



**EAGLE MOUNTAIN CITY**  
City Council Staff Report  
**June 21<sup>st</sup>2016**

*Project:* **Pole Canyon Phase 1 Preliminary Plat**  
*Applicant:* Nate Shipp/DAI  
*Request:* Preliminary Plat Approval  
*Type of Action:* Public Hearing

***Background Information***

In 2010 the Pole Canyon area, which includes the White Hills Development, was annexed into Eagle Mountain, at the time of annexation, a Master Development Plan and a Master Development Agreement were also adopted. The MDA/MDP created twenty one (21) different planning areas, defining density and land use.

In 2013, Pole Canyon Phase A Plat 1 was presented to the Planning Commission, however, the item was eventually removed by the applicant as infrastructure and other issues were worked out.

***PLANNING COMMISSION RECOMMENDATION***

On June 14<sup>th</sup> 2016 the Eagle Mountain Planning Commission held a public hearing regarding the Pole Canyon Phase 1 Preliminary Plat. Ultimately the Planning Commission voted (4-0) **to recommend approval** of the Pole Canyon Preliminary Plat, with the following Conditions:

1. A community enhancement fee of \$10,658 (\$2,000 per buildable acre) is paid at plat recording
2. Building Permits shall not be issued for construction until infrastructure needed to comply with City requirements has been substantially completed (Sewer, Water & Wilson Avenue Repair)
3. No Final Plat may be recorded until Wilson Avenue has been repaired and been approved by the City

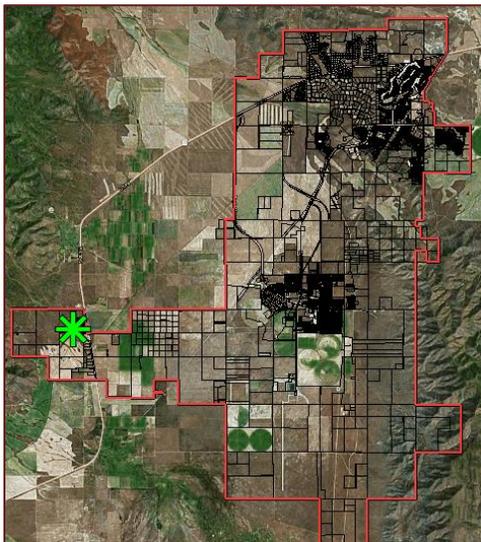
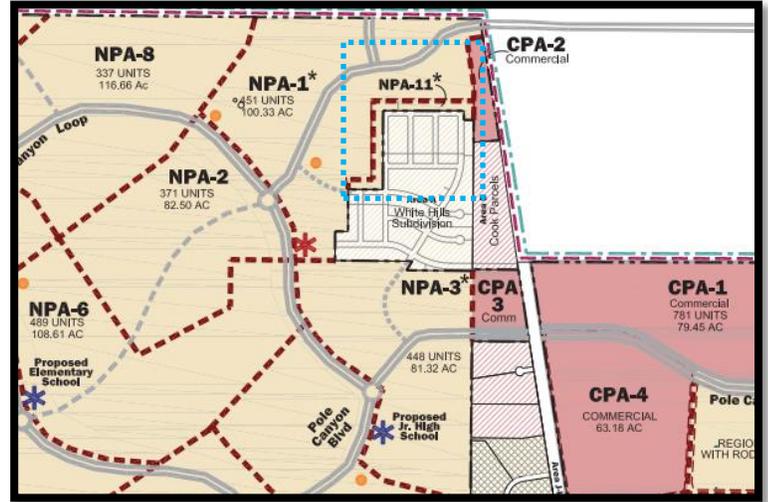
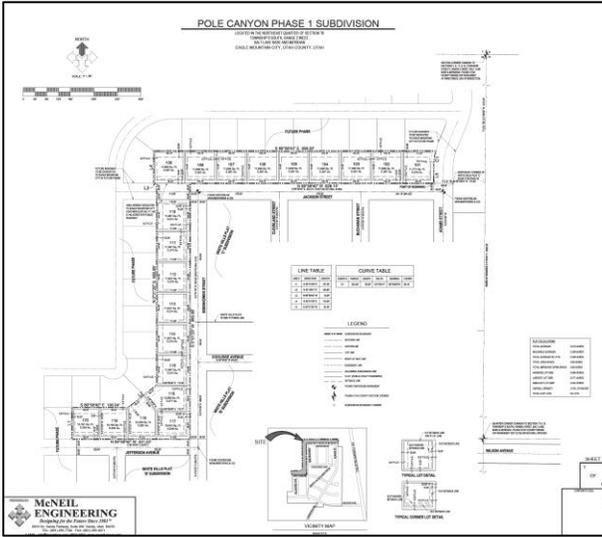
***Proposal***

This project (Phase 1 of the Pole Canyon Master Development Plan) is located adjacent to the existing White Hills development, in Neighborhood Planning Area 11 (NPA 11) of the approved Pole Canyon Master Development Plan. This phase meets the approved standards of the Pole Canyon Master Development Plan, as lots meet the minimum lot size of 10,000 Square Feet. The tabulations are shown here: —————>

<u>PLAT CALCULATIONS</u>	
TOTAL ACREAGE:	5.475 ACRES
BUILDABLE ACREAGE:	5.329 ACRES
TOTAL ACREAGE IN LOTS:	5.329 ACRES
TOTAL OPEN SPACE:	0.00 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
AVERAGE LOT SIZE:	0.266 ACRES
LARGEST LOT SIZE:	0.277 ACRES
SMALLEST LOT SIZE:	0.234 ACRES
OVERALL DENSITY:	3.753 LOTS/ACRE
TOTAL # OF LOTS:	20 LOTS

**Planning Commission Recommended Approval with conditions  
(4-0) 1 Commissioner Absent**

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

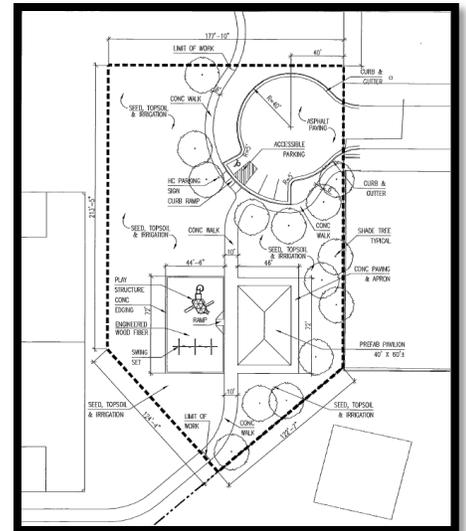


**Location**

Pole Canyon is located West of City Center, South of Cedar Fort, North of Fairfield, and West of State Road 73 as shown on the map (left, asterisk).

**Parks, Landscaping, & Open Space**

The applicant has previously completed a park on the West side of Wilson Avenue (shown right). When the application was first presented in 2013 it was decided that the work being done on Phase 1 of White Hills Park would suffice as the open space requirement for NPA 11 of the Pole Canyon MDP. The City accepted the park and confirmed it was completed in accordance with city standards on December 2, 2014. No additional parks or open space improvements are required for this phase of development as the park has already been completed.



**Plat Details**

The Minimum lot size for this phase of development is 10,000 Square Feet (1.2 Zoning); the plat shows all lots of an appropriate size. A setback exhibit is provided on the plat which shows public utility easements, a front setback of 15', a driveway setback of 22', a 20' rear setback, and side setbacks of 5' minimum

**Neighborhood Planning Areas (NPA)**

Area	Planning Area Type	Acres	Overall Density	Units
1	Residential	100.33	4.5	451
2	Residential	82.5	4.5	371
3	Residential	81.32	5.5	448
4	Residential	118.94	5.5	655
5	Residential	159.34	5.5	876
6	Residential	108.61	4.5	489
7	Residential	143.27	4.5	645
8	Residential	116.66	2.89	337
9	Residential	127.90	1.92	246
10	Residential	96.20	2.88	277
11	Residential	5.95	3.36	20
12	Residential	106.45	4.5	479
13	Residential	146.99	4.5	661
14	Residential	136.37	4.5	614
15	Residential	92.86	5.5	511
16	Residential	83.79	5.5	461
17	Residential	120.69	5.25	634
18	Residential	156.15	4.5	703

15' total, these conform with the City's standard setbacks for Tier II Residential Development.

### ***Road Cross Section***

The Right-of-Way (ROW) is 56' this is in excess of the city standard ROW of 51', the larger ROW was selected and installed in the existing White Hills development.

### ***Traffic Study***

The applicant has completed a traffic study, which shows an "A" level of service on intersections serving this project at project buildout, and no mitigation measures are recommended.

### **Items for Consideration**

#### ***Access***

Currently there is only one access (Wilson Avenue) from the White Hills Development to State Road 73. Typically the Fire Marshal would like to see two accesses to any development of more than 30 homes. The applicant has made the argument that Wilson Avenue is a major collector (much like Pony Express Parkway) and has multiple accesses off it into the community; as such a second access shouldn't be required. The Fire Marshal shall approve the access prior to building permits being issued.

#### ***Infrastructure***

Per the MDA (13.1) No building permits shall be issued by the City for construction in the Pole Canyon property, unless PCIG or its successor has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant project or proposed construction.

- The Water Line is currently under construction, and is anticipated to be completed shortly, at which time it is planned that Wilson Avenue will be repaired. Sewer plans are currently being reviewed by the state.

#### ***Street Lights***

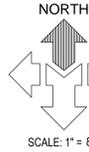
The Eagle Mountain Municipal Code (EMMC) (***15.10.390 Street Lighting***) requires street lights to be placed in residential developments at a minimum of 250', and at a maximum of 350' on residential roads. The applicant is asking for this requirement to be waived for Phase 1 of the Pole Canyon Development as the existing White Hills community does not have street lights. The applicant does not believe street lights match the character of the existing community. The Planning Commission felt this was a valid concern, and recommended approval of the Pole Canyon Phase 1 Preliminary Plat ***WITHOUT*** street lights.

**Attachments**

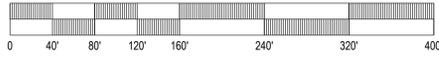
- Proposed preliminary plat/plans
- Approved Pole Canyon Master Development Agreement
- Approved Pole Canyon Master Development Plan (Map)
- Park Acceptance Letter
- White Hills Park
- Traffic Study
- Citizens Letter

# POLE CANYON PHASE 1 SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 18,  
TOWNSHIP 6 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



SCALE: 1" = 80'



**SURVEYOR'S CERTIFICATE**

I, DENNIS K. WITHERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6135190 PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, AND EASEMENTS HEREAFTER TO BE KNOWN AS:

**POLE CANYON PHASE 1 SUBDIVISION**

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

**SUBDIVISION DESCRIPTION**

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'40" WEST (EAST PER RECORD), A DISTANCE OF 66.00 FEET FROM THE NORTHEAST CORNER OF WHITE HILLS PLAT 'C' SUBDIVISION, AS DETERMINED BY FOUND CENTERLINE MONUMENTS WITH SAID WHITE HILLS PLAT 'C' SUBDIVISION, RECORDED IN BOOK 7746, AT PAGE 90, OF OFFICIAL RECORD ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT OF BEGINNING ALSO BEING SOUTH 01°28'00" WEST (SOUTH 0°26'40" WEST PER RECORD) ALONG THE SECTION LINE, A DISTANCE OF 1017.23 FEET, AND NORTH 89°58'40" WEST, A DISTANCE OF 174.92 FEET, FROM THE FOUND UTAH COUNTY MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 89°58'40" WEST, ALONG THE NORTH LINE OF SAID WHITE HILLS PLAT 'C', A DISTANCE OF 628.15 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°28'00" WEST, ALONG THE WEST LINE OF SAID WHITE HILLS PLATS 'C' & 'B', A DISTANCE OF 869.89 FEET TO THE NORTH LINE OF JEFFERSON AVENUE AS SHOWN ON THE PLAT OF WHITE HILLS PLAT 'B' SUBDIVISION, RECORDED IN BOOK 6262, AT PAGE 75 OF OFFICIAL RECORDS, THENCE NORTH 89°58'40" WEST, ALONG SAID NORTH LINE AND EXTENSION THEREOF, A DISTANCE OF 401.03 FEET; THENCE DEPARTING SAID LINE EXTENSION BEARING NORTH 01°20'20" EAST, A DISTANCE OF 107.28 FEET; THENCE SOUTH 89°58'40" EAST, A DISTANCE OF 190.04 FEET; THENCE NORTH 51°43'51" EAST, A DISTANCE OF 123.83 FEET, TO A POINT 113.80 FEET PERPENDICULAR AND WESTERLY OF THE AFORESAID WEST LINE OF WHITE HILLS PLAT 'B'; THENCE NORTH 01°20'20" EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 685.88 FEET; TO EXTENSION OF THE NORTH LINE OF JACKSON STREET; THENCE NORTH 89°58'40" WEST, ALONG SAID LINE EXTENSION, A DISTANCE OF 10.09 FEET; THENCE NORTH 01°20'20" EAST, A DISTANCE OF 110.09 FEET; THENCE SOUTH 89°58'40" EAST, PARALLEL WITH AND 110.09 FEET NORTHERLY OF AFORESAID NORTH LINE OF WHITE HILLS PLAT 'C', A DISTANCE OF 358.82 FEET, TO A POINT IN THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THENCE SOUTHWESTERLY 56.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 233.00 FEET, THROUGH A CENTRAL ANGLE OF 13°50'41", SUBTENDED BY A LONG CHORD BEARING SOUTH 06°56'40" WEST, A DISTANCE OF 56.16 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 01°20'20" WEST, A DISTANCE OF 54.34 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 238,474 SQ. FT. OR 5.475 ACRES IN 20 LOTS

DATE: May 19, 2016

Dennis K. Withers  
L.S. LICENSE NO. 6135190 (SEE SEAL BELOW)

**OWNER'S CERTIFICATION AND DEDICATION**

WE, THE UNDERSIGNED OWNER(S) OF ALL OF THE REAL PROPERTY DEPICTED AND DESCRIBED HEREON HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACE, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW TO BE HEREBY DEDICATED UNDER PROVISIONS OF 10-9a-607, UTAH CODE, WITHOUT CONDITIONS, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH ALL STREETS, WATER SEWER, AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACE, SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES 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.

COUHRH WOOD RANCH LLC.

**ACKNOWLEDGEMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE PERSON, \_\_\_\_\_, SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY \_\_\_\_\_ ON BEHALF OF THE OWNERS.

NOTARY PUBLIC: \_\_\_\_\_  
RESIDENCE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**ACCEPTANCE OF LEGISLATIVE BODY**

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_.

APPROVED BY MAYOR: \_\_\_\_\_ APPROVED BY CITY ATTORNEY: \_\_\_\_\_

APPROVED BY CITY ENGINEER: (SEE SEAL BELOW) ATTEST: CITY RECORDER (SEE SEAL BELOW)

**GENERAL NOTES:**

- THE BASIS OF BEARING FOR THIS PLAT IS SOUTH 00°28'00" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN HEREON.
- COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESES INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
- PROPERTY CORNERS NOT FOUND WERE MONUMENTED WITH A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG." OR A NAIL & WASHER BEARING THE SAME INSIGNIA, UNLESS OTHERWISE NOTED HEREON.
- THE BOUNDS OF EXISTING WHITE HILLS SUBDIVISIONS WERE ESTABLISHED BASED UPON THE OFFICIAL PLATS THEREOF.
- LOT LINES INTERSECTING WITH ARCS ARE RADIAL TO THE CURVE UNLESS FOLLOWED WITH "NRY" INDICATING A NON RADIAL LINE.
- EXISTING EASEMENTS SHOWN ON THIS MAP ARE BASED UPON THE COMMITMENT FOR TITLE INSURANCE PREPARED BY: UNITED WEST TITLE INSURANCE AGENCY, INC., ORDER NO. LW8483, WITH AN EFFECTIVE DATE OF APRIL 20, 2016 AT 8:00 AM.
- THE ESTATE OR INTEREST IN THE LAND DESCRIBED ON THIS PLAT IS FEE SIMPLE AND THE TITLE THEREIN IS VESTED IN: COUHRH WOODS RANCH LLC, A UTAH LIMITED LIABILITY COMPANY ACCORDING TO THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE.
- STREETS ABUTTING THIS SUBDIVISION WERE PREVIOUSLY DEDICATED PER THE WHITE HILLS PLATS 'A', 'B', AND 'C'.

**PLAT**

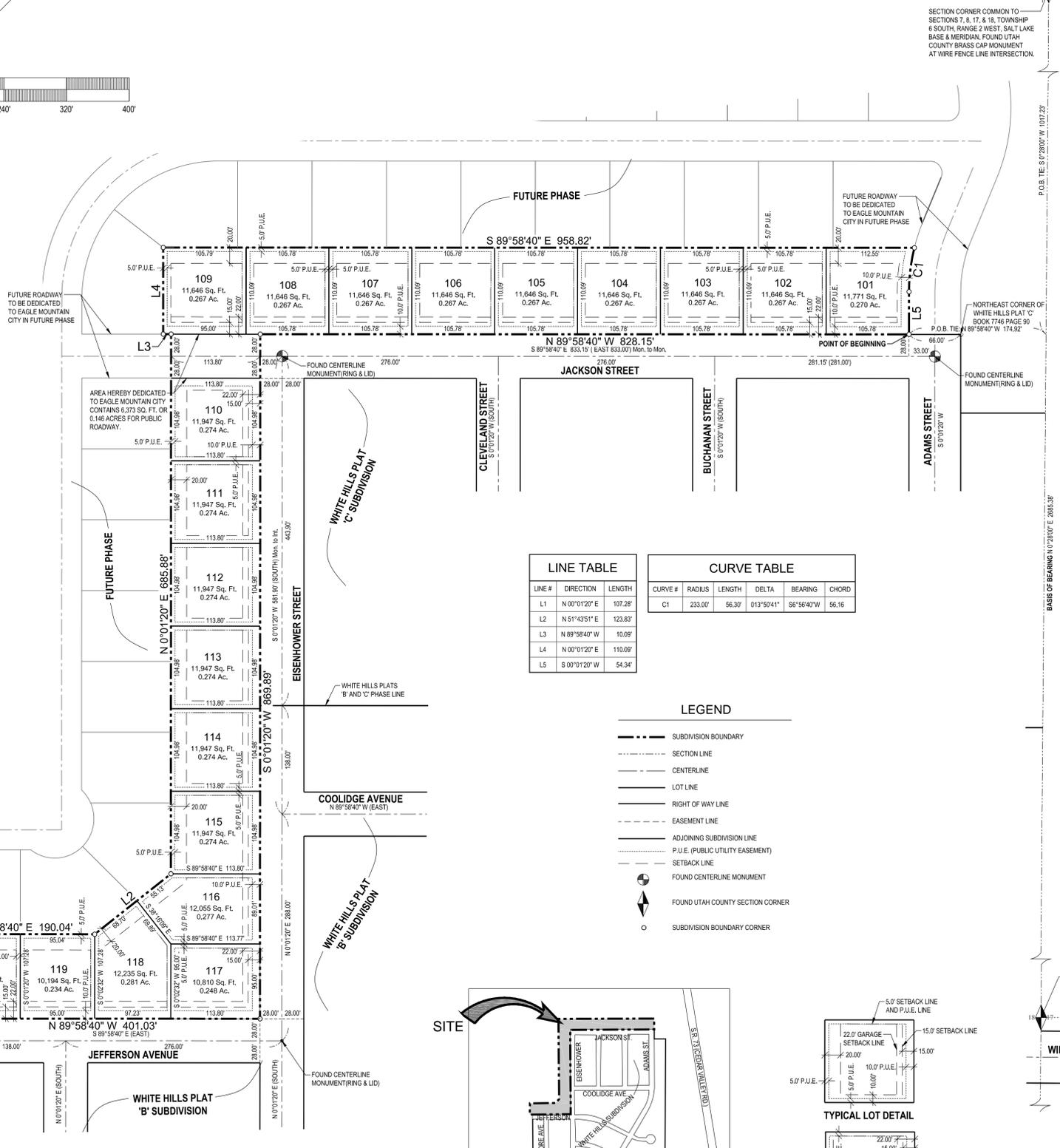
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SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH  
SCALE: 1" = 80 FEET

**SHEET 1 OF 1**

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

Dennis K. Withers  
L.S. LICENSE NO. 6135190  
STATE OF UTAH

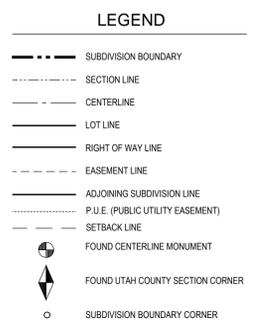


**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	N 00°01'20" E	107.28'
L2	N 51°43'51" E	123.83'
L3	N 89°58'40" W	10.09'
L4	N 00°01'20" E	110.09'
L5	S 00°01'20" W	54.34'

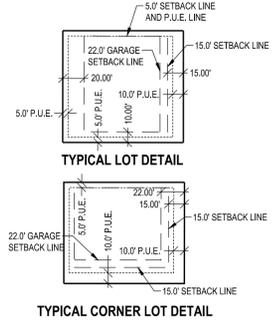
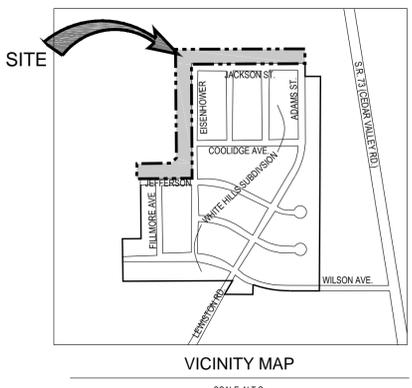
**CURVE TABLE**

CURVE #	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	233.00'	56.30'	013°50'41"	S89°58'40"W	56.16'



**PLAT CALCULATIONS**

TOTAL ACREAGE:	5.475 ACRES
BUILDABLE ACREAGE:	5.329 ACRES
TOTAL ACREAGE IN LOTS:	5.329 ACRES
TOTAL OPEN SPACE:	0.00 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
AVERAGE LOT SIZE:	0.266 ACRES
LARGEST LOT SIZE:	0.277 ACRES
SMALLEST LOT SIZE:	0.234 ACRES
OVERALL DENSITY:	3.753 LOTS/ACRE
TOTAL # OF LOTS:	20 LOTS



PREPARED BY: **McNEIL ENGINEERING**  
Designing for the Future Since 1983™  
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TEL: (801) 255-7700 FAX: (801) 255-8071  
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**POLE CANYON ANNEXATION AND MASTER  
DEVELOPMENT AGREEMENT**

Dated: January 19, 2010

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**POLE CANYON ANNEXATION AND MASTER  
DEVELOPMENT AGREEMENT**

This Pole Canyon Annexation and Master Development Agreement is effective into as of the 19<sup>th</sup> day of Jan., 200~~9~~<sup>10</sup>, by and between Eagle Mountain City, a Utah municipal corporation, referred to in this Agreement as the "City", and those certain undersigned parties referred to herein as the "Pole Canyon Investment Group" or "PCIG".

RECITALS

Capitalized terms have the meaning given to them in Schedule One attached hereto and incorporated herein.

This Agreement is made with reference to the following facts.

The Petitioners for annexation set forth on Exhibit 1 filed two (2) separate Petitions for Annexation on October 20, 2008 to annex the land located in unincorporated Utah County described in Exhibit 1 (hereafter collectively referred to as the "Annexation Property" or "Master Planned Area"). The Annexation Property is to be annexed to the City under the terms of this Agreement and applicable law.

The land in Petition 1 in Exhibit 1 is intended to be annexed and developed primarily for residential use and the land described in Petition 2 of Exhibit 1 is intended to be developed primarily as a Business Park or for other commercial and/or light industrial use.

Part of the Annexation Property is the property owned by the PCIG and to be planned and developed by the PCIG, which is more particularly described in Exhibit 2 (hereafter the "PCIG Property"). The PCIG Property is owned by the following parties which comprise the Pole Canyon Investment Group: Oquirrh Wood Ranch, LLC, a Utah limited liability company; and GSFJV, LLC, a Utah limited liability company.

{00085717.DOC }

(The ownership of the PCIG Property is more particularly set forth in the Pole Canyon Master Development Plan.) Plats A, B and C of the existing White Hills Subdivision (collectively "White Hills Subdivision"), the White Hills Country Estates, and the property owned as of the date of this Agreement by Kenneth F. White (Parcel Nos. 86736-97 and 45320-93) (the "Kenneth White Property"), all as depicted in Exhibit 2, are included within the Annexation Property, but are among the parcels of property expressly excluded from the definition of the PCIG Property.

The portion of the Annexation Property which is not included as part of the PCIG Property (including but not limited to the White Hills Subdivision, the White Hills Country Estates, and the Kenneth White Property) is not owned or controlled by PCIG, and reference is made herein to such property for the sole purpose of annexing such property into the City. Such property of all other persons not signing this Agreement shall be referred to herein as the "Annexation Only Property," and is more particularly identified as Areas A through I in Exhibit 2.

Exhibit 2 is the Land Use Element of the Pole Canyon Master Development Plan, and identifies areas to be zoned by the City for development by PCIG, along with areas designated as areas A through I which are zoned for agricultural use only.

The PCIG Property, all of which is designated as part of the "Master Planned Area", will be zoned, planned and developed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Eagle Mountain City, and as more particularly set forth in the "Pole Canyon Master Development Plan," which Plan includes this Agreement as the Master Development Agreement, together with all Exhibits to this Agreement.

The PCIG plans to develop the PCIG Property by emphasizing the natural environment of the Master Planned Area, with trails, parks, and other open space, and

further has a goal of carefully and responsibly managing natural resources located within the area, while putting such resources to full beneficial use, including without limitation, agricultural uses, land and water. Without limiting the generality of the foregoing, the Master Planned Area has been and will continue to be planned pursuant to the following “planning goals”:

- Compliance with the laws and regulations of the City and the State of Utah
- Maintain Rural / Country Atmosphere
- Maintain Quiet, Friendly, Safe Neighborhoods
- Prioritize Trails, Parks & Open Space
- Create Active Lifestyle Neighborhoods
- Provide Access to Recreation Areas
- Plan for Quality / Managed Growth
- Provide Needed Infrastructure
- Create Local Jobs & Tax Base
- Make Appropriate Contribution(s) to Valley-wide Amenities
- Emphasize Property’s Views along with Areas Natural Environment
- Use CC&R’s and Technical Guidelines to Encourage Conservation & Eco-friendly Development
- Offer More for Less in terms of Lot Size, Amenities, Quality & Affordability

The PCIG has spent several years and considerable resources in performing master planning so that as development occurs, it can happen in a quality, well-managed fashion. The City acknowledges that proposed infrastructure master plans have been prepared by (a) AQUA Engineering, with respect to the Wet Utility Master Plan (including a Wastewater Collection and Treatment Analysis, a Water System Analysis, and a Storm Drainage Analysis) attached hereto as Exhibit 5 of the Pole

Canyon Master Plan, (b) Intermountain Consumer Professional Engineers, with respect to the Dry Utility Master Plan attached hereto as Exhibit 6, and (c) DMJ Harris, with respect to the Traffic Impact Study attached hereto as Exhibit 7 and except as the Exhibits are modified by this Agreement or City standards (the Wet Utility Master Plan, the Dry Utility Master Plan, and the Traffic Impact Study are collectively referred to herein as the proposed "Pole Canyon Infrastructure Plan". Additional master plans, studies, reports, and other information prepared by the PCIG in connection with the extensive master planning relating to the Project is attached hereto and incorporated herein as Exhibit 13, and is incorporated as part of the Pole Canyon Master Development Plan.

Without limiting the generality for the foregoing, the City and the PCIG acknowledge that, under the terms of the Pole Canyon Infrastructure Plan as revised for City approval, PCIG proposes that phasing of construction will occur on a demand basis (i.e., 4-way stop roadway intersections until anticipated densities justify roundabouts, sizing of main utility lines, etc.), with the intent of providing necessary and adequate infrastructure through justifiable phasing, in order to keep lots and homes affordable for end purchasers. Financing for Public Infrastructure and Improvements addressed in the Pole Canyon Infrastructure Plan will occur in a manner which is consistent with the terms of this Agreement and the Local District Agreement.

The Pole Canyon Master Development Plan divides the Master Planned Area (for planning purposes only) into approximately twenty one (21) geographic sub-areas referred to herein as "Neighborhood Planning Areas," "Commercial Planning Areas," and "Business Park Planning Areas" (collectively "Planning Areas"). Such Planning Areas will include portions of property within the PCIG Property designated for residential, mixed-use, commercial, business park / industrial, and/or other forms of development. The Planning Areas described in the Land Use Element at Exhibit 2 are intended to indicate the zoning, use, and vested density for each area and provide

zoning for the PCIG and the City with respect to planning and development decisions. PCIG and the City are aware of substantial infrastructure which will be needed by the City to assume responsibility for the Annexation Property and the parties have described "special conditions" in paragraph 18 herein to meet the reasonable needs of the City and its citizens.

The City and the PCIG wish to define the rights and responsibilities of the parties with respect to the development of the land and funding for public improvements in the PCIG Property, pursuant to the Pole Canyon Master Development Plan, which Pole Canyon Master Development Plan is approved by the City pursuant to this Agreement.

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

1. Conditions to Obligations. The obligations of the PCIG and the City hereunder are contingent upon and subject to the satisfaction of each of the following conditions.

1.1. Annexation. The Annexation Property shall have been annexed into Eagle Mountain City in accordance with Utah's annexation statute (*Utah Code Ann. §§ 10-2-401 et seq.*), and the City's annexation policy plan, as the same shall be amended. The City acknowledges that the PCIG, together with other persons not parties to this Agreement, have filed and the City has accepted two (2) Petitions for Annexation with the City relating to the Annexation Property. The City shall annex the Annexation Property in accordance with the laws of the State of Utah and the policy and review process created by the City for this Annexation and Annexation Petitions.

1.2. Zoning . The PCIG Property and the Annexation Only Property, upon the City's grant of annexation, shall be zoned in accordance with the Land Use Element of the Pole Canyon Master Development Plan, attached hereto as Exhibit 2. In order to provide appropriate transitioning for the existing residents of the White Hills Subdivision, all lots in Neighborhood Planning Area 11 shall have a lot size of at least 10,000 square feet. In Neighborhood Planning Areas 1 and 3, a street with lots on both sides of the street of at least 10,000 square feet in size shall abut the existing White Hills Subdivision.

2. Pole Canyon Investment Group Representative . The PCIG represents and warrants that OWR has, by virtue of separate agreements entered into between OWR and each member of the PCIG, authority from each member of the Pole Canyon Investment Group to exercise full control and management of the entitlement and planning of the PCIG Property, including without limitation the right to represent the Pole Canyon Investment Group in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each member of the PCIG hereby acknowledges, confirms and ratifies its appointment of OWR as such member's duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such PCIG member with respect to the planning and entitlement of the PCIG Property, and the other rights, obligations, and interests of the PCIG, all as further set forth in this Agreement. Without limiting the generality of the foregoing, each member of the PCIG further acknowledges that in no case shall any member of the PCIG (except for OWR) have any rights whatsoever to exercise any control or management over the entitlements or development of any property not owned by such member. Accordingly, the City and the PCIG agree that the City shall work directly with, and is permitted by the members of the PCIG to rely upon the decisions and representations made by OWR.

3. Development of the Project . Subject to the terms and conditions of this Agreement, including but not limited to Section 5.1 below, development of the Project shall be in accordance with the City's Code in effect on the date a Development Application is filed with the City

4. Planning Areas; Development of the PCIG Property in Compliance with the Pole Canyon Master Development Plan.

4.1. Planning Areas Generally. The parties hereto acknowledge that the Pole Canyon Master Development Plan incorporates the use of geographic sub-areas, referred to herein as "Planning Areas" (including Neighborhood Planning Areas (also known as "Residential Areas"), Commercial Planning Areas and Business Park Planning Areas (also known as "Industrial Areas") for purposes relating to phasing, planning of infrastructure, financing, standards of construction, and for other similar planning and development-related purposes. Notwithstanding anything herein to the contrary, the PCIG and the City agree that the boundaries of the Planning Areas set forth in the Pole Canyon Master Development Plan may be modified by the PCIG with prior written approval of the City based upon changes to community layout and infrastructure planning, market conditions, and for other similar reasons. It is anticipated that, in addition to the Technical Guidelines, as each Planning Area is planned and developed it will have its own "sub" technical guidelines relating to more Planning Area-specific General Development Standards and other development guidelines for such Planning Area, provided that such Planning Area Technical Guidelines shall be consistent with and subject to the Technical Guidelines. Modifications to Planning Area boundaries may involve amendment of the Pole Canyon Master Development Plan and re-zoning of the lands to be included within new Planning Area boundaries if the

boundary change creates a change in use or increase in density of the land to be included in the revised boundary.

4.2. Phasing. The City acknowledges that the PCIG, future assignees of the PCIG, and/or Subdevelopers who have purchased Parcels within the PCIG Property will develop the PCIG Property in phases. The Planning Areas will serve as general phasing boundaries for phases of the Project, although no sequential phasing is implied by the numbering set forth in the Pole Canyon Master Development Plan. 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. PCIG acknowledges that the primary motivation for the annexation of the Annexation Property by the City is the Commercial and Industrial development Plan for the Business Park Area. The timing, sequencing, location and phasing of the Project, including but not limited to construction of water and storm drain systems, parks, and other public infrastructure and city-wide improvements, shall be as determined by the PCIG in its reasonable business judgment and discretion, and consistent with the Infrastructure Plan and Local District Agreement previously approved by the City Council. Furthermore, the parties acknowledge and agree that the Public Infrastructure and Improvements are to be installed in accordance with the initial phasing requirements for the Project, as set forth in the Infrastructure Plan and the Local District Agreement, and as may be required as development within phases proceeds. In this regard, it is anticipated that the Infrastructure and Financing Plans may be amended and/or updated by the PCIG and the City as phasing is modified and planning occurs by the PCIG, and as a result, the PCIG and the City agree to cooperate in good faith with respect to continued master planning and implementation of such master plan(s) consistent with the public interest.

4.2.1. Arterial Road Corridor. The PCIG and the City acknowledge that, pursuant to traffic studies conducted by traffic engineers on the existing State Road 73, such State Road has additional capacity to service a portion of the additional traffic caused from development of the Project, but that as development of the Project continues, construction of an additional arterial road corridor (currently referred to in the Pole Canyon Master Development Plan as “Pole Canyon Boulevard”) will become necessary. To this end, the City and the PCIG agree that Pole Canyon Boulevard (or such other alternate access approved by the City) will be constructed when traffic volumes on State Road 73 are increased as a result of the development of the Project by either 655 vehicles per PM peak hour (for northbound traffic), or 718 vehicles per PM peak hour (for southbound traffic), as determined by a study performed by a licensed traffic engineer. As development proceeds, the City may require additional traffic studies to assess the traffic impact of any application for development approval. If the result of a traffic study required by the City indicates that the traffic volumes defined above may be exceeded by the relevant applications, if approved, and Pole Canyon Boulevard (or other alternate access approved by the City) has not been completed, the application may be denied by the City or stayed pending the completion of Pole Canyon Boulevard or an alternate access approved by the City.

4.3. Project Maximum Density. At Buildout of the Project, the PCIG shall be entitled to have developed the Maximum Residential Units (including the densities identified in the Land Use Element attached as Exhibit 2 on a Neighborhood Planning Area basis), and to have developed the other Intended Uses as specified in the Pole Canyon Master Development Plan, provided that

PCIG has complied with applicable provisions of the City's Code. Notwithstanding anything to the contrary herein, any City ordinance, amendment to the City's 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 the PCIG's rights to develop the vested densities set forth in the Land Use Element, 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 PCIG Property (or modified to the extent necessary to permit the PCIG to develop the vested densities set forth in the Land Use Element), unless the Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance, amendment or standard to the PCIG Property. Furthermore, no future ordinance or amendment to the City's Code shall materially increase the amount of exactions or dedications vested in the PCIG under this Agreement and the Pole Canyon Master Development Plan, unless such exactions are required to provide services to the PCIG Property. The City makes no guarantee or warranty that the entitled Maximum Residential Units can be achieved, and the parties acknowledge that as development progresses certain market, infrastructure, and/or other similar constraints beyond the control of the parties may be presented which could prevent the practical use of all vested densities granted in the Pole Canyon Master Development Plan.

4.3.1. Density Transfer. Density may be transferred according to the Density Allocation Exhibit attached hereto as Exhibit 4 upon designation by the PCIG with review and approval of the City. The density in a Neighborhood Planning Area may not exceed the percentage

designated in Exhibit 4. Density transfer approval shall take place with the master development plan application by the PCIG and approval for each Neighborhood Planning Area, or along with a subdivision or site plan approval for the applicable Neighborhood Planning Area, subject to City review and approval for land use capability and compatibility with neighborhood land uses and development, provided that the aggregate Density for the PCIG Property shall not exceed the Maximum Residential Units.

4.4. Uses and Densities. Intended Uses which are allowed within one or more Planning Areas, as well as anticipated Densities for each Planning Area, are vested as shown in the Pole Canyon Master Development Plan Land Use Element and future City subdivision development standards shall respect the right of PCIG to develop up to the vested density.

4.5. Accounting for Density for Parcels Developed by the PCIG. At the recordation of a Final Plat or Commercial Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) within a Planning Area developed by the PCIG, then the member of the PCIG whose property is directly affected shall provide the City a Development Report showing any Density used with the Parcel(s) and the Density remaining with the PCIG for such Planning Area and for the remaining Project.

4.6. Accounting for Density for Parcels Sold to Subdevelopers. Any Parcel sold by the PCIG to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, the PCIG shall provide the City a Sub-

Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with the PCIG and any material effects of the sale on the Pole Canyon Master Development Plan.

4.6.1. Return of Unused Density. If any portion of the Maximum Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Density receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Residential Units shall automatically revert back to the PCIG and the PCIG shall file with the City a Development Report, but shall not be used to exceed the maximum allowable density approved in this Agreement.

5. Zoning and Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and the PCIG intend that this Agreement grants the PCIG all rights to develop the Project 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 the PCIG under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to the PCIG "vested rights" as to, among other things, the density approved and land uses, as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-

9a-509 (2008) with respect to the matters set forth in this Agreement, i.e. the Project Densities and Intended Uses, except as specifically provided herein.

5.2. Term of Agreement. The term of this Agreement shall be until December 31, 2019. If as of that date the PCIG has not been declared to be in default as provided in Section 23, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until December 31, 2029. If as of December 31, 2029, the PCIG has not been declared to be in default as provided in Section 23, or if any such declared default is not being cured as provided therein, then this Agreement shall be further automatically extended until December 31, 2039.

6. Approval Processes for Development Applications.

6.1. Processing Under City's Code. Approval processes for Development Applications shall be as provided in this Agreement, the Pole Canyon Master Development Plan, and the City's Code,. Each Neighborhood Planning Area shall be required to submit and obtain approval of a master development plan for the relevant area before development approval in the Neighborhood Planning Area is granted in any form by the City. Development Applications shall be approved by the City if they comply with the Existing Applicable Building Codes and the City's Code in effect on the date the Application for development approval is filed with the City. Nothing in this Section 6 shall be construed to require the PCIG or any Subdeveloper to obtain further City zoning approval with respect to a Parcel's Intended Use or Density as set forth in Exhibit 2, or rights granted to the PCIG herein, provided that such Development Applications comply with the terms set forth in this Agreement and the Pole Canyon Master Development Plan, the applicable

neighborhood master development plan and the City's Code in effect on the date of the Application for development approval.

6.2. City's Cooperation in Processing Development Applications. The City and each Development Applicant, including PCIG shall cooperate reasonably in promptly and fairly processing Development Applications.

6.3. [Intentionally Omitted.]

6.4. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, "threatened and endangered species" and other similar matters which are not required by the City's Code to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant.

6.5. City Denial of a Development Application. If the City denies a Development Application, the City shall specify in writing in reasonable detail the reasons the City believes that the Development Application is not consistent with this Agreement and/or the City's Code.

6.6. Meet and Confer regarding Development Application Denials. The City and Applicant may meet within a reasonable time after denial of a Development

Application to review the issues specified in the denial of a Development Application.

6.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, the PCIG may appeal any such denial through the appropriate procedures for such a decision.

7. [Intentionally Omitted.]

8. Open Space and Trails Requirements. In the Development Application for each separate Parcel, the Applicant shall designate the land required for Open Space and/or Trails as provided in the Pole Canyon Master Development Plan and the City's Code (to the extent not inconsistent with the Open Space and/or Trails Exhibit attached hereto as Exhibit 8) and the Applicant shall be required as a condition of approval to dedicate and construct required trail segments.

8.1. Regional Parks. City and the PCIG anticipate that Regional Parks will need to be constructed on portions of the PCIG Property according to the Parks and Open Space Master Plan. The PCIG shall cooperate with the City in the siting, planning, design and financing of the Regional Parks, and such Regional Parks shall be proposed by the City for identification in the City's capital facilities plan. The PCIG and the City shall provide for the acquisition of such property, whether through dedication of the necessary property to the City in exchange for credits against Impact Fees or reimbursement for excess capacity required by the City, and/or through other methods.

8.1.1. Lagoon Property. The PCIG shall construct a specialized Recreation Area (which the parties acknowledge may be treated by the City as a regional park, and incorporated as part of the City's capital facilities plan) on property currently consisting of a lagoon(s) or another site proposed by PCIG and approved by the City, which lagoon property shall be sold to OWR by the City for a purchase price equal to \$218,000 less all of the cash received by the City from WHSSD pursuant to the WHSSD Agreement, provided that in no event shall the purchase price paid by OWR for the lagoon property exceed \$130,000. The purchase price shall be payable in a single lump sum at closing. Closing shall occur within thirty (30) days after notice from the City to the Buyer that the sale shall be closed. The City shall convey the property "as is", without warranty, by quit claim deed subject to all encumbrances of every kind of record or which are observable on the property as of the date that the City obtains title to such property from the WHSSD, but excluding any encumbrance of record or observed on the property by or as a result of actions (or inactions) of the City prior to transfer to OWR. OWR and the PCIG have inspected the property and are fully informed about the use of the property by the WHSSD. Certain changes to the property may be required to facilitate the termination of the use of the property as a sewer lagoon. OWR may elect to purchase title insurance at OWR's expense. Failure of OWR to close the purchase of the property shall be considered a default in the terms of this Agreement by the PCIG. Notwithstanding the foregoing, the PCIG may propose a change of location of such Area, provided that the size of the facility is equal to or greater than the size of the current proposed use to be located on the lagoon property and that the lagoon is fully decommissioned at the expense of PCLD prior to the date of public use.

8.2. Rodeo Grounds. The PCIG shall cause to be subdivided and dedicated to the City as a specialized Recreation Area (which the parties acknowledge may be treated by the City as a regional park, and incorporated as part of the City's capital facilities plan as further set forth below) a Parcel of approximately twenty (20) acres within the PCIG Property, for the purpose of a public rodeo grounds; provided, however, that the PCIG will develop the rodeo grounds as an amenity by the earlier of (a) the date on which the aggregate market value of the PCIG Property (as determined by the Utah County Assessor's office) is equal to or greater than \$250 million, or (b) June 1, 2015, unless such deadline is extended at the request of the PCIG (at the discretion of the Council), considering whether an adequate demand exists within the City for such rodeo grounds at the time of the request. The rodeo grounds to be constructed shall include: a gravel parking area, one (1) rodeo-equipped riding arena, holding pens, bleachers for five hundred (500) spectators, one (1) separate riding ring or warm-up pen, lighting for the riding areas and security lighting for the parking area, restrooms (4 stalls for men and 6 stalls for women), and concession areas. This area will also be capable of hosting a high school rodeo and will include the following: lighted secondary "warm-up" arena with bleacher seating for at least two hundred (200) people, restroom facilities, concession area(s), parking, and other amenities as may be necessary to host a high school rodeo at a minimum standard. The currently anticipated location of such rodeo grounds is identified in the Pole Canyon Master Development Plan. The improvements provided with respect to the rodeo grounds may be publicly financed through the Pole Canyon Local District. The City agrees to consider incorporating the proposed rodeo grounds into the City's Capital Facilities Plan for cost reimbursement or impact fee credit, with respect to the costs associated with such rodeo grounds, if considered and approved in the City Impact Fee process. The rodeo grounds dedicated to the City shall be consistent with the design and construction quality of rodeo grounds and facilities of similar sizes located

within the State of Utah. The City shall be required to maintain such rodeo grounds following dedication, and shall also be required to pay for any costs associated with "up-sizing" the rodeo grounds or facilities beyond that which is described in this Section.

8.3. Interim Equestrian Facility. The PCIG agrees to provide for the City's use and enjoyment on or before May 1, 2010, the equipment and temporary facilities for an interim equestrian facility (for use prior to the completion of permanent rodeo grounds as provided in Section 8.2 above) to be located at the existing Pony Express Park (which location shall be provided by the City at no cost to the PCIG). Such interim facilities shall include the riding arena and bleacher seating that will later be moved and used as the "warm-up" arena at the permanent rodeo grounds. This arena will be sufficient in size, construction and equipment, to host barrel racing, roping, and other equestrian and horse-related events, excluding bull riding, bronc riding, and other "rough stock" events, with movable bleacher seating for two hundred (200) spectators (with additional temporary seating for three hundred (300) additional spectators provided for the Pony Express Sesquicentennial event). The City agrees to provide reasonable and adequate liability insurance relating to the public use of the interim equestrian facility, and to obtain customary liability releases signed by rodeo participants, in favor of the City and the PCIG. The City agrees to release, indemnify and hold the PCIG harmless from and against all claims, including but not limited to personal or bodily injury, damage to property, or otherwise, arising from or relating to the public's use of the interim equestrian facility, except to the extent caused by the negligence of the PCIG."

8.4. Creation of Open Space and/or Trails. Open Space and/or Trails shall generally be created and/or dedicated by means of a Subdivision or a Commercial Site Plan to which the Open Space and/or Trails are either internal

or contiguous. The City acknowledges that it may not be in the interest of either the City, the PCIG, assignees of the PCIG or Subdevelopers to always dedicate Open Space and/or Trails on such a contiguous basis which may result in constructing and/or designating incremental, small, unusable parcels of land. Therefore, each Development Application approval shall provide for the designation and/or construction of Open Space and/or continuous Trails in such amounts as are determined to be appropriate by the City considering:

8.4.1. The amounts and types of Open Space and/or Trails proposed in the Application and provided on the portions of the Project previously developed;

8.4.2. The amounts and types of Open Space and/or Trails proposed in the Application and remaining to be designated and/or constructed pursuant to the Pole Canyon Master Development Plan; and

8.4.3. If the development Application is for development of a commercial or industrial parcel, the amount and nature of the land and the types of land uses proposed by the Development Application.

8.5. Public Access to Open Space and/or Trails. Unless otherwise provided in the approval of a Development Application (such as for an amenity in the control of a Homeowners Association for the exclusive benefit of the members of the Homeowners Association, or with respect to private property subject to a deed restriction or other restrictive covenant as approved by the City), the public shall have access to all Open Space and/or Trails whether the same are dedicated to the City or to some other entity. Notwithstanding anything to the contrary herein, the PCIG and the City anticipate that the PCIG shall phase out

the existing "ATV" trail system located on the PCIG Property as the master trail system is completed.

8.6. Accounting for Open Space for Parcels Developed by the PCIG. The Open Space requirements for the Project are as set forth in the Pole Canyon Master Development Plan, and such requirements must be met by compliance with the City Open Space and/or Trails standards as set forth in the City's Code to the extent not inconsistent with the Open Space and/or Trails Exhibit attached hereto as Exhibit 8. In this regard, the City Standards require 178 total acres of Open Space, including 27 total acres of regional Parks, 71 acres of Community Parks and 62 acres of Neighborhood Parks. The Open Space Standards require approximately 17.7 acres of pocket parts and off-street trails as proposed by PCIG or its successors in interest during the planning process in compliance with the City Master Parks and Open Space Plan. The general location of Open Space and Parks is designated on Exhibit 8 for Regional and Community Parks. Regional and Community Parks must be dedicated and improved as required by City Standards and phases based on the development of adjoining plats. At the recordation of a Final Plat or Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) within a Planning Area developed by the PCIG, the PCIG shall provide the City an Open Space Report showing any Open Space planned for development with the Parcel(s) and the Open Space requirement remaining with the PCIG for such Planning Area and for the remaining Project. The Open Space requirement for the Project may be met by either the "master" Open Space and/or Trails, or the Open Space and/or Trails found exclusively in individual Planning Areas, Parcels and/or Subdivisions. The City will not record any plat if the required Open Space and/or Trails relating to the applicable property have not been dedicated to the City at, or prior to the recordation of, each proposed plat or Commercial Site Plan.

8.7. Accounting for Open Space for Parcels Sold to Subdevelopers. Any Parcel sold by the PCIG to a Subdeveloper shall include the transfer and delegation to such Subdeveloper of a specified portion of the City's Open Space requirement found in the City's Code. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, the PCIG shall provide the City a "sub" Open Space Report showing the amount of Open Space planned for the particular Parcel(s), and the amount of the Open Space requirement under the City standards transferred and delegated with the Parcel(s).

8.7.1. Credit for Additional Open Space. If any portion of the PCIG Property purchased by a Subdeveloper is designed and constructed such that there is a greater amount of Open Space in such portion of the PCIG Property than what is required under this Agreement and the Technical Guidelines for the Planning Area, then the excess Open Space planned and constructed by such Subdeveloper shall automatically be credited towards the Open Space requirement for the Planning Area. In such event, the PCIG shall file with the City an Open Space Report to notify the City of such credit.

8.8. Notice to City. Upon the initial filing of any Development Application in which Open Space, Local Parks and/or Trails are located, the PCIG and/or Subdeveloper shall provide separate written notice to the City of its intent to dedicate the proposed parcels of Open Space and/or Trails as a part of the final recorded instrument approving the Development Application. Notice shall be provided to the Mayor, Planning Director and City Engineer and shall include a current title report and statement of all ad valorem taxes due. Within sixty (60) days of receipt of the Notice, the City shall make an initial determination

whether the City intends to accept dedication of the Open Space and/or Trails or the City will accept the proposed designation on conditions specified in the determination. If the City does not intend to accept dedication of the Open Space and/or Trails the City shall notify Applicant of its decision. The City's notification that it does not intend to accept dedication of the Open Space and/or Trails shall constitute a waiver of its right to receive an outright conveyance of fee title to that parcel. If the City does not exercise this option, such Open Space and/or Trails shall be offered to Utah County, a conservation organization, a Homeowners Association or another similar designated entity reasonably acceptable to the City.

8.9 Dedication of Open Space and/or Trails. Dedication of the Open Space and/or Trails to the City shall be by plat recordation or by dedication by deed acceptable to legal counsel for the City from the PCIG or a Subdeveloper which shall be without any financial encumbrance or other encumbrance (including easements) or property taxes, or which interfere with the use of the property for Open Space and/or Trails in the judgment of the City. ATV trails and equestrian trails are depicted on Exhibit 4 and are included within the Open Space and/or Trails required to be dedicated to the City.

8.10 Maintenance of Open Space and/or Trails. Upon acceptance by the City of the proffered Open Space and/or Trails and after formal possession, the City shall be responsible for maintaining the Open Space and/or Trails after final inspection, acceptance of the improvements to the Open Space and/or Trails, if any, and expiration of the applicable warranty term. If the Open Space and/or Trails are dedicated to an entity other than the City then the dedication shall provide for maintaining the Open Space and/or Trails in a manner to be reasonably acceptable to the City.

8.11. Tax Benefits. The City acknowledges that the PCIG intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. The PCIG shall have the sole responsibility to claim and qualify for any tax benefits sought by the PCIG by reason of the foregoing. The City shall reasonably cooperate with the PCIG to the extent reasonable under law to allow the PCIG to take advantage of any such tax benefits.

9. Infrastructure and Improvements.

9.1. Design and Construction of Public Infrastructure and Improvements. The City and the PCIG acknowledge that significant On-Site Infrastructure, Off-Site Infrastructure, Backbone Infrastructure and other System Improvements, and other related improvements (collectively "Public Infrastructure and Improvements") are required in connection with the development of the PCIG Property, including without limitation: (a) main and ancillary roadways, (b) traffic signals, (c) sewer, water and storm drainage systems, treatment plants, and other facilities, (d) utility (including power, gas, telephone, and fiber optics) systems, facilities, and plants, (e) public buildings, centers, pavilions, and other facilities, and (f) Open Space and/or Trails. The nature and type of Public Infrastructure and Improvements are more particularly set forth in the Pole Canyon Infrastructure Plan as revised in subsequent planning and reporting documents. The City and the PCIG shall cooperate in good faith to design, construct and/or acquire the Public Infrastructure and Improvements. The City shall consider all complete Development Applications and issue all permits reasonably necessary for the construction of the required Public Infrastructure and Improvements, provided that such issuance is consistent with the City standards as provided in the City's Code.

9.2. No Additional Off-Site Infrastructure Requirements. The City shall not, directly or indirectly, charge the PCIG, its affiliates or successors, Subdevelopers or the PCIG Property any development fees, Impact Fees, sewer capacity or hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure for the development of the Project except as may be otherwise allowed by law.

9.3. Pole Canyon Local District. The City acknowledges that the PCIG has previously facilitated the creation of a local district relating to the PCIG Property through Utah County (the "Pole Canyon Local District"). The Certificate of Creation establishing the Pole Canyon Local District pursuant to Utah Code Ann. § 17B-1-215 was executed by the lieutenant governor on June 23, 2009. The Pole Canyon Local District, as currently established, is comprised of the entire PCIG Property (which property excludes the White Hills Subdivision, the White Hills Country Estates, the Wilson Commercial Property and any property within the Master Planned Area not currently owned by OWR and GSFJV, LLC), as more fully depicted in the Local District Maps attached to and incorporated as Exhibit 9 of the Pole Canyon Master Development Plan. The Pole Canyon Local District is governed by representatives of PCIG and has been created for the purpose of financing and construction of up to four (4) services for each Local District permitted under Section 17B-1-202 of the Local District Act, including transportation (such as public transit and providing streets and roads, curb, gutter, and sidewalk), public recreation, sewer, water and storm drainage systems, and electric utilities systems. The parties hereto acknowledge that the Pole Canyon Local District acting only with the prior written approval of the City, will finance, construct, dedicate, and convey to the City (a) certain sewer lines and facilities, pursuant to and within the timing provided in the Agreement between the WHSSD and the City dated December \_\_\_\_, 2009, a copy of which is attached hereto and

incorporated herein as part of Exhibit 10 (the "WHSSD Agreement"), and (b) certain other Public Infrastructure and Improvements, pursuant to an Agreement between the Pole Canyon Local District and the City dated December \_\_\_\_, 2009, a copy of which is attached hereto and incorporated herein as part of Exhibit 11 (the "Local District Agreement"). As more fully set forth in the WHSSD Agreement and the Local District Agreement, it is contemplated that all of the Public Infrastructure and Improvements financed and constructed by the Pole Canyon Local District shall be approved and inspected by the City and dedicated to the City, free and clear of all liens and encumbrances, and that the PCIG shall be granted Impact Fee credits and reimbursements, if and when applicable, in consideration of its obligations to the Pole Canyon Local District. The Pole Canyon Local District financing does not modify or remove the obligation of PCIG or its successors in interest to complete all of the required public infrastructure required for development approval, subject to the issuance to the PCIG (or to its successors in interest) of impact fee credits and/or reimbursements for System Improvements if applicable. Therefore, regardless of whether or not the City decides to engage in financing of any kind or the use of tax increment payments as incentives to development, the parties understand and agree that the primary obligation for construction and financing of all infrastructure in the Project is the responsibility of PCIG and PCIG, or its successors in interest, is required as a condition of annexation, zoning and development approval to complete all public improvements and infrastructure without financial contribution from the City.

9.4. Special Assessment Area. As more fully set forth in the Local District Agreement, it is contemplated that Special Assessment Areas ("SAAs") will be considered by the City pursuant to the SAA Act, in the sole discretion of the Council for the purpose of providing financing for the construction and/or acquisition of certain of the Public Infrastructure and Improvements, as more

particularly set forth in the Local District Agreement and in the exclusive discretion of the City. It is anticipated that such SAAs may be established by the City and/or the Pole Canyon Local District for all purposes allowed by law, as more particularly set forth below and in the Local District Agreement.

9.4.1. Establishment by City of SAAs for Certain Improvements. The City shall work in good faith and in accordance with the Local District Agreement and in the sole discretion of the Council to establish when feasible and financially appropriate, one or more SAAs for (a) construction of utilities which are not included within the scope of the Pole Canyon Local District (including but not limited to natural gas, power), and (b) Public Infrastructure and Improvements which provide benefit to other parties in addition to the PCIG, and to other property besides the PCIG Property (and in such event, the area subject to the SAA should include all such benefited properties). Without limiting the generality of the foregoing, and as more particularly set forth in the Local District Agreement, the City may consider, in the sole discretion of the Council the establishment of an SAA to finance some or all of the following public improvements which may be required as a condition of Annexation in the initial phase of the development of the Project: (i) repairs/upgrading to the "White Hills Deficiencies" as outlined in the White Hills Infrastructure Report prepared by Horrocks Engineering, not to exceed \$350,000, and (ii) improvements required in connection with the WHWC water system being transferred to the City pursuant to the WHWC Transition Agreement (the "WHWC System Repairs"); as more fully set forth in the Pole Canyon Master Development Plan. The PCIG agrees to consent to the establishment of an SAA pursuant to this Section, and to execute an Acknowledgment Consent and Waiver and waive its protest rights and rights to a hearing with respect to the

establishment of an SAA, provided that the purpose of the SAA shall be consistent with the terms described in this Section. With respect to the WHWC System Repairs, the parties acknowledge that the PCIG will advance funds to make certain WHWC System Repairs, as more fully set forth in the Local District Agreement, and that the remaining WHWC System Repairs will be financed from proceeds of the sale of the SAA bond issued pursuant to this Section, all as more particularly set forth in the Local District Agreement and the WHWC Transition Agreement.

9.4.2. Fire Station. The parties acknowledge that the City may propose when financially feasible and when a sufficient demand is present the construction of a fire station on the PCIG Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of SAA bonds or otherwise. The site of the proposed fire station is depicted on Exhibit 2. At the request of the City, PCIG shall survey the fire station property and shall convey the real property identified in the survey to the City. The fire station property shall be conveyed by the PCIG to the City without cost to the City.

9.4.3. White Hills Park. The PCIG agree that Phase One of the White Hills Park (as more particularly described and identified in Exhibit 13.8) shall be completed on or before the one (1) year anniversary of the date of this Agreement. The parties acknowledge that it is currently contemplated that Phase One of the White Hills Park improvements will be financed by the Pole Canyon Local District. Upon completion, the White Hills Park property (including completed phases thereof) shall be conveyed by the PCIG to the City without cost to the City.

9.5. Community Development Area / Economic Development Area. The City acknowledges that the Pole Canyon Master Development Plan includes the planning of the construction of a substantial business park, which business park is anticipated to increase sales of property, economic activity, job growth, and tax revenues over the long term for the benefit of the City and PCIG. Among other reasons, and in an effort to induce and attract businesses to locate within the business park of the Master Planned Area, the City will consider upon the PCIG's request, the inclusion of the Business Park in the Redevelopment Area and Plan for the City including establishment of an Economic Development Area ("EDA") and/or a Community Development Area ("CDA"), pursuant to Title 17C of the Utah Code, which area(s) will include all or a portion of the PCIG Property intended for commercial, industrial, and/or commercial agricultural related services. The City agrees to consider assisting the PCIG in facilitating, negotiating, and obtaining necessary consents to the budget and terms of such EDA and/or CDA formed in connection with the PCIG Property, with tax entity committee(s) and/or other taxing entities, as applicable, which would be impacted by such tax increment financing.

9.6. Capital Facilities Plan and Impact Fees.

9.6.1. Preparation and Adoption of Capital Facilities Plan and Impact Fee. The City hereby agrees upon execution of this Agreement, to promptly initiate and schedule amendments to the City's current capital facilities plan with respect to the Public Infrastructure and Improvements to be financed with the assistance of the City. The City and the PCIG acknowledge that significant studies have previously been

performed by AQUA Engineering and other engineering consultants retained by the PCIG with respect to the consideration of certain Backbone Infrastructure and other System Improvements, and such studies have been useful in the City's preparation of amendments of the City's Capital Facilities Plan (but such studies will not be adopted as amendments to the City Capital Facilities Plan). Upon completion and approval by the City of an amended capital facilities plan, the City further agrees to consider an Impact Fee ordinance with respect to the facilities described in the Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting PCIG, if applicable.

9.7. Construction Prior to Completion of Infrastructure. Anything in the City's Code notwithstanding, but subject to the requirements for fire protection, the PCIG may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, homes shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as PCIG is not in default of its obligations under this Agreement and such installation is secured consistent with the City's Code and the provisions of this Agreement.

9.7.1. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.

10. Cable TV/Fiber Optic Service. Upon application to the City and approval of a Franchise Agreement for such facilities, the PCIG may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. The PCIG may contract with any cable TV/fiber optic provider of

its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with the PCIG or its successor in interest.

11. Enforcement of Technical Guidelines and CC&R's. The Design Review Committee, with respect to the Technical Guidelines and the Master CC&R's, and the Homeowners Association(s), with respect to the "sub" CC&R's, will be responsible for the implementation, enforcement, and amendment of such Technical Guidelines, and/or CC&R's, as applicable. The City shall not be responsible for the enforcement of private agreements or CC&R's.

12. Payment of Fees.

12.1. General Requirement of Payment of Fees. The PCIG and/or a Subdeveloper shall pay to the City all fees in amounts and at times specified in the City's Code.

12.2. Infrastructure Built by the PCIG. Upon application to and approval of the City, the PCIG or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure specified in the Pole Canyon Infrastructure Plan which are System Improvements. The City shall comply with Utah Impact Fee law.

12.3. Reimbursement for "Upsizing". The City shall not require the PCIG to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the PCIG are made to compensate the PCIG for the pro

rata costs of such upsizing. Compensation to the PCIG for any “upsizing” of the public improvements shall be agreed to by the PCIG and the City as a part of the Pole Canyon Financing Plan.

13. Permits; Security for Improvements.

13.1. Building Permits. No Building Permit shall be issued by the City for construction in the PCIG property, unless PCIG or its successor has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant project or proposed construction. Except as set forth in any provision of the City’s Code, no buildings, improvements, or other structures shall be constructed within the Project without the PCIG and/or a Subdeveloper first obtaining an appropriate Building Permit(s), and/or grading and excavation permits, as applicable. The PCIG and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a Subdivision Site Plan if the PCIG and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.

13.2. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, the PCIG or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the PCIG or a Subdeveloper in seeking to secure such permits from other governmental entities.

13.3. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the City using forms for cash escrow or surety approved by the City Attorney. Any such security shall be, at the PCIG's request, partially released pro rata as work proceeds, to a maximum of ninety percent (90%). Upon Substantial Completion of the On-Site or Off-Site Infrastructure, as certified by the PCIG's engineers, the remainder of such security, except ten percent (10%) as security for a one (1) year warranty against defects in materials and workmanship, shall be released. At the end of the one (1) year warranty, unless the PCIG has been notified by the City of any repairs required under the warranty, the remaining security shall be released to the PCIG upon the City's determination that there are no further warranty repairs required. Unless otherwise required in a subsequent Development Agreement, no security shall be required for any improvements that are not designated to be dedicated to the City, nor for any improvements that are constructed by a public or quasi-public entity, including but not limited to the Pole Canyon Local District.

13.4. Separate Security for Landscaping. Security for the completion of those items of landscaping that are weather dependent shall be provided as required by the City's Code.

14. Dedication of Public Improvements. The PCIG agrees that all of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this Agreement or otherwise, and shall be subject to City requirements for the payment of property taxes, inspections and approval before acceptance by the City. The City agrees to accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

15. City's Obligations. Subject to the PCIG's performance of its obligations hereunder, and consistent with the terms and conditions provided herein, the City agrees that it shall provide the PCIG Property with standard municipal services in compliance with state laws and City Ordinance to the level of service feasible under City staffing and budgeting constraints, which level of services the City provides from time-to-time to other residents and properties within the City including but not limited to, garbage, snow removal, police, fire protection and other emergency services. Such services shall be provided to the PCIG Property on a reasonable basis, at reasonable levels, and on reasonable terms, conditions and rates, as appropriate under the circumstances, given the location of the property and prior, pre-existing conditions of the PCIG Property and subject to the conditions set forth above.

16. Water.

16.1. Generally. The parties acknowledge that the methodology for acquiring, utilizing, and otherwise managing the water issues relating to the Project has been studied at length, and is more fully summarized and set forth in the Pole Canyon Infrastructure Plan. The PCIG and the City also desire to cooperate in implementing techniques and methodology (for example, through implementation of restrictive covenants limiting residential water use) which emphasize the natural environment of the area and which encourage and promote the efficient use, maintenance and management of water resources, including without limitation through water-efficient landscaping and streetscaping, water-use reduction and/or reuse, and/or other innovative methods which are intended to manage water use in reasonable, cost-effective ways. In light of the foregoing, the PCIG and City agree that the PCIG Property shall be developed in accordance with and subject to the water right requirements which are incorporated in the City standards for dedication or contract fees in effect at the date of a Development Application.

16.2. Transfer of Water Rights, Water Sources, Water Storage, and Water Distribution Systems. The parties further acknowledge that the PCIG is currently negotiating with the City, WHWC, WHSSD, and the Pole Canyon Local District to secure sufficient water (and water systems) for the development of the PCIG Property. It is presently contemplated that (a) the City will request water for the Project from CUWCD through the CWP project when the City and PCIG conclude an agreement for such water, and (b) the WHWC will transfer its water rights to the City in exchange for water right banking credits in favor of OWR for the water rights approved as directed by the City and/or reimbursements in favor of OWR for the excess capacity in the water sources, water storage and water distribution systems benefiting the PCIG Property, with such transfer occurring pursuant to that certain White Hills Water Company Transition and Acquisition Agreement dated December \_\_\_\_, 2009, a copy of which is attached hereto as part of Exhibit 12 (the "WHWC Transition Agreement"). The City understands that any such transfer of water rights, water sources, water storage and water distribution systems may occur incrementally and in phases, and that the City may enter into a separate agreement to operate any water systems not previously transferred to the City. Any Impact Fees or related fees collected by WHWC and/or WHSSD, and not previously used for appropriate improvements or operations, will also be transferred to the City upon transfer of the system improvements, or portions thereof, to the City, to the extent that such Impact Fees or other fees relate to the portion(s) of the system improvements being transferred.

16.3. Additional Water Tank Property. If reasonably necessary for the planning and development of the Master Planned Area, the City agrees to consider initiating the acquisition of permits or property rights necessary to permit the installation of additional water tanks and distribution lines west of

the PCIG Property, which property is presently owned by the U.S. Bureau of Land Management, pursuant to the filing of a request for public purpose.

17. Rocky Mountain Power. Rocky Mountain Power currently provides electrical service to the Annexation Property. The City cannot furnish electrical utility services to consumers in the Annexed Property without receiving consent from Rocky Mountain Power to do so and without reimbursing Rocky Mountain Power for the value of the facilities owned by Rocky Mountain Power which the City must acquire in the Annexation Property. Rocky Mountain Power is preparing an inventory of the facilities in the Annexation Property and the relative value of the facilities to determine a cost that must be paid by the City to reimburse Rocky Mountain Power for the facilities. PCIG will have access to the inventory prepared by Rocky Mountain Power and may comment to the City and Rocky Mountain Power with respect to the values and resulting costs based on the inventory. The City anticipates that it will be necessary to negotiate an agreement with Rocky Mountain Power for a phased purchase of the existing electric utility facilities owned by Rocky Mountain Power before the City may begin providing electric utility services to consumers within the Annexation Property. The City agrees that it shall bear the costs paid to Rocky Mountain Power to acquire the electric utility facilities in the amounts and at the times required in the Purchase Agreement between Rocky Mountain Power and the City; provided, however, that the City shall have the right to recover such costs in full and as paid by the City from PCIG and related property owners deriving a benefit from the purchase of such facilities by the City. The City agrees to consult with the PCIG prior to making any payment to Rocky Mountain Power for the existing electric utility facilities, and to cooperate with the PCIG in making any challenge (whether through formal legal action or otherwise) to the amounts demanded by Rocky Mountain Power for such facilities.

18. Additional Easements. The PCIG shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without

limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the PCIG Property. To the extent that the PCIG's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of the PCIG, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power.

Notwithstanding the foregoing, the PCIG acknowledge that it is the responsibility of PCIG to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

#### 19. Agricultural and Agricultural Related Uses of Master Planned Area.

19.1. Generally. The City and the PCIG acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that the Pole Canyon Master Development Plan contemplates that such agricultural and agricultural related uses may continue in portions of the PCIG Property. Agricultural and agricultural related uses which continue under the terms of this Agreement may not be expanded or enlarged beyond the scope of operations in place as of the date of this Agreement and shall not be changed, unless the change is consistent with the Master Development Plan for the Pole Canyon area. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Code.

19.2. Agricultural Use Prior to Development. Without limiting the generality of Section 19.1, and notwithstanding anything herein to the contrary, including the zoning and use provisions referred to herein and in the Pole

Canyon Master Development Plan, until such time as physical development and construction of the PCIG Property begins with respect to a relevant portion of such Property, the PCIG, and/or its successors, assigns, tenants, guests and invitees, shall be permitted to operate the PCIG Property for agricultural purposes, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the PCIG Property, the City will use reasonable efforts to enforce the applicable law against such trespassing parties. Nothing in this Agreement shall be construed to affect or limit any presently permitted hunting, trap and other sport hunting, on land located outside of the PCIG Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the PCIG Property.

**20. On-Site Processing of Natural Materials.** Notwithstanding anything to the contrary herein, the PCIG, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the PCIG Property such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the PCIG Property. Such natural materials may be used in the construction of infrastructure, homes, or other buildings or improvements located on the PCIG Property and other locations outside the PCIG Property. No extraction, processing or other form of mining activities shall occur within the PCIG Property unless the party performing such activities has obtained necessary permits and approvals prior to commencement of such activities from the City.

21. Future Property Which May be Included in this Agreement.

21.1. Future Property within the Master Planned Area. If the PCIG acquires any additional property in the Master Planned Area, then such future property shall be automatically included within this Agreement at the option of the PCIG, and notice of this Agreement shall be recorded in the chain of title of such property. Any such future property acquired by the PCIG may be rezoned and if the future property is included within a Neighborhood Planning Area, the Maximum Residential Units may be designated at the same density unit rate used in the adjoining area.

21.2. Future Property not within the Master Planned Area. If the PCIG acquires any additional property that is not within the Master Planned Area then such future property may be added to this Agreement if the City determines that the addition of such future property is appropriate in light of its proximity to the Project compatibility and the appropriateness of such a development pattern.

22. Special Conditions.

22.1. WHSSD Agreement. This Agreement specifically incorporates the terms and obligations of three (3) separate agreements which are found to be in the public interest and are required as conditions of annexation of the PCIG Property to the City. The City has concluded an Agreement with the WHSSD providing for the transfer of the properties and facilities of the WHSSD to the City in return for the City assuming service obligations of the WHSSD. PCIG is not a party to this Agreement; however, the Parties acknowledge that the implementation and completion of all transfers required by the WHSSD Agreement are a condition of the City providing service to PCIG properties for future development. The WHSSD Agreement is attached to this Agreement as

Exhibit 10.

22.2 WHWC Transition Agreement. WHWC is a Public Service Commission regulated water utility which is presently under common management and control as the PCIG. The WHWC Transition Agreement with WHWC is attached to this Agreement as Exhibit 12. Completion of the transfers and obligations contemplated by the WHWC Transition Agreement with the City are a condition of the City issuing a development approval as set forth in the WHWC Transition Agreement, and of the City providing any service to PCIG, its properties or developments.

22.3 Local District Agreement. Pole Canyon Local District is a local district of the State of Utah which was formed as a result of an application filed by PCIG for the purpose of providing for the financing of certain public infrastructure within the PCIG Property as described more fully in this Agreement. The Local District Agreement with PCLD and compliance by PCLD with the terms of the Local District Agreement is a material consideration for the City entering this Agreement. PCLD and PCIG, with cooperation by the City where feasible and in the sole discretion of the Council, and as more fully provided in the Local District Agreement, are responsible for the implementation of a financing plan if approved by the City for the public facilities and infrastructure within the PCIG Property. In the event public facilities and infrastructure cannot be timely financed as provided in the Local District Agreement, the City may withhold further development approvals impacted by the applicable infrastructure to be financed until the financing plan is modified by PCIG and approved by the City and implemented.

23. Default.

23.1. Notice. If the PCIG or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to the PCIG.

23.2. Contents of the Notice of Default. The Notice of Default shall:

23.2.1. Specify the claimed event of Default;

23.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

23.2.3. Identify why the Default is claimed to be material; and

23.2.4. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

23.3. Remedies. If the parties are not able to resolve the Default through good faith negotiations or through mediation (which both parties agree to submit to upon the request of the other party), then the parties may have the following remedies:

23.3.1. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance

and/or damages.

23.3.2. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

23.3.3. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the PCIG, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

23.3.4. If the cure of any alleged Default can be effectuated by the City because the alleged Default is covered by any security the City may have for the completion of a public improvement then the City may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.

23.4. Notice and Public Meeting. Except for withholding the issuance of a building permit, before any remedy in Section 23.3 may be imposed by the City the party allegedly in Default shall be afforded the right to Notice of a public meeting before the Council and shall have the right to address the Council regarding the claimed Default.

23.5. Emergency Defaults. If the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City, then the City may impose the remedies of Section 23.3 without meeting the negotiation and/or mediation requirements of Section 23.3.

23.6. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

24. Amendment. Any future amendments to this Agreement shall be in writing and signed by the PCIG (or a duly appointed agent of the PCIG, such as OWR) and a duly authorized representative of the City.

25. Assignability. The rights and responsibilities of the PCIG under this Agreement may be assigned in whole or in part by the PCIG, provided that the PCIG shall give Notice to the City of any assignment, and shall further provide such information regarding the assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. If any proposed assignment is for less than all of the PCIG's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, the PCIG shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

26. Miscellaneous

26.1. Incorporation of Recitals, Exhibits. The above Recitals and attached Exhibits are hereby incorporated into this Agreement.

26.2. Binding Effect. A short-form notice of this Agreement shall be recorded by the PCIG and the City against the PCIG Property in substantially the form

attached as Exhibit 14 of the Pole Canyon Master Development Plan. This Agreement shall be deemed to run with the PCIG Property, and 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.

26.3. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.

26.4. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

26.5. 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.

26.6. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this

Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26.7. 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 part.

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

26.9. 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 in enforcing the provisions of this Agreement, including but not limited to attorneys' fees, whether or not legal action is instituted.

26.10. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements.

26.11. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the PCIG or a Subdeveloper, the City will execute an estoppel certificate to any third party, certifying that the PCIG or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26.12. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the PCIG.

26.13. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

26.14. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to and is further certified as to being lawful and binding on the City by the signature of the City Attorney.

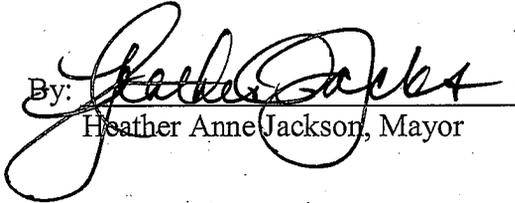
*[Signatures on Next Page.]*

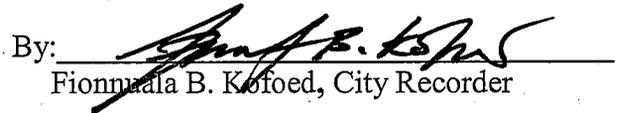
IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.

**CITY:**

EAGLE MOUNTAIN CITY, a Utah  
municipal corporation

ATTEST:

By:   
Heather Anne Jackson, Mayor

By:   
Fionnuala B. Kofoed, City Recorder



**POLE CANYON INVESTMENT GROUP:**

OQUIRRH WOOD RANCH, LLC, a  
Utah limited liability company

GSJFJV, LLC, a Utah limited liability  
company

By: Shipp Ventures, Inc., a Utah  
corporation, its Manager

By: OQUIRRH WOOD RANCH, LLC, a Utah  
limited liability company, its Manager

By:   
\_\_\_\_\_  
Nathan D. Shipp, President

By: Shipp Ventures, Inc., a Utah  
corporation, its Manager

By:   
\_\_\_\_\_  
Nathan D. Shipp, President

1046624

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## SCHEDULE ONE

### DEFINED TERMS

As used in the Agreement, the words and phrases specified below shall have the following meanings:

Act means the Municipal Land Use Development and Management Act, Utah Code Ann. §§10-9a-101, et seq. (2008).

Agreement means this Annexation and Pole Canyon Master Development Agreement, including all of the Exhibits attached hereto.

Annexation Only Property has the meaning given to such term in the Recitals to this Agreement.

Annexation Property has the meaning given to such term in the Recitals to this Agreement.

Applicant means a person or entity submitting a Development Application or other land use application with the City in connection with the PCIG Property.

Backbone Infrastructure means those improvements shown as such in the Pole Canyon Infrastructure Plan and which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Annexed Property and not merely a part of the development of any particular Subdivision or Commercial Site. Backbone Infrastructure are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36-101, et seq. (2008).

Building Permit means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure on-site infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

Buildout means the completion of all of the development on all of the Project.

Business Park Planning Area has the meaning given to such term in the Recitals to this Agreement.

CC&R's means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the PCIG Property to be recorded in the chain of title on all or a portion of the PCIG Property, and shall include the Master CC&R's and all "sub" CC&R's.

CUWCD means the Central Utah Water Conservancy District.

City means Eagle Mountain City, a Utah municipal corporation.

City Consultants means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

City's Code means the Eagle Mountain Municipal Code, which was approved by the Council on October 7, 2008, as the same may be lawfully and properly amended from time to time.

Commercial Planning Area has the meaning given to such term in the Recitals to this Agreement.

Commercial Site means a portion of the Project which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, shopping centers, business parks, or similar multi-building developments on portions of the Project for other commercial and/or industrial developments which are allowed by the applicable Zone as a permitted and/or conditional use.

Commercial Site Plan means the plan submitted to the City for the approval of the development of a Commercial Site.

Community Development Area, or CDA, has the meaning given to such term in Section 9.5.

Council means the elected City Council of the City.

Default means a material breach of this Agreement.

Denied means a formal denial issued by the final decision-making body of the City for a particular type of Development Application and does not include review comments or "redlines" by City staff.

Density means the number of Residential Dwelling Units allowed per acre in each Planning Area.

Design Review Committee shall be the committee authorized pursuant to the Technical Guidelines and/or Master CC&R's to consider and act upon all proposals or plans submitted pursuant to the Technical Guidelines. The Design Review Committee shall have such further rights and duties as are further set forth in the Technical Guidelines and Master CC&R's.

Development Application means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Site, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

Development Report means a report containing the information specified in Sections 4.6 or 4.7 submitted to the City by the PCIG for the development by the PCIG of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from the PCIG.

Economic Development Area, or EDA, has the meaning given to such term in Section 9.5 of this Agreement.

Existing Applicable Building Codes means building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code and the Uniform Fire Code, that are generated by a nationally recognized construction/safety organization, or by the State or Federal governments and are required to alleviate legitimate and bona fide harmful and noxious uses.

Final Plat means the recordable map or other graphical representation of land

prepared in accordance with Utah Code Ann. § 10-9a-603 (2008), and approved by the City, effectuating a Subdivision of any portion of the Project.

General Development Standards means the general development standards relating to the improvement of the PCIG Property, as further set forth in the Technical Guidelines prepared and utilized by the PCIG in connection with the development of the Project, including without limitation, lot configuration, coverage, sizes and types, height limitations, setbacks, building sizes, streets and streetscapes, Open Space, landscaping, storm and other utility plans, lighting, parking, and signage.

Homeowners Association(s) means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

Impact Fees means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. § 11-36-101. *et seq.* (2008).

Intended Uses means the use of all or portions of the Project for single-family and multi-family residential units, institutional and special services, utility related services, automobile related uses, retail or related uses, industrial and related uses, open spaces, parks, trails and other uses, as more fully specified in the Pole Canyon Land Use Plan included as Exhibit 2 of the Pole Canyon Master Development Plan.

Local District Act means Utah Code Ann. § 17B-1-101 *et seq.* (2008).

Local District Agreement means the certain Agreement between the PCLD and the City, as referred to in Section 9.3 and attached as Exhibit 11.

Local Park means a park that is planned and designed as an amenity to serve and necessary for the use and convenience of a particular Planning Area (or a group of related Planning Areas) and which is not a System Improvement, but is counted towards the Open Space requirement set forth in the City's Code and Technical Guidelines.

Master CC&R's means the CC&R's to be recorded in the chain of title on the entire PCIG Property.

Master Planned Area has the meaning given to such term in the Recitals to this Agreement.

Maximum Residential Units means the development on the PCIG Property of a number of Residential Dwelling Units equal to the sum of all of the number of Residential Dwelling Units associated with each Neighborhood Planning Area for purposes of this Agreement, as further identified on the Pole Canyon Master Development Plan.

Neighborhood Planning Area has the meaning given to such term in the Recitals to this Agreement.

Non-City Agency means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project, including without limitation, county or state governmental or quasi-governmental entities charged with oversight for transportation, health, safety, utilities, and so forth.

Notice means any notice to or from any party to this Agreement that is either required or permitted to be given to another party.

Off-Site Infrastructure means those items of public or private infrastructure which may be specified in the Pole Canyon Infrastructure Plan, and which are necessary for development of the PCIG Property such as roads, utilities, and other infrastructure and improvements set forth in Section 9.1, that are not on the site of any portion of the PCIG Property that is the subject of a Development Application.

On-Site Infrastructure means those items of public or private infrastructure specified in the Pole Canyon Infrastructure Plan or as a condition of the approval of a Development Application that are necessary for development of the PCIG Property, such as roads, utilities, and other infrastructure and improvements set forth in Section 9.1, that are located on that portion of the PCIG Property which is subject to a Development Application.

Open Space means those areas, whether publicly or privately owned, (a) without any buildings or other physical improvements, except those customary and/or necessary to

the provision of recreation and those permitted by the City's Code and/or Technical Guidelines, as applicable, (b) any natural break that provides appropriate breaks from building masses or conserves or preserves natural, historic or other amenities with social or cultural values, or (c) which maintain the natural water table level or preserves wetlands. Open Space includes, but is not limited to, those areas identified as Open Space in the Pole Canyon Master Development Plan and/or Technical Guidelines.

Open Space Report means a report containing the information specified in Section 8.5 submitted to the City by the PCIG for the development by the PCIG of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from the PCIG.

OWR means Oquirrh Wood ranch, LLC, a Utah limited liability company.

Parcel means a portion of a Planning Area located within the PCIG Property which is intended to be developed as a particular type of Intended Use.

PCIG means the Pole Canyon Investment Group, and its respective assignees or transferees as permitted by this Agreement.

Petition for Annexation has the meaning given to such term in the Recitals set forth above, and includes the petition(s) filed by the PCIG for purposes of initiating the annexation of the Annexation Property into the City.

Phase means the development of a portion of the Project at a point in a logical sequence as determined by the PCIG.

Planning Area has the meaning given to such term in the Recitals to this Agreement.

Pole Canyon Infrastructure Plan means the portion of the Pole Canyon Master Development Plan identified as the "Pole Canyon Infrastructure Plan," which plan is adopted simultaneously with this Agreement, and shows the Backbone Infrastructure for the PCIG Property, including water, roads, and other infrastructure.

Pole Canyon Local District (or PCLD) means the local district to be formed in accordance with Section 9.3 of this Agreement.

Pole Canyon Master Development Plan means, as further defined in the Recitals to this Agreement, the plan comprising this Agreement and the Exhibits to this Agreement, as the master plan approved by the City in connection with this Agreement and the development of the PCIG Property.

PCIG Property means, as set forth in the Recitals to this Agreement, the approximately two thousand six hundred (2,600) acres either owned or controlled by the PCIG which are a part of Annexed Property and which are more fully described in Exhibit 3.

Project means the development to be constructed on the PCIG Property pursuant to this Agreement with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this Agreement including its Exhibits.

Public Infrastructure and Improvements has the meaning given to such term in Section 9.1 of this Agreement.

Regional Park means a park identified in the City's capital facilities plan, and that is intended to provide services to the community at large such that it would be considered to be a System Improvement. Without limiting the generality of the foregoing, the rodeo grounds contemplated by this Agreement to be constructed on the PCIG Property are expressly included within the definition of a Regional Park.

Residential Dwelling Unit means, for purposes of calculating Density, a unit intended to be occupied for residential living purposes: one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building, condominium or time-share equals one Residential Dwelling Unit.

SAA means Special Assessment Areas created in accordance with the the SAA Act.

SAA Act means Utah Code Ann. § 11-42-101 *et seq.* (2008).

Site Plan means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial Development.

Special Assessment Area or SAA means an area or areas to be created as set forth in Section 9.4 pursuant to State Law, for the purpose of funding the construction of some or all of the On-Site Infrastructure and/or the Off-Site Infrastructure.

Subdeveloper means an entity not "related" (as defined by Internal Revenue Service regulations) to the PCIG which purchases a Parcel for development.

Subdivision means the division of any portion of the Project into a subdivision pursuant to procedures set forth under State Law and/or the City's Code.

Subdivision Application means the application to create a Subdivision.

Subdivision Site Plan means the plan submitted with a Subdivision Application.

Substantial Completion means a point in the progress of a construction project where the work: has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

System Improvement means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-3-6-102(16) (2008).

Technical Guidelines means those General Development Standards and other guidelines created, implemented, amended and enforced by the PCIG in connection with the Project.

White Hills Subdivision has the meaning given to such term in the Recitals to this Agreement.

WHSSD means White Hills Special Service District.

WHSSD Agreement means the certain Agreement between the PCLD, WHSSD,

and the City, as referred to in Section 9.3 and attached as Exhibit 10.

WHWC means White Hills Water Company, a Utah corporation.

WHWC System Repairs has the meaning given to such term in Section 9.4.1 of this Agreement.

WHWC Transition Agreement means the certain Agreement between the WHWC and the City, as referred to in Section 16.2 and attached as Exhibit 12.

## SCHEDULE TWO

### Pole Canyon Master Development Plan– Summary of Exhibits

Exhibit 1 – Annexation Property / Annexation Petitions

Exhibit 2 – Master Planned Area / Land Use Element

Exhibit 3 – PCIG Property

Exhibit 4 – Density Allocation

Exhibit 5 – Wet Utility Master Plan

Exhibit 6 – Dry Utility Master Plan

Exhibit 7 – Traffic Impact Study

Exhibit 8 – Open Space and/or Trails

Exhibit 9 – Local District Maps

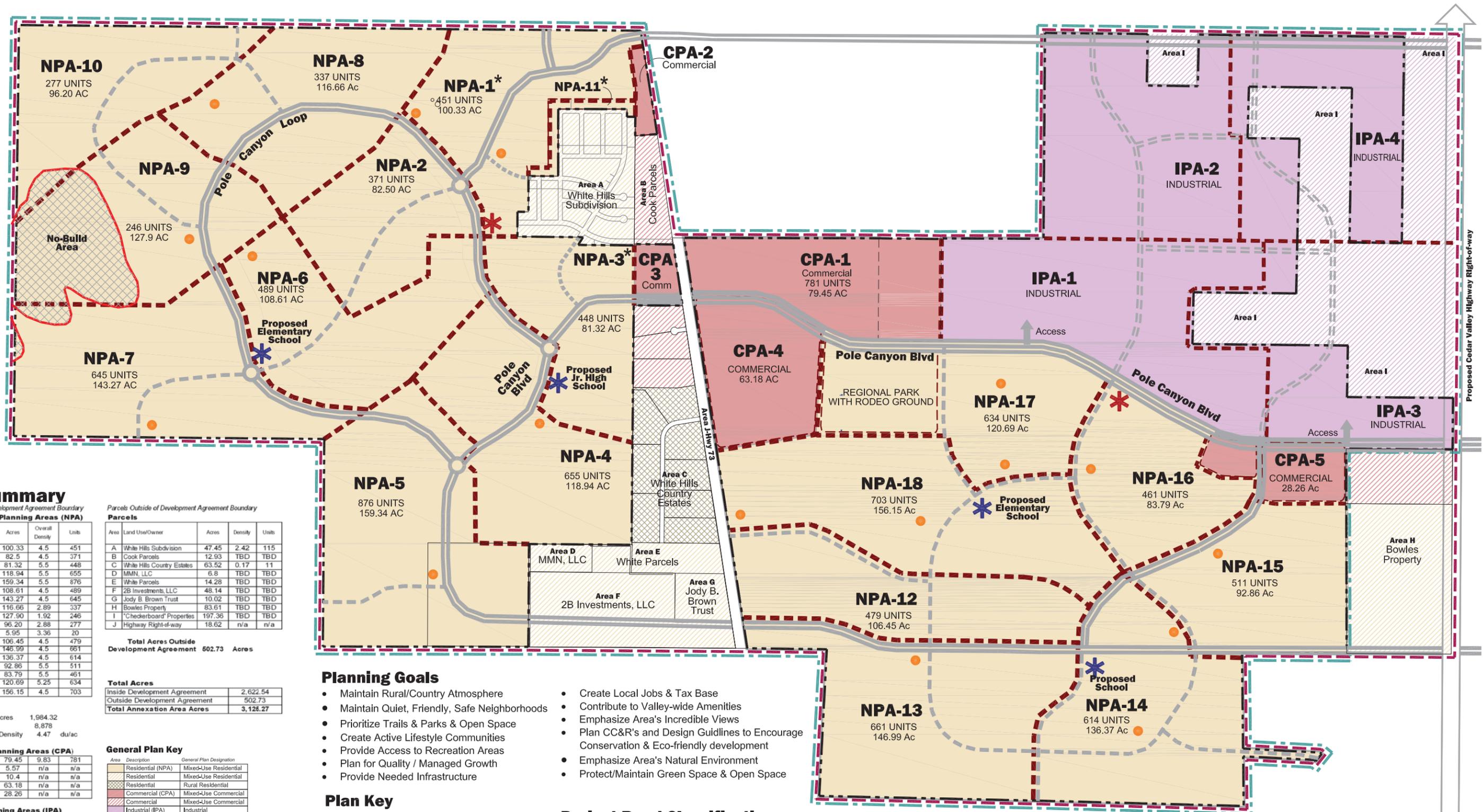
Exhibit 10 – WHSSD Agreement

Exhibit 11 – Local District Agreement

Exhibit 12 – WHWC Transition Agreement

Exhibit 13 – Additional Exhibits/Maps

Exhibit 14 – Short-Form Notice of Agreement



### Site Summary

Parcels Inside of Development Agreement Boundary  
Neighborhood Planning Areas (NPA)

Area	Planning Area Type	Acres	Overall Density	Units
1	Residential	100.33	4.5	451
2	Residential	82.5	4.5	371
3	Residential	81.32	5.5	448
4	Residential	118.94	5.5	655
5	Residential	159.34	5.5	876
6	Residential	108.61	4.5	489
7	Residential	143.27	4.5	645
8	Residential	116.66	2.89	337
9	Residential	127.90	1.92	246
10	Residential	96.20	2.88	277
11	Residential	5.95	3.36	20
12	Residential	106.45	4.5	479
13	Residential	146.99	4.5	661
14	Residential	136.37	4.5	614
15	Residential	92.86	5.5	511
16	Residential	83.79	5.5	461
17	Residential	120.69	5.25	634
18	Residential	156.15	4.5	703

Total Residential Acres 1,984.32  
Total Units 8,878  
Residential Gross Density 4.47 du/ac

**Commercial Planning Areas (CPA)**

Area	Commercial	Acres	Density	Units
1	Commercial	79.45	9.83	781
2	Commercial	5.57	n/a	n/a
3	Commercial	10.4	n/a	n/a
4	Commercial	63.18	n/a	n/a
5	Commercial	28.26	n/a	n/a

**Industrial Planning Areas (IPA)**

Area	Industrial	Acres	Density	Units
1	Industrial	159.9	n/a	n/a
2	Industrial	142.04	n/a	n/a
3	Industrial	57.09	n/a	n/a
4	Industrial	92.33	n/a	n/a

Total Dev Agreement Acres 2,622.54  
Total Residential Units 9,659  
Gross Density 3.68

Parcels Outside of Development Agreement Boundary  
Parcels

Area	Land Use/Owner	Acres	Density	Units
A	White Hills Subdivision	47.45	2.42	115
B	Cook Parcels	12.93	TBD	TBD
C	White Hills Country Estates	63.52	0.17	11
D	MMN, LLC	6.8	TBD	TBD
E	White Parcels	14.28	TBD	TBD
F	2B Investments, LLC	48.14	TBD	TBD
G	Jody B. Brown Trust	10.02	TBD	TBD
H	Bowles Property	83.61	TBD	TBD
I	"Checkerboard" Properties	197.36	TBD	TBD
J	Highway Right-of-way	18.62	n/a	n/a

Total Acres Outside Development Agreement 502.73 Acres

**Total Acres**

Inside Development Agreement	2,622.54
Outside Development Agreement	502.73
<b>Total Annexation Area Acres</b>	<b>3,125.27</b>

#### General Plan Key

Area	Description	General Plan Designation
Residential (NPA)	Mixed-Use Residential	
Residential	Mixed-Use Residential	
Residential	Rural Residential	
Commercial (CPA)	Mixed-Use Commercial	
Commercial	Mixed-Use Commercial	
Industrial (IPA)	Industrial	
Industrial	Industrial	

\* Note: In NPA 11, all lots shall be a min 10,000 Sq Ft. In NPA 1 & 3, a street with min 10,000 Sq Ft lots on both sides shall abut the existing White Hills Subdivision

### Planning Goals

- Maintain Rural/Country Atmosphere
- Maintain Quiet, Friendly, Safe Neighborhoods
- Prioritize Trails & Parks & Open Space
- Create Active Lifestyle Communities
- Provide Access to Recreation Areas
- Plan for Quality / Managed Growth
- Provide Needed Infrastructure
- Create Local Jobs & Tax Base
- Contribute to Valley-wide Amenities
- Emphasize Area's Incredible Views
- Plan CC&R's and Design Guidelines to Encourage Conservation & Eco-friendly development
- Emphasize Area's Natural Environment
- Protect/Maintain Green Space & Open Space

### Plan Key

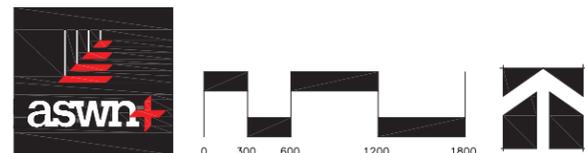
- Planning Area Boundary
- \* Proposed Schools
- \* Proposed Public Safety Facility

### Project Road Classifications

- Arterial Road Corridors
- Major Collector Road Corridors
- Industrial Collector Road Corridors
- Minor Collector Road Corridors
- Local Street

### Boundary Classifications

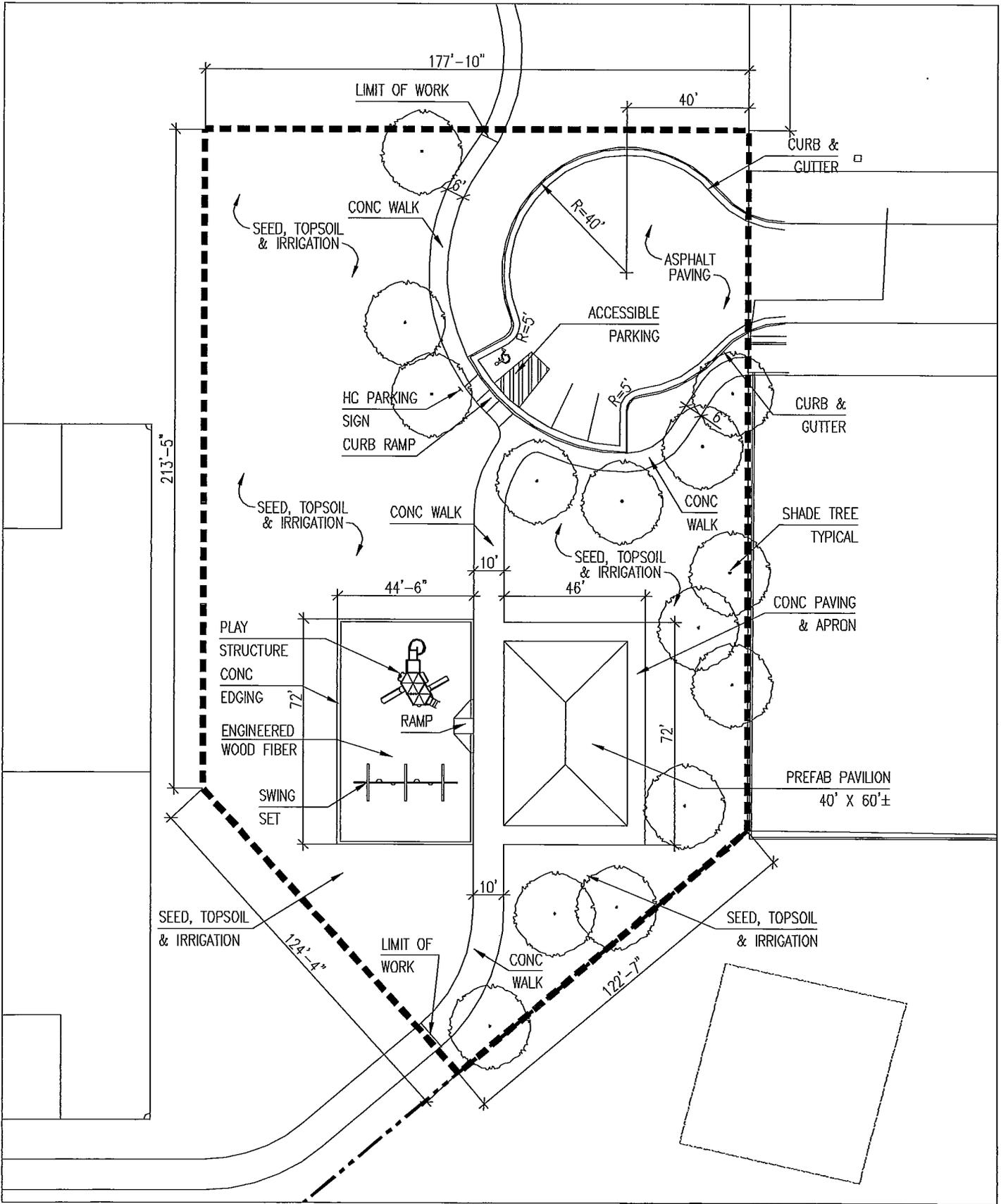
- Annexation Boundary
- Development Agreement Boundary
- Master Plan Area



# Land Use Element Exhibit 2



Ken 860 5785



# White Hills Park



**EAGLE**  
M O U N T A I N

**Parks & Recreation Division  
2545 Pony Express Parkway  
Eagle Mountain City, Utah 84005  
(801) 789-6664**

Tuesday, December 2, 2014

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

**SUBJECT: White Hills Park Acceptance Letter**

Dear Mayor Pengra:

The above referenced subdivision park has been complete as required in their development agreement. After performing a walkthrough of this park, I would recommend that the city accepts the park as complete, and release all bonds still held by the developer for this park.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Brad Hickman  
Parks & Recreation Director  
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder  
Melanie Lahman, Deputy City Recorder

**Public Safety Facility**

**Station Access**

**Parking Area**

**ATV Loading/  
Trailhead**

**Phase 1**  
Approx 1.5 Acres

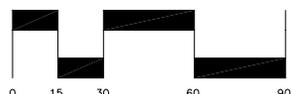
Existing  
White Hills  
Subdivision

**Play**

**Soccer Field**

**Pavilion**

**ATV Trail Access**



# White Hills Park

Exhibit 13.8

**POLE CANYON PHASE 1  
TRAFFIC IMPACT STUDY**

**Prepared For:  
Oquirrh Wood Ranch, LLC**

**Prepared By:**

**JACKSON ENGINEERING**

**3376 Stonehill Lane**

**Salt Lake City, UT 84121**

**(801) 558-5293**

**August 2013**

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## **1.0 INTRODUCTION**

Eagle Mountain City requires a traffic study for the proposed project. The City study requirements were met and are provided in this document. This document uses as a basis a 2008 study prepared by DMJM Harris for the greater Pole Canyon Master Plan area with specific focus on the impacts of the 22 lots associated with the Pole Canyon Phase 1 project. A description of the project, existing traffic conditions is provided followed by a project trip forecast and distribution for the proposed project. The results of a Level of Service (LOS) analysis are discussed and finally, the findings of the study are summarized and conclusions are provided.

### **1.1 Purpose and Objective of Study**

This study evaluates the potential traffic impacts associated with the proposed 22 residential lots associated with the Pole Canyon Phase 1 in Eagle Mountain City, Utah County, Utah. Three scenarios analyzed including:

1. Existing,
2. Background 2018, and
3. Background 2018 and buildout of 22 residential lots.

These scenarios were evaluated at the intersection of Wilson Ave. and Hwy 73 to determine the potential project related traffic impacts to the existing transportation network.

### **1.2 Project Description and Location**

The proposed development site is located in the western area of Eagle Mountain City approximately 1.7 miles south of Cedar Fort City. Figure 1 illustrates the location of the project in relation to nearby streets. The project site includes undeveloped residential property fronting existing roadways within the White Hills subdivision including Jackson Street, Eisenhower Street, and Jefferson Avenue. The proposed project consists of 22 residential single family units. Access to the project will be provided from the intersection of Wilson Ave. and SR-73. The proposed project is anticipated to be completed in 2015.

## **2.0 EXISTING TRAFFIC CONDITIONS**

SR-73 is the only major road located near the proposed project. A single lane is provided in each direction on SR-73 with a two-way left turn lane and separate right-turn deceleration lane at the Wilson Ave. intersection which is currently unsignalized. The speed limit on SR-73 is posted at 55 miles per hour. Wilson Ave. provides access to SR-73 for the White Hills Subdivision which consists of an existing 112 residential lots.

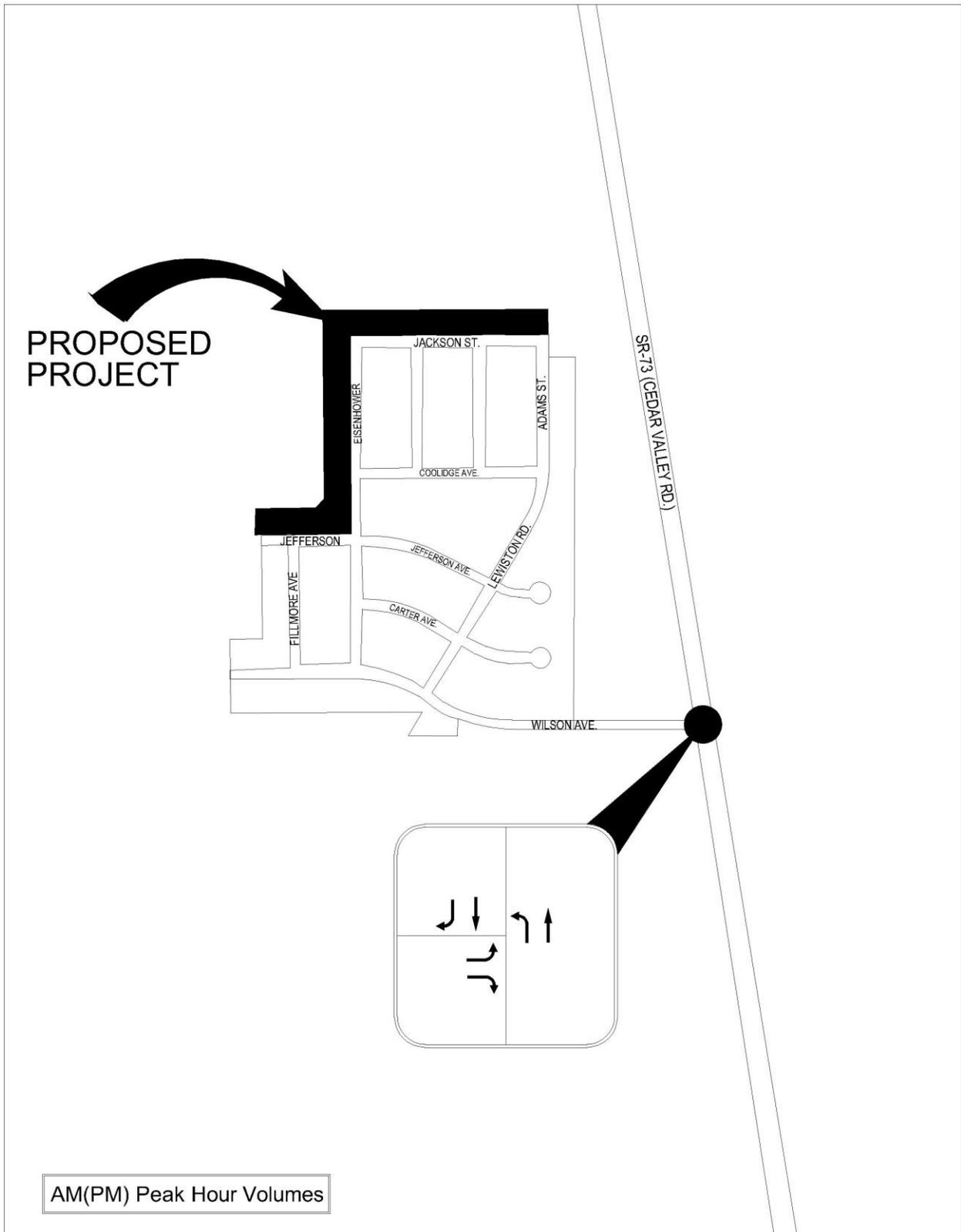


FIGURE 1  
PROJECT VICINITY AND STUDY INTERSECTION

Existing turning movement counts were completed at the SR-73/Wilson Ave. intersection from 7:00 am to 9:00 am and 4:00 pm to 6:00 pm on July 10, 2008. No significant change has occurred to the population and development of the area since 2008, therefore, this data is considered to be valid for the purposes of this study. Detailed count sheets are provided in Appendix A. Figure 2 provides the existing peak hour traffic volumes during the am, and p.m. count period.

A 5.8 percent annual growth rate was determined based on 20 years of AADT data collected by UDOT on SR-73. Comparing baseline and future traffic volumes on SR-73 from the regional travel demand model developed by Mountainlands Association of Governments (MAG) yielded an annual growth rate of 2 percent, Due to the relatively low volumes that currently exist on SR-73 there was found to be little difference in the calculated volumes for the two growth rates. The 5.8 percent annual growth rate was applied to the existing traffic volumes for five years to obtain the background 2018 volumes. The background 2018 volumes are also depicted on Figure 2.

### 3.0 PROJECT TRAFFIC FORECAST

#### 3.1 Trip Generation

Table 1 shows the trip generation rate as well as the number of trips to be expected to be generated by the addition of the proposed 22 residential lots to the existing 112 lots within the White Hills subdivision based on a daily and peak hour basis. The trip generation forecast was completed for the proposed by using the standard rates for single-family homes from the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 7th Edition* (Land Use Codes 210). Peak hour trips were rounded to the nearest whole trip and daily trips were rounded to the nearest 10 trips.

Table 1 Residential Trip Generation Forecast

Description	AM PEAK HOUR			PM PEAK HOUR			DAILY
	Inbound	Outbound	Total	Inbound	Outbound	Total	
<b>Rate:</b> Single-Family Home Land Use Code 210 (Trip/Unit)	0.19	.56	.75	.64	.37	1.01	9.57
<b>Existing 112 Lots</b>	21	63	84	72	42	114	1,070
<b>Proposed 22 Lots</b>	4	12	16	14	8	22	210
<b>Total 134 Lots</b>	25	75	100	86	50	136	1,280

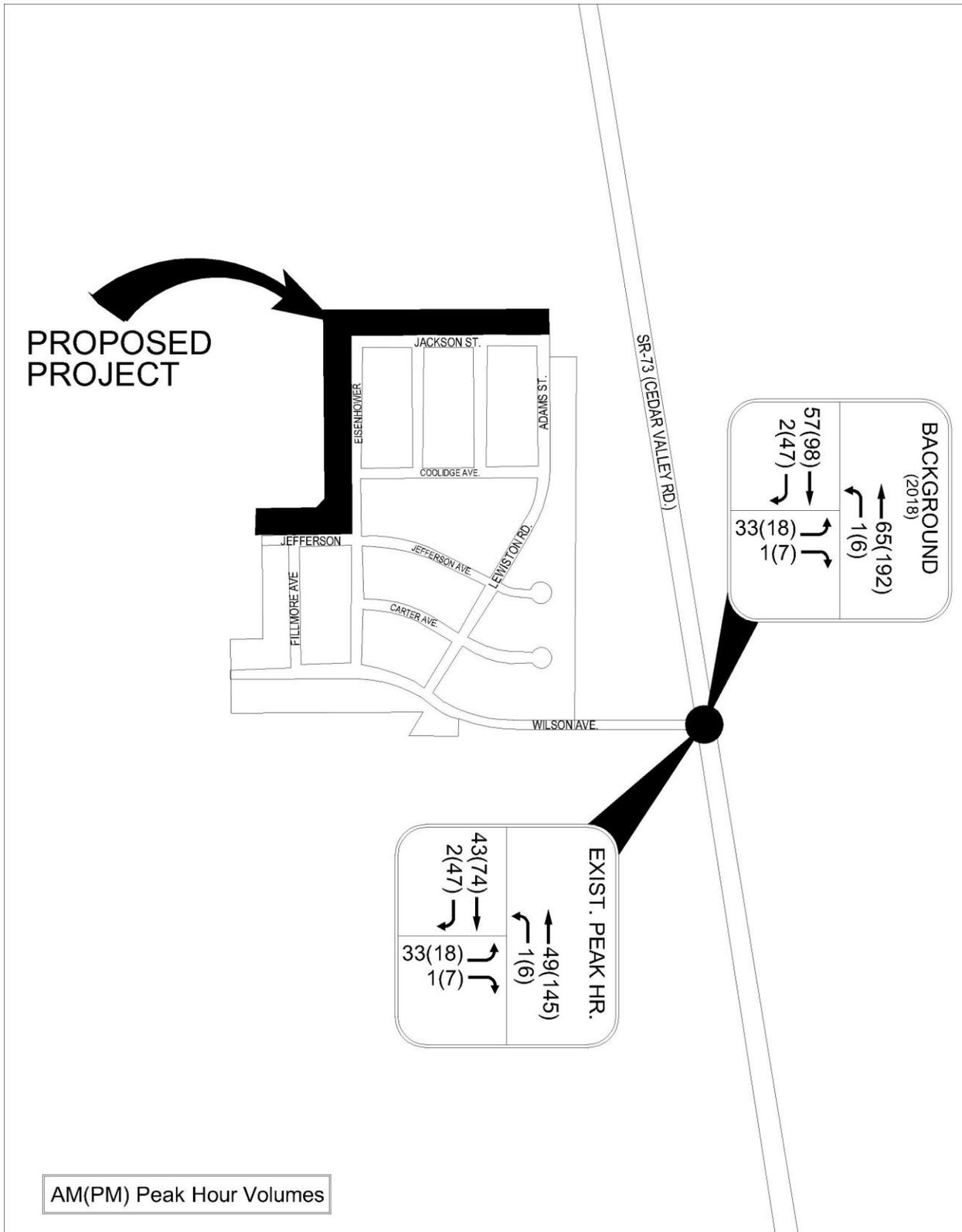


FIGURE 2  
EXISTING 2008 PEAK TRAFFIC VOLUMES  
AND 2018 BACKGROUND VOLUMES

The project is expected to raise the daily trips from Wilson Ave. to 1,280 (half inbound and half outbound) with 100 trips during the a.m. peak hour (25 inbound and 75 outbound) and 136 trips during the p.m. peak hour (86 inbound and 50 outbound).

### 3.2 Project Trip Distribution

The project trips were distributed based on the existing and anticipated traffic patterns. The general trip distribution for the project is provided in Figure 3.

Project traffic was added to background traffic to obtain conditions upon completion of the buildout of the project. Background 2018 plus full buildout project peak hour traffic volumes are presented in Figure 3.

### 4.0 LEVEL OF SERVICE ANALYSIS

A two-lane highway such as SR-73, the selected method for determining Level of Service (LOS) is based on mobility or volume divided by capacity (V/C).

#### 4.1 Level of Service Concept

LOS is a qualitative measure describing traffic conditions and their perception by motorists. A LOS definition generally describes these conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, and delay. There are six levels of service describing these conditions ranging from A to F. The specific LOS criteria from the 1994 HCM are presented in Table 2. The selected method takes into account the volume in both directions. The total volume is divided by the total capacity of 2,800 vehicles per hour.

**Table 2**  
**Level of Service Criteria for General Two-Lane Highway Segments**

LOS	% Time Delay	Avg. <sup>b</sup> Speed	V/C Ratio <sup>a</sup>																			
			Level Terrain						Rolling Terrain						Mountainous Terrain							
			% No-Passing Zone						% No-Passing Zone						% No-Passing Zone							
			0	20	40	60	80	100	Avg. <sup>b</sup> Speed	0	20	40	60	80	100	Avg. <sup>b</sup> Speed	0	20	40	60	80	100
A	≤ 30	> 58	0.15	0.12	0.09	0.07	0.05	0.04	≥ 57	0.15	0.10	0.07	0.05	0.04	0.03	≥ 56	0.14	0.09	0.07	0.04	0.02	0.01
B	≤ 45	> 55	0.27	0.24	0.21	0.19	0.17	0.16	≥ 54	0.26	0.23	0.19	0.17	0.15	0.13	≥ 54	0.25	0.20	0.16	0.13	0.12	0.10
C	≤ 60	> 52	0.43	0.39	0.36	0.34	0.33	0.32	≥ 51	0.42	0.39	0.35	0.32	0.30	0.28	≥ 49	0.39	0.33	0.28	0.23	0.20	0.16
D	≤ 75	> 50	0.64	0.62	0.60	0.59	0.58	0.57	≥ 49	0.62	0.57	0.52	0.48	0.46	0.43	≥ 45	0.58	0.50	0.45	0.40	0.37	0.33
E	> 75	> 45	1.00	1.00	1.00	1.00	1.00	1.00	> 40	0.97	0.94	0.92	0.91	0.90	0.90	> 35	0.91	0.87	0.84	0.82	0.80	0.78
F	100	< 45	--	--	--	--	--	--	< 40	--	--	--	--	--	--	< 35	--	--	--	--	--	--

<sup>a</sup> Ratio of flow rate to an ideal capacity of 2,800 passenger cars per hour in both directions.  
<sup>b</sup> Average travel speed of all vehicles (in mph) for highways with design speed ≥ 60 mph; for highways with lower design speeds, reduce speed by 4 mph for each 10-mph reduction in design speed below 60 mph; assumes that speed is not restricted to lower values by regulation.

≤ less than or equal to  
 > greater than or equal to

Source: Transportation Research Board, *Highway Capacity Manual, Special Report 209* (Washington, D.C., 1994), pp. 8-5.

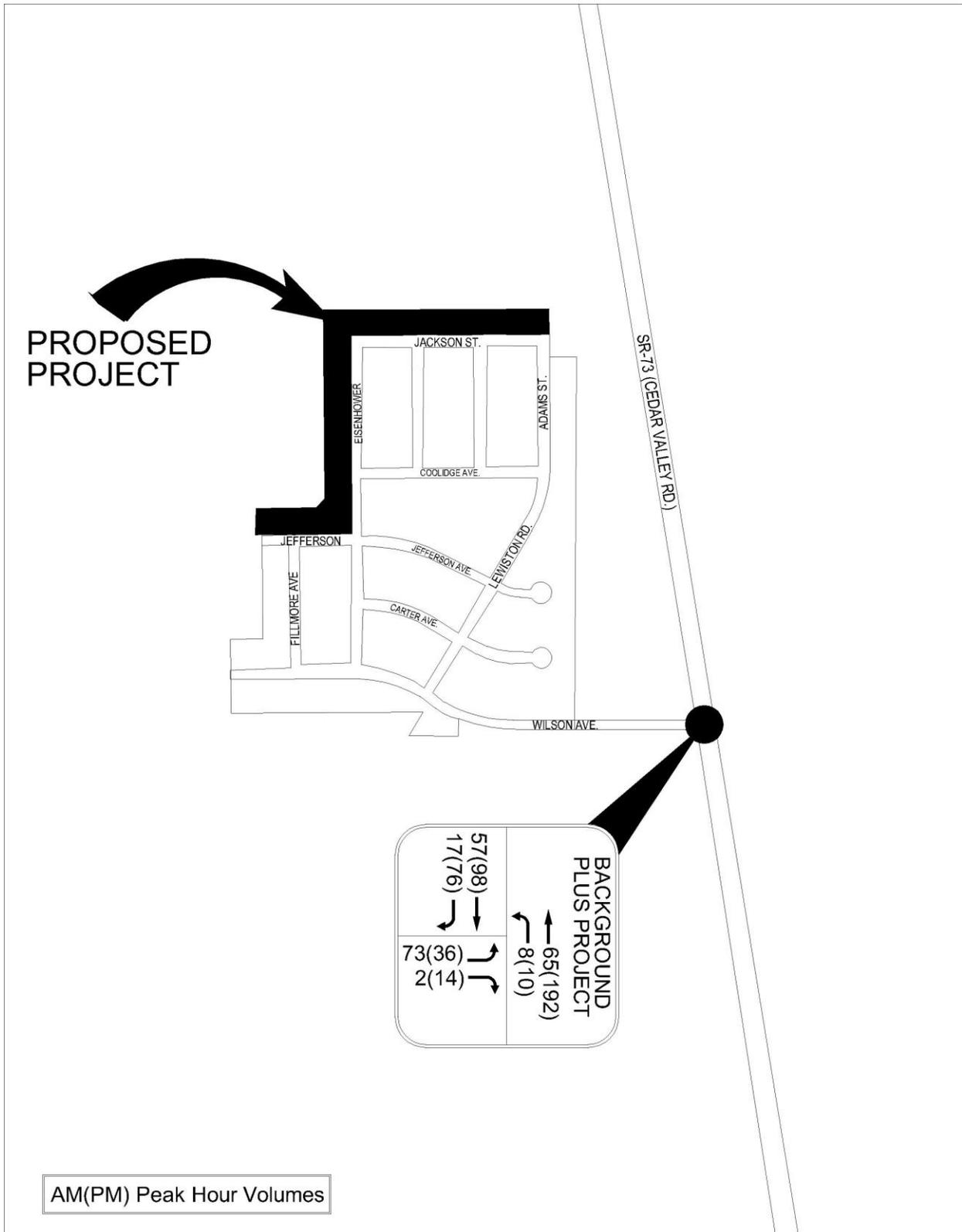


FIGURE 3  
BACKGROUND 2018 PLUS PROJECT TRAFFIC  
VOLUMES

## 4.2 Results of LOS Analysis

The results of the LOS analysis for existing, background and project scenarios at the SR-73/Wilson Ave. intersection are provided in Table 3.

Table 3 LOS Analysis

CASE	AM					PM				
	SR73 SB	SR73 NB	WILSON	TOTAL	LOS	SR73 SB	SR73 NB	WILSON	TOTAL	LOS
EXISTING	43	49	34	126	A	74	145	25	144	A
BACKGROUND	57	65	34	156	A	98	192	25	183	A
BACKGROUND PLUS PROJECT	57	65	100	222	A	98	192	136	426	A

The analysis results indicate that the LOS for SR-73 remains a LOS A with the anticipated background and project traffic loadings. The existing SR-73 configuration and traffic control system will support the additional 22 lots associated with the proposed project.

## 5.0 SUMMARY AND CONCLUSIONS

- The addition of this project to existing Wilson Ave. traffic loads is expected to generate 1,280 daily trips (half inbound and half outbound) with 100 trips during the a.m. peak hour (25 inbound and 75 outbound) and 136 trips during the p.m. peak hour (86 inbound and 50 outbound).
- The SR-73/Wilson Ave. intersection is expected to operate at LOS A during the a.m. peak hour and p.m. peak hour.
- Existing roadway configurations and traffic control will support the proposed 22 lot project.

## APPENDEK A - TURNING MOVEMENTS COUNTS

# DMJM Harris

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### Groups Printed- Vehicles - Trucks

Start Time	SR-73 Southbound					Westbound					SR-73 Northbound					Wilson Street Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
07:00 AM	0	12	0	0	12	0	0	0	0	0	0	16	0	0	16	0	0	8	0	8	36
07:15 AM	1	12	0	0	13	0	0	0	0	0	0	11	0	0	11	1	0	12	0	13	37
07:30 AM	0	11	0	0	11	0	0	0	0	0	0	13	0	0	13	0	0	5	0	5	29
07:45 AM	1	8	0	0	9	0	0	0	0	0	0	9	1	0	10	0	0	8	0	8	27
<b>Total</b>	<b>2</b>	<b>43</b>	<b>0</b>	<b>0</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>49</b>	<b>1</b>	<b>0</b>	<b>50</b>	<b>1</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>34</b>	<b>129</b>
08:00 AM	0	17	0	0	17	0	0	0	0	0	0	5	0	0	5	1	0	7	0	8	30
08:15 AM	6	20	0	0	26	0	0	0	0	0	0	9	0	0	9	0	0	6	0	6	41
08:30 AM	2	14	0	0	16	0	0	0	0	0	0	3	0	0	3	0	0	4	0	4	23
08:45 AM	1	9	0	0	10	0	0	0	0	0	0	12	0	0	12	1	0	4	0	5	27
<b>Total</b>	<b>9</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>69</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>2</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>23</b>	<b>121</b>

\*\*\* BREAK \*\*\*

04:00 PM	7	16	0	0	23	0	0	0	0	0	0	22	0	0	22	2	0	2	0	4	49
04:15 PM	13	13	0	0	26	0	0	0	0	0	0	12	1	0	13	1	0	3	0	4	43
04:30 PM	4	11	0	0	15	0	0	0	0	0	0	24	1	0	25	2	0	0	0	2	42
04:45 PM	9	16	0	0	25	0	0	0	0	0	0	38	1	0	39	2	0	5	0	7	71
<b>Total</b>	<b>33</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>89</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	<b>3</b>	<b>0</b>	<b>99</b>	<b>7</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>17</b>	<b>205</b>
05:00 PM	10	27	0	0	37	0	0	0	0	0	0	40	4	0	44	0	0	5	0	5	86
05:15 PM	12	15	0	0	27	0	0	0	0	0	0	41	1	0	42	2	0	2	0	4	73
05:30 PM	16	16	0	0	32	0	0	0	0	0	0	26	0	0	26	3	0	6	0	9	67
05:45 PM	12	15	0	0	27	0	0	0	0	0	0	13	1	0	14	0	0	11	0	11	52
<b>Total</b>	<b>50</b>	<b>73</b>	<b>0</b>	<b>0</b>	<b>123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>6</b>	<b>0</b>	<b>126</b>	<b>5</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>29</b>	<b>278</b>
<b>Grand Total</b>	<b>94</b>	<b>232</b>	<b>0</b>	<b>0</b>	<b>326</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>294</b>	<b>10</b>	<b>0</b>	<b>304</b>	<b>15</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>103</b>	<b>733</b>
Apprch %	28.8	71.2	0	0		0	0	0	0		0	96.7	3.3	0		14.6	0	85.4	0		
Total %	12.8	31.7	0	0	44.5	0	0	0	0		0	40.1	1.4	0	41.5	2	0	12	0	14.1	
Vehicles	93	229	0	0	322	0	0	0	0	0	0	284	10	0	294	15	0	88	0	103	719
% Vehicles	98.9	98.7	0	0	98.8	0	0	0	0	0	0	96.6	100	0	96.7	100	0	100	0	100	98.1
Trucks	1	3	0	0	4	0	0	0	0	0	0	10	0	0	10	0	0	0	0	0	14
% Trucks	1.1	1.3	0	0	1.2	0	0	0	0	0	0	3.4	0	0	3.3	0	0	0	0	0	1.9

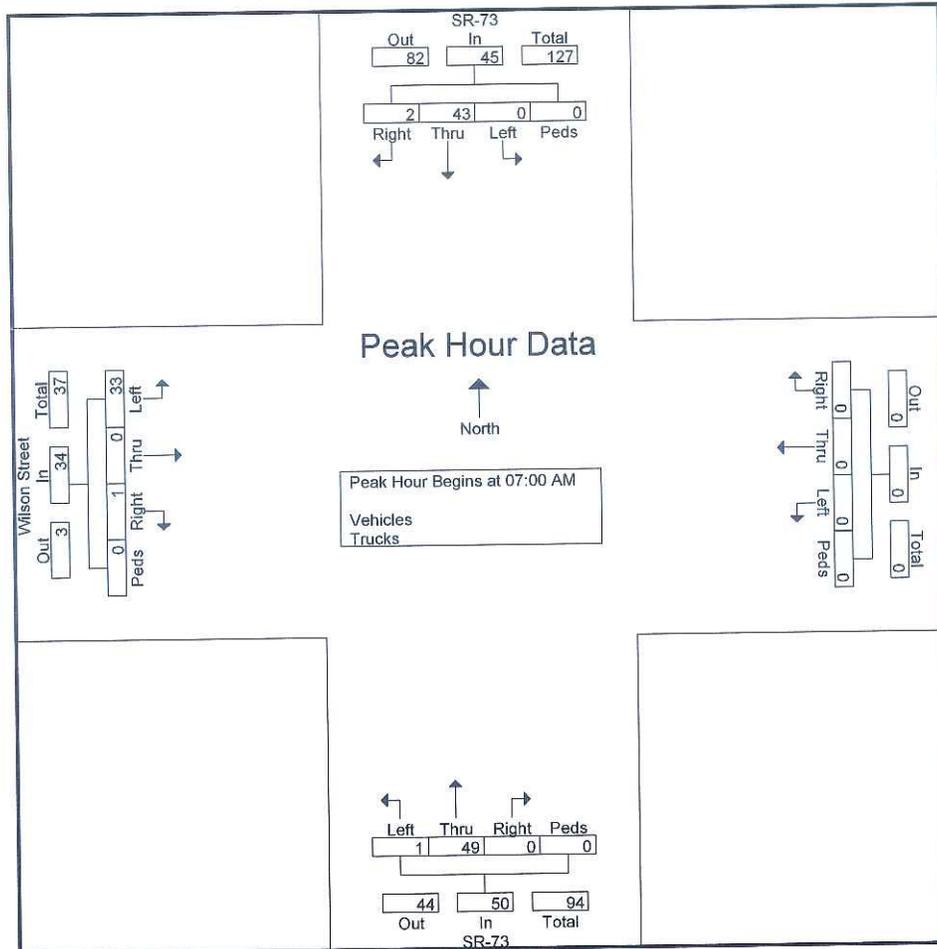
# DMJM Harris

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Start Time	SR-73 Southbound					Westbound					SR-73 Northbound					Wilson Street Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:00 AM																					
07:00 AM	0	12	0	0	12	0	0	0	0	0	0	16	0	0	16	0	0	8	0	8	36
07:15 AM	1	12	0	0	13	0	0	0	0	0	0	11	0	0	11	1	0	12	0	13	37
07:30 AM	0	11	0	0	11	0	0	0	0	0	0	13	0	0	13	0	0	5	0	5	29
07:45 AM	1	8	0	0	9	0	0	0	0	0	0	9	1	0	10	0	0	8	0	8	27
Total Volume	2	43	0	0	45	0	0	0	0	0	0	49	1	0	50	1	0	33	0	34	129
% App. Total	4.4	95.6	0	0		0	0	0	0		0	98	2	0		2.9	0	97.1	0		
PHF	.500	.896	.000	.000	.865	.000	.000	.000	.000	.000	.000	.766	.250	.000	.781	.250	.000	.688	.000	.654	.872



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Start Time	SR-73 Southbound					Westbound					SR-73 Northbound					Wilson Street Eastbound					Int. Total
	Rig ht	Thr u	Lcft	Pcd s	App. Total	Rig ht	Thr u	Lcft	Pcd s	App. Total	Rig ht	Thr u	Lcft	Peds	App. Total	Rig ht	Thr u	Lcft	Peds	App. Total	
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	9	16	0	0	25	0	0	0	0	0	0	38	1	0	39	2	0	5	0	7	71
05:00 PM	10	27	0	0	37	0	0	0	0	0	0	40	4	0	44	0	0	5	0	5	86
05:15 PM	12	15	0	0	27	0	0	0	0	0	0	41	1	0	42	2	0	2	0	4	73
05:30 PM	16	16	0	0	32	0	0	0	0	0	0	26	0	0	26	3	0	6	0	9	67
Total Volume	47	74	0	0	121	0	0	0	0	0	0	145	6	0	151	7	0	18	0	25	297
% App. Total	38.8	61.2	0	0		0	0	0	0	0	0	96	4	0		28	0	72	0		
PHF	.734	.685	.000	.000	.818	.000	.000	.000	.000	.000	.000	.884	.375	.000	.858	.583	.000	.750	.000	.694	.863

