

RESOLUTION NO. R-27 -2021

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE SECOND AMENDMENT TO THE
WATER AND SEWER AGREEMENT
BETWEEN EAGLE MOUNTAIN CITY, UTAH, AND STADION, LLC**

PREAMBLE

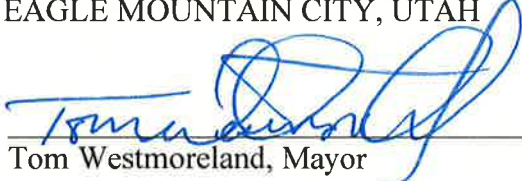
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Second Amendment to the Water and Sewer Agreement with Stadion, LLC as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Second Amendment to the Water and Sewer Agreement with Stadion, LLC as set forth in Exhibit A.
2. The Second Amendment to the Water and Sewer Agreement with Stadion, LLC 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 7th day of December, 2021.

EAGLE MOUNTAIN CITY, UTAH



Tom Westmoreland, Mayor

ATTEST:



Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 7th day of December, 2021.

Those voting aye:	Those voting nay:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis	<input type="checkbox"/> Colby Curtis
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love	<input type="checkbox"/> Carolyn Love



Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

EXHIBIT A

SECOND AMENDMENT TO WATER AND SEWER AGREEMENT

This SECOND AMENDMENT TO WATER AND SEWER AGREEMENT (the “**Second Amendment**”) is made and entered into as of the 7 day of December 2021 (the “**Effective Date**”) by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the “**City**”) and STADION LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, “**Customer**”). The City and Customer are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

- A. The parties entered into that certain Water and Sewer Agreement, dated May 25, 2018, (the “**Agreement**”) whereby the parties set forth Customer’s rights to obtain water and sewer service to support the Project. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Agreement.
- B. The parties entered into that certain First Amendment to Water and Sewer Agreement, dated August 12, 2020 (the “**First Amendment**”), which updated the reserved water and sewer capacity for each Phase of the Project and provided for payment by Customer of additional One-time Development Charges for future use.
- C. The City and Customer desire to enter into this Second Amendment to update the number of Phases for which Customer has reserved water and sewer capacity within the Project.

AMENDMENT

1. The Recitals set forth above are acknowledged by the Parties to be true and correct in all materials respects and are incorporated herein by this reference.
2. Exhibit B-1, which was attached to the First Amendment and replaced Exhibit B to the Agreement, is hereby replaced in its entirety with Exhibit B-2 attached hereto.
3. The Agreement, as amended by the First Amendment and this Second Amendment, contains the entire agreement between the Parties relating to the matters contained within such documents. Any further modifications to the Agreement shall be of no force or effect unless in writing and signed by all parties. Except as set forth in this Second Amendment and the First Amendment, the terms and conditions of the Agreement remain in full force and effect. In the event of a conflict among this Second Amendment, the First Amendment, and the Agreement, this Second Amendment shall control.
4. This Second Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. The parties shall be entitled to electronically sign this Second Amendment and transmit a counterpart

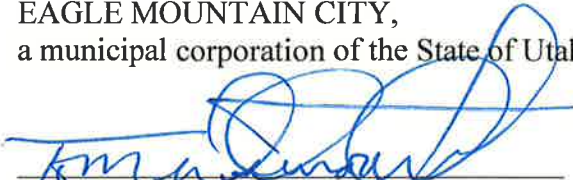
by electronic means (whether by facsimile, PDF, or other electronic transmission). All counterparts shall be deemed an original of this Second Amendment.

[Signature page follows.]

The Parties have executed this Second Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

CITY

EAGLE MOUNTAIN CITY,
a municipal corporation of the State of Utah



Tom Westmoreland, Mayor

Date: December 13, 2021

CUSTOMER

STADION LLC,
a Delaware limited liability company

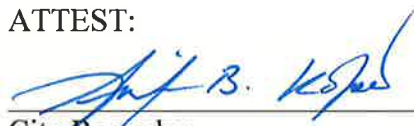
By: _____

Name: _____

Title _____

Date: _____

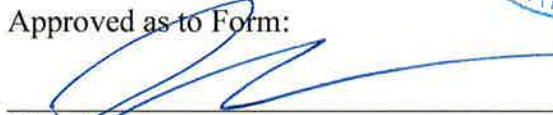
ATTEST:



City Recorder



Approved as to Form:



City Attorney

EXHIBIT B-2

RESERVATIONS

1. Water Capacity Reservation. The Water capacity reservation for each Phase of the Project is as follows: (a) for Phase I, Phase II, Phase III, Phase IV, and Phase V, 0.76 acre-feet per day at a maximum flow rate of 500 gallons per minute, with water delivered at a pressure within the range of 65 to 85 pounds per square inch, and (b) for Phase VI, Phase VII, Phase VIII, and Phase IX, 0.95 acre-feet per day at a maximum flow rate of 625 gallons per minute, with water delivered at a pressure within the range of 65 to 85 pounds per square inch (collectively, the “Water Capacity Reservation”).

2. Sewer Capacity Reservation. The Sewer capacity reservation for each Phase of the Project is as follows: (a) Phase I, Phase II, Phase III, Phase IV, and Phase V, 0.38 acre-feet per day at a maximum flow rate of 250 gallons per minute, and (b) for Phase VI, Phase VII, Phase VIII, and Phase IX, 0.48 acre-feet per day at a maximum flow rate of 312 gallons per minute (collectively, the “Sewer Capacity Reservation”).



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by electronic means (whether by facsimile, PDF, or other electronic transmission). All counterparts shall be deemed an original of this Second Amendment.

[Signature page follows.]



1 Hacker Way
Menlo Park, CA 94025
United States

City of Eagle Mountain
Attn: Chris Trusty
1650 Stagecoach Run
Eagle Mountain, UT, United States, 84005

Chris,

Please find enclosed one (1) copy of the following signed document for a) 2nd Second Amendment to Water and Sewer Agreement. For any additional concerns, please contact Craig Johnson craigjohnson@fb.com.

Best,

Paul Clements

Director, Energy &
Infrastructure (US)
Facebook