



ENT 52102:2016 PG 1 of 66  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Jun 09 1:41 pm FEE 147.00 BY SW  
RECORDED FOR LINDON CITY CORPORATION

**WHEN RECORDED, RETURN TO:**

Kirton McConkie  
Attn: Benson Hathaway  
50 E. South Temple  
Salt Lake City, Utah 84111

**MASTER DEVELOPMENT AGREEMENT  
FOR  
ANDERSON FARMS**

THIS MASTER DEVELOPMENT AGREEMENT (MDA) FOR ANDERSON FARMS is made and entered as of the 10<sup>th</sup> day of June, 2016, by and between the Lindon City, a Utah municipal corporation, and Ivory Development, LLC, a Utah limited liability company.

**RECITALS**

- A. Unless otherwise defined in the body of this MDA, the capitalized terms used in this MDA are defined in Section 1.2 below.
- B. Developer is under contract to purchase the Property.
- C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Property Concept Plan.
- D. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act, and the Zoning Ordinance and to operate to the benefit of the City, Developer and the general public.
- E. The Council has reviewed this MDA and determined that it is consistent with the Act, the concurrently Amended General Plan, the Zoning Ordinance and the concurrently amended Zoning of the Property.
- F. The parties acknowledge that development of the Property pursuant to this MDA will result in planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and Developer's construction of the Regional Park.
- G. Development of the Property pursuant to this MDA will also result in significant benefits to Developer by allowing higher density development and by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.
- H. Developer and the City have cooperated in the preparation of this MDA.

I. The parties desire to enter into this MDA to specify the rights and responsibilities of Developer to construct the Regional Park and to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J. The parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. §10-9a-102.

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

## TERMS

### 1. **Incorporation of Recitals and Exhibits/Definitions.**

1.1. **Incorporation.** The foregoing Recitals and the attached Exhibits are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.*

1.2.2. **Attached Single Family Residential Unit** means a residential structure designed to accommodate a single Residential Dwelling Unit and which is built on a separate, identifiable, lot or pad, but which may have common walls and support structures with other single Residential Dwelling Units and which, for the purposes of this MDA, is limited to attached townhomes or condominiums.

1.2.3. **Association Declaration(s)** means a Declaration of Conditions, Covenants, Restrictions and Grant of Easement, a Condominium Declaration, or similar document regarding the governance, operation and maintenance of common areas within a residential development on portions of the Property that contemplates the operation of an owner's association or condominium association.

1.2.4. **Building Permit** means a permit issued by the City, pursuant to the City's Land Development Policies, Standard Specifications and Drawings to allow construction, erection or structural alteration of any building or structure, private or public.

1.2.5. **Buildout** means the completion, and City acceptance and approval, of the entire Project based on the City Code and the City's written standards for such, including all infrastructure, Residential Dwelling Units, Trails and Parks on the entire Project.

1.2.6. **City** means the City of Lindon, a Utah municipal corporation.

1.2.7. **City Code** means the municipal code of Lindon City as may be amended from time to time.

1.2.8. **Council** means the elected City Council of the City.

1.2.9. **Dedicated Parks** means the Regional Park, the Linear Park and the Trails.

1.2.10. **Default** means a material breach of this MDA.

1.2.11. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.12. **Detached Single Family Residential Unit** means a building with a single Residential Dwelling Unit designed and used as the principal residence of a single family on a separately identifiable lot or pad and which is detached from any other Residential Dwelling Unit.

1.2.13. **Developer** means Ivory Development, LLC, a Utah limited liability company, and its respective assignees or transferees as permitted by this MDA.

1.2.14. **Developer's Vested Rights** means Developer's rights to develop the Property and the Project as set forth in this MDA, including, without limitation, the right to develop the Project as set forth in Section 4.2.

1.2.15. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Building Permit, site plan or any other permit, certificate or other authorization from the City required for development of the Project, which application may be modified from time to time so long as such is applicable to all development within the City.

1.2.16. **Effective Date** means the date the parties execute this MDA.

1.2.17. **Homeowner Association(s)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.18. **Impact Fees** means payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure, but not including taxes, special assessments, building permit fees, fees for project improvements, or other reasonable permit or application fees as defined in Utah Code Ann. §§ 11-36a-101, *et seq.*

1.2.19. **Infrastructure Plan** means the Infrastructure Plan attached hereto and incorporated herein as Exhibit D, including all subparts.

1.2.20. **Interest Rate** means the interest rate of eight percent (8%) per annum.

1.2.21. **Landscaping** means an environmental/esthetic design that includes: (i) living plant materials including, but not limited to grasses, shrubs, ground covers and trees; (ii) non-living materials, including but not limited to sand, bark, gravel, stones, walls, and aesthetic grading or mounding; and (iii) sprinkling systems necessary to maintain living plant material within the design.

1.2.22. **Lindon Sewer Lines** means those sewer lines and associated appurtenances installed in order to direct existing sewer flow to the Sewer/Ground Water Lift Station, as shown on Exhibit D-4, Off-Site Sewer Master Plan.

1.2.23. **Linear Park** means the public Landscaping and Trails that are east of the curb along Anderson Boulevard as shown on the Property Concept Plan and Exhibit J2.

1.2.24. **Maximum Residential Units** means the maximum development on the Property identified by unit type as follows: (i) Five hundred (500) Single Family Units (i.e. attached and detached), and (ii) three hundred eighty (380) Multi-Family Units.

1.2.25. **MDA** means this Master Development Agreement including all of its Exhibits, which Exhibits have been incorporated herein.

1.2.26. **Multi-Family Unit** means a single-level, apartment style, Residential Dwelling Unit which may be configured or arranged together with other Multi-Family Units within a common structure or building. The common structure or building may be a multi-storied building.

1.2.27. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.28. **Off-Site Infrastructure** means those items of public or private infrastructure specified in the Infrastructure Plan necessary for development of the Property such as roads and utilities that are not on the site of any portion of the Property that is the subject of a Development Application.

1.2.29. **On-Site Infrastructure** means those items of public or private infrastructure that are necessary for development of the Property such as roads or utilities and that are located on that portion of the Property which is subject to a Development Application, excluding any Off-Site Infrastructure.

1.2.30. **Outfall Lines** means the new sewer and ground water line(s) into which the Sewer/Ground Water Lift Station discharges, with its associated appurtenances, from the Sewer/Ground Water Lift Station to the downstream end of the new sewer and ground water line(s), which may include both On-Site Infrastructure and Off-Site Infrastructure, as more fully described in Section 7.3.

1.2.31. **Parcel** means contiguous area identified for development of a particular type of intended use (i.e. detached single family residential, single family active adult

community, attached single family, and multi-family) that is not an individually developable lot. The proposed layout of the Parcels based on the Property Concept Plan as of the date of this MDA is attached as Exhibit C.

1.2.32. **Park** means the Linear Park and/or the Regional Park.

1.2.33. **Park Escrow Account** means that certain escrow account established by City as more fully set forth in Section 9.1.1.

1.2.34. **Phase** means the development of a portion of the Project in connection with an approved subdivision plat or site plan as contemplated and set forth in this MDA that is developed at the same time, at a point in a logical planning sequence as determined by Developer, upon approval by the City, which shall not be unreasonably withheld.

1.2.35. **Planning Commission** means the City's Planning Commission established by the City Code.

1.2.36. **Project** means the development to be constructed on the Property pursuant to this MDA, with the associated public and private On-Site and Off-Site Infrastructure, intended uses, Densities, Parks, and all of the other aspects approved as part of this MDA, including its Exhibits.

1.2.37. **Property** means that certain piece of real property of approximately 136.67 acres, either owned by Developer or under contract for Developer to purchase and which is more fully described in Exhibit A.

1.2.38. **Property Concept Plan** means the concept plan for the Property, a copy of which is attached as Exhibit B.

1.2.39. **PUD** means the proposed planned unit development for the Property.

1.2.40. **Regional Park** means a public park to be constructed by the Developer at its sole expense as shown on Exhibit H and that will support the additional demand created by the Project and that will be available to the community at large.

1.2.41. **Reimbursement Agreement** means a reimbursement agreement entered into between the City and Developer and mutually agreed to by the parties pursuant to the terms and conditions of this MDA and as established by the City Code and which is intended reimburse Developer for costs of construction of infrastructure associated with City's request for oversizing Project improvements.

1.2.42. **Reimbursement Application** means an application to the Council for reimbursement from neighboring and/or adjacent properties for a portion of the cost of constructing public improvements required by the City Code and which is made pursuant to the requirements of Chapter 17.68 of the City Code.

1.2.43. **Residential Dwelling Unit** means, for purposes of calculating Density, a single unit intended to be occupied for residential living purposes. Each separate Single-Family Unit or Multi-Family Unit equals one Residential Dwelling Unit.

1.2.44. **Sewer/Ground Water Lift Station** means that certain dual lift station to be built to pump effluent or waste water and to pump ground water from the Project with its associated appurtenances and infrastructure, which may include both On-Site Infrastructure and Off-Site Infrastructure, as more fully described in Section 7.3.

1.2.45. **Single Family Unit** means both an Attached Single Family Residential Unit and/or a Detached Single Family Residential Unit, as defined in this MDA, but shall not include a Multi-Family Unit.

1.2.46. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the City Code.

1.2.47. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-36a-102(21).

1.2.48. **Trails** means any trails, paths, or walkways for pedestrian and/or bicycle purposes. Trails do not mean sidewalks less than eight (8) feet wide or on-street bicycle facilities.

1.2.49. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA.

2. **Development of the Project; PUD Approval.** Development of the Project shall be in accordance with this MDA and its Exhibits. Developer may file separate applications for final PUD approval in Phases to be developed in accordance with Development Applications. Development Applications will be processed according to City's established land development policies, as may be amended from time to time, but shall be subject to Developer's Vested Rights as set forth herein.

### 3. **Development of the Property.**

3.1. **Property Concept Plan.** The Property Concept Plan has been approved by the City. The Property shall be developed by Developer in accordance with the Property Concept Plan. Developer and the City acknowledge and agree that the Property Concept Plan does not (and cannot at this stage of planning) contain all of the detail necessary for construction and installation of the Project. As such, Developer and the City shall cooperate on the approval of future versions and refinements of such plans as long as they are substantially consistent with the Property Concept Plan. In determining whether or not submitted plans are substantially consistent with the Property Concept Plan, Developer shall: (i) be allowed to adjust Density on the Property so long as Developer does not exceed the Maximum Residential Units, (ii) not violate the minimum lot setbacks, minimum lot size, and minimum average lot size as set forth on Exhibit K, and (iii) install On-Site Infrastructure and Off-Site Infrastructure as set forth in this

MDA and in an orderly manner to support the Project and avoid over burdening the City's existing infrastructure.

**3.2. Accommodation for Alternative Concept Plan in Response to Changes in Commercial Development.** Developer and City have agreed to move forward with the MDA on the assumption that the anticipated commercial development shown in Exhibit B will be constructed in the future. However, both parties understand and acknowledge that such an assumption is conditioned on the actions of third parties who are not parties to this MDA and that there is a possibility that the commercial development may not proceed as anticipated. The Parties hereby agree to work together in good faith and to take such actions within their power to help facilitate such commercial development. However, in the event that the commercial development does not go forward as anticipated within five (5) years of the Effective Date of this MDA, the Parties agree to work together in good faith to reconfigure the Property Concept Plan so that the property owned by Developer within the area shown as commercial in Exhibit B may be developed for residential uses, which shall be primarily Detached Single Family Units. As an example and included for illustrative purposes only, the Property Concept Plan and Density could be modified on the applicable Parcel as depicted on Exhibit E. In all events, the parties further agree not to reduce minimum side setbacks on any Phase containing Detached Single Family Units to less than six feet (6'). Developer hereby agrees that City is not required to work with Developer to reconfigure the Property Concept Plan as set forth above if Developer sells a portion of the Property for a non-residential or non-commercial use (e.g. school or religious meetinghouse).

**3.3. Development of Property Adjoining Fieldstone Development.** The parties also agree to develop Phases containing Detached Single Family Units on the Property, in the western-most portion of Parcel A, that are directly adjacent to and abutting the existing detached single family housing area known as the Fieldstone Development and which is located to the west the Property.

**3.4. Development of Multi-Family Phases.** The parties contemplate the development of the Multi-Family Units will occur in the later stages of the development of the Property and at this time do not include specific requirements relating to the development of Parcel I. At the time Developer decides to initiate development of Parcel I, the parties agree to work together in good faith to address design and development issues including, but not limited to, architectural standards, setbacks, building heights and minimum building separations, parking and private roadway design and traffic flow, and landscaping. The parties agree to establish such designs and standards so as to develop a high quality apartment complex that is consistent with the overall Project and to incorporate these requirements into the recorded plat(s) for Parcel I. As an example and included for illustrative purposes only, the multi-family Phases may be developed as depicted on Exhibit F.

#### **4. Zoning and Vested Rights.**

**4.1. Zoning Classification.** The Project will be zoned as PD Planned Development Zone. Subject to the recitals and terms of this MDA, the zoning classification on the Property shall be a Planned Development (PD) Zone. The project shall be constructed in a manner consistent with the (PD) zone as adopted in the City Code and shall consist of not more than the Maximum Residential Units and in substantial compliance with the Property Concept

Plan. According to the City Code Chapter 17.41, the PD Zones are designed “to provide flexibility in the city’s zoning scheme in order to allow for unique, innovative and well planned developments that would not be possible under one of the city’s existing zoning classifications.”

4.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this MDA grants Developer all rights to develop the Project in accordance with the terms and conditions of this MDA. The parties intend that the rights granted to Developer under this MDA are contractual in nature, unless specifically described as rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. §10-9a-509. Without limiting Developer’s Vested Rights as otherwise expressly set forth in this MDA, Developer’s Vested Rights shall include the following:

4.2.1. The Project being zoned in the PD Planned Development Zone as such zone is established as of the Effective Date:

4.2.2. At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units subject to Section 4.2.5 below;

4.2.3. The rights-of-way developed within the Project will be only as wide and require the improvements as set forth on the Project Concept Plan;

4.2.4. The cross-sections developed within the Project will be as set forth in the Project Concept Plan:

4.2.5. The minimum lot setbacks, minimum lot size, and minimum average lot size shall be as set forth on Exhibit K. For each lot, there shall be one (1) front yard setback, one (1) rear yard setback, and two (2) side yard setbacks. A side yard setback abutting a road is understood to be a Road Side Setback as referenced in Exhibit K. The front, side, and rear yard setbacks shall be identified for each lot on the recorded plats. In establishing the setbacks for specific lots, the City and Developer will work together to make sure front and side yard setbacks are positioned so as to void issues relating to traffic hazards in ingress and egress to lots and the obstruction of sidewalks by parked vehicles. Examples of how to determine such setbacks on certain potential lots on the Property are depicted on Exhibit K:

4.2.6. The utility and lighting standards for the Project shall be those currently established by the City as of the Effective Date;

4.2.7. During the term of this MDA, the City shall not require Developer to provide additional utility systems capacity to accommodate development of the Project as set forth in the original Project Concept Plan, except for those improvements identified in this MDA; provided, however, that the parties are currently studying groundwater flows and it is understood that the ground water portion of the Sewer/Ground Water lift station, with its associated lines, may need to be adjusted as the volume of groundwater in the Project area is better understood. This statement shall not be construed to prevent the City from collecting impact fees at the time of development of the Project as set forth in this MDA;



4.2.8. The approval process for subdivision plats shall be as follows: (i) Upon receipt of a completed subdivision application from Developer, the City will process the preliminary plan submittal for review by the Planning Commission; (ii) Upon review, the Planning Commission will forward a recommendation regarding the preliminary plans to the City Council, who will take action on the preliminary plan submittal; (iii) The City Council will act as a land-use authority for subdivision plats; (iv) Upon approval of the preliminary plan by the City Council, Developer will submit final plat, final improvement drawings and related items; and (v) the City will review the final plat, final improvement drawings, and related items, and upon submittal of complete, correct, and adequate materials, approve the final plat and final improvement drawings, which will be executed by City staff, with no additional public meetings required in order for the subdivision to be approved and recorded. All Developer submittals shall meet submittal requirements as found in the Lindon City Land Development Policies, Standard Specifications and Drawings at the time of application, unless otherwise specified in this MDA; and

4.2.9. The approval process for any multi-family Phase shall be as follows: (i) Upon receipt of a completed site plan application from Developer, the City will process the preliminary plan submittal for review by the Planning Commission; (ii) Upon review, the Planning Commission will forward a recommendation regarding the preliminary plans to the City Council, who will take action on the preliminary plan submittal; (iii) The City Council will act as a land-use authority for the site plan; (iv) Upon approval of the preliminary plan by the City Council, Developer will submit final site plan and final improvement drawings; and (v) Approval of the final site plan and final improvement drawings will be executed by City staff, with no additional public meetings required in order for the site plan to be approved and City to issue the relevant Building Permit(s). All Developer submittals shall meet submittal requirements as found in the Lindon City Land Development Policies, Standard Specifications and Drawings at the time of application, unless otherwise specified in this MDA.

4.3. **Exceptions to Developer's Vested Rights.** The Developer's Vested Rights shall not apply to any updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, storm water management, or pressurized irrigation requirements found in the Lindon City Land Development Policies, Standard Specifications and Drawings manual, or similar construction or fire or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare and not arbitrarily imposed. Furthermore, the Parties understand and agree that due to the nature of this MDA and the period of time anticipated to fully develop the Project, the Parties agree to work together in good faith to address engineering and design issues, including traffic flows, that relate to inadequate or unsafe service of the project and to make applicable and reasonable modifications to the exhibits attached to this MDA as may be necessary to address such inadequate or unsafe service of the Project. Notwithstanding the forgoing, the plans and designs set forth in the exhibits will not be modified hereafter so as to require the oversizing or "upsizing" of utility lines or design capacities in order to provide for or to expand services outside of the Project or to install System Improvements without the express written consent of the Developer pursuant to Section 9.4.

4.4. **Legislative Action.** Concurrent with processing this MDA and as a material covenant by the City, the City will cause the City's administrative personnel, with reasonable diligence, to take or cause to be taken all actions required or advisable to be taken preparatory to, but not including, final legislative action by the Council or the Planning Commission, in connection with:

- (a) any amendments to the City Code, that may be required to effectuate the terms of this MDA through ordinance [i.e. changes to City Code for new PUD ordinance];
- (b) an application adopting the PD Planned Development Zone to the Property; and
- (c) the approval of this MDA.

The City agrees that the Council shall cause to be included on the agenda for a duly scheduled and noticed public meeting, and shall consider for adoption at such meeting, the following ordinances:

- (a) an Ordinance (1) assigning the land use zone PD Planned Development to the Property, and (2) approving the execution and delivery of this MDA (the "Zoning and Vesting Ordinance"); and
- (b) an Ordinance that may be required to effectuate the terms of this MDA (collectively, the "Code Amendment Ordinance").

The Zoning and Vesting Ordinance and the Code Amendment Ordinance are referred to collectively as the "Ordinances").

4.5. **Term of Agreement.** The term of this MDA shall expire upon Buildout or twenty (20) years from the date that the first plat for the first Phase of the Project is given preliminary approval by the City Council, whichever occurs first. Developer must submit a preliminary plat for approval to the City within at least 18 months from the date of entering into this MDA or the MDA will expire automatically at that time. The term of this MDA may be modified upon mutual agreement in writing by the parties. The vested rights granted under this MDA shall expire upon the termination of this Agreement for any portion of the Property which has not been included in a plat which has been given preliminary approval prior to the termination of the Agreement.

## 5. Approval Processes for Development Applications.

5.1. **Phasing.** The City acknowledges that Developer and assignees of Developer who have purchased portions of the Property may submit a single or multiple Development Applications from time to time to develop and/or construct all or portions of the Project in one or multiple Phases. Developer may sequence the Phases on the Property in Developer's discretion so long as such is done in consultation with the City and is done in an

orderly manner to support the development of Project infrastructure and so as not to over burden the City's existing infrastructure. In addition, Developer shall proceed with at least three (3) total Phases consisting of Single Family Units, before Developer proceeds to develop a Phase consisting of Multi-Family Units.

**5.2. City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications and subject to the Developer's Vested Rights.

**5.3. City Denial of Developer Application.** If the City denies a Development Application, the City shall: (i) provide a written determination advising Developer of the reasons for denial, including specific reasons why the City believes the Development Application is not consistent with this MDA, the PUD and/or Developer's Vested Rights, (ii) engage in a "Meet and Confer" process with Developer within fifteen (15) days of any such denial to resolve the issues specified in the written determination described above, and, if such issues are not resolved, (iii) engage in a mediation process with Developer. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (10) days of the "Meeting and Confer". If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator, such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator's opinion shall not be binding on the parties.

## **6. Dedication and Development.**

**6.1. Dedication/Conveyance of Parks.** Developer agrees to donate to the City the Regional Park with the improvements as shown in Exhibit H, and the Linear Park with the improvements as shown in Exhibit J, and the Trails with the required landscaping as shown on Exhibit B. Trees as depicted in Exhibit J2 will be installed in 30 foot intervals on center, and sized at a minimum of a two inch (2") caliper when planted. Developer agrees to cover all costs and expenses in developing the Dedicated Parks. The City and Developer hereby expressly acknowledge and agree that the donation of the Dedicated Parks constitutes a legal exaction as allowed by § 10-9a-508 of the Utah Code in that (i) there is an essential link between Developer's donation of such areas and improvements and the City's public purpose of developing public spaces, and (ii) this donated acreage and park improvements of the Dedicated Parks are roughly proportionate, both in nature and extent, to the level of service for parks and trails currently enjoyed by the residents of Lindon, and to the impact created by the Project. In light of such donation the City agrees to waive its park impact fee as set forth in Section 9.1.1 of this MDA.

**6.1.1. Timing of Regional Park Improvements.** The improvements for the Regional Park shall be completed by Developer and accepted by the City prior to Developer's receipt of building permits for sixty percent (60%) of the total Maximum Residential Units for Single Family Units (i.e. 300 building permits).

6.1.2. Timing of Linear Park Improvements. The improvements for the Linear Park shall be completed and accepted by the City at such times as set forth in Section 7.4.

6.2. **Maintenance of Parks Trails, and Landscaping.** The City shall maintain the Regional Park, the Trails, sidewalks, streets, storm water detention ponds and other infrastructure and improvements and landscaping in the Regional Park. The Homeowner Association shall be responsible for maintaining all other landscaping throughout the Project. The City and Homeowner Association will enter into a landscape maintenance easement agreement regarding Homeowner Association's obligations, in the form attached hereto as Exhibit I, which the parties shall execute within thirty (30) days of the City's acceptance of such improvements, and such landscape maintenance obligations shall be an ongoing obligation of the owners of the Property even if the Homeowner Association is terminated in the future. Landscaping for the multi-family portion of the Property identified as Parcel I will be owned and maintained by the owner of such portion of the Property.

6.3. **Dedication of Roads.** Developer will dedicate all road rights-of-way to the City at the time of recording the final plat for each Phase. After the City has accepted the improvements based on the City's written standards for such, and under Developer's Vested Rights, the City shall be solely responsible for maintaining all rights-of-way and related improvements except for the roads within Parcel C, the Attached Single Family Unit portion of the Property, which will not be dedicated to the City, but will be owned and maintained by the Homeowner Association, and Parcel I, the multi-family portion of the property, which will be owned and maintained by the owner of such property, as well as those portions of the property set forth above in Section 6.2. The City shall retain the right to enter the private roads in Parcels C and I to maintain and repair City utility infrastructure within the private roadways. However, in the event that is necessary for the City to cut or disrupt the road surface to perform such maintenance or repairs, the City shall be responsible to restore the road surface to the same condition it was in prior to making the repairs. This Subsection shall not be interpreted to either expand or limit the Parties' obligations to maintain Landscaping as set forth in Section 6.2.

7. **Public Improvements.** Developer and City will be responsible to pay for On-Site Infrastructure and Off-Site Infrastructure as described in this MDA. Notwithstanding the foregoing, Developer does not waive any rights to obtain reimbursement pursuant to the City's Code and policies as may be amended from time to time.

7.1. **On-Site Infrastructure.** Developer shall design and construct or cause to be constructed and installed all portions of the On-Site Infrastructure pursuant to any Development Application approvals, and shall be entitled to reimbursement for "upsizing" and additional infrastructure as described in this MDA.

7.2. **Off-Site Infrastructure.** Developer shall not be responsible to complete or pay for any Off-Site Infrastructure except as shown on the Infrastructure Plan, and shall be entitled to reimbursement for "upsizing" and additional infrastructure as described in this MDA.

7.3. **Sewer/Ground Water Lift Station.** Construction of the Sewer/Ground Water Lift Station and all associated pipelines shall include the following:

7.3.1. Developer agrees to construct the Sewer/Ground Water Lift Station and all associated pipelines.

7.3.2. Developer will procure a contractor for the Sewer/Ground Water Lift Station. During construction of the Sewer/Ground Water Lift Station the City shall have authority of the owner established by the EJCDC Standard General Conditions of the Construction Contract; J-U-B Engineers shall have the authority of the Engineer in said document and shall perform construction observation.

7.3.3. Developer will procure a contractor for the Outfall Lines and Lindon Sewer Lines. Developer will oversee construction of them, and City will inspect construction of them, as is done with other public infrastructure associated with land developments in the City.

7.3.4. After construction of the Sewer/Ground Water Lift Station and Outfall Lines, the City and Developer shall mutually determine what the cost would have been if they were constructed to only service the Property. Notwithstanding anything in Section 7.3 to the contrary, this portion of the cost is the Developer's responsibility and the remainder cost is the City's responsibility (including, without limitation, (i) the additional costs associated with "upsizing" any of lines, pipes, pumps, stubs, or other infrastructure to the size requested by the City, (ii) all costs associated with modifying the existing sewer system to divert flow from the existing sewer lift station on Center Street and the existing sewer lift station on 1400 West and convey it to the Sewer/Ground Water Lift Station (including, without limitation, all related design and construction engineering costs), and (iii) City's proportionate share of design and construction engineering costs for both the Sewer Lift Station and the Outfall Lines based on City's overall percentage as the construction costs described above). After determining the City's responsibility for costs, the City shall move as quickly as reasonably possible to pay its portion of the costs and to reimburse the Developer. The City anticipates it may be necessary to bond to meet its responsibilities pursuant to this MDA and shall be given reasonable time as necessary to complete such bonding. The City agrees to act with all reasonable diligence in its funding.

7.3.5. The City and Developer hereby agree to cooperate and make best efforts to complete the acquisition of all necessary rights-of-way or easements to complete the Sewer/Ground Water Lift Station, Outfall Lines and Lindon Sewer Lines. The parties will share equally in the cost of acquiring the necessary rights-of-way and/or easements.

7.3.6. Developer hereby agrees to arrange for necessary access and fire protection to the Sewer/Ground Water Lift Station at the time construction commences.

7.3.7. The Parties understand and agree that the City intends to impose a special utility fee on Residential Dwelling Units within the Project that are benefited by the ground water portion of the Sewer/Ground Water Lift Station to pay for the operation, maintenance, and repairs of the ground water portion of the Sewer/Ground Water Lift Station. The Parties agree that imposing such a special utility fee upon the Residential Units in the Project does not constitute an illegal exaction, but is reasonable and proportionate to the burden put on the City to maintain this infrastructure which is needed to develop the Property. The City

agrees that the rate of the special utility fee shall be set so as to only raise revenue sufficient to operate, maintain, and repair the ground water portion of the Sewer/Ground Water Lift Station.

**7.4. Phasing of Infrastructure.** Developer shall install the infrastructure required by the Lindon City Land Development Policies, Standard Specifications and Drawings, and relevant Exhibits within this MDA, for each Phase. Additionally, each Phase or any portion thereof that requires such infrastructure will include the following additions and/or exceptions. The additions and/or exceptions shall be completed in a reasonable manner and order which will be reviewed and agreed upon by the parties as each Phase within the given Parcel is developed and platted. Each Development Application shall include sufficient infrastructure improvements in order for the subdivision or site to not be dependent upon a later phase and/or plat. The parties understand and agree that no more than one hundred fifty (150) units can discharge into the existing sewer, and also agree that the sewer infrastructure constructed for the Project, with the exception of units in Parcel B which will be governed by Subsection 7.4.2 below, shall be constructed so that upon substantial completion of the Sewer/Ground Water Lift Station, the units can and will be made to discharge into the lift station and its associated lines.

**7.4.1. Parcel A, as shown on Exhibit C:**

- (a) Recording of the first plat will require the following concurrent improvements:
  - (i) Anderson Blvd. from 700 North to the 500 North connection including all curb and gutter and improvements and Landscaping within the right of way identified as the "North Anderson Blvd Improvements" on Exhibit J;
  - (ii) The connection from 500 North to Anderson Blvd. as shown in Exhibit J;
  - (iii) Full northern round-about improvements, including landscaping, will be completed;
  - (iv) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and
  - (v) Pressurized irrigation system, including source, for the Project and a connection to the existing City pressurized irrigation system subject to Section 9.8.
- (b) Staging area for the Anderson Farm equipment cannot impede construction of street improvements and utility infrastructure.
- (c) Sewer will be designed to allow flow to the future Sewer/Ground Water Lift Station when that facility is online. Sewer connection in 500 North is only temporary until future lift station is online.

(i) If Developer elects not to temporarily connect Parcel A units to Lindon's existing sewer system, building permits may be issued prior to the construction of the Sewer/Ground Water Lift Station, but certificates of occupancy for any Single Family Unit will not be issued until the Sewer/Ground Water Lift Station, with its associated Off-Site improvements, is substantially completed and functional.

7.4.2. Parcel B, as shown on Exhibit C:

(a) Recording of the first plat will require the following concurrent improvements:

(i) Necessary storm water basin detention improvements will be completed for that portion of this Parcel included in such plat; and

(ii) Pressurized irrigation system including source for the Project and a connection to the existing City pressurized irrigation system, will be completed subject to Section 9.8.

(b) Development of more than fifty percent (50%) of this Parcel will require the following concurrent improvements:

(i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the "Initial Anderson Blvd Improvements" on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.; and

(ii) The 1700 West connector will be completed from the southern round-about to 1700 West.

(c) Units within Parcel B may be constructed so as to permanently connect into the City's existing sewer system, provided the number of connections do not exceed the total number of unit connections allowed in Section 7.4.

(i) If Developer elects not to connect Parcel B units to Lindon's existing sewer system, building permits may be issued prior to the construction of the Sewer/Ground Water Lift Station, but certificates of occupancy for any Single Family Unit will not be issued until the Sewer/Ground Water Lift Station, with its associated Off-Site improvements, is substantially completed and functional.

7.4.3. Parcel C, as shown on Exhibit C:

- (a) Recording of the first plat will require the following concurrent improvements:
- (i) The Sewer/Ground Water Lift Station, with the associated Off-Site Improvements, will be substantially completed and functional;
  - (ii) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel;
  - (iii) Pressurized irrigation system, including source for the Project and a connection to the existing City pressurized irrigation system, will be completed, subject to Section 9.8; and
  - (iv) Fencing, piping or other safety precautions for Proctor Ditch, as required during subdivision approval process.
- (b) Development of more than twenty-five percent (25%) of this Parcel will require the following concurrent improvements:
- (i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the "Initial Anderson Blvd Improvements" on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.;
  - (ii) The 1700 West connector will be completed from the southern round-about to 1700 West; and
  - (iii) The Landscaping and sidewalk on the south side of the southern-most curb on the 1700 West connector will be constructed from the southern round-about to 1700 West.
- (c) This Phase will include an eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit located on the west side of this Parcel, adjacent to mixed commercial property currently owned by Goodfellow.
- (d) For all Residential Dwelling Units on the west side of the parcel which back onto the mixed commercial property currently owned by Goodfellow, all windows facing the mixed commercial property shall be installed with triple pane glass.



7.4.4. Parcel F, as shown on Exhibit C:

- (a) Recording of the first plat will require the following concurrent improvements:
  - (i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the "Initial Anderson Blvd Improvements" on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.;
  - (ii) Sewer/Ground Water Lift Station, with the associated Off-Site Improvements, will be substantially completed and functional;
  - (iii) Full storm water basin detention improvements, including landscaping, will be completed for the basin that serves this Parcel; and
  - (iv) Pressurized irrigation system including source for the Project and a connection to the existing City pressurized irrigation system, will be completed, subject to Section 9.8.
- (b) It will include the masonry wall dividing the project from the industrial area to the East.
- (c) Development of more than fifty percent (50%) of this Parcel will require the 1700 West connector be completed from the southern round-about to 1700 West.
- (d) It will include curb and gutter on the west side of Anderson Lane.
- (e) It will include at least grading and asphalt improvements sufficient to accommodate future industrial traffic along Anderson Lane as shown in Exhibit J.
- (f) This Phase will include an eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit located on the east side of this Parcel adjacent to Anderson Lane right-of-way.
- (h) For all Residential Dwelling Units which back onto the Anderson Lane right-of-way, all windows facing the Anderson Lane right-of-way shall be installed with triple pane glass.

7.4.5. Parcel E, as shown on Exhibit C:

- (a) Recording of the first plat will require the following concurrent improvements:
  - (i) Anderson Blvd. right-of-way improvements from 500 North to the southern round-about including (1) all curb and gutter, (2) all improvements and Landscaping within the right of way identified as the "Initial Anderson Blvd Improvements" on Exhibit G, as well as the round-about itself; and (3) Landscaping located on the west side of Anderson Blvd.;
  - (ii) The landscaping and sidewalk on the south side of the southern-most curb on the 1700 West connector will be constructed to and from the southern round-about to 1700 West;
  - (iii) The Sewer/Ground Water Lift Station, with the associated Off-Site Improvements, will be substantially completed and functional;
  - (iv) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and
  - (v) Pressurized irrigation system including source for the Project and a connection to the existing City pressurized irrigation system, will be completed, subject to Section 9.8.
- (b) It will include the masonry wall dividing the project from the industrial area to the east and south.
- (c) It will include curb and gutter on the west side of Anderson Lane.
- (d) It will include grading and slag/asphalt improvements along Anderson Lane.
- (e) Sewer stub and easement to Anderson Lane.
- (f) Storm water stub and easement to Anderson Lane.
- (g) This Phase will include an eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit located on the east side of this Parcel adjacent to Anderson Lane right-of-way.
- (h) For all Residential Dwelling Units which back onto the Anderson Lane right-of-way, all windows facing the Anderson Lane right-of-way shall be installed with triple pane glass.

7.4.6. Parcel G, as shown on Exhibit C:

(a) Recording of this plat will require the following concurrent improvements:

(i) Anderson Blvd. will be completed from 700 North to the 500 North connection including all improvements and Landscaping within the right of way;

(ii) The connection from 500 North to Anderson Blvd.;

(iii) Full northern round-about improvements, including Landscaping;

(iv) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and

(v) Pressurized irrigation system, including source for the Project and a connection to the existing City pressurized irrigation system, subject to Section 9.8.

(b) It will also include the Trails and Landscaping connecting 500 North to Anderson Blvd.

(c) Piping of the ditch along the Trail in order to construct the Trail.

(d) Sewer will be designed to allow flow to the future Sewer/Ground Water Lift Station when that facility is online. Sewer connection in 500 North is only temporary until future lift station is online.

(i) If Developer elects not to connect Parcel G units to Lindon's existing sewer system, building permits may be issued prior to the construction of the Sewer/Ground Water Lift Station, but certificates of occupancy for any Single Family Unit will not be issued until the Sewer/Ground Water Lift Station, with its associated Off-Site improvements, is substantially completed and functional.

(e) All improvements on 500 North as shown on Exhibit J2 adjacent to the subdivision.

(f) This Phase will include the following improvements and restrictions along the south side of this Parcel adjacent to 500 North right-of-way:

- (i) Eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit;
- (ii) Trees and other landscaping between the eight foot (8') tall wall/fence and the 500 North right-of-way road improvements;
- (iii) All Residential Dwelling Units will be set back at least One Hundred and Sixty feet (160') from the current industrial building located on the property south of the 500 North right-of-way; and
- (iv) For all Residential Dwelling Units which back onto the 500 North right-of-way, all windows facing the 500 North right-of-way shall be installed with triple pane glass.

7.4.7. Parcel H, as shown on Exhibit C:

- (a) Recording of this plat will require the following concurrent improvements:
  - (i) Anderson Blvd will be completed from 700 North to the 500 North connection including all improvements and Landscaping within the right of way;
  - (ii) Full northern round-about improvements, including Landscaping;
  - (iii) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel; and
  - (iv) Pressurized irrigation system, including source for the Project and a connection to the existing pressurized irrigation City system, will be completed, subject to Section 9.8.
- (b) This Phase will include full road improvements on that portion of the 1200 West connector that lies to the east of Parcel H necessary to connect to 500 North. It will also include the Trails and Landscaping connecting 500 North to Anderson Blvd.; and
- (c) All improvements on 500 North as shown in Exhibit J2 adjacent to the subdivision; and
- (d) Sewer will be designed to allow flow to the future Sewer/Ground Water Lift Station when that facility is online. Sewer connection in 500 North is only temporary until future lift station is online.

(i) If Developer elects not to connect Parcel H units to Lindon's existing sewer system, building permits may be issued prior to the construction of the Sewer/Ground Water Lift Station, but certificates of occupancy for any Single Family Unit will not be issued until the Sewer/Ground Water Lift Station, with its associated Off-Site improvements, is substantially completed and functional.

(e) This Phase will include the following improvements and restrictions along the south side of this Parcel adjacent to 500 North right-of-way:

(i) Eight foot (8') tall masonry wall/fence along the rear yard of any Residential Dwelling Unit;

(ii) Trees and other landscaping between the eight foot (8') tall masonry wall/fence and the 500 North right-of-way road improvements;

(iii) All Residential Dwelling Units will be set back at least one hundred and sixty feet (160') from the current industrial building located on the property south of the 500 North right-of-way; and

(iv) For all Residential Dwelling Units which back onto the 500 North right-of-way, all windows facing the 500 North right-of-way shall be installed with triple pane glass.

7.4.8. Parcel I, as shown on Exhibit C:

(a) Full storm water basin detention improvements, including landscaping, will be completed for the basin that will serve this Parcel:

(b) Pressurized irrigation system, including source for the Project and a connection to the existing City pressurized irrigation system, will be completed, subject to Section 9.8;

(c) This Phase will include all the remaining road improvements for the 1200 West connector out to 700 North:

(d) All improvements on 500 North as shown in Exhibit J2 adjacent to the subdivision; and

(e) The Sewer/Ground Water Lift Station, with the associated Off-Site Improvements, will be substantially completed and functional.

7.5. **Reimbursement Application and Infrastructure Improvements by Other Property Owners.** The Project's infrastructure is only for the benefit of the Property. The parties hereby agree to utilize the provisions of Chapter 17.68 of the City Code to put adjacent property owners wishing to connect on to the Project's infrastructure, which includes the Off-Site Infrastructure, on notice of reimbursements due from them to the City and subsequently to Developer according to Chapter 17.68 of the Code. The City shall record all approved assessments against adjacent properties. In addition, the City shall ensure that such adjacent owners which may be required to finish any portion of Anderson Blvd. be required to develop such portion of the boulevard according to the road and Landscaping designs agreed upon in this MDA and shown in Exhibit G.

7.6. **Disclosures of Adjacent Property Uses.** Developer shall give actual notice to any potential purchasers of a lot on the Property, include in the conditions, covenants, and restrictions of any Homeowners Association(s) established by the Developer, and record on any plat within the Property the following information: "This Property is located in the vicinity of an established industrial area and it can be anticipated that all lawful activities, including operation of machines, noises, dust, odors, hours of operations, etc. that are commonly associated with industrial, as well as mixed commercial, agricultural, and other non-residential uses that may currently be found in the area, will be allowed to continue in a reasonable fashion consistent with the City's zoning standards."

7.7. **Construction of Anderson Blvd from 500 North to 700 North.** The parties anticipate that the construction of road rights-of-way as set forth in the phasing requirements of Section 7.4 will allow for the adequate flow of traffic throughout the progression of development of the Project. However, the parties agree that if building permits for sixty percent (60%) of the lots shown on Exhibit B have been issued by the City and Anderson Blvd from 500 North to 700 North (known as North Anderson Blvd) has not yet been substantially constructed and is not functional, the Developer will construct North Anderson Blvd from 500 North to 700 North and will install all improvements identified for North Anderson Blvd in Exhibit J2. The Parties agree that until this portion of Anderson Blvd is substantially completed and functional, the City will not issue a building permit for any lot that would exceed sixty percent (60%) of the lots shown on Exhibit B.

8. **CC&Rs and Association Declarations.** Portions of the Property shall be subject to certain conditions, covenants and restrictions. In addition to such conditions, covenants and restrictions, each residential community may be governed by different Association Declarations. If Association Declarations are filed against any community within the Project, the Homeowners Association(s), if any, associated with each set of Association Declarations will be responsible for the implementation and enforcement of the applicable Association Declarations. The Association Declarations may be amended by the processes specified in the Association Declarations without any requirement of approval of such amendments by the City.

## 9. **Payment of Fees.**

9.1. **Application of and Credits Towards Impact Fees and Assessments.** Developer shall be entitled to a credit against the Impact Fees as more fully set forth below.

9.1.1. Park Impact Fees. The City shall not charge Developer park impact fees based on Developer's dedication and construction of the Regional Park and its associated improvements as more fully set forth in this MDA. To ensure that the Regional Park's improvements are completed, beginning on the first Phase of the Project and continuing until Developer has completed the Regional Park's improvements, Developer shall pay the City an amount equal to the then-current park impact fees upon platting each lot within the Project that the City will hold in the Park Escrow Account. Developer can draw on the Park Escrow Account to pay for construction of the Regional Park's improvements. If Developer fails to complete the Regional Park's improvements prior to expiration of the term of this MDA, then (i) Developer shall be deemed to release any right to all remaining funds in the Park Escrow Account and (ii) the City shall transfer all remaining funds in the Park Escrow Account into the City's general park impact fee fund. In the event there are funds remaining in the Park Escrow Account after all improvements in the Regional Park are completed and accepted by the City, all remaining funds shall be returned to the Developer. The parties acknowledge that the escrow fund contemplated in this subsection is intended only to provide collateral for the City to ensure the completion of the Regional Park's improvements and that it does not replace or amend the Developer's obligation to complete the Regional Park with its improvements at the Developer's sole costs and expense. The parties further understand and agree that the balance of the fund shall not be deemed or considered as evidence to be used to establish the value of either the burden or benefit of parks and facilities contemplated by the development, as there are numerous factors outside of the City's current park impact fees that the parties have taken into consideration in entering into this MDA and reaffirm their understanding and agreement that there is an essential link between the City's interest in developing open space for the public and that the benefit provided to the City is roughly proportionate, both in nature and extent to the burden created by the Project.

9.1.2. Sewer Impact Fees. Developer shall be entitled to a dollar for dollar credit against Sewer Impact Fees upon platting each lot within the Project for Developer's costs to construct any Sewer-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.3. Storm Water Impact Fees. Developer shall be entitled to a dollar for dollar credit against Storm Water Impact Fees upon platting each lot within the Project for Developer's costs to construct any storm water-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.4. Culinary Water Impact Fees. Developer shall be entitled to a dollar for dollar credit against Culinary Water Impact Fees upon platting each lot within the Project for Developer's costs to construct any culinary water-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.5. Secondary Water Impact Fees. Developer shall be entitled to a dollar for dollar credit against Secondary Water Impact Fees upon platting each lot within the Project for Developer's costs to construct any secondary water-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.6. Public Safety Impact Fees. Developer shall be entitled to a dollar for dollar credit against Public Safety Impact Fees upon platting each lot within the Project for

Developer's costs to construct any public safety-related infrastructure which the parties mutually agree constitutes System Improvements.

9.1.7. Road Impact Fees. Developer shall be entitled to a dollar for dollar credit against Road Impact Fees upon platting each lot within the Project for Developer's costs to construct any road-related infrastructure which the parties mutually agree constitutes System Improvements. In addition, City will accept Road Impact Fee credits from Developer's predecessor in interest to the Property, if such are assigned to Developer.

9.1.8. Any credit allowed under subsections 9.1.2 through 9.1.7 will be apportioned and applied equally over all lots that have yet to have a building permit issued at the time the credit is granted. The credit will be applied against the pro rata portion of the specific type of impact fee for which the credit was granted. For example, if the Developer is given a \$1000.00 credit for work performed for on sewer System Improvements and at the time there are 100 lots remaining without building permits, each remaining lot will be given a \$10.00 credit against the Sewer Impact Fee. In calculating the pro rata credit to be applied to each lot, units for multi-family apartments to be developed in Parcel I shall not be included, unless the System Improvement for which the credit is granted is constructed solely to facilitate the development of Parcel I.

9.1.9. Assessment Areas. Certain Portions of the Property are subject to special assessments previously established by the City. Developer acknowledges that it is aware of these Assessment Areas and agrees to pay such assessments.

9.2. **System Improvements in Infrastructure Plan**. The parties agree that under the current Infrastructure Plan, the only System Improvement contemplated is the Regional Park and its associated improvements. All other improvements contained and identified in the Infrastructure Plan constitute project improvements as defined in Utah Code Ann. §11-36a-102(14).

9.3. **Stubbing Utilities, Certain Road Improvements and Backbone Utility Lines**. The following improvements will not be reimbursed by City: (i) Stubbing utilities to adjacent properties under a road constructed as part of the Project, so that future cuts in the road are not necessary, (ii) one-half (1/2) of road improvements bordering adjacent properties not owned by Developer, and (iii) utility backbone lines that will service adjacent properties not owned by Developer. However, the improvements set forth in the preceding sentence will be the subject of a Reimbursement Application whereby the Developer might collect reimbursement from a future property owner as set forth in Section 7.5.

9.4. **Reimbursement for "Upsizing"**. In addition to the credits set forth above in Section 9.1, the City shall not require Developer to "upsized" any public improvements (i.e. to construct the improvements to a size larger than required or not necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the City are made to compensate Developer for the costs associated with upsizing the improvements. In the event any Off-Site Infrastructure or On-Site Infrastructure designed, constructed, or developed by Developer are oversized for the benefit of any property other than the Property, Developer shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such



improvements pursuant to the terms of a Reimbursement Agreement and within ninety (90) days of submitting an invoice for such work to the City.

9.5. **Lindon City Fee Schedule.** Except as set forth above in this Section 9, Developer shall pay on its due date all other established City fees as set forth on the then-current Lindon City Fee Schedule.

9.6. **Greenbelt Taxes.** Developer shall bear all costs of any applicable Utah County greenbelt rollback taxes for any portion of the Property dedicated to the City, including, without limitation, the Dedicated Parks or roads.

9.7. **Water.** As development of the Project occurs, Developer shall transfer to the City such water rights/shares appurtenant to the Property, including, without limitation, such water rights/shares, wells and points of diversion as have historically been used on the Property and those previously documented by the previous property owner and the City. City shall then work with the Utah State Engineer and make necessary application to determine whether the annual quantity or rate of flow of such transferred irrigation water rights are acceptable and whether such water rights may be diverted to City-owned wells or other secondary water facilities. If the irrigation water rights/shares the Utah State Engineer determines can be transferred from Developer to the City are insufficient to meet the City's applicable irrigation water requirements for any Phase, the City may require that Developer provide additional irrigation water rights/shares to satisfy the City's requirements; provided, however, Developer shall not be required to provide additional water rights or shares for any irrigation water that City changes to culinary water use within the City.

9.8. **Pressurized Irrigation System.** Developer shall construct a pressurized irrigation system, including an irrigation water source, for the Project and a connection to the existing City pressurized irrigation system as shown in Exhibit D-2. However, for the first full irrigation season Developer will not be required to construct or install the infrastructure needed to connect to the City's pressurized irrigation system, but will be allowed to construct the project's pressurized irrigation system for those Phases developed in the first full irrigation season so as to be charged with water from the City's culinary water system. Developer's right to connect to the City's culinary water system shall be good for only one (1) irrigation season and the Projects pressurized irrigation system shall be disconnected from the City's culinary water system and shall be connected to the City's pressurized irrigation system before the start of the second full irrigation season.

9.8.1. The pressurized irrigation system installed shall be a metered system with Developer installing separate meters on each Single Family Unit and appropriate meters for the irrigation of common areas maintained by the Homeowners Association(s) and in common areas of the Multi-Family Units.

9.8.2. If Developer charges the pressurized irrigation system with the City's culinary water, it shall make a hard physical disconnection from the City's culinary water system before connecting to and charging the pressurized irrigation system with irrigation water to eliminate any possibility of cross contamination of the City's culinary water system.

9.8.3. In consideration for the right to charge the Project's pressurized irrigation system with culinary water for one irrigation season, Developer agrees to design the Project's pressurized irrigation system so that lines run to the west side of the Project in a manner that will allow the residential development known as Fieldstone to connect to the City's pressurized irrigation system through the Projects' pressurized irrigation system. Also, pumps will be sized to provide adequate pressure to service both the Project and Fieldstone. The parties agree that the Developer shall not be entitled to reimbursement for the costs of installing or upsizing the infrastructure needed to connect and service Fieldstone with the City's pressurized irrigation system.

9.8.4. For purposes of this section the "first full irrigation season" shall mean the irrigation season in which a certificate of occupancy for a Single Family Unit is issued by the City prior to July 1<sup>st</sup> of the year in which the certificate of occupancy is issued. By way of example, if an certificate of occupancy is issued before July 1, 2016, the first full season would be the 2016 irrigation season, but if a certificate of occupancy is issued between July 1<sup>st</sup> and December 31<sup>st</sup> of 2016, the first full irrigation season would be the 2017 irrigation season.

9.8.5. Due to the unique characteristics of the pressurized irrigation system in the Project, users in the Project area may be subject to a different rate structure for irrigation water than users in the other areas of the City.

9.8.6. While the Project's pressurized irrigation system is connected to the City's culinary system, users of the Project's pressurized irrigation system will pay for any water used at the City's then current rates for culinary water.

10. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, police, fire and other emergency services.

11. **Future Property Which May be Included in this MDA.** If Developer acquires any additional adjacent property that is not within the Property then such future property may be added to this MDA upon approval by the Council. In such an event, those elements and approvals pertaining to the future property will be consistent with those associated with the Property.

12. **City Code and Policies.** All provisions of the City Code and the City's Land Development Policies shall govern the Project unless otherwise specifically modified in this MDA.

### 13. **Default.**

13.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party.

13.2. **Contents of the Notice of Default.** The Notice of Default shall:

- (a) Claim of Default. Specify the claimed event of Default;
- (b) Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;
- (c) Specify Materiality. Identify why the Default is claimed to be material; and
- (d) Optional Proposed Cure. If the City or Developer chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days in duration.

13.3. **Meet and Confer, Mediation.** Upon the issuance of a Notice of Default, the parties shall engage in the “Meet and Confer”. If the issue is not resolved during the “Meet and Confer” process, the parties shall engage in a mediation process as set forth above in Section 5.3.

13.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by mediation then the parties may have the following remedies:

13.4.1. Legal Remedies. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages; provided, however, Developer shall not pursue an action for monetary damages, except under the following circumstances: (i) any default by the City for non-payment of funds by the City, (ii) any default arising from fraud, bad faith, or gross negligence by the City, and/or (iii) any default arising from the City where specific performance is unavailable as a remedy.

13.4.2. Self-help. In the event of a default by the City, to the extent possible, Developer shall perform the City’s obligations, constructed to industry standard. In such an event, the City shall reimburse Developer for the costs incurred associated with the performance of the City’s obligations within thirty (30) days after written demand. If the City fails to reimburse Developer within such thirty (30) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the City to Developer is not paid within ninety (90) days after such amount is due, Developer shall have the right to exercise any remedies available under this MDA, at law or in equity against the City and/or obtain reimbursement through a Reimbursement Agreement.

13.4.3. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.4.4. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

13.5. **Public Meeting.** Before any remedy in this Section 13 may be imposed by the City the party against which the Default is alleged shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

13.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a default materially impairing and creating a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of this Section 13 without the requirements set forth above in this Section 13. The City shall give Notice to Developer of any public meeting at which an emergency default is to be considered and Developer shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

13.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

13.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

14. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To Developer:**

Ivory Development, LLC  
Attn: Ken Watson  
978 Woodoak Lane  
Salt Lake City, Utah 84117

Kirton McConkie  
Attn: Ben Hathaway and Tyler Buswell  
50 E. South Temple  
Salt Lake City, Utah 84111

**To the City:**

City of Lindon  
Attn: Adam Cowie  
100 North State Street  
Lindon, Utah 84042

Hansen Wright  
Attn: Brian Haws  
233 S. Pleasant Grove Blvd., Suite 202  
Pleasant Grove, Utah 84062

Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice, (ii) its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice, or (iii) on the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

15. **Estoppel Certificate.** Upon ten (10) calendar days prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that Developer, as the case may be, at that time is not in default of the terms of this MDA.

16. **Attorneys' Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

17. **Entire Agreement.** This MDA (including all Exhibits attached hereto) is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

18. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

19. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

20. **Assignability.** The rights, responsibilities, benefits, obligations, and burdens of Developer under this MDA may be assigned in whole or in part by Developer upon providing the City prior written notice. Developer may not assign any portion of this MDA without first securing and providing to the City an express written acceptance by the assignee of all obligations and burdens which have been, or may hereafter be, created under this MDA, including the acceptance of all real, personal, tangible and intangible burdens and obligations.

20.1. **Certain Sales not an Assignment.** Developer's selling or conveying lots in any approved Subdivision to users shall not be deemed to be an "assignment" subject to the above-referenced notice to the City unless specifically designated as such an assignment by Developer.

20.2. **Related Party Transfer.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced conditions unless specifically designated as such an assignment by Developer. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

20.3. **Notice.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

20.4. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities as it relates to any Phase within the Property then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

20.5. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

21. **Binding Effect.** If Developer sells or conveys portions of the Property as permitted in Section 20, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. The City agrees that this MDA is a contract and contains contractual obligations of the City, and is fully enforceable and binding upon the City.

22. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

23. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect; provided, however, if any of the City's representations, covenants, agreements, or obligations are invalidated, Developer shall have the right, in its sole and absolute discretion, to terminate this MDA and/or pursue any remedies available under this MDA.

24. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

25. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

26. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be Adam Cowie and the initial representative for Developer shall be Ken Watson. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

27. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

28. **Applicable Law.** This MDA is entered into in the City of Lindon, Utah County, State of Utah, and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

29. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

30. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land.

31. **Authority/Approval by Resolution.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. 2016-7-R adopted by the City on February 16, 2016.

32. **Effectiveness of MDA.** This MDA shall be effective as of the Effective Date.

[Signatures and Acknowledgements to Follow]

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

DEVELOPER:

Ivory Development, LLC,  
a Utah limited liability company

Christ P. Gemvroulas  
By: CHRISTOPHER P. GEMVROULAS

Its: PRESIDENT

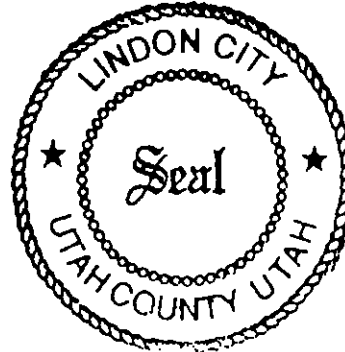
CITY:

City of Lindon,  
a Utah municipal corporation

Jeff Acerson  
By: JEFF ACERSON  
LINDON CITY MAYOR

ATTEST:

Kathryn Moosman  
KATHRYN MOOSMAN  
LINDON CITY RECORDER



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 6<sup>th</sup> day of June, 2016, personally appeared before me Christopher Gemvroulas who, being by me duly sworn, did say that he is the President of Ivory Development, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Kathryn A. Moosman  
NOTARY PUBLIC





OWNER'S CONSENT

Boyd Anderson & Sons Company, a Utah corporation, as the owner of record of a portion of the real property described in Exhibit A, consents to the recording of this MDA against the Property, understanding that this MDA will run with the land according to the terms and provisions set forth in this MDA.

Boyd Anderson & Sons Company,  
a Utah corporation

Ron K Anderson

By: Ron K Anderson

Its: President

STATE OF UTAH )

:ss.

COUNTY OF Utah )

On the 2nd day of June, 2016, personally appeared before me Ron K Anderson, who, being by me duly sworn, did say that he is the President of Boyd Anderson & Sons Company, a Utah corporation, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Kathryn A Moosman  
NOTARY PUBLIC



OWNER'S CONSENT

J. Kent Anderson and Janet Anderson Trust, as the owner of record of a portion of the real property described in Exhibit A, consents to the recording of this MDA against the Property, understanding that this MDA will run with the land according to the terms and provisions set forth in this MDA.

J. KENT ANDERSON AND JANET  
ANDERSON TRUST

By: J Kent Anderson

Name: J Kent Anderson

Its: Trustee

By: Janet Anderson

Name: Janet W. Anderson

Its: trustee

By: Ron K Anderson

Name: Ron K Anderson

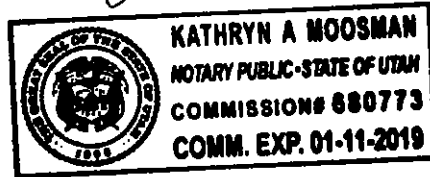
Its: Trustee

[Acknowledgements to Follow]

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

On the 2<sup>nd</sup> day of June, 2016, personally appeared before me J. Kent Anderson who, being by me duly sworn, did say that he/she is the Trustee of J. Kent Anderson and Janet Anderson Trust, and that the foregoing instrument was duly authorized by the trust.

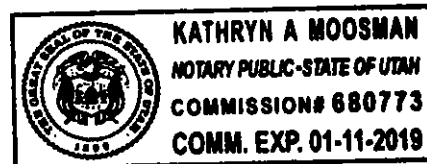
Kathryn A. Moosman  
NOTARY PUBLIC



STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

On the 2<sup>nd</sup> day of June, 2016, personally appeared before me Janet Anderson who, being by me duly sworn, did say that he/she is the Trustee of J. Kent Anderson and Janet Anderson Trust, and that the foregoing instrument was duly authorized by the trust.

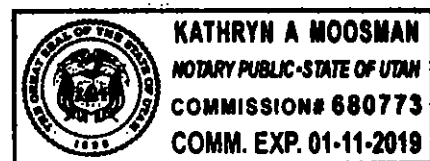
Kathryn A. Moosman  
NOTARY PUBLIC



STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Utah )

On the 2<sup>nd</sup> day of June, 2016, personally appeared before me Ron K. Anderson who, being by me duly sworn, did say that he/she is the Trustee of J. Kent Anderson and Janet Anderson Trust, and that the foregoing instrument was duly authorized by the trust.

Kathryn A. Moosman  
NOTARY PUBLIC



## TABLE OF EXHIBITS

Exhibit "A":	Legal Description of Property
Exhibit "B":	Property Concept Plan
Exhibit "C":	Proposed Layout of Parcels
Exhibit "D":	Infrastructure Plan
Exhibit "E":	Example of Modified Property Concept Plan
Exhibit "F":	Example of Multi-Family Phase Development
Exhibit "G":	Anderson Blvd. Completion Requirements
Exhibit "H":	Depiction of Regional Park
Exhibit "I":	Form of Landscape Maintenance Easement Agreement
Exhibit "J"	Street Cross Sections
Exhibit "K"	Minimum Lot Sizes and Lot Setbacks

**Exhibit "A"****[Legal Description of Property]**Parcel 1

A portion of Sections 29, 30, 31 & 32, Township 5 South, Range 2 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at the Northeast corner of Plat "A", Creekside Village Subdivision, said point being S0°10'09"E 2272.61 feet and East 527.03 feet from the West 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along the south line of that real property described in deed 2661:1996 in the office of the Utah County Recorder the following three (3) courses: N88°07'40"E 45.00 feet; thence N88°23'43"E 491.43 feet; thence N87°56'18"E 2187.55 feet; thence S32°23'59"E 35.75 feet; thence N82°11'23"E 10.00 feet to the west line of the Union Pacific Railroad; thence S7°48'37"E along said railroad line 842.95 feet to the north line of Anderson Lane Right-of-way; thence along said line the following three (3) courses: S85°39'02"W 815.81 feet; thence S85°43'34"W 913.44 feet; thence S85°43'34"W 120.62 feet; thence S1°20'20"W 41.60 feet; thence S86°13'15"W 767.01 feet; thence S0°30'45"E 653.00 feet; thence S88°24'45"E 742.22 feet; thence S25°34'00"W along the real property described in deed Entry No. 25833:1986 in the office of the Utah County Recorder 341.14 feet; thence S0°26'26"W 1289.08 feet; thence N89°45'20"W along the north line of 180 North Street 1162.91 feet to the easterly line of Interstate 15; thence N49°51'55"W along said line 1073.64 feet; thence N1°13'21"E along the real property described in deed Entry No. 130706:2002 in the office of the Utah County Recorder 395.53 feet to the southeast corner of Plat "A", Goodfellow Corporation Subdivision; thence N2°38'11"W along the east line of said subdivision 360.77 feet to the southerly line of Plat "A", Creekside Village Subdivision; thence along said subdivision line the following four (4) courses: N89°56'29"E 75.15 feet; thence along the arc of a 573.00 foot radius non-tangent curve (radius bears: N75°41'24"E) to the right 143.11 feet through a central angle of 14°18'36" (chord: N7°09'18"W 142.74 feet); thence North 147.31 feet; thence N87°01'18"E 19.03 feet; thence along the south line and extension thereof of Plat "A", Creekside Retirement Subdivision the following five (5) courses: N87°56'36"E 306.66 feet; thence N87°31'17"E 235.88 feet; thence N87°39'04"E 273.44 feet; thence N88°53'51"E 74.33 feet; thence N0°15'51"E 2.18 feet; thence along the south & east lines of Plat "A", Newbury Business Park the following two (2) courses: N88°02'37"E 193.20 feet; thence N0°13'52"W 504.48 feet; thence along the easterly line of Plat "A" Creekside Village Subdivision the following three (3) courses: N84°33'03"E 2.01 feet; thence N2°42'51"E 30.90 feet; thence N0°51'46"W 950.52 feet to the point of beginning.

Parcel 2

A portion of Section 29, Township 5 South, Range 2 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the south line of that real property described in Deed Entry No. 2661:1996 in the official records of Utah County, said point being located S0°10'09"E 2238.38 feet and East 1591.05 feet from the West 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence N0°59'39"W 485.61 feet to the south line of 700 North Street; thence N88°54'21"E along said south line 85.00 feet; thence S0°59'39"E 484.18

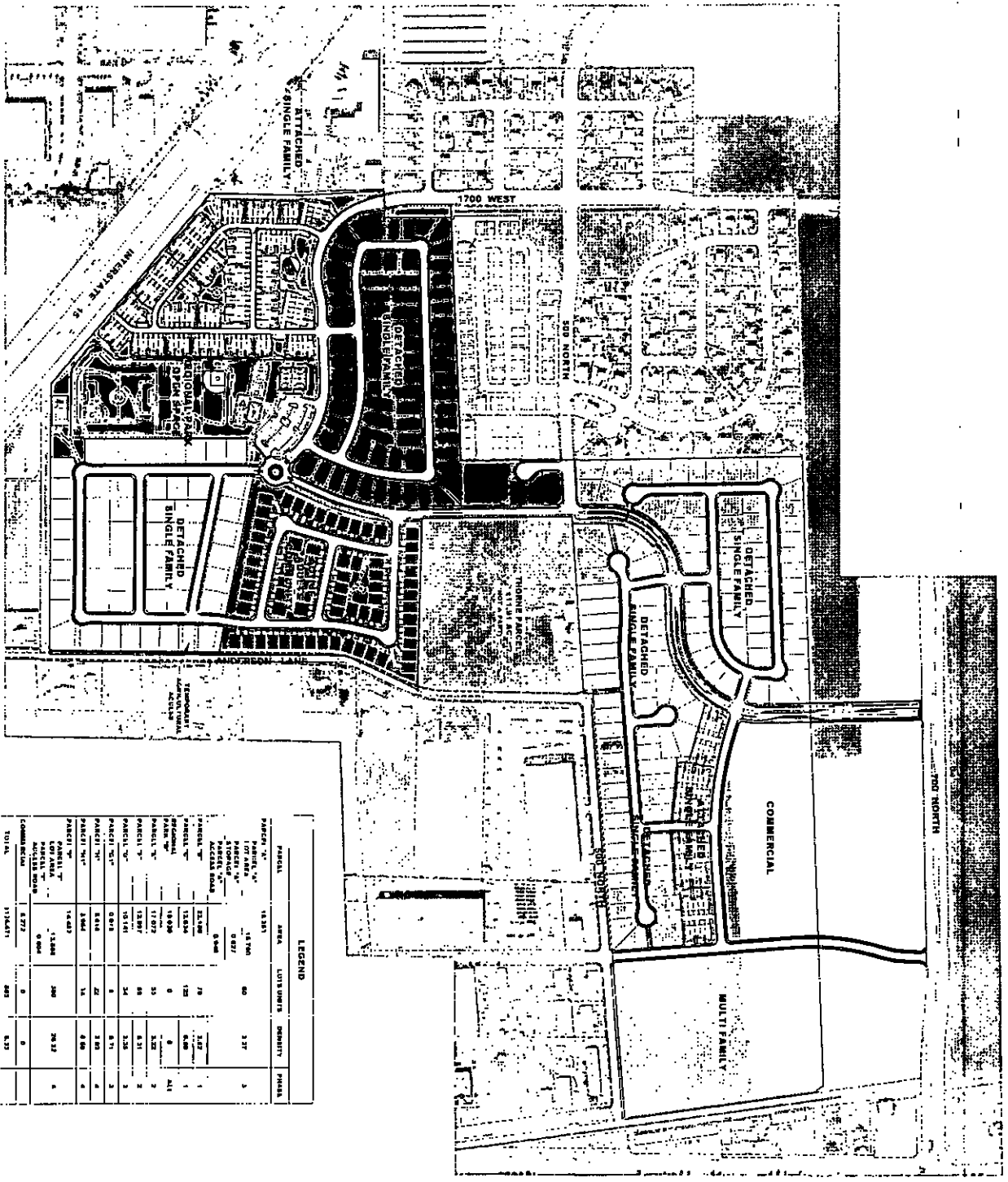
feet to the south line of said real property; thence S87°56'18"W 85.01 feet to the point of beginning.

Parcel 3

A portion of Section 29, Township 5 South, Range 2 East, Salt Lake Base & Meridian and being more particularly described as follows:

Beginning at a point on the south line of that real property described in Deed Entry No. 2661:1996 in the official records of Utah County, said point being located S0°10'09"E 2202.20 feet and East 2596.21 feet from the West 1/4 Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 1030.00 foot radius non-tangent curve (radius bears: S88°48'45"E) to the right 301.31 feet through a central angle of 16°45'40" (chord: N9°34'05"E 300.24 feet); thence along the arc of a 272.50 foot radius curve to the left 71.54 feet through a central angle of 15°02'34" (chord: N10°25'38"E 71.34 feet); thence N2°54'21"E 94.89 feet; thence N42°05'39"W 11.94 feet to the south line of 700 North Street; thence along said south line the following two (2) courses: N88°54'21"E 71.00 feet; thence along the arc of a 1799.00 foot radius curve to the right 6.46 feet through a central angle of 0°12'21" (chord: N89°00'32"E 6.46 feet); thence S47°54'21"W 19.57 feet; thence S2°54'21"W 94.89 feet; thence along the arc of a 327.50 foot radius curve to the right 85.98 feet through a central angle of 15°02'34" (chord: S10°25'38"W 85.74 feet); thence along the arc of a 975.00 foot radius curve to the left 282.10 feet through a central angle of 16°34'40" (chord: S9°39'35"W 281.12 feet) to the south line of said real property; thence S87°56'18"W along said line 55.09 feet to the point of beginning.

**Exhibit "B"**  
[Property Concept Plan]



LEGEND			
PARCEL #	AREA	LOT/DWTS	PROPERTY
PARCEL # 1	18.700	80	3.27
PARCEL # 2	0.827		
PARCEL # 3	0.848		
PARCEL # 4	0.848		
PARCEL # 5	0.848		
PARCEL # 6	0.848		
PARCEL # 7	0.848		
PARCEL # 8	0.848		
PARCEL # 9	0.848		
PARCEL # 10	0.848		
PARCEL # 11	0.848		
PARCEL # 12	0.848		
PARCEL # 13	0.848		
PARCEL # 14	0.848		
PARCEL # 15	0.848		
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PARCEL # 25	0.848		
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PARCEL # 98	0.848		
PARCEL # 99	0.848		
PARCEL # 100	0.848		
TOTAL	111.6473	800	5.27

**IVORY HOMES**  
 THE REALTY GROUP  
 1000 W. 1000 S. SUITE 100  
 SALT LAKE CITY, UT 84119  
 (801) 488-1111



**ANDERSON FARMS**  
 LINDON, UTAH

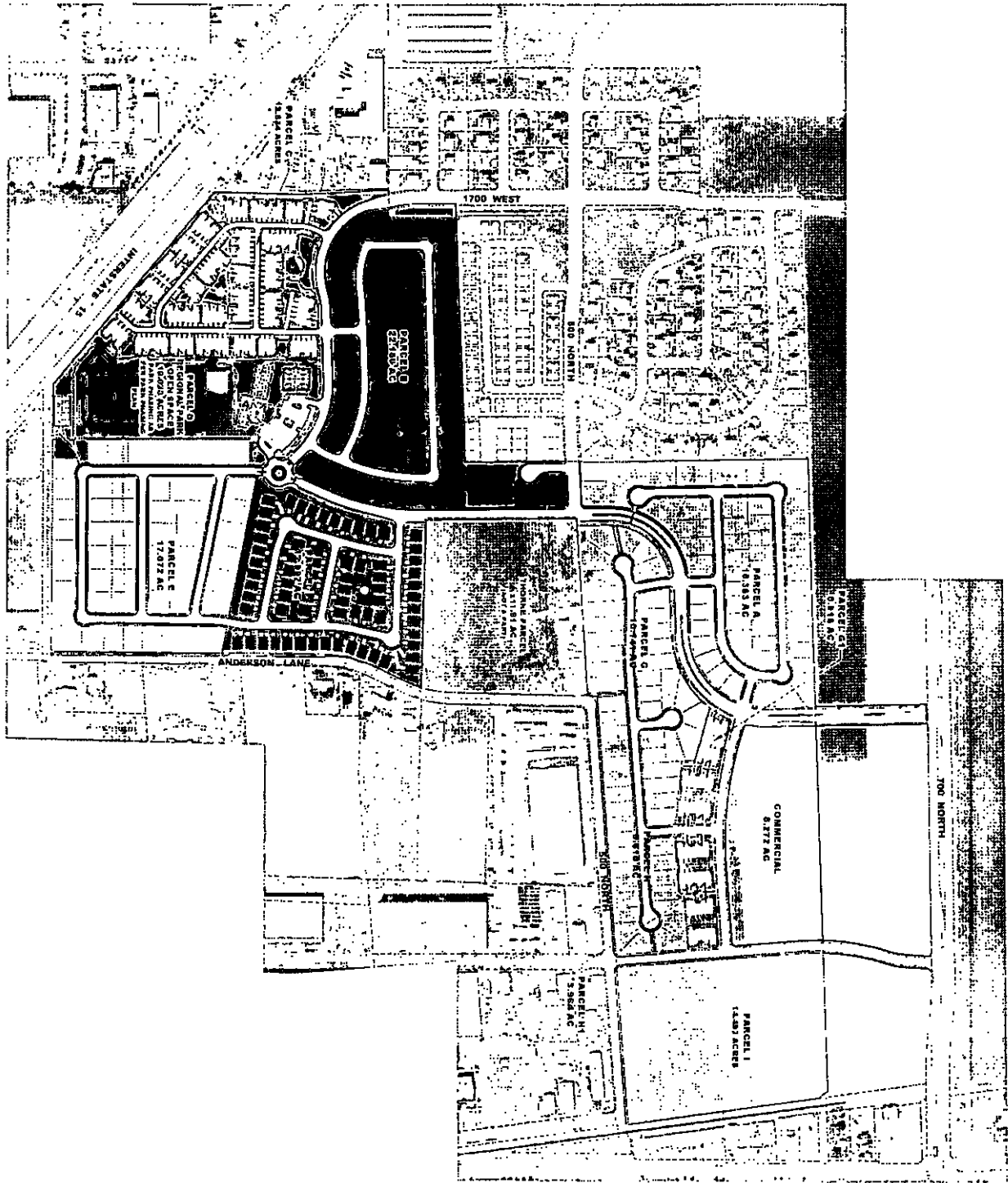
**EXHIBIT B - PROPERTY CONCEPT PLAN**

**LPI**  
 A STATE LICENSED FIRM  
 ENGINEERS  
 SURVEYORS  
 PLANNERS  
 1000 W. 1000 S. SUITE 100  
 SALT LAKE CITY, UT 84119  
 (801) 488-1111  
 WWW.LPI-UTAH.COM

2015-2016  
 BLS  
 (801) 488-1111  
 1000 W. 1000 S.  
 SALT LAKE CITY, UT 84119  
 52-2016



**Exhibit "C"**  
[Proposed Layout of Parcels]



**IVORY HOMES**  
 200 W. 1000 N.  
 SALT LAKE CITY, UT 84119



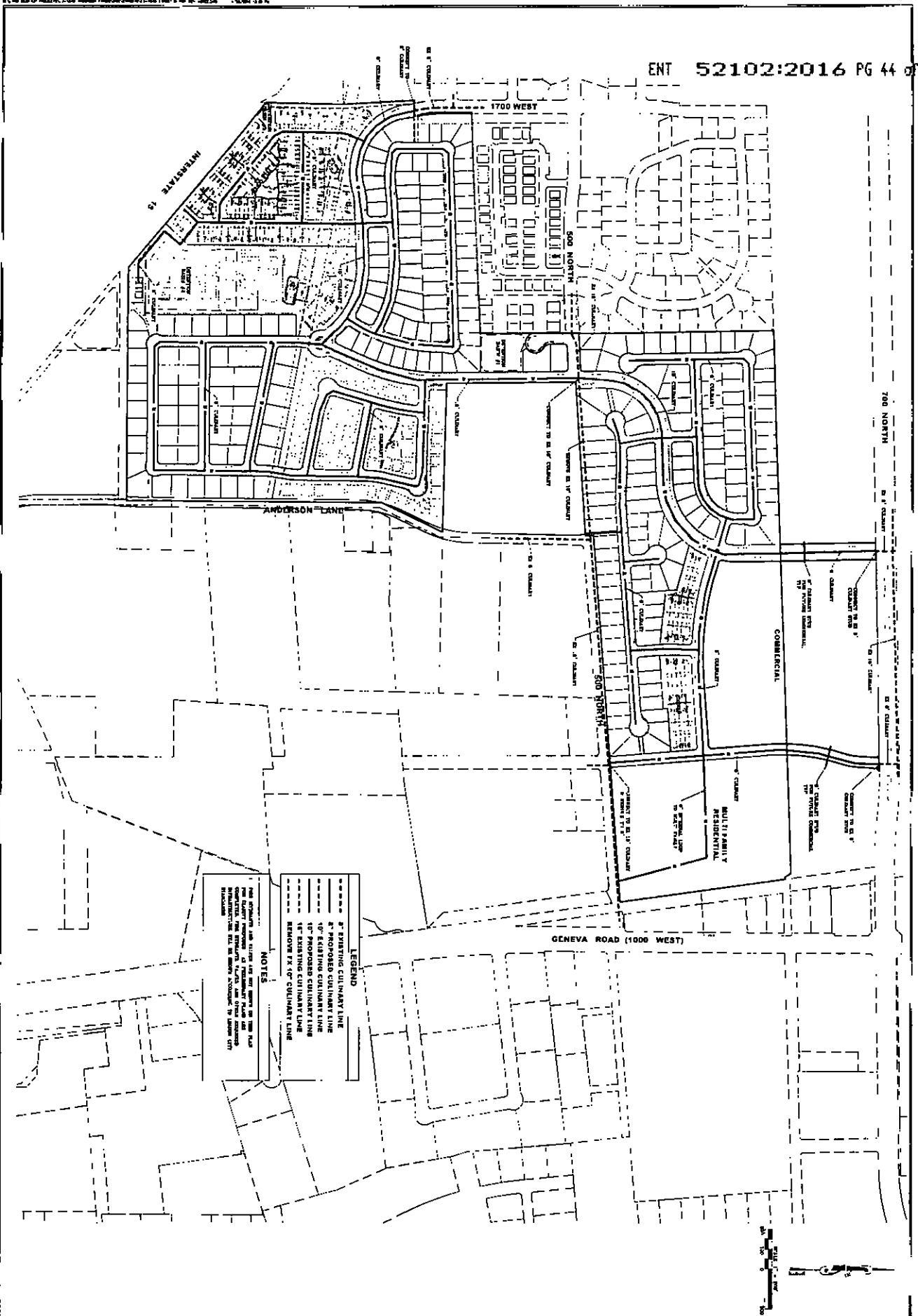
**ANDERSON FARMS**  
 LINDON, UTAH

**EXHIBIT C - PROPOSED LAYOUT OF PARCELS**

**LPI**  
 LEED CERTIFIED  
 ENGINEERS  
 SUPERVISORS  
 PLANNERS  
 3802 N. 9000 SOUTH  
 SUITE 200  
 SALT LAKE CITY, UT 84124  
 TEL: (801) 788-5500  
 FAX: (801) 788-5505  
 WWW.LPI-UTAH.COM

NO.	DATE	DESCRIPTION
1	2013-11-14	INITIAL DESIGN
2	2014-01-15	REVISIONS
3	2014-03-10	REVISIONS
4	2014-05-01	REVISIONS
5	2014-07-15	REVISIONS
6	2014-09-01	REVISIONS
7	2014-11-15	REVISIONS
8	2015-01-15	REVISIONS
9	2015-03-15	REVISIONS
10	2015-05-15	REVISIONS
11	2015-07-15	REVISIONS
12	2015-09-15	REVISIONS
13	2015-11-15	REVISIONS
14	2016-01-15	REVISIONS
15	2016-03-15	REVISIONS
16	2016-05-15	REVISIONS
17	2016-07-15	REVISIONS
18	2016-09-15	REVISIONS
19	2016-11-15	REVISIONS
20	2017-01-15	REVISIONS
21	2017-03-15	REVISIONS
22	2017-05-15	REVISIONS
23	2017-07-15	REVISIONS
24	2017-09-15	REVISIONS
25	2017-11-15	REVISIONS
26	2018-01-15	REVISIONS
27	2018-03-15	REVISIONS
28	2018-05-15	REVISIONS
29	2018-07-15	REVISIONS
30	2018-09-15	REVISIONS
31	2018-11-15	REVISIONS
32	2019-01-15	REVISIONS
33	2019-03-15	REVISIONS
34	2019-05-15	REVISIONS
35	2019-07-15	REVISIONS
36	2019-09-15	REVISIONS
37	2019-11-15	REVISIONS
38	2020-01-15	REVISIONS
39	2020-03-15	REVISIONS
40	2020-05-15	REVISIONS
41	2020-07-15	REVISIONS
42	2020-09-15	REVISIONS
43	2020-11-15	REVISIONS
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45	2021-03-15	REVISIONS
46	2021-05-15	REVISIONS
47	2021-07-15	REVISIONS
48	2021-09-15	REVISIONS
49	2021-11-15	REVISIONS
50	2022-01-15	REVISIONS
51	2022-03-15	REVISIONS
52	2022-05-15	REVISIONS
53	2022-07-15	REVISIONS
54	2022-09-15	REVISIONS
55	2022-11-15	REVISIONS
56	2023-01-15	REVISIONS
57	2023-03-15	REVISIONS
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92	2029-01-15	REVISIONS
93	2029-03-15	REVISIONS
94	2029-05-15	REVISIONS
95	2029-07-15	REVISIONS
96	2029-09-15	REVISIONS
97	2029-11-15	REVISIONS
98	2030-01-15	REVISIONS
99	2030-03-15	REVISIONS
100	2030-05-15	REVISIONS

**Exhibit "D"**  
[Infrastructure Plan]

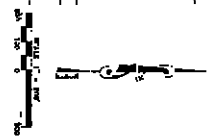


**LEGEND**

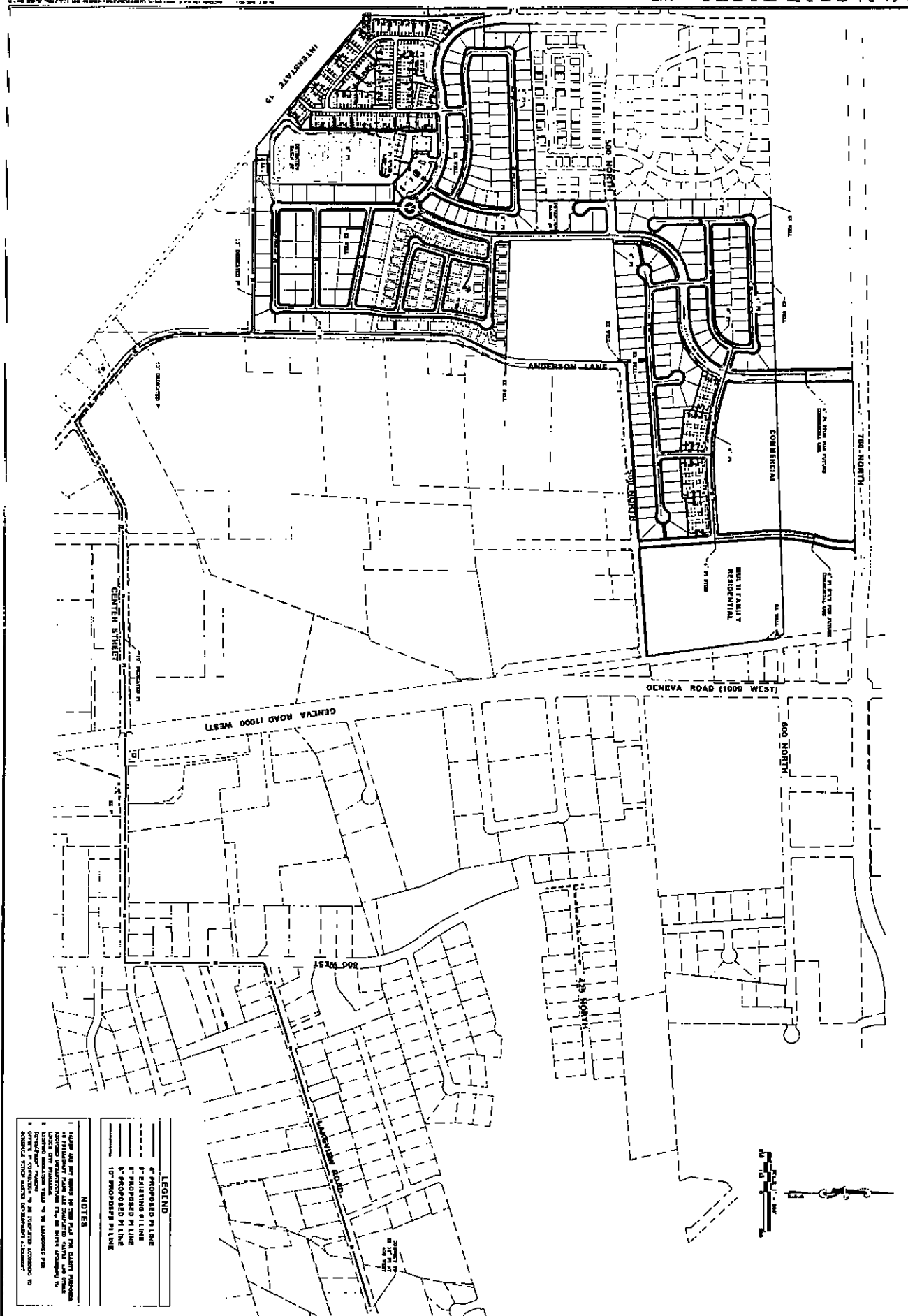
- 24" EXISTING CULINARY LINE
- 24" PROPOSED CULINARY LINE
- 40" EXISTING CULINARY LINE
- 40" PROPOSED CULINARY LINE
- 18" EXISTING CULINARY LINE
- 18" PROPOSED CULINARY LINE
- 12" EXISTING CULINARY LINE
- 12" PROPOSED CULINARY LINE

**NOTES**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. ALL DIMENSIONS AND LOCATIONS SHALL BE VERIFIED BY SURVEYING METHODS. THE PROVISIONS OF THE UTAH ZONING ORDINANCES SHALL BE STRICTLY ENFORCED BY THE CITY ENGINEER.



<p><b>D-1</b></p>	<p><b>ANDERSON FARMS</b> LINDOM, UTAH</p> <p><b>EXHIBIT D-1, INFRASTRUCTURE PLAN</b> <b>CULINARY MASTER PLAN</b></p>	<p><b>LPT</b></p> <p>LEICHTENBERG PARTNERS ENGINEERS SURVEYORS PLANNERS</p> <p>3625 N. MIDWAY BLVD. SALT LAKE CITY, UT 84119 PHONE: 313.488.2025 FAX: 313.488.2025 WWW.LPT.COM</p>
-------------------	--	--



**LEGEND**

- 4" PROPOSED P.I. LINE
- 6" EXISTING P.I. LINE
- 6" PROPOSED P.I. LINE
- 8" PROPOSED P.I. LINE
- 10" PROPOSED P.I. LINE

**NOTES**

1. THIS PLAN IS FOR THE PROPOSED IRRIGATION SYSTEM AND DOES NOT REPRESENT THE EXISTING IRRIGATION SYSTEM.
2. THE EXISTING IRRIGATION SYSTEM IS SHOWN FOR REFERENCE ONLY.
3. THE PROPOSED IRRIGATION SYSTEM IS SHOWN IN THE COLOR SHOWN.
4. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT.
5. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE STATE ENGINEER.
6. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE FEDERAL GOVERNMENT.
7. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF AGRICULTURE.
8. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF THE INTERIOR.
9. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF COMMERCE.
10. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF JUSTICE.
11. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF LABOR.
12. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES.
13. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF EDUCATION.
14. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF ENERGY.
15. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION.
16. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
17. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, FORESTRY AND RURAL DEVELOPMENT.
18. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, FORESTRY AND RURAL DEVELOPMENT.
19. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, FORESTRY AND RURAL DEVELOPMENT.
20. THE PROPOSED IRRIGATION SYSTEM IS SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, FORESTRY AND RURAL DEVELOPMENT.

**ANDERSON FARMS**  
LINDON, UTAH

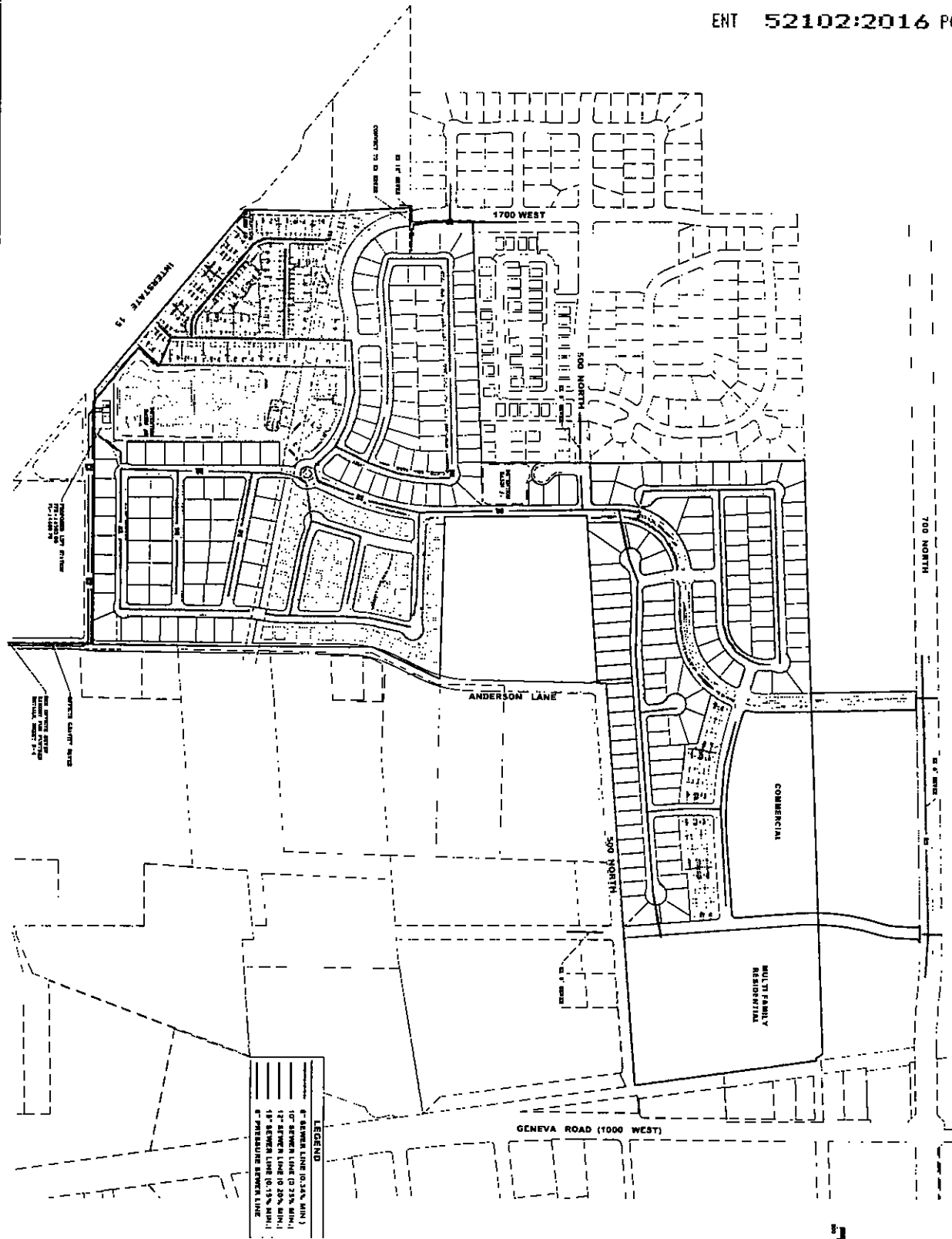
**EXHIBIT D-2, INFRASTRUCTURE PLAN**  
**PRESSURE IRRIGATION MASTER PLAN**

**LBI**  
L.B. INGLETT & COMPANY  
ENGINEERS  
SURVEYORS  
PLANNERS

2021 S. MAIN STREET  
SUITE 100, LINDON, UT 84042  
PHONE: 801.734.8888  
FAX: 801.734.8889  
WWW.LBIENGINEERS.COM

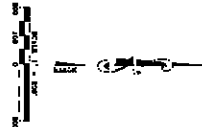
**D-2**

DATE: 02/18/16  
SCALE: AS SHOWN  
BY: J. W. HARRIS  
CHECKED: J. W. HARRIS  
DATE: 02/18/16



**LEGEND**

- 6" SEWER LINE (0.25% MIN.)
- 8" SEWER LINE (0.25% MIN.)
- 12" SEWER LINE (0.25% MIN.)
- 15" SEWER LINE (0.25% MIN.)
- 18" SEWER LINE (0.25% MIN.)
- 24" PRESSURE SEWER LINE



<b>D-3</b>	DATE	2013.10.16
	BY	RLS
LINDON, UTAH	PROJECT	ANDERSON FARMS
	CLIENT	ANDERSON FARMS
SCALE	AS SHOWN	
DATE	2013.10.16	
BY	RLS	
CHECKED	RLS	
DATE	2013.10.16	
BY	RLS	
CHECKED	RLS	
DATE	2013.10.16	
BY	RLS	
CHECKED	RLS	
DATE	2013.10.16	

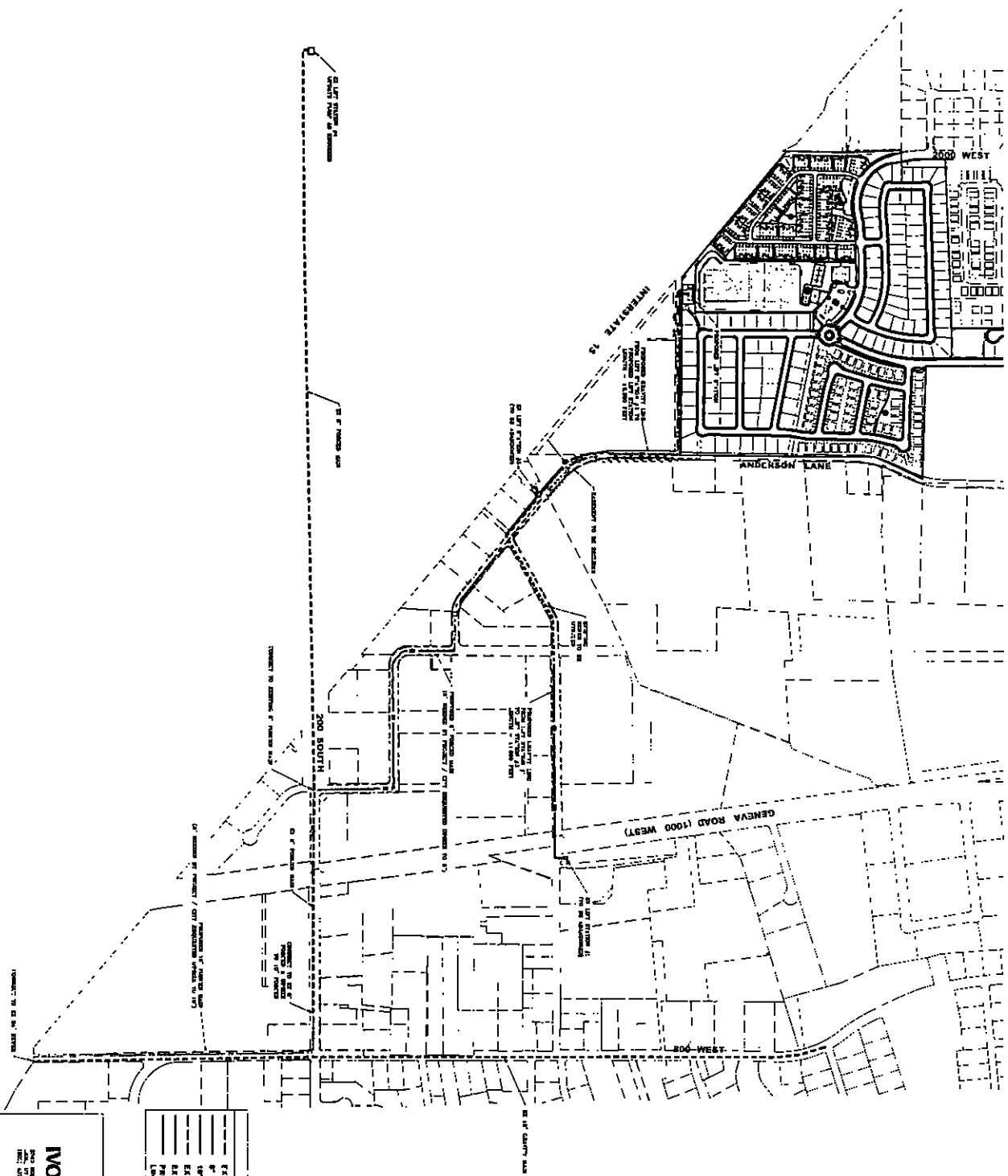
**ANDERSON FARMS**  
LINDON, UTAH

**EXHIBIT D-3, INFRASTRUCTURE PLAN**  
**SEWER MASTER PLAN**

**LPI**

**ENGINEERS**  
**PLANNERS**

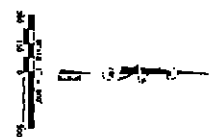
100 N. 1000 WEST  
LINDON, UTAH 84042  
TEL: 801.734.1000  
WWW.LPI-UTAH.COM



**LEGEND**

- 12" P PRESSURE SEWER LINE
- 18" P PRESSURE SEWER LINE
- 12" S SEWER LINE
- 18" S SEWER LINE
- 12" S QUANTITY SEWER LINE
- 18" S QUANTITY SEWER LINE
- 12" S QUANTITY SEWER LINE
- 18" S QUANTITY SEWER LINE
- LAND USE TO BE DETERMINED

**IVORY HOMES**  
 1000 WEST CENTER STREET  
 SALT LAKE CITY, UT 84119



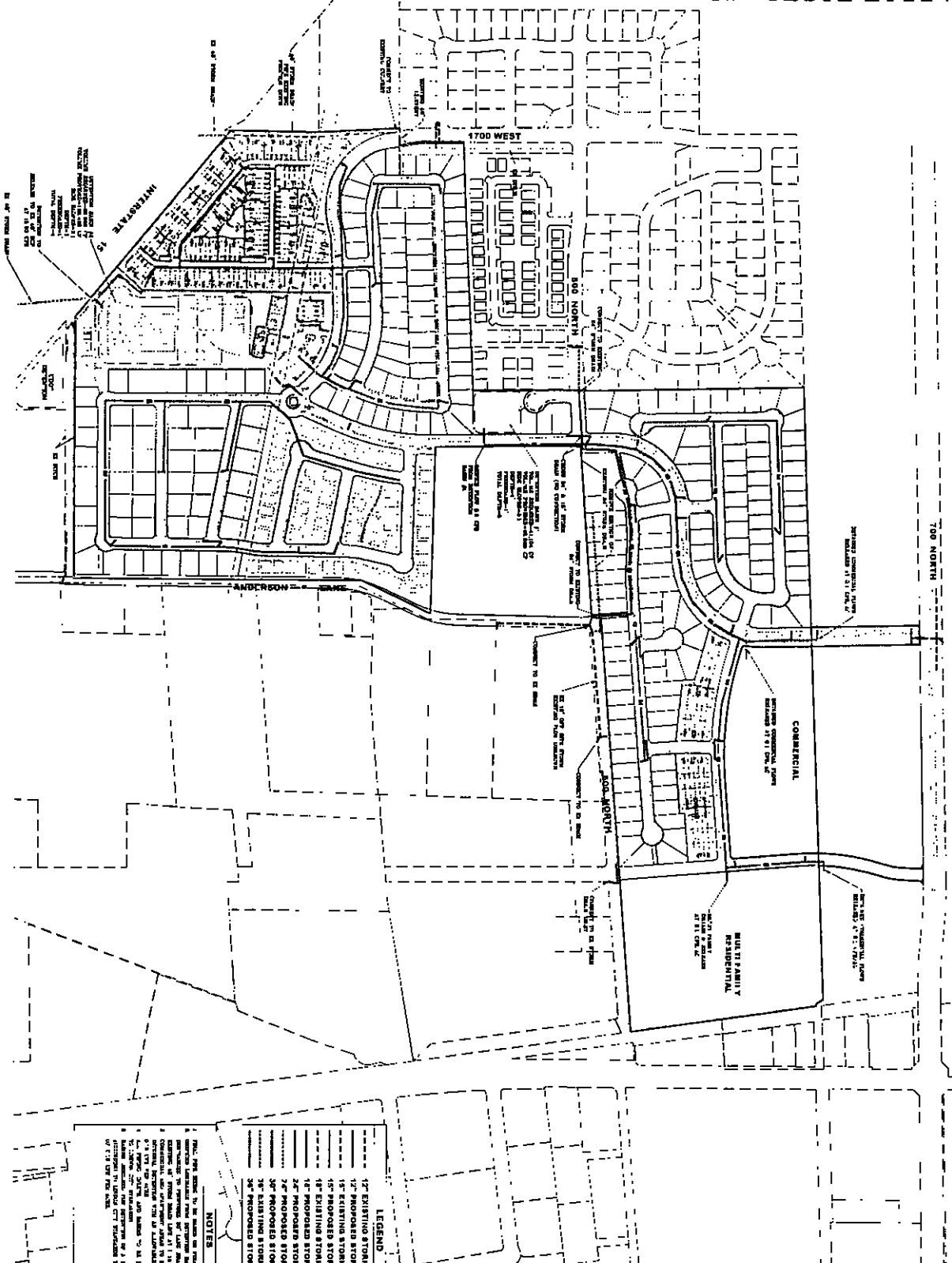
**ANDERSON FARMS**  
 LINDON, UTAH  
**EXHIBIT D-4, INFRASTRUCTURE PLAN**  
**OFF-SITE SEWER MASTER PLAN**

**LEI**  
 ENGINEERS  
 SURVEYORS  
 PLANNERS

3000 N. MAIN ST. SUITE 100  
 SALT LAKE CITY, UT 84119  
 TEL: 313.288.8888  
 FAX: 313.288.8888  
 WWW.LEIENGINEERS.COM

**D-4**

DATE: 07/13/16  
 SCALE: AS SHOWN  
 SHEET NO. 11  
 PROJECT NO. 16-0011



**LEGEND**

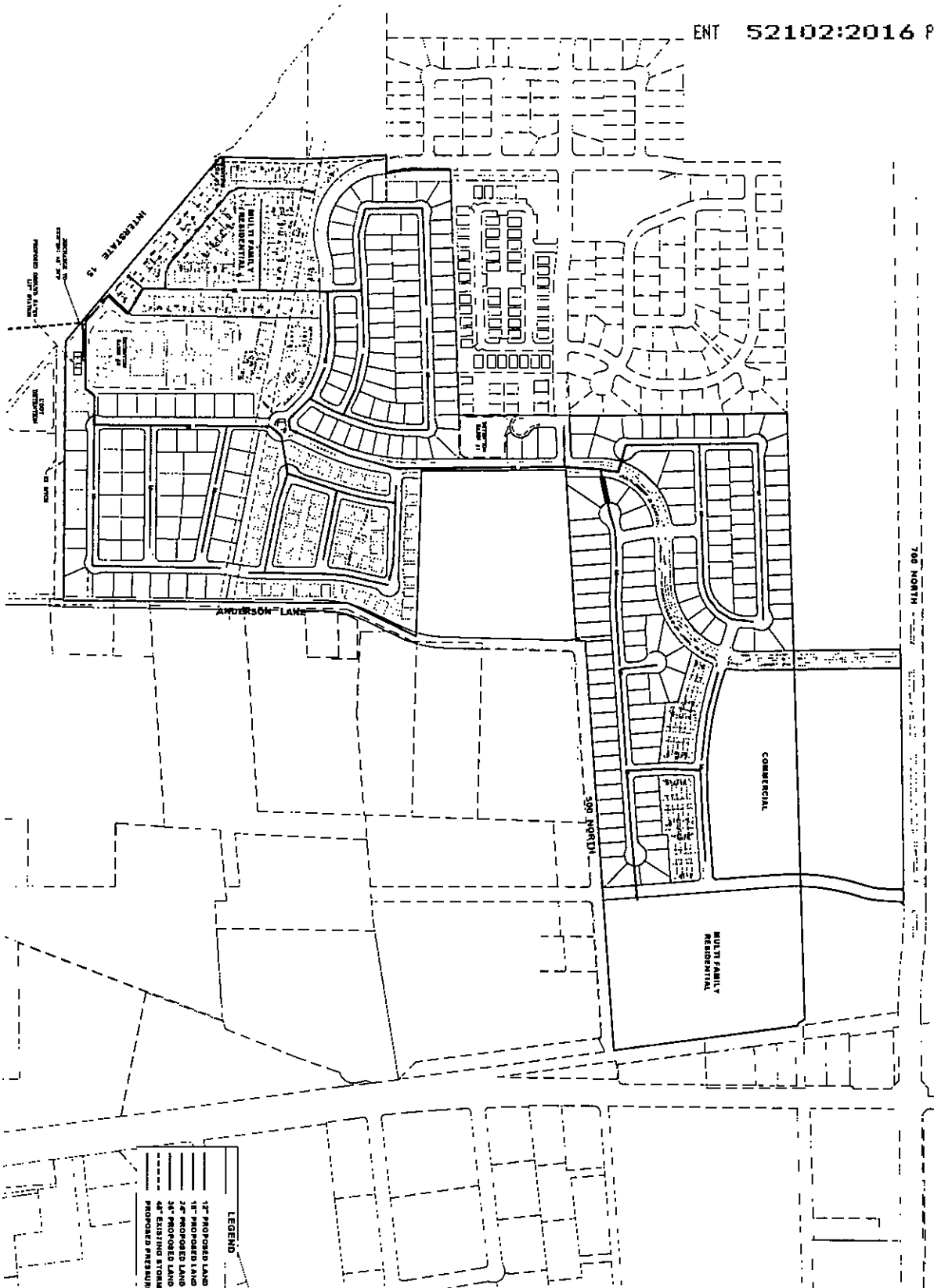
- 12" EXISTING STORM DRAIN LINE
- 18" EXISTING STORM DRAIN LINE
- 18" EXISTING STORM DRAIN LINE
- 18" EXISTING STORM DRAIN LINE
- 18" EXISTING STORM DRAIN LINE
- 24" PROPOSED STORM DRAIN LINE
- 30" PROPOSED STORM DRAIN LINE
- 36" PROPOSED STORM DRAIN LINE
- 36" PROPOSED STORM DRAIN LINE

**NOTES**

1. FINAL PLANS SHALL BE IN ACCORD WITH LOCAL ORDINANCES.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA.
3. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL UTILITIES SHOWN.
4. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL STORM DRAIN LINES SHOWN.
5. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL PROPOSED STORM DRAIN LINES SHOWN.
6. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
7. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
8. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
9. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
10. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
11. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
12. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
13. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
14. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.
15. THE DESIGNER ASSUMES RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING STORM DRAIN LINES SHOWN.

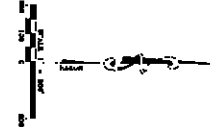






**LEGEND**

- 1" PROPOSED LAND DRAIN LINE
- 1" PROPOSED LAND DRAIN LINE
- 2" PROPOSED LAND DRAIN LINE
- 3" PROPOSED LAND DRAIN LINE
- 4" EXISTING STORM DRAIN LINE
- PROPOSED PRESSURE LAND DRAIN LINE



**D-6**

DATE: 01/11/17  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET NO. 52102-16

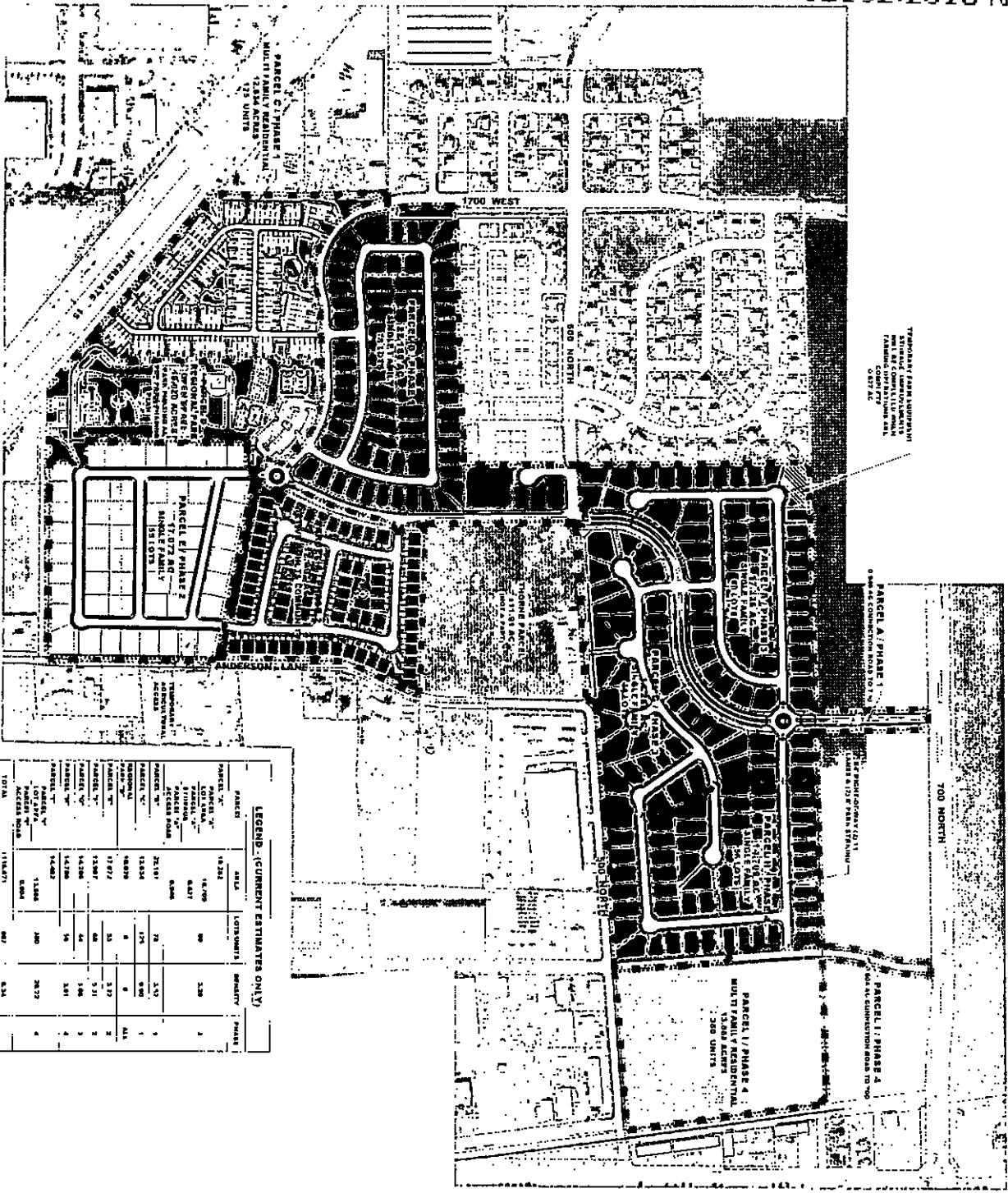
**ANDERSON FARMS**  
 LONDON, UTAH  
**EXHIBIT D-6, INFRASTRUCTURE PLAN**  
**LAND DRAIN MASTER PLAN**

**LEI**  
 ENGINEERS  
 SURVEYORS  
 PLANNERS

3010 N. MAIN STREET  
 SUITE 100  
 LONDON, UT 84301  
 TEL: 437-788-8888  
 FAX: 437-788-8889  
 WWW.LEI-UTAH.COM

**Exhibit “E”**

[Example of Modified Property Concept Plan]



**LEGEND - (CURRENT ESTIMATES ONLY)**

PARCEL	AREA	COUNT	DENSITY	PHASE
PARCEL "A"	16,200	90	2.50	1
PARCEL "B"	6,807	34	2.50	2
PARCEL "C"	12,101	60	2.50	3
PARCEL "D"	13,500	67	2.50	4
PARCEL "E"	17,972	89	2.50	5
TOTAL	67,580	340		



**ANDERSON FARMS**  
LONDON, UTAH

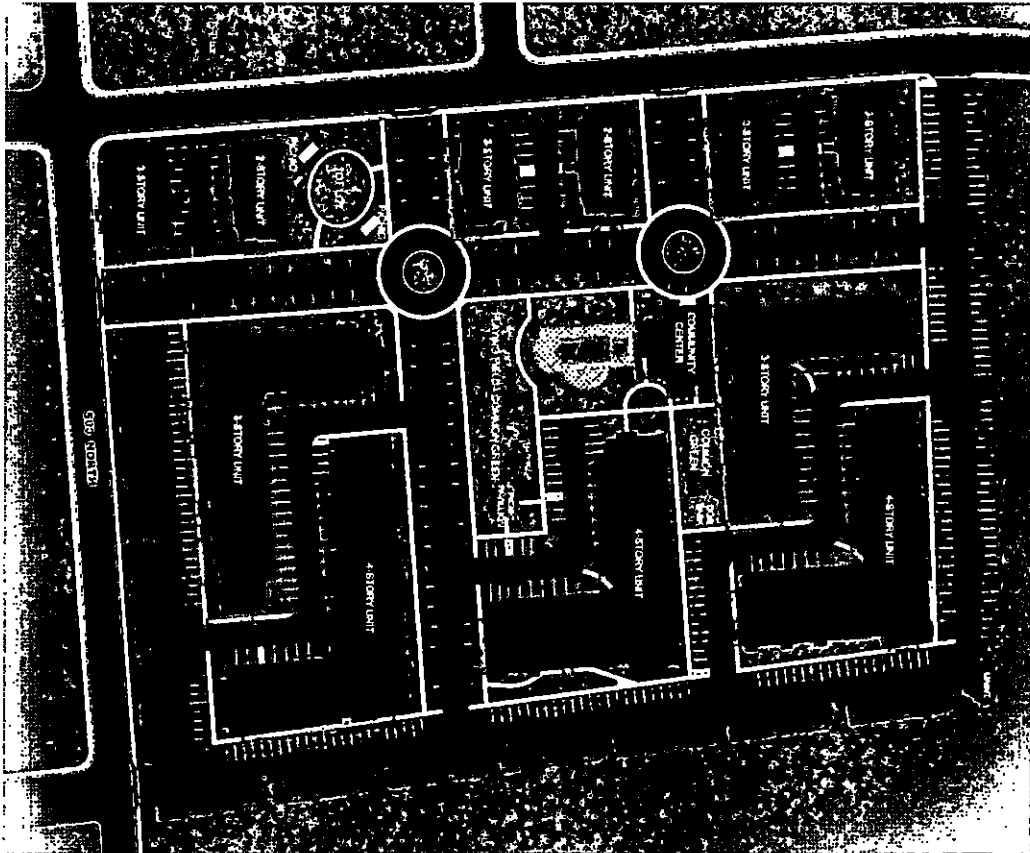
**EXHIBIT E - EXAMPLE OF MODIFIED CONCEPT PLAN**

**LBI**  
LBI ENGINEERS & ARCHITECTS  
PLANNERS  
1122 N. MAIN STREET  
SALT LAKE CITY, UT 84102  
PHONE: 801.466.1000  
FAX: 801.466.1001  
WWW.LBIENGINEERS.COM

DATE: 08/11/2016  
SCALE: AS SHOWN  
SHEET NO: 51 OF 66  
PROJECT NO: 16-001  
DRAWN BY: JLM  
CHECKED BY: JLM  
APPROVED BY: JLM

**Exhibit "F"**

[Example of Multi-Family Phase Development]



**TABULATIONS**

1. 11th and 12th floor units

2. 3-story units

3. 4-story units

4. 5-story units

**IVORY HOMES**  
 11111 S. 2600 E.  
 SUITE 100  
 SANDY, UT 84070  
 (801) 571-8800

**KOR**  
 ARCHITECTS

**ANDERSON FARMS**  
 LINDON, UTAH

**EXHIBIT F - MULTI FAMILY SITE PLAN**

**LBI**  
 LINDON BUILDING INC.  
 ENGINEERS  
 PLANNERS

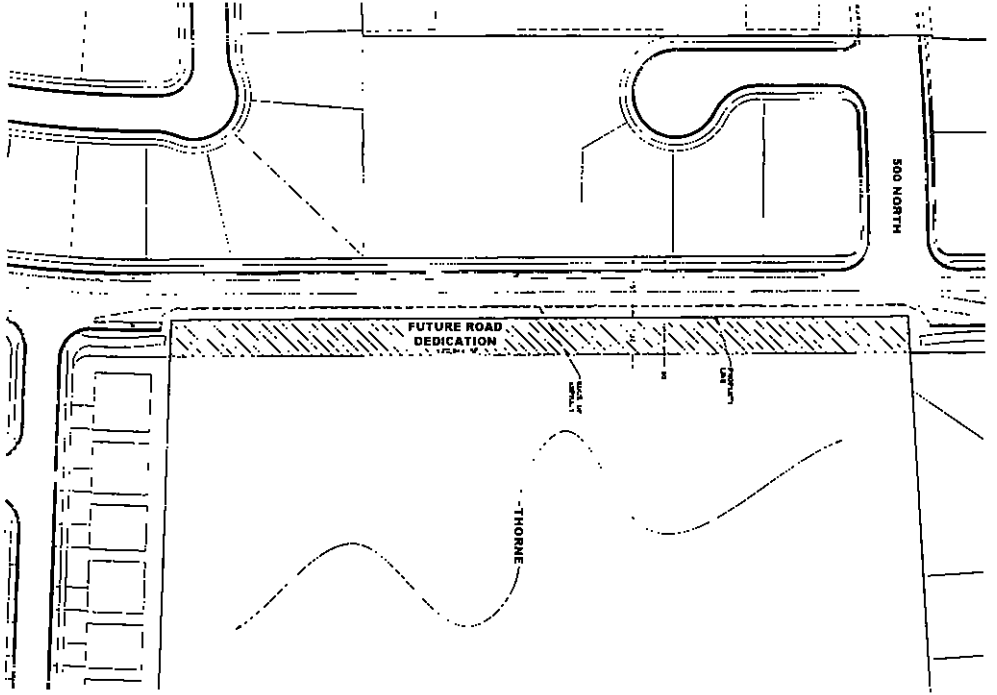
11111 S. 2600 E.  
 SUITE 100  
 SANDY, UT 84070  
 (801) 571-8800

DATE	2016.08.15
BY	BLB
SCALE	AS SHOWN
PROJECT	ANDERSON FARMS
CLIENT	IVORY HOMES
NO. OF SHEETS	5
SHEET NO.	F

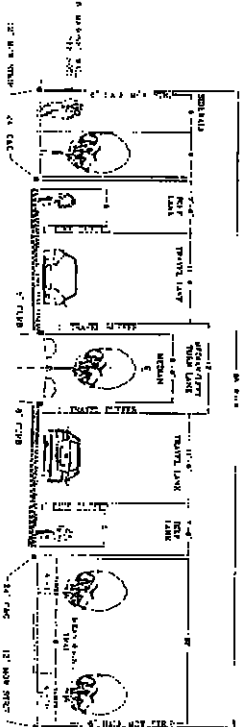
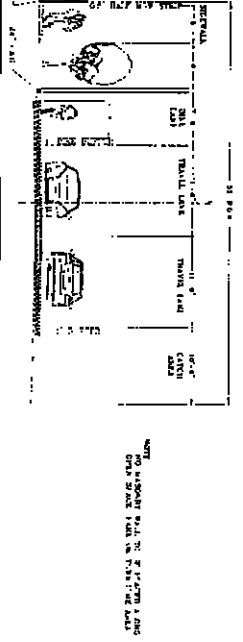
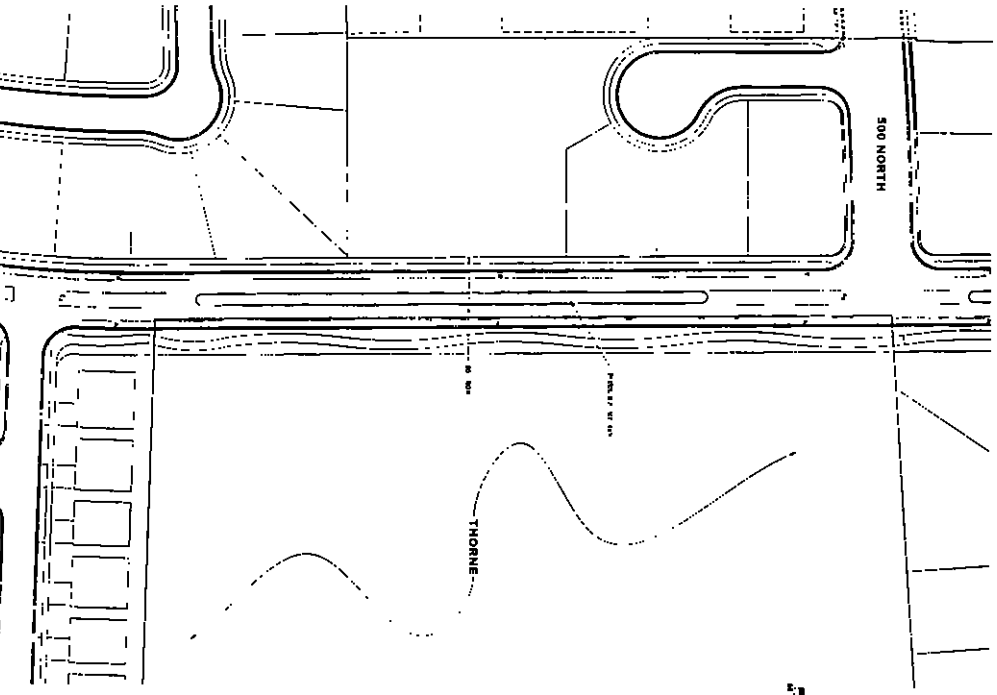
**Exhibit "G"**

[Anderson Blvd. Completion Requirements]

**INITIAL ANDERSON BLVD. IMPROVEMENTS**



**FINAL ANDERSON BLVD. IMPROVEMENTS**



**ANDERSON FARMS**  
LINDON, UTAH  
**EXHIBIT G, ANDERSON BLVD**  
**COMPLETION REQUIREMENTS**

**LEI**  
A LSC COMPANY  
**ENGINEERS**  
**PLANNERS**  
SURVEYORS  
PLANNERS  
1111 S. 1000 W.  
SUITE 100  
LINDON, UT 84042  
TEL: 780.933.1111  
WWW.LEIENGINEERS.COM

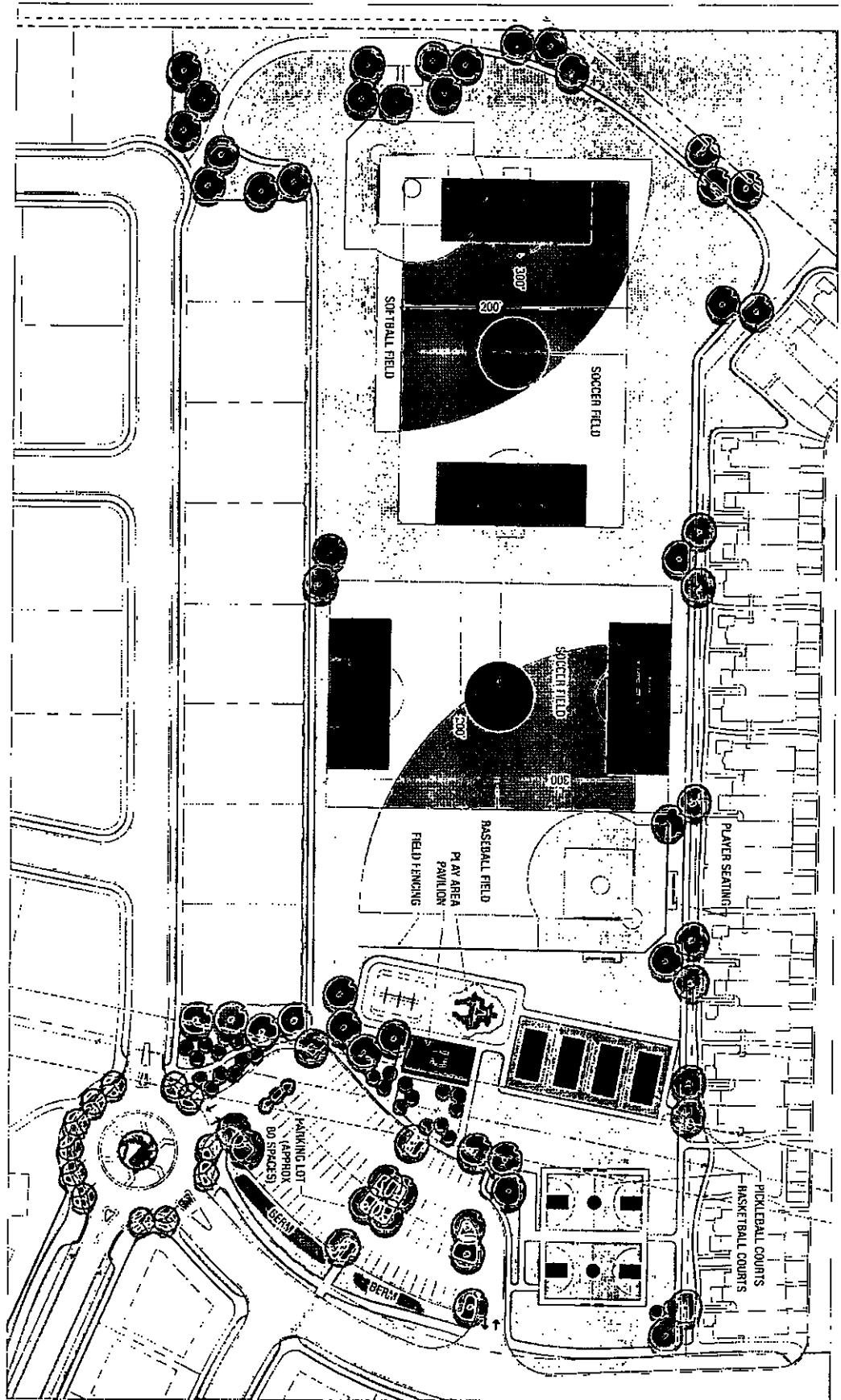
DATE	08/11/2016
PROJECT	ANDERSON FARMS
CLIENT	ANDERSON FARMS
SCALE	1" = 40'
DESIGNER	SCOTT
CHECKER	SCOTT
APPROVER	SCOTT
DATE	08/11/2016

**G**

**Exhibit "H"**

[Depiction of Regional Park]





Note: This is a concept plan and may change, move, or be altered at any time.

LANGVART DESIGN GROUP



IVORY HOMES

2000 NORTH CENTER STREET  
SALT LAKE CITY, UT 84143

PROPOSED IMPROVEMENTS

- 1. RECONSTRUCT EXISTING DRIVEWAY
- 2. RECONSTRUCT EXISTING DRIVEWAY
- 3. RECONSTRUCT EXISTING DRIVEWAY
- 4. RECONSTRUCT EXISTING DRIVEWAY
- 5. RECONSTRUCT EXISTING DRIVEWAY
- 6. RECONSTRUCT EXISTING DRIVEWAY
- 7. RECONSTRUCT EXISTING DRIVEWAY
- 8. RECONSTRUCT EXISTING DRIVEWAY
- 9. RECONSTRUCT EXISTING DRIVEWAY
- 10. RECONSTRUCT EXISTING DRIVEWAY
- 11. RECONSTRUCT EXISTING DRIVEWAY
- 12. RECONSTRUCT EXISTING DRIVEWAY
- 13. RECONSTRUCT EXISTING DRIVEWAY
- 14. RECONSTRUCT EXISTING DRIVEWAY
- 15. RECONSTRUCT EXISTING DRIVEWAY
- 16. RECONSTRUCT EXISTING DRIVEWAY
- 17. RECONSTRUCT EXISTING DRIVEWAY
- 18. RECONSTRUCT EXISTING DRIVEWAY
- 19. RECONSTRUCT EXISTING DRIVEWAY
- 20. RECONSTRUCT EXISTING DRIVEWAY

ANDERSON FARMS  
LINDON, UTAH

PARK EXHIBIT

**LEI**  
ENGINEERS  
SURVEYORS  
PLANNERS

1000 S. MAIN STREET  
SALT LAKE CITY, UT 84143  
PHONE: 313.222.2222  
FAX: 313.222.2222  
WWW.LEIENGINEERS.COM

DATE	2/27/2016
SCALE	1" = 100'
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...
PROJECT NO.	...
SHEET NO.	...

**Exhibit "I"**

[Form of Landscape Maintenance Easement Agreement]

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Space above for Recorder's use only

**LANDSCAPE MAINTENANCE EASEMENT AGREEMENT**

THIS LANDSCAPE MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between LINDON CITY, a Utah municipal corporation ( "Grantor"), whose address is 100 North State Street, Lindon, Utah 84042, and \_\_\_\_\_, a Utah nonprofit corporation, whose address is \_\_\_\_\_, Lindon, Utah \_\_\_\_\_ ("Grantee").

**RECITALS**

- A. Grantor is the owner of certain real property located in Lindon City, Utah County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").
- B. Grantee and its members are the owners of certain real property located near or adjacent to the Grantor Property.
- C. Grantee desires to obtain a perpetual, non-exclusive easement (the "Easement") on, over and across a portion of the Grantor Property, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more particularly described in this Agreement.
- D. Grantor is willing to convey the Easement to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee a non-exclusive, perpetual easement on, over and across the Easement Area for the purposes of maintaining the existing landscaping, including grass, trees and shrubs located on the Easement Area in good order and condition. In addition, Grantor hereby conveys to Grantee the non-exclusive right to enter upon the Grantor's Property to access the Easement Area.

2. **Obstruction Restrictions on the Easement Area.** Grantor agrees not to obstruct Grantee's use of the Easement Area as granted in this Agreement.

3. **Maintenance of Landscaping within Easement Area.** Grantee, agrees to maintain and provide upkeep for all existing landscaping in the Easement Area and to ensure that landscaping is kept in good condition and repair and is free of weeds. Maintenance shall include mowing and edging of grass, pruning and trimming of trees and shrubs, weeding, and providing water and fertilization so as to keep living material in a healthy condition. Maintenance shall also include the upkeep of non-living materials such sand, bark, gravel, stones, and aesthetic grading or mounding in good condition and repairing and replacing such materials as may be needed. Likewise, Grantee agrees to maintain and repair all irrigation systems within the Easement Area so as to be in good working order and so as not to allow brakes or leaks that may result in waste of water.

4. **Compliance with Regulations.** Grantee shall comply with all applicable laws and regulations.

5. **Miscellaneous.**

5.1 **Definition of Landscaping.** Landscaping means an environmental/esthetic design that includes: (i) living plant materials including but not limited to grasses, shrubs, ground covers and trees; (ii) non-living materials, including but not limited to sand, bark, gravel, stones, walls, and aesthetic grading or mounding; and (iii) sprinkling systems necessary to maintain living plant material within the design.

5.2 **Run with the Land/Successors.** Subject to the terms and conditions of this Agreement, the easement granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5.3 **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

5.4 **Attorneys Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing party shall be paid by the losing party, including fees and costs incurred upon appeal or in bankruptcy court.

**5.5 Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures and Acknowledgements to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**Grantor:**

CITY OF LINDON,  
a Utah municipal corporation

[NOT FOR EXECUTION - EXHIBIT ONLY]

\_\_\_\_\_

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

Its: \_\_\_\_\_

**Grantee:**

\_\_\_\_\_,  
a Utah nonprofit corporation

[NOT FOR EXECUTION - EXHIBIT ONLY]

\_\_\_\_\_

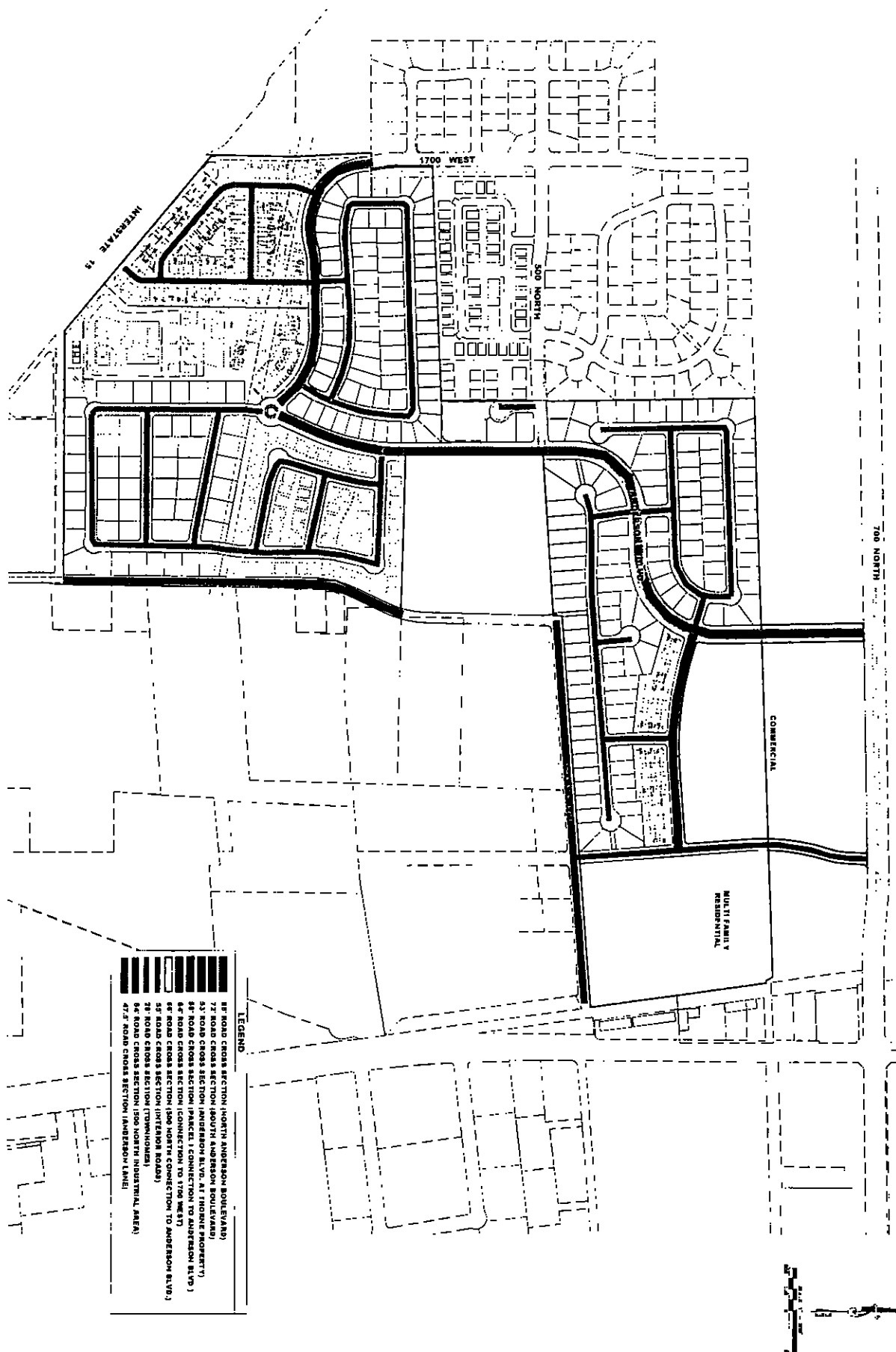
By: \_\_\_\_\_

Its: \_\_\_\_\_

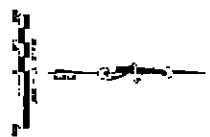
[Acknowledgements and Exhibits to be Attached]

**Exhibit "J"**  
[Street Cross Sections]

8



- LEGEND**
- 88' ROAD CROSS SECTION (NORTH ANDERSON BOULEVARD)
  - 72' ROAD CROSS SECTION (SOUTH ANDERSON BOULEVARD)
  - 53' ROAD CROSS SECTION (ANDERSON BLVD. AT TRINITE PROPERTY)
  - 68' ROAD CROSS SECTION (PARCEL 1 CONNECTION TO ANDERSON BLVD.)
  - 64' ROAD CROSS SECTION (CONNECTION TO 7700 WEST)
  - 65' ROAD CROSS SECTION (500 NORTH CONNECTION TO ANDERSON BLVD.)
  - 58' ROAD CROSS SECTION (INTERMEDIUM)
  - 78' ROAD CROSS SECTION (TOWNHOMES)
  - 86' ROAD CROSS SECTION (500 NORTH INDUSTRIAL AREA)
  - 47.2' ROAD CROSS SECTION (ANDERSON LAKE)



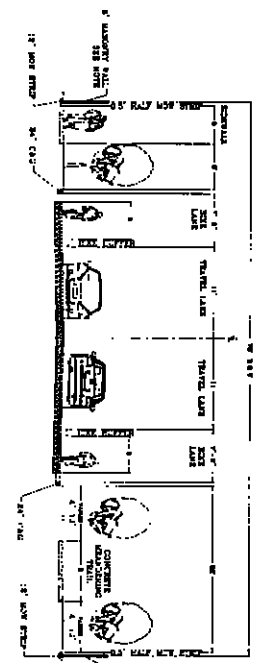
**ANDERSON FARMS**  
LINDON, UTAH

**EXHIBIT J-1, STREET CROSS SECTIONS**

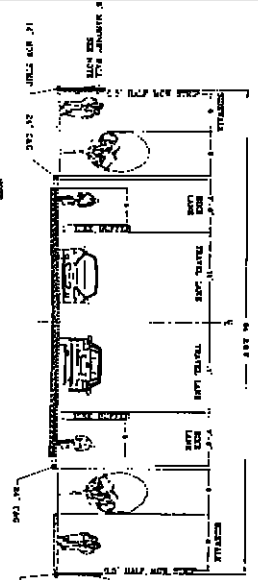
**LPI**  
LPI & ASSOCIATES  
ENGINEERS  
SURVEYORS  
PLANNERS

3902 S. 4000 WEST  
SUITE 200  
LINDON, UTAH 84042  
TEL: 801.788.1100  
FAX: 801.788.1100  
WWW.LPI-UTAH.COM

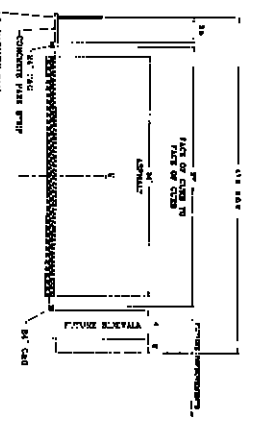
J-1



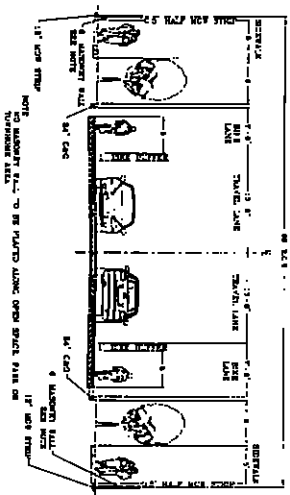
1 72' ROAD CROSS SECTION SOUTH ANDERSON BOULEVARD



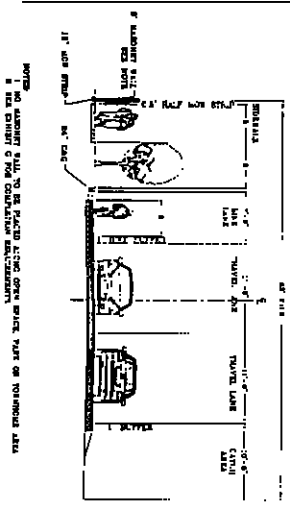
2 64' ROAD CROSS SECTION CONNECTION TO 1700 WEST



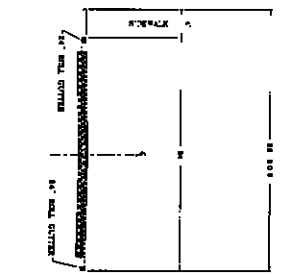
3 47.5' ROAD CROSS SECTION ANDERSON LANE



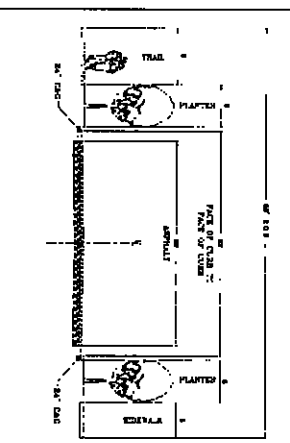
4 66' ROAD CROSS SECTION 500 NORTH CONNECTION TO ANDERSON BOULEVARD



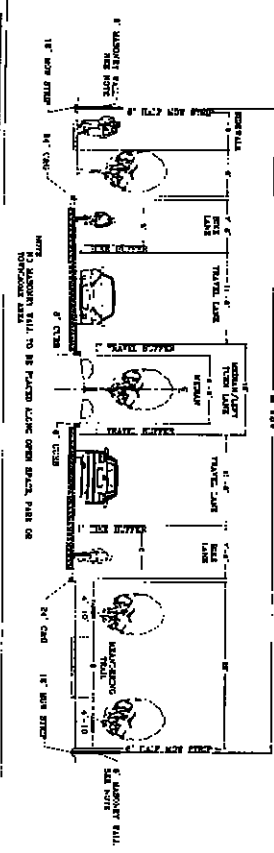
5 53' ROAD CROSS SECTION ANDERSON BLVD AT THORNE PROPERTY



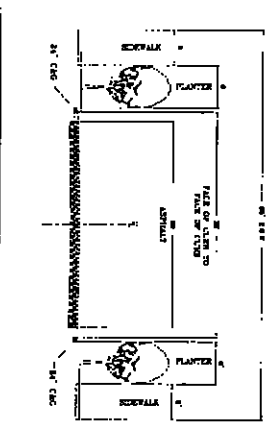
6 28' ROAD CROSS SECTION TOWNHOMES



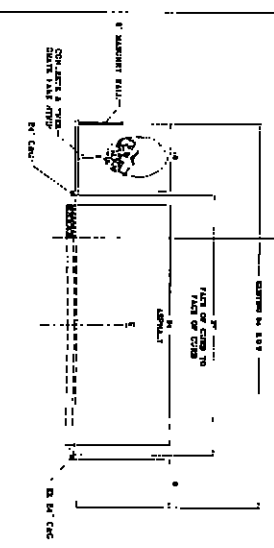
8 58' ROAD CROSS SECTION PARCEL I, CONNECTION TO ANDERSON BLVD



7 85' ROAD CROSS SECTION WITH MEDIAN NORTH ANDERSON BOULEVARD



8 55' ROAD CROSS SECTION INTERIOR ROADS



9 54' ROAD CROSS SECTION 500 NORTH INDUSTRIAL AREA

IVORY HOMES  
LINDON, UTAH

EXHIBIT J-2, STREET CROSS SECTIONS

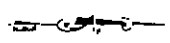
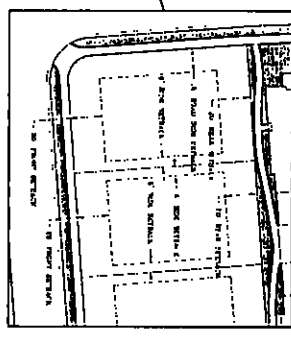
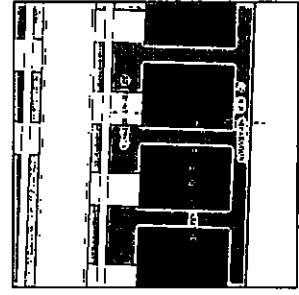
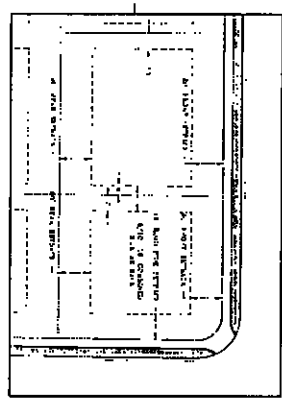
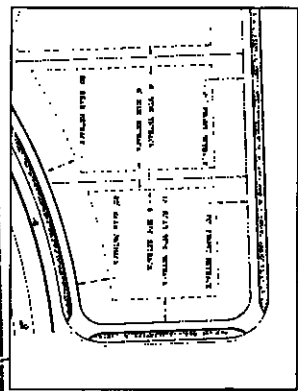
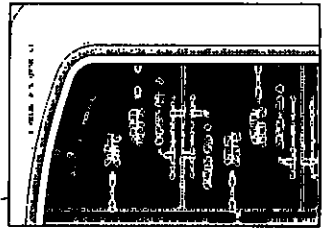
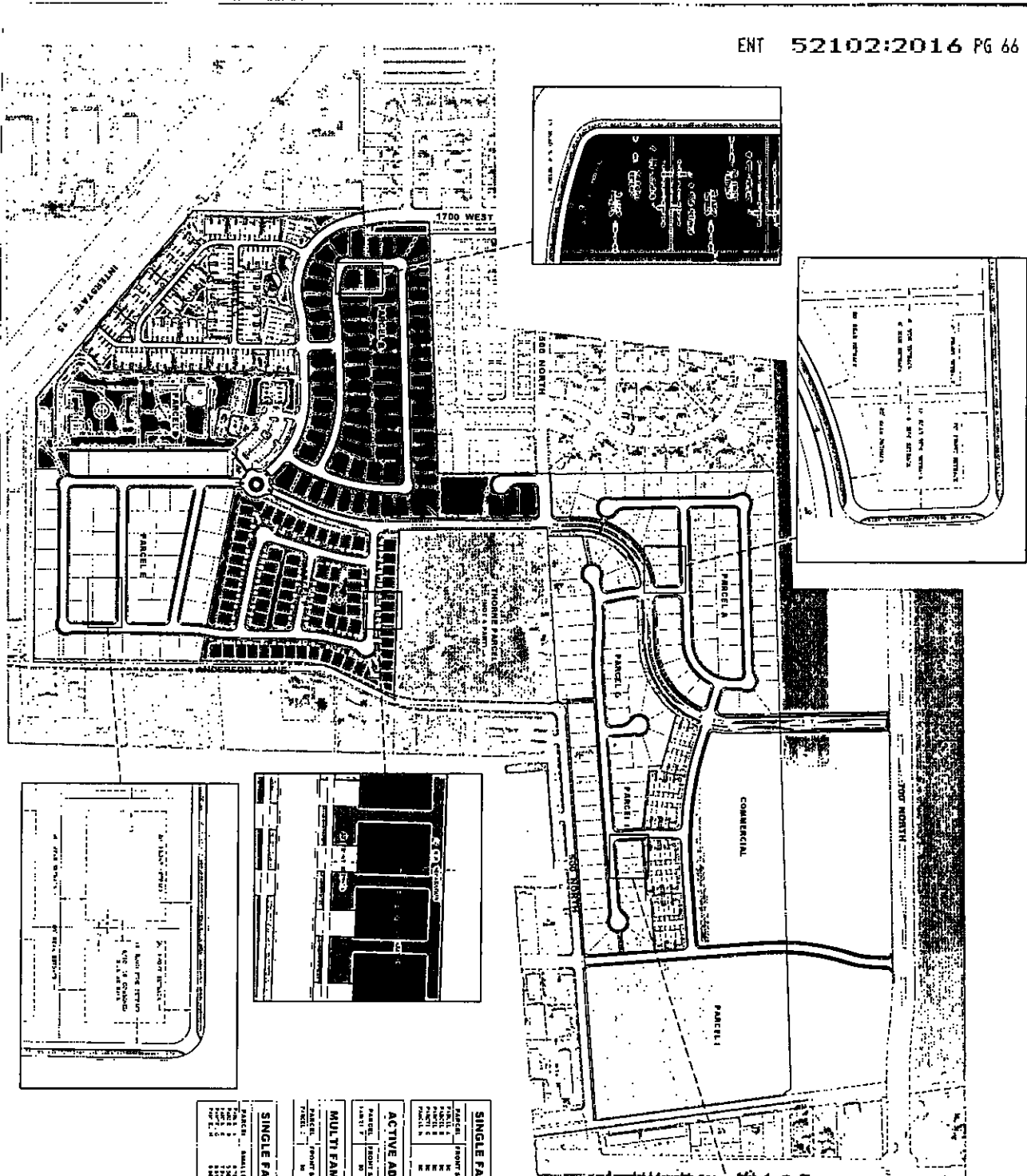
**LBI**  
1750 Corporation  
ENGINEERS  
SURVEYORS  
PLANNERS  
3000 N. 5000 WEST  
SUITE 100, LINDON, UT 84042  
PHONE: 801.734.8888  
FAX: 801.734.8889  
WWW.LBI-UTAH.COM

EXHIBIT  
J-2



**Exhibit "K"**

[Minimum Lot Sizes and Lot Setbacks]



SINGLE FAMILY LOT SETBACKS	
FRONT SETBACK	10
REAR SETBACK	10
SIDE SETBACK	5
ADJACENT SIDE SETBACK	5
STREET FRONT SETBACK	10
STREET REAR SETBACK	10
STREET SIDE SETBACK	5
STREET ADJACENT SIDE SETBACK	5

ACTIVE ADULTS COMMUNITY SETBACKS (NO LOT LINES)	
FRONT SETBACK	10
REAR SETBACK	10
SIDE SETBACK	5
ADJACENT SIDE SETBACK	5
STREET FRONT SETBACK	10
STREET REAR SETBACK	10
STREET SIDE SETBACK	5
STREET ADJACENT SIDE SETBACK	5

MULTI-FAMILY TOWNHOMES SETBACKS	
FRONT SETBACK	10
REAR SETBACK	10
SIDE SETBACK	5
ADJACENT SIDE SETBACK	5
STREET FRONT SETBACK	10
STREET REAR SETBACK	10
STREET SIDE SETBACK	5
STREET ADJACENT SIDE SETBACK	5

SINGLE FAMILY LOT SIZES	
MINIMUM LOT AREA	5,000 SQ FT
MINIMUM LOT WIDTH	30 FT
MINIMUM LOT DEPTH	100 FT
MINIMUM LOT FRONT SETBACK	10 FT
MINIMUM LOT REAR SETBACK	10 FT
MINIMUM LOT SIDE SETBACK	5 FT
MINIMUM LOT ADJACENT SIDE SETBACK	5 FT

**IVORY HOMES**  
 1000 S. 1000 E. SUITE 100  
 SALT LAKE CITY, UT 84143  
 TEL: 313.700.1000  
 FAX: 313.700.1001  
 WWW.IVORYHOMES.COM

**ANDERSON FARMS**  
 LONDON, UTAH  
**EXHIBIT K**  
**MINIMUM LOT SIZES AND LOT SETBACKS**

**LEI**  
 A BIRD TRANSMISSION  
 ENGINEERS  
 SURVEYORS  
 PLANNERS

2020 N. 1000 E. SUITE 100  
 SALT LAKE CITY, UT 84143  
 TEL: 313.700.1000  
 FAX: 313.700.1001  
 WWW.LEIENGINEERS.COM

DATE: 08/13/16  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET NO. 66 OF 66