

RESOLUTION NO. R-42-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE HARMONY PRELIMINARY PLAT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Harmony Preliminary Plat Development Agreement, as set forth more specifically in Exhibit A; and

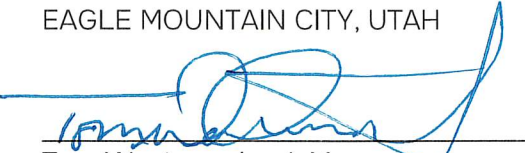
WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Harmony Preliminary Plat Development Agreement, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The First Amendment to the Harmony Preliminary Plat Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20th day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH



Tom Westmoreland, Mayor

ATTEST:



Gina L. Olsen, CMC
City Recorder

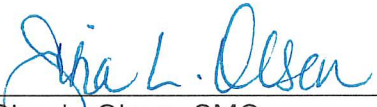


CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 20th day of May, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input type="checkbox"/> Rich Wood	<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright





Gina L. Olsen, CMC
City Recorder

Exhibit A

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT EAGLE MOUNTAIN
CITY AND EAGLE MOUNTAIN PROPERTIES L.C. FOR
HARMONY PRELIMINARY PLAT**

This First Amendment to Development Agreement for the Harmony Preliminary Plat (“First Amendment”) is entered into this 20 day of May, 2025 (“Effective Date”), by and between Eagle Mountain City, a political subdivision of the State of Utah (“City”), and Eagle Mountain Properties L.C., a Utah limited liability company, (“Developer”) sometimes referred to jointly herein as “Parties.”

RECITALS

WHEREAS the Parties previously entered into that certain Development Agreement for the Harmony project dated January 6, 2015 (“Agreement”) with respect to real property located in Eagle Mountain City, State of Utah (“Property”);

WHEREAS the Parties have cooperated in the preparation of this First Amendment and desire to enter into this First Amendment to modify and add certain terms to the Agreement;

WHEREAS this First Amendment clarifies the relationship between Sections 7 and 8 of the Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Agreement.

2. Lot Layout / Lot Size Variation. Developer’s obligation to include a variety of lot sizes shall be modified as follows:

Section 8 shall be deleted and restated as follows:

8. Lot Layout / Lot Size Variation. There shall be a variety of lot sizes throughout the Harmony Preliminary Plat, with no single street having more than four lots in a row that are less than 52 feet wide; or, in other words, for every four lots in a row that are less than 52 feet wide, the next lot shall be at least 52 feet wide. Notwithstanding the foregoing, this lot width requirement shall not apply to the Alternative Block Designs contemplated in Section 7 of this Agreement. No more than three homes of the same elevation or color shall be located along a single row of homes.

3. Subordination of Conflicting Terms. In the event of a conflict in the terms and conditions of this First Amendment with the terms and conditions of the Agreement, the terms

and conditions of this First Amendment shall be binding and govern the conduct of the Parties.

4. No Other Changes. All provisions in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but with all such counterparts being taken together to constitute a single original.

DEVELOPER
Eagle Mountain Properties L.C.,
a Utah limited liability company

By: Monte Vista Ranch, L.C.,
a Utah limited liability company, its Manager

By: MVR Management, LLC,
a Utah limited liability company, its Manager

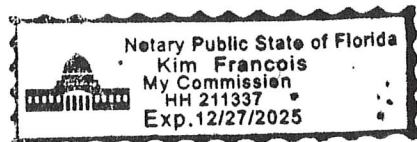
By: *T Walden*
Manager, Tiffany A. Walden

DEVELOPER ACKNOWLEDGMENT

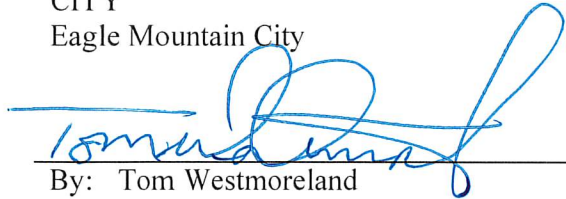
STATE OF Florida)
)
:SS.
COUNTY OF Brevard)

On this 23 day of MAY 2025, before me, the undersigned notary public, personally appeared Tiffany A. Walden, the Manager of MVR Management, LLC, a Utah limited liability company, the Manager of Monte Vista Ranch, L.C., a Utah limited liability company, the Manager of Eagle Mountain Properties L.C., a Utah limited liability company, personally know to me or (proved on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same in her authorized capacity and that her signature on this instrument the person or the entity upon behalf of which the person acted executed this instrument.

Kim Francois
NOTARY PUBLIC



CITY
Eagle Mountain City




By: Tom Westmoreland
Its: Mayor



Approved as to form and legality:

Attest:



Marcus Draper, City Attorney




Gina L. Olsen, City Recorder

CITY ACKNOWLEDGMENT

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

On the 22 day of May, 2025, Tom Westmoreland personally appeared before me who being by me duly sworn, did say that he is the Mayor of Eagle Mountain City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.





NOTARY PUBLIC