

EAGLE MOUNTAIN CITY
MASTER DEVELOPMENT AGREEMENT
FOR THE
TALON COVE MASTER DEVELOPMENT

This **Master Development Agreement for the Talon Cove Development** (this "**Agreement**") is entered into between Eagle Mountain City, a Utah municipal corporation of the state of Utah (the "**City**") and Isaac Patterson Properties, Inc., a Utah corporation and HHH Funding LLC, a Utah limited liability company (together "**Developer**").

This Agreement is made with reference to the following facts.

A. Developer has submitted to the City an application for a new development known as Talon Cove (the "**Project**").

B. The Project consists of approximately 160 acres of the land (the "**Property**") located north of SR 73 in the northeast corner of Eagle Mountain City. A legal description of the Property is attached as Exhibit 1.

C. The Project will be zoned as residential in accordance with Title 1, Chapter 5 of the Development Code of Eagle Mountain City and improved in compliance with procedures and standards in the Development Code and the terms of this Master Development Agreement.

D. Developer has received approval of the Master Development Plan for the Project (the "**Master Development Plan**") from the Planning Commission and City Council of Eagle Mountain City. The approved land use element map of the Master Development Plan, which depicts the zoning for the Project and land uses which will be allowed by the City, is attached as Exhibit 2 (the "**Master Development Plan Map**").

E. The parties wish to define the rights and responsibilities of the parties with respect to the development of the land and funding of improvements in the Master Development Plan area which is approved by the City in this Agreement with the annexation of the land to Eagle Mountain City.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. Annexation to the City. The City and Developer agree that the City has enacted an Annexation Ordinance, under the provisions of Utah law, extending the municipal boundaries of Eagle Mountain City to include all portions of the Property not currently located within the municipal boundaries of Eagle Mountain City.
2. Development Group. The following entities own or represent the owners of the Property.

Developer: Isaac Patterson Properties, Inc.
Address: 1307 E. 610 N.
Provo, Utah 84606

Developer: HHH Funding, LLC
c/o Scott Hazard
Address: 3688 E. Campus Drive
Eagle Mountain, Utah 84043

3. Governing Standards. The Talon Cove Master Development shall be governed by the procedures, standards and requirements of the Development Code of the City and the terms of the Talon Cove Master Development Plan.

4. Zoning, Density and Land Use Standards. The Project will be zoned as residential in accordance with Title 1, Chapter 5 of the City's Development Code. The residential zone must be a predominately residential use, but certain commercial and mixed-use developments are allowed as a conditional use with in the Project. The Master Development Plan Map, attached as Exhibit 2 and approved as part of the Master Development Plan, is the zoning map for the Property.

4.1 The Property is divided into five neighborhoods or pods which permit a certain number of units per acre within each zone or pod. The total number of units within any neighborhood or pod may not increase without approval of an application to amend the Master Development Plan. The development of each neighborhood or pod must contain improvements to meet the City's current Tier II requirements concurrent with the density for that particular neighborhood or pod, or such other requirements as adopted by the City in the future. As a reference, a copy of Title 1 Chapter 6 of the City's Development Code, which outlines the current requirements for certain densities within each pod or zone, is attached hereto as Exhibit 3. The City shall not issue any final subdivision plat until Developer has demonstrated how it will meet the City's Tier II requirements for that particular neighborhood or pod. The overall density of the Talon Cove Master Development may not exceed 2.65 residential units per acre, which limits the Property to no more than 421 residential units. The densities and units are as follows:

Total Acreage:	158.85 acres
Residential:	421 units
Improved Open Space:	Not less than 14.00 acres
Unimproved Open Space:	12.55 acres

The Project is comprised of the residential neighborhoods or pods, as set forth on attached Exhibit 2, which neighborhood or pods have the following densities:

Neighborhood	Acres	Density	Residential Tier
I	28.00	5.18	Tier II
II	31.88	3.82	Tier II
III	14.10	3.10	Tier II
IV	25.48	2.67	Tier II
V	21.12	1.99	Tier II
School	10.83		
10.88 acre Park			
4.01 acre Park			
12.55 Open Space			
Totals	158.85	2.65	Tier II

Unless the Development Code is amended to require other improvements, Developer shall construct the following improvements to meet the City's Tier II requirements for the approved density within each neighborhood pod or zone:

Neighborhood	Improvements
III, IV, V	<p>Tier I Improvements: Fund or Construct Community Improvements Entryways and Monuments Professional Land Planning</p> <p>Tier II Improvements: 8% Improved Open Space as Parks and Trails Architectural and Landscape Guidelines/ CC&R's/ Design Review Committee Masonry Materials (seventy five percent of the exterior)</p>
II	<p>Tier I Improvements: Fund or Construct Community Improvements Entryways and Monuments Professional Land Planning</p> <p>Tier II Improvements: 8% Improved Open Space as Parks and Trails Architectural and Landscape Guidelines/ CC&R's/ Design Review Committee Masonry Materials (seventy five percent of the exterior) Residential Lot Landscaping (front and sides yards)</p>

I	<p>Tier I Improvements: Fund or Construct Community Improvements Entryways and Monuments Professional Land Planning</p> <p>Tier II Improvements: 8% Improved Open Space as Parks and Trails Architectural and Landscape Guidelines/ CC&R's/ Design Review Committee Masonry Materials (seventy five percent of the exterior) Residential Lot Landscaping (front, sides, and back yards) Recreational Amenities</p>
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5. School Site. Developer has designated a 10.83 acre residential parcel as a School Site, as indicated on attached Exhibit 2. If Developer decides not to utilize the School Site for a public or private school, Developer may combine the School Site with Neighborhood I and develop it in conjunction with the requirements set forth above. However, the density for Neighborhood I shall not exceed 5.18 units per acre, and the total residential units for the Project may not exceed 421 units. In addition, Developer shall still be required to construct the improvements for Neighborhood I as set forth above as if the overall density for Neighborhood I is 5.18 acres. To clarify, Developer may include the School Site as part of Neighborhood I, but may not decrease the required improvements set forth in the table above to obtain a density of 5.18 units per acre.

6. Roadways. In conjunction with Developer's application, Developer has submitted a detailed roadways study and traffic plan for the Project, which are attached hereto as Exhibit 4 (the "Roadway Plan"). The parties recognize and agree that the development of the Project will require the construction of both the Mt. Airey Drive extension and the Ranches Parkway extension.

6.1 Mt. Airey Drive. Developer shall construct Mt. Airey Drive as a 60' foot wide road as set forth in the Roadway Plan. In addition, Developer shall construct acceleration and de-acceleration lanes on SR 73 at the intersection of the Mt. Airey Drive, as approved by the City and UDOT. Prior to any subdivision plat being approved by the City for the Project, Developer must obtain approval from the City for a cross-section of Mt. Airey Drive and a phasing plan for the completion of Mt. Airey Drive.

6.2 The Ranches Parkway. The Ranches Parkway must be developed through property currently owned by other individuals or entities, including RCA 65, LLC and Two A, L.L.C (the "**Adjacent Owners**"). Developer and City have been negotiating with the Adjacent Owners to determine a method to finance and construct the Ranches Parkway extension, but the parties have been unable to reach an agreement regarding the terms and conditions of the

extension. Developer recognizes and agrees that prior to any final subdivision approval for the Project, an agreement must be reached between the Developer, Adjacent Owners, the City and UDOT for the construction and financing of the Ranches Parkway extension. Developer further consents to the City equitably assessing the Property to fund construction of the Ranches Parkway extension.

7. Improvement and Dedication of Parks and Open Space. The total amount of Improved Open Space to be set aside as parks, and improved and dedicated to the City by the Developer, totals not less than 14.00 acres. The total amount of Unimproved Open Space to be set aside by Developer totals not less than 12.55 acres.

8. Timing of Park Improvements.

8.1 Park Plans. Prior to the City approving any subdivision plat in Neighborhood I or II, Developer shall submit to the City a detailed Park plan for the approximately 4 acre south park (the "South Park Plan"). Prior to the City approving any subdivision plat in Neighborhoods III, IV or V, Developer shall submit to the City a detailed Park plan for the approximately 11 acre north park (the "North Park Plan"). A map detailing the location and proposed improvements for the south park and north park is attached hereto as Exhibit 6. The South Park Plan and North Park Plan shall contain substantially the same improvements as described in attached Exhibit 6.

8.2. Park Improvements. Prior to any subdivision plat being recorded for any portion of the Property, Developer shall improve, or place into escrow with the City sufficient funds to improve the portion of the improved open space which corresponds with the size of the platted property. For example, if the first subdivision is 10 acres, Developer shall improve, or place into escrow sufficient funds to improve, .8 acres of Improved Open Space (10 acres x 8% Improved Open Space = 0.8 acres). In addition, prior to applying for the 106th building permit for the Development, Developer shall complete construction and landscaping of the approximately 4 acre south park, and prior to applying for the 315th building permit for the Development, Developer shall complete construction and landscaping of the approximately 11 acre north park. The area(s) improved by Developer shall be determined in the City's sole and absolute discretion, and the amount of funds placed into escrow to fund the improvements shall be determined in the City's sole and absolute discretion.

9. Community Improvements. In conjunction with Section 6.7 of the Development Code, Developer must contribute \$2,000 per buildable acre of land within the Project to fund construction of community wide improvements. Developer agrees that prior to recording each subdivision plat, Developer shall place into a community improvement escrow fund for the Project (the "Improvement Fund") established with the City sufficient funds to meet the required community improvements. For example, if the first subdivision plat is for 10 acres, Developer will place \$20,000 in the Improvement Fund. The City and Developer agree that it is the intent of Developer to utilize the funds to construct a splash park, skate park, or other approved community improvement at one of the designated parks. If Developer decides to construct

improvements which require routine maintenance, Developer shall create an HOA for the Project with legal authority to collect assessments to maintain the improvements, and shall submit to the City a detailed plan regarding the anticipated maintenance cost for the improvements. Developer and/or the HOA for the Project, may submit a plan to the City for the improvements. If the City approves the plan, Developer and/or the HOA shall obtain reimbursement for construction of the improvements from the amount in the Improvement Fund. In addition, Developer may submit a plan to the City at any time for the development of the splash park or skate park, or such other improvements which are approved by the City. If Developer receives approval from the City, Developer may construct the improvements and receive a credit from the City against future contributions for the amount of the improvement. For example, if Developer constructed a \$200,000 splash park after receiving approval from the City, Developer would receive credit for 100 acres. In the event the funds in the Improvement Fund are not utilized by Developer or the HOA for the Project within 10 years of recordation of the first subdivision plat for the Project, the City shall have discretion to utilize the funds in any manner which the City deems appropriate.

10. Transitioning Requirements. Developer agrees to comply with all transitioning requirements set forth in Section 12.15 of the Development Code, including, but not limited to, the required transitioning of one acre lots and a road adjacent to any property zoned agricultural that has been subdivided for the purpose of building.

11. Agreement Subject to Amendment of Capital Facilities Plan and Economic Impact Analysis. The City's Capital Facilities Plan and Economic Impact Analysis shall be amended to accommodate the anticipated development of the Talon Cove Development. The City will undertake such amendments immediately upon the execution of this Agreement. Developer will reimburse the City for the cost of the amendment required under this Agreement.

12. Dedication of Facilities. Except as provided in a reimbursement agreement which may be entered between the City and the Developer, the Developer agrees to dedicate and donate free and clear of all encumbrances to the City all required spaces for the location of City owned utilities, streets, utility facilities and improvements for the construction and use of utilities, parks, roads, and other public ways such as trails depicted on the Master Development Plan.

13. Utility Services and Infrastructure Improvements. The City's engineering department has reviewed the proposed Talon Cove Development Infrastructure Concept Plan (the "Infrastructure Plan"), a summary of which is attached as Exhibit 5. The parties agree and acknowledge that the Developer will provide the funds to construct the improvements set forth in the Infrastructure Plan ("Improvements"). In the event Owners or Developer construct utilities or other infrastructure in excess of the capacity necessary to provide services to the Property, Owners or Developer may be entitled to reimbursement for the cost of the excess capacity. The City shall revise and amend the City Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Owners or Developer for the cost of excess capacity.

14. Water Rights. Developer shall comply with the City's Development Code, as amended,

related to providing water to the City for the Project.

15. Withholding Approval Upon Default. The parties agree that the City shall not approve or record any subdivision in the Master Development area if the Owners or Developer are in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the development project. In addition, the City may withhold approval of building permits to construct any building or structure within the Master Development area if the Owners or Developer are not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

16. Reserved Powers. The parties agree that the City reserves certain legislative powers to amend its Development Code to apply standards for development and construction generally applicable throughout the City. It is the intent of the parties to vest the Owners and Developer with the specific land uses and development density defined specifically on the Master Development Plan Map (Exhibit 2) and to require compliance by the Owners and Developer with all other generally applicable standards, conditions and requirements enacted by the City to protect the safety, health and welfare of the current and future inhabitants of the City.

17. Impact Fees. The Owners and Developer agrees to pay all impact fees when due at subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time. The parties shall enter into a separate Reimbursement Agreement upon the enactment of impact fee requirements and which shall provide for reimbursement to the Developer for certain improvements transferred to the City by the Developer as provided more specifically in the Reimbursement Agreement.

18. Annual Review of Compliance. The parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement, City Development Standards and Schedules in the Master Development Plan approved by this Agreement. It shall be an event of default if the Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by the City Development Standards, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if the Owners or Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

19. Default Notice. Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days notice to the Owners and Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Owners and Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Owners or

Developer are in default, the City Council may order that work in the Master Development area be terminated until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

21. Integration. This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the Development Code of the City shall govern the procedures and standards for approval of each subdivision and public improvement.

22. Not Severable. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

23. Waiver. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent reach of this Agreement on the part of the other party.

24. No Modification. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

25. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

26. Costs of Enforcement. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

27. Agreement to Run With the Land. This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Owners, Developer and all successors and assigns of any of the foregoing.

This Agreement was approved by the Eagle Mountain City Council on October 16, 2007.

Dated this 16th day of MARCH, 2008.

ISAAC PATTERSON PROPERTIES, INC.

By: [Signature]
Isaac Patterson
Its: President

Dated this 16th day of MARCH, 2008.

HHH FUNDING, LLC

By: [Signature]
Sco Hazard
Its: Managing Member

Dated this 16th day of MARCH, 2008.

ATTEST:

EAGLE MOUNTAIN CITY

[Signature]
Fionnuala B. Kofoed
City Recorder

[Signature]
Heather Anne Jackson
Mayor



EXHIBIT 1
LEGAL DESCRIPTION

EXHIBIT 2
MASTER DEVELOPMENT PLAN MAP

EXHIBIT 3
TITLE 1 CHAPTER 6
EAGLE MOUNTAIN LAND DEVELOPMENT CODE

EXHIBIT 4
ROADWAY PLAN

EXHIBIT 5
INFRASTRUCTURE PLAN

EXHIBIT 6
PARK LAYOUT MAP

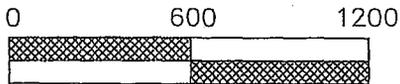
EXHIBIT 1

LEGAL DESCRIPTION

NORTH QUARTER
CORNER SECTION 17,
TOWNSHIP 5 SOUTH,
RANGE 1 WEST

NORTHEAST CORNER
SECTION 17, TOWNSHIP 5
SOUTH, RANGE 1 WEST

TALON COVE PROPERTY



(8.5"x11")

SCALE: 1" = 600'

CENTER OF SECTION 17,
TOWNSHIP 5 SOUTH,
RANGE 1 WEST

EAST QUARTER
CORNER SECTION 17,
TOWNSHIP 5 SOUTH,
RANGE 1 WEST

SR-73

SR-73

RANCHES
PARKWAY

BOUNDARY DESCRIPTION

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN.

PARCEL CONTAINS 6,919,676 SQ. FT. (158.85 ACRES)

TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS

27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

TALON COVE ESTATES

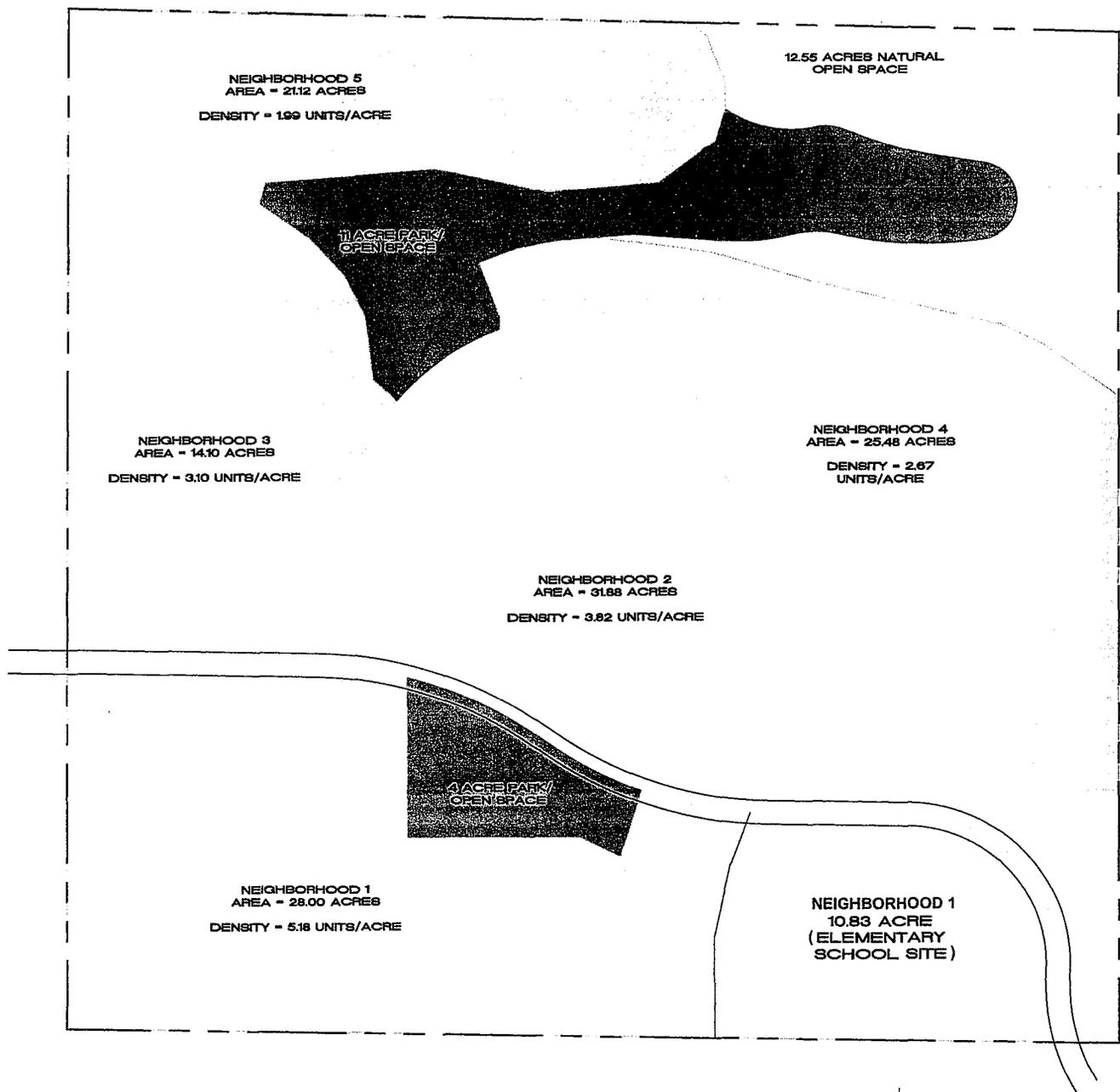
PLANNED RESIDENTIAL DESIGN

BOUNDARY DESCRIPTION

EXHIBIT 2

MASTER DEVELOPMENT PLAN MAP

TALON COVE LAND USE MAP



TOTALS

TOTAL UNITS SHALL NOT EXCEED 421
OVERALL DENSITY = 2.65 UNITS / ACRE



SCALE: 1" = 400'

EXHIBIT 3

**TITLE 1 CHAPTER 6
EAGLE MOUNTAIN DEVELOPMENT CODE**

**TITLE 1
CHAPTER 6
RESIDENTIAL ZONE BONUS
DENSITY ENTITLEMENTS**

Sections:

- 6.1 What this Chapter Does.**
- 6.2 Purposes and Objective.**
- 6.3 Structure of Bonus Density Entitlements**
- 6.4 Optional Detailed Bonus Density Vesting Arrangements.**
- 6.5 Application.**
- 6.6 Bonus Density Criteria.**
- 6.7 Tier I Residential Bonus Density Entitlements (Required).**
- 6.8 Tier II Residential Bonus Density Entitlements (Optional).**
- 6.9 Tier III Residential Bonus Density Entitlements (Required).**
- 6.10 Tier IV Residential Bonus Density Entitlements (Optional).**

6.1 What this Chapter Does.

This Chapter establishes the provisions and processes for the granting of Bonus Density to subdivisions and Master Development Plans.

6.2 Purpose and Objective.

The purpose and objective of this Chapter is to identify the improvements, facilities, and amenities necessary to accommodate the demands of a higher density development and to provide developers with incentives to contribute necessary amenities and development upgrades that benefit city residents. This Chapter is intended to allow maximum flexibility so as to foster creativity and innovation in development and to allow developers to respond to market demands. It is also the objective of this Chapter to facilitate projects that will have a variety of housing types and attractive neighborhoods.

6.3 Structure of Bonus Density Entitlements.

Bonus Density Entitlements, or increases in the number of residential units a developer is entitled to build on an acre (above the 0.8 residential dwelling units per acre Base Density of the Residential Zone) shall be permitted when a project provides additional improvements and amenities as outlined in

this Chapter. Bonus Density Entitlements are structured in Tiers and are cumulative. The requirements of each Tier must be met before Bonus Density from the next Tier may be awarded. All Bonus Density Entitlements granted by the City Council are density maximums. It is the responsibility of the developer to demonstrate that a parcel designated for higher densities can accommodate the requested densities in compliance with all of the generally applicable requirements of Titles 1 and 2. All Bonus Density Entitlements are subject to the applicable standards and limitations of this code, including Title 2 Section 8.9, restricting construction and impermeable surfaces on sloped land. Bonus Density will not be granted when the proposed improvement, facility, or amenity is an otherwise required improvement for a land use as found in Title 1 and/or Title 2 of this Code.

6.3.1 Density for Master Development Plans.

Master Development Plans will be approved with Bonus Density Ceilings in compliance with Tables 6.1 – 6.4, and will be formalized in a Master Development Agreement. The specific improvements, facilities, and amenities shall be identified and agreed to during the Master Development Plan approval process. The Master Development Agreement will specify the improvements, facilities, and amenities to be funded and/or constructed within the Development Density Areas throughout the development, in exchange for increased density entitlements. All development projects of one hundred sixty (160) acres or more or those which propose any Tier III or Tier IV Residential project shall have an approved Master Development Plan. Smaller development projects may also participate in the Master Development Plan process. Once a Master Development Plan is approved, additional Bonus Densities are no longer available for the project.

6.3.2 Density for Preliminary Plats.

Tier I and Tier II projects less than one hundred sixty (160) acres may be developed through the Preliminary Plat process. Preliminary Plats will be approved with Bonus Density Ceilings in compliance with Tables 6.1 – 6.4, and will be formalized in a Development Agreement. The specific improvements,

facilities, and amenities shall be identified and agreed to during the Preliminary Plat approval process. The Development Agreement will specify the improvements, facilities, and amenities to be funded and/or constructed within the Development Density Areas throughout the development, in exchange for increased density entitlements. Once a Preliminary Plat is approved, additional Bonus Densities are no longer available for the project.

6.3.3 Density for Tier I and Tier II Residential Developments.

All developments that have project densities greater than the Base Density Residential 0.8 dwelling units per acre shall be developed with the improvements and amenities required to comply with the increased density entitlements. Table 6.1- Tier I Residential Bonus Density Entitlements (Required), and Table 6.2 Tier II Residential Bonus Density Entitlements (Optional), summarize the amenities for which bonus densities will be granted in Tier I and Tier II Residential developments, respectively. The developer shall identify the specific improvements and amenities for the development project and the Bonus Density Entitlement thereby earned with submission of a Master Development Plan, and again with the submission of a Preliminary Plat Application if the area's density exceeds the overall Master Development Plan density. Approval is granted by the City Council upon recommendation by the Planning Commission. Improvements and amenities shall be enumerated in a Development Agreement, which provides for bonding of all improvements and shall be approved by the City Council.

6.3.4 Density for Tier III and Tier IV Residential Developments.

All Multi-family Dwellings and other developments that have project densities between 5.21 and 22.7 dwelling units per acre shall be proposed in a Master Development Plan. Table 6.3- Tier III Residential Bonus Density Entitlements (Required), and Table 6.4- Tier IV Residential Bonus Density Entitlements (Optional), summarize the amenities for which bonus densities will be granted in Tier III and Tier IV Residential developments, respectively.

All improvements and amenities listed on Tables 6.3 and 6.4 shall be developed within the boundaries of the project. The developer shall identify the specific improvements and amenities for the development project and the Bonus Density Entitlement thereby earned with submission of a Master Development Plan, and again with the submission of a Preliminary Plat Application if the area's density exceeds the overall Master Development Plan density. Approval is granted by the City Council upon recommendation by the Planning Commission. Improvements and amenities shall be enumerated in a Development Agreement, which provides for bonding of all improvements and shall be approved by the City Council.

6.4 Optional Detailed Bonus Density Vesting Arrangements.

A developer or Master Developer may submit a plan specifying a Bonus Density Arrangement within Development Density Area(s), which indicates where more and less dense development will be located and demonstrating how the various densities average out to comply with the overall density entitlement within a Development Density Area. Such a plan shall be submitted graphically with a map showing the outlines of the land to be built with various densities. If this option is exercised, and the Bonus Density Arrangement is approved, then the Developer and the City become bound by the terms of the Arrangement and density within the Development Area is vested according to the approved arrangement. Any subsequent change in the Density Arrangement would require an amendment to the Master Development Plan. Once a Master Development Plan is approved, additional Bonus Densities are longer available for the project.

6.5 Application.

The property owner or an authorized agent shall make application for Bonus Density on forms created by the Planning Director. Completed Bonus Density application forms shall be submitted as part of a Master Development Plan application or Preliminary Plat application (when not processed previously as part of a Master Development Plan). No Bonus Density application shall be

processed without the submission of the completed application and supporting materials as required by this Chapter. The fee to process the Bonus Density application is included in the Preliminary Plat or Master Development Plan processes. Incomplete applications shall not be processed under any circumstance.

6.5.1 Supporting Materials. Bonus Density applications shall be submitted with supporting materials outlined in section 6.6 Bonus Density Criteria. The supporting materials shall be as clear and concise as feasible when explaining future improvements. The supporting materials explaining the improvements and amenities that are being proposed for Bonus Density shall include, but not be limited to, plans, drawings, and cost estimates. An appropriate licensed professional shall prepare supporting materials when required by this Chapter.

6.6 Bonus Density Criteria.

The improvements, facilities, and amenities listed in this Section are available as improvements for which Bonus Density shall be granted by the Planning Commission and City Council. Accordingly, the granting of Bonus Density for projects shall not be done in an arbitrary manner; projects that propose improvements that are consistent with the criteria set forth in this Chapter shall be eligible for bonus density. The burden to demonstrate compliance with the criteria is upon the applicant. It shall be the role of the staff, Planning Commission, and City Council to determine substantial compliance with the criteria. Notwithstanding these provisions the applicant may propose, and the Planning Commission may recommend to the City Council, awarding density when a proposal diverges from the general criteria but an equivalent value to the City and its residents can be demonstrated. Upon receipt of this recommendation, the City Council may exercise its discretionary powers associated with entering into agreements and award density once it has been determined that the proposed improvement, facility, amenity, or payment is within the public's interest.

6.7 Tier I Residential Bonus Density Entitlements (Required).

Participation in Tier I entitles a developer to a Bonus Density increase of 0.8 units per acre in addition to the 0.8 Base Density within the Development Density Area. Developers desiring this Bonus Density entitlement are required to fulfill the following obligations: (1) fund, construct or otherwise give value equaling two thousand (\$2,000 per acre of Buildable Land, covered by the Bonus Density entitlement, toward completion of amenities with a community wide benefit, described in this Chapter and identified on Table 6.1 as Tier I Amenities; (2) dedicate to the City as open space, and improve into parks or trails, four (4) percent of the Buildable Land covered by the Bonus Density entitlement; (3) provide landscaped entryways and monument signage; (4) provide a professionally developed and stamped land plan, which provides for compatibility and buffering between uses and densities, creates and shows central features (including parks and open space), arranges lots around central features, and incorporates curvilinear streets into the development layout; and (5) enter into a Development Agreement with the City setting forth the obligations and vesting that flow between the City and the Developer relating to the proposed development on land covered by the Bonus Density entitlement.

6.7.1 Fund or Construct Community Improvement.

The developer may contribute the value toward community amenities by constructing the amenity or providing an element toward the completion of an amenity, by dedicating land or water rights to the City for such amenities at fair market value or by contributing a fee of two thousand (\$2,000) per acre of Buildable Land by paying a fee in lieu of dedicating or constructing, or by a combination of these methods. This fee is due at recordation of the plat with which it is associated. Amenities in Tier I include Regional Parks and Public Buildings. The City will determine the Tier I amenities that will be created with the developer contribution based on the priority of the community's needs and the suitability of each development to accommodate such an amenity. All Tier I amenities shall be

constructed in a location that will serve the residents of the proposed development.

6.7.1.1 Regional Park Description and Purpose.

Completed Regional parks are improved tracts of land that are thirty (30) to fifty (50) acres in size. The purpose of Regional Parks is to provide recreational benefits sufficient to meet the needs of twenty thousand five hundred (20,500) residents or five thousand (5,000) dwelling units. Regional Parks are intended to provide adequate facilities for organized sports and recreational activities as outlined in the City's Capital Facilities and Parks Plans. Regional Parks are to be centrally located with good automobile and pedestrian access.

6.7.1.2 Improvements. Regional Parks shall comply with the adopted standards of the Park and Recreational Plan. Regional Parks will include at a minimum the following: land, water rights, baseball and/or softball diamonds, soccer/football fields, concession areas, restroom facilities, parking areas, pedestrian walkways and trails, lighting, landscaping with irrigation systems, turf, trees, shrubs, and landscaping.

6.7.1.3 Public Buildings Description and Purpose. Public Buildings include all improvements associated with the construction of the following types of buildings: fire stations, public works buildings, libraries, city administration offices, amphitheaters, stadiums, and community/recreation centers. These buildings will improve the level of services to residents in and around the development project. Providing a completed, builder constructed amenity to the City requires that the amenity be completed in compliance with all published and approved standards and schedules for the type of improvement or construction and in accordance with a completion schedule as set forth in the Development Agreement.

6.7.1.4 Completion. A completion schedule for amenities to be improved

by the developer, or for transfers of land, or any other timing of contributions toward community amenities shall be defined in each Development Agreement

6.7.2 Open Space. The developer shall configure four (4) percent of the project's Buildable Land to be dedicated as Improved Open Space. The Planning Commission may recommend and the City Council may approve that Open Space requirements are satisfied by the developer paying a fee in lieu. The City Engineer will recommend the fee for the City Council to approve. Parks and trails must be improved as required by the standards set forth Title 2, Chapter 7.

6.7.3 Landscaped Entryways and Monument Signage. Entryways to projects and subdivisions shall be landscaped and shall include a monument entry sign as part of the Tier I required improvements. The purpose of these improvements is to create a unique identity for subdivisions through signage or a notable landmark, to help people find subdivisions, and to create a gateway into the subdivision or project. Landscaped entryways shall not be counted towards the Improved Open Space Requirement.

6.7.3.1 Improvements. A landscaped entryway with a monument sign shall be located at each entry to the development or subdivision. There shall be a prominent monument at the principal entry to the development that may consist of a water feature, sculpture, or monument sign that bears the name of the project. Entryway landscaping shall be designed and stamped by a licensed landscape architect. The approved plan shall have an irrigation system adequate to support the plantings selected, which may include drought tolerant plants and native rock. The Landscape Architect shall select a variety of species that have color, blossoms, and foliage throughout the seasons. The ongoing maintenance of the landscaped entryway shall be by a Homeowners Association organized and authorized to conduct such maintenance.

6.7.3.2 Completion. The construction of the landscaped entryway and monument shall be completed before the first Certificate of Occupancy is issued in the subdivision. The landscape entryway and monument shall be bonded for with the subdivision improvements.

6.7.3.3 Supporting Materials. Landscaped entryway and monument plans (including elevations).

6.7.3.4 Evaluation. Monument signage shall not be governed by the sign ordinance but shall be approved by the City Council upon receiving a recommendation from the Planning Commission prior to the development agreement being executed.

6.7.4 Valuation of Land Involved in Tier I Transactions. In the event the City and Developer agree that value toward community amenities will be contributed in the form of a land dedication to the City, the value of the land for purposes of Bonus Density entitlements is the appraised value at the time of Bonus Density vesting. In the event of a land sale to the City for a Community Amenity the City will pay that appraised amount at vesting for the desired acreage. In the event of a dedication of land to the City, the Developer will receive credit towards the per acre contribution up to that appraised amount. The City and the Developer may agree to satisfy all or part of the Tier I contribution of value with dedication of land. Land offered to the City by developers for the purposes of this section may be located outside the land proposed for development, but community amenities constructed on the land must serve the development in which bonus density is vested. For example, a developer might purchase land for a fire station not within the proposed development benefiting from the bonus density entitlement but the fire station would have to be within a service area that would service the vested land.

6.8 Tier II Residential Bonus Density Entitlements (Optional).

Developers who have participated in the Tier I Bonus Density entitlement, and thereby achieved an overall density of 1.6 units per

acre, may participate in Tier II to earn additional density entitlements. Tier II consists of development improvements that are designed to offer an upgraded residential product to City residents. Developers may choose from one or more of these options to increase the overall density of the proposed subdivision or Master Plan. Tier II density requires eight (8) percent of the project's Buildable Land to be dedicated to the City as Improved Open Space. The Planning Commission may recommend and the City Council may approve that Open Space requirements are satisfied by the developer paying a fee in lieu. The City Engineer will recommend the fee for the City Council to approve. Parks and trails shall be improved as required by the standards set forth Title 2, Chapter 7.

6.8.1 Architectural & Landscape Design Guidelines, Covenants Conditions and Restrictions, and Design Review Committee. Development Density Areas participating in the professionally prepared architectural design guidelines option shall be eligible for a Bonus Density of an additional 0.5 dwelling units per acre.

6.8.1.1 Description and Purpose.

Professionally prepared Architectural & Landscape Design Guidelines shall identify elements of design, construction, layout or premium features that enhance the residential experience. Professionally Prepared Design Guidelines are expected to establish a coherent design concept and standards to be consistently applied throughout a project. The Developer shall record Covenants Conditions and Restrictions (CC&Rs) reciting the Architectural & Landscape Design Guidelines and requiring compliance with the guidelines by future property owners. The CC&Rs shall also establish a private regulatory board such as an Architectural Review Committee that reviews and approves site plans, building plans, landscaping plans, and subdivision plans prior to approval by the City. The private regulatory board shall be responsible for compliance with their architectural and landscape design guidelines.

6.8.1.2 Requirements and Standards. A licensed architect and landscape architect shall prepare and stamp the architectural & landscape design guidelines. Architectural & landscape design guidelines shall establish a design concept and specific elements that are explicit and binding upon the project. The text of the guidelines shall have regulatory language such as "shall" for requirements. The design guidelines shall have diagrams and typical standards that illustrate the design theme. Bonus Density Entitlements are subject to review and recommendation by the Planning Commission and final approval by the City Council. Each body may negotiate changes in architectural & landscape guidelines with the developer before granting this bonus density entitlement.

6.8.1.3 Completion. Professionally Prepared Design Guidelines shall be prepared and approved prior to Bonus Density Entitlement vesting in a Master Development Plan Agreement or a Preliminary Plat Approval.

6.8.1.4 Supporting Materials. Professionally Prepared Design Guidelines (prepared by a licensed architect and landscape architect) and a template of the covenants, conditions, and restrictions to be recorded with future subdivisions shall be submitted with the bonus density application.

6.8.1.5 Evaluation. Professionally Prepared Design Guidelines shall be approved by the City Council upon receiving a recommendation from the Planning Commission prior to the Development Agreement being executed. Upon review and approval, these guidelines shall be made an exhibit to the Development Agreement granting a bonus density entitlement. The Bonus Density offered for Architectural & Landscape Design Guidelines, Covenants Conditions and Restrictions, and Design Review Committee is set to require an additional cost of roughly forty thousand to sixty thousand (\$40,000-60,000) dollars.

6.8.2 Street Trees, Enlarged Park Strips, Fencing, and Street Signposts. Development Density Areas participating in the Street Trees, Enlarged Park Strips, Fencing, and Street Signposts option shall be eligible for an additional 0.7 dwelling units per acre Bonus Density Entitlement.

6.8.2.1 Description and Purpose.

Developers may participate in Eagle Mountain City's effort to plant trees in residential areas. A significant component of this effort is the planting of street trees in park strips along road rights of way (ROW). The purposes of street trees are to mitigate winds, create shade, and improve the streetscapes of neighborhoods. Participation in this Bonus Density entitlement requires the developer to install enlarged park strips along roads that require curb and gutter and are within the Development Density Area covered by the Bonus Density Entitlement. Any fees associated with this option shall be made when fifty (50) percent of building permits in the development project or phase have been issued. Decorative open space fencing and street signposts may be installed throughout a development. The purpose of such fencing is to create a consistent design concept throughout the development. The decorative fencing is intended to create an improved streetscape and to create a visual and limited physical barrier directs ingress and egress from parks trails, open space and other community features to safe entry and exit points. Signposts are to be constructed with upgraded materials (not typical metal posts), and are intended to create an improved streetscape.

6.8.2.2 Improvements. In all Development Density Areas participating in the street tree bonus density entitlement, the park strip width shall be increased from the City's standard of four (4) feet to a minimum width of six (6) feet along all rights of way that require curb, gutter and sidewalk. This is required to accommodate trees' roots at maturity and thereby protect curb, gutter,

sidewalk and road from root damage. The developer shall also install a sleeve large enough to accommodate one (1), one (1) inch irrigation pipe under the sidewalk in front of each residential lot at a location that will allow for irrigation pipe to be easily run from the water meter into the park strip. The location of the sleeve shall be indicated by mark in the concrete on each side of the sidewalk. The sidewalk, curb, and gutter will be under warranty with the subdivision improvements.

Decorative fencing shall include, but not be limited to, materials such as cedar (or other durable or treated wood), vinyl, and masonry, and should be of consistent type and color throughout the development or subdivision. The surrounding uses and building materials may indicate, in part, the type of fencing materials. Decorative fencing (not privacy fencing) shall be installed around all dedicated and non-dedicated open spaces, Unbuildable Lands, and parks, with periodic breaks in the fence to allow convenient and safe public access to these spaces. Decorative fencing shall be of such design as to not interfere with the view into or out of the open space it serves. Maintenance of decorative fencing shall be the responsibility of the Homeowners' Association organized and empowered for such a purpose. Street signposts shall be constructed from upgraded materials (not metal posts).

6.8.2.3 Completion. Enlarged park strips shall be constructed with the subdivision improvements. The City will determine the species of trees suited for planting and the appropriate location for planting of trees. The City will arrange for purchase and planting of the trees (and for the installation of irrigation when necessary). The City, at its discretion, shall install trees. Park strip tree planting may be done at the time a lot is landscaped or at any time when adequate irrigation is assured and when seasonal considerations permit. There is no guarantee or suggestion that any

particular lot will or will not have a street tree or trees.

Street signs and decorative fencing shall be installed with the subdivision improvements, unless such fencing would interfere with completion of other construction in which case decorative fencing shall be installed at the earliest time it would not so interfere.

6.8.2.4 Supporting Materials.

Developers participating in this Bonus Density Entitlement opportunity will show the required widened park strips on all plat submissions, for Planning Commission review and recommendation and for City Council approval, and shall thereby be made part of the Development Agreement.

Fencing and street post typical drawings prepared and stamped by the appropriate professionals, along with an improvement estimate shall be submitted with the bonus density application.

A template of the Covenants, Conditions, and Restrictions to be recorded on the property shall also be submitted. The CC&Rs shall provide for a Homeowners' Association that can perform entryway maintenance, shall specify decorative fencing types and shall set forth a schedule for installation of street signposts.

6.8.2.5 Evaluation. Street Trees, Enlarged Park Strips, Decorative Fencing and upgraded Street Signposts shall be approved by the City Council upon receiving a recommendation from the Planning Commission prior to the development agreement being executed. Developers shall pay a fee to cover the purchase and planting of the trees in the amount of six hundred (\$600) per residential unit contained within the Development Density Area covered by this Bonus Density option. Upon review and approval these guidelines shall be made an exhibit to the Development Agreement documents granting Bonus Density entitlements.

6.8.3 Masonry Materials. Use of masonry material on building exteriors

shall make a project eligible for an additional one (1.0) unit per acre Bonus Density Entitlement increase.

6.8.3.1 Description and Purpose.

Masonry materials include rock, stucco, and brick, and are intended to add an upgraded architectural feature to buildings within the project.

6.8.3.2 Improvements. To qualify for masonry materials bonus density, seventy-five (75) percent of the exterior materials for residential structures shall be masonry materials, including accessory buildings such as garages. For the purposes of this section masonry materials are rock, stucco, and brick.

6.8.3.3 Completion. The use of masonry materials shall occur with the construction of each phase of the development.

6.8.3.4 Submittal. This requirement shall be defined in the project's Development Agreement and CC&Rs.

6.8.3.5 Evaluation. The Planning Commission and City Council shall review and approve the masonry materials during the Preliminary Plat review process.

6.8.4 Residential Lot Landscaping.

Development Density Areas participating in the Residential Lot Landscaping option shall be eligible for up to an additional 1.5 dwelling units per acre bonus density entitlement within the Area.

6.8.4.1 Description and Purpose.

Residential Lot Landscaping includes sod or successful hydro seed, irrigation, and planting of required trees on residential lots. The intent of Residential Lot Landscaping is to improve the streetscape and reduce storm water runoff and erosion onto adjacent properties or into the storm drainage system.

6.8.4.2 Improvements. Residential Full Lot Landscaping includes landscape improvements on the lot area (with priority being given to landscaping in the front yard first, then side yards, and then rear yards) that is not developed with a structure, driveway, and/or sidewalk. Front

and side yard landscaping vests the project with a Bonus Density Entitlement of 1.0 unit per acre. Read yard landscaping vests the project with an additional 0.5 unit per acre Bonus Density Entitlement. Specifically, these landscape improvements shall include, but are not limited to, sod (or successful hydro-seed), required trees, and irrigation systems. Xeriscaping shall not be allowed unless a licensed landscape architect designs the landscape plan to prevent harmful runoff and erosion. Xeriscaping shall in no case cover more than seventy-five (75) percent of landscaped area.

6.8.4.3 Completion. Lot Landscaping improvements shall be constructed prior to occupancy of each home within the subdivision. The builder shall post a four thousand (\$4,000) bond per unit for lot landscaping. In cases of inclement weather landscaping shall be completed no later than six (6) months after the issuance of a Certificate of Occupancy

6.8.4.4 Supporting Materials.

Typical landscaping plans shall be prepared and stamped by a landscape architect along with an improvement estimate shall be submitted. The final landscape plan shall be submitted with the building permit.

6.8.4.5 Evaluation. Typical landscaping plans shall be approved by the City Council upon receiving a recommendation from the Planning Commission, prior to the Development Agreement being executed.

6.8.5 Recreational Amenities.

Development Density Areas participating in the Recreational Amenities option are entitled to an additional 0.1-0.6 dwelling units per acre Bonus Density Entitlement within the Development Density Area, depending upon the amenity chosen.

6.8.5.1 Description and Purpose.

Recreational Amenities may include volleyball courts, tennis courts, baseball or softball backstops and fields, skate parks, pavilions or other recreational amenities, and restroom facilities at the location of such

amenities in public parks, dedicated open spaces or on Unbuildable Lands. The purpose of these amenities is to improve the residential experience by providing accessible recreational facilities, thereby increasing recreational opportunities for residents, and to enhance the value of homes within the Development Density Area covered by this Bonus Density Entitlement.

6.8.5.2 Improvements. Developer installed recreational amenities may include basketball courts, volleyball courts, tennis courts, baseball or softball backstops and fields, skate parks, pavilions, fitness trails, etc along with supporting restroom facilities or other necessary service facilities above and beyond those amenities otherwise required for improved parks and trails. Recreational Amenities may be constructed in improved or landscaped areas such as along trail ways, open spaces, or neighborhood parks. Recreational amenities may also be placed on Unbuildable Lands. Amenities on Unbuildable Lands shall include adequate pedestrian access. All Recreational Amenities shall include facilities to fully utilize the amenity (including restrooms and drinking fountains) and shall be designed to minimize overall maintenance and operation costs. The developer may dedicate Unbuildable Lands containing amenities to the City or may retain ownership. If a developer desires to dedicate Unbuildable Land containing developer-installed recreational amenities to the City, the City will accept the land but the developer will receive credit towards this bonus density entitlement only for the value of the improvements that make up the amenity, not the value of the Unbuildable Land dedicated to the City.

6.8.5.3 Completion. Recreational Amenities construction shall commence upon fifty (50) percent of the building permits being issued in the project or the phase containing the Amenity and shall be completed upon

seventy-five (75) percent of building permits being issued for the project or phase. Notwithstanding this schedule the City may require the improvements to be constructed at an earlier time based on the size of the development if specified in the Development Agreement.

6.8.5.4 Supporting Materials. The site plan and elevations as applicable of the improvements shall be prepared by the appropriate licensed professional along with an improvement estimate which shall also be submitted with the bonus density application. Large construction plans prepared by the appropriate licensed professional shall be prepared prior to the construction of these improvements.

6.8.5.5 Evaluation. Recreational Amenities shall be approved by the City Council upon receiving a recommendation from the Planning Commission, prior to the Development Agreement being executed. Upon review and approval, the Site Plan and improvement estimates shall be made an exhibit to the Development Agreement granting bonus density. Recreational Amenities are estimated to constitute an additional ten thousand to one hundred thousand (\$10,000-100,000) dollars.

6.9 Tier III Residential Bonus Density Entitlements (Required).

A development is designated Tier III Residential when the project density is between 5.2 and 12.2 dwelling units per acre. Participants in Tier III Residential Bonus Density Entitlements shall receive an additional seven (7) units per acre. All Tier III Residential developments are required to provide the Tier III Clubhouse. Tier III Residential developments of more than one hundred fifty (150) per pod shall include a swimming pool in addition to the Clubhouse facility. The maximum number of units in a single Tier III development is two hundred fifty (250).

6.9.1 Clubhouse.

6.9.1.1 Description and Purpose. A clubhouse that is centrally located in

the development is intended to provide a recreational and social amenity to residents. No clubhouse shall serve more than two hundred fifty (250) residential units. Multi-Family developments may therefore require multiple clubhouses.

6.9.1.2 Improvements. A clubhouse shall be constructed at a minimum of twelve hundred (1,200) square feet in size. The clubhouse shall include food serving facilities, large gathering areas suited to community meetings and events and restroom facilities. The clubhouse shall be constructed from upgraded materials as compared to those typically used for residential structures in the development. The clubhouse shall be adjacent to the pool. To fulfill the required Tier III amenity assessment, developers may include and install in the clubhouse any amenities they determine will be of greatest use to the residents and will add greatest value to their development. These amenities may include exercise equipment, facilities to accommodate the arts, multi media equipment, upgraded food preparation or service facilities, outdoor facilities including sport courts and tot lots adjacent to the clubhouse.

6.9.1.3 Completion. The construction of the clubhouse shall commence no later than upon the sale of ten (10) percent of number of units at project buildout. The clubhouse shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

6.9.1.4 Submittal. Clubhouse elevations and a floor plan stamped by a licensed architect along with an improvement estimate shall be submitted.

6.9.1.5 Evaluation. The Planning Commission and City Council shall review and approve the clubhouse structure during the Site Plan review process. Tier III amenity improvements shall constitute no less than an additional one thousand (\$1,000) dollars per unit cost.

6.9.2 Swimming Pool.

6.9.2.1 Description and Purpose.

An in ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. No pool shall serve more than two hundred fifty (250) units; Multi-Family developments may therefore require multiple pools.

6.9.2.2 Improvements. An in ground swimming pool that is a minimum of one thousand (1,000) square feet in size, as well as other approved water recreation facilities. Depending upon the number of units in the project, the Planning Commission may recommend that the size requirement of the pool be adjusted so that it accommodates thirty five (35) percent of the residents in the pool at any given time. A non sight-obscuring fence shall surround the pool and other provisions contained in the Supplementary Land Use Regulations of Title 1. A concrete patio and patio furniture shall surround the swimming pool.

6.9.2.3 Completion. The construction of the pool shall commence no later than upon the sale of ten (10) percent of number of units at project buildout. The swimming pool shall be completed by the time fifty (50) percent of units in project or phase have been sold. The swimming pool shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

6.9.2.4 Submittal. The swimming pool facility plans stamped by the appropriate professionals along with an improvement estimate shall be submitted.

6.9.2.5 Evaluation. The Planning Commission and City Council shall review and approve the swimming pool facility during the Site Plan review process. Tier III amenity improvements shall constitute no less than an additional one thousand (\$1,000) dollars per unit cost.

6.10 Tier IV Residential Bonus Density Entitlements (Optional).

Tier IV Residential developments may choose to qualify for additional Bonus Density entitlements for the following improvements features and upgrades. Tier IV options (listed in table 6.4) are available only to developments that have fulfilled required Tier I, II and Tier III project amenity improvements for Bonus Density entitlement. Tier IV projects may be developed in pods of no more than two hundred fifty (250) units served by one clubhouse and buffered from other residential or commercial uses, including other multi-family pods, as required by this Title

6.10.1 Covered Parking. Covered parking shall be eligible for a 1.5 unit bonus density increase above the base density.

6.10.1.1 Description and Purpose.

An assigned covered parking stall per unit shall be located in close proximity to the dwelling. Covered parking stalls are meant to provide convenient off street parking stalls for the residents.

6.10.1.2 Improvements. One (1) covered parking stall shall be required for each unit. The parking structure shall completely cover the City's standard parking stall dimension of nine (9) feet by twenty (20) feet. The parking structure shall be constructed of colors that are of similar quality to the residential structures in the project.

6.10.1.3 Completion. The construction of covered parking for each unit shall occur with the construction of each phase of the development. The covered parking shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

6.10.1.4 Submittal. The covered parking stall structure, including elevations, improvement estimates, and construction plans stamped by a licensed engineer shall be submitted.

6.10.1.5 Evaluation. The Planning Commission and City Council shall review and approve covered parking

structures during the site plan review process.

6.10.2 Garages. Garages providing space for parking one (1) car per residential unit shall be eligible for an additional 3.5 units per acre bonus density entitlement increase.

6.10.2.1 Description and Purpose.

One (1) garaged parking space per unit shall be located in close proximity to the dwelling and is intended to provide convenient and secure off street parking for the residents.

6.10.2.3 Improvements. One (1) parking stall per unit shall be in an enclosed garage. A separate single garage may be constructed for each unit or a common enclosed garage to accommodate all units in a building may be constructed. The garage doors shall be automated. Other entrances shall be accessed by key. Enclosed garages may be either detached or attached to the residential structure. Garage doors on separate, single car garages serving one (1) unit shall have a minimum garage door opening width of ten (10) feet and seven (7) feet in height. The depth of single car garages shall be twenty (20) feet. Common enclosed garages provided to accommodate multiple units shall offer stalls that comply with other City wide parking standards.

6.10.2.4 Completion. The construction of garage parking for each unit shall occur with the construction of each phase of the development. The garage parking shall be bonded for with the subdivision improvements. Applicants shall submit a building permit application prior to constructing this improvement.

6.10.2.5 Submittal. The garage elevations, improvement estimates, and construction plans stamped by a licensed engineer shall be submitted.

6.10.2.6 Evaluation. The Planning Commission and City Council shall review and approve garage parking structures during the site plan review process.

6.10.3 Masonry Materials. Use of masonry material on building exteriors shall make a project eligible for an additional 3.5 units per acre bonus density entitlement increase.

6.10.3.1 Description and Purpose. Masonry materials include rock, stucco, and brick and are intended to add an upgraded architectural feature to buildings within the project.

6.10.3.2 Improvements. To qualify for masonry materials bonus density, seventy-five (75) percent of the exterior materials for Multi-Family structures shall be masonry materials including all accessory buildings such as garages and a clubhouse. For the purposes of this section masonry materials are rock, stucco, and brick.

6.10.3.3 Completion. The use of masonry materials shall occur with the construction of each phase of the development.

6.10.3.4 Submittal. All building elevations, showing the masonry materials and stamped by a licensed architect shall be submitted.

6.10.3.5 Evaluation. The Planning Commission and City Council shall review and approve the masonry materials and elevations during the site plan review process.

6.10.4 Storage Units. Provision of individual storage units for each residential unit in a Multi-Family development shall be eligible for an additional 3.5 units per acre bonus density entitlement increase.

6.10.4.1 Description and Purpose. Secured storage units are intended to provide residents with a space to secure personal items.

6.10.4.2 Improvements. A secured storage unit with no less than one hundred (100) square feet of contiguous floor area shall be provided for each unit. The storage units may be incorporated into garages or covered parking, provided that it meets the requirement of one hundred (100) square feet of contiguous floor area.

6.10.4.3 Completion. The construction of the storage space for

each unit shall occur with the construction of each phase of the development.

6.10.4.5 Submittal. Floor plans showing the storage areas, stamped by a licensed engineer, shall be submitted.

6.10.4.6 Evaluation. The Planning Commission and City Council shall review and approve the storage units during the site plan review process.

Table 6.1 Tier I Residential Bonus Density Entitlements (Required)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	Fund or Construct Community Improvements/Amenities	Required
	4% Improved Open Space as Parks and Trails	Required
	Entryways and Monuments	Required
	Professional Land Planning	Required
1.6	Total Density Granted Required To Do All Improvements Noted Above	

0.81 to 1.6 Dwelling Units Per Acre- Tier I

Table 6.2 Tier II Residential Bonus Density Entitlements (Optional)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements and 8% Improved Open Space</i>	<i>Required</i>
0.5	Architectural & Landscape Guidelines/CC&R's/ Design Review Committee	Optional
0.7	Street Trees, Enlarged Parkstrips, Fencing, & Street Signposts	Optional
1.0	Masonry Materials (seventy-five percent of the exterior)	Optional
Up to 1.5	Residential Lot Landscaping (1 front and sides, 0.5 rear)	Optional
0.1-0.6	Recreational Amenities	Optional
5.9	Total Available (Cannot Exceed 5.2 Dwelling Units Per Acre)	

1.61 to 5.2 Dwelling Units Per Acre- Tier II

Table 6.3 Tier III Residential Bonus Density Entitlements (Required)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
3.6	<i>Tier II Improvements</i>	<i>Required</i>
7.0	10% Improved Open Space as Parks and Trails	Required
	Clubhouse (all Multi-Family development)	Required
	Swimming Pool	Required
12.2	Total Density Granted Required To Do All Improvements Noted Above	

5.21 to 12.2 Dwelling Units Per Acre- Tier III

Table 6.4 Tier IV Residential Bonus Density Entitlements (Optional)

Bonus Density	Improvement	Required/Optional
0.8	<i>Base Density Improvements</i>	<i>Required</i>
0.8	<i>Tier I Improvements</i>	<i>Required</i>
3.6	<i>Tier II Improvements</i>	<i>Required</i>
7.0	<i>Tier III Improvements</i>	<i>Required</i>
1.5	Covered Parking	Optional
3.5	Garages	Optional
3.5	Masonry Materials (75 Percent)	Optional
3.5	Storage Units (100 Square Feet)	Optional
24.2	Total Available (Cannot Exceed 22.7 Dwelling Units Per Acre)	

12.21 to 22.7 Dwelling Units Per Acre- Tier IV

EXHIBIT 4

ROADWAY PLAN

TALON COVE ESTATES MASTER DEVELOPMENT PLAN

EXHIBIT 4 – ROADWAYS

The development has two proposed connecting roads to State Highway SR-73. The map shows the proposed roadways for the development as follows:

1. SR 73 – State Highway 73 is the primary roadway serving this site as well as the remainder of the City. The development is proposing two connecting roads at the intersection of Ranches Parkway and Mount Airey Dr. These intersections will need to be coordinated with UDOT as well as the city.
2. CONNECTOR ROADS – The development has four roadways that lead to a major roadway as shown on the map. One roadway leads to SR-73, while the other three go to Ranches Parkway. The additional connector roads help to disperse the average daily traffic loads and at build out allow for a better traffic pattern.
3. MOUNT AIREY DR CONNECTOR ROAD – The main road through the development goes past the Elementary School site. The traffic analysis shows this roadway to be on the verge of being a local collector in the vicinity of the school site. To accommodate this, the development has proposed to widen the road right-of-way to 60' from SR-73 to Ranches Parkway. Since the traffic at the school site is the main source of traffic concern, the lots along the school will either front a side street or access the road through an alley way.
4. NEIGHBORHOOD STREETS – All other streets in the development will be neighborhood streets with minimum 50 foot R/W. The neighborhood streets will be constructed to comply with the city standards.
5. TRAFFIC ANALYSIS – This brief traffic analysis is to show, as per discussions with the city, the neighborhood street classification on all streets based on the average daily traffic flow. Based on a trip generation study provided by Horrocks Engineers, an estimated 3,590 trips a day are generated by the 382 units within the Talon Cove Development. The accompanying map shows the anticipated average daily traffic split. The school is, according to the study, going to add an additional 705 daily trips to the school road. This would give 1,795 development trips and 705 school trips contributing to the road in front of the school site. The total of 2,500 is less than the typical 3,000 trips a day generally required for a local collector. The development has agreed to construct this roadway as defined above in item number 3.

AVERAGE DAILY TRAFFIC SPLIT

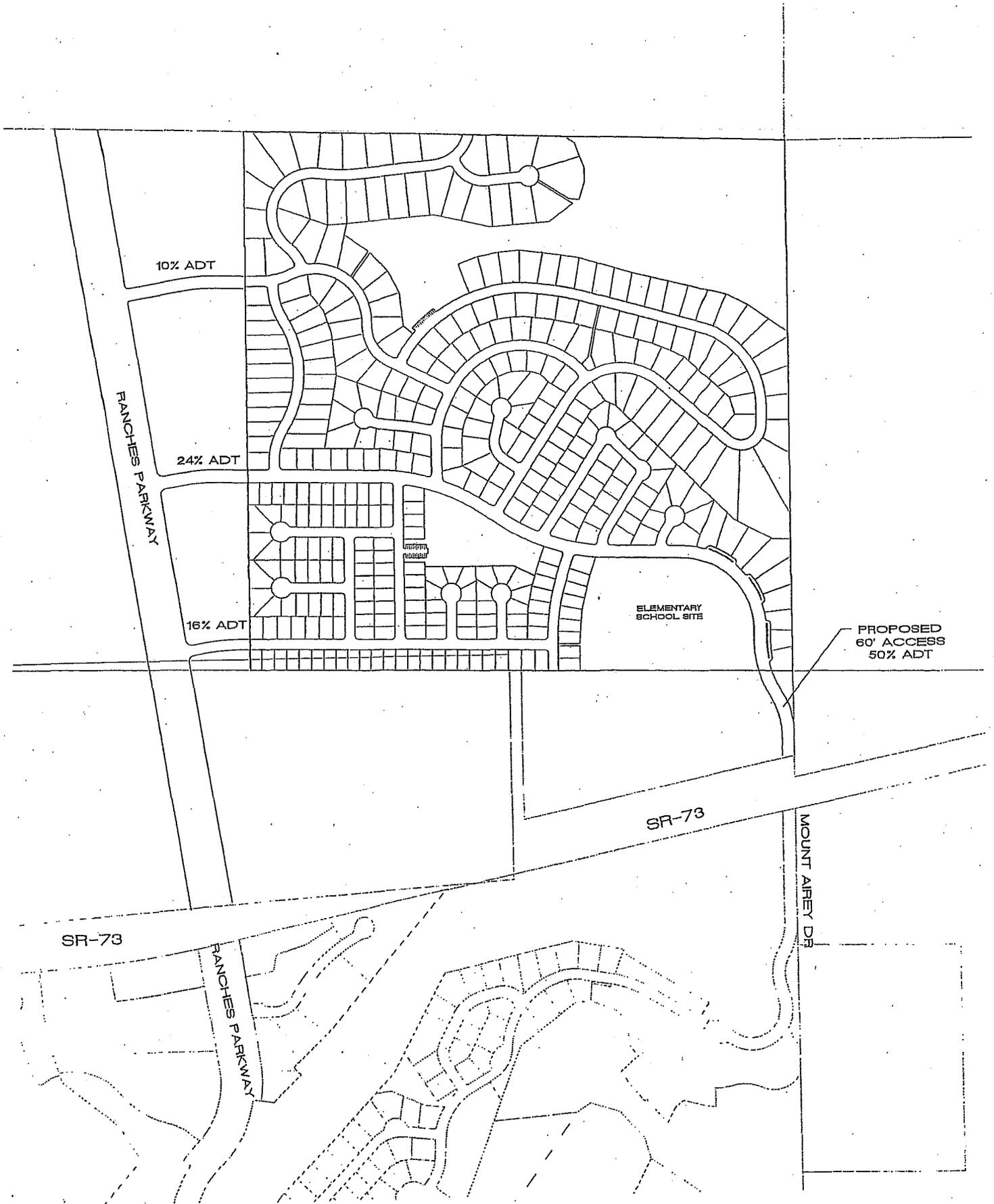


EXHIBIT 5

INFRASTRUCTURE PLAN



Epic Engineering, P.C.

Civil Municipal Project Management Water Resources

50 East 100 South
Haber City, Utah 84032

TALON COVE CAPITAL FACILITIES PLAN AND ANNEXATION

EAGLE MOUNTAIN CITY

January, 2005

Prepared by
Epic Engineering, P.C.



Epic Engineering, P.C.
Civil Municipal Project Management Water Resources

80 East 100 South
Heber City, Utah 84032

EAGLE MOUNTAIN CITY

TALON COVE DEVELOPMENT AND ANNEXATION

This report considers the annexation of the Talon Cove development. This report delineates a capital facilities plan to provide necessary offsite utilities to the development. Also included is a cost analysis of the required utilities.

Talon Cove is located north of the SR-73 and Ranches Parkway intersection. The proposed development includes 158.85 Acres with a total build-out of 382 units.

In preparing the capital facilities plan, consideration of surrounding development demands was made. Consideration of future development was also made.

EAGLE MOUNTAIN CITY
General Description of Report
TALON COVE ANNEXATION

TALON COVE ANNEXATION - JANUARY 2006 UPDATE

OFFSITE ROADWAY AND UTILITIES COST ESTIMATE

Present Value Project Cost Estimate

Item			
	Ranches Parkway Extension and Mt		
1	Airey Extension	\$	967,267.19
2	Culinary Water	\$	3,572,091.90
3	Wastewater	\$	296,156.25
4	Storm Drain	\$	396,440.33
5	Power	\$	511,054.52
6	Natural Gas	\$	101,831.18
7	Telecommunications	\$	232,277.87
	Total Estimated Cost:	\$	6,077,119.23

2 Year Future Value Cost Estimate (@ 4% Escalated)

Item			
	Ranches Parkway Extension and Mt		
1	Airey Extension	\$	1,046,196.20
2	Culinary Water	\$	3,863,574.60
3	Wastewater	\$	320,322.60
4	Storm Drain	\$	428,789.86
5	Power	\$	552,756.56
6	Natural Gas	\$	110,140.60
7	Telecommunications	\$	251,231.74
	Total Estimated Cost:	\$	6,573,012.16

TALON COVE ANNEXATION - JANUARY 2006 UPDATE

OFFSITE ROADWAY AND UTILITIES COST ESTIMATE

Item

Ranches Parkway Extension to second Talon Cove					
Item	Description	Quantity	Unit	Unit Price	Total Price
1	Entrance and SR-73 accel/decel lanes				
a	Roadway Excavation Cut and Fill	3,911	CY	\$ 4.00	\$ 15,644.44
b	5 inch Asphalt	105,600	SF	\$ 1.50	\$ 158,400.00
c	8 inch Road Base	118,800	SF	\$ 0.75	\$ 89,100.00
d	10 inch Granular Subbase (135 lb/cf)	6,683	Ton	\$ 6.00	\$ 40,098.00
e	High Back Curb and Gutter	4,400	LF	\$ 12.00	\$ 52,800.00
f	Median Curb	4,400	LF	\$ 12.00	\$ 52,800.00
g	Street and Traffic Signs	4	EA	\$ 450.00	\$ 1,800.00
h	Entrance Monument	1	LS	\$ 150,000.00	\$ 150,000.00
i	SR-73 Accel / Decel Lanes	1	LS	\$ 53,034.00	\$ 53,034.00
	Ranches PWY Extension Subtotal				\$ 613,676.44
<i>Mt Airey Extension from SR-73 to Talon Cove</i>					
j	Roadway Excavation Cut and Fill	1,154	CY	\$ 4.00	\$ 4,614.81
k	3 inch Asphalt	12,015	SF	\$ 1.00	\$ 12,015.00
l	6 inch Road Base	15,575	SF	\$ 0.60	\$ 9,345.00
m	9 inch Scarify and Recompact	433	CY	\$ 1.50	\$ 648.96
n	High Back Curb and Gutter	1,780	LF	\$ 12.00	\$ 21,360.00
o	Street and Traffic Signs	4	EA	\$ 450.00	\$ 1,800.00
p	SR-73 Accel / Decel Lanes	1	LS	\$ 53,034.00	\$ 53,034.00
	Mt Airey Extension Subtotal				\$ 102,817.77
	Roadway Construction Subtotal				\$ 716,494.22
	Contingency (20%)				\$ 143,298.84
	Engineering (15%)				\$ 107,474.13
					Total Roadway: \$ 967,267.19
					Total Roadway @ 2yr Future Cost (4%): \$ 1,046,196.20
2 Culinary Water					
Item	Description	Quantity	Unit	Unit Price	Total Price
a	18 inch C900	3,670	LF	\$ 44.00	\$ 161,480.00
b	16 inch C900	9,720	LF	\$ 38.00	\$ 369,360.00
c	12 inch C900	5,544	LF	\$ 34.00	\$ 188,496.00
d	8 inch C900	2,402	LF	\$ 29.00	\$ 69,658.00
e	18 inch Valves	5	EA	\$ 2,400.00	\$ 12,000.00
f	16 inch Valves	4	EA	\$ 2,200.00	\$ 8,800.00
g	12 inch Valves	6	EA	\$ 1,600.00	\$ 9,600.00
h	8 inch Valves	8	EA	\$ 1,200.00	\$ 9,600.00
i	PRV's	4	EA	\$ 28,000.00	\$ 112,000.00
j	SR-73 Crossings	2	EA	\$ 40,000.00	\$ 80,000.00
k	Booster Pump Station	1	EA	\$ 225,000.00	\$ 225,000.00
l	2MG Concrete Reservoir	1	EA	\$ 1,400,000.00	\$ 1,400,000.00
	Subtotal				\$ 2,645,994.00
	Contingency (20%)				\$ 529,198.80
	Engineering (15%)				\$ 396,899.10
					Total Culinary Water: \$ 3,572,091.90
					Total Culinary Water @ 2yr Future Cost (4%): \$ 3,863,574.60

3	Wastewater	Quantity	Unit	Unit Price	Total Price	
a	8 inch	3,525	LF	\$ 27.00	\$ 95,175.00	
b	48 inch SSMH	8	EA	\$ 3,200.00	\$ 25,600.00	
c	60 inch SSMH	2	EA	\$ 4,000.00	\$ 8,000.00	
d	Tie in to Existing SSMH	2	LS	\$ 1,800.00	\$ 3,600.00	
e	SR-73 Crossing	2	LS	\$ 40,000.00	\$ 80,000.00	
f	Landscape Reconstruction	1	LS	\$ 5,000.00	\$ 5,000.00	
g	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	
	Subtotal				\$ 219,375.00	
	Contingency (20%)				\$ 43,875.00	
	Engineering (15%)				\$ 32,906.25	
					Total Wastewater: \$	296,156.25
					Total Wastewater @ 2yr Future Cost (4%): \$	320,322.60

4	Storm Drain	Quantity	Unit	Unit Price	Total Price	
a	15 inch RCP	2,400	LF	\$ 28.00	\$ 67,200.00	
b	18 inch RCP	450	LF	\$ 32.00	\$ 14,400.00	
c	24 inch RCP	1,200	LF	\$ 38.00	\$ 45,600.00	
d	60 inch SDMH	11	EA	\$ 4,000.00	\$ 44,000.00	
e	Catch Basin/Inlet Box	7	EA	\$ 1,600.00	\$ 11,200.00	
f	Open Channel Improvements	3,300	LF	\$ 5.50	\$ 18,150.00	
g	Flared End Sections	10	EA	\$ 1,350.00	\$ 13,500.00	
h	Pond Construction	17,691	CY	\$ 4.50	\$ 79,609.50	
	Subtotal				\$ 293,659.50	
	Contingency (20%)				\$ 58,731.90	
	Engineering (15%)				\$ 44,048.93	
					Total Storm Drain: \$	396,440.33
					Total Storm Drain @ 2yr Future Cost (4%): \$	428,789.86

5	Power	Quantity	Unit	Unit Price	Total Price	
a	Power to Talon Cove Only	1	LS	\$ 226,298.40	\$ 169,723.80	
b	Power Extended from Talon Cove	1	LS	\$ 278,446.80	\$ 208,835.10	
	Subtotal				\$ 378,558.90	
	Contingency (20%)				\$ 75,711.78	
	Engineering (15%)				\$ 56,783.84	
					Total Power: \$	511,054.52
					Total Power @ 2yr Future Cost (4%): \$	552,756.56

6	Natural Gas	Quantity	Unit	Unit Price	Total Price	
a	4 inch Gas Line (Includes Fittings, warning tape, wire, wire splice kit, appurtenances)	6,775	LF	\$ 5.82	\$ 39,430.50	
b	Crossing	1	LS	\$ 36,000.00	\$ 36,000.00	
	Subtotal				\$ 75,430.50	
	Contingency (20%)				\$ 15,086.10	
	Engineering (15%)				\$ 11,314.58	
					Total Natural Gas: \$	101,831.18
					Total Natural Gas @ 2yr Future Cost (4%): \$	110,140.60

7	Telecommunications	Quantity	Unit	Unit Price	Total Price	
a	Offsite Telecommunication Service	1	LS	\$ 202,420.80	\$ 172,057.68	
	Subtotal				\$ 172,057.68	
	Contingency (20%)				\$ 34,411.54	
	Engineering (15%)				\$ 25,808.65	
					Total Telecommunications Cost: \$	232,277.87
					Total Telecommunications @ 2yr Future Cost (4%): \$	251,231.74

Talon Cove Total Estimated Cost: \$ 6,077,119.23
Talon Cove Total Estimated @ 2yr Future Cost (4%): \$ 6,573,012.16



SUMMARY OF COSTS

TALON COVE ANNEXATION

January, 2005

1 Ranches Parkway Extension to Talon Cove

Extend Ranches Parkway north to the second entrance of Talon Cove. A length of approximately 2,200 LF. The same typical cross-section was used in the estimate as the existing Ranches Parkway to the south. For Excavation, an average thickness of 2 ft was assumed throughout the length of the road. SR

2 Culinary Water

Install a 16 inch Pipe from the storage tank north of Meadow Ranch to Talon Cove. At Talon Cove, reduce to 12 inch Pipe through Talon Cove to the east and then south along Mt Airey Drive. Cross SR-73, tie into existing 8 inch line at Mt Airey. Loop an 8 inch line from the 16 inch line where it enters Talon Cove, south along the proposed Ranches Parkway. Cross SR-73, tie in to existing 12 inch line along Ranches Parkway.

3 Wastewater

Install an 8 inch Pipe from the southeast corner of Talon Cove, south to SR-73, cross SR-73, continue south and tie in to the Spring Valley Townhomes sewer system. Install an 8 inch line from the first entrance of Talon Cove, south to SR-73. Cross SR-73, tie in to existing 12 inch line. Install an 8 inch line from the line in the proposed Ranches Parkway at the first entrance to the west boundary of Talon Cove. Install manholes at a maximum distance of 400 ft.

4 Storm Drain

Install 15 inch RCP from the southeast corner of Talon Cove running southeast to the 36 inch culvert that crosses SR-73. Install flared end section and necessary rip rap. Install 15 inch RCP from the south central boundary of Talon Cove, south to the SR-73 ROW, then west 200 ft. Install flared end section, improve open channel along SR-73 to the Ranches Parkway extension. Install 15 inch RCP in the Ranches Parkway extension from the first entrance of Talon Cove, south to the SR-73 ROW. Install a 24 inch culvert across the Ranches Parkway extension at its intersection with SR-73. Install Catch Basins on the Ranches Parkway extension at the first entrance of Talon Cove and at the

SR-73 intersection, tie in to 18 inch culvert. Construct a minimum of 477,650 cft (17,691 cy) of detention ponds.

5 Power

The first estimate includes the cost to supply power just to Talon Cove. The second estimate includes the cost to expand the Talon Cove power to include power to future developments.

6 Natural Gas

Install a 4 inch gas line from the SR-73 crossing located southeast of Meadows Ranch to the east to the proposed Ranches Parkway extension. Run line north along this road to the second entrance of Talon Cove, then east and south along this road to the southeast property corner of Talon Cove, then south across SR-73 and tie in to existing gas line on Mt. Airey Drive.

7 Telecommunications

Estimate includes costs to supply Talon Cove along with future developments.

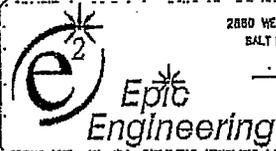
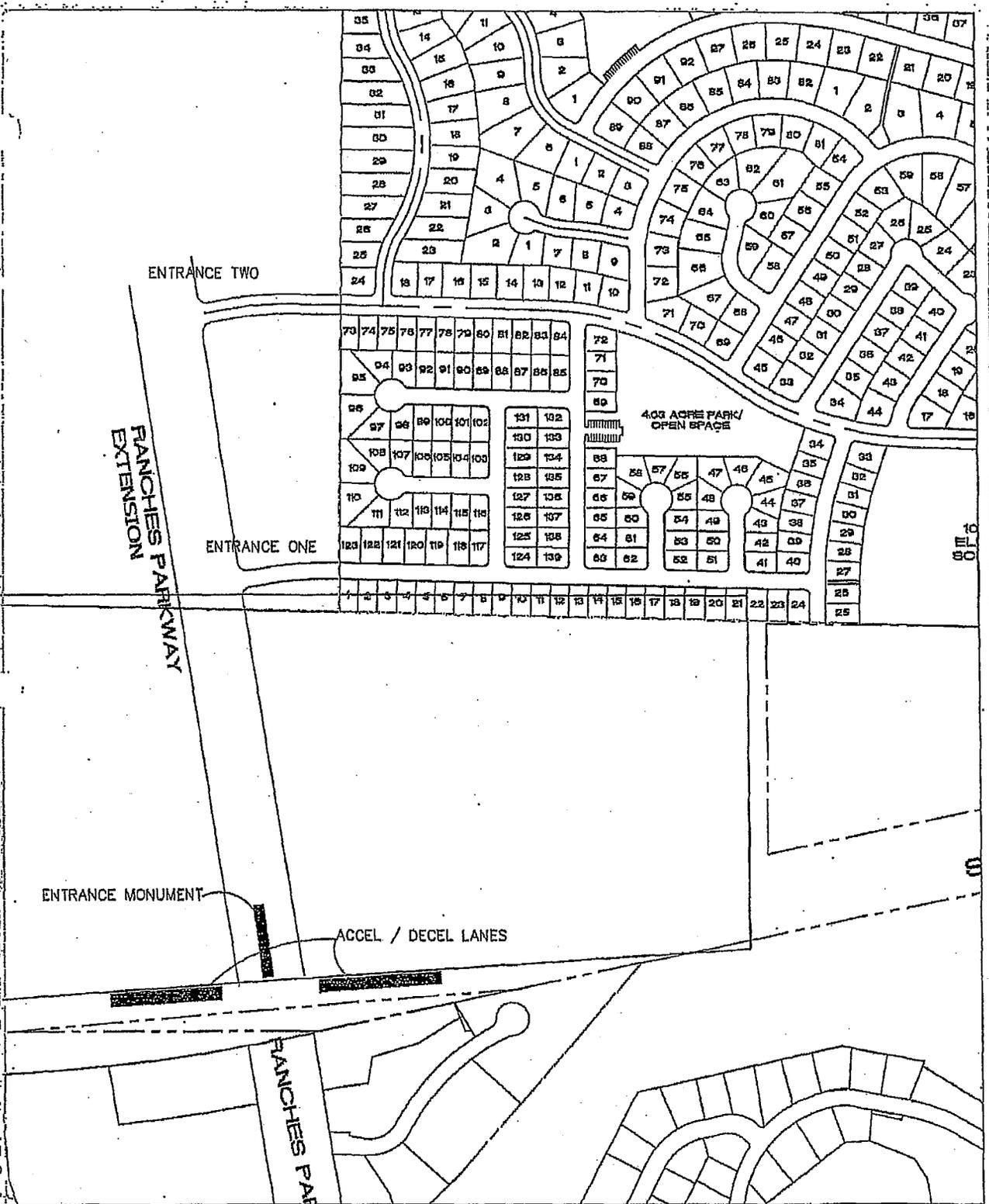
TALON COVE ANNEXATION
SUPPORTING MATERIALS - EAGLE MOUNTAIN CITY

RANCHES PARKWAY EXTENSION

Ranches Parkway will be extended to the north. It is assumed the same cross section will be used as the existing Ranches Parkway. The extension will continue north to the second entrance of Talon Cove. An entrance monument will be constructed. The state will likely require acceleration and deceleration lanes will need to be constructed on SR-73 for the Ranches Parkway extension.

7

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2880 WEST 4700 SOUTH, SUITE D
 SALT LAKE CITY, UTAH 84118
 (801) 953-5809

50 EAST 100 SOUTH
 HERRON CITY, UTAH 84032
 (435) 654-6600

EAGLE MOUNTAIN CITY
 TALON COVE ANNEXATION

ROADWAY IMPROVEMENTS

DESIGNER	CAD
JMB	JMB
REVIEWED	PROJECT NO
MDJ	-

TALON COVE ANNEXATION
SUPPORTING MATERIALS - EAGLE MOUNTAIN CITY

CULINARY WATER SYSTEM

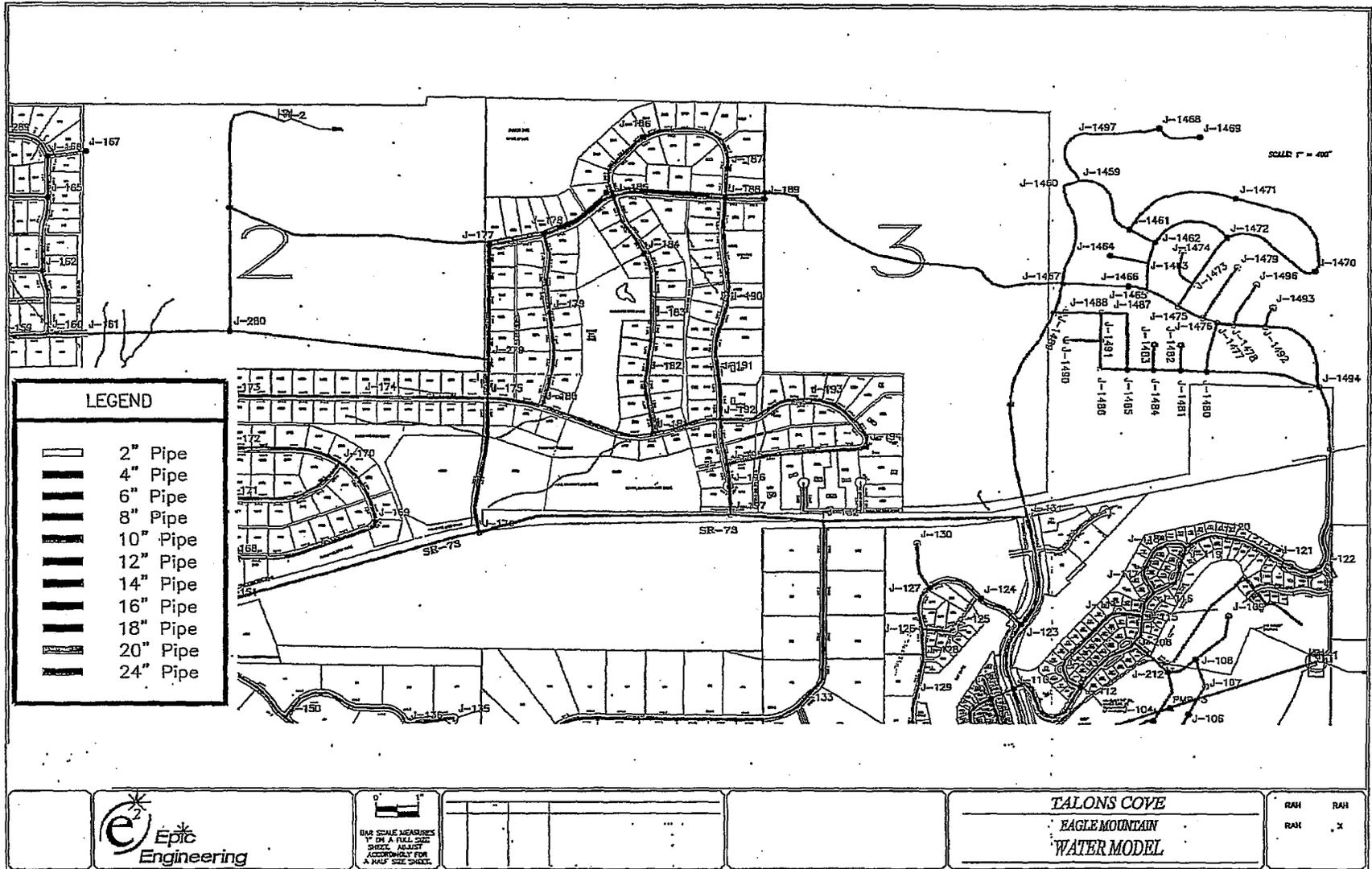
The accompanying map shows the storage tank, main water lines, and likely distribution lines.

WATER SUPPLY AND STORAGE - The system will connect to the existing water tank located northwest of Meadow Ranch. Average water demands during summer days are calculated as follows:

Culinary Supply = 382 Units x 400 gpd	= 152,800 gpd
Outdoor Irrigation = 382 Lots x 800 gpd	= 305,600 gpd
School = 1200 Students x 20 gpd	= 24,000 gpd
Park = 14.91 acres x 2.50 af/ac 325,829 gal/af/180 days	= 67,474 gpd
Fire Protection (2,000 gpm for 2 hours) =	= 240,000 gpd
Total	= 789,874 gpd

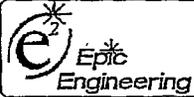
MAIN SUPPLY LINE FROM TANK - This line will be installed from the storage tank to the west Talon Cove boundary. The line will then reduce to a 12 inch line and continue east through the development and south along Mt Airey Drive where it will cross SR-73 and loop into the existing water system. Another 8 inch line will loop the 16 inch line to the existing water system at the SR-73 and Ranches Parkway intersection.

DISTRIBUTION LINES - Distribution lines will be 8 inch water lines with the exception of the north lots which are at higher elevations. In order to meet minimum flow requirements, it will be necessary to install a 12 inch line from where the 16 inch line enters Talon Cove to the north lots. With a 12 inch line, fire flow requirements will be met up to an elevation of 5,130 ft. The attached drawing shows the 5,130 ft contour in red at the north end of the development. The lots inside the contour line will not meet fire flow under the proposed design.



LEGEND

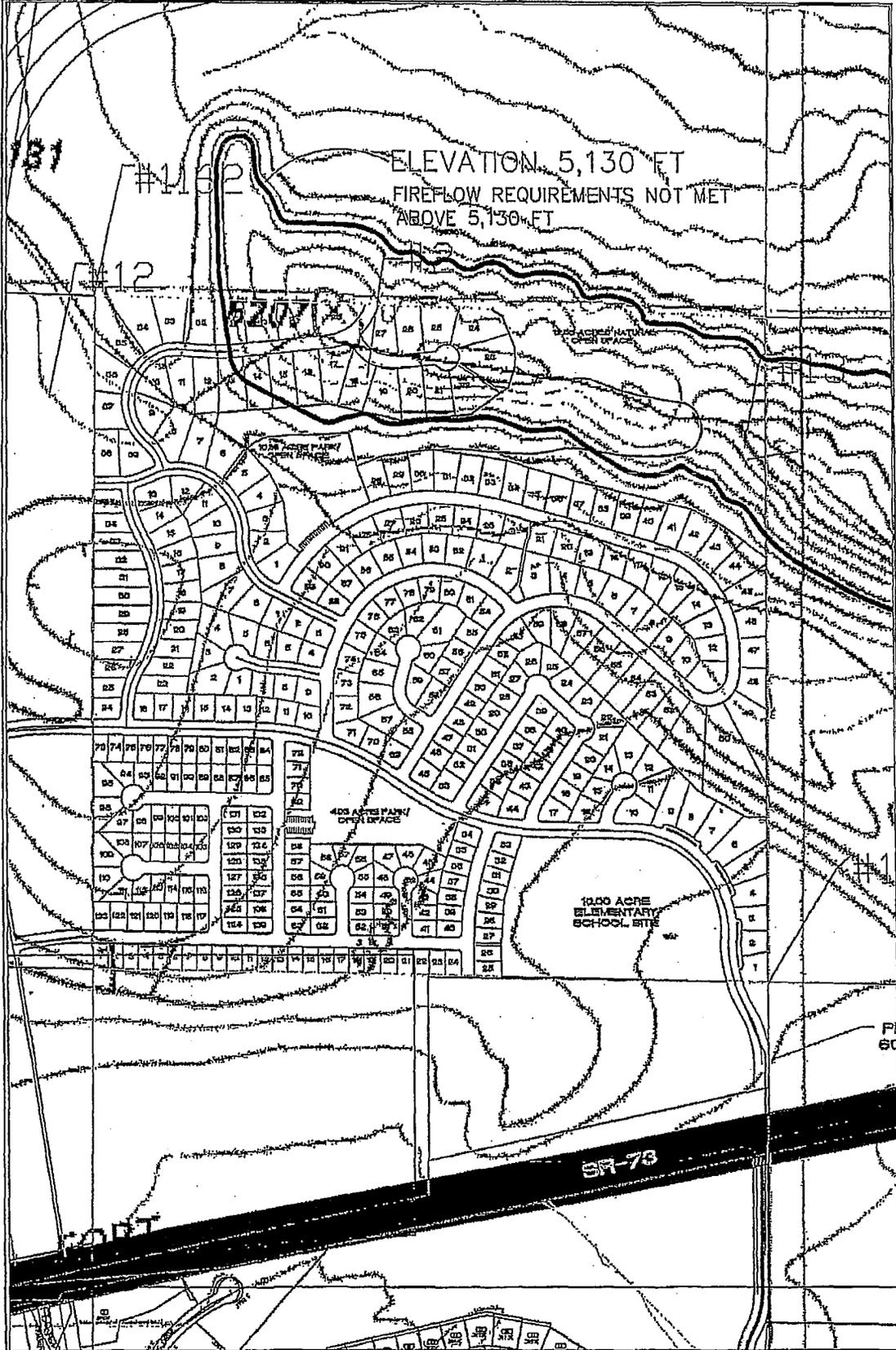
	2" Pipe
	4" Pipe
	6" Pipe
	8" Pipe
	10" Pipe
	12" Pipe
	14" Pipe
	16" Pipe
	18" Pipe
	20" Pipe
	24" Pipe



BAR SCALE MEASURES
IN IN. A FULL SIZE
SHOULD ADJUST
ACCORDINGLY FOR
A HALF SIZE SHEET.

**TALONS COVE
EAGLE MOUNTAIN
WATER MODEL**

RAH	RAH
RAH	X



ELEVATION 5,130 FT
 FIREFLOW REQUIREMENTS NOT MET
 ABOVE 5,130 FT

e² Epix Engineering
 54 DART MOUNTAIN ROAD
 SUITE 200, FARMINGTON, CT 06030
 (860) 676-1000

NO.	DATE	REV. BY	REVISION	ISSUE

**EAGLE MOUNTAIN CITY
 TALON COVE ANNEXATION
 LOTS W/O FIREFLOW**

DATE	BY	DATE	BY

TALON COVE ANNEXATION
SUPPORTING MATERIALS - EAGLE MOUNTAIN CITY

WASTEWATER SYSTEM

SYSTEM DEMAND - The anticipated wastewater demand for the Talon Cove development is 382 homes x 400 gpd = 152,800 gpd. The peak flow rate is expected to be 152,800 gpd x 3 PF / 1,440 min/day = 318 gpm = 0.71 cfs.

EXISTING 12 INCH MAIN - The existing 12 inch main line on Ranches Parkway has a capacity of 2.5 cfs. The peak flow demand of existing and proposed developments that use the 12 inch line is 1.257 cfs. Adding the Talon Cove demand equals 1.967 cfs. With the Talon Cove development, there will be 0.533 cfs of extra capacity in the 12 inch main line.

An 8 inch line will run south from the southeast corner of Talon cove, crossing SR-73, to the Spring Valley subdivision at which point it will tie in to the 8 inch line. The Spring Valley sewer line ties into the Business Campus 8 inch line which has a capacity of 0.82 cfs. With Talon Cove constructed, the 8 inch line through the Business Campus will carry the following peak demands:

Business Campus	= 0.052 cfs
Spring Valley	= 0.205 cfs
Mt. Airey	= 0.124 cfs
Talon Cove	= 0.710 cfs
Total Demand	= 0.681 cfs
Extra Capacity	= 0.820 cfs - 0.681 cfs = 0.140 cfs

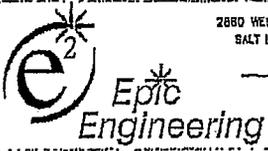
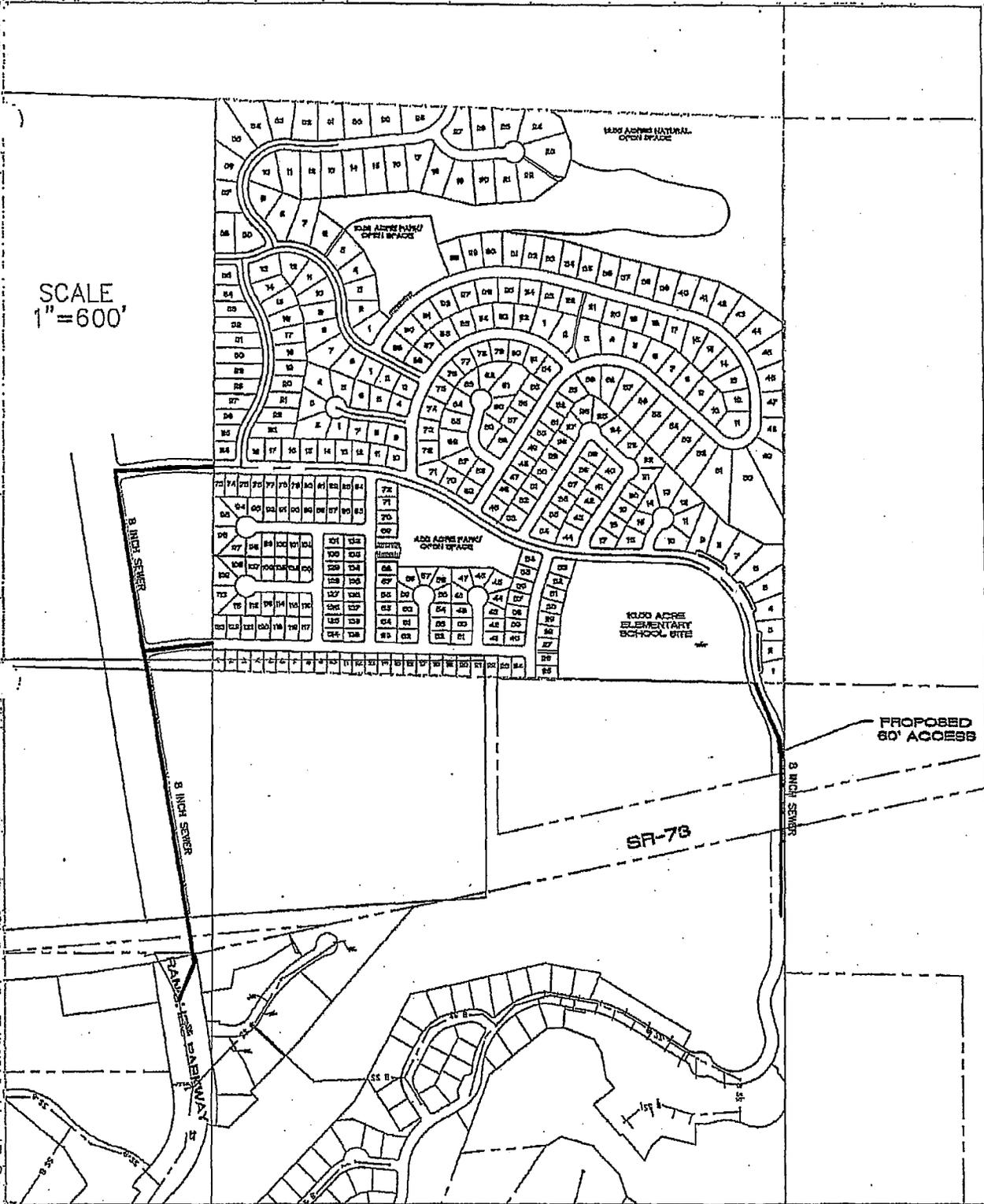
An extra capacity of 0.140 cfs equates to handling the peak flow of about 60 ERU's (contingent upon capacity of the 12 inch line being tied into).

Another 8 inch line with a capacity of 0.820 cfs will run south from the first entrance of the development to SR-73 where it will cross. The line will then tie in to the existing 12 inch main line along Ranches Parkway. This 8 inch line will carry 0.41 cfs from Talon Cove, leaving an extra capacity of around 0.41 cfs in the Ranches Parkway 8 inch line. This equates to handling the peak flow of about 220 ERU's (contingent upon capacity of the 12 inch line being tied into).

The 0.533 cfs extra capacity in the 12 inch line is a very conservative number, it assumes that all peak flows from each subdivision enter the 12 inch line at the same time. There are long travel times from each subdivision to the 12 inch line which will result in the staggering of the peak flows. When future developments are considered, a model should be created to determine the true capacity of the 12 inch main line.

SCALE
1" = 600'

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2880 WEST 4700 SOUTH, SUITE D
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50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
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EAGLE MOUNTAIN CITY
TALON COVE ANNEXATION

WASTEWATER DESIGN

DESIGNER	CAD
JMB	JMB
REVIEWED	PROJECT NO.
MDJ	-
DRAWING	
2	

TALON COVE ANNEXATION
SUPPORTING MATERIALS – EAGLE MOUNTAIN CITY

STORM DRAIN SYSTEM

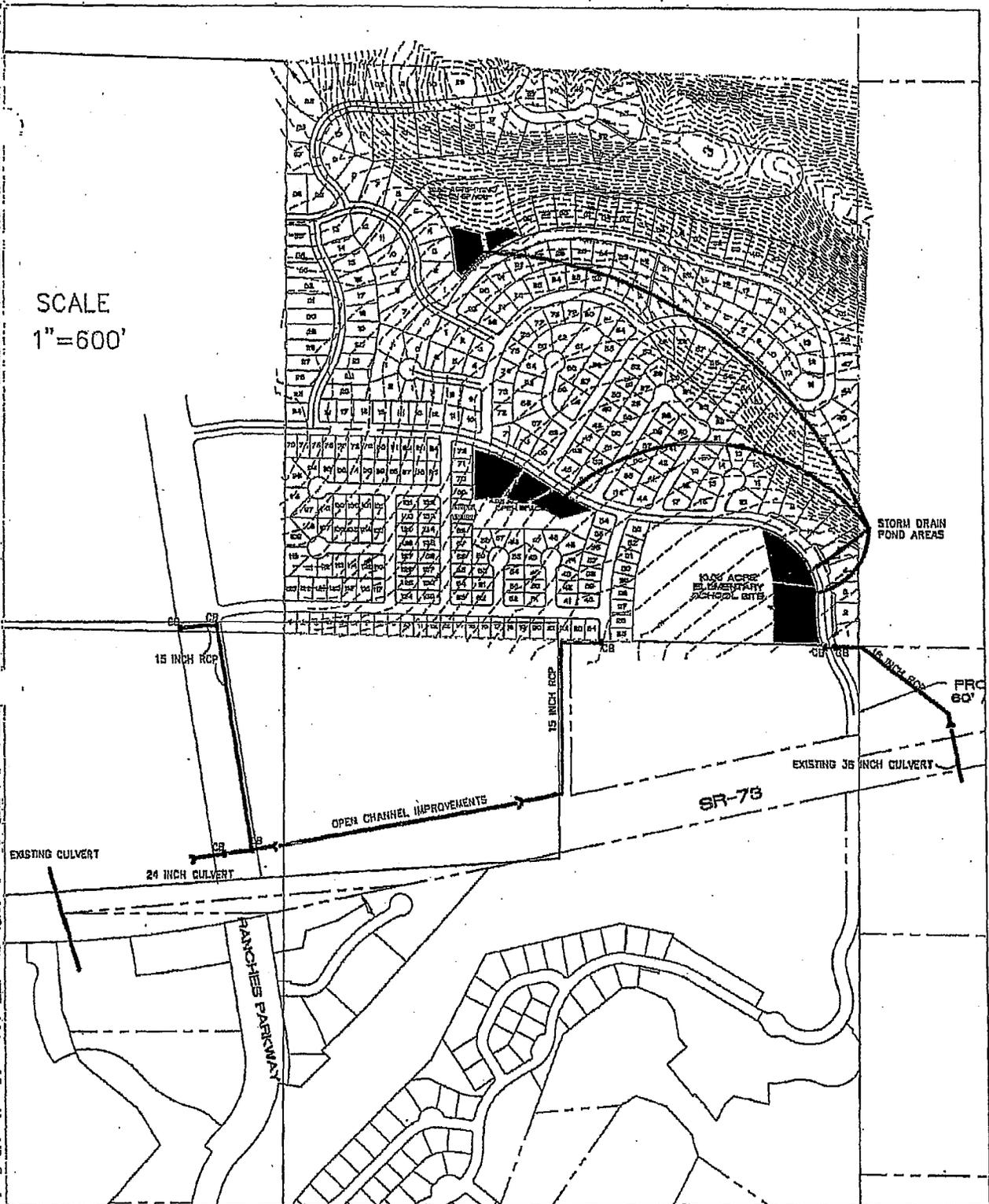
Eagle Mountain City standards require storage for a 100-year storm event and release of storm water at a rate no greater than the 10-year, 24 hour release.

STORM DRAIN DETENTION PONDS – It will be necessary to construct several ponds to retain the 100-year peak flow. The total volume of ponds on the development is estimated at approximately 477,650 cubic feet, or 17,691 cubic yards. The attached drawing shows possible locations of the ponds.

STORMWATER LINES – The 10-year, 24 hour release rate is calculated to be 16 cfs. Approximately half of this flow will be directed to the west into the natural channel. The other half will be directed to an existing 36 inch culvert located to the south east of the development. The attached drawing shows the proposed pipe layout. The existing culverts are sized for historical flows. Because the release from the development will not exceed the historical 10-year, 24 hour storm, existing culverts and channels should be sufficient to handle the development's runoff.

SCALE
1"=600'

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Epic Engineering

2800 WEST 4700 SOUTH, SUITE D
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(801) 955-8605

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 854-8600

**EAGLE MOUNTAIN CITY
TALON COVE ANNEXATION**

STORM DRAIN DESIGN

DESIGNER	CAD
JMB	JMB
REVIEWED	PROJECT NO
MDJ	-

TALON COVE ANNEXATION
SUPPORTING MATERIALS - EAGLE MOUNTAIN CITY

POWER

The attached letter from ICPE gives a general explanation of the power requirements for the development. The included estimate is broken down into two parts. The first estimate is to provide the development with the necessary power. The second estimate is for future development requirements.

NATURAL GAS

A 4 inch line will be used to loop the natural gas through the development. The 4 inch line will tie in to the existing line on the north side of SR-73 west of the Ranches Parkway extension. The line will then run north along Ranches Parkway extension to the second entrance of Talon Cove where it will enter the development and continue east and south. The 4 inch line will cross SR-73 and then tie in to the existing gas line on Mt Airey.

TELECOMMUNICATIONS

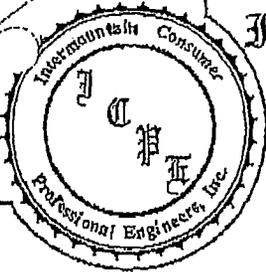
It is anticipated that the telecommunication lines will be able to cross through the existing conduit located west of Ranches Parkway. Two 1 ¼ inch conduits will be run parallel. One conduit will carry the fiber optic line, the other will be for future development. The telecommunication line will cross SR-73, go west, then north along the Ranches Parkway extension. It will enter the second entrance of the development and continue east to the open space area. The DLC will be located in the northwest corner of the open space.

08:21

From-ICPE

8015660088

T-871 P.002/008 F-391



Intermountain Consumer Professional Engineers, Inc.

Consulting Engineers
1145 East South Union Avenue
Midvale, Utah 84047

January 20, 2005

Mr. Corey Walker
Eagle Mountain City Engineer
Epic Engineering
175 North Main, Suite 104
Heber City, UT 84032

Subject: Talon Cove Estates Annexation - Electric Infrastructure Requirements

Dear Mr. Walker:

Intermountain Consumer Professional Engineers, Inc. (ICPE) received an E-mail from John Bingham of Epic Engineering dated January 12, 2005 requesting that cost estimates be prepared for the off site electric infrastructure for Talon Cove Estates and the undeveloped land surrounding this proposed development. The requested cost estimate for Talon Cove Estates is attached to this letter. A drawing showing the arrangement of the off site infrastructure for this development is also attached to this letter. A cost estimate to expand the Talon Cove Estates off site electric infrastructure to serve the vacant land surrounding the development (East and west of Talon Cove Estates and north of Highway 73) was also prepared and is attached to this letter.

It is noted that the proposed off sites for Talon Cove Estates and the adjacent future developments assume that the 750 kVMI Al. main feeder that extends north along Ranches Parkway (West side) and then west along Highway 73 (North side) will have adequate capacity to serve all present and future developments located along the north side of Highway 73 (From the east boundary of Eagle Mountain City to and including the existing Sage Valley Development). Given the reduced lot sizes and resulting increased housing densities (ERUs) proposed in Talon Cove Estates as compared to the existing adjacent developments (Meadow and North Ranch), it may be necessary to extend a new 750 kVMI Al. main feeder from the North Substation west along the substation/golf course maintenance building access road and then north through the Ames development that is to be located generally north of Eagles Gate to Highway 73. If this new main feeder is installed, the costs to provide the off sites to serve new developments located along the north side of Highway 73 between Ranches Parkway and the east boundary of Eagle Mountain City will need to be increased to include an appropriate share of the cost of this new main feeder.

If you have questions relative to this letter, the attached cost estimates or the drawing for the Talon Cove Estates electric off sites, please contact the undersigned at (801) 255-1111.

Sincerely,

L. A. (Les) Bell, Jr.

LAB/lb

cc: Mark Sovine (Eagle Mountain)
Adam Ferré (Eagle Mountain)

\\chemin\02\Wp\Draw\Eagle Mountain (00-700)\Lenape\Talon Cove Estates Annexation - Cost Estimates - Off Site Electric Infrastructure (1-19-05) vpd

Office: (801) 255-1111 • Fax: (801) 566-0088 • E-mail: icpe@icpeinc.com

Received Time-Jan. 20. - 8:41AM

TALON COVE ONLY

TALON COVE ESTATES

ICPE, 1/18/05

[Highway 73 and Ranches Parkway (North Side)]

**OFF SITE ELECTRIC INFRASTRUCTURE EXTENSION
SERVICE VOLTAGE - 12.47 GrdY/72000 VOLTS THREE PHASE**

ITEM	QTY	UNIT	UNIT PRICES		EXTENDED PRICES		ITEM COST
			MATERIALS	LABOR	MATERIALS	LABOR	
CABLE:							
1. 750 kcmil Al, 15 kV, Conc Neutral Cable	9,800	ft.	4.35	0.40	41,760.00	3,840.00	\$45,600.00
CONDUIT:							
1. 1 x 6" Schedule 40 PVC (Primary Cable)	6,600	ft.	3.15	0.50	20,475.00	3,250.00	\$23,725.00
EQUIPMENT:							
1. 15 kV, 3 Ph, Switchgear - PMH-9 (relocated)	1	ea.		350.00		350.00	\$350.00
2. 15 kV, 3 Ph, Switchgear - PMH-11	2	ea.	13,500.00	150.00	27,000.00	300.00	\$27,300.00
3. 600 Ampere, 15 kV, 3 Phase, Sectionalizer	5	ea.	650.00	110.00	3,250.00	650.00	\$3,800.00
4. 600 Ampere, 15 kV, 3 Phase, Sectionalizer (For future 15 kV Switchgear)	0	ea.	650.00	110.00	0.00	0.00	\$0.00
MISCELLANEOUS:							
1. Conduit Fittings & Elbows 6" Sch 40 PVC	1	lot	750.00	300.00	750.00	300.00	\$1,050.00
2. 14" Steel Casings	950	ft.	5.00	2.00	4,750.00	1,900.00	\$6,650.00
3. Ground Sleeve 15 kV Switchgear	2	ea.	800.00	80.00	1,200.00	160.00	\$1,360.00
4. Ground Sleeve 15 kV 600 Amp Sectionalizer	5	ea.	225.00	80.00	1,125.00	400.00	\$1,525.00
5. Ground Sleeve 15 kV 600 Amp Sectionalizer (For future 15 kV Switchgear)	0	ea.	450.00	100.00	0.00	0.00	\$0.00
6. 15 kV 600 Amp Non-LB Elbow	12	ea.	166.00	150.00	1,992.00	1,800.00	\$3,792.00
7. Cable Terminator - 750 kcmil Al 15 kV Cable	12	ea.	100.00	150.00	1,200.00	1,800.00	\$3,000.00
8. 15 kV 600 Amp Two Way Junction - Non LB	8	ea.	178.00	25.00	1,068.00	150.00	\$1,218.00
9. Backfill and Compaction							
(a) Conduit for Primary Cable	1,800	ft.		5.00		9,000.00	\$9,000.00
(b) Conduit for Future Primary Cable**	3,350	ft.		2.00		6,700.00	\$6,700.00
(c) 14" Casings	950	ft.		5.00		4,750.00	\$4,750.00
10. 3 Phase, Fault Indicator	2	ea.	345.00	30.00	690.00	60.00	\$750.00
11. Grounding, Sectionalizer/Switchgear	7	ea.	65.00	10.00	455.00	70.00	\$525.00
12. Contractor Mobilization and Demobilization	1	lot		1,500.00		1,600.00	\$1,500.00
SUBTOTALS					\$105,715.00	\$36,880.00	\$142,595.00
Contingency (15%)							\$21,389.25
Eagle Mountain City Admin (5%)							\$8,199.21
Engineering (10%)							\$16,398.43
TOTAL CONSTRUCTION COST							\$188,581.89

* Labor @ \$55.00/hr. (labor, overheads, small equipment, profit & expendables)

** Extra cost only for larger trench to add 6" Sch 40 PVC Conduit.



A

B

C

D

1

2

3

4

ESTIMATED 400 ERU's

14" CASING
ACROSS ROAD
APPROX. 250'

14" CASING
ACROSS ROAD
APPROX. 100'

3 x 15 KV 750 kcmil AL JACKETED
CONCENTRIC NEUTRAL CABLE IN 1X6"
SCHEDULE 40 PVC CONDUIT,
APPROX. 800'

NEW 15 KV
SWITCHGEAR PM-8

15 KV 600 AMP SECTIONALIZER

14" CASING
ACROSS ROAD
APPROX. 250'

14" CASING
ACROSS ROAD
APPROX. 100'

RELOCATED 15 KV
SWITCHGEAR PM-8

3 x 15 KV 750 kcmil AL JACKETED
CONCENTRIC NEUTRAL CABLE IN 1X6"
SCHEDULE 40 PVC CONDUIT,
APPROX. 800'

ESTIMATED 75 ERU's

ESTIMATED 75 ERU's

3 x 15 KV 750 kcmil AL JACKETED
CONCENTRIC NEUTRAL CABLE IN 1X6"
SCHEDULE 40 PVC CONDUIT,
APPROX. 1000'

14" CASING
ACROSS ROAD
APPROX. 250'

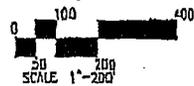
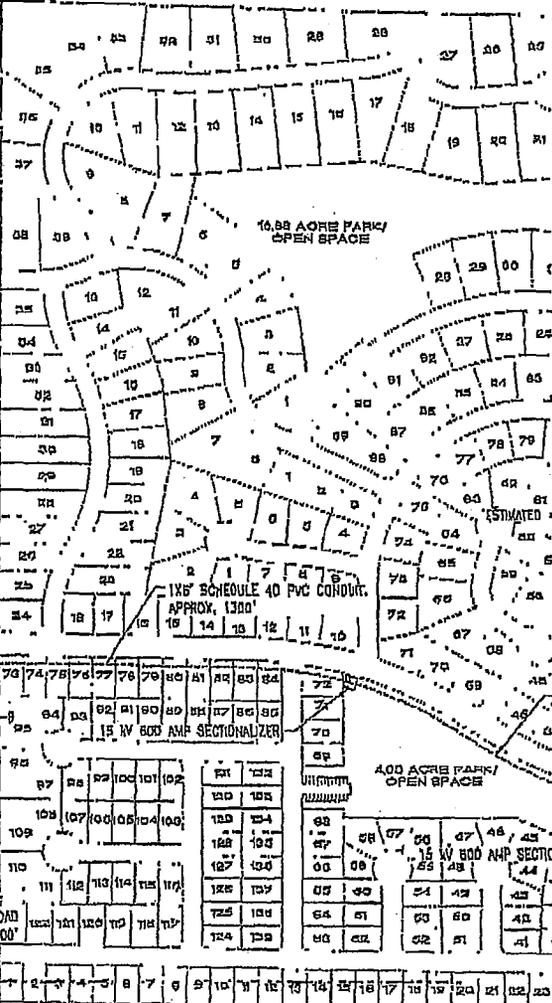
15 KV 600 AMP SECTIONALIZER
w/ (3) 2-POSITION JUNCTIONS

3 x 15 KV 750 kcmil AL JACKETED
CONCENTRIC NEUTRAL CABLE IN 1X6"
SCHEDULE 40 PVC CONDUIT,
APPROX. 550'

15 KV 600 AMP SECTIONALIZER
w/ (3) 2-POSITION JUNCTIONS

EXISTING 15 KV SWITCHGEAR
PM-8 REPLACE WITH PM-11

RANCHES PARKWAY



- PRINTED 5
- PRELIMINARY
 - DESIGN OF
 - BIDDING
 - CONSTRUCTION
 - APPROVAL
 - AS BUILT
 - REVISION

3

4

DEVELOPMENTS ADJACENT TO TALON COVE ESTATES

ICPE, 1/18/05

[Highway 73 and Ranches Parkway (North Side)]

OFF SITE ELECTRIC INFRASTRUCTURE EXTENSION SERVICE VOLTAGE - 12.47 GrdY/72000 VOLTS THREE PHASE

ITEM	QTY	UNIT	UNIT PRICES		EXTENDED PRICES		ITEM COST
			MTL	LABOR	MTL	LABOR	
CABLE:							
1. 750 kcmil Al, 15 kV, Conc Neutral Cable	20,136	ft.	4.35	0.40	87,590.51	8,054.30	\$95,644.81
CONDUIT:							
1. 1 x 6" Schedule 40 PVC (Primary Cable)	3,000	ft.	3.15	0.50	9,450.00	1,500.00	\$10,950.00
EQUIPMENT:							
1. 15 kV, 3 Ph, Switchgear - PMH-9	2	ea.		350.00		700.00	\$700.00
2. 15 kV, 3 Ph, Switchgear - PMH-11	0	ea.	13,500.00	150.00	0.00	0.00	\$0.00
3. 600 Ampere, 15 kV, 3 Phase, Sectionalizer	3	ea.	650.00	110.00	1,950.00	330.00	\$2,280.00
4. 600 Ampere, 15 kV, 3 Phase, Sectionalizer (For future 15 kV Switchgear)	0	ea.	650.00	110.00	0.00	0.00	\$0.00
CELLANEOUS:							
1. Conduit Fittings & Elbows 6" Sch 40 PVC	1	lot	750.00	300.00	750.00	300.00	\$1,050.00
1. 14" Steel Casings	0	ft.	6.00	2.00	0.00	0.00	\$0.00
3. Ground Sleeve 15 kV Switchgear	2	lot	600.00	80.00	1,200.00	160.00	\$1,360.00
4. Ground Sleeve 15 kV 600 Amp Sectionalizer	3	lot	225.00	80.00	675.00	240.00	\$915.00
5. Ground Sleeve 15 kV 600 Amp Sectionalizer (For future 15 kV Switchgear)	0	lot	450.00	100.00	0.00	0.00	\$0.00
6. 15 kV 600 Amp Non-LB Elbow	36	ea.	166.00	150.00	5,976.00	5,400.00	\$11,376.00
7. Cable Terminator - 750 kcmil Al 15 kV Cable	9	ea.	100.00	160.00	900.00	1,350.00	\$2,250.00
8. 15 kV 600 Amp 2 Way Junction - Non LB	18	ea.	178.00	25.00	3,204.00	450.00	\$3,654.00
9. Backfill and Compaction							
(a) Conduit for Primary Cable***	3,000	ft.		5.00		15,000.00	\$15,000.00
(b) Conduit for Future Primary Cable***	0	ft.		2.00		0.00	\$0.00
(c) 20" Casing (Bored Across Hwy 73)	250	ft.	10.00	100.00	2,500.00	25,000.00	\$27,500.00
11. 3 Phase, Fault Indicator	2	ea.	345.00	30.00	690.00	60.00	\$750.00
12. Grounding, Sectionalizer/Switchgear	7	ea.	65.00	10.00	455.00	70.00	\$525.00
13. Contractor Mobilization and Demobilization	1	lot		1,500.00		1,500.00	\$1,500.00
SUBTOTALS					\$115,340.51	\$80,114.30	\$175,454.81
					Contingency (15%)		\$26,318.22
					Eagle Mountain City Admin (5%)		\$10,088.66
					Engineering (10%)		\$20,177.30
TOTAL CONSTRUCTION COST							\$232,038.99

* Labor @ \$55.00/hr. (labor, overheads, small equipment, profit & expendables)

(The cost only for larger trench to add 6" Sch 40 PVC Conduit.

Extends 750 kcmil Al, 15 kV Feeder north to entrance to Mt. Airey (North side Hwy 73).

Also installs 15 kV PMH-9 Switchgear across Hwy 73 from entrance to Mt. Airey and cable and a casing across Highway 73 (to south side).

SCALE
1" = 500'

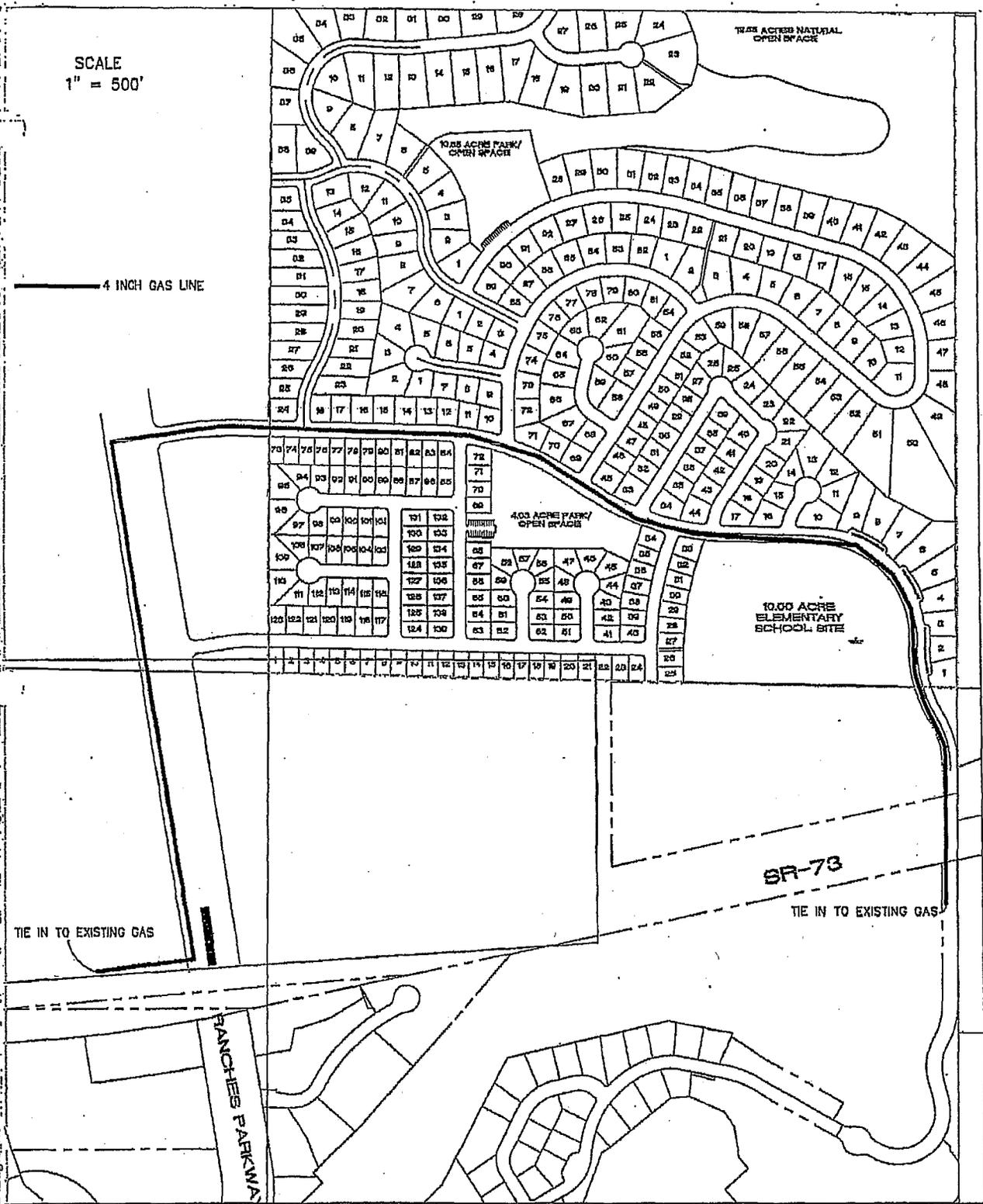
4 INCH GAS LINE

TIE IN TO EXISTING GAS

BR-73

TIE IN TO EXISTING GAS

I:\Service\proj\N Eagle_Mountain\Annexation\TALON.dwg\COUNTURS.dwg_2/2/2005 9:47 AM MST



Epic Engineering

2880 WEST 4700 SOUTH, SUITE D
SALT LAKE CITY, UTAH 84118
(801) 955-3605

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6800

**EAGLE MOUNTAIN CITY
TALON COVE ANNEXATION**

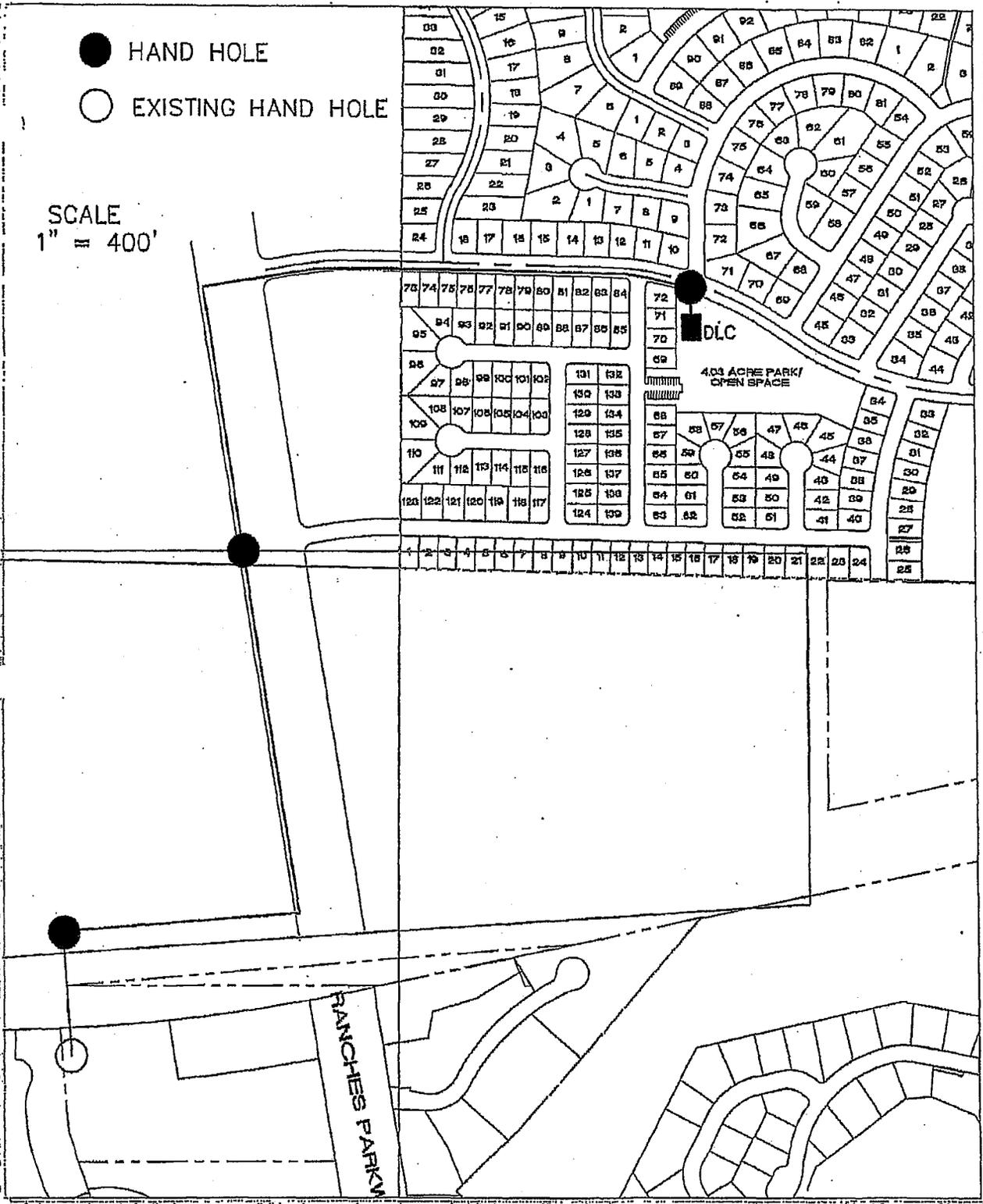
NATURAL GAS

DESIGNER	CAD
JMB	JMB
REVIEWED	PROJECT NO.
MDJ	-

- HAND HOLE
- EXISTING HAND HOLE

SCALE
1" = 400'

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Epic Engineering

2880 WEST 4700 SOUTH, SUITE D
SALT LAKE CITY, UTAH 84118
(801) 955-5605

50 EAST 100 SOUTH
HIBER CITY, UTAH 84032
(435) 854-8888

**EAGLE MOUNTAIN CITY
TALON COVE ANNEXATION**

TELECOMMUNICATIONS

DESIGNER	CAD
JMB	JMB
REVIEWED	PROJECT NO.
MDJ	-

Jan 25 05 03:55p

P. 2



EAGLE MOUNTAIN TELECOM

1690 East Heritage Drive, Eagle Mountain, Utah 84043
Phone: (801) 789-2800 Fax: (801) 789-4118

TO EPIC ENGINEERING

ATTN CORY

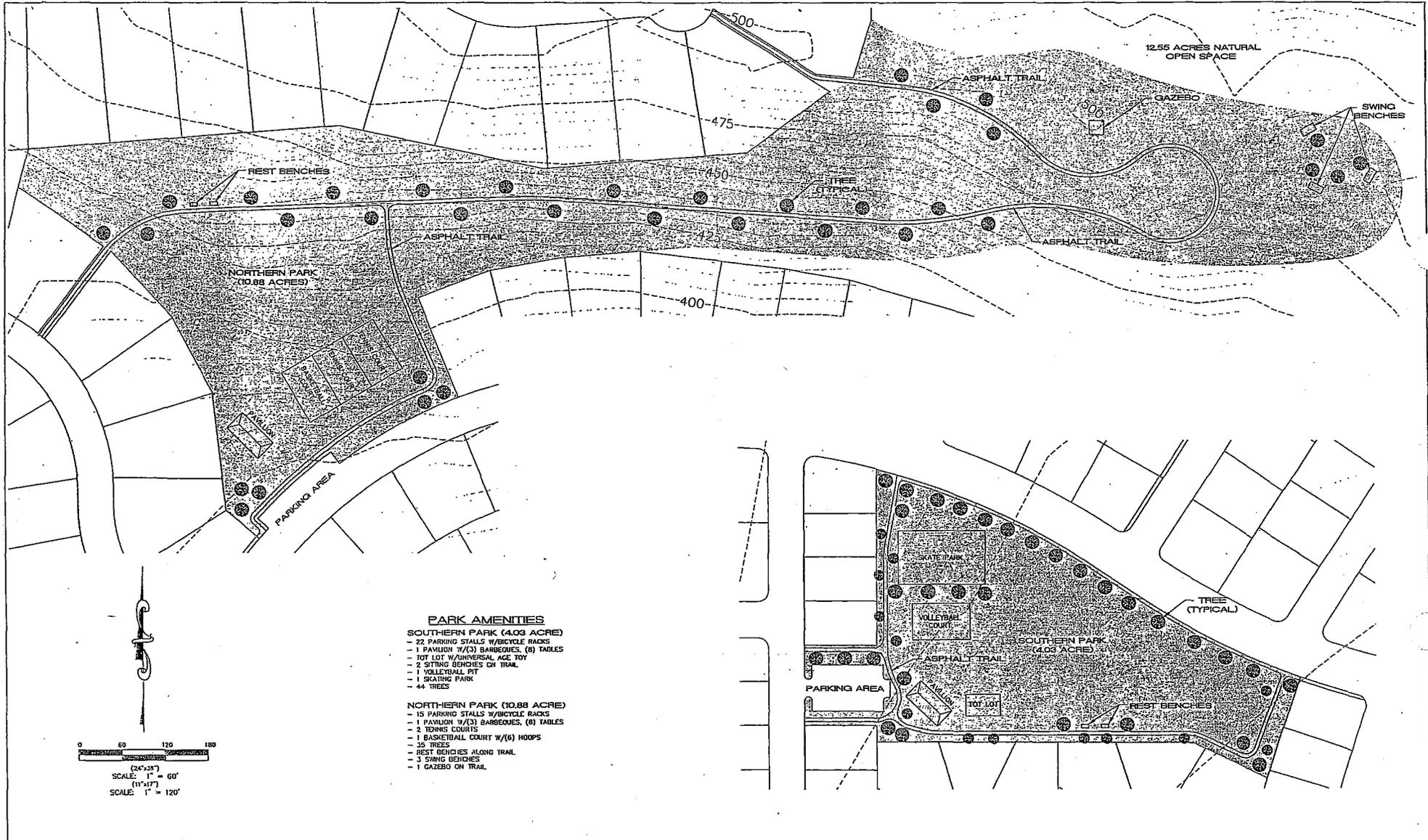
HERE ARE THE ROUGH COST THAT WOULD NEED TO BE ADDED FOR THE CAPITOL FUNDS
(1) THEY WILL NEED 8100 FEET OF 1 1/4" PES DUCT IN THE ORANGE SHILDED CONDUIT FOR THE FIBER OPTIC CABLE \$8694
(2) THEY WILL NEED 8100 FEET OF 1 1/4" PES DUCT IN ORANGE SHILDED CONDUIT FOR THE FUTURE FIBER DUCT \$ 8694
(3) THEY WILL NEED APP 8100 FEET OF 24 STRAND SINGLE MODE FIBER PULLED THROUGH \$2370.29
(4) THEY WILL NEED 2 36 X 36 CDR ROUND HAND HOLE FIBER PULL BOXES \$990.00
(5) TRENCHING COSTS AT \$ 7.00 A FOOT 42,700.00
(6) 2 FIBER SPLICES AT APPROX \$ 3450
(7) 1 SERIA 1000 DLC HOUSING CABNINT AT THE PRICE OF \$ 101,786.00

TOTAL COST FOR CAPITOL FUND FOR OFFSITE TELECOM SERVICE IS 188,684.00 → Includes 15% Contingency

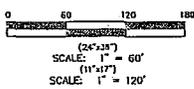
ANY QUESTIONS PLEASE CALL

Jeremy Nielson

Jeffrey Thompson



- PARK AMENITIES**
- SOUTHERN PARK (4.03 ACRE)**
- 22 PARKING STALLS W/BICYCLE RACKS
 - 1 PAVILION W/(3) BARBECUES, (8) TABLES
 - TOT LOT W/UNIVERSAL AGE TOY
 - 2 SITTING BENCHES ON TRAIL
 - 1 VOLLEYBALL PIT
 - 1 SKATING PARK
 - 44 TREES
- NORTHERN PARK (10.88 ACRE)**
- 15 PARKING STALLS W/BICYCLE RACKS
 - 1 PAVILION W/(3) BARBECUES, (8) TABLES
 - 2 TENNIS COURTS
 - 1 BASKETBALL COURT W/(6) HOOPS
 - 35 TREES
 - REST BENCHES ALONG TRAIL
 - 2 SWING BENCHES
 - 1 GAZEBO ON TRAIL



NO.	DATE	REVISIONS	BY	DESIGNED BY	DATE
1		DESCRIPTION			
2					
3					
4					
DWG FILE					

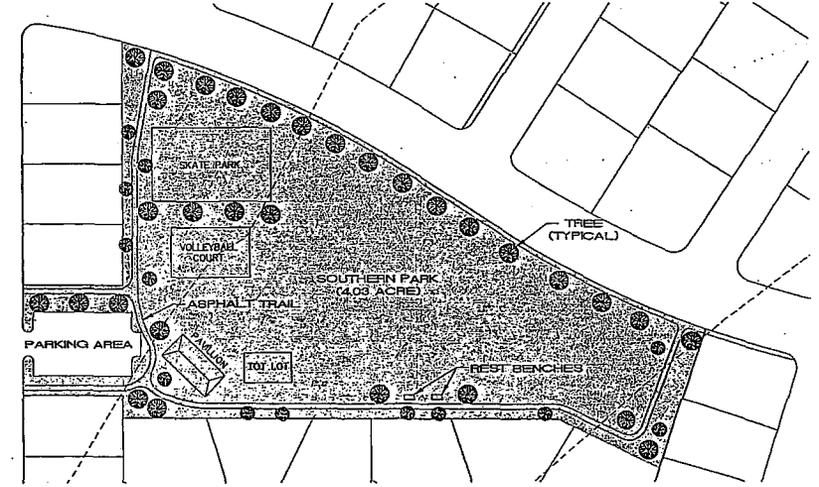
TRANE ENGINEERING, P.C.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN, UTAH

TALON COVE ESTATES
 PLANNED RESIDENTIAL DESIGN

PARK LAYOUT MAP

1 OF 1



- PARK AMENITIES**
- SOUTHERN PARK (4.03 ACRE)**
- 22 PARKING STALLS W/BICYCLE RACKS
 - 1 PAVILION W/(3) BARBECUES, (8) TABLES
 - TOT LOT W/WINGSAIL, AGE TOY
 - 2 SITTING BENCHES ON TRAIL
 - 1 VOLLEYBALL PIT
 - 1 SKATING PARK
 - 44 TREES
- NORTHERN PARK (10.88 ACRE)**
- 15 PARKING STALLS W/BICYCLE RACKS
 - 1 PAVILION W/(3) BARBECUES, (8) TABLES
 - 2 TENNIS COURTS
 - 1 BASKETBALL COURT W/(6) HOOPS
 - 35 TREES
 - REST BENCHES ALONG TRAIL
 - 3 SWING BENCHES
 - 1 GAZEBO ON TRAIL

0 60 120 180
 (24"x36")
 SCALE: 1" = 60'
 (11"x17")
 SCALE: 1" = 120'

REV.	DATE	DESCRIPTION	BY	DESIGNED BY	DATE
1				CRANE ETC.	1991
2				CHECK SP.	1991
3				DATE	12/21/94
4				COORD. FILE	

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 CONSULTING ENGINEERS AND LAND SURVEYORS
 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN, UTAH

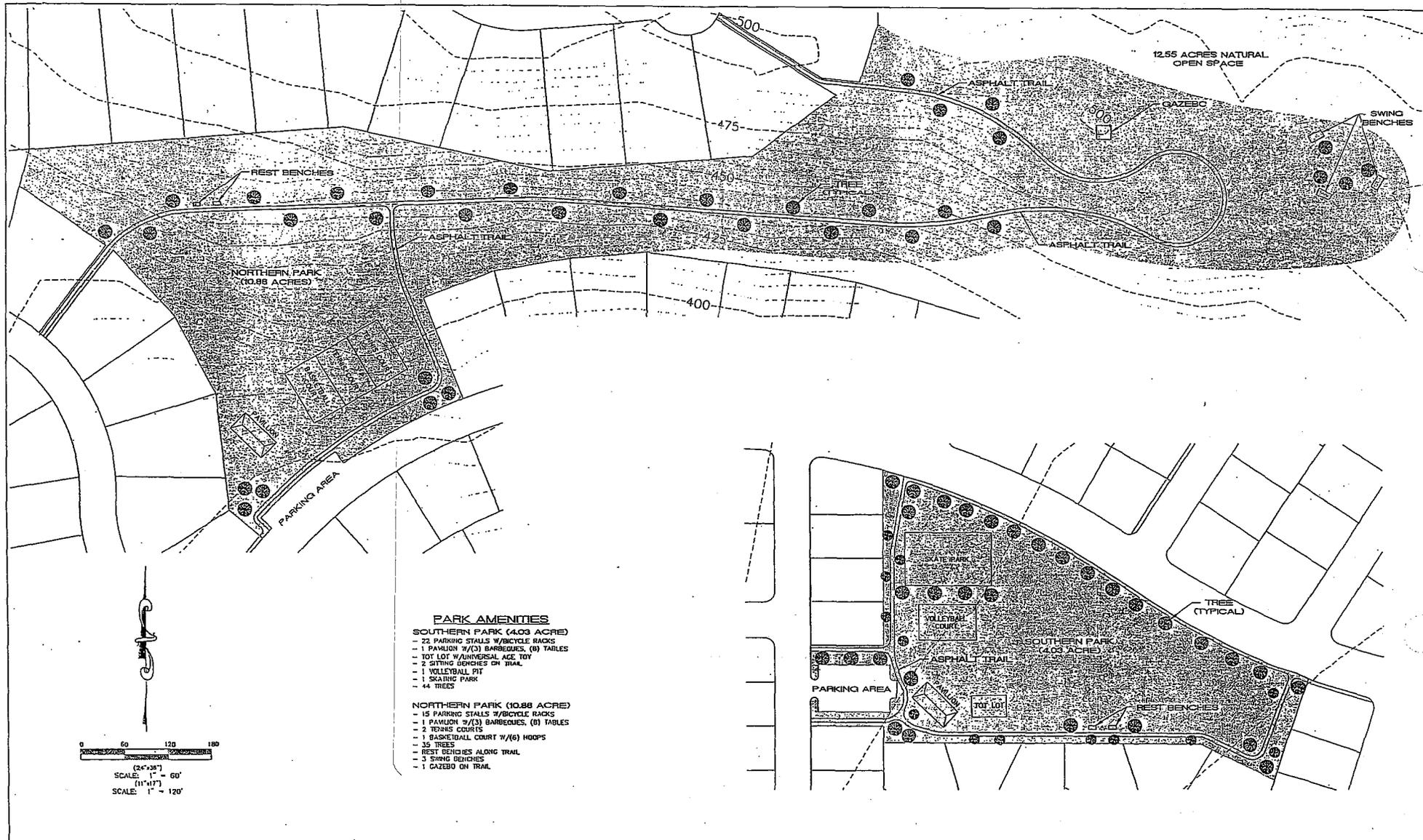
TALON COVE ESTATES
 PLANNED RESIDENTIAL DESIGN

PARK LAYOUT MAP

1 OF 1

EXHIBIT 6

PARK LAYOUT MAP



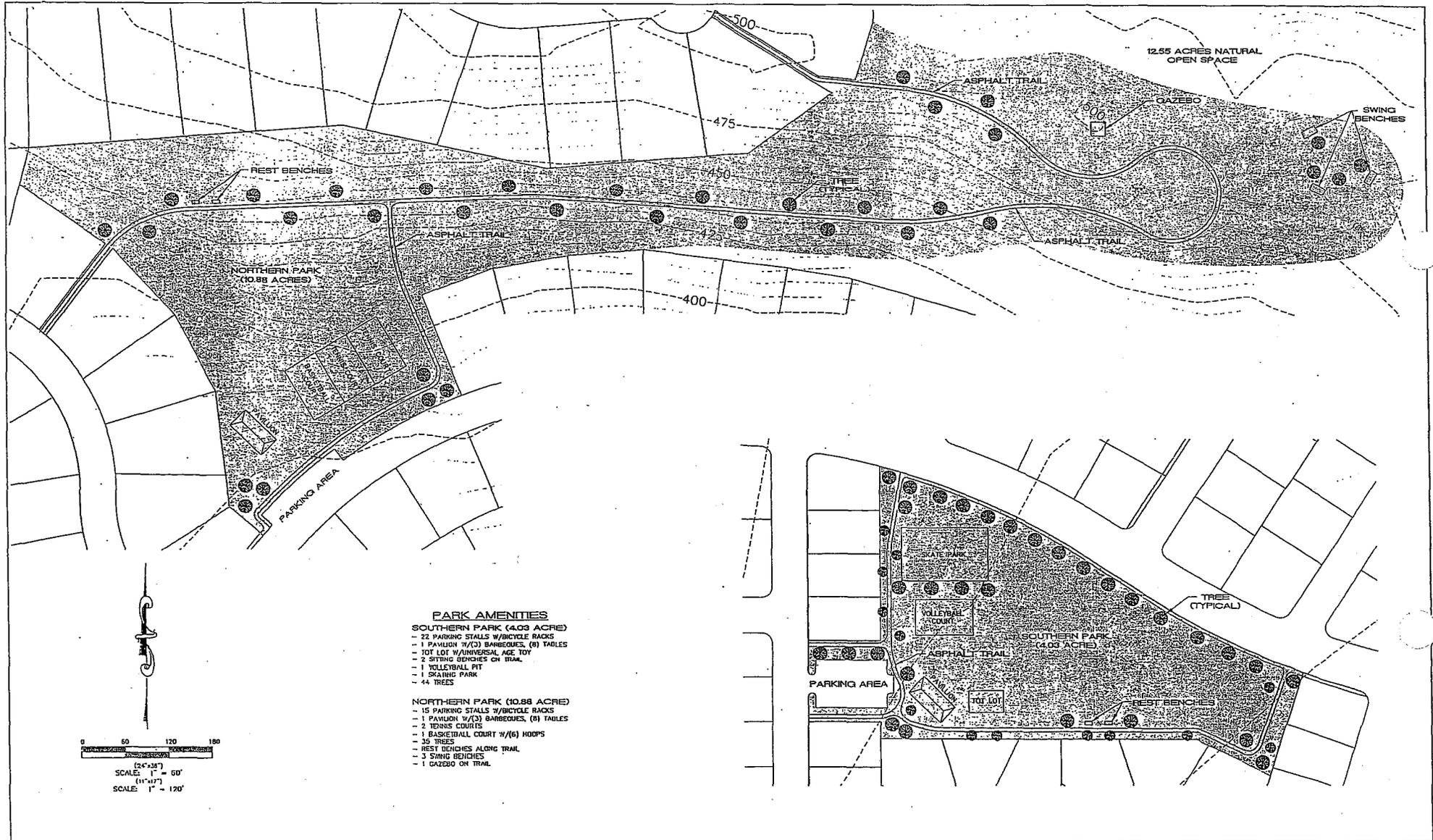
NO.	DATE	DESCRIPTION	BY	DESIGNED BY	197
1				CHUCK SP.	161
2				DATE	12/21/74
3				FILE	

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 CONSULTING ENGINEERS AND LAND SURVEYORS
 27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN, UTAH

TALON COVE ESTATES
 PLANNED RESIDENTIAL DESIGN

PARK LAYOUT MAP



NO.	DATE	DESCRIPTION	BY	DETERMINED BY	DATE
1				DRWN. BY	DTT
2				CHECK BY	DTT
3				DATE	12/21/04
4				FIELD FILE	

TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN, UTAH

TALON COVE ESTATES
PLANNED RESIDENTIAL DESIGN

PARK LAYOUT MAP