

The resolution was approved, but the amendment to the Pole Canyon Annexation and Master Development Agreement was not executed.

05.21.2020

**RESOLUTION NO. R- -2020**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE FOURTH AMENDMENT TO THE POLE CANYON  
ANNEXATION AND MASTER DEVELOPMENT AGREEMENT**

*PREAMBLE*

The City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Fourth Amendment to the Pole Canyon Annexation and Master Development Agreement as set forth more specifically in Exhibit A.

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18<sup>th</sup> day of February, 2020.

EAGLE MOUNTAIN CITY, UTAH

\_\_\_\_\_  
Tom Westmoreland, Mayor

ATTEST:

\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18<sup>th</sup> day of February, 2020.

Those voting aye:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those voting nay:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

Those excused:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Jared Gray
- Carolyn Love

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Fionnuala B. Kofoed, MMC  
City Recorder

Posted on \_\_\_\_\_ by \_\_\_\_\_

# EXHIBIT A

**FOURTH AMENDMENT TO  
POLE CANYON ANNEXATION AND MASTER  
DEVELOPMENT AGREEMENT**

THIS FOURTH AMENDMENT TO POLE CANYON ANNEXATION AND MASTER DEVELOPMENT AGREEMENT (“*Amendment*”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between EAGLE MOUNTAIN CITY, a Utah municipal corporation (“*City*”), and OQUIRRH WOOD RANCH, LLC, a Utah limited liability company (“*OWR*”), on behalf of the “Pole Canyon Investment Group” (as defined in the Development Agreement).

**RECITALS:**

- A. The City and the Pole Canyon Investment Group (also referred to as the “PCIG”) are parties to that certain Pole Canyon Annexation and Master Development Agreement dated January 19, 2010, which was amended by the First, Second and Third Amendments to Pole Canyon Annexation and Master Development Agreement (collectively, the “*Development Agreement*”). All capitalized terms not otherwise defined in this Amendment shall have the same meaning given to such terms in the Development Agreement.
- B. In accordance with the Development Agreement, Neighborhood Planning Area 4 (NPA-4) consists of 118.94 acre and is allocated 655 units.
- C. The owner of the property in NPA-4 has submitted to the City an application for the J & J Ranches Subdivision preliminary plat, which is a 2-lot subdivision on 13 acres (the “Proposed Plat”).
- D. In accordance with Section 6.1 of the Development Agreement, the Developer is required to submit and obtain approval of a master development plan for each Neighborhood Planning Area prior to any development approval in that NPA.
- E. In order to facilitate approval of the Proposed Plat, the City has agreed to waive the requirement that a master plan for NPA-4 be submitted prior to approval of the Proposed Plat.

**AMENDMENT:**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and OWR, on behalf of the PCIG, agree as follows:

1. Waiver of Master Plan Requirement. City agrees that for purposes of the Proposed Plat only, City will not require a master development plan for NPA-4 prior to approval of the Proposed Plat.
2. Counterpart Signatures. This Amendment may be executed in counterparts, which, when compiled together shall constitute one and the same document. The exchange of electronic or facsimile copies of signatures to this Amendment shall for all purposes constitute original signatures.
3. Full Force and Effect. Except as expressly amended herein, the Development Agreement remains in full force and effect.

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

**CITY:**

EAGLE MOUNTAIN CITY, a Utah municipal corporation

ATTEST:

By: \_\_\_\_\_  
Fionnuala B. Kofoed, City Recorder

By: \_\_\_\_\_  
Tom Westmoreland, Mayor

**OWR (ON BEHALF OF THE POLE CANYON INVESTMENT GROUP):**

OQUIRRH WOOD RANCH, LLC, a Utah limited liability company

By: Shipp Ventures, Inc., a Utah corporation, its Manager

By: \_\_\_\_\_  
Nathan D. Shipp, President

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By: \_\_\_\_\_  
Tom Westmoreland, Mayor

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