

**RESOLUTION NO. R-14 -2019**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE EAGLE HEIGHTS VILLAGE  
MASTER DEVELOPMENT AGREEMENT**

*PREAMBLE*


Whereas, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to adopt the Eagle Heights Village Master Development Agreement.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Eagle Heights Village Master Development Agreement, as set forth in more specifically in Exhibit A.
2. The Eagle Heights Village Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18<sup>th</sup> day of June, 2019.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18<sup>th</sup> day of June, 2019.

Those voting aye:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

Those voting nay:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

Those excused:

Donna Burnham

Melissa Clark

Colby Curtis

Stephanie Gricius

Benjamin Reaves

  
\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder

# Exhibit A

**MASTER DEVELOPMENT AGREEMENT  
FOR  
EAGLE HEIGHTS VILLAGE**

June 18, 2019

**WHEN RECORDED, RETURN TO:**

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

**MASTER DEVELOPMENT AGREEMENT  
FOR  
EAGLE HEIGHTS VILLAGE**

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the 18<sup>th</sup> day of 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 (“**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 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” - “D” 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 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, 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 Eighty-Four (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 attached residences as illustrated on the Site Plan.

1.2.23. **Site Plan** means the Eagle Heights Village Site Plan and Preliminary Plat for the Project approved by the Eagle Mountain Council, a copy of which is attached hereto was **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 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 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, and an asphalt trail linking the Project to Eagle Point Park C. The elevation and design of buildings must be consistent with the proposed building elevations 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.** 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.

14.4. **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 17<sup>th</sup> day of July, 2019.

EAGLE HEIGHTS VILLAGE, LLC

By: 

Print Name: J. Kent Peterson

Title: Mayor

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )  
:SS.  
COUNTY OF UTAH )

On the 17<sup>th</sup> day of July, 2019, personally appeared before me Kent Peterson, who being by me duly sworn, did say that he is the Manager 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.

Melanie A. Lahman  
NOTARY PUBLIC



DATED this 19<sup>th</sup> day of July, 2019.

**EAGLE MOUNTAIN CITY**

Tom Westmoreland  
Tom Westmoreland, Mayor

ATTEST:

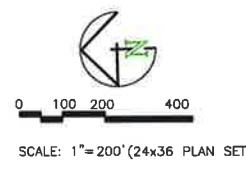
for Melanie A. Lahman, Deputy Recorder  
Fionnuala Kofoed, City Recorder



## 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

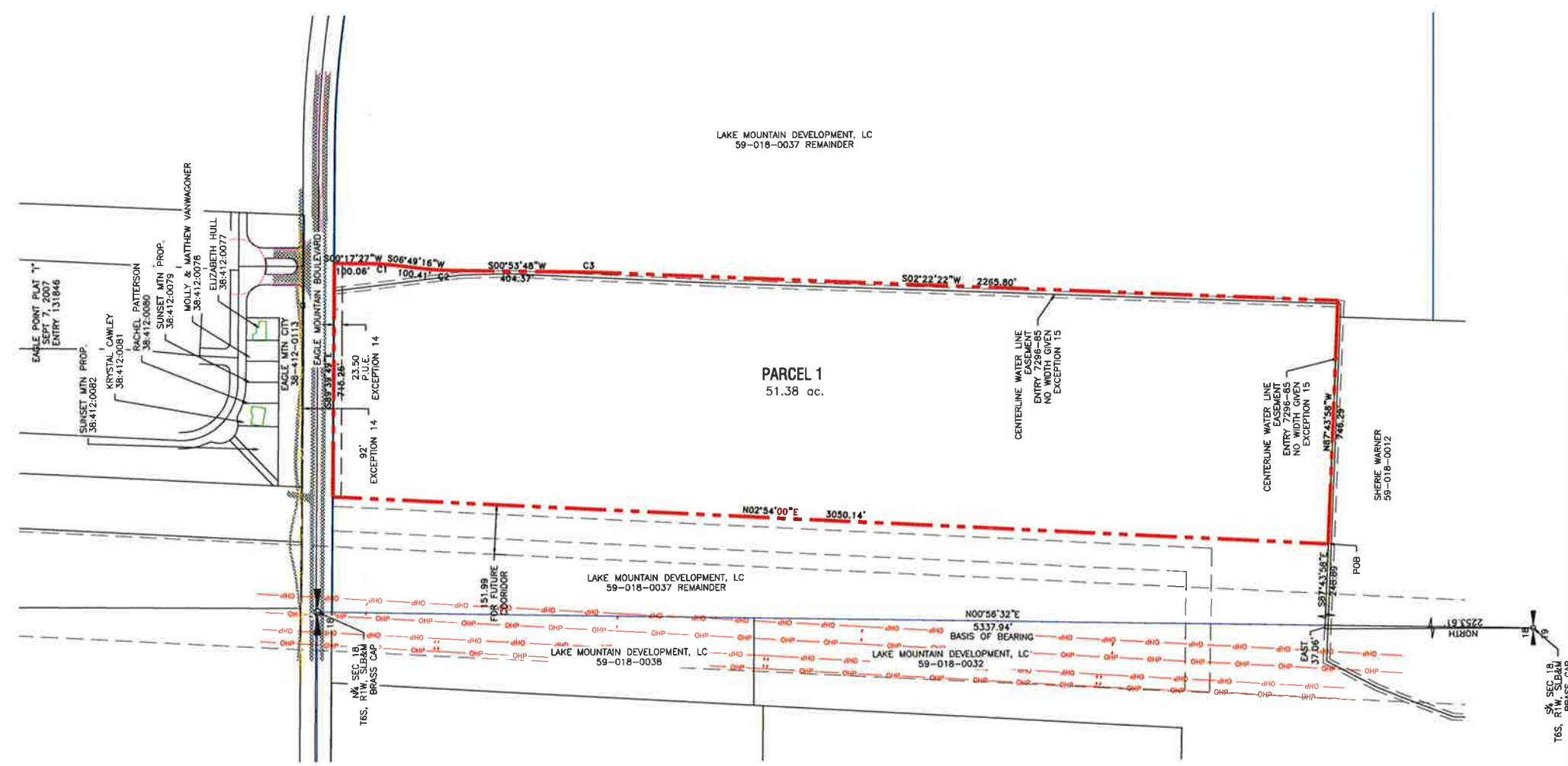
**Exhibit "A"**  
**Legal Description of Property**



**LEGEND**

- SET 5/8"x24" REBAR w/ CAP #275617
- FOUND MONUMENT AS NOTED
- BOUNDARY LINE
- FENCE LINE
- EASEMENT
- CENTERLINE
- EXISTING OVERHEAD POWER/ POWER POLE
- EXISTING ASPHALT

ALTA/NSPS Land Title Survey  
for  
**Eagle Heights Village IV, LLC**  
PART OF SECTION 18  
TOWNSHIP 6 SOUTH RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	80.92	710.00	6°31'49"	N03°33'21"E	80.88
C2	71.35	690.00	5°55'28"	S03°51'32"W	71.32
C3	51.78	2010.00	1°28'34"	N01°38'05"E	51.78

**TITLE REPORT SCHEDULE B-SECTION 2**

- Title documents for this property were prepared by: First American Title Insurance Company  
Commitment No. NCS-922413-SLC1  
Commitment No.: March 18, 2019  
Exception no:
- Easements, liens or encumbrances or claims thereof, not shown by the Public Record.  
NOTE: NONE KNOWN
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records.  
NOTE: NONE KNOWN
- The following affects Northerly portion of the subject property, together with other property not included herein:  
14. Eagle Mountain Boulevard Plat, with owner dedication for a 125 foot wide corridor including a 93 foot wide roadway, easements set forth thereon for sewer and water line easements, and public utility easements being 23.5 feet wide on each side of the said roadway, and incidental purposes, and the matters and details shown thereon, recorded October 23, 1997 as Entry No. 83435 as Map # 7292 of Official Records.  
NOTE: AS SHOWN ON PLAT
- The following affects the subject property, together with other property not included herein:  
15. Well Site / Easement Plat, with owner dedication for a 10 foot wide water tank supply line easement, and incidental purposes, and the matters and details shown thereon, recorded October 23, 1997 as Entry No. 83439 as Map # 7298 of Official Records.  
NOTE: AS SHOWN ON PLAT
- The following affects all the subject property, together with other property not included herein:  
25. Communications Easement Agreement, by and between Monte Vista Ranch, L.C., a Utah limited liability company, Eagle Mountain Properties Communities Master Association, Inc., Utah non-profit corporation; Cedar Valley-White Ranch, L.C., a Utah limited liability company; MVR Management, LLC, a Utah limited liability company; ZIT Management LLC, a Utah limited liability company; TI Mortgage Company, a Utah corporation; Lake Mountain Development LLC, a Utah limited liability company; as Grantors, and FirstDigital Telecom, LLC, a Utah limited liability company, as Grantees, and the easements, terms, covenants, conditions, restrictions and matters stated thereon, recorded August 15, 2018 as Entry No. 775332018 of Official Records.  
NOTE: BLANKET EASEMENT AGREEMENT

**LEGAL DESCRIPTION**

Part of the East Half of Section 18, Township 6 South, Range 1 West of the Salt Lake Base & Meridian described as follows:  
Commencing at the South Quarter Corner of Section 18, Township 6 South, Range 1 West of the Salt Lake Base and Meridian thence North 2253.61 feet; thence East 37.06 feet; thence S87°43'58"E 249.24 feet to the POINT OF BEGINNING and running  
thence N 02°54'00" E 3,050.14 feet to the south right of way line Eagle Mountain Blvd;  
thence S 89°39'49" E 715.25 feet along said south right of way line;  
thence S 00°17'27" W 100.06 feet;  
thence Southerly, 80.92 feet along a curve to the right having a radius of 710.00 feet, a central angle of 06°31'49" and a chord that bears S 03°33'21" W 80.88 feet;  
thence S 06°49'18" W 100.41 feet;  
thence Southerly, 71.35 feet along a curve to the left having a radius of 690.00 feet, a central angle of 05°55'28" and a chord that bears S 03°51'32" W 71.32 feet;  
thence S 00°53'48" W 404.37 feet;  
thence Southerly, 51.78 feet along a curve to the right having a radius of 2,010.00 feet, a central angle of 01°28'34" and a chord that bears S 01°38'05" W 51.78 feet;  
thence S 02°22'22" W 2,265.80 feet;  
thence N 87°43'58" W 746.29 feet to the point of beginning.

- ALTA/NSPS TABLE A SURVEY NOTES**
- The property is known by the street address of:  
No assigned address
  - Gross Land Area:  
Parcel 1: 51.38 acres
  - No existing buildings on the surveyed property.
  - There were no substantial features observed in the process of conducting the survey such as parking lots, billboards and signs.
  - There are no parking spaces on the subject property.
  - There is no evidence of recent earth moving work.
  - There is no known changes in street right of way lines. There is no evidence of recent street or sidewalk construction or repairs.

**SURVEYOR'S CERTIFICATE**

To:  
Eagle Heights Village IV, LLC  
Lake Mountain Development, LLC  
First American Title Insurance Company  
Rocky Mountain Community Reinvestment Company  
Enterprise Community Loan Fund, Inc. its successors and assigns

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 4, 8, 9, 16, and 17 of Table A thereof. The field work was completed on October 5, 2018.

Date of Plat: June 5, 2019  
Registration No. 275617  
Brian G. Lyon



**TITLE REPORT SCHEDULE B-SECTION 2**

**ALLIANCE CONSULTING ENGINEERS**  
150 EAST 200 NORTH SUITE P  
SALT LAKE CITY, UT 84101  
(801) 755-5121  
allianceeng@westoffice.net

**LEGAL DESCRIPTION**

No.	REVISIONS / SUBMISSIONS	DATE	BY/WH
1	Comments		

**SURVEYOR'S CERTIFICATE**

To:  
Eagle Heights Village IV, LLC  
Lake Mountain Development, LLC  
First American Title Insurance Company  
Rocky Mountain Community Reinvestment Company  
Enterprise Community Loan Fund, Inc. its successors and assigns

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 4, 8, 9, 16, and 17 of Table A thereof. The field work was completed on October 5, 2018.

Date of Plat: June 5, 2019  
Registration No. 275617  
Brian G. Lyon









DATE: MAY 13, 2019  
DRAWING No.

Exhibit "B"  
Site Plan

# Takeoff Tab

## eagle heights new site plan 5-11

Bid No. 13

No.	Name	Height	Area	Quantity1 UOM1	Quantity2 UOM2	Quantity3 UOM3
<b>(unassigned)</b>						
<b>Open Space</b>						
	2 Park 1	0"	(unassigned)	70,369 SF	0	0
	3 Park 2	0"	(unassigned)	8,498 SF	0	0
	4 Park 3	0"	(unassigned)	11,125 SF	0	0
	5 Park 4	0"	(unassigned)	15,921 SF	0	0
	6 Park 5	0"	(unassigned)	74,252 SF	0	0
	7 Park 6	0"	(unassigned)	32,472 SF	0	0
	8 Park 6 Detention Area	0"	(unassigned)	7,071 SF	0	0
	9 Park 5 Detention Area	0"	(unassigned)	52,602 SF	0	0



**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		Required Open Space (Square Feet)		Required Open Space (Acres)
284	X 1,000 =	284,000.00	/ 43,560 =	6.52 Acres

**Park Fee-In-Lieu (if applicable)**

Required Open Space (Square Feet)		Total Fee-in-Lieu
284,000.00	X \$3.75	\$1,065,000.00

**Required Amenity Points**

Required Open Space (Acres)		Required Amenity Points
6.52	X 100	651.97

**Parks & 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	0	0
Drinking Fountain	5	2	10
Asphalt or Concrete Trails - 8ft 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 Court)	20	0	0
Pavilion w/tables, garbage receptacles, barbeques (per 100 square feet)	4	2200	88
Playground Equipment* Per \$1,000	2	150,000	300
Splash Pad* Per \$1,000	2		0
Tennis court (6,600 sq ft or 55' x 120')	100		0
Sports court (6,600 sq ft or 55'x120')	100	1	100
Restroom (600+ sq ft)	100	0	0
Restroom (1,200+ sq ft)	200		0
Public Art	Varies		
Other: Garden Boxes	Varies		62
Other: Lighting at Sports Court	Varies		50
Other: Masonry Fencing	Varies		0
Other: Community Center 1 - 3,500 SF	Varies		0
Other: Community Center 2 - 1,440 SF	Varies		0
Other:	Varies		0
Other:	Varies		0
<b>Total</b>			<b>754</b>

\* 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.

Excess points available for buydown	102
Required open space after buydown	5.84
Provided Open Space	5.91
additional open space needed	0.61
buydown @ 150 points/acre	0.68

Park	SF area	Acres
Park 1 area	70,369	1.62
Park 2 area	8,498	0.20
Park 3 area	11,125	0.26
Park 4 area	15,921	0.37
Park 5 area	74,375	1.71
Park 5 detention area (75%)	5,303	0.12
Park 6 area	32,472	0.75
Park 6 detention area (75%)	39,452	0.91
<b>Total</b>	<b>257,515</b>	<b>5.91</b>

**SITE REFERENCE NOTES**

- ① CLUBHOUSE
- ② PARKING LOT
- ③ POCKET PARK
- ④ PLAYGROUND
- ⑤ MAINTENANCE BUILDING
- ⑥ RETENTION POND
- ⑦ GARDEN BOXES
- ⑧ GAZEBO

BUILDING TYPES	COLOR	QUANTITY
CWG III ADA	GREEN	15
EAGLE (4BDRM)	PURPLE	10
OAKS	BLACK	10
FRONTIER	BLUE	45
CWG 3	MAGENTA	44
CWG 4 ADA	RED	3
CEDAR	TAN	15

**EAGLE HEIGHTS VILLAGE**

PART OF SECTION 18  
TOWNSHIP 6 SOUTH RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH

**SITE PLAN**

NORTH



0 100 200ft.  
SCALE 1" = 100'-0"



VICINITY MAP

PROJECT



REVISION	DATE	BY

**AE ALLIANCE CONSULTING ENGINEERS**  
150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321

**EAGLE HEIGHTS VILLAGE SITE PLAN**

6 of 7

PART OF SECTION 18  
TOWNSHIP 6 SOUTH RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH

SCALE: AS NOTED    DRAWN BY: AM    CHECKED BY: AM    DATE: 2-2019  
APPROVED BY: BL    DWG DATA: EAGLEMNTNCONCEPT.DWG

SITE REFERENCE NOTES

- ① CLUBHOUSE
- ② PARKING LOT
- ③ POCKET PARK
- ④ PLAYGROUND
- ⑤ MAINTENANCE BUILDING
- ⑥ RETENTION POND
- ⑦ GARDEN BOXES
- ⑧ GAZEBO

Mouth of the road to be widened to accommodate City Engineer's comments.

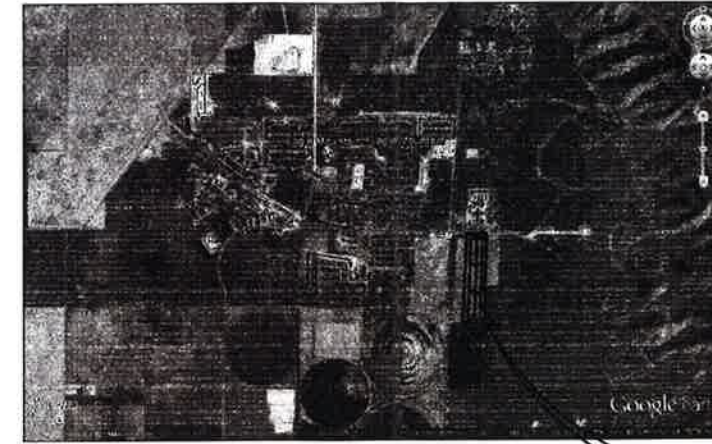
EAGLE HEIGHTS VILLAGE

PART OF SECTION 18  
TOWNSHIP 6 SOUTH RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH  
SITE PLAN

NORTH

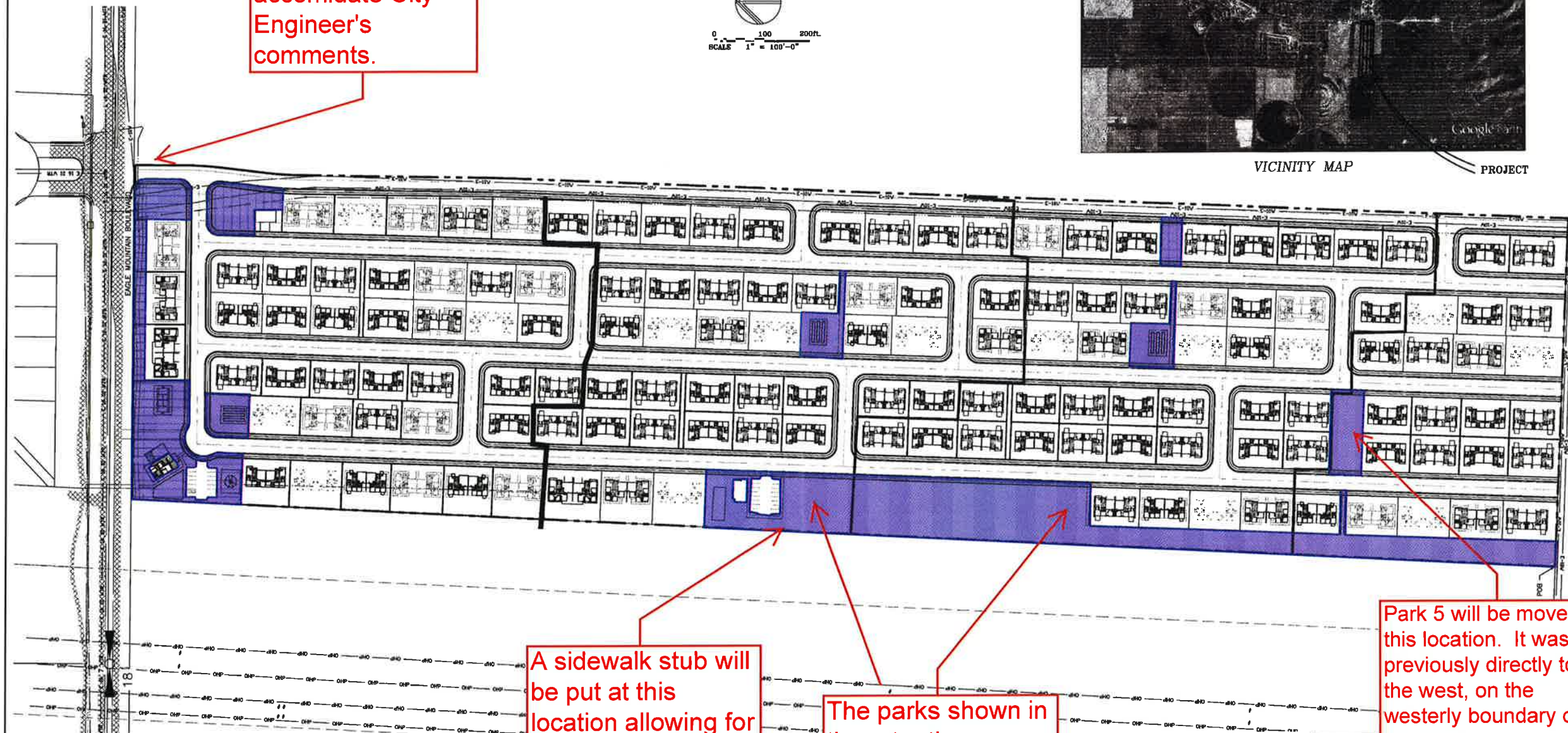


0 100 200ft  
SCALE 1" = 100'-0"



VICINITY MAP

PROJECT



A sidewalk stub will be put at this location allowing for a trail/sidewalk to connect to a future walkway to the west of the property.

The parks shown in the retention area will be above the grade of the retention pond and will not "technically" be in the retention pond.

Park 5 will be moved to this location. It was previously directly to the west, on the westerly boundary of the property.

REVISION		DATE		BY	
<p><b>ENGINEERS</b> 150 EAST 200 NORTH SUITE P LOGAN, UTAH 84321</p> <p><b>EAGLE HEIGHTS VILLAGE SITE PLAN</b></p> <p>PART OF SECTION 18 TOWNSHIP 6 SOUTH RANGE 1 WEST SALT LAKE BASE AND MERIDIAN EAGLE MOUNTAIN, UTAH</p>					
6 of 7		SCALE: AS NOTED	DRAWN BY: AM	CHECKED BY: AM	DATE: 2-2019
		APPROVED BY: BL	DWG DATA: EAGLEHTHCONCEPT.DWG		



**SITE REFERENCE NOTES**

- ① CLUBHOUSE
- ② PARKING LOT
- ③ POCKET PARK
- ④ PLAYGROUND
- ⑤ MAINTENANCE BUILDING
- ⑥ RETENTION POND
- ⑦ GARDEN BOXES
- ⑧ GAZZBO

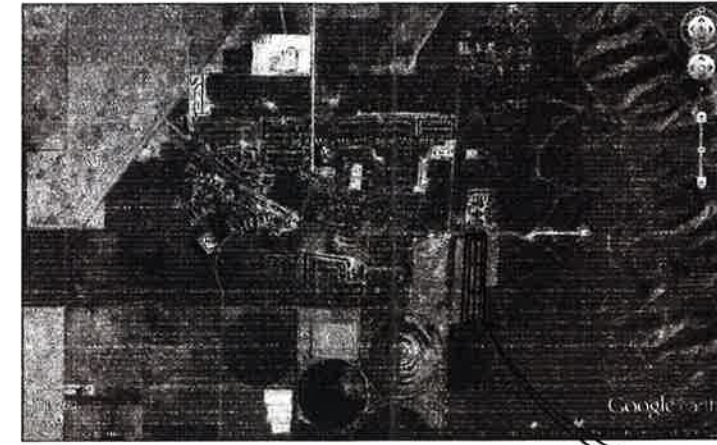
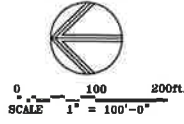
BUILDING TYPES	COLOR	QUANTITY
CWG II ADA	GREEN	15
EAGLE (4BDRM)	PURPLE	10
OAKS	BLACK	10
FRONTIER	BLUE	45
CWG 3	MAGENTA	44
CWG 4 ADA	RED	3
CEDAR	TAN	15

**EAGLE HEIGHTS VILLAGE**

PART OF SECTION 18  
TOWNSHIP 8 SOUTH RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH

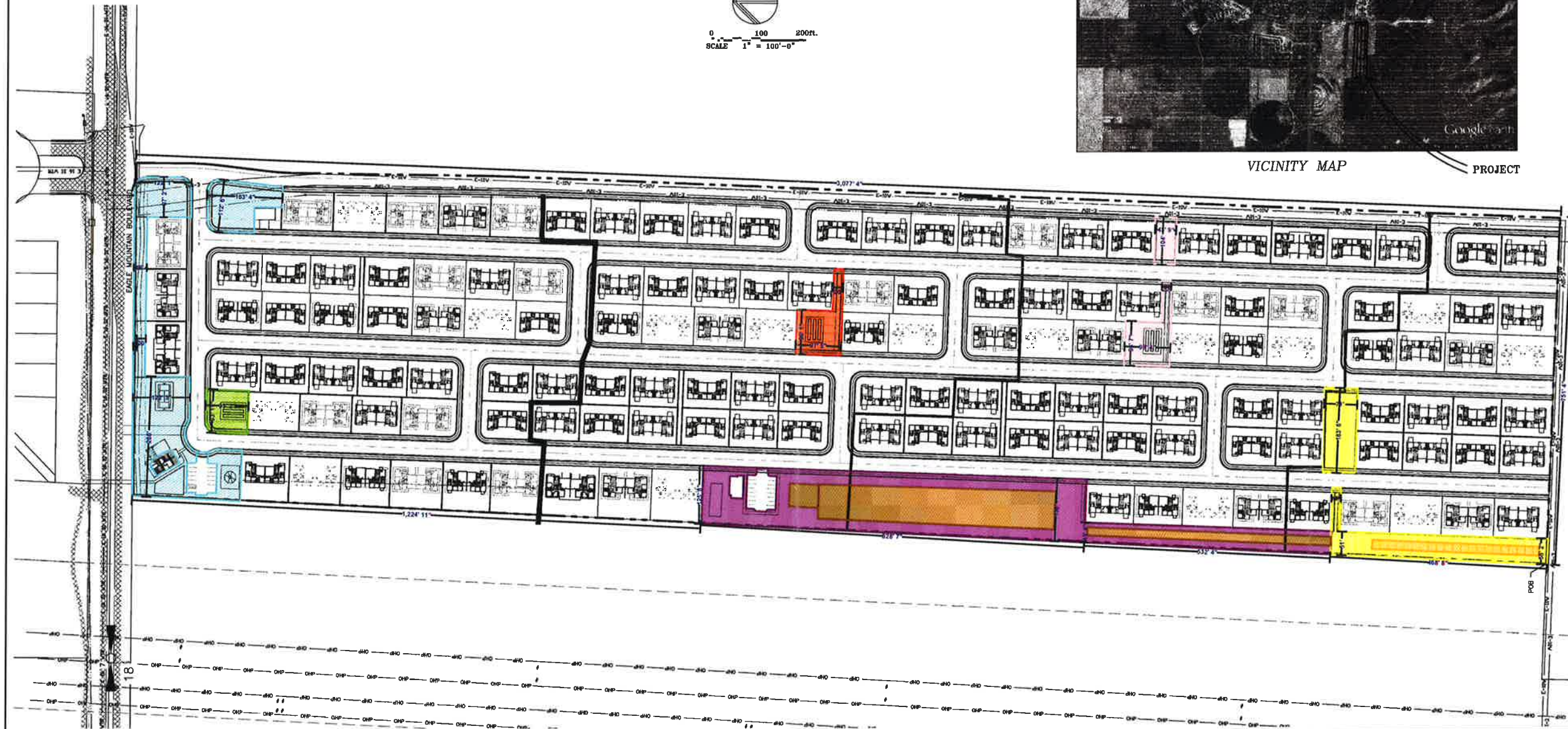
**SITE PLAN**

NORTH



VICINITY MAP

PROJECT



REVISION	DATE	BY

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150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321

**EAGLE HEIGHTS VILLAGE  
SITE PLAN**

6 of 7

PART OF SECTION 18  
TOWNSHIP 8 SOUTH RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH

SCALE: AS NOTED    DRAWN BY: AM    CHECKED BY: AM    DATE: 2-2019  
APPROVED BY: BL    DWG DATA: EAGLEHTMCONCEPT.DWG

Exhibit "C"

Vested Laws

Vested laws are found at <https://www.codepublishing.com/UT/EagleMountain/>.

Exhibit "D"  
Park and Open Space Plan



**PARK I 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  
Poured in Place Rubber Landing Surface
- SPORT COURT**  
Full-Size Basketball Court, Conc. Surface
- BIKE RACKS - 8 Bikes**
- PARKING - 15 Stalls**
- SHADE TREES**
- GRASS PLAY AREA**
- EXTERIOR SECURITY CAMERAS**



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**EAGLE HEIGHTS VILLAGE**

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH

 NORTH  
SCALE: 1"=30'-0"  
DATE: 06.18.2019

**L101**





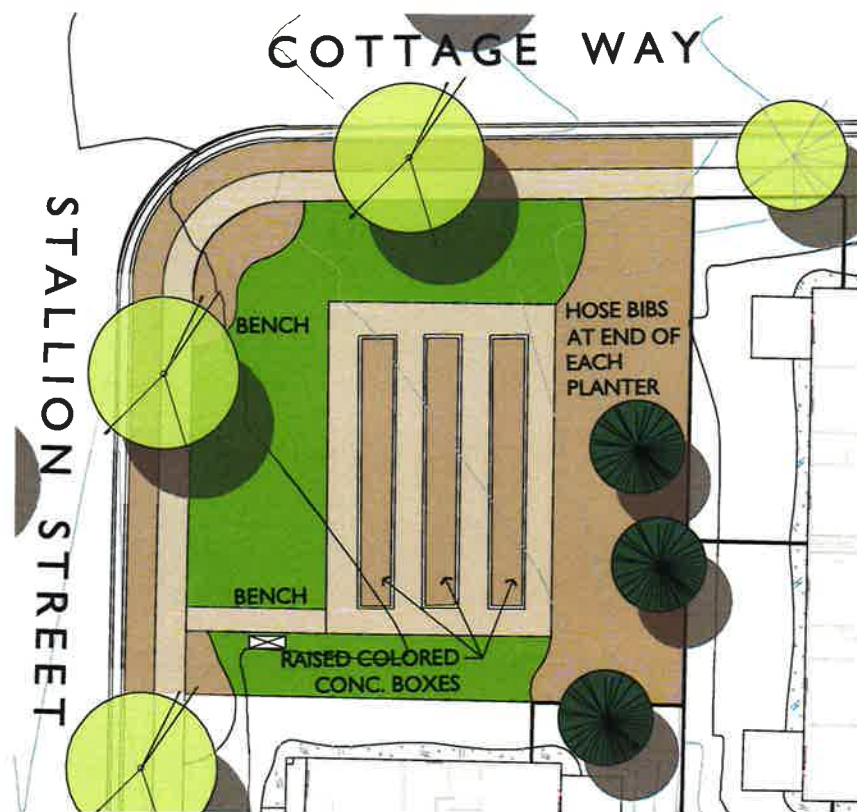


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& LAND PLANNING

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## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



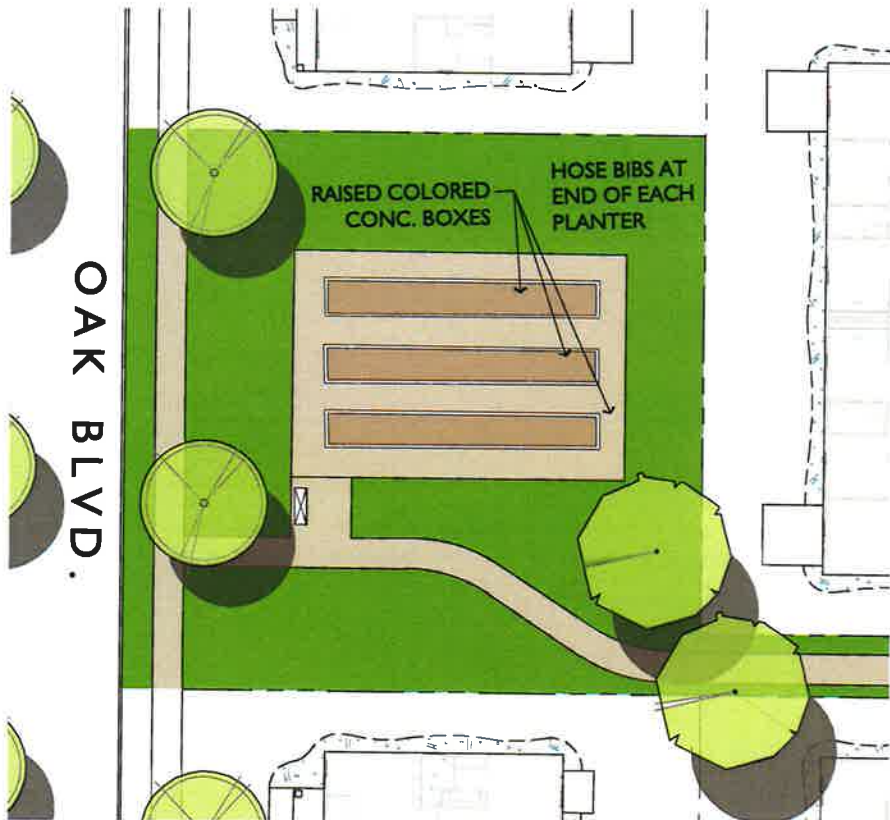
### PARK 2 AMENITIES

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

 NORTH  
SCALE: 1"=20'-0"  
DATE: 06.18.2019

PARK 2

L102



PARK 3 AMENITIES

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



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EAGLE  
HEIGHTS  
VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH

 NORTH  
SCALE: 1" = 20'-0"  
DATE: 06.18.2019

PARK 3

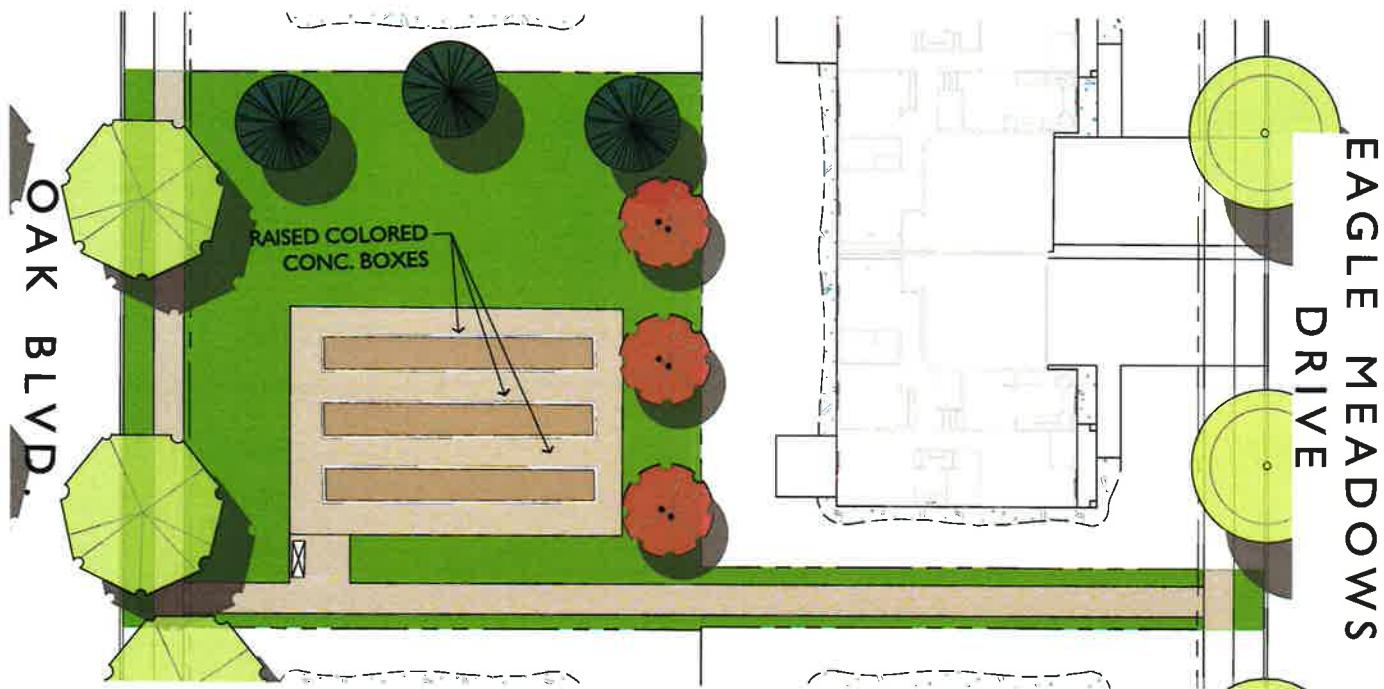
L103



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# EAGLE HEIGHTS VILLAGE


EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



PARK 4 AMENITIES

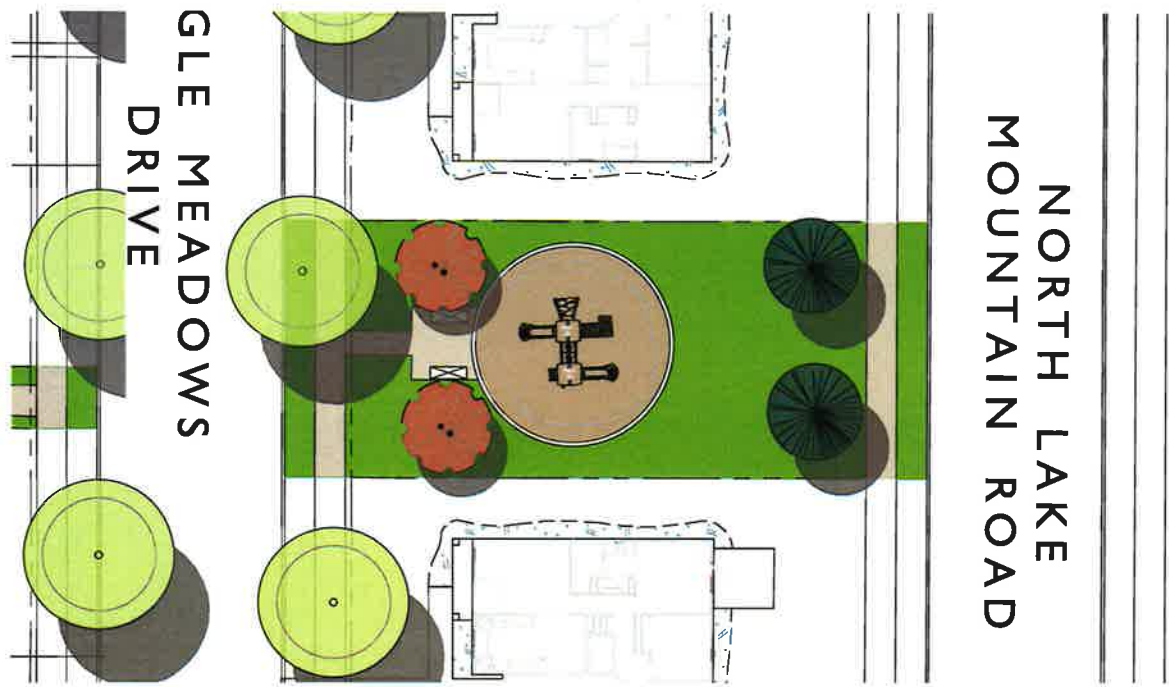
GARDEN BOXES  
Raised Colored Concrete Boxes

SITTING AREA  
SHADE TREES  
GRASS AREA

 NORTH  
SCALE: 1"=20'-0"  
DATE: 06.18.2019

PARK 4

LI04




PARK 5 AMENITIES

- PLAYGROUND
  - Play Equipment, Playworld,
  - #PSD-1104 or equal
  - Poured in Place Rubber Landing Surface
- BENCH
- SITTING AREA
- SHADE TREES
- GRASS PLAY AREA



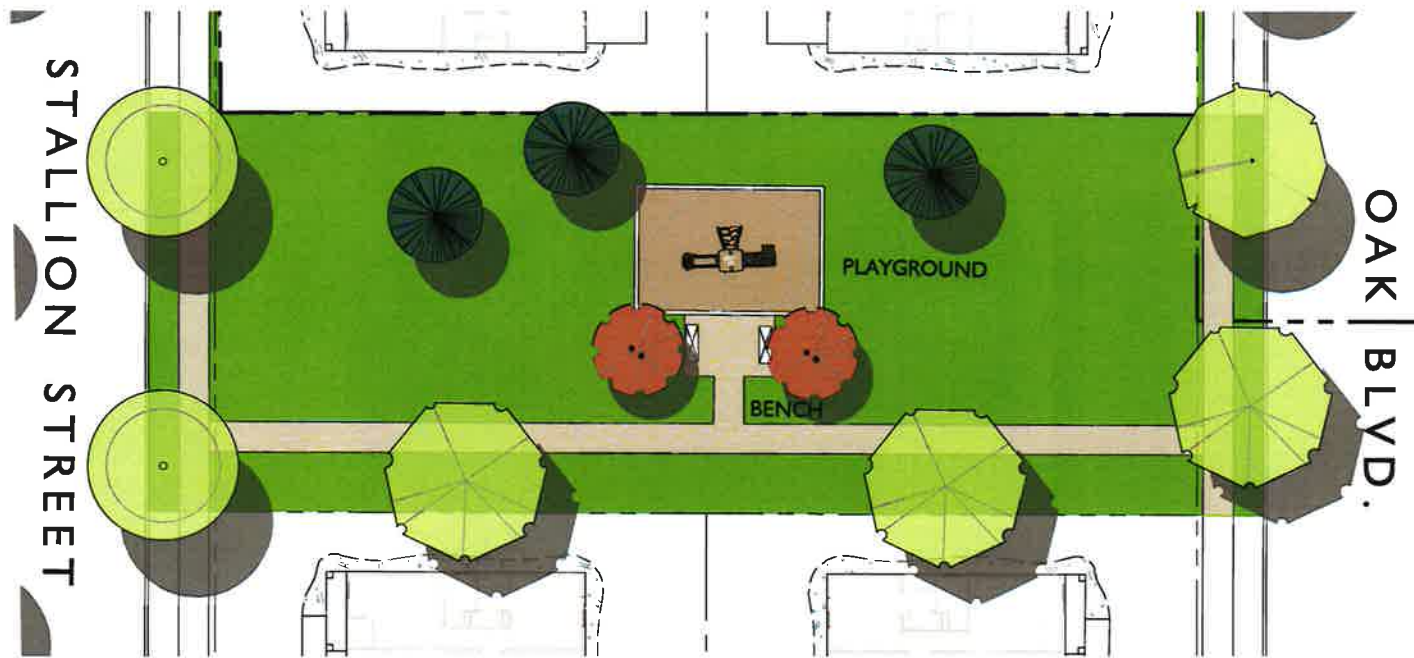
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& LAND PLANNING  
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EAGLE  
HEIGHTS  
VILLAGE  
EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH

 NORTH  
SCALE: 1"=20'-0"  
DATE: 06.18.2019

PARK 5

LI05



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## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH




### PARK 6 AMENITIES

#### PLAYGROUND

Play Equipment, Playworld, Mighty Fun Mountain,  
#PSD-1101 or equal  
Poured in Place Rubber Landing Surface

#### BENCH

SITTING AREA  
SHADE TREES  
GRASS PLAY AREA

 NORTH  
SCALE: 1" = 20'-0"  
DATE: 06.18.2019

PARK 6

L106



PARK 7 - NORTH AMENITIES

- SWIMMING POOL
- RESTROOM / CHANGING ROOMS
- PARKING AREA
- PLAYGROUND

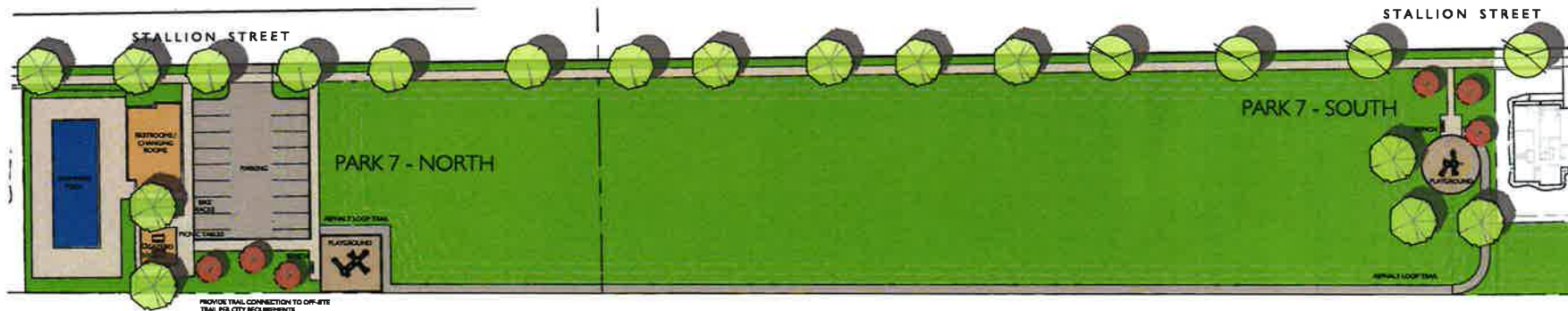
Play Equipment, Playworld, #350-1814 or equal  
 Poured in Place Rubber Landing Surface

- GAZEBO - 1,100 S.F. Area
- 2 Picnic Tables, Built-In BBQ, Drinking Fountain,  
 Trash Receptacles, Concrete Surface
- BIKE RACKS - 8 Bikes
- SITTING AREA
- SHADE TREES
- GRASS AND PLAY AREA



EAGLE  
HEIGHTS  
VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



PARK 7 - SOUTH AMENITIES

- PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal  
 Poured in Place Rubber Landing Surface

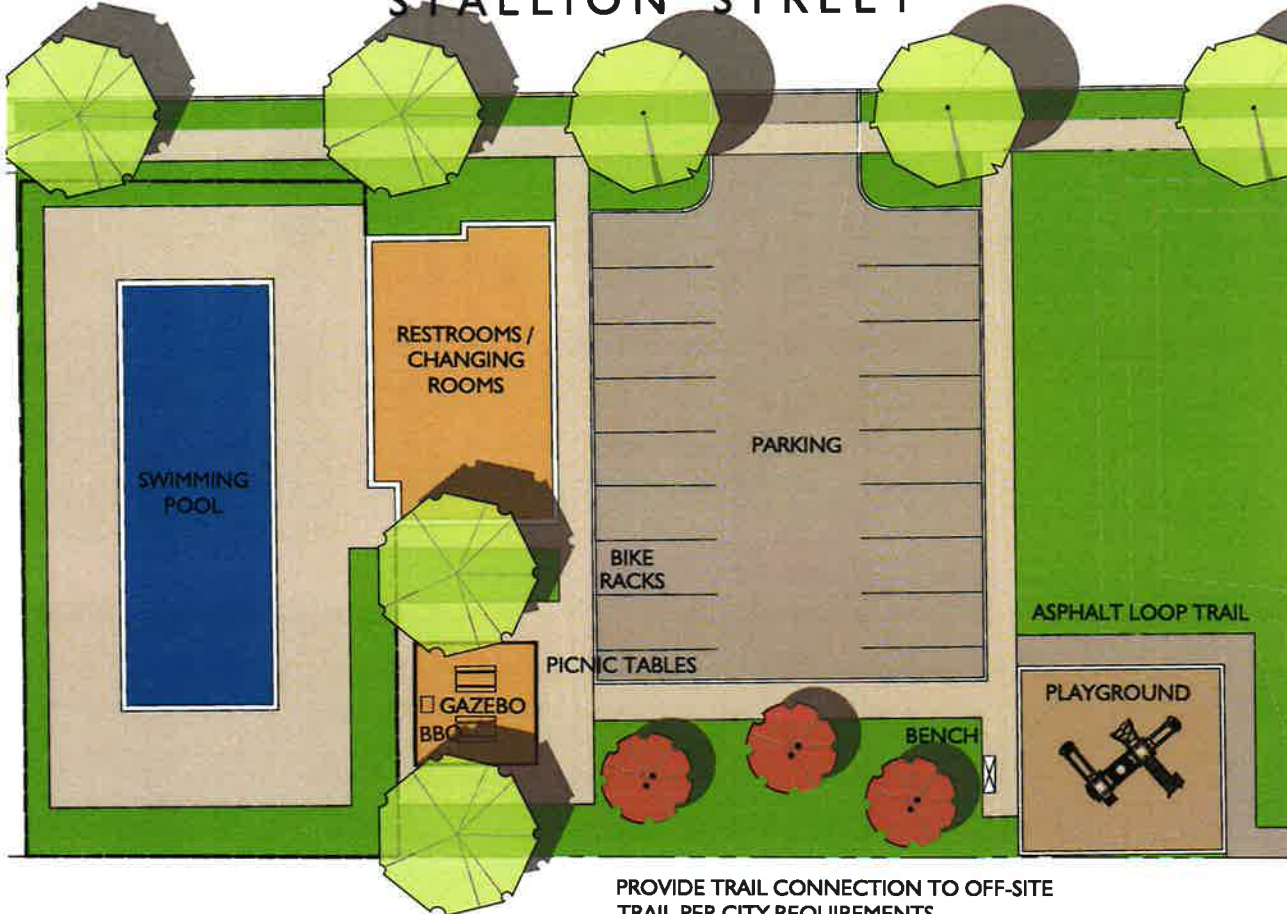
- SITTING AREA
- SHADE TREES
- GRASS AND PLAY AREA
- ASPHALT TRAIL



PARK 7

L107

# STALLION STREET



PROVIDE TRAIL CONNECTION TO OFF-SITE TRAIL PER CITY REQUIREMENTS

## PARK 7 - NORTH AMENITIES

- SWIMMING POOL
- RESTROOM / CHANGING ROOMS
- PARKING AREA
- PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal  
Poured in Place Rubber Landing Surface

- GAZEBO - 1,100 S.F. Area
- 2 Picnic Tables, Built-In BBQ, Drinking Fountain, Trash Receptacles, Concrete Surface
- BIKE RACKS - 8 Bikes
- SITTING AREA
- SHADE TREES
- GRASS AND PLAY AREA
- OFF-SITE TRAIL CONNECTION




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## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



 NORTH  
SCALE: 1"=20'-0"  
DATE: 06.18.2019

## PARK 7 NORTH

# LI08



PARK 7 - SOUTH AMENITIES

PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal  
 Poured in Place Rubber Landing Surface

SITTING AREA

SHADE TREES

GRASS AND PLAY AREA



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EAGLE  
 HEIGHTS  
 VILLAGE

EAGLE MOUNTAIN BLVD.  
 EAGLE MOUNTAIN, UTAH



← NORTH  
 SCALE: 1"=20'-0"  
 DATE: 06.18.2019

PARK 7  
 SOUTH

LI09



# EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH

## PARK AMENITIES

### PARK #1

- COMMUNITY CENTER
- GAZEBO
- PLAYGROUND
- SPORT COURT
- PARKING
- BIKE RACKS - 8 BIKES
- SHADE TREES
- GRASS PLAY AREA
- SITE SECURITY CAMERAS

### PARK #2

- GARDEN BOXES
- BENCH

### PARK #4

- GARDEN BOXES
- BENCH

### PARK #6

- PLAYGROUND
- BENCH
- SHADE TREES
- LAWN PLAY AREA

### PARK #7

- SWIMMING POOL
- RESTROOMS
- CHANGING ROOMS
- GAZEBO
- PLAYGROUND
- ASPHALT TRAIL
- BIKE RACKS - 8 BIKES
- PARKING
- SHADE TREES
- LARGE GRASS PLAY AREAS
- SITE SECURITY CAMERAS

### PARK #3

- GARDEN BOXES
- BENCH

### PARK #5

- PLAYGROUND
- BENCH
- SHADE TREES
- LAWN PLAY AREA

