

**RESOLUTION NO. R-03 -2018**

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,  
APPROVING THE SECOND AMENDMENT TO THE  
PORTER'S CROSSING TOWN CENTER  
MASTER DEVELOPMENT AGREEMENT**

*PREAMBLE*

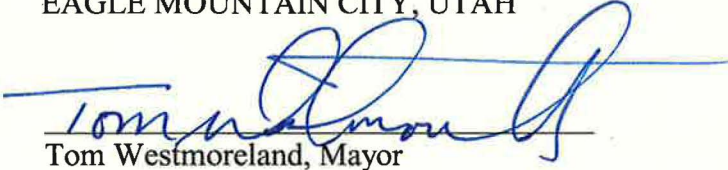
The City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the Second Amendment to the Porter's Crossing Town Center Master Development Agreement as set forth herein.

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

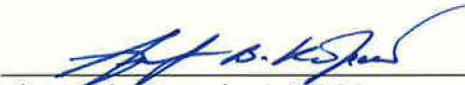
1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the proposed Second Amendment to the Porter's Crossing Town Center Master Development Agreement as set forth in Exhibit A.
2. The Second Amendment to the Porter's Crossing Town Center 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 5<sup>th</sup> day of June, 2018.

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 5<sup>th</sup> day of June, 2018.

Those voting aye:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves

Those voting nay:

- Donna Burnham
- Melissa Clark
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves

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

# EXHIBIT A



ENT 62736:2018 PG 1 of 43  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Jul 03 2:10 pm FEE 94.00 BY MA  
RECORDED FOR EAGLE MOUNTAIN CITY

When Recorded Return To:

Eagle Mountain City  
c/o Fionnuala Kofoed, City Recorder  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005

**EAGLE MOUNTAIN CITY**  
**SECOND AMENDMENT TO**  
**MASTER DEVELOPMENT AGREEMENT**  
**DATED MARCH 23, 2016**  
**FOR THE**  
**PORTER'S CROSSING TOWN CENTER**  
**MASTER DEVELOPMENT**

This SECOND AMENDMENT (“Second Amendment”) to the Master Development Agreement for Porter’s Crossing Town Center dated March 23, 2016 (“Prior Agreement”) is entered into between Eagle Mountain City, a Utah municipal corporation (“City”) and Pony Express Land Development, Inc. a Utah corporation (“Developer”) as of the date last executed below.

This Amendment is made with reference to the following facts.

A. All of the capitalized terms in this Second Amendment shall have the meanings specified in the Prior Agreement except as modified below.

B. The City and Developer have determined that it is in the best interest of the Parties to amend the Prior Agreement as set forth below.

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

1 **Definitions.** Sections 1.19 and 1.25 of the Prior Agreement are hereby modified and new Sections 1.31A – 1.35A are added to read as follows:

1.19. **Maximum Equivalent Residential Units (ERUs)** means the development on the Property (not including Pods 9 and 9b) of up to four Hundred and Seventy-Seven (477) Equivalent Residential Dwelling Units.



1.25. **Property** means that approximately 85.05 acres of real property owned or controlled by Developer as Exhibit 1A.

1.31A **Assisted Living Housing** means an apartment or housing unit that is designed for seniors who require regular medical attention from staff at the facility, or assistance with daily activities such as administration of medication, bathing and personal hygiene, housekeeping or transportation. Independent living units may include a kitchenette, but most meals are prepared and provided to residents from a central dining facility. Assisted living housing includes nursing homes and hospice care facilities.

1.32A. **Commercial or Institutional Use** means the use of a pod for a recreational facility, church, school (public, private or charter), daycare facility, medical or professional office, dance studio, library, municipal services facility or such other similar use.

1.33A. **Minimum Amenities** means those minimum amenities for the improvement of various Pods of Improved Open Space as specified in Exhibit "6A".

1.34A **RV Storage** means a secured outdoor surface lot for rentable storage of recreational vehicles, boats and trailers. Amenities include a road base storage lot, security fencing, operable gate with electronic security access. Prohibited activities include overnight camping, use of temporary power, water, sewer and maintenance or repairs of vehicles or equipment.

1.35A **Senior Housing** means an apartment or condominium style development, established in accordance with the Housing for Older Persons Act, 42 U.S.C. §3601, for use primarily for active and independent seniors who require little or no regular medical or personal care assistance from staff at the facility. Independent living units will typically include a full kitchen, parking for each unit, and amenities such as a washing machine and dryer.

2. **New Exhibits/References.** To the extent they are covered by this Amendment, Exhibits 1 (Legal Description), 2 (Zoning Map), 3 (Land Use Plan), 4 (Street Plan) and 5 (Parks and Open Space Concept Plan) are hereby superseded by Exhibits 1A, 2A, 3A, 4A, and 5A respectively. All references in the Prior Agreement to the Exhibits and the descriptions thereof are amended to refer to the corresponding new Exhibit (e.g., "Exhibit 1 (Legal Description)" shall be deemed to refer to "Exhibit 1A (Amended Legal Description)"). New Exhibits 6A (Development Costs Exhibit), 7A (Pod 2 Concept Plan), and 8A (Pony Express Expansion Area) are hereby added and incorporated by reference.

3. **Density.** Section 4 of the Prior Agreement is hereby deleted.

4. **Northwest Residential Area.** Section 9 of the Prior Agreement is hereby deleted and replaced with the following Section 9A.

9A. **Pod 10.** Pod 10 shall be developed for Commercial or Institutional Uses. The development on Pod 10 shall not be required to have any Tier parks, trails, open space or other amenities. Developer acknowledges that a portion of Pod 10 may be encumbered by easements and may be undevelopable due to those easements. Developer acknowledges and agrees that access to Pod 10 from the West will require development of City property for an access road, and City may withhold approval of access from the West due to traffic or other concerns of the City.

5. **Density.** Section 4 of the Prior Agreement is hereby deleted and replaced with the following Section 4A.

4A. **Density and Dedication/Improvements of Open Space.** The City has approved the Amended Land Use Plan (attached as Exhibit 3A) providing for the development of the Project in Pods. For each Pod, Developer shall be vested with the right to develop up to the maximum Density as indicated on the Amended Land Use Plan for the respective Pod. Developer acknowledges the maximum Density is a ceiling, and factors as parcel configurations, residential product specifications or building code requirements may limit the Developer's ability to build up to the maximum Density in any given Pod. Developer shall dedicate to the City and improve required open space and amenities as follows:

4A.1. **Pod 9a.** The City and Developer intend that Pod 9a will be dedicated to the City in accordance with Section 10A.4 below, for development of a regional trail and public recreational facility, and related parking and improvements, which may include concessions and retail facilities (the "**Recreational Facility**"). The exact details of the Recreational Facility are unknown at this time, but the anticipation of the Parties is more fully specified in new Section 10A, below. The development on Pod 9a for a recreational facility shall not require any Tier parks, trails, open space or other amenities. The deed of dedication shall contain a restrictive covenant limiting the use of Pod 9a for a Recreational Facility.

4A.2. **Pod 15.** Developer desires to utilize Pod 15 for RV Storage. Developer acknowledges that City has concerns with the impact of the proposed RV Storage on neighboring properties, but Developer believes it can design the RV Storage to mitigate or eliminate such impacts. Accordingly, in order for the RV Storage to be reviewed for approval, Developer shall submit to the City a site plan for the proposed RV Storage which shall include detailed information regarding the visual impacts, the type and height of fencing, procedures to limit noise and disturbance to surrounding neighbors, lighting and security, and gate and security access. The City shall approve the RV Storage if the Developer is able to mitigate or eliminate all reasonable concerns of the Planning Commission and City Council related to impacts of the RV Storage.

4A.3. **Pod 9b.** Pod 9b shall be developed for either Senior Housing,



Assisted Living Housing or Commercial or Institutional Uses. Senior Housing or Assisted Living Housing buildings shall not exceed five (5) stories in height and shall include off-street parking in accordance with Chapter 17.55 of the Vested Laws. Pod 9b shall not be required to have any improved park space, but will include amenities based on the number of Senior Housing units.

4A.4. **Pod 2.** Pod 2 shall be developed for commercial, residential or mixed use in accordance with the City's Vested Laws. No more than 180 ERUs shall be developed on Pod 2. Developer may construct as much commercial, retail or office uses in Pod 2 as may be allowed by the Vested Laws. No commercial uses are required as a condition of developing the ERUs, but Developer acknowledges that City would prefer that Developer includes commercial development in Pod 2, and Developer shall use commercially reasonable effort to include commercial uses in Pod 2. Developer has prepared a concept plan for Pod 2 that includes a central plaza area. A copy of the Pod 2 Concept Plan is attached hereto as Exhibit 7A. The parties acknowledge that the Pod 2 Concept Plan is only conceptual, but Developer acknowledges that the City would prefer the plaza concept over traditional road designs and Developer shall use commercially reasonable effort to develop Pod 2 with the plaza concept. The ERUs may be of any type of residential units in a "vertical" or "horizontal" mixed use setting.

8. Park and Improved **Open Space.** Sections 8 and 10 are hereby deleted and replaced with the following new sections:

8A. **Improved Open Spaces and Trails.**

8A.1. **Park Plan.** In accordance with the City's Vested Code and the City bonus density structure, Developer must provide sufficient Improved Open Space to meet the City's residential bonus density entitlements and improved open space points requirements for the number of ERUs in the Project (excluding Pod 9b). Developer has submitted a proposed Park Plan that depicts the layout and proposed Minimum Improvements for Pods 3b, 3d and 3e. A copy of the Park Plan is attached hereto as Exhibit 5A. The City has reviewed the Park Plan and the City accepts the layout, design and improvements of the parks, trails and open space.

8A.1.1 **Re-location of Minimum Improvements.** The City acknowledges that some of the Minimum Improvements shown on Exhibit 5A and described in Exhibit 6A may be constructed on Pod 2.

8A.2 **Dedication and Improvement of Improved Open Space.**

8A.2.1 **Park Dedication/Improvement Schedule.**

- a. Pod 3b. Pod 3b shall be improved in accordance with the Park Plan and dedicated to the City along with the first recorded subdivision plat for Pod 4. In accordance with Chapter 16.35.105.A(10) of the Vested Laws, if Pod 3b is not fully improved at the time it is dedicated to the City, at the time of recording each plat Developer shall provide a cash bond, or other form of bond acceptable to the City, in the amount of 150% of the pro-rata cost of the anticipated improvements in Pod 3b to guarantee construction and installation of the require improvements. Pod 3b shall be completed no later than issuance of 80% of the approved building permits in Pod 4.
- b. Pod 3d. Pod 3d shall be improved in accordance with the Park Plan and dedicated to the City along with the first recorded subdivision plat for Pod 6a. In accordance with Chapter 16.35.105.A(10) of the Vested Laws, if Pod 3d is not fully improved at the time it is dedicated to the City, at the time of recording each plat Developer shall provide a cash bond, or other form of bond acceptable to the City, in the amount of 150% of the pro-rata cost of the anticipated improvements in Pod 3d to guarantee construction and installation of the require improvements. Pod 3d shall be completed no later than issuance of 80% of the approved building permits in Pod 6a.
- c. Pod 3e. Pod 3e shall be improved in accordance with the Park Plan and dedicated to the City along with the first recorded subdivision plat for Pod 6b. In accordance with Chapter 16.35.105.A(10) of the Vested Laws, if Pod 3e is not fully improved at the time it is dedicated to the City, at the time of recording each plat Developer shall provide a cash bond, or other form of bond acceptable to the City, in the amount of 150% of the pro-rata cost of the anticipated improvements in Pod 3e to guarantee construction and installation of the require improvements. Pod 3e shall be completed no later than issuance of 80% of the approved building permits in Pod 6b.

8A.3. Ongoing Maintenance. Upon the acceptance by the City of any improvements to Pods 3b, 3d, and 3e the City shall be responsible for all ongoing maintenance and operation thereof.

#### 10A. Contributions and Reimbursements for Recreational Facility.

##### 10A.1 In-Lieu Fee for Park and Open Space Improvements.

Developer agrees that the park and open space improvements, as detailed in the Park Plan, do not meet the City's required park and open space improvements for Pods 2, 4, 6a and 6b. Accordingly, Developer agrees to contribute to the City the amount of **\$697,496.00** as explained on Exhibit 6A (the "Park In-Lieu Fee") towards completion of the Recreational Facility as detailed in Section 10A.4 below. Developer shall pay the Park In-Lieu Fee to the City prior to recording



any subdivision plat for Pods 2 or 4. City shall hold the funds in trust until disbursement of the funds in accordance with Section 10A.6. City acknowledges that Developer may construct additional park and open space amenities, in which case the Park In-Lieu Fee will be adjusted to reflect the cost of the additional amenities constructed by Developer. In addition, Developer shall be entitled to modify the Park In-Lieu Fee if Developer determines that the actual cost of constructing the facilities would have been less than \$697,496.00.

**10A.2. In-Lieu Fee for Pool and Clubhouse Improvements.**

Developer agrees that one or more pools or clubhouses would normally be required for development of Pods 2 and 4 based on the approved densities for each of those Pods. City and Developer agree that the Recreational Facility would meet the needs of the community with respect to the pool and clubhouse requirement. Accordingly, City agrees that Developer shall not be required to construct a pool or clubhouse in Pods 2 or 4 to meet the City bonus density requirements. In exchange, Developer agrees to contribute to the City the amount of **\$900,000.00** as explained on Exhibit 6A (the “**Pool/Clubhouse In-Lieu Fee**”) towards completion of the Recreational Facility as detailed in Section 10A.4 below. Developer shall pay the Pool In-Lieu Fee to the City prior to recording any subdivision plat for Pods 2 or 4. City shall hold the funds in trust until disbursement of the funds in accordance with Section 10A.6. City acknowledges that Developer may construct one or both of the pools/clubhouses, in which case the Pool/Clubhouse In-Lieu Fee will be adjusted to reflect the cost of the pool/clubhouse constructed by Developer. In addition, Developer may modify the Pool/Clubhouse In-Lieu Fee if Developer determines that the actual cost of constructing the facilities would have been less than \$900,000.00.

**10A.3. In-Lieu Fee for Senior Housing.** City agrees that the proposed Assisted Living Housing or Senior Housing on Pod 9b will benefit from the Recreational Facility, and that the City is waiving the requirement for a pool /clubhouse in the Assisted Living Housing and Senior Housing based on the proximity to the Recreation Facility. In addition, the City is waiving the requirement for the Assisted Living Housing to provide any improved park and open space. Accordingly, because it is unknown how many units of Senior Housing will be constructed, at the time of issuance of building permits for any Senior Housing (but not Assisted Living Housing) on Pod 9b, Developer shall contribute to the City an In-Lieu Fee towards completion of the Recreational Facility, as determined by the City’s Vested Laws (the “**Senior Housing Fee**”), and as detailed in Section 10A.5 below. City shall hold the funds in trust until disbursement of the funds in accordance with Section 10A.6. City acknowledges that Developer may choose to install park and open space improvements in Pod 9b to serve the Senior Housing (such as a pickle ball court, courtyard/garden area, putting green, etc.) and to the extent that Developer provides such park and open space amenities, Developer shall be entitled to a credit against the Senior Housing

Fee for the reasonable value of such amenities.

10A.4 Donation of Pod 9a. In order to facilitate the construction of the Recreational Facility, Developer agrees to dedicate to the City, free and clear of all financial liens or encumbrances, the approximately 8 acres of Pod 9a (the “**Recreational Facility Parcel**”) if City requests in writing that Developer dedicate the Recreational Facility Parcel to City on or before January 1, 2020 unless the City and Developer have agreed in writing to a different date. The City and Developer agree that, in accordance with Section 10A.6, and as explained on Exhibit 6A the City shall reimburse the Developer for the Recreational Facility Parcel the amount of \$600,000.00 (the “**Recreational Facility Parcel Reimbursement**”).

10A.5. Additional Funding for Recreational Facility. Developer acknowledges that in order for the City to complete the Recreational Facility, City may require that Developer advance funds to the City, subject to reimbursement from the collection of impact fees or other sources of funds available to the City, for Development of the Recreational Facility. If requested in writing by City prior to January 1, 2020, Developer shall, within thirty (30) days of such request, contribute to the City the amount of \$2,600,000.00, less any amounts already contributed for the Pool/Clubhouse In-Lieu Fee, the Park In-Lieu Fee, or the Senior Housing Fee (the “**Additional Funding**”). In other words, the total amount of cash contribution to City by Developer, including the Pool/Clubhouse In-Lieu Fee, the Park In-Lieu Fee, and the Senior Housing Fee, shall be \$2,600,000.00. City shall hold the funds in trust until disbursement of the funds in accordance with Section 10A.7.

10A.6. Reimbursement for Contributions. Prior to City requesting dedication of the Recreation Facility Parcel or the Additional Funding, City shall enter into a reimbursement agreement with Developer to reimburse Developer for the Recreational Facility Parcel and the Additional Funding (the “**Reimbursement Amount**”). Exhibit 6A is a spreadsheet showing how the Reimbursement Amount is intended to be calculated based on the costs estimated by the Parties at the time of the execution of this Amendment. City and Developer acknowledge and agree that reimbursement agreement will provide for reimbursement to Developer for the total Reimbursement Amount from the collection of impact fees.

10A.7. Use of Funds. In order to complete the Recreation Facility, City will need to obtain additional funding. If prior to January 1, 2021, City is able to obtain sufficient funds to complete and operate the first phase of a Recreational Facility, City may utilize the Pool/Clubhouse In-Lieu Fee, the Park In-Lieu Fee and the Additional Funds towards completion of the Recreation Facility. City shall, prior to use of the funds, provide to Developer a detailed plan



with respect to development of the Recreational Facility.

10A.8. Alternate Zoning / Development of Pod 9a and Use of Funds. If City fails to obtain the funding to construct the Recreational Facility by January 1, 2021, City shall notify Developer that it does not intend to construct the Recreational Facility. Upon such notice from the City, Pod 9a shall be automatically zoned either as Residential (with densities not to exceed the density in Pod 6b), or as Commercial or Institutional Use. Developer shall be required to meet the City Vested Code and City bonus density structure if Pod 9a is zoned as Residential. Any alternative zoning Pod 9a shall include, at a minimum, a one (1) acre park improved to the City's minimum standards. Any Pool/Clubhouse In-Lieu Fee, Park In-Lieu Fee, or Senior Housing Fee shall be utilized by Developer to make improvements in the Pod 9a Park, or additional improvements in Pods 2, 3b, 3d or 4.

9. Pony Express Road Reimbursement. A new Section 17A is added to read as follows:

17.A. Pony Express Road Reimbursement. In conjunction with the execution of this Agreement, Developer shall dedicate to the City approximately 1.025 acres for the expansion of Pony Express Parkway, as shown on the attached Exhibit 8A. The City acknowledges that Developer will be seeking a tax benefit for this dedication pursuant to Section 14 of the Master Development Agreement and the City shall reasonably and lawfully cooperate in this effort.

10. Sewer Lift Station. A new section 18A is added to read as follows:

18A. Sewer Lift Station. Contemporaneously with the construction of the infrastructure for Pod 6b Developer shall, at its own cost, design and construct a sewer lift station to the specifications of the City at the location shown on Exhibit 3A. The City shall grant Developer all necessary rights to construct the sewer lift station on the location that is owned by the City as shown on Exhibit 3A. After the City accepts ownership of the lift station the operation and maintenance of the lift station shall be the City's.

Dated this 14 day of June, 2018.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: [Signature]

Print Name: Khosrow B. Semnani

Title: Manager

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

On the 14<sup>th</sup> day of June, 2018, personally appeared before me Khosrow B. Serghou, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Pony Express Land Development, Inc.



[Signature]  
NOTARY PUBLIC



ATTEST:

**EAGLE MOUNTAIN CITY**

[Signature]  
City Recorder

[Signature]  
Tom Westmoreland, Mayor

Approved as to form:

[Signature]  
City Attorney

STATE OF UTAH )  
 )  
COUNTY OF UTAH )

On the 13 day of June, 2018, personally appeared before me Tom Westmoreland, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Eagle Mountain City

[Signature]  
NOTARY PUBLIC

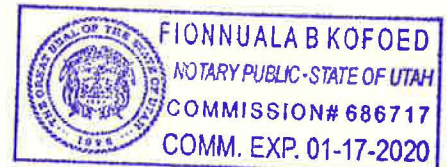


EXHIBIT 1A

Amended Legal Description



# LEGAL DESCRIPTION

## EXHIBIT 1A

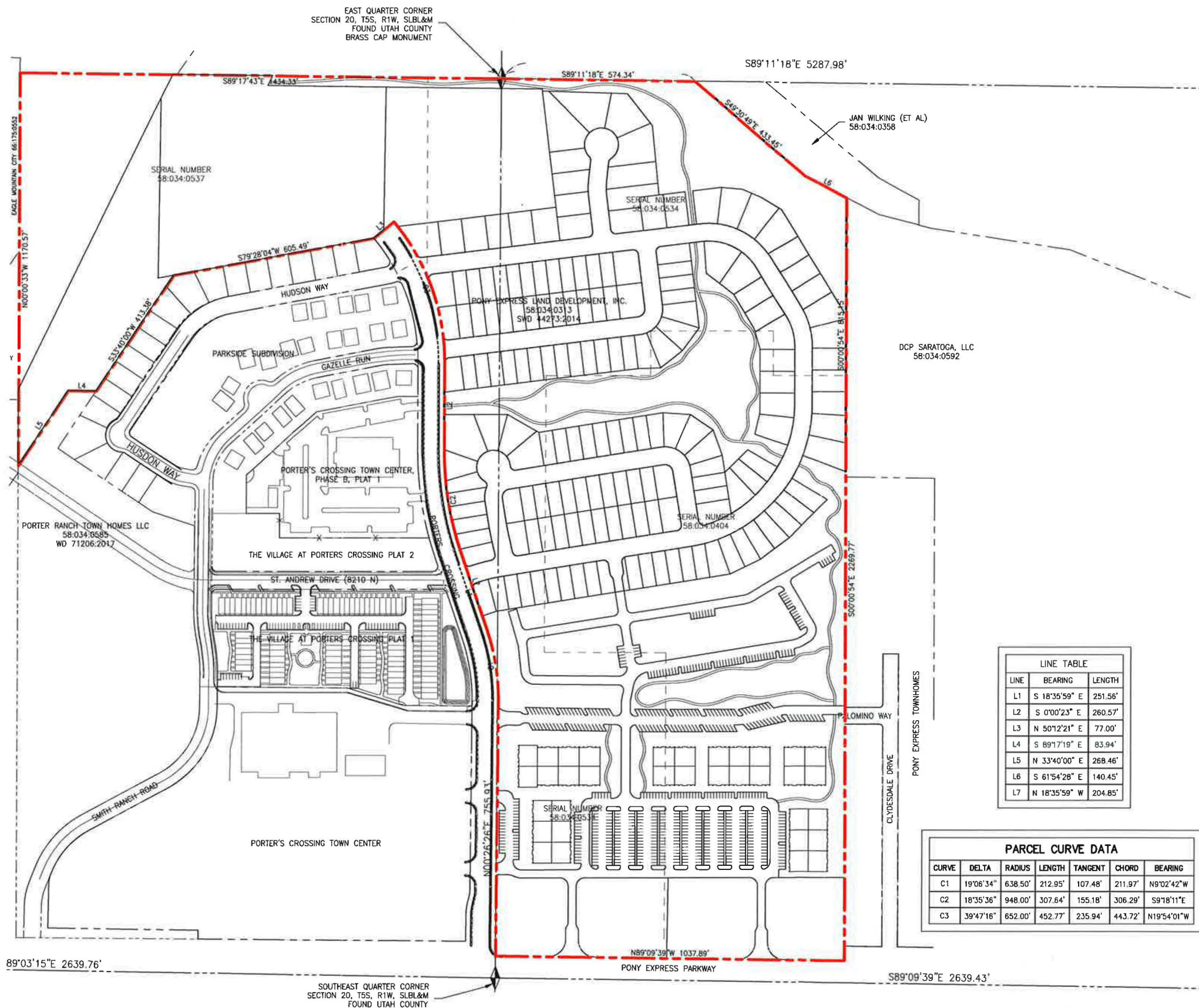
### PORTERS CROSSING - DESCRIPTION

#### PORTERS CROSSING - OVERALL DEVELOPMENT - DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 20, Township 5 South, Range 1 West, Salt Lake Base & Meridian and in the Southwest Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, in Eagle Mountain City, Utah County, Utah, more particularly described as follows:

**BEGINNING** at a point which is 66.00 feet North 00°11'38" East along the Section line and 0.50 feet North 89°09'39" West from the Southeast corner of said Section 20, said point is on the easterly right-of-way line of Porters Crossing Road as shown on Porter's Crossing Town Center, recorded Sept. 24, 2013 as Entry No. 90696:2013 and running thence northerly along said Road and the northerly extension thereof as shown on Porter's Crossing Town Center, Phase B, Plat 1 recorded July 14, 2014 as Entry No. 48061:2014 North 00°26'26" East 756.70 feet to a point of curvature with a 638.50 foot radius curve to the left; thence Northwesterly 212.18 feet along said Road and the arc of said curve through a central angle of 19°02'25" (chord bears North 09°04'47" West 211.21 feet) to a tangent line; thence North 18°35'59" West 251.56 feet along said Road to a point of curvature with a 948.00 foot radius curve to the right; thence Northerly 307.64 feet along said Road and the arc of said curve through a central angle of 18°35'36" (chord bears North 09°18'11" West) to a tangent line; thence North 00°00'23" West 260.57 feet along said Road and the northerly extension thereof as shown on Parkside Subdivision, recorded February 23, 2015 as Entry No. 13765:2015 to a point of curvature with a 652.00 foot radius curve to the left; thence Northerly 452.77 feet along said Road and the arc of said curve through a central angle of 39°47'16" (chord bears North 19°54'01" West 443.72 feet); thence leaving said Road South 50°12'21" West 77.00 feet along said Parkside Subdivision; thence South 79°28'04" West 605.49 feet along said Subdivision; thence South 33°40'00" West 413.38 feet along said Subdivision to a point on the northerly boundary line of that certain property described in a Warranty Deed, Entry No. 71206:2017; thence North 89°17'19" West 83.94 feet along said property; thence South 33°40'00" West 268.46 feet along said property to the easterly boundary of that certain property described in Warranty Deed, Entry No. 134873:2007; thence North 00°00'33" West 1170.58 feet along said property and the northerly extension thereof along the easterly boundary of that certain property described in the Quit Claim Deed, Entry No. 47776:2013 and the easterly boundary of Showdown @ Eagle's Gate @ Prairie Gate Ranch, recorded Oct. 10, 2006 as Entry No. 133563:2006 to the Quarter Section line of said Section 20 and the southerly boundary line of that certain property identified as Serial No. 58:034:0539; thence South 89°17'43" East 1434.33 feet along said property and the easterly extension thereof along the southerly boundary of that certain property identified as Serial No. 38:474:0001 to the East Quarter corner of said Section 20; thence South 89°11'18" East 574.34 feet along the Quarter Section line and the southerly boundary of that certain property as described in the Special Warranty Deed, Entry No. 13686:2006 to a point on the southwesterly boundary of that certain property identified as Serial No. 58:034:0358; thence South 49°30'49" East 433.45 feet along said property; thence South 61°54'28" East 140.45 feet to a point on the westerly boundary of that certain property identified as Serial No. 58:034:0592; thence South 00°00'54" East 2269.77 feet along said property and the southerly extension thereof along the westerly boundary of the Pony Express Townhomes, recorded Sept. 16, 2015 as Entry No. 84771:2015 to the Northerly right of way of Pony Express Parkway; thence North 89°09'39" West 1037.89 feet along said Road to the POINT OF BEGINNING.

Containing 85.00 acres, more or less



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 18°35'59" E	251.56'
L2	S 0°00'23" E	260.57'
L3	N 50°12'21" E	77.00'
L4	S 89°17'19" E	83.94'
L5	N 33°40'00" E	268.46'
L6	S 61°54'28" E	140.45'
L7	N 18°35'59" W	204.85'

PARCEL CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	19°06'34"	638.50'	212.95'	107.48'	211.97'	N9°02'42"W
C2	18°35'36"	948.00'	307.64'	155.18'	306.29'	S9°18'11"E
C3	39°47'16"	652.00'	452.77'	235.94'	443.72'	N19°54'01"W

# Porter's Crossing Village Center



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EXHIBIT 2A

Amended Zoning Map







EXHIBIT 3A  
Amended Land Use Plan




# LAND USE PLAN

## EXHIBIT 3A

### LAND USE SUMMARY:

Pod	Land Use Description	Acreage	Units	Density
1	Commercial <i>Retail Pads</i>	4.9		
2	Mixed Use <i>Residential above Retail</i>	11.6	180	15.5 du/ac.
3	Community Open Space <i>Parks</i>	12.7		
4	Multi-Family Residential <i>Attached Town Homes</i>	7.6	128	16.8 du/ac.
6	Single Family Residential <i>Detached Single Family Homes</i>	27.4	169	6.2 du/ac.
9a	Institutional <i>Recreation Center, Assited Living &amp;/or Charter School</i>	12.3		
10	Civic Uses <i>Church Site</i>	5.0		
11	Single Family Residential <i>5,500+ s.f. Lots - Existing</i>	12.3	61	5.0 du/ac.
12	Civic Uses <i>Church Site - Existing</i>	4.0		
13	Single & Multi-Family Residential <i>Detached Homes &amp; Attached Town Homes</i>	6.5	104	16.0 du/ac.
14	Multi-Family Residential <i>Attached Town Homes - Existing</i>	10.0	90	9.0 du/ac.
15	Community Open Space <i>Utility Corridor Open Areas</i>	4.0		
16	Commercial <i>Neighborhood Retail - Existing</i>	16.9		
<b>Total</b>			<b>732 Residential Units</b>	

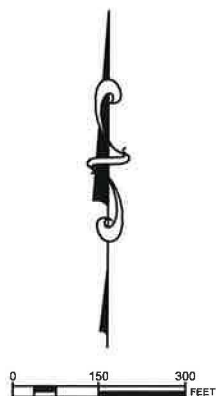
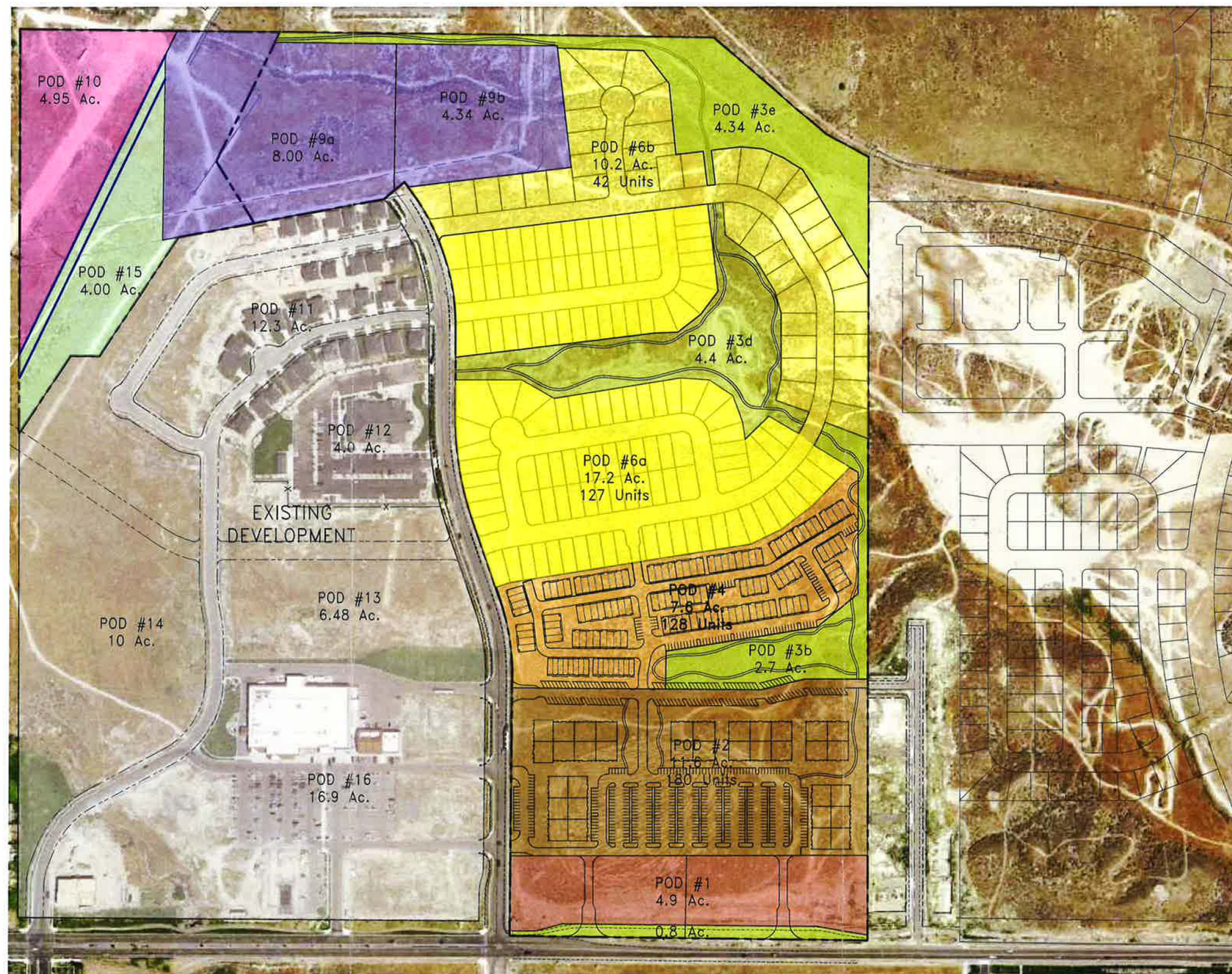
 30' Wide Trail Corridor  
For Future Trail

### GENERAL NOTES:

THE INFORMATION DEPICTED ON THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION AND REVISION. ALL LAND USES, ACREAGE CALCULATIONS, DENSITY CALCULATIONS, LOT SIZES, ROAD WIDTHS AND LOCATIONS OF VARIOUS COMPONENTS OF THE PLAN ARE BASED ON PRELIMINARY DATA, TOPOGRAPHY, BOUNDARIES AND DESIGN PARAMETERS.

SITE LAYOUTS, INCLUDING ROADS, PARKING, BUILDINGS, LOT AND OPEN SPACE AREA AMENITIES ARE ILLUSTRATIVE IN NATURE AND SUBJECT TO FINAL SITE DESIGN AND MUNICIPAL APPROVAL PROCESSES.

UNIT TOTALS SHOWN FOR EACH PARCEL MAY SURPASS ALLOWABLE PROJECT DENSITY TO ALLOW FOR ADJUSTMENT IN DESIGN.



# Porter's Crossing Village Center Plan





EXHIBIT 4A

Amended Street Plan



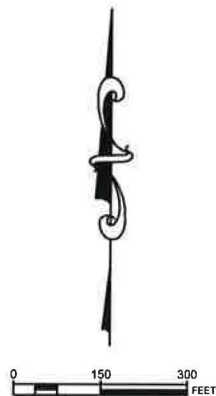
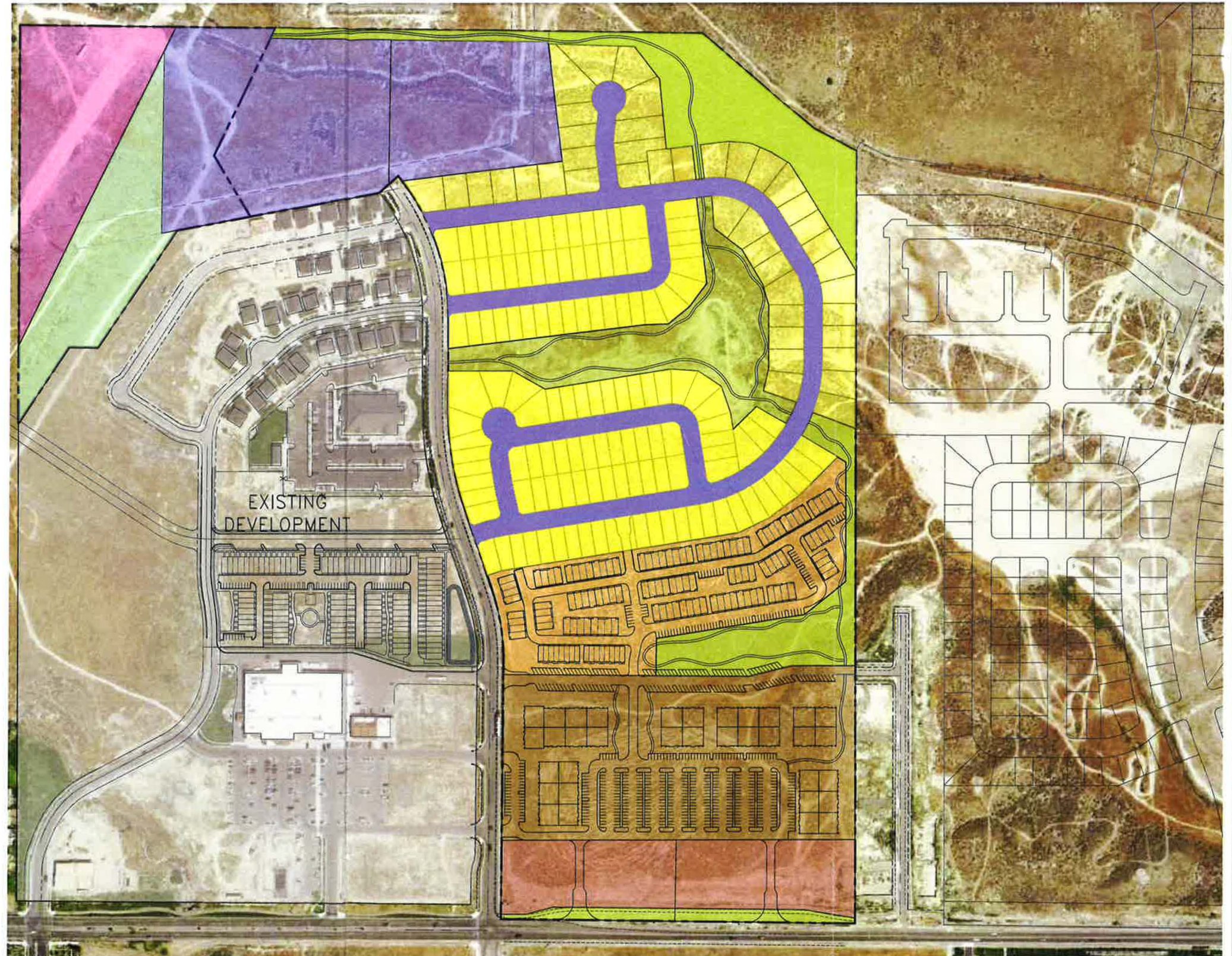
# STREET PLAN

EXHIBIT 4A

## ROAD DESIGNATIONS



LOCAL NEIGHBORHOOD  
STREET 53' ROW



# Porter's Crossing Village Center Plan



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EXHIBIT 5A

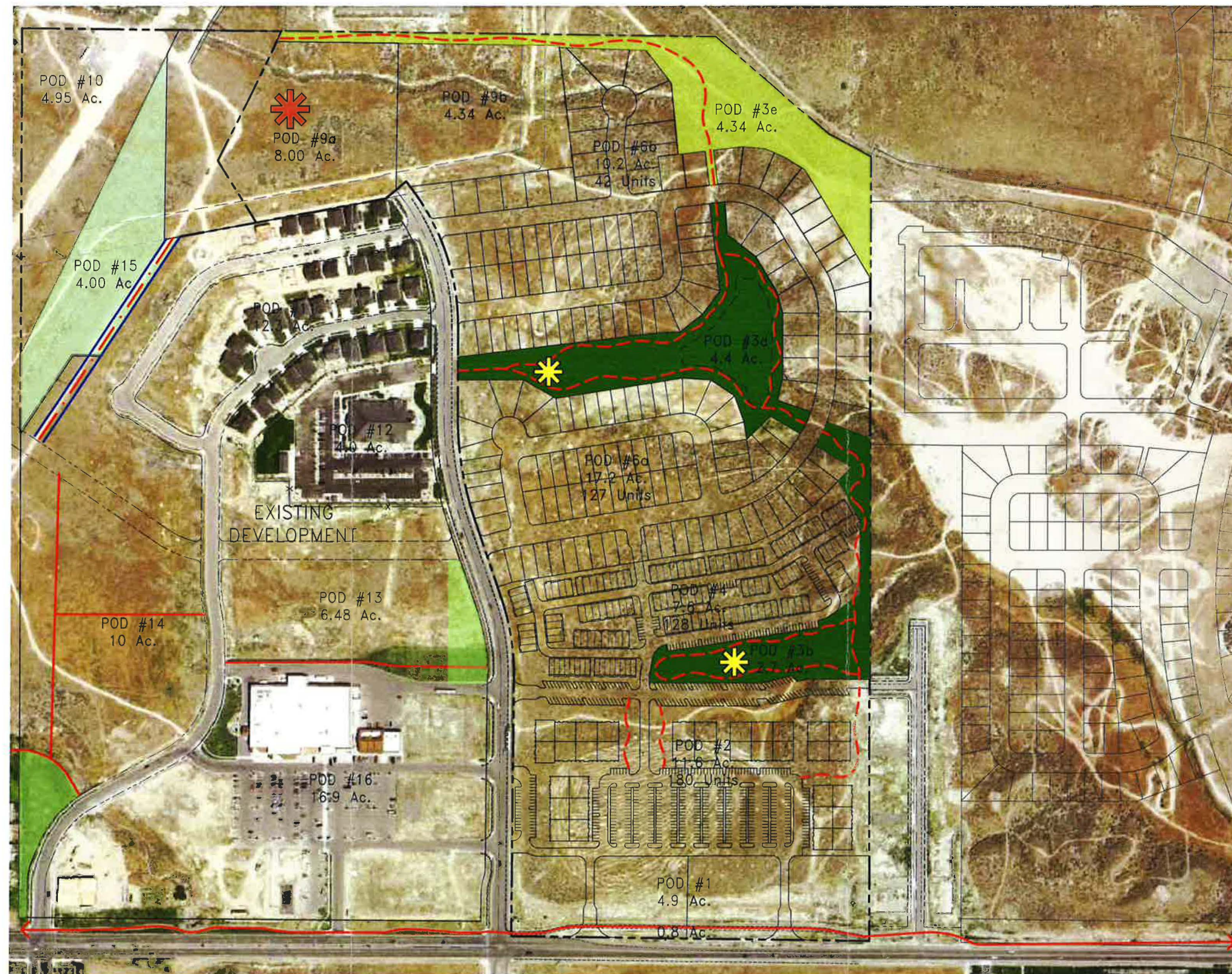
Amended Park Plan



# PARKS-RECREATION COMPONENTS

## EXHIBIT 5A

-  Club Facility, Pool and or/spa
-  Recreational Feature
-  MULTI-USE WALK, PATH, OR TRAIL 7,038 LF
-  Future Pathway Construction (By Others) 699 LF
-  External Pathway Construction
-  Parks – Improved Open Space
-  Native Open Space
-  Open Space Within Utility Corridor
-  Previously Dedicated Open Space And Recreational Areas
-  10 Year Storm Basin Area 51,246 SF
-  30' Wide Trail Corridor For Future Trail



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# Porter's Crossing Village Center Plan





EXHIBIT 6A

Reimbursement Amount Calculated Examples

**Porters Crossing Town Center  
Parks and Open Space Development Cost Estimates  
EXHIBIT 7a**

	PODS			Totals
	2	4	6a, 6b	
<i>Project Acreage</i>	12	10	36	58
<i>Number of DU</i>	180	128	169	477
<i>Open Space Acreage Required</i>	4.13	2.94	3.88	10.95
<i>Amenity Points Required</i>	413	294	388	1,095

**SECTION 1 - PARKS & OPEN SPACE IMPROVEMENTS**

**Contribution for Required Open Space-**  
*(Developer reserves the right to improve Pod 3e as improved open space at its own expense.)*

	Total
3.86 Acres x \$3.50 Per Square Foot	\$ 588,496
218 Amenity Points x \$500 Per Point	\$ 109,000
	\$ 697,496

**Pool and Clubhouse Costs**

Pools	\$ 300,000	\$ 300,000	\$ 600,000
Clubhouses	\$ 150,000	\$ 150,000	\$ 300,000
	\$ 450,000	\$ 450,000	\$ 900,000

**SECTION 2 - PARKS & OPEN SPACE IMPROVEMENTS WITH RECREATION CENTER DEVELOPMENT**

**City Council and Staff Minimum Recommended Open Space Improvements**

	Points	76	307	495	878
Benches-10 Total, (2 Points per Bench), \$800/Bench	20	\$ 4,800	\$ 1,600	\$ 1,600	\$ 8,000
Pavillions-2 Total(4pts/100 SF), 900 SF Each \$33.33/SF	36		\$ 30,000	\$ 30,000	\$ 60,000
Basketball-1 Half Court, 1,320 SF, (100pts/6,600 SF)\$ 18.94/SF	20	\$ 25,000			\$ 25,000
Trees-100trees Total,( 2 pts/5 Trees), \$200/Tree	20	\$ 4,000	\$ 6,000	\$ 10,000	\$ 20,000
Swings-1 Total (7 pts/4+ Swings)	7		\$ 3,500		\$ 3,500
Playground Version 1-1 Total	160		\$ 80,000		\$ 80,000
Playground Version 2-1 Total	180			\$ 90,000	\$ 90,000
Playground Disc Swing-1 Total (\$6,600 @ 13pts)	13			\$ 6,600	\$ 6,600
Trails (6 pts/100 Linear Feet) 7,038 LF*\$17/LF	422	\$ 11,200	\$ 32,000	\$ 76,500	\$ 119,700
<b>Total Minimum Recommended Amenities</b>	<b>878</b>	<b>\$ 45,000</b>	<b>\$ 153,100</b>	<b>\$ 214,700</b>	<b>\$ 412,800</b>

**SECTION 3 - RECREATION CENTER FUNDS RECONCILIATION**

**Estimated Developer Savings to be Diverted to Recreation Center Construction**

Funds Available for Recreation Center Construction From Amenities in Parks	\$ 697,496
Funds Available for Recreation Center Construction From Pool and Clubhouse Savings	\$ 900,000
<b>Total Developer Contribution for Recreation Center</b>	<b>\$ 1,597,496</b>

**Estimated Developer Funds to be Recovered from Fee Reimbursement Agreement**

Developer Advance Funding Provided to Recreation Center-Per Agreement with City	\$ 2,600,000
Land Value to the City for Recreation Center (5.48 Acres at \$2.51 per Square Foot) See Note (1)	\$ 600,000
Estimated Developer Savings From Required Improvements to Open Space	\$ (697,496)
Estimated Developer Savings from Required Clubhouse and Pool	\$ (900,000)
<b>Excess Developer Funding Towards Recreation Center (Subject to Fee Reimbursement Agreement)</b>	<b>\$ 1,602,504</b>

**Notes**

(1)-Actual acreage deeded to City is 8 acres, including property in power corridor.

EXHIBIT 7A

Pod 2 Design Concept

# PHASE I

## RETAIL AREA:

- 28,000 SF

## APARTMENT UNITS:

- 78

## REQUIRED RETAIL PARKING:

- 1 SPACE PER 300 SF
- 28,000 SF/300 = 94 SPACES

## REQUIRED APARTMENT PARKING:

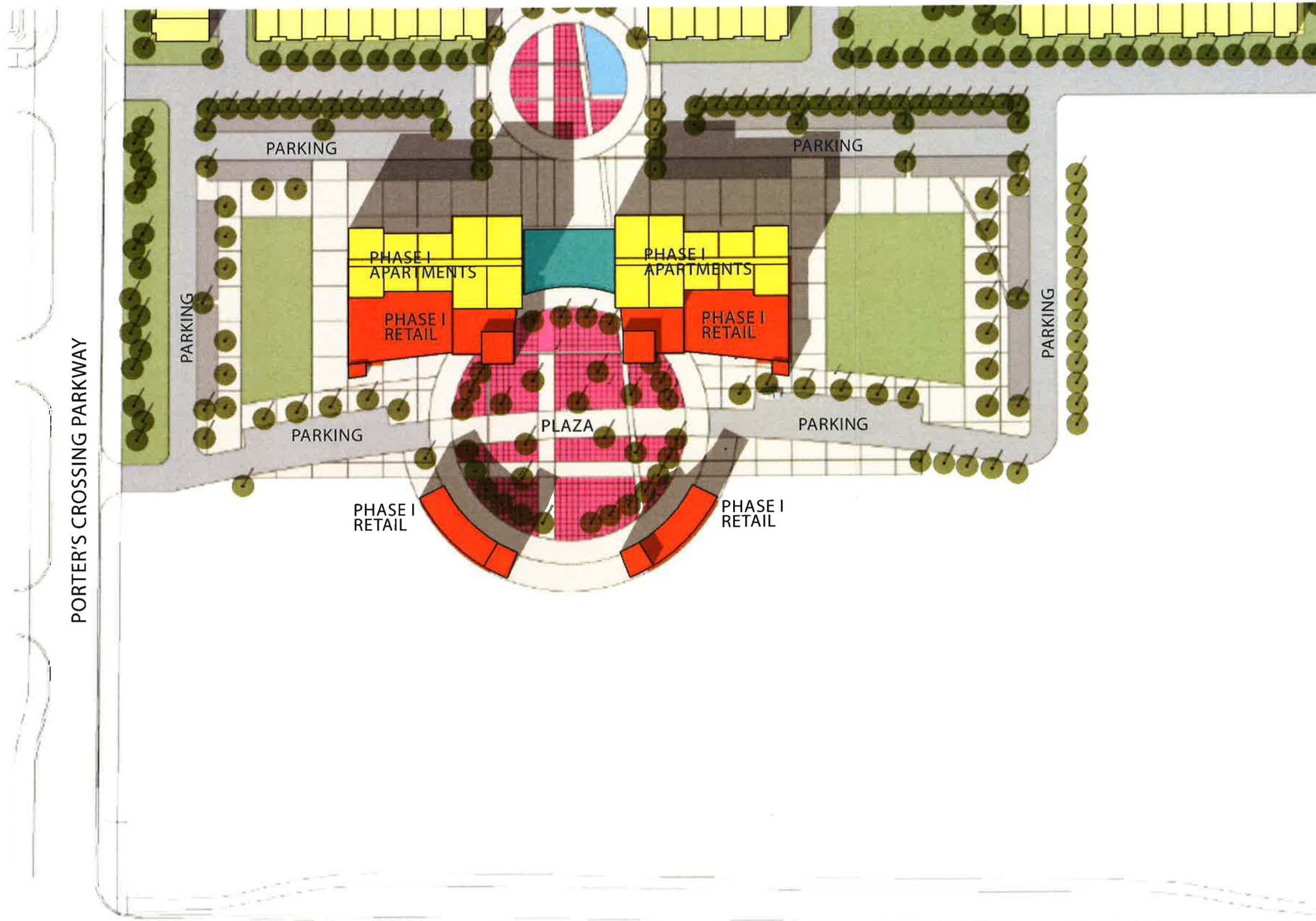
- 2 SPACES PER UNIT + 1 VISITOR SPACE FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY BE SHARED WITH RETAIL
- 78 SPACES

## TOTAL REQUIRED PARKING:

- 172 SPACES

## TOTAL PARKING PROVIDED:

- 174 SPACES



PORTER'S CROSSING PARKWAY

PONY EXPRESS PARKWAY

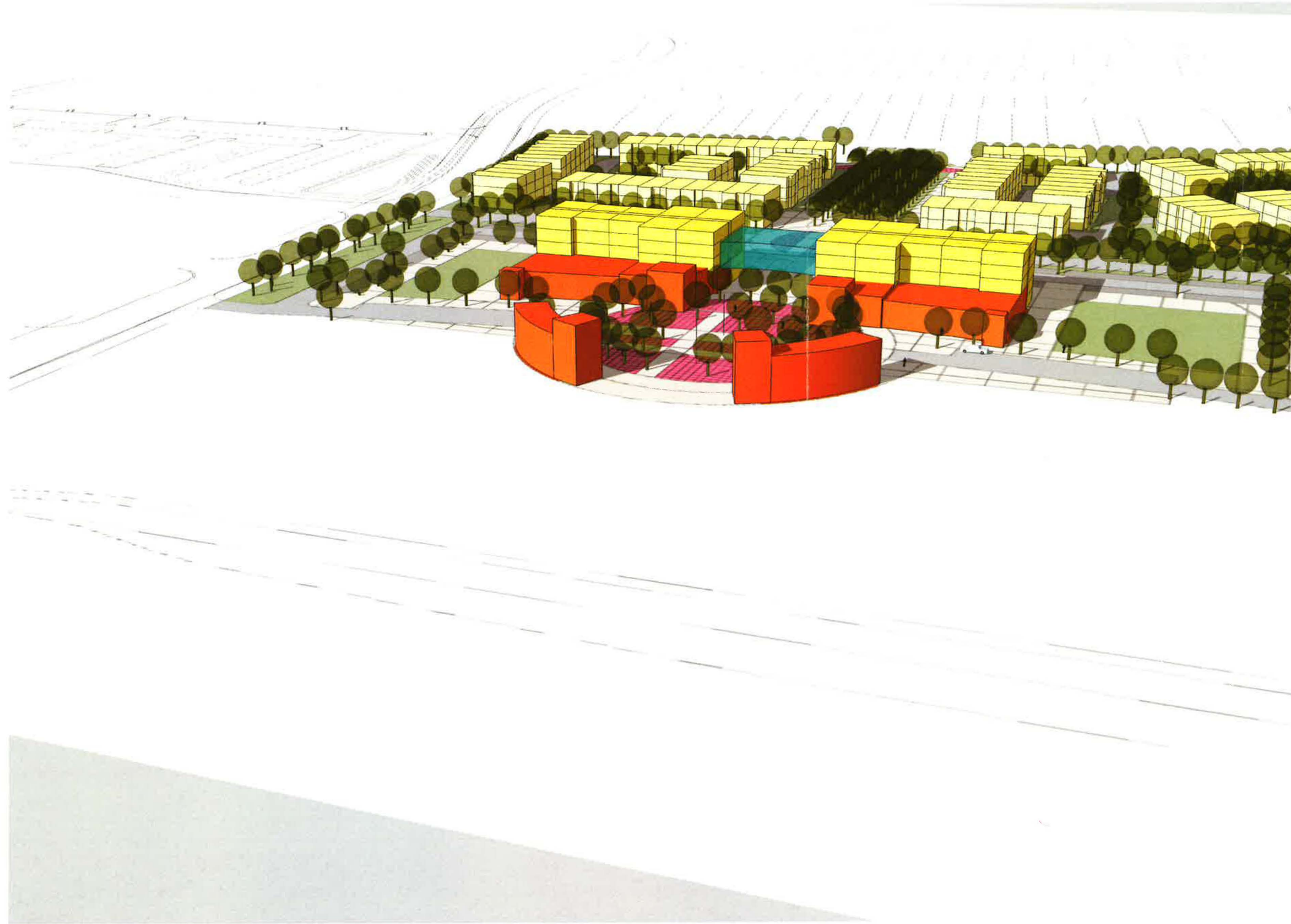


# PHASE I

Porter's Crossing | Eagle Mountain, Utah



# PHASE I



### RETAIL AREA:

- 28,000 SF

### APARTMENT UNITS:

- 78

### REQUIRED RETAIL PARKING:

- 1 SPACE PER 300 SF
- 28,000 SF/300 = 94 SPACES

### REQUIRED APARTMENT PARKING:

- 2 SPACES PER UNIT + 1 VISITOR SPACE FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY BE SHARED WITH RETAIL
- 78 SPACES

### TOTAL REQUIRED PARKING:

- 172 SPACES

### TOTAL PARKING PROVIDED:

- 174 SPACES



# PHASE II

## RETAIL AREA:

- 52,246 SF

## APARTMENT UNITS:

- 78

## REQUIRED RETAIL PARKING:

- 1 SPACE PER 300 SF
- $52,246 \text{ SF} / 300 = 174 \text{ SPACES}$

## REQUIRED ICON BUILDING PARKING:

- 1 SPACE PER 300 SF
- $10,500 \text{ SF} / 300 = 35 \text{ SPACES}$

## REQUIRED APARTMENT PARKING:

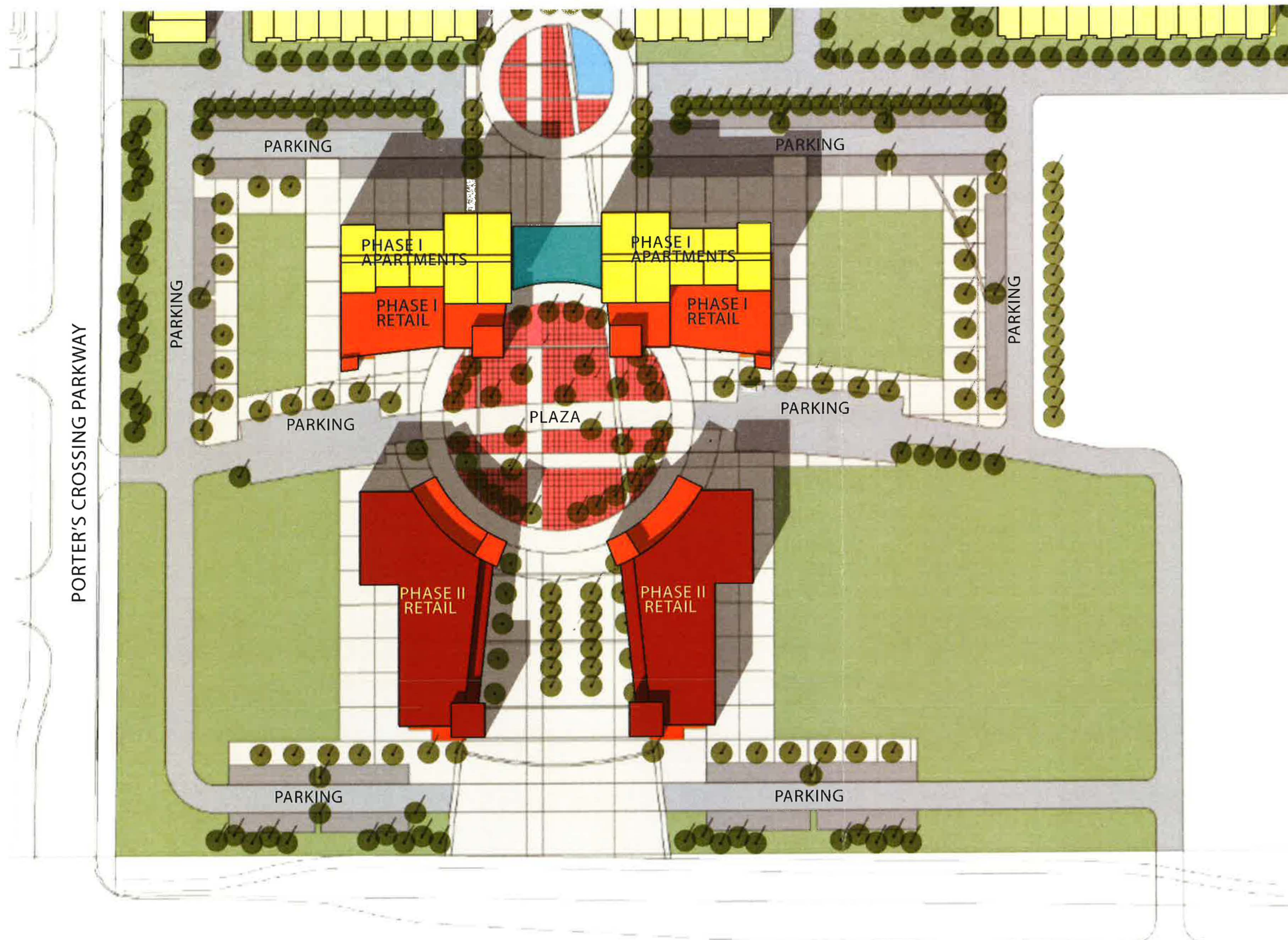
- 2 SPACES PER UNIT + 1 VISITOR SPACE FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY BE SHARED WITH RETAIL
- 78 SPACES

## TOTAL REQUIRED PARKING:

- 252 SPACES

## TOTAL PARKING PROVIDED:

- 258 SPACES



PONY EXPRESS PARKWAY



# PHASE II

Porter's Crossing | Eagle Mountain, Utah



## PHASE II



### RETAIL AREA:

- 52,246 SF

### APARTMENT UNITS:

- 78

### REQUIRED RETAIL PARKING:

- 1 SPACE PER 300 SF
- $52,246 \text{ SF} / 300 = 174 \text{ SPACES}$

### REQUIRED ICON BUILDING PARKING:

- 1 SPACE PER 300 SF
- $10,500 \text{ SF} / 300 = 35 \text{ SPACES}$

### REQUIRED APARTMENT PARKING:

- 2 SPACES PER UNIT + 1 VISITOR SPACE  
FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY  
BE SHARED WITH RETAIL
- 78 SPACES

### TOTAL REQUIRED PARKING:

- 252 SPACES

### TOTAL PARKING PROVIDED:

- 258 SPACES



# PHASE III

## RETAIL AREA:

- 120,000 SF

## APARTMENT UNITS:

- 204

## REQUIRED RETAIL PARKING:

- 1 SPACE PER 300 SF
- 120,000 SF/300 = 400 SPACES

## REQUIRED APARTMENT PARKING:

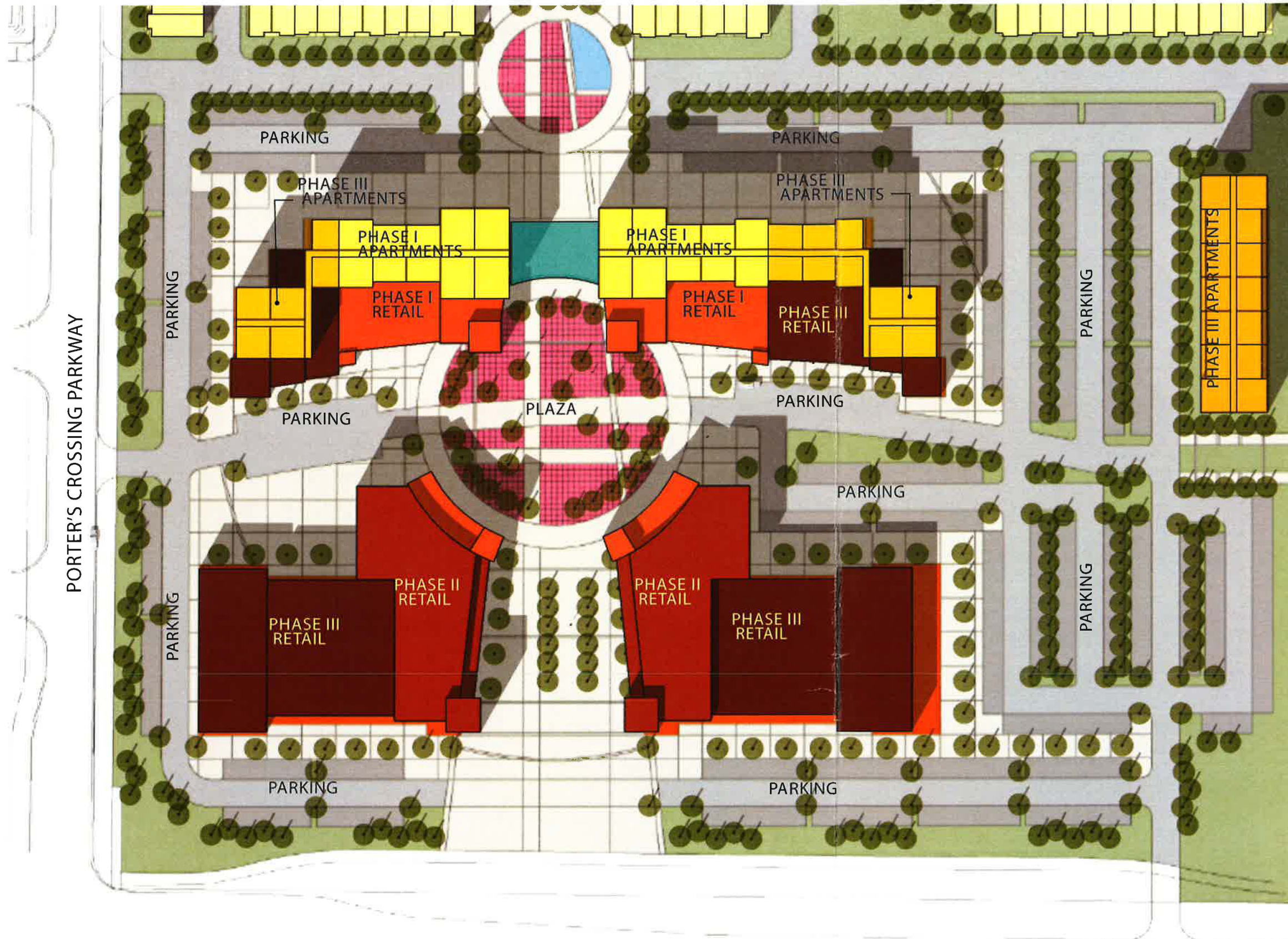
- 2 SPACES PER UNIT + 1 VISITOR SPACE FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY BE SHARED WITH RETAIL
- 204 SPACES

## TOTAL REQUIRED PARKING:

- 604 SPACES

## TOTAL PARKING PROVIDED:

- 604 SPACES



PORTER'S CROSSING PARKWAY

PONY EXPRESS PARKWAY



# PHASE III

Porter's Crossing | Eagle Mountain, Utah



# PHASE III



### RETAIL AREA:

- 120,000 SF

### APARTMENT UNITS:

#### 204 REQUIRED RETAIL PARKING:

- 1 SPACE PER 300 SF
- 120,000 SF/300 = 400 SPACES

#### REQUIRED APARTMENT PARKING:

- 2 SPACES PER UNIT + 1 VISITOR SPACE FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY BE SHARED WITH RETAIL
- 204 SPACES

#### TOTAL REQUIRED PARKING:

- 604 SPACES

#### TOTAL PARKING PROVIDED:

- 604 SPACES



## PHASE III

Porter's Crossing | Eagle Mountain, Utah



EXHIBIT 8A

Pony Express Dedication

