

EAGLE MOUNTAIN CITY
MASTER DEVELOPMENT AGREEMENT
FOR THE
SCENIC MOUNTAIN DEVELOPMENT

This Master Development Agreement for the Scenic Mountain Development (this "Agreement") is entered into between Eagle Mountain City, a municipal corporation of the state of Utah (the "City"), Scenic Mountain Partners, LLC, a Utah limited liability company ("Developer"), and Tracy K. Gibbs ("Gibbs"), an individual.

This Agreement is made with reference to the following facts.

A. Developer has submitted to the City an application for a new development known as Scenic Mountain (the "Project"). The Project consists of approximately 39 acres of land (the "Property") located south of Highway 73. A legal description of the Property is attached hereto as Exhibit "A."

B. Gibbs owns a portion of the Property, which portion is designated as Utah County Parcel No. 580330154.

C. The Project will be zoned for residential use in accordance with Chapter 17.25 of the City Code of Eagle Mountain City (the "Code"), as amended, and improved in compliance with procedures and standards in the Code and consistent with the terms of this Master Development Agreement.

D. Developer has received approval of the Land Use Element and Concept Plan for the Project from the Planning Commission and City Council of Eagle Mountain City (the "Concept Plan"). The approved land use map, which depicts the proposed zoning for the areas within the Project and land uses which will be allowed by the City, is attached as Exhibit "B" (the "Land Use Map").

E. The parties wish to define the rights and responsibilities of the parties with respect to the development of the land and funding of improvements in the Project area which is approved by the City in this Agreement. This Agreement is sometimes referred to herein as the "Master Development Agreement."

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

1. Governing Standards. The Project shall be governed by the procedures, standards and requirements of the Code, as amended.
2. Zoning Density and Land Use Standards. The Project will be zoned for

residential uses in accordance with Chapter 17.25 of the Code. The Land Use Map shall be the official zoning map for the Property.

2.1 Planning Areas and Densities. The total Project densities are as follows:

Total Land Area: 39 acres
 Total Residential Acres: 28 acres
 Total Residential Units: 364 units
 Improved Open Space: Not less than 6.6 acres

The overall density of the Project may not exceed an average of 13.0 residential units (each a "Unit") per buildable acre of the Project which equates to a total of 364 estimated Units. In addition, the Property is divided into seven separate planning areas (each a "Planning Area" and collectively the "Planning Areas"). The 364 total Units are, pursuant to this Agreement, allocated between the Planning Areas. The Planning Areas are depicted on Exhibit "B." At the time that a Planning Area is developed such Planning Area must contain improvements which comply with the Residential Bonus Density Entitlement Requirements (provided in the Code as Tier I, Tier II, Tier III and Tier IV) (hereafter the "Bonus Density Requirements") applicable to such Planning Area. Subject to the foregoing Bonus Density Requirements which have been agreed to by the City, the Developer shall comply with all other applicable requirements for each subdivision within the Project as contained in the applicable Code provisions in effect at the time Developer submits each respective subdivision application for all or some portion of a Planning Area within the Project. The City will not approve any final subdivision plat until Developer has demonstrated how the applicable Bonus Density Requirement for that particular Planning Area will be accomplished. The maximum number of residential units for each Planning Area shall be considered as a ceiling, and Developer will not be able to build that number of Units unless it can demonstrate compliance with all other applicable Code requirements. Nevertheless, the maximum number of units within each Planning Area will be approved if Developer complies with all the requirements of the Development Code. Furthermore, nothing herein shall be deemed as requiring the Developer to build the number of Units contemplated for a Planning Area. The right to develop Units is not transferable between Planning Areas. The size and residential unit densities of the Planning Areas are as follows:

Planning Area	Land Use	Size (Acres)	Maximum Units / Acre	Total Units	Res. Tier
P-1	Multifamily – Condos	3.3	12.1	40	III
P-2	Multifamily – Condos	2.0	12.0	24	III
P-3	Multifamily – Townhomes	3.4	13.2	45	IV
P-4	Multifamily – Townhomes	3.8	15.8	60	IV
P-5	Multifamily – Twin Homes	5.2	9.8	52	III
P-6	Multifamily – Cluster Homes	5.5	12.4	68	IV
P-7	Multifamily – Triplexes	2.0	7.5	15	III

P-8	Multifamily – Condos	2.8	21.4	60	IV
Totals		28.0	13.0	364	

2.2 Proposed Land Uses. The Proposed Land Uses set forth above are conceptual and do not dictate the final type or layout of buildings within the Project. Two conceptual site plans have been included as Exhibit “C-1,” one plan with the church site shown and one without. The Developer has also submitted to the City renderings of examples of the type and architectural detail of the buildings. Copies of the renderings are attached hereto as Exhibit “C-2.” It is the expectation of the City and the Developer that the style and architecture of the buildings will resemble the type of buildings proposed by the Developer. Because the Project marks the entry to Eagle Mountain City, it is important to the City that the Developer maintains a high standard of architecture and design for the Project, particularly for the portions of the Project adjacent to Highway 73. Developer shall also be required to meet all requirements of the International Building Code and International Fire Code for all buildings in the Project.

2.3 Development Requirements. Unless the Code is amended to require other improvements, Developer shall construct improvements to meet the Bonus Density Requirements within each Planning Area. A copy of Chapter 17.30 of the Code which sets forth the current improvements necessary to acquire the approved Bonus density for each Planning Area is attached hereto as Exhibit “D”. Due to the proposed size of the Community Recreation Center, the City has determined that the Community Recreation Center will meet the requirements for a club house and swimming pool for all Tier III and Tier IV Planning Areas within the Project.

2.4 Church Parcel. The Developer anticipates that all of Planning Area 7 (“P-7”) and most of Planning Area 4 (“P-4”) will be utilized for a church site. If Developer utilizes this area for a church site, Developer acknowledges that the Units applicable to these Planning Areas will be deducted from the overall number of Project Units. Notwithstanding anything to the contrary contained herein, in the event P-4 is used for church purposes the improved open space requirement for the Project shall be reduced from 6.6 acres to 6.4 acres. The .2 acres of reduced improved open space is a result of the loss of .2 acres of improved open space within P-4 as a result of the P-4 area being utilized for the development of a church. If P-4 is used for a church, a trail connection must be installed and maintained to provide access to the park (OS-2) from the nearest street in the project, if there is not otherwise direct vehicular access to this park area. Developer will install and maintain such trail connection at the time the Developer is required to install the improvements in the park.

3. Improved Open Space and Trails. The Project is currently contemplated to contain 11.1 acres of total parks as well as 6.6 acres of additional Improved Open Space. Improved Open Space is defined as: “An area that has been improved and landscaped as approved by the City. This Area may include trails, parks and other amenities.” Developer has prepared both a Parks and Open Space Plan as well as a Parks Concepts

Plan which are both attached hereto as Exhibit "E-1" and Exhibit "E-2" respectively. As set forth in the Parks and Open Space Plan, the Improved Open Space Areas are as follows.

- A. Community Recreation Center (OS-1). The Community Recreation Center is a 1.2 acre community center. The Community Recreation Center is currently contemplated to be created by remodeling an existing house into a large recreation center, clubhouse and swimming pool area for the entire Project. However, the property for the currently contemplated Community Recreation Center is not currently owned by the Developer. Prior to approval of any site plans or subdivision plats (except the LDS Church site), the Developer must show that it has title to or a purchase agreement with the landowner for control over the site for the recreation center and its development, or must identify a separate location for the recreation center, or provide for smaller community centers throughout the project subject to the reasonable approval of the City. It is the intent of Developer and City that the Community Recreation Center will meet the clubhouse and swimming pool requirement for all Tier III and Tier IV Planning Areas within the Project. In order to meet this requirement, the clubhouse must contain at least 2,400 square feet of improved space. The swimming pool must be the greater of 2,000 square feet (including water features) or sufficient size to accommodate 35% of estimated residents of the Project. The total equivalent value of the Community Recreation Center must be \$364,000.00. The Community Recreation Center will be the property of the HOA and all costs and maintenance will be the responsibility of the HOA. This facility shall be available for use by all future residents of the Project, subject to the properly promulgated rules and regulations of the HOA uniformly applied. Prior to approval of any residential site plans or subdivision plats (except the LDS Church site) for the Project, the Developer shall submit to the City a detailed plan showing the remodel of the Community Recreation Center and the estimated cost to remodel the Community Recreation Center. Prior to the issuance of a subdivision plat for any Planning Area, Developer shall have completed a sufficient pro-rata portion of the Community Recreation Center for the density associated with that Planning Area, or Developer shall place such funds into escrow with the City for the purposes of construction of the Community Recreation Center. For example, prior to issuance of any subdivision plat within Planning Area 1 (P-1), Developer shall construct or place into escrow 11% (364 total units / 40 units in Phase 1) of the total equivalent value of the Community Recreation Center as described above. The Community Recreation Center must be fully completed concurrent with the completion of the required subdivision improvements for the Planning Area which when completed would represent at least 50% completion of the residential units within the Project.
- B. Parks (OS-2, OS-3, and OS-11). The Project includes three pocket parks. A depiction of each park showing the general layout and amenities is attached as

Exhibits “E-1” and “E-2.” The parks shall be improved, or Developer shall place into escrow with the City sufficient funds to improve the parks prior to the issuance of 10% of the building permits within any Planning Areas adjacent to each park, or 50% of the total building permits for the Project. The parks shall be the property of the HOA and all costs and maintenance will be the responsibility of the HOA.

- C. Primary and Secondary Entry Parks (OS-7 and OS-10). The Project includes two entry parks. A depiction of each park showing the general layout and amenities is attached as Exhibits “E-1” and “E-2.” The improved open space areas shall be improved along with the infrastructure for any adjacent Planning Areas, or Developer shall place into escrow with the City reasonably sufficient funds to improve the areas as contemplated prior to recording a subdivision plat for any adjacent Planning Areas. The parks shall be the property of the HOA and all costs and maintenance shall be the responsibility of the HOA upon completion of the same.
- D. Improved Open Space Areas. The Project contains a couple of small improved open space areas. The improved open space areas shall contain grassy areas and other amenities typical to a neighborhood park. The improved open space areas shall be improved along with the infrastructure for any adjacent Planning Areas, or Developer shall place into escrow with the City reasonably sufficient funds to improve the areas prior to recording a subdivision plat for any adjacent Planning Areas. The improved open space areas shall be the property of the HOA and all costs and maintenance shall be the responsibility of the HOA upon completion of the same.

3.1 Neighborhood Trails. A neighborhood trail system shall be installed in the approximate location indicated on the Parks and Open Space Plan. The neighborhood trails shall be constructed with a solid concrete or asphalt surface or other surface reasonably acceptable to the City. Each section of the neighborhood trail shall be improved along with the infrastructure for any adjacent Planning Areas, or Developer shall place into escrow with the City reasonably sufficient funds to improve that section prior to recording a subdivision plat for any adjacent Planning Areas. The neighborhood trail shall be the property of the HOA and all costs and maintenance shall be the responsibility of the HOA upon completion of the same.

3.2 Exit Sign Open Space (OS-6). The Project contains a .1 acre open space area for a sign indicating the City boundaries for Eagle Mountain City and thanking people for visiting Eagle Mountain City (the “Exit Sign Open Space”). Developer shall work in conjunction with the City to design a sign acceptable to the City and the Developer. Developer may utilize community improvements funds (described in paragraph 4) to construct the sign and other improvements, or, if the community improvement funds are to be used for other purposes agreed upon by the City, the City

would be responsible for the expense of the sign at a later date. The exit sign open space shall be dedicated to the City and all maintenance costs will be the responsibility of the City, unless a separate maintenance agreement is approved by the Developer and the City at a later date.

4. Community Improvements. In conjunction with Chapter 17.30.070 of the Code, Developer must contribute \$2,000 per buildable acre of land within the Project (\$76,000 for the entire Project) to fund construction of community wide improvements. These funds will be required to be contributed at the time subdivision plats are approved for each Planning Area based on the buildable acreage in each subdivision. It is anticipated that some of these funds will be used to develop the improvements on the Exit Sign Open Space. These funds may not, however, be used for required park improvements. Community improvement funds may be used towards the construction of the Community Recreation Center only if the Community Recreation Center is to be open to the general public and these funds may not be used to fund the required improvements for these amenities as set forth in Section 17.30.090 of the Code. Developer agrees that prior to recording each subdivision plat, Developer shall either provide an accounting to the City showing how sufficient funds to meet the required community improvements have been spent, place such funds into a community improvement escrow fund (the "Improvement Fund") established with the City for use in the Project, or pay a fee in lieu to the City for use in City funded community improvement projects.

5. Slopes. No development may occur on a slope of more than 25% within the City. A slope plan has been included as Exhibit F.

6. Home Owners' Association. Prior to the approval of any residential site plan for a residence to be constructed within the Project, the project shall be adopted into The Ranches Home Owner's Association (the "HOA").

7. Buffer Area and Transitioning Requirements. Developer agrees to comply with all transitioning requirements set forth in the Code. The City and Developer agree that the current configuration of the Project does comply with the transitioning requirements. Developer shall also maintain a 30' open-space buffer (the "Power Line Buffer Area") along the existing power line corridor as indicated on Exhibit B. The Power Line Buffer Areas shall be the Property of the HOA and shall be maintained by the HOA.

8. Dedication of Facilities. Except as otherwise provided in this Agreement, Developer agrees to dedicate to the City, free and clear of all financial encumbrances, all required utilities, streets, utility facilities, and other public improvements for the use of utilities, roads, and other public ways. These facilities shall be dedicated in conjunction with the approvals of the respective subdivision plats within the Project.

9. Fire Hydrants and Fire Access. The Project will contain eleven fire hydrants in locations indicated by the Fire Chief. The fire hydrants for each new subdivision must be

installed prior to any combustible construction within such subdivision. A minimum fire flow of 1,000 g.p.m. shall be maintained in all residential areas. Developer shall also maintain fire department access and addresses as required by the subdivision ordinances and the International Fire Code. Any private roadways within this Project must be at least twenty (20) feet wide with appropriate limits for on-street parking. These access requirements shall be reviewed and approved by the City along with future subdivision plats and/or site plans.

10. Street Names and Roads. All streets within the Project shall comply with the Code with respect to street width, cross-slope, curb and gutter, sidewalks, planter strip width, street trees, number of lanes, lane widths, signed speed, parking and other requirements set forth in the Code. Notwithstanding the standards in the Code, the maximum grade of any road within the Project may not exceed 10%. All street names must be approved by the City prior to their dedication and public use.

11. Access Points. The Project contains one access from Highway 73 and one access from Mt. Airey Drive via Inverness Road. The location of the access points is indicated on Exhibit "B."

- A. Highway 73 Access. Developer shall be required to construct acceleration and deceleration lanes along Highway 73 to allow for right-in and right-out access to Highway 73. In addition, developer shall be required to construct a left turn lane in the middle of Highway 73 to allow left-in access from Highway 73. The Highway 73 access will not contain a left-out, and Developer shall post a no left turn sign to clearly indicate that left turns are not allowed. Developer shall be required to coordinate with City and the Utah Department of Transportation (UDOT) with respect to all dedicated improvements along Highway 73. The Highway 73 access shall be completed prior to the issuance of the fifteenth (15th) residential building permit within the Project.
- B. Mt. Airey Drive / Inverness Drive Access. Developer shall be required to construct all necessary improvements to Inverness Drive to access the Project from Mt. Airey Drive. The Mt. Airey Drive access shall be completed prior to the issuance of any residential building permit within the Project.

12. Utility Services and Infrastructure Improvements.

- A. On-Site Improvements. Developer shall be responsible for all on-site utilities for the Project, including, sewer, electric, gas, water, and storm drain. Due to the location of the Project, it is not anticipated that Developer will be required to upsize utilities or other infrastructure in excess of the capacity necessary for the Project in order to service other projects. A sewer lift station will be required for the northeast portion of the project. This sewer lift station will be required to provide a force main to a point of sufficient elevation to allow for a gravity feed into the existing sewer main on Ranches Parkway. Prior to issuance of any

subdivision plats for the Project, Developer shall submit to and receive approval from the City of an On-Site Utilities Concept Plan for the Project. In the event Developer is required to construct utilities or other infrastructure in excess of the capacity necessary to provide services to the Project, Developer may be entitled to reimbursement for the cost of the excess capacity. The City shall revise and amend the City Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Developer for the cost of excess capacity.

B. Off-Site Improvements. The City anticipates that the following off-site improvements will have to be constructed to service the Project:

- a. Water. The water system must provide a looped connection to the City system, including two points of connection.
- b. Sewer. City believes that enough capacity currently exists in the sewer line in Inverness Road to service the Project. The capacity shall be verified prior to any connection to the sewer line. Additional sewer may be required to accommodate a flow associated with a lift station which will be required for the northeast portion of the project.
- c. Electricity. None
- d. Gas. None.

13. Future Amendment of Capital Facilities Plan and Economic Impact Ordinance. The City's Capital Facilities Plan and Impact Fee Ordinance may need to be updated as future phases of this Project are submitted to the City for approval. Developer will reimburse the City for the legally permissible additional costs indicated by any properly performed future Economic Impact Analysis that is required as a result of this Project. Upon completion of the Economic Impact Analysis and proposed amendments to the City's Capital Facilities Plan and Impact Fee Ordinance, Developer shall have an opportunity to provide written comments to the proposed Capital Facilities Plan and Impact Fee Ordinance. City shall make such changes, if any, based on the comments of Developer. If Developer is not satisfied with the proposed amendments to the City's Capital Facilities Plan and Impact Fee Ordinance, Developer may terminate this Agreement. Upon termination of this Agreement, all future conditions, approvals and rights set forth in this Agreement shall terminate, but any approvals and permits which may have already been granted hereunder shall remain valid and shall not be deemed void.

14. Water Rights. Developer shall comply with the Code, as amended, related to providing water rights to the City for the Project, as is required for all projects within Eagle Mountain City.

15. Sprinkler Systems for Multifamily Units. Any multi-level condominium units in the Project will require indoor fire suppression sprinkler systems. Prior to approval of any building permit for any of these units, Developer shall submit to the City a plan

prepared by a qualified third-party contractor or consultant for the installation of the sprinkler system. Other housing units will be reviewed at time of submittal, and if required by the International Fire Code, may need to install an indoor fire suppression sprinkler system as well.

16. Withholding Approval Upon Default. The parties agree that the City shall not approve or record any subdivision in the Master Development area if Developer is in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the Project. In addition, the City may withhold approval of building permits to construct any building or structure within the Master Development area if Developer is not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

17. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend the Code to apply standards for development and construction generally applicable throughout the City. However, notwithstanding the foregoing, it is the intent of the parties to vest Developer with the specific land uses and development density defined specifically on the Land Use Map (Exhibit B) and as is otherwise provided herein, but such shall remain subject to the compliance by Developer with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

18. Impact Fees. Developer agrees to pay all lawfully required impact fees when such become due at the time of subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time.

19. Annual Review of Compliance. The parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement, City Development Standards and Schedules in this Master Development Agreement. It shall be an event of default if the Developer has failed to fund in a timely manner the roads, parks or other utility infrastructure facilities required by this Agreement or by the City Development Standards, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if the Owners or Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

20. Default Notice. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. Developer shall

be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that Developer is in default, the City Council may order that work in the Project be terminated until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

22. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the Code shall govern the procedures and standards for approval of each subdivision and public improvement.

23. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

24. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

25. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

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

27. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

28. Agreement to Run With the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Developer and all successors and assigns of any of the foregoing.

DATED this 10 day of September, 2009.

SCENIC MOUNTAIN PARTNERS, LLC

By: [Signature] [Signature]
Print Name: Matthew P. Steiner Scott
Its: Manager Kirkland
MANAGER

DATED this 10 day of Sept, 2009.

TRACY K. GIBBS

[Signature]

DATED this 2nd day of September, 2009

ATTEST:

EAGLE MOUNTAIN CITY

[Signature]
Fionnuala Kofoed, City Recorder

[Signature]
Heather Anne Jackson, Mayor



EXHIBIT A

Legal Description

Scenic Mountain Master Development Plan

Legal Description

Beginning at a point located North $89^{\circ}00'48''$ West along Section line 1849.57 feet and North 70.53 feet from the South quarter corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North $00^{\circ}15'58''$ East partially along the east boundary of Northmoor Subdivision Phase 1 a distance of 2090.17 feet; thence North $78^{\circ}12'25''$ East along State Road 73 a distance of 997.08 feet; thence North $78^{\circ}12'27''$ East along State Road 73 a distance of 664.93 feet; thence South $33^{\circ}57'46''$ West 2929.61 feet to the point of beginning.

Area = 38.995 Acres

EXHIBIT B

Land Use Map

EXHIBIT C-1

Conceptual Site Plans



Land Use Data

PLANNING AREA	LAND USE	AREA (Ac.)	DENSITY (DU/Ac.)	DU	RES. TIER	% OF AREA
P-1	MULTI-FAMILY - CONDOS	3.3	12.1	40	III	8%
P-2	MULTI-FAMILY - CONDOS	2.0	12.0	24	III	5%
P-3	MULTI-FAMILY - TOWNHOMES	3.4	13.2	45	IV	0%
P-4	MULTI-FAMILY - TOWNHOMES	3.8	15.8	60	IV	10%
P-5	MULTI-FAMILY - TWIN HOMES	5.2	9.8	52	III	12%
P-6	MULTI-FAMILY - CLUSTER HOMES	5.5	12.4	68	IV	14%
P-7	MULTI-FAMILY - TRIPLEXES	2.0	7.5	15	IV	5%
P-8	MULTI-FAMILY - CONDOS	2.8	21.4	60	IV	7%
SUBTOTAL RESIDENTIAL		28.0	11.9	364		71.8%
OS-1	COMMUNITY REC CENTER	1.2				3.1%
OS-2	OPEN SPACE	1.8				4.6%
OS-3	OPEN SPACE	0.3				0.8%
OS-4	OPEN SPACE	0.1				0.3%
OS-5	OPEN SPACE	0.1				0.3%
OS-6	OPEN SPACE	0.1				0.3%
OS-7	OPEN SPACE	1.1				2.8%
OS-8	OPEN SPACE	0.1				0.3%
OS-9	OPEN SPACE	0.1				0.3%
OS-10	OPEN SPACE	0.2				0.5%
OS-11	OPEN SPACE	1.0				2.6%
OS-12	NON QUALIFIED OPEN SPACE	0.9				2.3%
OS-13	NON QUALIFIED NATIVE OPEN SPACE	3.2				8.2%
	NON QUALIFIED RETENTION	0.2				0.5%
	NON QUALIFIED RETENTION	0.1				0.3%
	OPEN SPACE INSIDE P-2, P-4	0.5				1.3%
SUBTOTAL ALL PARKS & OPEN SPACE		11.0				28.2%
PARKS & OPEN SPACE (EXCLUDING UNBUILDABLE LANDS)		8.9				22.5%
SCENIC MOUNTAIN TOTAL		39.0	9.3	364		100.0%

*All numbers may not equal 100% due to rounding

Scenic Mountain Conceptual Site Plan

Scale: 1" = 100'
November 10, 2008





Land Use Data

PLANNING AREA	LAND USE	AREA (Ac.)	DENSITY (DU/Ac.)	DU	RES. TIER	% OF AREA
P-1	MULTIFAMILY - CONDOS	3.3	11.1	37	III	3%
P-2	MULTIFAMILY - CONDOS	4.0	12.0	48	III	3%
P-3	MULTIFAMILY - CONDOS	2.4	12.2	43	IV	3%
P-4	MULTIFAMILY - CONDOS	2.8	11.8	33	IV	3%
P-5	MULTIFAMILY - CONDOS	2.7	9.8	26	IV	3%
P-6	MULTIFAMILY - CONDOS	5.5	12.4	68	IV	11%
P-7	MULTIFAMILY - TRIPLEXES	2.5	7.5	19	IV	1%
P-8	MULTIFAMILY - TRIPLEXES	2.8	21.4	59	IV	3%
SUBTOTAL RESIDENTIAL						
CG-1	COMMUNITY REC CENTER	1.7				3%
CG-2	OPEN SPACE	1.8				4%
CG-3	OPEN SPACE	0.2				0%
CG-4	OPEN SPACE	0.1				0%
CG-5	OPEN SPACE	0.1				0%
CG-6	OPEN SPACE	0.1				0%
CG-7	OPEN SPACE	1.1				2%
CG-8	OPEN SPACE	0.1				0%
CG-9	OPEN SPACE	0.1				0%
CG-10	OPEN SPACE	0.2				0%
CG-11	OPEN SPACE	1.0				2%
CG-12	HIGH QUALITY NATIVE OPEN SPACE	0.9				2%
CG-13	HIGH QUALITY NATIVE OPEN SPACE	3.2				7%
	MULTI-COLOUR RESTORATION	0.2				0%
	TRIPLEXES RESTORATION	0.1				0%
	OPEN SPACE - DESIGN P-1 & P-4	0.5				1%
SUBTOTAL PARKS & OPEN SPACE						
		11.6				26%
PARKS & OPEN SPACE EXCLUDING UNDEVELOPABLE LANDS		4.8				10%
SCENIC MOUNTAIN TOTAL		29.6	9.3	264		100.0%

*DU numbers may not equal 100% due to rounding

Scenic Mountain

Conceptual Site Plan



Scale: 1" = 10'
November 10, 2009



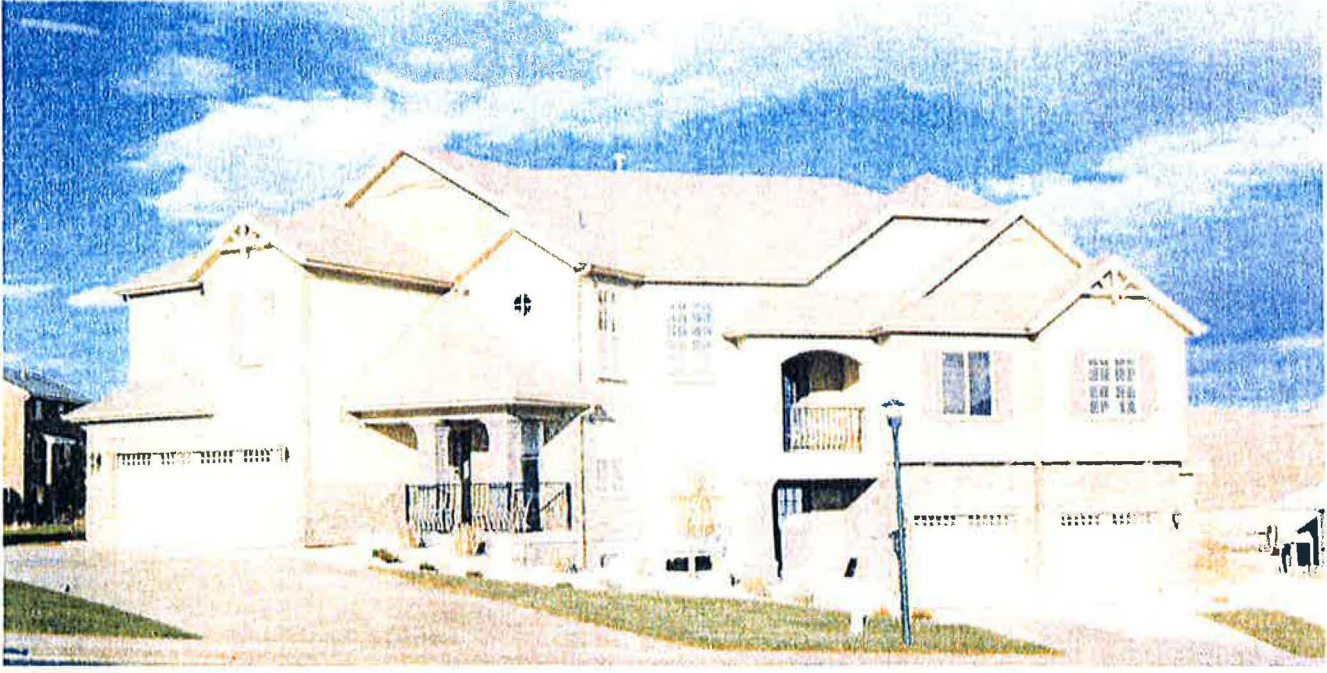
EXHIBIT C-2

Architectural Renderings

2 Unit Patio Home



2 Unit Town Home



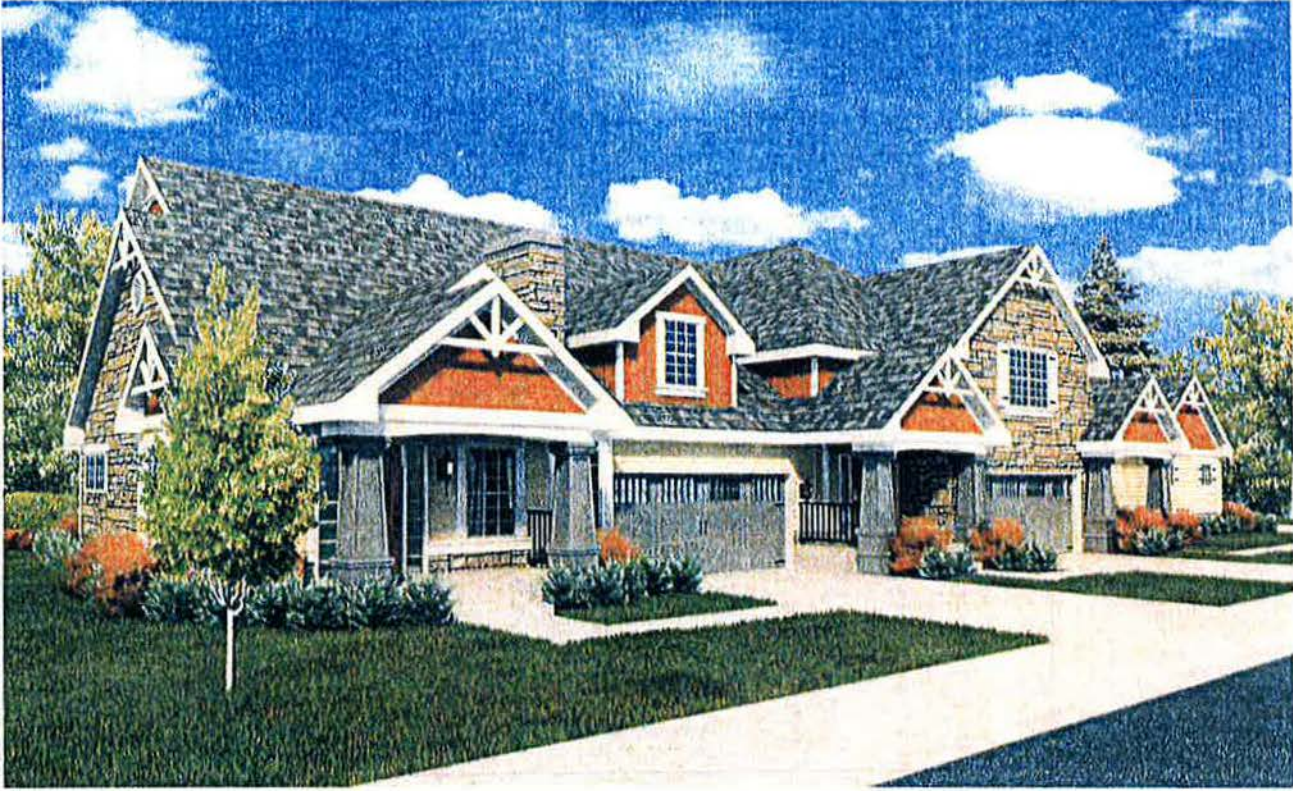
2 Unit Twin Home



3 Unit Mansion Condo



3 Unit Patio Home



5 Unit Mansion Condo

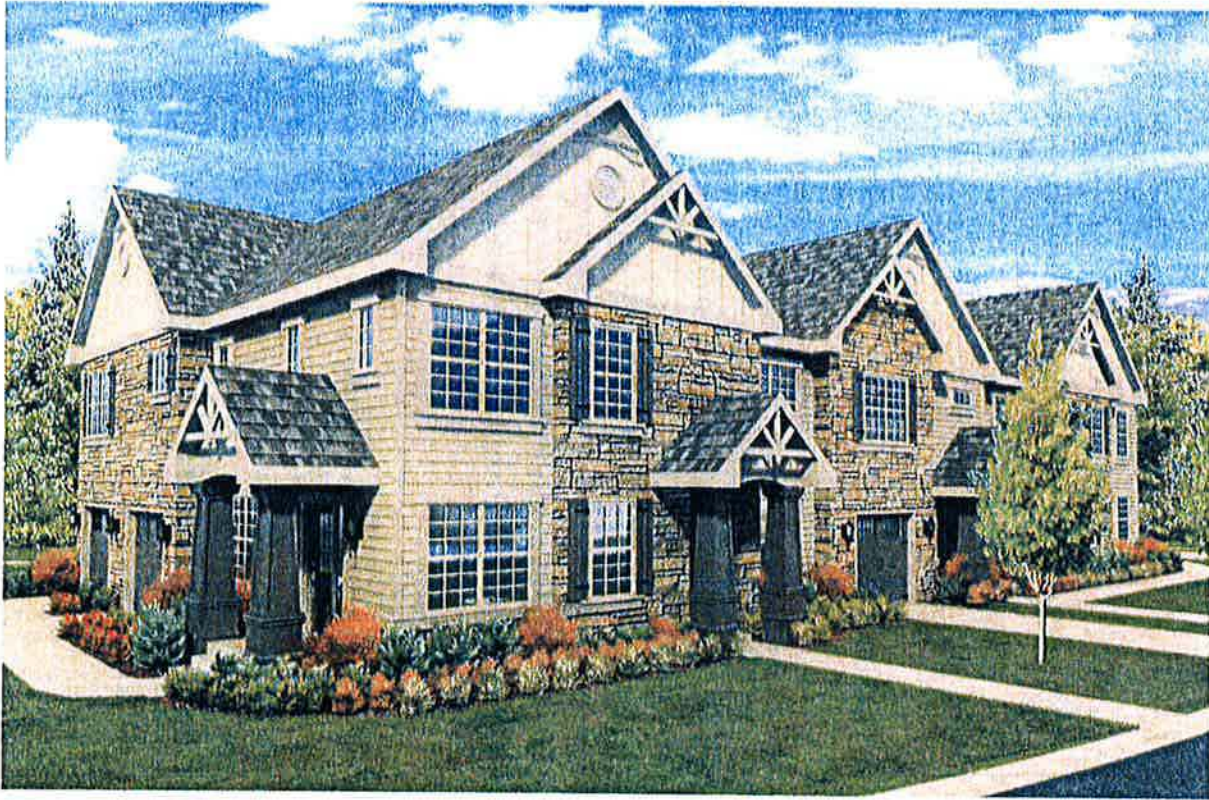


EXHIBIT D

Municipal Code Chapter 17.30 Residential Bonus Density

Chapter 17.30 RESIDENTIAL ZONE BONUS DENSITY ENTITLEMENTS

Sections:

- 17.30.010 What this chapter does.
- 17.30.020 Purpose and objective.
- 17.30.030 Structure of bonus density entitlements.
- 17.30.040 Optional detailed bonus density vesting arrangements.
- 17.30.050 Application.
- 17.30.060 Bonus density criteria.
- 17.30.070 Tier I residential bonus density entitlements (required).
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17.30.010 What this chapter does.

This chapter establishes the provisions and processes for the granting of bonus density to subdivisions and master development plans. [Ord. O-24-2008 § 2 (Exh. A § 6.1); Ord. O-27-2006 § 2 (Exh. A § 6.1); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.1)].

17.30.020 Purpose and objective.

The purpose and objective of this chapter is to identify the improvements, facilities, and amenities necessary to accommodate the demands of a higher density development and to provide developers with incentives to contribute necessary amenities and development upgrades that benefit city residents. This chapter is intended to allow maximum flexibility so as to foster creativity and innovation in development and to allow developers to respond to market demands. It is also the objective of this chapter to facilitate projects that will have a variety of housing types and attractive neighborhoods. [Ord. O-24-2008 § 2 (Exh. A § 6.2); Ord. O-27-2006 § 2 (Exh. A § 6.2); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.2)].

17.30.030 Structure of bonus density entitlements.

Bonus density entitlements, or increases in the number of residential units a developer is entitled to build on an acre (above the 0.8 residential dwelling units per acre base density of the residential zone), shall be permitted when a project provides additional improvements and amenities as outlined in this chapter. Bonus density entitlements are structured in tiers and are cumulative. The requirements of each tier must be met before bonus density from the next tier may be awarded. All bonus density entitlements granted by the city council are density maximums. It is the responsibility of the developer to demonstrate that a parcel designated for higher densities can accommodate the requested densities in compliance with all of the generally applicable requirements of this title and EMMC Title 16. All bonus density entitlements are subject to the applicable standards and limitations of this code, including EMMC 16.40.090, restricting construction and impermeable surfaces on sloped land. Bonus density will not be granted when the proposed improvement, facility, or amenity is an otherwise required improvement for a land use as found in

this title and EMMC Title 16.

A. Density for Master Development Plans. Master development plans will be approved with bonus density ceilings in compliance with Tables 17.30.110(a) through (d), and will be formalized in a master development agreement. The specific improvements, facilities, and amenities shall be identified and agreed to during the master development plan approval process. The master development agreement will specify the improvements, facilities, and amenities to be funded and/or constructed within the development density areas throughout the development, in exchange for increased density entitlements. All development projects of 160 acres or more or those which propose any Tier III or Tier IV residential project shall have an approved master development plan. Smaller development projects may also participate in the master development plan process. Once a master development plan is approved, additional bonus densities are no longer available for the project.

B. Density for Preliminary Plats. Tier I and Tier II projects less than 160 acres may be developed through the preliminary plat process. Preliminary plats will be approved with bonus density ceilings in compliance with Tables 17.30.110(a) through (d), and will be formalized in a development agreement. The specific improvements, facilities, and amenities shall be identified and agreed to during the preliminary plat approval process. The development agreement will specify the improvements, facilities, and amenities to be funded and/or constructed within the development density areas throughout the development, in exchange for increased density entitlements. Once a preliminary plat is approved, additional bonus densities are no longer available for the project.

C. Density for Tier I and Tier II Residential Developments. All developments that have project densities greater than the base density residential 0.8 dwelling units per acre shall be developed with the improvements and amenities required to comply with the increased density entitlements. Table 17.30.110(a), Tier I Residential Bonus Density Entitlements (Required), and Table 17.30.110(b), Tier II Residential Bonus Density Entitlements (Optional), summarize the amenities for which bonus densities will be granted in Tier I and Tier II residential developments, respectively. The developer shall identify the specific improvements and amenities for the development project and the bonus density entitlement thereby earned with submission of a master development plan, and again with the submission of a preliminary plat application if the area's density exceeds the overall master development plan density. Approval is granted by the city council upon recommendation by the planning commission. Improvements and amenities shall be enumerated in a development agreement, which provides for bonding of all improvements and shall be approved by the city council.

D. Density for Tier III and Tier IV Residential Developments. All multifamily dwellings and other developments that have project densities between 5.21 and 22.7 dwelling units per acre shall be proposed in a master development plan. Table 17.30.110(c), Tier III Residential Bonus Density Entitlements (Required), and Table 17.30.110(d), Tier IV Residential Bonus Density Entitlements (Optional), summarize the amenities for which bonus densities will be granted in Tier III and Tier IV residential developments, respectively. All improvements and amenities listed on Tables 17.30.110(c) and (d) shall be developed within the boundaries of the project. The developer shall identify the specific improvements and amenities for the development project and the bonus density entitlement thereby earned with submission of a master development plan, and again with the submission of a preliminary plat application if the area's density exceeds the overall master development plan density. Approval is granted by the city council upon

recommendation by the planning commission. Improvements and amenities shall be enumerated in a development agreement, which provides for bonding of all improvements and shall be approved by the city council. [Ord. O-24-2008 § 2 (Exh. A § 6.3); Ord. O-27-2006 § 2 (Exh. A § 6.3); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.3)].

17.30.040 Optional detailed bonus density vesting arrangements.

A developer or master developer may submit a plan specifying a bonus density arrangement within development density area(s), which indicates where more and less dense development will be located and demonstrating how the various densities average out to comply with the overall density entitlement within a development density area. Such a plan shall be submitted graphically with a map showing the outlines of the land to be built with various densities. If this option is exercised, and the bonus density arrangement is approved, then the developer and the city become bound by the terms of the arrangement and density within the development area is vested according to the approved arrangement. Any subsequent change in the density arrangement would require an amendment to the master development plan. Once a master development plan is approved, additional bonus densities are no longer available for the project. [Ord. O-24-2008 § 2 (Exh. A § 6.4); Ord. O-27-2006 § 2 (Exh. A § 6.4); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.4)].

17.30.050 Application.

The property owner or an authorized agent shall make application for bonus density on forms created by the planning director. Completed bonus density application forms shall be submitted as part of a master development plan application or preliminary plat application (when not processed previously as part of a master development plan). No bonus density application shall be processed without the submission of the completed application and supporting materials as required by this chapter. The fee to process the bonus density application is included in the preliminary plat or master development plan processes. Incomplete applications shall not be processed under any circumstance.

A. Supporting Materials. Bonus density applications shall be submitted with supporting materials outlined in EMMC 17.30.060, Bonus density criteria. The supporting materials shall be as clear and concise as feasible when explaining future improvements. The supporting materials explaining the improvements and amenities that are being proposed for bonus density shall include, but not be limited to, plans, drawings, and cost estimates. An appropriate licensed professional shall prepare supporting materials when required by this chapter. [Ord. O-24-2008 § 2 (Exh. A § 6.5); Ord. O-27-2006 § 2 (Exh. A § 6.5); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.5)].

17.30.060 Bonus density criteria.

The improvements, facilities, and amenities listed in this section are available as improvements for which bonus density shall be granted by the planning commission and city council. Accordingly, the granting of bonus density for projects shall not be done in an arbitrary manner; projects that propose improvements that are consistent with the criteria set forth in this chapter shall be eligible for bonus density. The burden to demonstrate compliance with the criteria is upon the applicant. It shall be the role of the staff, planning commission, and city council to determine substantial compliance with the criteria. Notwithstanding these provisions the applicant may propose, and the planning commission may recommend to the city council, awarding density when a proposal diverges from the general criteria but an equivalent value to the city and its residents can be demonstrated. Upon receipt of this recommendation,

the city council may exercise its discretionary powers associated with entering into agreements and award density once it has been determined that the proposed improvement, facility, amenity, or payment is within the public's interest. [Ord. O-24-2008 § 2 (Exh. A § 6.6); Ord. O-27-2006 § 2 (Exh. A § 6.6); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.6)].

17.30.070 Tier I residential bonus density entitlements (required).

Participation in Tier I entitles a developer to a bonus density increase of 0.8 units per acre in addition to the 0.8 base density within the development density area. Developers desiring this bonus density entitlement are required to fulfill the following obligations: (1) fund, construct or otherwise give value equaling \$2,000 per acre of buildable land, covered by the bonus density entitlement, toward completion of amenities with a community-wide benefit, described in this chapter and identified on Table 17.30.110(a) as Tier I amenities; (2) dedicate to the city as open space, and improve into parks or trails, four percent of the buildable land covered by the bonus density entitlement; (3) provide landscaped entryways and monument signage; (4) provide a professionally developed and stamped land plan, which provides for compatibility and buffering between uses and densities, creates and shows central features (including parks and open space), arranges lots around central features, and incorporates curvilinear streets into the development layout; and (5) enter into a development agreement with the city setting forth the obligations and vesting that flow between the city and the developer relating to the proposed development on land covered by the bonus density entitlement.

A. Fund or Construct Community Improvement. The developer may contribute the value toward community amenities by constructing the amenity or providing an element toward the completion of an amenity, by dedicating land or water rights to the city for such amenities at fair market value or by contributing a fee of \$2,000 per acre of buildable land by paying a fee in lieu of dedicating or constructing, or by a combination of these methods. This fee is due at recordation of the plat with which it is associated. Amenities in Tier I include regional parks and public buildings. The city will determine the Tier I amenities that will be created with the developer contribution based on the priority of the community's needs and the suitability of each development to accommodate such an amenity. All Tier I amenities shall be constructed in a location that will serve the residents of the proposed development.

1. Regional Park Description and Purpose. Completed regional parks are improved tracts of land that are 30 to 50 acres in size. The purpose of regional parks is to provide recreational benefits sufficient to meet the needs of 20,500 residents or 5,000 dwelling units. Regional parks are intended to provide adequate facilities for organized sports and recreational activities as outlined in the city's capital facilities and parks plans. Regional parks are to be centrally located with good automobile and pedestrian access.

2. Improvements. Regional parks shall comply with the adopted standards of the park and recreational plan. Regional parks will include at a minimum the following: land, water rights, baseball and/or softball diamonds, soccer/football fields, concession areas, restroom facilities, parking areas, pedestrian walkways and trails, lighting, landscaping with irrigation systems, turf, trees, shrubs, and landscaping.

3. Public Buildings Description and Purpose. Public buildings include all improvements associated with the construction of the following types of buildings: fire stations, public works buildings, libraries, city administration offices, amphitheaters, stadiums, and community/recreation centers. These buildings will improve the level of services to residents in and around the development project. Providing a

completed, builder-constructed amenity to the city requires that the amenity be completed in compliance with all published and approved standards and schedules for the type of improvement or construction and in accordance with a completion schedule as set forth in the development agreement.

4. Completion. A completion schedule for amenities to be improved by the developer, or for transfers of land, or any other timing of contributions toward community amenities shall be defined in each development agreement.

B. Open Space. The developer shall configure four percent of the project's buildable land to be dedicated as improved open space. The planning commission may recommend and the city council may approve that open space requirements are satisfied by the developer paying a fee in lieu. The city engineer will recommend the fee for the city council to approve. Parks and trails must be improved as required by the standards set forth in Chapter 16.35 EMMC.

C. Landscaped Entryways and Monument Signage. Entryways to projects and subdivisions shall be landscaped and shall include a monument entry sign as part of the Tier I required improvements. The purpose of these improvements is to create a unique identity for subdivisions through signage or a notable landmark, to help people find subdivisions, and to create a gateway into the subdivision or project. Landscaped entryways shall not be counted towards the improved open space requirement.

1. Improvements. A landscaped entryway with a monument sign shall be located at each entry to the development or subdivision. There shall be a prominent monument at the principal entry to the development that may consist of a water feature, sculpture, or monument sign that bears the name of the project. Entryway landscaping shall be designed and stamped by a licensed landscape architect. The approved plan shall have an irrigation system adequate to support the plantings selected, which may include drought-tolerant plants and native rock. The landscape architect shall select a variety of species that have color, blossoms, and foliage throughout the seasons. The ongoing maintenance of the landscaped entryway shall be by a homeowners' association organized and authorized to conduct such maintenance.

2. Completion. The construction of the landscaped entryway and monument shall be completed before the first certificate of occupancy is issued in the subdivision. The landscaped entryway and monument shall be bonded for with the subdivision improvements.

3. Supporting Materials. Landscaped entryway and monument plans (including elevations).

4. Evaluation. Monument signage shall not be governed by Chapter 17.80 EMMC but shall be approved by the city council upon receiving a recommendation from the planning commission prior to the development agreement being executed.

D. Valuation of Land Involved in Tier I Transactions. In the event the city and developer agree that value toward community amenities will be contributed in the form of a land dedication to the city, the value of the land for purposes of bonus density entitlements is the appraised value at the time of bonus density vesting. In the event of a land sale to the city for a community amenity, the city will pay that appraised amount at vesting for the desired acreage. In the event of a dedication of land to the city, the developer will receive credit towards the per acre contribution up to that appraised amount. The city and the developer may agree to satisfy all or part of the Tier I contribution of value with dedication of land. Land offered to the city by developers for the purposes of this section may be located outside the land proposed for development, but community amenities constructed on the land must serve the

development in which bonus density is vested. For example, a developer might purchase land for a fire station not within the proposed development benefiting from the bonus density entitlement, but the fire station would have to be within a service area that would service the vested land. [Ord. O-24-2008 § 2 (Exh. A § 6.7); Ord. O-27-2006 § 2 (Exh. A § 6.7); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.7)].

17.30.080 Tier II residential bonus density entitlements (optional).

Developers who have participated in the Tier I bonus density entitlement, and thereby achieved an overall density of 1.6 units per acre, may participate in Tier II to earn additional density entitlements. Tier II consists of development improvements that are designed to offer an upgraded residential product to city residents. Developers may choose from one or more of these options to increase the overall density of the proposed subdivision or master plan. Tier II density requires eight percent of the project's buildable land to be dedicated to the city as improved open space. The planning commission may recommend and the city council may approve that open space requirements are satisfied by the developer paying a fee in lieu. The city engineer will recommend the fee for the city council to approve. Parks and trails shall be improved as required by the standards set forth in Chapter 16.35 EMMC.

A. Architectural and Landscape Design Guidelines, Covenants, Conditions and Restrictions, and Design Review Committee. Development density areas participating in the professionally prepared architectural design guidelines option shall be eligible for a bonus density of an additional one-half dwelling unit per acre.

1. Description and Purpose. Professionally prepared architectural and landscape design guidelines shall identify elements of design, construction, layout or premium features that enhance the residential experience. Professionally prepared design guidelines are expected to establish a coherent design concept and standards to be consistently applied throughout a project. The developer shall record covenants, conditions and restrictions (CC&Rs) reciting the architectural and landscape design guidelines and requiring compliance with the guidelines by future property owners. The CC&Rs shall also establish a private regulatory board such as an architectural review committee that reviews and approves site plans, building plans, landscaping plans, and subdivision plans prior to approval by the city. The private regulatory board shall be responsible for compliance with their architectural and landscape design guidelines.

2. Requirements and Standards. A licensed architect and landscape architect shall prepare and stamp the architectural and landscape design guidelines. Architectural and landscape design guidelines shall establish a design concept and specific elements that are explicit and binding upon the project. The text of the guidelines shall have regulatory language such as "shall" for requirements. The design guidelines shall have diagrams and typical standards that illustrate the design theme. Bonus density entitlements are subject to review and recommendation by the planning commission and final approval by the city council. Each body may negotiate changes in architectural and landscape guidelines with the developer before granting this bonus density entitlement.

3. Completion. Professionally prepared design guidelines shall be prepared and approved prior to bonus density entitlement vesting in a master development plan agreement or a preliminary plat approval.

4. Supporting Materials. Professionally prepared design guidelines (prepared by a licensed architect and landscape architect) and a template of the covenants, conditions, and restrictions to be recorded with future subdivisions shall be submitted with the bonus density application.

5. Evaluation. Professionally prepared design guidelines shall be approved by the city council upon receiving a recommendation from the planning commission prior to the development agreement being executed. Upon review and approval, these guidelines shall be made an exhibit to the development agreement granting a bonus density entitlement. The bonus density offered for architectural and landscape design guidelines, covenants, conditions and restrictions, and design review committee is set to require an additional cost of roughly \$40,000 to \$60,000.

B. Street Trees, Enlarged Park Strips, Fencing, and Street Signposts. Development density areas participating in the street trees, enlarged park strips, fencing, and street signposts option shall be eligible for an additional 0.7 dwelling unit per acre bonus density entitlement.

1. Description and Purpose. Developers may participate in Eagle Mountain City's effort to plant trees in residential areas. A significant component of this effort is the planting of street trees in park strips along road rights-of-way (ROW). The purposes of street trees are to mitigate winds, create shade, and improve the streetscapes of neighborhoods. Participation in this bonus density entitlement requires the developer to install enlarged park strips along roads that require curb and gutter and are within the development density area covered by the bonus density entitlement. Any fees associated with this option shall be made when 50 percent of building permits in the development project or phase have been issued. Decorative open space fencing and street signposts may be installed throughout a development. The purpose of such fencing is to create a consistent design concept throughout the development. The decorative fencing is intended to create an improved streetscape and to create a visual and limited physical barrier that directs ingress and egress from parks, trails, open space and other community features to safe entry and exit points. Signposts are to be constructed with upgraded materials (not typical metal posts) and are intended to create an improved streetscape.

2. Improvements. In all development density areas participating in the street tree bonus density entitlement, the park strip width shall be increased from the city's standard of five feet to a minimum width of six feet along all rights-of-way that require curb, gutter and sidewalk. This is required to accommodate trees' roots at maturity and thereby protect curb, gutter, sidewalk and road from root damage. The developer shall also install a sleeve large enough to accommodate one one-inch irrigation pipe under the sidewalk in front of each residential lot at a location that will allow for irrigation pipe to be easily run from the water meter into the park strip. The location of the sleeve shall be indicated by mark in the concrete on each side of the sidewalk. The sidewalk, curb, and gutter will be under warranty with the subdivision improvements.

Decorative fencing shall include, but not be limited to, materials such as cedar (or other durable or treated wood), vinyl, and masonry, and should be of consistent type and color throughout the development or subdivision. The surrounding uses and building materials may indicate, in part, the type of fencing materials. Decorative fencing (not privacy fencing) shall be installed around all dedicated and nondedicated open spaces, unbuildable lands, and parks, with periodic breaks in the fence to allow convenient and safe public access to these spaces. Decorative fencing shall be of such design as to not interfere with the view into or out of the open space it serves. Maintenance of decorative fencing shall be the responsibility of the homeowners' association organized and empowered for such a purpose. Street signposts shall be constructed from upgraded materials (not metal posts).

3. Completion. Enlarged park strips shall be constructed with the subdivision

improvements. The city will determine the species of trees suited for planting and the appropriate location for planting of trees. The city will arrange for purchase and planting of the trees (and for the installation of irrigation when necessary). The city, at its discretion, shall install trees. Park strip tree planting may be done at the time a lot is landscaped or at any time when adequate irrigation is assured and when seasonal considerations permit. There is no guarantee or suggestion that any particular lot will or will not have a street tree or trees.

Street signs and decorative fencing shall be installed with the subdivision improvements, unless such fencing would interfere with completion of other construction, in which case decorative fencing shall be installed at the earliest time it would not so interfere.

4. Supporting Materials. Developers participating in this bonus density entitlement opportunity will show the required widened park strips on all plat submissions, for planning commission review and recommendation and for city council approval, and shall thereby be made part of the development agreement.

Fencing and street post typical drawings prepared and stamped by the appropriate professionals, along with an improvement estimate, shall be submitted with the bonus density application.

A template of the covenants, conditions, and restrictions to be recorded on the property shall also be submitted. The CC&Rs shall provide for a homeowners' association that can perform entryway maintenance, shall specify decorative fencing types and shall set forth a schedule for installation of street signposts.

5. Evaluation. Street trees, enlarged park strips, decorative fencing and upgraded street signposts shall be approved by the city council upon receiving a recommendation from the planning commission prior to the development agreement being executed. Developers shall pay a fee to cover the purchase and planting of the trees in the amount of \$600.00 per residential unit contained within the development density area covered by this bonus density option. Upon review and approval, these guidelines shall be made an exhibit to the development agreement documents granting bonus density entitlements.

C. Masonry Materials. Use of masonry material on building exteriors shall make a project eligible for an additional one unit per acre bonus density entitlement increase.

1. Description and Purpose. Masonry materials include rock, stucco, and brick, and are intended to add an upgraded architectural feature to buildings within the project.

2. Improvements. To qualify for masonry materials bonus density, 75 percent of the exterior materials for residential structures shall be masonry materials, including accessory buildings such as garages. For the purposes of this section, masonry materials are rock, stucco, and brick.

3. Completion. The use of masonry materials shall occur with the construction of each phase of the development.

4. Submittal. This requirement shall be defined in the project's development agreement and CC&Rs.

5. Evaluation. The planning commission and city council shall review and approve the masonry materials during the preliminary plat review process.

D. Residential Lot Landscaping. Development density areas participating in the residential lot landscaping option shall be eligible for up to an additional one and one-half dwelling units per acre bonus density entitlement within the area.

1. Description and Purpose. Residential lot landscaping includes sod or successful hydroseed, irrigation, and planting of required trees on residential lots. The intent of residential lot landscaping is to improve the streetscape and reduce

storm water runoff and erosion onto adjacent properties or into the storm drainage system.

2. Improvements. Residential full lot landscaping includes landscape improvements on the lot area (with priority being given to landscaping in the front yard first, then side yards, and then rear yards) that is not developed with a structure, driveway, and/or sidewalk. Front and side yard landscaping vests the project with a bonus density entitlement of one unit per acre. Rear yard landscaping vests the project with an additional one-half unit per acre bonus density entitlement. Specifically, these landscape improvements shall include, but are not limited to, sod (or successful hydroseed), required trees, and irrigation systems. Xeriscaping shall not be allowed unless a licensed landscape architect designs the landscape plan to prevent harmful runoff and erosion. Xeriscaping shall in no case cover more than 75 percent of landscaped area.

3. Completion. Lot landscaping improvements shall be constructed prior to occupancy of each home within the subdivision. The builder shall post a \$4,000 bond per unit for lot landscaping. In cases of inclement weather, landscaping shall be completed no later than six months after the issuance of a certificate of occupancy.

4. Supporting Materials. Typical landscaping plans shall be prepared and stamped by a landscape architect along with an improvement estimate which shall also be submitted. The final landscape plan shall be submitted with the building permit.

5. Evaluation. Typical landscaping plans shall be approved by the city council upon receiving a recommendation from the planning commission prior to the development agreement being executed.

E. Recreational Amenities. Development density areas participating in the recreational amenities option are entitled to an additional 0.1 to 0.6 dwelling unit per acre bonus density entitlement within the development density area, depending upon the amenity chosen.

1. Description and Purpose. Recreational amenities may include volleyball courts, tennis courts, baseball or softball backstops and fields, skate parks, pavilions or other recreational amenities, and restroom facilities at the location of such amenities in public parks, dedicated open spaces or on unbuildable lands.

The purpose of these amenities is to improve the residential experience by providing accessible recreational facilities, thereby increasing recreational opportunities for residents, and to enhance the value of homes within the development density area covered by this bonus density entitlement.

2. Improvements. Developer-installed recreational amenities may include basketball courts, volleyball courts, tennis courts, baseball or softball backstops and fields, skate parks, pavilions, fitness trails, etc., along with supporting restroom facilities or other necessary service facilities above and beyond those amenities otherwise required for improved parks and trails. Recreational amenities may be constructed in improved or landscaped areas such as along trailways, open spaces, or neighborhood parks. Recreational amenities may also be placed on unbuildable lands. Amenities on unbuildable lands shall include adequate pedestrian access. All recreational amenities shall include facilities to fully utilize the amenity (including restrooms and drinking fountains) and shall be designed to minimize overall maintenance and operation costs. The developer may dedicate unbuildable lands containing amenities to the city or may retain ownership. If a developer desires to dedicate unbuildable land containing developer-installed recreational amenities to the city, the city will accept the land but the developer will receive credit towards this bonus density entitlement only for the value of the improvements that make up the

amenity, not the value of the unbuildable land dedicated to the city.

3. Completion. Recreational amenities construction shall commence upon 50 percent of the building permits being issued in the project or the phase containing the amenity and shall be completed upon 75 percent of building permits being issued for the project or phase. Notwithstanding this schedule, the city may require the improvements to be constructed at an earlier time based on the size of the development if specified in the development agreement.

4. Supporting Materials. The site plan and elevations, as applicable, of the improvements shall be prepared by the appropriate licensed professional along with an improvement estimate which shall also be submitted with the bonus density application. Large construction plans prepared by the appropriate licensed professional shall be prepared prior to the construction of these improvements.

5. Evaluation. Recreational amenities shall be approved by the city council upon receiving a recommendation from the planning commission, prior to the development agreement being executed. Upon review and approval, the site plan and improvement estimates shall be made an exhibit to the development agreement granting bonus density. Recreational amenities are estimated to constitute an additional \$10,000 to \$100,000. [Ord. O-24-2008 § 2 (Exh. A § 6.8); Ord. O-27-2006 § 2 (Exh. A § 6.8); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.8)].

17.30.090 Tier III residential bonus density entitlements (required).

A development is designated Tier III residential when the project density is between 5.2 and 12.2 dwelling units per acre. Participants in Tier III residential bonus density entitlements shall receive an additional seven units per acre. All Tier III residential developments are required to provide the Tier III clubhouse. Tier III residential developments of more than 150 per pod shall include a swimming pool in addition to the clubhouse facility. The maximum number of units in a single Tier III development is 250.

A. Improved Open Space. In addition to the required Tier II improved open space of eight percent of the total buildable land, 10 percent of the Tier III development area is required as improved open space. This open space (10 percent) is to be located within walking distance of all Tier III dwelling units. See EMMC 17.30.120 for example open space calculations.

B. Clubhouse.

1. Description and Purpose. A clubhouse that is centrally located in the development is intended to provide a recreational and social amenity to residents. No clubhouse shall serve more than 250 residential units. Multifamily developments may therefore require multiple clubhouses.

2. Improvements. A clubhouse shall be constructed at a minimum of 1,200 square feet in size. The clubhouse shall include food serving facilities, large gathering areas suited to community meetings and events and restroom facilities. The clubhouse shall be constructed from upgraded materials as compared to those typically used for residential structures in the development. The clubhouse shall be adjacent to the pool. To fulfill the required Tier III amenity assessment, developers may include and install in the clubhouse any amenities they determine will be of greatest use to the residents and will add greatest value to their development. These amenities may include exercise equipment, facilities to accommodate the arts, multimedia equipment, upgraded food preparation or service facilities, outdoor facilities including sport courts and tot lots adjacent to the clubhouse.

3. Completion. The construction of the clubhouse shall commence no later than upon the sale of 10 percent of number of units at project buildout. The

clubhouse shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

4. Submittal. Clubhouse elevations and a floor plan stamped by a licensed architect along with an improvement estimate shall be submitted.

5. Evaluation. The planning commission and city council shall review and approve the clubhouse structure during the site plan review process. Tier III amenity improvements shall constitute no less than an additional \$1,000 dollars per unit cost.

C. Swimming Pool.

1. Description and Purpose. An in-ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. No pool shall serve more than 250 units; multifamily developments may therefore require multiple pools.

2. Improvements. An in-ground swimming pool that is a minimum of 1,000 square feet in size, as well as other approved water recreation facilities. Depending upon the number of units in the project, the planning commission may recommend that the size requirement of the pool be adjusted so that it accommodates 35 percent of the residents in the pool at any given time. A non-sight-obscuring fence shall surround the pool and other provisions contained in the supplementary land use regulations of this title. A concrete patio and patio furniture shall surround the swimming pool.

3. Completion. The construction of the pool shall commence no later than upon the sale of 10 percent of number of units at project buildout. The swimming pool shall be completed by the time 50 percent of units in project or phase have been sold. The swimming pool shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

4. Submittal. The swimming pool facility plans stamped by the appropriate professionals along with an improvement estimate shall be submitted.

5. Evaluation. The planning commission and city council shall review and approve the swimming pool facility during the site plan review process. Tier III amenity improvements shall constitute no less than an additional \$1,000 per unit cost. [Ord. O-24-2008 § 2 (Exh. A § 6.9); Ord. O-27-2006 § 2 (Exh. A § 6.9); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.9)].

17.30.100 Tier IV residential bonus density entitlements (optional).

Tier IV residential developments may choose to qualify for additional bonus density entitlements for the following improvements, features and upgrades. Tier IV options (listed in Table 17.30.110(d)) are available only to developments that have fulfilled required Tier I, II and III project amenity improvements for bonus density entitlement. Tier IV projects may be developed in pods of no more than 250 units served by one clubhouse and buffered from other residential or commercial uses, including other multifamily pods, as required by this title.

A. Improved Open Space. In addition to the required Tier II improved open space of eight percent of the total buildable land, 10 percent of the Tier III and IV development area is required as improved open space. This open space (10 percent) is to be located not greater than 1,320 feet (one-fourth mile) from all Tier III and IV dwelling units. See EMMC 17.30.120 for example open space calculations.

B. Covered Parking. Covered parking shall be eligible for a one and one-half unit bonus density increase above the base density.

1. Description and Purpose. An assigned covered parking stall per unit shall be located in close proximity to the dwelling. Covered parking stalls are meant to

provide convenient off-street parking stalls for the residents.

2. Improvements. One covered parking stall shall be required for each unit.

The parking structure shall completely cover the city's standard parking stall dimension of nine feet by 20 feet. The parking structure shall be constructed of colors that are of similar quality to the residential structures in the project.

3. Completion. The construction of covered parking for each unit shall occur with the construction of each phase of the development. The covered parking shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

4. Submittal. The covered parking stall structure, including elevations, improvement estimates, and construction plans stamped by a licensed engineer, shall be submitted.

5. Evaluation. The planning commission and city council shall review and approve covered parking structures during the site plan review process.

C. Garages. Garages providing space for parking one car per residential unit shall be eligible for an additional three and one-half units per acre bonus density entitlement increase.

1. Description and Purpose. One garage parking space per unit shall be located in close proximity to the dwelling and is intended to provide convenient and secure off-street parking for the residents.

2. Improvements. One parking stall per unit shall be in an enclosed garage. A separate single garage may be constructed for each unit or a common enclosed garage to accommodate all units in a building may be constructed. The garage doors shall be automated. Other entrances shall be accessed by key. Enclosed garages may be either detached or attached to the residential structure. Garage doors on separate, single-car garages serving one unit shall have a minimum garage door opening width of 10 feet and seven feet in height. The depth of single-car garages shall be 20 feet. Common enclosed garages provided to accommodate multiple units shall offer stalls that comply with other city-wide parking standards.

3. Completion. The construction of garage parking for each unit shall occur with the construction of each phase of the development. The garage parking shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

4. Submittal. The garage elevations, improvement estimates, and construction plans stamped by a licensed engineer shall be submitted.

5. Evaluation. The planning commission and city council shall review and approve garage parking structures during the site plan review process.

D. Masonry Materials. Use of masonry material on building exteriors shall make a project eligible for an additional three and one-half units per acre bonus density entitlement increase.

1. Description and Purpose. Masonry materials include rock, stucco, and brick and are intended to add an upgraded architectural feature to buildings within the project.

2. Improvements. To qualify for masonry materials bonus density, 75 percent of the exterior materials for multifamily structures shall be masonry materials, including all accessory buildings such as garages and a clubhouse. For the purposes of this section, masonry materials are rock, stucco, and brick.

3. Completion. The use of masonry materials shall occur with the construction of each phase of the development.

4. Submittal. All building elevations, showing the masonry materials and stamped by a licensed architect, shall be submitted.

5. Evaluation. The planning commission and city council shall review and approve the masonry materials and elevations during the site plan review process.

E. Storage Units. Provision of individual storage units for each residential unit in a multifamily development shall be eligible for an additional three and one-half units per acre bonus density entitlement increase.

1. Description and Purpose. Secured storage units are intended to provide residents with a space to secure personal items.

2. Improvements. A secured storage unit with no less than 100 square feet of contiguous floor area shall be provided for each unit. The storage units may be incorporated into garages or covered parking; provided, that it meets the requirement of 100 square feet of contiguous floor area.

3. Completion. The construction of the storage space for each unit shall occur with the construction of each phase of the development.

4. Submittal. Floor plans showing the storage areas, stamped by a licensed engineer, shall be submitted.

5. Evaluation. The planning commission and city council shall review and approve the storage units during the site plan review process. [Ord. O-24-2008 § 2 (Exh. A § 6.10); Ord. O-27-2006 § 2 (Exh. A § 6.10); Ord. O-23-2005 § 3 (Exh. 1(1) § 6.10)].

17.30.110 Tables.

Table 17.30.110(a) Tier I Residential Bonus Density Entitlements (Required)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	Improved open space: 4% improved open space (total buildable acres)	Required
	Fund or construct community improvements/amenities	Required
	Entryways and monuments	Required
	Professional land planning	Required
1.6	Total density granted required to do all improvements noted above	

0.81 to 1.6 dwelling units per acre: Tier I.

Table 17.30.110(b) Tier II Residential Bonus Density Entitlements (Optional)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
	Improved open space: 8% improved open space (total buildable acres)	

0.5	Architectural and landscape guidelines/CC&Rs/design review committee	Optional
0.7	Street trees, enlarged park strips, fencing, and street signposts	Optional
1.0	Masonry materials (75% of the exterior)	Optional
Up to 1.5	Residential lot landscaping (1 front and sides, 0.5 rear)	Optional
0.1 – 0.6	Recreational amenities	Optional
5.9	Total available (cannot exceed 5.2 dwelling units per acre)	

1.61 to 5.2 dwelling units per acre: Tier II.

Table 17.30.110(c) Tier III Residential Bonus Density Entitlements (Required)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
3.6	<i>Tier II Improvements</i>	<i>Required</i>
7.0	Improved open space: 8% improved open space (total buildable acres) <i>plus</i> 10% of Tier III development acreage	Required
	Clubhouse (all multifamily development)	Required
	Swimming pool	Required
12.2	Total density granted required to do all improvements noted above	

5.21 to 12.2 dwelling units per acre: Tier III.

Table 17.30.110(d) Tier IV Residential Bonus Density Entitlements (Optional)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
3.6	<i>Tier II Improvements</i>	<i>Required</i>
7.0	<i>Tier III Improvements</i>	<i>Required</i>

	Improved open space: 8% improved open space (total buildable acres) <i>plus</i> 10% of Tier III and Tier IV development acreage	
1.5	Covered parking	Optional
3.5	Garages	Optional
3.5	Masonry materials (75%)	Optional
3.5	Storage units (100 square feet)	Optional
24.2	Total available (cannot exceed 22.7 dwelling units per acre)	

12.21 to 22.7 dwelling units per acre: Tier IV.

[Ord. O-24-2008 § 2 (Exh. A Tables 6.1 – 6.4); Ord. O-27-2006 § 2 (Exh. A Tables 6.1 – 6.4); Ord. O-23-2005 § 3 (Exh. 1(1) Tables 6.1 – 6.4)].

17.30.120 Improved open space calculations.

Example 1

Total Land Area: 160 Acres

Total Buildable Land: 100 Acres

Tier I and II: 80 Acres

Tier III and IV: 20 Acres

8% x 100 = 8 Acres

10% x 20 = 2 Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 10 Acres (10% of buildable land)

Example 2

Total Land Area: 160 Acres

Total Buildable Land: 100 Acres

Tier I and II: 50 Acres

Tier III and IV: 50 Acres

8% x 100 = 8 Acres

10% x 50 = 5 Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 13 Acres ($\pm 13\%$ of buildable land)

Example 3

Total Land Area: 30 Acres

Total Buildable Land: 30 Acres

Tier I and II: 25 Acres

Tier III and IV: 5 Acres

8% x 30 = 2.4 Acres

10% x 5 = 0.5 Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 2.9 Acres ($\pm 10\%$ of buildable land)

Example 4

Total Land Area: 30 Acres

Total Buildable Land: 30 Acres

Tier I and II: 0 Acres

Tier III and IV: 30 Acres

8% x 30 = 2.4 Acres

10% x 30 = 3.0 Acres (to be built within Tier III and IV areas)

Total Improved Open Space Required = 5.4 Acres ($\pm 18\%$ of buildable land)

[Ord. O-24-2008 § 2 (Exh. A, Exh. 6.5)].

This page of the Eagle Mountain Municipal Code is current through Ordinance O-04-2009, passed April 21, 2009.

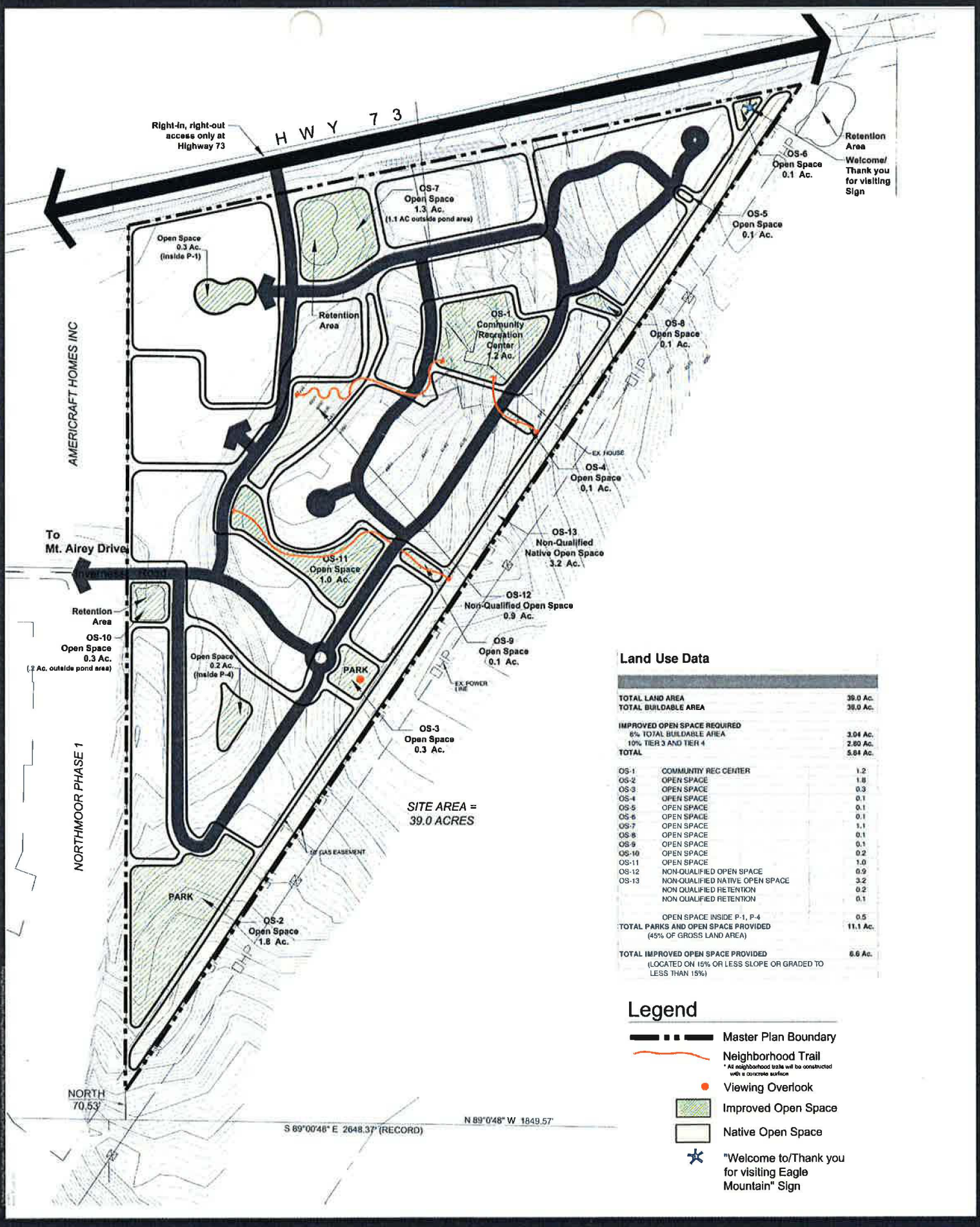
Disclaimer: The City Clerk's Office has the official version of the Eagle Mountain Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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EXHIBIT E-1

Parks and Open Space Plan



SITE AREA = 39.0 ACRES

Land Use Data

TOTAL LAND AREA	39.0 Ac.
TOTAL BUILDABLE AREA	39.0 Ac.
IMPROVED OPEN SPACE REQUIRED	
6% TOTAL BUILDABLE AREA	2.34 Ac.
10% TIER 3 AND TIER 4	3.84 Ac.
TOTAL	6.18 Ac.
OS-1	COMMUNITY REC CENTER 1.2
OS-2	OPEN SPACE 1.8
OS-3	OPEN SPACE 0.3
OS-4	OPEN SPACE 0.1
OS-5	OPEN SPACE 0.1
OS-6	OPEN SPACE 0.1
OS-7	OPEN SPACE 1.1
OS-8	OPEN SPACE 0.1
OS-9	OPEN SPACE 0.1
OS-10	OPEN SPACE 0.2
OS-11	OPEN SPACE 1.0
OS-12	NON-QUALIFIED OPEN SPACE 0.9
OS-13	NON-QUALIFIED NATIVE OPEN SPACE 3.2
	NON-QUALIFIED RETENTION 0.2
	NON-QUALIFIED RETENTION 0.1
	OPEN SPACE INSIDE P-1, P-4 0.5
TOTAL PARKS AND OPEN SPACE PROVIDED (45% OF GROSS LAND AREA)	11.1 Ac.
TOTAL IMPROVED OPEN SPACE PROVIDED (LOCATED ON 15% OR LESS SLOPE OR GRADED TO LESS THAN 15%)	6.6 Ac.

Legend

- Master Plan Boundary
- Neighborhood Trail
- * All neighborhood trails will be constructed with a concrete surface
- Viewing Overlook
- Improved Open Space
- Native Open Space
- "Welcome to/Thank you for visiting Eagle Mountain" Sign



EXHIBIT E-2

Parks Concepts Plan



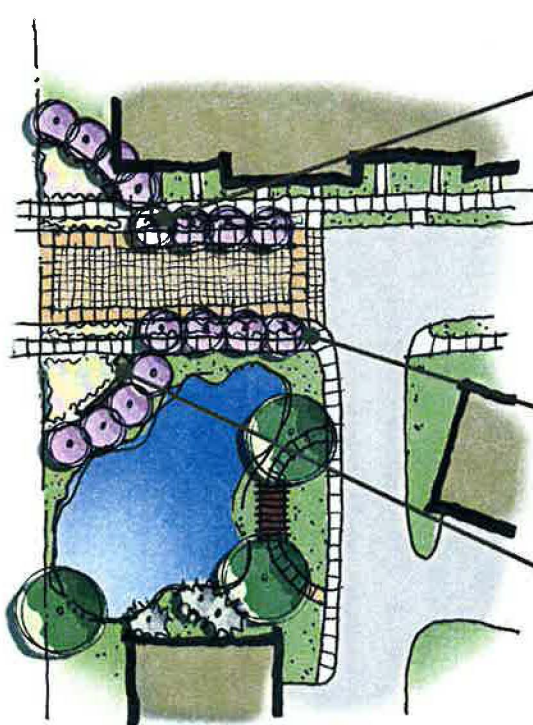
Site Plan

Illustrative graphics are conceptual and are subject to change.

Scenic Mountain Park Concepts

Scale: 1" = 100'-0"
June 25, 2008





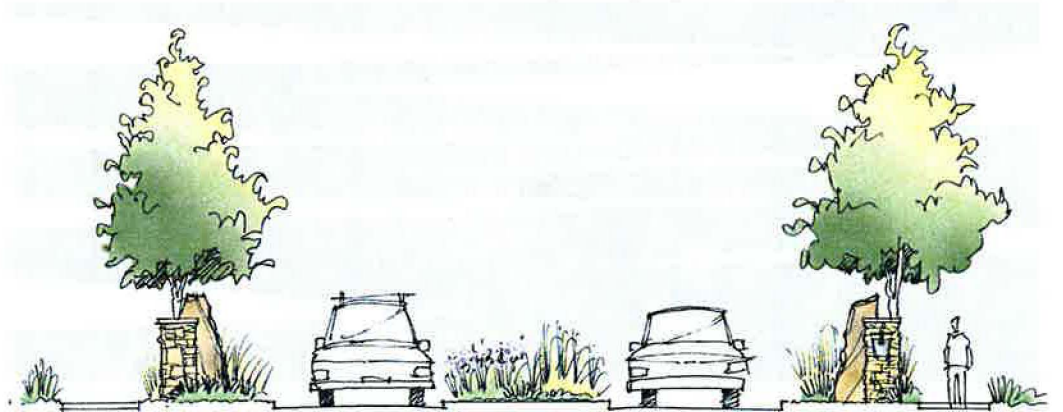
Signature Landscape



Entry Monuments

Main Entry
Signature
Streetscape

Primary



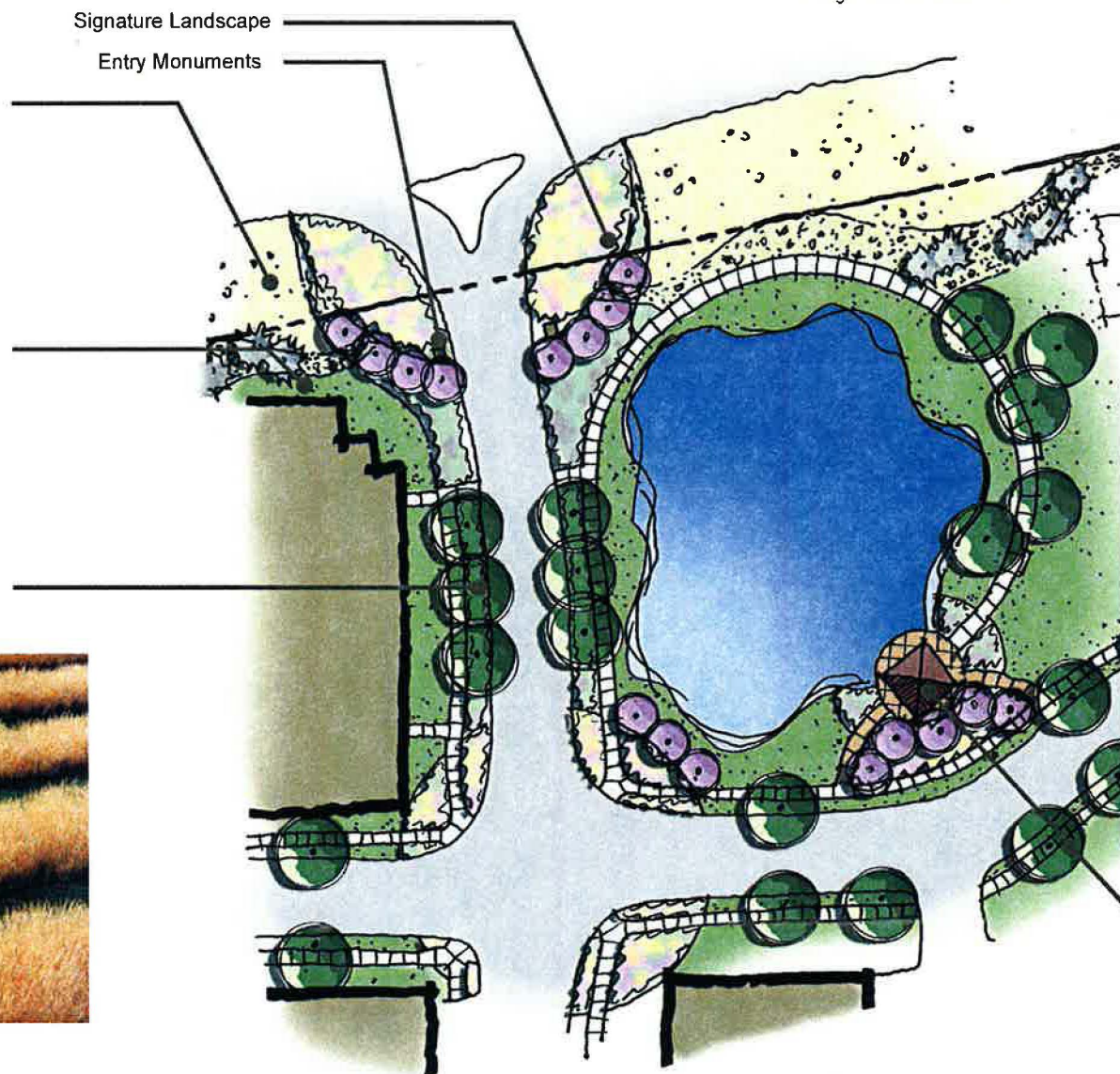
Entry Monuments



"Enhanced "Native Desert"
Landscape along SR 73

Signature Landscape
Entry Monuments

Main Entry
Signature
Streetscape



Pavilion

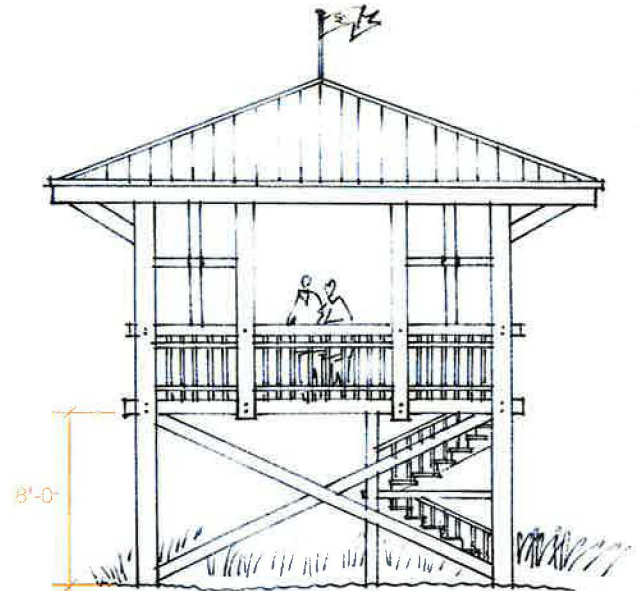
Secondary

Primary and Secondary Entry Parks

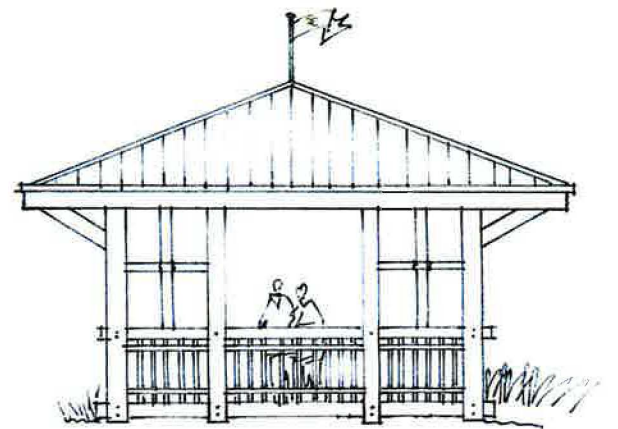
Illustrative graphics are conceptual
and are subject to change.



"Sunrise Park" Gateway



Revised Sage Communities Overlook Tower



Scenic Mountain Overlook Pavillion

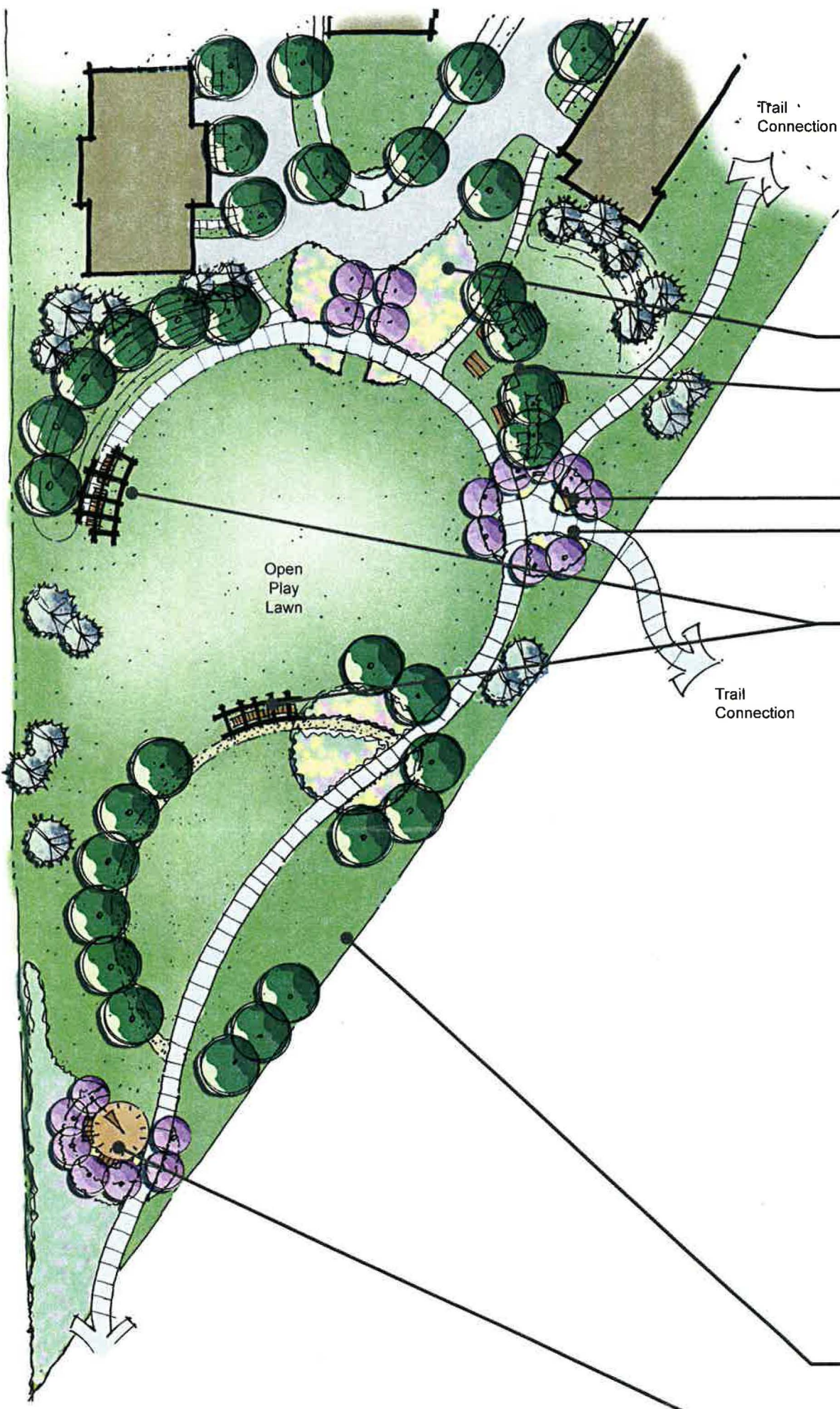


Example of Fixed Metal Pennant

Sunrise Park

Illustrative graphics are conceptual and are subject to change.





Signature Landscape

Picnic Lawn with Picnic Tables and BBQ's

Trail Sign

Primary Trailhead with Bike Racks

Shade Structure with Benches

Trail Connection



"Enhanced "Native Desert" Landscape

"Sundial" Seating Node with Benches

Trail Connection

Sundial Park

Illustrative graphics are conceptual and are subject to change.





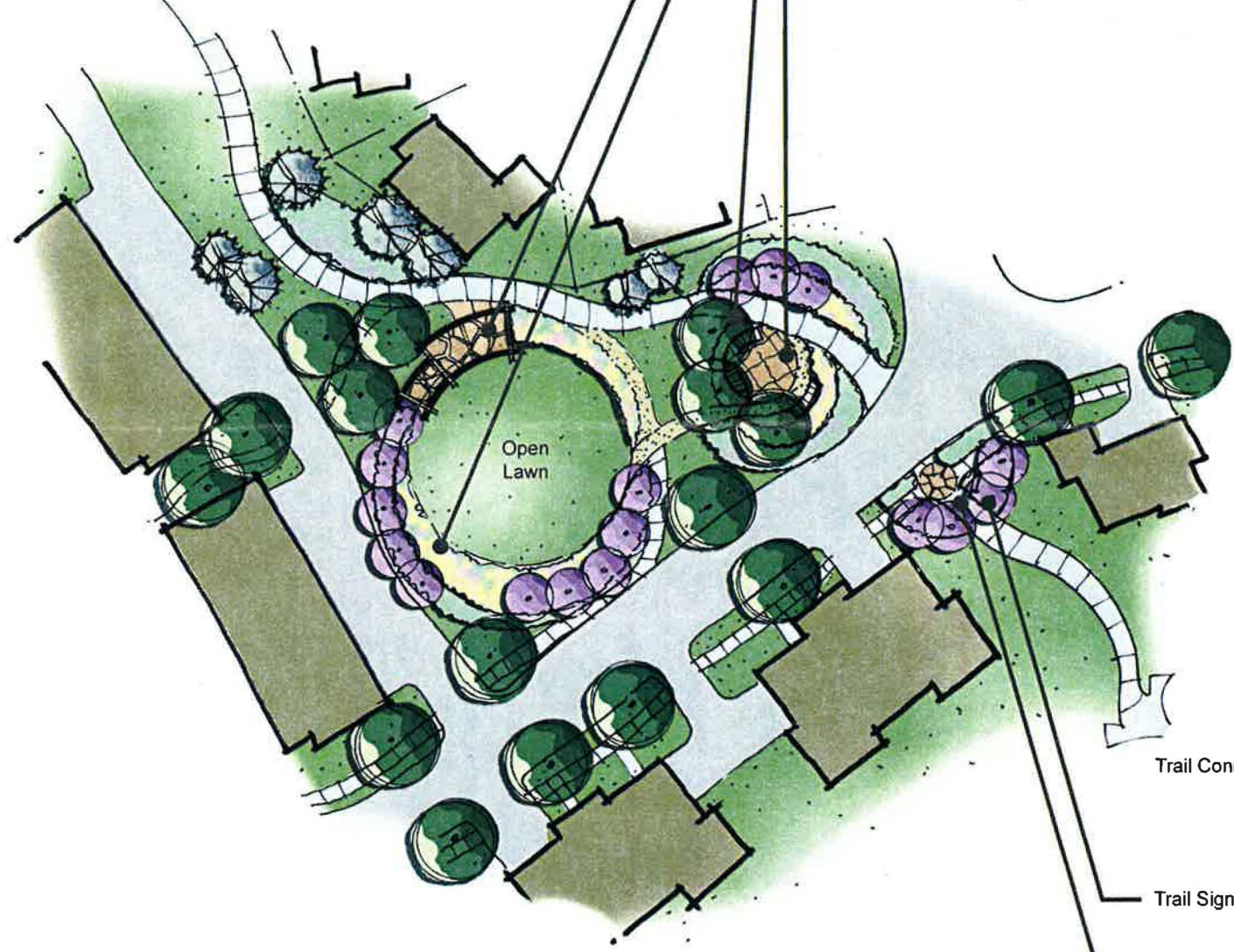
Shade Shelter with Benches

"Desert Garden" (Colorful Xeriscape Plants Native to Utah Desert)

"Water Garden" (Blue & Purple-Hued Plants)

Seating Node with Benches and Bike Racks

Trail Connection through Terraced Hillside



Trail Connection

Trail Sign

Primary Trailhead

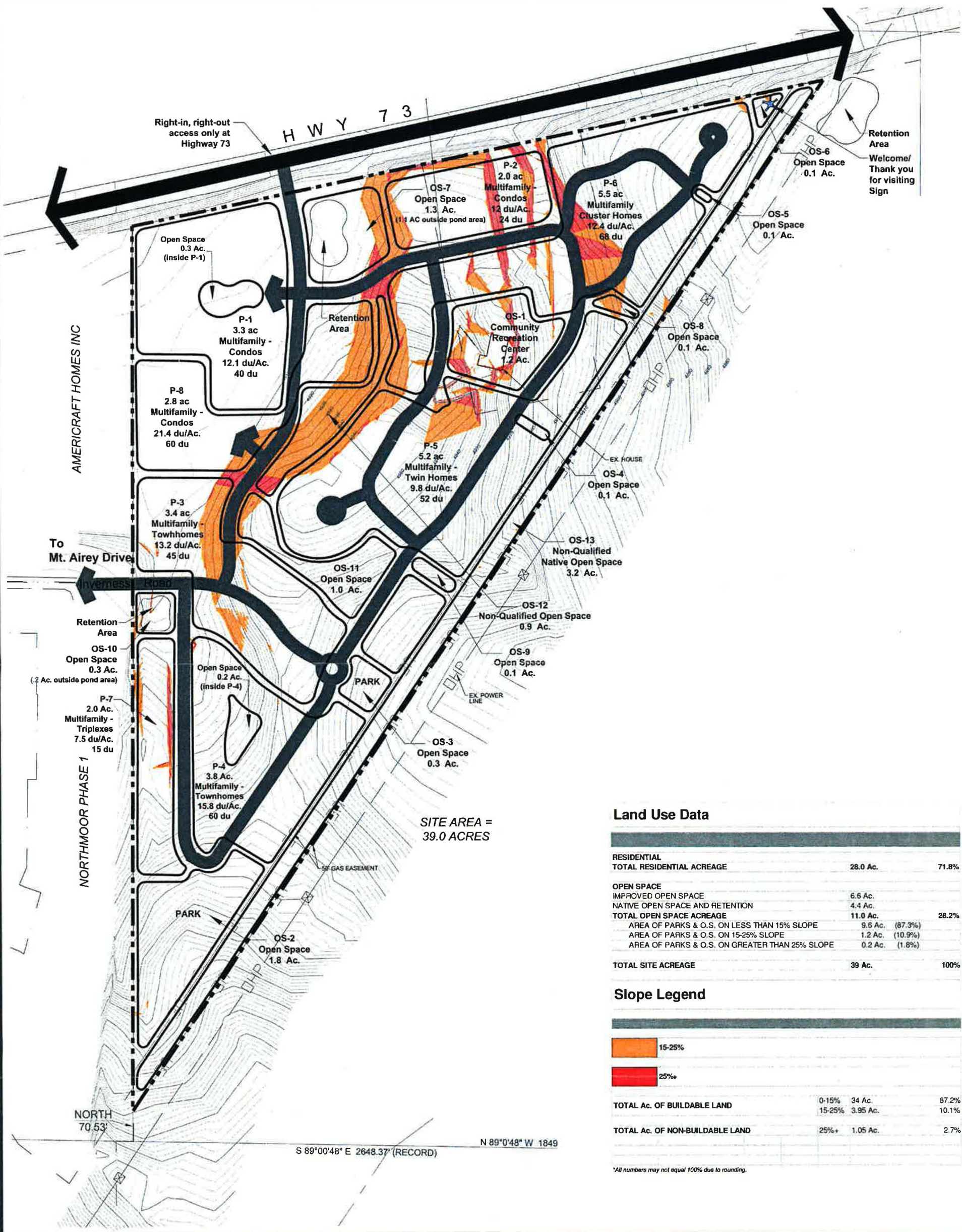
"Water & Desert" Park

Illustrative graphics are conceptual and are subject to change.



EXHIBIT F

Slope Plan



SITE AREA = 39.0 ACRES

Land Use Data

RESIDENTIAL		
TOTAL RESIDENTIAL ACREAGE	28.0 Ac.	71.8%
OPEN SPACE		
IMPROVED OPEN SPACE	6.6 Ac.	
NATIVE OPEN SPACE AND RETENTION	4.4 Ac.	
TOTAL OPEN SPACE ACREAGE	11.0 Ac.	28.2%
AREA OF PARKS & O.S. ON LESS THAN 15% SLOPE	9.6 Ac.	(87.3%)
AREA OF PARKS & O.S. ON 15-25% SLOPE	1.2 Ac.	(10.9%)
AREA OF PARKS & O.S. ON GREATER THAN 25% SLOPE	0.2 Ac.	(1.8%)
TOTAL SITE ACREAGE	39 Ac.	100%

Slope Legend

	15-25%		
	25%+		
TOTAL Ac. OF BUILDABLE LAND		0-15%	34 Ac. 87.2%
		15-25%	3.95 Ac. 10.1%
TOTAL Ac. OF NON-BUILDABLE LAND		25%+	1.05 Ac. 2.7%

*All numbers may not equal 100% due to rounding.

Scenic Mountain Slope Plan

Scale: 1" = 100'
November 10, 2006

