

**WHEN RECORDED, RETURN TO:**

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



ENT 108982:2022 PG 1 of 30  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Oct 11 3:20 pm FEE 0.00 BY CS  
RECORDED FOR EAGLE MOUNTAIN

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

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the 5th day of October, 2022, by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**”) and **Eagle Heights Village IV, LLC**, a Utah limited liability company and its Assigns (“**Developer**”).

**RECITALS**

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.

B. Developer owns and is developing the Property as a residential subdivision.

C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA.

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

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Eagle Mountain and Developer hereby agree to the following:

**WHEN RECORDED, RETURN TO:**

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

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

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (“**MDA**”) is made and entered as of the 5th day of October, 2022, by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**”) and **Eagle Heights Village IV, LLC**, a Utah limited liability company and its Assigns (“**Developer**”).

**RECITALS**

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.

B. Developer owns and is developing the Property as a residential subdivision.

C. Developer and the Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to this MDA.

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

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2019) *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Eagle Mountain and Developer hereby agree to the following:

## TERMS

### **1. Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “G” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2.19. **Project** means the Eagle Heights Village project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

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

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

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

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

## **2. Development of the Project.**

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

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

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

2.4. **Trail.** Developer shall construct an asphalt trail along the south side of Eagle Mountain Blvd from the western edge of the Project to Eagle Point Plat E. Developer shall use commercially reasonable efforts to obtain an easement for the trail from the property owner directly to the west of the Project. The City acknowledges and agrees that the majority of the trail will run through a previously platted, but no yet constructed, subdivision. The City shall attempt to work with the neighboring property owner to pay for a portion of the trail or to require the neighboring property owner to reimburse the Developer for a portion of the trail as

part of the development of the neighboring subdivision plat project, provided that the City makes no commitments to Developer that the City will be able to obtain such reimbursements.

**2.5. Accessory Dwelling Unit Option.** Accessory Dwelling Units (“ADU”) within primary residents are permitted in the Project as a way to encourage additional affordable housing options in the City. On any single-family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence, but it is not a requirement for any Residence to include an ADU. Standalone ADU’s in detached structures shall not be allowed.

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

**2.7. Amenities and Open Space.** All Amenities and Open space will be made available to all Eagle Heights Village Residents.

### **3. Vested Rights.**

**3.1. Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, the Eagle Mountain’s Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

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

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

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

3.2.3. Codes. Any Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

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

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

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

Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

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

**6. Public Infrastructure.**

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

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

**7. Upsizing/Reimbursements to Developer.**

7.1. **Upsizing.** Eagle Mountain shall not require Developer to “upsizing” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer



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

## **8. Default.**

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

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

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

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

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

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

**8.4. Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

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

**9. Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

**10. Eagle Mountain's Remedies Upon Default.** Eagle Mountain shall have the right to withhold

all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

**11. Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Developer:**

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

**To Eagle Mountain:**

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

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

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

**14. Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

Mountain.

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

**14.3. Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

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

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

**15. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

**16. Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be

invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

**17. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

**18. Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

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

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

**21. Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

**22. Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

**23. Recordation and Running with the Land.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of Eagle Mountain's Vested Laws, Exhibit C, shall not be recorded in the chain of title. A secure copy of Exhibit C shall be filed with the Eagle Mountain Recorder and each party shall also have an identical copy.

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**EAGLE HEIGHTS VILLAGE, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

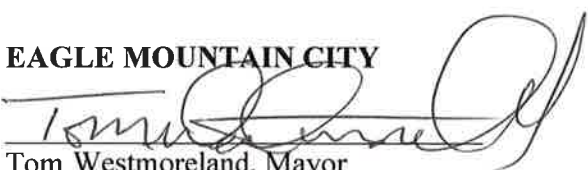
STATE OF UTAH )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Eagle Heights Village, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

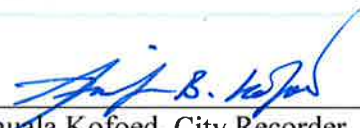
\_\_\_\_\_  
NOTARY PUBLIC

DATED this 5 day of October, 2022.

**EAGLE MOUNTAIN CITY**

  
Tom Westmoreland, Mayor

ATTEST:

  
Fionnuala Kofoed, City Recorder

{00442545.DOCX /}



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

DATED this 4<sup>th</sup> day of October, 2022.

EAGLE HEIGHTS VILLAGE, LLC

By: [Signature]

Print Name: J. Kinton Peterson

Title: Manager

**DEVELOPER ACKNOWLEDGMENT**

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

On the 4<sup>th</sup> day of October, 2022, personally appeared before me J. Kinton Peterson, who being by me duly sworn, did say that he is the manager of Eagle Heights Village, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



[Signature]  
NOTARY PUBLIC

DATED this 4<sup>th</sup> day of October, 2022.

EAGLE MOUNTAIN CITY

\_\_\_\_\_  
Tom Westmoreland, Mayor

ATTEST:

\_\_\_\_\_  
Fionnuala Kofoed, City Recorder

## **TABLE OF EXHIBITS**

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

Exhibit "A"  
Legal Description of Property



### LEGAL DESCRIPTION

Part of the East Half Section 18, Township 6 South, Range 1 West of the Salt Lake Base & Meridian described as follows:

Commencing at the South Quarter Corner of Section 18, Township 6 South, Range 1 West of the Salt Lake Base and Meridian thence North 2253.61 feet; thence East 37.06 feet; thence S87°43'58"E 249.24 feet to the POINT OF BEGINNING and running

Thence N 02°54'00" E 3,050.14 feet to the south right of way line Eagle Mountain Blvd;

Thence S 89°39'49" E 715.25 feet along said right of way line;

Thence S 00°17'37" W 100.06 feet;

Thence Southerly, 80.92 feet along a curve to the right having a radius of 710.00 feet, a central angle of 06°31'49" and a chord that bears S 03°33'21" W 80.88 feet;

Thence S 06°49'16" W 100.41 feet;

Thence Southerly 71.35 feet along a curve to the left having a radius of 690.00 feet, a central angle of 05°55'28" and a chord that bears S 03°51'32" W 71.32 feet;

Thence S 00°53'48" W 404.37 feet;

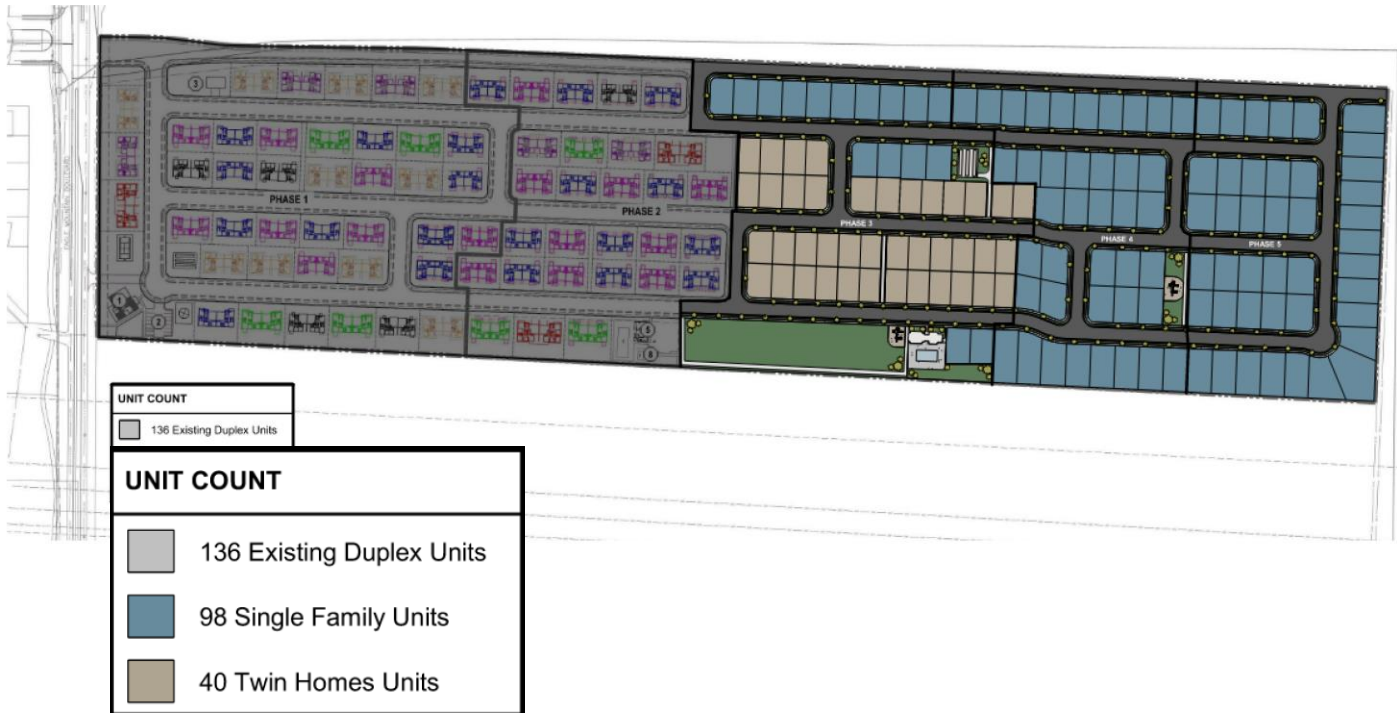
Thence Southerly, 51.78 feet along a curve to the right having a radius of 2,010.00 feet, a central angle of 01°28'34" and a chord that bears S 01°38'05" W 51.78 feet;

Thence S 02°22'22" W 2,265.80 feet;

Thence N 87°43'58" W 746.29 feet to the point of beginning.

Exhibit “B”  
Site Plan

## **EXHIBIT B**



### **Single Family Lots:**

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

#### **Single Family Lot Setbacks:**

Front Setback: 15' to the House, 22' to garage  
Side Setback: 8'/10' on garage side  
Corner side setback: 15'  
Rear Setback: 20'

### **Twin Homes:**

#### **Twin Home Setbacks:**

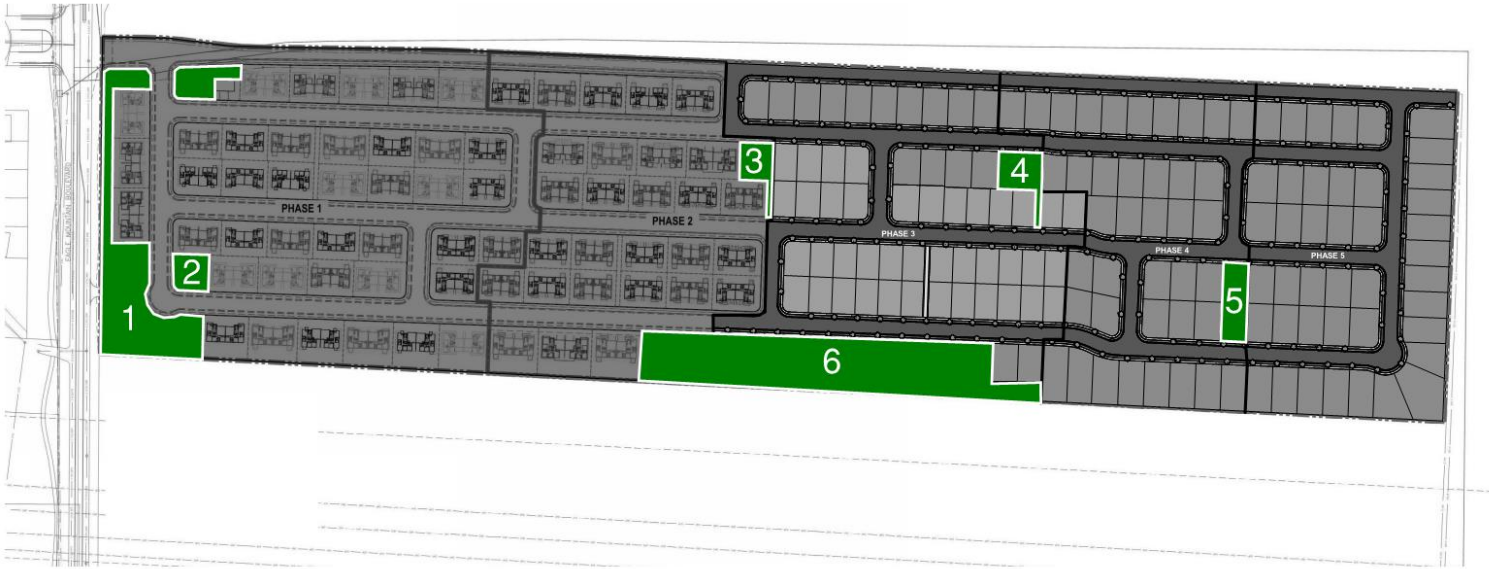
Front Setback: 20'  
Side Setback: 10'  
Corner side setback: 15'  
Rear Setback: 20'

Exhibit “D”  
Park and Open Space Plan

# **EXHIBIT D** **AMENDED PARKS AND OPEN SPACE PLAN**

**PARK AMENITIES**

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





## PARKS & OPEN SPACE WORKSHEET

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

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

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

Required Amenity Points	
Required Open Space (Acres) <sup>b</sup>	Required Amenity Points
6.29 Acres	x 100 = 629 Points

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

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

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

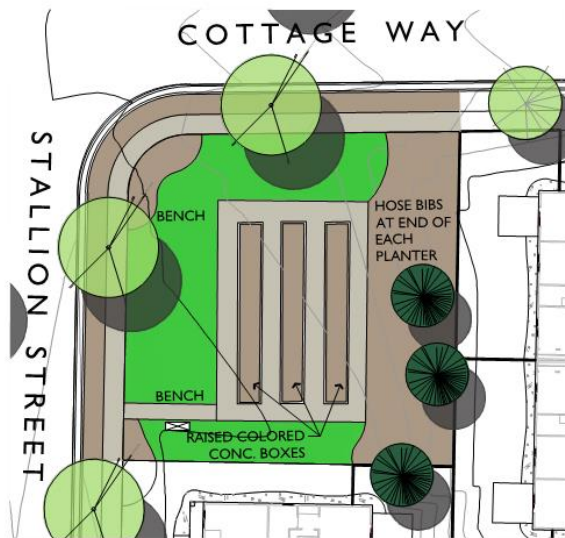


#### PARK 1 AMENITIES

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



**PARK 1**  
**LI01**



#### PARK 2 AMENITIES

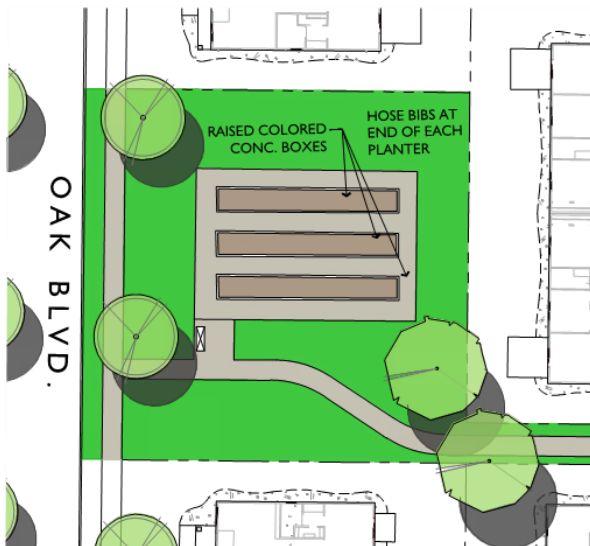
GARDEN BOXES  
 Raised Colored Concrete Boxes  
 SITTING AREA  
 SHADE TREES  
 GRASS AREA



**PARK 2**  
**LI02**

## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



### PARK 3 AMENITIES

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

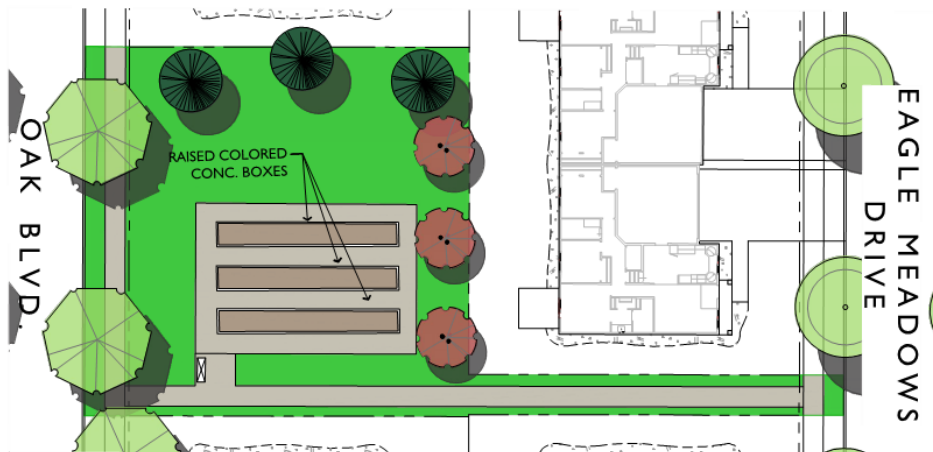
 NORTH  
SCALE: 1" = 20'-0"  
DATE: 02.02.2022

PARK 3

L103

## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



### PARK 4 AMENITIES

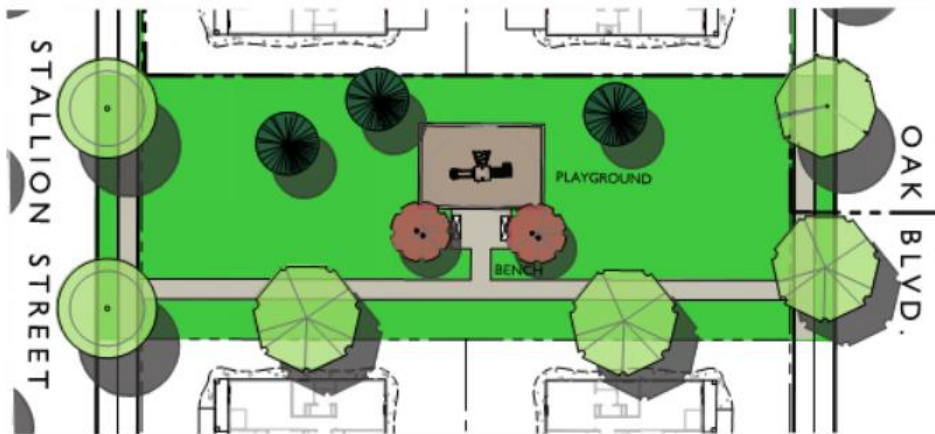
GARDEN BOXES  
Raised Colored Concrete Boxes  
SITTING AREA  
SHADE TREES  
GRASS AREA

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

PARK 4

L104





LANDSCAPE ARCHITECTURE  
& LAND PLANNING  
1375 E PERRY'S HOLLOW RD  
SALT LAKE CITY, UTAH 84103  
PHONE: (801) 554-6146  
SCOTT@STBDENIGN.COM

## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



### PARK 5 AMENITIES

#### PLAYGROUND

Play Equipment, Playworld, Mighty Fun Mountain,  
#PSD-1101 or equal  
Engineered wood fiber chips

#### BENCH

SITTING AREA  
SHADE TREES  
GRASS PLAY AREA

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

## PARK 5

## L105



### PARK 6 - NORTH AMENITIES

PARKING AREA  
PLAYGROUND

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

#### BASKETBALL COURT (HALF)

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

#### SITTING AREA

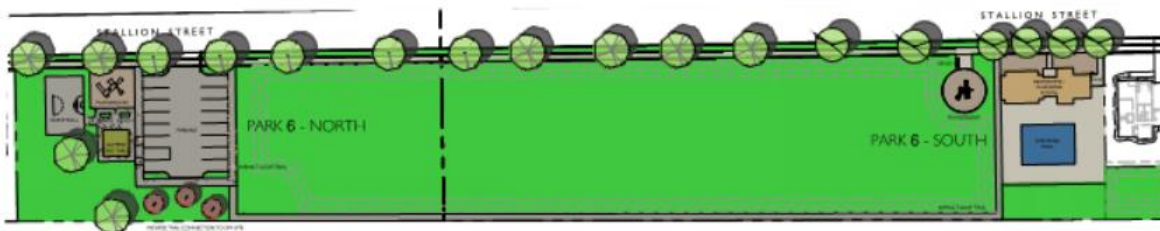
SHADE TREES  
GRASS AND PLAY AREA



LANDSCAPE ARCHITECTURE  
& LAND PLANNING  
1375 E PERRY'S HOLLOW RD  
SALT LAKE CITY, UTAH 84103  
PHONE: (801) 554-6146  
SCOTT@STBDENIGN.COM

## EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH



### PARK 6 - SOUTH AMENITIES

SWIMMING POOL  
RESTROOM / CHANGING ROOMS  
PLAYGROUND

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

#### BIKE RACKS - 8 Bikes

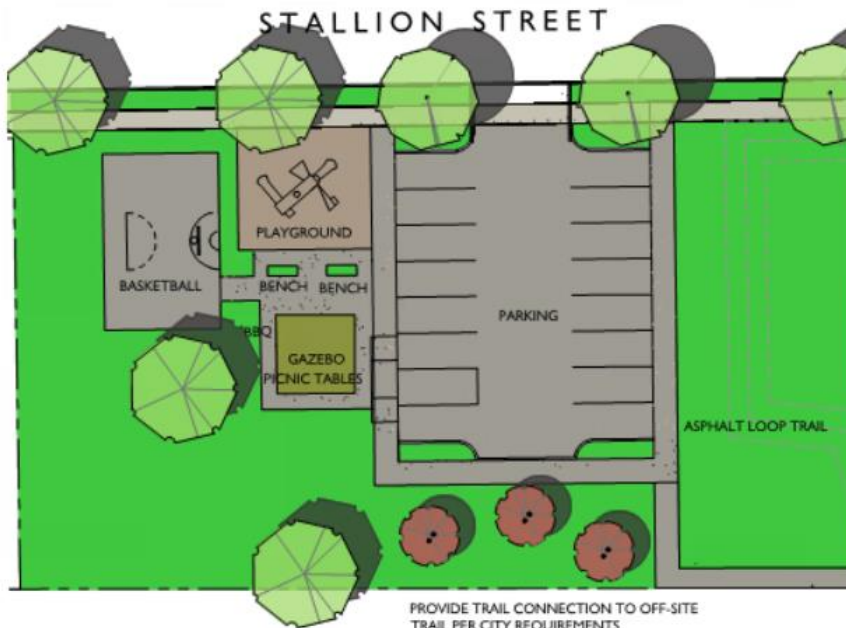
SITTING AREA  
SHADE TREES  
GRASS AND PLAY AREA  
ASPHALT TRAIL



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

## PARK 6

## L106



#### PARK 6 - NORTH AMENITIES

##### PARKING AREA PLAYGROUND

Play Equipment, Playworld, #350-1814 or equal  
Engineered wood fiber chips  
BASKETBALL COURT (HALF)

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



LANDSCAPE ARCHITECTURE  
& LAND PLANNING  
1375 S. PERRY'S HOLLOW RD.  
SALT LAKE CITY, UTAH 84103  
PH: 313.707.8100  
SCOTT@STBDISIGN.COM

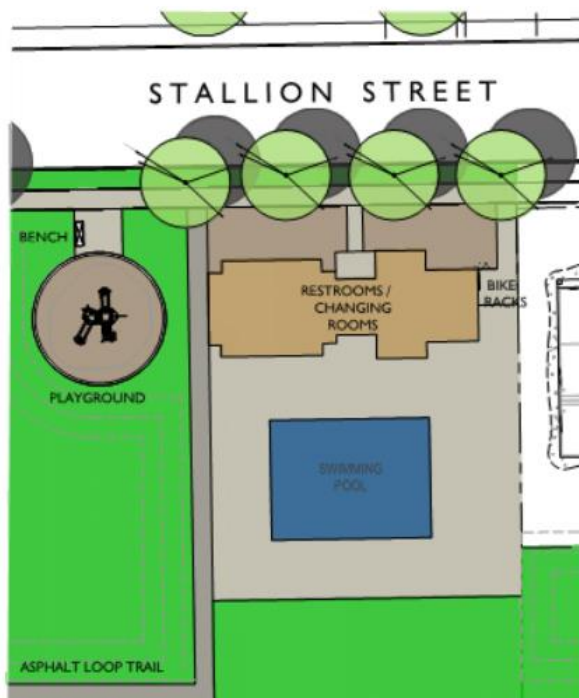
#### EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH

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

#### PARK 6 NORTH

L107



#### PARK 6 - SOUTH AMENITIES

##### SWIMMING POOL RESTROOM / CHANGING ROOMS PLAYGROUND

Play Equipment, Playworld, #350-1738 or equal  
Engineered wood fiber chips  
BIKE RACKS - 8 Bikes  
SITTING AREA  
SHADE TREES  
GRASS AND PLAY AREA  
ASPHALT TRAIL



LANDSCAPE ARCHITECTURE  
& LAND PLANNING  
1375 S. PERRY'S HOLLOW RD.  
SALT LAKE CITY, UTAH 84103  
PH: 313.707.8100  
SCOTT@STBDISIGN.COM

#### EAGLE HEIGHTS VILLAGE

EAGLE MOUNTAIN BLVD.  
EAGLE MOUNTAIN, UTAH

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

#### PARK 6 SOUTH

L108

**EXHIBIT E**  
**SAMPLE HOME ELEVATIONS**







**EXHIBIT F**



## EXHIBIT G1



# Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

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

**Project Name:** Eagle Heights Village Preliminary Plat

**Applicant:** Kirt Peterson, Horizon Development

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

### DEVELOPER CONDITIONS

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

### NEXT STEPS

Developer may now proceed with the following steps:

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

By: \_\_\_\_\_

Steve Mumford  
Planning Director

## TERMS

### 1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “G” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2019), *et seq.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2.19. **Project** means the Eagle Heights Village project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

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

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

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



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

## **2. Development of the Project.**

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

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

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

2.4. **Trail.** Developer shall construct an asphalt trail along the south side of Eagle Mountain Blvd from the western edge of the Project to Eagle Point Plat E. Developer shall use commercially reasonable efforts to obtain an easement for the trail from the property owner directly to the west of the Project. The City acknowledges and agrees that the majority of the trail will run through a previously platted, but no yet constructed, subdivision. The City shall attempt to work with the neighboring property owner to pay for a portion of the trail or to require the neighboring property owner to reimburse the Developer for a portion of the trail as

part of the development of the neighboring subdivision plat project, provided that the City makes no commitments to Developer that the City will be able to obtain such reimbursements.

**2.5. Accessory Dwelling Unit Option.** Accessory Dwelling Units (“ADU”) within primary residents are permitted in the Project as a way to encourage additional affordable housing options in the City. On any single-family Residence in the Project, the Developer or a future homebuilder will provide to home buyers the option of adding an ADU to the basement of a Residence, but it is not a requirement for any Residence to include an ADU. Standalone ADU’s in detached structures shall not be allowed.

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

**2.7. Amenities and Open Space.** All Amenities and Open space will be made available to all Eagle Heights Village Residents.

### **3. Vested Rights.**

**3.1. Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, the Eagle Mountain’s Vested Laws, and the Site Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

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

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

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

3.2.3. Codes. Any Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

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

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

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

Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

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

**6. Public Infrastructure.**

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

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

**7. Upsizing/Reimbursements to Developer.**

**7.1. Upsizing.** Eagle Mountain shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer

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

## **8. Default.**

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

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

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

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

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

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

**8.4. Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

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

**9. Developer's Exclusive Remedy.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

**10. Eagle Mountain's Remedies Upon Default.** Eagle Mountain shall have the right to withhold

all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

**11. Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Developer:**

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

**To Eagle Mountain:**

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

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

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

**14. Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein.

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

Mountain.

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

**14.3. Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

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

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

**15. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

**16. Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be

invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

**17. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

**18. Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

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

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

**21. Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

**22. Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

**23. Recordation and Running with the Land.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of Eagle Mountain's Vested Laws, Exhibit C, shall not be recorded in the chain of title. A secure copy of Exhibit C shall be filed with the Eagle Mountain Recorder and each party shall also have an identical copy.

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





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

DATED this 4<sup>th</sup> day of October, 2022.

EAGLE HEIGHTS VILLAGE, LLC

By: [Signature]

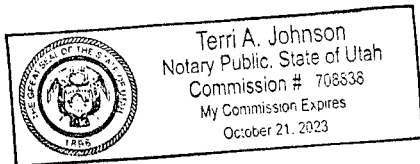
Print Name: J. Kirton Peterson

Title: Manager

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) ss.  
COUNTY OF Davis )

On the 4<sup>th</sup> day of October, 2022, personally appeared before me J. Kirton Peterson, who being by me duly sworn, did say that he is the manager of Eagle Heights Village, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



[Signature]  
NOTARY PUBLIC

DATED this 4<sup>th</sup> day of October, 2022.

EAGLE MOUNTAIN CITY

\_\_\_\_\_  
Tom Westmoreland, Mayor

ATTEST:

\_\_\_\_\_  
Fionnuala Kofoed, City Recorder

## TABLE OF EXHIBITS

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

Exhibit "A"  
Legal Description of Property

LEGAL DESCRIPTION

Part of the East Half Section 18, Township 6 South, Range 1 West of the Salt Lake Base & Meridian described as follows:

Commencing at the South Quarter Corner of Section 18, Township 6 South, Range 1 West of the Salt Lake Base and Meridian thence North 2253.61 feet; thence East 37.06 feet; thence S87°43'58"E 249.24 feet to the POINT OF BEGINNING and running

Thence N 02°54'00" E 3,050.14 feet to the south right of way line Eagle Mountain Blvd;

Thence S 89°39'49" E 715.25 feet along said right of way line;

Thence S 00°17'37" W 100.06 feet;

Thence Southerly, 80.92 feet along a curve to the right having a radius of 710.00 feet, a central angle of 06°31'49" and a chord that bears S 03°33'21" W 80.88 feet;

Thence S 06°49'16" W 100.41 feet;

Thence Southerly 71.35 feet along a curve to the left having a radius of 690.00 feet, a central angle of 05°55'28" and a chord that bears S 03°51'32" W 71.32 feet;

Thence S 00°53'48" W 404.37 feet;

Thence Southerly, 51.78 feet along a curve to the right having a radius of 2,010.00 feet, a central angle of 01°28'34" and a chord that bears S 01°38'05" W 51.78 feet;

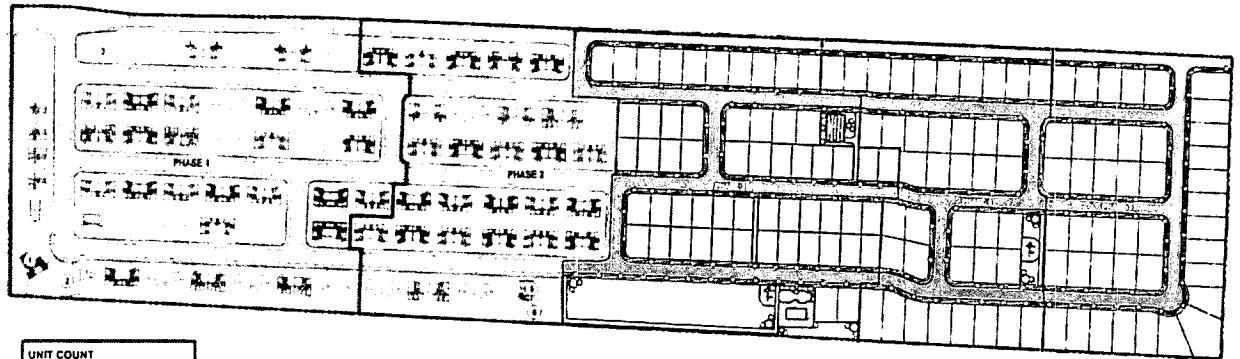
Thence S 02°22'22" W 2,265.80 feet;

Thence N 87°43'58" W 746.29 feet to the point of beginning.



Exhibit "B"  
Site Plan

## EXHIBIT B



UNIT COUNT	
<input type="checkbox"/>	136 Existing Duplex Units

UNIT COUNT	
<input type="checkbox"/>	136 Existing Duplex Units
<input type="checkbox"/>	98 Single Family Units
<input type="checkbox"/>	40 Twin Homes Units

### Single Family Lots:

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

Single Family Lot Setbacks:

Front Setback: 15' to the House, 22' to garage  
 Side Setback: 8'/10' on garage side  
 Corner side setback: 15'  
 Rear Setback: 20'

### Twin Homes:

Twin Home Setbacks:

Front Setback: 20'  
 Side Setback: 10'  
 Corner side setback: 15'  
 Rear Setback: 20'

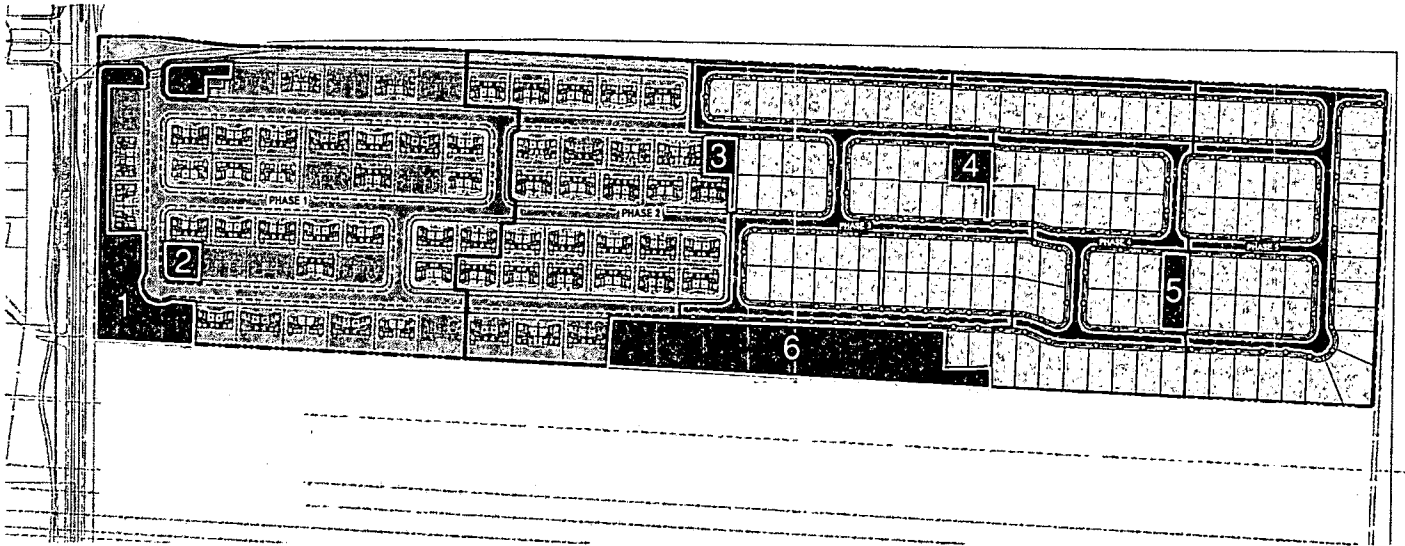


Exhibit "D"  
Park and Open Space Plan

## EXHIBIT D AMENDED PARKS AND OPEN SPACE PLAN

PARK AMENITIES

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





## PARKS & OPEN SPACE WORKSHEET

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

Required Improved Open Space		
Residential Lots / Units	Required Open Space (Square Feet) <sup>a</sup>	Required Open Space (Acres) <sup>b</sup>
274	274,000 sq ft	6.29 Acres

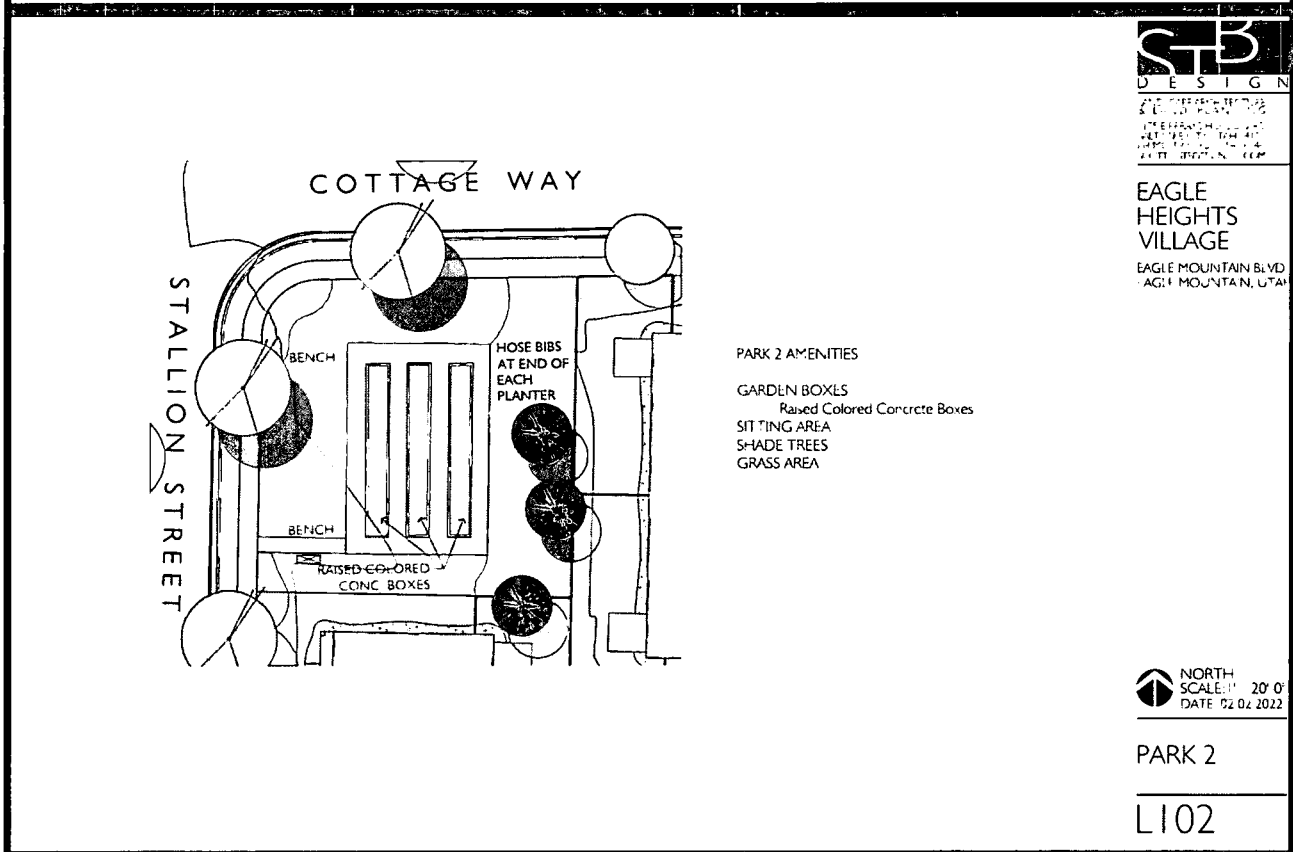
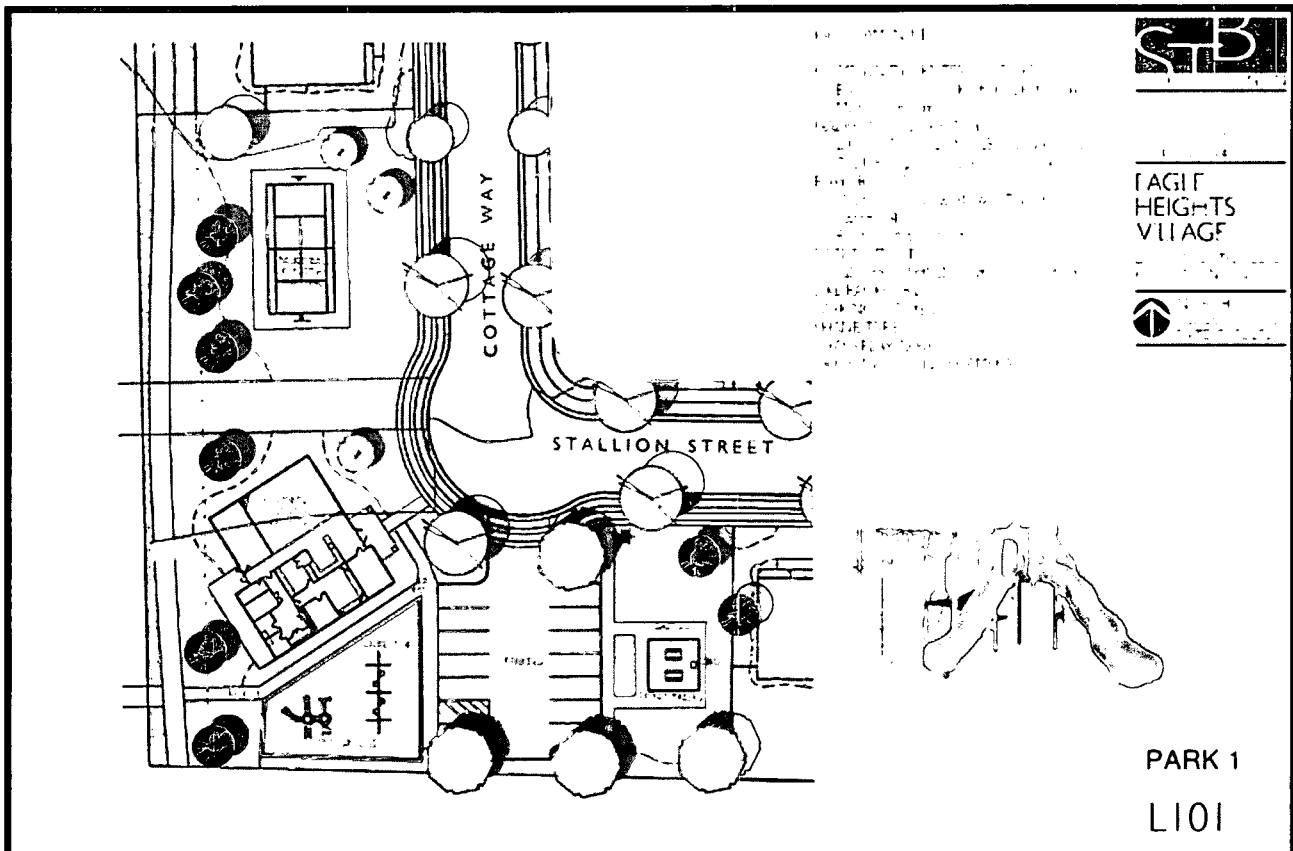
Park Fee-In-Lieu (If applicable)	
Required Open Space (Square Feet) <sup>a</sup>	Total Fee-In-Lieu
274,000 sq ft	\$ 1,027,500

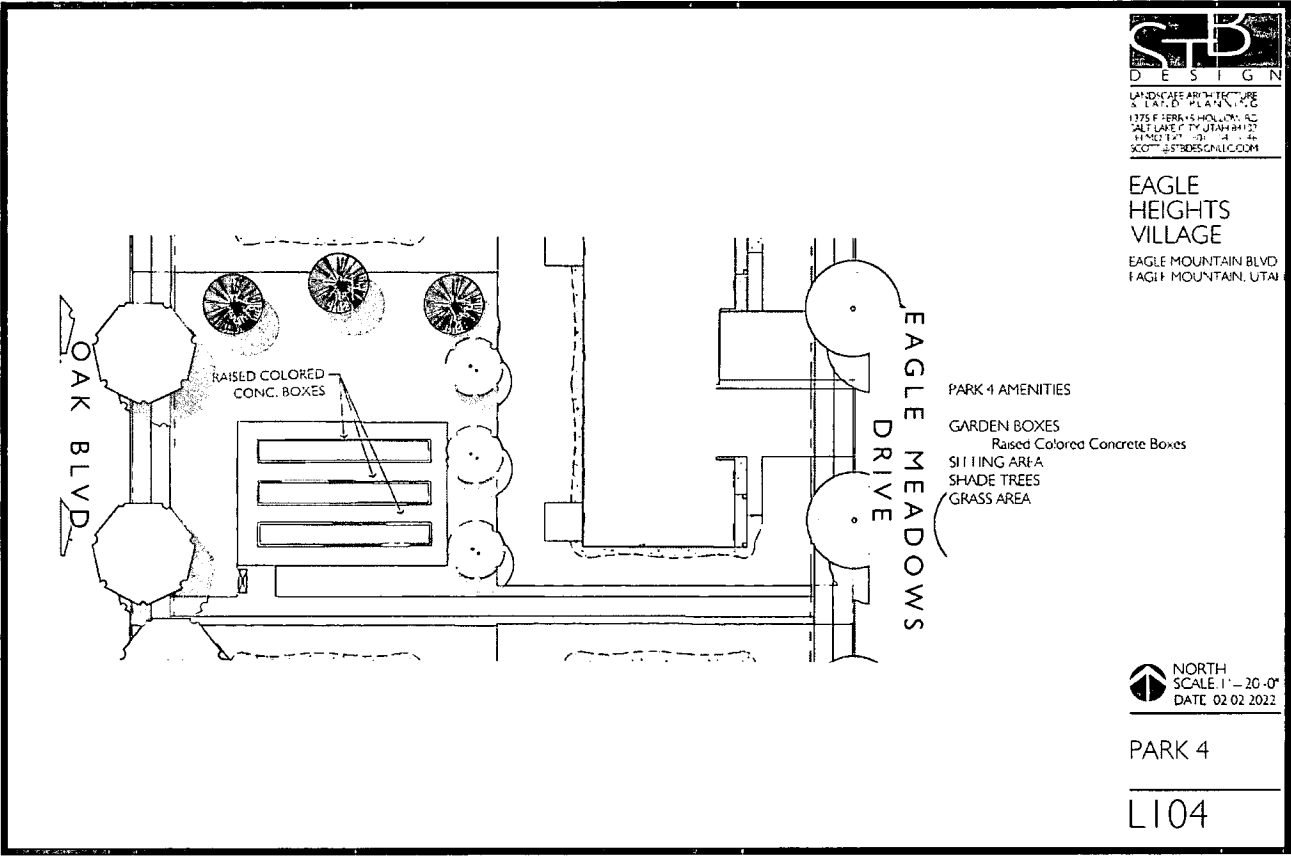
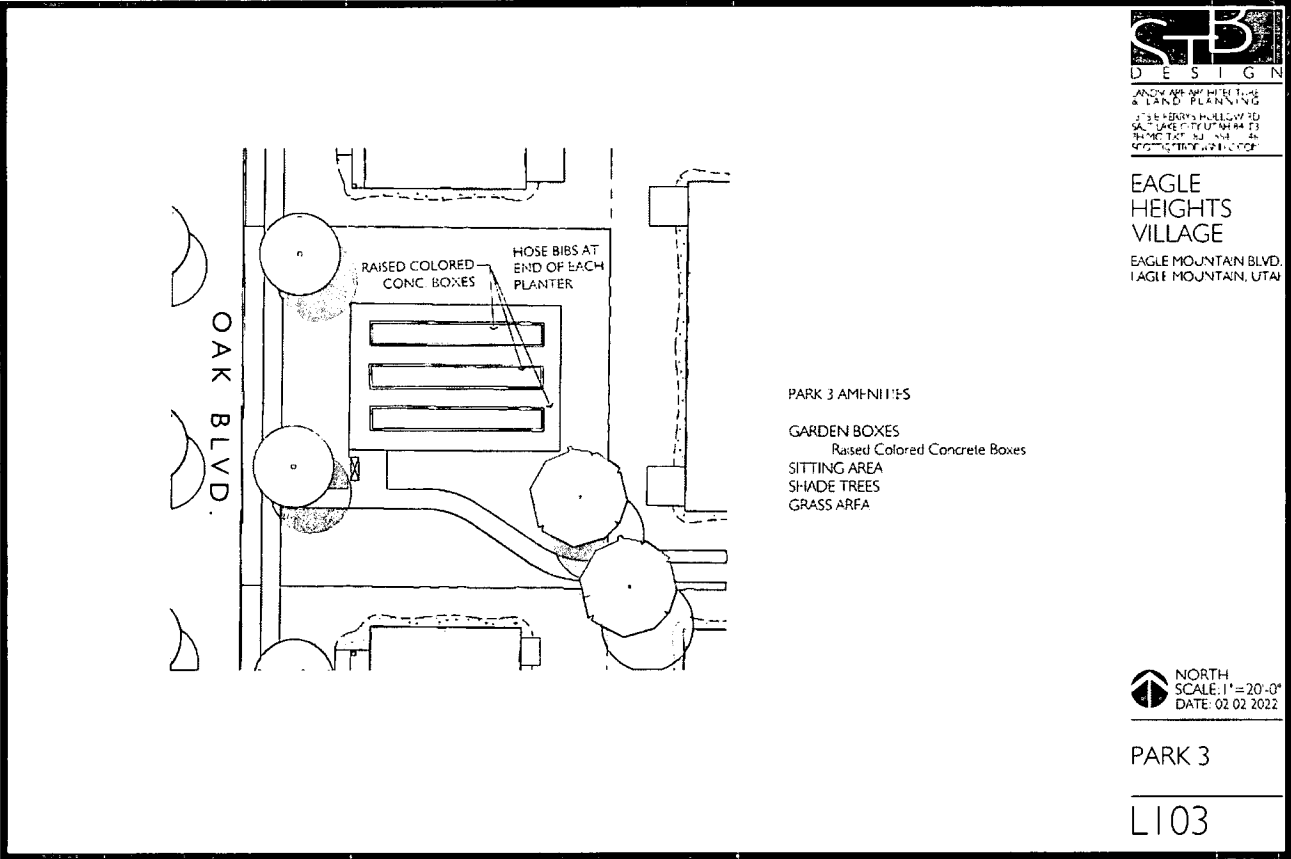
Required Amenity Points	
Required Open Space (Acres) <sup>b</sup>	Required Amenity Points
6.29 Acres	629 Points

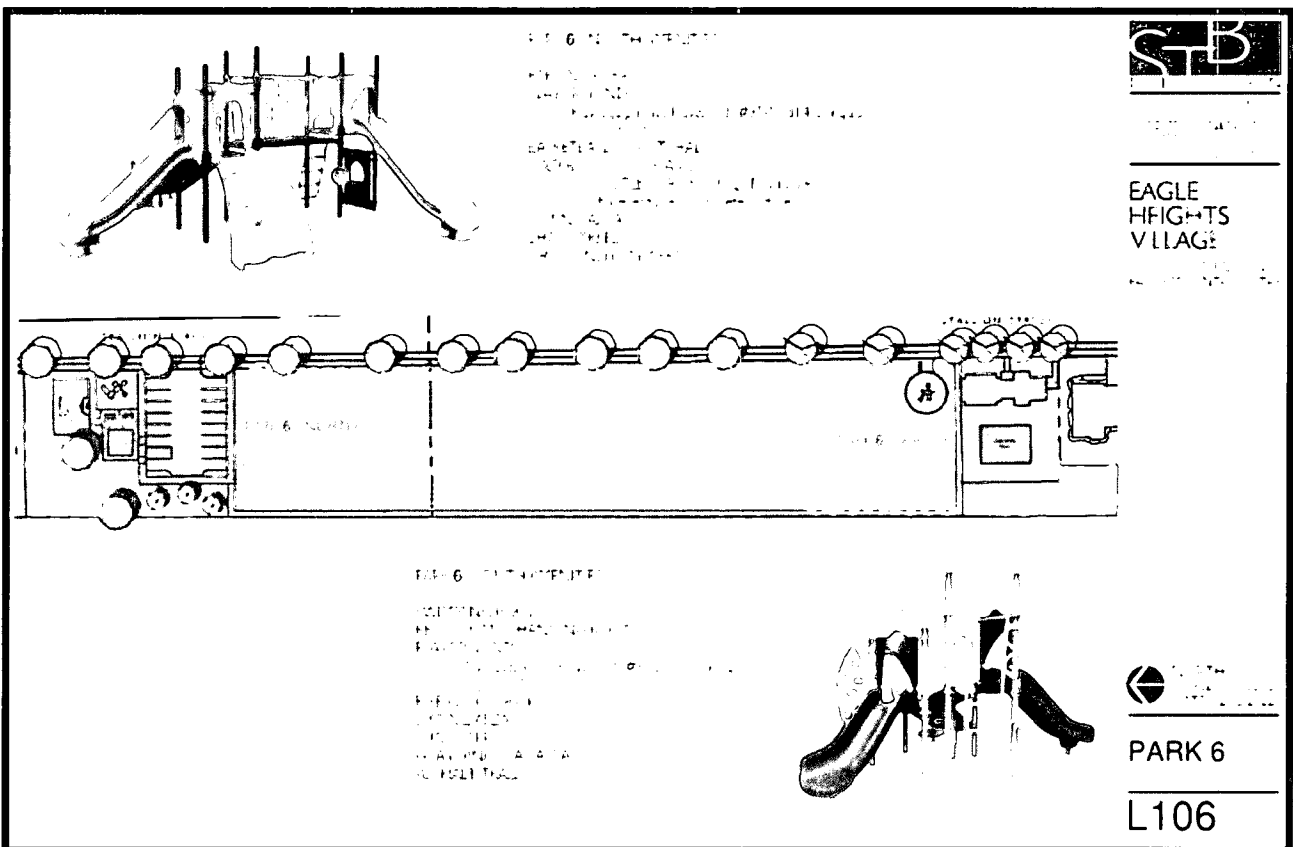
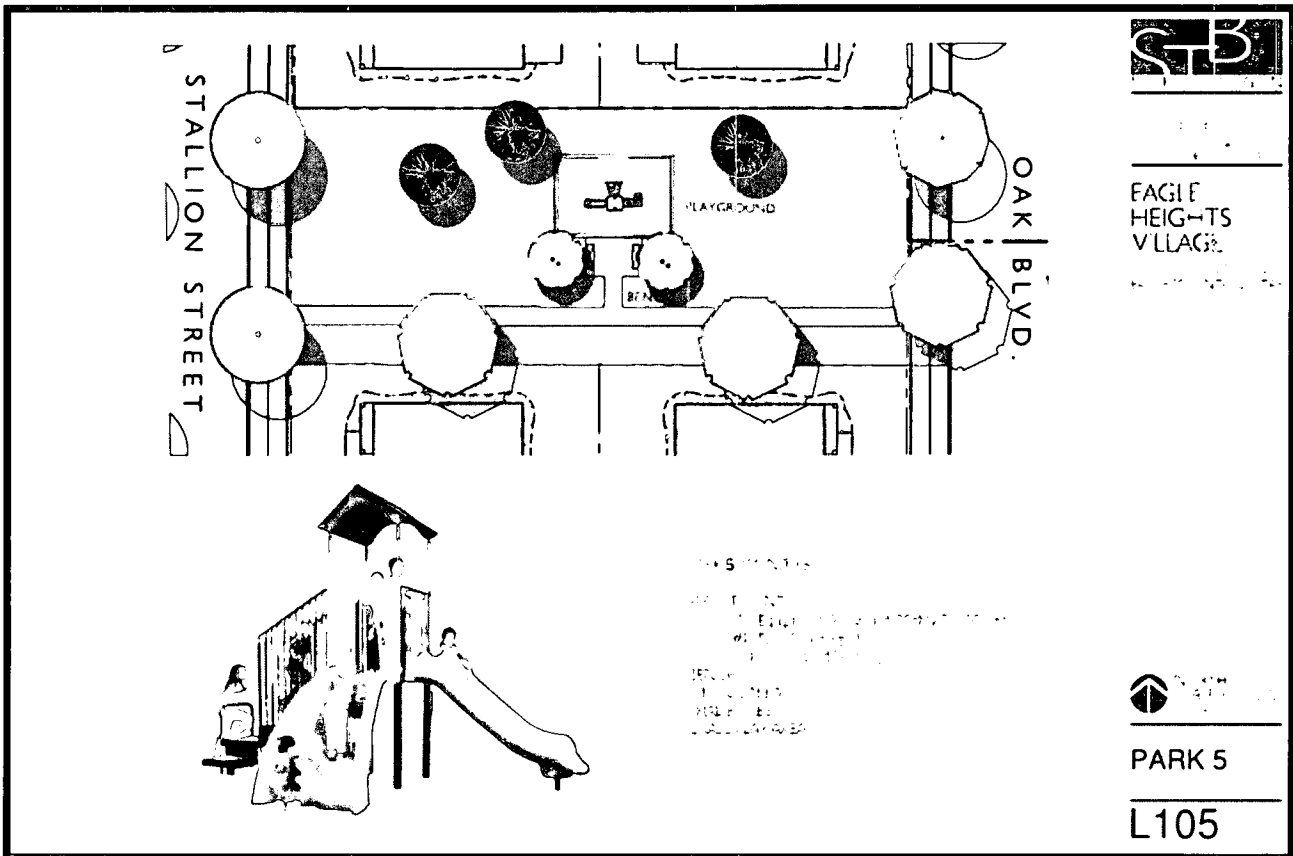
Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	11	22
Bicycle Rack (4+ bikes)	2	4	8
Trees (5) (A majority must be shade trees)	2	12	5
Shade Structure	4		
Drinking Fountain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

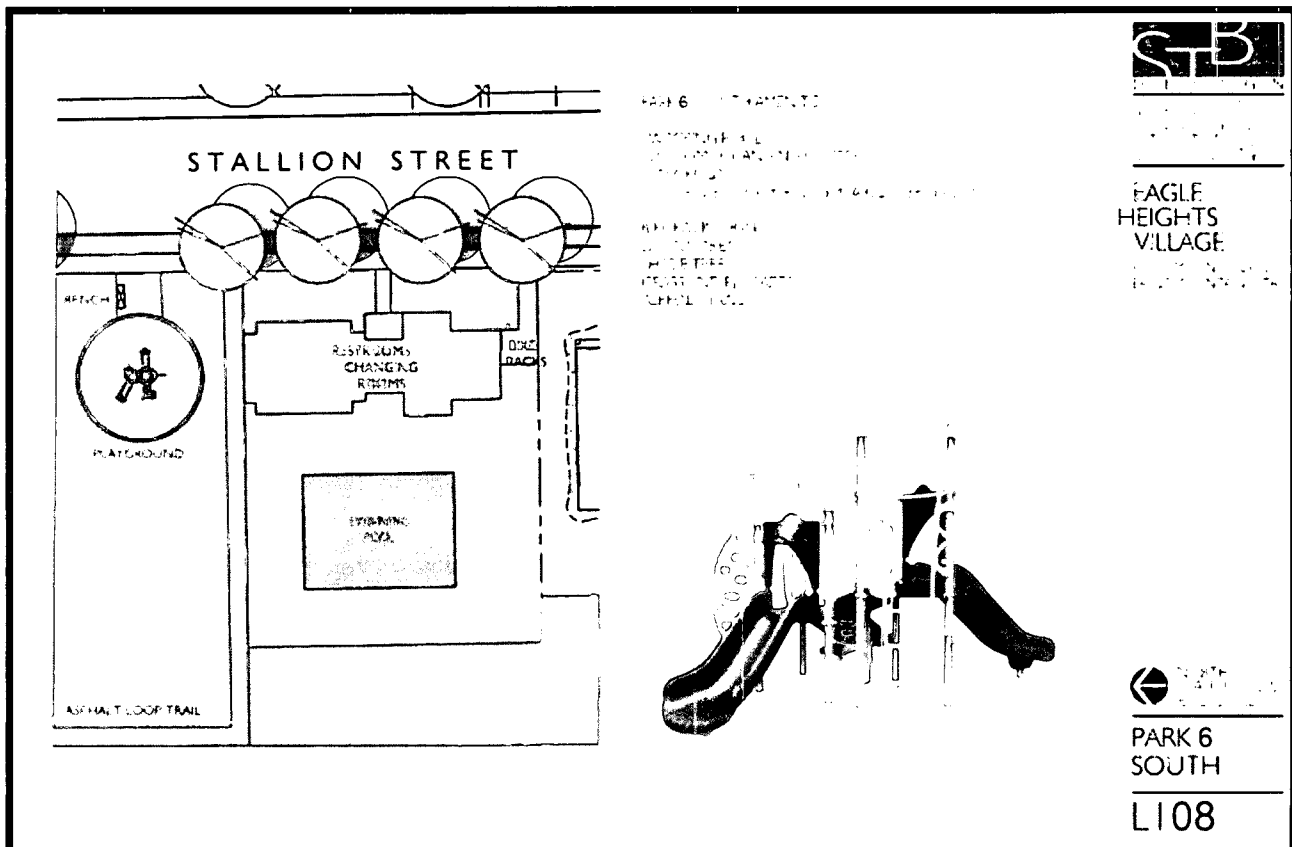
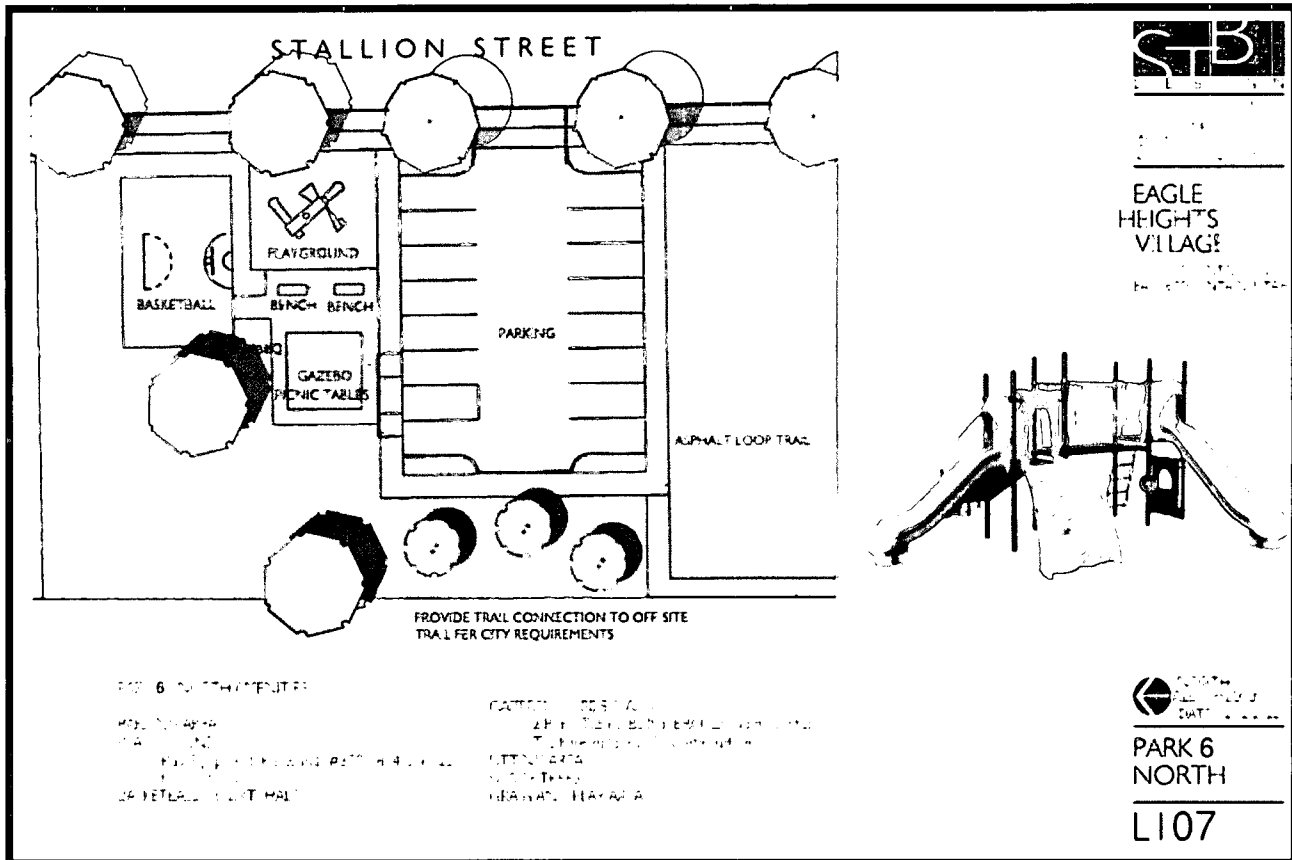
\* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent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

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

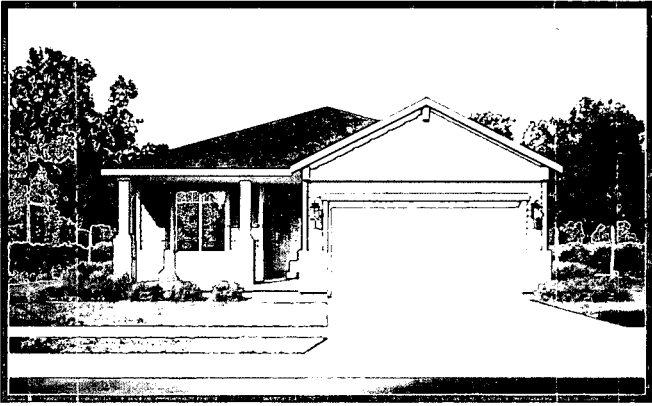
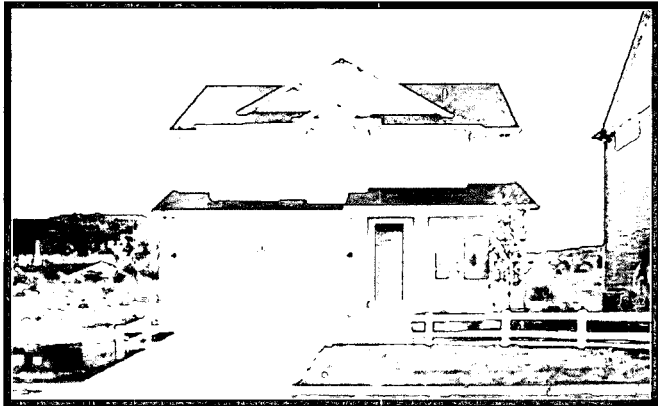
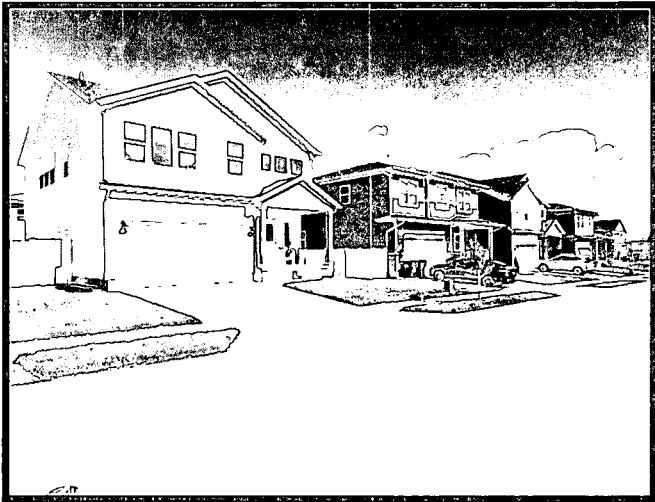




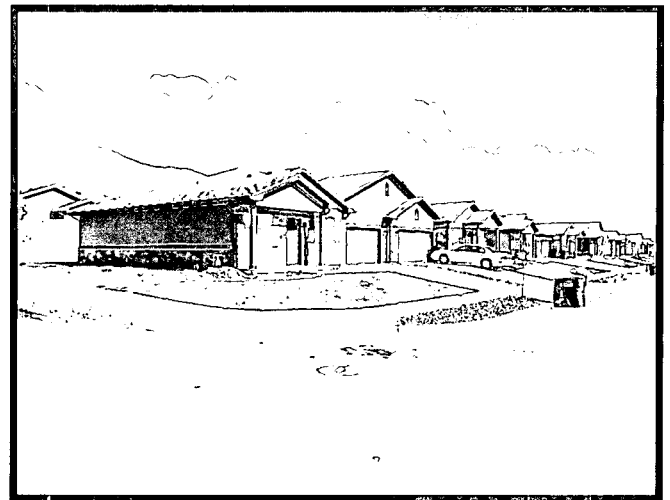
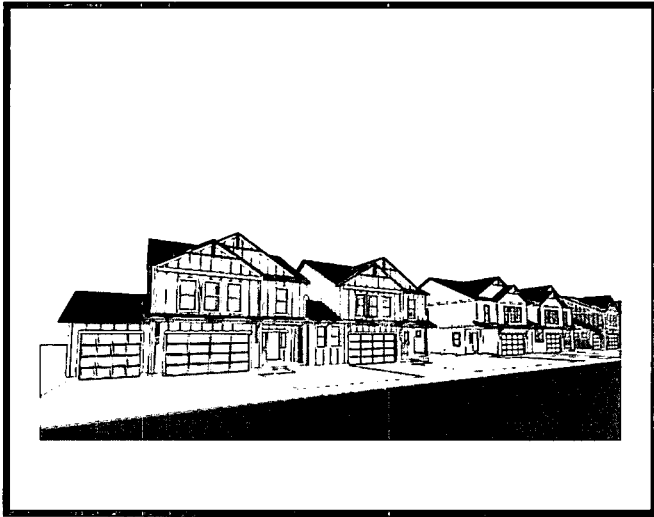




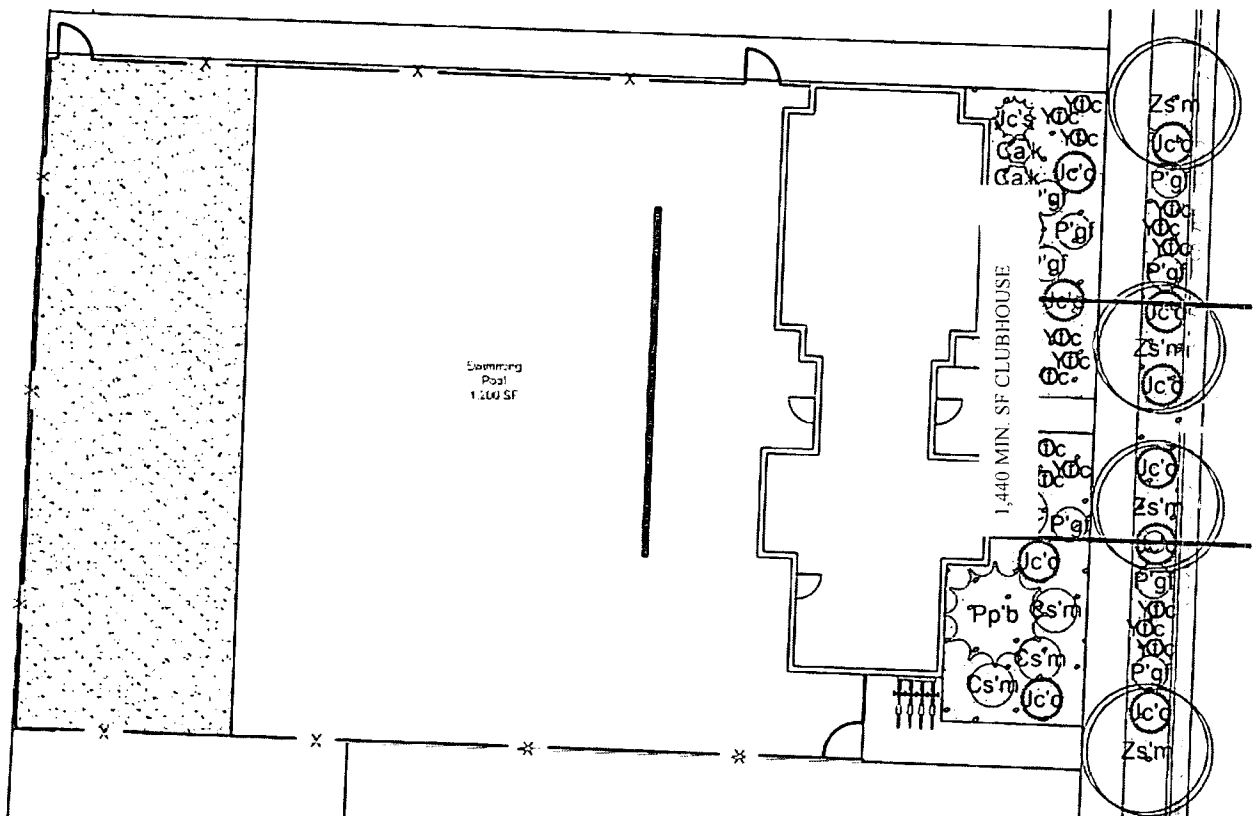
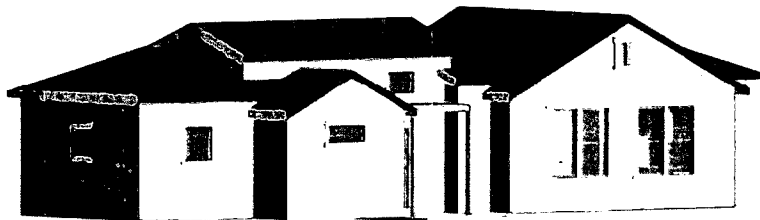
**EXHIBIT E**  
**SAMPLE HOME ELEVATIONS**







**EXHIBIT F**  
**SAMPLE POOL & CLUBHOUSE DESIGN**



## EXHIBIT G1



# Preliminary PLAT NOTICE OF DECISION Eagle Heights Village

---

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

**Project Name:** Eagle Heights Village Preliminary Plat

**Applicant:** Kirt Peterson, Horizon Development

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

### DEVELOPER CONDITIONS

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

### NEXT STEPS

Developer may now proceed with the following steps:

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

By:   
Steve Mumford  
Planning Director