

## DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and among the City of Payson, a Utah municipal corporation, hereafter referred to as “**City**” and Laketown Developers LLC, a Utah limited liability company, hereafter referred to as “**Developer**”. The Developer is the owner of the property contained in Villages at Arrowhead Park Plat D (the “**Project**”). The City and Developer are sometimes collectively referred to in this Agreement as the “**Parties**”.

### RECITALS

A. Payson City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) *seq* as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the development and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer is the owner of certain real property located in Payson, Utah and desires to develop a portion of the Developer’s property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Payson City General Plan, zoning, and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project is arranged on Utah County Parcel Number 30:009:0066 located on or about 1600 N. Arrowhead Trail, Payson, Utah, with the legal description being contained in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

D. Parties acknowledge that the Project property is within the North Payson Annexation Planning Area and subject to the terms and conditions of the North Payson Annexation Specific Plan and Annexation Agreement recorded on February 28, 2003 in the Utah County Recorder’s Office as Entry No. 29430 (the “**Specific Plan and Annexation Agreement**”), including participation in a Specific Plan for the North Payson Annexation Planning Area. The Specific Plan contains intended land uses, densities, and a mixture of residential neighborhoods within the planning area. The Project includes a use designation of “Residential Housing” and it is anticipated that the neighborhood will be developed in a manner to accommodate single-family attached dwelling units (townhome units) or a structure or portion thereof designed and intended for use as a townhome residence (“**Residential Dwelling Unit**”).

E. Developer requested City Council action resulting in legislative approval of Residential Housing in a Planned Residential Development use as provided for in Section 20.10, Planned Residential Development of the Payson City Municipal Code. The approvals are implemented through this Agreement.

F. Developer has prepared and presented to the City land use applications for a townhome project to be known as the Villages at Arrowhead Park Plat D, hereafter referred to as the “**Project**” as shown on the master plan for the entire Project to be developed on the Property (“**Master Plan**”) attached hereto as **Exhibit “F”**. The application package was submitted and reviewed by the City pursuant to the requirements of the Payson City Municipal Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting final approved subdivision plat, prepared in accordance with Utah Code Ann. 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project is referred to herein as the “**Final Plat**” and the approved construction drawings and associated studies and plans are referred to herein as the “**Plans and Specifications**”. The Developer may complete the Project in one or more “**Phases**” (meaning an area of the Project as generally illustrated on the Master Plan intended for a certain number of Residential Dwellings; however, Section IV.A. below sets forth the vested rights with respect to density as set forth in the Specific Plan and Annexation Agreement) pursuant to one or more complete development applications to the City for development of a portion of the Project including a Final Plat, subdivision

or any other permit, certificate or other authorization from the City required for development of the Project. The City's governing body has approved the Final Plat of Villages at Arrowhead Park, Plat D pursuant to action on June 20, 2018.

G. Developer and City desire to allow the Developer to make improvements to the Property and develop the Project in accordance with the Final Plat and the Plans and Specifications.

H. The Payson City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Payson City General Plan, and preserve and maintain the atmosphere desired by the citizens of the City. Moreover, the Developer has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

I. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution \_\_\_\_\_, a copy of which is attached to this Agreement as **Exhibit "B"**.

## AGREEMENT

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

- I. **Recitals.** The recitals set forth above are incorporated herein by this reference.
  
- II. **Exhibits.** The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:
  - Exhibit A - Legal Description of Property
  - Exhibit B - Adopting Resolution
  - Exhibit C - Approved Road Details
  - Exhibit D - Project Amenities and Landscaping
  - Exhibit E - Residential Dwelling Design
  - Exhibit F - Master Plan
  
- III. **Developer Obligations.**
  - A. **Completion of the Project.** Developer agrees to construct and complete the Project in accordance with the Preliminary Plan, Final Plat and the Plans and Specifications (collectively, the "**Work**") and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent to such roads and other public infrastructure are located within the boundaries of the City and are to be operated by the City, planned to be dedicated to the City as a condition of approval of a development application ("**Public Infrastructure**"). Any modification from the approved Project drawings must be approved in writing by both Developer and City.

On June 20, 2018, the Payson City Council granted Final Plat approval contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Payson City Council in conjunction with Preliminary Plan and Final Plat approval as such conditions pertain or relate to the Project.

All infrastructure, roadways, and improvements associated with the Project must be completed, inspected, and approved prior to the issuance of any building permits in the Project or any phase thereof; provided, however, the City may waive the requirement for installation

of pavement if all other infrastructure in the Project are completed. See Exhibit C attached hereto for the Approved Road Details.

- B. **Geotechnical Studies and Drainage.** Installation of improvements and building construction must follow the recommendations of the geotechnical report prepared by Earthtec Engineering dated December 19, 2017, and any subsequent geotechnical studies. Furthermore, improvements on the lots must be completed in a manner that controls runoff from impervious cover.
- C. **Final Approval Items.** The Developer must obtain in a timely manner and show proof satisfaction of all requirements of the Project, including but not limited to the following: the property transfer of sufficient water rights to City; payment of performance guarantees; payment of property taxes; payment of electrical materials and labor; payment of public works testing and inspection fees; and complete a pre-construction meeting prior to commencement of any construction on the site.
- D. **Project Density and Lot Arrangement.** The Project was approved in accordance with Chapter 20.10 of the Payson City Subdivision Ordinance as a Planned Residential Development (PRD) in order to allow flexibility in the layout of the residential lots. The approved Final Plat allows for 80 single-family attached dwelling units (townhome units). Developer agrees to satisfy the minimum requirements of the Planned Residential Development together with the conditions imposed by the City Council pursuant to the City's ordinances, policies, standards and procedures in effect as of the date of this Agreement ("**Vested Laws**").
  - i. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Master Plan, the Zoning Map, and this Agreement.
  - ii. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Master Plan due to the final road locations, market forces, and other factors that are unforeseeable. Developer may transfer the location of the Residential Dwelling Units between and among the Phases so long as (a) no transfer shall allow the Project to exceed the Maximum Residential Dwelling Units set forth in the Specific Plan and Annexation Agreement (as more fully described in Section IV.A. below), and (b) all lots for that Phase satisfies the requirements as specified in the Master Plan but does not exceed the allowed density as set forth in the vested rights set forth in the Specific Plan and Annexation Agreement (as more fully described in Section IV.A. below).

The Developer shall be entitled to the project density and lot arrangement for the Project consistent with the approval granted by the Payson City Council and in accordance with the Vested Laws, together with the Plans and Specifications for the Project.

- E. **Relationship with Annexation Agreement.** The Developer understands and agrees that the Project property was included in the Specific Plan and Annexation Agreement, and subject to the provisions of the Specific Plan and Annexation Agreement approved through a legislative act of the City Council.
- F. **Circulation, Access, and Parking.** Developer agrees to provide and maintain the following:
  - i. Private roads in the Project will be owned by the property owners in the development and maintained by the homeowner's association. Developer shall provide a public utility easement for the utilities maintained by Payson City.
  - ii. Two points of ingress/egress shall be provided for the Project at all times. Temporary construction access will be provided through Utah County Parcel 30:009:0067 and connect to 2200 West (Utah County coordinate system) and satisfy the requirements of the Payson Fire Department.

- iii. Sidewalks, parking lots, and private driveway areas shall be designed and maintained to provide unobstructed access to the parking areas and structures by residents, service providers, and public safety personnel and apparatus.
- iv. Garages must be maintained as off-street parking space and shall not be used or converted in a manner that will eliminate covered off-street parking.
- v. Visitor parking stalls shall be provided as indicated on the approved plans. Visitor parking areas are for the use of guests only and shall be signed as visitor parking. These parking stalls cannot be reserved for any other purpose or leased/rented by owners/residents of the Project.
- vi. Parking and storage of recreational vehicles, motorhomes, campers, boats, trailers, and other similar apparatus is prohibited in the Project. The homeowner's association shall restrict and enforce any parking or storage of these types of vehicles within or adjacent to the Development.

G. **Project Amenities, Landscaping, and Fencing.** The Developer made various commitments to the Payson City Council to obtain approval of the land use applications.

- i. Project amenities are a critical element of multi-family development. Developer is required to provide open space, services, and amenities for the use by the residents of the Project. The Developer shall provide the following amenities:
  - a. Two playground areas (30' x 30'), including playground equipment; and
  - b. Two outdoor gathering areas, including picnic tables and freestanding barbecues facilities.
  - c. The amenities shall be located as shown on the landscaping plan and consistent with the design and materials reflected in **Exhibit "D"**. The northern gathering area must be improved prior to the issuance of a building permit for more than three buildings north of 1300 East. Similarly, the southern gathering area must be improved prior to the issuance of a building permit for more than three buildings south of 1300 East.
- ii. Developer shall complete project landscaping as follows:
  - a. Install and maintain the landscaping consistent with the approved landscaping plan, attached hereto as **Exhibit "D"**. Landscaping shall be installed within 30 days of issuance of occupancy permit on last unit of each building or 2 months from occupancy of first unit, whichever occurs first. Refer to city ordinance for winter landscaping.
  - b. Ensure that all landscaped areas are improved and maintained by an underground automatic sprinkling system.
  - c. The wetland areas shall not require specific improvements, but shall remain in their natural vegetative state and without irrigation.
- iii. Any proposed fencing surrounding or within the Project shall satisfy the following:
  - a. Fences shall not be installed within the open space or common area.
  - b. Any fencing along Beer Creek or the wetlands must be wrought iron.
  - c. Prior to the installation of any fencing, a permit must be obtained from Payson City.
  - d. Materials including barbwire, field fence on posts, wood or chain link fences is not permitted in the Project.
- iv. Establish a homeowner's association pursuant to the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property ("**Project Declaration**") that shall be

responsible to maintain project amenities and landscaping.

- H. **Residential Dwelling Design Elements.** The Project consists of 80 single-family attached dwelling units (townhome units) and shall be constructed as follows:
- i. Dwelling sizes:
    1. Two-story townhome: Each dwelling unit shall contain a minimum of 1000 square feet of finished floor area on the main floor. The second story shall consist of 1200 square feet of finished floor area to accommodate 4 bedrooms and 2.5 bathrooms.
    2. Three-story townhome: The square footage for these dwelling units will range between 1400 – 2100 square feet of finished floor area to accommodate 2-4 bedrooms and 2.5 or 3 bathrooms.
    3. Required square footage is exclusive of basements, unenclosed porches, decks, or similar features.
  - ii. Exterior requirements:
    1. Dwellings will be designed to have custom exterior elevations with strict avoidance of tract housing, file plans, repetitive use of colors, materials, and architectural features.
    2. All exterior walls (front, rear and all sides) shall include appealing architectural features such as multiple roofline pitches and gables, dormers, wall articulation including insets and pop-outs.
    3. The exterior design and materials must be consistent with the exterior elevations attached as “**Exhibit E**”. The exterior materials shall be hard surface materials, including brick, stucco, stone, and cementitious siding. Natural wood, metal, and vinyl and aluminum siding may be used to enhance architectural features.
  - iii. Each dwelling unit shall contain either an attached two-car garage. The garage will be design to accommodate side by side parking or tandem parking. All garages will be accessed by a private driveway to minimize parking on public streets and increase pedestrian safety along the right-of-way.
- I. **Conveyance or Dedication of Required Easements.** Prior to the construction of a particular utility facility, Developer shall convey or dedicate or cause to be conveyed and dedicated to the applicable public entity or other applicable utility provider, at no cost, such required utility easements on or across the Project as are necessary to facilitate the extension of those required utility services to be constructed to and throughout the Project and as are shown on the Plans and Specifications.
- J. **Assurance for Completion of Improvements.** If and to the extent required by City’s Vested Laws, Developer agrees to provide a performance guarantee for all infrastructure improvements that will be dedicated to Payson City, required landscaping and project amenities unless otherwise provided by Chapter 10-9a of the Utah Code as amended. The performance guarantee shall be equal to one hundred ten (110) percent of the approved engineer’s cost estimate and in cash or in the form of an irrevocable letter of credit. Partial releases of any such required security will be made as work progresses based on the City’s Vested Laws.
- K. **Recordation of Project Declaration.** Prior to the Developer’s conveyance of any Lot in the Project, Developer shall cause to be recorded against the Project the Project Declaration. At a minimum, the Project Declaration shall:
- i. Provide for the creation of a homeowner’s association responsible to maintain the areas of common interest within the Project and with the requisite authority to assess the homeowners’ maintenance fees and to enforce the requirements of the Project Declaration. At a minimum, the homeowner’s association shall be responsible to maintain Parcel D and the improvements thereon.

- ii. Include information about the acceptable building styles and standards for the Project, including acceptable building styles and architectural details, exterior materials, dwelling size, and other development standards and design guidelines deemed necessary and appropriate by the City and Developer,
- iii. The Project Declaration shall be signed and recorded in the office of the Utah County Recorder and restrict the Project so the Project Declaration shall run with the land regardless of ownership.

#### IV. **Vested Rights and Reserved Legislative Powers.**

- A. **Zoning; Vested Rights.** The City has zoned the Property as shown on the map adopted by the City specifying the zoning for the Property (“**Zoning Map**”) and the zoning for City accommodates and allows all development contemplated by this Agreement, including the development rights and uses described herein and depicted in the Master Plan. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City’s Vested Laws, the Zoning Map, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, densities, and other development standards reflected in the Master Plan are approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan, under, and consistent with, City’s existing laws, Zoning Map, and General Plan, including, without limitation, the approved Final Plat allowing for 80 single-family attached dwelling units. Developer shall have the vested right to develop and construct the Project in accordance with the Specific Plan and Annexation Agreement. At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this Agreement. Density bonuses outlined in City’s Vested Laws, including, without limitation, Section 20.10 of the Payson City Municipal Code, and the Specific Plan and Annexation Agreement are allowed for additional specified amenities. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.
- B. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations as referenced in Section IV (A) above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City’s land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

C. **Application under City's Future Laws.** "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Developer is not in current breach of this Agreement.

V. **Term.** This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Utah County Recorder's Office.

VI. **General Provisions.**

A. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to City:           The City of Payson  
                          439 W. Utah Avenue  
                          Payson, Utah 84651  
                          Attention: City Recorder

If to Developer: Laketown Developers, LLC  
                          648 Overlook Dr.  
                          Mapleton, UT 84664  
                          Attention: Mike Deushane

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

B. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand-delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.

C. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

D. **Meet and Confer regarding Development Application Denials.** The City and Developer shall meet within fifteen (15) business days of any recommendation for denial by the City staff to resolve the issues specified in the recommendation for denial of a development application.

E. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

F. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

G. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire Agreement between the parties.

H. **Amendment of this Agreement.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office. The Parties acknowledge that the Project is a component of a larger Planned Residential Development. Further, the improvements contemplated in Section VI above are required for and benefit the larger Planned Residential Development. As such, the Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement or additional development agreement(s) as may be necessary or reasonable required for future Phases of the larger Planned Residential Development, consistent with this Agreement and with the approval granted by the Payson City Council and in accordance with the Vested Laws.

I. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the Project is not defeated by such severance.

J. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah, and the Parties hereby waive any right to object to such venue.

K. **Remedies.** If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

L. **Attorney's Fee and Costs.** If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

M. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

N. **Assignment.** The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer's sale of completed subdivision lots within the Project.

O. **Third Parties.** There are no third-party beneficiaries to this Agreement, and no person or

entity not a party hereto shall have any right or cause of action hereunder.

P. **No Agency Created.** Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

**CITY**

ATTEST:

CITY OF PAYSON  
A Utah Municipal Corporation

By: \_\_\_\_\_  
Kim E. Holindrake  
Payson City Deputy Recorder

By: \_\_\_\_\_  
William R. Wright  
Payson City Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark A. Sorenson Payson City Attorney

STATE OF UTAH                    )  
  : ss.  
County of UTAH                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before the undersigned notary public in and for the said state, personally appeared WILLIAM R. WRIGHT, known or identified to me to be the Mayor of Payson City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Utah

**DEVELOPER**

LAKETOWN DEVELOPERS, LLC  
A Utah Limited Liability Company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
County of UTAH                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before the undersigned notary public in and for the said state, personally appeared \_\_\_\_\_, known or identified to me to be a \_\_\_\_\_ of Laketown Developers, LLC, a Utah limited liability company, and the person who executed the foregoing instrument on behalf of said Company and acknowledged to me that said Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Utah

Exhibit "A"  
(Legal Description of Property)

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**PLAT D, VILLAGES AT ARROWHEAD PARK**

A PORTION OF THE NORTHWEST 1/4 OF SECTION 3 AND THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°28'54"E ALONG THE SECTION LINE 995.37 FEET FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 96.88 FEET; THENCE S46°12'48"E 75.01 FEET; THENCE S37°04'31"E 50.05 FEET; THENCE S74°08'32"E 105.63 FEET; THENCE S89°35'27"E 146.70 FEET; THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS CURVE TO THE RIGHT 145.15 FEET THROUGH A CENTRAL ANGLE OF 66°00'11" (CHORD: S56°35'22"E 137.25 FEET); THENCE S23°35'17"E 67.77 FEET; THENCE S44°28'35"E 96.68 FEET; THENCE S43°40'42"W 127.48 FEET; THENCE N46°19'18"W 15.00 FEET; THENCE S43°40'42"W 45.00 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S43°40'42"W) TO THE RIGHT 15.71 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S1°19'18"E 14.14 FEET); THENCE S43°40'42"W 247.32 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT 15.71 FEET THROUGH A CENTRAL ANGLE OF 89°59'52" (CHORD: S88°40'42"W 14.14 FEET); THENCE N46°19'18"W 107.90 FEET; THENCE ALONG THE ARC OF A 245.00 FOOT RADIUS CURVE TO THE RIGHT 39.44 FEET THROUGH A CENTRAL ANGLE OF 9°13'23" (CHORD: N41°42'37"W 39.40 FEET); THENCE S52°54'05"W 61.00 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S52°54'05"W) TO THE RIGHT 20.84 FEET THROUGH A CENTRAL ANGLE OF 79°35'15" (CHORD: S2°41'42"W 19.20 FEET); THENCE ALONG THE ARC OF A 283.50 FOOT RADIUS CURVE TO THE LEFT 107.44 FEET THROUGH A CENTRAL ANGLE OF 21°42'47" (CHORD: S31°37'56"W 106.79 FEET); THENCE S20°46'33"W 21.98 FEET; THENCE N73°55'35"W 16.47 FEET; THENCE N64°05'18"W 87.51 FEET; THENCE N37°08'30"W 115.41 FEET; THENCE N50°36'55"W 44.71 FEET; THENCE NORTH 99.08 FEET; THENCE N33°10'18"E 116.23 FEET; THENCE EAST 10.09 FEET; THENCE NORTH 38.75 FEET; THENCE N14°23'55"W 248.47 FEET; THENCE S70°15'50"W 23.10 FEET; THENCE N19°53'45"W 48.73 FEET; THENCE NORTH 22.70 FEET; THENCE EAST 118.45 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.31 ACRES

Exhibit "B"  
(Adopting Resolution)

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Exhibit "C"  
 (Approved Road Details)

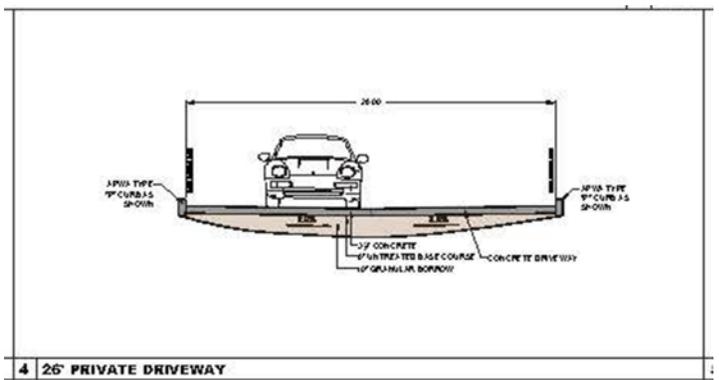
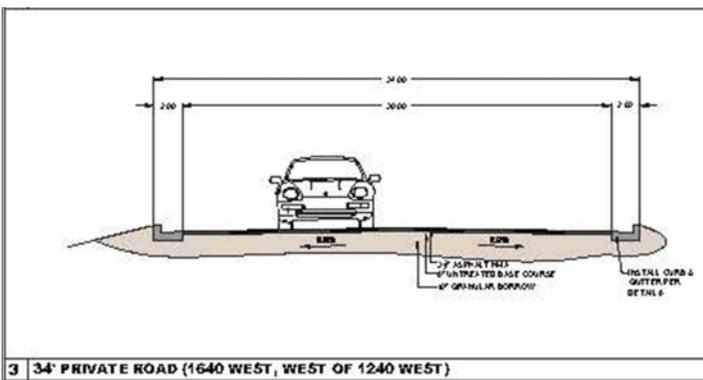
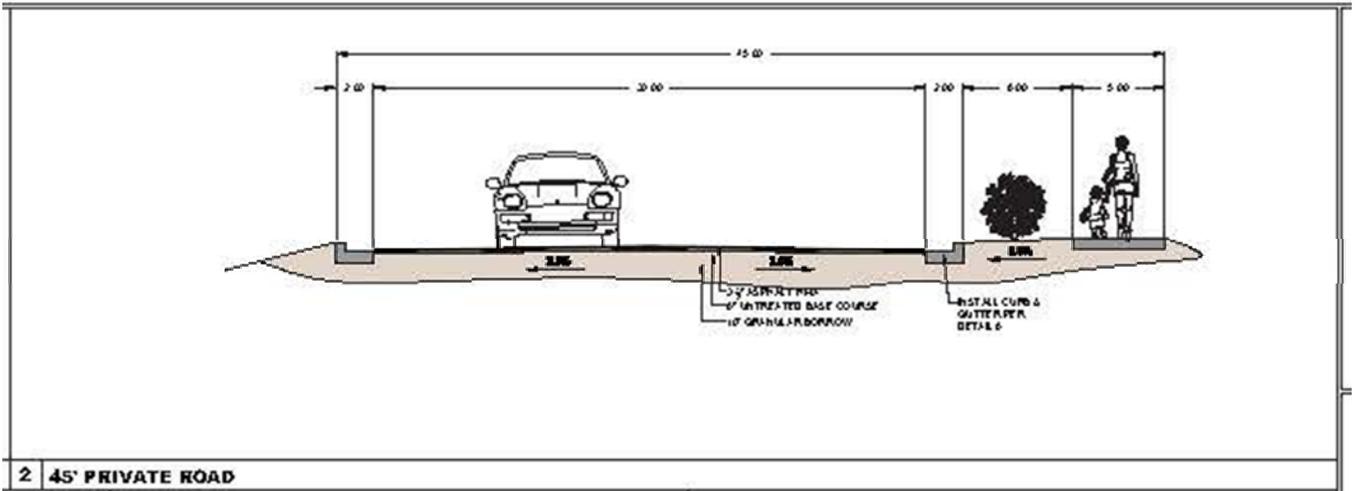
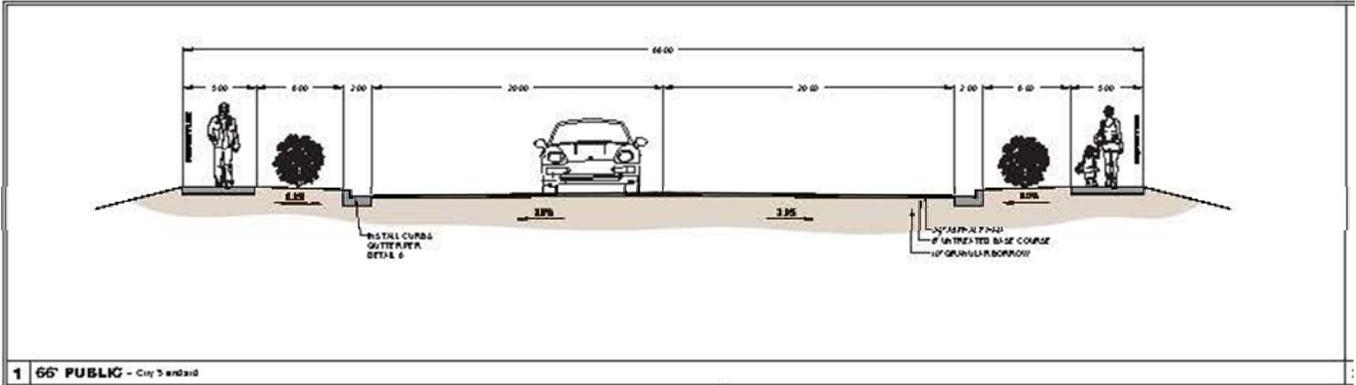


Exhibit "D"  
(Project Amenities and Landscaping)

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