



EAGLE MOUNTAIN CITY
City Council Staff Report

JANUARY 5, 2016

Project: (1) **Porter's Crossing Town Center Master Development Plan Amendment**
(2) **Porter's Crossing Town Center Master Development Agreement**

Applicant: Gerry Tully / SK Hart

Type of Action: Master Development Plan Amendment -- Public Hearing, Ordinance
Master Development Agreement - Resolution

Latest Actions: City Council Tabled the Application Awaiting an Updated Traffic Study on 12/1/15
Planning Commission Recommended Approval 5-0 with conditions on 10/27/15

Update

On December 1 the City Council reviewed this application, held a public hearing, and tabled the item until a traffic study could be completed that would provide some guidance for the project, and specifically concerning the potential St. Andrews Drive connection. The traffic study has now been completed (see the "Streets" section on page 3 of this report), the Staff and applicants have made some modifications to the master development agreement, and the updated application is now being presented to the City Council.

The applicant is now presenting two different options – one with the St. Andrews Drive connection and one with a stub road that could eventually be connected to St. Andrews Drive by the City in the future.

Location

This 145-acre project is located north of Pony Express Parkway, concentrated around Porter's Crossing in the Ranches.

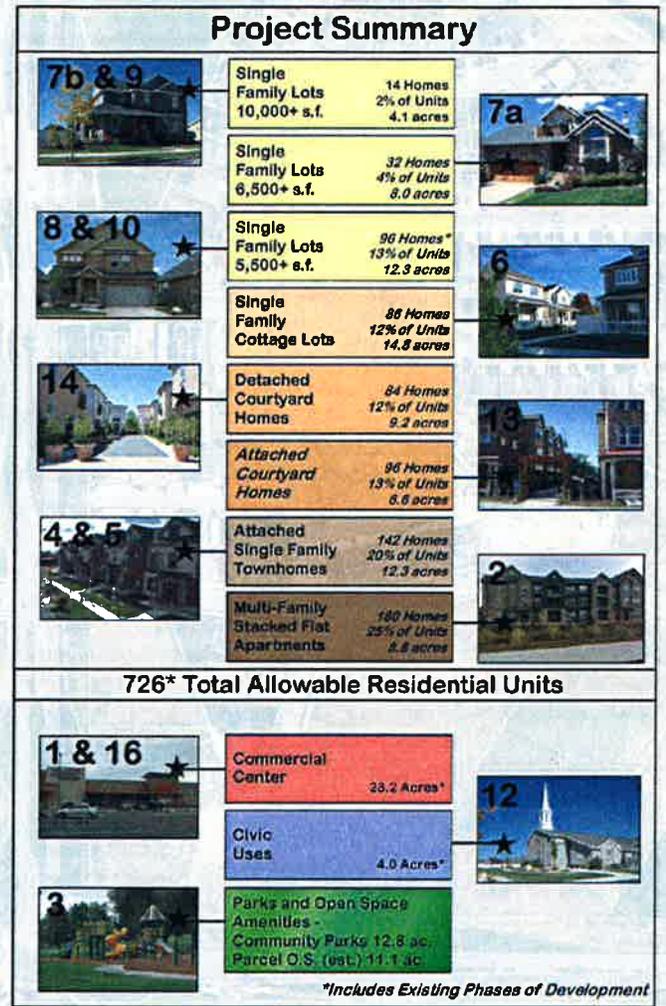
MASTER DEVELOPMENT PLAN PROPOSAL

This Master Development Plan was last amended by the City Council in August, 2014 (see attachment). Several areas within the master development plan have been at least partially developed, including the Ridley's commercial area (area 16), the Parkside subdivision (area 11), and the LDS church (area 12). Porter's Crossing Road and Smith Ranch Road have also been improved in the project.

The applicant is proposing some changes to the densities, housing types, road layout, and open space system, and has been working with the City on the creation of a master development agreement. Some of the more noteworthy changes are listed below. A more detailed overview can be seen in the included land use tables for both the existing and proposed land uses and densities.

- **Road Configuration.** The proposed plan removes a future road connection to the northwest and instead proposes a connection to St. Andrews Drive in the Eagle's Gate neighborhood to the west. Back in June the Planning Commission recommended that St. Andrews Drive connect directly to Porter's Crossing, allowing Eagle's Gate residents to drive to the commercial center, the church, the parks, and to Pony Express Parkway at a future signalized intersection (Porter's Crossing and Pony Express Pkwy). The plan includes the relocation of the existing park that would be removed with the road connection.

- Parks & Open Space.** The proposal contains three decent sized neighborhood parks (3.2 – 4.2 acres). The major utility corridor remains as open space, as well as the natural washes and detention areas. A parks and recreation plan has been submitted, which includes a proposed trail system and amenities/features that are contemplated as part of this project. The open space depicted within the individual pods is conceptual only, and simply depicts a potential open space improvement scenario. A more detailed discussion of this topic occurs later in this document.
- Housing Type & Densities.** The maximum number of housing units is the same (726), and the housing types and densities have been shifted around in an effort to comply with the City Council's condition of approval from the previous approval: *The Master Development Agreement must include language requiring that Area 3 provides a variety of housing products.* See the range of housing products that are being proposed in the project summary table.
- Northern Residential Zones.** Some changes are proposed for the densities and configuration of the single-family and single-family cottage lot areas in the northern section of the project.



Planning Commission Recommendation

On October 27, the Planning Commission recommended approval of this master development plan amendment with the following conditions:

1. The bonus density requirements must be detailed in the master development agreement.
2. The traffic study requirements must be met and detailed in the master development agreement.
3. The wash must either be piped or a 100-foot buffer from the top of the bank must be shown on the plans. A slope stability report must be completed with each preliminary plat located along a natural wash or a slope greater than 25%.

CRITERIA FOR REVIEW

The Development Code specifies the following criteria for evaluation of master development plans.

General Criteria

- Slopes, Natural Hazards, Natural Channels, Storm Water Runoff** – There is a minor storm drainage wash on this property and the Tickville Wash in the southwestern corner. The applicant has proposed an example of an improved drainage channel (Exhibit 5 in the MDA). The developer shall improve the drainage channel in this manner, or complete a slope stability study with each preliminary plat that abuts the wash, or any slope greater than 25%.

- **Soil Characteristics** – A geotechnical study will be reviewed along with each plat.

Infrastructure Criteria

- **Utilities**

Water & Sewer – An updated water model will be required for this project. The City Engineer and Public Works Directors have not expressed any other concerns with the wet utilities.

Electric & Natural Gas – There is a Kern River Gas high-pressure line that passes through this property. Improvements in this easement will be limited by Kern River's standards. Kern River's "ideal subdivision layout guidelines" recommend that the entire easement width be reserved as an open-space trail, be clearly and easily marked, and be designed so that crews can undertake emergency repairs quickly. Rocky Mountain Power also has power lines crossing this property. The power line corridor is shown as open space and must be deeded to the City along with subdivision plats.

Storm Drainage – See slopes/natural channels category above.

- **Streets**

- An updated traffic study was completed by Hales Engineering in December (see attached Updated Traffic Study - Executive Summary). The report's key findings/recommendations are included below. Traffic studies may be required with each preliminary plat to determine the specific timing of the recommended improvements.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- Both major intersections on Pony Express Parkway (Porters Crossing Parkway and Smith Ranch Road) are currently operating at acceptable levels of services.
- Queuing on the north- and eastbound approaches to the study intersections are anticipated to be excessive during the a.m. peak hour by 2020. Queuing on the westbound approaches to the study intersections is also anticipated to be excessive in the p.m. peak hour.
- By 2020, it is anticipated that a traffic signal will be warranted at the Porters Crossing Parkway / Pony Express Parkway intersection. It is recommended that a traffic signal be installed when warrants are met.
- It is recommended that the all-way stop control at the Smith Ranch Road / Pony Express Parkway intersection be removed and two-way (northbound and southbound) stop control be installed when the traffic signal is installed at Porters Crossing Parkway.
- It is recommended that Saint Andrew's Drive be extended to the east to connect with Smith Ranch Road. This will provide convenient connectivity between the two adjacent neighborhoods, and provide convenient access for the residents of the existing neighborhood to the retail establishments and other amenities in the proposed development.
- It is recommended that the new Smith Ranch Road / Saint Andrew's Drive intersection be constructed with curb bulbouts on the west leg, leaving a pavement width of just 20 feet as a traffic calming measure.

- The Pony Express Townhomes (approved project to the east of Area 2) have provided a stub road for future access to a road in this development. Area 2 should connect with this road.
- **Water Rights** – water rights are required (or purchase of City water) for each project at plat recording or building permit, depending on the type of development.

Compatibility Criteria

- **Compatible Densities** – The site is bordered by the following land uses:
 - North – Electrical substation, power line and gas corridor, and vacant property in Saratoga Springs City.
 - West – Power line and gas corridor, Eagle’s Gate neighborhood, Plum Creek multi-family neighborhood.
 - South – Pony Express Parkway
 - East – The approved Pony Express Townhomes project and vacant property in Saratoga Springs City.

Design Criteria

- **Open Space** –
 - **Required Open Space:** The City’s code requires 15.26 acres of improved open space for the development ((726 – 61) units x 1,000 sq ft). Common open space areas within multi-family projects do not count towards this requirement, unless a large area is planned that meets the criteria found in EMMC 16.35.105. Utility corridors and drainage washes (anything with greater than a 15% slope) are considered “unbuildable land,” and would have to receive special permission from the City Council to be approved as “improved open space.” If the Council agrees that the drainage wash can be piped and improved according to the provided example, then it could qualify as improved open space.
 - If you don’t feel that the drainage areas should count toward improved open space, then an option would be for the developer to provide a portion of the required open space and pay a fee-in-lieu for the remainder (currently calculated at \$5.75/sq ft of required open space).
 - A third option would be to provide less open space than required, and “buy down” open space by putting in extra amenities and park improvements to make up the difference. The buy-down is calculated at 150 points per acre of reduced property.
 - **Provided Open Space:** According to the Illustrated Plan the project is providing 12.8 acres in community parks and 11.1 acres within development pods. The 12.8 acres consists mainly of three parks that range from 3.2 to 4.2 acres in size. These areas all contain natural drainages, and will have to be improved by the developer to qualify as improved open space. The open space within development pods is simply an estimate or example to show how open space could be provided within these areas. Not all of the areas shown on the plan qualify as improved open space. The development pods will have to provide a minimum of 2.46 acres of improved open space.
 - **Does the proposed pattern of uses and densities attempt to make effective use of the planned community open space?**
 - The planned park areas provide a better open space system than those of the previous approval, and the piping and improvement of the drainage areas makes for an attractive trail system. Many of the planned uses and densities make good use of the trail and park system.

- The code states that “*All Tier III residential developments are required to provide the Tier III clubhouse.*” Although the density of many of the development pods is considered Tier III, they do not show clubhouses on the illustrated plan. They will still have to comply with the Bonus Density requirements in the City Code.
 - **Amenities:** This development would be required to provide a total of 1,526 points towards park amenities found in *Table 16.35.130(c) Park and Improved Open Space Elements*. The recreation plan includes asterisks and other symbols for the types of amenities proposed. Many of these are simply contemplated as possibilities within the development pods, and actual amenities may change with development proposals. Items of note:
 - No points are given for monument signs. They are required improvements under the Residential Bonus Density code.
 - Some of the sidewalk connections along roadways (orange line) are just regular 4-foot sidewalks and will not be counted in any of the point values.
 - The recreation features (yellow asterisks) may include tot lots, pavilions, basketball courts, tennis courts, splash pads, etc. The plan doesn’t call out any of those improvements specifically at this point.
 - The actual improvement of the parks and open space system must substantially comply with this plan, and the detailed landscaping plans will be approved along with preliminary plat applications or as a standalone plan.
 - You should consider whether the proposed amenities are appropriate for this development.
 - **Residential Bonus Density:** Each residential development within this project must comply with the bonus density entitlement requirements found in *Tables 17.30.110* of the City Code. These will be determined at the preliminary plat stage.
 - Fund or Construct Community Improvements/Amenities (\$2,000/buildable acre)
 - Entryways and Monuments
 - Residential Lot Landscaping
 - Recreational amenities
 - Clubhouse
 - Swimming pool
 - Garages / Covered parking
 - Storage Units

MASTER DEVELOPMENT AGREEMENT

A Master Development Agreement is a form of contract between the City and the developer/property owner establishing all rights and obligations associated with and related to the development of an approved Master Development Plan Land Use Element, including specific details concerning the improvements required, the timing of the installation of the improvements, utility plans and costs, and the funding mechanisms, among other things. The Agreement binds both parties to the conditions contained therein. Planning, engineering, and construction items specific to each phase of development are required to be approved in phases through the subdivision process. The Development Agreement is drafted and reviewed to assure that all prior agreed standards, approvals, costs, conditions, and special requirements are defined in writing and in the map of the project. It also vests the developer/owner and the City with certain rights. Approval of the development agreement allows the developer to move forward with plat approvals and development of the project, subject to the provisions of this agreement.

Key Elements of the Agreement

The following is a list of several of the key elements to the Porter’s Crossing Town Center Agreement that are discussed in detail in the actual agreement:

- **Density**
 - Each development pod is vested with a maximum density, but the developer is not guaranteed to be able to build up to the maximum density in any given pod (based upon building design, layout, terrain, etc.).
- **Density Transfer**
 - Developers are entitled to transfer residential units between certain parcels provided that the total number of units in any area shall not increase by more than 10%. Areas 2 and 10 cannot be increased. See details in the MDA.
- **Buildings and Layout**
 - The final product types and layouts may vary from those indicated on the land use plan and illustrated plan; provided that they are compatible with existing adjacent developments and that the developer maintains a variety of product types and layouts throughout the project.
- **Bonus Density**
 - No preliminary plat will be approved until the developer has demonstrated how they will comply with the Tier II, III, or IV bonus density requirements for that development area.
- **Saint Andrews Drive**
 - The City may require the developer to install the portion of the Saint Andrews Drive Extension outside of the project in conjunction with the approval of any Final Plat in both Pods 13 and 14 (they could develop multiple plats in either 13 or 14, but can't develop in both 13 and 14 without installation of Saint Andrews Drive Extension). This section of road should be classified as a system improvement and added to the Impact Fee Facilities Plan.
- **Privacy Fencing**
 - No direct residential driveway access is allowed from the collector roads, and privacy fencing must be installed for all development that backs up to a collector road.
- **Power Line Easement**
 - No open space credit will be given for improvement of the power line corridor, except for amenity points towards trails and other features. The easement property must be dedicated to the City at the City's request.
- **Drainages/Washes**
 - The City will not accept the areas in washes, hillsides, detention basins, or other areas unless the developer provides detailed plans acceptable to the City showing that these areas will be improved in a manner that creates acceptable usable open space.
- **Fencing along Substation**
 - In order to mitigate the visual impacts of the substation on the north end of the project, the developer agrees to construct a solid wood or vinyl fence along the north edge of the park. This fence will be eligible for improved open space points based on the actual costs to install the fencing.
- **Dedication and Improvement of Open Space**
 - Prior to any subdivision plat being recorded for any portion of the property, the developer must either improve, or place into escrow with the City 150% of the funds necessary to improve, the portion of improved open space that corresponds with the number of dwelling units in the plat. For example, if the first subdivision contains 20 units/lots, Developer shall improve, or place into escrow 150% of the funds necessary to improve, 20,000 square feet (1,000 square feet x

20 lots) of Improved Open Space. The Improved Open Space must be improved in conjunction with the required Improved Open Space points system in the City's Vested Code (the current code).

- **Northwest Residential Area**
 - A portion of Pod 10 may be encumbered by an easement in favor of Rocky Mountain Power or Questar Gas. The developer may not be able to develop the 12 lots shown on the land use map, and the City agrees to cooperate to allow construction of a road connecting to Berwick Drive for this pod.
- **Community Improvements**
 - Developer must contribute \$2,000 per buildable acre for construction of community wide improvements above and beyond the required park improvements. This is required with each plat and the intent of these funds is not specified in the agreement.

PROCEDURAL SECTION

Master Development Agreement and Future Approvals

Following these approvals, the applicant must complete any conditions specified in the Development Agreement. The next step would be the submittal of preliminary plats. If you have any concerns or issues that should be addressed with the land use map or the development agreement, any motion to approve the project may include changes to the map or the development agreement. You may also vote to table or continue the item to a future meeting, if you feel that there are remaining issues that cannot be resolved in the meeting.

Attachments

- Existing Approved Land Use Map
- Proposed Land Use Map
- Master Development Agreement & Exhibits (including the recreation plan, illustrated plan, and drainage channel example)

Porters Crossing Town Center

Traffic Impact Study *UPDATED*



Eagle Mountain, Utah

December 2015

UT14-568

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Porters Crossing Town Center mixed-use development located in Eagle Mountain, Utah. The proposed project is located along Porters Crossing Parkway north of Pony Express Parkway and east of Ranches Parkway.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future conditions (2020 & 2040) are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2014) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts at the following intersection:

- Porters Crossing Parkway / Pony Express Parkway
- Smith Ranch Road / Pony Express Parkway
- West RIRO / Pony Express Parkway

These counts were performed on Thursday, February 20, 2014. The a.m. peak hour was determined to be between 7:15 and 8:15 a.m. and the p.m. peak hour was determined to be between 5:00 and 6:00 p.m.

As shown in Tables ES-1 & ES-2, all intersections are operating at acceptable levels of service during the a.m. and p.m. peak hours. The 95th percentile queue on the westbound approach to the Porters Crossing Parkway / Pony Express Parkway intersection extends approximately 230 feet during the p.m. peak hour. No other significant queuing was observed.

Project Conditions Analysis

The proposed land use for the development has been identified as follows:

- Single Family Dwelling Units: 308
- Apartments: 238
- Townhouses: 180
- Commercial (square feet): 129,000

The commercial square footage does not include the Ridley's Grocery, Ace Hardware, or Starbucks that were recently built. Commercial square footage is based on an estimation of the sites shown in the concept plan that are still to be developed and a floor area ratio (FAR) of 0.3.

Existing (2014) Plus Project Conditions Analysis

As shown in Tables ES-1 & ES-2, all study intersections are anticipated to operate at acceptable levels of service with project traffic added, with the exception of the East RIRO access during the p.m. peak hour. The 95th percentile queue at the Porters Crossing Parkway / Pony Express Parkway intersection is anticipated to extend approximately 430 feet on the eastbound approach during the a.m. peak hour, and approximately 430 on the westbound approach during the p.m. peak hour. The anticipated queue in the p.m. peak hour will likely block the East RIRO access, contributing to delay at that location. No other significant queuing is anticipated.

Future (2020) Background Conditions Analysis

As shown in Tables ES-1 & ES-2, the Porters Crossing Parkway / Pony Express Parkway intersection is anticipated to operate at poor levels of service in both the a.m. and p.m. peak hours, and the Smith Ranch Road / Pony Express Parkway intersection is anticipated to operate at a poor level of service during the a.m. peak hour. The 95th percentile queues during the a.m. peak hour are anticipated to extend for several hundred feet on the eastbound approaches to both study intersections and on the northbound approach at the Porters Crossing Parkway / Pony Express Parkway intersection. During the p.m. peak hour, the 95th percentile queue on the westbound approach to the Porters Crossing Parkway / Pony Express Parkway intersection is anticipated to extend several hundred feet as well. No other significant queuing is anticipated.

Future (2020) Plus Project Conditions Analysis

As shown in Tables ES-1 & ES-2, , the Porters Crossing Parkway / Pony Express Parkway and Smith Ranch Road / Pony Express Parkway intersections are anticipated to operate at poor levels of service in both the a.m. and p.m. peak hours. The East RIRO and West RIRO accesses are anticipated to operate at poor levels of service during the p.m. peak hour. The 95th percentile queues are anticipated to extend several hundred feet on the eastbound and northbound approaches to each study intersection along Pony Express Parkway during the a.m. peak hour. The 95th percentile queues are also anticipated to extend several hundred feet on all approaches during the p.m. peak hour.

Future (2040) Background Conditions Analysis

As shown in Tables ES-1 & ES-2, the Porters Crossing Parkway and Smith Ranch Road intersections are both anticipated to operate at poor levels of service during the a.m. peak hour. All intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queues at both study intersections are anticipated to extend for several hundred feet on the north- and eastbound approaches during the a.m. peak hour. During the p.m. peak hour, the 95th percentile queue on the westbound approach to the Porters Crossing Parkway / Pony Express Parkway intersection is anticipated to extend for several hundred feet. No other significant queuing is anticipated.

Future (2040) Plus Project Conditions Analysis

As shown in Tables ES-1 & ES-2, both study intersections on Pony Express Parkway are anticipated to operate at poor levels of service in the a.m. and p.m. peak hours. The 95th percentile queues at both study intersections on Pony Express Parkway are anticipated to extend for several hundred feet on the north- and eastbound approaches during the a.m. peak hour. During the p.m. peak hour, the 95th percentile queues are anticipated to extend several hundred feet in both the east- and westbound directions. No other significant queuing is anticipated.

TABLE ES-1 A.M. Peak Hour Eagle Mountain - Porters Crossing Town Center TIS						
Intersection	Existing 2014 Background	Existing 2014 Plus Project	Future 2020 Background	Future 2020 Plus Project	Future 2040 Background	Future 2040 Plus Project
Description	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)
Porters Crossing Pkwy / Pony Express Pkwy	B (10.2)	D (28.9)	F (>50)	F (>50)	F (>50)	F (>50)
Smith Ranch Rd / Pony Express Pkwy	A (6.9)	A (7.3)	F (>50)	F (>50)	F (>50)	F (>50)
West RIRO / Pony Express Pkwy	A (2.8) / SB	A (5.3) / SB	A (3.3) / SB	A (3.5) / SB	A (3.4) / SB	A (3.7)
East RIRO / Pony Express Pkwy ²	-	A (3.4) / SB	-	A (3.8) / EB	-	A (3.9)
Smith Ranch Rd / St. Andrew's Dr ²	-	A (4.5) / SB	-	A (4.7) / SB	-	A (4.7)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized, all-way stop, and roundabout/controlled intersections, and the worst approach for all other intersections.
2. This intersection is a project intersection and was only analyzed in "plus project" scenarios.

Source: Hales Engineering, December 2015

TABLE ES-2
P.M. Peak Hour
Eagle Mountain - Porters Crossing Town Center TIS

Intersection	Existing 2014 Background	Existing 2014 Plus Project	Future 2020 Background	Future 2020 Plus Project	Future 2040 Background	Future 2040 Plus Project
Description	LOS (Sec/Veh) ¹					
Porters Crossing Pkwy / Pony Express Pkwy	B (12.3)	C (21.2)	E (49.2)	F (>50)	D (27.4)	F (>50)
Smith Ranch Rd / Pony Express Pkwy	A (7.2)	B (14.6)	A (9.3)	F (>50)	A (9.9)	F (>50)
West RIRO / Pony Express Pkwy	A (3.9) / SB	A (5.4) / SB	A (5.4) / SB	F (>50) / SB	A (6.3) / SB	F (>50)
East RIRO / Pony Express Pkwy ²	-	F (>50) / SB	-	F (>50) / SB	-	F (>50)
Smith Ranch Rd / St. Andrew's Dr ²	-	A (6.2) / SB	-	A (6.2) / SB	-	A (7.1)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized, all-way stop, and roundabout-controlled intersections and the worst approach for all other intersections.
2. This intersection is a project intersection and was only analyzed in "plus project" scenarios.

Source: Hales Engineering, December 2015

RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2014) Background Conditions Analysis

No mitigation measures are recommended.

Existing (2014) Plus Project Conditions Analysis

The westbound left-turn queue at the Porters Crossing Parkway / Pony Express Parkway intersection is anticipated to exceed the existing capacity and block one of the through lanes. Extending the left-turn storage at this location will allow for better westbound flow, and will likely reduce queuing and delay on the approach. No other mitigation measures are recommended.

Future (2020) Background Conditions Analysis

High traffic volumes are anticipated for the study intersections, especially during peak hours. It is likely that conditions at the Porters Crossing Parkway / Pony Express Parkway intersection will meet the warrants for a traffic signal. It is recommended that a traffic signal be installed at this intersection when warrants are met. No other mitigation measures are recommended.

Future (2020) Plus Project Conditions Analysis

Along with the recommended traffic signal at the Porters Crossing Parkway / Pony Express Parkway intersection, it is recommended that the all-way stop control at the Smith Ranch Road / Pony Express Parkway intersection be changed to two-way (north- and southbound) stop control. This will improve east/west flow along the Pony Express Parkway, but will likely increase delay on the north- and southbound approaches, especially during peak traffic periods. With a traffic signal at Porters Crossing Parkway, drivers will have an alternative intersection to use if delays on Smith Ranch Road are unacceptable. A traffic signal could also be considered at Smith Ranch Road, but the feasibility of this mitigation measure would depend on compliance with the city's transportation master plan.

Future (2040) Background Conditions Analysis

No additional mitigation measures are recommended at this time.

Future (2040) Plus Project Conditions Analysis

No additional mitigation measures are recommended.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- Both major intersections on Pony Express Parkway (Porters Crossing Parkway and Smith Ranch Road) are currently operating at acceptable levels of services.
- Queuing on the north- and eastbound approaches to the study intersections are anticipated to be excessive during the a.m. peak hour by 2020. Queuing on the westbound approaches to the study intersections is also anticipated to be excessive in the p.m. peak hour.
- By 2020, it is anticipated that a traffic signal will be warranted at the Porters Crossing Parkway / Pony Express Parkway intersection. It is recommended that a traffic signal be installed when warrants are met.
- It is recommended that the all-way stop control at the Smith Ranch Road / Pony Express Parkway intersection be removed and two-way (northbound and southbound) stop control be installed when the traffic signal is installed at Porters Crossing Parkway.
- It is recommended that Saint Andrew's Drive be extended to the east to connect with Smith Ranch Road. This will provide convenient connectivity between the two adjacent neighborhoods, and provide convenient access for the residents of the existing neighborhood to the retail establishments and other amenities in the proposed development.
- It is recommended that the new Smith Ranch Road / Saint Andrew's Drive intersection be constructed with curb bulbouts on the west leg, leaving a pavement width of just 20 feet as a traffic calming measure.

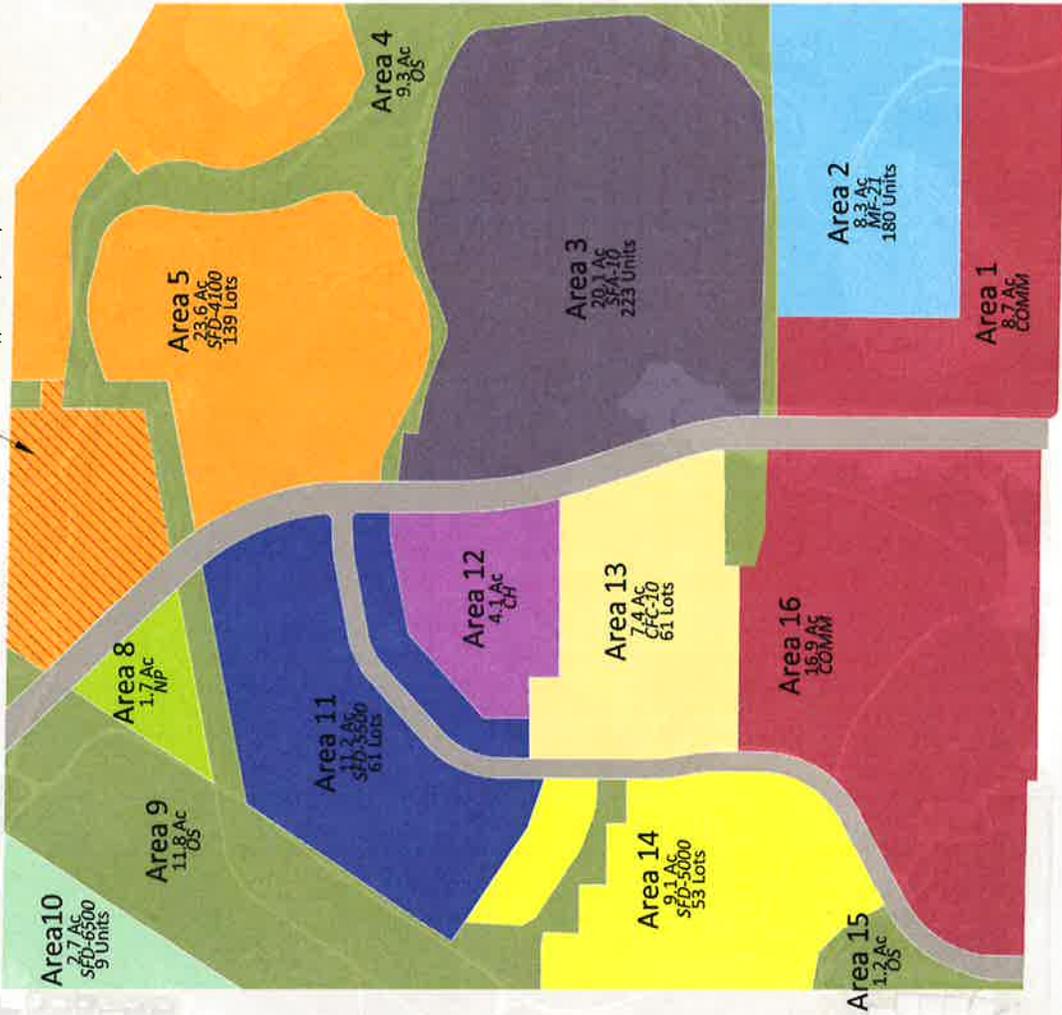
PORTER'S CROSSING

July 02, 2014

Area may become a Community Space area.
Possible uses include: recreation center, city/utility offices, charter school, library, etc. As approved by the city.

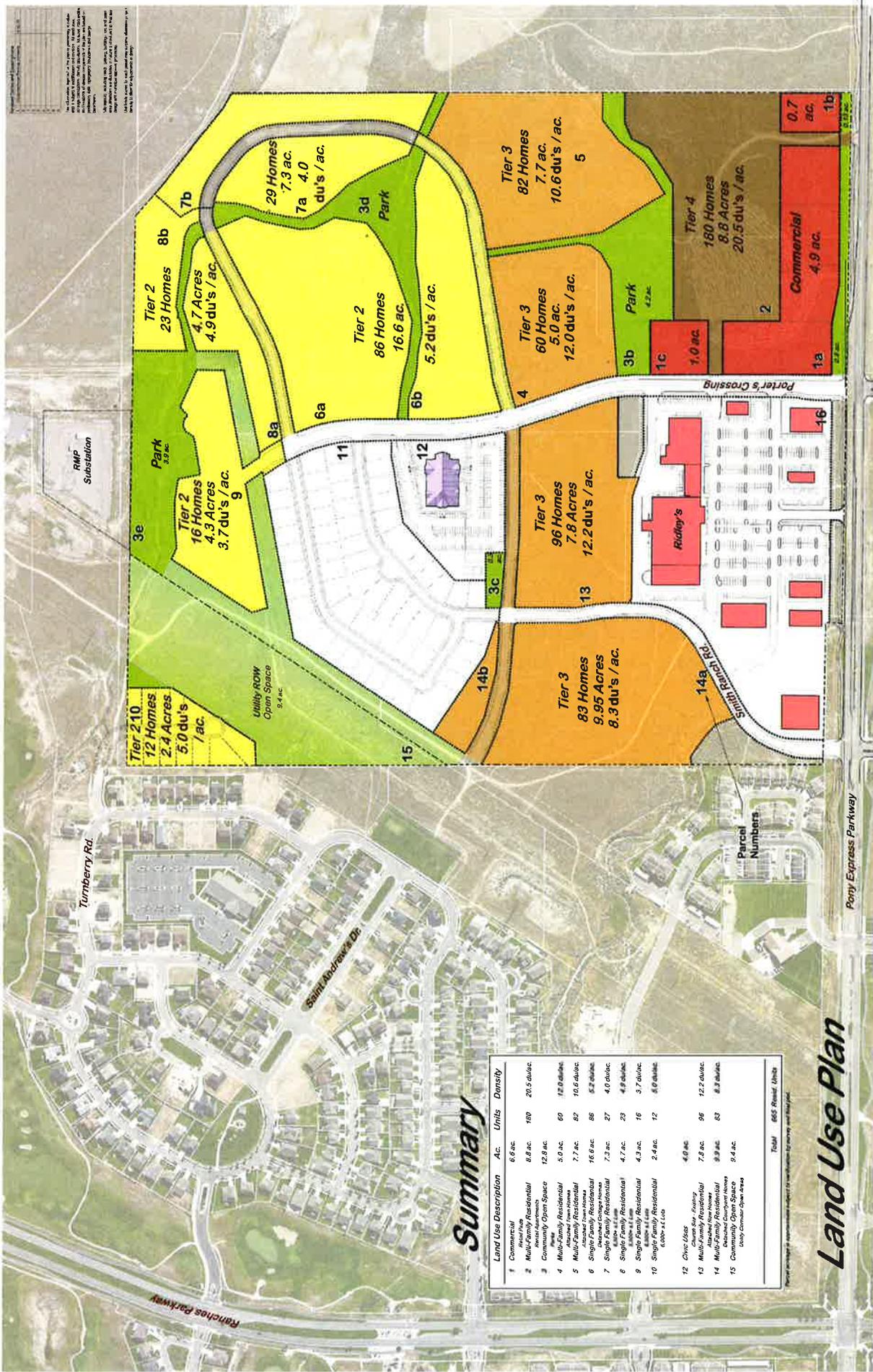
LEGEND

- COMM- Commercial
- MF- Multi-Family Residential
- SFA- Single Family Attached (Townhome)
- SFD- Single Family Detached- Avg. 4,100 sq ft
- NP- Single Family Detached- 5,000 sq ft
- OS- Single Family Detached- 5,500 sq ft
- CH- Single Family Detached- 6,500 sq ft
- CFC- Neighborhood Park
- Open Space
- Church
- Condensed Family Cluster



DATE:	07/02/14
SCALE:	AS SHOWN
PROJECT:	PORTER'S CROSSING TOWN CENTER
CLIENT:	TRIMARK
DESIGNER:	WARD ENGINEERING GROUP
CHECKED:	
APPROVED:	

DATE:	07/02/14
SCALE:	AS SHOWN
PROJECT:	PORTER'S CROSSING TOWN CENTER
CLIENT:	TRIMARK
DESIGNER:	WARD ENGINEERING GROUP
CHECKED:	
APPROVED:	



All dimensions shown are approximate and are for informational purposes only. Actual dimensions may vary due to field conditions. All dimensions are shown in feet and inches. All dimensions are shown to the nearest 1/4 inch. All dimensions are shown to the nearest 1/8 inch. All dimensions are shown to the nearest 1/16 inch. All dimensions are shown to the nearest 1/32 inch. All dimensions are shown to the nearest 1/64 inch. All dimensions are shown to the nearest 1/128 inch. All dimensions are shown to the nearest 1/256 inch. All dimensions are shown to the nearest 1/512 inch. All dimensions are shown to the nearest 1/1024 inch. All dimensions are shown to the nearest 1/2048 inch. All dimensions are shown to the nearest 1/4096 inch. All dimensions are shown to the nearest 1/8192 inch. All dimensions are shown to the nearest 1/16384 inch. All dimensions are shown to the nearest 1/32768 inch. All dimensions are shown to the nearest 1/65536 inch. 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All dimensions are shown to the nearest 1/17179869184 inch. All dimensions are shown to the nearest 1/34359738368 inch. All dimensions are shown to the nearest 1/68719476736 inch. All dimensions are shown to the nearest 1/137438953472 inch. All dimensions are shown to the nearest 1/274877907536 inch. All dimensions are shown to the nearest 1/549755815072 inch. All dimensions are shown to the nearest 1/1099511630144 inch. All dimensions are shown to the nearest 1/2199023260288 inch. All dimensions are shown to the nearest 1/4398046520576 inch. All dimensions are shown to the nearest 1/8796093041152 inch. All dimensions are shown to the nearest 1/17592186082304 inch. All dimensions are shown to the nearest 1/35184372164608 inch. All dimensions are shown to the nearest 1/70368744329216 inch. All dimensions are shown to the nearest 1/140737488658432 inch. All dimensions are shown to the nearest 1/281474977316864 inch. All dimensions are shown to the nearest 1/562949954633728 inch. All dimensions are shown to the nearest 1/1125899909267456 inch. All dimensions are shown to the nearest 1/2251799818534912 inch. All dimensions are shown to the nearest 1/4503599637069824 inch. All dimensions are shown to the nearest 1/9007199274139648 inch. All dimensions are shown to the nearest 1/18014398548279296 inch. All dimensions are shown to the nearest 1/36028797096558592 inch. All dimensions are shown to the nearest 1/72057594193117184 inch. All dimensions are shown to the nearest 1/144115188386234368 inch. All dimensions are shown to the nearest 1/288230376772468736 inch. All dimensions are shown to the nearest 1/576460753544937472 inch. All dimensions are shown to the nearest 1/1152921507089874944 inch. All dimensions are shown to the nearest 1/2305843014179749888 inch. All dimensions are shown to the nearest 1/4611686028359499776 inch. All dimensions are shown to the nearest 1/9223372056718999552 inch. All dimensions are shown to the nearest 1/18446744113437999104 inch. All dimensions are shown to the nearest 1/36893488226875998208 inch. All dimensions are shown to the nearest 1/73786976453751996416 inch. All dimensions are shown to the nearest 1/147573952907503992832 inch. All dimensions are shown to the nearest 1/295147905815007985664 inch. All dimensions are shown to the nearest 1/590295811630015971328 inch. All dimensions are shown to the nearest 1/1180591623260031942656 inch. All dimensions are shown to the nearest 1/2361183246520063885312 inch. All dimensions are shown to the nearest 1/4722366493040127770624 inch. All dimensions are shown to the nearest 1/9444732986080255541248 inch. All dimensions are shown to the nearest 1/18889465972160511082496 inch. All dimensions are shown to the nearest 1/37778931944321022164992 inch. All dimensions are shown to the nearest 1/75557863888642044329984 inch. All dimensions are shown to the nearest 1/151115727777284088659968 inch. All dimensions are shown to the nearest 1/302231455554568177319936 inch. All dimensions are shown to the nearest 1/604462911109136354639872 inch. All dimensions are shown to the nearest 1/1208925822218272709279744 inch. All dimensions are shown to the nearest 1/2417851644436545418559488 inch. All dimensions are shown to the nearest 1/4835703288873090837118976 inch. All dimensions are shown to the nearest 1/9671406577746181674237952 inch. All dimensions are shown to the nearest 1/1934281315549236334847504 inch. All dimensions are shown to the nearest 1/3868562631098472669695008 inch. All dimensions are shown to the nearest 1/7737125262196945339390016 inch. All dimensions are shown to the nearest 1/15474250524393890678780032 inch. All dimensions are shown to the nearest 1/30948501048787781357560064 inch. All dimensions are shown to the nearest 1/61897002097575562715120128 inch. All dimensions are shown to the nearest 1/123794004195151125430240256 inch. All dimensions are shown to the nearest 1/247588008390302250860480512 inch. All dimensions are shown to the nearest 1/495176016780604501720961024 inch. All dimensions are shown to the nearest 1/990352033561209003441922048 inch. All dimensions are shown to the nearest 1/1980704067122418006883844096 inch. All dimensions are shown to the nearest 1/3961408134244836013767688192 inch. All dimensions are shown to the nearest 1/7922816268489672027535376384 inch. All dimensions are shown to the nearest 1/15845632536979344055070752768 inch. All dimensions are shown to the nearest 1/31691265073958688110141505536 inch. All dimensions are shown to the nearest 1/63382530147917376220283011072 inch. All dimensions are shown to the nearest 1/126765060295834752440566022144 inch. All dimensions are shown to the nearest 1/253530120591669504881132044288 inch. All dimensions are shown to the nearest 1/507060241183339009762264088576 inch. All dimensions are shown to the nearest 1/1014120482366678019524521771152 inch. All dimensions are shown to the nearest 1/2028240964733356039049043542304 inch. All dimensions are shown to the nearest 1/4056481929466712078098087084608 inch. All dimensions are shown to the nearest 1/8112963858933424156196174169216 inch. All dimensions are shown to the nearest 1/16225927117866848312392348338432 inch. All dimensions are shown to the nearest 1/32451854235733696624784696676864 inch. All dimensions are shown to the nearest 1/64903708471467393249569393353728 inch. All dimensions are shown to the nearest 1/129807416942934786499138786707456 inch. All dimensions are shown to the nearest 1/259614833885869572998277573414912 inch. All dimensions are shown to the nearest 1/519229667771739145996555146829824 inch. All dimensions are shown to the nearest 1/103845933554347829199311029369648 inch. All dimensions are shown to the nearest 1/207691867108695658398622058739296 inch. All dimensions are shown to the nearest 1/415383734217391316797244117478592 inch. All dimensions are shown to the nearest 1/830767468434782633594488234957184 inch. All dimensions are shown to the nearest 1/1661534936869565267188976469914368 inch. All dimensions are shown to the nearest 1/3323069873739130534377952939828736 inch. All dimensions are shown to the nearest 1/6646139747478261068755905879657472 inch. All dimensions are shown to the nearest 1/13292279494956522137511811759314944 inch. All dimensions are shown to the nearest 1/26584558989913044275023623518629888 inch. All dimensions are shown to the nearest 1/53169117979826088550047247037259776 inch. All dimensions are shown to the nearest 1/106338235959652177100094494074519552 inch. All dimensions are shown to the nearest 1/212676471919304354200188988149039104 inch. All dimensions are shown to the nearest 1/425352943838608708400377976298078208 inch. All dimensions are shown to the nearest 1/850705887677217416800755952596156416 inch. All dimensions are shown to the nearest 1/1701411775354434833601511905192312832 inch. All dimensions are shown to the nearest 1/3402823550708869667203023810246245648 inch. All dimensions are shown to the nearest 1/6805647101417739334406047620492491296 inch. All dimensions are shown to the nearest 1/13611294202835478668812095240984982592 inch. All dimensions are shown to the nearest 1/27222588405670957337624190481969965184 inch. All dimensions are shown to the nearest 1/54445176811341914675248380963939930368 inch. All dimensions are shown to the nearest 1/108890353622683829500496717878798660736 inch. All dimensions are shown to the nearest 1/217780707245367659000993435757597321472 inch. All dimensions are shown to the nearest 1/4355614144907353180019868715151946428448 inch. All dimensions are shown to the nearest 1/871122828981470636003973743030389285696 inch. All dimensions are shown to the nearest 1/1742245577962941272007947486060785713152 inch. All dimensions are shown to the nearest 1/348449115592588254401589497212157142624 inch. All dimensions are shown to the nearest 1/69689823118517650880317899442431425248 inch. All dimensions are shown to the nearest 1/139379646237035301760637798884862850496 inch. All dimensions are shown to the nearest 1/278759292474070603521275597769737200992 inch. All dimensions are shown to the nearest 1/557518584948141207042551195539474401984 inch. All dimensions are shown to the nearest 1/111503716989628241408510239107894803968 inch. All dimensions are shown to the nearest 1/2230074339792564828171047822157896079376 inch. All dimensions are shown to the nearest 1/4460148679585129656342095644317932158752 inch. All dimensions are shown to the nearest 1/8920297359170259312684191288635864317504 inch. All dimensions are shown to the nearest 1/1784059471834051862536838577271732635008 inch. All dimensions are shown to the nearest 1/3568118943668103725073677154543465270016 inch. All dimensions are shown to the nearest 1/7136237887336207450147354309086930440032 inch. All dimensions are shown to the nearest 1/14272475774672414900294708618173860888064 inch. All dimensions are shown to the nearest 1/28544951549344829800589417236347721776128 inch. All dimensions are shown to the nearest 1/57089903098689659601178834472695443552256 inch. All dimensions are shown to the nearest 1/1141798061973793192023576694453088711104512 inch. All dimensions are shown to the nearest 1/22835961239475863840471533889061772208024 inch. All dimensions are shown to the nearest 1/4567192247895172768094306777812344444048 inch. All dimensions are shown to the nearest 1/913438449579034553618861355562468888810096 inch. All dimensions are shown to the nearest 1/1826876999158069107237732711248137777721792 inch. All dimensions are shown to the nearest 1/36537539983161382144746454224962755554384 inch. All dimensions are shown to the nearest 1/73075079966322764289492908449925511108768 inch. All dimensions are shown to the nearest 1/146150159932645528578985816899850222217536 inch. All dimensions are shown to the nearest 1/292300319865291057157971637799700444435072 inch. All dimensions are shown to the nearest 1/584600639730582114315943275599400888870144 inch. All dimensions are shown to the nearest 1/1169201279461164228631886551198801777740288 inch. All dimensions are shown to the nearest 1/233840255892232845726377302399603555480576 inch. All dimensions are shown to the nearest 1/467680511784465691452754604799207110961152 inch. All dimensions are shown to the nearest 1/93536102356893138290550920959841421922304 inch. All dimensions are shown to the nearest 1/187072204713786276581101811919882843844608 inch. All dimensions are shown to the nearest 1/37414440942757255316220362383976687729216 inch. All dimensions are shown to the nearest 1/74828881885514510632440724767953375458432 inch. All dimensions are shown to the nearest 1/149657763771029021264881495359067510916864 inch. All dimensions are shown to the nearest 1/29931552754205804252976299071813502183328 inch. All dimensions are shown to the nearest 1/59863105508411608505952598143627004366656 inch. All dimensions are shown to the nearest 1/11972621101682321701119155288724540733312 inch. All dimensions are shown to the nearest 1/23945242203364643402238310577490888666624 inch. All dimensions are shown to the nearest 1/47890484406729286804476621155549773333248 inch. All dimensions are shown to the nearest 1/95780968813458573608953242311099546666576 inch. All dimensions are shown to the nearest 1/191561937626917147217906484622199093333152 inch. All dimensions are shown to the nearest 1/38312387525383429443581297244398186666256 inch. All dimensions are shown to the nearest 1/76624775050766858887162548488796373332512 inch. All dimensions are shown to the nearest 1/15324955010153371777432509697759266665024 inch. All dimensions are shown to the nearest 1/30649910020306743554865019395518533330048 inch. All dimensions are shown to the nearest 1/61299820040613487109730038791037066660096 inch. All dimensions are shown to the nearest 1/122599640081226974219460077582074133320192 inch. All dimensions are shown to the nearest 1/245199280162453948438920155164148266640384 inch. All dimensions are shown to the nearest 1/490398560324907896877840310328296533280768 inch. All dimensions are shown to the nearest 1/980797120649815793755680620656593066561536 inch. All dimensions are shown to the nearest 1/1961594241299631587511361241313186133112704 inch. All dimensions are shown to the nearest 1/392318848259926317502272248262637226224448 inch. All dimensions are shown to the nearest 1/78463769651985263500454449652527445248896 inch. All dimensions are shown to the nearest 1/156927539303970527000908993045054889779392 inch. All dimensions are shown to the nearest 1/313855078607941054001817986090109799558784 inch. All dimensions are shown to the nearest 1/627710157215882108003635972180219599117568 inch. All dimensions are shown to the nearest 1/125542031443176421600727184360439198235136 inch. All dimensions are shown to the nearest 1/251084062886352843201454368720878396470272 inch. All dimensions are shown to the nearest 1/502168125772705686402908737441766792940544 inch. All dimensions are shown to the nearest 1/100433625154541137280581775488353348181088 inch. All dimensions are shown to the nearest 1/200867250309082274561163550976706696362176 inch. All dimensions are shown to the nearest 1/401734500618164549122327101953413392444352 inch. All dimensions are shown to the nearest 1/803469001236329098244654203906826788888896 inch. All dimensions are shown to the nearest 1/1606938002472658196489308407813653777777792 inch. All dimensions are shown to the nearest 1/3213876004945316392978616815627307555555584 inch. All dimensions are shown to the nearest 1/6427752009890632785957233631254615111111168 inch. All dimensions are shown to the nearest 1/128555040197812655719144672625092222222336 inch. All dimensions are shown to the nearest 1/257110080395625311438289352450184444444672 inch. All dimensions are shown to the nearest 1/51422016079125062887657870490036888889344 inch. All dimensions are shown to the nearest 1/102844032158250125775315740980073777776888 inch. All dimensions are shown to the nearest 1/2056880643165002515506314819601475555537776 inch. All dimensions are shown to the nearest 1/41137612863300050310126296392029511111155552 inch. All dimensions are shown to the nearest 1/822752257266001006202525927840590222223111104 inch. All dimensions are shown to the nearest 1/1645504514532002012405051855681180444444222208 inch. All dimensions are shown to the nearest 1/3291009029064004024810103711362360888884444416 inch. All dimensions are shown to the nearest 1/658201805812800804962020742272472177776888832 inch. All dimensions are shown to the nearest 1/1316403611625601609924041484544344355553777664 inch. All dimensions are shown to the nearest 1/263280722325120321984808296908868871111115555296 inch. All dimensions are shown to the nearest 1/52656144465024064396961658381773772222231111104 inch. All dimensions are shown to the nearest 1/1053122889300481287939233167635475444442222208 inch. All dimensions are shown to the nearest 1/2106245778600962575878466335270950888844444416 inch. All dimensions are shown to the nearest 1/421249155720192515175693271054190177776888832 inch. All dimensions are shown to the nearest 1/842498311440385030351386542108380355553777664 inch. All dimensions are shown to the nearest 1/168499662288077006070277304216676071111115555296 inch. All dimensions are shown to the nearest 1/336999324576154012140554608433342142222231111104 inch. All dimensions are shown to the nearest 1/673998649152308024281109116886684444442222208 inch. All dimensions are shown to the nearest 1/13479972983046160456221823377336888844444416 inch. All dimensions are shown to the nearest 1/2695994596609232091244364675467377776888832 inch. All dimensions are shown to the nearest 1/539198919321846418248872951094755553777664 inch. All dimensions are shown to the nearest 1/1078397838643692364977658222189511111115555296 inch. All dimensions are shown to the nearest 1/21567956772873847299553164437902222231111104 inch. All dimensions are shown to the nearest 1/43135913545747694599106328875804444442222208 inch. All dimensions are shown to the nearest 1/8627182709149539119821265775160888844444416 inch. All dimensions are shown to the nearest 1/172543654182990782396453155042177776888832 inch. All dimensions are shown to the nearest 1/345087308365981564792906310084355553777664 inch. All dimensions are shown to the nearest 1/690174616731963129584812621687011111115555296 inch. All dimensions are shown to the nearest 1/138034923346392658176962544337402222231111104 inch. All dimensions are shown to the nearest 1/276069846692785316353935088674804444442222208 inch. All dimensions are shown to the nearest 1/5521396933855706327078701773496088844444416 inch. All dimensions are shown to the nearest 1/1104279386771141265415743546892177776888832 inch. All dimensions are shown to the nearest 1/2208558773542282530831487093784355553777664 inch. All dimensions are shown to the nearest 1/4417117547084565061662974187568711111115555296 inch. All dimensions are shown to the nearest 1/883423509416913012332594837513742222231111104 inch. All dimensions are shown to the nearest 1/17668470188338260246651896750274444442222208 inch. All dimensions are shown to the nearest 1/3533694037667652049330379150054888844444416 inch. All dimensions are shown to the nearest 1/706738807533530409866075830010977776888832 inch. All dimensions are shown to the nearest 1/1413477615067060819732151660021755553777664 inch. All dimensions are shown to the nearest 1/282695523013412163946432332004311111115555296 inch. All dimensions are shown to the nearest 1/56539104602682432789286466400862222231111104 inch. All dimensions are shown to the nearest 1/113078209205364865578572932801724444442222208 inch. All dimensions are shown to the nearest 1/2261564184107297311571458656034488844444416 inch. All dimensions are shown to the nearest 1/45231283682145946231429131200697776888832 inch. All dimensions are shown to the nearest 1/904625673642918924628582624013955553777664 inch. All dimensions are shown to the nearest 1/180925134728583784925716524802711111115555296 inch. All dimensions are shown to the nearest 1/36185026945716756985143049600542222231111104 inch. All dimensions are shown to the nearest 1/72370053891433513970286099201084444442222208 inch. All dimensions are shown to the nearest 1/144740107782867027940572198402177776888832 inch. All dimensions are shown to the nearest 1/289480215565734055881144396804355553777664 inch. All dimensions are shown to the nearest 1/578960431131468111762288793608711111115555296 inch. All dimensions are shown to the nearest 1/115792086226293622352577587217542222231111104 inch. All dimensions are shown to the nearest 1/231584172452587244705155174435088844444416 inch. All dimensions are shown to the nearest 1/463168344905174489410302348870177776888832 inch. All dimensions are shown to the nearest 1/926336689810348978820604697740355553777664 inch. All dimensions are shown to the nearest 1/1852673379620697957641209395480711111115555296 inch. All dimensions are shown to the nearest 1/370534675924139591528241879096142222231111104 inch. All dimensions are shown to the nearest 1/741069351848279183056483758192284444442222208 inch. All dimensions are shown to the nearest 1/148213870369655836611296717638455553777664 inch. All dimensions are shown to the nearest 1/296427740739311673222593432776911111115555296 inch. All dimensions are shown to the nearest 1/59285548147862334644518686555382222231111104 inch. All dimensions are shown to the nearest 1/11857109629572466928903737111064444442222208 inch. All dimensions are shown to the nearest 1/2371421925914493385780747422212888844444416 inch. All dimensions are shown to the nearest 1/47428438518289867715614948444357776888832 inch. All dimensions are shown to the nearest 1/948568770365797354312298968887155553777664 inch. All dimensions are shown to the nearest 1/189713754073159470862459793777411111115555296 inch. All dimensions are shown to the nearest 1/37942750814631894172491959755482222231111104 inch. All dimensions are shown to the nearest 1/75885501629263788344983919510974444442222208 inch. All dimensions are shown to the nearest 1/1517710032585275766899782302219488844444416 inch. All dimensions are shown to the nearest 1/30354200651705515337995646044397776888832 inch. All dimensions are shown to the nearest 1/607084013034110306759912880887955553777664 inch. All dimensions are shown to the nearest 1/1214168026068220613519985761775911111115555296 inch. All dimensions are shown to the nearest 1/24283360521364412270399715355582222231111104 inch. All dimensions are shown to the nearest 1/48566721042728824540799426711164444442222208 inch. All dimensions are

ORDINANCE NO. O- -2016

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE PORTER'S CROSSING TOWN CENTER
MASTER DEVELOPMENT PLAN MAP**

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to amend the Porter's Crossing Town Center Master Development Plan as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the proposed Master Development Plan Map Amendment as set forth in Exhibit A.
2. The Porter's Crossing Town Center Master Development Plan Map is hereby amended as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 5th day of January, 2016.

EAGLE MOUNTAIN CITY, UTAH

Chris Pengra, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City on this 5th day of January, 2016.

Those voting aye:

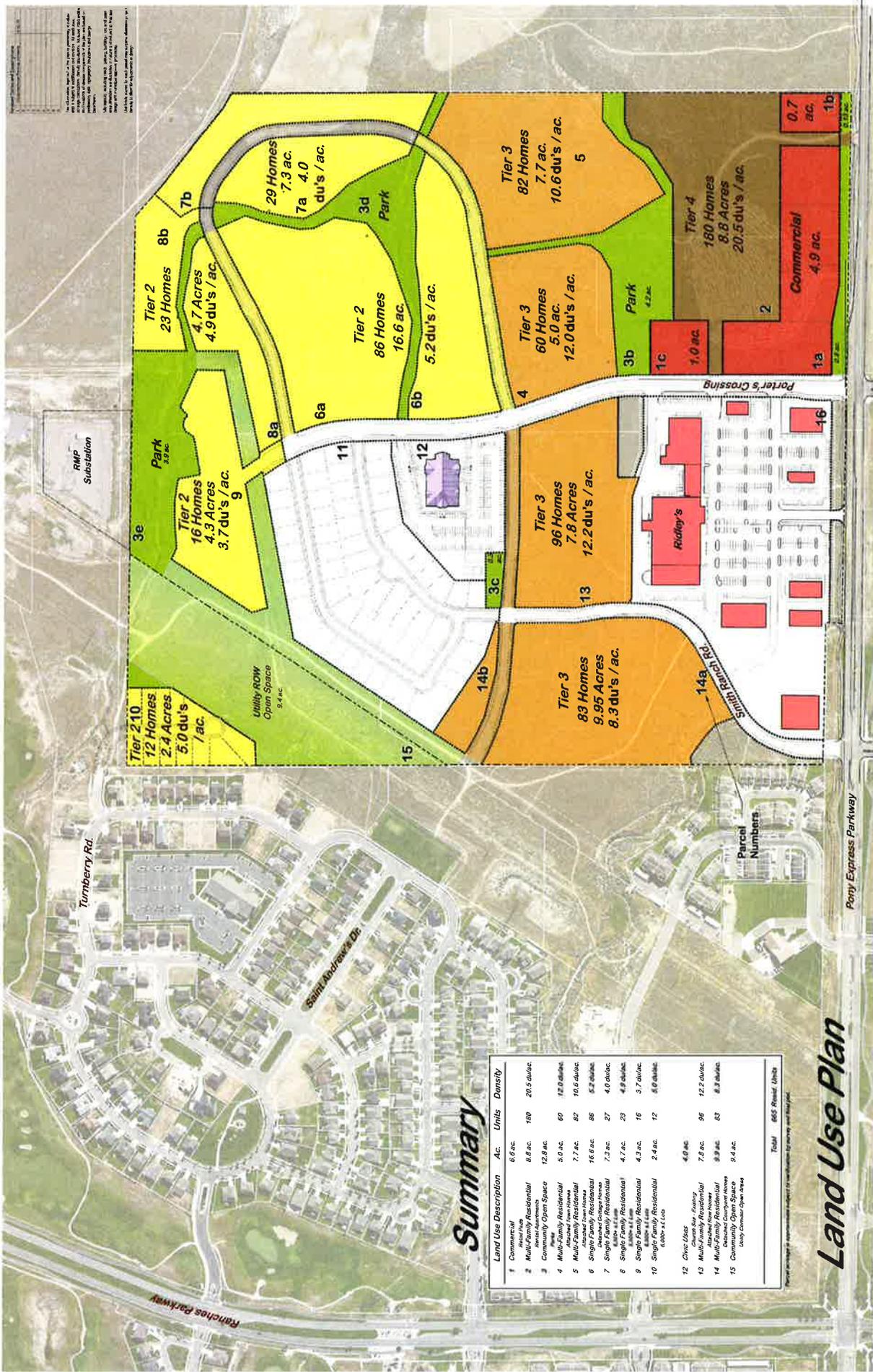
- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Those voting nay:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A



Summary

Land Use Description	Ac.	Units	Density
1 Commercial	6.6 ac.		
2 Multi-Family Residential	8.8 ac.	180	20.5 du/ac
3 Community Open Space	12.9 ac.		
4 Multi-Family Residential	5.0 ac.	60	12.0 du/ac
5 Multi-Family Residential	7.7 ac.	82	10.6 du/ac
6 Attached Town Homes	16.6 ac.	88	5.2 du/ac
7 Single Family Residential	7.3 ac.	27	4.0 du/ac
8 Single Family Residential	4.7 ac.	23	4.9 du/ac
9 Single Family Residential	4.3 ac.	16	3.7 du/ac
10 Single Family Residential	2.4 ac.	12	5.0 du/ac
12 Civic Use	4.9 ac.		
13 Multi-Family Residential	7.8 ac.	96	12.2 du/ac
14 Multi-Family Residential	9.9 ac.	83	8.3 du/ac
15 Community Open Space	9.4 ac.		
Total	665	665	Units

Percentages of representation subject to verification for density and floor plate.

Land Use Plan

Porter's Crossing Village Center Plan



December 22, 2015

300

All dimensions shown are approximate and should not be used for construction purposes. All dimensions shown are approximate and should not be used for construction purposes. All dimensions shown are approximate and should not be used for construction purposes. All dimensions shown are approximate and should not be used for construction purposes. All dimensions shown are approximate and should not be used for construction purposes.

RESOLUTION NO. R- -2016

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE PORTER'S CROSSING
MASTER DEVELOPMENT AGREEMENT**

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to approve the Porter's Crossing Master Development Agreement as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the proposed Master Development Agreement as set forth in Exhibit A.
2. The Porter's Crossing 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 5th day of January, 2016.

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 this 5th day of January, 2016.

Those voting aye:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Those voting nay:

- Adam Bradley
- Colby Curtis
- Stephanie Gricius
- Benjamin Reaves
- Tom Westmoreland

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT A

When Recorded Return To:

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

EAGLE MOUNTAIN CITY
MASTER DEVELOPMENT AGREEMENT
FOR THE
PORTER'S CROSSING TOWN CENTER
MASTER DEVELOPMENT

This **Master Development Agreement for Porter's Crossing Town Center** (this "**Agreement**") is entered into between Eagle Mountain City, a Utah municipal corporation (the "City") and Pony Express Land Development, Inc. a Utah corporation ("Developer").

This Agreement is made with reference to the following facts.

A. Developer has submitted to the City an application for a new development known as the Porter's Crossing Town Center (the "Project"). The Project consists of approximately 125 acres of the land (the "Property") owned by Developer and located near the intersection of Pony Express Parkway and Porter's Crossing Parkway. A legal description of the Property is attached as Exhibit 1.

B. In August, 2014, the Developer received conditional approval for the Porter's Crossing Town Center Master Development Land Use Plan.

C. Based on the conditional land use plan, City allowed Developer to plat Porter's Crossing Town Center, Phase B, Plat 1 and Parkside at Porter's Crossing Subdivision, which subdivisions are not part of this Agreement.

D. Developer has received approval of an amended Zoning Plan for the Project from the Planning Commission and City Council of Eagle Mountain City. The approved Zoning Plan, which depicts the zoning for the Project and land uses which will be allowed by the City, is attached as Exhibit 2 (the "Zoning Map").

E. Developer has prepared and submitted a Land Use Plan and Summary Illustrative Plan for the Project (together the "Land Use Plan"). A copy of the Land Use Plan is attached as Exhibit 3. The Land Use Plan depicts the general proposed housing products, land uses and layout of lots. The Parties acknowledge that the Land Use Plan is for reference only and that the lots, interior roads and other amenities will not develop exactly as depicted on the Land Use

Plan.

F. The parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as parts of the Project as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

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

1 **Definitions.** Unless otherwise defined in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. **Administrator** means the person designated by the City as the Administrator of this Agreement.

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

1.3 **Buildout** means the completion of all of the development of the Project in accordance with the approved plans.

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

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

1.6. **City's Vested Laws** means the development ordinances, policies, standards and procedures of the City in effect as of the date of this Agreement, a digital copy of which is attached as Exhibit 6.

1.7. **Council** means the elected City Council of the City.

1.8. **Default** means a material breach of this Agreement.

1.9. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.10. **Density** means the number of Equivalent Residential Dwelling Units

allowed per acre.

1.11. **Development** means the development of a Pod or a portion thereof pursuant to an approved Development Application.

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

1.13. **Equivalent Residential Dwelling Unit** (“ERU”) means, for the purpose of calculating density, a unit of measurement used to measure and evaluate development impacts on public infrastructure such as water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and is intended to represent the equivalent impact on public infrastructure of one single family residence. Every residential dwelling unit shall equal one (1) ERU and every non-residential building shall constitute a minimum of 1 ERU.

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

1.15. **Homeowner Association(s)** (or “HOA(s)”) means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.16. **Improved Open Space** means open space dedicated to the City to meet the City’s residential bonus density entitlements and improved in accordance with Eagle Mountain City Code 16.35.105 and Table 16.35.130(c).

1.17. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2015).

1.18. **Land Use Plan** means the plan for developing the Project and the zoning of the Project approved by the City on December 1, 2015, a copy of which is attached as Exhibit 2.

1.19. **Maximum Equivalent Residential Units** (ERUs) means the development on the Property up to Six Hundred and Sixty Five (665) Equivalent Residential Dwelling Units.

1.20. **Parcel** means a Pod or a portion of a Pod that is created by the Developer that is not an individually developable lot.

1.21. **Park Plan** means the Park and Open Space Concept Plan attached hereto

as Exhibit 4.

1.22. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Developer.

1.23. **Pod(s)** means an area or the areas of the Project designated to be used for specific types of zoning as more fully illustrated on the Land Use Map.

1.24. **Project** means the total development to be constructed on the Property pursuant to this Agreement.

1.25. **Property** means that approximately one hundred and twenty five (125) acres of real property owned or controlled by Developer more fully described in Exhibit 1.

1.26. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.27. **Subdivision** means the division of any portion of the Project into one or more developable lots.

1.28. **Subdivision Application** means the application to create a Subdivision.

1.29. **Zoning** means the zoning for each Pod as specified on the Zoning Map.

1.30. **Zoning Map** means the zoning map attached hereto as Exhibit 2.

2. **Governing Standards**. The Project shall be developed in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Land Use Map and this Agreement.

3. **Zoning**. The Project will be zoned as a combination of commercial and residential as shown on the Zoning Map. In accordance with Titles 16 and 17 of the City's Vested Laws, the residential zone must be a predominately residential use, but certain commercial and mixed-use developments are allowed as a conditional use within the Project.

4. **Density**. The City has approved the Land Use Plan (attached as Exhibit 3) which divides that Project into fifteen Pods. For each Pod, the Developer shall be vested with the right to develop up to the maximum Density as indicated on the 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. Subject to the foregoing, Developer shall be entitled to transfer ERUs between Pods as follows:

- a. Pod 10 (Single Family Residential) – Pod 10 shall be capped at 12 homes with no transfers allowed to Pod 10. Transfers out may be permitted when transferring into Pods 7, 8 or 9.
- b. Pods 6, 7, 8, and 9 (Single Family Residential) - Transfers between Pods 6, 7, 8, and 9 are allowed provided that the density in any of the Pods may not increase above 110% of the density stated in the Land Use Plan (Exhibit 3).
- c. Pods 4, 5, 13, and 14 (Multi-Family Residential) - Transfers between Pods 4, 5, 13, and 14 are allowed provided that the density in any of the Pods may not increase above 110% of the density stated in the Land Use Plan (Exhibit 3).
- d. Pod 2 (Multi-Family Residential) – Pod 2 shall be capped at 180 units with no transfers allowed in or out of Pod 2.

In no case shall the density in any Parcel exceed 20.5 ERUs/acre. In no circumstance shall the total project density exceed 665 residential units. With each submittal, the Master Developer shall also submit a current account summary, by parcel and unit type, of the units presently platted, the units included in the current approval request, and the summary balance of the remaining approved total density that is not platted.

5. **Buildings and Layout.** The Land Use Plan shows certain intended product types (i.e. detached courtyard homes, single family homes, etc.) and proposed layouts for each Pod. The City and Developer acknowledge that the final product types and layout for each Pod may vary from the product types and layout indicated on the Land Use Plan, provided that such product types are compatible with existing adjacent developments and Developer maintains a variety of product types and layouts throughout the Project.

6. **Residential Areas.** The City shall not approve a preliminary plat for any residential or mixed use residential area until Developer has demonstrated how it will meet the City's Tier II, Tier III, or Tier IV bonus density requirements for that Parcel. If the required improved open space or amenities are not included in the proposed preliminary plat, Developer shall dedicate any property required to meet the open space requirements in conjunction with the recording of the Final Plat and Developer shall either improve the open space and/or install the amenities prior to recording the Final Plat or Developer shall provide a bond as set forth in paragraph 8.3.

7. **Roadways.**

7.1 The Land Use Plan depicts the major proposed roadways and access for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense. Developer acknowledges that no direct residential driveway access is

allowed from any neighborhood arterial or neighborhood collector road (as shown on the Street Exhibit attached hereto as Exhibit 4), and privacy fencing must be installed by Developer for all residential development along all neighborhood arterial or neighborhood collector roads unless the Planning Director approves removal of the fence for safety, aesthetics, or neighborhood compatibility.

7.2 The Land Use Plan shows a possible road connecting from the boundary of the Project to Saint Andrews Drive to the west (the “Saint Andrews Drive Extension”). The Saint Andrews Drive Extension will require the removal and possible relocation of a portion of the existing City park as shown on the Land Use Plan. The City may require Developer to install the portion of the Saint Andrews Drive Extension outside of the Project in conjunction with the approval of any Final Plat in both Pods 13 and 14 (in other words, Developer could develop multiple plats in either Pod 13 or 14, but can’t develop in both Pod 13 and 14 without possible installation of Saint Andrews Drive Extension). City and Developer acknowledge and agree that the Saint Andrews Drive Extension project should be classified as a system improvement, and City shall enter into an impact fee reimbursement agreement with Developer, on reasonable terms on conditions, pursuant to which the City will grant Developer transportation impact fee credits for the costs (not including land costs or administrative fees) of the Saint Andrews Drive Extension. Developer acknowledges that City may require Developer to pay the transportation impact fee at the time of building permit and the City would reimburse Developer for the amount of the credit on a quarterly basis.

8. Improved Open Spaces and Trails.

8.1. Park Plan. In accordance with the City’s Vested Code and the City bonus density structure, Developer must provide sufficient Improved Open Space City to meet the City’s residential bonus density entitlements and improved open space points requirements for the number of ERUs in the Project. Developer has submitted a proposed Park Plan that depicts that general layout of parks, trails and improved open space for the Project. A copy of the Park Plan is attached hereto as Exhibit 5. The City has reviewed the Park Plan and the City accepts the general layout of the parks, trails and improved open space. Developer acknowledges that the City will not allow Developer to utilize areas under the electric power corridor for Improved Open Space, but Developer shall, at the request of the City, dedicate such areas to the City. Developer further acknowledges that Developer has included certain areas on the Park Plan that are currently drainages, washes or that may be necessary for detention or retention basins. City will not accept areas in washes, hillsides, detention basins or other areas unless Developer provides a plan acceptable to the City showing that Developer will improve the areas in a manner that creates usable open space in accordance with the City’s Vested Laws. Developer has provided an example of an improved drainage channel, which is included as Exhibit 6. Subject to the foregoing, the City agrees that the depicted improved drainage channel area would be eligible for Improved Open Space credit.

8.2 Fencing Along Substation. The Park Plan shows a park on the north side of the Project adjacent to an existing electric substation. In order to mitigate the visual impacts

of the substation, Developer agrees to construct a solid wood or vinyl fence along the north boundary of the park. City shall provide Developer with Improved Open Space point credits for the fencing based upon the actual costs to install such fencing.

8.3 Dedication and Improvement of Improved Open Space. Prior to any subdivision plat being recorded for any portion of the Property, Developer shall improve, or place into escrow with the City 150% of the funds necessary to improve, the portion of the improved open space that corresponds with the number of ERUs in the proposed Plat. For example, if the first subdivision contains 20 ERUs, Developer shall improve, or place into escrow 150 % of the funds necessary to improve, 20,000 square feet (1,000 square feet x 20 ERUs) of Improved Open Space. The Improved Open Space must be improved in conjunction with the required Improved Open Space points system in the City's Vested Code. All monies collected by the City shall be refunded upon completion of the improved open space improvements, provided that nothing herein shall not be construed to limit or reduce Developer's obligation under the Vested Laws to warrant any open space improvements or amenities or to provide a bond to warrant such improvements.

8.4. Previously Used Open Space. Developer acknowledges and agrees that the area South of Pod 14a along Smith Ranch Road and the areas on the Park Plan in light green along Pony Express Parkway to the West of Porter's Crossing Parkway, must be improved and dedicated to the City to meet the required Improved Open Space for Pod 11, and no additional improved open space credit will be provided for those areas.

8.5. Dedication of Park Improvements. City may require Developer to dedicate all Improved Open Space areas to either the City or an HOA for the Project based on the final configuration of the Improved Open Space. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the subdivision plats that utilize the areas for Improved Open Space credit or with the recording of adjacent plats. The parties anticipate that all large Improved Open Space areas with play field or other amenities will be dedicated to and maintained by the City and small open space areas will be dedicated to and maintained by the HOA.

9. Northwest Residential Area. The Land Use Element currently depicts a 2.71 acre residential area in the northwest corner of the Project that is designated as Pod 10. The Land Use Plan contemplates that Pod 10 will be accessed from the west through North Berwick Drive. Developer acknowledges that a portion of the area in Pod 10 may be encumbered by an easement(s) in favor of Rocky Mountain Power or Questar Gas that were transferred to Rocky Mountain Power or Questar Gas by the City. The City currently owns the property to extend Berwick Drive. The City shall cooperate in good faith to allow Developer to construct a road to extend Berwick Drive to provide access for Pod 10 provided that the development of Pod 10 does not encumber easements granted by the City to Rocky Mountain Power or Questar or otherwise encumber any recorded or unrecorded easements areas necessary to operate existing gas or electric facilities.

10. **Community Improvements.** In conjunction with City's Vested Laws, Developer must contribute \$2,000 per buildable acre of land within the Project to fund construction of community wide improvements above and beyond the required park improvements. Developer agrees that prior to recording each subdivision plat, Developer shall place into a community improvement escrow fund for the Project (the "Improvement Fund") established with the City sufficient funds to meet the required community improvements. For example, if the first subdivision plat is for 10 acres, Developer will place \$20,000 in the Improvement Fund. The City and Developer agree that it is the intent of Developer to utilize the funds to construct a skate park, splash park, tennis court(s), volleyball courts, soccer fields, or other approved community improvements in addition to landscaping and other improvements required by the City's Vested Code for Improved Open Space. Developer may also construct approved improvements and receive a credit from the City against future contributions for the amount of the improvement. For example, if Developer constructed a \$200,000 skate park after receiving approval from the City, Developer would receive credit for 100 acres. In the event the funds in the Improvement Fund are not utilized by Developer or the HOA for the Project within 5 years of recordation of the first subdivision plat for the Project, the City shall have discretion to utilize the funds in any manner which the City deems appropriate to meet the intents and purposes for the use of the monies. Developer acknowledges that the requirements of this paragraph 10 are separate and distinct from the requirements to meet the City's Tier II, III and IV improved open space requirements and that Developer will not receive point credits for the improvements constructed with community improvement fund dollars.

11. **Commercial Areas.** All Commercial Development shall comply with the City's Vested Laws, including requirements for parking, landscaping, lighting and setbacks.

12. **Vested Rights Granted by Approval of this Agreement.** Except as provided in paragraph 13 below, to the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws and the Land Use Map except as specifically provided herein. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement and the Land Use Map grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2015).

13. **Exceptions to Vested Rights.** The restrictions on the applicability of the City's Future Laws to the Project are subject to the following exceptions:

13.1. **Developer Agreement.** City's Future Laws that Developer agrees in writing to the application thereof to the Project;

13.2. **State and Federal Compliance.** City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

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

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

13.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

13.6. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Equivalent Residential Units, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development; and

13.7. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2015).

14. Tax Benefits. The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The City shall reasonably cooperate with Developer to the maximum extent allowable under law to allow Developer to take advantage of any such tax benefits.

15. Dedication of Facilities. Except as provided in a reimbursement agreement which may be entered between the City and the Developer, the Developer agrees to construct, dedicate and donate free and clear of all encumbrances to the City all required improvements and land for City owned utilities, streets, utility facilities and improvements.

16. Washes and Slopes. The portion of Tickville Wash within the Project must either be piped or a 100-foot buffer from the top of the bank must be shown on any subdivision plat that includes the 100-foot buffer area. Developer shall also submit to and receive approval

from the Planning Director of a slope stability report with each preliminary plat located along a natural wash or a slope greater than 25%.

17. **Utility Services and Infrastructure Improvements.** The City's Engineering Department has reviewed the proposed Land Use Plan for the Project. Except as provided herein, the City does not anticipate that the Project will require the Developer to construct any additional offsite improvements. Developer shall be required to construct all onsite utilities unless otherwise agreed to by City and Developer. In the event Developer constructs utilities or other infrastructure in excess of the capacity necessary to provide services to the Property, Owners or Developer may be entitled to reimbursement for the cost of the excess capacity. The City shall revise and amend the City Impact Fee Ordinance and payment requirements to collect the amounts required to reimburse Developer for the cost of excess capacity.

18. **Water Rights.** Developer shall comply with the City's Vested Laws and City's Future Laws, as applicable, related to providing water to the City for the Project.

19. **Withholding Approval Upon Default.** The parties agree that the City shall not approve or record any subdivision in the Project if Developer is in default on any obligation to the City which requires the construction of roads and completion of public improvements or other utility infrastructure to serve the development project. In addition, the City may withhold approval of building permits to construct any building or structure if Developer is not current with all obligations to the City at the time of application for the development approval and/or has not completed all required improvements within the time to complete required improvements approved by the City Council.

20. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Land Use Plan and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

21. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

22. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

23. **Mediation of Development Application Denials.**

23.1. **Issues Subject to Mediation.** Issues resulting from the City's Denial of a

Development Application that are not subject to arbitration provided in Section 24 shall be mediated.

23.2. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

24. **Arbitration of Development Application Objections.**

24.1. **Issues Subject to Arbitration.** Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

24.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 23.

24.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

25. **Impact Fees.** The Owners and Developer agrees to pay all impact fees when due at subdivision approval, subdivision recordation or upon application for building permits from the City as set forth more specifically in the City Impact Fee Ordinance as it may be amended from time to time.

26. **Annual Review of Compliance.** The parties agree that the City may conduct an annual review of compliance by the Developer within the terms of this Agreement. It shall be an

event of default if the Developer has failed to fund roads, parks or other utility infrastructure facilities required by this Agreement or by the City Vested Laws, or if work remains incomplete on public infrastructure facilities without having received an adequate extension of time for the completion of such facilities from the City. It shall be an event of default if Developer fails to deposit adequate collateral for the improvements required by this Agreement or fails to cure any defect discovered by the City upon inspection of any infrastructure utility facilities.

27. **Default Notice.** Upon the occurrence of an event of default, the City shall provide not less than fifteen (15) days' notice to Developer of a meeting of the City Council where the Developer's default shall be heard and reviewed by the City Council. The Owners and Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. Upon a finding by the City Council that the Owners or Developer are in default, the City Council may order that work in the Project be stayed until the default is cured or may issue such further directions to City staff and to the Developer as deemed appropriate under the circumstances.

28. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

29. **Integration.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes any previous agreement, representation, or understanding between the parties relating to the subject matter hereof; provided however, that the City's Vested Laws (or, if applicable, the City's Future Laws) shall govern the procedures and standards for approval of each subdivision and public improvement.

30. **Not Severable.** The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall affect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

31. **Waiver.** Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

32. **No Modification.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

33. **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

34. **Developers' Remedies Upon Default.** Developer acknowledges and agrees that Developers' sole and exclusive remedy under this Agreement shall be specific performance of

the development rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPERS, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

35. **Costs of Enforcement.** In the event of default on the part of any party to this Agreement, that party shall be liable for all legal costs and expenses incurred by the other parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

36. **Agreement to Run With the Land.** This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on Owners, Developer and all successors and assigns of any of the foregoing.

Dated this ____ day of _____, 2016.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: _____

Print Name: _____

Title: _____

STATE OF UTAH)
)
 ss.)
COUNTY OF _____)

On the ____ day of _____, 201____, personally appeared before me _____, who did personally acknowledge to me that he had authority to and did execute the foregoing easement on behalf of the Pony Express Land Development, Inc.

NOTARY PUBLIC

ATTEST:

EAGLE MOUNTAIN CITY

City Recorder

Christopher Pengra, Mayor

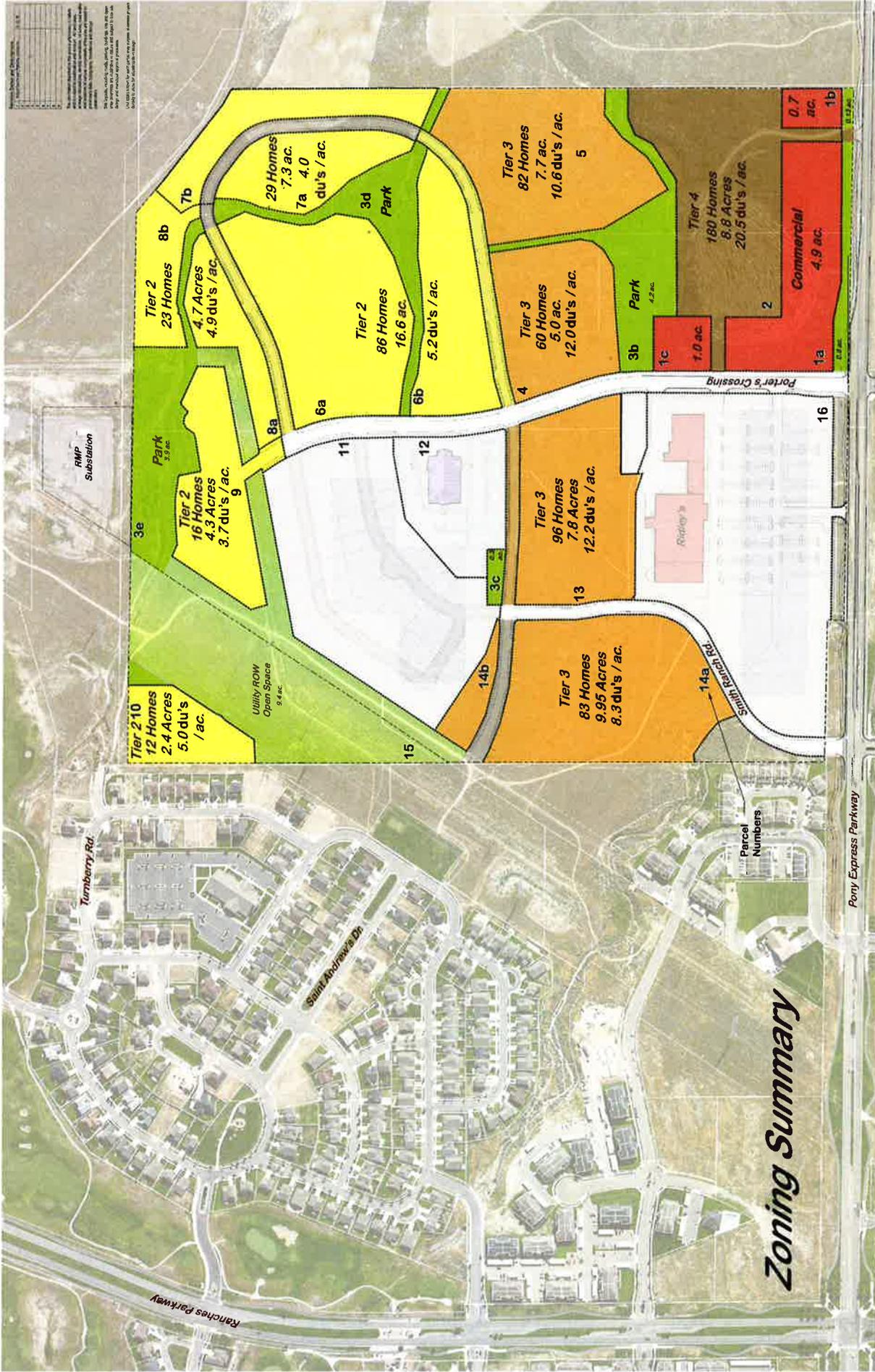
Approved as to form:

City Attorney

EXHIBIT 1

Legal Description is in progress.

EXHIBIT 2

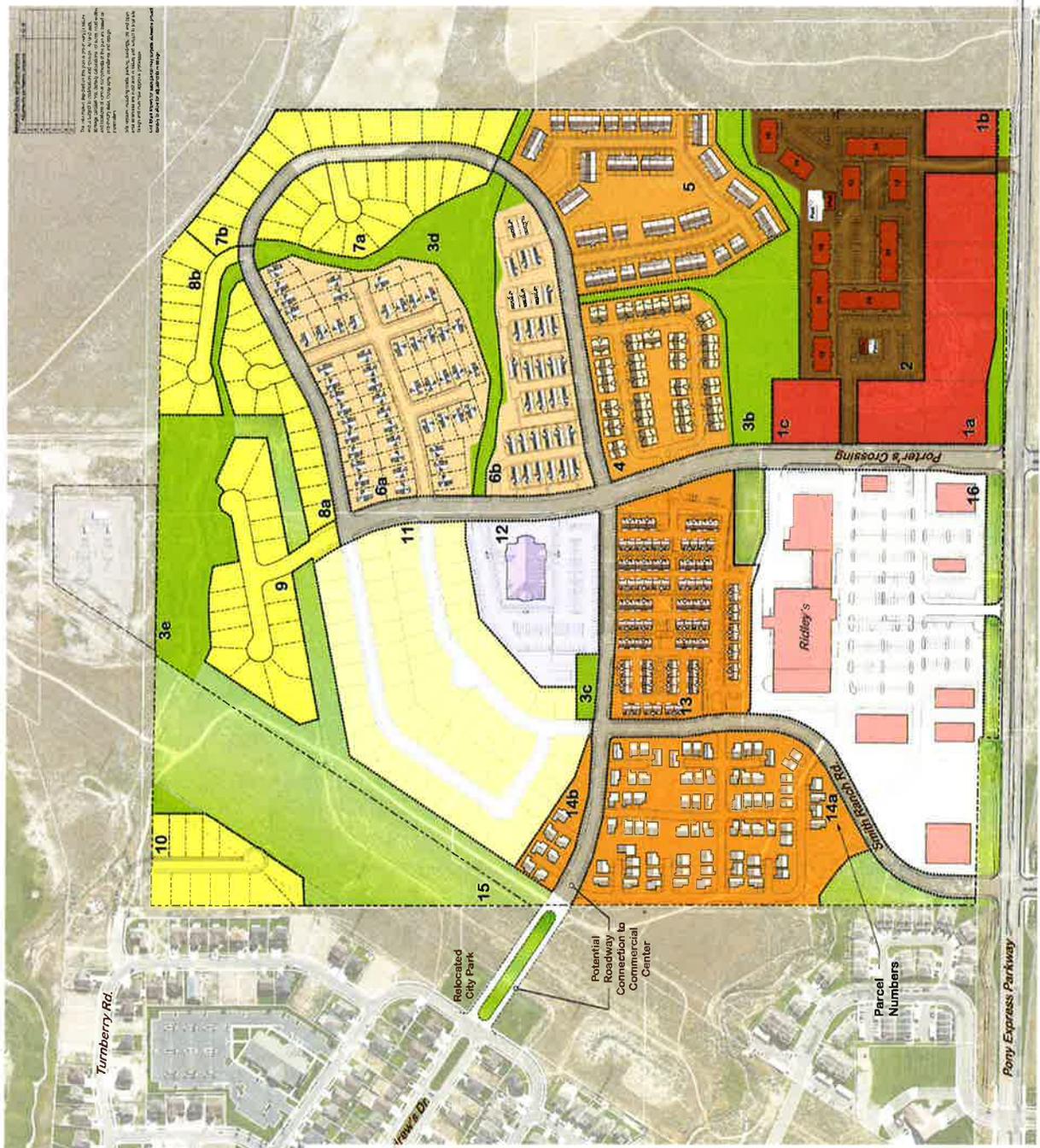


Zoning Summary

Porter's Crossing Village Center Plan



EXHIBIT 3



December 22, 2015 0' 100' 300'

Land Use Plan

Project Summary	
	Single Family Lots 14 Homes 2% of Units 10,000+ s.f. 4.1 acres
	Single Family Lots 32 Homes 6,500+ s.f. 8.0 acres
	Single Family Lots 56 Homes* 5,500+ s.f. 12.3 acres
	Single Family Cottages 88 Homes 12% of Units 14.8 acres
	Detached Courtyard Homes 84 Homes 12% of Units 32 acres
	Attached Courtyard Homes 96 Homes 12% of Units 8.6 acres
	Attached Single Family Townhomes 142 Homes 30% of Units 12.3 acres
	Multi-Family Attached P4 Apartments 160 Homes 25% of Units 8.4 acres
	Commercial Center 23.2 Acres*
	Civic Uses 4.0 Acres*
	Parks and Open Spaces Amenities, Parks 12.8 ac. Percol O.S. (est) 11.3 ac. Utility Line O.S. 9.4 ac.
665* Total Allowable Residential Units 144.81 Total Acres *Excludes Existing Phases of Development	

Porter's Crossing Village Center Plan



1. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.

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 14. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.

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 16. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.

 17. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.

 18. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.

 19. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.

 20. The information shown on this map is for informational purposes only and does not constitute an offer of any financial product or service.



Summary

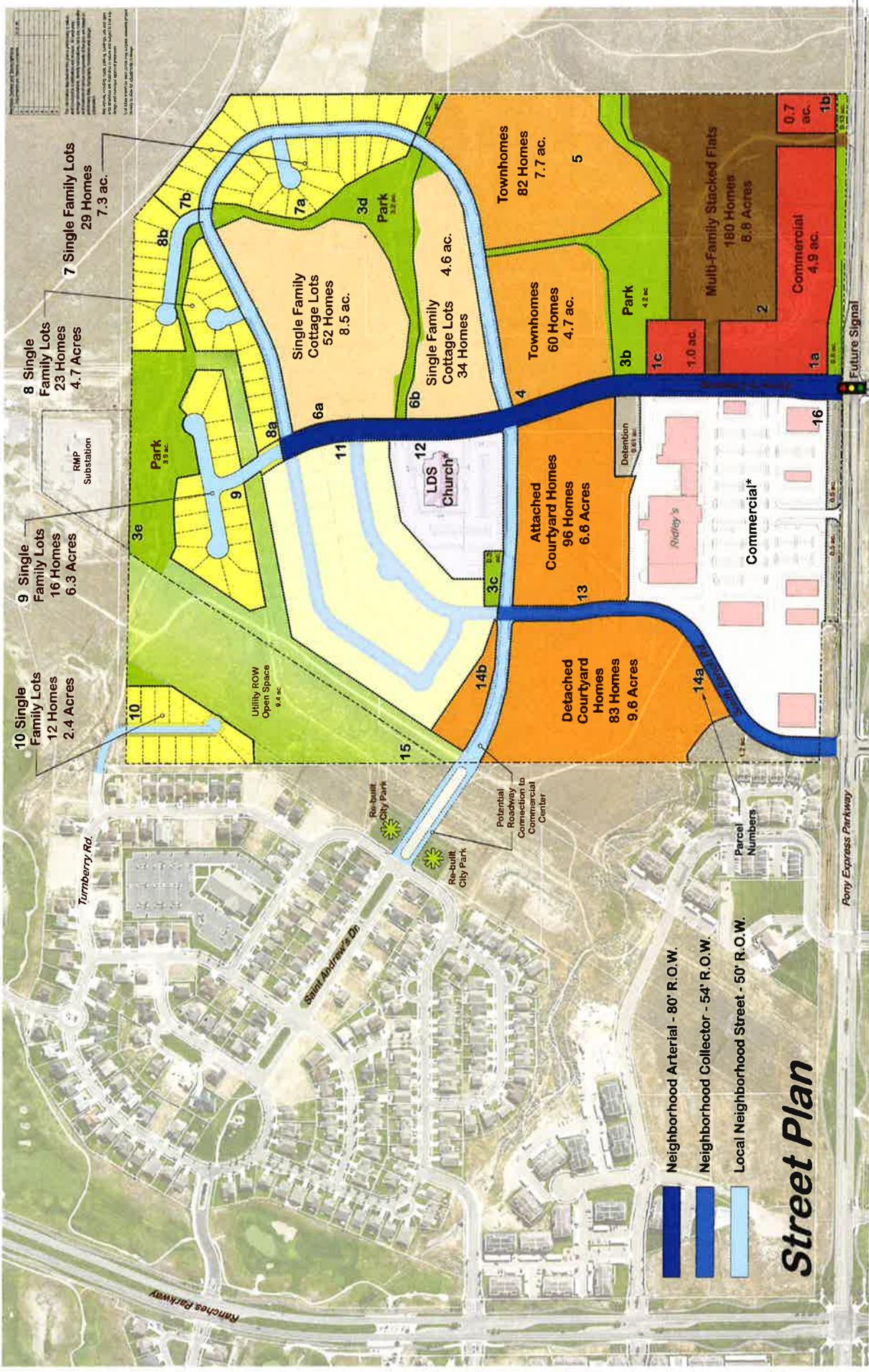
Land Use Description	Ac.	Units	Density
1 Commercial	6.8 ac.	190	20.6 dw/uc
2 Multi-Family Residential	6.8 ac.	190	20.6 dw/uc
3 Community Open Space	12.8 ac.		
4 Multi-Family Residential	5.0 ac.	60	12.0 dw/uc
5 Multi-Family Residential	7.7 ac.	82	10.6 dw/uc
6 Single Family Residential	16.6 ac.	86	5.2 dw/uc
7 Single Family Residential	7.3 ac.	27	4.0 dw/uc
8 Single Family Residential	4.7 ac.	23	4.9 dw/uc
9 Single-Family Residential	4.3 ac.	16	3.7 dw/uc
10 Single Family Residential	2.4 ac.	12	5.0 dw/uc
12 Civic Uses	4.0 ac.		
13 Multi-Family Residential	7.8 ac.	96	12.2 dw/uc
14 Multi-Family Residential	9.9 ac.	63	6.3 dw/uc
15 Commercial/Office/Other	9.4 ac.		
Total		688	Residential Units

Illustrated Plan

Porter's Crossing Village Center Plan



EXHIBIT 4



Porter's Crossing Village Center Plan



EXHIBIT 5

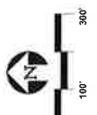
NO.	DATE	DESCRIPTION
1	11/20/15	Final Review
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

As shown on this plan, the project is located within the boundaries of the Porter's Crossing Village Center Plan. The project is located within the boundaries of the Porter's Crossing Village Center Plan. The project is located within the boundaries of the Porter's Crossing Village Center Plan.



Parks and Recreation Components

- Project Entry Monument Feature
- Parcel Entry Monument Feature
- Multi-Use Walk, Path or Trail
- External Pathway Connection
- Primary Sports Field
- Junior Sports Field
- Club Facility, Pool and/or Spa
- Recreation Feature
- Recreation Focused Parking
- Bike Rack
- Benches or Seating Element
- Exercise Station
- Water Fountain
- Projected Areas of Community Parks and Parcel Open Space
- Open Spaces Within Utility Corridors
- Previously Dedicated Open Space and Recreation Areas

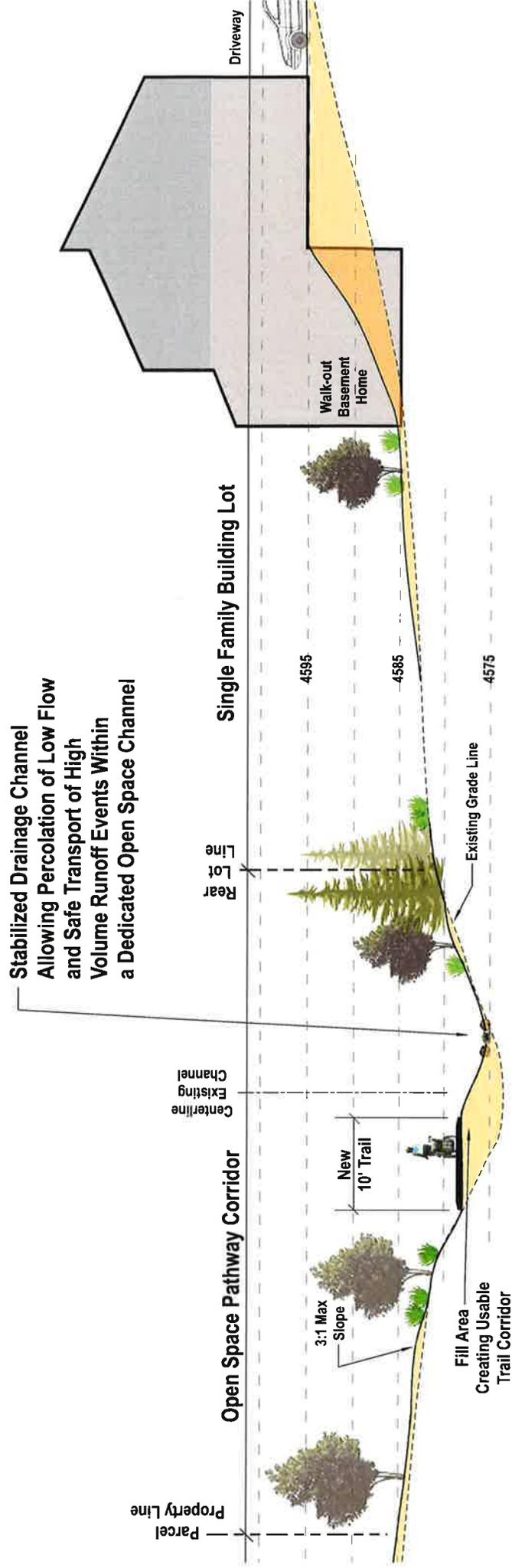


November 20, 2015

Porter's Crossing Village Center Plan



EXHIBIT 6



Typical Pathway Treatment Along Drainage Channels



Porter's Crossing Village Center Plan

December 21, 2015