



EAGLE MOUNTAIN
PLANNING COMMISSION MEETING

July 26, 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 [Proposed Code Changes](#)

Discuss working code changes as proposed by Staff.

[EMMC 17.25.040 Accessory Structures](#)

[EMMC 15.70.090 Street Lights](#)

[EMMC 17.25.050 Arch Standards General](#)

[EMMC 17.72 Multifamily Design Standards](#)

1.B [WORKSESSION DISCUSSION ITEM -- Various City Proposed Code Amendments Modifying Public and Private Right\(s\)-of-Way \(ROW\) Standards](#)

Review of a "working draft" ordinance intended to amend Title 16, Chapter 16.35 by requiring private streets to conform to public street standards, amending Title 16 to specify the class of street tree(s) required along all collector and arterial rights-of-way, pre-determining the general type of traffic calming elements may be built into a street design, and, conceptualizing increasing of certain City rights-of-way widths (namely travel lane areas)...

[Private Streets and Street Tree Amendments.Feb 2022.docx](#)

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 July 12, 2022 Planning Commission Minutes

[PC 07.12.22 DRAFT Minutes](#)

5. Status Report

6. Action and Advisory Items

- 6.A [PUBLIC HEARING \(CONTINUED, OFF TABLE\) -- Parkway Fields Phase C Preliminary Plat & Site Plan](#)
Preliminary Plat and Site Plan reviews of a 234-lot, single-family attached townhouse subdivision on 31.28 acres of land within the Parkway Fields (formerly "Founders' Square" & "Ault Farms") master planned development
[Founders_Square_Parcel_Vicinity_Map.Jan_2022.pdf](#)
[Ault_Farm_MDA_Exhibit_C_-_Zoning_Map.pdf](#)
[Parkway Fields PP C 7-7-22.pdf](#)
[Parkway Fields C.Landscape & Open Spaces Plans & Open Space Pt. Worksheet.pdf](#)
[Parkway Fields Townhome Elevations.pdf](#)
[Ault Farms MDA](#)
[Ault Farms MDA Exhibits](#)
- 6.B [PUBLIC HEARING -- EAGLE HEIGHTS VILLAGE MASTER PLAN, DEVELOPMENT AGREEMENT AND ASSOCIATED PRELIMINARY PLAT AMENDMENTS](#)
Review [of] proposed master plan map and development agreement modifications and associated plat changes from the originally approved plat plan
[Vicinity Map and Former Site Plan.docx](#)
[1. Presentation Summary_Eagle Heights_06.24.2022.docx](#)
[EDITS - Amended and Restated Eagle Heights Village MDA_07.18.2022.pdf](#)
[Amended and Restated Eagle Heights Village MDA_07.18.2022.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
JULY 26, 2022**

TITLE:	Proposed Code Changes		
ITEM TYPE:	Discussion		
FISCAL IMPACT:	None.		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud

RECOMMENDATION:

No recommendation - discussion item only.

BACKGROUND:

Discussion Items:

1. Accessory structure square footage limited to 10-15% in certain zones.
2. Deleting conflicting distances of street lights.
3. Amending one and two-family architectural requirements to comply with state code

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

No action at this time.

ATTACHMENTS:

[EMMC 17.25.040 Accessory Structures](#)

[EMMC 15.70.090 Street Lights](#)

[EMMC 17.25.050 Arch Standards General](#)

[EMMC 17.72 Multifamily Design Standards](#)

17.25.040 Residential development standards.

This development standards table contains required standards for each residential zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3
	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2
Type of Housing	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached	SF detached (small lot)	MF 2-6 units/building	MF ≤ 12 units/building
Maximum Gross Density										10 units/acre	20 units/acre
Minimum Residential Lot Sizes	5+ acres (217,800 sq ft)	2.5 acres (108,900 sq ft)	1 acre (43,560 sq ft)	1/2 acre (21,780 sq ft)	1/4 acre (10,890 sq ft)	1/4 acre (10,890 sq ft)	8,000 sq ft	6,500 sq ft	4,500 sq ft		
Minimum Average Lot Sizes ⁷				3/4 acre (32,670 sq ft)	1/2 Acre (21,780 sq ft)	1/3 Acre (14,520 sq ft)	1/4 Acre (10,890 sq ft)	8,500 sq ft	6,000 sq ft		
Required Improved Open Space (in compliance with EMMC 16.35.105)				500 sq ft per lot	750 sq ft per lot	750 sq ft per lot	900 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per lot	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd	1,000 sq ft per 3 bd; 750 sq ft per 1 and 2 bd
Primary Structure Maximum Height ¹	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'	35'
Accessory Structure Maximum Height ¹	35'	35'	35'	25'	20'	20'	20'	20'	20'	20'	20'
Ancillary Structure Maximum Height ⁶	10' above primary structure										
Minimum Lot Frontage ²	150'	150'	125'	100'	90'	85'	80'	62'	58'		
Minimum Lot Frontage (cul-de-sac or circle)	100'	100'	75'	60'	50'	45'	40'	20'	20'		

Residential Development Standards

General Plan Residential Category	Ag/Rural Density 1		Ag/Rural Density 2		Foothill Residential	Neighborhood Residential 1			Neighborhood Residential 2		Neighborhood Residential 3	
	RA1	RA2	RD1	RD2	FR	R1	R2	R3	RC	MF1	MF2	
Minimum Dwelling Size (excluding garage)	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	800 sq ft	800 sq ft	800 sq ft	650 sq ft	650 sq ft	
Minimum Setbacks for Primary Structures ³												
Front	35'	35'	30'	25'	25'	25'	25'	15'	15'	15'	15'	
Front Garage	45'	45'	40'	30'	25'	25'	25'	22'	22'	22' ⁵	22' ⁵	
Rear	35'	35'	35'	35'	35'	25'	20'	20'	20'	30' between buildings		
Side	20'	20'	15'	10'	10'	10'	8'	8'	8'	15' between buildings	20' between buildings	
Garage Side	20'	20'	15'	15'	10'	10'	10'	10'	10'	15' between buildings	20' between buildings	
Street Side	25'	25'	25'	25'	15'	15'	15'	15'	15'	15'	15'	
Maximum Size of Accessory Structure				75% of dwelling footprint ⁴	50% of dwelling footprint ⁴							
Maximum Lot Coverage of Accessory Structure(s)				15%	10%							
Minimum Setbacks for Accessory Structures												
Front	Same as principal structure											
Rear	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'	
Side	10'	10'	10'	10'	5'	5'	5'	5'	5'	5'	5'	
Street Side	Same as principal structure											
Distance from a Residential Dwelling	Structures housing animals: 50' from neighboring residences; 6' for all other structures					6'	6'	6'	6'	6'	6'	
Site Plan Approval Required (See Chapter 17.100 EMMC)										Yes	Yes	

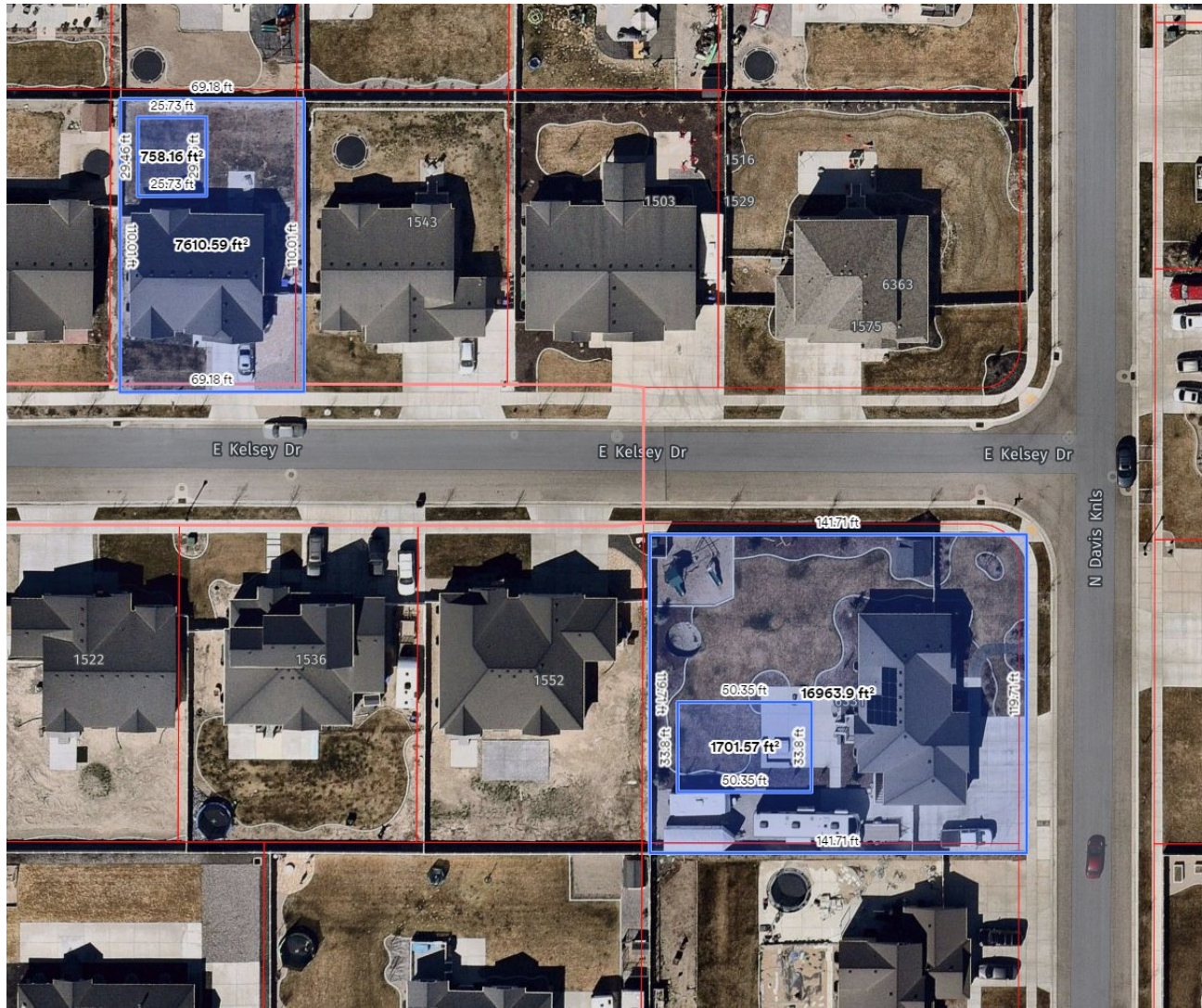
¹ Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC [17.25.030](#), the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

² Lot frontage is measured at the street property line. Lot frontage shall vary by at least five feet every three or four lots in the R3 and RC zones.

³ Setbacks shall only apply to structures that require a city building permit or approval. No structure which cannot be removed shall be constructed across an easement. Up to a 10 percent variation in setbacks may be approved by the planning director and building official if the variation is deemed appropriate due to an issue with slope, unique lot configuration, or other unique circumstance. Guidance regarding allowed projections into setbacks is outlined in EMMC [17.25.060](#).

⁴ Square footage of the footprint of the residential dwelling, including attached garage

10 percent lot coverage examples



15.10.390 Street lighting.

Eagle Mountain City shall contract with an independent consultant for street lighting design. Unless approved otherwise by the city's consultant, street lighting will be installed throughout all developments using the following criteria:

A. Spacing.

1. Street lights will be installed at a minimum spacing of 150 feet and a maximum spacing of 250 feet on arterial and collector streets with alternating sides.
2. Street lights will be installed on rural and local streets at a minimum spacing of 250 feet and a maximum spacing of 350 feet with alternating sides. They will be installed at the closest property line to the midpoint between the lights on either side.

B. The locations of street light poles:

1. Street lights will be installed at every intersection, corner, and any bend in the road. The spacing requirements shall be met accordingly once these areas are developed.
2. Shall be a minimum of five feet from any tree, unless written approval is received from the city engineer. Branches may need to be pruned as determined by the engineering inspector in the field at the time of installation.
3. Shall not be installed within five feet from the edge of any driveway.
4. Any structure such as block walls, chain link fences, retaining walls, etc., shall leave a minimum of 18 inches to the face of the street light pole on all sides.

Wherever there is an overhead utility that may conflict with the installation of the street light poles, those conflicts must be resolved between the developer and the utilities involved before the street light bases are installed at no expense to Eagle Mountain City. The resolution must be approved by Eagle Mountain City and Rocky Mountain Power.

6. Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.
7. Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.
8. Street lights shall be located at least 10 feet from fire hydrants.

15.70.090 Underground distribution for new subdivisions.

A. General Requirements. Primary and secondary distribution facilities in all new subdivisions shall be installed underground and at the expense of the subdivider or developer. Such facilities shall be constructed in accordance with the specifications and standards adopted by the utility. The facilities shall be located in easements dedicated to the utility and in locations approved by the utility.

B. Right-of-Way Easements. Before any tracts of land or subdivision lots are sold, necessary right-of-way easements shall be executed between the owner of the entire subdivision or tract of land and the utility. Said easement shall constitute a covenant that shall be a part of, and shall run concurrently with, each and every subsequent deed transfer that involves any parcel of land located within the subdivision. Said covenant shall grant to utility whichever of the following provisions utility deems as being appropriate and necessary.

A suitable perpetual right-of-way easement that will permit the installation, operation, maintenance and replacement of all utility's distribution facilities and appurtenances required to serve every lot or tract of land in the subdivision, including the right of ingress and egress by utility and the right to trim trees and shrubbery, is required.

C. Equipment and Cable Labeling – Tagging and Color Coding. Electrical equipment shall be labeled on the outside of the equipment with unique labels that match the labeling shown on the electrical system drawings. The labels shall be self-adhering and permanent, and use black cutout lettering at least three inches in height. The labels shall be applied in a readily visible location on the front of transformers, and 200-ampere and 600-ampere sectionalizing enclosures. Labels shall be applied in a readily visible location on the front and back of pad-mounted switchgear.

Primary and secondary cables shall be color coded and/or tagged within all equipment. Color coding of primary cable phases shall be provided by applying one or more bands of white tape to the cable, proximate to the cable entrance of 200-ampere load break and 600-ampere dead break elbows, and cable terminations (pot heads or terminators). The phase color coding shall use one white band for Phase A, two white bands for Phase B and three white bands for Phase C. A space of approximately one-half inch shall be left between adjacent white bands.

Tagging of primary and secondary cables shall use write-on tags. Markers used to write on the tags shall have permanent (waterproof) ink. The tags shall indicate the designation of the nearest adjacent equipment from/to which the primary or secondary cable extends. It shall also designate the general direction to the nearest adjacent equipment. The direction designation shall use the directions north (N), south (S), east (E), west (W), northeast (NE), northwest (NW), southwest (SW), and southeast (SE), as applicable.

Tags shall be securely attached to cables using plastic or nylon cable ties to prevent the tags from falling off of the cables. The tags shall be placed near the cable entrance of 200-ampere load break and 600-ampere dead break elbows, and cable terminations (pot heads or terminators).

Tags used for tagging of primary and secondary cables shall be Allflex [phone number: (800) 989-8247] Catalog No. GXF-Y (bags of 100) or GFX-Y (each) or approved equal.

D. Street Lighting. Street lighting will be installed throughout all developments using the following criteria: This subsection to be combined with 15.10.390 to prevent duplication of standards?

1. Street lights will be installed at all intersections with the only exception being where a four-way intersection has an offset of less than 100 feet.
2. Street lights will be installed with separation as required by Section 15.10.390 EMMC at a minimum spacing of 300 feet and a maximum spacing of 600 feet. They will be installed at the closest property line to the midpoint between the lights on either side.
3. Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.
4. Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.
5. Streetlights shall be located at least 10 feet from fire hydrants.
6. A ground wire shall be connected to the street light pole using NEC-approved methods and a separate ground wire shall be run from the pole base to the closest secondary pedestal or transformer. If the street light is fed from a secondary pedestal, an eight-foot by five-eighths-inch copper-clad ground rod must be installed at the pedestal, and street light ground will be attached to the ground rod using the NEC-approved connector.
7. Pole. A 14-foot aluminum street light pole shall be used. The pole shall be manufactured by Holophane and shall be green with base. All bases must be embedded in concrete with a standard bolt pack. The hole shall be 20 inches in diameter and four feet deep unless approved otherwise by the energy department manager.
8. Luminaire. The luminaire shall be of a style that is approved by the city in conformance with Chapter 17.56 EMMC.

17.25.050 Generally applicable provisions

All development projects within the residential zones in this chapter shall conform to the following general requirements:

F. Architectural Design Standards. All multifamily buildings shall comply with Chapter [17.72](#) EMMC. Where single-family and two-family structures are approved, developers are encouraged but not required to construct diverse yet compatible homes with similar design qualities on all front and side elevations that face a public road. Variations in exterior materials (fiber cement siding, board and batten or vertical siding, stone, brick, stucco) and/or colors are preferred. All front and side elevations that face a public road should include additional architectural detailing, and may include decorative shutters, bay windows, popouts, trellis or arbor structures, decorative gables, dormer windows, balconies, decorative trim and moldings, window grids, etc. Aluminum siding is discouraged. All single-family and two-family residential dwellings should include windows and main entry doors on the front elevation. If a floor plan is to be repeatedly built within a development, a minimum of three elevation schemes is preferred. Single-family dwellings or two-family dwellings sited on adjacent lots, or directly across the street (sharing frontage) should have different floor plans or elevations and different color schemes. Prefabricated metal carports are prohibited in front yards.

17.72 Commercial and Multifamily Design Standards

17.72.040 Purpose.

The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to commercial and multifamily development. Minor variations to these standards may be considered by the planning commission and city council with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.

For the purpose of this section, a duplex or twin home shall not be considered a multifamily dwelling. The architectural design standards contained in this section shall not apply to duplex or twin home dwellings unless contained in a development agreement.*

E. Architectural Detailing. Pedestrian-scaled architectural features/details shall be incorporated into commercial and multifamily buildings to orient the building to pedestrian activity and to increase the overall visual appeal of the structure.

2. Multifamily buildings shall incorporate a majority of the following architectural detailing: decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grilles and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. All sides of a building shall include the chosen details, where applicable.

*(Utah Code 10-9a-534 prohibits architectural standards of 1-2 family structures)

F. Building Materials. Buildings should incorporate materials used throughout the city and be similar in character and architectural theme as significant neighboring structures.

1. Multifamily structures shall utilize at least two exterior materials, including stucco, vinyl or fiber/cement siding, decorative rock/stone, brick, or other material deemed appropriate by the planning director. Each material shall be used on a minimum of 30 percent of the building, and used on all sides of the building. Other materials may be included as accents. Aluminum siding is prohibited.



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 26, 2022**

TITLE:	WORKSESSION DISCUSSION ITEM -- Various City Proposed Code Amendments Modifying Public and Private Right(s)-of-Way (ROW) Standards		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	Variable -- as affected by the cost of street maintenance over time due to altered road widths, increased cost if using/allowing maintenance of traffic calming devices, lower street tree and abutting public infrastructure maintenance costs, etc.etc.		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY n/a

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

PRESENTED BY:
Robert Hobbs

RECOMMENDATION:

BACKGROUND:

Conversation centering on changing the City's rights-of-way standards to address private streets, adjacent street tree plantings, and, possibly widening currently codified travel-way widths has been occurring periodically for some months. Initial sharing of the basic principles in discussion with the Planning Commission happened some time ago succeeded by the convening of a meeting between certain City Staff and two Councilors. The outgrowth of ideas and desires from that group think is now before the Commission in written form by way of the attached amendments.

While not extensive, the contemplated code amendments do envision causing private roads to meet public roads standards, allowing only "Class 1" low-growing deciduous trees from a picklist to line our arterial and collector roads, listing the general types of traffic calming devices the City will allow, and, causing the dimensions of a few of our roads to grow to allow more paved travel-way width. It is understood that, in the case of street widening, there is a presumed give and take between maintenance cost(s), safety, and traffic speed and maneuverability, traffic free-flow and again, safety -- but seen

from a different point of view.

The matter was transferred from a hearing action item to a worksession review one last time to allow for requisite noticing, allow more code change additives and any last minute Staff memos, etc. to be added to this report.

ITEMS FOR CONSIDERATION:

17.05.120 Amendments to this title.

[Zoning code] Amendments to may be initiated and proposed by the city through the planning director, planning commission or city council. Individuals may also propose amendments by submitting such amendments in writing and paying an application fee as adopted in the city's consolidated fee schedule. The process for amending this title shall be that process allowed for and required by the Utah Code, as amended from time to time, for changing the city's land use title. [Ord. o-23-2005 § 3 (Exh. 1(1) § 1.12)]. While the material being reviewed is in Title 16 rather than 17, legal counsel understandably advised it best to notice/advertise the amendments review as if it were a direct zoning code modification proposal.

REQUIRED FINDINGS:

n/a

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

[Private Streets and Street Tree Amendments.Feb 2022.docx](#)

ORDINANCE NO. _____

AN ORDINANCE ENACTED BY THE EAGLE MOUNTAIN CITY COUNCIL, AMENDING TITLE 16, CHAPTER 16.35 BY REQUIRING PRIVATE STREETS TO CONFORM TO PUBLIC STREET STANDARDS, TO SPECIFY THE CLASS OF STREET TREE REQUIRED ALONG COLLECTOR AND ARTERIAL RIGHTS-OF-WAY, TO ACKNOWLEDGE ACCEPTABLE GENERAL TYPES OF TRAFFIC CALMING DEVICES OR METHODS FOR STREETS, AND, REPEALING AND REPLACING WITH NEW DIMENSIONAL STANDARDS CERTAIN RIGHTS-OF-WAY TYPES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

BE IT ORDAINED by the Mayor and Council of Eagle Mountain City, County of Utah, State of Utah:

Section 1. That Title 16 of the Eagle Mountain City Code, Chapter 16.35 Table of Contents be amended as follows:

Chapter 16.35

DEVELOPMENT STANDARDS FOR REQUIRED PUBLIC FACILITIES

Sections:

- 16.35.010 What this chapter does.
- 16.35.020 Purpose.
- 16.35.030 Eagle Mountain City Construction Specifications and Standards.
- 16.35.040 Potable water.
- 16.35.050 Wastewater disposal (sewer).
- 16.35.060 Public utilities.
- 16.35.070 Streets and street systems.
- 16.35.080 Street trees.
- 16.35.090 Privacy fencing.
- 16.35.100 Sidewalks, trails, and pathways.
- 16.35.105 Park and improved open space requirements.
- 16.35.110 *Repealed.*
- 16.35.120 *Repealed.*
- 16.35.125 *Repealed.*
- 16.35.130 Tables.
- 16.35.140 Diagrams.
- 16.35.150 Community mailboxes.

...

Section 2. That Title 16, Chapter 16.35.070 of the Eagle Mountain City Code, Streets and street systems section be amended as follows:

16.35.070 Streets and street systems.

...

J. Street Design. The design of public and private streets shall be subject to the city's ordinances, standards and policies regarding construction and width, unless a deviation from such standards is an integral part of an increase in the quality of the development. Private streets, in all aspects of design or right-of-way width, shall meet the same standards as public streets -- save that private streets may be gated as may be allowed and regulated by emergency services.

K. Streets Dedication. All private streets within a project shall be dedicated as public utility easements and all underground improvements shall be constructed in compliance with the city's ordinances, standards and policies.

L. Traffic Calming. Traffic calming improvements and design ~~shall~~ may be constructed on ~~local~~ streets classified by the city as "local(s)". Traffic calming improvements may include, but are not limited to: bumpouts, chokers, traffic circles, curvilinear roads, narrowed intersections, and raised pedestrian [cross]walkways. Mid-road islands, placed either as traffic calming devices and/or aesthetic planters that split travel lanes, shall not be allowed at subdivision entrances. Traffic calming design will include a mixture of street horizontal layouts, intersection designs, roadside designs that encourage drivers to reduce speeds, and conveniently placed collector roads that reduce overall traffic time.

Traffic calming design elements may only include any, or a mixture of, the following: street layouts that incorporate multiple acute angled curves and/or purposely designed intersection or roadway elements (e.g., bulb or bump-outs, planter islands, chokers, etc. but not speed humps, bumps or significant gutters) that encourage drivers to reduce speeds, and/or conveniently placed collector roads that take travel time pressure off of local streets by providing fast connections between neighborhoods and between neighborhoods and commercial areas or main city gateway roads. [Ord. O-06-2017 § 2 (Exh. A); Ord. O-09-2013 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.7); Ord. O-07-2006 § 2 (Exh. 1 § 7.7); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.7)].

Section 3. That Title 16, Chapter 16.35.080 of the Eagle Mountain City Code, Streets trees section be amended as follows:

16.35.080 Street trees.

...

B. Street Tree Specifications. At the time of planting, street trees shall have a trunk caliper of at least one and one-half inches at a location of eight inches above the soil line. Street trees shall be Class I types only, selected from the approved street trees listed in the city-approved street tree list established in accordance with subsection G of this section.

Section 4. That Title 16, Chapter 16.35.140 of the Eagle Mountain City Code, Diagrams be amended as follows:

16.35.130 Tables.

...

Table 16.35.130(b) Right-of-Way Classifications

	Freeway (Eight Lanes)	Expressway (Six Lanes)	Highway (SR-73)	Parkway (Four Lanes)	Major Arterial (Seven Lanes)	Major Arterial (Five Lanes)	Minor Arterial (Five Lanes)	Major Collector (Three Lanes)	Minor Collector (Two Lanes)	Local Street	Rural Streets	Alleys
Right-of-Way	300	174	162	206	176	152	122	94	77	53 61	50	20
Cross Slope	2%	2%	2%	2%	2%	2%	2%	2%	2%	3%	3%	3%
Minimum Street Grade	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	1%	0.5%

Table 16.35.130(b) Right-of-Way Classifications

	Freeway (Eight Lanes)	Expressway (Six Lanes)	Highway (SR-73)	Parkway (Four Lanes)	Major Arterial (Seven Lanes)	Major Arterial (Five Lanes)	Minor Arterial (Five Lanes)	Major Collector (Three Lanes)	Minor Collector (Two Lanes)	Local Street	Rural Streets	Alleys
Maximum Street Grade	8%	8%	8%	8%	8%	10%	10%	10%	10%	12%	12%	10%
Curb and Gutter Width (inches)	N/A	N/A	N/A	N/A	30	30	30	30	30	30 <u>per side</u>	30 or swale	30
Swale Width (feet)	N/A	N/A	16	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7.5 or curb	N/A
Turn Pocket Width	N/A	N/A	12	12	12	12	10	10	0	0	0	0
Acceleration/Deceleration Lane	12	12	12	12	12	12	12	0	N/A	0	0	0
Median Width	30	18	26	20	15	15	13	13	0	0	0	0
Planter Strip Width	60"	30	12 (one side only)	45	30	30	20	18	8	5 <u>per side</u>	5 (if no swale)	0
Curb	N/A	N/A	N/A	High back	High back	High back	High back	High back	High back	Mod curb	Mod curb	Mob curb
Sidewalk Width/Multiuse Path	N/A	N/A	8 (in planter, one side only)	N/A	8 (included in planter)	8 (included in planter)	8 (included in planter)	8 (included in planter)	8	5	8 (one side only)	0
Minimum Distance between Intersections (feet)	1 mile	1 mile	1,000' (600' for right turn only)	1,500'	1,320 ¹	1,320 ¹	300'	250 ¹	200'	200 ^{1,3}	125'	N/A
Minimum Horizontal Curve Centerline Radius				600'	550'	550'	250' – 350 ²	250' – 350 ²	150'	125'	200 ¹	45' inside
Number of Emergency Lanes	4	2	2	2	2	2	2	2	2	1	0	1
Emergency/Parking Lane Width	12	12	10	12	12	12	8	8	8	8 <u>6' per side</u>	0	4

Table 16.35.130(b) Right-of-Way Classifications

	Freeway (Eight Lanes)	Expressway (Six Lanes)	Highway (SR-73)	Parkway (Four Lanes)	Major Arterial (Seven Lanes)	Major Arterial (Five Lanes)	Minor Arterial (Five Lanes)	Major Collector (Three Lanes)	Minor Collector (Two Lanes)	Local Street	Rural Streets	Alleys
Number of Lanes	8	6	6	4	6	4	4	2	2	2	2	1
Lane Width	12	12	12	12	12	12	12	12	12	10	13.5	11
Signed Speed (mph)	65 – 75	55 – 65	55	Up to 65	55	55	45	35	35	25	25	N/A
Parking	N/A	N/A	N/A	N/A	Not allowed	Not allowed	Allowed except within 20' of intersection	Allowed except within 20' of intersection	Allowed	Allowed	Allowed	Allowed
Average Daily Traffic				N/A	N/A	N/A	8,000	4,000	Up to 3,000	N/A	N/A	N/A
Driveway Distance from Intersection (feet)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50 ⁴	50 ⁴	N/A
Width at Intersection/Exit Ramps	500	300										
Distance of Increased Width from Intersections	2,000	2,000										

¹ Variance will be considered based on standard design practices and safe operating conditions.

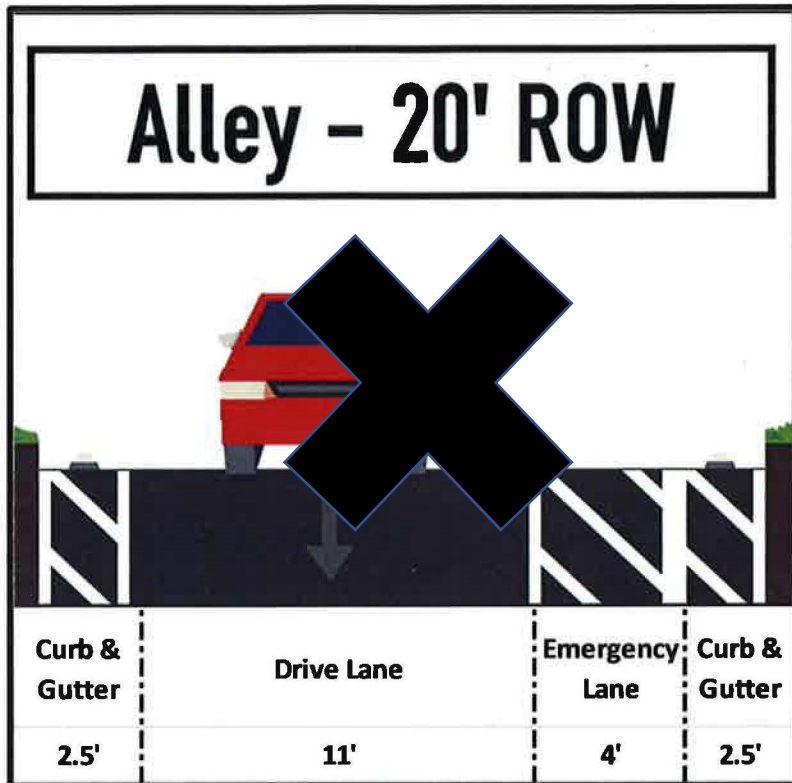
² The lesser centerline radius standard requires super-elevation based on appropriate design speeds.

³ Distances of less than 200 feet may be approved for one-way intersections, reduced traffic loads, alleys, or other site-specific justification.

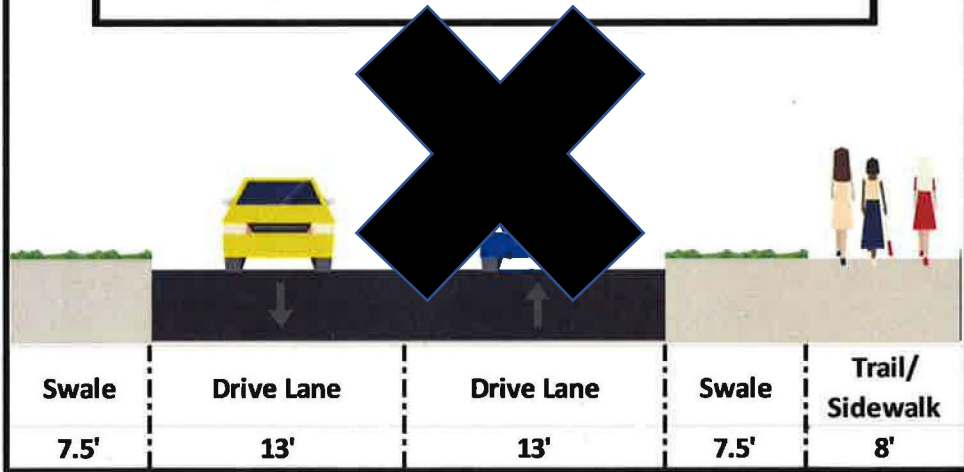
⁴ Distance may be adjusted to a minimum of 30 feet when determined necessary by site plan reviewer.

Section 5. That Title 16, Chapter 16.35.140 of the Eagle Mountain City Code, Diagrams be amended as follows:

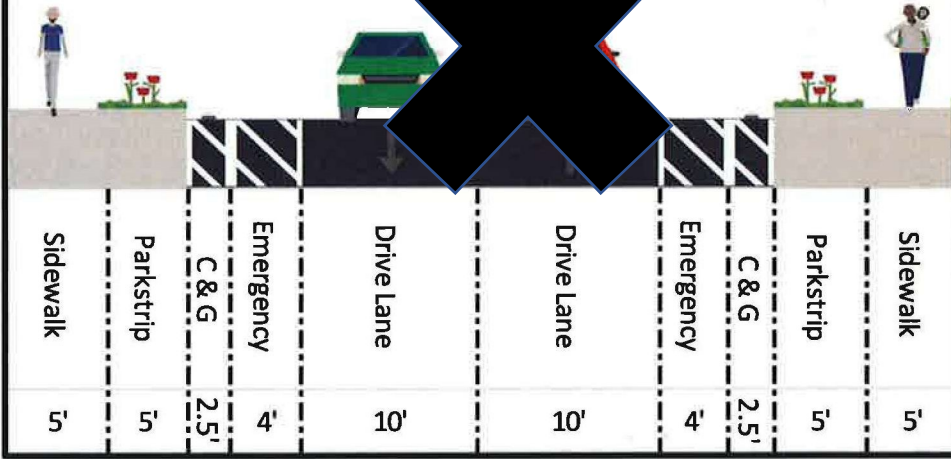
16.35.140 Diagrams.

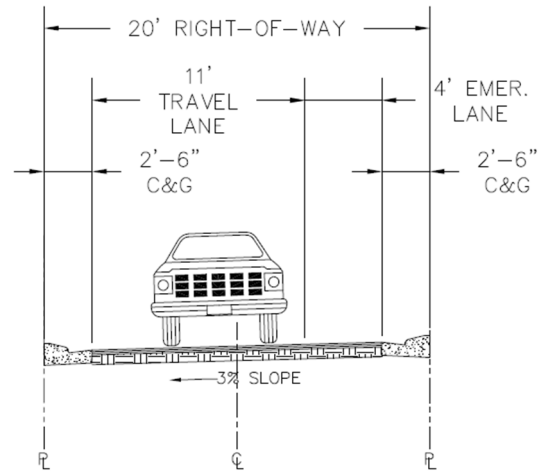


Rural - 50' ROW

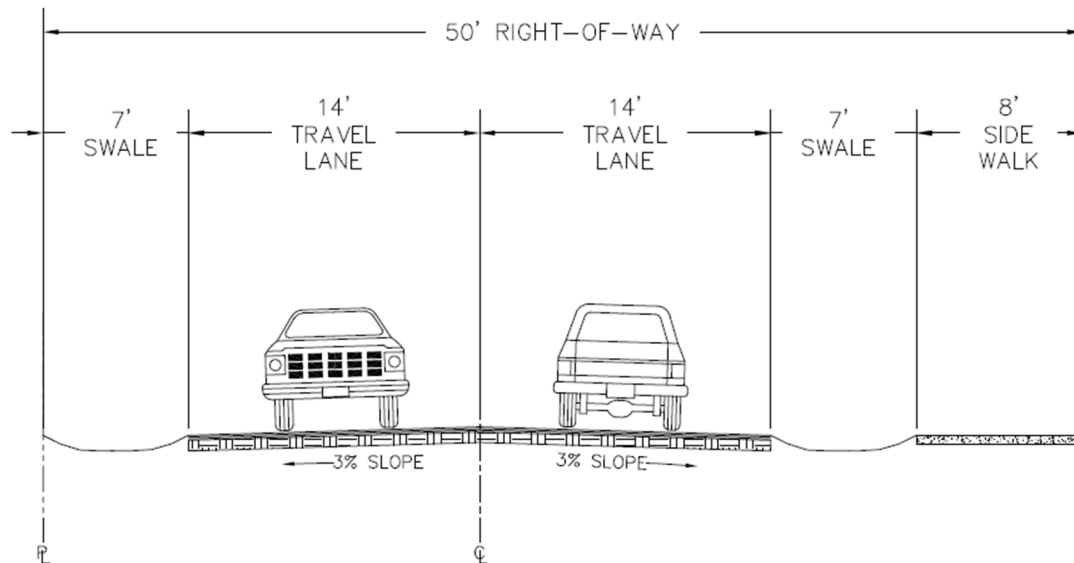


Local - 53' ROW

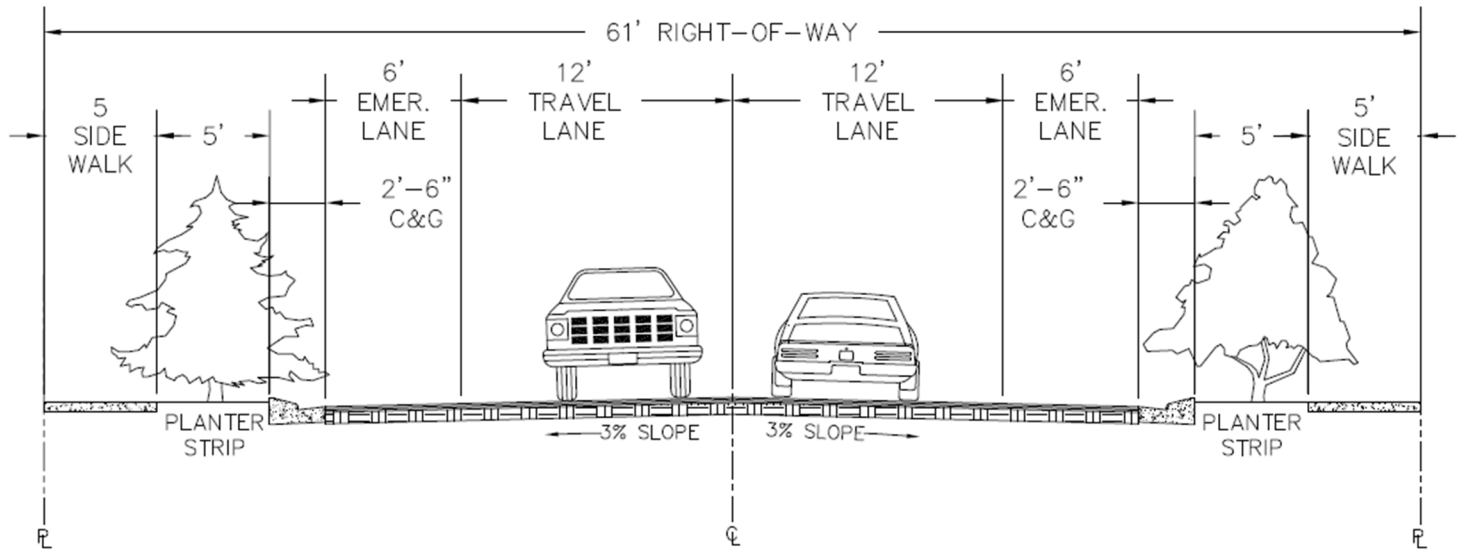




ALLEY-CROSS SECTION
(20 FOOT WIDE RIGHT-OF-WAY)
(WITH CURB)



RURAL STREETS—CROSS SECTION
(50 FOOT WIDE RIGHT-OF-WAY)
(WITH SWALE)



LOCAL STREET-CROSS SECTION
 (61 FOOT WIDE RIGHT-OF-WAY)



EAGLE MOUNTAIN Planning Commission MEETING MINUTES

July 12, 2022, 5:30 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

CITY STAFF PRESENT ELECTRONICALLY: Steve Mumford, Assistant City Administrator/Community Development Director.

CITY STAFF PRESENT: Robert Hobbs, Planning Manager; Dave Stroud, Senior Planner; Todd Black, Wildlife Biologist/Environmental Planner; Jed Shum, Planner; Lianne Pengra, Chief Deputy Recorder; and Evan Berrett, Assistant to the City Administrator.

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

Commissioner Everett called the meeting to order at 5:32 p.m.

1. Discussion Items

1.A. CONCEPT PLAN – Porter's Crossing Town Center

Assistant City Administrator/Community Development Director Steve Mumford reviewed the currently approved plan and presented a proposed amended concept plan for Porter's Crossing Town Center. The new plan replaces the 180 mixed-use apartment units in Pod #2 with commercial uses and replaces the City recreation center, senior living apartments, and institutional uses with apartments and townhomes resulting in a decrease in total apartments and townhomes from over 300 to 225 units. Parking, storage, and a nursery are planned in the four-acre Rocky Mountain Power easement. Amenities include a pool and clubhouse, neighborhood park, pickle ball court, playground, and paths and trails. The City has received communication about the project including an updated traffic study and a letter from Rocky Mountain Power verifying they are working with the developer to approve improvements within the power corridor. Kern River Gas Transmission Company sent an email requesting to meet with the City and the developer to discuss their concerns with the proposal.

Applicant Khosrow Semnani stated that commercial interests have increased in response to business growth in the area. They desire to develop townhomes to meet housing needs in the current market. A study they conducted previously indicated the demand for senior housing is lower than they had believed.

Discussion ensued regarding the restrictions governing the powerline corridor and the planned improvements including overflow parking and the nursery and the concerns expressed by the Kern River Gas Transmission Company.

Commissioner Everett stated that he supports commercial uses at the corner of Pony Express Parkway and Porters Crossing Parkway and the reduction in density. He appreciates the dedicated parking for each multifamily unit. He is concerned with the distance to the overflow parking lot but recognizes the design challenges and limitations created by the powerline corridor.

Commissioner Allen concurred with the benefits of the additional commercial uses. He is interested in reviewing the results of the traffic study, especially in relation to the distance between the high-density housing and major roadways and the impact on other residential areas. The location of the overflow parking creates safety hazards, particularly during winter evening conditions. He suggested additional parking adjacent to the clubhouse.

Commissioner Bergener agreed with the thoughts expressed regarding parking and the overall reduced density. He advised the applicants to be prepared to discuss and address parking and amenity inadequacy concerns when the project returns. As there is a need for these types of units in the housing market, he believes the development is of benefit to the City.

Applicant Sattar Tabriz explained that both townhome designs are the same width. The single-car garages are front-loaded and the two-car garages are rear loaded. The parking area will be well-lit and kept clear of snow and ice. The clubhouse will have more dedicated parking stalls than the four indicated on the plan.

Commissioner Everett adjourned the work session at 6:07 p.m.

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

Commissioner Everett called the policy session to order at 6:30 p.m.

2. Pledge of Allegiance

Commissioner Everett led the Pledge of Allegiance.

3. Declaration of Conflicts of Interest

None.

4. Approval of Meeting Minutes

4.A. June 14, 2022 Planning Commission Minutes

MOTION: *Commissioner Bergener moved to approve the June 14, 2022 minutes. 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>	<input type="checkbox"/> <i>Jason Allen</i>	<input type="checkbox"/> <i>Jason Allen</i>	<input type="checkbox"/> <i>Jason Allen</i>
<i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>
<i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>
<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/> <i>Chris Pengra</i>	<i>Chris Pengra</i>
<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/> <i>Erin Wells</i>	<i>Erin Wells</i>

The motion passed with a unanimous vote.

5. Status Report

Planning Manager Robert Hobbs noted that staff is currently working on a road standards Municipal Code amendment to be presented at a meeting in the near future.

6. Action and Advisory Items

6.A. ACTION ITEM/PUBLIC HEARING – Eagle Mountain Municipal Code Regarding Water Efficient Landscape Standards

Assistant to the City Administrator Evan Berrett presented information regarding extending Eagle Mountain’s water supply, maintaining eligibility for rebate programs, setting up properties for success from the beginning, and creating consistent conservation across property types. Landscape water use accounts for over two-thirds of Eagle Mountain’s annual consumption. Eagle Mountain residents currently have access to the Flip Your Strip, Locascapes rewards, and other conservation programs. Eagle Mountain must have improved landscape standards by the end of 2022 for residents to continue to have access to these rebate programs. The typical front and side yard conversion can cost the average homeowner between \$1,500 to \$2,000 after rebates.

Mr. Berrett presented the following proposed standards:

- EPA WaterSense labeled plumbing fixtures in new homes.
- Smart irrigation controllers for landscapes.
- Plant cover and mulch use.
- Prohibition of non-functional turf.
- Prohibition of grass in park strips, narrow strips under eight feet wide, and on slopes greater than 25%.
- Limiting grass in front and side yards to 250 square feet or 35% of the total landscaped area.
- In commercial, industrial, institutional, and multifamily development common area landscapes and lawn areas shall not exceed 20% of the total landscaped area outside of active recreation areas.

Mr. Berrett explained how the proposed language compares to Central Utah Water Conservancy District's landscape standards. He clarified that the recommendation against placing a tree in the middle of a grass area is due to the likelihood of the tree blocking water routes and residents’ tendency to increase watering rather than moving the sprinklers. He will conduct further research to evaluate if the shade from trees reduces the amount of water needed for grass.

Commissioner Allen said the proposed standards are a good starting point that can be adjusted as needed.

Discussion ensued regarding water rights law, the Doctrine of Prior Appropriation, and efforts to track and reduce resident water usage.

Mr. Berrett verified that the projection for Eagle Mountain to be unable to meet water needs 40 years from now is based upon current water practices and excludes any additional unforeseen water needs. The City can impact the trajectory of water needs and these standards are a major component of the strategy to protect the water supply.

Commissioner Everett opened the public hearing at 6:57 p.m. As there were no comments, he closed the hearing.

Discussion ensued regarding the following:

- Locascapes and waterwise practices;
- The desire and intent to allow flexibility for residents to decide how to best apply the recommendations to their properties;
- The City's inability to set landscape standards for schools;
- City parks would be exempted from residential and commercial landscaping standards.
- Staff is implementing appropriate water conservation strategies for broad activity areas and other areas in parks such as planting native grasses that require less water; and
- The draft standards are being reviewed by the City Council and Planning Commission before discussions with developers and other stakeholders.

Commissioner Allen thanked staff for their efforts in drafting the standards. He expressed concern with liability enforcement of damage caused by rocks or other materials that migrate onto a sidewalk, trail, street, storm drain, or other public facilities, regardless of how such migration occurs. Although he recognized the need to set standards for allowing additional turf in front or side yards for properties with small backyard acreage, he suggested allowing residents to request an exemption if their property is a few square feet short of the requirement or has other extenuating circumstances.

Commissioner Bergener recognized that the standards are focused on new construction. He appreciates the City examining ways to reduce water usage and looks forward to consideration of additional standards and suggestions to assist existing residents with water conservation.

Commissioner Everett concurred with the importance of water conservation in a desert climate. He has apprehension about recommending the enforcement of the prohibition of trees in the middle of grass areas due to the shade allotted to the home and not allowing nonfunctional turf. He thinks that limiting front and side yard landscaping to 35% might be too restrictive. He supports holding commercial properties liable for damages caused by landscape materials.

Commissioner Everett recommended tabling the item to allow Commissioners Pengra and Wells to provide feedback to staff due to the importance and impact of the Municipal Code amendment. Commissioners Allen and Bergener stated they were amenable to tabling the item.

Mr. Berrett explained he has discussed enforcement concerns and program successes and difficulties with other cities. Most other cities are focusing on setting up the programs rather than enforcement efforts.

MOTION: *Commissioner Everett moved to table Eagle Mountain Municipal Code 17.60 Regarding Water Efficient Landscape Standards to the next meeting to allow Commissioners Pengra and Wells to provide feedback. Commissioner Bergener 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>	<input type="checkbox"/> <i>Jason Allen</i>	<input type="checkbox"/> <i>Jason Allen</i>	<input type="checkbox"/> <i>Jason Allen</i>
<i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>
<i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>
<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/> <i>Chris Pengra</i>	<i>Chris Pengra</i>
<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/> <i>Erin Wells</i>	<i>Erin Wells</i>

The motion passed with a unanimous vote.

6.B. PUBLIC HEARING – Parkway Fields Phase C Preliminary Plat & Site Plan

Mr. Hobbs presented the items. The preliminary plat and site plan requests a 234-lot, single-family attached townhouse subdivision on 31.28 acres of land within the Parkway Fields master-planned development. The application complies with the unit count and acreage for the MF1 Zone, roof, parking, street access, connectivity, screening, and open space and amenities requirements. Right-of-way widths and alignment and dedication needs have been evaluated and changes made to plat drawings to accommodate development review committee comments. The Planning Commission has the discretion to recommend an exemption or to require additional architectural detailing and to determine if the building rear articulation, building materials, building colors, garage door location and dominance, and lighting sufficiently comply with Municipal Code standards.

Should the Commission vote to recommend approval to the Council of Parkway Fields Phase C preliminary plat and site plan, staff recommends the following conditions:

1. Prior to Council review of the applicant's request for the preliminary plat and site plan approvals for the Parkway Fields Phase C subdivision, the developer shall adjust townhouse building elevations to fully conform to architectural details listed in EMMC 17.72.040(E)(2), materials usage requirements listed in EMMC 17.72.040(F)(1), and garage door orientation as listed in EMMC 17.72.050(H);
2. Prior to Council review of the applicant's request for the preliminary plat and site plan approvals for the Parkway Fields Phase C subdivision, the developer shall adjust detailed mechanical equipment screening plans for the clubhouse based on standards in EMMC 17.72.040(K); and,

3. Any other conditions as determined appropriate by the Commission.

Applicant representative Kameron Spencer with Flagship Homes explained that a layout with only rear-loaded garages resulted in the front of some properties facing the rear of another property. Incorporating front-loaded units allowed them to offer a better product exceeding the covered garage space requirement that makes better use of the land layout. He requested to be allowed to install a three-foot rail fence instead of the required six-foot privacy fence for the rear-loaded townhomes fronting on Tiffany Boulevard. A six-foot privacy fence will screen the mechanical equipment for the clubhouse. They intend to build a product similar to the units in SilverLake and intend to comply with Municipal Code architectural design requirements.

Commissioner Everett opened the public hearing at 7:37 p.m. As there were no comments, he closed the hearing.

Commissioner Bergener supported including conditions of approval for the required additional design elements in the recommendation to the City Council and entertaining the request for a front-loaded product as he agrees it is the better option given the design limitations for this area.

Commissioner Allen said he is amenable to considering exceptions for the front-loaded product and a three-foot fence and recommending conditions for additional design elements.

Commissioner Everett stated he is also in favor of allowing the three-foot fence along Tiffany Boulevard. Based on their other developments, he has confidence that the applicant will comply with design standards. He cited EMMC 17.72.030(C) “Garages and parking areas should be placed to the rear of buildings, accessed by a service drive. Service drives must meet all fire access requirements found in the fire code, or as required by the fire marshal. Units accessed via rear service drive shall have a man door on the garage side of the unit, and be addressed off the service drive. If garages are placed on the front facade, they shall be staggered and set back so as to minimize their appearance from the street. Garages shall never dominate the street-facing facade of a building.” He feels that the proposed front-loaded product has a garage as a dominant feature. The residents with the front-loaded product face the rear elevation and garages of the adjacent townhomes which are unappealing. He noted that the applicant proposed the design of the plat, not the City. He struggles with granting an exemption as it is something that could have been initially designed differently by the developer. He feels the proposal fails to meet Municipal Code standards and as such would vote against a recommendation of approval.

Discussion ensued regarding the units facing the rear and garages of other townhomes and whether to table the item or move it forward without a recommendation due to the lack of a quorum on a consensus.

MOTION: *Commissioner Bergener moved to table the Parkway Fields Phase C preliminary plat and site plan to a future meeting. Commissioner Allen seconded the motion.*

Those Voting Yes
Jason Allen

Those Voting No
 Jason Allen

Those Abstaining
 Jason Allen

Those Absent
 Jason Allen

<i>Jeremy Bergener</i>	<input type="checkbox"/>	<i>Jeremy Bergener</i>	<input type="checkbox"/>	<i>Jeremy Bergener</i>	<input type="checkbox"/>	<i>Jeremy Bergener</i>
<i>Matthew Everett</i>	<input type="checkbox"/>	<i>Matthew Everett</i>	<input type="checkbox"/>	<i>Matthew Everett</i>	<input type="checkbox"/>	<i>Matthew Everett</i>
<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/>	<i>Chris Pengra</i>	<input type="checkbox"/>	<i>Chris Pengra</i>	<input type="checkbox"/>	<i>Chris Pengra</i>
<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/>	<i>Erin Wells</i>	<input type="checkbox"/>	<i>Erin Wells</i>	<input type="checkbox"/>	<i>Erin Wells</i>

The motion passed with a unanimous vote.

7. Discussion Items

7.A. City Growth Update

Mr. Mumford presented an update on the previous fiscal year's growth in the City. Residential building permits dropped from 1609 in Fiscal Year 2021 to 1440 in Fiscal Year 2022. Last year, the trend beginning in 2020 for more development in the south service area than in the north continued. In FY 2022, 1,060/74% of permits were for single-family units and 380/26% were for multifamily units. He reviewed growth statistics by month and for individual developments and listed businesses that opened or had building permits issued in FY 2022.

8. Next scheduled meeting

The next Planning Commission meeting is scheduled for July 26, 2022.

9. Adjournment

MOTION: *Commissioner Allen moved to adjourn the meeting at 8:04 p.m. Commissioner Bergener 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>	<input type="checkbox"/> <i>Jason Allen</i>	<input type="checkbox"/> <i>Jason Allen</i>	<input type="checkbox"/> <i>Jason Allen</i>
<i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>	<input type="checkbox"/> <i>Jeremy Bergener</i>
<i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>	<input type="checkbox"/> <i>Matthew Everett</i>
<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/> <i>Chris Pengra</i>	<input type="checkbox"/> <i>Chris Pengra</i>	<i>Chris Pengra</i>
<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/> <i>Erin Wells</i>	<input type="checkbox"/> <i>Erin Wells</i>	<i>Erin Wells</i>

The motion passed with a unanimous vote.

The meeting was adjourned at 8:04 p.m.

Approved by the Planning Commission on July 26, 2022.

Steve Mumford, AICP
Assistant City Administrator/Community Development Director

DRAFT



**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 26, 2022**

TITLE:	PUBLIC HEARING (CONTINUED, OFF TABLE) -- Parkway Fields Phase C Preliminary Plat & Site Plan		
ITEM TYPE:	Preliminary Plat & Site Plan		
FISCAL IMPACT:			
APPLICANT:	Flagship Homes as Owner/Developer with Bronson Tatton as Applicant and representative		
GENERAL PLAN DESIGNATION Neighborhood Residential 1 (in the area proposed for residential development/platting)	CURRENT ZONE MF-1	ACREAGE 31.28	COMMUNITY Parkway Fields Master Planned Area

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

PRESENTED BY:
Robert Hobbs

RECOMMENDATION:

Approve with conditions or table for revisions.

Should the Commission vote to recommend to the Council approval of Parkway Fields Preliminary Plat, Phase C and associated site plan, Staff recommends you consider making your recommendation contingent upon Developer/Development compliance with the following condition(s):

1. Prior to Council review of Applicant's request for preliminary plat and site plan approvals for Parkway Fields, Phase C subdivision, Developer/Development shall adjust townhouse building elevations so as fully conform to architectural details listed in EMMC § 17.72.040(E)(2), materials usage requirements listed in EMMC § 17.72.040(F)(1), garage door orientation as listed in EMMC § 17.72.050(H); and,
2. Prior to Council review of Applicant's request for preliminary plat and site plan approvals for Parkway Fields, Phase C subdivision, Developer/Development shall adjust detail mechanical equipment screening plans for the clubhouse based on standards in EMMC § 17.72.040(K); and,
- <3+. Any Commission condition(s)>.

BACKGROUND:

Applicant is petitioning to subdivide a portion of the Ault Farms Master Development approved by Council in December of 2021 in the southeast quadrant/region of the City. The development continues the platting of that master development now using "Parkway Fields" as its name. Phase C proposes 234 attached townhouse building lots and 10 common parcels on 31.28 acres of land. The building lots' dimensions and arrangement are designed to conform to the MF-1 Zone as well as the approved master plan.

The Commission, after reviewing the application package on July 12th and providing comments, voted to table the proposal until July 26th to enable Commissioners absent on the 12th to provide their comments on the project. Generally, the three Commissioners present on the 12th agreed with the Staff recommended Conditions of Approval, and, were agreeable with the Applicant(s)' request for an exception to the collector fencing requirement pertinent to Tiffany Boulevard (using 3' high rail[ed] fencing in lieu of 6' solid screen walls) but wanted to further discuss the question of building orientation(s).

ITEMS FOR CONSIDERATION:

Preliminary Plat (EMMC § 16.20):

The Project has been reviewed by the DRC Committee and suggested redline corrections incorporated into plat drawings. The plat's present configuration appears to be in conformance with platting & site plan standards belonging to the MF-1 Zone and to the pre-approved master plan for Ault Farms, now Parkway Fields.

Provided/proposed plat calculations:

Total Acreage -- 31.28 (corrected)

Total Lot Count – 234 (with 10 additional open space parcels)

Total Acreage in Lots – 50

Total Acreage in Rights-of-Way -- 3.45

Total Open Space Provided – 9.35 acres

Reqd. Min. Lot Size -- n/a

Proposed Min. Lot Size -- n/a

Reqd. Avg. Lot Size -- n/a

Proposed Min. Lot Size -- n/a

Max. Allowable Gross Density -- 10 units/acre

Overall Density -- 7.5 lots/acre

ROW:

Right-of-way width(s) and alignment and dedication needs have been evaluated and changes made to plat drawings to accommodate DRC comments. Rights-of-way are mapped to match the approved master development plan layout for the Project, as are the housing "blocks", and, common parcel positions and dimensions.

Correspondence:

Any correspondence from agencies or the citizenry is hereto attached. Agency comments may express opinions regarding the plat and site plan application set, or, be geared towards recommending Conditions of Approval for Phase C should it be approved.

Analysis:

The Ault Farms MDA does not include any specific language referencing townhouse architecture, and instead requires compliance with the City Code.

Townhouse & Clubhouse Architecture (EMMC § 17.72 et al -- refer to attached elevations):

Roofs -- Required: Sloping roofs, overhanging eaves & multiple roof planes & heights. Proposed: Conforming roof systems.

Building Articulation -- Required: That vertical & horizontal articulation, including facade modulation, changes in textures/materials, window patterns, offsets, recesses and projections. Proposed: Elevations demonstrate conformance to required design elements/styling -- less so on the back and ends of buildings. Whether the proposed elevations are sufficiently compliant is a subjective decision left to the Commission.

Architectural Detailing -- Required: A majority (10) in count of the following 18 select features on each side of each building in the development: Decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grills and railings, architectural lighting,

decorative masonry pattern, window grids, and decorative doors and windows. As the units do not conform to this standard, the Commission will have to decide whether suggest granting of (an) exception(s) or causing the Developer to dress up the buildings' designs.

Building Materials -- Required: That a minimum of two exterior material types on all building faces, minimum of 30% material type be used on any given wall face. Proposed: Siding and stucco with no mixture of the two on any given face of either townhouse building style. A proposed Condition of Approval addresses this finding.

Building Colors -- Recommendation: Wide palette, not restricted to earth tones or desert landscape colors. Proposed: white, grey and black tones predominating one building style, the other feature an added color type per unit (e.g., bluey/green, etc.) Depth of color choice may be inadequate. Again, whether the color suite is sufficiently compliant is a subjective decision left to the Commission.

Garage Doors -- Required: That to cause garage doors to not be a dominant architectural element, they be placed at the sides or rears of buildings or be recessed from front wall planes of units. Many (138) townhouse units are intended to have be "rear loaded" garages; the balance that are front loaded (76) do not feature the garages being recessed; rather, they are rather forward of unit entryways. A proposed Condition of Approval addresses this finding.

Lighting -- All lighting fixtures on building (and poles) to be shielded and down-directed. Given the requirements of pole lights in the City and that townhouse structures are proposed (vs. commercial buildings), it is anticipated that lighting will be made compliant with code.

Mailbox Structure(s) -- Recommended: Cluster mailboxes for multi-family townhouse projects should be used and that those should, in materials and color, harmonize with the buildings to which they are associated.

Mechanical Equipment -- Required: Mechanical equipment shall screened from public view. No precise code standard noted. Proposed: N/A with townhomes, clubhouse plan details inadequate to determine compliance. Expected that any units associated with

clubhouse will have roof screening or more likely be ground mounted and have landscaping and/or screening to hide them from view. A proposed Condition of Approval addresses this finding.

Storage, Loading Areas & Trash Enclosures -- Required: Outdoor storage, loading or trash areas require screening/enclosure. Proposed: N/A given nature of structures in the development.

Parking Provision (EMMC § 17.55.120(c)): Required: Rate of 2 non-tandem stalls per unit plus 1 guest stall for every 3 units (78 total); min. 1 stall per unit to be enclosed/covered. Proposed: 87 guest spaces; all units to have double car garages.

Access & Streets (EMMC § 16.35.140): Required: Public streets' widths to be 53', 77', 122'. Proposed: All public @ 53', 63', (variation of the 53' type to add an adjoining trail element in the row along one side of the road with planter strip buffers to either side -- see detail) and 122' (Tiffany Boulevard) -- save for the service drive access through the open space providing access to the clubhouse and four private alleys or shared drives (two north/two south) providing access to some of the units. All townhouse dwelling units have direct or indirect access to public streets -- but due to orientation thereto, 96 units are typified as "front-loaded", 138 units as "rear-loaded" as afore-noted.

Connectivity Index: (EMMC § 16.30.090): Required to be (for a MF-1 zoned area) 1.75. Proposed 1.83 (note that the master plan already approved Plat's C's configuration as well).

Screening (EMMC § 16.35.090): Required: Six-foot (6') privacy fencing along the rear or side lot lines of lots intended to abut collector and/or arterial rights-of-way. It may be interpreted that said fencing will be required along the full length (running east/west) of Tiffany Boulevard on its north and south sides adjoining the roadway. Proposed: Six-foot (6') as mandated except for where townhomes are situated that are proposed to face the street whereat a lower rail fence is proposed (see attached landscape plan page L.2).

Open Space & Amenities (EMMC §§ 16.35.105 & 17.25.050(l)): All open space is intended to be maintained by a future HOA. Required open space area: 5.37 acres. Proposed open space area: 1.5 acres -- balance is in other phases of Parkway Fields. Required amenity

points: 542. Proposed: 1438. All units within 1/4 mile of open space and otherwise have access thereto. Main open space amenities include, as required for MF-1 projects, a pool and clubhouse with related parking and landscaping - including linear connecting parks (see attached landscape plan page L.1 and amenity points worksheet).

REQUIRED FINDINGS:

Plat and site plan approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Preliminary Plat Approval review request are iterated in EMMC § 16.20. Approval criteria [Conclusions of Law] for a Site Plan Approval request are stated in EMMC §§ 17.100.050 & 17.100.060. Plats and site plans are to be approved if all required elements and proper design are provided in their plan drawings.

PLANNING COMMISSION ACTION/RECOMMENDATION:

Table on July 12th (3-0 vote) to enable absent Commissioners to review and provide comment on the applications.

ATTACHMENTS:

[Founders__Square_Parcel_Vicinity_Map.Jan_2022.pdf](#)

[Ault_Farm_MDA_Exhibit_C_-_Zoning_Map.pdf](#)

[Parkway Fields PP C 7-7-22.pdf](#)

[Parkway Fields C.Landscape & Open Spaces Plans & Open Space Pt. Worksheet.pdf](#)

[Parkway Fields Townhome Elevations.pdf](#)

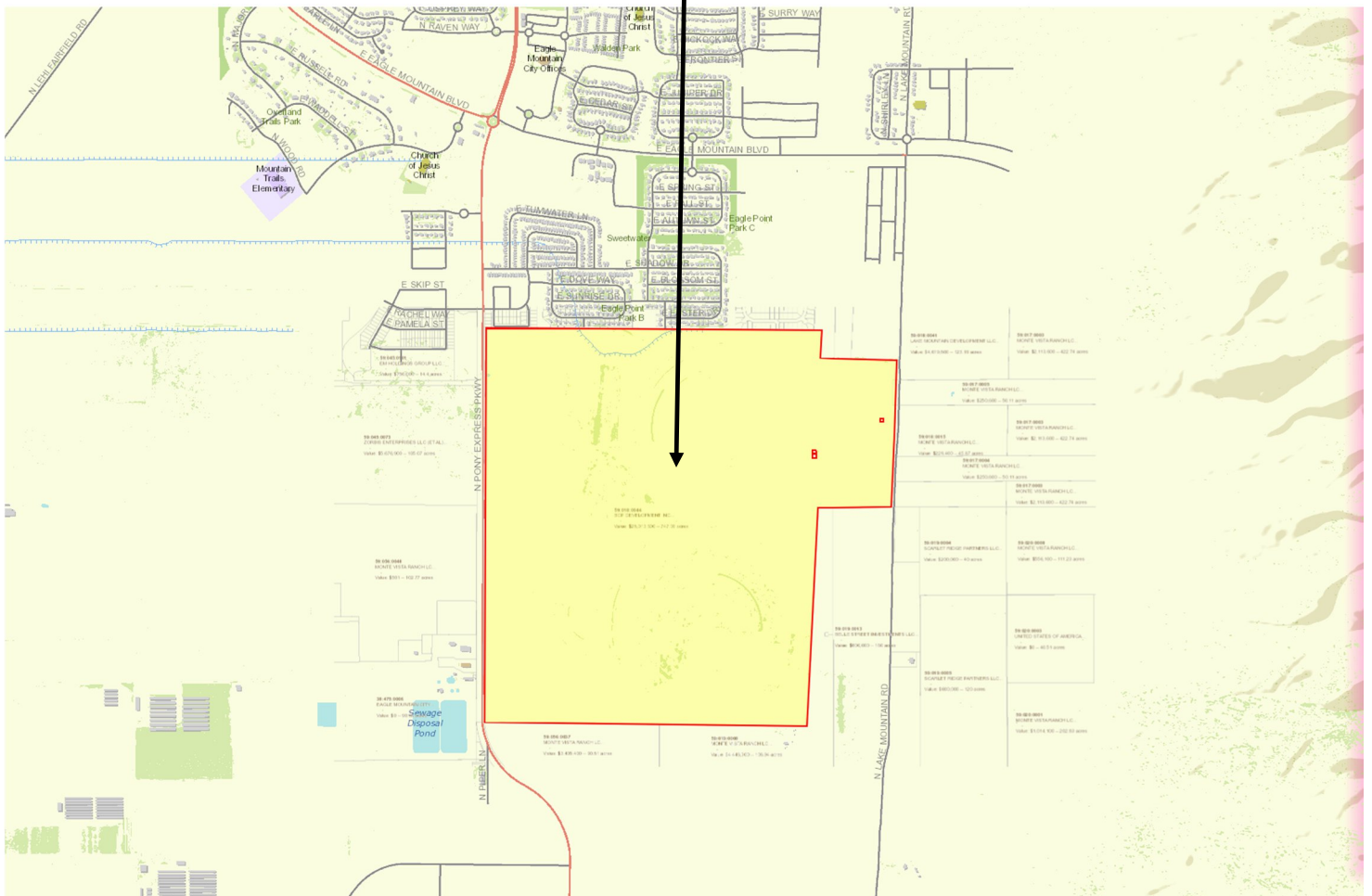
[Ault Farms MDA](#)

[Ault Farms MDA Exhibits](#)

VICINITY MAP

Utah County Parcel Map Snippet

Property



Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

Open Space - Improved

Open Space - Natural





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

NOT FOR
 CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C
 EAGLE MOUNTAIN, UTAH
LOT LAYOUT

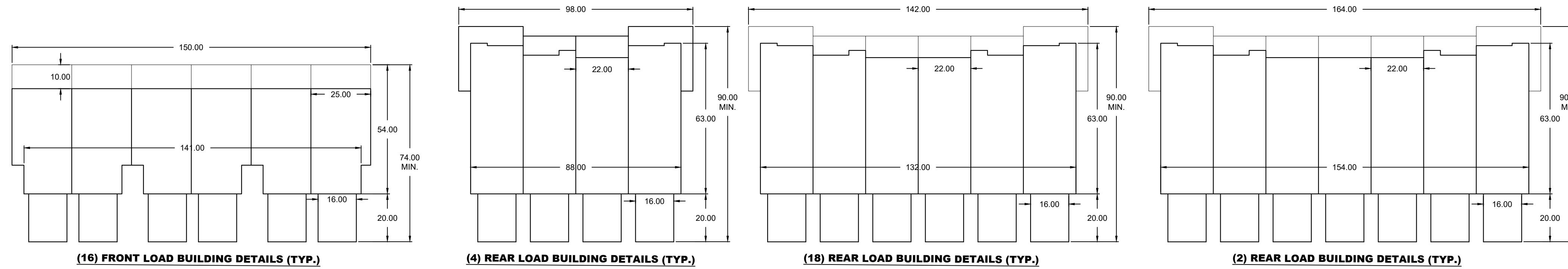
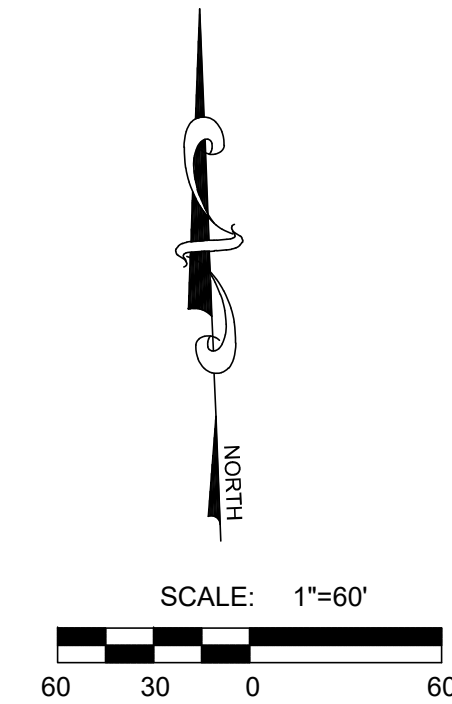
REVISIONS

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LEI PROJECT #:
2019-0046
 DRAWN BY:
CJI
 DESIGNED BY:
BCT
 SCALE:
1"=60'
 DATE:
07/07/2022

SHEET
201

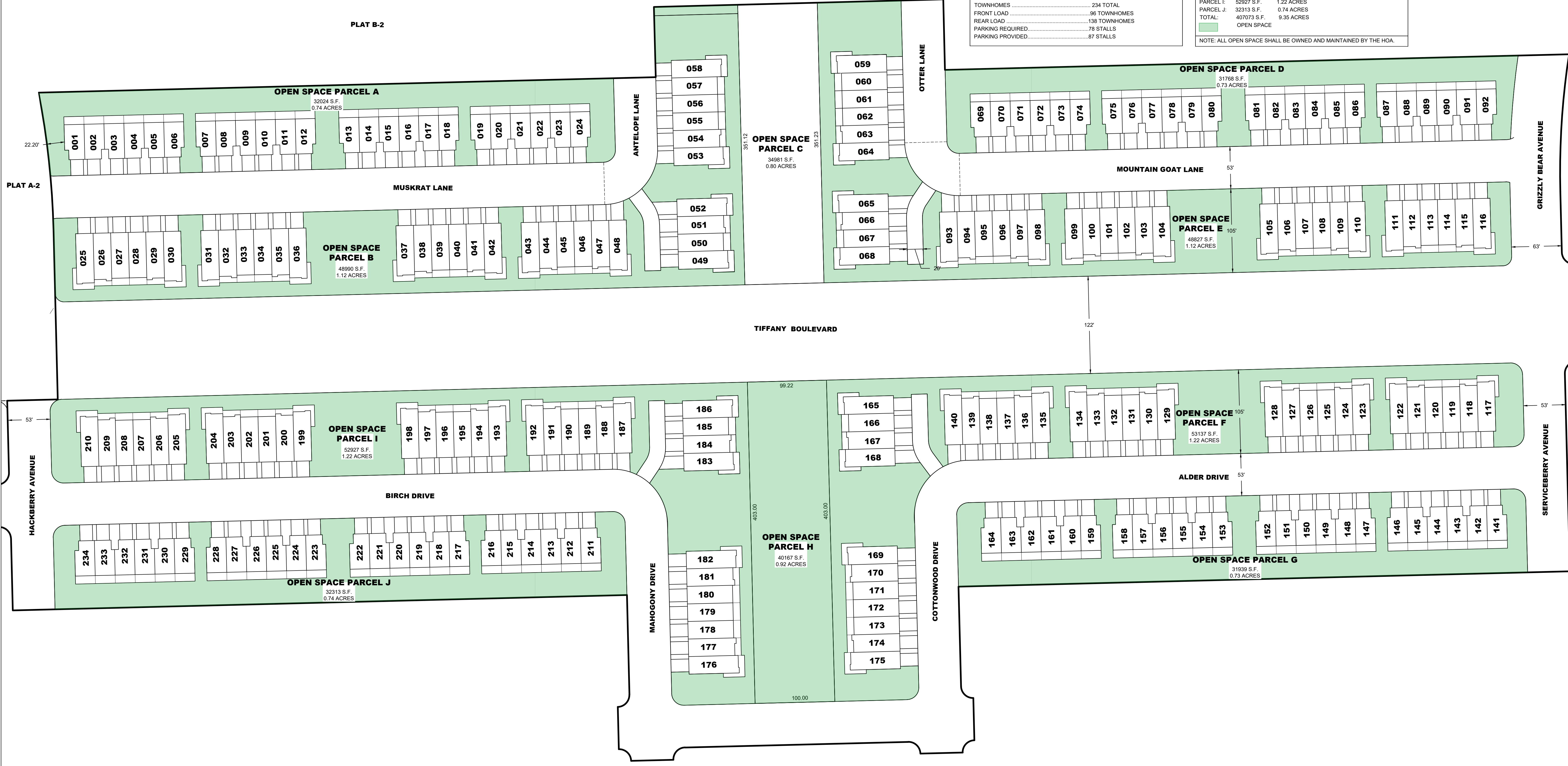
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C2	15.00	90°00'00"	23.56	N45°50'25"E 21.21
C3	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C4	15.00	90°00'00"	23.56	N44°09'35"E 21.21
C5	1036.50	9°32'49"	172.71	N3°56'00"W 172.51
C6	973.50	10°10'16"	172.82	S5°55'33"W 172.59
C7	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C8	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C9	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C10	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C11	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C12	15.00	90°00'00"	23.56	S45°50'25"W 21.21



OPEN SPACE TABULATIONS		
PARCEL A:	32024 S.F.	0.74 ACRES
PARCEL B:	48990 S.F.	1.12 ACRES
PARCEL C:	34981 S.F.	0.80 ACRES
PARCEL D:	31768 S.F.	0.73 ACRES
PARCEL E:	48827 S.F.	1.12 ACRES
PARCEL F:	53137 S.F.	1.22 ACRES
PARCEL G:	31939 S.F.	0.73 ACRES
PARCEL H:	40167 S.F.	0.92 ACRES
PARCEL I:	52927 S.F.	1.22 ACRES
PARCEL J:	32313 S.F.	0.74 ACRES
TOTAL:	407073 S.F.	9.35 ACRES
OPEN SPACE		

NOTE: ALL OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOA.

TABULATIONS	
TOWNHOMES	234 TOTAL
FRONT LOAD	96 TOWNHOMES
REAR LOAD	138 TOWNHOMES
PARKING REQUIRED	78 STALLS
PARKING PROVIDED	87 STALLS

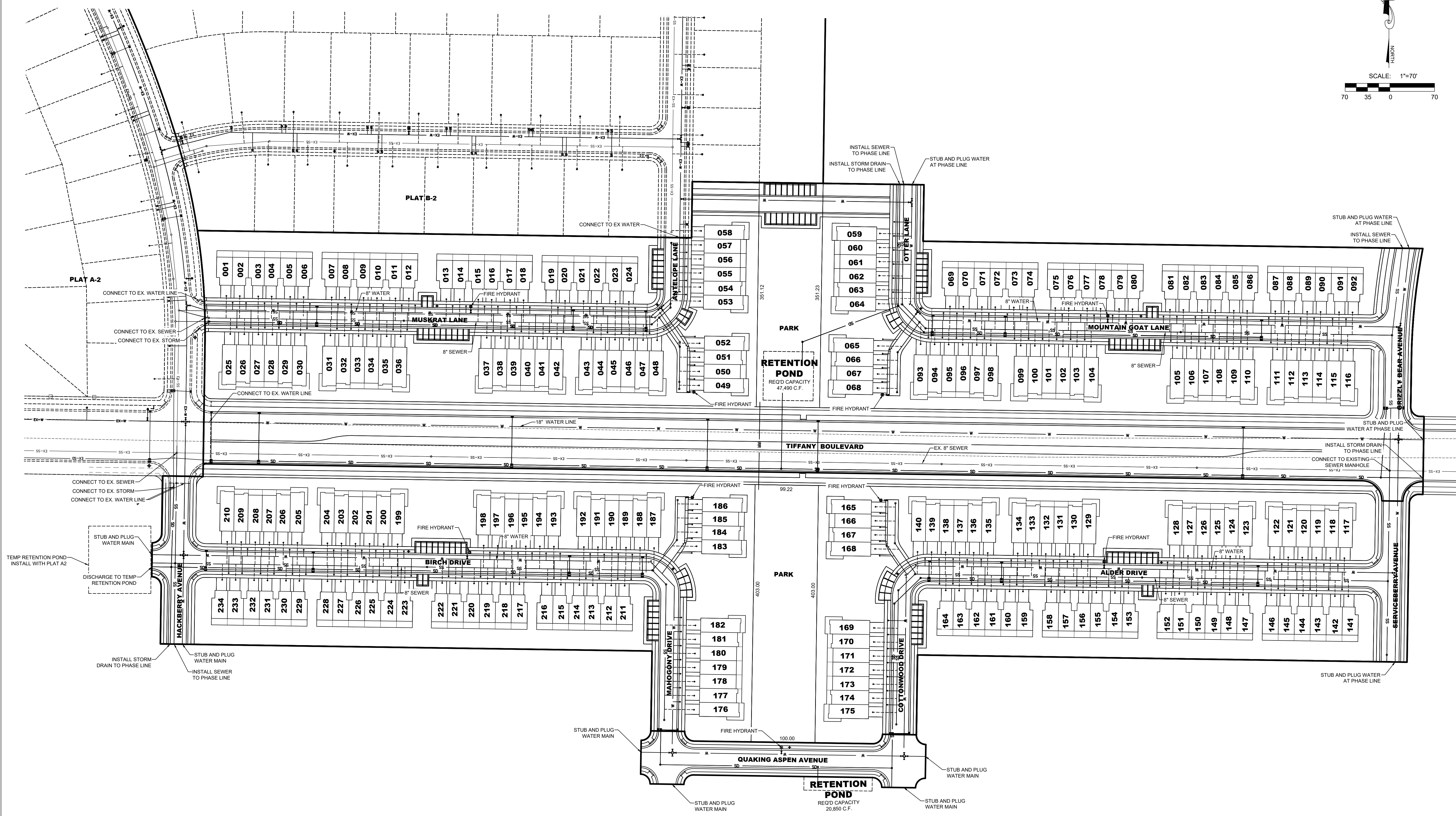
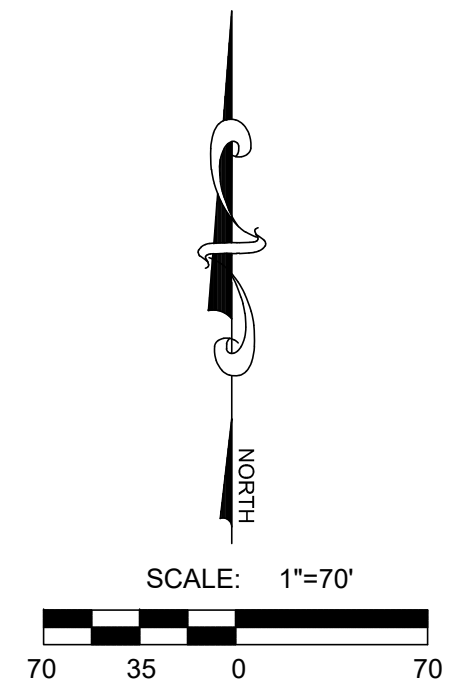




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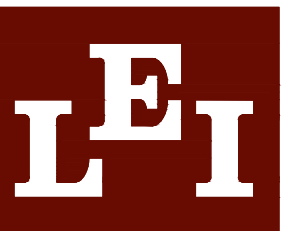
NOT FOR
 CONSTRUCTION



PARKWAY FIELDS PRELIMINARY PHASE C
 EAGLE MOUNTAIN, UTAH
UTILITY LAYOUT

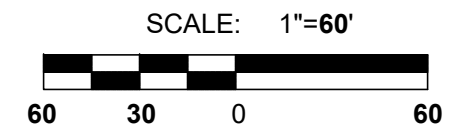
REVISIONS
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LEI PROJECT #:
2019-0046
 DRAWN BY:
CJI
 DESIGNED BY:
BCT
 SCALE:
1"=70'
 DATE:
07/07/2022

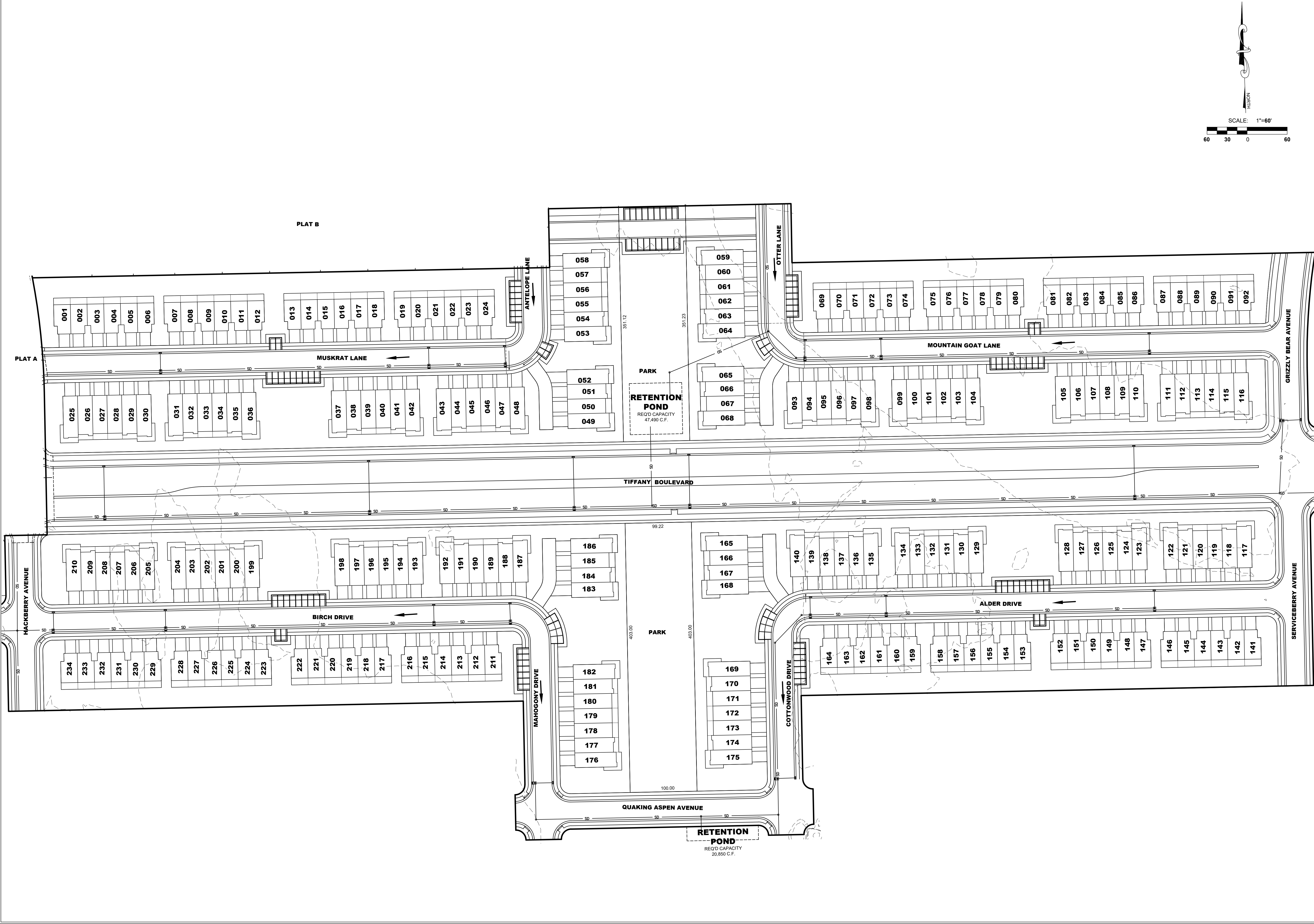


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PARKWAY FIELDS PRELIMINARY PHASE C
 EAGLE MOUNTAIN, UTAH
GRADING PLAN

REVISIONS	
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LEI PROJECT #:
2019-0046
 DRAWN BY:
CJI
 DESIGNED BY:
BCT
 SCALE:
1"=60'
 DATE:
07/07/2022

SHEET
401



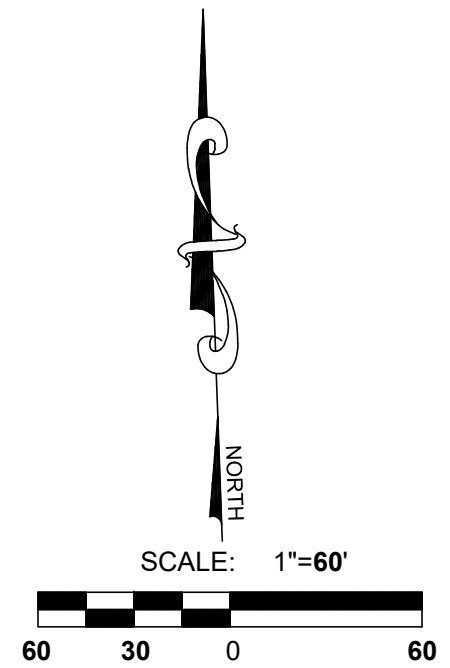
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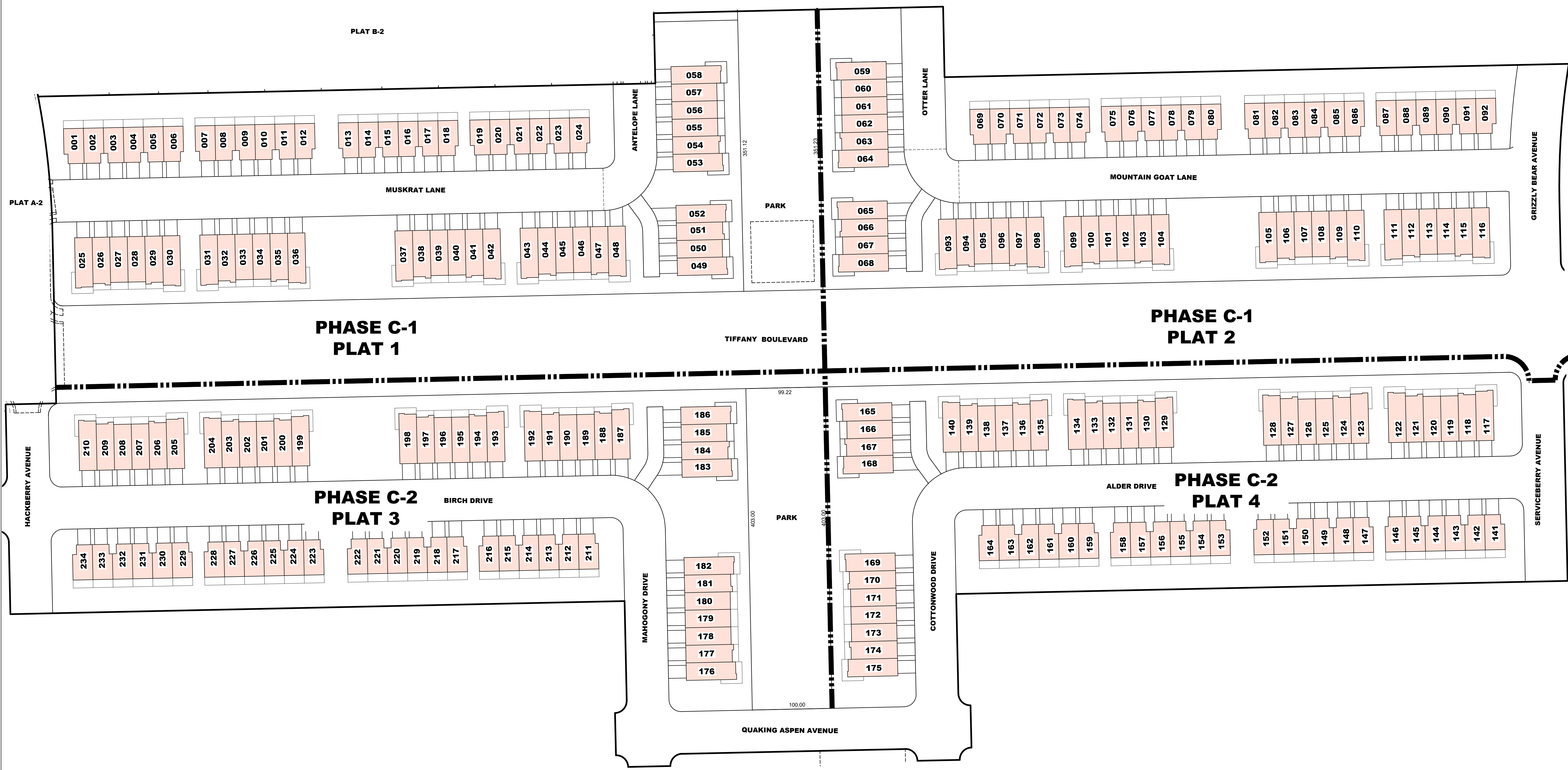
LOT TYPE LEGEND

TH (234 LOTS)

TOTAL LOTS = 234



NOT FOR
 CONSTRUCTION



PARKWAY FIELDS PRELIMINARY PHASE C
 EAGLE MOUNTAIN, UTAH
PHASING PLAN / LOT PLAN

REVISIONS

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LEI PROJECT #:
2019-0046

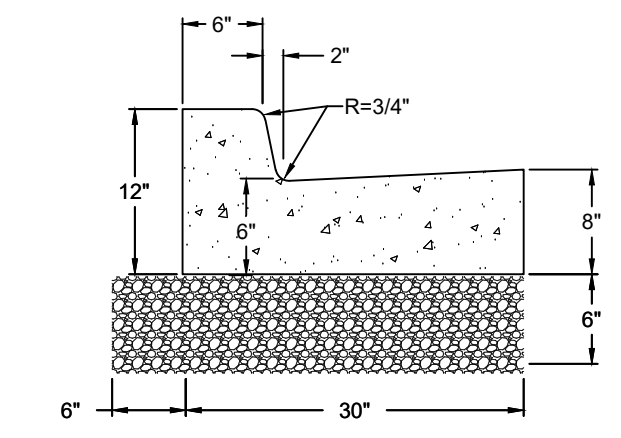
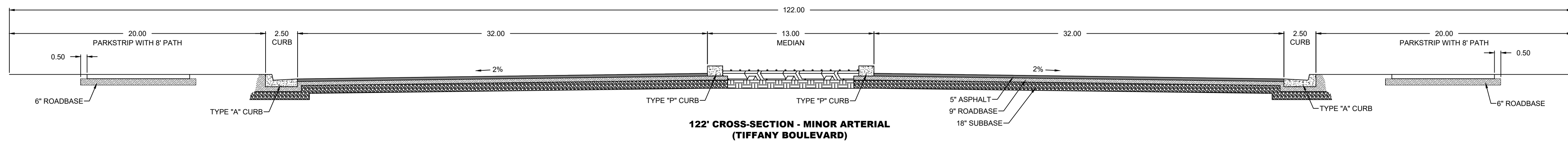
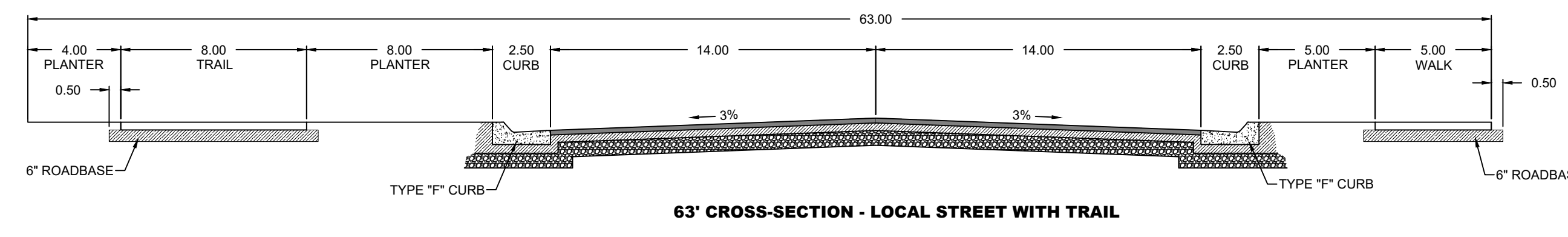
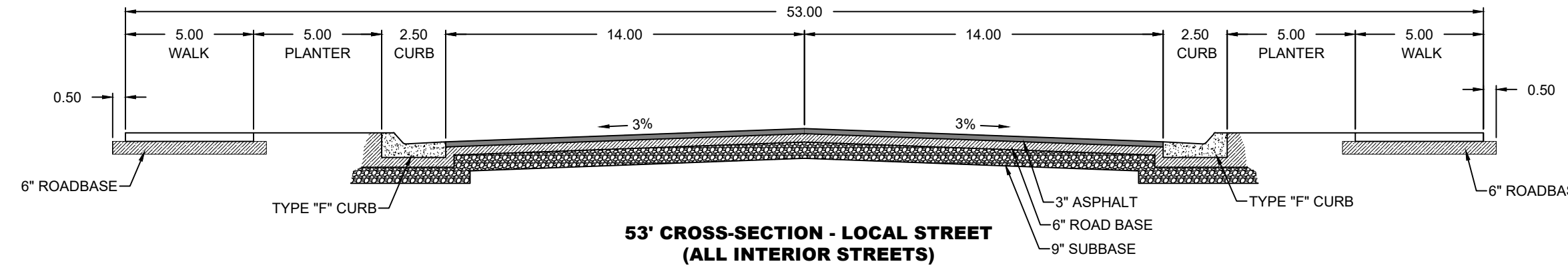
DRAWN BY:
CJI

DESIGNED BY:
BCT

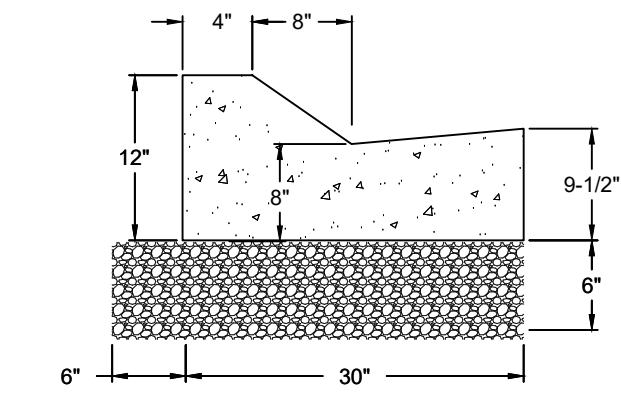
SCALE:
1"=60'

DATE:
07/07/2022

NOT FOR
 CONSTRUCTION

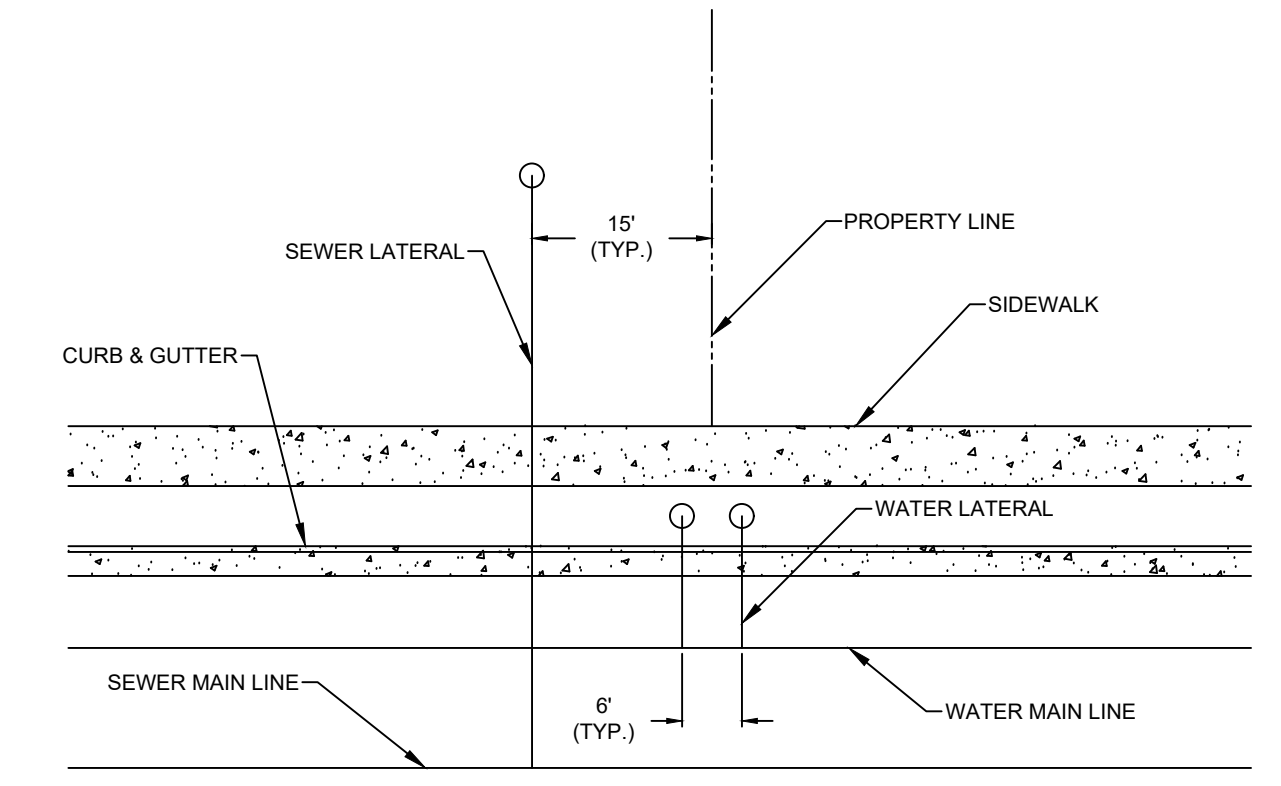


TYPE A



TYPE F

2 APWA CURB & GUTTER



3 TYPICAL UTILITY SERVICE DETAIL

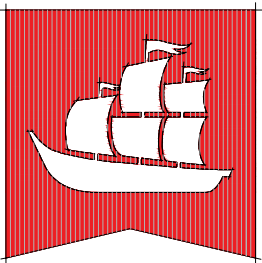
1 ROADWAY CROSS SECTIONS

3 TYPICAL UTILITY SERVICE DETAIL

PARKWAY FIELDS PRELIMINARY PHASE C
 EAGLE MOUNTAIN, UTAH
DETAILS

REVISIONS	
1	
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LEI PROJECT #:
2019-0046
 DRAWN BY:
CJI
 DESIGNED BY:
BCT
 SCALE:
1"=NTS
 DATE:
07/07/2022

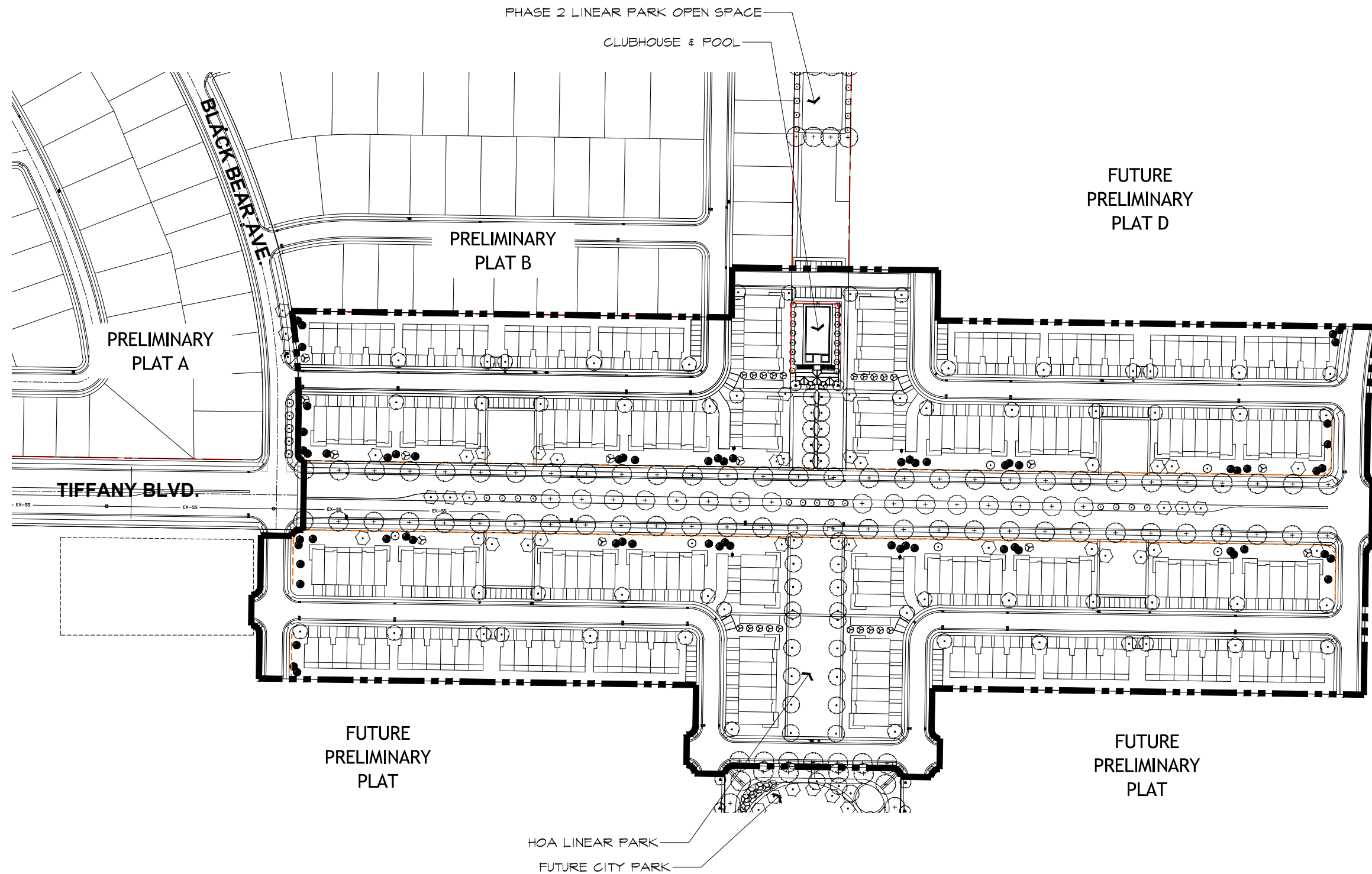


flagship
homes

1250 East 200 South, Ste. 1D
Lehi | Utah | 84043



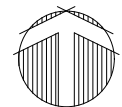
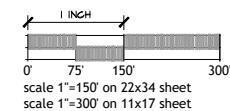
call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked



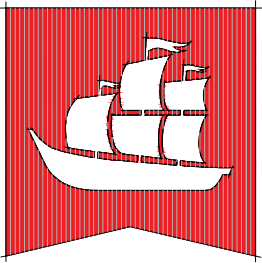
PARKWAY FIELDS
PRELIMINARY PLATS C LANDSCAPE PLANS
Tiffany Boulevard . Eagle Mountain City . Utah

M A Y 2 0 2 2

LANDSCAPE
overview



L1.0





flagship
homes

1250 East 200 South, Ste. 1D
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

FENCING LEGEND

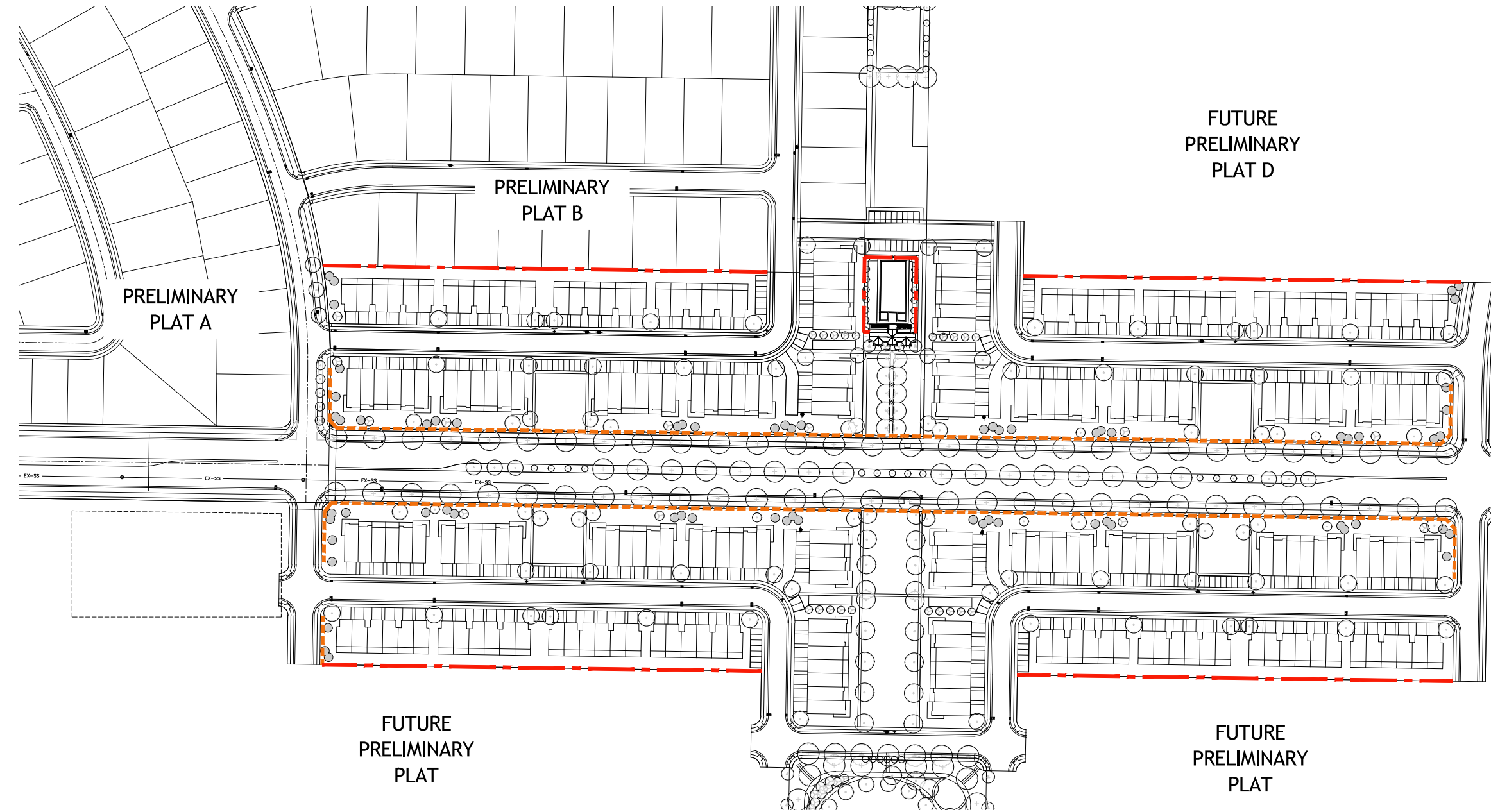
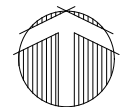
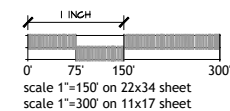
-  3' ht. Rail Fence
-  6' ht. Privacy Fence

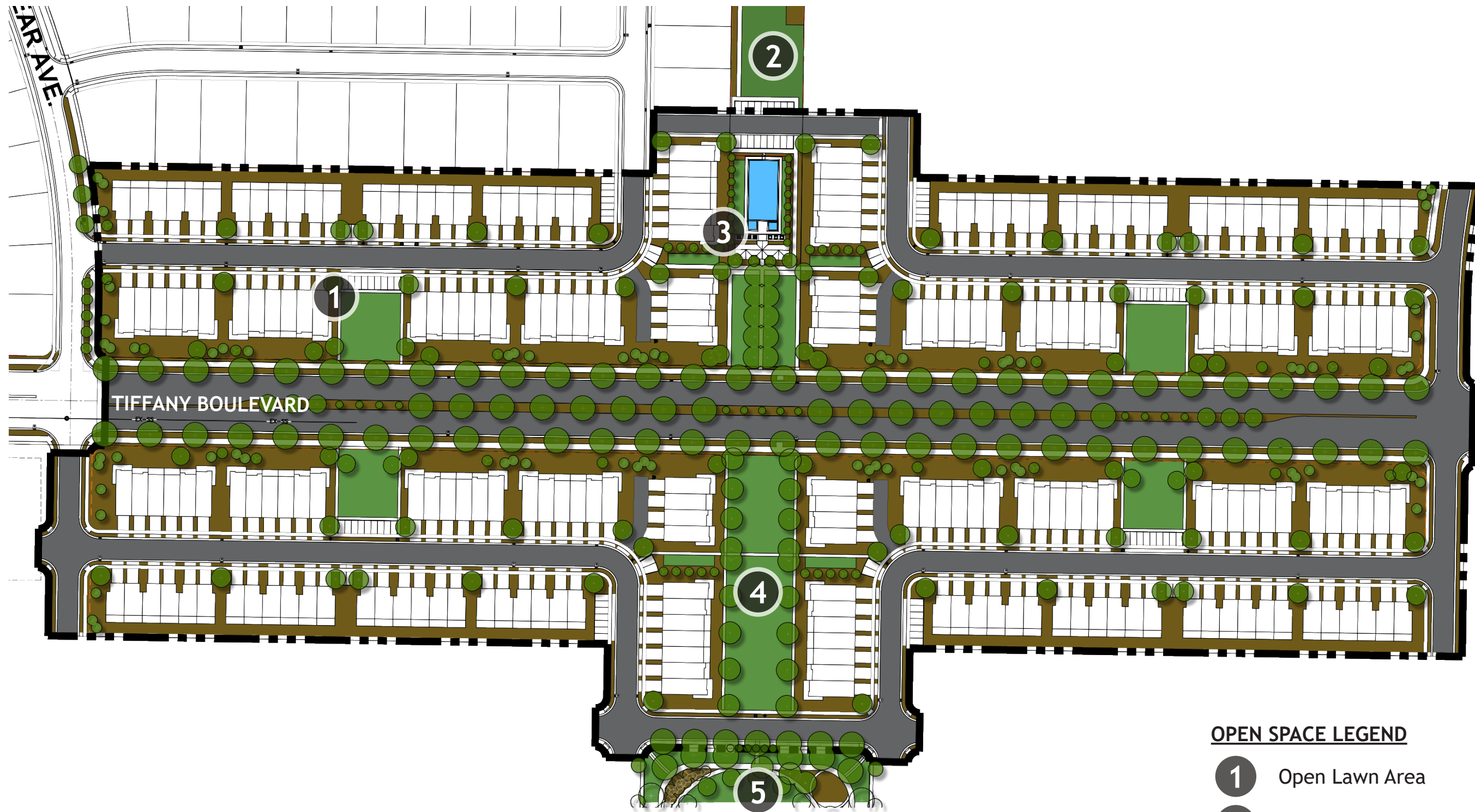
PARKWAY FIELDS
 PRELIMINARY PLATS C LANDSCAPE PLANS
 Tiffany Boulevard . Eagle Mountain City . Utah

M A Y 2 0 2 2

LANDSCAPE
fencing overview

L2.0





OPEN SPACE LEGEND

- 1** Open Lawn Area
- 2** Linear Park (Phase B)
- 3** Clubhouse & Pool
- 4** Linear Park
- 5** South City Park (Future Phase G)

PARKWAY FIELDS PHASE C | Open Space Illustration
Eagle Mountain . Utah

*Waterwise landscaping principles implemented through project.



PARKS & OPEN SPACE WORKSHEET

Parkway Fields Preliminary Plat C

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units		Required Open Space (Square Feet) ^a	Required Open Space (Acres) ^b
_____	x 1,000 =	_____ sq ft	/ 43,560 = _____ Acres

Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet) ^a	Total Fee-In-Lieu
_____ sq ft	x \$5.75 = \$ _____

Required Amenity Points	
Required Open Space (Acres) ^b	Required Amenity Points
_____ Acres	x 100 = _____ Points

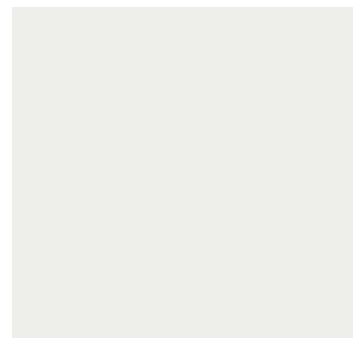
Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2		
Bicycle Rack (4+ bikes)	2		
Trees (5) (A majority must be shade trees)	2		
Shade Structure	4		
Drinking Fountain	5		
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6		
Parking* (5 stalls)	6		
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4		
Playground Equipment* per \$1,000	2		
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100		
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other:	Varies		
Other:	Varies		
TOTAL			

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

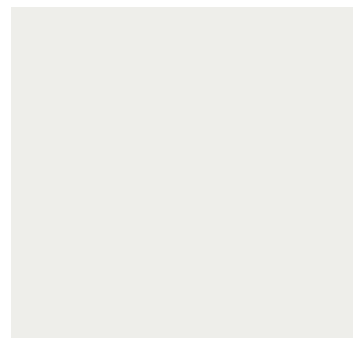




Scheme 1



Siding/Board & Bat
Snowscape White



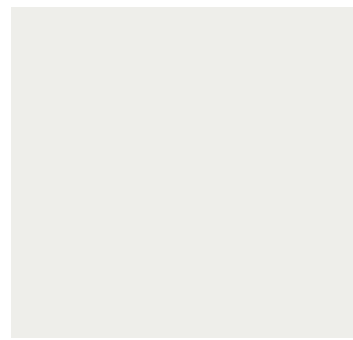
Trim
Snowscape White



Front Door
Peppercorn



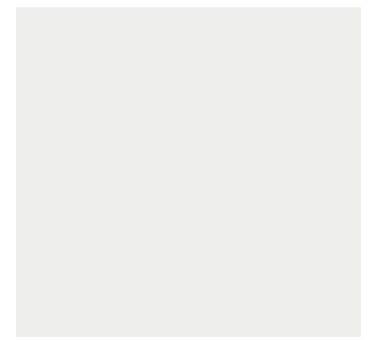
Roof
Moire Black



Garage Door
White

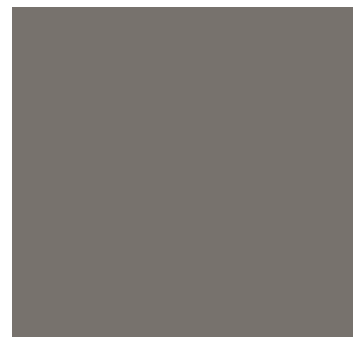


Soffit & Fascia
Black

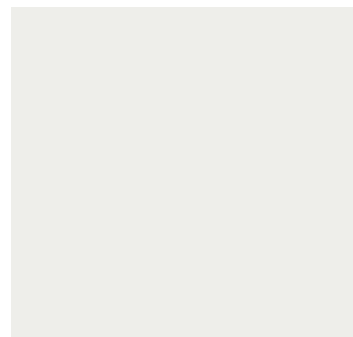


Windows
White

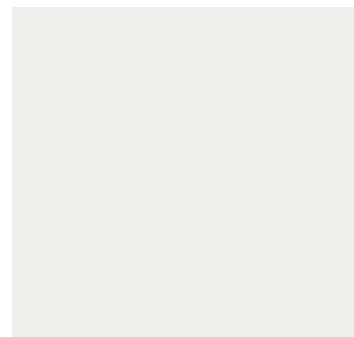
Scheme 2



Siding/Board & Bat
Tundra Gray



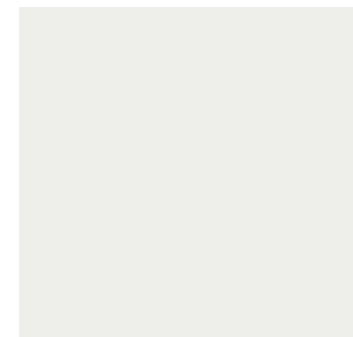
Trim
Snowscape White



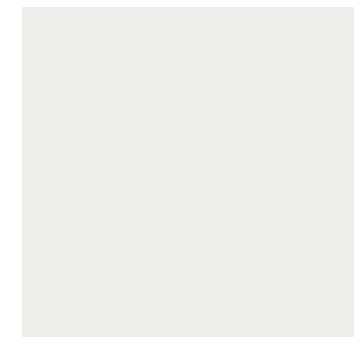
Front Door
Extra White



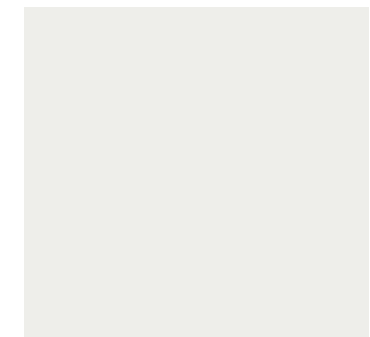
Roof
Moire Black



Garage Door
White



Soffit & Fascia
White



Windows
White







BACK ELEVATION

**MASTER DEVELOPMENT AGREEMENT
FOR
AULT FARMS**

This *Master Development Agreement for Ault Farms* (this “**Agreement**” or “**MDA**”) is entered into as of this _____ day of December, 2021 (the “**Effective Date**”) between Flagship EM Holdings, a Utah limited liability company (“**Developer**”) and Eagle Mountain City, a Utah Municipal Corporation (“**City**” or “**Eagle Mountain**”).

RECITALS

A. Developer owns or controls certain real property within the City’s boundaries, and which is legally described in Exhibit A (“**Property**”);

B. Developer intends to develop the northern portion of the Property as a master planned community known as Ault Farms (“**Project**”), in accordance with the project master plan (“**Master Plan**”) attached hereto as Exhibit B. On July 20, 2021, the Eagle Mountain City Council approved the rezone of portions of the Property and a general plan amendment, along with the project master plan. The southern approximately 209.98 acres of the Property is not included in the Project and is not a part of this Agreement;

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

D. The parties desire to enter into this Agreement to specify Developer’s rights and responsibilities with regard to development of the Project, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City’s General Plan, and the Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Applicant** means a person or entity submitting a Development Application.

- 1.3. **Buildout** means the completion of all of the development on the entire Project.
- 1.4. **Council** means the elected City Council of Eagle Mountain.
- 1.5. **Default** means a breach of this MDA as specified herein.
- 1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.7. **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 Eagle Mountain required for development of the Project.
- 1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.
- 1.9. **Eagle Mountain's Future Laws** means the 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.
- 1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.
- 1.11. **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, effectuating a subdivision of any portion of the Project.
- 1.12. **Developer** means Flagship EM Holdings, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.
- 1.13. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.15. **Notice of Decision** means the Rezone and General Plan Amendment Notice of Decision and the Master Development Plan Notice of Decision for Ault Farms, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit D.
- 1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.
- 1.17. **Phasing Plan** means the phasing plan attached hereto as Exhibit E.

1.18. **Project** means the Ault Farms project 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.

1.19. **Property** means the approximately 542.50 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

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

1.21. **Reimbursable Costs** means the cost of upsizing system improvements. Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may 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 Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, a copy of which is attached hereto as Exhibit C.

2. **ZONING.** As of the Effective Date, the Property is zoned by the City in accordance with the Zoning Map, attached hereto as Exhibit C.

3. **TERM OF AGREEMENT.** In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. 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. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. **VESTED RIGHTS.**

4.1. **General Vesting.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, 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 (2021).

4.2. **Unit Density.** Developer shall be entitled to develop the Project in accordance with the densities permitted by the zoning in place on the Property as of the Effective Date. Developer shall not transfer density from one zone or development area to another. The addition of a school or church shall not result in the transfer of any units or density.

4.3. **Exceptions.** The vested rights set forth in Sections 4.1 and 4.2, and restrictions on the applicability of Eagle Mountain’s Future Laws to the Project, are subject to the following exceptions:

4.3.1 Master Developer Agreement. Eagle Mountain’s Future Laws or other regulations to which the Developer agrees in writing;

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

4.3.3. Codes. Any of Eagle Mountain’s 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;

4.3.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

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

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

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain’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(1)(a)(i) (2021).

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 Phasing.

5.2.1 Developer shall develop the Project in accordance with the Phasing Plan attached hereto as Exhibit E. Unless otherwise shown on the infrastructure phasing exhibits, road and infrastructure construction shall correspond with adjoining residential or commercial development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by City Planning Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

5.3 **Standard for Approval.** All subdivision plats must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.4 **Site Preparation.** Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

5.5 **Changes to Project.** No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Master Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) substantially changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made without the consent of City Council prior to plat recording.

5.6 **Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in the Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 Roads.

6.1.1 Roads shall be constructed in location and size in accordance with the Transportation Master Plan, attached hereto as Exhibit F. The timing of construction of roads

shall occur in accordance with the Phasing Plan, subject to Section 5.2.2.

6.1.2 Internal Roads. Developer shall be required to construct all roads within the Project and shown on the Transportation Master Plan. The Transportation Master Plan includes two minor collector roads, a minor arterial (Tiffany Lane), and a major arterial that are larger than the required project plan widths. Upon completion of the roads that are shown on the Transportation Master Plan as being larger than the project plan widths, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement amount shall include the value of the land under the upsized portion of the road. For example, Tiffany Lane is shown as a 77' project plan road and is currently shown as a 122' master plan road. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 77' road to a 122' road and for the value of the additional 45' of land. Developer acknowledges that updates to the City's Master Transportation Plan may increase or decrease the size of any road within the Project. Thus, if Tiffany Lane is decreased to a 94' road, City would reimburse for the Reimbursable Costs to upsize from a 77' road to a 94' road, and for the additional 17 feet of land.

For purposes of this Section 6.2.2, City and Developer agree that the reimbursable cost of land for the portion of any upsized road shall be \$130,000 per acre. City may reduce the size of the two minor collector roads to 53', but restrict driveway access onto the roads. Developer shall not be entitled to reimbursement for the minor collector roads if they are 53' limited access roads.

6.1.3 Pony Express Parkway. Developer shall dedicate to the City, without reimbursement, approximately 15'-18' of property on the west side of the Project, in accordance with the Pony Express Parkway Exhibit (Exhibit I), for expansion of Pony Express Parkway to provide a 122-foot right of way, and improve the portion of the right of way to the east of the existing asphalt. The Developer improvements shall include curb and gutter, landscaping (design to be approved by the City Parks Director), and an eight-foot asphalt or concrete trail. Improvements shall be made along with adjacent phases of Project.

6.1.4 Developer shall provide to the City up to a 2-acre site for a new city well. The well site shall be located adjacent to the power line corridor and in close proximity to the City's existing well. The City shall pay Developer \$130,000 per acre for the well site. Developer and City shall cooperate in good faith to reduce the size of the well site, including Developer granting to City temporary construction easements and access easements.

6.2 Parks and Open Space.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit G. The Developer shall cooperate with the City in the planning, design and development of these open spaces. A landscape concept plan is attached as Exhibit G, which provides potential designs for each park and open space area. This plan is conceptual only and Developer shall submit detailed landscape plans that comply with Section 16.35.105 of Eagle Mountain's Vested Laws along with each preliminary plat. The City property that abuts the northern boundary of the Project shall be improved by Developer along with the northern phases of development. It is anticipated that the City will own and maintain

the two park areas in the center of the Project, and Developer will dedicate the remaining park and open space areas to the homeowner's association for the Project.

6.2.2 Anticipated minimum open space improvements in the utility corridor include a north-south regional asphalt trail along the length of the project.

6.2.3 Developer acknowledges that City will impose a Park Escrow Fee in accordance with Section 16.35.105(A)(10) of Eagle Mountain's Vested Laws, to be refunded to Developer upon completion of each park within the Project.

6.2.4 Developer acknowledges that the City imposes a Park Impact Fee for community or regional park or recreation facilities. Developer may, in Developer's discretion, propose community or regional park improvements that are in addition to the park improvements required by Sections 16.35.105 and 17.25.040 of Eagle Mountain's City's Vested Laws to meet the parks and open space requirements for the Project. Community or regional improvements may consist of such amenities as a splash pad, skateboard park, bike park, ice-skating rink, etc. that are intended to attract residents from both inside and outside of the Project. If City approves the proposal, Developer shall be entitled to park impact fee credits for the regional amenities that are above and beyond Developer's park and amenity requirements as detailed in Section 16.35.105 of Eagle Mountain's Vested Laws.

6.3 **Culinary Water, Sewer and Storm Water Facilities.** City has reviewed the Culinary Water Master Plan, Sewer Master Plan and Stormwater Master Plan (the "Utility Plans"), which depict the backbone culinary water, sewer and stormwater infrastructure that the City and Developer anticipate will be required to be constructed by Developer (collectively, "Backbone Utility Infrastructure"). A copy of the Culinary Water Master Plan, Sewer Master Plan and Stormwater Master Plan are attached as Exhibit H. Upon completion of the Backbone Utility Infrastructure that is shown on the Utility Plans as being larger than the project plan sizes, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of upsizing the Backbone Utility Infrastructure. Developer acknowledges that City may require reasonable variations in the Backbone Utility Infrastructure, and Developer shall cooperate with City to reasonably adjust the size and location of the Backbone Utility Infrastructure.

6.4 **Water.** Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate or purchase water rights to the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve any plat until such requirements are fully satisfied.

6.5 **Secondary Water System.** City is currently considering adoption of a secondary water system in the southern portion of City. Developer agrees to cooperate with the City to install a secondary system within the Project, in accordance with the City Code requirements. City and Developer will consider the effect of the secondary water system upon the water dedication requirements prior to such water dedication.

6.6 **Easements.** Developer shall grant to the City, at no cost to the City, all easements

necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.7 **Agreement to Cooperate.** Developer and the City agree to cooperate in good faith with respect to continued planning of the Project and implementation of such plan(s) consistent with the public interest.

6.8 **Reimbursement for Uncontemplated Upsizing.** City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur 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 the City.

7.2. **Parks and Open Space.** In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first 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). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. **DEFAULT.**

8.1. **Notice.** If Developer or Eagle Mountain 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.

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

8.2.1 **Specific Claim.** Specify the claimed event of Default;

8.2.2 **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

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

8.3 **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.

8.4 **Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain 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.

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

9. **DEVELOPER'S EXCLUSIVE REMEDY.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN 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.

10. **EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT.** Eagle Mountain 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 Developer until the Default has been cured. Eagle Mountain 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.

11. **ASSIGNABILITY.** Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

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

11.3 **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.

11.4 **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

12. **RECORDING OF AGREEMENT.** If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. **SEVERABILITY.** If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. **TIME OF PERFORMANCE.** Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

15. **CONSTRUCTION OF AGREEMENT.** This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. **STATE AND FEDERAL LAW.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. **NO WAIVER.** Failure of a 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 time said right or any other right it may have hereunder.

18. **ENTIRE AGREEMENT.** This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

19. **APPLICABLE LAW.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and

enforced in accordance with the laws of the State of Utah.

20. NOTICES. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

To the City:

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

21. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

22. HOLD HARMLESS. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

23. RELATIONSHIP OF PARTIES. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business days prior written

request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

25. TITLE AND AUTHORITY. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

DATED this ____ day of _____, 2021.

FLAGSHIP EM HOLDINGS

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2021, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **Flagship EM Holdings**, 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 _____, 2021.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

Approved as to form:

City Attorney

Exhibit List

- Exhibit A – Legal Description
- Exhibit B - Master Plan
- Exhibit C - Zoning Map
- Exhibit D - Notice of Decision
- Exhibit E - Phasing Plan
- Exhibit F - Transportation Master Plan
- Exhibit G - Parks and Open Space Map & Concepts
- Exhibit H - Utility Plans
- Exhibit I - Pony Express Parkway Exhibit



ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTIONS

Job No. 2021-0067

(November 4, 2021)

COMPOSITE SURVEYED DESCRIPTION

A portion of Sections 18 and 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Sections 13 and 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence N89°54'05"W along the Section Line 225.58 feet; thence S3°11'37"W 1462.55 feet; thence N89°09'35"W 5017.32 feet to the west line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence N0°27'08"E along the east line of Pony Express Parkway 4143.61 feet to the westerly extension of the south line of **EAGLE POINT SUBDIVISION PLATS "B", "C" & "D"**; thence S89°13'23"E along the westerly extension and the south line of the above referenced subdivisions 4994.27 feet to the east line of that real property described in Deed Entry No. 92249:2019; thence S3°15'22"W along said real property 6.22 feet to the north line of that real property described in Deed Entry No. 92396:2019; thence along said real property the following six (6) courses: S89°13'24"E 138.49 feet; thence S3°03'40"W 419.66 feet; thence S87°43'38"E 1163.84 feet to the west side of a county road; thence along said county road the following two (2) courses: S2°08'08"W 1130.21 feet; thence S3°07'51"W 1089.37 feet to the south line of Section 18; thence N89°56'00"W along the Section Line 879.69 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point North 840.51 feet and West 253.90 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence West 50.00 feet; thence South 50.00 feet; thence East 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0009)

Beginning at a point North 1316.37 feet and East 719.67 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, (Based on the Utah State Plane Coordinate System); thence North 25.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet; thence North 25.00 feet to the point of beginning. (Parcel No. 59:018:0011)

Beginning at a point located North 89°54'05" West 303.90 feet along the section line and North 754.02 feet from the South quarter corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence North 50.00 feet; thence East 50.00 feet; thence South 50.00 feet; thence West 50.00 feet to the point of beginning. (Parcel No. 59:018:0045)

Contains: ±542.50 Acres

LESS AND EXCEPTING DESCRIPTION

A portion of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and Section 24, Township 6 South, Range 1 West, Salt Lake Base & Meridian, being described by survey as follows:

Beginning at a point located N89°54'05"W along the Section Line 307.06 feet and South 1460.42 feet the North Quarter Corner of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence S3°11'37"W 1851.46 feet; thence N88°54'45"W 4906.36 feet to the east line of Pony Express Parkway as described on **PONY EXPRESS PARKWAY EXTENSION 2** road dedication plat; thence along said dedication plat the following two (2) courses: northwesterly along the arc of a 1120.00 foot radius non-tangent curve to the right (radius bears: N85°10'48"E) 1.17 feet through a central angle of 0°03'35" (chord N4°47'25"W 1.17 feet); thence N89°31'46"W 13.07 feet to the west

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

line of that real property described in Deed Entry No. 45368:2000 (said west line also being the east line of Pony Express Parkway); thence along east line of Pony Express Parkway the following three (3) courses: northwesterly along the arc of a 1137.00 foot radius non-tangent curve to the right (radius bears: N85°21'53"E) 91.98 feet through a central angle of 4°38'06" (chord: N2°19'04"W 91.95 feet); thence West 4.98 feet; thence N0°27'08"E 1735.95 feet; thence N89°09'35"W 5017.32 to the point of beginning.

Contains: ±209.98 Acres

Master Plan



Zoning Map

Foothill Residential

FR

Neighborhood Residential 1

R1

R2

R3

Neighborhood Residential 2

RC

MF1 Townhomes

Other

Commercial Neighborhood

Business Park - Light Industrial
Not requesting change

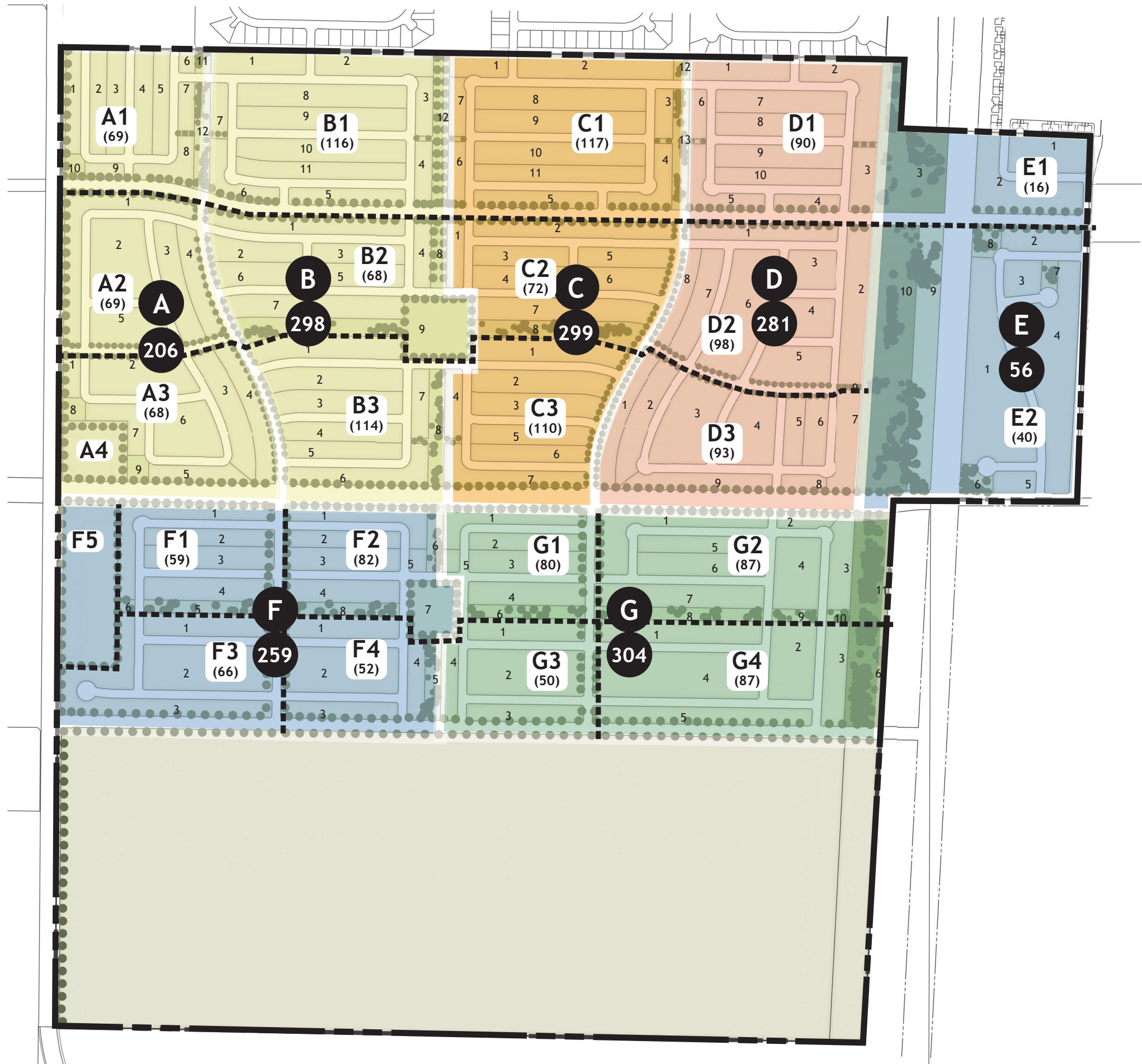
Open Space - Improved

Open Space - Natural

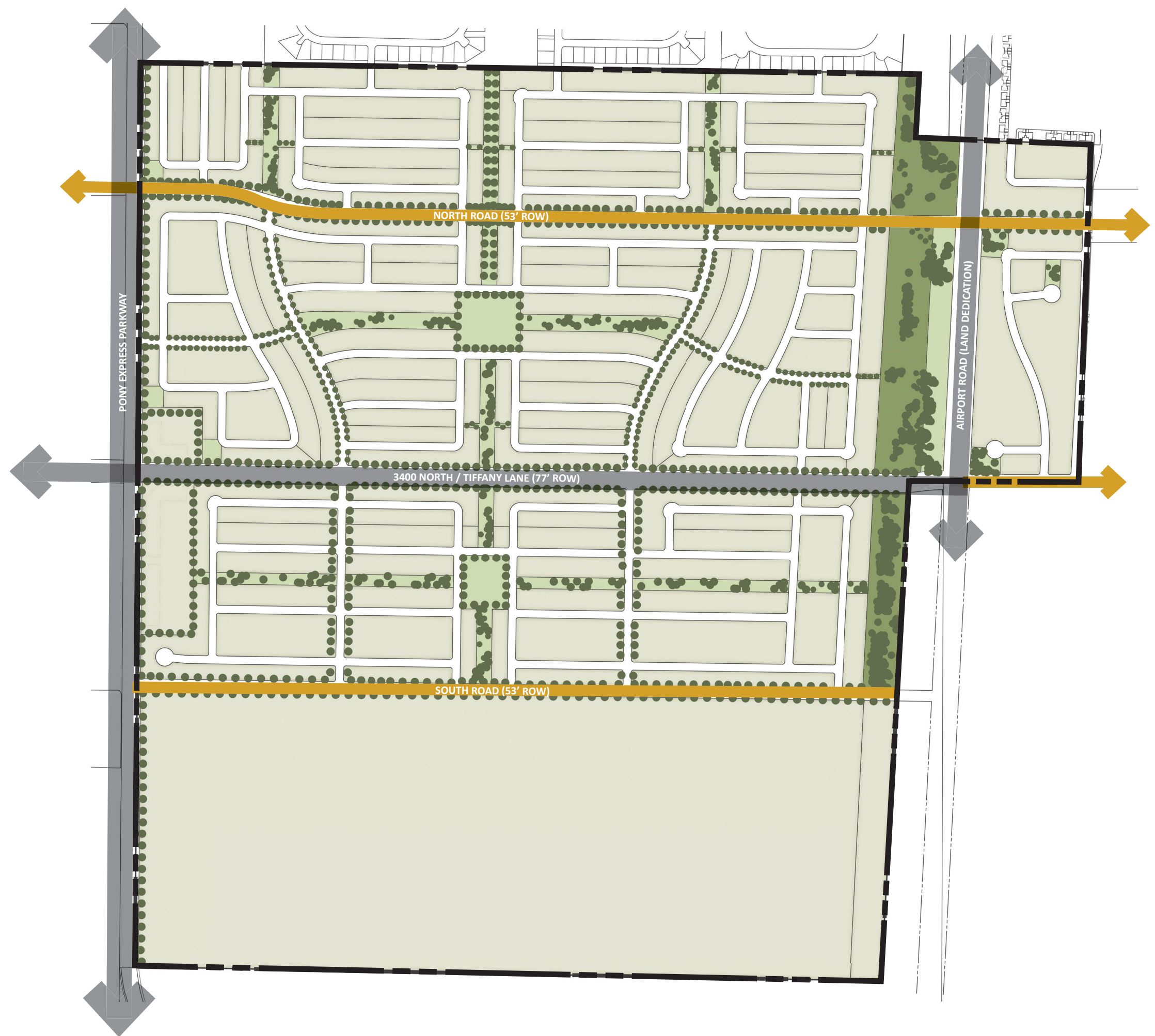


PHASING MAP

- 2022 - Phases A & B
- 2023 - Phases C
- 2024 - Phases D
- 2025 - Phases E, F
- 2026 - Phases G



Transportation Plan



Park & Open Space Map

Parks

- n** Neighborhood Park (2-10 Ac.)
- Public
- l** Local Parks (<2 Ac.)
- Private

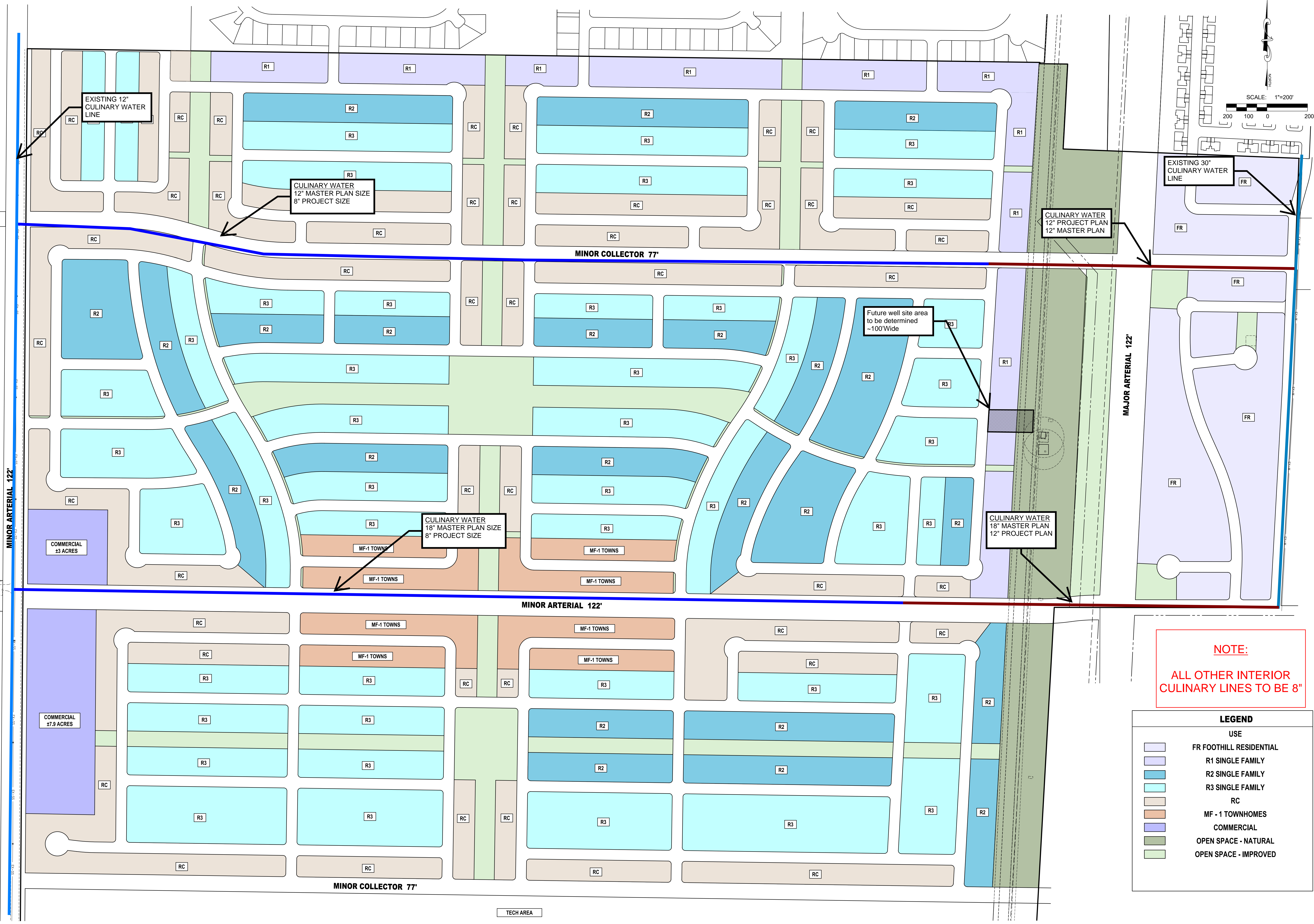
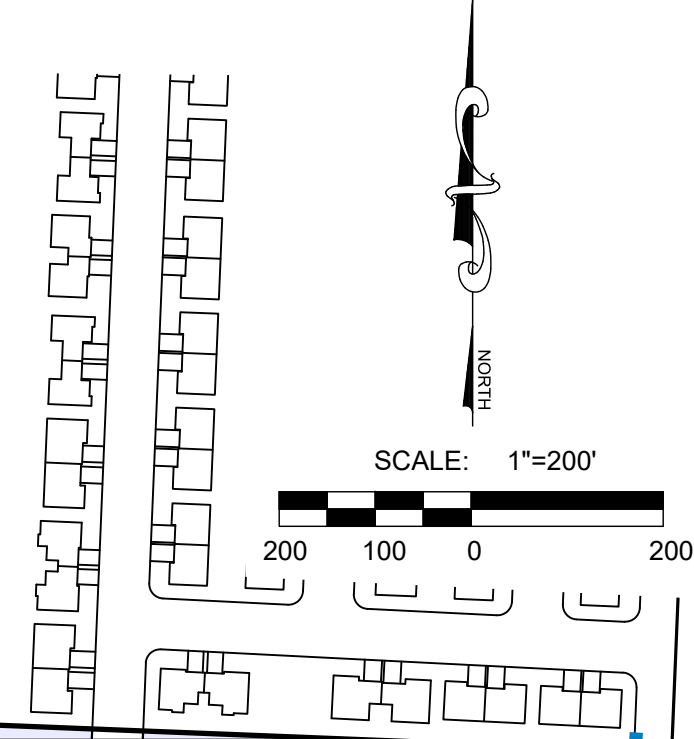
Trails

- Regional (4.6 Miles)**
- 10' Asphalt
- Public
- Local (3.8 Miles)**
- 10' Asphalt
- Public

Special Open Space Areas

- pc** Power Corridor
- Public
- mf** Multi-Family Common Open Space
- Private





NOTE:
ALL OTHER INTERIOR
CULINARY LINES TO BE 8"

LEGEND	
USE	
	FR FOOTHILL RESIDENTIAL
	R1 SINGLE FAMILY
	R2 SINGLE FAMILY
	R3 SINGLE FAMILY
	RC
	MF - 1 TOWNHOMES
	COMMERCIAL
	OPEN SPACE - NATURAL
	OPEN SPACE - IMPROVED

AULT FARMS
EAGLE MOUNTAIN, UTAH
EXHIBIT G, CULINARY WATER MASTER PLAN

REVISIONS	
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DRAWN BY:
RWH
DESIGNED BY:
GDM
SCALE:
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9/24/2021

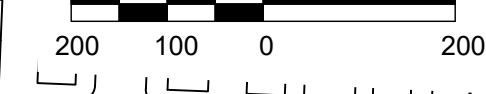
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ENGINEERS
SURVEYORS
PLANNERS

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

SCALE: 1"=200'



UNKNOWN NAME
 77' MASTER PLAN
 53' PROJECT PLAN

AIRPORT ROAD
 122' MASTER PLAN
 94' PROJECT PLAN

TIFFANY LANE
 122' MASTER PLAN
 77' PROJECT PLAN

TIFFANY LANE
 94' MASTER PLAN
 53' PROJECT PLAN

UNKNOWN NAME
 77' MASTER PLAN
 53' PROJECT PLAN

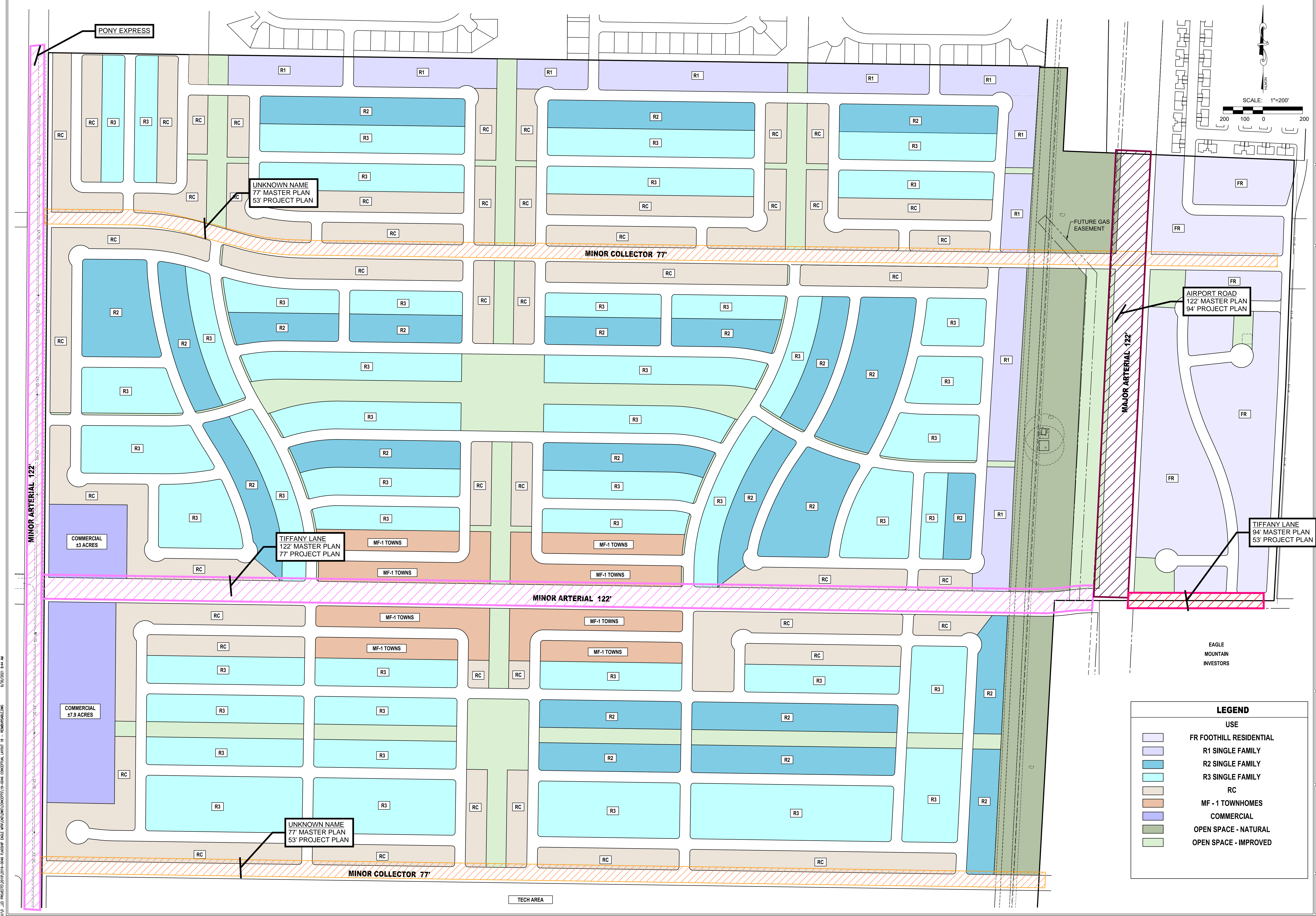
LEGEND	
USE	
	FR FOOTHILL RESIDENTIAL
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	R2 SINGLE FAMILY
	R3 SINGLE FAMILY
	RC
	MF - 1 TOWNHOMES
	COMMERCIAL
	OPEN SPACE - NATURAL
	OPEN SPACE - IMPROVED

AULT FARMS
 EAGLE MOUNTAIN, UTAH
EXHIBIT E, TRANSPORTATION MASTER PLAN

REVISIONS	
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LEI PROJECT #:
2019-0046
 DRAWN BY:
RWH
 DESIGNED BY:
GDM
 SCALE:
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9/24/2021
 SHEET

EXHIBIT E

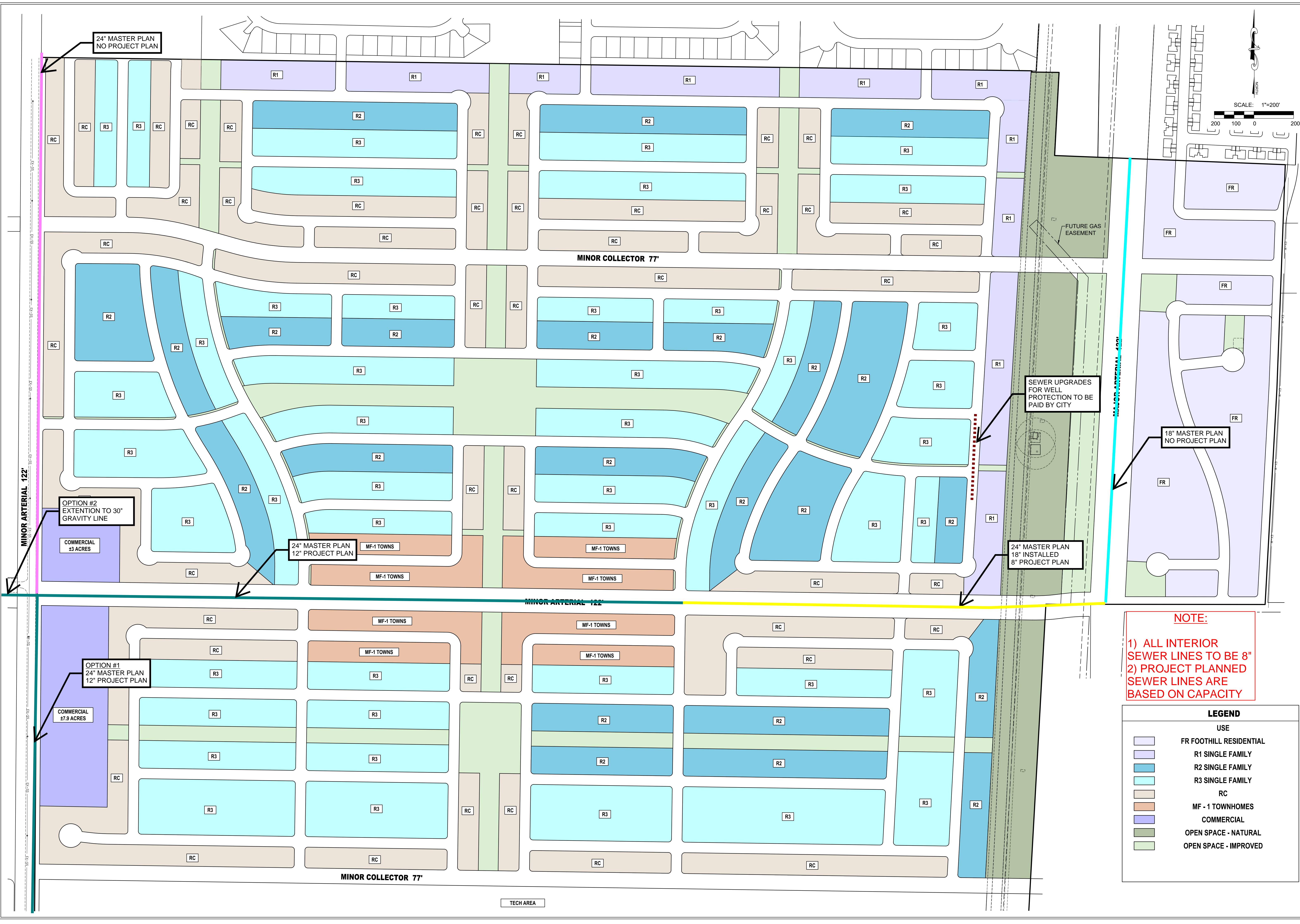
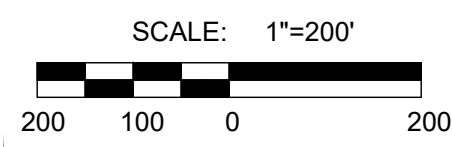


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 LEI PROJECTS\2019-0046-AULT FARMS EXHIBIT E TRANSPORTATION MASTER PLAN - 100% CONCEPTUAL LAYOUT IS - 100% CONCEPTUAL



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 www.lei-eng.com



NOTE:
 1) ALL INTERIOR SEWER LINES TO BE 8"
 2) PROJECT PLANNED SEWER LINES ARE BASED ON CAPACITY

LEGEND	
USE	
	FR FOOTHILL RESIDENTIAL
	R1 SINGLE FAMILY
	R2 SINGLE FAMILY
	R3 SINGLE FAMILY
	RC
	MF - 1 TOWNHOMES
	COMMERCIAL
	OPEN SPACE - NATURAL
	OPEN SPACE - IMPROVED

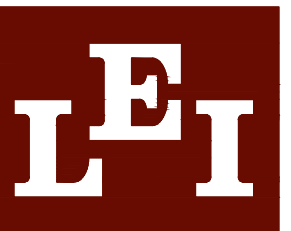
AULT FARMS
 EAGLE MOUNTAIN, UTAH
EXHIBIT H, SEWER MASTER PLAN

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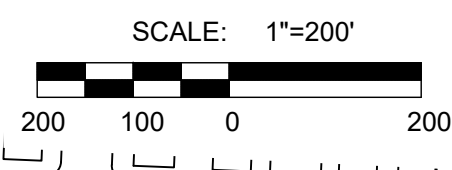
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 Fax: 801.798.9393
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 www.lei-eng.com



SCALE: 1"=200'

60' MASTER PLAN
 NO PROJECT PLAN

FUTURE GAS
 EASEMENT

MAJOR ARTERIAL 122'

MINOR COLLECTOR 77'

MINOR ARTERIAL 122'

MINOR COLLECTOR 77'

TECH AREA

COMMERCIAL
 23 ACRES

COMMERCIAL
 27.9 ACRES

NOTE:
 ALL PROJECT STORM
 DRAINAGE TO BE
 CONTAINED ON SITE

LEGEND

- USE**
- FR FOOTHILL RESIDENTIAL
 - R1 SINGLE FAMILY
 - R2 SINGLE FAMILY
 - R3 SINGLE FAMILY
 - RC
 - MF - 1 TOWNHOMES
 - COMMERCIAL
 - OPEN SPACE - NATURAL
 - OPEN SPACE - IMPROVED

AULT FARMS
 EAGLE MOUNTAIN, UTAH
EXHIBIT I, STORM DRAIN MASTER PLAN

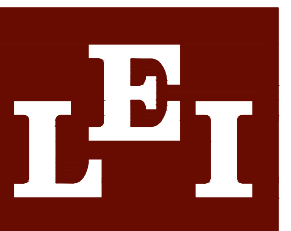
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2019-0046
 DRAWN BY:
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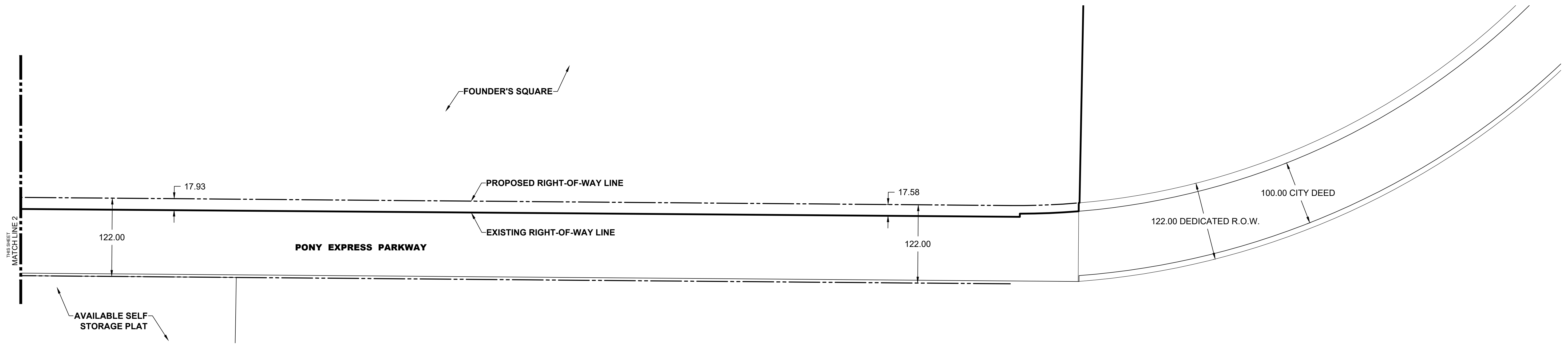
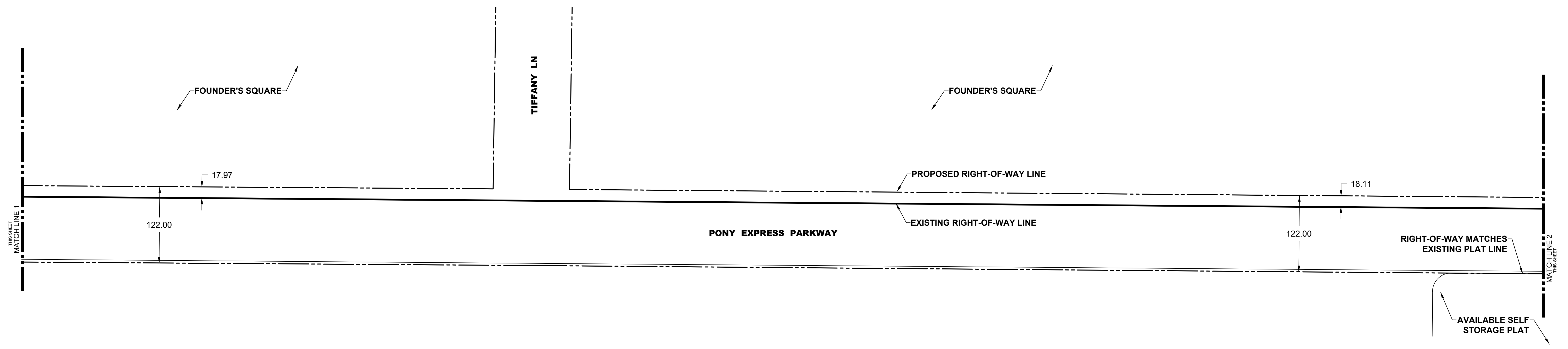
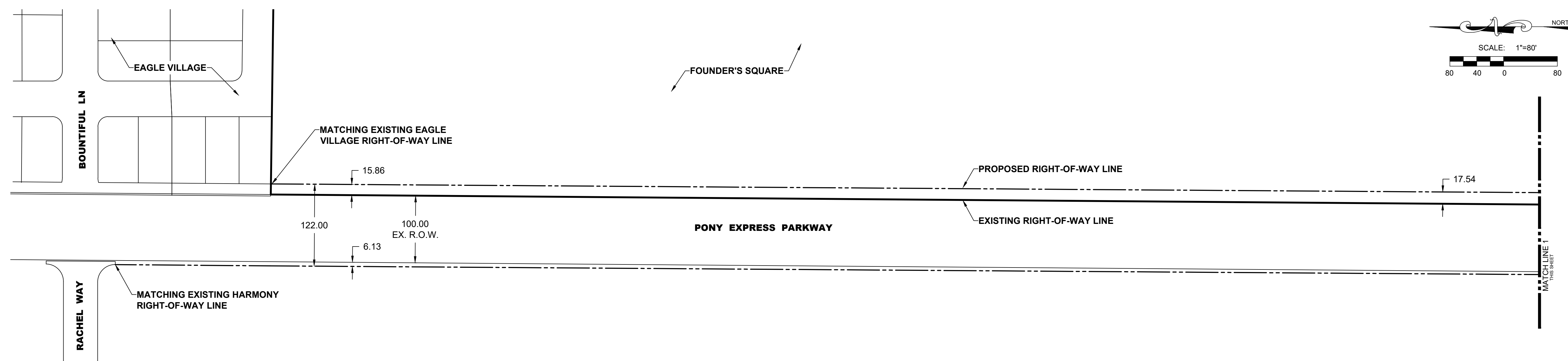
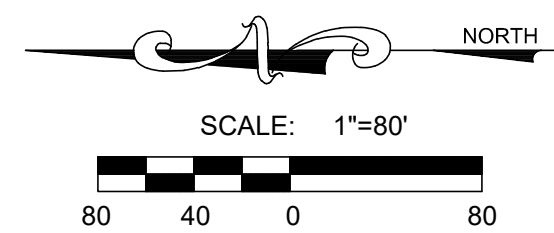
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FOUNDER'S SQUARE
 EAGLE MOUNTAIN, UTAH
 PREPARED FOR:
 PROPERTY OF:

REVISIONS	
1 -	
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6 -	

LEI PROJECT #:
2019-0046
 DRAWN BY:
RWH
 DESIGNED BY:
GDM
 SCALE:
1"=80'
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**EAGLE MOUNTAIN CITY
PLANNING COMMISSION MEETING
JULY 26, 2022**

TITLE:	PUBLIC HEARING -- EAGLE HEIGHTS VILLAGE MASTER PLAN, DEVELOPMENT AGREEMENT AND ASSOCIATED PRELIMINARY PLAT AMENDMENTS		
ITEM TYPE:	Amended Master Development Plan		
FISCAL IMPACT:			
APPLICANT:	Fieldstone Homes with Jason Harris and Robert Lusk representing		
GENERAL PLAN DESIGNATION Foothill Residential	CURRENT ZONE Residential	ACREAGE Eagle Heights total project size: 51.38; area affected by application: 25.96 acres	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

Approved (with any conditions as may be recommended by the Commission)...

BACKGROUND:

The Eagle Heights Village project entitled platting for, and construction of, duplexes on some 51 acres of ground. The [current] owner(s) of the site are approached the City to seek approval to modify a portion of the approved project's plan. The intent is to convert the southern end of the development into lots suitable for the build-out of two-unit townhomes and detached single-family homes. The developer's representative has provided bullet-point summary statements outlining their aspirations as follows:

- "Reduce number of housing units by 10
- Add lot lines to twin home lots. This will allow units to be sold individually.
- Add single family lots. This will create a better transition to the east south and west.
- Add open space to back yards of single-family lots.
- Add half basketball court to increases overall amenities.
- Upgraded architecture on clubhouse.
- Give homebuyers the option to add ADUs or remove

basements for single family homes."

The phases being amended in Eagle Heights consists of 74 duplex lots (148 total dwelling units). As part of the current application, lot lines have been drawn down the middle of 20 [former] duplex lots -- those will become twin home (i.e., two-unit townhouse lots). The remaining 54 lots (108 units [2/lot]) are slated to become 98 single-family detached house lots.

ITEMS FOR CONSIDERATION:

16.10.090 Master development amendments.

1. Amendments. After a master development is approved and prior to completion of the full buildout 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.
6. Amendment Review and Approval Process.
7. 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.
8. Review. A review of the amendment request will follow EMMC [16.10.060](#).
9. Action. The city council shall take the final action on the amendment request. [Ord. [O-32-2020](#)§ 2 (Exh. A)].

16.10.060 Review and approval process.

...

The city shall review [Master Development Plans and amendments

thereto]...in accordance with the following procedure:

1. 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.
2. 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.
3. City Council Review. Upon completion of the planning commission review process, the city council shall conduct a public hearing on the application.
4. If the city council approves the MDP, the process will move forward to an MDA.
5. 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.
6. 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. [Ord. O-32-2020§ 2 (Exh. A); Ord. O-25-2016 § 2 (Exh. A); Ord. O-16-2010 § 2 (Exh. A); Ord. O-23-2005 § 3 (Exh. 1(2) § 2.6)].

Whether to amend or not a land use development plan and/or development agreement is a subjective decision left to local decision makers. As the development plan for a project, when submitted and reviewed in conjunction with a master development plan, is allowed to be considered as satisfying any need for a preliminary plat, the City does not always receive exactly the same kind of plans that would [otherwise] be provided in the case of the submittal of a standard preliminary plat. And, as the plat for Eagle Heights Village was already approved and the new plan is basically the same as the old, no in-depth review of the plat has been performed. Details respecting open space for the overall project, and new building elevations have been included as part of the new development agreement draft.

REQUIRED FINDINGS:

Master development plan, and preliminary plat approvals are based upon compliance with City Code requirements, the approval criteria for a master development plan can be found in EMMC 16.10.070. The approval criteria for a preliminary plat can be found in EMMC 16.20.040.

Plat approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Preliminary Plat Approval review request are iterated in EMMC §§ 16.20. Any entitlement related land use conditions (e.g., that stemming from a Master Development Agreement in force and of effect against the Property) should also be considered when reviewing a plat application. Plats are to be approved if all required elements and proper design are provided in their drawings.

PLANNING COMMISSION ACTION/RECOMMENDATION:

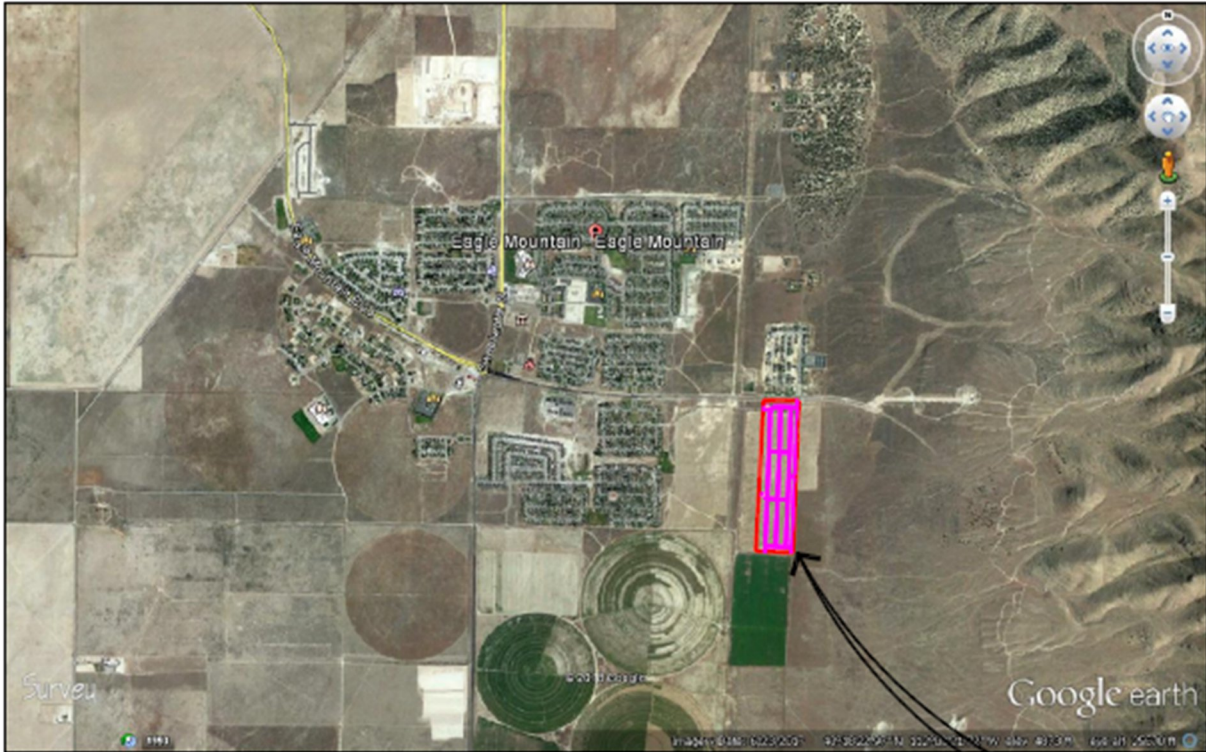
ATTACHMENTS:

[Vicinity Map and Former Site Plan.docx](#)

[1. Presentation Summary_Eagle Heights_06.24.2022.docx](#)

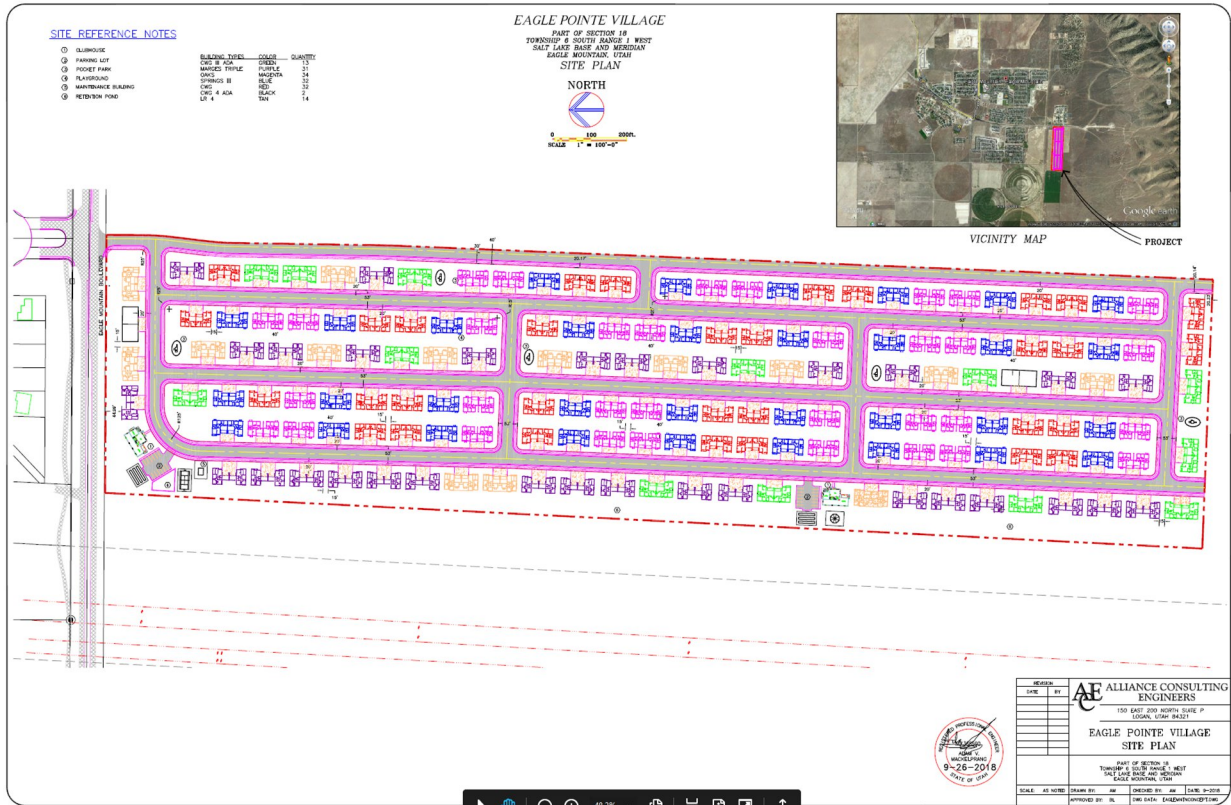
[EDITS - Amended and Restated Eagle Heights Village MDA_07.18.2022.pdf](#)

[Amended and Restated Eagle Heights Village MDA_07.18.2022.pdf](#)



VICINITY MAP

PROJECT



Summary of Amendment to The
MASTER DEVELOPMENT AGREEMENT FOR EAGLE HEIGHTS VILLAGE

Fieldstone Homes is eager to provide attainable owner-occupied homes within the Eagle Heights Village community. To accomplish this, Fieldstone is working directly with City Council members to amend the current Master Development Agreement (MDA). The following Summarizes the previously discussed changes to the MDA and Site Plan to provide attainable single family and twin owner-occupied homes in Eagle Mountain City.

- Reduce number of housing units by 10.
- Add lot lines to twin home lots. This will allow units to be sold individually.
- Add single family lots. This will create a better transition to the east south and west.
- Add open space to back yards of single-family lots.
- Add half basketball court to increases overall amenities.
- Upgraded architecture on clubhouse.
- Give homebuyers the option to add ADUs or remove Basements for single family homes.

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

~~June 18, 2019~~ August __, 2022

WHEN RECORDED, RETURN TO:

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

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the 18th day of August, 2022~~June, 2019~~, by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**”) and **Eagle Heights Village IV, LLC**, a Utah limited liability company and its Assigns (“**Developer**”).

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.
- B. Developer owns and is developing the Property as a residential subdivision.
- C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA~~the Site Plan~~.
- 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 the Eagle Mountain 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 (2019) *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, the Eagle Mountain and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “~~GD~~” 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 Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

1.2.2. **Applicant** means a person or entity submitting a Development Application.

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this MDA and the Site Plan.

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

1.2.5. **Eagle Mountain’s Future Laws** means the 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.

1.2.6. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of ~~the date of this MDA~~ June 18, 2019, a digital copy of which is attached as **Exhibit C**.

1.2.7. **Council** means the elected City Council of Eagle Mountain.

1.2.8. **Default** means a breach of this MDA as specified herein.

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

1.2.10. **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.

1.2.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.2.12. **Developer** means Eagle Heights Village IV, LLC, and its successors in interest or assignees as permitted by this MDA.

1.2.13. **Maximum Residential Units** means the development on the Property of Two Hundred and ~~Seventy Eighty Four (274)284~~ ~~attached Residential~~ Dwelling Units.

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

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

1.2.16. **Notice of Decision** means the Notice of Decision for the Eagle Heights Village Preliminary Plat, which includes certain terms and conditions for development of the Project.

1.2.17. **Park and Open Space Plan** means the improved park and open space plan and worksheet approved by the City Council, a copy of which is attached hereto as **Exhibit D**.

1.2.18. **Party/Parties** means, in the singular, Developer or ~~the~~ Eagle Mountain; in the plural Developer and ~~the~~ Eagle Mountain.

1.2.19. **Project** means the Eagle Heights Village project 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.

1.2.20. **Property** means the approximately 51.38 acres of real property owned by and to be developed by Developer more fully described in **Exhibit A**.

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

1.2.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as ~~a~~ attached residences, which may consist of attached and detached structures as illustrated on the Site Plan.

1.2.23. **Site Plan** means the Eagle Heights Village Site Plan and Preliminary Plat for the Project; including 176 attached and 98 single family detached units approved by the Eagle Mountain Council, a copy of which is attached hereto ~~as~~ **Exhibit B**.

2. Development of the Project.

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

2.2. **Development Requirements.** Eagle Mountain has approved the Site Plan for the Project which shall serve as the preliminary plat. Developer shall construct the Project in accordance with the Site Plan, the Notice of Decision, and any conditions and restrictions imposed by the City Council on the Project as ~~approved in this MDA, part of the approval process or conditions or restrictions the Developer agreed to as part of the approval process.~~ Such conditions include, but are not limited to, amenities in the clubhouse such as granite ~~or quartz~~ countertops, an asphalt walking trail around the retention area, widening of the entry way road to create better alignment with the entry on the opposite side of Eagle Mountain Boulevard ~~(which is complete), and an asphalt trail linking the Project to Eagle Point Park C.~~ The elevation and design of buildings must be consistent with the ~~previously approved building elevations and newly~~ proposed building elevations ~~as illustrated in Exhibit _____, and designs submitted by the Developer and approved by the City.~~

2.3. **Density Entitlements.** Developer has submitted and received approval for the Park and Open Space Plan to comply with Eagle Mountain's Bonus Density Requirements,

which includes the layout and design for the required clubhouse and pool. Developer shall construct the improvements as detailed on the Park and Open Space Plan unless otherwise approved by the City.

2.4. Trail. Intentionally Omitted.

2.5. Accessory Dwelling Unit Option. Accessory Dwelling Units (“ADU”) are encouraged in the Project as a way to encourage additional affordable housing options in the City. On any single family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence. Notwithstanding the forgoing, it is not a requirement for any Residence to include an ADU.

2.4.2.6. Excluded Basement Option. On any Residence with a basement in the Project, the Developer or a future homebuilder will provide to home buyers the option of excluding the basement. ~~Developer shall construct an asphalt trail from the western edge of the Project to Eagle Point Park C. Developer shall use commercially reasonable efforts to obtain an easement for the trail from the property owner directly to the west of the Project. The City acknowledges and agrees that the majority of the trail will run through a previously platted, but no yet constructed, subdivision. The City shall attempt to work with the neighboring property owner to pay for a portion of the trail or to require the neighboring property owner to reimburse the Developer for a portion of the trail as part of the development of the neighboring subdivision plat project, provided that the City makes no commitments to Developer that the City will be able to obtain such reimbursements.~~

3. **Vested Rights.**

3.1. **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, the Eagle Mountain's Vested Laws, and the Site 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 (2019).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the Eagle Mountain's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

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

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

3.2.3. **Codes.** Any Eagle Mountain's 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;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Eagle Mountain to all properties, applications, persons and entities similarly situated;

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

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2018) *et seq*; or

3.2.7. Planning and Zoning Modification. Changes by the Eagle Mountain to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Eagle Mountain, and do not materially and unreasonably increase the costs of Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain'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(1)(a)(i) (2018).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this

MDA shall be until June 18, 2029. If Developer has not been declared to be currently in Default as of June 18, 2029 (and if any such Default is not being cured) then this MDA shall be automatically extended until June 18, 2034. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of the Eagle Mountain's Future Laws. Notwithstanding the forgoing, Developer's vested rights, as provided for in Section 3.1 of this MDA. If the Eagle Mountain denies a Development Application the Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or the Eagle Mountain's Vested Laws (or, if applicable, the Eagle Mountain's Future Laws).

6. **Public Infrastructure.**

6.1. **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 the Eagle Mountain's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

6.2. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent

required by the Eagle Mountain'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 the Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on Eagle Mountain's Vested Laws.

7. Upsizing/Reimbursements to Developer.

7.1. Upsizing. Eagle Mountain shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made 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 shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

8. Default.

8.1. Notice. If Developer or Eagle Mountain 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.

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

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. 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

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

8.3. **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.

8.4. **Public Meeting**. Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain 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.

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

9. **Developer's Exclusive Remedy**. Developer's sole and exclusive remedy under this Agreement 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 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.

10. **Eagle Mountain's Remedies Upon Default**. Eagle Mountain 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 Developer until the Default has been cured. Eagle Mountain 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.

11. **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:

Eagle Heights Village IV, LLC
1466 North HWY 89, STE 220
Farmington, UT 84025

To Eagle Mountain:

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

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

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **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. However,

Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

14.1. **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 the Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

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

14.3. **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.

14.3.1. Eagle Mountain gives its approval to assign a portion of the rights, responsibilities and obligations of the MDA to Utah Residential Partners, LLC (an affiliate of Fieldstone Construction and Management Services, Inc., a Utah corporation) and/or its affiliates ("Fieldstone") who intends to purchase the balance of the Project, excluding Phases 1 and 2. Those rights, responsibilities and obligations to be assigned are limited to the obligation to (i) construction all Residential Dwelling Units in compliance with the MDA the Lots owned by Fieldstone; and (ii) the construction of the clubhouse and swimming pool located in Phase 3 Final Plat, as shown on Exhibit F attached hereto, which will be constructed prior to the completion of the Residences in Phase 3 Final Plat (collectively, the "Private Amenities"), as shown on the Site Plan, a copy of which is attached hereto as Exhibit B. Developer retains all other obligations contemplated by the Development Agreement including but not limited to the construction of all public infrastructure required for the development of the balance of the Project, including all parks and open space, but excluding the Private Amenities.

14.4. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

20. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District

Court for the State of Utah.

21. **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.

22. **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.

23. **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. The data disk of Eagle Mountain'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 Eagle Mountain Recorder and each party shall also have an identical copy.

24. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DATED this ____ day of _____, ~~2022~~2019.

EAGLE HEIGHTS VILLAGE, LLC

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

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

| On the _____ day of _____, ~~2022~~2019, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of Eagle Heights Village, 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~~2019.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

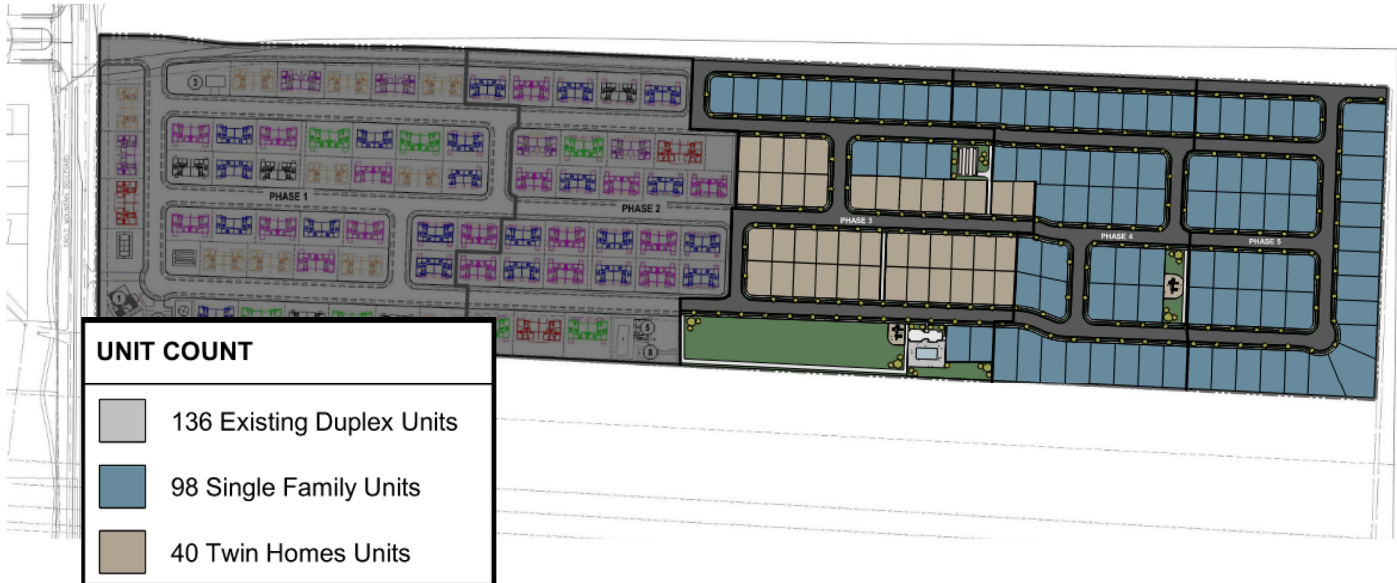
TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Site Plan
Exhibit "C"	Eagle Mountain's Vested Laws
Exhibit "D"	Park and Open Space Plan
<u>Exhibit "E"</u>	<u>Sample Home Elevations</u>
<u>Exhibit "F"</u>	<u>Pool & Clubhouse</u>
<u>Exhibit "G"</u>	<u>Notice of Decision</u>

Exhibit "A"
Legal Description of Property

Exhibit "B"
Site Plan

EXHIBIT B



Single Family Lots:

Minimum Lot Frontage: 58' measured at the front garage setback

Single Family Lot Setbacks:

Front Setback: 15' to the House, 22' to garage

Side Setback: 8'/10' on garage side

Corner side setback: 15'

Rear Setback: 15'

Twin Homes:

Twin Home Setbacks:

Front Setback: 20'

Side Setback: 10'

Corner side setback: 15'

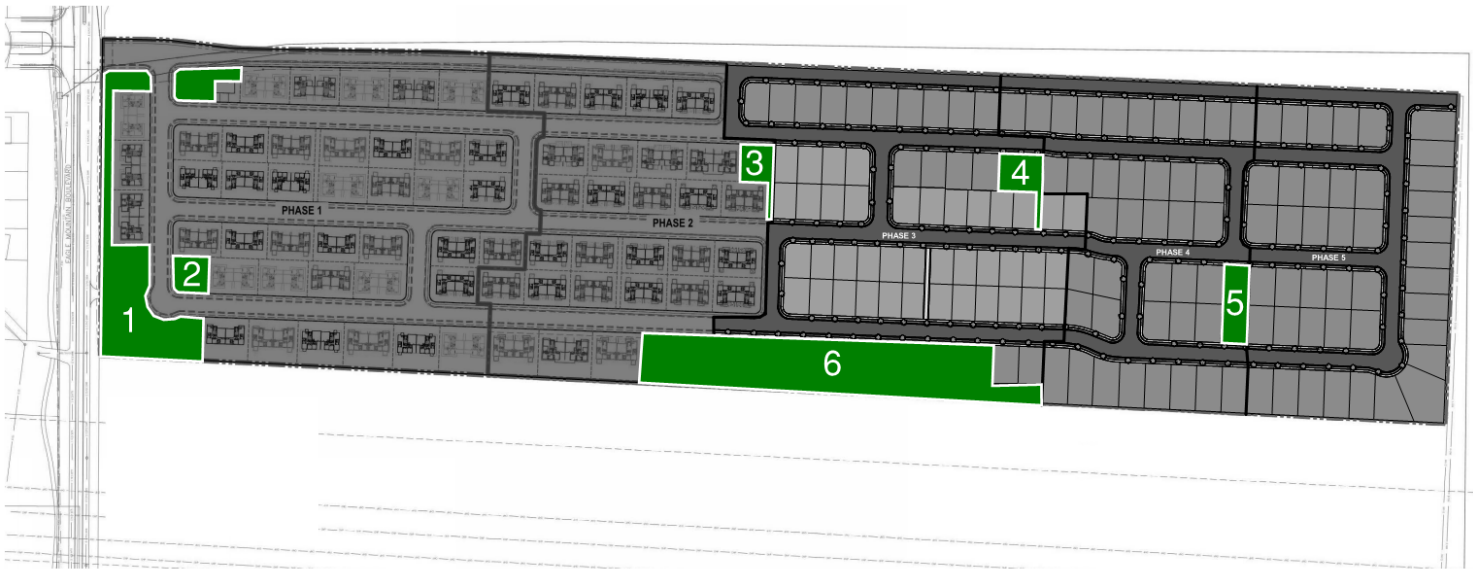
Rear Setback: 20'

Exhibit "D"
Park and Open Space Plan

EXHIBIT D AMENDED PARKS AND OPEN SPACE PLAN

PARK AMENITIES

<u>PARK #1</u>	<u>PARK #2</u>	<u>PARK #4</u>	<u>PARK #5</u>	<u>PARK #6</u>
COMMUNITY CENTER GAZEBO PLAYGROUND SPORT COURT PARKING BIKE RACKS - 8 BIKES SHADE TREES GRASS PLAY AREA SITE SECURITY CAMERAS	GARDEN BOXES BENCH <u>PARK #3</u> GARDEN BOXES BENCH	GARDEN BOXES BENCH	PLAYGROUND BENCH SHADE TREES LAWN PLAY AREA	SWIMMING POOL RESTROOMS CHANGING ROOMS GAZEBO PLAYGROUND BASKETBALL COURT ASPHALT TRAIL BIKE RACKS - 8 BIKES PARKING SHADE TREES LARGE GRASS PLAY AREAS SITE SECURITY CAMERAS





PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space		
Residential Lots / Units 274	x 1,000 =	Required Open Space (Square Feet) ^a 274,000 sq ft
		/ 43,560 =
		Required Open Space (Acres) ^b 6.29 Acres

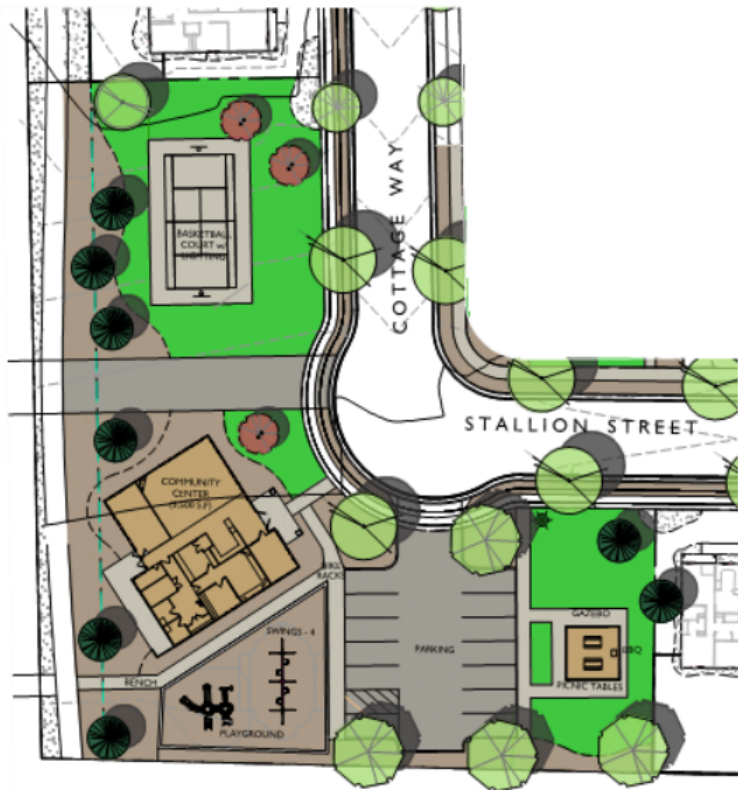
Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet) ^a 274,000 sq ft	x \$3.75 =
	Total Fee-In-Lieu \$ 1,027,500

Required Amenity Points	
Required Open Space (Acres) ^b 6.29 Acres	x 100 =
	Required Amenity Points 629 Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	4	8
Trees (5) (A majority must be shade trees)	2	12	5
Shade Structure	4		
Drinking Fountain	5	2	10
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1100	66
Parking* (5 stalls)	6	6	36
Swings (4+ swings)	7	1	7
Concrete Basketball Court (1/2)	20	1	20
Pavilion w/ tables, garbage receptacles, barbecues (per 100 square feet)	4	2,200	88
Playground Equipment* per \$1,000	2	150,000	300
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Garden Boxes	Varies		62
Other: Lighting at sports court	Varies		50
TOTAL			774

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

<u>Park</u>	<u>SF Area</u>	<u>Acres</u>
Park 1	70,369	1.62
Park 2	8,498	0.20
Park 3	11,125	0.26
Park 4	12,621	0.29
Park 5	110,219	2.53
Park 6	10,208	0.24
Total	223,040	5.12



PARK 1 AMENITIES

- COMMUNITY CENTER - 3,500 S.F.
Exercise Room, Full Kitchen, 2 Bathrooms,
Multi-Use Room
- GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-in BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface
- PLAYGROUND
Playground - Playworld #350-1716 or equal
Swings - 4
Engineered wood fiber chips
- SPORT COURT
Full-Size Basketball Court, Conc. Surface
- BIKE RACKS - 8 Bikes
- PARKING - 15 Stalls
- SHADE TREES
- GRASS PLAY AREA
- EXTERIOR SECURITY CAMERAS



LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E FERRIS HOLLOW RD
SALT LAKE CITY, UTAH 84103
PH: 801.554.6146
SCOTT@STBDENIGNLLC.COM

EAGLE HEIGHTS VILLAGE

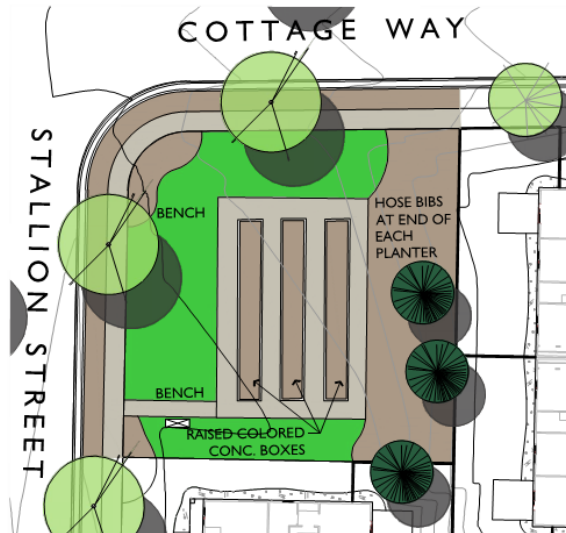
EAGLE MOUNTAIN BLVD,
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1"=30'-0"
DATE: 02.02.2022



PARK 1

L101



PARK 2 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA



LANDSCAPE ARCHITECTURE
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PH: 801.554.6146
SCOTT@STBDENIGNLLC.COM

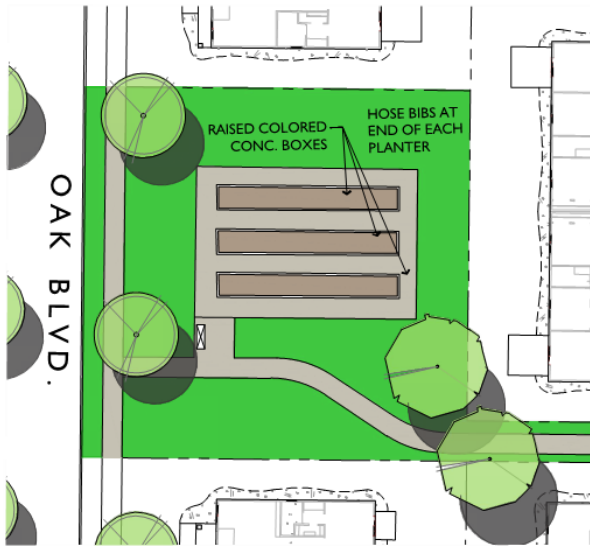
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD,
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1"=20'-0"
DATE: 02.02.2022

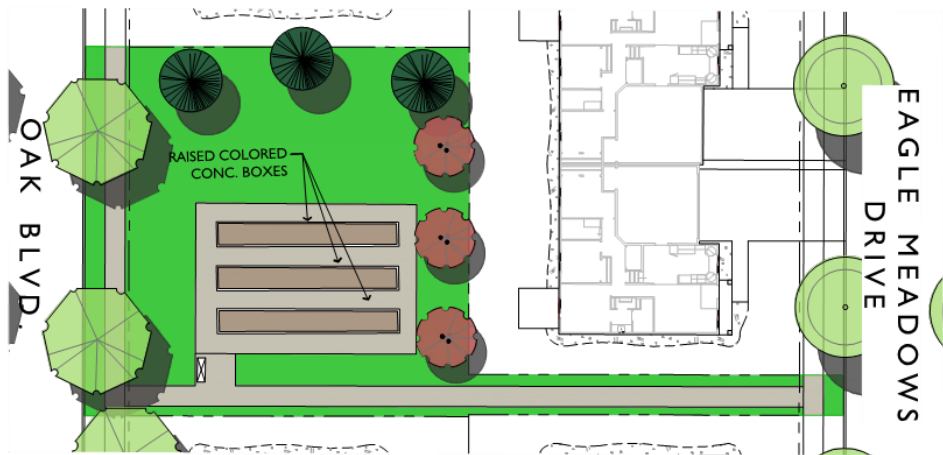
PARK 2

L102



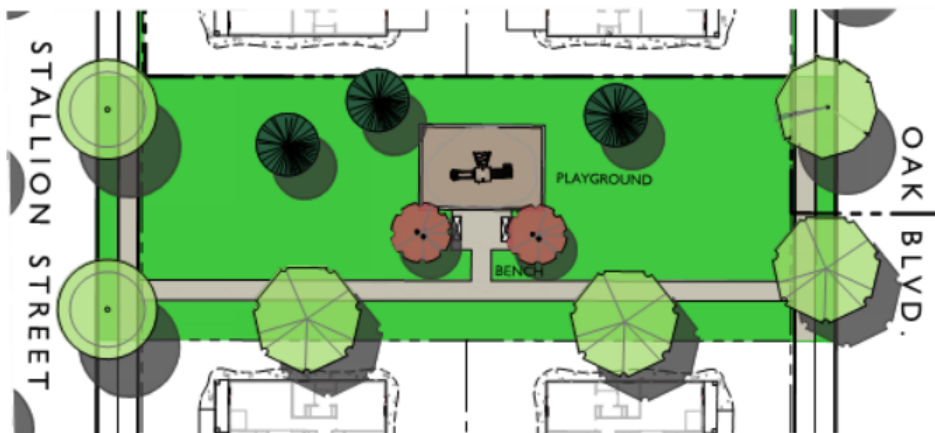
PARK 3 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA



PARK 4 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA



STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E PERRY'S HOLLOW RD
SALT LAKE CITY, UTAH 84103
PHONE: 801.554.6146
SCOTT@STBDIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 5 AMENITIES

- PLAYGROUND**
Play Equipment, Playworld, Mighty Fun Mountain,
#PSD-1 101 or equal
Engineered wood fiber chips
- BENCH**
- SITTING AREA**
- SHADE TREES**
- GRASS PLAY AREA**

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 5

L105



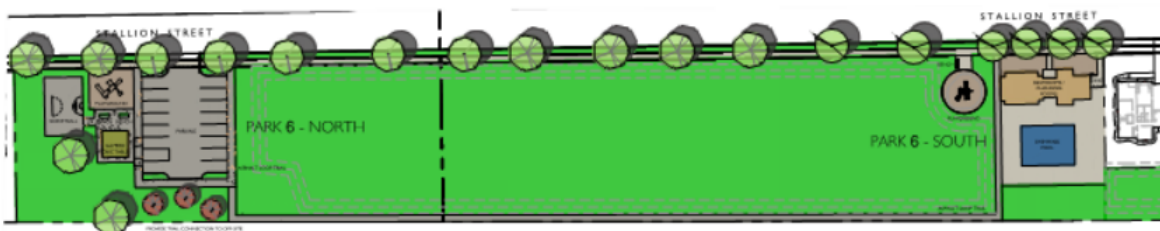
PARK 6 - NORTH AMENITIES

- PARKING AREA**
- PLAYGROUND**
Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips
- BASKETBALL COURT (HALF)**
- GAZEBO - 1, 100 S.F. Area**
2 Picnic Tables, Built-in BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface
- SITTING AREA**
- SHADE TREES**
- GRASS AND PLAY AREA**

STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
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PHONE: 801.554.6146
SCOTT@STBDIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 6 - SOUTH AMENITIES

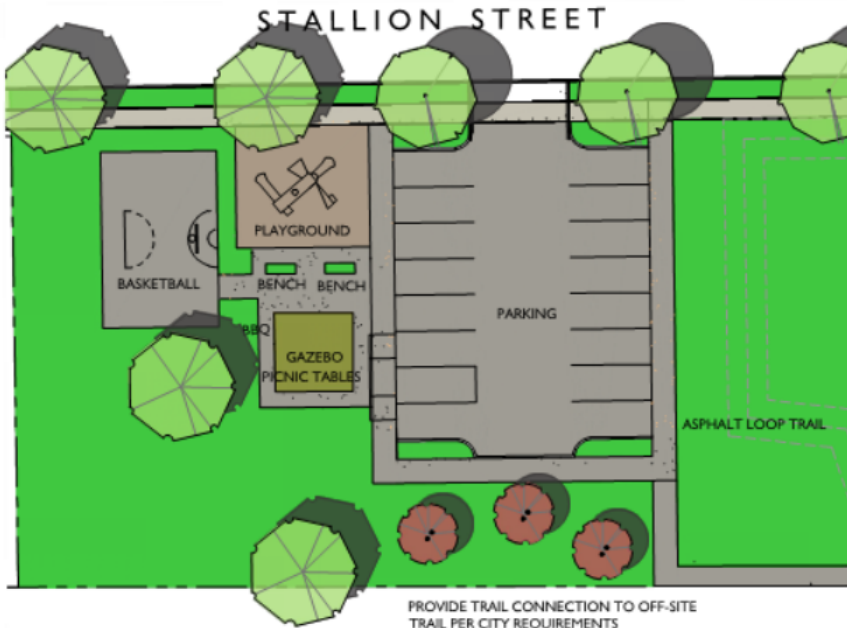
- SWIMMING POOL**
- RESTROOM / CHANGING ROOMS**
- PLAYGROUND**
Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips
- BIKE RACKS - 8 Bikes**
- SITTING AREA**
- SHADE TREES**
- GRASS AND PLAY AREA**
- ASPHALT TRAIL**



NORTH
SCALE: 1" = 60'-0"
DATE: 02.02.2022

PARK 6

L106



PROVIDE TRAIL CONNECTION TO OFF-SITE TRAIL PER CITY REQUIREMENTS

PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips

BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-In BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface

SITTING AREA
SHADE TREES
GRASS AND PLAY AREA



LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E FERRIS HOLLOW RD
SALT LAKE CITY, UTAH 84103
PH: 313.787.8000
SCOTT@STBDDESIGN.COM

EAGLE HEIGHTS VILLAGE

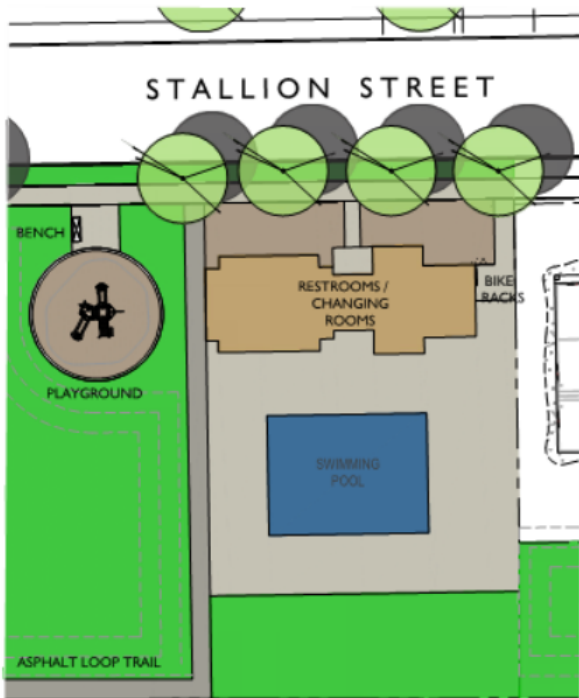
EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 NORTH

L107



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips

BIKE RACKS - 8 Bikes

SITTING AREA

SHADE TREES

GRASS AND PLAY AREA

ASPHALT TRAIL



LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E FERRIS HOLLOW RD
SALT LAKE CITY, UTAH 84103
PH: 313.787.8000
SCOTT@STBDDESIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 SOUTH

L108

EXHIBIT E
SAMPLE HOME ELEVATIONS





EXHIBIT F
SAMPLE POOL & CLUBHOUSE DESIGN



① LEFT - FRONT

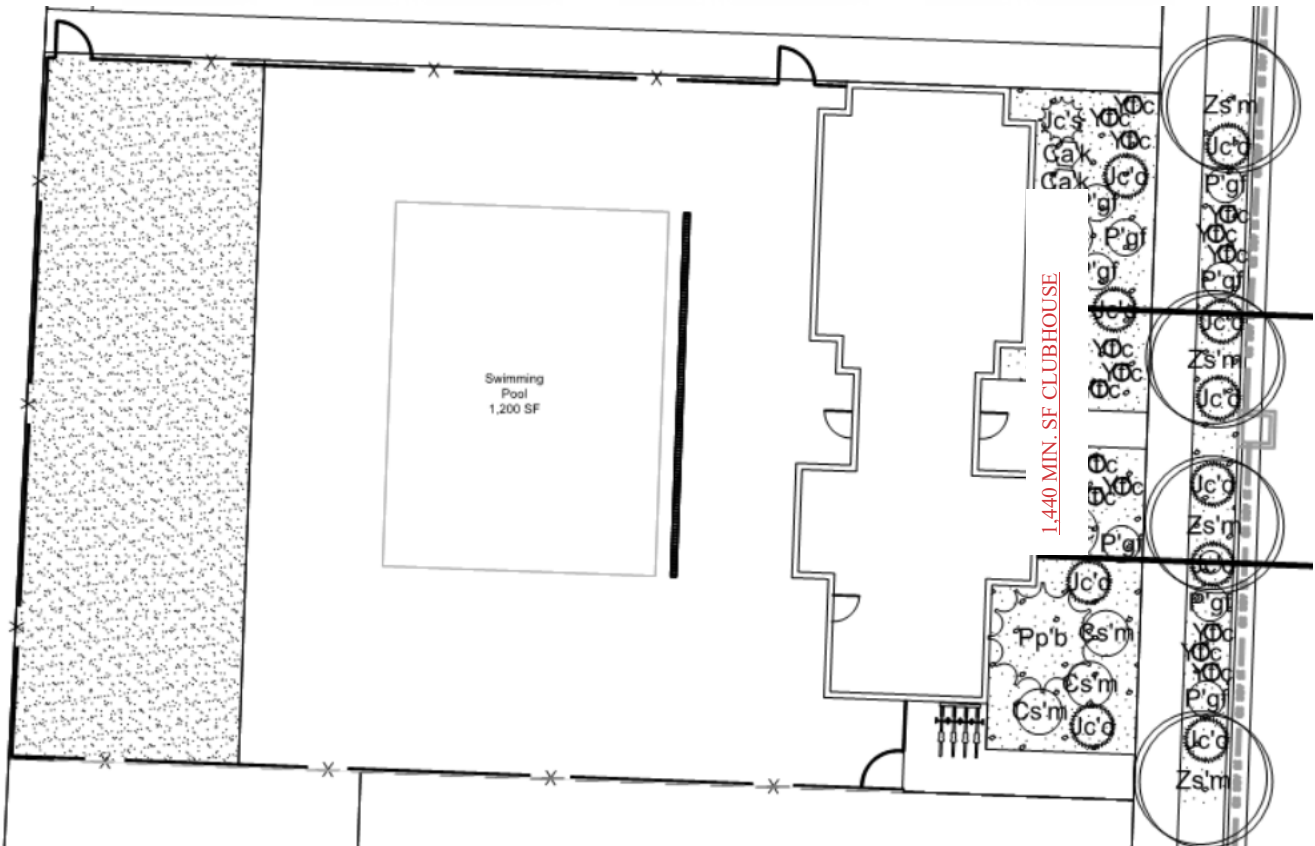
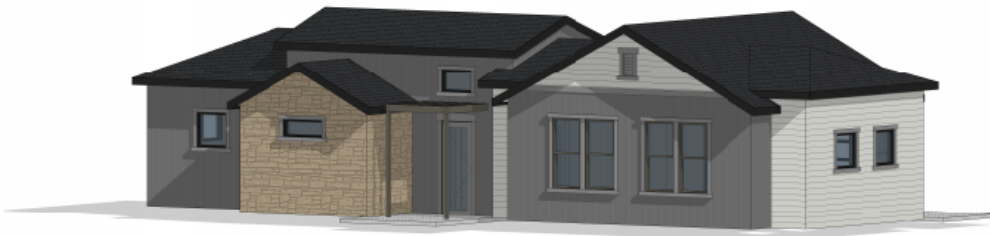


EXHIBIT G1



Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

The Eagle Mountain City Council approved the Eagle Heights Village Site Plan and Preliminary Plat on May 21st 2019 subject to the following conditions of approval:

Project Name: Eagle Heights Village Preliminary Plat

Applicant: Kirt Peterson, Horizon Development

This approval is based on compliance with the following conditions, which are binding on the property owner, and any subsequent purchaser of the property:

DEVELOPER CONDITIONS

- ~~1. Rock/Stone make up at least 30% of buildings and be used on all sides of the buildings~~
2. 5.5 feet of right-of-way along Eagle Mountain Boulevard Shall be dedicated to the City at the time of Plat Recording
3. Collector road fencing shall be required adjacent to Eagle Mountain Boulevard, Lake Mountain Road, and Future Airport Road
4. Applicant shall comply with any traffic mitigation required by the City Engineer
5. Eight foot (8') trail stub shall be provided from park to west to align with future trail connection
6. An asphalt trail shall be provided around park 6
7. Applicant shall provide park plans that show that amenities shown in previous park plans are still being provided in the same locations
8. The Applicant shall work with the City Engineer to improve the entrance from Eagle Mountain Boulevard to provide better alignment of the intersection
9. An asphalt trail shall be provided from Eagle Heights Village to the west. Applicant shall work with staff to determine the width of the trail and possible reimbursement once that property is developed
10. Approval is contingent upon approval of the Master Development Agreement (MDA)

NEXT STEPS

Developer may now proceed with the following steps:

1. Receive approval for Master Development Agreement (MDA)
2. Verify that all applicable conditions of approval have been completed.
3. Submit a complete final plat application to the Planning Department for the first phase of development for review by the City Development Review Committee (DRC).

By: _____

Steve Mumford

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

August __, 2022

WHEN RECORDED, RETURN TO:

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

**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE HEIGHTS VILLAGE**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (“**MDA**”) is made and entered as of the __ day of August, 2022, by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**”) and **Eagle Heights Village IV, LLC**, a Utah limited liability company and its Assigns (“**Developer**”).

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.
- B. Developer owns and is developing the Property as a residential subdivision.
- C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA.
- 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 the Eagle Mountain 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 (2019) *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, the Eagle Mountain and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “G” 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 Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

1.2.2. **Applicant** means a person or entity submitting a Development Application.

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this MDA and the Site Plan.

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

1.2.5. **Eagle Mountain’s Future Laws** means the 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.

1.2.6. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of June 18, 2019, a digital copy of which is attached as **Exhibit C**.

1.2.7. **Council** means the elected City Council of Eagle Mountain.

1.2.8. **Default** means a breach of this MDA as specified herein.

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

1.2.10. **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.

1.2.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.2.12. **Developer** means Eagle Heights Village IV, LLC, and its successors in interest or assignees as permitted by this MDA.

1.2.13. **Maximum Residential Units** means the development on the Property of Two Hundred and Seventy Four (274) Dwelling Units.

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

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

1.2.16. **Notice of Decision** means the Notice of Decision for the Eagle Heights Village Preliminary Plat, which includes certain terms and conditions for development of the Project.

1.2.17. **Park and Open Space Plan** means the improved park and open space plan and worksheet approved by the City Council, a copy of which is attached hereto as **Exhibit D**.

1.2.18. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.

1.2.19. **Project** means the Eagle Heights Village project 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.

1.2.20. **Property** means the approximately 51.38 acres of real property owned by and to be developed by Developer more fully described in **Exhibit A**.

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

1.2.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a residences, which may consist of attached and detached structures.

1.2.23. **Site Plan** means the Eagle Heights Village Site Plan and Preliminary Plat for the Project; including 176 attached and 98 single family detached units approved by the Eagle Mountain Council, a copy of which is attached hereto as **Exhibit B**.

2. Development of the Project.

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

2.2. Development Requirements. Eagle Mountain has approved the Site Plan for the Project which shall serve as the preliminary plat. Developer shall construct the Project in accordance with the Site Plan, the Notice of Decision, and any conditions and restrictions imposed by the City Council on the Project as approved in this MDA. Such conditions include, but are not limited to, amenities in the clubhouse such as granite or quartz countertops, an asphalt walking trail around the retention area, widening of the entry way road to create better alignment with the entry on the opposite side of Eagle Mountain Boulevard (which is complete). The elevation and design of buildings must be consistent with the previously approved building elevations and newly proposed building elevations as illustrated in Exhibit ____.

2.3. Density Entitlements. Developer has submitted and received approval for the Park and Open Space Plan to comply with Eagle Mountain's Bonus Density Requirements, which includes the layout and design for the required clubhouse and pool. Developer shall construct the improvements as detailed on the Park and Open Space Plan unless otherwise approved by the City.

2.4. **Trail.** Intentionally Omitted.

2.5. **Accessory Dwelling Unit Option.** Accessory Dwelling Units (“ADU”) are encouraged in the Project as a way to encourage additional affordable housing options in the City. On any single family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence. Notwithstanding the forgoing, it is not a requirement for any Residence to include an ADU.

2.6. **Excluded Basement Option.** On any Residence with a basement in the Project, the Developer or a future homebuilder will provide to home buyers the option of excluding the basement.

3. **Vested Rights.**

3.1. **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, the Eagle Mountain’s Vested Laws, and the Site 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 (2019).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the Eagle Mountain’s Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. **Master Developer Agreement.** Eagle Mountain’s Future Laws or other regulations to which the Developer agrees in writing;

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

3.2.3. Codes. Any Eagle Mountain's 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;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Eagle Mountain to all properties, applications, persons and entities similarly situated;

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

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2018) *et seq*; or

3.2.7. Planning and Zoning Modification. Changes by the Eagle Mountain to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Eagle Mountain, and do not materially and unreasonably increase the costs of Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain'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(1)(a)(i) (2018).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this MDA shall be until June 18, 2029. If Developer has not been declared to be currently in Default as of June 18, 2029 (and if any such Default is not being cured) then this MDA shall be automatically extended until June 18, 2034. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of the Eagle Mountain's Future Laws. Notwithstanding the forgoing, Developer's vested rights, as provided for in Section 3.1 of this MDA. If the Eagle Mountain denies a Development Application the Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or the Eagle Mountain's Vested Laws (or, if

applicable, the Eagle Mountain's Future Laws).

6. Public Infrastructure.

6.1. 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 the Eagle Mountain's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

6.2. Bonding. In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by the Eagle Mountain'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 the Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on Eagle Mountain's Vested Laws.

7. Upsizing/Reimbursements to Developer.

7.1. Upsizing. Eagle Mountain shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made 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 shall only be responsible to

compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

8. Default.

8.1. **Notice.** If Developer or Eagle Mountain 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.

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

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. 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

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

8.3. **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.

8.4. **Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain 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.

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

9. **Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement 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 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.

10. **Eagle Mountain's Remedies Upon Default.** Eagle Mountain 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 Developer until the Default has been cured. Eagle Mountain 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.

11. **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:

Eagle Heights Village IV, LLC
1466 North HWY 89, STE 220
Farmington, UT 84025

To Eagle Mountain:

City Recorder

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

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

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **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. However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

14.1. **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 the Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

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

14.3. **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.

14.3.1. Eagle Mountain gives its approval to assign a portion of the rights, responsibilities and obligations of the MDA to Utah Residential Partners, LLC (an affiliate of Fieldstone Construction and Management Services, Inc., a Utah corporation) and/or its affiliates (“Fieldstone”) who intends to purchase the balance of the Project, excluding Phases 1 and 2. Those rights, responsibilities and obligations to be assigned are limited to the obligation to (i) construction all Residential Dwelling Units in compliance with the MDA the Lots owned by Fieldstone; and (ii) the construction of the clubhouse and swimming pool located in Phase 3 Final Plat, as shown on Exhibit F attached hereto, which will be constructed prior to the completion of the Residences in Phase 3 Final Plat (collectively, the “Private Amenities”), as shown on the Site Plan, a copy of which is attached hereto as Exhibit B. Developer retains all other obligations contemplated by the Development Agreement including but not limited to the construction of all public infrastructure required for the development of the balance of the Project, including all parks and open space, but excluding the Private Amenities.

14.4. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

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

21. **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.

22. **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.

23. **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. The data disk of Eagle Mountain'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 Eagle Mountain Recorder and each party shall also have an identical copy.

24. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DATED this ____ day of _____, 2022.

EAGLE HEIGHTS VILLAGE, LLC

By: _____

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 he is the _____ of Eagle Heights Village, 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

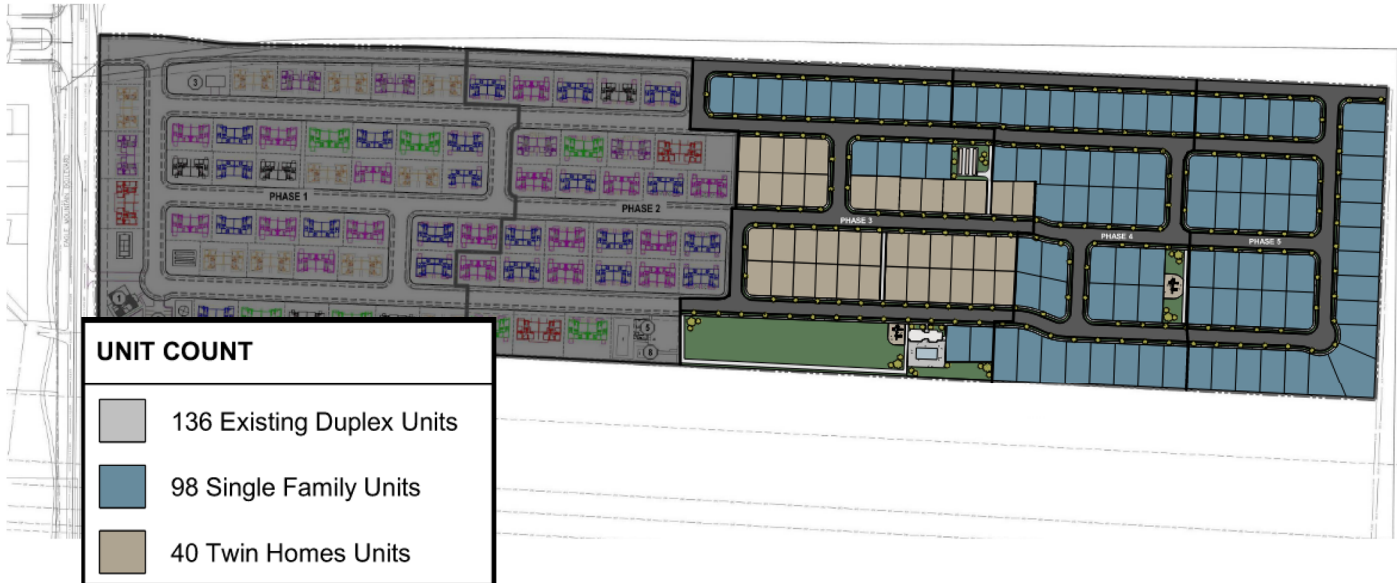
TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Site Plan
Exhibit "C"	Eagle Mountain's Vested Laws
Exhibit "D"	Park and Open Space Plan
Exhibit "E"	Sample Home Elevations
Exhibit "F"	Pool & Clubhouse
Exhibit "G"	Notice of Decision

Exhibit "A"
Legal Description of Property

Exhibit "B"
Site Plan

EXHIBIT B



Single Family Lots:

Minimum Lot Frontage: 58' measured at the front garage setback

Single Family Lot Setbacks:

Front Setback: 15' to the House, 22' to garage

Side Setback: 8'/10' on garage side

Corner side setback: 15'

Rear Setback: 15'

Twin Homes:

Twin Home Setbacks:

Front Setback: 20'

Side Setback: 10'

Corner side setback: 15'

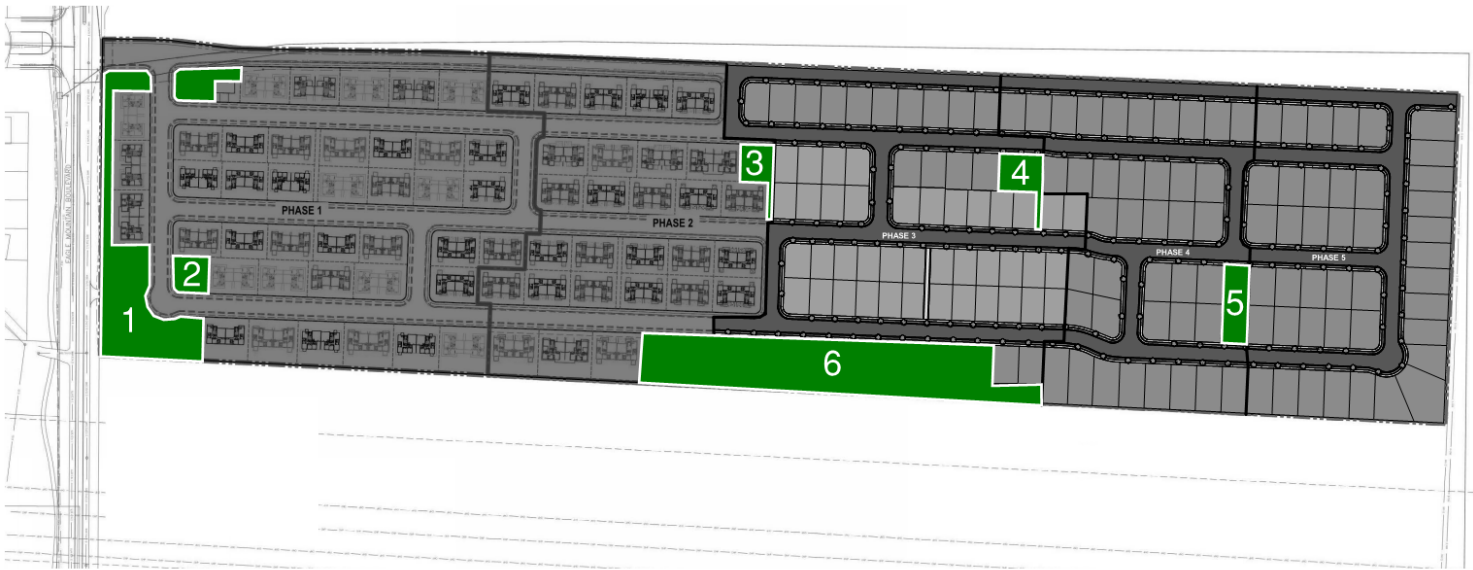
Rear Setback: 20'

Exhibit "D"
Park and Open Space Plan

EXHIBIT D AMENDED PARKS AND OPEN SPACE PLAN

PARK AMENITIES

<u>PARK #1</u>	<u>PARK #2</u>	<u>PARK #4</u>	<u>PARK #5</u>	<u>PARK #6</u>
COMMUNITY CENTER GAZEBO PLAYGROUND SPORT COURT PARKING BIKE RACKS - 8 BIKES SHADE TREES GRASS PLAY AREA SITE SECURITY CAMERAS	GARDEN BOXES BENCH <u>PARK #3</u> GARDEN BOXES BENCH	GARDEN BOXES BENCH	PLAYGROUND BENCH SHADE TREES LAWN PLAY AREA	SWIMMING POOL RESTROOMS CHANGING ROOMS GAZEBO PLAYGROUND BASKETBALL COURT ASPHALT TRAIL BIKE RACKS - 8 BIKES PARKING SHADE TREES LARGE GRASS PLAY AREAS SITE SECURITY CAMERAS





PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space		
Residential Lots / Units 274	x 1,000 =	Required Open Space (Square Feet) ^a 274,000 sq ft
		/ 43,560 =
		Required Open Space (Acres) ^b 6.29 Acres

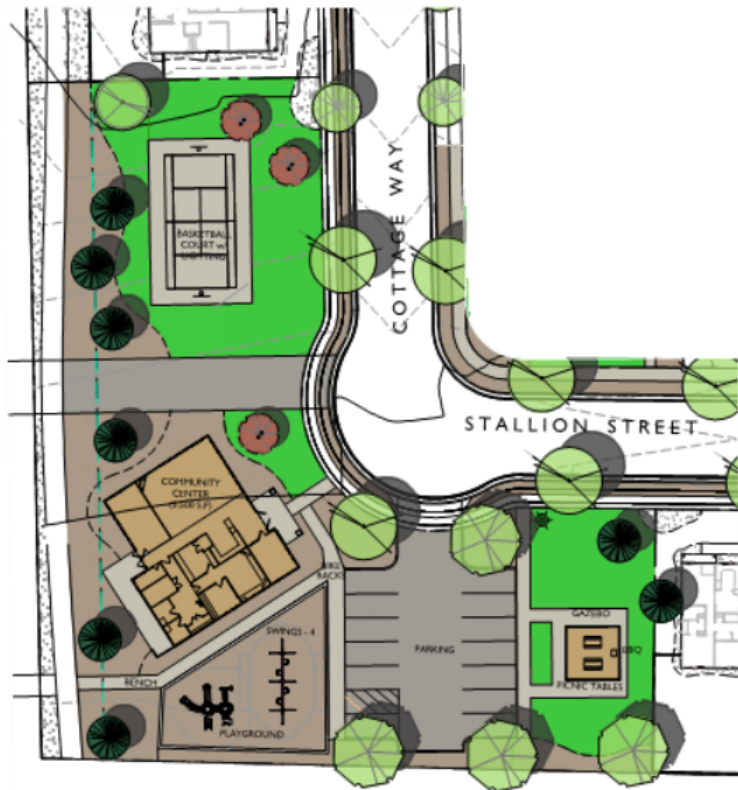
Park Fee-In-Lieu (if applicable)	
Required Open Space (Square Feet) ^a 274,000 sq ft	x \$3.75 =
	Total Fee-In-Lieu \$ 1,027,500

Required Amenity Points	
Required Open Space (Acres) ^b 6.29 Acres	x 100 =
	Required Amenity Points 629 Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	4	8
Trees (5) (A majority must be shade trees)	2	12	5
Shade Structure	4		
Drinking Fountain	5	2	10
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1100	66
Parking* (5 stalls)	6	6	36
Swings (4+ swings)	7	1	7
Concrete Basketball Court (1/2)	20	1	20
Pavilion w/ tables, garbage receptacles, barbecues (per 100 square feet)	4	2,200	88
Playground Equipment* per \$1,000	2	150,000	300
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Garden Boxes	Varies		62
Other: Lighting at sports court	Varies		50
TOTAL			774

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

Park	SF Area	Acres
Park 1	70,369	1.62
Park 2	8,498	0.20
Park 3	11,125	0.26
Park 4	12,621	0.29
Park 5	110,219	2.53
Park 6	10,208	0.24
Total	223,040	5.12



PARK 1 AMENITIES

- COMMUNITY CENTER** - 3,500 S.F.
Exercise Room, Full Kitchen, 2 Bathrooms,
Multi-Use Room
- GAZEBO** - 1,100 S.F. Area
2 Picnic Tables, Built-in BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface
- PLAYGROUND**
Playground - Playworld #350-1716 or equal
Swings - 4
Engineered wood fiber chips
- SPORT COURT**
Full-Size Basketball Court, Conc. Surface
- BIKE RACKS** - 8 Bikes
- PARKING** - 15 Stalls
- SHADE TREES**
- GRASS PLAY AREA**
- EXTERIOR SECURITY CAMERAS**



LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E FERRIS HOLLOW RD
SALT LAKE CITY, UTAH 84103
PH: 801.554.6146
SCOTT@STBDENIGN.LLC

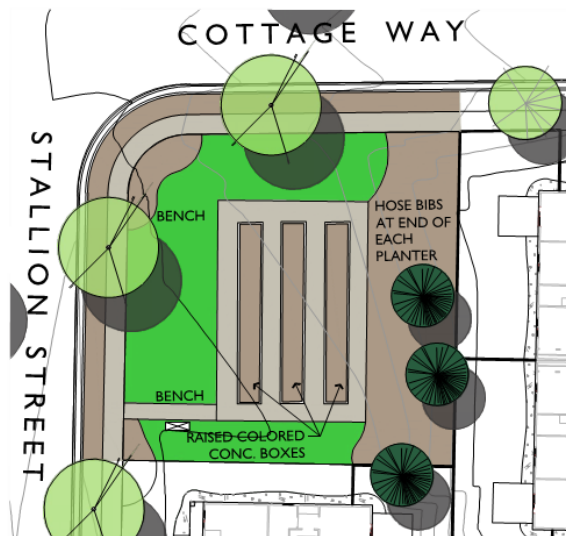
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD,
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1"=30'-0"
DATE: 02.02.2022



PARK 1
L101



PARK 2 AMENITIES

- GARDEN BOXES**
Raised Colored Concrete Boxes
- SITTING AREA**
- SHADE TREES**
- GRASS AREA**



LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E FERRIS HOLLOW RD
SALT LAKE CITY, UTAH 84103
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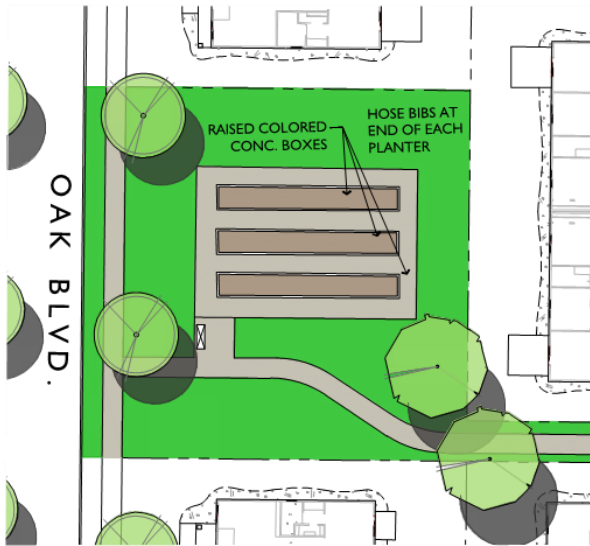
EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD,
EAGLE MOUNTAIN, UTAH

NORTH
SCALE: 1"=20'-0"
DATE: 02.02.2022

PARK 2

L102



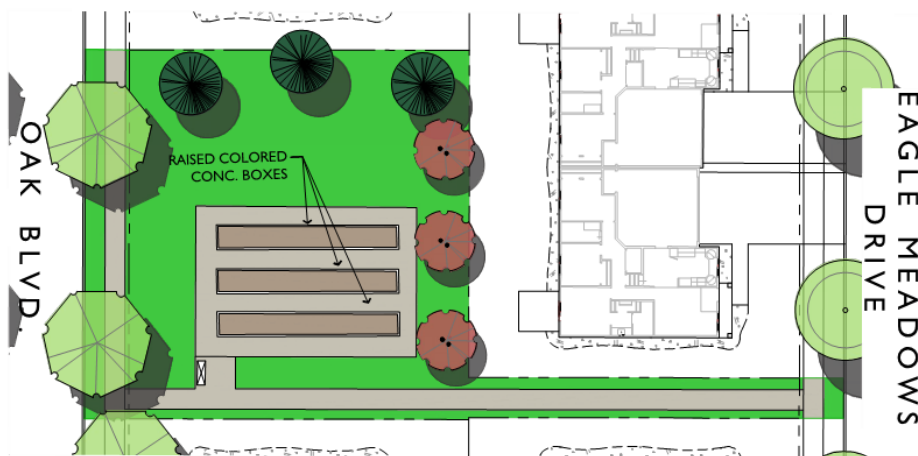
PARK 3 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA

 NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 3

L103



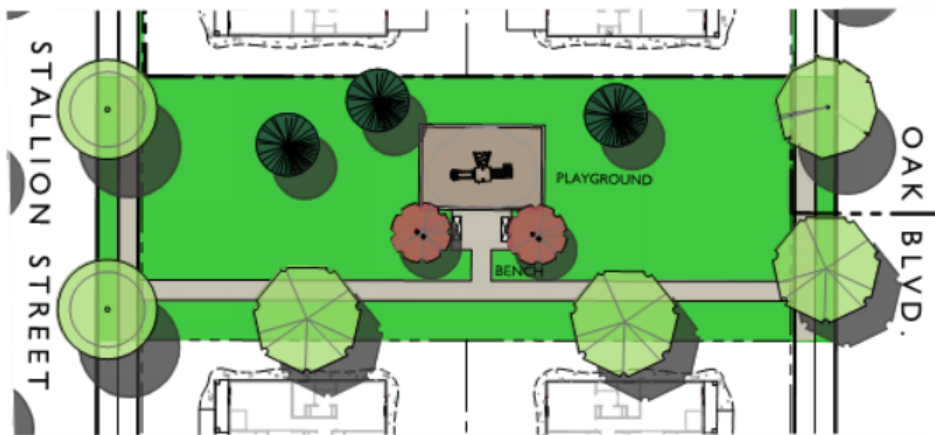
PARK 4 AMENITIES

- GARDEN BOXES
Raised Colored Concrete Boxes
- SITTING AREA
- SHADE TREES
- GRASS AREA

 NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 4

L104



STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E PERRY'S HOLLOW RD
SALT LAKE CITY, UTAH 84103
PHONE: 801.554.6146
SCOTT@STBDIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 5 AMENITIES

- PLAYGROUND**
Play Equipment, Playworld, Mighty Fun Mountain,
#PSD-1 101 or equal
Engineered wood fiber chips
- BENCH**
- SITTING AREA**
- SHADE TREES**
- GRASS PLAY AREA**

NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 5

L105



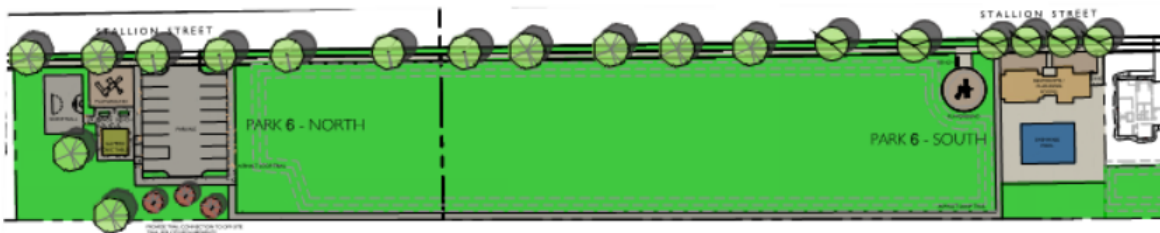
PARK 6 - NORTH AMENITIES

- PARKING AREA**
- PLAYGROUND**
Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips
- BASKETBALL COURT (HALF)**
- GAZEBO - 1, 100 S.F. Area**
2 Picnic Tables, Built-in BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface
- SITTING AREA**
- SHADE TREES**
- GRASS AND PLAY AREA**

STB
DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING
1375 E PERRY'S HOLLOW RD
SALT LAKE CITY, UTAH 84103
PHONE: 801.554.6146
SCOTT@STBDIGN.COM

EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



PARK 6 - SOUTH AMENITIES

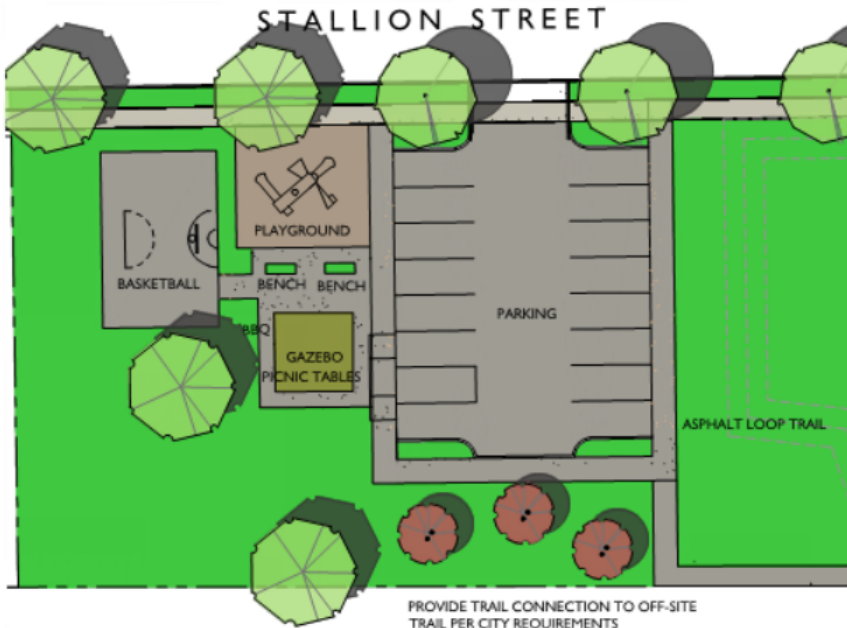
- SWIMMING POOL**
- RESTROOM / CHANGING ROOMS**
- PLAYGROUND**
Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips
- BIKE RACKS - 8 Bikes**
- SITTING AREA**
- SHADE TREES**
- GRASS AND PLAY AREA**
- ASPHALT TRAIL**



NORTH
SCALE: 1" = 60'-0"
DATE: 02.02.2022

PARK 6

L106



PROVIDE TRAIL CONNECTION TO OFF-SITE TRAIL PER CITY REQUIREMENTS

PARK 6 - NORTH AMENITIES

PARKING AREA
PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal
Engineered wood fiber chips

BASKETBALL COURT (HALF)

GAZEBO - 1,100 S.F. Area
2 Picnic Tables, Built-In BBQ, Drinking Fountain,
Trash Receptacles, Concrete Surface

SITTING AREA

SHADE TREES

GRASS AND PLAY AREA



EAGLE HEIGHTS VILLAGE

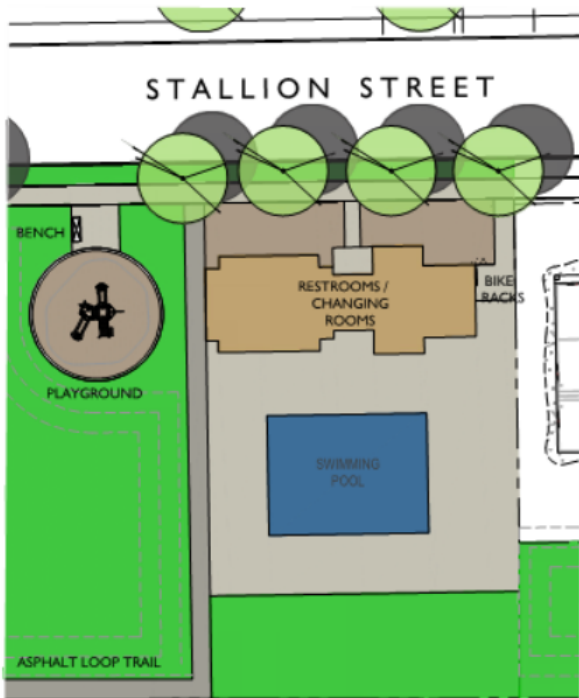
EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 NORTH

L107



PARK 6 - SOUTH AMENITIES

SWIMMING POOL
RESTROOM / CHANGING ROOMS
PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal
Engineered wood fiber chips

BIKE RACKS - 8 Bikes

SITTING AREA

SHADE TREES

GRASS AND PLAY AREA

ASPHALT TRAIL



EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH



NORTH
SCALE: 1" = 20'-0"
DATE: 02.02.2022

PARK 6 SOUTH

L108

EXHIBIT E
SAMPLE HOME ELEVATIONS





EXHIBIT G1



Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

The Eagle Mountain City Council approved the Eagle Heights Village Site Plan and Preliminary Plat on May 21st 2019 subject to the following conditions of approval:

Project Name: Eagle Heights Village Preliminary Plat

Applicant: Kirt Peterson, Horizon Development

This approval is based on compliance with the following conditions, which are binding on the property owner, and any subsequent purchaser of the property:

DEVELOPER CONDITIONS

- ~~1. Rock/Stone make up at least 30% of buildings and be used on all sides of the buildings~~
2. 5.5 feet of right-of-way along Eagle Mountain Boulevard Shall be dedicated to the City at the time of Plat Recording
3. Collector road fencing shall be required adjacent to Eagle Mountain Boulevard, Lake Mountain Road, and Future Airport Road
4. Applicant shall comply with any traffic mitigation required by the City Engineer
5. Eight foot (8') trail stub shall be provided from park to west to align with future trail connection
6. An asphalt trail shall be provided around park 6
7. Applicant shall provide park plans that show that amenities shown in previous park plans are still being provided in the same locations
8. The Applicant shall work with the City Engineer to improve the entrance from Eagle Mountain Boulevard to provide better alignment of the intersection
9. An asphalt trail shall be provided from Eagle Heights Village to the west. Applicant shall work with staff to determine the width of the trail and possible reimbursement once that property is developed
10. Approval is contingent upon approval of the Master Development Agreement (MDA)

NEXT STEPS

Developer may now proceed with the following steps:

1. Receive approval for Master Development Agreement (MDA)
2. Verify that all applicable conditions of approval have been completed.
3. Submit a complete final plat application to the Planning Department for the first phase of development for review by the City Development Review Committee (DRC).

By: _____

Steve Mumford