



ENT 3836412022 PG 1 of 30
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Mar 28 3:21 pm FEE 0.00 BY KR
RECORDED FOR EAGLE MOUNTAIN CITY

WHEN RECORDED, RETURN TO:

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

**SECOND AMENDED & RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR
OQUIRRH MOUNTAIN**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and LGI Homes – Utah, LLC, a Utah limited liability company (“**Developer**”).

RECITALS

A. Developer is the owner of approximately 120.4 acres of real property as shown in Exhibit A (the “**Land Use Plan**”).

B. On October 19, 2021, the Eagle Mountain City Council approved the rezone of the Property (Exhibit B, the “**Rezone Exhibit**”), which included approval of the Land Use Plan.

C. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2021) *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eagle Mountain and Developer hereby agree to the following:

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq.*

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the Site Plan.

1.4. **City** means Eagle Mountain City, a political subdivision of the State of Utah.

1.5. **City's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.

1.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.7. **Conditions of Approval** means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and Master Development Plan, as specifically set forth in the Notices of Decision (defined below).

1.8. **Council** means the elected City Council of Eagle Mountain.

1.9. **Default** means a breach of this MDA as specified herein.

1.10. **Developer** means LGI Homes, and its successors in interest or assignees as permitted by this MDA.

1.11. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.12. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.

1.13. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

1.14. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.15. **Maximum Residential Units** means the development on the Property of not more than Two Hundred and Sixty (260) Residential Dwelling Units, including the fifty-four existing dwelling units.

1.16. **MDA** means this Master Development Agreement including all of its Exhibits.

1.17. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.18. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision, which include certain terms and conditions for development of the Project. A copy of the Notice of Decision is attached hereto as Exhibit E.

1.19. **Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi) (2021).

1.20. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.

1.21. **Planning Area** means planning areas 3-9 (PA 3 – PA 9) as designated on the Land Use Plan.

1.22. **Project** means the Oquirrh Mountain project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.23. **Property** means the approximately 120.4 acres of real property owned by and to be developed by Developer more fully shown in Exhibit A.

1.24. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.25. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

2. GENERAL DEVELOPMENT OF THE PROJECT.

2.1. Compliance with the Land Use Plan and this MDA. Development of the Project shall be in accordance with City's Vested Laws, City's Future Laws (to the extent they are applicable as specified in this MDA), the Land Use Plan, the Notice of Decision, and this MDA.

2.2. Development Requirements. Eagle Mountain has approved the Land Use Plan for the Project which shall serve as the Master Development Plan map. Developer shall construct the Project in accordance with the Land Use Plan and the Conditions of Approval as set out in the Notice of Decision.

3. PROPERTY ZONING AND DEVELOPMENT.

3.1 Zoning & Land Use. The project site includes native open space areas, fifty-four existing residential lots, an existing church, a future city park parcel, and the remainder of the site consists of 206 proposed residential lots and required park space. The property is zoned as depicted on Exhibit A (Zoning Map) and in this table.

| Area | Zone | Approximate Acres |
|-------------------------------|---------------------------------------|-------------------|
| Native Open Space / Hillside | OS-N & Wildlife Corridor Overlay Zone | 55 Acres |
| Existing Residential & Church | RC | 17 Acres |
| Proposed Residential | RC | 41 Acres |
| Parks & Improved Open Spaces | OS-I | 6.86 Acres |

The approved land use data is as follows:

| LAND USE DATA | | | | | | |
|-------------------------------|--------------------------------|-------------|-----------------|------|-----------|-----------|
| OQUIRRH MOUNTAIN | | | | | | |
| PLANNING AREA | LAND USE | AREA (ac) | DENSITY (DU/AC) | D.U. | RES. TIER | % OF AREA |
| PA 2 (EXISTING) | SFD | ± 14.10 ac | 3.83 | 54 | II | 12% |
| SUBTOTAL EXISTING RESIDENTIAL | | ± 14.10 ac | | 54 | | 12% |
| PA 3 | SFD | ± 7.48 ac | 5.61 | 42 | II | 6% |
| PA 4 | SFD | ± 4.42 ac | 5.20 | 23 | II | 4% |
| PA 5 | SFD | ± 6.04 ac | 5.46 | 33 | II | 5% |
| PA 6 | SFD | ± 4.10 ac | 3.66 | 15 | II | 3% |
| PA 7 | SFD | ± 3.63 ac | 4.13 | 15 | II | 3% |
| PA 8 | SFD | ± 3.56 ac | 5.06 | 18 | II | 3% |
| PA 9 | SFD | ± 11.64 ac | 5.15 | 60 | II | 10% |
| SUBTOTAL PROPOSED RESIDENTIAL | | ± 40.87 ac | | 206 | | 34% |
| PA 1 (EXISTING) | CHURCH | ± 3.30 ac | | | | 3% |
| SUBTOTAL INSTITUTIONAL | | ± 3.30 ac | | | | 3% |
| OS 1 | PARK | ± 2.58 ac | | | | 2.1% |
| OS 2 | IMPROVED O.S. | ± 0.72 ac | | | | 0.6% |
| OS 3 | IMPROVED O.S. | ± 1.44 ac | | | | 1.2% |
| OS 4 | IMPROVED O.S. | ± 0.68 ac | | | | 0.6% |
| OS 5 | IMPROVED O.S. | ± 0.16 ac | | | | 0.1% |
| OS 6 | IMPROVED O.S. | ± 0.39 ac | | | | 0.3% |
| FUTURE CITY PARK AREA | N/A | ± 0.89 ac | | | | 0.7% |
| NATIVE OPEN SPACE | NATIVE O.S. / IMPROVED O.S. | ± 55.27 ac | | | | 45.9% |
| SUBTOTAL OPEN SPACE | | ± 62.13 ac | | | | 52% |
| OQUIRRH MOUNTAIN TOTAL | | ± 120.40 ac | 2.16 | 260 | | 100% |

*330 FT. BUFFER AREA (APPROX. 19.02AC.) WITHIN NATIVE OPEN SPACE AREA COUNTING TOWARDS IMPROVED OPEN SPACE CALCULATION
PER CITY CODE CH. 17.49 (D)

3.2 Development Standards. The Residential areas shall be developed in accordance with Chapter 17.25 and other applicable sections of the City's Vested Laws, except that the side yard setbacks shall be a minimum of five (5) feet, with ten (10) feet on the garage side, rather than the side setbacks listed in Chapter 17.25. The lot configuration and road locations shall be consistent with the configuration on the Land Use Plan. The maximum number of Residential Dwelling Units within each Planning Area is contingent upon Developer complying with the City's Vested Laws, and City does not guarantee that Developer can construct the maximum number of units. Residential units may not be transferred between Planning Areas.

3.3 Hillside Development. Prior to recording of any subdivision plat that requires construction of retaining walls to make lots buildable, the Developer shall obtain a building permit for the retaining walls. All retaining walls must be completed prior to issuance of any building permits for the main residential structure. Retaining walls shall not exceed five (5) feet in height and shall include a minimum of five (5) horizontal feet between walls unless approved by the City Engineer. Driveways shall not exceed grades of twelve (12) percent.

4. PARKS AND OPEN SPACE.

4.1. **Open Space Plan.** The Open Space Plan, included as Exhibit C, shows the location of the various open space parcels to be improved along with the residential development. Developer shall improve the open space parcels in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. Developer shall submit a detailed plan for the open space and park areas and receive approval from the City's Parks and Recreation Director and the Planning Director prior to recording the first final plat in the Project. Plans shall include, at a minimum, the large incline at the end of the northwest cul-de-sac, improvements to the petroglyph park, the improvement of natural trails on the hillsides, protection of the upper petroglyphs, and improvements to comply with the requirements in Section 16.35.105 of the City's Vested Laws.

4.2. **Petroglyphs/Rock Art.** This site contains historic rock art that is intended to be preserved and displayed for public viewing. A majority of the petroglyphs are located in OS-1, but some significant petroglyphs are also located near the top of the western native open space area. Along with improvement of these open space areas, Developer shall install fencing (same fencing as exists around the lower petroglyphs) to protect the upper petroglyphs. Detailed park plans for the areas surrounding the petroglyphs shall include protection of the petroglyphs and enhancement of the viewing experience, to be approved by the City Parks and Recreation Director and Planning Director prior to any improvement in those areas.

4.3. **Dedication of Park Improvements.** The petroglyph park and the native hillsides and ridges shall be dedicated to the City. All other open space areas are expected to be owned and maintained by an HOA. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the subdivision plats that utilize the areas for Improved Open Space credit or with the recording of adjacent plats.

5. VESTED RIGHTS.

5.1. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, City's Vested Laws, and the Land Use Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

5.2. **Exceptions.** The vested rights and the restrictions on the applicability of City's Future Laws to the Project as specified in subsection 5.1 are subject to the following exceptions:

5.2.1. **Written Agreement.** City's Future Laws or other regulations to which the Developer agrees in writing, including this MDA;

5.2.2. State and Federal Compliance. City's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

5.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

5.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; and,

5.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

6. **TERM OF AGREEMENT.** In accordance with Section 16.10.080 of the City's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

7. **BENCHMARKS.** As required by Section 16.10.080(B) of the City's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan.** The first preliminary plat or site plan for the Project shall be submitted for approval within one (1) year from the Effective Date. The site work for the first final plat or site plan shall occur within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted

in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2 Park Improvements. In accordance with 16.35.105(A)(10) of the City's Vested Law, the parks and improved open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In addition, the Petroglyph Park (OS-1) and the Hillside Park improvements (trails, upper petroglyph fencing and protection, etc.) must be completed prior to the City recording a final plat that includes the 130th residential lot within the project (not counting the existing lots in PA 2). The Developer may request a single partial release of the park escrow upon completion of any park or combination of parks and improved open space areas and acceptance by the City of those parks or improved open space areas. If the parks and open space areas are fully complete, Developer may request a release of all of the park escrow minus ten percent of the total value of the parks and improved open space improvements, which amount shall be held by the City for one year after completion to warranty any improvements. To qualify for the partial release, Developer must provide a detailed accounting of the park improvements completed and the park improvements remaining.

8. PROCESSING OF DEVELOPMENT APPLICATIONS. The procedure for processing Development Applications shall be in accordance with the procedural provisions of City's Future Laws. If Eagle Mountain denies a Development Application Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning, and/or City's Vested Laws (or, if applicable, City's Future Laws).

9. PUBLIC INFRASTRUCTURE.

9.1. Construction by Developer. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

9.2. Infrastructure Map. Attached hereto as Exhibit D is the Infrastructure Map for the project. Developer will construct the public utilities in accordance with the provided Infrastructure Map.

9.3. Sewer Lift Station & Easement. A private sewer lift station may be necessary for a portion of the Project. If necessary for the Project, the lift station will be located in the

southeast corner of OS-3, and an easement shall be included along the southern boundary of PA6. The lift station shall be owned and maintained by the homeowners' association.

9.4. **Internal Roadways.** The Land Use Plan depicts the proposed roadways and access for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

9.5. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by Eagle Mountain's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in Eagle Mountain's Vested Laws. Partial releases of any such required security shall be made as work progresses based on Eagle Mountain's Vested Laws.

10. **UPSIZING/REIMBURSEMENTS TO DEVELOPER.** Eagle Mountain may require Developer to reasonably "upsized" Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth around the Project. If City requires upsizing, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase.

11. **DEFAULT.**

11.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

11.2. **Contents of the Notice of Default.** The Notice of Default shall:

11.2.1. **Specific Claim.** Specify the claimed event of Default;

11.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

11.2.3. **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default.

11.3. **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

11.4. Public Meeting. If Eagle Mountain imposes any remedy set forth in Paragraph 13, the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

11.5. Default of Assignee. A default of any obligations expressly assumed by an assignee in accordance with Paragraph 17 shall not be deemed a default of Developer.

12. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain's obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

13. EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT. In addition to all other remedies provided by law, including specific performance obligations of Developer set forth in this MDA, Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

14. NOTICES. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

To Eagle Mountain:

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

15. HEADINGS. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

16. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE. This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

17. ASSIGNABILITY. The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein. The City's consent shall not be unreasonably withheld, conditioned or delayed.

17.1. Sale of Lots. Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

17.2. Notice. Developer shall give Notice to the Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that the Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Eagle Mountain with all necessary contact information for the proposed assignee.

17.3. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

17.4. Assignees and Successors in Interest Bound by MDA. Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

18. NO WAIVER. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

19. SEVERABILITY. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

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

21. **TIME IS OF THE ESSENCE.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

22. **APPLICABLE LAW.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

23. **VENUE.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

24. **ENTIRE AGREEMENT.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

25. **MUTUAL DRAFTING.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

26. **RECORDATION AND RUNNING WITH THE LAND.** This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of a completed Residential Dwelling Unit to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit. An electronic copy of City's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

27. **AUTHORITY.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DATED this 16 day of March, 2022.

LGI HOMES – UTAH, LLC

By: *Nick Mason*

Print Name: Nick Mason

Title: officer

DEVELOPER ACKNOWLEDGMENT

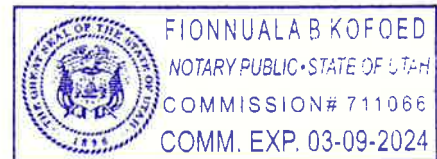
STATE OF UTAH)

:ss.

COUNTY OF Utah)

On the 16 day of March, 2022, personally appeared before me Nick Mason, who being by me duly sworn, did say that (s)he is the Officer of **LGI HOMES - UTAH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Jeff B. Koford
NOTARY PUBLIC



DATED this 16 day of March, 2021.

EAGLE MOUNTAIN CITY

Tom Westmoreland
Tom Westmoreland, Mayor

ATTEST:


Fionnuala Kofoed, City Recorder

Approved as to form:



City Attorney

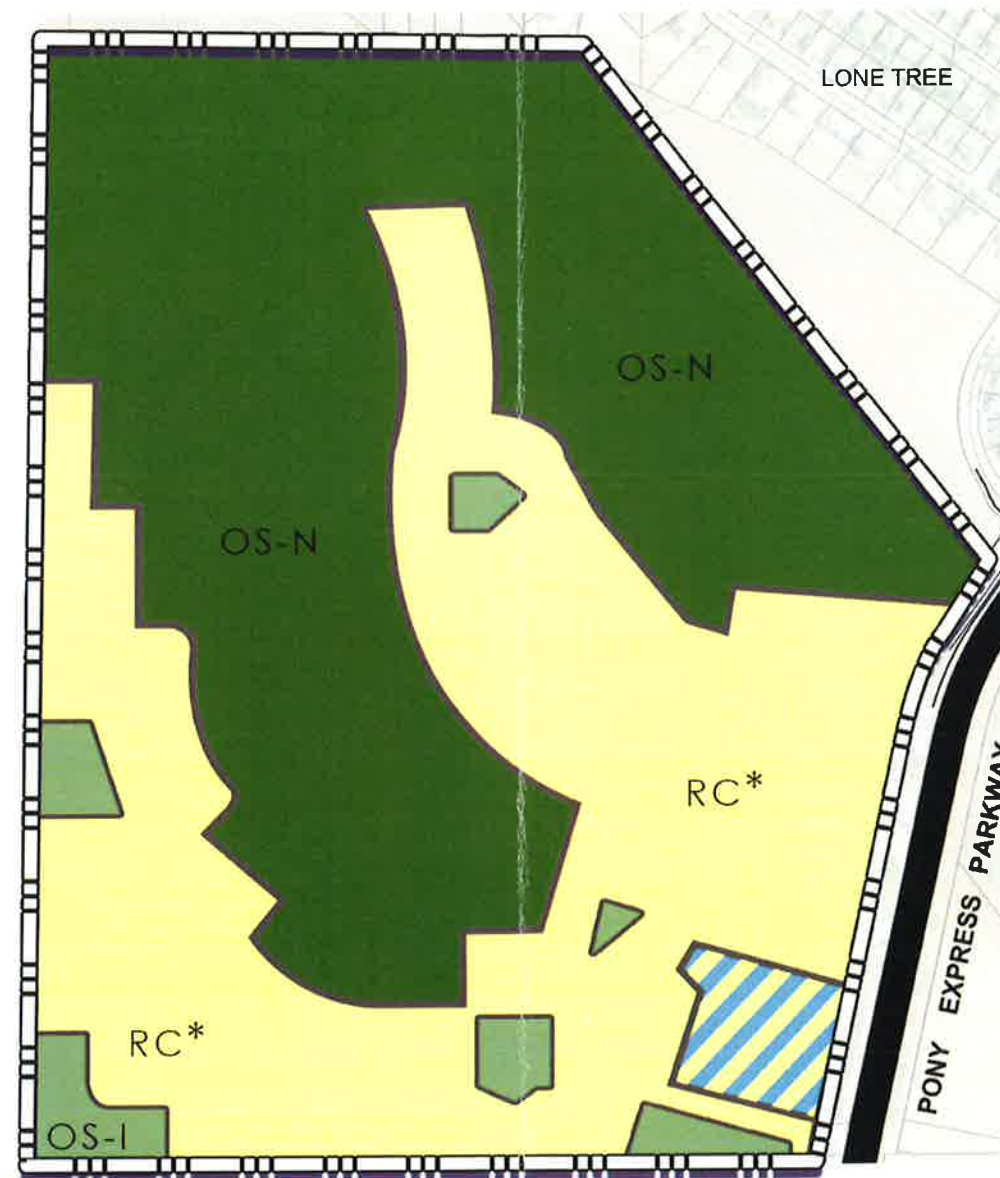


TABLE OF EXHIBITS

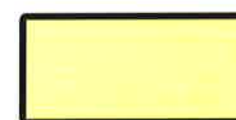
| | |
|-------------|--------------------|
| Exhibit "A" | Rezone Exhibit |
| Exhibit "B" | Land Use Plan |
| Exhibit "C" | Open Space Plan |
| Exhibit "D" | Infrastructure Map |
| Exhibit "E" | Notice of Decision |

Exhibit "A"
Rezone Exhibit

PROPOSED PLAN (2.5 DU/AC) APPROVED ZONING



LEGEND



ZONING: RC



ZONING: OS-I



CHURCH

* WITH AMENDED DEV. STANDARDS
(MIN. LOT SIZE: 4,500 S.F., AVG. 5,024 S.F.)
MINIMUM LOT FRONTAGE: 45'
SETBACKS: FRONT: 15',
SIDE: 5' & 10' ON GARAGE SIDE,
FRONT GARAGE: 22', REAR: 15')



ZONING: OS-N (INCLUDES WILDLIFE CORRIDOR OVERLAY ZONE)



OQUIRRH MOUNTAIN
EAGLE MOUNTAIN, UT

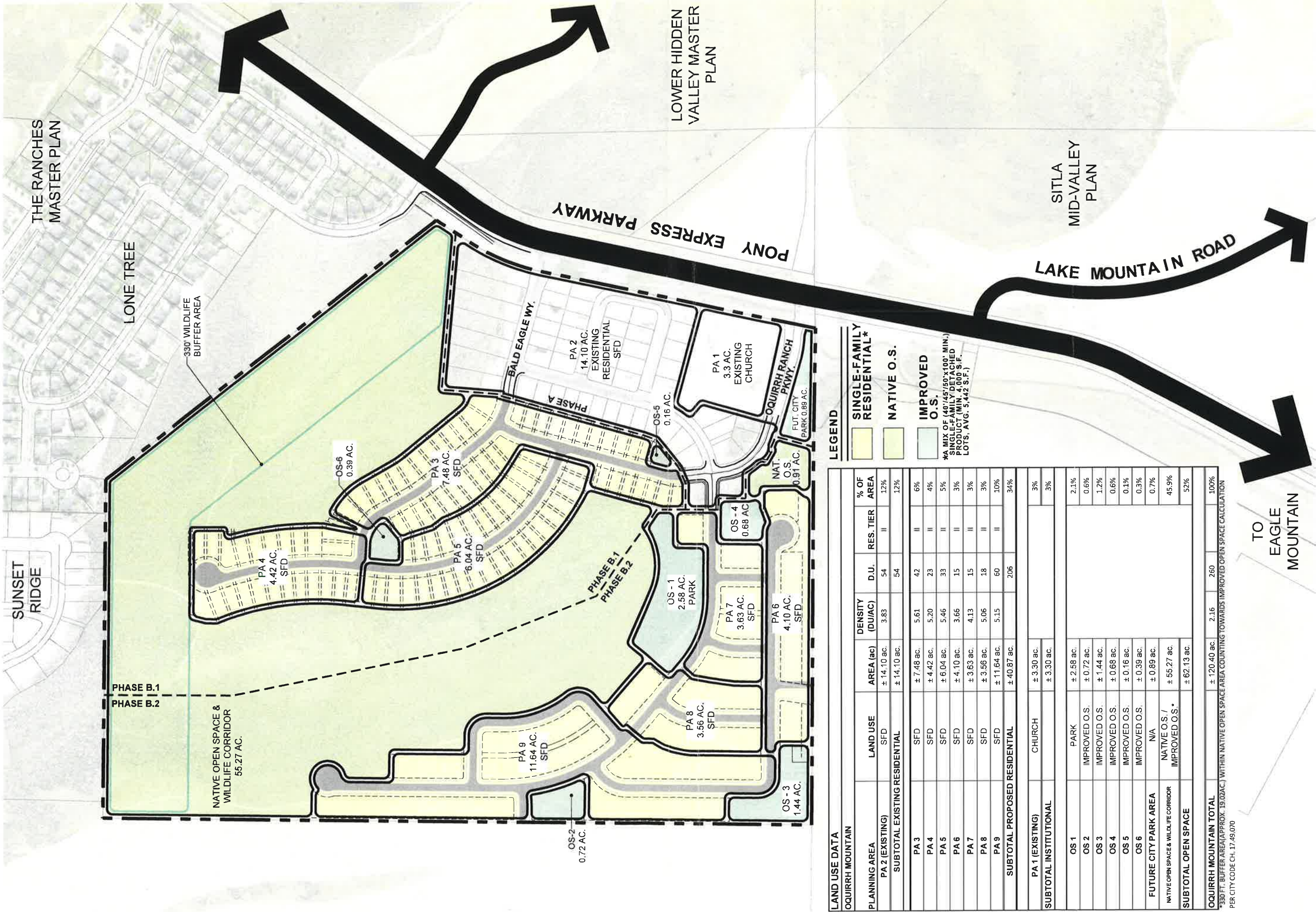
ZONING COMPARISON EXHIBIT

01.27.2022 | SCALE: NTS



Kimley»Horn

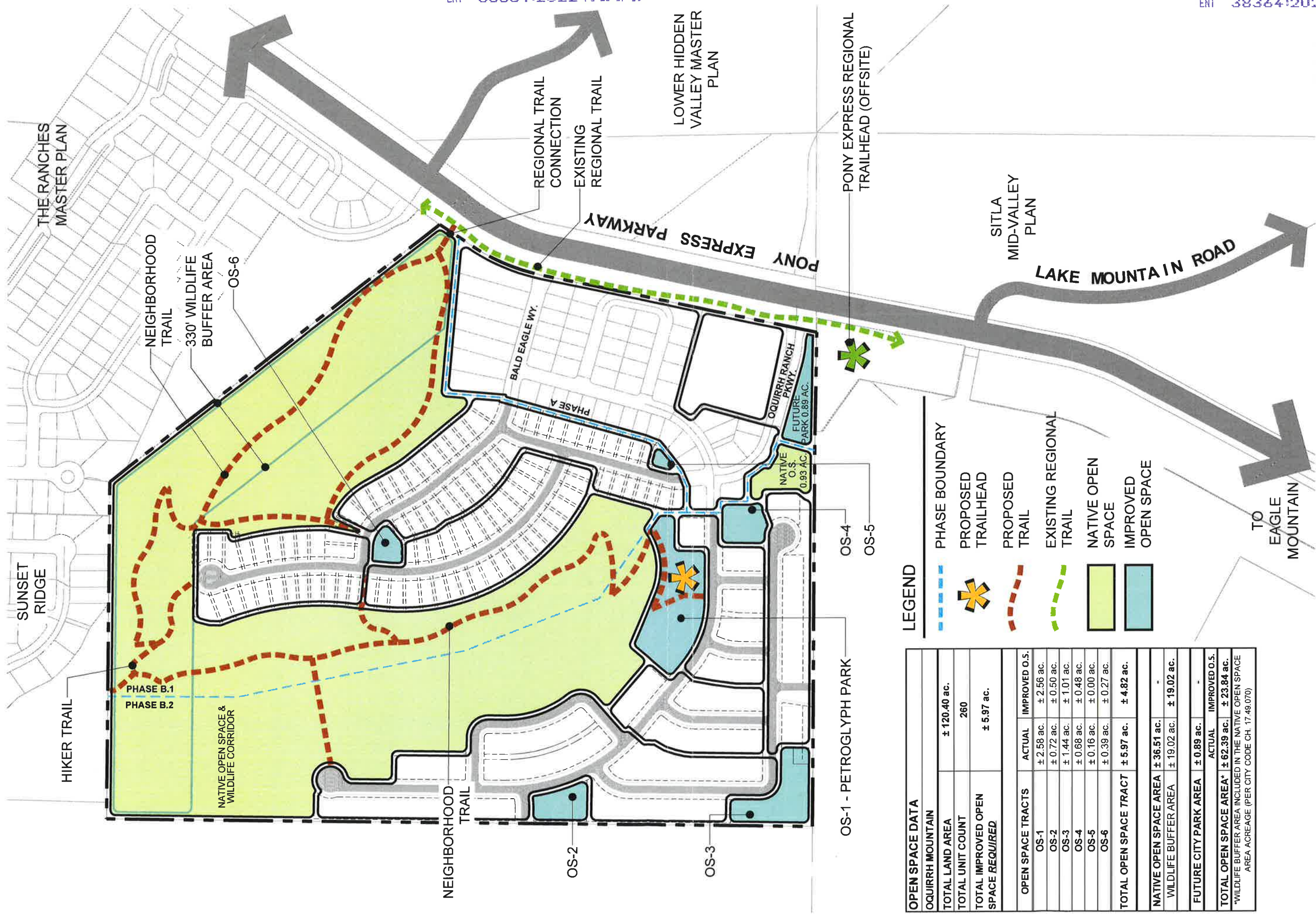
Exhibit "B"
Land Use Plan



OQUIRRH MOUNTAIN
EAGLE MOUNTAIN, UTAH

CONCEPTUAL LAND USE PLAN
MASTER DEVELOPMENT PLAN AMENDMENT

Exhibit "C"
Open Space Plan



| OPEN SPACE DATA | | | |
|--|--------------|---------------|-------------|
| OQUIRRH MOUNTAIN | | | |
| TOTAL LAND AREA | ± 120.40 ac. | | |
| TOTAL UNIT COUNT | 260 | | |
| TOTAL IMPROVED OPEN SPACE <i>REQUIRED</i> | ± 5.97 ac. | | |
| | | | |
| OPEN SPACE TRACTS | ACTUAL | IMPROVED O.S. | |
| OS-1 | ± 2.58 ac. | ± 2.56 ac. | |
| OS-2 | ± 0.72 ac. | ± 0.50 ac. | |
| OS-3 | ± 1.44 ac. | ± 1.01 ac. | |
| OS-4 | ± 0.68 ac. | ± 0.48 ac. | |
| OS-5 | ± 0.16 ac. | ± 0.00 ac. | |
| OS-6 | ± 0.39 ac. | ± 0.27 ac. | |
| | | | |
| TOTAL OPEN SPACE <i>TRACT</i> | ± 5.97 ac. | | |
| | | | |
| NATIVE OPEN SPACE AREA | ± 36.51 ac. | | |
| WILDLIFE BUFFER AREA | ± 19.02 ac. | | |
| | | | |
| FUTURE CITY PARK AREA | ± 0.89 ac. | | |
| | | | |
| ACTUAL | | IMPROVED O.S. | |
| TOTAL OPEN SPACE AREA* | ± 62.39 ac. | | ± 23.84 ac. |
| *WILDLIFE BUFFER AREA INCLUDED IN THE NATIVE OPEN SPACE AREA ACREAGE (PER CITY CODE CH. 17.49.070) | | | |



OQUIRRH MOUNTAIN
EAGLE MOUNTAIN, UTAH

CONCEPTUAL OPEN SPACE PLAN
MASTER DEVELOPMENT PLAN AMENDMENT

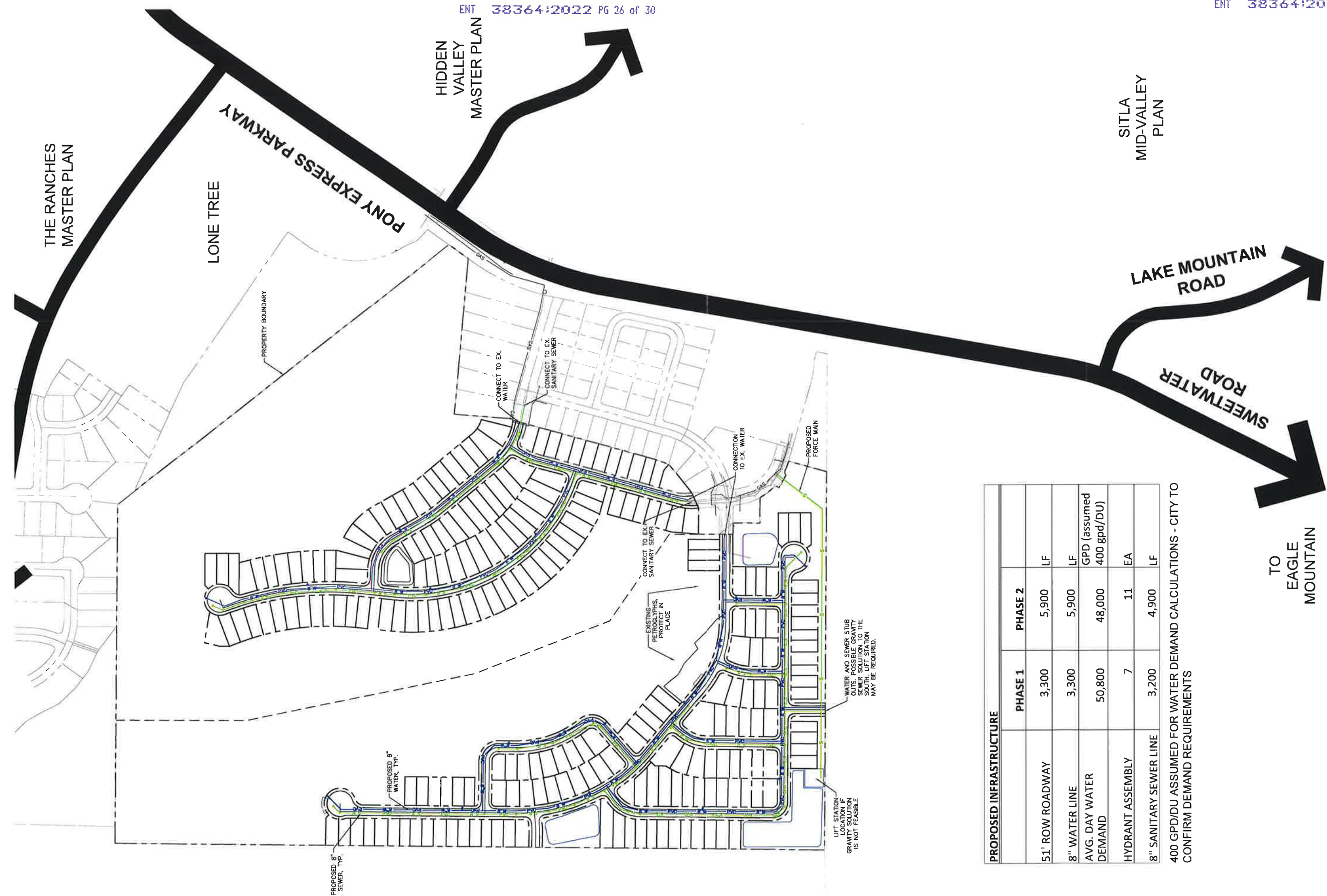
SCALE: APPROX.
0" = 75' 150' 300'

DRAWN BY: BR

DATE: 08/05/24

Kimley»Horn

Exhibit "D"
Infrastructure Map



| PROPOSED INFRASTRUCTURE | | PHASE 1 | PHASE 2 |
|-------------------------|--|---------|---------------------------------|
| 51' ROW ROADWAY | | 3,300 | 5,900 LF |
| 8" WATER LINE | | 3,300 | 5,900 LF |
| AVG. DAY WATER DEMAND | | 50,800 | 48,000 GPD (assumed 400 gpd/du) |
| HYDRANT ASSEMBLY | | 7 | 11 EA |
| 8" SANITARY SEWER LINE | | 3,200 | 4,900 LF |

400 GPD/DU ASSUMED FOR WATER DEMAND CALCULATIONS - CITY TO CONFIRM DEMAND REQUIREMENTS

Exhibit "E"
Notice of Decision



Master Development Plan, Site Plan, & Preliminary Plat NOTICE OF DECISION Oquirrh Mountain Ranch Phase B

On October 19, 2021, the Eagle Mountain City Council approved the Oquirrh Mountain Ranch Phase B Preliminary Plat, Site Plan, and Master Development Plan, Option B for parcel 58:048:0116 (about 102 acres – see attachment) with the following conditions:

1. All open space within the wildlife corridor, 330 feet on the northern edge of the project, and all property on both major hills shall be zoned OS-N with the Wildlife Corridor Overlay;
2. All other native open space shall be zoned OS-N;
3. All improved open space (OS-1 through OS-6) shall be zoned OS-I;
4. All residential pods shall be zoned RC;
5. If a lift station is necessary, it shall be owned and maintained by a HOA;
6. The approval of the MDP is conditional based on the approval of an amended MDA;
7. The side setbacks shall be a minimum of five feet, and ten feet on the garage side; and
8. The twenty feet of land along the southern border indicated as a buffer shall be divided and added into the adjacent lots, and an easement shall be placed upon the land should a lift station be required.

The City may require specific performance of Developer's obligations and City may withhold issuance of any further approvals or permits with the Project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

EAGLE MOUNTAIN CITY

By: 
Steve Mumford, AICP
Planning Director

Date: 1/24/2022

| SITE PLAN SUMMARY | | |
|-------------------|-------------|------|
| LAND USE | SFD | |
| TOTAL GROSS AREA | ± 120.40 ac | |
| DENSITY (dw./ac.) | 1.71 | |
| UNIT TYPE | UNIT COUNT | MIX |
| 45' x 100' | 58 | 28% |
| 50' x 100' | 80 | 39% |
| 55' x 100' | 68 | 33% |
| TOTAL | 206 | 100% |

NOTE: THIS YIELD STUDY IS FOR CONCEPTUAL PURPOSES ONLY AND REQUIRES DETAILED SITE PLANNING, ENGINEERING, AND CITY APPROVALS. ACREAGE IS ESTIMATED.

