

## RESOLUTION NO. R48-2025

### A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FOURTH AMENDMENT TO THE PORTER'S CROSSING MASTER DEVELOPMENT AGREEMENT

#### *PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Fourth Amendment to the Porter's Crossing Master Development Agreement, as set forth more specifically in Exhibit A; and

WHEREAS, the City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Fourth Amendment to the Porter's Crossing Master Development Agreement, as set forth in Exhibit A.

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City, Utah:

1. The Fourth Amendment to the Porter's Crossing Master Development Agreement, attached hereto as Exhibit A, is hereby approved.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17<sup>th</sup> day of June, 2025.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Gina L. Olsen, CMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 17<sup>th</sup> day of June, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



  
\_\_\_\_\_  
Gina L. Olsen, CMC  
City Recorder

# Exhibit A

When Recorded Return To:

Eagle Mountain City  
c/o Gina Olsen, City Recorder  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005

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

This FOURTH AMENDMENT (“Fourth Amendment”) to the MASTER DEVELOPMENT AGREEMENT FOR PORTER’S CROSSING TOWN CENTER MASTER DEVELOPMENT 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”) and the THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT DATED September 23, 2024 and recorded October 30, 2024 FOR THE PORTER’S CROSSING TOWN CENTER MASTER DEVELOPMENT dated June 5, 2018 (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 Fourth Amendment shall have the meanings specified in the Prior Agreements 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.

C. On March 23, 2016, the Porter's Crossing Town Center Master Development labeled parcel 3c as part of the open space land group see Exhibit 3. On June 5, 2018, the Second Amendment to the Porter's Crossing Town Center Master Development labeled parcel 3c as part of an "existing development". See Exhibit 3A. Ultimately, this parcel was not sold with that "existing development". Within the Second Amendment, an open space acreage and amenity point calculation was prepared for the total dwelling units in Pods 2, 4, 6a and 6b, and this calculation did not consider parcel 3c as open space. See Exhibit 5, Section 1. The result of this calculation revealed a shortage of 3.86 acres of open space and 218 amenity points. See Exhibit 5, Section 1. To cure this shortage the Developer paid an in-lieu fee to the city in the amount of \$697,496. See Exhibit 5, Section 1. On September 23, 2024, the Third Amendment to the Porters Crossing Town Center Master Development created new residential and commercial land use areas, new zoning designations and a new total number of dwelling units. As a result of these changes the Second Amendment open space acreage and amenity point calculation needed to be revised. See Exhibit 4. Parcel 3c was not considered open space in the revised calculation. The revised calculation used the previously paid in-lieu fee and the new number of dwelling units to arrive at the new requirements for open space and amenities. See Exhibit 4.

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

1. **Property Subject to this Fourth Amendment.** The legal description of Pod 3c is set forth in Exhibit 2a attached hereto.

2. **Pod 3c.** All references to Pod 3c in the Prior Agreement are hereby modified and amended as set forth herein:

A. Pod 3c shall be zoned as R1 residential and developed in accordance with the City's laws as of the effective date of this Fourth Amendment except as specifically modified herein.

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

Dated this 2 day of June, 2025.

PONY EXPRESS LAND DEVELOPMENT, INC.

By: Khosrow B. Semnani

Print Name: Khosrow Semnani

Title: Manager

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 2<sup>nd</sup> day of June 2025, personally appeared before me Khosrow B. Semnani, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Pony Express Land Development, Inc.



ATTEST:

Gina L. Olsen  
City Recorder

Approved as to form:

Tom Westmoreland  
City Attorney

STATE OF UTAH )  
COUNTY OF UTAH )

On the 26 day of June, 2025, personally appeared before me Tom Westmoreland, who did personally acknowledge to me that he had authority to and did execute the foregoing on behalf of the Eagle Mountain City



Gina L. Olsen  
NOTARY PUBLIC

**Exhibit 2A**

**Legal Description and Diagram of Property**

COM N 0 DEG 11' 40" E 1208.07 FT & W 172.66 FT & N 89 DEG 59' 35" W 680.33 FT & N 0 DEG 26' 26" E 99.95 FT FR SE COR. SEC. 20, T5S, R1W, SLB&M.; N 0 DEG 26' 26" E 73.01 FT; N 89 DEG 59' 38" E 201.44 FT; S 73 FT; S 89 DEG 59' 40" W 202 FT TO BEG. AREA 0.338 AC.

Serial Number: 58:034:0584

# Utah County Parcel Map

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 12/7/2022

N

**4002 E**  
**49:785:0012**  
 PINKHAM, STETSON and LISAM  
 4002 E GAZELLE RUN - EAGLE MOUNTAIN  
 Value \$555,900 - 0.15 acres  
 Entry# 95463/2019

N00-00-23W - 114.14 ft  
 S00-00-23E - 60 ft

S89-59-39W - 100 ft

N00-26-26W - 280.22 ft  
 N00-26-27E - 71.5 ft

**N GAZELLE RUN**  
**49:785:0012**  
 EAGLE MOUNTAIN CITY...  
 - EAGLE MOUNTAIN  
 Value \$507,600 - 0.15 acres  
 Entry# 1345/2015

**58:034:0584**  
 PONY EXPRESS LAND DEVELOPMENT ...

Value: \$234,300 - 0.34 acres  
 Entry# 56811/2019

14,7 2 3 5 F

S89-59-36W - 201.44 ft  
 N89-59-34E - 67.14 ft

N89-59-34E - 67.14 ft  
 N00-25-04E - 99.99 ft

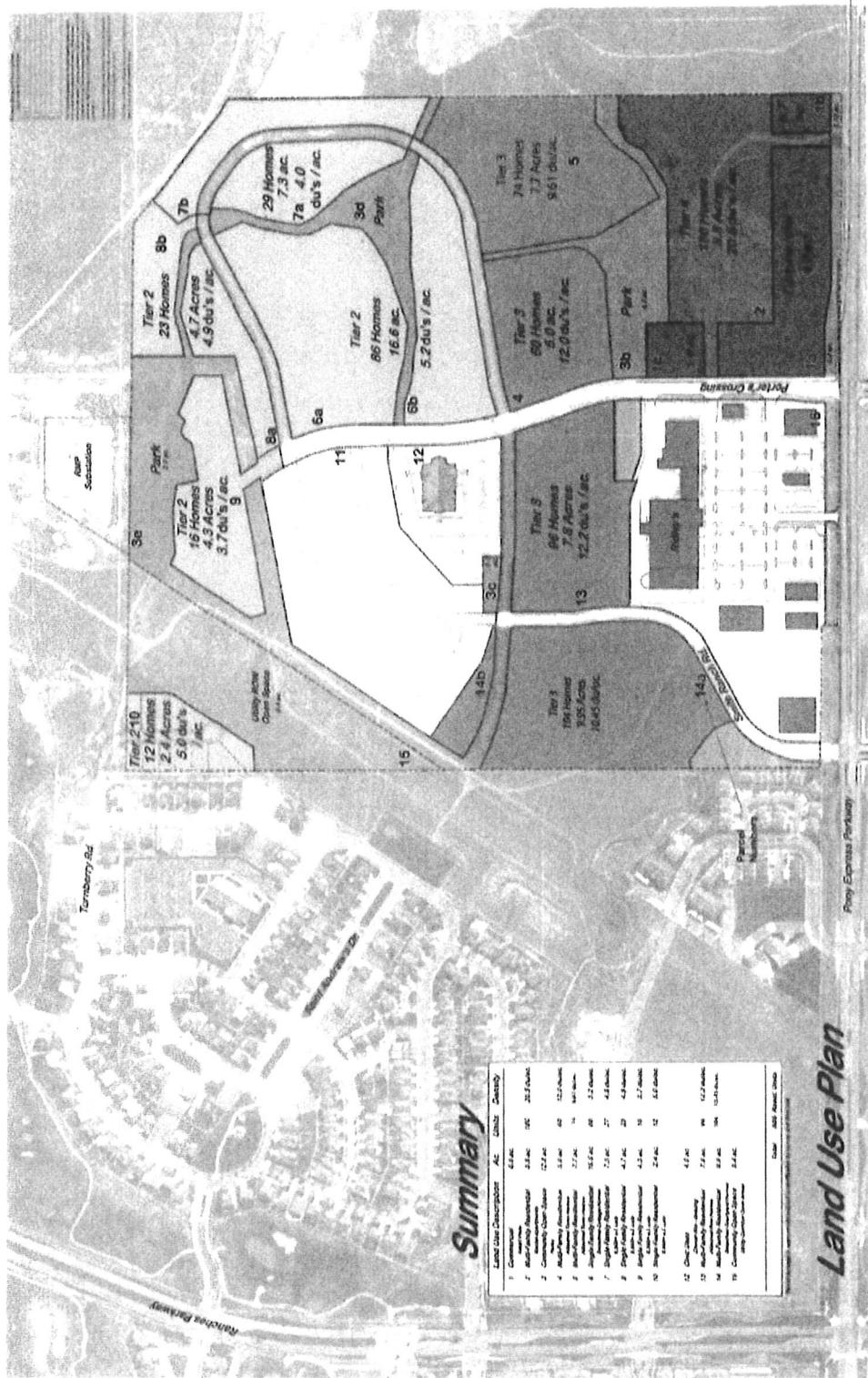
N00-25-04E - 99.99 ft  
**54:344:0202**  
 TAYLOR, INNAR and MCLEAN A...  
 4023 E STANDREWS DR - EAGLE MOUNTAIN  
 Value \$496,000 - 0.15 acres  
 Entry# 104910/2018

N00-25-17E - 99.97 ft

N00-26-04E - 84.84 ft  
**54:344:0201**  
 ELDREDGE, MAXWELL and MCKENZIE...  
 4011 E STANDREWS DR - EAGLE MOUNTAIN  
 Value \$507,600 - 0.15 acres  
 Entry# 128081/2019

N00-26-04E - 84.84 ft

Exhibit 3



**Exhibit 3A**

# LAND USE PLAN

EXHIBIT 34

EXHIBIT 3A

## LAND USE SUMMARY:

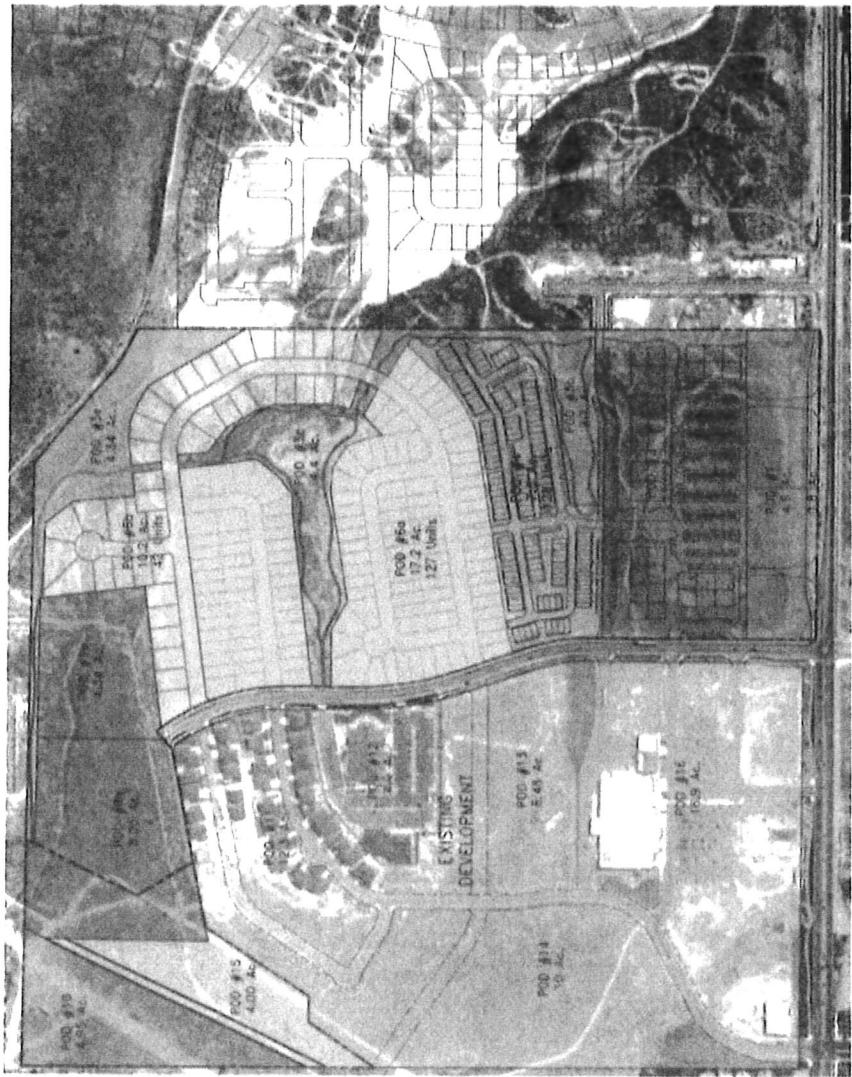
White Trout Cormorant

#### GENERAL NOTES:

The application depicted on this page is pre-release, is subject to change, and is not intended for use in critical applications. The application is provided for reference only. The locations of various components of the plan are based on preliminary data, topographic documents and design parameters. Site locations, including roads, facilities, buildings, and utility lines, are intended for planning purposes only. No open space, area boundaries and dimensions in maps and site plans, and design and analysis, are final. All plans, maps, and designs are subject to change.



*Porter's Crossing Village Center Plan*



**Exhibit 4**



## **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	6.813	6.111	0.702
Pods 9 and 10	4.36	1.707	2.153
Previously received in-lieu fee		1.360	(1.360)
<b>Totals</b>			

**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	681	(1)
Pods 9 and 10	486		486
Previously received in-lieu fee		218	(218)
<b>Totals</b>			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: *Matthew B. Semadeni*

Print Name: *Matthew B. Semadeni*

Title: *President*

STATE OF UTAH )

)

COUNTY OF SALT LAKE )

)

On the 10 day of January, 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.



*Kelly M. Cook*  
NOTARY PUBLIC

ATTEST:

EAGLE MOUNTAIN CITY

*Sri Olsen*  
For City Recorder

Approved as to form:

*W. Proctor*  
City Attorney

STATE OF UTAH

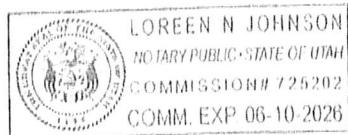
COUNTY OF UTAH

On the 18<sup>th</sup>



*Tom W. Wimberland*  
Tom W. Wimberland, Mayor

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



*Loreen N. Johnson*  
NOTARY PUBLIC

## Exhibit 5

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

	PODS			Totals
	2	4	6a, 6b	
Project Acreage	12	16	36	\$8
Number of DU	180	128	169	477
Open Space Arrange Required	4.13	2.94	3.89	10.95
Amenity Points Required	413	294	368	1,095

### SECTION 1 - PARKS & OPEN SPACE IMPROVEMENTS

#### Contribution for Required Open Space

(Developer reserves the right to improve Pod 3e as improved open space at its own expense.)

#### Pool and Clubhouse Costs

Pools

Clubhouses

	Total
3.86 Acres x \$3.50 Per Square Foot	\$ 588,496
218 Amenity Points x \$500 Per Point	\$ 109,000
	\$ 697,496
\$ 300,000	\$ 300,000
\$ 150,000	\$ 150,000
\$ 450,000	\$ 450,000
	\$ 900,000

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

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

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

### SECTION 3 - RECREATION CENTER FUNDS RECONCILIATION

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

Funds Available for Recreation Center Construction From Amenities in Parks	\$ 697,496
Funds Available for Recreation Center Construction From Pool and Clubhouse Savings	\$ 900,000
Total Developer Contribution for Recreation Center	\$ 1,597,496
Estimated Developer Funds to be Recovered from Fee Reimbursement Agreement	

#### Developer Advance Funding Provided to Recreation Center-Per Agreement with City

Land Value to the City for Recreation Center (\$2.51 per Square Foot) See Note (1)

Estimated Developer Savings From Required Improvements to Open Space

Estimated Developer Savings from Required Clubhouse and Pool

Excess Developer Funding Towards Recreation Center (Subject to Fee Reimbursement Agreement);

#### Notes

(1) Actual arrange decided to City is & acres, initiating property in power corridor.

	\$ 2,600,000
	\$ 600,000
	\$ (697,496)
	\$ (900,000)
	\$ 1,602,504