



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. Semrard

Title: Manager

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

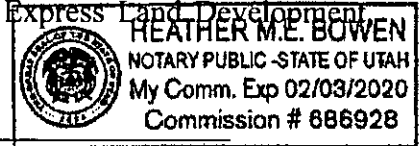
On the 14th day of June, 2018, personally appeared before me Khosrow B. Sermon, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Pony Express Land Development Inc.



ATTEST:

[Signature]
City Recorder

[Signature]
NOTARY PUBLIC



EAGLE MOUNTAIN CITY

[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

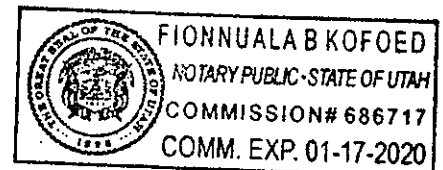


EXHIBIT 1A

Amended Legal Description

SECTN

LEGAL DESCRIPTION

EXHIBIT 1A

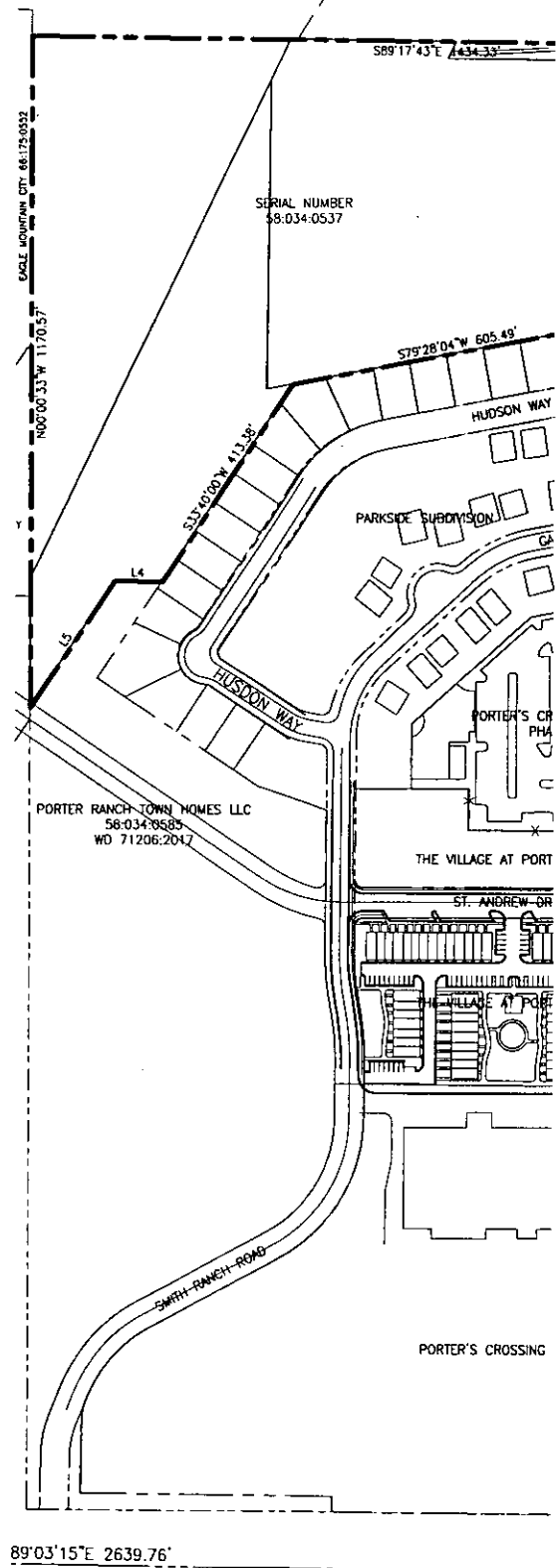
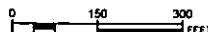
PORTERS CROSSING - DESCRIPTION

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 Northwestery 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



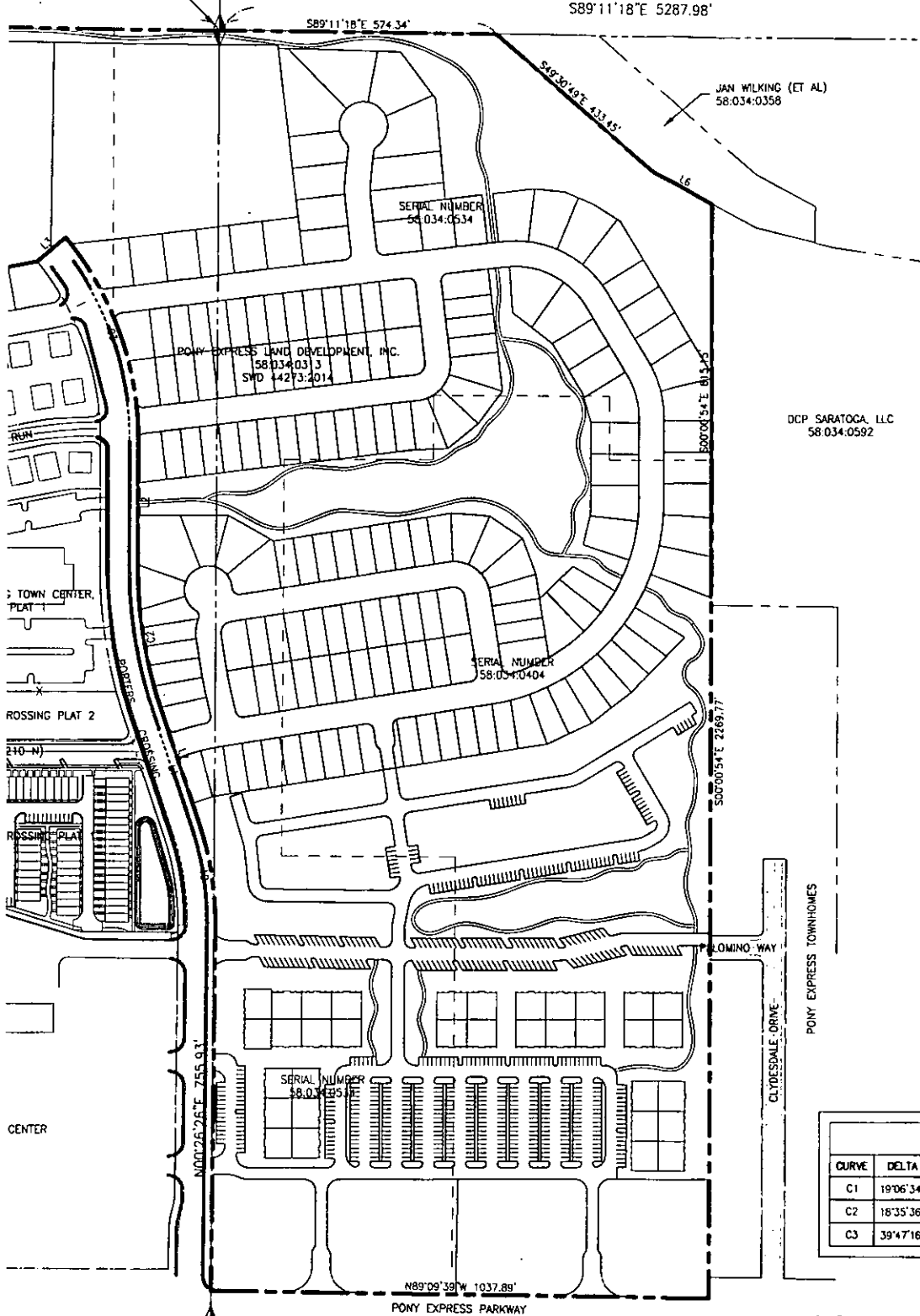
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Porter's Cros

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T55, R1W, SLBL&M
QUAD UTAH COUNTY
ASS CAP MONUMENT



JAN WILKING (ET AL)
58.034.0358

SERIAL NUMBER
58.034.0534

PONY EXPRESS LAND DEVELOPMENT, INC.
58.034.0313
SWD 44273.2014

DCP SARATOGA, LLC
58.034.0592

SERIAL NUMBER
58.034.0404

SERIAL NUMBER
58.034.0353

N89°09'39\"/>

S89°09'39\"/>

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T55, R1W, SLBL&M
QUAD UTAH COUNTY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 18°35'59\"/>	

PARCEL CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	19°06'34\"/>					

ing Village Center





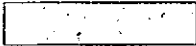




EXHIBIT 2A

Amended Zoning Map

ZONING SUMMARY

EXHIBIT 2A

ZONING DESIGNATIONS

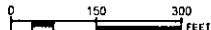
-  Tier 2
-  Civic
-  Tier 3
-  Tier 4 (Mixed-Use)
-  Institutional
-  Commercial
-  Parks – Open Space

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 Crossin

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Village Center Plan



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, Assisted Living &/or Charter School</i>	12.3		
10	Civic Uses <i>Church Site</i>	5.0		
11	Single Family Residential <i>5,500+ s.j. 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 & 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		
Total			732 Residential Units	

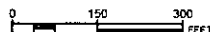
==== 30' Wide Trail Corridor
==== For Future Trail

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 Crossin

X:\Momentum-M2 Civil Team Folder\TRON\W2Civil\Projects\SK Hart\Porters Crossing\CAD\Exhibits\MDA\2018-02-06 - Porters Crossing Land Use Plan.dwg - Mar 21, 2018 - 3:24pm



Village Center Plan



EXHIBIT 4A

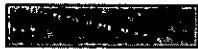
Amended Street Plan

STREET PLAN

EXHIBIT 4A

\\psf\Home\Dropbox (Momentum-M2 Civil)\Momentum-M2 Civil Team Folder\TRON\M2Civil\Projects\SK Hart\Porters Crossing\CAD\Exhibits\WDA\2018-06-02 - Porters Crossing Streets.dwg - Feb 06, 2018-11:49am

ROAD DESIGNATIONS



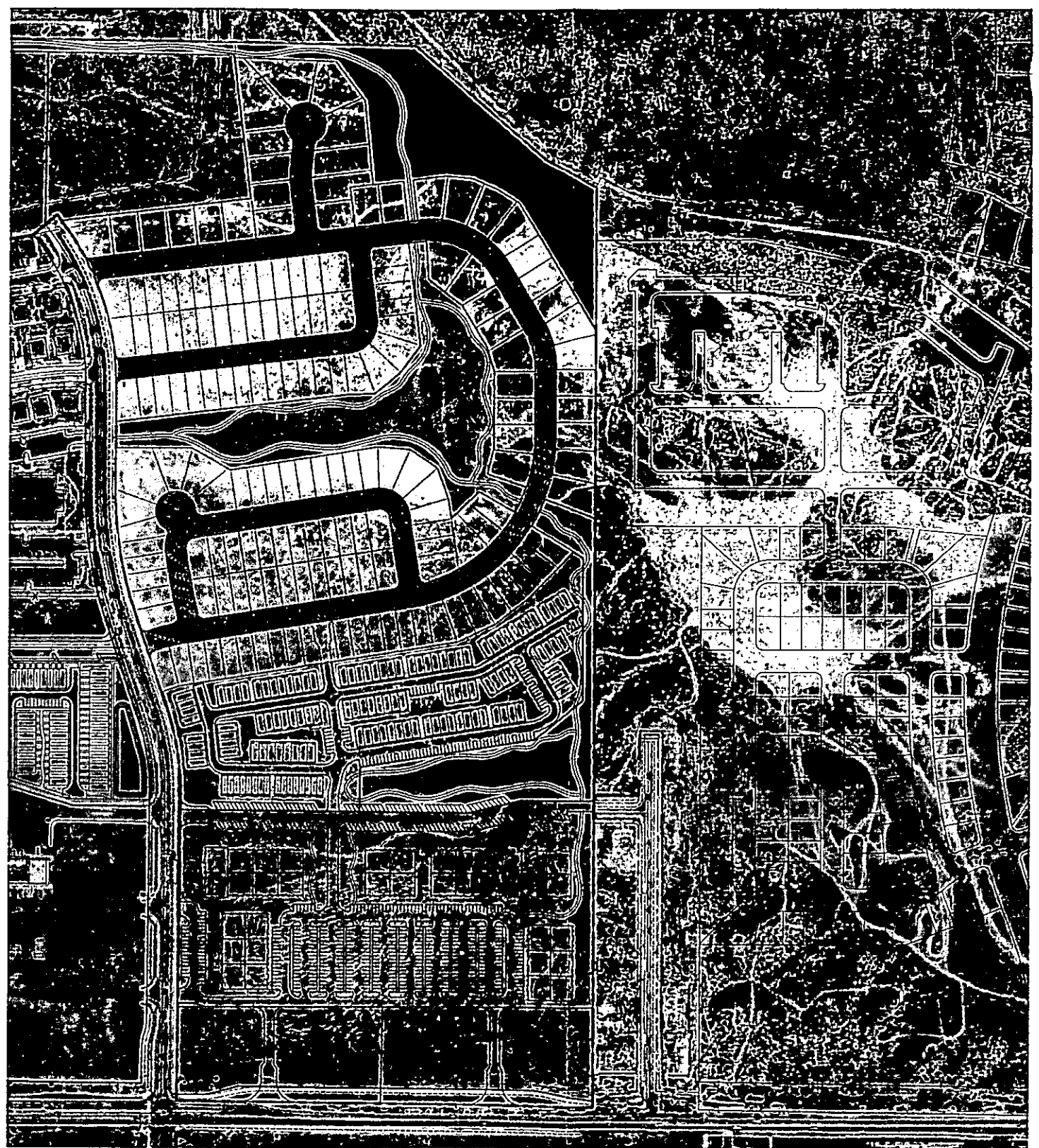
LOCAL NEIGHBORHOOD
STREET 53' ROW



0 150 300
FEET



Porter's Crossing



Village Center Plan







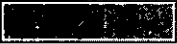



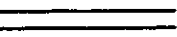


EXHIBIT 5A

Amended Park Plan

PARKS-RECREATION COMPONENTS

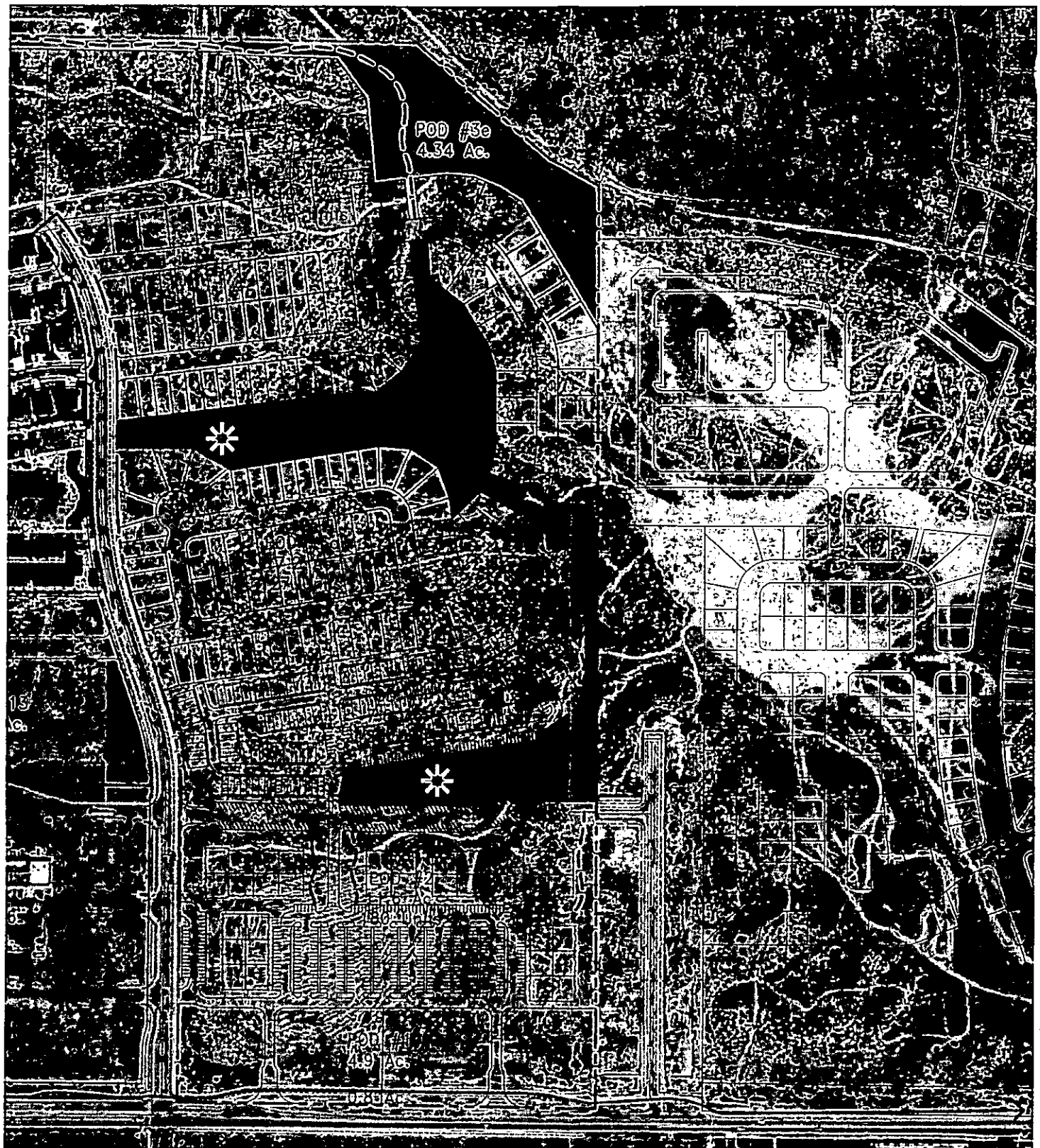
EXHIBIT 5A

-  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**

Project Acreage
Number of DU
Open Space Acreage Required
Amenity Points Required

PODS	
2	4
12	12
180	180
4.13	4.13
413	413

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.)

3.86 Acres x \$3.50 Per Square Foot
218 Amenity Points x \$500

Pool and Clubhouse Costs

Pools
Clubhouses

\$ 300,000	\$ 300,000
\$ 150,000	\$ 150,000
\$ 450,000	\$ 450,000

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

City Council and Staff Minimum Recommended Open Space Improvements

Benches-10 Total, (2 Points per Bench), \$800/Bench
Pavillions-2 Total(4pts/100 SF), 900 SF Each \$33.33/SF
Basketball-1 Half Court, 1,320 SF, (100pts/6,600 SF)\$ 18.94/SF
Trees-100trees Total,(2 pts/5 Trees), \$200/Tree
Swings-1 Total (7 pts/4+ Swings)
Playground Version 1-1 Total
Playground Version 2-1 Total
Playground Disc Swing-1 Total (\$6,600 @ 13pts)
Trails (6 pts/100 Linear Feet) 7,038 LF*\$17/LF
Total Minimum Recommended Amenities

Points	76	
20	\$ 4,800	\$ 1,600
36		\$ 30,000
20	\$ 25,000	
20	\$ 4,000	\$ 6,000
7		\$ 3,500
160		\$ 80,000
180		
13		
422	\$ 11,200	\$ 32,000
878	\$ 45,000	\$ 153,100

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
Funds Available for Recreation Center Construction From Pool and Clubhouse Savings
Total Developer Contribution for Recreation Center

Estimated Developer Funds to be Recovered from Fee Reimbursement Agreement

Developer Advance Funding Provided to Recreation Center-Per Agreement with City
Land Value to the City for Recreation Center (5.48 Acres at \$2.51 per Square Foot) See Note (1)
Estimated Developer Savings From Required Improvements to Open Space
Estimated Developer Savings from Required Clubhouse and Pool
Excess Developer Funding Towards Recreation Center (Subject to Fee Reimbursement Agreement)

Notes

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

6a, 6b	Totals
36	58
169	477
388	1095
388	1095

Total	
Not	\$ 588,496
Point	\$ 109,000
	\$ 697,496
	\$ 600,000
	\$ 300,000
	\$ 900,000

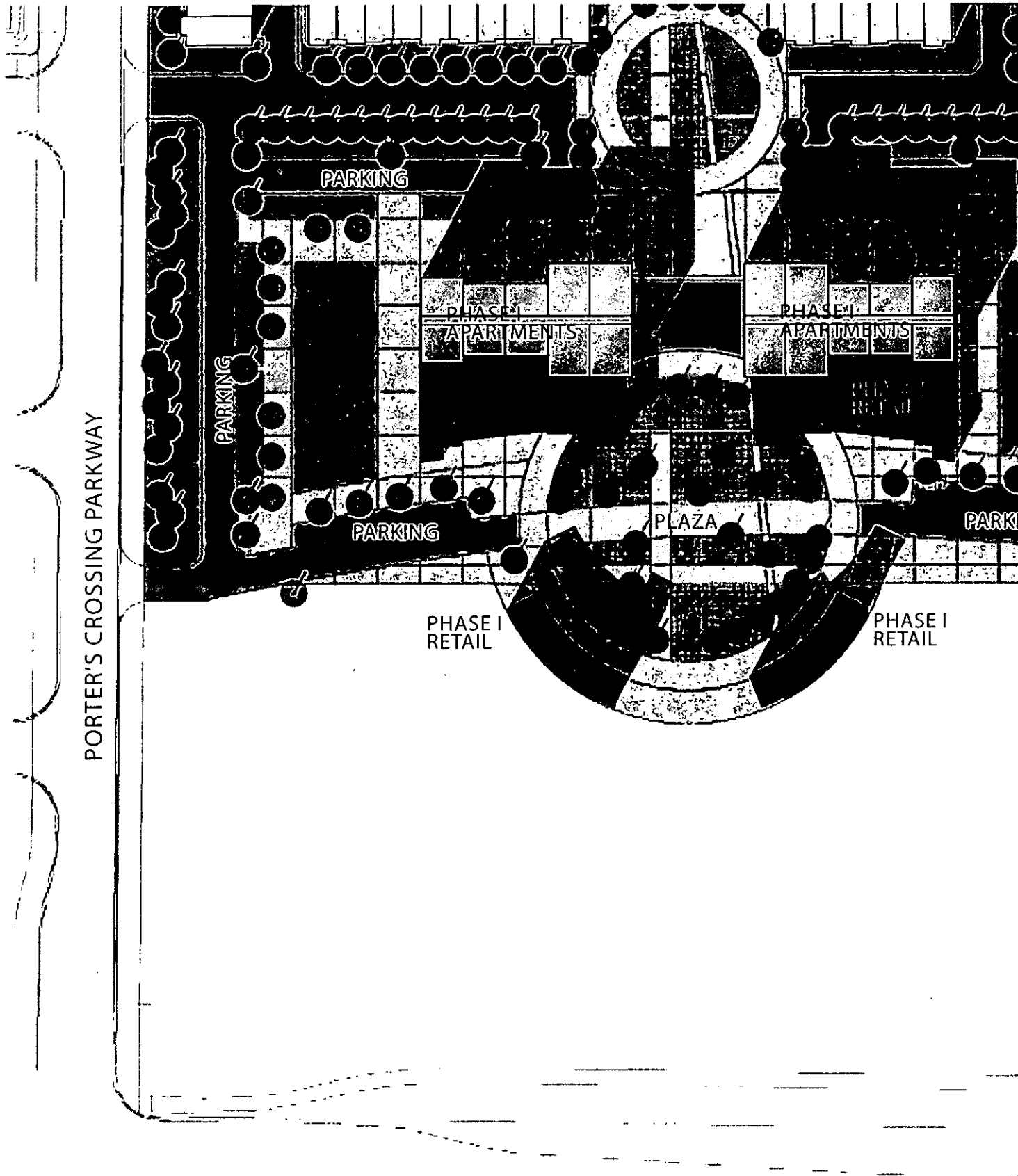
Total	
495	878
\$ 1,600	\$ 8,000
\$ 30,000	\$ 60,000
	\$ 25,000
\$ 10,000	\$ 20,000
	\$ 3,500
	\$ 80,000
\$ 90,000	\$ 90,000
\$ 6,600	\$ 6,600
\$ 76,500	\$ 119,700
\$ 214,700	\$ 412,800

\$ 697,496
\$ 900,000
<u>\$ 1,597,496</u>

\$ 2,600,000
\$ 600,000
\$ (697,496)
\$ (900,000)
<u>\$ 1,602,504</u>

EXHIBIT 7A

Pod 2 Design Concept



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
- $28,000 \text{ SF} / 300 = 94 \text{ SPACES}$

REQUIRED APARTMENT PARKING:

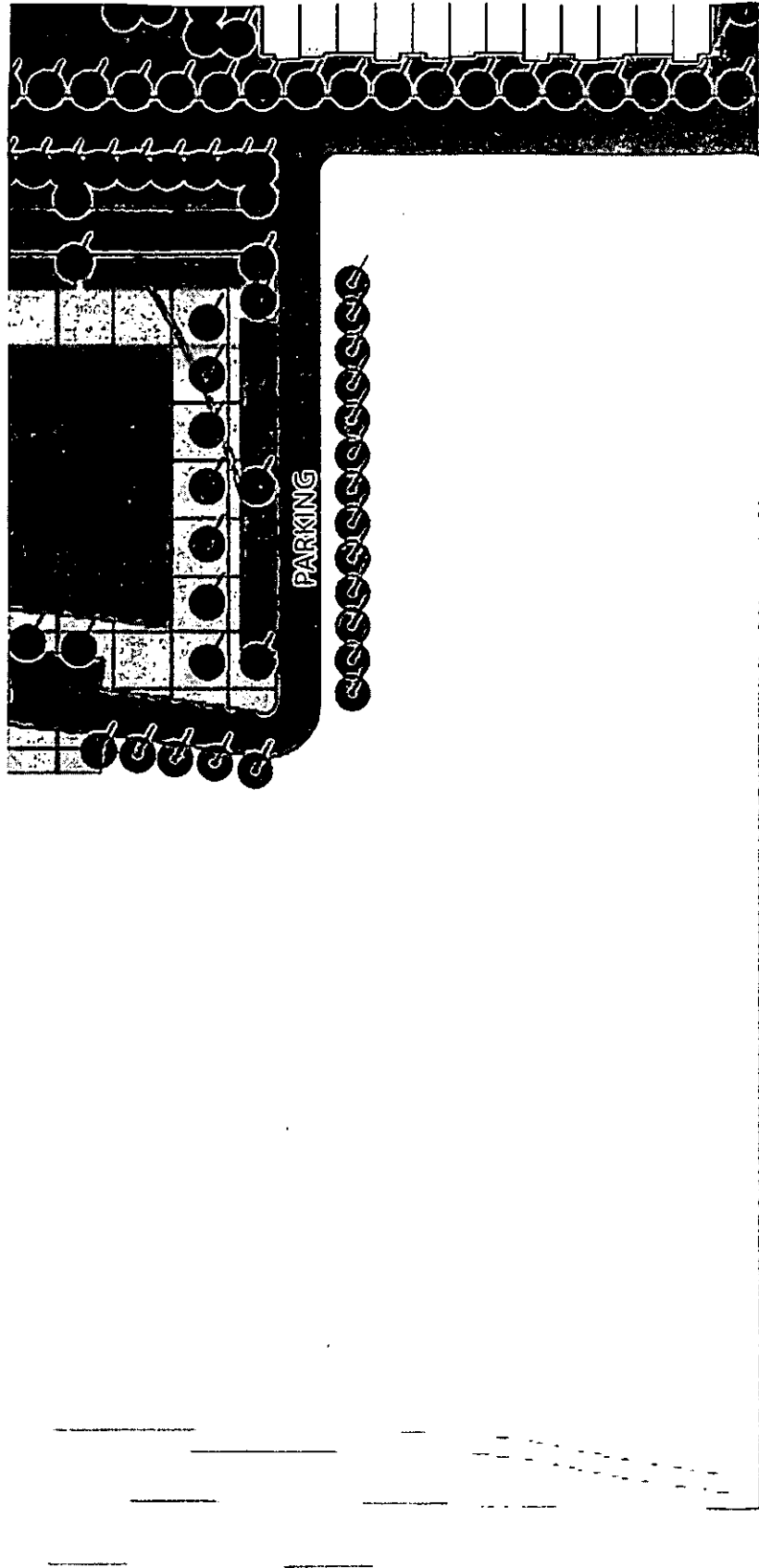
- 2 SPACES PER UNIT + 1 VISITOR SPACE
FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY
BE SHARED WITH RETAIL
- 78 SPACES

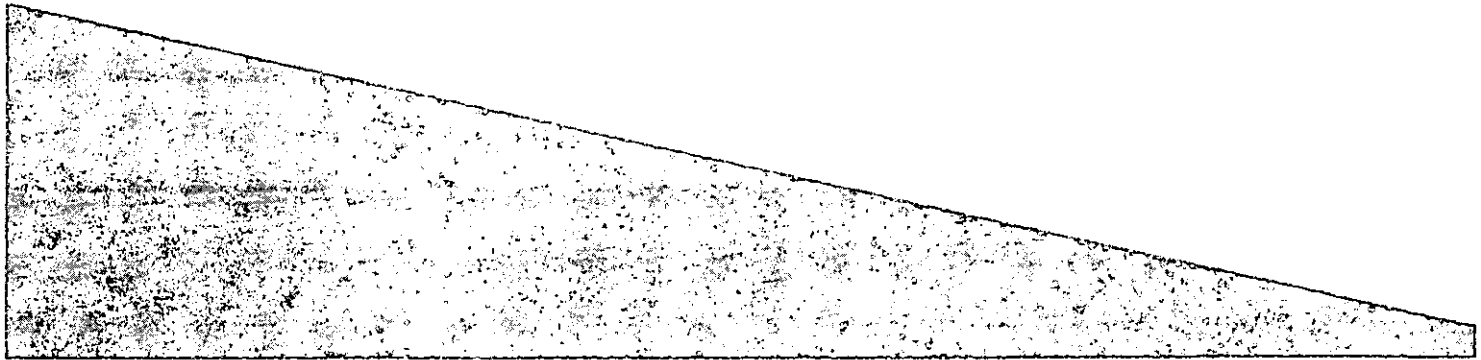
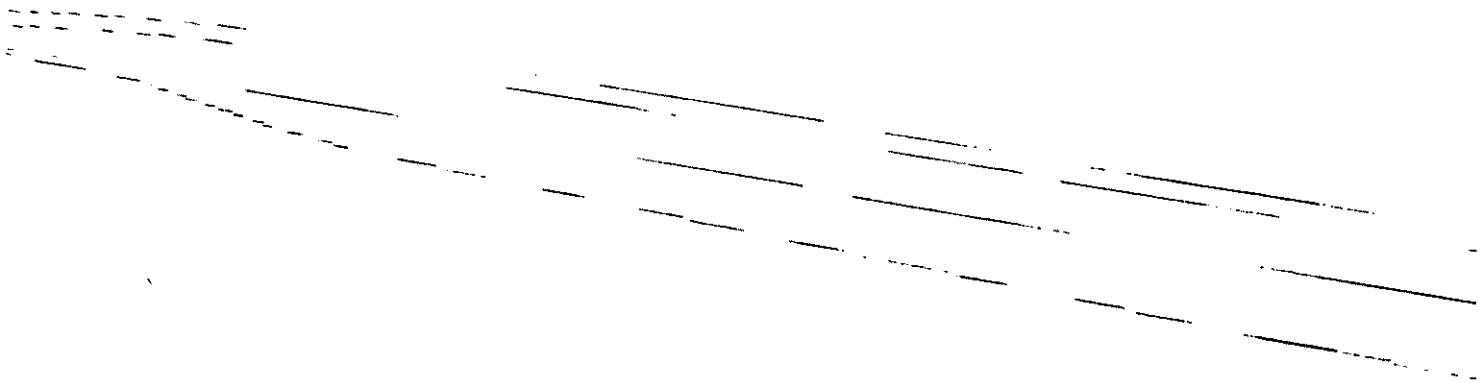
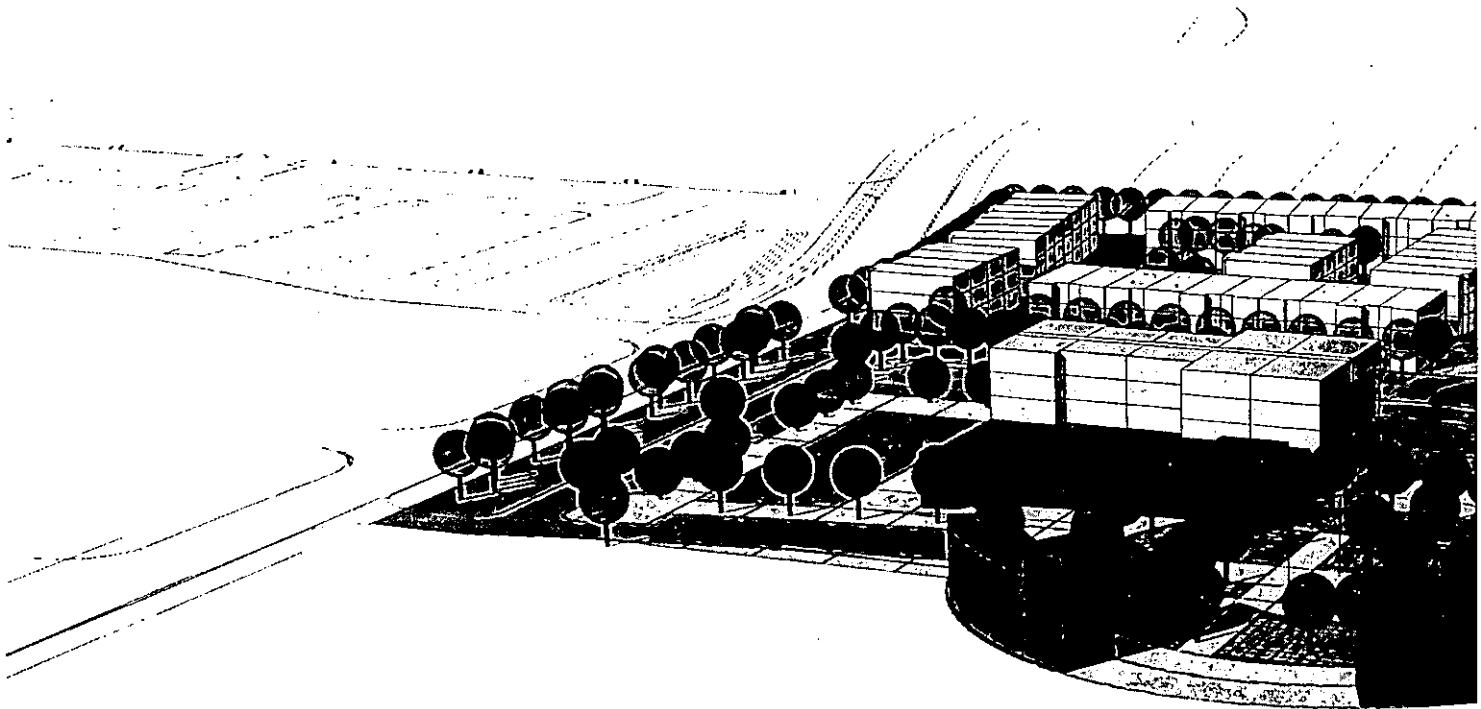
TOTAL REQUIRED PARKING:

- 172 SPACES

TOTAL PARKING PROVIDED:

- 174 SPACES





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
- $28,000 \text{ SF} / 300 = 94 \text{ SPACES}$

REQUIRED APARTMENT PARKING:

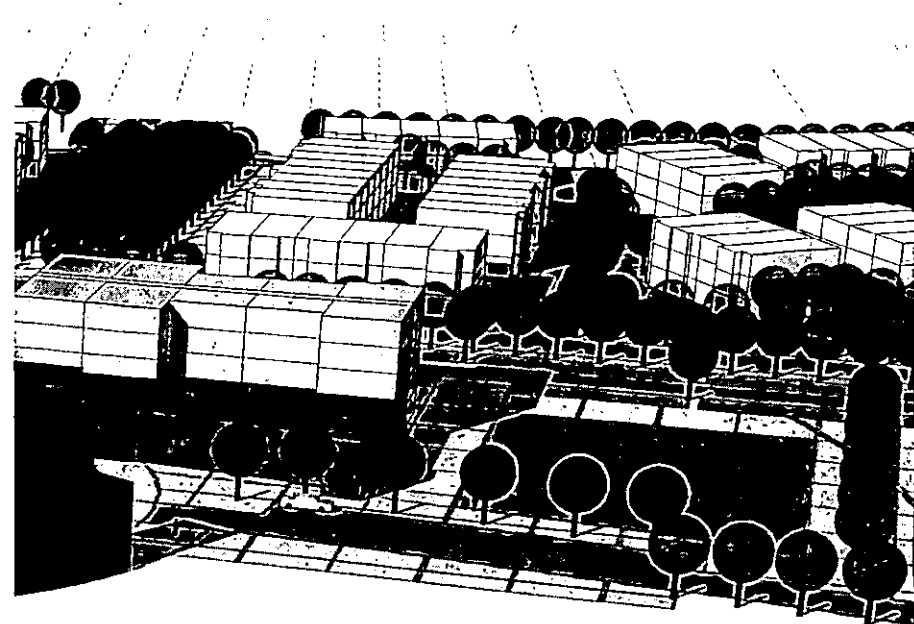
- 2 SPACES PER UNIT + 1 VISITOR SPACE
FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY
BE SHARED WITH RETAIL
- 78 SPACES

TOTAL REQUIRED PARKING:

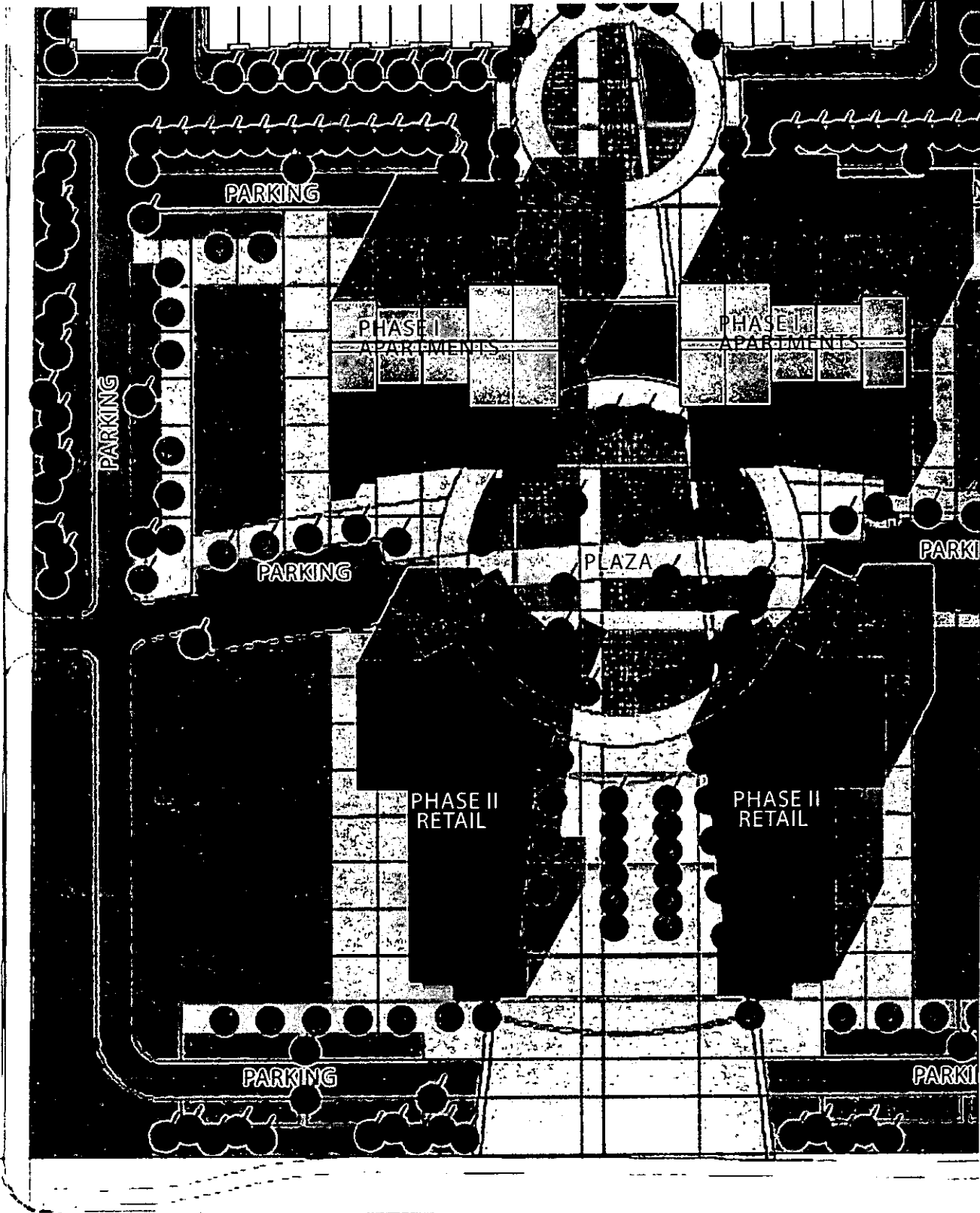
- 172 SPACES

TOTAL PARKING PROVIDED:

- 174 SPACES



PORTER'S CROSSING PARKWAY



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:

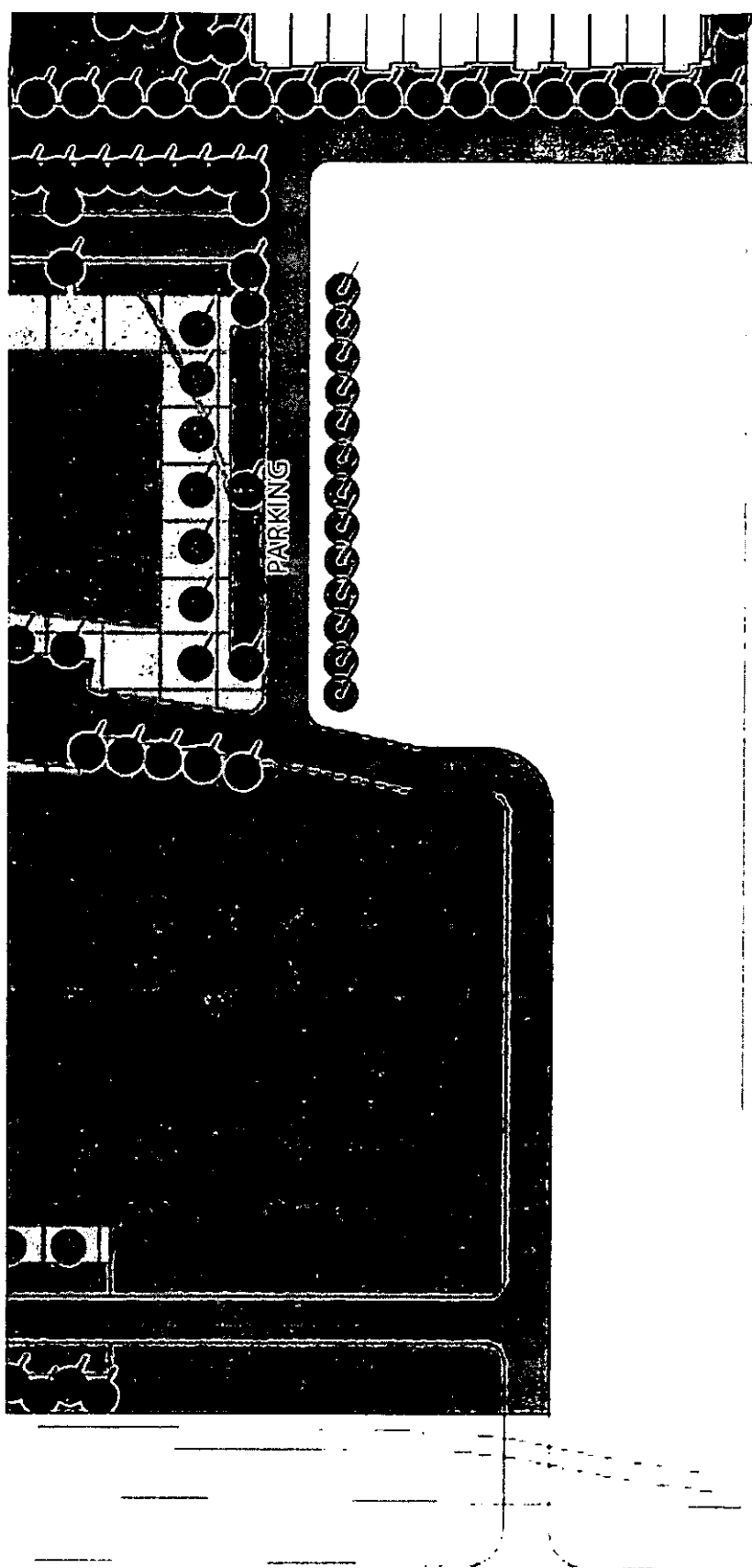
- 2 SPACES PER UNIT + 1 VISITOR SPACE
FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY
BE SHARED WITH RETAIL
- 78 SPACES

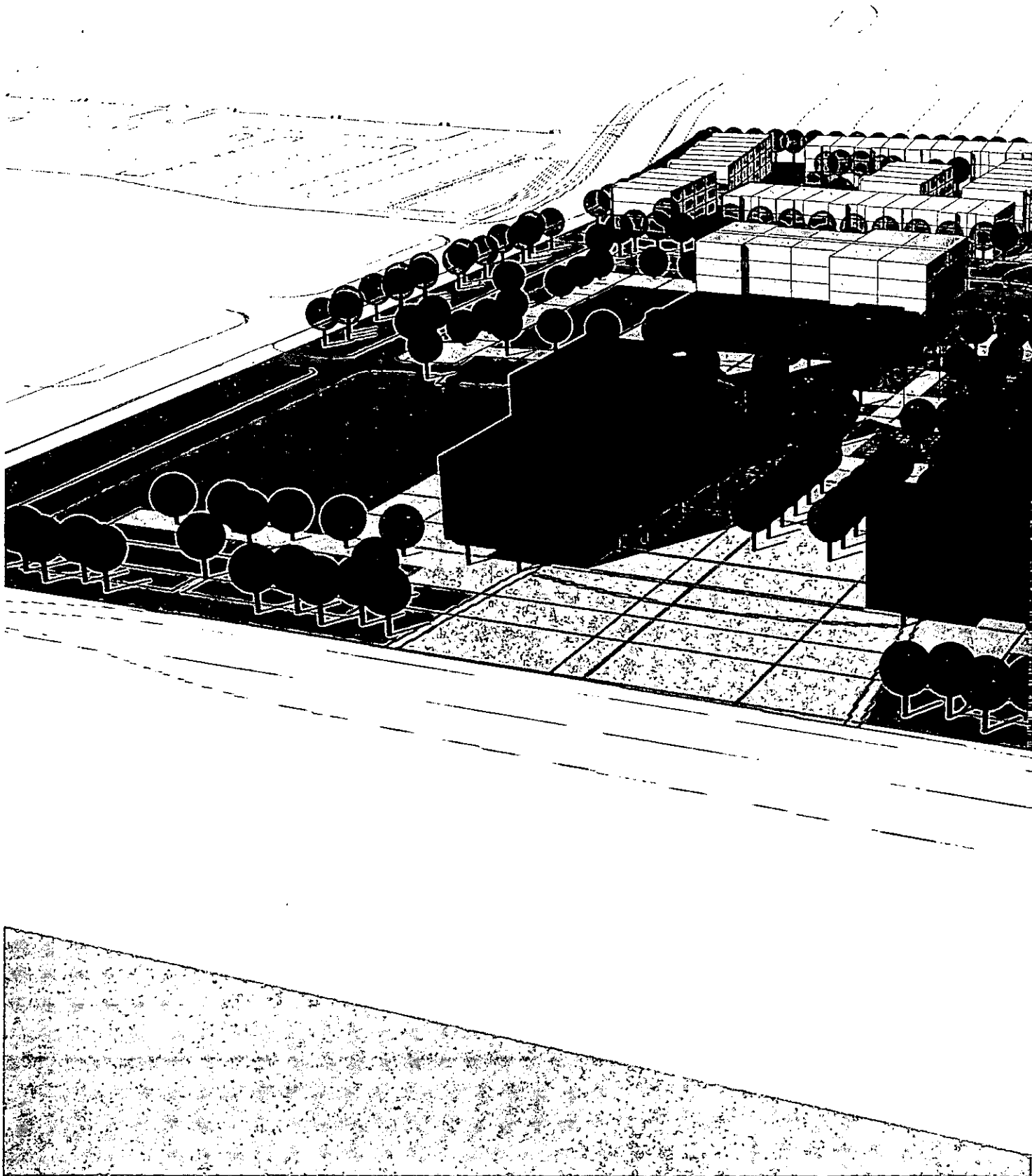
TOTAL REQUIRED PARKING:

- 252 SPACES

TOTAL PARKING PROVIDED:

- 258 SPACES

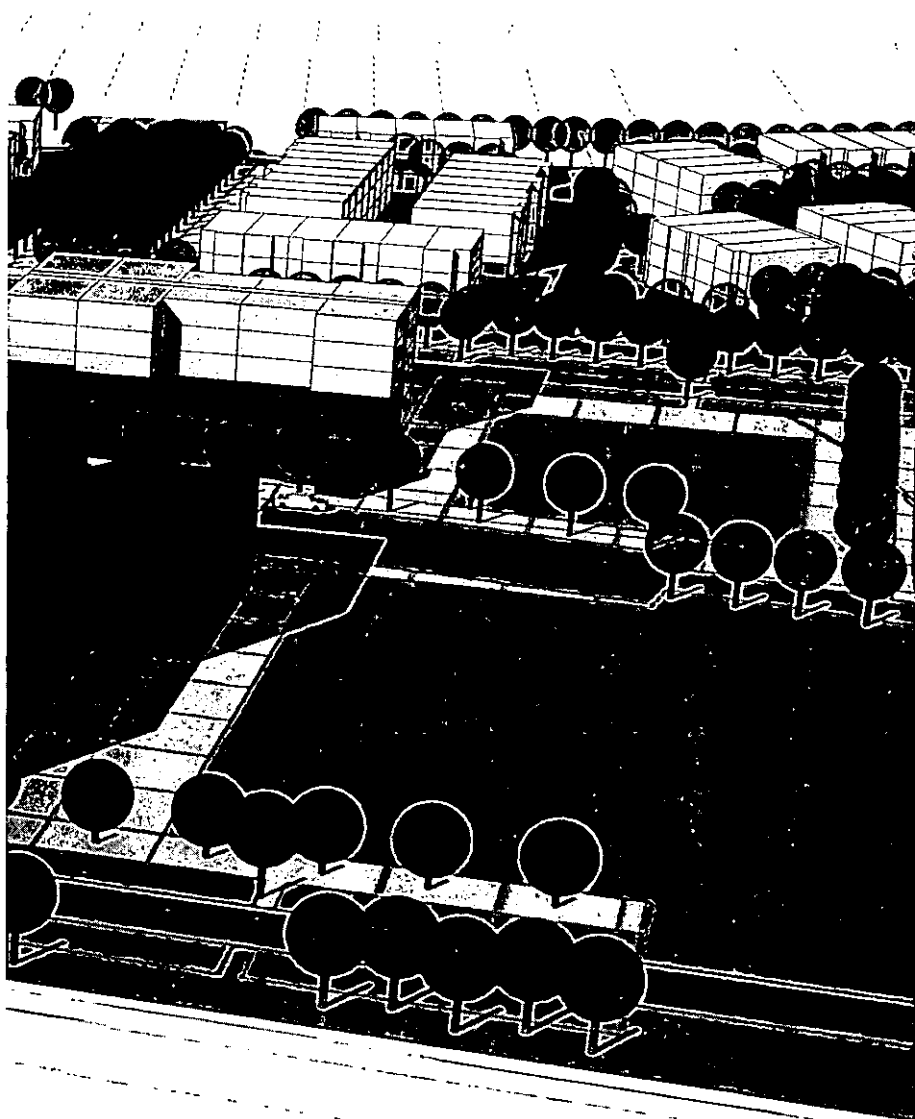




PHASE II

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

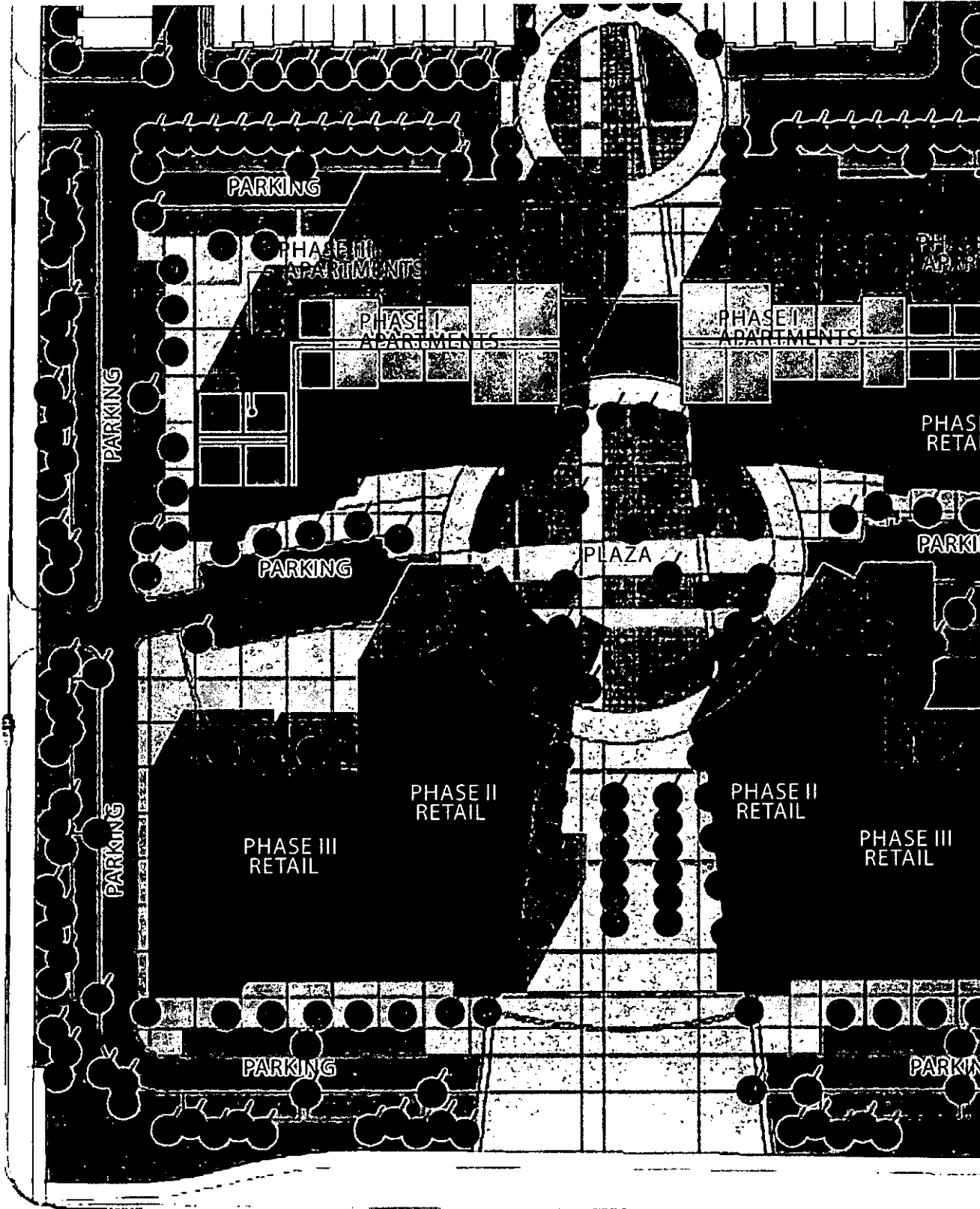
TOTAL REQUIRED PARKING:

- 252 SPACES

TOTAL PARKING PROVIDED:

- 258 SPACES

PORTER'S CROSSING PARKWAY



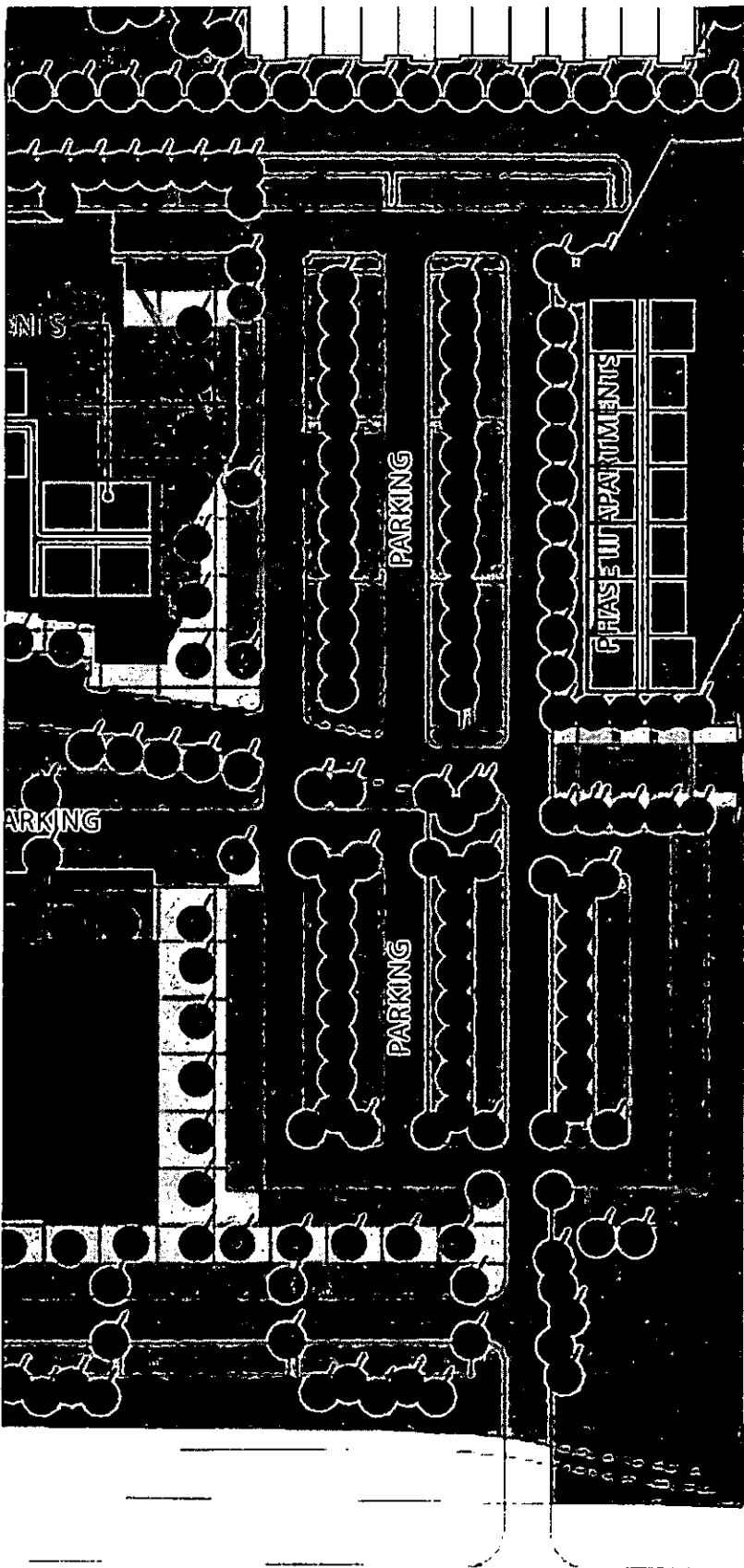
PONY EXPRESS PARKWAY



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
- $120,000 \text{ SF} / 300 = 400 \text{ SPACES}$

REQUIRED APARTMENT PARKING:

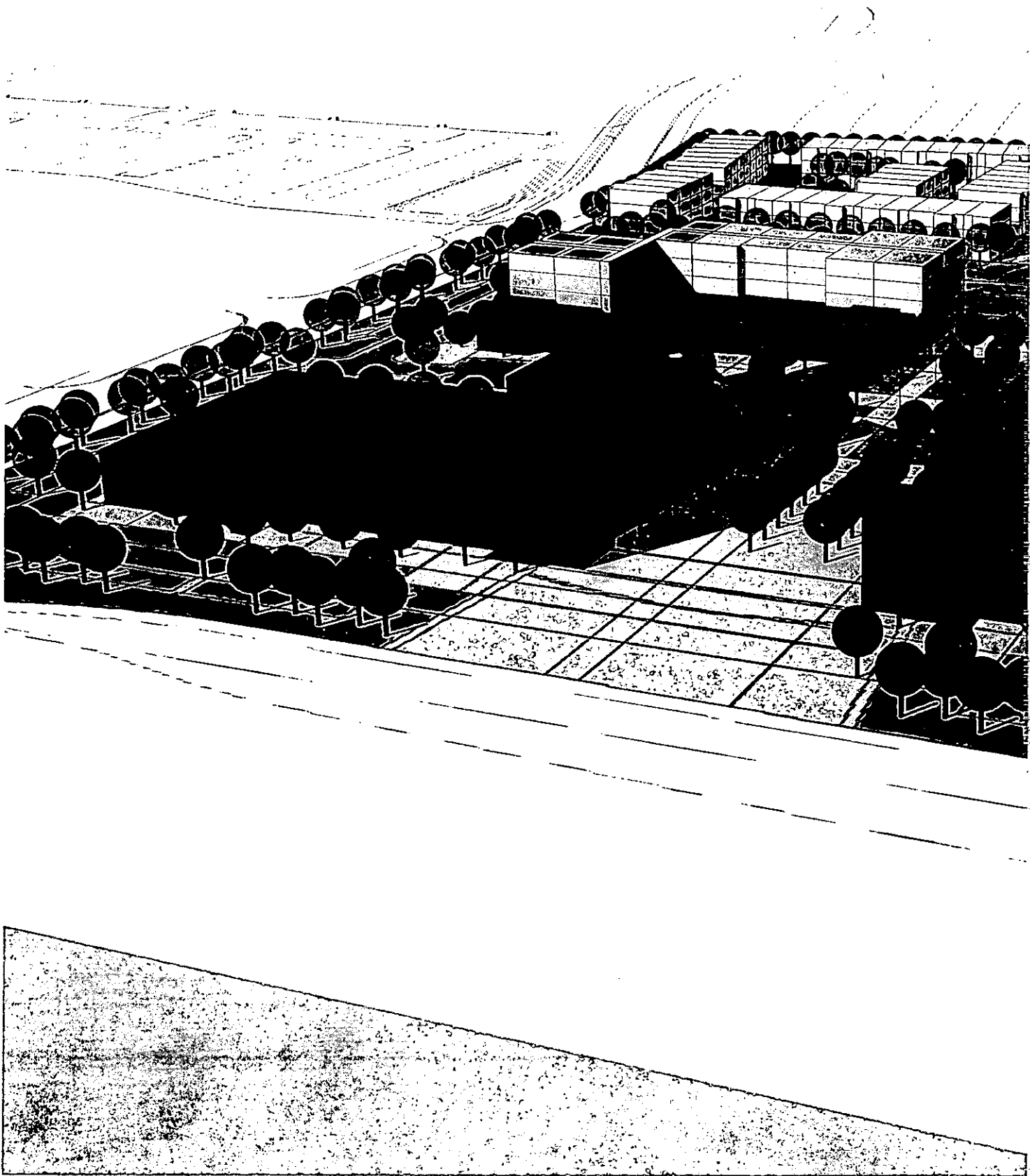
- 2 SPACES PER UNIT + 1 VISITOR SPACE FOR EVERY 3 UNITS
- 50% OF PARKING + VISITOR UNITS MAY BE SHARED WITH RETAIL
- 204 SPACES

TOTAL REQUIRED PARKING:

- 604 SPACES

TOTAL PARKING PROVIDED:

- 604 SPACES



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

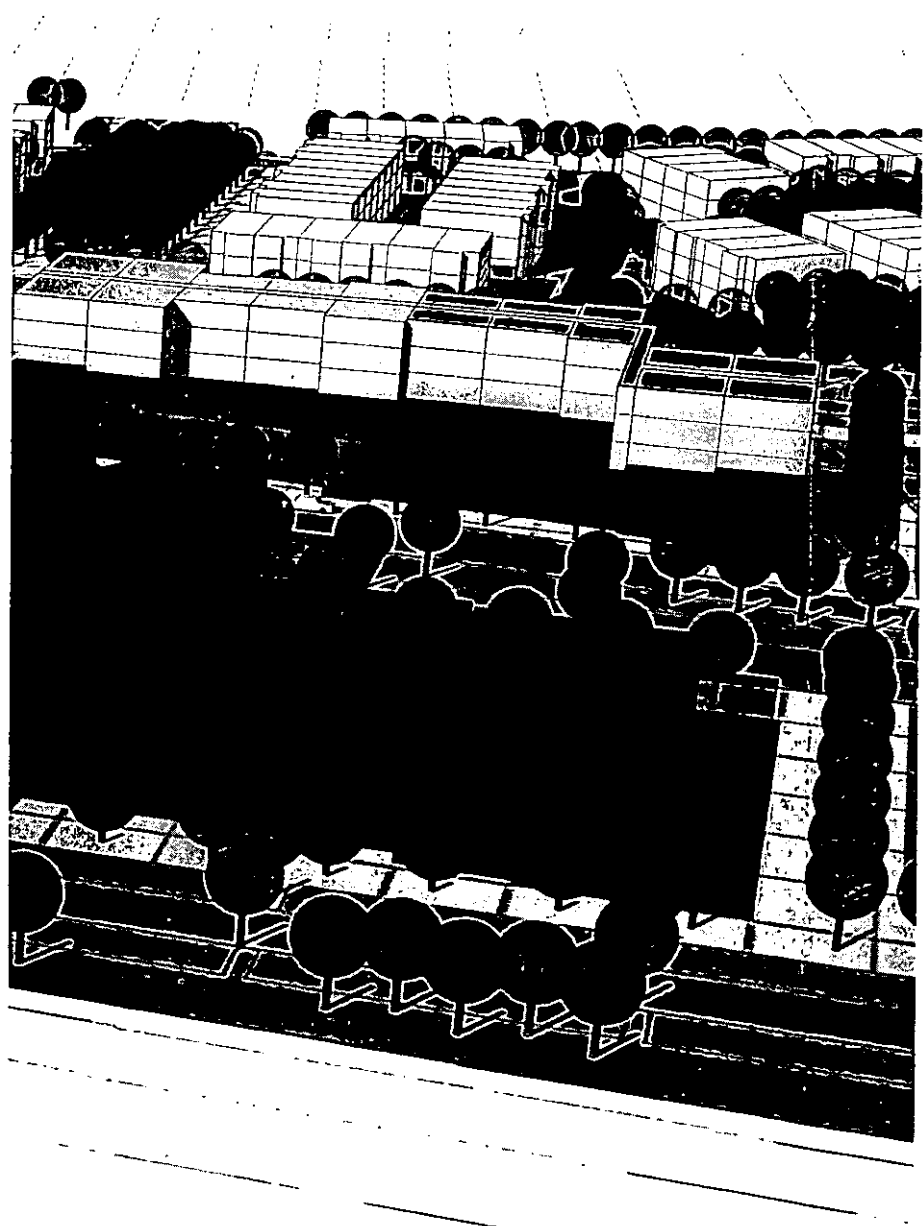
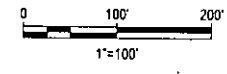
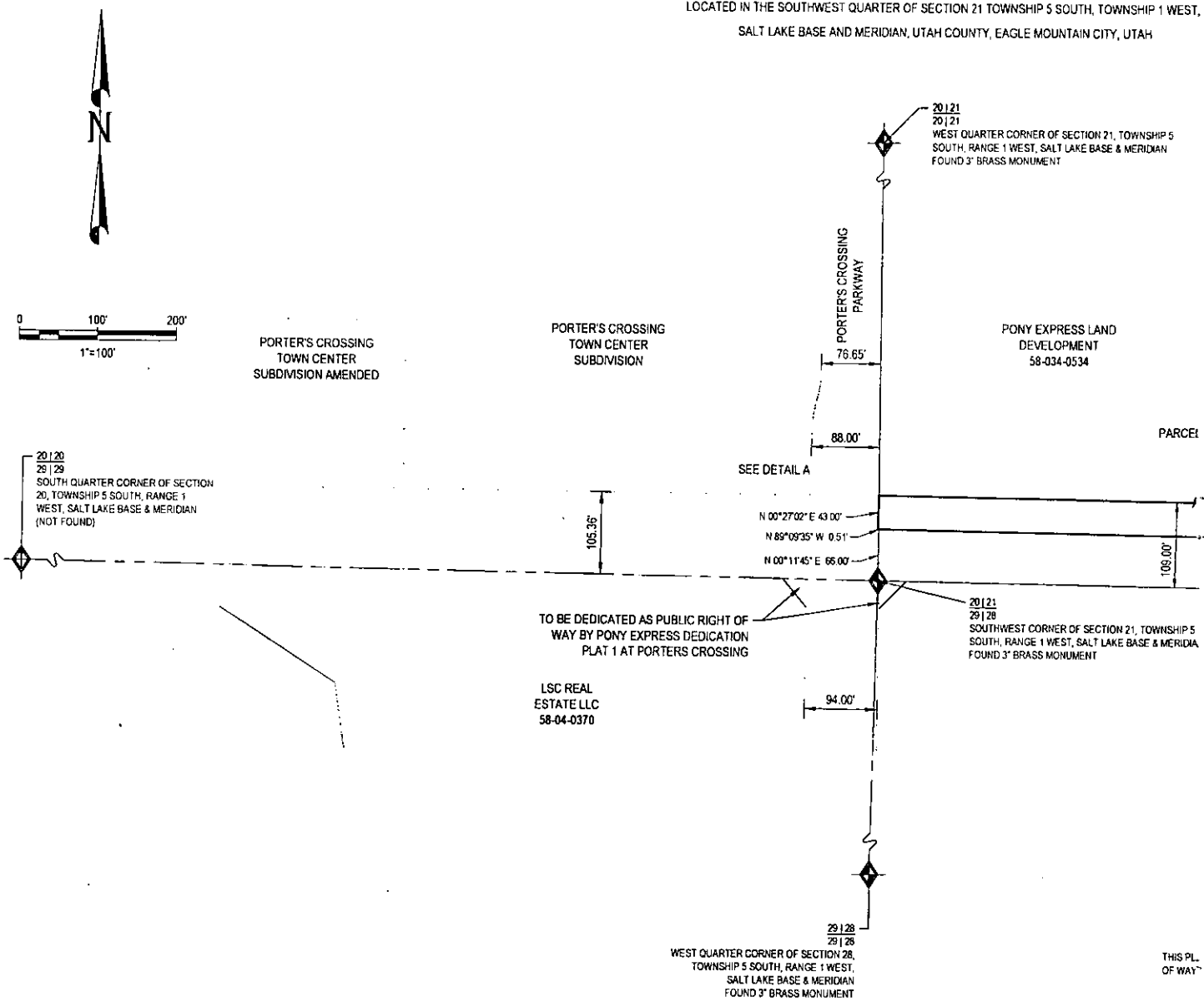


EXHIBIT 8A

Pony Express Dedication

PONY EXPRESS PARKWAY DEDICATION PLAT 2 AT PORTER'S CROSSING

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21 TOWNSHIP 5 SOUTH, TOWNSHIP 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, EAGLE MOUNTAIN CITY, UTAH



20 | 20
28 | 29
SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (NOT FOUND)

PORTER'S CROSSING TOWN CENTER SUBDIVISION AMENDED

PORTER'S CROSSING TOWN CENTER SUBDIVISION

PORTER'S CROSSING PARKWAY

PONY EXPRESS LAND DEVELOPMENT 58-034-0534

PARCEL

SEE DETAIL A

TO BE DEDICATED AS PUBLIC RIGHT OF WAY BY PONY EXPRESS DEDICATION PLAT 1 AT PORTER'S CROSSING

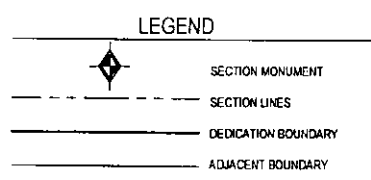
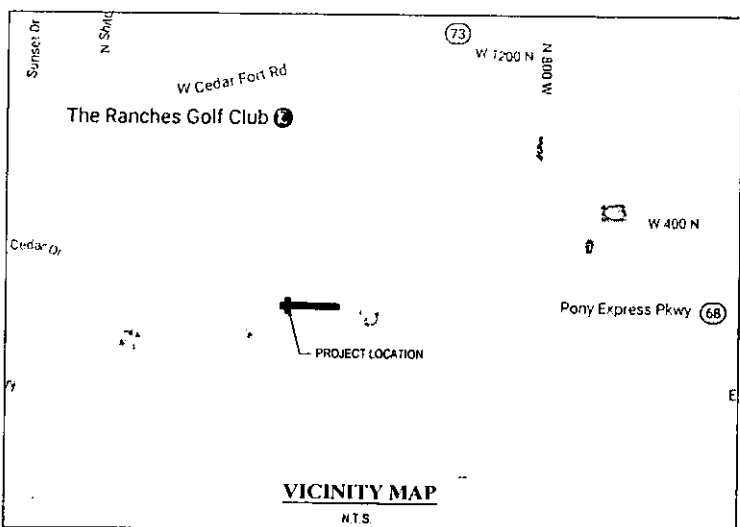
LSC REAL ESTATE LLC 58-04-0370

20 | 21
29 | 28
SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN FOUND 3\"/>

29 | 28
29 | 28
WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN FOUND 3\"/>

THIS PL. OF WAY

E:\Data\PLAT\2018\1807\Draw\Express Parkway Dedication Plat 2 at Porter's Crossing.dwg Jun 11 2018 12:48pm

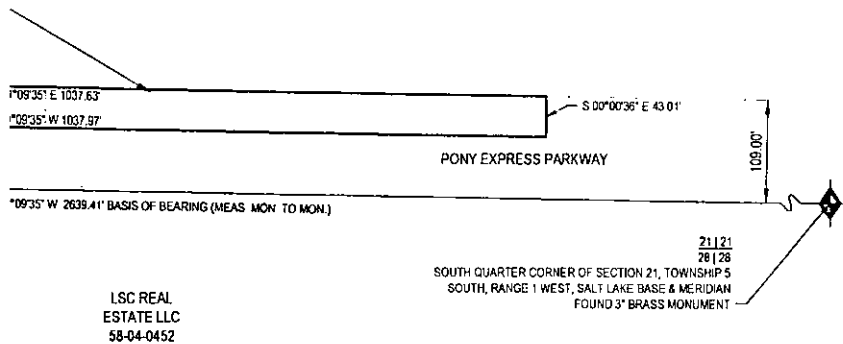


PARCEL C
A PARCEL
SECTION
STATE OF
BEGINNING
RIGHT OF
EXISTING
SOUTHWE.
CROSSING
SOUTH 00°
NORTH 85
CALCULA

ROSSING

PONY EXPRESS LAND DEVELOPMENT
58-034-0404

PONY EXPRESS TOWNHOMES



NARRATIVE

PREPARED AT THE REQUEST OF EAGLE MOUNTAIN CITY TO DEDICATE PARCEL C, AS SHOWN HEREON, TO EAGLE MOUNTAIN CITY AS PUBLIC RIGHT PART OF THE PONY EXPRESS PARKWAY DESIGN.

BOUNDARY DESCRIPTION

IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF PONY EXPRESS PKWY, UTAH COUNTY, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS

AT THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF PORTERS CROSSING (A PUBLIC STREET) AND THE EXISTING NORTHERLY RIGHT OF WAY LINE OF PONY EXPRESS PKWY, WHICH POINT IS 66.00 FEET NORTH 00°11'45" EAST ALONG THE WEST LINE OF SAID SECTION 21 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PONY EXPRESS PKWY, AND 0.51 FEET NORTH 89°09'35" WEST ALONG SAID RIGHT OF WAY LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 21, AND RUNNING THENCE NORTH 00°27'02" EAST 43.00 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF PORTERS CROSSING (PUBLIC STREET), THENCE SOUTH 89°09'35" EAST 1037.63 FEET TO A POINT ON THE EASTERLY LINE OF THE GRANTOR'S PROPERTY; THENCE WEST 43.01 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF PONY EXPRESS PKWY; THENCE WEST 1037.97 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 44,628 SQUARE FEET, OR 1.025 ACRES.

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S)
PRINTED NAME OF OWNER _____ AUTHORIZED SIGNATURE(S) _____

ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____ PRINTED FULL NAME OF NOTARY _____

SURVEYOR'S CERTIFICATE

I, STEPHEN COLLIER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 9453850 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____.

APPROVED BY MAYOR _____ APPROVED BY CITY ATTORNEY _____

APPROVED BY CITY ENGINEER _____ ATTEST BY CITY RECORDER _____
(SEE SEAL BELOW) (SEE SEAL BELOW)

PONY EXPRESS PARKWAY DEDICATION PLAT 2 AT PORTERS CROSSING

LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, THE NORTHEAST QUARTER OF SECTION 29, AND THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, TOWNSHIP 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, EAGLE MOUNTAIN CITY, UTAH

SURVEYOR'S SEAL

CITY ENGINEER SEAL

CLERK-RECORDER SEAL



FARMINGTON OFFICE:
PO BOX 280
150 S MAIN, STE. 200
FARMINGTON, UTAH 84025
PHONE: 801.399.5565
FAX: 801.359.4272
www.crsonground.com