

DEVELOPMENT AGREEMENT AMENDMENT #2
for
ELK RIDGE MEADOWS PHASES 5-10

This Development Agreement Amendment #2 for Elk Ridge Meadows Phases 5-10, hereinafter referred to as “the Agreement,” is entered into this ___ day of _____ 20___, by and between the City of Elk Ridge, a Utah municipal corporation with its main office located at 80 East Park Drive, Elk Ridge, Utah 84651, hereinafter referred to as “City,” and Elk Ridge Meadows Development, LLC, a Utah Limited Liability Company with its principal office located at 733 North Main Street, Spanish Fork, Utah 84660, hereinafter referred to as “Developer” (collectively, “the Parties”), and/or the Parties’ successors and assigns.

RECITALS

WHEREAS, the City, on January 23, 2014 entered into an agreement with the Developer, regarding the development of the Elk Ridge Meadows Phases 5 – 10 in Elk Ridge, Utah, (See Development Agreement dated January 23, 2014 and any Amendment thereto, attached hereto as Exhibit A and incorporated herein by reference, hereinafter referred to as the January 23, 2014 Agreement); and

WHEREAS, the City has determined that the upfront water system infrastructure payments as initiated with the 2005 Annexation Development Agreement dated December 16, 2005 and clarified with the Elk Ridge Meadows Phases 5 -10 Development Agreement dated January 23, 2014, and paid by the Developer at the inception of each phase, and the associated Developer reimbursement paid by the City on a monthly basis with the issuance of building permits within the said development, no longer benefit the payment of the water system infrastructure bonds, and thus is deemed unnecessary to continue; and

WHEREAS, the Developer has proposed to modify the street layout of the Elk Ridge Meadows Development from its approved configuration, preliminary approval July 9, 2013, in order to remove a steep grade from Silver Wolf Drive and adjust the phasing to allow Elk Ridge Drive to be completed with traffic flows rerouted off of 16,000 West prior to development along 16,000 West; and

WHEREAS, the Elk Ridge Meadows park and open space constructed with Phases 1 and 2 are no longer privately held in an HOA and have been dedicated to the City as public park space. The City and the Developer find benefit in utilizing the development costs of the proposed 1.94 acre neighborhood park for improvement of other City parks to better serve the community as a whole and reduce the costs to maintain redundant amenities. Hereafter referred to as neighborhood park in-lieu payment; and

WHEREAS, the City is willing to reinstate the Park Impact Fee, waived with the preliminary approval of Elk Ridge Meadows Phases 5 -10 as a partial offset for landscaping costs associated with construction of the trail along Elk Ridge Drive and credit a portion of these fees toward the neighborhood park in-lieu payment; and

WHEREAS, the City desires to have provisions made during the construction of Elk Ridge Drive for future landscaped islands; and

WHEREAS, the City is willing to trade additional density for the developers contributions of the neighborhood park in-lieu payments and island curbing and utility sleeves; and

WHEREAS, the City has agreed to pay part of the cost for a PRV to be located in the Goosenest Round-about as said PRV provides benefit for not only the Elk Ridge Meadows Development but other development within the City’s northern water pressure zones; and

WHEREAS, the Developer is paying for construction of the round-about and shall be reimbursed by the City for funds paid to the City from Salisbury for total of \$150,000.00; and

WHEREAS, a schedule is necessary to clarify the timing in which the various terms of the Agreement shall be fulfilled over the remaining five phases; and

WHEREAS, the City requires a surety backing the completion of the Developer constructed trail, trail landscaping, and the neighborhood park in-lieu payment;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The Parties agree that this Agreement applies to Elk Ridge Meadows Phases 5-10 which were formerly known as Elk Ridge Meadows Phase 3. The provisions of this Agreement are in addition to those which are contained in the January 23, 2014 Development Agreement and the December 2005 Annexation Development Agreement attached hereto as Exhibit A and incorporated herein. Should any provision or term of this Agreement conflict with any provision or term of the prior Agreements, the conflicting provision or term of this Agreement shall govern and take precedence.
2. The City agrees to the reconfiguration of Silver Wolf Street as depicted on the Phasing Plan located in Exhibit B.
3. The City agrees to a revision of the phasing as detailed on the Phasing Plan located in Exhibit B. The phasing shall change from six to seven total phases.
4. The City shall reinstate the Park Impact fee beginning with the 30th building permit. The Park Impact fee was waived by the City as part of the Elk Ridge Meadows Phases 5 -10 Development Agreement dated January 23, 2014 to provide a partial offset of development costs for the landscaped trail along Elk Ridge Drive. Both parties agree to reinstate the Park Impact Fee as partial payment toward the neighborhood park in lieu payment. Collection of the park impact fee from the 30th building permit through the 87th building permit totaling \$138,794.00 (58 permits x \$2,393.00) shall be credited as payment toward the Developers neighborhood park in-lieu payment for the neighborhood park as explained in Term #5.

The Park Impact Fees on the additional 10 building permits granted in this Agreement shall be charged and deposited in the Park Impact Fee fund as required by code.

5. The Developer agrees to provide a total of \$244,776.00 to the City for improvements in surrounding City parks in-lieu of developing the 1.94 acre neighborhood park as approved in the Elk Ridge Meadows Phases 5 – 10 preliminary approval on July 9, 2013. A description of the improvements comprising the \$244,776.00 is found in Exhibit C. The payment of funds shall include a lump sum payment of \$105,982 to be paid by the Developer in four installments of \$26,495.50 per phase with the final plat approval for Elk Ridge Meadows Phases 8 through 11.

The remaining difference (\$138,794.00) will be credited with the payment of park impact fees on the 30th through 87th building permits as explained in Term #4.

6. The Developer agrees to install concrete curbing for planter islands in Elk Ridge Drive along with the necessary pipe sleeves to accommodate utilities to serve future landscaping in the islands.
7. In exchange for the neighborhood park in-lieu payment and installation of the island curbing and utility sleeves on Elk Ridge Drive, the City agrees to increase the density of the Elk Ridge Meadows Development and allow the development of 10 additional lots for a total of 97 lots. The ten lots replacing the 1.94 acre neighborhood park.
8. The City shall pay half (not to exceed \$20,000.00) of the cost of the Developer constructed PRV located in the Elk Ridge Drive round-about.
9. The City has required the Developer of Horizon View Farms Subdivision Phases 1 and 2 to pay \$150,000.00 toward the cost of the roundabout and city entry monument that are to be constructed by the Developer of the Elk Ridge Meadows Phases 5-10. The payment by Horizon View Farms will be paid to the City at the time of issuance of building permits for each of the 36 approved lots at the amount of \$4,167.00 per building permit. When the Developer has completed construction of the round-about, the round-about payments collected to date by the City with the Horizon View Farms building permits shall be reimbursed to the Developer of Elk Ridge Meadows Phases 5 – 10. The remaining Horizon View Farms building permit round-about fees shall be reimbursed to the Developer of Elk Ridge Meadows Phase 5 – 10 on a monthly basis as they are collected up to the \$150,000.00 or half of the cost of construction of the roundabout and entry monument, whichever is less.
10. The Developer shall complete the following improvements based upon the mutually agreed upon schedule:

Construction of Elk Ridge Drive and the round-about: Completed as part of Phase 7

Tie-in of Elk Ridge Drive and modifications to 1600 West: Completed as part of Phase 8

Construction of trail and landscaping along Elk Ridge Drive: Completed as part of Phase 10

The Developer may choose to complete the listed improvements prior to the timing shown on the schedule.

11. The Developer shall provide a surety for the total amount of \$243,204.00 covering the construction of the trail (TBD), trail landscaping (\$137,222.00), and a portion of the neighborhood park in-lieu of payment (\$105,982.00). The surety has been calculated as follows:

Trail Construction: (TBD): See Exhibit D for a copy of the trail construction quote provided by RB Construction and Dated ???2015.

Trail Landscaping (\$137,222.00): See Exhibit D. for a copy of the trail landscaping estimate provided by Automated Rain and Dated 8/28/2015.

Neighborhood Park in-lieu Payment (\$105,982.00): Total Park in-lieu Payment \$244,776.00. Paid through impact fees \$138,794.00 (no surety) per Agreement term #4. Paid in four lump sum payments by Developer totaling \$105,982.00 (included in surety) per Agreement term #5.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
2. Complete Agreement. This Agreement represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement.
3. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.
4. Assignment. Neither party may assign any interest in this Agreement without prior written consent of the other party. The terms of this Agreement will inure to the benefit of and be binding upon the respective representatives and successors of each of the parties. Any attempted assignment in violation of this Agreement shall be void.
5. Amendment. This Agreement may not be modified or amended except in writing, which writing must be signed by the authorized representatives of each of the parties.
6. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.
7. Hold Harmless. Developer agrees to defend and hold the City and its officers, agents, employees and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of Developer or its members, agents, contractors, or employees which is permitted or required pursuant to this Agreement. Developer further agrees to and shall indemnify and hold the City and its officers, agents, employees harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any accident, injury (including death), loss or damage whatsoever, caused to any person or to the property of any person, resulting directly or indirectly from any acts or any errors or omissions of Developer or any of its members, agents, contractors, or employees in connection with the work contemplated by this Agreement, except for the willful misconduct or negligent acts or omission of the City or its officers, agents or employees.
8. Representations. Developer Represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder. The City also represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder.
9. Severability. In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.

10. Conflict. To the extent the terms or provision of this Agreement conflict with any of the terms or provision of the 2005 Annexation Development Agreement or any Amendment thereto, the terms and provisions of this Agreement shall control.
11. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

EFFECTIVE DATE

12. The terms of this agreement shall become effective at such time as all parties have signed the Agreement and shall continue in effect until all of the financial obligations of both parties as detailed in the Agreement have been fulfilled.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this ____ day of _____, 2015

Dated this ____ day of _____, 2015

DEVELOPER

CITY

Dean Ingram
President, Elk Ridge Meadows, LLC

Mayor, Elk Ridge, Utah

WITNESS:

City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of _____ 20__, personally appeared before me, a Notary Public in and for the State of Utah, Dean Ingram, who being by me duly sworn did say that he is the President of ELK RIDGE MEADOWS, LLC, a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company.

Notary Public

Exhibit A
Elk Ridge Meadows
2005 Annexation Development Agreement dated December 16, 2005
Development Agreement Amendment Elk Ridge Meadows Phases 5-10 dated January 23, 2014

DRAFT



ENT 5158:2014 PG 1 of 47
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Jan 24 9:49 am FEE 121.00 BY SS
RECORDED FOR ELK RIDGE CITY

**DEVELOPMENT AGREEMENT
for
ELK RIDGE MEADOWS PHASES 5-10**

This Development Agreement for Elk Ridge Meadows Phases 5-10, hereinafter referred to as “the Agreement,” is entered into this 23 day of January 2014, by and between the City of Elk Ridge, a Utah municipal corporation with its main office located at 80 East Park Drive, Elk Ridge, Utah 84651, hereinafter referred to as “City,” and Elk Ridge Meadows Development, LLC, a Utah Limited Liability Company with its principal office located at 733 North Main Street, Spanish Fork, Utah 84660, hereinafter referred to as “Developer” (collectively, “the Parties”), and/or the Parties’ successors and assigns.

RECITALS

WHEREAS, the City, on December 16, 2005, entered into an agreement with Stone River Falls, LLC (“the original developer”), regarding the development of the Elk Ridge Meadows Planned Unit Development (or “PUD”) in Elk Ridge, Utah (See Annexation Development Agreement dated December 16, 2005 and any Amendment thereto, attached hereto as Exhibit A and incorporated herein by reference, hereinafter referred to as the December 2005 Agreement or 2005 Annexation Development Agreement); and

WHEREAS, the December 2005 agreement set forth the respective rights and obligations of the City and the original developer with respect to the development of Elk Ridge Meadows PUD; and

WHEREAS, in the December 2005 agreement, the original developer of the Elk Ridge Meadows PUD, in order to develop the land, agreed to pay the City \$700,000 to pay for water infrastructure through three phases of development, at not less than \$233,000 per phase, and paid at the time of final approval for each phase of development (i.e., the original developer agreed to pay the City \$233,000 at the time of final approval for Phase 1 of the PUD, \$233,000 at the time of final approval for Phase 2, and \$234,000 at the time of final approval for Phase 3) (See Exhibit A); and

WHEREAS, Phase 3 of the Elk Ridge Meadows PUD has since been divided into multiple development phases called Elk Ridge Meadows Phases 5-10, with new land owners and/or developers, including Nebo School District (NSD) and Elk Ridge Meadows Development, LLC (“Developer”); and

WHEREAS, NSD has paid \$53,590 in toward the \$234,000 owed on former Phase 3; and

WHEREAS, there remains yet to be paid \$180,410 on former Phase 3; and

WHEREAS, Developer desires to develop the remainder of the land in former Phase 3 of the PUD, i.e., Elk Ridge Meadows Phases 5-10, and is willing to pay the remaining \$180,410, subject to certain terms and conditions;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The Parties agree that this Agreement applies to Elk Ridge Meadows Phases 5-10 which were formerly known as Elkridge Meadows Phase 3. The provisions of this Agreement are in addition to those which are contained in the December 2005 Annexation Development Agreement attached hereto as Exhibit A and incorporated herein. Should any provision or term of this Agreement conflict with any provision or term of the December 2005 agreement, the conflicting provision or term of this Agreement shall govern and take precedence.
2. The Developer shall pay \$180,410 for Elk Ridge Meadows PUD Phases 5-10. The Developer shall pay a portion of the \$180,410 prior to the recording of each phase, which shall be calculated by dividing \$180,410 by 87 approved units, resulting in \$2,073.68 per unit, and then multiplying \$2,073.68 by the number of completed units in each phase (5-10). Based upon preliminary phasing approval as of the time of execution of this Agreement, the amounts which the Developer shall be required to pay for each phase area are as follows:

| | |
|----------|-------------------------------------|
| Phase 5 | 18 units X \$2,073.68 = \$37,326.24 |
| Phase 6 | 12 units X \$2,073.68 = \$24,884.16 |
| Phase 7 | 17 units X \$2,073.68 = \$35,252.56 |
| Phase 8 | 13 units X \$2,073.68 = \$26,957.84 |
| Phase 9 | 12 units X \$2,073.68 = \$24,884.16 |
| Phase 10 | 15 units X \$2,073.68 = \$31,105.20 |

In the event that the number of units in a particular phase changes, the relative portion of these water fees shall be adjusted accordingly by using the number of units in the phase and multiplying that number by \$2,073.68. If the total number of units in the development changes, the per unit cost shall also be adjusted accordingly to meet the total amount of \$180,410.

3. The Developer shall complete construction of Sky Hawk Way and necessary utilities along the proposed lots. Per Amendment Number 1 to the 2005 Annexation Development Agreement which is incorporated herein, the Developer may seek reimbursement from the Nebo School District for a ½ portion of the road construction costs along Sky Hawk Way, for the distance adjacent to the school parcel. The City agrees to cooperate and take all reasonable and legal steps available to the City to assist the Developer in seeking this reimbursement, but is not guarantor of the Developer's success in obtaining this reimbursement.
4. The Developer shall be allowed to phase the development in a maximum of six phases with the completion of the relocated Elk Ridge Drive and associated roundabout at the intersection of Elk Ridge and Gooseneck Drives no later than four phases into the project (See Map or Plat attached hereto as Exhibit B).
5. The City shall acquire the current Elk Ridge drive right of way and vacate the remaining width beyond the 56 feet to land owners on each side of the right-of-way.

6. The City shall allow the Developer to plat and construct parcels with 60 foot minimum frontage on bulbs in cul-de-sacs and elbow curves, consistent with previous phases of the Elk Ridge Meadows Subdivision and consistent with the current code 10-11E-6-4, as amended on July 9, 2013 (a copy of which is attached hereto as Exhibit C).
7. The City shall allow two additional preliminary plan extensions beyond those listed in 10-15A-3b (See Exhibit D); thus allowing the preliminary plan to remain valid for a period of no more than four years from date of City Council approval. The Developer shall file an extension request for consideration by the City Council in accordance with requirements listed in 10-15A-3b. Approval of the extensions shall take into consideration the requirements listed in 10-15A-3b and also include the following requirements: The Developer shall have completed the platting and construction of at least one phase during the previous year. If multiple phases are completed in a prior year and a new phase is platted and currently under construction, the City Council may provide a conditional approval of the preliminary plan extension based upon a mutually agreed upon construction completion date within six months of the approved extension. In addition to the completion of the current overlapping phase, the Developer shall plat and construct a new phase within the year. No extensions shall be approved if a new phase has not been platted and constructed in the previous year.
8. The Developer shall construct the landscaping for the park and trail along Elk Ridge Drive per the attached drawings and in accordance with the Elk Ridge City Standards and Specifications in place at the time of construction (See Exhibit E). No additional impact fees, besides those provided for herein, will be assessed to the Developer of Phases 5-10. With the Developers contribution of a landscaped public park located within phases 5010, and landscaped trail along Elk Ridge Drive, the Park Impact Fee shall be waived for dwellings constructed within the said phases.
9. The Developer and the City agree to the following conditions for administering the Developer's contribution to the Water System Improvements and the City's impact fee reimbursement to the Developer for the said Water System Improvements: Refer to "The Developer's Obligation to the City," item C., of the 2005 Annexation Development Agreement.
10. Fees shall be collected as building permits are paid for. Fees shall be returned to the Developer on a monthly basis, with the first fee being returned one month following the first building permit purchased. Fees will stop being returned for each phase only when the entire \$180,410.00 has been collected as outlined above. No interest will be paid on the fees collected as this is being considered a no interest up-front loan. No fees will cross over to any other phase as each phase will fund itself.
11. The City Council shall have the authority to pay more than the assessed amount per unit phase in order to accelerate the return of fees, but shall not require less than the assessed amount.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
2. Complete Agreement. This Agreement represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement.
3. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.
4. Assignment. Neither party may assign any interest in this Agreement without prior written consent of the other party. The terms of this Agreement will inure to the benefit of and be binding upon the respective representatives and successors of each of the parties. Any attempted assignment in violation of this Agreement shall be void.
5. Amendment. This Agreement may not be modified or amended except in writing, which writing must be signed by the authorized representatives of each of the parties.
6. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.
7. Hold Harmless. Developer agrees to defend and hold the City and its officers, agents, employees and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of Developer or its members, agents, contractors, or employees which is permitted or required pursuant to this Agreement. Developer further agrees to and shall indemnify and hold the City and its officers, agents, employees harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any accident, injury (including death), loss or damage whatsoever, caused to any person or to the property of any person, resulting directly or indirectly from any acts or any errors or omissions of Developer or any of its members, agents, contractors, or employees in connection with the work contemplated by this Agreement, except for the willful misconduct or negligent acts or omission of the City or its officers, agents or employees.
8. Representations. Developer Represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder. The City also represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder.

- 9. Severability. In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. Conflict. To the extent the terms or provision of this Agreement conflict with any of the terms or provision of the 2005 Annexation Development Agreement or any Amendment thereto, the terms and provisions of this Agreement shall control.
- 11. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

EFFECTIVE DATE

- 12. The terms of this agreement shall become effective at such time as all parties have signed the Agreement and shall continue in effect until the total fee of \$180,410 is paid for Elk Ridge Meadows PUD Phases 5-10.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this 16 day of January 2014

Dated this 23 day of January 2014

DEVELOPER

CITY

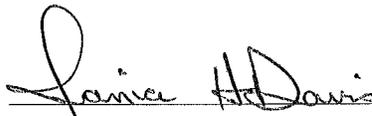


Dean Ingram
President, Elk Ridge Meadows, LLC



Mayor, Elk Ridge, Utah

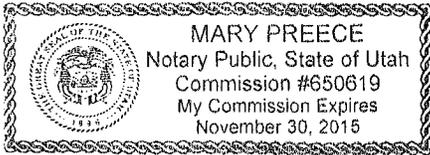
WITNESS:



Elk Ridge City Recorder

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 16th day of January 2014, personally appeared before me, a Notary Public in and for the State of Utah, Dean Ingram, who being by me duly sworn did say that he is the President of ELK RIDGE MEADOWS, LLC, a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company.



Mary Preece
Notary Public

Exhibit A

Elk Ridge Meadows

2005 Annexation Development Agreement dated December 16, 2005

Amendment #1 dated January 30, 2008

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ADDENDUM NO. 1
TO
ANNEXATION DEVELOPMENT AGREEMENT

ENT 14196:2008 PG 1 of 8
~~RANDALL A. COVINGTON~~
~~UTAH COUNTY RECORDER~~
2008 Feb 06 2:26 pm FEE 24.00 BY SW
RECORDED FOR ELK RIDGE CITY

THIS IS AN ADDENDUM to that ANNEXATION DEVELOPMENT AGREEMENT ("Agreement") dated December 16, 2005, by and among ELK RIDGE CITY, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 80 East Park Drive, Elk Ridge, Utah 84651 (hereinafter referred to as "City"); and STONE RIVER FALLS, LLC, a Utah Limited Liability Company, and/or successors and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095, and RINDLESBACH CONSTRUCTION INC. PROFIT SHARING PLAN, a Trust organized and existing under the laws of the State of Utah, and/or successors and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095 (hereinafter jointly referred to as "Developer"). The following terms and conditions are hereby incorporated as part of the Agreement:

1. Developer and City hereby acknowledge that Developer is currently under contract to sell a portion of the property described in the Agreement to the Board of Education of Nebo School District, a body corporate and politic of the State of Utah (hereinafter referred to as the "School District"). The parcel of property to be sold to and purchased by the School District consists of approximately thirteen point five six (13.56) acres and is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "School Property").
2. The School Property shall be a legally subdivided parcel approved by the City and recorded at the office of the Utah County Recorder. In conjunction with the approval and recording of the School Property parcel, the roadways known as Sky Hawk Way and Cotton Tail Lane shall be dedicated to the City for public use. After the dedication of the above roadways, the net acreage of the School Property shall be approximately eleven point eight nine (11.89) acres (see Exhibit "B" attached hereto).
3. The parties hereby acknowledge, understand, and agree that in conjunction with the development of the lots in Elk Ridge Meadows Subdivision, Developer shall be responsible to oversee and pay for all labor, material, and other costs relative to the construction of a full-width road known as Sky Hawk Way (described in Section 2 above). The School District shall be responsible reimburse Developer for the road construction costs for the one-half (1/2) portion (south side) of Sky Hawk Way that is adjacent to the School Property. The roadway (Sky Hawk Way) and utilities shall be constructed in accordance with applicable Elk Ridge City ordinances and specifications, and shall be in compliance with any other applicable federal, state, or local laws, ordinances, and regulations.
4. The parties hereby acknowledge, understand, and agree that at the time the School District constructs a school on the School Property, the School District shall be responsible to oversee and pay for all labor, material, and other costs relative to the construction of a portion of a full-width road known as Cotton Tail Lane which is adjacent to the School Property (described in Section 2 above). The roadway (Cotton Tail Lane) and utilities shall be constructed in accordance with applicable Elk Ridge City ordinances and specifications, and shall be in compliance with any other applicable federal, state, or local laws, ordinances, and regulations.
5. The parties hereby acknowledge, understand, and agree that the Developer shall contribute the amount of Fifty-Three Thousand Five Hundred Ninety and 00/100 Dollars (\$53,590.00) to the City to be applied towards the development of a new water tank and well (hereinafter referred to as the "Water System Improvements"). The foregoing amount will be paid by the Developer to the City at the time of final plat approval for the School Property.
6. The City agrees to reimburse the Developer the above amount by collecting connection or impact fees from future users of the Water System Improvements, and to remit such fees to the Developer until such time as the Developer has been reimbursed the contributed amount. Reimbursement amounts shall be based on calculations determined by the City Engineer.

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7. The parties hereby acknowledge, understand, and agree that that at the time the School District constructs a school on the School Property, the School District shall be responsible to satisfy the water transfer requirements with the City in accordance with applicable City ordinances. This may be done by transferring the appropriate amount of water shares or water rights, paying in lieu thereof, or a combination of both.
8. The parties hereby acknowledge, understand, and agree that at the time the School District constructs a school on the School Property, the School District shall be responsible to pay all appropriate impact and connection fees associated with the construction of the school in accordance with applicable City ordinances. ENT ~~14196-2008~~ PG 2 of 8
9. Notwithstanding anything contained herein, the obligations of the School District hereunder shall not be construed in any way as to obligate or commit the School District to construct a school or other facility on the School Property, or prohibit the School District from subsequently selling the School Property to a third-party.
10. In the event the School District subsequently sells the School Property to a third-party, the third-party purchaser of the School Property shall be required to allocate five point five (5.5) acres of the School Property as "open space" in accordance with applicable Elk Ridge City development ordinances.
11. Except as specifically provided herein, all other terms and conditions of the Agreement are NOT BINDING upon the School District or the School Property.
12. This Addendum shall be recorded at the Utah County Recorder's Office and shall be deemed to run with the School Property and shall be binding upon all successor and assigns of the School District in the ownership or development of the School Property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Agreement, these terms and conditions shall control.

- SIGNATURES AND NOTARIES ON THE FOLLOWING PAGES -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

Passed and duly adopted by the City Council of Elk Ridge City this 22 day of January, 2008.

Councilmember Raymond Brown Voted: Aye
 Councilmember Derrek Johnson Voted: Aye
 Councilmember Julie Haskell Voted: Aye
 Councilmember Nelson Abbott Voted: Aye
 Councilmember Sean Roylance Voted: Aye

ENT 5158:2014 PG 10 of 47

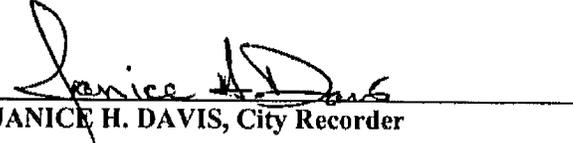
"CITY"

ELK RIDGE CITY
 A Municipal Corporation and Political Subdivision
 of the State of Utah

By: 
 DENNIS DUNN, Mayor

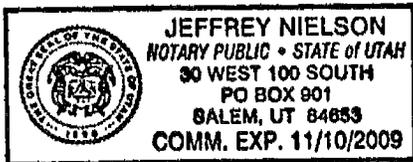


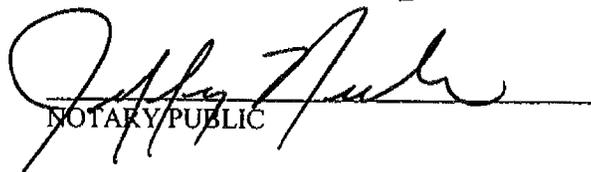
ATTEST:

By: 
 JANICE H. DAVIS, City Recorder

STATE OF UTAH)
 :SS.
 COUNTY OF UTAH)

On the 30 day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, DENNIS DUNN and JANICE H. DAVIS, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Elk Ridge City, a municipal corporation and political subdivision of the State of Utah, the signers of the above instrument, who duly acknowledge to me that they executed the same on behalf of said City.




 NOTARY PUBLIC

Duly executed on this 30th day of January, 2008.

"DEVELOPER"

ENT-14196:2008 PG 4 of 8

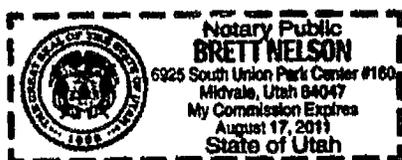
STONE RIVER FALLS, LLC
A Utah Limited Liability Company

By: Randy G Young
RANDY YOUNG, President/Member/Manager

ENT 5158:2014 PG 11 of 47

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 30th day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, RANDY YOUNG, who being by me duly sworn did say that he is the President/Member/Manager of STONE RIVER FALLS, LLC, a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company.

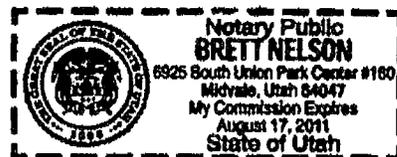


Brett Nelson
NOTARY PUBLIC

RINDLESBACH CONSTRUCTION INC.
PROFIT SHARING PLAN
A Trust organized and existing under
the laws of the State of Utah

By: Mark L Rindlesbach
MARK L. RINDLESBACH, Trustee

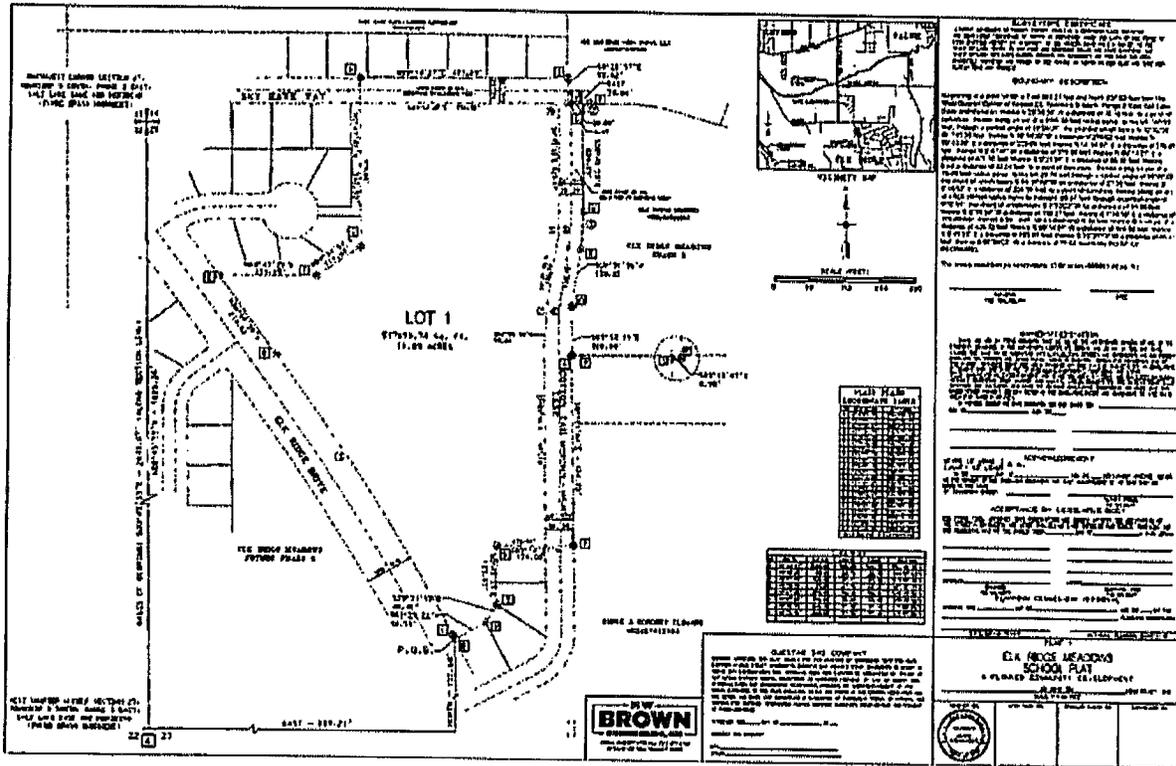
STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

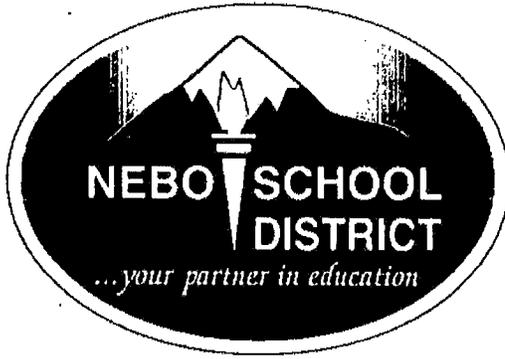


On the 30th day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, MARK L. RINDLESBACH, who being by me duly sworn did say that he is the Trustee of the RINDLESBACH CONSTRUCTION INC. PROFIT SHARING PLAN, a Trust organized and existing under the laws of the State of Utah, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Trust.

Brett Nelson
NOTARY PUBLIC

EXHIBIT "B"





BOARD OF EDUCATION

J. Collin Allan
 Randy Boothe
 Rodney H. Oldroyd
 R. Dean Rowley
 Debbie Swenson
 K. L. Tischner
 Kaye Westwood

SUPERINTENDENT
 Chris S. Sorensen

BUSINESS ADMINISTRATOR
 Tracy D Olsen

OFFICE OF ADMINISTRATION

350 SOUTH MAIN STREET • SPANISH FORK, UTAH 84660
 PHONE (801) 798-4010 • FAX (801) 354-7400

January 30, 2008

Elk Ridge City
 80 East Park Drive
 Elk Ridge, Utah 84651

RE: Addendum No. 1 to Annexation Development Agreement

Nebo School District hereby acknowledges and agrees to the terms and conditions set forth in the attached Addendum No. 1 to Annexation Development Agreement.

BOARD OF EDUCATION OF
 NEBO SCHOOL DISTRICT
 A body corporate and politic of the
 State of Utah

R. Dean Rowley
 R. Dean Rowley, Board President

Tracy D Olsen
 Tracy D Olsen, Business Administrator

Elk Ridge City
80 E. Park Dr.
Elk Ridge, UT 84651

ANNEXATION DEVELOPMENT AGREEMENT

This CONTRACTUAL AGREEMENT is executed in duplicate this 16th day of December, 2005, by and between ELK RIDGE CITY, a municipal corporation and political subdivision of the State of Utah with its principal offices located 80 East Park Drive, Elk Ridge, Utah 84651 (hereinafter referred to as "City"), and Stone River Falls, LLC, and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095, (hereinafter referred to as "Developer").

ENT 1594:2006 PG 1 of 12
RANDALL A. COUINGTON
UTAH COUNTY RECORDER
2006 Jan 05 12:19 pm FEE 0.00 BY SN
RECORDED FOR ELK RIDGE CITY

RECITALS

WHEREAS, the Developer is under contract to purchase property consisting of approximately one-hundred twenty two (122) acres located at approximately 11200 South and 1600 West, north of the existing city boundaries of Elk Ridge, Utah (hereinafter referred to as the "Property"); and

WHEREAS, the Property is adjacent to Goosenest Drive in Elk Ridge; and

WHEREAS, on November 23, 2004, the Developer filed a petition with Elk Ridge City requesting annexation of the Property into Elk Ridge City; and

WHEREAS, a number of issues need to be addressed concerning the development of the Property; and

WHEREAS, the City and the Developer desire to set forth their respective rights and obligations regarding issues related to the development of the Property.

COVENANTS

NOW THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. **The Developer's Obligations to the City.**
 - A. The development of the Property shall be bound to follow the provisions of the Elk Ridge City Zoning ordinances, including Sections 10-7C-1, 10-7C-9, 10-14C-4, 10-14C-5, 10-14C-6C and 10-14C-9 regarding P-U-D developments, as amended in Ordinance #05-5 on October 11, 2005, which is attached hereto as Exhibit "A".
 - B. The development of the Property shall occur in compliance with the provisions of the Elk Ridge City General Plan, as amended on October 11, 2005.
 - C. The Developer agrees to pay a total sum of \$700,000, paid in phases of not less than \$233,000 per phase, towards the cost of developing a new water system for future development.
 - D. All necessary and normal City project approval fees shall be paid by the Developer and/or assigns, as established by the City prior to the

- submittal of a development site plan, according to the site plan submission requirements of the City. The City will retain without reimbursement all water impact fees for the purpose of constructing a new water storage tank for future development.
- E. The Developer shall install a dry secondary water system to service the development within the area of the Property, in accordance with engineering standards and phasing plan.
 - F. The Developer shall construct a new main entry corridor into Elk Ridge through the Property, which will be aligned to connect Park Drive with 1600 West Street at a point near and south of 11200 South Street. This corridor shall be constructed with a minimum right-of-way width of 108 feet, and shall include 1) a 10-foot wide bike/pedestrian trail, separated from the paved roadway, and 2) a minimum of 16 feet of landscaping with trees, on both sides of the right-of-way.
 - G. The Developer shall construct a street roundabout at the intersection of Park Drive, Gooseneck Drive and the new main entry corridor, as described in "F" above.
 - H. The Developer shall install an entryway "Welcome to Elk Ridge" monument on 1600 West at a location near the south entrance to the city, as re-established following the annexation of the Property.
 - I. The Developer shall provide to the City the required amount of water shares for the development (2.6 acre feet per acre) by warranty deed, required to be paid at the final plat approval of each phase.
 - J. Developer and the City shall work together to establish the timing and phasing of the construction of the improvements outlined in E, F, G and H, above. The parties recognize Developer cannot complete all of the improvements at the same time, and agree to establish a construction schedule that permits Developer to construct the improvements in a phased approach during the period of development of the Property.

2. The City's Obligations to the Developer.

- A. The City will allow the development a base density of 3.63 dwelling units per acre of the developable acreage of the property, as per the Density Worksheet attached hereto as Exhibit "B", plus any applicable density bonus and the meeting of open space requirements as stipulated in the Elk Ridge City Code for the R-1-12,000 PUD zone. Density bonus consideration will be given for the Developer's agreement to the items required in #1, above.
- B. The City will facilitate a reimbursement agreement from future developers for their use of the new water tank and well (the "Water System Improvements") constructed with the Developer's \$700,000 cash advance (the Developer's Contribution Amount). Because the Water System Improvements will benefit other areas of the City, the City agrees to collect connection or impact fees from future users of the Water System Improvements, and to remit such fees to the Developer, until such time as Developer has been reimbursed the Developer's Contribution Amount (less Developer's pro rata share of the costs for that portion of the Water System Improvements utilized by the Property). Reimbursement amounts shall be based on calculations determined by the City Engineer. The connection or

impact fee per dwelling unit imposed by the City for connecting to the Water System Improvements shall be paid by a developer/builder to the City prior to commencement of construction or the issuance of any building permits.

- C. The City will provide to the development an appropriate number of water connections and an appropriate number of sewer connections for the first phase of development as capacity becomes available. City will provide a sufficient number of sewer connections for the entire development through the new sewer system established by interlocal agreement with Payson City.
 - D. Park impact fees will not be assessed to the Developer, only to future builders.
 - E. Developer may construct the Property in up to four (4) phases. Developer shall submit a phasing plan to the City, which shows the order in which the Property will be developed. Developer reserves the right to develop the Property in fewer phases, depending on the absorption of the project and market conditions.
 - F. Subject to compliance with the terms of this agreement by Developer, the City agrees as follows:
 - 1) to provide standard municipal services to the property including, without limitation, snow removal on public streets, and police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City that are generally applicable to other similar properties in the city,
 - 2) to maintain the public improvements dedicated to the City following satisfactory completion thereof by the developer and acceptance of the same by the City,
 - 3) to provide culinary water service and (when it becomes available secondary water service) to the property on a phase by phase basis as plats are recorded, and
 - 4) where applicable, "home owner association" at their expense will maintain their own private streets for snow removal and road maintenance and will maintain their own inner complex green space and landscaping.
3. **Enforcement.** This agreement may be enforced by either party in any appropriate court of law.
4. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this AGREEMENT, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.
5. **Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this AGREEMENT, and those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date the City grants approval of this AGREEMENT. Developer expressly acknowledges and agrees that nothing in this AGREEMENT shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for

approval and recordation of plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.

6. **Utah Law.** This contract shall be interpreted pursuant to the laws of the State of Utah.
7. **Interpretation of Agreement.** The invalidity of any portion of the AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings contained in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.
8. **Amendments.** Nor oral modifications or amendments to the AGREEMENT shall be effective, but this AGREEMENT may be modified or amended by written AGREEMENT.
9. **No Presumption.** Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
10. **Binding Effect.** This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.
11. **Vested Rights.** As of the date of this AGREEMENT, Developer shall have the vested right to develop the Property in accordance with this AGREEMENT and Applicable Law (as defined in # 5, above). Nothing in this AGREEMENT shall limit future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this AGREEMENT. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.
12. **Defaults.** Any failure by either party to perform any term or provision of this AGREEMENT, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this AGREEMENT. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure

is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this AGREEMENT, the non-defaulting party may institute legal proceedings to enforce the terms of this AGREEMENT or, in the event of material default, terminate this AGREEMENT. If the default is cured, then no default shall exist and the noticing party shall take no further action.

- 13. **Assignment.** Developer shall have the right to assign all or a portion of its rights or responsibilities under this AGREEMENT to another party, individual or entity without the prior written consent of the City, provided that such assignee agree to observe and be bound by the terms of this AGREEMENT.
- 14. **Agreement to Run With the Land.** This AGREEMENT shall be recorded against the Property, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.
- 15. **Attorney's Fees.** If this AGREEMENT is breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.
- 16. **Incorporation of Recitals.** The recitals to this AGREEMENT are hereby incorporated into the covenants section of this AGREEMENT as if fully set forth herein.



 Vernon L. Fritz, Mayor
 Elk Ridge City



 Randy Young
 Stone River Falls, LLC

ATTEST:

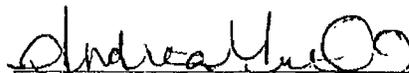


 JANICE H. DAVIS
 Elk Ridge City Recorder



The foregoing instrument was acknowledged before me this 16th day of December, 2005, by JANICE H. DAVIS.

My Commission Expires:
9/22/07



 Notary Public

Residing at: Utah County

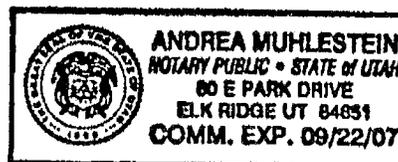


EXHIBIT A

ORDINANCE NO. 05-5

ENT ~~1594:2006~~ PG 6 of 12

AN ORDINANCE AMENDING THE ELK RIDGE CITY CODE PROVIDING FOR PLANNED UNIT DEVELOPMENTS, CODIFICATION, INCLUSION IN THE CODE, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Elk Ridge has adopted the Elk Ridge City Development Code; and

WHEREAS, Planned Unit Developments are expected to be utilized for much of the projected growth in Elk Ridge City, and

WHEREAS, the City of Elk Ridge desires to amend the provisions regarding Planned Unit Developments; and

WHEREAS, the Elk Ridge City Council held a public hearing on the 11 day of October, 2005, to consider this Ordinance, which public hearing was preceded by the posting of a notice of public hearing in at least three (3) public places within the City limits of Elk Ridge City, and which notice of public hearing was published in the Provo Daily Herald Newspaper, a newspaper of general circulation within the City; and

WHEREAS, the notice of public hearing by the City Council was posted and published not less than ten (10) days before the date of the public hearing; and

WHEREAS, the notice of hearing which was posted and published by the City Council contains specific advance notice that the proposed ordinance, as set forth herein, would be considered and that copies thereof were available for inspection in the city offices; and

WHEREAS, the Elk Ridge City Council has determined that the adoption of this ordinance is necessary for the general welfare of the City and its inhabitants;

RGY 12-16-05

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ELK RIDGE CITY, UTAH, AS FOLLOWS: (Underlined text is added text, ~~Strikeout~~ text is deleted text)

SECTION I. Section(s) 10-7C-1, 10-7C-9, 10-14C-4, 10-14C-5, 10-14C-6C And 10-14C9 Of The Elk Ridge City Code Are Hereby Amended To Read As Follows:

10-7C-1

~~ENT 1594:2006 PG 7 of 12~~

LEGISLATIVE INTENT:

A. The R-1-12,000-PUD residential zone covers the portion of the city which is primarily suited for planned residential development represented by a commingling of one-family dwellings and parks, schools, churches, and other community facilities designed to serve the residents of the city. This zone should only be used in conjunction and comply with the regulations of the Planned Unit Developments (PUD) section of the code in Chapter 14 of this title. The zone is characterized by smaller lots, quiet residential conditions favorable to the rearing of children and an abundance of open space. Owners and developers of property within this zone should bear in mind that primacy is given to residential development and maintain their properties in recognition thereof.

10-7C-9

BUILDING SITE:

D. New Developments: All new developments shall conform to the regulations of chapter 15 of this title. Developments of less than ~~five (5)~~ fifteen (15) acres may be permitted with approval from the planning commission and city council.

10-14C-4

MINIMUM SIZE: The minimum acreage required for a planned unit development shall be ~~five (5)~~ fifteen (15) acres. The minimum number of units shall be ~~five (5)~~ fifteen (15). The project must demonstrate adequate acreage to develop a project that is beneficial to both the residents of the project and the city as a whole.

10-14C-5

OPEN SPACE: Each planned unit development is required to contain at least ~~ten percent (10%)~~ twenty-five percent (25%) open space, which may contain recreation activity areas, picnic pavilions, gazebos, water features, playgrounds, parks, trails, steep slopes, stream or canal corridors, wetlands, open fields, or landscaped areas. The planning commission and/or city council shall ultimately determine what qualifies as open space. Open space calculations shall not include any common areas which are within 30 feet of any structure. The open space may be held in common, administered by a homeowners' association, dedicated to the city upon acceptance by the city council, or used to provide amenities in the development. The ~~ten percent (10%)~~ twenty-five percent (25%) open space requirement may not be used as part of the requirement to obtain a density bonus under the provisions of any other section herein. In order to achieve the maximum 25% density bonus, at least 10% of the density bonus total must be attained through the provision of additional open space. Maintenance of the open space is the responsibility of the owner of the development, if held in single ownership, or a homeowners' association, if the dwelling units are sold separately, unless dedicated to the city and accepted by the city council.

10-14C-6

8. Open Space In Addition to ~~Ten-Twenty-Five~~ Percent Minimum: Developments which provide either "active" or "passive open space", as defined in this section, in addition to the ~~ten~~ twenty-five percent (10%) (25%) minimum requirement, are eligible for a density increase. The density increase for additional open space shall be determined as indicated: a) developments which provide an additional ten (10) to fourteen percent (14%) open space (~~20 35~~ to ~~24 39~~ percent total) are eligible for up to a fifteen percent (15%) density increase; b) developments which provide an additional fifteen (15) to nineteen percent (19%) open space (~~25 40~~ to ~~29 44~~ percent total) are eligible for up to a twenty percent (20%) density increase; and c)

RGV 12-16-05

developments which provide more than an additional twenty percent (20%) open space (30 45 percent or greater total) are eligible for up to a twenty five percent (25%) density increase. All open space areas shall be maintained by the owner of the project if held in single ownership, a homeowners' association if sold separately, or dedicated and accepted by the city for maintenances purposes. All open space areas must provide emergency vehicles access.

ENT ~~1594:2006~~ PG 4 of 12

9. Park Dedication: Dedication and acceptance of land to the city for use as a public park, trails or other recreational use which is equal to, or greater than, ten percent (10%) of the area of the development is eligible for up to a fifteen percent (15%) density increase. The land used for park dedication is in addition to the ~~ten~~ twenty-five percent (40%) (25%) minimum open space requirement.

10. Passive Open Space: Developments which include passive open space areas such as large grass areas, (at least 1/4 acre in size), barbecue areas or water features are eligible for up to a ten (10%) density increase. The land used for passive open space is in addition to the ~~ten percent (10%)~~ twenty-five percent (25%) minimum open space requirement.

10-14C-9

PUD SUBMISSION AND APPROVAL REQUIREMENTS:

A. Neighborhood Meeting: The applicant for any PUD development shall conduct at least one (1) neighborhood meeting, prior to the submission of the site plan application, to explain the proposed development and to address all neighborhood concerns. Written notice shall be given by the applicant to all property owners within a 300' foot radius of the development, as well as to the owners of all residential property within 1/4 mile of the of the development. Notice of the meeting shall be delivered by the applicant at least one (1) week prior to the date of the meeting. Phone calls or informal door-to-door contacts are not considered neighborhood meetings. Such meeting(s) shall be accomplished prior to the site plan being submitted to the City. The application for site plan approval shall include a list of all individuals who were notified, a roster of attendees at the meeting, and a copy of the minutes from the neighborhood meeting.

B. Application: An application shall be submitted to the city for any planned unit development. Additionally, all planned unit development projects will be required to submit applications and provide all information required by the concept plan, preliminary plan and final plat as set forth herein. After a meeting with the staff or, if deemed appropriate, the planning commission, the applicant may prepare and submit an application for preliminary plan approval.

SECTION II. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word *ordinance* may be changed to *section*, *chapter*, or other such appropriate word or phase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished, sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

SECTION III. Severability

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

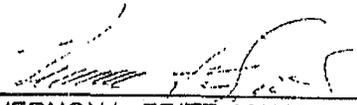
ROY 12-16-05

SECTION IV. Effective Date

~~ENT 159412006 PG 9 of 12~~

The City Recorder shall deposit a copy of this ordinance in the official records of the City on October 14, 2005, and before 5:00 p.m. on that same day, shall place a copy of this ordinance in three places within the City. This Ordinance shall become effective at 5:00 p.m. on November 3, 2005.

Passed and duly adopted this 11 day of October, 2005.



VERNON L. FRITZ, MAYOR.

| | |
|--------------------------------|---------------------|
| Councilmember Gary Prestwich | Voted <u>Aye</u> |
| Councilmember Mary Rugg | Voted <u>Aye</u> |
| Councilmember Russell Sly | Voted <u>Absent</u> |
| Councilmember Mark Johnson | Voted <u>Aye</u> |
| Councilmember Alvin L. Harward | Voted <u>Aye</u> |

ATTEST:



JANICE H. DAVIS
Elk Ridge City Recorder

RY 12-16-05

EXHIBIT B

ACRES
122.00

DENSITY WORKSHEET

| PUD: LARGE SCALE DEVELOPMENTS | Open Space Requirement | Total Acres | Acres Left After Req. | R-1-12,000 PUD | | R-1-15,000 PUD | | R-1-20,000 PUD | |
|-------------------------------------|---------------------------|----------------|--------------------------|------------------------------|--------------------------------------|------------------------------|--------------------------------------|------------------------------|--------------------------------------|
| | | | | DU/AC Total # of Units | DU/AC Total with Density Bonus | DU/AC Total # of Units | DU/AC Total with Density Bonus | DU/AC Total # of Units | DU/AC Total with Density Bonus |
| 10% | 12.20 | 109.80 | 358.72 | 448.40 | 286.58 | 358.22 | 214.44 | 268.05 | |
| 15% | 18.30 | 103.70 | 338.79 | 423.48 | 270.66 | 338.32 | 202.53 | 253.16 | |
| 20% | 24.40 | 97.60 | 318.86 | 398.57 | 254.74 | 318.42 | 190.61 | 238.27 | |
| 25% | 30.50 | 91.50 | 298.93 | 373.66 | 238.82 | 298.52 | 178.70 | 223.37 | |
| 30% | 36.60 | 85.40 | 279.00 | 348.75 | 222.89 | 278.62 | 166.79 | 208.48 | |
| 35% | 42.70 | 79.30 | 259.07 | 323.84 | 206.97 | 258.72 | 154.87 | 193.59 | |

| TRADITIONAL ZONES | R-1-12,000* | R-1-15,000 | R-1-20,000 |
|---|---|--|--|
| No Open Space or PUD Requirements Only Allows for Single Family Residences | (R-1-12000 PUD) 3.63 DU/AC Total # of Units 398.57 | 2.90 DU/AC Total # of Units 318.42 | 2.17 DU/AC Total # of Units 238.27 |

COMMENTS:
Numbers reflect 122 acres of developable property
Unit numbers reflect a 10% factor (taken out) for roads, etc.
*R-1-12,000 zone is actually named R-1-12,000 PUD

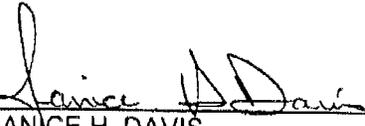
50-9121 YSL
[Signature]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, JANICE H. DAVIS, City Recorder of Elk Ridge City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of Ordinance #05-5, passed by the City Council of Elk Ridge City, Utah, on the 11 day of October, 2005, entitled

"AN ORDINANCE AMENDING THE ELK RIDGE CITY CODE PROVIDING FOR PLANNED UNIT DEVELOPMENTS, CODIFICATION, INCLUSION IN THE CODE, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Elk Ridge City Utah this 14 day of October, 2005.



JANICE H. DAVIS
Elk Ridge City Recorder

(SEAL)

RGV 12/16/05

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

ENT ~~1594:2006 PG 12 of 12~~

I, JANICE H. DAVIS, City Recorder of Elk Ridge City, Utah, do hereby certify and declare that I posted in three (3) public places Ordinance #05-5, which is attached hereto on the 14 day of October, 2005.

The three places are as follows:

1. The Elk Ridge City Office, 80 E Park Drive
2. The pole located at North Park Drive and Goosenest Drive
3. The pole on Goosenest Drive, east of 817 West Goosenest Drive

I further certify that copies of the Ordinance so posted were true and correct copies of said Ordinance.

Janice H. Davis
JANICE H. DAVIS
Elk Ridge City Recorder

The foregoing instrument was acknowledged before me this 14th day of October, 2005, by JANICE H. DAVIS.

My Commission Expires:

Andrea Hubertson
Notary Public

Residing at: Utah County

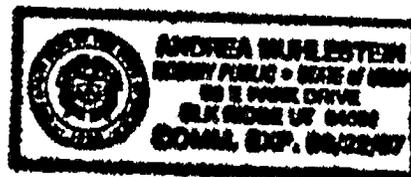


Exhibit B

Elk Ridge Meadows Phases 5 – 10 Preliminary Drawings

Dated 5-15-2013

Sheets: 1. Cover, 2. Preliminary Plat, 3. Preliminary Plat

Exhibit C
Elk Ridge City Development Code
Amended Section 10-11E-6-4
Amended July 9, 2013

ENT 5158:2014 PG 32 of 47

ORDINANCE NO. 13-5

AN ORDINANCE AMENDING THE CITY OF ELK RIDGE DEVELOPMENT CODE REGARDING THE PUD OVERLAY ZONE SINGLE FAMILY LOT FRONTAGE DISTANCE, CODIFICATION, INCLUSION IN THE CODE, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Elk Ridge has adopted the Elk Ridge City Development Code; and

WHEREAS, the City of Elk Ridge desires to amend language within the development code pertaining to the PUD Overlay Zone single family lot frontage distance as found in 10-11E-6-4 to be consistent with the lot frontage distances found in other zones as described in the Elk Ridge City Development Code; and

WHEREAS, the Elk Ridge Planning Commission held a public hearing on April 11, 2013 at 7:00pm, for the purpose of receiving public input on the proposed amendment pertaining to the PUD Overlay Zone single family lot frontage distance effecting 10-11E-6-4 of the Elk Ridge City Development Code; and

WHEREAS, the public hearing was preceded by the posting of a notice of public hearing in at least three (3) public places within the City limits of Elk Ridge, along with being published in the Provo Daily Herald Newspaper, a newspaper of general circulation within the city, at least 10 days prior to the Public Hearing; and

WHEREAS, the notice of hearing, which was posted and published, by the Planning Commission contains specific advance notice that the proposed ordinance amendment, as set forth herein, would be considered and that copies thereof were available for inspection in the city offices; and

WHEREAS, the Elk Ridge City Council has determined that the adoption of this Ordinance is necessary to ensure that the PUD Overlay Zone single family lot frontage distance is consistent with the lot frontage distances found in other zones within the Elk Ridge City Development Code to provide fundamental fairness in the City's land use regulation;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ELK RIDGE CITY, UTAH, AS FOLLOWS:

(Underlined text is added text, ~~Strikeout~~ text is deleted text)

SECTION I AMENDMENTS.

- 1. AMEND TITLE 10 DEVELOPMENT CODE, CHAPTER 11 OTHER ZONES, ARTICLE E. PLANNED UNIT DEVELOPMENT OVERLAY ZONE, SECTION 6 SUBDIVISION DESIGN REQUIREMENTS; SINGLE FAMILY, SUB-SECTION 4 LOT FRONTAGE TO READ AS FOLLOWS:

Frontage for a single family unit lot along a city street shall be a minimum of 80 feet. For lots abutting an elbow type curve or cul-de-sac, that frontage requirement may be reduced to 60 feet, provided that the width requirement is satisfied at the front lot line adjoining the street.

SECTION II. Codification, Inclusion in the Code, and Scrivener's Errors. It is the intent of the City Council that the provisions of this ordinance be made part of the City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filling a corrected or re-codified copy of the same with the City Recorder.

SECTION III. Severability. If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION II. Posting. A copy of this Ordinance shall be deposited in the office of the Elk Ridge City Recorder, and on _____, 2013, the Elk Ridge City Recorder shall certify that this Ordinance has been posted in three public places within the municipality on that date, as provided in Utah State Code Annotated § 10-3-711(1).

SECTION III. EFFECTIVE DATE. This ordinance shall become effective immediately upon passage.

Passed and duly adopted this 9th day of July, 2013.



HAL SHELLEY, MAYOR

| | |
|-----------------------------|------------------|
| Councilmember Nelson Abbott | Voted <u>Aye</u> |
| Councilmember Brian Burke | Voted <u>Aye</u> |
| Councilmember Erin Clawson | Voted <u>Aye</u> |
| Councilmember Paul Squires | Voted <u>Aye</u> |
| Councilmember Weston Youd | Voted <u>Aye</u> |

ATTEST:



JANICE H. DAVIS
Elk Ridge City Recorder



Exhibit D
Elk Ridge City Development Code
Section 10-15A-3B

10-15A-3: PROCEDURE FOR APPROVAL OF A SUBDIVISION: ENT 5158:2014 PG 36 of 47

A. Submission: All submissions for subdivision review shall conform to the review and approval process as outlined in section 10-12-37 of this title.

B. Planning Commission And City Council Approval Of Preliminary Plan:

1. Approval of the preliminary plan shall remain valid for a period of one year from the date of approval by the city council or until final plat approval by the city council, whichever time period is less. The approval may be extended or reaffirmed by the city council, for a period not to exceed one year, following receipt of a written request from the owner, submitted in accordance with the rules of operation of the city council and upon a finding that the conditions applicable to the project and the vicinity are substantially the same as at the time of initial approval.

C. City Council Takes Action On Final Plat; Duration Of Approval:

1. Upon receipt of the final plat, bearing all required signatures, and also submission of evidence of ability to satisfy the performance guarantee requirements, the city council shall consider the plat, final engineering drawings, construction agreement and performance guarantee and shall act to approve or disapprove the plat or approve it with modification. If disapproved, the city council shall state its reasons therefor to the subdivider. If significant modifications are required, such modifications must first be referred to the planning commission for its further review and recommendation, if such modifications have not been previously addressed by the commission. If approved, the plat shall be signed by the city council and authorized for recording.
2. The action by the city council shall be construed as tentative approval of the final plat and authorization to the city staff to record the plat at the office of the county recorder upon completion of any outstanding terms or conditions.
3. The action of approval by the city council shall be valid for a period of six (6) months. In the event that any terms or conditions of approval are not satisfied, or the performance guarantees or other document required for final approval under this code or as a condition of final approval by the city council shall not have been completed within six (6) months from the date of approval by the city council, said approval shall be null and void.

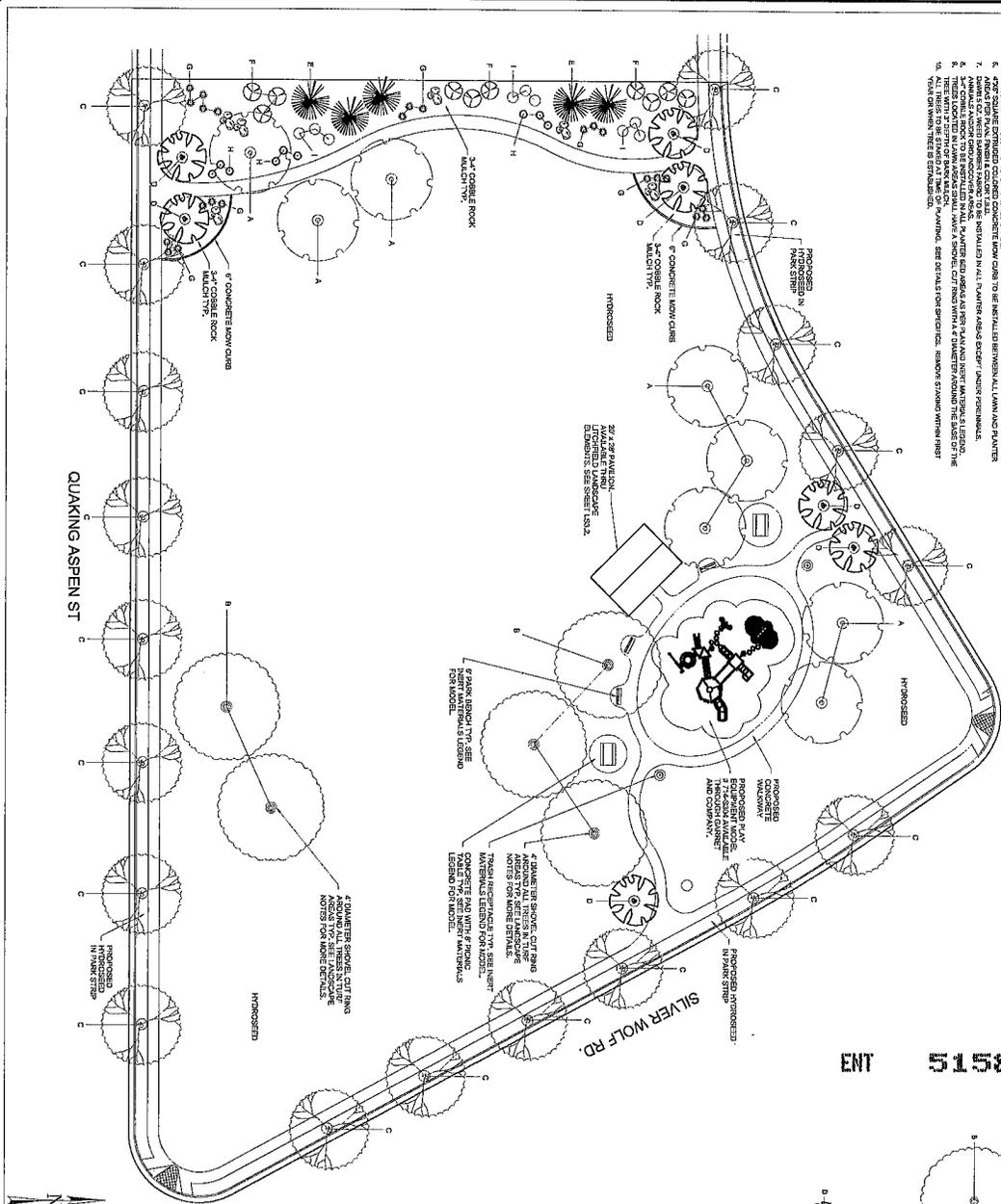
D. Subdivider Submits Performance Guarantee: Upon final approval by the city council, as outlined in section 10-12-37 of this title, the subdivider shall proceed to:

1. Provide the executed financial assurance documents guaranteeing construction of the required improvements (performance guarantees) to the city; and
 2. Complete any other outstanding term or condition of approval.
- E. City Records Final Plat: Upon approval of the final plat and performance guarantees and receipt of the executed documents and all other outstanding submissions and fees, the city shall submit the plat for recording at the office of the county recorder and the building inspector may thereafter issue permits for the construction of the required subdivision improvements. Upon the recording of the plat, the owner may thereafter proceed to convey title to the lots as described by the plat. The recording of the final plat at the office of the county recorder shall constitute complete approval of the subdivision. (Ord. 04-6, 7-13-2004, eff. 8-13-2004)
- F. Release Of Performance Guarantees: All partial and final releases of performance guarantees shall be approved in accordance with the provisions of section 10-16-5 of this title. The granting of the final release by the city council shall constitute the acceptance of the improvements by the city.
- G. Release Of Durability Retainer: At the conclusion of the durability guarantee period and subject to compliance with the provisions of section 10-16-7 of this title, the city council shall authorize the release of the improvements durability retainer and the subdivider shall thereafter be released from any obligation with respect to the improvements. (Ord. 97-7-8-8, 7-8-1997; amd. Ord. 04-6, 7-13-2004, eff. 8-13-2004)

Exhibit E
Elk Ridge Meadows
Open Space and Parks Landscape Drawings
Dated 9-05-2013
Sheets LS 1.0 to LS 1.7

LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR IRONING AND
2. PLANT MATERIALS TO BE INSTALLED FROM A LISTED AND APPROVED SOURCE. ANY SUBSTITUTIONS TO BE APPROVED BY
3. THE ARCHITECT. ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND
4. RECOMMENDATIONS OF THE ARCHITECT AND THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL BE
5. RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
6. ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND RECOMMENDATIONS
7. OF THE ARCHITECT AND THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR
8. OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
9. ALL PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND RECOMMENDATIONS
10. OF THE ARCHITECT AND THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR



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TREE LEGEND

| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|------------|
| A | RED BUDGED VICTORIAN GUM | 25 | 2" CALIBER |
| B | RED BUDGED VICTORIAN GUM | | 2" CALIBER |
| C | RED BUDGED VICTORIAN GUM | | 2" CALIBER |
| D | RED BUDGED VICTORIAN GUM | | 2" CALIBER |
| E | RED BUDGED VICTORIAN GUM | | 2" CALIBER |
| F | RED BUDGED VICTORIAN GUM | | 2" CALIBER |

SHRUB LEGEND

| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|--------|
| G | RED BUDGED VICTORIAN GUM | 10 | 6" CAL |
| H | RED BUDGED VICTORIAN GUM | | 6" CAL |
| I | RED BUDGED VICTORIAN GUM | | 6" CAL |

PERENNIAL & GRASS LEGEND

| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|--------|
| J | RED BUDGED VICTORIAN GUM | 23 | 1" CAL |
| K | RED BUDGED VICTORIAN GUM | 9 | 1" CAL |
| L | RED BUDGED VICTORIAN GUM | 8 | 1" CAL |

TURF LEGEND

| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|--------------|------|
| M | RED BUDGED VICTORIAN GUM | 64,000 SQ FT | NA |

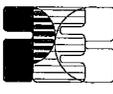
INERT MATERIALS LEGEND

| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|------|
| N | RED BUDGED VICTORIAN GUM | | NA |
| O | RED BUDGED VICTORIAN GUM | | NA |
| P | RED BUDGED VICTORIAN GUM | | NA |



Sheet Number
LS 1.2

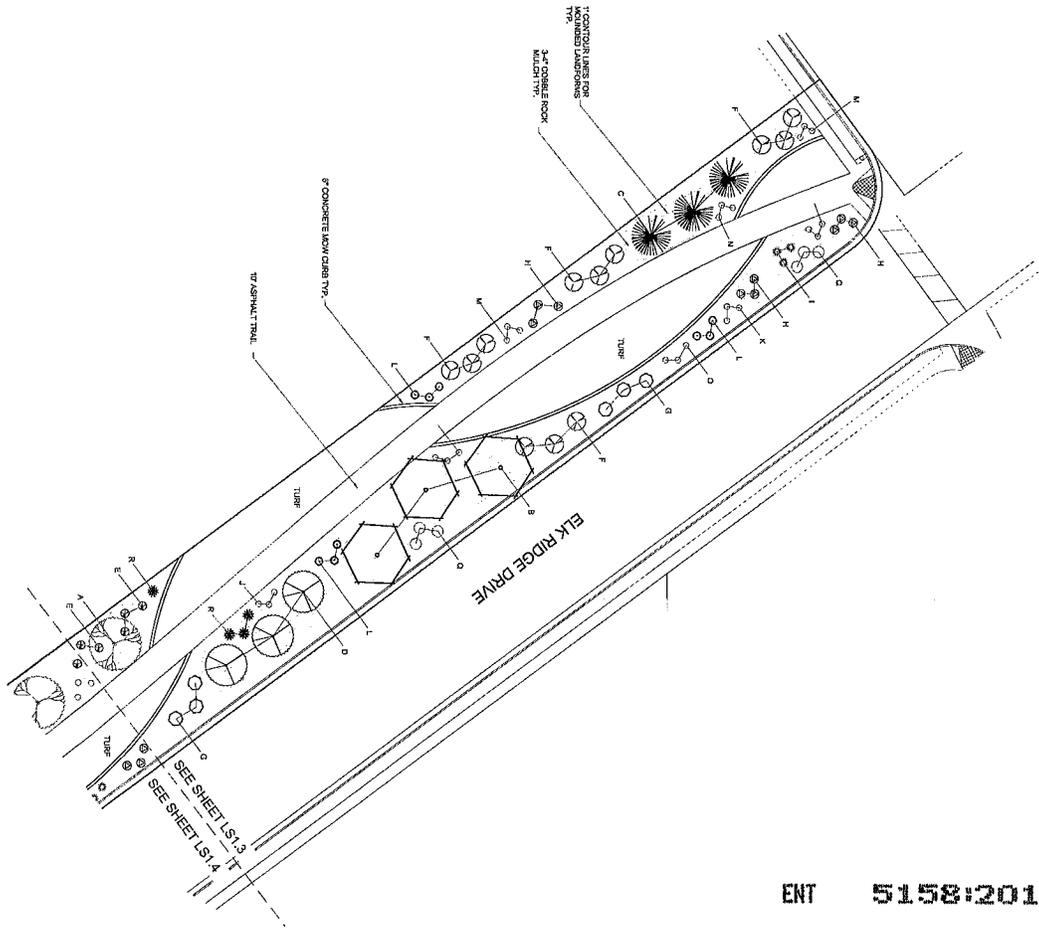
ELK RIDGE MEADOWS
ELK RIDGE, UTAH COUNTY, UTAH



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| Project Number | Rev |
|----------------|-----|
| 5158:2014 | 01 |
| 5158:2014 | 02 |
| 5158:2014 | 03 |
| 5158:2014 | 04 |
| 5158:2014 | 05 |
| 5158:2014 | 06 |
| 5158:2014 | 07 |
| 5158:2014 | 08 |
| 5158:2014 | 09 |
| 5158:2014 | 10 |
| 5158:2014 | 11 |
| 5158:2014 | 12 |



TREE LEGEND

| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|------------------------------|----------|-------------|
| A | PINUS PINE (PINE) | 1 | 12" CALIBER |
| B | QUERCUS (OAK) | 3 | 12" CALIBER |
| C | FRAXINUS (ASH) | 3 | 12" CALIBER |
| D | FRAXINUS (ASH) | 4 | 12" CALIBER |

SHRUB LEGEND

| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|------------------------------|----------|---------|
| E | QUERCUS (OAK) | 3 | 3" DIA. |
| F | QUERCUS (OAK) | 12 | 5" DIA. |
| G | QUERCUS (OAK) | 9 | 5" DIA. |
| H | QUERCUS (OAK) | 9 | 5" DIA. |

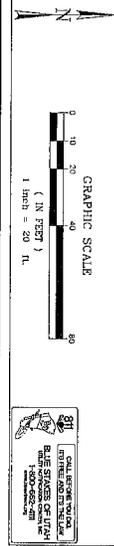
PERENNIAL & GRASS LEGEND

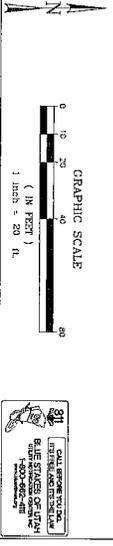
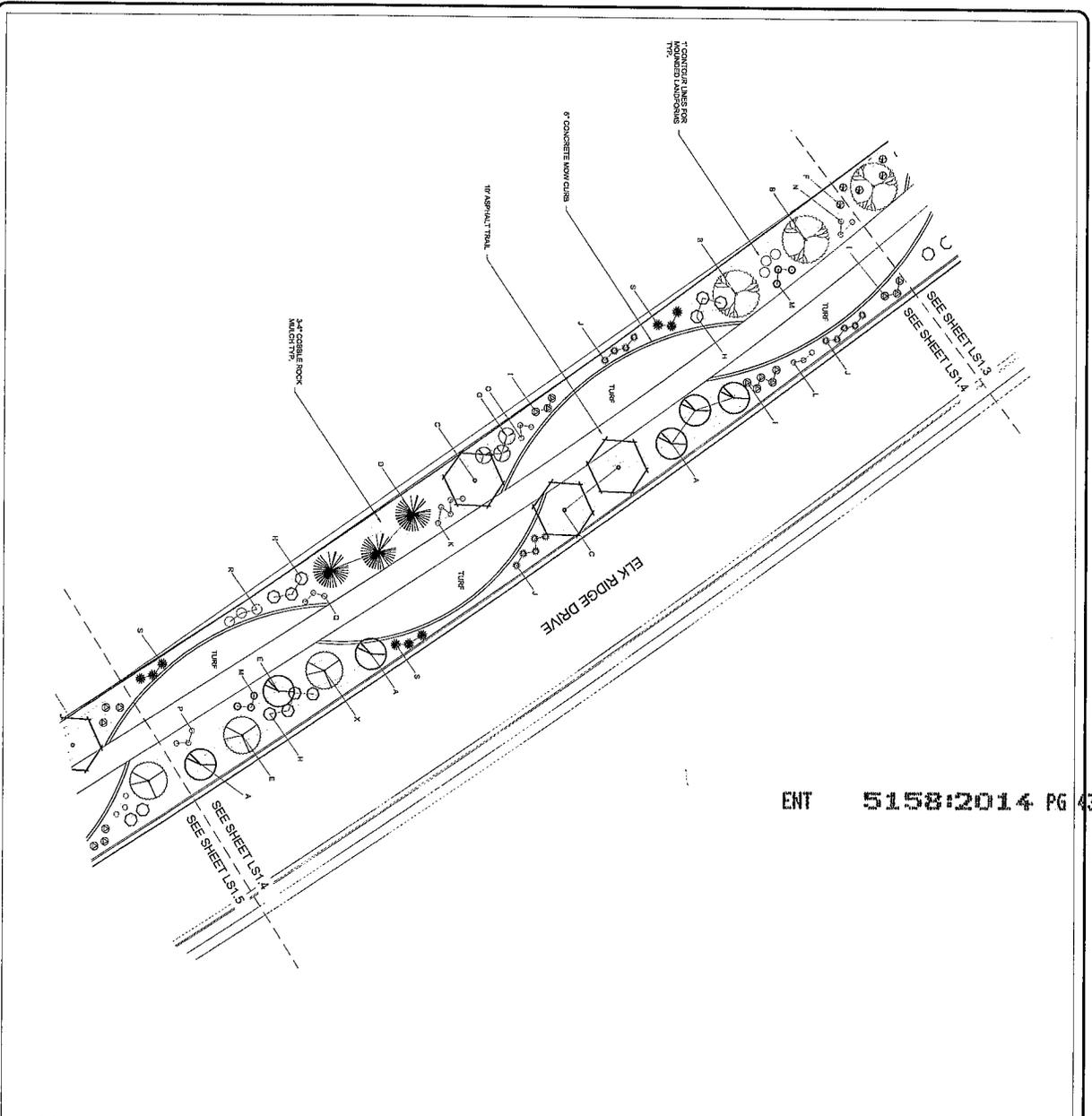
| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|------------------------------|----------|---------|
| I | PERENNIAL | 3 | 1" DIA. |
| J | PERENNIAL | 3 | 1" DIA. |
| K | PERENNIAL | 3 | 1" DIA. |
| L | PERENNIAL | 9 | 1" DIA. |
| M | PERENNIAL | 6 | 1" DIA. |
| N | PERENNIAL | 3 | 1" DIA. |
| O | PERENNIAL | 3 | 1" DIA. |
| P | PERENNIAL | 3 | 1" DIA. |
| Q | PERENNIAL | 3 | 1" DIA. |
| R | PERENNIAL | 4 | 1" DIA. |

TURF LEGEND

| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|------------------------------|---------------|------|
| 1 | PERENNIAL | 3,200 SQ. FT. | N/A |
| 2 | PERENNIAL | 3,200 SQ. FT. | N/A |

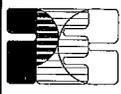
- LANDSCAPE NOTES**
1. LANDSCAPE DESIGNER HAS CONDUCTED VISUAL ANALYSIS OF ALL MATERIALS FOR DESIGN AND MATERIALS. ALL MATERIALS ARE APPROVED FOR USE IN THIS PROJECT.
 2. INSTALLATION OF PERENNIALS AND GRASSES SHALL BE COMPLETED BY THE END OF THE PROJECT.
 3. PERENNIALS AND GRASSES SHALL BE PLANTED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
 4. PERENNIALS AND GRASSES SHALL BE PLANTED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
 5. PERENNIALS AND GRASSES SHALL BE PLANTED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
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 9. PERENNIALS AND GRASSES SHALL BE PLANTED IN ACCORDANCE WITH THE LANDSCAPE PLAN.
 10. PERENNIALS AND GRASSES SHALL BE PLANTED IN ACCORDANCE WITH THE LANDSCAPE PLAN.





Sheet Number
LS 1.4

ELK RIDGE MEADOWS
ELK RIDGE, UTAH COUNTY, UTAH



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| | | |
|----------------|-------------|------|
| Project Number | 014 | |
| Phase | Post-Design | |
| Designed By | Chris By | |
| Checked By | Bole | |
| Date Issued | 08/20/2014 | |
| Scale | 1" = 20' | |
| Revisions | | |
| No. | By | Date |

TREE LEGEND

| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|---|----------|----------------|
| | FRAXINUS COMMISSURATA (COMMON HAWTHORN) | 9 | 1 1/2" CALIBER |
| | FRAXINUS VIRGINIANA (WHITE HAWTHORN) | 2 | 1 1/2" CALIBER |
| | SPARGANGLIUM ANGUSTIFOLIUM (SMALL LEAF YEW) | 3 | 1 1/2" CALIBER |
| | QUERCUS LAEVIS (WHITE OAK) | 3 | 2 1/2" CALIBER |
| | QUERCUS LAEVIS (WHITE OAK) | 3 | 2 1/2" CALIBER |

SHRUB LEGEND

| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|------------------------------|----------|-------|
| | OSYRIS SPICATA (SPICEBUSH) | 1 | 5 GAL |
| | OSYRIS SPICATA (SPICEBUSH) | 3 | 5 GAL |
| | OSYRIS SPICATA (SPICEBUSH) | 11 | 5 GAL |

PERENNIAL & GRASS LEGEND

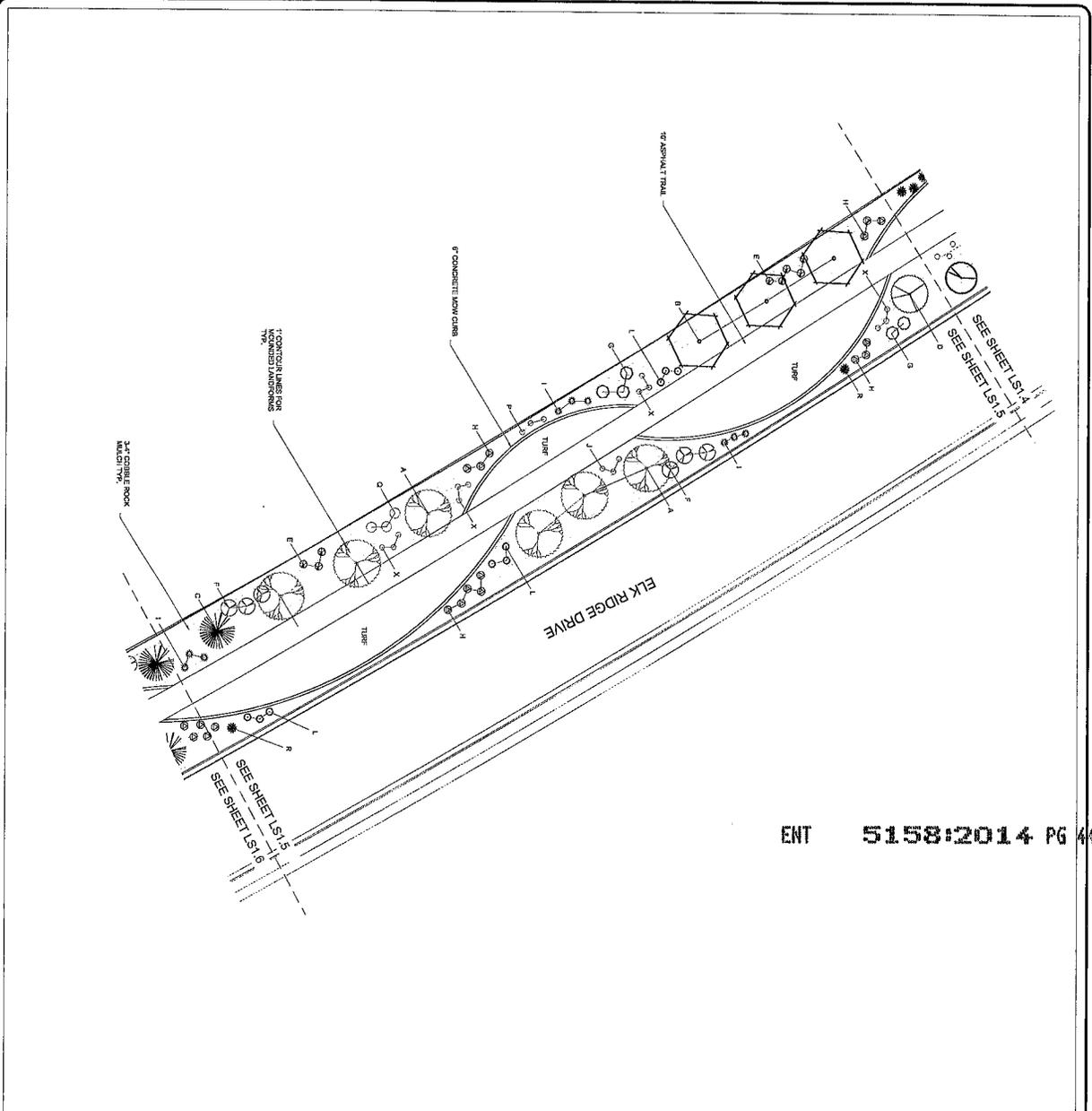
| SYMBOL | BOTANICAL NAME (COMMON NAME) | QUANTITY | SIZE |
|--------|--------------------------------|----------|-------|
| | CHALMIDRORHIZA SP. (CORN LILY) | 9 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 5 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 3 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 5 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 3 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 3 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 3 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 5 | 1 GAL |
| | CHALMIDRORHIZA SP. (CORN LILY) | 9 | 1 GAL |

TURF LEGEND

| SYMBOL | NOTATION | QUANTITY | SIZE |
|--------|-------------------------------|-------------|------|
| | POA PRATIENSIS (POA) | 4,800 SQ FT | N/A |
| | PERENNIAL MIX (PERENNIAL MIX) | 4,800 SQ FT | N/A |

LANDSCAPE NOTES

1. LANDSCAPE CONSTRUCTION SHALL BE ACCORDING TO THE SPECIFICATIONS AND NOTES ON THE PLANS AND THE UTAH PLANTING GUIDE.
2. PLANT MATERIALS TO BE INSTALLED SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE INSTALLED BY THE CONTRACTOR.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING GUIDE AND THE UTAH PLANTING GUIDE.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING GUIDE AND THE UTAH PLANTING GUIDE.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING GUIDE AND THE UTAH PLANTING GUIDE.
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10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING GUIDE AND THE UTAH PLANTING GUIDE.



TREE LEGEND

| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|----------------|
| A | FRANKLIN PINE | 5 | 1 1/2" CALIPER |
| B | FRANKLIN PINE | 3 | 1 1/2" CALIPER |
| C | FRANKLIN PINE | 1 | 1 1/2" CALIPER |
| D | FRANKLIN PINE | 1 | 1 1/2" CALIPER |

SHRUB LEGEND

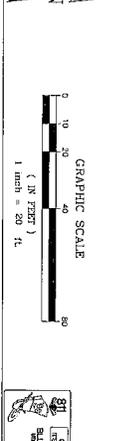
| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|------|
| E | ... | ... | ... |
| F | ... | ... | ... |
| G | ... | ... | ... |
| H | ... | ... | ... |

PERENNIAL & GRASS LEGEND

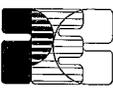
| SYMBOL | BOTANICAL NAME/COMMON NAME | QUANTITY | SIZE |
|--------|----------------------------|----------|------|
| I | ... | ... | ... |
| J | ... | ... | ... |
| K | ... | ... | ... |
| L | ... | ... | ... |
| M | ... | ... | ... |
| N | ... | ... | ... |
| O | ... | ... | ... |
| P | ... | ... | ... |
| Q | ... | ... | ... |
| R | ... | ... | ... |

LANDSCAPE NOTES

1. INSTALLATION AND MAINTENANCE OF ALL PLANT MATERIALS FOR SCEDING AND...
2. ...
3. ...
4. ...
5. ...
6. ...
7. ...
8. ...
9. ...
10. ...



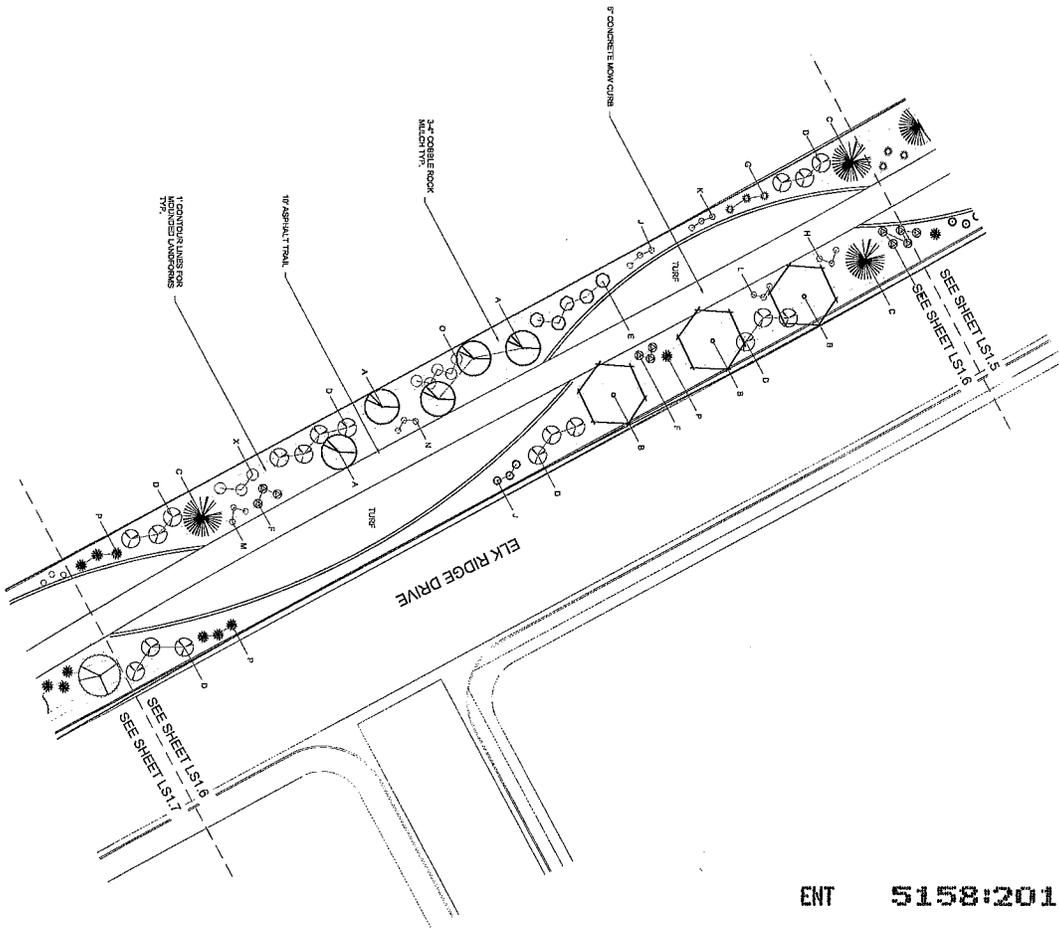
ELK RIDGE MEADOWS
ELK RIDGE, UTAH COUNTY, UTAH
Sheet Number
LS 1.5



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986 West 9000 South
West Jordan, Utah, 84068
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Fax: (801) 498-4244
www.perc.us.com



| Project Number | Rev |
|----------------|-------------|
| 5158:2014 | 01 |
| Drawn By | Date |
| Checked By | Date |
| Scale | Date Issued |
| 1" = 20' | 09/29/2014 |



TREE LEGEND

| SYMBOL | BOTANICAL/COMMON NAME | QUANTITY | SIZE |
|--------|-----------------------|----------|----------------|
| A | SMALL PINE | 3 | 1 1/2" CALIBER |
| B | SMALL PINE | 3 | 1 1/2" CALIBER |
| C | SMALL PINE | 3 | 1 1/2" CALIBER |

SHRUB LEGEND

| SYMBOL | BOTANICAL/COMMON NAME | QUANTITY | SIZE |
|--------|-----------------------|----------|-------|
| D | SMALL PINE | 9 | 5 GAL |
| E | SMALL PINE | 5 | 5 GAL |
| F | SMALL PINE | 11 | 5 GAL |

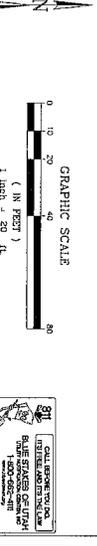
PERENNIAL & GRASS LEGEND

| SYMBOL | BOTANICAL/COMMON NAME | QUANTITY | SIZE |
|--------|-----------------------|----------|-------|
| G | PERENNIAL | 3 | 1 GAL |
| H | PERENNIAL | 3 | 1 GAL |
| I | PERENNIAL | 3 | 1 GAL |
| J | PERENNIAL | 3 | 1 GAL |
| K | PERENNIAL | 3 | 1 GAL |
| L | PERENNIAL | 3 | 1 GAL |
| M | PERENNIAL | 3 | 1 GAL |
| N | PERENNIAL | 3 | 1 GAL |
| O | PERENNIAL | 3 | 1 GAL |
| P | PERENNIAL | 7 | 1 GAL |

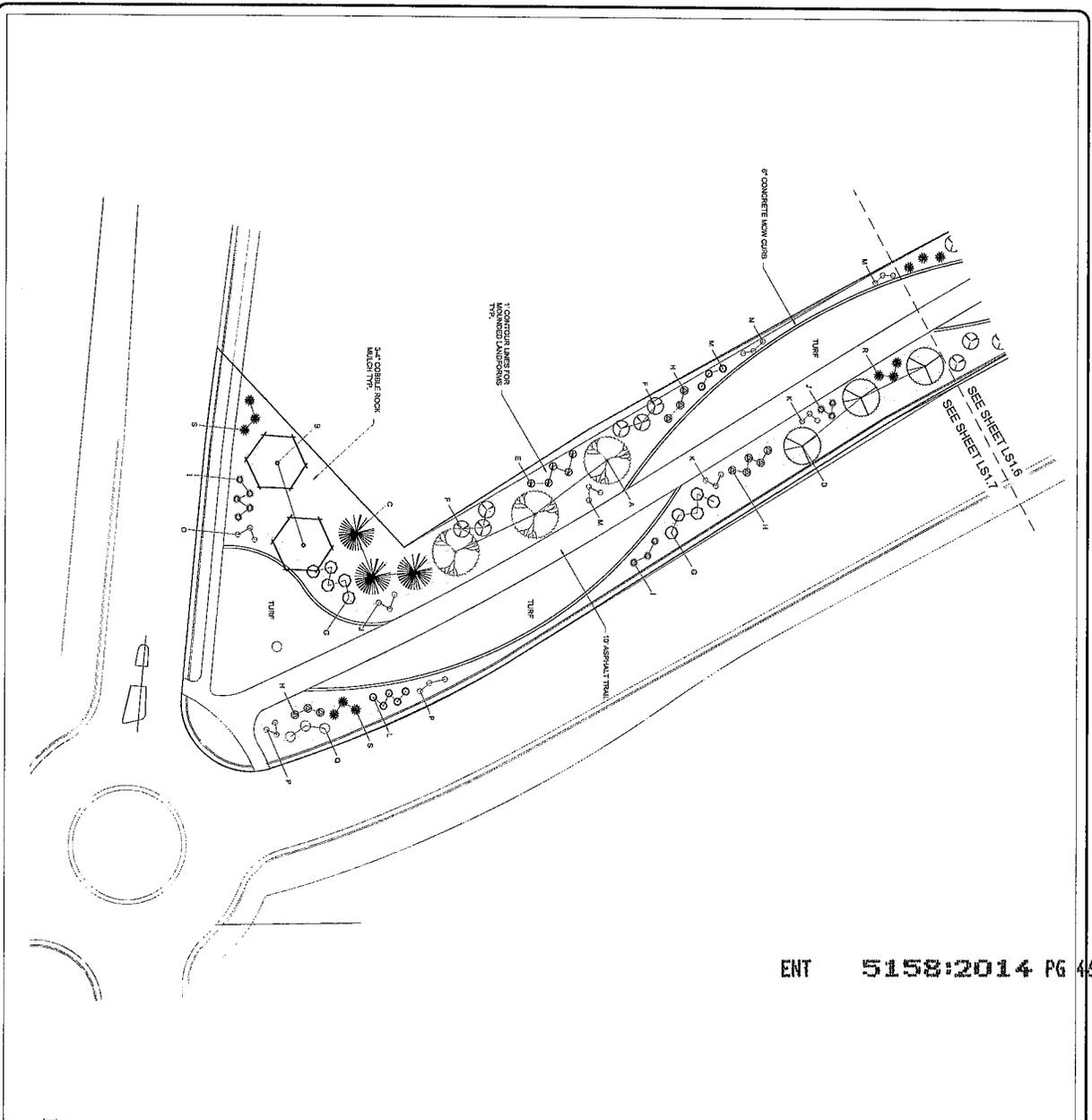
TURF LEGEND

| SYMBOL | BOTANICAL/COMMON NAME | QUANTITY | SIZE |
|--------|-----------------------|-------------|------|
| Q | TURF | 3,000 SQ FT | N/A |
| R | TURF | 3,000 SQ FT | N/A |

- LANDSCAPE NOTES**
1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS, CONDITIONS AND MATERIALS TO BE INSTALLED. IF DISCREPANCIES EXIST IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



| | | | |
|---|--|--|---------------------------|
| ELK RIDGE MEADOWS ELK RIDGE, UTAH COUNTY, UTAH Sheet Number IS 1.6 | PROJECT ENGINEERING CONSULTANTS 986 West 9000 South West Jordan, Utah, 84088 Tel: (801) 485-4244 Fax: (801) 485-4244 www.pec.us.com | PROJECT NUMBER: PU DESIGNED BY: [] CHECKED BY: [] DATE: 05/03/2014 SCALE: AS SHOWN REVISIONS: [] | DATE: [] BY: [] |
| | | | REVISIONS: [] BY: [] |



TREE LEGEND

| SYMBOL | BOTANICAL UNDERCROP NAME | QUANTITY | SIZE |
|----------|----------------------------|----------|-------------|
| (Symbol) | GRAND PRINCIPAL COYAMA NUT | 3 | 12" DIA/18' |
| (Symbol) | GRAND PRINCIPAL COYAMA NUT | 3 | 12" DIA/18' |
| (Symbol) | PRINCIPAL COYAMA NUT | 2 | 12" DIA/18' |
| (Symbol) | PRINCIPAL COYAMA NUT | 3 | 12" DIA/18' |
| (Symbol) | PRINCIPAL COYAMA NUT | 3 | 12" DIA/18' |

SHRUB LEGEND

| SYMBOL | BOTANICAL UNDERCROP NAME | QUANTITY | SIZE |
|----------|----------------------------|----------|------------|
| (Symbol) | SHRUB PRINCIPAL COYAMA NUT | 5 | 3" DIA/18" |
| (Symbol) | SHRUB PRINCIPAL COYAMA NUT | 6 | 3" DIA/18" |
| (Symbol) | SHRUB PRINCIPAL COYAMA NUT | 10 | 3" DIA/18" |
| (Symbol) | SHRUB PRINCIPAL COYAMA NUT | 11 | 3" DIA/18" |

PERENNIAL & GRASS LEGEND

| SYMBOL | BOTANICAL UNDERCROP NAME | QUANTITY | SIZE |
|----------|--------------------------|----------|------------|
| (Symbol) | PERENNIAL UNDERCROP NAME | 11 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 5 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 5 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 3 | 1" DIA/18" |
| (Symbol) | PERENNIAL UNDERCROP NAME | 6 | 1" DIA/18" |

LANDSCAPE NOTES

1. LANDSCAPE CONSTRUCTION IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR RECORD AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
2. PLANT MATERIALS TO BE INSTALLED MUST BE PLANT SPECIES AND SUBSTITUTIONS TO BE APPROVED BY THE ARCHITECT.
3. NEW PLANTING AREAS AND INSTALLATION SHALL BE TO BE APPROVED BY THE ARCHITECT.
4. CALL OUT DIMENSIONS FOR NEW PLANTING AREAS.
5. SCHEDULING, INSTALLATION, AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS AND STANDARDS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

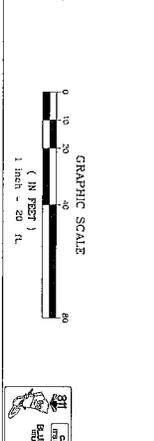
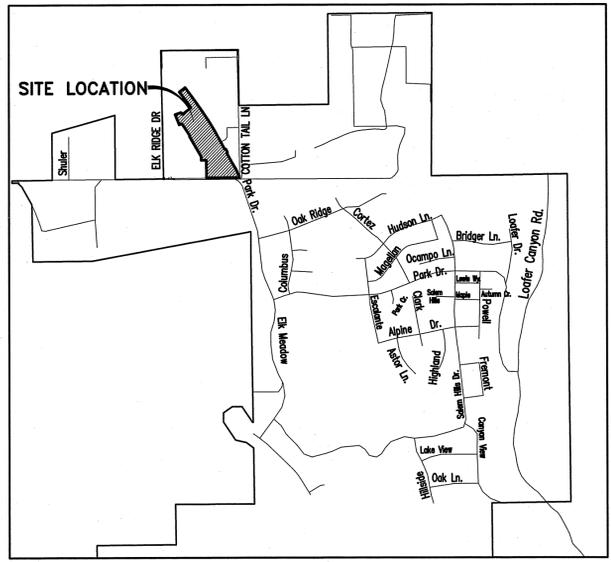
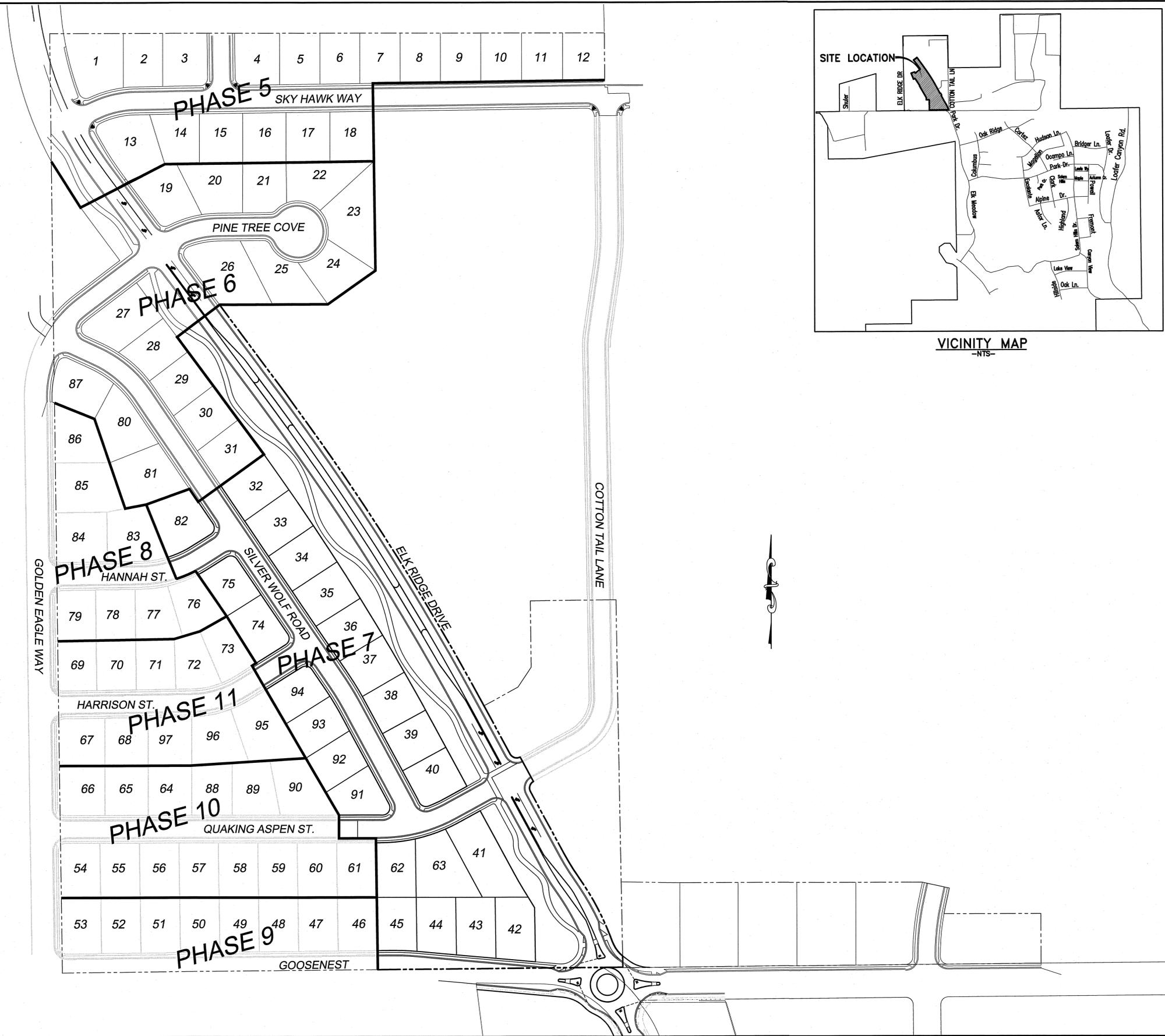


Exhibit "A"

Beginning at a point which is North 0.30 feet and East 33.00 feet from the West Quarter Corner of Section 23, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North $00^{\circ} 45' 33''$ West a distance of 1889.26 feet; thence East a distance of 1127.11 feet; thence South $00^{\circ} 21' 37''$ East a distance of 94.57 feet; thence South $89^{\circ} 14' 27''$ West a distance of 471.50 feet; thence South $00^{\circ} 47' 41''$ East a distance of 375.50 feet; thence South $54^{\circ} 54' 57''$ West a distance of 118.01 feet; thence South $89^{\circ} 43' 33''$ West a distance of 219.85 feet; thence South $36^{\circ} 54' 39''$ East a distance of 218.62 feet; to a point of curvature; thence along an arc of a 5054.00 foot radius curve to the right, 740.99 feet, the chord of which bears South $32^{\circ} 42' 38''$ East for a distance of 740.33 feet; thence South $28^{\circ} 30' 38''$ East a distance of 10.15 feet; thence North $61^{\circ} 29' 22''$ East a distance of 78.51 feet; thence North $33^{\circ} 31' 13''$ East a distance of 48.41 feet; thence North $00^{\circ} 45' 33''$ West a distance of 133.93 feet; thence North $89^{\circ} 14' 27''$ East a distance of 174.00 feet; thence South $01^{\circ} 01' 04''$ East a distance of 741.30 feet; thence along the Quarter Section Line, South $89^{\circ} 29' 14''$ West a distance of 1137.36 feet to the point of beginning.

Exhibit B
Elk Ridge Meadows Phasing Plan
Dated 6-10-2015

DRAFT



VICINITY MAP
-NTS-

SHEET NO.
1

PHASING PLAN
AUGUST 2015
ELK RIDGE, UTAH
COUNTY, UTAH

ELK RIDGE MEADOWS PHASE 7
ATLAS A SINGLE FAMILY DEVELOPMENT
ENGINEERING
L.L.C.

PHONE: 801-655-0566
FAX: 801-655-0109
95 WEST 200 NORTH, #20
SPANISH FORK, UT 84660



| NO. | REVISIONS | BY | DATE |
|-----|-----------|----|------|
| 12 | | | |
| 11 | | | |
| 10 | | | |
| 9 | | | |
| 8 | | | |
| 7 | | | |
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| 4 | | | |
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| 2 | | | |
| 1 | | | |

Z:\2014\14-088 Elk Ridge Meadows\ACADD\FINAL\PHASE 7&8\PHASING PLAN.dwg 10/2/2015 2:28:38 PM MDT

Exhibit C
Park Improvements Costs
Appraisal Report Cover Letter: Gurney and Associates Dated 4/24/2015
Park Improvements Cost Estimate: Arive Homes Dated 8/19/2015

DRAFT

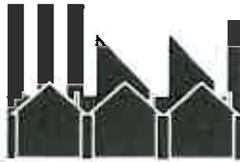
APPRAISAL REPORT

1.94 Acres Residential Land
Appx. 550 West 800 North
Elk Ridge, Utah 84651



GURNEY & ASSOCIATES REAL ESTATE APPRAISERS

Phone: 801.610.9555 • 45 N. 490 W. (Cypress Park) American Fork, Utah 84003 • Fax: 801.763.5992



GURNEY & ASSOCIATES

REAL ESTATE APPRAISERS

Don Gurney
Todd Gurney, MAI
Tyler Gurney

April 24, 2015

Elk Ridge Meadows Development LLC
Attn: Dean Ingram

**RE: 1.94 Acres Residential Land
Appx. 550 West 800 North
Elk Ridge, Utah 84651**

Dear Dean:

At your request, we have performed an appraisal analysis of the above-referenced property. The subject is zoned R-1-12000-PUD Residential; the property is within the overall Elk Ridge Meadows development but doesn't have any entitlements for development. No water shares are included either.

The subject is a portion parcel 30-074-0196 on Utah County records; no legal description was provided, but the subject is identified in the other exhibits of this report. This appraisal provides an estimate of the current as-is market value. The property rights appraised are fee simple.

Based on the results of our analysis, we estimate the as-is market value of the subject property, as of the effective appraisal date (April 24, 2015—date of inspection), is **\$51,500 per acre**, or the following rounded total:

\$100,000

**** ONE HUNDRED THOUSAND DOLLARS ****

This value is contingent upon the Extraordinary Assumptions on page 6 of this report.

Based on our research and analysis, we have concluded that the estimated exposure time to achieve the value estimated herein was approximately six months. The probable marketing time was up to six months as well.

Please find attached the documentation and supportive exhibits that comprise the appraisal report. The appraisal report was prepared in accordance with the Code of Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. This is an *Appraisal Report*.

Please advise if we can be of any further assistance.

Respectfully submitted,



DON GURNEY

Utah State Certified General Appraiser
Certificate 5476828-CG00 Expires 6-30-15



TODD GURNEY, MAI

Utah State Certified General Appraiser
Certificate 5487768-CG00 Expires 7-31-16

File 05315

Attachments:

- Narrative Summary Report
- Location Map
- Elk Ridge Zone Map
- Aerial View
- Parcel Map
- Site Plan
- Current Subject Photos
- Flood Zone Map
- Appraiser Qualifications



Date: 8/19/2015

Elk Ridge Meadows Park

| Custom Options | Price |
|-------------------------------|-------------|
| Concrete (Yards) | \$4,930.00 |
| Concrete Labor | \$2,160.00 |
| Concrete Prep | \$3,600.00 |
| Park Bench | \$355.00 |
| Park Bench | \$355.00 |
| Park Bench | \$355.00 |
| Picnic Table | \$683.00 |
| Picnic Table | \$683.00 |
| Playground Equipment | \$14,803.00 |
| Pavilion | \$15,178.00 |
| Landscaping | \$90,608.00 |
| Playground Installation Costs | \$6,100.00 |
| Site Grade | \$4,966.00 |

Total \$144,776.00



*prices are subject to change without notice.

Exhibit D

Trail Improvements Costs

Trail Construction Cost Estimate: RB Construction Dated **2/??/2015**

Trail Landscaping Cost Estimate: Automated Rain Dated 8/28/2015

DRAFT

Estimate

Automated Rain
 1368 East 1820 South
 Spanish Fork, UT 84660

| Name/Address |
|--|
| Arive Homes 733 N Main St Spanish Fork, Ut 84660 |

| Date | Estimate No. | Project |
|----------|--------------|---------|
| 08/28/15 | 989 | |

| Item | Description | Quantity | Cost | Total |
|---------------------------------|---|----------|--------------|---------------------|
| Mobilization (Culinary) | Elk Ridge Meadows Park Strip Recomend Materials | 1 | 1,900.00 | 1,900.00 |
| Sprinklers, Sod, grade, soil | Sod with minimal top soil, this is estimated depending on sprinkler specifics. | 24,500 | 1.45 | 35,525.00 |
| Trees 1.5" | No pines | 61 | 200.00 | 12,200.00 |
| Landscaping | Trees stakes | 122 | 25.00 | 3,050.00 |
| Drip Irrigation | | 1 | 3,500.00 | 3,500.00 |
| Weed Block | | 51,000 | 0.45 | 22,950.00 |
| Grading | Grade beds for fabric, no soil | 51,000 | 0.10 | 5,100.00 |
| Curbing | Square Curbing - machine poured, not formed. | 2,550 | 3.20 | 8,160.00 |
| Bush 5 Gallon | | 157 | 30.00 | 4,710.00 |
| Flower 1 gallon | | 217 | 11.00 | 2,387.00 |
| Rock Work | Spread rock in beds - the rock will be provided and delivered by Arive Homes | 1 | 37,740.00 | 37,740.00 |
| | | | Total | \$137,222.00 |