



CITY OF NORTH SALT LAKE

NORTH SALT LAKE CITY COUNCIL NOTICE & AGENDA

April 1, 2014

7:00 p.m.

Posted March 27, 2014

Notice is given that the North Salt Lake City Council will hold a regular meeting on **TUESDAY, APRIL 1, 2014 at 7:00 p.m.** A work session will be held at 6:00 p.m. in the police conference room downstairs at City Hall, followed by the regular session in the City Council room. Some Council Members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION - 6:00 p.m.

- 6:00 Welcome
- 6:05 I-15 Project Update – WW Clyde PI team
- 6:30 UTA presentation on South Davis SLC Connector
- 6:50 Action Items
- 6:55 Council Reports
- 7:00 Adjourn

REGULAR SESSION - 7:00 p.m.

- 7:00 Introduction by Mayor Len Arave
- 7:02 Invocation and Pledge of Allegiance ~ Council Member Conrad Jacobson
- 7:05 Citizen comment
- 7:15 Consideration of final design plans for the Deer Hollow Reservoir – perimeter landscape
- 7:25 Review of proposed AT&T Wireless facility on city golf course property located at 834 E. Eaglewood Loop
- 7:45 Consideration of Interlocal Agreement with Woods Cross City pertaining to the 1100 N. Reconstruction Project
- 7:55 Consideration of Resolution No. 2014-08R proclaiming April 26, 2014 as Arbor Day in North Salt Lake
- 8:05 Consideration of Ordinance 2014-03 An ordinance amending the City's zoning map from the Special use restricted Zone (SR) to Planned District (P) and adopting an accompanying Development Agreement for the proposed Granite Ridge development located to and generally west of Edgewood Estates
- 8:10 Consideration of Ordinance 2014-05 An ordinance entering into a franchise agreement with Syringa Networks, LLC to provide voice, data or video transmission services within the city
- 8:20 Consideration of a plat amendment for the Eaglewood Village Subdivision dedicating certain streets to the City and providing a public access easement to the City's detention pond
- 8:45 City Attorney's report
- 8:50 Mayor's report
- 8:55 City Manager's report
- 9:00 Adjourn

The public is invited to attend all City Council meetings. If you need special accommodations to participate in the City Council meeting, please call the City office at 801-335-8709. Please provide at least 24 hours notice for adequate arrangements to be made.

Action Items (for April 1, 2014)

Item	Chair	Committee	Description	Done
NEW				
1	Barry Ken		Mayor Arave asked that a meeting be set up regarding CDBG - to make sure the City is aware of their guidelines and that CDBG (County?) is aware of the City's needs regarding CDBG funds for the Deer Hollow Park (ADA requirements, etc). <i>Linda has contacted the County - working on finding a date.</i>	
2	Linda		Kite festival posters framed and hung in City Hall (Matt J.)	
3	Linda		Ribbon cutting ceremony at City Hall Park when paver inlay is done – invite Amcor (Camille Thorpe planning?)	
6	Craig		Police present at kite giveaway April 19 th and on demo day May 3 ^d at Tunnel Springs Pk.	
7	Jon		Cost analysis for retrofitting street lights. <i>Jon is working on this.</i>	
8	Janice		Mayor asked what would happen to revenue if all residents cut water use 15%. <i>Janice will work on this.</i>	
9	Paul	Linda	Updated map for trails – on website	
11	Paul	Jon	Ribbon cutting for Springhill slide area park <i>(still being completed – final phase)</i>	
12	Ken		Grant funds available for a GIS system?	
13	Craig		Review retention plans of other police departments and what they do to maintain their officers.	
14	Paul	Jon	Open house for Frieda Well/PCE water usage – residents come learn and discuss issue – <i>Secondary water safety open house – deemphasize PCE - establish a date, and gather facts.</i>	
OLD				
1	Paul		Mayor Arave asked if there were funds left for the Art Gregerson trail and asked if it could be extended to the south. <i>Paul Ottoson to get a map (of Eagleridge Dr./Smoot property) to show the Mayor.</i>	
2	Paul		The 3 Kings bike race will be June 21st. Paul Ottoson to coordinate on the road projects so that they are not scheduled for repairs on or near that date. Eagleridge, Valley View, Elk Hollow Road, Cove Circle	
3	Paul		Mayor and Council requested that additional funds be used for road projects. Paul Ottoson to look into other projects/areas that need to be sealed (cracks,etc)	
4	Dave	Linda	David Church define "volunteer" in the City's policy on nepotism.	
5			Audit: Study every 5 years to review allocation of utilities and insurance. (This is a new required audit procedure) <i>Hold public hearing; declare we're not charging utilities to parks. Janice to work on allocating insurance. Paul – find out if parks are metered – all parks are metered.</i>	
6				
7			Janice Larsen- Mayor asked if the golf course bond can be pre-paid (or paid off early). Janice to look into this and let Mayor know. <i>Jonathan Ward to give us info.</i>	
STALE				
1			Ken – work to get important thoroughfares cleaned up, i.e. Hwy. 89, Redwood Road, etc. <i>Ken will be working on this until he retires or is replaced.</i>	
2			Paul Ottoson and Council Member Porter will work on maps for the trails. <i>This has been completed, except for "you are here" markers at junctions. (Spring 2013). Working to set up a trails committee meeting. Waiting for Davis County to designating the Bonneville Shoreline Trail. Map will be added to kiosk with trails at Wild Rose Park.</i>	



NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah
84054
(801) 335-8700
(801) 397-0640 Fax

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PAUL OTTOSON
DATE: APRIL 1, 2014
SUBJECT: DEER HOLLOW RESERVOIR – PERIMETER LANDSCAPE

RECOMMENDATION

City Staff recommends approval of the final design plans for the Deer Hollow Reservoir – Perimeter Landscape.

BACKGROUND

Last year, the City Council budgeted approximately \$115,000 for the beautification and safety of the area around the secondary water reservoir at Deer Hollow Park. All improvements with the exception of the landscaping have been completed. Since that time, city staff has been meeting with a committee of residents in the area to come up with a landscape plan. The City has hired G. Brown Design, Inc. to design the final plan which is attached as Exhibit “A”.

With the approval of the city council to apply for a grant for an ADA compliant playground facility at Deer Hollow Park, it was recommended by the Mayor that some of the landscaping could be deferred in order to free funds to match the CDBG grant. The citizens committee was ok with that concept if it gave them a more robust playground. In order to accomplish this, the committee is recommending the following:

1. The landscape contract would be altered as follows:
 - a. Trees on the south and east would be deferred to a September service Saturday.
 - b. All irrigation would be installed according to the attached plan
 - c. Eight additional evergreen trees would be added to the Boyer’s and Faddis property to be installed on their property and maintained by the property owners.
2. Deer Hollow would be the focus of the Arbor Day Celebration with the planting of trees on the east side of the park where irrigation already exists
3. The old playground equipment will be moved off-site to the city’s maintenance facility for possible rehabilitation and reuse.
4. Additional evergreens around the pump house will be attempted to be located depending on the ability to eliminate conflicts with underground facilities.
5. Once playground equipment is removed and current roadwork is completed, park will be opened.



at&t

BRASHERS_SALT_LAKE_AUTO_AUCTION UTL01276 FA# 12906870

834 E EAGLEWOOD LOOP
NORTH SALT LAKE, UT



PROJECT INFORMATION

BRASHERS SALT LAKE
AUTO AUCTION
UTL01276
FA#12906870

CURRENT ISSUE DATE

10/14/2013

ISSUED FOR

90% ZONING DRAWINGS

REV	DATE	DESCRIPTION	BY
1	10/14/2013	90% COMPLETE	AN
2	10/15/2013	100% COMPLETE	AN

PLANS PREPARED BY



CONSULTANT

NSA WIRELESS, INC

2010 CROW CANYON PLACE
SUITE 335
SAN RAMON, CA 94583

DRAWN BY: _____ CHK: _____ APV: _____

AN

LICENSER

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T1

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2012 INTERNATIONAL BUILDING CODE
- 2009 UNIFIED PLUMBING CODE
- 2009 MECHANICAL CODE
- INTERNATIONAL FIRE CODE
- NATIONAL ENERGY CODE
- ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE

PROJECT DESCRIPTION

AT&T IS PROPOSING A UNMANNED TELECOMMUNICATION FACILITY LOCATED AT 1630 SOUTH GLADIOLA STREET, SALT LAKE CITY, UTAH 84104. CONSTRUCTION OF THE NEW SITE CONSISTS OF THE FOLLOWING:

THE SITE CONSISTS OF A 45FT X 40 FT COMPOUND ENCLOSED BY CHAINLINK FENCE W/ A (2) 6 FT MAN GATES. WITHIN THE COMPOUND, AT&T IS PROPOSING TO PLACE A 28 FT BY 11.5 FT SHELTER, A 500 GALLON PROPANE TANK, A H FRAME FOR UTILITIES AND A 40 FT MONOPINE. THE ANTENNA WILL BE PLACE ON THE MONOPINE IN 3 SECTORS. (12) TOTAL ANTENNA TO BE PLACED AT 35 FT RAD CENTER. ACCESS TO THE SITE WILL BE THROUGH THE GATE TO THE NORTH.

DRIVING DIRECTIONS

DIRECTIONS BEGINNING FROM AT&T OFFICE AT: 4393 S. RIVERBOAT ROAD, TAYLORSVILLE, UT 84123 DRIVING DIRECTIONS TO 834 E EAGLEWOOD LOOP NORTH SALT LAKE CITY, UT:

- Start out going south on Riverboat Rd toward W 4700 S/UT-266 E. 0.02 mi
- Turn left onto W 4500 S/UT-266 E. 0.7 mi
- Merge onto I-15 N via the ramp on the left toward Salt Lake. 10.3 mi
- Merge onto US-89 N via EXIT 312. 1.5 mi
- Turn right onto E Eagle Ridge Dr. Pass through 1 roundabout. 2.0 mi
- Turn right onto Eaglewood Loop. 0.08 mi
- 834 EAGLEWOOD LOOP is on the right.

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWING:

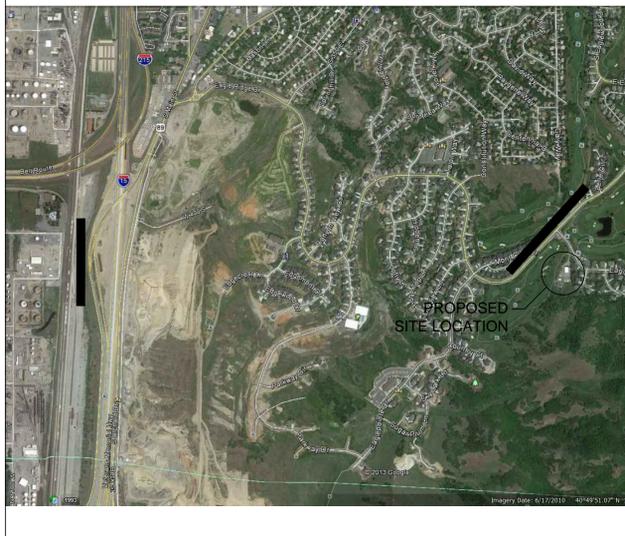
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THESE ARE ZONING DRAWINGS AND ARE NOT TO BE USED FOR CONSTRUCTION

SHEET INDEX

SHEET	DESCRIPTION
T1	TITLE SHEET, SITE INFORMATION AND VICINITY MAP
A-1	SITE PLAN
A-2	PROPOSED EQUIPMENT LAYOUT AND ANTENNA PLAN
A-3	ELEVATION

VICINITY MAP



PROJECT INFORMATION

SITE ADDRESS	834 E EAGLEWOOD LOOP NORTH SALT LAKE CITY
APN	01-107-0020
LAND/ PROPERTY OWNER:	CITY OF NORTH SALT LAKE
MONO POLE COORDINATES LATITUDE: LONGITUDE:	N 40.82952 W 111.8916
GROUND ELEVATION: HEIGHT OF STRUCTURE: RAD CENTER	AMSL 5207 FT. 40 FT 30 FT
ZONING: JURISDICTION: TYPE OF CONSTRUCTION: OCCUPANCY: BUILDING USE:	M-1 LIGHT MANUFACTURING SALT LAKE CITY N/A UNOCCUPIED N/A
UTILITIES TELEPHONE: POWER:	CENTURY LINK ROCKY MOUNTAIN POWER

PROJECT TEAM

RF ENGINEER: SIMI AJOSE AT&T 4393 S. RIVERBOAT ROAD TAYLORSVILLE, UT 84123 PHONE: (214) 695-6965 EMAIL: sa111v@att.com	ZONING MANAGER: RACHEL FENTON NSA WIRELESS, INC. 2010 CROW CANYON PLACE SUITE 335 SAN RAMON, CA 94583 PHONE: (925) 244-1890 EMAIL: rachel.fenton@nsawireless.com
ARCHITECT/ ENGINEER: ADAM NAYLOR NICHOLS NAYLOR ARCHITECTS 1155 E WILMINGTON AVE. SALT LAKE CITY, UT 84106 PHONE: (801) 487-3330 EMAIL: adamn@nicholsnaylor.com	AT&T CONSTRUCTION: JAVIER ZAMORA ROCKY MT REGION NSB CONSTRUCTION MANAGER UTAH-IDAHO-MONTANA- N. WYOMING 4393 RIVERBOAT RD TAYLORSVILLE, UTAH 84123-2503 CELL: (801) 682-7461 EMAIL: jz6220@att.com

SITE ACQUISITION:

RACHEL FENTON
NSA WIRELESS, INC.
2010 CROW CANYON PLACE
SUITE 335
SAN RAMON, CA 94583
PHONE: (925) 244-1890
EMAIL: rachel.fenton@nsawireless.com

ARCHITECT/ ENGINEER:

ADAM NAYLOR
NICHOLS NAYLOR ARCHITECTS
1155 E WILMINGTON AVE.
SALT LAKE CITY, UT 84106
PHONE: (801) 487-3330
EMAIL: adamn@nicholsnaylor.com



PROJECT INFORMATION

BRASHERS SALT LAKE
AUTO AUCTION
UTL01276
FA#12906870

CURRENT ISSUE DATE

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PLANS PREPARED BY



CONSULTANT

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SUITE 335
SAN RAMON, CA 94583

DRAWN BY CHK APV

AN

LICENSER

SHEET TITLE

SITE PLAN

SHEET NUMBER

C1

FIBER LOCATION LOCATED AT THE NEAREST CORNER OF EAGLEWOOD LOOP AND EAGLERIDGE DR

SITE ACCESS

EAGLE WOOD GOLF COURSE

GC CART PATH

GOLF COURSE UTILITY BUILDING

EAGLEWOOD LOOP

EAGLEWOOD GOLF COURSE

SALT PILES

CITY UTILITY BUILDING
FIBER EASEMENT ROUTE APPROX 1000 FT
POWER EASEMENT ROUTE APPROX 180 FT
WATERPUMP BUILDING

SALT PILES

ELEC TRANSFORMER LOCATION

ELEC TRANSFORMER LOCATION

EXISTING UNDERGROUND TANK

NEW GRAVEL ROAD

NEW TURN AROUND

EXISTING UNDERGROUND TANK

40 FT MONOPINE

REMOVE TREES AND EXCAVATE SITE INTO HILLSIDE TO HIDE EQUIPMENT

SITE COMPOUND 45 FT X 40 FT INCLUDED ON SITE IS 20 FT X 11.5 FT SHELTER AND 8 FT X 11.5 FT GENERATOR ROOM AND H FRAME FOR UTILITIES

TOWER COORDINATES

LAT: 40.82952
LONG: -111.8916
MONOPINE HEIGHT: 40 FT



ZONING DRAWINGS

SITE PLAN

SCALE: NTS FT





PROJECT INFORMATION

BRASHERS SALT LAKE
AUTO AUCTION
UTL0276
FA#12906870

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10/14/2013

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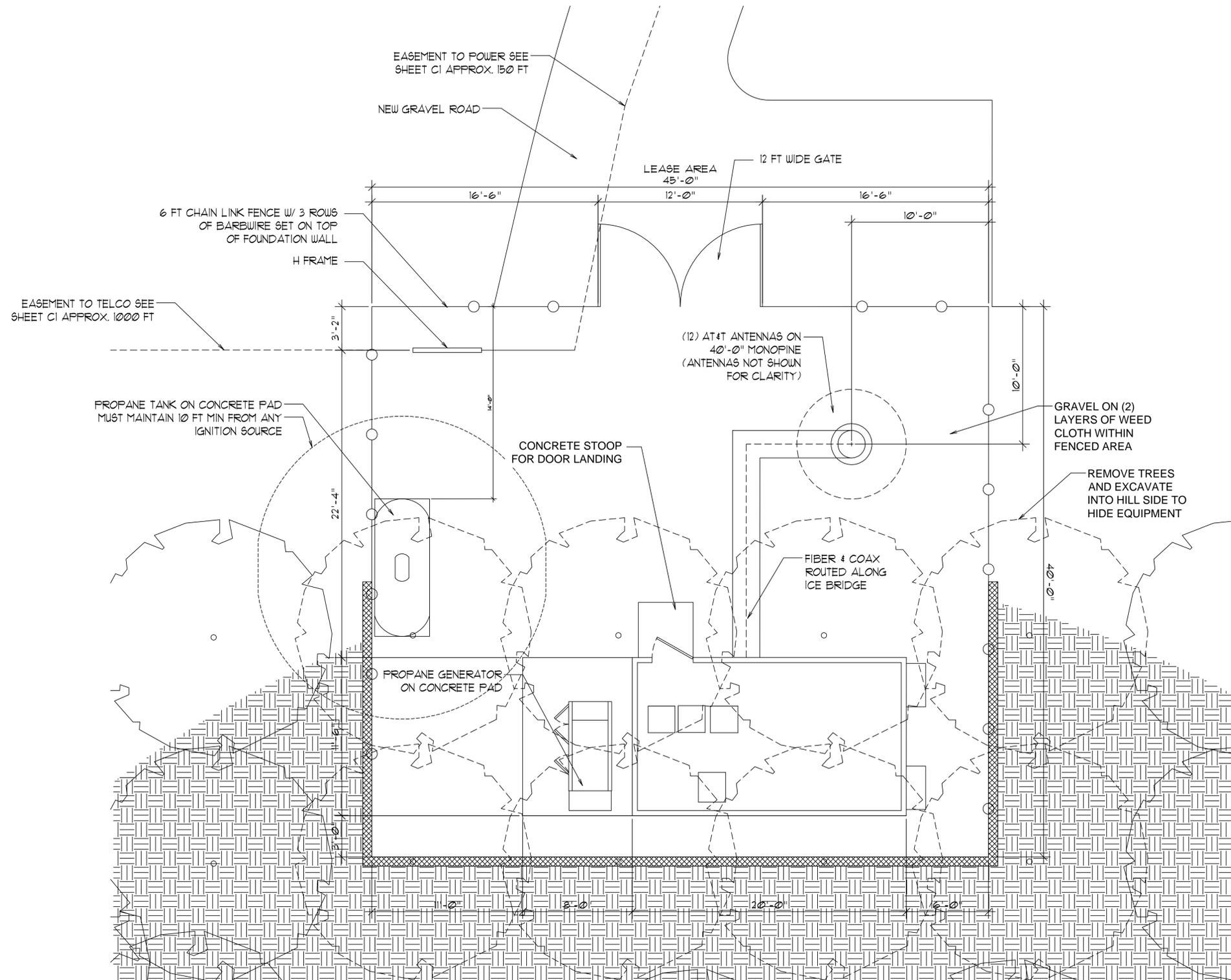
LICENSER

SHEET TITLE

ENLARGED
PLANS

SHEET NUMBER

C1.1



NOTES:
1. ALL WORK IS PROPOSED U.N.O.
2. RE: TOWER SHOP DRAWINGS, BY OTHERS, FOR ADDITIONAL DATA





PROJECT INFORMATION

BRASHERS SALT LAKE
 AUTO AUCTION
 UTL0276
 FA#12906870

CURRENT ISSUE DATE

10/14/2013

ISSUED FOR

90% ZONING DRAWINGS

REV — DATE — DESCRIPTION — BY

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PLANS PREPARED BY



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 SUITE 335
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DRAWN BY — CHK — APV

AN | |

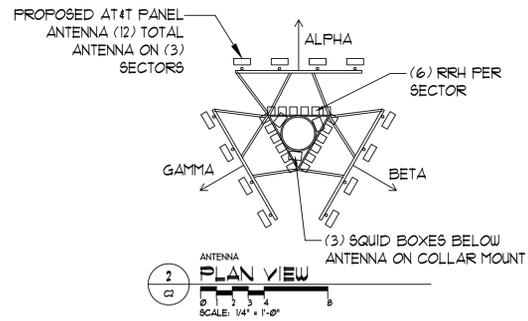
LICENSER

SHEET TITLE

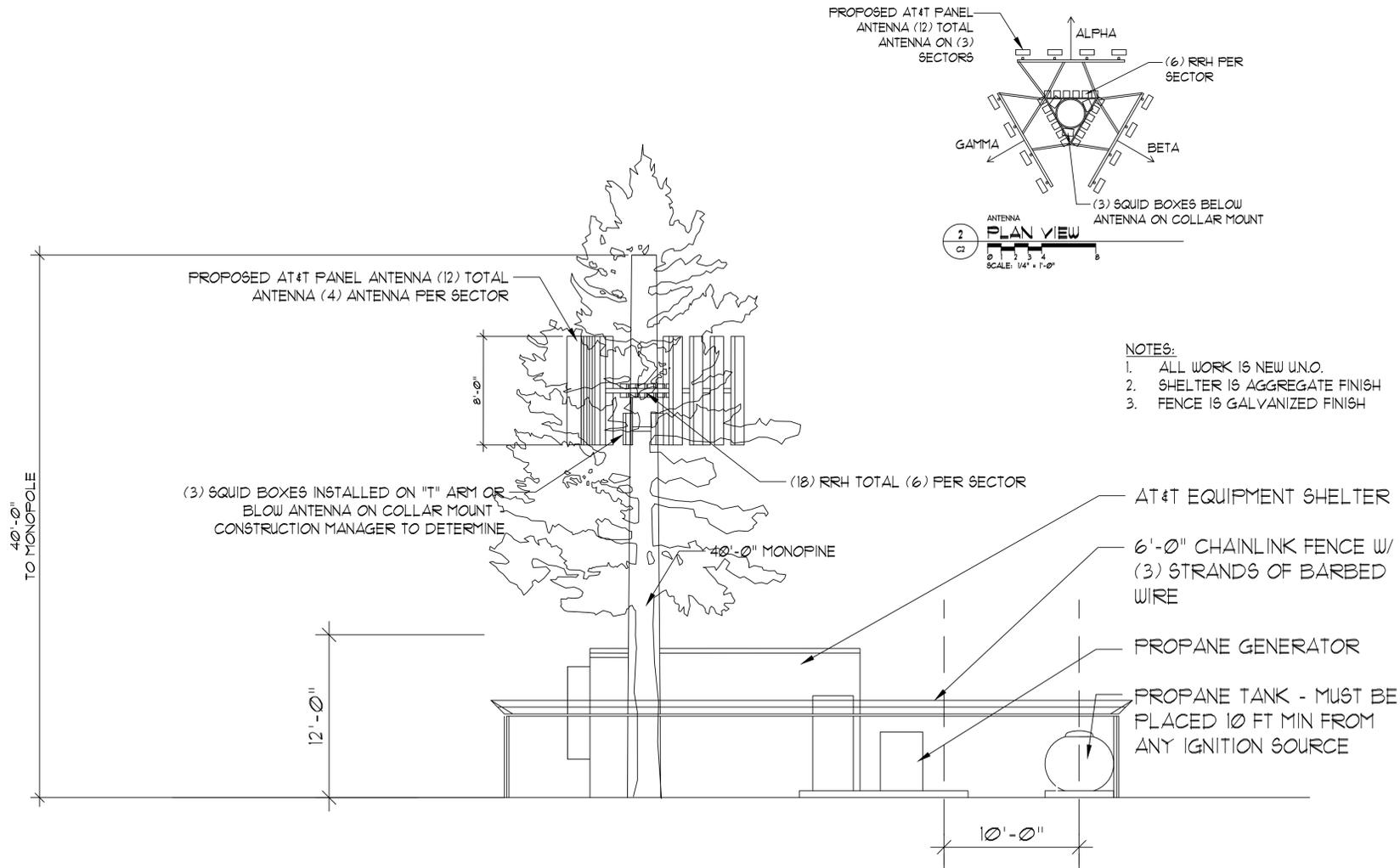
ELEVATION

SHEET NUMBER

C2



- NOTES:
1. ALL WORK IS NEW UNO.
 2. SHELTER IS AGGREGATE FINISH
 3. FENCE IS GALVANIZED FINISH





NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah
84054
(801) 335-8700
(801) 397-0640 Fax

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Paul Ottoson

Date: April 1, 2014

Subject: Interlocal Cooperation Agreement Between Woods Cross City and North Salt Lake City– 1100 North Street Reconstruction Project

RECOMMENDATION

City Staff recommends approval of the Interlocal Cooperation Agreement Between Woods Cross City and North Salt Lake City

BACKGROUND

City staff has had several meetings with the Woods Cross City manager regarding financial assistance on the 1100 North Street Reconstruction project since a portion of the improvements are for the benefit of Woods Cross City. During these meetings, they have verbally agreed to pay 100% of the costs of the storm drain improvements on the north side of the street which drains water from Woods Cross properties, and also to pay 50% of the costs of other improvements north of the curb and gutter on the Woods Cross side of the street.

A copy of the agreement is attached as Exhibit "A" and a cost estimate is attached as Exhibit "B". These are only estimated costs and the final costs will be determined when the actual final improvements are installed.

WOODS CROSS DRAINAGE ESTIMATE
1100 North Road; Redwood Road to 110 East
PROJECT # S-1386(1)0 PIN 10013

Construction Items	Total Cost
Storm Drain Bid Items	\$231,334
Standard Bid Items	\$18,828
Subtotal	\$250,162
20% Contingency	\$50,032
Construction Subtotal	\$300,194
Preliminary Engineering	\$27,380
Construction Engineering	\$9,062
TOTALS	\$336,636

Storm Drain						
Bid Item Number	Bid Number	Bid Item	Quantity	Units	Price	Cost
1	02221	Remove Catch Basin	7	Each	\$477.40	\$3,342
2	02221	Remove Pipe Culvert	926	Ft	\$11.36	\$10,519
3	02221	Remove End Section	1	Each	\$150.00	\$150
4	02570	Reconstruct Catch Basin with Grate	2	Each	\$1,253.48	\$2,507
5	02633	Drainage Structure Combo Box - Combination CB and Cleanout Box	3	Each	\$3,000.00	\$9,000
6	02633	Drainage Structure 3ft to 5ft Deep	6	Each	\$2,888.81	\$17,333
7	02633	Drainage Structure 5ft to 7ft Deep	5	Each	\$3,500.18	\$17,501
8	02633	Drainage Structure Clean Out Box 3ft to 5ft Deep	3	Each	\$2,888.81	\$8,666
9	02633	5ft Standard Manhole	4	Each	\$2,666.24	\$10,665
10	15066	Storm Drain Flared End Section - 18 inch	2	Each	\$421.26	\$843
11	15066	Pipe Plug	2	Each	\$450.00	\$900
12	15066	Pipe Collar	1	Each	\$350.00	\$350
13	15066	12 Inch Irrigation/Storm Drain Class C, Smooth	149	Ft	\$97.79	\$14,571
14	15066	18 Inch Irrigation/Storm Drain Class C, Smooth	618	Ft	\$112.83	\$69,729
15	15066	14x23 Inch Irrigation/Storm Drain Class C, Smooth (HECP)	43	Ft	\$86.00	\$3,698
16	15066	19x30 Inch Irrigation/Storm Drain Class C, Smooth (HECP)	684	Ft	\$90.00	\$61,560
Storm Drain Subtotal						\$231,334.00

Standard Bid Items						
Bid Item Number	Bid Item	Bid Item	Quantity	Units	Price	Cost
17	01555	Traffic Control	1	LS	\$7,174.32	\$7,174
18	01555	Maintenance of Traffic	1	LS	\$2,039.02	\$2,039
19	01705	Mobilization	1	LS	\$9,439.90	\$9,440
20	01725	Survey	1	LS	\$174.70	\$175
Standard Bid Items Subtotal						\$18,828

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WOODS CROSS CITY
AND
NORTH SALT LAKE CITY**

AN AGREEMENT by and between the **Cities of Woods Cross, Utah (WX)** and **North Salt Lake, Utah (NSL)** to apportion certain construction and right of way costs associated with the rebuild of 1100 North/ 2600 South.

WHEREAS, North Salt Lake has competed for a federal construction grant to rebuild 1100 North/2600 South “ Road”, and

WHEREAS, The Road abuts the south corporate boundary of Woods Cross, UT “WX”

WHEREAS, there are certain improvements to the Road that primarily benefit each of the cities individually, WX has agreed to pay for those delineated improvements , and

WHEREAS, this is a federal matching grant, WX will pay 50% of the costs of improvements that the cities have agreed have a primary benefit to WX.

NOW, THEREFORE let it be agreed that:

1. NSL will administer and oversee the project and process all payments to the contractor.
2. WX will have the right to examine any project documents including appraisals which may aide them in evaluating the appropriateness of charges made pursuant to this agreement.
3. NSL will bill WX for charges associated with the project. WX will have 15 days from the receipt of the invoice from NSL to pay the costs of charges.
4. WX will have the right to review the bid documents and request changes to those documents as they pertain to work for which they have obligated themselves.
5. WX agrees to pay 50%of the following costs as shown in Attachment 1 (Estimate of Costs) :
 - a. All costs , including appraisal cost, for the cost of rights-of- way, rights of entry, construction easements, slope easements, etc. on the north side of the Road adjacent to the WX city boundary.
 - b. All costs of construction of improvements north of the Top Back of Curb adjacent to the WX boundary, including but not limited to relocating mailboxes, installing new sprinkler systems, new sod, replacing trees, new sidewalk, new driveway approaches, replacing private driveways, relocating fences, etc..
6. WX will pay 100% of the WX culinary water and WX storm drain costs, including but not limited to new lines, line relocation, line upsizing, new boxes, box replacement, meter relocation or replacement, fire hydrant installation or relocation and manhole or valve box adjustment.

7. WX will have the right to perform field inspections on all WX improvements. On all items in section 5 above, WX will contact NSL with any proposed field changes to the construction plans. NSL will make the final decision on how to proceed with the proposed change and contact the contractor. On all items in section 6 above, WX can make proposed changes to the construction plans without approval of NSL, however WX will still contact NSL of the change for purposes of construction management, as-built drawings, etc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

ATTEST:

WOODS CROSS CITY,
A Utah municipal corporation

City Recorder

By: _____
Mayor

ATTEST:

NORTH SALT LAKE CITY,
A Utah municipal corporation

City Recorder

By: _____
Mayor

WOODS CROSS SHARED COST ENGINEER'S ESTIMATE
1100 North Road; Redwood Road to 110 East
PROJECT # S-1386(1)0 PIN 10013

Construction Items		Total Cost
Roadway/Drainage Bid Items		\$56,627
Standard Bid Items		\$2,873
Landscaping Bid Items		\$18,886
		Subtotal
		20% Contingency
Construction Subtotal		\$94,062
Preliminary Engineering (50%)		\$3,037
Construction Engineering (50%)		\$1,242
Right of Way		\$36,531
TOTALS		\$98,341

Roadway/Drainage						
Bid Item Number	Bid Number	Bid Item	Quantity	Units	Price	50% Cost
1	02528	Landscape MSC Wall	1	LS	\$790.00	\$395
2	02528	Drop Down Drive Approach	1504	Sq Ft	\$4.65	\$3,497
3	02528	Open Drive Approach	2312	Sq Ft	\$4.65	\$5,376
4	02528	Asphalt Driveway	199	Ton	\$85.00	\$8,458
5	02528	Concrete Driveway	2103	Sq Ft	\$4.27	\$4,490
6	02930	Restore Landscaping	450	Sq Ft	\$4.25	\$957
7	02528	Pedestrian Access Ramp	10	Each	\$1,200.00	\$6,000
8	02528	Sidewalk	12514	Sq Ft	\$3.69	\$23,089
9	02528	Sidewalk 6 Inches Thick	193	Sq Ft	\$4.65	\$449
10	02805	Relocate Mailbox	2	Each	\$148.04	\$148
11	02831	3 Foot Chain Link Fence	193	Ft	\$10.00	\$965
12	02831	4 Foot Chain Link Fence	863	Ft	\$6.50	\$2,805
Roadway/Drainage Subtotal						\$56,626.50

Standard Bid Items						
Bid Item Number	Bid Item	Bid Item	Quantity	Units	Price	50% Cost
13	01555	Traffic Control	1	LS	\$1,966.11	\$983
14	01555	Maintenance of Traffic	1	LS	\$558.79	\$279
15	01705	Mobilization	1	LS	\$2,586.98	\$1,293
16	01725	Survey	1	LS	\$633.97	\$317
Standard Bid Items Subtotal						\$2,873

Landscaping						
Bid Item Number	Bid Item	Bid Item	Quantity	Units	Price	50% Cost
17	02912	Strip and Stockpile Topsoil	2369	Sq Yd	\$1.45	\$1,718
18	02912	Contractor Furnished Topsoil	389	Sq Yd	\$10.00	\$1,946
19	02922	Drill Seeding	0.41	Acre	\$800.00	\$165
20	02922	Drill Seeding Wetland Mix	35	1000 SF	\$8.06	\$141
21	02911	Wood Fiber Mulch	0.49	Acre	\$1,103.61	\$270
22	02922	Turf Sod	3503	Sq Ft	\$0.49	\$858
23	02930	Landscape Restoration	7843	Sq Ft	\$2.00	\$7,843
24	02930	Landscape Rock	1261	Sq Ft	\$1.50	\$946
25	-	Pressurized Irrigation System	1	LS	\$10,000.00	\$5,000
Landscaping Subtotal						\$18,886

Right-of-Way						
Bid Item Number	Bid Item	Bid Item	Quantity	Units	Price	50% Cost
-	-	Right of Way	1	LS	\$36,009.00	\$18,005
-	-	Cost to Cure	1	LS	\$12,831.00	\$6,416
-	-	Right of Way Consultant Contract	1	LS	\$24,222.31	\$12,111
Right-of-Way Subtotal						\$36,531

WOODS CROSS DRAINAGE ESTIMATE
1100 North Road; Redwood Road to 110 East
PROJECT # S-1386(1)0 PIN 10013

Construction Items	Total Cost
Storm Drain Bid Items	\$231,334
Standard Bid Items	\$18,828
Subtotal	\$250,162
20% Contingency	\$50,032
Construction Subtotal	\$300,194
Preliminary Engineering	\$27,380
Construction Engineering	\$9,062
TOTALS	\$336,636

Storm Drain						
Bid Item Number	Bid Number	Bid Item	Quantity	Units	Price	Cost
1	02221	Remove Catch Basin	7	Each	\$477.40	\$3,342
2	02221	Remove Pipe Culvert	926	Ft	\$11.36	\$10,519
3	02221	Remove End Section	1	Each	\$150.00	\$150
4	02570	Reconstruct Catch Basin with Grate	2	Each	\$1,253.48	\$2,507
5	02633	Drainage Structure Combo Box - Combination CB and Cleanout Box	3	Each	\$3,000.00	\$9,000
6	02633	Drainage Structure 3ft to 5ft Deep	6	Each	\$2,888.81	\$17,333
7	02633	Drainage Structure 5ft to 7ft Deep	5	Each	\$3,500.18	\$17,501
8	02633	Drainage Structure Clean Out Box 3ft to 5ft Deep	3	Each	\$2,888.81	\$8,666
9	02633	5ft Standard Manhole	4	Each	\$2,666.24	\$10,665
10	15066	Storm Drain Flared End Section - 18 inch	2	Each	\$421.26	\$843
11	15066	Pipe Plug	2	Each	\$450.00	\$900
12	15066	Pipe Collar	1	Each	\$350.00	\$350
13	15066	12 Inch Irrigation/Storm Drain Class C, Smooth	149	Ft	\$97.79	\$14,571
14	15066	18 Inch Irrigation/Storm Drain Class C, Smooth	618	Ft	\$112.83	\$69,729
15	15066	14x23 Inch Irrigation/Storm Drain Class C, Smooth (HECP)	43	Ft	\$86.00	\$3,698
16	15066	19x30 Inch Irrigation/Storm Drain Class C, Smooth (HECP)	684	Ft	\$90.00	\$61,560
Storm Drain Subtotal						\$231,334.00

Standard Bid Items						
Bid Item Number	Bid Item	Bid Item	Quantity	Units	Price	Cost
17	01555	Traffic Control	1	LS	\$7,174.32	\$7,174
18	01555	Maintenance of Traffic	1	LS	\$2,039.02	\$2,039
19	01705	Mobilization	1	LS	\$9,439.90	\$9,440
20	01725	Survey	1	LS	\$174.70	\$175
Standard Bid Items Subtotal						\$18,828

RESOLUTION NO. 2014-8R

**A RESOLUTION PROCLAIMING APRIL 26, 2014 AS ARBOR DAY IN
NORTH SALT LAKE CITY**

WHEREAS, Arbor Day is observed throughout the nation and the world on the fourth Friday in April,
and

WHEREAS, Arbor Day will be observed in North Salt Lake City on April 26th at Deer Hollow Park for
the **planting** of shade trees, and

WHEREAS, the dedication of Utah's urban and community foresters, city officials, and citizens in
planting and caring for trees is a cause for celebration and rededication, and

WHEREAS, trees beautify our entire city and enhance our surroundings when planted and cared for in
our public parks, along park strips, on private lands, and within recreation areas such as our golf
course and biking and hiking trails, and

WHEREAS, trees clean the air and water, attract birds and wildlife by providing habitat, moderate the
earth's temperature, decrease energy costs, provide shade and windbreaks, impede the erosion of
our precious topsoil, and create a more livable community, and

WHEREAS, trees increase property values in North Salt Lake, enhance the economic vitality of its
business areas, and beautify our surroundings, and

WHEREAS, trees, wherever they are planted, are a source of enjoyment, hope, and spiritual renewal, and

WHEREAS, "He plants trees to benefit another generation." Caecilius Statius, 220-168 B.C., quoted by
Cicero in De Senectute, VII.

NOW, THEREFORE, I, LEONARD K. ARAVE, Mayor of the City of North Salt Lake, do hereby
proclaim Arbor Day in our city and urge all citizens to celebrate Arbor Day and to support efforts
to provide and to protect our trees and woodlands for this generation and future generations.

PASSED AND ADOPTED by the City Council of the City of North Salt Lake, this 1st day of April 2014.

NORTH SALT LAKE CITY

By:

Leonard K. Arave, Mayor

ATTEST:

By:

D. Barry Edwards, City Recorder



NORTH SALT LAKE COMMUNITY AND ECONOMIC DEVELOPMENT

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, Assistant City Manager

DATE: April 1, 2014

SUBJECT: Ordinance 2013-04: An ordinance amending the City's Zoning Map from the SR Zone to the P District and approving a development agreement for the Granite Ridge subdivision located adjacent to and west of Edgewood Estates

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of Ordinance No. 2014-03 rezoning the subject property to the P District and approving the development agreement for the Granite Ridge subdivision located adjacent to and west of Edgewood Estates.

On March 25, 2014, the Planning Commission recommended approval of this application to the City Council.

BACKGROUND

You may recall that the application process for zoning property to the Planned District begins with review and approval of a General Development Plan by the Planning Commission and City Council. After approval of the General Development Plan, applicants then request a formal amendment to the City's Zoning Map to designate the property to the P District. Chapter 10-13 of the Land Use Ordinance also requires the creation and adoption of a development agreement that is intended to implement the previously-approved General Development Plan. The action proposed on this agenda is adoption of an ordinance that: 1) amends the Zoning Map to the P District for the Granite Ridge project; and, 2) approves the attached development agreement related to the project.

Application and approval history

Since this project and its agreement are complicated, I thought it might be helpful for the Council to include a brief history of meetings and minutes related to this project. This is a summary of the meetings that have taken place related to Granite Ridge:

General Development Plan

January 14, 2014: Planning Commission meeting (tabled)

January 28, 2014: Planning Commission meeting – PC approved plan and sent it to Council

February 4, 2014: City Council meeting – Council approved the plan

Re-zone to P District

March 11, 2014: Planning Commission meeting – conducted required Public Hearing (tabled)

March 25, 2014: Planning Commission meeting – recommended approval to Council (minutes not yet available).

As stated previously, since the re-zoning action and approval of the development agreement are based upon the General Development Plan approval, this portion of the staff report will provide an explanation of how the current application is in compliance with the initial Plan approval.

On February 4, 2014 the City Council approved a general development plan for Granite Ridge with the following conditions. I have attached an explanation of how the proposed application has met these conditions:

- 1) That the phasing plan be adopted as part of the development agreement for this project that provides for the mining of the property immediately adjacent to Granite Ridge on the south and the west to be completed first and the south and southwest portions of the subdivision to be completed in later phases to avoid conflict with mining activities. ***The proposed phasing plan is found in Paragraph 4.6 of the proposed development agreement. It states that the project has 3 phases and that Phase 1 will begin in the north portion of the property, accessing from Edgecrest Lane. Phases 2 and 3 then move south towards the Granite mining area with one phase planned each calendar year.***
- 2) That the development contains architectural and design standards that apply to the small lots for the purpose of providing an interesting and varied streetscape where those lots are located. ***There are two exhibits in the attached development agreement that constitute both the zoning requirements and the architectural and design standards for the proposed project. They are Exhibits C and D.***
- 3) That the future development agreement contains acceptable methodology for notification of project residents of the proximity and frequency of mining activities adjacent to the project. ***Exhibit F of the proposed development agreement contains a proposed disclosure and notification plan. The plan also includes disclosures in two sets of CC&Rs for the project.***
- 4) Recommendation that lot 101 be downsized to include actual trail width adjacent to the road. ***This condition was met and has been satisfied in subsequent plan submittals.***
- 5) That this approval does not commit the City to 64 lots in this proposed subdivision. ***Approval of the proposed development agreement will commit the City to an entitlement of sixty-four (64) lots. The Council should know, however, that the***

applicant has already submitted their preliminary design plan and it contains sixty-one (61) lots due to some re-designing of the project.

Planning Commission Review

The Planning Commission spent a significant amount of time on this project and was concerned that the streetscape along the west side of the project where the smallest lots are located would be unattractive. They requested that Brighton Homes submit architectural and design standards that would have the effect of varying setbacks, home designs, colors, driveway widths and landscaping. Those standards were ultimately created in Exhibit C of the proposed development agreement.

POSSIBLE MOTION

I move that the City Council approve Ordinance No. 2014-03: An ordinance amending the City's Zoning Map from SR to P District and adopting the proposed development agreement for the Granite Ridge project located adjacent to and generally west of Edgewood Estates.

Attachments

- 1) Minutes of Previous meetings
- 2) Ordinance No. 2014-03
- 3) Proposed Development Agreement

GRANITE RIDGE
GENERAL DEVELOPMENT PLAN
MEETING MINUTES

January 14, 2014 Planning Commission meeting

January 28, 2014 Planning Commission meeting

February 4, 2014 City Council meeting

the motion. The motion was approved by Commissioners Oblad, Drinkall, Jensen, Knowlton, Baskin, Garn and Council Member Mumford.

5. CONSIDERATION OF PROPOSED AMENDMENTS TO THE LAND USE ORDINANCE REGARDING CIRCULAR DRIVEWAYS.

Jim Spung reported that the changes made to this ordinance include; the percentage of driveway frontage on the front property line with 15' maximum for two driveways or a 30' maximum for one driveway however at no time shall the paved frontage exceed 35% of the total lot frontage. The other change is that the minimum width of the driveway was eliminated and only shows maximum width requirements. The last change includes text in the code to explain the diagram more clearly.

Council Member Mumford commented that in some lots in the City that have small frontage that this would put a lot of homes out of compliance with the 35% requirement. He also asked if someone re-paves their driveway if they would then have to come into compliance with the current Code.

Commissioner Knowlton said that the 35% is workable but should have a clause that if the frontage is less than a certain size or percent then this percentage does not apply.

Ken Leetham stated that this would not work for cul-de-sacs, and that staff could possibly create a guideline such as 35% for a certain size lot. He also said that the 35% limit could just apply to the circular driveway provision and not driveways in general. Commissioner Knowlton mentioned that when he had mentioned this percentage requirement in the previous meeting, that he had intended it to apply only to circular driveways.

Commissioner Baskin moved to recommend approval to the City Council the proposed changes to 10-6-2 with the exception of deleting lines 16 & 17, amending line 41 after the word "lot" and inserting "in a circular driveway," and at line 58 eliminate the language "In any instance where" and insert "If". Approve as a future study item with regard to the amount of frontage that is allowed with pavement. Commissioner Knowlton seconded the motion. The motion was approved by Commissioners Oblad, Drinkall, Jensen, Knowlton, Baskin, Garn and Council Member Mumford.

6. CONSIDERATION OF A GENERAL DEVELOPMENT PLAN FOR GRANITE RIDGE LOCATED DIRECTLY WEST OF THE EDGEWOOD ESTATES DEVELOPMENT. PATRICK SCOTT-BRIGHTON HOMES, APPLICANT.

Ali Avery reported that on December 10th, 2013 this item was brought before the Planning Commission for discussion. This new subdivision includes 64 single lots and is currently zoned as Special Use Restricted (SR) which is primarily for mining operations. The applicant is proposing to rezone the area as residential. Per City Code regulations this general development plan approval requires that the Planning Commission give a positive recommendation to the City Council for this application to move forward prior to the rezoning of the property. This property is divided into two zoning categories including large lots with a minimum lot size of 12,000 square feet and small lots with a minimum lot size of 6,000 square feet.

The development regulations would be the same as the regulations placed on any subdivision in the R1-10 zoning district with the exception of the following: a change in the lot size, depth, frontage and width. There would also be changes in setbacks, impervious coverage, minimum buildable area and the allowance of a downhill cul-de-sac.

The applicant is also asking for an exception to the City's road grade maximum, which is 12%, by proposing sections of road at a 15% grade. The DRC does not recommend approval of the road grade exception for safety reasons involving the general public, City snow removal crews, and emergency personnel.

Mrs. Avery also reported that Parcel A runs along the Kern River gas line easement and would likely be dedicated to the City to include the trail that would meander across Parcel A, the Edgewood property and the Villas at Bella Vida, and then connect up to the Wild Rose Trail on Parkway Drive. Parcel C will include the detention basin and Parcel B would be unbuildable due to the slope of the land, and will likely remain open space. The environmental impact report has been submitted and doesn't appear to have any detrimental effects to plant or wildlife as the property was previously mined and has not been in a natural state for some time. The Geotechnical report is being reviewed by a third party and would then need to be reviewed and accepted by the City engineer. The DRC is recommending that this development plan be tabled until the Geotechnical report is reviewed, as per the code requirement involving any property within the Sensitive Lands Overlay.

Council Member Mumford commented that the changes that Brighton wants includes a change in impervious coverage and asked if there would be an issue in water run-off, etc and if the coverage applied to the homeowner as well. Ali Avery responded that it would apply to the homeowner as well and not just the builder. Mrs. Avery also mentioned that a similar percentage of impervious surface has been allowed in the Foxboro development for many years, and a problem has not been observed with drainage.

Commissioner Jensen asked how much longer the area would be mined. Paul Ottoson responded that if the subdivision is approved it would be beneficial for the mining to the south of the property to be completed as quickly as possible but that the City would have to work with Granite on a plan.

Council Member Mumford also asked how water run-off, storm drainage and retention would be handled in the downhill cul-de-sac. Paul Ottoson replied that until the slope is determined, he is unable to see how the drainage for the downhill cul-de-sac will be handled. Staff is working with the owners of the Bella Vida property on the sanitary sewer and storm drain issues. The detention basin would be designed based on the estimated impervious coverage of the lots.

Commissioner Garn asked if there would be blasting near the subdivision. Paul Ottoson responded that the City has no jurisdiction over the mining and that the State controls that.

Paul Ottoson also responded to the Commissioners questions and said that there would not be a pump house at the detention basin, and that the lots would be built up with fill to have everything on the lot slope towards the street including the driveway. He also commented that on the S-shaped curves in the area that there be a berm or barrier required to help cars stop.

Commissioner Baskin asked what the home prices would be on the 6000 square foot size lot. Patrick Scott, Brighton Homes, responded that the price point had not been determined but anticipated that the homes will be in the mid \$300- \$400,000 range.

Council Member Mumford asked that, due to the minimum buildable area exception requested, if there would be massive amounts of cutting and grading in the area. Mr. Scott responded that due to the topography there would be a good amount of grading needed. The post development slope will depend on the grading and necessary retaining walls.

Patrick Scott also replied that in regards to the 15% slope they are requesting an exception but that not all areas of the roadway will be 15% grade, but that it will mainly include the S-shaped curves. The intent of the 15% slope is to make all the lots usable and more functional. He asked what changes or suggestions especially in regards to the road grades the Commission would like to see before the next meeting.

Ken Leetham commented that per City code the road grades of 12% grade are a public safety issue and should not be exceeded.

Commissioner Knowlton said that it would be useful for Brighton Homes to provide an example of what the street would look like with a 12% grade and what would be lost if that slope could

not be increased. Mr. Scott replied that the greater slope mainly benefits the double frontage lots and if the steeper grade is allowed the amount of elevation change on those lots makes them 10-15 feet longer.

Commissioner Baskin commented that she is concerned about the lots on the west side of the development, including the size, location and view as they are very small lots overlooking the mining pit, the refineries and the drop-off in the back. Mr. Scott replied that they did deepen those lots by 10' to buffer the backyard more.

Council Member Knowlton moved that this item be tabled until the geotechnical report is approved by the City engineer. Council Member Jensen seconded the motion. The motion was approved by Commissioners Oblad, Drinkall, Jensen, Knowlton, Baskin, Garn and Council Member Mumford.

7. CONSIDERATION OF A CONCEPT PLAN FOR EAGLEWOOD COVE PHASES 13-15 LOCATED GENERALLY EAST OF TANGLEWOOD LOOP. SCOTT KJAR-EAGLEWOOD INVESTMENT, LLC, APPLICANT.

Ken Leetham reported that this project has been years in the making. This property was annexed into the City in 1992 and has been difficult to develop due to the topography. It is an 85 lot subdivision on 96 acres. When the City allowed development of the property there were certain conditions including road grades at 12% or less, preservation of vegetation, and cuts and fills limited to 20'. All of these issues were addressed well in the concept plan with good design and a retaining wall system.

Mr. Leetham commented that on the current subdivision plan that there are a couple lots where the City would like to work with the applicant on disturbing less of the area. This project also requires approval of a geotechnical report from the City Engineer. There is also a trailhead proposed on a parcel at the east of the development with 6-7 parking spaces and a pathway to the City's water tank location as a trail connection to the future Bonneville Shoreline Trail. This project creates the need for a new water tank. There will also be two detention ponds for storm drainage that would be owned and maintained by the City.

Ken Leetham also reported that technical issues on this project include areas of access and retaining walls that need to be built. He indicated further that the detention pond lots may not meet the minimum requirements for lots and may require variances.

Commissioner Baskin commented that North Salt Lake had no choice or say in the location of this charter school. The state legislature determined only the State and the school can select the location, which is near a sewage plant and across from this proposed trucking facility. The school chose to be in this industrially-zoned location even though the City did not recommend this location.

Commissioner Jensen said that there is so much traffic and congestion near Spectrum Academy, which is another charter school in the City, and asked if there would be the same issue here. Ken Leetham responded that similar issues are likely at this location and the first step to reduce the conflict will be for the school to adjust how the children are dropped off and picked up. Solutions may include re-striping the street, adding crossing guards, or staggering start times. None of those methods are likely to be used until the school tries to resolve possible conflicts.

Commissioner Drinkall moved that the Planning Commission approve the site plan and the conditional use permit for the increase in driveway width for the Jordan River Partners located at 1390 West Jordan River Drive with the following two conditions:

- 1) **Proof of recording of a lot line adjustment with Davis County must be submitted prior to the City in issuance of a building permit.**
- 2) **Prior to the issuance of a building permit, the landscaping plan shall be re-submitted to City staff to include a tree spacing at a maximum of 30 feet. The landscaping plan should also include the re-location of a tree that is obstructing the clear view area at the intersection of 1200 West and Jordan River Drive.**

Council Member Mumford seconded the motion. The motion was approved by Commissioners Oblad, Drinkall, Jensen, Knowlton, Baskin, Garn and Council Member Mumford.

3. **CONSIDERATION OF A GENERAL DEVELOPMENT PLAN FOR GRANITE RIDGE LOCATED DIRECTLY WEST OF THE EDGEWOOD ESTATES DEVELOPMENT. PATRICK SCOTT-BRIGHTON HOMES, APPLICANT.**

Ken Leetham reported that this is the third time this proposal has been brought before the Planning Commission. Previously there was no approval from the City Engineer or the third party engineering group on the geotechnical findings. They have now given their approval and the application is complete. The plan has also been altered so there are no road grades proposed above 12%.

Mr. Leetham also commented on the trail along the eastern property line and that it would need to meander across both the Edgewood and Granite sites to help minimize the slope of the trail. During the first discussion of this development plan, it was apparent the property is surrounded by mining activity, and that the southern boundary of the subdivision would be near active mining. City staff recommends approval of the concept plan but suggests that the Planning Commission consider requiring in the development agreement that there be a schedule for removal of material to accelerate the mining activities closest to the subdivision.

Council Member Mumford asked if the State owned parcel is currently in conflict and if the parcel closest to the proposed subdivision could be mined prior to mining the UDOT parcel. Ken Leetham responded that it is the former UDOT parcel.

Chris Faulhaber, Granite Construction Company, said that the State parcel is now owned by Lakeview Rock Products and they have entered into an agreement with Granite to potentially mine their property as well. He commented that may not be the most cost effective, but it would be in everyone's best interest to mine the area closest to the proposed subdivision as soon as possible. They will most likely add a small track mounted crusher up there to move the material quicker. Granite would like to have a phasing plan for mining operations that best suits Granite, Lakeview and Brighton Homes.

Council Member Mumford asked Mr. Faulhaber how long that phasing plan would take and if the site would be mined later as well. Mr. Faulhaber responded that it would be around 6-8 months and the additional mining would occur for approximately 5 more years; after which they would move to the southern portion. Mr. Faulhaber was not sure of the anticipated timeline because their mining operation is dependent on the economy.

Nate Pugsley, Brighton Homes, commented that it will take some time to get through all the property for mining but that the mining in the area west of the subdivision is mostly complete. Mr. Pugsley also added that they are proposing to install a 6' wrought iron fence along the western edge of the subdivision for safety, in addition to the 100 foot buffer between the subdivision and the drop-off.

Council Member Mumford asked if the earthen berms would be placed at the S curves on the proposed road. Ken Leetham responded that other areas of the City have sharp curves and that treatment of these issues would be addressed during the final platting process.

Commissioner Oblad asked if the issues regarding the proposed downhill cul-de-sac had been resolved. Ken Leetham responded that the cul-de-sac was acceptable to the City Public Works Director; however there were still some concerns so minor adjustment may have to be made. Mr.

Leetham also said a detention pond and access drive is proposed at the end of the cul-de-sac which will help with snow removal.

Commissioner Jensen asked if there would be any parks planned for this development. Nate Pugsley responded that depending on the final design, the detention pond may also serve as a park. There are also a few lots that may be too steep to develop, but could possibly be turned into trails. Mr. Pugsley also said this development may partner with the Bella Vida Properties HOA to share access to their pool, clubhouse, and parks which would help bring down HOA costs for everyone in that area. This would also help Bella Vida Properties sell more homes as they are currently having trouble due to the high HOA fee.

Commissioner Knowlton asked how the streetscape will appear and if it would be long rows of two car garages due to the smaller lot size. Mr. Pugsley responded that there will most likely be 20' to the garage and 15' to the living space to encourage variability along with the variety of plans available with the HOA maintaining the common areas.

Commissioner Baskin asked what the geotechnical report showed and who the third party engineer was. Nate Pugsley responded that there were some issues as the soil engineer added fill in some areas and the City Engineer did not like that solution and asked that all the fill be removed then replaced and compacted in layers. There was approximately 300 feet of linear road where this was an issue but Brighton Homes will comply. He also commented that the third party company was GeoStrata.

Commissioner Baskin commented that on the project's proposed development regulations that the Maximum Impervious Coverage was 60% on the smaller lots and what that entails. Ken Leetham responded saying that driveways, patios, roofs or any other impervious surface would be included in this calculation. He also stated that this was a reasonable regulation for this proposed lot size.

Commissioner Drinkcall moved that the Planning Commission recommend approval of the general development plan for Granite Ridge to the City Council with the caveat to review and discuss those options for a phasing plan for the mining area south of the development. Commissioner Jensen seconded the motion.

Commissioner Knowlton commented that he was concerned that a 60 foot wide lot frontage with three car garages would be visually unappealing and might suffer from a low percentage of front yard landscaping. This would be the time to address streetscape and landscaping criteria as the opportunity may not arise later. He asked that there be some language that would give the builder

and the City some flexibility and would specify the maximum width of the building frontage that is dedicated toward the garage.

Ken Leetham recommended adding a condition to the general development plan to include design guidelines or architectural standards in the development agreement.

All motions were withdrawn.

Commissioner Drinkall moved that the Planning Commission recommend approval of the general development plan for Granite Ridge to the City Council subject to a development agreement that would specify architectural and site design standards for the purpose of addressing streetscapes on the smaller lots along with the caveat to discuss and review a phasing plan for the mining operations south of the development. Commissioner Jensen seconded the motion. The motion was approved by Commissioners Oblad, Drinkall, Jensen, Knowlton, Garn and Council Member Mumford. Commissioner Baskin voted in opposition of the motion.

Commissioner Baskin commented that in the early stages of this development plan she was concerned about safety and noise issues as well as the steepness of the terrain. This development would be visible upon entering the City and the small lots would give the appearance of low cost housing at a high price. Any future changes will not be able to mitigate the dangers and Commissioner Baskin said she could not support this development in good conscience.

4. CONSIDERATION OF PROPOSED AMENDMENTS TO THE LAND USE ORDINANCE REGARDING RESIDENTIAL FENCE HEIGHT

Jim Spung reported that the recommended changes from the last meeting were included in the most current draft. Those changes include clarifying references to the Land Use Ordinance, clarifying that property owners who desire to install a fence do not need permission from adjacent property owners, and clarification regarding the placement of 8' and special fencing regulations; and all other wording as specified by the Planning Commission.

Ken Leetham responded that lines 86-88 and lines 140-142 of the draft are referring to 8' fences and special fencing respectively. It is not proposed that these regulations apply to all fences as City Staff would not want to propose an ordinance which would create a large number of non-conforming fences.

Council Member Mumford commented that clarification should be given to show that special fencing will only be allowed in certain areas and that a conditional use permit would be required

167 Steve Aase, 911 West Somersby, addressed the Council and stated that he moved into the City in
168 2010 and that he is very happy with the results of the South Foxboro Park and everything the
169 Council has done to make that a great park.

170

171 **Council Member Mumford moved to appoint Steven Aase to the North Salt Lake Parks,**
172 **Trails, Arts and Recreation Advisory Board. Council Member Jensen seconded the motion.**
173 **The motion was approved by Council Members Jensen, Porter, Mumford and Horrocks.**
174 **Council Member Jacobson was excused.**

175

176 Council Member Porter reported that he would like to recommend the appointment of Camille
177 Thorpe to this board as well. He said she is well-rounded in each of the areas constituting the
178 new board and believes she would do a good job.

179

180 Camille Thorpe, 80 North Main, addressed the Council and said that she works in Human
181 Resources and also as a designer and is happy to volunteer.

182

183 **Council Member Porter moved to nominate Camille Thorpe as a member of the North Salt**
184 **Lake Parks, Trails, Arts and Recreation Advisory Board. Council Member Horrocks**
185 **seconded the motion. The motion was approved by Council Members Jensen, Porter,**
186 **Mumford and Horrocks. Council Member Jacobson was excused.**

187

188 3. CONSIDERATION OF A GENERAL DEVELOPMENT PLAN FOR THE
189 PROPOSED GRANITE RIDGE SUBDIVISION LOCATED WEST OF EDGEWOOD
190 ESTATES-BRIGHTON HOMES; APPLICANT

191

192 Ken Leetham reported that this project has been brought before the City Council once before and
193 the Planning Commission several times. This area is currently zoned Special Use Restricted (SR)
194 which allows for gravel mining/extraction. It is also located within a Sensitive Lands Overlay
195 zone which adds another layer of environmental and geotechnical review. Brighton Homes is
196 proposing to have this rezoned to a P District which is a two step process. The Council would
197 approve a general development plan first and the second step would be a traditional rezoning
198 process. There were some concerns discussed with City staff and the Planning Commission
199 including how close this subdivision would be to the mining activities. There will be property
200 mined to the south and southwest portion of this subdivision including the portion formerly
201 owned by UDOT. Granite Construction and Brighton Homes proposed that if possible, they
202 would have the areas closest to the subdivision mined first and then Brighton Homes would
203 begin their development but leave the area next to the south side to be developed later to reduce
204 the conflict. The recommendation from the Planning Commission includes a condition that a
205 phasing plan would be included in the agreement providing for the mining immediately adjacent

206 to Granite Ridge on the south and west to be completed first, and the south and southwest
207 portions of the subdivision to be completed in later phases to avoid conflicts with mining
208 activities. The second condition of approval is the streetscape, and that architectural standards
209 are established that would vary the street appearance. This could include varying the setbacks
210 and home styles allowed next to each other. The third condition is to insure that there is proper
211 notification for future residents of the blasting and mining activities occurring adjacent to the
212 subdivision. The proposed zoning provisions for this project are similar to the City code for an
213 R1-10 zoning but vary in the following aspects: the minimum lot area for the large and regular
214 lots, the setbacks for the front yards, and the minimum buildable area of 2, 500 to 3,500 square
215 feet versus the 5,000 for the R1-10 Zoning.

216

217 Council Member Porter asked if the trail in this area would be a decent grade. Ken Leetham
218 responded that the trail would be located on Edgewood Property and Granite Ridge Property and
219 that the more width on the trail corridor would result in a better grade.

220

221 Paul Ottoson said that when the Edgewood property was surveyed some sections were up to 16'
222 which is quite steep. If the trail meanders over both properties the grade would be approximately
223 12'.

224

225 Council Member Jensen asked how committed the City was to the plan at this time. Ken
226 Leetham said that approval of the general development plan does grant concept approval
227 including the number of lots and the general layout. The formal entitlement would come when
228 the property is rezoned and a development agreement is approved.

229

230 Barry Edwards commented that the City Council still has the ability to approve or deny a rezone
231 which must take place before it becomes a P District.

232

233 Council Member Jensen commented that he is concerned about the steepness of the roads, the
234 steepness of the lots, the stability of the land and how cramped in the lots appear. He said he
235 does not want to commit to the number of lots at this point until he received more information on
236 the property.

237

238 Mayor Arave commented that the Edgewood subdivision nearby has approximately the same
239 size or smaller lots and that the widest lots in Foxboro are also similar in size. He also asked
240 whether parcels A, B and C, would be landscaped or not. Patrick Scott, Brighton Homes,
241 responded that this had not been decided yet but that parcel A would be dictated by what the
242 pipeline companies would allow. They would like to landscape the parcel and have an entry
243 monument there. Parcels B and C are too steep to do much with, but they may do some
244 landscaping there if possible.

245 Mayor Arave asked how far away the subdivision could be from the mining. Chris Faulhaber,
246 Granite Construction, responded that it needs to be 100' from a property line and 50' from a
247 permanent roadway.

248

249 Council Member Horrocks commented that he feels like this location is risky with the proximity
250 to the gravel pit.

251

252 Barry Edwards said that gravel has a known value and they can predict how much money they
253 can make off of an area. If a developer comes in they have to compete with that value. City staff
254 has looked at the value of putting homes there versus extending the mining cut in the hill, and
255 they feel that homes look better there visually.

256

257 Council Member Jensen asked what size homes would be in the subdivision. Patrick Scott
258 responded that they will vary starting at single story plans with a finished basement at 2,800 to
259 3,000 square feet. The price range would be \$325,000-\$350,000 with two to three car garages.

260

261 Mayor Arave asked if these would be City streets and if they would be difficult to maintain and
262 plow. Paul Ottoson responded that the developers have met City standards with a maximum
263 slope and curvature of 12%.

264

265 Council Member Jensen commented that he would like a tour of the area to get a feel of the
266 topography. Mr. Faulhaber said that the Council was more than welcome to tour the property.

267

268 Council Member Porter asked about dust control in the area and if it would be a concern. Mr.
269 Faulhaber responded that Granite operates in a developed community in Cottonwood Canyon
270 with minimal complaints and that they provide adequate water and meet State requirements.
271 Granite Construction is a Clean Utah partner in association with the Division of Air Quality
272 which is a voluntary program.

273

274 Council Member Jensen asked if there was concern for the stability on the hillside. Paul Ottoson
275 said that the geotechnical report said that the land is suitable to be built on. In regards to
276 landslides, the Wasatch Fault line is several hundred feet away from the nearest home.

277

278 Council Member Jensen also asked if there was a concern that future residents would be upset
279 that there is a gravel pit next to their homes. Council Member Mumford commented that there
280 should be permanent signs nearby that specify that the area is a blasting/mining zone.

281

282 Mayor Arave asked how far away the mining will be when the south area of the development is
283 started. Patrick Scott responded that it sounds like Granite should be around 300' away by the
284 end of the summer.

285

286 Chris Faulhaber commented that they hope to provide Brighton Homes with construction
287 material for their roads and basements. It will be a balancing act because they do not want to
288 blast too much because of the dust and water concerns.

289

290 **Council Member Jensen moved that the City Council continue this discussion in two weeks**
291 **so that those who want to can walk the land and get a better feel before they vote. Council**
292 **Member Mumford seconded the motion. The motion was approved by Council Members**
293 **Jensen and Mumford. Council Members Horrocks and Porter voted in opposition. Council**
294 **Member Jacobson was excused. Mayor Arave voted in opposition as the deciding vote.**

295 Council Member Mumford asked if the three recommended conditions provided by the Planning
296 Commission could be included in the motion.

297 **Council Member Porter moved to approve the proposed general development plan for**
298 **Granite Ridge with the following conditions:**

- 299 1) That the phasing plan be adopted as part of the development agreement for this
300 project that provides for the mining of the property immediately adjacent to
301 Granite Ridge on the south and the west to be completed first and the south and
302 southwest portions of the subdivision to be completed in later phases to avoid
303 conflict with mining activities.
304
- 305 2) That the development contains architectural and design standards that apply to the
306 small lots for the purpose of providing an interesting and varied streetscape where
307 those lots are located.
308
- 309 3) That the future development agreement contains acceptable methodology for
310 notification of project residents of the proximity and frequency of mining activities
311 adjacent to the project.
312
- 313 4) Recommendation that lot 101 be downsized to include actual trail width adjacent to
314 the road.

315 **Council Member Horrocks seconded the motion.**

316 Council Member Jensen asked that the motion include that this approval does not commit the
317 City to 64 lots in this subdivision.

318 **Council Member Porter moved to amend the motion and add that this approval does not**
319 **commit the City to 64 lots in this proposed subdivision. Council Member Horrocks**
320 **seconded the motion. The motion was approved by Council Members Mumford, Porter,**
321 **and Horrocks. Council Member Jensen voted in opposition. Council Member Jacobson was**
322 **excused.**

323

324 4. CONSIDERATION OF ORDINANCE 2014-02 AN ORDINANCE PROHIBITING
325 THE FEEDING OF CERTAIN WILDLIFE WITHIN THE CITY OF NORTH SALT
326 LAKE

327

328 Barry Edwards reported that the Division of Wildlife Resources (DWR) would like to help the
329 City get a deer removal program in place by spring. This is the first step towards that removal
330 plan which would include trapping and culling of the deer. He commented that wild turkeys are
331 another problem for the City.

332

333 Council Member Jensen asked why this excludes the feeding of other wild birds. Barry Edwards
334 responded that some people have the hobby of feeding other types of birds which they don't
335 want to discourage.

336

337 David Church commented that the City's Police Chief, Chief Black has asked that the penalty is
338 an infraction with no jail time and a fine up to \$500.

339

340 **Council Member Horrocks moved to adopt Ordinance 2014-02 prohibiting the feeding of**
341 **certain wildlife and establishing an effective date 30 days from February 5, 2014. Council**
342 **Member Porter seconded the motion. The motion was approved by Council Members**
343 **Jensen, Porter, Mumford and Horrocks. Council Member Jacobson was excused.**

344

345 Council Member Jensen commented that this ordinance needs to be announced so that residents
346 are aware of the fines and violations.

347

348 5. CONSIDERATION OF RESOLUTION 2014-04R: A RESOLUTION AMENDING
349 THE CITY'S COMPREHENSIVE FEE SCHEDULE RELATED TO CERTAIN
350 DEVELOPMENT FEES

351

352 Ken Leetham reported that this item has been on the action list for quite some time as the City
353 had hired a consultant in 2011 to look at the development fees. The recommended fee changes
354 are an assigned per minute cost per staff members. This includes how long staff, the City Council
355 and the Planning Commission spend on an application type. The study suggested several
356 recommendations that staff has not included for various reasons including conditional use

**GRANITE RIDGE
RE-ZONE TO P DISTRICT
MEETING MINUTES**

March 11, 2014 Planning Commission meeting

March 25, 2014 Planning Commission meeting (*draft not yet available*)

275

276 Pilar Briones, 779 Montclair Dr, commented that if the tower is approved for this location it
277 would be visible from every window of her home. She bought the property for the view next to
278 the golf course and assumed that nothing would be built there. She said her property values will
279 go down and that the residents were there first.

280

281 Mark Lockheed, 771 Centennial Drive, said that he would rather not have the tower but if they
282 do put in it he does not like the water tower design and would prefer something else.

283

284 Gary Smith, 430 Aerie Circle, commented that they should consider placing the tower above the
285 third green as there are not many homes in that area and the eyesore would be diminished.

286

287 Randy Adams, 364 Aerie Circle, said that the City needs the tower but not at this location. There
288 is a lot of hillside and it could be better placed. He also does not like the water tower design.

289

290 **Commissioner Oblad closed the public hearing at 7:49 p.m.**

291

292 Council Member Mumford commented that the majority of the residents do not want the water
293 tower design and that alternate proposals for the design would need to be considered at whatever
294 site is chosen.

295

296 Commissioner Jensen commented that she would like more data and to review the health studies
297 that were sent to the Mayor. She would also like to see other potential locations and design
298 options.

299

300 Paul Ottoson said that the City owns 90 acres higher up but that it is very steep and would be
301 difficult to access. He asked if the tower could be put up there and made shorter. Mr. Garcia
302 replied that the higher elevation causes interference from other cell towers in the area, and that
303 this was not a viable option.

304 The Planning Commission had a discussion about tabling the application. Ken Leetham indicated
305 that the Commission should really act on the application unless Verizon wants to voluntarily
306 request that they be given more time to explore other options. Mr. Garcia indicated to the
307 Planning Commission that he appreciated hearing the neighbors' concerns and that he would like
308 the Commission to defer action on this application so that Verizon could take additional time to
309 look at other options.

310

311

312 7. PUBLIC HEARING FOR AND CONSIDERATION OF A RE-ZONE TO P DISTRICT
313 FOR THE GRANITE RIDGE PROPERTY LOCATED DIRECTLY WEST OF THE

314 EDGWOOD ESTATES DEVELOPMENT. PATRICK SCOTT-BRIGHTON HOMES,
315 APPLICANT.

316

317 Ali Avery reported that Granite Ridge is currently zoned Special Use Restricted. On February 4,
318 2014 the City Council approved the general development plan with several conditions. City staff
319 is currently reviewing the preliminary design plan which has 61 home lots. The conditions of
320 approval are:

321

322 1) That the phasing plan be adopted as part of the development agreement for this project
323 that provides for the mining of the property immediately adjacent to Granite Ridge on the
324 south and the west to be completed first and the south and southwest portions of the
325 subdivision to be completed in later phases to avoid conflict with mining activities.

326

327 2) That the development contains architectural and design standards that apply to the small
328 lots for the purpose of providing an interesting and varied streetscape where those lots are
329 located.

330

331 3) That the future development agreement contains acceptable methodology for notification
332 of project residents of the proximity and frequency of mining activities adjacent to the
333 project.

334

335 4) Recommendation that lot 101 be downsized to include actual trail width adjacent to the
336 road.

337

338 5) That this approval does not commit the City to 64 lots in this proposed subdivision.

339

340 The applicant is asking for rezoning to a Planned (P) District. The development agreement is
341 approved by the City when the rezone occurs. The development agreement will include the
342 general development plan and also the setbacks and other exceptions to the City Code. The
343 approval process for the entire subdivision would go through the Planning Commission and the
344 City Council and would proceed through these steps: general development plan, the rezoning to
345 the P District, the preliminary design plan, final plat and construction drawings.

346

347 Ali Avery spoke on the conditions proposed by the City Council and the information the
348 applicant had submitted. For Condition 1, the phasing of the subdivision will be in three phases
349 with each phase to be constructed in a calendar year and will occur north to south with the
350 southern phase to be completed last to give Granite Construction time to finish mining near the
351 residential property.

352

353 In regards to the second condition, City staff made a few changes to the architectural and design
354 standards including adding clear-view restrictions for trees and making the driveway restrictions
355 more thorough and clear.

356

357 The third condition relates to notifying residents of the proximity and frequency of mining
358 activities and the applicant has submitted information stating that there will be a note in the
359 subdivision plat; a note in the seller's disclosures, and also in the CC&R's addressing the
360 proximity of mining operations to the project. Signage will also be placed along the mining area
361 boundaries.

362

363 The fourth condition is the recommendation to downsize Lot 101 to include a trail width. The
364 boundaries for Lot 101 have been updated on the preliminary design plan to increase the City's
365 right-of-way to include the public trail on the City-owned property.

366

367 The fifth condition is an agreement that the City would not be committed to 64 lots in the
368 subdivision. The proposed preliminary design plan that was just submitted contains 61 lots.

369

370 The DRC is recommending approval of the rezoning to P District for Granite Ridge with no
371 conditions.

372

373 Commissioner Oblad said that in regards to the architectural standards, similar houses would not
374 be right next to each other and asked how many proposed house designs there would be. Patrick
375 Scott, Brighton Homes, replied that they are still in the process of developing additional home
376 plans to fit the lot size and currently have 8-10 floor plans with 2-4 different elevations and
377 multiple color schemes. They would like to have 12-14 floor plans when the project starts.

378

379 Commissioner Oblad also asked if the garages would be the foremost part of the house. Mr. Scott
380 said that part of the reason they requested the smaller setback to the front porch was to de-
381 emphasize the garage and the flexibility to bring the porch or front of the house forward.

382

383 Commissioner Baskin commented that in regards to Condition 5 that it appears the City is not
384 committed to 64 lots but does commit to 61 lots. Ali Avery responded that the City is not
385 committed to a certain number of lots until the applicant gets approval of the preliminary design
386 plan.

387

388 Council Member Mumford commented that the variation on the streetscape is a start but that
389 similar homes could still be built near each other and that the wording needs to be stronger. He
390 said there are areas in Foxboro with identical homes next to each other and doesn't benefit the

391 look of the area. Mr. Scott said that the intent is not to allow just the color to be changed but to
392 make sure that the same colored homes, elevations, etc. are not right next to each other.

393

394 **Commissioner Oblad opened the public hearing at 8:22 p.m.**

395

396 Ron Barney, 209 Edgewood Circle, commented that he is right above the proposed development
397 and is concerned about the mining. He said his home is close enough to the mining operations
398 that he feels the mining and has noticed cracks in his home. He is also worried about the liability
399 the City would assume if something happened.

400

401 Mike McDonald, 818 Parkway Drive, said that he would like clarification on this development
402 and is concerned with the integrity of the land/soil there and what precautions have and will be
403 taken. He also said he has no opposition to the development.

404

405 **Commissioner Oblad closed the public hearing at 8:27 p.m.**

406

407 Paul Ottoson commented that the land where the development would be located is currently
408 zoned SR which means the entire property can be and will continue to be mined unless the
409 subdivision is approved.

410

411 Ron Barney said that his concern is that the homeowners in the area and those that would be
412 purchasing won't have a clue about what is going on, including how long and to what degree the
413 mining will occur. Paul Ottoson replied that the mining operations are regulated by the State and
414 not the City. He also commented that the City will have an aggressive program for disclosure at
415 the very least for the future residents of this development.

416

417 Council Member Mumford said that taking a section of land that would be mined and making it
418 more compatible with the neighboring homes and obtaining the trail connection is a win for the
419 City. He also said the best quality of life for those residents includes making sure they are safe
420 and notified.

421

422 Commissioner Baskin said that she still has issue with the lot sizes, the setbacks, the location
423 with regards to the adjacent subdivisions and that the notice alone does not eliminate the dust,
424 noise and tremors. She believes that this is not good land planning or use of the property, and the
425 City will regret this development.

426

427 Paul Ottoson commented on that the soil condition on the development property is fairly good
428 but that there is bedrock there. There was a geotechnical study conducted there as well.

429

430 Commissioner Knowlton commented in regards to the architectural rules and design standards
431 and that they needed to be more specific in regards to the visual impact including the driveway
432 width, setbacks, percentage of trees and grass in the front yard, etc.

433

434 **Commissioner Knowlton moved to table this item to hear back from the applicant about**
435 **modifications to the architectural and design standards. Commissioner Drinkall seconded**
436 **the motion. The motion was approved by Commissioners Baskin, Jensen, Oblad, Drinkall,**
437 **Knowlton, Garn and Council Member Mumford.**

438

439 Council Member Mumford asked the applicant if the re-zoning is delayed what this would mean
440 to their timetable. Patrick Scott replied that it doesn't sound like the City Council will have time
441 to view this at their next meeting and from a timing standpoint would not affect the development
442 too much. He asked for more feedback on what the City wants so Brighton could make the
443 necessary changes.

444

445 8. APPROVAL OF MINUTES

446

447 The Planning Commission meeting minutes of February 25, 2014 were reviewed and approved.

448

449 **Commissioner Drinkall moved to approve the minutes from the Planning Commission**
450 **meeting on February 25, 2014 as written. Commissioner Oblad seconded the motion. The**
451 **motion was approved by Commissioners Oblad, Jensen, Knowlton, Drinkall, Baskin, Garn**
452 **and Council Member Mumford.**

453

454 9. ADJOURN

455

456 Chairman Oblad adjourned the meeting at 8:52 p.m.

457

458

459

460

Chairman

Secretary

ORDINANCE NO. 2014-03

AN ORDINANCE AMENDING THE CITY'S ZONING MAP FROM THE SPECIAL USE RESTRICTED ZONE (SR) TO PLANNED DISTRICT (P) AND ADOPTING AN ACCOMPANYING DEVELOPMENT AGREEMENT FOR THE PROPOSED GRANITE RIDGE DEVELOPMENT LOCATED ADJACENT TO AND GENERALLY WEST OF EDGEWOOD ESTATES.

WHEREAS, the City of North Salt Lake has received an application from Brighton Homes and Granite Construction for an amendment to the City's zoning map for a portion of property owned by Granite Construction; and

WHEREAS, the applicants previously filed an application for approval of a General Development Plan for the subject property and the City Council approved that application on February 4, 2014; and,

WHEREAS, the Planning Commission has held a public hearing on the subject application and has made a recommendation to the City Council concerning the proposed zoning change as required by City Code and Utah Code; and

WHEREAS, the City Council has reviewed this application and finds that it is in the best interest of the City to make the requested amendment to its official Zoning Map.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, AS FOLLOWS:

Section 1. Zoning Map Amendment. The City of North Salt Lake Zoning Map is hereby amended to change the zoning of approximately 27.29 acres of property located generally adjacent to and generally west of the Edgewood development within the city limits of the City of North Salt Lake, and more particularly described in Exhibit A, from Special Use Restricted Zone (SR) to Planned District (P).

Section 2. Development Agreement. The City of North Salt Lake hereby approves the development agreement pertaining to the subject property which is incorporated into this ordinance as Exhibit B.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 1ST DAY OF APRIL, 2014.

CITY OF NORTH SALT LAKE

By: _____
Len Arave, Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Horrocks	_____
Council Member Jacobson	_____
Council Member Jensen	_____
Council Member Mumford	_____
Council Member Porter	_____

EXHIBIT A
Legal Description

EXHIBIT B
Development Agreement

DEVELOPMENT AGREEMENT
FOR GRANITE RIDGE

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2014 (the “Effective Date”), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, hereinafter referred to as the “City,” and **BRIGHTON HOMES UTAH**, a Delaware limited liability company, herein referred to as “Developer.” The Developer and the City are sometimes collectively referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

A. As of the Effective Date hereof, Developer is (or has a signed purchase contract with the owner), the owner of the property described on **Exhibit “A”** (“Property”) hereto, located within the City of North Salt Lake, Davis County, Utah.

B. The development of the Property is governed by the City’s Title 10--Land Use and Subdivision Ordinances (the “Code”). All Section references contained herein shall refer to the Code.

C. Pursuant to section 10-13-3 of the Code, the Developer has filed an application for and received approval by the City for the following: (1) a General Development Plan (the “General Development Plan”) for the Property consisting of sixty-four (64) residential units, and (2) the re-zoning of the Property to the “Planned District, P” (the “P District Zoning”) subject to approval of an acceptable development agreement. The project to be developed upon the Property pursuant to the General Development Plan is known as Granite Ridge (the “Project”).

D. Pursuant to the City’s approval of the General Development Plan on February 4, 2014, the Plan consists of forty-one (41) regular single family lots, and twenty-three (23) large single family home lots, and approximately eight and one-half (8.5) acres of open space. A copy of the approved General Development Plan is attached hereto as **Exhibit “B”**.

E. Pursuant to section 10-13-2-D, exceptions to or modifications of the general standards for development within the residential and commercial zoning districts may be granted in the P District Zoning if the City determines that such exceptions are desirable and warranted. By this Agreement, the Parties desire to stipulate what the building standards shall be within the Project’s P District Zoning.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals & Exhibits.** The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.
2. **General Development Plan Approval.** To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the General Development Plan for the Project, including such specifics as the validity of the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. The Developer may not substantively deviate from the General Development Plan without prior approval by the City. Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have Preliminary Design Plan, and Final Plat and Construction Plans (as those terms are defined in section 10-3 of the Code) approved by the City and to develop the Project. The Developer hereby agrees that the Project is subject to all City ordinances except as specifically modified herein by this Agreement. In the event of a conflict between the Code and this Agreement, this Agreement shall control.
3. **Term.** The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the City Council of North Salt Lake and signed by the City's Mayor (the "Term").
4. **Development of the Project.** The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.
 - 4.1. Developer and City hereby agree that architectural rules and design standards should be applied to the development of all "Regular" lots within the Project. These specific rules and standards are shown in Exhibit "C" of this agreement and are entitled, "Granite Ridge Architectural Rules, Design Standards and Construction Guidelines for Regular Lots".
 - 4.2. Granite Ridge Residential P District Building Standards. Notwithstanding anything in the Code to the contrary, the building standards, including but not limited to setbacks, building heights, uses, etc., for all residential structures to be developed within the Project shall be as described in attached **Exhibit "D"** and are hereby approved by the City for use in the Project.
 - 4.3. CC&Rs. The Developer hereby agrees, at the time of recordation of each Final Plat, to record against the title to such Final Plat, covenants, conditions, and restrictions ("CC&Rs"), substantially in the form of **Exhibit "E"** attached hereto. The Developer hereby agrees to use its best efforts to enforce the CC&Rs during all such periods during which the Developer has control of the CC&Rs.

- 4.4. **Disclosure.** The Developer hereby agrees to follow the disclosure plan related to blasting and proximity to gravel extraction operations contained in Exhibit “F”. This Exhibit shall contain, at a minimum, signage at various locations on the subject property, written notification on recorded subdivision plats, written notification on some marketing materials when potential buyers receive lot information from real estate professionals working to market the subject lots and a specific disclosure approved by the City which buyers of lots and homes will sign at the time of closing on said lots and homes.
- 4.5. **Trail Property.** The Developer hereby agrees to either dedicate the trail property to the City or grant the City a trail easement for the entire length of the trail within the Project. The trail property or easement shall be dedicated to the City regardless of whether the Project develops within the specified timeframe.
- 4.6. **Phasing Plan.** The Developer intends to construct the project in three (3) phases. The purpose of the phasing plan is to minimize conflicts between mining activities on adjacent property and lots and homes within the Project. This plan calls for Phase 1 construction to commence in the northernmost portion of the property (Edgecrest Lane). Phases 2 and 3 are intended to proceed south from Phase 1. This phasing plan should allow the maximum amount of time for Granite Construction to engage in and complete mining activities adjacent to the south portion of the Project area prior to the development of subdivision lots in Phase 3. Though nothing in this agreement prevents the Developer from proceeding slower or faster, this phasing schedule anticipates construction of one phase per calendar year.
- 4.7. **Open Space Parcels.** The Project contains five (5) distinct parcels (A thru E) known as the Open Space Parcels. Developer and City hereby agree to the plan for the Open Space Parcels as shown and described in Exhibit “H”.
5. **Agreement to Run with the Land/Assignment.** A memorandum of this Agreement shall be recorded by Developer against the Property in the form of attached **Exhibit “I”**. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Neither Developer nor their successors and assigns shall have the right to assign this Agreement, in whole or in part, unless: (a) such assignee becomes the owner of fee simple title to that portion of the Property affected by the rights and obligations under this Agreement that are being assigned, and (b) the City has consented in writing to the assignment, which consent shall not be unreasonably withheld.
6. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To Developer: Brighton Homes Utah, LLC
Attn: Patrick Scott
320 West 500 South Suite 210
Bountiful, UT 84010

To the City: City of North Salt Lake
Attn: City Manager
10 East Center Street
North Salt Lake, Utah 84054

In the event that the either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 6.

7. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, the non-defaulting Party may, at its election, have the following remedies:
 - 7.1. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
 - 7.2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
 - 7.3. The right to draw upon any security posted or provided in connection with the Project and this Agreement.
 - 7.4. The right to terminate this Agreement.
 - 7.5. The rights and remedies set forth herein shall be cumulative.
8. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project or any phase thereof contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the Parties which are not contained in this Agreement, regulatory approvals and related conditions.
9. **Severability.** The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.
10. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

11. **No Third-Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or Parties other than the City. The Parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.
12. **Amendment.** This Agreement may be amended only in writing signed by the Parties hereto.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

“CITY”

CITY OF NORTH SALT LAKE

ATTEST:

City Recorder

By: _____
Mayor

“DEVELOPER”

BRIGHTON HOMES UTAH, LLC

By: _____
_____, Manager

EXHIBITS

- A Legal Description of the Property
- B General Development Plan
- C Granite Ridge Architectural Rules, Design Standards and Construction Guidelines for Regular Lots
- D Granite Ridge Residential P District Building Standards
- E CC&Rs
- F Disclosure Requirements
- G Open Space Parcels
- H Recordable Memorandum of Agreement

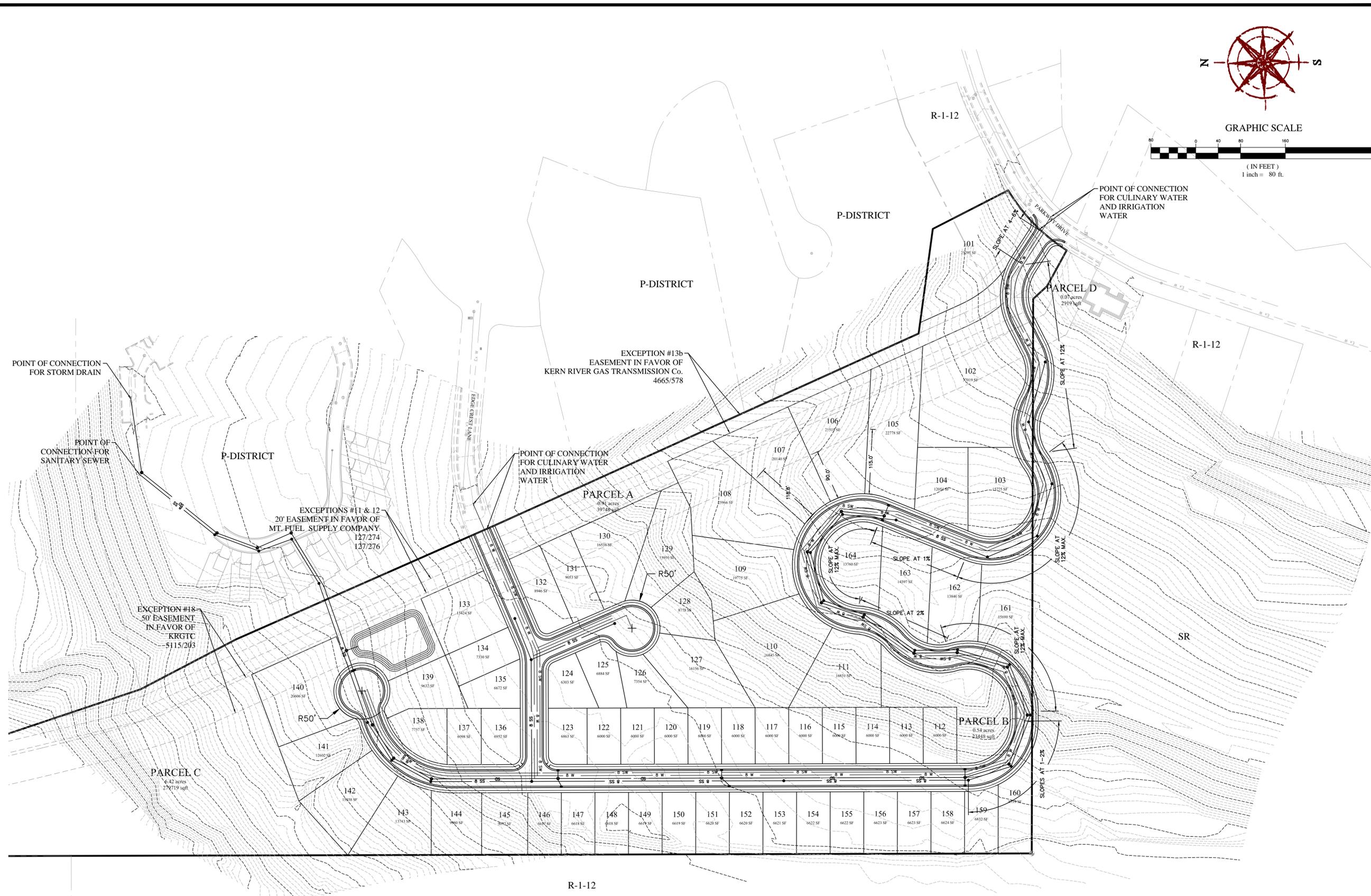
EXHIBIT A

LEGAL DESCRIPTION

A portion of the SW1/4 of Section 12, Township 1 North, Range 1 West, Salt Lake Base & Meridian, located in North Salt Lake City, Utah, more particularly described as follows:

Beginning at the Southwest Corner of Section 12, T1N, R1W, S.L.B.& M.; thence N0°08'43"W along the Section line 2,647.74 feet to the West ¼ Corner of said Section 12; thence S13°37'06"E 608.86 feet along Lots 5 and 6, EAGLEWOOD VILLAGE Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence S18°27'10"E 489.85 feet (record: 490.01) to the northwest corner of Lot 4, EDGEWOOD ESTATES PUD Phase 1, according to the Official Plat thereof on file in the Office of the Davis County Recorder, as also described as the northwest corner of a portion of that Real Property described in Deed Book 5301 Page 403 of the Official Records of Davis County; thence S27°30'14"E 192.53 feet; thence S23°41'41"E 454.09 feet along said Plat and the westerly line of VILLAS AT BELLA VIDA Phase 2 to the northerly right-of-way line of Edgecrest Lane; thence S23°41'41"E 50.00 feet to the northwest corner of EDGEWOOD ESTATES Phase 2, Plat "F"; thence S24°09'11"E along said Plat 167.73 feet to the northwest corner of EDGEWOOD ESTATES Phase 2, Plat "E"; thence S24°17'13"E 375.48 feet along said Plat and also along EDGEWOOD ESTATES Phase 2, Plat "I" to the northwest corner of that Real Property described in Deed Book 4197 Page 1340 of the Official Records of Davis County; thence S24°17'13"E along said deed 376.20 feet to a point on the northerly line of that Real Property described in Deed Book 2533 Page 230 of the Official Records of Davis County; thence S60°27'42"W along said deed 20.27 feet; thence S30°00'00"E along said deed 90.03 feet; thence South 35.31 feet to the south line of Section 12; thence N89°51'14"W along the Section line 988.37 feet to the point of beginning.

EXHIBIT B
GENERAL DEVELOPMENT PLAN



GRANITE RIDGE
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
 SKETCH/ SITE PLAN

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SKETCH/ SITE PLAN

EXISTING AND PROPOSED VEGETATION
 EXISTING VEGETATION ARE NATIVE GRASSES
 PROPOSED VEGETATION WILL BE CONSISTENT WITH NEW HOME CONSTRUCTION (I.E. LAWN/TURF, SHURBS, TREES)

FEMA FLOOD INSURANCE RATE MAPS
 THE PROPERTY DOES NOT LIE WITHIN ANY FLOOD DESIGNATION.
EXISTING AND PROPOSED BUILDINGS
 NO EXISTING BUILDINGS ARE ON THE PROPERTY. ALL PROPOSED BUILDINGS WILL BE RESIDENTIAL HOMES.

CULINARY WATER SYSTEM DESCRIPTION
 THE PROPOSED CULINARY WATER SYSTEM WILL BE A PUBLIC SYSTEM AND CONNECT TO THE EXISTING LINES IN PARKWAY DRIVE AND EDGE CREST LANE.

PROJECT STATISTICS
 TOTAL ACREAGE 28.26AC
 TOTAL LOTS 64
 OPEN SPACE 8.46AC (25%)
 DENSITY 2.26 UNITS/AC

ENGINEER & SURVEYOR
 FOCUS ENGINEERING & SURVEYING
 201 COTTAGE AVE.
 SANDY, UTAH 84070
 (801) 352-0075
 CONTACT: GREGORY B DAY, P.E.

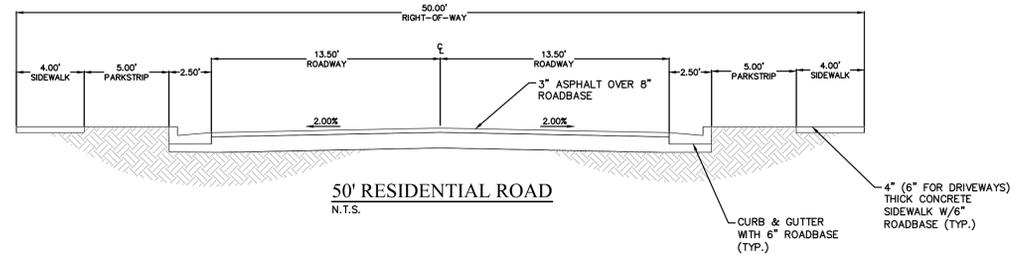
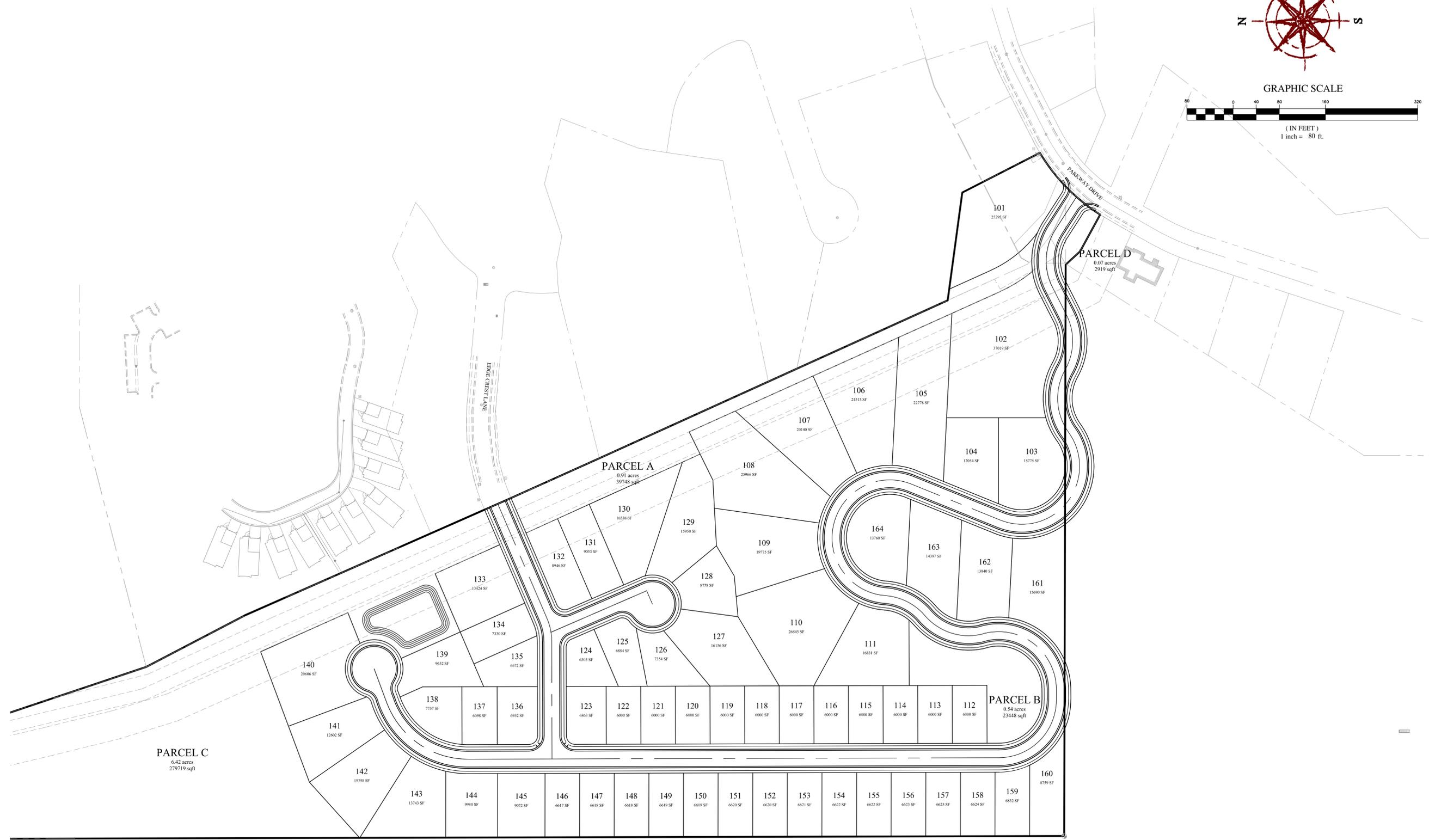
OWNER/DEVELOPER
 BRIGHTON HOMES
 320 WEST 500 SOUTH SUITE 210
 BOUNTIFUL, UTAH 84010
 (801) 397-9755
 CONTACT: PATRICK SCOTT

Scale: 1"=80'
 Date: 01/07/14
 Job #: 13-162
 Sheet: A

Z:\2013\13-162\Brighton Homes-NSA_Versign_13-162.dwg\Sheets\Site Plan\Site plan.dwg



GRAPHIC SCALE
 (IN FEET)
 1 inch = 80 ft.

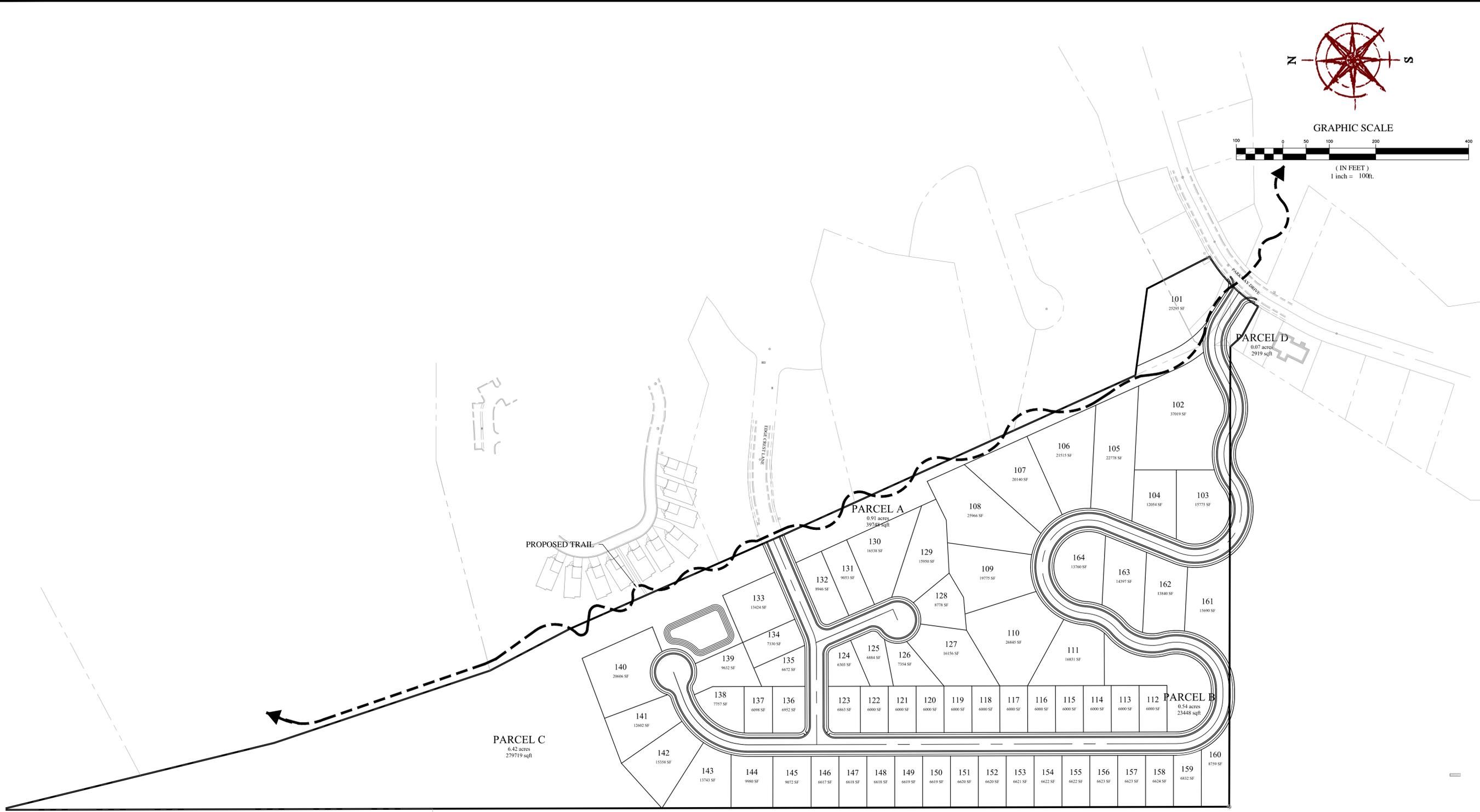
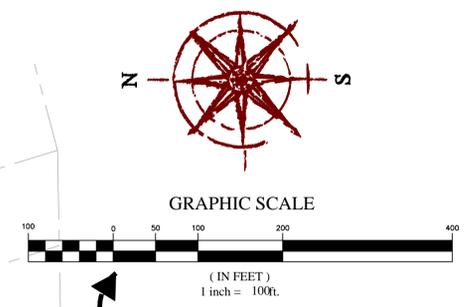


GRANITE RIDGE
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
 TRAFFIC CIRCULATION AND STREET PLAN

REVISION BLOCK	
#	DESCRIPTION
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE
6	DATE

TRAFFIC CIRCULATION AND STREET PLAN	
Scale: 1"=80'	Drawn: GBD
Date: 01/07/14	Job #: 13-162
Sheet:	B

Z:_2013\13-162 Brighton Homes-NSL\design\13-162\dwg\sheets\site plan\traffic circulation and street plan.dwg

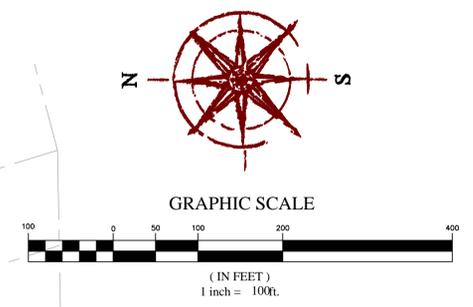


GRANITE RIDGE
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
PEDESTRIAN CONNECTION AND TRAILS PLAN

REVISION BLOCK	
#	DESCRIPTION
1	DATE: 01/07/14
2	
3	
4	
5	
6	

PEDESTRIAN CONNECTION AND TRAILS PLAN	
Scale: 1"=100'	Drawn: GBD
Date: 01/07/14	Job #: 13-162
Sheet:	C

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GRANITE RIDGE
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
 OPEN SPACE AND PARKS PLAN

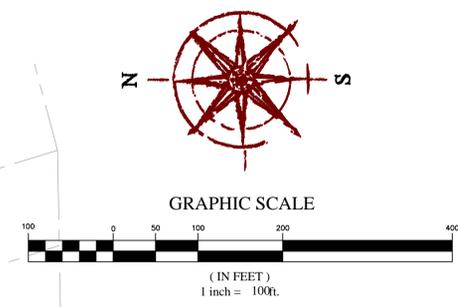
PROPOSED LANDSCAPING

PROPOSED VEGETATION WILL BE CONSISTENT WITH NATIVE GRASSES AND CURRENT VEGETATION (I.E. LAWN/TURF, SHURBS, TREES)

ENTRY MONUMENTS AND TREATMENTS WILL BE IN COMPLIANCE ANY PIPELINE REQUIREMENTS.

REVISION BLOCK	
#	DESCRIPTION
1	DATE: *****
2	DATE: *****
3	DATE: *****
4	DATE: *****
5	DATE: *****
6	DATE: *****

OPEN SPACE AND PARKS PLAN	
Scale: 1"=100'	Drawn: GBD
Date: 01/07/14	Job #: 13-162
Sheet:	D

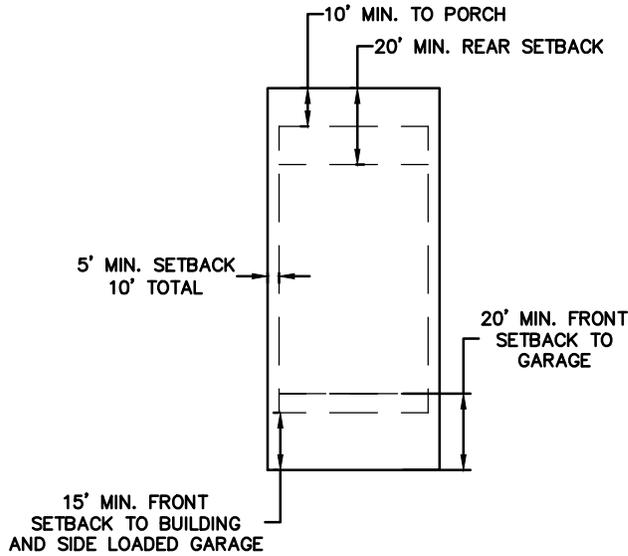


GRANITE RIDGE
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
 Phasing Exhibit

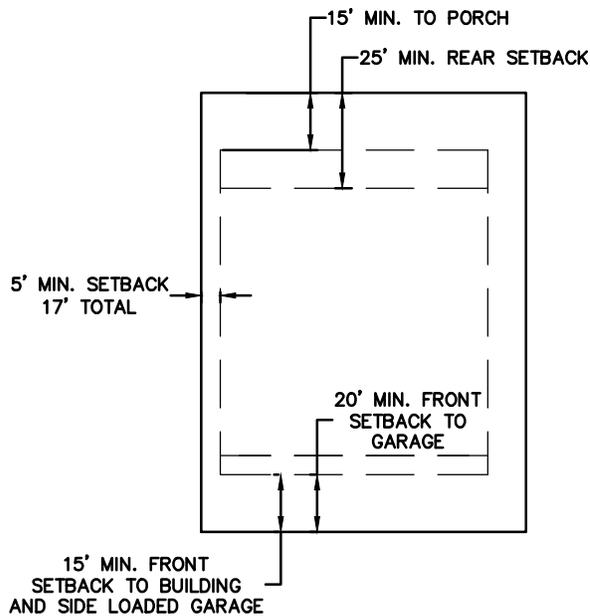
REVISION BLOCK	
#	DESCRIPTION
1
2
3
4
5
6

PHASING EXHIBIT	
Scale: 1"=100'	Drawn: GBD
Date: 01/07/14	Job #: 13-162
Sheet:	D

Z:_2013\13-162 Brighton Homes-NSL\Design_13-162.dwg\sheets\site plan\Phasing Exhibit.dwg



**TYPICAL 6,000 SQUARE FOOT
LOT SETBACKS**



**TYPICAL 12,000 SQUARE FOOT
LOT SETBACKS**

BRIGHTON HOMES



BRIGHTON HOMES



BRIGHTON HOMES



BRIGHTON HOMES



BRIGHTON HOMES



EXHIBIT C

GRANITE RIDGE

**ARCHITECTURAL RULES, DESIGN STANDARDS
&
CONSTRUCTION GUIDELINES FOR REGULAR LOTS**

GRANITE RIDGE

Architectural Rules, Design Standards & Construction Guidelines for Regular Lots

Dated 4/1/14

The Architectural Rules and Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Granite Ridge Subdivision and for maintaining an orderly construction environment. These guidelines will be used by the Brighton Homes Utah, LLC (as Declarant) in conjunction with the Declaration of Covenants, Conditions, Restrictions, and Easements (Declaration), and any undefined terms shall have the same meaning as contained therein.

I. Submittals Required for Declarant Approval:

All submittals required for Declarant review and approval shall be accompanied by the submittal form adopted by the Declarant. The following items shall be submitted to the Declarant for approval. The Declarant may request additional material to be submitted at its discretion:

- Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots (see attached exhibit).
- Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
- Elevations depicting front, rear and side elevations including proposed material finish descriptions.
- Specifications describing the materials and finishes proposed for exterior construction.
- Landscape plan showing proposed landscape layout, including legend of plant types and sizes.
- Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. All selections must be approved in writing by Declarant.

All submittals and inquiries will be made to:

Brighton Homes Utah LLC
Re: Architectural Approval
320 W. 500 S., Suite 210
Bountiful, Utah 84010
Telephone: 397-9755; Fax: 397-9808

Prior to the commencement of construction, the Owner or Builder shall obtain written approval of the proposed improvements from the Declarant. Such approval may be conditioned upon submittal and approval of the landscape plan and the exterior colors.

II. Design Standards:

A. Minimum Square Feet and Construction Costs

All homes shall have a minimum square feet of finished space exclusive of basements, garages, storage rooms, covered patios, porches, steps, etc. as designated below:

One story residences: 1,400 square feet

Two story residences: 1,800 square feet

The Declarant may require additional square feet of finish space depending on compatibility with existing homes or otherwise at its discretion.

B. Exterior Elevations

Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, side-entry garages, and other significant jogs in exterior walls are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Stacked rooms over garages shall incorporate a change in the front plane of the garage to avoid large, unbroken vertical surfaces. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible. No home with the same elevation and/or color scheme may be plotted next to or directly across the street from another.

Front yard setbacks have been reduced for front porches, living space, and side entry garages in order to create a varied streetscape and to de-emphasize the garage on the front of the home. At least 50% of homes in the community will have garages that are either flush or recessed with the porch or living space. At least 33% of homes in the community will have covered front porches or side entry garages.

Unless otherwise approved by the Declarant as compatible with a particular architectural design or style, the minimum pitch for roofs, excluding roofs at porches and deck covers, shall be 6/12. The maximum pitch shall be 12/12. Steeper front-to-back roof pitches may be required on shorter roof spans if needed to provide greater street presence. Broken roof lines are encouraged. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, shall be painted to match or blend with the roof color, and shall otherwise be installed in an inconspicuous location and manner.

C. Exterior Finishes and Colors

1. Brick, Stone, or Stucco

Subject to compatibility with the overall architectural style and design, all homes, except as noted below, shall be required to incorporate brick, stone, cultured stone, stucco, rock, masonry siding, or a combination thereof, in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, masonry siding or stucco, et al. will be required. Requests for exceptions must be approved in advance by the Declarant. Brick, stone, masonry siding, and stucco colors shall be compatible with the exterior paint colors selected and approved by the Declarant. Darker brick shades are encouraged. White or gray brick is not permitted.

The requirement for the use of brick, stone, masonry siding or stucco on the exterior elevation may be waived for homes with Colonial, Craftsman or other design influences that do not lend themselves to the incorporation of those materials. The Declarant may require upgraded siding, additional landscaping, or other design elements at its discretion.

2. Siding

Masonry Siding by James L. Hardie, or equal are permitted. Other types of siding not contemplated herein are subject to written approval by the Declarant. Steel, aluminum, or vinyl siding is prohibited.

3. Exterior Paint Colors

Exterior wall colors and trim colors must be selected for their harmony with each other and the overall aesthetic goals of Granite Ridge. Rain gutters and downspouts shall be painted to closely match the color of the surface to which they are attached.

a. Main Body Color

All selections must be approved in writing by Declarant.

b. Corner and Batten Trim

As approved by Declarant.

c. Window & Door Trim

As approved by Declarant.

d. Fascia Trim

Neutral colors are required for fascia trim. Other colors are not allowed unless approved in writing by the Declarant.

4. Roof

As approved by Declarant.

5. Roof Fascia

Roof fascia shall be a minimum of 6" width. Gables shall incorporate stacked trim detailing. Rain gutters, where used, shall run the entire length of the fascia.

6. Chimneys

Chimneys may be restricted for size and location. All full height chimneys shall have an architectural metal chimney cap that fully encloses the chimney pipes and painted as approved by the Declarant.

7. Address Plaques

Address plaques or numbers shall be metal construction as approved by the Declarant and shall be sized and located per City requirements.

D. Garages and Driveways

Interiors of garages shall be sheetrocked and taped. All homes must have at least a 2 car garage. Sanded, textured and painted drywall is optional.

At the back of sidewalk, driveways shall not be greater than 20 feet in width for a home with a two car garage, and 24 feet in width for a 3 car garage or home with a side yard RV pad. RV Pads may only be added to the side yard of the home and may not be added to interior side of driveway. Driveways and/or RV pads shall be constructed of a concrete or other hard surface and may never consist of pavers, gravel, or other non-permanent surfaces.

E. Detached Storage Facilities

All vehicles, trailers, tools, and equipment shall be stored out of view in enclosed structures, or behind a six (6) foot privacy fence. A maximum of one (1) detached storage facility, such as storage shed, may be allowed and shall be of the same construction, finish, and color as proposed and approved for the house. Size and location may be restricted. Any such structure shall be placed on a concrete pad in a location approved by the Declarant and shall not be allowed to encroach on the setback area. Depending on location, additional landscaping may also be required. Metal storage sheds or other dissimilar structures are prohibited. The Declarant encourages the storage of boats, RVs, camp trailers and other similar vehicles or trailers in offsite storage facilities.

F. Fences

Prior to the construction of any fence, plans shall be submitted to and approved in writing by the Declarant. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence proposed.

G. Landscaping

A landscape plan shall be prepared and submitted to the Declarant for approval. Although certain minimum standards have been established, additional landscaping is encouraged and may be required by the Declarant. The Declarant will consider how the proposed landscaping blends with and promotes the overall aesthetics of the site in

conjunction with structures. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers will be encouraged.

Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing.

Landscaping of front yards is required within sixty (60) days of substantial completion of the home, provided that if substantial completion of the home is between November 1 and March 31, front yard landscaping may be extended to longer than sixty (60) days, to no later than May 1st. Rear and side yard landscaping is required within 12 months after the completion of the front yard, during which time weeds must be maintained so that they do not grow taller than 6 inches.

Landscaping to be completed to the following minimum standards:

1. An automatic underground sprinkler system shall be installed throughout.
2. Except at garden bed locations, sod shall be laid throughout.
3. Trees shall be planted in the parkway strip, as permitted by local law and ordinances, front yards and corner yards according to the following minimum standards:
 - a) Deciduous trees shall be 1½” caliper or larger and evergreen trees shall be 6’ high or larger.
 - b) Parkway strip – interior lots: Each lot shall have 2 deciduous trees of the Pacific Sunset Maple variety (Acer Truncatum x Acer Platanoides Warrenred) planted in the front parkway strip.
 - c) Parkway strip – corner lots: In addition to the required above, all corner lots shall be required to plant an additional Pacific Sunset Maple 2/3 down from the front lot line to the rear lot line.
 - d) Front yard: Each front yard, exclusive of the parkway strip, shall contain at least 10 shrubs, 2 gallons or larger.
4. Landscaping shall make up at least 60% of the front yard area for homes with 2-car garages.

The following additional standards apply to homes with a 3 (or more) car garages and/or RV Pads:

1. In addition to the 2 parkway strip trees, one additional tree shall be planted in the front yard
2. Each front yard shall contain an additional 5 shrubs, 2 gallons or larger, or one unique landscape design feature. Unique Design Features may include but are not limited to: decorative boulder, decorative walkway from sidewalk to the front of the home, raised planter bed, hedges, and water features.
3. Landscaping shall make up at least 45% of the front yard area for homes with RV Pads and/or 3 (or more) car garages.

The parkway strip between the curb and sidewalk fronting each lot shall be landscaped and maintained by the owner with an automatic underground sprinkler system with sod and trees as required. Parkway trees shall be pruned and maintained in such a manner that they do not interfere with pedestrian or vehicular traffic.

Variations to the landscape requirements above may be granted in cases such as flag lots or pie shaped lots with narrow street frontages. Extensions for completion of landscaping may be granted when weather conditions hamper landscape construction from December 1 through April 1. Driveway site coverage shall be minimized to provide additional area for landscaping. Gravel pads for parking of vehicles, trailers, etc. are not acceptable.

H. Mailboxes

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant. No exceptions or substitutions are permitted unless otherwise approved in writing by the Declarant. After installation, the builder or owner shall protect and maintain the mailbox clusters. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

[End]

EXHIBIT “D”

GRANITE RIDGE RESIDENTIAL P DISTRICT BUILDING STANDARDS

1. PURPOSE

This Exhibit outlines the standards pursuant to which Granite Ridge’s Residential uses shall be developed within the P District. References herein to the term “Code” shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances. Any standards not listed herein shall be bound by the same regulations placed on any development located in the R1-10 zoning district in the “Code”.

2. RESIDENTIAL STANDARDS BY DISTRICT

a. Large Lots (greater than 12,000 square feet)

i. Lot Area:

1. The minimum lot area for any lot shall be twelve thousand (12,000) square feet.

ii. Lot Width:

1. The minimum width, measured at the front yard setback line, for any lot shall be eighty (80) feet. The minimum street frontage of any lot, measured at the street right of way line, shall be forty-five (45) feet.

iii. Lot Depth:

1. The minimum depth of a lot shall be one hundred (100) feet.

iv. Front Yard Setbacks:

1. The minimum depth for the front yard setback from the property line to the living space or side-loaded garage shall be fifteen (15) feet.
2. The minimum driveway length shall be twenty (20) feet.
3. For any corner lots, the minimum depth of the 2nd front yard, facing the side of the house, shall be ten (10) feet for single-story homes and fifteen (15) feet for two-story homes.

v. Rear Yard Setbacks:

1. The minimum rear yard setback for covered patios, defined as any patio above grade, shall be fifteen (15) feet.

vi. Side Yard Setbacks:

1. The minimum side yard setback shall be five (5) feet, and the total width of the two side yard setbacks shall be seventeen (17) feet.

vii. Impervious Surface Coverage:

1. The maximum impervious coverage for any lot shall be fifty percent (50%).

viii. Buildable Area:

1. The minimum Buildable Area on a lot shall be three thousand five hundred (3,500) square feet with a minimum dimension of forty five (45)

feet. Buildable Area is defined as the contiguous area of a lot remaining after required setbacks and easements have been provided, excluding that land with an average post-development slope exceeding thirty percent (30%).

- ix. Accessory Buildings:
 - 1. Accessory buildings may only be located a minimum of ten (10) feet behind the primary structure.
 - 2. Accessory buildings must never be located within a public utility easement or closer than five (5) feet to a rear or side property line.
- x. Double Frontage Lots:
 - 1. Double Frontage Lots shall be permitted uses for the Large Lots, provided that the driveway location is approved by the City Engineer and designated on the subdivision plat.
- b. Regular Lots (greater than 6,000 square feet)
 - xi. Lot Area:
 - 1. The minimum lot area for any lot shall be six thousand (6,000) square feet.
 - xii. Lot Width:
 - 2. The minimum width, measured at the front yard setback line, for any lot shall be sixty (60) feet. The minimum street frontage of any lot, measured at the street right of way line, shall be thirty-five (35) feet.
 - xiii. Lot Depth:
 - 1. The minimum depth of a lot shall be ninety five (95) feet.
 - xiv. Front Yard Setbacks:
 - 1. The minimum depth for the front yard setback from the property line to the living space or side-loaded garage shall be fifteen (15) feet.
 - 2. The minimum driveway length shall be twenty (20) feet.
 - 3. For any corner lots, the minimum depth of the 2nd front yard, facing the side of the house, shall be ten (10) feet for single-story homes and fifteen (15) feet for two-story homes.
 - xv. Rear Yard Setbacks:
 - 1. The minimum depth for the rear yard setback shall be twenty (20) feet.
 - 2. The minimum rear yard setback for covered patios, defined as any patio above grade, shall be ten (10) feet.
 - xvi. Side Yard Setbacks:
 - 1. The minimum side yard setback shall be five (5) feet, and the total width of the two side yard setbacks shall be seventeen (15) feet.
 - xvii. Impervious Surface Coverage:
 - 1. The maximum impervious coverage for any lot shall be sixty percent (60%).
 - xviii. Buildable Area:

1. The minimum Buildable Area on a lot shall be two thousand five hundred (2,500) square feet with a minimum dimension of thirty five (35) feet. Buildable Area is defined as the contiguous area of a lot remaining after required setbacks and easements have been provided, excluding that land with an average post-development slope exceeding thirty percent (30%).

xix. Accessory Buildings:

1. Accessory buildings may only be located a minimum of ten (10) feet behind the primary structure.
2. Accessory buildings must never be located within a public utility easement or closer than five (5) feet to a rear or side property line.

3. CONSTRUCTION STANDARDS

a. Downhill Cul-de-sac:

- i. Downhill Cul-de-sacs may be permitted provided that approval is received from the City Engineer with a Preliminary Design Plan regarding maximum slope of the cul-de-sac, and treatment of the storm/sanitary sewer.

EXHIBIT E

CC&Rs

**NOTICE TO POTENTIAL
BUYERS AND OWNERS**

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF A LOT WITHIN THE SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENTS DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL THE SUBDIVISION OWNERS AND RESIDENTS.

THE DECLARANT (AS DEFINED HEREIN) EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY DECLARANT. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY MATTER SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS DECLARATION AND ANY APPLICABLE DOCUMENTS EXECUTED BY THE DECLARANT SHALL CONTROL.

DRAFT

ARTICLE I

RECITALS

WHEREAS, the Declarant is the owner of a residential subdivision in the City of North Salt Lake, Davis County, Utah, with the real property of such subdivision more particularly described as follows (which real property is referred to herein as the "Property"):

Granite Ridge Subdivision

Lots 101 through and including 120; Granite Ride Subdivision Phase 1, according to the official plat thereof filed in Book _____ of Plats at Page _____, Instrument No. _____, records of Davis County, Utah.

WHEREAS, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to accomplish the following: (i) insure the enhancement and preservation of property values; (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property; and (iii) create a residential development of high quality;

WHEREAS, as additional land owned by the Declarant adjacent to the Property is platted and developed for uses similar to that of the Property, upon election by the Declarant, such shall become subject to the terms of this Declaration by the Declarant's annexation of the same as provided herein;

WHEREAS, because the Property will be developed in several phases, each of which may have unique characteristics, needs and requirements, the Declarant may, from time to time, promulgate further conditions, covenants, restrictions and easements relating to particular tracts or parcels of real property within the Property, which may supplement and/or amend this Declaration; and

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit association of Owners to be created until such time as the Owners take over the management functions through the Association as provided in this Declaration.

ARTICLE II

DECLARATION

The Declarant hereby declares that the Property and each Lot (as defined herein) is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Property and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant by and any Owner, or by the Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Declarant provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of the City of North Salt Lake, Utah, applicable to the Property. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

In the event of a conflict between the provisions of this Declaration and the requirements of the ordinances of the City of North Salt Lake, Utah, applicable to the Property, the more restrictive shall control.

ARTICLE III

DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

Architectural Rules and Design Standards: Such rules or standards as may be created by the Declarant or the Association from time to time, as authorized by Section 5.27, below, to manage the architectural, building, landscape and other plans for the Property and each Lot thereon.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Declaration.

Assessment: A payment required of an Owner of a Lot, including Regular, Special or Limited Assessments as provided in this Declaration.

Association: Granite Ridge Home Owners Association Inc., a Utah non-profit corporation, and its committees, and/or sub-associations, if any.

Automobiles: Cars, sport utility vehicles, motorcycles, motorized scooters, and/or standard size pick-up trucks and/or vans, all whether operable or inoperable.

Board or Board of Directors: The duly elected and qualified Board of Directors of the Association.

Building: A structure, whether complete, substantially complete, or partially complete, including, but not limited to, a foundation for such structure, constructed on a Lot on a temporary or permanent basis and, unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith, whether complete, substantially complete or partially complete.

Bylaws: The Bylaws of the Association, including any amendments thereto duly adopted.

Common Area: All real property, including fee simple, easements (including, but not limited to, landscape easements as shown on the Plat or otherwise), licenses, leases, or any other real property interests therein, located within or outside of the boundaries of the Property, including but not limited to, any Lots (including common Lots as may be shown on the Plat), any interest in roads and pathways, and all Improvements located thereon (including personal property), in which the Association owns a real or personal property interest or controls, and/or which the Association is obligated to maintain in this Declaration or by any other document.

Development: The project to be undertaken by the Declarant resulting in the improvement of the Property, or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Declarant: Brighton Homes Utah LLC, a Delaware limited liability company ("Brighton"), for as long as Brighton, or any entity with at least one principal in common with Brighton, owns any portion of the Property. Brighton may at any time convey, assign and transfer its rights as "Declarant" in this Declaration to another entity which owns any portion of the Property, so long as Brighton records a document evidencing such conveyance, assignment and transfer of its rights as Declarant to such entity(ies) in the records of Davis County, Utah. A transferee of the Brighton's rights as described herein may also transfer its rights as described herein. Once Declarant (as may be assigned) no longer owns any portion of the Property, all Declarant approval rights with respect to Articles V and X hereunder, shall automatically transfer to the Association.

Improvements: All structures and appurtenances to real property, of all kinds and types, including, whether complete, substantially complete or partially complete, including, but not limited to, Buildings, pedestrian pathways, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs, pools, storm drainage facilities, sprinklers, and/or lighting. Improvements shall not include those items which are located entirely within the interior of a Building and cannot be readily observed when outside thereof, except for in the case of Common Area owned and/or maintained by the Association.

Initial Construction: The physical movement of any soil on a Lot with the intent of constructing Improvements on such Lot.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property, or which is designated as a Lot in a Plat, including any improvements located on such tract or parcel of land.

Declaration: This instrument as it may be amended from time to time.

Member: Any person(s) who is an Owner of a Lot within the Property is a Member of the Association, unless otherwise provided by applicable law.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot within the Property.

Mortgagee: The holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot with the Property owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot within the Property. The obligations of Owner in this Declaration run with the Property and are also personal to the Owner as the Owner of a Lot.

Granite Ridge Home Owners Association Inc.: The Utah non-profit corporation organized by the Declarant, comprised of Members, and which exists for the purpose of providing self-government for the Property.

Granite Ridge Subdivision, Cherry Lane Subdivision, or Subdivision: The Property.

Plat: The final subdivision plat covering the Property, and any future real property annexed into the Property pursuant to this Declaration from time to time, all as recorded in the office of the County Recorder, Davis County, Utah, and as the same may be amended from time by duly recorded amendments thereto.

Property: The whole of the Property described in Article I, above, and any additional land annexed thereto pursuant to Article XI, below.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

Vehicles and Equipment: Excluding Automobiles, all vehicles (including recreational vehicles), recreational equipment, and/or gardening and maintenance equipment, and/or bicycles, and/or riding or moving devices, or any equipment related to the foregoing, including, but not limited to, trailers, mobile homes, larger than standard-size pickup trucks and/or vans, boats, tractors, campers, garden or maintenance equipment, and toys, all whether operable or inoperable.

ARTICLE IV

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements;
- (b) The prevention of the erection within the Property of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction;
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function;
- (d) Securing and maintaining proper set-backs from streets and open areas within the Property and adequate free spaces between Improvements; and
- (e) The integration of development of the different Lots by setting common general standards consistent with the Architectural Rules and Design Standards existing from time to time.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

ARTICLE V

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01 Use.

(a) **Generally.** Lots shall be used only for residential purposes and such uses as are customarily incidental thereto. As used herein and elsewhere in this Declaration, "residential" shall mean the use of the Improvements on a Lot for living accommodations by one (1) or more related or unrelated persons, including guests of the principal occupant(s), which guests reside therein on a temporary basis, and shall not include any commercial or business activity, except as expressly discussed in this Section 5.01. As used herein, "customarily incidental" shall include, but is not limited to, the following uses, so long as such use is in compliance with all applicable statutes, laws and ordinances: (i) any and all uses by the Association of any Lots (including, but not limited to, Common Area uses, and/or development and sales activities relating to the Property, including model homes); and/or (ii) a home office provided that such home office does not result in a consistent increase in traffic and demand within the Property as determined by the Board in its discretion; and/or (iii) a daycare provided that such daycare does not result in a consistent increase in traffic and demand within the Property as determined by the Declarant in its discretion. Notwithstanding the foregoing, as used in this Declaration, neither "residential" or "customarily incidental" uses include, nor shall the same be

construed to include, the use of Lot for the operation of a shelter home for persons unrelated to each other or unrelated to the Owner or Occupant, which is hereby expressly prohibited.

(b) **Failure to Comply.** Willful or negligent act or omission of an Owner and/or Occupant to comply with this Declaration shall subject such Owner and/or Occupant to enforcement actions pursuant to this Declaration and as determined by the Association from time to time, including, but not limited to, revocation of Subdivision privileges, and/or fines. In the case of fines, and/or costs incurred by the Association to correct such Owner and/or Occupant's acts or omissions, the Association may levy Limited Assessments against the Lot associated with such Owner and/or Occupant, based on the procedure provided herein for such Limited Assessments.

SECTION 5.02 Buildings. No Lot shall be improved except with one (1) dwelling unit and related Improvements. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for at least two (2) standard size cars. The maximum number of standard size cars per garage shall be as determined by the Declarant from time to time. The minimum square footage of living area within a dwelling unit located on a Lot shall as provided in the Architectural Rules and Design Standards. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

SECTION 5.03 Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan for the Improvements have been reviewed in advance and approved by the Declarant in accordance with the provisions of Article X, below. Once an Owner commences Initial Construction on a Lot, an Owner shall have one hundred eighty (180) days from commencement of construction to complete or remove any Improvements which are not completed within such period, with all costs and expenses incurred to do so at such Owner's cost and expense, and subject to a Limited Assessment for payment therefor.

SECTION 5.04 Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence within the Property. Buildings and Lots, if occupied, must be Owner occupied, and no portion of a Building or a Lot thereof may be leased to an Occupant; provided, however, that this provision shall not prohibit any rentals required to be permitted pursuant to Utah Code, Title 57, Chapter 8a, Section 209, as it may be amended from time to time. The Association shall track, and create appropriate procedures to track, the number of rentals which are permitted pursuant to the foregoing sentence, and ensure consistent administration of the same. Additionally, if an Owner provides sufficient evidence to the Board of an undue hardship caused by the foregoing restriction on leasing, the Board may permit a lease in its discretion, which discretion shall be consistently applied. No noxious or offensive nuisance shall be conducted on any Lot which may be or become an unreasonable annoyance or nuisance to the Occupants of the Lots within the Property (as determined by applicable law and/or the Board in its discretion) by reason of: (i) activities by any person; (ii) by reason of unsightliness; and/or (iii) the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.05 Set-Backs. No building or other structure (exclusive of fences and similar structures approved by the Declarant) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the Granite Ridge Subdivision Development Agreement (ii) the ordinances of the City of North Salt Lake, Utah, applicable to the Property except as may be modified by a Conditional Use Permit issued by the City of North Salt Lake, Utah, or (iii) the Architectural Rules and Design Standards, whichever requires the greater distance.

SECTION 5.06 Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the Declarant. Every reasonable effort should be made to screen these antennae from public view.

SECTION 5.07 Easements. There is hereby reserved for the use and benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and/or for the use and benefit of the Association, and their successors and assigns, as specifically provided for herein, the following easements, under, over, on, through and across the applicable areas of the Property:

- (a) **Public Utilities.** To benefit all of the above, for the purpose of installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded Plat(s) for any portion of the Property;
- (b) **Water Drainage.** To benefit the Declarant and Association, for the purpose of water drainage, including "established" drainage described in Section 5.12, retention, recreation or amenity purposes; and to benefit each Owner, not to exceed one foot (1') as between each Lot;
- (c) **Landscape Easement and Access to Common Areas.** To benefit the Declarant and the Association, for the purpose of installing landscaping and entry improvements in the landscape easement area shown on the Plat, and also access through those portions of Lots contiguous to any Common Area to maintain, repair, replace and restore landscaping and any other Improvements within the Common Area, including, but not limited to, a sprinkler system which may be installed to irrigate landscaping located on any other Common Area;
- (d) **Encroachment.** To benefit the Declarant, Association and each Owner, for the purpose of encroachment, reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner; and
- (e) **Plat.** To benefit all of the above, for the purposes for which they are designated, any additional easements, if any, as shown and designated on the recorded Plat for the Property.

Unless otherwise specified herein or in another recorded document, the easement areas (excluding any equipment or appurtenances owned by the Declarant, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.08 Lighting. If required by the Declarant, each Owner shall install, and maintain in an operative condition such exterior lighting as shall be provided in the Architectural Rules and Design Standards.

SECTION 5.09 Roofs. The type, pitch and roof covering material(s) which shall be required on Buildings within the Property shall be as set forth in the Architectural Rules and Design Standards.

SECTION 5.10 Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 5.11 Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.12 Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the Declarant before Initial Construction. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Water may drain or flow into the drainage swales, if any, located on each Lot or within the public rights-of-way within the Property but otherwise shall be contained on-site on such Lot (meaning it shall not be allowed to drain or flow upon, across or under adjoining Lots), unless an express written easement for such purpose exists. There shall be no interference with the established drainage pattern over any portion of the Subdivision, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Declarant. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Subdivision is completed by the Declarant, or that drainage which is shown on any plans approved by the Declarant, which may include drainage from a Common Area Lot over any Lot within the Subdivision. The Owner of any Lot within the Subdivision, in which grading or other work has been performed pursuant to a grading plan approved by the Declarant, shall maintain and repair all graded surfaces, drainage structures, means or devices within the Lot which are not the responsibility of the Association or any governmental entity.

After the Initial Construction on a Lot, an Owner shall not change or alter any grading on a Lot or construct or alter any berms or swales on a Lot, including the drainage swales, if any, located in the public right-of-way adjacent to such Lot, which will affect or change the drainage on a Lot or any other Lot within the Subdivision, without the prior written approval of the Declarant.

SECTION 5.13 Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition;
- (b) Each Owner of a Lot shall maintain the landscaping planted and installed by the Owner in the landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot (hereafter "Street Landscape Buffer"), as required by Section 5.24, below,

said landscaping to be maintained in a condition comparable to the condition of the landscaping on the Owner's Lot as required herein;

(c) All damage to any Improvements shall be repaired as promptly as is reasonably possible;

(d) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Declaration;

(e) All structures, facilities, equipment, objects and conditions determined by the Declarant or the Association, as applicable, to be offensive, in its sole discretion, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view;

(f) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view;

(g) Any event or condition on a Lot or adjacent to a Lot if under the control of the Owner, which, in the sole discretion of the Declarant or the Association, as applicable, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration. If such event or condition is not promptly corrected by the Owner, the Association shall have the right to correct the same pursuant to subsection (h), below; and

(h) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article X of this Declaration.

SECTION 5.14 Mining and Drilling. The adjacent properties to the West and South are actively mined for the purpose of removing minerals, rocks, stones, gravel, sand and earth. The property may be subject to hazards associated with mining including but not limited to noise, vibrations, steep slopes, and dust. Should any Owner desire to receive updates from the mining operator regarding mining activities, they may contact the North Salt Lake City Recorder.

No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Declarant or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.15 Automobiles, and Vehicles and Equipment.

- (a) The primary purpose of the garage required on each Lot is for the parking and storage of Automobiles. A minimum of two (2) off-street parking spaces for Automobiles shall be provided on each Lot. Automobiles, whether operative or non-operative, shall be kept within the garage or driveway on a Lot, except for the following: (i) actual use; and/or (ii) temporary periods of no more than seventy-two (72) consecutive hours in connection with actual use.
- (b) Vehicles and Equipment shall be kept at all times in an enclosed structure, or appropriately screened, as may be approved by the Declarant, and at no time shall any such Vehicles or Equipment be parked or stored on a Lot in public view or on a public or private right-of-way within the Property except: (i) when in actual use; and/or (ii) for a temporary period of no more than twenty-four (24) consecutive hours in connection with actual use.
- (c) Concrete recreational vehicle pads are permitted, subject to approval of location, screening and materials by the Declarant. Such pads must be adjacent to the driveway and/or garage, and include a six (6) foot privacy fence.

SECTION 5.16 Driveways. Driveways and recreational vehicle pads (as described above) must be in the location as approved by the Declarant.

SECTION 5.17 Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.18 Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the Declarant. All exterior finishes and/or colors shall be approved by the Declarant and shall be in accordance with the Architectural Rules and Design Standards.

SECTION 5.19 Vehicles. The use of Automobiles and Vehicles and Equipment shall be subject to Architectural Rules and Design Standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same.

SECTION 5.20 Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the Declarant, except for heat pumps or similar appliances shown on the plans approved by the Declarant.

SECTION 5.21 Mailboxes. The US Postmaster and the Declarant shall have the right to approve mailbox locations and design.

SECTION 5.22 Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder may be displayed on a Lot during construction of the Improvements and until the Lot with such Improvements

is sold. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the Declarant prior to installation. Notwithstanding the foregoing, the Declarant shall have the right to adopt Architectural Rules and Design Standards with respect to signs allowed within the Subdivision, which Architectural Rules and Design Standards, if adopted, shall regulate signs within the Subdivision and shall control over the specific provisions of this Section.

SECTION 5.23 Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Declarant; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the Declarant therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.24 Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the Declarant prior to the construction or installation. The type, design, material and finish of all privacy fences shall be as specified in the Architectural Rules and Design Standards, it being the intent of the Declarant that all such privacy fencing shall present, to the extent reasonably practicable, a uniform appearance throughout the Property. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances of the City of North Salt Lake, Utah, applicable to the Property.

In addition to the requirements of the Architectural Rules and Design Standards applicable to fences, fencing, all fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be permitted to be constructed or installed on the Common Area constructed by the Declarant within the Property; provided, that if the Declarant constructs or installs a fence in a Common Area, the Declarant may allow fences on the adjacent Lot(s) to be attached thereto so long as such attachment does not (i) impede the maintenance, repair or replacement of the Common Area, (ii) alter the visual theme established by the fence constructed or installed by the Declarant, and (iii) does not project above the top of the fence constructed or installed by the Declarant;
- (b) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs;
- (c) No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Declaration or shown on the recorded Plat(s) of the Property; and
- (d) No fence, wall, hedge, high planting, obstruction or barrier shall be allowed if, because of the design, material, color, nature, qualities or characteristics thereof, the same would have a noxious or nuisance effect upon neighboring Lots as determined by the Declarant. It is not the intent of this subsection (e) to create a view easement on or across any Lot ("Affected Lot") in favor of any Lot which is adjacent to or in the vicinity of the Affected Lot.

SECTION 5.25 Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

(a) The Owner shall prepare a landscape plan and shall submit the same to the Declarant as provided in Article X, below. The Declarant shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. The use of berms in planting areas is encouraged. Landscaping of a Lot shall be in accordance with the approved plan;

(b) Each Owner shall be required to landscape the Street Landscape Buffer (as defined in Section 5.13(b), above), unless prohibited by a governmental authority, which landscaping shall be included in the landscape plan to be submitted to and approved by the Declarant. Notwithstanding the foregoing, the Declarant shall have the right, if deemed necessary by the Declarant to assure uniformity in and/or compatibility of the landscaping within the Street Landscape Buffer, to adopt Architectural Rules and Design Standards which shall specify the nature, type, extent and design of the landscaping therein, and, if so adopted, the Architectural Rules and Design Standards shall be binding upon the Owners;

(c) All required front yard landscaping on a Lot shall be installed within sixty (60) days after substantial completion of the Building on the Lot; provided that if substantial completion is between November 1 and March 31, front yard landscaping may be extended longer than the above-described sixty (60) days, to no later than May 1st. As used herein, "substantial completion" of the Building shall mean the Building meets the requirements to obtain a certificate temporary occupancy, regardless of whether such certificate is actually obtained; and

(d) The Architectural Rules and Design Standards may set forth the initial minimum landscaping required on each Lot.

SECTION 5.26 Storm Drainage. Storm drain facilities within the Property may be located within rights-of-way, which may or may not be within Lot(s) owned by the Association. Maintenance of all the storm drain facilities within the public rights-of-way shall be the responsibility of the applicable governmental agency(ies). Surface maintenance (grass, trees, shrubs, etc.) of the storm water management facilities outside the public rights-of-way (i.e., Association properties, swales, seepage trenches, storm ponds, park/detention areas, etc., hereinafter "Storm Water Areas") is the responsibility of the Owner of the Lot in which it is located. All Storm Water Areas are subject to easements, if any, shown on the recorded Plat(s) for the Subdivision. Appropriate governmental agencies have the right to inspect such facilities in the Storm Water Areas, and if necessary, perform any required maintenance or repairs. Any changes or modifications to the Storm Water Areas above and beyond the improvements shown on any approved storm drain plans for the Subdivision require the prior approval of the Association and applicable governmental agency(ies).

SECTION 5.27 Adoption of Architectural Rules and Design Standards. The Declarant shall have the power to create Architectural Rules and Design Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Declarant to carry out the purposes of this Declaration, and to determine approvals as provided herein. All Architectural Rules and Design Standards shall be consistent with the provisions of this Declaration. Upon Declarant's request, the Association shall use all of its powers to enforce any approvals and/or matters determined by Declarant pursuant to Article V and Article X.

Declarant may assign its rights to create such rules and standards and/or approve plans and other matters hereunder, to the Association in writing, either generally or in a specific matter. Upon relinquishment of Declarant's rights as otherwise provided in this Declaration, Declarant's rights and approvals pursuant to this Section 5.27 shall automatically transfer to the Association.

SECTION 5.28 Exemption of Declarant. Nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Property, and/or effectuate lot line adjustments and/or surveys, or to grant licenses, reservations, rights-of-way or easements with respect to the Common Area to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of Development of the Property. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain Association approval of any Improvements constructed or placed within the Property by the Declarant in connection with the Development. The Declarant shall be entitled to the non-exclusive use, without charge, of any Common Area within the Property in connection with the marketing of the Lots therein. In addition, the Declarant shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on the Common Areas on and the Lot(s) owned by the Declarant for such a period of time as is reasonably deemed by the Declarant to be necessary.

ARTICLE VI
GRANITE RIDGE HOME OWNERS ASSOCIATION INC.

SECTION 6.01 Organization of Association. Granite Ridge Home Owners Association Inc. shall be organized by the Declarant as a Utah non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its Bylaws and this Declaration. Neither said Articles nor said Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

SECTION 6.02 Members. Each Owner (including the Declarant) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association, unless otherwise provided by law. No Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.03 Classes of Membership. The Association shall have two (2) classes of membership:

CLASS A. "Class A Members" shall be the Members of the Association which are all Owners of Lots within the Property, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member expires, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine,

but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member(s).

CLASS B. "Class B Members" shall be the Declarant, and Members of the Association who are successors in title to Declarant as Owner(s) to Lot(s), to whom Declarant has specifically granted such Class B Member voting rights in a writing recorded in the records of Davis County, Utah. If Declarant has not granted such Class B voting rights in such a recorded writing, the Owner of a Lot shall be a Class A Member. The Class B membership and the Class B Member voting rights shall cease and be converted to Class A membership and Class A voting rights when the Declarant (including any transferee who becomes Declarant) relinquishes its rights as Declarant under this Declaration.

SECTION 6.04 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time.

SECTION 6.05 Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Utah subject only to such limitations as are expressly set forth in the Articles, the Bylaws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, Bylaws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Association and other responsibilities set forth in this Declaration, including, but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration;
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, Declaration or Architectural Rules and Design Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof;
- (c) **Creation of Committees and Sub-Associations, and Delegation of Powers.** The authority to create, and delegate its power and duties to, committees and/or sub-associations it creates, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable;
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct;
- (e) **Association Rules.** The powers to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled

by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rule or any provision of the Articles, Bylaws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency;

- (f) **Emergency Powers.** The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant;
- (g) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Area and/or the Property as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service;
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and
 - (iii) Any similar public or quasi-public improvements or facilities; and
- (h) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06 Duties of Association. In addition to the powers delegated to it by the Articles, Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) **Operation and Maintenance of Common Area.** Perform, or provide for the performance of, the operation, maintenance and management of the Common Area, if any, owned or controlled by the Association, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Declarant, and the maintenance, management, repair or replacement all other property owned or controlled by the Association, all in compliance with all laws, plans, regulations, statutes and ordinances and agreements affecting the Property, whether recorded or unrecorded;
- (b) **Taxes and Assessments.** Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Association or against the

Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation;

- (c) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Utah and maintain in effect the following policies of insurance:
- (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all Improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association;
 - (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors;
 - (iii) If elected by the Board, full coverage directors and officer's liability insurance in an amount determined by the Board;
 - (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property;
 - (v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith; and
 - (vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (d) **Administration Fees - Costs.** Pay to the Declarant, so long as the Declarant manages the Association, all actual out-of-pocket costs paid or incurred by the Declarant in the management and administration of the affairs of the Association plus an administrative fee

equal to current market fees as are typically charged for such management and administration for similar properties in North Salt Lake, Utah, and which administrative fee shall be compensation to the Declarant for the services provided to the Association;

- (e) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Property, whether the same is located within or without the boundaries of the Property;
- (f) **Rule Making.** Make, establish, create, amend and repeal Association rules;
- (g) **Enforcement of Restrictions and Rules.** Perform such other reasonable acts, whether or not expressly authorized by this Declaration, to enforce any of the provisions of this Declaration and the Association rules for which enforcement is desirable as determined by the Association; and
- (h) **Annual Meeting.** If requested by any Owner in writing, hold an annual meeting for the Owners.

SECTION 6.07 Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Improvements located on a Common Area, the drainage swales, if any, located thereon within the public right(s)-of-way within the Subdivision, or any other Improvement, property or facility required by this Declaration to be maintained, repaired or replaced by the Association and the continuing operational expenses in connection therewith, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within the Subdivision which are served thereby. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within the Subdivision served thereby on an equal basis. The Association shall have the right to establish a reserve account to implement the purposes of this Declaration, and the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment shall be determined by the Board. The Board shall have the right to place all funds collected in an interest-bearing account in an appropriate financial institution. In the event the Association does not have adequate funds to pay the cost and expenses deemed by the Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

SECTION 6.08 Effective Date. The provisions of this Article VI shall become operative upon the creation by the Declarant of the Association and the conveyance to said Association of fee simple title to the Common Area within the Subdivision. Until the creation and organization of the Association, the Declarant shall have the right to exercise all of the powers of the Association set forth in this Declaration.

ARTICLE VII **ASSOCIATION PROPERTY**

SECTION 7.01 Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Common Area, subject to the following:

- (a) **Articles, Etc.** The provisions of the Articles and Bylaws of the Association applicable to the Lot, this Declaration, as may be amended from time to time, and the rules, regulations and standards promulgated thereunder. Each Owner, in using the Association properties, shall comply with the same;
- (b) **Suspension of Rights.** The right of the Association to suspend the rights to use

properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Association;

- (c) **Dedications.** The right of the Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in the Subdivision;
- (d) **Conveyance of Common Area.** Except as provided in subsection (c), above, no portion of the Common Area shall be conveyed by the Association unless the Board of Directors of the Association determines that such conveyance is in the best interests of the Subdivision, which determination shall be made following a regular or special meeting of the Members of the Association at which meeting the proposed conveyance is presented by the Board of Directors and the Members have the opportunity to present testimony in support of or against such proposed conveyance; and
- (e) **Mortgage of Common Area.** After the Class A Members become entitled to voting rights, no portion of the Common Area shall be mortgaged by the Association without the prior approval of at least two-thirds (2/3rds) of the Class A Members, which approval may be obtained in writing or by a vote of the Class A Members at a meeting called for such purpose and, with respect to such meeting, the provisions concerning notice and quorum in Section 8.10, below, shall apply.

SECTION 7.02 Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the any Improvements located on a Common Area, and the Subdivision, and/or located thereon within the public right(s)-of-way within the Subdivision, or any other Improvement, property or facility required by this Declaration to be maintained, repaired or replaced by the Association, is performed by the Association as a result of the willful or negligent act or omission of an Owner or Occupant, or a family member, guest or invitee of an Owner or Occupant, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Declaration and may be collected as provided in Article IX, below.

SECTION 7.03 Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association, as the case may be, and the recipient thereof shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04 Condemnation. If at any time any part of the Common Area or other property owned by the Association can be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Association whichever entity owns said property. The recipient of said payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Association; (ii) acquire and/or improve additional properties for the Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VIII **ASSESSMENTS**

SECTION 8.01 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association.

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his or her Lot.

SECTION 8.02 Regular Assessments. Regular Assessments, if any, may be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities, including, but not limited to, compliance with the Mitigation Plan. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

SECTION 8.03 Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration; and/or
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

At the closing of the sale of each Lot by the Declarant, a special assessment in an amount determined by the Board from time to time shall be collected from the purchaser of the Lot as payment to the Association for the set-up costs and the maintenance of the Common Area and landscape easements to be maintained by the Association. Upon the transfer of ownership of a Lot by an Owner to a third party, a transfer fee in an amount determined by the Board from time to time shall be payable by the Owner to the Association, provided, that no transfer fee shall be payable if the Lot was purchased by a builder from the Declarant and within one (1) year thereafter sold and transferred to a third Party.

SECTION 8.04 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Association shall have the power, but not the obligation,

to incur expenses for maintenance and repair of any Lot or the maintenance, repair, completion or removal of, any Improvement on a Lot, including the Street Landscape Buffer (as defined in Section 5.14(b), above), if such maintenance and repair, completion or removal, is necessary, is necessary to protect the Common Area or any other portion of the Property, and/or the existence of the condition of the Lot and/or Improvement reflects anything other than a first-class residential subdivision and/or in violation of Section 5.14, as determined by the Board in its discretion, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable timeframe after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, completion and/or removal, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair, completion, and/or removal and the Assessment therefore;

- (b) **Correction of Violations.** In addition to maintenance and repair, the Board, upon the failure or refusal of an Owner to correct a violation of this Declaration or the Architectural Rules and Design Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in this Article X and Article IX of this Declaration; and
- (c) **Limited Purpose.** The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05 Commencement of Regular Assessments. Regular Assessments of the Association, if any, against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner; provided, however, that any Lot owned by the Declarant shall not be assessed until it is sold to an Owner. If the Declarant pays any portion of the expenses of the Association, such excess amounts so paid shall constitute a loan by the Declarant to the Association, which loan, without interest, shall be repaid by the Association to the Declarant from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Declarant to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which the Declarant owns all of the Lots.

SECTION 8.06 Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07 Assessment Due Date. The due dates for Regular, Special and Limited Assessments, if any, shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08 Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the

Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.09 Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.10 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the Bylaws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 8.03, above, or a Limited Assessment described in Section 8.04, above, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of sixty percent (60%) of the Owners, who have voting rights in the Association, either in person or by proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of ten percent (10%) of the Owners who have voting rights in the Association, either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 8.04, above, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

ARTICLE IX ENFORCEMENT OF ASSESSMENTS

SECTION 9.01 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02 Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens (including Mortgages and/or Deeds of Trust) or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; and (ii) labor or materialmen's liens, if the same are prior and superior by reason of applicable law. Except as

expressly provided in this Section 9.02, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

SECTION 9.03 Notice of Assessment. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public and recorded in the office of the Davis County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04 Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Utah for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

If an Owner of a Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board, may demand that any tenant of such Owner pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid, as provided in Utah Code Title 57, Chapter 8a, Section 205, as may be amended from time to time.

SECTION 9.05 Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.06 Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;

- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Davis County, Utah, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent an amount for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02, above, as such amount is determined by the Board from time to time.

SECTION 9.07 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X ARCHITECTURAL CONTROL

SECTION 10.01 Declarant and Association. Declarant shall have the rights to adopt and implement architectural and design controls and approvals pursuant to Section 5.27, including the creation and implementation of the Architectural Rules and Design Standards. The Association may have such rights and approvals, as provided in Section 5.27.

SECTION 10.02 Non-Liability. Neither the Declarant or the Association, or any member, partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association (if applicable), any Owner or any other person, for any claim, cost, loss, damage or injury arising out of or connected with the performance of the powers, duties and/or responsibilities in this Declaration, the Architectural Rules and Design Standards, if any, or other Subdivision documents, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application, and/or determinations related to violations and enforcement of this Declaration and/or Architectural Rules and Design Standards. Every person who submits an application to the Declarant for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Declarant or the Association, or any member thereof, or any officer, partner, employee, agent, successor or assign regarding the above.

SECTION 10.03 Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the Declarant.

SECTION 10.04 Variances. The Declarant may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the Architectural Rules and Design Standards, or any prior approval when, in the sole discretion of the Declarant, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by Declarant.

If a variance is granted as provided herein, no violation of this Declaration, Architectural Rules and Design Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Architectural Rules and Design Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The Declarant shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the Declarant pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of North Salt Lake, Utah, applicable to the Property.

SECTION 10.05 Application. To request Declarant approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the Declarant which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the Declarant:

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements;
- (b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the Declarant, all exterior colors, materials and finishes, including roof, to be used;
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped, including the Street Landscape Buffer (as defined in Section 5.14(b), above), which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways, and which will promote water efficient landscape practices in compliance with applicable Architectural Rules and Design Standards; and
- (d) **Evidence of Cost.** Such evidence of the cost of the Improvements as shall be satisfactory to the Declarant to assure compliance with the requirements, if any, of the Architectural Rules and Design Standards.

The Declarant may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the Declarant, in its sole discretion reasonably

exercised, shall deem necessary or convenient for the purpose of assisting the Declarant in reviewing and processing the application.

SECTION 10.06 Completion Security Deposit. At the time of the submission of the application under Section 10.05, above, the Owner shall deposit with the Declarant, as a completion security deposit (hereafter "Completion Deposit"), as such amount is determined by the Declarant from time to time. The Completion Deposit shall be held by the Declarant as security for the completion by the Owner of the Improvements on the Lot as approved by the Declarant, as required by for the completion of Improvements described in Section 5.03 and landscaping as provided in Section 5.25. If an Owner meets the completion deadlines and requests return of the Completion Deposit in writing within sixty (60) days after such deadlines have passed, the Completion Deposit shall be returned to the Owner without interest. If the Owner fails to complete such Improvements, and/or fails to request return of such Completion Deposits within such designated periods stated above, Declarant shall have the right to: (a) deduct from such Completion Deposit the amount of any penalties, off-sets and costs as set forth in this Declaration or the Architectural Rules and Design Standards, including any costs which may be paid or incurred by the Association or a third party to complete or remove such Improvements, as the case may be; and (b) deduct the Inspection Fee(s) payable by an Owner to the Declarant under Section 10.15, from the Completion Deposit. Any remaining Completion Deposit shall be forfeited by Owner, and shall be retained for the Declarant's and/or the Association's use for any purpose in connection with the Subdivision, free and clear of any interest of the Owner.

SECTION 10.07 Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the Declarant shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a quality residential development.

Unless extended by mutual consent of the Owner and the Declarant, the Declarant shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the Declarant can be in the form of an approval, a conditional approval or denial. The decision of the Declarant shall be in writing, signed by the Declarant, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.08 Inspection and Complaints. The Declarant is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the Architectural Rules and Design Standards or the approved plans and specifications.

The Declarant is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable Architectural Rules and Design Standards. In the event the Declarant receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the Declarant determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner, the Complainant, and the Association, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation; and
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the Declarant determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner, the Complainant, and or the Declarant.

SECTION 10.09 Hearing. An Owner served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the Declarant for the purpose of presenting facts and information to the Declarant. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Declarant is mailed to the Owner (and Complainant) as evidenced by the records of the Declarant. The hearing shall be held within ten (10) days following receipt by the Declarant of the request for a hearing, unless the Declarant shall extend said period of time because of the unavailability of a Declarant representative. A hearing may be continued by the Declarant for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Declarant shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Declarant with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the Declarant incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the Declarant and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided below. Upon any transfer of rights to the Association by the Declarant, the hearing described above shall be with the Board.

SECTION 10.10 Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the Declarant adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.09, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in a hearing with Declarant. Upon any transfer of rights to the Association by the Declarant, the appeal to the Board described herein shall be considered a motion for rehearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the Declarant. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the Declarant. The failure of an Owner or Complainant to appeal a decision of the Declarant in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner, Complainant, and Declarant, as applicable, shall be advised of the time and place of the hearing by a mailed written notice.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the Declarant shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the Declarant, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the Declarant shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the Declarant will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the Declarant or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the Declarant shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the Declarant, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.13, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 10.11 Enforcement. The Declarant and the Board each shall be authorized on behalf and in the name of the Declarant and/or Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Declaration, the Architectural Rules and Design Standards or the approved plans and specifications.

The Declarant or Board shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the Board shall have the sole discretion to commence such proceedings.

The authority of the Declarant and Board as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the Declarant and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall levy a Limited Assessment against the

Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 10.12 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Declarant or the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Declarant and/or Board to enforce said Limited Assessment shall be the same as provided in Article IX, above.

SECTION 10.13 Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.11 and 10.12, above, shall not be deemed to be an exclusive remedy of the Declarant or Association and either may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 10.14 Private Rights. The Declarant and/or Association shall not mediate or litigate a "private dispute" between Owners. As used herein, a "private dispute" shall mean a dispute to which either of the following apply: (i) the Declarant or Association has determined that there is no violation of this Declaration or the Architectural Rules and Design Standards, or other Subdivision documents; and/or (ii) in the sole discretion of the Declarant or Board, the Declarant or Board determines that the neither the interests of the Declarant, Association or a substantial number of the Owners would be benefitted by the Declarant, Board and/or the Association's mediation and/or litigation of such dispute.

SECTION 10.15 Inspection Fee(s). The Declarant shall have the right to charge an Owner an inspection fee (hereafter "Inspection Fee") as determined by the Declarant from time to time for each inspection of the Improvements constructed on a Lot if the initial inspection, which shall be performed by the Declarant without cost to the Owner, reveals that the Improvements do not comply with the approved application or is deviating therefrom or is violating this Declaration or the Architectural Rules and Design Standards or the approved plans and specifications, and an additional inspection(s) is required to assure such compliance. Any collection of Inspection Fee(s) so charged by the Declarant to an Owner shall be enforceable as provided in Section 10.11, above.

ARTICLE XI ANNEXATION

SECTION 11.01 Annexation. Additional property may be annexed to the Subdivision and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner or the Association. To annex additional property to the Subdivision, the Declarant shall record an amendment to this Declaration which shall specify the annexation of the additional property to the Subdivision and which may supplement this Declaration with additional, amended or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other

members as provided in this Declaration. The amendment of this Declaration as authorized by this Section, to annex additional property to the Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of this Declaration.

SECTION 11.02 De-Annexation. The Declarant shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Davis County Recorder.

ARTICLE XII MISCELLANEOUS

SECTION 12.01 Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2041, unless amended as hereafter provided. After December 31, 2041, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the Davis County Recorder.

SECTION 12.02 Amendment. This Declaration may be amended as follows:

- (a) **By Declarant.** Until title to a Lot within the Property is conveyed by the Declarant to an Owner, this Declaration may be terminated by the Declarant by recordation of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination.
- (b) **By Owners.** Except as otherwise expressly provided this Declaration, the provisions of this Declaration, other than this Section, may be amended by an instrument in writing, signed by a majority of all of the Class B votes held by the Class B Members, as certified by the President and Secretary of the Association. After the Class A Members become entitled to voting rights, the provisions of this Declaration, other than this Section, may be amended by an instrument in writing, approved by at least 50% of the of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Association. Any amendment to this Section 12.02 shall require: (i) the signatures of at least 66.67% of all of the Class B votes held by the Class B Members, as certified by the President and Secretary of the Association, and any the vote of the Class B Members, or (ii) after the Class A Members become entitled to voting rights, approval by 66.67% of the total of the Class A votes cast by the Class A Members either in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Association. Amendments complying with this Section 12.02 shall be effective upon recordation with the Davis County Recorder.
- (c) **By Necessity.** Declarant shall have the exclusive right, power and authority to amend this Declaration, or any of the Subdivision documents, at any time and at its sole discretion, if such amendment is: (i) necessary to bring any provision into compliance with any applicable laws, statutes, rules, plans, ordinances, or other agreements governing the Property; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage for the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental authority or

reputable private insurance company or lender to make insure or purchase mortgage loans on the Lots; and/or (v) otherwise necessary to satisfy the requirements of any governmental or quasi-governmental authority or applicable federal, state or local statute, ordinance, and/or law.

SECTION 12.03 Books and Records. All accounting books and records, and meeting minutes of the Board and Association, and any other records determined by the Board in its sole discretion, shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 12.04 Non-Waiver. The failure of the Declarant, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 12.05 Acceptance – Declarations and Property Condition. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration, and the Plat, and agrees to be bound by the same. Additionally, Owner's acceptance includes express acceptance and acknowledgement of all existing characteristics and conditions on or near the Property, and all uses, nuisances, traffic and noise associated therewith, including, but not limited to mining uses and activities adjacent to, or in the proximity of, the Property.

SECTION 12.06 Indemnification. The Declarant (and its members, managers, officers and employees), each member of the Board and the Association shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Declarant, Board or the Association, or any settlement thereof, whether or not said person is a member of the Board Association, or Declarant at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board, Association or the Declarant approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association or prior thereto during the period the Declarant is exercising the powers of the Association.

SECTION 12.07 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 12.08 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the Project Objectives set forth in Article IV, above, and shall be construed and governed by the laws of the State of Utah. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the

masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 12.09 Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

SECTION 12.10 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Declarant.

SECTION 12.11 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

SECTION 12.12 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the covenants, easements and restrictions contained in this Declaration, the Declarant, the Association, and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

SECTION 12.13 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 12.14 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

SECTION 12.15 Force Majeure. The period of time provided in this Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

[END OF TEXT]

IN WITNESS WHEREOF the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

BRIGHTON HOMES UTAH LLC,
a Delaware limited liability company

By _____
Nathan W. Pugsley, Manager

STATE OF UTAH)
) ss:
County of Davis)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan W. Pugsley, known or identified to me to be a Manager of BRIGHTON HOMES UTAH LLC, a Delaware limited liability company, the company that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Utah
My Commission Expires: _____

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
GRANITE RIDGE SUBDIVISION**

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
GRANITE RIDGE SUBDIVISION**

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EXHIBIT F

DISCLOSURE REQUIREMENTS

Developer has agreed to the following disclosure methods in order to alert and educate potential property owners about the proximity of the Project to adjacent mining land uses.

Marketing Materials and Plat Note

Homes in the Granite Ridge Subdivision are located nearby property that is either currently being mined or may be mined in the future.

Buyer Disclosures-Every Brighton Homes buyer signs prior to moving in

The community is located directly adjacent to properties where their uses include or may include sand, gravel and asphalt excavation, extraction and processing businesses, including but not limited to, plants, conveyors, trucks, crushers, grinders, heavy machinery, occasional blasting and other improvements, equipment and appurtenances used in connection therewith. The Community is located in an area of historically industrial and commercial operations, including sand, gravel and asphalt operations at various locations in the vicinity.

The uses associated with the neighboring property necessarily involve the creation of certain noise, dust, fumes, light, vibrations, and other conditions that may be perceptible within the Community. In addition, the neighboring uses by their nature change the natural or existing terrain on the neighboring properties and may affect the views and other natural conditions surrounding the Community. Living within the Community may involve exposure to such conditions.

Project CC&Rs (Exhibit E)– Perpetual encumbrance on the property

Mining and Drilling.

The adjacent properties to the West and South are actively mined for the purpose of removing minerals, rocks, stones, gravel, sand and earth. The property may be subject to hazards associated with mining including but not limited to noise, vibrations, steep slopes, blasting activities and dust. Should any Owner desire to receive updates from the mining operator regarding mining activities, they may contact the North Salt Lake City Recorder.

No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Declarant or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

Granite CC&Rs (attached and part of this Exhibit) – 2nd Perpetual encumbrance on the property

WHEN RECORDED RETURN TO:

Roger D. Henriksen, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84147-0019

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION (this "Declaration") is executed as of the ____ day of _____ 20____, by **BRIGHTON HOMES UTAH LLC**, a Delaware limited liability company (hereinafter referred to as "BHU") in favor of **GRANITE CONSTRUCTION COMPANY**, its successors and assigns ("Granite").

RECITALS:

A. BHU is the record owner of the property (the "Brighton Property") more particularly described on Exhibit A attached hereto and incorporated herein by this reference, which is located near property owned or leased by Granite Construction Company, a California corporation ("Granite") and more particularly described on Exhibit B hereto (the "Granite Property"). The Granite Property includes property acquired by BHU in a transaction of even date herewith.

B. Granite operates or may operate a sand, gravel and asphalt business on a portion of the Granite Property and desires to ensure the continued compatibility of such operations with any development that may exist or come to exist on the Brighton Property.

C. As a material part of the sale of the Brighton Property by Granite to BHU, BHU has agreed to subject the Brighton Property to the covenants and restrictions hereinafter set forth.

DECLARATION

NOW, THEREFORE, in consideration of the sale of a portion of the Brighton Property to BHU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BHU hereby declares that the Brighton Property is and shall be held, transferred, sold, conveyed, and occupied subject to the following:

1. Covenants and Restrictions. BHU covenants and agrees as follows, and each subsequent owner of all or any part of the fee interest in the Brighton Property (each, an "Owner") shall be deemed to have taken title subject to and in recognition of the following facts and circumstances:

1.1 The Brighton Property is located near the Granite Property and operations on the Granite Property (the "Operations") include or may include sand, gravel and asphalt excavation, extraction and processing businesses, including but not limited to, plants, conveyors, trucks, crushers, grinders, heavy machinery and other improvements, equipment and appurtenances used in connection therewith. The Brighton Property is located in an area of historically industrial and commercial operations, including sand, gravel and asphalt operations at various locations in the vicinity.



1.2 The Operations necessarily involve the creation of certain noise, dust, fumes, light, vibrations and other conditions that may be perceptible beyond the boundaries of the Granite Property. In addition, the Operations by their nature change the natural or existing terrain of the Granite Property and may affect the views and other natural conditions surrounding the Brighton Property. The use and occupancy of the Brighton Property may involve exposure to such conditions.

1.3 The Operations shall not be deemed to be a nuisance, private or public, whether by virtue of any changed conditions in and about the locality thereof or otherwise; provided that this provision shall not apply if the condition claimed to be a nuisance results from the grossly negligent conduct of the Operations. The Operations may be conducted on the Granite Property for so long as Granite determines that it is in its best interests to conduct such operations.

1.4 No Owner shall take any action, directly or indirectly, to seek the curtailment, cessation or interruption of the Operations, including but not limited to, any action in which such Owner contends that the Operations constitute a nuisance because of changed conditions or any other reason other than the grossly negligent conduct of the Operations. Without limiting the generality of the foregoing, each Owner hereby covenants and agrees that such Owner will not at any time, directly or indirectly, initiate, maintain, or prosecute, or in any way knowingly aid in the initiation, maintenance, or prosecution, of any claim, demand, cause of action, or proceeding (administrative or otherwise), at law, in equity, or otherwise, against any Granite for any claim, damage, loss, or injury of any kind arising out of or in any way connected with the Operations.

2. Nature of Covenants and Restrictions. The covenants and restrictions set forth in Section 1 shall be perpetual. Each covenant and restriction created by this Declaration is an appurtenance to the Granite Property and every portion thereof (but no other real property) and may not be transferred or assigned except as an appurtenance to the Granite Property or any portion thereof. Each covenant and restriction contained in this Declaration shall constitute a covenant running with the land and shall bind the Brighton Property and each portion thereof. Granite and its successors and assigns are intended beneficiaries of this Declaration and shall be entitled to enforce the terms and provisions hereof and to recover its costs and expenses as provided herein.

3. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, BHU and their heirs, successors and assigns. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Declaration shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Declaration. This Declaration and any covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of Granite and its successors and assigns, and any such termination, extension, modification or amendment shall be effective on recordation in the official records of the Davis County Recorder a written document effecting the same, executed and acknowledged by Granite or its successors and assigns. If any person brings suit to enforce or interpret this Declaration or for damages on account of the breach of any provision of this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

[Signature page follows]



IN WITNESS WHEREOF, the BHU has executed this Declaration effective as of the date first set forth above.

BRIGHTON HOMES UTAH LLC,
a Delaware limited liability company

By: _____
Its: _____

STATE OF UTAH)
 : ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, who is the _____ of **BRIGHTON HOMES UTAH LLC**, a Delaware limited liability company.

NOTARY PUBLIC



EXHIBIT G

OPEN SPACE PARCELS

(Map Showing Parcels A-E)

Parcel A: 261410 SF

Level of Improvement: This will remain as native vegetation and will be re-vegetated where disturbed. City plans to install a trail on this parcel.

Ownership/Maintenance: North Salt Lake City will own and maintain this parcel, the trail, and the open space.

Parcel B: 23448 SF

Level of Improvement: This parcel will have a detention basin and maintenance road. The detention basin will be vegetated with native grasses.

Ownership/Maintenance: North Salt Lake City will own and maintain this parcel as well as the improvements.

Parcel C: 39822 SF

Level of Improvement: This will remain as native vegetation and will be re-vegetated where disturbed. City plans to install a trail on this parcel.

Ownership/Maintenance: North Salt Lake City will own and maintain this parcel, the trail, and the open space.

Parcel D: 2461 SF

Level of Improvement: This parcel will be re-vegetated with native grasses.

Ownership/Maintenance: This parcel will be owned and maintained by the Granite Ridge HOA.

Parcel E: 23448 SF

Level of Improvement: This parcel will be re-vegetated with native grasses.

Ownership/Maintenance: This parcel will be owned and maintained by the Granite Ridge HOA.



GRAPHIC SCALE



(IN FEET)
1 inch = 100ft.

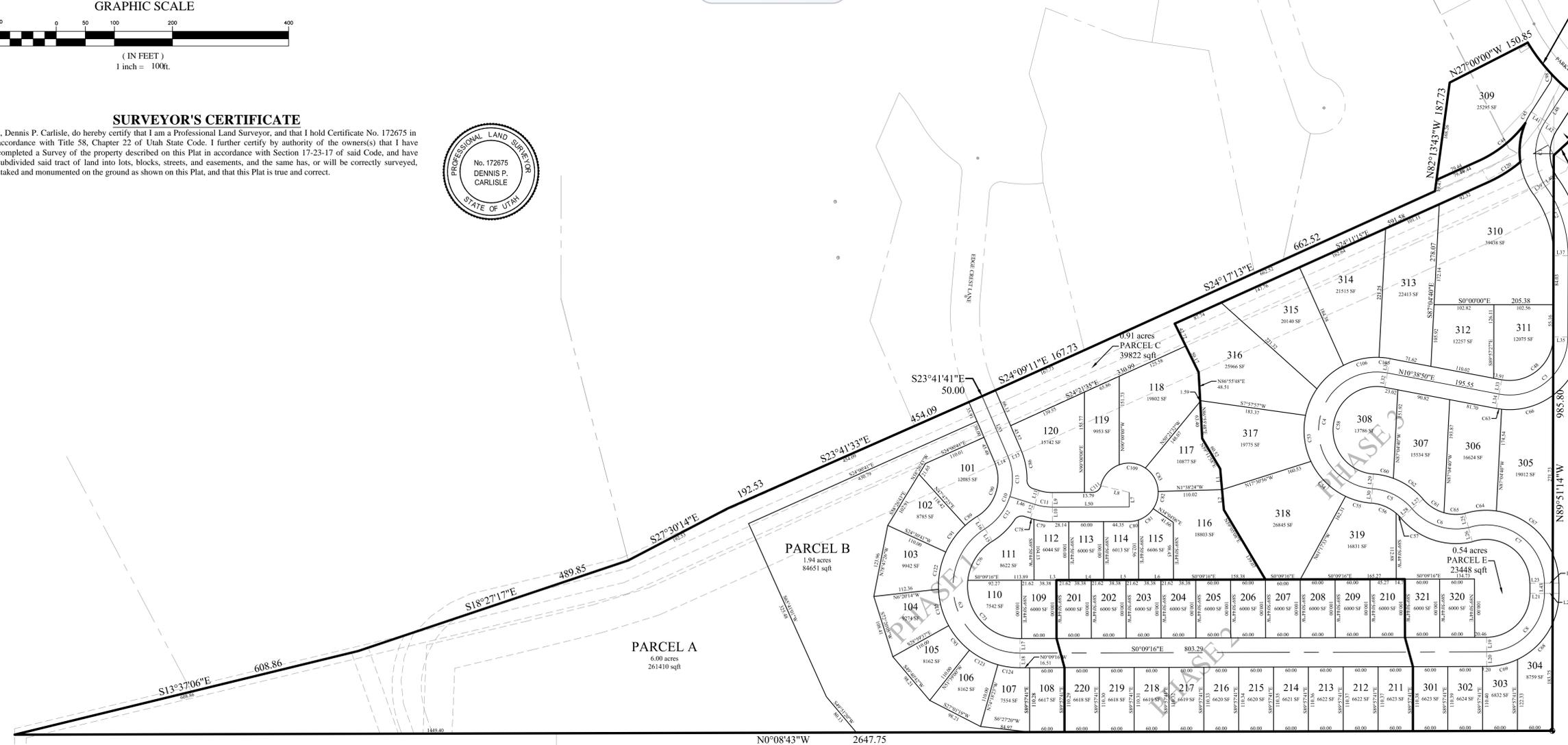
GRANITE RIDGE

A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 12, T1N,
R1W, S.L.B.&M.
NORTH SALT LAKE CITY, DAVIS CO., UTAH

DRAFT

SURVEYOR'S CERTIFICATE

I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.



SHEET SCHEDULE

Sheet Number	Sheet Title
C01	PLAT
C02	PLAT
C03	UTILITY PLAN
C04	STORM DRAIN MASTER PLAN
C05	GRADING PLAN
C06	EROSION CONTROL PLAN
C07	REVEGETATION PLAN

FOCUS
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

EXHIBIT H

RECORDABLE MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

APN

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, hereinafter referred to as the “City,” and **BRIGHTON HOMES UTAH, LLC** (“Developer”).

Developer and the City have entered into that certain “Development Agreement for Granite Ridge,” dated _____ (referred to herein as the “Agreement”) regarding the real property to be known as the Granite Ridge development and more particularly described on the attached **Schedule “A”** (the “Property”). Copies of the Agreements are on file in the offices of the City of North Salt Lake.

This Memorandum is executed and recorded in the Davis County Recorder’s Office in order to provide third-parties with notice of the Agreement. The effect of the Agreement as to each portion of the Property shall expire upon the issuance of a certificate of occupancy for a structure by the City as to the subject portion.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

“CITY”

CITY OF NORTH SALT LAKE

ATTEST:

City Recorder

By: _____
Mayor

“DEVELOPER”

BRIGHTON HOMES UTAH, LLC

By: _____
_____, Manager

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, by
_____ as _____ of _____, a
_____.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, by
_____ as _____ of _____, a
_____.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

ORDINANCE 2014-05

**FRANCHISE AGREEMENT
NORTH SALT LAKE– SYRINGA NETWORKS, LLC**

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of North Salt Lake, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 10 E. Center Street, North Salt Lake, Utah, 84054, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter “PROVIDER”) with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

WITNESSETH:

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7, Chapter 8 of the North Salt Lake Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give the PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, the PROVIDER shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS.

4.1 City Uses of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 5. POLICE POWERS.

The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

6.1 Meet to Confer. The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction,, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

7.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(c) The PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

7.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES.

8.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices

from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 10 East Center Street, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's _____ or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713, and such other office as the PROVIDER may designate by written notice to the CITY.

8.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by the CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

9.2 Indemnification. The PROVIDER agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE 11. GENERAL PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this 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 in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 20__

“CITY”
CITY OF _____

By: _____
Len Arave, Mayor

ATTEST:

Barry Edwards, City Recorder

APPROVED AS TO FORM:

City Attorney

“PROVIDER”
Syringa Networks, LLC, an Idaho limited liability company

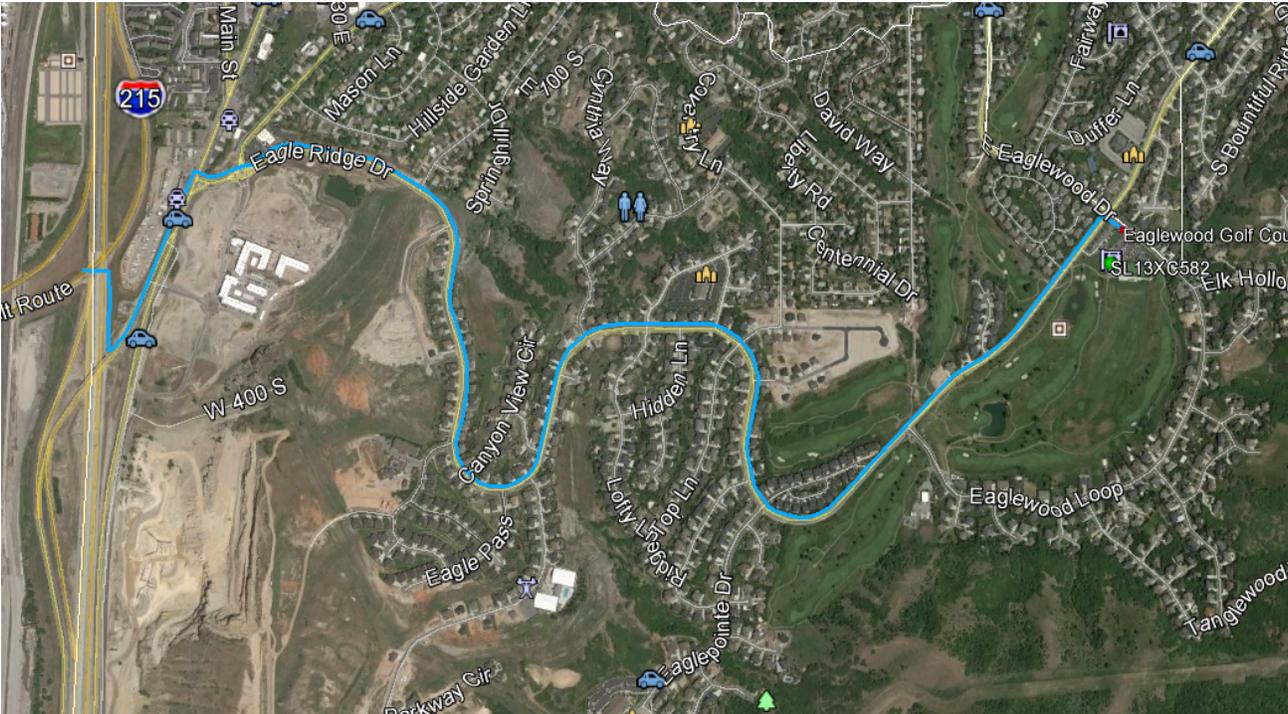
By: _____
Greg Lowe, Chief Executive Officer

EXHIBIT “A”
Telecommunications Rights-of-Way Ordinance





Syringa
NETWORKS





Syringa
NETWORKS





NORTH SALT LAKE COMMUNITY AND ECONOMIC DEVELOPMENT

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, Assistant City Manager

DATE: April 1, 2014

SUBJECT: Plat amendment for the Eaglewood Village Subdivision

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the plat amendment for the Eaglewood Village Subdivision with no conditions.

On March 25, 2014 the Planning Commission recommended approval of the proposed amended subdivision plat to the City Council with no conditions. At that meeting, the Planning Commission also conducted the required public hearing for this matter (no public comment was made).

BACKGROUND

The applicant, Compass Development, is requesting to amend the subdivision plat for Eaglewood Village. The purpose of the plat amendment is to comply with an existing agreement between the City and developer that calls for the dedication of Village Center Drive and a portion Eagle Gate Drive to the City. The proposed plat amendment, if approved and recorded, will effectuate the dedication of those streets to the City.

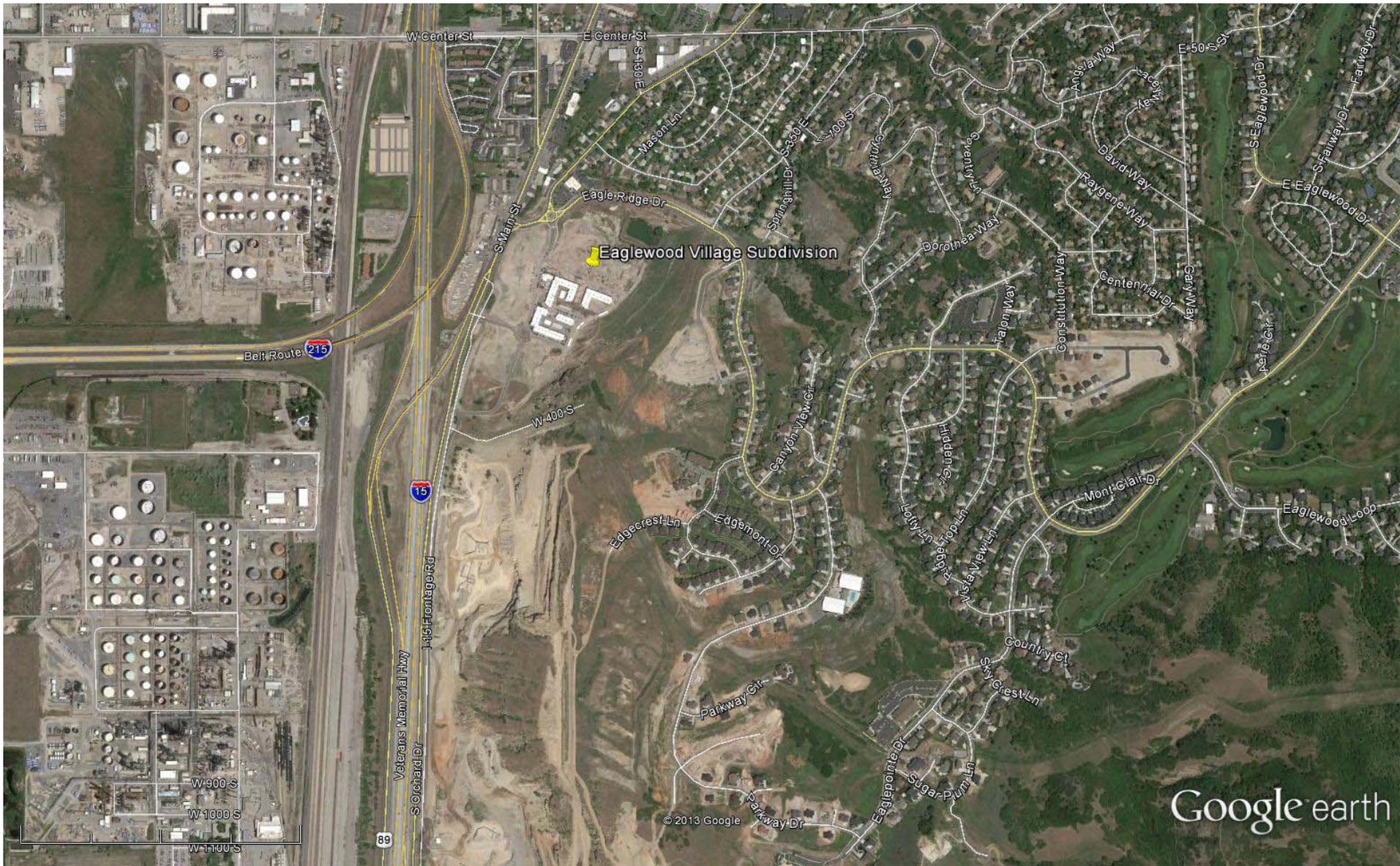
The City also owns a detention basin at the northeast end of the property that will eventually be used as a public park (fishing pond), so public use easements need to be established along the private roads to provide public access to the pond. Additionally, with the approval of this plat amendment, "Village Center Drive" will be re-named to "Orchard Drive". The City Engineer has reviewed and approved the plat amendment.

POSSIBLE MOTION

I move that the City Council approve the proposed amended plat for the Eaglewood Village Subdivision.

Attachments

- 1) Location Map
- 2) Current Subdivision Plat
- 3) Proposed Plat Amendment



Google earth

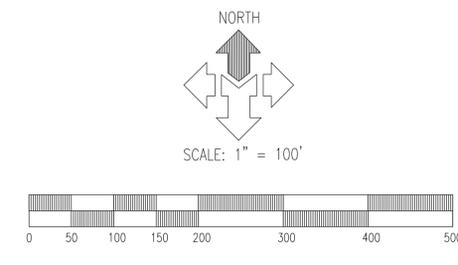
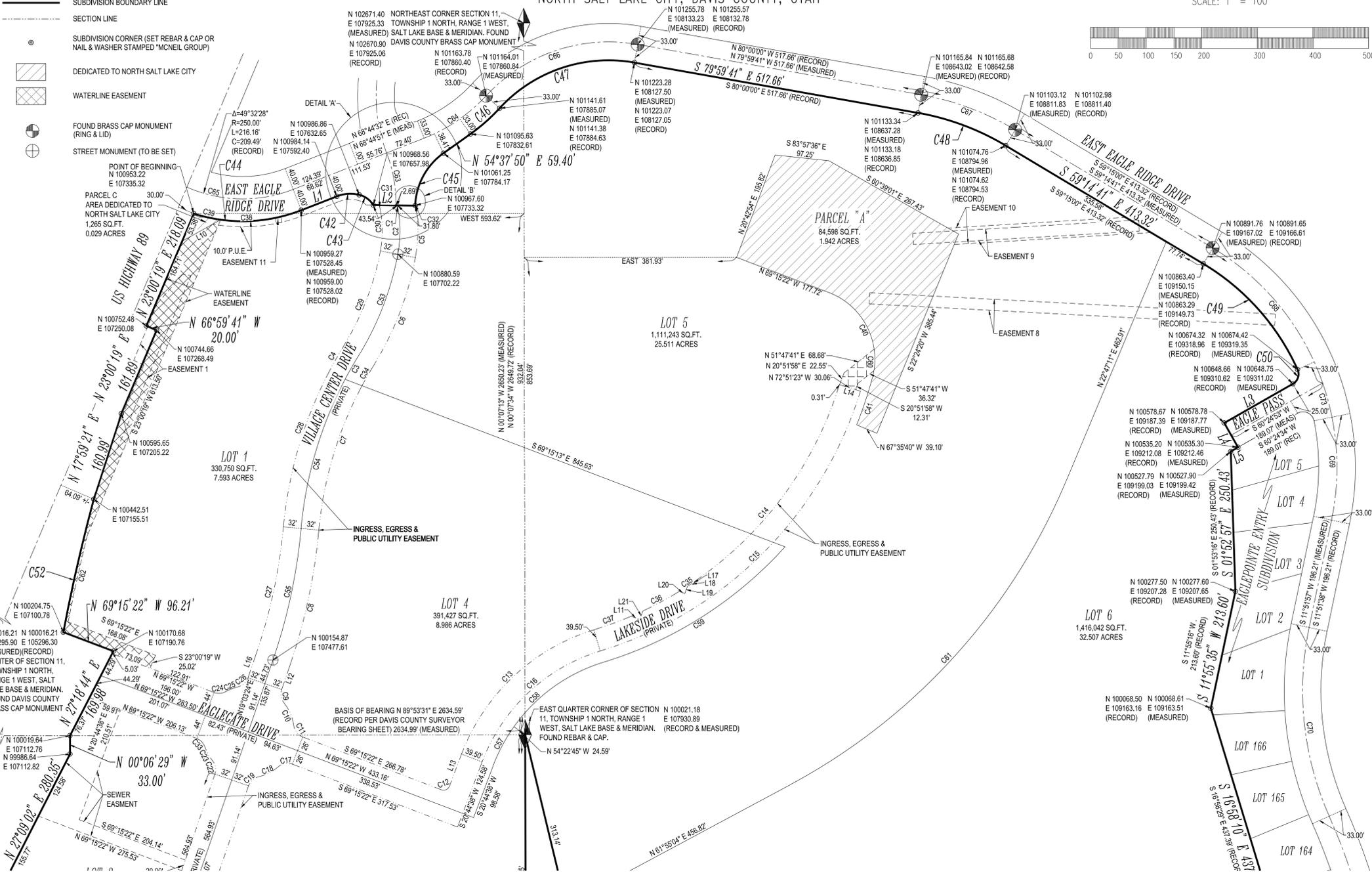
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EAGLEWOOD VILLAGE SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 11 AND THE WEST HALF OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

- LEGEND**
- SECTION CORNER TIE
 - ADJOINING PROPERTY
 - PRIVATE ROAD RIGHT OF WAY LINES/PUBLIC UTILITY EASEMENT
 - EASEMENT LINES
 - ROAD CENTER LINE
 - LOT LINES
 - SUBDIVISION BOUNDARY LINE
 - SECTION LINE
 - SUBDIVISION CORNER (SET REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL GROUP")
 - DEDICATED TO NORTH SALT LAKE CITY
 - WATERLINE EASEMENT
 - FOUND BRASS CAP MONUMENT (RING & LID)
 - STREET MONUMENT (TO BE SET)
 - POINT OF BEGINNING
 - PARCEL C AREA DEDICATED TO NORTH SALT LAKE CITY



SURVEYOR'S CERTIFICATE

I, MICHAEL D. HOFFMAN hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 316831, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots hereafter to be known as EAGLEWOOD VILLAGE SUBDIVISION and that same has been correctly surveyed and staked on the ground as shown on this plat.

EAGLEWOOD VILLAGE SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

BEGINNING AT POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF EAST EAGLE RIDGE DRIVE, AS MONUMENTED, SAID POINT BEING NORTH 07°07'13" WEST ALONG THE SECTION LINE 932.04 FEET AND WEST 593.62 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING (2) COURSES: (1) EASTERLY ALONG THE ARC OF A 290.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°55'11" A DISTANCE OF 196.99 FEET (CHORD BEARS NORTH 88°12'26" EAST 193.22 FEET); (2) NORTH 68°44'51" EAST 68.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 67.46 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°47'39" A DISTANCE OF 40.97 FEET (CHORD BEARS NORTH 86°08'40" EAST 40.34 FEET) TO A POINT ON THE ARC OF A 41.17 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°36'30" A DISTANCE 32.05 FEET (CHORD BEARS NORTH 54°09'35" EAST 31.25 FEET) TO A POINT ON THE EXTENSION OF SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89°16'09" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND LINE EXTENDED 75.34 FEET TO A POINT ON THE ARC OF A 121.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°14'46" A DISTANCE OF 266.76 FEET (CHORD BEARS NORTH 71°22'55" EAST 255.81 FEET); (3) SOUTH 79°59'41" EAST 517.66 FEET TO A POINT OF CURVATURE; (4) SOUTHEASTERLY ALONG THE ARC OF SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING ON THE ARC OF A 333.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING (7) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF SAID 333.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 12°01'31" A DISTANCE OF 69.89 FEET (CHORD BEARS NORTH 48°46'18" EAST 69.76 FEET) TO A POINT OF REVERSE CURVATURE; (2) NORTHEASTERLY ALONG THE ARC OF A 267.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 57°14'46" A DISTANCE OF 266.76 FEET (CHORD BEARS NORTH 71°22'55" EAST 255.81 FEET); (3) SOUTH 79°59'41" EAST 517.66 FEET TO A POINT OF CURVATURE; (4) SOUTHEASTERLY ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°45'00" A DISTANCE OF 169.13 FEET (CHORD BEARS SOUTH 69°37'11" EAST 168.20 FEET); (5) SOUTH 59°14'41" EAST 413.32 FEET TO A POINT OF CURVATURE; (6) SOUTHEASTERLY ALONG THE ARC OF A 424.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°48'40" A DISTANCE OF 257.61 FEET (CHORD BEARS SOUTH 41°50'21" EAST 253.67 FEET) TO A POINT OF COMPOUND CURVATURE; (7) SOUTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 84°50'54" A DISTANCE OF 29.62 FEET (CHORD BEARS SOUTH 17°59'26" WEST 26.98 FEET); THENCE SOUTH 60°24'53" WEST 141.72 FEET; THENCE SOUTH 29°35'07" EAST 50.00 FEET TO A POINT ON THE NORTH LINE OF EAGLEPOINT ENTRY SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE SOUTH 60°24'53" WEST ALONG SAID NORTH LINE 14.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING (2) COURSES: (1) SOUTH 01°52'57" EAST 250.43 FEET; (2) SOUTH 11°55'35" WEST 213.60 FEET TO A POINT ON THE WESTERLY LINE EXTENSION OF EAGLE POINT ESTATES PHASE 1 SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE SOUTH 16°58'10" EAST ALONG SAID WESTERLY LINE AND LINE EXTENDED 437.39 FEET TO THE NORTHWEST CORNER OF LOT 162 OF SAID SUBDIVISION; THENCE ALONG SAID LOT 162 THE FOLLOWING (3) COURSES: (1) NORTH 76°19'21" EAST 121.07 FEET TO A POINT ON THE ARC OF A 1067.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°40'00" A DISTANCE OF 105.53 FEET (CHORD BEARS SOUTH 10°49'41" EAST 105.49 FEET); (3) SOUTH 82°00'19" WEST 120.85 FEET TO A POINT ON SAID WESTERLY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING (4) COURSES: (1) SOUTH 10°57'41" EAST 100.17 FEET; (2) SOUTH 06°47'08" WEST 193.69 FEET; (3) SOUTH 16°00'19" WEST 206.66 FEET; (4) SOUTH 03°45'19" WEST 119.09 FEET TO A POINT ON THE NORTH LINE OF BELLA VIDA AT EAGLEWOOD CONDOMINIUMS PHASE 1, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 70°16'51" WEST ALONG SAID NORTH LINE 374.69 FEET TO A POINT ON THE NORTH LINE OF BELLA VIDA AT EAGLEWOOD CONDOMINIUMS PHASE 2, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 89°58'09" WEST ALONG THE NORTH LINE OF SAID CONDOMINIUMS 210.07 FEET; THENCE SOUTH 78°30'47" WEST 463.87 FEET; THENCE NORTH 18°27'36" WEST 490.01 FEET; THENCE NORTH 13°37'45" WEST 608.86 FEET TO SAID EAST QUARTER CORNER; THENCE SOUTH 00°09'22" WEST 192.95 FEET; THENCE NORTH 89°53'31" EAST 26.43 FEET; THENCE NORTH 89°53'31" EAST 871.86 FEET; THENCE NORTH 00°09'22" WEST 192.95 FEET; THENCE NORTH 89°53'31" EAST 26.43 FEET; THENCE NORTH 12°37'11" EAST 219.19 FEET; THENCE NORTH 70°56'36" WEST 201.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING (10) COURSES: (1) NORTH 12°37'11" EAST 182.41 FEET; (2) NORTH 27°09'02" EAST 280.35 FEET; (3) NORTH 00°06'29" WEST 33.00 FEET; (4) NORTH 27°18'44" EAST 169.89 FEET; (5) NORTH 89°15'22" WEST 36.21 FEET TO A POINT ON THE ARC OF A 245.04 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°18'32" A DISTANCE OF 244.04 FEET (CHORD BEARS NORTH 12°57'44" EAST 243.98 FEET); (7) NORTH 17°59'21" EAST 160.99; (8) NORTH 23°00'19" EAST 161.89 FEET; (9) NORTH 66°59'41" WEST 20.00 FEET; (10) NORTH 23°00'19" EAST 218.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,142,286 SQ. FT. OR 95.093 ACRES (6 LOTS, 3 NORTH SALT LAKE PARCELS, 3 PRIVATE ROADS)

SURVEYOR'S STAMP/SIGNATURE

FOR REVIEW ONLY

OWNER'S DEDICATION

Know all men by these presents that the undersigned owner of the above described tract of land having caused same to be developed as a subdivision as shown hereon and hereafter to be known as "Eaglewood Village Subdivision" do hereby dedicate, transfer and convey (a) to North Salt Lake City and other public utilities service providers for perpetual use, all areas shown as Public Utility Easements (P.U.E.'s) for the installation, operation, and maintenance of any and all utilities necessary to serve this area and adjoining areas, together with the pipelines, lines, and other utilities systems applicable to the City and/or other respective public utilities service providers which are constructed upon and existing within such P.U.E.s, and (b) to the City, title to those areas shown as Parcel A, Parcel B, and Parcel C together with ownership in and to the storm water pipelines and other storm water improvements (the "Pipelines and Detention Basins") constructed upon and existing within the "Storm Drain Easement Area" (as defined in the Storm Water Drainage Easement Agreement between the undersigned and the City, recorded with the Davis County Recorder's office on July 10, 2009 as Entry No. 2466593). In witness whereof we have hereunto set our hand this ____ day of _____, 20__.

EAGLEWOOD VILLAGE SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 11 AND THE WEST HALF OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

Entry No. _____ Fee Paid _____
Filed for Record and Recorded this _____ day of _____, 20____
at _____ in Book _____ Page _____ of official Records.

Davis County Recorder

SEE SHEET 2 OF 2

CORPORATE ACKNOWLEDGEMENT

On this _____ day of _____, 20____, personally appeared before me, _____, and who being by me duly sworn, did say that he/she the Vice President of _____ which corporation is the manager of _____ the limited company that executed the above foregoing instrument and that said instrument was signed by him by authority of its by-laws, (or by authority of a resolution of its board of directors, as the case may be) in behalf of said corporation in its capacity of manager of said limited liability company.

Notary Public: _____
Residence: _____
My Commission Expires: _____

ACKNOWLEDGMENT

On the _____ day of _____, A.D., 20____, personally appeared before me, the undersigned notary public, _____, signer of the foregoing Consent to Record who fully acknowledged to me that he/she is the Vice President of _____ a National Association, and that he/she signed it on behalf of said Association freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public: _____
Residence: _____
My Commission Expires: _____

- NOTES:**
- ALL COORDINATES ARE BASED ON DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
 - APPROVAL OF THIS DEVELOPMENT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITIONS NOR THE LOCATION OF DEPTH OF GROUNDWATER TABLES.
 - ALL LOTS ARE RESTRICTED AND GOVERNED ACCORDING TO THE SECTION 1.4.3.12.2.3 OF THE NORTH SALT LAKE CITY LAND USE DEVELOPMENT & MANAGEMENT ACT.

SHEET 1 OF 2

PREPARED BY:

McNEIL GROUP

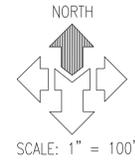
Designing for the Future Since 1983

6895 SOUTH 900 EAST MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-8071
E-MAIL info@mcneilgroup.com WEB SITE AT www.mcneil-group.com

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EAGLEWOOD VILLAGE SUBDIVISION

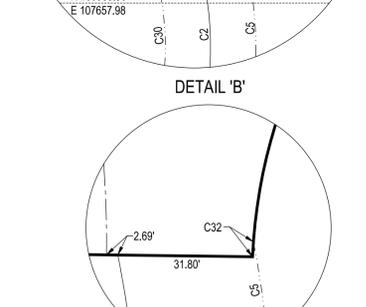
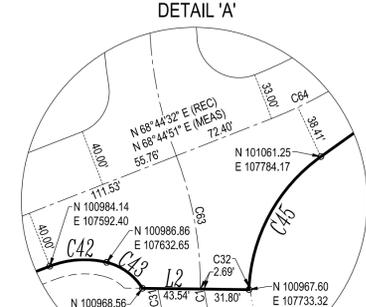
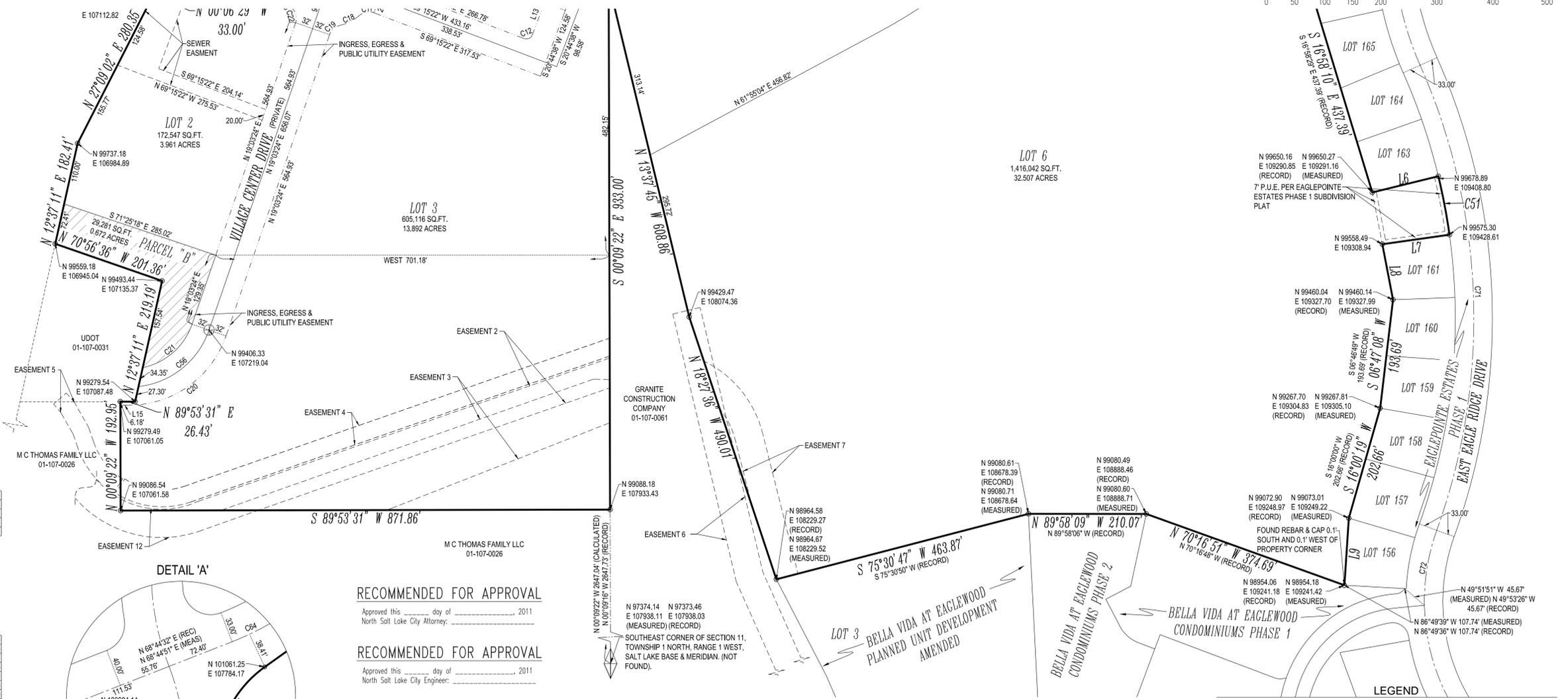
LOCATED IN THE EAST HALF OF SECTION 11 AND THE WEST HALF OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH



SEE SHEET 1 OF 2

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING
C1	818.53	2.68	0°11'15"	2.68 N11°02'45"W
C2	225.78	85.29	21°38'37"	84.78 N07°07'50"W
C3	708.33	48.26	03°54'14"	48.25 S29°50'06"W
C4	740.33	50.44	03°54'14"	50.43 S29°50'06"W
C5	257.78	97.03	21°33'56"	96.46 N07°05'29"W
C6	564.95	208.01	21°05'44"	206.84 N21°14'21"E
C7	676.33	267.38	22°39'05"	265.64 S16°33'28"W
C8	1032.00	249.01	17°49'30"	248.41 N17°08'39"E
C9	25.00	25.30	57°58'44"	24.23 S09°55'58"E
C10	82.50	45.13	31°02'41"	44.57 N21°15'20"W
C11	25.00	26.91	61°40'43"	25.63 S38°25'01"E
C12	11.25	17.67	90°00'00"	15.91 N69°44'38"E
C13	368.50	337.01	52°23'57"	325.39 S48°56'37"W
C14	664.00	446.31	38°30'42"	437.96 N36°30'34"E
C15	703.50	686.31	55°53'46"	659.42 N49°11'43"E
C16	329.00	300.88	52°23'57"	290.51 S48°56'37"W
C17	25.00	26.91	61°40'43"	25.63 S38°25'01"E
C18	82.50	40.27	27°58'12"	39.88 N63°03'01"E
C19	25.00	25.30	57°58'44"	24.23 S48°02'45"E
C20	182.00	225.35	20°56'36"	211.23 N54°31'42"E
C21	118.00	122.26	59°21'47"	116.86 N48°44'17"E
C22	25.00	25.30	57°58'44"	24.23 N09°55'58"W
C23	82.50	28.42	19°44'08"	28.28 S29°03'16"E
C24	25.00	21.85	50°04'10"	21.16 N82°15'20"W
C25	82.50	23.56	16°21'30"	23.48 S88°21'18"W
C26	25.00	25.30	57°58'44"	24.23 N48°02'45"E
C27	968.00	233.57	15°49'30"	233.00 N17°08'39"E
C28	740.33	292.68	22°39'05"	290.78 S16°33'28"W
C29	500.95	184.44	21°05'44"	183.40 N21°14'21"E
C30	193.78	73.20	21°38'37"	72.71 N07°07'50"W
C31	788.53	9.31	02°04'03"	9.31 N11°12'28"E
C32	121.00	3.52	01°39'57"	3.52 N03°12'32"E
C33	25.00	21.85	50°04'10"	21.16 N44°15'17"W
C34	676.33	46.08	03°54'14"	46.07 S29°50'06"W
C35	664.00	7.96	02°41'11"	7.96 N66°43'01"E
C36	664.00	74.15	06°23'53"	74.11 N61°47'04"E
C37	664.00	71.70	06°11'15"	71.66 N10°02'59"E
C38	290.00	147.42	29°07'34"	145.84 N81°18'38"E
C39	290.00	49.57	09°47'37"	49.51 S77°13'47"E
C40	127.50	187.24	84°08'22"	170.86 S27°11'08"E
C41	717.50	89.30	7°07'51"	89.24 S18°27'02"W
C42	67.46	40.97	34°47'39"	40.34 S86°08'40"W
C43	41.17	32.05	44°36'30"	31.25 S54°09'39"E
C44	290.00	196.99	38°51'11"	193.23 N89°12'26"E
C45	121.00	110.36	52°15'10"	106.57 N29°30'17"E
C46	333.00	69.89	12°01'31"	69.76 N48°46'18"E
C47	267.00	266.77	57°14'46"	255.81 N71°22'56"E
C48	467.00	169.13	20°45'00"	168.20 S69°37'11"E
C49	424.00	257.61	34°48'40"	253.67 S41°50'21"E
C50	20.00	29.62	84°50'54"	26.98 S17°59'26"W
C51	1007.00	105.53	02°40'00"	105.49 S19°49'41"E
C52	3245.04	244.04	04°18'50"	243.98 N12°52'42"E
C53	532.95	196.23	21°05'44"	195.12 N21°14'21"E
C54	708.33	280.03	22°39'05"	278.21 S16°33'28"W
C55	1000.00	241.29	15°49'30"	241.71 N17°08'39"E
C56	150.00	169.52	64°45'07"	160.64 N51°25'55"E
C57	308.00	79.97	14°52'37"	79.75 S29°10'57"W
C58	308.00	201.70	37°31'20"	198.12 S47°22'58"W
C59	724.50	390.90	39°54'50"	386.18 N57°41'01"E
C60	127.50	38.60	17°20'39"	38.45 N00°31'18"E
C61	1100.00	751.27	39°07'54"	736.76 N47°21'08"E
C62	3240.04	158.50	02°48'10"	158.48 S12°33'10"W
C63	250.00	95.92	21°59'00"	95.33 N107°15'19"W
C64	300.00	136.07	29°59'18"	134.91 N69°45'11"E
C65	250.00	196.13	44°57'01"	193.14 S88°46'39"E
C66	300.00	299.74	57°14'46"	287.43 S71°22'56"W
C67	500.00	181.08	20°45'00"	180.09 N69°37'11"W
C68	457.00	318.28	39°54'14"	311.89 N39°17'34"W
C69	457.00	185.35	23°14'15"	184.08 N07°14'50"E
C70	550.00	345.00	35°56'24"	339.37 S06°06'13"E
C71	1100.00	845.18	44°01'23"	824.54 N02°03'44"W
C72	368.75	135.39	21°34'15"	134.63 S09°23'32"W
C73	457.00	63.57	07°58'11"	63.52 N19°21'22"W

EASEMENT TABLE				
NO.	EASEMENT TYPE	ENTRY #	BOOK	PAGE
1	WATER LINE EASEMENT	1720626	2963	1391
2	GAS TRANSMISSION EASEMENT	1013836	1575	62
3	GAS TRANSMISSION EASEMENT	2517143	4983	438-442
4	30" GAS LINE EASEMENT	1577011	2619	87
5	30" GAS LINE EASEMENT	1577012	2619	89
6	5" MOUNTAIN FUEL SUPPLY COMPANY EASEMENT	955639	1464	905
7	GAS TRANSMISSION EASEMENT	2407122	4665	575-577
8	20" STORM DRAIN EASEMENT	1484657	2442	613
9	20" STORM DRAIN EASEMENT	1529713	2528	439
10	STORM WATER DRAINAGE EASEMENT	2466693	4815	1351
11	DNST EASEMENT	1650465	2728	347
12	GAS TRANSMISSION EASEMENT	1013835	1575	61



RECOMMENDED FOR APPROVAL
Approved this _____ day of _____, 2011
North Salt Lake City Attorney: _____

RECOMMENDED FOR APPROVAL
Approved this _____ day of _____, 2011
North Salt Lake City Engineer: _____

RECOMMENDED FOR APPROVAL
Approved this _____ day of _____, 2011
by the Planning Commission of North Salt Lake City.

Chairman: _____

CONSENT TO RECORD

Know all men by these presents that we the undersigned trustee and beneficiary under that certain deed of trust encumbering the tract of land described hereon, which deed of trust dated _____, 20____, and recorded in the official records of Davis County, Utah, do hereby consent to the recordation of this plat of "EAGLEWOOD VILLAGE SUBDIVISION" for the uses and purposes described hereon.

In witness whereof, we have hereunto set our hand this _____ day of _____, 20____.

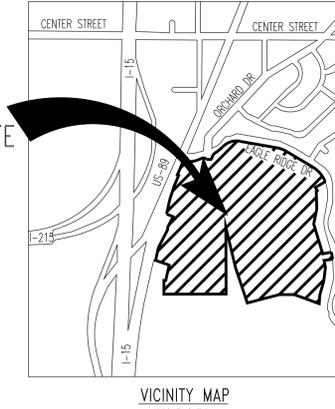
Vice President _____

CITY COUNCIL APPROVAL

Presented to the City Council of North Salt Lake City, Utah, this _____ day of _____, 2011 at which time this subdivision was approved and accepted.

City Recorder Attest: _____

Mayor: _____



LINE TABLE					
LINE	BEARING	DISTANCE	BEARING	DISTANCE	RECORD
L1	N68°44'51"E	68.62			
L2	S89°16'03"E	75.34			
L3	S60°24'53"W	141.72	S60°24'54"W	141.72	
L4	S29°35'07"E	50.00	S29°35'28"E	50.00	
L5	S60°24'53"W	15.00	S60°24'54"W	N/A	
L6	N76°19'21"E	121.07	N76°19'22"E	121.07	
L7	S52°00'19"W	120.85	S52°00'00"W	120.85	
L8	S10°07'41"E	100.17	S10°06'00"E	100.17	
L9	S20°45'19"W	119.09	S20°45'00"W	119.09	
L10	N61°05'09"E	78.99			
L11	S69°15'13"E	16.23			
L12	N19°03'24"E	44.73			
L13	N20°44'38"E	61.33			
L14	S72°57'23"E	39.50			
L15	N50°00'00"E	16.19			
L16	N19°03'24"E	44.73			
L17	S20°44'47"W	5.75			
L18	N69°15'13"W	4.08			
L19	N20°44'38"E	14.10			
L20	S69°15'13"E	10.66			
L21	N20°44'47"E	16.10			

- LEGEND**
- SECTION CORNER TIE
 - ADJOINING PROPERTY
 - PRIVATE ROAD RIGHT OF WAY LINES/PUBLIC UTILITY EASEMENT
 - EASEMENT LINES
 - ROAD CENTER LINE
 - LOT LINES
 - SUBDIVISION BOUNDARY LINE
 - SECTION LINE
 - SET REBAR & CAP OR NAIL & WASHER
 - DEDICATED TO NORTH SALT LAKE CITY
 - WATERLINE EASEMENT
 - FOUND BRASS CAP MONUMENT (RING & LID)

PREPARED BY:

McNEIL GROUP

Designing for the Future Since 1983

6885 SOUTH 900 EAST MIDVALE, UTAH 84047
TEL. (801) 255-7700 FAX (801) 255-8071
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LEGEND

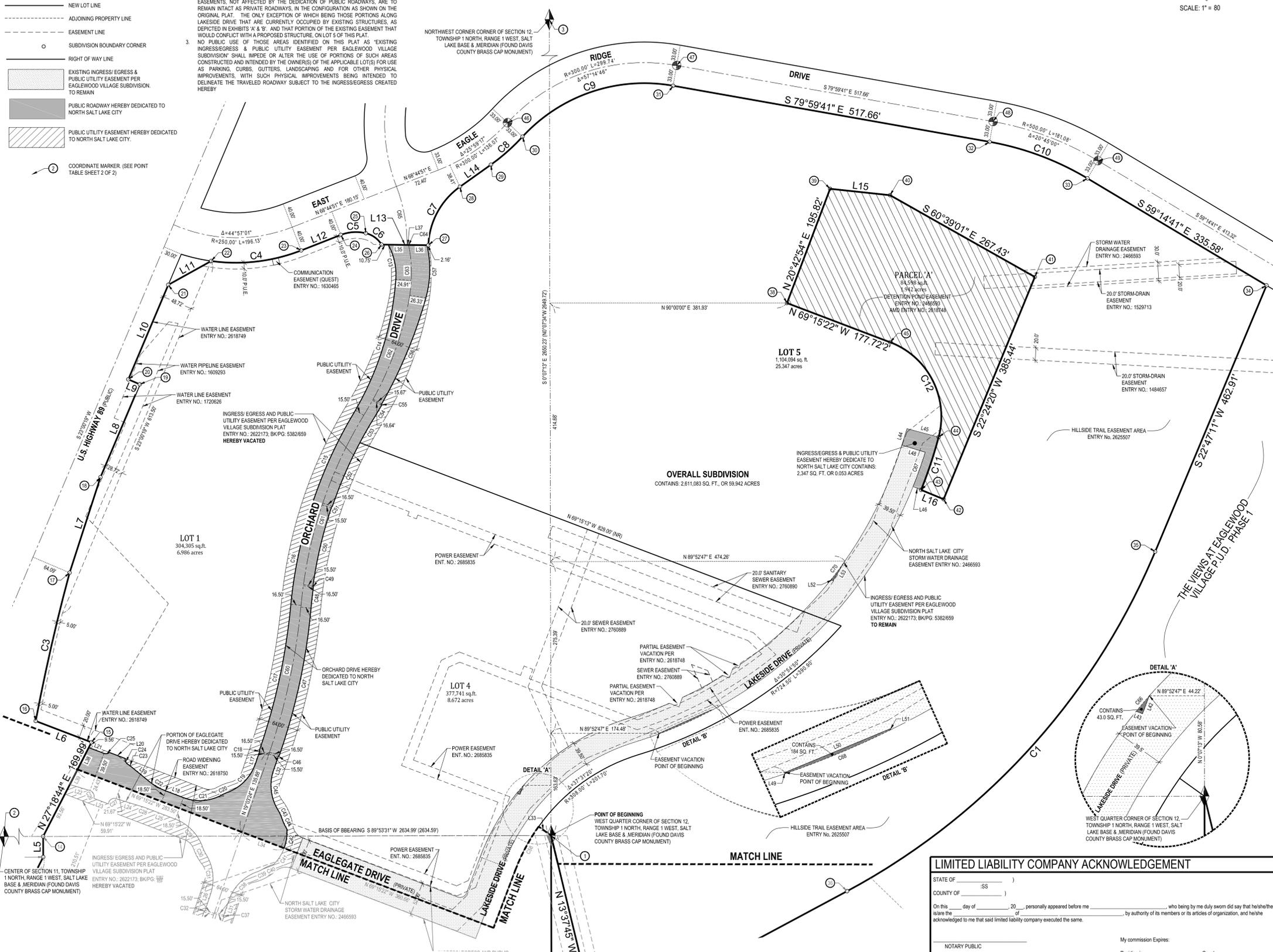
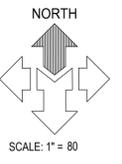
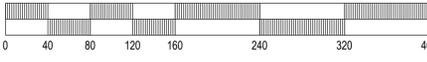
- FOUND SECTION CORNER
FOUND MONUMENT
SUBDIVISION BOUNDARY
SECTION LINE
CENTERLINE
NEW LOT LINE
ADJOINING PROPERTY LINE
EASEMENT LINE
SUBDIVISION BOUNDARY CORNER
RIGHT OF WAY LINE
EXISTING INGRESS/EGRESS & PUBLIC UTILITY EASEMENT PER EAGLEWOOD VILLAGE SUBDIVISION TO REMAIN
PUBLIC ROADWAY HEREBY DEDICATED TO NORTH SALT LAKE CITY
PUBLIC UTILITY EASEMENT HEREBY DEDICATED TO NORTH SALT LAKE CITY
COORDINATE MARKER (SEE POINT TABLE SHEET # OF 2)

EASEMENT NOTES:

- 1. BY THIS PLAT, PORTIONS OF THE EXISTING INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, ALONG ORCHARD DRIVE AND EAGLEWOOD DRIVE, ARE HEREBY VACATED AND RE-DEDICATED TO THE CITY AS A PUBLIC RIGHT-OF-WAY...
2. THOSE PORTIONS OF THE EXISTING INGRESS/EGRESS EASEMENT AND PUBLIC UTILITY EASEMENTS, NOT AFFECTED BY THE DEDICATION OF PUBLIC ROADWAYS, ARE TO REMAIN INTACT AS PRIVATE ROADWAYS...
3. NO PUBLIC USE OF THOSE AREAS IDENTIFIED ON THIS PLAT AS 'EXISTING INGRESS/EGRESS & PUBLIC UTILITY EASEMENT PER EAGLEWOOD VILLAGE SUBDIVISION' SHALL IMPEDE OR ALTER THE USE OF PORTIONS OF SUCH AREAS CONSTRUCTED AND INTENDED BY THE OWNER(S) OF THE APPLICABLE LOT(S) FOR USE AS PARKING, CURBS, GUTTERS, LANDSCAPING AND FOR OTHER PHYSICAL IMPROVEMENTS...

EAGLEWOOD VILLAGE SUBDIVISION (AMENDED)

VACATING, AMENDING AND RE-SUBDIVIDING LOTS 1, 2, 3, 4, & 5, EAGLEWOOD VILLAGE SUBDIVISION
LOCATED IN THE EAST HALF (E 1/2) OF SECTION 11 AND THE WEST HALF (W 1/2) OF SECTION 12
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 6135190, as prescribed under the laws of the State of Utah...
EAGLEWOOD VILLAGE SUBDIVISION (AMENDED)
and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST HALF OF SECTION 11 AND THE WEST HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID PARCEL BEING ALL OF LOTS 1, 2, 3, 4, AND 5, EAGLEWOOD VILLAGE SUBDIVISION, RECORDED IN BOOK 5382, AT PAGE 659, OF OFFICIAL RECORDS, LOCATED IN NORTH SALT LAKE CITY, COUNTY OF DAVIS, STATE OF UTAH. SAID BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A REBAR AND CAP MARKING THE QUARTER CORNER COMMON TO SAID SECTION 11 AND 12; AND RUNNING THENCE SOUTH 0°09'22" EAST, A DISTANCE OF 933.00 FEET; THENCE SOUTH 89°53'31" WEST, A DISTANCE OF 871.86 FEET; THENCE NORTH 0°09'22" WEST, A DISTANCE OF 192.36 FEET; THENCE NORTH 89°53'31" EAST, A DISTANCE OF 26.43 FEET; THENCE NORTH 12°37'11" EAST, A DISTANCE OF 61.66 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 115.00 FEET, THROUGH A CENTRAL ANGLE OF 69°21'47", A DISTANCE OF 122.26 FEET; THE LONG CHORD OF WHICH BEARS NORTH 48°44'17" EAST, A DISTANCE OF 116.86 FEET; THENCE NORTH 19°03'24" EAST, A DISTANCE OF 129.35 FEET; THENCE NORTH 71°25'18" WEST, A DISTANCE OF 285.02 FEET; THENCE NORTH 12°37'11" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 27°09'02" EAST, A DISTANCE OF 280.35 FEET; THENCE NORTH 0°06'29" WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 27°18'44" EAST, A DISTANCE OF 169.99 FEET; THENCE NORTH 69°15'22" WEST, A DISTANCE OF 96.21 FEET; THENCE SOUTH 89°10'09" EAST, A DISTANCE OF 75.34 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.000, THROUGH A CENTRAL ANGLE OF 52°15'16", A DISTANCE OF 110.35 FEET; THENCE NORTH 17°59'21" EAST, A DISTANCE OF 161.10 FEET; THENCE NORTH 23°00'19" EAST, A DISTANCE OF 161.79 FEET; THENCE NORTH 66°59'41" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 23°00'19" EAST, A DISTANCE OF 164.71 FEET; THENCE NORTH 61°05'09" EAST, A DISTANCE OF 76.99 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00, THROUGH A CENTRAL ANGLE OF 29°01'05", A DISTANCE OF 145.46 FEET; THE LONG CHORD OF WHICH BEARS NORTH 83°49'25.95 EAST, A DISTANCE OF 145.980 FEET; THENCE NORTH 68°44'35" EAST, A DISTANCE OF 68.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 67.46, THROUGH A CENTRAL ANGLE OF 34°49'11.21", A DISTANCE OF 41.00 FEET; THE LONG CHORD OF WHICH BEARS NORTH 86°08'55" EAST, A DISTANCE OF 40.369 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 117.17, THROUGH A CENTRAL ANGLE OF 44°34'50", A DISTANCE OF 23.03 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 54°08'04" EAST, A DISTANCE OF 31.23 FEET; THENCE SOUTH 89°10'09" EAST, A DISTANCE OF 75.34 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.000, THROUGH A CENTRAL ANGLE OF 52°15'16", A DISTANCE OF 110.35 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 333.00, THROUGH A CENTRAL ANGLE OF 11°43'05", A DISTANCE OF 67.99 FEET; THE LONG CHORD OF WHICH BEARS NORTH 48°37'05" EAST, A DISTANCE OF 67.99 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 207.000, THROUGH A CENTRAL ANGLE OF 57°14'46", A DISTANCE OF 286.77 FEET; THE LONG CHORD OF WHICH BEARS NORTH 71°22'58" EAST, A DISTANCE OF 255.81 FEET; THENCE SOUTH 79°59'41" EAST, A DISTANCE OF 517.66 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 467.00, THROUGH A CENTRAL ANGLE OF 20°45'00", A DISTANCE OF 169.13 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 69°37'11" EAST, A DISTANCE OF 168.20 FEET; THENCE SOUTH 59°14'41" EAST, A DISTANCE OF 335.58 FEET; THENCE SOUTH 22°47'11" WEST, A DISTANCE OF 462.91 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 110.00, THROUGH A CENTRAL ANGLE OF 39°07'44", A DISTANCE OF 75.27 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 42°21'08" WEST, A DISTANCE OF 736.76 FEET; THENCE SOUTH 61°55'04" WEST, A DISTANCE OF 456.52 FEET; THENCE NORTH 13°37'45" WEST, A DISTANCE OF 313.14 FEET, TO THE POINT OF BEGINNING.

OWNER'S PUBLIC DEDICATION

Know all men by these presents that we the undersigned owner of the above described tract of land having caused same to be subdivided into lots and streets to hereafter to be known as "EAGLEWOOD VILLAGE SUBDIVISION (AMENDED)"
do hereby dedicate for perpetual use of the public all parcel of land shown on this plat as intended for public use and do warrant, defend, and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, operation, and maintenance of the streets and so further dedicate the easements as shown for the use by all suppliers of utilities or other necessary services.

LIMITED LIABILITY ACKNOWLEDGMENT

ON THIS DAY OF 20, PERSONALLY APPEARED BEFORE ME WHO BEING BY ME DULY SWORN TO SAY THAT HE/SHE/THEY IS/ARE THE MEMBER(S) OR ITS ARTICLES OF ORGANIZATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

CONSENT TO DEDICATE

Know all men by these presents that we the undersigned trustee and beneficiary under the certain deeds of trust encumbering this tract of land described herein, which deeds of trust dated and recorded in the official records of Davis County, Utah, on as Entry Nos. and do hereby consent to the dedication for the perpetual use of the public all portions of the tract of land shown on this plat of Eaglewood Village P.U.D. PHASE 1 as being dedicated for public use, and do hereby subordinate its interest in and to the land included within the dedication to the public use forever.

GENERAL NOTES:

- 1. THE BASIS OF BEARING FOR THIS PLAT IS NORTH 89°53'31" EAST, ALONG THE EAST-WEST CENTER QUARTER LINE OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS DEFINED BY THE FOUND DAVIS COUNTY MONUMENTS MARKING THE CENTER OF SECTION AND THE QUARTER CORNER COMMON TO SECTION 11 & 12, AS SHOWN ON THE FACE OF THE PLAT.
2. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESES INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLANS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
3. PROPERTY CORNERS NOT FOUND WERE MONUMENTED WITH A 5/8" REBAR AND RED NYLON CAP STAMPED "M&EIL ENG.", OR A NAIL & WASHER BEARING THE SAME INSIGNIA, UNLESS OTHERWISE NOTED HEREON.
4. THE BOUNDS OF THIS SUBDIVISION WAS ESTABLISHED BASED UPON THE OFFICIAL PLAT OF EAGLEWOOD VILLAGE SUBDIVISION, RECORDED IN BOOK 5382, AT PAGE 659 OF PLATS, ON FILE WITH THE DAVIS COUNTY RECORDER.
5. AN ALTA SURVEY AND TITLE SURVEY WAS PREPARED AND FILED PRIOR TO PREPARATION OF THIS PLAT PER STATE CODE 17-23-17 AND IS ON FILE WITH THE DAVIS COUNTY SURVEYOR'S OFFICE AS FILE NO. 5245-A SURVEY PREPARED BY MANEIL ENGINEERING DATED 10/18/07, AND CERTIFIED BY MICHAEL HOFFMAN.
6. LOT LINES INTERSECTING WITH ARCS ARE RADIAL TO THE CURVE UNLESS FOLLOWED WITH "NRY" INDICATING A NON-RADIAL LINE.
7. EXISTING EASEMENTS SHOWN ON THIS PLAT ARE BASED UPON THE EASEMENTS NOTED ON THE OFFICIAL PLAT OF EAGLEWOOD VILLAGE SUBDIVISION.
8. ALL COORDINATES SHOWN ARE BASED ON DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
9. APPROVAL OF THIS PLAT BY DEVELOPMENT PLAN BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE AND REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITION NOT THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
10. PARCELS 'A' IS AN EXISTING DETENTION POND UNDER THE OWNERSHIP OF NORTH SALT LAKE CITY AND IS NOT PART OF THIS PLAT.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF SS
COUNTY OF SS
On this day of 20, personally appeared before me who being by me duly sworn did say that he/she/they is/are the member(s) of the company, and he/she acknowledged to me that said limited liability company executed the same.

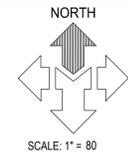
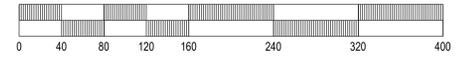
McNEIL ENGINEERING
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E-Mail: info@mcneileng.com WEB SITE: www.mcneil-group.com

Table with 5 columns: RECOMMEND FOR APPROVAL, CITY COUNCIL APPROVAL, DAVIS COUNTY RECORDER, SHEET 1 OF 2.

EAGLEWOOD VILLAGE SUBDIVISION (AMENDED)
VACATING, AMENDING AND RE-SUBDIVIDING LOTS 1, 2, 3, 4, & 5, EAGLEWOOD VILLAGE SUBDIVISION
LOCATED IN THE WEST HALF (W 1/2) OF SECTION 11 AND THE EAST HALF (E 1/2) OF SECTION 12
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

EAGLEWOOD VILLAGE SUBDIVISION (AMENDED)

A SUBDIVISION OF REMAINDER LOT 6, THE VIEWS AT EAGLEWOOD P.U.D. PHASE 1
 LOCATED IN THE WEST HALF OF SECTION 12,
 TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH



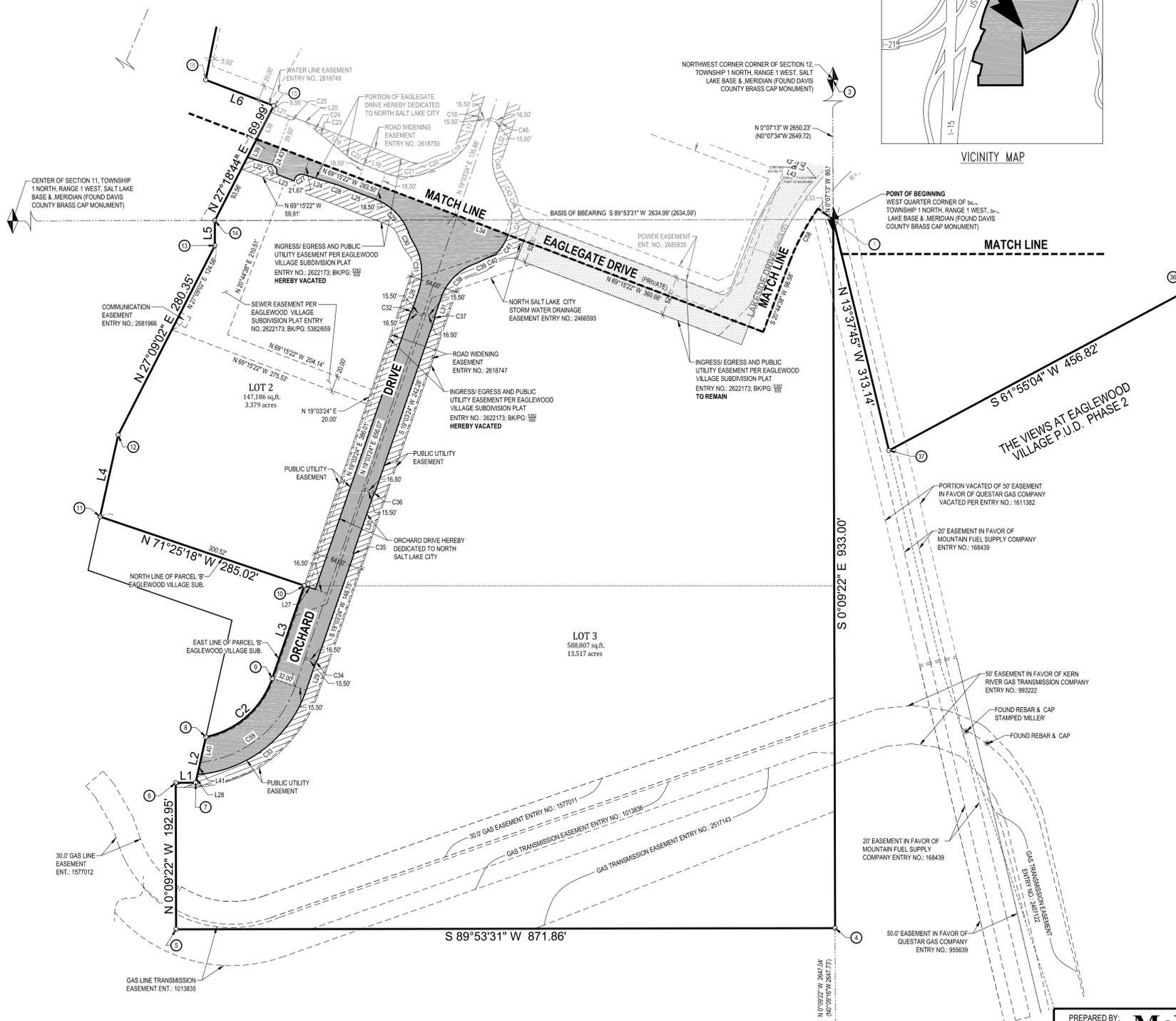
SCALE: 1" = 80'



VICINITY MAP

LEGEND

- FOUND SECTION CORNER
- FOUND MONUMENT
- SUBDIVISION BOUNDARY
- SECTION LINE
- CENTERLINE
- NEW LOT LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- SUBDIVISION BOUNDARY CORNER
- RIGHT OF WAY LINE
- EXISTING INGRESS/EGRESS & PUBLIC UTILITY EASEMENT PER EAGLEWOOD VILLAGE SUBDIVISION PLAT TO REMAIN
- PUBLIC ROADWAY HEREBY DEDICATED TO NORTH SALT LAKE CITY
- PUBLIC UTILITY EASEMENT HEREBY DEDICATED TO NORTH SALT LAKE CITY
- COORDINATE MARKER (SEE POINT TABLE SHEET 2 OF 2)



POINT #	NORTHING	EASTING
1	100021.18	107930.90
2	100018.21	105295.91
3	102671.40	107925.33
4	99088.18	107933.44
5	99086.54	107061.58
6	99279.49	107061.05
7	99279.54	107087.48
8	99339.70	107100.95
9	99416.77	107188.80
10	99539.03	107231.03
11	99629.84	106960.86
12	99737.18	106984.90
13	99986.64	107112.83
14	10019.64	107112.77
15	100170.68	107190.76
16	100294.75	107100.79
17	10042.51	107155.52
18	100595.74	107205.27
19	100744.66	107268.50
20	100752.48	107250.09
21	100904.08	107314.46
22	100942.28	107383.61
23	100959.28	107528.49
24	100984.14	107592.40
25	100986.85	107632.67
26	100988.56	107657.99
27	100967.60	107733.32
28	101081.25	107784.18
29	101096.66	107834.07
30	101141.61	107885.08
31	101223.28	108127.50
32	101133.34	108637.29
33	101074.76	108794.96
34	100903.16	109083.35
35	100476.38	108904.06
36	99931.90	108407.72
37	99716.86	108004.68
38	100874.87	108311.04
39	101058.03	108380.30
40	101047.80	108477.01
41	100916.72	108710.12
42	100580.38	108563.20
43	100575.29	108527.05
44	100659.94	108655.30
45	100811.92	108477.24
46	101164.01	107960.85
47	101255.77	108133.23
48	101165.84	108643.02
49	101103.12	108811.84
50	100891.76	109167.03

LINE #	DIRECTION	LENGTH
L1	N 89°53'31" E	26.43'
L2	N 12°37'11" E	61.66'
L3	N 19°03'24" E	128.35'
L4	N 12°37'11" E	110.00'
L5	N 00°06'29" W	33.00'
L6	N 69°15'22" W	96.21'
L7	N 17°59'21" E	161.10'
L8	N 23°00'19" E	161.79'
L9	N 66°59'41" W	20.00'
L10	N 23°00'19" E	164.71'
L11	N 61°05'09" E	78.99'
L12	N 68°44'35" E	68.57'
L13	N 89°16'09" E	75.34'
L14	N 54°37'50" E	61.18'
L15	S 83°57'38" E	97.25'
L16	N 67°35'40" W	38.10'
L17	N 19°03'24" E	20.20'
L18	S 69°15'22" E	30.51'
L19	S 50°45'11" E	33.59'
L20	S 69°15'22" E	27.02'
L21	S 69°15'22" E	26.10'
L22	N 73°29'40" W	33.83'
L23	N 69°15'22" W	25.41'
L24	N 73°04'13" W	44.37'
L25	N 69°15'22" W	50.00'
L26	N 19°03'24" E	27.27'
L27	S 71°25'18" E	15.50'
L28	S 12°37'11" W	11.01'
L29	S 19°03'24" W	38.03'
L30	S 19°03'24" W	81.92'
L31	S 19°03'24" W	24.96'
L32	S 19°03'24" W	22.51'
L33	N 54°22'45" W	24.59'
L34	N 69°15'22" W	72.50'
L35	S 89°16'09" E	30.10'
L36	S 89°16'09" E	29.64'
L37	S 89°16'09" E	2.69'
L38	S 27°18'44" W	39.76'
L39	S 27°18'44" W	27.11'
L40	S 12°37'11" W	34.36'
L41	S 12°37'11" W	16.29'
L42	S 20°44'47" W	15.40'
L43	N 69°15'13" W	5.54'
L44	N 17°15'13" E	27.46'
L45	S 75°06'50" E	52.94'
L46	N 67°35'40" W	14.00'
L48	N 72°51'23" W	39.50'
L49	N 20°20'08" W	1.00'
L50	N 65°59'58" E	91.87'
L51	S 27°40'10" E	1.00'
L52	S 58°47'17" E	3.60'
L53	N 31°12'43" E	36.63'

CURVE #	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1100.00'	751.27'	39°07'54"	S42°21'08"W	736.76'
C2	118.00'	122.26'	59°21'47"	N48°44'17"E	116.86'
C3	3245.04'	244.04'	4°18'32"	N12°57'44"E	243.98'
C4	290.00'	147.46'	29°08'05"	N63°18'23"E	145.88'
C5	67.46'	41.00'	34°49'11"	N86°06'55"E	40.37'
C6	41.17'	32.03'	44°34'50"	S54°06'44"E	31.23'
C7	121.00'	110.35'	52°15'16"	N28°30'12"E	106.57'
C8	333.00'	68.10'	11°43'05"	N48°37'05"E	67.99'
C9	267.00'	266.77'	57°14'46"	N71°22'56"E	255.81'
C10	467.00'	169.13'	20°45'00"	S69°37'11"E	168.20'
C11	717.50'	89.30'	7°07'51"	N18°27'02"E	89.24'
C12	127.50'	187.24'	84°08'25"	N27°11'08"W	170.86'
C13	100.00'	57.85'	33°08'45"	N12°24'54"W	57.05'
C14	485.42'	221.53'	26°08'53"	N17°13'55"E	219.61'
C15	723.91'	184.95'	14°38'18"	N24°06'04"E	184.45'
C16	724.83'	146.01'	11°32'31"	N11°23'51"E	145.77'
C17	983.50'	240.50'	14°00'39"	N12°14'13"E	239.90'
C18	2.50'	2.32'	53°18'42"	N7°34'57"W	2.24'
C19	74.50'	66.10'	50°50'00"	N44°28'24"E	63.95'
C20	68.00'	9.98'	8°24'20"	N65°41'13"E	9.97'
C21	74.50'	64.05'	49°15'35"	N86°06'50"E	62.10'
C22	99.50'	32.13'	18°30'12"	S60°00'16"E	31.99'
C23	100.50'	9.11'	5°11'34"	S53°20'57"E	9.11'
C24	9.50'	10.65'	64°15'30"	S23°48'59"E	10.10'
C25	9.50'	9.66'	58°14'35"	N81°37'20"E	9.25'
C26	9.50'	15.63'	84°14'18"	N26°22'31"W	13.82'
C27	9.50'	17.02'	102°38'03"	S55°10'39"W	14.83'
C28	99.50'	6.62'	3°48'51"	N71°09'47"W	6.62'
C29	74.50'	64.05'	49°15'35"	N44°28'24"E	62.10'
C30	68.00'	13.98'	11°46'49"	N25°53'12"W	13.96'
C31	74.50'	66.10'	50°50'00"	N66°21'38"W	63.95'
C32	4.50'	3.06'	38°56'33"	N38°31'40"E	3.00'
C33	165.50'	192.29'	66°34'09"	S52°20'28"W	181.65'
C34	4.50'	3.06'	38°56'33"	S38°31'40"W	3.00'
C35	2.50'	2.32'	53°07'48"	S7°30'31"E	2.24'
C36	4.50'	3.06'	38°56'33"	S38°31'40"W	3.00'
C37	2.50'	2.32'	53°07'48"	S7°30'31"E	2.24'
C38	74.50'	66.10'	50°50'00"	S44°28'24"W	63.95'
C39	68.00'	11.84'	9°56'45"	S64°54'01"W	11.83'
C40	74.50'	18.23'	14°01'02"	S66°55'09"W	18.18'
C41	72.50'	31.32'	24°45'16"	S33°07'16"W	31.08'
C42	72.50'	31.32'	24°45'16"	S8°22'00"W	31.08'
C43	68.00'	15.85'	13°21'14"	S25°05'59"E	15.81'
C44	74.50'	18.23'	14°01'02"	S25°55'53"E	18.18'
C45	74.50'	66.10'	50°50'00"	S6°23'02"W	33.51'
C46	4.50'	3.06'	38°56'33"	S38°31'40"W	3.00'
C47	988.05'	242.52'	14°03'49"	S12°13'41"W	241.92'
C48	691.83'	33.51'	2°46'52"	S6°23'02"W	33.51'
C49	2.50'	2.32'	53°12'47"	S18°40'08"E	2.24'
C50	692.83'	128.90'	10°39'34"	S13°16'02"W	128.71'
C51	4.50'	3.07'	39°03'36"	S38°07'37"W	3.01'
C52	691.83'	111.36'	9°13'20"	S23°26'35"W	111.24'
C53	691.83'	45.07'	3°43'58"	S29°55'14"W	45.06'
C54	751.50'	24.22'	1°50'49"	S30°51'49"W	24.22'
C55	2.50'	2.31'	53°03'14"	S3°15'38"W	2.23'
C56	750.50'	184.99'	14°07'23"	S22°43'34"W	184.53'
C57	168.78'	85.29'	28°57'20"	S1°11'13"W	84.39'
C58	308.00'	79.97'	14°52'37"	S28°10'57"W	79.75'
C59	150.00'	169.52'	64°45'02"	N51°25'55"E	160.64'
C60	1000.00'	241.29'	13°49'30"	N12°06'39"E	240.71'
C61	708.33'	280.03'	22°39'05"	S16°33'26"W	278.21'
C62	532.95'	196.23'	21°05'44"	N21°14'21"E	195.12'
C63	225.78'	85.29'	21°38'37"	N0°07'50"W	84.78'
C64	818.53'	2.68'	0°11'15"	N11°02'46"W	2.68'
C65	250.00'	95.92'	21°59'00"	N10°15'39"W	95.33'
C66	368.50'	16.37'	2°32'42"	N40°30'50"E	16.37'
C67	703.50'	58.45'	4°45'39"	N19°37'40"E	58.44'
C68	703.50'	92.07'	7°29'54"	N65°59'58"E	92.00'
C70	664.00'	36.82'	3°10'36"	S36°49'15"W	36.81'

SHEET
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OF
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PREPARED BY:

McNEIL ENGINEERING
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DAVIS COUNTY RECORDER

Entry No. _____ Fee Paid _____
 Filed for Record and Recorded this _____ day of _____, 20____
 at _____ in Book _____ Page _____ of Official Records.

Davis County Recorder

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