

RESOLUTION NO. R-21-2023

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

PREAMBLE

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

NOW THEREFORE, BE IT RESOLVED 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 Third Amendment to the Porter's Crossing Town Center Master Development Agreement, as set forth in Exhibit A.
2. The Third Amendment to the Porter's Crossing Town Center Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

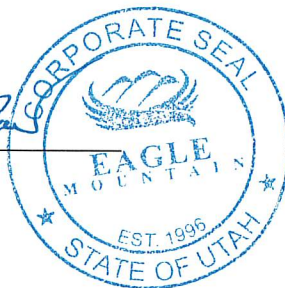
ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of July, 2023.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of July, 2023.

Those voting yes:

☒ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☒ Carolyn Love

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☒ Colby Curtis

☒ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

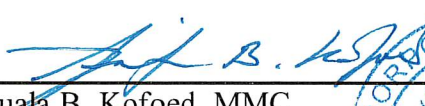
☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright



Fionnuala B. Kofoed, MMC
City Recorder

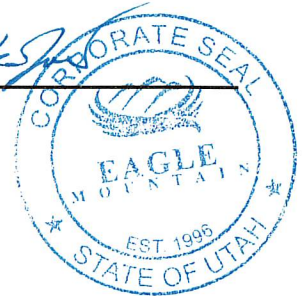


Exhibit A



ENT 75581:2024 PG 1 of 23
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Oct 30 10:32 AM FEE 56.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

When Recorded Return To:

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

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

This THIRD AMENDMENT ("Third Amendment") to the MASTER DEVELOPMENT AGREEMENT FOR PORTER'S CROSSING TOWN CENTER MASTER DEVELOPMENT ^{entry #} 39197:2016 dated and recorded March 23, 2016 ("MDA"), the First Amendment thereto, titled "Master Development Agreement for Porter's Crossing Town Center, but dated January 16, 2018 ("First Amendment"), the SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT DATED MARCH 23, 2016 FOR THE PORTER'S CROSSING TOWN CENTER MASTER DEVELOPMENT dated June 5, 2018 and recorded July 3, 2018 ("Second Amendment") (cumulatively, "Prior Agreement") is entered into between Eagle Mountain City, a Utah municipal corporation ("City") and Pony Express Land Development, Inc. a Utah corporation ("Developer") as of the date last executed below.

This Amendment is made with reference to the following facts.

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

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

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

1. **Definitions.** Section 1.19 of the Prior Agreement, as amended by the Second Amendment is hereby to read as follows and Section 1.36B is hereby added:

1.19B. **Density of Residential Dwelling Units** means that the Developer is entitled, as of the date of this amendment, to build 192 apartment or condominium units in Pod 9 in the MF2 zone, 25 townhouse units in Pod 9 in the MF1 zone, and 33 townhouse units in Pod 10 in the MF1 zone. Notwithstanding the preceding, Developer shall be required to comply with the standards of the MF1 and MF2 zones as identified in the zoning map in Exhibit 1, except as specifically modified in this Agreement and as set forth in Exhibit 6. Otherwise, the dwelling units specified in the Prior Agreement in the other Pods shall not be modified and shall stand as built.

1.36B. **Pod 9** means the development area that was referred to in the Prior Agreements as Pods 9a and 9b excluding any portion of Pod 15a as now herein described.

2. **Property Subject to This Third Amendment.** The legal descriptions for Pods 2, 9, 10, 15a and 15b are set forth in Exhibit 2.

3. **Northwest Residential Area.** Section 4 of the Second Amendment of the Prior Agreement or anywhere else regarding Pods 2, 9a, 9b, 10 and 15a and 15b, if contradicted by this Third Amendment, is hereby modified or amended as set forth herein to conform with the following Section 9B.

9B. **Development on Pod 9 and Pod 10 and Pod 15.** Except for the specific alternative development standards detailed in this agreement, the uses, zoning, open space, height, massing, layout and other requirements, as of the day of this amendment, for the future development of Pods 9 and 10 shall be in accordance with the MF1 and MF2 zones as identified in the zoning map and concept plan in Exhibits 1 and 3 which are hereby incorporated by reference. In the case of any conflict of zoning requirements the specific provisions of this Third Amendment to the MDA shall prevail.

9B.1 Developer may build apartment or condominium buildings up to 4 stories and 48 units per building in the MF2 zoned portion of Pod 9 for a total of 192 apartments or condominium units, and 25 townhouses of 3 stories and no more than 6 units per building in the MF1 zone portion of Pod 9, and 33 townhouses of 3 stories and no more than 6 units per building in the MF1 zone of Pod 10. The buildings shall be designed in accordance with the Architectural Standards as allowed in Eagle Mountain Municipal Code Section 17.72.040, but may choose to design the buildings with flat roofs and rooftop patios/gardens as represented in Exhibit 4 and the video presented at the May 16, 2023 City Council

meeting.

9B.2 Developer agrees to waive its rights concerning the potential use of portions of former Pod 15 for RV storage. City agrees to allow parking, amenities and open space use, improved or natural, in Pods 15a and 15b to all count toward the open space, parking and amenity requirements for Pods 9 and 10, 15a and 15b subject to compliance with any conditions of the easements located in the Pods 15a and 15b. Developer shall accrue acreage and points credits for open space and improvements upon land that was dedicated.

9B.3 Developer agrees to comply with the fencing standards as outlined in the City's laws effective the date of this agreement and specifically agrees to install vinyl fencing at its sole cost and expense for the adjacent homeowners to the south and east of Pod 9 that do not currently have it along the shared property line. Developer shall also provide a warranty for the existing and new fencing along the shared southern and eastern property lines of Pod 9 for all homeowners sharing a property line along the southern and eastern border of Pod 9, including those that have already completed their fencing, for a period of 5 years. The precise location of new fencing shall be determined by the City. Developer also agrees that it will not construct any apartment building within 125 feet of the eastern border of Pod 9.

9B.4 Within Pods 9, 10 and 15 Developer agrees to construct a new public road listed on the concept plan in Exhibit 3 as Nessa Way within a 56-foot right of way, more particularly described in Exhibit 3, including curb and gutter, in accordance with the local road standards in City's laws effective the date of this Agreement with the regional trail on one side only rather than standard sidewalks. Developer, at the City's request, shall also continue to construct Nessa Way, with the same building specifications, outside of Pod 15B, in a southwestern direction across Eagle Mountain City's property and connect Nessa Way to St. Andrews Drive at its natural connection point. City staff shall have discretion in cooperation with Developer to determine the exact location of the trail. At the northern most point of Nessa Way Developer shall stub the road for the City's future connection to North Berwick Lane. All road development shall occur where necessary within Pods 9, 10, and 15a and 15b. The road illustrated on Exhibit 3 where located on the City owned parcel to the northwest of Pod 10 is not Developer's responsibility to construct and is conceptual only.

4. **Pod 2.** All references to Pod 2 in the Prior Agreement are hereby modified and amended as set forth herein:

4B. Pod 2 shall be zoned as Commercial Community (as shown on Exhibit 1 and developed in accordance with the City's laws as of the effective date of this agreement except as specifically modified herein.

- A. 4B.1. Developer shall use commercially reasonable efforts to place a hotel in Pod 2. The hotel may, at Developer's discretion, be on a building footprint up to 21,000 sf with up to 4 stories in height. Developer may apply to the City Council for approval of a hotel with up to 6 stories at the Council's discretion. If Developer is not able to secure a hotel use in Pod 2 then Developer may develop the entire pod in accordance with the Commercial Community zone as outlined in the zoning map in Exhibit 1.

5. **Pod 15.** Pod 15 shall be divided into two separate Pods namely, Pod 15a and Pod 15b. See Exhibit 1.

A. Pod 15a shall be improved, with the required open space, amenities, parking spaces, trails and an existing retention pond, with the requirements created by Pods 9 and 10. Said improvements shall be designed and approved along with a master site plan application for Pods 9 and 10 in accordance with the standards in the City's laws effective the date of this agreement. Pod 15a's open space and amenities shall be completed concurrent with the development of either Pod 9 or Pod 10, as set forth herein. When the improvements to Pod 15a are completed, that portion of open space and amenities shall be dedicated on the plat to Eagle Mountain City for use by the general public (See Exhibit 6, the area designated as OS-I). In accordance with the terms of paragraph 9, the City may require early dedication of the Regional Trail.

B. Pod 15b shall be dedicated to Eagle Mountain City upon completion of the public road and Regional Trail as shown in Exhibit 3 and on Exhibit 6 (the area designated as OS-N). In accordance with the terms of paragraph 9, the City may require early dedication of the Regional Trail.

6. **Pod 10.** In addition to the 33 townhouses, referenced above, Developer shall also construct a Dog Park on the southernmost portion of Pod 10 (See Exhibit 3).

7. **Club House and Swimming Pool.** The club house and swimming pool in Pod 9 shall be accessible to all owners and residents of Pods 9 and 10 and shall comply with the size, building, and timing standards in the City's laws effective the date of this agreement. The clubhouse and swimming pool will be completed at the time both Pods 9 and 10 are completed.

8. **Land Exchange.** Eagle Mountain City and Developer may, upon their mutual approval, exchange certain real properties. Eagle Mountain City owns a small parcel of property directly north of the proposed residential buildings on Pod 10 and will consider exchanging it for the small parcel of real property in Pod 15 owned by Developer. In doing so it eliminates the City's maintenance of the property between the Developer's residential buildings and the City's proposed new road adjoining North Berwick Lane and the Developer's property to the south. If exchanged with the City, it would join to the already existing City property along the same boundary line. The terms of any exchange would be governed by separate agreement and may

differ materially from what is in this section. If the exchange does not take place Developer then submits Exhibit 3 to illustrate the proposed property boundary lines and building orientations located on Pods 10 and 15. If the land exchange does not take place the Developer shall maintain the same small parcels of property at its expense.

9. **Regional Trails.** Upon completion, all Regional Trails shall be dedicated to Eagle Mountain City (See Exhibit 3). Notwithstanding the foregoing, the City may at its option require the dedication of the trails prior to completion with 90 days notice. If City exercises this option for earlier dedication of the trail, City shall complete any remaining improvements. This early dedication does not relieve Developer of the costs of the trail improvements except that Developer shall not be required to bond for the improvements and payment of any outstanding costs shall be by separate agreement. The Parties agree to negotiate in good faith regarding a mutually acceptable arrangement for payment of any outstanding costs.. After the dedication of the trails, Eagle Mountain City shall thereafter be responsible for any and all maintenance of the trail system.

10. **Park and Improved Open Space.** Sections 8A.1, 8A.2 and 10A of the Second Amendment are hereby deleted and replaced with the following new Section.

8B.1 **Acknowledgement of Current Status.** The City and Developer in the Prior Agreement had calculated that the development of Pods 2, 4, 6a and 6b would have required under the City's Vested Laws the dedication of a total of 10.95 acres of land and the construction of 1,095 "points" worth of amenities.

The Project, as designed at the time of the Second Amendment contemplated the dedication of 7.09 acres of land and the construction of 877 points of amenities. The plan for the Project thus left a deficit from the City's Vested Laws of 3.86 acres and 218 amenity points. The City's Vested Laws valued the missing acreage at \$3.50/square foot and the missing points at \$500/point. The total value of the missing acreage and amenity points was calculated at \$697,496.00. Master Developer has paid that \$697,496.00 to the City as an "in lieu" fee.

The parties acknowledge that the in lieu fee, calculated pursuant to the Second Amendment and relating to the then current Pods 2, 3b, 3d, 3e, 4, 6a, 6b, 9a, 9b, and 15, will need to be adjusted given that this Third Amendment : 1) changes the number of ERU's to be built in Pod 2; 2) eliminates the recreational center in Pod 6a; and 3) removes the senior citizen center in Pod 6b. As such, the City will recalculate, pursuant to the Second Amendment, the amount of open space, improvements and amenities required for the new developments as set forth in this Third Amendment in Pods 1, 2, 9, 10, 15a and 15b and apply the unused points, effective as of the day of this amendment, of the in lieu fee against the new open space, improvements and amenities requirements of the new development. The net result of the new calculation will determine the required amount of open space, improvements and amenities required by the City code for the new development.

Such adjustments will be determined on or before the time that a site plan for Pod 9 or 10 is submitted to the City for approval.

8B.2. **Acknowledgement of Work Remaining.** The City and Developer acknowledge that the park area in Pod 3d and the trail in Pod 3e as identified in Exhibit 5A of the Second Amendment to this Agreement still needs to be completed. The Developer shall complete these improvements prior to commencing any construction on Pods 9 or 10.

11. **Interpretation and Effect of This Third Amendment on the Prior Agreement.** If any provision of the Prior Agreement or any prior amendments thereto conflict with this Third Amendment, including the Exhibits hereto, then the provisions of this Third Amendment shall control. All definitions not explicitly defined herein shall have the meaning as defined in the Prior Agreement. All Prior Agreements shall remain in full force and effect except as explicitly modified by this Third Amendment.

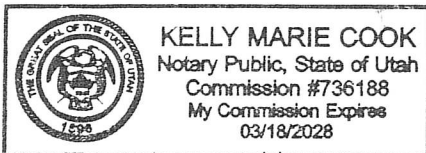
12. **Expiration:** This Third Amendment shall expire six (6) years as applied to Pod 2, and ten (10) years for Pods 9, 10, and 15a and 15b, from the date of City Council approval unless extended pursuant to Eagle Mountain City Code. Upon expiration the zoning approved in this Third Amendment will remain and any future applications for development on the property must comply with the City's laws at the time of application.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: [Signature]
 Print Name: Khesrow B. Semnani
 Title: Manager

STATE OF UTAH)
)
 COUNTY OF SALT LAKE)

On the 17th day of September 2024, personally appeared before me Kelly M. Cook, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Pony Express Land Development, Inc.



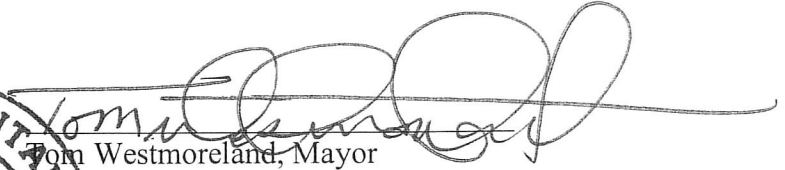
[Signature: Kelly M. Cook]

NOTARY PUBLIC

ATTEST:

EAGLE MOUNTAIN CITY


City Recorder


Tom Westmoreland, Mayor

Approved as to form:


City Attorney

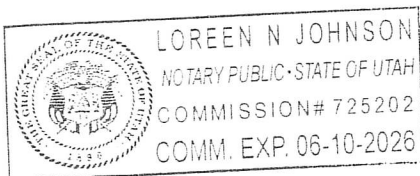


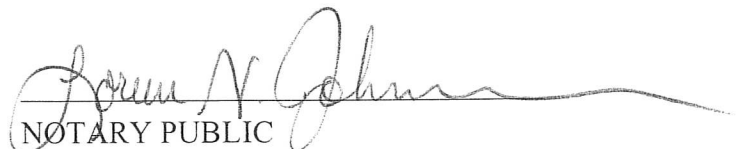
STATE OF UTAH)

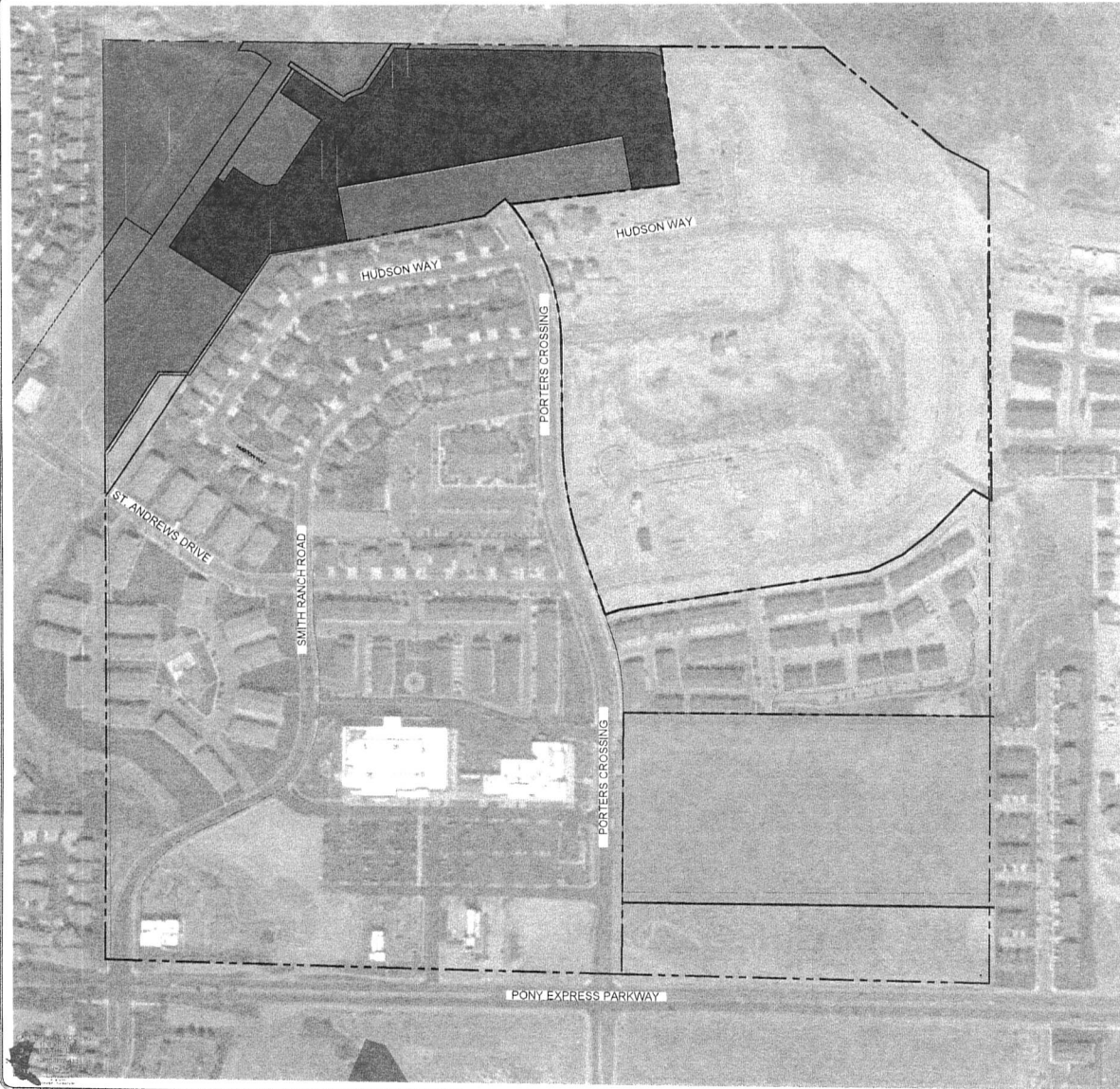
COUNTY OF UTAH)






On the ~~September~~ 23 day of September, 2024, personally appeared before me ~~Loreen N. Johnson~~, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Eagle Mountain City

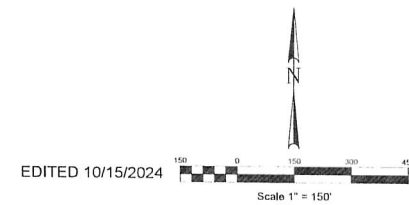
Tom Westmoreland




NOTARY PUBLIC



ZONING DESIGNATION	
	MF1
	MF2
	OS-I
	OS-N
	CC



POD #2:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF PORTERS CROSSING; SAID POINT BEING NORTH 00°14'52" WEST 66.00 FEET AND NORTH 00°26'42" EAST 296.37 FEET FROM THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 00°26'42" EAST 439.91 FEET ALONG SAID EAST RIGHT OF WAY LINE OF PORTERS CROSSING, RECORDED PER ENTRY 90696:2013 IN THE UTAH COUNTY RECORDER'S OFFICE TO A POINT ON THE SOUTH LINE OF DUBLIN FARMS SUBDIVISION, RECORDED PER ENTRY 118342:2018 IN THE UTAH COUNTY RECORDER'S OFFICE

THENCE ALONG SAID SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES:

- (1) SOUTH 89°33'18" EAST 747.34 FEET;
- (2) SOUTH 29°33'18" EAST 23.20 FEET TO A POINT ON A 187.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF SAID CURVE BEARS NORTH 00°26'44" EAST;
- (3) EASTERLY 49.45 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 82°52'12" EAST 49.31 FEET;
- (4) NORTH 75°17'40" EAST 16.01 FEET TO A POINT ON A 213.87 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;
- (5) EASTERLY 56.62 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 80°51'26" EAST 56.45 FEET;
- (6) SOUTH 89°33'18" EAST 153.30 FEET TO A POINT ON THE WEST LINE OF PONY EXPRESS TOWNHOMES, RECORDED PER ENTRY 84771:2015

THENCE SOUTH 00°00'36" WEST 447.07 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 89°09'35" WEST 1035.66 FEET TO THE POINT OF BEGINNING

NOTE: THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 89°09'35" EAST ALONG THE SOUTH SECTION LINE BETWEEN THE SOUTHWEST CORNER, AND THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 10.50 ACRES.

POD #9 MF-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°11'42" WEST 255.18 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 79°45'43" EAST 11.73 FEET; THENCE SOUTH 10°14'16" EAST 149.22 FEET; THENCE SOUTH 83°06'14" WEST 345.34 FEET TO A POINT OF CURVATURE ON A 652.00 FOOT RADIUS CURVE TO THE LEFT; THE CENTER OF WHICH BEARS SOUTH 51°53'14" WEST; THENCE NORTHERLY 19.12 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 38°57'11" WEST 19.12 FEET; THENCE SOUTH 50°12'25" WEST 77.00 FEET; THENCE SOUTH 79°28'08" WEST 387.49 FEET; THENCE NORTH 10°14'01" WEST 152.28 FEET; THENCE NORTH 79°45'43" EAST 796.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.67 ACRES.

POD #9 MF2-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°11'42" WEST 17.51 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 88°59'55" EAST 86.16 FEET TO A POINT OF CURVATURE ON A 37.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 13.58 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS SOUTH 78°37'23" EAST 13.51 FEET; THENCE SOUTH 68°14'51" EAST 12.34 FEET TO A POINT OF CURVATURE ON A 30.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 10.87 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS SOUTH 78°37'23" EAST 10.81 FEET; THENCE SOUTH 88°59'55" EAST 0.69 FEET THENCE SOUTH 06°53'46" EAST 358.66 FEET; THENCE SOUTH 83°06'14" WEST 128.88 FEET; THENCE NORTH 10°14'16" WEST 149.22 FEET; THENCE SOUTH 79°45'43" WEST 808.40 FEET; THENCE SOUTH 10°14'01" EAST 152.28 FEET; THENCE SOUTH 79°28'08" WEST 218.02 FEET; THENCE NORTH 33°40'04" EAST 695.96 FEET; THENCE SOUTH 88°59'55" EAST 586.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.72 ACRES.

POD #9 MF2 OSI-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°11'14" EAST 118.86 FEET; THENCE SOUTH 06°53'46" EAST 26.91 FEET; THENCE NORTH 88°59'55" WEST 0.69 FEET TO A POINT OF CURVATURE ON A 30.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 10.87 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 78°37'23" WEST 10.81 FEET; THENCE NORTH 68°14'51" WEST 12.34 FEET TO A POINT OF CURVATURE ON A 37.50 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 13.58 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 78°37'23" WEST 13.51 FEET; THENCE NORTH 88°59'55" WEST 672.51 FEET; THENCE NORTH 33°40'04" EAST 17.33 FEET; THENCE SOUTH 89°17'19" EAST 576.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.27 ACRES.

POD #10-MF1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 1041.55 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 33°40'04" WEST 708.77 FEET; THENCE NORTH 594.76 FEET; THENCE SOUTH 89°17'19" EAST 392.96 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.68 ACRES.

POD #15 A PRIVATE-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 576.76 FEET AND SOUTH 33°40'04" WEST 17.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 33°40'04" WEST 836.77 FEET; THENCE NORTH 56°02'13" WEST 243.38 FEET; THENCE NORTH 34°15'09" EAST 237.90 FEET; THENCE SOUTH 55°44'51" EAST 20.97 FEET; THENCE NORTH 34°17'28" EAST 49.99 FEET; THENCE SOUTH 55°45'43" EAST 72.64 FEET TO A POINT OF CURVATURE ON A 62.50 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 48.85 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 78°09'04" EAST 47.61 FEET; THENCE NORTH 79°27'35" EAST 15.96 FEET; THENCE NORTH 34°15'16" EAST 219.12 FEET; THENCE NORTH 55°44'51" WEST 138.40 FEET; THENCE NORTH 34°17'54" EAST 75.00 FEET; THENCE SOUTH 55°44'51" EAST 164.46 FEET TO A 61.50 FOOT RADIUS CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS SOUTH 53°59'34" EAST; THENCE NORTHEASTERLY 37.93 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 53°40'36" EAST 37.33 FEET; THENCE NORTH 71°20'47" EAST 17.43 FEET TO A POINT OF CURVATURE ON A 38.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 25.12 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 52°39'13" EAST 24.68 FEET; THENCE NORTH 33°57'39" EAST 134.55 FEET; THENCE SOUTH 88°59'55" EAST 35.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.67 ACRES.

POD #15 A-PRIVATE-2:**NORTH PARCEL**

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 1041.55 FEET AND SOUTH 33°40'04" WEST 30.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 89°59'24" EAST 23.11 FEET TO A POINT OF CURVATURE WITH A 68.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 40.96 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 72°52'43" EAST 40.36 FEET; THENCE SOUTH 55°44'51" EAST 38.76 FEET; THENCE SOUTH 34°15'09" WEST 56.50 FEET TO A POINT OF CURVATURE WITH A 20.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF WHICH BEARS NORTH 55°44'51" WEST; THENCE NORTHERLY 32.20 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 10°44'51" WEST 28.99 FEET; THENCE NORTH 55°44'51" WEST 18.26 FEET TO A POINT OF CURVATURE WITH A 32.50 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 19.44 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 72°52'43" WEST 19.15 FEET; THENCE SOUTH 89°59'24" WEST 47.10 FEET; THENCE NORTH 33°40'04" EAST 43.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.09 ACRES.

POD #15 A-PRIVATE-2:**SOUTH PARCEL**

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 1041.55 FEET AND SOUTH 33°40'04" WEST 119.99 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 00°00'36" EAST 67.88 FEET TO A POINT OF CURVATURE WITH A 117.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 90.86 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 22°08'32" WEST 88.61 FEET; TO A POINT OF CURVATURE WITH A 82.50 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 51.37 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 26°27'25" WEST 50.54 FEET; THENCE SOUTH 08°53'25" WEST 11.63 FEET TO A POINT OF CURVATURE WITH A 12.70 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 14.34 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 23°27'06" EAST 13.59 FEET; THENCE SOUTH 55°47'37" EAST 2.68 FEET TO A POINT OF CURVATURE WITH A 12.70 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 19.94 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 79°13'46" EAST 17.95 FEET; THENCE SOUTH 34°15'09" WEST 61.59 FEET TO A POINT OF CURVATURE WITH A 19.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF WHICH BEARS NORTH 89°17'42" WEST; THENCE NORTHWESTERLY 16.86 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 24°43'11" WEST 16.31 FEET; TO A POINT OF CURVATURE WITH A 27.50 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 19.91 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 87°42'39" WEST 19.48 FEET; THENCE SOUTH 71°32'58" WEST 39.29 FEET TO A POINT OF CURVATURE WITH A 122.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 39.43 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 80°46'11" WEST 39.26 FEET; THENCE SOUTH 89°59'24" WEST 11.39 FEET; THENCE NORTH 33°40'04" EAST 50.04 FEET TO A POINT OF CURVATURE WITH A 82.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF WHICH BEARS NORTH 11°26'52" WEST; THENCE NORTHEASTERLY 10.08 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 75°03'03" EAST 10.08 FEET; THENCE NORTH 71°32'58" EAST 44.66 FEET TO A POINT OF CURVATURE WITH A 12.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 13.67 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 40°13'11" EAST 13.00 FEET; THENCE NORTH 08°53'25" EAST 13.40 FEET TO A POINT OF CURVATURE WITH A 117.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 73.10 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 26°28'22" EAST 71.92 FEET; TO A POINT OF CURVATURE WITH A 82.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 63.79 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 22°08'32" EAST 62.22 FEET; THENCE NORTH 00°00'36" WEST 15.36 FEET; THENCE NORTH 33°40'04" EAST 63.12 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.28 ACRES.

POD #15 A-PRIVATE-3:**EAST PARCEL**

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 1041.55 FEET AND SOUTH 33°40'04" WEST 74.21 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°59'24" EAST 47.10 FEET TO A POINT OF CURVATURE WITH A 32.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 19.44 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 72°52'43" EAST 19.15 FEET; THENCE SOUTH 55°44'51" EAST 18.26 FEET TO A POINT OF CURVATURE WITH A 20.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 32.20 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 10°44'51" EAST 28.99 FEET; THENCE SOUTH 34°15'09" WEST 255.34 FEET TO A POINT OF CURVATURE WITH A 12.70 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 19.94 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 79°13'46" WEST 17.95 FEET; THENCE NORTH 55°47'37" WEST 2.68 FEET TO A POINT OF CURVATURE WITH A 12.70 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 14.34 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 23°27'06" WEST 13.59 FEET; THENCE NORTH 08°53'25" EAST 11.63 FEET TO A POINT OF CURVATURE WITH A 82.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 51.37 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 26°27'25" EAST 50.54 FEET; TO A POINT OF CURVATURE WITH A 117.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 90.86 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 22°08'32" EAST 88.61 FEET; THENCE NORTH 00°00'36" WEST 67.88 FEET; THENCE NORTH 33°40'04" EAST 45.78 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.39 ACRES.

POD #15 A-PRIVATE-3:**WEST PARCEL**

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 1041.55 FEET AND SOUTH 33°40'04" WEST 183.11 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°00'36" EAST 15.36 FEET TO A POINT OF CURVATURE WITH A 82.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 63.79 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS SOUTH 22°08'32" WEST 62.22 FEET; TO A POINT OF CURVATURE WITH A 117.50 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 73.10 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 26°28'22" WEST 71.92 FEET; THENCE SOUTH 08°53'25" WEST 13.40 FEET TO A POINT OF CURVATURE WITH A 12.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 13.67 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 40°13'11" WEST 13.00 FEET; THENCE SOUTH 71°32'58" WEST 44.66 FEET TO A POINT OF CURVATURE WITH A 82.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 10.08 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 75°03'03" WEST 10.08 FEET; THENCE NORTH 33°40'04" EAST 212.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.10 ACRES.

POD #15 A-PRIVATE-4:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 925.48 FEET AND SOUTH 34°15'09" WEST 443.63 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 34°15'09" WEST 219.26 FEET; THENCE NORTH 56°02'13" WEST 90.62 FEET; THENCE NORTH 33°40'04" EAST 153.13 FEET; THENCE NORTH 89°59'24" EAST 11.39 FEET TO A POINT OF CURVATURE WITH A 122.50 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 39.43 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 80°46'11" EAST 39.26 FEET; THENCE NORTH 71°32'58" EAST 39.29 FEET TO A POINT OF CURVATURE WITH A 27.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 19.91 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS SOUTH 87°42'39" EAST 19.48 FEET TO A POINT OF CURVATURE WITH A 19.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 16.86 FEET ALONG THE ARC OF SAID CURVE, CHORD TO SAID CURVE BEARS SOUTH 24°43'11" EAST 16.31 FEET; TO THE POINT OF BEGINNING.

CONTAINS 0.41 ACRES.

POD #15 A OSI-2:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 576.76 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 33°40'04" WEST 17.33 FEET; THENCE NORTH 88°59'55" WEST 35.50 FEET; THENCE SOUTH 33°57'39" WEST 134.55 FEET TO A POINT OF CURVATURE ON A 38.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 25.12 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS SOUTH 52°39'13" WEST 24.68 FEET; THENCE SOUTH 71°20'47" WEST 17.43 FEET TO A POINT OF CURVATURE ON A 61.50 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 37.93 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS SOUTH 53°40'36" WEST 37.33 FEET; THENCE NORTH 55°44'51" WEST 189.12 FEET; THENCE NORTH 34°15'09" EAST 14.00 FEET; THENCE SOUTH 55°44'51" EAST 176.78 FEET TO A POINT OF CURVATURE ON A 75.50 FOOT RADIUS CURVE TO THE RIGHT; CENTER OF WHICH BEARS SOUTH 43°36'12" EAST; THENCE NORTHEASTERLY 32.88 FEET ALONG THE ARC OF SAID CURVE; CHORD BEARS NORTH 58°52'18" EAST 32.62 FEET; THENCE NORTH 71°20'47" EAST 17.43 FEET TO A POINT OF CURVATURE ON A 24.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 15.99 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 52°39'13" EAST 15.70 FEET; THENCE NORTH 33°57'39" EAST 142.54 FEET; THENCE SOUTH 89°17'19" EAST 52.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.14 ACRES.

POD #15 A-OSI-3:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 858.29 FEET AND SOUTH 34°15'09" WEST 88.31 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 55°44'51" EAST 10.66 FEET; THENCE SOUTH 34°17'54" WEST 75.00 FEET; THENCE SOUTH 55°44'51" EAST 138.40 FEET; THENCE SOUTH 34°15'16" WEST 219.12 FEET; THENCE SOUTH 79°27'35" WEST 15.96 FEET TO A POINT OF CURVATURE ON A 62.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 48.85 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 78°09'04" WEST 47.61 FEET; THENCE NORTH 55°45'43" WEST 72.64 FEET; THENCE SOUTH 34°17'28" WEST 49.99 FEET; THENCE NORTH 55°44'51" WEST 20.97 FEET; THENCE NORTH 34°15'09" EAST 373.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.88 ACRES.

POD #15 A-OSN-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 925.48 FEET AND SOUTH 34°15'09" WEST 70.18 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 55°44'51" EAST 42.00 FEET; THENCE NORTH 34°15'19" EAST 19.00 FEET; THENCE SOUTH 55°44'51" EAST 14.00 FEET; THENCE SOUTH 34°15'09" WEST 611.42 FEET; THENCE NORTH 56°02'13" WEST 56.00 FEET; THENCE NORTH 34°15'09" EAST 592.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.77 ACRES.

POD #15 A-OSN-2:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 629.01 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 89°17'19" WEST 412.54 FEET; THENCE SOUTH 33°40'04" WEST 30.95 FEET; THENCE NORTH 89°59'24" EAST 23.11 FEET TO A POINT OF CURVATURE WITH A 68.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 40.96 FEET ALONG THE ARC OF SAID CURVE, CHORD TO SAID CURVE BEARS SOUTH 72°52'43" EAST 40.36 FEET; THENCE SOUTH 55°44'51" EAST 80.76 FEET; THENCE NORTH 34°15'09" EAST 33.00 FEET; THENCE SOUTH 55°44'51" EAST 176.78 FEET TO A POINT OF CURVATURE WITH A 75.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS SOUTH 43°36'12" EAST; THENCE NORTHEASTERLY 32.88 FEET ALONG THE ARC OF SAID CURVE, CHORD TO SAID CURVE BEARS NORTH 58°52'18" EAST 32.62 FEET; THENCE NORTH 71°20'47" EAST 17.43 FEET TO A POINT OF CURVATURE WITH A 24.50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 15.99 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 52°39'13" EAST 15.70 FEET; THENCE NORTH 33°57'39" EAST 142.54 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.79 ACRES.

POD #15B-OSI-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF AN EXISTING POWER CORRIDOR EASEMENT, SAID EASEMENT IS DESCRIBED IN ENTRY 4635, BOOK 1178, PAGE 110, IN THE OFFICE OF THE UTAH COUNTY RECORDER; SAID POINT BEING NORTH 89°17'19" WEST 1041.55 FEET AND SOUTH 33°40'04" WEST 599.25 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 56°02'13" EAST 90.62 FEET; THENCE SOUTH 34°15'09" WEST 241.42 FEET; THENCE NORTH 159.02 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID POWER EASEMENT; THENCE NORTH 33°40'04" EAST 109.52 FEET ALONG SAID NORTHWESTERLY LINE OF SAID POWER EASEMENT TO THE POINT OF BEGINNING.

CONTAINS 0.36 ACRE.

POD #15B-OSN-1:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 858.29 FEET AND SOUTH 34°15'09" WEST 699.74 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 56°02'13" EAST 243.38 FEET; THENCE SOUTH 33°40'04" WEST 272.04 FEET; THENCE NORTH 89°17'15" WEST 83.92 FEET; THENCE SOUTH 33°40'04" WEST 269.59 FEET; THENCE NORTH 317.95 FEET; THENCE NORTH 34°15'09" EAST 323.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.31 ACRES.

POD #15B-OSN-2:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°17'19" WEST 925.48 FEET AND SOUTH 34°15'09" WEST 662.89 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 56°02'13" EAST 56.00 FEET; THENCE SOUTH 34°15'09" WEST 323.93 FEET; THENCE NORTH 99.50 FEET; THENCE NORTH 34°15'09" EAST 241.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.36 ACRE.



UTILITY COMPANY NOTES:

KERN RIVER GAS TRANSMISSION COMPANY (KERN RIVER)


1. THE DEVELOPER WILL FOLLOW REQUIREMENTS OF THE EXHIBIT B - KERN RIVER ENCOACHMENT SPECIFICATIONS AS SHOWN IN THE PLAN SHEET EX-05.
2. THE LATEST VERSION OF THE DEVELOPER'S HANDBOOK WILL BE USED IN DESIGN OF THE IMPROVEMENTS SHOWN IN THIS PLAN SHEET.
3. THE WALKING PATH (TRAIL) WILL BE PLACED BETWEEN THE TWO PIPELINES AND WILL NOT BE PLACED ON THE TOP OF ANY PIPELINE. DEVELOPER WILL BE RESPONSIBLE TO RESTORE/REPLACE THE TRAIL IN THE EVENT WORK IS DONE ON THE PIPELINES.
4. THE ROADWAY, PARKING LOT, RV STORAGE, NURSERY AND OTHER USES SHOWN IN THIS PLAN SHEET WILL BE ALLOWED AS LONG AS ALL KERN RIVER ENCOACHMENT SPECIFICATIONS ARE MET AND AN AGREEMENT IS SIGNED PRIOR TO WORK COMMENCING.
5. NO PLAYGROUND EQUIPMENT WILL BE INSTALLED WITHIN THE KERN RIVER EASEMENT.
6. ALL WORK ASSOCIATED WITH THE POOL, DECKING, FENCING, WILL BE OUTSIDE OF THE EASEMENT FOR THE KERN RIVER PIPELINES.
7. NO IMPROVEMENTS ASSOCIATED WITH TOWNHOMES DEVELOPMENT INCLUDING THE BUILDING ITSELF, FENCES, TREES, DECKS AND ANY OTHER IMPROVEMENTS WHICH REQUIRES FOOTING AND FOUNDATION WILL BE ALLOWED WITHIN THE KERN RIVER EASEMENT. SHALLOW ROOTED SHRUBBERIES AND NON-STRUCTURAL/NO FOOTING/ FOUNDATION IMPROVEMENTS SUCH AS MASONRY BLOCKS, PLANTING POTS WILL BE ALLOWED IN THE EASEMENT AREA TO HELP DESIGNATE THE BOUNDARY BETWEEN UNITS.
8. THERE WILL NOT BE ANY IRRIGATION SYSTEM, SPRINKLER HEADS, ETC. ALLOWED WITHIN THE KERN RIVER EASEMENT.

ROCKY MOUNTAIN POWER COMPANY (RMP)

1. ALL WORK IN THE RMP EASEMENT WILL BE REVIEWED AND APPROVED BY THE ENGINEERING STAFF OF RMP COMPANY PRIOR TO ANY WORK COMMENCING.
2. A DETAILED GRADING PLAN WILL BE PREPARED BY THE DEVELOPER WHICH WILL DEMONSTRATE SIMILAR GRADES FOR EXISTING AND FINISHED AROUND CONDITIONS IN THE RMP EASEMENT. THE GRADING PLAN WILL BE REVIEWED BY THE RMP COMPANY PRIOR TO ANY WORK IN THE EASEMENT COME BEGIN.

NOTE:

1. "THESE PLANS ARE CONCEPTUAL ONLY. THE PRECISE LOCATION OF THE STRUCTURES, LANDSCAPING, ROADS, FLOOR PLANS, MATERIALS, ARCHITECTURES, ETC ARE SHOWN FOR ILLUSTRATIVE PURPOSES AND MAY BE MODIFIED FOR PURPOSES IMPLEMENTATION OF THE OVERALL PLAN."
2. A FULL ANALYSIS OF THE BOUNDARY LINES AND A ALTA LAND TITLE SURVEY NEEDS TO BE PERFORMED BASED ONE A RECENTLY PREPARED TITLE REPORT TO DEPICT THE EXACT LOCATION OF THE BOUNDARY LINES AND ANY EASEMENTS ON THE PROPERTY.

 4 STORY AND 3 STORY
APARTMENTS(SEE ARCHITECTURE PLAN)

TOWNHOMES(SEE ARCHITECTURE PLAN)

EDITED 06/24/2024

EXHIBIT 3-1

Scale 1" = 80'

PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
3RD AMENDMENT TO MDA
NO LAND EXCHANGE IN
POD 10

231 West 800 South Salt Lake City, Utah 84101

CLIENT	SK HART MANAGEMENT
DWG	150-000-04-PROPOSED SITE
	PORTLAND
JOB NO.	1RD AMENDMENT

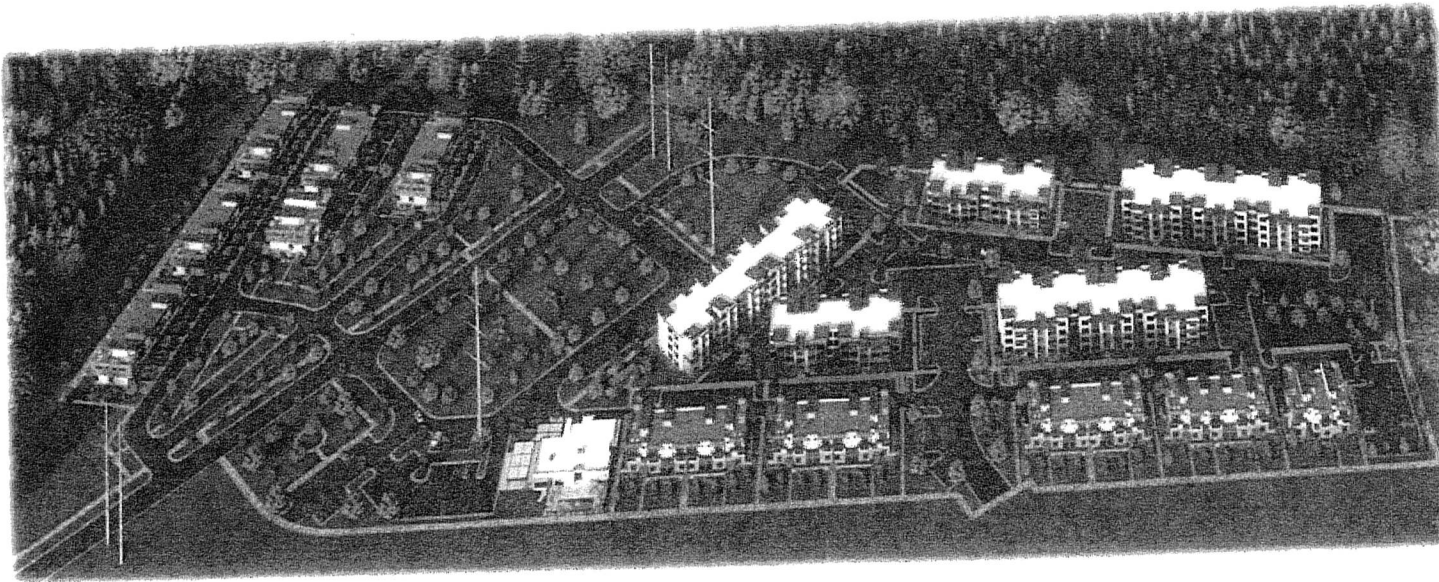
ANBY KP
ONBY KP
EDBY SNT

[illegible]

SHEET

EXHIBIT 3-1

"These plans are conceptual only. The precise location of the structures, landscaping, roads, floor plans, materials, architecture, etc. are shown for illustrative purposes and may be modified for purposes implementation of the overall plan."



Porters Crossing Multifamily
Sage Mountain, Utah

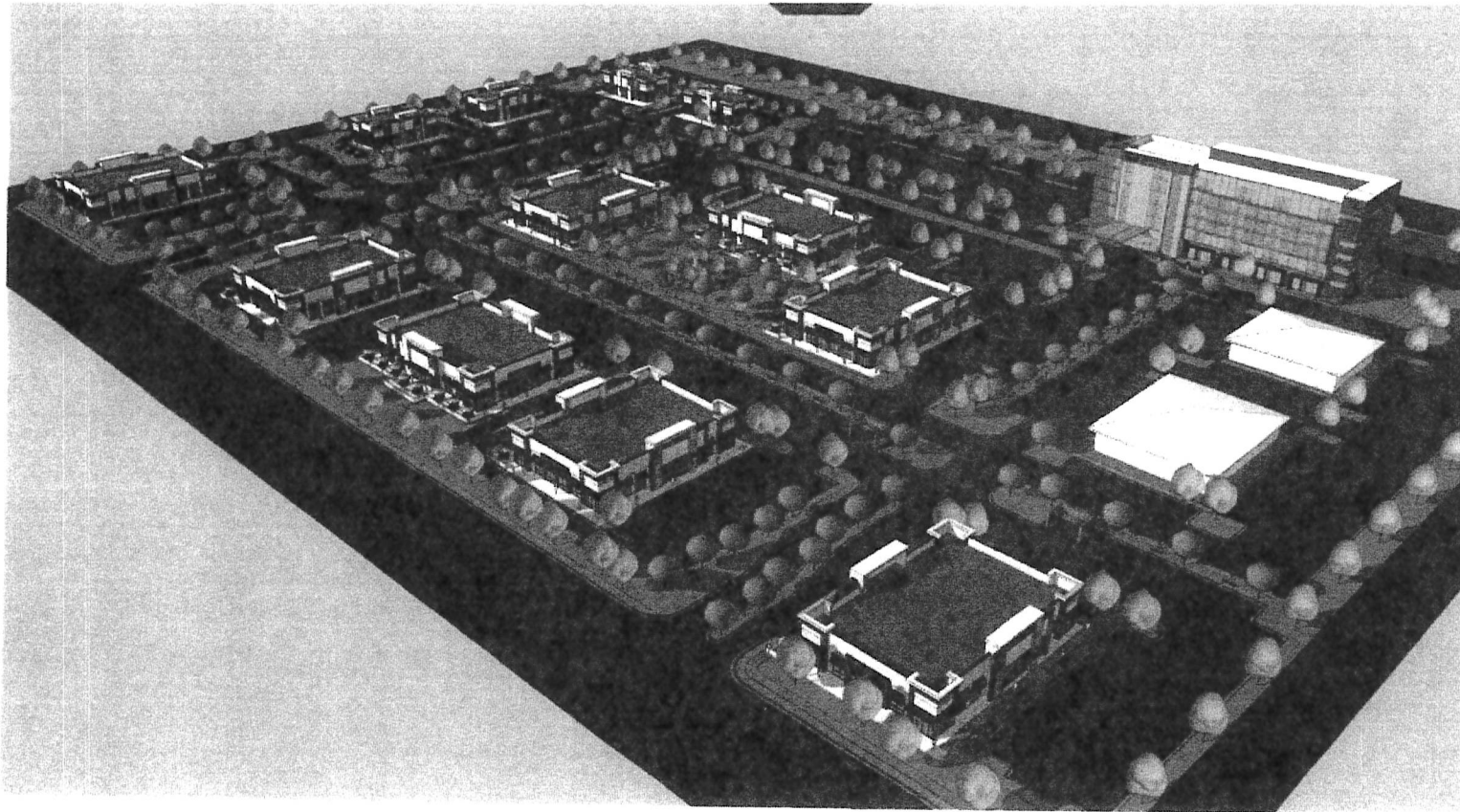
BWA
ARCHITECTS
100 N. 200 E.
PO BOX 100
SALT LAKE CITY, UT 84111
(801) 466-1000
www.bwaarchitects.com

PROJECT NUMBER
000000
OWNER
SAGE MOUNTAIN
PROJECT PHASE

2024

SD1.0

Exhibit 4 - Architectural Renderings – Multi-family



1. PORTERS CROSSING CONCEPT MAP
2. RETAIL

These are conceptual drawings only. The precise location of the structures, landscaping, walls, floor plans, materials, architecture are not shown. All structural programs and use to be modified for accuracy. (representation of the overall plan)

(These are conceptual drawings only)

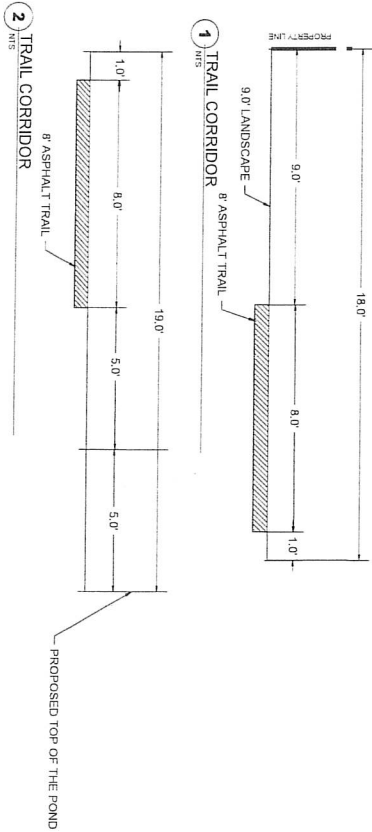
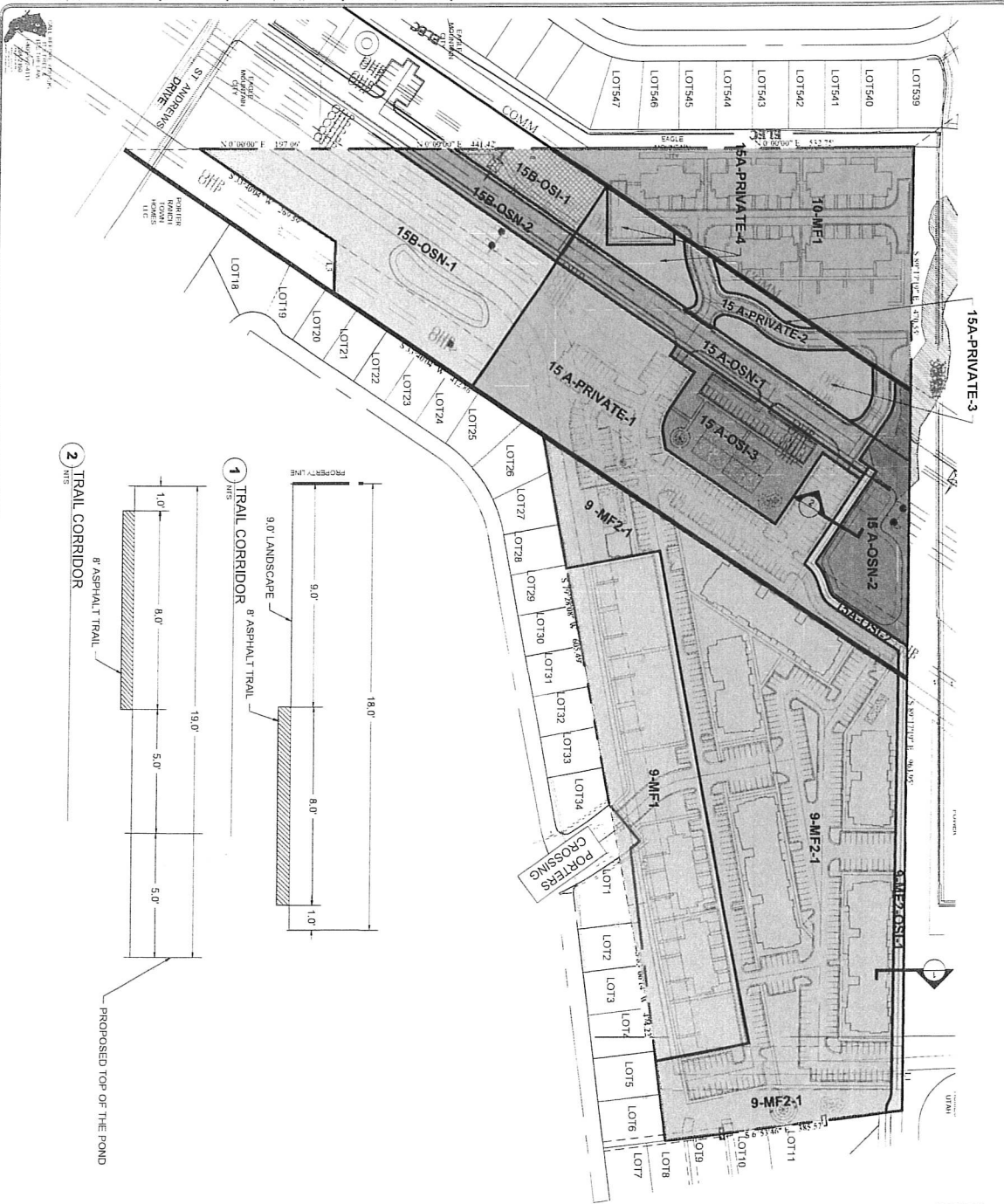
NO. OF SHEETS	22
NO. OF SHEETS USED	22
NO. OF SHEETS LEFT	0
NO. OF SHEETS USED	22
NO. OF SHEETS LEFT	0

Porters Crossing Retail
Edge Mountain, Utah

BWA
ARCHITECTS
1010 N. 1000 E.
SUITE 100
TAYLOR, UTAH 84403
(435) 468-1000
WWW.BWAARCHITECTS.COM

PROJECT NUMBER
DATE
DRAWN BY
CHECKED BY
PROJECT PHASE
A906

Exhibit 5 - Architectural Renderings – Retail



THESE PLANS ARE CONCEPTUAL ONLY.

3RD AMENDMENT	
POD	ACREAGE
POD 9	
9-MF1	2.82 AC
9-MF2-1	6.67 AC
9-MF2-OSN-1	0.33 AC
SUB TOTAL	9.82 AC
POD 10	
10-MF1	2.71 AC
SUB TOTAL	2.71 AC
POD 15	
15A-PRIVATE-1	2.80 AC
15A-PRIVATE-2	0.37 AC
15A-PRIVATE-3	0.46 AC
15A-PRIVATE-4	0.41 AC
15A-OSN-2	0.78 AC
15A-OSN-1	0.14 AC
15A-OSN-1	0.77 AC
15A-OSN-1	0.87 AC
15B-OSN-1	2.24 AC
15B-OSN-2	0.36 AC
15B-OSN-1	0.36 AC
SUB TOTAL	9.347 AC
TOTAL	21.87 AC

8 FT. TRAIL 9-MF2-OSN-1 (LF)	747 (LF)
8 FT. TRAIL 15A-OSN-2 (LF)	387 (LF)
8 FT. TRAIL 15B-OSN-1 (LF)	289 (LF)
(DOG PARK)	

EXHIBIT 6

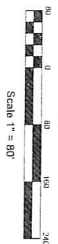


EXHIBIT 6

REVISIONS

DRAWN BY: KP
DESIGN BY: KP
CHECKED BY: SNT
DATE: 04/04/2024

CLIENT: SK HART MANAGEMENT
DWG: 2024-04-04 PROPOSED SITE
DATE: 04/04/2024
PROJECT: 15A-PRIVATE-1
PROJECT: 15A-PRIVATE-2
PROJECT: 15A-PRIVATE-3
PROJECT: 15A-PRIVATE-4
PROJECT: 15A-OSN-1
PROJECT: 15A-OSN-2
PROJECT: 15A-OSN-3
PROJECT: 15A-OSN-4
PROJECT: 15A-OSN-5
PROJECT: 15A-OSN-6
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PROJECT: 15A-OSN-98
PROJECT: 15A-OSN-99
PROJECT: 15A-OSN-100



Ward Engineering Group
Planning Engineering Surveying
231 West 500 South Salt Lake City Utah 84101
PH: 801 487 8040

PORTER'S CROSSING TOWN CENTER
EAGLE MOUNTAIN, UT
3RD AMENDMENT TO MDA
NO LAND EXCHANGE IN
POD 10



EAGLE
MOUNTAIN

Porter's Crossing Town Center

Open Space Calculations

On July 18, 2023, the Eagle Mountain City Council approved the Third Amendment to the Master Development Agreement for the Porter's Crossing Town Center Master Development. Paragraph 10 of that amendment required the City to recalculate the amount of open space, improvements, and amenities required for the new developments (Pods 9 and 10).

Following a detailed analysis of all required and provided open space and amenity points, and the previously received in-lieu fee (\$697,496.00 for 3.86 acres and 218 amenity points), the City hereby determines that development of Pods 9 and 10 (maximum 250 dwelling units) will require the following along with the submittal of a master site plan and/or site plan application, based on the recalculation example below (The recalculation example below uses the information from Exhibit 3 of the Third Amendment to the Master Development Agreement for Porter's Crossing Town Center Master Development):

Recalculation Method for the Open Space Worksheet for Pod 9 and Pod 10.

City code 17.25.040 Residential Development Standards. Zones MF1 and MF2 by bedroom category	1 bed	2 bed	3 bed	Totals
Pod 9 apartments.	61	93	38	192
Pod 9 townhomes.			25	25
Pod 10 townhomes.			33	33
Total dwelling units.	61	93	96	250
Required sqft of open space per bedroom.	750	750	1,000	
Total required sqft of open space per bedroom.	45,750	69,750	96,000	211,500
Divided by the sqft in an acre.				43,560
Total required acres of open space.				4.86

Open Space Requirements

Recalculated open space requirements, per Pod, using the previously received in-lieu fee.	Acres		
	Required	Provided	Balance
Pods 2, 3b, 3d, 3e, 4, 6a and 6b.	6.818	6.111	0.707
Pods 9 and 10.	4.86	1.707	3.153
Previously received in-lieu fee	-	3.860	(3.860)
Totals.			-

Amenity Point Requirements

Recalculated amenity point requirements, per Pod, using the previously received in-lieu fee.	Points		
	Required	Provided	Balance
Pods 2, 3b, 3d, 3e, 4, 6a and 6b.	682	683	(1)
Pods 9 and 10.	486	-	486
Previously received in-lieu fee.	-	218	(218)
Totals.			267

Amenity Points

1. The proposed amenities should reflect, generally, the amenities shown in the conceptual plans approved with the Third Amendment to the MDA (trails, pickleball courts, pavilions, gazebos, playgrounds).
2. Amenities constructed inside the PacifiCorp power easement and the Kern River gas easement must comply with the encroachment specifications of each easement.
3. The regional trail that will be constructed along Nessa Way (in the utility corridor) will not count towards required amenity points, as it replaces the required sidewalks along the road.

Open Space

1. Improved public open space surrounding the amenities and generally in accordance with the conceptual plans.
2. Open space improvements constructed inside the PacifiCorp power easement and the Kern River gas easement must comply with the encroachment specifications of each easement.
3. Private open space and improvements as generally shown in the approved conceptual plans.

This accomplishes the recalculation requirements in paragraph 10 of the Third Amendment to the Master Development Agreement for the Porter's Crossing Town Center Master Development.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: [Signature]

Print Name: Khosrow B. Semnani

Title: President

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 16 day of October, 2024, personally appeared before me Kelly M Cook, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Pony Express Land Development, Inc.



[Signature]
NOTARY PUBLIC

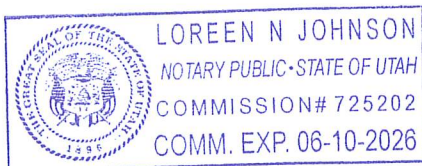
ATTEST:

For: Siri Olsen
City Recorder

City Attorney

COUNTY OF UTAH)

On the 18th day of November, 2024, personally appeared before me _____, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Eagle Mountain City



NOTARY PUBLIC