Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #2

Movement

Directions Served Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #3

Movement

Directions Served

Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #4

Movement

Directions Served

Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, All Intervals

Movement

Directions Served Maximum Queue (ft) Average Queue (ft) 95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%) Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #1

Movement

Directions Served

Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #2

Movement

Directions Served

Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #3

Movement

Directions Served Maximum Queue (ft) Average Queue (ft) 95th Queue (ft) Link Distance (ft) Upstream Blk Time (%)

Queuing Penalty (veh) Storage Bay Dist (ft)

Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #4

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, All Intervals

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #1

Movement

Directions Served Maximum Queue (ft) Average Queue (ft) 95th Queue (ft) Link Distance (ft)

Link Distance (ft)
Upstream Blk Time (%)

Queuing Penalty (veh) Storage Bay Dist (ft)

Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #2

Movement

Directions Served Maximum Queue (ft) Average Queue (ft) 95th Queue (ft)

Link Distance (ft)
Upstream Blk Time (%)

Queuing Penalty (veh) Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #3

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)

Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #4

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)

Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 19: Mid Valley Road & Sweetwater Road, All Intervals

Movement

Directions Served

Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Network Summary

Network wide Queuing Penalty, Interval #1: 0 Network wide Queuing Penalty, Interval #2: 0 Network wide Queuing Penalty, Interval #3: 0 Network wide Queuing Penalty, Interval #4: 0 Network wide Queuing Penalty, All Intervals: 0



Project:

Eagle Mountain - Hidden Valley TIS

Analysis Period: Time Period:

Future (2030) Plus Project

PM Peak Hour

Project #: UT07-106

Intersection:

Pony Express Pkwy & Hidden Valley Pkwy

Signalized Type:

Type.		Signanzeu				
Approach	Movement	Demand	Volume	Served	Delay/Ve	h (sec)
		Volume	Avg	%	Avg	LOS
	L	14	13	91	76.0	Ε
NB	R Subtotal	1,004 1,018	1,000 1,013	100 100	12.3	В
SB						
EB	T R Subtotal	906 25 931	885 25 910	98 101 98	48.2 51.5	D D
WB	L T	1,755 1,434	1,585 1,341	90 94	114.6 9.5	F A
	Subtotal	3,189	2,926	92		
Total		5,137	4,849	94	52.2	D

Intersection:

Lone Tree Pkwy & Pony Express Pkwy Unsignalized

Type:		Unsignalized				
Approach	Movement	Demand	Volume	Served	Delay/Ve	h (sec)
111		Volume	Avg	%	Avg	LOS
sw	T	1,349	1,273	94	4.5	Α
344	R	99	86	87	5.1	Α
	Subtotal	1,448	1,359	94		
	L	8	7	85	12.9	В
NE	Т	839	821	98	1.7	Α
INE						
	Subtotal	847	828	98		
	L	91	88	97	53.7	F
EB						
	R	8	8	97	51.4	F
	Subtotal	99	96	97		
WB						
\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	1					
Total		2,394	2,283	95	5.6	Α



Project: Eagle Mountain - Hidden Valley TIS

Analysis Period: Future (2030) Plus Project

Time Period: PM Peak Hour Project #: UT07-106

Intersection: North Red Pine Rd & Pony Express Pkwy

Type: Signalized

.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Management	Dames	Nations.	0	D-10/-1	
Approach	Movement	Demand		e Served	Delay/Vel	
		Volume	Avg	%	Avg	LOS
	L	288	265	92	38.6	D
sw	Т	1,046	992	95	8.0	Α
300	R	23	23	101	6.3	Α
	Subtotal	1,357	1,280	94		
	L.	25	23	93	17.9	В
NE	Т	676	662	98	7.0	Α
NE	R	153	155	101	6.5	Α
	Subtotal	854	840	98		
	L	13	14	106	31.1	С
SE						
5-	R	15	16	105	9.4	Α
	Subtotal	28	30	107		
	L	85	85	100	32.2	С
l _{NW} l						
1444	R	158	151	96	6.9	Α
	Subtotal	243	236	97		
Total		2,483	2,386	96	12.0	В

Intersection: Hidden Valley Pkwy & Sage Road

Type: Signalized

Type:		Signalized				
Approach	Movement	Demand	Volum	e Served	Delay/Ve	h (sec)
		Volume	Avg	%	Avg	LOS
	L,	5	6	120	23.9	С
sw	T	12	13	106	22.3	С
SW	R	76	80	105	7.2	Α
	Subtotal	93	99	106		
	L	195	194	100	33.4	С
NE	т	22	22	101	25.3	C
INE	R	14	16	112	12.5	В
	Subtotal	231	232	100		
	L	139	125	90	22.7	С
SE	т	1,295	1,178	91	15.6	В
3E	R	346	318	92	16.0	В
	Subtotal	1,780	1,621	91		
	L	25	22	89	28.5	С
NW	Т	688	680	99	9.4	Α
INAA	R	9	9	97	6.3	Α
	Subtotal	722	711	98		
Total		2,826	2,663	94	15.7	В



Project:

Eagle Mountain - Hidden Valley TIS

Analysis Period:

Future (2030) Plus Project

Time Period:

PM Peak Hour

Project #: UT07-106

Intersection:

North Roundabout Road & Hidden Valley Pkwy

Type: Unsignalized

турс.		Olioigilalizea				
Approach	Movement	Demand	Volume	Served	Delay/Ve	h (sec)
		Volume	Avg	%	Avg	LOS
	L	15	14	92	5.1	Α
NB	T	477	476	100	6.2	Α
IND	R	24	24	101	4.8	Α
	Subtotal	516	514	100		
	L	97	84	87	9.4	Α
SB	Т	967	876	91	7.4	A
36	R	131	115	88	8.7	Α
	Subtotal	1,195	1,075	90		
	L	67	66	99	4.9	Α
EB						
LD	R	8	8	97	4.8	Α
	Subtotal	75	74	99		
	L	14	14	98	3.9	Α
WB						
'''	R	57	58	102	3.9	Α
	Subtotal	71	72	101		
Total		1,856	1,735	93	6.9	Ā

Intersection:

Hidden Valley Pkwy & South Roundabout Road

ype: Unsignalized

Type:		Unsignalized				
Approach	Movement	Demand	Volume	Served	Delay/Ve	h (sec)
		Volume	Avg	%	Avg	LOS
	L	62	63	102	4.7	Α
NB	R Subtotal	249 311	254 317	102 102	4.2	Α
SB						
ЕВ	T R Subtotal	266 101 367	259 103 362	97 102 99	10.1 9.3	B A
WB	L T	404 262	366 234	91 89	6.1 6.7	A A
	Subtotal	666	600	90		
Total		1,344	1,279	95	6.8	Α



Project:

Eagle Mountain - Hidden Valley TIS

Analysis Period:

Future (2030) Plus Project

Time Period:

PM Peak Hour

Project #: UT07-106

Intersection:

Mid Valley Road & Sweetwater Road

Unsignalized Type:

1750.		Onorginanzoa			D	
Approach	Movement	Demand		Served	Delay/Vel	n (sec)
		Volume	Avg	%	Avg	LOS
NB	T R Subtotal	593 199 792	585 195 780	99 98 98	1.8 2.0	A A
SB	T Subtotal	726 726	673 673	93 93	6.8	Α
EB	Odbiolai	720	010	30		
WB	L T Subtotal	142 180 322	121 160 281	85 89 87	38.7 4.3	E A
Total		1,840	1,734	94	6.6	Ā

Intersection:

Lake Mountain Road & Sweetwater Road

Type:

Unsignalized Approach Movement Demand **Volume Served** Delay/Veh (sec) Avg Avg LOS Volume Т 593 586 99 4.0 Α NB Subtotal 593 586 99 78 74 95 5.8 L Α Т 1,068 1,020 95 2.8 Α SB Subtotal 1,146 1,094 95 EB **WB** R 46 95 44 4.4 Α Subtotal 46 44 96 1,786 1,724 97 3.4 Ā Total

3: Pony Express Pkwy & Hidden Valley Pkwy Performance by movement Interval #1 5:00

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	2.6	0.1	12.7	0.8	0.0	0.6	16.8
Delay / Veh (s)	45.5	48.2	109.1	9.2	46.5	9.3	50.8
Vehicles Entered	208	6	451	327	3	232	1227
Vehicles Exited	205	6	388	321	3	236	1159
Hourly Exit Rate	820	24	1552	1284	12	944	4636
Input Volume	879	24	1704	1392	14	975	4988
% of Volume	93	100	91	92	86	97	93

3: Pony Express Pkwy & Hidden Valley Pkwy Performance by movement Interval #2 5:15

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	3.6	0.1	14.7	1.2	0.0	0.8	20.4
Delay / Veh (s)	53.6	66.2	127.8	12.1	48.2	11.0	58.4
Vehicles Entered	247	7	419	344	4	253	1274
Vehicles Exited	243	6	411	344	2	241	1247
Hourly Exit Rate	972	24	1644	1376	8	964	4988
Input Volume	985	27	1908	1559	15	1091	5585
% of Volume	99	89	86	88	53	88	89

3: Pony Express Pkwy & Hidden Valley Pkwy Performance by movement Interval #3 5:30

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	2.9	0.1	16.8	1.4	0.1	0.9	22.1
Delay / Veh (s)	46.1	46.5	155.4	15.1	83.8	12.9	65.8
Vehicles Entered	221	8	385	334	3	246	1197
Vehicles Exited	224	9	390	338	3	259	1223
Hourly Exit Rate	896	36	1560	1352	12	1036	4892
Input Volume	879	24	1704	1392	14	975	4988
% of Volume	102	150	92	97	86	106	98

3: Pony Express Pkwy & Hidden Valley Pkwy Performance by movement Interval #4 5:45

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	3.4	0.1	16.6	1.4	0.1	0.8	22.3
Delay / Veh (s)	52.5	84.1	147.9	14.1	133.6	11.0	64.6
Vehicles Entered	228	4	411	350	1	250	1244
Vehicles Exited	231	4	398	351	3	250	1237
Hourly Exit Rate	924	16	1592	1404	12	1000	4948
Input Volume	879	24	1704	1392	14	975	4988
% of Volume	105	67	93	101	86	103	99

3: Pony Express Pkwy & Hidden Valley Pkwy Performance by movement Entire Run

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	12.5	0.4	60.8	4.8	0.2	3.0	81.7
Delay / Veh (s)	49.7	57.6	134.6	12.7	73.0	11.1	59.9
Vehicles Entered	904	25	1666	1355	11	981	4942
Vehicles Exited	903	25	1587	1354	11	986	4866
Hourly Exit Rate	903	25	1587	1354	11	986	4866
Input Volume	906	25	1755	1434	14	1004	5137
% of Volume	100	101	90	94	77	98	95

5: Lone Tree Pkwy & Pony Express Pkwy Performance by movement Interval #1 5:00

Movement	EBL	EBR	NEL	NET	SWT	SWR	All
Total Delay (hr)	0.3	0.0	0.0	0.1	0.3	0.0	0.8
Delay / Veh (s)	51.2	58.1	10.1	1.5	4.0	2.9	5.3
Vehicles Entered	23	3	2	197	304	20	549
Vehicles Exited	23	3	2	191	294	24	537
Hourly Exit Rate	92	12	8	764	1176	96	2148
Input Volume	88	8	8	815	1310	96	2325
% of Volume	105	150	100	94	90	100	92

5: Lone Tree Pkwy & Pony Express Pkwy Performance by movement Interval #2 5:15

Movement	EBL	EBR	NEL	NET	SWT	SWR	All	
Total Delay (hr)	0.3	0.1	0.0	0.1	0.4	0.0	1.0	
Delay / Veh (s)	60.8	61.3	10.1	2.1	4.8	6.5	5.8	
Vehicles Entered	20	3	2	231	322	24	602	
Vehicles Exited	17	3	2	236	331	24	613	
Hourly Exit Rate	68	12	8	944	1324	96	2452	
Input Volume	99	9	9	912	1466	108	2603	
% of Volume	69	133	89	104	90	89	94	

5: Lone Tree Pkwy & Pony Express Pkwy Performance by movement Interval #3 5:30

Movement	EBL	EBR	NET	SWT	SWR	All	100
Total Delay (hr)	0.4	0.0	0.1	0.4	0.0	0.9	
Delay / Veh (s)	48.4	113.4	1.7	4.8	4.8	5.9	
Vehicles Entered	25	1	207	319	22	574	
Vehicles Exited	29	1	200	314	23	567	
Hourly Exit Rate	116	4	800	1256	92	2268	
Input Volume	88	8	815	1310	96	2325	
% of Volume	132	50	98	96	96	98	

5: Lone Tree Pkwy & Pony Express Pkwy Performance by movement Interval #4 5:45

Movement	EBL	EBR	NEL	NET	SWT	SWR	All	
Total Delay (hr)	0.6	0.1	0.0	0.1	0.4	0.0	1.2	
Delay / Veh (s)	81.2	76.6	18.7	1.7	4.4	6.8	7.5	
Vehicles Entered	28	3	3	200	333	21	588	
Vehicles Exited	26	3	3	206	328	20	586	
Hourly Exit Rate	104	12	12	824	1312	80	2344	
Input Volume	88	8	8	815	1310	96	2325	
% of Volume	118	150	150	101	100	83	101	

5: Lone Tree Pkwy & Pony Express Pkwy Performance by movement Entire Run

Movement	EBL	EBR	NEL	NET	SWT	SWR	All
Total Delay (hr)	1.6	0.2	0.0	0.4	1.6	0.1	3.9
Delay / Veh (s)	60.7	70.1	13.8	1.8	4.5	5.2	6.2
Vehicles Entered	96	10	7	835	1278	87	2313
Vehicles Exited	95	10	7	833	1267	91	2303
Hourly Exit Rate	95	10	7	833	1267	91	2303
Input Volume	91	8	8	839	1349	99	2394
% of Volume	105	121	85	99	94	92	96

7: North Red Pine Rd & Pony Express Pkwy Performance by movement Interval #1 5:00

Movement	SEL	SER	NWL	NWR	NEL	NET	NER	SWL	SWT	SWR	All
Total Delay (hr)	0.1	0.0	0.3	0.1	0.0	0.3	0.1	0.4	0.4	0.0	1.7
Delay / Veh (s)	57.3	16.1	43.3	6.9	18.5	6.5	7.7	24.0	6.3	4.4	10.5
Vehicles Entered	5	4	24	37	7	155	40	62	234	1	569
Vehicles Exited	4	4	23	40	6	155	39	66	235	1	573
Hourly Exit Rate	16	16	92	160	24	620	156	264	940	4	2292
Input Volume	13	15	83	153	24	656	149	280	1016	22	2411
% of Volume	123	107	111	105	100	95	105	94	93	18	95

7: North Red Pine Rd & Pony Express Pkwy Performance by movement Interval #2 5:15

Movement	SEL	SER	NWL	NWR	NEL	NET	NER	SWL	SWT	SWR	All
Total Delay (hr)	0.0	0.0	0.3	0.1	0.0	0.5	0.1	0.8	0.5	0.0	2.3
Delay / Veh (s)	4.1	0.4	35.5	9.3	18.1	9.3	7.5	41.8	7.3	5.5	13.0
Vehicles Entered	0	1	30	47	7	187	48	72	259	3	654
Vehicles Exited	1	1	27	45	7	187	48	67	258	3	644
Hourly Exit Rate	4	4	108	180	28	748	192	268	1032	12	2576
Input Volume	14	16	92	172	27	735	166	313	1138	25	2698
% of Volume	29	25	117	105	104	102	116	86	91	48	95

7: North Red Pine Rd & Pony Express Pkwy Performance by movement Interval #3 5:30

Movement	SEL	SER	NWL	NWR	NEL	NET	NER	SWL	SWT	SWR	All
Total Delay (hr)	0.0	0.0	0.2	0.1	0.0	0.3	0.1	0.4	0.5	0.0	1.7
Delay / Veh (s)	25.1	7.6	32.6	7.2	15.0	7.1	6.1	20.1	7.7	5.3	9.9
Vehicles Entered	3	4	23	43	6	157	43	63	245	7	594
Vehicles Exited	3	4	26	45	7	159	42	67	246	7	606
Hourly Exit Rate	12	16	104	180	28	636	168	268	984	28	2424
Input Volume	13	15	83	153	24	656	149	280	1016	22	2411
% of Volume	92	107	125	118	117	97	113	96	97	127	101

7: North Red Pine Rd & Pony Express Pkwy Performance by movement Interval #4 5:45

Movement	SER	NWL	NWR	NEL	NET	NER	SWL	SWT	SWR	All	
Total Delay (hr)	0.0	0.2	0.1	0.0	0.3	0.1	0.3	0.5	0.0	1.4	
Delay / Veh (s)	10.4	31.3	7.3	9.3	5.8	6.9	20.3	6.6	4.4	8.7	
Vehicles Entered	4	21	43	4	162	36	62	267	2	601	
Vehicles Exited	4	18	43	4	160	37	62	269	2	599	
Hourly Exit Rate	16	72	172	16	640	148	248	1076	8	2396	
Input Volume	15	83	153	24	656	149	280	1016	22	2411	
% of Volume	107	87	112	67	98	99	89	106	36	99	

7: North Red Pine Rd & Pony Express Pkwy Performance by movement Entire Run

Movement	SEL	SER	NWL	NWR	NEL	NET	NER	SWL	SWT	SWR	All
Total Delay (hr)	0.1	0.0	0.9	0.4	0.1	1.3	0.3	1.9	2.0	0.0	7.1
Delay / Veh (s)	38.6	10.5	35.4	7.7	15.8	7.3	7.1	26.8	7.0	5.1	10.6
Vehicles Entered	8	13	98	170	24	661	167	259	1005	13	2418
Vehicles Exited	8	13	94	173	24	661	166	262	1008	13	2422
Hourly Exit Rate	8	13	94	173	24	661	166	262	1008	13	2422
Input Volume	13	15	85	158	25	676	153	288	1046	23	2483
% of Volume	60	85	110	110	97	98	108	91	96	57	98

10: Hidden Valley Pkwy & Sage Road Performance by movement Interval #1 5:00

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWT	SWR	All
Total Delay (hr)	0.2	1.2	0.3	0.0	0.4	0.0	0.3	0.0	0.0	0.0	0.0	2.5
Delay / Veh (s)	20.5	14.7	14.9	28.6	9.3	6.0	24.1	22.7	18.4	0.8	6.6	14.3
Vehicles Entered	33	297	64	7	156	3	46	6	2	1	17	632
Vehicles Exited	32	308	62	6	155	3	51	8	2	1	16	644
Hourly Exit Rate	128	1232	248	24	620	12	204	32	8	4	64	2576
Input Volume	135	1257	336	24	668	9	189	21	14	12	74	2744
% of Volume	95	98	74	100	93	133	108	152	57	33	86	94

10: Hidden Valley Pkwy & Sage Road Performance by movement Interval #2 5:15

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWT	SWR	All
Total Delay (hr)	0.3	1.5	0.3	0.0	0.5	0.0	0.6	0.0	0.0	0.0	0.0	3.3
Delay / Veh (s)	26.1	17.5	15.5	27.0	11.1	6.2	37.7	11.6	8.5	18.4	6.2	17.5
Vehicles Entered	39	305	73	6	159	3	55	5	3	5	18	671
Vehicles Exited	41	310	76	5	165	3	53	5	3	5	18	684
Hourly Exit Rate	164	1240	304	20	660	12	212	20	12	20	72	2736
Input Volume	151	1408	376	27	748	10	212	24	15	13	83	3072
% of Volume	109	88	81	74	88	120	100	83	80	154	87	89

10: Hidden Valley Pkwy & Sage Road Performance by movement Interval #3 5:30

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Total Delay (hr)	0.2	1.2	0.3	0.1	0.4	0.0	0.5	0.0	0.0	0.0	0.0	0.0
Delay / Veh (s)	22.9	14.8	13.8	30.5	8.8	15.4	37.7	26.6	15.1	55.4	29.5	5.2
Vehicles Entered	30	290	79	6	179	2	45	5	7	1	3	19
Vehicles Exited	31	291	80	8	172	2	46	3	7	1	3	19
Hourly Exit Rate	124	1164	320	32	688	8	184	12	28	4	12	76
Input Volume	135	1257	336	24	668	9	189	21	14	5	12	74
% of Volume	92	93	95	133	103	89	97	57	200	80	100	103

10: Hidden Valley Pkwy & Sage Road Performance by movement Interval #3 5:30

Movement	All	
Total Delay (hr)	2.8	
Delay / Veh (s)	15.2	
Vehicles Entered	666	
Vehicles Exited	663	
Hourly Exit Rate	2652	
Input Volume	2744	
% of Volume	97	

10: Hidden Valley Pkwy & Sage Road Performance by movement Interval #4 5:45

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWT	SWR	All
Total Delay (hr)	0.2	1.3	0.3	0.1	0.5	0.0	0.4	0.0	0.0	0.0	0.0	2.8
Delay / Veh (s)	20.1	15.9	16.0	26.3	9.9	4.9	26.8	16.4	2.9	35.4	4.4	15.3
Vehicles Entered	33	293	76	7	175	3	54	7	4	3	17	672
Vehicles Exited	33	292	76	7	167	3	55	9	4	3	18	667
Hourly Exit Rate	132	1168	304	28	668	12	220	36	16	12	72	2668
Input Volume	135	1257	336	24	668	9	189	21	14	12	74	2744
% of Volume	98	93	90	117	100	133	116	171	114	100	97	97

10: Hidden Valley Pkwy & Sage Road Performance by movement Entire Run

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Total Delay (hr)	0.9	5.2	1.2	0.2	1.8	0.0	1.8	0.1	0.0	0.0	0.1	0.1
Delay / Veh (s)	22.6	15.8	15.1	27.1	9.8	7.5	31.7	18.9	11.2	55.4	24.0	5.6
Vehicles Entered	135	1185	292	26	669	11	200	23	16	1	12	71
Vehicles Exited	137	1201	294	26	659	11	205	25	16	1	12	71
Hourly Exit Rate	137	1201	294	26	659	11	205	25	16	1	12	71
Input Volume	139	1295	346	25	688	9	195	22	14	5	12	76
% of Volume	99	93	85	105	96	119	105	115	112	20	98	93

10: Hidden Valley Pkwy & Sage Road Performance by movement Entire Run

Movement	All	4 - 20, 119	- W - W	
Total Delay (hr)	11.5			
Delay / Veh (s)	15.6			
Vehicles Entered	2641			
Vehicles Exited	2658			
Hourly Exit Rate	2658			
Input Volume	2826			
% of Volume	94			

12: North Roundabout Road & Hidden Valley Pkwy Performance by movement Interval #1 5:00

Movement	EBL	EBR	WBL	WBR	NBT	NBR	SBL	SBT	SBR	All	
Total Delay (hr)	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.5	0.1	0.8	
Delay / Veh (s)	5.5	3.0	3.9	3.7	5.5	8.8	9.2	7.7	9.0	7.0	
Vehicles Entered	17	1	4	11	106	5	14	229	26	413	
Vehicles Exited	17	1	4	11	107	4	16	229	29	418	
Hourly Exit Rate	68	4	16	44	428	16	64	916	116	1672	
Input Volume	65	8	14	55	463	23	94	939	127	1803	
% of Volume	105	50	114	80	92	70	68	98	91	93	

12: North Roundabout Road & Hidden Valley Pkwy Performance by movement Interval #2 5:15

Movement	EBL	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.1	0.6	0.1	1.1
Delay / Veh (s)	8.0	4.2	3.9	5.3	5.1	5.2	5.2	16.3	10.0	9.6	8.5
Vehicles Entered	18	3	6	21	3	118	9	20	230	26	454
Vehicles Exited	20	3	6	20	3	112	10	20	230	27	451
Hourly Exit Rate	80	12	24	80	12	448	40	80	920	108	1804
Input Volume	73	9	15	62	16	518	26	105	1050	142	2016
% of Volume	110	133	160	129	75	86	154	76	88	76	89

12: North Roundabout Road & Hidden Valley Pkwy Performance by movement Interval #3 5:30

Movement	EBL	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.4	0.0	0.8
Delay / Veh (s)	5.2	2.6	2.2	6.3	4.7	6.4	8.1	7.2	7.2	6.4	6.7
Vehicles Entered	21	3	2	13	5	119	7	15	221	27	433
Vehicles Exited	21	3	2	14	5	125	7	14	221	26	438
Hourly Exit Rate	84	12	8	56	20	500	28	56	884	104	1752
Input Volume	65	8	14	55	15	463	23	94	939	127	1803
% of Volume	129	150	57	102	133	108	122	60	94	82	97

12: North Roundabout Road & Hidden Valley Pkwy Performance by movement Interval #4 5:45

Movement	EBL	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Total Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.1	0.4	0.1	0.8
Delay / Veh (s)	4.5	2.1	2.7	2.9	4.5	5.8	4.9	9.1	7.5	9.2	6.8
Vehicles Entered	21	1	4	13	3	121	10	23	201	30	427
Vehicles Exited	18	1	4	13	3	120	9	24	205	30	427
Hourly Exit Rate	72	4	16	52	12	480	36	96	820	120	1708
Input Volume	65	8	14	55	15	463	23	94	939	127	1803
% of Volume	111	50	114	95	80	104	157	102	87	94	95

12: North Roundabout Road & Hidden Valley Pkwy Performance by movement Entire Run

Movement	EBL	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Total Delay (hr)	0.1	0.0	0.0	0.1	0.0	0.7	0.1	0.2	2.0	0.3	3.5
Delay / Veh (s)	5.8	3.2	3.4	4.7	4.8	5.7	6.2	10.7	8.1	8.6	7.3
Vehicles Entered	77	8	16	58	11	464	31	72	881	109	1727
Vehicles Exited	76	8	16	58	11	464	30	74	885	112	1734
Hourly Exit Rate	76	8	16	58	11	464	30	74	885	112	1734
Input Volume	67	8	14	57	15	477	24	97	967	131	1856
% of Volume	113	97	112	102	72	97	126	76	92	86	93

15: Hidden Valley Pkwy & South Roundabout Road Performance by movement Interval #1 5:00

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	0.2	0.0	0.1	0.1	0.0	0.1	0.5
Delay / Veh (s)	10.8	9.4	5.5	5.9	4.3	3.8	6.5
Vehicles Entered	60	21	94	63	15	52	305
Vehicles Exited	59	18	91	59	15	52	294
Hourly Exit Rate	236	72	364	236	60	208	1176
Input Volume	258	98	392	255	60	242	1305
% of Volume	91	73	93	93	100	86	90

15: Hidden Valley Pkwy & South Roundabout Road Performance by movement Interval #2 5:15

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All	
Total Delay (hr)	0.2	0.1	0.2	0.1	0.0	0.1	0.7	
Delay / Veh (s)	9.6	9.5	6.2	7.7	3.7	4.1	6.9	
Vehicles Entered	71	25	101	62	21	59	339	
Vehicles Exited	69	27	100	63	21	61	341	
Hourly Exit Rate	276	108	400	252	84	244	1364	
Input Volume	289	110	439	285	67	271	1461	
% of Volume	96	98	91	88	125	90	93	

15: Hidden Valley Pkwy & South Roundabout Road Performance by movement Interval #3 5:30

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All	
Total Delay (hr)	0.2	0.1	0.1	0.1	0.0	0.1	0.6	
Delay / Veh (s)	9.1	9.4	6.0	5.9	4.3	4.0	6.5	
Vehicles Entered	70	24	83	60	10	60	307	
Vehicles Exited	73	23	85	63	11	58	313	
Hourly Exit Rate	292	92	340	252	44	232	1252	
nput Volume	258	98	392	255	60	242	1305	
% of Volume	113	94	87	99	73	96	96	

15: Hidden Valley Pkwy & South Roundabout Road Performance by movement Interval #4 5:45

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	0.2	0.1	0.2	0.1	0.0	0.1	0.6
Delay / Veh (s)	9.7	9.5	6.6	6.0	2.8	3.8	6.7
Vehicles Entered	64	26	95	51	9	71	316
Vehicles Exited	64	28	98	45	7	69	311
Hourly Exit Rate	256	112	392	180	28	276	1244
Input Volume	258	98	392	255	60	242	1305
% of Volume	99	114	100	71	47	114	95

15: Hidden Valley Pkwy & South Roundabout Road Performance by movement Entire Run

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Total Delay (hr)	0.7	0.2	0.6	0.4	0.1	0.3	2.3
Delay / Veh (s)	9.7	9.3	6.0	6.4	4.0	3.9	6.6
Vehicles Entered	265	96	373	236	55	242	1267
Vehicles Exited	265	96	374	230	54	240	1259
Hourly Exit Rate	265	96	374	230	54	240	1259
Input Volume	266	101	404	262	62	249	1344
% of Volume	100	95	93	88	87	96	94

19: Mid Valley Road & Sweetwater Road Performance by movement Interval #1 5:00

Movement	WBL	WBT	NBT	NBR	SBT	All	
Total Delay (hr)	0.2	0.0	0.1	0.0	0.2	0.6	
Delay / Veh (s)	31.0	5.4	1.4	1.5	5.6	5.5	
Vehicles Entered	33	28	136	44	157	398	
Vehicles Exited	24	26	140	40	139	369	
Hourly Exit Rate	96	104	560	160	556	1476	
Input Volume	138	175	576	193	705	1787	
% of Volume	70	59	97	83	79	83	

19: Mid Valley Road & Sweetwater Road Performance by movement Interval #2 5:15

Movement	WBL	WBT	NBT	NBR	SBT	All	15.4
Total Delay (hr)	0.5	0.1	0.1	0.0	0.3	1.0	
Delay / Veh (s)	53.3	5.2	2.1	2.7	6.3	7.5	
Vehicles Entered	36	46	185	55	175	497	
Vehicles Exited	35	46	181	57	182	501	
Hourly Exit Rate	140	184	724	228	728	2004	
Input Volume	154	197	645	216	789	2001	
% of Volume	91	93	112	106	92	100	

19: Mid Valley Road & Sweetwater Road Performance by movement Interval #3 5:30

Movement	WBL	WBT	NBT	NBR	SBT	All	The state of the s
Total Delay (hr)	0.4	0.1	0.1	0.0	0.4	1.0	
Delay / Veh (s)	44.8	4.6	1.7	2.0	7.4	7.8	
Vehicles Entered	33	44	137	45	190	449	
Vehicles Exited	38	43	141	45	188	455	
Hourly Exit Rate	152	172	564	180	752	1820	
nput Volume	138	175	576	193	705	1787	
% of Volume	110	98	98	93	107	102	

19: Mid Valley Road & Sweetwater Road Performance by movement Interval #4 5:45

Movement	WBL	WBT	NBT	NBR	SBT	All
Total Delay (hr)	0.3	0.1	0.1	0.0	0.4	0.9
Delay / Veh (s)	52.4	4.7	2.0	3.1	7.7	7.2
Vehicles Entered	17	41	135	43	187	423
Vehicles Exited	22	42	138	44	185	431
Hourly Exit Rate	88	168	552	176	740	1724
Input Volume	138	175	576	193	705	1787
% of Volume	64	96	96	91	105	96

19: Mid Valley Road & Sweetwater Road Performance by movement Entire Run

Movement	WBL	WBT	NBT	NBR	SBT	All	
Total Delay (hr)	1.5	0.2	0.3	0.1	1.3	3.5	
Delay / Veh (s)	45.3	4.9	1.8	2.4	6.8	7.1	
Vehicles Entered	119	159	593	187	709	1767	
Vehicles Exited	119	157	600	186	694	1756	
Hourly Exit Rate	119	157	600	186	694	1756	
Input Volume	142	180	593	199	726	1840	
% of Volume	84	87	101	94	96	95	

23: Lake Mountain Road & Sweetwater Road Performance by movement Interval #1 5:00

Movement	WBR	NBT	SBL	SBT	All	RMhring	
Total Delay (hr)	0.0	0.2	0.0	0.2	0.3	=	
Delay / Veh (s)	5.2	3.9	5.7	2.2	3.0		
Vehicles Entered	11	140	18	244	413		
Vehicles Exited	11	146	19	244	420		
Hourly Exit Rate	44	584	76	976	1680		
Input Volume	45	576	76	1038	1735		
% of Volume	98	101	100	94	97		

23: Lake Mountain Road & Sweetwater Road Performance by movement Interval #2 5:15

Movement	WBR	NBT	SBL	SBT	All	
Total Delay (hr)	0.0	0.2	0.0	0.2	0.5	
Delay / Veh (s)	6.4	4.6	6.5	2.8	3.7	
Vehicles Entered	14	181	24	261	480	
Vehicles Exited	13	171	25	260	469	
Hourly Exit Rate	52	684	100	1040	1876	
Input Volume	50	645	85	1160	1940	
% of Volume	104	106	118	90	97	

23: Lake Mountain Road & Sweetwater Road Performance by movement Interval #3 5:30

Movement	WBR	NBT	SBL	SBT	All
Total Delay (hr)	0.0	0.1	0.0	0.2	0.4
Delay / Veh (s)	4.2	3.3	6.0	2.9	3.2
Vehicles Entered	10	141	17	259	427
Vehicles Exited	11	148	14	261	434
Hourly Exit Rate	44	592	56	1044	1736
Input Volume	45	576	76	1038	1735
% of Volume	98	103	74	101	100

23: Lake Mountain Road & Sweetwater Road Performance by movement Interval #4 5:45

Movement	WBR	NBT	SBL	SBT	All	
Total Delay (hr)	0.0	0.2	0.0	0.2	0.5	
Delay / Veh (s)	6.7	4.4	6.2	3.2	3.8	
Vehicles Entered	14	138	19	272	443	
Vehicles Exited	14	138	21	259	432	
Hourly Exit Rate	56	552	84	1036	1728	
Input Volume	45	576	76	1038	1735	
% of Volume	124	96	111	100	100	

23: Lake Mountain Road & Sweetwater Road Performance by movement Entire Run

Movement	WBR	NBT	SBL	SBT	All	A separate the second second second second
Total Delay (hr)	0.1	0.7	0.1	0.8	1.7	
Delay / Veh (s)	5.7	4.1	6.2	2.8	3.5	
Vehicles Entered	49	600	78	1036	1763	
Vehicles Exited	49	603	79	1024	1755	
Hourly Exit Rate	49	603	79	1024	1755	
nput Volume	46	593	78	1068	1786	
% of Volume	106	102	101	96	98	

Total Network Performance By Interval

Interval Start	5:00	5:15	5:30	5:45	All	
Total Delay (hr)	36.8	59.6	85.5	93.4	275.2	
Delay / Veh (s)	103.4	147.5	221.7	245.5	180.4	
Vehicles Entered	1364	1488	1364	1368	5584	
Vehicles Exited	1203	1420	1411	1369	5403	
Hourly Exit Rate	4812	5680	5644	5476	5403	
Input Volume	32036	35858	32036	32036	32992	
% of Volume	15	16	18	17	16	

Intersection: 1: Bend, Interval #1

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 1: Bend, Interval #2

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)

Queuing Penalty (veh)

Intersection: 1: Bend, Interval #3

Movement

Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Intersection: 1: Bend, Interval #4

Movement	EB	EB	STATE OF THE STATE OF
Directions Served	Т	Т	
Maximum Queue (ft)	655	632	
Average Queue (ft)	94	90	
95th Queue (ft)	472	455	
Link Distance (ft)	1296	1296	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 1: Bend, All Intervals

Movement	EB	EB	
Directions Served	T	Т	
Maximum Queue (ft)	655	632	
Average Queue (ft)	23	23	
95th Queue (ft)	224	216	
Link Distance (ft)	1296	1296	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 3: Pony Express Pkwy & Hidden Valley Pkwy, Interval #1

Movement	EB	EB	WB	WB	WB	WB	B1	B1	NB	
Directions Served	T	TR	L	L	Т	Т	Т	Т	L	
Maximum Queue (ft)	330	421	1405	1317	1305	1260	127	145	50	
Average Queue (ft)	263	295	1085	1066	947	825	22	21	15	
95th Queue (ft)	362	419	1656	1599	1634	1486	95	104	46	
Link Distance (ft)	2154	2154	1296	1296	1296	1296	1751	1751	1723	
Upstream Blk Time (%)			2	1	0					
Queuing Penalty (veh)			0	0	0					
Storage Bay Dist (ft)										
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 3: Pony Express Pkwy & Hidden Valley Pkwy, Interval #2

Movement	EB	EB	WB	WB	WB	WB	B1	B1	NB	
Directions Served	Т	TR	L	L	Т	T	Т	Т	L	
Maximum Queue (ft)	530	564	1368	1366	1288	1162	1757	1760	28	
Average Queue (ft)	359	366	1241	1238	1189	1004	300	303	4	
95th Queue (ft)	509	539	1394	1381	1320	1157	1300	1306	20	
Link Distance (ft)	2154	2154	1296	1296	1296	1296	1751	1751	1723	
Upstream Blk Time (%)			4	2	0		0	0		
Queuing Penalty (veh)			0	0	0		0	0		
Storage Bay Dist (ft)										
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 3: Pony Express Pkwy & Hidden Valley Pkwy, Interval #3

Movement	EB	EB	WB	WB	WB	WB	B1	B1	NB	W	
Directions Served	Т	TR	L	L	T	Т	Т	T	L		
Maximum Queue (ft)	403	400	1368	1368	1321	1288	1766	1766	49		
Average Queue (ft)	300	323	1353	1305	1225	1041	831	870	11		
95th Queue (ft)	398	412	1412	1379	1393	1374	1869	1892	41		
Link Distance (ft)	2154	2154	1296	1296	1296	1296	1751	1751	1723		
Upstream Blk Time (%)			17	6	1	0	2	3			
Queuing Penalty (veh)			0	0	0	0	0	0			
Storage Bay Dist (ft)											
Storage Blk Time (%)											
Queuing Penalty (veh)											

Intersection: 3: Pony Express Pkwy & Hidden Valley Pkwy, Interval #4

Movement	EB	EB	WB	WB	WB	WB	B1	B1	NB	
Directions Served	Т	TR	L	L	T	Т	Т	T	L	
Maximum Queue (ft)	551	585	1368	1351	1280	1259	1785	1766	48	
Average Queue (ft)	353	361	1326	1310	1229	1086	1035	1105	12	
95th Queue (ft)	510	548	1428	1391	1319	1238	2209	2235	40	
Link Distance (ft)	2154	2154	1296	1296	1296	1296	1751	1751	1723	
Upstream Blk Time (%)			9	7	0		2	3		
Queuing Penalty (veh)			0	0	0		0	0		
Storage Bay Dist (ft)										
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 3: Pony Express Pkwy & Hidden Valley Pkwy, All Intervals

Movement	EB	EB	WB	WB	WB	WB	B1	B1	NB	**************************************	
Directions Served	T	TR	L	L	Ţ	T	T	T	L		
Maximum Queue (ft)	551	585	1405	1368	1321	1288	1785	1766	50		
Average Queue (ft)	319	336	1251	1230	1148	989	547	575	11		
95th Queue (ft)	463	492	1599	1555	1558	1408	1692	1734	38		
ink Distance (ft)	2154	2154	1296	1296	1296	1296	1751	1751	1723		
Jpstream Blk Time (%)			8	4	0	0	1	1			
Queuing Penalty (veh)			0	0	0	0	0	0			
Storage Bay Dist (ft)											
Storage Blk Time (%)											
Queuing Penalty (veh)											

Intersection: 5: Lone Tree Pkwy & Pony Express Pkwy, Interval #1

Movement	EB	NE
Directions Served	LR	L
Maximum Queue (ft)	112	29
Average Queue (ft)	69	4
95th Queue (ft)	124	21
Link Distance (ft)	1335	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		100
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: Lone Tree Pkwy & Pony Express Pkwy, Interval #2

Movement	EB	NE
Directions Served	LR	L
Maximum Queue (ft)	119	31
Average Queue (ft)	68	9
95th Queue (ft)	125	31
Link Distance (ft)	1335	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		100
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: Lone Tree Pkwy & Pony Express Pkwy, Interval #3

Movement	EB	
Directions Served	LR	
Maximum Queue (ft)	116	
Average Queue (ft)	71	
95th Queue (ft)	121	
Link Distance (ft)	1335	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: Lone Tree Pkwy & Pony Express Pkwy, Interval #4

Movement	EB	NE
Directions Served	LR	L
Maximum Queue (ft)	177	31
Average Queue (ft)	109	8
95th Queue (ft)	211	31
Link Distance (ft)	1335	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		100
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: Lone Tree Pkwy & Pony Express Pkwy, All Intervals

Movement	EB	NE	
Directions Served	LR	L	
Maximum Queue (ft)	177	31	
Average Queue (ft)	80	5	
95th Queue (ft)	154	24	
Link Distance (ft)	1335		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 7: North Red Pine Rd & Pony Express Pkwy, Interval #1

Movement	SE	NW	NW	NE	NE	NE	SW	SW	SW
Directions Served	LR	L	TR	L	Т	TR	L	Т	TR
Maximum Queue (ft)	53	110	74	48	71	136	124	227	181
Average Queue (ft)	26	63	40	19	38	67	107	82	83
95th Queue (ft)	59	110	66	48	78	125	144	201	158
Link Distance (ft)	537		1713		2106	2106		1103	1103
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)		100		100			100		
Storage Blk Time (%)		3					15	1	
Queuing Penalty (veh)		5					78	2	

Intersection: 7: North Red Pine Rd & Pony Express Pkwy, Interval #2

Movement	SE	NW	NW	NE	NE	NE	SW	SW	SW	والمساوات	
Directions Served	LR	L	TR	L	Т	TR	L	Т	TR		
Maximum Queue (ft)	30	124	163	29	195	201	125	242	199		
Average Queue (ft)	4	85	73	24	69	89	124	207	121		
95th Queue (ft)	22	134	138	41	168	178	125	246	216		
Link Distance (ft)	537		1713		2106	2106		1103	1103		
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)		100		100			100				
Storage Blk Time (%)		2	1		3		41	0			
Queuing Penalty (veh)		4	111		1		231	1			

Intersection: 7: North Red Pine Rd & Pony Express Pkwy, Interval #3

Movement	SE	NW	NW	NE	NE	NE	SW	SW	SW	310
Directions Served	LR	L	TR	L	Т	TR	L	T	TR	
Maximum Queue (ft)	31	117	76	52	152	180	124	197	226	
Average Queue (ft)	15	66	54	21	55	59	77	106	115	
95th Queue (ft)	38	113	83	49	84	131	135	194	214	
Link Distance (ft)	537		1713		2106	2106		1103	1103	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)		100		100			100			
Storage Blk Time (%)		4			2		7	3		
Queuing Penalty (veh)		6			0		35	9		

Intersection: 7: North Red Pine Rd & Pony Express Pkwy, Interval #4

Movement	SE	NW	NW	NE	NE	NE	SW	SW	SW	68
Directions Served	LR	L	TR	L	T	TR	L	T	TR	
Maximum Queue (ft)	31	71	67	29	72	70	125	105	163	
Average Queue (ft)	13	37	44	12	40	57	91	71	99	
95th Queue (ft)	38	52	67	35	67	74	133	118	182	
_ink Distance (ft)	537		1713		2106	2106		1103	1103	
Jpstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)		100		100			100			
Storage Blk Time (%)							7	2		
Queuing Penalty (veh)							35	5		

Intersection: 7: North Red Pine Rd & Pony Express Pkwy, All Intervals

Movement	SE	NW	NW	NE	NE	NE	SW	SW	SW	
Directions Served	LR	L	TR	L	T	TR	L	Ţ	TR	
Maximum Queue (ft)	53	124	163	52	195	201	125	242	226	
Average Queue (ft)	15	63	53	19	51	68	100	116	104	
95th Queue (ft)	43	113	98	45	111_	136	149	236	196	
Link Distance (ft)	537		1713		2106	2106		1103	1103	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)		100		100			100			
Storage Blk Time (%)		2	0		1		17	1		
Queuing Penalty (veh)		4	0		0		95	4		

Intersection: 10: Hidden Valley Pkwy & Sage Road, Interval #1

Movement	SE	SE	SE	SE	NW	NW	NW	NW	NE	NE	SW
Directions Served	L	Т	Т	R	L	Т	Т	R	L	TR	LTR
Maximum Queue (ft)	124	351	392	125	26	94	136	19	124	156	51
Average Queue (ft)	59	196	230	57	11	64	77	3	80	16	31
95th Queue (ft)	100	406	427	148	32	102	123	14	121	30	51
Link Distance (ft)		1723	1723			3537	3537			724	524
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	100			100	100			100	100		
Storage Blk Time (%)	0	6	11	0		0	2		6		
Queuing Penalty (veh)	0	9	36	1		0	0		2		

Intersection: 10: Hidden Valley Pkwy & Sage Road, Interval #2

Movement	SE	SE	SE	SE	NW	NW	NW	NW	NE	NE	SW
Directions Served	L	Т	Т	R	L	Т	Т	R	L	TR	LTR
Maximum Queue (ft)	125	353	372	118	48	113	136	30	124	179	67
Average Queue (ft)	85	210	273	51	16	73	87	7	107	64	36
95th Queue (ft)	143	400	406	127	43	128	131	26	147	184	63
Link Distance (ft)		1723	1723			3537	3537			724	524
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	100			100	100			100	100		
Storage Blk Time (%)	8	10	10	0		2	3		23		
Queuing Penalty (veh)	48	16	39	2		1	0		9		

Intersection: 10: Hidden Valley Pkwy & Sage Road, Interval #3

Movement	SE	SE	SE	SE	NW	NW	NW	NW	NE	NE	SW
Directions Served	L	T	Т	R	L	Т	Т	R	L	TR	LTR
Maximum Queue (ft)	124	390	1844	125	26	107	138	28	124	223	89
Average Queue (ft)	53	230	486	51	22	53	65	4	91	73	39
95th Queue (ft)	125	416	1423	132	37	115	131	20	148	199	76
Link Distance (ft)		1723	1723			3537	3537			724	524
Upstream Blk Time (%)			0								
Queuing Penalty (veh)			1								
Storage Bay Dist (ft)	100			100	100			100	100		
Storage Blk Time (%)	3	9	8	0		1	1		12		
Queuing Penalty (veh)	19	13	26	1		0	0		4		

Intersection: 10: Hidden Valley Pkwy & Sage Road, Interval #4

Movement	SE	SE	SE	SE	NW	NW	NW	NW	NE	NE	SW	127
Directions Served	L	Т	Τ	R	L	T	Т	R	L	TR	LTR	
Maximum Queue (ft)	124	413	528	125	26	121	137	114	124	45	48	
Average Queue (ft)	55	219	270	69	11	68	86	16	87	22	30	
95th Queue (ft)	113	409	523	125	32	124	139	82	131	50	56	
Link Distance (ft)		1723	1723			3537	3537			724	524	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	100			100	100			100	100			
Storage Blk Time (%)	0	7	7	0		1	3	0	10			
Queuing Penalty (veh)	1	10	24	1		0	0	0	3			

Intersection: 10: Hidden Valley Pkwy & Sage Road, All Intervals

Movement	SE	SE	SE	SE	NW	NW	NW	NW	NE	NE	SW	
Directions Served	L	Т	Т	R	L	T	T	R	L	TR	LTR	
Maximum Queue (ft)	125	413	1844	125	48	121	138	114	124	223	89	
Average Queue (ft)	63	214	315	57	15	64	79	8	91	44	34	
95th Queue (ft)	125	409	841	135	38	120	134	44	140	141	63	
Link Distance (ft)		1723	1723			3537	3537			724	524	
Upstream Blk Time (%)			0									
Queuing Penalty (veh)			0									
Storage Bay Dist (ft)	100			100	100			100	100			
Storage Blk Time (%)	3	8	9	0		1	2	0	13			
Queuing Penalty (veh)	17	12	31	1		0	0	0	5			

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #1

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	31	31	76	78
Average Queue (ft)	22	13	44	23
95th Queue (ft)	45	38	89	72
Link Distance (ft)	564	868	1092	2154
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #2

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	97	71	74	323
Average Queue (ft)	43	26	27	80
95th Queue (ft)	92	70	71	266
Link Distance (ft)	564	868	1092	2154
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #3

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	50	90	78	79
Average Queue (ft)	18	29	40	45
95th Queue (ft)	43	80	77	108
Link Distance (ft)	564	868	1092	2154
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, Interval #4

Movement	EB	WB	NB	SB	
Directions Served	LTR	LTR	LTR	LTR	
Maximum Queue (ft)	31	31	80	76	
Average Queue (ft)	18	9	44	31	
95th Queue (ft)	43	32	82	81	
Link Distance (ft)	564	868	1092	2154	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 12: North Roundabout Road & Hidden Valley Pkwy, All Intervals

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	97	90	80	323
Average Queue (ft)	25	19	39	45
95th Queue (ft)	62	59	82	155
Link Distance (ft)	564	868	1092	2154
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #1

Movement	EB	WB	NB
Directions Served	LTR	LTR	LTR
Maximum Queue (ft)	143	99	55
Average Queue (ft)	54	35	31
95th Queue (ft)	117	88	67
Link Distance (ft)	2758	1092	1163
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #2

Movement	EB	WB	NB
Directions Served	LTR	LTR	LTR
Maximum Queue (ft)	89	133	97
Average Queue (ft)	57	54	22
95th Queue (ft)	96	125	45
Link Distance (ft)	2758	1092	1163
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #3

Movement	EB	WB	NB	
Directions Served	LTR	LTR	LTR	
Maximum Queue (ft)	102	101	78	
Average Queue (ft)	65	42	46	
95th Queue (ft)	117	98	89	
Link Distance (ft)	2758	1092	1163	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, Interval #4

Movement	EB	WB	NB
Directions Served	LTR	LTR	LTR
Maximum Queue (ft)	151	122	75
Average Queue (ft)	80	63	11
95th Queue (ft)	146	141	54
Link Distance (ft)	2758	1092	1163
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 15: Hidden Valley Pkwy & South Roundabout Road, All Intervals

Movement	EB	WB	NB	
Directions Served	LTR	LTR	LTR	
Maximum Queue (ft)	151	133	97	
Average Queue (ft)	64	48	27	
95th Queue (ft)	122	116	70	
Link Distance (ft)	2758	1092	1163	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #1

Movement	WB	
Directions Served	LR	
Maximum Queue (ft)	90	
Average Queue (ft)	52	
95th Queue (ft)	102	
Link Distance (ft)	4321	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #2

Movement	WB	
Directions Served	LR	
Maximum Queue (ft)	176	
Average Queue (ft)	90	
95th Queue (ft)	174	
Link Distance (ft)	4321	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #3

Movement	WB	SB
Directions Served	LR	TR
Maximum Queue (ft)	178	1
Average Queue (ft)	104	0
95th Queue (ft)	185	1
Link Distance (ft)	4321	5094
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 19: Mid Valley Road & Sweetwater Road, Interval #4

Movement	WB	mine are Edge		
Directions Served	LR			
Maximum Queue (ft)	117			
Average Queue (ft)	74			
95th Queue (ft)	126			
Link Distance (ft)	4321			
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 19: Mid Valley Road & Sweetwater Road, All Intervals

Movement	WB	SB
Directions Served	LR	TR
Maximum Queue (ft)	178	1
Average Queue (ft)	80	0
95th Queue (ft)	156	0
Link Distance (ft)	4321	5094
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 23: Lake Mountain Road & Sweetwater Road, Interval #1

Movement	WB	SB	
Directions Served	LR	L	
Maximum Queue (ft)	28	96	
Average Queue (ft)	20	31	
95th Queue (ft)	40	80	
Link Distance (ft)	2357		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)		0	
Queuing Penalty (veh)		1	

Intersection: 23: Lake Mountain Road & Sweetwater Road, Interval #2

Movement	WB	SB
Directions Served	LR	L
Maximum Queue (ft)	50	54
Average Queue (ft)	28	37
95th Queue (ft)	50	53
Link Distance (ft)	2357	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		100
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 23: Lake Mountain Road & Sweetwater Road, Interval #3

Movement	WB	SB	
Directions Served	LR	L	
Maximum Queue (ft)	45	31	
Average Queue (ft)	26	17	
95th Queue (ft)	46	43	
Link Distance (ft)	2357		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 23: Lake Mountain Road & Sweetwater Road, Interval #4

Movement	WB	SB	
Directions Served	LR	L	
Maximum Queue (ft)	51	55	
Average Queue (ft)	26	28	
95th Queue (ft)	48	62	
Link Distance (ft)	2357		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 23: Lake Mountain Road & Sweetwater Road, All Intervals

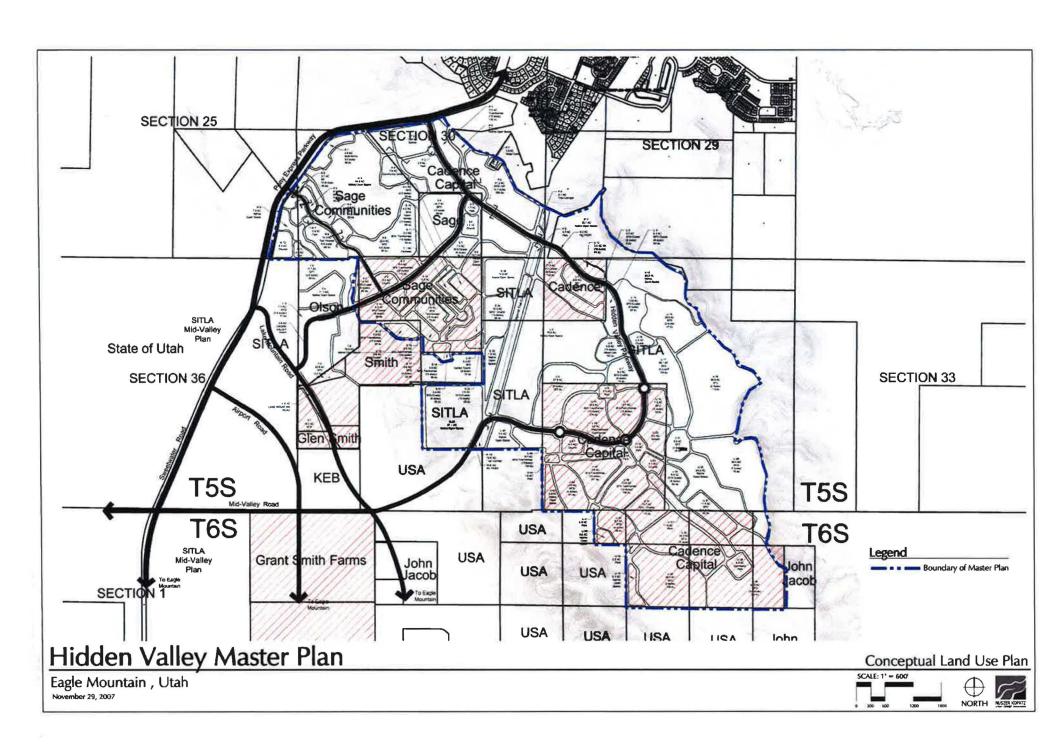
Movement	WB	SB	
Directions Served	LR	L	
Maximum Queue (ft)	51	96	
Average Queue (ft)	25	28	
95th Queue (ft)	47	64	
Link Distance (ft)	2357		
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		100	
Storage Blk Time (%)		0	
Queuing Penalty (veh)		0	

Network Summary

Network wide Queuing Penalty, Interval #1: 134 Network wide Queuing Penalty, Interval #2: 353 Network wide Queuing Penalty, Interval #3: 114 Network wide Queuing Penalty, Interval #4: 80 Network wide Queuing Penalty, All Intervals: 170

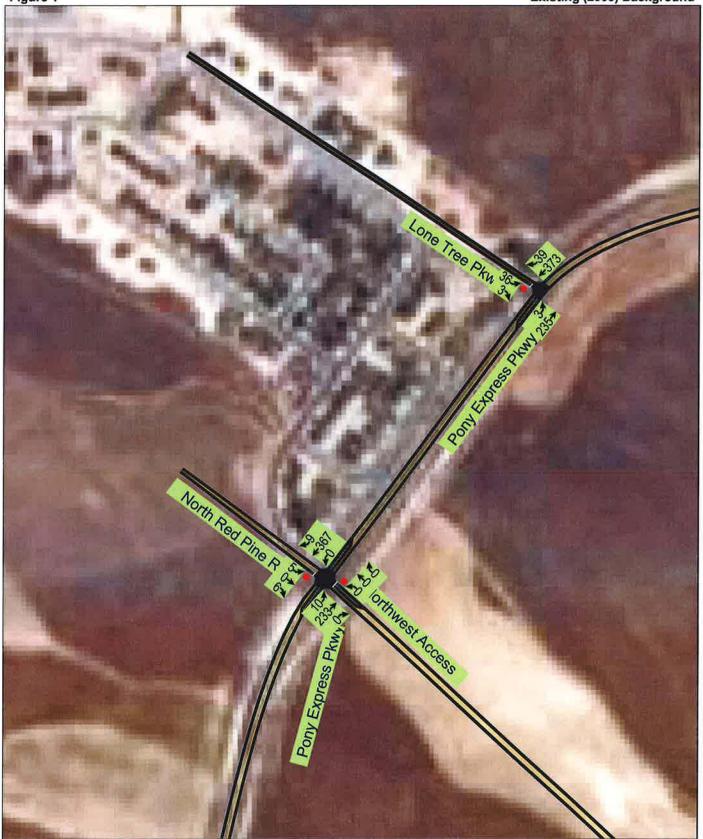


APPENDIX C Site Plan





APPENDIX D Figures



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043

Eagle Mountain Figure 2a Hidden Valley TIS Trip Assignment



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043



Eagle Mountain Figure 3a

Hidden Valley TIS Existing (2008) Plus Project



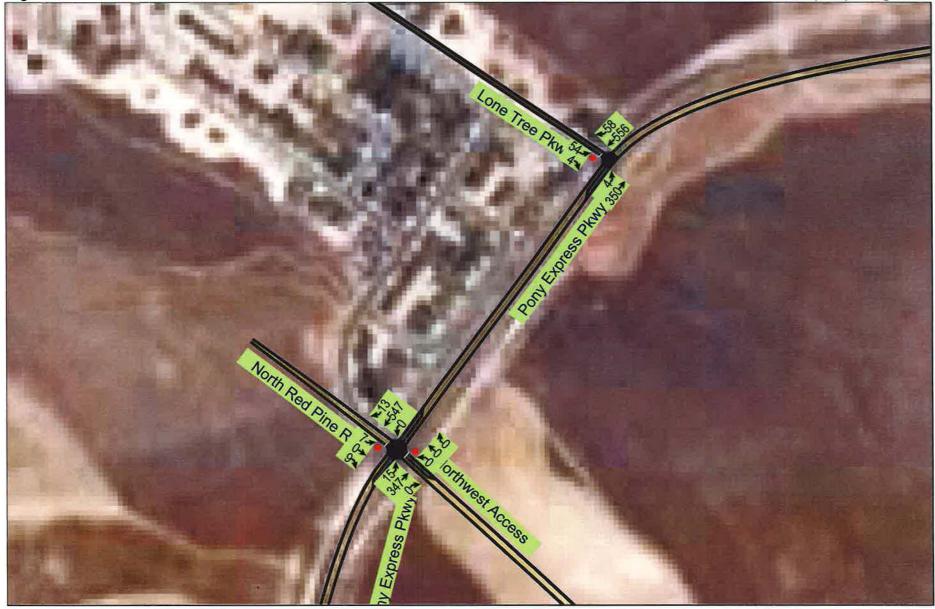
Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043

Eagle Mountain Figure 4

Hidden Valley TIS Future (2015) Background

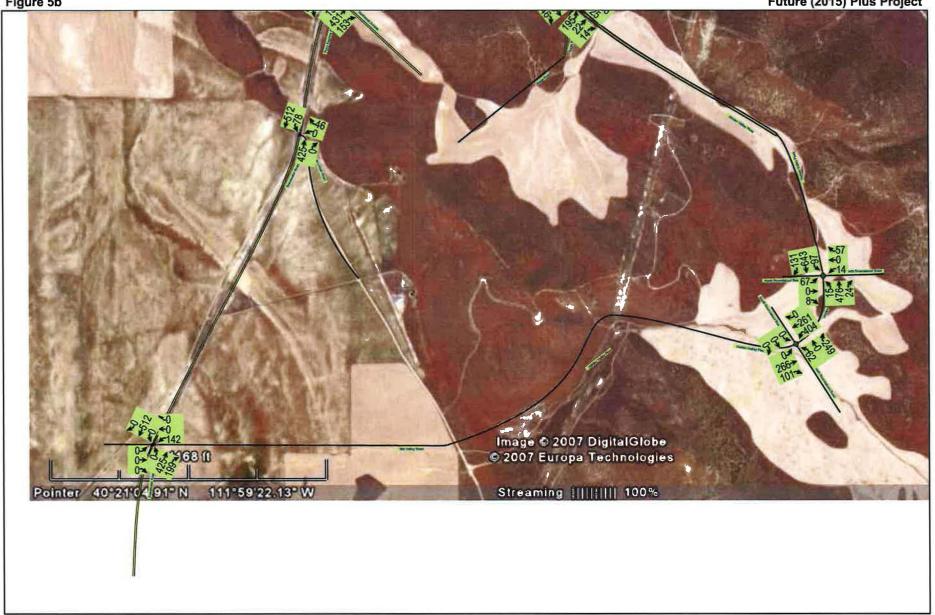


Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043

Hidden Valley TIS Future (2015) Plus Project



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043



Eagle Mountain Figure 6

Hidden Valley TIS Future (2030) Background



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043

Eagle Mountain Figure 7a

Hidden Valley TIS Future (2030) Plus Project



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043



Hales Engineering 179 North 1200 East, Ste. 103, Lehi, UT 84043

Exhibit I

Public Utilities Technical Memorandum



TECHNICAL MEMORANDUM

To:

Eagle Mountain City

From:

Ward Engineering Group

Subject:

Estimated Impacts on Public Utilities - Hidden Valley Master Development Plan

Application

Date:

January 25, 2008

Potable Water -

Source Demand =

Indoor Use:

2,843 gallons per day (GPM)

Outdoor Use:

1,880 GPM

Total Demand:

4,723 GPM

Storage Demand =

Indoor Use: Outdoor Use: 2,046,800 gallons 1,353,235 gallons

Fire Suppression: Total Demand: 250,000 gallons 3,650,035 gallons

Irrigation Water –

Not Applicable

Wastewater -

Sanitary Sewer -

Peak Day Flow = 7.16 million gallons per day to TSSD

Storm Water Runoff -

No impact. Developed storm water runoff will be detained and historic runoff flow amounts will be released in historic drainage routes.

Transportation -

According to Hales Engineering, the Pony Express Parkway is currently a three-lane cross section with an existing average daily traffic count (ADT) of 7,000 vehicles per day (vpd). This corresponds to a level of service (LOS) of B. The built out Hidden Valley development will increase the ADT on Pony Express Way to 40,000 vpd. However, a LOS of B can be maintained on Pony Express Way by simply adding travel lanes and a signalized main intersection as the project develops.

Fire Protection -

Fire Suppression Demand shown above, 2,000 GPM or 250,000 gallons stored

Solid Waste -

Of the master planned 5,117 dwelling units, there will be 3,800 dwelling units (approximately 850 yd³ of solid waste/week and 375 yd³ of recycle waste/week at build out) that will depend upon the City for solid waste collection. It has been assumed that the solid waste from the other units will be collected by private entities contracted by Home Owner Associations.

Parks & Recreation -

There are approximately 57 acres of public parks within the development that will require maintenance.

UPPER 1. Four-Lane Entry Arterial (At intersection with Parry Eigens Parloxs) Two Lane Commercial Street with Parking (may occur inside this parcel) 4. Three-Lane Entry Collector ... Roadway Hierarchy Plan

4. Three-Lare Entry Coll
(At Intersection with
Pony Express Plony.) The Ranches Master Plan Two-Lane Arterial (Section determined by traffic count) 12. Rural Road Section (may occur here & in other larger lot areas) 6.17. Two Law Community
Collector - Class I or a
(Section determined by traffic
count and adjacent land use) SITLA Mid-Valley 5. & 8. Two-Lane Neighborhood Road and Two-Lane Neighborh loccur where warranted, between Master Plan Mid-Valley Road (Section determined by traffic count) Two-Lane Commercial S with Parking (may occur here) & 11, Two-Lane Local Streets (occur in residential neighborhoods)
 Private Residential Streets (may occur in condo/apt. neighborhood
 Allays (occur in alley-loaded neighborhoods) 1165

Exhibit J Roadway Hierarchy Plan

UPPER HIDDEN VALLEY DEVELOPMENT ASSESSMENT AREA COOPERATION AGREEMENT

By and among

EAGLE MOUNTAIN CITY

and

THE OWNERS OF PRIVATE PROPERTY LISTED BELOW

RECITALS

WHEREAS, the City has the broad authority to finance and construct improvements within its boundaries and to impose reasonable land use restrictions on private property owners within its boundaries; and

WHEREAS, the respective Owners own certain real property located within the boundaries of the City and within the Project (as defined below), a legal description of such property being attached as **Exhibit A** (the "**Property**"); and

WHEREAS, the Owners and the State of Utah, acting by and through the School and Institutional Trust Lands Administration, an independent state agency of the State of Utah ("SITLA"), submitted to the City an application for a general plan amendment and zoning amendment for a new development known as Hidden Valley, including the Property, and subsequently the area was divided into (i) the Upper Hidden Valley project area consisting of approximately 832 acres of land (the "Project") and (ii) the Lower Hidden Valley project area; and

WHEREAS, the Owners and SITLA (collectively the "**Developers**") have contemporaneously herewith entered into a Master Development Agreement for the Project (the "**MDA**") with the City; and

WHEREAS, the MDA defines the rights and responsibilities of the parties to the MDA with respect to the development of the Project, including the responsibilities of the Owners and

¹ The complete title is the "Eagle Mountain City Master Development Agreement for the Upper Hidden Valley Master Development Planned Area".

SITLA (a) to contribute to the financing of the construction and installation of certain improvements to be constructed that benefit the Project (as defined in more detail in the MDA, the "Backbone Improvements"), and (b) to dedicate land within the Project as required by the MDA; and

WHEREAS, pursuant to the MDA, and subject to approval by the City, which approval may be withheld in the sole discretion of the City, the Owners have agreed to the creation of an assessment area (the "Assessment Area") pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, for the purpose of financing certain of those Backbone Improvements (the "Bonded Improvements") to be paid for through the issuance of bonds (as defined in more detail in the MDA, the "Bonds"); and have agreed to enter into this Agreement to expedite the designation of the Assessment Area and to set forth certain requirements regarding the assessment and dedication of land in connection with the Project and the Bonded Improvements; and

WHEREAS, pursuant to an Interlocal Cooperation Agreement to be entered into between SITLA and the City (the "Interlocal Agreement"), SITLA has agreed to pay for its share of the Bonded Improvements as set forth therein, rather than as part of a possible assessment area.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Purpose</u>. This Agreement is entered into for the purposes described in the above recitals, including the purposes of (a) setting forth the Owners' agreement to cooperate in the creation of the Assessment Area and the inclusion of the Property therein; (b) setting forth the Owners' agreement to dedicate land for open space, parks or trails; and (c) estimating the amount of the Bonds and the Owners' liability under the Assessment Area in connection therewith to finance the Owners' share of the Bonded Improvements.
- 2. <u>Assessment Area</u>. Each Owner hereby agrees to cooperate in good faith in the creation by the City of the Assessment Area with respect to the portion of the Property owned by such Owner. Each Owner agrees that the portion of the Property held by such Owner shall be included in the Assessment Area and shall be subject to the assessments levied thereunder.

3. Land Dedications.

- 3.1 <u>Parks, Trails, and Open Space Dedications</u>. Each Owner agrees to dedicate and convey to the City the land located within such Owner's portion of the Property that is identified in the MDA as part of the "Park Improvements." Such land to be dedicated is identified in the map or plat attached to this Agreement as **Exhibit B**.
- 3.2 <u>Road Dedications</u>. Each Owner agrees to dedicate and convey to the City the land located within such Owner's portion of the Property that is identified in the MDA as part of the "Hidden Valley Parkway." Such land to be dedicated is identified in the map or plat attached to this Agreement as **Exhibit C**.

- 4. <u>Bonded Improvements</u>. The Bonded Improvements are set forth in Section 10 of the MDA. The costs attributable to the Bonded Improvements include design, engineering, construction and installation expenses. The amount necessary to fund the Bonded Improvements will be based upon the Engineer's cost estimate as described in Section 6 below.
- 5. Funding for Bonded Improvements. The Owners' obligations to pay for the Owners' portion of the Bonded Improvements may, in the sole discretion of the City, be financed by the City through the issuance of the Bonds and, if the City determines to issue bonds, shall be repaid through assessments levied under the Assessment Area against the real property comprising the Assessment Area. Proceeds from the Bonds, which are to be repaid as provided in the MDA and as set forth above, as well as payments made by SITLA as described in the Interlocal Agreement, shall be the sources of funding to pay for the Bonded Improvements. In no case shall the Owners be obligated to pay for, nor shall the assessments levied under the Assessment Area against the Property exceed, the Owners' proportionate share of the Bonded Improvements as set forth in the Interlocal Agreement, and no assessment shall be made against the Assessment Area to pay for SITLA's proportionate share of the Bonded Improvements.
- 6. Engineer's Cost Estimate. The Developers, or any of them, shall request in writing that the City initiate the funding process for the Bonded Improvements a minimum of two (2) years prior to the anticipated construction of the applicable Bonded Improvements. Prior to developing the Project, the Developers will engage an engineer (the "Engineer") to design the Bonded Improvements and calculate a construction-ready cost estimate for the Bonded Improvements. The cost of such work by the Engineer will be included as part of the cost of the Bonded Improvements. The costs are to be calculated and allocated to the Developers as set forth in more detail in Section 10.2 of the MDA. The principal amount of the Bonds will be based upon the calculation of costs made by the Engineer as provided in Section 10.2 of the MDA.
- 5. Low or High Cost Estimates/Reimbursements. In the event the construction cost estimate prepared by the Engineer is insufficient to cover the cost of the Bonded Improvements and additional funds are required to complete the Bonded Improvements, the Developers may be required, proportionately as set forth in the MDA, to provide additional funds. Should the Owners' be required to provide additional funds, such additional funds shall be paid by the Owners' through assessments against the Assessment Area or through any other method agreeable to the City and the respective Owners. Conversely, if the Engineer's cost estimate exceeds the actual cost of completing the Bonded Improvements, such savings shall be applied toward the obligations under the Bonds and shall reduce assessments against the Property or, if all assessments have then been paid by an Owner, such Owner's respective share of such cost savings shall be refunded to such Owner. Additionally, the Owners may be entitled to reimbursement of a portion of the amount they pay to the City pursuant this Agreement from the owners of other benefited property as provided in the MDA.

- 8. <u>Timing of Payments</u>. The Owners' payments pursuant to this Agreement and under the Assessment Area will not be due until such time as the City starts drawing down on the Bonds for the Bonded Improvements, payments to engineers or a construction contractor become due, or when payments on the Bonds are required, as applicable. Payments will be made according to the terms of the Assessment Area.
- 9. <u>Authority to Bind</u>. Each individual executing this Agreement represents and warrants that such person is authorized to do so and that this Agreement is binding and enforceable in accordance with its terms upon the Party for whom such person is acting.
- 10. <u>Further Documents and Acts</u>. Each Party agrees to cooperate in good faith with the other Party, and to execute and deliver such further documents and perform such other acts as may reasonably be necessary or appropriate to consummate and carry into effect the transactions contemplated by this Agreement.
- 11. <u>Representations and Warranties of the City</u>. The City represents and warrants that:
 - a. The City has taken all action necessary to execute and deliver this Agreement.
 - b. The execution and delivery of this Agreement and the MDA by the City does not conflict with, violate, or constitute on the part of the City a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law, or administrative rule or regulation, decree, order, or judgment; (ii) any legal restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which the City is a party or by which the City is or may be bound or to which any of the property or assets of the City is or may be subject; or (iii) the creation and governing instruments of the City; and
 - c. There is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which the City is a party, or threatened against the City, wherein an unfavorable decision, ruling, or finding would or could adversely affect the validity or enforceability or the execution and delivery by the City of this Agreement or the MDA.
- 12. <u>Representations and Warranties of each Owner</u>. Each Owner represents and warrants, severally with respect to such Owner only, that:
 - a. Such Owner is the sole owner of such Owner's portion of the Property;
 - b. Such Owner has taken all action necessary to execute and deliver this Agreement;
 - c. The execution and delivery of this Agreement and the MDA by such Owner does not conflict with, violate, or constitute on the part of such Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) any

existing constitution, law, or administrative rule or regulation, decree, order or judgment; (ii) any legal restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which such Owner is a party or by which such Owner is or may be bound or to which any of such Owner's portion of the Property is or may be subject; or (iii) the creation and governing instruments of such Owner, if applicable; and

- d. There is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which such Owner is a party, or threatened against such Owner, wherein an unfavorable decision, ruling, or finding would or could adversely affect the validity or enforceability or the execution and delivery by such Owner of this Agreement or the MDA.
- 13. <u>Notices</u>. Any notice, request, demand, consent, approval, or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the receiving Party in person, by Federal Express, private commercial delivery or courier service for next business day delivery, or by the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for which intended, as follows:

If to an Owner, to such Owner's address set forth in the MDA.

If to the City:

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

With a copy to:

Cohne Kinghorn 111 East Broadway, 11th Floor Salt Lake City, UT 84111 Attn: Jeremy Cook

Any Party may, from time to time, by written notice to the other as provided above, designate a different notice address which shall be substituted for the address specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the respective street address listed above.

14. <u>Conditions Precedent</u>. No Owner shall have any debt, duty, liability or obligation under this Agreement unless and until: (a) this Agreement has been executed by all Owners and the City; (b) SITLA and the City have entered into the Interlocal Agreement containing terms that are consistent with the terms of this Agreement and the MDA; (c) the Board of Trustees of SITLA has

approved the SITLA expenditures contemplated by the Interlocal Agreement; and (d) the City has determined in its sole discretion to issue bonds.

- 15. <u>Entire Agreement/Amendment/Conflict</u>. The Exhibits attached to this Agreement are incorporated by reference as part of this Agreement. Excepting only the MDA, this Agreement and its Exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties, oral or written, expressed or implied, are hereby superseded and merged herein. This Agreement may not be amended, modified, supplemented or terminated, nor may any obligation hereunder be waived, except by written instrument executed by the Party sought to be bound thereunder. In the event of a conflict between the MDA and this Agreement, the MDA shall control.
- 16. <u>No Third Party Benefit</u>. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto. There are no intended third party beneficiaries of this Agreement.
- 17. <u>Construction</u>. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular tense shall include the plural and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which either of the Parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.
- 18. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby so long as removing the invalid or unenforceable portion does not materially alter the overall intent of this Agreement, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 19. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 20. <u>Waivers</u>. No waiver of any breach of any covenant or provision herein contained shall be deemed to be a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- 21. Governing Law. This Agreement and the Exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent

jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

- 22. <u>Assignment</u>. No Owner may assign its rights, duties or obligations under this Agreement without prior written consent first being obtained from the City, and the City may not assign its rights, duties or obligations under this Agreement without prior written consent first being obtained from the Owners. Notwithstanding the foregoing, such consent shall not unreasonably be withheld, delayed or conditioned so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assumed.
- 23. <u>Term.</u> Unless extended by mutual written agreement, this Agreement shall terminate (a) thirty (30) days after it is determined in writing by the Parties that the Owners and the City have fully performed under this Agreement, or (b) fifty (50) years from the effective date of this Agreement, whichever is sooner.
- 24. <u>Costs of Enforcement</u>. In any action or proceeding by which one Party seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, regardless of whether legal action is instituted, the prevailing Party shall be reimbursed for all of its incurred costs and expenses by the non-prevailing Party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day specified above.

CITY:

	EAGLE MOUNTAIN CITY
	By: Layor Its: Mayor
Attest: Recorder Approved as to form: Attorney for the City	EAGLE IN A STATE OF UNITED
	OWNERS:
	GRANT SMITH FARMS LLC By: James E Smith
	Name: James E. Smith Title: manager
	CEDAR VALLEY FARMS, LLC By: James & Smith Name: James & Smith Title: manage
	KIRKLAND FAMILY INVESTMENTS L.C. By:
	Name: Sanace a
	A AVAVI

OWNERS, continued:	
- envisor a	Dullow !
JENNIFER LEE BULLOCK	
()	
11	
SJG OQUIRRH RANCH LT	D.
Ву:	
Name:	
Title:	
SJR ENTERPRISES LLC By:	
Name:	
Title:	
WILLIAM B TURNBULL	

OWNERS, continued:

JENNIFER LEE BULLOCK
SJG OQUIRRH RANCH LTD.
By: Jui Goodline
Name: Terri Goodhue
Title: General Partmer
SJR ENTERPRISES LLC By: Juni Goodhne
Name: Terri Goodhue
Title: Leneral Partner
THE GENERAL TELETIES

OWNERS, continued:	
JENNIFER LEE BULLOCK	
SJG OQUIRRH RANCH LTD.	
By:	
SJR ENTERPRISES LLC By: Name: Stanford Ricks Title: Manager	
WILLIAM B. TURNBULL	

OWNERS, continued:

JENNIFER LEE BULLOCK
SJG OQUIRRH RANCH LTD.
By:
Name:
Title:
SJR ENTERPRISES LLC
By:
Name:
Title:
Mil. B Platecel
Skielia 2. Vallet
WILLIAM B. TURNBULL

EXHIBIT A Property Legal Description

The Property (unsurveyed) is located in the following aliquot parts within Eagle Mountain City, Utah County, Utah:

Township 5 South, Range 1 West, Salt Lake Base & Meridian:

Section 32: NW1/4NW1/4, NW1/4SW1/4, NE1/4SW1/4, SE1/4SW1/4, SW1/4SW1/4; and

Township 6 South, Range 1 West, Salt Lake Base & Meridian:

Section 4: SW1/4NW1/4;

Section 5: Lots 6, 7, 8, 12, and 13;

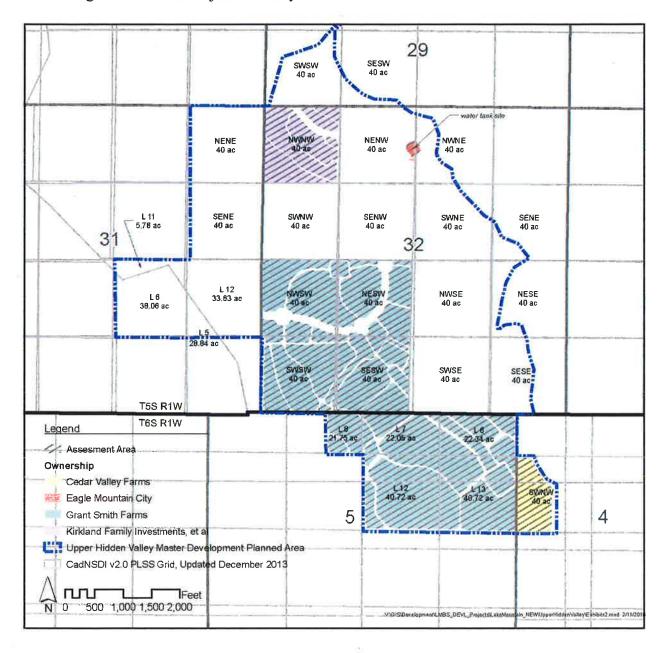
Containing 387.58 acres, more or less.

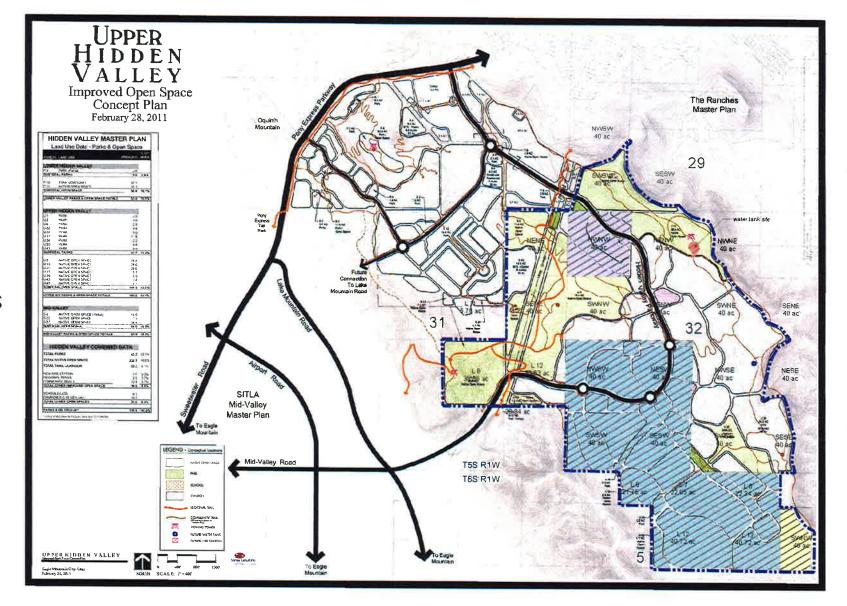
Note: This unsurveyed acreage uses the Public Land Survey System and differs slightly from those unsurveyed acreages shown in Exhibits B and C, which were prepared with CAD software. The differences will be eliminated once the Property is surveyed.

EXHIBIT A (continued) Property Legal Description

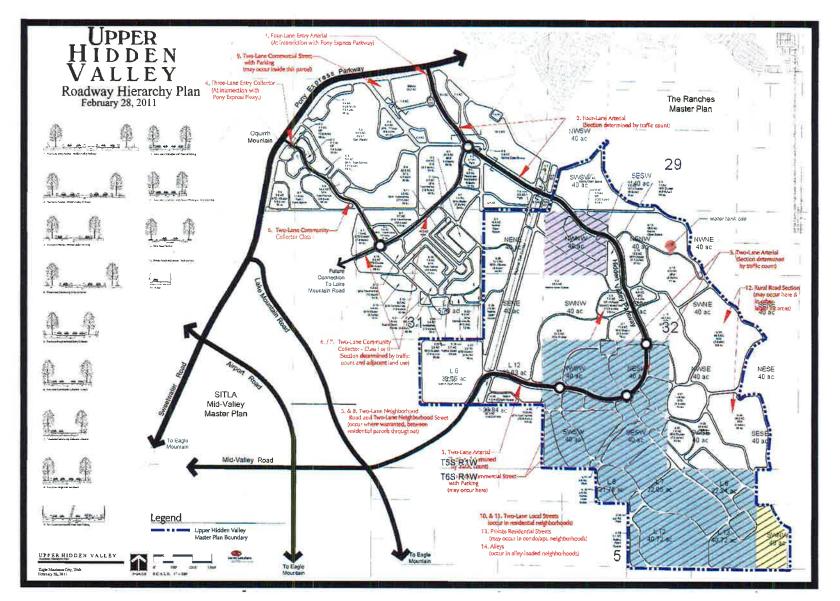
(acreages are estimated)

The following location map generally depicts the Property (in hatching) and each Owner's land in relative alignment with the Project boundary:





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UPPER HIDDEN VALLEY DEVELOPMENT INTERLOCAL COOPERATION AGREEMENT

By and between

EAGLE MOUNTAIN CITY

and

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this ______ day of ________, 201_5 and will be effective as of the date set forth in Paragraph 24(b) below, by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the "City"), and the State of Utah acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, an independent state agency of the State of Utah ("SITLA"), (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, SITLA has the power and responsibility to manage, acquire, and dispose of all school and institutional trust lands within the state in the most prudent and profitable manner possible; and

WHEREAS, the City has the broad authority to finance and construct improvements within its boundaries and to impose reasonable land use restrictions on private property owners within its boundaries; and

WHEREAS, as a political subdivision and a state agency, respectively, of the State of Utah, the Parties may enter into agreements with each other for joint and cooperative action pursuant to the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101, et seq. (the "Cooperation Act"), which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, SITLA owns certain real property located within the boundaries of the City and within the Project (as defined below), a legal description of such property being attached as **Exhibit A** (the "SITLA Property"); and

WHEREAS, SITLA and other property owners submitted to the City an application for a general plan amendment and zoning amendment for a new development known as Hidden Valley, including the SITLA Property, and subsequently the area was divided into (i) the Upper Hidden Valley project area consisting of approximately 832 acres of land (the "**Project**") and (ii) the; Lower Hidden Valley project area; and

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WHEREAS, SITLA has contemporaneously herewith entered into a Master Development Agreement for the Project (the "MDA")¹ with the City and the following owners of private real property within the Project: Grant Smith Farms LLC; Cedar Valley Farms, LLC; Kirkland Family Investments L.C.; Jennifer Lee Bullock; SJG Oquirrh Ranch Ltd.; SJR Enterprises LLC; and William B. Turnbull (the "Private Property Owners") (SITLA and the Private Property Owners being collectively referred to herein as the "Developers"); and

WHEREAS, the MDA defines the rights and responsibilities of the parties to the MDA with respect to the development of the Project, including the responsibilities of SITLA and the Private Property Owners to (a) contribute to the financing of the construction and installation of certain improvements to be constructed that benefit the Project (the "Backbone Improvements"), as defined in the MDA, and (b) dedicate land within the Project as required by the MDA; and

WHEREAS, pursuant to the MDA, and subject to approval by the City, the Private Property Owners have agreed to the creation of an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, for the purpose of financing certain of those Backbone Improvements to be paid for through the issuance of bonds (the "Bonded Improvements"); and have agreed to enter into separate Assessment Area Agreement(s) to expedite the designation of the assessment area and to set forth certain requirements regarding the assessment and dedication of land (the "Assessment Agreement(s)"); and

WHEREAS, SITLA has budgeted for or will include in its future budgets adequate funds for its share of the Bonded Improvements and desires to contribute its share of the funding as provided in this Agreement, rather than as part of a possible assessment area; and

WHEREAS, the Parties have agreed to enter into this Agreement as contemplated by the MDA to memorialize SITLA's obligation to pay its proportionate share of the cost of the Bonded Improvements and to set forth other obligations of the Parties as more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. <u>Purpose</u>. This Agreement is entered into for the purposes described in the above recitals, including the purposes of (1) setting forth SITLA's agreement to dedicate land for open space, parks or trails; (2) describing the manner in which the City plans to finance SITLA's proportionate share of the cost of the Bonded Improvements; (3) estimating the amount of the payments to be made to the City by SITLA to finance SITLA's share of the Bonded Improvements; and (4) creating a framework for when and how SITLA shall make such payments.

¹ The complete title is the "Eagle Mountain City Master Development Agreement for the Upper Hidden Valley Master Development Planned Area".

2. Land Dedications.

- 2.1 <u>Parks, Trails, and Open Space Dedications</u>. SITLA agrees to dedicate and convey to the City the land located within the SITLA Property that is identified in the MDA as part of the "Park Improvements". Such land is identified in the map or plat attached to this Agreement as **Exhibit B**.
- 2.2 <u>Road Dedications</u>. SITLA agrees to dedicate and convey to the City the land located within the SITLA Property that is identified in the MDA as part of the "Hidden Valley Parkway". Such land is identified in the map or plat attached to this Agreement as **Exhibit C**.
- 3. <u>Bonded Improvements</u>. The Bonded Improvements are set forth in Section 10 of the MDA. The costs attributable to the Bonded Improvements include design, engineering, construction and installation expenses. The amount necessary to fund the Bonded Improvements will be based upon the Engineer's cost estimate as described in Section 5 below.
- 4. Funding Sources for Bonded Improvements. At the discretion of the City, the City may either partially or fully finance the cost of the Bonded Improvements by issuing interim warrants, bond anticipation notes, assessment bonds, revenue bonds or other bonds or financing vehicles, or any combination thereof as set forth in the MDA (the "Bonds"). Proceeds from the Bonds, which are to be repaid as provided in the MDA and in the Assessment Agreement(s), as well as payments made by SITLA as described in this Agreement, which may or may not be pledged to repayment of the Bonds, shall be the sources of funding to pay for the Bonded Improvements. No part of the SITLA Property shall be included in the Assessment Area which is the subject of the Assessment Agreement(s), and SITLA shall have no obligation to pay for Bonded Improvements except as specifically provided in the MDA and this Agreement.
- 5. Engineer's Cost Estimate. The Developers, or any of them, shall request in writing that the City initiate the funding process for the Bonded Improvements a minimum of two (2) years prior to the anticipated construction of the applicable Bonded Improvements. Prior to developing the Project, the Developers will engage an engineer (the "Engineer") to design the Bonded Improvements and calculate a construction-ready cost estimate for the Bonded Improvements. The cost of such work by the Engineer will be included as part of the cost of the Bonded Improvements. The costs are to be calculated and allocated to the Developers, including SITLA, as set forth in more detail in Section 10.2. of the MDA. The principal amount of the Bonds, and the amount of the payment required to be made by SITLA for the costs and expenses for the Bonded Improvements under this Agreement (the "SITLA Proportional Share") will be based upon the calculation of costs made by the Engineer as provided in Section 10.2. of the MDA. SITLA will use the Engineer's cost estimate to make future budgeting decisions, following which SITLA will select a method of payment, or combination of payment methods, under Section 6 below.
- 6. <u>SITLA's Payment Options</u>. Except as otherwise specifically provided herein, SITLA will budget and pay the SITLA Proportionate Share through one or a combination of the

following methods: (1) an up-front, lump sum payment of the SITLA Proportionate Share into an escrow account maintained by the City, calculated as set forth in this Agreement and based on the Engineer's cost estimate; (2) in installments as payments are required to be made under construction contracts; or (3) payments made as and when payments on the Bonds are required. If SITLA selects options 1 and/or 2 but not (3), SITLA will not be required to pay any part of the cost of issuing the Bonds nor will it be required to pay an interest component. If SITLA elects to pay all or part of the SITLA Proportionate Share through option 3, such payments shall include proportional costs of issuing the Bonds and proportional interest amounts based on the interest rate of the Bonds.

- 2. Low or High Cost Estimates/Reimbursements. In the event the construction cost estimate prepared by the Engineer is insufficient to cover the cost of the Bonded Improvements and additional funds are required to complete the Bonded Improvements, the Developers, including SITLA, may be required, proportionately as set forth in the MDA, to provide additional funds. Should SITLA be required to provide additional funds, it may do so through either a single lump sum payment or in installments as needed, or through any other method agreeable to the City and SITLA. Conversely, if the Engineer's cost estimate exceeds the actual cost of completing the Bonded Improvements, SITLA may elect not to make all of the installment payments that otherwise would have been required to account for the difference, or SITLA may be entitled to a proportionate reimbursement in the event that SITLA previously paid its estimated proportionate share as a lump sum, or otherwise paid more than its proportionate share of the cost of the Bonded Improvements. Additionally, SITLA may be entitled to reimbursement of a portion of the amount it pays to the City pursuant this Agreement from the owners of other benefited property as provided in the MDA.
- 8. <u>Timing of Payments</u>. SITLA's payments pursuant to this Agreement will not be due until such time as the City starts drawing down on the Bonds for the Bonded Improvements, payments to engineers or a construction contractor become due, or when payments on the Bonds are required, as applicable. Payments will be made by SITLA to the City within thirty (30) days after receipt of a written invoice, which invoice shall be issued by the City and broken down to show the cost per party, provided that additional time will be provided for payment of a disputed amount if SITLA, in good faith, disputes any cost stated in the invoice. It shall be the City's responsibility to invoice SITLA enough in advance of the first draw down on the Bonds, the due date of a payment on the Bonds, or the due date of a payment on a construction contract, as applicable, to enable timely payment of the same by SITLA.
- 9. <u>Authority to Bind</u>. Each individual executing this Agreement represents and warrants that such person is authorized to do so and that, upon executing this Agreement and satisfying the requirements of Paragraph 24(b), this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.
- 10. <u>Further Documents and Acts</u>. Each Party agrees to cooperate in good faith with the other Party, and to execute and deliver such further documents and perform such other acts as may reasonably be necessary or appropriate to consummate and carry into effect the transactions contemplated by this Agreement.

- 11. <u>Representations and Warranties of the City</u>. The City represents and warrants that:
 - a. The City has taken all action necessary to execute and deliver this Agreement.
 - b. The execution and delivery of this Agreement and the MDA by the City does not conflict with, violate, or constitute on the part of the City a breach or violation of any of the terms and provisions of, or constitute a default under (i) an existing constitution, law, or administrative rule or regulation, decree, order, or judgment; (ii) any legal restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which the City is a party or by which the City is or may be bound or to which any of the property or assets of the City is or may be subject; or (iii) the creation and governing instruments of the City; and
 - c. There is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which the City is a party, or threatened against the City, wherein an unfavorable decision, ruling, or finding would or could adversely affect the validity or enforceability or the execution and delivery by the City of this Agreement or the MDA.
 - 12. Representations and Warranties of SITLA. SITLA represents and warrants that:
 - a. SITLA is the sole owner of the SITLA Property;
 - b. SITLA has taken all action necessary to execute and deliver this Agreement;
 - c. The execution and delivery of this Agreement and the MDA by SITLA does not conflict with, violate, or constitute on the part of SITLA a breach or violation of any of the terms and provisions of, or constitute a default under (i) any existing constitution, law, or administrative rule or regulation, decree, order or judgment; (ii) any legal restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which SITLA is a party or by which SITLA is or may be bound or to which any of the SITLA Property is or may be subject; or (iii) the creation and governing instruments of SITLA, if applicable; and
 - d. There is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which SITLA is a party, or threatened against SITLA, wherein an unfavorable decision, ruling, or finding would or could adversely affect the validity or enforceability or the execution and delivery by SITLA of this Agreement or the MDA.
- 13. <u>Notices</u>. Any notice, request, demand, consent, approval, or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other Party in person, by Federal Express, private commercial delivery or courier service for next business day delivery, or by the

United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for which intended, as follows:

If to SITLA:

School and Institutional Trust Lands Administration Attn: Planning & Development Group 675 East 500 South, Suite 500 Salt Lake City, UT 84102

With a copy to:

Fabian VanCott 215 South State Street, Suite 1200 Salt Lake City, UT 84111 Attn: Diane H. Banks

If to the City:

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

With a copy to:

Cohne Kinghorn 111 East Broadway, 11th Floor Salt Lake City, UT 84111 Attn: Jeremy Cook

Any Party may, from time to time, by written notice to the other as provided above, designate a different notice address which shall be substituted for the address specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the respective street address listed above.

- 14. <u>Condition Precedent.</u> SITLA shall have no debt, duty, liability or obligation under this Agreement unless and until: (a) each of the Private Property Owners and the City have entered into an Assessment Agreement containing terms that are consistent with the terms of this Agreement and the MDA; and (b) the Board of Trustees of SITLA has approved the SITLA expenditures contemplated by this Agreement.
- 15. <u>Entire Agreement/Amendment/Conflict</u>. The Exhibits attached to this Agreement are incorporated by reference as part of this Agreement. Excepting only the MDA, this Agreement and its Exhibits constitute the entire agreement between the Parties pertaining to the subject matter hereof

and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties, oral or written, expressed or implied, are hereby superseded and merged herein. This Agreement may not be amended, modified, supplemented or terminated, nor may any obligation hereunder be waived, except by written instrument which satisfies all applicable requirements of the Cooperation Act or as otherwise expressly permitted herein. In the event of a conflict between the MDA and this Agreement, the MDA shall control.

- 16. <u>No Third Party Benefit</u>. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto. There are no intended third party beneficiaries of this Agreement.
- 17. <u>Construction</u>. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular tense shall include the plural and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which either of the Parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.
- 18. Partial Invalidity. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include that plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 19. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 20. <u>Waivers</u>. No waiver of any breach of any covenant or provision herein contained shall be deemed to be a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- 21. Governing Law. This Agreement and the Exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent

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jurisdiction in Utah County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

- 22. <u>Assignment</u>. Neither Party may assign its rights, duties or obligations under this Agreement without prior written consent first being obtained from the other party. Notwithstanding the foregoing, such consent shall not unreasonably be withheld, delayed or conditioned so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assumed.
- 23. <u>Term.</u> Unless extended by mutual written agreement, this Agreement shall terminate (a) thirty (30) days after it is determined in writing by the Parties that SITLA and the City have fully performed under this Agreement, or (b) fifty (50) years from the effective date of this Agreement, whichever is sooner.
- 24. <u>Interlocal Cooperation Act</u>. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
 - a. No separate legal entity is created by this Agreement.
 - b. This Agreement will not take legal effect until it (a) has been approved by both Parties as required by Utah Code Ann. § 11-13-202(2), (b) has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law as required by Utah Code Ann. § 11-13-203, and (c) has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209, provided, however, that SITLA shall have no obligation under this Agreement until the condition precedent stated in Section 14 above has been satisfied.
 - c. This Agreement shall be authorized and adopted by resolution of the legislative body or director of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.
 - d. The Planning and Development Group of SITLA and the City Administrator of the City are hereby designated as joint administrators for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act.
 - e. Should either Party desire to terminate this Agreement, in part or in whole, that Party shall so notify the other Party in writing and, if the said other Party is in agreement, each Party will adopt, by resolution, an amendment to this Agreement declaring the termination and stating the reasons for and terms of such termination. Any such amendment must be in harmony with the MDA, as it may be revised from time-to-time.
 - f. Immediately after the execution of this Agreement by both Parties, the Parties shall cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

- g. This Agreement makes no provision for the Parties jointly acquiring, holding and disposing of real or personal property used in the joint undertaking, as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding, or disposition of real and/or personal property, all such property shall be owned by the City or by the Homeowners Association identified in the MDA, as appropriate, upon termination of this Agreement.
- h. Except as regards the payments from SITLA to the City detailed herein, each Party shall be responsible for its own finances and budgets, and no joint financing or budget will be established or maintained.
- 25. <u>Costs of Enforcement</u>. In any action or proceeding by which one party seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, regardless of whether legal action is instituted, the prevailing party shall be reimbursed for all of its incurred costs and expenses by the non-prevailing party.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day specified above.

State of Utah, acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By:

Kevin S. Carter

Its: Director

Approved as to form:

Special Assistant Attorney General (Attorney for SITLA)

EAGLE MOUNTAIN CITY

By:

Its:

Attest:

Recorder

Approved as to form:

Attorney for the City

EXHIBIT A

SITLA Property Legal Description

(acreages are estimated)

The SITLA Property (unsurveyed) is located in the following aliquot parts within Eagle Mountain City, Utah County, Utah:

Township 5 South, Range 1 West, Salt Lake Base & Meridian:

Section 29: NW4SW4 (portion), SW4SW4 (portion), SE4SW4 (portion);

Section 31: NE4NE4 (all), SE4NE4 (all), Lot 5 (portion; portion of SE4SE4), Lot 6 (all; portion of NW4SE4), Lot 11 (portion; portion of NW4SE4), Lot 12 (all; portion of NE4SE4);

Section 32: NW4NE4 (portion except portion of water tank site), SW4NE4 (portion), SE4NE4 (portion), NE4NW4 (all except portion of water tank site), SW4NW4 (all), SE4NW4 (all), SE4SE4 (portion), NW4SE4 (all), SW4SE4 (all), SE4SE4 (portion);

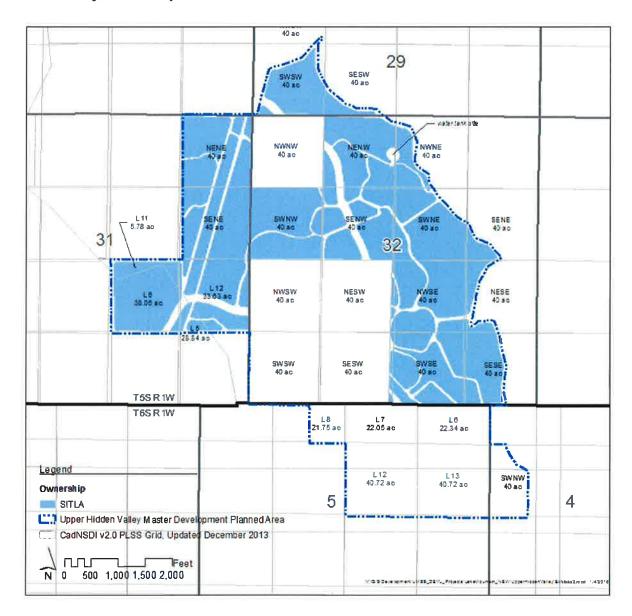
Containing 472.62 acres, more or less.

Note: This unsurveyed acreage uses the Public Land Survey System and differs slightly from those unsurveyed acreages shown in Exhibits B and C, which were prepared with CAD software. The differences will be eliminated once the SITLA Property is surveyed.

EXHIBIT A (continued) SITLA Property Legal Description

(acreages are estimated)

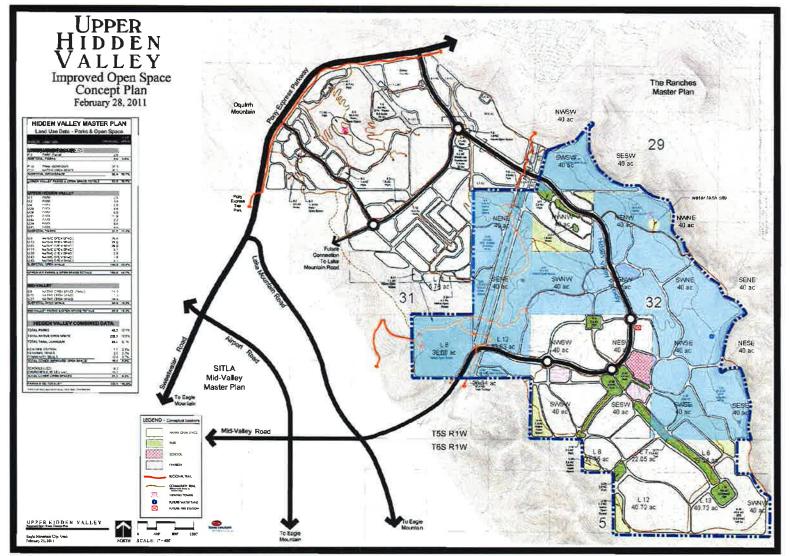
The following location map generally depicts the SITLA Property (in blue) in relative alignment with the Project boundary:

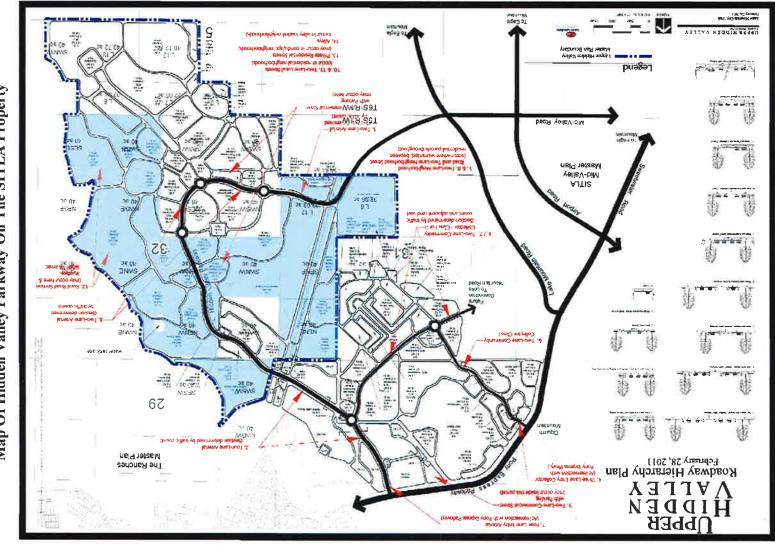


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EXHIBIT B

Map Of Park Improvements On The SITLA Property





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 ${\bf Exhibit}\,{\bf M}$ Table of Estimated Assessments for the Bonded Improvements

Engineer's Estimate of Probable Costs (order of ranguitude estimate for Hustrative purposes; Nov 2014 cost basis) (excludes any Park Improvements or any offsite extension of Hidden Valley Parkway from Lake Hountain Read to Airport Road) Upper Hidden Valley Project in Eagle Mountain, Utah **OFFSITE IMPROVEMENTS** PHASE 1 IMPROVEMENTS PHASE 2 IMPROVEMENTS Line Es tima ted Total Estima ted Total TOTAL Estima ted Total Item Itum Description Quantity Unit Unit Price Cost Quantity Unit Unit Price Cost Quantity Unit Unit Price COST Cost Street Schedule 1 30" Curb and Gutter 5,800 LF 13.00 \$ 75,400.00 9,500 123,500,00 \$ LF 13.00 \$ 19,500 13.00 \$ 253,500.00 \$ LF 452,400.00 2 Sidewalk 5,800 LF \$ 15.00 \$ 87,000.00 9,500 LF 15.00 \$ 142,500.00 \$ 19,500 LF 15.00 \$ 292,500.00 522,000.00 3 Median Curbing LF 5.800 \$ 18.00 \$ 104,400.00 9,500 LF 18.00 \$ 171,000.00 19.500 LF 18.00 \$ 351,000.00 626,400.00 \$ 4 Rough Grading 35,000 CY \$ 5.00 \$ 175,000.00 35.000 CY 7.50 \$ 262,500.00 85,000 CY \$ 5.00 \$ 425,000.00 862,500.00 5 Structural Fill (right-of-way only) 15.000 CY \$ 23.00 \$ 345,000.00 24,000 CY 23.00 \$ 552,000.00 18,000 CY \$ 23.00 \$ 414,000.00 1,311,000.00 6 Roadbase 139,200 SF \$ 2.50 \$ 348,000,00 228.000 SF 2.50 \$ 570,000.00 234,000 SF \$ 2.50 \$ 585,000.00 1,503,000.00 7 Asphalt Paving 139,200 SF \$ 1,95 \$ 271,440.00 228,000 SF 1.95 \$ 444,600.00 234,000 SF \$ 1.95 \$ 456,300.00 1,172,340.00 \$ 1,406,240.00 \$ 2,266,100.00 \$ 2,777,300.00 6,449,640.00 Storm Drain Schedule 8 15" RCP Storm Drain LF \$ 37.00 \$ LF \$ 37.00 \$ 1,400 LF \$ 32.00 \$ 44,800.00 44,800.00 9 18" RCP Storm Drain 1,200 LF 36.00 s 43,200.00 LF 3,500 \$ 36.00 \$ 126,000.00 LF \$ 36.00 \$ 169,200.00 10 36" RCP Storm Drain 1,700 LF 80.00 \$ 136,000.00 LF \$ 80.00 \$ 8.650 ᄕ \$ 80.00 \$ 692,000.00 828,000.00 11 5' Manholes 8 EA \$ 4.000.00 \$ 32,000.00 EA \$ 4,000.00 \$ EΑ 4,000.00 \$ 32,000.00 12 Curb Inlet 20 EA \$ 3,500.00 \$ 70,000.00 16 EA 3,500.00 \$ 56,000.00 EA 3,500.00 \$ 126,000.00 252,000.00 281,200.00 182,000.00 862,800.00 1,326,000.00 Sanitary Sewer Schedule 13 15" Sewer Pipe 1,700 LF \$ 29.00 \$ 49,300.00 4,750 LF \$ 40.00 \$ 190,000.00 6,600 LF \$ 30.00 \$ 198,000.00 \$ 437,300.00 14 18" Sewer Pipe 1,200 LF \$ 30.00 \$ 36,000.00 LF S 40.00 \$ LF \$ 40.00 \$ 36,000.00 15 Sewer Manhole 10 EA \$ 4,000.00 \$ 40,000.00 14 EA \$ 4,000.00 \$ 56,000.00 25 EA \$ 4,000.00 \$ 100,000.00 196,000.00 125,300.00 246,000.00 298,000.00 669,300.00 Culinary Water Schedule 16 Water Tank LS \$ 2,000,000,00 \$ 1 LS \$ 2,000,000.00 \$ 2,060,000.00 LS \$ 2,000,000.00 \$ 2,000,000.00 17 Pressure Reducing Valve LS 1.00 \$ \$ 1 LS \$ 75,000.00 \$ 75,000.00 LS 75,000.00 \$ 75.000.00 18 Pump Station LS \$ 2.00 \$ 1 LS \$ 150,000.00 \$ 150,000.00 LS 150,080.00 \$ 150,000.00 19 12" Water Line LF \$ 3.00 \$ 9,000 LF \$ 30.00 \$ 270,000.00 9,750 LF 30.00 \$ 292,500.00 562,500.00 \$ 2,495,000,00 292,500.00 2,787,599.00 Gas (Questar) 20 Gas 2,900 LS \$ 23.00 \$ 66,700.00 4,750 LF \$ 23.00 \$ 109,250.00 9,750 LF \$ 23.00 \$ 224,250.00 400,200,00 66,700.00 \$ 109,250.00 224,250.00 400,200.00 \$ Electrical Power (Rocky Mountain Power) 21 Electrical Power 2,900 LS \$ 22.50 \$ 65,250.00 4,750 LF \$ 22.50 \$ 106,875.00 9.750 LF \$ 22.50 \$ 219,375.00 391,500.00

Subtotal

30% Contingency

Total Price:

106,875.00

5,405,225.00

1,621,567.50

\$ 7,026,792.50

\$

Subtotal

30% Contingency

Total Price:

219,375.00

4,674,225.00

1,402,267,50

\$ 6,076,492.50

391,500.00

12.024.140.00

3,607,242.00

\$ 15,631,382.00

65,250.00

1,944,690,00

\$ 2,528,097.00

583,407.00

Subtotal

30% Contingency

Total Price: