

**ARROWHEAD SPRINGS  
MASTER PLAN  
DEVELOPMENT**

**DEVELOPMENT  
AGREEMENT**

## **DEVELOPMENT AGREEMENT FOR THE ARROWHEAD SPRINGS MASTER PLANNED DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the \_\_\_\_\_ day of March, 2018 by and between Ridgepoint Management Group, LLC as developer (hereinafter, Ridgepoint or Developer) and Salem City, (hereinafter City), (together, the "Parties").

### **RECITALS**

A. WHEREAS, Ridgepoint owns interest in approximately 281 acres of property located at approximately 1008 North 1750 West in Salem City (the Property), which Property is more particularly described in Exhibit A. Ridgepoint desires to develop the Property into a master planned project known as Arrowhead Springs; and

B. WHEREAS, the Parties intend to enter into this Agreement to allow Ridgepoint and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Property in accordance with City's Master Planned Zone. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost effective and efficient manner and in accordance with the Salem City General Comprehensive Plan, applicable zoning ordinances, and Construction and Development Standards of City; and

C. WHEREAS, Ridgepoint has assembled a management team, as required by the Master Planned Zone, consisting of Susan Palmer, the owner's representative, Mike Carlton of Wilding Engineering, and Brian Henrie of Northland Design, the landscape architect; and

D. WHEREAS, approval of this agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Salem City ordinances. Ridgepoint expressly acknowledges that nothing in this agreement shall be deemed to relieve Ridgepoint from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by 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;

E. WHEREAS, this document is intended to be amended as the project moves through the approval process,

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### **SECTION I. DEFINITIONS**

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Salem City Municipal Code in effect on the date hereof. In the

event of a conflict in definitions, that definition which provides the most restrictive development latitude shall prevail.

- 1.1 **Buildout** means the completion of all of the development of the Property in accordance with this Agreement.
- 1.2 **City** means Salem City, Utah. In certain contexts, City may mean a representative authorized by position or the City council to make a decision.
- 1.3 **Concept Plan** means the overall plan design for the development, attached hereto as Exhibit A.
- 1.4 **Construction and Development Standards** means the standards adopted by Salem City describing and defining the criteria to be met in developing a subdivision such as Arrowhead Springs.
- 1.5 **Developer** means Ridgepoint Management, LLC. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement may be transferred.
- 1.6 **DRC** means the Salem City Development Review Committee.
- 1.7 **Project Owners** means Ridgepoint Management, LLC. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.
- 1.8 **Project Area** means the property identified on Exhibit A, which is the location of the proposed Arrowhead Springs development.
- 1.9 **Exhibit** means all exhibits or attachments including subsets of exhibits. For example: Exhibit C means and includes Exhibit C1, C2, and C3.

## **SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES**

### **2.1 General Rights and Responsibilities of Developer**

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Project Area, Developer accepts and agrees to comply with the impact, connection, and building fees of City in effect at the time of assessment. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable.

2.1.2 **Construction Mitigation.** Developer shall provide the following measures, all to the reasonable satisfaction of City, to mitigate the impact of construction within Project Area. Developer shall also adhere to the usual construction impact mitigation measures required by City, as

they may be amended from time to time. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

- A. Limits of disturbance, vegetation protection, and the re-vegetation plan for all construction, including construction of public improvements;
- B. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;
- C. Construction traffic routing plan to minimize traffic impacts as approved by City.

**2.1.3 Subsequent Applications Under Future Development Code.** Unless specifically modified herein, or by an addendum hereto, Development Standards existing at the time of each final plat approval, except for the layout and street cross sections, shall be followed for that plat which will be approved as part of the approval of the master planned development.

**2.1.4 Phasing Plan.** The Project is divided into thirty-nine (39) phases numbered 1 - 39. The Phasing Plan for the Property is attached hereto as Exhibit B. Developer shall proceed to develop the phases in an order that is conducive for the installation of utilities and amenities and not necessarily in numeric order. Developer shall provide the infrastructure, open space, or other amenities as noted in the amenities section of this agreement concurrent with construction of the various phases, and specifically as will be set forth in an addendum hereto.

**2.1.5 Vesting.** Developer is vested with the approximate density as shown on the concept plan, attached hereto as Exhibit A. The parties hereto understand and acknowledge that as utility infrastructure needs are more fully identified, street cross sections are more specifically defined, and precise planning is applied to the project, that the ultimate preliminary plat may contain fewer lots and/or living units than shown on the concept, provided that the maximum number of lots and/or living units does not exceed 5.45 units per buildable acre based upon Salem City Municipal Code §§14-12-020(B) and 14-12-030(B). If portions of the property are determined to be unbuildable by reason of wetlands or other adverse site conditions, the maximum number of units will be reduced by the 5.45 units per acre of unbuildable area. Approval of a preliminary plat will vest Developer with the number of lots and/or living units shown on the approved plat and shall remain vested so long as a final plat is approved by the DRC within two years of the most recently approved final plat, unless a State or Federal Agency determines that portions approved are unbuildable.

**2.1.6 Design Guidelines.** General design guidelines shall be followed in the construction of facilities and buildings, unless specific requirements in this agreement require a different standard. Salem City will approve all project design guidelines. In addition, design guidelines will be approved by an addendum hereto with each final plat, providing the specifics for the type of housing being constructed in that plat. Design guidelines will address quality of housing products, both interior and exterior, as well as ensure the quality of all amenities being provided with that plat.

2.1.7 **Master Plan Development Approval.** Developer acknowledges and agrees that the Arrowhead Spring Master Planned Development Concept and Development Agreement will evolve and be amended throughout the approval process. The project must also have a zone change approved by the City Council. The Zone Change must be approved prior to the approval of the preliminary plat.

## 2.2 **General Rights and Responsibilities of City**

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development or zoning.

2.2.2 **Compliance with City and State Requirements and Standards.** Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City and State necessary for approval and recordation of final subdivision plats and site plans for the Property in effect at the time of development approval, or re-approval in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies, and procedures of City.

2.3 **Recording.** City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

## **SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES**

### 3.1 **Municipal Utilities**

#### 3.1.1 **Obligations of Developer.**

3.1.1.1 **Installation and Design Criteria.** City provides the following utilities, which need to be brought to the Project by Developer, at no cost to City: Electric Power, Culinary Water, Pressurized Irrigation Water, Sewer, and Storm Drain. Developer shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including, but not limited to, all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Property. Due to the size of this project, Developer is also required to provide significant capital infrastructure improvements which will likely include but will not be limited to an electrical substation(s) and a water tank(s) in order to provide necessary services to the Project. The size of those facilities will be determined by engineering studies conducted by qualified firms/consultants and approved by City. The specifics of the size and timing of the construction will be addressed in an addendum hereto. The cost of these improvements shall be reimbursed to Developer from impact fees. See Section 3.1.2.2. Utility improvements shall be upsized, if directed by the City Engineer to meet future needs of City utilities. Reimbursement for upsizing is set forth in the next section, under Obligations of City. All facilities necessary to provide adequate utility services installed by Developer to the Project Area, upon acceptance by the City, shall thereafter be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance shall be the responsibility of Developer.

3.1.1.2. **Utility Capacities.** Developer acknowledges and understands that City does not reserve utility or other infrastructure capacity until a final plat is submitted. Developer agrees that it is not vested with utility or infrastructure capacity until a final plat is submitted and that City may decline to approve any plat submitted if it determines that capacities do not exist. Developer acknowledges and understands that utility and infrastructure capacity is determined on a first come basis, based upon the submission of a final plat. Notwithstanding the foregoing, Developer has provided, with this Project, significant infrastructure. Developer is vested with capacity in those project specific facilities constructed in conjunction with and for the Arrowhead Springs Development Project.

3.1.1.3 **Easements.** Developer shall obtain and grant to City, at no cost to City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Property, as City determines to be necessary to adequately and properly serve the Property.

3.1.1.4 **Master Plan Utility Infrastructure Sizing.** Developer shall design, build and dedicate to City the utility infrastructure according to utility master plans and City Construction and Development Standards.

3.1.1.5 **Satisfaction of Water Rights Requirement.** Developer hereby acknowledges that it has read and is familiar with Salem City Municipal Code §13-2-110 and hereby agrees that prior to recording of a final plat it shall dedicate water rights, or cash for approved water projects, to City, or otherwise comply with the provisions of the City Code. Developer and the engineer for City will work together to determine the amount of outdoor water to be transferred to meet the needs of the townhomes, condominium, and senior living units. If the standard for the amount of water changes, either up or down, Developer will transfer the amount of water required by the standard in effect at the time of final plat approval. The amount of residential equivalent uses for the outdoor use will be calculated by the City Engineer and Developer notified prior to recordation of any final plat. City shall not be required to approve any plat, or issue any building permit, until the requirements of the referenced ordinance are fully satisfied. To the extent that water rights are transferred to City prior to plat approval, a credit for the water rights shall be granted when the applicable lots are approved. Water dedication agreements are acceptable for Strawberry Water in lieu of actual transfer. Cash in lieu of water transfers are acceptable only if City accepts cash in lieu at the time a transfer is required.

### 3.1.2 **Obligations of City.**

3.1.2.1 **City Service Obligations.** Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.5), and payment of any applicable fees by Developer, City shall provide all of the Property served by such infrastructure with utility service at a level generally provided to other areas of the City.

#### 3.1.2.2 **Reimbursement.**

A. The cost of the culinary water, pressurized irrigation water, electric power, sewer, storm drain,

or transportation infrastructure, except as set forth hereafter, shall be borne by Developer without reimbursement. Reimbursement for the electrical substation(s), water tank(s), and other over-sized infrastructure shall be reimbursed from impact fees. An impact fee reimbursement agreement shall be executed between the parties when the substation and tank are built and the actual cost is known. Reimbursement for the costs incurred for other utilities to bring them to the Project, above the minimum line sizes required by the City Engineer to service the Property, shall be made to Developer. The minimum sizes required to service the Property will be determined by the City Engineer at the time of final plat approval, when all grades, elevations, and other factors which affect size are fully known. These reimbursements shall come from impact fees or connector's agreements. A separate agreement shall be entered when the actual cost of those improvements is known. City has the sole discretion to determine the method and timing of reimbursements from impact fee accounts, which will be detailed in the separate agreement. The separate agreement shall commence payments within one year of its approval, and provide for either quarterly or annual payments. Reimbursement shall be on a pro-rata basis, based upon the impact fee analysis for the applicable utility, and as determined by the City Engineer.

B. In addition to the reimbursements to be made from impact fees, as set forth in paragraph A, Developer shall be entitled to connector's agreements consistent with City's ordinances and policies concerning connector's agreements.

### **3.2 Amenities and Other Improvements**

**3.2.1 Developer Obligations.** Developer agrees to provide the following amenities.

**3.2.1.1 Street Dedication and Improvements.** Developer agrees to dedicate adequate property for multiple street widths throughout the development, based on City's Construction and Development Standards and street cross-sections, and to complete the street improvements when those phases are constructed. Streets will be determined to be public or private in the townhome and condominium areas by an addendum hereto. Driveways and parking areas in the townhome and senior living phases are private, but shall be constructed during the phase they are located in. All private and public streets will be constructed to Salem City Construction and Development Standards. Developer shall dedicate sufficient property to widen Salem Boulevard/Elk Ridge Boulevard rights-of-way, as determined by Salem City and Utah County, as the case may be, and to complete those improvements during the first phase to which they are adjacent to. The cross-sections shown in Exhibit G and in the packet of exhibits are conceptual and actual cross-sections will be determined during the preliminary/final plat approval. Some off-site street improvements will be required to provide safe ingress and egress from the Project to provide a minimum of twenty-four (24) feet of adequate asphalt. These areas will be identified with the final plats and an addendum added to address which streets and what standards are to be met, as well as the timeline for completion. Additional off-site road improvements may be required as per traffic study recommendations performed by qualified consultants and approved by Salem City. All costs associated with traffic studies or off-site improvements will be borne by developer.

**3.2.1.2 Access, Easements, and Maintenance.** The interior parking areas and

access thereto shall be private. Developer shall create a home owner's association, or other similar entity, to maintain, repair, and replace such areas. Developer shall grant a public utility easement around the perimeter of the Property and through the Property, as deemed necessary by the City Engineer. City will be responsible for maintenance of water and sewer main lines. The HOA will be responsible for maintenance of water and sewer lateral lines.

**3.2.1.3 Amenities.** Developer will provide approximately 98.9 acres of landscaped open space, which includes areas located within park strip planters and trails in the streets rights-of-way, as shown on the concept plan attached hereto as Exhibit A. Developer will complete a project wide detailed landscape plan, which must be approved by City. The condominiums, townhomes, and senior living units shall be fully landscaped, in a manner consistent with a landscape plan to be approved with each final plat. Complete landscaping, consistent with the approved landscape plan, shall be completed within each phase as shown on the phasing plan, attached as Exhibit B. All landscaping is to include hydro-seed grass or sod with automatic sprinklers and trees and shrubs as shown on the approved landscape plan. In addition to the landscaped open space, Developer will provide a diamond baseball/softball and soccer complex, as shown on Exhibit F. The complex will include a central announcer's booth/concession stand, pickle ball courts, splash pad, and tot lots, as shown on Exhibit F. Developer will donate the land, but will be reimbursed for the cost of other improvements from recreation impact fees. The phasing of the recreational amenities shall be established by an addendum hereto. Reimbursement shall be made when all expenses have been incurred and will be based on a reimbursement agreement consistent with the process described herein for utilities.

Developer shall provide a minimum of 125 non-age restricted, single family lots. Lot sizes may vary but will average 10,000 square feet with an average public street frontage of 80 feet.

Developer shall provide senior living units for those aged 55 and older in three styles. The first style is a cottage style single family residence consisting of 149 units as shown on the concept plan. The second style is attached senior living stacked units that are grouped in four buildings with an average of forty-one units each, as shown on the concept plan. The third style is attached Four Plex senior living units, that are grouped in fifty-nine (59) buildings of four units each, as shown on the concept plan. The exact layout and number of units will be established with the preliminary plat. The Senior Living cottage style single family residences, stacked living units, and Four Plex units shall have the floor plan, exterior materials, style, and exterior elevations, as shown on Exhibit E.

The cottage style senior living units will have fully landscaped yards. The detail landscaping plan will be approved by an addendum hereto. The exterior elevations shall be a maintenance free, hard surface material (brick, rock, stucco, hardi-plank, or their equivalents as determined by the DRC). Amenities will be detailed in an addendum hereto, but will consist of such things as pickleball courts, putting greens, exercise rooms, theater room, library, activity rooms, etc. Developer shall provide two (2) off-street parking spaces for each residential unit. Parking spaces within enclosed garages are counted as part of the two (2) required spaces. Developer will provide additional off-street parking at the rate of one and one half (1 ½) parking stalls for every two (2) dwelling units.

The four-plex senior living units will have fully landscaped yards. The detail landscaping plan will be



approved by an addendum hereto. The exterior elevations shall be a maintenance free, hard surface material (brick, rock, stucco, hardi-plank, or their equivalents as determined by the DRC). Amenities will be shared with the cottage style senior living units. Developer shall provide two (2) off-street parking spaces for each residential unit. Parking spaces within enclosed garages are counted as part of the two (2) required spaces. Developer will provide additional off-street parking at the rate of one and one half (1 ½) parking stalls for every two (2) dwelling units.

The attached senior living stacked units will have fully landscaped common areas. The detail landscaping plan will be approved by an addendum hereto. A home owners association will be created that will have enforcement obligations to see that the landscaping plan is followed after initial inspection and acceptance by City. The exterior elevations shall be a hard surface material (brick, rock, stucco, hardi-plank, or their equivalents as determined by the DRC). Amenities will be detailed in an addendum hereto, but will include such things as a food preparation area, exercise room, theater room, library, activities room, etc. Developer shall provide two (2) off-street parking spaces for each residential unit.

Developer may construct up to 37 buildings of rear loaded townhome units, consisting of five to eight living units each, up to a maximum of 330 living units, as shown on the elevation plan (Exhibit C). Open space and common areas will be provided, as shown on the elevation plan (Exhibit C) and as detailed in an addendum hereto. A detail landscaping plan for the common areas will be approved by an addendum hereto. A home owners association will be created that will have enforcement obligations to see that the landscaping plan is followed after initial inspection and acceptance by City. When the preliminary plat is approved, the parties acknowledge the number of units may be modified. The townhomes shall have two car garages which enter from the rear. The townhomes will have a full hard surface front on all of the units, such as brick, stucco, hardi-plank, or rock, with pop outs, bay windows, and off-setting rooflines, or their equivalents as determined by the DRC. Shingles are to be architectural grade, asphalt shingles. The design and elevations will be detailed by an addendum hereto. Developer shall provide two (2) off-street parking spaces for each residential unit. Parking spaces within enclosed garages are counted as part of the two (2) required spaces. Developer will provide additional off-street parking at the rate of one and one half (1 ½) parking stalls for every two (2) dwelling units. All parking spaces are to have an asphalt or concrete surface. Parking areas will be constructed during the phase in which they are located. Developer agrees to provide amenities such as tot-lots, covered and uncovered seating areas, picnic areas as approved by Salem City.

Developer may construct up to 52 buildings of condominium units, consisting of up to three stories with ten living units each, up to a maximum of 520 units, as shown on the elevation plan (Exhibit D). Open space and common areas will be provided, as shown on the elevation plan (Exhibit D) and as detailed in an addendum hereto. A detail landscaping plan for the common areas will be approved by an addendum hereto. A home owners association will be created that will have enforcement obligations to see that the landscaping plan is followed after initial inspection and acceptance by City. When the preliminary plat is approved, the parties acknowledge the number of units may be modified. The condominiums shall have one car garages. The condominiums will have a full hard surface front on all of the units, such as brick, stucco, hardi-plank, or rock, with pop outs, bay windows, and off-setting rooflines, or their equivalents as determined by the DRC. Shingles are to be architectural grade, asphalt shingles. The design and elevations will be detailed by an addendum hereto. Developer shall provide two (2) off-street

parking spaces for each residential unit. Parking spaces within enclosed garages are counted as part of the two (2) required spaces. Developer will provide additional off-street parking at the rate of one and one half (1 ½) parking stalls for every two (2) dwelling units. All parking spaces are to have an asphalt or concrete surface. Parking areas will be constructed during the phase in which they are located. Developer agrees to provide amenities such as tot-lots, covered and uncovered seating areas, picnic areas, etc. as approved by Salem City.

All phases that have street cross-sections narrower than sixty-six (66) feet, or that are private streets, shall show snow removal and storage areas. An addendum to this Agreement shall provide the detail about how that is designed to function and provide for recordation of notices to preserve those areas.

Trails will be constructed throughout the Project. The trails are to be asphalted and meet the City standard for width and depth of asphalt. Trails within phases shall be constructed with that phase. Trails are to have lighting in the locations approved by City during final plat approval. Details for the location of the various trails will be set forth in an addendum hereto.

A recreation complex covering 52.2 acres and containing five base/softball fields, six soccer fields, pickleball courts, horseshoe pits, a pergola(s), a water feature (splash pad), three tot lots, tennis courts, pavilions, 400 parking stalls, and landscaping as shown on the concept plan. The open areas within the recreation complex shall be landscaped with trees and shrubs, have automatic sprinklers installed, be hydro-seeded, and have a minimum of twenty-four park benches located thereon. The specific details of these amenities, together with a phasing plan for the recreation center, will be set forth in an addendum hereto. Developer will donate the land and install the improvements. Developer will be reimbursed for the improvements from recreation impact fees. A separate reimbursement agreement will be executed when the improvements are installed and the actual cost of reimbursement is known. Prior to final approval of the preliminary plat, the Parties will agree to a phasing schedule for the construction of the recreation complex that will ensure the complex is constructed in a timely and economically viable manner.

A masonry/decorative wall/fence is to be constructed along main streets. Developer and City will work together to determine where the wall/fence will be constructed. The specifications for the wall will be set forth in an addendum hereto.

Developer has reserved one half acre for an electric sub-station, three quarters acre for recreation vehicle parking for the 55+ residents, and three acres for public storage units adjacent to 2200 West, across from City's planned sewer plant for storage units for public use and for the residents of the multi-family and senior housing units within the Project, which facilities shall be constructed within 36 months from approval of the first final plat. The storage area is required to be walled off from the residential uses within the Project with a masonry wall, have a gated entrance onto 2200 West, provide a driveway length which prevents backing onto public streets while waiting to gain access through the security gate, and provide landscaping between it and the street. A detailed landscape and elevations plan will be set forth in an addendum hereto.

## SECTION IV. GENERAL PROVISIONS

4.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Future lot owners in the Project are not third-party beneficiaries of this Agreement.

4.2 **Transfer of Property.** Developer shall have the right, with City's consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof, except as specifically set forth below. City may not unreasonably withhold its consent to such assignment. Developer shall provide written notice of any proposed or completed assignment or transfer. Unless City objects in writing within thirty (30) days, City shall be deemed to have approved of and consented to the assignment. In the event of an assignment, the transferee shall succeed to all of Developer's rights and obligations under this Agreement.

4.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Arrowhead Springs project is a private development; (ii) City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership among City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship.

4.4 **Consent.** In the event this Agreement provides for consent from City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing, in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

4.5 **Legal Challenges.** In the event that any third person challenges this Agreement or the development contemplated herein, Developer agrees to accept responsibility for all legal fees, including attorney's fees, expert witness expenses, and/or court costs incurred by City in defending this Agreement. City shall not be required to make any impact fee reimbursements contemplated herein if the source of impact fee funds for such reimbursements are held invalid, illegal, void, or otherwise unenforceable.

## SECTION V. MISCELLANEOUS

5.1 **Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

5.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

5.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

5.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

5.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

5.6 **Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned by the Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

5.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

5.8 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

5.9 **Attorney's Fees.** If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit is filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

5.10 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be

sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City, to:

Salem City  
Attn: Mayor  
30 W. 100 S.  
P.O. Box 901  
Salem, Utah 84653

With a copy to:  
S. Junior Baker  
Salem City Attorney  
40 S. Main  
Spanish Fork, Utah 84660

If to Developer, to:

Ridgepoint Management Group, LLC  
Attn: Brad Jensen  
947 S. 500 E. #100  
American Fork, Ut 84003

With a copy to:  
Matt Crane  
947 S. 500E., #100  
American Fork, Utah 84003

5.11 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Overall Concept Plan
Exhibit B	Phasing Plan
Exhibit C	Townhome Elevation (rendering/pictures)
Exhibit D	Condominium Elevation (rendering/pictures)
Exhibit E	55 and Older Cottage, Stacked Units, and Four-Plex Home Elevation (rendering/pictures)
Exhibit F	Recreation Complex Concept (rendering/pictures)
Exhibit G	Street Concept Plan

IN WITNESS WHEREOF, this Agreement has been executed by the Developer, by persons duly authorized to execute the same, and by Salem City, acting by and through its City Council, as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

**SALEM CITY** by:

Kurt L. Christensen, Mayor

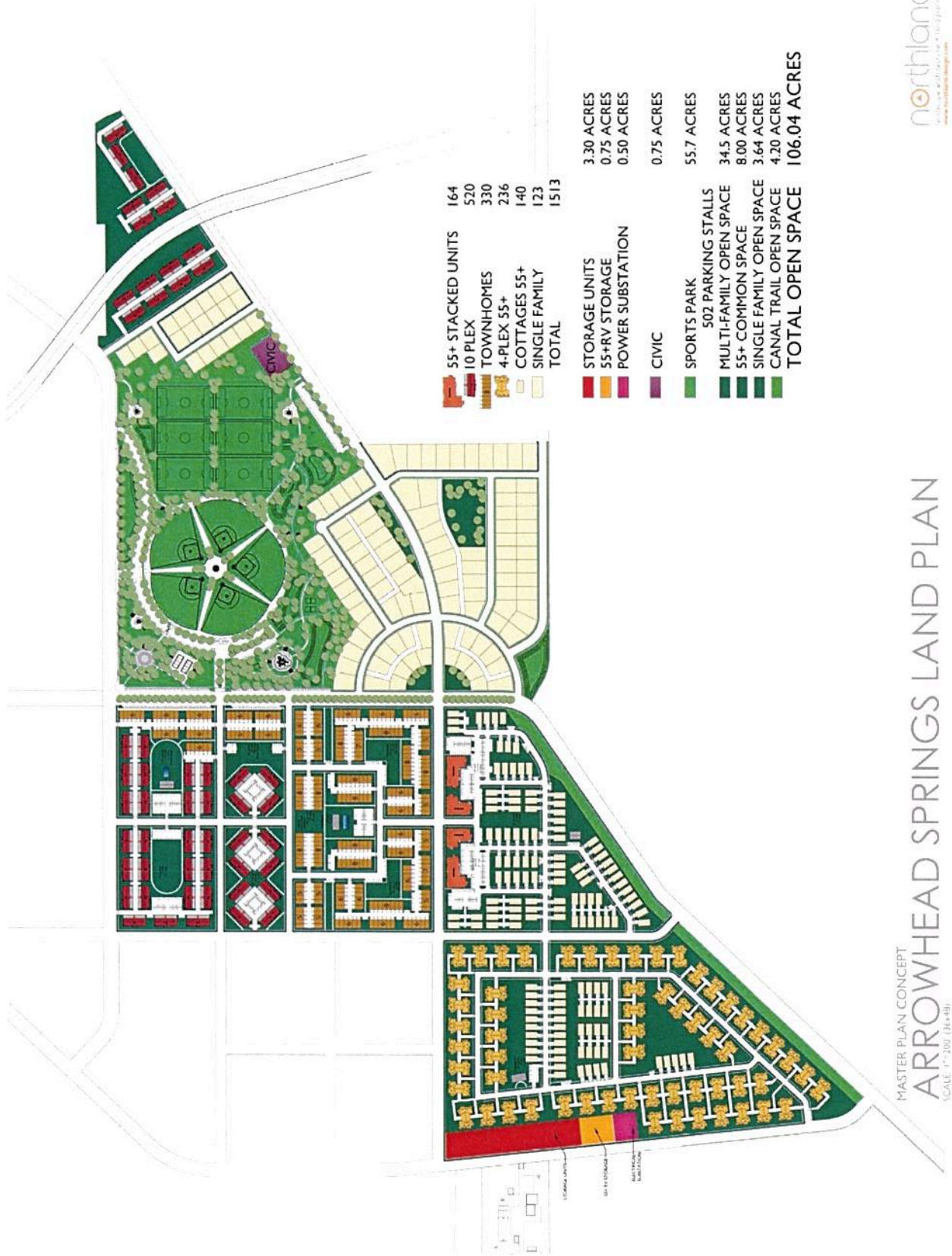
Attest:

Jeffrey D. Nielson, City Recorder

**RIDGEPOINT MANAGEMENT GROUP, LLC** by:

Brad Jensen, Manager

**Exhibit A**  
**Overall Concept Plan**



MASTER PLAN CONCEPT  
**ARROWHEAD SPRINGS LAND PLAN**  
 (SCALE: 1"=200' (8x=48))



**Exhibit B**  
**Phasing Plan**

# ARROWHEAD SPRINGS PHASING PLAN

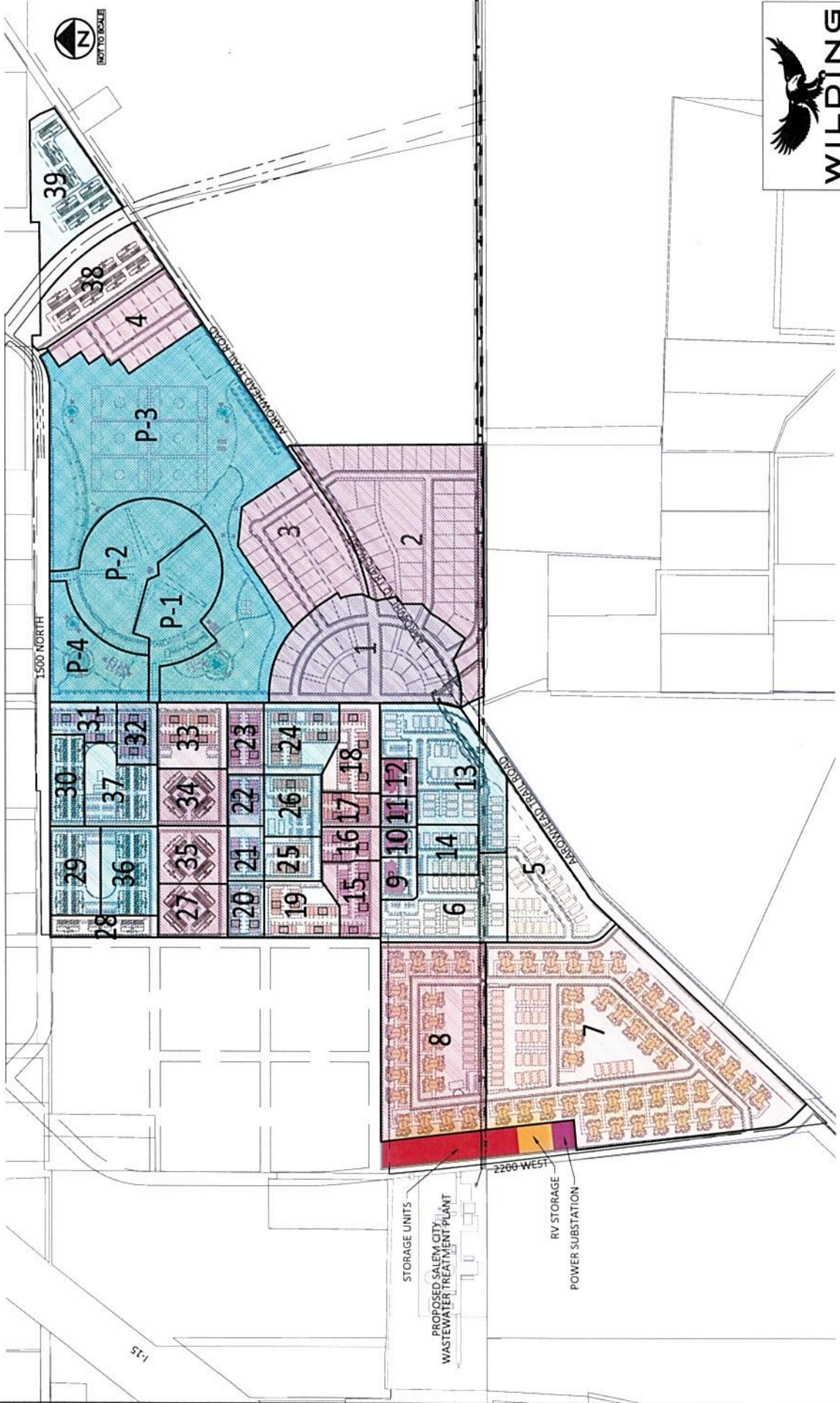
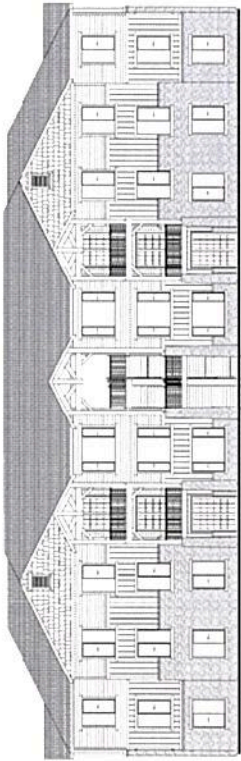


Exhibit C

Townhome Elevation (rendering/pictures)

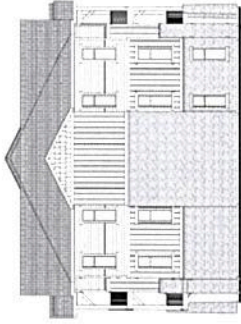
# TOWNHOMES





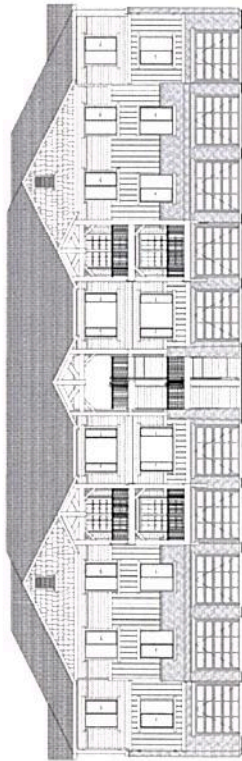
3<sup>RD</sup> FLOOR  
2<sup>ND</sup> FLOOR  
1<sup>ST</sup> FLOOR  
FOOTING

2 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



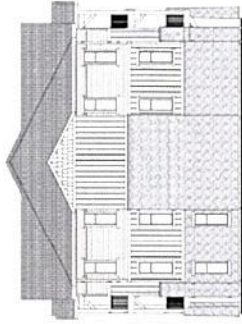
3<sup>RD</sup> FLOOR  
2<sup>ND</sup> FLOOR  
1<sup>ST</sup> FLOOR  
FOOTING

1 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

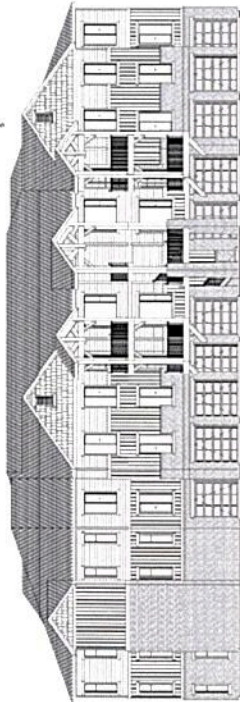


3<sup>RD</sup> FLOOR  
2<sup>ND</sup> FLOOR  
1<sup>ST</sup> FLOOR  
FOOTING

4 WEST ELEVATION  
SCALE: 1/4" = 1'-0"

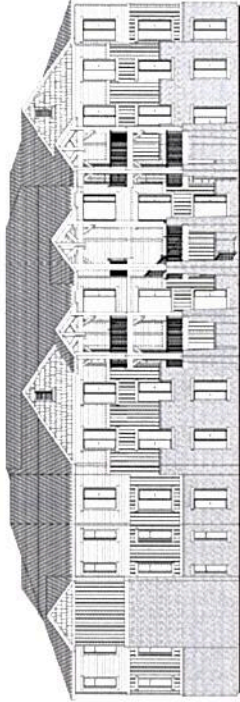


3 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



3<sup>RD</sup> FLOOR  
2<sup>ND</sup> FLOOR  
1<sup>ST</sup> FLOOR  
FOOTING

6 NORTHWEST ELEVATION  
SCALE: 1/4" = 1'-0"

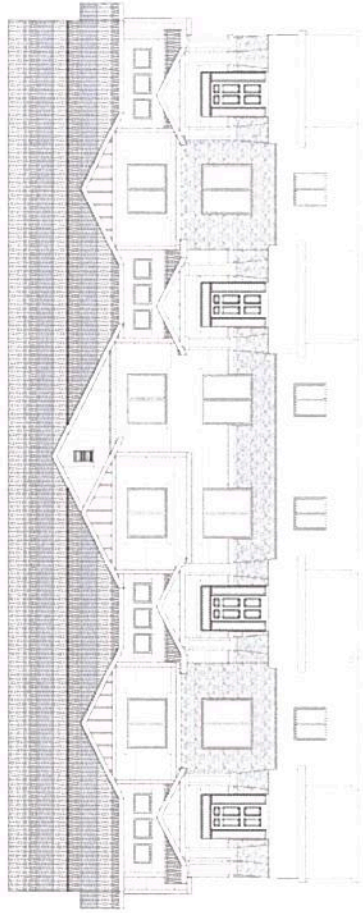


3<sup>RD</sup> FLOOR  
2<sup>ND</sup> FLOOR  
1<sup>ST</sup> FLOOR  
FOOTING

5 SOUTHEAST ELEVATION  
SCALE: 1/4" = 1'-0"

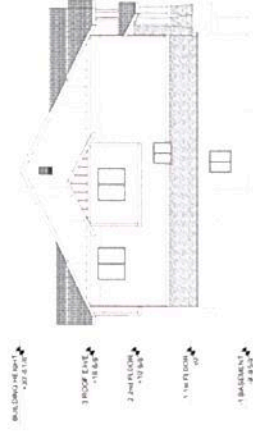
# Townhome Elevations

CONCEPTUAL ELEVATIONS  
12/11/2017



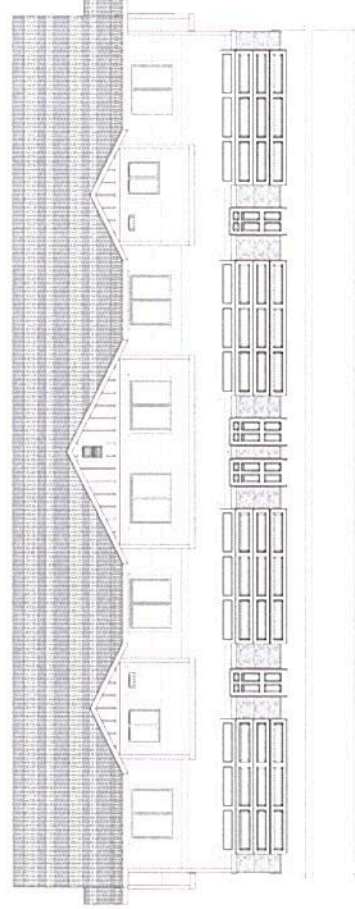
- 3 ROOF EAVE 18'-0.00"
- 2 2ND FLOOR 11'-0.00"
- 1 1ST FLOOR 10'-0.00"
- 1 BASEMENT 8'-0.00"

1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



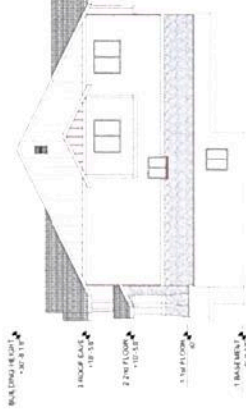
- 3 ROOF EAVE 18'-0.00"
- 2 2ND FLOOR 11'-0.00"
- 1 1ST FLOOR 10'-0.00"
- 1 BASEMENT 8'-0.00"

2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



- 4 MAX BUILDING HEIGHT 32'-0.00"
- 3 ROOF EAVE 18'-0.00"
- 2 2ND FLOOR 11'-0.00"
- 1 1ST FLOOR 10'-0.00"
- 1 BASEMENT 8'-0.00"

4 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



- 3 ROOF EAVE 18'-0.00"
- 2 2ND FLOOR 11'-0.00"
- 1 1ST FLOOR 10'-0.00"
- 1 BASEMENT 8'-0.00"

3 EAST ELEVATION  
SCALE: 1/8" = 1'-0"

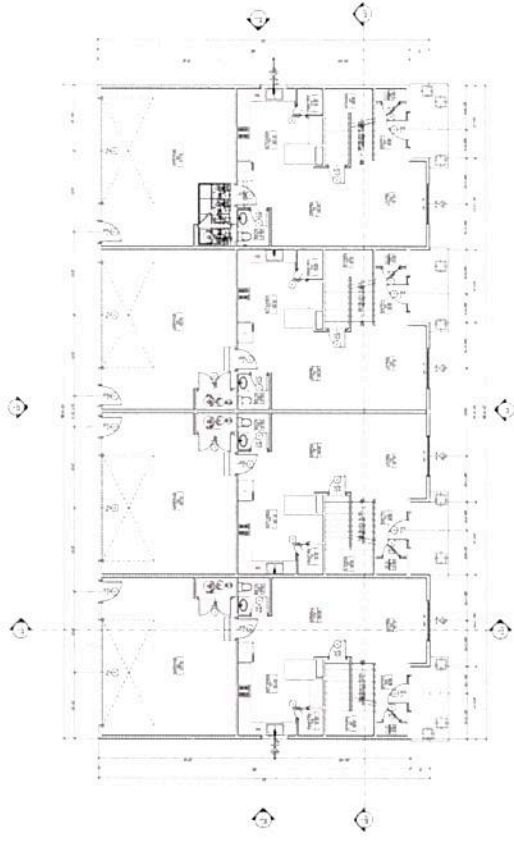
**DEIV** ARCHITECTURE & DESIGN  
201 S. MAIN ST.  
WALKERS CREEK, UT 84087  
P 801.643.8122

**SAWMILL TOWNHOMES**  
HEBER CITY, UTAH

RIDGE POINT MANAGEMENT GROUP  
AMERICAN FORK, UTAH

CONCEPTUAL ELEVATIONS  
12/11/2017  
**A-2.1**

# Townhome Floorplans



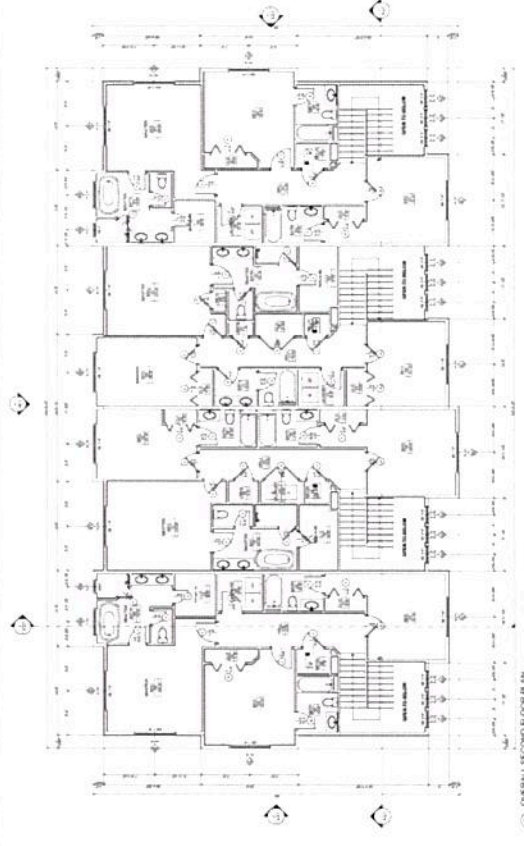
1st FLOOR

1111 1st FLOOR UNIT 1111 OF 1111 UNITS  
 1111 1st FLOOR UNIT 1111 OF 1111 UNITS  
 1111 1st FLOOR UNIT 1111 OF 1111 UNITS

SAWYER TOWNHOMES

1111 1st FLOOR UNIT 1111 OF 1111 UNITS

A-2.3



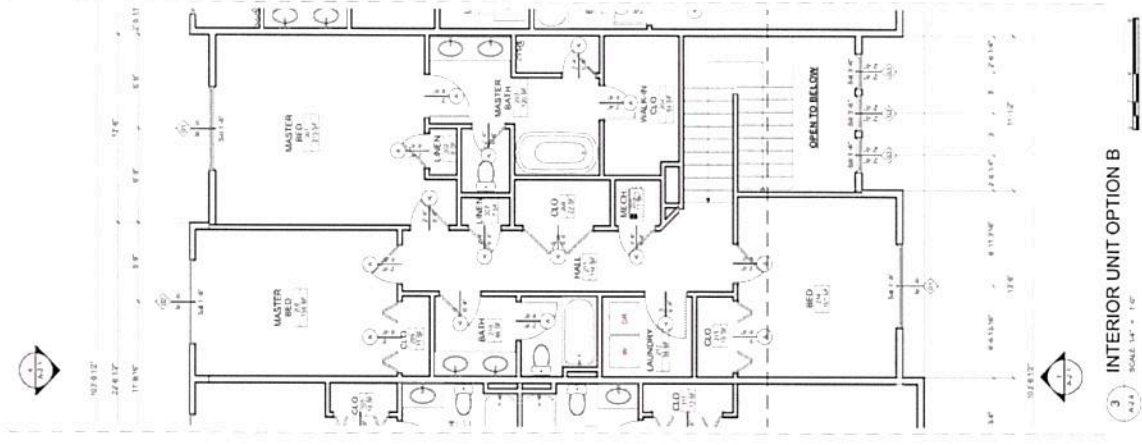
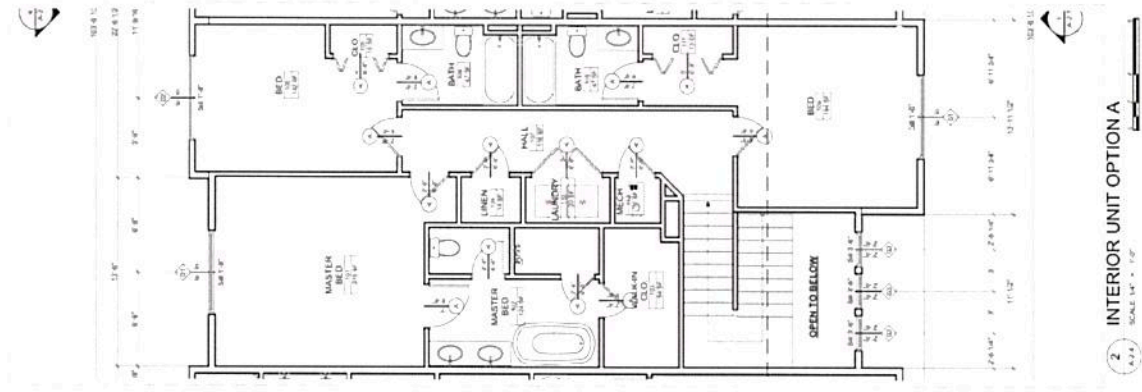
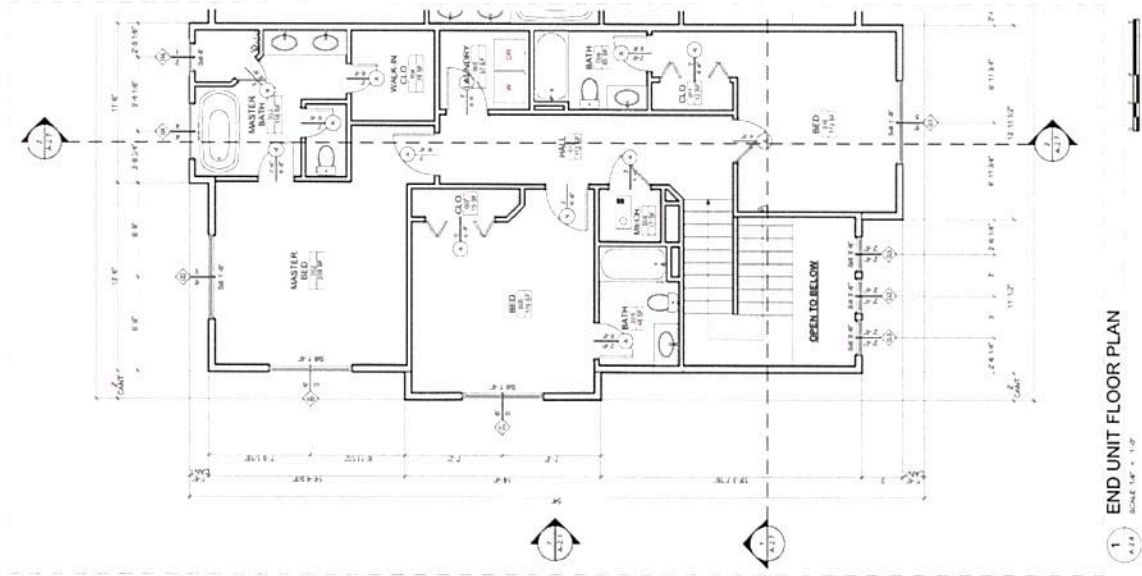
2nd FLOOR

1111 2nd FLOOR UNIT 1111 OF 1111 UNITS  
 1111 2nd FLOOR UNIT 1111 OF 1111 UNITS  
 1111 2nd FLOOR UNIT 1111 OF 1111 UNITS

SAWYER TOWNHOMES

1111 2nd FLOOR UNIT 1111 OF 1111 UNITS

A-2.5

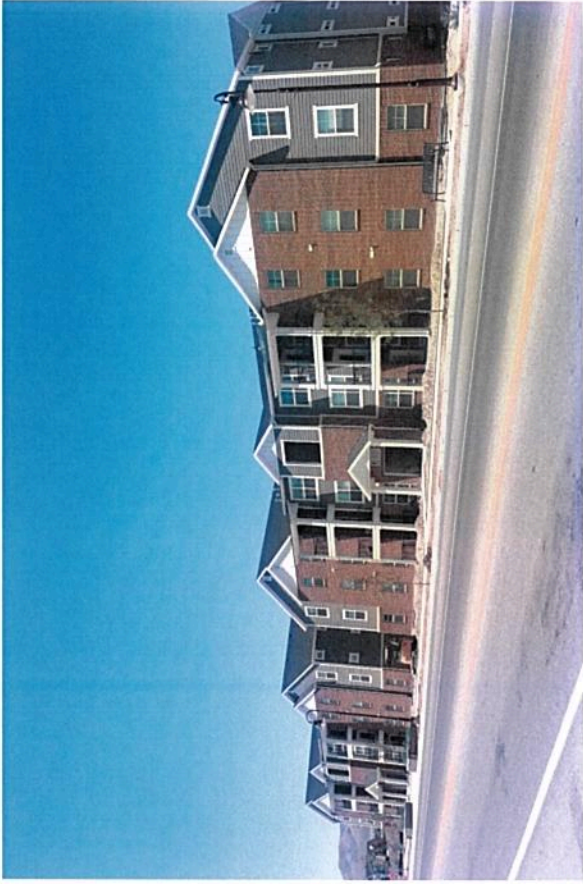




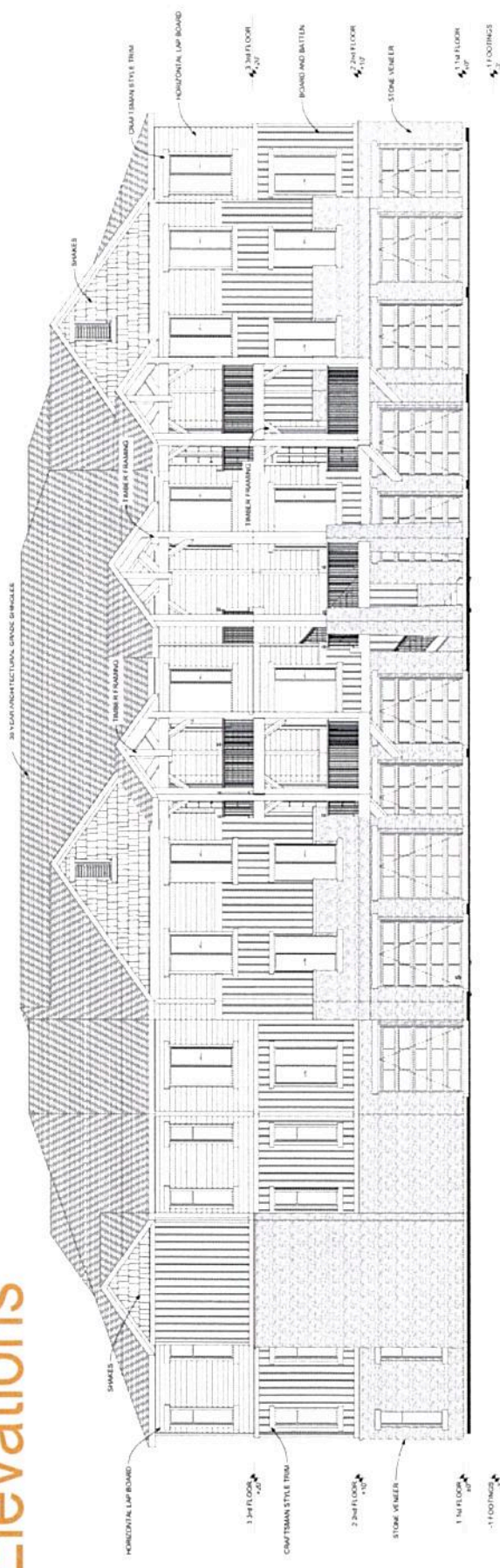
**Exhibit D**

**Condominium Elevation (rendering/pictures)**

# 10-Plex CONDOMINIUMS



# 10 Plex Elevations

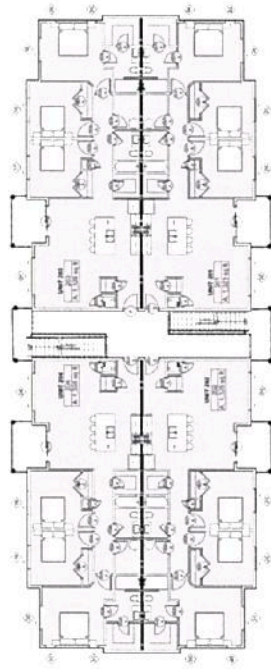


1 DETAILED ELEVATION  
SCALE: 1/4" = 1'-0"

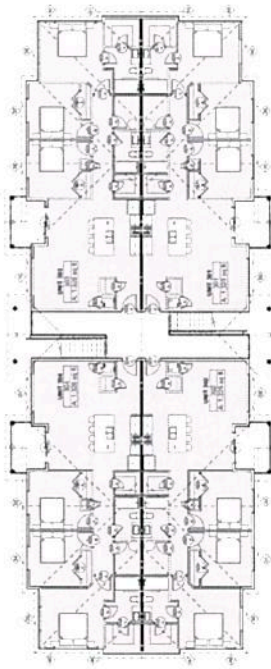
# 10 Plex Floorplans



1 1st FLOOR  
10 Units



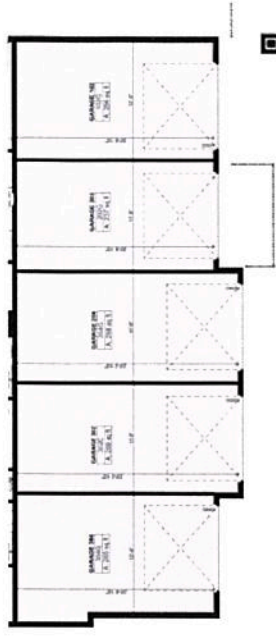
2 2nd FLOOR  
10 Units



3 3rd FLOOR  
10 Units



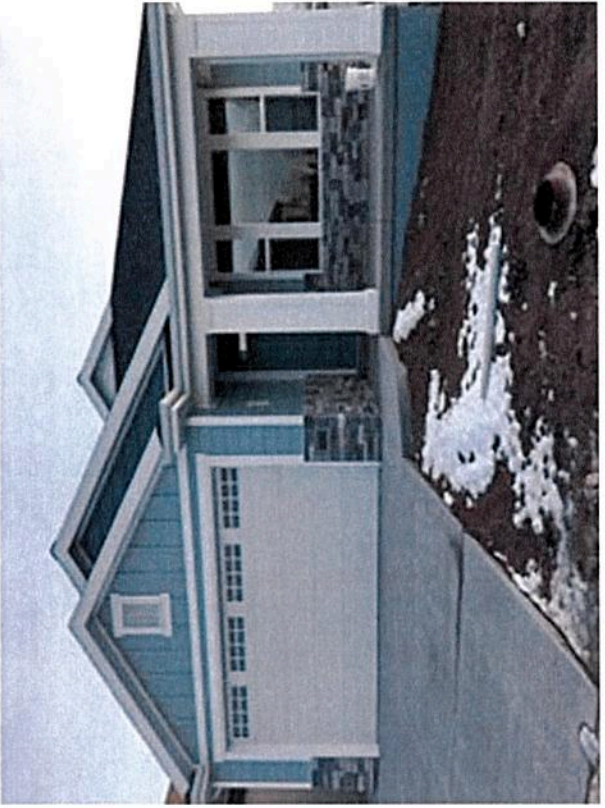
4 UNIT PLAN  
10 Units



5 GARAGES  
4 Units

Exhibit E

55+ Cottage, Stacked Units, and Four Plex Elevation (rendering/pictures)

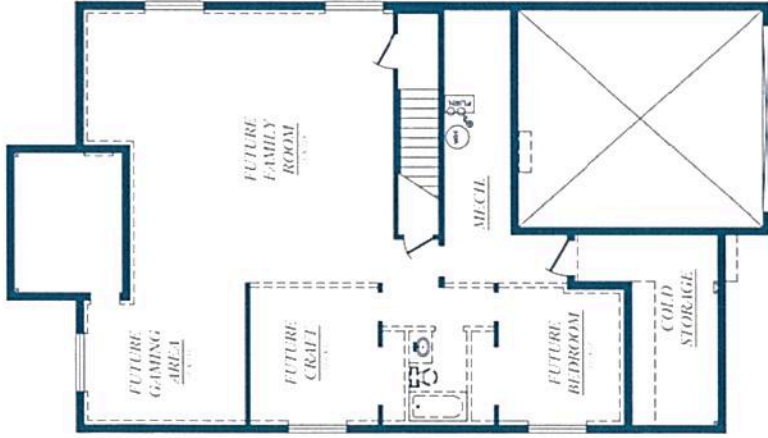


# Cottages Floorplans

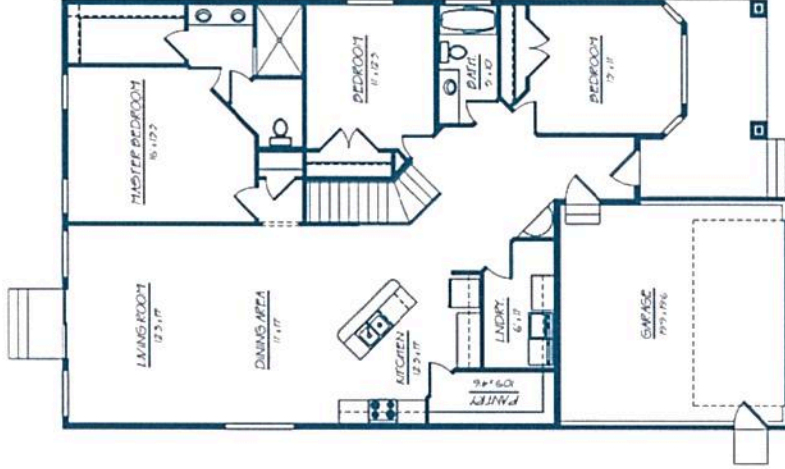
Main 1545 ft<sup>2</sup>



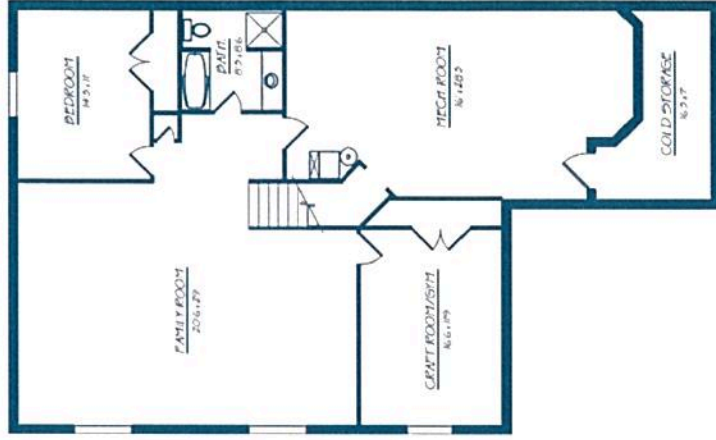
Optional Basement 1705 ft<sup>2</sup>



Main 1759 ft<sup>2</sup>



Optional Basement 1909 ft<sup>2</sup>

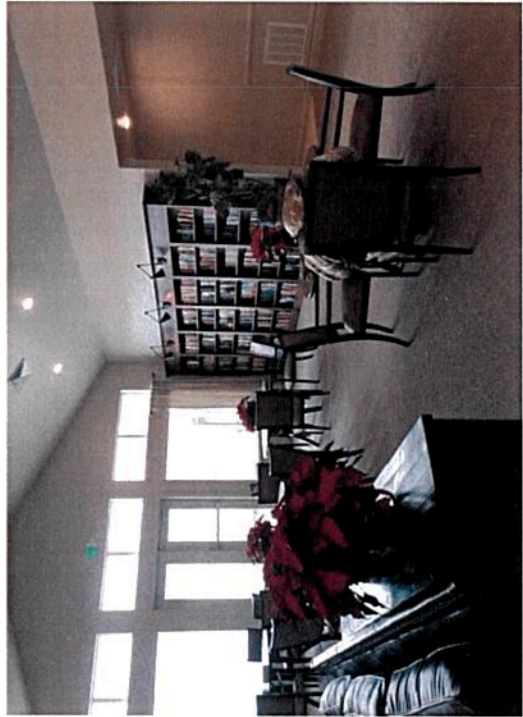




Exterior Materials Summary:  
Senior Housing (Units)

Roof  
Soffit and Fascia  
Lap Siding  
(Hardy Board Type)  
Windows  
Masonry  
Accents/Columns  
Rails  
Exterior Doors

Architectural Shingle; False Chimney Caps to soften roof line  
Aluminum  
Synthetic in the Vertical and Horizontal "Cedar" Shingle Siding Synthetic  
Vinyl; sliding glass doors with false Inlittie Balconies per plan  
Synthetic Stone and Brick  
Steel and Stone  
Iron  
Metal and glass storefront doors

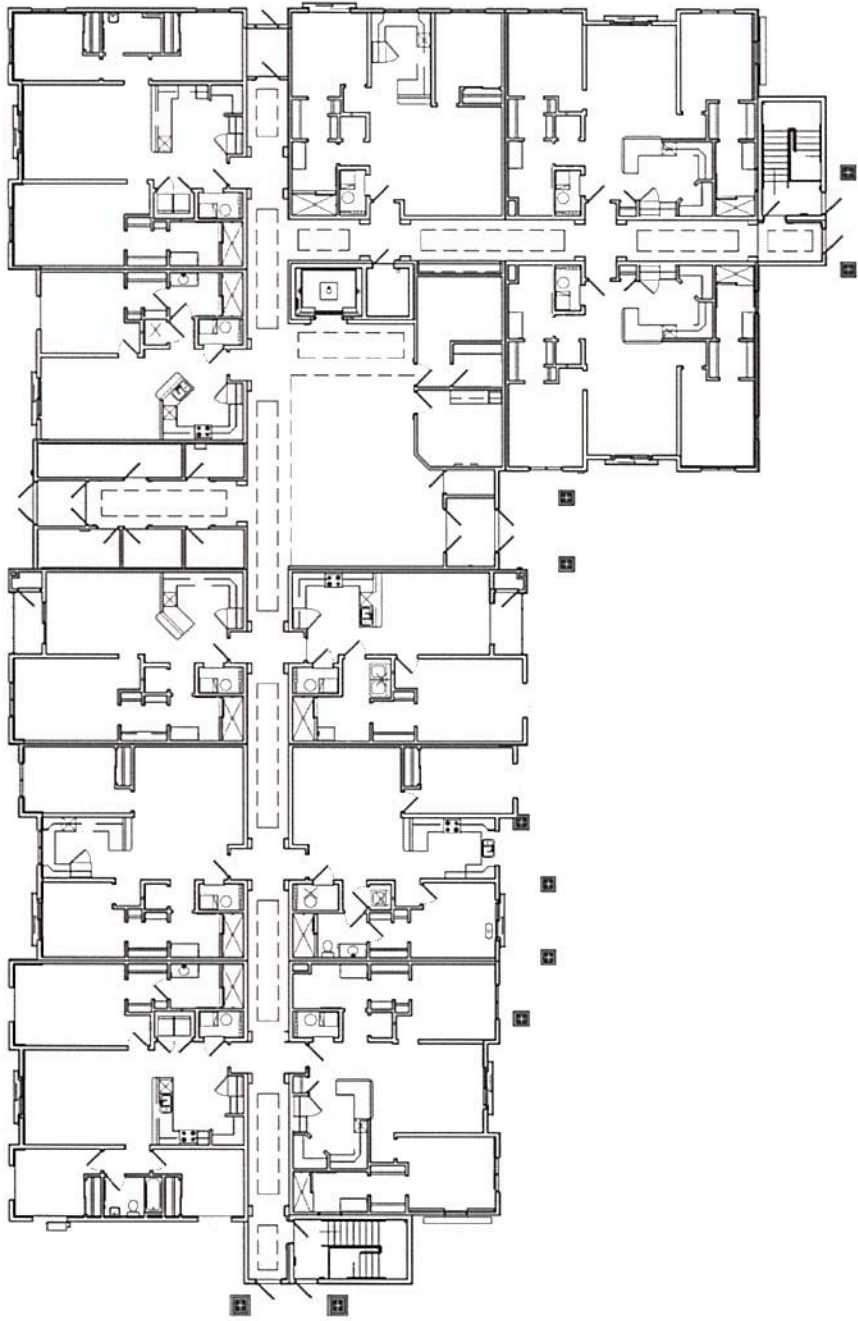


# Stacked Units 55+





# Stacked units 55+ Floorplans



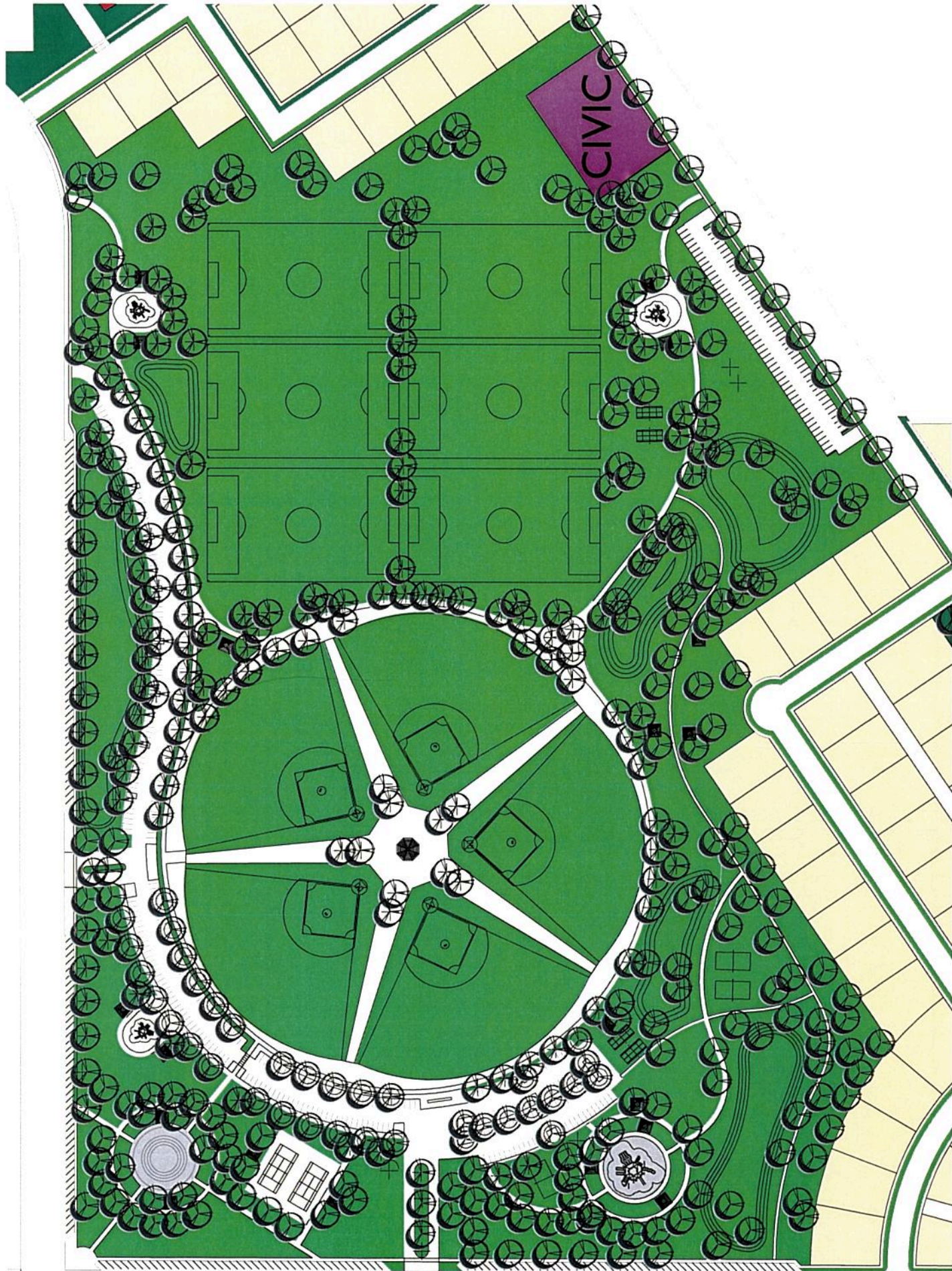


# 4 Plex 55+ Floorplans



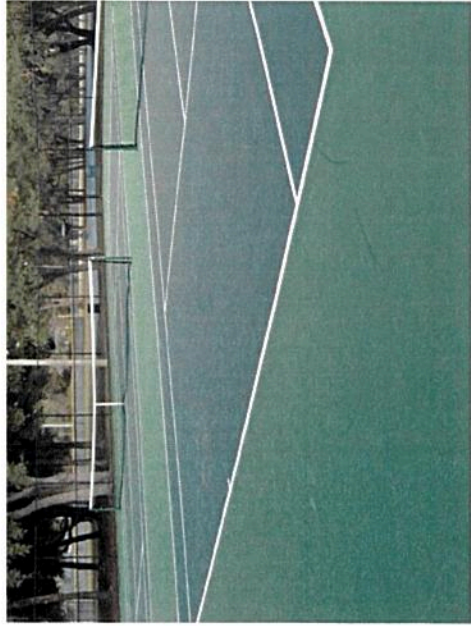
**Exhibit F**

**Recreation Complex Concept (rendering/pictures)**





Soccer fields



Tennis courts



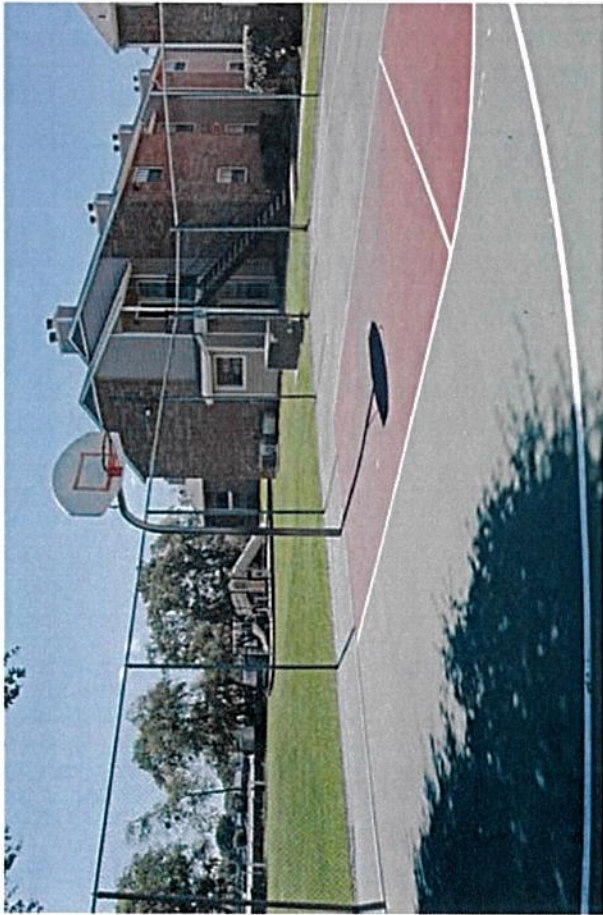
Baseball complex

# Regional Sports Park

## Potential Amenities



Playgrounds



Basketball court



Pavilion Amenities



**Exhibit G**  
**Street Concept Plan**

