

RESOLUTION NO. R-04-2017

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
ARRIVAL MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to approve the First Amendment to the Arrival Master Development Agreement as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Arrival Master Development Agreement as set forth in Exhibit A.
2. The First Amendment to the Arrival Master Development Agreement is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of March, 2017.

EAGLE MOUNTAIN CITY, UTAH


Chris Pengra, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City on the 21st day of March, 2017.

Those voting aye:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Those voting nay:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland



Fionauala B. Kofoed, MMC
City Recorder

EXHIBIT A

**FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT
FOR THE ARRIVAL
MASTER DEVELOPMENT PLAN AREA**

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR THE ARRIVAL MASTER DEVELOPMENT PLAN AREA, which was entered into on August 21, 2013 (this "**Amendment**") is made and entered into effective as the 21st day of March, 2017, by and between Eagle Mountain City, a Utah municipal corporation ("**City**"), and Gregory W. Hazard, Belle Street Investments, LLC, Earl C. Hindley, Trustee, James E. Hindley, Trustee, and Ruby Jane Hindley, Trustee (collectively "**Developer**").

AMENDMENT:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree to amend the MDA as follows:

1. Paragraph 4 is deleted in its entirety and replaced with the following:

4. Park and Trails Improvements.

A. Park Improvements.

Developer shall construct an approximately 3.3 acre park (the "Park") in the approximate location shown on the Land Use Plan Map. The design of the Park shall be determined by the Developer, but it is expected that the Park will include play structures, grass areas, picnic tables and/or play fields. The Park shall be constructed prior to issuance of more than one hundred and twenty (120) building permits in the Project. The developer shall place funds in an escrow on a 150% pro rata basis, as detailed in 4.A.1 of this Agreement. A detailed park plan showing the improvements and sprinkler system must be approved by the City for the subdivision containing the park. The Park shall be dedicated to the City with the plat which includes the Park, but not later than the platting of the 90th lot within the Project. The Park shall be maintained by the HOA. The City agrees to enter into a separate agreement with the HOA to provide water to irrigate the Park in such amounts as the City determines are reasonable and appropriate for the approved Park improvements.

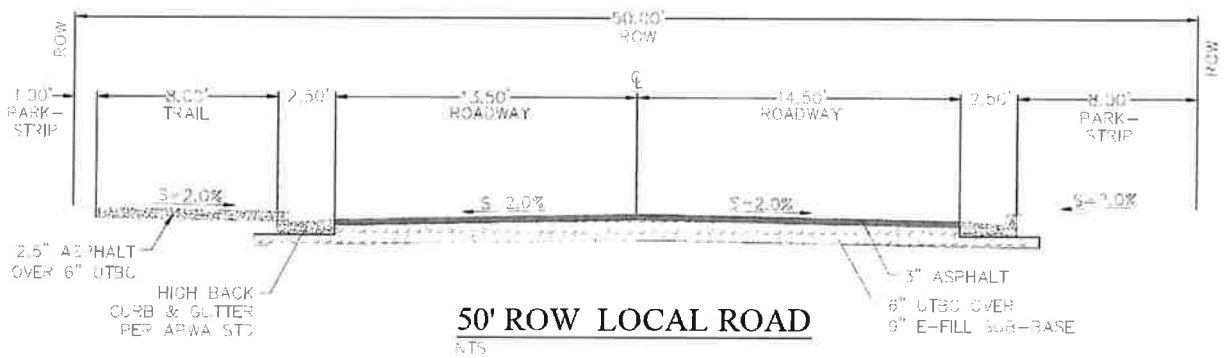
A.1. Park Escrow.

- The Developer shall escrow a total of \$287,496.00 to cover the cost of improving the park with a sprinkler system and sod.
- Phase 1 (30 lots) was approved without escrowing any funds, thus, the cost of the park shall be divided between the remaining 148 lots.
 - The 150% pro rata cost to be escrowed is \$2,913.81 per lot.

- The Developer shall also escrow an additional \$30,068.58 with the first plat following this MDA Amendment that includes this paragraph to provide for additional amenities within the park.
- The total funds being escrowed for the park shall be \$317,564.58.

2. Paragraph 5B shall be deleted in its entirety and replaced with the following:

5.B. Roadways. The road in the southwest corner of the project shall be a 50-foot wide minor collector from the southern border of the project to the first intersection. Unless the City and developer agree to an alternative road cross-section in the future, all other roads in the Project shall be constructed according to the following 50-foot wide local road section:



IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first written above.

CITY:

EAGLE MOUNTAIN CITY, a Utah municipal corporation

ATTEST:

By: *Fionnuala B. Kofoed*
Fionnuala B. Kofoed, City Recorder

By: *Christopher Pengra*
Christopher Pengra, Mayor



DEVELOPER

Belle Street Investments, LLC

By: *Scott Hazard*
Print Name: SCOT HAZARD

Title: MANAGER

APPROVED AS TO FORM

BY: *[Signature]*
CITY ATTORNEY

Gregory W. Hazard
Gregory W. Hazard

Earl C. Hindley, Trustee

James E. Hindley, Trustee

Ruby Jane Hindley, Trustee