

RESOLUTION NO. R-~~78~~-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE ESCROW AGREEMENT FOR DEDICATION OF WATER  
AND PUBLIC WATER SUPPLY AGREEMENT WITH  
JOHN HANCOCK CHARTER SCHOOL FOUNDATION

PREAMBLE

WHEREAS, the John Hancock Charter School Foundation operates a school in the Scarlet Ridge subdivision and intends to expand by constructing an additional facility on the adjacent property; and

WHEREAS, the Foundation has purchased water rights to dedicate to Eagle Mountain City in accordance with City Code requirements; and

WHEREAS, to maintain the construction timeline for the upcoming school year, the Foundation proposes to post a bond guaranteeing the water rights dedication while the change application is processed by the State Engineer; and

WHEREAS, the proposed agreement with the City establishes the terms for that bonding and dedication, ensuring compliance with City requirements and supporting timely school expansion;

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


1. The Escrow Agreement for Dedication of Water and Public Water Supply Agreement with John Hancock Charter School Foundation, 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 5<sup>th</sup> day of November, 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 5<sup>th</sup> day of November, 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 checked="" type="checkbox"/> Rich Wood	<input 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



  
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Gina L. Olsen, CMC  
City Recorder

# Exhibit A

**ESCROW AGREEMENT FOR DEDICATION OF WATER AND PUBLIC WATER SUPPLY  
AGREEMENT**

This Escrow Agreement for Dedication of Water and Public Water Supply Agreement (this "Agreement") is made by and between John Hancock Charter School Foundation, a Utah nonprofit corporation ("Applicant") and EAGLE MOUNTAIN CITY, a Utah municipal corporation, 1650 East Stagecoach Run, Eagle Mountain City, Utah 84005 ("City"). The City and the Applicant are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

**RECITALS**

A. Applicant operates a charter school in Eagle Mountain City ("School"). Applicant is looking to expand the School onto the adjacent property ("Expansion"). In order to receive all necessary governmental approvals for the Expansion, Applicant is required to dedicate 7.25 acre-feet of water to the City ("Water Dedication Requirement") pursuant to the Eagle Mountain Municipal Code.

B. Applicant has purchased 7.25 acre-feet of water from Water Right 54-459 from a third party with the intent to dedicate the water to the City for the Water Dedication Requirement. Applicant is in the process of filing a change application with the State Engineer to allow for the use to be changed from irrigation to municipal.

C. The change application process generally takes several months to complete. In order to complete construction of the Expansion prior to the start of the 2026-2027 school year, Applicant desires to post a bond to guarantee the fulfillment of the Water Dedication Requirement and begin construction prior to dedicating the 7.25 acre-feet to the City.

D. The City has entered into an agreement ("CWP Agreement") with the Central Utah Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District"), for the purchase of certain water ("CWP Water") as part of Central Utah Water Conservancy District Water Development Project.

E. Pursuant to the CWP Agreement, the City is entitled to purchase a certain quantity of CWP Water from the District for public use.

F. The Parties are concerned that during the change application process, the State Engineer will reduce the amount of water that is changed to a municipal use and dedicated to the City leading to insufficient water for the Applicant. Applicant desires to contract with the City for the use of a certain amount of the CWP Water that the City is entitled to purchase on the terms and conditions set forth in this Agreement to satisfy building permit and development approval requirements for use on Applicant's properties for any amounts of water that are insufficient following the approval of the change application.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, payment by the Applicant under the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

**TERMS**

1. Dedication of Water. Applicant irrevocably acknowledges its obligation to dedicate 7.25 acre-feet of water to the City and hereby agrees to do so within thirty (30) days of the change

application being approved. If the change application approves less than 7.25 acre-feet of water for municipal use, Applicant agrees to dedicate the approved amount to the City and purchase CWP Water so that the total amount dedicated and purchased equals 7.25 acre-feet. For avoidance of doubt, if hypothetically the State Engineer approves the change application for 5 acre-feet of water for municipal use, Applicant will be obligated to purchase 2.25 acre-feet of CWP Water to meet its dedication requirements. The City may withhold certificate of occupancy until 7.25 acre-feet of water is dedicated and/or purchased in accordance with the terms of this Agreement. The City may withhold all permits and/or approvals, if Applicant fails to meet its Water Dedication Requirement within thirty (30) days of change application approval. In the event the State Engineer denies the change application, the Parties shall meet to confer in good faith as to how to amend this Agreement in a manner that fulfills the intent of the Parties.

2. Bond. Upon execution of this Agreement and prior to any construction on the Expansion, Applicant shall deposit with the City to be held in escrow one hundred fifty-two thousand eight hundred fifteen dollars and fifty cents (\$152,815.50) in cash, by cashier's check, wire transfer, or other immediately available funds ("Deposit") to guarantee the performance of its Water Dedication obligation. City shall return the Deposit without interest to the Applicant upon request after the Applicant has met its Water Dedication requirement

3. Reservation of CWP Water. The Applicant agrees to dedicate all water it purchased from Water Right 54-459 to the City to meet its development requirements. In the event the State Engineer approves less than 7.25 acre-feet of water in the change application, the City hereby agrees to purchase from the District, and to allocate and use to meet the development standards of the City for the Expansion sufficient CWP Water to meet any additional water dedication requirements of the City for the Expansion.

4. Designation of Property for Use of CWP Water. Applicant owns certain property located in the City, as described on attached Exhibit "A" ("Property"), which Applicant intends to develop for the Expansion and the CWP Water will be used to meet part of the development standards of the City for the Property if the State Engineer approves less than 7.25 acre-feet pursuant to the change application.

5. CWP Water Cost. In the event applicant must use CWP Water to fulfill part of its Water Dedication requirements, Applicant shall pay the amount of twenty-one thousand seventy-eight dollars (\$21,078) per acre-foot necessary ("Purchase Price") within thirty (30) days of the change application being approved in order to compensate the City for the cost of the acquisition of a perpetual water supply for the Property using CWP Water.

6. Infrastructure and Impact Fees. Applicant recognizes and agrees that the price of the CWP Water only reflects the price of the water and does not include the price of the infrastructure to deliver the water to the Property. Applicant shall be responsible for the construction of all infrastructure to deliver water to the Property from the City and/or payment of all City impact fees for water system infrastructure.

7. Assignment Limited. Applicant may not assign this Agreement or any of its rights under it without the prior written consent of the City, which it may deny in its sole discretion. Applicant agrees that City may charge a fee, as determined by the City from time to time, to cover the administrative costs of transfers.

8. Availability of CWP Water. Applicant acknowledges and agrees that in the event that CWP Water is not available to the City prior to Applicant allocating water for a project, the City may, in City's sole discretion, terminate this Agreement and refund any amounts paid by Applicant to City without interest or penalties.

9. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

10. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

11. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

12. Business Relationship. This Agreement neither acknowledges the existence of nor is it intended nor shall it be construed to establish, create or organize any principal-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein.

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

14. Venue. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.

15. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

16. Governmental Immunity. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63G-7-101, et seq.*) ("Immunity Act"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

17. Indemnification. Applicant agrees to indemnify and hold the City harmless from any and all claims, liability whether founded in tort or contract, injuries, death, loss, damage, attorney fees, and/or litigation costs arising from the implementation of this Agreement.

18. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior undertakings, representations, or agreements of the Parties regarding the subject matter hereof.

19. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

20. Warranty of Authority. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. City and Applicant each represent and warrant that it has full legal right and authority to enter into this Agreement.

21. Notices. Notices given by or to the Parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may designate in writing:

APPLICANT:

John Hancock Charter School Foundation  
125 N 100 E  
Pleasant Grove, UT 84062

CITY:

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

22. Rules and Regulations Governing Service. Applicant and the City agree that all water service to the Property is subject to the ordinances, rules and regulations of the City and the City reserves the right to adopt rules and regulations governing the delivery of water generally applicable throughout the City, and to exercise its full statutory powers, including specifically the right to amend its rates, fees, charges, and its rules and regulations in the future, and the right to exercise its statutory powers, as they now exist or are amended or enacted in the future. It is expressly agreed that the City, by signing this Agreement, does not waive or surrender any of its rights to make, amend or enforce any of its rules and regulations for water service.

IN WITNESS WHEREOF, the Parties hereto have executed this 30 day of November, 2025.

APPLICANT  
By: [Signature] CSBBO  
Print Name: Craig Frank  
Title: Business Admin, CSBBO

EAGLE MOUNTAIN CITY  
[Signature]  
Tom Westmoreland, Mayor

ATTEST:  
[Signature]  
Gina L. Olsen, CMC City Recorder



EXHIBIT A

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°56'11" WEST 1315.50 FEET ALONG THE SECTION LINE AND SOUTH 00°09'14" WEST 1.86 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTH 00°09'14" WEST 827.87 FEET; THENCE NORTH 89°52'14" WEST 398.07 FEET; THENCE NORTH 02°03'06" EAST 828.43 FEET; SOUTH 89°51'25" EAST 370.64 FEET TO THE POINT OF BEGINNING.

CONTAINS 318,212 SQ.FT. OR 7.305 ACRES.