EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**		
TITLE:	DISCUSSION - Code Amendment to Remove References to Tier and Bonus Density		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:

BACKGROUND:
The City Council approved code amendments in 2019 that rewrote residential zoning for the city and included the repeal of EMMC 17.30 Residential Zone Bonus Density Entitlements. The municipal code includes references in a number of titles to "tier" and "base/bonus density" which no longer apply due to the repeal of EMMC Chapter 17.30. This development code amendment identifies all references to these terms and proposed amendments to remove or revise the language so it better relates to the current development code.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:
Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on the code amendment on November 10, 2020.

The Commission unanimously voted (4-0, 1 absent) to recommend approval of the code amendment with one condition:

1. Amend EMMC 17.65.060(N)(1) to change the minimum lot size for long-term storage related to home businesses from two acres to two and a half acres to relate to the current residential zone sizing.

The code amendment attached includes the requested change.

ATTACHMENTS:

Removal of Bonus-Tier Language - PROPOSED

Proposed Code Amendments
Removing Tier/Bonus Language

TITLE 7 PARKS, TRAILS AND SPECIAL EVENTS AMENDMENT

Chapter 7.10 Tree Planting and Care

7.10.070 New developments.

~~A. Per EMMC 17.30.080, Tier II residential bonus density entitlements (optional), development density areas participating in the street trees, enlarged park strips, fencing, and street signposts option shall be eligible for an additional 0.7 dwelling unit per acre bonus density entitlement.~~

~~B.~~ Trees existing on the site of imminent development or redevelopment shall be kept in place and a protection zone established to mitigate risk of damage. When such action is likely unfeasible, the urban forester will coordinate with the site developer to relocate the tree(s) or pay a fee equal to the value of the tree to be removed as determined by the latest edition of the “Guide for Plant Appraisal” as published by the International Society of Arboriculture. [Ord. O-06-2019 § 2 (Exh. A)].

TITLE 16 SUBDIVISION AMENDMENTS

Chapter 16.30 General Requirements for All Subdivisions

16.30.080 Rural residential subdivisions.

Subdivisions that are to be reviewed under agricultural, ~~base density~~RA1, RA2, RD1, RD2, or ~~Tier I residential~~ FR zone development standards (see ~~Chapters~~ EMMC 17.20~~,~~ and 17.25~~ and 17.30 EMMC~~) may not be required to install the same public improvements as subdivisions developed in other zones. Requirements to install curbs, gutters, sidewalks, water and sewer utilities, and street lights may be waived by the city council after a recommendation from the planning commission, upon condition that the developer provides for pedestrian circulation and accommodates water and sewer utilities and surface drainage throughout the subdivision. Necessary facilities may include, but not be limited to, trails and pathways, storm drainage detention ponds or secondary water facilities. [Ord. O-06-2015 § 2 (Exh. A); Ord. O-07-2014 (Exh. A); Ord. O-07-2006 § 2 (Exh. 1 § 6.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 6.9). Formerly 16.30.090].

16.30.090 Connectivity standards.

C. Residential Connectivity Standards. All new residential subdivisions with 10 or more units or more than one acre shall meet the following connectivity index: block length and cul-de-sac length standards for public roads. Private roads shall be reviewed on a case-by-case basis; however, a public road may be required to prevent a private road in a subdivision from stubbing into a future or existing public road.

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project ~~density~~ zone designation as identified in the following table of minimum connectivity index scores:

~~Tier Level~~Zone Designation	Minimum Index Score
~~Base~~RA1 & RA2	1.25
~~Tier 1~~RD1, RD2, FR	1.5
~~Tier II~~R1, R2, R3	1.6
~~Tier III & Tier IV~~RC, MF1, MF2	1.75

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impossible or impracticable to achieve due to the following limitations:

i. Topography;

ii. Natural features including lakes, rivers, and designated wetlands;

iii. Existing adjacent development;

iv. Rail corridors;

v. Limited access roadways.

Reductions in the required connectivity index will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments and the planning commission and approval by the city council.

The total allowed reduction to the required connectivity index will be based on an analysis of existing conditions that prevent connections. As part of the analysis, city staff will ensure the internal connectivity of the subdivision meets the required connectivity index and that the connectivity is provided to adjacent properties where possible.

2. Maximum Block Lengths. Maximum block lengths allowed shall be required based on the project ~~density~~ zone designation as identified in the following table:

~~Tier Level~~Zone Designation	Maximum Block Length
~~Base~~RA1 & RA2	1,200’ / 1,500’ *
~~Tier I~~RD1, RD2, FR	1,000’ / 1,200’ *
~~Tier II~~RA, R2, R3	800’ / 1,100’ *

~~Tier III & Tier IV~~RC, MF1, MF2	600’ / 900’ *

* Longer block length permitted if a midblock pedestrian connection is provided.

a. Increase in Block Length. The maximum allowed block length may be increased if the applicant provides clear and convincing evidence that it is impossible or impracticable to achieve due to the following limitations:

i. Topography;

ii. Natural features including lakes, rivers, and designated wetlands;

iii. Existing adjacent development;

iv. Rail corridors;

v. Limited access roadways.

Increases in block length will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments and planning commission and approval by the city council.

3. Cul-de-Sac Length Standards. Maximum cul-de-sac lengths allowed shall be required based on the project ~~density~~ zone designation as identified in the following table:

~~Tier Level~~Zone Designation	Maximum Cul-de-Sac Length
~~Base & Tier I~~RA1, RA2, RD1, RD2, FR	400’
~~Tier II, Tier III & Tier IV~~R1, R2, R3, RC, MF1, MF2	250’

a. Cul-de-sacs shall not be allowed in ~~Tier II, Tier III, or Tier IV~~ subdivisions zoned R1, R2, R3, RC, MF1, or MF2 unless the applicant provides clear and convincing evidence that a cul-de-sac is necessary to develop the entire parcel due to the following limitations:

i. Topography;

ii. Natural features including lakes, rivers, and designated wetlands;

iii. Existing adjacent development;

iv. Rail corridors;

v. Limited access roadways.

Requests for cul-de-sacs within ~~Tier II, Tier III, and Tier IV~~ subdivisions zoned R1, R2, R3, RC, MF1, and MF2 will be reviewed on a case-by-case basis and must require recommendations from the reviewing departments, and planning commission and approval by the city council.

Chapter 16.35 Development Standards for Required Public Facilities

16.35.100 Sidewalks, trails, and pathways.

Sidewalks shall be provided along both sides of streets, at the developer's expense, and in compliance with the detailed performance standards of "Eagle Mountain City Construction Specifications and Standards." Sidewalks are required improvements, subject to the guarantee provisions of Chapter 16.30 EMMC.

A. Developments Not Requiring Sidewalks. Sidewalks are not required along alleys. Sidewalks, curbs, and gutters may not be required in agricultural, ~~base density~~RA1, or ~~Tier I residential developments~~RA2 zones (see EMMC 16.30.090, 17.20, and ~~Chapter~~ 17.25 ~~EMMC~~). Notwithstanding other provisions of this title, the city council may determine in the development agreement that sidewalks will not be required on one or both sides of the street. Such determination may be made if lot sizes, traffic patterns, wider roads or other related design factors support a more flexible approach. If sidewalks are not required, the city council may specify the completion of other public facilities in lieu of sidewalks.

B. Improved Trails. Developments shall provide improved trails and pathways constructed to "Eagle Mountain City Construction Specifications and Standards" for bicycle and/or horse use which connect the development to other public facilities such as parks or the major existing and planned trails established in the city's general plan. Connecting trails are required improvements, subject to the guarantee provisions of ~~Chapter~~ EMMC 16.30 ~~EMMC~~.

C. Street Lighting. Street lighting shall be installed where necessary to ensure the safety of pedestrians, but may not be required in agricultural, ~~base density, or Tier I~~RA1, RA2, RD1, RD2, or FR zone ~~residential~~ developments (see ~~Chapter I7.25~~ EMMC 17.20 and 17.25), except at subdivision entryways. [Ord. O-16-2016 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.10); Ord. O-07-2006 § 2 (Exh. 1 § 7.10); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.10)].

16.35.105 Park and improved open space requirements.

The amount of land required for parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in Chapter 17.~~30~~25.040 EMMC, Residential ~~Zone Bonus Density Entitlements~~development standards. The park requirements are intended to be flexible in order to best meet the recreational needs of a neighborhood.

Chapter 16.40 Storm Water Runoff and Surface Drainage

16.40.090 Impervious cover on slopes – Diagram 16.40.090.

Minimum guidelines shall be incorporated into the erosion and runoff control plans and will govern the amount of impervious area that can be placed on lots of various grades and soil conditions. The limitation of impervious areas shall be taken into account by the developer ~~and bonus density entitlements shall not be calculated on or given for slope and soil constrained lands unless otherwise agreed upon by the planning commission and city council~~. Diagram 16.40.090, Impervious Area Limitations by Slope and Soil Characteristics, depicts the maximum area of a parcel that may be developed as impervious cover based upon the property's average slope (predevelopment) and soil conditions. Property that has an average slope between eight and 25 percent shall comply with Diagram 16.40.090 and the following standards:

TITLE 17 AMENDMENTS

Chapter 17.10 Definitions

17.10.030 Definitions.

~~"Bonus density" means any density granted above the base density RA1 of 0.8 dwelling units per acre.~~

~~"Bonus density ceiling" means the maximum allowable density available in any particular residential zone category.~~

~~"Development density area" means the land area in which bonus density may be implemented through participation in the required project improvements.~~

"Multifamily dwelling" means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes. ~~All multifamily dwellings shall be considered Tier III or Tier IV residential.~~ Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a ~~hotel/motel~~short-term rental. See also "Family."

~~"Residential, base density" means the residential zone category that consists of projects with gross densities less than or equal to 0.8 dwelling units per acre. All residential projects are allowed to develop at this density.~~

~~"Residential, Tier I" means the residential zone category that consists of projects with densities between 0.81 and 1.6 dwelling units per acre.~~

~~"Residential, Tier II" means the residential zone category that consists of projects with densities between 1.61 and 5.2 dwelling units per acre.~~

~~"Residential, Tier III" means the residential zone category that consists of projects with densities between 5.21 and 12.2 dwelling units per acre. Tier III residential is a conditional use in the residential zone and must be processed as part of a master development plan.~~

~~"Residential, Tier IV" means the residential zone category that consists of projects with densities between 12.21 and 22.7 dwelling units per acre. Tier IV residential is a conditional use in the residential zone and must be processed as part of a master development plan.~~

Chapter 17.60 Landscaping, Buffering, Fencing and Transitioning

17.60.090 Required landscaping.

A. Portions of property that are not developed with structures, rights-of-way, driveways, and parking areas shall be required to be landscaped in all zones (except in the ~~residential base density and Tier I categories~~RA1, RA2, RD1, RD2, and FR zones and the agriculture areas). Commercial, industrial, and multifamily dwellings shall adhere to the minimum landscaping standards contained in Table 17.60.160(a), Required Landscape Improvements for Multifamily. The planning commission shall have authority to waive these standards as circumstances dictate.

17.60.150 Lot size transitioning.

Table 17.60.150(1)

Lot Size Transitioning from Larger Lots to Smaller Lots						
Lot Size	**1st adjacent lot minimum**	**2nd adjacent lot minimum**	**3rd adjacent lot minimum**	**4th adjacent lot minimum**	**5th adjacent lot minimum**	**6th adjacent lot minimum**
4+ Acres	2 Acres	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family ~~or Tier II~~	No Additional Buffering Required
3.99 – 1 Acre	1 Acre	1/2 Acre	1/4 Acre	Small Single-Family ~~or Tier III~~	No Additional Buffering Required	
.99 - .51 Acre	1/2 Acre	1/4 Acre	Small Single-Family ~~or Tier III~~	No Additional Buffering Required		
.49 - .25 Acre	1/4 Acre	No Additional Buffering Required				
Small Lot~~/Tier III~~	No Buffering Required					

Table 17.60.150(2)

Lot Size Transitioning from Smaller Lots to Larger Lots						
Lot Size	**1st adjacent lot minimum**	**2nd adjacent lot minimum**	**3rd adjacent lot minimum**	**4th adjacent lot minimum**	**5th adjacent lot minimum**	**6th adjacent lot minimum**
Condo	Small Single-Family ~~or Tier III~~	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required
Small Lot~~/Tier III~~	1/4 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required	
.25 - .49 Acre	1/2 Acre	1 Acre	2 Acres	No Additional Buffering Required		
.50 - 1 Acre	2 Acres	No Additional Buffering Required				

1.1 – 3.99 Acre	No Buffering Required

Chapter 17.65 Home Businesses

17.65.060 Generally applicable standards for all home businesses.

N. Long-Term Storage. Long-term storage shall be permitted as a conditional use in agriculture, RA1, and RA2 zone ~~and base density residential~~ developments under the following circumstances:

1. Minimum lot size: two and a half (2.5) acres.

2. All storage must be within a legal permitted enclosed structure that maintains the aesthetic qualities of the primary use of the property and the surrounding area.

3. Use must remain secondary to primary residential use of property.

4. The community development director or his/her designee may limit hours of operation and/or total number of clients if necessary to protect the character of the neighborhood. [Ord. O-26-2018 § 2 (Exh. A); Ord. O-19-2011 § 3 (Exh. 1); Ord. O-05-2010 § 2 (Exh. A); Ord. O-10-2007 § 2 (Exh. A § 13.6); Ord. O-02-2006 § 3 (Exh. 1 § 13.6); Ord. O-23-2005 § 3 (Exh. 1(1) § 13.6)].

Chapter 17.90 Rezoning of Property

17.90.080 Disapproval/denial of rezoning applications.

Disapproval or denial of an application to amend the zoning of a property shall preclude the filing of another application to amend the zoning or to reclassify the same parcel of property, or any portion thereof, to a different zoning classification~~, to a different residential density tier,~~ or if the application is for a commercial classification to the same or any other commercial classification, within one year of the date of the final disapproval of the application, unless the city council finds that there has been a substantial change in the circumstances or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Prior to the city accepting a new rezone application within the one-year period, the city council must approve a request to resubmit rezone application, clearly stating the new evidence and/or substantial changes in circumstances. An applicant is not entitled to have a request to resubmit rezone application considered by the city council, and such a request shall only be included on the city council agenda in accordance with EMMC 2.15.030. [Ord. O-05-2016 § 2 (Exh. A)].

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	DISCUSSION - Landscaping Encroachment
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Steve Mumford

RECOMMENDATION:

BACKGROUND:
In various locations throughout the city where residential lots are adjacent to city-owned natural open space some property owners have extended their landscaping improvements onto the city property, without purchasing property or obtaining permission from the City, unofficially increasing their useable yard space. In some cases homeowners have even placed structures or other improvements on the city property (gazebos, driveways, patios, in-ground trampolines, fences, etc.). They essentially have increased their lot size and perceived value without paying for the additional property. It should be noted, however, that these areas are generally unimproved areas with native landscaping (including weeds).

We are working on some proposed solutions to this issue and wanted to make sure you were aware of the issue and allow you to provide thoughts or suggestions prior to us bringing back a recommended solution.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Utah County Sheriffs Office Contract Renewal
ITEM TYPE:	Agreement
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Evan Berrett, Admin

PRESENTED BY:
Evan Berrett

RECOMMENDATION:

BACKGROUND:
Per the former agreement effective July 1, 2014, the contract with UCSO requires renewal. Several changes to the contract have been proposed by the UCSO to simply and clarify many aspects of the contract. The new UCSO contract also adds new language related to the use of the Utah County Justice Court.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
Utah County Sheriffs Office Contract - Former
Utah County Sheriffs Office Contract - Proposed

AGREEMENT NO. 2014-504

INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF EAGLE MOUNTAIN FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 16 day of July, 2014, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement is effective as of July 1, 2014 and shall terminate June 30, 2015. This Agreement shall automatically renew for five further one year periods through June 30, 2020 pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least ninety (90) days prior to the end of the initial or a renewal term.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by said CITY at reasonable times. All records created or received by the COUNTY in the performance of this Agreement shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement, provided however, that the CITY will furnish suitable office space at the Eagle Mountain substation for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the

CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and all renewal periods of this agreement.

COUNTY will provide the equivalent of one full-time lieutenant, two full-time deputy Sergeants, nine full-time deputy III's, one full-time deputy III school resource officer, two detective deputy III's(Includes one sex crimes detective), one animal control deputy(excluding animal shelter costs), one office specialist and one time-limited office specialist (Collectively referred to hereafter as "Deputy Services") to provide law enforcement services to CITY.

At the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide a minimum of one deputy III per 1000 CITY residents("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties.

Section 4. MANNER OF FINANCING.

The CITY shall pay to the COUNTY the full and actual cost of the Deputy Services and Additional Deputy Services including but not limited to salary, benefits, overtime, equipment and other associated costs hereinafter the "Actual Cost".

COUNTY agrees to notify CITY of the Actual Cost by April 1st, for the next contract year commencing July 1st. If the Actual Cost increases during a contract year, COUNTY will

give CITY 60 days prior notice of the increase. COUNTY will bill CITY monthly for Deputy Services, Additional Deputy Services and patrol response.

COUNTY shall attempt to limit overtime cost, but COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Actual Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month in which the overtime costs exceed 7% of the Actual Cost if requested by CITY. If CITY budgets the Actual Cost for the fiscal year, and if CITY's obligations to COUNTY under this Agreement exceed the Actual Cost for a given fiscal year, including but not limited to reasonable and necessary overtime or other reasonable and necessary expenses, CITY shall pay the reasonable and necessary expenses which exceed the Actual Cost prior to the close of the first quarter of CITY's next fiscal year.

CITY shall receive a monthly Citation Credit for all cases referred from Eagle Mountain to the COUNTY Justice Court against all sums due and owing hereunder. The County Auditor shall determine and notify CITY of the Citation Credit on a monthly basis.

For the duration of this Agreement, and so long as CITY does not operate a CITY Justice Court, CITY shall in addition pay monthly Justice Court costs to County for all cases referred from Eagle Mountain to the COUNTY Justice Court. The County Auditor shall determine and bill CITY for the Justice Court costs on a monthly basis. Justice Court costs attributable to Eagle Mountain will not exceed the Citation Credit.

The County Auditor shall document and verify the Actual Cost, Justice Court costs and the Citation Credit referred to above and provide the same to CITY.

Section 5. METHOD OF TERMINATION.

Either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of the ninety (90) calendar days from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this Agreement shall remain the property of the party providing the office equipment.

Section 7. REFERENCE TO JUSTICE COURT.

The parties agree that so long as CITY does not have a CITY Justice Court, all class B and C misdemeanor citations and complaints shall be referred to the Utah County Justice Court in Provo, Utah.

Section 8. INSURANCE.

COUNTY shall carry commercial general liability insurance through COUNTY'S insurer in the minimum amount of $2,000,000.00 per occurrence, $2,000,000.00 aggregate,

to insure against loss or liability arising out of COUNTY's provision of law enforcement services pursuant to this agreement. In exchange for COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this agreement on a reimbursement basis, CITY shall pay COUNTY $1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of COUNTY's provision of law enforcement services under this agreement, each party shall maintain their own defense in any action in which they are a party.

Section 9. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the City Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 10. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 11. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of

such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 12. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 13. PRIOR AGREEMENTS

This is the entire agreement between the parties and from the date of the approval of this agreement by both parties supercedes and replaces all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY.

UTAH COUNTY

Authorized and passed on the 22nd day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Gary Anderson, Chairman

ATTEST:
BRYAN THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY R BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

EAGLE MOUNTAIN CITY

Authorized and passed on the 15 day of July, 2014.

_____
Mayor

ATTEST: _____
CITY RECORDER

CORPORATE SEAL
EAGLE MOUNTAIN
EST. 1996
STATE OF UTAH

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
CITY ATTORNEY

AGREEMENT NO. 2020-_____

INTERLOCAL COOPERATION AGREEMENT WITH EAGLE MOUNTAIN CITY
FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this_____day of _____, 2020, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this AGREEMENT are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall commence July 1, 2020 and terminate June 30, 2024. This AGREEMENT shall automatically renew for a four-year term terminating June 30, 2028 pursuant to the terms stated herein, unless either party notifies the other in writing that it does not intend to renew at least one year prior to the end of the initial term.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The

COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this AGREEMENT shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this AGREEMENT, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to

Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and renewal terms of this AGREEMENT.

COUNTY currently provides CITY the equivalent of _____full-time deputies to provide law enforcement services to CITY. On or before _____ and prior to the commencement of the renewal term, COUNTY and CITY shall consult with one another and establish an agreed upon staffing plan. Said staffing plan shall provide sufficient personnel, including but not limited to supervisors, deputies, detectives, school resource officers and office staff, as to ensure the needs of the CITY and its residents are being met and the personnel are able to carry out their duties in a safe and efficient manner. COUNTY will provide personnel as per the staffing plan (Collectively referred to hereafter as "Deputy Services"). COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

During the initial and renewal terms, at the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide additional personnel as requested by CITY ("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties. COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

Section 4. MANNER OF FINANCING.

Prior to the commencement of the initial, and renewal terms and each CITY fiscal year, COUNTY shall document and verify the cost of Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead, and other associated costs, hereinafter the "Cost", and provide the same to CITY. The Cost shall not include the insurance reimbursement stated in Section 9, overtime, and on-call which are calculated and paid separately.

COUNTY agrees to notify CITY of the Cost by May 1st, for the renewal term commencing July 1st. The Cost established at the beginning of the initial and renewal terms shall automatically increase 4% per year on July 1st of each contract year. COUNTY will bill CITY monthly for the Cost. Within 30 days of billing from COUNTY, the CITY shall pay the Cost to the COUNTY.

The cost of Additional Deputy Services added during the initial or renewal terms shall be fixed at the time the Additional Deputy Services are provided and the Cost of the Deputy Services increased accordingly.

COUNTY shall attempt to limit overtime costs; however, COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month if requested by CITY.

Section 5. TERMINATION.

A. Voluntary. Either party shall have the right at any time after the effective date of this AGREEMENT to terminate this AGREEMENT without cause by giving the other party one years notice in writing by registered mail, return receipt requested. If notice is given, this AGREEMENT shall terminate upon the expiration of one year from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this AGREEMENT shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

B. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such claimed breach. The alleged breaching party shall have fifteen (15) days in which to commence all actions necessary to cure the alleged breach and shall notify the complaining party in writing of the actions taken to cure the alleged breach. In the event the actions reasonably necessary to cure the alleged breach are not commenced in a timely manner, the complaining party may terminate this Agreement.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment(telephones. desks, chairs, etc) and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this AGREEMENT shall remain the property of the party providing the office equipment.

COUNTY agrees to purchase the necessary equipment for Deputy and Additional Deputy Services funded by CITY, including but not limited to vehicles, radios, and computers. As part of the Cost established by this AGREEMENT, CITY will repay the initial costs of the above equipment at the established depreciation terms for each item as established in the yearly budget. Large equipment items, such as vehicles and computers shall remain assigned to the CITY, regardless of personnel changes. At the end of the depreciation period for CITY assigned equipment, or such longer period memorialized in writing by the Sheriff and CITY, COUNTY shall sell at auction the equipment pursuant to COUNTY'S policies and procedures. The revenue generated by said sales will be paid to the CITY within 30 days of receipt of said revenue. Should COUNTY desire to retain any CITY assigned equipment after the established depreciation period, COUNTY shall pay CITY the fair market value of said equipment. For existing equipment already assigned to CITY and in service under the prior agreement, CITY's payments under the prior agreement satisfy the depreciation of the equipment as of July 1, 2020.

Upon termination of the AGREEMENT for any reason prior to the end of the initial or renewal term, the equipment shall be disposed of in the following order:

a. Fully depreciated equipment shall be transferred to CITY.

b. COUNTY shall transfer to CITY any partially depreciated equipment upon CITY's payment of the remaining depreciation of the equipment to COUNTY.

c. COUNTY may retain any remaining equipment by paying CITY the lesser of the fair market value of the equipment as of the date of termination or the depreciation of the equipment paid by CITY to COUNTY during the initial or renewal term of this AGREEMENT.

d. Any remaining partially depreciated equipment shall be sold at auction by COUNTY pursuant to COUNTY's policies and procedures. The proceeds of the sale of the equipment shall be divided by the parties based on the percentage of paid depreciation(CITY percentage-- paid depreciation divided by total depreciation times sale price) and unpaid depreciation(COUNTY percentage-- unpaid depreciation divided by total depreciation times sale price) after deducting the reasonable costs of sale from the sale price.

e. Any equipment which has not been depreciated and for which CITY has paid as part of the Cost, shall become CITY equipment upon termination of the AGREEMENT.

Section 7. REFERENCE TO JUSTICE COURT.

Subject to prosecutor discretion, County shall prosecute class B and class C misdemeanor citations and complaints and egregious CITY criminal ordinance violators arising in CITY which CITY refers to the Utah County Justice Court in Provo, Utah until such time as CITY provides or arranges for an alternative CITY prosecutor or refers CITY citations and complaints to another justice court. COUNTY shall have no obligation to prosecute the above CITY misdemeanors or criminal ordinances if prosecution conflicts with the Rules of Professional Responsibility, statutory county attorney duties and obligations, any other rule, law, or regulation applicable to county attorneys or the practice of law, or is contrary to the exercise of prosecutorial discretion.

Section 8. INDEMNIFICATION.

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this AGREEMENT by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this AGREEMENT. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah, UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

Section 9. INSURANCE

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah, UCA 63G-7-101 *et. seq.,* or a successor statute, to insure against loss or liability arising out of a party's performance of this AGREEMENT. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this AGREEMENT on a reimbursement basis, CITY shall pay COUNTY $1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY

arising out of either party's performance under this AGREEMENT, each party shall maintain their own defense in any action in which they are a party.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 12. SEVERABILITY.

If any term or provision of this AGREEMENT or the application thereof shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this AGREEMENT unenforceable.

Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. PRIOR AGREEMENTS

This is the entire AGREEMENT between the parties. From the commencement of services under this AGREEMENT, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superseded and replaced. However services rendered under the prior agreement are governed by and subject to the terms and conditions of the prior agreement until the commencement of services under this AGREEMENT. The parties hereto waive and disclaim any interest in prosecution costs and the citation credit from prior agreements.

UTAH COUNTY

Authorized and passed on the _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____
Commissioner

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

EAGLE MOUNTAIN CITY

Authorized and passed on the _____day of _____, 2020.

_____
Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
CITY ATTORNEY

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Sewer Trunk Line Reimbursement Agreement - Monte Vista Ranch, L.C.
ITEM TYPE:	Agreement
FISCAL IMPACT:	$2,404,368.00
APPLICANT:	Tiffany Walden, Monte Vista Ranch

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Fionnuala Kofoed, Recorder's Office

PRESENTED BY:
Jeremy Cook

RECOMMENDATION:
Staff recommends that the City Council approve a reimbursement agreement for Monte Vista Ranch, L.C., for a sewer trunk line and related improvements.

BACKGROUND:
The proposed agreement documents the terms for the reimbursement of costs for the construction of a sewer trunk line, which is approximately 4,814 linear feet. The line will be installed from Tiffany Lane to the City's waste water treatment facility. The proposed improvements are considered system improvements and the costs are therefore reimbursable to the developer. Any change order or other increase in the reimbursable costs, associated with the sewer improvements, must be approved in writing, by the City. All payments will be made on a quarterly basis from impact fee funds collected by the City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Monte Vista Ranch Reimbursement Agreement

REIMBURSEMENT AGREEMENT
FOR MONTE VISTA RANCH

(Sewer Trunk Line and Related Improvements)

This Reimbursement Agreement (this "**Agreement**") is entered into as of the date last executed below by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the "City") and **Monte Vista Ranch, L.C.**, a Utah limited liability company ("**Developer**"). City and Developer are collectively referred to herein as the "Parties."

RECITALS

A. Developer is the developer of the Sweetwater Industrial site located in Eagle Mountain City, Utah (the "**Project**").

B. In connection with the Project, Developer has constructed (or will construct) and dedicate to the City a new sewer trunk line approximately 4,814 linear feet in length (from Tiffany Lane to the City's waste water treatment plant) with related improvements including all improvements itemized in the Bid Schedule from Arrow Engineering and the other cost/bid estimates collectively attached hereto as Exhibit "A" (the "**Sewer Improvements**").

C. The Parties agree that the Sewer Improvements are "*System Improvements*," as defined under Utah law. Accordingly, Developer is entitled to reimbursement from the City for the costs of the Sewer Improvements.

D. It is the intent of the Parties that the City will reimburse Developer for costs associated with the Sewer Improvements on the terms and conditions set forth herein.

AGREEMENT

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

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

2. IFFP Plan. To the extent necessary, the City will amend and update its Impact Fee Facilities Plan to include the Sewer Improvements.

3. Construction and Approval of the Sewer Improvements. Developer has or will complete the installation of the Sewer Improvements at Developer's sole cost by a qualified, licensed contractor acceptable to the City. Developer acknowledges that installation of the Sewer Improvements is a condition of development approval. Developer will warranty the Sewer Improvements in accordance with the City's standard warranty requirements for infrastructure improvements.

4. Reimbursable Costs. The Parties agree that the total reimbursable costs to design, construct, bond for, and install the Sewer Improvements shall not exceed the actual out-of-pocket

costs incurred by Developer to complete the Sewer Improvements. Subject to the foregoing, the City has reviewed and approved the bids and estimated material costs for the Sewer Improvements, which are attached hereto as Exhibit "A." The total estimated cost of the Sewer Improvements is $2,404,368.00 (the "**Reimbursable Costs**"), which are summarized as follows:

Bonded Improvement Costs	$2,371,938.00
Jackson Engineering Design Fees	$ 18,500.00
Jackson Eng. – Survey/staking	$ 13,930.00
TOTAL:	**$2,404,368.00**

Any increase in the Reimbursable Costs (including change orders) must be approved in writing by the City. The City shall not unreasonably withhold approval of any change order if the change order increases the size of the Sewer Improvements or provides additional benefit to the City, and the amount of the change order reasonably reflects the additional benefit to the City.

5. Representations of Developer. In conjunction with the submission of any and all invoices to the City, Developer represents and warrants to the City the following: (a) all Reimbursable Costs were procured through arms-length transactions; (b) Developer, or its principals or affiliates, do not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the invoice; (c) to the best of Developer's knowledge, the invoices are true and accurate invoices for the actual cost of the Sewer Improvements; (d) Developer has not requested or been provided any kickbacks or reimbursements in exchange for Developer accepting or agreeing to the invoices; (e) if the contractor(s) or entities providing materials or services reflected in the invoice provide other materials or services to Developer (or its principals or affiliates), Developer has not requested or been provided any discount on other materials or services in exchange for Developer utilizing the contractor or entity for the Sewer Improvements; and (f) the Reimbursable Costs do not include any administrative fees, construction management fees, insurance costs, licensing fees or attorney fees for Developer or its principals or affiliates.

6. Reimbursement Payments. The total amount of the Reimbursable Costs will be reimbursed by the City. They City shall collect sewer/wastewater impact fees from all service areas that benefit from the Sewer Improvements and make cash reimbursement payments to Developer on a quarterly basis from the available funds so collected by the City. No interest will accrue on the amounts to be reimbursed to Developer. Reimbursement payments will be made by the City to Developer until Developer has been reimbursed in full (without interest).

7. No Impact Fee Credits: For clarification, Developer will not receive any impact fee credits. If Developer or its affiliated entities construct residential dwelling units or other structures for which sewer/wastewater impact fees are ordinarily paid, they shall pay such impact fees according to the City's standard fee schedule. Such impact fee payments, along with all other sewer/wastewater impact fee payments from other builders/developers in the City, will be collected and used to reimburse Developer as set forth above in Section 5.

8. Changes in Impact Fee Regulations / Alternative Collection. Developer acknowledges and agrees that the City's obligation to reimburse Developer under this Agreement is

based on the City's ability to collect impact fees from developments in the City in accordance with the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101, *et seq*.) (the "**Act**"), and that changes to the Act or challenges to the City's Impact Fee Facilities Plan or Impact Fee Analysis may limit the ability of the City to collect impact fees to reimburse developer under this Agreement or require the City to amend the collection and reimbursement methodology in this Agreement. Subject to the foregoing, the City shall make all reasonable efforts to impose and collect sewer impact fees to fully reimburse the Developer for the full reimbursement amount in a timely manner.

9. Developers' Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. Cooperation and Noninterference. In consideration for the City entering into this Agreement, Developer agrees not to challenge, or to participate in any manner to any challenge, to the City's impact fees that relate to the Project, and shall cooperate with the City in the collection of all impact fees required by the applicable ordinances, provided that City does not adopt any future impact fees that designate only the Project as a "service area" pursuant to Utah Code Ann. 11-36a-102(19) (2020), as amended, or otherwise disproportionately imposes a higher impact fee on the Project than other similar developments.

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

a. *Governmental Immunity*. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63-30-1, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

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

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

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

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

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

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

h. *Interpretation*. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

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

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

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

DATED this ____ day of _____, 2020.

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, City Recorder

APPROVED AS TO FORM:

_____
Jeremy R. Cook, City Attorney

DATED this ____ day of _____, 2020.

MONTE VISTA RANCH, L.C.

By:_____

Print Name: _____

Title: _____

EXHIBIT "A"

Bids/Costs of Sewer Improvements

ARROW ENGINEERING

Request for Payment

Project: Sewer Trunk Line

Client / Owner: Tiffany Walden

Bid Schedule

Item #	Description	Qty	Units	Unit Price	Total
	Mob, SWPPP and Trackout Pad	1	l.s.	$ 30,000.00	$ 30,000.00
	84" Sewer Manhole	8	ea.	$ 15,800.00	$ 126,400.00
	72" Sewer Manhole	8	ea.	$ 13,800.00	$ 110,400.00
	42" Sewer Main	4814	l.f.	$ 280.00	$ 1,347,920.00
	24" Sewer Main	150	l.f.	$ 230.00	$ 34,500.00
	12" Sewer Main	200	l.f.	$ 80.00	$ 16,000.00
	Efill at Crossings and along Tiffany Ln	10743	ton	$ 18.00	$ 193,374.00
	Bedding	9928	ton	$ 23.00	$ 228,344.00
	Tiffany Lane Crossing and Patch	1	ea.	$ 25,000.00	$ 25,000.00
	Contingency/ Water Pumping	1	ea.	$ 50,000.00	$ 50,000.00
	Pipe and Manhole Testing	1	ea.	$ 35,000.00	$ 35,000.00
	Survey and Survey Check Points	1	l.s.	$ 22,000.00	$ 22,000.00
	Move Dirt Through Pipeline (not sloped)	16000	c.y.	$ 8.00	$ 128,000.00
	Compaction Testing	1	l.s.	$ 15,000.00	$ 15,000.00
	Sewer Video and Flush	1	l.s.	$ 10,000.00	$ 10,000.00

Original Contract Amount: $ 2,371,938.00

EAGLE
MOUNTAIN

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Monday, September 28, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain, Utah 84005

Subject: **42" Sewer Trunk Line** Bond Letter Requirements

City Recorder:
I have reviewed the improvement requirements and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	**SEWER**				
a	SWPPP	1	LS	$30,000.00	$30,000.00
b	84" sewer manhole	8	EA	$15,800.00	$126,400.00
c	72" sewer manhole	8	EA	$13,800.00	$110,400.00
d	42" sewer main	4814	LF	$280.00	$1,347,920.00
e	24" sewer main	150	LF	$230.00	$34,500.00
f	12" sewer main	200	LF	$80.00	$16,000.00
g	E-fill crossing & along Tiffany Ln.	10743	TON	$18.00	$193,374.00
h	Bedding	9928	TON	$23.00	$228,344.00
i	Tiffany Ln crossing patch	1	EA	$25,000.00	$25,000.00
j	Contingency/water pump	1	EA	$50,000.00	$50,000.00
k	Pipe & manhole testing	1	EA	$35,000.00	$35,000.00
l	Survey	1	LS	$22,000.00	$22,000.00
m	Move dirt through pipeline	16000	CY	$8.00	$128,000.00
n	Compaction testing	1	LS	$15,000.00	$15,000.00
o	Sewer Video & flush	1	LS	$10,000.00	$10,000.00
	TOTAL CONSTRUCTION COST				**$2,371,938.00**
	10% Bond Coverage				$237,193.80
	TOTAL BOND AMOUNT:				**$2,609,131.80**

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **$2,609,131.80.** The above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.
Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder

JACKSON ENGINEERING

June 8, 2020

Mr. Mike Wren
EM Founders Group
1754 E. Cedar Trails Way
Eagle Mountain, Utah 84005
RE: 42-Inch Eagle Mountain Gravity Trunk Line Engineering Scope and Budget

Dear Mike:

We are pleased to submit this scope and budget to provide engineering services related to the 42-inch Sanitary Sewer Trunk Line for the Sweetwater Industrial Site. The proposed scope of work and fee information is below.

PROJECT UNDERSTANDING

The Owner has requested that Jackson Engineering provide a design to extend a 42-inch sewer from Tiffany Lane to the Eagle Mountain WWTP. The project will include connections for sewer lines from the proposed Sweetwater Industrial Development and approximately 5,000-feet of 42" gravity sewer line. The alignment of the sewer line through the development will be provided by the developers engineer.

WORK PLAN

Our assumed scope of work is included below:

Task 100 – Preliminary Design

Preliminary Design engineering will include a kick-off meeting and site visit. We will prepare a base map utilizing recent aerials and incorporate previous engineering performed during the feasibility/conceptual stage. We will also obtain existing utility information from utility agencies, City GIS & record drawings provided by the City. We have assumed coordination between Jackson Engineering, the development engineer, the City and their WWTP design engineer. Also included will be survey of the align and verification of datums for the project.

We will submit a 60% design to the City/Owner for review. We will meet with the City/Owner to review the layout and receive comments on the design before finalizing.

Deliverables:

- Base Drawing
- 60% Plans

3376 Stonehill Lane
Cottonwood Heights, Utah 84121
(801) 558-5293

Task 200 – Final Design

We will prepare the final drawings, including Plan and Profile Sheets and all necessary detail drawings on 11'x17' sheets. Detail drawings of the connection, manholes and trench will be provided. Technical specifications, bid schedule and hydraulic calculations will also be provided.

Jackson Engineering will submit the design to the City for a final review. We will meet with the City at the 90% level to review the drawings and receive comments on the final design. We do not anticipate preparing any easement descriptions.

Deliverables:

- Final Drawings in PDF format
- Technical Specifications

ASSUMPTIONS

The following are assumptions made during the preparation of the scope and fee:

- Two meetings were assumed.
- The fee does not included assistance during construction, inspection or as-builts. If it is necessary to assist in these items Jackson Engineering can provide services on a T&M basis.
- We assumed that the City would be able to review and deliver comments within a week.
- Aqua Engineering will provide the location of the City's proposed lift station.
- A geotechnical investigation is not necessary due to previous investigations for the area.
- Bidding services will not be necessary.
- Construction survey is not included.

ESTIMATED FEE

A budget of **$18,500.00** is proposed for the design tasks provided above.

TASK	ESTIMATED FEE
Task 100: Preliminary Design	$11,400.00
Task 200: Final Design	$7,100.00
TOTAL DESIGN	$18,500.00

PROPOSED SCHEDULE

We estimate that the preliminary engineering can be completed within one week after the Owner provides a Notice to Proceed. We will finalize drawings within one week after received comments from the City.

JACKSON ENGINEERING

JACKSON ENGINEERING

September 21, 2020

Mr. Mike Wren
EM Founders Group
1754 E. Cedar Trails Way
Eagle Mountain, Utah 84005

RE: 42-Inch Eagle Mountain Gravity Trunk Line During Construction Engineering & Survey

Dear Mike:

We are pleased to submit this scope and budget to provide during construction engineering services and survey construction staking related to the 42-inch Sanitary Sewer Trunk Line for the Sweetwater Industrial Site. The proposed scope of work and fee information is below.

PROJECT UNDERSTANDING

The Owner has requested that Jackson Engineering provide and coordinate construction staking and engineering support during the construction of the 42-inch sewer from Tiffany Lane to the Eagle Mountain WWTP.

WORK PLAN

Our assumed scope of work is included below:

Task 300 – Survey Construction Staking
Provide construction staking with (2) offsets at each manhole location and every 100 feet along the 42-inch sewer line alignment. This includes 16 sewer manholes and 4,943 lineal feet of sewer line.

Task 400 – During Construction Engineering and Inspections
Participate in preconstruction meeting, review material submittals, respond to contractor questions, during construction inspections, preparation of record drawings. Inspector will visit the project once daily through the duration of the project and prepare inspection reports as required by Eagle Mountain City.

3378 STONEHILL LANE
COTTONWOOD HEIGHTS, UTAH 84121
(801) 558-5293

ESTIMATED FEE

A budget of **$18,500.00** is proposed for the design tasks provided above.

TASK	ESTIMATED FEE
Task 300: Survey Construction Staking	$4,680.00
Task 400: During Construction Engineering and Inspections	$9,250.00
TOTAL DESIGN	$13,930.00

Please contact me if you have any questions or need additional information.
Sincerely,

JACKSON ENGINEERING

Steven L. Jackson, PE

APPROVED BY:

Signature & Title
Tiffany Walden, the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C.

JACKSON ENGINEERING

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 General Contracting - Kenny Seng Construction		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	$3,506,002.11 (or) $4,047,219.21		
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the city council approve a bid award to Kenny Seng Construction for the value engineering base bid amount of $3,506,002.11 and consider approving the add alternate of $541,217.10 for the construction of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include but not limited to grading, fine leveling, concrete, asphalt, lighting, sports courts, site furnishings, shade pavilions, parking lots, irrigation, shrubs, trees, restroom as defined in the bid schedule of this project. Mainly the project consists of improvements to the southeast end of the park in which more recreational turf space will be installed to provide for more recreational opportunities in the community. Also as part of the scope there will be improvements to the festival field area to accommodate City events and allow for the space to be programmed for other recreational opportunities throughout the year. Lastly there is a 10 court pickleball complex on the north east corner of the park adjacent to the splash pad and other sports courts in the area.

Staff set the bid schedule up to allow for options in the bid schedule. The original base bid came in at $4,027,842.74 with an additive alternate in the amount of $541,217.10. Upon receiving bids, staff checked the bid amounts and considered the original bids to be

higher than anticipated. Staff has contacted the low bidder Kenny Seng Construction and met with them to talk about value engineering the project to get the total bid for the project back into the original bid projection for the project. Kenny Seng Construction has came back with a value engineering option for the base bid to be $3,506,002.11 which would remove part of the parking lot and landscape on the south end of the baseball complex. Also there is an option to complete the add alternate portion of this bid to add a 10 court pickleball complex in the northeast corner of the project in the amount of $541,217.10. The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $4,047,219.21.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Bid Tabulation

EAGLE MOUNTAIN CITY

BID OPENING FOR

Cory B. Wride Memorial Park - Phase 2

BIDS OPENED: October 15, 2020

	Bidder	Complete Bid YES	Complete Bid NO	Base Bid	Add Alternate
1.	VanCon, Inc.	X		$5,349,693.00	$506,599.80
2.	JLR General Contractors	X		$5,287,207.58	$586,032.50
3.	Kenny Seng Construction	X		$4,027,842.74	$541,217.10
4.	S&L Inc.	X		$4,197,486.34	$598,309.00
5.	Valley Design & Construction	X		$4,660,180.00	$463,642.00
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Brad Hickman 10/15/20

Name

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 Lighting - Codale Electric
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$86,079.00 (or) $139,155.00 - State Contract Purchase
APPLICANT:	Brad Hickman

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the city council approve a state contract bid award to Codale Electric for the base bid amount of $86,079.00 and consider approving the add alternate of $53,076.00 for the lighting of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include sport lighting for existing sport courts as the base bid an additional 10 court pickleball complex as an add alternate. This contract is to supply and install all the necessary components for sport court lighting systems.

Staff reached out to state contract pricing and bid out lighting options. The base bid came in at $86,079.00 with an additive alternate in the amount of $53,076.00. The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $139,155.00.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 Amenities - Big T Recreation
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$61,550.18 (or) $61,550.18 - State Contract Purchase
APPLICANT:	Brad Hickman

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the City council approve a bid award to Big T Recreation for the base bid amount of $37,222.73 and consider approving the add alternate of $24,327.45 for the amenities of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include amenities to match existing amenities from the prior phases of the project.

Staff set the bid schedule up to allow for options in the bid schedule. The original state contract base bid came in at $37,222.73 with an additive alternate in the amount of $24,327.45 The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $61,550.18.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Cory B. Wride Memorial Park, Phase 2 Park Equipment - Sonntag Recreation LLC
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$65,163.00 (or) $112,597.00 - State Contract Purchase
APPLICANT:	Brad Hickman

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends that the city council approve a state contract bid award to Sonntag Recreation for the base bid amount of $65,163.00 and consider approving the add alternate of $47,434.00 for the amenities of the 10 court pickleball complex.

BACKGROUND:
City staff has been working with a master concept plan to make improvements to the Cory B. Wride Memorial Park. Improvements will include 30'x36' pavilion that will match existing pavilions in the park. The add alternate will also include some shade structures and amenities for a new 10 court pickleball complex.

Staff set the bid schedule up to allow for options in the bid schedule. The original base bid came in at $65,163.00 with an additive alternate in the amount of $47,434.00. The base bid can be awarded or the base bid and the add alternate can be approved in the amount of $112,597.00.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	Utility Billing Office Remodel - Onsite Development Inc.
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$77,500 GL 47-81-41950-7002
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Jeff Weber, Admin

PRESENTED BY:
Jeff Weber

RECOMMENDATION:
Staff recommends that the City Council award the bid to Onsite Development Inc. in the amount of $77,500. There were two other companies that bid on the project - Crew General Contractors, Inc. $91,091 and Arnell West, Inc. $97,000.

BACKGROUND:
The City budgeted $100,000 to remodel the Utility Billing Office. The remodel includes adding two offices and moving the receptionist behind glass for security purposes.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
Building Permit and Approved Drawings

BUILDING PERMIT APPLICATION

EAGLE MOUNTAIN

2565 N PONY EXPRESS PKWY EAGLE MOUNTAIN, UT 84005
Email BUILDINGINSPECTIONS@EMCITY.ORG for inspections

Application Date	Plans	Survey	Plot Plan	Con type	Occupancy	PERMIT #
9/23/20						2020-1825

APPLICANT INFORMATION - PLEASE PRINT OR TYPE

Owner Name: Eagle Mountain City — Contact Number: 801-420-2327

Mailing Address: 1650 E Stagecoach Run — City: Eagle Mtn — State: Ut — Zip: 84005

Job Site Address: 1650 E Stagecoach Run — Subdivision — Phase — Lot # — Tax Serial ID

EXISTING USE OF PARCEL		INTENDED USE OF PARCEL		SEWER	
Vacant	✓ Commercial	Agriculture	Commercial	Public	
Agriculture	Industrial/ Type	Single Family	Industrial	Septic	
Single Family	Other/ Type	Duplex	Basement		
Multiple Units		Multiple Units	Other/Type		

Dwelling Units — # Stories — # Bedrooms — # Baths — # Fireplaces

Building Dimension — Garage Dimensions — Attached / Detached — Lot Acreage

List existing buildings (and use) on the lot: — Project Valuation $

	Address	Telephone	License #
Engineer Name: Realize Engineering		801-930-9265	
Architect Name: Alt Architecture			
General Contractor Name: Jeff Weber		801-420-2327	
Electrical Contractor Name			
Plumbing Contractor Name			
Mechanical Contractor Name			

The undersigned agrees to comply with all Eagle Mountain City, Utah County and State of Utah building laws, codes and ordinances adopted and mandated. I certify the information presented in this application for a building permit are true and accurate. Any misrepresentations or errors herein are the sole responsibility applicant and in no way incur or accrue liability or obligation to enforcing officers or agents.

This permit becomes null and void if work on the construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work has commenced.

Per Eagle Mountain City Consolidated Fee Schedule, 1.4.4; Refunds for permits issued will be limited to 80% of the permit costs, not later than 90 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

OCCUPANCY IS PROHIBITED UNTIL AFTER FINAL INSPECTION HAS BEEN PASSED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED.

I HAVE VERIFIED THE SEWER DEPTH OF THE ABOVE LOT AND WILL TAKE ALL RESPONSIBILITY FOR SETTING THE STRUCTURE ACCORDINGLY.

CONTACT EMAIL ADDRESS jweber@emcity.org

Print Name Jeff Weber

Applicant's signature

Contractor License#

FOR DEPARTMENT USE ONLY

DEPARTMENT APPROVAL	APPROVED BY	DATE OF APPROVAL
PLANNING		
FT CHECK#:	PLAN REVIEW DEPOSIT#:	BUILDER ID# — UFA FEE PD
COMMENTS/NOTES:		2ND KITCH/ACC APT RCVD Y / N

FOR DEPARTMENT USE ONLY

Date Permit Issued:

Bldg. Dept. Signature:

CONNECTION FEES	FEE AMOUNT
Construction Water	
Water Meter	
Sewer	
Sub Total	

IMPACT FEES	FEE AMOUNT
TSSD Administration	
TSSD	
Water	
Storm Water	
Waste Water	
Transportation	
Parks & Trails	
Parks Fee-in-lieu	
Silver Lake Trees	
Public Safety	
Sub Total	

BLDG DEPT FEES	FEE AMOUNT
Electric	
Temp Power	
Plumbing	
Mechanical	
Plan Check	
Building Permit	
1% Utah State Tax	
Sub Total	
TOTAL FEES	$
Valuation	
	SQUARE FEET
MAIN	
UPPER	
FIN.BASEMENT	
UNFIN. BASEMENT	
GARAGE	
OTHER	

SET BACK REQUIREMENTS AS PER APPRVD SITE PLAN

TOTAL FEE PAID	CHECK #
$	
BLDR DEPOSIT PAID	**CHECK#**
$	

BUILDER DEPOSIT TO BE RETURNED TO:
NAME:

Address:

Telephone:

Issued by:

EAGLE MOUNTAIN
UTILITIES BILLING OFFICE REMODEL

1650 STAGE COACH RUN
EAGLE MOUNTAIN, UTAH 84005

DESIGN TEAM

OWNER

EAGLE MOUNTAIN CITY
1650 STAGE COACH RUN
EAGLE MOUNTAIN, UTAH 84005
PHONE: 801-789-6679
jlwebar@emcity.org
JEFF WEBER, FACILITIES DIRECTOR

ARCHITECT

alt architecture
1445 WEST 8660 SOUTH
WEST JORDAN, UTAH 84088
PHONE: 801-865-0633
andy@altarchitecture-ut.com
ANDY TONGISH, AIA

GENERAL NOTES:

1. FIRE SPRINKLER SYSTEM TO BE A DEFERRED SUBMITTAL. CONTRACTOR SHALL EXTEND EXISTING SYSTEM INTO NEW AREA. SUB-CONTRACTOR TO PROVIDE SHOP DRAWINGS AND CALCULATION TO THE ARCHITECT, OWNER, AND CITY.

NOTE:
MECHANICAL, PLUMBING, AND ELECTRICAL SHALL BE DESIGN/BUILD.
CONTRCTOR SHALL MEET ALL REGULATORY REQUIREMENTS.

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES AS ADOPTED HEREIN
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
☒ ELECTRICAL ☐ ENERGY
☒ ACCESSIBILITY ☐ FIRE
PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS
BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.

alt architecture

MARK	DATE	DESCRIPTION

UTILITIES BILLING OFFICE REMODEL
1650 STAGE COACH RUN EAGLE MOUNTAIN, UTAH 84005, UTAH
EAGLE MOUNTAIN CITY

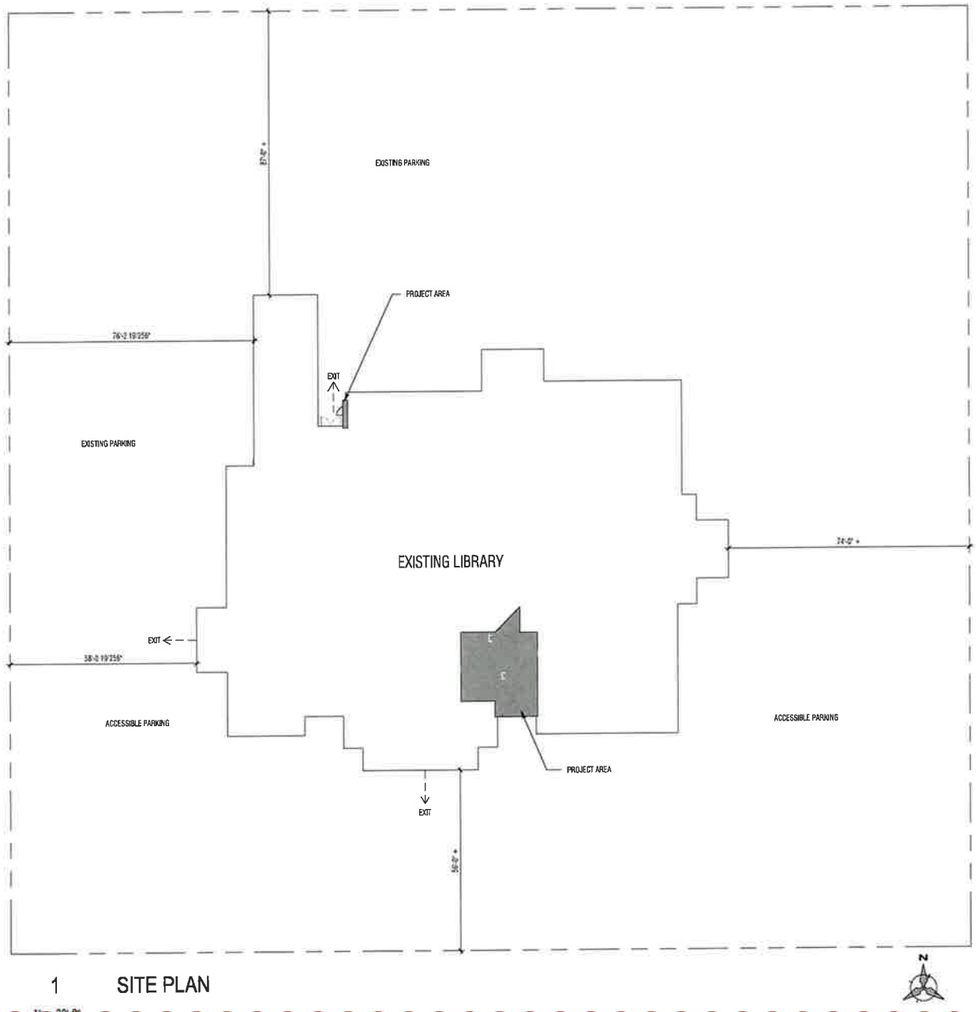
PROJECT #	20-016
DRAWN BY:	act
CHECKED BY:	act

ISSUED: 9/23/2020

STATE OF UTAH — ANDREW C TONGISH — No. 13302-0301 — LICENSED ARCHITECT

COVER SHEET

G001



1 SITE PLAN

1" = 20'-0"

CODE COMPLIANCE SUMMARY

PROJECT EAGLE MOUNTAIN UTILITIES BILLING OFFICE
NFPA 13 SPRINKLERED THROUGHOUT
BUILDING CODES: IBC 2018, NEC 2017

BUILDING - EXISTING

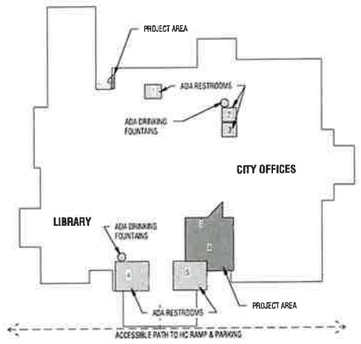
BUILDING OCCUPANCY	A-3	B
BUILDING TYPE: VB		
MAIN FLOOR BUILDING SF	4,117	12,283
UPPER STORAGE SF:	621	
ALLOWABLE SF	24,000	36,000
ALLOWABLE BUILDING HEIGHT: 60 FEET		
ACTUAL BUILDING HEIGHT: 22'-2" SOFFIT LINE		
OCCUPANT LOAD:	LIBRARY	BUSINESS
SPLIT 50/50	50/100 = 49/24	150 = 82

TOTAL OCCUPANT LOAD: 154

PLUMBING: 165 TOTAL OCCUPANTS	LIBRARY	BUSINESS
	72 TOTAL	82
	1/125 & L&S	1/25
	1 MEN REQUIRED	2 EACH REQUIRED
	1 WOMEN REQUIRED	

AVAILABLE:	MEN	1 WC 2 URINALS 2 LAVS	WOMEN	3 WC 2 LAVS	SINGLE OCCUPANT 3 WC 3 LAVS

DRINKING FOUNTAINS:	3
SERVICE SINKS	1



2 BUILDING LAYOUT

1/32" = 1'-0"

RESTROOMS

1	SINGLE-USE RESTROOM, ADA TOILET 1 LAV
2	SINGLE-USE RESTROOM, ADA TOILET 1 LAV
3	SINGLE-USE RESTROOM, ADA TOILET 1 LAV
4	MULTI-USE RESTROOM, ADA TOILET (2) URINALS (2) LAVS
5	MULTI-USE RESTROOM, ADA TOILET (2) TOILETS (2) LAVS

Accessibility Notes:

1. Contractor and inspector will field verify the existing accessible route from the existing accessible parking and the building entrance. The accessible route shall not exceed a running slope of 5% and a cross slope of 2% as required by IBC 1104 and ICC A117.1-09 Section 403.3. If the existing route does not comply, the contractor shall be responsible to make necessary modifications to the accessible route.
2. Since existing restrooms and drinking fountains will serve the proposed space, the contractor and inspector shall field verify the existing restrooms and drinking fountains are compliant with the provisions of ICC A117.1-09 Chapter 6. If the existing restrooms are not compliant, the contractor shall update them as required.
3. If any of the above items do not comply with ICC A117.1-09, and will not be upgraded, please provide a cost analysis showing the cost to do so will exceed 20% of the construction cost of alterations to the area containing the primary function, per Exception 1 to IEBC 410.7.

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES IDENTIFIED BELOW:
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
☐ ELECTRICAL ☒ ENERGY
☒ ACCESSIBILITY ☐ FIRE
PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS.
BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC

GENERAL:	
G001	COVER SHEET
G002	PROJECT INFORMATION
ARCHITECTURAL:	
A101	PLANS & ELEVATIONS
A102	MISC. DETAILS

alt architecture

MARK	DATE	DESCRIPTION

UTILITIES BILLING OFFICE REMODEL
SANDY, UTAH
EAGLE MOUNTAIN CITY

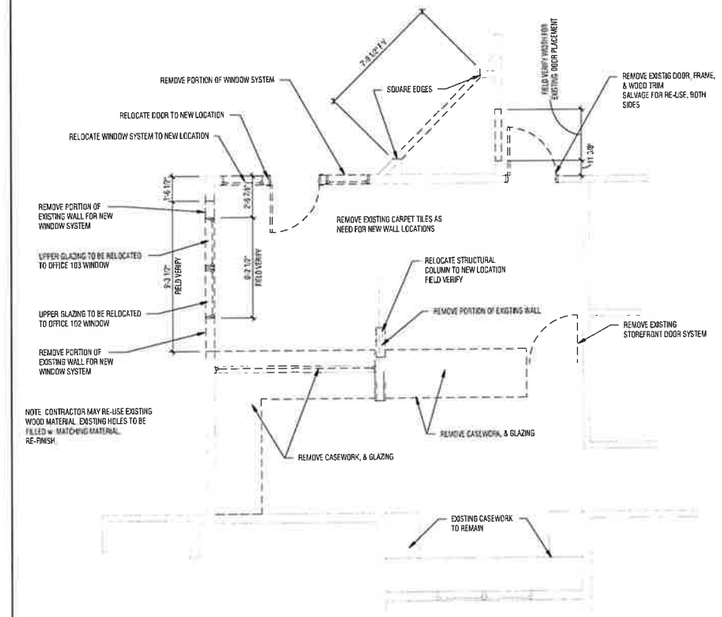
PROJECT # 20-016
DRAWN BY: act
CHECKED BY act

ISSUED 9/23/2020

STATE OF UTAH
ANDREW C TONGISH
No. 178323-4201
REGISTERED ARCHITECT

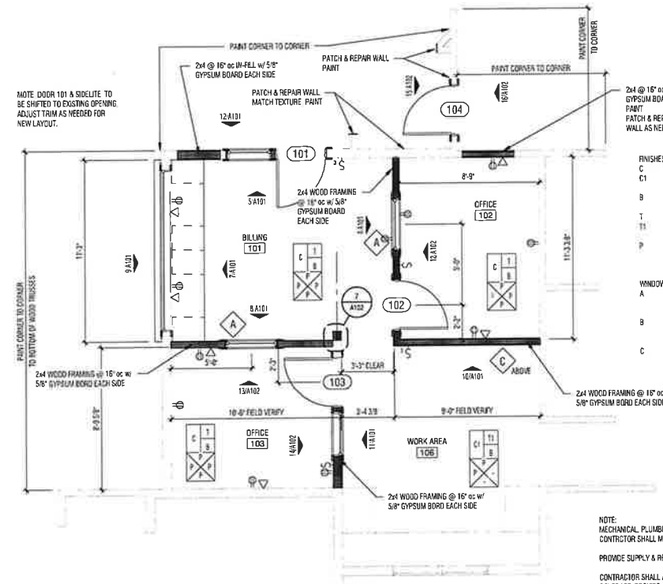
PROJECT INFORMATION

G002



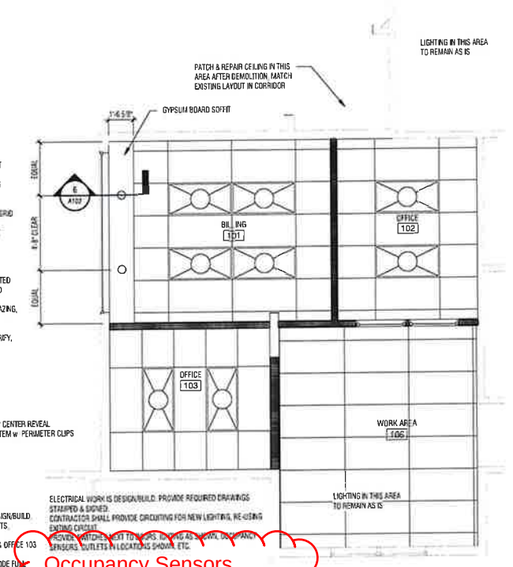
1 DEMOLITION FLOOR PLAN

1/4" = 1'-0"



2 FLOOR PLAN

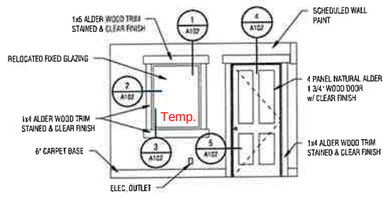
1/4" = 1'-0"



3 REFLECTED CEILING PLAN

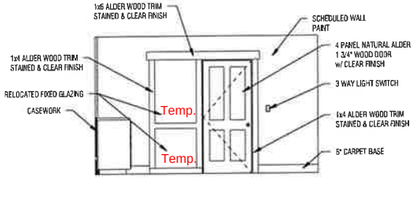
1/4" = 1'-0"

Occupancy Sensors Required in 101,102 & 103



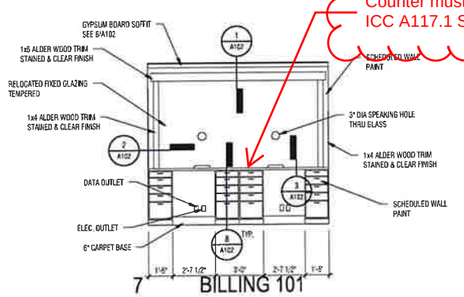
4 BILLING 101

1/4" = 1'-0"



5 BILLING 101

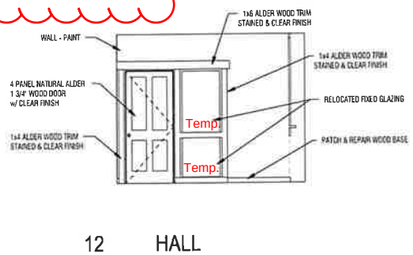
1/4" = 1'-0"



7 BILLING 101

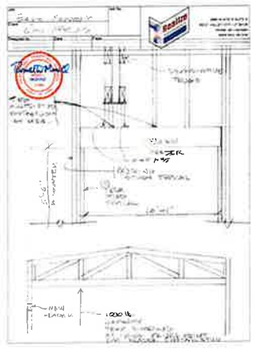
1/4" = 1'-0"

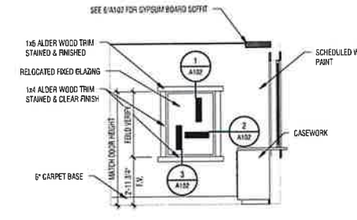
Counter must be at 36" max per ICC A117.1 Section 904.3



12 HALL

1/4" = 1'-0"

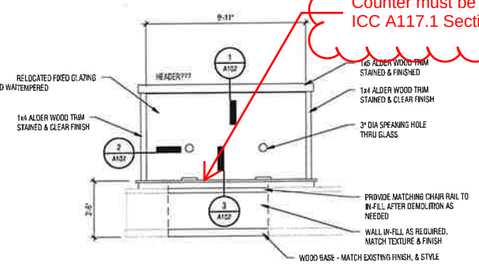




8 BILLING 101

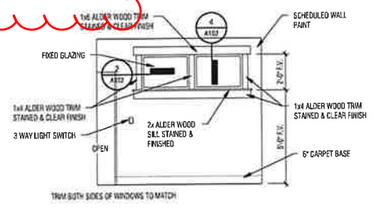
1/4" = 1'-0"

Counter must be at 36" max per ICC A117.1 Section 904.3



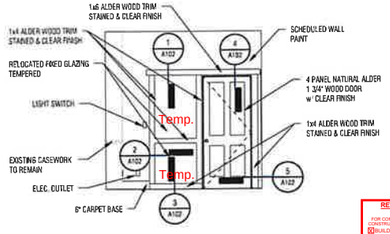
9 LOBBY ELEVATION

1/4" = 1'-0"



10 WORK AREA 108

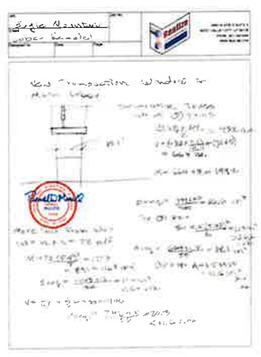
1/4" = 1'-0"



11 WORK AREA 108

1/4" = 1'-0"

REVIEWED FOR CODE COMPLIANCE
FOR COMPLIANCE WITH THE APPLICABLE CONSTRUCTION CODES IDENTIFIED BELOW:
☒ BUILDING ☐ STRUCTURAL
☐ MECHANICAL ☐ PLUMBING
☒ ELECTRICAL ☒ ENERGY
☒ ACCESSIBILITY ☐ FIRE
PLAN REVIEW ACCEPTANCE OF DOCUMENTS DOES NOT AUTHORIZE CONSTRUCTION TO PROCEED IN VIOLATION OF ANY FEDERAL, STATE OR LOCAL REGULATIONS.
BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.



alt architecture

MARK	DATE	DESCRIPTION

UTILITIES BILLING OFFICE REMODEL
SANDY, UTAH
EAGLE MOUNTAIN CITY

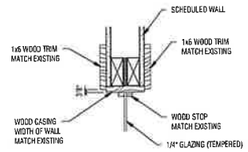
PROJECT #	20-016
DRAWN BY:	act
CHECKED BY:	act

ISSUED 9/23/2020

STATE OF UTAH
ANDREW C TONGISH
No. 12622-2201
LICENSED ARCHITECT

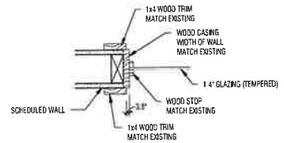
PLANS & ELEVATIONS

A101



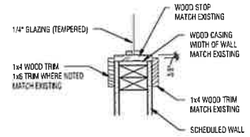
1 WINDOW HEAD

1 1/2" = 1'-0"



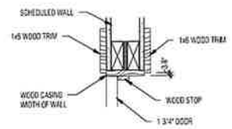
2 WINDOW JAMB

1 1/2" = 1'-0"



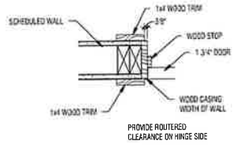
3 WINDOW SILL

1 1/2" = 1'-0"



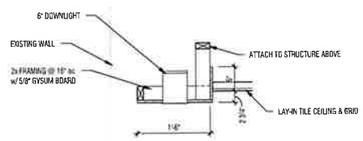
4 DOOR HEAD

1 1/2" = 1'-0"



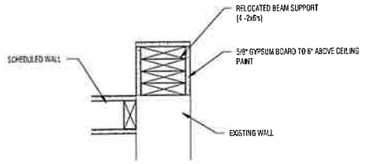
5 DOOR JAMB

1 1/2" = 1'-0"



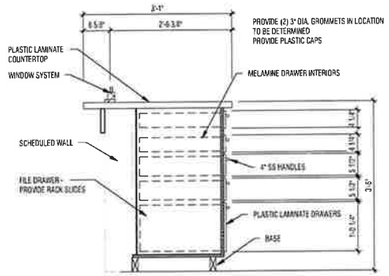
6 SOFFIT

3/4" = 1'-0"



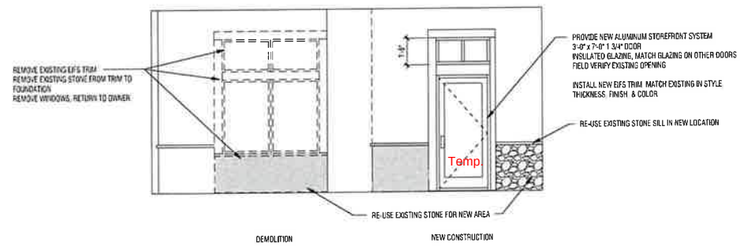
7 BEAM POST

1 1/2" = 1'-0"



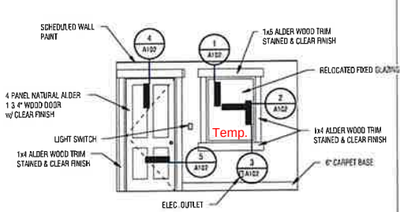
8 BASE CABINET

3/4" = 1'-0"



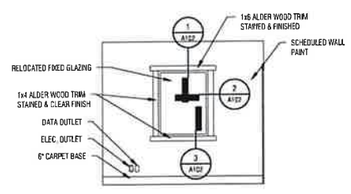
10 RECORDER - EXTERIOR

1/4" = 1'-0"



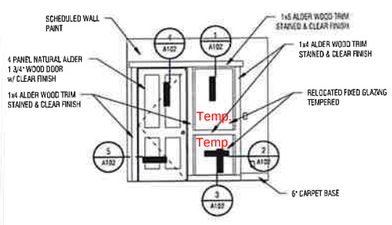
12 OFFICE 102

1/4" = 1'-0"



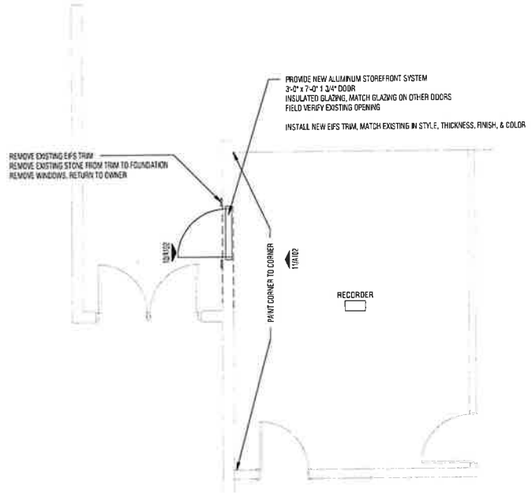
13 OFFICE 103

1/4" = 1'-0"



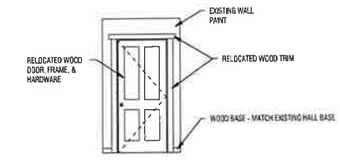
14 OFFICE 103

1/4" = 1'-0"



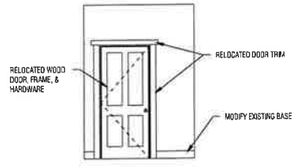
9 RECORDERS FLOOR PLAN

1/4" = 1'-0"



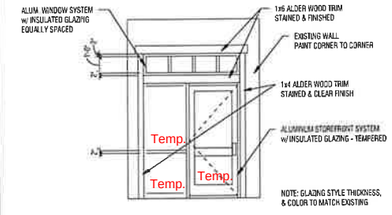
15 HALL DOOR 104

1/4" = 1'-0"



16 CHAMBERS DOOR 104

1/4" = 1'-0"



11 RECORDER - INTERIOR

1/4" = 1'-0"

REVIEWED FOR CODE COMPLIANCE
PLANS WERE REVIEWED FOR APPLICABLE CONSTRUCTION CODES IDENTIFIED BELOW
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BY: _____ DATE: 09/30/20
WEST COAST CODE CONSULTANTS, INC.

alt architecture

DESCRIPTION
DATE
MARK

UTILITIES BILLING OFFICE REMODEL
SANDY, UTAH
EAGLE MOUNTAIN CITY

PROJECT #	20-016
DRAWN BY:	act
CHECKED BY:	act
ISSUED	9/23/2020

STATE OF UTAH
ANDREW C TONGREN
No. 12322-0201
LICENSED ARCHITECT

MISC. DETAILS

A102

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, October 22, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Eagle Point phase "J" plat 1 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Eagle Point phase "J" plat 1 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

2nd Bond Release	
Original Bond Amount:	$ 712,664.62
Previous Release Amount:	$ 455,645.80
Amount to Release this Period:	$ 160,752.00
Amount Remaining in Bond :	$ 96,266.82

Bond Releases Summary	
#1	$ 455,645.80
#2	$ 160,752.00
#3	$ -
#4	$ -
TOTAL	$ 616,397.80

10/22/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SWPPP & SITE WORK**										
a	SWPPP	1	0.5	LS	$3,000.00	$1,500.00	0	1	100%	$1,500.00	$1,500.00
2	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	81753	81753	SF	$1.20	$98,103.60	81,753	0	100%	$0.00	$98,103.60
b	6 inch Road base(also behind curb)	99922	99922	SF	$0.55	$54,957.10	99,922	0	100%	$0.00	$54,957.10
c	9 inch sub-base(e-fill)9behind curb)	99922	99922	SF	$0.75	$74,941.50	99,922	0	100%	$0.00	$74,941.50
d	30" curb & gutter	5191	5191	LF	$21.00	$109,011.00	5,191	0	100%	$0.00	$109,011.00
e	8' multiuse path	232	232	LF	$36.00	$8,352.00	232	0	100%	$0.00	$8,352.00
f	5' Sidewalk	5148	5148	LF	$26.00	$133,848.00	0	5148	100%	$133,848.00	$133,848.00
g	10' multiuse path	412	412	SF	$42.00	$17,304.00	0	412	100%	$17,304.00	$17,304.00
h	Stop signs	4	4	EA	$200.00	$800.00	0	4	100%	$800.00	$800.00
i	Street signs	4	4	EA	$200.00	$800.00	0	4	100%	$800.00	$800.00
j	ADA ramps	10	10	EA	$650.00	$6,500.00	0	10	100%	$6,500.00	$6,500.00
3	**CULINARY WATER**										
a	8" culinary water c-900 w/fittings	2793	837.9	LF	$28.00	$23,461.20	2,793	0	100%	$0.00	$23,461.20
b	Fire Hydrant	5	1.5	EA	$4,200.00	$6,300.00	5	0	100%	$0.00	$6,300.00
c	8" gate valves w/collars	12	3.6	EA	$1,400.00	$5,040.00	12	0	100%	$0.00	$5,040.00
d	1" water service lateral	1	0.3	EA	$2,000.00	$600.00	1	0	100%	$0.00	$600.00
e	2" water service lateral	2	0.6	EA	$2,500.00	$1,500.00	2	0	100%	$0.00	$1,500.00
f	connect to existing water w/valve	2	0.6	LS	$1,400.00	$840.00	2	0	100%	$0.00	$840.00
g	3/4 inch water service	58	17.4	EA	$1,100.00	$19,140.00	58	0	100%	$0.00	$19,140.00
h	2" blow off	2	0.6	EA	$1,000.00	$600.00	2	0	100%	$0.00	$600.00
i	Sampling station	1	0.3	EA	$1,100.00	$330.00	1	0	100%	$0.00	$330.00
4	**STORM DRAIN**										
a	15"ADS HP pipe	1429	285.8	LF	$25.00	$7,145.00	1,429	0	100%	$0.00	$7,145.00
b	18" ADS HP pipe	733	146.6	LF	$30.00	$4,398.00	733	0	100%	$0.00	$4,398.00
c	Orifice plate	2	0.4	EA	$500.00	$200.00	2	0	100%	$0.00	$200.00
d	Flared-end section	2	0.4	EA	$1,000.00	$400.00	2	0	100%	$0.00	$400.00
e	60" dia. Manholes	3	0.6	EA	$3,000.00	$1,800.00	3	0	100%	$0.00	$1,800.00
f	3x6 combo box	6	1.2	EA	$3,100.00	$3,720.00	6	0	100%	$0.00	$3,720.00
g	2x3 Catch Basin	6	1.2	EA	$2,300.00	$2,760.00	6	0	100%	$0.00	$2,760.00
h	Snout type 24r	2	0.4	EA	$600.00	$240.00	2	0	100%	$0.00	$240.00
i	Detention pond	4132	826.4	CY	$5.00	$4,132.00	4,132	0	100%	$0.00	$4,132.00
5	**SEWER**										
a	8" PVC Sewer pipe	2647	529.4	LF	$26.00	$13,764.40	2,647	0	100%	$0.00	$13,764.40
b	48" dia. Manholes	7	1.4	EA	$2,600.00	$3,640.00	7	0	100%	$0.00	$3,640.00
c	60" dia. Manholes	3	0.6	EA	$2,800.00	$1,680.00	3	0	100%	$0.00	$1,680.00
d	4" sewer laterals	63	12.6	EA	$650.00	$8,190.00	63	0	100%	$0.00	$8,190.00
e	Connect to existing manhole	2	0.4	EA	$1,000.00	$400.00	2	0	100%	$0.00	$400.00
	TOTAL CONSTRUCTION COST					**$616,397.80**					
	Original 10% Bond Coverage					$96,266.82					
								Released this Period		$160,752.00	
	TOTAL BOND AMOUNT:					**$712,664.62**					

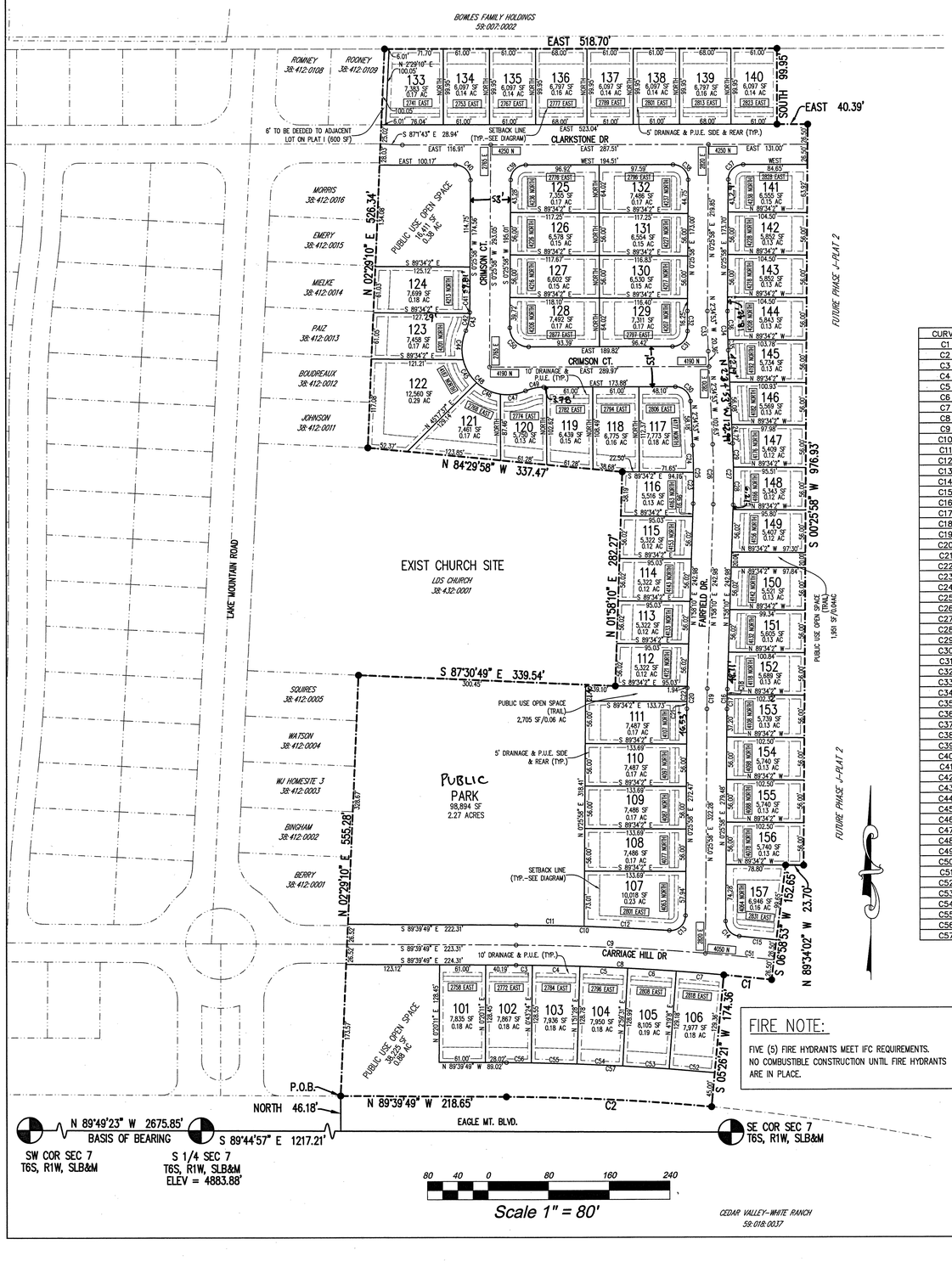
Christopher T. Trusty P.E.
Engineering Director

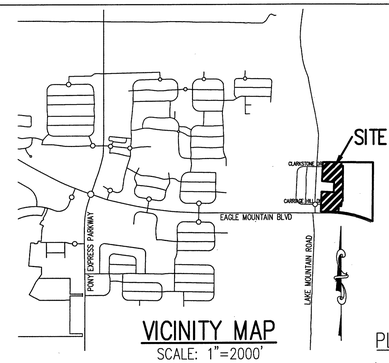
10/22/2020
Date

Robert Ballif
Engineering Tech. 1

10/22/2020
Date

EAGLE POINT PHASE J - PLAT 1





VICINITY MAP
SCALE: 1"=2000'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	3180.00	63.67	1°8'50"	63.67	N 84°8'30" W
C2	3046.50	271.32	5°6'10"	271.22	N 87°6'44" W
C3	3180.00	21.48	0°23'13"	21.48	S 89°28'12" E
C4	3180.00	62.95	1°8'3"	62.95	S 88°42'34" E
C5	3180.00	62.96	1°8'4"	62.96	S 87°34'31" E
C6	3180.00	64.28	1°9'29"	64.28	S 86°25'44" E
C7	3180.00	62.97	1°8'4"	62.97	S 85°16'57" E
C8	3180.00	274.64	4°56'54"	274.55	S 87°11'22" E
C9	3206.50	250.09	4°28'8"	250.03	S 87°25'45" E
C10	3233.00	202.31	3°35'7"	202.27	S 87°52'16" E
C11	3233.00	89.73	1°35'25"	89.72	S 88°52'7" E
C12	3233.00	112.58	1°59'43"	112.57	S 87°4'33" E
C13	20.00	32.63	93°29'20"	29.13	N 47°10'38" E
C14	20.00	29.62	84°52'6"	26.99	S 42°0'5" E
C15	3233.00	49.46	0°52'35"	49.46	S 83°59'50" E
C16	973.50	26.11	1°32'12"	26.11	N 1°12'4" E
C17	973.50	18.80	1°6'23"	18.80	N 0°59'9" E
C18	973.50	7.31	0°25'49"	7.31	N 1°45'15" E
C19	1000.00	26.82	1°32'12"	26.82	N 1°12'4" E
C20	1026.50	27.53	1°32'12"	27.53	N 1°12'4" E
C21	1026.50	9.47	0°31'43"	9.47	N 0°41'49" E
C22	1026.50	18.06	1°0'29"	18.06	N 1°27'55" E
C23	968.50	41.22	2°26'19"	41.22	N 0°45'1" E
C24	968.50	35.71	2°6'45"	35.70	N 1°31'31" W
C25	968.50	76.93	4°33'3"	76.91	N 0°18'22" W
C26	995.00	79.03	4°33'3"	79.01	N 0°18'22" W
C27	1021.50	81.14	4°33'3"	81.11	N 0°18'22" W
C28	1021.50	49.80	2°47'36"	49.80	N 0°34'22" E
C29	1021.50	31.33	1°45'27"	31.33	N 1°42'10" W
C30	20.00	30.51	87°25'7"	27.64	N 46°17'27" W
C31	20.00	31.78	91°2'27"	28.54	N 44°28'46" E
C32	1031.50	26.53	1°28'25"	26.53	N 0°18'15" W
C33	1005.00	52.87	3°0'51"	52.86	N 1°4'28" W
C34	978.50	51.48	3°0'51"	51.47	N 1°4'28" W
C35	978.50	13.89	0°48'47"	13.89	N 2°10'30" W
C36	978.50	37.59	2°12'4"	37.59	N 0°40'4" W
C37	20.00	31.26	89°34'2"	28.18	N 45°12'59" E
C38	20.00	31.57	90°25'58"	28.39	N 44°47'1" W
C39	20.00	31.26	89°34'2"	28.18	S 45°12'59" W
C40	20.00	31.57	90°25'58"	28.39	S 44°47'1" E
C41	60.00	1.19	1°8'21"	1.19	N 1°0'8" E
C42	60.00	23.48	22°25'5"	23.33	S 12°46'51" W
C43	60.00	24.67	23°33'26"	24.50	S 12°12'41" W
C44	60.00	39.04	37°16'47"	38.35	S 5°21'1" W
C45	60.00	35.52	33°54'56"	35.00	S 30°14'51" E
C46	60.00	35.52	33°54'56"	35.00	S 64°9'46" E
C47	60.00	33.97	32°26'12"	33.52	N 82°39'40" E
C48	60.00	144.04	137°32'50"	111.86	S 44°47'1" E
C49	60.00	24.67	23°33'26"	24.50	N 78°13'17" E
C50	25.00	39.46	90°25'58"	35.49	S 44°47'1" E
C51	3206.50	91.29	1°37'52"	91.29	S 84°22'45" E
C52	3091.50	60.44	1°7'13"	60.44	N 85°7'16" W
C53	3091.50	61.29	1°8'9"	61.29	N 86°14'57" W
C54	3091.50	60.41	1°7'10"	60.41	N 87°22'37" W
C55	3091.50	60.41	1°7'10"	60.41	N 88°29'47" W
C56	3091.50	32.78	0°36'27"	32.78	N 89°21'36" W
C57	3091.50	275.32	5°6'10"	275.23	N 87°6'44" W

PHASE J - PLAT 1 CALCULATIONS

TOTAL ACREAGE:	15.70 ACRES
BUILDABLE ACREAGE:	15.70 ACRES
TOTAL ACREAGE IN LOTS:	8.78 ACRES
RIGHT-OF-WAY AREA:	3.29 ACRES
TOTAL OPEN SPACE*:	3.63 ACRES
TOTAL IMPROVED OPEN SPACE:	3.15 ACRES
AVERAGE LOT SIZE:	6,712 SF/0.15 ACRES
LARGEST LOT SIZE:	12,560 SF/0.29 ACRES
SMALLEST LOT SIZE:	5,322 SF/0.12 ACRES
OVERALL DENSITY:	3.63 LOTS/ACRE
TOTAL # OF LOTS:	57 LOTS
*-INCLUDES DETENTION BASINS	

PLAT NOTES:

1. ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE CITY.
2. SETBACKS: FRONT=15'
   DRIVEWAY=22'
   REAR=20'
   CORNER=15'
   SIDE=15' TOTAL (5' MIN. & 10' ON GARAGE SIDE)
3. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
4. ALL PUBLIC USE OPEN SPACE AND PARK AREA IS A PUBLIC UTILITY EASEMENT.

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1Tariff.

Marjorie Clifford — 1/23/19
DIRECT COMMUNICATIONS — DATE

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54,Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Del Edwards 1/17/19
ROCKY MOUNTAIN POWER — DATE

DOMINION ENERGY

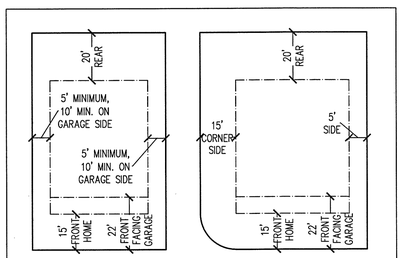
Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat,including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 23 day of January 20 19

Dominion Energy
By: [signature]
Title: gas accountant

FIRE NOTE:

FIVE (5) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.



TYPICAL INTERIOR LOT — TYPICAL CORNER LOT

SETBACK DIAGRAM

16578

SURVEYOR: AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY 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 IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

JAN. 16, 2019 — DATE
AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°44'57" EAST ALONG SECTION LINE 1217.21 FEET AND NORTH 46.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 02°29'10" EAST 555.28 FEET; THENCE SOUTH 87°30'49" EAST 339.54 FEET; THENCE NORTH 01°58'10" EAST 282.27 FEET; THENCE NORTH 84°29'58" WEST 337.47 FEET; THENCE NORTH 02°29'10" EAST 526.34 FEET; THENCE EAST 518.70 FEET; THENCE SOUTH 99.95 FEET; THENCE EAST 40.39 FEET; THENCE SOUTH 00°25'58" WEST 976.93 FEET; THENCE NORTH 89°34'02" WEST 23.70 FEET; THENCE SOUTH 06°58'53" WEST 152.65 FEET; THENCE ALONG THE ARC OF A 3,180.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°08'50" FOR 63.67 FEET (CHORD BEARS NORTH 84°08'30" WEST 63.67 FEET); THENCE SOUTH 05°26'21" WEST, A DISTANCE OF 174.36 FEET; THENCE ALONG THE ARC OF A 3,046.50 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°06'10" FOR 271.32 FEET (CHORD BEARS NORTH 87°06'44" WEST 271.22 FEET); THENCE NORTH 89°39'49" WEST 218.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 684,074.24 SQUARE FEET OR 15.7042 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN CITY PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

ENT 504012019 Bk 0 16578
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jan 24 3:47 pm FEE 164.00 BY MG
RECORDED FOR EAGLE MOUNTAIN CITY

AUTHORIZED SIGNATURE(S)

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER
PATTERSON CONSTRUCTION, INC.

AUTHORIZED SIGNATURE(S)

ACKNOWLEDGMENT

On the 11 day of February, 2019 personally appeared before me the persons 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 acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 7-17-2021
NOTARY PUBLIC SIGNATURE

696013
COMMISSION NUMBER

Kent P. Smith
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 14 DAY OF May, 2019

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY
APPROVED BY ENGINEER (SEE SEAL BELOW) — ATTEST-BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 1

EAGLE POINT PHASE J

SUBDIVISION

LOCATED IN THE SE CORNER OF SEC 7, TOWNSHIP 6S, RANGE 1W, S.L.B.&M.

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

SCALE: 1" = 80 FEET

Surveyor's Seal: NO. 6418780 AARON D. THOMAS 1-16-19 STATE OF UTAH
Notary Public Seal: KENT P SMITH NOTARY PUBLIC-STATE OF UTAH COMMISSION# 696013 COMM. EXP. 07-17-2021
City Engineer's Seal: No. 244052 CHRISTOPHER TODD TRUSTY 3-4-19 STATE OF UTAH
Clerk-Recorder Seal: EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

7-6-1W TU-03P

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, October 22, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Scenic Mountain phase "A" plat 3 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Scenic Mountain phase A plat 3 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release	
Original Bond Amount:	$ 233,745.99
Previous Release Amount:	$ -
Amount to Release this Period:	$ 193,279.90
Amount Remaining in Bond :	$ 40,466.09

Bond Releases Summary	
#1	$ 193,279.90
#2	$ -
#3	$ -
#4	$ -
TOTAL	$ 193,279.90

10/22/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**ROADWAY IMPROVEMENTS**										
a	Rough grading (12" depth)	48787	0	SF	$0.15	$0.00	0	48787	100%	$0.00	$0.00
b	3" asphalt	25956	25956	SF	$1.75	$45,423.00	0	25956	100%	$45,423.00	$45,423.00
c	6" road base	31059	31059	SF	$0.65	$20,188.35	0	31059	100%	$20,188.35	$20,188.35
d	9" e-fill	31059	31059	SF	$0.55	$17,082.45	0	31059	100%	$17,082.45	$17,082.45
e	30" curb & gutter	1701	1701	LF	$15.00	$25,515.00	0	1701	100%	$25,515.00	$25,515.00
f	Sidewalk	1670	1670	LF	$18.00	$30,060.00	0	1670	100%	$30,060.00	$30,060.00
g	8' asphalt trail	445	445	LF	$14.00	$6,230.00	0	445	100%	$6,230.00	$6,230.00
h	ADA ramps	5	5	EA	$1,500.00	$7,500.00	0	5	100%	$7,500.00	$7,500.00
2	**CULINARY WATER**										
a	8" culinary water c-900	1097	219.4	LF	$25.00	$5,485.00	0	1097	100%	$5,485.00	$5,485.00
b	Fire Hydrant	2	0.4	EA	$3,900.00	$1,560.00	0	2	100%	$1,560.00	$1,560.00
c	8" gate valves/fittings	7	1.4	EA	$1,750.00	$2,450.00	0	7	100%	$2,450.00	$2,450.00
d	connect to existing water	3	0.6	EA	$2,500.00	$1,500.00	0	3	100%	$1,500.00	$1,500.00
e	3/4" water service	23	4.6	EA	$750.00	$3,450.00	0	23	100%	$3,450.00	$3,450.00
f	Air vac	1	0.2	EA	$2,500.00	$500.00	0	1	100%	$500.00	$500.00
g	2" blow off	1	0.2	EA	$1,500.00	$300.00	0	1	100%	$300.00	$300.00
h	2" landscape meter	2	0.4	EA	$1,750.00	$700.00	0	2	100%	$700.00	$700.00
i	Trench back fill	1185	237	TON	$10.00	$2,370.00	0	1185	100%	$2,370.00	$2,370.00
j	Import pipe bedding	296	59.2	TON	$12.00	$710.40	0	296	100%	$710.40	$710.40
3	**SEWER**										
a	8" Sewer pipe	966	96.6	LF	$25.00	$2,415.00	0	966	100%	$2,415.00	$2,415.00
b	4" Sewer stub for force main	1	0.1	EA	$750.00	$75.00	0	1	100%	$75.00	$75.00
c	4" sewer laterals	22	2.2	EA	$500.00	$1,100.00	0	22	100%	$1,100.00	$1,100.00
d	60" sewer manhole	2	0.2	EA	$4,000.00	$800.00	0	2	100%	$800.00	$800.00
e	48" sewer manholes	5	0.5	EA	$3,500.00	$1,750.00	0	5	100%	$1,750.00	$1,750.00
f	connect to existing sewer	1	0.1	EA	$1,000.00	$100.00	0	1	100%	$100.00	$100.00
g	Trench back fill	1565	156.5	TON	$10.00	$1,565.00	0	1565	100%	$1,565.00	$1,565.00
h	Import pipe bedding	391	39.1	TON	$12.00	$469.20	0	391	100%	$469.20	$469.20
4	**STORM DRAIN**										
a	15" RCP storm drain	699	69.9	LF	$26.00	$1,817.40	0	699	100%	$1,817.40	$1,817.40
b	Combo box	3	0.3	EA	$3,000.00	$900.00	0	3	100%	$900.00	$900.00
c	Curb Inlet box	1	0.1	EA	$3,000.00	$300.00	0	1	100%	$300.00	$300.00
d	Connect to existing	1	0.1	EA	$1,000.00	$100.00	0	1	100%	$100.00	$100.00
e	48" manhole w/collar	1	0.1	EA	$3,500.00	$350.00	0	1	100%	$350.00	$350.00
f	Trench back fill	1132	113.2	TON	$10.00	$1,132.00	0	1132	100%	$1,132.00	$1,132.00
g	Import pipe bedding	283	28.3	TON	$12.00	$339.60	0	283	100%	$339.60	$339.60
5	**MISC/SITE PREP**										
a	Street/Stop sign	2	1	EA	$240.00	$240.00	0	2	100%	$240.00	$240.00
b	SWPPP	1	0.5	LS	$3,000.00	$1,500.00	0	1	100%	$1,500.00	$1,500.00
c	Mobilization	1	0.5	LS	$5,000.00	$2,500.00	0	1	100%	$2,500.00	$2,500.00
d	Clear & grub	192100	96050	SF	$0.05	$4,802.50	0	192100	100%	$4,802.50	$4,802.50
	TOTAL CONSTRUCTION COST					**$193,279.90**					
	Original 10% Bond Coverage					$40,466.09					
								Released this Period		$193,279.90	
	TOTAL BOND AMOUNT:					**$233,745.99**					

Christopher T. Trusty P.E.
Engineering Director

10/22/2020
Date

Robert Ballif
Engineering Tech. 1

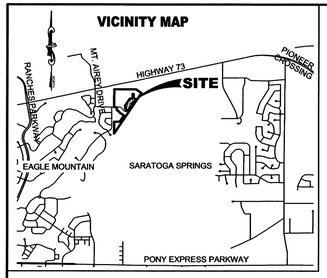
10/22/2020
Date

SCENIC MOUNTAIN

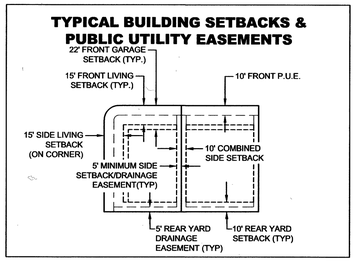
PHASE A, PLAT 3

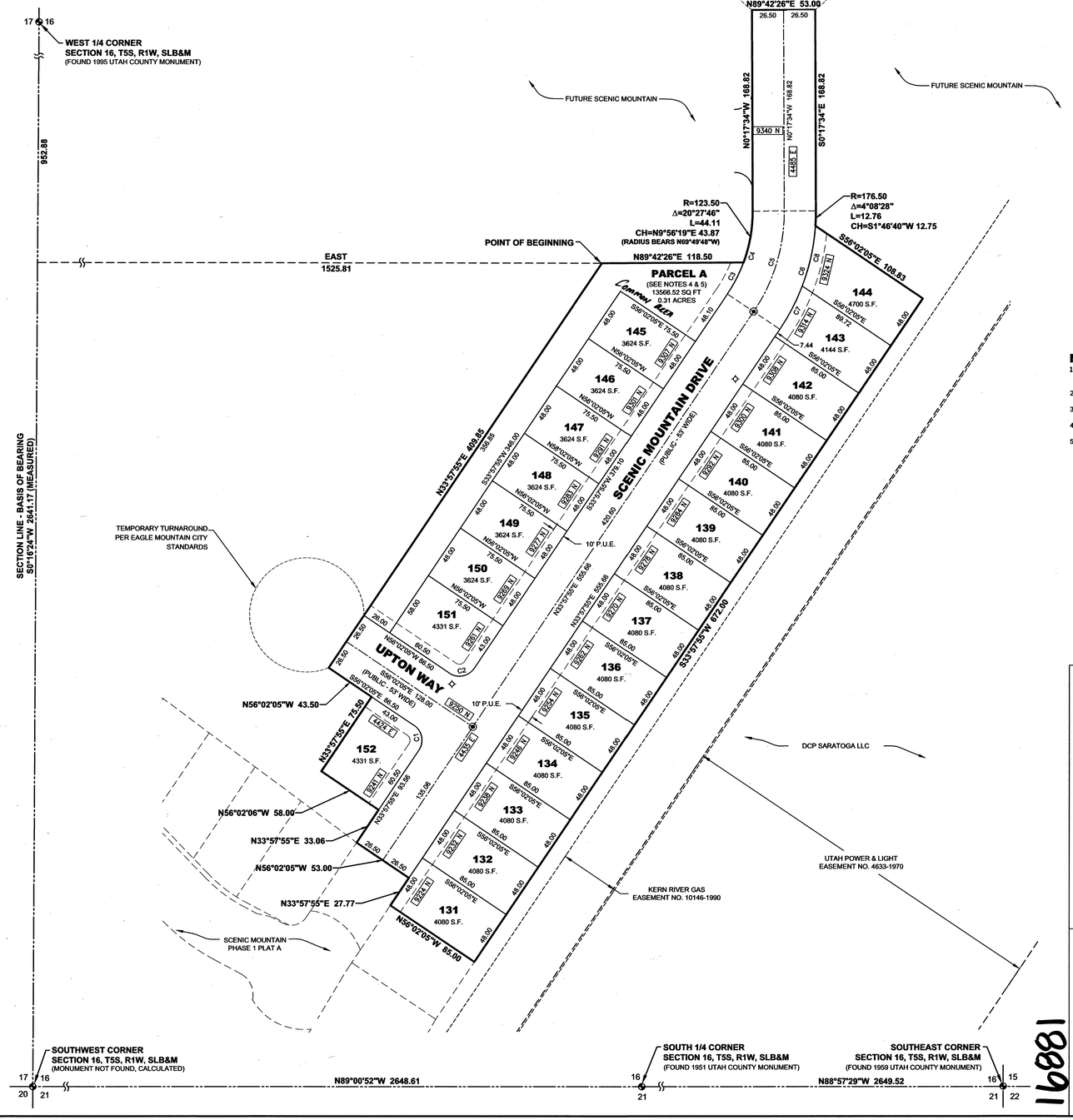
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN EAGLE MOUNTAIN, UTAH

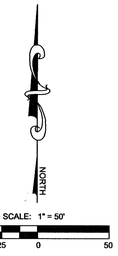
VICINITY MAP



TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS







TABULATIONS PHASE 3 PLAT A

TOTAL ACREAGE:	3.45 ACRES
BUILDABLE ACREAGE:	3.45 ACRES
TOTAL ACREAGE IN LOTS:	2.03 ACRES
TOTAL OPEN SPACE:	.31 ACRES
TOTAL IMPROVED OPEN SPACE:	.31 ACRES
AVERAGE LOT SIZE:	4,010 SQ. FT. (.09 AC)
LARGEST LOT SIZE:	4,700 SQ. FT. (.11 AC)
SMALLEST LOT SIZE:	3,624 SQ. FT. (.08 AC)
OVERALL DENSITY:	4.99 LOTS/ACRE
TOTAL # OF LOTS:	22 LOTS
TOTAL ACREAGE IN ROW:	1.12 ACRES

LEGEND

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINE
- PROPOSED STREET MONUMENT

NOTES:

1. ◉ = TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. ALL OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY TO BE PUBLIC UTILITY AND ACCESS/PEDESTRAIN EASEMENTS IN THEIR ENTIRETY.
5. PARCEL A TO BE MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°00'00"	23.56	N11°02'05"W 21.21
C2	15.00	90°00'00"	23.56	N78°57'55"E 21.21
C3	123.50	13°47'43"	29.74	N27°04'04"E 29.66
C4	123.50	34°15'29"	73.84	N16°50'11"E 72.75
C5	150.00	34°15'29"	89.69	N16°50'11"E 88.36
C6	176.50	34°15'29"	105.53	N16°50'11"E 103.97
C7	176.50	13°17'10"	40.93	N27°19'20"E 40.84
C8	176.50	16°49'51"	51.85	N12°15'49"E 51.66

DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH APPROVES THIS PLAT FOR THE PURPOSE OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOS NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

APPROVED THIS 6 DAY OF November, 2019

BY: Beverly Eldredge

TITLE: Pre-Con Specialist

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. §17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   - (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
   - (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
   - (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   - (4) ANY OTHER PROVISION OF LAW.

Del Edwards 11-8-19

ROCKY MOUNTAIN POWER — DATE

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°16'24"W ALONG THE SECTION LINE 952.88 FEET AND EAST 1525.81 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°42'26"E 118.50 FEET; THENCE ALONG THE ARC OF A 123.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N69°49'48"W) 44.11 FEET THROUGH A CENTRAL ANGLE OF 20°27'46" (CHORD: N9°56'19"E 43.87 FEET); THENCE N0°17'34"W 168.82 FEET; THENCE N89°42'26"E 53.00 FEET; THENCE S0°17'34"E 168.82 FEET; THENCE ALONG THE ARC OF A 176.50 FOOT RADIUS CURVE TO THE RIGHT 12.76 FEET THROUGH A CENTRAL ANGLE OF 4°08'28" (CHORD: S1°46'40"W 12.75 FEET); THENCE S56°02'05"E 108.83 FEET; THENCE S33°57'55"W 672.00 FEET; THENCE N56°02'05"W 85.00 FEET; THENCE N33°57'55"E 27.77 FEET; THENCE N56°02'05"W 53.00 FEET; THENCE N33°57'55"E 33.06 FEET; THENCE N33°57'55"E 75.50 FEET; THENCE N56°02'05"W 43.50 FEET; THENCE N33°57'55"E 409.85 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±3.45 ACRES

11-05-2019 — DATE

Ryan W. Hall — SURVEYOR (See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.*

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS Eighth DAY OF NOV, A.D. 2019

Travis Stolk — Assistant Secretary

Fieldstone Scenic Mountain LLC. (Common Area)

*Pursuant to Utah Code 10-8-60(4)(a) the owner conveys Parcel A to Scenic Mountain Homeowners Association. 12896 Pony Express Rd. Suite 400, Draper Utah 84020.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THIS 8 DAY OF NOV A.D. 2019 PERSONALLY APPEARED BEFORE ME Travis Stolk THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Assistant Sec. OF Fieldstone Scenic Mountain LLC, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

Ashley Hawker
NOTARY PUBLIC FULL NAME: Ashley Hawker
COMMISSION NUMBER: 697101
MY COMMISSION EXPIRES: 9/24/2021
A NOTARY PUBLIC COMMISSIONED IN UTAH

ASHLEY HAWKER NOTARY PUBLIC-STATE OF UTAH COMMISSION# 697101 COMM. EXP. 09-24-2021

ACCEPTANCE BY LEGISLATIVE BODY

THE Eagle Mountain 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 PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 4 DAY OF December, A.D. 2019

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED ENGINEER (See Seal Below) — ATTEST CLERK-RECORDER (See Seal Below)

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C UTAH NO. 1 TARIFF.

DIRECT COMMUNICATIONS — 11/11/19 DATE

COUNTY RECORDER STAMP

ENT 133324:2019 Map # 16881
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Dec 16 3:31 pm FEE 96.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

PHASE A, PLAT 3

SCENIC MOUNTAIN

SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

SCALE: 1" = 50'

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH RYAN W. HALL No. 6310734 PROFESSIONAL LAND SURVEYOR 11-5-19		PROFESSIONAL ENGINEER No. 265052 CHRISTOPHER TODD TRUSTY 11-5-19 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

This form approved by Utah County and the municipalities therein.

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

16881

Ver. 16-5-IN TO-02A

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, October 22, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Scenic Mountain phase "B" plat 1 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Scenic Mountain phase B plat 1 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release		
Original Bond Amount:	$	304,423.76
Previous Release Amount:	$	-
Amount to Release this Period:	$	262,025.15
Amount Remaining in Bond :	$	42,398.61

Bond Releases Summary		
#1	$	262,025.15
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	262,025.15

10/22/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**ROADWAY IMPROVEMENTS**										
a	Rough grading (12" depth)	26000	26000	SF	$0.15	$3,900.00	0	26000	100%	$3,900.00	$3,900.00
b	3" asphalt	17652	17652	SF	$1.75	$30,891.00	0	17652	100%	$30,891.00	$30,891.00
c	6" road base	22152	22152	SF	$0.65	$14,398.80	0	22152	100%	$14,398.80	$14,398.80
d	9" e-fill	22152	22152	SF	$0.55	$12,183.60	0	22152	100%	$12,183.60	$12,183.60
e	30" curb & gutter	1500	1500	LF	$30.00	$45,000.00	0	1500	100%	$45,000.00	$45,000.00
f	Sidewalk	1500	1500	LF	$30.00	$45,000.00	0	1500	100%	$45,000.00	$45,000.00
g	8' asphalt trail	245	245	LF	$14.00	$3,430.00	0	245	100%	$3,430.00	$3,430.00
h	ADA ramps	2	2	EA	$1,500.00	$3,000.00	0	2	100%	$3,000.00	$3,000.00
2	**CULINARY WATER**										
a	8" culinary water c-900	690	138	LF	$25.00	$3,450.00	0	690	80%	$3,450.00	$3,450.00
b	Fire Hydrant	2	0.4	EA	$3,900.00	$1,560.00	0	2	80%	$1,560.00	$1,560.00
c	8" gate valves/fittings	3	0.6	EA	$1,750.00	$1,050.00	0	3	80%	$1,050.00	$1,050.00
d	connect to existing water	1	0.2	EA	$2,500.00	$500.00	0	1	80%	$500.00	$500.00
e	3/4" water service	35	7	EA	$1,500.00	$10,500.00	0	35	80%	$10,500.00	$10,500.00
f	2" blow off	1	0.2	EA	$1,500.00	$300.00	0	1	80%	$300.00	$300.00
g	2" landscape meter	1	0.2	EA	$1,750.00	$350.00	0	1	80%	$350.00	$350.00
h	Trench back fill	745	149	TON	$10.00	$1,490.00	0	745	80%	$1,490.00	$1,490.00
i	Import pipe bedding	186	37.2	TON	$12.00	$446.40	0	186	80%	$446.40	$446.40
3	**SEWER**										
a	8" Sewer pipe	695	347.5	LF	$25.00	$8,687.50	0	695	50%	$8,687.50	$8,687.50
b	4" Sewer stub for force main	1	0.5	EA	$750.00	$375.00	0	1	50%	$375.00	$375.00
c	4" sewer laterals	35	17.5	EA	$1,300.00	$22,750.00	0	35	50%	$22,750.00	$22,750.00
d	60" sewer manhole	2	1	EA	$4,000.00	$4,000.00	0	2	50%	$4,000.00	$4,000.00
e	48" sewer manholes	4	2	EA	$3,500.00	$7,000.00	0	4	50%	$7,000.00	$7,000.00
f	connect to existing sewer	1	0.5	EA	$1,000.00	$500.00	0	1	50%	$500.00	$500.00
g	Trench back fill	1125	562.5	TON	$10.00	$5,625.00	0	1125	50%	$5,625.00	$5,625.00
h	Import pipe bedding	281	140.5	TON	$12.00	$1,686.00	0	281	50%	$1,686.00	$1,686.00
4	**STORM DRAIN**										
a	15" RCP storm drain	488	244	LF	$26.00	$6,344.00	0	488	50%	$6,344.00	$6,344.00
b	Combo box	1	0.5	EA	$3,000.00	$1,500.00	0	1	50%	$1,500.00	$1,500.00
c	Curb Inlet box	4	2	EA	$3,000.00	$6,000.00	0	4	50%	$6,000.00	$6,000.00
d	48" manhole w/collar	3	1.5	EA	$3,500.00	$5,250.00	0	3	50%	$5,250.00	$5,250.00
e	Trench back fill	791	395.5	TON	$10.00	$3,955.00	0	791	50%	$3,955.00	$3,955.00
f	Import pipe bedding	198	99	TON	$12.00	$1,188.00	0	198	50%	$1,188.00	$1,188.00
5	**MISC/SITE PREP**										
a	Street/Stop sign	1	1	EA	$1,200.00	$1,200.00	0	1	100%	$1,200.00	$1,200.00
b	SWPPP	1	0.5	LS	$3,000.00	$1,500.00	0	1	50%	$1,500.00	$1,500.00
c	Mobilization	1	0.5	LS	$5,000.00	$2,500.00	0	1	50%	$2,500.00	$2,500.00
d	Clear & grub	180594	90297	SF	$0.05	$4,514.85	0	180594	50%	$4,514.85	$4,514.85
	TOTAL CONSTRUCTION COST					**$262,025.15**					
	Original 10% Bond Coverage					$42,398.61					
										Released this Period	$262,025.15
	TOTAL BOND AMOUNT:					**$304,423.76**					

Christopher T. Trusty P.E.
Engineering Director

10/26/2020
Date

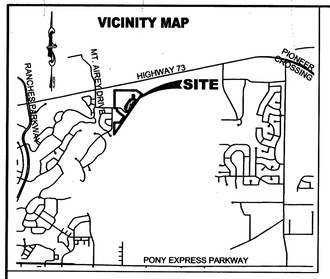
Marty Bahr
Eagle Mountain City Inspector

10/22/2020
Date

SCENIC MOUNTAIN

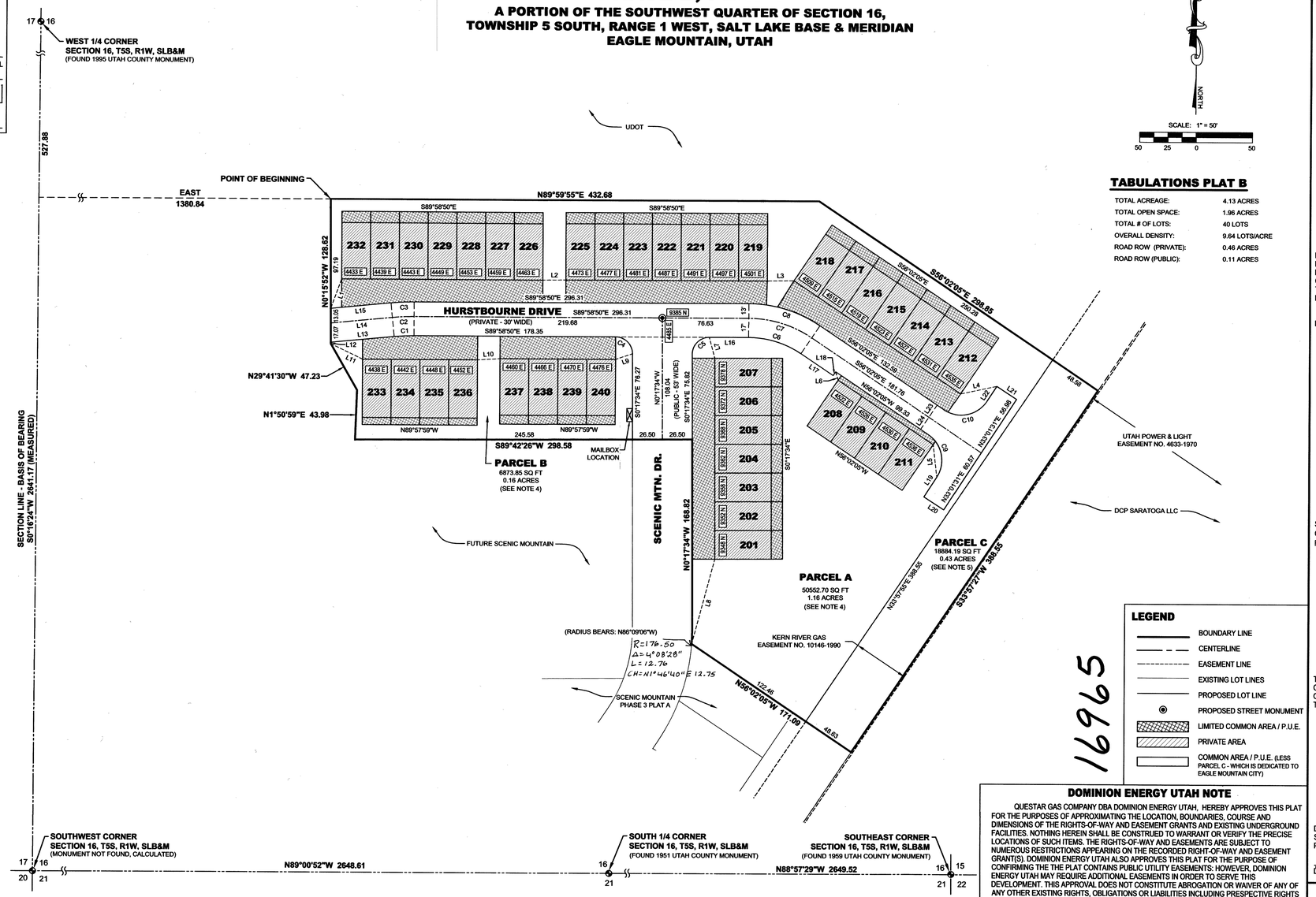
PHASE B, PLAT 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN EAGLE MOUNTAIN, UTAH



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N20°02'39"E	27.88
L2	S89°48'44"W	20.00
L3	S89°16'43"W	23.65
L4	S77°52'21"W	32.79
L5	N6°31'59"W	28.99
L6	S16°12'22"E	7.81
L7	S15°03'52"E	19.29
L8	S14°55'17"W	77.97
L9	N71°11'26"E	15.80
L10	N86°34'13"E	20.03
L11	S64°11'26"E	31.33
L12	N0°15'52"W	1.31
L13	N84°32'13"E	56.40
L14	N84°32'13"E	54.85
L15	N84°32'13"E	53.67
L16	N89°58'50"W	34.95
L17	N56°02'05"W	34.59
L18	S33°57'55"W	4.00
L19	N33°01'31"E	20.86
L20	N56°58'29"W	21.00
L21	S56°58'29"E	21.00
L22	N33°01'31"E	15.68
L23	N33°57'55"E	13.00
L24	N33°57'55"E	13.00

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	185.00	5°28'58"	17.70	N87°16'41"E 17.70
C2	202.00	5°28'58"	19.33	N87°16'41"E 19.32
C3	215.00	5°28'58"	20.57	N87°16'41"E 20.57
C4	15.00	89°41'16"	23.48	S45°08'12"E 21.16
C5	15.00	90°18'44"	23.64	S44°51'48"W 21.27
C6	83.00	33°56'45"	49.17	N73°00'27"W 48.46
C7	100.00	33°56'45"	59.25	S73°00'27"E 58.38
C8	113.00	33°56'45"	66.95	S73°00'27"E 65.97
C9	27.50	89°03'36"	42.75	N11°30'17"W 38.57
C10	27.50	90°56'26"	43.65	N78°29'43"E 39.21



TABULATIONS PLAT B

TOTAL ACREAGE:	4.13 ACRES
TOTAL OPEN SPACE:	1.96 ACRES
TOTAL # OF LOTS:	40 LOTS
OVERALL DENSITY:	9.64 LOTS/ACRE
ROAD ROW (PRIVATE):	0.46 ACRES
ROAD ROW (PUBLIC):	0.11 ACRES

LEGEND

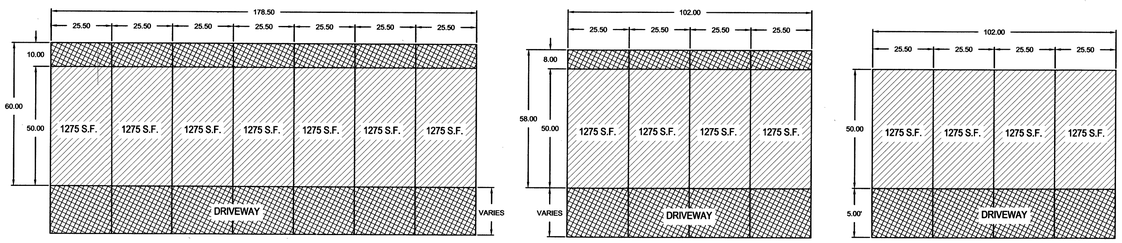
- BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINE
- PROPOSED STREET MONUMENT
- LIMITED COMMON AREA / P.U.E.
- PRIVATE AREA
- COMMON AREA / P.U.E. (LESS PARCEL C - WHICH IS DEDICATED TO EAGLE MOUNTAIN CITY)

16965

NOTES:

1. ⊙ ... TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. PARCELS A, B & PRIVATE ROADWAYS ARE CONVEYED TO & MAINTAINED BY SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION & TO BE PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
5. PARCEL C IS DEDICATED TO EAGLE MOUNTAIN CITY & IT'S PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENT IN IT'S ENTIRETY
6. SEWER LIFT STATION TO BE MAINTAINED BY THE HOA.
7. GARAGES SHALL HAVE A 22' DRIVEWAY EXCEPT UNITS 208-211 TO BE 5' MINIMUM.
8. ALL COMMON AREA AND LIMITED COMMON AREA IT'S PUBLIC UTILITY AND DRAINAGE EASEMENT. AND PUBLIC UTILITY ACCESS.

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



BUILDING A
LOTS 201 THRU 207 & 212 THRU 232

BUILDING B
LOTS 233 THRU 240

BUILDING C
LOTS UNITS 208 THRU 211

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°16'24"W ALONG THE SECTION LINE 527.88 FEET AND EAST 1380.84 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°59'55"E 432.68 FEET; THENCE S56°02'05"E 298.85 FEET; THENCE S33°57'27"W 388.55 FEET; THENCE N56°02'05"W 171.09 FEET; THENCE ALONG THE ARC OF A 176.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS N86°09'06"W) 12.76 FEET THROUGH A CENTRAL ANGLE OF 4°08'28" (CHORD: N1°46'40"E 12.75 FEET); THENCE N0°17'34"W 168.82 FEET; THENCE S89°42'26"W 298.58 FEET; THENCE N1°50'59"E 43.98 FEET; THENCE N29°41'30"W 47.23 FEET; THENCE N0°15'52"W 128.62 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.13 ACRES

2-12-2020
DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS, PUBLIC UTILITY EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS THE COMMON AREA & LIMITED COMMON AREA AS INDICATED HEREON, TO THE SCENIC MOUNTAIN HOMEOWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12896 SOUTH PONY EXPRESS ROAD, SUITE 400, DRAPER, UTAH 84020.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS FEBUARY DAY OF 13, A.D. 20 20

Jason Harris
FIELDSTONE SCENIC MTN LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THIS 13TH DAY OF February, A.D. 2020 PERSONALLY APPEARED BEFORE ME Jason Harris THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE Asst. Secretary OF Fieldstone Scenic Mountain LLC, LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE EXECUTED IT IN SUCH CAPACITY.

Stephanie Talbot
NOTARY PUBLIC FULL NAME: Stephanie Talbot
COMMISSION NUMBER: 703024
MY COMMISSION EXPIRES: 10/24/22
A NOTARY PUBLIC COMMISSIONED IN UTAH

STEPHANIE TALBOT
NOTARY PUBLIC STATE OF UTAH
COMMISSION# 703024
COMM. EXP. 10-24-2022

ACCEPTANCE BY 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 PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 20 DAY OF February, A.D. 2020

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED ENGINEER (See Seal Below)

ATTEST CLERK-RECORDER (See Seal Below)

DOMINION ENERGY UTAH NOTE

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATIONS OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THE THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS: HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESPECTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY
DBA DOMINION ENERGY OF UTAH

APPROVED THIS 13 DAY OF February 20 20
BY- Brandy Eldridge
TITLE- Pre-Con Specialist

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. §17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
   (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
   (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
   (4) ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER — DATE 2/12/20

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C.UTAH NO. 1 TARIFF.

DIRECT COMMUNICATIONS — DATE 2/13/20

PHASE B, PLAT 1

SCENIC MOUNTAIN

SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

ENT 215812020 Map # 16965
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Feb 21 8:36 am FEE 136.00 BY SM
RECORDED FOR EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN CITY — UTAH COUNTY, UTAH

SCALE: 1" = 50'

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH RYAN W. HALL No. 6310734 REGISTERED PROFESSIONAL LAND SURVEYOR 2-12-20		LICENSED PROFESSIONAL ENGINEER No. 281052 CHRISTOPHER TODD TRUSTY 1-16-20 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

This form approved by Utah County and the municipalities therein.

Ec. 16-5.1h.70-038

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Tuesday, October 27, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Silverlake plat 27 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Silverlake plat 27 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release		
Reduced Bond Amount:	$	115,753.95
Previous Release Amount:	$	-
Amount to Release this Period:	$	90,953.80
Amount Remaining in Bond :	$	24,800.15

Bond Releases Summary		
#1	$	90,953.80
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	90,953.80

10/27/2020

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDCUDE QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**										
a	Construction entrance	1	0.25	EA	$3,000.00	$750.00	0	1	75%	$750.00	$750.00
b	Silt fence	750	187.5	LF	$2.50	$468.75	0	750	75%	$468.75	$468.75
c	Curb inlet protection	3	0.75	EA	$300.00	$225.00	0	3	75%	$225.00	$225.00
2	**MOBILIZATION & EARTHWORK**										
a	Mobilization & traffic control	1	0.25	LS	$5,000.00	$1,250.00	0	1	75%	$1,250.00	$1,250.00
b	Clear & grub	120000	30000	SF	$0.05	$1,500.00	0	120000	75%	$1,500.00	$1,500.00
c	Site cut/fill	2500	625	CY	$3.50	$2,187.50	0	2500	75%	$2,187.50	$2,187.50
3	**ROADWAY IMPROVEMENTS**										
a	3" Asphalt Roadway	16600	16600	SF	$1.50	$24,900.00	0	16600	100%	$24,900.00	$24,900.00
b	6" road base	16600	16600	SF	$0.85	$14,110.00	0	16600	100%	$14,110.00	$14,110.00
c	9" subbase	1050	0	TON	$14.50	$0.00	0	1050	100%	$0.00	$0.00
d	5' sidewalk	5540	5540	SF	$4.50	$24,930.00	0	5540	100%	$24,930.00	$24,930.00
e	Sidewalk prep	5540	5540	SF	$0.90	$4,986.00	0	5540	100%	$4,986.00	$4,986.00
f	ADA ramps & placards	2	2	EA	$1,250.00	$2,500.00	0	2	100%	$2,500.00	$2,500.00
g	Rough grade	33850	16925	SF	$0.15	$2,538.75	0	33850	50%	$2,538.75	$2,538.75
h	30" curb & gutter prep.	1150	0	LF	$5.00	$0.00	0	1150	100%	$0.00	$0.00
i	30" curb & gutter APWA type D	1150	0	LF	$16.00	$0.00	0	1150	100%	$0.00	$0.00
j	Valve collars	4	4	EA	$400.00	$1,600.00	0	4	100%	$1,600.00	$1,600.00
k	Manhole collars	5	5	EA	$500.00	$2,500.00	0	5	100%	$2,500.00	$2,500.00
l	Street sign	1	1	EA	$500.00	$500.00	0	1	100%	$500.00	$500.00
m	Stop sign	1	1	EA	$500.00	$500.00	0	1	100%	$500.00	$500.00
4	**CULINARY WATER**										
a	8" C-900 water line	600	0	LF	$28.00	$0.00	0	600	100%	$0.00	$0.00
b	8" gate valve w/collar	3	0	EA	$1,950.00	$0.00	0	3	100%	$0.00	$0.00
c	8" tee	1	0	EA	$1,200.00	$0.00	0	1	100%	$0.00	$0.00
d	1" service	15	0	EA	$1,150.00	$0.00	0	15	100%	$0.00	$0.00
e	2" temp blow off	2	0	EA	$1,500.00	$0.00	0	2	100%	$0.00	$0.00
f	Connect to existing	2	0	EA	$1,500.00	$0.00	0	2	100%	$0.00	$0.00
g	Fire Hydrant	1	0	EA	$5,800.00	$0.00	0	1	100%	$0.00	$0.00
5	**SEWER**										
a	8" sewer main	90	18	LF	$32.00	$576.00	0	90	80%	$576.00	$576.00
b	Connect to existing	1	0.2	EA	$1,500.00	$300.00	0	1	80%	$300.00	$300.00
c	Sewer services	2	0.4	EA	$1,050.00	$420.00	0	2	80%	$420.00	$420.00
6	**STORM DRAIN**										
a	15" RCP storm drainpipe	547	54.7	LF	$44.00	$2,406.80	0	547	90%	$2,406.80	$2,406.80
b	60" Storm drain manholes	2	0.2	EA	$3,150.00	$630.00	0	2	90%	$630.00	$630.00
c	Curb inlet box	2	0.2	EA	$2,850.00	$570.00	0	2	90%	$570.00	$570.00
d	Combo box	1	0.1	EA	$4,850.00	$485.00	0	1	90%	$485.00	$485.00
e	Remove existing storm drain box	1	0.1	EA	$1,200.00	$120.00	0	1	90%	$120.00	$120.00
	TOTAL CONSTRUCTION COST					**$90,953.80**					
	Original 10% Bond Coverage					$24,800.15		Released this Period		$90,953.80	
	TOTAL BOND AMOUNT:					**$115,753.95**					

Christopher T. Trusty P.E.
Engineering Director

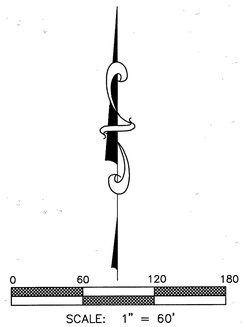
11/2/2020
Date

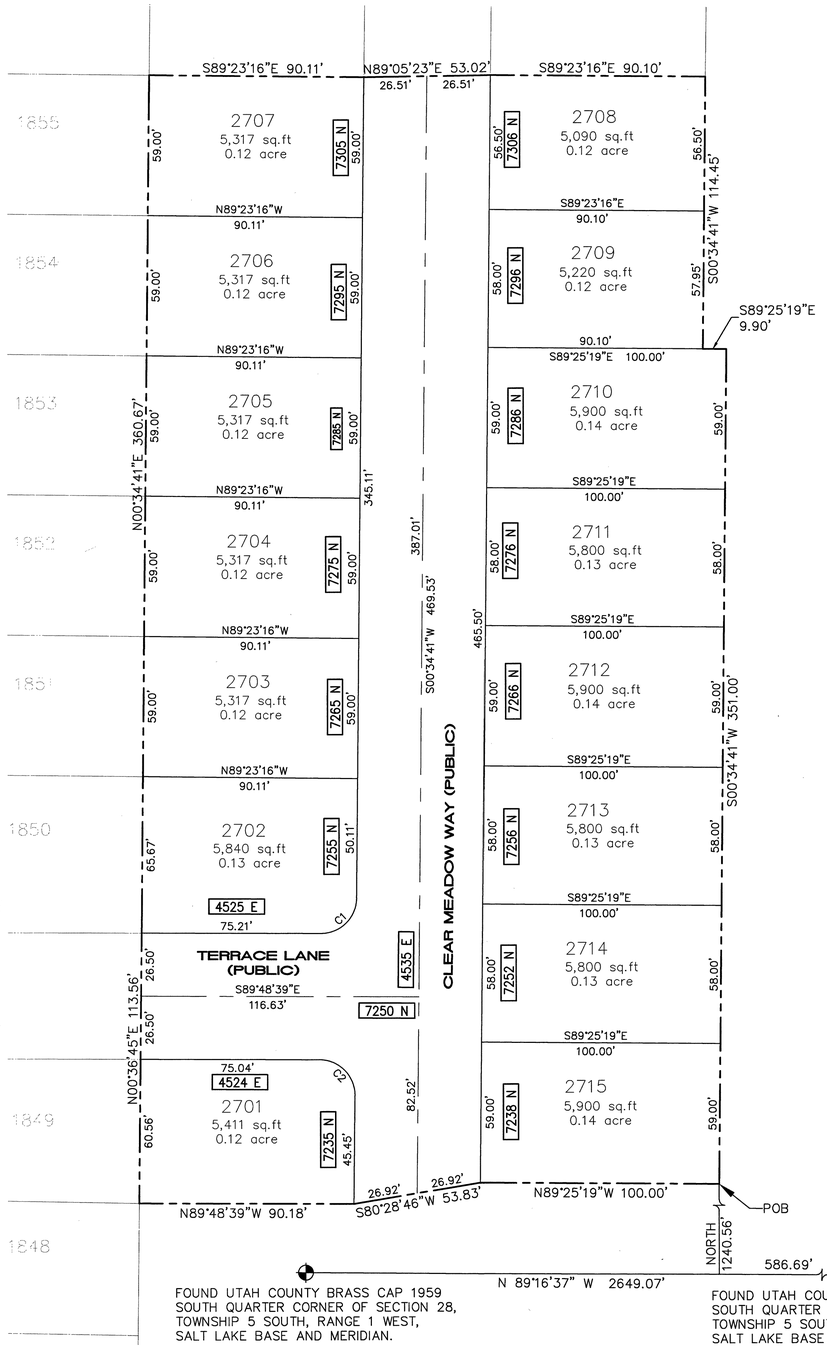
Robert Ballif
Engineering Tech. 1

10/27/2020
Date

SILVERLAKE PLAT "27"

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

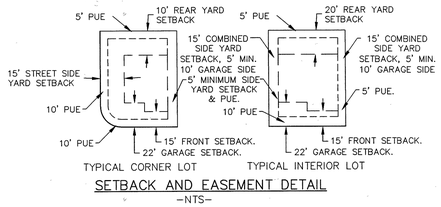




FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

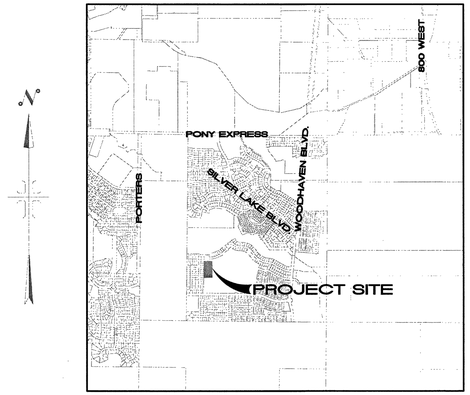
FOUND UTAH COUNTY BRASS CAP 1959 SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

LAND USE	
ACREAGE:	2.59 acres
ACREAGE IN LOTS:	1.91 acres
ACREAGE IN ROW:	0.68 acres
LOTS:	15
DENSITY:	5.79 LOTS PER ACRE



SETBACK AND EASEMENT DETAIL
-NTS-

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.46	15.00	89°36'40"	21.14	N45°23'01"E
C2	23.66	15.00	90°23'20"	21.29	N44°36'59"W



VICINITY MAP
NTS

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.

DIRECT COMMUNICATIONS APPROVAL

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.

Marjorie Clifford — DIRECT COMMUNICATIONS — 2/28/2020 DATE

QUESTAR GAS COMPANY APPROVAL

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's right-of-way department at 1-800-366-8532

Approved this 27 day of February 20 20 Quest Gas Company

By: Beverly Ellsworth Title: ReCon Spec

ROCKY MOUNTAIN POWER APPROVAL

1. Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
   (1). A recorded easement of right of way
   (2). The law applicable to prescriptive rights
   (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
   (4). Any other provision of law

Mark Stoto — ROCKY MOUNTAIN POWER — 2/26/2020 DATE

17010

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as 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 hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "27" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°16'37" West 586.69 feet along the section line and North 1240.56 feet from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°25'19" West 100.00 feet; thence South 80°28'46" West 53.83 feet; thence North 89°48'39" West 90.18 feet; thence North 00°36'45" East 113.56 feet; thence North 00°34'41" East 360.67 feet; thence South 89°23'16" East 90.11 feet; thence North 89°05'23" East 53.02 feet; thence South 89°23'16" East 90.10 feet; thence South 00°34'41" West 114.45 feet; thence South 89°25'19" East 9.90 feet; thence South 00°34'41" West 351.00 feet to the point of beginning.

2.59 acres

Basis of Bearing: the line between the South Quarter Corner and the Southwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°16'37" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

ENT 41563:2020 Map # 17010
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Mar 31 4:19 pm FEE 80.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

Feb 25, 2020 DATE

Travis Trane SURVEYOR (See Seal Below)

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER: President, Rockcrest Development, Inc. Nate Hutchinson 2/26/2020

AUTHORIZED SIGNATURE(S)

ACKNOWLEDGEMENT

STATE OF UTAH)
: S.S.
COUNTY OF UTAH)

On the 26th day of February, 2020, personally appeared before me the persons 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 them on behalf of the Owners.

My Commission Expires 6/1/2021

NOTARY PUBLIC SIGNATURE

695504
COMMISSION NUMBER

Matt Rasband
PRINTED NAME OF NOTARY

MATT RASBAND NOTARY PUBLIC-STATE OF UTAH COMMISSION# 695504 COMM. EXP. 06-11-2021

ACCEPTANCE BY 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 public purposes for the perpetual use of the public this 25 day of March 2020

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (See Seal Below)

ATTEST: BY CITY RECORDER (See Seal Below)

PLAT "27"

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

PROFESSIONAL LAND SURVEYOR 2-26-20 No. 5152741 TRAVIS TRANE STATE OF UTAH

NOTARY PUBLIC SEAL — MATT RASBAND NOTARY PUBLIC-STATE OF UTAH COMMISSION# 695504 COMM. EXP. 06-11-2021

CITY/COUNTY ENGINEER SEAL — APPROVED AS TO FORM 3-16-2020

CLERK-RECORDER SEAL — EAGLE MOUNTAIN CITY

29-5-1W-038 ST

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Wednesday, October 14, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Spring Run phase "D" plat 3 into warranty Bond Release**

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Spring Run phase D plat 3

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release		
Original Bond Amount:	$	988,468.44
Previous Release Amount:	$	-
Amount to Release this Period:	$	898,607.67
Amount Remaining in Bond :	$	89,860.77

Bond Releases Summary		
#1	$	898,607.67
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	898,607.67

10/14/2020

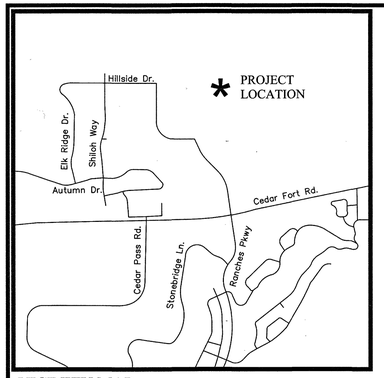
						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**ROADWAY IMPROVEMENTS**									
a	3 inch Surface Course	79814	SF	$1.22	$97,373.08	0	79814	100%	$97,373.08	$97,373.08
b	6 inch Road base(also behind curb)	79814	SF	$0.84	$67,043.76	0	79814	100%	$67,043.76	$67,043.76
c	9 inch sub-base(e-fill)9behind curb)	79814	SF	$0.57	$45,493.98	0	79814	100%	$45,493.98	$45,493.98
d	30" curb & gutter	4718	LF	$18.80	$88,698.40	0	4718	100%	$88,698.40	$88,698.40
e	Sidewalk	25496	SF	$4.00	$101,984.00	0	25496	100%	$101,984.00	$101,984.00
f	Street sign	4	EA	$500.00	$2,000.00	0	4	100%	$2,000.00	$2,000.00
g	Stop sign	5	EA	$500.00	$2,500.00	0	5	100%	$2,500.00	$2,500.00
h	ADA ramp	12	EA	$443.00	$5,316.00	0	12	100%	$5,316.00	$5,316.00
i	Asphalt trail w/prep	3065	SF	$4.15	$12,719.75	0	3065	100%	$12,719.75	$12,719.75
2	**CULINARY WATER**									
a	8" culinary water c-900	1753	LF	$35.30	$61,880.90	0	1753	100%	$61,880.90	$61,880.90
b	12" culinary water c-900	443	LF	$43.70	$19,359.10	0	443	100%	$19,359.10	$19,359.10
c	8" gate valve	17	EA	$2,011.00	$34,187.00	0	17	100%	$34,187.00	$34,187.00
d	2" blow off	2	EA	$1,483.00	$2,966.00	0	2	100%	$2,966.00	$2,966.00
e	Fire Hydrant	4	EA	$5,847.00	$23,388.00	0	4	100%	$23,388.00	$23,388.00
f	3/4 inch water service	27	EA	$1,192.00	$32,184.00	0	27	100%	$32,184.00	$32,184.00
g	Connect to existing	3	EA	$5,518.00	$16,554.00	0	3	100%	$16,554.00	$16,554.00
3	**STORM DRAIN**									
a	12" ADS	534	LF	$33.00	$17,622.00	0	534	100%	$17,622.00	$17,622.00
b	15" RCP	853	LF	$37.60	$32,072.80	0	853	100%	$32,072.80	$32,072.80
c	18" RCP	631	LF	$44.90	$28,331.90	0	631	100%	$28,331.90	$28,331.90
d	21" RCP	122	LF	$78.00	$9,516.00	0	122	100%	$9,516.00	$9,516.00
e	Flared end section	1	EA	$3,215.00	$3,215.00	0	1	100%	$3,215.00	$3,215.00
f	Double inlet	1	EA	$3,525.00	$3,525.00	0	1	100%	$3,525.00	$3,525.00
g	Double inlet Combo box	1	EA	$7,035.00	$7,035.00	0	1	100%	$7,035.00	$7,035.00
h	Curb inlet	5	EA	$2,645.00	$13,225.00	0	5	100%	$13,225.00	$13,225.00
i	Combo box	6	EA	$5,085.00	$30,510.00	0	6	100%	$30,510.00	$30,510.00
j	2x2 yard drain	5	EA	$1,362.00	$6,810.00	0	5	100%	$6,810.00	$6,810.00
k	5' manhole	7	EA	$3,340.00	$23,380.00	0	7	100%	$23,380.00	$23,380.00
4	**SEWER**									
a	8" Sewer pipe	2706	LF	$20.50	$55,473.00	0	2706	100%	$55,473.00	$55,473.00
b	4' Sewer manhole	11	EA	$825.00	$9,075.00	0	11	100%	$9,075.00	$9,075.00
c	5' sewer manhole	5	EA	$2,560.00	$12,800.00	0	5	100%	$12,800.00	$12,800.00
d	Core existing manhole	1	EA	$887.00	$887.00	0	1	100%	$887.00	$887.00
e	4" service	27	EA	$1,166.00	$31,482.00	0	27	100%	$31,482.00	$31,482.00
	TOTAL CONSTRUCTION COST				**$898,607.67**					
	10% Bond Coverage				$89,860.77					
								Released this Period	$898,607.67	
	TOTAL BOND AMOUNT:				**$988,468.44**					

Christopher T. Trusty P.E.
Engineering Director

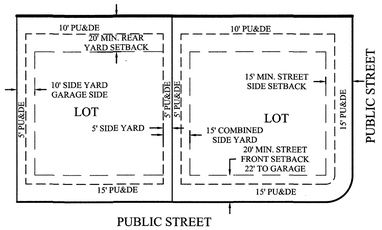
Date

Robert Ballif
Engineering Tech. 1

10/14/2020
Date



VICINITY MAP
N.T.S



TYPICAL BUILDING SETBACKS
N.T.S.

NOTES:

1. STREET MONUMENT TO BE SET
2. #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
3. P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
4. PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY
5. LANDSCAPING WITHIN THE 25' SEWER AND DRAINAGE EASEMENT ON LOT 319 SHALL MAINTAIN A DEPRESSION TO ALLOW FOR STORM DRAIN RUNOFF CONVEYANCE TO SPRING MOUNTAIN DRIVE.

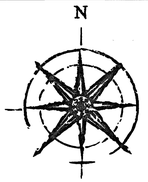
SPRING RUN PHASE D

PLAT 3

LOCATED IN THE NW1/4 OF SECTION 17, T5S, R1W,
SALT LAKE BASE & MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH

SITE TABULATIONS

TOTAL # OF LOTS:	27 LOTS
TOTAL ACREAGE:	10.33 ACRES
TOTAL ACREAGE IN LOTS:	6.53 ACRES
TOTAL OPEN SPACE:	0.51 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
TOTAL ACREAGE IN ROW:	3.29 ACRES
AVERAGE LOT SIZE:	0.24 ACRES OR 10.454 SQFT.
LARGEST LOT SIZE:	0.45 ACRES
SMALLEST LOT SIZE:	0.18 ACRES
OVERALL DENSITY:	4.13 UNITS/ACRE



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Salt Lake

ON THE 24th DAY OF June, 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Salt Lake, IN SAID STATE OF UTAH, Ralph B. Johnson THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: 6-5-2023

Andrea Nelson
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

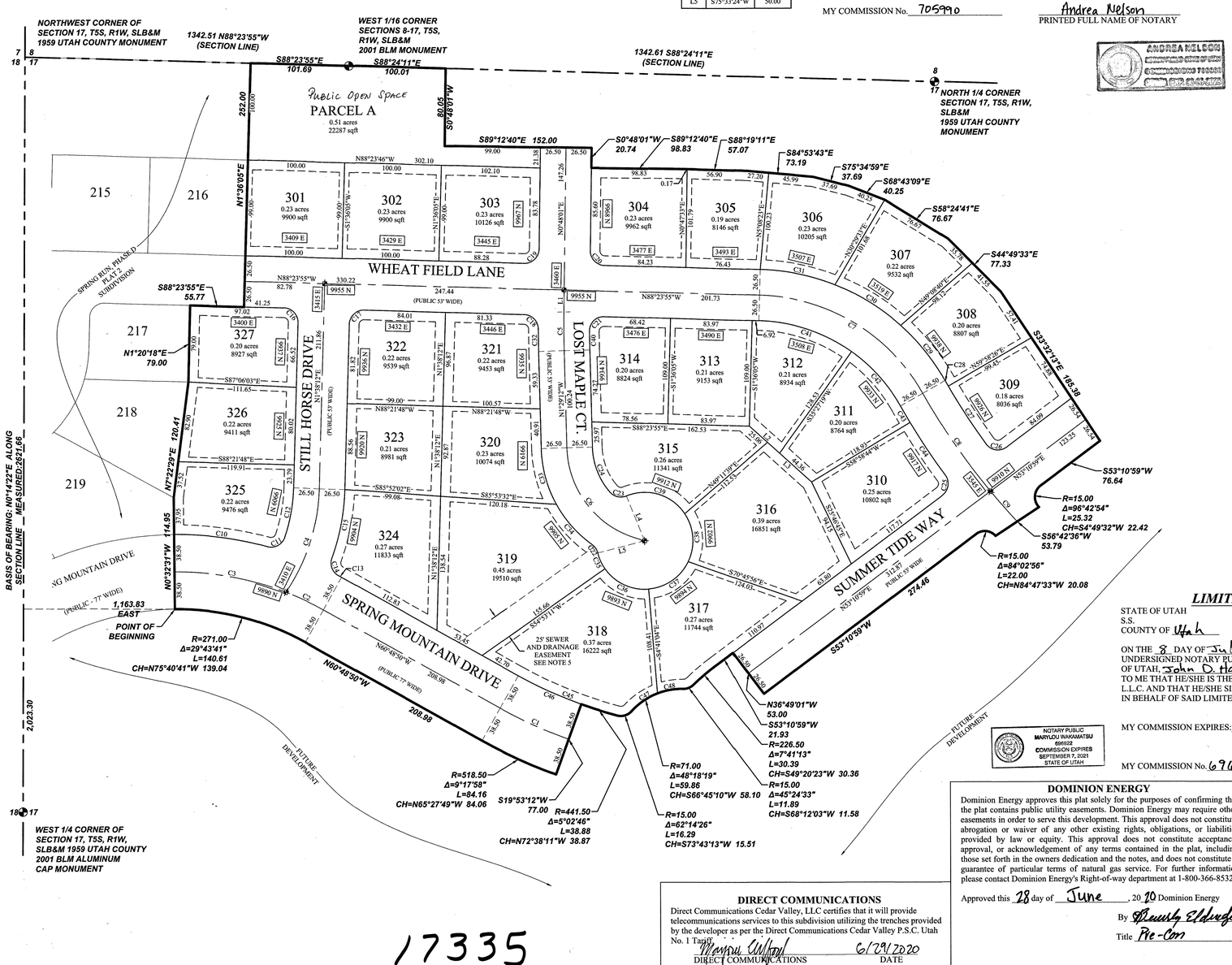
MY COMMISSION No. 705990

Andrea Nelson
PRINTED FULL NAME OF NOTARY

ANDREA NELSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 705990
COMM. EXP. 06-05-2023

Line Table		
LINE	DIRECTION	LENGTH
L1	N00°48'01"E	22.88
L2	S48°03'52"E	41.95
L3	N48°03'52"W	61.25
L4	S22°03'29"E	50.00
L5	S75°33'24"W	50.00

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	480.00	9°17'58"	77.91	S65°27'49"E	77.82
C2	309.50	7°54'48"	42.75	N64°46'14"W	42.71
C3	309.50	21°48'53"	117.84	N79°38'04"W	117.13
C4	200.00	32°35'06"	113.74	N17°55'45"E	112.22
C5	1000.00	2°17'13"	39.91	S00°20'35"E	39.91
C6	100.00	71°07'08"	124.13	S37°02'46"E	116.31
C7	200.00	58°57'02"	205.78	N58°55'24"W	196.82
C8	691.00	10°13'35"	123.33	S34°33'40"E	123.17
C9	691.00	3°22'39"	41.74	S41°24'17"E	41.73
C10	348.00	16°02'03"	97.39	N82°31'30"W	97.07
C11	15.00	86°41'31"	22.70	N62°08'47"E	20.59
C12	173.50	17°09'49"	51.97	N10°13'07"E	51.78
C13	348.00	0°33'02"	3.34	N61°05'21"W	3.34
C14	15.00	81°17'13"	21.28	S20°43'15"E	19.54
C15	226.50	18°17'10"	72.29	N10°46'47"E	71.98
C16	15.00	90°02'07"	23.57	N43°22'52"W	21.22
C17	15.00	89°57'53"	23.55	S46°37'08"W	21.21
C18	15.00	88°12'21"	23.09	N44°17'44"W	20.88
C19	15.00	90°48'04"	23.77	N46°12'03"E	21.36
C20	15.00	89°11'56"	23.35	S43°47'57"E	21.06
C21	15.00	91°56'58"	24.07	S45°37'36"W	21.57
C22	15.00	39°47'29"	10.42	N34°20'21"W	10.21
C23	15.00	71°04'56"	18.61	S76°31'01"E	17.44
C24	73.50	39°29'21"	50.66	S21°13'52"E	49.66
C25	15.00	89°26'54"	23.42	N08°27'32"E	21.11
C26	15.00	90°37'20"	23.72	S81°30'21"E	21.33
C27	664.50	6°10'07"	71.54	S33°06'37"E	71.51
C28	664.50	0°34'41"	6.71	S29°44'14"E	6.71
C29	226.50	18°35'32"	73.50	S38°44'39"E	73.18
C30	226.50	20°19'09"	80.32	S58°11'59"E	79.90
C31	226.50	20°02'21"	79.22	S78°22'44"E	78.82
C32	1026.50	1°17'38"	23.18	N00°50'23"W	23.18
C33	126.50	27°19'15"	60.32	N15°08'49"W	59.75
C34	126.50	25°25'38"	56.14	N41°31'16"W	55.68
C35	50.00	20°40'13"	18.04	N24°46'43"W	17.94
C36	50.00	59°34'15"	51.99	N64°53'56"W	49.68
C37	50.00	59°34'15"	51.99	S55°31'49"W	49.68
C38	50.00	59°34'13"	51.98	S04°02'25"E	49.67
C39	50.00	78°13'58"	68.27	S72°56'30"E	63.09
C40	973.50	1°08'18"	19.34	S00°55'03"E	19.34
C41	173.50	33°51'14"	102.51	N71°28'18"W	101.03
C42	173.50	25°05'48"	76.00	N41°59'47"W	75.39
C43	717.50	1°34'23"	19.70	N30°14'04"W	19.70
C44	717.50	5°14'39"	65.67	N33°38'35"W	65.65
C45	441.50	14°20'44"	110.54	S67°59'12"E	110.25
C46	441.50	9°17'58"	71.66	S65°27'49"E	71.58
C47	71.00	26°22'45"	32.69	N55°47'23"E	32.40
C48	71.00	21°55'34"	27.17	N79°56'32"E	27.01



SURVEYOR'S CERTIFICATE

I, Spencer Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer Llewelyn
Professional Land Surveyor
Certificate No. 10516507

06/15/2020
Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base & Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N0°14'22"E along the Section line 2,023.30 feet and East 1,163.83 feet from the West ¼ Corner of Section 17, T5S, R1W, S.L.B.& M.; thence N00°32'31"W 114.95 feet; thence N07°22'29"E 120.41 feet; thence N01°20'18"E 79.00 feet; thence S88°23'55"E 55.77 feet; thence N01°36'05"E 252.00 feet to the Section line; thence S88°23'55"E along the Section line 101.69 feet to a 2001 BLM 1/16th Corner Monument; thence S88°24'11"E along the Section line 100.01 feet; thence S00°48'01"W 80.05 feet; thence S89°12'40"E 152.00 feet; thence S00°48'01"W 20.74 feet; thence S89°12'40"E 98.83 feet; thence S88°19'11"E 57.07 feet; thence S84°53'43"E 73.19 feet; thence S75°34'59"E 37.69 feet; thence S68°43'09"E 40.25 feet; thence S58°24'41"E 76.67 feet; thence S44°49'33"E 77.33 feet; thence S33°32'13"E 185.38 feet; thence S53°10'59"W 76.64 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 25.32 feet through a central angle of 96°42'54" Chord: S04°49'32"W 22.42 feet; thence S56°42'36"W 53.79 feet; thence Westerly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S47°13'55"W) a distance of 22.00 feet through a central angle of 84°02'56" Chord: N84°47'33"W 20.08 feet; thence S53°10'59"W 274.46 feet; thence N36°49'01"W 53.00 feet; thence S53°10'59"W 21.93 feet; thence along the arc of a curve to the left with a radius of 226.50 feet a distance of 30.39 feet through a central angle of 07°41'13" Chord: S49°20'23"W 30.36 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 15.00 feet a distance of 11.89 feet through a central angle of 45°24'33" Chord: S68°12'03"W 11.58 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 71.00 feet a distance of 59.86 feet through a central angle of 48°18'19" Chord: S66°45'10"W 58.10 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 15.00 feet a distance of 16.29 feet through a central angle of 62°14'26" Chord: S73°43'13"W 15.51 feet to a point of compound curvature; thence along the arc of a curve to the right with a radius of 441.50 feet a distance of 38.88 feet through a central angle of 05°02'46" Chord: N72°38'11"W 38.87 feet; thence S19°53'12"W 77.00 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 518.50 feet (radius bears: N19°53'12"E) a distance of 84.16 feet through a central angle of 09°17'58" Chord: N65°27'49"W 84.06 feet; thence N60°48'50"W 208.98 feet; thence along the arc of a curve to the left with a radius of 271.00 feet a distance of 140.61 feet through a central angle of 29°43'41" Chord: N75°40'41"W 139.04 feet to the point of beginning.

Contains: 10.33 acres+/-

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER	AUTHORIZED SIGNATURE(S) 6/24/2020
Ralph B Johnson	Ralph B. Johnson
JAMES F. ALLRED	BY James F. Allred MANAGER OF TWO A, LLC
John D. Hadfield	BY John D Hadfield MEMBER OF JD VI, LLC 7/8/2020

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Salt Lake

ON THE 24th DAY OF June A.D. 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Salt Lake, IN SAID STATE OF UTAH, James F. Allred, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Two A, LLC, L.L.C., A UTAH L.L.C. AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 6-5-2023

Andrea Nelson
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 705990

Andrea Nelson
PRINTED FULL NAME OF NOTARY

ANDREA NELSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 705990
COMM. EXP. 06-05-2023

ENT 164459:2020 Map # 17335
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Oct 21 10:42 am FEE 106.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

ACCEPTANCE BY 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 PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 17 DAY OF September, 20 20

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW)

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 8 DAY OF July A.D. 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, John D. Hadfield, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager Member OF JD VI, L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: Sept. 7th, 2021

Marylou Wakamatsu
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 696822

Marylou Wakamatsu
PRINTED FULL NAME OF NOTARY

NOTARY PUBLIC MARYLOU WAKAMATSU 696822 COMMISSION EXPIRES SEPTEMBER 7, 2021 STATE OF UTAH

SPRING RUN PHASE D
PLAT 3
SUBDIVISION
LOCATED IN THE NW 1/4 OF SECTION 17, T5S, R1W
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 06/15/20 STATE OF UTAH		REGISTERED PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD CRYSTY 7-15-20 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

DOMINION ENERGY

Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 28 day of June, 20 20 Dominion Energy

By Beverly Eldredge

Title Re-Con

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

Nathan Simin 6-29-20
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No. 1 Tariff.

Marilyn Clifford 6/29/2020
DIRECT COMMUNICATIONS DATE

17335

2018\18-377 Spring Run Phase D2\design 18-377\dwg\sheets\SPRING RUN D2 FINAL PLAT.dwg
17335 SEC 17 T5S R1W

EAGLE MOUNTAIN

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Thursday, November 5, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Brandon Park phase "A" plat 2 out of warranty Bond Release**

City Recorder:

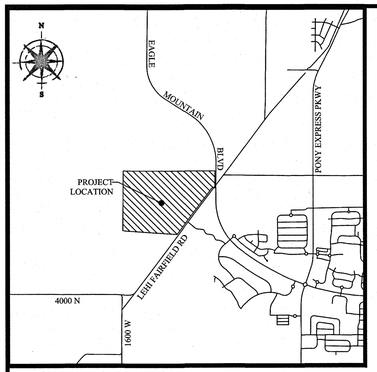
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)

NOTES

1. PARCEL A, B & C ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
2. #5 REBAR AND CAP SET AT ALL REAR LOT CORNERS. NAIL OR PLUG SET IN CURB AT PROJECTION OF SIDE LOT LINES IN LIEU OF SETTING THE FRONT LOT CORNER.

SITE TABULATIONS

TOTAL # OF LOTS:	49 LOTS
TOTAL ACREAGE:	16.77 ACRES
TOTAL ACREAGE IN LOTS:	11.14 ACRES
TOTAL ROAD ACREAGE (ASPHALT)	2.16 ACRES
TOTAL OPEN SPACE:	1.73 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
TOTAL ACREAGE IN ROW:	3.90 ACRES
AVERAGE LOT SIZE:	0.23 ACRES OR 9,903 SQFT.
LARGEST LOT SIZE:	0.30 ACRES OR 12,979 SQFT.
SMALLEST LOT SIZE:	0.18 ACRES OR 8,000 SQFT.
OVERALL DENSITY:	2.92 UNITS/ACRE

Line Table		
LINE	DIRECTION	LENGTH
L1	S86°00'18"E	19.39
L2	N53°01'33"W	100.00
L3	N53°01'33"W	100.00
L4	S53°01'33"E	100.00
L5	S53°01'33"E	100.00
L6	N53°01'33"W	100.00
L7	N53°01'33"W	100.00
L8	N36°58'28"E	15.00
L9	N36°58'28"E	15.00
L10	N36°58'28"E	15.00
L11	N52°59'18"W	43.99
L12	N36°58'28"E	20.00
L13	N36°58'27"E	15.00
L14	N36°58'27"E	20.00

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	28.50	57°01'14"	28.36	N65°29'05"E	27.21
C2	28.50	90°00'01"	44.77	N08°01'33"W	40.31
C3	19.00	90°00'10"	29.85	N81°58'33"E	26.87
C4	55.00	6°21'56"	6.11	S40°09'26"W	6.11
C5	19.00	90°00'01"	29.85	S08°01'22"E	26.87
C6	19.00	89°59'59"	29.85	N81°58'38"E	26.87
C7	19.00	89°59'50"	29.84	S08°01'27"E	26.87
C8	19.00	90°00'10"	29.85	S81°58'33"W	26.87
C9	55.00	50°39'18"	48.63	S68°40'03"W	47.06
C10	19.00	57°01'13"	18.91	N65°29'06"E	18.14
C11	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C12	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C13	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C14	55.00	12°35'35"	12.09	S30°40'40"W	12.06
C15	55.00	40°05'33"	38.49	S04°20'06"W	37.71
C16	55.00	37°18'52"	35.82	S34°22'07"E	35.19
C17	19.00	89°59'59"	29.85	S81°58'27"W	26.87
C18	19.00	90°00'01"	29.85	S08°01'33"E	26.87
C19	19.00	90°00'01"	29.85	N08°01'33"W	26.87
C20	19.00	89°59'59"	29.85	N81°58'27"E	26.87
C21	19.00	89°59'50"	29.84	N08°01'27"W	26.87



TYPICAL BUILDING SETBACKS
N.T.S.



GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

4/17/19
Date

BOUNDARY DESCRIPTION

Located in the NW1/4 & NE1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah more particularly described as follows:

Beginning at a point located S02°17'12"W along the Section line 1,064.94 feet and West 1,960.83 feet from the Northeast Corner of Section 11, T6S, R2W, SLB&M; thence S36°58'38"W 487.50 feet; thence N53°01'22"W 81.00 feet; thence S55°46'14"W 55.98 feet; thence S36°58'38"W 100.00 feet; thence S53°01'22"E 402.10 feet to the Easterly line of that Real Property described in Deed Entry No. 4669:2002 of the Official Records of Utah County; thence S36°58'28"W along said deed 1,318.47 feet to the 1/4 Section line; thence N85°59'56"W along said 1/4 Section line 138.27 feet; thence N03°59'42"E 191.55 feet; thence S86°00'18"E 10.15 feet; thence along the arc of a curve to the left with a radius of 19.00 feet a distance of 18.91 feet through a central angle of 57°01'14" Chord: N65°29'05"E 18.14 feet; thence N36°58'28"E 80.76 feet; thence N53°01'33"W 100.00 feet; thence N36°58'28"E 725.00 feet; thence N21°10'19"E 55.08 feet; thence N36°58'28"E 100.00 feet; thence N53°01'33"W 338.00 feet; thence N53°01'34"W 53.00 feet; thence N53°01'33"W 110.00 feet; thence N36°58'28"E 352.86 feet; thence N47°39'34"E 53.93 feet; thence N36°58'28"E 90.15 feet; thence S53°01'33"E 100.00 feet; thence S52°51'19"E 53.00 feet; thence S53°01'32"E 100.04 feet; thence N36°58'38"E 409.00 feet; thence S53°01'22"E 153.00 feet; thence S36°58'38"W 11.50 feet; thence S53°01'22"E 100.00 feet to the point of beginning.

Contains: 16.77 acres+/-

ENT 42789:2019 Map # 16556
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 May 14 4:42 pm FEE 154.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER: Steve Maddox
Edge Homes Utah, LLC

AUTHORIZED SIGNATURE(S)

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

SHELLEY MAE KING
NOTARY PUBLIC STATE OF UTAH
COMMISSION #695054
COMM. EXP. 07-10-2021

ON THE 16 DAY OF April A.D. 2019 PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah , IN SAID STATE OF UTAH, Steve Maddox , WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah, L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 7/10/2021

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 695054

Shelley Mae King
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 14 DAY OF May 2019

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No. 1 Tariff.

DIRECT COMMUNICATIONS — DATE 4/24/19

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

ROCKY MOUNTAIN POWER — DATE 4/23/19

DOMINION ENERGY COMPANY

Dominion Energy approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the owners dedication and the notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-way department at 1-800-366-8532.

Approved this 18 day of April, 2019. Dominion Energy Company

By

Title gas account SR rep

BRANDON PARK

PHASE A, PLAT 2

SUBDIVISION

LOCATED IN THE NW1/4 & NE1/4 OF SECTION 11, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR — SPENCER W. LLEWELYN — No. 10516507 — 4/17/19 — STATE OF UTAH		PROFESSIONAL ENGINEER — CHRISTOPHER TODD — No. 9255052 — TRUSTY — 5.2.19 — STATE OF UTAH	CORPORATE SEAL — EAGLE MOUNTAIN — EST. 1996 — STATE OF UTAH

EC 1-16-24 TC-032

Z:\...2017\17-384 Brandon Park\design 17-384\dwg\sheets\Phase 2\C2.0 Final Plat P2.dwg

EAGLE MOUNTAIN

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Wednesday, October 21, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: **Sunset Ridge phase "A" plat 5 out of warranty Bond Release**

City Recorder:

The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

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

Sincerely,

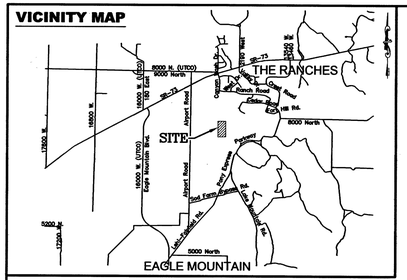
Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

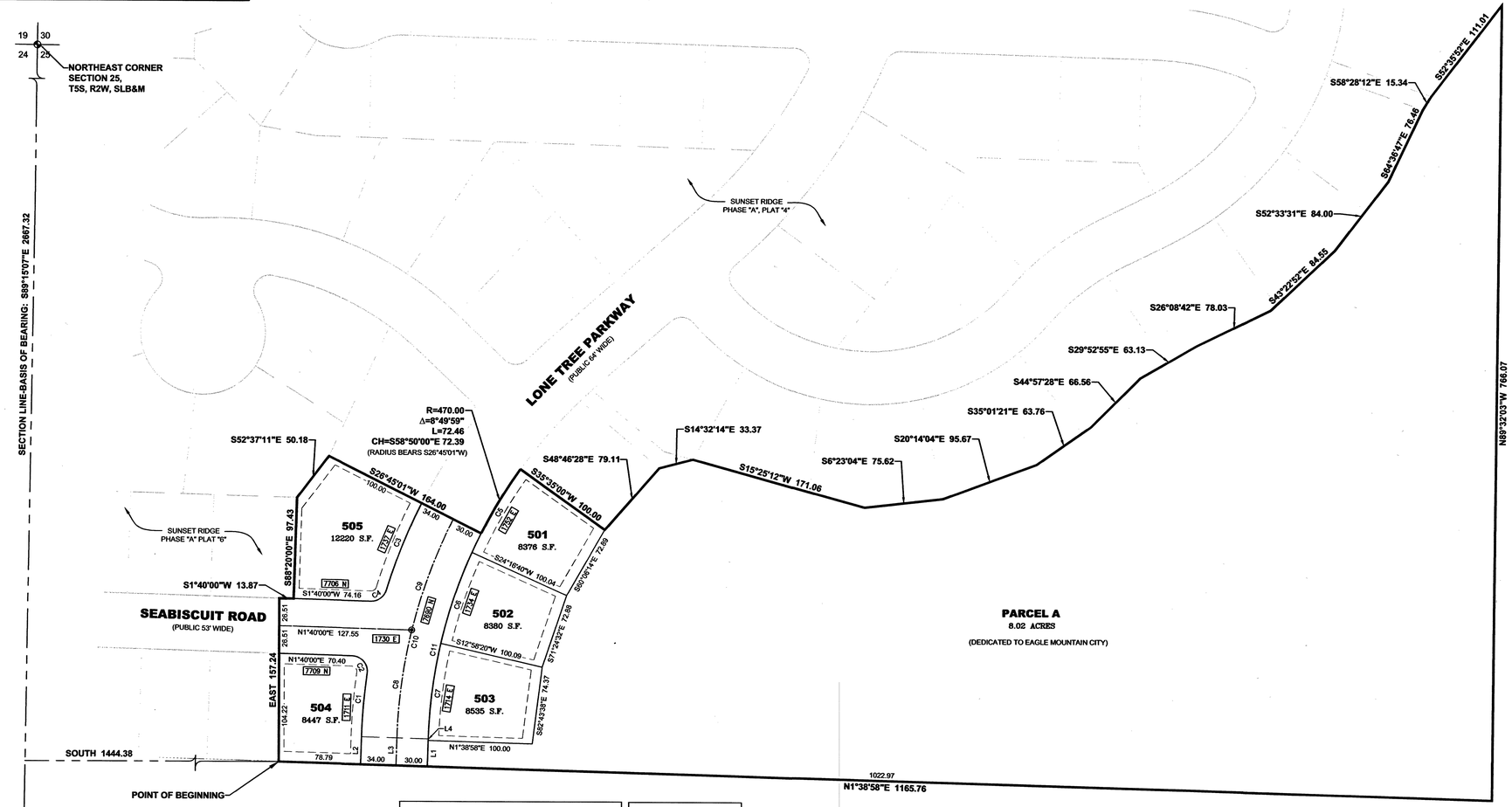
Cc: Fionnuala Kofoed, City Recorder

SUNSET RIDGE - PHASE A PLAT 5

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN

VICINITY MAP





NORTH

SCALE: 1" = 60'

60 30 0 60

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	534.00	6°32'53"	61.03	S85°03'33"E 61.00
C2	15.00	96°32'53"	25.28	N49°56'27"E 22.39
C3	534.00	9°42'12"	90.44	S68°06'05"E 90.33
C4	15.00	74°37'11"	19.54	S35°38'36"E 18.18
C5	470.00	11°18'20"	92.74	N60°04'10"W 92.59
C6	470.00	11°18'20"	92.74	N71°22'30"W 92.59
C7	470.00	11°18'20"	92.74	N82°40'50"W 92.59
C8	500.00	12°01'04"	104.87	N82°19'28"W 104.68
C9	500.00	13°03'57"	114.02	N69°46'58"W 113.77
C10	500.00	25°05'01"	218.89	S75°47'30"E 217.15
C11	470.00	25°05'01"	205.76	N75°47'30"W 204.12

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N88°20'00"W	25.00
L2	S88°20'00"E	26.55
L3	S88°20'00"E	26.53
L4	N88°20'00"W	1.53

TABULATIONS

TOTAL SITE ACREAGE	9.55
TOTAL ACREAGE IN LOTS	1.26
TOTAL ACREAGE IN OPEN SPACE	8.02
TOTAL ACREAGE IN PUBLIC STREETS	0.27
TOTAL NUMBER OF LOTS	5
AVERAGE LOT SIZE	9,189 SF (0.21 ACRES)
LARGEST LOT SIZE	12,217 SF
SMALLEST LOT SIZE	8,376 SF
OVERALL DENSITY	3.27 UNITS PER ACRE

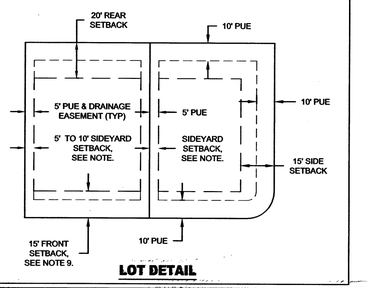
NOTES

1. SEE LOT DETAIL FOR BUILDING SETBACKS AND PUBLIC UTILITY EASEMENTS (P.U.E.).
2. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS
3. NAIL AND WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
4. TYPE II MONUMENT (ALUMINUM CAP & REBAR) TO BE SET.
5. 12% MAX. SLOPES ON DRIVEWAYS.
6. EACH LOT WILL REQUIRE A SOILS REPORT PRIOR TO OBTAINING A BUILDING PERMIT.
7. LOTS WITH SLOPE EXCEEDING 2:1 WILL REQUIRE ENGINEERED RETAINING WALLS.
8. EJECTOR PUMPS SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. ONLY BASEMENT FIXTURES ALLOWED ON EJECTOR PUMPS.
9. DRIVEWAYS TO BE MINIMUM 22' LONG.
10. ALL DRIVEWAYS ALONG LONE TREE PARKWAY ARE TO HAVE CIRCULAR DRIVEWAYS.

16486

*SIDEYARD SETBACK NOTE:

THE TWO INTERIOR SIDE YARDS ON ALL LOTS SHALL NOT BE LESS THAN A COMBINATION OF 15 FEET TOTAL, 5' & 10' (10' ON GARAGE SIDE). IF A STRUCTURE IS CONSTRUCTED WITH LESS THAN AN EIGHT-FOOT SETBACK, PIPING OR OTHER APPROVED DRAINAGE SYSTEM SHALL BE INSTALLED IN THAT SIDE YARD PRIOR TO OCCUPANCY.



LOT DETAIL

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°15'07"E ALONG THE SECTION LINE 59.36 FEET AND SOUTH 1444.38 FEET FROM THE NORTH 1/4 CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 157.24 FEET; THENCE S1°40'00"W 13.87 FEET; THENCE S88°20'00"E 97.43 FEET TO THE WESTERLY BOUNDARY LINE OF PHASE A, PLAT "4", SUNSET RIDGE SUBDIVISION; THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING EIGHTEEN (18) COURSES: S52°37'11"E 50.18 FEET; THENCE S26°45'01"W 164.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 470.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S26°45'01"W) 72.46 FEET THROUGH A CENTRAL ANGLE OF 8°49'59" (CHORD: S58°50'00"E 72.39 FEET); THENCE S35°35'00"W 100.00 FEET; THENCE S48°46'28"E 79.11 FEET; THENCE S14°32'14"E 33.37 FEET; THENCE S15°25'12"W 171.06 FEET; THENCE S6°23'04"E 75.62 FEET; THENCE S20°14'04"E 95.67 FEET; THENCE S26°08'42"E 78.03 FEET; THENCE S43°27'52"E 84.55 FEET; THENCE S52°33'31"E 84.00 FEET; THENCE S64°36'47"E 76.46 FEET; THENCE S58°28'12"E 15.34 FEET, THENCE S52°35'52"E 111.01 FEET; THENCE N89°32'03"W 766.07 FEET; THENCE N1°38'58"E 1165.76 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±9.55 ACRES

FEB 12, 2019
DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 22nd DAY OF Feb., A.D. 20 19

Todd Awmiller

Century Communities of Utah, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 22nd DAY OF Feb, A.D. 20 19 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Utah IN SAID STATE OF UTAH, Todd Awmiller WHO AFTER BEING DULY SWORN ACKNOWLEDGE TO ME THAT Century Communities of Utah A LIMITED LIABILITY COMPANY( ), THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSE THEREIN.

NOTARY PUBLIC
Charis J Mouritsen
696400
Commission Expires
August 09, 2021
State of Utah

NOTARY PUBLIC FULL NAME: Charis Mouritsen
COMMISSION NUMBER: 696400
MY COMMISSION EXPIRES: 8-9-2021
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain City, UTAH, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS; EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13th DAY OF March, A.D. 2019.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED Christopher T Trusty
ENGINEER
(See Seal Below)

ATTEST
CLERK-RECORDER
(See Seal Below)

PHASE A PLAT "5"

SUNSET RIDGE

SUBDIVISION

EAGLE MOUNTAIN — UTAH COUNTY, UTAH

ENT 22188:2019 Map # 16486
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Mar 19 12:38 pm FEE 36.00 BY SW
RECORDED FOR EAGLE MOUNTAIN CITY

SCALE: 1" = 60 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
STATE OF UTAH — CHAD A. POULSEN — No. 501182 — PROFESSIONAL LAND SURVEYOR — 2/12/19		LICENSED PROFESSIONAL ENGINEER — No. 363052 — CHRISTOPHER TODD TRUSTY — 5-13-19 — STATE OF UTAH	CORPORATE SEAL — EAGLE MOUNTAIN — EST. 1996 — STATE OF UTAH

*Third form approved by Utah County and the municipalities therein.

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATION S CEDAR VALLEY P.S.C. UTAH NO. 1 TARRIFF.

Marcia Clifford 2/19/19
DIRECT COMMUNICATIONS DATE

DOMINION ENERGY APPROVAL

DOMINION ENERGY APPROVES THE PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY.THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532

APPROVED THIS 14 DAY OF Feb. 2019

DOMINION ENERGY GAS COMPANY

BY: Steven Schell

TITLE: Gas account Support Rep

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENT AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENT, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES, OR
(4) ANY OTHER PROVISION OF LAW

Mark Schaffer 2/19/19
ROCKY MOUNTAIN POWER /DATE

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

SEC. 25-5-2W T. 03E

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

October 20, 2020, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – VIA LIFESIZE ELECTRONIC MEETING

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Kimberly Ruesch, Finance Director; Pete Kane, Long-Range Planning Manager; Michael Hadley, Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; and Angela Valenzuela, Human Resource Manager.

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 54-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

Mayor Westmoreland called the meeting to order at 4:10 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. DISCUSSION – Update from the Alpine School District with Rob Smith

Assistant Superintendent Rob Smith introduced the One Community, One Vision Alpine School District (ASD) Fall 2020 Update.

Schoolboard Member Julie King explained that ASD consists of 14 municipalities and has 92 schools with three additional schools under construction. The top priority of the ASD School Board is to recruit and retain the very best teachers. ASD was ranked as the best educational institution to work for in the State. ASD hired a total of 534 new teachers for the 2020-2021 school year constituting of 256 elementary/special education teachers, 127 junior high/special education teachers, and 151 high school/special education teachings.

The Return to Learn plan was implemented in response to the COVID-19 pandemic and offered students three learning options: learn at school, learn online which includes three subcategory options for secondary schools, or learn from parent. The online and parent options included district-developed curriculum and teacher support. Ms. King stated the high school students completing high school through the East Shore Online program will receive a regular diploma; however, the program is not currently accepted by the National Collegiate Athletic Association. They are in the process of resolving the issue.

Mr. Smith presented the COVID-19 dashboard on the ASD website which provides timely pandemic information, including current case number counts by school population, to keep parents and students informed while protecting student privacy. He explained secondary schools have moved to a modified schedule with online learning for all students on Wednesdays to allow for deep cleaning of the schools. Case counts have decreased since the modified schedule was implemented. ASD petitioned the State and received permission to shorten the 14-day quarantine period for students, teachers, and staff members exposed to COVID-19 to seven days if the individual tests negative and is not exhibiting symptoms.

Assistant Superintendent Dr. Shane Farnsworth stated that teachers are in the schools on Wednesday and attend meetings or perform other preparation duties and are not responsible for the deep cleaning. One of the reasons for adopting the modified schedule was to provide teachers with additional preparation and collaboration time due to their increased workload caused by online teaching and other pandemic-related impacts.

Dr. Farnsworth said the District Space Center is in the final stages of completion and houses a 40-foot planetarium done with a Digistar 7, and a 74-seat planetarium with four wheelchair-accessible locations. The simulator capacity increased by 50 percent offering six simulators with ability to accommodate 120 students.

Dr. Farnsworth noted that Silver Lake Elementary school opened this fall with an enrollment of 601 students for the 2020-2021 school year, which reduced the enrollment at Brookhaven Elementary. Eagle Mountain elementary school enrollment trends from the 2019-2020 to the 2020-2021 school year are as follows: Black Ridge decreased by 70 to 1070 students, Brookhaven decreased by 565 to 784 students, Cedar Valley Elementary, in Cedar Fort, decreased by 7 to 89 students, Eagle Valley increased by 1 to 754 students, Hidden Hollow increased by 8 to 996 students, Mountain Trails increased by 62 to 832 students, and Pony Express decreased by 49 to 916 students. Frontier Middle School enrollment increased by 116 to 1420 students, and Cedar Valley High School enrollment increased by 350 to 2312 students. The enrollment numbers include online students.

ASD is monitoring enrollment in high-growth areas to determine when and where additional schools are required. An additional middle school is planned for 2024 or 2025, which would result in transitioning the middle schools to junior high schools with seventh through ninth grade and removing ninth grade from Cedar Valley High School.

Recent capital projects in Eagle Mountain include three new schools: Brookhaven Elementary at $18.7 million, Silver Lake Elementary at $21.8 million, and Cedar Valley High School at $17.8 million. Future capital projects include additional elementary and secondary schools and ongoing renovations and improvements. Due to the pandemic, a bond has been postponed until 2022 for voter consideration. Elementary school enrollment considerations include the possibility of moving sixth grade into middle schools, if required.

Mr. Smith presented a Business Service Report ASD complied to provide residents with summaries of district expenditures including a new teacher retention incentive not offered by any

other Utah school district; this is funded primarily through the 2019 Teacher and Student Success Program allocation from the Utah Legislature. Teachers will receive an additional contribution to their 401k of $2,500 after five consecutive years, $5,000 after eight consecutive years, $10,000 after ten consecutive years, and $20,000 after 12 consecutive years of teaching with ASD.

Councilmember Love was excused from the meeting at 4:42 p.m.

Mr. Smith stated ASD is available and willing to resume quarterly meetings with the City Council at the City's convenience and in the manner desired.

1.B. DISCUSSION – Update from the American Legion Post 111 with Jimmy Allen

Post Commander Jimmy Allen with American Legion stated that Eagle Mountain Post 111 received their permanent charter in December 2019. They have approximately 50 members. Post activities include a motorcycle club and charitable functions such as sponsoring scout troops and Boys State attendees.

Post 111 has been unable to find an adequate facility for meetings. Locations large enough are either policy- or cost-prohibitive. He presented concept renderings for a potential lodge located on City property designated for the Smith Ranch Regional Park near Pony Express Elementary School including a community building, veterans memorial, outdoor recreation fitness area, and community garden. The community building would be a family-oriented facility available to rent for special uses, which would help offset the cost of the building.

Mr. Allen requested to install a flag retirement box at City Hall possibly in correlation with an Eagle Scout project for residents to donate flags to be retired.

Mayor Westmorland directed the applicant to work with City Administrator Paul Jerome regarding his proposed projects.

Mr. Jerome stated the City has limited land. Geographical limitations caused by the Tickville Wash may make Smith Ranch Regional Park a problematic location. He will explore other options for locations within the City with the applicant including a partnership with developers.

1.C. DISCUSSION – Proposed Code Amendment for Master Plan Developments and Agreements

Long-Range Planning Manager Pete Kane presented the item and explained this is a continuation of the discussion during the previous work session. The Planning Commission and City Council have sought to revise and update the requirements for master development plans (MDPs) and master development agreements (MDAs) based on previous project proposals that have been submitted to the City. The proposed amendments help to resolve some of the questions and process flow concerns that have been identified over the years and set standards for all MDAs going forward.

The proposed standards address concerns regarding the current standards by reducing the size requirement for properties that would require a master development agreement, creating smaller master development areas, setting a time limit for agreements, establishing development benchmarks, outlining phasing requirements, focusing development on portions of properties with existing roads prior to development of areas needing new roadways, creating ways to handle changes for public uses or topographic/geographic challenges that were unknown prior to the agreement being finalized, and adding a requirement for compliance with Municipal Code.

The Planning Commission held a public hearing at their September 22, 2020 meeting and unanimously recommended approval of the Municipal Code amendment to the City Council.

Mr. Kane explained that the concerns regarding the item were compiled by staff based upon Planning Commission discussions with Councilmembers.

1.D. DISCUSSION – C Jay Properties Building Site Plan & Rezone

Mr. Kane presented the item. The applicant is seeking to build an 8,165-square foot professional office building on 0.81 acres of undeveloped land on the south side of Campus Drive. Per EMMC 17.55, this proposed site plan would need a minimum of 28 parking stalls including two ADA stalls. The plan includes 32 new parking spaces with two ADA-accessible stalls and an additional three existing spaces within the property bounds. The property backs up to a golf course and the plans include screening along the rear property line. The property is a part of The Ranches and was identified for commercial use through the MDP and MDA, which has since expired and vested rights no longer carry. The property is designated as Community Commercial on the Future Land Use Map.

The application includes a request to rezone the property to Commercial Community which is an appropriate zone for this particular land use designation. The property is accessible from Campus Drive utilizing an existing curb cut. Municipal Code recommends that commercial buildings be similar in style to adjacent buildings. The plan calls for similar materials, but in a different color palette to adjacent buildings. Revised elevations have been submitted to update the color palette and architectural details. The plan includes vertical and horizontal articulation through a mix of materials to emphasize entry points to the building. The proposed building is sited at the rear of the property with the parking lot located at the front. The applicant would prefer this orientation as demonstrated in the submitted plans. An outdoor patio space at the rear of the building includes a decorative stretched fabric overhead and netting along the eastern side of the property due to the proximity to the golf course.

Mr. Kane reviewed the renderings that illustrated the applicant's concerns regarding potential building orientations including access and increased golf ball hazards to explain their request to locate the building to the south of the property.

The Planning Commission held a public hearing on October 13, 2020 to review the application and unanimously voted to recommend approval of the rezone request to Commercial Community and unanimously voted to recommend approval of the site plan with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color;
2. The mechanical equipment shall be located or screened in a way that is not viewable from the street; and
3. The applicant shall work with staff to address compliance regarding roof design, building articulation, and architectural detailing elements.

Applicant Darren Gillespie clarified that the color in the renderings that appears to be white will be gray rock.

Councilmember Curtis stated that gray is preferable and more appropriate for the overall aesthetics of the City.

Mr. Kane verified that the applicant addressed Planning Commission concerns regarding the roof with the updated elevations for the front of the building and inquired if the City Council has concerns regarding the rear elevation roofing. Staff recommends that the building be sited on the west side of the property to meet standards, should the City Council determine not to grant an exemption to the location standard. The Planning Commission supported the applicant's preferred location at the rear of the property. He stated the location of the golf course and the orientation of the neighboring building to the rear of the property justifies approving an exception.

Councilmember Clark stated her preference to require increased articulation on the rear of the roof as well as the rear of the property facing the golf course.

Mr. Gillespie expressed his willingness to add dormers to the rear roof. He stated that the netting along the south side of the property would not protect the parking area from golf balls from the east if the building were located on the west side of the property.

Mayor Westmoreland supported allowing the building to be located at the rear of the property.

Councilmember Curtis and Councilmember Clark expressed support in allowing the building in the rear of the property.

Councilmember Burnham concurred with permitting the rear orientation and requiring dormers on both sides of the roof.

1.E. DISCUSSION – Overland Village 2 Village Concept Plan

Mr. Mumford presented the item. The Planning Commission reviewed the concept plan on April 14, 2020 and April 28, 2020 and made recommendations with conditions. The latest proposal includes the Village 2 master plan and the trails and open space plan. The Overland Master Development Plan designates Village 2 with the minimum unit count of 540 units/lots and a maximum unit count of 743. The Village 2 concept plan contains 692 lots/units consisting of 32 percent townhomes, 5.5 percent active adult units, 21 percent small lots, 29 medium lots, 13 percent large lots, and a ten-acre elementary school site already purchased by Alpine School District.

The MDA requires a medium park to be improved in Village 2. The plan contains a three-acre park, smaller park areas scattered through the development, and a 1.51-acre undefined private amenity area. A planned trail system provides access throughout the development and to neighboring properties. The trails plan should be modified to make sure the red line indicating trails includes a 12-foot concrete trail along roadways as well. The north-south road in the middle of the development has been widened to include additional asphalt and a 12-foot trail on one side. Without a deceleration lane along Pony Express Parkway, potential traffic issues may arise near the elementary school. Village traffic being directed to two intersections along Pony Express Parkway may also cause traffic issues. Several private road accesses and/or public intersections appear to be too close to each other or not to be aligned.

Mr. Mumford explained the Future Land Use and Transportation Map will be amended and the major roadways in the concept plan approximately align with the proposed location for Airport Road and a collector road, rather than the previously proposed location for an Airport Road expansion. He stated the applicant is willing to work with staff to resolve road alignment concerns with the City and Utah Department of Transportation.

Councilmember Clark inquired about the planned amenities for the City park and expressed concern regarding the lack of parking indicated in the concept plan. She appreciated the location of the townhomes in relation to the park.

Mr. Mumford stated the applicant determined the location for the required park and the trail connections; however, at this stage of the project, he is unaware of any specific plan regarding amenities.

Applicant representative Bryon Prince explained the plan focused on community planning elements and implementing items they learned developing Village 1. They desire to avoid housing segregation and to provide products that offer options to meet the varying housing needs of residents throughout their lifetime. Village 2 includes townhomes and smaller homes not offered in Village 1. A key element of the design is the open space and trail connectivity from Pony Express Parkway, Airport Road, park spaces, private and public open space, the elementary school, and the housing development to the north. He is working with Parks and Recreation Director Brad Hickman to provide creative, unique amenities at the City park due to the park's proximity to Wride Memorial Regional Park. The park will have parking on the east and west sides. The passive and active open space indicated on the plan will be maintained and owned by the HOA. The City park will be dedicated and maintained by the City. A privacy wall will be installed along Airport Road and Pony Express Parkway as required in the MDA. The Planning Commission requested that privacy fencing also be installed along the northeast corner of Village 2 near the trail system and the Overland monument sign.

Councilmember Clark expressed appreciation for the consideration for safe pedestrian routes to the elementary school included in the plan and the variety of housing types provided.

Mr. Prince said the Planning Commission discussed traffic concerns regarding the elementary school which will be addressed during the preliminary plat and hopefully in conjunction with

Alpine School District. The townhomes in the southeast corner are located near the existing clubhouse.

Mr. Prince explained all the active adult homes will be deed-restricted to attract the desired buyer and to mitigate issues and concerns. A private amenity will also be provided specifically for the active adult community in the northwest portion of the Village. The type of amenity will be determined based upon resident feedback.

Councilmember Gray expressed concern regarding road length and connectivity.

Mr. Mumford stated that connection concerns will be evaluated and addressed with the preliminary plat.

Mr. Mumford explained the Village 2 plan is conceptual and subject to change. It is a preliminary plan meant to show the development plans and possibilities of the project. Increases in lot sizes, reductions in units, minor changes to road and lot configurations, changes from townhomes to cluster lots or other lots, and minor changes to trail locations and park locations are not considered major changes and would not require an amendment to this concept plan. These changes can be proposed and made at the preliminary plat stage.

The Planning Commission reviewed the item on October 13th
and recommended approval of the application with the following conditions:

1. The north-south road in the middle of the development shall include a minimum of 35 feet of asphalt or on-street parking shall be restricted along the roadway. Direct driveway access on the road should be limited as much as possible;
2. The applicant shall improve access to the Alpine School District's future elementary school site off Pony Express Parkway by adding a deceleration/turn lane;
3. The applicant shall work with the City Engineer to identify and agree upon an acceptable interval by which traffic study updates will be provided by the applicant to ensure appropriate development of Airport Road;
4. Accesses/intersections shall be adjusted to be aligned or separated sufficiently according to the City's standards;
5. The applicant shall include a raised crosswalk where the trail crosses the north-south collector road in the middle of the project;
6. The applicant shall work with Alpine School District to utilize all of the streets surrounding the proposed elementary school for student drop off and pick up routes to mitigate traffic congestion and unsafe conditions; and
7. The applicant shall continue the collector road fencing along the two lots on the northeast corner of the project close to the Overland monument sign.

Mr. Mumford noted the MDA terms regarding construction of amenities required the Club Ivory clubhouse to begin construction on December 15, 2019, and to be completed prior to the earlier of the recording of a plat containing the 350th building permit or June 30, 2020. The building is not completed.

Mr. Prince presented photos taken on October 20, 2020 to demonstrate the progress on the clubhouse construction. The exterior finish is completed and has a barn-like wood exterior appearance. The pandemic has delayed the construction due to delays in the supply chain for custom-made construction materials for the building. They have fulfilled the agreement to plant 100 trees in the Pony Express Parkway median and have extended their best effort to fulfill their commitments. Phases C3 and C4 of Village 1 have been paved and the plats are ready to be recorded. The clubhouse will be ready to receive a certificate of occupancy at the end of November or December 2020. He requested that the City Council to allow Ivory Homes to proceed with the recordation of phases C3 and C4 before the competition of the clubhouse.

Ms. Kofoed stated her records show that 333 units have been recorded.

Mr. Mumford said the City has issued 230 building permits as of the end of September 2020. He asked the City Council to provide feedback regarding the possibility of amending the terms of the MDA to allow phases C3 and C4 to move forward with construction prior to the completion of the clubhouse.

Mr. Prince offered to tour the clubhouse with the Councilmembers. The building is available to the public to rent for community events.

2. AGENDA REVIEW

9.A. 30" Sewer Cured In Place Pipe Lining Project, Phase 1 – Insituform Technologies

9.B. Sewer Manhole Rehabilitation Project – Advanced Lining

Public Utilities Manager Mack Straw explained that corrosive gases have deteriorated the concrete lining of the sewer infrastructure. They plan to perform additional, periodic camera assessments of the damage to the pipelining and make repairs as necessary. This project is the first phase of rehabilitation and will complete the majority of the necessary repairs. He is working to determine if the cost for the rehabilitation of the pipeline section from the flume to the Timpanogos Special Service District trunk line will be the sole, partial, or no responsibility of the City.

SCHEDULED ITEMS

12. ORDINANCE/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2020-2021 Budget.

Finance Director Kimberly Ruesch informed the City Council of an additional item for consideration for the public hearing during policy session. The City has $2,000,000 of debt issued with the Utah Transportation Commission in June 2019 to widen a section of Pony Express Parkway. Debt service payments began in December 2019 and a second payment is due in

December of 2020. The two debt service payments for 2019 and 2020 will result in a budget increase of $468,444 to the Fiscal Year 2021 budget as presented in the packet materials.

Mr. Jerome explained the City had not received the bill for the December 2019 payment in time to make a payment as scheduled. The Utah Department of Transportation recently notified the City of the outstanding 2019 payment. The payment had been allocated to be paid through impact fees funds in the previous year's budget. An amendment to the Fiscal Year 2020-2021 will allow the funds to be rolled into this budget to cover the debt service payments for both years.

Ms. Ruesch explained the other budget increases are to hire an engineer in training and a change order to the Facebook development agreement related to the 3.5 million-gallon water tank.

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.23 Open Space Zones.

Mr. Kane explained that this public hearing item was discussed during the previous work session. The amendment will add an Open Space Zones chapter to Municipal Code to establish the regulations to control the development requirements and use limitations.

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.31 Public Facilities Zone.

Mr. Kane said this amendment will add a chapter establishing the Public Facilities Zone which outlines the allowed uses and development standards. Staff will evaluate City property to identify appropriate zoning and rezone the applicable areas to the Public Facilities Zone, as well as assign the zone to future public facility developments.

13.A. MOTION – Brylee Farms Alternate Fencing Request

Mr. Mumford presented the item. EMMC 17.60.120(R) requires that property owners or developers build and maintain a wall or fence consistent with the standards in that chapter and standards in EMMC 16.35.090 for side and rear property line fencing along collector and arterial roadways. The standard fence required by current standards is The Ranches style cedar fencing.

Per EMMC 17.60.120(R)4, residential developers may propose alternative standards for arterial and collector road fencing within their project to be approved by the Eagle Mountain City Council. Any alternative standard fencing shall be of a durable quality fence/wall as defined by EMMC 16.35.090.

The Brylee Farms developer is proposing an alternative fence to be placed along Aviator Avenue and Eagle Mountain Boulevard. Their preferred option is a vinyl faux wood-grain fence. Their second option is a Bufftech Sherwood fence made with linear low-density polyethylene plastic, a wood-alternative composite material. Fencing similar to both options has been approved in other developments within the City.

A Municipal Code amendment intended to address the collector and arterial road fencing standards has been in discussion with the Planning Commission. The amendment currently proposes removing The Ranches style fencing as the required fencing type and allows for durable quality fencing, including stone, masonry, decorative concrete, and possibly wood-alternative composite material.

Mr. Mumford stated the applicant desires approval as they are ready to begin construction and prefers to have the fencing in place before residents occupy the homes. Staff felt it was prudent to move the item forward for a decision.

Councilmember Gray recommended delaying the decision on the alternative fencing request until the fencing standard amendments are finalized. He advocated for requiring masonry fencing along collector and arterial roadways.

Councilmember Curtis stated he believes that the approved vinyl alternative fencing for other projects was required to have steel reinforcement. He expressed concern regarding approving portions of fencing individually, especially considering the Municipal Code standards are under review.

Mr. Mumford stated that the Bufftech fencing is more expensive and a higher quality fencing than the vinyl option. He explained the City has been lenient with the requirement for fencing installation prior to issuing building permits, as the fencing has been delayed due to the standards being placed under review by the City and while the City determined the location for a traffic signal.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:26 p.m.

7:00 P.M. POLICY SESSION – VIA LIFESIZE ELECTRONIC MEETING

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. Councilmember Carolyn Love was excused.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Kimberly Ruesch, Finance Director; Pete Kane, Long-Range Planning Manager; Michael Hadley, Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; and Angela Valenzuela, Human Resource Manager.

4. CALL TO ORDER

Mayor Westmoreland called the meeting together at 7:03 p.m.

5. PLEDGE OF ALLEGIANCE

City Recorder Fionnuala Kofoed led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Utah County has extended the deadline for small business grants related to COVID-19 impact to October 30, 2020. Please visit the Eagle Mountain Chamber of Commerce Facebook page for details.
- Eagle Mountain City's stormwater department is offering a free bagged leaf collection service for residents through November 30, 2020. Details are available on the City website's news section.
- This year's Thanksgiving Day Turkey Trot Fun Run event will be a virtual 5K. Get creative and have a chance at some fun prizes. Details are available on the City website calendar.
- Junior Jazz basketball registration is open through November 3, 2020. Details are available on the recreation page of the City website.
- To receive City notifications, including emergency info, news, events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:08 p.m.

Layne Izatt submitted a written public comment "Just an observation, but it was evident in the Planning Commission's meeting with Michael and Emma that they had already decided what they were going to do. La Petite needs more than 90 days to move their business."

Mayor Westmoreland closed public comment at 7:09 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Burnham

Councilmember Burnham thanked the residents for being willing to be a part of the discussion regarding City issues. She asked for residents to remember that the Planning Commissioners are volunteers and that it is appropriate to disagree with their decisions, but not to attack their character. She requested that residents be civil in their discourse.

Councilmember Curtis

Councilmember Curtis concurred with Councilmember Burnham. He advocated for people to vote following their conscience and to be kind to others with different opinions.

Councilmember Gray

Councilmember Gray noted that there was a protest at City Hall and expressed appreciation to the participants for being respectful. He agreed with Councilmember Burnham and encouraged residents to exercise their right to vote.

Councilmember Clark

Councilmember Clark agreed with several of the comments expressed and encouraged residents to vote. She invited citizens to discuss the topics with people they know, rather than strangers on social media, including their children as current conditions might be scary for youth. She supports freedom of speech but asked for people to use it carefully and with kindness. She advocated for people to act in faith and service and expressed appreciation for the service of her fellow Councilmembers and City staff.

Mayor Westmoreland

Mayor Westmoreland welcomed the virtual participants. He stated it is exciting to see the City moving forward and making progress despite challenges.

CONSENT AGENDA

9. BID AWARDS

9.A. 30" Sewer Cured In Place Pipe Lining Project, Phase 1 – Insituform Technologies

9.B. Sewer Manhole Rehabilitation Project – Advanced Lining

10. BOND RELEASES

10.A. Ranches Estates Plat B – Into Warranty

10.B. Sunset Ridge Phase A, Plat 4 – Out of Warranty

11. MINUTES

11.A. October 6, 2020 – Regular City Council Meeting

MOTION: ***Councilmember Curtis moved to approve the consent agenda. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

SCHEDULED ITEMS

12. ORDINANCE/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2020-2021 Budget.

Finance Director Kimberly Ruesch presented the item. This is the second budget amendment for this fiscal year and includes changes to the General Fund to hire an engineer in training, to the Enterprise Fund for an amendment to the a 3.5 million-gallon water tank for the Facebook project, and to the Transportation Impact Fee Fund to add two debt service payments on a loan with the State for the widening of Pony Express Parkway, resulting in an overall budget increase of $876,142.

Councilmember Gray requested that staff explain the purpose of hiring an engineer in training for, the benefit of the public.

City Administrator Paul Jerome explained that the City Engineer had included the cost of an additional employee in the budgeting process, but the expense had been unintentionally omitted from the final budget. Due to the uncertainty of the impact of the pandemic on City revenue, hiring has been temporarily frozen. The City experienced an increase in sales tax revenues and not a decrease and determined to move forward with hiring the position.

City Engineer Chris Trusty stated the engineering staff includes himself, an engineering assistant, a Blue Stakes technician, and two full-time public works inspectors. The City currently hires a consultant for water model maintenance, and this position will allow the City to maintain the water model with staff. The individual will also oversee some capital improvement project management and assist with public works inspections to help alleviate the workload on current staff.

Mayor Westmoreland opened public comment at 7:24 p.m. As there were no comments, he closed public comments.

Mr. Jerome explained the salary amount listed was for the remainder of the year and included benefits and total compensation costs.

MOTION: ***Councilmember Burnham moved to approve an Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment of the Fiscal Year 2020-2021 Budget. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.23 Open Space Zones.

Long-Range Planning Manager Pete Kane presented the item. Current Municipal Code standards include zoning districts for residential, commercial, agriculture, and industrial uses. There are other land uses that are currently permitted across each of these zones, rather than set as their own use. By creating a zone for open spaces, the City will establish the allowed uses and development requirements for this use. This will also provide a clearer picture of the actual land use in the City. The Planning Commission held a public hearing on September 22, 2020, and recommended approval with a unanimous vote.

Mayor Westmoreland opened public comment at 7:29 p.m. As there were no comments, he closed public comments.

MOTION: ***Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code adding Chapter 17.23 Open Space Zones. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Adding Chapter 17.31 Public Facilities Zone.

Mr. Kane presented the item and explained that creating a zone for public facilities allows the City to establish the allowed uses and development requirements for this use. The Planning Commission held a public hearing on September 22, 2020, and recommended approval with a 4 to 1 vote. The dissenting vote by Commissioner Wells was due to her belief that outdoor storage should be included in the standards as a special use.

Mr. Kane explained that the definition of outdoor storage includes storage of equipment outside of a structure; City screening requirement standards are still applicable. The Planning Commission expressed concern regarding equipment storage maintenance and Municipal Code enforcement and discussed a possible future amendment either to allow outdoor storage as a special use with improved standards, or as a subordinate use to an allowed use due to the potential need for outdoor storage for some public facility uses.

Discussion ensued regarding concerns with outdoor storage impact on surrounding areas and the proper timing and manner to address outdoor storage concerns and infractions.

Mr. Kane clarified the updated definition of outdoor storage is defined as "the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to public."

Councilmember Clark expressed concern regarding shipping containers being used for storage on public facilities adjacent to residential areas or similar unintended, undesirable allowances should outdoor storage be an approved use.

Mr. Kane explained that outdoor storage standards require a six-foot or greater masonry wall or solid, opaque fencing to screen all open storage areas from the view of the street, and items taller than the fence may not be stored within twenty feet of the fence. Storage containers would be required to be screened by appropriate fencing. He noted that if outdoor storage were an approved special use, an additional site plan approval would not be required for the addition of outdoor storage to an approved project; however, the outdoor storage would need to adhere to the approved regulations regarding use standards including fencing and screening.

Councilmember Clark expressed concern with allowing outdoor storage as a special use due to the lack of additional approvals or oversight to mitigate undesirable impacts on residents.

Councilmember Curtis stated homeowners have the right to install fencing on their property without the approval of impacted neighbors and shipping containers are not permitted.

Discussion ensued debating the difference between the impact and desired allowance of fencing installation on public and private land.

Councilmember Curtis stated the City could mitigate and regulate concerns through the terms and enforcement of lease agreements.

Mr. Kane clarified that shipping containers are only allowed as a special use in the Light Manufacturing/Distribution Zone and the Sweetwater Industrial Overlay. City parks and the rodeo grounds would be zoned as open space, which does not permit outdoor storage. However, a building installed adjacent to park property such as the American Legion community center proposed during work session would have Public Facility zoning.

Mayor Westmoreland opened public comment at 7:48 p.m. As there were no comments, he closed public comments.

Mr. Kane explained that the rezoning of properties is not automatic and that legal statutes require rezone applications and approval. He clarified the amendment under consideration does not include outdoor storage as a special use due to the Planning Commission's recommendation to remove it from the amendment.

Councilmember Gray stated that storage concerns could be addressed during the rezone approvals.

MOTION: ***Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code adding Chapter 17.31 Public Facilities Zone. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Jared Gray. The motion passed with a unanimous vote.***

13. MOTION

13.A. MOTION – Brylee Farms Alternate Fencing Request

Mr. Mumford reviewed the item as presented during work session.

Councilmember Gray inquired if the alternate fencing request was valid due to fencing standards having been placed under review. He requested clarification regarding the reference to the current standards requiring The Ranches-style fencing, as he believed those should be considered previous standards due to the related Municipal Code being under review.

Mr. Mumford stated that the City Council can deny or table proposals due to the review of fencing standards.

Mayor Westmoreland asked if the applicant would be able to install cedar fence, should the alternate fencing be denied.

Mr. Mumford stated he believed the applicant could install the cedar fencing despite the fencing standards being under review.

Councilmember Gray stated his preference to table the item until the fencing standards have been updated.

Councilmember Curtis verified that masonry fencing cannot be required by the City Council because it is not included as a requirement in Municipal Code fencing standards. If the City Council recommended that masonry fencing be installed, the applicant could decide to install cedar fencing instead due to existing standards.

Mr. Mumford clarified that the City Council has the ability to table or deny the alternate fencing request because the standards are under review. However, the applicant would be able to install cedar fencing, or residents may occupy the homes prior to the installation of the fencing should the item be tabled.

Councilmember Gray clarified he is in favor of issuing certificates of occupancy to the affected homes without the fencing. He reiterated his desire to delay the approval to ensure the fencing is in accordance with updated standards.

Mr. Mumford stated the City Council could approve the fencing if they feel the fencing option is appropriate for the area and that denying the request may result in the installation of cedar fencing, which he feels is inappropriate and undesirable for that area. He recommended either tabling the item or approving the Bufftech option.

Mayor Westmoreland stated the Bufftech meets the intention and desired product type of the proposed fencing standards under review. He is not in favor of the vinyl options.

Councilmember Curtis expressed concern regarding approving wood composite materials as he had heard they may deteriorate over time. He advocated for requiring a quality, durable product due to the location of the fencing along major roadways.

Mr. Mumford stated the Bufftech product is steel-reinforced, has a 15-year colorfast fade protection, and a limited lifetime warranty.

Applicant representative Matthew Loveland stated one homeowner is already living in a home within the Brylee Farms project and within the next 30 days, an additional ten homes will be occupied. He stated they began discussing fencing options in May and as the majority of the occupied homes will be along the major roadways, Fieldstone Homes needs to make a decision regarding fencing tonight. Otherwise, they will need to proceed with the currently vested fencing

option. They desire for their housing community to be aesthetically consistent along Eagle Mountain Boulevard with the adjacent communities. The proposed vinyl fencing has vertical and horizontal steel reinforcement, is superior to other vinyl fencing, and is consistent with the existing fencing in other developments. The vinyl option has a wood grain, nontextured appearance, and has a thirty-year color fade manufacture guarantee, which is one of the reasons they believe it is a superior product. He desires to install fencing that will be economically feasible for the residents should repairs be required in the future.

He explained the reason for requesting a decision regarding the fencing prior to the standards update was due to the desire to provide a quality, completed product to the residents including fence installation.

Councilmember Gray reiterated his preference to table the application. He cited a section of State Code 10-9a-509 and stated his understanding is that as the standards are under review, no fencing types are approved, and the application should be tabled until the standards have been updated.

Councilmember Curtis asked when the alternate fencing request had been submitted by the applicant.

City Attorney Jeremy Cook concurred with Mr. Mumford that Municipal Code allows for the City Council to approve or deny the alternate fencing request. He stated the applicants are entitled to install cedar fencing; however, the fencing options proposed by the applicants are perhaps a better alternative than the cedar fencing.

Mr. Loveland stated that the final plat application had been submitted in 2018. He expressed his preference to install either of the proposed alternate fencing options rather than a cedar fence.

Mr. Mumford clarified that staff brought forward the alternate fencing application prior to the fencing standard amendments due to timing considerations for the project.

Councilmember Gray stated he believed that updated standards will require masonry fencing along major roadways; however, he did not object to allowing vinyl, steel-reinforced fencing options in other areas. He does not desire the cedar fencing. He inquired if the applicant would be willing to install masonry fencing.

Councilmember Curtis stated that although he concurred with Councilmember Gray regarding requiring masonry fencing along major roadways, should the City Council table the item, the applicant would likely install the undesired cedar fencing in order to meet the timing constraints for the project. Thus, tabling the application would not accomplish the desired installation of a masonry wall.

Councilmember Gray said he is unwilling to allow vinyl fencing along the busiest road in the City.

Mr. Loveland stated that the 30-year warranty on the vinyl fencing includes wind damage up to 110 miles per hour. He stated that consistency depends upon which corridor the City Council desires to match fencing with. The Sage Park development south of Brylee Farms along Eagle

Mountain Boulevard has fencing consistent with the grey, wood-grain option in their proposal; the Brandon Park development to the south across Aviator Avenue has different fencing.

Mr. Mumford noted that the Brandon Park development has faux-stone fencing.

Councilmember Curtis expressed the desire to require durable, long-lasting fencing along major roadways and noted the difficulties caused by inconsistency in the standards and differing fencing styles for the adjacent developments.

Councilmember Clark expressed concern regarding matching fencing when future repairs are required should the style no longer be available through the manufacturer.

Mr. Loveland stated that the financial impact on the homeowner to repair masonry fencing due to graffiti or other damage is significantly higher than repairs to other fencing alternatives; painting over graffiti on masonry is apparent and unappealing.

Applicant representative Brett Woodland stated that in the fifteen years he has worked for Fieldstone Homes, he does not recall having to repair fencing other than due to vehicular damage.

MOTION: ***Councilmember Burnham moved to approve the Brylee Farms alternate fencing request with the applicant's first choice vinyl fencing option. The motion failed for lack of a second.***

MOTION: ***Councilmember Burnham moved to approve the Brylee Farms alternate fencing request with the applicant's second Bufftech fencing option. Councilmember Curtis seconded the motion.***

Mr. Cook clarified that timing requirements are based upon the alternate fencing request application, not the final plat, in relation to when the Municipal Code amendment review went into effect. The City Council may consider the application or may table it until the alternate fencing options are finalized.

Councilmember Clark noted that should masonry fencing be determined to be the preferred fencing option for major roadways in the City, the City Council cannot require the existing developments along Eagle Mountain Boulevard to remove the existing wood composite fencing and install masonry fencing.

Councilmember Gray stated although the City Council had no recourse against previously installed fencing, he desires to prevent any additional installation of fencing along major roadways until the standards are updated. He does not approve of either cedar fencing or the proposed options. He said he does not believe that the applicants will install a cedar fence and the City has legal recourse under State statute should the applicant attempt to move forward with cedar fencing.

Councilmember Clark expressed concern regarding the impact on the home buyers due to an increased price to the project should masonry fencing be required.

Councilmember Gray stated that he agreed with her concern; however, land values and housing costs have increased since the applicant purchased the land. The developer should be able to incur the price increase of masonry fencing. Masonry fencing is the most desirable product for the homeowners and the City for safety and sound mitigation.

Councilmember Clark concurred with Councilmember Gray's concerns but disagreed that this development could be required to be held to updated standards.

Mr. Cook reiterated that the alternate fencing style can be denied because the standards were under review based upon the timing of the submission of the application. However, as cedar fencing had been the permitted standard, it would be difficult to legally justify that the applicant cannot install cedar fencing depending. He stated that many fences were installed in the City that matched the appearance of the cedar fencing but lacked the desired equivalent quality and durability. The fencing proposed by the applicant adheres to what has been previously required by developers and is superior to cedar fencing.

Discussion ensued regarding the desired fencing for major roadways and the uncertainty regarding the timing of the application to verify whether the applicant has a legal right to install cedar fencing.

Councilmember Clark inquired if Councilmember Burnham would consider withdrawing her motion to permit additional time to collect more information.

Councilmember Burnham determined not to withdraw her motion due to the other alternative fencing options previously installed adjacent to this development.

Those voting aye: Donna Burnham, Melissa Clark, and Colby Curtis. Those voting nay: Jared Gray. The motion carried with a vote of 3:1.

14. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Gray requested clarification regarding the mechanism for Councilmembers to place Municipal Code standards under review.

Discussion ensued regarding the ability for two Councilmembers to request items be added to the City Council agenda and the possibility of creating a codified mechanism for Councilmembers to be able to ensure items are included on Planning Commission agendas.

Mr. Mumford noted that when Councilmember Gray requested the fencing standards be placed under review, staff had 15 Municipal Code amendments in process. He requested clarification regarding timing and order priority of processing Councilmember requests.

Mr. Cook stated that two or more Councilmembers can jointly request an item to be placed on the Planning Commission agenda. A single Councilmember may also request that the mayor direct staff to add an item to the Planning Commission agenda.

Councilmember Burnham expressed concern regarding the delay in a request for an item to be on the agenda that was requested by Councilmembers the previous year.

Councilmember Carolyn Love joined the meeting at 9:18 p.m.

Mayor Westmoreland noted that prioritization may impact the timing of adding items to agendas. Staff must prepare the requested item before noticing the item and placing it on an agenda.

Mr. Mumford explained that staff began immediately on Councilmember Gray's request; however, the item was delayed due to other Municipal Code amendments already in process as well as additional requests made by the Planning Commission. He stated the request for a transit oriented zone made last year by the Councilmembers is a lengthy amendment and suggested that staff add future requested items to an agenda for discussion before preparing the Municipal Code amendments.

Councilmember Burnham expressed concern that the Planning Commission has the ability to stall or block items that are a priority to the City Council when Planning Commission priorities differ.

Discussion ensued regarding Planning Commission roles and responsibilities, potential conflicts, joint efforts, and processes.

Mayor Westmoreland stated he would confer with Mr. Mumford and Mr. Cook regarding formalizing the process for Councilmembers to place items under review.

Councilmember Clark requested to know the status regarding her request for a formal discussion about the City appointment and hiring process for department heads.

Mr. Cook said he has been working on her request and it will be included at the next meeting.

Councilmember Curtis clarified he did not intend to chastise the Planning Commission. He appreciates their efforts and only meant to imply that direction from the elected officials should be given priority.

Mayor Westmoreland requested that staff recommend an official process for Councilmember requests at the next meeting.

15. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Love

Councilmember Love said she will meet with the Planning Commissioners whose terms are expiring to determine if they desire to continue to serve. The Youth Council meeting was rescheduled; however, she was able to meet with the Youth Councilmembers individually.

Councilmember Curtis

None.

Councilmember Clark
Councilmember Clark commended the Eagle Mountain Be Ready emergency preparedness group volunteers and reminded residents that a Ham radio exam will be held on Saturday, November 7, 2020, from 10:00 a.m. to 2:00 p.m. at City Hall. To register, email dbecar@charter.net. Unified Fire Authority taught an Avoid, Deny, Defend active attacker defense class via live stream that is still available, and Boy Scout troops participated in a Stop the Bleed class.

Councilmember Gray
None.

Councilmember Burnham
Councilmember Burnham stated the Veterans Board will meet on October 21, 2020.

16. COMMUNICATION ITEMS

16.A. Financial Report

16.B. Upcoming Agenda Items

17. ADJOURNMENT

MOTION: ***Councilmember Gray moved to adjourn the meeting at 9:36 p.m. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.***

The meeting was adjourned at 9:36 p.m.

Approved by the City Council on November 17, 2020.

_____
Fionnuala B. Kofoed, MMC
City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	PUBLIC HEARING - La Petite Grooming Salon Business License Appeal
ITEM TYPE:	Appeal
FISCAL IMPACT:	
APPLICANT:	La Petite Grooming Salon / Emma Izzat

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Agricultural/Rural Density One	Residential	5.251 Acres	Cedar Pass Ranch

PUBLIC HEARING:
Yes

PREPARED BY:
Fionnuala Kofoed, Recorder's Office

PRESENTED BY:
City Recorder Fionnuala Kofoed

RECOMMENDATION:
The City Council may approve the appeal to the home business license, for the reasons set for in the staff report and in the meeting, along with conditions of approval.

A denial of the appeal must be based on findings of facts indicating how the request does not comply with specific sections of Municipal Code. If the City Council denies the appeal, the applicant may appeal the decision to the district court within thirty days of the announced decision.

A motion to table may be made with specific directions to give an applicant time to fully comply with Municipal Code requirements.

BACKGROUND:
Eagle Mountain City issued a home business license to La Petite Grooming Salon in April 2015. The approval permitted a maximum of four dogs on the property at one time, no more than twelve clients per hour with a maximum of 24 per day, and two on-premise employees.

The City received the first anonymous complaint in August 2016 regarding the general condition of the property, the smell, and number of animals on the property and in the salon. An inspection of the property found the business to be in compliance with the conditions of the home business approval and the case was closed.

Later in December 2018, the City received the first initial complaint from a neighbor that lives adjacent to the Izatt's property. The complaint indicated that La Petite was illegally boarding dogs and that they hadn't obtained a building permit for the building they were using for grooming. The complaint also stated that there was continuous dog barking, that employees weren't observing traffic rules, and that 80 to 100 cars were driving to and from the business on a daily basis.

The City followed up on the complaint and observed that there were 13 dogs on the premises and that the grooming salon had been built without the required building permit. The City addressed the issues with the owners and advised them to bring the business into compliance and obtain the necessary building permit.

Later communication from the adjacent property owner indicated that things had improved, but there were still several concerns regarding the number of dogs on the property and how waste from the business was being disposed of. According to Mike Izatt, all of the waste generated by the business was removed regularly from the property.

In January 2019, the Izatts communicated that their business had grown and they were interested in acquiring a conditional use permit to allow them to do overnight boarding. They were also interested in getting approval to have more than four dogs on the property at one time. With the expansion of their business, they proposed the following improvements:

- Adding a sound proof barrier around the rear and side exterior of the building.
- Moving parking for family and staff to the rear of the building.

The application for a conditional use permit was placed on hold as the City was in the process of amending Municipal Code for pet sitting, which would not require a conditional use permit. The City continued to work with the Izatts as they were actively pursing the necessary improvements to the building and the complaints has subsided.

A site visit to the salon in October 2019 determined that wastewater from floor drains, dog washing stations, and sinks from the facility

was being improperly discharged into the wash. The County Health Department inspected the property and a notice of violation was issued by the Utah County Attorney's Office.

Since the City supports local business and is interested in promoting economic development, the initial consensus between staff and City administration was that the City work to find a resolution to keep La Petite operating, while maintaining and protecting the residential characteristics of the community.

Further interactions, complaints, and inspections of the facility showed that the business was continually operating outside of what is conducive to the residential neighborhood. Staff met with the Izatts on several occasions and expressed concerns regarding the capacity at which the business was operating. The main complaint was the noise and that if that issue was not resolved, it would jeopardize the home business license. Staff recommended that the business operate within the parameters of Municipal Code, or that given the success of the business and how much it had grown, the business should be moved to a commercial location. The owners stated that relocating the business to a commercial site was not an option, as they could not absorb that cost.

La Petite Grooming Salon is well recognized and supported in the community and should be commended for the success of the business they have built and the service they provide to residents. However, with the escalated complaints of noise and increased traffic to the neighborhood, it is apparent that the current operation is not secondary to the primary residential use of the property, as required by Eagle Mountain Municipal Code, Section 17.65, and is adversely impacting surrounding residents.

Following the Planning Commission hearing, City staff inspected the building and all required improvements had been completed.

ITEMS FOR CONSIDERATION:
Staff recommends the City Council consider the following items:

- The applicant failed to file a timely renewal
- Nuisance complaints, of noise and excessive traffic, from the Cedar Pass Homeowners Association and surrounding

residents

- The home business is operating outside of the conditions of approval that limit the number of dogs to four. Several site visits revealed 30-50 dogs on the premises.
- Dogs have been boarded overnight and during the day without the necessary pet sitting permit.
- Number of offside employees. It should be noted that in the course of working with the applicants to bring the business into compliance, the Administration approved the increase of additional offsite employees to two.
- The sound barrier that was proposed by the applicant was not constructed.

REQUIRED FINDINGS:

This public hearing is being administered under Eagle Mountain Municipal Code, Section 17.65 Home Businesses.

Section 17.65.030 Business License Required

All persons within the limits of Eagle Mountain City who engage in, carry on, or operate a business from a residence shall obtain the appropriate business license from the city, unless exempted through state or federal laws. Personal services rendered at home by an employee for his or her employer under any contract of personal employment do not constitute a home business. Home businesses shall be a permitted use in the residential zone if found to be in compliance with all criteria enumerated in this chapter. The license official, or designee, may approve a home business license with conditions to ensure compatibility between the proposed business and the residential use of the property or adjacent properties.

17.65.050 Approval Process

Home business licenses shall be approved by the license official, or designee. Any petition for a minor exception from the standards listed in EMMC 17.65.060(A) through (F) may be approved administratively at the discretion of the license official if the exception does not adversely impact surrounding residents or affect the residential characteristics of the neighborhood, or significantly increase traffic or the demand on utilities. Any other petition for an exception from the standards in this chapter requires approval by the planning commission before the license may be issued or renewed. In addition, any home business currently in operation that constitutes a

nuisance may also be required to go before the planning commission for continued use of the license and operation of the business. If the planning commission denies the continued use of the license, the license shall not be renewed.

17.65.060 Generally Applicable Standards for all Home Businesses

All home businesses shall be in compliance with the following criteria to ensure that the residential characteristics of neighborhoods are preserved and that utilities and infrastructure are not overburdened. Home businesses are to be clearly incidental and secondary to the residential use of the property. All home businesses are allowed as permitted uses, contingent on complying with the following requirements. Licenses may be reviewed periodically as needed and may be revoked if the approval requirements are violated. The approval criteria include:

A. Floor Area. A home business shall not occupy more than one-third of the total floor area of dwellings. Exceptions may be granted for day cares, preschools, and businesses that offer instruction classes.

B. Employees. Home businesses shall have no more than one on-premises employee who is not a member of the resident family or household.

C. Parking. Home businesses shall provide adequate parking (which may include both on-street and off-street parking) to be determined by the license official, or designee. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view. Home businesses located within residential developments with limited visitor parking (such as townhome or condominium areas) shall not be permitted to generate additional traffic which causes clients or customers to park.

D. Outdoor Storage. Outdoor storage associated with a home business shall be subject to the same performance standards governing other outdoor storage on residential lots.

E. Outdoor Activity. All home business activity, except passive

storage, shall be carried out within the home or an accessory building and shall not be observable by the general public or from the street in front of the residence, unless specifically approved in the home business license for such activities as outdoor play time for preschools or day care centers. Garage doors shall remain closed while business activity is conducted therein.

F. Hours of Operation. Home businesses that receive customers, clients, or students shall operate only between 7:00 a.m. and 9:00 p.m. Approval for such hours may be rescinded by the license official, or designee, if the operation of the business at such hours constitutes a nuisance.

G. Hazardous Materials. No home business shall use hazardous materials or generate hazardous wastes that increase the danger of fire or cause fumes or odors that may constitute a nuisance or pose a danger to neighboring residents. Home businesses are subject to inspection for compliance with the International Fire Code.

H. Noise and Light. All home businesses shall comply with Eagle Mountain Municipal Code Chapter 8.15, Noise. Home businesses are prohibited from generating or projecting light that is objectionable or potentially harmful to other residents.

I. Exterior Appearance. No home business shall alter the exterior of the home to differ from the residential use of colors, materials, construction or lighting. The property from which a home business is conducted must be in full compliance with all other city laws, codes and ordinances.

J. Retail Sales. Home businesses are not to be established solely for the sale of merchandise (except for greenhouses or Internet- and mail-order-based home businesses). Service-related home businesses may conduct incidental retail sales; provided, that the sales do not increase traffic.

K. Traffic Generation. Traffic generation for home businesses shall not exceed 12 clients per hour and 24 per day.

L. Multiple Home Business Licenses. More than one home

business license may be issued for a residence; provided, that the home businesses or the accumulative effects of the home businesses do not violate the approval criteria.

M. Building Codes. Fire inspections are required for day care providers, preschools, hair salons and other home businesses that the fire chief determines present elevated potential health and safety concerns. In these cases, the home business shall be conducted in areas of a home where the building department has issued a permit and performed the building inspections. All home businesses shall comply with the standards and requirements of the International Building Code or the International Residential Code and any requirements the chief building official and/or fire chief deem necessary to protect the health, safety, and welfare of the public.

N. Long-Term Storage. Long-term storage shall be permitted as a conditional use in agriculture and base density residential developments under the following circumstances:

1. Minimum lot size: two acres.

2. All storage units must be within a legal permitted enclosed structure that maintains the aesthetic qualities of the primary use of the property and the surrounding area.

3. Use must remain secondary to primary residential use of property.

4. The Community Development Director or his/her designee may limit hours of operation and/or total number of clients if necessary to protect the character of the neighborhood.

Please see attachment for violations and citations issued in relation to La Petite Grooming Salon.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission reviewed the La Petite Business License application at its October 13, 2020 meeting. The approved a ninety-

day business license with the following conditions:

1. No more than eight dogs are allowed on the premise at a time;
2. Boarding and daycare services are prohibited;
3. The building permit shall be resolved within ten business days; and
4. Any violation of these requirements will result in the immediate revocation of the business license.

ATTACHMENTS:

List of Citations, Notices of Violation, and Inspections
Timeline of City Interactions with La Petite Grooming Salon
Business License Application

Citations, Notices of Violations, and Compliance Inspections

8/30/2016 Code Enforcement responded to resident complaint. Only three dogs were on the premises and the building was clean and well kept.

10/11/2016 Utah County Sheriff's Office (UCSO) issued warning for dogs at large.

12/05/2018 Code Enforcement site visit; issued violation warning for excessive barking, boarding dogs, the number of dogs on the property, and no building permit on file for an accessory structure.

12/10/2018 Code Enforcement site visit; issued violation notice for excessive barking, boarding dogs, the number of dogs on the property, and no building permit on file for an accessory structure.

01/02/2019 Code Enforcement site visit; issued violation warning regarding the number of animals, the number of employees, feces and urine on the premises, and excessive barking.

01/03/2019 Code Enforcement site visit; issued violation warning regarding excessive number of dogs, boarding of dogs, barking, and feces and urine outside in front of the grooming building.

01/09/2019 Code Enforcement site visit; issued violation warning regarding number of employees, number of dogs on the premises, boarding dogs, and excessive barking.

01/24/2019 Code Enforcement site visit; issued violation warning regarding number of dogs, number of employees, boarding, and barking.

01/24/2019 UCSO issued verbal warning for barking dogs and kennel violations.

01/25/2019 UCSO issued citation for barking dogs and kennel violations. **DISMISSED.**

02/25/2019 UCSO issued citation for barking dogs. **DISMISSED.**

04/24/2019 UCSO issued citation for barking dogs. **DISMISSED.**

05/03/2019 UCSO responded to noise complaint. No citation issued.

06/23/2019 UCSO responded to noise complaint. No citation issued.

07/22/2019 Code Enforcement site visit; issued violation warning regarding number of dogs on site and the number of employees.

10/23/2019 Code Enforcement responded to complaint that La Petite was rinsing animal feces and urine into the natural wash; issued violation warning regarding no septic system in place for the business.

10/29/2019 Utah County Attorney issued violation for illegal wastewater disposal. *Septic system was installed and approved for use by the Utah County Health Department on 7/30/2020.*

12/11/2019 UCSO responded to noise complaint. No citation issued.

01/02/2020 Code Enforcement site visit; issued warning for number of dogs and excessive barking.

06/02/2020 UCSO issued citation for barking dogs. **DISMISSED.**

07/20/2020 Cedar Pass Ranch Board of Trustees sent notice to the City of La Petite Grooming Salon violations.

9/1/2020 Code Enforcement issued a cease and desist order for operating without a license.

Timeline of City Interactions with La Petite Grooming Salon

April 2015	Business License Issued. Maximum of 4 dogs allowed on property.
August 2016	Code Enforcement responded to complaint regarding odor, number of animals, and the general conditions of the business. Only three dogs were on the premises and the building was clean and well kept.
December 2018	Code Enforcement responded to noise complaint and issued violation notices for excessive barking, boarding dogs, and the number of dogs on the property. City found that no building permit was issued for the business structure; La Petite applied for a Building Permit.
January 2019	Code Enforcement issued violation notices regarding the number of animals, the number of employees, feces and urine on the premises, and excessive barking. UCSO responded twice to noise complaints; issued a verbal warning and a citation for excessive noise and odor. The citation was dismissed. La Petite stated they will request approval for 8 dogs, will add a sound barrier, and will move employee/family parking to the rear of the building.
February 2019	La Petite submitted engineering plans to the Building Department. Multiple noise complaints were received. The City issued violation warnings and the UCSO issued a citation for barking dogs. The citation was dismissed. La Petite committed to stop boarding, cut grooming hours, and install a sound barrier.
March 2019	La Petite failed building inspection.
April 2019	City Received noise complaints. The City issued violation warnings and the UCSO issued a citation for barking dogs. The citation was dismissed.
May 2019	UCSO responded to noise complaint. No citation was issued. City Council approved changes to EMMC 6.05 Animal Control.
June 2019	UCSO and Code Enforcement continued to respond to noise complaints. No citations were issued.
July 2019	Code Enforcement issued violation notice for the number of dogs on site and the number of employees. La Petite was told to submit corrections to engineering plans by 8/2/2019 and receive final inspection approval by 8/31/2019.
September 2019	La Petite failed multiple building inspections. Most recent failed re-final inspection was September 26, 2019.

October 2019 Code Enforcement responded to complaint that La Petite was rinsing animal feces and urine into the natural wash and found that the building did not have a septic system. Utah County Attorney issued violation for illegal wastewater disposal. La Petite applied for a short-term pet sitting license.

December 2019 La Petite continued working with the Utah County Health Department for approval on the septic system. Code Enforcement continued to receive noise complaints and worked with La Petite on resolutions.

January 2020 Code Enforcement continued to work with La Petite regarding noise and the number of dogs onsite.

June 2020 UCSO issued citation for barking dogs. The citation was dismissed.

July 2020 Utah County Health Department approved the use of the septic system at La Petite. City received notice from the Cedar Pass Ranch Board of Trustees regarding La Petite code violations.

August 2020 City notified La Petite that they did not have a business license and to contact the Recorder's Office.

September 2020 City issued a cease and desist order for operating without a license. La Petite applied for a business license for dog grooming. The application noted the business would groom 12-24 dogs a day, no more than two at a time, and the business would employ three people, including the owner. City notified La Petite that the business license application has been referred to the Planning Commission and the business is not licensed for operation.

October 2020 The Planning Commission approved a 90-day business license with the following conditions: 1. No more than eight dogs are allowed on the premise at a time; 2. Boarding and daycare services are prohibited; 3. The building permit shall be resolved within ten business days; and 4. Any violation of these requirements will result in the immediate revocation of the business license. La Petite obtained approval of the building permit within the ten-day time frame.

EAGLE MOUNTAIN

BUSINESS LICENSE APPLICATION

(801) 789-6634 • 1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005 •

OFFICE USE ONLY		UPDATED 02/2012
Application Received By:	Date: 9/8/2020	License #:
Amount Paid: 25.00	Receipt #:	☐ Cash ☐ Check ☒ Credit/Debit Card

SECTION I: BUSINESS & APPLICANT INFORMATION

Applicant Name: MIKE ZATT

Applicant Phone Number:

Business Name: LA PETITE GROOMING

(If the "Business Name" is other than EXACTLY the "Applicant Name" the business must be registered with the Department of Commerce and have both an "ENTITY #" & "RENEW BY DATE", see page 1 of the "Business License Application, paragraph #1, for more information)

Business Phone Number: 801-836-0665

This number will be published.

Business Address: 2510 E CEDAR DR. EAGLE MTN, UT, 84005

Fax Number:

Mailing Address:

Email Address: LAPETITEGROOMINGSALON@GMAIL.COM

Sales Tax Number:

Business Category:
☒ Services ☐ Dining ☐ Health & Medical ☐ Education ☐ Shopping ☐ Other _____

Web Address:

Department of Commerce Business Registration Number (AKA Entity #): SEE ATTACHED

"Renew by date":

☒ Home-Based Business ☐ Commercial Business

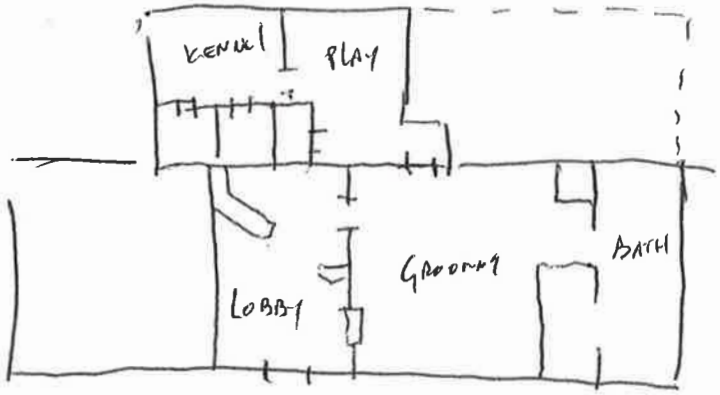
State Registration:
☐ Sole-Proprietor ☐ Corporation ☒ LLC ☐ LP ☐ LLP

SECTION II: DESCRIBE BUSINESS

DOG GROOMING

SECTION III: FLOOR PLAN / SITE PLAN

Home business license applicants: use the space below to draw your home floor plan where the office will be located, label the level of the house, (i.e. main floor, basement), the rooms and exits. Commercial business applications must include a site plan.



SECTION IV: ANSWER THE FOLLOWING QUESTIONS

1. What are the hours of operation? 9-6
2. Current number of employees including yourself: 3 *Estimated* future number of employees: _____
3. Will your business involve door to door sales? NO
4. Will you or anyone employed by you be working with minors? NO If yes, a background check is required for each employee or person(s) working with minors.
5. Will your business generate light, noise, or odors? YES
6. Is it necessary to have clients come to your home? YES. If yes, how many clients do you anticipate in a week? _____ day? 12-24 / 2-3 AM Max at a single time? 2
7. If applicable, will any equipment be stored at your home? NO If yes, this product must be stored in the home or garage or completely screened from view of neighbors and street. How will you meet this requirement? _____
8. If applicable, what is the total square footage of your home? 6,700 square footage occupied by business? 2,400
9. Will your home office / business be located in the basement? NO - SHOP

   If yes, was the basement or room in the basement completed with a building permit? _____ (see page 1 of the "Business License Application, paragraph #4, for more information).
10. Will your business create increased traffic demands? NO

SECTION V: SUPPORTING MATERIALS

1. **Fire Extinguishers.** Evidence of a number 5 class 2A 10BC fire extinguisher or the proper extinguisher required by the current Fire Code.
2. **Traffic Plans.** Home Business that will increase the traffic level in a neighborhood will be required to submit a reduced (11" x 17") traffic plan.
3. **Site Plan.** If applicable, a site plan of the business location.
4. **Professional License.** If applicable, a copy of a professional license. The Recorder's Office will inform you if your application requires a professional license.
5. **Background Check.** A background check is required when any business or employee thereof is dealing with minors. The applicant and any employee dealing with minors shall provide an "Authorization for a Background Check" form; a member of the Recorder's Office can get this form for you. The applicant is responsible to pay a $7.00 fee, required by the current consolidated fee schedule, for a background check.
6. **Fee.** The processing fee of $25.00 for a home office only, $75.00 for a home office requiring inspections, or $75.00 for a commercial business.

SECTION VI: VERIFICATION OF ACCURACY – ACKNOWLEDGEMENT OF RESPONSIBILITY

I, the undersigned, having authority to do so in behalf of the business applying hereon, do hereby agree to the condition of this application to conduct business in complete accordance with Eagle Mountain City ordinances and all County, State, and Federal regulations governing operation of such business. I acknowledge that *this is not a business license*, but is an application for such; operating without a license may result in penalty fees. Approval or denial of this application is based on accurate, complete information provided and reviews/inspection performed, as required.

Signature of Authorized Business Agent/Owner: _____ Date: 9/8/20

SECTION VII: ACKNOWLEDGEMENT OF PUBLIC INFORMATION

I, the undersigned, do hereby acknowledge that the information contained in this application is public information.

Signature of Authorized Business Agent/Owner: _____ Date: 9/8/20

HOME BUSINESS PERFORMANCE STANDARDS CHECKLIST

- **17.65.060 A. Floor Area.** A Home Business shall not occupy more than (1/3) of the total floor area of dwellings. Exception may be granted for daycares, preschools, and businesses that offer instruction classes.
- **17.65.060 B. Employees.** Home Businesses shall have no more than one (1) on-premise employee who is not a member of the resident family or household.
- **17.65.060 C. Parking.** Home Businesses shall provide adequate parking (which may include both on-street and off-street parking) to be determined by the Planning Director, License Official, designee, or Planning Commission. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view.
- **17.65.060 D. Outdoor Storage.** Outdoor storage associated with a Home Business shall be subject to the same performance standards governing other outdoor storage on residential lots.
- **17.65.060 E. Outdoor Activity.** All Home Business activity, except passive storage, shall be carried out within the home or an accessory building and shall not be observable by the general public or from the street in front of the residence, unless specifically approved in the Home Business license for such activities as outdoor play time for preschools or daycare centers. Garage doors shall remain closed while business activity is conducted therein.
- **17.65.060 F. Hours of Operation.** Home Businesses that receive customers, clients, or students shall operate only between 7:00 a.m. and 9:00 p.m.
- **17.65.060 G. Hazardous Materials.** No Home Business shall use hazardous materials or generate hazardous wastes that increase the danger of fire or cause fumes or odors that may constitute a nuisance or pose a danger to neighboring residents. Home Businesses are subject to inspection for compliance with the International Fire Code.
- **17.65.060 H. Noise and Light.** All Home Businesses shall comply with the City's noise ordinance. Home Businesses are prohibited from generating or projecting light that is objectionable or potentially harmful to other residents.
- **17.65.060 I. Exterior Appearance.** No Home Business shall alter the exterior of the home to differ from the residential use of colors, materials, construction or lighting. The property from which a Home Business is constructed must be in full compliance with all other City laws, codes and ordinances.
- **17.65.060 J. Retail Sales.** Home Businesses are not to be established solely for the sale of merchandise (except for greenhouses or internet- and mail order-based Home Businesses). Service-related Home Businesses may conduct incidental retail sales provided that the sales do not increase traffic.
- **17.65.060 K. Traffic Generation.** Traffic generation for Home Businesses shall not exceed twelve (12) clients per hour and twenty-four (24) per day.
- **17.65.060 L. Multiple Home Business Licenses.** More than one home business license may be issued for a residence; provided, that the home businesses or the accumulative effects of the home businesses do not violate the approval criteria.
- **17.65.060 M. Building Codes.** Building inspections are required for Day Care providers, preschools, hair salons and other Home Businesses that the Building Official determines present elevated potential health and safety concerns. In these cases the Home Business shall be conducted in areas of a home where the Building Department has issued a permit and performed the building inspections. All Home Businesses shall comply with the standards and requirements of the International Building Code and any requirements the Chief Building Official and/or Fire Chief deem necessary to protect the health, safety, and welfare of the public.
- **17.65.070 Prohibited Home Businesses.** Automobile-related businesses such as auto repair, body, and painting; retail or wholesale sales that are not incidental to the Home Business (except for point of sale that is not conducted at the home); engine repair; metal fabrication or assembly shops, sexually oriented businesses and health care businesses (not including massage therapists, chiropractors, psychiatrists, or orthodontists).

I have read the above Home Business standards from Chapter 17.65 of the Municipal Code, and I understand and will comply with the Home Business Chapter. Any violation(s) of this ordinance can result in the revoking of my Home Business License.

Applicant's Printed Name: Mike Izatt

Applicant's Signature: [signature]

Date: 9/8/20

Unified Fire Authority

Fire Prevention Bureau

HOME BUSINESS - SELF FIRE INSPECTION

This form is to be completed by the business owner. All of the information contained in this report is considered applicable unless otherwise specified. For questions - Contact the UFA Area Fire Marshal at 801-824-3719

Business Name: LA PETITE Grooming Salon

Business Address: 950 E CEDAR DR

Business Owner: Mike Watt

Phone Number: 801-836-0665

Check the most applicable answer to all questions:

	REQUIREMENTS	WHAT TO INSPECT	COMPLIANCE
1.	**Address**	**Address numbers shall be a minimum of 4" in height and visible from street.**	YES ⊘ NO ○
2.	**Exits/ Hallways**	**Exit doors shall be operable and remain clear and free of obstructions: (Boxes, storage, deliveries, etc.)**	YES ⊘ NO ○
3.	**Fire Extinguishers**	**One 5lb Commercial, "2A10BC" rated, "serviceable-type" (metal head and neck) extinguisher required. Mount in a readily accessible area of the home. Extinguisher is required to have an annual inspection and must be tagged by a certified service technician.**	YES ⊘ NO ○
4.	**Storage**	**Maintain 36" clearance around all electrical panels, furnace, water heater or any fuel-fired appliances.**	YES ⊘ NO ○
5.	**Hazardous Materials**	**Use or storage of flammable or combustible liquids in large quantities? Use or storage of hazardous materials? (If answer to either of these questions is yes - a fire department inspection shall be required. Contact the area fire marshal)**	YES ○ NO ⊘
6.	**Electrical**	**Extension cords cannot be used in place of permanent wiring. Small electrical appliances should be plugged into surge protectors. Open slots in an electrical panel shall have approved cover placed in open slot. All receptacles and switches shall have approved covers installed.**	YES ⊘ NO ○
7.	**Smoke Detectors / CO Detector**	**At least one smoke detector is required on each level of the home. One CO detector or combination smoke / CO detector is required. Test monthly and replace batteries as needed.**	YES ⊘ NO ○
8.	**Space Heaters**	**Shall be UL Listed and kept clear off all combustibles.**	YES ⊘ NO ○

I hereby certify that the information is true and correct to the best of my knowledge.

Business Owner Mike Watt (Print Name) Signature [signature] 9/8/20 (Date)

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning a Portion of Land on Campus Drive to Commercial Community.
ITEM TYPE:	Rezone
FISCAL IMPACT:	
APPLICANT:	Darren Gillespie (Eagle Mountain Counseling)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	N/A	0.81 acres	The Ranches

PUBLIC HEARING:
Yes

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend the City Council make a motion to approve the applications for a commercial site plan and rezone to Commercial Community, for the reasons set forth in the staff report and in the meeting, with the following condition:

1. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K)).

BACKGROUND:
The applicant is seeking to build a professional office building on about 0.81 acres of undeveloped land on the south side of Campus Drive (3714 E Campus Drive). The site plan includes the details for an about 8,000 square foot building at the rear of the property with 41 parking spaces (two of which to be ADA-accessible). The property backs onto a golf course; the plans include screening along the back property line to protect the property from stray golf balls.

The subject property is part of The Ranches and was identified for commercial use through the master development plan and agreement. That agreement has since expired and the vested rights no longer carry. The City has been evaluating rezoning commercial properties in The Ranches to the current commercial zone code in order to

secure those development rights. At present, staff has recommended that this property be rezoned to Commercial Community. This application includes a rezone request to Commercial Community, in line with staff's recommendation. The property is also identified in the General Plan's Future Land Use Map with a Community Commercial land use designation.

ITEMS FOR CONSIDERATION:

REZONE REQUEST

The application includes a request to rezone the property to Commercial Community (CC). The General Plan's Future Land Use Map gives the property the Community Commercial land use designation. The CC zone is an appropriate zone for that particular land use designation.

ACCESS (EMMC 17.100.050(C))

The site plan includes access to the property from E Campus Drive utilizing an existing curb cut. This access is about 25 feet in width which does not exceed the 40-foot maximum allowed. Additionally, access is provided through the parking lot to the property to the east.

MECHANICAL EQUIPMENT (EMMC 17.100.060(A))

Although not noted in the plans, the mechanical equipment must be screened or located in a way so that its not visible from a roadway.

BUILDING LIGHTING (EMMC 17.100.060(C))

The exterior lighting is fully-shielded and the photometric plan demonstrates that the light does not extend beyond the property.

TRASH ENCLOSURE (EMMC 17.100.060(D))

The trash enclosure includes a solid wall of about 6 feet in height with a stone veneer to match the building. It is located at the rear of the property to the northeast of the proposed building.

EXTERIOR MATERIALS (EMMC 17.100.060(E))

The building facade includes brown/tan cement fiber board (vertical

siding) and a light grey stone veneer for the base and entry areas. The primary roof is proposed with dark asphalt shingles while the roof at the entries, dormers, and top ridge line is proposed as a brown metal standing seam roof.

ARCHITECTURAL STANDARDS (EMMC 17.72.040)
City code recommends that commercial buildings should be similar in style to adjacent buildings. The plans reviewed by the Planning Commission call for similar materials, but in a different color palette to the adjacent buildings which are primarily red/brown/tan. Each face of the building includes horizontal articulation to emphasize entry points to the building. Vertical articulation is achieved through the mix of facade materials. The architectural plans also include the required architectural details for commercial buildings including decorative trim/moldings, decorative doors and windows, and decorative roof treatment. Revised colored elevations have been provided that include small dormers on the building front and back to break up the expanse of roof as well as an updated color scheme (original elevations are also provided in the report for comparison).

PARKING LOT LIGHTING (EMMC 17.100.060(G))
The plans call for pole-mounted lighting using a decorative/historic design. The pole, base, and light fixture mimic the existing parking lot lighting used on the adjoining lot to the northeast (Direct Communications).

BUILDING ORIENTATION & PARKING LOCATION (EMMC 17.72.030(A) & (B))
The proposed building is sited at the rear of the property with the parking lot at the front. City code states that "[b]uildings should be located at or near the minimum front setback line... Parking should be located to the side or rear of the commercial building." The property directly to the west has its building sited at the rear of the lot with the parking lot at the front. The applicant would prefer the siting as demonstrated in the submitted plans as the location will help to improve safety of pedestrians and vehicles on the property from stray golf balls from the adjacent golf course.

PROPERTY SAFETY
Due to the property's proximity to the golf course, the plans call for netting along the eastern side of the property similar in style and size to the netting used on the adjacent commercial property to the east. The outdoor patio space at the rear of the building also includes decorative stretched fabric overhead for additional protection.

REQUIRED FINDINGS:
Rezone approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a rezone request can be found in EMMC 17.90.060.

Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100.080.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on October 13, 2020, to review the applications.

The Planning Commission unanimously voted to recommend approval of the rezone request to Commercial Community.

The Planning Commission unanimously voted to recommend approval of the site plan with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color (EMMC 17.72.040(A) & (G))
2. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K))
3. That the applicant work with the staff to address compliance regarding:
    a. Roof design (EMMC 17.72.040(C))
    a. Building articulation (EMMC 17.72.040(D))
    b. Architectural detailing elements (EMMC 17.72.040(E))

ATTACHMENTS:

ORD--C Jay Properties Rezone

Rezone Exhibits

ORDINANCE NO. O-____-2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING A PORTION OF LAND ON CAMPUS DRIVE TO COMMERCIAL COMMUNITY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to rezone a portion of land on Campus Drive to Commercial Community, as set forth more specifically on Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the rezoning a portion of land on Campus Drive to Commercial Community, as set forth on Exhibit A.

2. The lands depicted and described on Exhibit A are hereby rezoned to the uses as set forth more specifically on Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

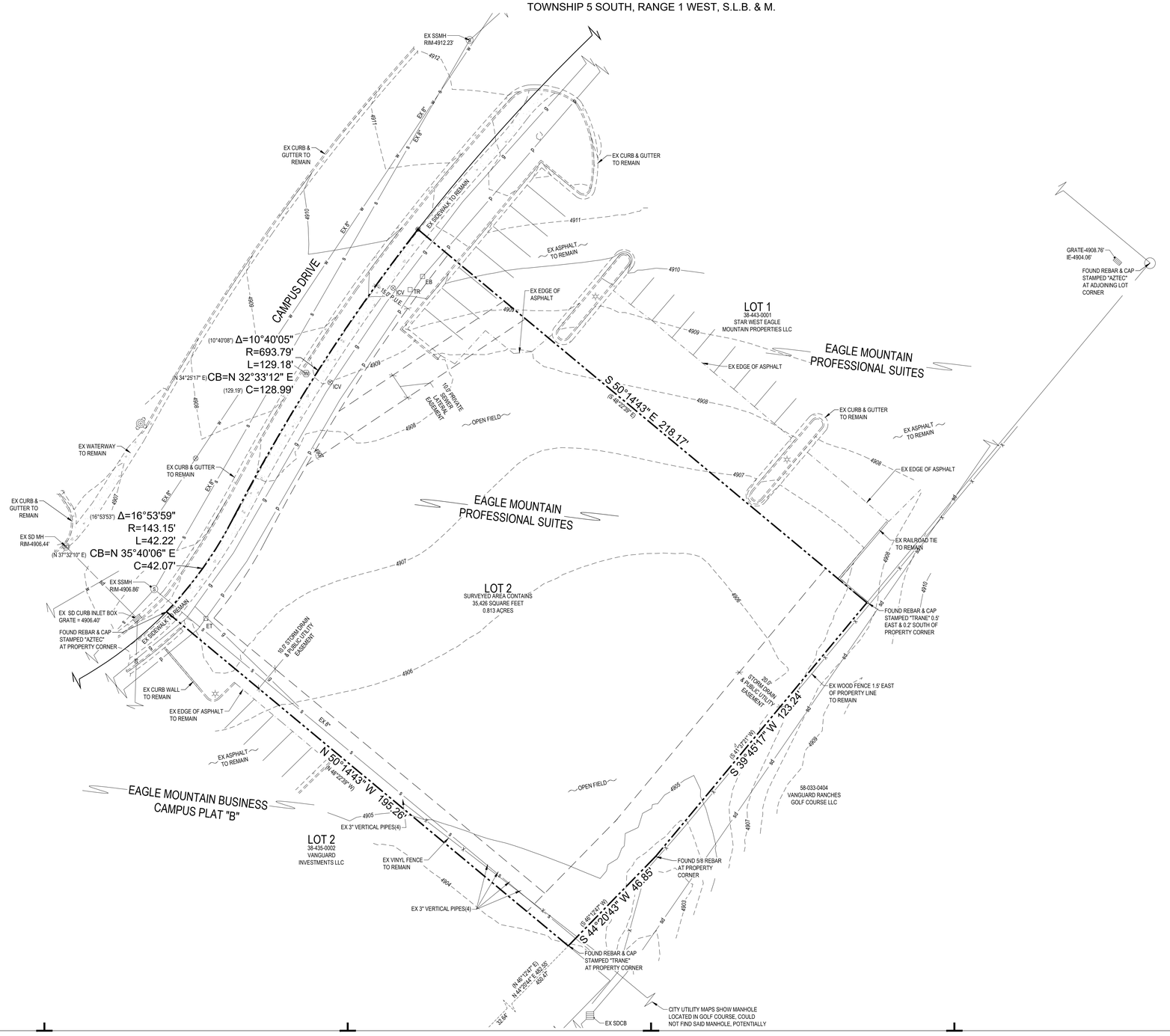
Posted to City bulletin boards on _____by_____.

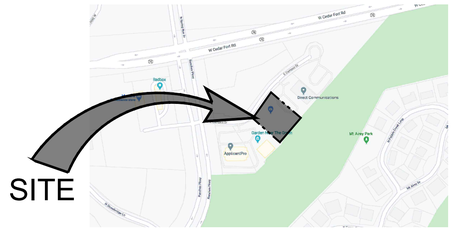
Exhibit A

C. JAY PROPOERTIES BUILDING

REZONING EXHIBIT - EXISTING CONDITIONS

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH
LOCATED IN THE SW 1/4 OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L.B. & M.





VICINITY MAP
SCALE: N.T.S.

LEGAL DESCRIPTION

COMMENCING NORTH 395.94 FEET AND WEST 289.11 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 56°56'02" WEST 33.3 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 60°24'26" WEST 140.45 FEET; RADIUS=275 FEET) ARC LENGTH=142.02 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH 57°31'04" WEST 288.59 FEET, RADIUS=475 FEET) ARC LENGTH=293.22 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 46°06'25" WEST 66.44 FEET, RADIUS = 304 FEET) ARC LENGTH = 66.57 FEET; THENCE NORTH 08°43'19" WEST 82.71 FEET; THENCE SOUTH 87°02'05" EAST 563.17 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: SOUTH 17°38'28" WEST 358.04 FEET, RADIUS = 397 FEET) ARC LENGTH = 371.44 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM:

BEGINNING AT A POINT WHICH IS NORTH 482.52 FEET AND WEST 435.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;

RUNNING THENCE ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT 3.60 FEET (CURVE HAS A CENTRAL ANGLE OF 00°45'01" AND A CHORD THAT BEARS NORTH 74°49'39" WEST 3.60 FEET); THENCE ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT OF 293.23 FEET (CURVE HAS A CENTRAL ANGLE OF 35°22'11" AND A CHORD THAT BEARS NORTH 57°31'04" WEST 288.59 FEET); THENCE ALONG THE ARC OF A 304 FOOT RADIUS CURVE TO THE LEFT 66.64 FEET (CURVE HAS A CENTRAL ANGLE OF 12°33'34" AND A CHORD THAT BEARS NORTH 46°06'45" WEST 66.50 FEET); THENCE NORTH 08°43'19" WEST 82.68 FEET; THENCE SOUTH 87°02'05" EAST 348.13 FEET; THENCE SOUTH 02°42'23" WEST 87.34 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 38.53 FEET (CURVE HAS A CENTRAL ANGLE OF 08°49'53" AND A CHORD THAT BEARS SOUTH 07°07'19" WEST 38.50 FEET); THENCE SOUTH 11°32'16" WEST 111.40 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 9.73 FEET (CURVE HAS A CENTRAL ANGLE OF 05°34'29" AND A CHORD THAT BEARS SOUTH 14°19'30" WEST 9.73 FEET); THENCE SOUTH 17°06'45" WEST 22.74 FEET TO THE POINT OF BEGINNING.

DEVELOPER & CLIENT INFO

DEVELOPER: INTERIOR DEVELOPMENT, INC
CONTACT: KURT DEHARD
8283 SOUTH 4300 WEST
WEST JORDAN, UTAH 84088
PHONE: 801-432-7895
EMAIL: KURT.IDI@GMAIL.COM

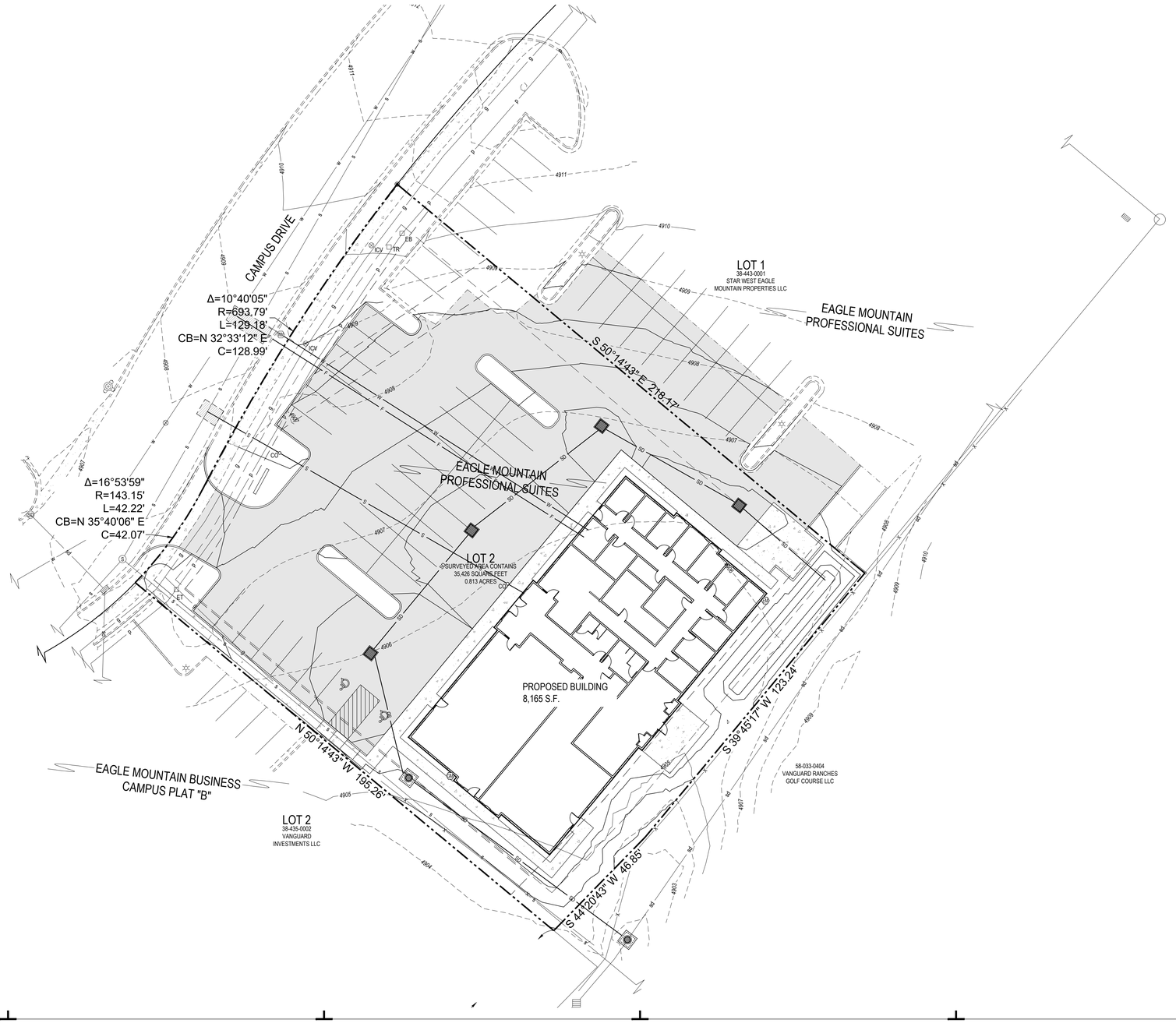
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C. JAY PROPOERTIES BUILDING

REZONING EXHIBIT - PLANNED CONDITIONS

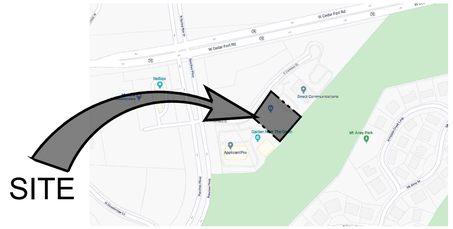
3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH
LOCATED IN THE SW 1/4 OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L.B. & M.



NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'



VICINITY MAP
SCALE: N.T.S.

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PROPOSED USE

THE PROPOSED USE FOR THE SUBJECT PROPERTY WITH THIS SUBMITTAL IS TO BUILD A PROFESSIONAL OFFICE BUILDING THAT WILL HOUSE A DENTAL PRACTICE AND POSSIBLY OTHER SMALL PROFESSIONAL OFFICE TYPE BUSINESSES AS WELL ALONG WITH A PARKING LOT ADJACENT TO THAT BUILDING TO SERVE IT. THIS PROPOSED USE WOULD BE VERY SIMILAR TO THE CURRENT USE OF THE ADJACENT LOTS TO THE SUBJECT PROPERTY WHICH CURRENTLY HAVE PROFESSIONAL OFFICE TYPE BUILDINGS AND PARKING LOTS TO SERVE THEM. ADJACENT TO THE NORTHEAST IS EAGLE MOUNTAIN PROFESSIONAL SUITES AND ADJACENT TO THE SOUTHWEST IS EAGLE MOUNTAIN BUSINESS CAMPUS PLAT B.

GENERAL DESCRIPTION

THE PROPOSED PROFESSIONAL OFFICE BUILDING AS SHOWN WOULD HAVE A FOOTPRING OF 8,165 SQUARE FEET, PAVED PARKING LOT OF 17,575 SQUARE FEET AND 9,686 SQUARE FEET LANDSCAPING AROUND THE PARKING LOT AND BUILDING SITTING ON A LOT THAT IS 35,426 SQUARE FEET. THE SUBJECT LOT IS CURRENTLY ONE THAT IS REQUIRED TO GO THROUGH THE CITY REZONING PROCESS. THE CURRENT ZONING FOR THIS LOT HAS EXPIRED AND THE PROPOSED ZONE IS COMMERCIAL COMMUNITY (CC).

DEVELOPER & CLIENT INFO

DEVELOPER: INTERIOR DEVELOPMENT, INC
CONTACT: KURT DEHARD
8283 SOUTH 4300 WEST
WEST JORDAN, UTAH 84088
PHONE: 801-432-7895
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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	MOTION - C Jay Properties Building Site Plan
ITEM TYPE:	Site Plan
FISCAL IMPACT:	
APPLICANT:	Darren Gillespie (Eagle Mountain Counseling)

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	N/A	0.81 acres	The Ranches

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend the City Council make a motion to approve the site plan, for the reasons set forth in the staff report and in the meeting, with the following condition:

1. The mechanical equipment shall be located or screened in a way that it is not viewable from a street (EMMC 17.72.040(K)).

BACKGROUND:
The applicant is seeking to build a professional office building on about 0.81 acres of undeveloped land on the south side of E Campus Drive (3714 E Campus Drive). The site plan includes the details for an about 8,000 square foot building at the rear of the property with 41 parking spaces (two of which to be ADA-accessible). The property backs onto a golf course; the plans include screening along the back property line to protect the property from stray golf balls.

ITEMS FOR CONSIDERATION:
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The site plan includes access to the property from E Campus Drive utilizing an existing curb cut. This access is about 25 feet in width which does not exceed the 40-foot maximum allowed. Additionally, access is provided through the parking lot to the property to the east.

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REQUIRED FINDINGS:
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PLANNING COMMISSION ACTION/RECOMMENDATION:
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The Planning Commission unanimously voted to recommend approval of the site plan with the following conditions:

1. The building elevations shall be modified to better relate the building with adjacent commercial buildings in color (EMMC 17.72.040(A) & (G))
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ATTACHMENTS:

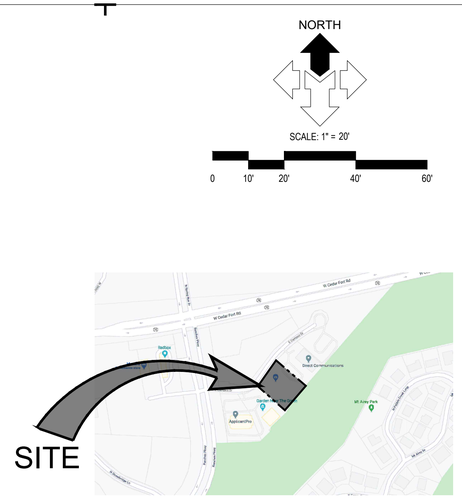
Site and Construction Plans
Building Location Option Review
Colored Elevations (original)
Colored Elevations (revised)
Colored Renderings
Floor Plan
Landscape Plan
Photometric Plan
Property Screening
Parking Lot Light Spec
Building Exterior Lighting Spec

C. JAY PROPOERTIES BUILDING

CONSTRUCTION PLANS

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH
LOCATED IN THE SW 1/4 OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L.B. & M.





VICINITY MAP
SCALE: N.T.S.

DRAWING INDEX

SHEET	DESCRIPTION
C0.00	CIVIL COVER SHEET
C0.01	GENERAL NOTES, LEGEND AND ABBREVIATIONS
C1.01	HORIZONTAL CONTROL PLAN
C2.01	GRADING AND DRAINAGE PLAN
C3.01	EROSION CONTROL PLAN
C4.01	SITE UTILITY PLAN
C5.01	MISCELLANEOUS SITE DETAILS
C5.02	MISCELLANEOUS ADA DETAILS
C5.03	MISCELLANEOUS GRADING DETAILS

ALL WORK AND MATERIALS FOR WATER MUST CONFORM TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER MUST CONFORM TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS MUST CONFORM TO APWA STANDARDS AND SPECIFICATIONS

DEVELOPER & CLIENT INFO

DEVELOPER: INTERIOR DEVELOPMENT, INC
CONTACT: KURT DEHARD
8283 SOUTH 4300 WEST
WEST JORDAN, UTAH 84088
PHONE: 801-432-7895
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GENERAL NOTES

1.1 COMPLIANCE

1. ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING: INTERNATIONAL BUILDING CODE (IBC), THE INTERNATIONAL PLUMBING CODE, STATE DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, ADA ACCESSIBILITY GUIDELINES.
3. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

1.2 PERMITTING AND INSPECTIONS

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
3. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE, CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

1.3 COORDINATION & VERIFICATION

1. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
2. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
3. CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO: LANDSCAPE PLANS, SITE ELECTRICAL SITE LIGHTING PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S), MECHANICAL PLANS FOR LOCATION OF SERVICES TO THE BUILDING(S), INCLUDING FIRE PROTECTION, ARCHITECTURAL SITE PLAN FOR DIMENSIONS, ACCESSIBLE ROUTES, ETC., NOT SHOWN ON CIVIL PLANS.
4. CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

1.4 SAFETY AND PROTECTION

1. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION,
2. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
3. CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.
4. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
5. CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
7. CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
8. CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
9. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
10. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
11. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
12. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
13. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
14. THE CONTRACTOR SHALL TAKE REASONABLE MEASURE TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

1.5 MATERIALS

1. SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 + OR - 1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. -SEE SPECIFICATION
   A. SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
   B. CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED (1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
   C. UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
   D. UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) SUBGRADE.
   E. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
   F. ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT (SEE SPECIFICATION).
2. ASPHALTIC CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 8" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE. -SEE SPECIFICATIONS, AND DETAIL 'D1' SHEET C5.01
   A. ASPHALT COMPACTION SHALL BE A MINIMUM 96% (MARSHALL DESIGN).
   B. SURFACE COARSE SHALL BE ½ " MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
   C. AC PAVEMENT TO BE A ¼" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
   D. THICKNESSES OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

1.6 GRADING / SOILS

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
3. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.
4. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
5. SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
6. ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

GENERAL NOTES: CONTINUED

1.7 UTILITIES

1. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
3. CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWEST POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
4. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD, PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
5. CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
6. SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
7. STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
8. ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
9. ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
10. NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR OTHER AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
11. ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

1.8 SURVEY CONTROL

1. CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
3. CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

1.9 AMERICAN DISABILITIES ACT

1. PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
   *ROUTES SHALL HAVE A 2.08% (1:48) MAXIMUM CROSS SLOPE.
   *ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
   *RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.
2. ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.08% (1:48) MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
3. THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

LEGEND

NEW	EXISTING	
		MONUMENT LINE
		CENTER LINE
		SUBJECT PROPERTY LINE
		ADJACENT PROPERTY LINE
		EASEMENT LINE
		DITCH FLOWLINE
X	X	FENCE LINE
ATMS	atms	ATMS CABLE
TV	tv	CABLE TV LINE
C	c	COMMUNICATIONS LINE
FO	fo	FIBER-OPTIC CABLE
F	f	FIRE LINE
IRR	irr	IRRIGATION LINE
G	g	NATURAL GAS LINE
OHC	ohc	OVERHEAD COMMUNICATIONS
OHP	ohp	OVERHEAD POWER LINE
OHT	oht	OVERHEAD TELEPHONE LINE
OHTV	ohtv	OVERHEAD TELEVISION LINE
P	p	POWER LINE
P/C	p/c	POWER/COMMUNICATIONS LINE
P/T	p/t	POWER/TELEPHONE LINE
P/T/C	p/t/c	POWER/TELE/COMM LINE
RD	rd	ROOF DRAIN LINE
SW	sw	SECONDARY WATER LINE
S	s	SANITARY SEWER LINE
ST	st	STEAM LINE
SD	sd	STORM DRAIN LINE
T	t	TELEPHONE LINE
T/C	t/c	TELEPHONE/COMM LINE
UD	ud	UNDERDRAIN
UGC	ugc	UNDERGROUND COMMUNICATIONS
UGP	ugp	UNDERGROUND POWER LINE
UGT	ugt	UNDERGROUND TELEPHONE LINE
UGTV	ugtv	UNDERGROUND TELEVISION
W	w	WATER LINE
72	4572	CONTOUR LINE
		CURB & GUTTER (STD)
		CURB & GUTTER (OUTFALL)

NEW	EXISTING	
		SECTION CORNER (FOUND)
		SECTION CORNER (NOT FOUND)
		STREET MONUMENT
		BRASS CAP MONUMENT
		POWER POLE
		UTILITY POLE
GUY	GUY	GUY ANCHOR
TRANS	TRANS	POWER TRANSFORMER
		TRAFFIC SIGNAL CABINET
		LIGHT POLE
TR	TR	TELEPHONE RISER
		TELEPHONE MANHOLE
		TRAFFIC SIGNAL BOX
		WATER MANHOLE
		WATER VALVE
WM	WM	WATER METER
		FIRE HYDRANT
		SANITARY SEWER MANHOLE
SSCO	SSCO	SANITARY SEWER CLEANOUT
SD	SD	STORM DRAIN MANHOLE
		STORM DRAIN CURB INLET
		STORM DRAIN CATCH BASIN
SD	SD	STORM DRAIN CLEANOUT
		STORM DRAIN COMBO BOX
MB	MB	MAILBOX
		SIGN
		FLOW DIRECTION
44.00 TOC	44.00 EX TOC	SPOT ELEVATION
		CONIFEROUS TREE
		DECIDUOUS TREE

ABBREVIATIONS

AC	ACRE	DIP	DUCTILE IRON PIPE	GM	GAS METER	PCC	POINT OF COMPOUND CURVE
ADA	AMERICANS WITH DISABILITIES ACT	DTREE	DECIDUOUS TREE	GMH	GAS MANHOLE	PI	POINT OF INTERSECTION
ATMS	ADVANCED TRAFFIC MGMT. SYSTEM	DYL	DOUBLE YELLOW LINE	GUY	GUY WIRE	PM	PARKING METER
B&C	BAR & CAP	E	EAST	GV	GAS VALVE	PP	POWER POLE
BC	BUILDING CORNER	EB	ELECTRIC BOX	HDPE	HIGH DENSITY POLYETHYLENE	PRC	POINT OF REVERSE CURVE
BFG	BOTTOM FINISH GRADE	EGL	ENERGY GRADE LINE	HG	HEADGATE	PRK	PARKING STRIPE
BLUE	BLUE STAKED ELECTRIC	ELEV	ELEVATION	HGL	HYDRAULIC GRADE LINE	POC	POINT OF CONNECTION
BLUFO	BLUE STAKED FIBER OPTIC	EM	ELECTRIC METER	HP	HIGH POINT	PT	POINT OF TANGENCY
BLUG	BLUE STAKED NATURAL GAS	EMH	ELECTRIC MANHOLE	HW	HEADWALL or HIGH WATER	PWR	POWER
BLUIRR	BLUE STAKED IRRIGATION	EOA	EDGE OF ASPHALT	HWY	HIGHWAY	PVC	POLYVINYL CHLORIDE PIPE
BLUSD	BLUE STAKED STORM DRAIN	EOC	EDGE OF CONCRETE	ICO	IRRIGATION CLEANOUT	R	RANGE
BLUSS	BLUE STAKED SANITARY SEWER	EOG	EDGE OF GRAVEL	ICV	IRRIGATION CONTROL VALVE	RCP	REINFORCED CONCRETE PIPE
BLUT	BLUE STAKED TELEPHONE	EOL	EDGE OF LAWN	IE	INVERT ELEVATION	RD	ROOF DRAIN
BLUW	BLUE STAKED WATER	EX or EXIST	EXISTING	IRR	IRRIGATION	REV	REVISION
BM	BENCHMARK	F	FIRE	LF	LINEAR FEET	ROW	RIGHT-OF-WAY
BOF	BOTTOM OF FOOTING	FC	FOUNDATION CORNER	LIP	LIP OF GUTTER	RR	RAILROAD
BOB	BOTTOM OF BOX	FD	FOUND or FOUNDATION DRAIN	LP	LOW POINT or LIGHT POLE	S	SOUTH
BOL	BOLLARD	FDC	FIRE DEPT. CONNECTION	MAX	MAXIMUM	SAD	SEE ARCHITECTURAL DRAWINGS
BOT	BOTTOM	FDMN	FOUND MONUMENT	MIN	MINIMUM	SD	STORM DRAIN
BOV	BLOW-OFF VALVE	FDSC	FOUND SECTION CORNER	MON	MONUMENT	SDCB	STORM DRAIN CATCH BASIN
BOW	BACK OF WALK	FFE	FINISHED FLOOR ELEVATION	MP	METAL PIPE	SDCO	STORM DRAIN CLEOUNOUT BOX
BW	FINISH GRADE AT BOTTOM OF WALL	FG	FINISHED GRADE	MW	MONITORING WELL	SDMH	STORM DRAIN MANHOLE
℄	CENTERLINE	FH	FIRE HYDRANT	N	NORTH	SEC	SECTION
CATV	CABLE TELEVISION	FL	FLOW LINE	NG	NATURAL GROUND	SPECS	SPECIFICATIONS
CBR	CONCRETE BARRIER	FNC	FENCE	NGRET	NG AT RETAINING WALL	SLB&M	SALT LAKE BASE & MERIDIAN
CC	CURB CUT	FNCCL	CHAIN LINK FENCE	NR	NAIL & RIBBON	SQ	SQUARE
COL	COLUMN	FNCIRN	IRON FENCE	NW	NAIL & WASHER	SQFT	SQUARE FEET
COMM	COMMUNICATIONS	FNCVYL	VINYL FENCE	NTS	NOT TO SCALE	SQYD	SQUARE YARD
CONC	CONCRETE	FNCWD	WOOD FENCE	OG	ORIGINAL GROUND	SS	SANITARY SEWER
CONST	CONSTRUCTION	FNCWR	WIRE FENCE	OH	OVERHANG	SSCO	SANITARY SEWER CLEANOUT
CMP	CORRUGATED METAL PIPE	FO	FIBER OPTIC	OHC	OVERHEAD COMMUNICATIONS	SSMH	SANITARY SEWER MANHOLE
CP	CONTROL POINT	FOW	FRONT OF WALK	OHP	OVERHEAD POWER	ST	STEAM
CTREE	CONIFEROUS TREE	FT	FEET	OHT	OVERHEAD TELEPHONE	STA	STATION
CUFT	CUBIC FOOT	G	NATURAL GAS	OHTV	OVERHEAD TELEVISION	STD	STANDARD
CUYD	CUBIC YARD	GAR	GARAGE	℄	PROPERTY LINE	STM	STORM
DEL	DELINEATOR	GB	GRADE BREAK	PB	POWER BOX	SYL	SOLID YELLOW LINE
DIA or Ø	DIAMETER	GL	GROUND LIGHT	PC	POINT OF CURVATURE	SWL	SOLID WHITE LINE

T	TOWNSHIP		
TBC	TOP BACK OF CURB		
TELE	TELEPHONE		
TFC	TOP FACE OF CURB		
TFG	TOP FINISH GRADE		
TL	TREE LINE		
TMH	TELEPHONE MANHOLE		
TOA	TOP OF ASPHALT		
TOC	TOP OF CONCRETE		
TOF	TOP OF FOOTING		
TOG	TOP OF GRATE		
TOE	TOE OF SLOPE		
TOP	TOP OF SLOPE or TOP OF PIPE		
TOW	TOP OF WALL		
TR	TELEPHONE RISER		
TV	TELEVISION		
TW	FINISH GRADE AT TOP OF WALL		
TRANS	TRANSFORMER		
TSP	TRAFFIC SIGNAL POLE		
TSB	TRAFFIC SIGNAL BOX		
UD	UNDERDRAIN		
UGC	UNDERGROUND COMMUNICATIONS		
UGP	UNDERGROUND POWER		
UGT	UNDERGROUND TELEPHONE		
UGTV	UNDERGROUND TELEVISION		
U.N.O.	UNLESS NOTED OTHERWISE		
UP	UTILITY POLE		
VCP	VITRIFIED CLAY PIPE		
VP	VERTICAL PIPE		
W	WEST or WATER		
WM	WATER METER		
WMH	WATER MANHOLE		
WS	WATER SURFACE		
WTR	WATER		
WV	WATER VALVE		
WW	WATERWAY		

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Structural Engineering • Land Surveying & HDS

C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: DJC
CHECKED BY: RJP
DATE: 09-29-2020

GENERAL NOTES, LEGEND AND ABBREVIATIONS

C0.01

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NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

DESCRIPTION	AREA	%
HARDSCAPE	17,575 SQFT	50%
LANDSCAPE	9,686 SQFT	27%
BUILDINGS	8,165 SQFT	23%
TOTAL	35,426 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
2. ASPHALT T-PATCH, PER APWA PLAN NO. 255.
3. CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
4. CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
5. CONCRETE OPEN DRIVE APPROACH, PER APWA PLAN NO. 225.
6. CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
7. INTEGRAL WALK AND CURB. SEE DETAIL 'C3', SHEET C5.01.
8. ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL AND APWA PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
9. ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
10. VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
11. PAINTED ADA SYMBOL. SEE DETAIL 'D5', SHEET C5.01.
12. 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
13. 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
14. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
15. PROPOSED NEW BUILDING, SEE ARCHITECTUAL PLANS.
16. MONUMENT SIGN. SEE ELECTRICAL PLAN FOR POWER CONNECTION AND WIRING.

◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 1:48 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

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C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	DJC
CHECKED BY:	RJP
DATE:	09-29-2020

HORIZONTAL CONTROL PLAN

C1.01

Blue Stakes of UTAH811 Bluestakes.org

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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STORM RUNOFF CALCULATION SHEET	Title :	Eagle Mountain Dental
	Scope :	Site Drainage Design
		Detention Facilities
Project No. 20513	Engineer : RJP	Check: RJP
	Authority : Eagle Mtn	Rev. No.: 0

McNeil Engineering
8610 S. Sandy Pkwy, Sandy, UT

Design Philosophy:
The storm water runoff from the project site will sheet flow across the pavement and be collected in catch basins and detained on-site by means of surface ponding and storage in the boxes and pipes. Storm water will outlet through an orifice as sized below, then be discharged into a city pipe system. Per City City of Eagle Mountain storm water will be discharged at a rate of 0.2 cfs / acre.

Area Identification	(A)		Runoff Coefficient (C)		(C*A)
Hardscape	17,575 sf	(0.40 ac)	0.85	=	14,851 sf
Roof Area	8,165 sf	(0.19 ac)	0.90	=	7,308 sf
Landscaped	9,686 sf	(0.22 ac)	0.12	=	1,114 sf
Total	35,426 sf	(0.81 ac)	0.66 (ave)		23,272 sf

Allowable Discharge Rate = 0.20 cfs/ac

100-Year, 24-Hour Storm: Allowable Peak Discharge = 0.16 cfs

Time (min)	Rate (in/hr)	Rainfall (Inches)	Q in (cfs)	Add'l Q in (cfs)	Total Q in (cfs)	Q out (cfs)	Storage (cf)
5	6.00	0.5	3.23	0.00	3.23	0.16	921
10	4.56	0.76	2.46	0.00	2.46	0.16	1,376
15	3.72	0.93	2.00	0.00	2.00	0.16	1,657
30	2.50	1.25	1.35	0.00	1.35	0.16	2,131
60	1.47	1.47	0.79	0.00	0.79	0.16	**2,265**
120	0.83	1.65	0.44	0.00	0.44	0.16	2,029
180	0.57	1.72	0.31	0.00	0.31	0.16	1,579
360	0.30	1.80	0.16	0.00	0.16	0.16	0
720	0.17	2.01	0.09	0.00	0.09	0.09	0
1440	0.09	2.09	0.05	0.00	0.05	0.05	0

Storm Pipe Detention Provided:

Pipe Size	Length (LF)	Unit Storage (CF/LF)	Storage
6 in. Pipe	0	0.196	0 cf
12 in. Pipe	0	0.785	0 cf
18 in. Pipe	245	1.767	433 cf
24 in. Pipe	0	3.142	0 cf
Total Pipe Storage			**433 cf**

Storm Structure Detention Provided:

Amount	Box Length	Box Width	Av. Depth	Storage
0				0 cf
4	4	4	4.00 ft	256 cf
Total Structure Storage				**256 cf**

Storage Provided:

Pond	Area(sf)	Depth (ft)	Volume (cu. ft.)
Hardscape ponding area	2750	0.25	344 cf
Detention Pond Area	625	2	1250 cf
Total Surface Storage			**1594 cf**

Total Detention Provided : **2,283 cf**
Total Detention Required : **2,265 cf**

Orifice Design:
The orifice is designed upon the following data:
Total acreage of development: 0.81 acres
Allowable discharge: 0.16 cfs (0.20 cfs/ac)
Max head (center orifice to hw): 4.49 ft
Diameter for new orifice: **1.7 inch**
Use 2.0 inch to avoid plugging

$$Q = C_d A \sqrt{2gh}$$

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT (IF AVAILABLE). THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS & SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS SHOWN ON SHEET C3.01 SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

ALL ELEVATIONS SHOWN AT TOP AND BOTTOM OF WALL(S), IF ANY, ARE ELEVATIONS AT FINISH GRADE, UNLESS OTHERWISE NOTED.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. GRADE SITE TO ELEVATIONS AND CONTOURS SHOWN ON PLAN.
2. STORM DRAIN CATCH BASIN WITH HEAVY DUTY BICYCLE SAFE GRATE.
3. STORM DRAIN CLEANOUT BOX.
4. 18" DIAMETER HDPE STORM DRAIN LINE. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING DETAIL.
5. 15" DIAMETER RCP STORM DRAIN LINE. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING DETAIL.
6. 4' x 4' OUTLET CONTROL STRUCTURE WITH ORIFICE AND OVERFLOW WEIR. SEE DETAIL 'A5', SHEET C5.01 AND DETENTION CALCULATIONS. HIGH WATER / OVERFLOW = 4905.75', ORIFICE SIZE = 2.0" Ø

COMMON GRADING ABBREVIATIONS:

SEE SHEET C0.01 FOR ADDITIONAL ABBREVIATIONS

- BFE	BASEMENT FLOOR ELEVATION
- BW	FINISH GRADE AT BOTTOM OF WALL
- EX or EXIST	EXISTING
- EOA	EDGE OF ASPHALT
- EOC	EDGE OF CONCRETE
- FFE	FINISH FLOOR ELEVATION
- FG	FINISH GRADE
- FL	FLOW LINE
- GB	GRADE BREAK
- HP	HIGH POINT
- LP	LOW POINT
- NG	NATURAL GROUND
- SDCB	STORM DRAIN CATCH BASIN
- SDCO	STORM DRAIN CLEANOUT BOX
- SDDB	STORM DRAIN DRAIN BASIN
- SDMH	STORM DRAIN MANHOLE
- TBC	TOP BACK OF CURB
- TOA	TOP OF ASPHALT
- TOC	TOP OF CONCRETE
- TOG	TOP OF GRATE
- TOW	TOP OF WALL
- TW	FINISH GRADE AT TOP OF WALL
- WW	WATERWAY

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NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

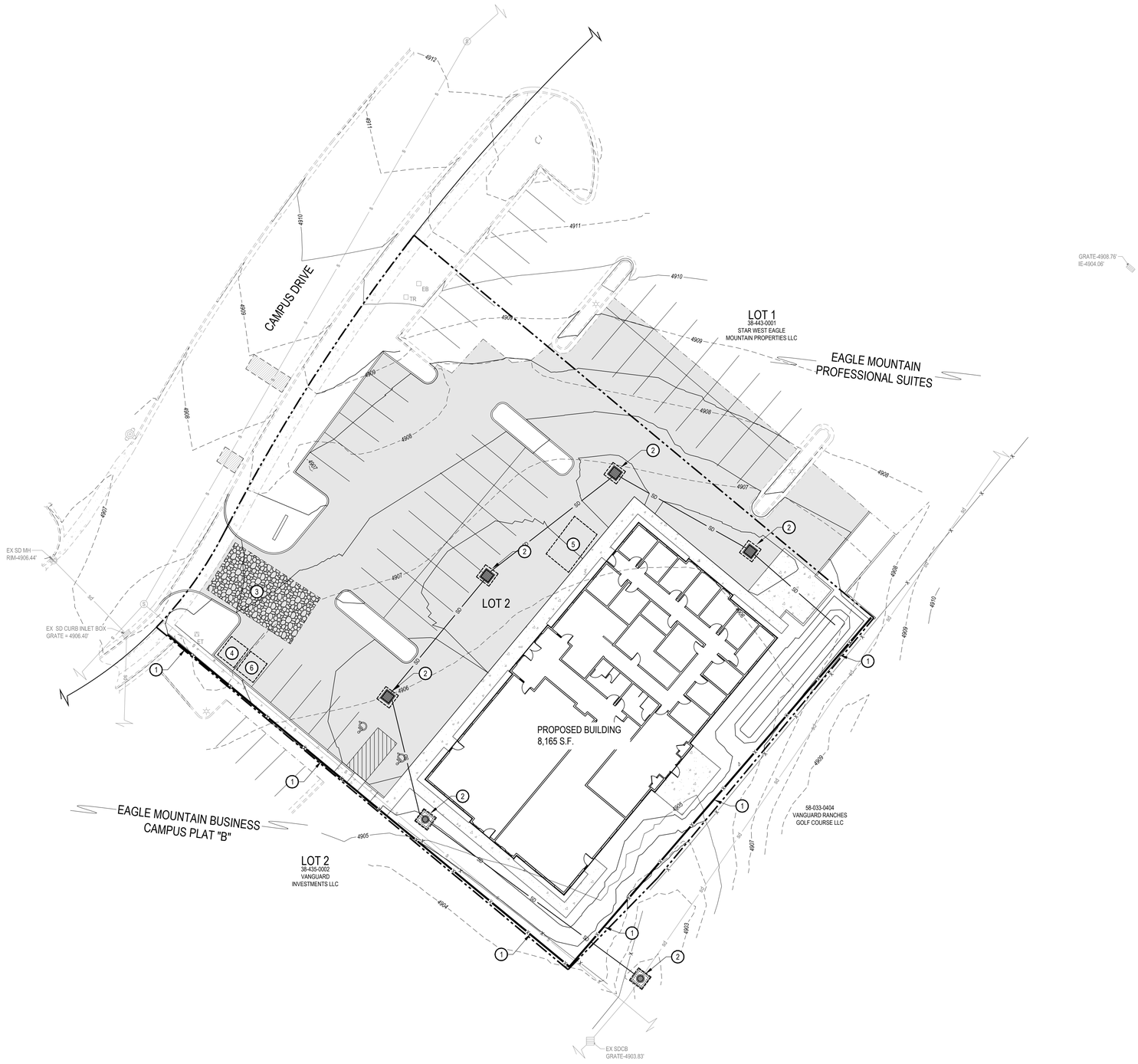
REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: DJC
CHECKED BY: RJP
DATE: 09-29-2020

GRADING AND DRAINAGE PLAN

C2.01

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NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS REFERRED TO ON THIS SHEET SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LOCAL AGENCY'S EROSION CONTROL STANDARDS AND SPECIFICATIONS AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE AGENCY HAVING JURISDICTION. ALSO INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS OF ALL EXISTING UTILITIES. IF CONFLICTS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.

THE CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL.

WHEN GRADING OPERATIONS HAVE BEEN COMPLETED AND THE DISTURBED GROUND SHALL BE LEFT "OPEN" FOR 30 DAYS OR MORE THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS OF THE AREA.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

MAINTENANCE:

THE OWNER'S REPRESENTATIVE SHALL MAKE ROUTINE CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIRS OR SEDIMENT REMOVAL IS NECESSARY. DUE TO CONDITIONS THAT MAY ARISE IN THE FIELD, ADDITIONAL CONTROL MAY BE DETERMINED TO BE NECESSARY.

SILT FENCE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT THE LEAST DAILY DURING PROLONGED RAINFALL.

CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCES, END RUNS, AND UNDERCUTTING BENEATH SILT FENCING.

NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF SILT FENCING SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. SILT FENCE AS SHOWN ON PLAN. SEE DETAIL 'C3', SHEET C5.02.
2. INLET PROTECTION AROUND EXISTING OR NEW STORM DRAIN CATCH BASINS OR CURB INLETS. SEE DETAIL 'A1', SHEET C5.02.
3. TEMPORARY CONSTRUCTION ENTRANCE. SEE DETAIL 'C1', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
4. CONCRETE WASHOUT AREA. CREATE A MIN. 10'X10' AREA WITH A 1' HIGH BERM. LINE AREA WITH PLASTIC. DISCARD WASTE IN DUMPSTER WHEN FULL AND LEGALLY DISPOSE OF. SEE DETAIL 'A5', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
5. CONSTRUCTION DUMPSTER. CHECK LEVEL DAILY, LEGALLY DISPOSE OF WASTE AS NEEDED. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.
6. PORTABLE CONSTRUCTION TOILET. TOILET TO BE PROPERLY SECURED TO PREVENT TIPPING. BUILD 6" BERM AROUND TOILET TO CONTAIN ANY SPILLS OR LEAKAGE. CHECK LEVEL DAILY, LEGALLY DISPOSE OF WASTE AS NEEDED. SEE DETAIL 'C5', SHEET C5.02. LOCATION SHOWN IS SUGGESTIVE. CONTRACTOR TO RELOCATE AS NEEDED.

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

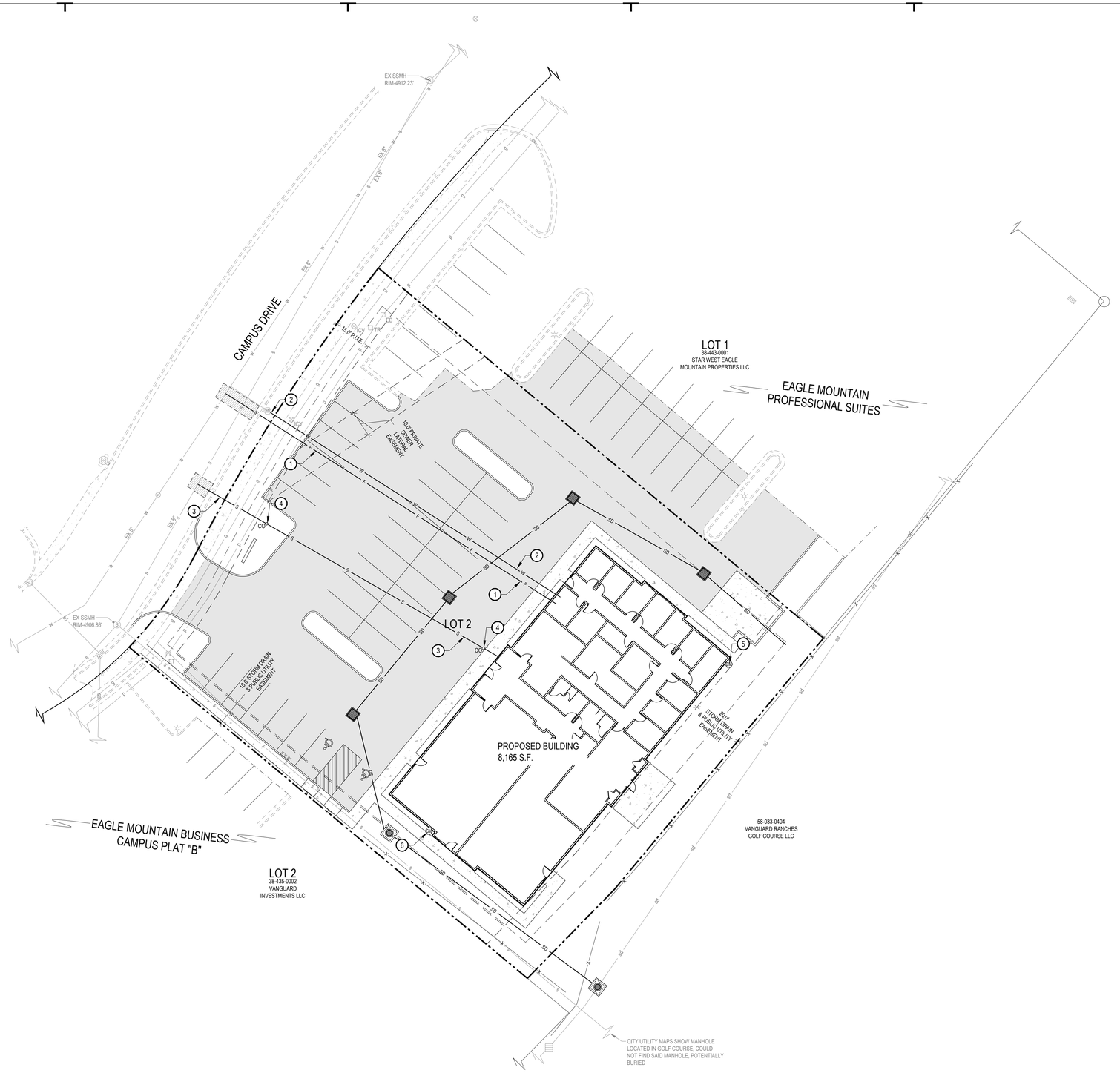
REV/	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	DJC
CHECKED BY:	RJP
DATE:	09-29-2020

EROSION CONTROL PLAN

C3.01

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NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

GENERAL NOTES:

CONTRACTOR IS TO COORDINATE ALL SITE UTILITIES WITH PLUMBING DRAWINGS.

ALL NEW WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS.

ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY SEWER LINES.

FOUR FEET OF COVER IS REQUIRED OVER ALL SEWER LINES.

MAINTAIN A MINIMUM OF 48 INCHES OF COVER ON ALL WATER LINES.

CONTRACTOR IS TO COORDINATE LOCATION AND DESIGN OF NEW COMMUNICATION / DATA FACILITIES TO BUILDING WITH UTILITY PROVIDER.

CONTRACTOR IS TO COORDINATE LOCATION AND DESIGN OF NEW NATURAL GAS FACILITIES TO BUILDING WITH DOMINION ENERGY AND MECHANICAL PLANS.

LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS TO VERIFY CONNECTION POINTS WITH EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO REMAIN.

UTILITY PROVIDERS:
- WATER: EAGLE MOUNTAIN CITY
- SEWER: EAGLE MOUNTAIN CITY
- NATURAL GAS: DOMINION ENERGY
- ELECTRICAL POWER: ROCKY MOUNTAIN POWER
- TELEPHONE: CENTURY LINK

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. 6" DIP CLASS 52 FIRE LINE WRAPPED IN AWWA APPROVED POLYETHYLENE ENCASEMENT (POLYWRAP), INCLUDING ALL FITTINGS AND THRUST BLOCKING. SEE DETAIL 'C4'; SHEET C5.03 FOR TRENCHING AND APWA PLAN NO. 561 FOR THRUST BLOCKING.
2. CONNECT EXISTING WATER SERVICE LINE AND METER THAT HAS BEEN STUBBED ONTO THE LOT TO THE PROPOSED NEW BUILDING.
3. 6" PVC SDR-35 SANITARY SEWER LATERAL, INCLUDING ALL FITTINGS. CLEANOUTS AT 100-FOOT MAXIMUM SPACING. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING. SEE APWA PLAN NO. 431 FOR CLEANOUTS.
4. SANITARY SEWER CLEANOUT, PER APWA PLAN NO. 431.
5. APPROXIMATE LOCATION OF NEW ELECTRICAL METER. CONTRACTOR TO COORDINATE SIZE, DESIGN AND INSTALLATION BY ROCKY MOUNTAIN POWER WITH OTHER CONSTRUCTION.
6. APPROXIMATE LOCATION OF NEW NATURAL GAS METER. CONTRACTOR TO COORDINATE SIZE, DESIGN AND INSTALLATION BY DOMINION ENERGY WITH OTHER CONSTRUCTION.

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NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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REVISIONS

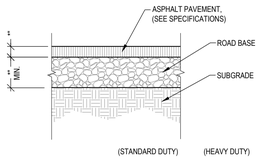
REV	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	DJC
CHECKED BY:	RJP
DATE:	09-29-2020

SITE UTILITY PLAN

C4.01

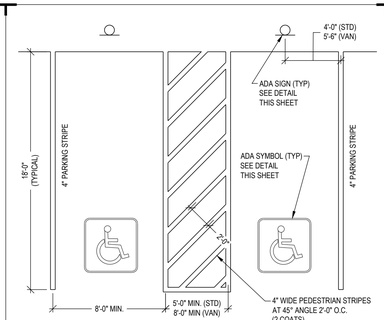
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	(STANDARD DUTY) PARKING AREAS	(HEAVY DUTY) ROADWAY AREAS
ASPHALT	3"	4"
BASE COURSE	8"	8"

NOTE:
REFER TO SOILS REPORT FOR PROJECT SECTION SOILS REPORT OVERIDES.

ASPHALTIC PAVEMENT SECTION D1
SCALE: N.T.S.



NOTE:
CROSS SLOPES WITHIN ADA PARKING STALLS AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48 SLOPE.

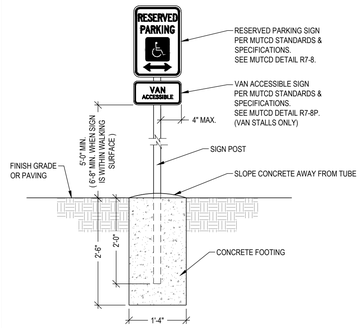
ADA PARKING DETAIL D4
SCALE: N.T.S.



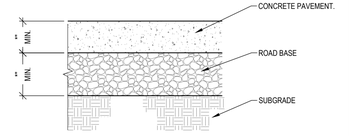
PAINTED EMBLEM
ON ASPHALT PAVING
TYP. AT ALL ADA
PARKING STALLS PER CITY
REQUIREMENTS. (2 COATS)

NOTE:
SEE SPECIFICATIONS FOR PAINT
TYPE AND COLOR. (2 COATS)

PAINTED ADA SYMBOL D5
SCALE: N.T.S.



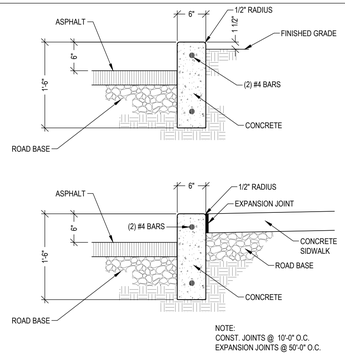
ADA PARKING SIGN D6
SCALE: N.T.S.



	STANDARD	HEAVY
CONCRETE	6"	"
ROAD BASE	4"	"

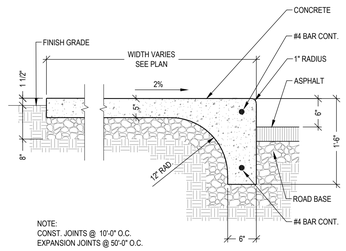
NOTE:
REFER TO SOILS REPORT FOR PROJECT SECTION SOILS REPORT OVERIDES.

CONCRETE PAVEMENT SECTION C1
SCALE: N.T.S.



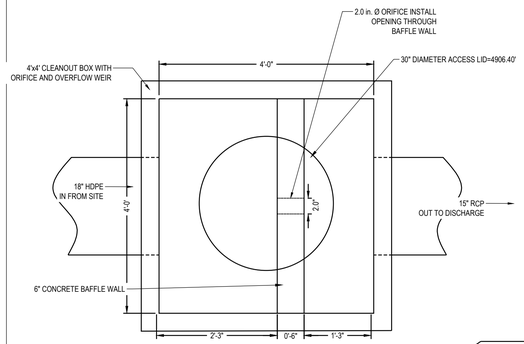
NOTE:
CONST. JOINTS @ 10'-0" O.C.
EXPANSION JOINTS @ 50'-0" O.C.

CURB WALL DETAIL C2
SCALE: N.T.S.

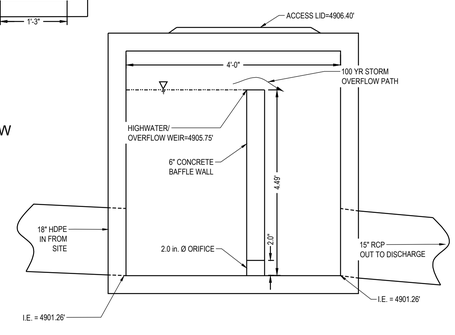


NOTE:
CONST. JOINTS @ 10'-0" O.C.
EXPANSION JOINTS @ 50'-0" O.C.

INTEGRAL WALK & CURB C3
SCALE: N.T.S.



PLAN VIEW



SECTION VIEW

OUTLET CONTROL STRUCTURE A5
SCALE: N.T.S.

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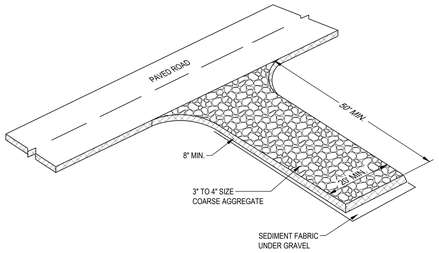
REVISIONS		
REV	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	DJC
CHECKED BY:	RJP
DATE:	09-29-2020

CIVIL DETAILS

C5.01

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DESCRIPTION:
A STABILIZED PAD OF CRUSHED STONE LOCATED WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES THE SITE FROM OR TO PAVED SURFACE.

APPLICATIONS:
AT ANY POINT OF INGRESS OR EGRESS AT A CONSTRUCTION SITE WHERE ADJACENT TRAVELED WAY IS PAVED. GENERALLY APPLIES TO SITES OVER 2 ACRES UNLESS SPECIAL CONDITIONS EXIST.

INSTALLATION/APPLICATION CRITERIA:
- CLEAR GRUB AREA AND GRAD TO PROVIDE MAXIMUM SLOPE OF 2%.
- COMPACT SUB GRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN FOR MORE THAN 3 MONTHS.
- PLACE COARSE AGGREGATE, 1 TO 2-1/2 INCHES IN SIZE, TO A MINIMUM DEPTH OF 8 INCHES.

LIMITATIONS:
- REQUIRES PERIODIC TOP DRESSING WITH ADDITIONAL STONES.
- SHOULD BE USED IN CONJUNCTION WITH STREET SWEEPING ON ADJACENT PUBLIC RIGHT-OF-WAY.

MAINTENANCE:
- INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.
- INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.
- REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.
- EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC AND PREVENT EROSION AT DRIVEWAYS.

STABILIZED CONSTRUCTION ENTRANCE C1

SCALE: N.T.S.

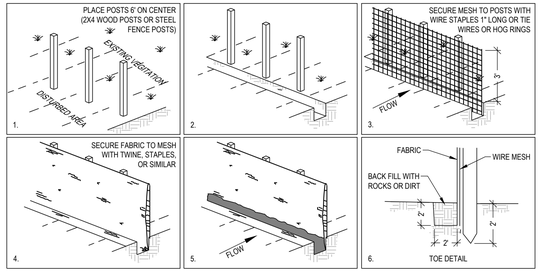
OBJECTIVES
- ※ HOUSEKEEPING PRACTICES
- □ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- ※ CONTROL SITE PERIMETER
- □ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- ■ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- □ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ■ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW



DESCRIPTION:
A TEMPORARY SEDIMENT BARRIER CONSISTING OF ENTRENCHED FILTER FABRIC STRETCHED ACROSS AND SECURED TO SUPPORTING POSTS.

APPLICATIONS:
- PERIMETER CONTROL: PLACER BARRIER AT DOWNGRADE LIMITS OF DISTURBANCE.
- SEDIMENT BARRIER: PLACE BARRIER AT TOE OF SLOPE OR SOIL STOCKPILE.
- PROTECTION OF EXISTING WATERWAYS: PLACE BARRIER AT TOP OF STREAM BANK
- INLET PROTECTION: PLACE FENCE SURROUNDING CATCH BASINS

INSTALLATION/APPLICATION CRITERIA:
- PLACE POSTS 6 FEET APART ON CENTER ALONG CONTOUR (OR USE PRE-ASSEMBLED UNIT) AND DRIVE 2 FEET MINIMUM INTO GROUND. EXCAVATE AN ANCHOR TRENCH IMMEDIATELY UPGRADIENT OF POSTS.
- SECURE WIRE MESH (14 GAGE MIN. WITH 6 INCH OPENINGS) TO UPSLOPE SIDE OF POSTS. ATTACH WITH HEAVY DUTY 1 INCH LONG WIRE STAPLES, TIE WIRES OR HOG RINGS.
- CUT FABRIC TO REQUIRED WIDTH, UNROLL ALONG LENGTH OF BARRIER AND DRAPE OVER BARRIER. SECURE FABRIC TO MESH WITH TWINE, STAPLES, OR SIMILAR, WITH TRAILING EDGE EXTENDING INTO ANCHOR TRENCH.
- BACKFILL OVER FILTER FABRIC TO ANCHOR.

LIMITATIONS:
- RECOMMENDED MAXIMUM DRAINAGE AREA OF 0.5 ACRE PER 100 FEET OF FENCE.
- RECOMMENDED MAXIMUM UPGRADIENT SLOPE LENGTH OF 150 FEET.
- RECOMMENDED MAXIMUM UPHILL GRADE OF 2:1 (50%).
- RECOMMENDED MAXIMUM FLOW RATE OF 0.5 CFS.
- PONDING SHOULD NOT BE ALLOWED BEHIND FENCE.

MAINTENANCE:
- INSPECT IMMEDIATELY AFTER ANY RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- LOOK FOR RUNOFF BYPASSING ENDS OF BARRIERS OR UNDERCUTTING BARRIERS.
- REPAIR OR REPLACE DAMAGED AREAS OF THE BARRIER AND REMOVE ACCUMULATED SEDIMENT.
- RANCHOR FENCE AS NECESSARY TO PREVENT SHORTCUTTING.
- REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES 1/2 THE HEIGHT OF THE FENCE.

SILT FENCE C3

SCALE: N.T.S.

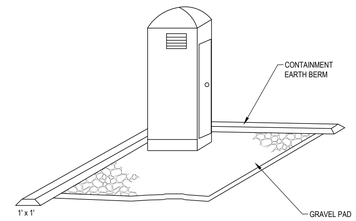
OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- □ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- ※ CONTROL SITE PERIMETER
- ※ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- ■ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- □ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ※ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW



DESCRIPTION:
TEMPORARY ON-SITE SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL.

APPLICATIONS:
- ALL SITES WITH NO PERMANENT SANITARY FACILITIES OR WHERE PERMANENT FACILITY IS TO FAR FROM ACTIVITIES.

INSTALLATION/APPLICATION CRITERIA:
- LOCATE PORTABLE TOILETS IN CONVENIENT LOCATIONS THROUGHOUT THE SITE.
- PREPARE LEVEL, GRAVEL SURFACE AND PROVIDE CLEAR ACCESS TO THE TOILETS FOR SERVICING AND FOR ON-SITE PERSONNEL.
- CONSTRUCT EARTH BERM PERIMETER (SEE EARTH BERM BARRIER INFORMATION SHEET), CONTROL FOR SPILL/PROTECTION LEAK.

LIMITATIONS:
- NO LIMITATIONS

MAINTENANCE:
- PORTABLE TOILETS SHOULD BE MAINTAINED IN GOOD WORKING ORDER BY LICENSED SERVICE WITH DAILY OBSERVATION FOR LEAK DETECTION.
- REGULAR WASTE COLLECTION SHOULD BE ARRANGED WITH LICENSED SERVICE.
- ALL WASTE SHOULD BE DEPOSITED IN SANITARY SEWER SYSTEM FOR TREATMENT WITH APPROPRIATE AGENCY APPROVAL.

PORTABLE TOILETS C5

SCALE: N.T.S.

OBJECTIVES
- ※ HOUSEKEEPING PRACTICES
- ※ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- □ CONTROL SITE PERIMETER
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- □ SEDIMENT
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- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- ■ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- ※ CAPITAL COSTS
- ※ O & M COSTS
- ※ MAINTENANCE
- □ TRAINING

■ HIGH ※ MEDIUM □ LOW

FILTERSOCK SPECIFICATION:

FILTREXX FILTERSOCK INSTALLATION AND MAINTENANCE

1.0 DESCRIPTION:
THIS WORK SHALL CONSIST OF FURNISHING, INSTALLING, MAINTAINING AND DISPERSING (IF NEEDED) A WATER PERMEABLE COMPOST FILTER SOCK (FILTREXX FILTERSOCK) TO CONTAIN SOIL EROSION AND SEDIMENT BY REMOVING SOIL PARTICLES FROM WATER MOVING OFF SITE INTO ADJACENT WATERWAYS OR STORM WATER DRAINAGE SYSTEMS. FILTERSOCKS WILL BE USED AS A FORM OF INLET PROTECTION FOR OPERATIONAL STORM DRAINAGE SYSTEMS.

2.0 COMPOST PRODUCTS USED TO FILL FILTREXX FILTERSOCKS
1. COMPOST: COMPOST USED FOR FILTREXX FILTERSOCKS SHALL BE WEED FREE AND DERIVED FROM A WELL-DECOMPOSED SOURCE OF ORGANIC MATTER. THE COMPOST SHALL BE PRODUCED USING AN AEROBIC COMPOSTING PROCESS MEETING CFR 503 REGULATIONS, INCLUDING TIME AND TEMPERATURE DATA INDICATING EFFECTIVE WEED SEED, PATHOGEN AND INSECT LARVAE KILL. THE COMPOST SHALL BE FREE OF ANY REFUSE, CONTAMINANTS OR OTHER MATERIALS TOXIC TO PLANT GROWTH. NON-COMPOSTED PRODUCTS WILL NOT BE ACCEPTED. TEST METHODS FOR THE ITEMS BELOW SHOULD FOLLOW USCC TMECC GUIDELINES FOR LABORATORY PROCEDURES:
   A. PH - 5.0-8.0 IN ACCORDANCE WITH TMECC 04.11-A, "ELECTROMETRIC PH DETERMINATIONS FOR COMPOST"
   B. PARTICLE SIZE - 99% PASSING A 1" SIEVE, 90% PASSING A _" SIEVE AND A MINIMUM OF 70% GREATER THAN THE 3/8" SIEVE. A TOTAL OF 98 % SHALL NOT EXCEED 3 INCHES IN LENGTH, IN ACCORDANCE WITH TMECC 02.02-B, "SAMPLE SIEVING FOR AGGREGATE SIZE CLASSIFICATION"
   C. MOISTURE CONTENT OF LESS THAN 60% IN ACCORDANCE WITH STANDARDIZED TEST METHODS FOR MOISTURE DETERMINATION.
   D. MATERIAL SHALL BE RELATIVELY FREE (<1% BY DRY WEIGHT) OF INERT OR FOREIGN MAN MADE MATERIALS. E. A SAMPLE SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO BEING USED AND MUST COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

3.0 CONSTRUCTION AND INSTALLATION OF FILTREXX FILTERSOCKS:
1. FILTREXX FILTERSOCKS WILL BE USED AS A FORM OF INLET PROTECTION ON CONSTRUCTION SITES WHICH REQUIRE PROTECTION AGAINST SEDIMENT LADEN WATER AFTER STORM DRAINS BECOME OPERATIONAL.
2. FILTREXX FILTERSOCKS WILL BE PLACED AT LOCATIONS INDICATED ON PLANS AS DIRECTED BY THE ENGINEER. FILTERSOCKS SHOULD BE INSTALLED IN A PATTERN THAT ALLOWS COMPLETE PROTECTION OF THE INLET AREA
3. INSTALLATION OF FILTREXX FILTERSOCKS WILL ENSURE A MINIMAL OVERLAP OF AT LEAST ONE FOOT ON EITHER SIDE OF THE OPENING BEING PROTECTED. THE FILTERSOCKS WILL BE ANCHORED TO THE SOIL BEHIND THE CURB USING STAPLES, STAKES OR OTHER DEVICES CAPABLE OF HOLDING THE FILTERSOCK IN PLACE.
4. STANDARD SIZES OF FILTERSOCKS FOR INLET PROTECTION WILL BE 8" DIAMETER PRODUCTS. IN SEVERE FLOW SITUATIONS, LARGER FILTERSOCKS MAY BE RECOMMENDED BY THE ENGINEER.
5. FILTERSOCKS SHALL BE CONSTRUCTED OF A WOVEN MATERIAL AND FILLED WITH A COMPOST PRODUCT THAT PASSES THE CRITERIA LISTED IN SECTION 2.
6. IF THE FILTERSOCKS BECOME CLOGGED WITH DEBRIS AND SEDIMENT, THEY SHALL BE MAINTAINED SO AS TO ASSURE A PROPER DRAINAGE AND WATER FLOW INTO THE STORM DRAIN. IN SEVERE STORM EVENTS, OVERFLOW OF THE FILTERSOCK MAY BE ACCEPTABLE IN ORDER TO KEEP THE AREA FROM FLOODING.
7. THE FILTERSOCKS SHALL BE POSITIONED SO AS TO PROVIDE COMPLETE PHYSICAL BARRIER TO THE DRAIN ITSELF, ALLOWING SEDIMENT TO COLLECT ON THE OUTSIDE OF THE FILTERSOCKS. SEE ATTACHED SCHEMATIC FOR FILTREXX FILTERSOCK INSTALLATION.
8. FOR AREAS WHERE FILTERSOCKS ARE TO BE LEFT AS A PERMANENT PART OF THE LANDSCAPE, FILTERSOCKS MAY BE SEEDED DURING TIME OF MANUFACTURE TO CREATE A LIVING SOCK. FOR SEEDING OPTIONS, THE ENGINEER MAY SIMPLY REPLACE ALL LANGUAGE ABOVE WITH "LIVING FILTREXX FILTERSOCKS"

4.0 MAINTENANCE:
1. THE CONTRACTOR SHALL MAINTAIN FILTREXX FILTERSOCKS IN A FUNCTIONAL CONDITION AT ALL TIMES AND IT SHALL BE ROUTINELY INSPECTED.
2. WHERE THE FILTERSOCK REQUIRES REPAIR, IT WILL BE ROUTINELY REPAIRED.
3. THE CONTRACTOR SHALL REMOVE SEDIMENTS COLLECTED AT THE BASE OF THE FILTERSOCK WHEN THEY REACH 1/3 OF THE EXPOSED HEIGHT OF THE FILTERSOCK, OR AS DIRECTED BY THE ENGINEER.
4. THE FILTREXX FILTERSOCK WILL BE DISPERSED ON SITE WHEN NO LONGER REQUIRED, AS DETERMINED BY THE ENGINEER. THE NETTING MATERIAL WILL BE DISPOSED OF IN NORMAL TRASH CONTAINERS OR REMOVED BY THE CONTRACTOR.
5. REGULAR MAINTENANCE INCLUDES LIFTING THE FILTREXX FILTERSOCKS AND CLEANING UNDER THEM AS SEDIMENT COLLECTS.

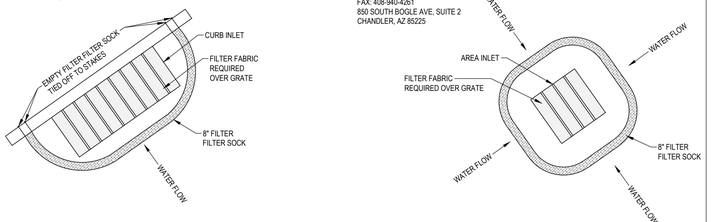
5.0 METHOD OF MEASUREMENT:
BID ITEMS SHALL SHOW MEASUREMENT AS 'FILTREXX FILTERSOCK' PER LINEAR FOOT, INSTALLED OR PER INLET, AS SPECIFIED BY THE ENGINEER.

6.0 PERFORMANCE:
1. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A WORKING EROSION CONTROL SYSTEM AND MAY, WITH APPROVAL OF THE ENGINEER, WORK OUTSIDE THE MINIMUM CONSTRUCTION REQUIREMENTS AS NEEDED.
2. WHERE THE FILTERSOCK DETERIORATES OR FAILS, IT WILL BE REPAIRED OR REPLACED WITH A MORE EFFECTIVE ALTERNATIVE.
3. CONTRACTOR IS REQUIRED TO BE A CERTIFIED FILTREXX INSTALLER AS DETERMINED BY FILTREXX INTERNATIONAL, LLC (440-926-8041 OR VISIT WEBSITE AT FILTREXX.COM). CERTIFICATION SHALL BE CONSIDERED CURRENT IF APPROPRIATE IDENTIFICATION IS SHOWN DURING TIME OF BID OR AT TIME OF APPLICATION.

7.0 APPLICATION GUIDELINES:
1. FILTREXX FILTERSOCKS SHALL EITHER BE MADE ON SITE OR DELIVERED TO THE JOBSITE USING A 3 MIL TUBULAR HDPE KNITTED MESH NETTING MATERIAL, FILLED WITH COMPOST PASSING THE ABOVE SPECIFICATIONS FOR COMPOST PRODUCTS AS OUTLINED IN 2.0.
2. FILTREXX FILTERSOCKS NETTING MATERIALS ARE AVAILABLE ONLY FROM FILTREXX INTERNATIONAL, LLC AND ARE THE ONLY CERTIFIED MESH MATERIALS ACCEPTED IN CREATING FILTREXX PRODUCTS ON SITE OR AS DELIVERED TO THE JOB SITE. STANDARD FILTREXX COLOR CODING SYSTEMS INCLUDE YELLOW AND BLACK STRIPED MESH NETTING WITH 3/8" MESH OPENINGS FOR INLET PROTECTION. OTHER COLORS ARE ONLY ACCEPTABLE AS APPROVED BY BOTH THE ENGINEER AND FILTREXX INTERNATIONAL, LLC.
3. CONTRACTOR IS REQUIRED TO BE A CERTIFIED FILTREXX INSTALLER AS DETERMINED BY FILTREXX INTERNATIONAL, LLC (440-926-8041 OR VISIT WEBSITE AT FILTREXX.COM). CERTIFICATION SHALL BE CONSIDERED CURRENT IF APPROPRIATE IDENTIFICATION IS SHOWN DURING TIME OF BID OR AT TIME OF APPLICATION.

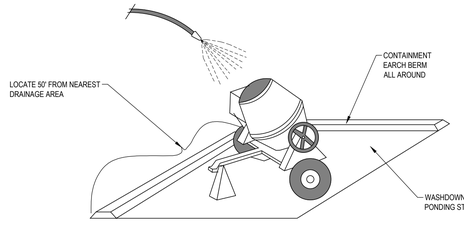
8.0 AVAILABLE VENDORS FILTREXX FILTERSOCKS MAY BE PURCHASED FROM THE FOLLOWING CERTIFIED FILTREXX INSTALLERS:

WINDSWEPT ORGANIX INC.
WORK: 480-963-4638
FAX: 408-940-4261
850 SOUTH BOGLE AVE, SUITE 2
CHANDLER, AZ 85225



SEDIMENT BARRIER / FILTER SOCK PROTECTION A1

SCALE: N.T.S. © REPLENISH



DESCRIPTION:
PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO STORM WATER FROM CONCRETE WASTE BY CONDUCTING WASHOUT OFF-SITE, PERFORMING ON-SITE WASHOUT IN A DESIGNATED AREA, AND TRAINING EMPLOYEES AND SUBCONTRACTORS.

APPLICATIONS:
- THIS TECHNIQUE IS APPLICABLE TO ALL TYPES OF SITES.

INSTALLATION/APPLICATION CRITERIA:
- STORE DRY AND WET MATERIALS UNDER COVER, AWAY FROM DRAINAGE AREAS.
- AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON-SITE.
- PERFORM WASHOUT OF CONCRETE TRUCKS OFF-SITE OR IN DESIGNATED AREAS ONLY.
- DO NOT WASH OUT CONCRETE TRUCKS INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS.
- DO NOT ALLOW EXCESS CONCRETE TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED AREAS.
- WHEN WASHING CONCRETE TO REMOVE FINE PARTICLES AND EXPOSE THE AGGREGATE, AVOID CREATING RUNOFF BY DRAINING THE WATER WITHIN A BERMED OR LEVEL AREA (SEE EARTH BERM BARRIER INFORMATION SHEET.)
- TRAIN EMPLOYEES AND SUBCONTRACTORS IN PROPER CONCRETE WASTE MANAGEMENT.

LIMITATIONS:
- OFF-SITE WASHOUT OF CONCRETE WASTES MAY NOT ALWAYS BE POSSIBLE.

MAINTENANCE:
- INSPECT SUBCONTRACTORS T ENSURE THAT CONCRETE WASTES ARE BEING PROPERLY MANAGED.
- IF USING A TEMPORARY PIT, DISPOSE HARDENED CONCRETE ON A REGULAR BASIS.

CONCRETE WASTE MANAGEMENT A5

SCALE: N.T.S.

OBJECTIVES
- □ HOUSEKEEPING PRACTICES
- ※ CONTAIN WASTE
- □ MINIMIZE DISTURBED AREA
- □ STABILIZE DISTURBED AREA
- □ PROTECT SLOPES/CHANNELS
- □ CONTROL SITE PERIMETER
- □ CONTROL INTERNAL EROSION

TARGETED POLLUTANTS
- □ SEDIMENT
- □ NUTRIENTS
- □ TOXIC MATERIALS
- □ OIL & GREASE
- □ FLOATABLE MATERIALS
- ※ OTHER WASTE

- ■ HIGH IMPACT
- ※ MEDIUM IMPACT
- □ LOW OR UNKNOWN IMPACT

IMPLEMENTATION REQUIREMENTS
- □ CAPITAL COSTS
- □ O & M COSTS
- ※ MAINTENANCE
- ※ TRAINING

■ HIGH ※ MEDIUM □ LOW

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Structural Engineering • Land Surveying & HDS

C. JAY PROPERTIES BUILDING

3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UTAH

REVISIONS

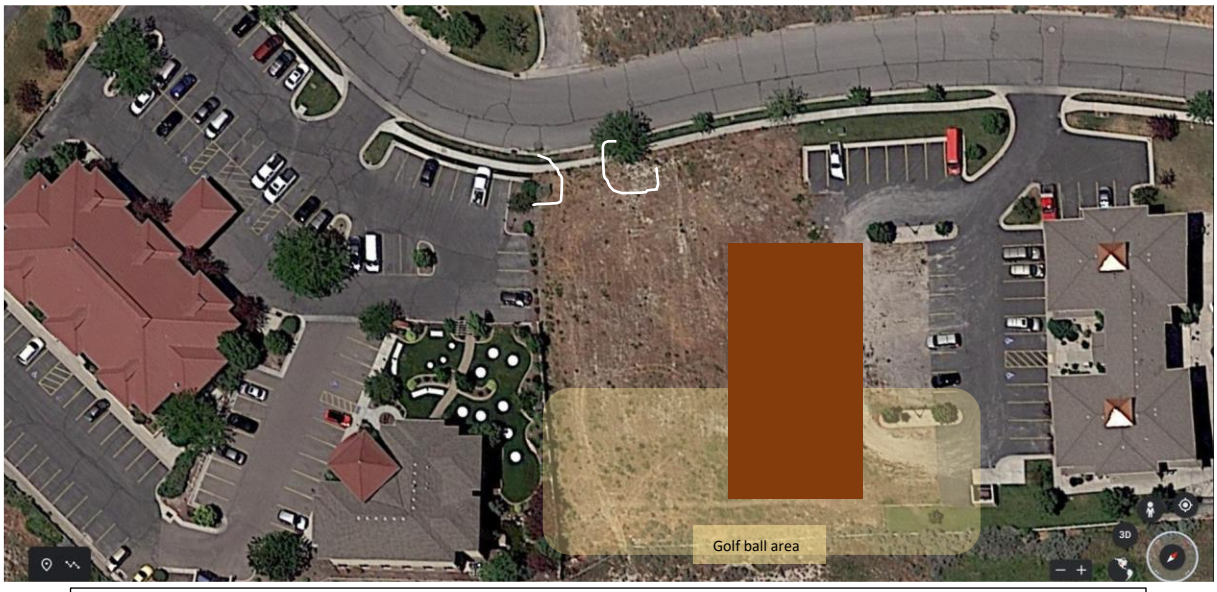
REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: DJC
CHECKED BY: RJP
DATE: 09-29-2020

CIVIL DETAILS

C5.02

S:\2020Files\20513\Civil\Prod Dwg\20513-plt.dwg Daniel Sep 29, 2020 - 3:45pm



90 turn on east of lot

- Patrons and parking area will get hit by golf balls.
- This blocks shared parking with Direct Communications and leaves their stalls double bound.



90 turn on west of lot

- Patrons and parking area will get hit by golf balls.
- This blocks entrance.



Front of lot

- Patrons and parking area will get hit by golf balls.
- This blocks entrance.



Our Request

- This protects patrons and parking area from being hit by golf balls.
- This allows for shared parking with Direct Communications.
- This matches the parking in front that the other buildings on the street have.



B1
AE201
FRONT ELEVATION
SCALE: 3/16" = 1'-0"



D1
AE201
SIDE ELEVATION
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE201

10/2/2020 9:20:16 AM Y:\5D Projects\2020\20-046 ID\ Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V3.rvt



B1 / AE202 *BACK ELEVATION*
SCALE: 3/16" = 1'-0"



D1 / AE202 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

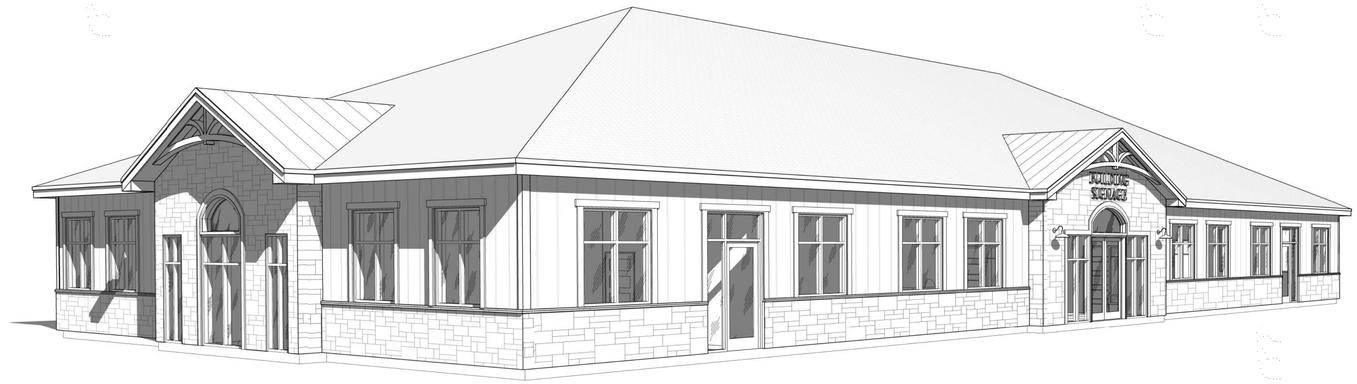
ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE202

Y:\5D Projects\2020\20-046 (D) Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V3.rvt
10/2/2020 9:20:33 AM



1 AE203 *3D View 4*
SCALE:



2 AE203 *3D View 5*
SCALE:

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 OCTOBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR PERSPECTIVES

AE203

10/2/2020 9:20:47 AM Y:\5D Projects\2020\20-046 ED Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V3.rvt



B1 / AE201 *FRONT ELEVATION*
SCALE: 3/16" = 1'-0"



D2 / AE201 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
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801.960.9381
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DATE:	21 OCTOBER 2020
PROJECT #:	20-046
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CHECKED BY:	BCH

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PROJECT

C. JAY PROPERTIES BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE201

Y:\5D Projects\2020\20-046 C Jay Properties Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V4.rvt
11/6/2020 3:26:34 PM



B1 AE202 *BACK ELEVATION*
SCALE: 3/16" = 1'-0"



D1 AE202 *SIDE ELEVATION*
SCALE: 3/16" = 1'-0"

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DATE:	21 OCTOBER 2020
PROJECT #:	20-046
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CHECKED BY:	BCH

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ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

EXTERIOR ELEVATIONS

AE202

11/6/2020 3:26:48 PM Y:\5D Projects\2020\20-046 C Jay Properties Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V4.rvt


BUILDING
SIGNAGE


BUILDING
SIGNAGE


EPING
ENAGE


BUILDING
SIGNAGE




BUILDING
SIGNAGE


BUILDING
SIGNAGE




BUILDING
SIGNAGE


BUILDING
SIGNAGE



D1 / AE101 *MAIN LEVEL FLOOR PLAN*
SCALE: 1/8" = 1'-0"

ROOM LEGEND

- BILLING/ COPY ROOM
- CONFERENCE ROOM
- CORRIDOR
- LARGE THERAPY
- LOBBY
- MENS
- OFFICE
- PLAY ROOM
- RECEPTION
- SMALL THERAPY
- STORAGE
- TENANT #1
- TENANT #2
- UTILITIES
- WAITING
- WOMENS

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 01 SEPTEMBER 2020
PROJECT #: 20-046
DRAWN BY: THM
CHECKED BY: BCH

REVISIONS

PROJECT
EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ARCHITECTURAL

MAIN LEVEL FLOOR PLAN

AE101

Y:\5D Projects\2020\20-046 ID Eagle Mountain Medical Office Building\03 Drawings\02 Revit\Eagle Mountain Medical Office Building V2.rvt
9/15/2020 1:55:08 PM



SYMBOLS LEGEND

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	TOLERANCE
	3	EXISTING DECIDUOUS TREE TO REMAIN			
DECIDUOUS TREES					
	4	ALLEE LACEBARK ELM	ULMUS PARVIFLORA 'ELMER II'	2" CAL.	DROUGHT
EVERGREEN TREES					
	2	BRISTLECONE PINE	PINUS ARISTATA	8' HT.	DROUGHT
SHRUBS					
	37	LACE LEAF RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'FILIGRAN'	5 GAL.	DROUGHT
	3	MINT JULEP JUNIPER	JUNIPERUS CHINENSIS 'MONLEP'	5 GAL.	DROUGHT
	19	SILVER MOUND ARTEMISIA	ARTEMISIA SCHMIDTIANA 'SILVER MOUND'	5 GAL.	DROUGHT, SALT
ORNAMENTAL GRASSES					
	40	BLUE GRAMA GRASS	BOUTELOUA GRACILIS	5 GAL.	DROUGHT
GROUNDCOVERS & MULCH					
	3,624 S.F.	LAWN			
	2,996 S.F.	CRUSHED ROCK			
	958 S.F.	GROUNDCOVER			
BOULDERS					
	15	BOULDERS			

REFERENCE NOTES

1. EXISTING LAWN TO REMAIN
2. METAL EDGING

EAGLE MOUNTAIN CITY DATA

CHAPTER 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

ZONED AS	COMMERCIAL	
TOTAL SITE AREA	35,429 S.F. = 0.81 AC.	
	REQUIRED	PROVIDED
GENERAL:		
TURF AREA	MAX. 50% OF LANDSCAPE AREA	3,624 S.F. = 48%
LIVE VEGETATION	MIN. 50% OF LANDSCAPE AREA	4,383 SF. = 54%
DROUGHT TOLERANT SPECIES	MIN. 50%	100%
MINIMUM DECIDUOUS TREE SIZE	1 1/2" CAL.	YES
MINIMUM EVERGREEN TREE SIZE	6' HT.	YES
CLEAR VISION TRIANGLES:	15' FROM INTERSECTION	YES

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.
Call
BEFORE YOU
Dig
1-800-662-4111

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

NORTH

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STATE OF UTAH
SCOTT A. SCHOONOVER
349757
LICENSED LANDSCAPE ARCHITECT
10/07/2020

C. JAY PROPERTIES BUILDING
3714 EAST CAMPUS DRIVE
EAGLE MOUNTAIN, UT

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 20513
DRAWN BY: TG
CHECKED BY: SS
DATE: SEPTEMBER 2020
PROPERTY NO:

PRELIMINARY LANDSCAPE PLAN

L0.01

ABBREVIATIONS INDEX

#	NUMBER	PVC	POLYVINYL CHLORIDE CONDUIT
ϕ	PHASE	DISP	DISPOSAL
1ϕ	SINGLE PHASE	DRY	DRYER
2P	TWO-POLE	DW	DISHWASHER
3ϕ	THREE PHASE	DWG	DRAWING
4P	FORE-POLE	EC	EMPTY CONDUIT
AC	ALTERNATING CURRENT	EM	EMERGENCY
AFF	ABOVE FINISHED FLOOR	EMG	EMERGENCY GENERATOR
AFG	ABOVE FINISHED GRADE	EMT	ELECTRICAL METALLIC TUBING
AFP	ARC FAULT PROTECTOR	EPO	EMERGENCY POWER OFF
AIC	AMP INTERRUPTING CURRENT (SYMMETRICAL)	EWC	ELECTRIC WATER COOLER
AL	ALUMINUM	EWH	ELECTRIC WATER HEATER
AM	AMPS METER	(E)	EXISTING
AMP	AMPERE	(F)	FUTURE
ANN	ANNUNCIATOR	FA	FIRE ALARM
ATS	AUTOMATIC TRANSFER SWITCH	FACP	FIRE ALARM CONTROL PANEL
AUX	AUXILIARY	FC	FOOT CANDELA
AWG	AMERICAN-WIRE GAUGE	FLA	FULL LOAD AMPS
BC	BARE COPPER	FT	FOOT
BFG	BELOW FINISH GRADE	FRZ	FREEZER
C	CONDUIT	FS	FUSED SWITCH
CAB	CABINET	GFCI	GROUND FAULT CIRCUIT INTERRUPTER
CATB	COMMUNITY ANTENNA TELEVISION	GFP	GROUND FAULT PROTECTOR
CATV	CABLE TELEVISION	GRC	GALVANIZED RIGID CONDUIT
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	GRD	GROUND
CKT	CIRCUIT	HP	HORSE POWER
CLG	CEILING	HZ	HERTZ
CNTR	CONTRACTOR	IG	ISOLATED GROUND
CO	CONDUIT ONLY	IMC	INTERMEDIATE METALLIC CONDUIT
CRT	COMPUTER TERMINAL	IN	INCH
CT	CURRENT TRANSFORMER	J-BOX	JUNCTION BOX
CU	COPPER	KV	KILOVOLT
C/W	CONDUIT WITH	KVA	KILOVOLT AMPERES
(D)	DEMOLISH/DELETE	KVAR	KILOVARS
DB	DECIBEL	KW	KILOWATT
DC	DIRECT CURRENT	LRA	LOCKED ROTOR AMPS
MATV	MASTER ANTENNA TELEVISION	LTG	LIGHTING
MAX	MAXIMUM	(R)	RELOCATE
MB	MAIN BUS	RECP	RECEPTACLE
MCB	MAIN CIRCUIT BREAKER	REF	REFRIGERATOR
MCC	MOTOR CONTROL CENTER	REQ	REQUIRED
MCM	1000 CIRCULAR MILLS	RLA	RATED LOAD AMPS
MH	MANHOLE	RMS	ROOT MEAN SQUARE
MIC	MICROPHONE	SE	SERVICE ENTRANCE
MIN	MINIMUM	SPD	SURGE PROTECTION DEVICE
MLO	MAIN LUGS ONLY	SPEC	SPECIFICATION
MNF	MANUFACTURER	SPK	SPEAKER
MTG	MOUNTING	SS	SELECTOR SWITCH
MTR	MOTOR	SW	SWITCH
MW	MICROWAVE	SWBD	SWITCHBOARD
(N)	NEW	SWGR	SWITCHGEAR
N/A	NOT APPLICABLE	TTB	TELEPHONE TERMINAL BOARD
NC	NORMALLY CLOSED	TTC	TELEPHONE TERMINAL CABINET
NEC	NATIONAL ELECTRICAL CODE	TV	TELEVISION
NEMA	NATIONAL MANUFACTURING ASSOCIATION	TYP	TYPICAL
NFC	NATIONAL FIRE CODE	UG	UNDERGROUND
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	UNO	UNLESS NOTED OTHERWISE
NFS	NON FUSED SWITCH	UPS	UNINTERRUPTIBLE POWER SUPPLY
NIC	NOT IN CONTRACT	V	VOLT (KV-KILOVOLT)
NL	NIGHT LIGHT (OPERATES CONTINUOUSLY)	VAR	VOLT-AMPS/REACTIVE
NO	NORMALLY OPEN	VM	VOLT METER
NTS	NOT TO SCALE	W	WATTS
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	W/	WITH
OFOI	OWNER FURNISHED OWNER INSTALLED	WASH	WASHER
OS&Y	OUTSIDE SCREW AND YOKE	WH	WATTHOUR
PB	PUSH BUTTON	W/O	WITHOUT
PF	POWER FACTOR	WP	WEATHER PROOF
PFR	PHASE FAILURE RELAY	XFMR	TRANSFORMER
PNL	PANEL	XFMR-SW	TRANSFORMER SWITCH
PT	POTENTIAL TRANSFORMER	XP	EXPLOSION PROOF
PV	PHOTOVOLTAIC		

NOTE: THIS IS A TYPICAL ABBREVIATION LIST. NOT ALL ABBREVIATIONS MAY BE USED ON THIS PROJECT.

ELECTRICAL SYMBOLS

SYMBOL	EXPLANATION
	BRANCH CIRCUIT CONCEALED IN CEILING OR WALL
	BRANCH CIRCUIT CONCEALED IN GROUND OR FLOOR
A-1,3	BRANCH CIRCUIT HOMERUNS TO PANEL
135	ROOM NUMBER
CH 1	MECHANICAL EQUIPMENT SYMBOL
1	KEYED NOTE REFERENCE
42X	FEEDER TAG (SEE FEEDER SCHEDULE)
	LIGHTING AND POWER PANELBOARD
NON-FUSED / FUSED	DISCONNECT SWITCH
NON-FUSED / FUSED	DISCONNECT SWITCH WITH MOTOR STARTER
	MOTOR STARTER
VFD	VARIABLE FREQUENCY DRIVE
	CONDUIT STUB
	JUNCTION BOX
	ELECTRIC VEHICLE CHARGING STATION
	DUPLEX RECEPTACLE OUTLET
WP	MODIFIER
A-3	PANEL SPACE ASSIGNMENT
REF	EQUIPMENT DESIGNATION
WP	WEATHERPROOF COVER & LISTED WEATHER RESISTANT DEVICE
GFCI	PROTECTED BY FAULT CIRCUIT INTERRUPTER
+44	MOUNTING HEIGHT ABOVE FLOOR OR GRADE GIVEN IN INCHES.
REF	REFRIGERATOR
DW	DISHWASHER
DISP	DISPOSAL
WASH	WASHING MACHINE
EWC	ELECTRIC WATER COOLER
USB	COOPER TR7746 OR EQUAL DUPLEX PLUS USB CHARGER
TR	TAMPER RESISTANT
	QUAD RECEPTACLE OUTLET
	SPLIT WIRED DUPLEX RECEPTACLE OUTLET
	220V RECEPTACLE OUTLET
	ISOLATED GROUND RECEPTACLE
	RECEPTACLE FLOOR DEVICE
	CEILING MOUNTED DEVICE
	SPECIAL RECEPTACLE
	MOTOR OUTLET
	EXHAUST FAN
	THERMOSTAT OUTLET
S	REMOTE SENSOR OUTLET
	TELEPHONE OUTLET
(#)	COMPUTER DATA OUTLET (#) INDICATES JACK QUANTITIES
	NETWORK AND VOICE OUTLET
	WIRELESS ACCESS POINT CEILING MOUNTED
TV	TELEVISION OUTLET

SYMBOL	EXPLANATION
F1	FIXTURE TYPE SYMBOL
	FLUORESCENT FIXTURE (TYPICAL)
	EMERGENCY LIGHTING UNIT
	SURFACE OR PENDANT MOUNTED FIXTURE
	RECESSED FIXTURE
	WALL MOUNTED FIXTURE
	WALL PACK
	FLUORESCENT STRIP
	TRACK LIGHTING
	EMERGENCY LIGHTING UNIT
	WALL MOUNTED EXIT LIGHT (SINGLE FACE)
	WALL MOUNTED EXIT LIGHT (DOUBLE FACE)
	CEILING MOUNTED EXIT LIGHT
	CEILING MOUNTED EXIT LIGHT (DOUBLE FACE)
	EXIT LIGHT WITH PROTECTIVE COVER
$	SINGLE POLE SWITCH (SUBSCRIPT AS INDICATED BELOW)
2	TWO POLE SWITCH
3	3-WAY SWITCH
4	4-WAY SWITCH
D	DIMMER SWITCH
K	KEYED SWITCH
T	TIMER SWITCH
M	MANUAL STARTER WITH THERMAL OVERLOAD
F	PADDLE FAN SPEED CONTROL. (CANARM "CN" SERIES)
OC	OCCUPANCY SENSOR SWITCH
LV	LOW VOLTAGE CONTROL SWITCH
LVD	LOW VOLTAGE CONTROL SWITCH WITH DIMMER
OCD	OCCUPANCY SENSOR CONTROL SWITCH WITH DIMMER
OC2	DUAL RELAY OCCUPANCY SENSOR CONTROL SWITCH
	DOUBLE GANG SWITCH
$LV a,b,c	LOW VOLTAGE MULTI BUTTON CONTROL SWITCH (LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)
$a $b	CONTROLLING SWITCH (LETTER INDICATES CONTROL OF CORRESPONDING FIXTURES)
S	OCCUPANCY SENSOR (CEILING MOUNTED)
S DT	DUAL TECHNOLOGY OCCUPANCY SENSOR (CEILING MOUNTED)
RC	ROOM CONTROLLER
LS	DAYLIGHT SENSOR
P	PHOTOCELL
V	VOLUME CONTROL
	WALL SPEAKER
	CEILING SPEAKER
	SURVEILLANCE CAMERA
DVR	SURVEILLANCE DIGITAL VIDEO RECORDER
NURSE	NURSE CALL ANNUNCIATOR PANEL
N	NURSE CALL EMERGENCY CALL DEVICE
N	NURSE CALL EMERGENCY CALL LIGHT

SYMBOL	EXPLANATION
	TAMPER AND FLOW
FACP	FIRE ALARM CONTROL PANEL
RFAA	REMOTE FIRE ALARM ANNUNCIATOR PANEL
NAC	FIRE ALARM NAC PANEL
VOICE	FIRE ALARM VOICE PANEL
D/H	DOOR HOLDER
F/S	FIRE/SMOKE DAMPER
	FIRE ALARM PULL STATION
	FIRE ALARM STROBE
	FIRE ALARM HORN/STROBE
LF	FIRE ALARM HORN/STROBE (LF = LOW FREQUENCY)
	FIRE ALARM HORN/STROBE WITH PROTECTIVE COVER
	FIRE ALARM SPEAKER/STROBE
LF	FIRE ALARM SPEAKER/STROBE (LF = LOW FREQUENCY)
	FIRE ALARM SPEAKER
LF	FIRE ALARM SPEAKER (LF = LOW FREQUENCY)
	FIRE ALARM HORN
LF	FIRE ALARM HORN (LF = LOW FREQUENCY)
	FIRE ALARM STROBE CEILING MOUNTED
	FIRE ALARM HORN/STROBE CEILING MOUNTED
LF	FIRE ALARM HORN/STROBE CEILING MOUNTED (LF = LOW FREQUENCY)
	FIRE ALARM HORN CEILING MOUNTED
LF	FIRE ALARM HORN CEILING MOUNTED (LF = LOW FREQUENCY)
	SMOKE DETECTOR (SUBSCRIPT AS INDICATED BELOW)
B	SMOKE ALARM BATTERY-BACKED
C	SMOKE/CARBON MONOXIDE ALARM COMBO BATTERY-BACKED
D	DUCT SMOKE DETECTOR
R	SMOKE DETECTOR WITH ADDRESSABLE RELAY
S	SMOKE DETECTOR WITH SOUNDER BASE
	HEAT DETECTOR
	GAS DETECTOR
CO	CARBON MONOXIDE DETECTOR
CO/NO2	CARBON MONOXIDE/NITROGEN DIOXIDE SENSOR (GARAGE)
	ADA TWO-WAY COMMUNICATIONS SYSTEM
KP	DOOR ACCESS CONTROL KEY PAD
CR	DOOR ACCESS CONTROL CARD READER
SDS	DOOR ACCESS CONTROL DOOR STRIKE
ML	DOOR ACCESS CONTROL MAG LOCK
DS	DOOR ACCESS CONTROL DOOR SENSOR
	DOOR ACCESS CONTROL REQUEST TO EXIT
	PUSHBUTTON
B	BELL

NOTE: ALL SYMBOLS MAY NOT BE USED.

Sheet List Table

SHEET NUMBER	SHEET TITLE
E001	ELECTRICAL COVER SHEET
ES102	SITE PHOTOMETRIC PLAN
E503	EXTERIOR INSTALLATION DETAILS
E601	EQUIPMENT & FIXTURE SCHEDULES

ELECTRICAL GENERAL NOTES:

1. REFER TO ARCHITECTURAL CABINET CASEWORK ELEVATION DRAWINGS FOR CLARIFICATION ON MOUNTING AND PLACEMENT OF ALL RACEWAY. RECEPTACLES, SWITCHES, NURSE CALL PANELS AND LIGHTING CONTROL PANELS.
2. MANY DEVICE MOUNTING LOCATIONS ARE DEPENDANT ON MILLWORK LOCATIONS. COORDINATE ALL APPLICABLE LOCATIONS WITH MILLWORK INSTALLER PRIOR TO BEGINNING WORK.
3. REVIEW AND COORDINATE WITH ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, PLUMBING, AND OTHER DRAWINGS PRIOR TO BID.
4. NOTIFY AND COOPERATE WITH THE MECHANICAL CONTRACTOR SUCH THAT NO DUCTS, PIPING, OR EQUIPMENT FOREIGN TO THE OPERATION OF THE ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO BE INSTALLED IN, ENTER, OR PASS THROUGH ELECTRICAL ROOMS OR SPACES, OR ABOVE OR BELOW ELECTRICAL EQUIPMENT IN OTHER AREAS.
5. REVIEW ALL ARCHITECT'S ELEVATIONS, SECTIONS, AND FLOOR PLANS PRIOR TO ROUGH-IN OF ELECTRICAL JUNCTION BOXES.
6. CONSULT ARCHITECTS REFLECTED CEILING PLANS FOR EXACT LOCATION OF LIGHTING FIXTURES, SPEAKERS, SMOKE DETECTORS, ETC.
7. MEET WITH THE CEILING AND MECHANICAL CONTRACTORS TO COORDINATE LOCATIONS, CLEARANCES, CEILING TYPES, AND ROUGH-IN REQUIREMENTS OF ALL LIGHTING FIXTURES PRIOR TO DUCT, PIPING, AND CEILING INSTALLATIONS.
8. VERIFY EXACT LOCATION(S) OF ALL EQUIPMENT TO BE FURNISHED BY OTHERS PRIOR TO ROUGH-IN.
9. PERFORM ALL WORK IN A WORKMANLIKE MANNER, PER INDUSTRY STANDARD, AND TO THE SATISFACTION OF THE ARCHITECT AND ENGINEER.
10. WORK, MATERIALS, AND EQUIPMENT SHALL CONFORM TO THE LATEST EDITIONS OF LOCAL, STATE AND NATIONAL CODES, STANDARDS AND ORDINANCES.
11. FINAL CONNECTIONS TO EQUIPMENT SHALL BE MADE AS PER MANUFACTURERS WRITTEN INSTRUCTIONS AND APPROVED WIRING DIAGRAMS AND DETAILS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE ALL MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT ACTUALLY SUPPLIED. THE ELECTRICAL CONTRACTOR SHALL VERIFY ALL ELECTRICAL LOADS (VOLTAGE, PHASE, CONNECTION REQUIREMENTS, ETC.) OF EQUIPMENT FURNISHED UNDER OTHER DIVISIONS WITH APPROVED SHOP DRAWINGS PRIOR TO BEGINNING ROUGH-IN.
12. REFER TO ALL DETAILS ON ALL SHEETS WETHER OR NOT CALLED IN REFERENCE NOTES.
13. GANG TOGETHER ALL LIGHT SWITCHES INSTALLED ADJACENT TO EACH OTHER WITH ONE PIECE COVER PLATE.
14. USE EPOXY ANCHORS TO SUPPORT THE ELECTRICAL EQUIPMENT. EXPANSION ANCHOR BOLTS ARE NOT ACCEPTED.
15. PROVIDE BLANK COVER PLATES TO MATCH THE OTHER COVER PLATES FOR ALL JUNCTION BOXES WHERE DEVICES HAVE NOT BEEN INSTALLED AT THE COMPLETION OF WORK.
16. ALL MATERIALS USED IN THIS INSTALLATION SHALL BE U.L. APPROVED AND NEW.
17. DO NOT INSTALL WIRING IN DUCT WORK.
18. TERMINATE THE ELECTRICAL CONNECTIONS TO ALL THE EQUIPMENT BY PROVIDING THE NECESSARY MALE/FEMALE CONNECTOR, RECEPTACLE, PLUG, ETC.
19. VISIT THE PROJECT SITE DURING THE BIDDING PROCESS TO DETERMINE THE TOTAL SCOPE OF THE PROJECT.
20. CONNECT ALL BATTERIES IN EMERGENCY FIXTURES, EGRESS LIGHTS, AND EXIT SIGNS TO UNSWITCHED CONDUCTOR.
21. DO NOT PENETRATE STRUCTURAL ELEMENTS OF FLOORS, WALLS, CEILINGS, ROOF, ETC.
22. WIRING IN PATIENT CARE AREAS SHALL COMPLY WITH NEC 517.13: STANDARD MC CABLE IS NOT ACCEPTABLE IN THESE AREAS.

FIVE DEGREES DESIGN
1457 EAST 840 NORTH
OREM, UTAH 84097
801.960.9381
chris@fivedegreesdesign.com

DATE: 15 SEPTEMBER 2020
PROJECT #: 20-046
DRAWN BY: KLB
CHECKED BY: KLB

REVISIONS

BREINHOLT POWER ENGINEERING PLLC
805 S 1430 W
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(801)367-5180
BPE#20059



KYLE BREINHOLT
LIC.: 9857303
EXP.: 31 MARCH 2021

PROJECT

IDI EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ELECTRICAL

ELECTRICAL COVER SHEET

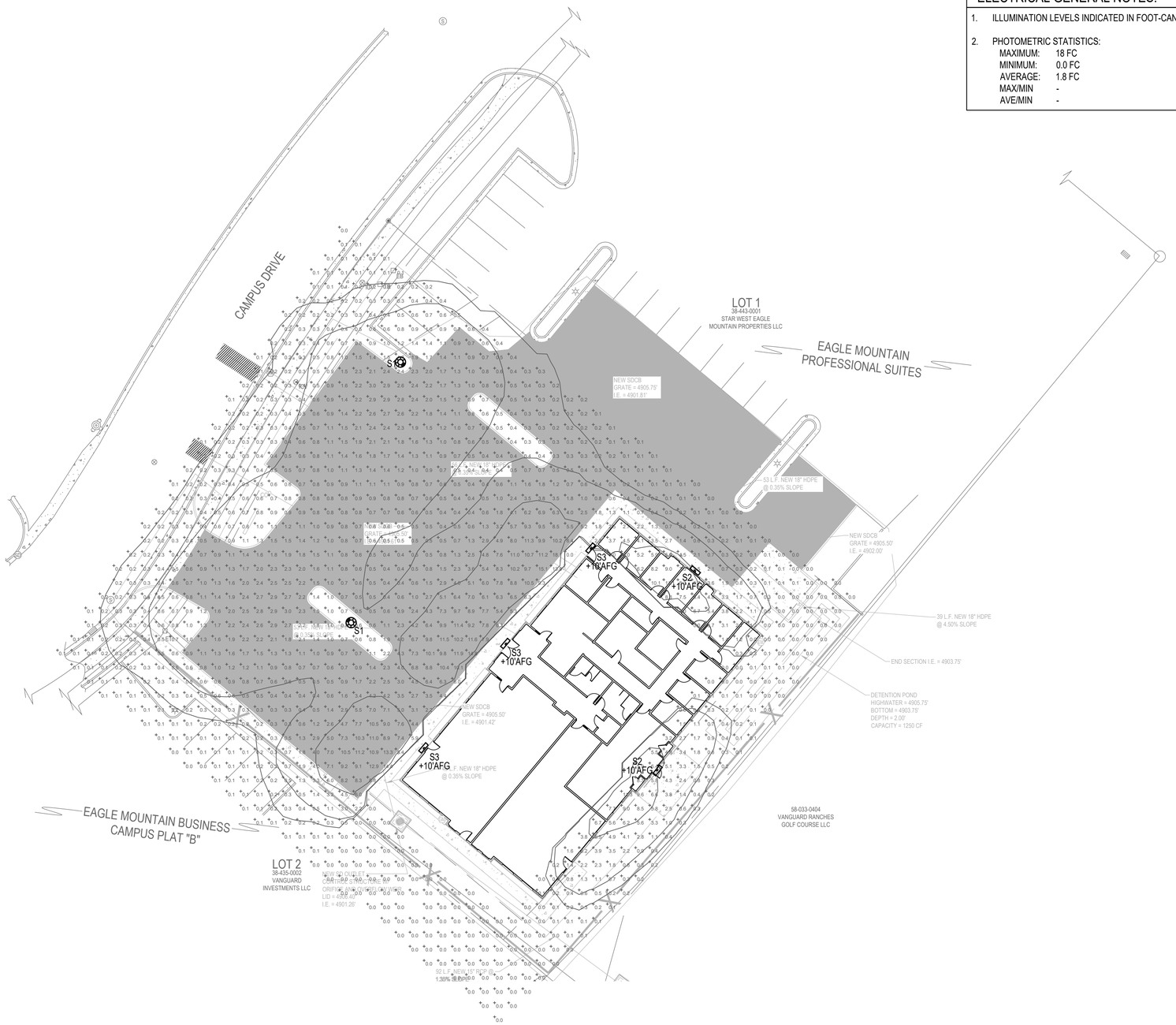
E001

ELECTRICAL GENERAL NOTES:

1. ILLUMINATION LEVELS INDICATED IN FOOT-CANDLES.

2. PHOTOMETRIC STATISTICS:

MAXIMUM:	18 FC
MINIMUM:	0.0 FC
AVERAGE:	1.8 FC
MAX/MIN	-
AVE/MIN	-



1 - SITE PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

0 10' 20' 40'

FIVE DEGREES DESIGN
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chris@fivedegreesdesign.com

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ELECTRICAL

###############

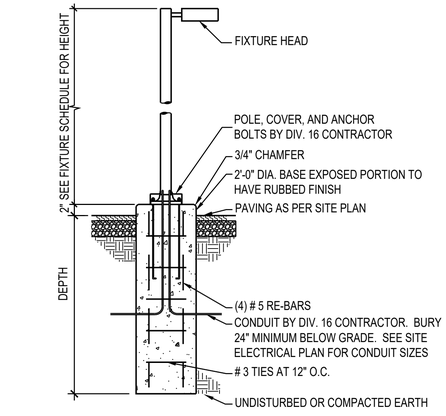
#

NOT USED

NOT USED

1 POLE BASE DETAIL

SCALE: NTS



POLE HEIGHT	FOOTING DEPTH
8'-0"	2'-6"
12'-0"	3'-0"
20'-0"	4'-0"
30'-0"	5'-0"
40'-0"	6'-0"

LOCATION DESCRIPTION	MIN. DEPTH
BELOW CONCRETE SLAB (NOT TRAFFIC)	18 INCHES
BELOW TRAFFIC SURFACES	24 INCHES
PARKING LOT (PAVED OR NON-PAVED)	24 INCHES
OTHER LOCATIONS	24 INCHES
UTILITY SECONDARY	24 INCHES*
UTILITY PRIMARY	48 INCHES*

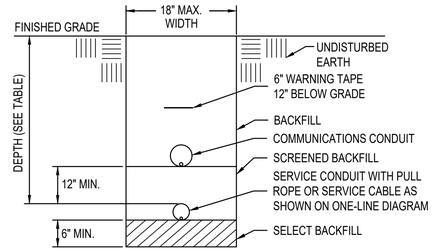
(SEE NEC TABLE 300.5)
* VERIFY ALL DIMENSIONS WITH LOCAL POWER COMPANY STANDARDS AND SPECIFICATIONS.

NOT USED

NOT USED

2 TRENCHING DETAIL

SCALE: NTS

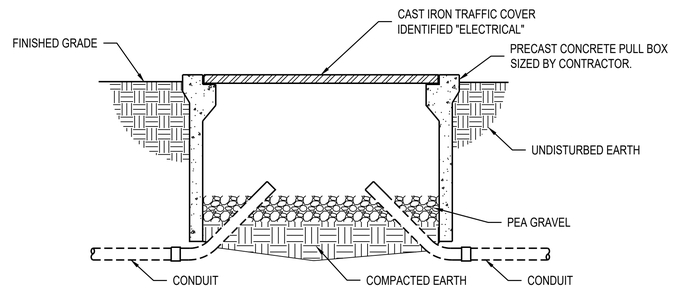


NOT USED

NOT USED

3 TYPICAL ELECTRICAL PULL BOX DETAIL

SCALE: NTS



SECTION VIEW

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PROJECT

IDI EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ELECTRICAL

EXTERIOR INSTALLATION DETAILS

E503

SITE LIGHTING FIXTURE SCHEDULE

FIXT #	FIXTURE						LAMPS		POLE			REMARKS
	MANUFACTURER	CATALOG #	VOLTS	#/POLE	WATTS	MOUNTING	TYPE	QTY/FIXT.	MANUFACTURER	HEIGHT	CATALOG #	
S1	GLP	GR1116-CBA/G2LED65-T4-40K/CBA	120	1	102	POLE	LED 12,500 LM 4000K CCT 70 CRI B2-U0-G3	INTEGRAL	GLP	13'-8"	GP35-14-CBA	CBA-FINISH SELECTED BY ARCHITECT
S2	LITHONIA	CSXW LED 30C 700 40K T2M	120	1	69	WALL	LED 7,500 LM 4000K CCT 70 CRI B2-U0-G2	INTEGRAL	NONE	N/A	NONE	
S3	LITHONIA	CSXW LED 30C 1000 40K TFTM	120	1	104	WALL	LED 12,500 LM 4000K CCT 70 CRI B2-U0-G2	INTEGRAL	NONE	N/A	NONE	

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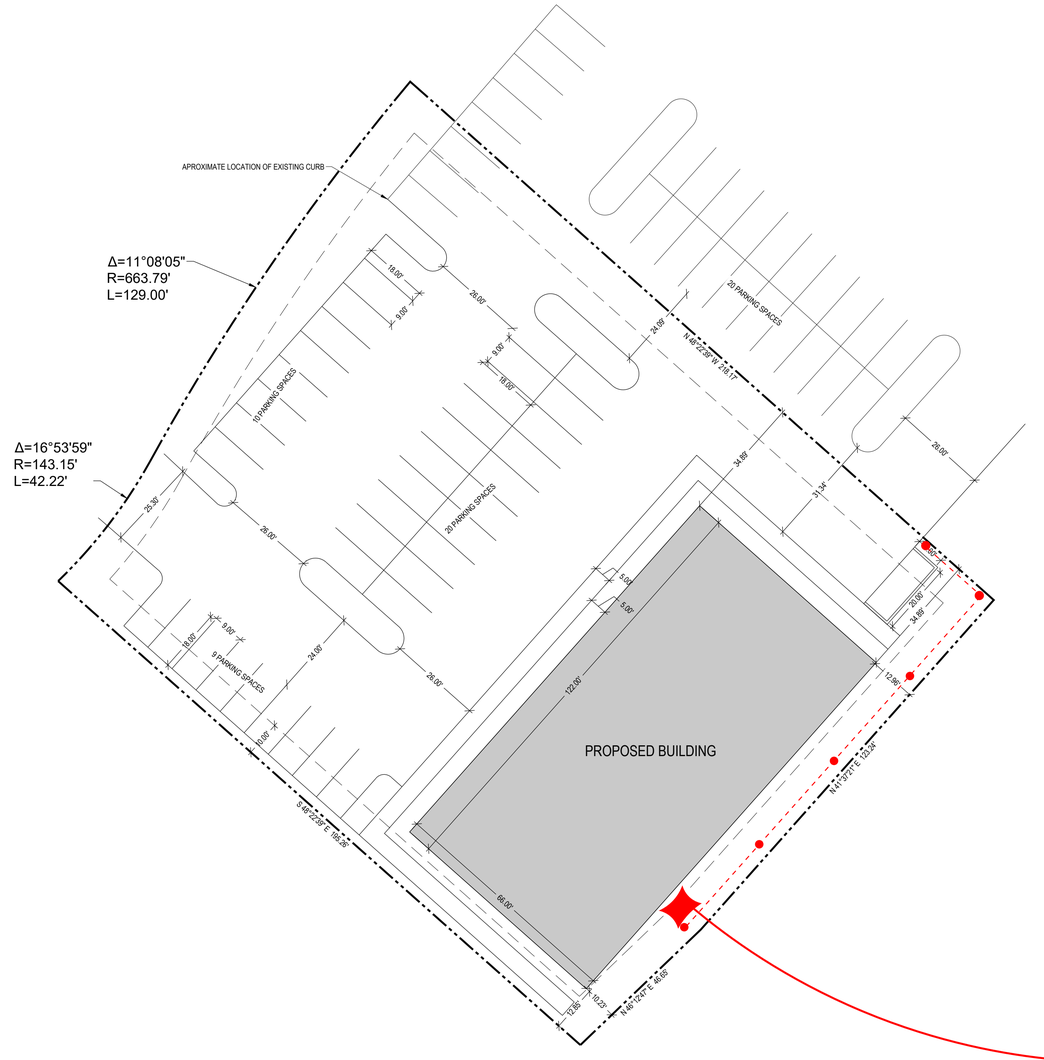
IDI EAGLE MOUNTAIN MEDICAL OFFICE BUILDING

ADDRESS:
EAGLE MOUNTAIN, UTAH

ELECTRICAL

EQUIPMENT & FIXTURE SCHEDULES

E601







NORTH

SCALE: 1" = 20'

0 10' 20' 40' 60'

DESCRIPTION	AREA	%
HARDSCAPE	25,116 SQFT	18%
LANDSCAPE	70,308 SQFT	49%
BUILDINGS	46,755 SQFT	33%
TOTAL	142,179 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. HEAVY DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
2. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
3. ASPHALT T-PATCH, PER APWA PLAN NO. 255.
4. CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
5. CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
6. CONCRETE FLARE DRIVE APPROACH, PER APWA PLAN NO. 221.1
7. CONCRETE OPEN DRIVE APPROACH, PER APWA PLAN NO. 225.
8. CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
9. 24" CONCRETE CURB AND GUTTER. SEE DETAIL 'D2', SHEET C5.01.
10. 24" CONCRETE RELEASE CURB AND GUTTER. SEE DETAIL 'D3', SHEET C5.01.
11. 30" CONCRETE CURB AND GUTTER, PER APWA PLAN NO. 205.1 'TYPE A'.
12. 36" WIDE CONCRETE WATERWAY. SEE DETAIL 'D4', SHEET C5.01.
13. 48" WIDE CONCRETE WATERWAY, PER APWA PLAN NO. 211.
14. ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL AND APWA PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
15. CONCRETE RETAINING WALL SEE DETAIL ' ', SHEET C5.02.
16. INTERLOCKING BLOCK RETAINING WALL. SEE DETAIL ' ', SHEET C5.02.
17. ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
18. VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
19. PAINTED ADA SYMBOL. SEE DETAIL 'D5', SHEET C5.01.
20. 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
21. 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
22. 12" WIDE SOLID WHITE PEDESTRIAN CROSSWALK
23. PAINTED 12" WIDE SOLID WHITE STOP BAR AND WORD "STOP".
24. 4" WIDE SOLID WHITE LANE STRIPE.
25. 4" WIDE DASHED WHITE LANE STRIPE.
26. DOUBLE 4" WIDE SOLID YELLOW LANE STRIP
27. 4" WIDE SOLID WHITE AND 4" WIDE DASHED WHITE TURN LANE STRIPE.
28. PAINTED ARROW SYMBOL.
29. NEW 24" STOP SIGN. SEE MUTCD DETAIL R1-1.
30. SPEED LIMIT SIGN. SEE MUTCD DETAIL R-10. COORDINATE WITH CITY.
31. CONCRETE WHEEL STOP. SEE DETAIL 'B6', SHEET C5.01.
32. BOLLARD. SEE DETAIL 'B5', SHEET C5.01.
33. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.

◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 1:48 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

Blue Stakes of UTAH 811 Bluestakes.org

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

EAGLE MOUNTAIN DENTAL

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO:	20513
DRAWN BY:	JPP
CHECKED BY:	RJP
DATE:	8-17-20

HORIZONTAL CONTROL PLAN

C1.01

C:\Users\Jon MCNEIL - GROUP\AppData\Local\Temp\AcPublish_20628\20513-CONCEPT2.dwg Jon Aug 17, 2020 - 2:49pm

CHRISTENSEN NET WORKS

401 Lincoln St.
Everson, WA 98247
Phone-800.459.2147
Fax-800.330.7980
www.cnwnetting.com

PRODUCT NAME
#**G295T** Knotless Polyester Netting
2" BK Stretch Mesh (1" hole)
Netting cut and hung on the diamond
Hand sewn rope border

SPECIFICATIONS
YARN: Hi-Tenacity Polyester
TENSILE: 122.5 pound minimum

NETTING SPECIFICATIONS
COLOR: Pressure Impregnated Black and Tarred, for maximum UV and abrasion resistance

ROPE
DIAMETER: 3/8" Braided SportRope
COLOR: Black
TENSILE: Average 3500 Pounds

HANGING TWINE
#42 Regular Braid Polyester
TENSILE: 455 Pounds
COLOR: Black Polyester Filament



FEATURES

- Stylish and efficient round traditional lighting fixture for post top mounting
- Lightweight cast aluminum fixture base with stainless steel set screws for installation
- Slip fits over common 2 7/8” and 3” OD tenons on most decorative poles
- Durable Powder Coat Finish
- 0-10v Dimming Capability
- 10kV/10kA Surge Protection Standard
- ETL Listed

LED LIGHT SOURCE OPTIONS

- 3 Power Levels
- 3 Color Temperatures
- 2 Light Distributions

MATERIALS

- Base, Cage, Finial - Cast Aluminum (A356)
- Hat - Spun Aluminum
- Hardware - Stainless Steel
- Lens - Prismatic Acrylic

LENS OPTION

- **NL -** No Lens (Highest LPW)
- **AC-CL -** Clear Prismatic Acrylic

ACCESSORIES

- **PCLL -** PCL for LED Fixtures
- **HSS90 -** 90° House Side Shield
- **HSS180 -** 180° House Side Shield

LED LIGHT SOURCE CONFIGURATIONS

G2LED40—1 Driver, 1 LED Module, 1 Optic
G2LED65—1 Driver, 1 LED Module, 1 Optic
G2LED80—2 Drivers, 2 LED Modules, 2 Optics

DRIVER

0-10v Dimming Compatible
120 to 277 Auto Sensing
Class 2, Class P
Minimum Rating IP66

LED MODULE

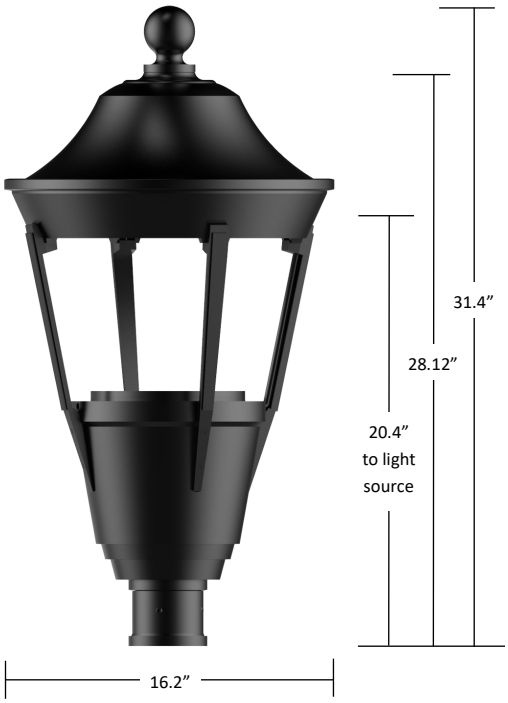
12 High efficacy multi-die packages
2x6 LED Configuration
80CRI—2700, 3000, 4000 CCT

LED OPTICS

2x6 Multi Lens
PMMA (Acrylic)
IES Type III, V
Silicone Gasket
IP66 System

SURGE PROTECTION

10 kV / 10 kA



Finish

The fixture will be finished with an electrostatically applied polyester powder coat suitable for exterior use. The fixtures are pretreated using industry standard environmentally responsible processes for a long lasting and durable finish.

Standard Finishes
BK - Black (Gloss)
BT - Black (Textured)
SB - Statuary Bronze
GN - Green

Premium Finishes
WH - White (Gloss)
CV - Copper Vein
GV - Green Vein
CF - Custom Finishes

LED Light Source Options

Light Source	Nominal Power	CCT	Distribution
G2LED40	40 W	2700K (**27K**)	Type II (**T2**)
G2LED65	65 W	3000K (**30K**)	Type III (**T3**)
G2LED80	80 W	4000K (**40K**)	Type IV (**T4**)
			Type V (**T5**)

LED Drivers are auto voltage sensing, standard 120V through 277V (347, 480V Version Available-Consult Factory)

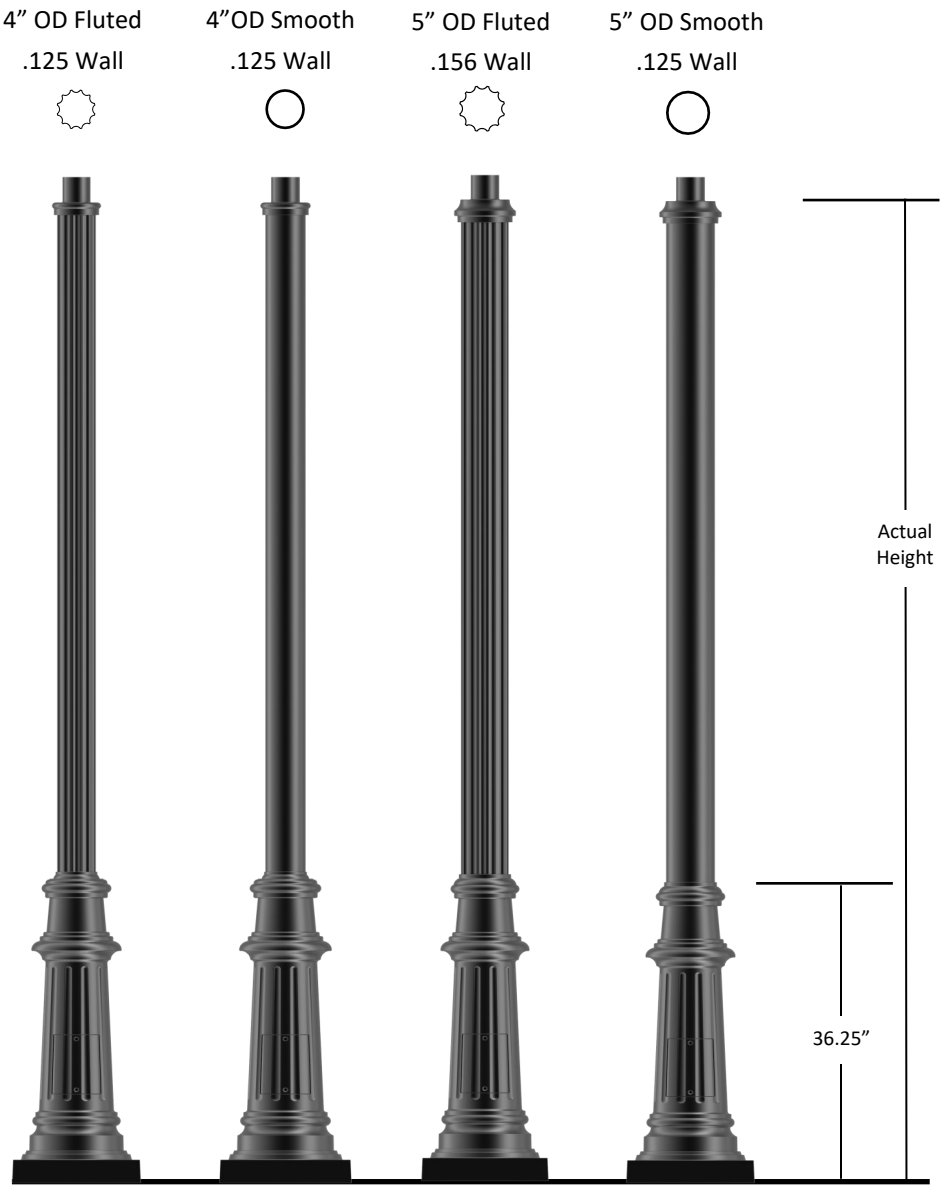
LED Light Source Performance Data
In No Lens Fixture

Module Name	mA	Color Temp (CCT)	27K Delivered Lumens	27K Efficacy (LPW)	30K Delivered Lumens	30K Efficacy (LPW)	40K Delivered Lumens	40K Efficacy (LPW)
G2LED40	750	T2						
		T3						
		T4						
		T5						
G2LED65	1200	T2						
		T3						
		T4						
		T5						
G2LED80	1500	T2						
		T3						
		T4						
		T5						

Ordering Guide

	Luminaire		Lens Material/ Color		LED Light Source	Distribution Type		CCT		Optional Photocell	Optional House Side Shield		Finish
EXAMPLE	GR1116	–	AC-CL	/	G2LED80	T3	–	40K	/	PCLL	HSS180	/	BT
	GR1116		NL		G2LED40	T3		27K		PCLL	HSS90		BK
			AC-CL		G2LED65	T5		30K			HSS180		BT
					G2LED80			40K					SB
													GN
													Premium Finishes
													WH, CV, GV, CF
	Required									Optional			Choose Finish

Shaft Styles



FEATURES

- Strong, lightweight and easy to install
- Extruded aluminum shaft welded to a decorative cast aluminum base
- 3” OD x 3” tall tenon included for luminaire mounting
- Access door for wiring secured with stainless steel screws
- Ground lug included inside base
- Durable powder coat finish
- 1/2” x 18” Anchor Bolts & Template included

MATERIALS

- Base - Cast Aluminum (A356)
- Shaft - Extruded Aluminum (6061-T6)
- Tenon - Cast Aluminum (A356)
- Anchor Bolts - Hot Dipped Galvanized
- Hardware—Stainless Steel

ACCESSORIES

- **GFCI** Box with weatherproof WIUC

(Additional accessories below ordered separately)
(See Accessories Page for ordering guide)

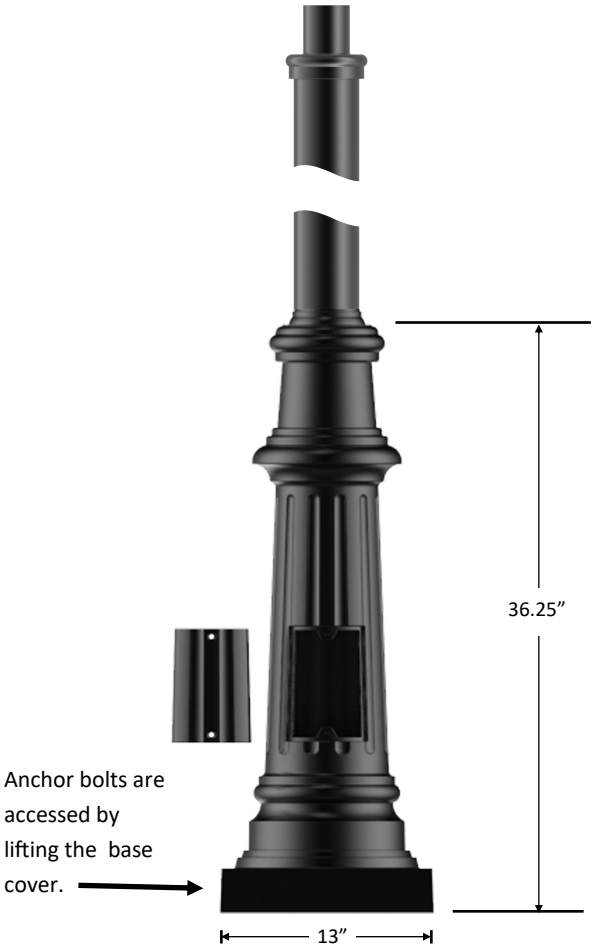
- Clamp on banner arms
- Direct bury extension
- Clamp on flag pole holder

ANCHORAGE

- 1/2” x 18” x 3” Hot-dipped galvanized steel L-type anchor bolts.
- (4) Bolts with (2) nuts, (2) washers per bolt included

GP33-xx	GP34-xx	GP35-xx	GP36-xx	Actual Height
GP33-08	**GP34-08**	**GP35-08**	**GP36-08**	7’ 8”
GP33-10	**GP34-10**	**GP35-10**	**GP36-10**	9’ 8”
GP33-12	**GP34-12**	**GP35-12**	**GP36-12**	11’ 8”
GP33-14	**GP34-14**	**GP35-14**	**GP36-14-TN**	13’ 8”

Pole Details



Finish

The post will be finished with an electrostatically applied polyester powder coat suitable for exterior use. The poles are pretreated using industry standard environmentally responsible processes for a long lasting and durable finish.

Standard Finishes
BK - Black (Gloss)
BT - Black (Textured)
SB - Statuary Bronze
GN - Green

Premium Finishes
WH - White (Gloss)
CV - Copper Vein
GV - Green Vein
CF - Custom Finishes

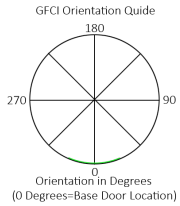
Tenons

3” OD x 3” Tall Tenon Standard
TNS54 - 4” OD x 3” Tall Tenon slip fits over 5” smooth shaft
TNF54 - 4” OD x 3” Tall Tenon slip fits over 5” fluted shaft
LT - Less Tenon
Other tenons available upon request
Check fixture and/or arm spec sheet for tenon requirements

Accessories

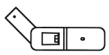
GFCI - Provision for Ground Fault Circuit Interrupter outlet with NEC required wet location while in use type cover (WIUC). The cover is made of die cast aluminum and will be painted to match.

GFCI Orientation is stated as degrees from access door and **GFCI Placement** on shaft must be specified in ordering guide below.
TOP - placement will be 6” from top of pole.
BOT - placement will be 6” above the base.

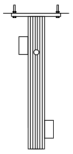


(Additional accessories below ordered separately)
(See Accessories Page for ordering guide)

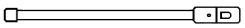
Flag Pole Holder



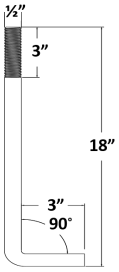
Direct Bury Extension



Single and Double Sided Field Rotatable Banner Arm



Anchor Bolt Details



(4) 1/2” Galvanized Steel L-Type Anchor Bolts
(8) 1/2” Galvanized Steel Hex Nuts
(8) 1/2” Galvanized Steel Flat Washers
(8) 3/4” Galvanized Steel Flat Washers

Ordering Guide

	Pole/Shaft Style		Height		Tenon		Accessory		GFCI Orientation		GFCI Placement		Finish
EXAMPLE	GP34	–	14	/	Leave blank for standard	/	GFCI	–	BOT	–	180	/	BT
	GP33		08		TNS54		GFCI		TOP		0		BK
	GP34	–	10		TNF54				BOT		90		BT
	GP35		12		LT						180		SB
	GP36		14								270		GN
													Premium Finishes
													WH, CV, GV, CF
	Required				Optional								Choose Finish



CSXW LED
LED Wall Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

CONTOUR SERIES

Introduction

The Contour® Series luminaires offer traditional square dayforms with softened edges for a versatile look that complements many applications.

The CSXW LED combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing 100-400W metal halide in wall-mounted applications with typical energy savings of 80% and expected service life of over 100,000 hours.

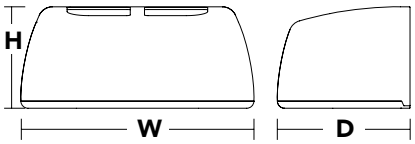
Specifications

Height: 7-1/8" *(29.2 cm)*

Width: 16-3/8" *(41.6cm)*

Depth: 9-5/16" *(23.6 cm)*

Weight (max): 30 lbs *(13.6 kg)*

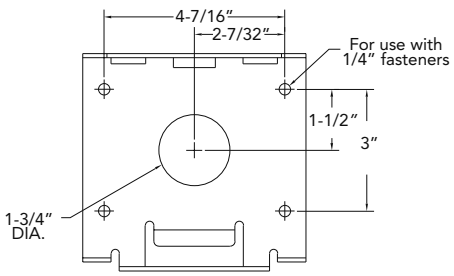


Ordering Information

EXAMPLE: CSXW LED 30C 700 40K T3M MVOLT DDBXD

CSXW LED								
Series	**LEDs**	**Drive current**	**Color temperature**[1]	**Distribution**	**Voltage**	**Mounting**	**Options**	**Finish** *(required)*
CSXW LED	**30C** 30 LEDs	**700** 700 mA **1000** 1000 mA	**40K** 4000K **50K** 5000K	**T2M** Type II, medium **T3M** Type III, medium **T4M** Type IV, medium **TFTM** Type forward throw, medium	**MVOLT**[2] **120**[2] **208**[2] **240**[2] **277**[2] **347**[3] **480**[3]	**Shipped included** (blank) Surface mount **Shipped separately** **BBW** Surface-mounted back box (for conduit entry)[4]	**Shipped installed** **PE** Photoelectric cell, button type[5,6] **DMG** 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) **SF** Single fuse (120, 277, 347V)[7] **DF** Double fuse (208, 240, 480V)[7] **Shipped separately**[4] **VG** Vandal guard	**DDBXD** Dark bronze **DBLXD** Black **DNAXD** Natural aluminum **DWHXD** White **DDBTXD** Textured dark bronze **DBLBXD** Textured black **DNATXD** Textured natural aluminum **DWHGXD** Textured white

Mounting Detail



Accessories

Ordered and shipped separately.

CSXWBBW DDBXD U	Back box accessory (specify finish)
CSXWVG U	Vandal guard accessory

NOTES

1. Configured with 4000K (/40K) provides the shortest lead times. Consult factory for 5000K (/50K) lead times.
2. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options) or photocontrol (PE option).
3. Available with 700 mA options only (30C 700).
4. Also available as a separate accessory; see Accessories information at left.
5. Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option.
6. Must be ordered with fixture; cannot be field installed.
7. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.

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Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	Performance Package	System Watts	Dist. Type	40K					50K				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
30C	700 mA	30C 700 --K	69W	T2M	7,561	2	0	2	110	7,608	2	0	2	110
				T3M	7,981	2	0	2	116	8,031	2	0	2	116
				T4M	7,924	1	0	2	115	7,973	2	0	2	116
				TFTM	8,083	1	0	2	117	8,134	1	0	2	118
	1000 mA	30C 1000 --K	104W	T2M	11,321	2	0	2	109	10,422	2	0	2	100
				T3M	11,528	2	0	2	111	11,001	2	0	2	106
				T4M	11,735	2	0	2	113	10,922	2	0	2	105
				TFTM	11,942	2	0	2	115	11,142	2	0	2	107

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	**77°F**	**1.00**
30°C	86°F	1.00
40°C	104°F	0.99

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **CSXW LED** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.94	0.91	0.85

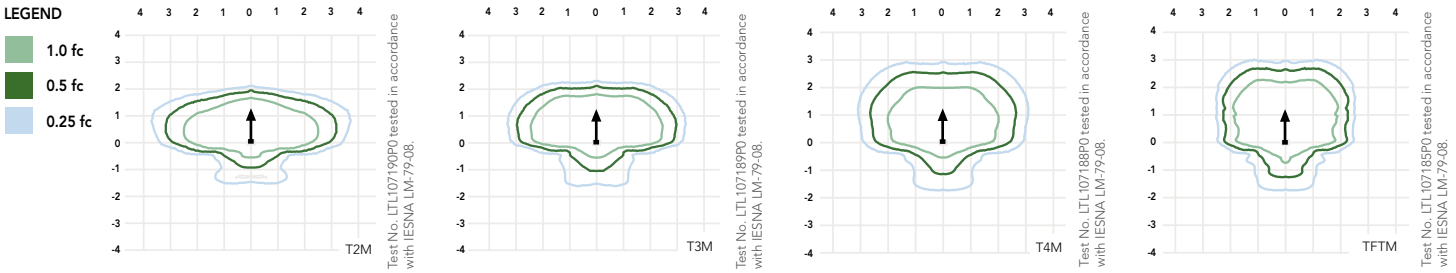
Electrical Load

Number of LEDs	Drive Current (mA)	System Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
30C	700	69W	0.695	0.412	0.367	0.331	0.247	0.186
	1000	104W	1.034	0.599	0.528	0.472	0.382	0.302

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's CSXW homepage.

Isofootcandle plots for the CSXW LED 30C 1000 40K. Distances are in units of mounting height (20').



FEATURES & SPECIFICATIONS

INTENDED USE
The Contour Series Wall LED luminaire is ideal for commercial building mounted applications from over-the-door to 20 ft mounting heights.

CONSTRUCTION
Rugged, die-cast, single-piece aluminum housing. Unique flow-through design for optimized thermal management. Modularity allows for ease of maintenance and potential for future system upgrades. Metallic screen covers the top of the housing, preventing debris build-up while allowing for air flow. Housing is completely sealed against moisture and environmental contaminants.

FINISH
Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS
Precision-molded acrylic lenses provide optimal luminaire spacing and improved uniformity. Lenses are indexed to the circuit board to ensure consistent optical alignment and delivering repeatable photometric performance. Light engines are available in standard 4000K (70 CRI) or optional 5000K (67 CRI) configurations. The CSXW has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL
Light engine consists of 30 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (100,000 hrs at 40°C, L70). Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION
Universal mounting mechanism with integral mounting support allows fixture to hinge down. Bubble level provides correct alignment with every installation.

LISTINGS
CSA Certified to U.S. and Canadian standards. Rated for -40°C minimum ambient. Light engine is IP66 rated. Luminaire is IP65 rated.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY
5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing and Transitioning.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	
APPLICANT:	Staff

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
Yes

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend the City Council make a motion to approve the code amendment to EMMC Chapters 16.35 and 17.60 as presented (or with minor changes as agreed upon at the meeting).

BACKGROUND:
The City's development code includes standards for fencing based on the type of use as well as requirements for fencing along certain roadway types. Questions have been raised as the the specifics of the standards and how to better improve the standards to ensure the fencing utilized in development projects are appropriate and can stand the test of time.

The Planning Commission held a public hearing on this request on October 13, 2020. The public hearing was opened and closed at that time. The request was tabled for minor edits to the code amendment. Those edits included:

- Increasing the allowed fence height to eight feet (8') for commercial fencing (EMMC 17.60.120(D))
- Requiring that chain link fencing for detached residential be screened with a solid fence/wall so as not to be viewable from a street (EMMC 17.60.130(A))
- Identifying a separate, less costly "durable quality" standard for industrial privacy fencing (EMMC 16.35.090).

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid of reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

At the November 10, 2020, meeting, the Planning Commission unanimously voted (4-0, 1 absent) to recommend approval of the code amendments as presented.

ATTACHMENTS:

ORD--EMMC 16.35 & 17.60 Related to Fencing

16.35 Development Standards for Required Public Facilities - PROPOSED

17.60 Landscaping, Buffering, Fencing and Transitioning - PROPOSED

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTERS 16.35 DEVELOPMENT STANDARDS FOR REQUIRED PUBLIC FACILITES AND 17.60 LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing and Transitioning, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 16.35 Development Standards for Required Public Facilities and 17.60 Landscaping, Buffering, Fencing, and Transitioning.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____ .

Exhibit A

Chapter 16.35
Development Standards for Required Public Facilities

16.35.090 Privacy fencing.

Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear or side lot lines of all lots with a rear or side lot line abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council shall be authorized to require a specific material and color for the fencing in a development agreement.

Business Park, Commercial, Commercial Storage, and Industrial developments shall install privacy fencing of consistent height (no less than six feet (6')), material and color, and of durable quality along the rear and/or side lot lines that abut an arterial or collector road right-of-way, existing or designated in the city's future transportation plan. Applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council may require a specific material and color for the fencing in a site plan or master development agreement.

"Durable quality" shall mean fencing of stone, masonry, or decorative concrete~~, or wood-alternative composite material. Wood fencing (with six-inch by six-inch posts) may be permitted if an HOA enters into a maintenance agreement to keep the fence in good repair~~. Vinyl, wood alternative composite material, and wood fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road. For Industrial developments, "durable quality" shall include chain link fencing that complies with EMMC 17.60.130. [Ord. O-06-2017 § 2 (Exh. A); Ord. O-17-2010 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.9); Ord. O-07-2006 § 2 (Exh. 1 § 7.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.9)].

Chapter 17.60
Landscaping, Buffering, Fencing and Transitioning

17.60.120 General fencing provisions.

The following fencing provisions shall be adhered to:

A. Property Lines. Property owners should only install fencing on their property. If the property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

B. Residential Fence Height. No residential sight-obscuring fence shall be higher than four feet (4') between the front wall of the home and the street. Residential fencing cannot exceed six feet (6') in height.

C. Residential Alley Fencing. Fences along alleys or residential service drives may be no higher than six feet (6') and must follow the clear vision triangle regulations (see Diagram 17.60.170(c)).

D. Commercial Fence Height. Fencing in commercial areas shall not exceed ~~six~~ eight feet (8') in height. See EMMC 17.60.130 for chain link fencing regulations.

E. Industrial Fence Height. Fencing in industrial areas shall not exceed eight feet (8') in height. See EMMC 17.60.130 for chain link fencing regulations.

F. Miscellaneous Properties/Uses. Fencing height and setbacks for other uses shall be determined by the planning director based on compatibility with the neighborhood and adjacent uses. Security fencing for public facilities, such as power substations, may exceed height and material restrictions, based on compatibility and safety.

G. Public View. Finished side slats shall be on the street side or public view side of the fence railing.

H. Fire Hydrants and Utility Boxes. Fire hydrants and utility boxes shall not be fenced into a yard. A three-foot clear space shall be maintained around the circumference of all fire hydrants and utility boxes. Some utility boxes are not visible above ground. Blue Stakes should always be contacted and appropriate staking/marking should occur prior to installing a fence.

I. Retaining Walls. Retaining walls that are over four feet (4') in height shall obtain a building permit in accordance with the International Building Code or the International Residential Code. All retaining walls shall comply with hillside site development standards found in Chapter 15.80 EMMC.

J. Sport Courts. Fencing for sport courts (tennis, basketball, etc.) may be chain link, and is exempt from the height restrictions of this chapter. Sport court fencing may not be used as exterior property-line fencing.

K. Public Utility Easement. Fencing may be installed over a public utility easement, but retaining walls shall not.

L. Meters. Fencing shall not obstruct access to gas and electric meters. If meters are in a fenced area, there must be an unlocked entrance to access these meters.

M. Clear Vision Triangles. All clear vision triangles as described in this chapter shall be preserved. Diagram 17.60.170(c), Alleyway Fencing, also gives additional information for maintaining the clear vision triangles with fencing. All property owners shall maintain a clear vision triangle for neighboring driveways as depicted in Diagram 17.60.170(a).

N. Barbed Wire. Barbed wire or wire fences shall be allowed only in conjunction with approved animal uses, unless otherwise approved by the planning commission.

O. Razor Fences. Razor fences shall be prohibited.

~~O~~P. Additional Restrictions. Many of the covenants, conditions, and restrictions (CC&Rs) recorded with property contain restrictions on fencing. Property owners shall refer to these standards and discuss the proposed fencing with appropriate architectural review committee, as applicable, prior to installation.

~~P~~Q. Refuse Areas. All refuse areas shall be screened by approved solid fencing materials. Chain link fences and fencing with vinyl slats are prohibited.

~~Q~~R. Collector and Arterial Fencing. All fencing adjacent to a collector or arterial road shall comply with standards in EMMC 16.35.090, Privacy fencing.

~~R~~S. Collector and Arterial Fencing Standards. It shall be the responsibility of the property owner and/or developer to build and the responsibility of the property owner or HOA to maintain at their own expense a wall or fence consistent with the standards found in this chapter and EMMC 16.35.090 for side and rear property lines along collector and arterial roadways.

1. Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing consistent with the Eagle Mountain collector and arterial fencing standards found in this title and EMMC 16.35.090 along the rear and/or side lot lines abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.

2. Commercial or industrial developments with rear or side lot lines abutting an arterial or collector road right-of-way shall install privacy fencing or a privacy wall of consistent height (no less than six feet (6')), material, color, and durable quality as defined by EMMC 16.35.090. Developer applicants are required to install privacy fencing prior to a final inspection for the project. The city council shall be authorized to require a specific material and color for the fencing/wall in a site plan approval. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.

3. Residential Arterial and Collector Road Fencing Standards. All arterial and collector road residential fencing shall be built with a durable quality fence/wall as defined by EMMC 16.35.090. Acceptable material and design examples are outlined in EMMC 17.160.110(B).~~:~~

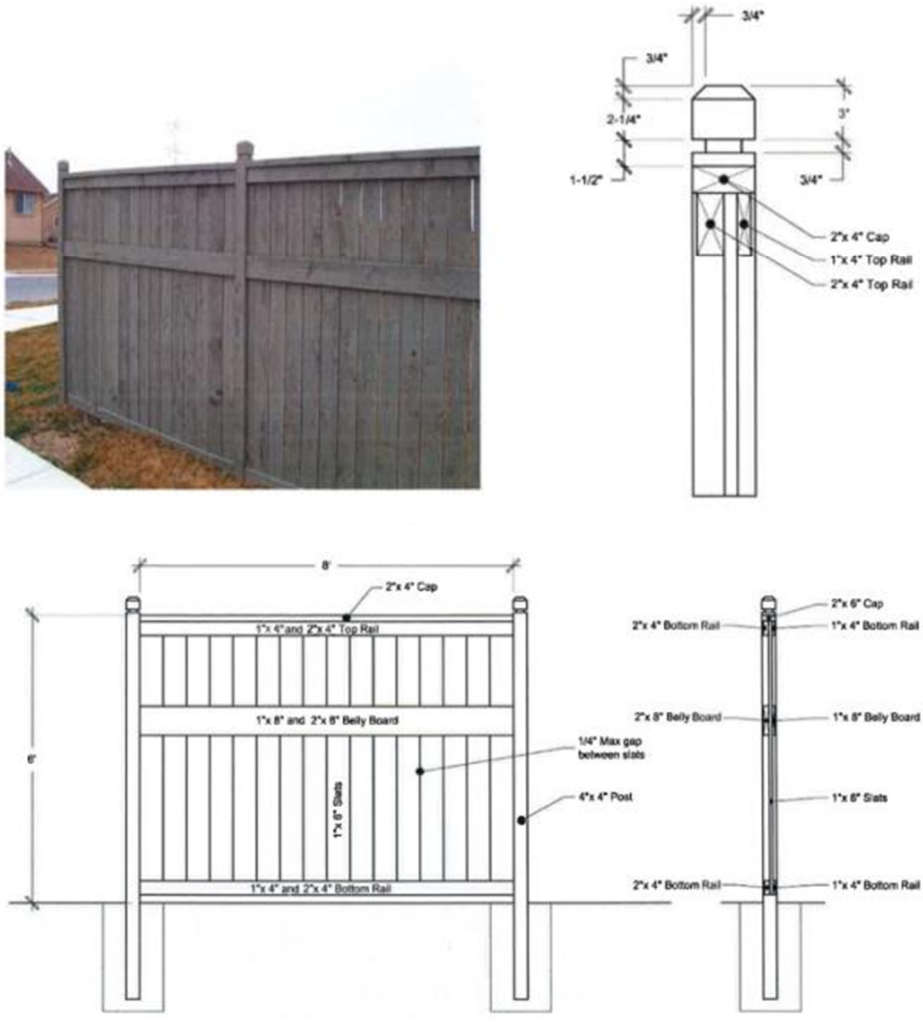
a. Six-inch by six-inch cedar posts that are crowned and routed on top;

b. One-inch by four-inch and two-inch by four-inch nailer board on the top and bottom of fence;

c. Two-inch by four-inch cap board on top;

d. One-inch by six-inch slats;

e. One-inch by eight-inch and two-inch by eight-inch nailer board 30 inches below top of fence.



4. Alternative Standards. Residential developers may propose alternative standards for arterial and collector road fencing within their project to be approved by the Eagle Mountain city council. Any alternative standard fencing shall be for a durable quality fence/wall as defined by EMMC 16.35.090. Adopted alternative standards and the neighborhoods to which they apply shall be

~~added to this title.~~

~~5.~~4. Nonconforming existing fencing may be maintained in current styles and configurations as legal nonconforming fencing. Legal nonconforming fencing that becomes damaged or destroyed may be rebuilt or repaired within six months of the damage occurring without having to comply with this standard. Existing homes or lots without fencing shall also be classified as legal nonconforming and thus not required to install fencing. [Ord. O-22-2018 § 2 (Exh. A); Ord. O-18-2017 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.12); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.12)].

17.60.130 Chain link fencing.

Chain link fencing is prohibited as a residential perimeter fence~~permitted when the recorded covenants, conditions, and restrictions of the property do not prohibit its use~~. Chain link fencing for non-residential projects shall comply with the following standards noted below and depicted in Diagram 17.60.170(b), Chain Link Fencing.

A. Detached Residential. Chain link fencing may be used as an animal enclosure. Chain link fence height shall not exceed ~~four~~ six feet (6') in height and is permissible in rear ~~yards~~ and ~~in~~ side yards only~~, as long as no part of the fence is closer to the street than the front wall (or in the case of a corner lot, the side wall) of the home, excluding porches~~. Chain link fencing shall be screened from view of a street by a solid fence or wall.

B. Commercial and Multifamily. Chain link fencing is prohibited in all commercial and multifamily developments.

C. Industrial. Chain link fencing in industrial areas shall not exceed eight feet (8') in height, and shall be permissible no closer than the front wall of the building (or in the case of a corner lot, the side wall of the building). Where chain link fencing is visible from the street or parking, additional landscaping shall be established. All chain link fencing in industrial areas shall be vinyl-coated. The planning commission or city council can require a solid screen fence other than chain link to screen outdoor storage or similar uses.

D. A top rail bar is required on all chain link fencing.

E. Slats are not allowed.

F. Fencing may not obstruct traffic visibility on corner lots.

G. Fences must meet all other standards for fence construction in the development code.

H. Fencing must be constructed with the open cut of fence mesh down to the ground. [Ord. O-05-2008 § 2 (Exh. A § 12.13); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.13)].

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**		
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 16.10 Master Development Plans.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
Yes

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
We recommend that the City Council make a motion to approve the proposed code amendment to EMMC Chapter 16.10 as presented (or with minor changes agreed upon at the meeting).

BACKGROUND:
The Planning Commission and City Council have sought to revise and update the requirements for master development plans and agreements based on previous project proposals that have been submitted to the City. The proposed amendments help to fill in some of the questions and process flow that have been identified over the years. Additionally, the amendment sets standards for all master development agreements going forward.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:
Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on the code

amendment at their meeting on September 22, 2020. The Commission unanimously recommends approval of the code amendment to City Council.

ATTACHMENTS:

ORD--EMMC 16.10 Master Development Plans
16.10 Master Development Plans - CLEAN
16.10 Master Development Plans - REDLINES

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 16.10 MASTER DEVELOPMENT PLANS

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 16.10 Master Development Plans, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 16.10 Master Development Plans.

2. The amendment described in Exhibit A is hereby approved.

3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____ .

Exhibit A

Chapter 16.10
Master Developments

16.10.010 Purpose.

This chapter establishes the requirements and review and approval processes for master developments. As a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing the required public investments and benefits for the development and community.

16.10.020 Master development approval required.

Master development approvals are required for any development project that meets the criteria below. Master developments require the approval of a master development plan (MDP) and master development agreement (MDA).

A. Projects in Excess of 50 Acres. A master development approval shall be required for any development in excess of 50 acres in size.

B. Projects in Excess of 200 Acres. Any proposed development of more than 200 acres in size must divide the project into separate master development applications of 200 acres or less. A master development approval may be granted, based on the criteria outlined in this chapter, in a phased approach in order to ensure adequate build out within the defined timeframe and benchmarks of an approved MDA before approving additional master developments of the larger project.

C. Property Ownership. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development applications.

D. Annexations. A master development approval is required for property that is in excess of 50 acres and is pending annexation into the corporate boundaries of the city for the purposes of immediate development. This requirement may be waived by the City Council if they determine that the project does not include off-site infrastructure and/or includes only one proposed zoning district for development. Land that is not intended for immediate development may be annexed into the city and shall be zoned as Agriculture and may be proposed for development through a master development approval process at a later date.

E. City Council Discretion. The City Council may require a master development application and approval for any development within the city. That criteria may include, but is not limited to: off-site infrastructure, more than one zoning district, ridgelines, unique open space, or potential impacts to other properties.

16.10.030 General considerations.

The following general considerations apply to all proposed master developments:

A. Zoning Districts. A master development proposal is a rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for all land within the master development. An application for a master development shall be processed as an application for a rezone request pursuant to EMMC 17.90.

B. General Plan Amendments. If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current Future Land Use & Transportation Corridors Map, the application shall be processed as an application for a Future Land Use & Transportation Corridors Map Amendment.

C. Master Development Plan. As outlined in this chapter, the application materials act as the MDP and guiding documents for the proposed development of the property. As the MDP is finalized through the review and approval process, the MDP will be used as a basis for the MDA.

D. Master Development Agreement. An MDA will be executed between the applicant and City to specify the land uses, zoning, traffic circulation, public and private funding obligations, construction of public and private infrastructure and amenities such as trails and parks, impact fees or other development credits and obligations, off-site utility construction, excavation material processing, allowed earth removal methods, and phasing of the master development.

16.10.040 Application.

Property owners or their duly authorized agent shall make application for a master development to the planning department. A complete master development application includes the application form, all elements listed in this section below, and the application fee. Incomplete applications shall not be processed.

A. Supporting Materials. All master development applications shall contain, at a minimum, the following information:

1. Legal Description. A legal description of the property.
2. Vicinity Map. A vicinity map showing the approximate location of the subject property with relation to the other major areas of the city.
3. Traffic Plan. A plan showing the primary street layout, street construction phasing, and detailed traffic study prepared by a traffic engineer. Roadways included in the city's current transportation plan within one-quarter mile of the project as well as within the project must be included in the traffic plan.
4. Fee. The application fee required by the current consolidated fee schedule approved by the City Council and public notice fee (to be calculated and paid prior to the first public meeting).
5. Project Team. A list of project team members including licensed professionals (engineers, landscape architects, etc.) directly involved in the project that shall be available during presentations to the Planning Commission and City Council.

B. Land Use Plan. Master development applications shall include a land use plan that identifies the following:

1. Existing Conditions. A map showing the current zoning designations including all existing zoning and zoning overlay districts on the property along with existing physical characteristics of the site including waterways, natural washes, historical sites and features, areas with greater than 25% slopes, geological information, fault lines, general soil data, and contour data at two-foot intervals.

2. Compatibility Statement. A statement explaining how the proposed development is compatible with surrounding land uses and other areas of the city and how internal compatibility will be maintained.

3. Environmental Impact Report. An environmental impact report detailing potential impacts of the proposal on existing vegetation and wildlife, watercourses, sources of water, waste generation, noise, etc. Sensitive lands, historical sites, and endangered plants should be identified.

4. Proposed Land Use and Zoning Map. A map with details of the proposed development indicating the:

    a. General development pattern – Phasing shall generally begin near existing roads and infrastructure and then move towards undeveloped areas;

    b. Land uses – This shall include roads, water retention/detention, open spaces, parks and recreation, trails;

    c. Proposed zoning districts – All proposed zoning districts shall be identified on a project map. The zoning districts are not required to be in a grid/box format and are encouraged to follow natural contours and progression of development transitioning according to EMMC 17.60; and

    d. Any other important elements of the project.

5. Parks, Open Space, and Trails Plan. A plan indicating how the proposed master development will comply with the City's current Parks, Trails, and Open Space Master Plan. If any parks, open space, and/or trails will be developed in phases, the proposed phasing shall be outlined.

C. Utility Plans. Master development applications shall include the following utility plans:

1. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan showing roadways, drainage ways, vegetation, and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.

    a. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

    b. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

    c. A description of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

d. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils, greases, and other pollutants are separated from storm water.

2. Infrastructure Map. A map showing the existing and proposed infrastructure including roadways, utility locations and capabilities, and the estimated impacts of the master development on all public utilities including potable water, irrigation water, wastewater, transportation, fire protection, and solid waste.

D. Infrastructure Funding Analysis. An infrastructure financing report describing in reasonable planning-level detail the cost of all infrastructure required to serve the area of the proposed development. Engineering estimates of construction costs, based upon recent expenses incurred for similar facilities in the area, may be used. The financial element may suggest the use of special improvement districts with privately funded reserve funds or the use of other financial methods requiring the cooperation of the City or the use of public finance authorization legally and practically available to the City. The plan shall include the use of property collateral of the development applicant to assure the City that the proposal will not unduly burden the City, adjoining property owners who will not voluntarily participate in the project, or other property owners in the city. The plan must show that the required infrastructure can be provided by the applicant or jointly by the City and the applicant using the funding provided by the applicant sponsored by publicly authorized financial methods proposed in the plan.

16.10.050 Waivers.

An applicant may request in writing a waiver of specific required elements of a master development application or waiver from requirement of a master development approval.

A. Waiver for Elements of the Application.

1. At the time an application is submitted, the applicant must include a written request of any item they seek to not include or create as part of their application. The request shall include a brief description as to why the element does not apply to the proposed project.

2. During the review process as outlined in EMMC 16.10.060, the Planning Commission and City Council will review the request for the waiver along with the other submitted materials. The City Council may approve the request for the waiver, or if denied, the applicant will then be required to submit the outstanding materials which then will require review following the process outlined in EMMC 16.10.060.

B. Waiver of Requirement for Master Development Approval.

1. Upon submission of a written request to waive the requirement for master development approval, the Planning Commission will hold a public hearing to review the request. The Planning Commission will then make a recommendation to the City Council.

2. The City Council will hold a public hearing to review the waiver request and take final action to approve, amend, or reject the waiver request.

C. Criteria to Approve a Request for Waiver. The City Council may approve a request for waiver of either items listed above upon finding of one or more of the following:

1. The project's concept plan review (pursuant to EMMC 16.15) received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements;
2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);
3. The project involves limited development requirements for infrastructure; or
4. The strict application of EMMC 16.10 would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or pre-existing easement restrictions.

16.10.060 Review and approval process.

Upon completion of a concept plan review pursuant to EMMC 16.15, an applicant may file a master development application following the requirements of EMMC 16.10.040. The master development application shall not be construed as an absolute right upon submission and does not require the approval body to take action based upon findings of fact. The master development is not valid and approved until the MDA is executed.

The City shall review the application in accordance with the following procedure:

A. Development Review Committee. Upon receipt of a complete master development application, a staff review by the Development Review Committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

B. Planning Commission Review. Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the Planning Commission. The Planning Commission shall conclude their hearing with a recommendation of action to the City Council.

C. City Council Review. Upon completion of the Planning Commission review process, the City Council shall conduct a public hearing on the application.

1. If the City Council approves the MDP, the process will move forward to an MDA.
2. If the City Council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the City Council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.

D. Master Development Agreement. An initial agreement shall be drafted by the City. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public

meeting held by the Planning Commission which will provide a recommendation to the City Council. The agreement review will conclude with a public meeting by the City Council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the City Council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080.

16.10.070 Criteria for approval of MDPs.

A master development application shall be evaluated using the following criteria. The Planning Commission and City Council will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for development suitable for the intended development? Does the application restrict development from areas with a slope greater than 25%?

2. Natural Hazards. Can the proposed development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?

3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?

4. Protection of Natural Channels and Ridgelines. Will the proposed development be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in EMMC 17.62, where applicable?

5. Flooding. Will the proposed development be reasonably safe from flooding, including alluvial fan flooding?

6. Soil Characteristics. Is the soil in each area designated for development generally suitable for that development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed development be adequately served by existing and proposed utilities for the project area?

2. Streets. Does the street plan comply with the Transportation Master Plan? Can the proposed development be adequately served by the City's Transportation Master Plan and the project's proposed local streets?

3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the applicant to convey water rights to the City based on the development need, including both the building lots and common improved open space?

C. Criteria Related to Compatibility.

1. Compatible Development – Adjacent Parcels. Will the proposed development be reasonably compatible with existing or vested uses on adjoining lands? Is the proposed plan consistent with the City's Future Land Use Map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160.
2. Compatible Zones and Transitions – Internal Parcels. Will the proposed zones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? Does the placement of proposed uses help buffer potentially incompatible uses from one another?

D. Criteria Related to Design.

1. Open Space.
    a. Does the proposed development include the improved open space required by this title?
    b. Does the proposed pattern of development attempt to make effective use of the open space?
    c. Does the development incorporate trails, parks, and other open spaces included in the City's Parks, Trails, and Open Space Master Plan?
    d. Does the plan attempt to combine open spaces into larger more usable parks and open spaces?
2. Public Facilities. Does the proposed development include land designated for public uses including churches, schools, community centers, etc.?

16.10.080 Criteria for approval of MDAs.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development. The MDA shall be a standard template originated by the City and modified as needed through the review process.

A. Development Rights and Responsibilities. The MDA shall include the approved development rights of the project and responsible parties for completion of project elements including but not limited to:

1. Vesting granted to the property;
2. Phasing of the development;
3. Construction and maintenance of public improvements;
4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property; and
5. Any other conditions or methodologies necessary for the master development's buildout.

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat;
2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work;
3. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion; and
4. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion.

C. Expiration of the Master Development. Master development approvals shall expire six (6) months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA; and
2. Not extend longer than six (6) years from the signing of the agreement.

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's Future Land Use Map, Master Transportation Plan, and General Plan documents.

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval.

16.10.090 Master development amendments.

A. Amendments. After a master development is approved and prior to completion of the full build out of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);
2. Require a rezoning of property;
3. Require an amendment to the General Plan's Future Land Use Map and/or Transportation Plan;
4. Require a plat amendment; or
5. Alter the timing of benchmarks or other terms in the MDA.

B. Amendment Review and Approval Process.

1. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC 16.10.040, but will only require documents that are directly related to the particular amendment request.
2. Review. A review of the amendment request will follow EMMC 16.10.060.
3. Action. The City Council shall take the final action on the amendment request.

16.10.100 Expirations and extensions of approvals.

A. Expiration of Approval. A master development approval shall be determined to have expired when:

1. The MDA failed to be signed by both the City and the applicant(s); or

2. The term of the agreement has expired based on the set time limit.

B. Extensions of Time. It is the responsibility of the applicant to request an extension of time prior to the MDA expiration. An extension of time may be requested with the following requirements:

1. A written, signed request for the extension shall be received by the planning department at least three (3) months prior to the expiration date of the project.

2. The request shall specify any progress made on the project's MDA benchmarks and conditions of approval, the reason(s) for the extension request, and any supporting documentation.

C. Criteria for Approving Extensions of Time. The Planning Commission shall take final action on an extension of time request. The Planning Commission may approve up to two (2) two-year extensions of time to a master development that meets the following criteria:

1. The applicant has demonstrated a good faith effort to initiate the project by completing any applicable conditions and benchmarks; or

2. The extension is necessary due to a delay in action by the City or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration.

D. Appeals. An appeal of the Planning Commission's final action on an extension of time request shall be submitted to the City Recorder's Office within fifteen (15) days of the date of the decision. The appeal will be considered by the City Council. An appeal of the City Council's appeal decision shall be made to the district court within thirty (30) days of the City Council's decision.

Chapter 16.10
Master Development ~~Plans~~

16.10.010 ~~What this chapter does~~Purpose.

This chapter establishes the requirements and review and approval processes for master developments ~~plans, master development plan agreements and required information to be submitted. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.1)]~~. As a growing city, master developments provide the community a way to better understand, plan for, and approve large development areas. Master developments help to ensure that these projects relate well to surrounding uses while also establishing public investments and benefits for the development and community.

~~16.10.020 Purpose.~~

~~Development of large tracts of land requires careful, detailed, and well-informed coordinated land use planning and additional planning, design and funding by or on behalf of the city for roads, water, sewer, dry utility infrastructure, parks and other kinds of public facilities and services to serve the public interest. It also involves major investments in land and infrastructure, which often take place before it is feasible for a developer to file an application specific enough to obtain development approval for a subdivision, site plan, building permit, etc. There are essentially three components that comprise the master development plan process: a land use plan, a utility plan, and an economic analysis. Dependent upon the location of existing utilities and project size, the master development plan process may require all three plans to be reviewed and approved simultaneously.~~

~~A. Land Use Plan – Zoning Districts. Approval of a land use and zoning plan for a specified geographic area that is being proposed for development;~~

~~B. Utility Plan – Required Infrastructure. All off-site utilities and other public infrastructure that will be required to be installed in order to service the proposed development, including an estimated demand on all city utility systems;~~

~~C. Economic Analysis – Funding Mechanisms. Funding mechanisms to provide for all off-site utilities and other public infrastructure. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.2)].~~

16.10.~~030~~ 020 Master development ~~plans~~ approval required.

Master development approvals are required for any development project that meets the criteria below. Master developments require the approval of a master development plan (MDP) and master development agreement (MDA).

A. ~~Parcel~~ Projects in Excess of ~~160~~ 50 Acres. A master development approval ~~plan containing a land use plan, utility plan, and economic analysis~~ shall be required of any development ~~that is~~ in excess of ~~160~~ 50 acres in size ~~or which has a gross density of 5.21 dwelling units per acre or higher. Property that is proposed for development and contiguous to other parcels that are all held in common ownership shall be considered the same property for the purpose of this requirement. In such cases where multiple~~

~~property owners of contiguous land propose development together, such parcels shall be considered the same property for the purpose of this requirement. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development plans.~~

B. Projects in Excess of 200 Acres. Any proposed development of more than 200 acres in size must divide the project into separate master development applications of 200 acres or less. A master development approval may be granted, based on the criteria outlined in this chapter, in a phased approach in order to ensure adequate build out within the defined timeframe and benchmarks of an approved MDA before approving additional master developments of the larger project.

C. Property Ownership. Property shall not be divided in order to circumvent the size requirements with respect to the submittal of master development applications.

~~B~~D. Annexations. A master development ~~plan~~ approval shall be required for property that is in excess of ~~160~~ 50 acres and is pending annexation into the corporate boundaries of the city for the purposes of immediate development. This requirement may be waived by the City Council if they determine that the project does not include off-site infrastructure and/or includes only one proposed zoning district for development. Land that is ~~in excess of 160 acres~~not intended for immediate development may be annexed into the city and shall be zoned as ~~agricultural~~ Agriculture and may be proposed for development through a master development ~~plan required upon the development of the property~~approval process at a later date.

~~C~~E. City Council Discretion. ~~Notwithstanding the requirement for a master development plan for parcels in excess of 160 acres, t~~The ~~city~~ City ~~council~~ Council may require~~, at its discretion,~~ a master development ~~plan~~ application and approval for any development within the city. That criteria may include, but is not limited to: off-site infrastructure, more than one zoning district, ridgelines, unique open space, or potential impacts to other properties. ~~In certain cases, the planning commission may recommend that the city council waive the land use plan, utility plan, or economic analysis of the master development plan process depending upon the size of the parcel and location of the property to existing utilities. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.3)].~~

16.10.~~040~~ 030 General considerations.

The following general considerations apply to all proposed master developments ~~plans~~:

A. ~~Densities and~~ Zoning Districts. ~~In granting approval of a master development plan, the city allows a developer or owner to vest the right to a specified use, or range of uses, and density, or range of densities, within a specified area.~~ A master development ~~plan~~ proposal is a ~~zoning change~~rezone request and must contain specific proposed zoning districts and site use designations authorized by EMMC Title 17 for ~~each proposed major phase of the proposed master development plan and~~ all land within the ~~plan area~~master development. An application for a master development shall be processed as an application for a rezone request pursuant to EMMC 17.90.

B. ~~Zoning Map and~~ General Plan Amendments. If the proposed zoning, land uses, and/or major roads in the master development do not comply with the current Future Land Use & Transportation Corridors Map, the application shall be processed as an application for a Future Land Use & Transportation Corridors Map Amendment.~~An application for approval of a master development plan shall be~~

~~processed as an application for a zoning map amendment and general plan future land use plan and transportation corridor map amendment if necessary.~~

C. Master Development Plan. As outlined in this chapter, the application materials act as the MDP and guiding documents for the proposed development of the property. As the MDP is finalized through the review and approval process, the MDP will be used as a basis for the MDA.~~C. Licensed Professionals. Every master development plan, including all phases of future development, shall have professionally licensed engineers, landscape architects, and other design professionals directly involved in the project that shall be available during presentations to the planning commission and the city council. Review of applications for the approval of master development plans shall be guided by the criteria established in this title.~~

~~D. Development Approvals. Approval of a master development plan does not constitute approval to proceed with development. A developer is required to obtain subdivision and development approvals required by this title and other city ordinances. Separate permits or approvals are required to grade property, excavate, install utilities, subdivide or otherwise improve property as dictated by state statutes and the city's ordinances.~~

~~E~~D. Master Development Agreement. ~~Creation of a development agreement that identifies land uses, zoning, residential densities, nonresidential land uses, public and private funding obligations, construction of public and private amenities, impact fees or other development credits, bonus density systems and phasing of the development shall be executed upon approval of the master development plan. [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.4)].~~ An MDA will be executed between the applicant and City to specify the land uses, zoning, traffic circulation, public and private funding obligations, construction of public and private infrastructure and amenities such as trails and parks, impact fees or other development credits and obligations, off-site utility construction, excavation material processing, allowed earth removal methods, and phasing of the master development.

16.10.~~050~~ 040 Application.

Property owners or their duly authorized agent shall make application for a master development ~~plan on forms prepared by the planning director~~to the planning department. A complete master development application includes the application form, all elements listed in this section below, and the application fee.~~No master development plan application shall be processed without the submission of the application, all the supporting materials required by this chapter, and the processing fee.~~ Incomplete applications shall not be processed ~~under any circumstance~~.

A. Supporting Materials. All master development ~~plan~~ applications shall contain, at a minimum, the following information:~~. The number of hard copies and electronic copies, as well as the appropriate format of each, will be determined by the planning director.~~

1. Legal Description. A legal description of the property.
2. Vicinity Map. A vicinity map showing the approximate location of the subject ~~parcel~~ property with relation to the other major areas of the city.
3. Traffic Plan. A plan showing the major street layout, street construction phasing, ~~with~~ and detailed traffic study prepared by a traffic engineer. Roadways included in the city's current

transportation plan within one-quarter mile of the project as well as within the project must be included in the traffic plan.

~~4. Public Notice. Addressed and stamped envelopes (the city's address will be the return addresses on the envelopes) of all property owners located within 600 feet of the proposed master development plan area (including a minimum of at least 25 adjacent property owners).~~

4. Fee. The ~~processing~~ application fee required by the current consolidated fee schedule approved by the ~~city~~ City ~~council~~Council and public notice fee (to be calculated and paid prior to the first public meeting).

5. Project Team. A list of project team members including licensed professionals (engineers, landscape architects, etc.) directly involved in the project that shall be available during presentations to the Planning Commission and City Council.

B. Land Use Plan. Master development ~~plans~~ applications ~~that are required to submit~~shall include a land use plan ~~shall submit the following in addition to the items identified in subsection A of this section~~that identifies the following:

1. Existing Conditions. A map showing the current zoning designations including all existing zoning and zoning overlay districts on the property along with existing physical characteristics of the site including waterways, natural washes, historical sites and features, areas with greater than 25% slope, geological information, fault lines, general soil data, and contour data at two-foot intervals.

2. Compatibility Statements. A statement explaining how the proposed development is compatible with surrounding land uses and other areas of the city and how internal compatibility will be maintained.

3. Environmental Impact Report. ~~Five~~ An environmental impact report~~s and an electronic copy in an acceptable format~~ detailing potential impacts of the proposal on existing vegetation and wildlife, watercourses, sources of water, waste generation, noise, etc. Sensitive lands, historical sites, and endangered plants should be identified. ~~The planning director shall establish a format for this submission and identify those areas requiring specific attention.~~

4. Proposed Land Use and Zoning Map. ~~A map together with a general description of the proposed development indicating the general development pattern, land uses, proposed densities, open spaces, parks and recreation, trails and any other important elements of the project.~~ A map with details of the proposed development indicating the:

    a. General development pattern – Phasing shall generally begin near existing roads and infrastructure and then move towards undeveloped areas;

    b. Land uses – This shall include roads, water retention/detention, open spaces, parks and recreation, trails;

    c. Proposed zoning districts – All proposed zoning districts shall be identified on a project map. The zoning districts are not required to be in a grid/box format and are

encouraged to follow natural contours and progression of development transitioning according to EMMC 17.60; and

~~4.~~d. Any other important elements of the project.

~~5. Zoning Districts. A compatibility statement that demonstrates compliance with the zoning district that exists on the subject property or the zoning district that is being proposed for the subject property.~~

~~6.~~5. Parks and Open Space Trail Plan. A plan ~~showing the maps~~ indicating how the proposed master ~~plan~~ development will comply with the ~~city's~~ City's current ~~open space, parks, trails and recreation regulations~~Parks, Trails, and Open Space Master Plan. If any parks, open space, and/or trails will be developed in phases, the proposed phasing shall be outlined.

C. Utility Plans. Master development ~~plans~~ applications ~~that require a utility plan shall submit the following items in addition to those identified in subsection A of this section~~shall include the following utility plans:

1. Grading, Drainage, and Erosion Plan. A grading, drainage, and erosion plan showing ~~the existing~~ roadways, drainage ways, vegetation, and hydrological conditions of a 10-year, 24-hour event and a 100-year, 24-hour event.

    a. The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.

    b. The subbasin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property.

    c. A ~~general discussion~~description of how the proposed system conforms to existing drainage patterns and off-site upstream drainage will be collected to protect development.

    d. The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharged into downstream waters and how oils, ~~and~~ greases, and other pollutants are separated from storm water.

2. Infrastructure Map. A map showing the existing and proposed infrastructure including ~~proposed~~ roadways, utility locations and capacities, and the estimated impacts of the ~~proposed~~ master development ~~plan~~ on all public utilities including potable water, irrigation water, wastewater, transportation, fire protection, and solid waste~~, parks and recreation demands of the proposed project~~.

D. ~~Economic~~ Infrastructure Funding Analysis. ~~Master development plans that require an economic analysis shall submit the following items in addition to those identified in subsection A of this section:~~

~~1.~~ ~~Financing Infrastructure.~~ An ~~financing~~ infrastructure financing report describing in reasonable planning-level detail the cost of all infrastructures required to serve the area of the proposed ~~plan~~development. Engineering estimates of construction costs, based upon recent expenses incurred for

similar facilities in the area, may be used. The financial element may suggest the use of special improvement districts with privately funded reserve funds or the use of other financial methods requiring the cooperation of the ~~city~~ City or the use of public finance authorization legally and practically available to the ~~city~~City. The plan shall include the use of property collateral of the development ~~proponent~~ applicant to assure the ~~city~~ City that the proposal will not unduly burden the ~~city~~City, adjoining landowners who will not voluntarily participate in the project, or other property owners in the city. The plan must show that the required infrastructure can be constructed by the developer or jointly by the city and the developer using the funding provided by the ~~developer~~ applicant sponsored by publicly authorized financial methods proposed in the plan. ~~[Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.5)].~~

16.10.050 Waivers.

An applicant may request in writing a waiver of specific required elements of a master development application or waiver from requirement of a master development approval.

A. Waiver for Elements of the Application.

1. At the time an application is submitted, the applicant must include a written request of any item they seek to not include or create as part of their application. The request shall include a brief description as to why the element does not apply to the proposed project.

2. During the review process as outlined in EMMC 16.10.060, the Planning Commission and City Council will review the request for the waiver along with the other submitted materials. The City Council may approve the request for the waiver, or if denied, the applicant will then be required to submit the outstanding materials which then will require review following the process outlined in EMMC 16.10.060.

B. Waiver of Requirement for Master Development Approval.

1. Upon submission of a written request to waive the requirement for master development approval, the Planning Commission will hold a public hearing to review the request. The Planning Commission will then make a recommendation to the City Council.

2. The City Council will hold a public hearing to review the waiver request and take final action to approve, amend, or reject the waiver request.

C. Criteria to Approve a Request for Waiver. The City Council may approve a request for waiver of either items listed above upon finding of one or more of the following:

1. The project's concept plan review (pursuant to EMMC 16.15) received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements;

2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);

3. The project involves limited development requirements for infrastructure; or

4. The strict application of EMMC 16.10 would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or pre-existing easement restrictions.

16.10.060 ~~Approval~~ Review and approval process.

Upon the completion of a concept plan pursuant to EMMC 16.15, ~~the developer shall~~an applicant may file a ~~properly completed~~ master development ~~plan~~ application following the requirements of EMMC 16.10.040. The master development ~~plan~~ application shall not be construed as an absolute right upon submission ~~of an application~~ and does not require the approval body to take action based upon findings of facts. The master development is not valid and approved until the MDA is executed.

The City shall review the application in accordance with the following procedure~~The planning commission and city council shall review and take action on proposed master development plans in accordance with the following procedure~~:

A. Development Review Committee. Upon receipt of a complete master development application, a staff review by the Development Review Committee (DRC) with the applicant will be scheduled. The review will provide initial feedback and items for revision for the applicant to take into consideration prior to the public review. Additional DRC reviews may be necessary, depending on the feedback and requested changes.

~~A~~B. Planning Commission Review. ~~Upon receipt of a complete master development plan application, the planning director shall schedule the application for a public hearing before the planning commission. The planning director shall cause all property owners within 600 feet of the boundaries of the proposed master development plan area (including a minimum of at least 25 adjacent property owners and affected entities if there be any) to be notified by first class mail of the time and place of the public hearing at least 10 days prior to the planning commission meeting. A copy of the public notice of the hearing shall also be posted in three public places (including the city offices) within the city at least 10 days prior to the hearing. The city recorder shall cause that this hearing is advertised in accordance with the requirements of any applicable state statutes.~~Upon completion of the DRC review process, the planning department shall schedule the application for a public hearing before the Planning Commission. The Planning Commission shall conclude their hearing with a recommendation of action to the City Council.

~~B~~C. City Council Review. ~~The city council, after receiving a recommendation from the planning commission, shall also conduct a public hearing. The notice requirements for this hearing are identical to the planning commission hearing.~~Upon completion of the Planning Commission review process, the City Council shall conduct a public hearing on the application.

1. If the City Council approves the MDP, the process will move forward to an MDA.

2. If the City Council denies the MDP, the applicant may apply for a master development on the property after one year from the date of denial, unless the City Council finds that there has been a substantial change in the application, circumstances, or sufficient new evidence since the disapproval of the application to merit consideration of a second application within the one-year time period. Any future application will be considered a separate application and must follow the full application and review process as outlined in this chapter.

~~C~~D. Master Development Agreement. ~~Prior to taking final action on a proposed master development plan, the city council shall also approve a master development plan agreement negotiated with the developer. This agreement shall set forth the vesting granted to the property, phasing of the development, expiration date of the agreement, timing of construction of public improvements, maintenance of improvements, and any other special conditions relating to lot design, performance standards, necessary off-site conditions or improvements, shared open space, parks, location of utilities, physical characteristics of the subject property and any other conditions or methodologies that need to be identified within the development agreement.~~An initial agreement shall be drafted by the City. Review of the agreement will take place first at the staff level. The agreement will then be reviewed at a public meeting held by the Planning Commission which will provide a recommendation to the City Council. The agreement review will conclude with a public meeting by the City Council which will then take action on the agreement and authorize staff to finalize the agreement and mayor to execute. Depending on the scale and scope of the project, the City Council may request a third-party legal review of the final agreement for compliance with local, state, and federal laws prior to executing the agreement. The agreement shall meet all requirements of EMMC 16.10.080.

~~D. Preliminary Plat Approval. An approved master development plan map may serve as a preliminary plat, allowing the project to proceed to final platting, if it provides the same level of detail as a preliminary plat with respect to each of the requirements found in Chapter 16.20 EMMC, Preliminary Plats.~~

~~The applicant shall inform the planning commission and the city council of their desire for a master development plan to serve as a preliminary plat at the time of application. [Ord. O-25-2016 § 2 (Exh. A); Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.6)].~~

16.10.070 Criteria for ~~review of master development plans~~approval of MDPs.

A ~~Master~~ master development ~~plans~~ application shall be evaluated using the following criteria. The ~~planning~~ Planning ~~commission~~ Commission and ~~city~~ City ~~council~~ Council will determine compliance with these criteria:

A. General Criteria.

1. Slope. Is the slope of each area designated for ~~a particular use or density~~development suitable for ~~that use or density~~the intended development? Does the application restrict development from areas with a slope greater than 25%?

2. Natural Hazards. Can the proposed ~~uses~~ development reasonably be established without hazard of slope failure (rockfall, landslides, debris flows, and similar earth movements)?

3. Storm Water Runoff. Does the application include development methods that will not accelerate runoff and erosion in a way that would have adverse downslope or downstream impacts?~~Given proper planning (as will be required at the time of an application for a major development permit), can the proposed uses and densities reasonably be established without accelerating runoff and erosion in a way that would have adverse downslope or downstream impacts?~~

4. Protection of Natural Channels and Ridgelines. Will the proposed ~~uses and densities~~development be reasonably compatible with the protection of natural channels and comply with the ridgeline protections as provided in EMMC 17.62, where applicable?

5. Flooding. Will the proposed ~~uses~~ development be reasonably safe from flooding, including alluvial fan flooding?

6. Soil Characteristics. Is the soil in each area designated for ~~a particular use or density~~development generally suitable for that ~~use or density~~development? Soil characteristics that shall be considered in answering this question include depth to rock, depth to water table, texture, permeability, expansiveness, corrosivity, and runoff potential. The suitability tables found in the Soil Survey of the Fairfield-Nephi Area, Utah, parts of Juab, Sanpete, and Utah Counties issued by the USDA Soil Conservation Service may be used in answering this question.

B. Criteria Related to Infrastructure.

1. Utilities. Can the proposed ~~uses and densities~~development be adequately served by ~~Eagle Mountain's planned municipal utilities~~existing and proposed utilities for the project area?

2. Streets. Does the street plan comply with the Transportation Master Plan? Can the proposed ~~uses and densities~~development be adequately served by ~~Eagle Mountain's planned network of major streets~~the City's Transportation Master Plan and the project's proposed local streets?

3. Water Rights. Is there legally enforceable documentation to the satisfaction of the city attorney that substantiates the ability of the developer to convey water rights to the ~~city~~ City based on the ~~number of dwellings and commercial uses in the project and the area developed~~development need, including both building lots and common ~~usable~~ improved open space?

C. Criteria Related to Compatibility.

1. Compatible ~~Densities~~ Development – Adjacent Parcels. Will the proposed ~~uses and densities~~development be reasonably compatible with existing or planned uses on adjoining lands? Is the proposed plan consistent with the ~~Eagle Mountain City future land use plan map~~the City's Future Land Use Map or requested amendment? The answer to these questions may be based on the standards established in EMMC 17.60.150 and 17.60.160.~~The answer to this question may be based on the assumption that the proposed uses and densities will comply with this title and EMMC Title 17, including the performance standards designed to help ensure land compatibility.~~

2. Compatible ~~Densities~~ Zones and Transitions – Internal Parcels. Will the proposed ~~uses and densities~~zones and residential lot size transitions be reasonably compatible with each other in accordance with EMMC 17.60.150 and 17.60.160? ~~The answer to this question shall be based on the assumption that the proposed uses and densities will comply with this title and EMMC Title 17, including the performance standards designed to help ensure land compatibility.~~Does the placement of proposed uses help buffer potentially incompatible uses from one another?

~~3. Buffering Incompatible Uses. Does the placement of proposed uses and densities help buffer potentially incompatible uses from one another?~~

D. Criteria Related to Design.

1. Open Space.

a. Does the proposed ~~densities~~ development include the ~~planned community~~improved open space required by this title?

b. Does the proposed pattern of ~~uses and densities~~development attempt to make effective use of the ~~planned community~~ open space?

c. Does the development incorporate trails, parks, and other open spaces included in the City's Parks, Trails, and Open Space Master Plan?

~~1.~~d. Does the plan attempt to combine open spaces into larger more usable parks and open spaces?

2. ~~Neighborhood Open Space. Are the proposed uses and densities consistent with the provisions of ample neighborhood open space? [Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.7)].~~Public Facilities. Does the proposed development include land designated for public uses including churches, schools, community centers, etc.?

16.10.080 Criteria for approval of MDAs.

The MDA shall include the following elements to ensure the method, timing, and requirements of construction throughout all phases of the master development. The MDA shall be a standard template originated by the City and modified as needed through the review process.

A. Development Rights and Responsibilities. The MDA shall include the approved development rights of the project and responsible parties for completion of project elements including but not limited to:

1. Vesting granted to the property;

2. Phasing of the development;

3. Construction and maintenance of public improvements;

4. Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property; and

5. Any other conditions or methodologies necessary for the master development's buildout.

B. Benchmarks. The applicant shall be required to take measurable action, upon the execution of the MDA through performance benchmarks including but not limited to:

1. A set time limit to apply for the first site plan and/or preliminary plat;

2. A set time limit from the approval of the first site plan and/or preliminary plat to begin site work;

3. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion; and

4. A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion.

C. Expiration of the Master Development. Master development approvals shall expire six (6) months from the date of approval by the City Council if an MDA has not yet been approved and signed by all applicable parties. MDAs shall:

1. Include an expiration of terms of the agreement with a set time limit determined at the approval of the MDA; and

2. Not extend longer than six (6) years from the signing of the agreement.

D. General Plan Compliance. A compatibility statement that confirms compliance with the City's Future Land Use Map, Master Transportation Plan, and General Plan documents.

E. Amendments and Extensions of Time. The MDA shall include sections for amendments and extensions of time to the MDA based on the requirements and allowances in this chapter at the time of the MDA approval.

16.10.090 Master development amendments.

A. Amendments. After a master development is approved and prior to completion of the full build out of the project, an amendment to the master development approval will require an approval for any proposed change to the MDP or MDA.

A proposed amendment may include, but is not limited to, changes that:

1. Alter the amount of land area for any use(s);

2. Require a rezoning of property;

3. Require an amendment to the General Plan's Future Land Use Map and/or Transportation Plan;

4. Require a plat amendment; or

5. Alter the timing of benchmarks or other terms in the MDA.

B. Amendment Review and Approval Process.

1. Application. An application for amendment must be submitted to the planning department. The application requirements will follow those outlined in EMMC 16.10.040, but will only require documents that are directly related to the particular amendment request.

2. Review. A review of the amendment request will follow EMMC 16.10.060.

3. Action. The City Council shall take the final action on the amendment request.

16.10.~~080~~ 100 Expirations and extensions of approvals.

~~Master development plan approvals shall expire two years from the date of approval by the city council if a master development agreement has not yet been approved.~~

A. Expiration of Approval. A master development approval shall be determined to have expired when:

1. The MDA failed to be signed by both the City and the applicant(s); or

2. The term of the agreement has expired based on the set time limit.

~~A~~B. Extensions of Time. It is the responsibility of the applicant to request an extension of time prior to the MDA expiration. An extension of time may be requested ~~by an applicant~~ with the following requirements:

1. A written, signed request for an extension ~~of time~~ shall be received by the planning ~~director~~ department at least three (3) months prior to the expiration date of the project.

2. The request ~~for an extension of time~~ shall specify any progress made on the project's MDA benchmarks and conditions of approval, ~~and~~ the reason(s) for the extension request, ~~along with~~and any supporting documentation.

~~B~~C. Criteria for Approving Extensions of Time. The Planning Commission shall take final action on an extension of time request. The Planning Commission may approve up to two (2) two-year extensions of time to a master development that meets the following criteria~~It is the responsibility of the applicant to request an extension of time prior to a project's expiration. The city is not responsible to remind applicants of expiration dates. The planning director shall approve or deny a request for an extension of time within a reasonable period of time after receiving the request. The planning director may grant up to a single one-year extension of time to any project that meets one of the following criteria~~:

1. The applicant ~~must have shown~~has demonstrated a good faith effort to initiate the project by ~~systematically~~ completing ~~predevelopment conditions.~~any applicable conditions and benchmarks; or

2. The extension is necessary due to a delay in action by the City or other public agency or by uncontrolled circumstances including, but not limited to, economic or natural disaster or a city, state, or federal emergency declaration.~~The applicant's initiation of development activities is based on an action by the city or other public agency which has not taken place or was delayed, resulting in a time delay beyond the permit holder's control.~~

~~C~~D. Appeals. An ~~applicant may~~ appeal of the ~~planning director's~~Planning Commission's ~~decision~~ final action on the extension of time request shall be submitted to the ~~planning commission~~City Recorder's Office within fifteen (15) days of the date of the decision. The appeal will be considered by the City Council. ~~The applicant may then appeal a decision of the planning commission to the city council within 15 days of the planning commission's decision. In no case shall the planning commission or city council approve more than a single one-year extension of time.~~An appeal of the City Council's appeal decision shall be made to the district court within thirty (30) days of the City Council's decision.

~~D. Resubmitting an Expired Project. A project that has expired may be resubmitted within two years of the expiration date for a fee to cover time and materials, not to exceed 50 percent of the original fee, if the project is substantially similar to the expired plan. The resubmitted project must be in compliance with the current development code at the time of resubmittal. [Ord. O-16-2010 § 2 (Exh. A)].~~

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**
TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving the Butterfield Annexation Petition and Establishing Zoning Regulations for the Lands in the Butterfield Annexation Area.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	Jay Butterfield - Petition Sponsor / Braiden Rindlishbacher - Scenic Development Group

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Lianne Pengra, Recorder's Office

PRESENTED BY:
City Recorder Fionnuala Kofoed

RECOMMENDATION:
Staff recommends that the City Council considers the Butterfield annexation and approves or denies the application.

BACKGROUND:

ITEMS FOR CONSIDERATION:

Future Land Use Map (Annexation Areas)

The map on page 55 of the Eagle Mountain General Plan is labeled "Annexation Areas with Future Land Use Designations." This map designates the Butterfield property as "Parks and Open Space." The description of that use, on page 53 of the General Plan, is as follows: *"Both natural/passive and developed open space areas. This designation is intended for lands that serve a public open space, recreational, or ecological function, or provide visual relief. These lands are primarily publicly-owned, but can be in private ownership."* The Future Land Use and Transportation Corridors Map also designates the property as "Parks and Open Space" and has been attached to this report.

Camp Williams Army Compatible Use Buffer (ACUB) Program

This property has been included as "Priority Area 1" in the Camp Williams ACUB Program. This program is intended to identify properties that, if developed with incompatible uses, would inhibit

Camp Williams' ability to fulfill their training mission and continue operating at full capacity. The property has been in negotiation for acquisition through the ACUB process for several years, and has now been designated as "Under Contract ACUB Easement/Acquisition" on the ACUB Program map. It has been indicated to the City that a majority of the property would be deeded to the City follow ACUB acquisition, with a portion remaining with the current owner for some large-lot residential development.

Camp Williams Joint Land Use Study
This property is located within several Military Compatibility Areas that were mapped as part of the Joint Land Use Study in 2012, including the Impulse Noise MCA, Light MCA, Aviation Safety MCA, and the Land Use Subzone A MCA. This last MCA recommends a development density of one dwelling unit per acre, but no more than two dwelling units per acre.

Master Development Plan / Zoning
EMMC 16.10.030B requires a master development plan for property that is in excess of 160 acres and is pending annexation into the city for the purposes of immediate development. However, land that is larger than 160 acres may be annexed into the city and shall be zoned as agricultural and a master development plan required upon the development of the property. Since the applicant is only desiring to be able to develop a small portion of the property, we recommend that a master development plan not be required. We recommend, instead, that an annexation agreement be drafted for the property, detailing development restrictions and planned land uses.

Residential Development
If the property were annexed into the city, a majority of the site is not suitable for any type of development (hillside, ridgeline, etc.). The owner is desiring to eventually develop an area on the eastern side of the site, adjacent to future phases of the Arrival development. This development is not served by the City's sewer system, so any development would require septic systems. According to City Code, this would require at least 1-acre lot size minimums. Prior to any development of the property, the owner would need to request an amendment to the General Plan, a rezone to an RA1 or RA2 zone, and receive preliminary plat and final plat approval.

REQUIRED FINDINGS:

The annexation meets the requirements outlined in 10-2-403(3), (4), (6) and (7), Utah Code Annotated. All noticing requirements have been met.

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

ORD--Butterfield Annexation
ORD--Butterfield Annexation Exhibit A
Butterfield Annexation County Map
Butterfield Annexation Evaluation
Butterfield Annexation Boundary Map
Camp Williams ACUB Map
General Plan Map - Current

ORDINANCE NO. O- -2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ANNEXING AN AREA OF APPROXIMATELY 204 ACRES, COMMONLY KNOWN AS THE BUTTERFIELD ANNEXATION

PREAMBLE

The City Council of Eagle Mountain City finds that the owners of the real property described herein petitioned for annexation of the real property to the corporate limits of Eagle Mountain City and that all required notices were given and provided to affected entities and others, as required by law.

The real property described herein is an unincorporated area contiguous to the current boundary of Eagle Mountain City, and the annexation will not leave or create an unincorporated island or peninsula.

The City Council finds that it is in the public interest to annex the real property to Eagle Mountain City and has caused a plat of the real property to be prepared by a licensed surveyor.

All public hearings and notices have been completed as a prerequisite to amending the General Plan of the City to include the annexed property and to zone the land proposed for annexation for agricultural and parks and open space use.

After public comment and careful consideration, the City Council has determined to annex the referenced property and therefore, finds that it should grant the petitions for annexation with respect to the real property described herein.

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

1. The real property described on the attached annexation plat, referenced as Exhibit A, is hereby annexed to Eagle Mountain City and the corporate limits of Eagle Mountain City are hereby amended and extended to incorporate the real property described herein.

2. The General Plan for Eagle Mountain City is hereby amended and approved as set forth on Exhibit B.

3. The real property described on Exhibit A is hereby zoned Agriculture and Natural Open Space, as described on Exhibit B.

4. A certified copy of this Ordinance and an original plat describing the property so annexed, shall be filed with the Utah County Recorder within thirty (30) days after the date this Ordinance is adopted.

5. Amended Articles of Incorporation shall be filed with the Utah Lieutenant Governor's office as required by law.

6. A certified copy of this Ordinance, an original plat describing the property annexed and a Notice of Annexation pursuant to Utah Code Ann. §10-1-116, shall be filed with the Utah State Tax Commission within forty-five (45) days after the date this Ordinance is adopted.

7. This Ordinance shall be effective on the date of its first posting or publication, whichever occurs first.

8. The Mayor or the designee of the Mayor is authorized to notify and implement this annexation with respect to local, county and state governmental entities.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____

ATTEST: Tom Westmoreland, Mayor

_____

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by_____.

Exhibit A

Exhibit B

RECEIVED
JUN 02 2020
CITY RECORDERS OFFICE

CAMP WILLIAMS
(NO PARCEL INFO PROVIDED ONLINE)

NORTH QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

NORTHEAST CORNER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

UNITED STATES OF AMERICA
PARCEL ID No. 58-044-0001
160 ACRES

STEVE SMITH
PARCEL ID No. 58-044-0010
41.46 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0012

PARCEL A
7,955,843 SQ. FT.
182.64 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0011

PARCEL B
960,441 SQ. FT.
22.05 ACRES

676.46'
1424.37'
672.13'
2625'
69.95'

STEVE SMITH
PARCEL ID No. 58-044-0013
245.86

CENTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

EAST QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

KATHERINE SMITH
PARCEL ID No. 58-044-0009
162.79 ACRES

HINDLEY LANE

BELLE STREET

PROPERTY LOCATION

NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

ADJACENT OWNER INFORMATION

- (A) BELLE STREET INVESTMENTS, LC
  58-044-0089
  29.6 ACRES
- (B) BELLE STREET INVESTMENTS, LC
  58-044-0090
  7.17 ACRES
- (C) BELLE STREET INVESTMENTS, LC
  58-044-0163
  6.51 ACRES
- (D) JOHN & DANACA HADFIELD FAMILY, LLC
  34-638-0606
  1.20 ACRES
- (E) LANDON DUCKWORTH
  34-638-0605
  1.05 ACRES
- (F) KENNETH & TANYA ANDERSON
  34-638-0607
  3.03 ACRES
- (G) EDUARDO CASTANEDA
  34-638-0626
  1.05 ACRES
- (H) BELLE STREET PARTNERS, LLC
  34-638-0608
  5.42 ACRES

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

JT ENGINEERING
JT Engineering, PC
7995 South 2325 East
South Weber, Utah
ph 801.866.7702

LICENSED PROFESSIONAL ENGINEER
No. 8940155201
JASON R. THOMPSON
STATE OF UTAH

REVISIONS			
#	DATE	BY	DESCRIPTION

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY

PROPERTY EXHIBIT

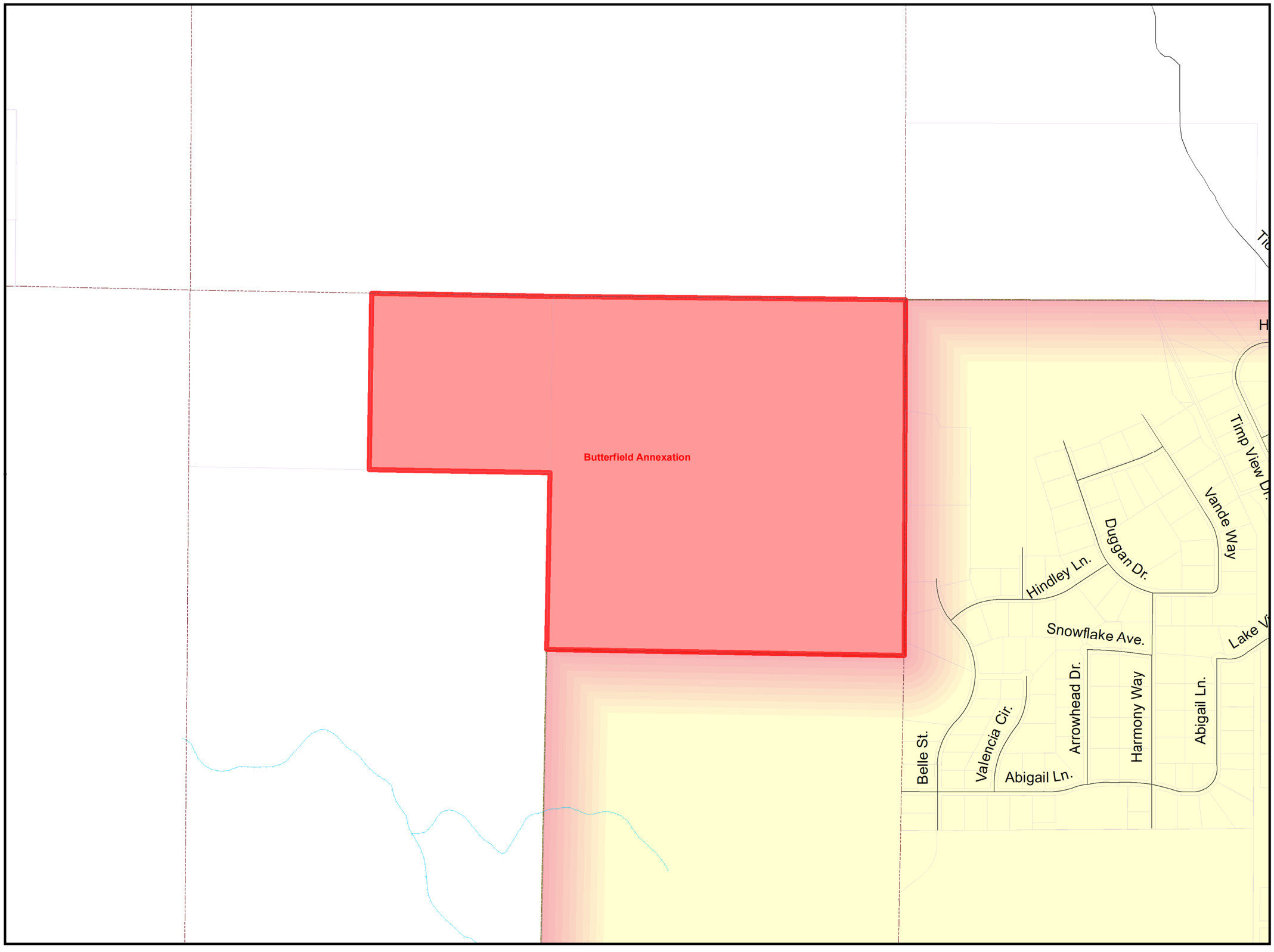
EAGLE MOUNTAIN, UTAH

SHEET SIZE: ARCH D
H. SCALE: 1" = 200
V. SCALE: N/A
DATE: JUNE 1, 2020
© COPYRIGHT 2020

SHEET NO.
EX-1
1 of 1

Eagle Mountain Annexation Petition

BUTTERFIELD ANNEXATION



N
W E
S

- I-15
- State Roads
- Local Roads
- Railroads
- Township Lines
- Section Lines
- County Boundary
- Property Lines
- Incorporated Cities
- Agricultural Covenants

Annexation Petitions

- Previously Filed Petitions
- Butterfield Annexation

Utah County
HEART of UTAH

Utah County Public Works
Mapping Division
2855 South State Street
Provo, UT 84606
801-851-8626

8/11/2020 -- 3:43:28 PM
H:\Petitions\Petition Maps.mxd

Utah County
HEART of UTAH

Gary Ratcliffe, PLS
Utah County Surveyor

2855 South State Street
Provo, UT 84606

TEL: 801-851-8600
FAX: 801-851-8612

ANNEXATION PETITION EVALUATION

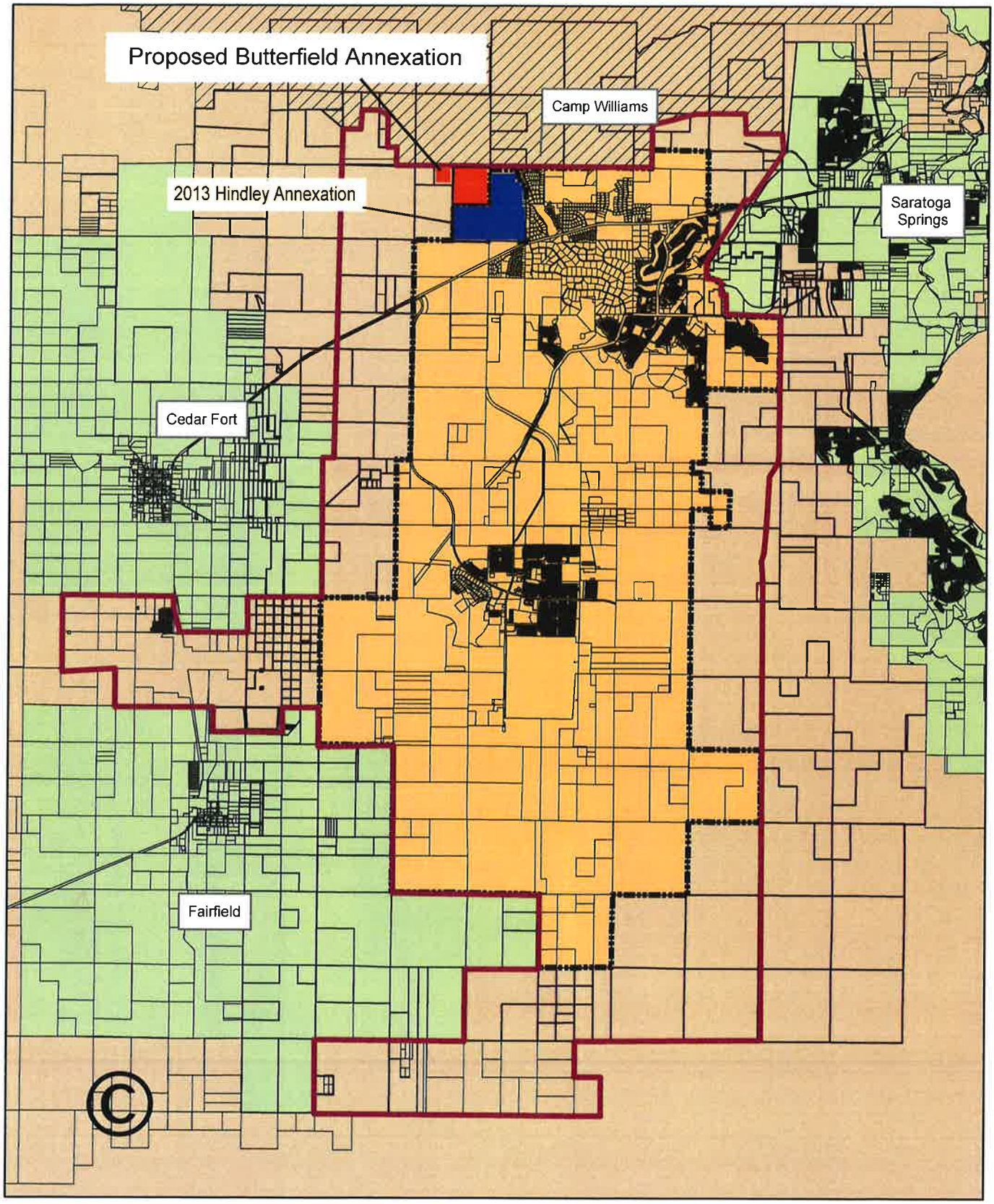
Municipality	Eagle Mountain	**Review Date**	8/11/20
Annexation Name	Butterfield Annexation	**Reviewed By**	Melanie Rainey

The above referenced annexation petition has been examined by the Office of the Utah County Surveyor pursuant to Utah Code 10-2-405(4) to determine its status in relation to the following eight items of the Code. A map showing the petition boundary is included herewith. Additional documentation that may be needed pursuant to UCA 10-2-405(2)(a) may be obtained at the address above. Protests to the Boundary Commission can only be made by Governmental Entities.

YES	NO	ITEM
X		1) Is the proposed annexation a contiguous, unincorporated area? UCA 10-2-402(1)(b)(i)
X		2) Is the proposed annexation contiguous to the annexing municipality? UCA 10-2-402(1)(b)(ii)
	X	3) Does the proposed annexation petition leave or create an unincorporated island or peninsula? UCA 10-2-402(1)(b)(iii)
X		4) Is the proposed annexed within the proposed annexing municipality's expansion area? UCA 10-2-402(1)(b)(iv)
	X	5) Is the proposed annexation within an Agriculture Protection Area? UCA 10-2-403(3)(b)(i)(B)(II)(Aa)
X		6) Does the petition include an accurate map prepared by a licensed surveyor? UCA 10-2-403(3)(c)(i)
	X	7) Does the proposed annexation include all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted? UCA 10-2-403(4)
X		8) Does the proposed annexation depict a name that is sufficiently unique to distinguish the plat from all other recorded plats in the county? UCA 17-23-20(4)(e)

Please Note: As defined in UCA 59-2-305.5(2), a boundary action is not effective until the required documents are recorded.

Annexation Policy Plan Boundary Map



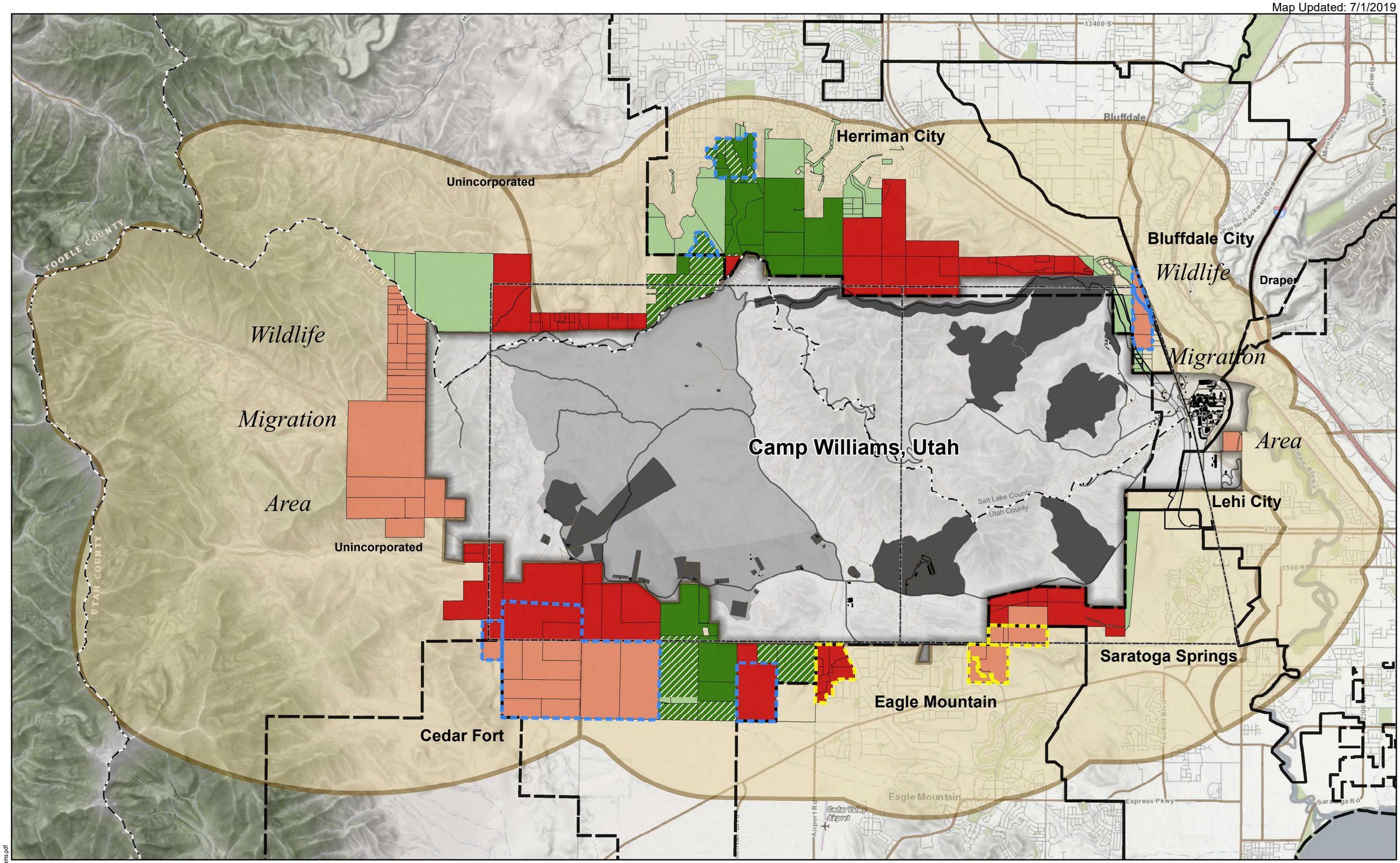
City_Limit Boundary
Camp_Williams
City Limits
Surrounding City Boundaries
Annexation Line

Eagle Mountain
Utah's New Frontier

It is the intent of this map to include only potential annexation areas,not any property that is located within another jurisdiction.

Disclaimer: Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental fair use, but should not be resold.

Map Updated: 7/1/2019



0 0.5 1 2 Miles

NAD 1983 StatePlane Utah Central FIPS 4302 Feet | GCS North American 1983 | Scale: 70,000

UTAH ARMY NATIONAL GUARD
12953 South Minuteman Drive
Draper, UT 84020

- Priority Area 1
- Priority Area 2
- Completed ACUB Easement/Acquisition
- Under Contract ACUB Easement/Acquisition
- Other Protected Open Space
- Proposed New Priority Area (~2,448.60 Ac)
- Proposed Remove Priority Area (~444.65 Ac)
- Municipality
- Live Fire Range Area
- Impact Area
- Regulated Airspace
- Sentinel Landscape (2mi)

Camp Williams ACUB Program

Army Compatible Use Buffer Program
(Sentinel Landscape Boundary)

Nate Bradshaw, CFMO | ACUB_CampWilliams.pdf

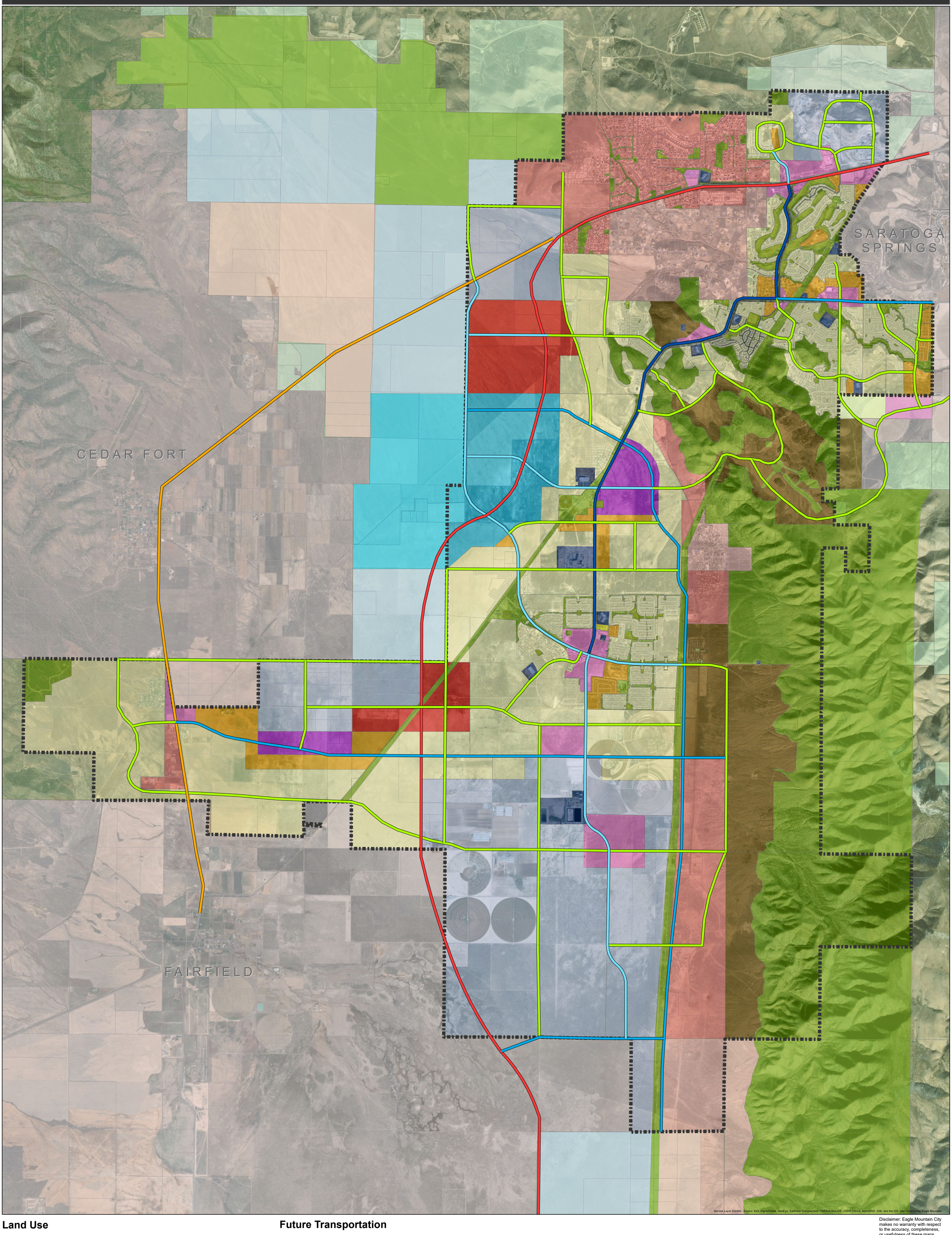
FOUO - For Official Use Only

DRAFT The information on this map is for planning purposes only. This information is not adequate for legal boundary definition. No warranty is made by the State/National Guard Bureau as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Future Land Use & Transportation

General Plan Map

January 2020



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Eagle Mountain

Land Use

- Foothill Residential
- Rural Density One
- Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center Campus
- Business Park/Light Industry
- Civic Uses and Schools
- Parks and Open Space

Future Transportation

- Freeway
- Highway
- Parkway
- Major Arterial
- Minor Arterial
- Collector

EAGLE MOUNTAIN

N W E S

0 0.5 1 2 Miles

Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties. Inquiries concerning the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE BUTTERFIELD ANNEXATION AGREEMENT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the proposed Butterfield Annexation Agreement as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Butterfield Annexation Agreement, as set forth in Exhibit A.

2. The Butterfield Annexation Agreement is hereby approved as set forth more specifically in Exhibit A.

3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____ .

Exhibit A

ANNEXATION AGREEMENT

This Annexation Agreement (the "**Agreement**") is made and entered into by and among **Eagle Mountain City** (the "**City**") and **Scenic Development Group, LLC**, a Utah limited liability company and **Shirley Butterfield, Ltd**., a Utah Limited Partnership (together "**Owners**"). (The City and Owners are collectively referred to herein as the "Parties.")

RECITALS

A. Owners own or have an interest in approximately 163.22 acres real property designed as Utah County Parcel No. 58:044:0011 (the "**Property**").

B. The Property is currently located in unincorporated Utah County, Utah.

C. Owners have filed a Petition for Annexation with the City to annex the Property into the City.

D. The City desires to annex the Property to the City, on the terms and conditions set forth herein.

E. The City finds that the annexation of the Property will further the orderly growth of the City, increase its tax assessable values, and be in the best interest of the City.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act (Utah Code Ann. § 10-9a-101, *et seq.*) ("**LUDMA**"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed annexation of the Property, and, in the exercise of its legislative discretion, has determined to approve this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Owners and City hereby agree as follows:

1. AUTHORITY

a. The Eagle Mountain City Council ("**Council**") has found that annexing the Property pursuant to the terms and conditions of this Agreement is beneficial to the City and furthers the health, safety and welfare of the City and its residents by, among other things, providing for the orderly growth of the City. The City Council finds that annexing the Property is consistent with and authorized by laws applicable to the City and ordinances and policies established by the City.

b. The Owners represent that they are all of the owners of the Property and those signing in a representative capacity are authorized by the respective Owners to execute this agreement.

2. ANNEXATION

Owners have filed a petition for annexation with the City (the "**Annexation Petition**"), which was accepted by the City on or about _____. A copy of the annexation petition is attached hereto as Exhibit A. In accordance with Utah law, the City may grant the petition and annex the Property if no protests are filed by _____. If one or more protests are filed during the designated protest period with respect to the Annexation Petition and the Owners determine to oppose the protest, then the City agrees to cooperate with the Owners and pursue opposition to the protest, and the Parties shall be responsible for their own costs and expenses to pursue such opposition.

3. ZONING OF PROPERTY

Pursuant to authority granted to the City by Utah Code Ann. §10-9a-506 (which authorizes the City to designate a land use zone for annexed property), the City agrees to approve a land use zone(s) for the Property as set forth on attached Exhibit B. The land use designation of the Property shall be part of or in conjunction with the Annexation Ordinance.

4. GENERAL PROVISIONS

a. Police Powers. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by City of any fee which is of uniform or general application.

b. Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Property Owners and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

c. Cooperation. In the event that the annexation of the Property or any portion thereof is voided by final action of any court, the City and Owners shall cooperate to cure the legal defect(s), and upon such cure, this Agreement shall be deemed to be an Agreement to annex the Property to City.

d. Amendment. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

e. Term. This Agreement shall terminate and expire one (1) year from the effective date of the annexation. Thereafter, so long as the Property is located within the municipal boundaries of City, it shall continue to be subject to the charter, ordinances, and rules and regulations of City. The parties agree that the zoning of the Property as establish in paragraph 3 shall survive termination of this Agreement.

f. Rights and Remedies**.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

g. Severability**.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision 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.

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

i. Counterparts**.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first executed below.

DATED this _____ day of _____, 2020.

EAGLE MOUNTAIN CITY

By:_____
Tom Westmoreland, Mayor

ATTEST:

By:_____
Fionnuala B. Kofoed, City Recorder

Approved as to form:

_____
City Attorney

DATED this _____ day of _____, 2020.

SCENIC DEVELOPMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

DATED this _____ day of _____, 2020.

SHIRLEY BUTTERFIELD, LTD

By: _____

Print Name: _____

Title: _____

EAGLE MOUNTAIN

Eagle Mountain City
Petition for Annexation

RECEIVED
JUN 02 2020
CITY RECORDERS OFFICE

Annexation Name: [redacted] Butterfield Property

Annexation Location: Adjacent to the North-west corner of the "North Benches" as shown in the Eagle Mountain Annexation Area, Future Land Use & Transportation map

Utah County Parcel Number(s): 58:044:0011 ; 58:044:0012

Total Acreage: 204.69

Is any property within the proposed annexation area:

Defined as rural real property: ☒ No ☐ Yes – List Parcel Number(s):

Within an Agriculture Protection Area: ☒ No ☐ Yes – List Parcel Number(s):

Located in the Eagle Mountain City Annexation Policy Plan: ☐ No ☒ Yes

Requested Zone: Agricultural/Rural Density Two

Percentage of private real property within the proposed annexation area represented by the signatures of the owners: 100%

Percentage of the value of private real property within the proposed annexation area represented by the signatures of the owners: 100%

Name of Annexation Contact Sponsor: Scenic Development Inc.

Mailing Address: 14572 South 790 W Ste A100 Bluffdale, Utah, 84065

Telephone: 801.253.1237; 801.864.2952 Email: braiden@scenicdev.com

Name of Engineer or Licensed Land Surveyor: Jason Thompson

Company Name: JT Engineering

Telephone: 801-866-7702 Email: jason@jtengpc.com

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Eagle Mountain City, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, as amended;

2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Eagle Mountain City, and the annexation thereof will not leave or create an unincorporated island or peninsula; and
3. That the signatures affixed hereto are those of the owners of private real property that:
    a. Is located within the area proposed for annexation;
    b. Covers a majority of the private land area within the area proposed for annexation;
    c. Is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation, as shown by the latest tax assessment rolls of Utah County; and
    d. Is described as follows (describe approximate location): Adjacent to the North-west corner of the "North Benches" as shown in the Eagle Mountain Annexation Area, Future Land Use & Transportation map. Directly West of the Arrival Subdivision's North-West Boundary Line. _____

    _____

    _____

    and is more specifically described in the included legal description.
4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the Contact Sponsor, with the mailing address of each sponsor being indicated;
5. That the petition does not propose annexation of all or part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted; and
6. That this petition does not propose annexation of an area that includes all or part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103, Utah Code Annotated, or a petition under Section 10-2-125, Utah Code Annotated.

The petitioners further file herewith the following items:

1. An ownership plat map showing all property owners in Eagle Mountain City within five hundred (500) feet of the proposed annexation and one quarter (1/4) mile of the annexation in the unincorporated area of Utah County;
2. One 24" x 36" and one 11" x 17" of the accurate annexation plat map prepared by a licensed surveyor of the area proposed for annexation identifying each parcel and labeling each parcel with the owner's name, tax identification number, and acreage. NOTE: A mylar is required to be submitted following approval by the City Council; and
3. Legal description of the area proposed for annexation;

Sponsors of Petition

Jay Butterfield — Name
[signature] — Signature
12256 So 4000 W Riverton, UT 84096
Sponsor Address

Kelly Butterfield — Name
Kelly Butterfield — Signature
12256 So 4000 W Riverton, UT 84096
Sponsor Address

Name — Signature
Sponsor Address

Name — Signature
Sponsor Address

Name — Signature
Sponsor Address

Name — Signature
Sponsor Address

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

On the 20 day of May, 2020, personally appeared before me Jay Butterfield, Kelly Butterfield, _____, _____, _____, the signers of the foregoing document, and acknowledged to me that they executed the same.

MICHELLE LOVELAND
Notary Public, State of Utah
Commission # 689442
My Commission Expires On
May 25, 2020

Michelle
5-25-2020
Notary Public
My commission expires: 5-25-2020

RECEIVED

JUN 02 2020

CITY RECORDERS OFFICE





NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.
3. THE LOT LAYOUT FOR ARRIVAL SUBDIVISION IS PER DRAWINGS PREPARED BY FOCUS ENGINEERING.
4. TOTAL AREA UTILIZED FOR THIS 19 LOT PROJECT IS 21.57 ACRES.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

JT ENGINEERING
JT Engineering, PC
7965 South 2325 East
South Weber, Utah
ph 801.866.7702

LICENSED PROFESSIONAL ENGINEER
No. 4940852202
JASON H. THOMPSON
STATE OF UTAH

REVISIONS		
*	DATE	BY	DESCRIPTION

BUTTERFIELD 20 LOT SUBDIVISION

CONCEPT PLAN

EAGLE MOUNTAIN, UTAH

SHEET SIZE: ARCH D
H. SCALE: 1" = 100'
V. SCALE: N/A
DATE: JUNE 1, 2020
© COPYRIGHT 2020

SHEET NO.
C1
1 of 1

PRINT: 24-20 SF Concept v4.0.dwg PLOTTED: June 1, 2020 10:36AM

RECEIVED
JUN 02 2020
CITY RECORDERS OFFICE

CAMP WILLIAMS
(NO PARCEL INFO PROVIDED ONLINE)

NORTH QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

11 11
14 14

NORTHEAST CORNER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

11 12
14 13

UNITED STATES OF AMERICA
PARCEL ID No. 58-044-0001
160 ACRES



STEVE SMITH
PARCEL ID No. 58-044-0010
41.46 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0012

PARCEL A
7,955,843 SQ. FT.
182.64 ACRES

SHIRLEY BUTTERFIELD, LTD
PARCEL ID No. 58-044-0011

PARCEL B
960,441 SQ. FT.
22.05 ACRES

676.46'
1424.37'
872.13'
2712'
2640'

Ⓐ Ⓑ Ⓒ Ⓓ Ⓔ Ⓕ Ⓖ Ⓗ

HINDLEY LANE
BELLE STREET

STEVE SMITH
PARCEL ID No. 58-044-0013
245.86

CENTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

14 14
14 14

14 13
14 13

EAST QUARTER OF SECTION 14
TOWNSHIP 5 SOUTH
RANGE 2 WEST
SALT LAKE BASE & MERIDIAN

KATHERINE SMITH
PARCEL ID No. 58-044-0009
162.79 ACRES

NOTES

1. PARCEL DATA WAS OBTAINED FROM THE UTAH AGRC WEBSITE.
2. PARCEL OWNER INFORMATION WAS OBTAINED FROM THE ONLINE UTAH COUNTY PARCEL MAP.

ADJACENT OWNER INFORMATION

Ⓐ BELLE STREET INVESTMENTS, LC
58-044-0089
29.6 ACRES

Ⓑ BELLE STREET INVESTMENTS, LC
58-044-0090
7.17 ACRES

Ⓒ BELLE STREET INVESTMENTS, LC
58-044-0163
6.51 ACRES

Ⓓ JOHN & DANACA HADFIELD FAMILY, LLC
34-638-0606
1.20 ACRES

Ⓔ LANDON DUCKWORTH
34-638-0605
1.05 ACRES

Ⓕ KENNETH & TANYA ANDERSON
34-638-0607
3.03 ACRES

Ⓖ EDUARDO CASTANEDA
34-638-0626
1.05 ACRES

Ⓗ BELLE STREET PARTNERS, LLC
34-638-0608
5.42 ACRES

GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.

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7955 South 2325 East
South Weber, Utah
ph 801.866.7702

LICENSED PROFESSIONAL ENGINEER
No. 4940852-2202
JASON H. THOMPSON
STATE OF UTAH

*	DATE	BY	DESCRIPTION

REVISIONS

SHIRLEY BUTTERFIELD, LTD. 200+ ACRE PROPERTY

PROPERTY EXHIBIT

EAGLE MOUNTAIN, UTAH

SHEET SIZE: ARCH D
H. SCALE: 1" = 200'
V. SCALE: N/A
DATE: JUNE 1, 2020
© COPYRIGHT 2020

SHEET NO.
EX-1
1 of 1

PATH: Q:\Property Exhibit 2020_06-01.dwg PLOTTED: June 1, 2020 11:53AM

Acknowledgment of Limited Power of Attorney

I Jay Butterfield (Name) as a Manager (Title) of Shirley Butterfield LTD.

And

I Kelly Butterfield (Name) as a Manager (Title) of Shirley Butterfield LTD.

Do hereby acknowledge that Scenic Development Inc. or its representatives have authority to act on my/our behalf regarding the Annexation of (2) Parcels currently located in the Unincorporated Area of Utah County.

Parcel(s) Numbers:
58:044:0011 ; 58:044:0012

Jay Butterfield
(Name)

(Signature)

May 20 2020
(Date)

Kelly Butterfield
(Name)

(Signature)

May 20 2020
(Date)

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

On the 20 day of May, 20 20, personally appeared before me Jay Butterfield, Kelly Butterfield, _____, _____, _____, the signers of the foregoing document, and acknowledged to me that they executed the same.

MICHELLE LOVELAND
Notary Public, State of Utah
Commission # 689442
My Commission Expires On
May 25, 2020

Michelle
5-25-2020
Notary Public
My commission expires: 5-25-2020

Addresses within 500 ft of 40 acre Parcel

580440012	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440011	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440010	SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043
580440013	SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043

Addresses within 500 ft of 160 acre Parcel

346380633	EAGLE MOUNTAIN CITY	1650 E STAGECOACH RUN	EAGLE MOUNTAIN	UT	84005
346380606	JOHN D & DANACA HADFIELD FAMILLY LLC	1450 W 1850 N	LEHI	UT	84043
346380608	BELLE STREET PARTNERS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
346380605	DUCKWORTH - LANDON	1777 HIDDEN HILL RD	EAGLE MOUNTAIN	UT	84005
346380607	ANDERSON - KENNETH THERON & TANYA MARIE	9525 N BELLE ST	EAGLE MOUNTAIN	UT	84005
580440009	SMITH - KATHERINE LYNN & KATHERINE LYNN	9303 W 8800 N	LEHI	UT	84043
580440163	BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
580440001	UNITED STATES OF AMERICA	650 CAPITOL MALL	SACRAMENTO	CA	95814
580440012	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440011	SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440013	SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043
580440089	BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
580440090	BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **NOVEMBER 17, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Second Amendment to the Amended and Restated Master Development Agreement for the Overland Development and Pony Express Parcel.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	Ivory Development (Bryon Prince)		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY** Overland

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Steve Mumford

RECOMMENDATION:
We recommend approval of the proposed 2nd amendment as presented.

BACKGROUND:
The Overland MDA currently includes the following language (Overland MDA 1st Amendment):

11.3.1 A Club Ivory and an approximately 4-acre park in Village 1 will begin construction by December 15, 2019 and will be completed prior to the earlier of the recording of a plat containing the 350th building permit or June 30th, 2020.

11.3.2 An approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 300th building permit for Village 1 or within 5 years of the date of this MDA.

For various reasons, including pandemic-caused supply chain disruptions, the Club Ivory building and associated improvements are not yet complete. However, they have been under construction throughout this year and are nearing completion. The Club Ivory building is also larger and grander than originally contemplated in the agreement. Discussions have also taken place recently with Ivory Development concerning their plans for park improvements in the

required 2-acre park, which will be located in Phase C (west side of Village 1). This park was delayed mainly due to the phasing of roads. The road adjacent to the park was just recently constructed.

The applicant has completed infrastructure in a couple of plats located in Phase C and is prepared to record these plats with Utah County. The recording of these plats, however, would exceed the recording of the 300th and 350th lots in Village 1.

ITEMS FOR CONSIDERATION:
Please see the attached proposed "Second Amendment to the Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel" for details of the proposal.

In summary, we suggested that the applicant apply for an MDA amendment in order to resolve the timing issues of the clubhouse and park so they can move forward to record their phase C plats. The proposal includes a completion date of December 31st, 2020 for the clubhouse, May 31st, 2021 for the pool and associated landscaping (spring will be the best time to complete those improvements), and June 30th, 2021 for the park in phase C.

In return for this extension of time, the applicant has agreed to deed property to assist the City with a couple of needs. As part of the planned Pony Express Parkway widening project, the City needs some land at the corner of Pony Express Parkway and Bobby Wren Boulevard (either the NW or NE corner). The other property is a realignment of the northern access to the soccer field on the east side of Pony Express Parkway to line it up with the intersection, improving safety.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

RES--Overland MDA 2nd Amendment
Proposed Overland MDA 2nd Amendment Draft
Overland MDA
Overland MDA 1st Amendment

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE SECOND AMENDMENT TO THE SITLA/IVORY RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Second Amendment to the SITLA/Ivory Restated Master Development Agreement as set forth herein;

BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the proposed Second Amendment to the SITLA/Ivory Restated Master Development Agreement as set forth in Exhibit A.

2. The Second Amendment to the SITLA/Ivory Restated Master Development Agreement is hereby approved as set forth more specifically in Exhibit A.

3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

00049042.DOC

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 17th day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____ .

00049042.DOC

Exhibit A

SECOND AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

This Second Amendment to Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel ("First Amendment") is entered into this ____ day of November, 2020 ("Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, ("Ivory") a Utah limited partnership, sometimes referred to jointly herein as "Parties."

RECITALS:

WHEREAS The Parties previously entered into that certain Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel dated December 5, 2017 ("Agreement") with respect to real property located in Eagle Mountain City, State of Utah ("Property");

WHEREAS the Parties have cooperated in the preparation of this Second Amendment and desire to enter into this Second Amendment to modify and add certain terms to the Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Timing for Village 1 Construction of Parks and Amenities. Section 11.3.1, 11.3.2, and 11.3.4 of the Agreement shall be amended and restated as follows:

11.3.1 The Overland Clubhouse (Club Ivory) building will be completed by December 31, 2020. The pool and associated park and landscape improvements will be substantially completed by May 30, 2021;

11.3.2 An approximately 2-acre park will be constructed in Village 1 (Phase C), and shall be substantially complete by June 30, 2021;

11.3.4 Developer will deed property to City to accommodate the need for a retention pond at the corner of Pony Express Parkway and Bobby Wren Boulevard, which is necessary due to planned widening of Pony Express Parkway to a five-lane cross-section. This transaction will occur in a timely manner so as to not delay the widening project. See Exhibit A for a possible retention pond location.

11.3.5 Developer will deed property along the east side of Pony Express Parkway (small portion of parcel 59:033:0027) to City directly east of the southern parking lot

entrance to Cory Wride Memorial Park to line up the intersection to improve safety. This transaction will occur in a timely manner so as to resolve safety concerns as soon as possible. See Exhibit B for the road widening plans in this area.

3. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this Second Amendment with the terms and conditions of the Agreement, the terms and conditions of this Second Amendment shall be binding and govern the conduct of the parties.

4. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this Second Amendment shall remain in full force and effect.

5. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

[*signatures on following page(s)*]

MASTER DEVELOPER
Ivory Homes, Ltd.

_____
By: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of November, 2020 personally appeared before me _____ _____, the _____of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

_____
NOTARY PUBLIC
Residing at: _____

CITY
EAGLE MOUNTAIN CITY

_____

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality: Attest:

_____ _____

City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____day of November, 2020, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____

NOTARY PUBLIC

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

_____
By: David Ure
Its: Director

Approved as to Form:

_____
Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On ___ the day of November, 2020, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

_____
NOTARY PUBLIC
Residing at: _____

ENT 62737:2018 PG 1 of 86
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jul 03 2:27 pm FEE 266.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

(Space above for Recorder's use only.)

DEVL 1112

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

DATED: December 5, 2017

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AMENDED AND RESTATED

MASTER DEVELOPMENT AGREEMENT

FOR

OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

A MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the 5th day of December, 2017, by and between Eagle Mountain City, a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, a Utah limited partnership.

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Owner and the City entered into the Prior Agreement.

C. Since Owner and the City entered into the Prior Agreement, there have been many changes to the economy and to the needs and desires regarding the development of the Property.

D. Also since the execution of the Prior Agreement, Owner has selected a Master Developer for the Overland portion of the Property.

E. The Parties have determined to amend and restate the Prior Agreement and enter into this MDA to memorialize the terms of their relationship and expectations for the development of the Property.

F. On December 5, 2017, the City approved a Master Plan for the Property.

G. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

H. Development of the Property will include the Intended Uses specified in the Master Plan.

I. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the Parties to be consistent with the Act, and to operate to the benefit of the City, Owner, Master Developer, and the general public.

J. The City Council has reviewed this MDA and determined that it is consistent with the Act.

K. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the City based on improvements to be constructed on the Property.

L. Development of the Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that Master Developer will have the ability to develop the Property in accordance with this MDA.

M. The Parties have cooperated in the preparation of this MDA.

N. The Parties desire to enter into this MDA to specify the rights and responsibilities of Owner and Master Developer to develop Overland and Pony Express as part of the Property as expressed in this MDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

O. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-101, *et seq*. (2017).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Owner and Master Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation**. The foregoing Recitals and Exhibits "A" – "I" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the City Land Use, Development, and Management Act, Utah Code Ann., §10-9a-101, *et seq.* (2017).

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided in Section 22.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements

are generally considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, *et seq.* (2017).

1.2.6. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure on any portion of the Property, or to construct any Backbone Improvements.

1.2.7. **Buildout** means the completion of all of the development on all of the Property.

1.2.8. **CC&Rs** means one or more Conditions, Covenants and Restrictions regarding certain aspects of design and construction on portions of the Property to be recorded in the chain of title on portions of the Property.

1.2.9. **City** means Eagle Mountain City, a political subdivision of the State of Utah.

1.2.10. **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 Property.

1.2.11. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Property and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.12. **City Parks** means those parks shown as being owned by the City on Exhibit "B" and those Medium Parks and Large Parks that may be dedicated to the City as provided in Section 11.5.

1.2.13. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C", except for the City's Tier System open space and trail requirements (not including clubhouse and pool requirements) and other provisions of the City's Vested Laws that are specifically superseded by this MDA.

1.2.14. **Commercial/Institutional Development** means the development of a portion of the Property which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, office buildings, churches, schools, public buildings, hotels, shopping centers or other similar multi-building developments or plans for other developments on the Property.

1.2.15. **Commercial Site Plan** means the plan submitted to the City for the approval of Commercial/Institutional Development.

1.2.16. **Commercial Uses** including, but not limited to, professional and other offices, retail and commercial business uses (except for sexually oriented business), restaurants, public facilities, and multi-family residential uses shall be governed by City Vested Laws, except vertical mixed use shall be an approved use.

1.2.17. **Council** means the elected City Council of the City.

1.2.18. **Default** means a material breach of this MDA.

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

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

1.2.21. **Development Lease** means Development Lease Number 1074, effective February 1, 2016, entered into by the State of Utah, acting through the School and Institutional Trust Lands Administration, and Ivory Homes, Ltd., a Utah limited partnership, for the development of the Overland parcels.

1.2.22. **Development Report** means a report containing the information specified in Sections 6.6 submitted to the City by Master Developer for the development by Master Developer 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 Master Developer.

1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., §10-9a-603 (2017), and approved by the City, effectuating a Subdivision of any portion of the Property.

1.2.24. **Homeowner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.25. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §11-36a-101, *et seq.* (2017).

1.2.26. **Intended Uses** means the use of all or portions of the Property for Residential Uses, Commercial Uses and for parks, trails, open space and other uses as more fully specified in the Master Plan.

1.2.27. **Main Sewer Line** means that sewer line constructed by Owner along Pony Express Parkway from Bobby Wren Boulevard northward to manhole SSMH #23 located approximately 265 feet north of Midvalley Road centerline, on the east side of the Pony Express Parkway centerline.

1.2.28. **Master Developer** means Ivory Homes, Ltd., a Utah limited partnership and its assignees or transferees as permitted by this MDA.

1.2.29. **Master Plan** means Exhibit "B", a plan approved by the City on December 5, 2017, that sets forth general guidelines for the proposed future development of the Property.

1.2.30. **Maximum Residential Units** means the development on the Property of three thousand eight hundred (3,800) Residential Dwelling Units for Overland and four hundred fifty three (453) Residential Dwelling Units for Pony Express with a Property total of four thousand two hundred fifty three (4,253) Residential Dwelling Units.

1.2.31. **MDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.

1.2.32. **Modification Application** means an application to amend this MDA (but not including those changes which may be made by Administrative Action).

1.2.33. **Multifamily Residential** means condominiums, apartments or other residential units that are attached vertically or horizontally and each individual residential unit does not separately own the real property underlying the residential unit.

1.2.34. **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 development of the Property.

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

1.2.36. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.37. **Overland** means the Overland parcels described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.38. **Owner** means the State of Utah, through the School and Institutional Trust Lands Administration.

1.2.39. **Parcel** means an area that is not an individually developable lot created by the processes specified in Section 6.7.

1.2.40. **Park, Club Ivory** (or **Club Ivory**) means a park of a type and with such amenities as generally depicted as a Club Ivory on Exhibit "E".

1.2.41. **Park, Large** means a park of a type and with such amenities as generally depicted as a Large Park on Exhibit "E".

1.2.42. **Park, Medium** means a park of a type and with such amenities as generally depicted as a Medium Park on Exhibit "E".

1.2.43. **Park, Neighborhood Project** means a park that is planned and designed as an amenity to serve and is necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.44. **Park, Small** means a park of a type and with such amenities as generally depicted as a Small Park on Exhibit "E".

1.2.45. **Parties** means, collectively, the City, Owner and Master Developer.

1.2.46. **Phase** means the development of a portion of the Property at a point in a logical sequence as determined by Master Developer.

1.2.47. **Planning Commission** means the City's Planning and Zoning Commission established by applicable laws of the City.

1.2.48. **Pony Express** means the Pony Express parcel described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.49. **Pony Express Trail Park** means the approximately 52 acres deeded to the City by Owner through *Amended and Restated State Of Utah Exchange Patent No. 19737 (Pony Express Trail Park)*, recorded as Entry No. 63439:2005.

1.2.50. **Prior Agreement** means the master development agreement between the City and Owner dated October 7, 2003.

1.2.51. **Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on or necessary to serve that portion of the Property which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.52. **Property** means, collectively, the Overland and Pony Express parcels of land located in the City, described in Exhibit "A" and generally depicted in Exhibit "B".

1.2.53. **Reimbursable Improvements** means those improvements specified on Exhibit "D" which Owner constructed on, adjacent to, or in the vicinity of the Property pursuant to the Prior Agreement.

1.2.54. **Required Park** means any Park, Club Ivory, Park, Neighborhood Project, Park, Small, Park, Medium, or Park, Large required to be completed pursuant to this MDA.

1.2.55. **Residential Dwelling Unit** means 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 building equals one Residential Dwelling Unit.

1.2.56. **Residential Uses** shall include structures for Residential Dwelling Units in any configuration including single family detached, single family attached (such as townhomes), and multifamily.

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

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

1.2.59. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to the laws of the State of Utah and the City's Vested Laws.

1.2.60. **Subdivision Application** means the application to create a Subdivision.

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

1.2.62. **Substantial Completion** means a point in the progress of a construction project where the work is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the Property.

1.2.63. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36a-102(21) (2017).

1.2.64. **Term, Initial** means the first term of the MDA for the Overland portion of the Property, as described in Section 4.

1.2.65. **Term, Overland Extension** means the extension period beyond the Initial Term for the Overland portion of the Property, as described in Section 4.

1.2.66. **Trail** means a public trail as shown on Exhibit "H".

1.2.67. **Transfer Deed** means a deed of conveyance approved by the Administrator pursuant to Section 8.15.

1.2.68. **Village** means one of the villages depicted in the Master Plan.

1.2.69. **Village Concept Plan** means a conceptual plan for the development of each Village.

2. **Vested Terms from Prior Agreement to be Retained.**

2.1. **Vacating Lehi-Fairfield Road.** The Parties acknowledge that Utah County may have a historic claim over the Lehi-Fairfield Road. To the extent necessary and at Owner's request, the City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B". The City shall work with Owner, Master Developer and Utah County to vacate those portions of Lehi-Fairfield Road located on the City property generally depicted on Exhibit "B", at such time as the roads shown on Exhibit "B" as West Pony Express Road and West High School Road are constructed and open to public use. Once vacated, these City lands that were previously Lehi-Fairfield Road shall be preserved and enhanced as a non-vehicular trail as part of the Pony Express Trail Park.

2.2. **Access to Pony Express Parcel.**

2.2.1. West Pony Express Road. Exhibit "B" shows West Pony Express Road on the west side of Pony Express parcel, connecting the Pony Express parcel and West High School Road. This road is labeled, for purposes of this MDA, West Pony Express Road. The City agrees that this roadway will be built either as an arterial or as a collector road. The City agrees to show this road on its streets plan, or equivalent, and to require any proposed development in the area to provide for the roadway.

2.2.2. North Pony Express Road. Exhibit "B" shows a roadway labeled North Pony Express Road connecting to Major Street immediately south of its intersection with Eagle Mountain Boulevard and running westward along the northerly boundary of the Pony Express parcel. This roadway will improve access to cross the future Pony Express Trail Park and a small area of property owned by the City in the vicinity of the Pony Express Regional Park. The City agrees that this roadway will be constructed as a City collector road if legal access can be obtained without condemnation. Owner agrees that the cost of construction and connection to existing City streets will be an obligation of Owner or the developer of the Pony Express parcel. The City will use the road as access to the Pony Express Regional Park and to the Pony Express parcel. City acknowledges that this access is material to Owner's conditional agreement to forego existing legal vehicular access to City streets across Russell Street in the Overland Trails subdivision. Owner has agreed to forego that access if access can be granted at Major Street, so

as to reduce the traffic impact of development of the Pony Express parcel to the Overland Trails neighborhood.

2.2.3. West High School Road. Exhibit "B" shows a roadway which is a westerly extension of High School Road to a crossing of Eagle Mountain Boulevard, then westward to the road labeled West Pony Express Road. In accordance with the Prior Agreement, the City agrees to include this roadway in the Impact Fee Facilities Plan.

2.2.4. Russell Street, Emergency and Trail Access. As described in Section 2.2.2 above, Owner agreed to forego existing legal vehicular access to City streets for the Pony Express parcel across Russell Street in the Overland Trails subdivision if legal access can be achieved through Overland Trails subdivision at Major Street in the vicinity of the Pony Express Regional Park. If the City cannot grant the necessary replacement access along North Pony Express Road to Major Street, Russell Street will be maintained as a public right-of-way. If Major Street access can be granted, then Russell Street will be only used for emergency vehicular access and for pedestrian and equestrian access between the Overland Trails neighborhood and Pony Express parcel. Design of the emergency access will be subject to the approval of the fire marshal.

3. **Reimbursements.** The City has been reimbursing Owner for the Reimbursable Improvements through the collection of impact fees. Details regarding the reimbursements for the Reimbursable Improvements, including the reimbursement amounts, the prior payments through fiscal year 2017 and the amounts still due, are set forth in Exhibit "D". Reimbursements for the Reimbursable Improvements have been and shall continue to be made by the City through the

collection of impact fees associated with the applicable Reimbursable Improvements until the reimbursement amounts are paid in full. The City will make an annual payment to Owner in an amount equal to the applicable impact fees collected by the City in the applicable fiscal year (running from July 1 to June 30) on or before each subsequent January 2. This payment shall be accompanied with a report detailing the applicable annual impact fees collected by the City.

4. **Effect of this MDA/Term.** This MDA shall be the sole agreement between the Parties for the development of the Property. The Prior Agreement shall be deemed to have been novated and superseded by this MDA. Any and all claims by any of the Parties for any breaches or performances under the Prior Agreement shall be deemed to have been waived or satisfied. The Initial Term of this MDA for the Overland portion of the Property shall be until December 31, 2052. With respect to Overland, if Master Developer or Owner are not in Default at the end of the Initial Term (or if Master Developer or Owner is in Default, but such Default is being cured), the approved land uses, zoning, and densities shall be automatically extended through the Overland Extension Term for a period of an additional fifteen (15) years (i.e. through December 31, 2067). As of January 1, 2053, the City's Future Laws shall be effective regarding Overland except: (1) the open space and park improvement requirements specified in this MDA shall not be modified; and (2) other requirements that deny Master Developer the ability to reasonably develop the approved number of units in each Village. This MDA shall expire with respect to Overland at the end of the Overland Extension Term. With respect to Pony Express only, the term of this MDA shall be ninety (90) years (i.e. through December 31, 2107).

5. **Development of the Property.**

5.1. **Compliance with Law.** Development of the Property shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits.

5.2. **Matching Lot Sizes.** Where Overland is immediately adjacent to properties in Villages 2, 3 and 7 on the Master Plan that have development rights at the date of the execution of this MDA, Overland will have single family lots no smaller than 1/2 acre or the average lot size of the immediately adjacent property, whichever is smaller. If other properties immediately adjacent to Overland obtain development rights in the future before the portion of Overland to which they are immediately adjacent receive preliminary plat approval, then Master Developer will develop the immediately adjacent portion of the Property with either matching density (if the immediately adjoining property is anything other than single family) or with single family units (if the immediately adjoining property is single family).

6. **Development of the Property in Compliance with the Master Plan.**

6.1. **Maximum Residential Units and other Intended Uses.** Subject to the maximum number of Residential Dwelling Units in each Village, as indicated in Exhibit "B", Owner shall be entitled to develop up to the Maximum Residential Units and to develop the other Intended Uses as specified in the Master Plan.

6.2. **Intended Uses, Residential Dwelling Units and Density Vesting.** Intended Uses and maximum number of Residential Dwelling Units for each Village are shown on the Master Plan. It is the understanding and intent of the Parties that Master Developer is vested with the residential densities shown on the Master Plan, and Master

Developer shall not be required to obtain a conditional use permit, in accordance with Section 17.25.060 of the City's Vested Laws, to develop Tier III and Tier IV residential development densities.

6.3. **Restrictions on Uses in Certain Villages.** Multifamily Residential shall only be allowed in Villages 5 and 8.

6.4. **Village Approvals.** Master Developer shall present to the Planning Commission and City Council a Village Concept Plan, and a traffic study based on the Village Concept Plan, before submitting any Development Application for any such Village (i.e., a Development Application in Village 7 would require a conceptual plan and traffic study for Village 7). Each Village Concept Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Village will be located, the location and size of parks and trail improvements, the location of roads and infrastructure improvements, and any potential locations for schools, churches or other civic or community uses. The City's review of the Village Concept Plan for any Village may consider legitimate and quality planning principles, adjacent or planned land uses, the location of appropriate public and private infrastructure, the location of public and private open space, the location and type of Commercial Uses and Residential Uses in the Village, and the location and amount of any non-standard lots. The City shall have the right to require changes to the Village Concept Plan provided that the changes do not materially impact Master Developer's ability to obtain the allowed densities, significantly alter the types or locations of residential or commercial uses (i.e. townhomes, cluster homes, etc.), significantly alter proposed lot sizes, or result in unreasonable additional development costs. Village Concept Plans may also propose areas in the Village Concept Plan with

single-family homes at Tier III or Tier IV densities that do not comply with Tier II development standards, including single-family homes with reduced lot frontages or zero lot lines, which deviations from the development standards may be approved by the City Council as part of the Village Concept Plan approval. The Parties acknowledge and agree that Developer has previously submitted and the City has approved a Village Concept Plan for Village 1, which included an area of "cottage" active adult product with lot sizes that do not conform to the City's Vested Laws. The City hereby approves the proposed lot sizes for the "cottage" active adult product in Village 1. In Village 1, Master Developer shall not propose any other areas for a Development Application that do not meet the lot size and lot frontage requirements in the City's Vested Laws.

6.5. **Use of Residential Dwelling Units.** Master Developer may use any of the Maximum Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as the number of units requested in the proposed Development Application is no greater than the maximum number specified by the Master Plan and approved Village Conceptual Plan.

6.6. **Accounting for Residential Dwelling Units.** At the recordation of a Final Plat or Commercial Site Plan by Master Developer allowing for residential uses, Master Developer shall provide the City an updated Development Report showing the number of any Residential Dwelling Units used with the Final Plat or Commercial Site Plan and the number of Residential Dwelling Units remaining for use within each Village and for the total Property.

6.6.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer 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 type and maximum amount of any such other use sold with the Parcel.

6.6.2. Return of Unused Residential Dwelling Units. At the recordation of a Final Plat or other Development Application Approval for any Parcel sold to a Subdeveloper, Master Developer shall provide the City an updated Development Report showing the number of Residential Dwelling Units and other types and amounts of uses actually used on the Final Plat. If any portion of the Maximum Residential Units or other uses transferred to a Subdeveloper are unused by the Subdeveloper at the time the Final Plat is recorded for the Parcel or a Development Application is approved, any unused portion of the transferred Maximum Residential Units or other uses shall automatically revert back to the Property and the Master Developer shall file with the City an updated Development Report.

6.7. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Property into a Parcel without providing such detailed development information subject to the specific "Parcel Sales" provisions of the Section 8.15 as is provided in Utah Code Ann., §10-9a-103(57)(c)(v) (2017). The City and Master Developer acknowledge that such sales of Parcels do not create any individually developable lots in the Parcel and are therefore not subject to any requirement in the City's Vested Laws to complete or provide security for Project Infrastructure at the eventual time

of such Subdivision. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually buildable lots.

7. **Zoning and Vested Rights.**

7.1. **Current Zoning.** The Property is currently zoned as specified in the project Master Plan.

7.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-508 (2017).

7.2.1. Invalidity. Master Developer and Owner covenant not to bring suit to have any of the City's Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Master Developer and Owner will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such

stricken provisions and which implements the intent of the Parties in that regard as manifested by this MDA.

7.2.2. Exceptions. The applicability of the City's Vested Laws specified in Section 7.2 are subject to only the following exceptions:

1. *Master Developer Agreement.* City's Future Laws that Master Developer and Owner agree in writing to the application and scope thereof to the Property. Master Developer and Owner may withhold their consent to the application of any of the City's Future Laws in each of their sole discretion;

2. *Compliance with State and Federal Laws.* City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Property;

3. *Safety Code Updates.* City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4. *Taxes.* Taxes, or modifications thereto, so long as such taxes

are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated, and provided such taxes are applicable to lands owned and managed by Owner;

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509 (2017); and

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

8. **Approval Processes for Development Applications.**

8.1. **Phasing.** The City acknowledges that Master Developer, assignees of Master Developer, and Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and construct portions of the Master Plan for the Property in phases.

8.2. **Processing Under City's Future Laws.** Approval processes (e.g., which body of the City considers / hears / approves various types of Development Applications) for Development Applications shall be as provided in the City's Future Laws except as

otherwise provided in this MDA.

8.3. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Owner and Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application so long as Owner and Master Developer and any Subdeveloper is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Owner and Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Owner and Master Developer from relying for other Development Applications on the City's Vested Laws.

8.4. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

8.5. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of any party, the Parties will confer and determine whether the City and the Master Developer or a Subdeveloper (if applicable) wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs

then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

8.6. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

8.7. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification,

subject to required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

8.8. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. This Section shall not be construed to relieve the Master Developer of any plan review fees, inspections fees or other fees normally required by the City.

8.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or ordinance shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed

consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

8.9. **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 Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 8.8 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 under the processes in Section 8.8 with the actual and reasonable costs being the responsibility of Applicant.

8.10. **City Denial of a Development Application.** If the City denies a Development Application or a Village Concept Plan, the City shall timely provide a written determination advising the Applicant of the reasons for Denial, including specifying the reasons the City believes that the Development Application or Village Concept Plan is not consistent with this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

8.11. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application or Village Concept Plan.

8.12. **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, Master Developer shall appeal any such Denial through the applicable procedures for such a decision and not through the processes specified below.

8.13. **Mediation of Development Application Denials.**

8.13.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 8.14 shall be mediated.

8.13.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement that is subject to mediation under this MDA, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8.14. **Arbitration of Development Application Objections.**

8.14.1. Issues Subject to Arbitration. Issues regarding the City's Denial of

a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or City Vested Law (or, if applicable, a City Future Law) is not an issue subject to arbitration.

8.14.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 8.13.

8.14.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City to pay the arbitrator's fees.

8.15. **Parcel Sales.** The Parties acknowledge that the most efficient and

economic development of the Property depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the Property shall be as determined by Master Developer in its sole subjective business judgment and discretion. To the extent that such conveyances are in anticipation or furtherance of future land use approvals and development of the Property or a particular Parcel therein, the City further agrees that, consistent with the provisions of Utah Code Ann., §10-9a-103(60)(c)(v) (2017), Master Developer may convey portions of the Property by metes and bounds prior to recordation of a plat of subdivision for such portion. Master Developer shall issue a Transfer Deed for a Parcel after receiving the written approval of the City to transfer such Parcel via a metes and bounds legal description.

9. **Exclusion from Moratoriums.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code Ann., §10-9a-504, (2017) unless such a moratorium is found on the record by the Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

10. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Property under the City's Future Laws in effect at the time of the Development Application as set forth in Section 8.3.

11. **Parks and Open Space.**

11.1. **Cory Wride Memorial Park.** Master Developer will contribute to the City a total of $1,710,000.00 for investment in the Cory Wride Memorial Park. The payments will be made in increments of $570,000.00 per year beginning with the first payment on or

before February 27, 2019 and the remaining two increments on even dates in 2020 and 2021. The obligation to make these payments is a personal covenant of the Master Developer as of the effective date of this MDA, and does not run with the land, provided that City may withhold approval of any final plat on the Property if Master Developer is in breach of its obligation to make such payment.

11.2. **Pony Express Trail Park Improvements.** Master Developer shall install landscaping through the portion of the Pony Express Trail Park adjacent to Villages 1, 2, 3 and 8 on the west side of the existing asphalt trail at the time the City installs the landscaping on the east side of the existing asphalt trail (as required by Section 12.1). If Master Developer is still utilizing the temporary detention basins in the Pony Express Trail Park at such time, then Master Developer shall, instead, landscape the temporary detention basins when the basins are removed. At a minimum, Master Developer will install enhanced native landscaping through the applicable portion of the Pony Express Trail Park. However, in accordance with Section 12.3, the Parties have agreed to cooperate in good faith to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within the Pony Express Trail Park. The improvements within the Pony Express Trail Park shall be in the sole discretion of Master Developer, but it is anticipated that Master Developer may install contouring, grass areas, trees, above-ground drainage streams or other improvements if both Owner and City agree to such improvements.

11.3. **Village 1.** Exhibit "F" is a detailed plan for the Village 1 parks, open space and amenities. Village 1 will include a total of approximately 8 acres of parks, community amenities, open space, Club Ivory, and Trail system:

11.3.1. A Club Ivory and an approximately 4-acre park will be constructed in Village 1 the sooner of the recording of a plat containing the 150th Building Permit for Village 1 or within 3 years of the date of this MDA;

11.3.2. An approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 300th Building Permit for Village 1 or within 5 years of the date of this MDA; and

11.3.3. An additional approximately 2-acre park or community amenity will be constructed in Village 1 the sooner of the recording of a plat containing the 450th building permit for Village 1 or within 7 years of the date of this MDA.

11.4. **Other Villages and Pony Express Parcel.** Parks, open space and amenities in the Property (other than Village 1) shall be dedicated and constructed as specified below.

11.4.1. Parks, Trails and Open Space Requirements. Unless otherwise approved by the City Council, at a minimum park and improved open spaces shall include the following features and improvements: (1) sod areas large enough for children's play (including multi-use fields), (2) irrigation system to City standards (as required by the City's Future Laws); (3) access along a public road; (4) sufficient paved parking for use of improvements; (5) seating areas with shade structures, pavilions, or trees for shade; (6) asphalt trails or concrete sidewalks connecting the park to the neighborhood and internal trail; (7) a variety of landscaping, including trees, shrubs, and water-wise landscaping; (8) garbage receptacles, drinking fountains, picnic tables, barbeques or other improvements necessary for use or enjoyment of park features; and (9) public bathroom facilities

(for Large Parks). In addition, parks should generally include one or more of the following types of park improvements sufficient for the size of the neighborhood and intended use of the park: basketball court, sports court, splash pad, skate park, large playground structure, or large group pavilion. It is the expectation of the Parties that parks will be improved with a similar level of improvements and amenities as the example parks depicted in Exhibit "E". Subject to the foregoing, the Parties agree that the design and amenities in each park will vary based on the location of the park, surrounding housing types, and changing needs of the community, and that the park design and amenities shall generally be in the discretion of the Master Developer.

11.4.2. Public Park Improvements. In order to allow the City to efficiently maintain public parks and open spaces, all improvements in Required Parks that will be dedicated to the City shall comply with the City's Future Laws with respect to sprinkler and irrigation systems, water usage, fencing, plant and tree types, and construction materials, provided that the City's Future Laws do not substantially increase the cost of such improvements. Master Developer shall reasonably cooperate with City to provide improvements and amenities in public parks that can be efficiently and cost effectively maintained by the City.

11.4.3. Park Plan Approval. Prior to construction or dedication of any Required Park, Master Developer shall submit to the City a detailed park plan. The City Council shall review the park plan, and may deny the park plan if the park plan does not comply with the requirements in subsections 11.4.1 or 11.4.2. Any dispute

about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

11.4.4. Village 2. A Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to recordation of a plat containing the 200th Residential Dwelling Unit in Village 2.

11.4.5. Village 3. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 115th Residential Dwelling Unit in Village 3.

11.4.6. Village 4. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 400th Residential Dwelling Unit in Village 4.

11.4.7. Village 5. A Large Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 5.

11.4.8. Village 7. A Small Park shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 150th Residential Dwelling Unit in Village 7 and, also, a Medium Park or Club Ivory (at Master Developer's discretion) shall be constructed and

dedicated to the City (if that is required pursuant to Section 11.5) prior to the recordation of a plat containing the 300th Residential Dwelling Unit in Village 2.

11.4.9. Village 8. A Small Park or Club Ivory (at Master Developer's discretion) shall be constructed and dedicated to the City (if that is required pursuant to Section 11.5) upon the sooner of the recordation of a plat containing the 80th Residential Dwelling Unit in Village 8 or within 2 years of the recordation of the first plat in Village 8.

11.4.10. Pony Express Parcel. A Medium Park shall be constructed and dedicated to the City prior to the recordation of a plat containing the 150th Residential Dwelling Unit in the Pony Express portion of the Property.

11.4.11. Alternative Bonding for Park Improvements. In the event that Master Developer is unable to complete any Required Park in the timeframes specified in Sections 11.3.1 – 11.4.9, Master Developer may provide to the City a cash bond in the amount of 150% the anticipated cost of all remaining improvements in the Required Park, which cost shall be commercially reasonable. Notwithstanding the bond, Master Developer shall prosecute the completion of the Required Park with commercial due diligence.

11.5. **Dedication of Parks.** Certain of the parks in Sections 11.3 and 11.4 and, also, certain Neighborhood Project Parks, may be dedicated to the City upon their completion and acceptance. Unless otherwise agreed to by the Parties, those parks described as Club Ivory, or Neighborhood Project Parks will not be dedicated to the City but, instead, be owned and maintained by an HOA while Small Parks, Medium Parks and Large Parks will be dedicated to the City.

11.6. **Trails.** Exhibit "I" is the Trails Master Plan. Master Developer will dedicate to the City and construct the Trails with the improvements of each Phase to which a section of Trail is adjacent or included.

11.6.1. Trails Standards. Asphalt Trails shall be 10 feet wide along pedestrian corridors. Unless amended by the City Future Laws as provided herein, asphalt Trails shall consist of six inches of base and three inches of asphalt and shall be placed on undisturbed native material or documented fill material properly compacted. Base shall extend past Trail edges six inches on both sides. Master Developer, in its discretion, may use alternative upgraded designs or materials including concrete or adding additional width.

11.7. **Maintenance of Parks and Trails Dedicated to the City.** Upon acceptance by the City of any park being dedicated to the City pursuant to Section 11.6, the City shall be responsible for maintaining such park or Trail.

11.8. **Owners Dedication Language.** Most dedications by Owner to the City pursuant to this MDA shall occur through a dedication plat. In such circumstances, the plat shall contain Owner's dedication language materially the same as the example in Exhibit "G". Certain dedications may occur through the issuance of a patent deed or other type of deed. In both circumstances, the plat and conveyance deed shall contain restrictions regarding the use of such lands restricting the use of such lands for the purpose for which it was granted.

11.8.1. Use Restrictions. Conveyances to the City of properties for Parks or Trails shall include deed restrictions limiting the uses of the property to passive and active recreation improvements.

11.9. **Tax Benefits.** The City acknowledges that Master Developer may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the property for the Cory Wride Memorial Park, other City Parks, or contributing payments for investment in Cory Wride Memorial Park to the City or to a charitable organization to the extent that Master Developer or Owner is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to allow Master Developer to take advantage of any such tax benefits.

12. **Additional Consideration by Owner and Master Developer.** As additional consideration to the City in the nature of parks and open space dedications, Owner and Master Developer shall:

12.1. **Pony Express ROW Expansion.** On or before June 30, 2018, dedicate to the City and release or amend deed restrictions for approximately 11 acres of additional right-of-way along the Pony Express Parkway to allow the City to expand the Pony Express Parkway right-of-way to 152 feet. The details of the expansion of the Pony Express Parkway as it relates to the presently existing asphalt trail and Pony Express Trail Park and to the future expansion are illustrated, in cross-section view, on Exhibit "I". In the event the City allows Pony Express Parkway to be expanded to three lanes in each direction, City will install a 30-foot landscaped park strip on the east side of Pony Express Parkway and install landscaping between the existing asphalt trail and Pony Express Parkway on the west side of Pony Express Parkway. For purposes of this MDA, a "lane" shall include those lanes constructed for through-traffic as well as any turn, emergency or similar lanes.

The type of landscaping and amenities, and the design of the park strips, shall be in the sole discretion of the City, provided that the landscaping does not include amenities or improvements that violate the deed restrictions that encumber the property. If the expanded Pony Express Parkway encroaches upon the presently existing asphalt trail, then the City shall relocate the affected portion of the asphalt trail at its own expense.

12.2. **Recreational Parcel.** On or before June 30, 2018, dedicate to the City approximately 13.4 acres, as shown on the Master Plan. The deed restrictions shall be the same as the deed restrictions in State of Utah Exchange Patent 19738, except paragraph 3 under Prohibited Improvements and Uses shall read: "Commercial uses (other than minor concession, minor commercial uses directly related to allowed recreational amenities, or fees related to use of the recreational amenity)" and a new paragraph 4 under Prohibited Improvements and Uses shall read: "Parking lots that are unrelated to permissible improvements."

12.3. **Pony Express Trail Park Restrictions.** The Pony Express Trail Park was dedicated by Owner to City for the purpose of preserving the existing Pony Express trail and associated historic and scenic features. The conveyance document for this park contains deed restrictions intended to cause this preservation. Owner shall cooperate in good faith with City to consider amending the deed restrictions on the Pony Express Trail Park to allow for additional improvements or uses within this park, provided such improvements or uses are compatible with the purposes for which the park was dedicated.

12.4. **High School Road.** On or before June 30, 2018, dedicate to the City approximately 0.8 acres to allow High School Road, including a reasonably-sized turn lane, on the Property to be completed to City standards.

12.4.1. The City will complete the dedicated portion of High School Road on the Property to the west of the High School prior to the High School's anticipated fall-2019 opening.

12.5. **Airport Road.** Owner has already dedicated to the City property commonly referred to as the "Airport Road". The Master Plan contemplates a different alignment of Airport Road. The City and Owner shall work together to relocate the dedicated portions of Airport Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.6. **Bypass Road.** Owner has already dedicated to the City property commonly referred to as the "Bypass Road". Instead, the City and Owner shall, as and when requested by Master Developer, work together to relocate the dedicated portions of Bypass Road to accommodate the alignment that may be actually constructed in the future. In such circumstances, the land previously dedicated to the City would be re-conveyed to Owner in return for Owner dedicating land underlying the new alignment. It is anticipated that the re-conveyance and dedication would encompass generally equivalent land areas.

12.7. **Lake Mountain Road.** Owner has provided an easement from Pony Express Parkway to the City-owned portion of Lake Mountain Road. That easement will be relinquished by the City when Master Developer completes a publicly dedicated connection in an alignment to be determined in the future by Master Developer and the

City as a part of a Subdivision of the relevant portion of the Property, as set forth in the easement.

12.8. **Hidden Valley Road.** The Master Plan shows a road connection through the project know as Hidden Valley Road. Master Developer shall, as a part of the completion of the infrastructure for any Development Application that would include a portion of Hidden Valley Road, complete that portion of the road within the Property. The location of Hidden Valley Road on the Master Plan is a general depiction only. The actual alignment of said road is to be determined in the future by Master Developer and the City as a part of a Subdivision of the relevant portion of the Property and may be combined with the future Lake Mountain Road connection.

13. **Public Improvements.**

13.1. **Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of Project Infrastructure which are required as a condition of approval of each Development Application.

13.2. **No Additional Backbone Improvements Requirements.** Any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for the development of the Property shall be in accordance with Utah law.

13.3. **Construction Prior to Completion of Infrastructure.** City shall comply with Utah law and the City's Vested Laws with respect to building permits or permits for model homes, home shows, sales offices, construction trailers, or similar temporary uses.

13.3.1. Restrictions on Certificates of Occupancy. No permanent Certificate of Occupancy shall be issued by the City and no residential occupancy

shall be permitted unless all Project Infrastructure and Backbone Improvements (except for landscaping which shall be considered pursuant to Section 17.1) required pursuant to an approved Development Application are installed to Substantial Completion.

14. **Water.**

14.1. **Water Rights.** Owner has banked water rights with the City for use on several properties within the City boundaries. The banked water rights are 785.402 acre-feet of water from Utah Water Right No. 54-1173 (a23069f) (500-acre feet), Utah Water Right No. 54-1153 (a29551) (200.376-acre feet), Utah Water Rights No. 54-1146 and 54-1147 (a28384) (52.506-acre feet), and Utah Water Right No. 54-145 (a36950) (32.52-acre feet).

14.2. **CWP Water Leased By Owner.** Owner has previously purchased the right to use 1,000 acre-feet of the City's interest in Central Utah Water Conservancy District water delivered to the City.

14.3. **Water Reservation.** The City and Owner shall cooperate in good faith to consider the reservation of water for the development of the Property, subject to payment of a reasonable reservation fee.

15. **CC&Rs**. The Homeowners Association(s) will be responsible for the implementation and enforcement of the CC&Rs. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City.

16. **Payment of Fees.**

16.1. **General Requirement of Payment of Fees.** Master Developer or a Subdeveloper shall pay to the City all fees (including, but not limited to, plan review fees,

Impact Fees, hookup fees and inspection fees) in amounts specified in the City's Future Laws.

16.2. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure which are System Improvements. City shall ensure that Master Developer is either not charged Impact Fees for System Improvements constructed by Master Developer or that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for System Improvements constructed by Master Developer as required by State law.

16.3. **Reimbursement for "Upsizing".** In accordance with Utah law, the City shall not require Owner or Master Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Property) unless financial arrangements reasonably acceptable to Owner and Master Developer are made to compensate Master Developer for the costs of such upsizing.

16.4. **Main Sewer Line.** Owner constructed the Main Sewer Line. The Main Sewer Line was intended to provide all capacity necessary to provide sanitary sewer services to the estimated 3,800 Residential Dwelling Units for Overland, as described in Exhibit "B". The City acknowledges that Owner and Master Developer are concerned that by allowing other property owners to connect to the Main Sewer Line without the City constructing other sewer lines to service any portion of Overland, Master Developer may be in a situation in the future in which a new major sanitary sewer line is necessary to service Overland that would not have been necessary if City did not allow other property owners to connect to the Main Sewer Line. Accordingly, in the event the City allows other

property owners to utilize capacity in the Main Sewer Line, and the utilization of such capacity requires the construction of additional sanitary sewer capacity that would not have otherwise been required as part of Overland, the City shall construct such additional capacity, and City may assess impact fees to property owners (other than Master Developer or Owner) to cover the cost of such capacity. Any dispute about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Sections 8.11, 8.13 and 8.14, respectively.

17. **Construction Standards and Requirements.**

17.1. **Separate Security for Landscaping.** Master Developer shall comply with City bonding requirements for required improvements, except security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument acceptable to the City separate from the security instrument(s) used for the other portion of the public improvements.

17.2. **Building Permits.** No buildings or other structures shall be constructed within the Property without the Applicant first obtaining building permits. The Applicant may apply for and obtain a grading permit following approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if the Applicant has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by the Applicant pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of the Applicant meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of the Applicant that created the discrepancy.

17.3. **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 Property, the Applicant 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 Applicant in seeking to secure such permits from other governmental entities.

18. **Provision of Municipal Services**. The City shall provide all City services to the Property that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, sanitary sewer, garbage collection, police, fire and other emergency services. Such services shall be provided to the Property at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City.

19. **Default.**

19.1. **Notice.** If the Owner, Master Developer 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 Parties. 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 Master Developer and Owner.

19.2. **Contents of the Notice of Default.** The Notice of Default shall:

19.2.1. Claim of Default. Specify the claimed event of Default;

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

19.2.3. Specify Materiality. Identify why the Default is claimed to be material; and

19.2.4. Optional Proposed Cure. 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.

19.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default, the Parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 8.11, 8.13 and 8.14. If the claimed Default is subject to Arbitration as provided in Section 8.14.3 then the Parties shall follow such processes.

19.4. **Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by "Mediation", and if the Default is not subject to Arbitration then the Parties may have the following remedies:

19.4.1. Owner and Master Developer's Remedies. Owner and Master Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and City's obligations under this MDA. IN NO EVENT SHALL CITY BE LIABLE TO OWNER OR MASTER DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

19.4.2. City's Remedy Upon Default. City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Master Developer or

Owner, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

19.5. **Public Meeting.** Before any remedy in Section 19.4.2 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

19.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a Default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a Default would also impair a compelling, countervailing interest of the City then the City may impose the **remedies** of Section 19.4.2 without the requirements of Sections 19.3. The City shall give Notice to the Master Developer, Owner and any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer, Owner and any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

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

19.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

20. **Assumption of Rights of Master Developer.**

20.1. **Owner Right to Assume Position of Master Developer.** The Parties

acknowledge that Master Developer and Owner have entered into the Development Lease for the development of Overland, and that Master Developer also has a right of first refusal on Pony Express. If the Development Lease expires or otherwise terminates prior to Buildout, then Owner shall have the right (in its sole discretion) to assume the position of the Master Developer under this MDA and shall thereby assume all the rights, responsibilities and obligations of the Master Developer, except as expressly set forth herein. Owner shall exercise its right to assume the position of the Master Developer by providing Notice of such to the City. Owner shall have the right to further assign these rights and obligations in its sole discretion, and shall exercise its right to further assign by providing Notice of such to the City. The obligations of the Parties concerning the assignment of rights under this MDA, as set forth in Section 30, shall not apply to those circumstances described in this Section 21.1.

20.2. **Appointment of Additional Master Developer for Pony Express.** The Parties acknowledge that Owner and a party other than the Parties to this MDA may enter into a development agreement for Pony Express at some point in the future. In such circumstances, Owner shall have the right to add such developer as a party to this MDA. That developer shall also be considered a Master Developer under this MDA, and shall have all those rights, responsibilities and obligations associated with the Master Developer for Pony Express only. In such circumstances, the rights, responsibilities and obligations of Ivory Homes, Ltd. as Master Developer shall be limited to those associated with Overland only. Owner shall add a developer of Pony Express to this MDA by providing Notice of such to the other Parties, and executing any legal documents reasonably required by the other Parties to this MDA to effectuate such an addition.

20.3. **Exceptions.** If Owner assumes the position of Master Developer under this MDA pursuant to Section 20.1 prior to the payment of the entire $1,710,000.00 investment for Cory Wride Memorial Park, described in Section 11.1, Owner shall not be responsible for any portion of these payments.

21. **Notices**. All Notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:
Ivory Homes, Ltd.
Attn: Eagle Mountain Project
978 Woodoak Lane
Salt Lake City, UT 84117

To Owner:
School and Institutional Trust Lands Administration
Attn: Development Group
675 East 500 South, Suite 500
Salt Lake City, UT 84102

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

21.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. Physical Delivery. Its actual receipt, if delivered personally, or by courier service.

21.1.2. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its

address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Actions.**

22.1. **Allowable Administrative Actions.** The following modifications to this MDA may be considered and approved by the Administrator.

22.1.1. Infrastructure. Modification of the location and sizing of the infrastructure for the Property that does not materially change the functionality of the infrastructure.

22.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

22.2.1. Referral by Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Action, then the Administrator may require the Administrative Action to be processed as a Modification Application.

22.2.2. Administrator's Review of Administrative Action. The Administrator shall consider and decide upon the Administrative Action within a reasonable time.

22.2.3. Notification Regarding Administrator's Approval. If the Administrator approves any Administrative Action the Administrator shall notify the Council in writing of the proposed approval. Unless the Administrator receives a notice pursuant to Section 22.2.1 requiring that the proposed Administrative Action be considered by the City Council as a Modification Application then

approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the City.

22.2.4. City Council Requirement of Modification Application Processing. Any member of the Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

22.2.5. Appeal of Administrator's Denial of Administrative Action. If the Administrator denies any proposed Administrative Action, the Applicant may process the proposed Administrative Action as a Modification Application.

23. **Amendment**. Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who may Submit Modification Applications.** Only the City and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. Identification of Property. Identify the property or properties affected by the Modification Application.

23.2.2. Consent of Owner. Owner's consent to filing a Modification Application shall be required.

23.2.3. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Property.

23.2.4. Identification of Non-City Agencies. Identify any Non-City Agencies potentially having jurisdiction over the Modification Application.

23.2.5. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and number of Residential Dwelling Units of all such properties.

23.2.6. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.3. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.4. **Planning Commission Review of Modification Applications.**

23.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and complexity of the Modification Application.

23.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.5. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.6. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

23.7. **Meet and Confer regarding Modification Applications.** The Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Council's objections.

23.8. **Mediation of Council's Objections to Modification Applications.** If the Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer and the City shall each pay one-half of the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

24. **10-year Reviews**. Every ten years after the date of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time

and place mutually agreeable to the Parties between January 15 and February 15 of 2028 and then every ten years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

25. **Estoppel Certificate**. Upon twenty (20) days prior written request by Owner, Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owner, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

27. **Entire Agreement**. This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

28. **Headings**. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

29. **No Third-Party Rights/No Joint Venture**. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, Owner and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

30. **Assignability**. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City and Owner as provided herein.

30.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

30.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Property or Master Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City and Owner unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City and Owner Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

30.3. **Notice.** Master Developer shall give Notice to the City and Owner of any proposed assignment and provide such information regarding the proposed assignee that the City and Owner may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City and Owner with all necessary contact information for the proposed assignee.

30.4. **Deemed Approved.** Unless the City or Owner objects in writing within

twenty (20) business days, the City and Owner shall be deemed to have approved of and consented to the assignment.

30.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer 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.

30.6. **Grounds for Denying Assignment.** The City and Owner may only withhold their consent if the City and Owner are not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the City or Owner to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 8.11 and 8.13. If the refusal is subject to "Arbitration" as provided in Section 8.14 then the Parties shall follow such processes.

30.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

31. **Binding Effect**. If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master

Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

32. **No Waiver**. Failure of any of the Parties to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

33. **Severability**. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

34. **Force Majeure**. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

35. **Time is of the Essence**. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor of the City. The initial representative for Master Developer shall be Chris Gamvroulas. The initial

representative for Owner shall be Elise Erler. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Property.

37. **Mutual Drafting**. Each of the Parties has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which party drafted any particular portion of this MDA.

38. **Applicable Law**. This MDA is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

39. **Venue**. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

40. **Counterpart Execution**. This MDA may be executed in counterparts.

41. **Recordation and Running with the Land**. This MDA shall be recorded in the chain of title for the Property. This MDA and the obligations herein shall be deemed to run with the land, except as expressly set forth in this MDA. The electronic data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

42. **Authority**. The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to the motion approving the MDA adopted by the City on December 5, 2017. This MDA is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

IN WITNESS WHEREOF, the Parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
Ivory Homes, Ltd.

By: CLARK D. IVORY
Its: CEO

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the 31st day of May, 2018, personally appeared before me CLARK IVORY the CEO of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

NOTARY PUBLIC
Residing at: Salt Lake County

BRYON FRANKLIN PRINCE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 681328
COMM. EXP. 01-26-2019

CITY
EAGLE MOUNTAIN CITY

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality:

City Attorney

Attest:

City Recorder

CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 31 day of May, 2018, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

FIONNUALA B KOFOED
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 686717
COMM. EXP. 01-17-2020

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

David Ure

By: David Ure
Its: Director

Approved as to Form:

Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On 24th the day of May, 2018, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

Alan Russell Roe
NOTARY PUBLIC
Residing at: Salt Lake County

ALAN RUSSELL ROE
Notary Public State of Utah
My Comm. Exp: May 6, 2021
Comm. Number: 694764

TABLE OF EXHIBITS

Exhibit "A"	Legal Description and General Depiction of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws
Exhibit "D"	Reimbursable Improvements
Exhibit "E"	Parks and Open Space Examples
Exhibit "F"	Village 1 Parks, Open Space, Trails, and Amenities Master Plan
Exhibit "G"	Sample Owner's Dedication Language
Exhibit "H"	Trails Plan
Exhibit "I"	Cross Section of Expansion of Pony Express Parkway

Exhibit "A"

Legal Description and General Depiction of Property

Legal Description of Property:

Overland parcels:

VILLAGE 1 (PARCEL 36-E)

A portion of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N1°04'47"E along the Section line 2,671.07 feet to a 1987 Utah County monument marking the West ¼ Corner of said Section 36; thence N0°36'31"E along the Section line 2,062.29 feet to the southwesterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Southeasterly along the arc of a 1,675.07 foot radius non-tangent curve (radius bears: N70°24'53"E) 1,226.75 feet through a central angle of 41°57'40" (chord: S40°33'57"E 1,199.52 feet); thence S61°32'47"E 2,832.41 feet to the westerly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 2 (two) courses and distances: S28°27'14"W 517.50 feet; thence Southwesterly along the arc of a 795.58 foot radius non-tangent curve (radius bears: S61°36'35"E) 64.28 feet through a central angle of 4°37'46" (chord: S26°04'32"W 64.26 feet) to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail D1 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S65°29'22"E along said property 197.11 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S24°30'33"W along said road 59.86 feet to the northeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail E in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence N65°29'22"W along said property 197.17 feet to the easterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S24°30'38"W 886.52 feet; thence along the arc of a 202.61 foot radius curve to the right 60.92 feet through a central angle of 17°13'38" (chord: S33°07'27"W 60.69 feet); thence S41°44'16"W 716.26 feet to the southwesterly line of said Trail D1; thence along said trail parcel the following 5 (five) courses and distances: Southeasterly along the arc of a 655.00 foot radius non-tangent curve (radius bears: N84°54'06"E) 269.20 feet through a central angle of 23°32'52" (chord: S16°52'20"E 267.31 feet); thence S30°48'02"E 180.77 feet; thence along the arc of a 15.00 foot radius curve to the left 17.21 feet through a central angle of 65°43'37" (chord: S63°39'50"E 16.28 feet) to a point of reverse curvature; thence along the arc of a 130.00 foot radius curve to the right 21.26 feet through a central angle of 9°22'07" (chord: N88°09'25"E 21.23 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 14.99 feet through a central angle of 57°15'43" (chord: N64°12'37"E 14.38 feet) to the northwesterly line of said Sweetwater Road; thence along said road the following 2 (two) courses

Exhibit "A" (continued)

and distances: S27°16'59"W 74.53 feet; thence along the arc of a 2,495.00 foot radius curve to the left 40.92 feet through a central angle of 0°56'23" (chord: S26°48'48"W 40.92 feet); thence N65°14'49"W 24.00 feet; thence along the arc of a 267.00 foot radius curve to the left 62.47 feet through a central angle of 13°24'21" (chord: N71°56'59"W 62.33 feet) to the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail F in Deed Entry No. 63439:2005 of the Official Records of Utah County, the previous 2 (two) courses along the extension of, and along the northerly line of Midvalley Road as dedicated as part of MIDVALLEY ROAD Phase 1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said Trail parcel the following 4 (four) courses and distances: Northeasterly along the arc of a 130.00 foot radius non-tangent curve (radius bears: S61°05'44"E) 12.89 feet through a central angle of 5°40'49" (chord: N31°44'41"E 12.88 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the left 17.12 feet through a central angle of 65°23'09" (chord: N1°53'31"E 16.20 feet); thence N30°48'04"W 182.70 feet; thence along the arc of a 745.00 foot radius curve to the right 227.50 feet through a central angle of 17°29'47" (chord: N20°02'13"W 226.62 feet) to the southeasterly line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S41°44'18"W 0.54 feet to the easterly line of said MIDVALLEY ROAD Phase 1 Subdivision; thence along said Plat the following 4 (four) courses and distances: Northwesterly along the arc of a 745.00 foot radius non-tangent curve (radius bears: N78°39'39"E) 153.00 feet through a central angle of 11°46'00" (chord: N5°27'21"W 152.73 feet); thence N0°25'39"E 513.37 feet; thence N89°34'21"W 1,084.31 feet; thence S0°25'39"W 1,110.53 feet to the Section line; thence N89°17'16"W along the Section line 982.89 feet to the point of beginning.

Contains: 193.90+/- acres

VILLAGE 2 (PARCEL 36-A)

A portion of the NW1/4 and the NE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located S89°27'10"E along the Section line 103.03 feet from a 2002 Utah County monument marking the Northwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°27'10"E along the Section line 2,572.06 feet to a 1960 Utah County monument marking the North ¼ Corner of said Section 36; thence S89°36'58"E along the Section line 1,522.16 feet to the northwest corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail A in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S0°23'02"W 25.00 feet; thence S54°09'26"E 248.32 feet; thence S11°08'55"W 48.72 feet to the northeast corner of that Real Property conveyed to Eagle Mountain City described as Exhibit "A" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said property the following 3 (three) courses and distances: S42°09'31"W 134.22 feet; thence S6°36'38"W 68.52 feet; thence S13°15'31"E 154.22 feet to the southwest corner of said Pony Express Trail A; thence S78°51'05"E along said trail parcel 199.60 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County;

Exhibit "A" (continued)

thence S11°08'50"W along said roadway 60.00 feet to the north line of Pony Express Trail B described in said Deed Entry No. 63439:2005; thence N78°51'05"W along said trail parcel 196.98 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence along said lands the following 3 (three) courses and distances: S11°08'55"W 315.69 feet; thence along the arc of a 712.61 foot radius curve to the right 215.23 feet through a central angle of 17°18'19" (chord: S19°48'05"W 214.42 feet); thence S28°27'14"W 1,194.43 feet to the south line of said Pony Express Trail B; thence S61°32'46"E along said trail parcel 197.10 feet to the westerly line of said Sweetwater Road; thence S28°27'09"W along said Road 59.99 feet to the north line of Pony Express Trail C1 described in said Deed Entry No. 63439:2005; thence N61°32'46"W along said trail parcel 197.10 feet to the east line of lands of the State of Utah described as Exhibit "B" in Deed Entry No. 28888:2007 of the Official Records of Utah County; thence S28°27'14"W along said lands 469.02 feet to the northeasterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: N61°32'47"W 2,832.41 feet; thence along the arc of a 1,469.07 foot radius curve to the right 1,593.70 feet through a central angle of 62°09'23" (chord: N30°28'08"W 1,516.69 feet) to the point of beginning.

Contains: 167.12+/- acres

VILLAGE 3 (PARCEL 36-B)

A portion of the NE1/4 and the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2001 Utah County monument marking the Northeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S0°36'01"W along the Section line 2,698.21 feet to a 1971 Utah County monument marking the East ¼ Corner of said Section 36; thence S0°36'01"W along the Section line 2,640.39 feet to a 1913 GLO monument marking the Southeast Corner of said Section 36, said corner also being on the easterly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N1°02'41"W 468.20 feet; thence along the arc of a 2,103.00 foot radius curve to the left 2,220.67 feet through a central angle of 60°30'06" (chord: N31°17'44"W 2,118.93 feet); thence N61°32'47"W 447.25 feet to the southeasterly corner of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail C2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northwesterly along the arc of a 216.85 foot radius non-tangent curve (radius bears: N65°46'55"W) 308.63 feet through a central angle of 81°32'47" (chord: N16°33'18"W 283.23 feet) to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 3 (three) courses and distances: N28°27'09"E 1,522.91 feet; thence along the arc of a 1000.00 foot radius curve to the left 302.03 feet through a central angle of 17°18'19" (chord: N19°48'00"E 300.89 feet); thence N11°08'50"E 975.50 feet to the north line of said Section 36; thence S89°36'58"E along the Section line 623.01 feet to the point of beginning.

Contains: 90.26+/- acres

Exhibit "A" (continued)

VILLAGE 4 (ALL OF PARCEL 1-C & PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 3 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County located N89°22'22"W along the Section line 100.06 feet from a 1913 GLO monument marking the Northeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence along said Parcel 3 & Parcel 2 of said Exhibit B the following 3 (three) courses and distances: S0°18'26"W 1,937.28 feet; thence along the arc of a 1,543.83 foot radius curve to the right 819.70 feet through a central angle of 30°25'17" (chord: S15°31'05"W 810.11 feet); thence S30°43'43"W 2,249.70 feet to the south line of said Section 1; thence N89°30'11"W along the Section line 731.62 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 2,257.61 feet; thence East 780.42 feet; thence North 2,402.25 feet to the Section line; thence S89°22'22"E along the Section line 1,328.04 feet to the point of beginning.

Contains: 145.25+/- acres

PARCEL 1-C: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Southeast Corner of Section 1, T6S, R2W, S.L.B.& M.; thence N89°30'11"W along the Section line 1,347.75 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 & Parcel 1 of said Exhibit B the following 2 (two) courses and distances: N30°43'43"E 2,197.26 feet; thence along the arc of a 1,723.83 foot radius non-tangent curve (radius bears: N56°39'47"W) 605.16 feet through a central angle of 20°06'50" (chord: N23°16'48"E 602.06 feet) to the east line of said Section 1; thence S0°18'12"W along the Section line 2,453.52 feet to the point of beginning.

Contains: 35.74+/- acres

PORTION OF PARCEL 1-A: A portion of the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northwest Corner of that Real Property described in Deed Entry No. 18900:2017 of the Official Records of Utah County, located N00°27'00"E along the ¼ Section line 1,337.61 feet from the South 1/4 Corner of Section 1, T6S, R2W, SLB&M; thence N0°27'00"E along the 1/4 Section line 918.83 feet; thence East 381.86 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S0°00'12"E along said Right-of-Way 919.45 feet to the northerly line of said Deed Entry No. 18900:2017; thence N89°27'44"W along said deed 389.12 feet to the point of beginning.

Contains: 8.12+/- acres

Exhibit "A" (continued)

VILLAGE 5 (PORTIONS OF PARCELS 1-B & 1-A)

PORTION OF PARCEL 1-B: A portion of the NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°22'22"E along the Section line 244.89 feet; thence South 2,402.25 feet; thence West 780.42 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 1,246.31 feet to the south line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park C in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence along said Park Parcel the following 4 (four) courses and distances: N89°59'41"E 399.92 feet; thence N0°00'20"W 430.00 feet; thence Southwesterly along the arc of a 1,616.71 foot radius non-tangent curve (radius bears: N6°53'57"W) 332.40 feet through a central angle of 11°46'48" (chord: S88°59'27"W 331.81 feet); thence N81°14'44"W 43.67 feet to the easterly line of said Sweetwater Road; thence Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S81°44'14"E) 770.18 feet through a central angle of 18°20'55" (chord: N17°26'14"E 766.89 feet) to the north line of said Section 1; thence S89°12'34"E along the Section line 280.88 feet to the point of beginning.

Contains: 37.25+/- acres

PORTION OF PARCEL 1-A: A portion of the NW1/4, NE1/4 and the SE1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the southerly line of that Real Property described in Deed Entry No. 19072:2005 of the Official Records of Utah County, located S01°22'27"W along the Section line 1,603.65 feet and East 1,942.99 feet from the Northwest Corner of Section 1, T6S, R2W, SLB&M; thence along said deed the following 3 (three) courses and distances: N89°59'40"E 719.20 feet; thence N00°00'18"W 400.00 feet; thence N89°59'40"E 400.08 feet to the Westerly Right-of-Way line of Sweetwater Road; thence S00°00'12"E along said Right-of-Way line 1,246.32 feet; thence West 381.86 feet to the 1/4 Section line; thence N00°27'05"E along the 1/4 Section line 421.83 feet to the Center 1/4 Corner of said Section 1; thence N89°25'35"W along the 1/4 Section line 740.79 feet; thence N00°00'17"W along the extension of and along said deed 416.97 feet to the point of beginning.

Contains: 18.20 acres+/-

VILLAGE 6 (PORTION OF PARCEL 1-A)

A portion of the NW1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 1, T6S, R2W, S.L.B.& M.; thence S89°25'23"E along the Section line 951.55 feet to a 1976 Utah County monument marking the Southwest Corner of Section 36, T5S, R2W, S.L.B.& M.; thence S89°17'16"E along the Section line 982.89 feet to the westerly line of MIDVALLEY ROAD Phase

Exhibit "A" (continued)

1 Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S0°25'39"W along said Plat 84.27 feet; thence S89°34'21"E along said Plat and extension thereof 601.05 feet to the northwesterly line of that Real Property conveyed to Eagle Mountain City described as Pony Express Trail G in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence S41°43'17"W along said Trail parcel 482.17 feet; thence N89°01'19"W 1,242.21 feet along the extension of, and along the northerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park A in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S1°14'03"W along said Park Parcel 1,449.26 feet to the southwesterly line of said Pony Express Trail G Parcel; thence S3°01'08"W along said Trail Parcel 66.85 feet; thence S89°18'12"E 967.57 feet along said Trail Parcel and along the southerly line of that Real Property conveyed to Eagle Mountain City described as Mid-Valley Regional Park B in Deed Entry No. 19072:2005 of the Official Records of Utah County; thence S0°00'17"E 43.48 feet to the 1/4 Section line; thence N89°25'34"W along the ¼ Section line 1,952.67 feet to a 1990 Utah County monument marking the West ¼ Corner of said Section 1; thence N1°22'28"E along the Section line 2,001.17 feet to the point of beginning.

Contains: 59.53+/- acres

VILLAGE 7 (PARCELS 12-A, 12-B AND 12-C):

PARCEL 12-A: A portion of the NW1/4 and the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 1958 Utah County monument marking the Northwest Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°21'52"E along the Section line 2,685.10 feet to a 1958 Utah County monument marking the North ¼ Corner of said Section 12; thence S89°30'11"E along the Section line 399.70 feet to the westerly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence S0°00'12"E along said road 1,404.25 feet to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of the NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 409.41 feet to the southeast corner of the N1/2 of the NW1/4 of said Section; thence S88°46'11"W along the 40 acre (1/16th Section) line 2,736.06 feet to the west line of Section 12; thence N2°17'03"E along the Section line 1,506.48 feet to the point of beginning.

Contains: 103.99+/- acres

PARCEL 12-B: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County located S89°30'11"E along the Section line 489.70 feet from a 1958 Utah County monument marking the North ¼ Corner of Section 12, T6S, R2W, S.L.B.& M.; thence S89°30'11"E along the Section line 731.62 feet to the westerly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 of said Exhibit B the following 4 (four) courses and distances: S30°43'43"W 1,000.19 feet; thence along the arc of a 555.00 foot radius curve to the right 188.22

Exhibit "A" (continued)

feet through a central angle of 19°25'50" (chord: S40°26'38"W 187.32 feet); thence S50°09'33"W 84.57 feet; thence along the arc of a 345.00 foot radius curve to the left 47.12 feet through a central angle of 7°49'29" (chord: S46°14'48"W 47.08 feet) to the easterly line of said Sweetwater Road; thence N0°00'12"W along said road 1,095.40 feet to the point of beginning.

Contains: 10.09+/- acres

PARCEL 12-C: A portion of the NE1/4 of Section 12, Township 6 South, Range 2 West, Salt Lake Based & Meridian located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northeast corner of the NW1/4 of the NE1/4 of Section 12, T6S, R2W, S.L.B.& M. located N89°30'11"W along the Section line 1,336.62 feet from a 1958 Utah County monument marking the Northeast Corner of said Section 12; thence S0°25'35"W 1,375.70 feet along the east line of said NW1/4 of the NE1/4 to the north line of lands of Eagle Mountain City described in Deed Entry No. 39229:2008 of the Official Records of Utah County, said north line is also the south line of said NW1/4 of the NE1/4 of said Section; thence S88°44'07"W along the 40 acre (1/16th Section) line 836.77 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence N0°00'12"W along said road 73.71 feet to a point on the southeasterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Bypass Road Parcel 2 the following 4 (four) courses and distances: Northeasterly along the arc of a 255.00 foot radius non-tangent curve (radius bears: N89°59'55"E) 223.26 feet through a central angle of 50°09'54" (chord: N25°04'52"E 216.20 feet); thence N50°09'33"E 84.57 feet; thence along the arc of a 645.00 foot radius curve to the left 218.74 feet through a central angle of 19°25'50" (chord: N40°26'38"E 217.69 feet); thence N30°43'46"E 1,052.65 feet to the north line of said Section; thence S89°30'11"E along the Section line 11.12 feet to the point of beginning.

Contains: 13.81+/- acres

VILLAGE 8 (PARCELS 36-C AND 36-D):

PARCEL 36-C: A portion of the SE1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point on the westerly line of Airport Road as described in Deed Entry 19071:2005 of the Official Records of Utah County, located N88°59'18"W along the Section line 206.14 feet from a 1913 GLO monument marking the Southeast Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N88°59'18"W along the Section line 749.99 feet to the easterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 1 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 1 and along Parcel 2 of said Exhibit B of said deed the following 3 (three) courses and distances: N0°18'26"E 638.43 feet; thence along the arc of a 1,194.67 foot radius curve to the left 1,374.04 feet through a central angle of 65°53'55" (chord: N32°38'31"W 1,299.55 feet); thence N65°29'30"W 421.12 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 2 (two) courses and distances: Northeasterly along the arc of a 455.00 foot radius non-tangent curve (radius bears: S65°17'44"E) 29.76 feet through a central angle of 3°44'53" (chord: N26°34'42"E 29.76 feet); thence N28°27'09"E 317.98 feet to the southwesterly corner of that

Exhibit "A" (continued)

Real Property conveyed to Eagle Mountain City described as Pony Express Trail D2 in Deed Entry No. 63439:2005 of the Official Records of Utah County; thence Northeasterly along the arc of a 221.37 foot radius non-tangent curve (radius bears: N23°13'44"E) 306.85 feet through a central angle of 79°25'10" (chord: N73°31'09"E 282.87 feet) to the southwesterly line of said Airport Road; thence along said roadway the following 3 (three) courses and distances: S61°32'47"E 447.30 feet; thence along the arc of a 1,897.00 foot radius curve to the right 2,003.14 feet through a central angle of 60°30'06" (chord: S31°17'44"E 1,911.37 feet); thence S1°02'41"E 460.79 feet to the point of beginning.

Contains: 39.04+/- acres

PARCEL 36-D: A portion of the SE1/4 and the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a 2004 Utah County monument marking the South ¼ Corner of Section 36, T5S, R2W, S.L.B.& M.; thence N89°12'34"W along the Section line 280.88 feet to the easterly line of Sweetwater Road described as Exhibit C in Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said roadway the following 4 (four) courses and distances: Northeasterly along the arc of a 2,405.00 foot radius non-tangent curve (radius bears: S63°23'19"E) 28.20 feet through a central angle of 0°40'18" (chord: N26°56'50"E 28.19 feet); thence N27°16'59"E 1,067.90 feet; thence along the arc of a 545.00 foot radius curve to the left 26.39 feet through a central angle of 2°46'26" (chord: N25°53'46"E 26.38 feet); thence N24°30'33"E 884.25 feet to the southwesterly line of that Real Property conveyed to Eagle Mountain City described as Bypass Road Parcel 2 in Exhibit B of Deed Entry No. 19071:2005 of the Official Records of Utah County; thence along said Parcel 2 and along Parcel 1 of said Exhibit B of said deed the following 3 (three) courses and distances: S65°29'35"E 421.11 feet; thence along the arc of a 1,014.67 foot radius curve to the right 1,165.25 feet through a central angle of 65°47'56" (chord: S32°35'32"E 1,102.27 feet); thence S0°18'26"W 720.28 feet to the south line of said Section 36; thence N89°22'22"W along the Section line 1,572.93 feet to the point of beginning.

Contains: 51.84+/- acres

The Overland parcels contain 974.14+/- acres

Pony Express parcel

THE EAST 1/ 2 OF THE SOUTHWEST 1/4 AND THE WEST 1/ 2 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING BEING N89°33'04"W BETWEEN THE MONUMENTS LOCATED AT THE SOUTHEAST CORNER AND THE SOUTH 1/ 4 CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BASED ON THE UTAH STATE PLANE COORDINATE SYSTEM, NAD83. CONTAINS 151.00 ACRES, MORE OR LESS. *LESS AND EXCEPTING THE FOLLOWING PARCEL OF LAND THAT WAS DEEDED TO EAGLE MOUNTAIN CITY FOR USE AS*

Exhibit "A" (continued)

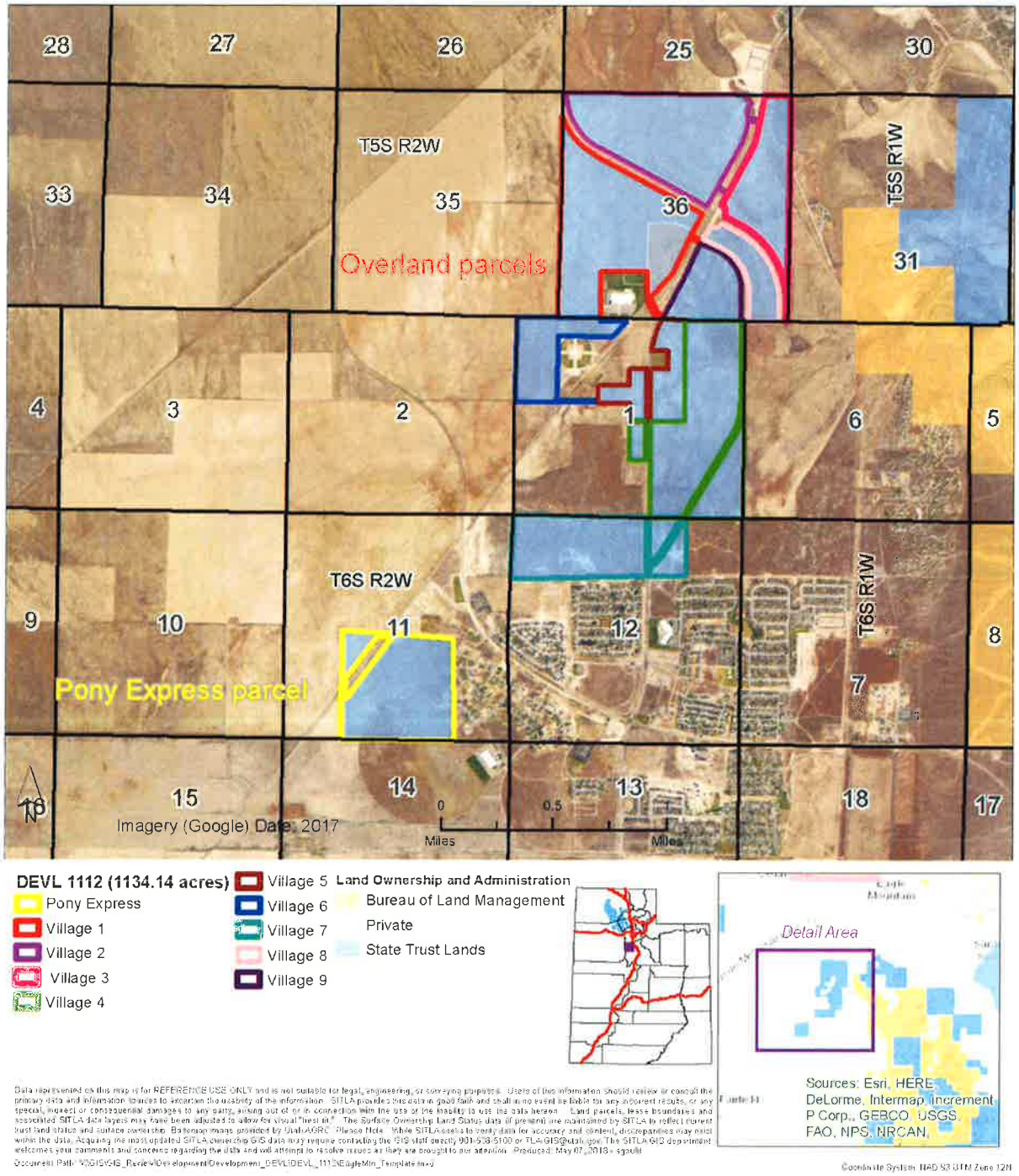
PUBLIC SPACE (PONY EXPRESS TRAIL PARK): BEGINNING AT A POINT S00°20'56"E 2911.14 FEET AND S89°39'04"W 158.94 FEET FROM THE NORTH 1/ 4 CORNER OF SECTION 11, T6S, R2W, SLB&M. BASIS OF BEARING BEING: S89°39'04"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/ 4 CORNER OF SAID SECTION 11. THENCE S36°42'15"W 1810.28 FEET; THENCE N00°05'38"W 476.33 FEET; THENCE N36° 42'15"E 1243.06 FEET; THENCE S86°22'06"E 340.48 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

The Pony Express parcel contains 141.00 +/- acres

The Property contains 1,115.14+/- acres

Exhibit "A" (continued)

General Depiction of Property:



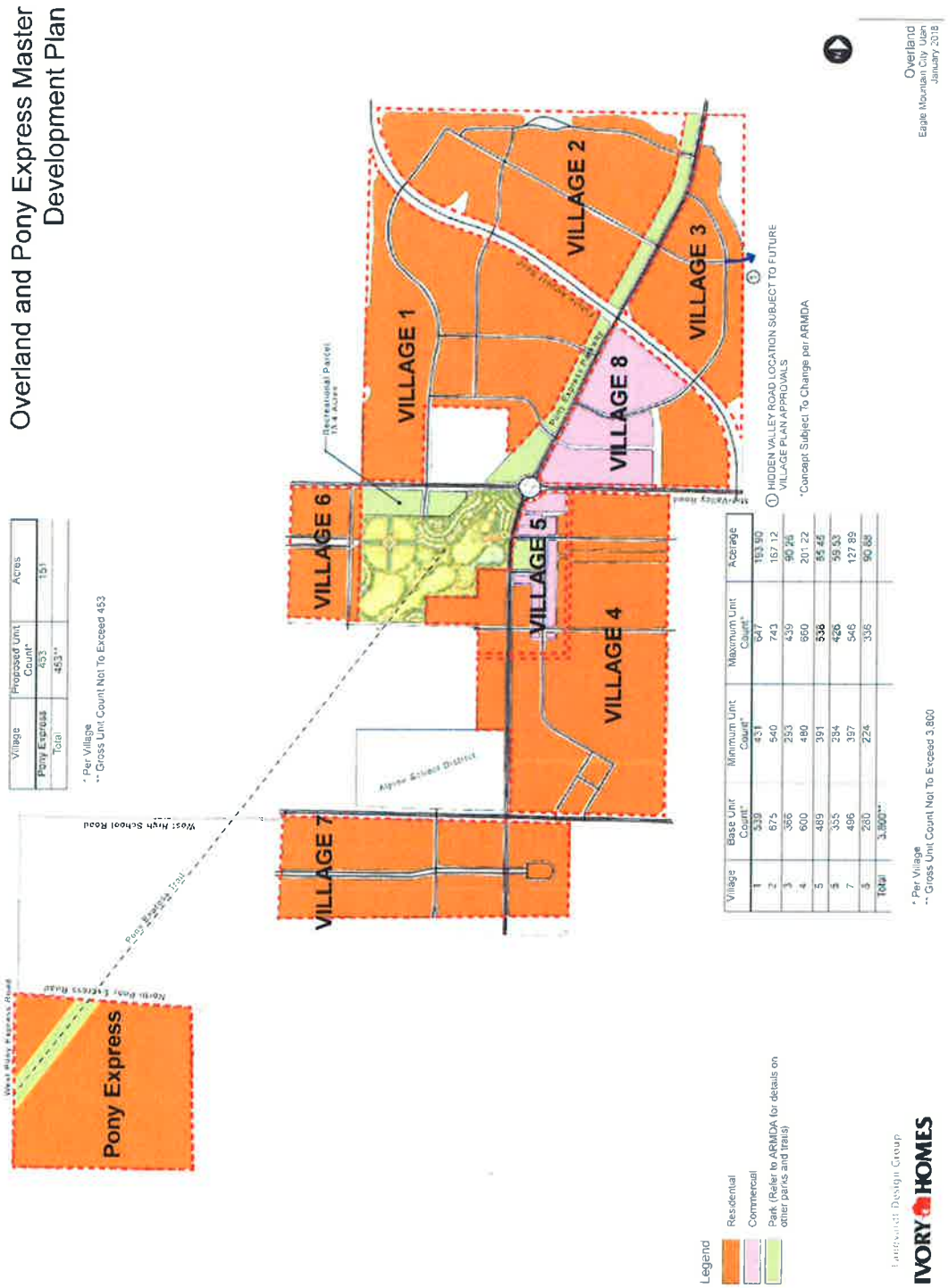
Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. SITLA provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use or the inability to use the data hereon. Land parcels, lease boundaries and associated SITLA data layers may have been adjusted to allow for visual "best fit". The Surface Ownership Land Status data (if present) are maintained by SITLA to reflect current trust land status and surface ownership. Basemap images provided by UtahAGRC. Please Note: While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated SITLA ownership GIS data may require contacting the GIS staff directly 801-538-5100 or TLAGIS@utah.gov. The SITLA GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Produced: May 07, 2018 • sgoulti

Document Path: \\SGIS\GIS_Review\Development\Development_DEVL\DEVL_1112\ArcMap_Template.mxd

Coordinate System: NAD 83 UTM Zone 12N

Exhibit "B"

Master Plan



Village	Proposed Unit Count*	Acres
Pony Express	453	151
Total	453**	

* Per Village
** Gross Unit Count Not To Exceed 453

Village	Base Unit Count*	Minimum Unit Count*	Maximum Unit Count*	Acerage
1	539	431	647	153.90
2	675	540	743	157.12
3	366	293	439	90.26
4	600	480	660	201.22
5	489	391	538	85.45
6	355	284	426	59.53
7	496	397	546	127.89
8	280	224	336	90.68
Total	3,800**			

* Per Village
** Gross Unit Count Not To Exceed 3,800

Exhibit "C"

City's Vested Laws

[not attached to recorded version]

Exhibit "D"

Reimbursable Improvements

Impact Fee Reimbursements	Paid thru FY2017	Remaining to be paid to Owner	Total
Excess Capacity - 12" Water Line	$ 206,458.16	$ 217,460.84	$ 423,919.00
Excess Capacity - Airport Rd ROW	$ 107,719.64	$ 125,949.36	$ 233,669.00
Parks	$ 623,948.12	$ 476,051.88	$ 1,100,000.00
Sweetwater Rd - Construction Ph 1	$ 872,332.51	$ 430,759.49	$ 1,303,092.00
Sweetwater Rd - Initial ROW	$ 30,000.00	$ 30,000.00 (A)	$ 60,000.00
Water System Improvements	$ -	$ 750,000.00 (B)	$ 750,000.00
TOTAL	**$ 1,840,458.43**	**$ 2,030,221.57**	**$ 3,870,680.00**

Notes

(A) City-Owner agreement dated Aug. 15, 1999: DEVL 634 - Paragraph 1 (ROW value is $60,000; developer paid $30,000 in 1999).

(B) City-Owner Master Development Agreement dated Oct. 7, 2003: DEVL 703 - Paragraph IX on water system improvements; City-Owner Election of Reimbursement Agreement dated Jul. 9, 2008 for reimbursement of $750,000 advanced funds; and City-Owner Release of Funds letter dated Aug. 4, 2010.

Exhibit "E"

Parks and Open Space Examples

LARGE PARK EXAMPLES

Bellevue Park *(Draper City)*



Ivory Ridge Park *(Lehi City)*



Exhibit "E" (continued)

MEDIUM PARK EXAMPLES

Monterey Estates Park *(Syracuse City)*



Colony Pointe Park *(Lehi City)*



Exhibit "E" (continued)

SMALL PARK EXAMPLES

Cranberry Farms Park *(Lehi City)*



Tuscan Estates Park *(South Ogden City)*

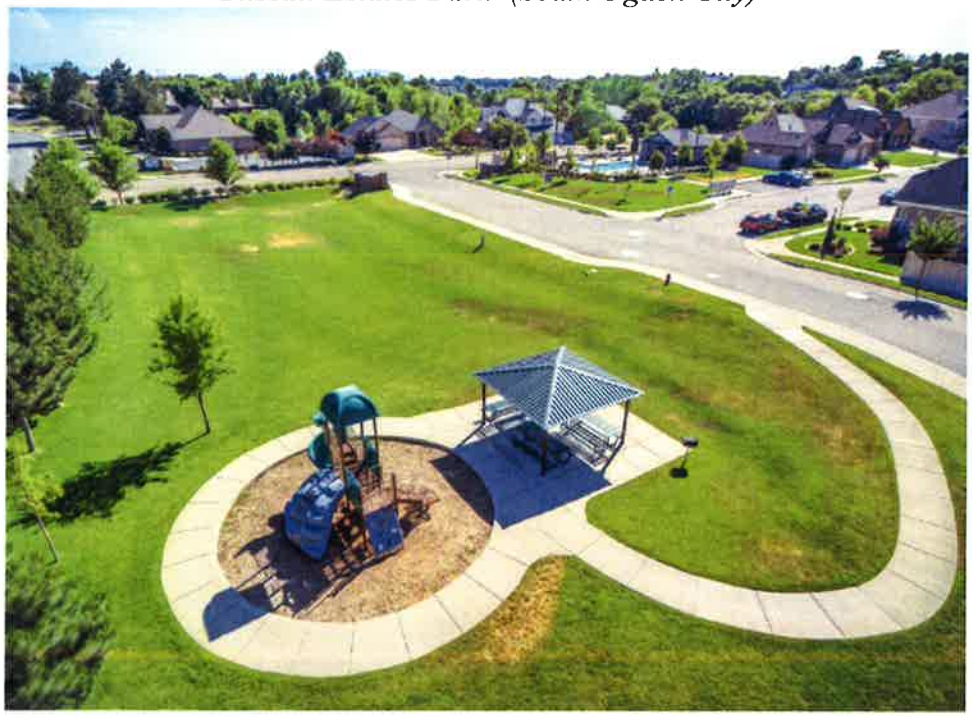


Exhibit "F"

Village 1 Parks, Open Space, Trails, and Amenities Master Plan



Exhibit "G"

Sample Owner's Dedication Language for Plats

OWNER'S DEDICATION

KNOW ALL MEN by these presents that the State of Utah, acting through the School and Institutional Trust Lands Administration, for good and valuable consideration received, does hereby dedicate and convey to Eagle Mountain City, a political subdivision of the State of Utah, for perpetual use of the public, those parcels of land designated herein as _____, as shown on this plat, and to each public utility providing utility services, non-exclusive easements over, on, under, and across the utility easements as shown or referenced on this plat. [Add use restrictions, as applicable.]

Excepting and reserving to the State of Utah all coal, oil and gas, and other mineral deposits in the dedicated lands.

In witness hereof we hereunto set our hands this ____ day of _____ 20____.

STATE OF UTAH

THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

_____

_____, Director

APPROVED AS TO FORM

_____

_____, Utah Attorney General

_____ My commission expires:

_____ Notary Public
Residing in: _____

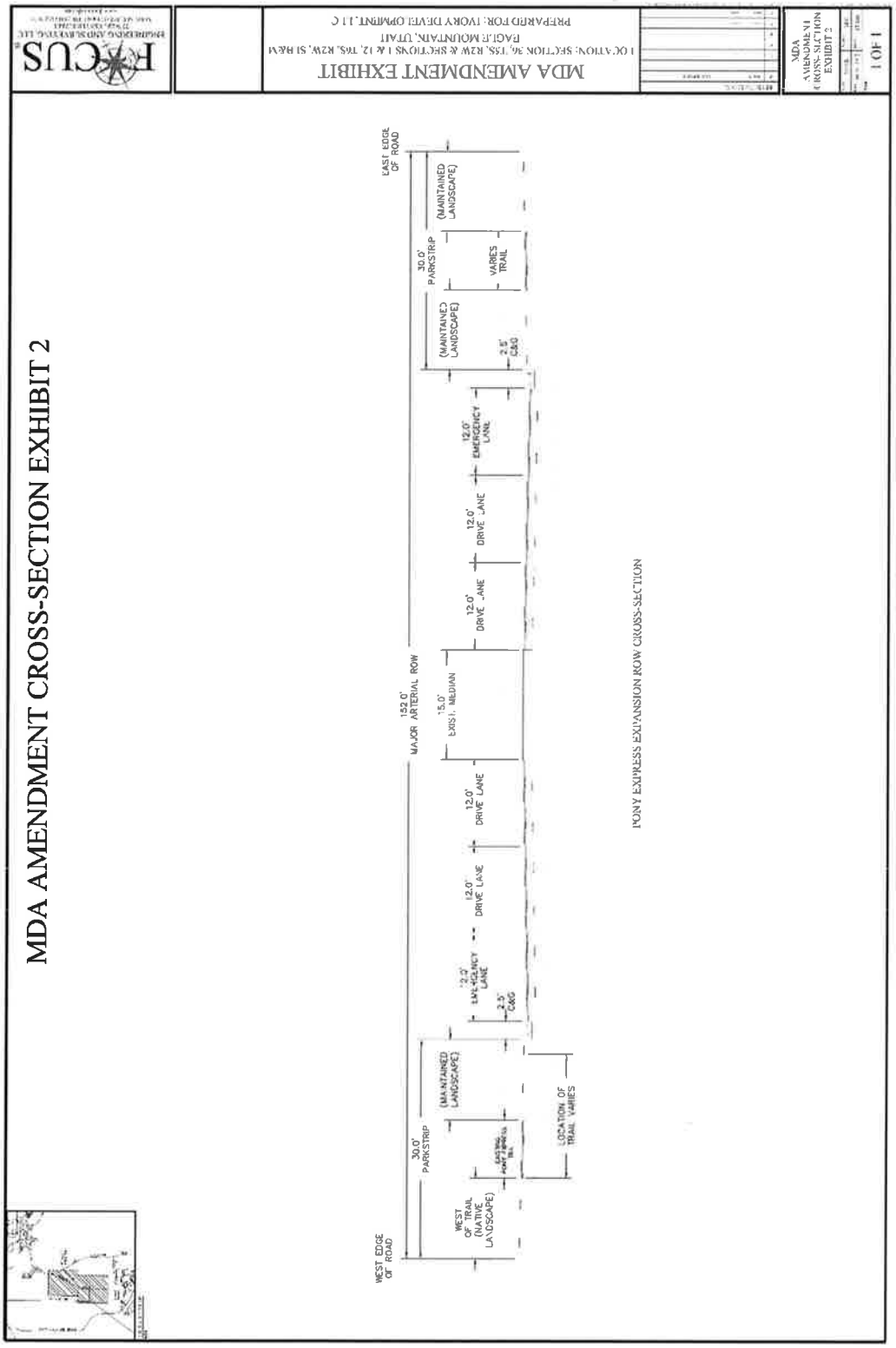
Exhibit "H"

Trails Plan



Exhibit "I"

Cross-Section of Expansion of Pony Express Parkway



FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR OVERLAND DEVELOPMENT AND PONY EXPRESS PARCEL

This First Amendment to Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel ("First Amendment") is entered into this ____ day of August, 2019 ("Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah, the State of Utah, School and Institutional Trust Lands Administration, and Ivory Homes, Ltd, ("Ivory") a Utah limited partnership, sometimes referred to jointly herein as "Parties."

RECITALS:

WHEREAS The Parties previously entered into that certain Amended and Restated Master Development Agreement for Overland Development and Pony Express Parcel dated December 5, 2017 ("Agreement") with respect to real property located in Eagle Mountain City, State of Utah ("Property");

WHEREAS the Parties have cooperated in the preparation of this First Amendment and desire to enter into this First Amendment to modify and add certain terms to the Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Timing for Construction of Amenities. Section 11.3.1 of the Agreement shall be amended and restates as follows:

> A Club Ivory and an approximately 4-acre park in Village 1 will begin construction by December 15, 2019 and will be completed prior to the earlier of the recording of a plat containing the 350th Building Permit or June 30th, 2020;

3. Trees. A Section 12.9 shall be added to the Agreement and shall state as follows:

> Ivory shall work with Eagle Mountain City Parks Department to pay for and install one hundred (100) trees in the Pony Express median from Lake Mountain Road to Bobby Wren Blvd. The trees shall be installed by November 30, 2019.

4. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this First Amendment with the terms and conditions of the Agreement, the terms and conditions of this First Amendment shall be binding and govern the conduct of the parties.

5. No Other Changes. All provisions in the Agreement as it may have been previously amended not specifically amended by this First Amendment shall remain in full force and effect.

6. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

[*signatures on following page(s)*]

MASTER DEVELOPER
Ivory Homes, Ltd.

_____

By: _____
Its: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of May, 2018, personally appeared before me _____, the _____of Ivory Homes, Ltd. A Utah limited partnership, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of Ivory Homes, Ltd.

_____
NOTARY PUBLIC
Residing at: _____

CITY
EAGLE MOUNTAIN CITY

_____

By: Tom Westmoreland
Its: Mayor

Approved as to form and legality: Attest:

_____ _____

City Attorney City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the _____day of May, 2018, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____

NOTARY PUBLIC

OWNER
STATE OF UTAH, through
the School and Institutional
Trust Lands Administration

_____
By: David Ure
Its: Director

Approved as to Form:

_____
Special Assistant Attorney General

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On ___ the day of May, 2018, personally appeared before me David Ure, the Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Trust Lands Administration.

_____
NOTARY PUBLIC
Residing at: _____