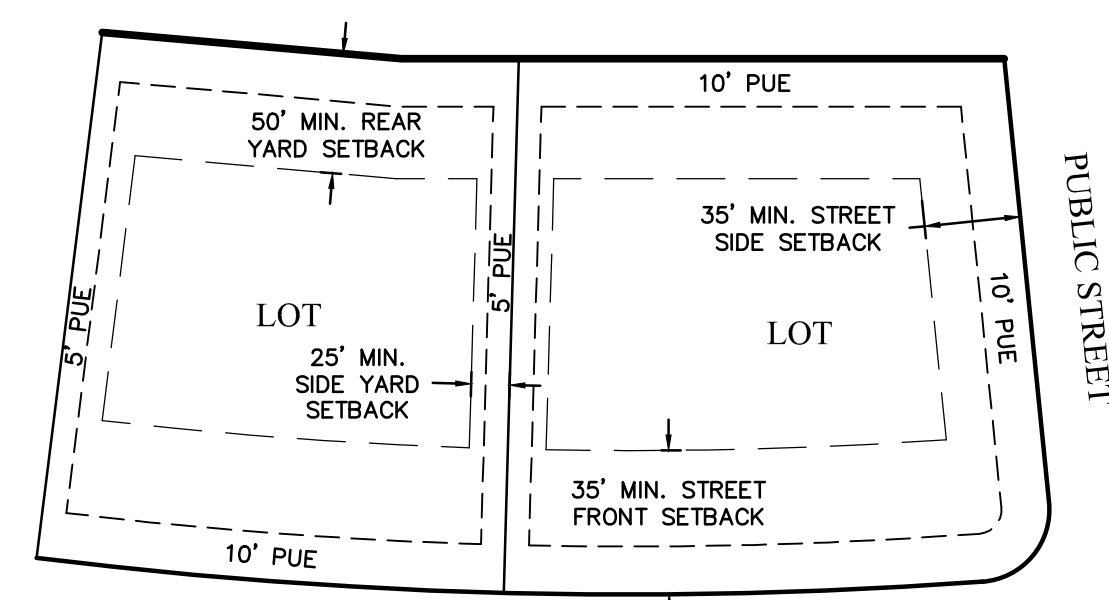
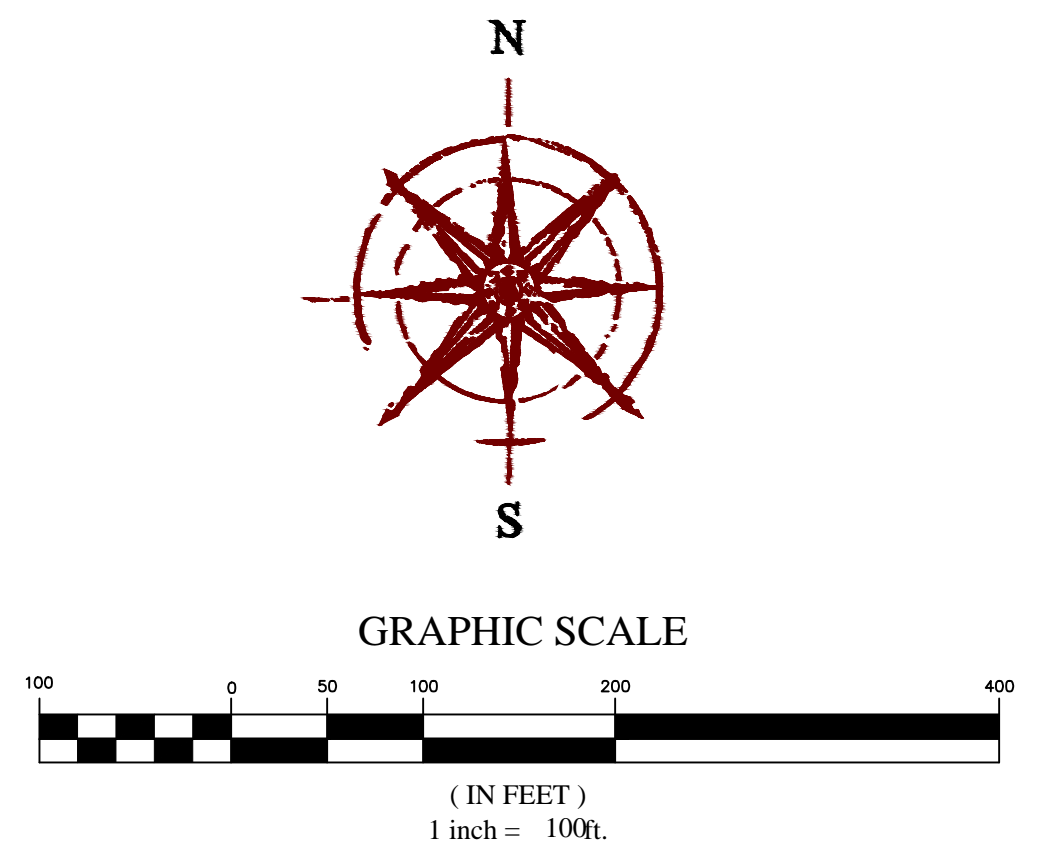
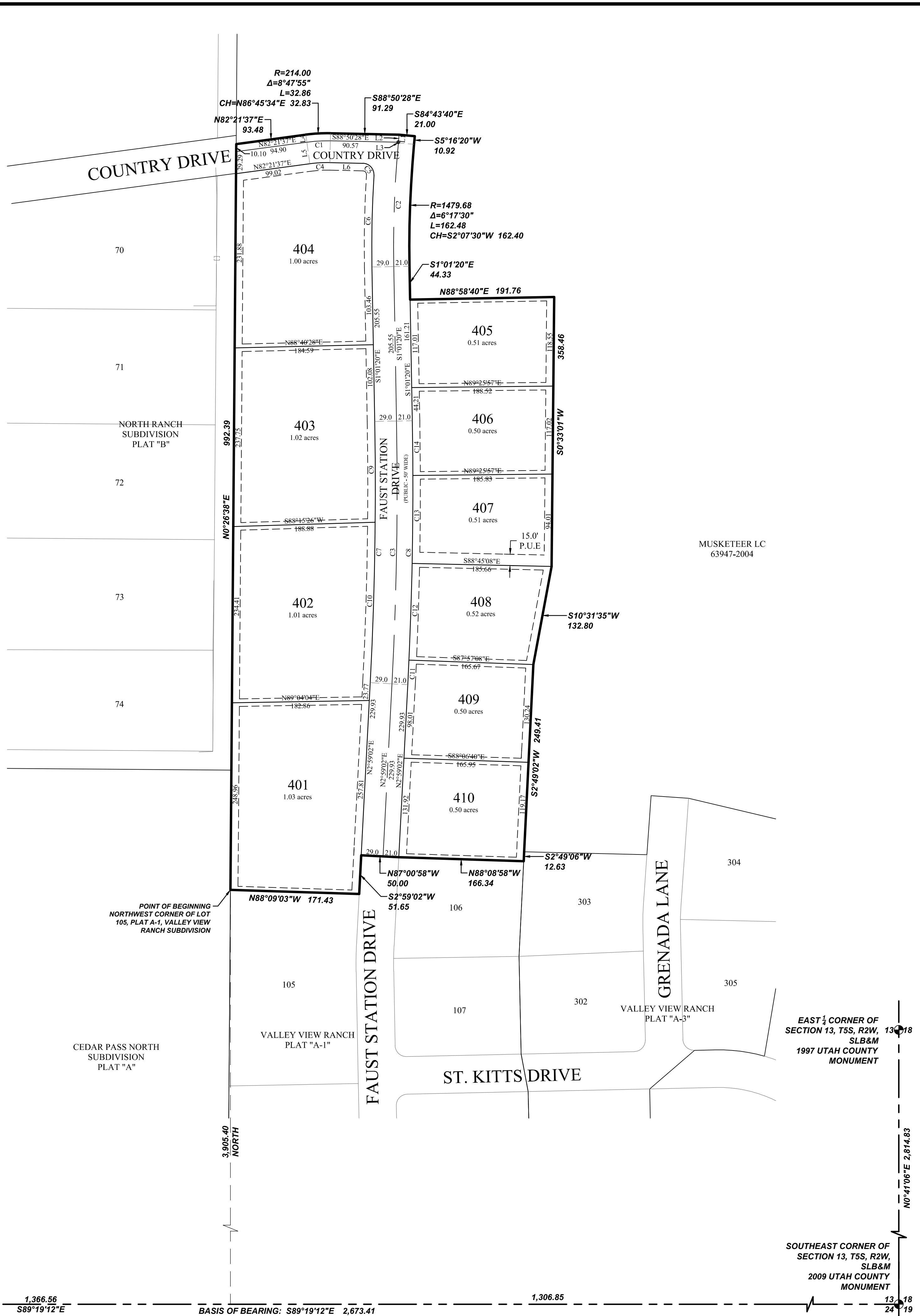


VICINITY MAP



TYPICAL BUILDING SETBACKS

LINE	LENGTH	DIRECTION
L1	10.92	N05°16'20"E
L2	10.03	S05°16'20"W
L3	0.89	S05°16'20"W
L4	10.00	S07°38'23"E
L5	29.00	S07°38'23"E
L6	43.99	S88°50'28"E

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	204.00	8°47'55"	31.33	S86°45'34"W	31.30
C2	1500.00	6°17'40"	164.79	S02°07'30"W	164.71
C3	5002.50	4°00'22"	349.78	N00°58'51"E	349.71
C4	175.00	8°47'55"	26.87	S86°45'34"W	26.85
C5	15.00	92°23'37"	24.19	N42°38'40"W	21.65
C6	1529.00	4°34'29"	122.08	S01°15'54"W	122.05
C7	4973.50	4°00'22"	347.76	N00°58'51"E	347.68
C8	5023.50	4°00'22"	351.25	N00°58'51"E	351.18
C9	4973.50	1°32'46"	134.20	N00°14'57"W	134.20
C10	4973.50	2°27'37"	213.55	N01°48'14"E	213.54
C11	5023.50	0°22'22"	32.69	S02°47'51"W	32.69
C12	5023.50	1°28'07"	128.76	S01°52'36"W	128.76
C13	5023.50	1°20'04"	117.01	S00°28'31"W	117.00
C14	5023.50	0°49'49"	72.80	S00°36'26"E	72.79

- SITE TABULATIONS**
- TOTAL # OF LOTS: 10 LOTS
  - TOTAL ACREAGE: 8.38 ACRES
  - TOTAL ACREAGE IN LOTS: 7.10 ACRES
  - TOTAL OPEN SPACE: 0.00 ACRES
  - TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
  - AVERAGE LOT SIZE: 0.71 ACRES OR 30,928 SQFT.
  - LARGEST LOT SIZE: 1.03 ACRES
  - SMALLEST LOT SIZE: 0.50 ACRES
  - OVERALL DENSITY: 1.19 UNITS/ACRE

**NOTES:**

- © ... STREET MONUMENT TO BE SET
- #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
- ALL LOTS IN PHASE 4 WILL REQUIRE A SEPTIC SYSTEM.

**SURVEYOR'S CERTIFICATE**  
 I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 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 THE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

**BOUNDARY DESCRIPTION**  
 A portion of Section 13, Township 5 South, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:  
 Beginning at a rebar & cap (found) at the northwest corner of Lot 105, Plat A-1, VALLEY VIEW RANCH NORTH Subdivision, as constructed, according to the Official Plat thereof on file in the Office of the Utah County Recorder, coincident with the easterly line of CEDAR PASS NORTH "A" Subdivision, as constructed, according to the Official Plat thereof on file in the Office of the Utah County Recorder, said lot corner is located S89°19'12"E along the Section line 1,366.56 feet and North 3,905.40 feet from the South 1/4 Corner of Section 13, T5S, R2W, S.L.B.& M.; thence N0°26'38"E 992.39 feet along said CEDAR PASS NORTH "A" Subdivision and NORTH RANCH Subdivision, Plat "B"; thence N82°21'37"E 93.48 feet; thence along the arc of a 214.00 foot radius curve to the right 32.86 feet through a central angle of 8°47'55" (chord: N86°45'35"E 32.83 feet; thence S88°50'28"E 91.29 feet; thence S84°43'40"E 21.00 feet; thence S5°16'20"W 10.92 feet; thence along the arc of a 1,479.00 foot radius curve to the left 162.48 feet through a central angle of 6°17'40" (chord: S2°07'30"W 162.40 feet; thence S1°01'20"E 44.33 feet; thence N88°58'40"E 191.77 feet; thence S0°33'01"W 358.46 feet; thence S10°31'35"W 132.80 feet; thence S2°49'06"W 249.41 feet to the northwest corner of Lot 303, VALLEY VIEW RANCH NORTH, Plat A-3, as constructed, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S2°49'06"W along said Plat 12.63 feet to the northeast corner of said VALLEY VIEW RANCH NORTH, Plat A-1; thence along said Plat the following 4 (four) courses and distances: thence N88°08'58"W 166.34 feet; thence N87°00'58"W 50.00 feet; thence S2°59'02"W 51.65 feet; thence N88°09'03"W 171.43 feet to the point of beginning.

Contains: 8.38 +/- acres

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_.

**ACKNOWLEDGMENT**  
 STATE OF UTAH \_\_\_\_\_ S.S.  
 COUNTY OF UTAH \_\_\_\_\_  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.  
 MY COMMISSION EXPIRES \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH  
 NOTARY ADDRESS \_\_\_\_\_ PRINTED FULL NAME OF NOTARY \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**  
 THE \_\_\_\_\_ OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL ROADS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.  
 APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 MAYOR (SEE SEAL BELOW) \_\_\_\_\_ CLERK/RECORDER (SEE SEAL BELOW) \_\_\_\_\_

**CITY ENGINEER APPROVAL**  
 I CERTIFY THAT THE PLAT AND IMPROVEMENT PLANS MEET THE MINIMUM CITY STANDARDS FOR SUBDIVISION WITHIN THE BOUNDARY OF THE CITY OF EAGLE MOUNTAIN APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.  
 CITY ENGINEER \_\_\_\_\_

**CITY ATTORNEY APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BY THE CITY ATTORNEY OF EAGLE MOUNTAIN CITY  
 CITY ATTORNEY \_\_\_\_\_

**PLAT "A" PHASE 4  
 VALLEY VIEW RANCH  
 SUBDIVISION  
 EAGLE MOUNTAIN, UTAH COUNTY, UTAH**

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



May 15, 2014

Mayor Christopher Pengra  
 1650 East Stagecoach Run  
 Eagle Mountain, Utah 84005

Subject: **Valley View Ranch Plat A4** Bond Letter Requirements for Power & Gas

Dear Mayor Pengra:

I have reviewed the improvement requirements for **Valley View Ranch Plat A4**, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	<b>ENERGY ONSITE UTILITIES</b>				
a	Power	1	LS	\$52,000	\$52,000
b	Gas	1	LS	\$23,300	\$23,300
	<b>TOTAL CONSTRUCTION COST</b>				<b>\$75,300</b>
	10% Bond Coverage				\$7,530
<b>TOTAL BOND AMOUNT:</b>					<b>\$83,830</b>

A total of ten percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$82,830.00 (Eighty Two Thousand Eight Hundred Thirty Dollars)**. The above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Sincerely,

Adam Ferre  
 Energy Division Director  
 Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder



**Engineering Division**  
**2545 North Pony Express Parkway**  
**Eagle Mountain City, Utah 84005**  
**(801) 789-6671**

Thursday, May 15, 2014

Mayor Christopher Pengra  
 Eagle Mountain City  
 1650 East Stage Coach Run  
 Eagle Mountain, Utah 84005

**Subject: Valley View South Plat A-4 Bond Letter Requirements**

Dear Mayor Pengra:

I have reviewed the improvement requirements for **Valley View South Plat A-4** Subdivision, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<b>1</b>	<b>SITE PREP.</b>				
a	Rough Grading	4320	CY	\$4.30	\$18,576.00
b	SWPPP	1	LS	\$3,003.63	\$3,003.63
<b>2</b>	<b>ROADWAY IMPROVEMENTS</b>				
a	3" Asphalt Course	32,144	SF	\$1.18	\$37,929.92
b	6" road base (Incl. behind curb)	37,144	SF	\$0.75	\$27,858.00
c	9 inch sub-base (E-fill; incl. behind curb)	37,144	SF	\$0.90	\$33,429.60
d	30" foot curb and gutter	2,081	LF	\$10.00	\$20,810.00
e	Curb tie-ins	3	EA	\$269.21	\$807.63
f	8 foot asphalt trail	8,940	SF	\$1.18	\$10,549.20
g	6" Road Base for asphalt trail (10' wide)	11,175	SF	\$0.75	\$8,381.25
h	Street Signs	5	EA	\$240.00	\$1,200.00
i	ADA access ramps for trail	1	EA	\$940.93	\$940.93
<b>3</b>	<b>CULINARY WATER</b>				
a	12 inch Water Main	970	LF	\$28.93	\$28062.10
b	8 inch Culinary Water C-900	400	LF	\$19.25	\$7,700.00
c	Connect to existing culinary water	2	EA	\$1,642.95	\$3,285.90
d	Fire Hydrant w/valve	3	EA	\$3,786.10	\$7,572.20
e	1 inch Water Service w/out meter	10	EA	\$1,336.47	\$13,364.70
f	Tee	2	EA	\$1,247.66	\$2,495.32
<b>4</b>	<b>STORM DRAIN</b>				
a	15" RCP	997	LF	\$32.17	\$32,073.49
b	60" Manhole	4	EA	\$2,188.27	\$8,753.08
c	Curb Inlet	3	EA	\$1,818.85	\$5,456.55

	<b>TOTAL CONSTRUCTION COST</b>				<b>\$282,736.06</b>
	10% Bond Coverage				\$28,273.61
<b>TOTAL BOND AMOUNT:</b>					<b>\$311,009.67</b>

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$311,009.67** (If Power and Gas are installed by the developers own contractor then a bond will need to be placed for the Energy items, if installed by Eagle Mountain City Energy Division then no bond needs to be placed), the above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.  
Sincerely,

Christopher T. Trusty, P.E.  
Public Works Director  
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder  
Steve Mumford, Eagle Mountain City Planner

# DEVELOPMENT AGREEMENT

## EAGLE MOUNTAIN CITY and EDGE HOMES for VALLEY VIEW RANCH PHASE A PLAT 4

This Development Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Eagle Mountain City, a Utah Municipal Corporation (the “City”) and Edge Homes, LLC, a Utah limited liability company (“Developer”).

This Development Agreement is made with reference to the following facts:

The Valley View Ranch Master Development Plan was approved by the City Council on September 21, 2004 and the Master Development Agreement (the “Master Development Agreement”) for the project area was approved on October 19, 2004.

The Developer is the owner of the private land designated on Exhibit 1, which is the subdivision plat for Valley View Ranch Phase A Plat 4. This plat was approved by the Eagle Mountain City Council on April 1, 2014.

In conjunction with the Master Development Agreement, the City and the Developer wish to preserve and to define specifically the rights and responsibilities of each party with respect to Phase A Plat 4.

Now, therefore, in consideration of the approval of the Subdivision Plat by the City and the following mutual promises, the parties agree as follows:

1. **Rights and Responsibilities.** In addition to the requirements set forth in the Master Development Agreement, the following terms and conditions apply to Phase A Plat 4.

1.1 Developer has submitted to and received approval from the City Engineer for the construction drawing (“Construction Drawing”) for Phase A Plat 4 which depict the approved design and location of public improvements including streets, curb and gutter, trails, water and sewer infrastructure, irrigation improvements, fire hydrants, storm water and detention basin improvements, street lighting, signage, fencing and other infrastructure (collectively “Infrastructure Improvements”) required as part of the subdivision. The approved Construction Drawing (as amended) are incorporated as part of this Agreement. Developer shall construct the improvements in accordance with the Construction Drawings unless modified with the written approval of the City Engineer.

1.2 Prior to recording the subdivision plat, Developer shall install all Infrastructure Improvements or provide completion assurance in the form of a bond or other collateral

approved by the City Attorney. A Bond Letter setting forth the estimated cost of the Infrastructure Improvements is attached hereto as Exhibit 2.

1.3 Developer must place into escrow with the City the amount of \$1,219.68 per lot for community park improvements prior to recording the Subdivision Plat.

1.4 Developer must remain in compliance with section 3.3 of the Master Development Agreement regarding water pressure.

1.5 Lots that are one-half to three-quarters of an acre shall have a front and rear setback of no less than 50 feet and a side yard setback no less than 25 feet. If a road is constructed with curb and gutter and/or a trailway, then the front setback may be reduced to 35 feet.

1.6 Developer must place a bond with the City for dry utility (power and natural gas) improvements prior to recording the subdivision plat, which final amount must be approved by the Energy Department Director. An estimate has been provided by the Energy Department and is attached as Exhibit 3.

1.7 The design for each septic tank and seepage device layout within the subdivision must be based on the results of individual soil exploration and percolation tests, conducted on each lot. These soil tests must be supervised by a representative of the Utah County Health Department.

## **2. General Provisions.**

2.1 Authority. The parties to this Development Agreement each warrant that they have all of the necessary authority to execute this Development Agreement.

2.2 Time Is Of The Essence. Time is of the essence to this Development Agreement and every right or responsibility shall be performed within the times specified.

2.3 Developer's Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL 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.**

2.4 City's Remedies Upon Default. In addition to the remedies set forth herein, including, but not limited to, enforcement and use of any improvement or warranty bonds, upon default of any terms or conditions of this Agreement, City may require specific performance of Developer's obligations and City may withhold issuance of any building permits or further approvals with the Project until Developer has fully complied with the terms and conditions of this Agreement.

2.5 Non-Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

2.6 Severability. If any provision of this Development Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Development Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Development Agreement shall remain in full force and effect.

2.7 No Joint Venture/No Third Party Beneficiaries. This Development Agreement does not create a joint venture relationship, partnership, or agency relationship between the City and Owner. Further, the parties do not intend this Development Agreement to create any third-party beneficiary rights. The parties acknowledge that this Development Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to Owner's properties unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's. Owner shall have the full and exclusive control of all of Developer's properties.

2.8 Applicable Law. This Development 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.

2.9 Venue. Any action to enforce this Development Agreement shall be brought only in the Fourth District Court for the State of Utah.

MADE AND ENTERED into as of the date and year first written above.

**CITY:**

EAGLE MOUNTAIN CITY, a Utah  
municipal corporation

ATTEST:

By: \_\_\_\_\_  
Chris Pengra, Mayor

By: \_\_\_\_\_  
Fionnuala Kofoed, City Recorder

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeremy Cook, City Attorney

**DEVELOPER:**

EDGE HOMES, a Utah limited liability company

By: \_\_\_\_\_  
Steve Maddox



# ***EXHIBIT 1***

## **SUBDIVISION PLAT**

# ***EXHIBIT 2***

## **CITY ENGINEER'S BONDING REQUIREMENTS**

# ***EXHIBIT 3***

## **DRY UTILITIES BONDING REQUIREMENTS**