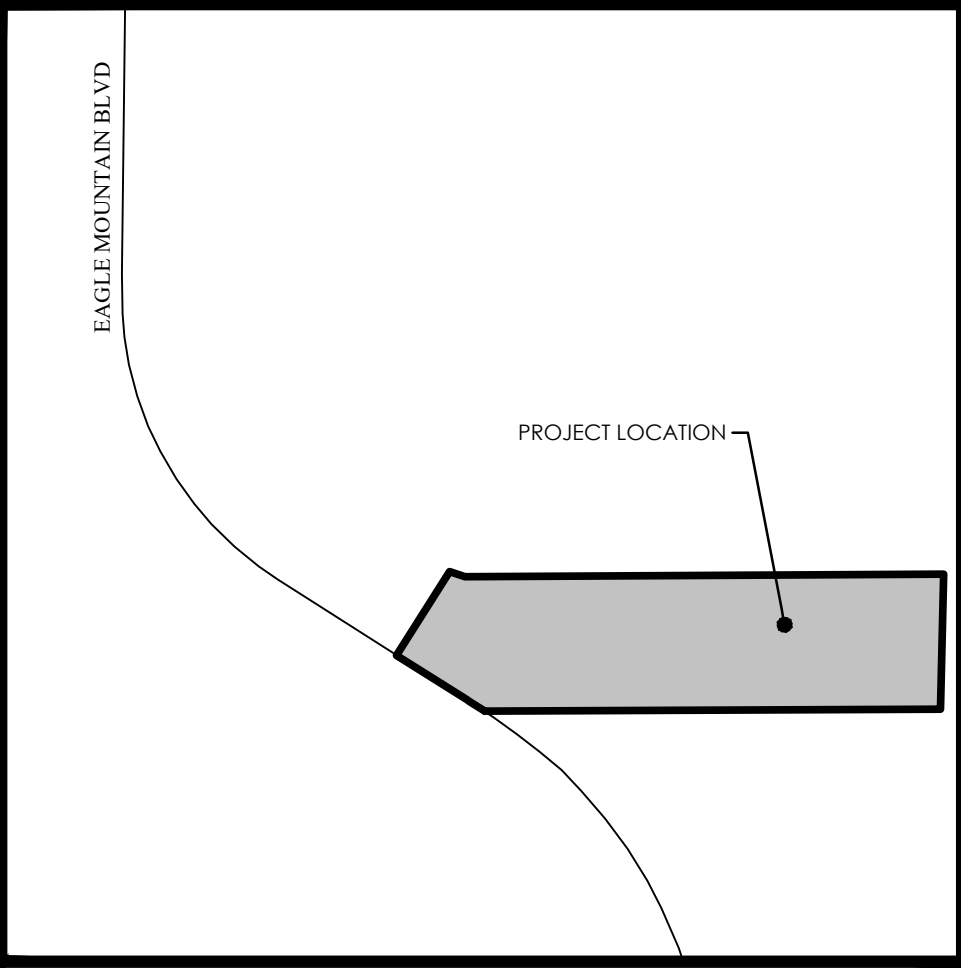
☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

Posted on _____ by _____ .

Exhibit A



VICINITY MAP
N.T.S

NOTES:

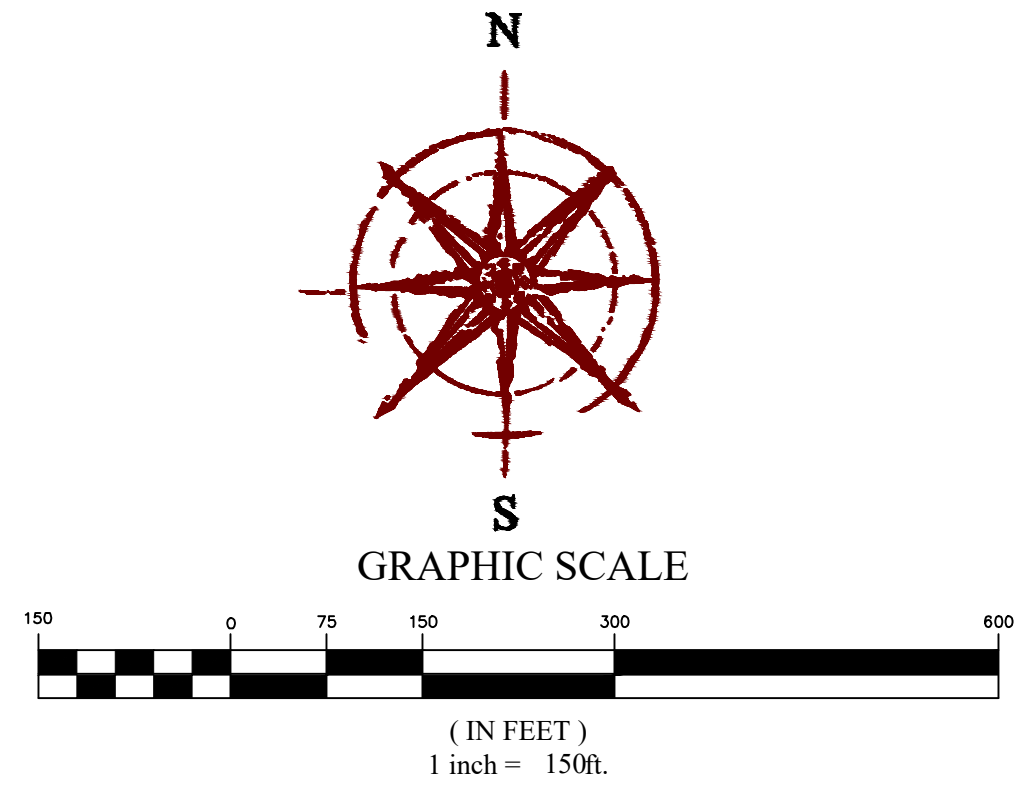
- #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
- P.U. & D.E. - PUBLIC UTILITY & DRAINAGE EASEMENT
- ALL BUILDING WALLS ARE PARALLEL WITH, PERPENDICULAR TO, OR AT 45° ANGLE TO REFERENCE BEARING SHOWN ON BUILDING
- PARCEL A TO BE DEDICATED TO EAGLE MOUNTAIN CITY FOR STORM WATER RETENTION

SITE TABULATIONS

- TOTAL # OF LOTS: 15 LOTS
- TOTAL ACREAGE: 38.8 ACRES
- TOTAL ACREAGE IN LOTS: 1.95 - 3.15 ACRES
- TOTAL AREA IN ROW: 204,046.30 SQFT
- AVERAGE LOT SIZE: 2.27 ACRES
- LARGEST LOT SIZE: 3.15 ACRES
- SMALLEST LOT SIZE: 1.95 ACRES
- OVERALL DENSITY: 2.59 ACRES
- AREA OF ASPHALT: 124,842.54 SQFT.

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	473.50	32°39'36"	269.91	N73°58'20"W
C2	20.00	87°19'13"	30.48	N13°58'56"W
C3	15.00	90°00'00"	23.56	S44°41'52"W
C4	76.50	63°01'42"	84.15	S58°11'01"W
C5	15.00	63°01'42"	16.50	S58°11'01"W
C6	15.00	90°00'00"	23.56	N45°18'08"W
C7	76.50	90°00'00"	120.17	N45°18'08"W
C8	76.50	90°00'00"	120.17	N44°41'52"E
C9	15.00	90°00'00"	23.56	N44°41'51"E
C10	15.00	63°01'42"	16.50	S58°47'17"E
C11	76.50	63°01'42"	84.15	S58°47'17"E
C12	15.00	90°00'00"	23.56	S45°18'08"E
C13	526.50	21°19'41"	195.99	S79°38'17"E
C14	526.50	11°19'55"	104.13	S63°18'29"E
C15	20.00	89°59'11"	31.41	N77°21'53"E
C16	500.00	32°39'36"	285.01	S73°58'20"E
C17	440.50	24°10'18"	185.84	S77°37'19"W
C18	402.00	35°42'21"	250.52	S71°51'18"W
C19	400.00	35°42'21"	249.27	S71°51'18"W

Line Table		
LINE	DIRECTION	LENGTH
L1	N62°43'33"E	76.50
L2	N63°19'50"W	76.50
L3	N00°17'32"W	38.50
L4	S89°42'28"W	49.09
L5	S01°21'56"W	38.60
L6	S89°42'28"W	6.31



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 183395 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, parcels, and streets, together with easements, to be hereafter known as NORTH CREEK RANCH SUBDIVISION PHASE 1, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

EVAN J. WOOD
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 183395

DATE

BOUNDARY DESCRIPTION

A tract of land located in the Northeast Quarter and Northwest Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, as described in that certain Warranty Deed recorded as Entry No. 14632:2016 in the office of the Utah County Recorder, more particularly described as follows:

Beginning at the East 1/4 Corner of Section 2, T6S, R2W, SLB&M; running thence along the 1/4 Section line S89°42'26"W 2,255.31 feet to the northeasterly line of a tract of land described in that certain Warranty Deed recorded as Entry No. 48455:1997 in the office of the Utah County Recorder; thence along said dead the following two (2) courses: (1) northwesterly along the arc of a non-tangent curve to the left having a radius of 2,562.50 feet (radius bears: S34°38'02"W) a distance of 101.91 feet through a central angle of 02°16'43" Chord: N56°30'20"W 101.90 feet; thence (2) N57°38'41"W 410.70 feet; thence N32°22'17"E 510.62 feet; thence S57°37'43"E 77.00 feet; thence N89°41'52"E 2,364.84 feet to the Section line; thence along said Section line S01°22'37"W 667.20 feet to the point of beginning.

Contains: 38.80 acres +/-

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)

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ 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: _____

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN _____ COUNTY

MY COMMISSION No. _____

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 _____ DAY OF _____, 20____.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

RUSH CREEK 80 ACRE INDUSTRIAL

SUBDIVISION

LOCATED IN THE _____ 1/4 OF SECTION _____, T _____, R _____ (E/W),
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

COUNTY RECORDER SEAL

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

ROCKY MOUNTAIN POWER

- 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.
- 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

DATE

PREPARED FOR
RUSH CREEK PROPERTIES LLC
1761 E. HIDDEN HILLS ROAD
EAGLE MOUNTAIN, UT 84005
CONTACT: DAN

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE 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 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.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

APPROVED THIS _____ DAY OF _____ A.D. 20____

BY _____

TITLE _____

PROPOSED ZONING

ZONE INDUSTRIAL
LOT SIZE N/A
FRONT SETBACK 25'
SIDE SETBACK 0'/50' (SEE NOTES)
CORNER SIDE SETBACK 10' FROM PRIVATE ROAD
REAR SETBACK 20'/50'/100' (SEE NOTES)

NOTES

- SIDE SETBACK SHALL INCREASE TO 50' IF PROPERTY IS ADJACENT TO A RESIDENTIAL OR AGRICULTURAL ZONE.
- REAR SETBACK SHALL INCREASE TO 50' IF THE REAR OF A BUILDING FACES AN ARTERIAL OR COLLECTOR ROAD.
- REAR SETBACK SHALL INCREASE TO 100' IF PROPERTY IS ADJACENT TO A RESIDENTIAL OR AGRICULTURAL ZONE.

RUSH CREEK PROPERTIES LLC
59-034-0010
DEED: 14632-2016

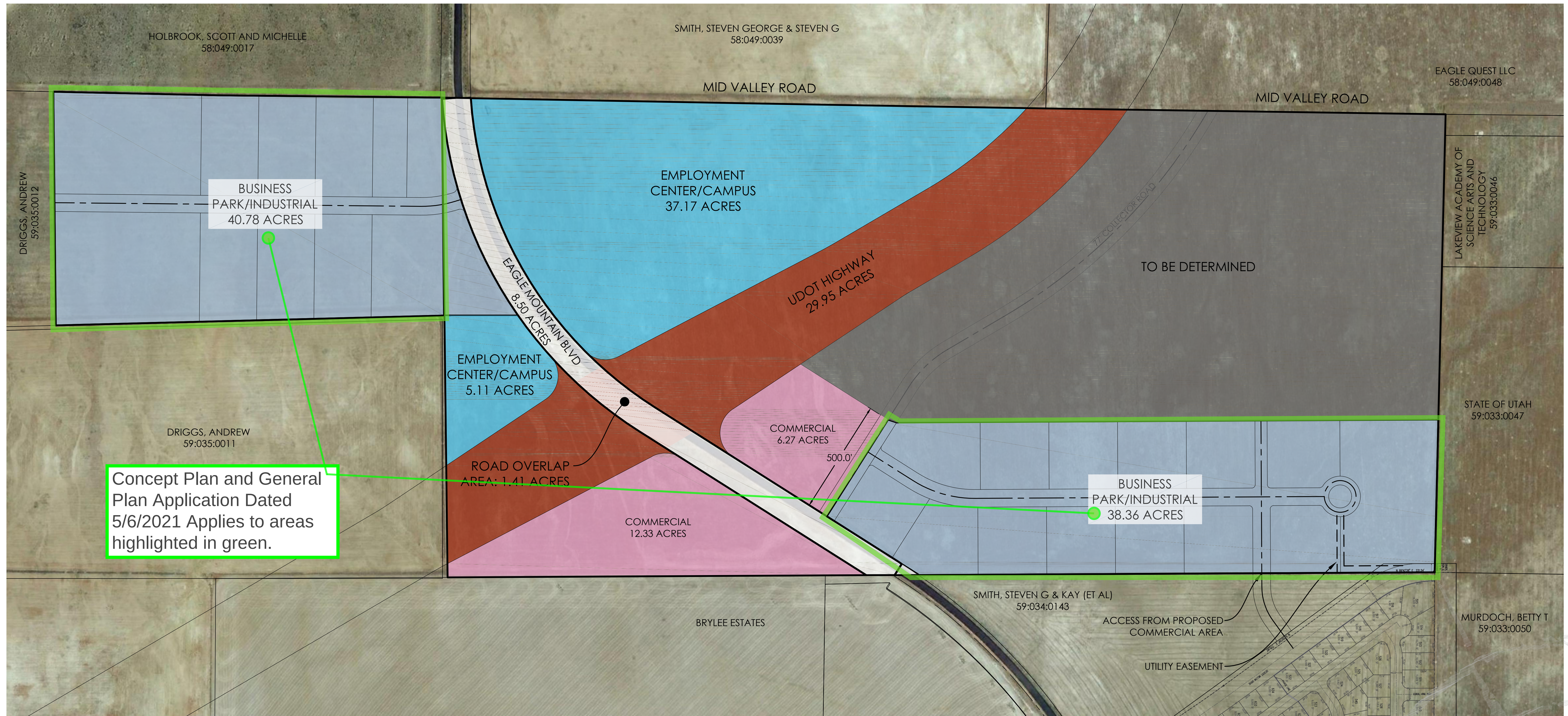
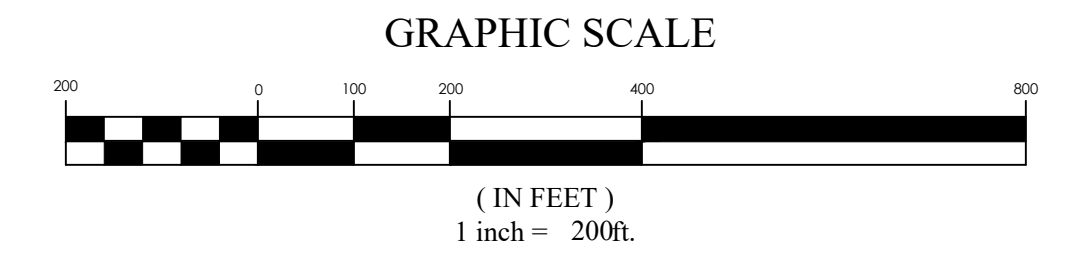
B&H LAND HOLDINGS LLC
59-034-0003
DEED: 21167-2016

UTAH REAL ESTATE VENTURES LLC
59-034-0047
DEED: 34828-2021

SMITH, STEVEN G & KAY (ET AL)
59-034-0151
DEED: 70369-2021

STATE OF UTAH
59-033-0047

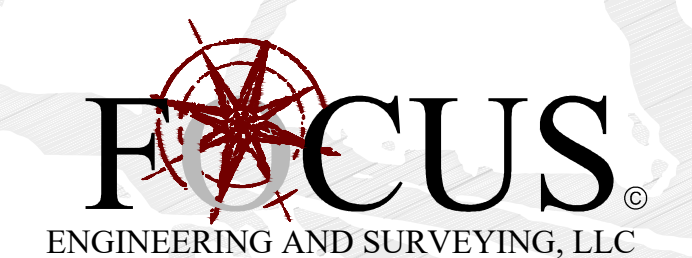
MURDOCH, BETTY T
59-033-0055
DEED: 21098-2021



RUSH CREEK land use plan

EAGLE MOUNTAIN CITY, UTAH COUNTY
5/3/2021
20-0224

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 6.10 Animal Zoning Regulations.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

Staff recommends that the City Council adopts an Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 6.10 Animal Zoning Regulations.

BACKGROUND:

Changes since the last review include:

- Removing the Setback from Residence or periodically inhabited buildings column.
- Clarifying column to say "3 or more acres"
- Reduction of fence area required for Horse/Mule, and Buffalo to 2,500 s.f. per animal.
- Restore Minimum lot sizes for pigs and buffalo to current standards.
- Place a reasonable person standard on what constitutes 1/2 an animal either because it is a miniature animal or offspring.
- Clarifies that pigs do not count toward maximum animal points until they are weaned.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 6.10 Animal Zoning Regulations](#)

[6.10 Animal Code Changes - Redlines](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 6.10 ANIMAL ZONING REGULATIONS**

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 6.10 Animal Zoning Regulations, 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 6.10 Animal Zoning Regulations.
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 15th day of February, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah
on this 15th day of February, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC

Director of Administrative Services/City Recorder

Posted on _____ by _____ .

Exhibit A

6.10.010 Existing animal uses.

The keeping of any animal which existed lawfully prior to the effective date of the ordinance codified in this title which is not allowed under this title may be continued as a nonconforming use, except that if the nonconforming use is discontinued for one year or more it shall then be deemed abandoned and any future keeping of animals shall be in conformity with this title. [Ord. [O-12-2017](#) § 2 (Exh. A)].

6.10.020 General animal regulations for all zones.

All areas to be used by animals shall be adequately fenced so as to prevent their escape. No more than six birds or other flying animals shall be kept on any lot within 1,000 feet of an airport. Available fenced animal areas shall be located in rear or side yards and may include barns, corrals, pens, or other facilities directly related to the care, shelter or feeding of the animals, but shall not include the home or other accessory buildings. [Ord. [O-12-2017](#) § 2 (Exh. A)].

6.10.030 General animal regulations for the agriculture zone.

Livestock may be kept in the agriculture zone on lots greater than five acres in size, but shall be maintained in conditions that are healthy and do not pose a nuisance due to smell, noise, or unsightly trash or dilapidated buildings. [Ord. [O-12-2017](#) § 2 (Exh. A)].

6.10.040 General animal regulations for the commercial zones~~s~~.

It shall be unlawful to possess livestock or other animals in the commercial zones~~s~~, except in approved pet stores, boarding or grooming kennels, or as otherwise provided in this chapter. [Ord. [O-12-2017](#) § 2 (Exh. A)].

6.10.050 General animal regulations for the industrial zone.

It shall be unlawful to possess livestock or other animals in the industrial zone, except as otherwise provided in this chapter. [Ord. [O-12-2017](#) § 2 (Exh. A)].

~~**6.10.060 General animal regulations for the airport zone.**~~

~~It shall be unlawful to possess livestock or other animals in the airport zone, except in approved pet stores or as otherwise provided in this chapter. [Ord. [O-12-2017](#) § 2 (Exh. A)].~~

6.10.~~070-060~~ General animal regulations for the residential zones~~s~~ – Permitted uses.

Table 6.10.090080, Residential Zones Livestock Requirements, identifies the minimum lot size, area requirements, number and type of livestock that may be kept as a permitted use within the residential zone. [Ord. [O-12-2017](#) § 2 (Exh. A)].

6.10.080-070 General animal regulations for the residential zones – Conditional uses.

The planning commission may consider exceptions to Table 6.10.090080, Residential Zone Livestock Requirements, through a conditional use permit process.

A. The planning commission shall review conditional use permits in accordance with the standards contained in Chapter [17.95](#) EMMC, Conditional Uses.

B. The planning commission shall conduct a public hearing in accordance with Chapter [17.95](#) EMMC, Conditional Uses.

C. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the conditional use shall be subject to revocation by the code enforcement or animal control officer. [Ord. [O-12-2017](#) § 2 (Exh. A)].

6.10.090-080 Residential zones livestock requirements.

A residential property may have a mix of the permitted animals so long as the required fencing area is provided. ([Chickens, Ducks, and similar fowl are exempted from these regulations and are allowed per 17.25.030 Residential Land Use Table](#))

Table 6.10.090 – Residential Zone Livestock Requirements*

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Animal	1/2 to .991 Acre	Max. Number Allowed on Lots			Available Fenced Area per Animal	Setback from Residence or Other Periodically Inhabited Building¹	Minimum Lot Size
		1 to 1.99 Acres	2 to 3 Acres	More than 3 or more Acres			
Horse/Mule	0**	4	8	12	22,000 s.f. per 1—4 animals 2,500 s.f.	50	1 Acre**
Buffalo	0	2	4	6	22,000 s.f. per 1—4 animals 2,500 s.f.	150	1/2 Acres
Cattle	2	4	8	12	2,500 s.f.	50	1/2 Acre
Donkey	2	4	8	12	2,500 s.f.	50	1/2 Acre
Llama	2	4	8	12	2,500 s.f.	50	1/2 Acre

Table 6.10.090 – Residential Zone Livestock Requirements*

Formatted Table

Animal	1/2 to .99 Acre	Max. Number Allowed on Lots			Available Fenced Area per Animal	Setback from Residence or Other Periodically Inhabited Building ¹	Minimum Lot Size
		1 to 1.99 Acres	2 to 2.99 Acres	More than 3 Acres			
Emu/Ostrich	4	8	12	16	500 s.f.	50	1/2 Acre
Sheep/Goat	4	8	12	16	500 s.f.	50	1/2 Acre
Pig (all kinds)	22	04	6	8	500 s.f.	450	1/22 Acres

¹—The setback requirement is measured from the closest point of the available fenced animal area to a residence or building on an adjacent lot.

* Exceptions to these standards must be presented by the property owner through an alternative animal management plan to be heard by the planning commission. Approval of the plan by the commission shall be considered a conditional use and shall be subject to all required conditions. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the conditional use shall be subject to revocation by the code enforcement or animal control officer.

** 2 Horses/Mules allowed on ½ acre + properties with the Equine Overlay Zone

*** Any animal that a reasonable person would define as a ½ size (or smaller) animal shall count as a ½ unit including offspring and miniature animals. Pigs shall not count towards maximum animal numbers until weaned.

[Ord. O-12-2017 § 2 (Exh. A)].

Commented [TJ1]: Minatures, Pot belly pigs etc shall only be subject to different standards with a CUP and an Animal Management Plan

6.10.100-090 Definitions.

For the purposes of this title, each of the following words and phrases shall have the following meaning:

“Animal” means birds, reptiles, and mammals other than the species Homo sapiens. An animal's offspring shall be considered a separate unit upon completion of weaning.

“Hobby breeder kennel” means a dog or cat breeder that has been given conditional use approval to keep a limited number of animals, as approved in a conditional use permit, in a residential area, subject to all provisions of Chapter 6.05 EMMC and this chapter.

“Kennel” means any lot, building, structure, enclosure or premises whereupon or wherein five or more dogs over four months of age are kept or maintained for any purpose, including boarding, breeding, buying, grooming, letting for hire, training for fee, or selling.

“Livestock” means all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals, and all ratites, including, but not limited to, ostriches, emus, and rheas.

“Wild animals” means any animals of a species that in their natural life are wild, including hybrids and animals which, as a result of their natural or wild condition, cannot be vaccinated effectively for rabies. These animals, however domesticated, shall include but not be limited to:

1. Alligators and crocodiles;
2. Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.;
3. Cat family (Felidae). All except the commonly accepted domesticated cats, and including cheetah, cougar, leopard, lion, lynx, panther, mountain lion, tiger, wildcat, etc.;
4. Dog family (Canidae). All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote, part coyote, dingo, etc.;
5. Porcupine (Erethizontidae);
6. Primate (Nonhuman). All subhuman primates;
7. Raccoon (Procyonidae). All raccoons, including eastern raccoon, desert raccoon, ringtailed cat, etc.;
8. Skunks;
9. Venomous fish and piranha;
10. Venomous snakes and lizards;
11. Weasels (Mustelidae). All including weasels, martens, wolverines, badgers, otters, ermine, mink, mongoose, etc.

A complete list of other definitions related to animal control may be found in Chapter [6.05](#) EMMC. [Ord. [O-12-2017](#) § 2 (Exh. A)].



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE: RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amended and Restated Oquirrh Mountain Master Development Agreement.

ITEM TYPE: Master Development Agreement

APPLICANT: LGI Homes

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

BACKGROUND:

The second amendment to the Oquirrh Mountain Master Development Plan and Rezone were approved by the City Council on October 19, 2021. Those approvals were contingent upon the approval of an MDA, as described in EMMC 16.10. The amended and restated master development agreement was prepared by the City Staff and City Attorney and reviewed by the applicant.

ITEMS FOR CONSIDERATION:

ITEMS TO CONSIDER

- Paragraph 7.2 details the park improvement timing and park escrow. The agreement currently states that the petroglyph park and hillside park improvements are required to be completed prior to recording a plat containing the 130th residential lot. The project is only broken up into two phases, however, so this would likely require these parks to be completed prior to recording the plat and allowing any building permits in the second phase. Additional language has been added to the proposed agreement, at the recommendation of the Planning Commission, to allow for partial escrow releases upon completion of any park or improved open space area and acceptance by the City.
- The phasing is not detailed in the agreement because it is so simple - two phases that are called out on the Land Use Plan. Language related to phasing can be added to the agreement if you feel it is necessary.
- The hillsides in this project are part of the wildlife corridor overlay zone and must comply with the standards in Chapter 17.49.

REQUIRED FINDINGS:

The criteria for approval of an MDA are found in EMMC 16.10.080 and are detailed below.

- Development Rights and Responsibilities
 - Vesting granted to the property. Paragraph 5.1 includes vested rights.
 - Phasing of the development. Exhibit B, the Land Use Plan, shows the intended phasing of the project, which is split into Phases B1 and B2. Minor variations to the phasing plan may be approved by the Planning Director, while more significant variations will be reviewed by the Planning Commission and City Council.
 - Construction and maintenance of public improvements. Section 9 discusses public infrastructure construction.
 - Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property. This agreement is fairly simple in relation to the residential development, as it shall be developed in accordance with the approved zoning. Modified development standards were approved by the City Council with the MDP and are listed in paragraph 3.2. Open space and park timing and requirements are detailed in the agreement. Upsizing of utilities may be eligible for impact fee credits or reimbursements. Hillside development standards are detailed in paragraph 3.3. The petroglyphs are discussed in paragraph 4.2.
- Benchmarks
 - A set time limit to apply for the first site plan and/or preliminary plat. Section 7 addresses this benchmark.
 - A set time limit from the approval of the first site plan and/or preliminary plat to begin site work. Section 7 addresses this benchmark.
 - A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion. Section 7 addresses this benchmark.
 - A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion. The agreement requires the

park escrow (as required in City Code) with each plat recording, and the developer will be incentivized to improve the parks early in the project. The petroglyph park and hillside park improvements must be completed prior to recording a plat including the 130th residential lot (not counting the existing lots in PA2).

- Expiration of the Master Development.
 - Section 6 includes a 6-year expiration from the "effective date" of the agreement. It will also expire upon buildout of the project.
- General Plan Compliance.
 - The approved zoning complies with the general plan.
- Amendments and Extensions of Time.
 - Although no amendment or extension language is detailed in the agreement, paragraph 24 indicates that the agreement is complete unless a written amendment is signed by both parties.

RECOMMENDATION:

At their meeting on January 25th the Planning Commission reviewed the proposed MDA and ultimately recommended approval (5-0) of the agreement to the City Council with the following changes:

1. Language shall be added to allow for pro-rata park escrow reductions;
2. The zoning map exhibit that is attached to the master development agreement shall be amended to match the approved development standards for the RC units including the five-foot side and ten-foot garage side setbacks and any other necessary clarifications.

The park escrow reduction language has been added to paragraph 7.2 (the last two sentences, shown in red) and the zoning map has been amended to match the development standards that were approved with the master development plan.

We recommend that the City Council approve a resolution of Eagle Mountain City, Utah, approving the second amended and restated Oquirrh Mountain master development agreement.

ATTACHMENTS:

[RES--Oquirrh Mountain Ranch Second Amended and Restated MDA](#)

Oquirrh Mountain Amended & Restated MDA

OMR - Land Use Plan

OMR - Open Space Plan

OMR - Zoning Exhibit

OMR - NoD Exhibit

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE SECOND AMENDED AND RESTATED
OQUIRRH MOUNTAIN RANCH MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

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

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Second Amended and Restated Oquirrh Mountain Ranch Master Development Agreement, as set forth in Exhibit A.
2. The Second Amended and Restated Oquirrh Mountain Ranch 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 15th day of February, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 15th day of February, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

Exhibit A

WHEN RECORDED, RETURN TO:

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

**SECOND AMENDED & RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR
OQUIRRH MOUNTAIN**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and LGI Homes – Utah, LLC, a Utah limited liability company (“**Developer**”).

RECITALS

A. Developer is the owner of approximately 120.4 acres of real property as shown in Exhibit A (the “**Land Use Plan**”).

B. On October 19, 2021, the Eagle Mountain City Council approved the rezone of the Property (Exhibit B, the “**Rezone Exhibit**”), which included approval of the Land Use Plan.

C. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2021) *et seq.*

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

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

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

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the Site Plan.

1.4. **City** means Eagle Mountain City, a political subdivision of the State of Utah.

1.5. **City's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.

1.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.7. **Conditions of Approval** means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and Master Development Plan, as specifically set forth in the Notices of Decision (defined below).

1.8. **Council** means the elected City Council of Eagle Mountain.

1.9. **Default** means a breach of this MDA as specified herein.

1.10. **Developer** means LGI Homes, and its successors in interest or assignees as permitted by this MDA.

1.11. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.12. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.

1.13. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

1.14. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.15. **Maximum Residential Units** means the development on the Property of not more than Two Hundred and Sixty (260) Residential Dwelling Units, including the fifty-four existing dwelling units.

1.16. **MDA** means this Master Development Agreement including all of its Exhibits.

1.17. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.18. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision, which include certain terms and conditions for development of the Project. A copy of the Notice of Decision is attached hereto as Exhibit E.

1.19. **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi) (2021).

1.20. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.

1.21. **Planning Area** means planning areas 3-9 (PA 3 – PA 9) as designated on the Land Use Plan.

1.22. **Project** means the Oquirrh Mountain project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.23. **Property** means the approximately 120.4 acres of real property owned by and to be developed by Developer more fully shown in Exhibit A.

1.24. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.25. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

2. GENERAL DEVELOPMENT OF THE PROJECT.

2.1. **Compliance with the Land Use Plan and this MDA.** Development of the Project shall be in accordance with City's Vested Laws, City's Future Laws (to the extent they are applicable as specified in this MDA), the Land Use Plan, the Notice of Decision, and this MDA.

2.2. **Development Requirements.** Eagle Mountain has approved the Land Use Plan for the Project which shall serve as the Master Development Plan map. Developer shall construct the Project in accordance with the Land Use Plan and the Conditions of Approval as set out in the Notice of Decision.

3. **PROPERTY ZONING AND DEVELOPMENT.**

3.1 **Zoning & Land Use.** The project site includes native open space areas, fifty-four existing residential lots, an existing church, a future city park parcel, and the remainder of the site consists of 206 proposed residential lots and required park space. The property is zoned as depicted on Exhibit A (Zoning Map) and in this table.

Area	Zone	Approximate Acres
Native Open Space / Hillsides	OS-N & Wildlife Corridor Overlay Zone	55 Acres
Existing Residential & Church	RC	17 Acres
Proposed Residential	RC	41 Acres
Parks & Improved Open Spaces	OS-I	6.86 Acres

The approved land use data is as follows:

LAND USE DATA						
OQUIRRH MOUNTAIN						
PLANNING AREA	LAND USE	AREA (ac)	DENSITY (DU/AC)	D.U.	RES. TIER	% OF AREA
PA 2 (EXISTING)	SFD	± 14.10 ac.	3.83	54	II	12%
SUBTOTAL EXISTING RESIDENTIAL		± 14.10 ac.		54		12%
PA 3	SFD	± 7.48 ac.	5.61	42	II	6%
PA 4	SFD	± 4.42 ac.	5.20	23	II	4%
PA 5	SFD	± 6.04 ac.	5.46	33	II	5%
PA 6	SFD	± 4.10 ac.	3.66	15	II	3%
PA 7	SFD	± 3.63 ac.	4.13	15	II	3%
PA 8	SFD	± 3.56 ac.	5.06	18	II	3%
PA 9	SFD	± 11.64 ac.	5.15	60	II	10%
SUBTOTAL PROPOSED RESIDENTIAL		± 40.87 ac.		206		34%
PA 1 (EXISTING)	CHURCH	± 3.30 ac.				3%
SUBTOTAL INSTITUTIONAL		± 3.30 ac.				3%
OS 1	PARK	± 2.58 ac.				2.1%
OS 2	IMPROVED O.S.	± 0.72 ac.				0.6%
OS 3	IMPROVED O.S.	± 1.44 ac.				1.2%
OS 4	IMPROVED O.S.	± 0.68 ac.				0.6%
OS 5	IMPROVED O.S.	± 0.16 ac.				0.1%
OS 6	IMPROVED O.S.	± 0.39 ac.				0.3%
FUTURE CITY PARK AREA	N/A	± 0.89 ac.				0.7%
NATIVE OPEN SPACE	NATIVE O.S. / IMPROVED O.S.*	± 55.27 ac.				45.9%
SUBTOTAL OPEN SPACE		± 62.13 ac.				52%
OQUIRRH MOUNTAIN TOTAL						
		± 120.40 ac.	2.16	260		100%
*330 FT. BUFFER AREA(APPROX. 19.02AC.) WITHIN NATIVE OPEN SPACE AREA COUNTING TOWARDS IMPROVED OPEN SPACE CALCULATION PER CITY CODE CH. 17.49.070						

3.2 Development Standards. The Residential areas shall be developed in accordance with Chapter 17.25 and other applicable sections of the City's Vested Laws, except that the side yard setbacks shall be a minimum of five (5) feet, with ten (10) feet on the garage side, rather than the side setbacks listed in Chapter 17.25. The lot configuration and road locations shall be consistent with the configuration on the Land Use Plan. The maximum number of Residential Dwelling Units within each Planning Area is contingent upon Developer complying with the City's Vested Laws, and City does not guarantee that Developer can construct the maximum number of units. Residential units may not be transferred between Planning Areas.

3.3 Hillside Development. Prior to recording of any subdivision plat that requires construction of retaining walls to make lots buildable, the Developer shall obtain a building permit for the retaining walls. All retaining walls must be completed prior to issuance of any building permits for the main residential structure. Retaining walls shall not exceed five (5) feet in height and shall include a minimum of five (5) horizontal feet between walls unless approved by the City Engineer. Driveways shall not exceed grades of twelve (12) percent.

4. PARKS AND OPEN SPACE.

4.1. **Open Space Plan.** The Open Space Plan, included as Exhibit C, shows the location of the various open space parcels to be improved along with the residential development. Developer shall improve the open space parcels in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. Developer shall submit a detailed plan for the open space and park areas and receive approval from the City's Parks and Recreation Director and the Planning Director prior to recording the first final plat in the Project. Plans shall include, at a minimum, the large incline at the end of the northwest cul-de-sac, improvements to the petroglyph park, the improvement of natural trails on the hillsides, protection of the upper petroglyphs, and improvements to comply with the requirements in Section 16.35.105 of the City's Vested Laws.

4.2. **Petroglyphs/Rock Art.** This site contains historic rock art that is intended to be preserved and displayed for public viewing. A majority of the petroglyphs are located in OS-1, but some significant petroglyphs are also located near the top of the western native open space area. Along with improvement of these open space areas, Developer shall install fencing (same fencing as exists around the lower petroglyphs) to protect the upper petroglyphs. Detailed park plans for the areas surrounding the petroglyphs shall include protection of the petroglyphs and enhancement of the viewing experience, to be approved by the City Parks and Recreation Director and Planning Director prior to any improvement in those areas.

4.3 **Dedication of Park Improvements.** The petroglyph park and the native hillsides and ridges shall be dedicated to the City. All other open space areas are expected to be owned and maintained by an HOA. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the subdivision plats that utilize the areas for Improved Open Space credit or with the recording of adjacent plats.

5. VESTED RIGHTS.

5.1. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, City's Vested Laws, and the Land Use Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

5.2. **Exceptions.** The vested rights and the restrictions on the applicability of City's Future Laws to the Project as specified in subsection 5.1 are subject to the following exceptions:

5.2.1. Written Agreement. City's Future Laws or other regulations to which the Developer agrees in writing, including this MDA;

5.2.2. State and Federal Compliance. City's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

5.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

5.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; and,

5.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

6. TERM OF AGREEMENT. In accordance with Section 16.10.080 of the City's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

7. BENCHMARKS. As required by Section 16.10.080(B) of the City's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted

in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Park Improvements.** In accordance with 16.35.105(A)(10) of the City's Vested Law, the parks and improved open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In addition, the Petroglyph Park (OS-1) and the Hillside Park improvements (trails, upper petroglyph fencing and protection, etc.) must be completed prior to the City recording a final plat that includes the 130th residential lot within the project (not counting the existing lots in PA 2). **The Developer may request partial release of the park escrow upon completion of any park or improved open space area and acceptance by the City. To qualify for a release, Developer must provide a detailed accounting of the park improvements completed and the park improvements remaining.**

8. **PROCESSING OF DEVELOPMENT APPLICATIONS.** The procedure for processing Development Applications shall be in accordance with the procedural provisions of City's Future Laws. If Eagle Mountain denies a Development Application Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning, and/or City's Vested Laws (or, if applicable, City's Future Laws).

9. **PUBLIC INFRASTRUCTURE.**

9.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

9.2. **Infrastructure Map.** Attached hereto as Exhibit D is the Infrastructure Map for the project. Developer will construct the public utilities in accordance with the provided Infrastructure Map.

9.3. **Sewer Lift Station & Easement.** A private sewer lift station may be necessary for a portion of the Project. If necessary for the Project, the lift station will be located in the southeast corner of OS-3, and an easement shall be included along the southern boundary of PA6. The lift station shall be owned and maintained by the homeowners' association.

9.4. **Internal Roadways.** The Land Use Plan depicts the proposed roadways and access for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

9.5. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by Eagle Mountain's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on Eagle Mountain's Vested Laws.

10. UPSIZING/REIMBURSEMENTS TO DEVELOPER. Eagle Mountain may require Developer to reasonably “upsized” Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth around the Project. If City requires upsizing, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase.

11. DEFAULT.

11.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

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

11.2.1. Specific Claim. Specify the claimed event of Default;

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

11.2.3. Optional Cure. If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default.

11.3. **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

11.4. **Public Meeting.** If Eagle Mountain imposes any remedy set forth in Paragraph 13, the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

11.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee in accordance with Paragraph 17 shall not be deemed a default of Developer.

12. **DEVELOPER'S EXCLUSIVE REMEDY.** Developer's sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

13. **EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT.** In addition to all other remedies provided by law, including specific performance obligations of Developer set forth in this MDA, Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

14. **NOTICES.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

To Eagle Mountain:

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

15. **HEADINGS.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

16. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE. This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

17. ASSIGNABILITY. The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein. The City's consent shall not be unreasonably withheld, conditioned or delayed.

17.1. Sale of Lots. Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

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

17.3. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

17.4. Assignees and Successors in Interest Bound by MDA. Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

18. NO WAIVER. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

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

20. FORCE MAJEURE. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party

obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

21. **TIME IS OF THE ESSENCE.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

22. **APPLICABLE LAW.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

23. **VENUE.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

24. **ENTIRE AGREEMENT.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

25. **MUTUAL DRAFTING.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

26. **RECORDATION AND RUNNING WITH THE LAND.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of a completed Residential Dwelling Unit to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit. An electronic copy of City's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

27. **AUTHORITY.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

Fionnuala Kofoed, City Recorder

Approved as to form:

City Attorney

TABLE OF EXHIBITS

Exhibit “A”	Rezone Exhibit <u>Land Use Plan</u>
Exhibit “B”	Rezone Exhibit Land Use Plan / Master
	Development Plan
Exhibit “C”	Open Space Plan
Exhibit “D”	Infrastructure Map
Exhibit “E”	Notice of Decision

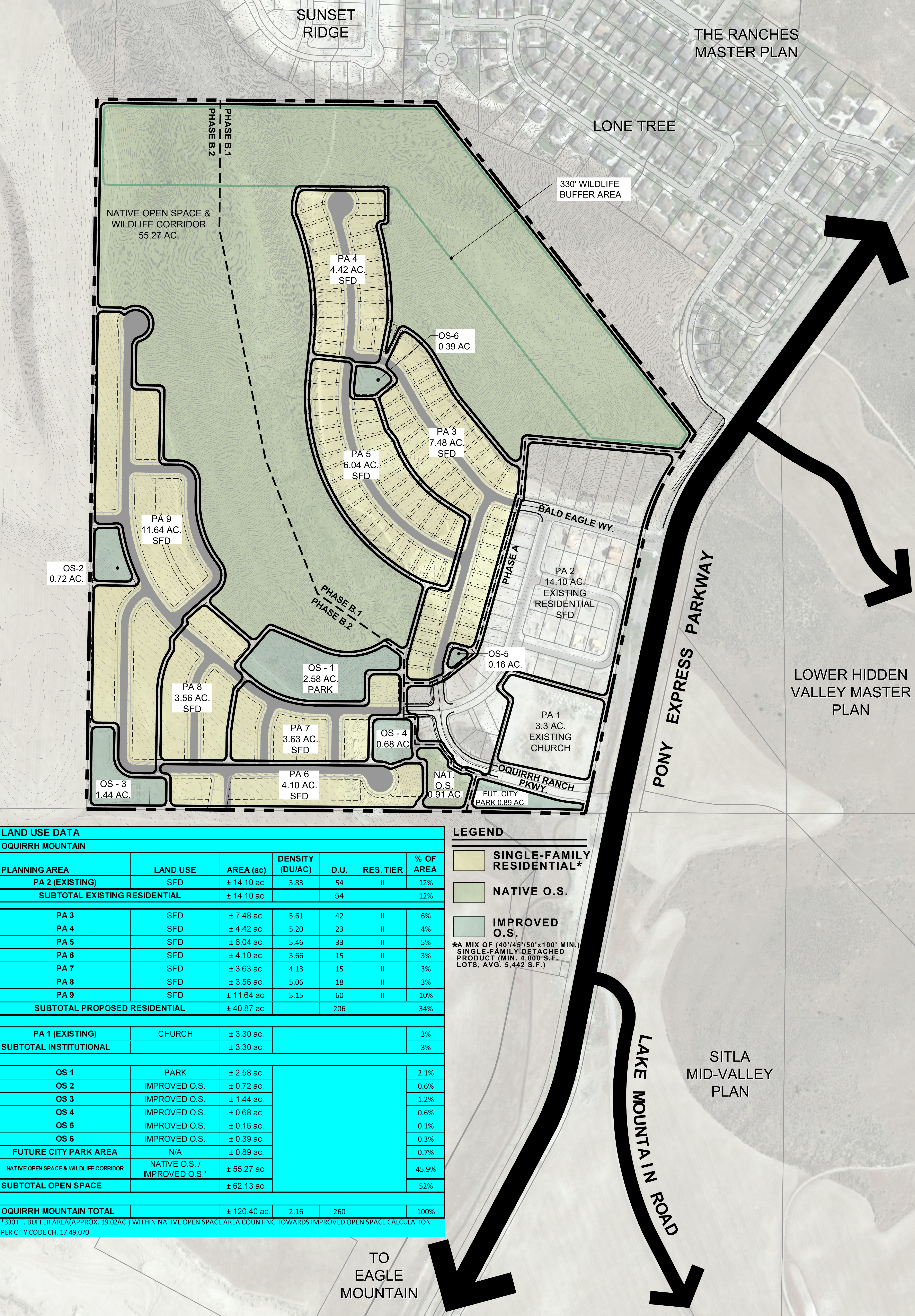
Exhibit “A”
Rezone Exhibit

Exhibit “B”
Land Use Plan

Exhibit “C”
Open Space Plan

Exhibit “D”
Infrastructure Map

Exhibit “E”
Notice of Decision



LAND USE DATA						
OQUIRRH MOUNTAIN						
PLANNING AREA	LAND USE	AREA (ac)	DENSITY (DU/AC)	D.U.	RES. TIER	% OF AREA
PA 2 (EXISTING)	SFD	± 14.10 ac.	3.83	54	II	12%
SUBTOTAL EXISTING RESIDENTIAL		± 14.10 ac.		54		12%
PA 3	SFD	± 7.48 ac.	5.61	42	II	6%
PA 4	SFD	± 4.42 ac.	5.20	23	II	4%
PA 5	SFD	± 6.04 ac.	5.46	33	II	5%
PA 6	SFD	± 4.10 ac.	3.66	15	II	3%
PA 7	SFD	± 3.63 ac.	4.13	15	II	3%
PA 8	SFD	± 3.56 ac.	5.06	18	II	3%
PA 9	SFD	± 11.64 ac.	5.15	60	II	10%
SUBTOTAL PROPOSED RESIDENTIAL		± 40.87 ac.		206		34%
PA 1 (EXISTING)	CHURCH	± 3.30 ac.				3%
SUBTOTAL INSTITUTIONAL		± 3.30 ac.				3%
OS 1	PARK	± 2.58 ac.				2.1%
OS 2	IMPROVED O.S.	± 0.72 ac.				0.6%
OS 3	IMPROVED O.S.	± 1.44 ac.				1.2%
OS 4	IMPROVED O.S.	± 0.68 ac.				0.6%
OS 5	IMPROVED O.S.	± 0.16 ac.				0.1%
OS 6	IMPROVED O.S.	± 0.39 ac.				0.3%
FUTURE CITY PARK AREA		± 0.89 ac.				0.7%
NATIVE OPEN SPACE & WILDLIFE CORRIDOR		± 55.27 ac.				45.9%
SUBTOTAL OPEN SPACE		± 62.13 ac.				52%
OQUIRRH MOUNTAIN TOTAL		± 120.40 ac.	2.16	260		100%

*330 FT. BUFFER AREA(APPROX. 19.02AC.) WITHIN NATIVE OPEN SPACE AREA COUNTING TOWARDS IMPROVED OPEN SPACE CALCULATION PER CITY CODE CH. 17.49.070

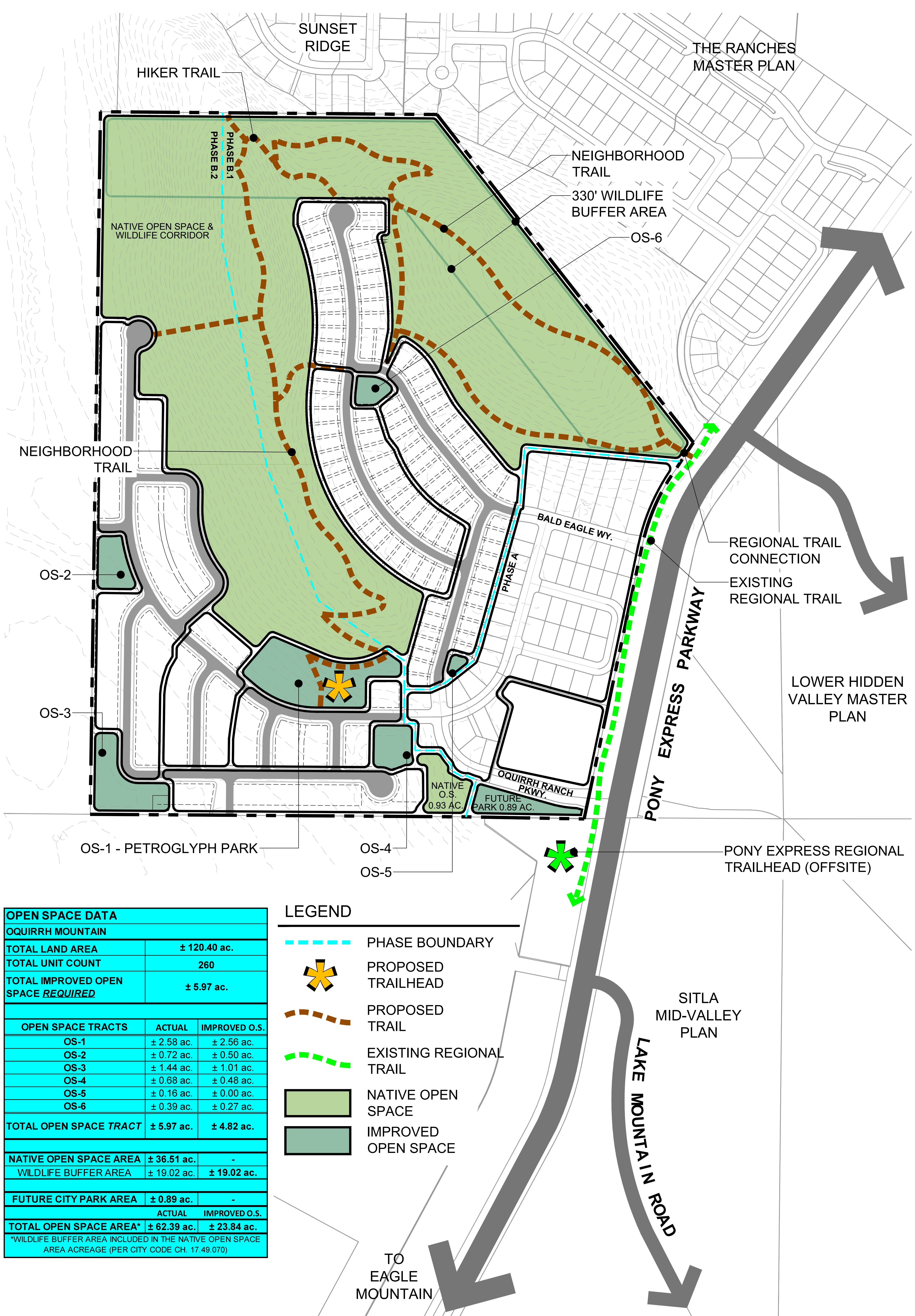
LEGEND

SINGLE-FAMILY RESIDENTIAL*

NATIVE O.S.

IMPROVED O.S.

*A MIX OF (40'/45'/50'x100' MIN.) SINGLE-FAMILY DETACHED PRODUCT (MIN. 4,000 S.F. LOTS, AVG. 5,442 S.F.)



OPEN SPACE DATA		
OQUIRRH MOUNTAIN		
TOTAL LAND AREA	± 120.40 ac.	
TOTAL UNIT COUNT	260	
TOTAL IMPROVED OPEN SPACE <i>REQUIRED</i>	± 5.97 ac.	
OPEN SPACE TRACTS	ACTUAL	IMPROVED O.S.
OS-1	± 2.58 ac.	± 2.56 ac.
OS-2	± 0.72 ac.	± 0.50 ac.
OS-3	± 1.44 ac.	± 1.01 ac.
OS-4	± 0.68 ac.	± 0.48 ac.
OS-5	± 0.16 ac.	± 0.00 ac.
OS-6	± 0.39 ac.	± 0.27 ac.
TOTAL OPEN SPACE TRACT	± 5.97 ac.	± 4.82 ac.
NATIVE OPEN SPACE AREA	± 36.51 ac.	-
WILDLIFE BUFFER AREA	± 19.02 ac.	± 19.02 ac.
FUTURE CITY PARK AREA	± 0.89 ac.	-
	ACTUAL	IMPROVED O.S.
TOTAL OPEN SPACE AREA*	± 62.39 ac.	± 23.84 ac.
*WILDLIFE BUFFER AREA INCLUDED IN THE NATIVE OPEN SPACE AREA ACREAGE (PER CITY CODE CH. 17.49.070)		

LEGEND

PHASE BOUNDARY

PROPOSED TRAILHEAD

PROPOSED TRAIL

EXISTING REGIONAL TRAIL

NATIVE OPEN SPACE

IMPROVED OPEN SPACE

OQUIRRH MOUNTAIN
EAGLE MOUNTAIN, UTAH

CONCEPTUAL OPEN SPACE PLAN
MASTER DEVELOPMENT PLAN AMENDMENT

N

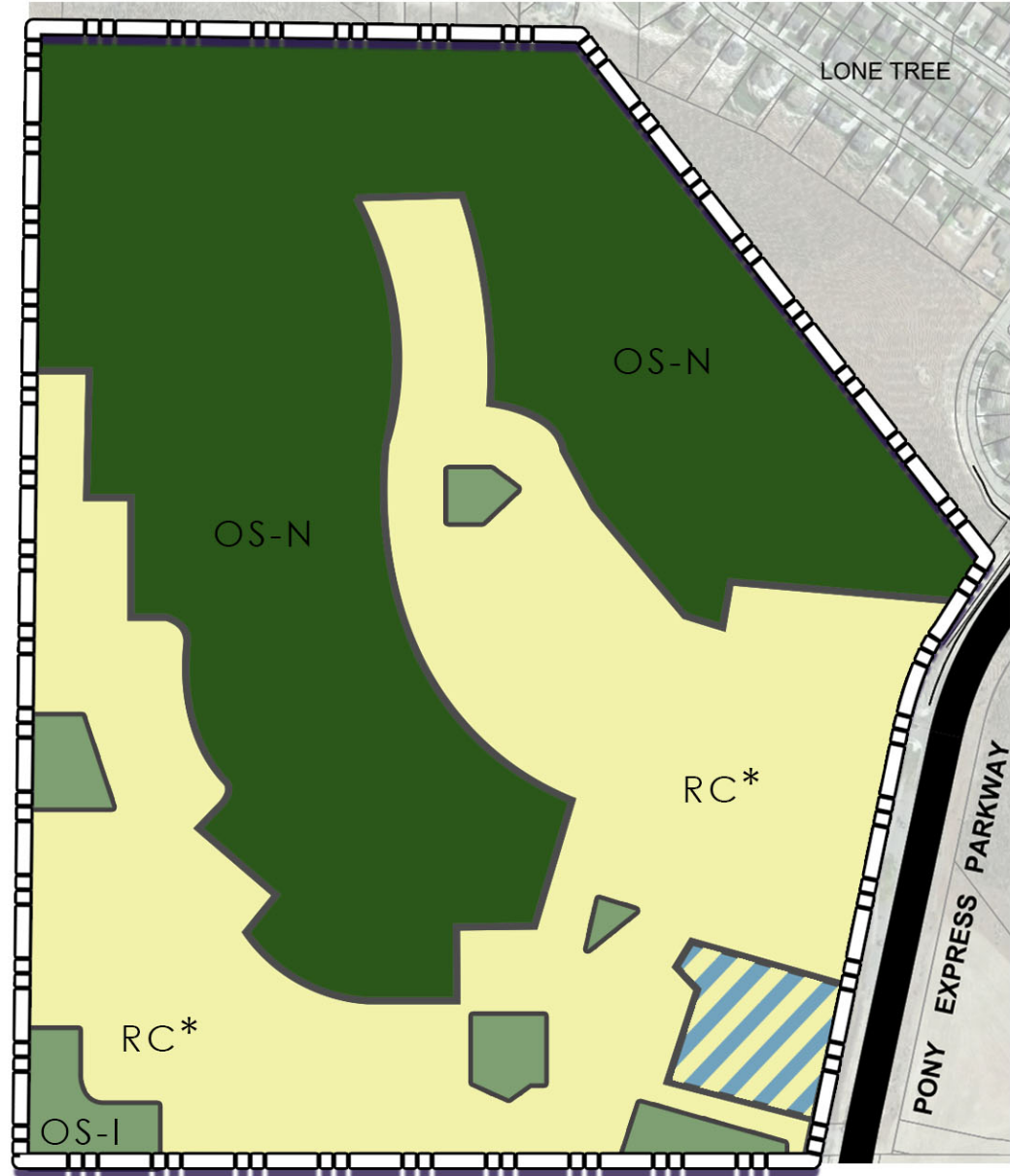
SCALE: APPROX.
0' 75' 150' 300'

DRAWN BY: BR

DATE: 08/05/21

Kimley»Horn

PROPOSED PLAN (2.5 DU/AC) APPROVED ZONING



LEGEND



ZONING: RC



ZONING: OS-I



CHURCH

* WITH AMENDED DEV. STANDARDS
(MIN. LOT SIZE: 4,500 S.F., AVG. 5,024 S.F.)
MINIMUM LOT FRONTAGE: 45'
SETBACKS: FRONT: 15',
SIDE: 5' & 10' ON GARAGE SIDE,
FRONT GARAGE: 22', REAR: 15')

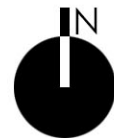


ZONING: OS-N (INCLUDES WILDLIFE CORRIDOR OVERLAY ZONE)



OQUIRRH MOUNTAIN
EAGLE MOUNTAIN, UT

ZONING COMPARISON EXHIBIT
01.27.2022 | SCALE: NTS



Kimley»Horn



Master Development Plan, Site Plan, & Preliminary Plat NOTICE OF DECISION Oquirrh Mountain Ranch Phase B

On October 19, 2021, the Eagle Mountain City Council approved the Oquirrh Mountain Ranch Phase B Preliminary Plat, Site Plan, and Master Development Plan, Option B for parcel 58:048:0116 (about 102 acres – see attachment) with the following conditions:

1. All open space within the wildlife corridor, 330 feet on the northern edge of the project, and all property on both major hills shall be zoned OS-N with the Wildlife Corridor Overlay;
2. All other native open space shall be zoned OS-N;
3. All improved open space (OS-1 through OS-6) shall be zoned OS-I;
4. All residential pods shall be zoned RC;
5. If a lift station is necessary, it shall be owned and maintained by a HOA;
6. The approval of the MDP is conditional based on the approval of an amended MDA;
7. The side setbacks shall be a minimum of five feet, and ten feet on the garage side; and
8. The twenty feet of land along the southern border indicated as a buffer shall be divided and added into the adjacent lots, and an easement shall be placed upon the land should a lift station be required.

The City may require specific performance of Developer's obligations and City may withhold issuance of any further approvals or permits with the Project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

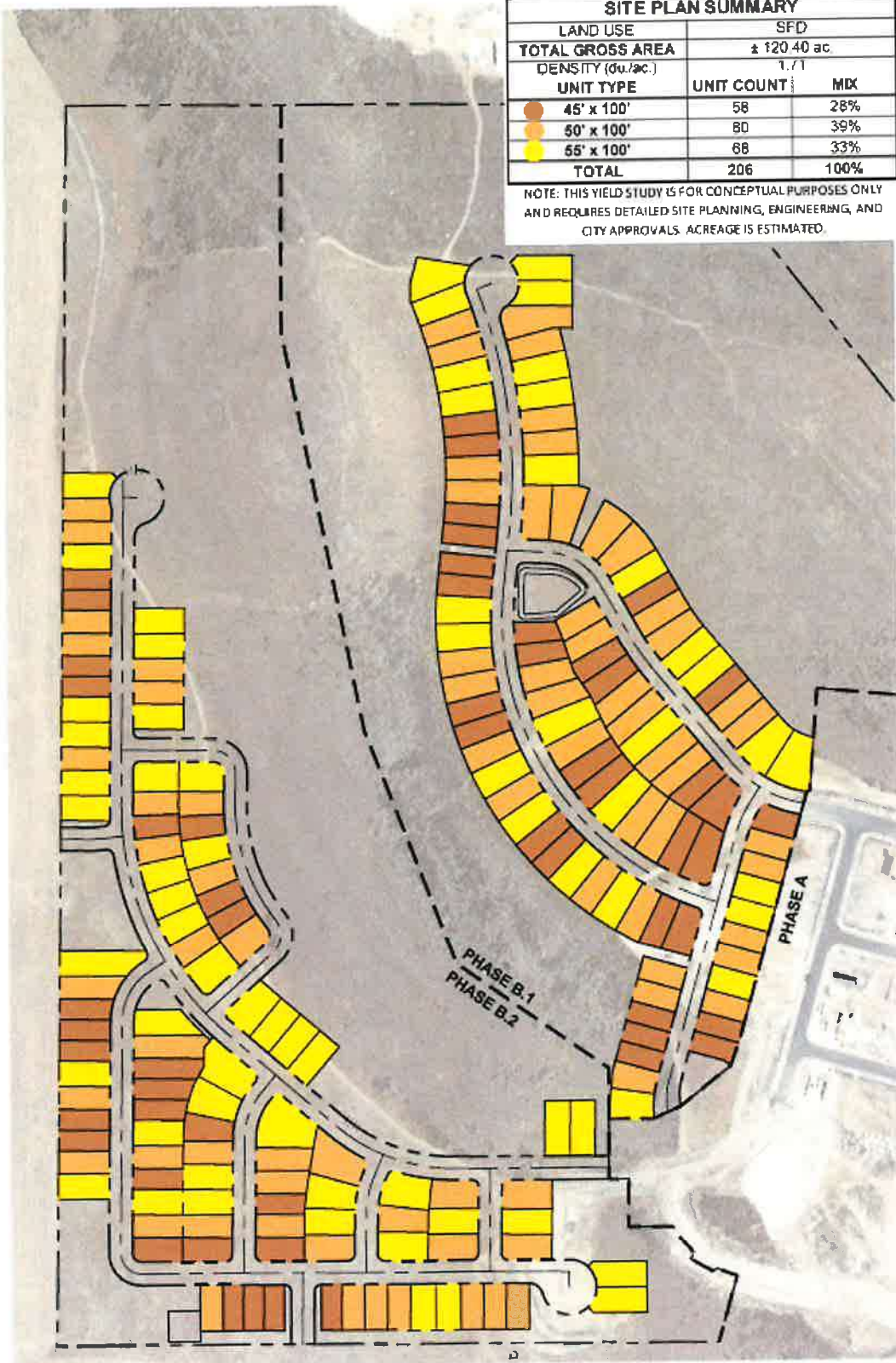
EAGLE MOUNTAIN CITY

By: 
Steve Mumford, AICP
Planning Director

Date: 1/24/2022

SITE PLAN SUMMARY		
LAND USE	SFD	
TOTAL GROSS AREA	± 120.40 ac.	
DENSITY (Du./ac.)	1.7/1	
UNIT TYPE	UNIT COUNT	MDX
45' x 100'	58	28%
50' x 100'	80	39%
55' x 100'	68	33%
TOTAL	206	100%

NOTE: THIS YIELD STUDY IS FOR CONCEPTUAL PURPOSES ONLY AND REQUIRES DETAILED SITE PLANNING, ENGINEERING, AND CITY APPROVALS. ACREAGE IS ESTIMATED.





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
FEBRUARY 15, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Issuance and Sale of Not More Than \$20,000,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2022; Fixing the Maximum Aggregate Principal Amount of the Bonds; The Maximum Number of Years Over Which the Bonds May Mature, the Maximum Interest Rate Which the Bonds May Bear, and the Maximum Discount From Par at Which the Bonds May be Sold; Providing for the Publication of a Notice of Public Hearing and Bonds to be Issued; Providing for the Running of a Contest Period; Authorizing the Execution by the City of a General and Supplemental Indenture of Trust, and Other Documents Necessary for the Issuance of the Series 2022 Bonds; Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transaction Contemplated by this Resolution; and Related Matters.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Staff

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution of Eagle Mountain City, Utah, authorizing the issuance and sale of not more than \$20,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2022; fixing the maximum aggregate principal amount of the Bonds. The maximum number of years over which the Bonds may mature, the maximum interest rate which the Bonds may bear, and the maximum discount from par at which the Bonds may be sold; providing for the publication of a notice of public hearing and bonds to be issued; providing for the running of a contest period; authorizing the execution by the City of a General and Supplemental Indenture of Trust, and other documents necessary for the issuance of the Series 2022 Bonds; authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this resolution; and related matters.

BACKGROUND:

The proposed resolution is for the issuance of Sales Tax Revenue Bonds, Series 2022, to finance road and sewer system improvements. Funds will be used to widen Eagle Mountain Boulevard from two lanes to four lanes from Pony Express Parkway to just past Aviator Avenue, and to install medians and landscaping within the widening project area. A sewer trunk line will be installed beneath Eagle Mountain Boulevard for the length of the widening project.

Funds will also be used to remove the roundabout at the intersection of Eagle Mountain Boulevard and Pony Express Parkway and install a traffic signal in its place.

Two lanes will be added to Midvalley Road from the existing end of pavement west of Frontier Middle School to Eagle Mountain Boulevard, and two lanes will be added to Old Airport Road from the existing end of the first phase to SR-73. The Old Airport Road project will not begin until after the MAG road funding analysis period in late summer 2022 and extend until 2023.

ITEMS FOR CONSIDERATION:**REQUIRED FINDINGS:****PLANNING COMMISSION ACTION/RECOMMENDATION:****ATTACHMENTS:**

[RES--Parameters Resolution Sales Tax Rev Bonds 2022](#)

[Exhibit B--First Supplemental Indenture - Eagle Mt Sales Tax Rev Bonds 2022](#)

[Exhibit B--General Indenture - Eagle Mt Sales Tax Rev Bonds 2022](#)

[Exhibit C--Bond Purchase Agreement - Eagle Mt City Sales Tax Rev Bonds 2022](#)

Eagle Mountain, Utah

February 15, 2022

The City Council (the “Council”) of Eagle Mountain City, Utah (the “City”), met in regular public session at the regular meeting place of the Council in Eagle Mountain City, Utah on February 15, 2022, at the hour of 7:00 p.m., with the following members of the Council being present:

Tom Westmoreland	Mayor
Donna Burnham	Councilmember
Colby Curtis	Councilmember
Jared Gray	Councilmember
Carolyn Love	Councilmember
Brett Wright	Councilmember

Also present:

Paul Jerome	City Administrator
Fionnuala Kofoed	Director of Administrative Services/City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the City Council a Certificate of Compliance with Open Meeting Law with respect to this February 15, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH (THE “CITY”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$20,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2022; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE CITY OF A GENERAL AND SUPPLEMENTAL INDENTURE OF TRUST, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2022 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), the City Council (the “City Council”) of Eagle Mountain City, Utah (the “City”), is authorized to issue bonds for the municipal purposes set forth in the Act; and

WHEREAS, subject to the limitations set forth herein, the City desires to issue its Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City) to (a) finance road and sewer system improvements and all related improvements (collectively, the “Project”), (b) fund any required deposit to a reserve fund, and (c) pay costs of issuance of the Series 2022 Bonds pursuant to this Resolution, a General Indenture of Trust and a Supplemental Indenture (together, the “Indenture”), in substantially the forms presented to the meeting at which this resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to call a public hearing for these purposes and to publish a notice of such hearing with respect to the Series 2022 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”), in substantially the form

attached hereto as Exhibit C, to be entered into between the City and the underwriter or the purchaser (the “Underwriter/Purchaser”) selected by the City; and

WHEREAS, in order to allow the City (with the consultation and approval of the City’s Municipal Advisor, Lewis Young Robertson & Burningham, Inc. (the “Municipal Advisor”)), flexibility in setting the pricing date of the Series 2022 Bonds to optimize debt service savings to the City, the Council desires to grant to any two of the Mayor or Mayor Pro Tem (collectively, the “Mayor”), the City Administrator (the “City Administrator”) or the Finance Director (the “Finance Director”) (collectively, the “Designated Officers”), in accordance with state law, the authority approve the interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2022 Bonds shall be sold and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of Eagle Mountain City, Utah, as follows:

Section 1 The City hereby authorizes and approves the issuance and sale of the Series 2022 Bonds for the purpose of financing the Project, funding any required debt service reserve fund, and paying costs of issuance of the Series 2022 Bonds, in the aggregate principal amount of not to exceed \$20,000,000, to bear interest at the rate or rates of not to exceed five percent (5.00%) to mature in not more than thirty-one (31) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and to be subject to redemption, all as shall be approved by the Designated Officers within the parameters set forth herein so long as the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in this Section 1.

Section 2 The forms of General Indenture and Supplemental Indenture and Bond Purchase Agreement in substantially the forms attached hereto as Exhibit B and Exhibit C, are in all respects hereby authorized and approved, and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver the same on behalf of the City, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2022 Bonds for and on behalf of the City by execution of the Indenture and Bond Purchase Agreement, provided that such terms are within the Parameters set by this Resolution.

Section 3 The form, terms, and provisions of the Series 2022 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2022 Bonds and to deliver said Series 2022 Bonds to the trustee for the Series 2022 Bonds (the “Trustee”)

for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 4 The Designated Officers and other appropriate officials of the City are authorized to make any alterations, changes or additions to the General Indenture and Supplemental Indenture, the Bond Purchase Agreement, the Series 2022 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2022 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the City Council or the provisions of the laws of the State of Utah or the United States.

Section 5 The Designated Officers and other appropriate officials of the City are hereby authorized and directed to execute and deliver to the Trustee the written order of the City for authentication and delivery of the Series 2022 Bonds in accordance with the provisions of the Indenture.

Section 6 Upon their issuance, the Series 2022 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2022 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2022 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 7 The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate (including the preparation and distribution of any offering document or materials relating to the Series 2022 Bonds) in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8 After the Series 2022 Bonds are delivered to the trustee and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of the Series 2022 Bonds is deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9 The City shall hold a public hearing on March 15, 2022 to comply with the Act and to receive input from the public with respect to (a) the issuance of the Series 2022 Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2022 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is published and such publication shall be made (i) once in *The Daily Herald*, a newspaper of general circulation in the City; (ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended; and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code

Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of the newspaper publication thereof. The City directs its officers and staff to publish a “Notice of Public Hearing and Bonds to be Issued” in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on February 15, 2022, the City Council (the “Council”) of Eagle Mountain City, Utah (the “City”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the City’s Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City), and called a public hearing to receive input from the public.

TIME, PLACE, LOCATION AND PURPOSE OF PUBLIC HEARING

The City shall hold a public hearing on March 15, 2021, at the hour of 7:00 p.m. at 1650 East Stagecoach Run, Eagle Mountain City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2022 Bonds for the Project described herein and (b) any potential economic impact that the public infrastructure to be financed with the proceeds of the Series 2022 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2022 BONDS

The Series 2022 Bonds will be issued for the purpose of (a) financing road and sewer system improvements and all related improvements (collectively, the “Project”), (b) funding any debt service reserve funds, as desirable and (c) paying costs of issuance of the Series 2022 Bonds.

PARAMETERS OF THE SERIES 2022 BONDS

The City intends to issue the Series 2022 Bonds in the aggregate principal amount of not more than Twenty Million Dollars (\$20,000,000), to mature in not more than thirty-one (31) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Series 2022 Bonds are to be issued and sold by the City pursuant to the Resolution and a General Indenture of Trust and a Supplemental Indenture to be entered into in connection with the Series 2022 Bonds (together, the “Indenture”) which were before the Council in substantially final form at the time of the adoption of the Resolution and said Supplemental Indenture is to be executed by the City in such form and with such changes thereto as shall be approved by the City; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2022 Bonds will not exceed the maximums set forth above. The City reserves the right to not issue the Series 2022 Bonds for any reason and at any time up to the issuance of the Series 2022 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge all or any portion of (i) the local sales and use tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code Annotated 1953, as amended (“Utah Code”) and (ii) the franchise tax revenues received by the City pursuant to (a) Title 10, Chapter 1, Part 3, Utah Code and (b) Title 10, Chapter 1, Part 4, Utah Code, for payment of the Series 2022 Bonds (collectively, the “Revenues”).

OUTSTANDING BONDS SECURED BY REVENUES

The City currently has no bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Additional information regarding the City's outstanding bonds may be found in the City's financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport>. For additional information, including any information more recent than as of the date of the Financial Report, please contact the City Administrator, at (801) 789-6066.

TOTAL ESTIMATED COST OF SERIES 2022 BONDS

Based on the City's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2022 Bonds, if held until maturity, is \$20,478,000.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder at 1650 E. Stagecoach Run, Eagle Mountain, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it pertains to the Series 2022 Bonds), or the Series 2022 Bonds, or any provision made for the security and payment of the Series 2022 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Eagle Mountain City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2022 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Eagle Mountain City, Utah are filed with the City during said 30-day period, the City shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2022 Bonds. If fewer than 20% of the registered voters of Eagle Mountain City, Utah file a written petition during said 30-day period, the City may proceed to issue the Series 2022 Bonds without an election.

DATED this February 15, 2022.

/s/ Fionnuala Kofoed

Director of Administrative Services/City
Recorder

Section 10 The City hereby reserves the right to opt not to issue the Series 2022 Bonds for any reason.

Section 11 The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2022 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2022 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$20,000,000.

Section 12 All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

PASSED, ADOPTED AND APPROVED this February 15, 2022.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

Mayor

ATTEST:

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Fionnuala Kofoed, the undersigned Director of Administrative Services/City Recorder of Eagle Mountain City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the February 15, 2022, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on February ____, 2022, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council; (b) provided to at least one newspaper of general circulation within the City on _____; and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 15, 2022.

(SEAL)

By: _____
Director of Administrative Services/
City Recorder

Attachments:
SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EXHIBIT B

INDENTURE

(Forms of General Indenture and Supplemental Indenture)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____], 2022

between

EAGLE MOUNTAIN CITY, UTAH,
as Issuer

and

[TRUSTEE],
as Trustee

and supplementing the

General Indenture of Trust

Dated as of [_____], 2022

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of [_____], 2022, by and between Eagle Mountain City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and [TRUSTEE], a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of [_____], 2022 (the “General Indenture”), with the Trustee; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns, or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Issuer desires to finance all or a portion of the cost of [road and sewer system improvements and related improvements] (collectively, the “Series 2022 Project”); and

WHEREAS, to (a) finance the Series 2022 Project and (b) pay the costs of issuance associated with the issuance of the Series 2022 Bonds herein authorized, the Issuer has determined to issue its Sales Tax Revenue Bonds, Series 2022 in the aggregate principal amount of \$_____ (the “Series 2022 Bonds”); and

WHEREAS, based upon the information available to the Issuer, the Series 2022 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2022 Bonds will be issued; and

WHEREAS, the Series 2022 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture of Trust (the “First Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, the execution and delivery of the Series 2022 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2022 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2022 Bonds, and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto [TRUSTEE], as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds;

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This First Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

["Bond Purchase Contract" means the agreement by and between the Issuer and the Underwriter dated _____, 2022.]

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"City" means Eagle Mountain City, Utah.

"Dated Date" means, with respect to the Series 2022 Bonds, _____, 2022.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

"Interest Payment Date" means, with respect to the Series 2022 Bonds, each _____ and _____ commencing _____, 2022.

"Regular Record Date" means the fifteenth day immediately preceding each Interest Payment Date.

"Series 2022 Bonds" means the Issuer's \$_____ Sales Tax Revenue Bonds, Series 2022 herein authorized.

"Series 2022 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2022 Bonds shall be deposited as provided herein.

"Series 2022 Cost of Issuance Account" means the account established pursuant to Section 3.2 herein with respect to the Series 2022 Bonds.

"Series 2022 Debt Service Reserve Requirement" means \$_____.

"Series 2022 Project" means the financing of [all or a portion of] the cost of [road and sewer system improvements and related improvements].

“Underwriter” means _____.

ARTICLE II

ISSUANCE OF THE SERIES 2022 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2022 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance costs of the Series 2022 Project and (ii) pay costs incurred in connection with the issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2022 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Sales Tax Revenue Bonds, Series 2022.”

Section 2.2 Date, Maturities and Interest. The Series 2022 Bonds shall be dated as of the Dated Date, and shall mature on December 1 in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2022 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date
(_____)

Principal Amount

Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2022 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2022 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2022 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2022 Bonds.

Section 2.4 Delivery of Bonds. The Series 2022 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon payment of the purchase price thereof.

Section 2.5 Designation of Registrar. [TRUSTEE], _____, or Trustee's Principal Corporate Trust Office, is hereby designated as Registrar for the Series 2022 Bonds, which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.6 Designation of Paying Agent. [TRUSTEE], _____, or Trustee's Principal Corporate Trust Office, is hereby designated as Paying Agent for the Series 2022 Bonds, which appointment shall be evidenced by a written acceptance from the Paying Agent.

Section 2.7 Limited Obligation. The Series 2022 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2022 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.8 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.8 the Registered Owner of all Series 2022 Bonds shall be, and the Series 2022 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.8, "DTC"). Payment of the interest on any Series 2022 Bonds shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2022 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2022 Bonds. Upon initial issuance, the ownership of each such Series 2022 Bonds shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2022 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any

beneficial owner of any of such Series 2022 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2022 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2022 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2022 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2022 Bonds for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2022 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2022 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2022 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2022 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.8, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word "Cede" in this First Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.8, and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2022 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2022 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2022 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2022 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2022 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of

written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2022 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2022 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2022 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2022 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2022 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2022 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2022 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2022 Bonds.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2022 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2022 Bonds and all notices with respect to such Series 2022 Bonds shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2022 Bonds registered in the name of Cede pursuant to this First Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.9 Optional Redemption. The Series 2022 Bonds maturing on or prior to _____, are not subject to call or redemption prior to maturity. The Series 2022 Bonds maturing on or after _____, are subject to redemption at the option of the Issuer on _____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer and by lot within each maturity if less than the full amount of any maturity is to be redeemed at a redemption

price of 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2022 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

Section 2.11 General Covenant. The average annual installments of principal and interest on the Series 2022 Bonds will not at any one time exceed eighty percent (80%) of the total amount of Revenues received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the issuance of the Series 2022 Bonds was adopted.

ARTICLE III

APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2022 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2022 Bonds in the amount of \$_____, being the par amount of the Series 2022 Bonds, plus a [net] reoffering premium of \$_____, and less an Underwriter's discount of \$_____, which amount the Trustee shall apply as follows:

(a) In the Series 2022 Construction Account within the Construction Fund, the amount of \$_____ to finance the Series 2022; and

(b) The remaining amount to be deposited into the Series 2022 Costs of Issuance Account to pay costs of issuance.

Section 3.2 Creation and Operation of Series 2022 Cost of Issuance Account. A Series 2022 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2022 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2022 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative of the Issuer, in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2022 Cost of Issuance Account 60 days after delivery of the Series 2022 Bonds shall be paid to the Issuer.

Section 3.3 Disbursements from Series 2022 Construction Account. Disbursements of moneys in the Series 2022 Construction Account shall be made in accordance with the provisions of Section 5.1 of the General Indenture.

Section 3.4 Series 2022 Debt Service Reserve Account. For purposes of the Series 2022 Bonds, the Debt Service Reserve Requirement shall equal \$0.

Section 3.5 Series 2022 Bonds as Initial Bonds; Delivery to Underwriter. The Series 2022 Bonds are Initial Bonds under the Indenture. It is hereby determined that the Series 2022 Bonds shall be authenticated and delivered to the account of the Underwriter upon compliance with the General Indenture and the Bond Purchase Contract.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE, SALE OF SERIES 2022 BONDS

Section 4.1 Confirmation of General Indenture. As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 4.2 Confirmation of Sale of Series 2022 Bonds. The sale of the Series 2022 Bonds to the Underwriter as described in Section 3.1 herein is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first above written.

EAGLE MOUNTAIN CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

City Recorder

[TRUSTEE],
as Trustee

By: _____

Title: _____

EXHIBIT A

(FORM OF SERIES 2022 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
EAGLE MOUNTAIN CITY, UTAH
SALES TAX REVENUE BONDS
SERIES 2022**

Number R - \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
____%	_____, ____	_____	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS*****

Eagle Mountain City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year commencing _____, 2022 (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Series 2022 Bond at the principal offices of [TRUSTEE], _____ ("Trustee" and "Paying Agent") or its successors. Interest on this Series 2022 Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be

paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Series 2022 Bond is one of an issue of Bonds of the Issuer designated Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) in the aggregate principal amount of \$_____ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust, dated as of [_____], 2022, and a First Supplemental Indenture of Trust dated as of [_____], 2022, each by and between the Issuer and the Trustee, (collectively the “Indenture”) approved by resolution adopted on _____, 2022 (the “Bond Resolution”), for the purpose of (i) financing [all or a portion of] the cost of [road and sewer system improvements and related improvements] (collectively, the “Series 2022 Project”), and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Series 2022 Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Series 2022 Bond and the issue of which it is a part are payable solely from a special fund designated “Eagle Mountain City, Utah Sales Tax Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Series 2022 Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2022 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2022 Bonds, and the Parity Bonds from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2022 Bonds, the terms upon which the Series 2022 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Series 2022 Bond assents by the acceptance of this Series 2022 Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2022 Bonds and on all Series 2022 Bonds authenticated prior to the first Interest Payment Date, shall accrue from the Dated Date specified above. Interest on the Series 2022 Bonds authenticated on or subsequent to the

first Interest Payment Date, shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2022 Bonds shall be in default, interest on the Series 2022 Bonds issued in exchange for Series 2022 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2022 Bonds surrendered.

The Series 2022 Bonds are subject to redemption prior to maturity as provided in the Indenture.

This Series 2022 Bonds is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of [TRUSTEE] (the “Registrar”), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 2022 Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2022 Bonds shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2022 Bonds is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2022 Bonds does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2022 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Series 2022 Bonds and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2022 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2022 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE

SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2022 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2022 Bonds have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2022 Bonds, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2022 Bonds and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2022 Bonds is one and all bonds issued on a parity with this Series 2022 Bonds.

This Series 2022 Bonds shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2022 Bonds shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2022 Bonds to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)

Mayor

COUNTERSIGN:

(facsimile or manual signature)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sales Tax Revenue Bonds, Series 2022 of Eagle Mountain City, Utah.

[TRUSTEE],
as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

[TRUSTEE]
[ADDRESS]

Pursuant to Section 3.2 of the First Supplemental Indenture of Trust dated as of [____], 2022, you are hereby authorized to pay to the following costs of issuance from the Series 2022 Cost of Issuance Account:

[See Attached Schedule]

AUTHORIZED REPRESENTATIVE,
EAGLE MOUNTAIN CITY, UTAH

COSTS OF ISSUANCE

Series 2022 Bonds

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------

SALES TAX REVENUE BONDS
GENERAL INDENTURE OF TRUST

Dated as of [____], 2022

between

EAGLE MOUNTAIN CITY, UTAH

and

[TRUSTEE]
as Trustee

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THIS GENERAL INDENTURE OF TRUST, dated as of [_____], 2022, by and between Eagle Mountain City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”), and [TRUSTEE], a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal corporate trust office in Salt Lake City, Utah, as trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance and/or refinance all or a portion of the costs of facilities, equipment and improvements for the benefit of the Issuer pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”); and

WHEREAS, the Issuer is authorized under the Act to issue its bonds secured by a pledge of and payable from the Revenues described herein; and

WHEREAS, the Issuer desires to pledge said Revenues toward the payment of the principal and interest on Bonds issued hereunder:

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the principal of and premium, if any, and interest on the Bonds, of all Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, with respect to the Revenues, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to

the lien or otherwise of any Bond or Security Instrument Issuer over any other by reason of time of issuance, sale, delivery or maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof, and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article X hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Accreted Amount” means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

“Act” means, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code, each to the extent applicable.

“Additional Bonds” means all Bonds issued under this Indenture other than the Initial Bonds.

“Administrative Costs” means all Security Instrument Costs, Reserve Instrument Costs and Rebtable Arbitrage.

“Aggregate Annual Debt Service Requirement” means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

“Authorized Amount” means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

“Authorized Representative” means [the Mayor, the City Administrator, or the Finance Director] of the Issuer or any other officer of the Issuer certified in writing to the Trustee by the Issuer.

“Average Aggregate Annual Debt Service Requirement” means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

“Balloon Bonds” means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

“Bond Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Bond Fund created in Section 3.2 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

“Bond Fund Year” means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

“Bondholder,” “Bondowner,” “Registered Owner” or “Owner” means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

“Bonds” means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

“Build America Bonds” means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a “qualified bond” under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

“Business Day” means any day (i)(a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Principal Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

“Capital Appreciation Bonds” means Bonds, the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

“City Recorder” means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercial Paper Program” means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

“Construction Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

“Cost” or “Costs” or “Cost of Completion”, or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

- (a) amounts payable to contractors and costs incident to the award of contracts;
- (b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;
- (c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;
- (d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (e) interest expenses, including interest on the Series of Bonds relating to a Project;
- (f) printing, engraving and other expenses of financing, including fees of financial rating services and other costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));
- (g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;
- (h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;
- (i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;
- (j) cost of site improvements performed by the Issuer in anticipation of a Project;
- (k) moneys necessary to fund the Funds created under this Indenture;
- (l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;
- (m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, “Cost” includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

“Cross-over Date” means, with respect to Cross-over Refunding Bonds, the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

“Cross-over Refunded Bonds” means Bonds or other obligations refunded by Cross-over Refunding Bonds.

“Cross-over Refunding Bonds” means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

“Current Interest Bonds” means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

“Debt Service” means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of Section 2.13 hereof,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that

such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations, as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(5) When calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations; and

(6) Amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations, and (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued.

"Debt Service Reserve Fund" means the Eagle Mountain City, Utah Sales Tax Revenue Debt Service Reserve Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means, with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (a) ten percent (10%) of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds two percent (2%) of original Principal, then determined on the basis of initial purchase price to the public), (b) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (c) one hundred twenty-five percent (125%) of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series issued pursuant to this Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two (2) Series pro rata based upon the total principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

“Direct Payments” means the interest subsidy payments received by the Issuer from the Internal Revenue Service pursuant to Section 6431 of the Code or other similar programs with respect to Bonds issued hereunder.

“Escrowed Interest” means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of refunding bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

“Event of Default” means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

“Fitch” means Fitch Ratings.

“Governing Body” means the City Council of the Issuer.

“Government Obligations” means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market;
- (c) Zero Coupon United States Treasury Bonds; and
- (d) Any other direct obligations of or obligations fully and unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as “REFCORP strips”).

“Indenture” means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

“Initial Bonds” means the first Series of Bonds issued under this Indenture.

“Interest Payment Date” means the stated payment date of an installment of interest on the Bonds.

“Interest Rate Swap” means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

“Issuer” means Eagle Mountain City, Utah and its successors.

“Mayor” means the Mayor of the Issuer or any successor to the duties of such office.

“Moody’s” means Moody’s Investors Service, Inc.

“MSRB” means the Municipal Securities Rulemaking Board.

“Outstanding” or “Bonds Outstanding” means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

“Owner(s)” or “Registered Owner(s)” means the registered owner(s) of the Bonds according to the registration books of the Issuer maintained by the Trustee as Registrar for the Bonds pursuant to Sections 2.6, 6.5, and 11.5 hereof.

“Paired Obligations” means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the Principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates of which, when taken together, result in an irrevocably fixed interest rate obligation of the Issuer for the terms of such Bonds.

“Paying Agent” means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

“Pledged Bonds” means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

“Principal” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case “Principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

“Principal Corporate Trust Office” means, with respect to the Trustee, the office of the Trustee at _____, or such other or additional offices as may be specified by the Trustee.

“Principal Installment” means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

“Project” means the acquisition, construction, and/or improvement of capital facilities, equipment and/or improvements financed or refinanced with a Series of Bonds that qualifies as an appropriate use for the Revenues.

“Put Bond” means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Put Bond and designating it as a “Put Bond”.

“Qualified Investments” means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer’s Home Administration; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA’s);

(c) Money market funds rated “AAAm” or “AAAm-G” or better by S & P and/or the equivalent rating or better of Moody’s (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to such funds;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s or “A-1+” by S&P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated “AAA” by S&P and “Aaa” by Moody’s issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, Annotated 1953, as amended, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

"Rating Agency" means Fitch, Moody's or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" means with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial rebate calculation date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

"Rebate Fund" means the Eagle Mountain City, Utah Sales Tax Revenue Rebate Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.7 hereof.

"Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

“Regular Record Date” means, unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day immediately preceding each Interest Payment Date.

“Regulations,” and all references thereto means the applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

“Remarketing Agent” means the remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

“Repayment Obligations” means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

“Reserve Instrument” means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term “Reserve Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

“Reserve Instrument Agreement” means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

“Reserve Instrument Costs” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

“Reserve Instrument Coverage” means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

“Reserve Instrument Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Reserve Instrument Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

“Reserve Instrument Limit” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal of the applicable Series of Bonds.

“Reserve Instrument Provider” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

“Revenue Fund” means the Eagle Mountain City, Utah Sales Tax Revenue Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

“Revenues” means (i) 100% of the Sales and Use Tax [add franchise taxes, if applicable,] and (ii) Direct Payments.

“S&P” means S&P Global Ratings.

“Sales and Use Tax” means 100% of the sales and use tax revenues received by the Issuer pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code.

“Security Instrument” means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term “Security Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a “Security Instrument” for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

“Security Instrument Agreement” means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

“Security Instrument Costs” means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

“Security Instrument Issuer” means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

“Security Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for

payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Sinking Fund Account” means the Eagle Mountain City, Utah Sales Tax Revenue Sinking Fund Account of the Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

“Sinking Fund Installment” means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

“State” means the State of Utah.

“Supplemental Indenture” means any supplemental indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

“Swap Counterparty” means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

“Swap Payments” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

“Swap Receipts” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

“Term Bonds” means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

“Termination Payments” means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

“Trustee” means [TRUSTEE], or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

“Utah Code” means Utah Code Annotated 1953, as amended.

“Variable Rate Bonds” means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by the Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance and delivery or maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder”, and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated "Sales Tax Revenue [Refunding] Bonds, Series ____ [Federally Taxable]," in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners of \$1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States of America designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified in the

related Supplemental Indenture, the interest on Bonds so payable and punctually paid and duly provided for on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers of the purchase price therefor to the Trustee for the account of the Issuer. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application of said purchase price. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds;

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's City Council approving the execution and delivery of the instruments specified in Section 2.4(c)(i) above and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings;

(iii) A request and authorization of the Issuer to the Trustee to authenticate such Series of Bonds in the aggregate principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee for account of the Issuer of the sum specified therein;

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and such Series of Bonds and this Indenture has been duly executed and delivered by the Issuer and is a valid,

binding and enforceable agreement of the Issuer; (b) this Indenture creates the valid pledge which it purports to create of the Revenues; and (c) the Bonds of such Series are valid and binding obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds;

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith;

(e) Subject to any limitations contained in a Supplemental Indenture, the Issuer may provide a Security Instrument for any Series of Bonds (or may substitute one Security Instrument for another);

(f) The Issuer may provide by Supplemental Indenture for the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith;

(g) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine;

(h) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (I) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondowners for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (II) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent; and

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument; and

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(i) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder. The obligation of the Issuer to pay Swap Payments may be secured with (A) a lien on the Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (B) a subordinate lien on the Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Principal Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed

by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 herein, to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable out of Revenues on a parity with the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues, less any Direct Payments, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds; and

provided, however, that such Revenue coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance) and/or (iii) any other lawful purpose of the Issuer.

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Revenues to secure payment of the Bonds and Repayment Obligations hereunder, the Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinate to that of the Bonds and Repayment Obligations.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Construction Fund. There is hereby created

and ordered established in the custody of the Trustee a separate account within the Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Construction Fund.

Section 3.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.3 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.4 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.5 Creation of Reserve Instrument Fund. There is hereby created and ordered and established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.6 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.7 Creation of Revenue Fund. There is hereby created and ordered established in the custody of the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.8 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any fund.

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing, and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three (3) Business Days (or within such longer period as is reasonably required to liquidate investments in the Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Construction Fund or to inquire into the purposes for which disbursements are being made from the Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) above shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a

similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund to be applied toward the redemption of the Series of Bonds issued to finance such Project or to pay principal and/or interest next falling due with respect to the Bonds.

(g) The Trustee shall, to the extent there are no other available funds held under the Indenture, use the remaining funds in the Construction Fund to pay principal and interest on the Bonds at any time in the event of a payment default hereunder.

Section 5.2 Application of Revenues. All Revenues shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(a) So long as any Bonds are Outstanding and as a first charge and lien on the Revenues, the Issuer shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, allocate to the Revenue Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the Issuer need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) the principal and premium, if any, falling due on the next succeeding principal payment date established for the Bonds; plus

(iii) the Sinking Fund Installment falling due on the next succeeding Sinking Fund Installment payment date, plus

(iv) notwithstanding subsections (i) through (iii) above, amounts owing with respect to Administrative Costs which shall be paid by the Issuer from time to time as they become due and payable.

The Issuer shall transfer from the Revenue Fund or otherwise provide for allocation from Revenues to the Trustee for deposit to the Bond Fund at least fifteen days prior to each Interest Payment Date amounts sufficient to pay the principal of, premium, if any, and

interest on the Bonds promptly on each such Interest Payment Date as the same become due and payable.

(b) As a second charge and lien on the Revenues, the Issuer shall on or before fifteen days prior to each Interest Payment Date, principal payment date, and Sinking Fund Installment payment date, make the following transfers to the Trustee:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(b)(ii)) of remaining Revenues if less than the amount necessary, and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of such month, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(b)(i)) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit, such that the Reserve Instrument Coverage shall equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

The Revenues remaining after the foregoing deposits and transfers in each month and not required to be used for remedying any deficiencies in payments previously made into the Funds hereinabove established, may be used at any time for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

(i) accrued interest received upon the issuance of any Series of Bonds;

(ii) all moneys payable by the Issuer as specified in Section 5.2(a) hereof;

(iii) any amount in the Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project or pursuant to Section 5.1(g) hereof;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity

with the payments to be made with respect to principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (i) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding), (ii) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms, and (iii) all fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement, all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of

a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof or (ii) deposited from available Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any bond insurer or other Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to Section 5.2(b) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(b)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to Bonds for which such Reserve Instrument was obtained.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement. The Issuer may, upon obtaining an approving

opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument and use such amounts for the related Project or to pay principal on the related Bonds.

Section 5.7 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.7 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.7.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.7. By agreeing to give

this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.7 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as Build America Bonds.

Section 5.8 Investment of Funds. Any moneys in the Bond Fund, the Construction Fund, the Rebate Fund, the Reserve Instrument Fund and the Debt Service Reserve Fund shall, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.8. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grants the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered “arbitrage bonds” within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.9 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.7 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.10 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder and Reserve Instrument Provider as follows:

- (a) Pursuant to Section 11-14-307(2)(d) of the Act, while any of the Bonds remain outstanding and unpaid, or any Repayment Obligations are outstanding, the ordinance, resolution or other enactment of the Issuer imposing the taxes described in the definition of Revenues and pursuant to which said taxes are being collected, the obligation of the Issuer to continue to levy, collect, and allocate such taxes, and to apply such Revenues in accordance with the provisions of the authorizing ordinance, resolution or other enactment, shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or Repayment Obligations which would in

any way jeopardize the timely payment of principal or interest when due. The Issuer covenants to take all actions necessary to continue the Sales and Use Tax included in the Revenues.

(b) The outstanding Bonds to which the Revenues (less Direct Payments) of the Issuer have been pledged as the sole source of payment shall not at any one time exceed an amount for which the Average Aggregate Annual Debt Service Requirement of the Bonds will exceed eighty percent (80%) of the Revenues (less Direct Payments) to be received by the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the applicable Series of Bonds is adopted.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating to the receipt and disbursements of the Revenues. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements of the Revenues, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

Section 6.2 First Lien Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Revenues and shall not be entitled to any priority one over the other in the application of the Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment

Obligations are payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Principal Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds and Direct Payments. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as “tax-exempt Bonds”. Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer's Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds or Build America Bonds issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not take any action that would jeopardize the Direct Payments on Build America Bonds issued under this Indenture, (iii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation, (iv) will not omit to take or cause to be taken, in timely manner, any action, which omission would jeopardize the Direct Payments on Build America Bonds issued under this Indenture, and (v) to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds and the Direct Payments on Build America Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.10 Covenant of State of Utah. In accordance with Section 11-14-307(3), Utah Code Annotated 1953, as amended, the State of Utah hereby pledges and agrees with the Owners of the Bonds and all Reserve Instrument Providers that it will not alter, impair or limit the taxes included in the Revenues in a manner that reduces the

amounts to be rebated to the Issuer which are devoted or pledged herein until the Bonds, together with applicable interest, and all Reserve Instrument Repayment Obligations, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Owners of the Bonds.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an “Event of Default”:

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer’s property

and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Event of Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding hereunder; or

(j) the occurrence of any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder including the right to require the Issuer to make monthly deposits to the Bond Fund in the amounts set forth in Sections 5.2(a)(i) through 5.2(a)(iii).

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any

other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any

particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants

any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion, and with the prior written consent of all Security Instrument Issuers at the time providing Security Instruments, waive any Event of Default hereunder

and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the principal of any Bonds at the date that a Principal Installment is due or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The

Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or 7.1(b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or satisfactory indemnity against such risk or liability is not assured to it.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and

all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee by Registered Owners; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer or if an Event of Default exists by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners. Every successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than \$50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed and/or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc.. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee of Funds; Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 8.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised

by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. The Trustee shall also make available for inspection by any Registered Owner a copy of said annual accounting (with the names and addresses of Registered Owners receiving payment of debt service on the Bonds deleted therefrom) and shall mail the same if requested in writing to do so by Registered Owners of at least 25% in aggregate principal amount of Bonds then Outstanding to the designee of said Owners specified in said written request at the address therein designated. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

Section 8.16 Direct Payment Authorization. The Issuer hereby authorizes and directs the Trustee to take all necessary actions to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Issuer under Sections 54AA and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized, including, but not limited to, filing and signing IRS Form 8038-CP, receiving the Direct Payment on the Issuer's behalf, and using such Direct Payment to pay Debt Service on the Bonds. For fixed rate bonds, the Trustee shall file the 8038-CP at least 50 days (but not more than 90 days) before the relevant Interest Payment Date (unless otherwise directed by a change in regulations). For variable rate bonds, the Trustee shall file the 8038-CP for reimbursements in arrears within 25 days after the last Interest Payment Date within the quarterly period for which reimbursement is being requested (unless otherwise directed by a change in regulations). The Issuer hereby covenants that it will deposit the Direct Payments with the Trustee for use in paying Debt Service on the Bonds.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers, or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;
- (b) To cure any ambiguity or formal defect or omission herein;
- (c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;
- (d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;
- (e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, Annotated 1953, as amended, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America, or (C) to establish or maintain the Direct Payments related to any Series of Bonds;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project and (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary

notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);
- (b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to Article II above; and

(c) directing the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article X and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in Article II.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

No such deposit under this Article X shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any tax-exempt Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article VIII hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail 3330 South 1300 East, Eagle Mountain City, Utah, 84106, Attention: City Recorder, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail addressed to it at [TRUSTEE],

Corporate Trust Department, 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 11.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.10 Effective Date. This Indenture shall become effective immediately.

Section 11.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

EAGLE MOUNTAIN CITY, UTAH, as
Issuer

(SEAL)

Mayor

ATTEST:

City Recorder

[TRUSTEE],
as Trustee

By: _____

Title: _____

EXHIBIT A

FORM OF REQUISITION

RE: Eagle Mountain City, Utah [Taxable] Sales Tax Revenue [Refunding] Bonds,
Series _____ in the sum of \$_____

[TRUSTEE]

[ADDRESS]

You are hereby authorized to disburse from the 20_____ Account of the
Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT: \$_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is
a proper charge against the 20_____ Account of the Construction Fund based upon audited,
itemized claims substantiated in support thereof, and has not been the basis for a previous
withdrawal.

DATED: _____

Authorized Representative

BOND PURCHASE AGREEMENT

\$ _____
Eagle Mountain City, Utah
Sales Tax Revenue Bonds,
Series 2022

_____, 2022

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

The undersigned, [UNDERWRITER], as the underwriter of the hereinafter defined Series 2022 Bonds (the “Underwriter”), acting on behalf of the Underwriter and not as fiduciary or agent for you, offer to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with Eagle Mountain City, Utah (the “Issuer”) which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer’s \$ _____ aggregate principal amount of Sales Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds”), at a purchase price of \$ _____ (representing the principal amount of the Series 2022 Bonds, plus a [net] reoffering premium of \$ _____ and less an Underwriter’s discount of \$ _____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2022 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2022 Bonds shall be as described in the Official Statement dated _____, 2022, of the Issuer relating to the Series 2022 Bonds (together with all appendices thereto, the “Official Statement”), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of _____ 1, 2022 (the “General Indenture”), as amended and supplemented by

a First Supplemental Indenture of Trust dated as of _____ 1, 2022 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”) each by and between the Issuer and [TRUSTEE], as trustee (the “Trustee”); and all as authorized pursuant to a resolution adopted by the City Council of the Issuer on February 15, 2022 (the “Resolution”). The Series 2022 Bonds are payable from and secured solely by (i) Local Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953 (“Utah Code”), as amended [and (ii) the franchise tax revenues received by the Issuer pursuant to (a) Title 10, Chapter 1, Part 3, Utah Code and (b) Title 10, Chapter 1, Part 4, Utah Code], for payment of the Series 2022 Bonds (collectively, the “Revenues”), and all funds (other than the Rebate Fund) established by the Indenture. The Series 2022 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2022 Bonds are being issued for the purpose of (i) financing [road and sewer system improvements, and all related improvements] (collectively, the “Series 2022 Project”), [(ii) funding a required deposit to a reserve fund,] and (iii) paying costs of issuance with respect to the Series 2022 Bonds.

(d) The Indenture, the Series 2022 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Agreement are sometimes referred to collectively herein as the “Transaction Documents.”

(e) The Underwriter agrees to make an initial public offering of the Series 2022 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2022 Bonds and offer and sell the Series 2022 Bonds to certain dealers (including dealers depositing the Series 2022 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2022 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2022 Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2022 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2022 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2022 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2022 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2022 Bonds of that maturity; provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2022 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2022 Bonds.

(c) The Underwriter confirms that it has offered the Series 2022 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2022 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022 Bonds, the Underwriter will neither offer nor sell unsold Series 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

- (d) The Underwriter confirms that:
- (i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:
- (A) (i) to report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,
- (B) to promptly notify the Underwriter of any sales of Series 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below), and
- (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.
- (ii) any selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-

offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2022 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public),

(iii) a purchaser of any of the Series 2022 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are

subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Agreement, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore “deemed final” the Preliminary Official Statement dated _____, 2022, and relating to the Series 2022 Bonds (the “Preliminary Official Statement”) for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2022 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth as Appendix D to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2022, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the “Closing Date”), the Issuer will cause the Series 2022 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2022 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the

“Closing”). The Series 2022 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2022 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2022 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2022 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish

and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2022 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2022 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2022 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2022 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2022 Bonds, the Transaction Documents, and this Purchase Agreement, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Agreement or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material

fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2022 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions “THE SERIES 2022 BONDS—Book-Entry-Only System,” “UNDERWRITER,” and “APPENDIX F.”

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2022 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2022 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2022 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2022 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2022 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Agreement and 25 days following the “end of the underwriting period” (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2022 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Agreement and the Transaction Documents will constitute legal, valid and binding

obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Agreement and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. The Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Series 2022 Bonds and the Series 2022 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer's audited financial statements as of, and for the year ended June 30, 2021, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the Issuer at June 30, 2021, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Agreement are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2021, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2021, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. [Except as described in the Official Statement,] for the last five years the Issuer has been in compliance with each and every continuing disclosure undertaking it has entered into.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2022 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2022 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2022 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2022 Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the

issuance of the Series 2022 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2022 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2022 Bonds, including any action relating to the tax status of the Series 2022 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as [Appendix E] to the Official Statement, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2022 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2022 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2022 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2022 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2022 Bonds, any of the proceedings of the Issuer or

the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2022 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2022 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of the City Attorney, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor and the City Recorder of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2022 Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2022 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2022 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its

organization and financial and other affairs, and the application of the proceeds of sale of the Series 2022 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds, including the use of proceeds of sale of the Series 2022 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2022 Bonds have received a rating of “___” from [____];

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2022 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2022 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer's municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter at _____, _____, Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Eagle Mountain City, Utah, 1650 East Stagecoach Run, Eagle Mountain, Utah 84005, Attention: Mayor, with a copy thereof to the City Attorney at _____.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2022 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Agreement shall be governed by the laws of the State of Utah.

This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2022 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2022 Bonds. The Issuer has retained Lewis Young Robertson & Burningham, Inc. as its Independent Registered Municipal Advisor in this transaction.

This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Agreement shall become effective upon the execution by _____ and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

EAGLE MOUNTAIN CITY, UTAH

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(SEAL)

SCHEDULE A

\$_____

Eagle Mountain City, Utah
Sales Tax Revenue Bonds, Series 2022

Maturity Date (_____)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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** Hold-the-Offering-Price Maturity.
* General Rule Maturities.
c Yield to optional call on _____.

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

\$ _____

Eagle Mountain City, Utah
Sales Tax Revenue Bonds, Series 2022

The undersigned, on behalf of _____ (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Eagle Mountain City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Original Purchaser, and the Issuer, dated _____, 2022 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.]

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the

voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Purchaser” means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

[UNDERWRITER]

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Agreement*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

Browns Meadows Rezone and Preliminary Plat

Citywide Rezone

Eagle Quest East General Plan Amendment, Rezone, Master Development Plan, & Preliminary Plat

Fire Station 253 Site Plan & Rezone

May Land and Development Rezone and Preliminary Plat

Stonebridge Corner GP Amendment, Rezone, Concept Plan, and Code Amendment

Wildlife Corridor Rezone

Code Amendments

Electronic Reader Board Code Amendment – Applicant Proposed

Commercial District Node Overlay

Industrial Zone

Landlord Licensing

Landscaping Timing Requirements

Multifamily Commercial Design Standards

Private Road Standards/Intersections

Water-wise Landscaping