

ORDINANCE NO. O- 61 -2025

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE PACIFIC SPRINGS DEVELOPMENT AGREEMENT

PREAMBLE

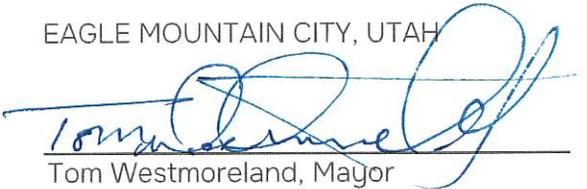
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Pacific Springs Development Agreement, as set forth more specifically in Exhibit A.

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 Pacific Springs Development Agreement, as set forth in Exhibit A.
2. The Pacific Springs 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 16<sup>th</sup> day of December, 2025.

EAGLE MOUNTAIN CITY, UTAH



Tom Westmoreland, Mayor

ATTEST:



Gina L. Olsen, CMC  
City Recorder



## CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on the 16<sup>th</sup> day of December, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright

  
\_\_\_\_\_  
Gina L. Olsen, CMC  
City Recorder

Posted on 12/22/25 by WM.

# Exhibit A

**WHEN RECORDED, RETURN TO:**

Eagle Mountain City  
Attn: Gina L. Olsen, City Recorder  
1650 Stagecoach Run  
Eagle Mountain, UT 84005

**DEVELOPMENT AGREEMENT  
FOR PACIFIC SPRINGS PLAT A-5**

This Development Agreement for Pacific Springs Plat A-5 (“Agreement”) is made and entered into as of the 16 day of December, 2025, by and between Eagle Mountain City, a political subdivision of the State of Utah (“City”) and R5 Development, LLC, a Utah limited liability company (“Developer”).

**RECITALS**

A. On March 27, 2025, Developer received approval from the City for Pacific Springs Plat A-5. Lots 511-514 abut Desert Willow Drive, which is designated as a collector road on the City’s Transportation Master Plan.

B. Eagle Mountain Municipal Code requires that privacy screening be installed prior to the issuance of a building permit. Due to complications arising from prior non-compliance with the City Code in adjoining plats by a different builder, Developer has been unable to install the required fencing.

C. The Parties desire to enter into this Agreement to allow for flexibility in the timing of fencing installation while ensuring the completion of such improvements through financial security.

D. The Parties have cooperated in the preparation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows.

**AMENDMENT**

1. **Recitals.** The above stated Recitals are incorporated herein as part of this Agreement..

2. **Fence Completion and Security Timing.**

2.1. *Escrow Bond.* With the application for any building permit for Lots 511-514, Developer shall post a bond that shall cover 110% of the estimated cost of constructing fencing along designated arterial and collector roadways in accordance with the approved plans and City standards (the “Fence Improvements”). This escrow bond shall guarantee the completion of the Fence Improvements.

2.2. *Building Permits.* Upon posting of the escrow bond described in Section 2.1 above, the City shall agree to not withhold issuance of building permits within the applicable subdivision solely on the basis that the Fence Improvements have not yet been completed.

2.3. *Certificates of Occupancy.* Notwithstanding Section 2.2 above, the Parties agree that the City may withhold certificates of occupancy for structures located within the applicable subdivision until the Fence Improvements have been fully completed, inspected, and approved by the City.

3. **Executing on Bond.** If the City is required to execute on the Surety Bond and construct the Fence Improvements, Developer shall be liable to City for any expenses or costs not covered by the Surety Bond.

4. **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.

5. **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.

6. **Applicable Law.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

7. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

R5 Development, LLC  
2479 Field Rose Drive  
Salt Lake City, Utah 84121

To the City:

City Recorder  
Eagle Mountain City  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005

8. **Counterparts.** This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

9. **Hold Harmless.** Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or

its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with this Agreement.

10. **Remedies.** Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, THEIR 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.

11. **Relationship of the Parties.** This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement.

12. **Title and Authority.** Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to Lots 511-514 and that no portion of those lots, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of Lots 511-514 is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

13. **Governmental Immunity.** The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) ("Immunity Act"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

14. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

15. **Amendment.** This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

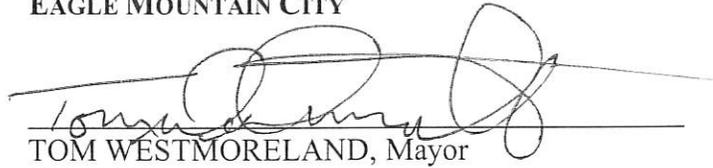
16. **Recording.** The Parties shall cause this Agreement to be recorded in the records of the Utah County Recorder.

**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.

*[signatures on following pages]*

CITY

EAGLE MOUNTAIN CITY

  
TOM WESTMORELAND, Mayor

ATTEST

  
GINA L. OLSEN, City Recorder



  
MARCUS DRAPER, City Attorney  
*Approved as to form and legality*

CITY ACKNOWLEDGEMENT

STATE OF UTAH            )  
                                      :SS  
COUNTY OF UTAH        )

On the 16 day of December, 2025, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the MAYOR OF EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.



  
NOTARY PUBLIC

**DEVELOPER**

**R5 DEVELOPMENT, LLC**

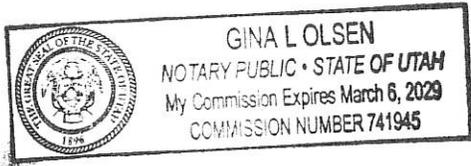
A Utah limited liability company

  
\_\_\_\_\_  
Ali Rafati, Manager / Member

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

On the 21 day of December, 2025, personally appeared before me Ali Rafati, duly sworn, did say that he is the Managing Member of R5 Development, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



  
\_\_\_\_\_  
NOTARY PUBLIC