

RESOLUTION NO. R-14-2015

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AMENDMENT # 1 TO THE SPRING RUN
ANNEXATION AND MASTER DEVELOPMENT AGREEMENT**

PREAMBLE


The City Council of Eagle Mountain City finds that it is in the public interest to approve Amendment #1 to the Spring Run Master Annexation and 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 Amendment #1 to the Annexation and Master Development Agreement as set forth in Exhibit A.
2. Amendment #1 to the Spring Run Annexation and 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 7th day of July, 2015.

EAGLE MOUNTAIN CITY, UTAH


Chris Pengra, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

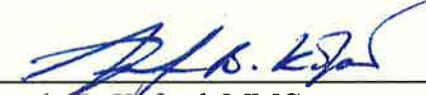
The above resolution was adopted by the City Council of Eagle Mountain City on the 7th day of July, 2015.

Those voting aye:

- ✓ Adam Bradley
- ✓ Donna Burnham
- ✓ Ryan Ireland
- ✓ Richard Steinkopf
- ✓ Tom Westmoreland

Those voting nay:

- Adam Bradley
- Donna Burnham
- Ryan Ireland
- Richard Steinkopf
- Tom Westmoreland



Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

**Amendment #1
to the Spring Run Annexation and Master Development Agreement**

This Amendment #1 (this "Amendment") to the Annexation and Master Development Agreement, dated May 5, 2012 (the "Agreement") is entered into between Eagle Mountain City, a municipal corporation of the state of Utah (the "City") and Twelve Horse Ranch, LLC, a Utah limited liability company, Two A, LLC, a Utah limited liability company, JD VI LLC, a Utah limited liability company, and Ralph B. Johnson collectively referred to as the "Developer" and is effective as of the 29 day of JULY, 2015.

Recitals

A. The Agreement pertains to property known as Spring Run (hereafter "Property").

B. The City Council has approved amendments to the land use map and related elements of the Property subject to amendment of the Agreement.

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

1. Land Use Plan. The Land Use Plan that is attached as Exhibit C to the Agreement is hereby amended and replaced by the Land Use Plan attached hereto as Exhibit 1. All changes in the Land Use Plan shall be incorporated into the Agreement, and in the event of any conflict between the Land Use Plan and any other provisions of the Agreement, the Land Use Plan shall be controlling.

2. Description of Changes.

A. Planning Areas 7 and 8. Planning Area 7 (Elementary School), Planning Area 8 (Residential) and Open Space – Neighborhood Park A (4.44 acres) are amended and replaced by Planning Area 7 (3.59 acre church site), Planning Area 8 (20.97 acre Residential area with an average density of 5.45 du/acre and a maximum of 72 single family units) and Open Space Neighborhood Park A (which is reduced to 3.72 acres). Section 7.1.2 of the Agreement shall continue to apply to Open Space Neighborhood Park A.

B. Planning Area 3. Planning Area 3 is amended to include 25.43 acres and changed from Commercial –Town Center to Residential. The average density in Planning Area 3 shall be 5.9 du/acre with a maximum of 150 single family units.

3. The above referenced agreement shall otherwise remain unchanged and un-amended.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.

CITY:

EAGLE MOUNTAIN CITY, a Utah municipal corporation

ATTEST:

By: [Signature]
Mayor

By: [Signature]
City Recorder

Approved as to Form:

[Signature]
City Attorney



DEVELOPER:

TWELVE HORSE RANCH, LLC, a TWO A, LLC
Utah limited liability company

By: [Signature]
Print Name: Ralph B. Johnson
Title: Manager

By: [Signature]
Print Name: JAMES F. ALLRED
Title: MANAGER TWO A, LLC

RALPH B. JOHNSON
[Signature]
Ralph B. Johnson

JD V LLC
By: [Signature]
Print Name: John D. HADFIELD
Title: Manager

EXHIBIT 1

LAND USE PLAN

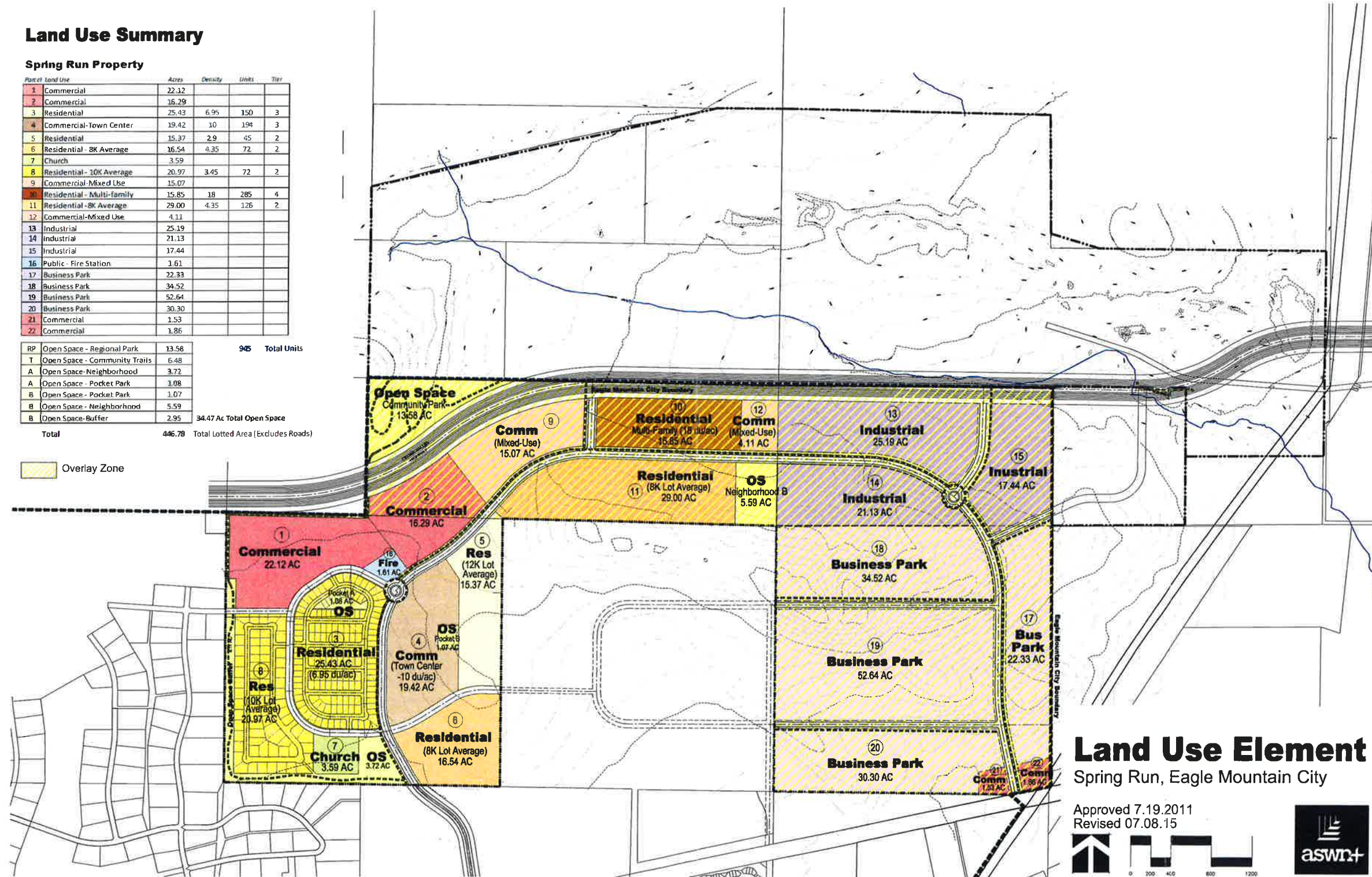
Land Use Summary

Spring Run Property

Parcel	Land Use	Acres	Density	Units	Tier
1	Commercial	22.12			
2	Commercial	16.29			
3	Residential	25.43	6.95	150	3
4	Commercial-Town Center	19.42	10	194	3
5	Residential	15.37	2.9	45	2
6	Residential - 8K Average	16.54	4.35	72	2
7	Church	3.59			
8	Residential - 10K Average	20.97	3.45	72	2
9	Commercial-Mixed Use	15.07			
10	Residential - Multi-family	15.85	18	285	4
11	Residential - 8K Average	29.00	4.35	126	2
12	Commercial-Mixed Use	4.11			
13	Industrial	25.19			
14	Industrial	21.13			
15	Industrial	17.44			
16	Public - Fire Station	1.61			
17	Business Park	22.33			
18	Business Park	34.52			
19	Business Park	52.64			
20	Business Park	30.30			
21	Commercial	1.53			
22	Commercial	1.86			

RP	Open Space - Regional Park	13.58				905	Total Units
T	Open Space - Community Trails	6.48					
A	Open Space - Neighborhood	3.72					
A	Open Space - Pocket Park	1.08					
B	Open Space - Pocket Park	1.07					
B	Open Space - Neighborhood	5.59					
B	Open Space - Buffer	2.95				34.47	Total Open Space
Total		446.78					Total Lotted Area (Excludes Roads)

 Overlay Zone



Land Use Element

Spring Run, Eagle Mountain City

Approved 7.19.2011
Revised 07.08.15

