

**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 7, 2014**

TITLE:	Parkside Development Agreement		
FISCAL IMPACT:	None		
APPLICANT:	S-A Land Investment Co LLC (Authorized Agent – Trevor Hull)		
<small>GENERAL PLAN DESIGNATION</small> Mixed Use Residential	<small>CURRENT ZONE</small> Porter's Crossing Town Center - Residential	<small>ACREAGE</small> 13.78 Acres	<small>COMMUNITY</small> Porter's Crossing Town Center

NOTICES:

None Required

REQUIRED FINDINGS:

None

Planning Commission Action / Recommendation
N/A

Prepared By: Steve Mumford Planning Director

NOTES/COMMENTS:

BACKGROUND:

This 61-lot subdivision plat was approved by the City Council on August 20, 2013. It is located north of the Ridley's grocery store along the northern extensions of Porter's Crossing Parkway and Smith Ranch Road. This subdivision is part of the larger Porter's Crossing Town Center Master Development Plan.

The City and developer have been working on a master development agreement (MDA) for the Porter's Crossing Town Center project for several months, and the Parkside development agreement has been on hold until the MDA can be approved. However, the property owner plans to propose some changes to the approved master development plan within the next few months, which would require amendments to any approved master development agreement as well. To finish the master development agreement now, and then amend the plan and the agreement in the next few months, may be seen as a waste of time for the applicant, the staff, and the City Council. In the meantime, Parkside's infrastructure has been completed and a builder is ready to begin home construction, but cannot begin until the Parkside development agreement is approved.

In order to accommodate the construction of single-family homes in this project, and not waste time for anyone involved, we are proposing that a development agreement for the Parkside subdivision be considered for approval with the following noteworthy items:

- **Water Rights.** The developer will purchase water from the City prior to the subdivision plat being recorded.
- **Community Improvements.** The developer must place \$27,564.00 into a community improvement escrow fund with the City prior to recording the subdivision plat. The intent is for these funds to be used close to the project to benefit these future residents.
- **Open Space.** The project requires 1.1 acres of open space. Since no open space is included in this subdivision, the developer agrees to place into escrow with the City the amount of \$4,520.00 for each lot within the project prior to the City recording a subdivision plat as a fee-in-lieu for the required open space. This is in accordance with the City's code requirement of \$5.75/sq ft of required open space. If sufficient open space is included and improved in the overall Porter's Crossing Town Center project for this subdivision plat, then the money can be released to the developer at that time.
- **Landscaped Entryways and Monuments.** The developer agrees to construct entryway monuments for the Porter's Crossing Town Center project prior to 50% of the building permits being issued in this development. These signs

must receive approval by the Planning Commission and City Council.

- **Street Trees, Fencing, Street Signposts.** The developer (or builder) will either plant street trees on each lot along with the front yard landscaping, or pay \$600 per lot to the City for future purchase and planting of the trees. The street signposts are to be constructed with upgraded materials.
- **Masonry Materials.** The developer agrees that 75% of the exterior materials for the homes shall be rock, stucco, brick, or fiber cement siding.
- **Residential Lot Landscaping.** All residential lots shall be landscaped in the front and side yards prior to obtaining a certificate of occupancy for any homes, including at a minimum sod, trees, and irrigation. A \$4,000 bond shall be placed for the landscaping.
- **CC&Rs.** These shall be executed and recorded for the subdivision, and include the City as a party for the enforcement of architectural guidelines for construction of homes.

ATTACHMENTS:

- Parkside Development Agreement with Exhibits (Improvement bond letters, subdivision plat, storm water detention easement, bond agreement).

DEVELOPMENT AGREEMENT

**EAGLE MOUNTAIN CITY
and
S-A LAND INVESTMENT CO LLC
for
PARKSIDE**

This Development Agreement is entered into as of the _____ day of _____, 2014, by and between Eagle Mountain City, a Utah Municipal Corporation (the “City”) and S-A Land Investment Co LLC, a Utah limited liability company (“Developer”).

This Development Agreement is made with reference to the following facts:

The Developer is the owner of the private land designated on Exhibit 1, which is the subdivision plat for Parkside (the “Project”).

The Developer and the City have engaged in joint development planning for the Project.

The Developer will make investments in the construction of on-site infrastructure for the Project, which infrastructure will be dedicated to the City.

Eagle Mountain City Planning Commission and City Council have approved the subdivision plat for Project which is attached as Exhibit 1 (the “Subdivision Plat”). The City and the Developer wish to preserve and to define specifically the rights and responsibilities of each party with this Development Agreement.

The parties desire to assure fair and equitable treatment for the Developer and the City in the terms and conditions of this Agreement.

Now, therefore, in consideration of the approval of the Subdivision Plat by the City and the following mutual promises, the parties agree as follows:

1. Definitions.

1.1 City’s Development Code means the “Eagle Mountain Development Code”, the Planning and Zoning Code of the City, adopted by the City pursuant to the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et. seq.*

1.2 City’s General Plan means the General Plan as defined in Utah Code Ann. §10-9a-103(13).

2. Rights and Responsibilities of Parties.

2.1 Improvements Completion. Developer has received in writing the requirements of the City for public works, utilities and other infrastructure improvements which are required as a condition of approval for the Project. A schedule of required improvements is attached to this Agreement as Exhibit 2 and incorporated herein as though fully set forth. Developer shall comply with all bonding requirements for the public works, utilities and other infrastructure improvements prior to the City recording the Subdivision Plat or any subdivision plat for any portion of the Project, and the improvement security held by the City shall not be fully released until the Developer has demonstrated to the satisfaction of the City that all public improvements of every kind required to be improved and maintained by the Developer have been completed and maintained through the warranty period and as otherwise required by this Agreement. Partial releases may be approved upon recommendation of the City Engineer under the provisions of the Development Code and the Ordinance controlling authorization for such releases.

2.2 Dedication of Facilities. The Developer will dedicate or cause to be dedicated to the City, the roads, park areas, storm drainage facilities depicted on the plat which are required to be provided by the Developer, without reimbursement by the City to the Developer, as a condition of development approval because the required facilities are used by and will benefit the Developer's project. Dedication of the land for the facilities required under this paragraph shall occur at recordation of the plat and completion and acceptance by the City of the improvements and all of the improvements shall be completed within one year of the recordation of the plat and maintained for the warranty period required by the Development Code after the completion of the improvement by the Developer. The City may withhold the issuance of building permits if public improvements are not completed as required prior to issuance of building permits.

2.3 Water Rights. Developer shall enter into a Public Water Supply Agreement with the City to purchase Central Utah Water Conservancy District Development Project water from the City prior to the City recording any subdivision plat within the Project.

2.4 Impact Fees. Impact fees for all development in the Project shall be imposed by the City in accordance with the City's Impact Fee Ordinance and shall be paid by the property owner prior to the issuance of any building permits for any development in the Project.

2.5 Bonus Density Improvements. Developer agrees to construct the following improvements to meet the City's Tier II requirements for the approved density of 4.43 dwelling units per acre:

2.5.1 Community Improvements. In conjunction with Chapter 17.30 of the City Code, Developer must contribute \$2,000 per buildable acre to fund construction of community wide improvements. Developer agrees to place \$27,564.00 (13.782 acres x \$2,000 = \$27,564.00) into a community improvement escrow fund (the "Improvement Fund") established with the City prior to recording the subdivision plat. The use for these fees will be determined by the City, but the intent of the Code is for these funds to be used close to the project to benefit these future

residents.

2.5.2 Open Space. Developer acknowledges and agrees that the Project requires dedication and completion of 1.1 acres of improved open space (the “Open Space”) that is not contained within the Project area. Developer and City anticipate that Developer will complete the Open Space as part of latter phases of the Porter’s Crossing Town Center Project. In order to guarantee completion of the Open Space, Developer shall place into escrow with the City the amount of \$4,520.00 for each lot within the Project prior to the City recording a subdivision plat as a fee in lieu for the required Open Space. For example, if the first subdivision plat contains 10 lots, Developer will place into escrow with the City the amount of \$45,200.00. If Developer completes and dedicates to the City sufficient improved open space to meet the requirement for the Open Space within two years of execution of this Agreement, City shall release the amounts being held in escrow by the City for the Open Space requirement.

2.5.3 Landscaped Entryways and Monuments. Developer agrees to construct entryway monuments for this subdivision, or for the Porter’s Crossing Town Center project, prior to 50% of the building permits being issued in this development. The signs and their locations shall be reviewed for approval by the Planning Commission and City Council.

2.5.4 Street Trees, Fencing, Street Signposts. Developer (or builder) shall either plant street trees on each lot along with the front yard landscaping, or shall pay \$600 per lot to the City for future purchase and planting of the trees. Street signposts are to be constructed with upgraded materials (not typical metal posts) and are intended to create an improved streetscape. Developer shall comply with all requirements in City Code Section 17.30.080B.

2.5.5 Masonry Materials. Developer agrees 75% of the exterior materials for residential structures, including accessory buildings such as garages, shall be masonry materials (rock, stucco, brick, fiber cement siding).

2.5.6 Residential Lot Landscaping. Developer agrees that all residential lots shall be landscaped in the front and side yards prior to obtaining a certificate of occupancy for any homes. This landscaping shall include, at a minimum, sod (or successful hydroseed), trees, and irrigation systems. Xeriscaping shall not be allowed unless a licensed landscape architect designs the landscape plan to prevent harmful runoff and erosion, and may cover no more than 75% of the landscaped area. The builder shall post a \$4,000 bond per unit for lot landscaping. In cases of inclement weather, landscaping shall be completed, by the builder, no later than six months after the issuance of a certificate of occupancy.

2.5.7 CC&Rs. The Developer shall execute and record the approved Declaration of Covenants, Conditions and Restrictions for the entire plat which includes the City as a party for the enforcement of architectural guidelines for construction of homes.

2.5.8 Withholding of Warranty Bond. Developer acknowledges and agrees that

Developer is responsible to assure that the all bonus density requirements are completed as set forth in this Development Agreement. City may, in City's discretion, withhold release of any warranty bond amounts until all the bonus density requirements have been completed and installed by Developer or its successors.

2.6 Development Authority. To the maximum extent permissible under the law, it is the intent both of the City and the Developer that subject to the full compliance of the Developer with all conditions, standards and/or requirements of development described more specifically in the Development Code and on Exhibit 2, including purchase of water rights for the Project and payment by Developer (or its successors or assigns) of all applicable impact fees and connection fees, the execution of this Development Agreement grants and vests in Developer all rights, consistent with the City's General Plan, the City's Development Codes, Parks Master Plan and other specific plans, ordinances and plans generally applicable throughout the City, to develop Developer's property as approved in the Subdivision Plat.

3. General Provisions.

3.1 Authority. The parties to this Development Agreement each warrant that they have all of the necessary authority to execute this Development Agreement.

3.2 Time Is Of The Essence. Time is of the essence to this Development Agreement and every right or responsibility shall be performed within the times specified.

3.3 Developer's Remedies Upon Default. Developer acknowledges and agrees that Developer's 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 DEVELOPER, ITS 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.**

3.4 City's Remedies Upon Default. In addition to the remedies set forth herein, including, but not limited to, enforcement and use of any improvement or warranty bonds, upon default of any terms or conditions of this Agreement, City may require specific performance of Developer's obligations and City may withhold issuance of any building permits or further approvals with the Project until Developer has fully complied with the terms and conditions of this Agreement.

3.5 Non-Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

3.6 Severability. If any provision of this Development Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this

Development Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Development Agreement shall remain in full force and affect.

3.7 No Joint Venture/No Third Party Beneficiaries. This Development Agreement does not create a joint venture relationship, partnership, or agency relationship between the City and Owner. Further, the parties do not intend this Development Agreement to create any third-party beneficiary rights. The parties acknowledge that this Development Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to Owner's properties unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's. Owner shall have the full and exclusive control of all of Developer's properties.

3.8 Entire Agreement. This Development Agreement is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

3.9 Applicable Law. This Development Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

3.10 Venue. Any action to enforce this Development Agreement shall be brought only in the Fourth District Court for the State of Utah.

3.11 Notices. All notices required or permitted under this Development Agreement shall be given in writing by certified mail and regular mail to the following address:

To the City: Eagle Mountain City, Utah
1680 E. Heritage Drive
Eagle Mountain, Utah 84043

To the Developer: S-A Land Investment Co LLC
630 East South Temple
Salt Lake City, Utah 84102

The addresses for notice may be modified by either party or their successors by written notice to the other party.

MADE AND ENTERED into as of the date and year first written above.

Developer:
S-A Land Investment Co LLC

The City:
Eagle Mountain City, Utah

By: _____
Vice President

By: _____
Christopher Pengra, Mayor

Attest:

Approved as to form and legality:

Fionnuala Kofoed, City Recorder

J. Jeremy Cook, City Counsel

EXHIBIT 1
SUBDIVISION PLAT

EXHIBIT 2

CITY ENGINEER'S BONDING REQUIREMENTS



EAGLE
M O U N T A I N

Engineering Division
2545 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Tuesday, September 17, 2013

Mayor Heather Anne Jackson
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain, Utah 84005

Subject: **Parkside Subdivision phase "A"** Bond Letter Requirements

Dear Mayor Jackson:

I have reviewed the improvement requirements for **Parkside Subdivision phase "A"** Subdivision, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	STREETS				
a	Roadway Asphalt Paving 3"	102605	SF	\$1.20	\$123,126.00
b	Road Base Gravel 6"	102605	SF	\$0.50	\$51,302.50
c	Engineering fill Sub-base 9"	102605	SF	\$0.80	\$82,084.00
d	2.5 Curb & Gutter	6411	LF	\$16.00	\$102,576.00
e	4' Concrete Sidewalk w/ base	25042	SF	\$5.50	\$137,731.00
2	SEWER				
a	8" PVC Sewer Pipe	3033	LF	\$32.00	\$97,056.00
b	60" Sewer Manholes	3	EA	\$5,000.00	\$15,000.00
c	48" Sewer Manholes	15	LF	\$25.00	\$375.00
d	4" Sewer Laterals & backfill	61	EA	\$2,000.00	\$122,000.00
3	CULINARY WATER				
a	10" PVC	1963	LF	\$40.00	\$78,520.00
b	8" PVC	1446	LF	\$20.00	\$28,920.00
c	6" PVC	85	LF	\$20.00	\$1,700.00
d	10" Gate Valve	7	EA	\$1,800.00	\$12,600.00
e	8" Gate valve	5	EA	\$1,400.00	\$7,000.00
f	Fire Hydrant w/ valve	7	EA	\$4,200.00	\$29,400.00
g	10"x8" cross	1	EA	\$800.00	\$800.00
h	10"x8" tee	2	EA	\$400.00	\$800.00
i	10" tee	1	EA	\$600.00	\$600.00
j	10" bend	11	EA	\$400.00	\$4,400.00
k	8" bend	5	EA	\$350.00	\$1,750.00
l	Air Vac	1	EA	\$3,500.00	\$3,500.00
m	3/4" water service	61	EA	\$1,200.00	\$73,200.00

4	STORM DRAIN				
a	24" RCP storm drain pipe	516	LF	\$45.00	\$23,220.00
b	18" RCP storm drain	9	LF	\$30.00	\$270.00
c	15" RCP storm drain pipe	1483	LF	\$25.00	\$37,075.00
e	Combination box	5	EA	\$4,000.00	\$20,000.00
f	Inlet Box	8	EA	\$4,000.00	\$32,000.00
h	60" storm drain manholes	2	EA	\$5,000.00	\$10,000.00
i	48" storm drain manholes	4	EA	\$3,500.00	\$14,000.00
	TOTAL CONSTRUCTION COST				\$1,111,005.50
	10% Bond Coverage				\$111,100.55
	TOTAL BOND AMOUNT:				\$1,222,106.05

A total of 110 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$1,222,106.05**. (If Power and Gas are installed by the developers own contractor then a bond will need to be placed for the Energy items, if installed by Eagle Mountain City Energy Division then no bond needs to be placed), the above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.

Sincerely,



Christopher T. Trusty, P.E.
Public Works Director
Eagle Mountain City

Cc: Fionnuala Kofoed, Eagle Mountain City Recorder



October 3, 2013

Mayor Heather Anne Jackson
 Eagle Mountain City
 1650 East Stage Coach Run
 Eagle Mountain, Utah 84005

Subject: **Parkside Phase A Plat 1** Bond Letter Requirements for Power & Gas

Dear Mayor Jackson:

I have reviewed the improvement requirements for **Parkside Phase A Plat 1** Subdivision, and recommend the following bonding amount for this concept:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	ENERGY ONSITE UTILITIES				
a	Power	1	LS	\$275,000	\$275,000
b	Gas	1	LS	\$140,000	\$140,000
	TOTAL CONSTRUCTION COST				\$415,000
	15% Bond Coverage				\$62,250
TOTAL BOND AMOUNT:					\$477,250

A total of 115 percent of the total construction cost shall be guaranteed in the form of a performance bond totaling **\$477,250**. The above estimate is for determining the required bond amount only. The developer is fully responsible to comply with the Eagle Mountain City Construction Standards and Ordinances.

Please call me if you have any questions.

Sincerely,

Adam Ferre
 Energy Division Director
 Eagle Mountain City

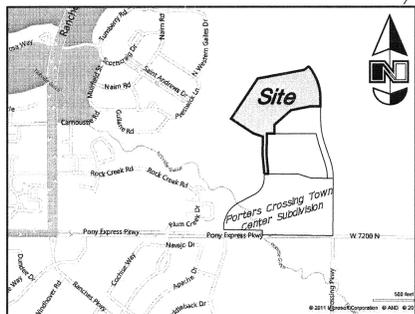
Cc: Fionnuala Kofoed, Eagle Mountain City Recorder

12-102-RES-508

Porters Crossing Residential, Phase 1

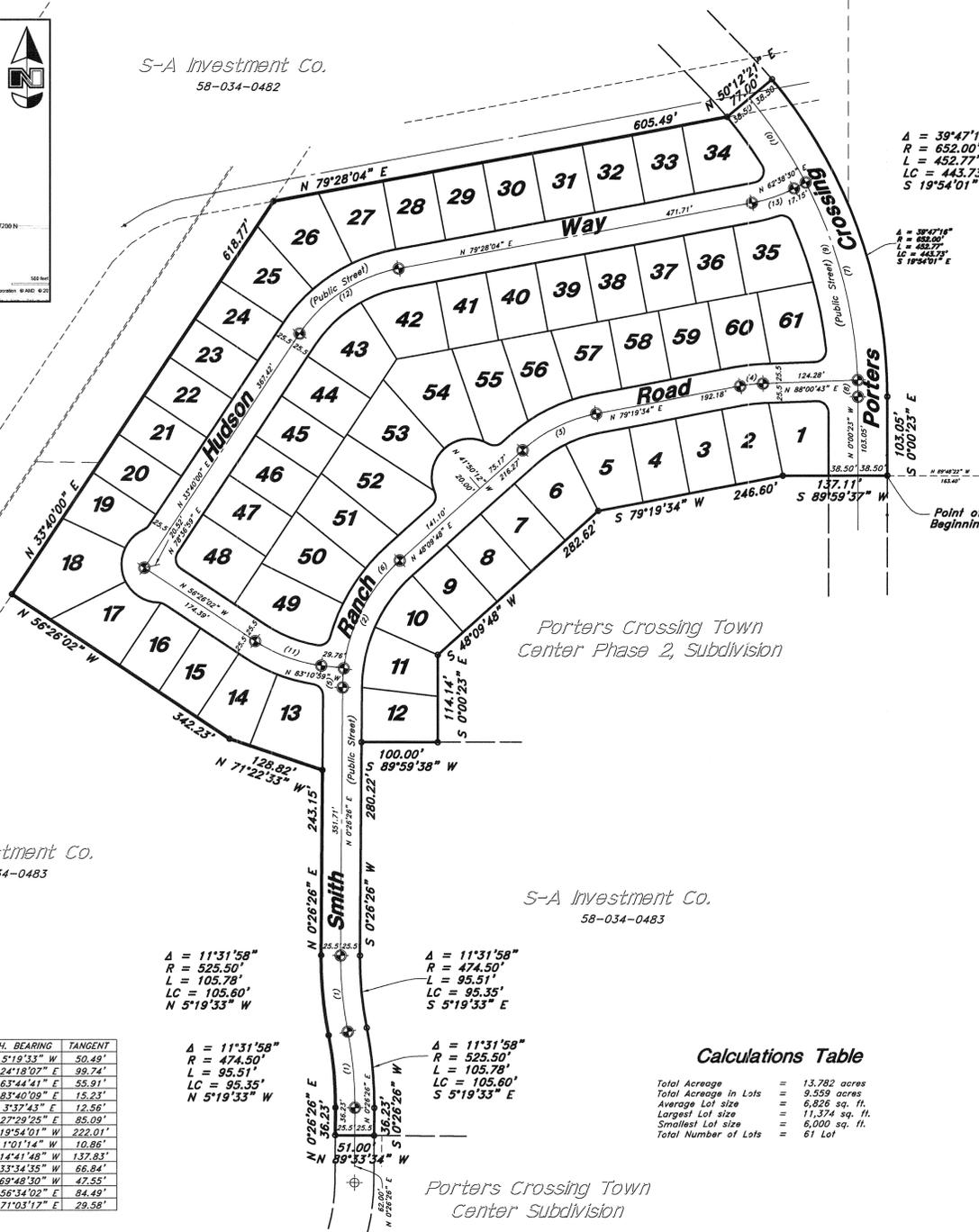
Subdivision

A part of the Southeast Quarter of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah



Vicinity Map
no scale

S-A Investment Co.
58-034-0482



East Quarter Corner Section 20, T5S, R1W, SLB&M, U.S. Survey (found Brass Cap monument)

2676.28' UCS & meas.

Scale: 1" = 100'



$\Delta = 39^{\circ}47'16''$
 $R = 652.00'$
 $L = 452.77'$
 $LC = 443.73'$
 $S 19^{\circ}54'01'' E$

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 $LC = 443.73'$
 $S 19^{\circ}54'01'' E$

S-A Investment Co.
58-034-0484

Narrative

This Survey and Subdivision was requested to create 61 residential lots.
This Survey honors previous 2011 Survey by Great Basin Engineering - South.
A line between monuments found along the South Line of Sections 20 and 21 was assigned the Utah County bearings to honor and retrace the Dependent Re-Survey.

Point of Beginning

1726.95' UCS & meas.

Legend

- Lot Line
- Boundary Line
- Right of Way Line
- Easement Line
- Centerline
- Street Monument
- Section Corner (As Noted)
- Street Address
- Public Utility Easement
- Radial Line
- Non-Radial Line

Calculations Table

Total Acreage	=	13.782 acres
Total Acreage in Lots	=	9.559 acres
Average Lot Size	=	6,826 sq. ft.
Largest Lot Size	=	11,374 sq. ft.
Smallest Lot Size	=	6,000 sq. ft.
Total Number of Lots	=	61 Lot

Curve Table

CURVE	DELTA	RADIUS	LENGTH	CH. LENGTH	CH. BEARING	TANGENT
(1)	11°31'58"	500.00'	100.64'	100.47'	N 5°19'33" W	50.49'
(2)	47°43'22"	225.50'	187.82'	182.44'	N 24°18'07" E	99.74'
(3)	31°09'46"	200.50'	109.05'	107.71'	N 63°44'41" E	55.91'
(4)	8°41'08"	200.50'	30.39'	30.37'	N 83°40'09" E	15.23'
(5)	8°22'35"	225.50'	25.10'	25.06'	N 3°17'43" E	12.56'
(6)	41°20'47"	225.50'	162.73'	159.22'	N 27°29'25" E	85.09'
(7)	39°47'16"	613.50'	426.03'	417.52'	N 19°54'01" W	222.01'
(8)	2°01'43"	613.50'	21.72'	21.72'	N 1°01'14" W	10.86'
(9)	25°19'25"	613.50'	271.15'	268.95'	N 14°41'48" W	137.83'
(10)	12°26'08"	613.50'	133.16'	132.90'	N 33°34'35" W	66.84'
(11)	26°44'57"	200.00'	93.37'	92.93'	N 69°48'30" W	42.55'
(12)	45°48'04"	200.00'	159.88'	155.65'	N 95°34'02" E	84.49'
(13)	16°49'34"	200.00'	58.73'	58.52'	N 71°03'17" E	29.58'

$\Delta = 11^{\circ}31'58''$
 $R = 525.50'$
 $L = 105.78'$
 $LC = 105.60'$
 $N 5^{\circ}19'33'' W$

$\Delta = 11^{\circ}31'58''$
 $R = 474.50'$
 $L = 95.51'$
 $LC = 95.35'$
 $S 5^{\circ}19'33'' E$

$\Delta = 11^{\circ}31'58''$
 $R = 474.50'$
 $L = 95.51'$
 $LC = 95.35'$
 $N 5^{\circ}19'33'' W$

$\Delta = 11^{\circ}31'58''$
 $R = 525.50'$
 $L = 105.78'$
 $LC = 105.60'$
 $S 5^{\circ}19'33'' E$

South Quarter Corner Section 20, T5S, R1W, SLB&M, U.S. Survey (found Brass Cap monument)
N 89°03'07" W UCS & meas.

Southeast Corner Section 20, T5S, R1W, SLB&M, U.S. Survey (found Brass Cap monument)
2639.80' UCS & meas.

Sheet 1 of 2

Surveyor's Certificate

I, Bruce D. Pimper do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 362256 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into one lots, streets and easements and that the same is shown on this plat. I further certify that all lots have been correctly surveyed and staked on the ground, meet frontage width and area requirements of the applicable zoning ordinances.

Boundary Description

A part of the Southeast Quarter of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Eagle Mountain City, Utah County, Utah:
Beginning at a point on the Easterly Line of Porters Crossing as it will be dedicated to a 38.50 foot half-width located 1728.93 feet North 0°11'38" East along the Section Line and 163.40 feet North 89°48'22" West from the Southeast Corner of said Section 20; and running thence South 89°59'37" West 137.11 feet; thence South 79°19'34" West 246.60 feet; thence South 48°09'48" West 282.62 feet; thence South 0°00'23" East 114.14 feet; thence South 89°59'38" West 100.00 feet to the Easterly Line of future Smith Ranch Road; thence along said Easterly Line the following four courses: South 0°26'26" West 280.22 feet to a point of curvature; Southeastery along the arc of a 474.50 foot radius curve to the left a distance of 95.51 feet (Central Angle equals 11°31'58" and Long Chord bears South 5°19'33" East 95.35 feet); Southeastery along the arc of a 525.50 foot radius curve to the right a distance of 105.78 feet (Central angle equals 11°31'58" and Long Chord bears South 5°19'33" East 105.60 feet) to a point of tangency; and South 0°26'26" West 36.23 feet; thence North 89°33'34" West 51.00 feet to the Westerly Line of the future Smith Ranch Road; thence along said Westerly Line the following four courses: North 0°26'26" East 36.23 feet to a point of curvature; Northwestery along the arc of a 474.50 foot radius curve to the left a distance of 95.51 feet (Central Angle equals 11°31'58" and Long Chord bears North 5°19'33" West 95.35 feet) to a point of reverse curvature; Northwestery along the arc of a 525.50 foot radius curve to the right a distance of 105.78 feet (Central Angle equals 11°31'58" and Long Chord bears North 5°19'33" West 105.60 feet) to a point of tangency; and North 0°26'26" East 243.15 feet; thence North 71°22'33" West 128.82 feet; thence North 56°26'02" West 342.23 feet; thence North 33°40'00" East 618.77 feet; thence North 79°28'04" East 605.49 feet to the Westerly Line of future Porters Crossing; thence North 50°12'21" East 77.00 feet to the Easterly Line of future Porters Crossing; thence along said Easterly Line the following two courses: Southeastery along the arc of a 652.00 foot radius curve to the right a distance of 452.77 feet (Center bears South 50°12'21" West, Central Angle equals 39°47'16" and Long Chord bears South 19°54'01" East 443.73 feet) to a point of tangency; and South 0°00'23" 103.05 feet to the point of beginning.

Owner's Dedication

We, the undersigned owners of all the real property depicted on this plat described in the surveys certificate on this plat, have caused the land described on this plat to be divided into lots, streets, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

In witness whereof we have hereunto set our hands this _____ day of _____, A.D. 20____.

By: _____
A Notary Public

Acknowledgment

State of _____ } ss
County of _____ }
On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that _____ is the _____ of _____ and that said instrument was signed in behalf of said LC by a resolution of its Members and acknowledged to me that said LC executed the same.

Residing at: _____
Commission Expires: _____

Print Name _____ A Notary Public

Acceptance by Legislative Body

The Mayor of Eagle Mountain City, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public. This _____ day of _____, A.D. 20____.

Mayor _____ Attest _____
City Recorder
(See Seal Below)

Porters Crossing Residential, Phase 1 Subdivision

A part of the Southeast Quarter of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Salt Lake City (801)521-8529 Ogden (801)394-7288 Fax (801)521-8551

Planning Commission Approval

Approved this _____ day of _____ A.D. 20____
by the Planning Commission.
Secretary, Planning Commission
Chairman, Planning Commission

Eagle Mountain City Engineer Approval

Approved this _____ day of _____ A.D. 20____
by the City Engineer.
City Engineer

Eagle Mountain City Attorney

Approval as to form this _____ day of _____ A.D. 20____
by the Eagle Mountain City Attorney.
Eagle Mountain City Attorney

SURVEYORS SEAL
NOTARY PUBLIC SEAL
CITY ENGINEER SEAL
CLERK-RECORDER SEAL

Porters Crossing Residential, Phase 1

Subdivision

A part of the Southeast Quarter of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah



Scale : 1" = 60'



A = 39°47'16"
R = 652.00'
L = 452.77'
LC = 443.73'
S 19°54'01" E

Easement to Utah Power and Light Company
Power Pole No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61
March 29, 2002 as Entry No. 35489:2002 of Official Records

70 ft. wide perpetual easement to Kern River Gas Transmission Company recorded March 29, 2002 as Entry No. 35489:2002 of Official Records

Curve Table

CURVE	DELTA	RADIUS	LENGTH	CH. LENGTH	CH. BEARING
C1	91°58'53"	15.00'	24.08'	21.58'	S 43°59'50" E
C2	8°41'08"	175.00'	26.53'	26.50'	N 83°40'09" E
C3	15°34'53"	175.00'	42.59'	42.44'	N 71°32'08" E
C4	15°34'53"	175.00'	42.59'	42.44'	N 55°57'15" E
C5	0°14'05"	200.00'	0.82'	0.82'	N 48°02'46" E
C6	24°12'10"	200.00'	84.48'	83.86'	N 35°49'39" E
C7	23°17'08"	200.00'	81.28'	80.72'	N 12°05'00" E
C8	81°44'46"	15.00'	21.40'	19.63'	S 40°25'57" E
C9	12°28'52"	225.50'	49.13'	49.03'	S 75°31'51" E
C10	12°23'21"	225.50'	48.76'	48.62'	S 62°37'42" E
C11	21°10'39"	15.00'	5.54'	5.51'	S 67°01'21" E
C12	11°01'36"	15.00'	2.89'	2.88'	S 83°02'29" E
C13	61°48'44"	50.00'	53.94'	51.36'	S 57°43'55" E
C14	52°21'22"	50.00'	45.69'	44.12'	S 0°38'52" E
C15	40°20'26"	50.00'	35.20'	34.48'	S 45°42'08" W
C16	39°15'15"	15.00'	8.43'	8.32'	S 49°46'08" W
C17	14°57'08"	225.50'	58.85'	58.68'	S 41°08'34" W
C18	15°42'12"	225.50'	62.14'	61.94'	S 56°30'46" W
C19	15°03'39"	225.50'	59.28'	59.10'	S 71°56'15" W
C20	2°58'53"	174.50'	9.08'	9.08'	S 77°58'38" W
C21	108°28'04"	15.00'	28.40'	24.34'	S 22°15'09" W
C22	7°48'46"	575.00'	78.41'	78.35'	S 35°31'6" E
C23	7°49'49"	225.50'	30.82'	30.79'	N 75°33'09" E
C24	84°50'53"	15.00'	22.21'	20.24'	S 65°56'19" E
C25	8°17'15"	575.00'	83.12'	83.10'	S 19°22'15" E
C26	19°00'15"	174.50'	57.88'	57.61'	N 69°52'56" E
C27	26°47'49"	174.50'	81.67'	80.87'	N 47°03'54" E
C28	90°06'02"	15.00'	25.59'	21.23'	N 11°23'01" E
C29	24°00'52"	174.50'	75.14'	75.61'	N 68°52'50" W
C30	83°56'10"	15.00'	21.97'	20.06'	S 57°34'56" W
C31	10°42'04"	251.00'	46.88'	46.81'	S 20°57'53" W
C32	12°38'12"	251.00'	55.36'	55.25'	S 32°38'01" W
C33	9°12'41"	251.00'	40.35'	40.31'	S 43°33'28" W
C34	71°38'57"	15.00'	18.75'	17.55'	S 12°21'19" W
C35	2°03'57"	50.00'	1.80'	1.80'	S 22°51'11" E
C36	69°33'00"	50.00'	60.69'	57.04'	S 13°23'18" W
C37	63°40'48"	50.00'	55.57'	52.75'	S 80°00'12" W
C38	7°56'09"	50.00'	6.93'	6.92'	N 64°11'19" W
C39	71°36'52"	15.00'	18.75'	17.55'	S 83°58'12" W
C40	7°47'29"	226.00'	30.73'	30.71'	S 52°03'33" W
C41	16°29'58"	226.00'	65.08'	64.86'	S 64°12'16" W
C42	6°52'19"	226.00'	22.11'	22.09'	S 75°52'51" W
C43	8°41'08"	226.00'	34.26'	34.23'	S 83°40'09" W
C44	94°11'55"	15.00'	24.66'	21.98'	S 40°54'45" W
C45	9°02'24"	575.00'	90.72'	90.63'	S 10°42'25" E

Notes

All lots have a 5.0 ft. wide Public Utility Easement along all lot lines except the front which is 10.0 ft. wide.

Legend

- Lot Line
- Boundary Line
- Right of Way Line
- Easement Line
- Centerline
- Street Monument
- Section Corner (As Noted)
- Street Address
- Public Utility Easement
- Radial Line
- Non-Radial Line

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