

**ORDINANCE NO. O-       -2016**

**AN ORDINANCE OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH  
AMENDING CHAPTER 2.45 OF THE EAGLE MOUNTAIN  
MUNICIPAL CODE FOR YOUTH CONCIL**

WHEREAS, the Eagle Mountain City Council (the “Council”) met in regular meeting on April 19, 2016, to consider, among other things, amending a section of the Eagle Mountain Municipal Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required public hearings have been held and all legal requirements have been met to amend the sections of the Municipal Code which are attached to this Ordinance as Exhibit A.
2. Chapter 2.45, Youth Council is hereby amended as set forth more specifically on Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19<sup>th</sup> day of April, 2016.

EAGLE MOUNTAIN CITY, UTAH

---

Chris Pengra, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City on this 19<sup>th</sup> day of April, 2016.

Those voting aye:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Those voting nay:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

---

Fionnuala B. Kofoed, MMC  
City Recorder

# EXHIBIT A

#### **2.45.010 Committee of advisors – Created.**

A youth council committee of advisors comprised of adults residing in Eagle Mountain City is hereby created to organize, administer and supervise the activities of the Eagle Mountain City youth council provided for more specifically in this chapter. [Ord. O-04-2012 § 1; Ord. O-20-2008 § 1; Ord. O-03-2008 § 1; Ord. O-23-2006 § 1; Ord. O-14-2004 § 1; Ord. O-04-2002 § 1].

#### **2.45.020 Committee of advisors – Membership.**

The youth council committee of advisors shall be comprised of ~~two~~ **three** or more persons who shall be appointed by the mayor with the advice and consent of the city council. The mayor shall also appoint one member of the committee of advisors as chair of the committee for a term not to exceed one year. [Ord. O-04-2012 § 2; Ord. O-20-2008 § 2; Ord. O-03-2008 § 2; Ord. O-23-2006 § 2; Ord. O-14-2004 § 2; Ord. O-04-2002 § 2].

#### **2.45.030 Committee of advisors – Duties.**

The youth council committee of advisors (the "YCCA") shall meet as often as necessary and shall organize, administer, supervise and advise the youth participating in the Eagle Mountain City youth council. [Ord. O-04-2012 § 3; Ord. O-20-2008 § 3; Ord. O-03-2008 § 3; Ord. O-23-2006 § 3; Ord. O-14-2004 § 3; Ord. O-04-2002 § 3].

#### **2.45.040 Youth council – Created.**

The youth council of Eagle Mountain City is hereby created and shall be operated and governed as set forth more specifically in EMMC 2.45.050. [Ord. O-04-2012 § 4; Ord. O-20-2008 § 4; Ord. O-03-2008 § 4; Ord. O-23-2006 § 4; Ord. O-14-2004 § 4; Ord. O-04-2002 § 4].

#### **2.45.050 Youth council – Purpose – Responsibilities – Organization.**

The Eagle Mountain City youth council is created for the following purposes:

- A. To provide an opportunity for the youth of the Cedar Valley area to acquire a greater knowledge of and appreciation for our representative form of government through active participation in the system.
- B. To help the mayor and city council to solve the problems and accomplish the goals of this community by working directly with the representatives of the youth.
- C. To serve the youth of the Cedar Valley area by:
  1. Informing the Eagle Mountain municipal government of the needs and wishes of the youth.
  2. Planning and implementing social, educational, cultural and recreational activities for the youth.
  3. ~~Working with the mayor, city council, city department heads, schools, chamber of commerce, civic clubs and service organizations to provide service and leadership opportunities for the youth through ideas and accomplishments. Develop positive self worth and esteem. Help teach awareness and respect for the rights and property of themselves and others. To promote community pride and to eliminate potential negative influences among our future community leaders.~~
- D. The youth city council of Eagle Mountain City shall consist of a youth mayor, and five youth city council (YCC) members who are elected by the youth of the Cedar Valley community at a youth general election or appointed by the Eagle Mountain City government. Additional youth may be appointed to serve as department heads and committee chairs or committee members.
- E. Duties and Responsibilities of the Youth City Council.
  1. To meet as scheduled by the youth council to conduct business.
  2. To develop and adopt, by majority vote, a youth city council charter.
  3. To modify this charter as needed by a majority vote.
  4. To present to the mayor and city council this charter and all amendments.

5. To select one of its members to act as temporary youth council mayor (mayor pro tem) when the youth mayor is absent.
6. To pass motions and resolutions as necessary by a majority vote. A majority vote is one vote more than one half the voting members who are present.
7. To carry out the purposes of the youth city council as outlined in this charter.
8. To plan activities for the youth of the community, coordinating all such activities with the mayor and the youth city council advisory committee.

F. Limitations of the Youth City Council Authority.

1. The youth city council must have a quorum in order to conduct business. A quorum is one more than half of the council members.
2. The charter and all amendments to the charter are to be approved by the mayor and city council.
3. The agendas of all youth city council meetings are to be posted publicly at least two days in advance of each meeting.
4. The mayor and youth city council advisor will coordinate all activities.

G. Responsibility and Authority of the Youth City Council Mayor.

1. To plan and conduct all youth city council meetings.
2. To carry out the decisions of the youth city council.
3. To meet periodically with the mayor of Eagle Mountain City to provide for proper planning and coordination between the city council and the youth city council.
4. To propose to the youth city council plans and projects designed to assist in the fulfillment of the purposes of the youth city council.
5. To vote only in a tie.
6. To assign each youth city council member areas of responsibility.

H. Responsibility and Authority of the Youth Council.

1. To accept assignments from the youth council mayor and the member of Eagle Mountain city council position they are to represent.
2. To meet with and learn the responsibilities of the Eagle Mountain City council member for the position represented on the youth council.
3. To advocate the interests and views of the youth and youth council of Eagle Mountain as they pertain to the actions and responsibilities of the Eagle Mountain City council member for the position they represent.
4. Fulfill assignments and/or initiate projects designed for the benefit of the youth of Eagle Mountain and the citizens in general as pertains to their youth council responsibilities and as approved by the mayor and city council.

I. Committees. The youth city council shall create the following permanent committees to assist the council in carrying out their plans, goals and projects. Each committee shall be advised by a member of the youth city council. The members of the committees are to be appointed by the youth city council with the approval of the mayor and city council. Committee membership shall be for a one-year period. Committee members must be at least seventh grade and not yet a graduate of high school. The committees shall be named as follows:

- ~~1. Committee on public safety and courts;~~
- ~~2. Committee on public works and engineering;~~
3. Committee on parks and recreation, ~~planning and zoning;~~
4. Committee on community beautification, youth involvement and the environment;
5. Committee on community events and publicity and the chamber of commerce.

J. Youth City Recorder. A youth city recorder shall be appointed by the youth city council mayor with the approval of the youth city council. The responsibility and authority of the youth city recorder shall include the following:

1. Attend all youth city council meetings and take and maintain minutes of said meetings.
2. To carry out assignments of the youth city council.

~~3. To assist maintaining the city historical scrapbook and the community progress book.~~

4. To have all youth city council records reviewed by the city recorder every ~~July-June~~ and January.

K. Requirements to Serve on the Youth City Council and in the Office of Mayor.

1. Each member must be a resident of the Cedar Valley area for at least one month.

2. Must be at least ninth grade and not yet a graduate from high school.

3. Must be at least in the eleventh grade to serve as mayor of the youth city council.

~~4. Must be a registered voter for youth elections.~~

5. Must be a resident of Eagle Mountain to serve as the mayor of the youth council.

L. Requirements to Remain on the Youth City Council.

1. Remain a resident of the Cedar Valley area.

2. Attend at least 75 percent of all youth city council meetings.

3. Fulfill the responsibilities of the office held.

4. Set a proper example for the youth of the community. A member of the youth city council can be removed from office upon violation of one or more of the above criteria and by a majority vote of the youth city council with the final approval of the mayor and city council.

M. Vacancies. A vacancy on the youth city council, caused either by removal or by resignation, shall be filled by nomination of the youth city council with final approval by the mayor and city council.

N. Procedures for the Election and Voting for Offices.

1. Voter Registration. All students attending local high school and junior high or an equivalent academic level at or above ninth grade for the following school year residing within the Cedar Valley area are deemed to be registered to vote for youth city council candidates.

2. Pre-Election Meeting. A pre-election meeting to be announced and publicized by the YCCA will be held for the purpose of reviewing the functions, goals and purpose of the youth city council. Individual youth interested in election to youth council office shall file a statement of candidacy at the pre-election meeting with the chair of the YCCA. Every student who runs for office will be listed on a single ballot. The eligible student candidate receiving the most votes at the election will serve as youth mayor. The candidates receiving the next five highest numbers of votes will serve as members of the youth city council. All remaining candidates will have an opportunity to serve either as youth department heads or committee members.

3. The Election Campaign. The election campaign shall be under the direction of the outgoing youth city council, the committee on elections and the council advisor. Youth council election campaigns shall be subject to the same campaign disclosure and finance limitation legal requirements that apply to the elections for the mayor and council of Eagle Mountain City.

4. The General Election. The general election shall occur on the second Tuesday ~~following the second Monday~~ of ~~June-May~~ each ~~election~~-year. Polling places will be open from 7:00 a.m. to 7:00 p.m. at a polling place selected by the youth council with the concurrence of the YCCA. Additional polling places in the local middle and high schools may be added.

Qualified voters may have only one ballot and may vote only one time. Votes will be counted immediately following the close of the polls and the results will be announced by the mayor or designated representative that same evening at the city hall. All ballots shall be on nonpartisan ballots since all candidates run on individual merits instead of by party affiliation. All names listed on the ballot shall be listed in alphabetical order of their surnames. Any request for a recount shall be made in writing to the city recorder within 48 hours of the election. In the event of a tie vote during an election, the winner will be determined by a "toss of a coin" to be conducted by the city recorder.

4

5. Youth Council and Mayor terms are for 1 year from July 1<sup>st</sup> through the following June 30<sup>th</sup> following the election. [Ord. O-04-2012 § 5; Ord. O-20-2008 § 5; Ord. O-03-2008 § 5; Ord. O-23-2006 § 5; Ord. O-14-2004 § 5; Ord. O-04-2002 § 5].

**ORDINANCE NO. O-       -2016**

**AN ORDINANCE OF THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, UTAH  
AMENDING CHAPTER 7.05.030 OF THE EAGLE MOUNTAIN  
MUNICIPAL CODE FOR DEFINITIONS**

WHEREAS, the Eagle Mountain City Council (the “Council”) met in regular meeting on April 19, 2016, to consider, among other things, amending a section of the Eagle Mountain Municipal Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required public hearings have been held and all legal requirements have been met to amend the section of the Municipal Code which IS attached to this Ordinance as Exhibit A.
2. Chapter 7.050.30 is hereby amended as set forth more specifically on Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19<sup>th</sup> day of April, 2016.

EAGLE MOUNTAIN CITY, UTAH

---

Chris Pengra, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City on this 19<sup>th</sup> day of April, 2016.

Those voting aye:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Those voting nay:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

---

Fionnuala B. Kofoed, MMC  
City Recorder

# EXHIBIT A

### **7.05.030 Definitions.**

Specific terms used in this chapter are defined as follows:

“City” means Eagle Mountain City, a municipal corporation of the state of Utah.

“Park” means a land parcel in the ownership or under the control of the city for the use of the general public, whether landscaped or otherwise improved. Parks include special recreation facilities such as the Silver Lake Amphitheater, skate park or bike park, field facilities for sports, group entertainment or other areas improved with informal play equipment or for individual recreation, water-based recreation or as trails. A park may consist solely of a single-purpose facility such as the Silver Lake Amphitheater, skate park or bike park.

“Recreation” means leisure activity for the purpose of relaxation, entertainment or physical or mental exercise.

“Recreational facilities” means all parks, open space and other specifically planned single-purpose facilities and areas and trails under the ownership or supervision of the city intended for recreation.

“Special events” means group-sponsored activities requiring approval of an application for reservation of specific park areas, trails, roadways or single-purpose facilities.

#### “Smoking” means

(a) the possession of any lighted or heated tobacco product in any form;

(b) inhaling, exhaling, burning, or heating a substance containing tobacco or nicotine intended for inhalation through a cigar, e-cigarette, cigarette, pipe, or hookah; or

(c) using an oral smoking device intended to circumvent the prohibition of smoking in this chapter.

“Supervisory authority” means the city administrator or designee of Eagle Mountain City.

“Trail” means a developed path for walking, running or bicycling. [Ord. O-17-2011 § 2 (Exh. A § 7.1.3)].



# MASTER DEVELOPMENT AGREEMENT

## Proposal

While Evans Ranch North was included in the Evans Ranch MDP, it was never included in a Master Development Agreement (MDA). As a result, the applicant is proposing a new Master Development Agreement; significant items are highlighted below.

- **Property Zoning.** The proposed MDA zones the northernmost portion of the property consisting of approximately **7.17** acres as **Commercial**, subject to current zoning ordinances. The proposed commercial is kiddy corner from the Porter’s Crossing Town Center Development (Ridley’s, ACE, Etc), and staff feels this is an appropriate location for commercial. There are no current plans to develop the commercial pod. The remaining **27.11** acres are proposed as **Residential**. All residential is proposed as single family detached homes.
- **Density.** The applicant is proposing that the residential property be Tier II residential vested with a maximum density of 5.2 units per acre, vesting the project with a maximum of 130 single family residential units.
- **Special Elements.** The project will incorporate trees and enlarged park strips (six feet (6’) minimum width).
- **Fencing.** Six foot (6’) decorative masonry fencing shall separate the residential development from the commercial development. Decorative fencing shall be installed around all open spaces, unbuildable lands, and parks.
- **Parks & Open Space “Buy Down”.** The applicant is proposing an open space “buy down” according to the following open space summary:
  - Required Improved Open Space: 130 units x 1,000 SF/unit = **2.98 Acres**
  - Provided Improved Open Space: **.99 Acres**
  - Proposed Open Space “buy down”: **1.99 Acres**
  - Required Amenity Points: **298**
  - Additional Amenity Points to utilize “buy down”: 1.99 x 150 = **298.50**
  - Total Required Amenity Points: 298 + 298.50 = **596.50**
  - Provided Amenity Points: **344**
  - Fee in lieu: 596.50 – 344 = 252.5 \* \$500 = **\$126,250**
- Chapter 16.35.105 allows an applicant to “buy down” improved open space requirements. The applicant is proposing to utilize the “buy down” option to buy down **1.99** acres of required improved open space. Each reduced acre requires **150** amenity points rather than the standard **100** per acre, at \$500 per amenity point. The applicant is providing **344** amenity points through the improvement of the Neighborhood Park, trails, and offsite sidewalk/trail improvements, leaving the applicant responsible for another **252.5** amenity points.
- Neighborhood Park shall be maintained by the HOA.
  - Applicant is proposing to pay a fee in lieu for the additional **252.5** amenity points in the amount of \$500.00 per point for a total of **\$126,250** to be used in the City-Owned park directly to the south of the project.
  - It should be noted that the project is also contributing \$2,000 per buildable acre with each recorded plat that will be used towards further parks and open space in excess of the required open space improvements. This money (**\$50,360**) is also being proposed to go towards improvements to the City owned space directly to the southwest of this project, as well as improvement of the off-site park strip along Porter’s Crossing Parkway.

**This proposal is in accordance with Eagle Mountain Municipal Code (EMMC).**

**Chapter 16.35.105: Park and Improved Open Space Requirements paragraph 2:**

*“Developers are encouraged, whenever possible, to consolidate improved open space into larger parks that may be used by more than one neighborhood, or improve existing nearby parks...”*

**Chapter 16.35.105 Table 16.35.130(b) note states:**

*“Applicant may propose a “buy down” of open space acreage by including additional amenities at a ratio of 150 points per acre, to be approved at the discretion of the planning commission and the City Council”*

Staff feels that not only is the proposal in line with code, but that it is appropriate and desirable as the applicant is providing the required 298 required Amenity points within .99 acres of improved open space, while also providing an additional 298.50 amenity points above and beyond the 298 to be spent on amenities within the City owned park to the south of the project. The city owned park will serve multiple subdivisions, including Oak Hollow, Evans Ranch, and Porter’s Crossing. The proposed trail connection across the wash will also connect multiple neighborhoods to the park. A park design/plan is being drafted for the city park and wash area, and will be presented to the City Council at a future date.

- **Fee in lieu.** The fee in lieu will be paid as a proportionate share per lot at the time of final plat recording. The amount due per lot will be the total fee divided by the number of dwelling units within the Project as shown on the approved final plat.
- **Park Improvements.** The Developer shall fully complete the park improvements prior to recording the first plat, or a separate cash deposit or cash escrow must be put in place with the City with each plat to cover 150 percent of the pro rata anticipated cost of park improvements.
- **Setbacks.** The developer agrees to comply with all Tier II setbacks, including on the three lots with reduced lot frontage.
- **Trails.** The developer shall construct an 8’ wide asphalt trail through the park, and a 10’ wide asphalt trail where the trail is adjacent to the off-site sewer improvement connecting across the wash to the Evans Ranch Subdivision to the south.
- **Dedication of Right-of-Way.** As part of the development, Porter’s Crossing Parkway will need to be widened with additional asphalt, and a right hand turn lane will be required. The Owner shall also dedicate to the City, in conjunction with the recording of the Commercial Property Plat additional right-of-way along Pony Express Parkway for future road expansion.

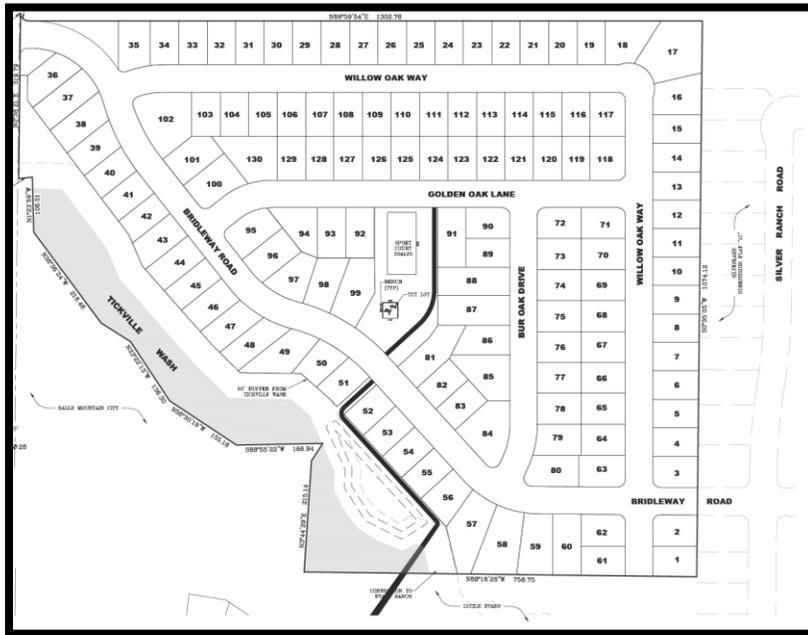
## **PRELIMINARY PLAT**

The applicant is proposing a Preliminary Plat to be reviewed and approved at the same time as the Master Development Agreement. The Preliminary Plat complies with the approved Master Development Plan, and should reflect any changes or conditions of approval applied to the Master Development Agreement. The tabulations for the proposed Preliminary Plat are shown here. 

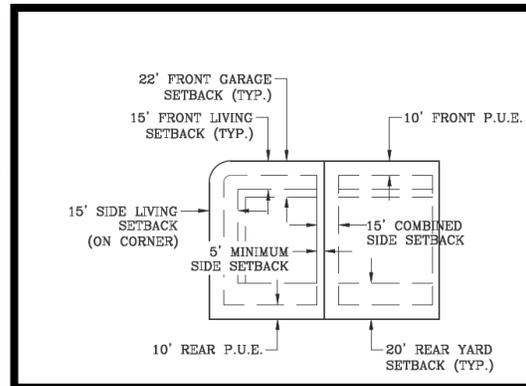
A preliminary plat review includes the layout of lots, proper street circulation, utility demands, park and recreation sites, etc.

### **TABULATIONS**

TOTAL ACREAGE:	27.11 ACRES
BUILDABLE ACREAGE:	25.18 ACRES
TOTAL ACREAGE IN LOTS:	16.20 ACRES
TOTAL OPEN SPACE:	2.93 ACRES
TOTAL IMPROVED OPEN SPACE:	1.01 ACRES
AVERAGE LOT SIZE:	5,429 SF/0.12 ACRES
LARGEST LOT SIZE:	11,797 SF/0.25 ACRES
SMALLEST LOT SIZE:	4,452 SF/0.11 ACRES
OVERALL DENSITY:	4.80 LOTS/ACRE
TOTAL # OF LOTS:	130 LOTS



**Setback** The project will comply will Tier II Setback requirements, including lots 42, 45, and 51 which are shown with lot frontages under the standard requirement of 55'. A typical setback diagram is provided here



**Planning Commission Recommendation**

On February 23<sup>rd</sup> 2016 the Planning Commission held a public hearing on the Oak Hollow Preliminary Plat. The Planning Commission recommended approval of the Preliminary Plat (5-0) with the following conditions:

1. An approved landscaping plan shall be provided.
2. The applicant must provide mitigation measures as recommended by the traffic impact study
3. The Preliminary Plat must comply with any changes to the MDP

Based upon the master development agreement, staff now recommends the following additional conditions of approval:

4. Park strips within the project shall be a minimum of six feet wide.
5. Split-rail or other approved decorative fencing shall be installed on each end of the park and between the trail and the wash, with breaks in the fencing for trail access.
6. The front and side-yard landscaping for each lot shall be completed prior to occupancy of each home within the project. Typical landscape plans shall be submitted for approval to the City Planning Department.
7. All homes shall include 75% masonry on all exterior surfaces, including rock, stucco, masonry siding, brick, or stone.
8. A six-foot masonry fence/wall shall be constructed with the corresponding plats between this plat and the commercial property to the north.
9. The Applicant shall provide upgraded street sign posts

10. *Applicant shall make required improvements to Porter's Crossing Parkway in accordance with the timing in the master development agreement.*
11. *The park fee-in-lieu of \$126,500.00 shall be paid to the City as a proportionate share per lot at the time of plat recording of each subdivision plat.*
12. *The Community Improvements fee of \$2,000.00 per buildable acre shall be paid to the City at the time of plat recording of each subdivision plat for the project, or otherwise construct sufficient community improvements.*
13. *The park improvements shall be fully completed prior to recording the first plat, or a separate cash deposit or cash escrow must be put in place with the City with each plat to cover 150 percent of the pro rata anticipated cost of park improvements.*

**Attachments**

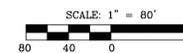
Proposed Master Development Agreement  
Oak Hollow Preliminary Plat



- A Utah Corporation -

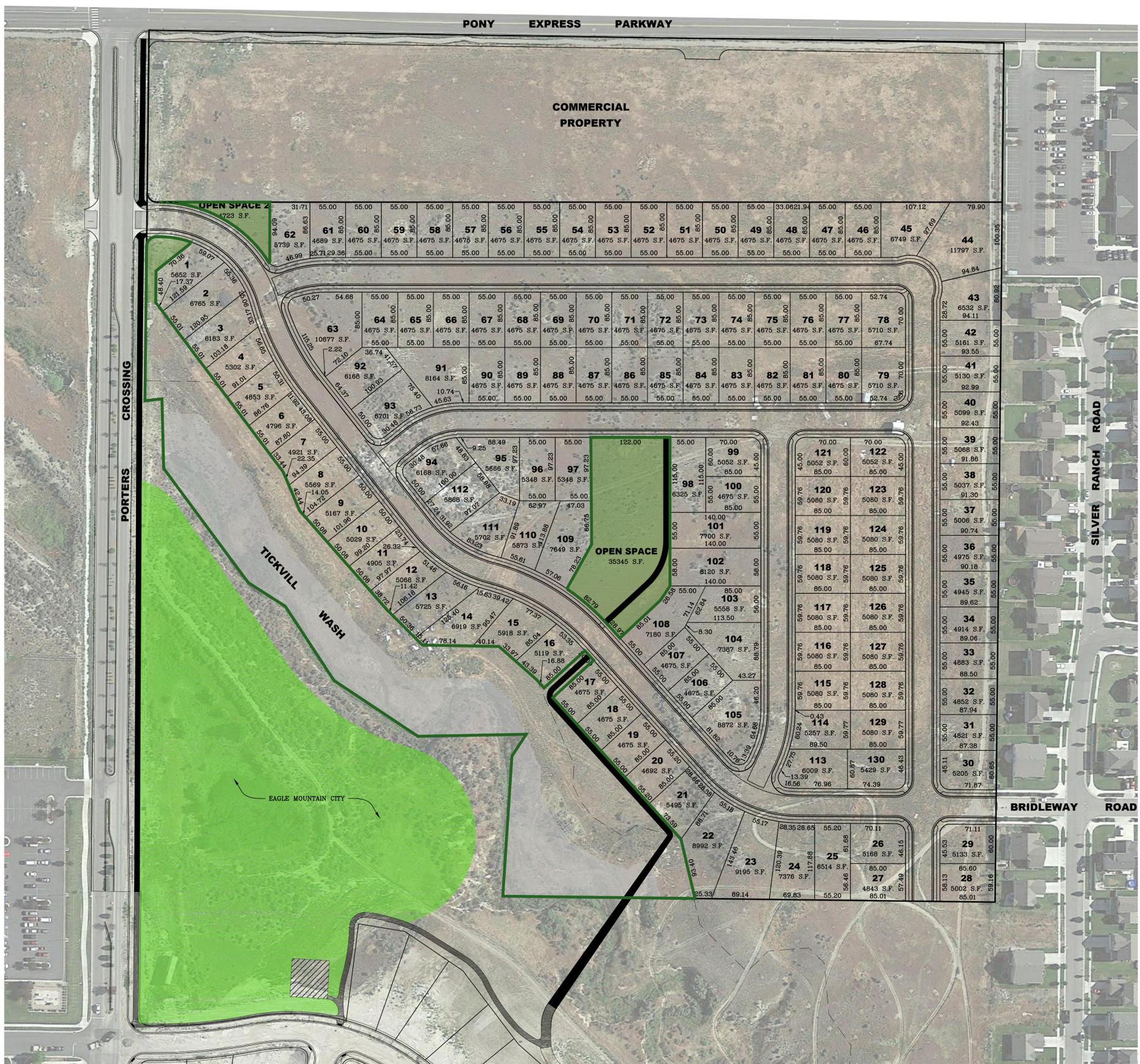
ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



SCALE: 1" = 80'

NOT FOR  
CONSTRUCTION



**TABULATIONS**

OVERALL AREA: 27.11 ACRES  
 SINGLE FAMILY UNITS: 130  
 DENSITY: 4.8 U/A  
 OPEN SPACE REQUIRED: 2.98 ACRES  
 TOTAL OPEN SPACE: 4.86 ACRES  
 IMPROVED OPEN SPACE: 0.99 ACRES  
 UNIMPROVED OPEN SPACE: 3.87 ACRES  
 OFFSITE IMPROVEMENTS VIA FEE IN LIEU:  
 SIDEWALK/TRAIL IMPROVEMENTS: 2300 LFT

OAK HOLLOW  
EAGLE MOUNTAIN, UTAH  
SINGLE FAMILY OPTION #2

REVISIONS

1	
2	
3	
4	
5	

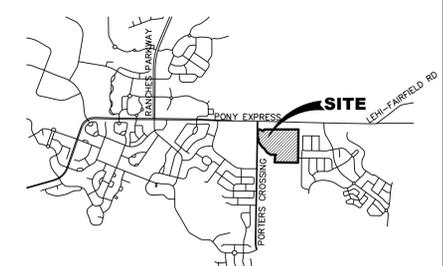
LEI PROJECT #: 2016-0001  
 DRAWN BY: MJV  
 CHECKED BY: BTG  
 SCALE: 1" = 80'  
 DATE: 3/22/2016

U:\01\_PROJECTS\2016\2016-0001\_OAK\_HOLLOW\_EA\CAD\DWG\CONCEPT\16-0001\_CONCEPT\_OPTION\_2.DWG 3/22/2016 3:51 PM

# OAK HOLLOW

## EAGLE MOUNTAIN CITY, UTAH

VICINITY MAP



**LEI**  
 - A Utah Corporation -  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**  
 3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 801.798.0555  
 Fax: 801.798.9393  
 office@lei-eng.com  
 www.lei-eng.com

TABLE OF CONTENTS

1	COVER
2	LOT LAYOUT
3	UTILITY PLAN
4	GRADING PLAN
5	SLOPE ANALYSIS
6	OFFSITE SEWER PHASING PLAN

TABULATIONS

TOTAL ACREAGE:	27.11 ACRES
BUILDABLE ACREAGE:	25.18 ACRES
TOTAL ACREAGE IN LOTS:	16.20 ACRES
TOTAL OPEN SPACE:	2.93 ACRES
TOTAL IMPROVED OPEN SPACE:	1.01 ACRES
AVERAGE LOT SIZE:	6,429 SF/0.12 ACRES
LARGEST LOT SIZE:	11,797 SF/0.25 ACRES
SMALLEST LOT SIZE:	4,452 SF/0.11 ACRES
OVERALL DENSITY:	4.80 LOTS/ACRE
TOTAL # OF LOTS:	130 LOTS

NOTES

- ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
- ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
- ALL TBC ELEVATIONS TO BE 0.12 FEET BELOW CENTERLINE GRADES UNLESS NOTED OTHERWISE.
- ALL WATER TEES TO BE FLANGED WITH WELDED VALVES.
- SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE.
- DRIVEWAY SLOPES NOT TO EXCEED 12%.
- NO DEFLECTIONS ALLOWED ON WATER LINES.
- ALL FILL WITHIN ROADWAYS TO BE ENGINEERED FILL.
- STORM DRAIN PIPE SIZING TO BE PROVIDED AT FINAL DESIGN.
- SUBDIVISION MUST MEET DARK SKY STANDARDS (PER CODE 17.56).

EAGLE MOUNTAIN CITY GENERAL NOTES

- SEWER:**
- PIPE BEDDING: 3/4" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
  - DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4' OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
  - SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
  - SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
  - LATERAL STUBS: A) STUBS MUST EXTEND 15' INTO PROPERTY AND BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
  - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
- WATER:**
- VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS).
  - VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
  - BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE, 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
  - DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
  - SERVICE & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE JOINTS AND OTHER FITTINGS.
  - SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM). HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL. ALSO 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
  - WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
  - HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
  - LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15' INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
  - TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS, DO NOT RUN UP VALVE BOXES.
  - WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
  - VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 12" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
  - WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA LUG FOLLOWERS.

- STORM DRAIN:**
- BEDDING: 3/4" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
  - ADS: ALL ADS PIPE TO BE "HP" BRAND.
  - COLLARS: COLLARS TO BE 1"X1" AROUND PIPE, 4000 PSI CONCRETE, INSPECTION IS NEEDED PRE & POST COLLAR POUR.
  - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
- ROAD SECTION:**
- PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: I.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
  - UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
  - COLLARS: ALL COLLARS TO BE 1' WIDE BY 1' DEEP WITH A 6000 PSI CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (3/4" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE 1/4" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 1/4" TO 3/8" DOWN FROM ASPHALT EDGE.

LEGEND

EXISTING	
WATER METER	⊕
WATER	EX-W
WATER VALVE	⊗
FIRE HYDRANT	⊙
SEWER	EX-SS
SEWER MANHOLE	⊕
STORM DRAIN	EX-SD
STORM DRAIN MANHOLE	⊕
STORM DRAIN CURB INLET	⊕
PI	EX-PI
PI VALVE	⊗
FENCE	X
PROPOSED	
WATER	W
WATER VALVE	⊗
FIRE HYDRANT	⊙
SEWER	SS
SEWER MANHOLE	⊕
STORM DRAIN	SD
STORM DRAIN MANHOLE	⊕
STORM DRAIN CURB INLET	⊕

DEVELOPER / OWNER

FIELDSTONE HOMES  
 12896 S. PONY EXPRESS ROAD, SUITE 400  
 DRAPER, UTAH 84020  
 (801)233-8300

ENGINEER

LEI CONSULTING ENGINEERS  
 3302 NORTH MAIN  
 SPANISH FORK, UTAH 84660  
 (801)798-0555

**PROJECT NAME**  
 OAK HOLLOW

NOT FOR CONSTRUCTION

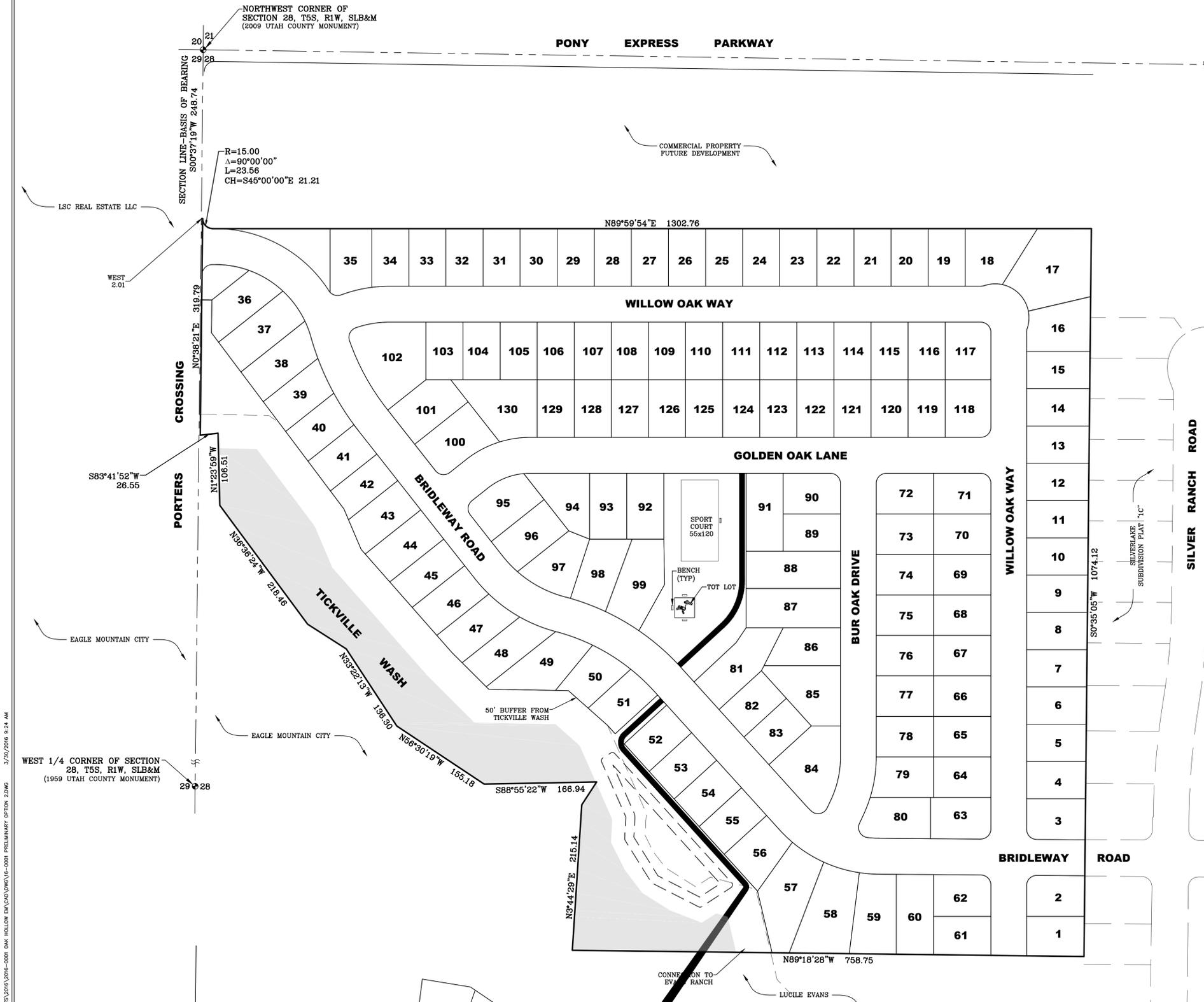
OAK HOLLOW SUBDIVISION  
 EAGLE MOUNTAIN, UTAH  
 COVER

REVISIONS

1	
2	
3	
4	
5	

LEI PROJECT #: 2016-0001  
 DRAWN BY: TJP/MJV  
 CHECKED BY: BTG  
 SCALE: 1" = 80'  
 DATE: 3/30/2016  
 SHEET

COVER



U:\V\PROJECTS\2016\2016-0001 OAK HOLLOW EACAD\DWG\16-0001 PRELIMINARY OPTION 2.DWG 3/30/2016 8:24 AM



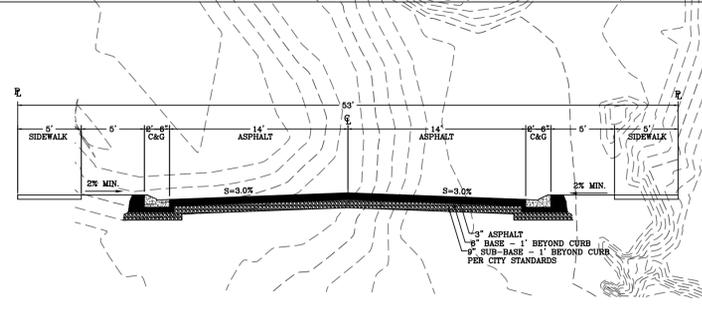
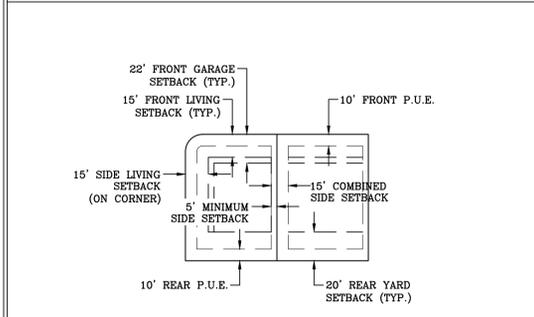
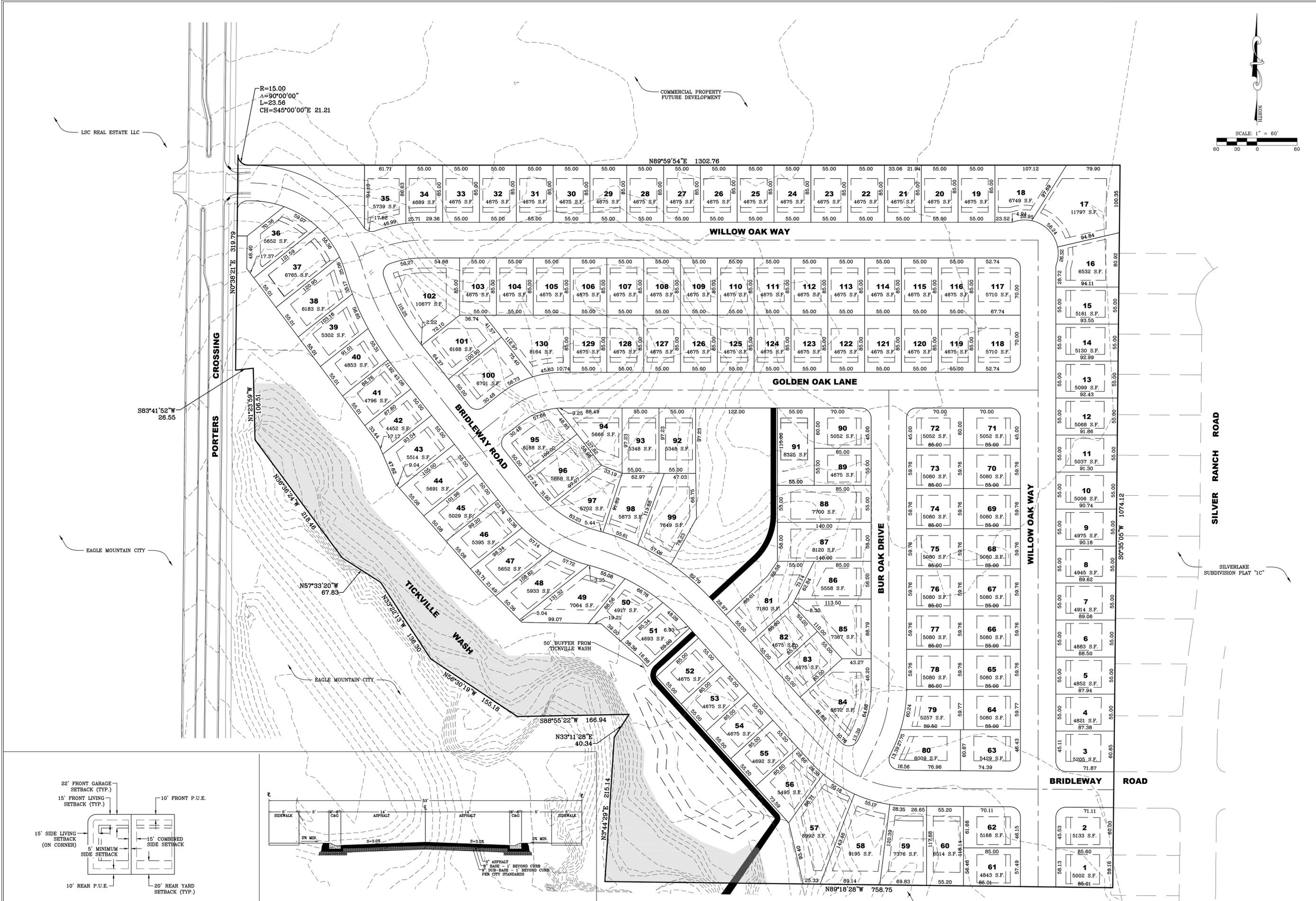
A Utah Corporation  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 801.798.0555  
 Fax: 801.798.9393  
 office@lei-eng.com  
 www.lei-eng.com



NOT FOR  
 CONSTRUCTION

**OAK HOLLOW SUBDIVISION**  
 EAGLE MOUNTAIN, UTAH  
**LOT LAYOUT**



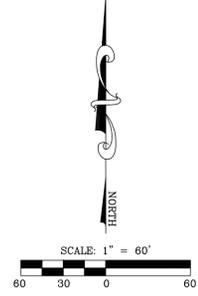
**1 TYPICAL EASEMENTS & SETBACKS**

**2 53' ROAD CROSS SECTION**

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:  
**2016-0001**  
 DRAWN BY:  
**TJP/MJV**  
 CHECKED BY:  
**BTG**  
 SCALE:  
**1" = 60'**  
 DATE:  
**3/30/2016**

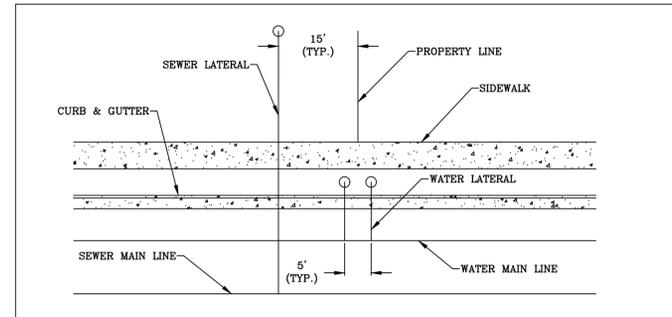
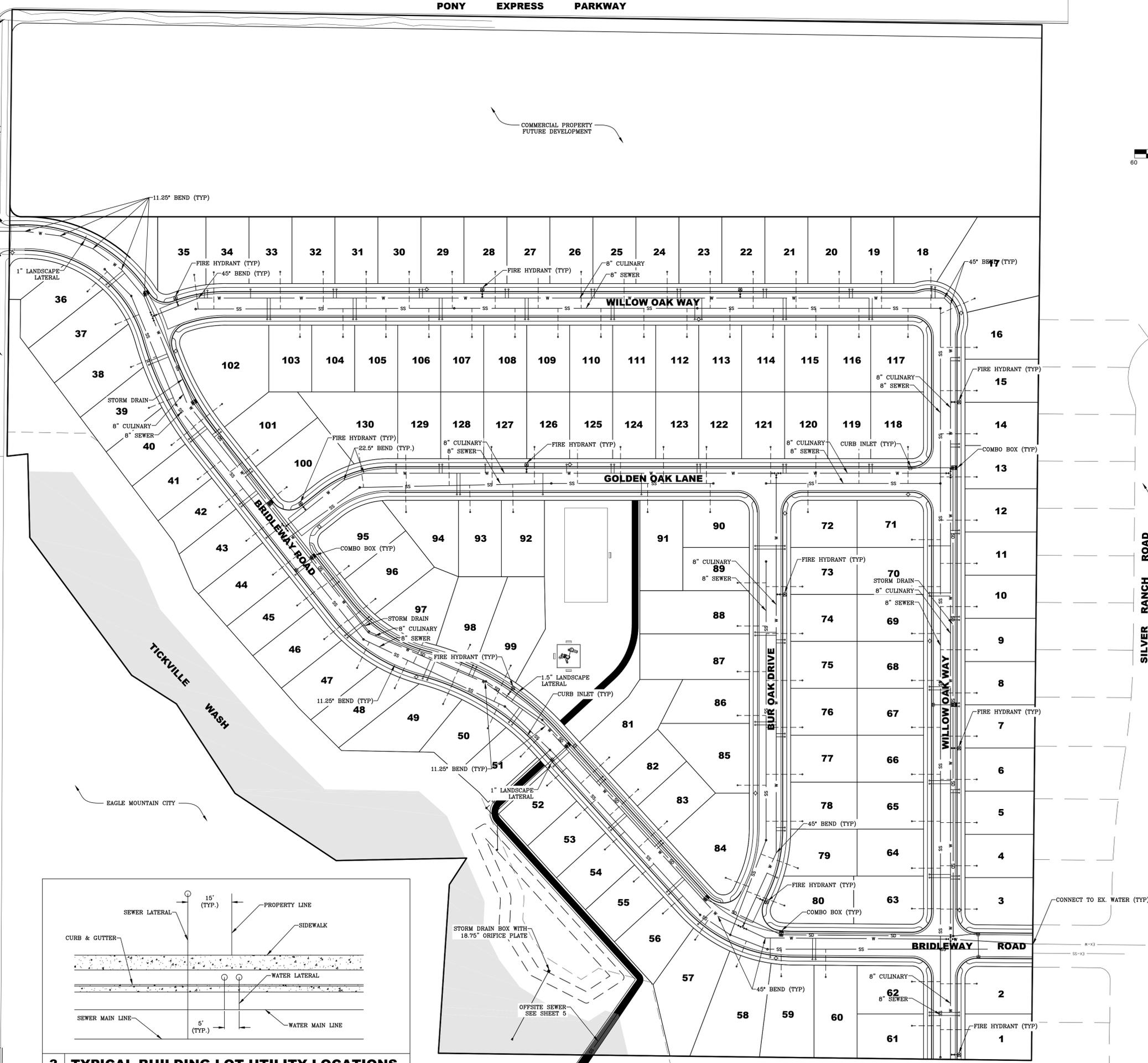
U:\V\_L\PROJECTS\2016\2016-0001 OAK HOLLOW EACAD\DWG\16-0001 PRELIMINARY OPTION 2.DWG 3/30/2016 8:24 AM



NOT FOR  
CONSTRUCTION

**OAK HOLLOW SUBDIVISION**  
 EAGLE MOUNTAIN, UTAH  
**UTILITY PLAN**

CONNECT TO EXISTING TRAIL  
 LSC REAL ESTATE LLC  
 CONNECT TO EX. WATER (TYP)  
 INSTALL SIDEWALK ON PORTERS CROSSING  
 PORTERS CROSSING  
 EAGLE MOUNTAIN CITY  
 EAGLE MOUNTAIN CITY  
 TICKVILLE WASH  
 EAGLE MOUNTAIN CITY  
 CONNECT TO EX. WATER (TYP)  
 CONNECT TO EXISTING SIDEWALK



REVISIONS	
1	
2	
3	
4	
5	

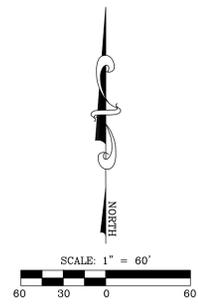
LEI PROJECT #:	2016-0001
DRAWN BY:	TJP/MJV
CHECKED BY:	BTG
SCALE:	1" = 60'
DATE:	3/30/2016
SHEET	2

U:\PROJECTS\2016\2016-0001 OAK HOLLOW EAC\DWG\16-0001 PRELIMINARY OPTION 2.DWG 3/30/2016 8:24 AM



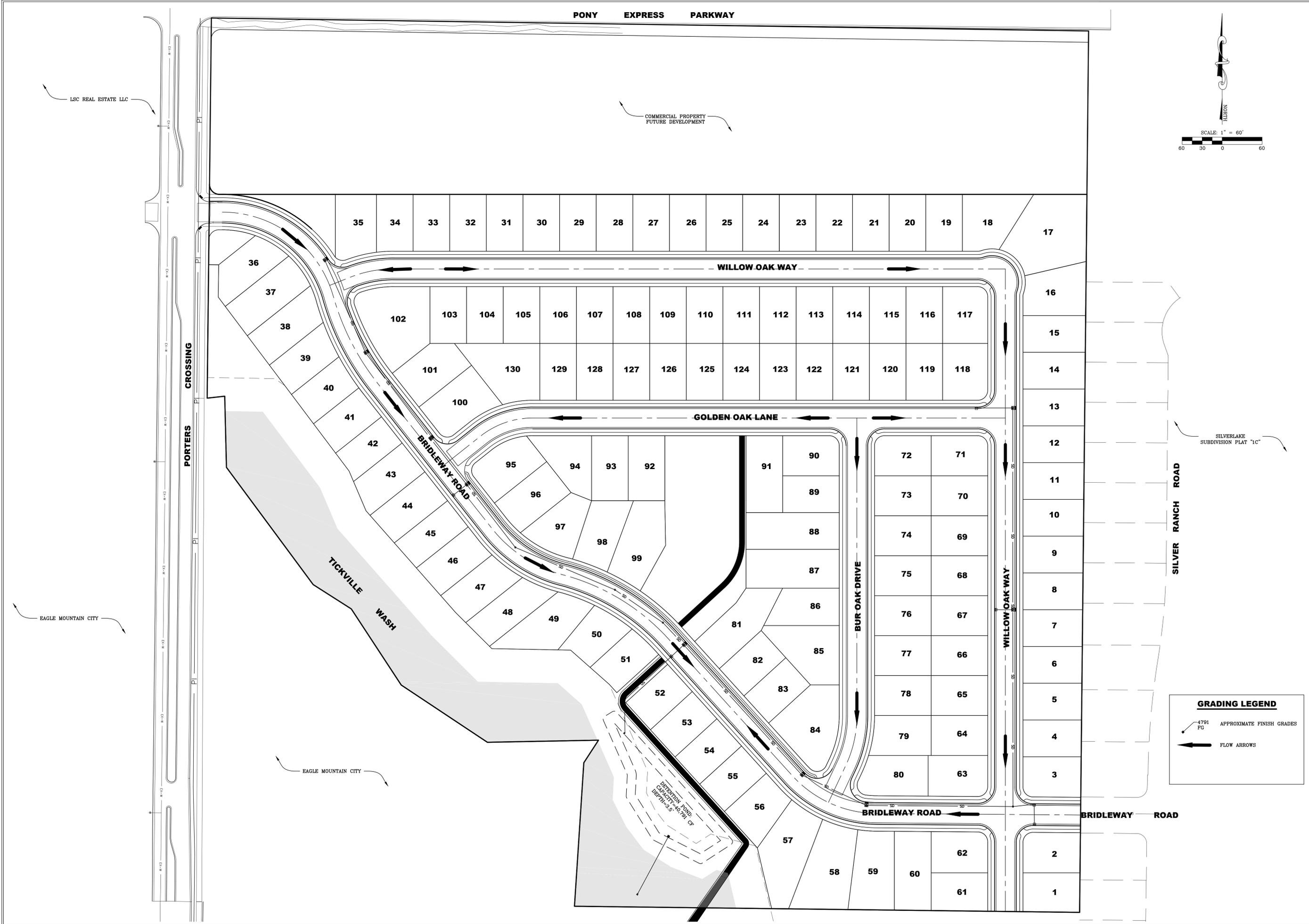
A Utah Corporation  
ENGINEERS  
SURVEYORS  
PLANNERS

3302 N. Main Street  
Spanish Fork, UT 84660  
Phone: 801.798.0555  
Fax: 801.798.9393  
office@lei-eng.com  
www.lei-eng.com



NOT FOR  
CONSTRUCTION

OAK HOLLOW SUBDIVISION  
EAGLE MOUNTAIN, UTAH  
GRADING PLAN



**GRADING LEGEND**

- 4791 PG APPROXIMATE FINISH GRADES
- FLOW ARROWS

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:  
2016-0001  
DRAWN BY:  
TJP/MJV  
CHECKED BY:  
BTG  
SCALE:  
1" = 60'  
DATE:  
3/30/2016

U:\V\LEI PROJECTS\2016\2016-0001 OAK HOLLOW EA\CAD\DWG\16-0001 PRELIMINARY OPTION 2.DWG 3/30/2016 8:24 AM

LSC REAL ESTATE LLC

COMMERCIAL PROPERTY  
FUTURE DEVELOPMENT

EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY

PORTERS CROSSING

TICKVILLE WASH

SILVERLAKE  
SUBDIVISION PLAT "1C"

SILVER RANCH ROAD

BRIDLEWAY ROAD

WILLOW OAK WAY

GOLDEN OAK LANE

BRIDLEWAY ROAD

BUR OAK DRIVE

WILLOW OAK WAY

RETENTION POND  
CAPACITY 10,791 CF  
DEPTH 3.5'



- A Utah Corporation -  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**

3302 N. Main Street  
 Spanish Fork, UT 84660  
 Phone: 801.798.0556  
 Fax: 801.798.9393  
 office@lei-eng.com  
 www.lei-eng.com

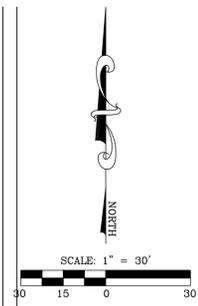
NOT FOR  
 CONSTRUCTION

**OAK HOLLOW SUBDIVISION**  
 EAGLE MOUNTAIN, UTAH  
**OFFSITE SEWER PLAN**

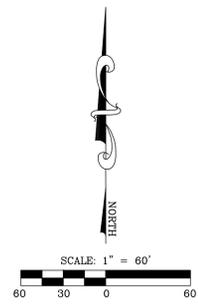
REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	

LEI PROJECT #:  
**2016-0001**  
 DRAWN BY:  
**TJP/MJV**  
 CHECKED BY:  
**BTG**  
 SCALE:  
**1" = 30'**  
 DATE:  
**3/30/2016**

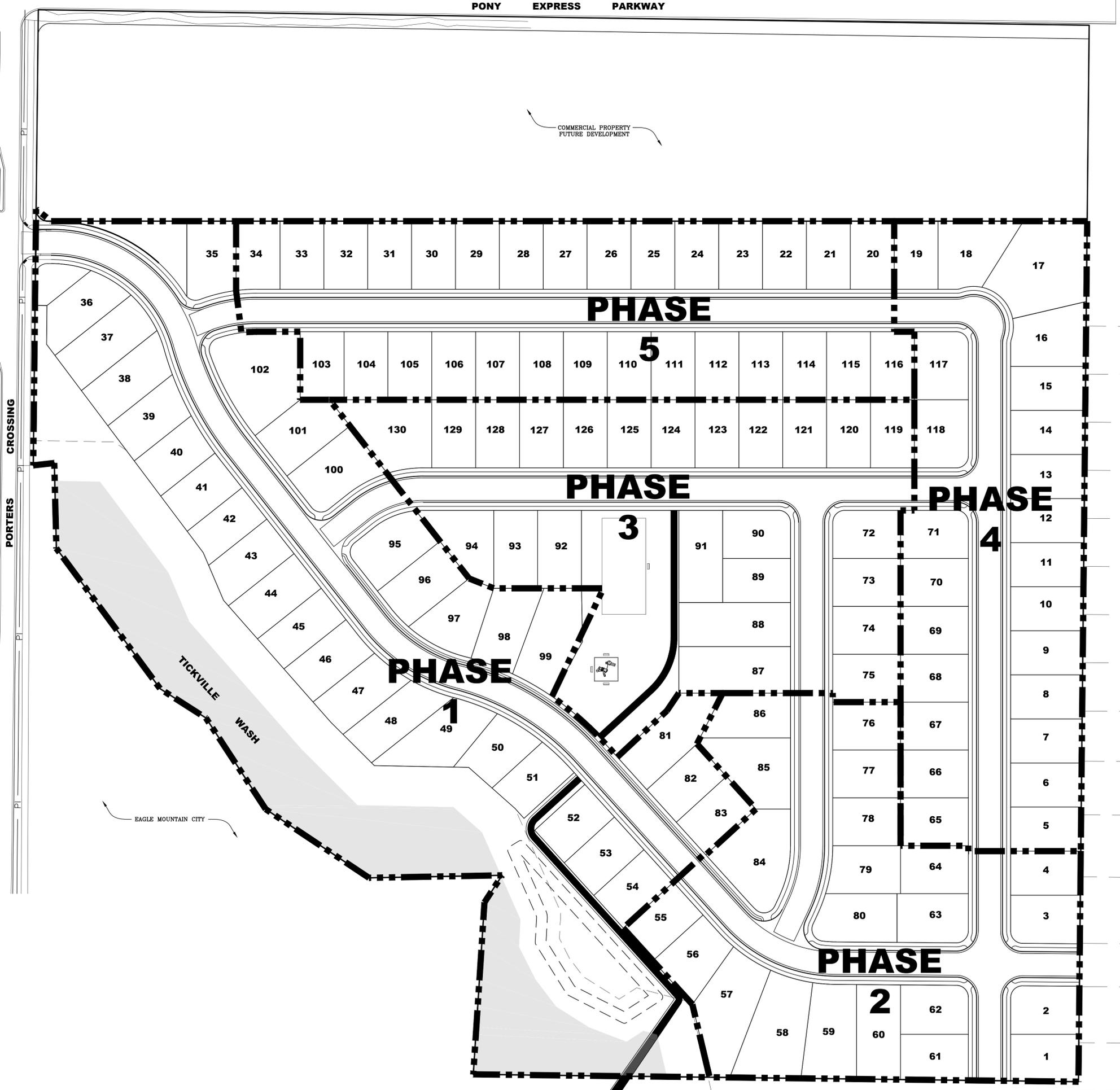
SHEET  
**5**



U:\V\PROJECTS\2016\2016-0001 OAK HOLLOW EAC\DWG\16-0001 PRELIMINARY OPTION 2.DWG 3/30/2016 8:24 AM



NOT FOR  
CONSTRUCTION



SILVERLAKE  
SUBDIVISION PLAT "1C"

**OAK HOLLOW SUBDIVISION**  
 EAGLE MOUNTAIN, UTAH  
**PHASING PLAN**

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:  
**2016-0001**  
 DRAWN BY:  
**TJP/MJV**  
 CHECKED BY:  
**BTG**  
 SCALE:  
**1" = 60'**  
 DATE:  
**3/30/2016**

LSC REAL ESTATE LLC

COMMERCIAL PROPERTY  
FUTURE DEVELOPMENT

PORTERS  
CROSSING

TICKVILLE  
WASH

EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY

U:\V\LEI PROJECTS\2016\2016-0001 OAK HOLLOW EAC\DWG\16-0001 PRELIMINARY OPTION 2.DWG 3/30/2016 8:24 AM

**RESOLUTION NO. R- -2016**

**A RESOLUTION OF THE CITY COUNCIL OF  
EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE OAK HOLLOW  
MASTER DEVELOPMENT AGREEMENT**

*PREAMBLE*

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

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 proposed Master Development Agreement as set forth in Exhibit A.
2. The Oak Hollow Master Development Agreement is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 19<sup>th</sup> day of April, 2016.

EAGLE MOUNTAIN CITY, UTAH

---

Chris Pengra, Mayor

ATTEST:

---

Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on this 19<sup>th</sup> day of April, 2016.

Those voting aye:

- Adam Bradley
- Donna Burnham
- Ryan Ireland
- Richard Steinkopf
- Tom Westmoreland

Those voting nay:

- Adam Bradley
- Donna Burnham
- Ryan Ireland
- Richard Steinkopf
- Tom Westmoreland

---

Fionnuala B. Kofoed, MMC  
City Recorder

# EXHIBIT A

**MASTER DEVELOPMENT AGREEMENT**  
**FOR OAK HOLLOW SUBDIVISION**

This *Master Development Agreement for the Oak Hollow Subdivision* (“**Agreement**”) is entered into between EAGLE MOUNTAIN CITY, a Utah municipal corporation (“**City**”), FIELDSTONE UTAH INVESTORS, LLC, a Utah limited liability company (“**Developer**”), and LSC REAL ESTATE, LLC, a Utah limited liability company (“**Owner**”).

**RECITALS**

A. Owner owns certain real property located in the City consisting of approximately 34.80 acres of the land in the City located at the southeast corner of Pony Express Parkway and Porters Crossing Parkway (the “**Property**” or “**Project**”). A legal description of the Property is attached to this Agreement as **Exhibit A**.

B. Developer has a contractual right to purchase a portion of the Property.

C. Developer has submitted an application to the City for a new residential subdivision on a portion of the Property which will be known as the Oak Hollow subdivision (“**Residential Area**”).

D. Developer has prepared a concept plat for the Property. A copy of the concept plan (“**Plan**”) for the Property is attached to this Agreement as **Exhibit C**.

E. Pursuant to Chapter 16.10 of the Eagle Mountain Municipal Code (“**Code**”), Developer has submitted a Master Development Plan for the Property to the City in connection with the application for the Project. This plan is attached to this Agreement as **Exhibit B**.

F. In connection with the City’s approval of the Master Development Plan and the application for the Project, the City, Developer and Owner wish to define the rights and responsibilities of the parties with respect to the development of the Property, establish vested rights, revise the zoning for the Property and allocate responsibility for funding of certain improvements associated with Property.

G. The parties propose a change to the zoning for the Property from residential to a combination of residential and commercial, as set forth below.

H. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Code, other applicable ordinances and regulations, and the provisions of this Agreement. This Agreement contains certain requirements and conditions for development of the Property and the Residential Area in addition to those contained in the City's laws.

## AGREEMENT

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

1. Incorporation of Recitals. The Recitals stated above are incorporated into this Agreement.
  
2. Governing Standards. Subject to the terms and conditions of this Agreement, development of the Property and the Residential Area shall be governed by the procedures, standards and requirements of the Code in effect as of the date an application for development is filed, subject to the provisions of this Agreement, the approved final plat for each phase of the Project (and any conditions of approval related thereto), and the Master Development Plan for Property approved by the City.
  
3. Proposed Property Zoning. Pursuant to Chapter 16.10.040(A) of the current Code, the parties propose that the Property include both commercial land and residential land. The parties propose that the northernmost portion of the Property consisting of approximately 7.17 acres, as shown on the Plan ("**Commercial Acreage**"), be zoned commercial and be subject to the provisions of Chapter 17.35 of the current Code. The parties propose that the remaining portion of the Property consisting of approximately 27.11 acres, as shown on the Plan and in the application for the Project ("**Residential Acreage**"), be zoned residential and be designated a Tier II residential development subject to Chapter 17.25.130 of the current Code. The following is a summary of the key characteristics of the Property:

Approximate Total Acreage:	34.80 acres
Anticipated Commercial Acreage:	7.17 acres
Total Residential Acreage:	27.11 acres
Buildable Residential Acreage:	25.18 acres
Total Acreage in Residential Lots:	16.24 acres

Total Open Space:	4.86 acres
Improved Open Space:	0.99 acres
Maximum Total Residential Lots:	130 Lots
Average Residential Lot Size:	5,358 sf

4. Approved Residential Area Density, Vested Rights.

4.1. Density. Upon approval of the Master Development Plan for the Property and the execution of this Agreement by the Parties, Developer shall be entitled to develop up to 130 dwelling units in the Residential Area of the Property and the Residential Area will have a maximum vested density of 5.2 dwelling units per acre.

4.2. Vested Rights. To the maximum extent permissible under the laws of the State of Utah and the United States, the parties intend that this Agreement grants to Owner and Developer the right to develop the Property in fulfillment of this Agreement without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Owner and Developer under this Agreement are contractual and, in addition, constitute “vested rights,” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. §10-9a-509 (2016) as to the provisions of this Agreement, including the approved density and number of dwelling units set forth above. Notwithstanding anything to the contrary herein, any City ordinance, amendment to the Code, or other development standard enacted, implemented, regulated and/or enforced by the City on or after the date of this Agreement which has the effect of prohibiting and/or materially and unreasonably restricting Developer’s rights to develop the vested densities set forth in this Agreement and the Master Development Plan for the Property, including but not limited to any ordinance, amendment, or other development standard which increases or otherwise modifies minimum lot size requirements, setbacks, frontage requirements, or other similar standards which relate to or have an effect on densities, shall be inapplicable to the Property (or modified to the extent necessary to permit Developer to develop the vested densities set forth in this Agreement and the Master Development Plan for the Property), unless the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance, amendment or standard to the Property.

4.3 Approvals. The approval processes for development applications for the Project shall be as provided in this Agreement, the Master Development Plan for the Property, and the Code. Development applications shall be approved by the City if they

comply with the Applicable provisions Codes in effect on the date of this Agreement. Nothing in this Section 4.3 shall be construed to require Developer to obtain further City zoning approval with respect to the use or density provided herein. The City and Developer shall cooperate reasonably in promptly and fairly processing applications.

5. Approval of the Master Development Plan. The City's approval of the Master Development Plan and the execution of this Agreement grants the Developer the right to develop the Property and construct the Project in accordance with the uses, maximum densities, improvements and general configuration of development for the Residential Acreage set forth in this Agreement and the Master Development Plan for the Property. In the event of any conflict between the Code and the express terms of this Agreement or between the Code and the Master Development Plan for the Property, the express terms of this Agreement and the Master Development Plan shall control.

6. Development Standards. Developer and Owner shall comply with the provisions of the Code in developing the Property. In addition, the following provisions shall apply to Developer's development of the Project on the Residential Acreage of the Property.

6.1. Phasing. The City acknowledges that Developer or future assignees may develop the Project in phases. The parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors. Subject to the terms and conditions of this Agreement, the timing, sequencing, location and phasing of the Project, including but not limited to construction of roads, water and storm drain systems, and other public infrastructure improvements, including project improvements and off-site improvements, shall be as determined by Developer in its reasonable business judgment.

6.2. Specific Residential Area Development Elements. Developer acknowledges that in addition to any other provisions of the Code regarding development of the Residential Area, development of the Residential Area shall incorporate the following elements in order to achieve the vested density identified in this Agreement:

- a. The Residential Area shall be planned by professional engineers and professional landscape architects.
- b. The Residential Area shall be subject to recorded covenants, conditions, and restrictions ("CC&Rs") which establish

architectural and landscape guidelines and a design review committee.

- c. The Project shall incorporate trees and enlarged park strips (six feet minimum width) as set forth in the approved final plats, masonry fencing separating the development from the commercial property, and street signposts. Decorative fencing shall be installed by Developer around all open spaces, unbuildable lands, and parks, with breaks in the fencing for convenient and safe public access to these spaces.
- d. The dwelling units within the Residential Area shall include 75% masonry on all exterior surfaces.
- e. The front and side yard landscaping shall be completed prior to occupancy of each home within the project. Typical landscape plans shall be approved by the Planning Director or designee prior to final plat approval.

7. Improvements within the Project. All portions of the Project on the Property must be developed in compliance with the approved final plat for each phase of the Project and the terms and conditions, if any, of approval related thereto. No amendments or modifications to the approved plat for any portion of the Project shall be made by the Developer, or Developer's successors in interest, without written consent of the City. Subject to the requirements of Section 10, below, Developer will construct the following public improvements within the Project.

7.1. Streets and Related Improvements. Developer will construct and/or improve, and will dedicate to the City the streets shown on the Preliminary Plat and each final plat for the Project. Construction and/or improvement of the streets shall include all curb, gutter, paving, sidewalks, park strips and related utilities as shown on the approved final plat and construction drawings for the Project. All construction and improvement of streets and related improvements shall be in accordance with City-approved design and construction standards and requirements.

7.2. Utilities. Developer shall install or cause to be installed natural gas, underground electrical service, sanitary sewer, culinary water supply systems, and storm drainage facilities as required by the City for the Project up to the boundary lines of the Project and any off-site improvements required to serve the Project. Such installations shall be done according to the reasonable and customary design and construction

standards of the utility providers and in accordance with City-approved design and construction standards and requirements.

7.3. Improved Open Space. The total amount of open space to be set aside within the Residential Area is 1,000 square feet per residential lot or 2.98 acres. The Developer will meet this requirement by providing 0.99 acres of Improved Open Space and paying the fee in lieu described in this Section 7.3 for the additional 1.99 acres of required open space, which fee shall be utilized by the City to make park or recreational improvements to certain property owned by the City that is adjacent to the Residential Area. The improved open space within the Residential Area will be owned and maintained by a homeowner's association for the Residential Area ("HOA"). In order to meet the fee in lieu requirement, the Developer will "buy down" the open space acreage requirement in the amount of 1.99 acres as permitted under Chapter 16.35 and 17.30 of the current Code. This buy down will increase the amenity points required of the Developer by 298.5 points. Thus, Developer will be providing 596.5 amenity points in connection with development of the Residential Area. The Developer will provide for 344 of these points by constructing improvements to an onsite park within the Residential Area, trails, and offsite sidewalk improvements as allowed in Chapter 16.35 of the City Development Code. The Developer will pay a fee in lieu for the additional 252.5 points in the amount of \$500.00 per point for a total of \$126,250.00. In any case the number of amenity points and the amount of open space "buy down" will coincide with the actual number of units allowed and the actual acreage of open space improved. The fee in lieu of required open space will be paid as a proportionate share per lot at the time of plat recording. The amount due per lot will be the total fee divided by the number of dwelling units within the Residential Area as shown on the approved final plat.

7.4. Park Improvements. Developer will construct a park within the Residential Area as shown on the Plan and the approved final plats for the Project. In accordance with Section 16.35.105-A10 of the current Code, Developer shall fully complete the park improvements prior to recording the first plat, or a separate cash deposit or cash escrow must be put in place with the City with each plat to cover 150 percent of the pro rata anticipated cost of park improvements.

7.5. Setback Requirements and Fencing. Developer agrees to comply with all setback requirement found in the Code. Developer will construct a masonry six foot fence along the north boundary of the Residential Acreage buffering the single family residential lots from the Commercial Acreage at the northern portion of the Property.

7.6. Trails and Trailheads. Developer will construct an eight (8) foot wide asphalt trail through the park in the Project and a ten (10) foot wide asphalt trail where the trail is adjacent to the off-site sewer improvement and connects the park in the Project to the Evans Ranch subdivision to the south. The trail will be shown on the approved final plats for the Project.

7.7. Sidewalk and Improvements on Porters Crossing Parkway. Developer shall construct an eight foot concrete sidewalk and improved parking strip with grass and irrigation system along Porters Crossing Parkway from the existing trail on the south side of Pony Express Parkway and continuing south until the southern boundary of the City-owned Parcel No. 58:040:0030. The Developer is being credited amenity points for this sidewalk improvement, as described in Section 7.3, and in addition will be credited a dollar for dollar reduction from the Community Improvement Fund for the actual cost of landscaping the parking strip as described herein on the City owned property. The landscaping of the offsite parking strip and the actual cost to the developer will require approval by the City Parks & Recreation Director, which approval shall not be unreasonably withheld. No reimbursement credit will be given for the park strip that is part of the residential portion of the Project's frontage on Porter's Crossing Parkway.

7.8. Natural Unimproved Open Space. The total amount of land to be designated as unimproved natural open space will be 3.87 acres including 1.93 acres in the area known as Tickville Wash.

7.9 Detention Pond and Drainage. Developer will construct an on-site storm drainage pond for flood control. Prior to Developer recording any final plats in the Residential Area, the City will approve a final master drainage plan for the Residential Area. The City may require that the HOA own and maintain the detention pond; provided, however that the City will take ownership and maintenance responsibility for the detention pond if it is determined that the detention pond is necessary for community flood control.

7.10. Entry Way Monuments. Developer or Owner will construct any entry monuments for the Project required by the Code.

7.11. Traffic Plan. Developer has submitted a traffic plan for the Residential Area to the City. Owner may be required to submit a traffic plan in conjunction with any site plan or preliminary plat for the commercial portion of the Project.

8. Dedication of Right-of-Way for Pony Express Parkway. Owner shall dedicate to the City, in conjunction with the recording of the Commercial Property plat, forty three (43) feet of right-of-way along Pony Express Parkway. In addition, Owner shall dedicate to the City sufficient land along Porter's Crossing Parkway to construct a right-hand turn lane as described in Section 13.2. City and Owner acknowledge and agree that it is the position of Owner that some or all of the dedication of the right-of-way and improvements within the 43' right-of-way for Pony Express Parkway should be considered system improvement and subject to reimbursement through the collection of impact fees. City and Owner shall cooperate in good faith at the time of recording of a site plan or preliminary plat for the Commercial Property, whichever occurs first, as to the reasonable amount of reimbursement for the dedication of right-of-way. In the event the parties are unable to reach an agreement as to the amount of reimbursement or terms of reimbursement, the parties agree to first mediate such dispute through the Office of the Property Rights Ombudsman.

9. Community Improvement Fund. At the recording of the final plat for each phase of the Residential Area, Developer will contribute \$2,000 per buildable acre within the Residential Area to fund construction of community wide improvements, for a total of \$50,360.00 for the entire Residential Area, subject to reductions as provided for herein. Developer agrees that prior to recording each subdivision plat for the Residential Area, Developer shall either place into a community improvement escrow fund for the Residential Area ("**Community Improvement Fund**") sufficient funds to meet the required community improvements, or otherwise demonstrate that the Developer has constructed sufficient community improvements to meet the City's requirements. The amount deposited into the Community Improvement Fund in connection with the recording of each phase shall not exceed \$2,000.00 per buildable acre of the Residential Acreage located within such phase. City and Developer agree that the Community Improvement Fund will be utilized by the City to construct improvements to Parcel No. 58:040:0030 that provide a benefit to the Residential Area.

10. Utility Services and Infrastructure Improvements. The City's utility department has reviewed the Master Development Plan for the Property prepared by LEI. As indicated in the Master Development Plan, at a minimum, Developer must construct an offsite sewer line across Tickville Wash to connect at a point on the north end of the Evans Ranch subdivision, in addition to the Residential Area improvements within each separate plat for the Residential Area,

unless such improvements are constructed by the City prior to development of the Residential Area.

11. Funding Improvements. Subject to Section 13 of this Agreement, the parties agree and acknowledge that the Developer will construct all public infrastructure improvements for the Residential Area (“**Improvements**”). All proposed improvements which are to be transferred to the City under the terms of this Agreement must be reviewed and approved by the City and shall be constructed in accordance with the review comments and concept approved by the City. No subdivision plat for the Residential Area will be recorded until improvements required for that particular plat are constructed by Developer, or Developer has placed into escrow adequate funds (whether through cash escrow, letters of credit, or other means reasonably satisfactory to the City Attorney) to construct the Improvements. Developer will be required to construct only that portion of the Improvements for the Residential Area necessary under the Code to service that portion of the Residential Area to be developed as represented by the subdivision plat or site plan under consideration. Funds will be withdrawn from the escrow to construct Improvements after design and review and approval by the City of each facility for which funds are provided. Developer and City do not anticipate that Developer will be required to construct any system improvements or upsize any public infrastructure improvements as part of the Project. However, in the event Developer constructs utilities or other infrastructure in excess of the capacity necessary to provide services to the Property, City shall enter into a reimbursement agreement with Developer for cost of excess capacity. The City may revise and amend the Capital Facilities Plan and Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Developer for the cost of excess capacity.

12. Dedication of Public Improvements. Except as otherwise provided in this Agreement or as may be provided in a reimbursement agreement between the City and the Developer, the Developer agrees to dedicate and donate to the City all parcels within the Project required by the Code for the location of City-owned utilities, utility facilities and improvements, and any other parcels shown on the approved final plats for the Project as intended for public use, for utilities, roads, and other public purposes.

13. Proportionality of Public Improvements. Subject to any other requirements in this Agreement, the parties agree that for the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City in connection with development of the Residential Area shall be governed by the following standards regarding reimbursement.

13.1. Storm Drain and Sewer Improvements. All on-site or off-site storm drain

and sewer improvements that are required for the Residential Area and are not “system improvements” will be paid for by Developer without any rights of reimbursement. The City and Developer do not anticipate that the Residential Area will require any storm drain or sewer improvement that would be classified as “system improvement.”

13.2. Developer Roadways. All roadways within the Residential Area shall be paid for by Developer without any rights of reimbursement. In addition, prior to the final plat recording of 50% of the lots in the Residential Area, Developer shall be required to improve Porter’s Crossing Parkway, for the sections of the road that are adjacent to the Project, to include a cross-section of twenty feet (20’) of asphalt in the areas that are not turn lanes, and install a 200’ long designated right hand turn lane from Porter’s Crossing onto Pony Express Parkway (which would result in a designated right hand turn lane, left hand turn lane, and a straight lane). The improvements to Porter’s Crossing Parkway will include the construction of curb, gutter and sidewalk, as provided for in this Agreement. Developer and Owner acknowledge and agree that the improvements set forth in this paragraph 13.2 are not system improvements and not subject to reimbursement. Subject to the foregoing, in the event other improvements are required that exceed the reasonable impacts of the Development, or if the City requires Developer to further construct, expand or enhance any other off-site roadways or related improvement, or to expand the service capacity of other offsite roadways, the City agrees to reimburse Developer for all costs associated with the same; provided, that to the extent it is possible to offset the impact fees otherwise payable by Developer, the reimbursement provided for in this Section 13.2 may take the form of reimbursement credits. If such credits are not available, Developer may be reimbursed through the City’s subsequent collection of impact fees.

13.3. Owner Roadways. Except as provided for in Section 13.2, any roadways designed within the portion of the Property outside the Residential Area shall be paid for by Owner. Subject to the foregoing, in the event improvements are required that exceed the reasonable impacts of the Project, or if the City requires Owner to construct, expand or enhance any other off-site roadways or related improvement, or to expand the service capacity of other offsite roadways, the City agrees to reimburse Owner for all costs associated with the same; provided, that to the extent it is possible to offset the impact fees otherwise payable by Developer, the reimbursement provided for in this Section 13.3 may take the form of reimbursement credits. If such credits are not available, Owner may be reimbursed through the City’s subsequent collection of impact fees.

13.4. Oversizing. To the extent the City requires Developer to construct any oversized improvements to meet demands for existing or future developments (such as culinary waterlines or sewer lines with capacity in excess of what is required to provide service to the Residential Area or a regional storm drain detention pond), a proportionality assessment shall be performed by the City’s engineer, with approval from

the Developer's engineer (which approval shall not be unreasonably withheld), using applicable engineering standards, to determine the proportion of construction costs to be paid by Developer and the proportion of costs to be paid by the City. The City shall be responsible to reimburse the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Residential Area).

13.5. Storm Drain Pond. Without limiting the scope of the Section 13.4, the parties acknowledge that the City may request Developer to construct a storm-drain detention pond designed to provide capacity in excess of what is required for Developer's Property. If Developer agrees to construct such a facility, all incremental costs of the oversized storm-drain detention pond and related improvements shall be reimbursed by the City to Developer.

13.6. System Improvements. To the extent the Developer is required to construct any system improvements (including, without limitation, system improvements that are identified in an impact fee facilities plan), Developer shall only be required to construct the minimum portion(s) of such system improvements, if any, that are necessary to provide service for the Project. Developer shall be fully reimbursed by the City for the costs incurred by Developer to construct the City's portion of the system improvements.

13.7. Compliance with Law. The provisions of this Section 13 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law. Nothing in this Agreement shall prohibit the parties from entering into separate reimbursement agreements for each phase, and such reimbursement agreements shall comply with the standards set forth in this Section 13 and applicable Utah law.

14. Development of Commercial Acreage. Any development of the Commercial Acreage within the Property will be made pursuant to the sections of the Code applicable to such parcel at the time the Commercial Acreage is developed.

15. Water Rights. Developer and Owner shall comply with the provisions of the Code related to dedicating water or water rights to the City, or purchasing water from the City, in sufficient quantities for the Project.

16. Home Owners Association. Prior to recording any final plat for the Residential Area, the City may require Developer to create an HOA for the Residential Area with legal authority to collect assessments and to maintain any common areas within the Residential Area that will not be dedicated to the public.

17. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Code to apply standards for development and construction generally applicable throughout the City. However, it is the intent of the parties to vest the Developer with the specific land uses and maximum densities for the Property specifically identified in this Agreement. Subject to the terms and conditions of this Agreement, Developer shall be required to comply with the Code and all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

18. Default.

18.1 Default by Developer or Owner. Upon the occurrence of an event of default by Developer or Owner, the City shall provide not less than thirty (30) days written notice to the Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Developer or Owner shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Notwithstanding the foregoing, no event of default by Owner shall be attributable to Developer and no event of default by Developer shall be attributable to Owner. If an event of default by Developer remains uncured after the hearing provided for in this Section 16.1, the City may thereafter refuse to grant any additional approvals necessary for plats or other applications for the Residential Area until such event of default is cured.

18.2 Default Notice to City. Upon the occurrence of any default by City, the Developer may request in a hearing before the City Council where the City's default shall be heard and reviewed by the City Council. City shall schedule such hearing within thirty (30) days of written request of Developer. In addition, Developer may pursue all rights and remedies available at law, including injunctive relief or, if applicable, specific performance and / or damages.

19. Assignment. Developer may assign any rights or interests under this Agreement by giving written notice to the City. Any assignee shall consent to be bound to the terms of this Agreement as a condition of assignment.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

21. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern the procedures and standards for approval of each subdivision and public improvement.

22. Notice. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer: Fieldstone Utah Investors, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Owner: LSC Real Estate, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the City: Eagle Mountain City  
Attn: City Recorder  
1650 E Stagecoach Run  
Eagle Mountain, UT 84005

23. Severability. The provisions of this Agreement are severable, and should any provision hereof be deemed unenforceable or invalid, such unenforceability or invalidity provision shall not affect the remaining provisions of this Agreement.

24. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

25. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

26. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

27. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

28. Remedies Upon Default. Remedies Upon Default. Developer and Owner acknowledge and agree that the sole and exclusive remedy for Developer and Owner, including any successors or assigns of each, under this Agreement shall be specific performance of the development rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPERS, 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.**

29. Agreement to Run With the Land. This Agreement, or an abstract of this Agreement, shall be recorded against the Property and shall be deemed to run with the land and shall be binding on the City, Owner, Developer and all successors and assigns of any of the foregoing parties.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DEVELOPER**  
FIELDSTONE UTAH INVESTORS, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) :ss  
 )  
COUNTY OF UTAH )



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

Residing at: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

**EAGLE MOUNTAIN CITY**

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor