



EAGLE MOUNTAIN CITY COUNCIL MEETING

AUGUST 20, 2024, 4:00 PM

EAGLE MOUNTAIN CITY COUNCIL CHAMBERS

1650 EAST STAGECOACH RUN, EAGLE MOUNTAIN, UTAH 84005

4:00 PM WORK SESSION - CITY COUNCIL CHAMBERS

1. DISCUSSION AND INFORMATION ITEMS

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

1.A. PRESENTATION - Downtown Master Plan Proposals

1. GSBS Consulting
2. MHTN Architects
3. Psomas

1.B. DISCUSSION - Eagle Mountain Properties Rezone

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED SESSION

The City Council will adjourn into a Closed Session for the purpose of discussion of pending or reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 PM 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 ITEMS

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

9. PROCLAMATION

- 9.A. PROCLAMATION - A Proclamation of Eagle Mountain City, Utah, Proclaiming September 2024 as Parent Teacher Association Membership Month.

CONSENT AGENDA

10. AGREEMENTS

- 10.A. Agreement Renewal - Legislative Executive Consulting, LLC

11. BOND RELEASES

- 11.A. Antelope Meadows Phase B, Plat 4 - Into Warranty
11.B. Eagle Point Townhomes Plat C - Into Warranty
11.C. Eagle Ridge Phase 1 - Into Warranty
11.D. Hidden Hollow Phase C, Plat 1 - Out of Warranty
11.E. Scenic Mountain Phase C, Plat 3 - Out of Warranty

12. MINUTES

- 12.A. July 2, 2024 Minutes - Regular City Council Meeting
12.B. July 10, 2024 Minutes - Emergency City Council Meeting
12.C. July 10, 2024 Minutes - Special City Council Meeting
12.D. July 16, 2024 Minutes - Regular City Council Meeting
12.E. July 27, 2024 Minutes - Special City Council Meeting
12.F. August 6, 2024 Minutes - Regular City Council Meeting

13. RESOLUTIONS

- 13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook HGS LC for the Acquisition of a Right-of-Way along Old Airport Road.
13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook Long Ridge LC for the Acquisition of a Right-of-Way along Old Airport Road.
13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Stephen Mumford for Interim City Manager Services.
13.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Les Olson for Professional Services.

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Towns at Brylee Farms Development Agreement.

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed ordinance approves a development agreement for the Towns at Brylee Farms, which is located at the northwest corner of Eagle Mountain Boulevard and Aviator Avenue. The Brylee Estates Phase B preliminary plat (all townhomes) was originally approved on July 16, 2019, and was amended on January 5, 2021. The amendment moved and increased open space and park amenities between both Phase A (single-family) and Phase B. Two final plats have been approved and recorded within Phase B: Plat 1 approved on September 29, 2020, and Plat 2 on July 21, 2021. The approved amenities have been constructed in both phases. The preliminary plat has since expired and an extension was not requested by the applicant. The development agreement will allow the project to be completed as originally approved.

15. ORDINANCES

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Tract Development Agreement.

BACKGROUND: *(Presented by City Attorney Marcus Draper)* The proposed ordinance approves the Tract Development Agreement, which covers approximately 672 acres of land distributed among 2 different parcels. One of the parcels is located near the Meta, Google, and QTS sites. The other parcel abuts Industrial Planning Area 2 of the Firefly development in the southwestern portion of the City.

15.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Adopting the Triple Tail Community Reinvestment Project Area Plan, as Approved by the Redevelopment Agency of Eagle Mountain City, as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute.

BACKGROUND: *(Presented by Economic Development Director Evan Berrett)* The proposed ordinance will allow for the creation of the Triple Tail Community Reinvestment Project Area. This Plan is the end result of a comprehensive evaluation of the types of appropriate land uses and economic development for the land, which lies within twenty-four parcels in the City. The north parcels are south of 4000 North, north of Pole Canyon Blvd, and east of Tyson Pkwy. The south parcel is south of 1000 North and east of Pony Express Pkwy. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

16. RESOLUTIONS

16.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement for Consulting Services for the Downtown Master Plan.

BACKGROUND: *(Presented by Economic Development Director Evan Berrett)* The proposed resolution approves an agreement for consulting services for the Downtown Master Plan. The City Council will receive presentations from three firms in the earlier work session, and will select their preferred firm during this scheduled item.

17. LEGISLATIVE ITEMS

17.A. UPDATE - Legislative Priorities List

18. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

This time is set aside for the City Council's and Mayor's comments on City business, and for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

19. COMMUNICATION ITEMS

19.A. Financial Report

19.B. Upcoming Agenda Items

20. ADJOURNMENT

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

By the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodations 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 15th day of August, 2024, 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
AUGUST 20, 2024**

TITLE:	PRESENTATION - Downtown Master Plan Proposals
ITEM TYPE:	Presentation
FISCAL IMPACT:	
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council review the three proposals for development of a Downtown Master Plan.

BACKGROUND:

Eagle Mountain issued an RFP for consultant services to aid Council & Staff in the development of a Downtown Master Plan. Two proposals were initially received, and after taking a few more weeks to invite other firms to submit proposals, 2 more proposals were received. A staff evaluation committee reviewed those proposals to ensure they met the project criteria and were technically capable of providing the required assistance. One proposal was eliminated. As previously communicated to City Council, the remaining firms will be introduced to the City Council, present responses to questions that staff has provided them, and then respond to any questions the Council has. For the sake of not using up a lot of time in the meeting, and to provide equal and fair opportunity to present, each firm has 10 minutes to present and 10 minutes to respond to questions. These times are intended to be strictly followed. Later in the policy session, Council will have the opportunity to discuss what was learned and to award the contract to one of the firms.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Psomas Proposal
2. GSBS Consulting Proposal
3. MHTN Architects Proposal

Downtown Master Plan 2024

(EMC FY24-14)

EAGLE MOUNTAIN CITY



Proposal | 06.27.2024

P S O M A S

June 27, 2024

Melissa Yates
Purchasing Agent, Eagle Mountain City
1650 Stagecoach Run,
Eagle Mountain, UT 84005

Subject: EMC Downtown Master Plan 2024

Dear Melissa, Steve, Brandon, and the Selection Committee:

Eagle Mountain City is one of the most exciting cities in the State of Utah. With the incredible growth, vast natural vistas, extensive wildlife corridors, and flurry of innovative ideas, the city is prime to be premier example of how smart and sustainable development should occur in urbanizing communities. Psomas has a long history working with Eagle Mountain and other innovative and iconic communities across the Western United States, having worked on greenfield developments like Station Park, Traverse Mountain, Mountain View Village, American Fork Station Area, Legacy Farms, Daybreak, and the Point of the Mountain project. We have a deep understanding of the critical elements that makeup great places and will bring that experience to this project.

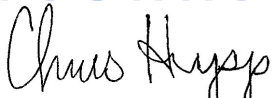
Over the last few decades, we have worked to refine and customize our process to meet the needs of each community we serve. We love the wonderful culture of the city and want to continue that culture and brand long into the future. To accomplish this, we approach each and every area plan with fresh eyes. We endeavor to learn the community's various needs, desires, and ideas, and then establish common ground and a unified community vision. We start each project with an inclusive visioning process that allows for growth and incorporates a diverse group of stakeholders. We customize every plan, and process to best meet the needs of the communities we serve.

To show we care, we place special attention on better understanding the specific context of the community and integrate it with the residents' vision to create and safeguard unique places where people love to be. We will work arm in arm with you to blend your past, present, and future and secure a lasting legacy, culture, and city identity.

Our team is comprised of professionals from Psomas and Zions Bank. Each firm has extensive experience with community planning projects, and we are passionate about creating great communities where our fellow Utahans can live, work, and play.

Sincerely,

P S O M A S



Chris Hupp, ENV SP, STP
Project Manager
Chris.Hupp@Psomas.com
801.597.6490



Travis Perry, PE, LEED AP, ENV SP
Principal-in-Charge
TPerry@Psomas.com
801.284.1345

11456 Temple Dr
Suite 200
South Jordan, UT 84095

Tel 801.270.5777
www.Psomas.com

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2 Executive Summary



We have assembled a team of experts to serve Eagle Mountain in producing comprehensive and innovative plans for the future of the city. Our team includes expertise in each of the critical areas for success; land use planning, economic development, financing commercial and civic development projects, landscape architecture, and public engagement.

Psomas was founded in 1946 (78 years) and has a long history of helping communities across the west thrive. With nearly 800 employees, we are dedicated to balancing the natural and built environment, providing sustainably planned and engineered solutions to public and private clients nationwide. As a full-service consulting firm, we help our clients create value by planning, designing, and delivering complex projects in site development, water, transportation, and energy. Our core strength is our multi-disciplined teams of experts—top-notch staff who produce award-winning projects for our clients through innovation, creativity, and cutting-edge technical expertise.



Zions Bank Public Finance is a division of Zions First National Bank, founded in Salt Lake City in 1873. It is comprised of a team of 20 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies, and private clients throughout Utah and the

Intermountain West. ZBPF has two primary service areas:

1) financial advisory services used to assist governmental entities in the bonding and disclosure/reporting process; and 2) municipal consulting services focusing on economic development, planning, real estate development advisory, and fee-related services. Their consultants have been, and are, involved with some of the largest studies in the region.

Address

11456 South Temple Dr
Suite 200
South Jordan, UT 84095

Telephone Number

Travis Perry,
Principal-in-Charge
801.284.1345

Email Address

tperry@psomas.com

Federal Tax Identification

95-2863554

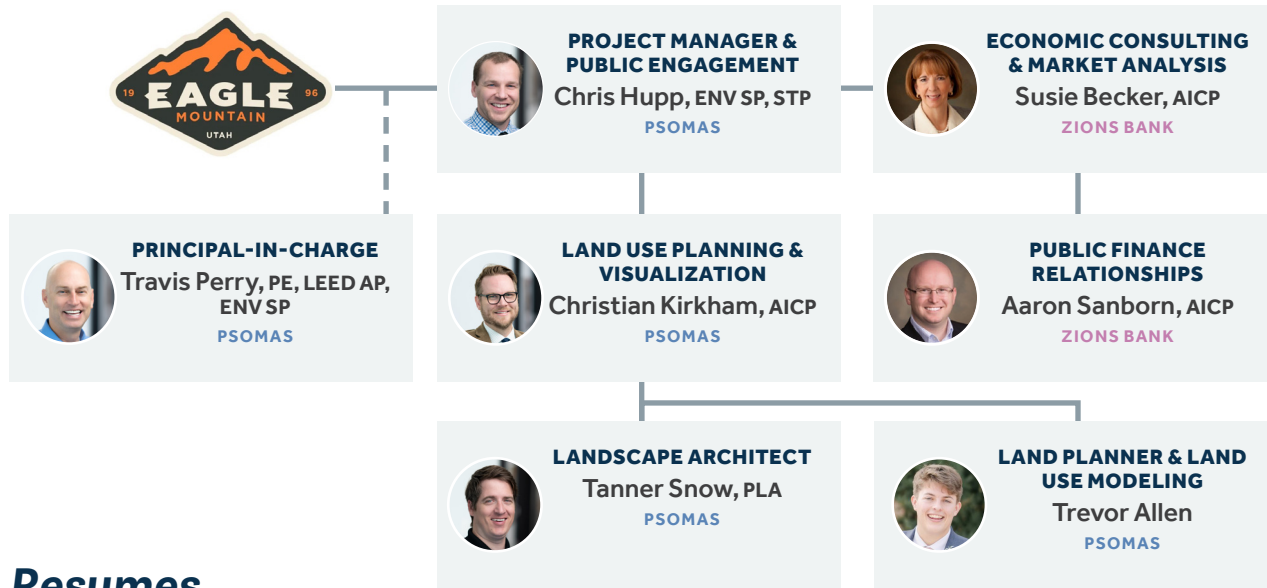
Additional Team Services

- ▶ Land Planning & Site Development
- ▶ Placemaking & Branding Design
- ▶ Theming & Wayfinding Design
- ▶ Survey & Civil Engineering
- ▶ Water Modeling & Analysis
- ▶ Grading & Drainage Plans
- ▶ Annexation Maps
- ▶ Landscape Architecture
- ▶ Parks & Open Space Master Plans
- ▶ Landscape & Park Design
- ▶ 3D Renderings & VR Simulations
- ▶ GIS Data Creation & Analysis
- ▶ Entitlements & Support
- ▶ Ordinance Writing
- ▶ City On-Call Planning, Engineering, & Landscape Architecture Plan Review
- ▶ Economic Development & Redevelopment
- ▶ Capital Facility Planning
- ▶ Market Analysis, & Impact Fee & User Rate Analysis
- ▶ Facilities Services
- ▶ Fiscal/Economic Impact Analysis
- ▶ Active Transportation Design
- ▶ Traffic Calming
- ▶ Pedestrian/Bicycle Planning
- ▶ Phasing & Cost Estimates

3 Detailed Discussion

Team Organization Chart, Team Roles & Responsibilities

We have assembled a team of experts to serve Eagle Mountain in producing a robust plan for the future of your city's downtown. Our team has worked together on dozens of projects, and includes expertise in each of the critical areas for success; ; land use planning, economic development, financing commercial and civic development projects, landscape architecture, and public engagement.



Resumes

Christopher Hupp, ENV SP, STP

Project Manager & Public Engagement Specialist



35% Availability

Chris has 16 years of public outreach and planning experience and will serve as the project manager for this project. He has completed numerous small area and town center plans, specific area and mixed-use plans, community development, sustainable land use, open space design, ordinance, and public engagement projects ranging from detailed site planning and design work to large regional plans and analysis. He is a talented land planner and urban designer, as well as a highly effective project manager with experience in all facets of development.

Education

2020/MA/Sustainable Transportation & Livable Communities/University of Washington

2017/BS/Urban Ecology/University of Utah

Registration

Sustainable Transportation Professional/
Greenroads/0000318

Envision Sustainability Professional/Institute for Sustainable Infrastructure/21552

Professional Affiliations

Urban Land Institute - Housing Committee

American Planning Association - Programs Director

Similar Experience

- ▶ Payson Historic Downtown, Riverton 12600 South Downtown & American Fork Downtown Area Plans
- ▶ North Ogden & Gordon Avenue Town Centers & Design Standards
- ▶ Saratoga Springs Municipal Campus & Parks MP
- ▶ Station Park & Mountain View Village Master Plans (MP) & Form-Based Codes
- ▶ Grantsville West Bank (11,000-ac) MP & Capital Facilities Plan

- ▶ Real Salt Lake Stadium Village MP & Development Standards
- ▶ North Temple Mobility & Revitalization Plans
- ▶ Provo City Code Update
- ▶ Veterans Memorial Park & Arts Building MP
- ▶ West Haven 2100 South Small Area & Arts District Plan
- ▶ Wasatch County NVOD Form-Based Code
- ▶ Kennecott (30,000+-ac) Strategic Development Plan



30% Availability

Travis has more than 20 years of experience in the civil engineering industry. His areas of expertise include water design and water master planning, site design, watershed management, storm drain design, land development, project management, and development reviews. He is adept at overseeing the development and approval of water infrastructure projects, grading and drainage plans, and the completion of diverse large-scale site planning projects.

Education

2001/BS/Civil Engineering/Utah State University

Registration

2004/CA/Professional Engineer/Civil/66484

2011/ID/Professional Engineer/Civil/14596

2006/UT/Professional Engineer/4777011

Professional Affiliations

American Society of Civil Engineers

American Council of Engineering Companies, Utah

Institute of Transportation Engineers

Similar Experience

- ▶ Riverton 12600 South Downtown & American Fork Downtown Area Plans
- ▶ North Ogden & Gordon Avenue Town Centers & Design Standards
- ▶ Saratoga Springs Municipal Campus & Parks MP
- ▶ North Temple Mobility Hub Plan

- ▶ Station Park & Mountain View Village Master Plans (MP) & Form-Based Codes Grantsville West Bank (11,000-ac) MP & Capital Facilities Plan
- ▶ Real Salt Lake Stadium Village MP & Development Standards
- ▶ Veterans Memorial Park & Arts Building MP
- ▶ West Haven 2100 S. Small Area & Arts District Plan

Christian Kirkham, AICP

Land Use Planning & Visualization



45% Availability

Christian is an experienced Urban Designer, Land Use Planner, GIS Analyst, and 3D Visualization Specialist. He has over nine years' experience in both a public sector role and as a technical specialist in the private sector. Christian is motivated by a sincere desire to empower decision makers to make better informed choices, and he accomplishes through effective communication. He has demonstrated an exceptional ability to communicate complex data into easily understood maps, reports, and 3D visualizations.

Education

2016/MCMP/City and Metropolitan Planning/University of Utah

2013/BA/Urban Design/History/Brigham Young University

Certification

Certified Planner/American Institute of Certified Planners/31257

Certificate of Urban Design/University of Utah//

Certified Remote Pilot, Part 107 License/Federal Aviation Administration/

Professional Affiliations

American Planning Association

Urban Land Institute

Similar Experience

- ▶ Payson Historic Downtown & American Fork Downtown Area Plans
- ▶ Spanish Fork 2700 North Area Plan
- ▶ Point of the Mountain Study

- ▶ North Ogden & Gordon Avenue Town Centers & Design Standards
- ▶ Grantsville West Bank (11,000-ac) MP & Capital Facilities Plan
- ▶ North Temple Mobility & Revitalization Plans



Tanner Snow, PLA

Landscape Architect



40% Availability

Tanner has 11 years of Landscape Architecture experience, and brings a solid understanding of plants and landscape maintenance practices, as well as an in-depth grasp of successful development practices and values. He is committed to producing purposeful, enduring, and uplifting community spaces to meet the needs of clients for both public and private sectors.

Education

2013/BA/Landscape Architecture/Utah State University

Professional Affiliations

American Society of Landscape Architects
American Public Works Association
Urban Land Institute

Similar Experience

- ▶ Gordon Avenue Town Centers & Design Standards
- ▶ Veterans Memorial Park & Arts Building Master Plan
- ▶ Uintah County Parks Master Plan
- ▶ Riverdale Parks Master Plan

- ▶ American Fork Parks Master Plan
- ▶ Ron Wood Park Master Plan & Construction Documents
- ▶ Davis County Non-Functional Turf Redevelopment
- ▶ Oquirrh Point Landscape MP

Trevor Allen

Land Planner & Land Use Modeling



45% Availability

Trevor is an urban planner with experience working on projects in numerous planning contexts. He works with big and small cities all along the Wasatch Front, and he is adept at finding practical implementable solutions that fit the community's context. He worked for Lehi City as a planner, and has a strong understanding of data analysis and land use modeling. Trevor is particularly interested in metrics that support placemaking in urban centers.

Education

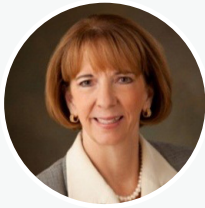
2023/BS/Geography, City & Urban, Community and Regional Planning/Brigham Young University

Similar Experience

- ▶ Payson Historic Downtown, & American Fork Downtown Area Plans
- ▶ Gordon Avenue Town Centers & Design Standards
- ▶ Veterans Memorial Park & Arts Building Master Plan

- ▶ Provo City Code Update
- ▶ The District at 10 Mile Master Plan
- ▶ Davis County Non-Functional Turf Redevelopment
- ▶ Oquirrh Point Landscape MP
- ▶ American Fork & Provo Station Area Plans



Susie Becker, AICP**Economic Consulting & Market Analyst – Zions Bank****45% Availability**

For 30 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the Intermountain region. Susie is currently working on funding mechanisms for the large Point of the Mountain project that spans Salt Lake and Utah counties, has testified before the Governor's Legislative Task Force on economic policies and procedures in Utah, has been involved with numerous general plan and economic strategic plans, as well as the creation of a multitude of community reinvestment areas.

Education

MBA/Business Administration/University of Utah
BA/Humanities/Brigham Young University

Professional Affiliations

American Institute of Certified Planners (AICP)
University of Utah Business School Alumni
Association Board of Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance Board
Utah League of Cities and Towns
WFRC Economic Development Committee

Experience

- ▶ Tooele County, Erda, West Point, & Mesa (AZ) General Plans
- ▶ Bountiful & Murray General Plans (Emphasis on Downtown)
- ▶ Heber Downtown Study & CRA Creation
- ▶ Vernal, Millcreek, & Lehi Downtown Plans
- ▶ Draper, Salt Lake City, Taylorsville, Herriman, Riverton, South Jordan, & Saratoga Springs Moderate Income Housing Plans
- ▶ 990-ac Industrial Development MP
- ▶ Clearfield, Orem, Payson, Vineyard, 2 Lehi, and South Salt Lake Station Area Plans
- ▶ Lake Point Incorporation Feasibility Study
- ▶ Eagle Mountain, Centerville, Cedar City, Grantsville, Payson, Clearfield, Nibley, Clinton, Herriman, South Salt Lake, Economic Impact Analysis
- ▶ North Ogden Town Center Plan
- ▶ Point of the Mountain Study
- ▶ Spanish Fork TDR
- ▶ Kennecott (30,000+-ac) Strategic Development Plan

Aaron Sanborn, AICP**Public Finance Relationships – Zions Bank****35% Availability**

Aaron brings nearly a decade of local government and municipal research experience. He served in various roles at Eagle Mountain City, including management intern, Financial & Management Analyst, and Economic Development Director. Even during his MPA program, he contributed to consulting projects with Utah cities. In his role as Economic Development Director, he played a pivotal role in Eagle Mountain's commercial growth, contributing to over \$2.225 billion in direct investment through analytical support, marketing coordination, and business development direction.

Education

MPA/Public
Administration/Brigham
Young University

- ▶ Eagle Mountain Economic Development Master Plan
- ▶ Bountiful General Plan
- ▶ Salt Lake County Leverage Ratio Analysis
- ▶ Twin Falls Bridge Alternatives Economic Analysis
- ▶ Point of the Mountain Transit Alternatives Analysis
- ▶ Point of the Mountain Funding Analysis
- ▶ Municipal Fleet Analysis for multiple cities in Utah
- ▶ Clearfield City Performance Measurements
- ▶ Payson Station Area Plan
- ▶ Vineyard Station Area Plan
- ▶ Clearfield Station Area Plan
- ▶ South Salt Lake City Area Plan
- ▶ Salem Transportation Impact Fees
- ▶ Centerfield Impact Fees – Culinary Water, Secondary Water, Wastewater
- ▶ Saratoga Springs Downtown Plan



Performance on Past Projects & References

Payson Historic Downtown Gateway Plan

Payson, UT

Psomas is currently working with Payson on their Downtown Gateway Plan, which will ensure that major upcoming investments, including the I-15/Main Street interchange realignment, UVU Payson Campus, Mountain Technical College Payson Campus, Nebo Beltway, Bamberger Ranch, and the Payson FrontRunner Station, blend well within the existing urban fabric and support the community's overall vision for the future. We are developing a plan that creates connections through the physical and physiological barriers of I-15, improves and plans for the utilization of land within the project area and maintains and enhances Payson's small town identity, thereby improving the gateway experience for residents and visitors with an emphasis on destination based uses and services. As part of this process we are developing a land use and transportation plan, economic analysis, community character standards, and performed a robust public engagement process. This project also includes a city-wide active transportation plan, linking the city through trails, bike facilities, and pedestrian infrastructure improvements.



RELEVANCE TO THIS PROJECT

- ▶ Downtown Area plan
- ▶ Mixed-Use Site Planning
- ▶ Economic Analysis
- ▶ Development Standards
- ▶ Placemaking & Greenfield Design

PROJECT DATES

2023-Present

REFERENCE

Daniel Wayne, Community Planning Director
801.229.3824

PROJECT TEAM

Chris Hupp, Christian Kirkham, Travis Perry, Tanner Snow, Trevor Allen

Gordon Avenue and Highway 89 Town Center Master Plan

Layton, UT | WFRC



The Gordon Avenue and Highway 89 Town Center area is the first of the six newly-created Layton City town center development plans. These areas were established during the general plan update process that was completed in 2022. This project is intended to serve as the poster project for the other town centers within in the city. As such, it was critical to establish overlay development standards for all established town centers and design guidelines specifically for the Gordon Avenue Town Center.

As part of this process Psomas was tasked to establish the town center overlay district for the city, a transportation reinvestment zoning code, economic analysis of land uses and mix of uses, a site plan and branding package, entitlement document including design guidelines, the multimodal transportation and circulation plan, and a traffic impact study. The city desired the public engagement be targeted to the surrounding residents and property owners. Our team adapted our public engagement strategy to target the surrounding neighborhoods, city staff and elected officials, and individuals from the development community. We interviewed over 20 stakeholders, held open houses with hundreds in attendance, and received over 4,500 responses on the visual preference surveys, visioning surveys, and alternatives.

RELEVANCE TO THIS PROJECT

- ▶ Town Center Area plan & Mixed-Use Site Planning
- ▶ Economic Analysis & Implementation Phasing/Plan
- ▶ Design Standards & Greenfield Design

REFERENCE

Christy Dahlberg, Project Manager
801.363.4250 | christy@wfr.org

TEAM MEMBERS

Chris Hupp, Christian Kirkham, & Trevor Allen

North Ogden Town Center Master Plan

North Ogden, UT | North Ogden City



The South Town Commercial Area in North Ogden is a vital commercial gateway for the community, boasting iconic buildings and thriving local businesses. Our team was tasked to capture the public's vision for the area, then produce a plan that revitalizes the commercial center into a vibrant mixed-use center with supportive economic analysis, design standards, site design, phasing plan, and a branding package.

We held several workshops, walking tours, public open houses, and conducted surveys with the surrounding residents to better understand and create an iconic destination that supported the community's vision and the context of the historic site. The final deliverable covered the process, public engagement, conception, branding, wayfinding, multimodal connectivity, design standards, economic analysis, phasing, funding and implementation.



RELEVANCE TO THIS PROJECT

- ▶ Town Center Area plan & Mixed-Use Site Planning
- ▶ Design Standards & Infill Design
- ▶ Economic Analysis & Implementation Phasing/Plan

REFERENCE

Scott Hess, Planning Director
801.737.9841 | shess@nogden.org

TEAM MEMBERS

Chris Hupp, Christian Kirkham, Trevor Allen, Tanner Snow, Susie Becker, Aaron Sanborn

Stadium Village Master Plan

Sandy, UT | City of Sandy



The Stadium Village Master Plan establishes a vision for approximately 500-acres of land surrounding the Rio Tinto MLS Soccer Stadium in Sandy, Utah. In 2017, Sandy City adopted a 25-year development plan for Sandy's Downtown District, known as the Cairns Master Plan, that identified the land around the stadium as a future study area. The Stadium Village is an extension of that study and will become an entertainment-focused mixed-use community that introduces a vibrant dining and shopping district anchored by the Royal Plaza and connected to the stadium via the Grande Staircase. This area is planned to function independently of the stadium but is designed to maximize the game-day experience when there are scheduled events. The Master Plan calls for 3,200 residential units, 1.7 million square feet of office, 382,000 square feet of retail and entertainment, 480 hotel rooms, and a 56,000 square foot soccer museum. Traffic congestion and event parking were also important issues to be addressed by the Master Plan. Psomas was responsible for creating the final master plan, public outreach, urban design, streetscapes, pedestrian plan, bicycle plan, transit study, parking plan, traffic analysis, and formatting the Final Master Plan report.

RELEVANCE TO THIS PROJECT

- ▶ Small Area Plan & Mixed-Use Site Planning
- ▶ Economic Analysis & Implementation Phasing/Plan
- ▶ Design Standards & Parking/Multimodal Transportation Analysis

REFERENCE

Jake Warner | 801.568.7262 | jwarner@sandy.utah.gov

TEAM MEMBERS

Chris Hupp, Travis Perry, Susie Becker

2100 South Small Area Plan

West Haven, UT | City of West Haven



Psomas was contracted to create and analyze the viability of potential land uses and transportation networks within this 2,000 acre area within West Haven. After stakeholders' meetings and charrettes, Psomas took the comments and feedback and blended them with experience and the financial viability of the area to develop several community centered land plans. These land plans established transportation networks and land use layouts which supported the wants and needs of the City in an environmentally, socially, and financially sustainable and exciting way. Psomas also did a specific area plan for approximately 100 acres of the property along the I-15 corridor which would help give context to the area's potential.

RELEVANCE TO THIS PROJECT

- ▶ Small Area Plan & Mixed-Use Site Planning
- ▶ Economic Analysis & Greenfield Design
- ▶ Design Standards & Parking/Multimodal Transportation Analysis

REFERENCE

Steve Anderson, City Planner/Engineer | 385.389.2684 | steve@westhavencity.com

TEAM MEMBERS

Chris Hupp, Travis Perry, Susie Becker

Other Relevant Community Planning Expertise

Downtown & Small Area Plans

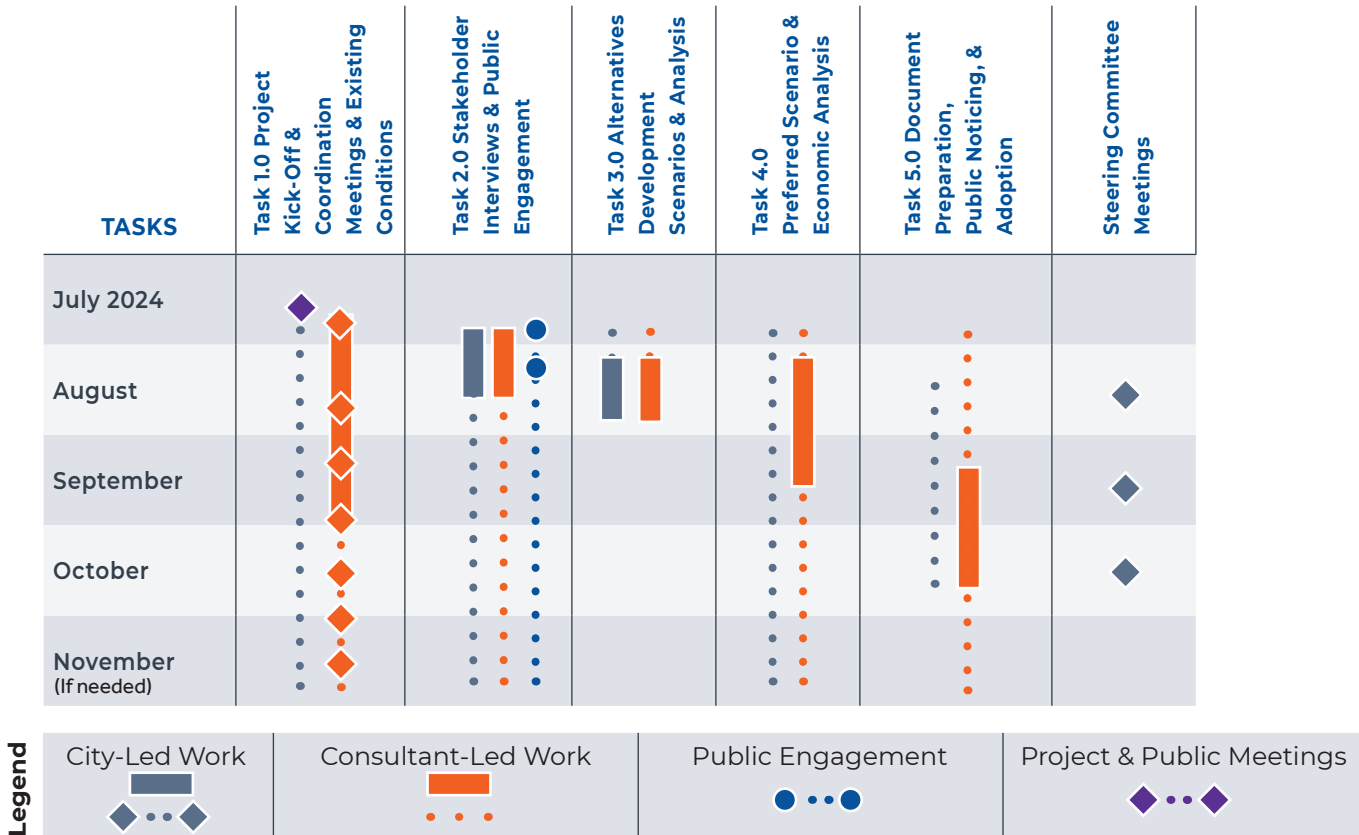
- ▶ Saratoga Springs Municipal Campus & Parks Master Plan
- ▶ Provo Downtown Design Guidelines
- ▶ West Centerville Market Analysis
- ▶ North Temple Revitalization Plan
- ▶ Point of the Mountain Study
- ▶ Riverton 12600 S Downtown Small Area Plan
- ▶ West Haven 2100 S Small Area Plan
- ▶ Spanish Fork 2700 N Small Area Plan
- ▶ Sandy Stadium Village Master Plan
- ▶ Mountain View Village Master Plan & Form-Based Code

- ▶ Station Park Master Plan & Form-Based Code
- ▶ Grantsville West Bank (11,000-ac) Small Area Plan
- ▶ Vernal Downtown Area Plan
- ▶ 990-acre Mixed-Use Development Master Plan
- ▶ Wasatch County North Village Overlay District Plan & Code
- ▶ Chapman Woods Community Development Standards
- ▶ Kennecott (30,000+-acre) Strategic Development Plan
- ▶ Heber Downtown Study & CRA Creation
- ▶ Clearfield Station Master Plan
- ▶ Provo Station Area Plans

- ▶ Millcreek Commons Downtown
- ▶ Lehi Downtown Master Plan
- ▶ American Fork Transit-Oriented Community & Form-Based Code
- ▶ North Temple Mobility Hub
- ▶ Vineyard Station Area Plan
- ▶ Eagle Mountain, Centerville, Cedar City, Grantsville, Payson, Clearfield, Nibley, Clinton, Herriman, and South Salt Lake, Economic Impact Analysis
- ▶ Point of the Mountain Master Plan
- ▶ The District at 10 Mile Master Plan
- ▶ Park Avenue Master Plan

Proposed Project Schedule

The proposed schedule below indicates when each task will take place and takes into consideration major holidays and periods of time when public engagement and outreach is less successful. This schedule is flexible and will be coordinated with city events to achieve maximum input and buy-in from various stakeholders in the city. We have also built some time into the schedule to deal with potential unforeseen impacts, impediments, or conflicts that may arise.



Proposed Project Approach

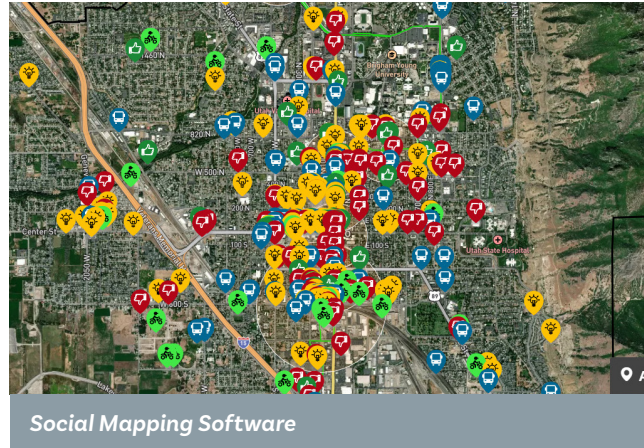
1.0 PROJECT KICK-OFF / COORDINATION MEETINGS & EXISTING CONDITIONS

- 1.1 **Kick-Off Meeting** — During this meeting we will establish key issues and opportunities that affect the city, set biweekly coordination meetings, outline the public engagement plan, and tour the site to review identified potential constraints and opportunities.
- 1.2 **Ongoing Coordination Meetings** — Meetings will take place regularly and before major milestones to coordinate efforts and sync outcomes.
- 1.3 **Steering Committee Coordination** — We will coordinate with city staff to identify and invite key stakeholders to form a steering committee. This committee will help develop the plan and review milestone deliverables.
- 1.4 **Existing Conditions & Plans Analysis** — Our team will assemble and review relevant files and incorporate existing and future plans for the area including municipal plans and codes, developer plans, UDOT and UTA plans/data, parking availability, vehicular and pedestrian access, utility and infrastructure files, active transportation routes, aerial photography, property ownership, sensitive lands, wildlife corridors, open space, faults, topography, and other critical information.

2.0 STAKEHOLDER INTERVIEWS & PUBLIC ENGAGEMENT

Our team is known for its ability to communicate technical information to a wide variety of stakeholders facilitating clear and concise communications. Our excellent written and verbal skills will guide our collateral development, stakeholder meetings, and traditional and online engagement techniques.

- 2.1 **Stakeholder Interviews** — During this task we will organize a list of critical stakeholders, including those with an interest in future development. These interviews will include elected and appointed officials, city staff, property and business owners, and community groups. During these interviews, areas of mutual benefit, limitations to development, opportunities for growth, and future vision for the city will be identified. We will also hold Zoom meetings with additional stakeholders who were not able to attend the in-person interviews.



- 2.2 **In-Person Public Engagement** — Our team is currently working through the contract negotiation phase for the Future Land Use Map and the Water Element of the General Plan. As part of that project we have planned to facilitate two community events which will be targeted at receiving input from a wide-reaching and inclusive demographic of the city. Those events will be facilitated by our team with heavy involvement from city staff and community leaders. These events will give residents the opportunity to share their opinions on the assets, needs, and problems of the city on maps, and through print and digital surveys. We will coordinate with the City Communications Director to market these events and will create marketing material to encourage attendance at these events.

We will leverage the engagement funding for that project and cover both projects under the bulk of that funding. Some additional funding for public engagement will be allocated to this project allowing us to go deeper into this process and give Eagle Mountain residents no doubt that this is their downtown plan.

- 2.3 **Virtual Public Engagement** — In addition to in-person public engagement, our team will facilitate ongoing feedback throughout the process through a project website, and a social interactive mapping software that allows residents to geo-locate comments, feedback, ideas, vision, and desired improvements. We will also create online surveys, a social media campaign, messaging on the city website, and utility bills, to promote the events, mapping software, and surveys.



- 2.4 Community Values & Priority Assessment** — Following our public engagement efforts, we will perform a community values and priorities assessment which will group findings into major themes, and priorities based on volume and assessed city needs. These, along with the general vision will be used throughout the project to guide the development scenarios.

3.0 ALTERNATIVES DEVELOPMENT SCENARIOS

- 3.1 Alternative Scenario Bubble Plans** — Our team will review the existing conditions for the area, the public vision for the site, and the city's facility needs (City Hall, Library, Public Safety, Rec Center, etc) to establish three alternative scenario bubble plans. These plans will be presented to the steering committee for review in illustrative graphic format with the accompanying community vision, statistical summaries, general uses and amenity programming, preliminary economic analysis, and land use modeling to analyze concept feasibility. This steering committee review will help solidify a preferred concept scenario.

4.0 PREFERRED SCENARIO & ECONOMIC ANALYSIS

- 4.1 Preferred Concept Plan** — Based on the information and input received from the existing conditions, public engagement vision, city facility needs, and steering committee review, our team will create a concept scenario for the Eagle Mountain downtown area. This scenario will be crafted utilizing the design standards and practices for the city and our land use model calibrated with the market analysis. This concept scenario will be detailed with building

footprints and layout, multimodal pathways, roadways, open space programming, wayfinding, and branding components. The deliverable for this task will contain a statistical summary with charts, graphs, illustrative concept plan view images and renderings, economic analysis, precedent images, gateway monuments, potential architectural styles, and other supportive graphics and data.

In addition to the concept scenario, our team will assess needed infrastructure improvements, circulation, and walkability. This preferred scenario and assessment will be given to the steering committee for review.

5.0 DOCUMENT PREPARATION

- 5.1 Document Preparation** — Psomas will prepare a graphically rich Master Plan document that outlines the process, public engagement, existing conditions, vision, analysis, scenarios, preferred concept, precedent images, and implementation strategies for the downtown. This document will be rich in graphics, as that format tends to appeal better to residents and the development community. The final steering committee review will then take place.
- 5.2 Deliverables** — Psomas will provide the city with a PDF, word, and InDesign format of the downtown Master Plan document. This document will include the graphics, concepts, maps, source information, public engagement synopsis, and raw data, and other information or items created during the process. The concept will then be integrated into the future land use maps.



Additional Project Objectives Information

Project Management

Psomas has developed and follows very detailed procedure manuals for all technical practice areas, project management, and administration. We have developed and refined these practices and procedures over the last 75+ years with thousands of projects across the globe. We are proud of the reputation for high quality we have earned and we are committed to maintaining and enhancing it by continuing to focus on the vital elements below.

Quality Assurance /Quality Control

Psomas defines quality as the combination of exceptional client service and responsiveness, providing innovative quality solutions and deliverables that match the client's needs, being a solution-oriented team player, and providing these services in a highly productive and cost-effective manner.



The essential ingredients necessary to achieve such excellent overall quality are “cream of the crop” employees, excellent communication and business practices, state-of-the-art technology, commitment to training, good project planning and tracking, well documented and implemented procedures, and independent review of all documents and deliverables.



5 Cost Proposal

Psomas will work closely with Eagle Mountain City to find opportunities to maximize the value of the final plans for the city to better achieve the overall goals of the project.

The table below shows the delineated budget for all project tasks. This is our proposed budget for how the funds can be allocated keeping in mind the need for fiscal responsibility and stewardship to the city and its residents.

Task	Fee
Task 1: Project Kick-Off / Coordination Meetings & Existing Conditions	\$7,250
Task 2: Stakeholder Interviews & Public Engagement	\$7,250
Task 3: Alternatives Development Scenarios	\$5,500
Task 4: Preferred Scenario & Economic Analysis	\$25,000
Task 5: Document Preparation	\$5,000
TOTAL	\$50,000

5 *Bid Form and Contract Exceptions*

ATTACHMENT A

Bid Form

Project Name: EMC Downtown Master Plan 2024

Project Number: EMC-FY24-14

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: EAGLE MOUNTAIN CITY

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable “technical data.”
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

- A. Bid Form
- B. Map of planning area

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL,
if required
by State

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Psomas

State or Jurisdiction of Incorporation: California

Type (General Business, Profession, Service, Limited Liability): Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Travis Perry, PE, ENV SP

Title: Vice President/Principal

CORPORAT
E SEAL,
if required by
State

Attest *Chw M Wd*
(Signature of Corporate Secretary)

Date of Qualification to do business in Utah [State or other jurisdiction where Project is located] is 10 / 16 / 1997

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

SEAL,
if required
by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

SEAL,
if required
by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

5.02 Bid submitted on June 27, 2024

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR ENGINEERING SERVICES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Consultant”** means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) **“Services”** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **“Proposal”** means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) **“Solicitation”** means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein

shall be the total compensation payable hereunder by Eagle Mountain.

8. **INDEMNITY:** Consultant shall be fully liable for the actions of its agents, employees, officers, partners, and sub-consultants, and shall fully indemnify, ~~defend~~ and save harmless Eagle Mountain from all third party claims, losses, suits, actions, damages, and costs of every name and description arising out of Consultant's performance of this Contract caused by any intentionally wrongful act or negligence of Consultant, its agents, employees, officers, partners, or sub-consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the ~~sole~~ fault of Eagle Mountain. The parties agree that if there are any limitations of the Consultant's liability, including a limitation of liability clause for anyone for whom the Consultant is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property. Consultant will reimburse Eagle Mountain for any expenditure, including reasonable attorney's fees, incurred by Eagle Mountain in defending against claims or liabilities to the extent ultimately determined to be caused by the intentionally wrongful act or negligence of Consultant.
9. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
 - (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
 - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
 - (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

10. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees. If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.
11. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
12. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
13. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination. Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.
- If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
17. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
18. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs.
20. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
21. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability for payment to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
22. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. ~~Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.~~
23. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying

any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

24. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
25. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
26. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
27. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as he needs him. If the work required from Consultant is due to errors in its design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
28. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
29. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war or any other event which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract for its convenience after determining such delay will prevent successful performance of this Contract.
30. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information. Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable. Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. Notwithstanding the foregoing, Consultant may retain automatically created back-up copies of Confidential Information provided that Consultant not access or make further use of such copies. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
31. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.

32. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right as a result of this Agreement. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.
34. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to final plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
35. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. ~~Eagle Mountain~~The parties, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If ~~Eagle Mountain~~the parties appoints such an expert or panel, ~~the parties~~Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.



P S O M A S

**11456 Temple Drive,
Suite 200
Salt Lake City, UT 84095**

801.270.5777

www.Psomas.com



Response to Request for Proposals

Eagle Mountain City DOWNTOWN MASTER PLAN 2024

JUNE 27, 2024 | RFP NO. EMC-FY24-14

June 27, 2023

Melissa Yates, Purchasing Agent
Re: EMC Downtown Master Plan 2024

Dear Melissa Yates and Selection Committee,

GSBS Consulting is pleased and excited to submit our proposal to complete a downtown plan for the City of Eagle Mountain. Eagle Mountain is unique in the region for the combination of abundant land and resources near the urban core of the Wasatch Front. Eagle Mountain has been and will continue to be attractive to new residents and businesses looking to be a part of the City's breathtaking beauty below the Oquirrh Mountains and proximity to recreation opportunities.

The recent opening of the Launch Pad is a great milestone taking advantage of the creative and entrepreneurial spirit of Eagle Mountain to create opportunities for the future. We know that viable commercial is important to you. Our process brings together Eagle Mountain residents, key internal and external stakeholders including City Council Members, property owners, and other agency partners to identify a shared vision, identify opportunities and challenges and create a market-based plan for the future. In addition to creating a location for investment in restaurants, shops, offices, and other commercial types, Eagle Mountain's downtown should be a place for people. A place for families to gather and people to get to know each other.

We have partnered with Phil Myrick, formerly of Project For Public Spaces, to make certain that the real estate market based solutions are people-based solutions. Phil is a world-renowned expert in placemaking and sought-after advisor in the public realm. He is an expert in helping organizations and cities to activate public space, engage people in their community, and structure sustainable management and revenue models.

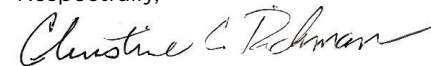
The foundation of this plan is placemaking. Placemaking is a collaborative process by which public spaces are designed, managed, and programmed

to create environments that promote people's health, happiness, and well-being. It involves understanding the needs and aspirations of the community and transforming spaces to reflect and support local culture, economy, and social interactions. Because the long-term success of placemaking in a new development is usually determined by comprehensive and extensive planning and investigation, we have included a significant stakeholder and public engagement process in the proposed scope of work. We intend to talk to City government stakeholders in order to understand City facility needs. We will also talk to area business owners and developers to supplement our quantitative analysis of real estate market demands and opportunities. We will utilize online engagement tools and tabling at city events to make sure we hear from the public in ways that work for Eagle Mountain's demographics of busy families.

We are confident that Eagle Mountain Downtown Master Plan will provide a clear and actionable roadmap for future development. Our commitment to excellence, combined with our collaborative and inclusive approach, ensures that your plan will be both visionary and practical.

Thank you for considering our proposal. We look forward to the opportunity to work with you and the Eagle Mountain community to create a thriving downtown that reflects the values and aspirations of its residents.

Respectfully,

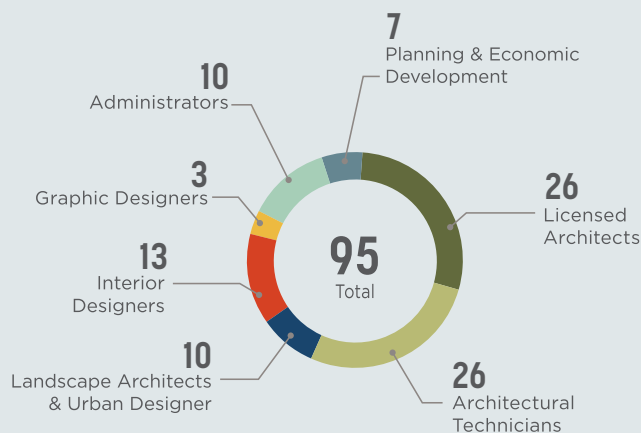


Christine Richman, AICP
Principal in Charge

P: 801.521.8600
E: crichman@gsbsconsulting.com

THIS IS GSBS

46 years in business



SUSTAINABLE DESIGN:

4 LEED PLATINUM 14 LEED GOLD
17 LEED SILVER 7 LEED CERTIFIED

19 LEED ACCREDITED PROFESSIONALS

2 OFFICES:



EMPLOYEES FROM COUNTRIES

13



42% WOMEN
58% MEN

GSBS Consulting has a broad range of experience from over 30 years of planning work. Our project range includes small area master plans, comprehensive plans, transportation and connectivity plans, and economic development plans that incorporate all the activities needed for successful planning projects: public engagement, vision development, site and environmental context analysis, real estate market analysis, and governmental policy analysis. Under the leadership of Christine Richman, and with the placemaking expertise of Phil Myrick, the GSBS team will work closely with you to develop a Downtown Master Plan that identifies and reflects your vision for Downtown Eagle Mountain. We'll guide you through the visioning, engagement, and decision making processes that will result in an actionable plan based on market and community realities.

WE ARE A PROFESSIONAL CORPORATION HEADQUARTERED IN UTAH:

Utah:

375 West 200 South, Suite 100
Salt Lake City, UT 84101
P: 801.521.8600
E: CRichman@gsbsconsulting.com

Federal Tax ID: 87-0335107

ARBITRATION AND LITIGATION

GSBS is not currently involved in any arbitrations or litigation suits.

REORGANIZATION AND BANKRUPTCY

GSBS nor any of our proposed consulting firms has ever filed for reorganization or bankruptcy.

ORGANIZATION CHART

CORE TEAM



Christine Richman
PRINCIPAL IN CHARGE
GSBS Architects



Erika Chmielewski
PROJECT MANAGER
GSBS Architects



Phil Myrick
PUBLIC SPACE PLANNER
Phil Myrick, LLC



Jesse Allen
URBAN DESIGNER
GSBS Architects

ADDITIONAL RESOURCES



Shoko Smith
EXPERIENTIAL DESIGNER
GSBS Architects



Ben Rodes
LANDSCAPE ARCHITECT
GSBS Architects

PROJECT MANAGEMENT PROCESS

Frequent communication will emphasize a transparent and smooth process. The GSBS team is committed to providing support to the client and community all along the way in order to achieve a unified vision for Eagle Mountain. Coordination occurs at several levels throughout this initial phase including:

- The Project Manager, Erika Chmielewski, coordinates tasks and administrative items directly with pre-identified city planning staff and regional program managers to streamline efforts, mitigate issues, and stay on schedule.
- Bi-weekly Project Management Team meetings include representatives from the Consulting Team, the City of Eagle Mountain, and other identified team members.
- An initial kickoff meeting with City of Eagle Mountain leadership establishes expectations, goals, priorities, and obstacles.
- Scope check-in meetings twice throughout the project ensure that any new information found throughout the process can be discussed and added to the scope if need be.
- A technical team comprised of other Eagle Mountain Department Heads, and other project partners ties the entire city into the planning process and doesn't silo the project in one department.



CHRISTINE RICHMAN AICP

Principal in Charge | GSBS Architects

EDUCATION

Master of Business Administration,
University of Utah

Master of Arts, English Literature,
University of Utah

Bachelor of Arts, English
Literature, University of Utah

PROFESSIONAL AFFILIATIONS

Urban Land Institute, National
Public/Private Partnership
Product Council Member

American Planning Association

AICP Certification #027551

HIGHLIGHTS OF SIMILAR EXPERIENCE

- **Herriman Towne Center:** A master planned development in the center of Herriman City. Including an amenity-rich park and civic administration hub, Town Centre is designed to be the center of life and community in Herriman. Christine led an extensive and varied public engagement process that informed and validated the plan for this community activity hub. At the conclusion of design development, a design and input summary allowed residents and stakeholders to see how their input was incorporated into the design of the building and the new Towne Center.
- **Regent Street Improvements:** A collaboration of landscape architecture, branding, community engagement, city facilities management, and developers working together to revitalize a forgotten city amenity. The redesign reestablished the connection between City Creek Center and Gallivan Plaza and created a new destination downtown.
- **Japantown Design Guidelines:** This community-driven process was guided and overseen by Japantown Representatives, GSBS, and the RDA and included the Japanese American community and area stakeholders. The result was a set of design guidelines, a concept and an approach to guide infrastructure investments on Japantown Street.

ADDITIONAL EXPERIENCE

- Sandy City General Plan Update
- Magna General Plan Update
- South Salt Lake General Plan Update
- Farmington Station Area Plan
- Saratoga Springs General Plan Update
- Lehi Vistas Station Area Plan
- Park City Rail Trail Master Plan
- Cottonwood Heights General Plan
- Midvale City Station Area Planning
- Murray City Central Station Area Plan
- Sandy City Parks Master Plan
- Murray & Millcreek Station Area Plan
- Summit County Land Planning & Justice Campus
- Allen Park Adaptive Reuse Plan
- Japantown Design Guidelines
- *APA Utah Beehive Award of Excellence*
- Regent Street Improvements



ERIKA CHMIELEWSKI WELL AP

Project Manager | GSBS Architects

EDUCATION

Master of Arts, Urban
Design, Kent State University

Bachelor of Arts, Urban Planning,
Cleveland State University

PROFESSIONAL AFFILIATIONS

American Planning Association

Urban Land Institute

HIGHLIGHTS OF SIMILAR EXPERIENCE

- **Rio Grande Public Market Feasibility Study:** As Project Manager, Erika helped guide the process of determining the feasibility of putting a year-round public market into the historic Rio Grande building. She worked closely with Downtown Alliance, area stakeholders, and the design team to identify and prioritize goals for this important downtown asset.
- **Gallivan 20-Year Recommendation:** As Project Manager, Erika helped build upon the previous work done at the Gallivan Plaza and looked at placemaking opportunities and how the space changes in the future based off of Salt Lake City's changing demographics and changes in how people use public space. A large component of the plan was for the space to become more economically viable.
- **Murray/Millcreek Station Area Plan:** GSBS led a station area planning process to improve neighborhood connectivity, urban design, and land use planning of Murray North Station.
- **Ballpark NEXT:** With the move of the Salt Lake Bees to Daybreak, GSBS was tasked with promoting a community engagement process to identify the community's preferred vision on the site. Erika led the project and the community engagement framework resulting in a plan that is rooted in the community.

ADDITIONAL EXPERIENCE

- Park City Rail Trail Master Plan
- Allen Park Adaptive Reuse Plan
- Sandy Parks, Recreation, and Trails Master Plan
- Farmington Station Area Plan
- Wasatch County School District Facility Master Plan
- Cottonwood Heights Economic Resilience Study
- 300 South Public Market Strategy
- Northwest Band Shoshone Cultural Interpretive Center
- Saratoga Springs General Plan
- Springdale Annexation Plan



PHIL MYRICK AICP

Public Space Planner | Phil Myrick, LLC

EDUCATION

Master of Urban Planning,
Hunter College, New York City

Bachelor of Arts, Grinnell
College, Grinnell, Iowa

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners (AICP)

American Planning Association
(APA)

Urban Land Institute (ULI)

City Parks Alliance, Board
Member, Executive Committee

Pleasantville Planning
Commission, Commissioner

HIGHLIGHTS OF SIMILAR EXPERIENCE

- **Hemisfair Park, San Antonio:** Occupying some of the most valuable land in San Antonio, Hemisfair Park is one of the most significant public space investments in any American downtown. Phil led the development of a planning and programming framework to guide the design team so that area residents have a great place to enjoy that brings new life to downtown.
- **The Alamo, San Antonio:** Phil led San Antonio residents and history mavens through a consensus-building process, informed by on-site study, that sought to improve the experience of this celebrated site. The analysis and recommendations have been core to the \$300 million-dollar master planning effort to transform it into a world-class destination.
- **Buffalo Canalside Waterfront:** Using the mantra of “Lighter Quicker Cheaper,” Phil led a process that resulted in a flurry of programs, events, and physical improvements that took the city by surprise and immediately made the waterfront a favorite destination. Since then, further development has made the waterfront a major destination and sparked many other revitalization projects in downtown.
- **Urban Open Space Plan, Tempe, AZ:** Phil led a visioning process with the City, residents, and Arizona State University to develop a Placemaking Plan and Program for the downtown.

ADDITIONAL EXPERIENCE

- Minneapolis Sculpture Garden strategies, creative management, programming & revenue model
- Houston Discovery Green & Market Square placemaking plan
- Rackspace Headquarters, San Antonio planning & design advisement
- Pittsburgh Market Square concept plan
- EPA Building Blocks program nationwide coalition
- Celebration Square, Mississauga, Ontario concept development & placemaking
- William Penn Squares of Philadelphia concept plans for Logan Circle & Franklin Square
- Pearl Brewery, San Antonio visioning, planning & programming

JESSE ALLEN AIA, ASLA Urban Designer | GSBS Architects

EDUCATION

Master of Architecture, University of Utah
Bachelor of Landscape Architecture,
Utah State University

LICENSES & REGISTRATIONS

Licensed Architect: Utah # 8044423-0301
Licensed Landscape Architect: Utah # 8044423-5301
American Institute of Architects
American Society of Landscape Architects

HIGHLIGHTS OF RELEVANT EXPERIENCE

- Gallivan 20-Year Recommendation
- Regent Street Improvements:
- Gallivan Avenue Streetscape Improvements
- McClelland Street Development
- Salt Lake City RDA Public Market Feasibility Study
- Salt Lake City Street Lighting Master Plan
- Salt Lake City Downtown Library Green Roof Redesign
- McCarthy Plaza Redesign
- Salt Lake City Ballpark Area Station Area Plan
- Gallivan Grand Stair Replacement
- Gallivan Event Building Wayfinding

SHOKO SMITH Graphic Design | GSBS Consulting

EDUCATION

Bachelor of Fine Arts in
Commercial Arts/Graphic Design,
University of Central Missouri

PROFESSIONAL AFFILIATIONS

Society of Experiential Graphic Design

HIGHLIGHTS OF RELEVANT EXPERIENCE

- Japantown Design Guidelines
- Allen Park Adaptive Reuse Plan
- Saratoga Springs General Plan
- Herriman City Towne Center Interpretive Signage
- Eagle Mountain Entry Monuments and Wayfinding
- Salt Lake City 200 South Landscape
- Salt Lake City Downtown Library Green Roof Redesign
- South Salt Lake General Plan Update
- Murray City Hall & Plaza
- Wasatch Community Gardens Campus
- Salt Lake City Regent Street Signage
- Salt Lake City Riverview Native Plant Center
- Granary Woodbine Adaptive Reuse

BEN RODES PLA, ASLA Landscape Architect | GSBS Architects

EDUCATION

Bachelor of Landscape Architecture,
University of Idaho

LICENSES & REGISTRATIONS

Professional Landscape Architect:
Utah # 13221976-5301

PROFESSIONAL AFFILIATIONS

American Society of Landscape
Architects

HIGHLIGHTS OF RELEVANT EXPERIENCE

- Japantown Design Guidelines
- Salt Lake City 200 South Landscape
- Salt Lake City Downtown Library Green Roof Redesign
- National Ability Center Camps Building
- Murray City Hall & Plaza
- Utah Capitol Complex Landscape Improvements
- Wasatch Community Gardens Campus
- Salt Lake City & County Building Earthquake Damage Repair, Exterior Stair
- Salt Lake City Riverview Native Plant Center
- Granary Woodbine Adaptive Reuse
- Allen Park Adaptive Reuse Plan



HERRIMAN CITY TOWNE CENTER

Herriman, Utah | GSBS Architects

Owner: City of Herriman

Reference: Wendy Thomas, Assistant City Manager

P: 801.446.5323

E: wthomas@herriman.org

Herriman Towne Center is a master planned development in the center of Herriman City. The anchor for this development is a new Herriman City Hall which is surrounded by J. Lynn Crane Park. The park is designed to be a gathering and play space for area residents that supports and drives development around City Hall. The Park and City Administration building cement this area as the center of life and community in Herriman. The 10-acre park has many diverse opportunities for interaction and community-building including a splash pad, ice ribbon, history walk with interpretive signage, large playground, gazebo, amphitheater with a bandstand, and plenty of space for open play and community events. The design of Towne Center creates new connections between established and developing neighborhoods while providing room for future development in the city center.

Link: https://www.gsbsarchitects.com/plan_herrimanplaza



GALLIVAN 20-YEAR RECOMMENDATION

Salt Lake City, Utah | GSBS Architects

Owner: Redevelopment Agency of Salt Lake City

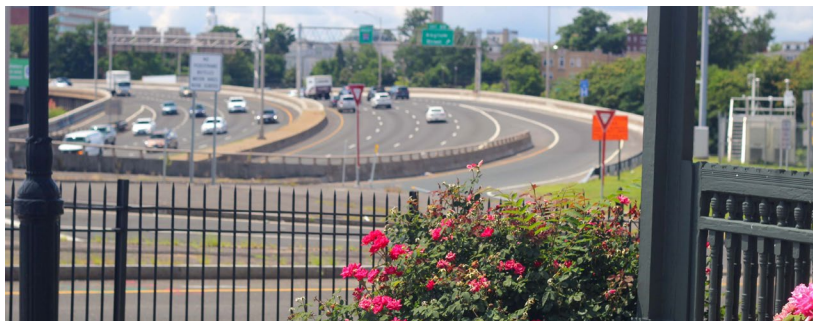
Reference: Lucas Goodrich, Gallivan Center Executive Director

P: 801.535.6110

E: Lucas.Goodrich@slcgov.com

The Gallivan Center is a public plaza and gathering spot in the heart of downtown Salt Lake City. The 3.5-acre site includes an outdoor amphitheater and stage, an indoor event space called Gallivan Hall, public art, and a seasonal ice rink that doubles as sports courts during the summer months. Gallivan Center has become a regional draw as a venue for festivals, public meetings, performances, exhibits, fairs, poetry readings, discussions, and lectures. This masterplanning exercise examined the 20-year future of Gallivan and made recommendations to enhance and secure its future as an entertainment and community anchor in SLC's downtown.

Link: <https://www.gsbsarchitects.com/gallivan-20year-recommendation>



ARROWHEAD SMALL AREA PLAN

Hartford, Connecticut | Phil Myrick, LLC

Owner: City of Hartford, Connecticut

Reference: Aimee Chambers-McKay, Former Director of Planning

P: 860.757.9073

E: achambers312@gmail.com

This Plan proposed a Complete Streets environment and coordinated strategies for economic development, infill housing, redevelopment of existing buildings, and placemaking actions with clear direction for public and private development within the project area. It prioritized the retention of small businesses and existing smaller property owners. By layering in placemaking strategies, the team was able to build on the planning analysis and market data to identify catalytic place-based opportunities that held real meaning for community members. Creative placemaking elements gave concrete strategies for neighborhood residents to use their own cultural resources to build their future.

Link: <https://www.hartfordct.gov/Government/Departments/DDS/DDS-Divisions/Planning-Zoning/Arrowhead-Gateway-Small-Area-Plan-and-Corridor-Study>

For best results, please copy and paste the above link directly to your browser.



RIVERHEAD DOWNTOWN ACTIVATION PLAN

Riverhead, New York | Phil Myrick, LLC

Owner: Town of Riverhead, NY

Reference: Dawn Thomas, Community Development Director, Town of Riverhead

P: 631.727.3200

E: thomas@townofriverheadny.gov

Riverhead, New York sits in an idyllic location on Long Island, but downtown had never enjoyed the attention and visitation it deserved. In recent years, efforts to revitalize Main Street have built momentum to make more of the beautiful riverfront as an anchor for economic development, quality of life, and tourism. Phil Myrick was part of the team tasked with planning a vibrant future for Riverhead's waterfront, with dynamic public spaces and engaging community activations. The heart of this revitalization plan is the Town Square, a bustling gathering spot anchored by a science museum and art exhibits. Completing the area are moveable seating, alfresco dining, interactive games, performance areas, seasonal events, family-friendly play areas, and a versatile event space.

Link: <https://www.townofriverheadny.gov/files/documents/ClickHereforRiverheadDowntownActivanews119161500102022-030820PMa.pdf>

For best results, please copy and paste the above link directly to your browser.

PROJECT SCHEDULE

MONTH	1	2	3	4	5	6	ON-SITE MEETING	ONLINE MEETING
PROJECT MANAGEMENT								
Kickoff Meeting	.						.	
Project Management Meetings	.	.	.	.	.	.		.
Scope Check-in Meeting			.		.		.	
ESTABLISHING THE FOUNDATION								
Demographic and Economic Analysis								
Market Analysis								
Plan Review								
Transportation and Connectivity Assessment								
Deliverable: Foundation Analysis		.						
STAKEHOLDER ENGAGEMENT								
Stakeholder Interviews		.	.					.
Technical Team Interview			.		.			.
City Council Meeting		.					.	
Planning Commission Meeting		.					.	
PUBLIC ENGAGEMENT								
Website Kickoff	.							.
Community Engagement Event		.		.	.		.	
Deliverable: Public Engagement Summary					.			
VISIONING								
Visioning Workshop			.	.			.	
Programming Approach			.					
Deliverable: Vision & Design Guideposts			.					
IMPLEMENTING THE FUTURE								
Concept Illustrations				.	.			
Implementation Strategies						.		
Draft Document					.			
Final Document						.		

**Exact dates will be finalized based on the outcome of the kickoff meeting and length of the proposal review process.*



FUNCTIONAL APPROACH

Our Philosophy

Placemaking is a design and development process that maximizes value for all users and participants in a space. A Place is Space – Occupied. For a town square or plaza that means designing the space to encourage the programmed and opportunistic activities most important to the individuals and groups using the space. For a new retail development that means ensuring that the layout and design of the stores, parking and pathways invite shoppers as they arrive and move between stores on foot, by bicycle or in their cars. For a mixed use or housing development that means a deep understanding of those who will live or work in the area and providing an amenity rich environment that encourages social and physical health. For a new trail or street that means making sure the facility intended to move people from one place to another works as a means of transportation but also enhances the users experience of

the neighborhoods through which it passes and provides opportunities to stop, shop and connect. In the case of Eagle Mountain, this means bringing all these opportunities together to ensure cohesion and a design that provides opportunities for users of the space to establish an emotional connection, to feel that it is THEIR space—this ensures that the space is viable and sustainable for the long term.

Our approach begins with the big vision and big picture. We will focus on current and future land use and opportunity community wide and then begin to “drill down” to how various aspects or areas implement the vision.

Successful plans include three key elements:

- + A foundational understanding of the:
 - community’s priorities and vision,
 - market strengths and opportunities, and
 - natural and built environmental realities.

- + A clear understanding of:
 - community goals and objectives, and
 - market and environmental opportunities.
- + Clearly defined roles and responsibilities for implementation of key objectives.

Each phase of the planning process will have a specific focus on Eagle Mountain’s needs and priorities as identified through stakeholder and public engagement. For the Eagle Mountain Downtown Master Plan, we propose a three-phase planning process that begins with a focus on community goals and priorities. After agreement on the vision, priorities, and preferred approach, the planning process shifts to technical transportation, planning, streetscape design, and real estate market approaches.

During phase two we will identify various zoning, land use, street layout, sidewalk, streetscape



BALLPARK STATION AREA PLAN

and building design, parking, and wayfinding options to fulfill the vision. The final phase will select a preferred solution. The plan will identify the vision and preferred solution and include an explanation of how the community came together. GSBS will also provide Eagle Mountain with an implementation strategy with clearly articulated steps and timing. The detailed plan ensures implementation of the various elements of the chosen option in the 100-day plan and the 10-year timeline.

Phase 1: Establishing the foundation

A great town . . . must come from within, from the people themselves, and particularly with the backing of the churches, school children, business and industry, political leadership, and strong civic leadership. Everyone must become involved.” Former-Mayor Henry C. Chambers, Beaufort, South Carolina

GSBS will build on work and analysis you have completed in the past including existing comprehensive plans, small area plan strategies, retail opportunity analyses, and similar reports. If it does not exist, we have the expertise to fill in the gaps. In conjunction with an extensive

review of existing conditions and current city and regional plans, Phil Myrick LLC will work together with the GSBS team to establish a baseline of current conditions. We will utilize the analysis and understanding gained through this phase to inform and guide recommended strategies. This grounds strategies in empirical data, while integrating regional knowledge and local input. The following analyses are part of the existing conditions analysis:

+ Demographic and Economic Analysis: Understanding Eagle Mountain’s demographics today and projected future is the basis of the existing conditions. We also look at neighboring cities and the region to understand your potential to attract residents, workers, and visitors from a broader geography

+ Market Analysis: GSBS will analyze targeted real estate sectors including residential, commercial, hotel, and office. Market demand, competitive environment, timing, and depth of market share by real estate sector guides the development program and project phasing

+ Plan Review: Ensuring that your Downtown Master Plan fits within the vision of your other plans is key, in this review we will also look at your existing land use and master developments to assess the best location for the Downtown area

+ Transportation and Connectivity Assessment: Understanding current and projected future travel demands and levels of traffic congestion in Eagle Mountain is a key step in planning to meet future mobility needs and determine the effect development would have on traffic. This will look at all modes of transportation, not just vehicular, and will include parking

Stakeholder Engagement

Stakeholder participation is key and will inform overall project direction. Stakeholder interviews will include elected and appointed members, major landowners of the Town Center area, different city department heads, Eagle Mountain Chamber of Commerce, and others identified during our kickoff meeting.

Stakeholder interviews will help provide perspective on identified issues, potentially uncover new issues, gather ideas about suggestions to address issues and concerns, and offer insight about the relative significance and urgency of issues and solutions, which will result in an agreed-upon implementation plan that is rooted in achievable goals.

Public Engagement

The GSBS team is pleased to see that Eagle Mountain has prioritized ample public input on the creation of its Downtown Plan. If the plan is to be successful, key stakeholders and City residents must be aware of and understand the purpose of the planning process, know how and when to get involved, and trust that the outcomes consider their input. For a city the size and demographics of Eagle Mountain, online engagement works well, as well as tabling events at city activities, particularly the farmers' market. We also recommend that a representative from the Community Relations Department participate on the Management Team. This integrates the master planning process into the city-wide communications strategy.

GSBS has collaborated with many communities to create custom websites with a variety of interactive elements. Our latest custom website is found at <https://engagegsbs.mysocialpinpoint.com/historic-rock-mill>. We will create a custom Eagle Mountain Downtown Plan website based on our objectives for the master plan, and ensure that engagement is fun, fulfilling, and garners the best responses. We are also able to push online surveys through the website.

Kickoff Meeting

A critical part of this planning process will be to ensure that everyone involved in it from the

city and from the consulting team is on the same page about expectations and desired outcomes. The kickoff meeting focuses on that alignment. Key issues will include clearly defining and refining the scope of work, schedule, and budget; discussing reporting needs, structure, and points of contact; clarifying the division of responsibilities and resources between the City and consultants; and incorporating accountability into the process. This meeting will result in:

- + Summary of agreements made at the kickoff meeting for review and approval by the City and consulting team
- + Brief list of key messages about the project's purpose, need, schedule, and public involvement opportunities
- + Stakeholder identification
- + Any potential issue identification

Visioning

An ethos to identify a unified vision will drive the Downtown Master Plan. The GSBS team will lead a series of sessions resulting in a holistic vision for the community. In this phase, we will collaborate closely with you to vet community outreach, case studies, existing conditions, and goals from other city plans to create a unified vision and design guideposts. The methodology to identify the vision and design guideposts will be heavily documented and summarized.

Phase 2: Visualizing the Future

The shared community vision and priorities identified in Phase 1 will form the foundation for the creation of design for meeting community goals in zoning land use, street layout,

sidewalk streetscape and building design, parking, and wayfinding. GSBS designers have a comprehensive understanding of what makes a place work. We are adept at intuitive design that encourages people to visit, stay and return. We understand more than just the minimum requirements for allowing cars and people to come to a place, we design for long-term sustainability.

Place is more than just space. GSBS is a multi-disciplinary firm that will provide site planning, landscape, and architectural design to create a built environment attractive and accessible to users of the area. We also provide the knowledge and design input to ensure that the area attracts retailers and activities needed to fill the space with people. Our multi-disciplinary team collaborates with you in an iterative process that creates an area of interest and focus for private investment and future activity. In many cases, implementation occurs over many years, our plans provide the structure needed to make market-based implementation decisions without losing the overall vision.

Programming Approach

We think of activity in the downtown area, both programmed and casual, to be the foundation of the design of this public space. We find it useful to think of these activities in three categories:

Daily Activity

Design of the area must support and enable daily activity. GSBS achieves this through a deep understanding of how and why people use public space. Our initial observation and cataloging of current use form the foundation and will be the basis from which we make recommendations that enable a more balanced pattern of activities.



Commercial Programming

We will identify the events and festivals that attract a regional audience, generate revenue, and have characteristics that influence design. Power, water, sanitation, security, and similar factors have physical implications, while setup and breakdown operations create an extended impact on businesses.

Community Programming

Communities need safe, engaging spaces for both programmed and unprogrammed interaction. We will explore the sorts of events that draw a community together for celebration, learning, and activation.

Our approach to programming begins with cataloging the existing events that have the potential to be part of the downtown Eagle Mountain experience. By understanding the scale, character, and support needs of these events, we can begin design analysis and concepts that locate these events and the features, furnishings, and design elements that will support them.

Phase 3: Implementing the Future

Along with looking at how to get to the desired design from a 10-year planning lens, we will also take a deep dive into a 100-day action plan, that will focus on the lighter, quicker, and cheaper actions Eagle Mountain can take to capitalize on the buzz being generated from the master planning process. This will also include a dive into grant opportunities Eagle Mountain can pursue.

The Final Plan will be an easy-to read narrative describing the process and identifying the data used as the basis for decisions. It will function as a policy document to guide the Downtown Master Plan, with guides for both developers and residents.

Christine Richman	Erika Chmielewski	Jesse Allen	Ben Rodas	Shoko Smith	Planner	Phil Myrick
\$205	\$175	\$205	\$140	\$165	\$150	\$205
HOURS						

PROJECT MANAGEMENT

Kickoff Meeting	1.5	1.5					
Project Management Meetings		12					
Scope Check-in Meeting	2	2					

ESTABLISHING THE FOUNDATION

Demographic and Economic Analysis						5	
Market Analysis						16	8
Plan Review		8		8		8	
Transportation and Connectivity Assessment				12			
Deliverable: Foundation Analysis							

STAKEHOLDER ENGAGEMENT

Stakeholder Interviews	3	5		1			5
Technical Team Interview	1	1		1			1
City Council Meeting	2	4					
Planning Commission Meeting	2	4					

PUBLIC ENGAGEMENT

Website Kickoff		4			4	8	
Community Engagement Event	8	30				15	
Deliverable: Public Engagement Summary							

VISIONING

Visioning Workshop	5	5	5	5	5	5	5
Programming Approach		10					20
Deliverable: Vision & Design Guideposts	2	2	2				2

IMPLEMENTING THE FUTURE

Concept Illustrations				4	12		
Implementation Strategies	16	16					
Draft Document		40			24		
Final Document		16					

OTHER

Travel	7	7	2	2	1	2	
--------	---	---	---	---	---	---	--

TOTAL FEE:
\$70,770

COST PROPOSAL

ATTACHMENT A
Bid Form

Project Name: EMC Downtown Master Plan 2024
Project Number: EMC-FY24-14

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: EAGLE MOUNTAIN CITY
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:
- | Addendum No. | Addendum Date |
|-----------------------------|-----------------------------|
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of the Bid:

- A. Bid Form
B. Map of planning area

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____
By: _____
(Individual's signature)

SEAL,
if required
by State

Doing business as: _____

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

A Corporation

Corporation Name: GSBS, PC dba GSBS Consulting

State or Jurisdiction of Incorporation: Utah

Type (General Business, Profession, Service, Limited Liability): Professional Corporation

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Kevin B. Miller

Title: President, CEO



Attest _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Utah [State or other jurisdiction where Project is located] is 01/04/1978

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____
By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____
By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

SEAL,
if required
by State

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

5.02 Bid submitted on June 27, 2024



GSBSPCG-01

LANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT Lori Anderson	
	NAME: PHONE (A/C, No, Ext): (801) 364-3434 642	FAX (A/C, No): (801) 355-5234
	E-MAIL: Lori.Anderson@american-ins.com	
	ADDRESS: Lori.Anderson@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins. Co.	30104
	INSURER B : Hartford Insurance Company of Illinois	38288
	INSURER C : Berkley Insurance Company	32603
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
**GSBS PC, GSBS Architects
GSBS/Richman Consulting
375 W 200 S, Ste 100
Salt Lake City, UT 84101**

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			34SBWAP1SG8	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			34SBWAP1SG8	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			34SBWAP1SG8	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WEGAP1ZME	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liab-Claim Made			AEC906396208	2/4/2023	2/4/2024	Each Claim Limit 5,000,000
C	Retro Date 4/9/1978			AEC906396208	2/4/2023	2/4/2024	Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insurance Verification Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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During contract negotiation, GSBS will provide an insurance certificate specifically for Eagle Mountain.

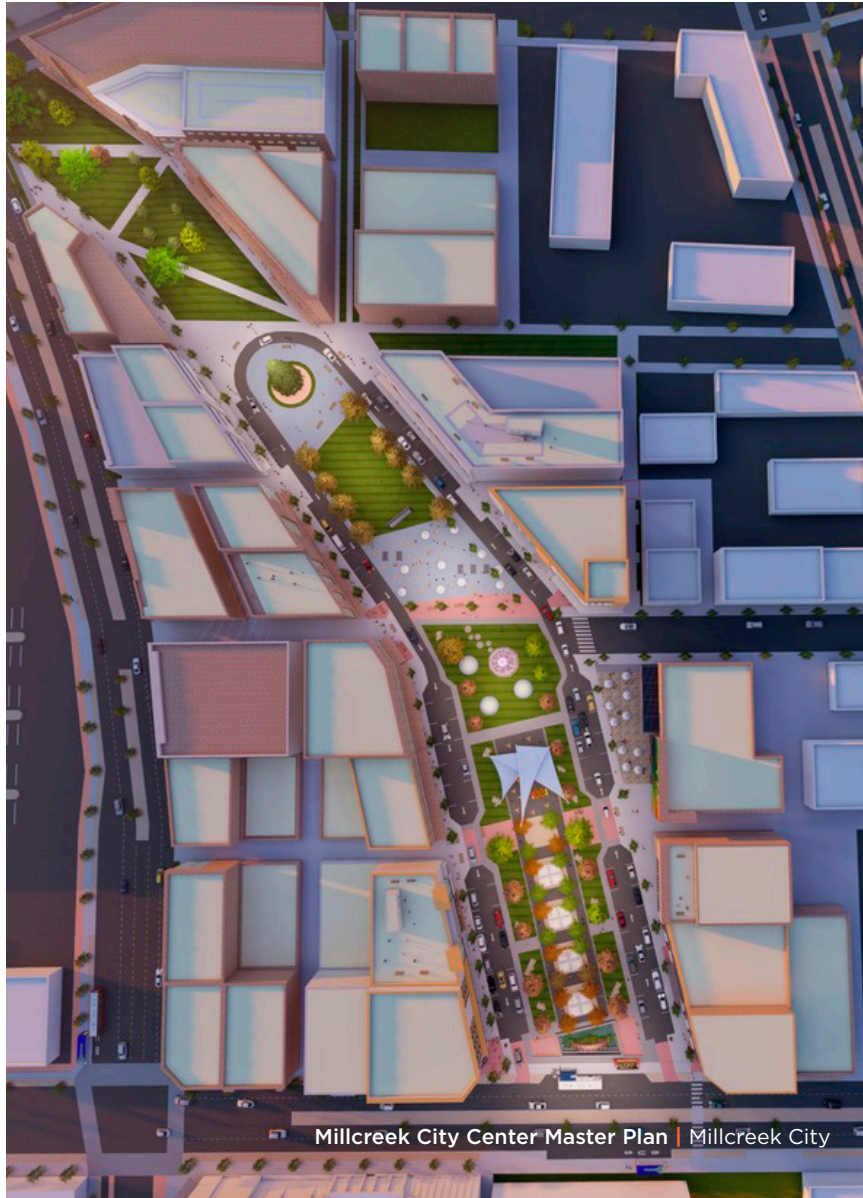


MHTN
ARCHITECTS

Statement of Interest & Qualifications/RFP Proposal
DOWNTOWN MASTER PLAN 2024
EAGLE MOUNTAIN CITY
No. EMC-FY24-14 | July 16, 2024



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04 | Cost Proposal

05 | Bid Form (Attachment A)





Dear Melissa and Eagle Mountain City Council Members:

MHTN and our team of planners, urban designers, architects, and specialty partners are excited to leverage our relevant experience on behalf of Eagle Mountain's Downtown plan. **We will help create a vision to seize this opportunity and its unique timing to enhance quality of life, by creating a plan developed with significant community engagement and stakeholder collaboration resulting in a destination downtown.** With strong support from City leadership as well as property owners, we are confident you can create an authentic downtown which is economically sustainable and welcoming to all while looking to the future to plan for much-needed essential civic facilities.

MHTN's Planning & Urban Design Team brings significant experience in designing and planning downtown environments including Saratoga Springs, Millcreek, Holladay, North Logan, Farmington, Vernal, and Kaysville. With each of these Projects MHTN has led the project management, as well as the community engagement processes. Our passion for listening to community voices and creating unique, community driven and market supported downtowns is second to none.

OUR TEAM WILL BE SUPPORTED BY THE FOLLOWING SPECIALTY CONSULTANTS:

- + **Kimley Horn** brings transportation planning experience with frequent collaborations with MHTN, to support creation of a connected and accessible downtown for people walking, biking and driving.
- + **Leland Consulting Group** has significant experience throughout Utah County and with similar communities throughout Utah for market analysis and feasibility and will guide the market feasibility and land use alignment proposed within the downtown.
- + **Civil Solutions Group** knows your community's infrastructure having already provided civil design services at Cory Wride Memorial Park and will help make wise planning level recommendations regarding your utility infrastructure.

MHTN approaches each project with no preconceived notions about a solution for you coming into the project. We commit to a process which will uncover the assets and attributes that make Eagle Mountain unique and deliver an implementable plan, with elected official and citizen support to achieve your goals. Your downtown will be more than just a commercial center; it will be a community and cultural hub for generations to come.

Sincerely,

Ryan Wallace AIA, AICP, LEED GA
Managing Principal & Planning Director, MHTN Architects
P 801.326.3248 E ryan.wallace@mhtn.com

Peggy McDonough Jan AIA, LEED AP
Project Executive & President, MHTN Architects
P 801.326.3260 E peggy.mcdonough@mhtn.com





EXECUTIVE SUMMARY

MHTN ARCHITECTS

280 South 400 West, Suite 250

Salt Lake City, UT 84101

p: 801-595-6700

e: ryan.wallace@mhtn.com

Nature of Firm's Principal Business: Architecture

Number of Years in Business: 101 Years

Federal Licensing Certificates:

SLC Business License #LIC1979-04915

Federal Tax Identification: 87-0374713

MHTN Architects is a 100-person architecture and planning firm established in 1923. We are deeply committed to creating thriving communities throughout Utah and the Intermountain West. Headquartered in downtown Salt Lake City, Utah, we offer a comprehensive range of services, including vision-focused architecture, experiential graphic design, interior design, landscape architecture, planning, and placemaking.

With 11 team members in the planning and urban design team, and several projects recently completing at the end of the municipal fiscal year, our team has the capacity to successfully complete the project by the end of the year.

UNIQUE QUALIFICATIONS FOR EAGLE MOUNTAIN'S DOWNTOWN PLAN

Our team's extensive experience in civic and community-based environments makes us ideal for Eagle Mountain's Downtown planning project. Our unique qualifications include:

- + **DEEP LOCAL EXPERTISE:** Founded in Utah, we understand the unique character and needs of our region. Our experience with multiple projects in Eagle Mountain, including the Parks, Trails, and Open Space Master Plan, Smith Ranch Regional Park design, and the Transit Fresh Look Study, makes us uniquely capable of understanding your community's distinct issues and vision. We worked closely with your City Council on the Parks, Trails, and Open Space plan, making several revisions to ensure it captured the community's goals, which have been well received and impactfully implemented.
- + **PROVEN TRACK RECORD:** Our extensive portfolio includes successful downtown revitalization projects in communities similar to Eagle Mountain. Notably, we recently completed a Downtown plan for Saratoga Springs. We welcome you to contact our primary point of contact there, Doug Meldrum, to discuss his experience with the process.
- + **INTEGRATED APPROACH:** As a multidisciplinary firm, MHTN offers a full spectrum of services, allowing us to view your project holistically from various design perspectives, creating value and

a well-vetted project. For your project's success, we have expanded our team with consultants specializing in transportation planning, civil engineering, and economic strategy, all familiar with Eagle Mountain and Utah County. For more details on Kimley Horn, Civil Solutions, and Leland Consulting Group, see Tab 3 of this document.

- + **EXPERIENCED & CREATIVE TEAM:** Our 100-person team brings a wealth of experience in community identity, placemaking, and urban design with a focus on connectivity and fiscal responsibility.

COMMITMENT TO EAGLE MOUNTAIN

MHTN Architects is dedicated to collaborating with Eagle Mountain stakeholders and officials to develop a Downtown Plan that reflects your unique community and vision. We listen to the community, analyze the site, and consider landscape and market conditions to find the best solutions that feel inevitable in your community. Our team's integrated approach, extensive experience, and commitment to fiscal responsibility ensure a successful project that will serve your community today and for the next 100 years.

MHTN does not have and bankruptcy filings within the last ten years and no current pending litigation involving the firm.





DETAILED DISCUSSION

MHTN has been absolutely instrumental in guiding Millcreek in the process to develop an unparalleled city center and city hall. Their creativity and professionalism is first rate! MHTN is truly adding magic to Millcreek.

MIKE WINDER

City Manager and Economic
Development Director
Millcreek, Utah

FIRM INTRODUCTION

Established in 1923 as a local Salt Lake City practice, MHTN Architects is a leading full-service architectural firm with a widely respected reputation for design excellence, sustainable design ethics, professionalism, and integrity. Founded on values of leadership and innovation, MHTN offers a team of over 90 professionals serving clients locally, regionally, and across the country. Our team has a rich legacy of planning, programming, designing, and implementing for a variety of clients in civic, municipal, and community-based environments. Our master planning, urban design, and landscape design efforts are rooted in collaboration, with all key stakeholders a valued part of the team.

MHTN's Planning and Urban Design Team offers a highly-focused and creative group with **a broad depth of experience in placemaking, land use planning, civic architecture, and urban design.**

Comprised of architects, planners, urban designers, landscape architects, and sustainability experts, we take an integrated approach as we listen to and provide innovative ideas on projects. Our services include contextually-based master plans, transportation planning, placemaking, urban design, project visualization, programs, site plans, and designs for a variety of sectors and environments.

MHTN is one of the largest architectural and planning firms in Utah with relevant experience and expertise in placemaking and master planning projects of similar type. Our proposed team has the sufficient capacity, capability, and relevant experience needed to meet and exceed Eagle Mountain's vision and goals for the Downtown Master Plan.

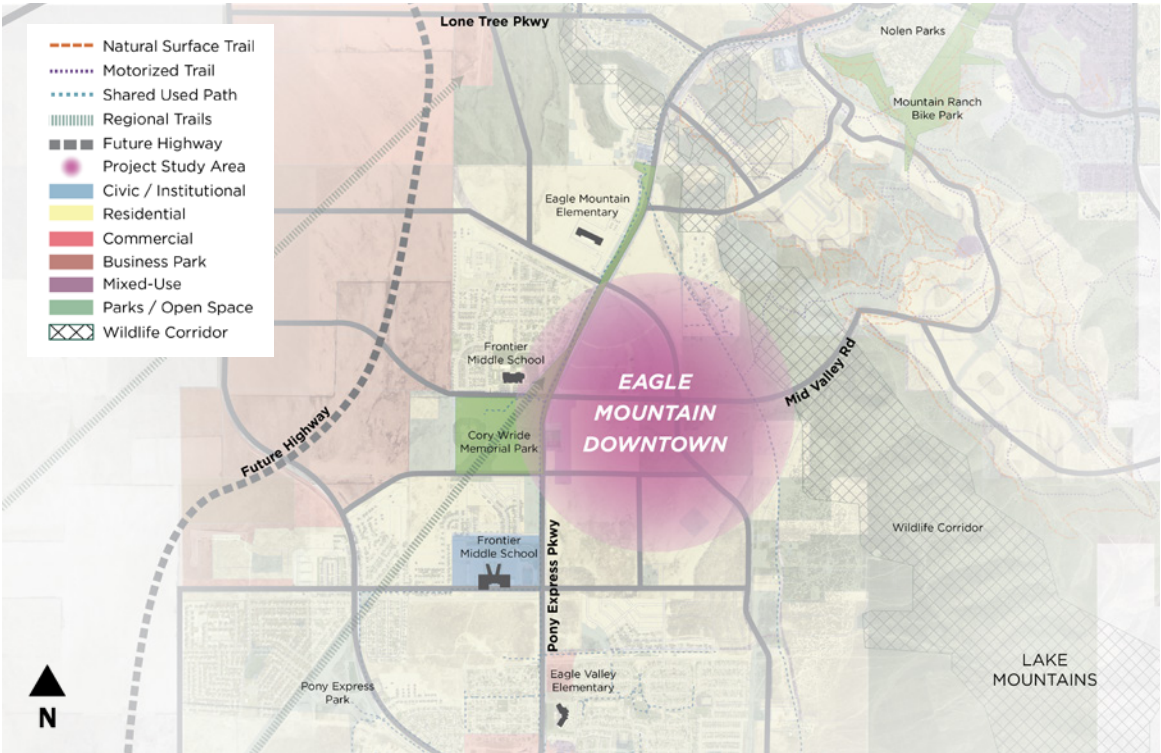


PROJECT UNDERSTANDING

The Eagle Mountain downtown area is poised in a central community location, adjacent to regional attractions such as community landmark of Corey Wride Regional Park, while significant undeveloped land to create a thriving community and cultural hub. The new Downtown will provide public gathering, active streetscapes lined with shops, interspersed with spaces dedicated to recreation, art, and essential civic facilities like a new City Hall, public library, and public safety building.

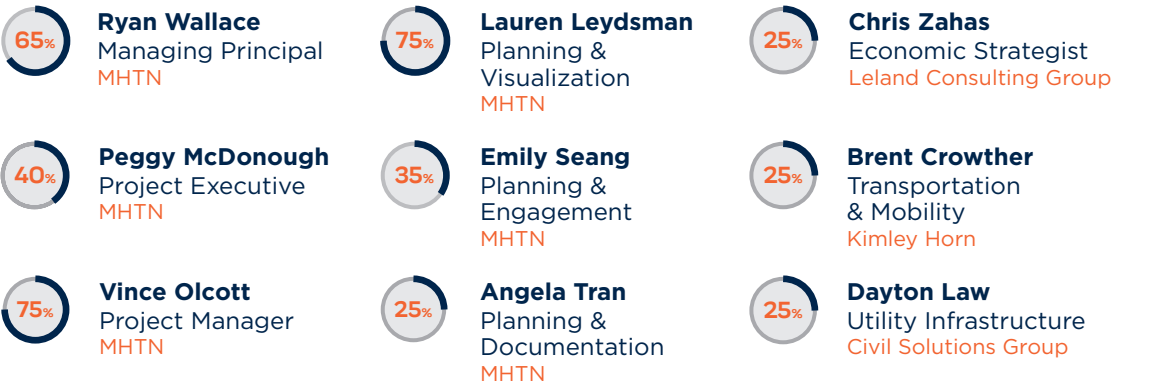
The project capitalizes on its strategic location and perfect timing. With a neighboring 50-acre development underway and a surge in interest from businesses, Eagle Mountain is poised to become a hub for tourism focused on outdoor recreation. Existing and future developments will seamlessly integrate with the downtown core, ensuring easy access to regional transportation options. This will make it even more convenient for residents and visitors to explore and be immersed in the surrounding natural beauty of Eagle Mountain and Cedar Valley.

Unobstructed views and convenient access to trails, mountains, and future adjacent neighborhoods will be a cornerstone of the design. The Downtown area will seamlessly connect with existing pathways, allowing residents to easily incorporate outdoor activities into their daily lives. This focus on nature aligns with Eagle Mountain's identity and caters to the growing demand for outdoor access.



TEAM WORKLOAD & AVAILABILITY

Our depth of team, and recent projects completing at the end of the fiscal year result in significant presence of experienced team members available for Eagle Mountain's Downtown Master Plan.



TEAM ORGANIZATION & QUALIFICATIONS





RYAN WALLACE AIA, AICP, LEED GA, NCARB

PRINCIPAL & PLANNING DIRECTOR
MHTN Architects

Master of Architecture, NC State University
Bachelor of Science, Urban Planning, University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Plan, Saratoga Springs, UT
North Ogden South Commercial Area Plan, North Ogden, UT
North Logan City Center Master Plan, North Logan, UT
Parks, Trails, and Open Space Master Plan, Eagle Mountain, UT
Fresh Look Study (includes Eagle Mountain), WFRC & MAG
Vernal Downtown Plan, Vernal, UT
Millcreek City Center Master Plan, Millcreek, UT
Park City Arts & Culture District Master Plan, Park City, UT
Grantsville Main Street Vision, Grantsville, UT
Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT



VINCE OLCOTT ASLA, SITES AP

PROJECT MANAGER & LANDSCAPE DIRECTOR
MHTN Architects

Bachelor of Landscape Architecture
Utah State University

RELEVANT EXPERIENCE

Parks, Trails, and Open Space Master Plan, Eagle Mountain, UT
Smith Ranch Community Park Expansion, Eagle Mountain, UT
Vernal Downtown Plan, Vernal, UT
Lindon City Parks Master Plan Update, Lindon, UT
Children's Justice Center, Tooele, UT
Canyon Country Discovery Center, Blanding, UT
Utah Valley Convention Center, Provo, UT
Tooele Courts Building, Tooele, UT
Mesquite City Hall, Mesquite, UT
Draper Library, Draper, UT



PEGGY MCDONOUGH JAN AIA, LEED AP

PROJECT EXECUTIVE & CIVIC DESIGN LEAD
MHTN Architects

Bachelor of Architecture
University of Notre Dame

RELEVANT EXPERIENCE

Saratoga Springs Downtown Plan, Saratoga Springs, UT
Downtown Vernal Plan, Vernal, UT
Millcreek City Center Master Plan, Millcreek, UT
Park City Arts & Culture District Master Plan, Park City, UT
Commercial Centers Master Plan and Feasibility Study, Taylorsville, UT
Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT
Kaysville City Hall Renovation and Addition, Kaysville, UT
Salt Lake County District Attorney's Offices, West Jordan & SLC, UT
West Jordan Library & Viridian Event Center, West Jordan, UT
Salt Lake County, Draper Library, Draper, UT



LAUREN LEYDSMAN

PLANNING & VISUALIZATION
MHTN Architects

B.S. Urban Ecology, Minor Geography
University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Plan, Saratoga Springs, UT
North Logan City Center Master Plan, North Logan, UT
Downtown Vernal Plan, Vernal, UT
Fresh Look Study (includes Eagle Mountain), WFRC & MAG
Commercial Core Transportation Plan, Brian Head, UT
West Davis Corridor Market Study, Davis County, UT
Millcreek City Hall, Millcreek, UT
Highland Drive Concept & Final Design, Salt Lake City, UT
Town Center Branding, City of North Salt Lake, UT*

*Prior to MHTN



EMILY SEANG

PLANNING & ENGAGEMENT | MHTN Architects

B.S. Urban Ecology
University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT
Downtown Vernal Master Plan, Vernal, UT
Spring Lane Park Master Plan, Holladay, UT
Economic Development Strategic Plan, Vineyard, UT
Midvale Station Area Plans, Midvale, UT
Brian Head Commercial Corridor Study, Brian Head, UT



ANGELA TRAN

PLANNING & DOCUMENTATION | MHTN Architects

B.S. Urban Ecology
University of Utah

RELEVANT EXPERIENCE

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT
Downtown Vernal Master Plan, Vernal, UT
Grantsville Main Street Plan, Grantsville, UT
North Ogden South Commercial Area Planning, North Ogden, UT
Midvale State Street Corridor Study, Midvale, UT
Midvale Station Area Plans, Midvale, UT



CHRIS ZAHAS AICP

ECONOMIC STRATEGIST | Leland Consulting

Master of Urban & Regional Planning
Portland State University

RELEVANT EXPERIENCE

Economic Development Strategic Plan, Vineyard, UT
Town Center Market Strategy, North Salt Lake, UT
Downtown Plan Update, Sioux Falls, SD
Downtown Redevelopment Plan, Albuquerque, NM
Downtown Civic Core Vision and Action Plan, Renton, WA



BRENT CROWTHER PE, PTOE, RSP1

TRANSPORTATION & MOBILITY | Kimley Horn

Master of Science, Civil Engineering
Virginia Polytechnic Institute and State University

RELEVANT EXPERIENCE

North Salt Lake Town Center Traffic Circulation Study, North Salt Lake, UT
WFRC Wasatch Choice Great Streets Typology, Salt Lake City, UT
North Salt Lake, General Plan, North Salt Lake, UT
University of Utah Campus Master Plan, Salt Lake City, UT
Cache County Transportation Master Plan, Logan, UT
Sedona Transportation Master Plan, Sedona, AZ



DAYTON LAW PE

UTILITY INFRASTRUCTURE | Civil Solutions Group

B.S., Civil and Environmental Engineering
Utah State University

RELEVANT EXPERIENCE

Cory Wride Park, Eagle Mountain, UT
Mixed Use Development, Eagle Mountain, UT
Park Observatory, Eagle Mountain, UT
Smith Ranch Park Epanasion, Eagle Mountain, UT
Downtown Master Plan, North Logan City, UT
Master Plan, Vineyard City, UT





SARATOGA SPRINGS DOWNTOWN MASTER PLAN

Client/Owner: Saratoga Springs City

220 acres | 2023 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott, Lauren Leydsman, Emily Seang, Angela Tran

The Saratoga Springs Downtown Plan establishes a vision for 220 acres of land located at a gateway intersection at the center of the rapidly growing community. The MHTN-led team provided planning and design services for the plan including design guidelines, land use recommendations, planning framework, and economic strategies. The plan seeks to create access for a variety of transportation modes and internal block structure to encourage a walkable and engaging future downtown. Recommendations include public amenity spaces to activate and create a destination for surrounding private, mixed-use development, with a focus on leveraging the natural beauty and access to the outdoors that is a core defining element of the community identity.



SOUTH COMMERCIAL AREA PLAN

Client/Owner: North Ogden City

16 acres | 2023 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott, Lauren Leydsman, Emily Seang

Located along a critical corridor, the commercial area lacks activity with limited visibility due to car-centric design, varying development patterns, and sparse connection to adjacent residential neighborhoods. This area offers a unique opportunity to create a memorable new gateway, new amenities for residents, and an opportunity for economic vitality. The plan includes redevelopment options for surface parking and aging commercial buildings into a thriving destination. A key element is the daylighting of Coldwater Creek to create a new outdoor space for the community. The plan includes improved multi-modal connections, thoughtful placemaking, and a market-driven approach to a revitalized commercial area.



VERNAL DOWNTOWN PLAN

Vernal City

54 acres | 2020 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Lauren Leydsman, Emily Seang

The Vernal Downtown Revitalization Plan is a master planning effort that explores ways to retain and attract businesses, improve the pedestrian experience, and strengthen Vernal's unique and memorable identity, all of which support a more vibrant downtown. Included in this plan are placemaking strategies for a more walkable/bikable environment, transportation recommendations for streets within the study area and a market analysis that explores highest and best use for parcels. The area includes redevelopment options for aging commercial buildings and options for surface parking on open lots, providing possibilities of mixed-use development that attracts new economic opportunity.



MILLCREEK CITY CENTER MASTER PLAN

Millcreek City

100 acres | 2018 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott

The Millcreek City Center project works in parallel with the City's ongoing General Plan process to consider how the stretch between Highland and 1300 East could incorporate placemaking strategies in the creation of an identifiable vibrant City Center. The area includes redevelopment options for surface parking and aging commercial buildings providing possibilities to add mixed-use development and attract new economic opportunity and residents to the city. The plan includes a focused look at improving walkability and transportation alternatives along auto-oriented streets to better connect this area to the many surrounding residential neighborhoods.



PARK CITY ARTS & CULTURE DISTRICT

Park City Corp.

5.25 acres | 2020 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott

In association with Lake | Flato Architects, MHTN provided placemaking and urban design to support a master plan for a new Arts and Culture District in Park City. The project is a partnership between Park City, Sundance Institute and Kimball Arts Center. Located at a key city gateway, a five-acre site will be transformed into a vibrant arts district to augment the cultural offerings already available in Park City. Kimball Arts Center and Sundance Institute intend to construct new facilities, acting as owner anchor tenants in the new Arts and Culture District. Park City will construct facilities intended to support the creation of the arts district including a food hall, artist housing (live/work facilities), an electric bus transit station, public art, outdoor plaza and event spaces.

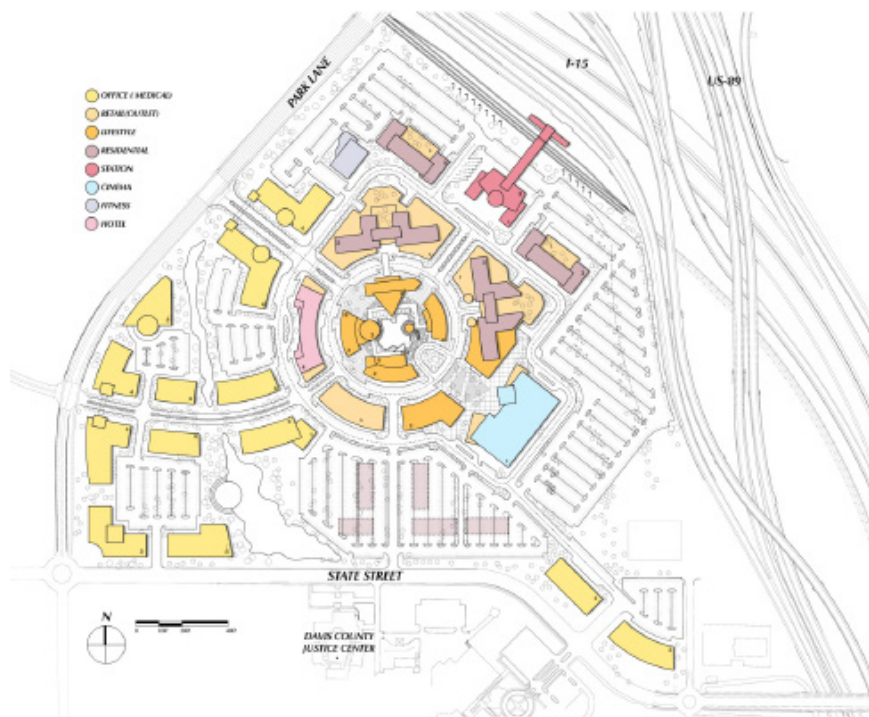


KAYSVILLE MAIN STREET VISION

Kaysville City

2018 | Master Planning, Placemaking, Landscape Architecture
 Peggy McDonough, Ryan Wallace, Vince Olcott

MHTN provided urban design and visioning services to the City of Kaysville as they begin to revitalize the heart of their City on Main Street. The project leverages current work to renovate and expand their Civic Center and City Hall. Main Street currently functions as a north-south thoroughfare for vehicles traveling through Kaysville. In the future, the City would like it to be a place that honors Kaysville's unique history and heritage and sees it as a place where everyone in the community gathers. The street will be transformed from a high-speed auto-dominated corridor into a safe, vibrant hub for arts, culture, and events where local businesses can thrive.



STATION PARK MASTER PLAN

Calthorpe Properties

250 acres | 2004 | Master Planning, Landscape Architecture

The Station Park Master Plan is a conceptual mixed-use town center master plan at the southwest corner of Park Lane and I-15/Legacy Highway and adjacent to the UTA's FrontRunner commuter rail station. The master plan organizes the site into districts for phased development over time. The desire was to create a walkable town center feel that is easily accessed through multiple modes of transportation. Active outdoor spaces such as plazas, splash pads, and landscaped plaza areas, seamlessly integrate with the vertical mixed-use areas for the retail and office components.

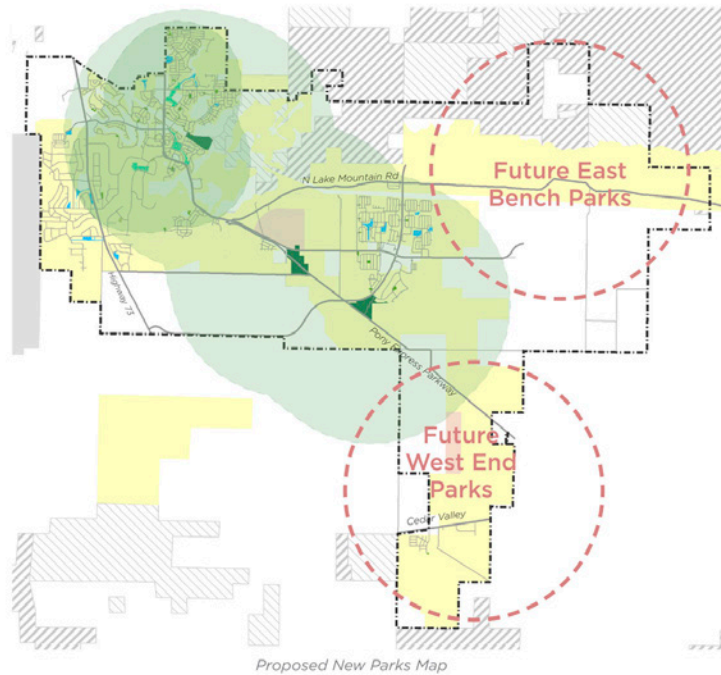


HOLLADAY VILLAGE CENTER MASTER PLAN

Holladay City

25 acres | 2003 | Master Planning, Placemaking, Landscape Architecture

After incorporation as a city, Holladay inherited a traditionally strong neighborhood center from its former life as an unincorporated precinct of Salt Lake County. At the heart of one of the most desirable communities in Utah, this center possesses many of the qualities associated with a traditional town that enhance the quality of life—with human scale, walkability, convenient auto access and the opportunity to use public transit leading the list. The Holladay Village Center Master Plan creates not only a working plan for the commercial core of the city, but also an economic plan for revitalization. Central to the master plan is the recognition that the center could become the social gathering place for the City of Holladay.



PARKS, TRAILS, AND OPEN SPACE MASTER PLAN Eagle Mountain City

2020 | Planning, Landscape Architecture, Community Engagement
Peggy McDonough, Ryan Wallace, Vince Olcott

The Parks, Trails, and Open Space Master Plan updates the City's 2009 plan. The 2020 plan identifies the City's parks, trails, and open space needs based on rigorous data analysis and community engagement. The master plan provides details on migratory herds through the City and proposes a wildlife corridor and other open space conservation strategies. In addition, it provides a set of comprehensive recommendations for parks and trails that follow five guiding principles: 1) Promote healthy & active communities; 2) Encourage stewardship & civic pride; 3) Provide diverse offerings, amenities, and opportunities; 4) Cultivate resilient approaches; and 5) Conserve & enhance open space. The final recommendations have associated costs and prioritization for plan implementation.



SMITH RANCH COMMUNITY PARK EXPANSION Eagle Mountain City

16 acres | 2024 | Site Planning, Placemaking, Landscape Architecture
Peggy McDonough, Ryan Wallace, Vince Olcott

Eagle Mountain's Smith Ranch Park seeks to improve and expand upon its existing park. The park's design provides a variety of native and manicured landscapes to support active and passive uses, providing space for both people and wildlife. This is vital as Eagle Mountain's access to open space is one of the City's defining characteristics and is an important component to this re-conceived design. Unique play elements such as a ninja warrior course, skate park, themed bird play structure and nature play will create a dynamic experience for visitors of all ages. Additionally, the use of low maintenance and native plants make it a sustainable landscape design, staying true to Eagle Mountain's rural character and supporting wildlife in a natural wash found within the park.



PROJECT REFERENCES

Doug Meldrum

Economic Development Director

Saratoga Springs City

P 801-766-9793 E dmeldrum@saratogasprings-ut.gov

Quinn Bennion

City Manager

Vernal City

P 435-781-7110 E qbennion@vernalcity.org

Francis Xavier Lilly

Planning & Zoning Director

Millcreek City

P 801.214.2753 E flilly@millcreek.us

Shayne Scott

County Manager (Fmr. Kaysville City Manager)

Summit County

P 435.477.2873 E sscott@summitcounty.org

Jen McGrath

Deputy City Manager

Park City Corp.

P 435-615-5051 E jen.mcgrath@parkcity.org

Holly Smith

Assistant City Manager

Holladay City

P 801-272-9450 E hsmith@cityofholladay.com

Brad Hickman

Parks and Recreation Director

Eagle Mountain City

P 801-789-6664 E bhickman@emcity.org

PROJECT APPROACH

TASK 2.0.0

PROJECT MANAGEMENT AND START-UP

Schedule: Project Startup/anticipated early August

Duration: Project Startup – 2 weeks, Project Management anticipated until Dec 2024 completion

Workshop: Specifically 01 (and 02-05)

Team Members: MHTN will lead all aspects of project management, and be the first point of contact.

TASK 2.0.0

PROJECT INVOICING

MHTN will plan to provide project invoices each month to Eagle Mountain City (EMC), indicating progress on all projects tasks and team members progress to date.

TASK 2.0.1

PROJECT KICK-OFF MEETING

The project will begin with a Kick-off workshop with the consultant team, including MHTN Architects, Kimley Horn (KH), Leland Consulting Group (LCG), and Civil Solutions Group (CSG) as well as key City Staff to review the scope of work and available data. It will lay the foundation for a clear and inclusive process and will clarify roles, approach, project goals, and discuss when community and stakeholder engagement opportunities may be appropriate.

We will define a vision statement and guiding principles to effectively launch the project. Items to be covered during the Kick-off Meeting include:

- + Discuss accomplishments of any current guiding documents and development plans in process or which remain relevant from other planning efforts and which may be useful to the Downtown Plan
- + Establish project vision, guiding principles, goals, and desired outcomes
- + Confirm the Project Work Plan and project schedule to define roles, responsibilities, and communication procedures
- + Review Stakeholder Engagement Plan (2.1.3), confirming responsibilities and resources
- + Review Community Engagement Plan (2.1.4), confirming responsibilities and resources

TASK 2.0.2

PROJECT WORK PLAN

MHTN will develop a Project Work Plan, outlining how the project scope is to be accomplished within the five-month schedule as outlined later in this document. Integrated in a format with scope and scheduled intertwined, it will outline meetings and digital and analog tools required to support project team interaction to accomplish the scope of work. See section 5 of Tab 3 in this proposal for a graphic depiction of the project schedule. Specific details of our proposed approach are also outlined in this section organized by task.

The Project Work Plan will also identify anticipated frequency of interactions with Saratoga Springs City staff and key project stakeholders and community members as well as proposed format.

Deliverables:

Project Work Plan integrated with Project Schedule in PDF format upon selection.

TASK 2.0.3:

TEAM WORK SESSIONS, MEETINGS, AND WORKSHOPS

Based upon the project schedule, and documented in the work plan (2.0.2), MHTN anticipates internal meetings with the Planning Team on a bi-weekly basis to progress project development and coordination. Workshops with the project Steering Committee are anticipated on a monthly basis and are anticipated in-person at Eagle Mountain City Hall. Check-ins with Eagle Mountain City project management (also known as the Core Team, to be identified upon selection) are anticipated on a bi-monthly basis in a virtual setting to encourage regular updates, frequent information exchange, and answering questions between workshops with the Project Steering Committee.

TASK 2.1.1

OBJECTIVES

Schedule: Anticipated mid-August

Duration: 4 weeks, completed by mid-September

Meetings: Workshops 02, City Council Mtg 01

Team Members: MHTN will lead Task 2.1.1 with support by LCG and KH on best practices for successful Downtowns and recommendations of potential Downtown precedents to consider.

TASK 2.1.1A

IDENTIFY PREFERRED LOCATION

MHTN will work immediately upon selection to identify the broadest range of potential parcels for inclusion in the Downtown plan area coordinating with EMC Staff. These will be presented at the Project Kick-off meeting and then be analyzed and refined in Phase 2.1.2 – Considerations to Assess – by understanding more about parcel ownership, relationship to market conditions, and transportation access for a successful Downtown framework. LCG may participate in this phase in a limited role based on recommendations for the scale and size of the Downtown area.

TASK 2.1.1B

DOWNTOWN VISION, GUIDING PRINCIPLES, AND DESIGN BEST PRACTICES

Based upon input collected at the Project Kick-off meeting, MHTN will develop a project vision statement, guiding principles, as well as Downtown Design Best Practices. MHTN, LCG, and KH will also share initial potential design strategies for the Downtown design and configuration based on past similar planning efforts, relevant precedents, and best practices at this stage.

Deliverables:

Project Objectives Document including Vision Statement, Guiding Principles, and Downtown Design Best Practices.

TASK 2.1.1C

DOWNTOWN STRATEGY RECOMMENDATIONS

MHTN will share initial potential options for Downtown implementation strategies and phasing options based on past similar planning efforts and begin communicating potential alternatives through diagram format. LCG will also share precedents and best practices at this stage.

Strategy recommendations will be finalized and formalized in Task 2.1.6 Final Deliverables including the 100 day Action Plan and the 10 year Implementation Plan.

TASK 2.1.2

CONSIDERATIONS TO ASSESS

Schedule: Beginning September

Duration: 6 weeks, completed by mid-October

Meetings: Workshops 02 & 03, City Council Mtg 02

Team Members: MHTN will lead Task 2.1.2 with support by LCG, KH, and CSG each to assess conditions relevant to their scope of work. MHTN will lead the information gathering with EMC, file organization and sharing, and document organization into a single PDF format document for EMC to review.

TASK 2.1.2A

GUIDING DOCUMENTS CONFORMANCE

MHTN will assess existing guiding documents including the General Plan to determine relevant recommendations, regulations, and policies which should integrated with the Downtown Plan.

TASK 2.1.2B

LAND USE & ENVIRONMENTAL CONDITIONS ASSESSMENT

MHTN will gather parcel level data to analyze existing land uses within, and adjacent to, the Downtown area. Additionally MHTN will lead review of the geographic situation and environmental conditions of the Downtown and its immediate context to determine opportunities to leverage and conditions to consider which may impact potential success of the Downtown.

TASK 2.1.3B

TRANSPORTATION NETWORK ASSESSMENT

KH will analyze the existing layered transportation network including pedestrian, bicycle, and vehicular to determine current conditions, as well as future potential connections and alternatives for all modes.

TASK 2.1.3C

MARKET CONDITIONS ASSESSMENT

LCG will utilize readily available data from Urban Footprint and Census Data, as well as data resources to be provided by EMC including recent CoStar reports, previous financial assessments, and Development agreements to understand the market conditions and potential of the Downtown now and in the future.

TASK 2.1.3D

UTILITY INFRASTRUCTURE ASSESSMENT

CSG will engage EMC to gather known information throughout the Downtown and its immediate context. Resources anticipated from the City will be shapefiles, CAD files, master plans, or other drawings from adjacent developments to analyze and form a snapshot of current and planned utility infrastructure.

TASK 2.1.3E

FOUNDATIONS REPORT

MHTN will gather considerations materials from each of Planning Team members and synthesize them to form a Foundations Report, depicting assets, weaknesses, and opportunities in the Downtown Area.

DELIVERABLES:

Project Foundations Report in PDF format for review by EMC.

TASK 2.1.3

STAKEHOLDER ENGAGEMENT

Schedule: Beginning September

Duration: 16 weeks, completed by December

Meetings: All Workshops

Team Members: MHTN will lead Task 2.1.3 with support by LCG, KH, and CSG. MHTN will lead focus group discussions in coordination with City Staff.

TASK 2.1.3A

COMMUNITY ENGAGEMENT PLAN

MHTN will use the International Association for Public Participation's (IAP2) 5 pillars for effective public engagement, building on existing outreach methods from the general plan. If selected, we will collaborate with the project Steering Committee to finalize the Community Engagement Plan and guidance related to outreach.

DELIVERABLES:

Community Engagement Plan

TASK 2.1.3B

FOCUS GROUP INTERVIEWS

MHTN, with support by LCG, KH, and CSG with conversations relevant to their scope of work, will conduct two virtual and three in-person meetings to inform and consult with these key focus groups: Land and Business Owners (1 virtual), City and Community Partners (1 virtual), and the City Council (2 in-person) and Planning Commission (1 in-person).

The interviews will create a collaborative environment that values each group's contributions and strives to understand the goals, concerns, and interests that will inform the transformation of Downtown Eagle Mountain.

City planning staff involvement and coordination will be important to building partnerships and facilitating an informed and open discussion.

DELIVERABLES:

Focus Group Interviews Summary Report

TASK 2.1.4

COMMUNITY ENGAGEMENT

Schedule: End of September

Duration: 16 weeks, completed by early December

Meetings: All workshops

Team Members: MHTN will lead Task 2.1.3 with support by City staff to attend and coordinate with EMC event manager and communications team to advertise the events and online survey through existing communication channels.

TASK 2.1.4A

PUBLIC EVENTS

MHTN will attend three (3) community events to engage residents to understand opinions on goals and objectives of the study, stakeholder needs, strengths, weaknesses, opportunities, and threats in the study area. MHTN will provide an overview of the plan development process, goals, key dates, opportunities for public input.

- + **Event #1 (End of September):** Solicit opinions on goals, objectives, stakeholder needs, strengths, weaknesses, opportunities, and threats in the study area.
- + **Event #2 (Mid-October):** Collect feedback on potential scenarios and desired uses and features of the space. Advertise and launch online survey.
- + **Event #3 (End of November):** Review preliminary findings, present draft plan, and gather comments.

DELIVERABLES:

Public Comments Summary Report

TASK 2.1.4B

ONLINE PUBLIC SURVEY & WEBSITE

MHTN will develop an interactive website on Social Pinpoint providing an overview of the project. During plan development in Task 2.1.5, a survey will be added to Social Pinpoint to collect feedback on potential scenarios, desired uses, and features of the space. The survey will coincide with Event #2 in mid-October to advertise the survey and website.

MHTN will work with EMC to coordinate additional outreach for the survey. To continue using the Social Pinpoint website during implementation, MHTN can provide two (2) additional updates beyond the project schedule. A plan will need to be discussed for transferring existing content to the City's website. This approach is flexible and can be further detailed to meet the needs of EMC and ensure the continued implementation of the plan.

Social Pinpoint basic services in this proposal:

- + Website creation and management; Project updates and announcements; Collecting emails and creating an email list serve for project updates; Sending email campaigns; Processing and analyzing survey data.

Tools MHTN uses on Social Pinpoint for public participation include:

- + Online Survey; Interactive Mapping; Digital Idea Wall; Discussion Forums; Participatory Budgeting Activity
- + Website functionality after project completion subject to negotiation upon selection.

DELIVERABLES:

Online Public Survey Report

TASK 2.1.5

PLAN DEVELOPMENT

Schedule: Begin mid-September, occurs throughout the process until conclusion

Duration: 14 weeks, completed by mid-December

Meetings: Workshop 04, City Council Meeting 03
Team Members: MHTN will lead all City Council interactions, with LCG attending (virtually) the final City Council presentation to outline the economic strategy recommendations pertaining to the 10 year implementation plan. All team members will participate in the development of the Framework Plan.

TASK 2.1.5A

CITY COUNCIL PRESENTATIONS

MHTN will plan to meet with the City Council three (3) times throughout the plan development process. We have found this frequency to be highly successful in past similar efforts to enable the Planning Team sufficient time to develop materials for review and to receive feedback and input to guide the final Downtown Plan.

- + **Council Meeting 01 (Mid-September)** - It is anticipated that an initial interaction with MHTN in September to outline initial findings upon completion of the Foundation Document, and to confirm project vision and guiding principles and receive additional input.
- + **Council Meeting 02 (October/Early November)** - The second Council interaction is anticipated that MHTN will show initial concept diagrams for the Downtown configuration and layout, as well as anticipated uses and potential for programming. While in process, this interaction will enable the Council to give feedback if the concept(s) in development align to their vision.

- + **Council Meeting 03 (early December)** - The third and final Council presentation will depict plans, renderings, and other graphic formats of the preferred Downtown Plan environment. It will also include a review of the Framework Plan (2.1.5b) including review of proposed implementation recommendations for land use, transportation, and economic / market strategy. It will confirm if the Planning Team is ready to produce the Final Deliverables (2.1.6). MHTN will attend in-person and LCG will participate virtually.

TASK 2.1.5B

FRAMEWORK PLAN DEVELOPMENT

MHTN will compile the results of the overall work effort by all Planning Team members, the study process, relevant findings, and recommendations into a final study/plan document that will be built around a market-driven strategy with data to support its feasibility. Along with the economic findings and placemaking strategies will help to shape the concept and vision articulated for of the Downtown Plan in the Framework Plan, which will address the following categories:

- + Opportunities and constraints related to the development of land use mix within the Project Area under existing conditions
- + Transportation system, connectivity and mobility strategies, including both infrastructure and services
- + Urban design, placemaking, landscape, public facilities, and public open space strategies
- + Infrastructure planning strategies

TASK 2.1.5B

EXECUTIVE SUMMARY

MHTN will prepare a Executive Summary will be provided as part of the Framework Plan summarizing an overview of the project vision, guiding principles, and process, and final outcomes and recommendations. This should be graphically-rich and intuitive for all members of the public to understand the plan's vision and recommendations.

TASK 2.1.5B

STUDY AREA ANALYSIS

A Study Area Analysis will be provided as part of the Framework Plan summarizing how the findings and recommendations from Tasks 2.1.1 and 2.1.2 serve as the foundation for the Framework Plan. MHTN will lead this task, based on work from all Planning Team members from earlier tasks. These will include at a minimum the including:

- + Current regional context
- + Regulatory framework
- + Current built environment
- + Current natural environment

TASK 2.1.5B

SUMMARIES OF THE PLAN DEVELOPMENT PROCESS

MHTN will develop a Study Area Analysis will be provided as part of the Framework Plan describing the study process and methodology, data gathering techniques, and findings, as well as an overview of the Community (2.1.3) and Stakeholder Engagement (2.1.4) processes and how the led to consensus building and the creation of a community-supported vision for Downtown.

TASK 2.1.5B

MASTER PLAN VISION

The Master Plan Vision will be integrated with the Framework Plan document capturing the broad vision, strategies, and specific recommendations for achieving the desired outcomes of the plan and will require participation by all Planning Team members.

The Master Plan Vision will include at a minimum the following:

- + Recommendations for land use mix including commercial / retail and future development corridors.
- + Recommendations for transportation connectivity by all modes within the Downtown and to immediate context and neighborhoods.
- + Recommendations for public utility infrastructure
- + Economic strategy recommendations including potential land acquisitions, partnerships, and funding sources.
- + Implementation Strategy and Plan including 100-day Action Plan and a 10-Year Comprehensive Implementation Plan.

DELIVERABLES:

Framework Plan Package in PDF format for review by EMC staff as well as presentation format for the final City Council presentation. Package to include graphics, renderings, diagrams, plans and reports will be compiled and delivered in a final digital (PDF format) based on EMC Staff feedback.

TASK 2.1.6

FINAL DELIVERABLES

Schedule: December

Duration: 4 weeks, completed by late December

Meetings: Workshop 05

Team Members: MHTN will lead production of the Final Deliverables with participation by all Planning Team members to refine the Framework Plan (2.1.5) based on comments from the City Council and EMC staff.

Once the direction for the preferred design concept developed in coordination with the Steering Committee and the City Council has been approved by staff, a final document will be created. It is assumed that MHTN and Planning Team members will make up to two (2) rounds of adjustments to the 90% draft to reflect EMC comments, which will result in the final deliverable. Continued use of the project website will need to be determined at this time.

DELIVERABLES:

Final Downtown Plan Package / Specific Plan (8.5 x 11" or similar digital document) for Project Area with graphics, renderings, diagrams, plans and reports will be compiled and delivered in a final digital (PDF format) 90% document. Additional photographs, policy recommendations, and design criteria may be used, including up to two (2) rounds of updates based on EMC Staff feedback.

TASK 2.1.7

PRICING

Schedule: NA

Duration: NA

Team Members: MHTN

The proposed pricing for the MHTN-led team has been provided in Cost Proposal section of Tab 4 in the proposal. Please note that the pricing provided is based on information available at the time of the proposal and may potentially be decreased through conversations with Eagle Mountain City staff participation, if negotiated upon selection. MHTN and our team members are open to negotiation of the proposed price if specific tasks can be identified as potential support by City Staff.

After developing the cost proposal, it is our opinion that the most likely tasks for easy integration of the MHTN Planning Team with City Staff would be tasks 2.1.3 Stakeholder Engagement and 2.1.4 Public Engagement. Due travel time, in-person support, and preparation of materials for engagement, these tend to be very time-intensive tasks, however we would be willing to discuss a reduction in these areas if specific roles for City Staff could be identified.

Please reference Tab 4 for more detailed information on the Cost Proposal and pricing including hourly rates breakdowns, hour quantities per team and task, as well as team member involvement with each task.

PROJECT SCHEDULE

EAGLE MOUNTAIN DOWNTOWN MASTER PLAN		2024				
		AUG	SEP	OCT	NOV	DEC
PROJECT MANAGEMENT						
+ Project Administration		20 WKS				
+ Project Coordination Meetings (Bi-weekly)		● ●	● ●	● ●	● ●	●
OBJECTIVES						
+ Identify Preferred Location and Downtown Recommendations		4 WKS				
CONSIDERATIONS TO ASSESS						
+ Site Assessment of Existing Land Use, Transportation, and Market Conditions		6 WKS				
STAKEHOLDER ENGAGEMENT						
+ Stakeholder Engagement Plan Including City Council, Key Landowners, Small Business, etc.		16 WKS				
+ Stakeholder Engagement Implementation City Council - Sep. 17, Planning Commission - Oct. 8, City Council - Oct. 15, City Council - Dec 3rd			●	● ●		●
PUBLIC ENGAGEMENT						
+ Engagement Event #1 - In-person	Sep. 21 - Ties & Tiaras or Oct. 5 - Halloween Town & Car Show		#1			
+ Engagement Event #2 - Hybrid/Virtual	Oct. 19 Adaptive Trick or Treating Event			#2		
+ Engagement Event #3 - In-person	Nov. 28 Turkey Trot Race or Dec. 7 Christmas Village					#3
PLAN DEVELOPMENT						
+ Develop Draft Plan		14 WKS				
FINAL DELIVERABLES						
+ Finalize Deliverables						4 WKS





COST PROPOSAL

Project Activities	Peggy McDonough	Ryan Wallace	Vince Olcott	Lauren Leydsman	Emily Seang	Angela Tran	Kimley Horn	Leland Consulting	Civil Solutions	LABOR COST
	\$250	\$230	\$200	\$125	\$125	\$125	N/A	N/A	N/A	
Task 2.0.0 Project Start Up & Management	5	10	16	10	8	0				\$9,000
1.1 Project Coordination Meetings (assume bi-weekly over 5 months)	5	10	10	10	8	0				\$7,800
MHTN Admin & Invoicing (up to 6 months)	0	0	6	0	0	0				\$1,200
Task 2.1.1 Objectives (4 weeks)	2	6	4	16	4	12				\$6,680
2.1.1 Identify Preferred Location and Downtown Recommendations	2	6	4	16	4	12				\$6,680
Task 2.1.2 Considerations to Assess (6 weeks)	2	10	8	12	4	20				\$8,900
2.1.2 Site Assessment of Existing Land Use, Transportation, and Market Conditions	2	10	8	12	4	20	\$4,000	\$5,000	\$2,500	\$20,400
Task 2.1.3 Stakeholder Engagement (20 weeks)	0	10	0	0	16	0				\$4,300
2.1.3.a Stakeholder Engagement Plan including City Council, Key Landowners, Small Business, etc.	0	2	0	0	4	0				\$960
2.1.3.b Stakeholder Engagement Implementation	0	8	0	0	12	0		\$2,500		\$5,840
Task 2.1.4 Public Engagement (20 weeks)	0	10	10	0	36	18				\$11,050
2.1.4 a - Engagement Event #01 - In-person	0	4	4	0	12	6				\$3,970
2.1.4 b - Engagement Event #02 - Hybrid/Virtual	0	2	2	0	12	6				\$3,110
2.1.4 c - Engagement Event #03 - In-person	0	4	4	0	12	6				\$3,970
Task 2.1.5 Plan Development (20 weeks)	2	6	10	20	10	36				\$12,130
2.1.5 Develop Draft Plan	2	6	10	20	10	36				\$12,130
Task 2.1.6 Final Deliverables (4 weeks)	0	2	6	20	6	40				\$9,910
2.1.6 Final Deliverables	0	2	6	20	6	40	\$3,500	\$5,000	\$2,500	\$20,910
Summary of Hours	11	54	54	78	84	126				\$61,970
Summary of Raw Labor Expense	\$2,750	\$12,420	\$10,800	\$9,750	\$10,500	\$15,750	\$7,500	\$12,500	\$5,000	\$97,770



ATTACHMENT A

Bid Form

Project Name: EMC Downtown Master Plan 2024

Project Number: EMC-FY24-14

ARTICLE 1 - BID RECIPIENT

1.01 This Bid Is Submitted To: EAGLE MOUNTAIN CITY

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable “technical data.”
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHMENTS TO THIS BID

4.01 The following documents are attached to and made a condition of the Bid:

A. Bid Form

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL,
if required
by State

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ MHTN Architects, Inc.

State or Jurisdiction of Incorporation: _____ Utah

Type (General Business, Profession, Service, Limited Liability):
Corporation

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): ROBERTO PNON

Title: Vice President / Secretary

CORPORATE SEAL,
if required by

Attest [Signature]
(Signature of Corporate Secretary)

Date of Qualification to do business in Utah [State or other jurisdiction where
Project is located] is 7/12/2024



A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____
SEAL,
if required
by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____
SEAL,
if required
by State

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

5.02 Bid submitted on 7/16/24,



MHTN
ARCHITECTS



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	DISCUSSION - Eagle Mountain Properties Rezone
ITEM TYPE:	Discussion Item
FISCAL IMPACT:	N/A
APPLICANT:	City-initiated

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
Multiple, see attachments	3830 acres ~

PUBLIC HEARING

Yes

PREPARED BY

Brandon Larsen, Planning
Director
Robert Hobbs, Senior Planner

PRESENTED BY

Brandon Larsen, Robert Hobbs

RECOMMENDATION:

This is just a discussion.

BACKGROUND:

Staff are seeking feedback from Council on the proposed rezone, along with applicable future land use map amendments, of multiple parcels (27) in the Eagle Mountain Properties Master Development Plan area. Attached to this proposal is a map and property list. Parcel 18 has been excluded from this proposal because it has its own rezone application (Enyo Battery Storage property). Parcels 29-31 will be brought to the Council at a later date for discussion and final action. The Planning Commission reviewed the proposed rezones and Future Land Use Map amendments on August 13, 2024. Their recommendations are attached to this report.

ITEMS FOR CONSIDERATION:

This is a discussion item only. The proposed rezone of the subject parcels, along with applicable future land use map amendments, will come to the Council for final decision on September 3, 2024.

PLANNING COMMISSION ACTION/RECOMMENDATION:

Please see the attached property list for the recommendation of the Planning Commission.

ATTACHMENTS:

1. ITEM_7F_ROA_-_PC_8.13.24 w Attachment
2. Combined Map and Parcel List for Website
3. Proposed Rezoning by Parcel Map



Eagle Mountain City

Planning Commission

Report of Action

August 13, 2024

ITEM #7F Planning Commission review of varying proposed zoning and future land use map amendments for properties within and about the Eagle Mountain Properties MDP. Approximately 3,989.60 acres of land are included in the re-entitlement proposal. Parcels 59:045:0045, 59:045:0006 and 42:050:0002 are excluded from consideration at the August 13, 2024, Planning Commission meeting owing to a clerical noticing error. The proposed changes are part of a city-wide effort, where appropriate, to assign properties land use zones/districts that are currently codified and administered by the city. Amendments to the City's Future Land Use Map are also proposed in an effort to help harmonize the proposed zone map amendments with the "Future Land Use & Transportation Map." Robert Hobbs and Brandon Larsen (801) 789-6708 blarsen@emcity.org

The following action was taken by the Planning Commission on the above-described item at its regular meeting of August 13, 2024:

RECOMMENDED APPROVAL

On a vote of 5:0, the Planning Commission recommended that the Municipal Council approve the above-noted application.

Motion By: Jason Allen (**to Recommend Approval**)

Second By: Brent Strong

Votes in Favor of Motion: Rod Hess, Robert Fox, Craig Whiting, Jason Allen, and Brent Strong

Jason Allen was present as Chair.

Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

EXHIBIT A -- LIST OF EAGLE MOUNTAIN PROPERTIES PROPOSED TO BE REZONED

The properties proposed to be rezoned are described in the attached Exhibit A.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENT ISSUES

None have been raised.

CONCERNS RAISED BY PUBLIC AT PLANNING COMMISSION PUBLIC HEARING

- Ryan Taylor with Upland Capital who owns Parcel 21 (see Exhibit A), along with Chad Rawlins, tenant of the property, requested a zoning designation for Parcel 21 similar to the expired zoning for the property, which was

the C-2 Zone.

- Bettina Cameron, resident of Cedar Pass Ranch, requested Ms. Tiffany Walden and Eagle Mountain City consider a land swap with the BLM and the Eagle Mountain Nature Wildlife Alliance for Lot 13 – near Wiley Canyon. She said this property is part of the Eagle Mountain migration corridor. Instead of just throwing an agricultural zone arbitrarily on the property, let us see if we can get a permanent fix. Ms. Cameron stated that she feels strongly this effort is essentially a band aid. When you just affix an agricultural zone or designation to the property, you open pandora's box. You think it is a placeholder, but it opens door for uses like "data." She expressed concerns with the list of properties to be rezoned, which was prepared by staff. Ms. Cameron identified an error on the future land use designation for Parcel 6 on the previously mentioned list. She feels there are too many inadequacies with the list prepared by staff for the Planning Commission to make a good recommendation. It needs to be double-checked that it is correct.
- Mayor McKinney, Fairfield City, expressed a desire to be kept abreast of rezone and other land use proposals and efforts, so Fairfield City can adequately prepare for or avoid impacts. The land uses and decisions made by either by Eagle Mountain City or Fairfield impact the other city. She would like to coordinate on general plan efforts.
- Erin Wells, requested RD1 zoning for Parcel 2 on the list of proposed rezones.
- Chair Allen, summarized comments from Mike Mylroie, who submitted comments via email. He urged the City to keep the vicinity around his home rural with bigger lots. He apparently lives across the street from the previously mentioned Parcel 2.
- Chad Ellis, property owner in the City, asked about the rezone proposals around Parcel 14. Chair Allen stated that it appears the proposed zoning would be residential.

PROPERTY OWNER PRESENTATION

- Thomas Romney, representative for Tiffany Walden and her related property ownership entities (Walden Properties), presented their vision for the Walden Properties that lie on the eastern side of the City (this collection of properties has commonly been called the Bench). He expressed a desire to come to the table with the City and coordinate efforts to make sure all parties' interests are considered. In his presentation, he presented numerous amenities and developments they would like to develop on their properties. Thomas requested consideration of the property be tabled.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Chair Allen, stated the City has gone above the notice requirements to make sure citizens have the ability to give input.
- The Planning Commission discussed each parcel on the list one by one and recommended a future land use map designation and zone.
- The Planning Commission chose to not delay making a recommendation on Eagle Mountain Properties parcels, except for Parcels 18, 29-31. An independent rezone application for just Parcel 18 has been submitted, so it does not need to be considered in the subject application. Parcels 29-31 will be considered with the proposed rezones/future land use map amendments for the Ranches properties that will be coming to the Planning Commission on August 27, 2024.

Brandon Larsen

Planning Director

See Key Land Use Policies of the Eagle Mountain General Plan, applicable Titles of the Eagle Mountain City Code, and the Staff Report to the Planning Commission for further detailed information.

Administrative decisions of the Planning Commission **may be appealed** by submitting an application/notice of appeal,

with the required application and noticing fees to the Planning Division, **within fourteen (14) calendar days of the Planning Commission's decision** (Eagle Mountain City office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

EXHIBIT A

See following pages

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1	Community Commercial	CN	EMMC 17.35	CC	CN
2	LAKE MOUNTAIN DEVELOPMENT LLC	59:007:0026	64.9	Agricultural/Residential Density 2	Eagle Mountain Properties/Residential	No Change	RD2	EMMC 17.25	AG/RD2	RD1
3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20	Parks and Open Space	AG
6	MONTE VISTA RANCH LC	59:008:0006	35.7	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20	Parks and Open Space	AG
7	MONTE VISTA RANCH LC	59:017:0003	422.7	Foothill Residential	Ault Farms/Parks and Open Space	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential	AG

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
8	MONTE VISTA RANCH LC	59:020:0008	111.2	Foothill Residential & Parks and Open Space (2x tiny sections)	Ault Farms/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential/Parks and Open Space	AG
9	MONTE VISTA RANCH LC	59:020:0001	202.8	Foothill Residential	Eagle Mountain Properties/Mixed-Use Residential/Commercial	Foothill Residential	FR	EMMC 17.25	Foothill Residential	AG
10	MONTE VISTA RANCH LC	59:028:0004	81.1	Foothill Residential & Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25	Foothill Residential/Parks and Open Space	AG
11	MONTE VISTA RANCH LC	59:056:0037	90.8	Community Commercial	Eagle Mountain Properties/Commercial C-1 (along road) & Residential	Business Park/Light Industry	LMD/AG	EMMC 17.20 / EMMC 17.37	CC	CC
12	MONTE VISTA RANCH LC	59:019:0008	106.9	Community Commercial & Business Park/Light Industry & Neighborhood Residential One	Eagle Mountain Properties/Residential & Parks and Open Space	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	LMD
13	MONTE VISTA RANCH LC	59:027:0001	269.3	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20	Parks and Open Space	AG
14	MONTE VISTA RANCH LC	59:029:0003 (4 pieces)	360.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties & Scarlet Ridge/Commercial C-2 & Residential & Parks and Open Space	No Change	RD1/RD2, AG	EMMC 17.20 / EMMC 17.25	AG/RD2	RD1

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
15	MONTE VISTA RANCH LC	59:030:0006	380.5	Community Commercial & [mostly] Business Park/Light Industry	Eagle Mountain Properties & Non-MDA/Agricultural & Residential & Parks and Open Space	No Change	RD1/RD2	EMMC 17.25	AG/RD2	RD1
16	UTLCO EAGLE MTN TWO LLC	59:030:0008	228.6	Business Park/Light Industry	Eagle Mountain Properties/Commercial C-2	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	AG
17	STADION LLC	66:815:0001	458.2	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	Industrial
18	LAKE MOUNTAIN LAND CO LLC	59:068:0004	160.0	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	AG	EMMC 17.20		
19	MONTE VISTA RANCH LC	59:084:0002 (2 pieces)	239.5	Business Park/Light Industry & Agricultural/Rural Density 1	Eagle Mountain Properties/Residential & Parks and Open Space	No Change	RA1/RA2, AG	EMMC 17.20 / EMMC 17.25	Agricultural/Rural Density 1	RA1
20	MONTE VISTA RANCH LC	59:056:0043	116.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties/Airpark	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40	Business Park/Light Industry	LMD
21	RAWLINS, STEVEN CHAD; UPLAND CAPTICAL LLC	59:054:0013	35.6	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2	No Change	AG	EMMC 17.20	CC	CC

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
22	UTLCO EAGLE MTN TWO LLC	59:047:0011 (4 pieces)	442.9	Regional Commercial & Business Park/Light Industry & Neighborhood Residential 2 & Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2 & Residential & Parks and Open Space	Business Park/Light Industry, Parks and Open Space	AG or Industrial	EMMC 17.20 / EMMC 17.40	Business Park/Light Industry, Parks and Open Space	AG
23	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP; ZORBIS ENTERPRISES LLC	59:045:0151	100.5	Community Commercial	Eagle Mountain Properties/Commercial C-2	No Change	CC	EMMC 17.35	CC	CC
24	ZJT MANAGEMENT LLC	59:045:0061	8.3	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN
25	ZJT MANAGEMENT LLC	59:045:0060	7.0	Neighborhood Residential 1 & Community Commercial	Eagle Mountain Properties/Commercial C-1 & Residential	No Change	CN	EMMC 17.35	CC	CN
26	MVR MANAGEMENT LLC	59:045:0041	2.0	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN	EMMC 17.35	CC	CN

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

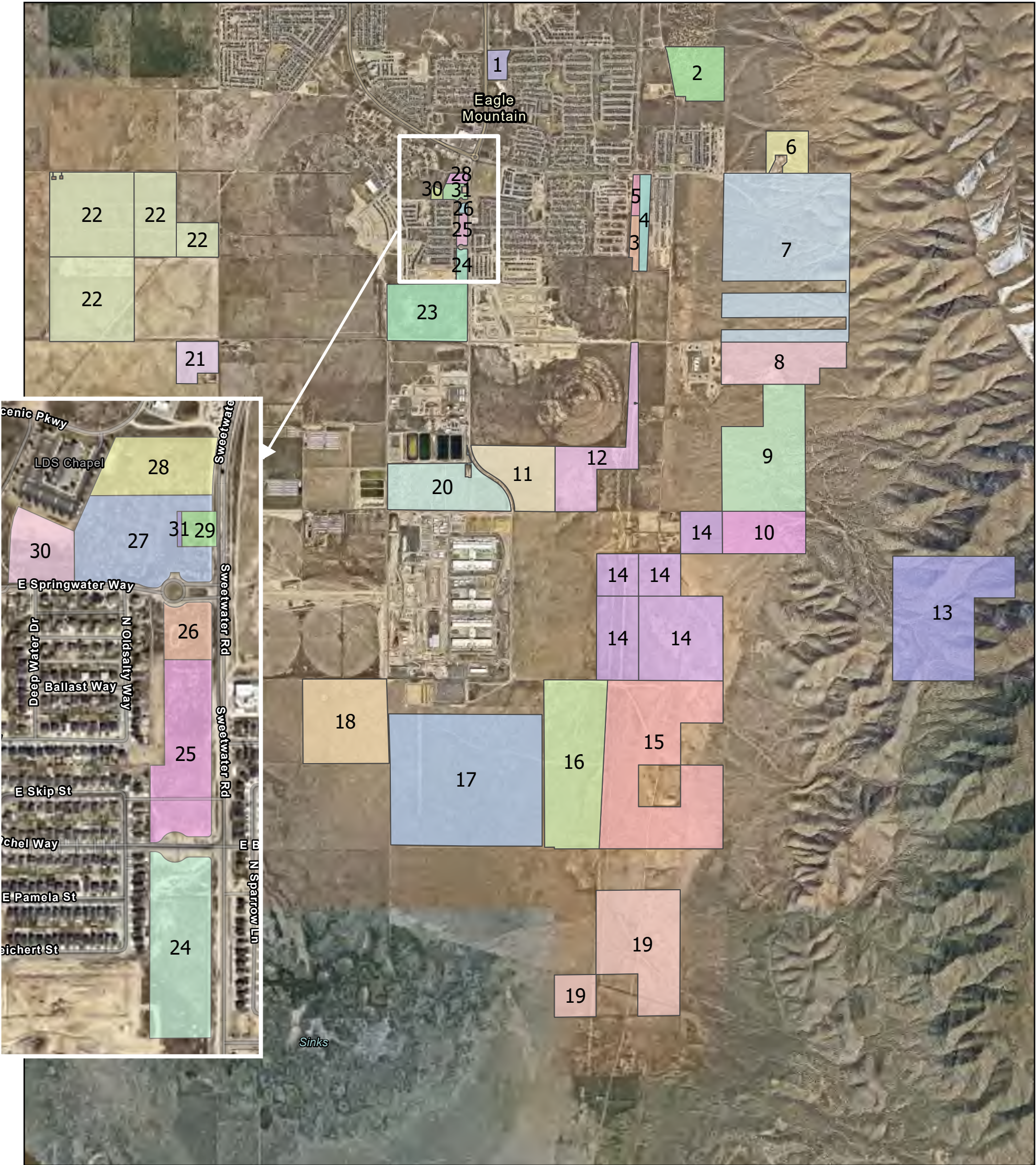
Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)	Planning Commission Recommended GP Category	Planning Commission Recommended Zone
27	MVR MANAGEMENT LLC	59:045:0043	7.8	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CN (preferred) or CC	EMMC 17.35	CC	CN
28	MONTE VISTA RANCH LC	59:045:0044	4.8	Community Commercial	Eagle Mountain Properties/Commercial C-1	No Change	CC	EMMC 17.35	CC	CC

Proposed Rezones by Parcel

Eagle Mountain Properties

Number	Parcel Number	Number	Parcel Number	Number	Parcel Number
1	59:044:0092	14	59:029:0003	22	59:047:0011
2	59:007:0026	14	59:029:0003	22	59:047:0011
3	59:018:0032	14	59:029:0003	22	59:047:0011
4	59:018:0040	14	59:029:0003	22	59:047:0011
5	59:018:0038	14	59:029:0003	23	59:045:0151
6	59:008:0006	15	59:030:0006	24	59:045:0061
7	59:017:0003	16	59:030:0008	25	59:045:0060
8	59:020:0008	17	66:815:0001	26	59:045:0041
9	59:020:0001	18	59:068:0004	27	59:045:0043
10	59:028:0004	19	59:084:0002	28	59:045:0044
11	59:056:0037	19	59:084:0002	29	59:045:0006
12	59:019:0008	20	59:056:0043	30	42:050:0002
13	59:027:0001	21	59:054:0013	31	59:045:0045



Proposed Rezones by Parcel

The Ranches Properties



Number	Parcel Number
1	58:033:0423
2	38:302:0002
3	38:685:0002
4	38:685:0001
5	58:033:0305
6	58:034:0440
7	58:034:0250
8	58:034:0242
9	58:040:0259
10	58:040:0188
11	58:040:0378
12	58:040:0326
13	58:040:0654
14	58:040:0525

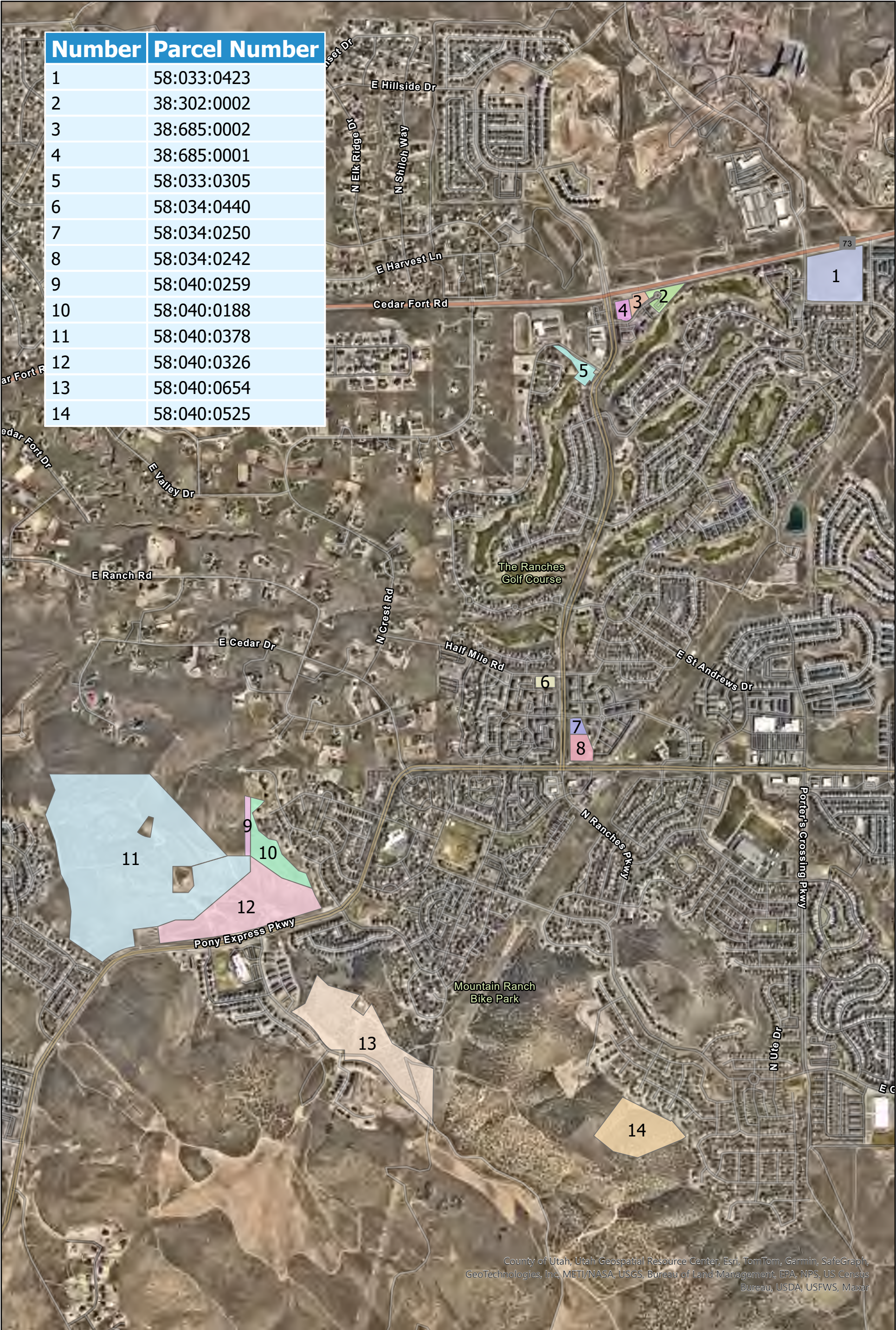


Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
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Eagle Mountain Properties List

1	WALDEN ESTATE LLLP, MONTE VISTA RANCH LC	59:044:0092	13.7	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C- 1	Community Commercial	CN	EMMC 17.35
2	LAKE MOUNTAIN DEVELOPMENT LLC	59:007:0026	64.9	Agricultural/Residential Density 2	Eagle Mountain Properties/Residential	No Change	RD2	EMMC 17.25
3	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0032	10.8	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
4	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0040	21.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
5	LAKE MOUNTAIN DEVELOPMENT LLC	59:018:0038	7.0	Parks and Open Space	Eagle Mountain Properties/Parks and Open Space	No Change	AG	EMMC 17.20
6	MONTE VISTA RANCH LC	59:008:0006	35.7	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
7	MONTE VISTA RANCH LC	59:017:0003	422.7	Foothill Residential	Ault Farms/Parks and Open Space	No Change	FR/AG	EMMC 17.20 / EMMC 17.25
8	MONTE VISTA RANCH LC	59:020:0008	111.2	Foothill Residential & Parks and Open Space (2x tiny sections)	Ault Farms/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25
9	MONTE VISTA RANCH LC	59:020:0001	202.8	Foothill Residential	Eagle Mountain Properties/Mixed-Use Residential/Commercial	Foothill Residential	FR	EMMC 17.25
10	MONTE VISTA RANCH LC	59:028:0004	81.1	Foothill Residential & Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	FR/AG	EMMC 17.20 / EMMC 17.25
11	MONTE VISTA RANCH LC	59:056:0037	90.8	Community Commercial	Eagle Mountain Properties/Commercial C- 1 (along road) & Residential	Business Park/Light Industry	LMD/AG	EMMC 17.20 / EMMC 17.37
12	MONTE VISTA RANCH LC	59:019:0008	106.9	Community Commercial & Business Park/Light Industry & Neighborhood Residential One	Eagle Mountain Properties/Residential & Parks and Open Space	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
13	MONTE VISTA RANCH LC	59:027:0001	269.3	Parks and Open Space	Eagle Mountain Properties/Mixed-Use Residential/Commercial	No Change	AG	EMMC 17.20
14	MONTE VISTA RANCH LC	59:029:0003 (4 pieces)	360.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties & Scarlet Ridge/Commercial C-2 & Residential & Parks and Open Space	No Change	RD1/RD2, AG	EMMC 17.20 / EMMC 17.25
15	MONTE VISTA RANCH LC	59:030:0006	380.5	Community Commercial & [mostly] Business Park/Light Industry	Eagle Mountain Properties & Non-MDA/Agricultural & Residential & Parks and Open Space	No Change	RD1/RD2	EMMC 17.25
16	UTLCO EAGLE MTN TWO LLC	59:030:0008	228.6	Business Park/Light Industry	Eagle Mountain Properties/Commercial C-2	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40
17	STADION LLC	66:815:0001	458.2	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40
18	LAKE MOUNTAIN LAND CO LLC	59:068:0004	160.0	Business Park/Light Industry	Eagle Mountain Properties/Airpark	No Change	AG	EMMC 17.20

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
19	MONTE VISTA RANCH LC	59:084:0002 (2 pieces)	239.5	Business Park/Light Industry & Agricultural/Rural Density 1	Eagle Mountain Properties/Residential & Parks and Open Space	No Change	RA1/RA2, AG	EMMC 17.20 / EMMC 17.25
20	MONTE VISTA RANCH LC	59:056:0043	116.0	Community Commercial & Business Park/Light Industry	Eagle Mountain Properties/Airpark	Business Park/Light Industry	LMD and/or Industrial	EMMC 17.37 / EMMC 17.40
21	RAWLINS, STEVEN CHAD; UPLAND CAPTICAL LLC	59:054:0013	35.6	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2	No Change	AG	EMMC 17.20
22	UTLCO EAGLE MTN TWO LLC	59:047:0011 (4 pieces)	442.9	Regional Commercial & Business Park/Light Industry & Neighborhood Residential 2 & Neighborhood Residential 1	Eagle Mountain Properties/Commercial C-2 & Residential & Parks and Open Space	Business Park/Light Industry, Parks and Open Space	AG or Industrial	EMMC 17.20 / EMMC 17.40

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
23	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP; ZORBIS ENTERPRISES LLC	59:045:0151	100.5	Community Commercial	Eagle Mountain Properties/Commercial C- 2	No Change	CC	EMMC 17.35
24	ZJT MANAGEMENT LLC	59:045:0061	8.3	Neighborhood Residential 1	Eagle Mountain Properties/Commercial C- 1 & Residential	No Change	CN	EMMC 17.35
25	ZJT MANAGEMENT LLC	59:045:0060	7.0	Neighborhood Residential 1 & Community Commercial	Eagle Mountain Properties/Commercial C- 1 & Residential	No Change	CN	EMMC 17.35
26	MVR MANAGEMENT LLC	59:045:0041	2.0	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN	EMMC 17.35
27	MVR MANAGEMENT LLC	59:045:0043	7.8	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN (preferred) or CC	EMMC 17.35
28	MONTE VISTA RANCH LC	59:045:0044	4.8	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CC	EMMC 17.35

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
29	MONTE VISTA RANCH LC; WALDEN ESTATE LLLP	59:045:0006	0.9	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN (preferred) or CC	EMMC 17.35
30	CORP OF PRES BISHOP CHURCH OF JESUS CHRIST OF LDS	42:050:0002	3.1	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN	EMMC 17.35
31	MONTE VISTA RANCH LC	59:045:0045	0.1	Community Commercial	Eagle Mountain Properties/Commercial C- 1	No Change	CN (preferred) or CC	EMMC 17.35

The Ranches Properties List

1	CEDAR DEVELOPMENT PARTNERS LLC	58:033:0423	13.1	Community Commercial	The Ranches/Commercial Community	No Change	CN & CC	EMMC 17.35
2	DIRECT COMMUNICATIONS CEDAR VALLEY LLC	38:302:0002	2.2	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
3	TACOS DON LUIS LLC	38:685:0002	1.2	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35
4	T JOHNSON MANAGEMENT LLC	38:685:0001	1.3	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35
5	BELLE STREET INVESTMENTS LLC	58:033:0305	2.4	Community Commercial	The Ranches/Commercial	Community Commercial	CN	EMMC 17.35
6	VDP INVESTMENT LLC	58:034:0440	1.0	Community Commercial	The Ranches/Village Core Commercial	No Change	CN	EMMC 17.35
7	EAGLE11 LLC	58:034:0250	1.1	Community Commercial	The Ranches/Village Core Commercial	No Change	CC	EMMC 17.35
8	EAGLE11 LLC	58:034:0242	2.7	Community Commercial	The Ranches/Village Core Commercial	No Change	CC	EMMC 17.35
9	THOMAS, HOLLY; THOMAS, NOLAN	58:040:0259	1.6	Parks and Open Space	The Ranches/Community Open Space	No Change	AG	EMMC 17.20
10	THOMAS, HOLLY; THOMAS, NOLAN	58:040:0188	7.5	Parks and Open Space	The Ranches/Community Open Space	No Change	AG	EMMC 17.20

Exhibit to Formal Initiation of Process to Rezone Property Letter

Rezoning of Properties

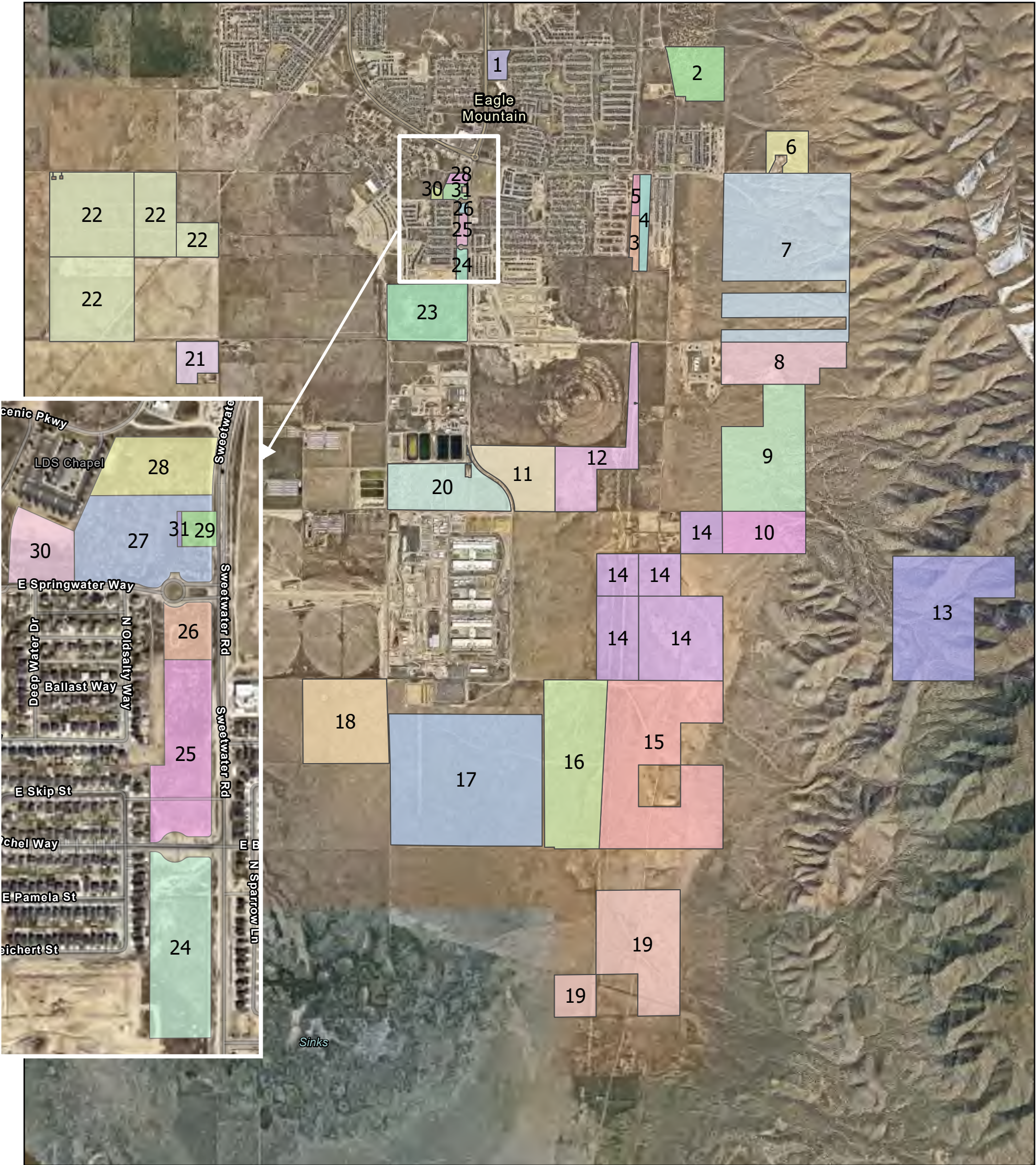
Jul-24

	Property Owner	Property #	Acreage	Existing Future Land Use Map (General Plan) Category	MDA/Current Zone	Proposed Future Land Use Map (General Plan) Category	Proposed Zone(s)	City Code Citation for Proposed Zone (EMMC = Eagle Mountain Municipal Code)
11	BELLE STREET INVESTMENTS LLC	58:040:0378	108.4	Foothill Residential	The Ranches/Community Open Space & Country Residential	No change	RD2 & OSN	EMMC 17.23 / 17.25
12	KDC HOLDINGS LLC	58:040:0326	27.4	Community Commercial	The Ranches/Commercial	No Change	CC	EMMC 17.35
13	CADENCE HOMES BUILDING CORP	58:040:654	32.4	Neighborhood Residential 1, Parks and Open Space, Foothill Residential	The Ranches/Community Open Space & Village Core	Parks and Open Space	OSN & AG(Roads)	EMMC 17.20 / 17.23
14	SHUPE BUILDERS LLC	58:040:0525	9.7	Parks and Open Space	The Ranches/Community Open Space	No Change	OSN	EMMC 17.23

Proposed Rezones by Parcel

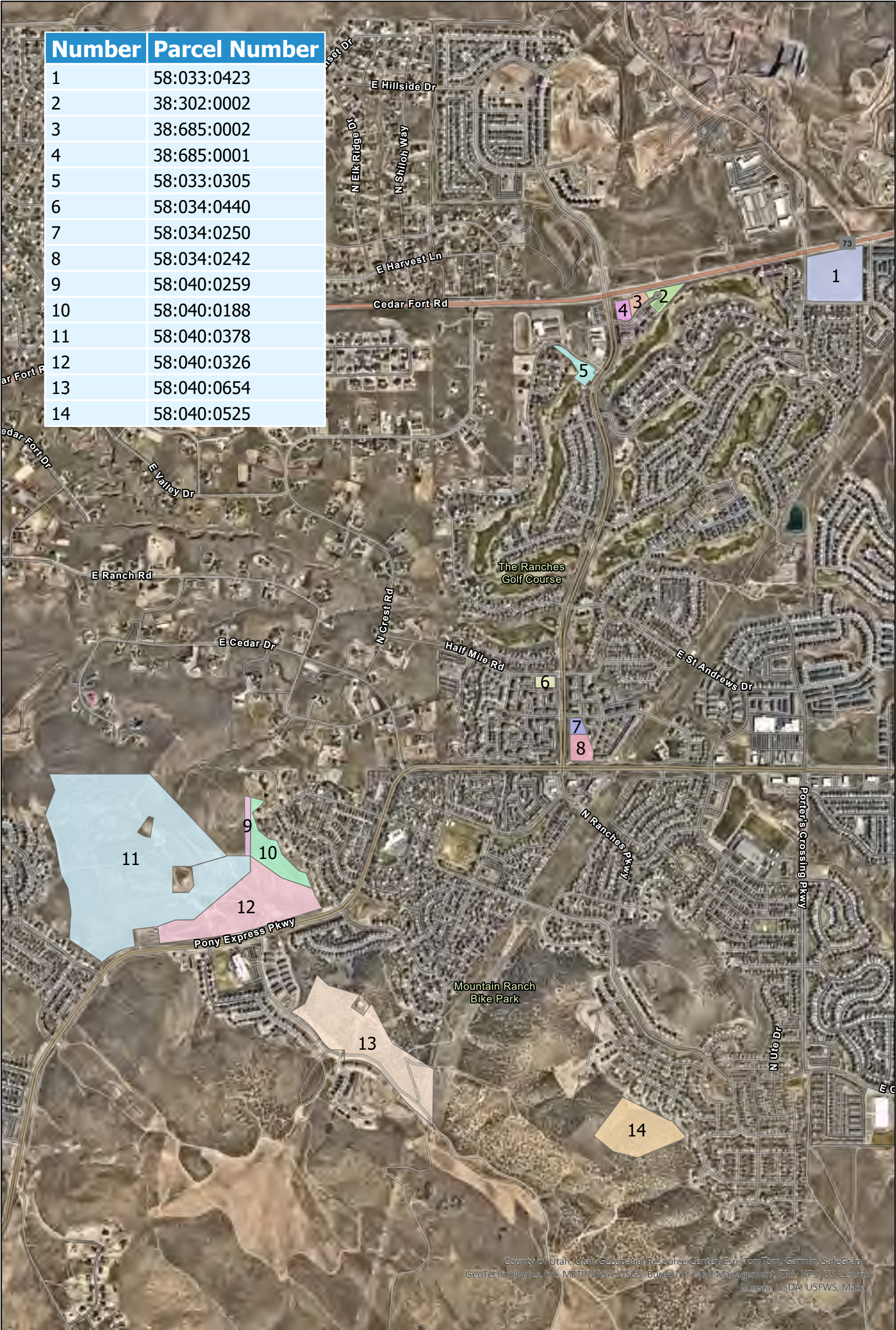
Eagle Mountain Properties

Number	Parcel Number	Number	Parcel Number	Number	Parcel Number
1	59:044:0092	14	59:029:0003	22	59:047:0011
2	59:007:0026	14	59:029:0003	22	59:047:0011
3	59:018:0032	14	59:029:0003	22	59:047:0011
4	59:018:0040	14	59:029:0003	22	59:047:0011
5	59:018:0038	14	59:029:0003	23	59:045:0151
6	59:008:0006	15	59:030:0006	24	59:045:0061
7	59:017:0003	16	59:030:0008	25	59:045:0060
8	59:020:0008	17	66:815:0001	26	59:045:0041
9	59:020:0001	18	59:068:0004	27	59:045:0043
10	59:028:0004	19	59:084:0002	28	59:045:0044
11	59:056:0037	19	59:084:0002	29	59:045:0006
12	59:019:0008	20	59:056:0043	30	42:050:0002
13	59:027:0001	21	59:054:0013	31	59:045:0045



Proposed Rezones by Parcel

The Ranches Properties



PROCLAMATION OF EAGLE MOUNTAIN CITY

PROCLAIMING SEPTEMBER 2024 AS PARENT TEACHER ASSOCIATION MEMBERSHIP MONTH

WHEREAS, the mission of Utah Parent Teacher Association (PTA) is to make every child's potential a reality by engaging and empowering families and communities to advocate for all children; and

WHEREAS, PTAs provide support, resources, and knowledge to its schools and their communities; and

WHEREAS, PTAs and their members are an invaluable asset to our schools, communities, and its entities, not only in Eagle Mountain City, but in the State of Utah.

NOW THEREFORE, Mayor Tom Westmoreland and the City Council of Eagle Mountain City hereby proclaim the month of September as Parent Teacher Association Membership Month, and call upon all citizens, including but not limited to community agencies, faith groups, medical facilities, elected leaders, businesses, grandparents, aunts, and uncles to increase their participation in local PTA's efforts to support families, parents, and most importantly our children, by joining as a member of a Parent Teacher Association in one of the Cedar Valley PTAs.

Dated this 20th day of August, 2024.

Tom Westmoreland, Mayor

Donna Burnham, City Councilmember

Melissa Clark, City Councilmember

Jared Gray, City Councilmember

Rich Wood, City Councilmember

Brett Wright, City Councilmember



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	Agreement Renewal - Legislative Executive Consulting, LLC
ITEM TYPE:	Agreement
FISCAL IMPACT:	\$100,000
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Steve Mumford, Interim City
Manager/Community
Development Director

PRESENTED BY

Steve Mumford

RECOMMENDATION:

Staff recommends City Council renew the agreement, not changing any terms other than extending the length of the agreement through August 31, 2025.

BACKGROUND:

According to the agreement that was entered into on August 15, 2023, the parties may mutually agree to extend the term of the agreement. This item extends the agreement from September 1, 2024 through August 31, 2025. All other terms remain unchanged.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. 2023 Legislative Executive Consulting, LLC Agreement

CONSULTING AGREEMENT

This Consulting Agreement (the “*Agreement*”) is entered into and effective this 15th day of August, 2023, by and between Eagle Mountain City (“*Client*”) with principal offices located at 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005, and Legislative Executive Consulting, LLC with principal offices located at 11671 Granite Flats Rd., Highland, UT 84003 (“*Consultant*”).

(1) SCOPE OF WORK. Consultant is knowledgeable in the area of work to be performed by Consulting Agreement. The Scope of Work to be performed by Consultant is set forth in *Exhibit A* to this Consulting Agreement incorporated herein by this reference. This Agreement may be amended only by written instrument signed by both the authorized representatives for Client and the Consultant. Consultant is an independent contractor with respect to the work provided to Client.

(2) AUTHORIZATION TO PROCEED. Written approval of this Agreement by the authorized representatives of Client and Consultant will serve as authorization for the Consultant to proceed with the services called for in this Agreement.

(3) PAYMENT OF FEES. Consultant shall invoice Client for services performed for Client under this Consulting Agreement at the rates specified in *Exhibit A*. Each invoice shall be itemized and have an invoice number. Consultant will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker’s compensation insurance coverage; and will make all appropriate unemployment tax payments. All payments due to Consultant are due 15 days from date of Client’s receipt of invoice. Consultant shall not invoice more frequently than once per month.

(4) OWNERSHIP OF DOCUMENTS. All documents including notes, drawings, and reports generated by the Consultant under this agreement are the property of Client. Any reuse by Client without written authorization from the Consultant will be at Client’s sole risk and without legal or liability exposure to the Consultant. Consultant may not use the work product for any other client or purpose without the express written consent of Client.

(5) CONFIDENTIALITY Consultant shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this contract hereunder and then only on a confidential basis, any information including technical information, experience or data regarding Client’s plans, programs, operations and/or the specific contractual terms contained herein which may come within the knowledge of the parties, their officers, their employees or their agents in the performance of this contract (the “*Confidential Information*”) without in each instance securing the prior written consent of Client. Nothing herein, however, shall prevent either Consultant or Client from disclosing to others or using in any manner, information which either party can show:

- (a) Has been published and become part of the public domain other than by acts, omission, or fault of Client or Consultant or their employees.
- (b) Has been furnished or made known to Consultant or Client by third parties other than those acting directly or indirectly for or on behalf of Client or Consultant as a matter of legal right without restriction against disclosure and the source of such

information was not bound by a confidentiality agreement with or obligation of secrecy to or for the benefit of Client.

- (c) Was in the other party's possession prior to the disclosure thereof by Client or Consultant to each other and the source of such information was not bound by a confidentiality agreement with or obligation of secrecy to or for the benefit of Client.

- (d) The information is required to be supplied to a governmental agency.

(6) CONFLICT OF INTEREST. Consultant agrees to advise Client prior to undertaking services for any other company whose interests are known, or could reasonably be believed to be adverse to the interests of Client.

(7) INDEMNITY. Consultant will indemnify, defend and hold harmless Client and its agents, directors, officers and employees from and against all suites, losses, damages, causes of action or claims (including attorneys' fees and costs) that may be based on any injury to persons or property that is the result of a breach of any obligation in this Agreement or an error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant's behalf.

(8) TERM / TERMINATION. The term of this Consulting Agreement shall be for the base period stated in *Exhibit A*. This Agreement shall terminate at the end of the base period unless Client extends the term of the Agreement in writing. Either party may terminate this Agreement at any time by providing 30 days written notice of such termination.

(9) NOTICES/APPROVALS. All notices and approvals required under or by reason of this Consulting Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative as follows:

Consultant

Legislative Executive Consulting, LLC
11671 Granite Flats Rd., Highland, UT 84003
Telephone: (801) 910-3936

Client

Eagle Mountain City
c/o Paul Jerome, City Administrator
1650 E. Stagecoach Run, Eagle Mountain, Utah 84005
Telephone: (801) 789-6606

(10) CHOICE OF LAW AND REMEDIES. This Consulting agreement is made and shall be enforced pursuant to the laws of the State of Utah. The parties agree that monetary damages alone would not be sufficient remedy for any breach of this Agreement and each party, in addition to monetary damages, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the prevailing party in any judicial proceeding shall be entitled to recover from the other its/his/her reasonable costs and expenses, including

attorney's fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

(11) EQUAL OPPORTUNITY. Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

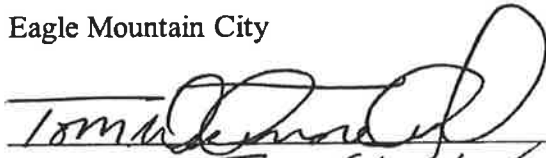
(12) SEVERABILITY AND SURVIVAL. Should any part of this Consulting Agreement be found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement. The provisions of Sections 4, 5, 6, 7, 10, and 12 shall survive the termination of this Agreement for a period of one (1) year from any such termination.

(13) ASSIGNMENT. Client shall have the right to assign this Consulting Agreement to its successors or assigns and all covenants and agreements hereunder will inure to the benefit of and be enforceable by or against its successors or assigns. The rights and obligations of Consultant under this Agreement are personal to Consultant, and no such rights, benefits, or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

This Agreement is entered into as of the date written above.

Client

Eagle Mountain City

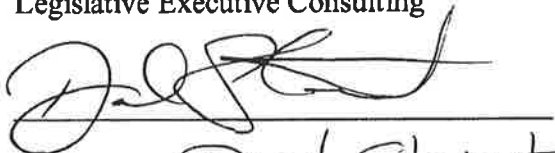


Print Name: Tom Westmorkaland

Title: Mayor

Consultant

Legislative Executive Consulting



Print Name: David Stewart

Title: President

ATTEST:


Fionnuala B. Kofoed, MMC, City Recorder

APPROVED AS TO FORM:


Marcus Draper, City Attorney

attorney's fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

(11) **EQUAL OPPORTUNITY.** Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

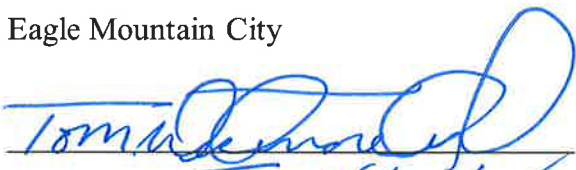
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This Agreement is entered into as of the date written above.

Client

Eagle Mountain City



Print Name:

Tom Westmaceland

Title:

Mayor

ATTEST:

Fionnuala B. Kofoed, MMC, City Recorder

APPROVED AS TO FORM:

Marcus Draper, City Attorney

Consultant

Legislative Executive Consulting

Print Name:

Title:



Exhibit A

Scope of Work to Be Performed

1. SCOPE OF WORK

Consultant shall perform the following services as requested by Client:

- A. Provide representation of Client to legislators, governor's office, lobbyists, and business leaders.
- B. Provide information and strategy for Legislative Session and interim leading up to legislative session.
- C. Participate fully in the Legislative Session in pursuing the interests of Client.
- D. Work to negotiate a solution agreeable to Client.

2. REPORTING

Consultant shall provide a minimum of four written or in person reports to the City during the term of the Agreement. In addition, Consultant shall attend (either virtually or in-person) a minimum of two City Council or strategic planning meetings of the City, as requested by the City.

3. FEES

Client shall pay Consultant a flat fee payment of \$8,333.33 per month. The payment of the Fee is not tied to success and is payable regardless of outcome.

4. TERM

This Agreement shall be effective from August 15, 2023 through August 31, 2024. The parties may mutually agree, in writing, to extend the term hereof.



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Monday, August 12, 2024

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

SUBJECT: **Antelope Meadows phase 'B' plat 4 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
Antelope Meadows ph "B" plat 4 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 57,475.83
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 8,871.40
Amount Remaining in Bond:	\$ 48,604.43

Bond Releases Summary	
#1	\$ 8,871.40
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 8,871.40

8/12/2024

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED 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	0	LS	\$5,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	33212	0	SF	\$1.75	\$0.00	0	33212	100%	\$0.00	\$0.00
b	6 inch Road base (also behind curb)	58197	0	SF	\$0.55	\$0.00	0	58197	100%	\$0.00	\$0.00
c	9 inch sub-base (e-fill) (behind curb)	42291	0	SF	\$0.90	\$0.00	0	42291	100%	\$0.00	\$0.00
d	30" curb & gutter	2651	0	LF	\$17.50	\$0.00	0	2651	100%	\$0.00	\$0.00
e	Sidewalk	2573	0	LF	\$22.50	\$0.00	0	2573	100%	\$0.00	\$0.00
f	Street/stop signs	4	0	EA	\$750.00	\$0.00	0	4	100%	\$0.00	\$0.00
q	ADA access ramps for trail	4	0	EA	\$800.00	\$0.00	0	4	100%	\$0.00	\$0.00
3	CULINARY WATER										
a	8" culinary water c-900	1181	0	LF	\$30.00	\$0.00	0	1181	100%	\$0.00	\$0.00
b	8" gate valve	7	0	EA	\$1,500.00	\$0.00	0	7	100%	\$0.00	\$0.00
c	8" tee	2	0	EA	\$800.00	\$0.00	0	2	100%	\$0.00	\$0.00
d	8" 22.5 deg bend	1	0	EA	\$600.00	\$0.00	0	1	100%	\$0.00	\$0.00
e	8" 45 deg bend	2	0	EA	\$600.00	\$0.00	0	2	100%	\$0.00	\$0.00
f	Fire Hydrant	2	0	EA	\$3,800.00	\$0.00	0	2	100%	\$0.00	\$0.00
g	3/4" water service	19	0	EA	\$1,200.00	\$0.00	0	19	100%	\$0.00	\$0.00
h	Connect to existing	3	0	EA	\$2,500.00	\$0.00	0	3	100%	\$0.00	\$0.00
i	Air vac	1	0	EA	\$1,500.00	\$0.00	0	1	100%	\$0.00	\$0.00
j	Cap & plug	2	0	EA	\$500.00	\$0.00	0	2	100%	\$0.00	\$0.00
4	STORM DRAIN										
a	15" storm drainpipe	184	0	LF	\$36.00	\$0.00	0	184	100%	\$0.00	\$0.00
b	18" storm drainpipe	785	0	LF	\$40.00	\$0.00	0	785	100%	\$0.00	\$0.00
c	SD catch basin	3	0	EA	\$2,400.00	\$0.00	0	3	100%	\$0.00	\$0.00
d	3x6 combo box	4	0	EA	\$3,000.00	\$0.00	0	4	100%	\$0.00	\$0.00
e	Connect to existing	1	0	EA	\$2,500.00	\$0.00	0	1	100%	\$0.00	\$0.00
f	60" manhole	1	0	EA	\$4,200.00	\$0.00	0	1	100%	\$0.00	\$0.00
5	SEWER										
a	8" Sewer pipe	1092	109.2	LF	\$29.50	\$3,221.40	0	1092	100%	\$3,221.40	\$3,221.40
b	4" sewer laterals	25	2.5	EA	\$1,200.00	\$3,000.00	0	25	100%	\$3,000.00	\$3,000.00
c	48" sewer manholes	6	0.6	EA	\$4,000.00	\$2,400.00	0	6	100%	\$2,400.00	\$2,400.00
d	Connect to existing	1	0.1	EA	\$2,500.00	\$250.00	0	1	100%	\$250.00	\$250.00
TOTAL CONSTRUCTION COST						\$8,871.40					
Original 10% Bond Coverage						\$48,604.43					
TOTAL BOND AMOUNT:						\$57,475.83				Released this Period	\$8,871.40

Christopher T. Trusty P.E.
Engineering Director

8/12/24
Date

Robert Ballif
Engineering Technician

8/12/24
Date



DATE: Monday, August 12, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Antelope Meadows phase "B" plat 4 walk through**

A walk-thru was performed on the above subdivision. The following were present.

Robert Ballif – Engineering Tech.

After performing a walk-through, we have the following comments:

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. AutoCAD as build drawings.
3. All inlets remove the wood forms and grout smoothly under the grate.
4. All lots are missing sewer and water stamps. Place a brass pin in the curb with a "W" for water and a "S" for sewer stamped on the pin.
5. Remove the plastic off the ADA placards.
6. Crack seal phase lines.

Harrier St.:

1. Lot #401 sewer manhole clean and add step.
2. Lot #406 expose water can.
3. Lot #406 storm drain manhole add step.
4. Lot #406 sewer manhole clean and add step.

Oktoberfest Way:

1. Lot #414 sewer manhole clean and add step.
2. Offsite sewer manhole add step. W/ next phase.
3. Intersection of Blackfeet Dr. sewer manhole clean and add step.

Blackfeet Dr.:

1. Lot #416 back of lot, extend sidewalk and place property pin. W/ next phase.
2. West end blow off & valve to be exposed with valve tower box and brought to grade with hand tight cap.
3. West off site sewer manhole clean, add step and grout pipe. W/ next phase.

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for entering warranty.

[illegible]

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	300.00'	54.03'	10°19'07"	N86°04'15"W	53.96'
C2	300.00'	43.20'	8°15'00"	N87°08'18"W	43.16'
C3	300.00'	10.83'	2°04'07"	N81°56'45"W	10.83'
C4	273.50'	49.26'	10°19'07"	N86°04'15"W	49.19'
C5	326.50'	11.79'	2°04'07"	N81°56'45"W	11.79'
C6	25.00'	35.67'	81°44'59"	S42°06'18"E	32.72'
C7	25.00'	39.27'	90°00'00"	S43°41'11"E	35.36'
C8	25.00'	39.27'	90°00'00"	N46°13'49"W	35.36'

The diagram illustrates two typical building setback configurations. The left configuration is for an interior lot, showing a rectangular building footprint with setbacks of 20' on the rear, 5' on the side, 15' on the front, and 22' on the front facing the garage setback. The right configuration is for a corner lot, showing a building footprint with setbacks of 20' on the rear, 15' on the side facing the street, 15' on the front, and 22' on the front facing the garage setback. Both configurations also specify a 5' minimum setback on the side facing the street and a 5' minimum setback on the side facing the garage setback.

TYPICAL BUILDING SETBACKS

DIRECT COMMUNICATIONS
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunication 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.

Maurine Clifford 6/12/2022
DIRECT COMMUNICATIONS DATE

QUESTAR GAS COMPANY
d/b/a DOMINION ENERGY, INC.

APPROVED THIS 12 DAY OF June, A.D. 2024

By [Signature] President

**ANTELOPE MEADOWS
PHASE B PLAT 4**
LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYORS SEAL	CITY ENGINEER SEAL	COUNTY RECOMMENDATION SEAL
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Spec. 12: T14S. R 21W S10T4M E. 220 TC



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Monday, August 12, 2024

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

SUBJECT: Eagle Point Town Homes plat 'C' 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
Eagle Point Townhomes plat C Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-8671

2nd Bond Release	
Original Bond Amount:	\$ 982,880.53
Previous Release Amount:	\$ 802,787.77
Amount to Release this Period:	\$ 437.87
Amount Remaining in Bond:	\$ 179,654.89

Bond Releases Summary	
#1	\$ 802,787.77
#2	\$ 437.87
#3	\$ -
#4	\$ -
TOTAL	\$ 803,225.64

8/12/2024

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SWPPP										
a	Mobilization	1	0.2	LS	\$178,000.00	\$35,600.00	1	0	100%	\$0.00	\$35,600.00
b	Clear & grub	125976	25195.2	SF	\$0.10	\$2,519.52	125,976	0	100%	\$0.00	\$2,519.52
c	Site Grading	125976	25195.2	SF	\$1.00	\$25,195.20	125,976	0	100%	\$0.00	\$25,195.20
d	Swppp	1	0.2	LS	\$30,000.00	\$6,000.00	1	0	100%	\$0.00	\$6,000.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	121212	121212	SF	\$1.40	\$169,696.80	121,212	0	100%	\$0.00	\$169,696.80
b	8 inch Road base(also behind curb)	121212	121212	SF	\$1.00	\$121,212.00	121,212	0	100%	\$0.00	\$121,212.00
c	30" curb & gutter	6261	6261	LF	\$20.00	\$125,220.00	6,261	0	100%	\$0.00	\$125,220.00
d	Sidewalk	17376	17376	SF	\$6.92	\$120,241.92	17,376	0	100%	\$0.00	\$120,241.92
e	Finished grading	125976	62988	SF	\$0.10	\$6,298.80	125,976	0	100%	\$0.00	\$6,298.80
f	Street signs	8	8	EA	\$200.00	\$1,600.00	8	0	100%	\$0.00	\$1,600.00
g	Stop signs	9	9	EA	\$200.00	\$1,800.00	9	0	100%	\$0.00	\$1,800.00
h	ADA access ramps	8	8	EA	\$1,300.00	\$10,400.00	8	0	100%	\$0.00	\$10,400.00
3	CULINARY WATER										
a	8" culinary water c-900 w/fitings	3130	626	LF	\$34.00	\$21,284.00	3,099	31.3	100%	\$212.84	\$21,284.00
b	Fire Hydrant	6	1.2	EA	\$5,000.00	\$6,000.00	6	0	100%	\$0.00	\$6,000.00
c	8" gate valves	32	6.4	EA	\$1,200.00	\$7,680.00	32	0	100%	\$0.00	\$7,680.00
d	Water bends	18	3.6	EA	\$800.00	\$2,880.00	18	0	100%	\$0.00	\$2,880.00
e	3/4" water service	133	26.6	EA	\$1,800.00	\$47,880.00	133	0	100%	\$0.00	\$47,880.00
4	STORM DRAIN										
a	Storm drain	1902	380.4	LF	\$35.00	\$13,314.00	1,902	0	100%	\$0.00	\$13,314.00
b	Storm drain boxes & manholes	22	4.4	EA	\$1,500.00	\$6,600.00	22	0	100%	\$0.00	\$6,600.00
c	Area drain	2	0.4	EA	\$1,000.00	\$400.00	2	0	100%	\$0.00	\$400.00
5	SEWER										
a	10" Sewer pipe	3041	608.2	LF	\$37.00	\$22,503.40	3,011	30.41	100%	\$225.03	\$22,503.40
b	4" sewer laterals	133	26.6	EA	\$1,500.00	\$39,900.00	133	0	100%	\$0.00	\$39,900.00
c	48" sewer manholes	18	3.6	EA	\$2,500.00	\$9,000.00	18	0	100%	\$0.00	\$9,000.00
TOTAL CONSTRUCTION COST						\$803,225.64					
Original 10% Bond Coverage						\$179,654.89					
TOTAL BOND AMOUNT:						\$982,880.53					
							Released this Period		\$437.87		

Christopher T. Trusty P.E.
Engineering Director

8/12/24
Date

Robert Ballif
Engineering Technician

8/12/24
Date



DATE: Monday, August 12, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Eagle Point Townhomes plat "C" walk through into warranty-Updated**

A walk-thru was performed on the above Subdivision. The following were present.

Robert Ballif – Engineering Tech. 1

After performing a walk-through, we have the following comments:

General:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
2. ~~Need the Auto-CAD as build.~~
3. ~~Place SWPPP around all the inlets.~~
4. ~~Remove the plastic covers off the ADA placards.~~
5. ~~Inlet grates at the intersection of Muss & Skyline need to be replaced with traffic rated grates.~~
6. ~~Sewer manhole tie in on Skyline add step.~~
7. ~~Intersection of Muss & Skyline sewer and storm drain manholes add steps and clean out sewer water backed up in the trough.~~
8. ~~Any missing stamps in the curb for sewer and water will be marked with a red dot and will need a brass pin placed in the curb stamped with a "W" for water & "S" for sewer on top of the brass pin.~~
9. ~~Back in the park strip 2" below the top of sidewalk and curb. Also back any curb.~~
10. ~~Aggie Dr. to the north expose the 2" blow off pipe and place a valve tower over it with hand tight cap to grade.~~
11. ~~Intersection of Aggie & Muss sewer and storm drain manholes add steps.~~
12. ~~Combo box on Muss by lot # 115 the pipe from the north needs to be cut flush with the box.~~
13. ~~All irrigation vaults remove or split the concrete cap so that the brass bars are resting on the 4 concrete block and not on the center of the setter. Fix to city spec. check all irrigation vaults.~~
14. ~~House 3905 Aggie Dr. irrigation vault not built to spec. see note 13.~~
15. ~~Air vac at lot 171 Aggie Dr remove the galvanize nipple and replace with brass. Lid to say water not irrigation.~~
16. ~~The west blow off on Fall St place valve tower over the 2" blow off to grade.~~
17. ~~Lot # 101 Fall St sewer manhole add step. Clean manhole back up in trough.~~
18. ~~All irrigation lids to have a hold in the top of the lid for the ERT.~~
19. ~~Lot # 232 fire hydrant place 6" riser on it.~~
20. ~~Lot # 177 Fall St sewer manhole add step.~~
21. ~~Intersection Fall & Skyline storm drain manhole add step.~~
22. ~~Intersection Fall & Skyline the air vac lid to say water not irrigation.~~
23. ~~Lot # 183 Fall St sewer & storm manholes add steps.~~
24. ~~Lot # 191 Fall St sewer manhole add step.~~
25. ~~Lot # 205 Fall St sewer manhole add step.~~

- ~~26. Intersection f Fall & Cosmos the south water stub expose the 2" blow off and place valve tower on it to grade.~~
- ~~27. Intersection Fall & Cosmos sewer manhole add step.~~
- ~~28. Intersection Fall & Cosmos the storm drain manhole remove the top 4 steps and place them back in line with the bottom steps.~~
- ~~29. Multiple sewer and storm drain manholes east of Cosmos will need steps added to them, they are painted with red a "S".~~
- ~~30. The asphalt path on the north of Fall St and at east end needs to be fixed, tourn out by power company. HOA maintain.~~
- ~~31. Lot # 141 Eagle View sewer manhole ad step.~~
- ~~32. Tie in manhole by club house off Eagle View add 2 steps. Vented sewer lid not storm drain.~~
- ~~33. The sewer stub between the club house tie in and the manhole in the street needs to be found and marked with a 2x4 painted green.~~
- ~~34. Lot # 161 Eagle View sewer manhole add step. Vented sewer lid not storm drain.~~
- ~~35. Lot # 177 on Skyline the air vac add step and lid to be water not irrigation.~~
- ~~36. Missing street signs at Cosmos Dr & Fall St. and Eagle View Lane & Cosmos Dr.~~

Please provide us with your schedule to correct the above listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for entering warranty.

DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2

WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 1 OF 3

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS TO BE KNOWN AS EAGLE POINT TH DRH PLAT "C" AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE EAGLE POINT TOWNHOMES PLAT "A" SUBDIVISION BOUNDARY AS RECORDED AS ENTRY 76286:2013 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF COSMOS DRIVE AS SHOWN IN THE EAGLE POINT ROAD DEDICATION PLAT AS RECORDED AS ENTRY 69966:2015 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 89°31'09" WEST 748.84 FEET AND SOUTH 446.23 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING ALONG SAID RIGHT-OF-WAY OF SAID COSMOS DRIVE THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY 278.19 FEET ALONG THE ARC OF A 1517.68 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 02°45'52" EAST 277.80 FEET); 2) SOUTHWESTERLY 31.55 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 37°06'20" WEST 28.38 FEET); THENCE SOUTH 07°42'38" EAST 191.66 FEET; THENCE NORTH 82°02'57" WEST 104.43 FEET; THENCE NORTH 08°21'22" EAST 51.37 FEET; THENCE SOUTH 82°02'57" EAST 316.86 FEET TO THE WESTERLY RIGHT-OF-WAY OF SKYLINE DRIVE, AND RUNNING ALONG SAID RIGHT-OF-WAY SOUTHWESTERLY 15.51 FEET ALONG THE ARC OF A 3739.09 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 06°38'54" WEST 15.51 FEET); THENCE SOUTH 83°13'59" EAST 50.00 FEET; THENCE ALONG SAID SKYLINE DRIVE RIGHT-OF-WAY NORTHEASTERLY 7.74 FEET ALONG THE ARC OF A 3789.09 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 06°42'31" EAST 7.74 FEET); THENCE SOUTH 81°11'22" EAST 126.86 FEET; THENCE SOUTHEASTERLY 98.97 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 52°50'06" EAST 94.98 FEET); THENCE SOUTHEASTERLY 38.02 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 51°39'44" EAST 36.61 FEET); THENCE NORTHEASTERLY 80.21 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 82°01'40" EAST 78.73 FEET); THENCE SOUTH 24°29'37" EAST 12.88 FEET; THENCE NORTH 65°36'13" EAST 29.27 FEET; THENCE SOUTH 83°24'33" EAST 7.59 FEET; THENCE SOUTH 32°20'39" EAST 8.44 FEET; THENCE SOUTHEASTERLY 25.81 FEET ALONG THE ARC OF A 28.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 58°55'08" EAST 24.91 FEET); THENCE SOUTH 85°19'38" EAST 193.35 FEET; THENCE NORTHEASTERLY 12.43 FEET ALONG THE ARC OF A 13.00 FOOT RADIUS TANGENT CURVE TO THE LEFT (CHORD BEARS NORTH 67°16'49" EAST 11.86 FEET); THENCE NORTH 39°53'14" EAST 5.44 FEET; THENCE SOUTH 83°24'33" EAST 2.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.44 ACRES, MORE OR LESS.
*THENCE NORTH 07°57'02" EAST 10.00 FEET; THENCE NORTH 82°02'58" WEST 131.5 FEET

July 19, 2021
DATE

SURVEYOR
(SEE SEAL BELOW)

OWNERS' 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, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-30-607, 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.

PURSUANT TO UTAH CODE 10-9A-604 (D), THE OWNER HEREBY CONVEYS THE COMMON AREAS, AS INDICATED HEREON, TO THE DRH EAGLE POINT TOWNHOME OWNER'S ASSOCIATION, WITH A REGISTERED ADDRESS OF 12351 SOUTH GATEWAY PARK PLACE D-100, DRAPER, UTAH 84042

By: MARK J. GREEN, Manager
PRINTED NAME OF OWNER
GRANOL EAGLE POINT, LLC.

AUTHORIZED SIGNATURE(S)
July 19, 2021

PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

LC ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF DAVIS } S.S.

ON THIS 19 DAY OF July, A.D. 2021, PERSONALLY APPEARED BEFORE ME Mark J. Green, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT S(HE) IS A [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF GRANOL EAGLE POINT, LLC., A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

WITNESS MY HAND OFFICIAL SEAL.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY PUBLIC FULL NAME: David Lewis Jr.
COMMISSION NUMBER: 713890
MY COMMISSION EXPIRES: Aug 31, 2024

A NOTARY PUBLIC COMMISSIONED IN UTAH

David Lewis Jr.

ENT 169675:2021 Exp 8/17/24
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 JUL 01 3:42 PM FEE \$22.00 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

17943103

DIRECT COMMUNICATIONS

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIED 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 7/10/2021

DOMINION ENERGY

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR 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 ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY UTAH
APPROVED THIS 20 DAY OF July, 2021

By: Quincy E. Ludge
TITLE: IC - Com

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 RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27a-603(4)(c)(i) 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 EASEMENT, 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 APPLICATION TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW

ROCKY MOUNTAIN POWER
DATE July 20, 2021

TABULATIONS

TOTAL AREA	11.44 ACRES
TOTAL ACREAGE IN LOTS	3.20 ACRES
TOTAL OPEN SPACE	3.59 ACRES
TOTAL IMPROVED OPEN SPACE	3.59 ACRES
PUBLIC ROW DEDICATION	1.60 ACRES
PRIVATE ROW	0.91 ACRES
DRIVEWAYS/PARKING	2.54 ACRES
TOTAL NUMBER OF LOTS	132
AVERAGE LOT FOOTPRINT SIZE	1,058 SQ FT
LARGEST LOT FOOTPRINT SIZE	1,128 SQ FT
SMALLEST LOT FOOTPRINT SIZE	864 SQ FT
OVERALL DENSITY	11.53 LOTS/ACRE

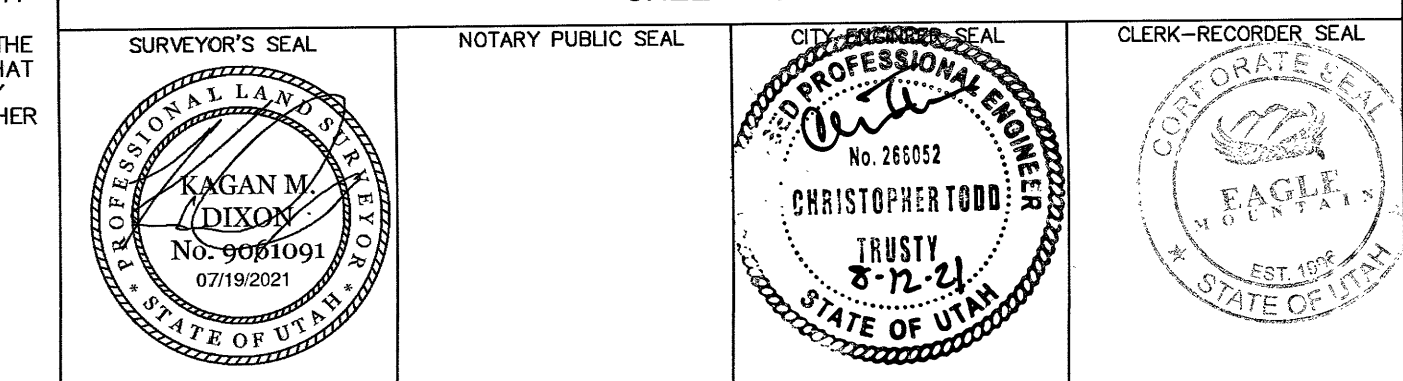


DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 3



Dec. 13-6-2020 TU-038

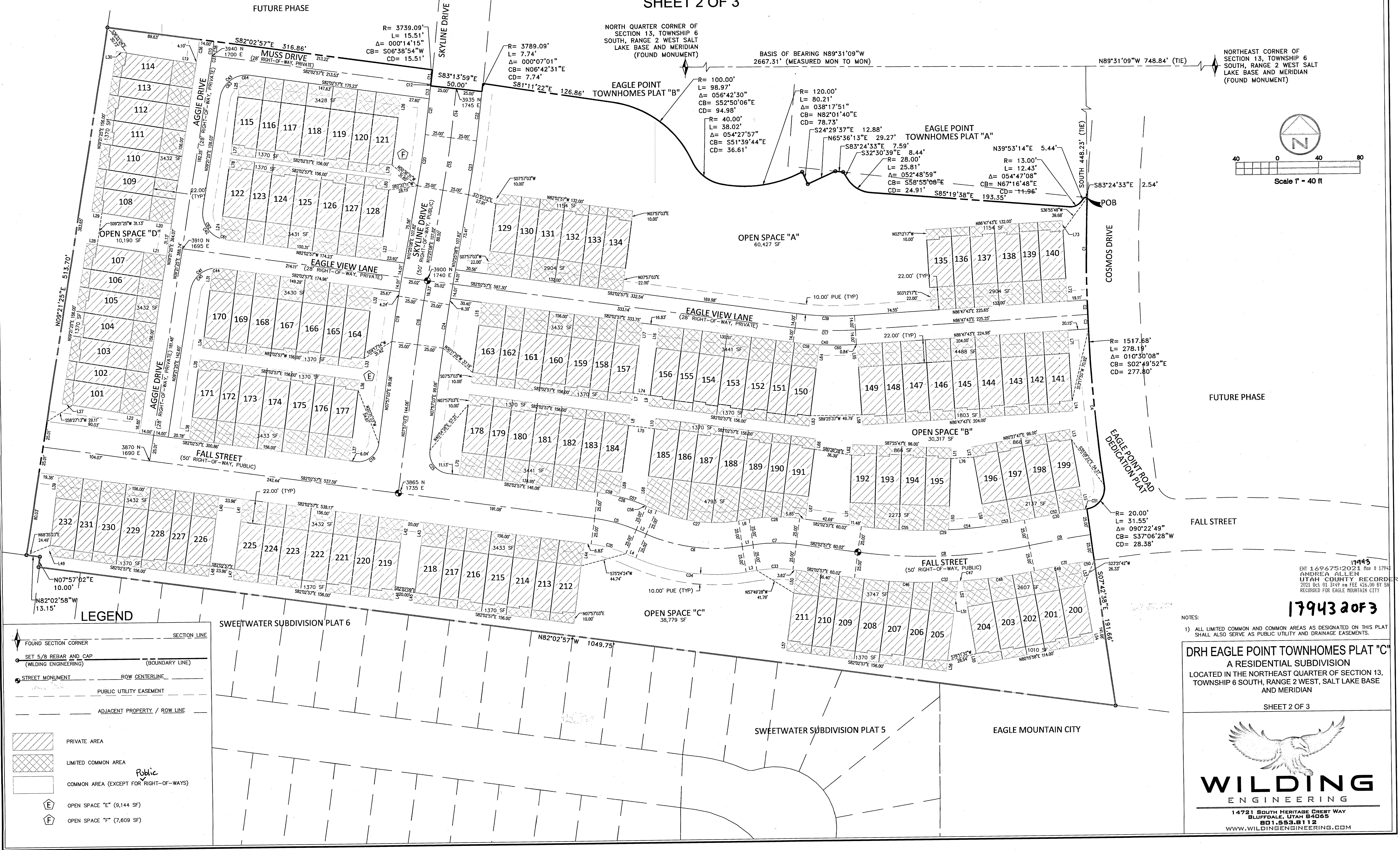
DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 2 OF 3



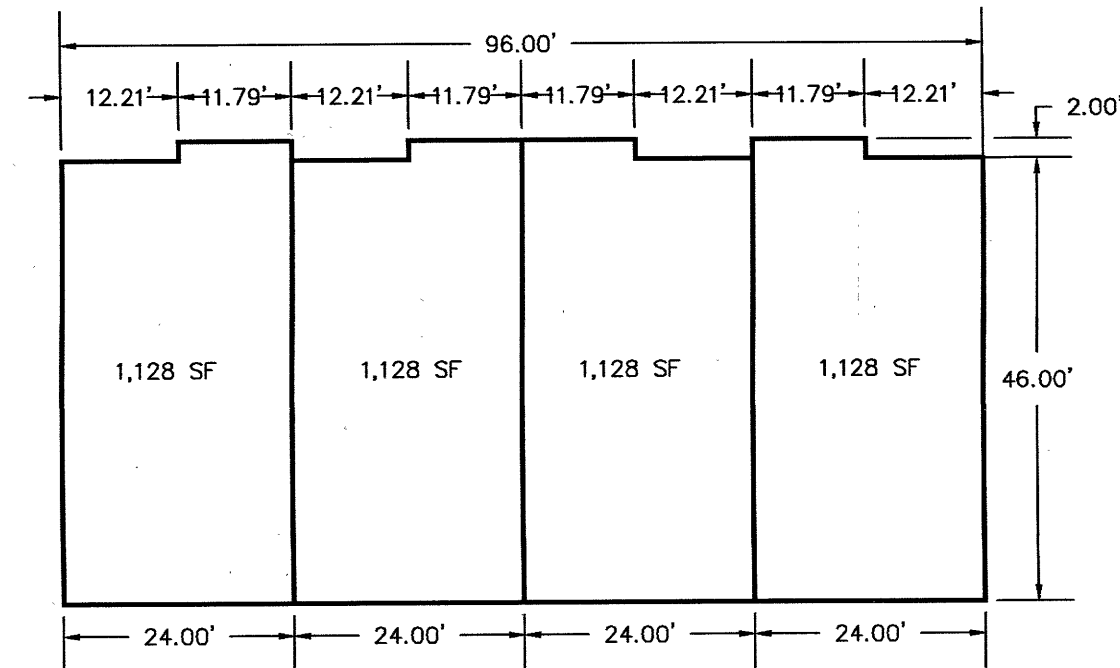
DRH EAGLE POINT TOWNHOMES PLAT "C"

A RESIDENTIAL SUBDIVISION

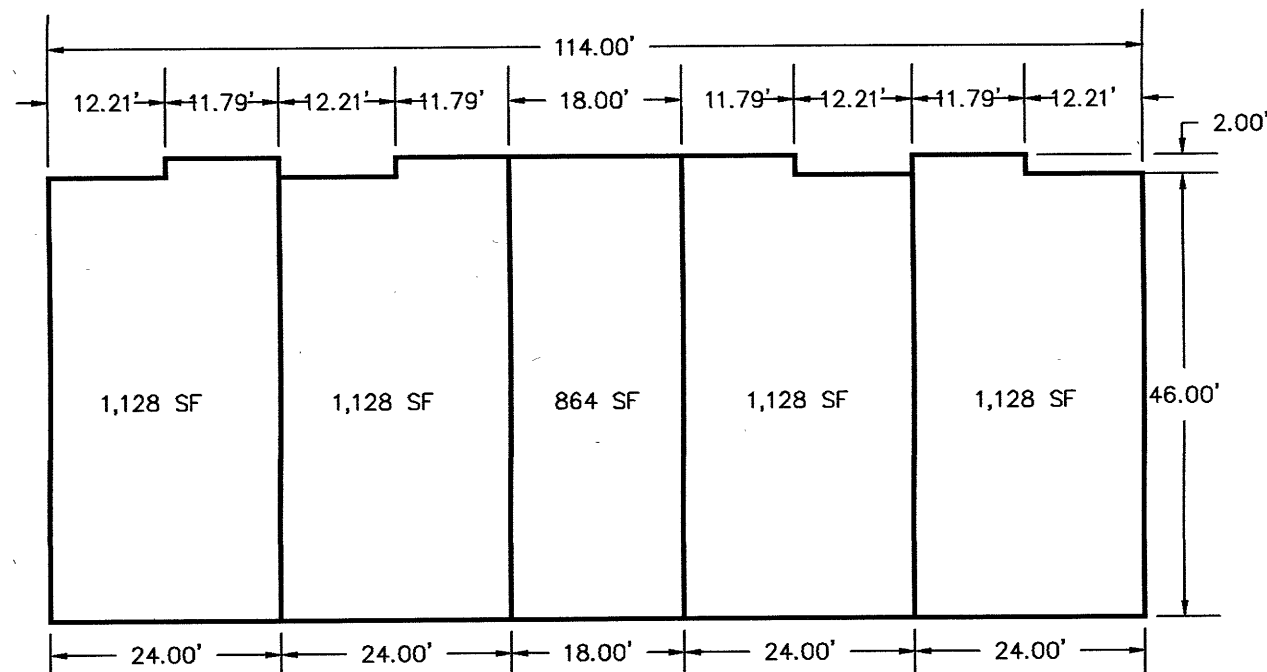
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

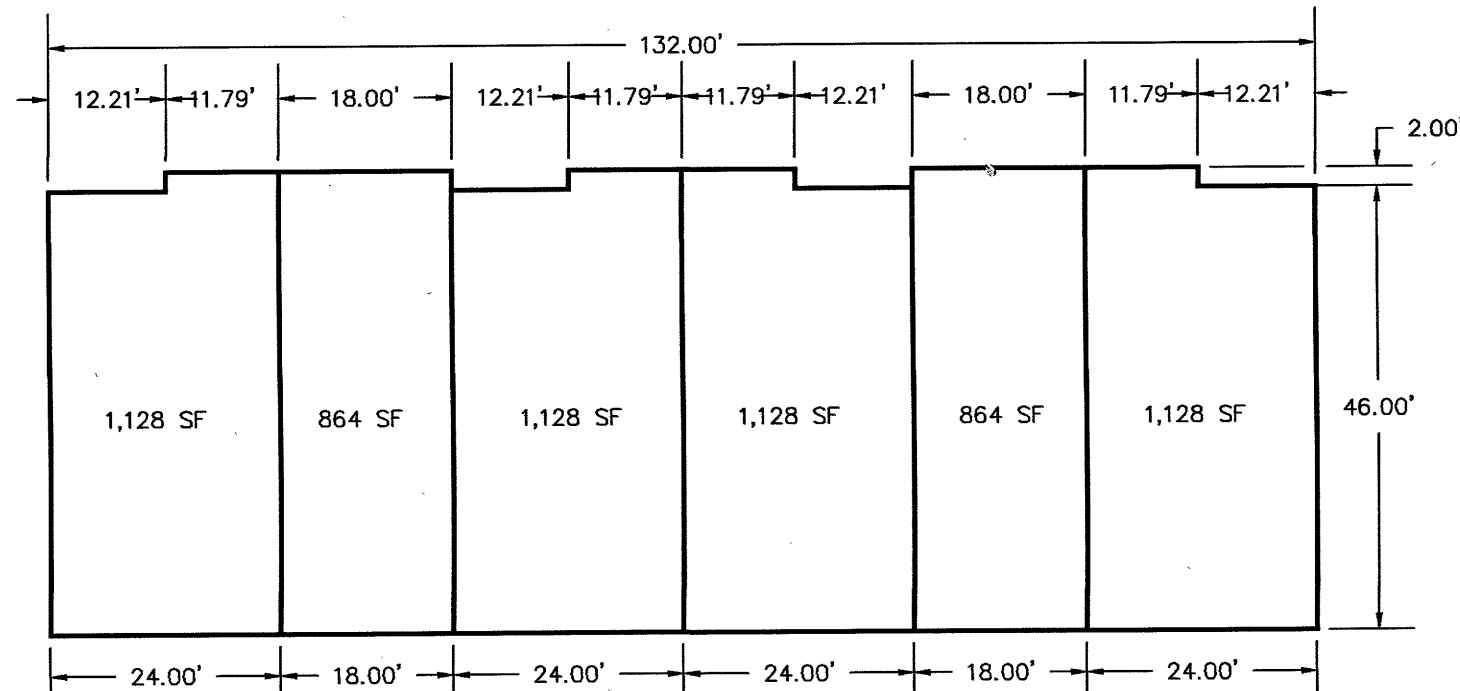
SHEET 3 OF 3



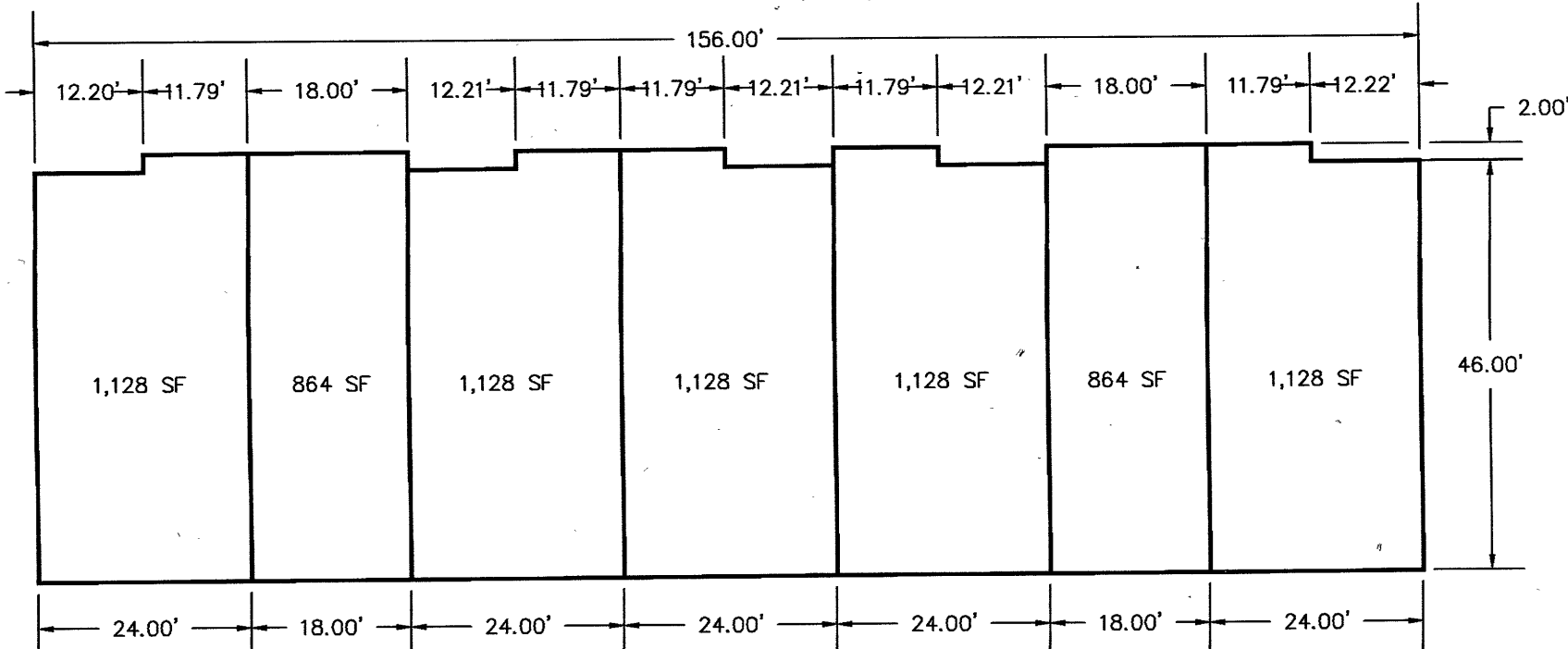
4-PLEX UNIT (TYP)



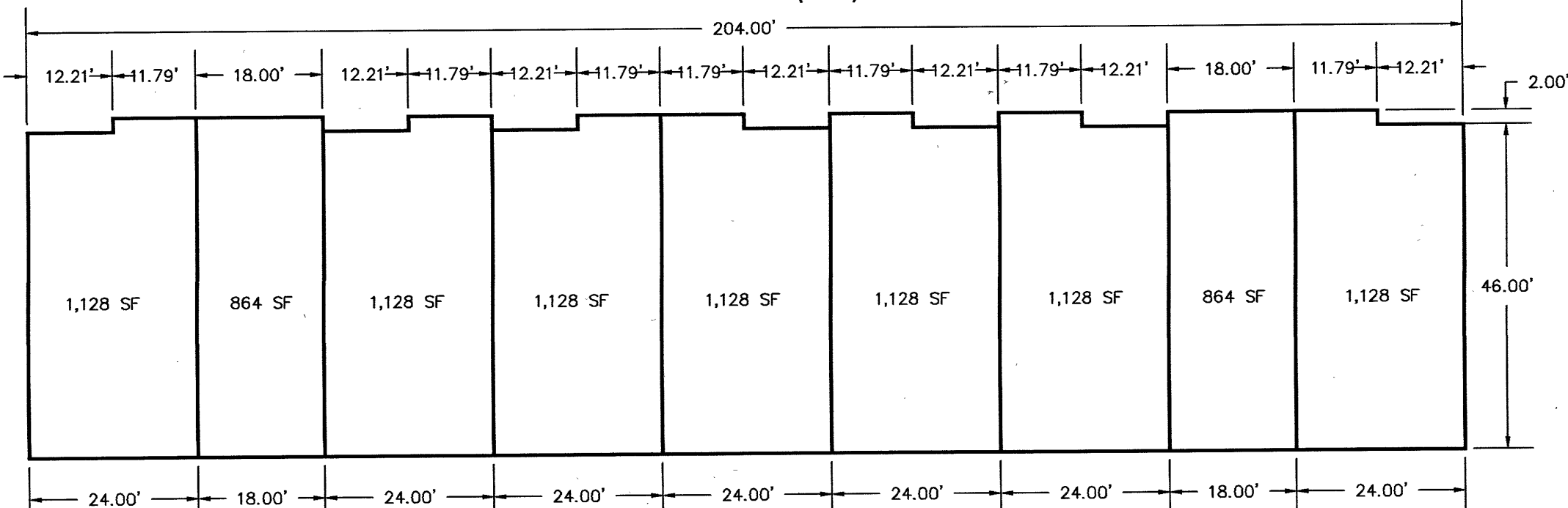
5-PLEX UNIT (TYP)



6-PLEX UNIT (TYP)



7-PLEX UNIT (TYP)



9-PLEX UNIT (TYP)

ADDRESS TABLES	
UNIT #	ADDRESS
101	3881 N AGGIE DRIVE
102	3885 N AGGIE DRIVE
103	3889 N AGGIE DRIVE
104	3893 N AGGIE DRIVE
105	3897 N AGGIE DRIVE
106	3901 N AGGIE DRIVE
107	3905 N AGGIE DRIVE
108	3915 N AGGIE DRIVE
109	3919 N AGGIE DRIVE
110	3923 N AGGIE DRIVE
111	3927 N AGGIE DRIVE
112	3931 N AGGIE DRIVE
113	3935 N AGGIE DRIVE
114	3939 N AGGIE DRIVE
115	1710 E MUSS DRIVE
116	1714 E MUSS DRIVE
117	1718 E MUSS DRIVE
118	1722 E MUSS DRIVE
119	1726 E MUSS DRIVE
120	1730 E MUSS DRIVE
121	1734 E MUSS DRIVE
122	1709 E EAGLE VIEW LANE
123	1713 E EAGLE VIEW LANE
124	1717 E EAGLE VIEW LANE
125	1721 E EAGLE VIEW LANE
126	1725 E EAGLE VIEW LANE
127	1729 E EAGLE VIEW LANE
128	1733 E EAGLE VIEW LANE
129	1737 E EAGLE VIEW LANE
130	1741 E EAGLE VIEW LANE
131	1745 E EAGLE VIEW LANE
132	1749 E EAGLE VIEW LANE
133	1753 E EAGLE VIEW LANE
134	1757 E EAGLE VIEW LANE
135	1761 E EAGLE VIEW LANE
136	1765 E EAGLE VIEW LANE
137	1769 E EAGLE VIEW LANE
138	1773 E EAGLE VIEW LANE
139	1777 E EAGLE VIEW LANE
140	1781 E EAGLE VIEW LANE
141	1785 E EAGLE VIEW LANE
142	1789 E EAGLE VIEW LANE
143	1793 E EAGLE VIEW LANE
144	1797 E EAGLE VIEW LANE
145	1801 E EAGLE VIEW LANE
146	1805 E EAGLE VIEW LANE
147	1809 E EAGLE VIEW LANE
148	1813 E EAGLE VIEW LANE
149	1817 E EAGLE VIEW LANE
150	1821 E EAGLE VIEW LANE
151	1825 E EAGLE VIEW LANE
152	1829 E EAGLE VIEW LANE
153	1833 E EAGLE VIEW LANE
154	1837 E EAGLE VIEW LANE
155	1841 E EAGLE VIEW LANE
156	1845 E EAGLE VIEW LANE
157	1849 E EAGLE VIEW LANE
158	1853 E EAGLE VIEW LANE
159	1857 E EAGLE VIEW LANE
160	1861 E EAGLE VIEW LANE
161	1865 E EAGLE VIEW LANE
162	1869 E EAGLE VIEW LANE
163	1873 E EAGLE VIEW LANE
164	1877 E EAGLE VIEW LANE
165	1881 E EAGLE VIEW LANE
166	1885 E EAGLE VIEW LANE

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	98.57'	1517.68'	3°43'16"	S00°33'34"W
C2	14.01'	1517.68'	0°31'43"	S01°33'56"E
C3	14.00'	1517.68'	0°31'43"	S02°05'39"E
C4	151.61'	1517.68'	5°43'25"	S05°13'13"E
C5	41.93'	150.00'	16°00'57"	N74°02'28"W
C6	95.04'	170.00'	32°01'55"	S82°02'57"E
C7	41.93'	150.00'	16°00'57"	S89°56'34"W
C8	166.73'	500.00'	19°06'21"	N88°23'53"E
C9	60.11'	1000.00'	3°26'39"	S80°34'02"W
C10	19.92'	500.00'	2°16'56"	N08°12'57"E
C11	14.00'	3739.09'	0°12'53"	N06°38'13"E
C12	1.50'	3739.09'	0°01'23"	N06°45'20"E
C13	12.50'	3270.16'	0°13'09"	N06°47'55"E
C14	47.65'	3294.77'	0°49'43"	N07°06'14"E
C15	51.08'	1000.00'	2°55'35"	N08°57'21"E
C16	43.08'	1000.00'	2°28'05"	S09°11'06"W
C17	58.41'	300.00'	11°09'20"	S87°37'37"E
C18	31.42'	20.00'	90°00'00"	N52°57'03"E
C19	44.15'	1025.00'	2°28'05"	S09°11'06"W
C20	49.80'	975.00'	2°55'35"	N08°57'21"E
C21	47.33'	3270.16'	0°49'45"	N07°06'14"E
C22	47.97'	3319.39'	0°49'41"	N07°06'15"E
C23	52.35'	1025.00'	2°55'35"	N08°57'21"E
C24	42.00'	975.00'	2°28'05"	S09°11'06"W
C25	31.42'	20.00'	90°00'00"	S37°02'57"E
C26	48.92'	175.00'	16°00'57"	N74°02'28"W
C27	81.06'	145.00'	32°01'55"	S82°02'57"E
C28	48.92'	175.00'	16°00'57"	S89°56'34"W
C29	158.39'	475.00'	19°06'21"	N88°23'53"E
C30	61.59'	1025.00'	3°26'34"	S80°33'59"W
C31	58.59'	975.00'	3°26'34"	S80°33'59"W
C32	175.07'	525.00'	19°06'21"	N88°23'53"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C33	34.94'	125.00'	16°00'57"	S89°56'34"W
C34	109.02'	195.00'	32°01'55"	S82°02'57"E
C35	34.94'	125.00'	16°00'57"	N74°02'28"W
C36	19.57'	486.00'	2°18'27"	N08°12'11"E
C37	5.92'	500.00'	0°40'40"	N09°01'05"E
C38	14.00'	500.00'	1°36'16"	N07°52'37"E
C39	55.68'	286.00'	11°09'20"	S87°37'37"E
C40	61.14'	314.00'	11°09'20"	S87°37'37"E
C41	39.43'	25.50'	88°35'38"	S53°39'14"W
C42	40.68'	25.50'	91°24'22"	S36°20'46"E
C43	39.43'	25.50'	88°35'38"	S53°39'14"W
C44	6.79'	25.50'	15°15'21"	N89°40'38"W
C45	32.64'	25.50'	73°20'17"	S46°01'33"W
C46	100.21'	525.00'	10°56'10"	S87°31'02"E
C47	4.94'	525.00'	0°32'23"	N86°44'42"E
C48	69.91'	525.00'	7°37'48"	N82°39'36"E
C49	44.20'	975.00'	2°35'51"	S80°08'38"W
C50	14.38'	975.00'	0°50'43"	S81°51'55"W
C51	2.86'	1025.00'	0°09'36"	S82°12'29"W
C52	58.73'	1025.00'	3°16'58"	S80°29'11"W
C53	37.29'	475.00'	4°29'53"	N81°05'39"E
C54	36.42'	475.00'	4°23'36"	N85°32'23"E
C55	84.68'	475.00'	10°12'51"	S87°09'23"E
C56	1.74'	175.00'	0°34'06"	N66°19'03"W
C57	26.08'	175.00'	8°32'24"	N70°52'17"W
C58	21.10'	175.00'	6°54'28"	N78°35'43"W
C59	25.52'	314.00'	4°39'23"	S84°27'39"E
C60	35.62'	314.00'	6°29'57"	S89°57'19"E
C61	5.74'	25.50'	12°53'32"	S75°36'11"E
C62	34.94'	25.50'	78°30'50"	S29°54'00"E
C63	31.01'	25.50'	69°40'40"	S43°57'18"W
C64	8.53'	25.50'	19°09'23"	S88°22'21"W

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	10.46	N81° 56' 05.31"E	L41	22.00	N07° 57' 02.79"E
L2	10.54	S66° 01' 59.72"E	L42	22.00	S07° 57' 02.79"W
L3	10.46	N81° 56' 05.31"E	L43	22.00	N07° 57' 02.79"E
L4	10.54	S66° 01' 59.72"E	L44	22.00	S07° 57' 02.79"W
L5	10.54	S66° 01' 59.72"E	L45	10.00	S07° 57' 02.79"W
L6	10.46	N81° 56' 05.31"E	L46	10.00	N07° 57' 02.79"E
L7	10.00	N07° 57' 02.79"E	L47	10.00	S07° 57' 02.79"W
L8	10.00	S07° 57' 02.79"W	L48	10.00	N07° 57' 02.79"E
L9	10.00	S07° 57' 02.79"W	L49	10.00	S07° 57' 02.79"W
L10	10.00	N07° 57' 02.79"E	L50	22.00	N07° 57' 02.79"E
L11	10.00	S02° 34' 12.79"W	L51	31.53	S07° 57' 02.79"W
L12	10.00	N09° 32' 13.21"W	L52	25.28	N09° 44' 02.04"W
L13	10.00	S09° 32' 13.21"E	L53	22.46	S09° 44' 02.04"E
L14	10.00	N03° 12' 17.21"W	L54	10.00	N09° 44' 02.04"W
L15	22.43	S09° 32' 13.21"E	L55	10.00	S09° 44' 02.04"E
L16	22.00	N07° 57' 02.79"E	L56	10.00	N07° 57' 02.79"E
L17	22.00	S07° 57' 02.79"W	L57	10.00	S07° 57' 02.79"W
L18	22.00	N07° 57' 02.79"E	L58	10.00	S03° 12' 17.21"E
L19	22.00	N80° 38' 35.19"W	L59	22.00	N09° 32' 13.21"W
L20	22.00	S80° 38' 35.19"E	L60	22.86	S02° 34' 12.79"W
L21	22.00	N80° 38' 35.19"W	L61	21.38	N02° 34' 12.79"E
L22	22.00	S80° 38' 35.19"E	L62	10.00	N02° 34' 12.79"E
L23	22.00	N07° 57' 02.79"E	L63	10.00	N07° 57' 02.79"E
L24	21.36	S07° 57' 02.79"W	L64	23.04	S07° 57' 02.79"W
L25	20.59	N07° 57' 02.79"E	L65	22.00	N03° 12' 17.21"W
L26	22.00	S07° 57' 02.79"W	L66	10.00	S07° 57' 02.79"W
L27	10.00	N80° 38' 35.19"W	L67	22.00	S07° 57' 02.79"W
L28	10.00	S80° 38' 35.19"E	L68	28.30	N07° 57' 02.79"E
L29	10.00	N80° 38' 35.19"W	L69	23.27	S07° 57' 02.79"W
L30	10.00	S80° 38' 35.19"E	L70	22.00	N07° 57' 02.79"E
L31	21.10	N07° 57' 02.79"E	L71	22.00	N03° 12' 17.21"E
L32	22.00	S07° 57' 02.79"W	L72	22.00	N03° 12' 17.03"W
L33	10.00	S07° 57' 02.79"W	L73	10.00	S03° 12' 17.03"E
L34	10.00	N07° 57' 02.79"E	L74	16.83	N82° 02' 57.21"W
L35	10.00	N07° 57' 02.79"E	L75	25.57	S81° 59' 38.08"E
L36	10.00	S07° 57' 02.79"W	L76	21.98	N87° 08' 02.57"E
L37	22.01	N07° 57' 02.79"E	L77	10.00	S07° 57' 02.79"W
L38	22.01	S07° 57' 02.79"W	L78	10.00	N07° 57' 02.79"E
L39	22.00	N07° 57' 02.79"E	L79	10.00	N07° 57' 02.79"E
L40	22.00	S07° 57' 02.79"W	L80	10.00	S07° 57' 02.79"W

DRH EAGLE POINT TOWNHOMES PLAT "C"
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE
AND MERIDIAN

SHEET 3 OF 3



14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

17943
ENR 169675:2021 Map # 17943
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 01 3:45 pm FEE 422.00 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

17943 30F3



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Wednesday, February 28, 2024

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

SUBJECT: Eagle Ridge phase 1 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



Wednesday, February 28, 2024

City Recorder's Office
Eagle Mountain City
1650 East Stagecoach Run
Eagle Mountain, Utah 84005

Subject: **Eagle Ridge phase 1** Bond Letter Requirements-Reduced

City Recorder:

I have reviewed the improvement requirements for **Eagle Ridge phase 1** Subdivision, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL
1	SITE & SWPPP					
a	Mobilization	1	0	LS	\$10,600.00	\$1,060.00
c	Construction entrance	1	0	EA	\$2,000.00	\$200.00
b	Silt fence	700	0	LF	\$4.00	\$280.00
c	Inlet protection	4	0	EA	\$165.00	\$66.00
d	Clear & grub	1353	0	CY	\$4.75	\$643.08
e	Site cut ROW/pond/ditches	5860	0	CY	\$4.75	\$2,783.50
f	Import fill	2900	0	TON	\$17.90	\$5,191.00
g	Lot fill	5000	0	CY	\$4.75	\$2,375.00
2	ROADWAY IMPROVEMENTS					
a	3-inch Surface Course	20642	0	SF	\$1.92	\$0.00
b	6-inch Road base (also behind curb)	20642	0	SF	\$0.80	\$0.00
c	9-inch sub-base (e-fill) (behind curb)	24900	0	SF	\$1.10	\$0.00
d	30" curb & gutter	1500	0	LF	\$27.25	\$0.00
e	Curb & gutter prep. 6" base	1500	0	LF	\$6.00	\$0.00
f	Catch basin tie in's	4	0	EA	\$465.00	\$0.00
g	Back curb & gutter	1500	0	LF	\$2.85	\$0.00
h	Street signs	1	0	EA	\$500.00	\$0.00
i	Drive approach	90	0	SF	\$17.00	\$0.00
j	Mailbox pad	1	0	EA	\$1,300.00	\$0.00
k	3" asphalt trail	5900	0	SF	\$2.15	\$0.00
l	Trail prep. 6" base	5900	0	SF	\$1.75	\$0.00
m	11' access road 8" base	2970	0	SF	\$2.30	\$0.00
n	Rough grade	113200	0	SF	\$0.16	\$0.00
o	Asphalt sawcut	1	0	EA	\$350.00	\$0.00
p	8" thick asphalt turnaround	3785	0	SF	\$1.05	\$0.00
3	CULINARY WATER					
a	8" culinary water c-900	720	0	LF	\$48.00	\$0.00
b	Fire Hydrant	1	0	EA	\$8,100.00	\$0.00
c	8" gate valves	2	0	EA	\$2,600.00	\$0.00
d	8" bend	2	0	EA	\$750.00	\$0.00

e	1" lateral	8	0	EA	\$2,100.00	\$0.00
f	Import fill	700	0	TON	\$15.80	\$0.00
g	Connect to existing	1	0	EA	\$1,200.00	\$0.00
h	Collars	3	0	EA	\$500.00	\$0.00
i	Testing	1	0	LS	\$1,100.00	\$0.00
j	Temp. blow off	1	0	EA	\$2,700.00	\$0.00
4	STORM DRAIN					
a	Connect to existing	1	0	EA	\$1,250.00	\$0.00
b	12" RCP	32	0	LF	\$62.00	\$0.00
c	15" RCP	80	0	LF	\$64.00	\$0.00
d	18" RCP	56	0	LF	\$68.00	\$0.00
e	18" end section	1	0	EA	\$1,000.00	\$0.00
f	60" manhole	1	0	EA	\$6,050.00	\$0.00
g	Curb inlet	2	0	EA	\$3,250.00	\$0.00
h	Double inlet	2	0	EA	\$5,400.00	\$0.00
i	3x3 overflow structure	1	0	EA	\$4,400.00	\$0.00
j	2x2 box	1	0	EA	\$2,900.00	\$0.00
k	Import backfill	37	0	TON	\$15.80	\$0.00
l	Collars	1	0	EA	\$600.00	\$0.00
m	Shape pond	21185	0	SF	\$0.35	\$0.00
n	Shape channels	1500	0	LF	\$6.15	\$0.00
o	Install channel rip rap	750	0	CY	\$74.00	\$0.00
p	Testing	1	0	LS	\$1,600.00	\$0.00
q	Pond liner	7818	0	SF	\$3.60	\$0.00
r	4" sand under liner	7818	0	SF	\$0.55	\$0.00
s	2" slung rock top of liner	19942	0	SF	\$1.55	\$0.00
TOTAL CONSTRUCTION COST						\$0.00
Original 10% Bond Coverage						\$58,695.04
TOTAL BOND AMOUNT:						\$58,695.04

A total of 10 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$58,695.04**; the above estimate is for determining the required bond amount only. The developer is fully responsible for complying with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.
Sincerely,

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

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder



DATE: Wednesday, February 28, 2024
TO: Braiden Rindlisbacher
FROM: Robert Ballif – Engineering Tech. II
SUBJECT: **Eagle Ridge phase 1 entering warranty**

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

1. ACAD as build files.
2. All water cans to be checked at time of meter installation, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans need to have collar and EM City lid w/2 inch hole.
3. Place street signs.
4. All inlets to have the rough concrete knocked off and any wood forms removed and grouted smoothly.

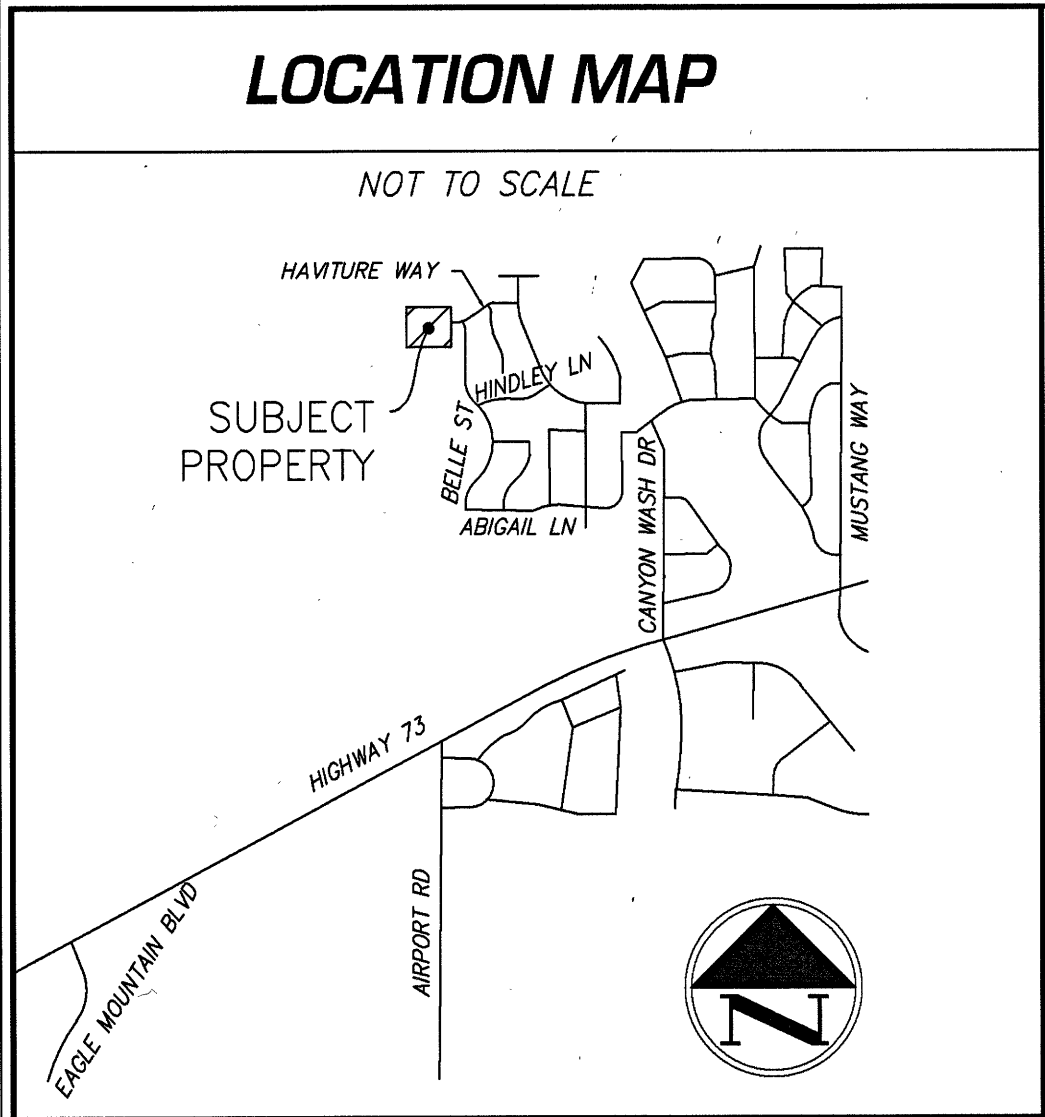
Haviture Way:

1. Crack seal phase line. Will be done at exit.
2. Detention pond to have a certified letter from the developer engineer.

Eagle Cove:

1. Lot #104 the water stamp is on the wrong side of the property pin. Remove the wrong pin and place a pin in the curb with a brass pin with a 'W' stamped on it.
2. All stub roads that have blow off's to be brought to grade and valve boxes over the valve & the blow off with a hand tight cap on the blow off.
3. Temporary turn around to be fixed and smooth for public safety vehicles. Not very smooth and other materials in the area, should have compacted base.

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for the entering warranty release amount.



LINE / CURVE TABLE

#	LENGTH	DIRECTION / DELTA	RADIUS	TANGENT	CHORD	CHORD BEARING
C1	9.10'	34°45'57"	15.00'	4.70'	8.96'	S72°25'11"E
C2	9.10'	34°45'57"	15.00'	4.70'	8.96'	N13°03'58"W
C3	21.36'	24°28'34"	50.00'	10.85'	21.20'	S18°12'40"E
C4	75.00'	85°56'37"	50.00'	46.58'	68.16'	S36°59'56"W
C5	39.26'	44°59'33"	50.00'	20.71'	38.26'	N77°31'59"W
C6	37.47'	85°52'50"	25.00'	23.26'	34.06'	S47°15'26"W
C7	135.62'	155°24'44"	50.00'	229.44'	97.71'	S47°15'26"W
C8	75.69'	85°52'50"	50.50'	46.99'	68.80'	S47°15'26"W
L1	50.00'	N85°40'59"W	-	-	-	-
L2	21.65'	N04°19'01"E	-	-	-	-
L3	46.99'	N89°48'09"W	-	-	-	-
L4	46.99'	S04°19'01"W	-	-	-	-

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 INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532

APPROVED THIS 10 DAY OF February 2024.

DOMINION ENERGY

TITLE- pre-construction exp II

LEGEND & ABBREVIATIONS:

--- BOUNDARY LINE

--- ROADWAY CENTER LINE

--- SECTION/MONUMENT LINE

--- PUBLIC UTILITY & DRAINAGE EASEMENT (PUE&D)

--- EASEMENT, AS NOTED

--- LOT LINE

--- R.O.W. LINE

--- SETBACK LINE

PROPOSED STREET MONUMENT

BOUNDARY CORNER, NOT SET UNLESS NOTED OTHERWISE

RIGHT OF WAY

TYPICAL

MONUMENT

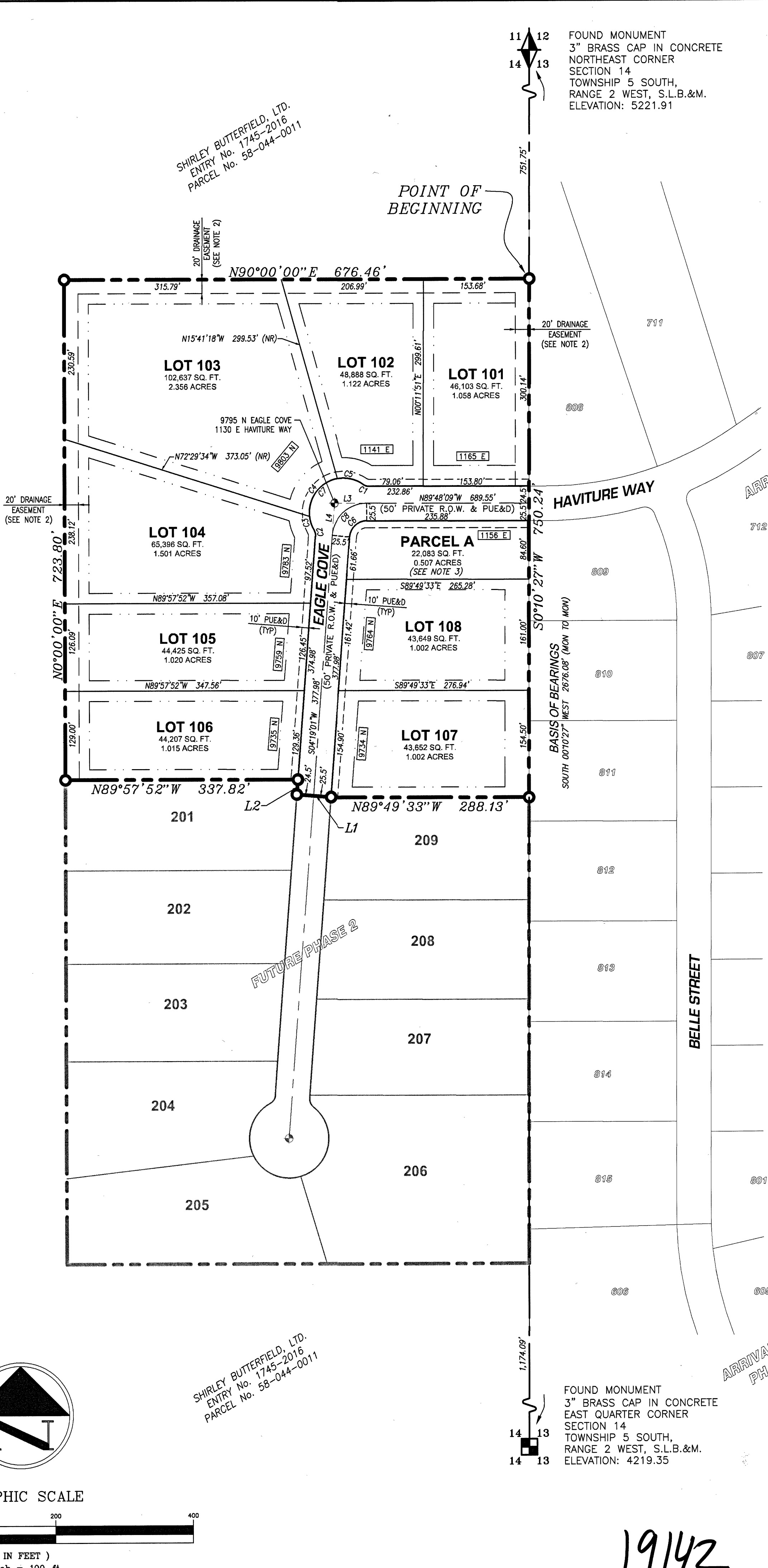
LOT ADDRESS

RADIAL

NON RADIAL

GRAPHIC SCALE

1 inch = 100 ft



ZONE: RD1, IN THE AGRICULTURE/RURAL RESIDENTIAL DENSITY TWO CATEGORY

SETBACKS

FRONT: 30'

FRONT GARAGE: 40'

REAR: 35'

SIDE: 15'

GARAGE SIDE: 15'

STREET SIDE: 25'

PLAT CALCULATIONS

ACREAGE SUMMARY

LOTS: 10.077 AC

PARCELS: 0.507 AC

PUBLIC R.O.W.: 0.837 AC

TOTAL AREA: 11.421 AC

AVERAGE LOT SIZE: 1.260 AC

LARGEST LOT: 2.640 AC

SMALLEST LOT: 1.002 AC

OVERALL DENSITY: 0.794

TOTAL LOTS: 8

NOTES:

1. ALL PROPERTIES ARE SUBJECT TO THE RULES AND REGULATIONS AS SET FORTH IN THE COAR'S FOR THIS PROJECT. SAID COAR'S WERE RECORDED MAR 13, 2024 AS ENTRY NO. 15263 IN BOOK OF OFFICIAL RECORDS.

2. THE OWNER OF EACH LOT IS RESPONSIBLE FOR MAINTAINING THE DRAINAGE CHANNEL ACROSS HIS/HER LOT FOR THE PURPOSE OF ALLOWING WATER TO FLOW FREELY DOWN THE CHANNEL TO THE STREETS. NO MODIFICATIONS TO THE DRAINAGE SWALES AND ASSOCIATED BERM AND SIDE SLOPES IS ALLOWED.

3. PARCEL A IS DEDICATED BY THIS MAP TO THE CITY. THEY WILL BE RESPONSIBLE TO OPERATE AND MAINTAIN THE DETENTION BASIN.

4. THE 50' PRIVATE RIGHT-OF-WAY, SHOWN HEREON, IS TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENT AND AN ACCESS EASEMENT FOR EMERGENCY PERSONNEL AND TO BE OWNED AND MAINTAINED BY THE Eagle Ridge Subdivision OWNER'S ASSOCIATION, INC.

5. OWNER HEREBY CONVEYS TO EAGLE MOUNTAIN CITY AND ITS AGENTS A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ON AND IN THE 50' PRIVATE RIGHT-OF-WAY, SHOWN HEREON, FOR THE PURPOSE OF ACCESS TO THE STORM WATER MANAGEMENT SYSTEM AND CULINARY WATER SYSTEM AND APPURTENANCES FOR THE MANAGEMENT, INSPECTION, MAINTENANCE AND REPAIR THEREOF.

6. REBAR AND CAP TO BE SET AT REAR PROPERTY CORNERS AND AT ANGLE POINTS ALONG A PROPERTY LINE. RIVET TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

SURVEYOR'S CERTIFICATE:

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF UTAH, AND THAT I HAVE MADE A SURVEY OF THE PARCEL OF LAND SHOWN AND DESCRIBED ON THIS MAP. I ALSO CERTIFY THAT BY AUTHORITY OF THE OWNERS OF SAID PARCELS, I HAVE DIVIDED THE PROPERTY INTO LOTS, PARCELS, AND STREETS.

PROPERTY DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, SOUTH 00°10'27" WEST, ALONG THE SECTION LINE COMMON WITH SECTIONS 13 AND 14, A DISTANCE OF 751.75 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, SOUTH 00°10'27" WEST, CONTINUING ALONG SAID SECTION LINE, A DISTANCE OF 730.24 FEET; THENCE, NORTH 89°49'33" WEST, A DISTANCE OF 288.13 FEET; THENCE, NORTH 85°40'59" WEST, A DISTANCE OF 50.00 FEET; THENCE, NORTH 04°19'01" EAST, A DISTANCE OF 21.65 FEET; THENCE, NORTH 89°57'52" WEST, A DISTANCE OF 337.82 FEET; THENCE, NORTH, A DISTANCE OF 723.80 FEET; THENCE, EAST, A DISTANCE OF 676.46 FEET TO A POINT ON SAID SECTION LINE AND THE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINS 11.421 ACRES, MORE OR LESS

Pursuant to Utah Code 10-9a-604(1)(b), the owner conveys the private ROW to the Eagle Ridge Subdivision owner's association, Inc., located at 4572 E. 7900 N., Bluffdale, UT 84065.

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAID TRACT TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS, ~~instruments and other public uses as depicted on the plat.~~

PLAT 1

EAGLE RIDGE PHASE A, SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUT HANDS THIS 13th DAY OF February A.D. 2024.

Kim Rindlisbacher Manager

Eagle Ridge Development, LLC

CORPORATE ACKNOWLEDGEMENT:

STATE OF UTAH } S.S.

COUNTY OF UTAH

ON THE 13th DAY OF February A.D. 2024, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, *Kim Rindlisbacher* THE SIGNER OF THE ABOVE OWNERS DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE *Manager* OF *Eagle Ridge Development, LLC* A UTAH CORPORATION, AND THAT SAID OWNER'S DEDICATION WAS SIGNED BY HIM IN BEHALF OF SAID COMPANY WITH THE POWER AND AUTHORITY TO EXECUTE THE SAME.

July 21, 2024 My Commission Expires: Weber County, Notary Public Residing At:

ACKNOWLEDGEMENT:

STATE OF UTAH } S.S.

COUNTY OF UTAH

ON THE 13th DAY OF February A.D. 2024, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER() OF THE ABOVE OWNER'S DEDICATION IN NUMBER, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

19142

ENT 145033-2024 MAPS 19142

ANDREA ALLEN

UTAH COUNTY RECORDER

2024 Mar 14 04:12 PM FEE \$8.00 BY AC

RECORDED FOR EAGLE MOUNTAIN CITY

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT:

ACCEPTANCE BY LEGISLATIVE BODY:

THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THE 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 11 DAY OF March, A.D. 2024.

Mayor CITY MANAGER

City Attorney CITY ATTORNEY

COMMUNITY DEVELOPMENT DIRECTOR

APPROVED *Chris T. Webb* ENGINEER (SEE SEAL BELOW) ATTEST *W.D. Long* CLERK-RECORDER (SEE SEAL BELOW)

DEVELOPER:

CONTACT: EAGLE RIDGE DEVELOPMENT, LLC

(801) 253-1237

ENGINEER:

Willis D. Long

SURVEYOR:

Willis D. Long

LAYTON SURVEYS LLC

837 S. 500 W. SUITE 201

WOODS CROSS, UT 84010

(801)-883-1841

willis.long@laytonsurveys.com

19142

FOUND MONUMENT

3" BRASS CAP IN CONCRETE

EAST QUARTER CORNER

SECTION 14

TOWNSHIP 5 SOUTH,

RANGE 2 WEST, S.L.B.&M.

ELEVATION: 4219.35

THE BEARING SOUTH 00°10'27" WEST EAST QUARTER OF SECTION 14 TO THE NORTHEAST CORNER OF SECTION 14, AS SHOWN HEREON, IS THE BASIS OF BEARINGS FOR THIS MAP.

THIS FORM APPROVED BY UTAH COUNTY AND THE MUNICIPALITIES THERIN



Wednesday, August 14, 2024

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

SUBJECT: Hidden Hollow phase 'C' plat 1 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 releases 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



DATE: Wednesday, August 14, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Hidden Hollow phase "C" plat 1 walk through-updated**

A walk-thru was performed on the above Subdivision. The following were present.

Robert Ballif – Engineering Tech.1

After performing a walk-through, we have the following comments:

General Notes:

- ~~1. Exit sewer video.~~
- ~~2. Crack seal phase line~~

Hidden Hollow Blvd.:

- ~~1. Missing the stop and street sign for Hidden Valley Pkwy and Hidden Hollow Blvd. 7230 N Hidden Valley Pkwy & 2920 E Hidden Hollow Blvd.~~
- ~~2. Combo box clean by intersection.~~

Carlton St.:

- ~~1. Missing the stop & street sign at Carlton St. & Hidden Hollow Blvd. 7195 N Carlton Lane & 2915 E Hidden Hollow Blvd.~~
- ~~2. Intersection sewer manhole clean and bring to grad and fill in the voids around the manhole.~~

Smart Way Ln.:

- ~~1. Street sign to be straightened.~~
- ~~2. The 2 six townhomes on the south side are missing water cans, 1 set of six townhomes only shows 4 water cans in the park strip. Asphalt patch where you tied into the water for missing service (inspection is needed before asphalt is placed.)~~
- ~~3. House #7157 section of sidewalk to be replaced.~~

Serdar Ln.:

- ~~1. Missing the street sign for Serdar Ln. & Smart Way Ln. 7110 N Serdar Lane & 2910 E Smart Way Lane.~~
- ~~2. Lot #09 sections of sidewalk to be replaced.~~
- ~~3. House #2940 sidewalks replaced with no inspection, remove, and replace after inspection.~~
- ~~4. House #2950 sections of sidewalk to be replaced.~~
- ~~5. Lot #19 turn fire hydrant towards the road.~~
- ~~6. Lot #'s 18 & 19 sections of sidewalk to be replaced.~~

Hidden Valley PKWY:

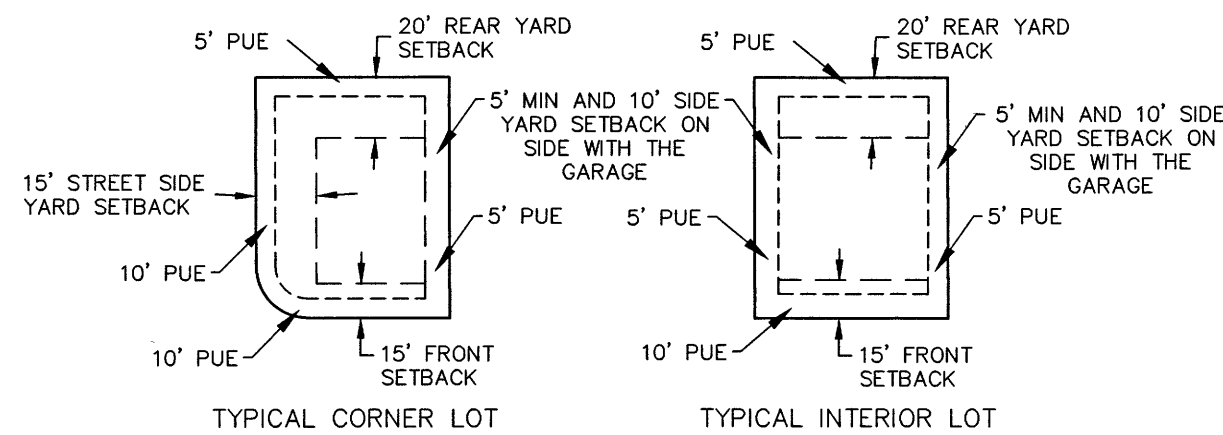
- ~~1. Marked sections of sidewalk to be replaced, voids under walk. North and south of intersection.~~

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	330.90	447.00	42°24'50"	323.39	N30°49'17"E
C2	35.12	25.00	80°29'17"	32.30	N30°37'47"W
C3	230.81	490.00	26°59'19"	228.68	N57°22'46"W
C4	190.39	396.00	27°32'46"	188.56	S73°10'45"E
C5	36.40	25.00	83°26'00"	33.27	S51°19'52"W
C6	24.82	15.00	94°48'21"	22.08	S37°47'19"E
C7	91.06	593.50	8°47'28"	90.97	S89°35'13"E
C8	50.41	526.50	5°29'09"	50.39	N88°45'37"E
C9	22.88	15.00	87°24'37"	20.73	S47°47'53"W
C10	358.10	600.00	34°11'44"	352.80	S21°11'26"W
C11	168.23	273.50	35°14'36"	165.59	N81°27'05"E
C12	284.36	443.00	36°46'39"	279.50	S68°33'49"E
C13	160.67	620.00	14°50'52"	160.22	S86°33'32"E
C14	47.87	500.00	5°29'09"	47.85	S88°45'37"W
C15	380.23	573.50	37°59'13"	373.30	N19°17'42"E
C16	320.16	300.00	61°08'48"	305.18	S85°35'49"E
C17	220.48	443.00	28°30'56"	218.21	S64°25'58"E
C18	63.88	443.00	8°15'43"	63.82	S82°49'17"E
C19	12.25	447.00	1°34'11"	12.25	N10°23'57"E
C20	56.93	447.00	7°17'52"	56.90	N14°49'59"E
C21	56.93	447.00	7°17'52"	56.90	N22°07'51"E
C22	57.28	447.00	7°20'29"	57.24	N29°27'01"E
C23	57.53	447.00	7°22'27"	57.49	N36°48'29"E
C24	70.56	447.00	9°02'39"	70.49	N45°01'02"E
C25	19.42	447.00	2°29'20"	19.42	N50°47'02"E
C26	22.46	15.00	85°47'53"	20.42	S52°30'49"W
C27	67.29	646.50	5°57'48"	67.26	S87°34'08"E
C28	25.02	15.00	95°33'19"	22.22	N42°46'22"W
C29	317.76	547.00	33°17'01"	313.31	N21°38'48"E
C30	10.02	15.00	38°17'09"	9.84	N57°25'53"E
C31	143.15	50.00	164°02'00"	99.03	S5°26'32"E
C32	8.49	15.00	32°26'07"	8.38	N71°14'29"W
C33	24.43	15.00	93°18'43"	21.82	S8°22'03"E
C34	123.65	273.50	25°54'12"	122.60	S67°58'31"E
C35	348.44	326.50	61°08'48"	332.14	S85°35'49"E
C36	59.01	547.00	6°10'52"	58.98	N8°05'43"E
C37	69.67	547.00	7°17'52"	69.62	N14°50'05"E
C38	69.67	547.00	7°17'51"	69.62	N22°07'57"E
C39	70.09	547.00	7°20'29"	70.04	N29°27'07"E
C40	49.32	547.00	5°09'57"	49.30	N35°42'20"E
C41	57.85	50.00	66°17'30"	54.68	S43°25'42"W
C42	40.95	50.00	46°55'40"	39.82	S13°10'53"E
C43	44.34	50.00	50°48'49"	42.90	S62°03'08"E
C44	6.04	326.50	1°03'33"	6.04	S55°33'11"E
C45	74.85	326.50	13°08'07"	74.69	S62°39'01"E
C46	68.91	326.50	12°05'31"	68.78	S75°15'51"E
C47	65.25	326.50	11°27'00"	65.14	S87°02'06"E
C48	67.49	326.50	11°50'39"	67.37	N81°19'04"E
C49	65.91	326.50	11°33'58"	65.80	N69°36'46"E
C50	22.95	273.50	4°48'28"	22.94	S57°25'39"E
C51	100.70	273.50	21°05'44"	100.13	S70°22'45"E
C52	6.83	500.00	0°46'57"	6.83	S86°24'31"W
C53	41.04	500.00	4°42'12"	41.03	S89°09'05"W

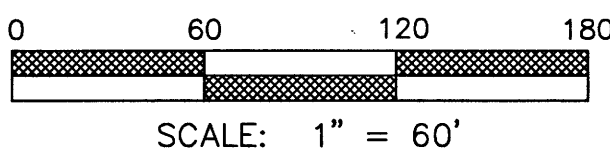
HIDDEN HOLLOW PHASE C PLAT 1

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

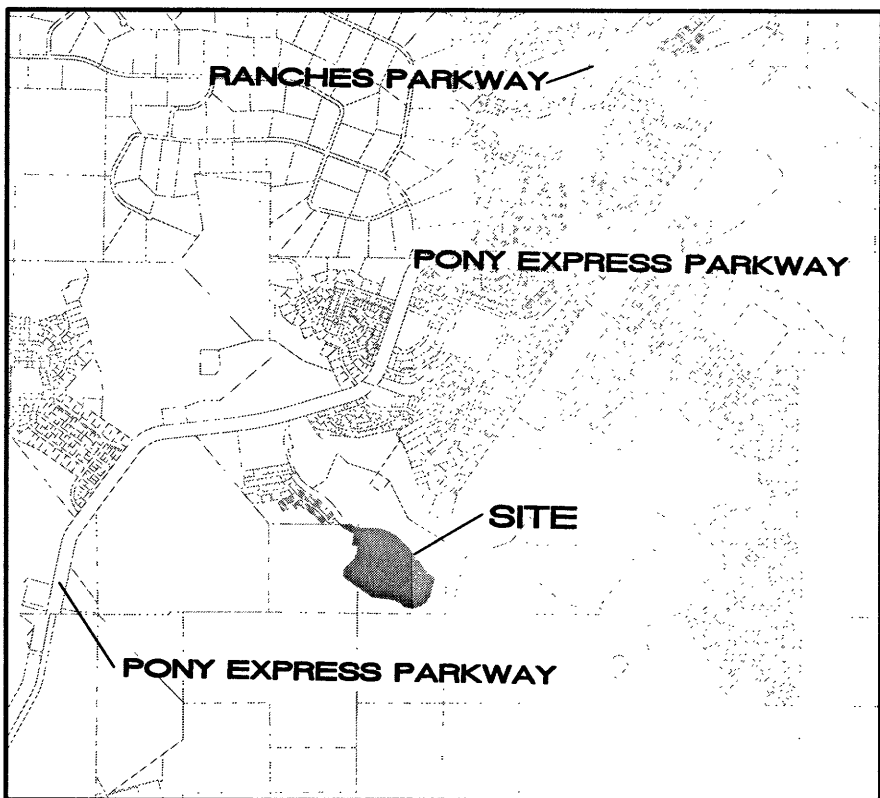


SETBACK AND EASEMENT DETAIL

-N-TS-



LAND USE	
ACREAGE:	6.66 acres
ACREAGE IN LOTS:	4.07 acres
AVERAGE LOT SIZE:	7,390 sq.ft.
ACREAGE IN ROW:	2.59 acres
TOTAL LOTS:	24 LOTS
LOT DENSITY:	3.60 LOTS PER ACRE
PAVED AREA:	61,411 sq.ft.
AVERAGE LOT SIZE:	7,390 sq.ft.
SMALLEST LOT:	5,993 sq.ft.
LARGEST LOT:	11,063 sq.ft.
OPEN SPACE:	0



VICINITY MAP

ROCKY MOUNTAIN POWER APPROVAL

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 of right of way
- (2). The law applicable to prescriptive rights
- (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
- (4). Any other provision of law

Mark Stadel 7/8/22
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

Approved this 8 day of July 2022 Dominion Gas Company
By: *Brenda Elmsley* Title: *Rep Com*

DIRECT COMMUNICATIONS APPROVAL

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

Ang S 7/8/22
DIRECT COMMUNICATIONS DATE

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HIDDEN HOLLOW PHASE C PLAT 1 and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°19'50" West 788.74 feet section line and North 209.40 feet from the Southeast Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 53°17'08" West 313.45 feet; thence North 55°01'25" West 243.99 feet; thence North 55°04'28" West 224.29 feet; thence North 42°58'19" West 72.28 feet; thence North 01°20'46" East 109.21 feet; thence North 52°01'41" East 60.43 feet; thence Northeasterly 330.90 feet along the arc of a 447.00 foot radius curve to the left, through a central angle of 42°24'50", the chord of which bears North 30°49'17" East 323.39 feet; thence North 09°36'52" East 27.14 feet; thence North 80°23'08" West 94.00 feet; thence North 09°36'52" East 158.19 feet; thence Northwesterly 35.12 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 80°29'17", the chord of which bears North 30°37'47" West 32.30 feet; thence Northwesterly 230.81 feet along the arc of a 490.00 foot radius curve to the right, through a central angle of 26°59'19", the chord of which bears North 57°22'46" West 228.68 feet; thence South 89°32'48" East 151.62 feet; thence Southeasterly 190.39 feet along the arc of a non-tangent 396.00 foot radius curve to the left, through a central angle of 27°32'46", the chord of which bears South 73°10'45" East 188.56 feet; thence South 03°02'52" West 94.00 feet; thence Southwesterly 36.40 feet along the arc of a non-tangent 25.00 foot radius curve to the left, through a central angle of 83°26'00", the chord of which bears South 51°19'52" West 33.27 feet; thence South 09°36'52" West 64.21 feet; thence Southeasterly 24.82 feet along the arc of a 15.00 foot radius curve to the left, through a central angle of 94°48'21", the chord of which bears South 37°47'19" East 22.08 feet; thence Easterly 91.06 feet along the arc of a 593.50 foot radius curve to the left, through a central angle of 08°47'28", the chord of which bears South 89°35'13" East 90.97 feet; thence Easterly 50.41 feet along the arc of a 526.50 foot radius curve to the right, through a central angle of 05°29'09", the chord of which bears North 88°45'37" East 50.39 feet; thence South 01°30'11" West 53.00 feet; thence Southeasterly 22.88 feet along the arc of a non-tangent 15.00 foot radius curve to the left, through a central angle of 87°24'37", the chord of which bears South 47°47'53" West 20.73 feet; thence Southwesterly 358.10 feet along the arc of a 600.00 foot radius curve to the right, through a central angle of 34°11'44", the chord of which bears South 21°11'26" West 352.80 feet; thence South 38°17'18" West 3.58 feet; thence South 55°01'25" East 366.18 feet; thence North 06°42'52" West 82.34 feet; thence Southeasterly 168.23 feet along the arc of a non-tangent 273.50 foot radius curve to the left, through a central angle of 25°54'12", the chord of which bears North 81°27'05" East 165.59 feet; thence South 26°10'13" East 53.00 feet; thence South 07°48'18" East 168.91 feet to the point of beginning.

Parcel contains: 6.66 acres

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°19'50" West (NAD 83).

July 5, 2022 DATE
Travis Trane SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors 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, 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
Ryan Dybee, Manager
RS Hidden Hollow, LLC
July 7, 2022

AUTHORIZED SIGNATURES
[Signature]

ACKNOWLEDGEMENT

On the 7 day of July, 2022, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 4/12/2025
717756 COMMISSION NUMBER

Angela Rae McConkey
NOTARY PUBLIC SIGNATURE
Angela Rae McConkey
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 21 day of July 2021

[Signature]
APPROVED BY CITY ATTORNEY

[Signature]
APPROVED BY CITY ENGINEER

[Signature]
ATTEST BY CITY RECORDER

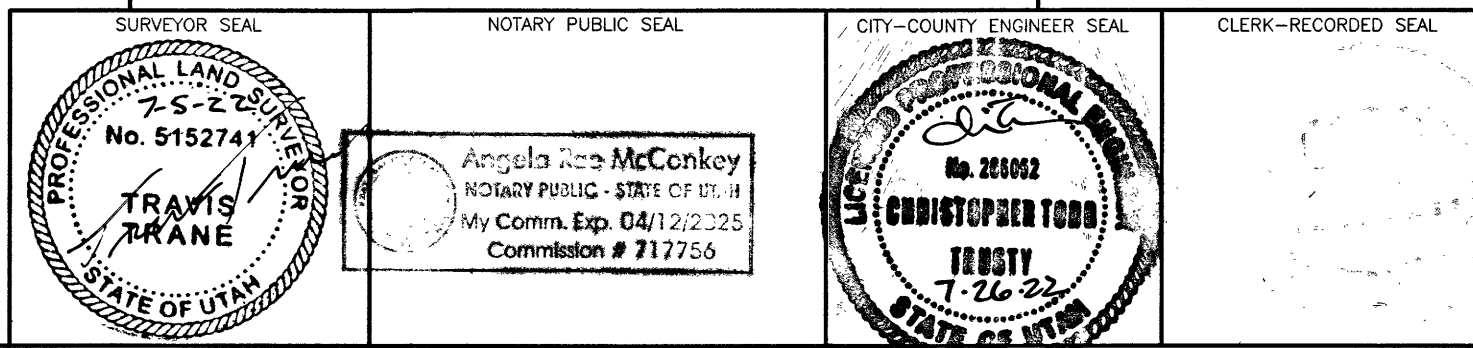
PHASE C PLAT 1

HIDDEN HOLLOW

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

RECORDING INFORMATION
ENT 842552022 Map P 18428
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Aug 01 4:40 PM FEE \$98.00 BY CH
RECORDED FOR EAGLE MOUNTAIN CITY



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



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Thursday, August 8, 2024

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

SUBJECT: Scenic MTN phase 'C' plat 3 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 releases 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

From: [Robert Ballif](#)
To: [Scott Oberhansly](#); [Fionnuala Koford](#); [Gina Olsen, CMC](#); [Loreen Johnson](#)
Subject: exit letter
Date: Monday, August 12, 2024 8:23:05 AM
Attachments: [city_logomark_orangesmall_ea82c5ed-2216-49c0-9c77-95e8bc235b86.png](#)
[Scenic MTN phase C plat 3 exit warranty letter signed.pdf](#)

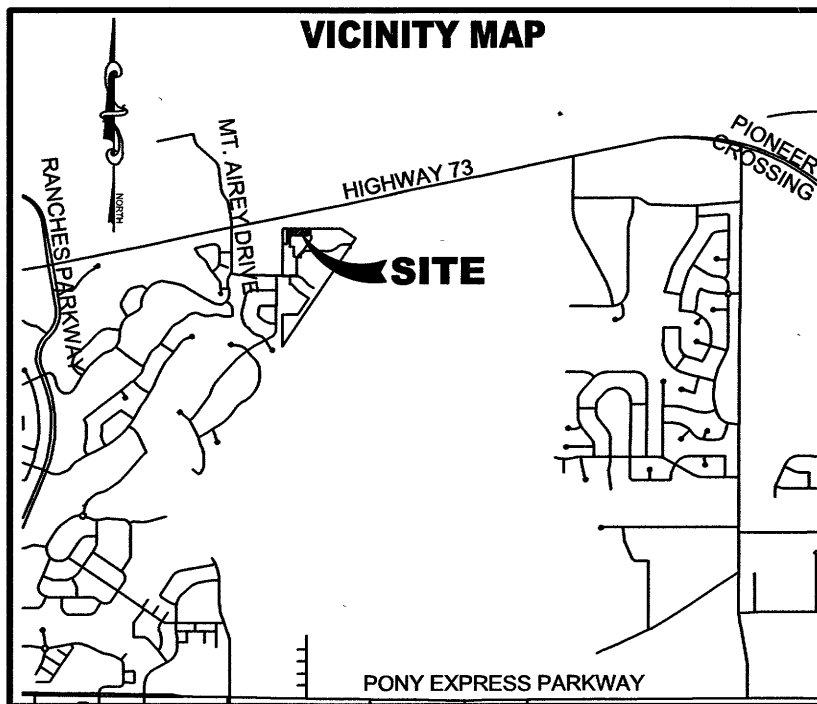
Here is the letter, we did an exit walk through but there were no items to be fixed. So not punch list.



Robert Ballif
ENGINEERING TECH II

801-789-6672
EAGLEMOUNTAINCITY.COM

This e-mail may contain information that is confidential, proprietary, or "non-public personal information". The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information.

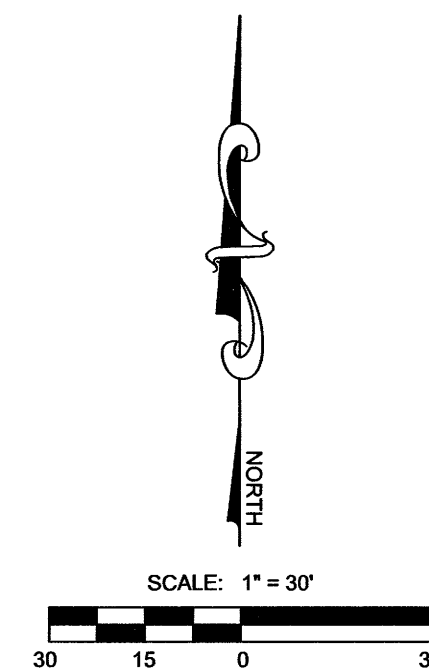


SCENIC MOUNTAIN

PHASE C, PLAT 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN, UTAH

ADDRESSING TABLE			ADDRESSING TABLE		
301	4349 E	LONGLEAF LANE	318	4414 E	HURSTBOURNE DR
302	4353 E	LONGLEAF LANE	319	4410 E	HURSTBOURNE DR
303	4357 E	LONGLEAF LANE	320	4406 E	HURSTBOURNE DR
304	4361 E	LONGLEAF LANE	321	4402 E	HURSTBOURNE DR
305	4365 E	LONGLEAF LANE	322	4398 E	HURSTBOURNE DR
306	4369 E	LONGLEAF LANE	323	4388 E	HURSTBOURNE DR
307	4377 E	LONGLEAF LANE	324	4384 E	HURSTBOURNE DR
308	4381 E	LONGLEAF LANE	325	4380 E	HURSTBOURNE DR
309	4385 E	LONGLEAF LANE	326	4376 E	HURSTBOURNE DR
310	4389 E	LONGLEAF LANE	327	4372 E	HURSTBOURNE DR
311	4393 E	LONGLEAF LANE	328	4464 E	HURSTBOURNE DR
312	4403 E	LONGLEAF LANE	329	4360 E	HURSTBOURNE DR
313	4407 E	LONGLEAF LANE	330	4356 E	HURSTBOURNE DR
314	4411 E	LONGLEAF LANE	331	4352 E	HURSTBOURNE DR
315	4415 E	LONGLEAF LANE	332	4348 E	HURSTBOURNE DR
316	4419 E	LONGLEAF LANE			
317	4423 E	LONGLEAF LANE			

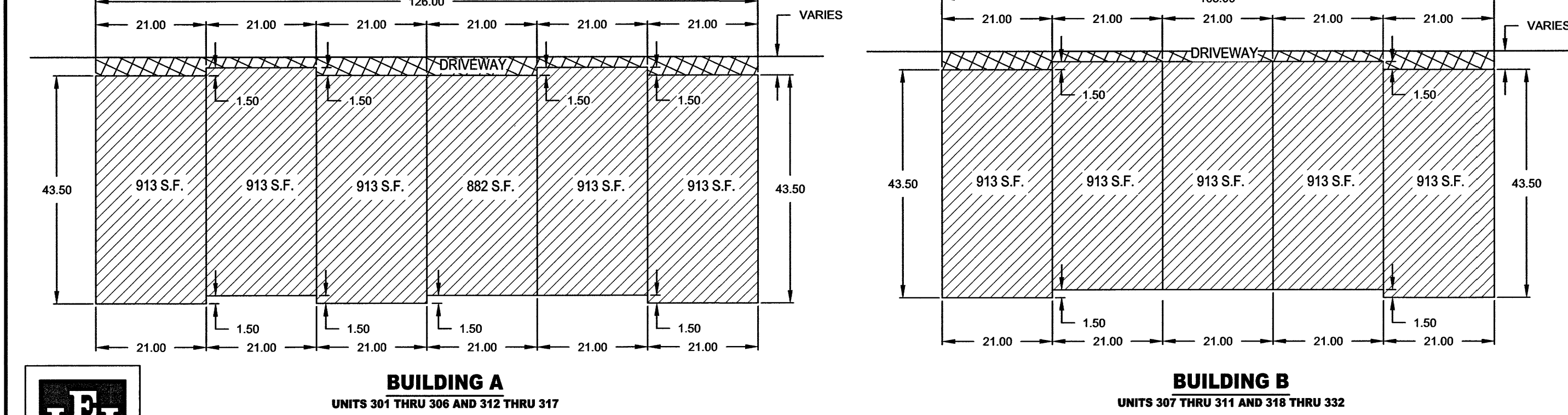
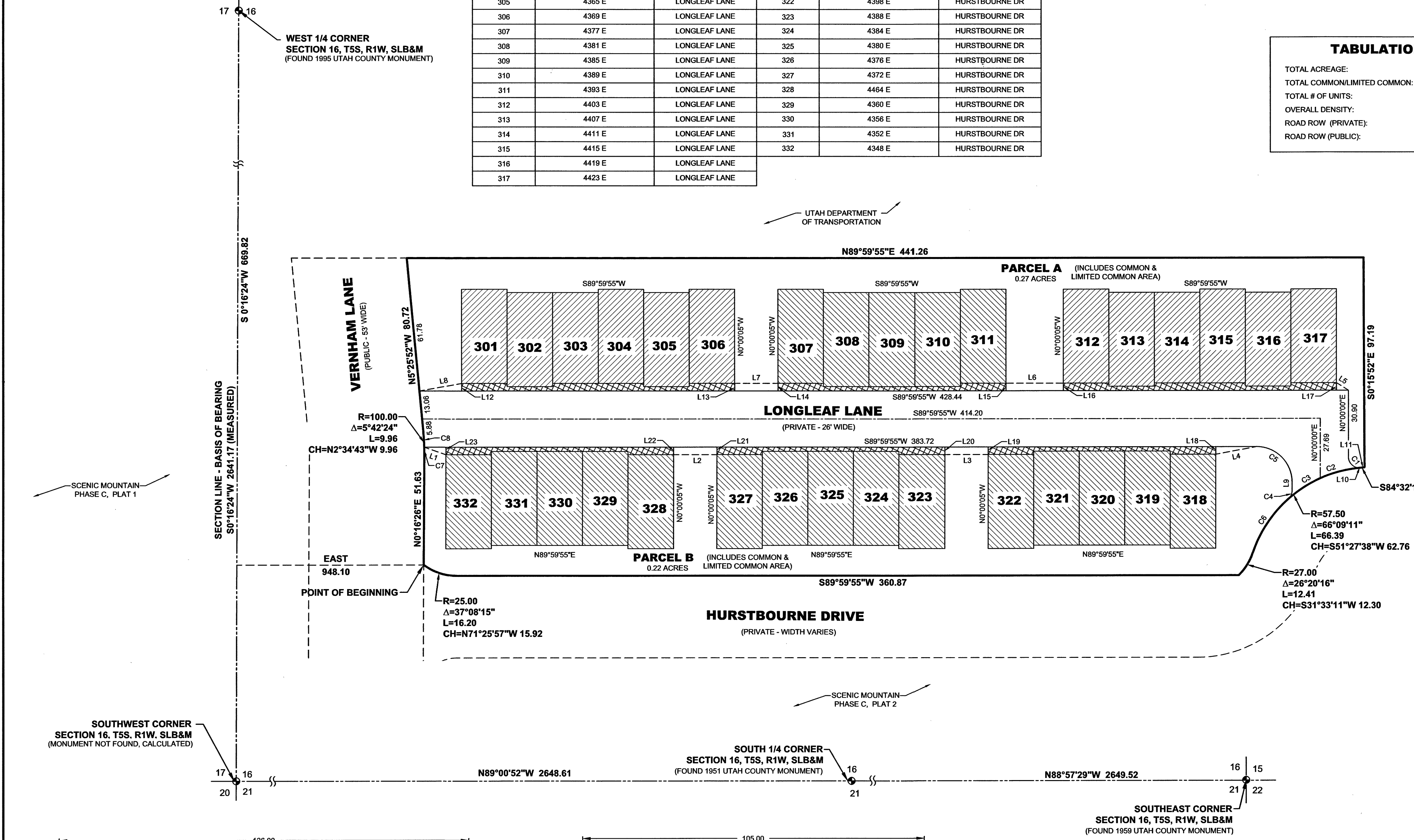


TABULATIONS	
TOTAL ACREAGE:	1.42 ACRES
TOTAL COMMON/LIMITED COMMON:	.46 ACRES
TOTAL # OF UNITS:	32 UNITS
OVERALL DENSITY:	22.53 UNITS/ACRE
ROAD ROW (PRIVATE):	0.27 ACRES
ROAD ROW (PUBLIC):	0.00 ACRES

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N70°45'21"W	10.62
L2	N89°59'35"W	20.00
L3	S89°58'42"W	20.00
L4	S79°24'25"W	19.02
L5	S57°35'44"E	6.53
L6	N89°59'28"E	26.46
L7	N89°59'30"W	20.00
L8	N79°48'24"E	19.78
L9	N0°00'00"E	3.94
L10	N84°32'13"E	0.39
L11	N84°32'13"E	1.99
L12	S0°00'05"E	3.50
L13	S0°00'05"E	3.50
L14	S0°00'05"E	3.50
L15	S0°00'05"E	3.50
L16	S0°00'05"E	3.50
L17	S0°00'05"E	3.50
L18	N0°00'05"W	3.50
L19	N0°00'05"W	3.50
L20	N0°00'05"W	3.50
L21	N0°00'05"W	3.50
L22	N0°00'05"W	3.50
L23	N0°00'05"W	3.50

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	5.00	95°04'21"	8.30	S47°32'36"E 7.38
C2	57.50	18°41'19"	18.76	N75°11'34"E 18.87
C3	57.50	17°29'10"	17.55	N57°06'20"E 17.48
C4	5.00	48°21'44"	4.22	N24°10'52"E 4.10
C5	16.50	90°00'05"	25.92	S45°00'02"E 23.33
C6	57.50	29°58'42"	30.09	S33°22'23"W 29.74
C7	100.00	1°36'17"	2.80	N0°28'28"W 2.80
C8	100.00	4°06'00"	7.16	N3°22'55"W 7.15

LEGEND	
—	BOUNDARY LINE
- - -	CENTERLINE
- · - · -	EASEMENT LINE
—	EXISTING LOT LINES
—	PROPOSED LOT LINE
⊙	PROPOSED STREET MONUMENT
▨	LIMITED COMMON AREA / P.U.E.
▩	PRIVATE AREA
□	COMMON AREA / P.U.E. (LESS PUBLIC ROADWAY)



- NOTES:**
1. TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS, NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
 2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
 3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
 4. PARCELS A & B & PRIVATE ROADWAYS ARE CONVEYED TO & MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION & TO BE PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
 5. ALL COMMON AREA AND LIMITED COMMON AREA TO BE PUBLIC UTILITY AND DRAINAGE EASEMENT.

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

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

DOMINION ENERGY UTAH NOTE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATIONS OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PROSPECTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY OF UTAH

APPROVED THIS 16 DAY OF May, 2022

BY: Barry Eldredge

TITLE: Pre-Conf

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 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.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF VERNHAM LANE, SAID POINT BEING LOCATED S0°16'24"W ALONG THE SECTION LINE 669.82 FEET AND EAST 948.10 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: N0°16'28"E 51.63 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 9.96 FEET WITH A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 05°42'24", CHORD: N02°34'43"W 9.96 FEET; THENCE N5°25'52"W 80.72 FEET TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED AT ENTRY NO. 681082018 IN THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE N89°59'55"E ALONG SAID LINE 441.26 FEET; THENCE S0°15'52"E 97.19 FEET; THENCE S84°32'13"W 2.38 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 66.39 FEET WITH A RADIUS OF 57.50 FEET THROUGH A CENTRAL ANGLE OF 66°09'11", CHORD: S51°27'38"W 62.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 12.41 FEET WITH A RADIUS OF 27.00 FEET THROUGH A CENTRAL ANGLE OF 26°20'16", CHORD: S31°33'11"W 12.30 FEET; THENCE S89°59'55"W 360.87 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 16.20 FEET WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 37°08'15", CHORD: N71°25'57"W 15.92 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±1.42 ACRES

DATE: 4-8-2022

SURVEYOR: Ryan W. Hall (See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, PURSUANT TO UTAH CODE 10-9A-604(1)(D), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA & LIMITED COMMON AREA AS INDICATED HEREON, TO THE SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12896 SOUTH PONY EXPRESS ROAD, SUITE 400, DRAPER, UTAH 84020.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF May, A.D. 2022.

Brett Woodland Brett Woodland
Assistant Secretary, Firestone Scenic Mountain West, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH S.S.
COUNTY OF SALT LAKE

ON THIS 16th DAY OF May, A.D. 2022 PERSONALLY APPEARED BEFORE ME Brett Woodland THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Assistant Secretary OF Firestone Scenic Mountain West, LLC LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

Mindy Dansie
Notary Public, State of Utah
My Commission Expires on: January 15, 2025
Comm. Number: 716224
A NOTARY PUBLIC COMMISSIONED IN UTAH

APPROVAL 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 7 DAY OF June, A.D. 2022.

APPROVED BY MAYOR: Tammy Johnson APPROVED BY CITY ATTORNEY: [Signature]

APPROVED: Christine Turk ENGINEER (See Seal Below) ATTEST: [Signature] CLERK-RECORDER (See Seal Below)

DIRECT COMMUNICATIONS APPROVAL

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

Warren Cuffey 5/3/2022 DATE
DIRECT COMMUNICATIONS

ENT 48704-12022 Map # 18361
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Jun 08 3:12 pm FEE 118.00 BY TH
RECORDED FOR EAGLE MOUNTAIN CITY

PHASE C, PLAT 3

SCENIC MOUNTAIN

SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SCALE: 1" = 30'

SURVEYOR'S SEAL: Ryan W. Hall No. 6310734
NOTARY PUBLIC SEAL: Mindy Dansie No. 716224
CITY COMMISSIONER SEAL: Christine Turk No. 20092
COUNTY-RECORDER SEAL: Andrea Allen No. 20092

This form approved by Utah County and the municipalities therein. LEI #18-02025



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 2, 2024, 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: Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright. Mayor Tom Westmoreland was excused.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Cliff Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Legislative Affairs; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Steven Lehmitz, Planner; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Brad Hickman, Public Works Director; Embret Fossum, Unified Fire Authority Battalion Chief; Eric McDowell, Chief Deputy Sheriff;

CITY STAFF PRESENT ELECTRONICALLY: Chas Glenn, Administrative Assistant; Lianne Pengra, Chief Deputy Recorder; Jeff Weber, Fleet and Facilities/Operations Director;

Mayor Pro Tempore Gray called the meeting to order at 4:02 PM.

1. DISCUSSION AND INFORMATION ITEMS

1.A. DISCUSSION - Bonnell Lot Split Concept Plan

Planner Steven Lehmitz presented the item. The 2.28-acre property, located at 9286 North 3277 East in the Meadow Ranch subdivision, is being proposed for a lot split. The applicant is proposing to divide the current lot so that one of the new lots is at least 1 acre in size. The current zoning is Base Density, which has a minimum lot size of 0.5 acre. The Future Land Use Map designates the Meadow Ranch neighborhood as Agriculture/Rural Density Two. The applicant has stated to Staff that this proposal has been brought to the City previously and has been received positively; however, a formal application has not been submitted. The subdivision of the current lot would be processed with a plat amendment.

[The recording of the discussion can be found online here at 00:00:30 and at 00:38:05.](#)

1.B. DISCUSSION - Towns at Brylee Farms Phase B

Planner Steven Lehmitz presented the item. Brylee Estates/Farms is located at the northwest corner of Eagle Mountain Boulevard and Aviator Avenue. The Brylee Estates Phase B preliminary plat, consisting of townhomes only, was originally approved on July 16, 2019, and then amended on January 5, 2021. The purpose of the amendment was to move and increase open space and

park amenities between both Phase A (single-family homes) and Phase B. There were two final plats approved and recorded within Phase B, with Plat 1's approved on September 29, 2020, and Plat 2's on July 21, 2021. The approved amenities have been constructed in both Phases A and B. The preliminary plat has since expired, and an extension was never requested by the applicant. The City was recently approached with a request to enter into a development agreement to allow the project to be completed as originally approved.

[The recording of the discussion can be found online here at 00:16:10 and 00:40:40.](#)

1.C. DISCUSSION - Lower Tickville Wash--City Boundary to Porters Crossing

Wildlife Biologist/Environmental Planner Todd Black presented the item. Staff has had discussions with the City Council regarding the condition of and management actions needed for Tickville Gulch. These concerns are becoming more apparent, and action is needed sooner, rather than later. At the May 6, 2024 City Council Meeting, members of the public discussed some of these issues with the Council. The cumulative effects of the issues plaguing the Gulch are causing it to not function as it should and, if not addressed, could create even bigger issues over time, including loss of property.

The purpose of this discussion is to bring greater awareness to the issues and obtain direction from the City Council. The Gulch issues include past development, bank alteration and instability, failed plantings, and dirt stockpile. Excessive recreation in the Gulch has also led to stability issues.

[The recording of the discussion can be found online here at 00:51:35.](#)

2. AGENDA REVIEW

12.A. PRELIMINARY PLAT – Eagle Square Commercial

Senior Planner Dave Stroud presented the item. The proposed preliminary plat is in the Porter's Crossing development. The plat contains 5 lots and one parcel that will be developed in the future. The Planning Commission reviewed this request at the June 25, 2024 meeting. Several residents contacted the City to voice concern of a potential hotel at this location. While a hotel is not part of this particular request, a hotel would be a conditional use in the Porter's Crossing MDA.

[The recording of the discussion can be found online here at 01:15:43.](#)

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Identity Signs for Six Wayfinding Signs.

Finance Management Analyst Terrence Dela Pena presented the item. Wayfinding signs currently exist throughout the City, however, they are deteriorating because of exposure to weather conditions and the usual wear and tear for their allowable functionality and appearance. Some signs have become problematic for visibility issues, and others are needed to provide direction to new parks like the Smith Ranch Park and other existing city parks. The new wayfinding signs will adopt the new branding logo and colors, which will support the overall look and feel the City Council, residents, and Staff want for the community. The panels are adjustable and can be

changed depending on which city facilities or amenities need to be highlighted. The timeline will depend primarily on the availability of the wood post, and staff hopes the signs can be installed before the end of fall, this year.

[The recording of the discussion can be found online here at 01:28:04.](#)

13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Psomas Engineering for Consulting Work Related to the General Plan Update.

Planning Director Brandon Larsen presented the item. The proposed agreement with Psomas is for consulting services for preparation of a future land use map and water use and preservation element for the General Plan update. These services include help with items such as public engagement, map preparation, GIS data, water modeling, and data creation. Funding to facilitate this agreement has been previously appropriated by the City Council. Staff raised a concern about Psomas's responsiveness and the possibility of including a responsiveness or timeliness clause in the contract. Staff has since discussed this issue with Psomas, who identified additional ways for staff to contact the project manager. Thus, staff does not foresee this being an issue moving forward and does not see the need to include a responsiveness clause.

[The recording of the discussion can be found online here at 01:49:20.](#)

13.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Public Comment Period Regarding the Creation of a New School District, Pursuant to Utah Code 53G-3-301.4.

City Attorney Marcus Draper presented the item. The Utah Legislature went into special session on June 19, 2024 to consider, among other things, a revision of the statute governing school district creation. The Legislature enacted House Bill 3003 on that date, which the Governor signed on June 21, 2024. The law became effective on the date of the Governor's signature. As a result of this new law, the public comment period regarding the creation of the new school district has been extended to July 31, 2024. This resolution extends Eagle Mountain City's public comment period to match the requirements of state law and reschedules the meeting to take final action on the creation of a new school district from July 16, 2024 to August 6, 2024.

[The recording of the discussion can be found online here at 01:58:29.](#)

13.D. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with REDKOR Brand Campaigns to Create a Marketing Plan.

Communications Manager Tyler Maffitt presented the item. Eagle Mountain City is pursuing this contract to develop a more comprehensive and cohesive messaging strategy. The goal is to ensure that all communications, whether related to tourism, economic development, or other City initiatives, are consistent, agreed upon, and effective in reaching their intended audiences. This strategic approach is intended to achieve outcomes and fully unify the City's voice while enhancing its overall communication efforts now and into the future.

[The recording of the discussion can be found online here at 02:01:10.](#)

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Wright moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Utah State Code Section 52-4-205(1). at p.m. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 6:10 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Pro Tempore Gray called the meeting to order at 7:09 PM.

5. PLEDGE OF ALLEGIANCE

Miss Eagle Mountain Taylee Hunter led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Mayor Pro Tempore Gray opened the public comment period at 7:10 PM.

The following individuals spoke during the public comment period: Alex Clark, Paul Scott, Matt Trayner, Dustin Simmons, Jen Hackett, Karina Woodbury, Elizabeth West, Robin Harmer, Brent Harmer, Jeff Ruth, Amanda Woods, Josiah Teschner, and Bettina Cameron.

Mayor Pro Tempore Gray closed the public comment period at 7:42 PM.

[The recording of the public comments can be found online here at 02:05:30.](#)

8. CITY COUNCIL/MAYOR ITEMS

[The recording of the Councilmember comments can be found online here at 02:37:40.](#)

9. INTRODUCTIONS

9.A. Miss Eagle Mountain 2024

Miss Eagle Mountain Taylee Hunter, Miss Teen Eagle Mountain Brooke Fronk, Miss Eagle Mountain First Attendant Emily Hales, and Miss Teen Eagle Mountain First Attendant Anya Utykanski were introduced to the City Council.

CONSENT AGENDA

10. BOND RELEASES

- 10.A. Brylee Farms Phase A, Plat 5 - Out of Warranty
- 10.B. Rush Creek Phase A, Plat 1 - Into Warranty

11. MINUTES

- 11.A. June 13, 2024 Minutes - Special City Council Meeting
- 11.B. June 18, 2024 Minutes - Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

- 12.A. PRELIMINARY PLAT - Eagle Square Commercial

13. RESOLUTIONS

- 13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Identity Signs for Six Wayfinding Signs.
- 13.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with Psomas Engineering, for Consulting Work Related to the General Plan Update.
- 13.C. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Public Comment Period Regarding the Creation of a New School District, Pursuant to Utah Code 53G-3-301.4.
- 13.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with REDKOR Brand Campaigns to Create a Marketing Plan.

MOTION: *Councilmember Wood moved to approve the Consent Agenda, moving items 12.A. Eagle Square Preliminary Plat, 13.A. A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Identity Signs for Six Wayfinding Signs, and 13.D. A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with REDKOR Brand Campaigns to Create a Marketing Plan to the Scheduled Items for further discussion. Councilmember Wright seconded the motion.*

Donna Burnham Yes

Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:01:00.](#)

SCHEDULED ITEMS

12. PRELIMINARY PLATS & SITE PLANS

12.A. PRELIMINARY PLAT - Eagle Square Commercial

Senior Planner Dave Stroud presented the item. The proposed preliminary plat is in the Porter's Crossing development. The plat contains 5 lots and one parcel that will be further developed in the future. The Planning Commission reviewed this request at the June 25, 2024 meeting. Several residents contacted the City to voice concern of a potential hotel at this location. While a hotel is not part of this particular request, a hotel is a conditional use in the Porter's Crossing MDA.

[The recording of the discussion can be found online here at 03:02:10.](#)

MOTION: *Councilmember Burnham moved to table the Eagle Square Commercial Preliminary Plat, with instruction to staff to work out the legal issues with the language in the Third Amendment to the Master Development Agreement, or to bring the Amendment to the Council in conjunction with the Preliminary Plat. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:10:51.](#)

13. RESOLUTIONS

13.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Identity Signs for Six Wayfinding Signs.

Finance Management Analyst Terrence Dela Pena presented the item. Wayfinding signs currently exist throughout the City; these are deteriorating due to exposure to weather conditions and the usual wear and tear for their allowable functionality and appearance. Some signs have become problematic for visibility issues, while others are needed to direct the public to new parks such as Smith Ranch Park and other existing city parks. The new wayfinding signs will adopt the new branding logo and colors, which will support the overall look and feel the City Council, residents, and Staff want for the community. The panels are adjustable and can be changed depending on

which city facilities or amenities need to be highlighted. The timeline will depend primarily on the availability of the wood post, and staff hopes the signs can be installed before the end of fall this year.

[The recording of the discussion can be found online here at 03:11:40.](#)

The City Council determined to deny the approval of the agreement and directed staff to find a more durable material for the signs, as well as a lower installation cost option.

MOTION: *Councilmember Wood moved to deny the approval of a Resolution of Eagle Mountain City, Utah, for an Agreement with Identity Signs for Six Wayfinding Signs with instructions to staff to find a more durable material for the signs and a lower installation cost option. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 03:26:40.](#)

- 13.D. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with REDKOR Brand Campaigns to Create a Marketing Plan.

This item was discussed after item 14.A.

Communications Manager Tyler Maffitt presented the item. Communications Manager Tyler Maffitt presented the item. Eagle Mountain City is pursuing this contract to develop a more comprehensive and cohesive messaging strategy. The goal is to ensure that all communications, whether related to tourism, economic development, or other City initiatives, are consistent, agreed upon, and effective in reaching their intended audiences. This strategic approach is intended to achieve outcomes and fully unify the City's voice while enhancing its overall communication efforts now and into the future.

[The recording of the discussion can be found online here at 04:09:48](#)

The City Council determined to amend the terms of the agreement to include a month-to-month plan of \$3,500 per month that can be discontinued at any time, to include a benchmark plan with the economic portion of the scope of work frontloaded, and that the agreement not exceed 14 months.

MOTION: *Councilmember Wood moved to approve of a Resolution of Eagle Mountain City, Utah, Approving a Professional Services Agreement with REDKOR Brand Campaigns to Create a Marketing Plan, with a month-to-month plan of \$3,500 per month that can be discontinued at any time, with a benchmark plan with*

economic portion of the scope of work frontloaded, and not to exceed 14 months. Councilmember Burnham seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:39:49.](#)

14. ORDINANCES/PUBLIC HEARINGS

- 14.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 2.10 Mayor and 2.15 City Council Regarding Elected Official Compensation.

This item was discussed after item 13.A.

Interim City Manager Steve Mumford presented the item. The proposed ordinance updates Eagle Mountain Municipal Code to align with the approved Fiscal Year 2025 Annual Budget.

[The recording of the discussion can be found online here at 03:27:48](#)

Mayor Pro Tempore Gray opened the public hearing at 8:37 PM.

Bettina Cameron spoke during the public hearing.

Mayor Pro Tempore Gray closed the public hearing at 8:39 PM.

[The recording of the public hearing comments can be found online here at 03:32:33.](#)

The Council determined to amend the ordinance to increase the mayor's annual compensation as a primary source of income to \$119,800, the mayor's annual compensation as a secondary source of income to \$30,470, and the city council's annual compensation to \$18,100.

MOTION: *Councilmember Wright moved to approve Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 2.10 Mayor and 2.15 City Council Regarding Elected Official Compensation, with the following changes:*

- 1. EMMC 2.10.020(B)(1) is amended to, "Mayor's annual compensation as a primary source of income: \$127,000."*
- 2. EMMC 2.10.020(B)(2) is amended to, "Mayor's annual compensation as a secondary source of income: \$30,470 plus \$600 per month transportation allowance."*
- 3. EMMC 2.15.010(A) is amended to, "Each member of the city council shall be paid annual compensation in the amount of \$20,500 and shall be entitled to receive other benefits that are provided by the city or*

incidental to the city council member's duties such as a computer (tablet), conference fees, professional memberships, etc."

4. EMMC 2.15.010(B) is removed in its entirety.

5. The effective date be January 1, 2025.

Councilmember Wood seconded the motion.

AMENDED MOTION: *Councilmember Wright moved to approve Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 2.10 Mayor and 2.15 City Council Regarding Elected Official Compensation, with the following changes:*

1. EMMC 2.10.020(B)(1) is amended to, "Mayor's annual compensation as a primary source of income: \$119,800 plus \$600.00 per month transportation allowance."

2. EMMC 2.10.020(B)(2) is amended to, "Mayor's annual compensation as a secondary source of income: \$30,470 plus \$600 per month transportation allowance."

3. EMMC 2.15.010(A) is amended to, "Each member of the city council shall be paid annual compensation in the amount of \$18,100 and shall be entitled to receive other benefits that are provided by the city or incidental to the city council member's duties such as a computer (tablet), conference fees, professional memberships, etc."

4. The effective date be January 1, 2025.

Councilmember Wood seconded the motion.

Donna Burnham Yes

Melissa Clark No

Jared Gray Yes

Rich Wood Yes

Brett Wright Yes

The motion passed with a vote of 4:1.

[The recording of the motion can be found online here at 04:04:35.](#)

- 14.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 16.35.090 Privacy Fencing, Chapter 17.10 Definitions, and Chapter 17.60 Landscaping Buffering Fencing and Transitioning, and Enacting Chapter 17.64 Retaining Walls.

Senior Planner Robert Hobbs presented the item. The proposed ordinance clarifies the defined term "durable materials," provides clarification regarding how much "painted hog wire" fencing is allowed in a residential fence section, specifies the kind and color of new or replacement fencing along the Ranches Parkway; and assigns more complete standards for retaining walls and addresses where they are prohibited. This item was tabled at the June 18, 2024 City Council meeting.

[The recording of the discussion can be found online here at 04:41:35](#)

The public hearing was continued from the previous City Council meeting. Mayor Pro Tempore Gray called for additional comments. As there were no comments, he closed the hearing at 10:03 PM.

The Council determined to table the proposed ordinance to allow staff to make additional changes.

MOTION: *Councilmember Wood moved to table an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 16.35.090 Privacy Fencing, Chapter 17.10 Definitions, and Chapter 17.60 Landscaping Buffering Fencing and Transitioning, and Enacting Chapter 17.64 Retaining Walls. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:54:12.](#)

15. ORDINANCES

15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 17.32, Historic Zones.

Senior Planner Robert Hobbs presented the item. The proposed ordinance enacts Eagle Mountain Municipal Code Chapter 17.32, Historic Zones to assist the City in sharing and enforcing its development rules in a consistent and legally supportable manner, while awaiting rezoning of some properties in the community to bring them into compliance with 2024 codes. This item was tabled at the June 18, 2024 City Council meeting.

[The recording of the discussion can be found online here at 04:55:06](#)

The Council determined to table the ordinance to allow staff to bring the item back to a future meeting along with a rezone request which was discussed during the meeting.

MOTION: *Councilmember Wood moved to table an Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 17.32, Historic Zones, to be brought back to the August 6, 2024 City Council meeting. Councilmember Wright seconded the motion.*

Donna Burnham	No
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a vote of 4:1.

[The recording of the motion can be found online here at 05:41:47.](#)

16. LEGISLATIVE ITEMS

16.A. UPDATE - Legislative Priorities List

Director of Legislative Affairs Clifford Strachan presented updates to the legislative priorities list.

[The recording of the discussion can be found online here at 05:44:20.](#)

17. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

The City Council provided comments on City business and reports on the boards they are assigned to as liaisons to the City Council.

[The recording of the City Council's business and liaison reports can be found online here at 05:59:45.](#)

18. COMMUNICATION ITEMS

18.A. Department Updates

18.B. Financial Report

18.C. Upcoming Agenda Items

19. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn at 11:21 PM. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 11:21 PM.

Approved by the City Council on August 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 10, 2024, 8:00 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

8:00 PM EMERGENCY MEETING – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Marcus Draper, City Attorney; Brad Hickman, Public Works Director; Mack Straw; Public Utilities Manager; and Lianne Pengra, Chief Deputy Recorder.

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 8:00 PM.

2. PROCLAMATION

- 2.A. PROCLAMATION – A Proclamation of the Mayor of Eagle Mountain City Regarding Short-Term Water Prohibitions on the Outdoor Use of Water in a Portion of Eagle Mountain City.

Interim City Manager Steve Mumford presented the item. The proclamation is in response to the demand for water in an area north of SR-73 surpassing the ability to produce water into the high-pressure zone. Two options were provided to the City Council for consideration, and the Council determined to approve the proclamation with option 2 and to allow individuals to provide water to animals, hand watered gardens, and drip irrigation.

[The recording of the discussion can be found online here at 00:00:25.](#)

MOTION: *Councilmember Gray moved to adopt a Proclamation of the Mayor of Eagle Mountain City Regarding Short-Term Water Prohibitions on the Outdoor Use of Water in a Portion of Eagle Mountain City, selecting option 2 as the area in which the outdoor use of water is prohibited, and allowing individuals to provide water to animals, hand watered gardens, and drip irrigation. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed unanimously.

[The recording of the motion can be found online here at 00:34:44.](#)

3. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 8:36 PM. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 8:36 PM.

Approved by the City Council on August 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 10, 2024, 8:00 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

8:00 PM SPECIAL MEETING – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Fionnuala Kofoed, Assistant City Manager/City Recorder; Marcus Draper, City Attorney; Brad Hickman, Public Works Director; and Lianne Pengra, Chief Deputy Recorder.

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 8:38 PM.

2. RESOLUTION

- 2.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Determining the Final Applicants for the City Manager Position.

Mayor Westmoreland presented the item and explained that the City Council discussed the candidates brought forward by the recruiting firm and created a short list of applicants to interview. Scott Krim with Colin Baenziger and Associates also provided information to the Council regarding the interview process.

[The recording of the discussion can be found online here at 00:00:20.](#)

The Council determined to move forward in the City Manager interview process with the following applicants: Rose Beverly, David Fraser, Mike Morris, Steve Mumford, Mark Morris, Steve Mumford, Mark Rooney, and Cliff Strachan.

MOTION: *Councilmember Wood moved to approve a Resolution of Eagle Mountain City, Utah, Determining the Final Applicants for the City Manager Position with the following applicants: Rose Beverly, David Fraser, Mike Morris, Steve Mumford, Mark Morris, Steve Mumford, Mark Rooney, and Cliff Strachan. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed unanimously.

[The recording of the motion can be found online here at 00:06:18.](#)

3. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 8:46 PM. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 8:46 PM.

Approved by the City Council on August 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 16, 2024, 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: Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright. Mayor Tom Westmoreland arrived at 5:12 PM.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Legislative Affairs; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resources Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Steven Lehmitz, Planner; Lianne Pengra, Chief Deputy Recorder; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; Michele Graves, Library Director; Embret Fossum, Unified Fire Authority Battalion Chief; and BJ Eccles, Sergeant.

Mayor Pro Tempore Gray called the meeting to order at 4:09 PM.

1. INFORMATION ITEMS

1.A. DISCUSSION – Public Engagement Survey for the General Plan Update.

Planning Director Brandon Larsen and Ron Gailey with Onpoint Insights presented the item. Onpoint Insights and Planning staff have been working to prepare a draft survey to engage City residents on topics germane to updating the City's General Plan. Topics include land use, growth/development, housing, transportation, recreation, etc. The resident's experiences, preferences, and opinions will be very valuable as the City considers updating its land use related policies. Onpoint and staff worked to refine the survey questions which were presented during the discussion. Staff believe the survey will provide helpful data to show the successes and challenges residents are experiencing in the City.

[The recording of the discussion can be found online here at 00:00:05.](#)

2. AGENDA REVIEW

9.A. WDG Website Services Change Order #1

Economic Development Director Evan Berrett presented the item. The change order is not a modification of what has been shared in the past. The contract with WDG allowed for the City to make use of some optional services, such as Content & SEO Strategy, Content Migration, and the “Innovation Budget” that acts as buffer hours for requested features or working on

tools/services that go beyond the typical website build. Our team has opted to use only the option of the buffer or “innovation” hours to gain access to functionality desired by residents. The base cost of completing the website was presented to the Council in January as \$95,000, with the innovation budget taking the final project cost to \$135,000. The innovation budget will help us to implement an industry-leading search tool for the website, and develop custom functionality, allowing for residents to create their own individualized dashboards or quick-access menus.

[The recording of the discussion can be found online here at 00:23:10.](#)

- 12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Eagle Mountain City Consolidated Fee Schedule.

The proposed resolution is a housekeeping item that adds an appendix detailing the City's impact fees, clarifies that additional impact fees will not be assessed for accessory dwelling units, and that interments at the Pony Express Memorial Cemetery are not available on holidays.

The City Council determined to include updates to impact fees on the Legislative Priority List to ensure that the impact fees are updated biannually.

[The recording of the discussion can be found online here at 00:41:55.](#)

- 12.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Confirming the Intent to Adjust the Boundary Line of Certain Real Property from the Geographical Boundaries of the Town of Cedar Fort to the Geographical Boundaries of Eagle Mountain City.

City Attorney Marcus Draper and applicant representative Chase Andrizzi with Oquirrh Wood Ranch LLC presented the item. Oquirrh Wood Ranch owns 120 acres of land on 2 parcels directly west of the Tyson plant that is currently located in Cedar Fort. They would like to adjust the municipal boundaries between Eagle Mountain and Cedar Fort in accordance with Utah Code Section 10-2-419 in order to annex the parcels into Eagle Mountain. In order to that, both municipalities have to adopt resolutions signifying an intent to initiate a boundary adjustment. The municipal councils of each jurisdiction would then have to hold a public hearing no less than 60 days after the adoption of the resolution. Following their respective public hearings, the municipal councils of each jurisdiction would have to adopt an ordinance approving the boundary adjustment before it could become final. If annexed into the City, the parcels would become eligible for automatic inclusion into the Firefly ARMDA upon notice from the master developer. It is the developer's intent to do so. Pursuant to the ARMDA, the developer would be entitled to develop the property as industrial or commercial. Residential development would not be possible without amending the ARMDA.

[The recording of the discussion can be found online here at 00:54:04.](#)

- 13.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.55.120 Tables, Regarding Parking Requirements for Hotel, Motel, and Bed and Breakfast Uses.

Economic Development Director Evan Berrett presented the item. The proposed ordinance amends Table 17.55.120(c) Required Parking by Land Use to change the parking standard for hotels, motels, and bed and breakfasts from one stall per bed to one stall per sleeping unit, plus one stall for each employee on duty, and one stall for every 200 square feet of banquet, meeting room, or restaurant space within the building.

[The recording of the discussion can be found online here at 00:58:05.](#)

- 13.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code to Enact Chapter 17.69 Second Kitchens or Kitchenettes.

Planner Steven Lehmitz presented the item. The proposed ordinance enacts EMMC 17.69 Second Kitchens or Kitchenettes, which clarifies that second kitchens can be established without creating an accessory dwelling unit.

[The recording of the discussion can be found online here at 01:12:09.](#)

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Wood moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation; and/or the purchase, lease, or exchange of real property, pursuant to Utah State Code Section 52-4-205(1). at p.m. Councilmember Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 5:25 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:09 PM.

5. PLEDGE OF ALLEGIANCE

Councilmember Gray led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:11 PM.

Jeff Ruth spoke during the public comment period regarding upkeep of City property.

Mayor Westmoreland closed the public comment period at 7:22 PM.

[The recording of the public comments can be found online here at 01:17:36.](#)

8. CITY COUNCIL/MAYOR ITEMS

[The recording of the Mayor and Councilmember comments can be found online here at 01:29:40.](#)

CONSENT AGENDA

9. CHANGE ORDERS

9.A WDG Website Services Change Order #1

10. BOND RELEASES

10.A. Sunset Flats Phase A, Plat 2 – Out of Warranty

11. MINUTES

11.A. July 9, 2024 Minutes - Special City Council Meeting

12. RESOLUTIONS

12.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Eagle Mountain City Consolidated Fee Schedule.

12.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah, Confirming the Intent to Adjust the Boundary Line of Certain Real Property from the Geographical Boundaries of the Town of Cedar Fort to the Geographical Boundaries of Eagle Mountain City.

MOTION: *Councilmember Clark moved to approve the Consent Agenda, moving item 9.A. WDG Website Services Change Order #1 to the Scheduled Items for further discussion. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 1:47:25.](#)

SCHEDULED ITEMS

9. CHANGE ORDERS

9.A WDG Website Services Change Order #1

Economic Development Director Evan Berret provided the update regarding the changes to the contract language discussed during the work session: Everything after the first sentence in Section 2 will be removed and replaced with, “While this estimate is prepared with precision and with the details provided to WDG during the estimation, WDG has the right to account for unknown variables that may affect the final budget, timeline, or fee structure.”

[The recording of the discussion can be found online here at 1:43:10 and 1:48:00.](#)

MOTION: *Councilmember Burnham moved to approve the WDG Website Services Change Order #1 with the following change: Everything after the first sentence in Section 2 will be removed and replaced with, “While this estimate is prepared with precision and with the details provided to WDG during the estimation, WDG has the right to account for unknown variables that may affect the final budget, timeline, or fee structure.” Councilmember Clark seconded the motion.*

[The recording of the discussion regarding the motion can be found online here at 01:51:40.](#)

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	No
Brett Wright	Yes

The motion passed with a vote of 4:1.

[The recording of the motion can be found online here at 01:50:55.](#)

13. ORDINANCES/PUBLIC HEARINGS

- 13.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.55.120 Tables, Regarding Parking Requirements for Hotel, Motel, and Bed and Breakfast Uses.

The proposed ordinance amends Table 17.55.120(c) Required Parking by Land Use to change the parking standard for hotels, motels, and bed and breakfasts from one stall per bed to one stall per sleeping unit, plus one stall for each employee on duty, and one stall for every 200 square feet of banquet, meeting room, or restaurant space within the building.

[The recording of the discussion can be found online here at 02:02:16.](#)

Mayor Westmoreland opened the public hearing at 7:57 PM. As there were no comments, he closed the hearing.

The Council discussed potential changes regarding trailer and bus parking, and bed and breakfast licensing, and determined to approve the ordinance as presented.

MOTION: *Councilmember Burnham moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 17.55.120 Tables, Regarding Parking Requirements for Hotel, Motel, and Breakfast Uses. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:11:38.](#)

- 13.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Enact Chapter 17.69 Second Kitchens or Kitchenettes.

The proposed ordinance enacts EMMC 17.69 Second Kitchens or Kitchenettes, which clarifies that second kitchens can be established without creating an accessory dwelling unit.

[The recording of the discussion can be found online here at 02:18:48.](#)

Mayor Westmoreland opened the public hearing at 8:12 PM. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Enact Chapter 17.69 Second Kitchens or Kitchenettes. Councilmember Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:19:22.](#)

14. LEGISLATIVE ITEMS

- 14.A. UPDATE - Legislative Priorities List

Director of Legislative Affairs Clifford Strachan reported that there were no significant changes to the Legislative Priorities List.

- 14.B. Mortgage Assistance Program

Director of Legislative Affairs Clifford Strachan presented the item. Moderate Income Housing Chapter Nine in the General Plan identifies five moderate income housing strategies as action items for achieving the overall goal and the objectives and were chosen from the strategies identified in UCA 10-9a403(2)(b)(iii). Strategy number two proposes to "Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality."

Following a presentation on this topic at the June 18, 2024, City Council meeting in which the Council provided feedback concerning the elements and objectives of a mortgage assistance program, staff has worked on a draft framework for the City Council's consideration, which was presented during the meeting.

[The recording of the discussion can be found online here at 02:21:48.](#)

15. CITY COUNCIL/MAYOR'S BUSINESS

16. CITY COUNCIL BOARD LIAISON REPORTS

The City Council provided comments on City business and reports on the boards they are assigned to as liaisons to the City Council.

[The recording of the Mayor and Council's business and liaison reports can be found online here at 03:17:23.](#)

17. COMMUNICATION ITEMS

17.A. Upcoming Agenda Items

18. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 9:52 PM. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 9:52 PM.

Approved by the City Council on August 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 27, 2024, 1:00 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

1:00 P.M. SPECIAL SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Fionnuala Kofoed, Assistant City Manager/City Recorder; and Lianne Pengra, Chief Deputy Recorder.

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 1:50 PM. The meeting was delayed from its original 1:00 PM start time.

2. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Gray moved to adjourn to a closed session for the purpose of discussion of the character, professional competency, or physical or mental health of an individual, pursuant to Utah State Code Section 52-4-205(1). Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 1:51 PM.

3. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:56 PM.

4. RESOLUTIONS

- 4.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Extending an Offer for the Position of City Manager and Authorizing the Mayor to Negotiate an Employment Agreement.

MOTION: *Councilmember Wood moved to adopt a Resolution of Eagle Mountain City, Utah, Extending an Offer for the Position of City Manager and Authorizing the*

Mayor to Negotiate an Employment Agreement. Councilmember Wright seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 00:01:17.](#)

5. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 8:00 PM. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 8:00 PM.

Approved by the City Council on August 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

August 6, 2024, 4:00 p.m.

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Manager/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Director of Legislative Affairs; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resources Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; David Stroud, Senior Planner; Ashley Swensen, Planner; Todd Black, Wildlife Biologist/Environmental Planner; Lianne Pengra, Chief Deputy Recorder; Mack Straw, Public Utilities Manager; Chris Trusty, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; Bailey Ensign, Digital Communications Specialist; Lauren Yu, Law Clerk; Embret Fossum, Unified Fire Authority Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

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

1. DISCUSSION AND INFORMATION ITEMS

1.A. PRESENTATION – 2024 Eagle Mountain

This item was removed from the agenda.

1.B. DISCUSSION – REDKOR Marketing Plan

This item was discussed after Item 1.C.

Communications Manager Tyler Maffitt and REDKOR representatives Rushford Lee and Drea Leary presented the item. The City Council recently entered into a contract with REDKOR Brand Campaigns for marketing services targeting key areas. This discussion was designed to receive council feedback around how best to target key audiences and prioritize marketing efforts.

[The recording of the discussion can be found online here at 00:39:52.](#)

1.C. DISCUSSION – City Code Amendments

This item was discussed prior to Item 1.B.

Eagle Mountain City Law Clerk Lauren Yu presented potential changes to Municipal Code relating to residential rental unit licensing.

[The recording of the discussion can be found online here at 00:03:33.](#)

1.D. DISCUSSION – Public Art

This item was discussed after Item 16.A.

Grants Coordinator/Management Analyst Natalie Winterton presented the item. Staff previously presented to the City Council regarding public art. The feedback given during that meeting was taken under consideration and incorporated into an updated plan presented during this meeting. The plan includes more details about what a holistic public art process would look like, and includes a recommendation for a public art project.

[The recording of the discussion can be found online here at 03:04:55.](#)

2. AGENDA REVIEW

13.A. PRELIMINARY PLAT – Ranches Crossing

Senior Planning David Stroud and applicant representative Brian Haskell presented the item. The request is for a commercial subdivision governed by the Commercial Community zone. The plat will permit commercial development of the property which has two active site plan applications under review. The property is located at approximately 8050 N Clear Rock Road.

[The recording of the discussion can be found online here at 01:28:00.](#)

3. ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Burnham moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Utah State Code Section 52-4-205(f). at p.m. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 01:57:46.](#)

The meeting was adjourned into closed session at 6:21 PM.

7:00 PM POLICY SESSION – CITY COUNCIL CHAMBERS

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:22 PM.

5. PLEDGE OF ALLEGIANCE

Councilmember Burnham led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Mayor Westmoreland opened the public comment period at 7:25 PM.

The following individuals spoke during the public comment period: Nicole Miles, Kaeley White, Melissa Sauser, Anthony Kretschmer, and Matt Everett.

Mayor Westmoreland closed the public comment period at 7:42 PM.

[The recording of the public comments can be found online here at 02:57:00.](#)

8. CITY COUNCIL/MAYOR ITEMS

The Mayor and Councilmembers offered comments to the public.

[The recording of the Mayor and Councilmember comments can be found online here at 02:19:55.](#)

9. APPOINTMENTS

9.A. LIBRARY ADVISORY BOARD

MOTION: *Councilmember Clark moved to appoint Joshua Biagio to the Library Advisory Board, completing a term through December 2025. Councilmember Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:31:25.](#)

10. INTRODUCTIONS AND OATH OF OFFICE

10.A. EAGLE MOUNTAIN YOUTH COUNCIL

1. Youth Council Mayor Benjamin Bird
2. Youth Councilmember Ericcson Ansah-Antwi

3. Youth Councilmember Eliza Bird
4. Youth Councilmember KJ Call
5. Youth Councilmember Ed Vanisi
6. Youth Councilmember Lucy Washburn

The 2024-2025 Eagle Mountain City Youth Councilmembers were introduced, and City Recorder Fionnuala Kofoed administered the oath of office to Joshua Biagio and to the Youth Councilmembers in attendance.

[The recording of the introduction and Oaths of Office can be found online here at 02:32:19.](#)

CONSENT AGENDA

11. BOND RELEASES

11.A. Parkway Fields Phase A, Plat 2.1 – Into Warranty

Staff and Council discussed the completion of Parcel A in the Parkway Fields Phase A, Plat 2.1 subdivision.

[The recording of the discussion can be found online here at 02:41:34.](#)

11.B. Parkway Fields Phase A, Plat 2.2 – Into Warranty

11.C. Parkway Fields Phase A, Plat 2.3 – Into Warranty

11.D. Ranches Estates Plat A – Out of Warranty

11.E. Ranches Estates Plat C – Out of Warranty

12. CHANGE ORDERS

12.A. Change Order #2 – Smith Ranch Community Park – S&L Inc.

12.B. Change Order #2 – Smith Ranch Community Park – Big T Recreation

13. PRELIMINARY PLATS AND SITE PLANS

13.A. PRELIMINARY PLAT – Ranches Crossing

Senior Planner David Stroud and applicant representative Brian Haskell answered questions regarding the item. The request is for a commercial subdivision governed by the Commercial Community zone. The plat will permit commercial development of the property which has two active site plan applications under review. The property is located at approximately 8050 N Clear Rock Road.

[The recording of the discussion can be found online here at 02:44:07.](#)

13.B. SITE PLAN – Ranches Crossing Drive Through

14. RESOLUTIONS

14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Adobe Value Incentive Plan Terms and Conditions.

Director of Administrative Services Kimberly Reusch and Economic Development Director Evan Berrett answered questions regarding the item. Eagle Mountain City currently pays for several licenses of Adobe Software, primarily for Adobe Acrobat Pro, in addition to a handful of Creative Suite applications. The licenses are obtained directly from Adobe as part of a program called the Value Incentive Plan (VIP), which is reserved for commercial, non-profit, or government users. This allows the City to obtain licensing at discounted rates and have a management platform to easily transfer licenses from employee to employee. Recently, with the growth in the organization, the City reached the threshold to be offered a 3-year licensing arrangement with Adobe. The resolution commits the City for three years and accepts the terms of the 3-year VIP offering.

[The recording of the discussion can be found online here at 02:53:45.](#)

14.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policy for Approval of Minutes.

14.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving a Cooperative Agreement between Eagle Mountain City and the Utah Department of Natural Resources, Division of Wildlife Resources for the Completion of the Eagle Mountain Wildlife Migration Corridor Preservation FY25 Project.

The Cooperative Agreement between the City and Utah Division of Wildlife Resources would permit the City to continue, and be reimbursed for, the wildlife corridor fencing project. Plans this year are to continue the fence to State Road 73 and around the Lone Tree hill area. The City has had similar annual agreements for the previous 2 years

[The recording of the discussion can be found online here at 02:58:36.](#)

14.D. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Utah County for Funding for Airport Road from Pony Express Parkway to State Road 73.

MOTION: *Councilmember Gray moved to approve the Consent Agenda. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 3:00:52.](#)

SCHEDULED ITEMS

15. RESOLUTIONS

- 15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Proposal for the Creation of a New School District, Pursuant to Utah Code 53G-3-301.4, Scheduling Final Action on the Creation of a New School District, and Related Matters.

This item was presented prior to the Consent Agenda.

MOTION: *Councilmember Gray moved to adopt a Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Adobe Value Incentive Plan Terms and Conditions. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 02:37:53.](#)

16. LEGISLATIVE ITEMS

- 16.A. UPDATE – Legislative Priorities List

Director of Administrative Services Clifford Strachan presented updates to the Legislative Priorities List.

[The recording of the discussion can be found online here at 03:01:44.](#)

17. CITY COUNCIL/MAYOR'S BUSINESS AND LIAISON REPORTS

The Mayor and City Councilmembers provided comments on City business and reports on the boards and commissions to which they are assigned to as liaisons.

[The recording of the Mayor and Councilmember comments can be found online here at 03:59:56.](#)

18. COMMUNICATION ITEMS

- 18.A. Department Updates

- 18.B. Upcoming Agenda Items

ADJOURN TO A CLOSED SESSION

MOTION: *Councilmember Clark moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Utah State Code Section 52-4-205(1). at p.m. Councilmember Gray seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:07:14.](#)

The meeting was adjourned into closed session at 9:30 PM.

19. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn the meeting at 10:51 PM. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

[The recording of the motion can be found online here at 04:08:35.](#)

The meeting was adjourned at 10:51 PM.

Approved by the City Council on August 20, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook HGS LC for the Acquisition of a Right-of-Way along Old Airport Road.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$293,400
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	3.26 Acres

PUBLIC HEARING

No

PREPARED BY

Chris Trusty, City Engineer

PRESENTED BY

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, approving an Amended Purchase Agreement with Holbrook HGS LC for the acquisition of a right-of-way along Old Airport Road, and authorize the Mayor to sign the contract.

BACKGROUND:

Based on the recent sale of property north of SR 73, the owner feels that the appraisal and offer made by the City were not in line with the actual value of the property. As such, the property owner has asked that the City pay for 5 years of rollback taxes for this property.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Holbrook HGS LC - Amended Agreement
2. Purchase Agreement - Holbrook HGS - REDLINES
3. Purchase Agreement - Holbrook HGS

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE PURCHASE AGREEMENT WITH HOLBROOK HGS LC FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Amend the Purchase Agreement with Holbrook HGS LC for the acquisition of Right-of-Way along Old Airport Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Holbrook HGS LC is amended, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

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, Utah on the 20th day of August, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Holbrook HGS, LC, a Utah limited liability company (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 161.82 acres of undeveloped land located in the City, Utah County Parcel Number 4858:047:0008 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 3.26 acres of the Land from parcel 4858:047:0008, as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be Two Hundred Ninety Three Thousand Four Hundred dollars (\$293,400) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 3.26 acres and a price of Ninety Thousand dollars (\$90,000) per acre. The Purchase Price is for the underlying undeveloped land only. No mineral rights, water, or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants,

conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “**Closing**” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“**Official Records**”).
- b. **Place of Closing.** The Closing shall be coordinated by Union Title (the “**Title Company**”) c/o Jennifer Tucker, Esq., jennifer@uniontitle.net, O: 801-899-2332 (the “**Escrow Agent**”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (4) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the “**Closing Costs.**”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to [the Land or](#) the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance

with Utah Code Ann. § 59-2-511, ~~Seller~~[Buyer](#) shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit C** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason

of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
 - vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
 - vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
 - viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that

could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its

obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably

withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and

shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Holbrook HGS LC
Attn: Scott Holbrook
1238 N. 1200 West
Lehi, Utah 84043
Email: farm722@msn.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

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

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the

other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

HOLBROOK HGS LC
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Easement Exhibit Legal Description of the Land
Exhibit "B"	Legal Description of Land the Property
Exhibit "C"	Form of Quitclaim Deed

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Holbrook HGS, LC, a Utah limited liability company (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 161.82 acres of undeveloped land located in the City, Utah County Parcel Number 58:047:0008 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 3.26 acres of the Land from parcel 58:047:0008, as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be Two Hundred Ninety Three Thousand Four Hundred dollars (\$293,400) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 3.26 acres and a price of Ninety Thousand dollars (\$90,000) per acre. The Purchase Price is for the underlying undeveloped land only. No mineral rights, water, or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants,

conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “**Closing**” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“**Official Records**”).
- b. **Place of Closing.** The Closing shall be coordinated by Union Title (the “**Title Company**”) c/o Jennifer Tucker, Esq., jennifer@uniontitle.net, O: 801-899-2332 (the “**Escrow Agent**”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (4) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the “**Closing Costs.**”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Land or the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance

with Utah Code Ann. § 59-2-511, Buyer shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit C** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason

of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
 - vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
 - vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
 - viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that

could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its

obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably

withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and

shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Holbrook HGS LC
Attn: Scott Holbrook
1238 N. 1200 West
Lehi, Utah 84043
Email: farm722@msn.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

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

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the

other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

HOLBROOK HGS LC
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Land
Exhibit "B"	Legal Description of the Property
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Utah County Parcel 58:047:0008

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 160219:2020, OFFICIAL RECORDS, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 23; THENCE S 88°25'38" W ALONG THE SOUTH LINE OF SAID SECTION 47.04 FEET; THENCE N 0°51'50" E 1.95 FEET; THENCE N 00°43'54" E 2,077.92 FEET, TO A POINT ON A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 1,008.00 FEET; THENCE NORTHWESTERLY 258.50 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°41'37", TO A POINT ON A REVERSE CURVE WITH A RADIUS OF 1,102.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 285.29 FEET; THROUGH A CENTRAL ANGLE OF 14°49'58", TO THE CENTER LINE OF SAID SECTION; THENCE S 89°30'57" E ALONG SAID LINE 116.00 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE S 0°43'54" W ALONG SAID SECTION LINE 2,616.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 141,947 SQ FT OR 3.26 ACRES

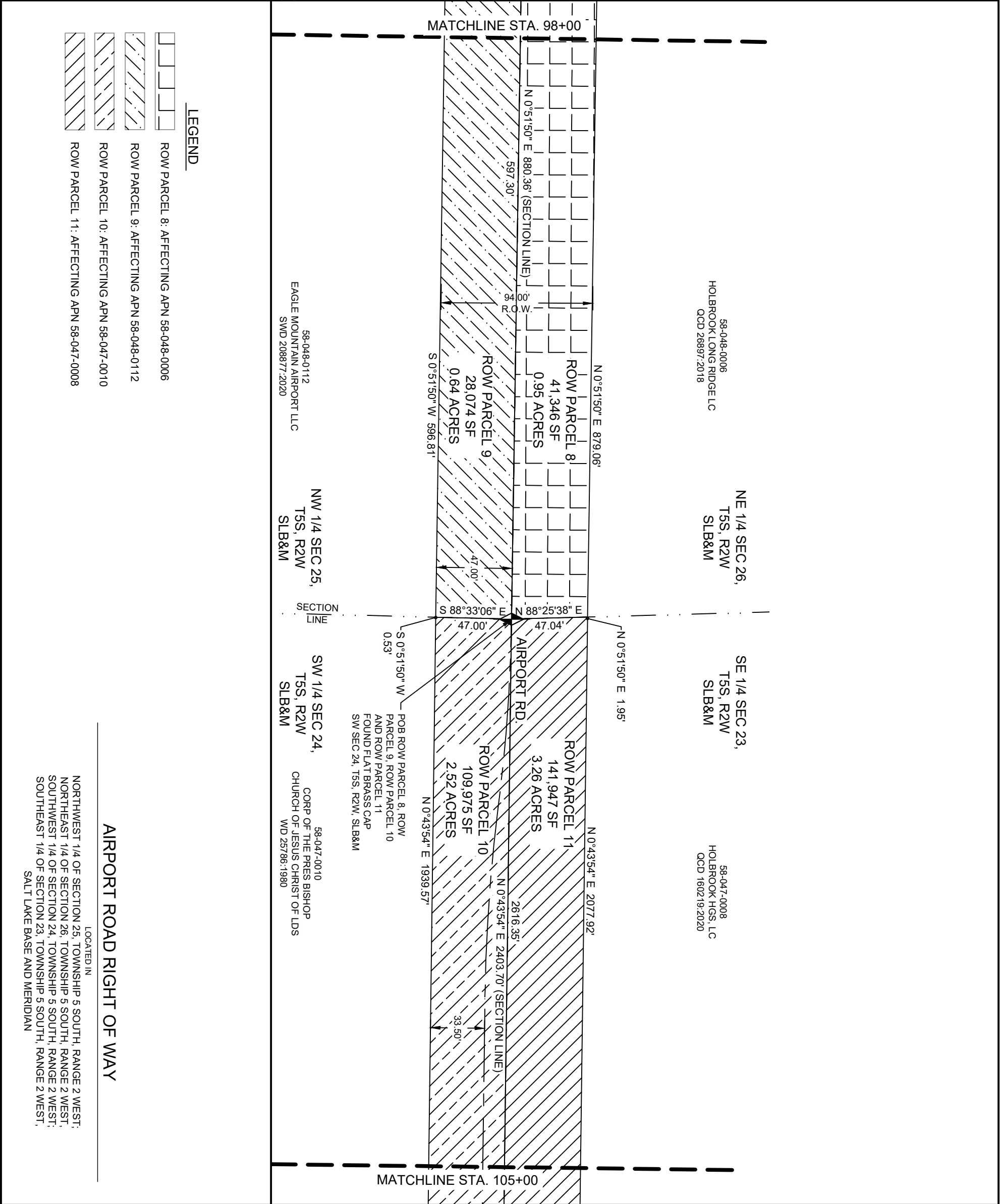
PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 11
(PARCEL NO. 58-047-0008)

3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P | (801) 768-7200





RIGHT OF WAY EXHIBIT

AIRPORT ROAD

EAGLE MOUNTAIN, UTAH

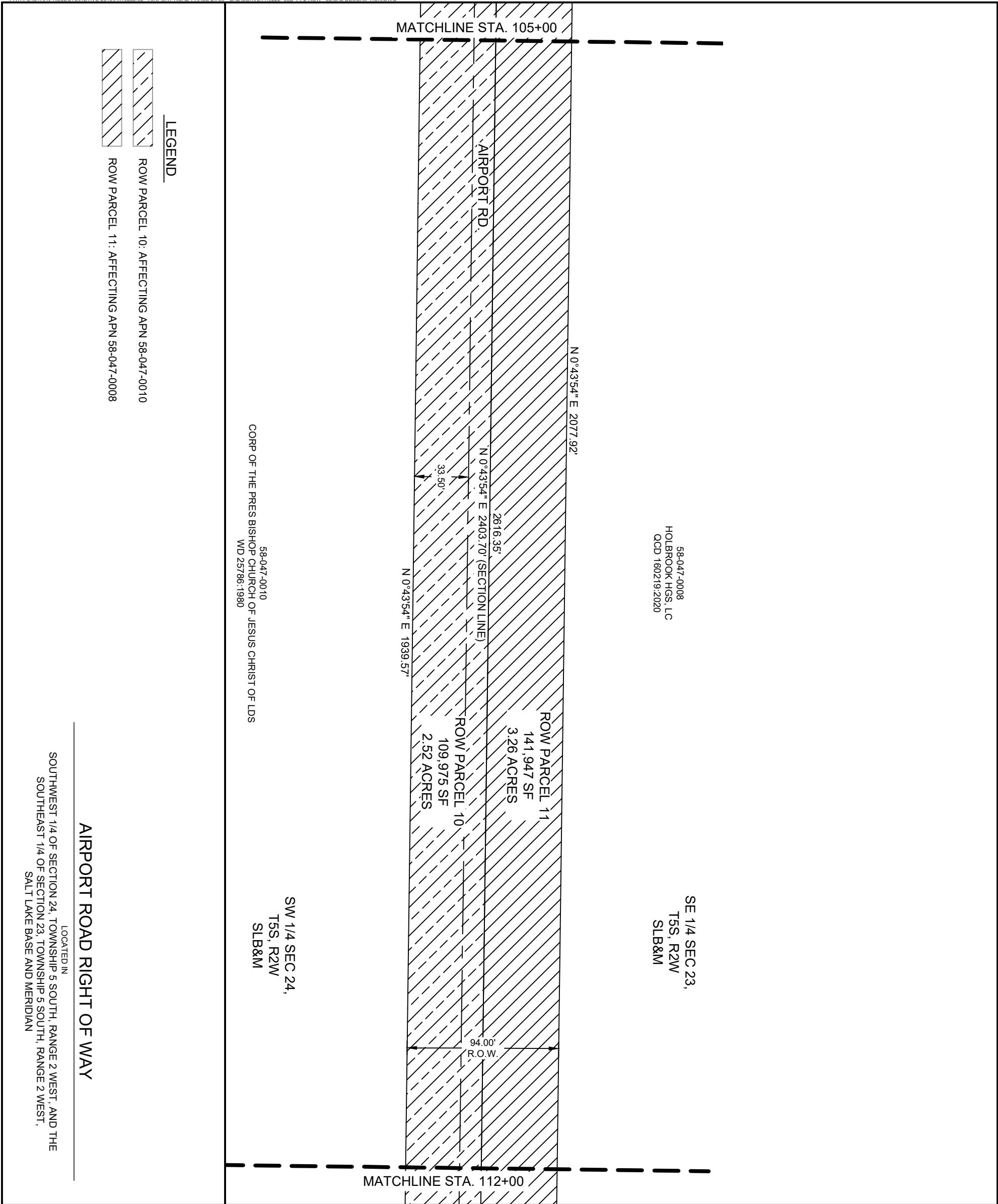
REVISION				
NO.	DESCRIPTION	BY	APR.	DATE

3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

0 15 30 60
SCALE: 1" = 60'
(SCALE ONLY VALID FOR 11" x 17" PAPER)

PROJECT: FF-19222-00
DATE: DECEMBER 2023
DESIGN BY: WJK
CHECKED BY: DTM

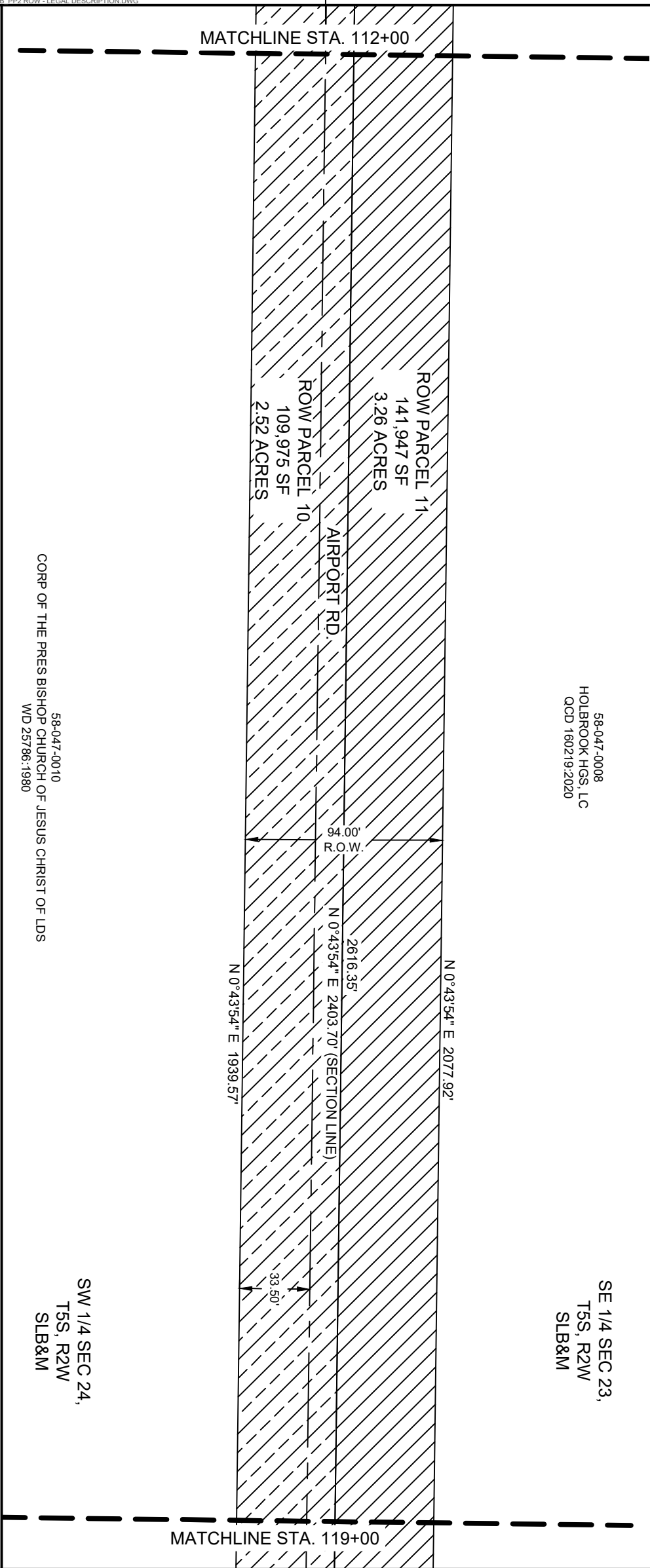
10 OF 17



RIGHT OF WAY EXHIBIT		AIRPORT ROAD		EAGLE MOUNTAIN, UTAH	
PROJ.#: FF-19222-00		DATE: DECEMBER 2023		DESIGN BY: WJK	
CHECKED BY: DTM					
11 OF 17					

REVISION					
NO.	DESCRIPTION	BY	APR.	DATE	

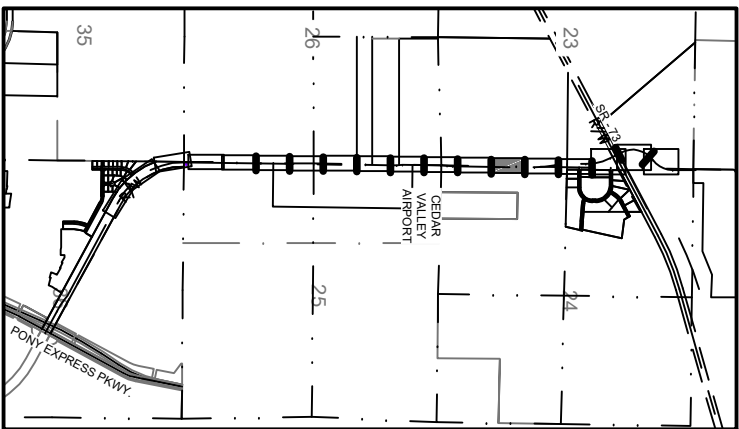
CivilScience
Engineers | Surveyors | Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200



LEGEND

AIRPORT ROAD RIGHT OF WAY

SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 2 WEST, AND THE
SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN



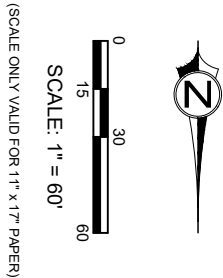
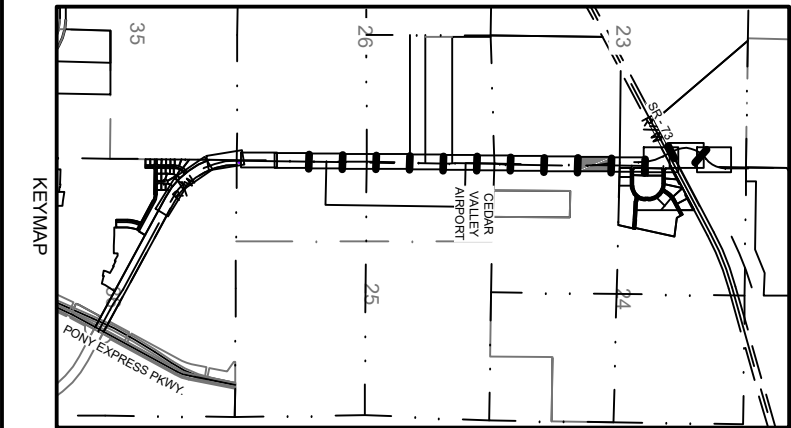
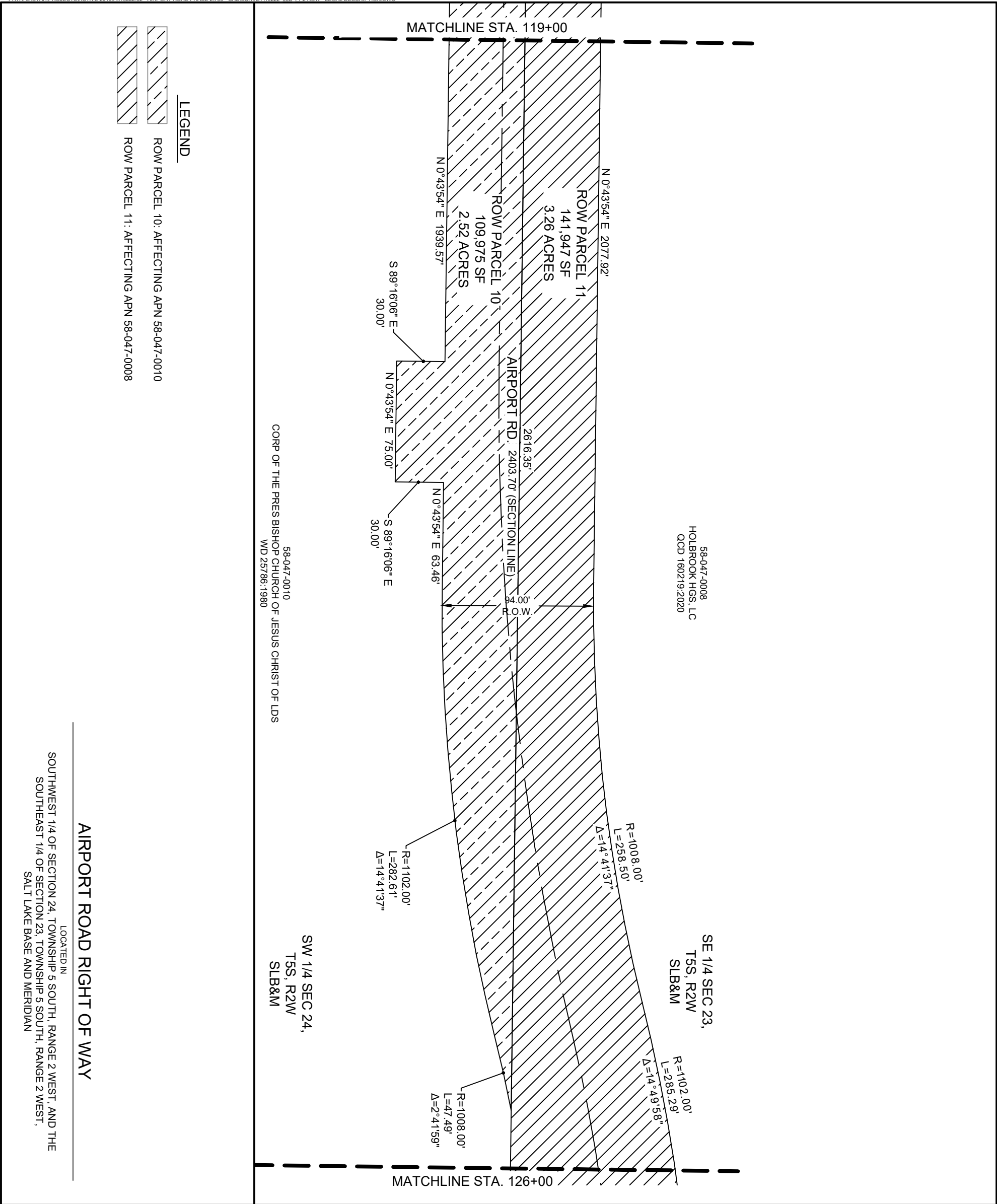
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RIGHT OF WAY EXHIBIT

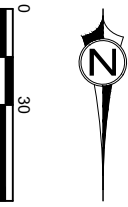
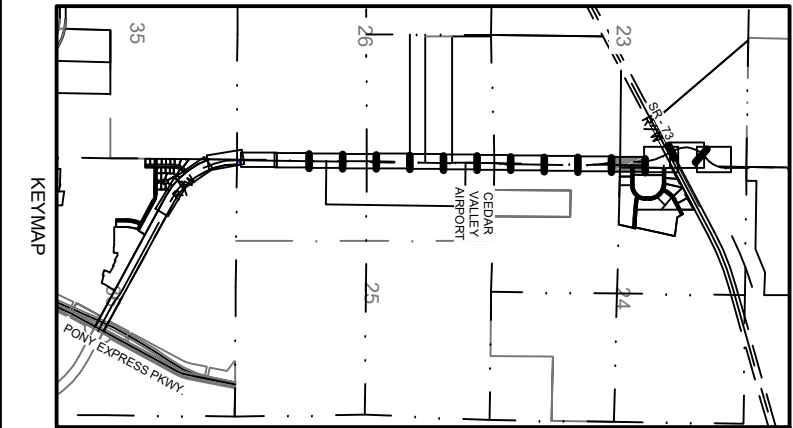
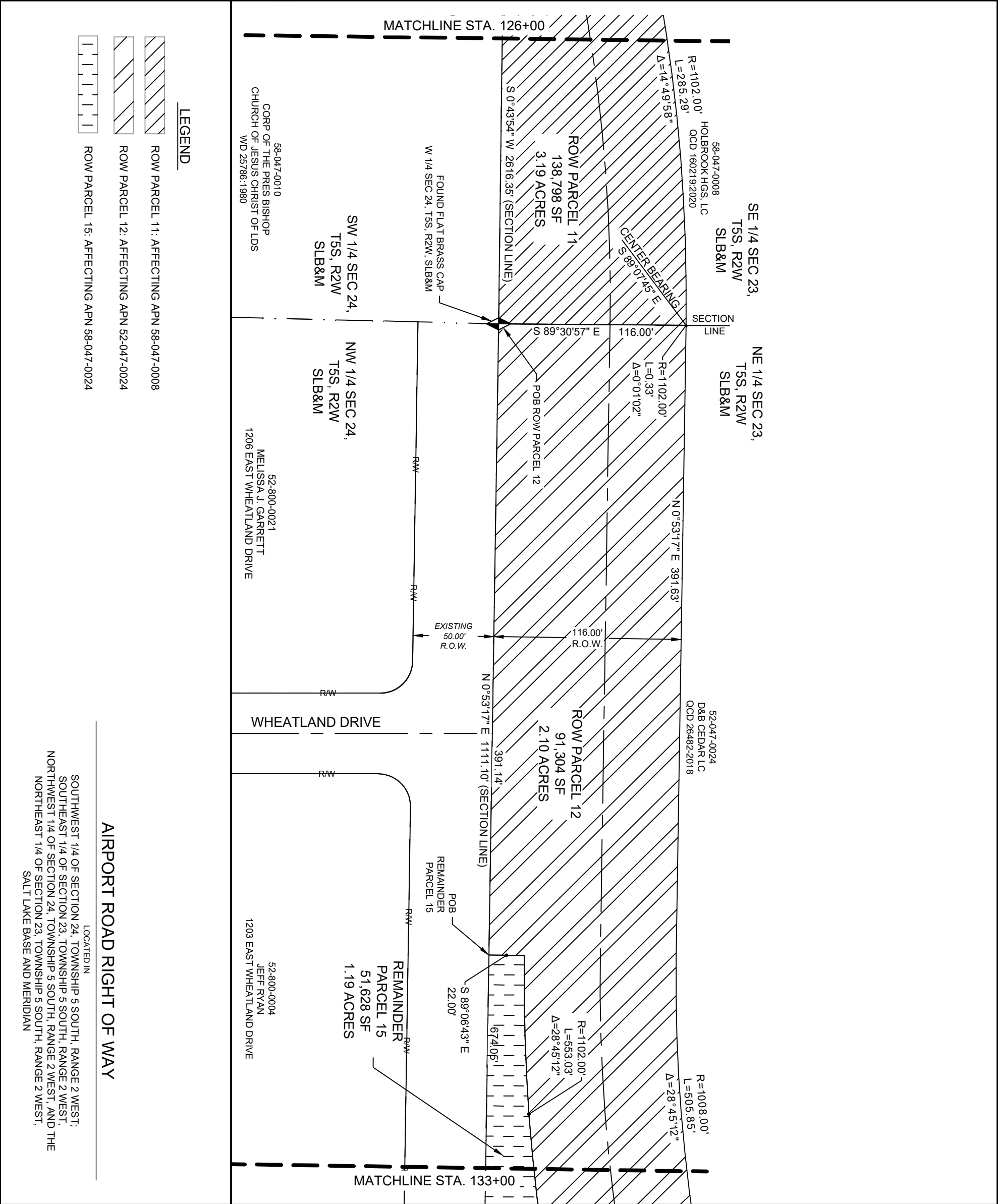
AIRPORT ROAD
EAGLE MOUNTAIN, UTAH

REVISION				
NO.	DESCRIPTION	BY	APR.	DATE





PROJ.# FF-19222-00 DATE: DECEMBER 2023 DESIGN BY: WJK CHECKED BY: DTM	RIGHT OF WAY EXHIBIT								 CivilScience Engineers Surveyors Solutions 3160 WEST CLUBHOUSE DRIVE LEHI, UT 84043 801.768.7200			
	AIRPORT ROAD											
	EAGLE MOUNTAIN, UTAH											
					REVISION							
13 OF 17	NO.				DESCRIPTION				BY APR. DATE			



0 15 30 60
SCALE: 1" = 60'
(SCALE ONLY VALID FOR 11" x 17" PAPER)

REVISION			
NO.	DESCRIPTION	BY	APR. DATE

EXHIBIT C

FORM OF QUITCLAIM DEED



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Amended Purchase Agreement with Holbrook Long Ridge LC for the Acquisition of a Right-of-Way along Old Airport Road.
ITEM TYPE:	Resolution
FISCAL IMPACT:	\$80,000
APPLICANT:	City Staff

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	1.0 Acre

PUBLIC HEARING

No

PREPARED BY

Chris Trusty, City Engineer

PRESENTED BY

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council adopt a resolution of Eagle Mountain City, Utah, approving an Amended Purchase Agreement with Holbrook Long Ridge LC for the acquisition of a right-of-way along Old Airport Road, and authorize the Mayor to sign the contract.

BACKGROUND:

Based on the recent sale of property north of SR 73, the owner feels that the appraisal and offer made by the City were not in line with the actual value of the property. As such, the property owner has asked that the City pay for 5 years of the rollback taxes for this property.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Holbrook Long Ridge - Amended Agreement
2. Purchase Agreement - Holbrook Long Ridge - REDLINES
3. Purchase Agreement - Holbrook Long Ridge

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE PURCHASE AGREEMENT WITH HOLBROOK LONG RIDGE LC FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Amend the Purchase Agreement with Holbrook Long Ridge LC for the acquisition of Right-of-Way along Old Airport Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with Holbrook Long Ridge LC is amended, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

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, Utah on the 20th day of August, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the __ the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Holbrook ~~Longridge~~Long Ridge, LC, a Utah limited liability company (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 87.24 acres of undeveloped land located in the City, Utah County Parcel Numbers 58:048:0006 and 58:048:0124 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 0.61 acres of the Land from parcel 58:048:0006 and 0.39 acres from parcel 58:048:0124, as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).

2. **Purchase Price.**

a. **Price Per Acre.** The total purchase price for the Property shall be ~~SixtyEighty~~ SixtyEighty Thousand dollars (\$80,000) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 1.0 acres and a price of Eighty Thousand dollars (\$80,000) per acre. The Purchase Price is for the underlying undeveloped land only. No mineral rights, water, or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants,

conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “**Closing**” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“**Official Records**”).
- b. **Place of Closing.** The Closing shall be coordinated by Union Title (the “**Title Company**”) c/o Jennifer Tucker, Esq., jennifer@uniontitle.net, O: 801-899-2332 (the “**Escrow Agent**”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (4) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the “**Closing Costs.**”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to [the Land or](#) the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance

with Utah Code Ann. § 59-2-511, ~~Seller~~[Buyer](#) shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit C** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason

of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
 - vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
 - vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
 - viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that

could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its

obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably

withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and

shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Holbrook ~~Longridge~~Long Ridge LC
Attn: Scott Holbrook
1238 N. 1200 West
Lehi, Utah 84043
Email: farm722@msn.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

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

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the

other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

HOLBROOK ~~LONGRIDGE~~ LONG RIDGE LC
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Easement Exhibit Legal Description of Land
Exhibit "B"	Legal Description of Land the Property
Exhibit "C"	Form of Quitclaim Deed

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ___ the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**” or “**Buyer**”), a political subdivision of the State of Utah; and Holbrook Long Ridge, LC, a Utah limited liability company (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 87.24 acres of undeveloped land located in the City, Utah County Parcel Numbers 58:048:0006 and 58:048:0124 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 0.61 acres of the Land from parcel 58:048:0006 and 0.39 acres from parcel 58:048:0124, as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be Eighty Thousand dollars (\$80,000) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 1.0 acres and a price of Eighty Thousand dollars (\$80,000) per acre. The Purchase Price is for the underlying undeveloped land only. No mineral rights, water, or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment (“**Title Commitment**”) for a standard ALTA owner’s policy of title insurance (“**Title Policy**”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“**Title Objection Notice**”). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be “**Permitted Exceptions**” and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing City’s objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller’s Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City’s expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants,

conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “**Closing**” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“**Official Records**”).
- b. **Place of Closing.** The Closing shall be coordinated by Union Title (the “**Title Company**”) c/o Jennifer Tucker, Esq., jennifer@uniontitle.net, O: 801-899-2332 (the “**Escrow Agent**”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (4) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the “**Closing Costs.**”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Land or the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance

with Utah Code Ann. § 59-2-511, Buyer shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.

- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorrations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**City's Conditions**") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the

performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit C** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
- i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
- ii. A Closing Statement, duly executed and delivered by City;
- iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
- iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.

10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason

of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
- i. To the best of Seller's actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller's actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
 - vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
 - vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
 - viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that

could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase “the best of Seller’s actual knowledge” and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “**OFAC Rules**”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its

obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably

withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** 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. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and

shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

Holbrook Long Ridge LC
Attn: Scott Holbrook
1238 N. 1200 West
Lehi, Utah 84043
Email: farm722@msn.com

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

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

construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **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.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the

other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

HOLBROOK LONG RIDGE LC
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Land
Exhibit "B"	Legal Description of the Property
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT A

Legal Description of the Land

Utah County Parcel 58:048:0006

Utah County Parcel 58:048:0124

EXHIBIT B

Legal Description of the Property

Parcel #58:048:0006

Beginning at the Northeast corner of section 26, T5S, R2W, SLB&M.; thence S 00 deg 51' 50" W, along the east line of section 26, 880.36 ft; thence S 90 deg 00' 00" W 30 ft; thence N 00 deg 51' 50" E 879.52 ft; thence N 88 deg 25' 38" E 30 ft to point of beginning.

Parcel #58:048:0124

Beginning at a point S 00 deg 51' 50" W, along the east line of section 26 T5S, R2W, SLB&M., 1439.99 ft, from the northeast corner of said section 26 to point of beginning; thence S 90 deg 00' 00" W 30 ft; thence N 00 deg 51' 50" E 559.64 ft; thence N 90 deg 00' 00" E 30 ft; thence S 00 deg 51' 50" W 559.64 ft to point of beginning.

EXHIBIT C

Form of Quit Claim Deed



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Stephen Mumford for Interim City Manager Services.
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City Staff

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

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, approving an agreement with Stephen Mumford for Interim City Manager Services, and authorize the Mayor to execute the contract.

BACKGROUND:

Steve Mumford was appointed as the Interim City Manager earlier this year. The search for a permanent City Manager has extended longer than initially anticipated. This agreement would govern the employment relationship until the City Council appoints a permanent City Manager.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Interim City Manager
2. Interim City Manager Agreement - Steve Mumford

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN AGREEMENT BETWEEN STEPHEN MUMFORD AND EAGLE MOUNTAIN CITY FOR INTERIM CITY MANAGER SERVICES

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an agreement with Stephen Mumford for Interim City Manager Services, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Agreement with Stephen Mumford is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

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, Utah on the 20th day of August, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

AGREEMENT
between
EAGLE MOUNTAIN CITY
and
STEPHEN MUMFORD
for
INTERIM CITY MANAGER SERVICES

This Agreement entered into this _____ day of _____, 2024 (“Effective Date”), between Eagle Mountain City, a municipal corporation (“City”) and Stephen Mumford (“Employee”), collectively referred to as the Parties.

WHEREAS, the City desires to retain the expertise and services of Employee to serve as the Interim City Manager and as an employee of Eagle Mountain City;

WHEREAS, it is the desire of the Eagle Mountain Municipal Council (“Council”) to provide benefits and to establish conditions of employment for the Employee;

WHEREAS, the Council desires to retain the services of the Employee, make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and

WHEREAS, Employee desires to continue employment as the Interim City Manager for the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The City hereby agrees to retain Employee as its Interim City Manager to perform the duties and functions of City Manager as set forth in the Eagle Mountain City Employee Policies and Procedures Manual (“Policy Manual”), the job description, the Eagle Mountain Municipal Code (“Code”), and this Agreement until such time as the City employs a permanent City Manager.
2. The City agrees to pay Employee an annual salary of \$170,000. Additionally, Employee shall receive a stipend of \$20,000 per year while he serves as the Interim City Manager. Employee’s salary and stipend shall be payable in installments at the same time as all other City employees. Additionally, in consideration of Employee’s commendable service for the past six months in this capacity, Employee shall receive a one-time bonus payment of \$5,000 in his first paycheck following execution of this Agreement. Employee will receive the same cost of living adjustment to annual salary, if any, granted to other employees of the City. The Mayor shall perform an annual performance review. If the Mayor determines that the Employee meets or exceeds expectations, Employee shall be entitled to a merit increase to be determined during the annual budget approval or during a budget amendment.

3. All provisions of the Policy Manual and any statutes, ordinances, rules, or regulations relating to leave, retirement, pension system contributions, holidays, health (including dental and vision) and life insurance, and all other benefits and working conditions as they now exist or may hereafter be amended or adopted shall also apply to Employee. The following additional benefits shall also apply:
 - a. City agrees to budget and to pay for the professional dues and subscriptions of Employee as determined are appropriate for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, recognizing that these are also for the good of the City.
 - b. City agrees to budget and to pay for the costs of travel, lodging, per diem, and other expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee, including but not limited to ICMA, UCMA, and ULCT conferences and meetings.
 - c. Except for unusual circumstances necessitating use of a City vehicle, Employee shall use his personal vehicle for City business and City agrees to pay Employee a monthly car allowance of \$500. Should travel be required of greater than 75 miles (one-way), Employee shall be entitled to reimbursement at the IRS standard mileage rate. This paragraph shall survive expiration of this Agreement, except that the monthly car allowance shall be reduced to \$400.
 - d. City recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or pay for such general expenses. These expenses may include, but are not limited to, meals where City business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints, as well as state and City ethics and purchasing policies.
4. During the term of this Agreement, Employee shall devote all of his professional time to the duties of Interim City Manager and shall not hold a separate job or perform services other than volunteer, religious, social, or other community services. Work or hobbies occupying less than 1 hour per week on average shall not be considered a violation of this section, even if Employee receives compensation for such work or hobbies. The City may approve exceptions to this requirement in writing following a vote of the City Council and approval by the Mayor.
5. In accordance with the Code, Employee shall work under the direction of the Mayor in the administration of City affairs; however, Employee shall be responsive to the direction of the Council as a body, as well as the requests of individual members of the Council. Such requests shall not interfere with the administrative duties required by the Mayor.
6. Employee shall serve at the pleasure of the City Council and may be terminated from the Interim City Manager position with or without cause in accordance with the Code.

Notwithstanding the foregoing, termination from the Interim City Manager position shall not affect Employee's position as Deputy City Manager and Community Development Director. The City may terminate Employee from his position as Deputy City Manager and Community Development Director only in accordance with the Policy Manual, the Code, and standard City practices.

7. The City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim, or other legal action or claim arising out of an alleged act or omission occurring in the performance of Employee's duties as the Interim City Manager. Employee shall defend, indemnify, and hold harmless the City from any and all such claims that arise from the gross negligence, recklessness, or willful misconduct of Employee.
8. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties hereto and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
9. Except as specifically stated in the preceding paragraph, this Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement.
10. This Agreement constitutes the entire agreement between the Parties and shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.
11. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
12. Any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.
13. This Agreement is governed by and shall be construed in accordance with the laws of the State of Utah.
14. 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.

15. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.
16. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding.
17. This Agreement shall automatically terminate upon the start date of the permanent City Manager. Notwithstanding the foregoing, the \$170,000 salary plus any cost of living adjustments and/or merit increases shall survive the expiration of this Agreement.

[Signatures appear on following page]

EAGLE MOUNTAIN CITY

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

Tom Westmoreland
Mayor

Stephen Mumford



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Les Olson for Professional Services.
ITEM TYPE:	Agreement
FISCAL IMPACT:	
APPLICANT:	City Staff

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

PUBLIC HEARING

PREPARED BY
Evan Berrett, Economic
Development Director

PRESENTED BY
Evan Berrett

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution of Eagle Mountain City, Utah, approving an agreement with Les Olson for professional services, and authorize the Mayor to execute the contract.

BACKGROUND:

Eagle Mountain City has several printers used by staff and the public at our different office locations, including the Senior Center. Currently, these devices are managed individually, split between Les Olson, Canon, and in-house management for smaller devices. Staff has engaged with Les Olson to manage all devices to reduce difficulty in managing and maintaining our printers, reduce costs associated with supplies and maintenance, increase responsiveness when issues arise, and better prepare for eventual equipment replacement.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

1. RES--Les Olson Services Agreement
2. Les Olson Services Agreement

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN EAGLE MOUNTAIN CITY AND LES OLSON IT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with Les Olson IT, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Agreement with Les Olson IT is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

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, Utah on the 20th day of August, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



LES OLSON IT

Account Rep: STN

CONTRACT # 02-EAGMO-MPS-01

PAY-PER-USE | SERVICE | SUPPLY CONTRACT

Sold To:

EAGLE MOUNTAIN CITY

Customer Name "Customer"

1650 STAGE COACH RUN

Address

EAGLE MOUNTAIN

UT

84005

City

State

Zip

02-EAGMO

Customer ID

MELISSA YATES

801-789-6641

Contact

Phone Number

Purchase Order Number

CONTRACT DESCRIPTION	MONO RATE	BLACK ON COLOR RATE	COLOR RATE	\$300 QUARTERLY MINIMUM		TERM
MPS Rates	PLEASE SEE ATTACHED SCHEDULE A					36 Month Contract
All pages will be billed at the MPS rates indicated on the attached Schedule A. Billing for the full term of the <u>36</u> month contract will occur quarterly based on actual page usage.						
<u>Additional contract details:</u>						
This contract covers all Customer-owned printers listed on the attached Schedule A.						

Contract pricing and terms of this agreement are quoted based on Les Olson Company (LOC) supporting all eligible printers within the organization and does not include any I.T./Network support. All printers of a similar model type must be supported unless an exception is given. Printers may be added at any time, assuming they are supported by LOC. Printer types not included in this agreement will be priced at the corresponding rate as they are added. There will be no charge to add printers unless they require parts, repair, or display 'toner low'. If a display shows 'toner low', LOC will Invoice the standard price of the cartridge upon setup. For color printers, any additional cartridges beyond the first cartridge that are 'toner low' upon setup will be invoiced at standard pricing. In the case that upfront printer repairs are needed, an estimate will be provided, and the repair must be completed prior to the printer's enrollment in the program. As part of this comprehensive Contract, Customer to allow the installation of the LOC Onsite managed print services software (installed as a service to run on a server or dedicated PC).

LOC will provide the following services:

#4 LOC Premier: Covers everything except paper & staples (Section 9). INCEPTION DATE _____	✓ Toner Cartridge replacement ✓ Required Maintenance Kits ✓ Parts and Labor for all covered units ✓ Free supply delivery	✓ Automated Meter Gathering ✓ Complete Data Reports as Requested ✓ Loan Machines available ✓ Strategic Business Reviews
---	--	---

By signing, you understand and agree to the Terms and Conditions: Signed _____ Date: _____

Print _____ Title _____

Accepted by Les Olson Company: Signed _____ Title _____ Date: _____

This is a non-cancelable Contract. See the Terms and Conditions on the reverse side.

MANAGED PRINT SERVICE AND SUPPLY CONTRACT TERMS AND CONDITIONS

1. Service calls under this Contract shall be made by Les Olson Company (LOC) during LOC's normal business hours. Service at times other than during LOC's normal business hours shall be furnished on Customer's request and at LOC's established labor and travel charges in effect at the time such service work (if available) is performed. Standard Business Hours are 8:00 a.m. to 5:00 p.m. MST for Utah locations, and PST for Nevada locations.
2. LOC can remove printers from this Contract if they are sold, transferred to locations outside the LOC service area, or otherwise removed from service. Devices covered under the terms of this agreement placed in storage, or otherwise not in use, may be billed a minimum monthly maintenance fee of \$10.00 per device.
3. During Contract period, LOC will invoice, quarterly and in advance, pages stated on the face of this Contract. Overage pages will be billed at the end of each quarter. Invoice terms are Net 30. All past-due invoices will accrue a finance charge of 1 ½% per month (ANNUAL PERCENTAGE RATE 18%). Customer is responsible to pay reasonable attorney's fees and all collection costs. Upon each yearly anniversary of this Contract, pricing in effect may be increased by LOC. LOC also reserves the right to adjust pricing at any time during this Contract in response to mono page coverage above 7% and color page coverage above 30%. If toner is included in this agreement, toner will be supplied within the cost per copy rate based upon the standard manufacturers yield. Excess toner usage, outside standard manufactures yield, will be billed at prevailing LOC standard rates.
4. During Contract period, LOC will provide, without charge, new or equivalent replacement parts on an exchange basis for parts which have been worn or broken through normal use. Unless covered by a maintenance agreement, all other parts furnished will be billed to Customer at LOC's published parts prices in effect at the time such parts are sold. See coverage type described on the face hereof.
5. Mileage may be charged for locations more than 50 miles from any LOC facility.
6. This Contract shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service by personnel other than LOC personnel or use of supplies or parts other than supplies or parts meeting LOC's published supply or part specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the Customer at LOC's published rates for service work and published parts prices in effect at the time such service work is performed. Machine environmental condition location must be in compliance with manufacturer specifications.
7. If service work is required for issues beyond normal wear and tear (such as overhauls or remanufacture), LOC will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered therefore.
8. Devices added to this Contract may be subject to parts and labor charges for the first 30 days of their inclusion (for pre-existing service conditions). Current contract pricing based on installation of LOC onsite managed print services monitoring software. LOC reserves the right to adjust pricing at any time during this Contract in response to devices not reporting to monitoring software that require manual meter collection or cartridge yield billing.
9. All labor and materials, including any necessary replacement parts, will be furnished for equipment covered by this Contract, during the Contract term without charge, except for the following:
 - (a) MFP devices which utilize scanning technology, which may be billed separately for scans;
 - (b) Network installation and coordination, which will be billed separately;
 - (c) Font cartridges, firmware upgrades, third-party SIMM/DIMM accessories, HP Pro X printhead mechanisms, and all external interface cards; and
 - (d) Paper or staples and other finishing supplies.CUSTOMER ACKNOWLEDGES THAT LOC LIABILITY IS LIMITED TO THE REPLACEMENT OF PARTS AND/OR EQUIPMENT SERVICED BY LOC.
10. This Contract may not be assigned or transferred by Customer without LOC Management approval.
11. This Contract does not include applicable taxes. All taxes levied or imposed by any governmental authority, now or hereafter, shall be timely paid by the Customer.
12. This Contract, consisting of both sides of this page and attached Schedule A, constitutes the entire agreement between the Customer and LOC regarding LOC's service. The provisions hereof shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer regarding LOC's service.
13. The term of this Contract is stated on the face hereof. This contract shall automatically be renewed at the end of this period unless either party gives the other written notice 30 days in advance that the contract is to be canceled. Upon contract cancellation, all supply items intended to be utilized under the terms of this contract will be returned to LOC or invoiced to Customer at prevailing LOC standard pricing.
14. Pricing and other proprietary or sensitive competitive information provided by LOC is considered confidential, and Customer agrees to keep such information confidential and not divulge the same to any person or use it for any purpose.
15. NON-CANCELABLE CONTRACT - THIS CONTRACT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.
16. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, LOC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
17. LIMITATION OF LIABILITY. LOC'S TOTAL LIABILITY UNDER ALL PROVISIONS OF THIS CONTRACT WILL BE LIMITED TO THE TOTAL PAYMENTS RECEIVED FROM CUSTOMER UNDER THIS CONTRACT. IN NO EVENT WILL LOC BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Agreement shall be construed in accordance with the laws of the State of Utah



8/13/2024

[illegible]



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	Towns at Brylee Farms Development Agreement
ITEM TYPE:	Ordinance
FISCAL IMPACT:	N/A
APPLICANT:	Ross Holliday

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
General Plan Designations: Neighborhood Residential 3 and Employment Center/Campus Zone: Residential - Tier III	About 10 Acres

PUBLIC HEARING

Yes

PREPARED BY

Steven Lehmitz, Planner

PRESENTED BY

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution of Eagle Mountain City, Utah, approving the Towns at Brylee Farms Development Agreement with any conditions they choose to add, and authorize the Mayor to execute the agreement.

BACKGROUND:

Brylee Estates/Farms is located at the northwest corner of the Eagle Mountain Boulevard and Aviator Avenue intersection. The Brylee Estates Phase B preliminary plat (all townhomes) was originally approved on July 16, 2019 and then amended on January 5, 2021. The purpose of the amendment was to move and increase open space/park amenities between both Phase A (single family) and Phase B. There were two final plats approved and recorded within Phase B, with Plat 1 being approved on September 29, 2020, and Plat 2 on July 21, 2021. The approved amenities have been constructed in both Phase A and B. The preliminary plat has since expired and an extension was never requested by the applicant. The City has been approached with a request to enter into a development agreement to allow the project to be completed as originally approved.

ITEMS FOR CONSIDERATION:

Per EMMC 16.20.060(D) an expired project may be resubmitted but would have to comply with current development standards. If a development agreement were to be used, it could allow the project to be constructed under different standards.

The approval criteria for master development agreements can be found in EMMC 16.10.080.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development.

A. Development Rights and Responsibilities.

1. Vesting granted to the property - **Reinstates original vesting;**
2. Phasing of the development - **Not clearly established, though the prior phasing plan will likely be followed;**
3. Construction and maintenance of public improvements - **Some infrastructure is partially completed;**
4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property - **At least 40 of the remaining 113 proposed lots (35%) would have 600 square foot garages;**
5. Any other conditions or methodologies necessary for the master development's buildout - **Reinstatement of previous approvals.**

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA, through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat - **Not provided in agreement;**
2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work - **Not provided in agreement;**
3. 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 - **Not provided in agreement;**
4. 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 - **Not provided in agreement.**

C. Expiration of the Master Development. Master development approvals shall expire six months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA - **Not provided in agreement;**
2. Not extend longer than six years from the signing of the agreement - **Not provided in agreement.**

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's future land use map, master transportation plan, and general plan documents - **The proposed use of townhome units is compatible with the Neighborhood Residential Three category, but not with the Employment Center/Campus category. Townhomes are compatible with the Tier III zone.**

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval - **Not provided in agreement.**

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation (4-1) of the proposed Towns at Brylee Farms Development Agreement.

ATTACHMENTS:

1. ORD--Towns at Brylee Farms Development Agreement
2. Towns at Brylee Farm Development Agreement
3. Planning Commission Report of Action

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE TOWNS AT BRYLEE FARMS DEVELOPMENT AGREEMENT.**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Towns at Brylee Farms Development Agreement, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Towns at Brylee Farms Development Agreement, as set forth in Exhibit A.

2. The Towns at Brylee Farms Development Agreement, is hereby approved, as set forth more specifically in Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 20th day of August, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

WHEN RECORDED RETURN TO:

Eagle Mountain City
c/o City Recorder
1650 E Stagecoach Run
Eagle Mountain, UT 84005

DEVELOPMENT AGREEMENT FOR BRYLEE FARMS PHASE B

This DEVELOPMENT AGREEMENT FOR BRYLEE FARMS PHASE B (“**Agreement**”) is entered into as of this ____ day of _____, 2024 (“**Effective Date**”), by and between LANDEX Development LLC, a Utah limited liability company (“**Developer**”), and Eagle Mountain City, a political subdivision of the State of Utah (“**City**”). City and Developer may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. On July 16th, 2019, City approved a Preliminary Plat application by Concord Homes (“**Developer’s Predecessor**”), to allow development and construction of 162 townhome units at approximately, _____ in City, to be known as Brylee Farms Phase B (“**Project**”).

B. On January 5th, 2021, City approved an Amended Preliminary Plat application & Site Plan Final Approval of Plats 1 & 2 by Fieldstone & Concord Homes (“**Developer’s Predecessor**”), to allow development and construction of 162 townhome units at approximately, _____ in City, to be known as Brylee Farms Phase B (“**Project**”).

C. Developer or Developer’s Predecessor has recorded plats 1 & 2 in Phase B of the Project and is preparing to record the next plat.

D. Developer or Developer’s predecessor has completed construction of the infrastructure and amenities in Plats 1 & 2 of the Project, and building permits have been issued for 49 townhomes in Plats 1 & 2.

E. Developer or Developer’s predecessor has partially completed installation and construction of infrastructure and amenities for future plats of the Project.

F. Eagle Mountain Municipal Code Section 16.20.060 (“**Ordinance**”) indicates that a preliminary plat expires within two years of the approval or, in the case of phased projects, within two years of the most recent final plat approval. Developer has purchased the Project from Developer’s Predecessor, and has since been informed by the City that, in accordance with the Ordinance, the City believes that the Preliminary approvals for the project, including the preliminary plat, may have expired.

G. Developer and City desire to reinstate the preliminary approvals for the Project, and allow Developer to complete the project, all on the terms and conditions set forth herein.

H. City, acting pursuant to its authority under the Utah Code and the Eagle Mountain Municipal Code, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Agreement. This Agreement supersedes and replaces previous approvals received on the Project only on matters addressed herein. All other approvals licenses, and entitlements previously received by the Project remain in full force and effect as of the date granted.
2. Reinstatement of Previous Approvals. To extent previously received approvals in the Project have expired, including but not limited to the preliminary plat, such approvals are hereby reinstated in full, and vested as of the original vesting date. Developer shall be entitled to complete the Project as originally approved.
3. Allocation of Remaining Unit Types. Developer agrees that beginning at Plat 3, and for the remaining portions of the Project, Developer will provide a mix of housing types that will include at least 40 three-story townhome units with garages no less than 600 square feet. The remaining townhome units will be two story with garage sizes as originally approved.
4. Miscellaneous.
 - 4.1. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power of Eagle Mountain City in enacting zoning, subdivision development, and related land use plans, policies, ordinances and regulations after the date of this Agreement.
 - 4.2. Compliance with City Standards. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of City, including the payment of fees and compliance with all other applicable ordinances.
 - 4.3. No Joint Venture or Partnership. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties.
 - 4.4. Agreement to Run with the Land. This Agreement shall be recorded and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership of any portion of the Property.

- 4.5. Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without the assigning the rights as well as the responsibilities under this Agreement and without prior written consent of the City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.
- 4.6. Attorneys' Fees. In the event of any action at law or equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other relief to which such party may be entitled.
- 4.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Each party agrees to exchange original signatures in due course.
- 4.8. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the parties.
- 4.9. Governing Law. This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of Utah, without giving effect to its conflict of laws principles.
- 4.10. Developer's Exclusive Remedy. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN CITY 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.
- 4.11. No Waiver. Failure of a 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 time said right or any other right it may have hereunder. The provisions may be waived only in writing and signed by the party intended to be benefited by the provisions being waived.
- 4.12. Severability. Except as specifically stated herein, any provision of this Agreement, or portion thereof, that is declared by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity of the remainder of this Agreement and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY:

Eagle Mountain City,
a political subdivision of the State of Utah

Tom Westmoreland, Mayor

Attest:

Fionnuala Kofoed, City Recorder,

Approved as to form:

Marcus Draper, City Attorney

DEVELOPER:

LANDEX Development, LLC,

By: _____

Name: _____

Title: _____

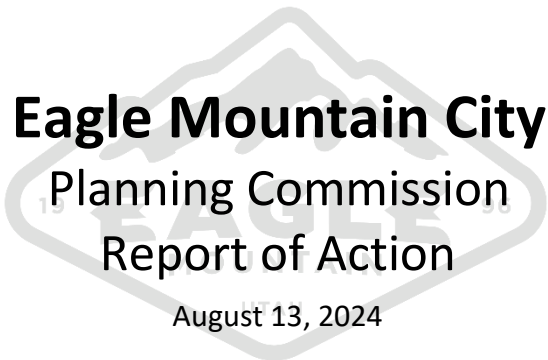
STATE OF UTAH)
):ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024 by _____.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:



Eagle Mountain City

Planning Commission

Report of Action

August 13, 2024

ITEM #7D Ross Holliday requests Planning Commission review and recommendation of the Towns at Brylee Farms development agreement. Parcel Number(s): 59:034:0152, 59:034:0164, 59:034:0165. Steven Lehmitz 801-789-6617 slehmitz@emcity.org

The following action was taken by the Planning Commission on the above-described item at its regular meeting of August 13, 2024:

RECOMMENDED APPROVAL

On a vote of 4:1, the Planning Commission recommended that the City Council approve the above-noted application.

Motion By: Robert Fox (**to Recommend Approval**)

Second By: Jason Allen

Votes in Favor of Motion: Robert Fox, Jason Allen, Brent Strong, and Bryan Free

Votes Against: Rod Hess

Abstain: Craig Whiting

Jason Allen was present as Chair.

Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.

LEGAL DESCRIPTION FOR PROPERTY

N/A

RELATED ACTIONS

The Planning Commission were amendable to having the applicant come back to the City with a proposed development agreement. A discussion was held about the item at the June 25, 2024 Planning Commission work session (Item #1.A).

DEVELOPMENT AGREEMENT

Applies - referred applicant to Council Attorney.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations.

CITY DEPARTMENTAL ISSUES

None

CONCERNS RAISED BY PUBLIC

None

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- The applicant expressed their desire to have the project effectually reinstated to allow them to complete it as originally planned.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- It was established that a certain percentage of the garages (40 out of 113 units) would be larger (600 sq. ft.). This point is included in the proposed development agreement;
- Commissioner Whiting noted that the prior phases of the project already include some of these larger garages. If the City does require a wider width for the garages (22'), there will be units lost, increasing HOA fees across the development.

FINDINGS / BASIS OF PLANNING COMMISSION DETERMINATION

The Planning Commission identified the following findings as the basis of this decision or recommendation:

- Commissioner Hess expressed that the issue of the preliminary plat expiring could have been avoided;
- Commissioner Allen restated his opinion from June 25, that he was okay with the development agreement, thus allowing the project to continue.

Brandon Larsen

Planning Director

See Key Land Use Policies of the Eagle Mountain General Plan, applicable Titles of the Eagle Mountain City Code, and the Staff Report to the Planning Commission for further detailed information.

Administrative decisions of the Planning Commission **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees to the Planning Division, **within fourteen (14) calendar days of the Planning Commission's decision** (Eagle Mountain City office hours are Monday through Friday, 7:30 a.m. to 5:30 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Tract Development Agreement.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	
APPLICANT:	Tract

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE
	672 acres

PUBLIC HEARING

No

PREPARED BY

Marcus Draper, City Attorney

PRESENTED BY

Marcus Draper

RECOMMENDATION:

BACKGROUND:

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

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

Recommend Denial.

ATTACHMENTS:

1. ORD--Tract Development Agreement
2. Tract Monte Vista Development Agreement

WHEN RECORDED, RETURN TO:

EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UT 84005

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE TRACT DEVELOPMENT AGREEMENT.**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Tract Development Agreement, as set forth more specifically in Exhibit A.

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 20th day of August, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

1.4 "Consolidated Fee Schedule" means the City's Consolidated Fee Schedule adopted by Resolution RES-41-2024, as amended.

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

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

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

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

1.9 "Force Majeure Event" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; pandemics, labor strikes, material shortages, war, riot, insurrection, acts of terrorism; financial and/or banking crises

that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Utah.

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

1.11 “GFA” means gross floor area.

1.12 “Horizontal Construction” means construction of infrastructure to be located within the City’s current or future dedicated right-of-way that is needed to connect the Project to the City’s roadways and water and sewer utilities.

1.13 “Mining Activities” means exploring for, developing, extracting, removing, processing or otherwise producing sand, gravel, metalliferous or nonmetalliferous ores, oil, gas or any other mineral or earth product of whatever type from a property. Mining Activities do not include excavation, grading, geotechnical evaluation, or similar activities conducted to construct buildings, install infrastructure or undertake other construction activities unrelated to the sale of earth products.

1.14 “Mortgage” means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

1.15 “Mortgagee” means the holder of a Mortgage.

1.16 “Official Records” means the Official Records of Utah County, Utah.

1.17 “Parcel” means a portion of the Property that is created by the Company to be sold to a Subdeveloper.

1.18 “Project Approvals” means the permits, approvals, reviews, and other actions set forth on Exhibit B hereto.

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

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

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

1.22 “Zoning Ordinance” means that certain Title 17 of the Code.

ARTICLE II CITY PROCEDURES AND ACTIONS

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

ARTICLE III TAXES AND FEES

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

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

3.3 Impact Fees.

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

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

the System Improvements (collectively, the “System Reimbursement”). In the event that City requires the Company to construct System Improvements, the City shall pay the System Reimbursement to the Company in the manner agreed upon by the Parties in a separate agreement.

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

3.5 Municipal Energy Tax Reimbursement.

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

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

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

(c) The foregoing shall not in any way limit the Company's or any Subdeveloper's ability to claim any exemption pursuant to Utah state law.

ARTICLE IV ENTITLEMENTS

4.1 Entitlement to Develop. The City represents to the Company that as of the Effective Date: (i) the Existing Zoning applies to the Property pursuant to the Applicable Rules; (ii) electronic data management businesses, corporate campuses, offices, and research and development uses are expressly listed in the Zoning Ordinance as permitted uses under the Existing Zoning; (iii) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, set back, parking and signage regulations and requirements and other development

entitlements incorporated in the Project Approvals; and (iv) no Applicable Rule permits Mining Activities to be conducted on, under or within the Property, and Mining Activities are prohibited under the Existing Zoning pursuant to the Zoning Ordinance. The Company has the vested right to develop and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the Applicable Rules. Notwithstanding any other provision of this Agreement, during the Term, the City shall either (i) maintain the City's Regional Technology and Industry Overlay Zone (the "RTI Overlay Zone") for the Property, which is included in the Existing Zoning, or (ii) allow the Property to continue to receive the benefits of, and be developed under, the Applicable Rules for the RTI Overlay Zone as if the RTI Overlay Zone for the Property remained in effect. All references in the Chapter 17.48 of the Applicable Rules to the underlying zone and underlying zoning will be to the provisions of Chapter 17.40 of the Applicable Rules (Industrial Zone), notwithstanding anything to the contrary contained in this Agreement.

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

- (a) Electric and utility generation, distribution, and transmission;
- (b) Power substation facilities;
- (c) Battery and fuel storage facilities;
- (d) General storage facilities;
- (e) Water and sewer facilities;
- (f) Communication, broadband, fiber optic, and other private utilities;
- (g) Renewable energy generation, except wind, and transmission (whether located on or off the Property);
- (h) All public utilities; and
- (i) Other accessory uses as allowed in the Applicable Rules.

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

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

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

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

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

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

(e) Seat on Development Review Committee. Company, or its designee, shall have the option at its sole discretion to occupy one seat on the board of the Development Review Committee and shall participate in all reviews and meetings of the Development Review Committee where applications from Subdevelopers are considered for development on the Property.

(f) Utility Service Approvals. All requests to connect any project located within the RTI Overlay Zone to public utilities or other services shall be subject to the administrative approval process set forth in the RTI Overlay Zone or this Agreement, if applicable. No public hearings shall be required for such requests or applications.

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

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

(i) Lighting. Due to their high energy efficiency, the use of LED lamps is encouraged for outdoor illumination whenever it would not be detrimental to the use of the Property. Outdoor light output in excess of 100,000 lumens per net acres may be used in case of emergency for outdoor equipment such as repairing stand-by generators, transformers, or outdoor HVAC equipment.

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

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

such alternative energy sources are permitted uses on the Property under the Applicable Rules; provided, however such uses shall remain accessory to the Allowed Uses as defined and set forth in the RTI Overlay Zone.

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

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

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

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

4.11 Timing and Rate of Development. The Project may include multiple phases extending over a period of years. The City acknowledges that as of the Effective Date, the Company cannot predict when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. Subject to the Project Approvals, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any portion thereof. Notwithstanding the foregoing, Company commits to beginning Horizontal Construction on the first Phase of the Project within three (3) years of the Effective Date. In the event that it becomes apparent to the Company that the Company will be unable to begin Horizontal Construction within three (3) years of the Effective Date, Company shall provide notice to the City in a manner compliant with Section 10.3 of this Agreement. After delivery and receipt of notice, the Parties shall meet to confer in good faith as to how to amend this provision of the Agreement in a manner that fulfills the intent of the Parties.

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

4.13 Vested Rights Doctrine. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify the Company’s vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1980), its progeny or any other exception to the doctrine of vested rights recognized under state or federal law, including laws, rules or regulations that the City’s land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code

Ann., §10-9a-509(1)(a)(ii)(A). Any such proposed legislative changes affecting the vested rights of the Company shall be of general application to all development activity in the City and, unless the City declares an emergency, the Company shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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

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

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

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

4.18 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. The

Company may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(68)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the Applicable Rules including the requirement to complete or provide security for any public infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any public infrastructure in the Parcel shall be that of the Company or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

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

ARTICLE V INFRASTRUCTURE IMPROVEMENTS

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

5.2 Roadway Expansion.

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

(b) On the Roadway Expansion of the portion of the Property depicted in Exhibit D as MV1 from the northwest corner heading east until the border of the Property, the Company shall dedicate thirty-eight and one-half (38 ½) feet of right-of-way and construct in accordance with the City's adopted standards a half road width of a minor collector road plus four (4) additional feet of asphalt up to a total of twenty-four (24) feet of asphalt for that portion of the

Roadway Expansion. On the eastern portion of MV1 along the dirt road that is currently identified on the City's Transportation Master Plan as Zero Street, the Company shall dedicate sixty-one (61) feet of right-of-way for the portion of the Property abutting Zero Street for half of a minor arterial road and pay to the City half of the costs as of the Effective Date to construct the road in accordance with the City's adopted standards. From the southernmost portion of the Property abutting Zero Street, the Company shall dedicate the right-of-way and construct a minor collector road towards Tyson Parkway to the western border of the property. For the portions of the road that are surrounded on both sides by the Property, the Company shall dedicate seventy-seven (77) feet of right-of-way in an alignment agreed upon by the Parties and construct the road in accordance with the City's adopted standards for minor collector roads. For the remaining portions of the road that are on the border of the Property, the Company shall dedicate forty-two and one half (38 ½) feet of right-of-way and construct a half road width of a minor collector road plus four (4) additional feet of asphalt up to a total of twenty-four (24) feet of asphalt. Along the portion of the Property that abuts Pole Canyon Boulevard, the Company shall dedicate sixty-one (61) feet of right-of-way and pay to the City the cost as of the Effective Date to add eight (8) additional feet of asphalt, two and one half (2 ½) feet of curb and gutter, and asphalt for an eight (8) foot asphalt path along the roadway.

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

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

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

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

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

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

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

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

manner not permitted hereunder, the Company shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore such damaged or altered property in as good a condition as existed before such Public Ways Construction commenced. Notwithstanding anything to the contrary contained in Section 9.1, if the Company fails to cure a default of its obligations under this Section 5.4 within the applicable cure period under Section 9.1, then (i) the City's sole and exclusive remedy under this Agreement shall be to seek damages from the Company, subject to Section 9.3, or specific performance of the Company's obligations under this Section 5.4, and (ii) the City shall not have the right to terminate this Agreement as the result of any default by the Company of its obligations under this Section 5.4.

ARTICLE VI MORTGAGES

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

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

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

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

ARTICLE VII TERM

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

ARTICLE VIII THIRD PARTY TRANSACTIONS

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

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

ARTICLE IX DEFAULT AND REMEDIES

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

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

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

ARTICLE X MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.14 Confidential Information. The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, all building plans, building diagrams, business projections, non-public financial information, and operating data related to the Company, including, but not limited to water utilization rates shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy

of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

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

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

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

[Signatures appear on following page]

CITY:

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

Tom Westmoreland, Mayor

ATTEST:

City Recorder

APPROVED TO FORM:

City Attorney

COMPANY:

LLC,
a limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY

Exhibit A: Legal Description

The Land is described as follows:

PARCEL 1:

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

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

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

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

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

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

BEGINNING AT A POINT SOUTH 89°36'26" EAST 94.33 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36'26" EAST 14.01 FEET; THENCE SOUTH 01°28'18" EAST 140.64 FEET; THENCE SOUTH 89°37'35" EAST 88.13 FEET; THENCE SOUTH 00°22'25" WEST 97.00 FEET; THENCE NORTH 89°37'35" WEST 105.00 FEET; THENCE NORTH 00°22'25" EAST 97.00 FEET; THENCE SOUTH 89°37'35" EAST 2.86 FEET; THENCE NORTH 01°28'18" WEST 140.64 TO THE POINT OF BEGINNING.

PARCEL 2:

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

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

PARCEL 3: INTENTIONALLY DELETED.

PARCEL 4:

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

ALSO BEING DESCRIBED AS FOLLOWS:

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

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

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

EXHIBIT B
PROJECT APPROVALS

Complete Approvals

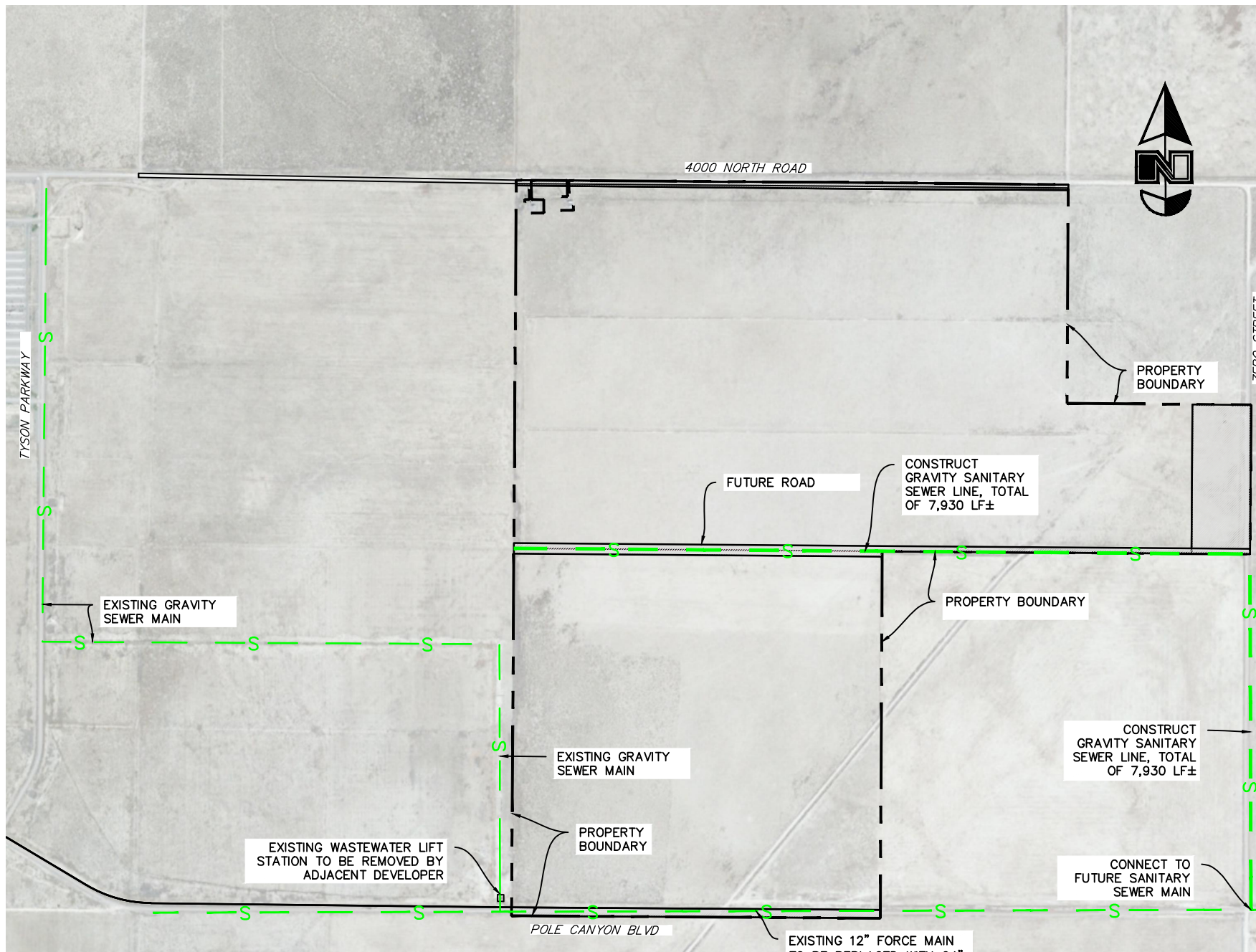
1. City Council Adoption of Ordinance [O-XX-2024 on XX, 2024] approving this agreement

Remaining Project Approvals

1. City Council approval of the Water and Sewer Agreement (or administrative approval of same, if appropriate).
2. Development Review Committee (DRC) approval of the RTI (Regional Technology and Industry) Site Plan; approvals for each building, including construction plans and documents.
3. Administrative approval of any subdivision plats that are in line with the RTI Site Plan and uses outlined in this agreement.
4. City Engineer approval of a grading and excavation permit for work on the project site within ten (10) Business Days following submission of an application.
5. Building permit(s)
6. Building inspections and on-site facility inspections
7. Construction permit(s) for off-site utilities/facilities.
8. Inspections for off-site utilities/facilities.
9. Permit for off-site fiber
10. Storm Water Pollution Prevention Plan (SWPPP) permit(s)
11. Traffic Control plan

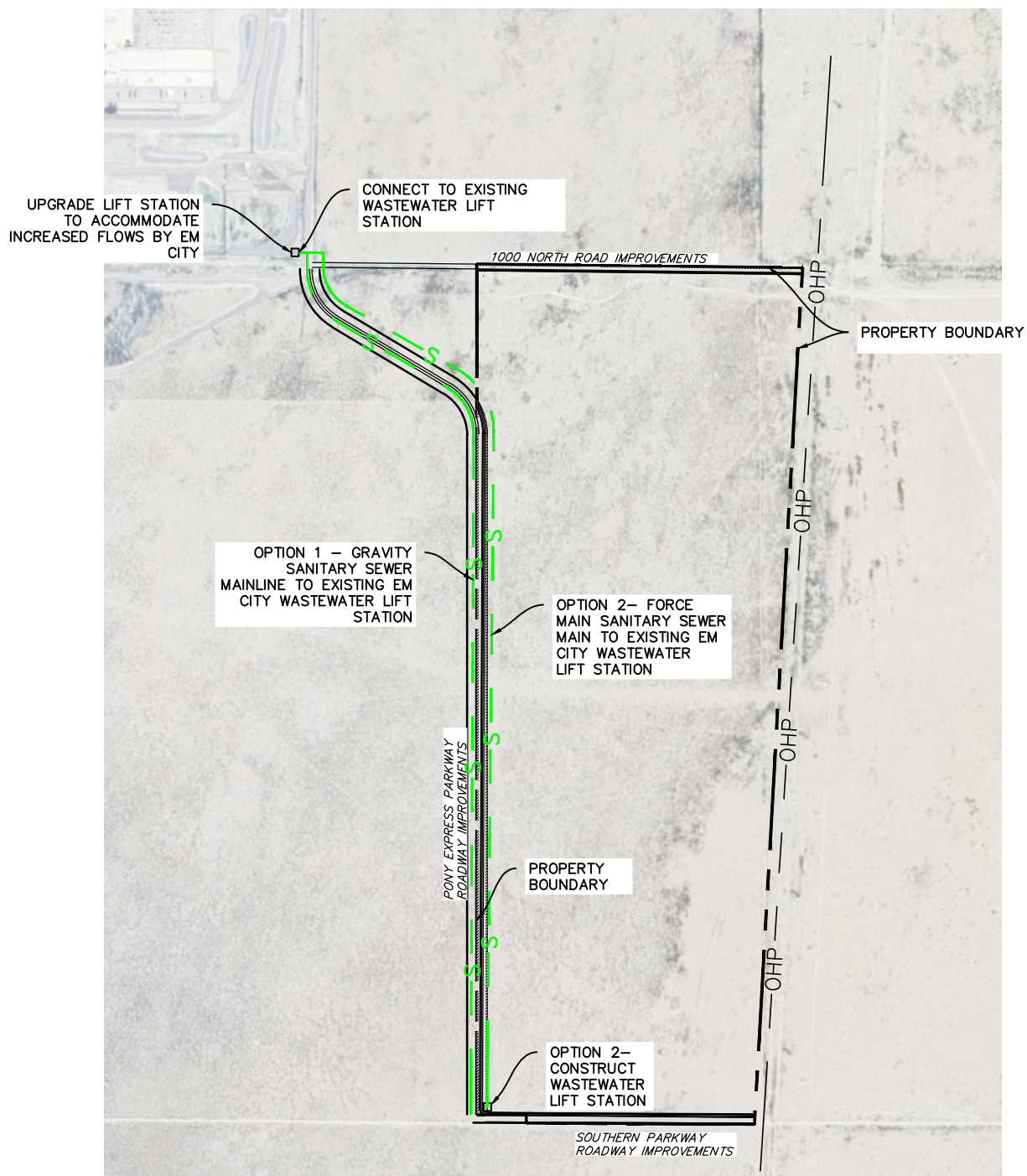
EXHIBIT C

SEWER IMPROVEMENTS



tract

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



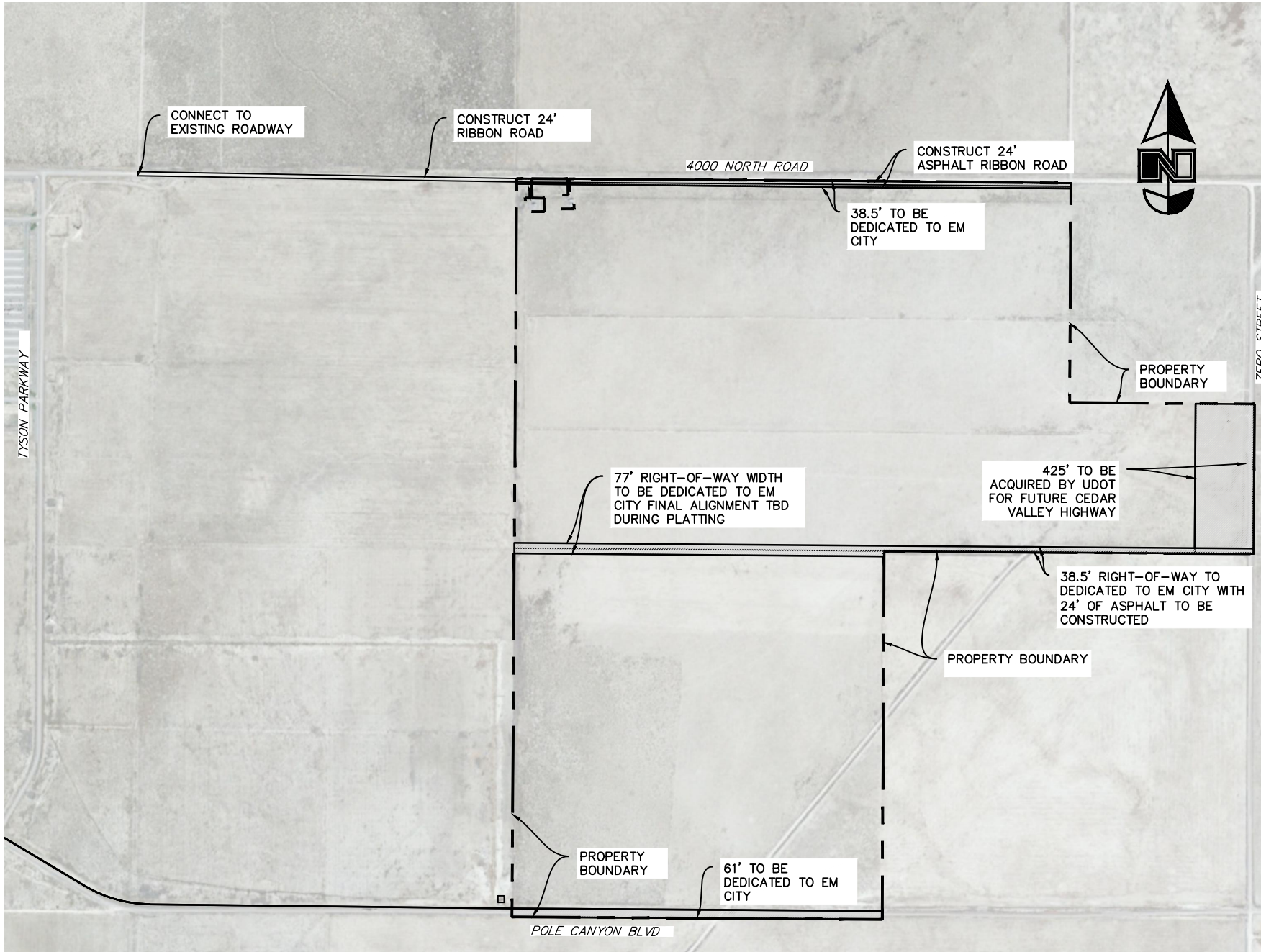
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EXHIBIT C
MV2 - OFF-SITE SEWER
IMPROVEMENTS
EAGLE MOUNTAIN, UTAH

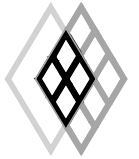


EXHIBIT D

ROADWAY EXPANSION

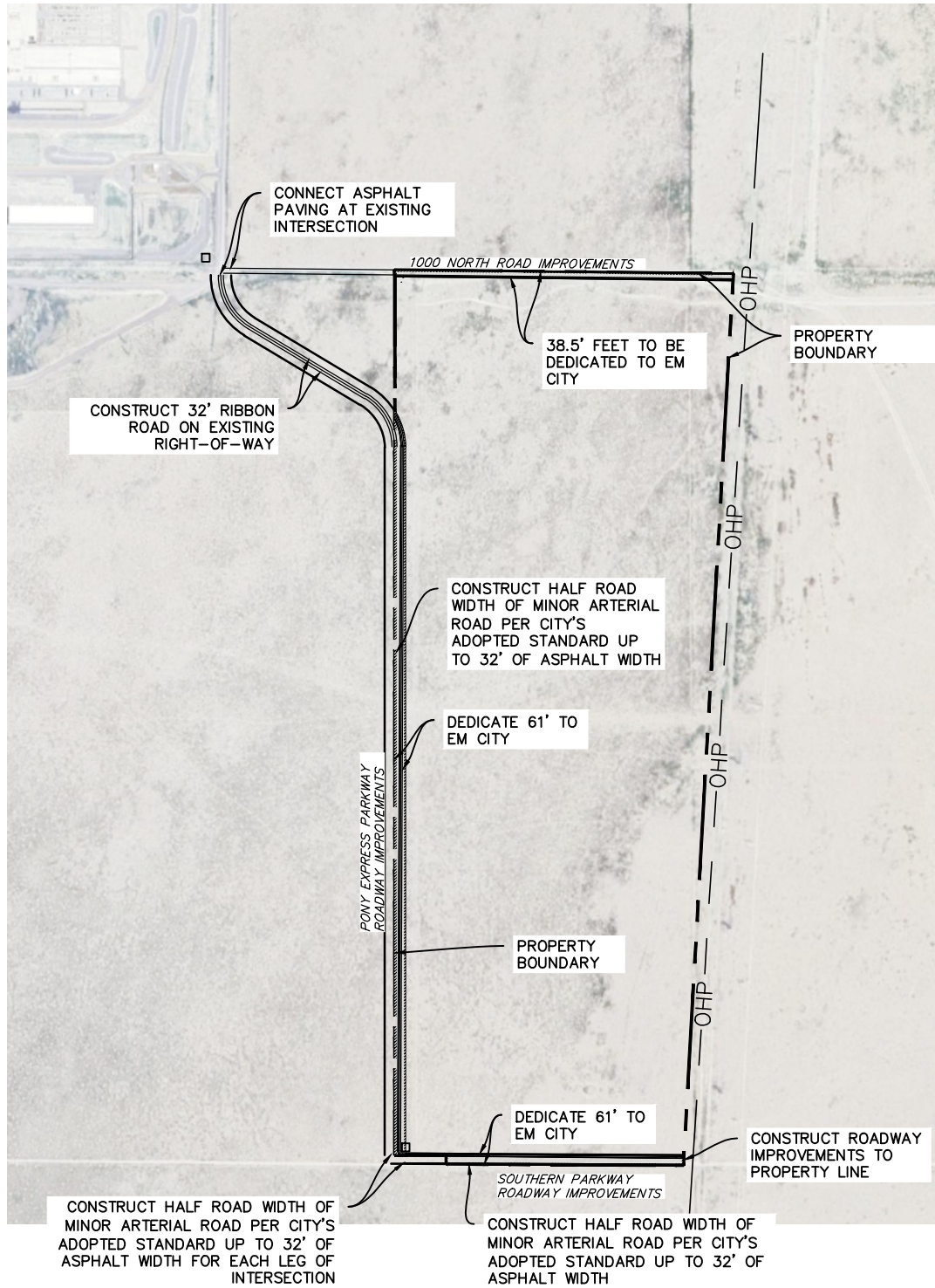


1"=1000'



tract

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



1"=1000'

EXHIBIT D
MV2 - OFF-SITE ROADWAY
IMPROVEMENTS
EAGLE MOUNTAIN, UTAH

tract

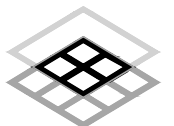
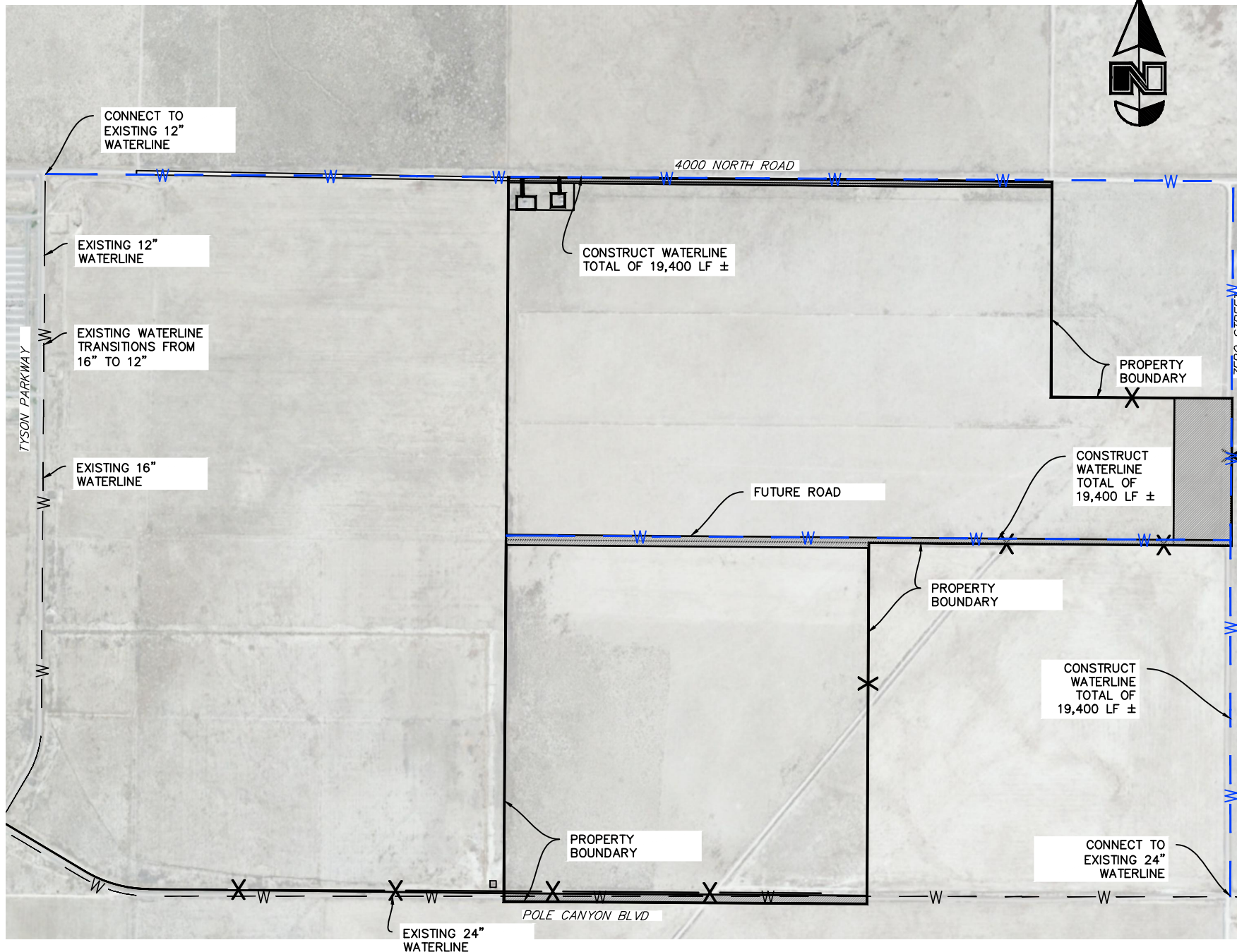


EXHIBIT E

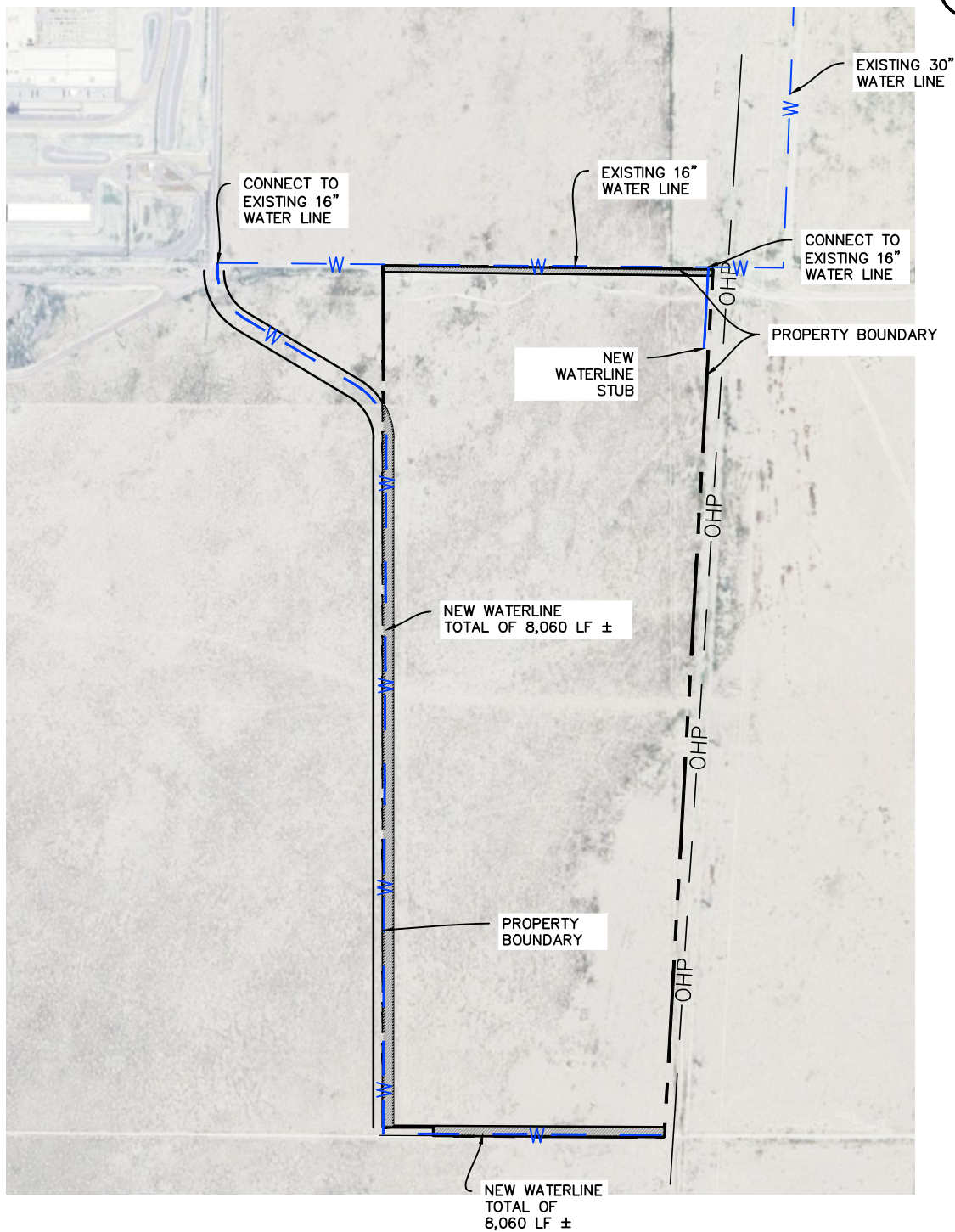
WATER IMPROVEMENTS



tract

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

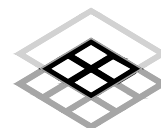
1"=1000'



1"=1000'

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

tract





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Adopting the Triple Tail Community Reinvestment Project Area Plan, as Approved by the Eagle Mountain Redevelopment Agency, as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

No

PREPARED BY

Evan Berrett, Economic
Development Director

PRESENTED BY

Evan Berrett

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance of Eagle Mountain City, Utah, adopting the Triple Tail Community Reinvestment Project Area Plan, contingent upon approval by the Redevelopment Agency of Eagle Mountain City, as the Official Community Reinvestment Project Area Plan for the Project Area and directing that notice of the adoption be given as required by statute.

BACKGROUND:

The proposed ordinance will allow for the creation of the Triple Tail Community Reinvestment Project Area. This Plan is the end result of a comprehensive evaluation of the types of appropriate land uses and economic development for the land, which lies within twenty-four parcels in the City. The north parcels are south of 4000 North, north of Pole Canyon Blvd, and east of Tyson Pkwy. The south parcel is south of 1000 North and east of Pony Express Pkwy. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. ORD--Triple Tail Project Area Plan

2. Triple Tail Project Area Plan - DRAFT

WHEN RECORDED, RETURN TO:

EAGLE MOUNTAIN CITY
1650 E STAGECOACH RUN
EAGLE MOUNTAIN, UTAH 84005

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE
TRIPLE TAIL COMMUNITY REINVESTMENT PROJECT AREA PLAN,
AS APPROVED BY THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY,
AS THE OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN
FOR THE PROJECT AREA AND DIRECTING THAT NOTICE OF THE ADOPTION BE
GIVEN AS REQUIRED BY STATUTE.**

PREAMBLE

WHEREAS, the Board of the Redevelopment Agency of Eagle Mountain City (the “Agency”), having prepared a Project Area Plan (the “Plan”) for the Triple Tail Community Reinvestment Project Area (the “Project Area”), the boundary description attached hereto as EXHIBIT A, pursuant to Utah Code Annotated (“UCA”) § 17C-5-105, and having held the required public hearing on the Plan on August 20, 2024, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area attached hereto as EXHIBIT B; and

WHEREAS, the Utah Community Reinvestment Agency Act (the “Act”) mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109; and

WHEREAS, the Act also requires that notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

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

1. Eagle Mountain City hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the “Official Plan”).
2. City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).

3. Pursuant to UCA § 17C-5-106(5), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall take effect upon publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 20th day of August, 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

EXHIBIT A

PROJECT AREA BOUNDARY DESCRIPTION

Monte Vista North

North half and the Southwest quarter of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Less and excepting therefrom the following described property conveyed to Steven George Smith and Kay Smith in that certain Warranty Deed recorded June 12, 1997 as Entry No. 44889 in Book 4293 at Page 427 of Official Records, more particularly described as follows:

The North half of the North half of the North half of the Southeast quarter of the Northeast quarter; and the North half of the South half of the North half of the North half of the Southeast quarter of the Northeast quarter; and the Northeast quarter of the Northeast quarter of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Also less and except therefrom the following described property conveyed to Shark Investments Corp., Inc. in that certain Special Warranty Deed recorded April 06, 2009 as Entry No. 35757:2009 of Official Records, more particularly described as follows:

Beginning at a point South 89°36'26" East 369.61 feet along the section line from the Northwest corner of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the North line of said Section 15, South 89°36'26" East 12.00 feet; thence South 00°42'29" East 115.71 feet; thence East 32.80 feet; thence South 101.00 feet; thence West 101.00 feet; thence North 101.00 feet; thence East 56.20 feet; thence North 00°42'29" West 115.80 feet to the point of beginning.

Also less and except therefrom the following described property conveyed to Shark Investments Corp., Inc. in that certain Special Warranty Deed recorded May 04, 2009 as Entry No. 48701:2009 of Official Records, more particularly described as follows:

Beginning at a point South 89°36'26" East 94.33 feet along the section line from the Northwest corner of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the North line of said Section 15, South 89°36'26" East 14.01 feet; thence South 01°28'18" East 140.64 feet; thence South 89°37'35" East 88.13 feet; thence South 00°22'25" West 97.00 feet; thence North 89°37'35" West 105.00 feet; thence North 00°22'25" East 97.00 feet; thence South 89°37'35" East 2.86 feet; thence North 01°28'18" West 140.64 to the point of beginning.

Monte Vista South #1

A parcel of ground located in Section 31, Township 6 South, Range 1 West, and Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian, City of Eagle Mountain, Utah County, Utah, more particularly described as:

Beginning at point on the Westerly line of a gas easement recorded in the Utah County Recorder's Office, July 23, 1991, and December 12, 2001, Entry No's. 28818 (Book 2815, Page 569) and 130191:2001, said point being 1,254.67 feet North 89°43'21" West along the South line of the Southwest Quarter, from the South quarter corner, Section 31, Township 6 South, Range 1 West, Salt Lake Base and Meridian; running thence North 89°43'21" West, 1,416.02 feet along said South

line to the Southwest corner of said Section 31; thence North 0°14'57" East, 53.66 feet along the West line of the Southwest quarter of said Section 31; thence North 90°00'00" West, 307.40 feet; thence North 0°00'00" East, 5,283.41 feet to the North line of the Northeast quarter of said section 36; thence South 89°24'28" East, 330.02 feet to the Northeast corner of said Section 36; thence South 89°19'56" East, 1692.00 feet along the North line of the Northwest Quarter of said Section 31 to a point on the Westerly line of said gas line easement; thence South 3°12'48" West, 5,329.18 feet along the westerly line of said gas line easement and the point of beginning.

Monte Vista South #2

Beginning at the Southeast corner of Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°39'14" West 329.85 feet; thence North 0°14'59" East 2662.93 feet; thence North 0°14'37" East 2600.63 feet; thence South 5212.08 feet; thence East 307.45 feet; South 0°14'38" West 53.42 feet to the point of beginning.

Also being described as follows:

All of Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian. Less and excepting therefrom the following described real property:

Commencing at a point 82.5 feet East of the Northwest corner of Section 31, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence West 412.5 feet; thence South 5,280 feet; thence East 825 feet; thence North 1,056 feet; thence West 412.5 feet; thence North 4,224 feet to point of beginning.

Also less and excepting therefrom all that portion lying within STEEPLECHASE SOUTH SUBDIVISION recorded June 01, 2020 as Map Filing No. 17093 and as Entry No. 74983:2020 of Plats.

Pole Canyon

A parcel of land situate within East half of the West half (E-1/2 of W-1/2) and the East half (E-1/2) of Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah and being more particularly described as follows:

Beginning at the Utah County brass cap monument marking the quarter corner common to Sections 15 & 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 0°22'24" West, along the quarter section line, a distance of 2592.46 feet, to the proposed Northerly line of Pole Canyon Boulevard; thence along said Northerly line the following three (3) courses: (1) North 89°40'33" West, a distance of 2619.49 feet, to a point of curvature; (2) Northwesterly along the arc of a 923.00 foot-radius curve to the right, though a central angle of 30°36'36", a distance of 493.11 feet, the long chord of which bears North 74°22'15" West, a distance of 487.26 feet; (3) North 59°03'57" West, a distance of 722.41, to the Easterly Line of Tyson Parkway, as shown on the Tyson Subdivision, recorded as Entry No.: 95910:2019, Map No.: 16725 of official records; thence along said Easterly line the following four (4) courses: (1) North 30°56'03" East, a distance of 389.58 feet, to a point of curvature; (2) Northeasterly along the arc of a 700.00 foot-radius curve to the left, though a central angle of 30°32'01", a distance of 373.04 feet, the long chord of which bears North 15°40'03" East, a distance of 368.64 feet; (3) North 0°24'02" East, a distance of 3998.96 feet, to a point of curvature; (4) Northeasterly along the arc of a 50.00 foot-radius curve to the right, though a central angle of 90°11'51", a distance of 78.71 feet, the long chord of which bears North 45°29'58" East, a distance of 70.83 feet, to the South line of proposed 4000 North Street (Pole Line Road); thence South 89°23'59" East, along said South line being 47.00 feet perpendicularly distant to and parallel with the North line of the Northwest Quarter of said Section 16, a distance of 696.00 feet, to a point of intersection with the North-South Center Quarter line; thence South 89°24'26" East, continuing along said South

line and 47.00 feet perpendicularly distant Southerly of the North line of the Northeast Quarter, a distance of 2001.11 feet, to the West line of the Robyn G. Walden (ETAL) parcel 59:048:0005, being an aliquot line of the section; thence along said Walden parcel and the aliquot section lines the following two (2) courses: (1) South $0^{\circ}38'09''$ West, a distance of 621.50 feet, to a 5/8" rebar and cap stamped "MCNEIL ENG." Marking the NE-NE 1/64th corner; (2) South $89^{\circ}23'25''$ East, a distance of 669.91 feet, to the N-N 1/64th corner common to said Section 15 & 16; thence South $0^{\circ}22'17''$ West, along the quarter section line common to said Section 15 & 16, a distance of 2006.12 feet, to the point of beginning.

EXHIBIT B

OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN



PUBLIC
FINANCE
ADVISORS



EAGLE MOUNTAIN
REDEVELOPMENT
AGENCY

JULY 2024

PROJECT AREA PLAN:
TRIPLE TAIL COMMUNITY
REINVESTMENT AREA

PREPARED BY:

LRB PUBLIC FINANCE ADVISORS
FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

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DEFINITIONS

As used in this Community Reinvestment Project Area Plan, the term:

"Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"Agency" shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

"Base taxable value" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

"Base year" shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

"City" or "Community" shall mean the City of Eagle Mountain.

"Legislative body" shall mean the City Council of Eagle Mountain which is the legislative body of the City.

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (42) and 17C-5-104(3)(e).

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

"Project Area Budget" shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- the base taxable value of property in the Project Area;
- the projected tax increment expected to be generated within the Project Area;
- the amount of tax increment expected to be shared with other taxing entities;
- the amount of tax increment expected to be used to implement the Project Area plan;

- for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

“Project Area Plan” or “Plan” shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the TRIPLE TAIL PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

“Taxes” includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

“Taxing Entity” shall mean any public entity that levies a tax on any property within the Project Area.

“Tax Increment” shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

“Tax Increment Period” shall mean the period in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

“Tax Year” shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2023 - October 31, 2024 tax year.

INTRODUCTION

The Eagle Mountain Redevelopment Agency (the “Agency”), following thorough consideration of the needs and desires of Eagle Mountain City (the “City”) and its residents, as well as the City’s capacity for new development, has carefully crafted this draft Project Area Plan (the “Plan”) for the Triple Tail Community Reinvestment Project Area (the “Project Area”). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within twenty-four parcels in the City. The north parcels are south of 4000 North, north of Pole Canyon Blvd, and east of Tyson Pkwy. The south parcel is south of 1000 North and east of Pony Express Pkwy. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

RESOLUTION AUTHORIZING THE PREPARATION OF A DRAFT COMMUNITY REINVESTMENT PROJECT AREA

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **April 2, 2024**.

RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY REINVESTMENT PROJECT AREA PLAN

In order to adopt a community reinvestment project area plan, the Agency shall;

- Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency’s deliberations and considerations regarding the Project Area; and

- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within twenty-four parcels in the City. The north parcels are south of 4000 North, north of Pole Canyon Blvd, and east of Tyson Pkwy. The south parcel is south of 1000 North and east of Pony Express Pkwy. All the land within the Project Area is currently designated as vacant land. The Project Area is comprised of approximately 1,170.44 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Exhibit C**.

GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING DENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA

GENERAL LAND USES

The property within the Project Area is currently classified as vacant property. The Meta Data Center Complex is immediately northwest of the Project Area's south parcel and the Tyson Foods Plant is west of the northern parcels.

LAYOUT OF PRINCIPAL STREETS

There are currently no paved streets within the Project Area, both parcels are accessible by peripheral roads.

POPULATION DENSITIES

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

BUILDING DENSITIES

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

IMPACT OF COMMUNITY REINVESTMENT ON LAND USE, LAYOUT OF PRINCIPAL STREETS, AND POPULATION DENSITIES

Community reinvestment activities within the Project Area will primarily consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include data centers and affiliated office spaces.

Land Use – It is anticipated that future development within the Project Area will create space for a data center complex. Other supplementary developments may take place during future phases of the development.

Layout of Principal Streets – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

Population Densities – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 335 new jobs.

STANDARDS GUIDING THE COMMUNITY REINVESTMENT

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

CONFORMANCE OF THE PROPOSED DEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT

The Project Area is being created to assist with the construction of a future data center complex.

METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE THE COMMUNITY REINVESTMENT AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDCUtah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developer's financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc. Any participation between the Agency, developers and property owners shall be by an approved agreement.

REASON FOR SELECTION OF THE PROJECT AREA

The Project Area is currently vacant and underutilized. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.

DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA

PHYSICAL CONDITIONS

The Project Area consists of approximately 671.49 acres of relatively flat, privately owned land as shown on the Project Area map.

SOCIAL CONDITIONS

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area, which is currently vacant, under the greenbelt classification or used for similar types of development as contemplated in the Project Area.

ECONOMIC CONDITIONS

The Project Area is currently vacant and underutilized. The Agency desires to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- Foster and accelerate economic development;
- Stimulate job development;
- Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space; and
- Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as large investments of personal property within the data centers. Property values include land, buildings and personal property (servers, machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within proximity of the workplace (assuming the services are available).

EFFORTS TO MAXIMIZE PRIVATE INVESTMENT

The agency has formed a partnership with the developers to realize the vision of this Project Area. It is anticipated that each phase of the development will require over \$1 billion of private capital. Creating a CRA will act as a catalyst for the development.

"BUT FOR" ANALYSIS

The anticipated development includes numerous costs, including land purchase, infrastructure, and over personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

PUBLIC BENEFIT ANALYSIS

Based on the land use assumptions and tax increment participation levels, the following tables outline the public benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create an economic benefit to the City and the other taxing entities that participate in the Project Area. The public benefit analysis only includes the tax increment projections on the first phase of the development. The Agency may be allowed to receive 20 years of tax increment for each phase that is undertaken, not to exceed 40 years for all phases beginning with the first-year increment is remitted to the Agency. Additional 20-year periods will be outlined in an amended Project Area Plan, as necessary.

Table 2: Projected CRA Budget

ENTITY	PERCENTAGE	LENGTH	TOTAL
Utah County	55%	20 Years	\$4,079,186
Alpine School District	55%	20 Years	\$36,177,907
Eagle Mountain City	55%	20 Years	\$3,258,375
Central Utah Water Conservancy District	55%	20 Years	\$2,487,309
Unified Fire Service Area – Salt Lake County	55%	20 Years	\$8,369,794
Total			\$54,372,571

Table 3: Projected Property Tax Funds for Taxing Entities (20 Years)

ENTITY	45% OF TIF	BASE YEAR TAXES	TOTAL
Utah County	\$3,337,516	\$483,728	\$3,821,244
Alpine School District	\$29,600,106	\$4,290,135	\$33,890,241
Eagle Mountain City	\$2,665,943	\$386,392	\$3,052,335
Central Utah Water Conservancy District	\$2,035,071	\$294,956	\$2,330,027
Unified Fire Service Area – Salt Lake County	\$6,848,013	\$992,527	\$7,840,540
Total	\$44,486,649	\$6,447,738	\$50,934,387

Table 4: Projected Annual Property Tax Funds at End of TIF Collection Period

ENTITY	CURRENT ANNUAL TAX	FUTURE TAX	% INCREASE
Utah County	\$24,186	\$539,507	
Alpine School District	\$214,507	\$4,784,838	
Eagle Mountain City	\$19,320	\$430,948	
Central Utah Water Conservancy District	\$14,748	\$328,968	
Unified Fire Service Area – Salt Lake County	\$49,626	\$1,106,977	
Total	\$322,386	\$7,191,238	2,231%

EXHIBIT A: PROJECT AREA MAP

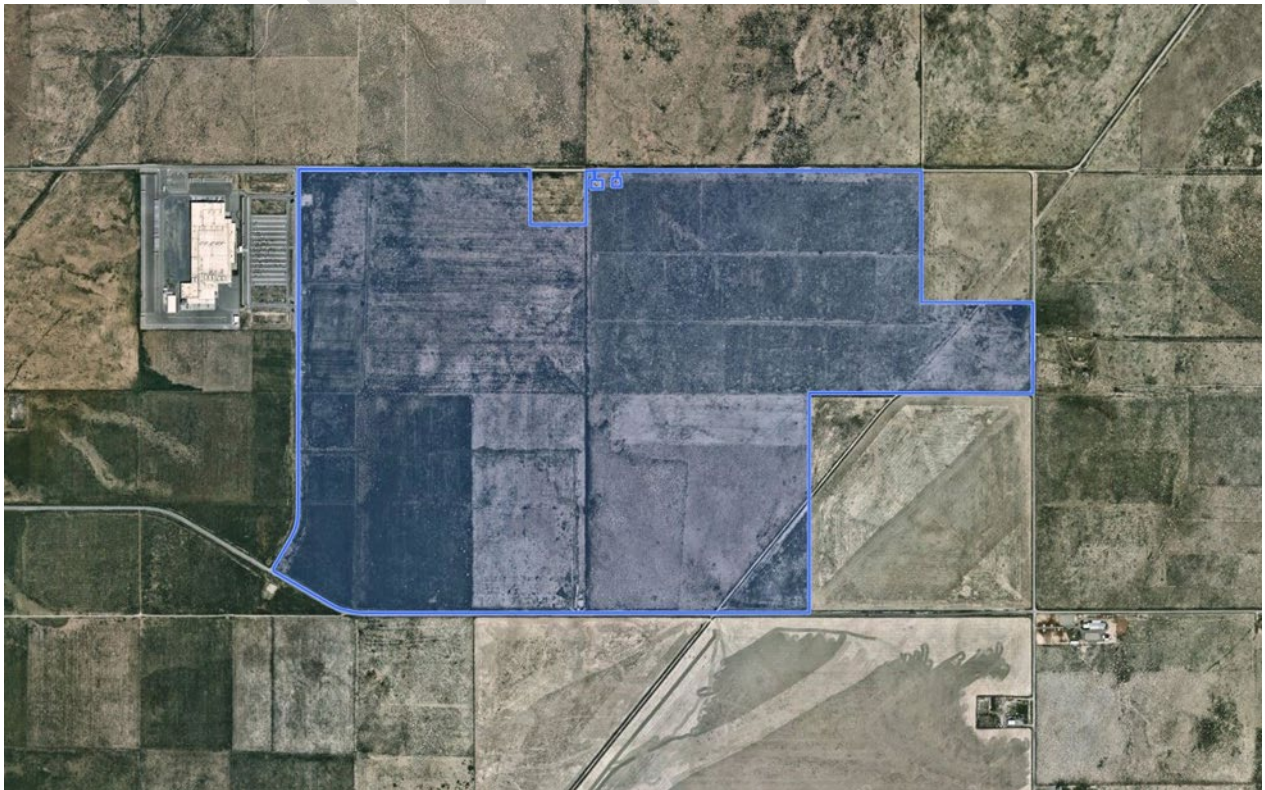


EXHIBIT B: LEGAL DESCRIPTION

Monte Vista North

North half and the Southwest quarter of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Less and excepting therefrom the following described property conveyed to Steven George Smith and Kay Smith in that certain Warranty Deed recorded June 12, 1997 as Entry No. 44889 in Book 4293 at Page 427 of Official Records, more particularly described as follows:

The North half of the North half of the North half of the Southeast quarter of the Northeast quarter; and the North half of the South half of the North half of the North half of the Southeast quarter of the Northeast quarter; and the Northeast quarter of the Northeast quarter of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Also less and except therefrom the following described property conveyed to Shark Investments Corp., Inc. in that certain Special Warranty Deed recorded April 06, 2009 as Entry No. 35757:2009 of Official Records, more particularly described as follows:

Beginning at a point South 89°36'26" East 369.61 feet along the section line from the Northwest corner of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the North line of said Section 15, South 89°36'26" East 12.00 feet; thence South 00°42'29" East 115.71 feet; thence East 32.80 feet; thence South 101.00 feet; thence West 101.00 feet; thence North 101.00 feet; thence East 56.20 feet; thence North 00°42'29" West 115.80 feet to the point of beginning.

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Beginning at a point South 89°36'26" East 94.33 feet along the section line from the Northwest corner of Section 15, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence along the North line of said Section 15, South 89°36'26" East 14.01 feet; thence South 01°28'18" East 140.64 feet; thence South 89°37'35" East 88.13 feet; thence South 00°22'25" West 97.00 feet; thence North 89°37'35" West 105.00 feet; thence North 00°22'25" East 97.00 feet; thence South 89°37'35" East 2.86 feet; thence North 01°28'18" West 140.64 to the point of beginning.

Monte Vista South #1

A parcel of ground located in Section 31, Township 6 South, Range 1 West, and Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian, City of Eagle Mountain, Utah County, Utah, more particularly described as:

Beginning at point on the Westerly line of a gas easement recorded in the Utah County Recorder's Office, July 23, 1991, and December 12, 2001, Entry No's. 28818 (Book 2815, Page 569) and 130191:2001, said point being 1,254.67 feet North 89°43'21" West along the South line of the Southwest Quarter, from the South quarter corner, Section 31, Township 6 South, Range 1 West, Salt Lake Base and Meridian; running thence North 89°43'21" West, 1,416.02 feet along said South line to the Southwest corner of said Section 31; thence North 0°14'57" East, 53.66 feet along the West line of the Southwest quarter of said Section 31; thence North 90°00'00" West, 307.40 feet; thence North 0°00'00" East, 5,283.41 feet to the North line of the Northeast quarter of said section 36; thence South 89°24'28" East, 330.02 feet to the Northeast corner of said Section 36; thence South 89°19'56" East, 1692.00 feet along the North line of the Northwest Quarter of said Section 31 to a point on the Westerly line of said gas line easement; thence South 3°12'48" West, 5,329.18 feet along the westerly line of said gas line easement and the point of beginning.

Monte Vista South #2

Beginning at the Southeast corner of Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°39'14" West 329.85 feet; thence North 0°14'59" East 2662.93 feet; thence North 0°14'37" East 2600.63 feet; thence South 5212.08 feet; thence East 307.45 feet; South 0°14'38" West 53.42 feet to the point of beginning.

Also being described as follows:

All of Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian. Less and excepting therefrom the following described real property:

Commencing at a point 82.5 feet East of the Northwest corner of Section 31, Township 6 South, Range 1 West, Salt Lake Base and Meridian and running thence West 412.5 feet; thence South 5,280 feet; thence East 825 feet; thence North 1,056 feet; thence West 412.5 feet; thence North 4,224 feet to point of beginning.

Also less and excepting therefrom all that portion lying within STEEPLECHASE SOUTH SUBDIVISION recorded June 01, 2020 as Map Filing No. 17093 and as Entry No. 74983:2020 of Plats.

Pole Canyon

A parcel of land situate within East half of the West half (E-1/2 of W-1/2) and the East half (E-1/2) of Section 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, County of Utah, State of Utah and being more particularly described as follows:

Beginning at the Utah County brass cap monument marking the quarter corner common to Sections 15 & 16, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 0°22'24" West, along the quarter section line, a distance of 2592.46 feet, to the proposed Northerly line of Pole Canyon Boulevard; thence along said Northerly line the following three (3) courses: (1) North 89°40'33" West, a distance of 2619.49 feet, to a point of curvature; (2) Northwesterly along the arc of a 923.00 foot-radius curve to the right, though a central angle of 30°36'36", a distance of 493.11 feet, the long chord of which bears North

74°22'15" West, a distance of 487.26 feet; (3) North 59°03'57" West, a distance of 722.41, to the Easterly Line of Tyson Parkway, as shown on the Tyson Subdivision, recorded as Entry No.: 95910:2019, Map No.: 16725 of official records; thence along said Easterly line the following four (4) courses: (1) North 30°56'03" East, a distance of 389.58 feet, to a point of curvature; (2) Northeasterly along the arc of a 700.00 foot-radius curve to the left, though a central angle of 30°32'01", a distance of 373.04 feet, the long chord of which bears North 15°40'03" East, a distance of 368.64 feet; (3) North 0°24'02" East, a distance of 3998.96 feet, to a point of curvature; (4) Northeasterly along the arc of a 50.00 foot-radius curve to the right, though a central angle of 90°11'51", a distance of 78.71 feet, the long chord of which bears North 45°29'58" East, a distance of 70.83 feet, to the South line of proposed 4000 North Street (Pole Line Road); thence South 89°23'59" East, along said South line being 47.00 feet perpendicularly distant to and parallel with the North line of the Northwest Quarter of said Section 16, a distance of 696.00 feet, to a point of intersection with the North-South Center Quarter line; thence South 89°24'26" East, continuing along said South line and 47.00 feet perpendicularly distant Southerly of the North line of the Northeast Quarter, a distance of 2001.11 feet, to the West line of the Robyn G. Walden (ETAL) parcel 59:048:0005, being an aliquot line of the section; thence along said Walden parcel and the aliquot section lines the following two (2) courses: (1) South 0°38'09" West, a distance of 621.50 feet, to a 5/8" rebar and cap stamped "MCNEIL ENG." Marking the NE-NE 1/64th corner; (2) South 89°23'25" East, a distance of 669.91 feet, to the N-N 1/64th corner common to said Section 15 & 16; thence South 0°22'17" West, along the quarter section line common to said Section 15 & 16, a distance of 2006.12 feet, to the point of beginning.

EXHIBIT C: PROJECT AREA PARCEL LIST

PARCEL ID	PARCEL OWNER	ACRES
590300008	UTLCO EAGLE MTN TWO LLC	228.61
590480006	OQUIRRH WOOD RANCH LLC	10.24
590480007	OQUIRRH WOOD RANCH LLC	10.24
590480008	OQUIRRH WOOD RANCH LLC	10.24
590480092	OQUIRRH WOOD RANCH LLC	10.59
590480038	OQUIRRH WOOD RANCH LLC	10.60
590480039	OQUIRRH WOOD RANCH LLC	10.60
590480106	OQUIRRH WOOD RANCH LLC	321.59
590480046	OQUIRRH WOOD RANCH LLC	10.31
590480045	OQUIRRH WOOD RANCH LLC	0.31
590480035	OQUIRRH WOOD RANCH LLC	10.61
590480041	OQUIRRH WOOD RANCH LLC	2.67
590480042	OQUIRRH WOOD RANCH LLC	7.58
590480047	OQUIRRH WOOD RANCH LLC	8.44
590480043	OQUIRRH WOOD RANCH LLC	1.80
590480019	OQUIRRH WOOD RANCH LLC	10.23
590480020	OQUIRRH WOOD RANCH LLC	10.23
590480015	OQUIRRH WOOD RANCH LLC	10.63
590480032	OQUIRRH WOOD RANCH LLC	10.63
590480029	PC INDUSTRIAL LLC	10.64
590480022	OQUIRRH WOOD RANCH LLC	10.23
590480102	OQUIRRH WOOD RANCH LLC	0.64
590480055	PC INDUSTRIAL LLC	9.90
590470011	UTLCO EAGLE MTN TWO LLC	442.88
Total		1,170.44



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement for Consulting Services for the Downtown Master Plan.
ITEM TYPE:	Resolution
FISCAL IMPACT:	TBD
APPLICANT:	

CURRENT GENERAL PLAN DESIGNATION & ZONE	ACREAGE

PUBLIC HEARING

No

PREPARED BY

PRESENTED BY

RECOMMENDATION:

Staff recommends the City Council adopt a resolution approving an agreement for consulting services for the Downtown Master Plan.

BACKGROUND:

City Council will receive presentations from three firms in the earlier work session. The three firms submitted proposals to offer their services to Eagle Mountain City for the completion of a Downtown Master Plan. The City Council may select their preferred firm during this scheduled item, if desired to do so at this meeting.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. RES--Downtown Master Plan Consulting Services

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES FOR THE DOWNTOWN MASTER PLAN

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement for consulting services for the Downtown Master Plan, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Agreement for consulting services for the Downtown Master Plan is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of August, 2024.

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, Utah on the 20th day of August, 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 20, 2024**

TITLE:	UPDATE - Legislative Priorities List
ITEM TYPE:	Communication Item
FISCAL IMPACT:	N/A
APPLICANT:	N/A

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

PUBLIC HEARING

No

PREPARED BY

Clifford Strachan, Director of
Legislative Affairs

PRESENTED BY

Clifford Strachan

RECOMMENDATION:

BACKGROUND:

EMMC 2.15.100 establishes a legislative priorities list to clarify by adoption or amendment the authorized ongoing priorities of the City Council and to provide direction to the City Administrator in prioritizing the day-to-day activities of the Director of Legislative Affairs. The list is provided for information and discussion. The City Council may make changes to the list of priorities via majority vote. The attached list includes a description of the issues prioritized, prioritization, status designation, and comments or updates concerning the item.

ITEMS FOR CONSIDERATION:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

1. Legislative Priorities List Update
2. Legislative Priorities List

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Long Horizon	<2035	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.
MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	In Progress	7/16/2024	8/6/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Staff is ready to present the topic for discussion.
MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	In Progress	9/30/2024	8/14/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023. Staff has brought this discussion to the Council twice this summer. Staff is reviewing a draft policy and application.
MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	In Progress	5/1/2024	8/14/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. Staff plans to bring the report to the Council in September.
MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Completed	12/31/2024	8/13/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. Recently the city's Consolidated Fee Schedule was updated to reflect this policy. Recommend completion for this item.
City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	In Progress	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.
A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	In Progress	4/30/2024	8/14/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September . We have an update ready to go. We are just waiting for an opening on an agenda.
Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	In Progress	3/31/2024	8/14/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council in September .

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	In Progress	8/31/2025	8/14/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map update. We have a breakout map exercise with members of Council and PC planned for August 19th to get initial comments on current and potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately 2-3 weeks later. Staff has also begun preparing a draft outline.
General Plan Update	Survey Data and Outline to the City Council	High Priority	In Progress	6/30/2024	8/14/2024	The survey is out to residents and we have over 1100 responses so far. Staff will meet with the consultant on Aug 20th to get a first look at survey results. Staff plans to show results to the Council on September 3rd.
General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	In Progress	9/30/2024	8/14/2024	Our next step for the GP is prepping the Future Land Use Map update. We have a breakout map exercise with members of Council and PC planned for August 19th to get initial comments on current and potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately 2-3 weeks later.
General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Not Started	6/30/2025	8/14/2024	Start in October.
General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Not Started	4/30/2025	8/14/2024	Some initial work has begun on this section to prepare an outline.
Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	In Progress	5/31/2024	8/14/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It was discussed and tabled at the June 18 meeting. Staff will consult with Council members on needed changes. Staff will bring this back to the Council in October, after the EMP/Ranches rezones have been given a final decision.
Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	In Progress	12/5/2023	8/14/2024	City has issued an RFP in expectations of adoption by MAG. Staff will be bringing an interlocal agreement for the funding for the funding of this project between EMC and MAG.
Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	In Progress	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.

Summary of Changes Since Last Report						
Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comments/Update
Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	In Progress	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	8/14/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc. Strategy discussion held with Council on 6/18/24. Surveying a preferred property is next.	5/16/2023	City Manager			X		X		
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/16/2024	8/6/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Staff is ready to present the topic for discussion.	8/15/2023	Draper							
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Do	In Progress	9/30/2024	8/14/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP in 2023. Staff has brought this discussion to the Council twice this summer. Staff is reviewing a draft policy and application.	1/3/2023	Strachan							
2024.003	14	Status Report on Master Plans	Per EMMC 2.19.030.J, provide periodic city council review of the prioritess and implementation strategies of the city's master plans. A discussion at the annual strategic planning meeting is also recommended.	Secondary Priority	Schedule	In Progress	9/30/2024	7/16/2024	Staff reported on the status of master plan reviews on 7/2/2024; the CC requested this item be added to the Legislative Priorities List for periodic status updates.	7/16/2024	Strachan			X		X		
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	8/14/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. Staff plans to bring the report to the Council in September.	8/15/2023	Berrett					X		
2023.018	21	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Do	Long Horizon	<2030	5/14/2024	Mid-Valley / Hidden Valley road study and additional funding for Airport road was approved by MAG on 2/1/24. In May, Utah Transportation Commission approved \$553M funding for the Mountain View Corridor from Cory Wride Fwy to 2100 North (2029); \$459M for the Cory Wride Fwy from Ranches Parkway to Mountain View Corridor (2029); and projects making it easier to cross Lehi and Saratoga Springs (2025 & 2026). Work is already happening on MVC at 2100 N but the timing of other projects is to be determined.	5/16/2023	Mumford			X		X		
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	Schedule	In Progress	7/30/2024	8/14/2024	Staff have obtained feedback from stakeholders. Next is an RFP for a consultant to update the plan.	5/16/2023	Mumford			X				X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	In Progress	12/31/2024	6/10/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023.	1/3/2023	Mumford					X		

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Delete	Completed	12/31/2024	8/13/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Last report provided December 2023. An update on MIHP strategies was presented on 6/4/2024. The city does not assess impact or other fees for ADUs. Recently the city's Consolidated Fee Schedule was updated to reflect this policy. Recommend completion for this item.	8/15/2023		Mumford						
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	In Progress	4/30/2024	8/14/2024	Agriculture, Industrial, and Commercial Storage zones have been to PC, coming to Council in September . We have an update ready to go. We are just waiting for an opening on an agenda.	9/19/2023		Larsen				X		
2023.024	22	Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	Do	In Progress	3/31/2024	8/14/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council in September .	5/16/2023		Larsen				X		
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	8/14/2024	Staff presented and the council approved a timeline for updating the General Plan (GP) on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Our next step for the GP is prepping the Future Land Use Map update. We have a breakout map exercise with members of Council and PC planned for August 19th to get initial comments on current and potential adjustments to the Future Land Use Map designations. A joint Council/PC public	5/16/2023		Larsen	X		X			
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	8/14/2024	The survey is out to residents and we have over 1100 responses so far. Staff will meet with the consultant on Aug 20th to get a first look at survey results. Staff plans to show results to the Council on September 3rd.	3/6/2024		Larsen						
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	8/14/2024	Our next step for the GP is prepping the Future Land Use Map update. We have a breakout map exercise with members of Council and PC planned for August 19th to get initial comments on current and potential adjustments to the Future Land Use Map designations. A joint Council/PC public meeting will occur approximately 2-3 weeks later.	3/6/2024		Larsen						
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	8/14/2024	Start in October.	4/2/2024		Larsen						
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024		Larsen						
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024		Larsen						
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	8/14/2024	Some initial work has begun on this section to prepare an outline.	3/6/2024		Larsen						
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025		Future	3/6/2024		Larsen						
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024		Larsen						

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	12/31/2024	3/28/2024	Not started. This item will be evaluated further by staff.	4/2/2024	Larsen Trusty			X				
2024.001j (was 2023.023 & 2023.049)	24	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	In Progress	12/31/2024	8/1/2024	Psomas has been hired to do this element. Work will begin in the late summer/early fall.	4/2/2024	Larsen			X		X	X	
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	In Progress	5/31/2024	8/14/2024	An Historic Zones Code Amendment has received a recommendation from the PC for adoption. It was discussed and tabled at the June 18 meeting. Staff will consult with Council members on needed changes. Staff will bring this back to the Council in October, after the EMP/Ranches rezones have been given a final decision.	5/16/2023	Larsen					X		
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	5/14/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code. Staff will resume exploring this issue now that the 2024 regular legislative session has concluded.	5/16/2023	Larsen					X		
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2024	This has been assigned to a planner and the research/drafting process will resume.	5/16/2023	Larsen					X		
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	5/14/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has said his work is mostly complete in cataloging properties. A summer intern is currently helping Todd with this project, which should help with completion.	8/15/2023	Larsen					X		
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen					X		
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	6/30/2024	7/19/2024	The consultant, Galloway, presented the draft plan to the Council for discussion on May 21.	5/16/2023	Weber			X		X		X
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	6/26/2024	A report will include proposed upgrades to the system and where it can be implemented. Report was expected in June, now July.	5/16/2023	Trusty			X			X	
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2024	5/30/2024	Contractor is on site.	5/16/2023	Trusty			X		X		

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Schedule	In Progress	12/31/2025	8/1/2024	Civil Science has been awarded the design contract for this project. Completion is expected by fall 2025.	5/16/2023		Trusty			X		X		
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	8/14/2024	City has issued an RFP in expectations of adoption by MAG. Staff will be bringing an interlocal agreement for the funding for the funding of this project between EMC and MAG.	8/15/2023		Trusty			X		X		
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	In Progress	6/30/2024	5/30/2024	The council wants clarity to the parking code and become the land use authority. Engineering is collaborating with Planning to move this forward.	8/15/2023		Trusty			X				
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	8/13/2024	Public Works selected OpenGov - Cartegraph software for asset management. PW staff are currently adding their assets to the program. Preliminary work has begun on a draft capital asset policy.	5/16/2023		Ruesch Hickman			X		X		
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	8/14/2024	All school zones have been freshly painted. Possible new locations will warrant crossing guards; city staff will be monitoring as school starts. Silverlake, Blackridge, Mountain Trails, and Eagle Valley Elementary Schools will be a focus for evaluation (UDOT formula).	8/15/2023		Hickman Kofoed Hilton							
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023		Hickman					X		X
Proposed																			
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.			Strachan Hickman							X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.										
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for ..	Proposed	-	-						Hickman						X	
2023.029	21	Master Plan Process	Council members want to know how they can be involved in the city infrastructure master plan process.	Proposed	-	-		7/2/2024	Write a memo; also relates to EMMC 2.19.030.J.			Mumford					X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Dashboard for Economic Development is live, but going through some updates. Dashboard that includes more data from OpenGov is pending final rollout to Building Department 7/18/2024.			Mumford Berrett					X		

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.			Mumford						X
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.			Mumford			X			
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a map, etc.	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.			Larsen						
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.			Larsen			X			
Completed																		
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	High Priority	-	Completed	5/16/2024	5/7/2024	If a local mobile business owner needs a license, we will issue it as a normal business license; but state law requires us to honor other instate business licenses. There is no action required.	5/16/2023		Larsen			X			
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023		Larsen			X			
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023		Larsen				X		
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023		Larsen			X			
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023		Larsen	X		X			
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023		Draper				X		
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023		Maffitt			X			
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023		Strachan						

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement	
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023	Larsen						X		
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023	Mumford						X		
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023	Trusty		X						
2023.027	14	Second Class City Requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.		Strachan						X		

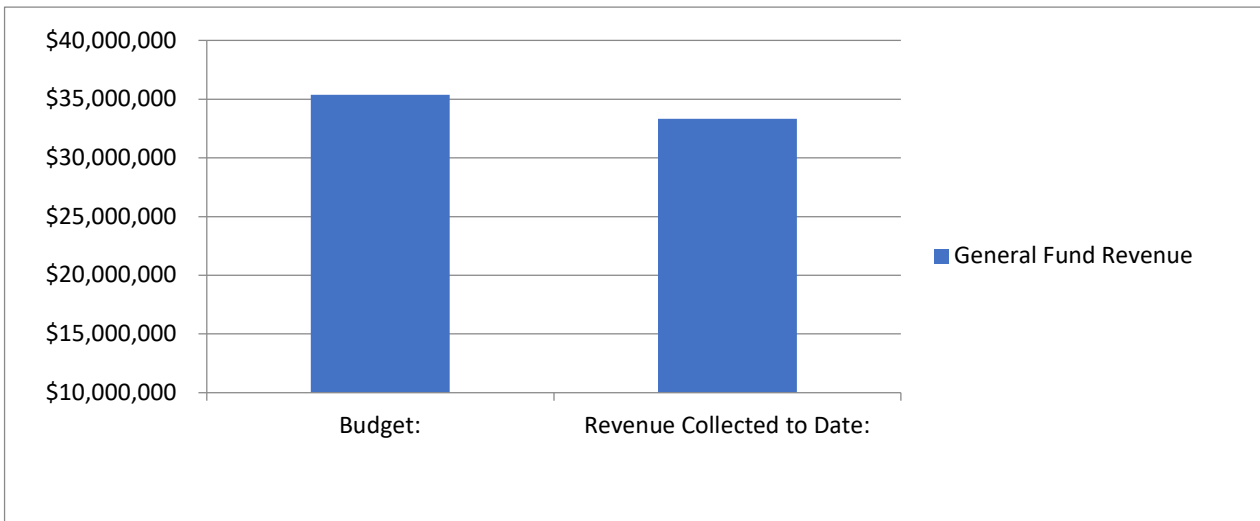
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through June 2024

GENERAL FUND

General Fund Revenues

Budget:	\$ 35,374,922
Revenue Collected to Date:	\$ 33,330,469
Percent of Total Budget Collected:	94%
Percent of Year Completed:	100%



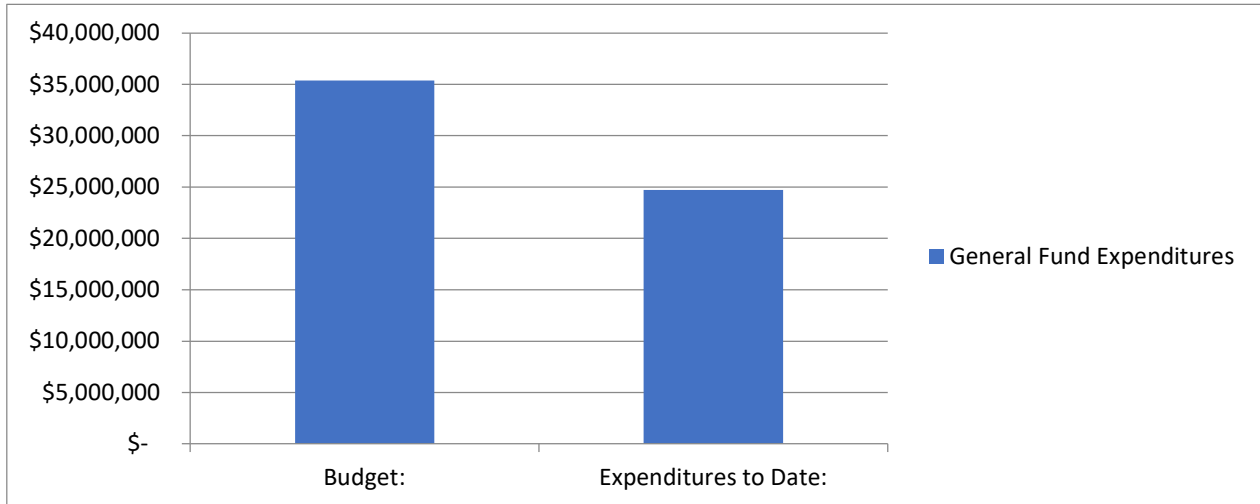
Revenue Analysis

Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 20,551,470	\$ 19,861,098	96.64%
Licenses and Permits	\$ 30,000	\$ 36,833	122.78%
Planning Building & Eng Fees	\$ 5,356,953	\$ 6,055,624	113.04%
Intergovernmental	\$ 2,682,426	\$ 2,758,070	102.82%
Charges for Services	\$ 405,500	\$ 420,992	103.82%
Recreation	\$ 129,000	\$ 138,841	107.63%
Utility Revenue	\$ -	\$ 110,173	0.00%
Fines & Forfeitures	\$ 15,000	\$ 19,700	131.33%
Other Revenues	\$ 1,269,252	\$ 761,580	60.00%
Interfund Transfers	\$ 2,430,387	\$ 2,098,760	86.35%
Special Revenues & Resources	\$ 2,504,934	\$ 1,068,798	42.67%

Note:

General Fund Expenditures

Budget: \$ 35,374,922
Expenditures to Date: \$ 24,706,430
Percent of Total Budget Expended: 70%
Percent of Year Completed: 100%



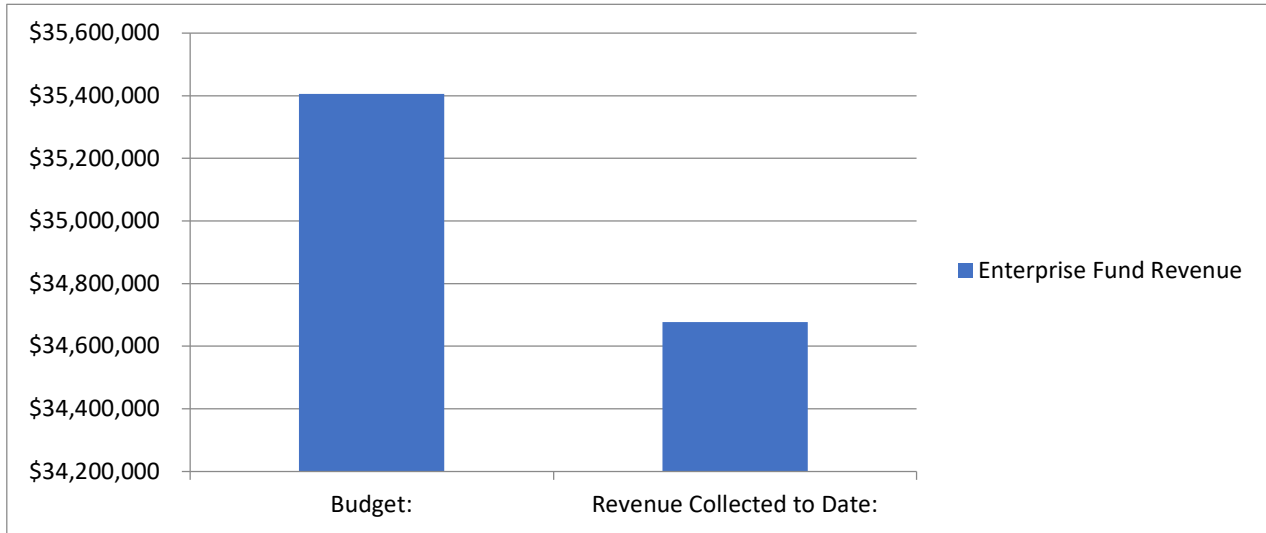
Expense Analysis

				% Yr.	
		Budget	To Date	% Expended	Completed
11	General Government	\$ 4,681,354	\$ 4,084,063	87%	100%
18	Community Services	\$ 5,938,832	\$ 3,094,388	52%	100%
19	Department Services	\$ 3,364,911	\$ 2,547,391	76%	100%
21	Public Safety	\$ 6,695,094	\$ 5,899,711	88%	100%
32	Planning & Zoning	\$ 1,685,491	\$ 1,104,869	66%	100%
33	Building Inspections	\$ 1,723,504	\$ 1,487,493	86%	100%
41	Public Works	\$ 7,136,080	\$ 6,488,514	91%	100%
61	Interfund Transfers	\$ 4,149,656	\$ -	0%	100%

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 35,406,286
Revenue Collected to Date: \$ 34,678,143
Percent of Total Budget Collected: 98%
Percent of Year Completed: 100%



Revenue Analysis

		% Yr.			
		Budget	To Date	% Received	Completed
51	Water Fund	\$ 19,264,005	\$ 20,483,563	106%	100%
52	Sewer Fund	\$ 11,840,098	\$ 9,864,087	83%	100%
57	Solid Waste Fund	\$ 2,620,833	\$ 2,729,816	104%	100%
59	Storm Drain Fund	\$ 1,681,350	\$ 1,600,677	95%	100%

Fund 51 - Water Fund:

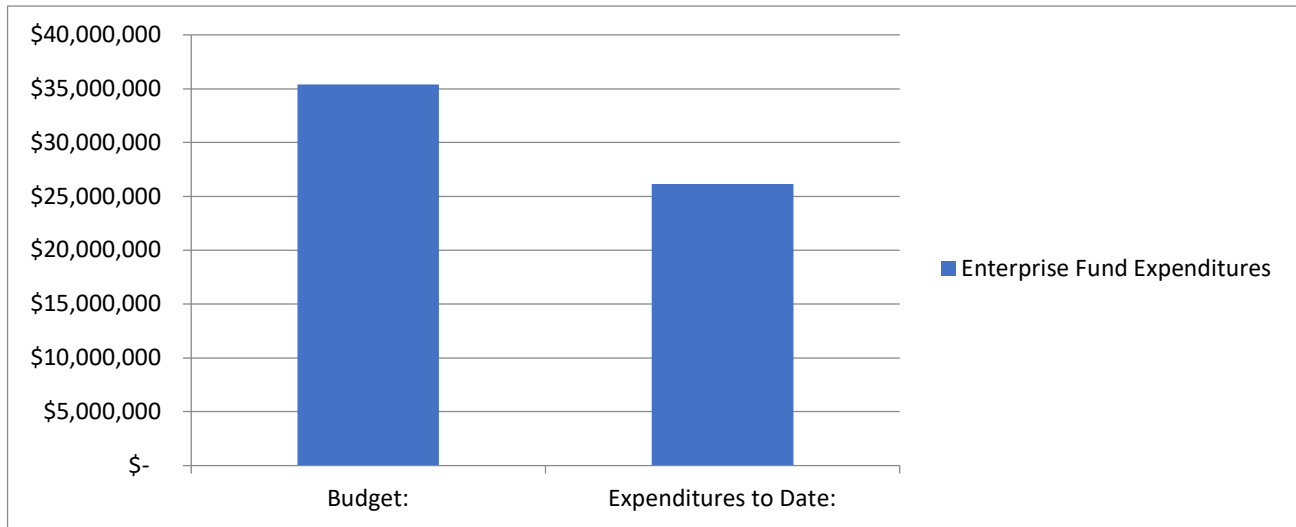
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	35,406,286
Expenditures to Date:	\$	26,130,724
Percent of Total Budget Expended:		74%
Percent of Year Completed:		100%



Expense Analysis

						% Yr.
		Budget	To Date	% Expended	Completed	
51	Water Fund	\$ 19,264,005	\$ 15,531,158	81%	100%	
52	Sewer Fund	\$ 11,840,098	\$ 7,300,155	62%	100%	
57	Solid Waste Fund	\$ 2,620,833	\$ 2,571,105	98%	100%	
59	Storm Drain Fund	\$ 1,681,350	\$ 728,305	43%	100%	

Note:

The Water Fund had a \$5.3M payment to Central Utah Water Conservancy District for payment of Development Fees that took place in Ju

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 06/30/2024	Committed Balance	Available Balance	Projected Available Balance by 6/30/2024**
11 - Water Impact Fee Fund	\$22,272,011	\$22,485,575	(\$213,564)	(\$213,564)
12 - Wastewater Impact Fee Fund	\$1,929,903	\$1,185,653	\$744,249	\$744,249
15 - Parks/Trails Impact Fee Fund	\$7,028,937	\$3,603,918	\$3,425,019	\$3,425,019
16- Public Safety Impact Fee Fund	\$86,945	\$10,000	\$76,945	\$76,945
17 -Stormwater Impact Fee Fund	\$3,341,286	\$2,211,564	\$1,129,723	\$1,129,723
18 -Transportation Impact Fee Fund	\$2,586,818	\$1,587,181	\$999,638	\$999,638

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.



Tentative Upcoming Agenda Items for City Council Information

Development Projects

- Tract Monte Vista Development Agreement
- Firefly IFFP/IFA - Water, Sewer, Transportation, and Storm Drain
- Eagle Mountain Properties Rezone
- The Ranches Rezone
- Cedar Corners Phase 5
- Harmony Stake Center
- Rose Ranch Master Development Plan
- Eagle Square Commercial Site Plan

Code Amendments

- Historic Zones
- Retaining Walls and Fencing
- Off-Street Shared Parking Agreements for Non-Single Family
- Residential Zoning Definitions
- Residential Zone Bonus Density Entitlements
- Drive-Thru Regulations
- Clarifications to the Agriculture Zone, Commercial Storage Zone, and Industrial Zone
- Livestock Housing Setbacks
- Right-of-way Illustrations
- Transfer of Density Rights
- Wash Setbacks
- Event Liability

Other Items

- Commercial Water Rights Requirements
- City Brand & Marketing Playbook Amendments
- Amended/Restated Rodeo Grounds Lease Agreement with Pony Express Events
- Purchase Agreements for northern ROW of Old Airport Road
- Strategic Planning Retreat/Conference
- Consideration of a Demonym
- Local Building Authority meeting (to adopt bylaws)
- Mortgage Assistance Program
- General Plan Update Survey Presentation
- Budget Amendment, including Compensation Increases

Please note all items are tentative and are subject to change.