



**Wednesday, April 9, 2025  
Planning Commission**

**Planning Commission Agenda**

**PUBLIC NOTICE** is hereby given that the Planning Commission of Spanish Fork, Utah, will hold a meeting in the City Council Chambers at Library Hall, on the second floor, 80 South Main Street, Spanish Fork, Utah, with a work session commencing at 5:15 p.m., and the Planning Commission Meeting commencing at 6:00 p.m. on April 9, 2025.

**Planning Commissioners**

**Todd Mitchell  
Shauna Warnick  
Michelle Carroll  
Michael Clayson  
Paul Dayton  
Dave Woodhouse**

**SPANISH FORK CITY** does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Planning Commission Meetings located at the City Council Chambers at Library Hall, 80 South Main Street, Spanish Fork. If you need special accommodation to participate in the meeting, please contact the Community Development Office at 801-804-4580.

**1. 5:15pm WORK SESSION - No formal actions are taken in a work session.**

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A. DISCUSSION ON THE GENERAL PLAN.

**2. 6:00 Agenda Items**

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**3. Minutes**

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A. March 5, 2025.

**4. Expansion of Non-Conforming Building (Public Hearing)**

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A. NON COMPLYING STRUCTURES, NON CONFORMING USES & LOTS. This proposal involves a proposed reconstruction of a non-complying garage located at 20 South 200 East.

**5. Development Agreement (Public Hearing)**

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A. WHISPERING PINES DEVELOPMENT AGREEMENT. This proposal involves the approval of a proposed development agreement for a residential development containing 240 condominiums, 315 townhomes and 24 single-family homes located at 3600 East Powerhouse Road.

**6. Title 15 Amendments (Public Hearing)**

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A. TITLE 15 REIMBURSABLE PROJECTS. This proposal involves updating eligible design costs that are being made to the City's Reimbursable costs under 15.4.12.070 Reimbursable Projects.

**7. Adjourn to Work Session**

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**Draft Minutes**  
**Spanish Fork City Planning Commission**  
**80 South Main Street**  
**Spanish Fork, Utah**  
**March 5, 2025**

**Commission Members Present:** Chairman **Todd Mitchell**, Commissioners **John Mendenhall**, **Shauna Warnick**, **Paul Dayton**, **Dave Woodhouse**.

**Absent:** **Mike Clayson**, **Michelle Carroll**.

**Staff Members Present:** **Dave Anderson**, Community Development Director; **Brandon Snyder**, Senior Planner; **David Mann**, Senior Planner; **Ian Bunker**, Associate Planner; **Byron Haslam**, Assistant City Engineer; **Josh Wagstaff**, Assistant City Engineer; **Vaughn Pickell**, City Attorney; **Joshua Nielsen**, Assistant City Attorney; **Kasey Woodard**, Community Development Secretary.

**Citizens Present:** Hunter Horsley, Tyler Horan, John Bankhead, Jeff Grasso, Meghan Howey, Devin Guinn, Jaqueline Thompson, David Woodhouse, Mike Winters, Brandon Watson, Steve Maddox, Jake Lesley, Jim Nixon, Diana Nixon, Diane Garcia, Jeff Vincent.

## **WORK SESSION**

**Chairman Mitchell** called the meeting to order at 6:10 p.m.

## **PRELIMINARY ACTIVITIES**

### **Pledge of Allegiance**

Chairman Mitchell led the pledge.

The Planning Commission introduced the new Planning Commissioner Paul Dayton and bid farewell to Co-Chair John Mendenhall. He thanked John for the years he served as Planning Commission Co-chair.

## **MINUTES**

### **February 5, 2025**

Commissioner Mendenhall **moved** to approve the minutes from February 5, 2025.

Commissioner Warnick **seconded** and the motion **passed** all in favor.

## **CONDITIONAL USE PERMIT (Public Hearing)**

### **200 EAST 2025 CELL TOWER MODIFICATION**

Ian Bunker approached the podium to speak about the proposed modifications to an existing cell tower. He stated that the property is zoned I-1 Light Industrial. He stated that within this zone, a Conditional Use Permit is required when there are modifications to a tower that is over 60 feet in height. He stated the existing tower sits at a total height of 77 feet and this is what triggers the requirement of a Conditional Use permit for any modifications. He stated that these modifications include new antennas and a cabinet. He stated that the DRC has recommended.

Chairman Mitchell opened the public hearing at 6:15 p.m.

There was no public comment.

Chairman Mitchell closed the public hearing at 6:15 p.m.

Commissioner Warnick stated that she appreciates providers that keep the City up to date with connectivity and the latest updates with the least amount of impact.

Commissioner Mitchell **moved** to approve the 200 East 2025 Cell Tower modification based on the following findings and conditions.

#### **Findings:**

1. That the proposal is consistent with the City's General Plan Land Use Map Designation and Zoning Map.

Conditions:

1. That the applicant meets the City's Development and Construction standards, zoning requirements, and other applicable City ordinances.
2. That the applicant addresses any red-lines.

Commissioner Mendenhall **seconded** and the motion **passed** all in favor.

**ZONE CHANGE (Public Hearing)**

**RIVER RUN GRIFFITHS ZONE CHANGE**

Brandon Snyder approached the podium to speak about the proposal. He stated that this is the first phase of the River Run development. He stated that the proposed density fits within the City's General Plan designation for Medium Density. He provided elevations for the Commissioners review. He stated that this development will bring a mix of housing types.

Commissioner Warnick asked Brandon about his earlier statements regarding asking the applicants to hold off development.

There was discussion regarding the connection to Volunteer Drive and Bradford Lane.

Tyler Horan approached the podium and spoke briefly about the proposal. He feels that Brandon Snyder provided a great overview of the project. He stated that they have hired an engineer that specializes in road design and layouts. He feels that this will ensure the safety of the intersection for Bradford Lane and River Bottoms Road.

Chairman Mitchell opened the public hearing at 6:31 p.m.

Diane Garcia approached the podium and stated that she owns property located in the county that is on both sides of South Lane. She feels that the design being presented and discussed tonight is not the same as what was originally proposed. She is concerned that this road layout will block off access to her property, which she does not think is legal. She is also concerned that her property is going to be subject to eminent domain as the intersection that is being discussed is located within the County and the legal description is currently in her ownership.

Jeff Vincent approached the podium to inquire about the traffic that this will create. He was concerned that the access on South Lane would be closed and the increased traffic would create safety concerns. He feels that traffic speeds need to be addressed.

Chairman Mitchell closed the public hearing at 6:37 p.m.

Staff addressed the resident concerns.

Byron Haslam spoke about Bradford Lane and stated that it will still be able to be accessed. He stated that the City is planning to add barriers to Bradford Lane for a short period of time. He defined short term as a period until the area is developed or the City can obtain funding to connect the road to a safe, four-way intersection.

There was discussion on the City access to Bradford Lane, and if this access point can be extended to Diane Garcia for her to access her property. It was stated that Byron Haslam will reach out to the property owner for further discussion regarding this possibility. It was stated that there is no long-term plan to close Bradford Lane as the City would like to have a four-way intersection there. Staff briefly discussed the traffic concerns and it was stated that since this area is county property, it is out of the city's control to monitor traffic speeds.

Commissioner Warnick **moved** to recommend the approval of the River Run Griffiths Zone Change to the City Council based on the following findings and conditions.

Findings:

1. That the proposal conforms to the City's General Plan Designation.
2. That the proposed zoning district and overlay are consistent with surrounding developments.

Conditions:

1. That the Applicant meets the City's development and construction standards, zoning requirements and other applicable City ordinances.
2. That the Applicant addresses any red-lines.
3. That the Applicant meets any conditions of previous approvals and agreements.

Commissioner Mendenhall **seconded** and the motion **passed** all in favor.

## **PRELIMINARY PLAT**

### **RIVER RUN SUBDIVISION**

Commissioner Mendenhall directed engineering staff to meet with Ms. Garcia regarding her access concerns and with Mr. Vincent to further discuss area utility concerns.

Commissioner Mendenhall **moved** to approve the River Run Subdivision based on the following findings and conditions.

#### **Findings:**

1. That the proposal conforms to the City's General Plan Designation.

#### **Conditions:**

1. That the Applicant meets the City's development and construction standards, zoning requirements and other applicable City ordinances.
2. That the Applicant addresses any red-lines.
3. That the Applicant meets any conditions of previous approvals and agreements.
4. That the pending River Run Griffiths Zone Change be approved by the City Council.

Commissioner Dayton **seconded** and the motion **passed** all in favor.

## **ZONE CHANGE (Public Hearing)**

### **WHISPERING PINES ZONE CHANGE**

Brandon Snyder approached the podium and spoke in length about the proposal. He provided the location of the development and stated that the applicant is seeking a recommendation for approval to change the zoning from I-1 Light Industrial to R-3 to accommodate a large residential development. He stated that this development has been in the works for the last couple years and that the City Council took action to change the General Plan for the northern portion of the area from Industrial to Mixed Use.

The discussion outlined the project's overall design, which includes considerations for unit layout, parking, open spaces, and trail heads. The development will consist of 579 units comprising a mix of single-family and multi-family housing options such as stacked flats and both rear and front-facing units. Specifically, it will feature 240 condo units, 175 rear/front load townhomes, 140 back-to-back townhomes, and 24 residential lots. The project is planned to be completed in eight phases and will be developed under an R-3 zoning designation with a Master Planned Development Overlay.

Brandon Snyder stated there are several concerns regarding access to the development. Staff discussed the access concerns with the development and the need for a secondary, permanent access to the development as staff does not feel that the emergency access off Gomex Road is sufficient for the large-scale development.

Staff discussed the city's setback requirements and how they apply to the layout of the design. It was stated that some of the single-family lots will have additional building constraints due to these setbacks and where the homes can be built. Further discussion ensued regarding the unit designs.

Commissioner Mitchell expressed concern over the portion of the development that features street parking. He stated that units with garages typically end up using that garage as storage space.

Brandon Snyder stated that this is a problem that the City has not been able to find a solution to, as it is not unique to just condominiums. He stated that this often happens with single-family homes as well. He stated that in another development, the CC&Rs placed this responsibility on the HOA to maintain parking.

Dave Anderson approached the podium to speak briefly about the use of Gomex Road as a secondary access to the development. He stated that there needs to be a safe, secondary access onto Highway 6. He presented an example of there being an emergency evacuation route needed from the development.

Commissioner Mendenhall inquired whether Gomex Road was a private road and Dave stated that it is his understanding that it is a public road but stated that staff will investigate this.

Dave Anderson stated that this approval is unique as it will be based on the City Council approving a Development Agreement, as the development does not meet the City's requirements and this agreement will hold the applicant's feet to the fire. He stated that the applicants are relying on funding that will be determined in the upcoming legislative session.

John Bankhead approached the podium and thanked the Commissioners for their time and stated he is happy to answer any questions staff may have. He stated that they have UDOT and railroad approval and stated that they have met with each of them multiple times. He stated that HB502 is bill that would fund the project. He stated that Gomex Road is owned by UDOT and stated that it is considered a legal intersection even though it is not ideal. He stated that this development is very small relative to the development that is taking place in Salem and Payson City as there will be 1,000 new homes being constructed soon.

Commissioner Mendenhall stated that he would feel more comfortable if there was a development agreement in place. John Bankhead stated that this is something that they can accommodate as the agreements exist and they can get them to the Commissioners. He is confident that the funding will be approved, as it is allocated for a regional improvement.

Commissioner Dayton asked if the developer has any contingencies in place for the phasing.

John Bankhead stated they would like to move forward with not being phased as they feel they have done everything they can on their end. He stated that they would like to move forward with building the entire development with the roads and Gomex access as designed.

Dave Anderson feels that there are trust issues between staff and the developers, to the point where the City does not want to tell developers that they can build large scale developments like this, with only the hope that certain improvements will happen. He stated the City is reluctant to recommend the project be approved until certain things are in place that guarantee that the second connection will happen. But he recognizes that the applicants do not want constraints on their ability to build the whole development. He acknowledges that the applicant also has hesitation that the City will hold up their end of the agreement, but Dave felt very confident that the City will certainly hold their end of the agreement. He stated that there are additional



entities that are involved that create additional unknown concerns, being with Union Pacific and UDOT, but he stated that staff have had multiple meetings with these entities and have received positive feedback that this can move forward unhinged.

John Bankhead stated that the city, and they as the developer, both want the bridge to be built as soon as it can be and they will do all they can as the developer to get the ball rolling on its development.

Chairman Mitchell opened the public hearing at 8:25 p.m.

There was no public comment.

Chairman Mitchell closed the public hearing at 8:25 p.m.

Commissioner Warnick thanked the applicant and the staff for all their hard work and dedication with this project. She expressed her concern about Powerhouse Road and the increased traffic that this development will create. She questioned the overall road improvement; but stated she is a fan of the connection between Mapleton and Spanish Fork Trail.

Byron Haslam stated there is a signalized, planned T-intersection for the intersection at Powerhouse Road that will make it safer for the increased traffic.

There was a brief discussion regarding off street parking and snow removal and it was stated that the City's code for snow removal is 48 hours. Residents would need to move their street parked vehicles in the event of a snow storm that requires snow removal, for a period of 48 hours. Discussion then shifted back to the Commissioners discussing the phasing of the development that they would ultimately feel most comfortable with a phasing plan being included with the proposed development agreement.

John Bankhead felt that he was put in a tough position, as he has restrictions with his lenders. He is uncomfortable with this agreement as he cannot ultimately control what Spanish Fork City does with the bridge. He stated they are planning to roll this out in phases over the next five years.

Dave Anderson stated that the City does allow developments up to 50 homes to be built in a phase, with one access. He stated he does not want to water down the

development agreement, but stated that may be a better trigger that the developer can be issued 50 building permits before they would need an egress.

Staff were in favor of this option and discussed placing this in the conditions of approval. It was stated that the City Attorney has time set aside to go over the development agreement for the project with staff and the attorney for the Whispering Pines development. Further discussion ensued regarding the conditions of approval and what was recommended by the Development Review Committee.

John Bankhead felt uncomfortable with these milestone conditions.

Dave Anderson stated that it will ultimately be the City Council that determines what the milestone developments and what the cap on phasing will be.

The Commissioners discussed the language that would be included in the motion and questioned whether it was concise enough to go to the City Council.

Commissioner Dayton suggested adding language that would outline that when the development reached 50 homes, that a second egress will be required to be established for emergency purposes and that it be maintained throughout the development. He feels that this could act as the City's contingency plan for if there is an emergency. He stated that this is not his ideal situation, as his ideal scenario involves the bridge being built, but he stated that he is willing to live with this as it can accommodate an emergency.

Commissioner Warnick disagreed.

Commissioner Mitchell feels that there needs to be some kind of constraint as he feels there needs to be some type of guard rails that tie the intersection to this development.

Commissioner Warnick **moved** to recommend approval of the Whispering Pines Zone Change to the City Council based on the following findings and conditions.

Findings:

1. That the proposal conforms to the City's General Plan Designation.
2. That the proposal provides for a range of housing types within Spanish Fork City.

3. That residential development is more compatible with the golf course than industrial uses.
4. That by phasing the development and providing needed access improvements, the proposal will have lessened impact on adjoining or nearby properties.

Conditions:

1. That the Applicant enters into a development agreement with Spanish Fork City, prior to preliminary plat or zone change approvals, which includes language that provides milestones for the number of homes that are allowed before a UDOT approved intersection at Highway 6 and Highway 89 is under construction.

Commissioner Dayton **seconded** and the motion **passed** all in favor.

**PRELIMINARY PLAT (Public Hearing)**

**WHISPERING PINES SUBDIVISION**

There was discussion between Commissioners and staff on whether the Preliminary Plat application requires a public hearing and it was stated that there was a public hearing with the Zone Change, but there is not a requirement for a public hearing for the Preliminary Plat application.

Commissioner Mendenhall stated that he would like to add language into the agreement between the City and developer on capping construction phases tied to the second egress.

Commissioner Mendenhall recommended approval of the Whispering Pines Subdivision to the City Council based on the following findings and conditions.

Findings:

1. That the proposal conforms to the City's General Plan Designation.

Conditions:

1. That the Applicant meets the City's development and construction standards, zoning requirements and other applicable City ordinances.
2. That the Applicant addresses all red-line review comments.

3. That the City Council approves of the corresponding zone change request.
4. That the proposed setbacks be further discussed and finalized.
5. That the interior fencing and landscaping plans be further detailed and reviewed.
6. That an agreement between Spanish Fork City and Developer on capping construction phases be tied to a second egress, be included.

Commissioner Dayton **seconded** and the motion **passed** all in favor.

Before the meeting was adjourned, Dave Anderson took a few moments to address the Commissioner and stated that the planning department would like to get together with the departing Commissioners, and the newly appointed Commissioners and spend some time with them. He acknowledged that the City will be welcoming a new Commissioner at the next meeting. He thanked Commissioner Mendenhall for the years he spent on the Planning Commission and stated that the City has benefitted tremendously from his knowledge.

Commissioner Mendenhall thanked the City and staff for the opportunity to serve on the Planning Commission and stated that he has learned much over the years.

Chairman Mitchell moved to adjourn the meeting at 9:45 p.m.

Adopted:

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Kasey Woodard  
Community Development  
Secretary



**TO:** Spanish Fork Planning Commission

**FROM:** Community Development

**DATE:** April 9, 2025

**RE:** 20 South 200 East Noncomplying Structure

According to City Code §15.3.04.030 regarding Noncomplying Structures, Nonconforming Uses, And Lots, the code states: *"Limited expansion, enlargement or reconstruction: of a nonconforming use or noncomplying structure may be considered and approved by the Planning Commission. The Planning Commission will hold a public hearing and review the expansion, enlargement or reconstruction. The Planning Commission may place certain conditions on the operation, expansion, or reconstruction to help mitigate potential impacts and to increase compatibility of the use with surrounding development and the City as a whole."*

The applicant proposes to construct a 480 square foot garage with a 5-foot rear setback and a 0-foot side setback, which will replace the existing garage located at the rear of the property. According to §15.3.24.090.A-3-d, all accessory structures larger than 200 square feet must maintain a 5-foot side setback. The proposed 0-foot side setback does not comply with this requirement, thus making the new garage a Noncomplying Structure.

Please see the attached documents for further details regarding the plans for the new garage and the site. This request is being brought before the Planning Commission for consideration and approval.

attachments: site plan  
building plans  
sample photo

SITE PLAN

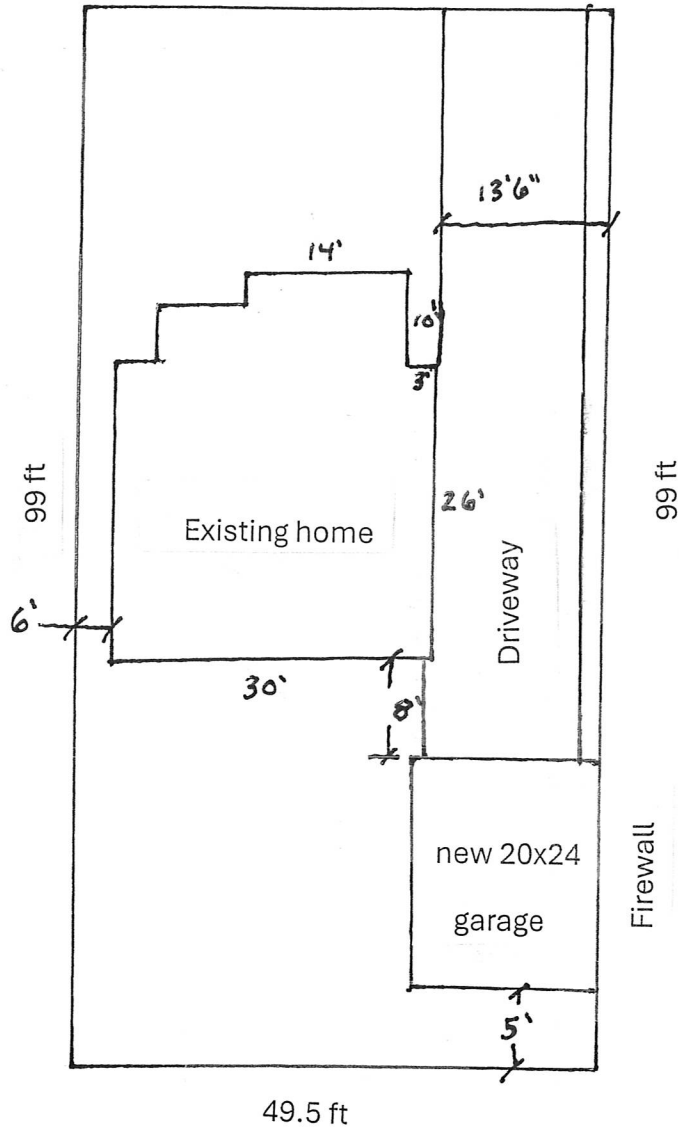
NEW DETACHED GARAGE

20 S. 200 E. Spanish Fork, UT 84660

200 EAST

49.5 ft

← NORTH



Owner: Jamie Swenson

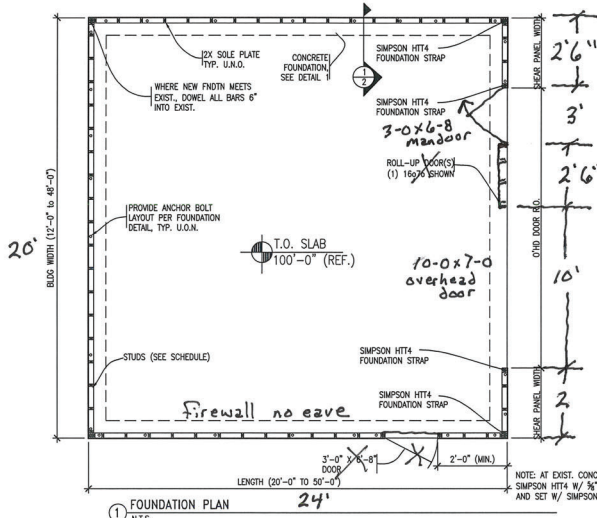
Contractor: A-Shed Utah

Marc Whiting 801-898-3299

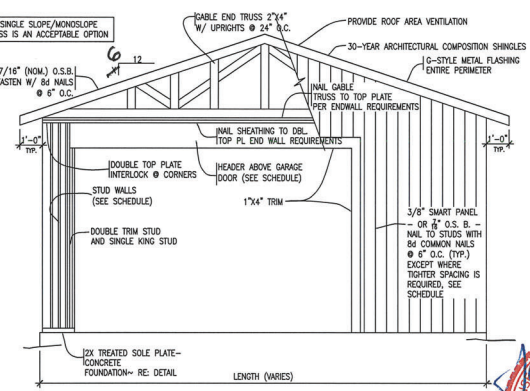
Lot size: 4900sf

House: 976sf

Garage: 480sf



NOTE: A SINGLE SLOPE/MONOSLOPE ROOF TRUSS IS AN ACCEPTABLE OPTION



NOTE: AT EXIST. CONC. WALLS, USE RETROFIT FOUNDATION ANCHORAGE: SIMPSON HT4 W/ 3/4" DIA. ALL-THIRD EMBEDDED 5" (MIN.) INTO CONC. AND SET W/ SIMPSON S.E.T. EPOXY.

2. END WALL DETAIL  
N.T.S.

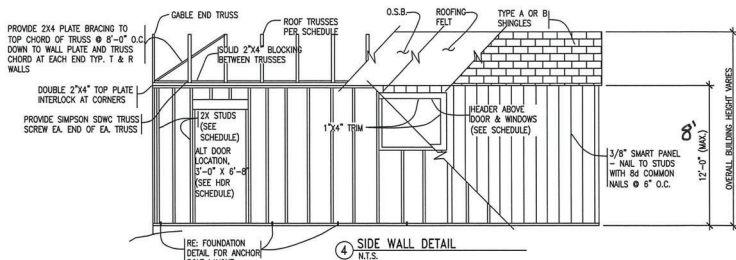
1. 1" RATED WALL IF REQUIRED BY BUILDING OFFICIAL - 2x4 WALL STUDS EXTERIOR SIDE ONE LAYER 48" WIDE 1/2" TYPE "X" GYPSUM SHEATHING APPLIED PARALLEL TO WALL STUDS AT 24" o.c. w/ 1 1/2" GALVANIZED ROOFING NAILS 4" o.c. AND 7" o.c. AT INTERMEDIATE STUDS AND TOP AND BOTTOM PLATES. JOINTS OF GYPSUM SHEATHING MAY BE LEFT UNTREATED. EXTERIOR CLADDING TO BE ATTACHED THROUGH SHEATHING TO STUDS.  
INTERIOR SIDE: ONE LAYER 1/2" TYPE "X" GYPSUM WALLBOARD APPLIED PARALLEL OR AT RIGHT ANGLES TO STUDS w/ 6d COATED NAILS, 1 1/2" LONG, 0.0915" SHANK, 1/2" HEADS OR STANDARD 1 1/2" DRYWALL SCREWS, 7" o.c. - GA FILE NO. WP-8105  
2. 1" RATED WALL IF REQUIRED BY BUILDING OFFICIAL (OPTIONAL) - 2x4 WALL STUDS EXTERIOR SIDE ONE LAYER 3/8" EXTERIOR CEMENT PLASTER APPLIED OVER METAL LATH OVER (1) LAYER OF WEATHER RESISTIVE BARRIER FASTENED TO 2x4 WALL STUDS THROUGH WOOD STRUCTURAL WALL PANEL (7/8" TOTAL ASSEMBLY). INTERIOR SIDE: ONE LAYER 1/2" TYPE "X" GYPSUM WALLBOARD APPLIED PARALLEL OR AT RIGHT ANGLES TO STUDS w/ 6d COATED NAILS, 1 1/2" LONG, 0.0915" SHANK, 1/2" HEADS OR STANDARD 1 1/2" DRYWALL SCREWS, 7" o.c. - ISC 2018 TABLE 721.1.1 (2) ITEM 15A.1-3

ROOF SHEATHING SCHEDULE  
ORIENTED STRAND BOARD (O.S.B.)  
PANEL THICKNESS= 7/16"  
SPAN RATING 24/16  
LONG DIM. PERPENDICULAR TO TRUSSES  
FOR LL > 63 PSF @ 24" SPAN  
USE 5/8" O.S.B. WITH 8d @ 6"  
SUPPORT NAILING SPAN RATING 48/24

WIND LOADING CRITERIA: 150 MPH (3-SEC GUST) - EXPOSURE C

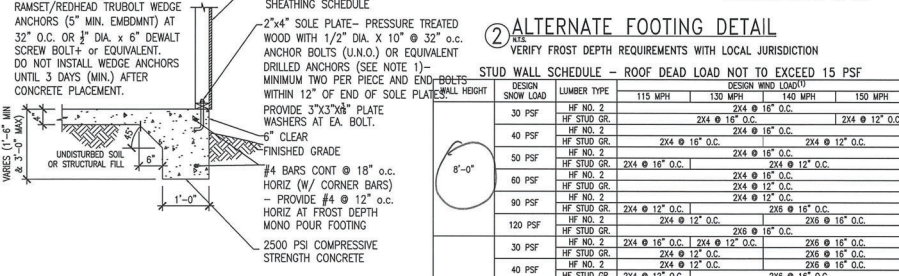
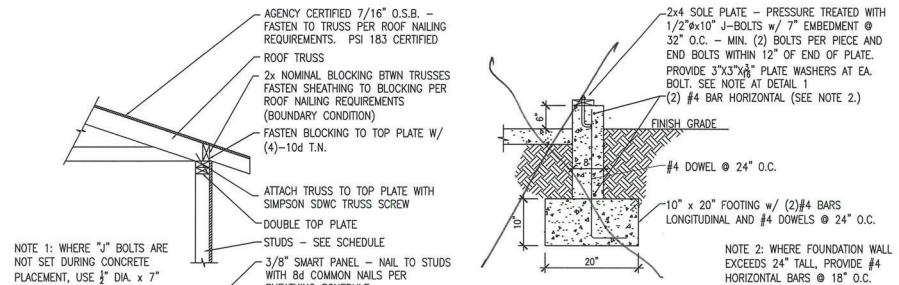
1. LANE LOADS PER SCHEDULE  
2. ALL CONSTRUCTION TO BE PER 2021 IBC UNLESS OTHERWISE NOTED.  
3. WOOD FRAMING  
4. EXTERIOR WALL SHEATHING SHALL BE "SMART PANEL" FASTENED TO FRAMING PER STANDARD GARAGE ROOF & WALL SHEATHING NAILING SCHEDULE.  
5. GENERAL  
A. ERECTION PROCEDURES SHALL CONFORM TO OSHA STANDARDS. BUILDER SHALL PROTECT ALL ADJACENT PROPERTY, STRUCTURES, STREETS, UTILITIES, ETC.  
B. BUILDER IS RESPONSIBLE FOR SAFETY OF BUILDING DURING CONSTRUCTION. PROVIDE ALL SHORING OR BRACING AS REQUIRED AND PER GOVERNING REGULATIONS.

**DESIGN SCHEDULE**  
BUILDING ADDRESS: - 20 S. 200 E.  
- Spanish Fork, UT  
BUILDING SIZE:  
WIDTH: - 20'  
LENGTH: - 24'  
HEIGHT: - 8' 12" SIDEWALL (MAX.)  
OVERALL BUILDING HEIGHT: - 13'6"  
ROOF SNOW LOAD: 30 lb  
DESIGN WIND SPEED (3-SEC GUST):  
115 130 140 150 MPH  
WIND EXPOSURE CATEGORY: B C D E  
SEISMIC DESIGN CATEGORY: A B C D E  
ROOF PITCH: 6:12  
SOIL BEARING CAPACITY: 1500 PSF (ASSUMED)  
DETAIL SHEET REQUIRED: SHEET 2 OF 2



4. SIDE WALL DETAIL  
N.T.S.





**1 TYPICAL WALL SECTION**

VERIFY FROST DEPTH REQUIREMENTS WITH LOCAL JURISDICTION

HEADER SCHEDULE — ROOF DEAD LOAD NOT TO EXCEED 15 PSF																												
(1) WIND SPEED SHOWNS ARE 3-SEC GUSTS AND ARE BASED ON EXPOSURE CATEGORY 'C'																												
MAX. (R.O.) LENGTH	30 PSF SNOW				35 PSF SNOW				40 PSF SNOW				50 PSF SNOW				60 PSF SNOW				80 PSF SNOW				120 PSF SNOW			
	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL	BEARING WALL	NON-BEARING WALL						
4'-0"	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10					
5'-0"	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10					
6'-0"	(2) 2X10	(2) 2X6	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X8	(2) 2X4	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10	(2) 2X8	(2) 2X10					
8'-0"	(2) 9'-1" LVL	(2) 2X8	(2) 2X8	(2) 9'-1" LVL	(2) 2X8	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X8					
10'-0"	(2) 9'-1" LVL	(2) 2X8	(2) 2X8	(2) 9'-1" LVL	(2) 2X8	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X8					
12'-0"	(2) 11'-1" LVL	(2) 2X8	(2) 2X8	(2) 11'-1" LVL	(2) 2X8	(2) 11'-1" LVL	(2) 9'-1" LVL	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X10	(2) 2X8	(2) 2X10	(2) 9'-1" LVL	(2) 2X8					
14'-0"	(2) 11'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL					
16'-0"	(2) 11'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL					
18'-0"	(2) 11'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL	(2) 14'-1" LVL	(2) 9'-1" LVL					
20'-0"	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL					
22'-0"	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL	(2) 18'-1" LVL	(2) 11'-1" LVL	(2) 11'-1" LVL					
(1) HEADERS SHOWN AS TRIPLE MEMBERS SHALL BE INSTALLED IN 2X6 WALLS																												

**SHEAR WALL FRAMING/NAILING SCHEDULE** (DOES NOT APPLY TO SHEATHING OVER GABLE END TRUSS)  
THIS TABLE ATTEMPTS TO ADDRESS GARAGES OF VARIOUS CONFIGURATIONS AND SIZES BUT CANNOT COVER ALL EXPECTED SITUATIONS.  
\* IN ALL CASES, THE "WIDTH" IS THE OVERALL DIMENSION WITH THE MAIN GARAGE DOOR. FOR VARIOUS WIDTHS, THE MAXIMUM NUMBER AND SIZES OF OPENINGS IS SHOWN ALONG WITH THE MINIMUM LENGTHS OF SHEAR PANELS BETWEEN OPENINGS. IN SEISMIC DESIGN CATEGORIES D OR E, AND 90MPH OR HIGHER WIND ZONES, FOUNDATION HOLDOWN STRAPS (SHD14) ARE REQUIRED ON EACH JAMB OF EACH OPENING, AS SHOWN ON THE FOUNDATION PLAN.  
\* THE FOLLOWING SITUATIONS MAY REQUIRE MORE DETAILED INVESTIGATION FROM THE ENGINEER:  
1) CONFIGURATIONS WITH MORE OPENINGS OR SHORTER PANELS THAN WHAT IS SHOWN HERE.  
2) WHERE THE OVERALL TABULATED LENGTH FOR A GIVEN BUILDING WIDTH IS LESS THAN THE PROPOSED LENGTH FOR A NEW GARAGE.

OVERALL DIMENSIONS			SHEAR PANEL DIMENSIONS									
WIDTH	MAX. LENGTH	MAX. HEIGHT	MAIN GARAGE DOOR WALL(C)					SIDE OR REAR WALL(S)				
			1ST GARAGE DOOR R.O.	2ND GARAGE DOOR R.O.	MAIN GARAGE DOOR R.O.	MIN. (2) SHEAR PANEL WIDTH	SHEAR PANEL NAILING @ BOUNDARY & PANEL EDGES	MAX. MAIN DOOR	MAX. WINDOW	SHEAR PANEL WIDTH	SHEAR PANEL NAILING @ BOUNDARY & PANEL EDGES	
12'-0"	20'-0"	8'-0"	-	-	-	1'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	20'-0"	10'-0"	8'-0"	-	-	2'-0"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	40'-0"	8'-0"	10'-0"	-	-	2'-0"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
14'-0"	28'-0"	8'-0"	-	-	-	2'-0"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	28'-0"	10'-0"	8'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	40'-0"	8'-0"	12'-0"	-	-	2'-0"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
16'-0"	32'-0"	10'-0"	10'-0"	-	-	3'-0"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	32'-0"	8'-0"	14'-0"	-	-	2'-0"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	40'-0"	10'-0"	12'-0"	-	-	2'-8"	8d @ 3" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
20'-0"	40'-0"	8'-0"	-	-	-	2'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	40'-0"	10'-0"	8'-0"	-	-	2'-8"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	40'-0"	12'-0"	10'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
22'-0"	44'-0"	10'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	44'-0"	12'-0"	16'-0"	-	-	3'-8"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	44'-0"	8'-0"	18'-0"	-	-	2'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
24'-0"	48'-0"	8'-0"	-	-	-	2'-8"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	48'-0"	10'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	48'-0"	12'-0"	18'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
26'-0"	50'-0"	10'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	12'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	8'-0"	18'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
28'-0"	50'-0"	10'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	12'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	14'-0"	18'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
30'-0"	50'-0"	12'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	14'-0"	18'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	10'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
32'-0"	50'-0"	12'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	14'-0"	18'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	12'-0"	16'-0"	-	-	3'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
36'-0"	50'-0"	10'-0"	16'-0"	-	-	3'-4"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	12'-0"	16'-0"	-	-	3'-4"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	14'-0"	18'-0"	-	-	3'-4"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
40'-0"	50'-0"	10'-0"	16'-0"	-	-	2'-8"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	12'-0"	16'-0"	-	-	2'-8"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	
	50'-0"	14'-0"	18'-0"	-	-	4'-0"	8d @ 2" O.C.	3'-0"	5'-0"	12'-0"	8d @ 6" O.C.	

(1) FOR WIDTHS GREATER THAN 32'-0", PROVIDE 2X4 FLAT ROOF BLOCKING IN OUTERMOST 4'-0" OF ROOF PERIMETER WITH EDGE NAILING EACH BLOCK. PROVIDE 10d COMMONS @ 3" O.C. IN ALL PERIMETER WALL BLOCKS.  
(2) WHERE WINDOW(S) ARE LESS THAN 1/2 HEIGHT OF WALL, PROVIDE SHARPEN C518 x 8'-0" (TOTAL OF TWO STRAPS) STRAP WITH BLOCKING APPLIED HORIZONTAL AT EACH END OF THE GARAGE DOOR HEADER.  
(3) WOOD PANEL NAILING IN THE FIELD IS REQUIRED TO 8d NAILS @ 12" O.C., TYP.

**HEADER SCHEDULE @ STRUCTURAL END GABLE**

MAX. (R.O.) LENGTH	NON-BEARING WALL
6'-0"	(2) 2x6
8'-0"	(2) 2x6
10'-0"	(2) 2x6
12'-0"	(2) 2x6
14'-0"	(2) 2x6
16'-0"	(2) 2x6
20'-0"	(2) 2x10







RECORDING REQUESTED BY  
AND AFTER RECORDING RETURN TO:  
Spanish Fork City  
Public Works Director  
40 S. Main Street  
Spanish Fork, UT 84660

**DEVELOPMENT AGREEMENT  
FOR  
WHISPERING PINES SUBDIVISION**

THIS DEVELOPMENT AGREEMENT FOR WHISPERING PINES SUBDIVISION (this “**Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Edge Homes Utah, LLC, a Utah limited liability company (hereinafter “**Developer**”), and Spanish Fork City, a Utah municipal corporation (hereinafter, the “**City**”).

**RECITALS**

WHEREAS, Developer owns or is under contract to purchase approximately sixty-two (62) acres of real property located in Spanish Fork, Utah, which is described and depicted in the materials attached hereto as Exhibit A (“**Property**”).

WHEREAS, Developer desires to construct a new residential community on the Property known as “*Whispering Pines*” (the “**Subdivision**” or “**Project**”);

WHEREAS, concurrently with this Agreement, Developer is seeking a zoning map amendment to change the zoning designations of the Property as shown on the Exhibit B hereto, together with preliminary plat approval for the entire Subdivision;

WHEREAS, the proposed Subdivision preliminary plat plans and architectural designs of the housing units to be constructed in the Subdivision are collectively attached hereto as Exhibit C or are on file with the City’s Planning and Zoning Department (“**Preliminary Plat**”);

WHEREAS, the proposed Preliminary Plat submissions also include the designs, specifications, and construction plans for public infrastructure improvements, private improvements, amenities of the Subdivision, and the Whispering Pines Master Planned Development Residential Design Standards guidebook (“**Design Standards Guidebook**”);

WHEREAS, the Parties intend to enter into this Agreement to govern the development of the Project, partial reimbursement of public improvement costs, and the residential dwellings to be constructed in the Project in consideration of the City’s approval of the Project’s Preliminary Plat. This process will lead to the provision of municipal services in a cost-effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and Development Standards of the City;

WHEREAS, approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permits, or other land use activity regulated by Spanish Fork

City ordinances. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power of the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement;

WHEREAS, approval of this Agreement grants Developer vested rights to develop the Project in accordance with the terms and provisions of this Agreement;

WHEREAS, a public hearing regarding this Development Agreement was held before the Planning Commission on April 9, 2025, and another public hearing regarding this Development Agreement was held before the City Council on April 15, 2025; and

WHEREAS, pursuant to Utah Code Ann. §§ 10-9a-102(2) and 10-9a-532, the City has authority and discretion to enter into development agreements regarding the timing and sequencing of infrastructure improvements and development of the Subdivision.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

## SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15).

1.1 **City** means Spanish Fork City.

1.2 **Developer** means Edge Homes Utah, LLC, a Utah limited liability company, its successors and assigns.

1.3 **Development Standards** means those Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code and the Construction Standards found in Spanish Fork Policies § 4.39, as such exist from time to time.

1.4 **Party** means each, individually, Developer and the City.

1.5 **Parties** means collectively Developer and the City.

1.6 **Project** means the Whispering Pines Subdivision, a residential community, together with the commercial parcel (zoned C-1) adjacent to Powerhouse Road.

## SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Developer

2.1.1 Applicable Standards. The City's Development Standards are the applicable standards for the Project. The version of the City's Development Standards existing at the time of final plat approval of the Project shall apply.

2.1.2 Construction Plans. Developer shall provide the infrastructure improvements shown in the construction plans approved with each final plat. Developer agrees to complete infrastructure improvements and shall be reimbursed from cash funds of the City for the proportion of the infrastructure improvements that serve a regional area and are part of the City's master plans (aka "impact fee facility plans").

2.1.2.1 Roadways. The City agrees that Fingerhut Road (as the same shall be expanded and improved by Developer) shall be the initial primary access road (ingress and egress) for the Project, and Gomex Road shall be the secondary access road for the Project. Gomex Road shall function as an emergency secondary access road with a crash-gate. These roadways shall be constructed in accordance with the construction drawings and final plat standards approved by the City. Developer shall not receive certificates of occupancy for more than fifty (50) residential units in the Project until Developer has constructed the necessary roadway improvements to connect the Project to Gomex Road in accordance with construction plans approved by the City. Once Developer has constructed the roadway improvements to connect to Gomex Road to provide emergency secondary access for the Project, Developer shall be allowed to proceed with full development and buildout of the Project.

2.1.2.2 ROW Dedication. In connection with the approval and recordation of the subdivision plat for the first phase of the Project, Developer shall dedicate to the City the public right of way required for the entire length of the expanded Fingerhut Road improvements to be constructed within the boundaries of the Project.

2.1.2.3 Bridge Construction. Developer may construct the bridge crossing improvements connecting to Highway 6 in accordance with the plans approved by the City (the "Bridge Crossing Project") if the contract for construction of the Bridge Crossing Project is awarded to Developer in conjunction with the City's procurement process. Developer shall have no obligation to use any of its own funds to pay for the Bridge Crossing Project if said contract is awarded to Developer. The City reserves the right to award the construction contract for the Bridge Crossing Project to a different contractor through the City's procurement process and standards.

a. Bridge Design Costs. In order to assist the City in obtaining funding for the Bridge Crossing Project, Developer incurred \$220,916.25 in design costs for the Bridge Crossing Project. Said amount was paid to Consor Engineers as evidenced by invoices and supporting materials provided to the City. The City shall reimburse Developer for such design costs. The City shall reimburse the design costs upon receipt of an invoice from Consor Engineers, whereupon Consor Engineers shall reimburse Developer its payment of the design costs.

2.1.2.4 High-T Intersection. Developer shall construct a High-T intersection on Powerhouse Road and the intersection of Fingerhut Drive as part of the

improvements to be constructed by Developer in Phase 1 of the Project. The High-T intersection will require signalization together with an expanded roadway on Fingerhut Road and a new roundabout as shown on the Preliminary Plat. The City will reimburse Developer for thirty percent (30%) of the costs of the High-T Intersection improvements, the traffic signal, and the new roadway (Fingerhut Road) from Powerhouse Road through and including the new roundabout on Fingerhut Road (collectively, the “**Reimbursable Roadway Improvements**”). The Reimbursable Roadway Improvements are depicted in Exhibit D hereto.

2.1.2.5 Master-Planned Trails. Developer shall construct the master-planned trails and trailhead improvements. The location and design of the master-planned trail crossing of US-6 shall require review and approval of the City, Mountainland Association of Governments, and UDOT before a preconstruction meeting can be held on the portion of the Project that will include the trails. Developer shall be reimbursed for the proportionate costs of said improvements to trails located outside the subdivision to the extent they constitute “system improvements” (or upsized improvements) under Utah law. Developer shall construct the portion of any trails located within the Subdivision without any reimbursement from the City, except that the City will reimburse Developer for the costs of constructing that portion of the new trail running from the southeastern corner of Lot 501 along the southern portion of the Project in a northeasterly direction to the point where the trail connects to Gomex Road.

2.1.2.6 Preliminary Plat. Developer’s preliminary plat application submittals include construction drawings, a phasing plan (which shall be a sequential phasing plan with each phase developed according to ascending numerical order), engineered drawings for roadways, public improvements, private improvements, and park/open space areas, as well as the architectural designs of the housing units to be constructed within the Subdivision as shown in the Design Standards Guidebook. Developer shall construct the Project in accordance with the plans and details set forth in the approved Preliminary Plat materials (subject to any reasonable changes required by as part of the final plat approvals for the Project).

2.1.2.7 Pressurized Irrigation. Developer shall install the pressurized irrigation line in Powerhouse Road from Riverbottoms Road to US 6, or as otherwise approved by the City. Developer shall be reimbursed for the costs of said irrigation line through impact fees collected by the City according to the City’s adopted procedure for reimbursements. Pressurized irrigation lines shall be installed throughout the Subdivision, as required by the City’s Development Standards and according to the approved Preliminary Plat.

2.1.2.8 Utilities. Developer shall construct the utility improvements needed for the Project as approved on a plat-by-plat basis. To the extent the City requires Developer to upsize any such utility improvements to provide capacity or service in excess of the needs of the Project, the costs of such upsizing shall be reimbursed by the City through the respective impact fees collected by the City according to the City’s adopted procedure for reimbursements.

2.1.2.9 Parks and Open Spaces. Developer shall construct the park and open space improvements consistent with the designs, standards, and locations depicted in the approved Preliminary Plat materials. Except as provided in section 2.1.2.5, above, to the extent the City requires Developer to upsize any such open space or trail improvements to provide capacity or service in excess of the needs of the Project, the costs of such upsizing shall be reimbursed by the City from impact fees according to the City's adopted procedure for reimbursements or from other funding sources if such are available.

2.1.3 Reimbursement Procedure. The reimbursements authorized in this Agreement shall be administered in accordance with Section 3.5 herein, together with the City's adopted impact fee enactment, impact fee facilities plan, and impact fee analysis. Reimbursement shall commence immediately upon completion and acceptance of the work and the reimbursement shall follow City's typical policies and procedures. Impact fees are reimbursed on a pro-rata basis among other entities that are entitled to impact fee reimbursement in a given year. In connection with the final plat approval of each phase of the Project, the Parties shall determine which improvements to be constructed in such phase qualify for reimbursement from the City under Utah law. Developer shall not be entitled to any reimbursements from the City from improvements to be constructed in a phase unless the reimbursements are agreed upon by the Parties in connection with the final plat approval for such phase.

2.1.4 Vested Rights; Product Types. The Parties intend that this Agreement grants to Developer all rights to develop the Project in accordance with the requirements, terms, and standards set forth in this Agreement, the approved Preliminary Plat of the Project, and the City's Development Standards. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509. These vested rights are subject to the requirement that Developer proceed with reasonable diligence as contemplated in Utah Code Ann. § 10-9a-509(1)(f), as further clarified by the City's Development Standards regarding duration of preliminary approval and the maximum time allowed for filing of final plats. Developer's vested rights include, without limitation, the right to develop and construct the following residential product types with the following unit counts as depicted on the Whispering Pines Preliminary Subdivision Plat materials so long as Developer complies with the provisions of this Agreement, the adopted Fire Code, and the City's Development Standards:

<u>Product Type</u>	<u>Unit Count</u>
Condominiums	240 Units
Townhomes (front/rear load)	175 Units
Townhomes (back to back)	140 Units
Single Family Detached	24 Units
<hr/>	
Total Project	579 Units

The location of such units, by type, are shown on the Preliminary Plat. If any portion of the area shown on the Preliminary Plat is converted from a residential land use to a different land use (such as church, school, or highway), the corresponding number and type of units for that discrete geographical area shall be relinquished, voided, and deducted from the Total Project Units, unless

otherwise agreed in writing by the City. For example, if a portion of the Project is converted from residential to a church land use, and 15 townhomes (back-to-back) were depicted on the area now being converted to a church land use, that same number would be deducted, leaving 125 townhomes of the back-to-back type and a maximum Total Project Units of 564 remaining.

## 2.2 General Rights and Responsibilities of City.

2.2.1 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the reasonable police powers of the City to enact ordinances, standards, or rules regulating land use, development, or zoning so long as such future ordinances, standards, or rules are of general applicability throughout the City and do not unreasonably impair Developer's rights hereunder to develop the Project in accordance with the terms of this Agreement.

2.2.2 Compliance with City Requirements and Standards. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans. Notwithstanding the foregoing, in the event of a conflict between the terms of this Agreement and any then applicable requirements of City, this Agreement shall control.

2.3 Zoning - Legislative Discretion. This Agreement shall be valid and binding if and only if the City Council of the City, in the independent exercises of its legislative authority, approves the rezone application for the Property, assigning to the Property the zoning designation with the Master Planned Development Overlay, as requested by Developer and shown in the attached Exhibit B.

## SECTION III. GENERAL PROVISIONS

3.1 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Project Area. All successors in interest shall succeed only to those benefits and burdens of this Agreement that pertain to the portion of the Project to which the successor holds title.

3.2 Recording. City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

3.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership between them; and (ii) nothing contained herein shall be construed as creating any such relationship among City and Developer.

3.4 Assessment of Impact Fees. Pursuant to City ordinance and to the extent permitted by the Impact Fees Act, Title 11, Chapter 36a, of the Utah Code, as amended, and other applicable law, the City shall assess and collect impact fees. Notwithstanding the foregoing, in the event any law or court decision hereafter prohibits, limits or eliminates the ability of a city to assess and/or

collect all or a portion of the impact fees, the City shall not be obligated to assess, collect, or reimburse impact fees, except to the extent authorized by the then-existing law and/or any applicable court decisions.

3.5 Reimbursement of Impact Fees. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to Developer until impact fees are actually collected by the City. The City shall not be obligated to pay interest on the cost to construct the Improvements or on the impact fees collected. Developer hereby agrees to accept the impact fees actually collected by the City as provided herein as full and final reimbursement and satisfaction of all sums relating to the Subdivision and hereby agrees to hold the City and its officers, employees, representatives and agents harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees for any reason whatsoever despite the City's good faith and diligent efforts. Notwithstanding anything herein, no reimbursement shall be due hereunder to Developer for any particular public improvements until they have been completed by Developer, accepted by the City, dedicated to the City or made available for the use by the City, and Developer has provided the City with reasonable evidence of the Project's costs actually incurred by Developer for such Project, as set forth herein.

3.6 Voluntary Agreement. Developer affirms that it has entered into this Agreement willingly and voluntarily and that it desired to enter into this Agreement because without the Agreement the development of the Property would not otherwise comply with applicable statutes, municipal ordinances, or standards; would not be an allowed or permitted use; or the City's land use regulations do not otherwise establish all applicable standards for development on the Property.

3.7 Dedicated Public Improvements. Developer acknowledges and agrees that the dedication of public rights-of-way, easements, and the construction and dedication of public improvements and public landscaping improvements (including public sidewalks, trails, and walls) are lawfully required, do not constitute unconstitutional or illegal exactions as defined by federal or state law. Rather, they form part of the essential consideration of this Agreement. The portions of public improvements that are not reimbursed by impact fees are lawful project improvements.

3.8 Written Disclosure. If this Agreement purports to restrict any right that Developer would possess under state law, Developer hereby waives any requirement to disclose in writing to Developer the rights this Agreement restricts. The provisions of this section shall not be construed to constitute a failure to disclose such requirements and such shall not be void for any failure to disclose them. Rather, Developer acknowledges that the written provisions of this Agreement provide adequate notice.

#### SECTION IV. MISCELLANEOUS

4.1 Exhibits and Headings. All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions but are not to be considered part of the contract provisions.



4.2 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect if the intent of the Parties can be carried out by so doing.

4.3 Construction. This Agreement has been reviewed by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.4 Further Assurances. Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

4.5 Assignment. Developer shall have the right to transfer and assign its rights and obligations under this Agreement to any affiliated entities (meaning an entity under common ownership or control with Developer). Otherwise, this Agreement may not be assigned without the written consent of both Parties, which consent shall not be unreasonably withheld.

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

4.7 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and (iii) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This Agreement shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

4.8 Limited Remedies. Damages are not available as a remedy in any suit to enforce this Agreement. However, remedies shall include specific enforcement, mandamus, injunction, declaratory judgment, and any remedy identified in Utah Code Ann. §§ 10-9a-801 and 10-9a-802.

4.9 Attorneys Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

4.10 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally, by certified mail, return receipt requested, or by email. If given by certified mail, the same shall be deemed to have been given and received on

the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. If by email, a notice is given when sent, provided that notice via another authorized means of notice is sent promptly after such email is sent. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City, to:

Spanish Fork City  
Attn: City Manager  
40 S. Main St.  
Spanish Fork, Utah 84660  
Email: [sperrins@spanishfork.gov](mailto:sperrins@spanishfork.gov)

With a copy to: Vaughn R. Pickell, City Attorney  
E-mail: [vpickell@spanishfork.gov](mailto:vpickell@spanishfork.gov)

If to Developer, to:

Edge Homes Utah, LLC  
Attn: Steve Maddox, CEO  
13702 S. 200 W. #B-12  
Draper, Utah 84020  
Email: [steve@edgehomes.com](mailto:steve@edgehomes.com)

With a copy to: Paxton Guymon, Esq.  
Email: [pguymon@edgehomes.com](mailto:pguymon@edgehomes.com)

4.9 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- |                  |   |
|------------------|---|
| <b>Exhibit A</b> | Legal Description and Concept Plan of Whispering Pines Subdivision  |
| <b>Exhibit B</b> | Zoning Exhibit  |
| <b>Exhibit C</b> | Whispering Pines Subdivision Preliminary Plat, Architectural Designs, and Whispering Pines Residential Design Standards Guidebook |
| <b>Exhibit D</b> | Map of Reimbursable Roadway Improvements  |

*[signature page follows]*

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by Spanish Fork City, acting by and through its City Council, as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY:**  
SPANISH FORK CITY

Attest:

\_\_\_\_\_  
Mike Mendenhall, Mayor

\_\_\_\_\_  
Tara Silver, City Recorder

STATE OF UTAH        )  
                              ) ss.  
COUNTY OF UTAH    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Mike Mendenhall, as Mayor of Spanish Fork City.

\_\_\_\_\_  
Notary Public

**DEVELOPER:**  
EDGE HOMES UTAH, LLC

\_\_\_\_\_  
Steve Maddox, CEO/Manager

STATE OF UTAH        )  
                              ) ss.  
COUNTY OF            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Steve Maddox, as CEO and Manager of Edge Homes Utah, LLC, a Utah limited liability company.

\_\_\_\_\_  
Notary Public

**PROPERTY OWNER CONSENT:**

The undersigned entity is the lawful owner of fee title to the Property described in the foregoing Development Agreement for Whispering Pines Subdivision, and does hereby approve the foregoing Development Agreement and consents to it being recorded against the Property in the Utah County Recorder's Office.

**PROPERTY OWNER:**

WDC Industrial Utah Owner LP, a  
Delaware limited partnership

\_\_\_\_\_  
Jeff Grasso, Managing Partner

STATE OF UTAH        )  
                              ) ss.  
COUNTY OF         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Jeff Grasso, as Managing Partner of WDC Industrial Utah Owner LP, a Delaware limited partnership.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**PROPERTY DESCRIPTION AND EXHIBIT**

The Property (Whispering Pines Subdivision) is located in Utah County, Utah, and is described as follows: All of Lot 2, the parcel denoted as a 56' Private Drive, and a portion of Lots 1, 3, and 4 of Moark Junction Subdivision Plat "A", recorded May 17, 2006, as Entry No. 60748:2006 and as Map Filing No. 11655 in the official records of the Utah County Recorder, being more particularly described as follows:

Beginning at a point being South 04°42'44" East 299.36 feet from the northeast corner of Lot 1 of said Moark Junction Subdivision Plat "A", said point also being North 89°56'58" East 1,296.02 feet and South 421.46 feet from the Northwest Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base and Meridian; and running

thence South 04°42'44" East 174.36 feet;  
thence Southeasterly 683.78 feet along the arc of a 1,315.92 foot radius curve to the left (center bears North 74°45'44" East and the chord bears South 30°07'26" East 676.11 feet with a central angle of 29°46'19");  
thence South 65°28'23" East 649.42 feet;  
thence South 74°09'57" East 128.78 feet;  
thence Southeasterly 402.98 feet along the arc of a 3,049.50 foot radius curve to the left (center bears North 59°02'09" East and the chord bears South 34°45'00" East 402.69 feet with a central angle of 07°34'17");  
thence South 38°32'09" East 178.33 feet;  
thence South 50°43'17" West 142.04 feet;  
thence Southwesterly 90.76 feet along the arc of a 395.00 foot radius curve to the right (center bears North 44°47'37" West and the chord bears South 51°47'21" West 90.56 feet with a central angle of 13°09'55");  
thence South 58°22'18" West 1,144.81 feet;  
thence Northwesterly 121.14 feet along the arc of a 77.00 foot radius curve to the right (center bears North 31°37'42" West and the chord bears North 76°33'24" West 109.03 feet with a central angle of 90°08'36");  
thence North 68°38'03" West 83.93 feet;  
thence North 89°44'08" West 374.14 feet;  
thence North 13°46'30" West 423.34 feet;  
thence North 22°46'30" West 660.00 feet;  
thence North 09°36'30" West 330.00 feet;  
thence North 15°33'30" East 330.00 feet;  
thence North 21°03'30" East 198.00 feet;  
thence North 57°03'30" East 211.20 feet;  
thence North 05°56'30" West 322.48 feet;  
thence North 38°43'04" East 83.17 feet;  
thence Northeasterly 110.76 feet along the arc of a 467.00 foot radius curve to the right (center bears South 51°19'02" East and the chord bears North 45°28'38" East 110.50 feet with a central angle of 13°35'19");  
thence South 35°35'09" East 15.25 feet;  
thence South 54°24'51" West 10.00 feet;

thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears South 35°35'09" East and the chord bears South 09°24'51" West 21.21 feet with a central angle of 90°00'00");

thence South 35°35'09" East 33.73 feet;

thence Southeasterly 72.71 feet along the arc of a 115.50 foot radius curve to the right (center bears South 54°24'51" West and the chord bears South 17°33'01" East 71.52 feet with a central angle of 36°04'15");

thence South 00°29'06" West 66.59 feet;

thence South 89°30'54" East 244.39 feet to the point of beginning.

Contains 2,705,951 Square Feet or 62.120 Acres

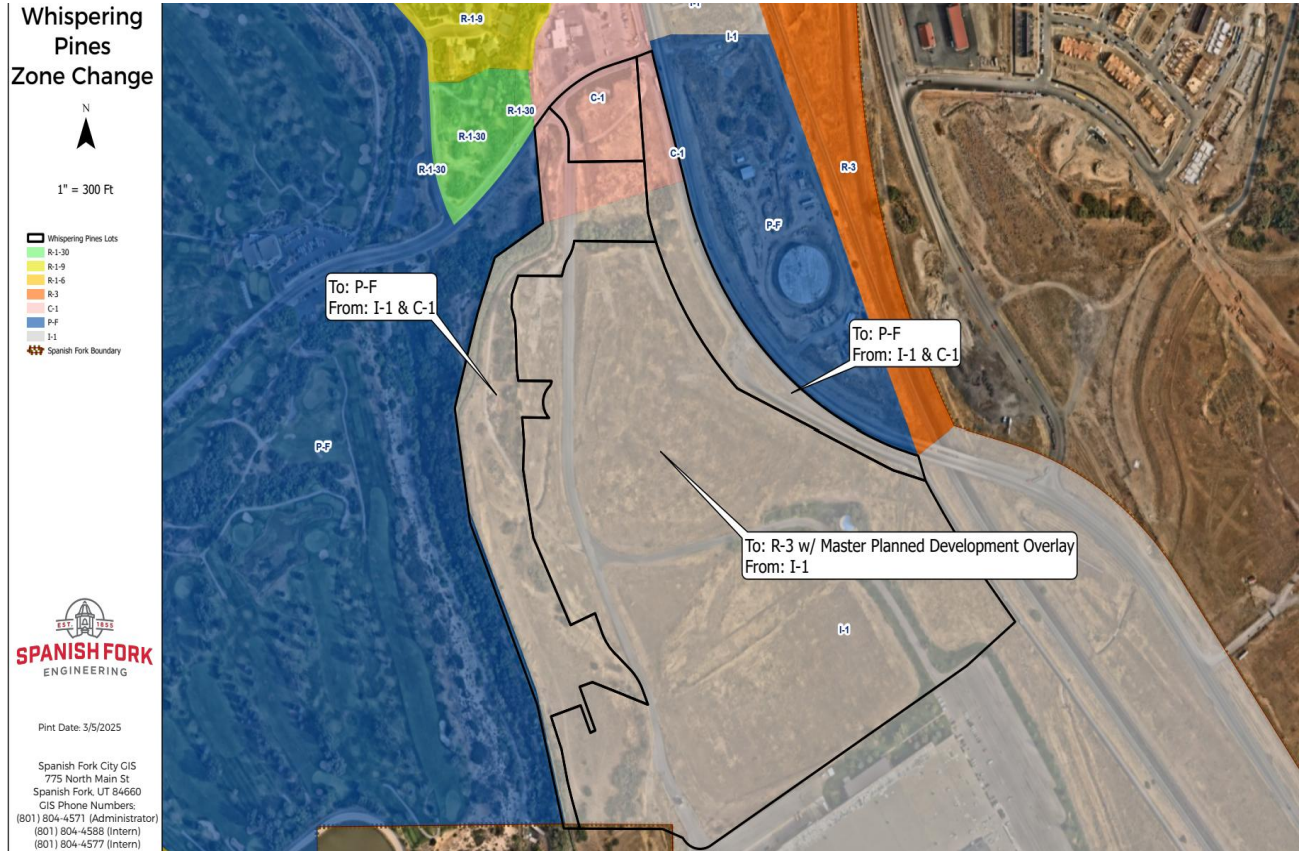
Together with those certain perpetual, non-exclusive easements appurtenant to Parcel 1, (a) for pedestrian and motor vehicle ingress and egress, and (b) utility lines and facilities, as granted and described in that certain Declaration of Easements, Covenants and Restrictions, recorded December 12, 2011 as Entry No. 89155:2011 of the official records of the Utah County Recorder.

# Map of the Whispering Pines Subdivision





# EXHIBIT B ZONING EXHIBIT



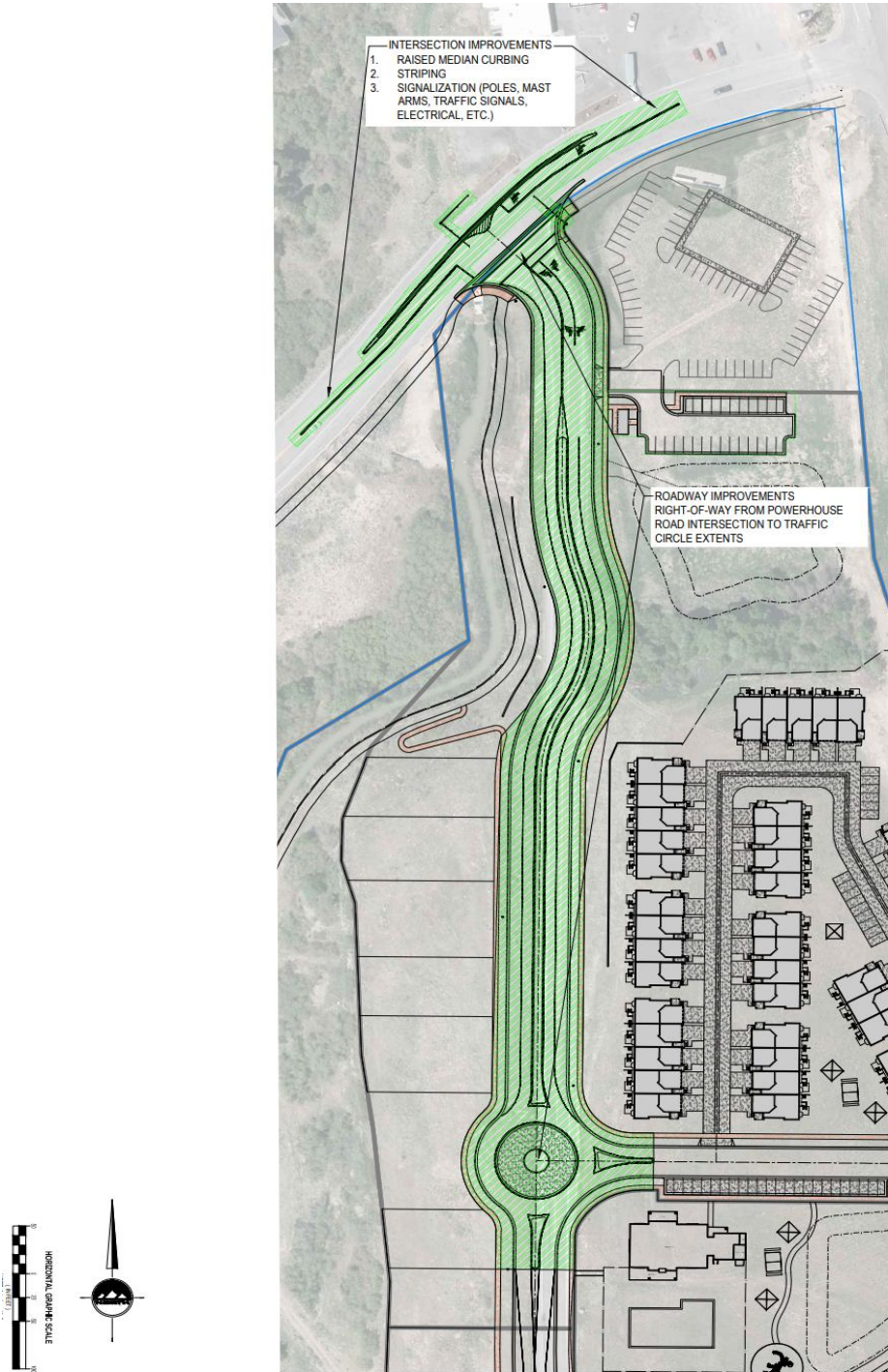


**EXHIBIT C**  
**WHISPERING PINES SUBDIVISION**  
**PRELIMINARY PLAT, ARCHITECTURAL DESIGNS, AND WHISPERING PINES RESIDENTIAL DESIGN**  
**STANDARDS GUIDEBOOK**

On file with the Planning Division of Spanish Fork City

# EXHIBIT D

## REIMBURSABLE ROADWAY IMPROVEMENTS



SPANISH FORK  
CITY  
REIMBURSABLE  
ITEMS

WHISPERING PINES AT SPANISH FORK  
EDGE HOMES  
APPROX. 4000 EAST POWERHOUSE RD  
SPANISH FORK UTAH



Propose to add the underlined below to Section 15.4.12.070 Reimbursable Projects

#### 15.4.12.070 Reimbursable Projects

Growth related infrastructure that does not have local connections shall be eligible for 100% reimbursement through impact fees. All roads along non-residential and multi-family development shall be considered to have local connection to the development. Parks shall not be considered to have local connection. If there are local connections, the difference between the regional and local infrastructure cost shall be eligible for reimbursement from impact fees. 600 amp electric lines are 28% reimbursable from impact fees. Roadway impact fee reimbursement shall only apply to improvements and land from back of curb to back of curb unless offsite along previously developed land. Intersection impact fee reimbursement shall be calculated by averaging the percent impact fee eligible of the two intersecting streets.

Eligible projects become reimbursable once they are added to the Impact Fee Facilities Plan (IFFP). The City Public Works Director will determine when projects will be added to the IFFP.

Design costs for development projects may be reimbursed through impact fees only under the following conditions:

a. The design costs are incurred exclusively for system improvements that are not local development project improvements.

b. The design contract for system improvements is separate and independent from the original development design contract for on-site work.