



EAGLE MOUNTAIN PLANNING COMMISSION MEETING

June 14, 2022, 5:30 PM

Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

5:30 P.M. - Eagle Mountain City Planning Commission Work Session

1. Discussion Items

- 1.A [List of Code Changes](#)
- 1.B [Flex Homes](#)

6:30 P.M. - Eagle Mountain City Planning Commission Policy Session

2. Pledge of Allegiance

3. Declaration of Conflicts of Interest

4. Approval of Meeting Minutes

- 4.A May 10, 2022 Planning Commission Minutes
[PC Minutes 05.10.22 DRAFT](#)

5. Status Report

6. Action and Advisory Items

- 6.A [ACTION ITEM - Proposed Amendments to Title 17.15.030 creating an Alternate Member of the Planning Commission](#)
[17-15-030 Alternate PC Member](#)
- 6.B [ACTION ITEM - Triumph Subdivision Master Development Agreement](#)
[Triumph Sub MDA PC 6.14.22.pdf](#)

7. Discussion Items

8. Next scheduled meeting

9. Adjournment

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodation for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6610. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 14, 2022**

TITLE: List of Code Changes

ITEM TYPE: Discussion

APPLICANT: City

ACTION ITEM:

No

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

BACKGROUND:

Receive feedback on potential and state code required changes to:

- Accessory building standards
- Architectural standard prohibition of 2-units dwellings (state code change)

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 14, 2022**

TITLE: Flex Homes

ITEM TYPE: Discussion

APPLICANT: City Staff

ACTION ITEM:

No

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

BACKGROUND:

Discuss alternative housing options suggested by developer/consultant.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

RECOMMENDATION:

ATTACHMENTS:



EAGLE MOUNTAIN Planning Commission MEETING MINUTES

May 10, 2022, 6:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

COMMISSION MEMBERS PRESENT: Jason Allen, Jeremy Bergener, Christopher Pengra, and Erin Wells. Commissioner Matthew Everett was excused.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Colby Curtis, Liaison to the Planning Commission.

CITY STAFF PRESENT: Steve Mumford, Assistant City Administrator/Community Development Director; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; and Fionnuala Kofoed, Director of Administrative Services/City Recorder.

5:30 P.M. – Eagle Mountain City Planning Commission Work Session

1. Discussion Items

No work session was held.

6:30 P.M. – Eagle Mountain City Planning Commission Policy Session

Commissioner Wells called the meeting to order at 6:30 p.m.

2. Pledge of Allegiance

Commissioner Wells led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

None.

4. [Approval of Meeting Minutes](#)

- 4.A. April 26, 2022 Planning Commission Minutes

MOTION: *Commissioner Bergener moved to approve the April 26, 2022 meeting minutes. Commissioner Pengra seconded the motion.*

Those Voting Yes

☒ ***Jason Allen***

☒ ***Jeremy Bergener***

Those Voting No

☐ ***Jason Allen***

☐ ***Jeremy Bergener***

Those Abstaining

☐ ***Jason Allen***

☐ ***Jeremy Bergener***

Those Absent

☐ ***Jason Allen***

☐ ***Jeremy Bergener***

☐ Matthew Everett	☐ Matthew Everett	☐ Matthew Everett	☒ Matthew Everett
☒ Chris Pengra	☐ Chris Pengra	☐ Chris Pengra	☐ Chris Pengra
☐ Erin Wells	☐ Erin Wells	☒ Erin Wells	☐ Erin Wells

The motion passed with a vote of 3:0. Commissioner Wells abstained as she was not present at the April 26, 2022 meeting.

5. Status Report

Planning staff reviewed the planning items discussed and voted upon during the May 3, 2022 City Council meeting.

6. Action and Advisory Items

6.A. ACTION ITEM – Mountain America Credit Union

Item removed from the agenda at the request of the applicant.

6.B. ACTION ITEM – Mochila Technology Park

Senior Planner Tayler Jensen presented the item. The rezone requests the Regional Technology and Industry (RTI) Overlay Zone on approximately 120 acres. The RTI Overlay is set to expire on May 31, 2022; however, the Council will be voting during the May 17th City Council meeting on whether to extend the expiration. The request to add the RTI Overlay zone is compliant with the General Plan which designates the area for Business Park/Light Industry. The adjacent parcels are designated as Business Park/Light Industry and properties to the north and east already contain the RTI Overlay zone. All surrounding property is in the same future land use designation and property with the RTI Overlay and active RTI Overlay building sites are adjacent. The proposed use is not anticipated to overburden City Services. The use is not anticipated to generate significant traffic once construction is completed. The proposed use is not expected to have a significant negative impact on surrounding property values.

Applicant representative Adrienne Bell stated the future freeway indicated for this area will be addressed during the site plan phase of the application.

Commissioner Wells opened the public hearing at 6:41 p.m.

The Planning Commission received an email from Reagan Peck the owner of property adjacent to the area. He expressed concern with use compatibility, the safety of his animals, and utility impacts.

Commissioner Wells closed the public hearing at 6:43 p.m.

MOTION: ***Commissioner Allen moved to recommend approval to the City Council of the rezone for Mochila Technology Park. Commissioner Pengra seconded the motion.***

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>
☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☒ <i>Matthew Everett</i>
☒ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>
☒ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>

The motion passed with a unanimous vote.

6.C. PUBLIC HEARING – Proposed Amendments to Required Garage Dimensions for Residential Units (EMCC 17.25)

Planning Manager Robert Hobbs presented the item. State Code 10-9a-534 was amended last year, effective May 28, 2021, to prevent cities from imposing minimum garage sizes on single-family homes and two-family homes such as duplexes. Municipal Code currently requires all garages to be 22 feet by 22 feet. He presented three potential amendments to City standards to come into compliance with State requirements:

Option 1 – EMMC 17.25.050(C) Parking and Garage Dimensions. Projects shall comply with the off-street parking standards found in Chapter 17.55 EMMC, which includes standards for enclosed parking, covered parking, and visitor parking. The following requirements shall apply to all garages – except for those associated with detached single-family or two-family [duplex] dwellings: (1) minimum dimensions of two-car garages shall be 22 feet by 22 feet; (2) two-car garage door openings shall be a minimum of 16 feet wide by 8 feet tall; (3) single-car garages shall have a useable parking area [of] no less than 12 feet in width by 20 feet in depth; and (4) single-car garage door openings shall be a minimum of 9 feet wide by 8 feet tall.

Option 2 – EMMC 17.25.050(C) Off-street Parking Residential. Projects shall comply with the off-street parking standards found in Chapter 17.55 EMMC.

Option 3 – Repeal EMMC 17.25.050(C).

Commissioner Wells opened the public hearing at 6:46 p.m. As there were no comments, she closed the hearing.

Assistant City Administrator/Community Development Director Steve Mumford explained that staff does not have a strong preference regarding the presented options. Option 2 would simplify enforcement. Retaining the larger garage standards for townhomes would require builders to alter their townhome plans because Eagle Mountain is the only City with a requirement for larger garages.

Commissioner Wells noted the benefit of larger garages for townhomes augmenting the storage space for the units; however, it also increases the cost to both the developer and the resident.

Commissioner Allen supported Option 1 due to the benefit of the additional space and the ability for the City to enforce the requirement when desired while allowing developers to request an exemption if merited.

Commissioner Bergener noted the incongruity of adding an expansion requirement on a compact product. As such, he slightly prefers Option 2 but is open to considering and supporting the other options.

Commissioner Pengra stated that he is in favor of Option 1.

Mr. Mumford clarified that one of the purposes of the garage size standard was to increase the width to allow two cars to be parked in a garage with space to open the doors of the vehicles and a depth to accommodate both the stairs from the garage to the interior of the home and longer vehicles.

MOTION: *Commissioner Bergener moved to recommend approval to the City Council of the amendment to Eagle Mountain Municipal Code 17.25050(C), Option 1. Commissioner Pengra seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>
☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☐ <i>Matthew Everett</i>	☒ <i>Matthew Everett</i>
☒ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>	☐ <i>Chris Pengra</i>
☒ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>	☐ <i>Erin Wells</i>

The motion passed with a unanimous vote.

7. Discussion Items

Mr. Mumford thanked Mr. Jensen for his service during his tenure with the City and wished him well on his new employment opportunity.

8. Next scheduled meeting

The next Planning Commission meeting is scheduled for May 24, 2022.

9. Adjournment

MOTION: *Commissioner Pengra moved to adjourn the meeting at 6:58 p.m. Commissioner Allen seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>	☐ <i>Jason Allen</i>
☒ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>	☐ <i>Jeremy Bergener</i>

☐ Matthew Everett	☐ Matthew Everett	☐ Matthew Everett	☒ Matthew Everett
☒ Chris Pengra	☐ Chris Pengra	☐ Chris Pengra	☐ Chris Pengra
☒ Erin Wells	☐ Erin Wells	☐ Erin Wells	☐ Erin Wells

The motion passed with a unanimous vote.

The meeting was adjourned at 6:58 p.m.

Approved by the Planning Commission on June 14, 2022.

Steve Mumford, AICP
Assistant City Administrator/Community Development Director



EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 14, 2022

TITLE: ACTION ITEM - Proposed Amendments to Title 17.15.030 creating an Alternate Member of the Planning Commission

ITEM TYPE: Development Code Amendment

APPLICANT: Staff

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

BACKGROUND:

Utah Code 10-9a-301 requires each municipality to enact an ordinance establishing a planning commission. The ordinance must define the number and terms of the members (and, if the municipality chooses, alternate members), the mode of appointment, the procedures for filling vacancies and removal from office, the authority of the planning commission, the rules of order and procedure for use by the planning commission in a public meeting, and other details relating to the organization and procedures of the planning commission.

Councilmember Wright consulted with Mayor Westmoreland and requested a change to City Code to allow for an Alternate Planning Commission member who would be involved in the discussions during meetings and have the ability to vote in the absence of a regular member. The City Attorney drafted a proposed amendment that allows for this to happen. The amendment removes some unnecessary language, requires the Mayor to provide notice to the City Council of the planned appointee for their feedback, allows for the removal of the member, and allows them to serve until they are appointed as a regular member or removed from the Commission.

There have been quite a few meetings this year where at least one member was unable to attend, so the addition of a fully-participating alternate member would be helpful and would prepare them to fill a future vacancy on the Commission with very little training time necessary.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development code amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

RECOMMENDATION:

We recommend that the Planning Commission make the following motion;

I move that the Planning Commission recommend approval to the City Council of the Amendments to Section 17.15.030 of the City Code as proposed.

ATTACHMENTS:

17-15-030 Alternate PC Member

17.15.030 Planning commission – Organization.

A The planning commission shall be established, as authorized by Section 10-9~~a-23~~01, et seq., Utah Code Annotated 1953.

B. ~~Five~~ Six Members. The planning commission shall consist of five regular members and one alternate member. The five regular members of the planning commission shall be entitled to attend all meetings and vote on all issues. The alternate member is encouraged to attend all meetings and can fully participate in all meeting discussions, but the alternate member shall only vote if a regular member is not in attendance. ~~The mayor, with the advice and consent of the city council, shall appoint members to the planning commission.~~

C. Terms. ~~Planning commission~~ The regular members of the planning commission shall serve terms of three years, ~~except those members initially appointed, who shall serve terms, as set by lottery, of up to six years, in order to provide for the annual appointment or reappointment of at least one member.~~ The alternate member shall serve until appointed as a regular member of the planning commission or removed in accordance with subsection G.

D. Vacancies. The mayor shall, with the advice and consent of the city council, fill any vacancy within 30 days of the death, resignation, or removal of a member, or the expiration of a member's term. The term of such appointment shall be for the remainder of the unexpired term.

E. Notice to Council. Not less than five days prior to publicly noticing the possible appointment of any person to the planning commission, the mayor shall provide to each member of the city council the name, and application or resume if available, of each person the mayor is considering appointing to the planning commission. Members of the city council may individually provide the mayor with feedback or recommendations regarding each potential appointment.

F. Bylaws. The planning commission shall elect officers and adopt policies, bylaws and procedures for the conduct of its internal business, in accordance with state law and this title.

G. Removals. Any planning commission member may be removed with or without cause by the mayor with the advice and consent of the city council. ~~Planning commission members may be removed for failure to attend meetings, as provided by the planning commission's policies and procedures.~~ Planning Commission members may also be removed for cause by the city council, ~~based on written charges and~~ after a hearing before the city council, if such a hearing is requested by the member, at which the city council shall vote on removal of the planning commission members. [Ord. O-23-2005 § 3 (Exh. 1(1) § 3.3)].



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JUNE 14, 2022**

TITLE: ACTION ITEM - Triumph Subdivision Master Development Agreement

ITEM TYPE: Master Development Agreement

APPLICANT: Scot Hazard

ACTION ITEM:

Yes

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

BACKGROUND:

The MDA is in conformance with the approved Master Development Plan, General Plan land use, zone, and preliminary plat.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

RECOMMENDATION:

Staff recommends the Planning Commission review the Master Development Agreement and forward a positive recommendation to the City Council.

ATTACHMENTS:

[Triumph Sub MDA PC 6.14.22.pdf](#)

WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT
FOR
TRIUMPH SUBDIVISION**

THIS MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (hereinafter -- “**Eagle Mountain City**”) and **Belle Street Investments, LLC**, a Utah limited liability company (hereinafter - “**Developer**”).

RECITALS

A. Developer is the owner of approximately 161.99 acres of real property as described in Exhibit A (hereinafter the “**Property**”).

B. On January 18, 2022, the Eagle Mountain City Council approved a requested Rezone of the Property and a Master Plan / Preliminary Plat for development attached as Exhibit C (the “**Master Plan**”).

C. Developer and Eagle Mountain City desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain City to allow and regulate such development pursuant to the requirements of this MDA.

E. 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 (2022) *et seq.*

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, Eagle Mountain City and Developer hereby agree to the following:

I. DEFINITIONS

As used in this MDA, the words and phrases specified hereafter shall have the following meanings:

Act means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2022), *et seq.*

Buildout means the completion of the entire Project in accordance with the Site Plan.

Conditions of Approval means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and General Plan Amendment, as specifically set forth in the Notice of Decision (defined below).

Council means the elected City Council of Eagle Mountain City.

Default means a breach of this MDA as specified herein.

Developer means Belle Street Investments, and any of its later successors in interest or assignees as permitted by this MDA.

Development means the development of a portion of the Property pursuant to an approved Development Application.

Development Application means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from the Eagle Mountain required for development of the Project.

Eagle Mountain City means Eagle Mountain City, a political, incorporated, subdivision of the State of Utah.

Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain City, effectuating a subdivision of any portion of the Project.

Future Laws means Eagle Mountain City's ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

Master Plan means the Master Plan / Preliminary Plat approved by the Eagle Mountain City Council on January 18, 2022, a copy of which is attached hereto as Exhibit C.

MDA means this Master Development Agreement including all of its Exhibits.

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

Notice of Decision means Eagle Mountain City's certification by letter that the Rezone and Preliminary Plat, which include certain terms and conditions for development of the Project, have been approved and also sets forth the date of decision(s).

Parcel means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of Eagle Mountain City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi)(2021).

Party/Parties means, in the singular: Developer or Eagle Mountain City, and in the plural: Developer and Eagle Mountain City.

Project means the Triumph Subdivision to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

Property means the approximately 161.99 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

Public Infrastructure means those elements of infrastructure that are planned to be dedicated to Eagle Mountain City or other public entities as a condition of the approval of a Development Application.

Residential Dwelling Unit means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

Rezone Exhibit means the rezone exhibit approved by the Eagle Mountain City Council on January 18, 2022, a copy of which is attached hereto as Exhibit B.

Vested Laws means the ordinances, policies, standards and procedures of Eagle Mountain City in effect as of the date of this MDA.

II. GENERAL DEVELOPMENT OF THE PROJECT

a. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with Eagle Mountain City's Vested Laws, the Eagle Mountain City's Future Laws (to the extent they are applicable as specified in this MDA), the Master Plan, the Notice of Decision, and this MDA.

b. **Development Requirements.** Eagle Mountain City has approved the Master Plan for the Project which shall serve as the Master Development Plan map and preliminary

plat. Developer shall construct the Project in accordance with the Master Plan and the Conditions of Approval as set out in the Notice of Decision.

PROPERTY ZONING AND DEVELOPMENT

The Property is zoned Foothills Residential (FR). The Residential Parcel shall be developed in accordance with Chapter 17.25 of Eagle Mountain City's Vested Laws. The lot configuration and road location within the FR zoned areas shall be consistent with the configuration on the Master Plan.

IV. PARKS AND OPEN SPACE

a. **Park Plan.** The Master Plan shows the location of an approximately 3.98-acre park within Parcel B ("City Park"). A concept plan for the City Park is included in the Utility Plan set attached hereto as Exhibit D. Developer shall improve the City Park in accordance with Sections 16.35.105 and 17.25.040 of Eagle Mountain City's Vested Laws to meet the parks and open space requirements for the Project. Prior to recording the first final plat for the Project, Developer shall submit a detailed plan for the City Park and receive approval for the park plan from the City Parks and Recreation Director and the Planning Director (which joint approval shall not be unreasonably withheld, conditioned, or delayed).

b. **Dedication of Park Improvements.** Eagle Mountain City may require the Developer to dedicate all Improved Open Space areas to Eagle Mountain City based on the final configuration of the Improved Open Space. Eagle Mountain City may require that Improved Open Space areas be dedicated to Eagle Mountain City in conjunction with the recording of a final subdivision plat. The parties anticipate that Parcels A, B, C, D and E will be dedicated to and maintained by Eagle Mountain City.

V. ROADS AND TRAFFIC

a. **Internal Roadways.** The Preliminary Plat/Plan depicts the proposed rights-of-way and access points within and for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

b. **Dedication of Land for Future Rights-of-Way Build-Out.** Developer shall dedicate to Eagle Mountain City land(s) as depicted on the Master Plan and Exhibit E (hereto attached) in conjunction with the recording of each phase of the Project wherein lies a portion of the land represented as a future roadway(s). Developer shall construct improvements to complete, per Eagle Mountain City's standards, the half-width of roadway plus additional width to provide a minimum of twenty-four feet (24') of hard surface(d) access along/for full length of the right-of-way (as a "collector" right-of-way) that is depicted on the plat as abutting the Project on its northern end and running east/west.

VI. VESTED RIGHTS

a. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, Eagle Mountain City's Vested Laws, and the Preliminary Plat/Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

b. **Exceptions.** The vested rights and the restrictions on the applicability of Eagle Mountain City's Future Laws to the Project as specified in subsection (a) above are subject to the following exceptions:

1. Master Developer Agreement. Eagle Mountain City's Future Laws or other regulations to which the Developer agrees to in writing;

2. State and Federal Compliance. Eagle Mountain City's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Codes. Any Eagle Mountain City Future Laws that are updates or amendments to existing building, fire, 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 Eagle Mountain City on/to/against all properties, applications, persons and entities similarly situated;

5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within Eagle Mountain City (or a portion thereof as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain City pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; or

7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain City's land use authority finds and determines, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

VII. TERM OF AGREEMENT

In accordance with Section 16.10.080 of the Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

VIII. BENCHMARKS

As required by Section 16.10.080(B) of the Vested Law, the following development benchmarks shall occur. The parties acknowledge that Developer may plat and/or develop the project in multiple separate phases.

a. First Final Plat: The first final plat for the Project shall be submitted for approval within two (2) years from the Effective Date. The site work for the first final plat or site plan shall commence within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by Eagle Mountain City.

b. City Park: In accordance with 16.35.105(A)(10) of the Vested Law, the approximately 3.98-acre park shall be fully completed prior to recording of the first final plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In the case of inclement weather, the Developer may request an extension to this timeline, to be considered at the discretion of Eagle Mountain City.

IX. PROCESSING OF DEVELOPMENT APPLICATIONS

The procedure for processing Development Applications shall be in accordance with the procedural provisions of Eagle Mountain City's Future Laws. If the City denies a Development Application, Eagle Mountain City shall then provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain City believes that the Development Application is not consistent with this MDA, the Zoning and/or City's Vested Laws (or, if applicable, City's Future Laws).

IX. PUBLIC INFRASTRUCTURE

a. Construction by Developer. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to Eagle Mountain City's Vested Laws. Such construction must meet all

applicable standards and requirements and must be approved by Eagle Mountain City's engineer, or his/her designee.

b. Utility Plan. Attached hereto as Exhibit D is the Utility Plan for the Residential Parcel. Developer will construct the public utilities in accordance with the provided Utility Plan.

c. Bonding. In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by Eagle Mountain City's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain City or as specified in City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on Eagle Mountain City's Vested Laws.

XI. UP-SIZING/REIMBURSEMENTS TO DEVELOPER

Eagle Mountain City may require Developer to reasonably "upsized" Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth around the Project. If Eagle Mountain City requires upsizing, Eagle Mountain City and Developer shall first enter into an Impact Fee Reimbursement Agreement or similar payment reimbursement agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain City shall only be responsible to compensate Developer for the 10% cost increase. Notwithstanding the foregoing or anything else to the contrary contained herein, in no event shall Developer be required to upsize any improvements (or incur any costs for upsizing any improvements) if the Impact Fee Reimbursements available to Developer are not sufficient to cover the increased costs of such upsizing.

XII. DEFAULT

a. **Notice.** If Developer or Eagle Mountain City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

b. **Contents of the Notice of Default.** The Notice of Default shall:

1. Specific Claim. Specify the claimed event of Default;
2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

3. Optional Cure. If Eagle Mountain City chooses, in its discretion, it may propose a method and time within 90 days for curing a/the Default(s) which shall be of no less than thirty (30) days duration.

c. Mediation. Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

d. Public Meeting. Before any remedy in Section XIV may be imposed by Eagle Mountain City, the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

e. Default of Assignee. A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

XIII. DEVELOPER'S EXCLUSIVE REMEDY

Developer's sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS 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.

XIV. EAGLE MOUNTAIN CITY'S REMEDIES UPON DEFAULT.

Eagle Mountain 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(s) by Developer until the Default has been cured. Eagle Mountain 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(s).

XV. 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 Developer:

To Eagle Mountain City:

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

NO THIRD-PARTY RIGHTS/NO JOINT VENTURE.

This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain City, or the Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

XVI. ASSIGNABILITY.

The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of the Eagle Mountain City as provided herein. Eagle Mountain City's consent shall not be unreasonably withheld, conditioned or delayed. A denial of consent shall only be allowed if the proposed assignee does not have the financial capability of fulfilling the assigned rights and responsibilities.

1. Sale of Lots. Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain City unless specifically designated as such an assignment by Developer and approved by Eagle Mountain City.

2. Notice. Developer shall give Notice to Eagle Mountain City of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain City with all necessary contact information for the proposed assignee.

3. Partial Assignment. If any proposed assignment is for less than all of 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.

4. Sale of a Parcel. Eagle Mountain 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 creation of or sale of a Parcel. Developer may sell a Parcel as provided in Utah Code Ann. § 10-a-103(62)(c)(vi) (2019) that does not create any individually developable lots in the Parcel without being subject to any requirement in Eagle Mountain City's Vested Laws to complete or provide security for

any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a sub-developer upon a subsequent subdivision of the Parcel that creates individually developable lots.

5. Assignees and Successors in Interest Bound by MDA. Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

NO WAIVER.

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. HEADINGS.

The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

XXI. APPLICABLE LAW.

This MDA is entered into in Utah County in the State of Utah and shall be construed to be in accordance with the laws of the State of Utah.

XXII. VENUE.

Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

XXIII. 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.

XXIV. MUTUAL DRAFTING.

Each Party 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.

XXVII. RECORDATION AND RUNNING WITH THE LAND.

This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of any completed Residential Dwelling Unit(s) therein to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit(s). An electronic copy of Eagle Mountain's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

XXVIII. AUTHORITY.

The Parties to this MDA each warrant that they have the necessary authority to execute this MDA.

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.

DATED this ____ day of _____, 2022.

BELLE STREET INVESTMENTS, LLC

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **Bell Street Investments, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

DATED this ____ day of _____, 2022.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

Approved as to form:

City Attorney

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Rezone Exhibit
Exhibit "C"	Master Plan
Exhibit "D"	Utility Plan (including landscape drawings)
Exhibit "E"	Right-of-Way Dedication Illustration

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT “B”
REZONE EXHIBIT**

**EXHIBIT “C”
CONCEPT PLAN**

EXHIBIT “D”
UTILITY PLAN (INCLUDING LANDSCAPE PLANS)

EXHIBIT "E"
RIGHT-OF-WAY DEDICATION ILLUSTRATION

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

**LEGAL DESCRIPTION
PREPARED FOR
TRIUMPH SUBDIVISION
EAGLE MOUNTAIN CITY, UTAH
(February 9, 2022)
20-0055**

BOUNDARY DESCRIPTION

A tract of land located in the E1/2 and SW1/4 of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 19; thence S89°55'59"E along the Section line 946.76 feet to the East line of Lake Mountain Road as described in Deed Entry No. 148895:2007 in the Office of the Utah County Recorder; thence S01°59'21"W along said East line of Lake Mountain Road 828.69 feet; thence S89°55'59"E 397.25 feet to the 1/16th (40 acre) Section line; thence S00°05'03"W along said 1/16th Section line 4,509.43 feet to the South line of said Section 19; thence N89°47'14"W along said South line of Section 638.50 feet to the East line of said Lake Mountain Road; thence N03°26'46"E along said East line of Lake Mountain Road 56.09 feet; thence N89°47'09"W 690.14 feet to the 1/4 Section line of said Section 19; thence N89°48'33"W 315.18 feet; thence N02°54'04"E 1,279.81 feet to the 1/4 Section line of said Section 19; thence S89°51'23"E along said 1/4 Section line 254.43 feet to the 1/4 Section Line; thence N00°10'50"E along the 1/4 Section line 3,999.68 feet to the point of beginning.

Contains: 161.99 acres+/-

**EXHIBIT “B”
REZONE EXHIBIT**

setting/category:

Foothill Residential (FR)

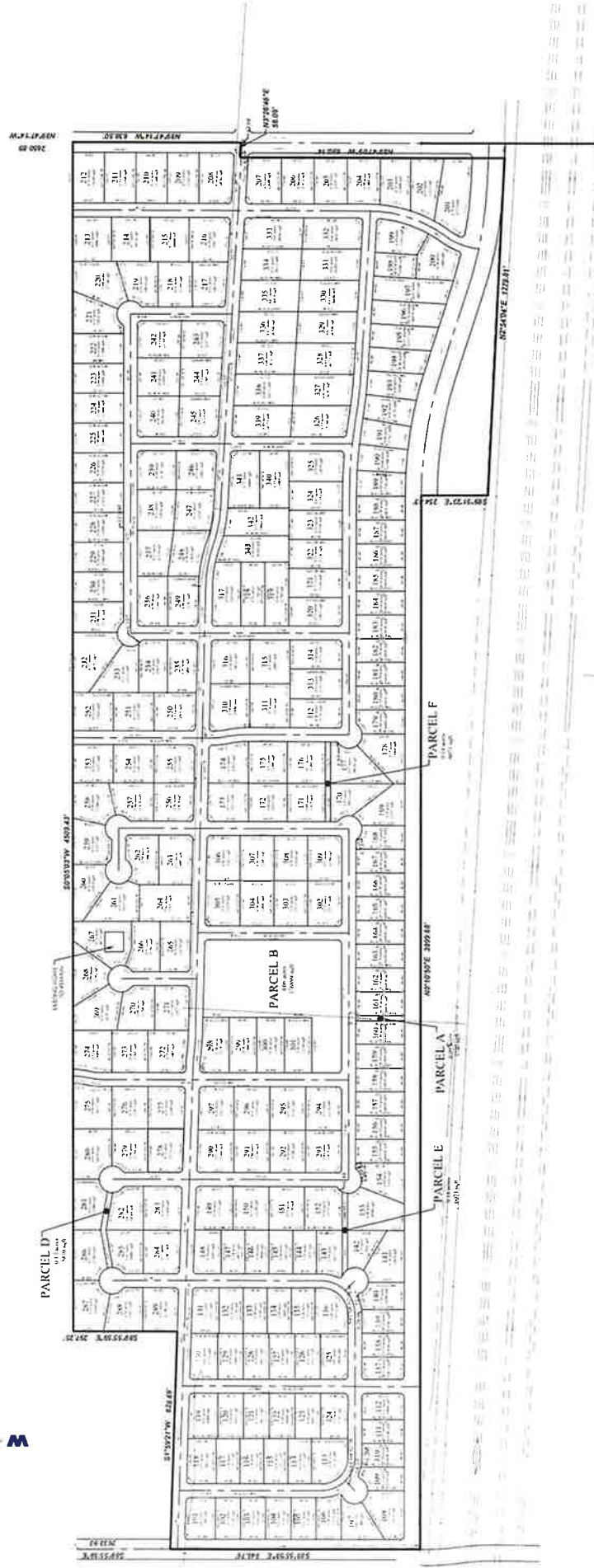
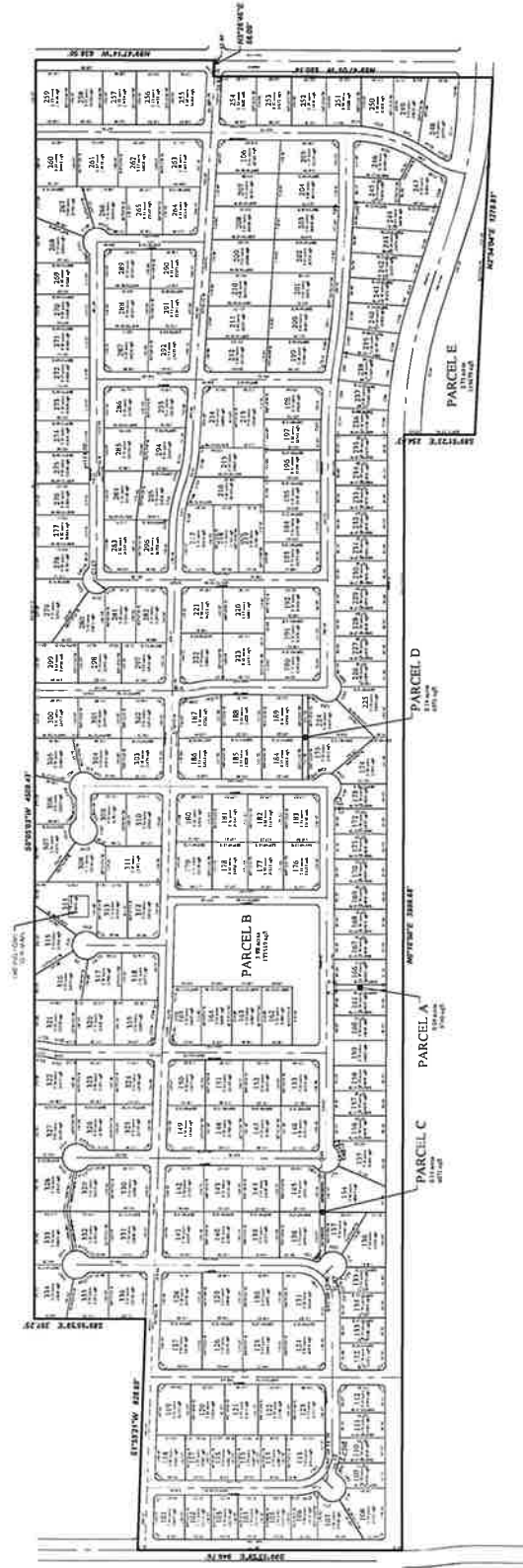


**EXHIBIT “C”
CONCEPT PLAN**



CONCEPT TABULATIONS

TOTAL ACRES	± 162.00 ACRES
SINGLE FAMILY LOTS:	236
1/2-ACRE LOTS:	183
1/3-ACRE LOTS:	53
TOTAL DENSITY:	1.5 UNITS/ACRE
IMPROVED OPEN SPACE:	4.35 ACRES (4.06 REQ'D)
DETENTION AREA:	2.75 ACRES
AVERAGE LOT SIZE:	21,781 SQFT

ZONE REQUIREMENTS

ZONE:	FOOTHILL RESIDENTIAL (FR)
MINIMUM LOT SIZE:	10,880 SQFT
AVERAGE LOT SIZE:	21,780 SQFT
OPEN SPACE:	750 SQFT PER LOT
LOT FRONTAGE:	90'
ON CUL-DE-SAC:	50'

ZONE REQUIREMENTS (CONT.)

LOCAL ROW WIDTH:	53'
MINOR COLLECTOR WIDTH:	77'
MINOR ARTERIAL WIDTH:	122'
CUL-DE-SAC RADIUS:	50'
CUL-DE-SAC LENGTH:	400' MAXIMUM
BLOCK LENGTH:	1,000'
CONNECTIVITY INDEX SCORE:	1.5 MINIMUM

TRIUMPH master plan

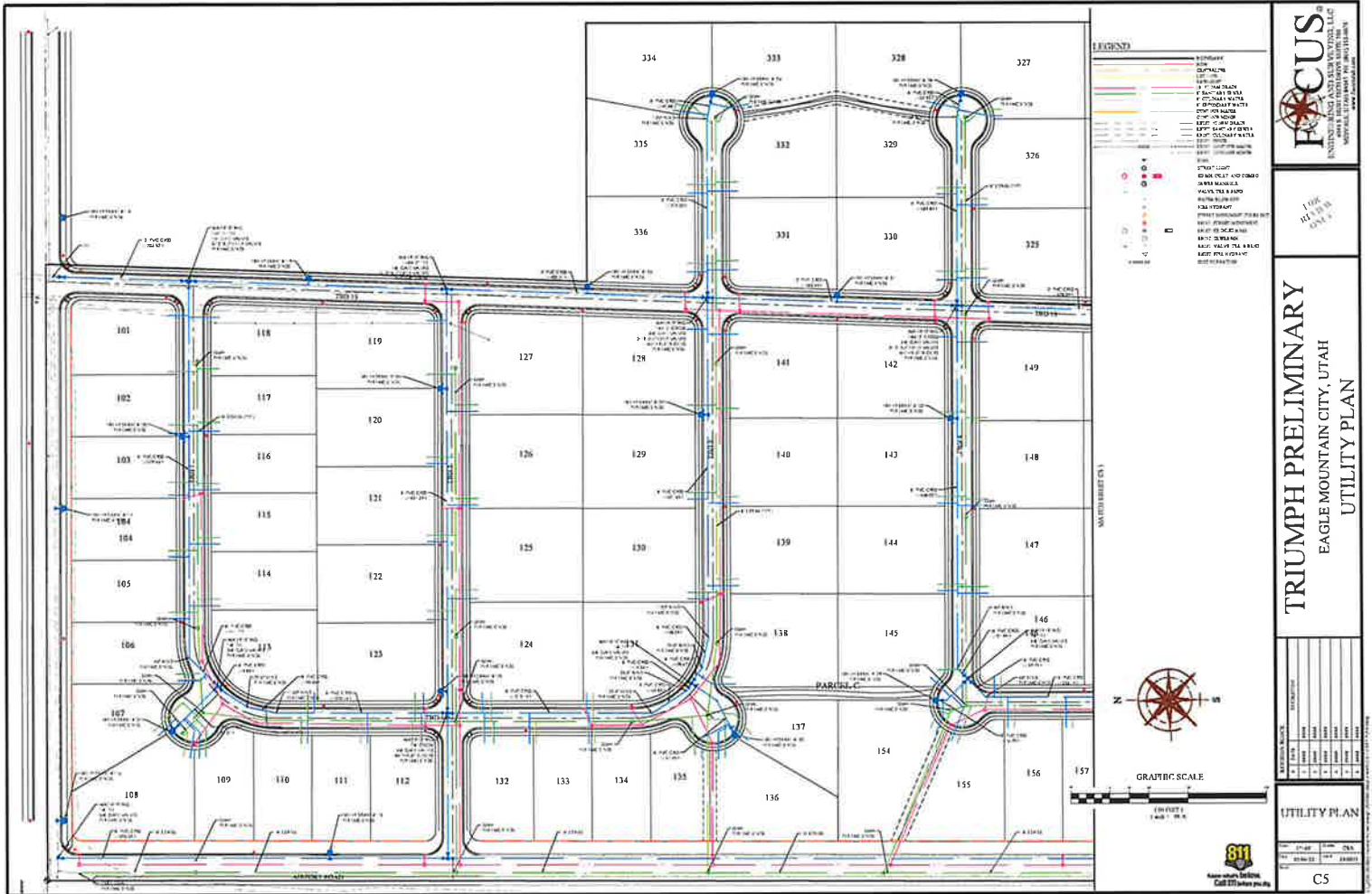
EAGLE MOUNTAIN, UTAH COUNTY

1/26/2022



Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary lines and dimensions as well as other potential boundary conditions.

EXHIBIT “D”
UTILITY PLAN (INCLUDING LANDSCAPE PLANS)

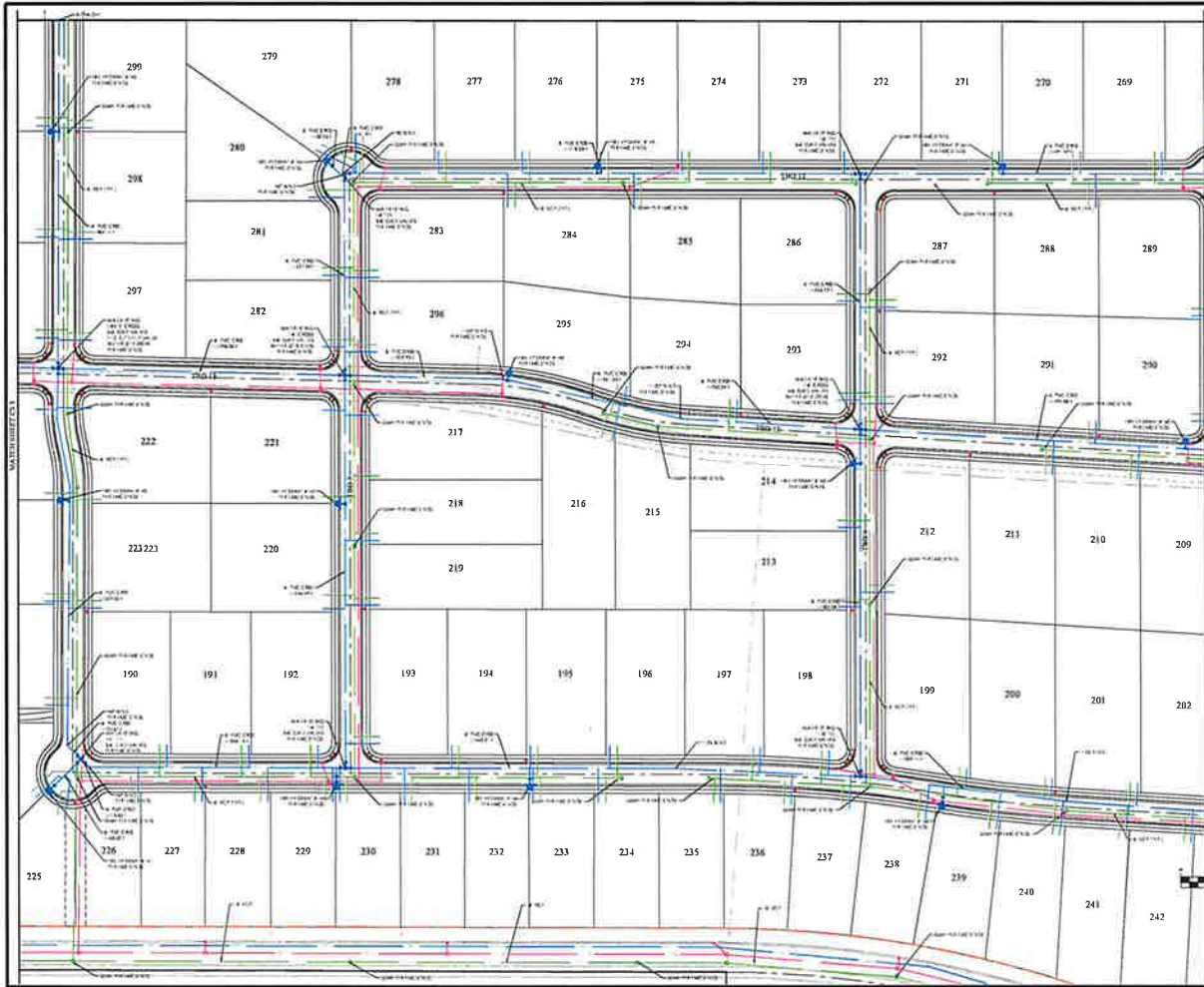




TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN

DATE	BY	CHKD	APPD

UTILITY PLAN
CS.1



LEGEND

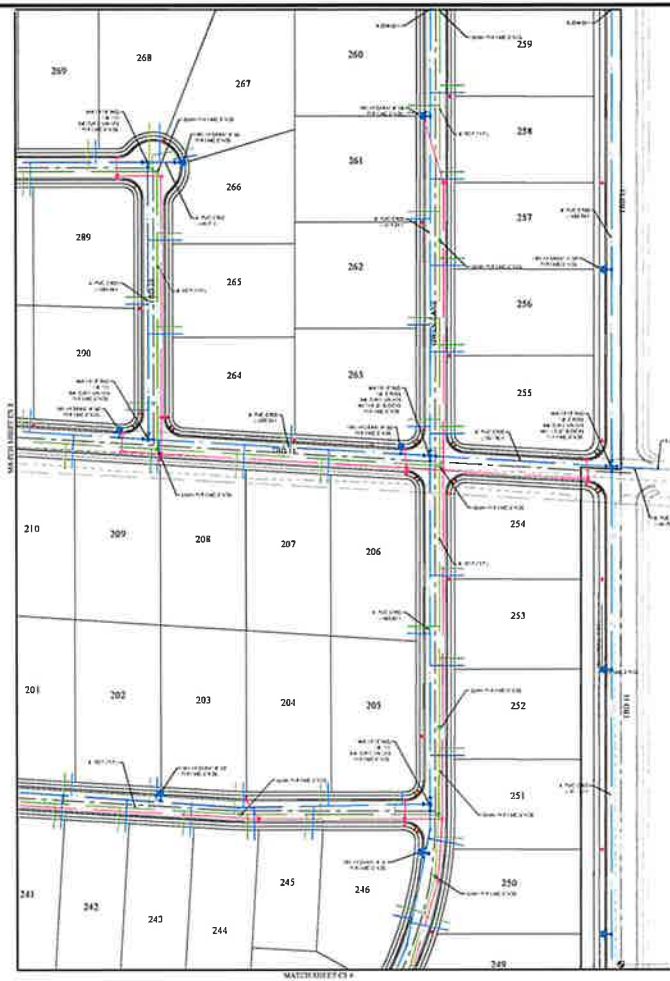
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TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN

811
Before any digging, Call 811 before you dig.

C52



- LEGEND**
- 1. LOT LINES
 - 2. LOT AREA
 - 3. LOT CORNER
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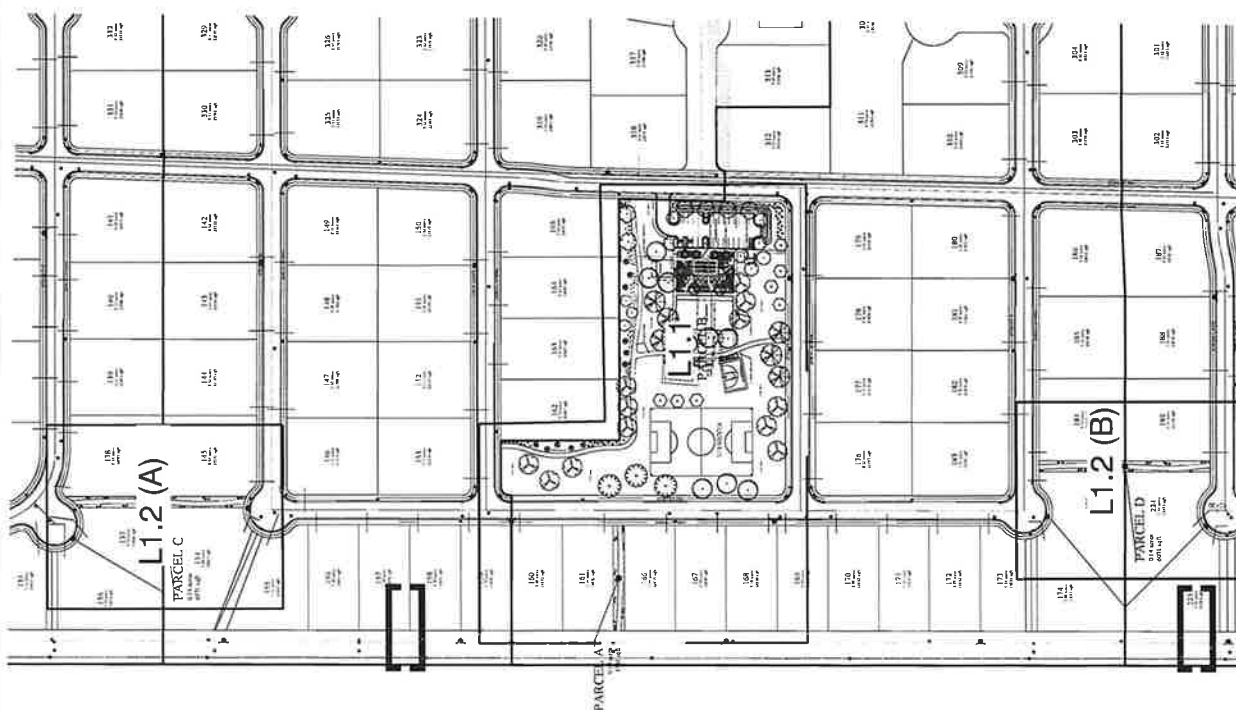
TRIUMPH PRELIMINARY
EAGLE MOUNTAIN CITY, UTAH
UTILITY PLAN

NO.	DATE	DESCRIPTION
1	08/10/11	PRELIMINARY
2	08/10/11	REVISION
3	08/10/11	REVISION
4	08/10/11	REVISION
5	08/10/11	REVISION
6	08/10/11	REVISION
7	08/10/11	REVISION
8	08/10/11	REVISION
9	08/10/11	REVISION
10	08/10/11	REVISION

811
Call 811 before you dig

C5.3

C5.4



PLANT SCHEDULE

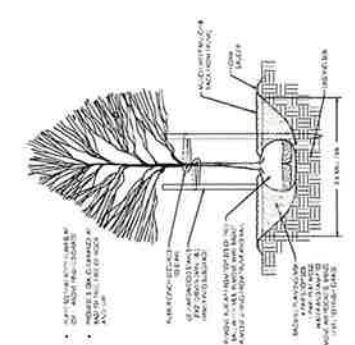
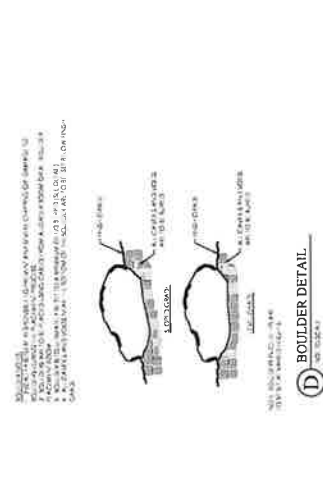
TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
AG	Arctostaphylos uva-ursi	Arctostaphylos	2' Cal.	11
CC	Cercocarpus wrightii	Cercocarpus	2' Cal.	7
GB	Gleditsia triacanthos	Gleditsia	2' Cal.	7
MG	Morus nigra	Morus	2' Cal.	7
PM	Pinus monophylla	Pinus	2' Cal.	7
TD	Taxus canadensis	Taxus	2' Cal.	7
TO	Tilia cordata	Tilia	2' Cal.	7
SHRUBS				
BT	Berberis thunbergii	Berberis	2' Cal.	12
MC	Malus coronaria	Malus	2' Cal.	12
PN	Philadelphus opulifolius	Philadelphus	2' Cal.	12
RAG	Rosa glauca	Rosa	2' Cal.	12
SB	Spiraea alba	Spiraea	2' Cal.	12
ORNA	Ornithoglossum	Ornithoglossum	2' Cal.	12
GR	Grewia	Grewia	2' Cal.	12
NS	Nerium	Nerium	2' Cal.	12
NSA	Nerium	Nerium	2' Cal.	12

LANDSCAPE NOTES

1. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.
2. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.
3. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.
4. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.

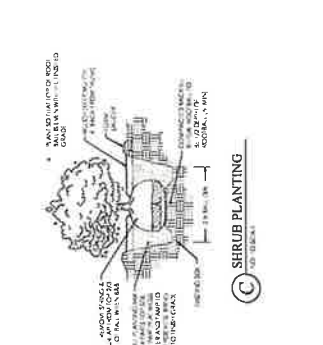
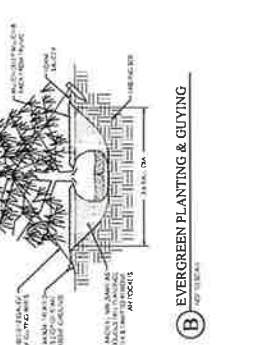
LANDSCAPE LEGEND

1. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.
2. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.
3. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.
4. LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF THE DATE OF THE LANDSCAPE PLAN.



Tree Planting & Staking

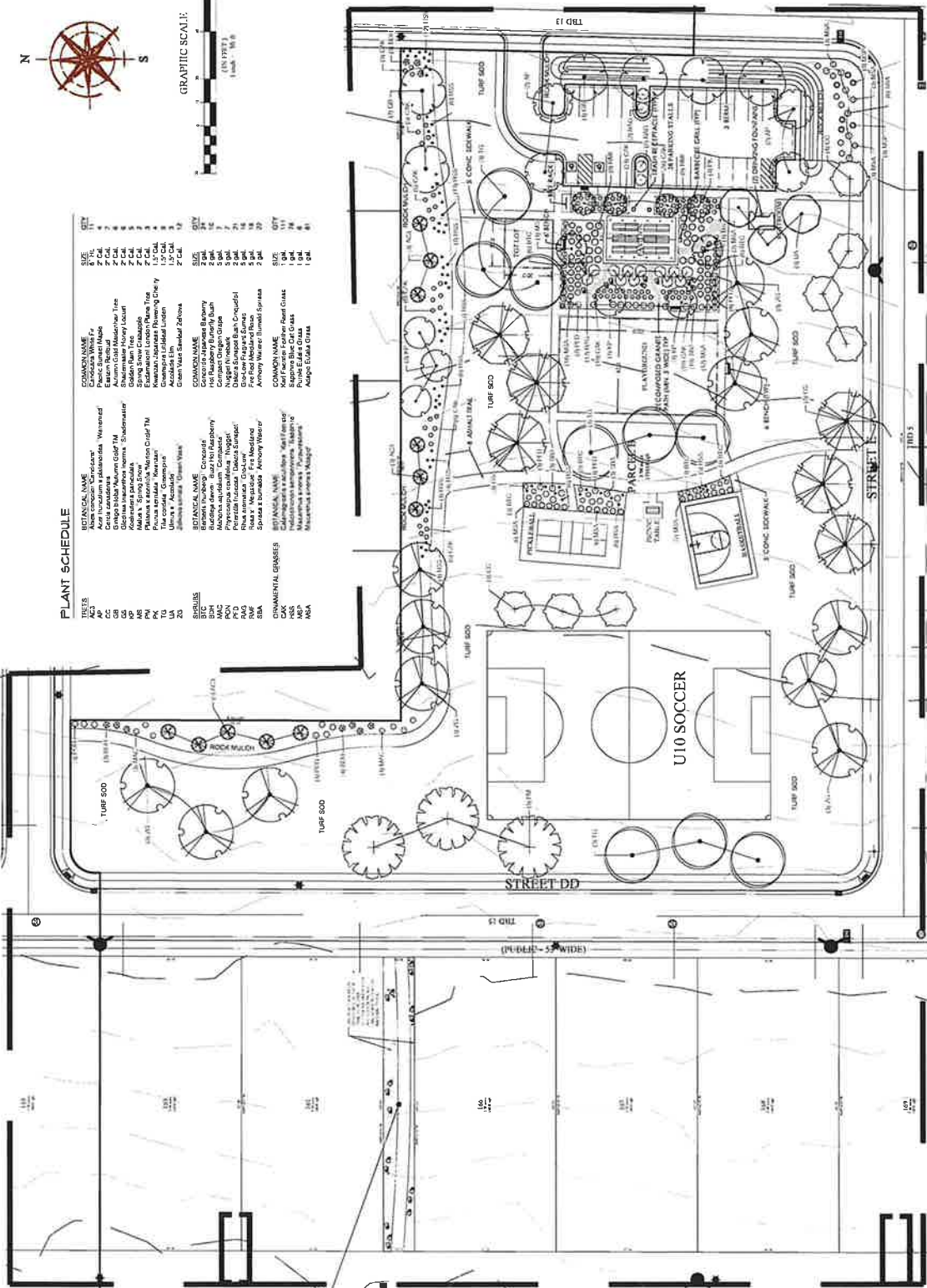
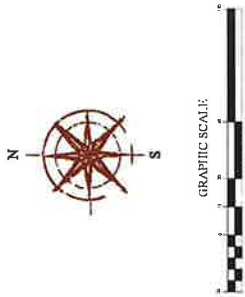
1. Tree Planting & Staking
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3. Tree Planting & Staking
4. Tree Planting & Staking



Shrub Planting

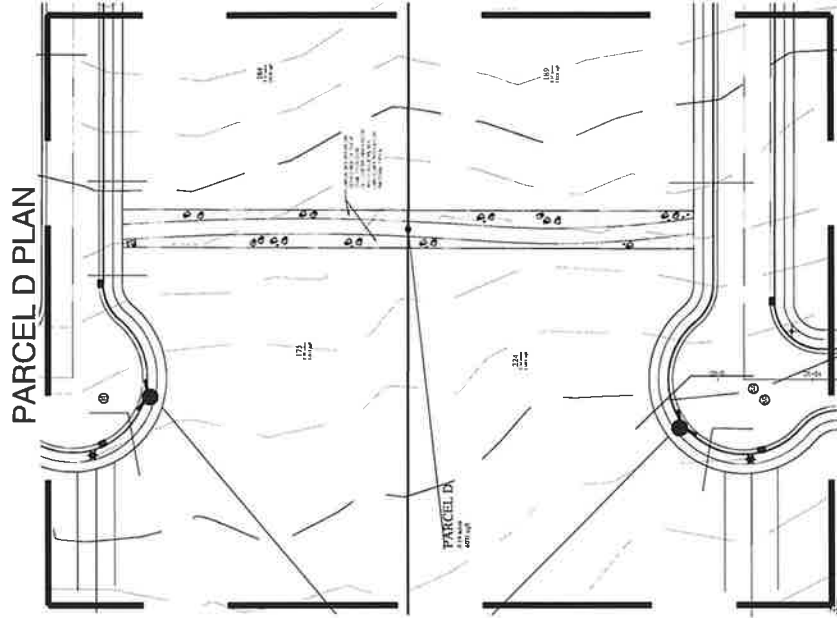
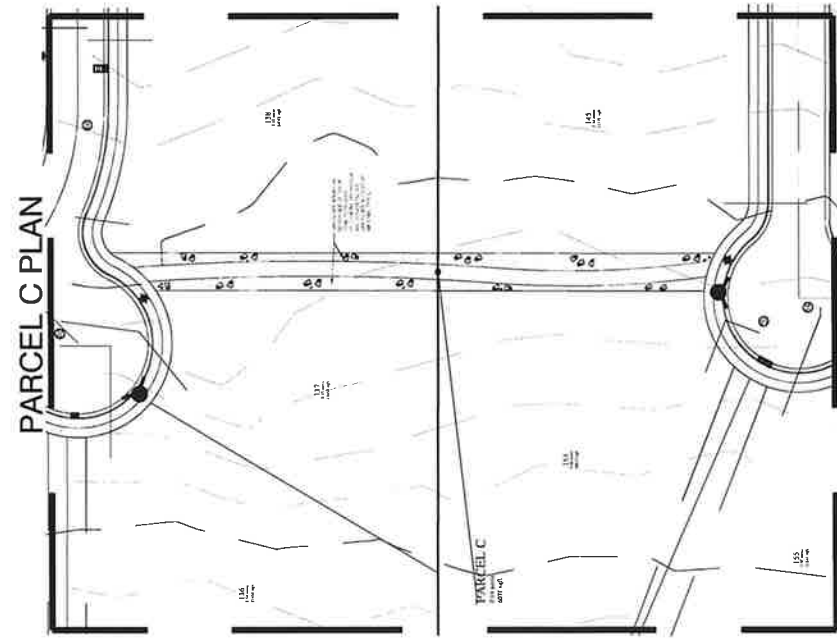
1. Shrub Planting
2. Shrub Planting
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4. Shrub Planting

PLANT SCHEDULE

[illegible]

PARCEL A & B

TRACES	COMMON NAME	SIZE	QTY
AT	Arizona Name	2 1/2 Gal	10
BA	Banana Name	2 1/2 Gal	10
BB	Banana Name	2 1/2 Gal	10
CC	California Name	2 1/2 Gal	10
DD	California Name	2 1/2 Gal	10
EE	California Name	2 1/2 Gal	10
FF	California Name	2 1/2 Gal	10
GG	California Name	2 1/2 Gal	10
HH	California Name	2 1/2 Gal	10
II	California Name	2 1/2 Gal	10
JJ	California Name	2 1/2 Gal	10
KK	California Name	2 1/2 Gal	10
LL	California Name	2 1/2 Gal	10
MM	California Name	2 1/2 Gal	10
NN	California Name	2 1/2 Gal	10
OO	California Name	2 1/2 Gal	10
PP	California Name	2 1/2 Gal	10
QQ	California Name	2 1/2 Gal	10
RR	California Name	2 1/2 Gal	10
SS	California Name	2 1/2 Gal	10
TT	California Name	2 1/2 Gal	10
UU	California Name	2 1/2 Gal	10
VV	California Name	2 1/2 Gal	10
WW	California Name	2 1/2 Gal	10
XX	California Name	2 1/2 Gal	10
YY	California Name	2 1/2 Gal	10
ZZ	California Name	2 1/2 Gal	10



LANDSCAPE PLAN

REVIEWER'S NAME		DATE	REMARKS
1	NAME		
2	NAME		
3	NAME		
4	NAME		
5	NAME		
6	NAME		

File	11-30	Item	A1016
Date	01/06/2012	Job #	20-00015
Unit	L12		

EXHIBIT “E”
RIGHT-OF-WAY DEDICATION ILLUSTRATION

