

**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
AUGUST 18, 2015**

TITLE:	AGREEMENT – Consideration of an Impact Fee Reimbursement Agreement for Edge Homes, LLC		
FISCAL IMPACT:	\$91,496.00		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
N/A	N/A	N/A	

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Public Notice Webpage

REQUIRED FINDINGS:

**Public Works Board
Recommendation**

Vote: N/A

**Prepared By:
Jeremy Cook**

NOTES/COMMENTS:

RECOMMENDATION:

That the City Council approves the Impact Fee Reimbursement Agreement with Edge Homes, LLC.

BACKGROUND:

Edge Homes, LLC is in the process of developing a portion of the Valley View Ranch Phase 4 and Phase 5 subdivisions. As part of the project, Edge Homes has agreed to install or upsize certain water and sewer improvements that Edge believes are system improvements and should be subject to reimbursement by the City. The Impact Fee Reimbursement Agreement would reimburse Edge Homes for the cost of the improvements that are included in the next update to the impact fee ordinance.

**IMPACT FEE REIMBURSEMENT AGREEMENT
FOR EDGE HOMES, LLC**

This Impact Fee Reimbursement Agreement (this “Agreement”) is entered into by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the “City”) and **Edge Homes, LLC**, a Utah limited liability company (“Developer”). City and Developer shall collectively be referred to herein as “Parties.”

RECITALS

A. Developer is in the process of developing the Valley View Ranch Phase 4 and Phase 5 subdivisions (the “Project”). A map depicting the Project is attached hereto as Exhibit A.

B. In conjunction with the Project, Developer has installed or will install certain water and sewer improvements (the “Improvements”) that Developer believes should be considered System Improvements and subject to reimbursement by the City from the City’s collection of impact fees.

C. It is the intent of the Parties that City will reimburse Developer for certain cost associated with the Improvements on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows:

1. Construction and Approval of Improvements. Developer shall cause the Improvements to be completed, at Developers sole cost, by a qualified, licensed contractor acceptable to the City. Developer acknowledges and agrees that the installation of the Improvements is a condition of development approval and Developer will be required to either complete the Improvements prior to recording the subdivision plat for the Project or bond for the full cost of the Improvements in accordance with City bond requirements. In addition, Developer will be required to warranty the Improvements in accordance with the City warranty requirements for infrastructure improvements.

2. Reimbursement to Developer from City. City has reviewed the proposed costs for installing and/or upsizing the Improvements, which proposal is attached hereto and incorporated herein as Exhibit B (the “Proposal”). Pursuant to procedures set forth herein, the City shall reimburse Developer for the actual cost incurred by Developer to install or upsize the

reimbursable portions of the Infrastructure in an amount not to exceed **\$91,496.00** (the “Reimbursable Costs”).

3. Review of Actual Expenditures / Lien Releases. Prior to the City initiating the process to amend the City’s impact fee ordinance, Developer shall submit to the City Engineer a detailed cost breakdown for all work completed on the Improvements (“Cost Breakdown”). The Cost Breakdown shall separately detail all material, labor and equipment costs. Developer shall include invoices or receipts from all third-parties providing material, labor or equipment for the Improvements. Developer, either directly or through any affiliated company or subsidiary, shall not include or be entitled to any administrative fees, management fees, mark-ups, or profits on any material, labor or equipment. Developer shall have obtained and attached to each Cost Breakdown executed conditional releases of mechanic's and materialmen's liens, reasonably satisfactory to the City, from any party having lien rights (which conditional lien releases shall collectively cover all work, labor, equipment, and materials done, supplied, performed or furnished.

4. Review and Approval of Cost Breakdown. The City Engineer shall review each Cost Breakdown within thirty (30) days

5. Impact Fee Amendment and Payment to Developer. City shall only reimburse Developer for the Reimbursable Costs that are included in the impact fee ordinance and able to be collected by the City. City shall diligently and efficiently pursue to completion an amendment to its current water and sewer impact fee ordinance to include the Improvements. Developer and City anticipate that the amendment to the impact fee ordinance will not be effective for at least six month following execution of this Agreement. Upon completion of the amendment to the impact fee ordinance, City shall notify developer of the total Reimbursable Costs approved in the impact fee ordinance.

6. Collection and Accounting. The period between July 1 and June 30 of the next succeeding year (“Reimbursement Period”) shall constitute the accounting period for determining the total amount of impact fees collected for reimbursement under this Agreement. Within thirty (30) days following the end of each Reimbursement Period, the City shall prepare and make available to Developer a report of all impact fees which were collected during the preceding accounting period that are payable to Developer under this Agreement. City shall pay the amounts to Developer within ten (10) days of written confirmation from Developer that Developer agrees with the amounts in the report.

7. Payments to Developer. Payments shall be made to Developer based upon the amount of Reimbursable Costs collected by the City from water and sewer impact fees respectively within the Project during the Reimbursement Period minus any impact fees that are payable to third-parties as pass-through fees or as impact fees reimbursements. For example, if 10 building permits are issued for lots within the Project during a Reimbursement Period and the

sewer impact fees is \$2,500, the City will pay Developer the amount of \$25,000 (minus any portion of the impact fee payable to TSSD or other third-parties) toward payment of the Reimbursable Costs related to sewer system improvements. In the event that all impact fees are paid for all lots within the Project prior to the City fully reimbursing Developer for the Reimbursable Costs, City shall pay Developer the remaining Reimbursable Costs at the end of the following Reimbursement Period.

8. Cooperation and Noninterference. Developer agrees not to challenge impact fees on the Project and shall cooperate with the City in the collection of all impact fees required by the Ordinance.

9. General Provisions. The following provisions are also an integral part of this Agreement:

(a) Governmental Immunity. The City is a governmental entities under the “Utah Governmental Immunity Act” (*Utah Code Ann. § 63-30-1, et seq.*) (the “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.

(b) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(c) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(f) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

(g) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(k) Recitals. All recitals are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.

(l) No Partnership. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

DATED this _____ day of _____, 2015.

EAGLE MOUNTAIN CITY

Christopher Pengra, Mayor

ATTEST:

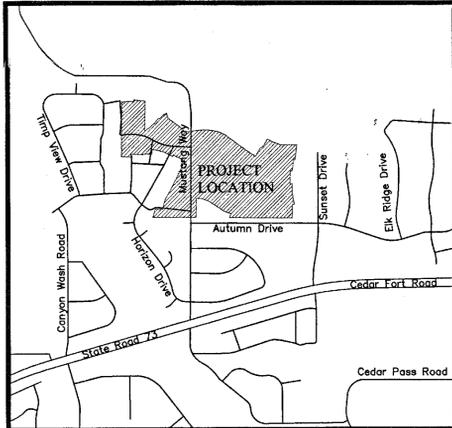
Fionnuala B. Kofoed, MMC
City Recorder

EDGE HOMES, LLC

By:_____

Print Name:_____

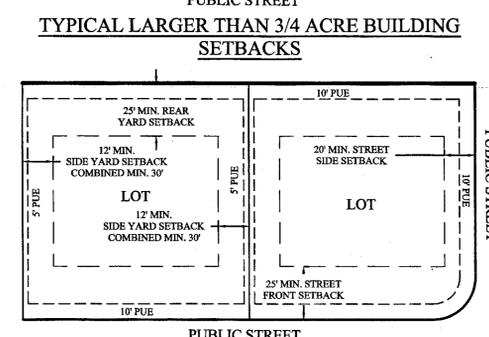
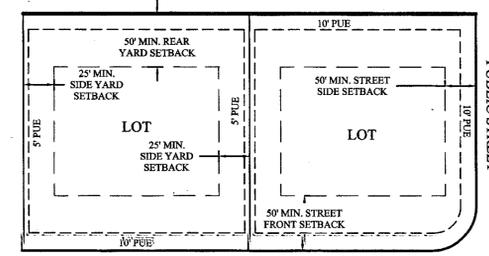
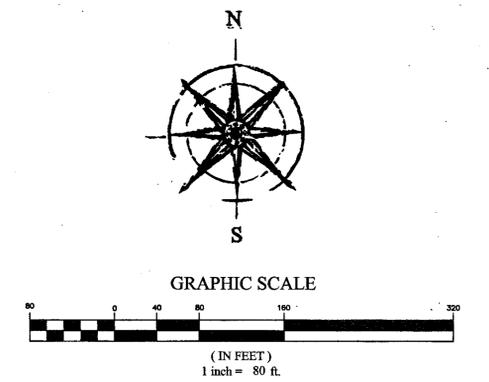
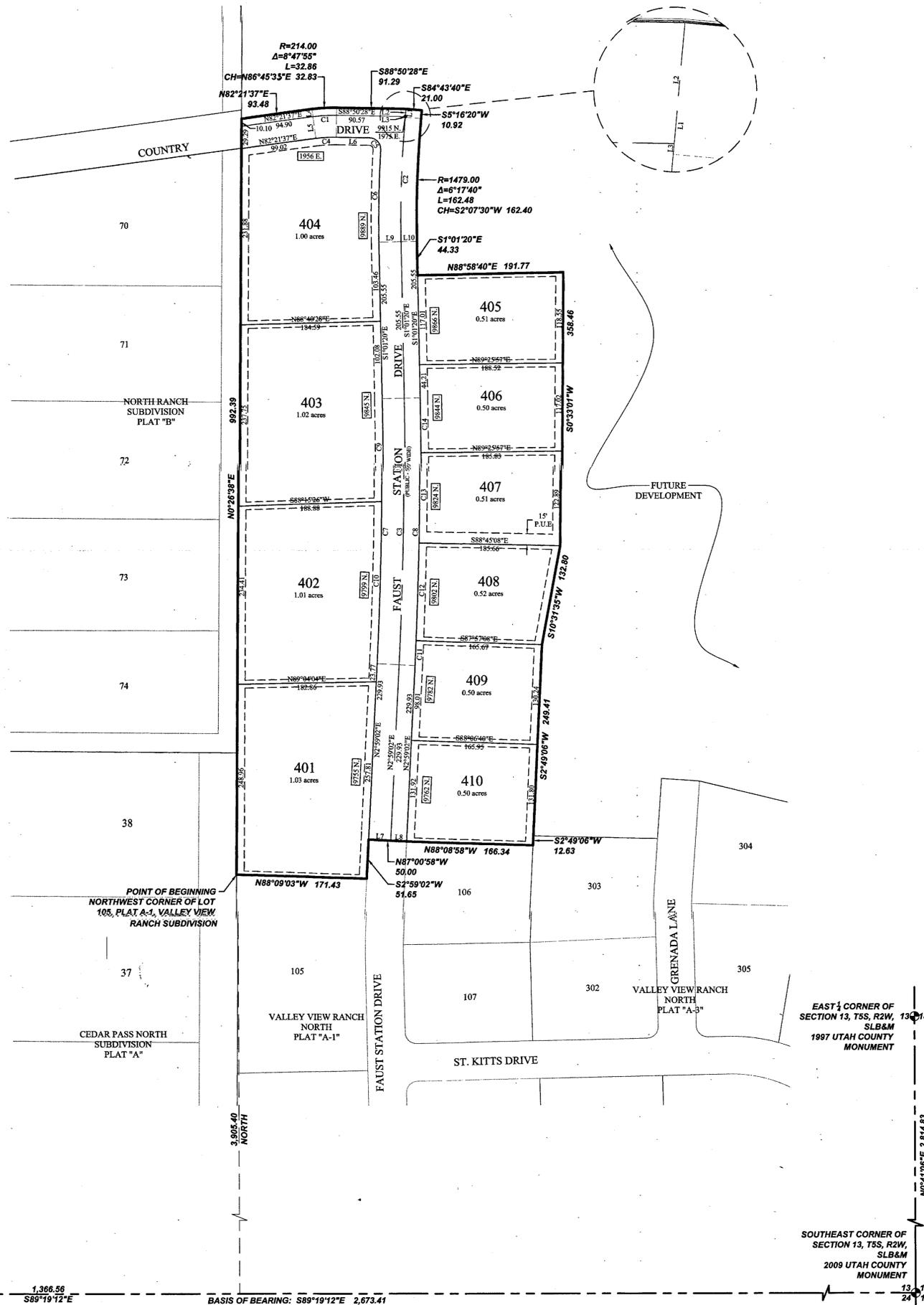
Title:_____



VICINITY MAP

LINE	DIRECTION	LENGTH
L1	N88°16'20"E	10.92
L2	S05°16'20"W	10.03
L3	S05°16'20"W	0.89
L4	S07°38'23"E	10.00
L5	S07°38'23"E	29.00
L6	S88°50'28"E	43.59
L7	S87°00'58"E	21.00
L8	S87°00'58"E	21.00
L9	N88°58'40"E	29.00
L10	N88°58'40"E	21.00

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°45'14"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:

#5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.

ALL LOTS IN PHASE 4 WILL REQUIRE A SEPTIC SYSTEM.

F.U.E. = PUBLIC UTILITY EASEMENT.

LOTS 101-110 MUST RECEIVE APPROVAL FROM THE UTAH COUNTY HEALTH DEPARTMENT FOR A SEPTIC TANK AND DEPARTMENT PRIOR TO ISSUANCE OF BUILDING PERMITS. FAILURE TO MEET COUNTY REQUIREMENTS MAY RESULT IN LOTS BEING UNBUILDABLE. ANY LOT WITHIN 300 FEET OF AN EXISTING OR FUTURE CENTER MAY BE REQUIRED TO CONNECT TO THE POWER LINE AT OWNERS RISK.

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 the point of beginning.

Contains: 8.38 +/- acres

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 30th DAY OF July A.D. 2014

Michael C. Bingham
MICHAEL C. BINGHAM, MANAGER
EDGE LAND INVESTORS, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 30th DAY OF July A.D. 2014 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Michael Bingham, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Manager OF EDGE LAND INVESTORS, A UTAH L.L.C. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 4-19-2015

Kami Robertson
KAMI ROBERTSON, COMMISSIONED IN UTAH
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL ROADS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 8 DAY OF September, A.D. 2014.

APPROVED: [Signature] ATTEST: [Signature]
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 21 DAY OF August, A.D. 2014.

Christopher J. Jones
CITY ENGINEER

CITY ATTORNEY APPROVAL

APPROVED THIS 27 DAY OF August, A.D. 2014, BY THE CITY ATTORNEY OF EAGLE MOUNTAIN CITY.

[Signature]
CITY ATTORNEY

PLAT "A" PHASE 466106 2014 Map # 14368
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Sep 16 2:01 pm FEE 40.00 BY SM
RECORDED FOR EAGLE MOUNTAIN CITY

VALLEY VIEW RANCH SUBDIVISION
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

14368

89371

SURVEYOR'S SEAL: DENNIS P. CARLISLE, No. 172675, Exp. 12-24-14, STATE OF UTAH

NOTARY PUBLIC SEAL: Kami Robertson, Notary Public of Utah, Commission #: 006235, Comm Exp: 4-19-2015

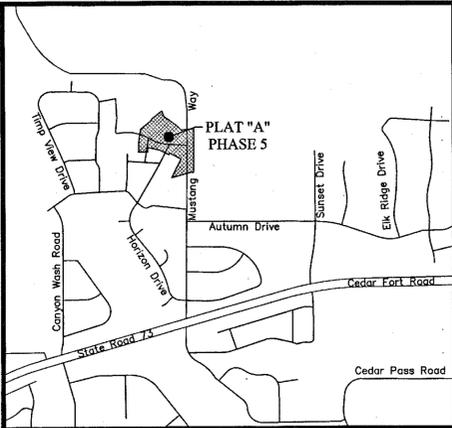
CITY-COUNTY ENGINEER SEAL: Christopher J. Jones, City Engineer, Eagle Mountain, Utah

COUNTY RECORDER SEAL: Jeffery Smith, Utah County Recorder, Eagle Mountain, Utah

SOUTH 1/4 CORNER OF SECTION 13, T5S, R2W, SLB&M 2005 UTAH COUNTY MONUMENT

SOUTHEAST CORNER OF SECTION 13, T5S, R2W, SLB&M 1997 UTAH COUNTY MONUMENT

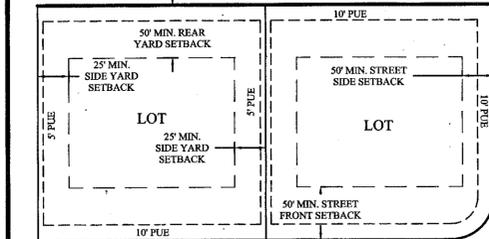
BASIS OF BEARING: S89°19'12"E 2,673.41



VICINITY MAP

N.T.S.

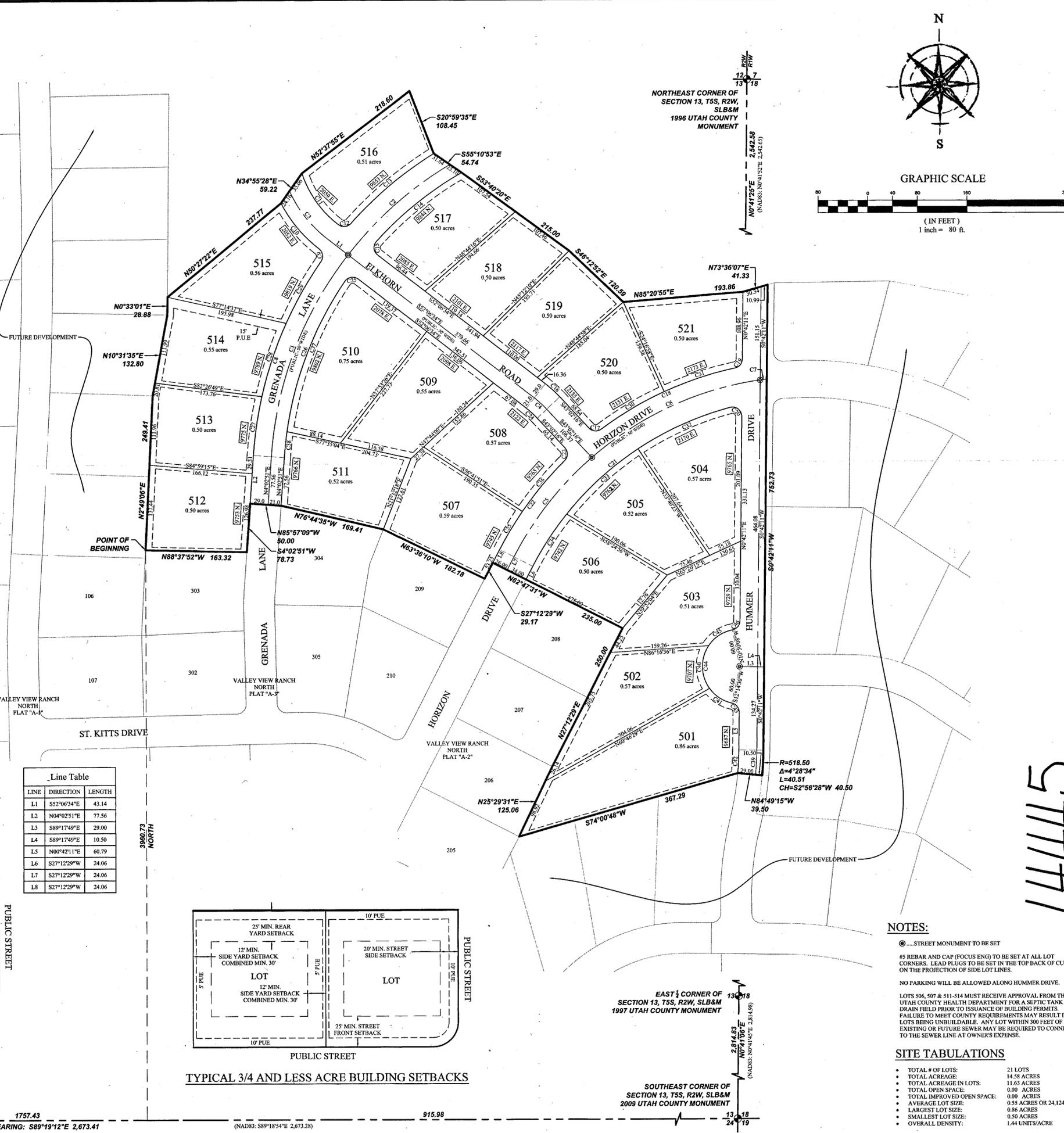
Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	600.00	33°50'25"	354.37	S20°58'03"W
C2	600.00	21°06'05"	220.97	S48°26'18"W
C3	200.00	28°19'20"	98.86	S37°56'54"E
C4	171.00	9°04'18"	27.07	N47°34'25"W
C5	534.00	22°00'46"	205.16	S18°12'52"W
C6	534.00	32°30'23"	302.96	S65°28'27"W
C7	534.00	1°08'20"	10.61	S82°17'49"W
C8	629.00	30°38'09"	336.32	S19°21'55"W
C9	15.00	86°49'47"	22.73	N08°43'53"W
C10	221.00	25°06'17"	96.83	S39°33'38"E
C11	171.00	34°40'24"	103.48	S35°00'36"E
C12	15.00	85°50'51"	22.47	N84°43'46"E
C13	629.00	16°00'11"	175.68	S49°48'26"W
C14	579.00	17°33'47"	177.48	S51°08'37"W
C15	15.00	94°28'17"	24.73	S04°52'26"E
C16	200.00	9°04'18"	31.67	N47°34'25"W
C17	15.00	83°30'16"	21.86	S84°47'25"E
C18	560.00	24°27'13"	239.01	S65°41'03"W
C19	15.00	77°12'29"	20.21	N39°18'25"E
C20	15.00	105°13'06"	27.55	N51°54'22"W
C21	500.00	48°16'36"	421.29	S51°20'47"W
C22	560.00	18°15'50"	178.51	S36°20'24"W
C23	15.00	88°30'35"	23.17	N01°13'01"E
C24	150.00	9°04'18"	23.75	N47°34'25"W
C25	15.00	93°39'46"	24.52	S81°03'33"W
C26	579.00	30°10'49"	304.99	S19°08'16"W
C27	629.00	8°43'51"	95.85	N08°24'46"E
C28	629.00	11°24'18"	125.21	N18°28'51"E
C29	629.00	10°30'00"	115.27	N29°26'00"E
C30	560.00	12°06'13"	118.30	N59°30'33"E
C31	560.00	12°21'00"	120.71	N71°44'10"E
C32	500.00	18°45'23"	163.68	S66°06'23"W
C33	500.00	17°55'44"	156.46	S47°45'50"W
C34	500.00	11°35'28"	101.15	S33°00'13"W
C35	560.00	7°20'56"	71.83	N30°52'57"E
C36	560.00	10°54'54"	106.68	N40°00'52"E
C37	579.00	26°00'54"	262.89	S21°13'13"W
C38	579.00	4°09'55"	42.09	S06°07'48"W
C39	508.00	4°28'34"	39.69	N02°50'28"E
C40	60.00	69°34'37"	72.86	N00°55'50"W
C41	60.00	42°02'22"	44.02	N56°44'20"W
C42	479.00	4°28'34"	37.42	N02°50'28"E
C43	15.00	78°27'41"	20.54	N38°31'40"W
C44	60.00	156°55'22"	164.33	S00°42'11"W
C45	60.00	45°18'24"	47.44	N56°30'40"E
C46	15.00	78°27'41"	20.54	N39°50'01"E



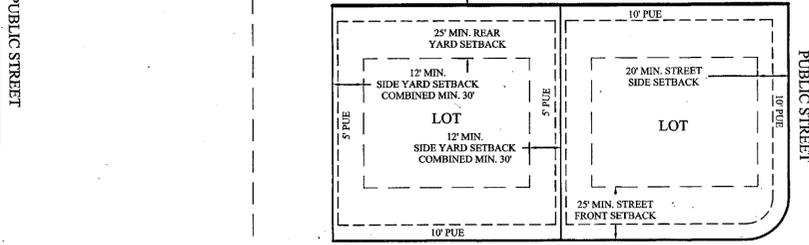
TYPICAL LARGER THAN 3/4 ACRE BUILDING SETBACKS

SOUTH 1/4 CORNER OF SECTION 13, T5S, R2W, SLB&M 2005 UTAH COUNTY MONUMENT

13 1757.43 BASIS OF BEARING: S89°19'12"E 2,673.41



Line Table		
LINE	DIRECTION	LENGTH
L1	S52°06'34"E	43.14
L2	N04°02'51"E	77.56
L3	S89°17'49"E	29.00
L4	S89°17'49"E	10.50
L5	N00°42'11"E	60.79
L6	S27°12'29"W	24.06
L7	S27°12'29"W	24.06
L8	S27°12'29"W	24.06



TYPICAL 3/4 AND LESS ACRE BUILDING SETBACKS

EAST 1/4 CORNER OF SECTION 13, T5S, R2W, SLB&M 1997 UTAH COUNTY MONUMENT

13 915.98 SOUTH EAST CORNER OF SECTION 13, T5S, R2W, SLB&M 2009 UTAH COUNTY MONUMENT

NORTHEAST CORNER OF SECTION 13, T5S, R2W, SLB&M 1996 UTAH COUNTY MONUMENT

EAST 1/4 CORNER OF SECTION 13, T5S, R2W, SLB&M 1997 UTAH COUNTY MONUMENT

SOUTH EAST CORNER OF SECTION 13, T5S, R2W, SLB&M 2009 UTAH COUNTY MONUMENT



GRAPHIC SCALE

(IN FEET) 1 inch = 80 ft.

NOTES:

- STREET MONUMENT TO BE SET
- REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
- NO PARKING WILL BE ALLOWED ALONG HUMMER DRIVE.
- LOTS 506, 507 & 511-514 MUST RECEIVE APPROVAL FROM THE UTAH COUNTY HEALTH DEPARTMENT FOR A SEPTIC TANK AND DRAIN FIELD PRIOR TO ISSUANCE OF BUILDING PERMITS. FAILURE TO MEET COUNTY REQUIREMENTS MAY RESULT IN LOTS BEING UNBUILDABLE. ANY LOT WITHIN 300 FEET OF AN EXISTING OR FUTURE SEWER MAY BE REQUIRED TO CONNECT TO THE SEWER LINE AT OWNERS EXPENSE.

SITE TABULATIONS

- TOTAL # OF LOTS: 21 LOTS
- TOTAL ACREAGE: 14.58 ACRES
- TOTAL OPEN SPACE: 0.00 ACRES
- TOTAL IMPROVED OPEN SPACE: 0.55 ACRES OR 24,124 SQFT.
- AVERAGE LOT SIZE: 0.86 ACRES
- LARGEST LOT SIZE: 0.86 ACRES
- SMALLEST LOT SIZE: 0.50 ACRES
- OVERALL DENSITY: 1.44 UNITS/ACRE

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 88, 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, and Section 18, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:
 Beginning at a rebar & cap (found) at the northwest corner of Lot 303, Plat A-3, VALLEY VIEW RANCH NORTH 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 1,757.43 feet and North 3,960.73 feet from the South 1/4 Corner of Section 13, T5S, R2W, S.L.B.& M.; thence N10°31'35"E 132.80 feet; thence N89°33'01"E 28.88 feet; thence N50°27'22"E 237.77 feet; thence N34°53'28"E 59.22 feet; thence S27°55'E 218.60 feet; thence S20°59'35"E 108.45 feet; thence S55°10'53"E 54.74 feet; thence S53°40'20"E 215.00 feet; thence S46°12'52"E 120.59 feet; thence N85°20'55"E 193.86 feet; thence N73°36'07"E 41.33 feet to a point located S0°41'25"W along the Section line 960.27 feet and East 36.10 feet from the Northeast Corner of said Section 13; thence S0°42'11"W 752.73 feet; thence along the arc of a 518.50 foot radius curve to the right 40.51 feet through a central angle of 4°28'34" (chord: S2°56'28"W 40.50 feet); thence N84°49'15"W 39.50 feet; thence S74°00'48"W 367.29 feet to a rebar & cap (found) at the southeast corner of Lot 206, VALLEY VIEW RANCH NORTH, Plat A-2, as constructed, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Plat the following 4 (four) courses and distances: N76°44'35"W 169.41 feet; thence N85°7'09"W 50.00 feet; thence S4°02'51"W 78.73 feet; thence N88°37'52"W 163.32 feet the point of beginning.

Contains: 14.58 +/- acres

Dennis P. Carlisle
 PROFESSIONAL LAND SURVEYOR
 SEPT. 8, 2014

OWNER'S 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 HERETO SET OUR HANDS THIS 7th DAY OF Sept A.D. 2014.
Michael C. Bingham
 Michael C. Bingham, manager

LIMITED LIABILITY ACKNOWLEDGMENT
 STATE OF UTAH S.S. COUNTY OF UTAH
 ON THE 7th DAY OF Sept A.D. 2014 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, *Michael C. Bingham*, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE *Manager* OF EDGE LAND INVESTORS, A UTAH L.L.C. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 4-19-2015
Kami Robertson
 A NOTARY PUBLIC COMMISSIONED IN UTAH
 Kami Robertson
 PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY
 THE *City Council* OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL ROADS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 7 DAY OF *October*, A.D. 2014.

APPROVED: *Michael C. Bingham* ATTEST: *Kami Robertson*
 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 23 DAY OF *September*, A.D. 2014.
Christopher T. Trumbly
 CITY ENGINEER

CITY ATTORNEY APPROVAL
 APPROVED THIS 7 DAY OF *October*, A.D. 2014, BY THE CITY ATTORNEY
Michael C. Bingham
 CITY ATTORNEY

**PLAT "A" PHASE 5
 VALLEY VIEW RANCH
 SUBDIVISION**
 EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR'S SEAL: DENNIS P. CARLISLE, No. 172675, STATE OF UTAH
 NOTARY PUBLIC SEAL: Kami Robertson, No. 218193, UTAH COUNTY RECORDER
 CITY-COUNTY ENGINEER SEAL: Christopher T. Trumbly, No. 218193, UTAH COUNTY ENGINEER
 COUNTY RECORDER SEAL: Eagle Mountain City, No. 04-19-2015

Valley View Ranch Phase 5 - Reimbursement Totals

Eagle Mountain, Utah

Master Plan Quantities					Valley View Ranch Phase 5 only Quantities					Reimbursement Total
Item	Unit	Est. Quantity	Unit Price	Cost	Item	Unit	Est. Quantity	Unit Price	Cost	
Onsite Utilities					Onsite Utilities					
12" PVC C900 Water Line	lf	1,145	\$ 40.00	\$ 45,800.00	8" PVC C900 Water Line	lf	933	\$ 35.00	\$ 32,655.00	\$ 13,145
Water Trench Import @ Lots 514/515	ton	331	\$ 11.00	\$ 3,637.92	Not needed at this location	ton		\$ -	\$ -	\$ 3,638
12" Butterfly Valve	ea	7	\$ 2,000.00	\$ 14,000.00	8" Culinary Gate Valve	ea	5	\$ 1,300.00	\$ 6,500.00	\$ 7,500
8" Gate Valve @ Lots 514/515	ea	1	\$ 1,300.00	\$ 1,300.00	Not needed at this location	ea		\$ -	\$ -	\$ 1,300
Connect To Existing 12" from Ph. 4	ea	1	\$ 1,300.00	\$ 1,300.00	Not needed at this location	ea		\$ -	\$ -	\$ 1,300
12"x8" Tee	ea	2	\$ 950.00	\$ 1,900.00	8"x8" Tee	ea	1	\$ 725.00	\$ 725.00	\$ 1,175
12"x8" Cross	ea	1	\$ 1,400.00	\$ 1,400.00	8"x 8" Cross	ea	1	\$ 1,000.00	\$ 1,000.00	\$ 400
8" Sewer Line (Deep)	lf	3,800	\$ 35.00	\$ 133,000.00	8" Sewer Line (Regular)	lf	3,800	\$ 30.00	\$ 114,000.00	\$ 19,000
Sewer Trench Import	ton	15,200	\$ 11.00	\$ 167,200.00	Sewer Trench Import	ton	13,585	\$ 11.00	\$ 149,435.00	\$ 17,765
48" SSMH (Deep)	ea	12	\$ 2,900.00	\$ 34,800.00	48" SSMH (Regular)	ea	12	\$ 2,800.00	\$ 33,600.00	\$ 1,200
60" SSMH (Deep)	ea	5	\$ 3,750.00	\$ 18,750.00	60" SSMH (Regular)	ea	5	\$ 3,000.00	\$ 15,000.00	\$ 3,750
TOTAL REIMBURSEMENT				\$ 423,087.92					\$ 352,915.00	\$ 70,173

Valley View Ranch Phase 4 - Reimbursement Totals

Eagle Mountain, Utah

Master Plan Quantities					Valley View Ranch Phase 4 only Quantities					Reimbursement Total
Item	Unit	Est. Quantity	Unit Price	Cost	Item	Unit	Est. Quantity	Unit Price	Cost	
Culinary Water Line					Onsite Utilities					
12" PVC C900 Water Line	lf	970	\$ 28.93	\$ 28,062.10	8" PVC C900 Water Line	lf	766	\$ 19.25	\$ 14,745.50	\$ 13,317
12" Butterfly Valve	ea	5	\$ 1,747.76	\$ 8,738.80	8" Culinary Gate Valve	ea	3	\$ 1,275.00	\$ 3,825.00	\$ 4,914
8" Gate Valve @ Lots 407/408	ea	1	\$ 1,275.00	\$ 1,275.00	Not needed at this location	ea		\$ -	\$ -	\$ 1,275
12"x8" Reducers @ Lots 407/408 (not billed)					Not needed at this location (not billed)					\$ -
12" Bend	ea	1	\$ 467.37	\$ 467.37	8" Culinary Bend	ea	1	\$ 369.88	\$ 369.88	\$ 97
Connect To Existing 12" Country Drive w/ 12" Butterfly Valve	ea	1	\$ 1,747.76	\$ 1,747.76	Connect to Existing 8" Country Drive w/ 8" Gate Valve	ea	1	\$ 1,275.00	\$ 1,275.00	\$ 473
12" Tee @ Lots 407/408	ea	1	\$ 1,247.66	\$ 1,247.66	Not needed at this location	ea		\$ -	\$ -	\$ 1,248
TOTAL REIMBURSEMENT				\$ 41,538.69					\$ 20,215.38	\$ 21,323