

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on November 6, 2008, by and between the Provo City Corporation, a Utah municipal corporation, hereinafter referred to as "City," and The Hollows at Riverwoods, LLC, a Utah limited liability company, hereinafter referred to as "Developer".

Recitals

A. Developer is the developer of certain property located generally at 99 West 4800 North in Provo, Utah (the "Property"), which is more fully described in Exhibit "A" attached hereto and incorporated herein. As part of the development of the Property, Developer desires to have the Property placed in the Hollows at Riverwoods Project Redevelopment Option ("PRO") zone, as provided in Title 14 of the Provo City Code, as amended (the "Rezoning Request").

B. Developer has indicated a desire and intent to develop on the Property a residential project which meets the development standards of the PRO zone (the "Project").

C. To assist City in its review of the Rezoning Request and to assure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter voluntarily into this Agreement which sets forth the process and standards whereby Developer may develop the Project.

D. On November 9, 2004, City adopted a comprehensive update to its general plan ("General Plan") pursuant to Utah Code Annotated §§ 10-9a-401, et seq. A portion of the General Plan establishes development policies for the Property. Such development policies are consistent with the proposed Project.

E. On September 10, 2008, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's application to rezone the Property subject to certain findings and conditions as set forth in Exhibit "B", attached hereto and incorporated herein, and forwarded such application to the Municipal Council for its consideration.

F. On September 10, 2008, after a duly noticed public hearing, City's Planning Commission approved Developer's application for preliminary project plan on the Property subject to certain findings and conditions as set forth in Exhibit "B", attached hereto and incorporated herein.

G. On November 18, 2008, City's Municipal Council held a duly noticed public hearing to consider Developer's application to rezone the subject property to the PRO zone and duly considered (i) comments from the public, neighborhood representatives, Developer, and City officials, and (ii) recommendations of the General Plan regarding the Property.

H. On November 18, 2008, City's Municipal Council reviewed the preliminary project plan for the Property, attached hereto as Exhibit "C", and found such plan meets the policy and intent of the General Plan as it pertains to the Property.

I. To allow development of the Property for the benefit of Developer, to ensure City that the development of the Property will conform to applicable policies set forth in the General Plan, and address concerns of property owners in proximity to the Property, Developer and City are each willing to abide by the terms and conditions set forth herein.

J. Acting pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after (i) all required public notice and hearings and (ii) execution of this Agreement by Developer, City's Municipal Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) City's General Plan, and (iii) Titles 14 and 15 of the Provo City Code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Rezoning Request and the subsequent development authorized thereunder in accordance with the provisions of this Agreement and has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security and general welfare of the inhabitants and taxpayers of Provo City.

Agreement:

Now, therefore, in consideration of the premises recited above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Development. In the event City's Municipal Council approves Developer's Rezoning Request, development of the Property shall be subject to the terms and conditions of this Agreement. In the event City's Municipal Council does not approve Developer's Rezoning Request this Agreement shall be null and void.

2. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the zoning classification on the Property shall be the PRO zone. Land uses allowed pursuant to such zoning designation shall be governed by Title 14 of the Provo City Code as constituted on the effective date of this Agreement, except to the extent this Agreement is more restrictive.

3. Applicable Code Provisions. All provisions of the Provo City Code as constituted on the effective date of this Agreement shall be applicable to the project proposed on the Property except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Titles 14 and 15 of the Provo City Code, and other requirements generally applicable to development in Provo City. In particular, and not by way of limitation, Developer shall conform to the requirements of Chapter 14.50(23) (Hollows at Riverwoods Project Redevelopment Option Zone) and the project plan approval process therein.

4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's

rights as set forth herein unless facts and circumstances are present which meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

5. Final Project or Development Plan Approval. In the event City's Municipal Council approves the Rezoning Request, Developer shall cause final project plans and specifications (including site and building design plans) (the "Plans") to be prepared for the Project.

A. In particular, such Plans shall meet the following requirements:

(1) be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the Project will be of high quality design (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general Project design) and in accordance with the terms and conditions of this Agreement;

(2) comply with all City standards and requirements applicable to drainage, site and traffic engineering and utilities;

(3) comply with the standards and requirements of Title 15 of the Provo City Code; and

(4) comply with Chapter 14.37 of the Provo City Code (Off-Street Parking Requirements) except as otherwise provided in the PRO zone and this Agreement.

B. Developer shall:

(1) comply with the conditions of preliminary project plan approval as set forth in the Planning Commission Report of Action dated September 10, 2008 (attached hereto as Exhibit "B" to this Agreement);

(2) comply with the special conditions (the "Special Conditions") shown on Exhibit "D" attached hereto and made a part hereof; and

(3) provide other information as City may reasonably request.

6. Standard for Approval. City, on recommendation of its Planning Commission, shall approve the Plans if such Plans meet the standards and requirements enumerated in Paragraph 3 above and if, as determined by City, the Plans are consistent with commitments made to City that the Project will be a high quality development that will be designed in a manner to minimize adverse impacts to the neighborhood and, in particular, conforms to the Special Conditions set forth in

Exhibit "D" attached to this Agreement.

7. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any Project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement.

8. Project Phasing and Timing. Upon approval of the Plans, Developer may proceed by constructing the entire Project at one time or in phases, subject to the provisions of this Agreement and the Special Conditions set forth in Exhibit "D" attached hereto.

9. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the total perimeter size (footprint) of building area to be constructed on the Property by more than ten (10) percent, (ii) substantially changes the exterior appearance of the Project, or (iii) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located, and are otherwise consistent with the standard for approval set forth in Paragraph 6 hereof.

10. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the PRO zone.

11. Term. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of the ordinance approving the Rezoning Request. This Agreement shall terminate (i) when certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that any covenant included in this Agreement which is intended to run with the land shall as set forth in any Special Condition shall survive this Agreement as provided such Special Condition, or (ii) if Developer fails to proceed with the Project to the extent that the zoning on the Property is reverted pursuant to Section 14.50.090, Provo City Code. If this Agreement is terminated due to Developer's failure to proceed with the Project, then no Special Condition set forth in Exhibit "D" attached hereto shall survive this Agreement.

12. Successors and Assigns.

A. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("Transfer") to a third party ("Transferee"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such

Transfer (i) Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

B. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 12A, a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

13. Default.

A. Events of Default. Upon the happening of one (1) or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:

(1) a warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made; or

(2) a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one (1) or more of the material terms or conditions of this Agreement;

(3) any other event, condition, act or omission, either by City or Developer, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement; or

(4) Developer fails to obtain final Project plan approval and begin construction of the Project within one (1) year after approval of the PRO zone or within any extended time period approved by City for good cause shown.

B. Procedure Upon Default.

(1) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes action to begin curing such Default with such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) day or other

appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 13(C) herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

(2) Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

C. Breach of Agreement. Upon Default as set forth in Subparagraphs 13(A) and 13(B) above, City may declare Developer to be in breach of this Agreement and City (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, either City or Developer (in the case of a Default by the City) may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

14. General Terms and Conditions.

A. Recording of Agreement. This Agreement shall be recorded to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

B. Severability. Each and every provision of this Agreement shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

C. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

D. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

E. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement

shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

F. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

G. No Waiver. Failure of a 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 time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of City's Municipal Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

H. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged herein.

I. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any special condition set forth in Exhibit "D" hereof unless this Agreement is amended pursuant to a vote of City's Municipal Council taken with the same formality as the vote approving this Agreement.

J. Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

K. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when

presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To the Developer:	The Hollows at Riverwoods, LLC P.O. Box 1166 Pleasant Grove, Utah 84062
To the City:	Community Development Director P.O. Box 1849 Provo, Utah 84603
With copy to:	Municipal Council Attorney P.O. Box 1849 Provo, Utah 84603

L. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

M. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

N. Hold Harmless. Developer agrees to and shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, just compensation restitution, or judicial or equitable relief which may arise from or are related to any activity connected with the Project, including approval of the Project; the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the Project; or which arises out of claims for personal injury, including health, and claims for property damage.

(1) The agreements of Developer in this Paragraph 14(N) shall not be applicable to (i) any claim arising by reason of the negligence or intentional tort actions of City, or (ii) attorneys fees under Paragraph 14(J) herein.

(2) City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

O. Relationship of Parties. The contractual relationship between City and

Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

P. Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in Paragraph 13 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

Q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

R. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

S. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

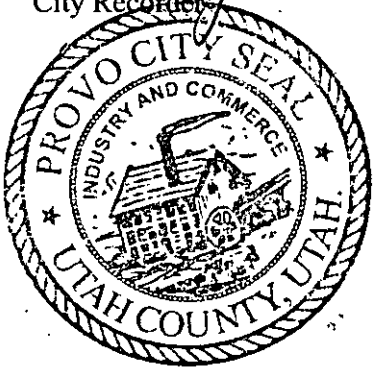
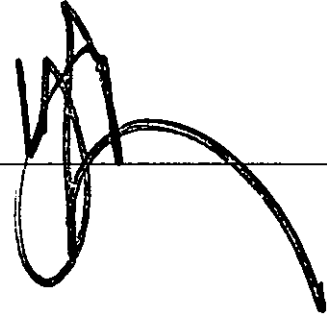
Attest:

PROVO CITY, a political subdivision of the State of Utah

Rachelle Grossbeck

City Recorder

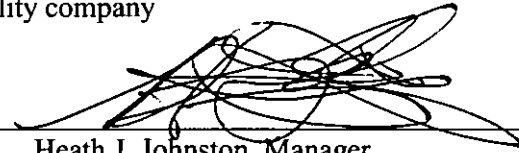
By: _____
Mayor



DEVELOPER, The Hollows at Riverwoods, LLC, a Utah limited liability company

By: HJ Summit Investments, LLC, a Utah limited liability company

By: _____
Heath J. Johnston, Manager



State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 6th day of November 2008 by Heath J. Johnston, Manager of HJ Summit Investments, LLC, a Utah limited liability company.

Shauna Cameron

Notary Public

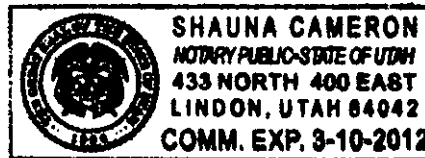


Exhibit "A"
Legal Description of Property
Hollows at Riverwoods Project Redevelopment Option
99 West 4800 North, Provo, Utah

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 3 EAST, AND THE SE 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A BRASS CAP MONUMENT MARKING THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE EAST A DISTANCE OF 10.28 FEET AND NORTH 0.20 FEET TO THE REAL POINT OF BEGINNING;

THENCE S. 09°31'26" W. 358.80 FEET TO A POINT OF CURVATURE OF A 200.64-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY A DISTANCE OF 80.07 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 22°51'56" AND A CHORD THAT BEARS S. 77°50'08" W. A DISTANCE OF 79.54 FEET TO A POINT OF CURVATURE OF A 200.64-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY A DISTANCE OF 80.16 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 22°53'22" AND A CHORD THAT BEARS S. 77°48'53" W. A DISTANCE OF 79.63 FEET; THENCE S. 89°15'26" W. 750.09 FEET; THENCE N. 00°44'34" W. 200.18 FEET; THENCE S. 89°15'26" E. 238.22 FEET; THENCE N. 06°27'34" W. 192.14 FEET; THENCE N. 89°75'26" E. 1,059.96 FEET; THENCE N. 10°51'00" W. 3.53 FEET; THENCE N. 90°00'00" E. 148.77 FEET; THENCE S. 00°59'00" W. 10.14 FEET; THENCE N. 83°57'26" E. 19.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 411,472 SQ. FEET OR 9.45 ACRES OF LAND MORE OR LESS.

Exhibit "B"
Planning Commission Report of Action
Rezoning and Preliminary Project Plan - September 10, 2008
Hollows at Riverwoods Project Redevelopment Option
99 West 4800 North, Provo, Utah

Provo City Planning Commission

Report of Action

September 10, 2008

REQUEST FOR COUNCIL ACTION

Type of Action Requested: X

Resolution _____

Ordinance X

Formal Action/Motion _____

Review at Study Session _____

Administrative; No Action _____

- ITEM 2* Ronald Johnston requests approval of Hollows at Riverwoods Project Redevelopment Option (PRO), consisting of 55 one-family detached and one-family attached units on approximately 9.45 acres generally located at 99 West 4800 North. The property is currently zoned RA (Residential Agriculture). *Riverbottoms Neighborhood* 07-0003PRO
- (a) Preliminary project plan approval for 55 one-family detached and attached units within a proposed PRO zone.
 - (b)* Ordinance text amendment to Chapter 14.50 Project Redevelopment Option, to add a new section for the Hollows at Riverwoods PRO zone.
 - (c)* Zone map amendment for approximately 9.45 acres from the RA (Residential Agriculture) zone to the Hollows at Riverwoods PRO zone.

The following action was taken by the Planning Commission on the above described item at its regular meeting of September 10, 2008:

(a) CONDITIONALLY APPROVED PRELIMINARY PROJECT PLAN

On a vote of 5:0, the Planning Commission **conditionally approved** the above noted preliminary plan request. The conditions of approval are as follows:

1. That units 55 & 54 are moved twenty (20) feet to northwest to increase useable open space.
2. That a detailed tree preservation plan is prepared and submitted prior to final plan approval that protects trees outside the minimum area needed for construction. Trees identified for preservation should be clearly marked in a manner acceptable to the Community Development Department and protected during grading and construction by barricades. Such plan shall be reviewed by the Urban Forester and shall incorporate his recommendations other than the inclusion of trees within the minimum construction area;
3. That street tree fee for parkway strips shall be provided per Ch. 15.20 Provo City Code at the time of final plan approval for each phase;
4. That each building is reviewed in detail by the DRC prior to final plan approval;
5. That all remaining technical design concerns expressed by the CRC, as permitted by City ordinance, are addressed prior to final plan approval;
6. That the perimeter fence remains designed as a 50% open wrought-iron type fence with pilasters along 4800 North and University Avenue. The landscaping shall be reviewed by the Design Review Committee and shall be found to enhance the barrier between the development and arterial roads while retaining an open feel and providing visual relationship to arterial roads;
7. That the perimeter fence is bonded for prior to the final approval of phase 1.
8. That the clubhouse and other amenities are bonded for prior to the final approval of phase 2.

Motion By: Leonard Mackay

Second By: Roy Peterman

Votes in Favor of Motion: Pam Boshard, Leonard Mackay, Roy Peterman, Coy Porter, Jeff Ringer

Marian Monnahan was present as Chair.

(b)* RECOMMEND APPROVAL OF ORDINANCE AMENDMENT

On a vote of 5:0, the Planning Commission recommended that the Municipal Council **conditionally approve** the ordinance amendment. The applicant proposed ordinance amendment is attached as Exhibit A.

Motion By: Coy Porter

Second By: Pam Boshard

Votes in Favor of Motion: Pam Boshard, Leonard Mackay, Roy Peterman, Coy Porter, Jeff Ringer
Marian Monnahan was present as Chair.

(c)* RECOMMEND APPROVAL OF ZONE MAP AMENDMENT

On a vote of 5:0, the Planning Commission recommended that the Municipal Council **approve** the above noted zone map amendment. The legal description for the property proposed by the applicant is identified below.

Motion By: Coy Porter

Second By: Roy Peterman

Votes in Favor of Motion: Pam Boshard, Leonard Mackay, Roy Peterman, Coy Porter, Jeff Ringer
Marian Monnahan was present as Chair.

- Additional Report of Action for item previously continued after a public hearing or other discussion: October 10, 2007, January 9, 2008, May 14, 2008.
- Includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; Planning Commission determination is generally consistent with the Staff analysis and determination.
-

LEGAL DESCRIPTION FOR PROPERTY TO BE REZONED

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 3 EAST, AND THE SE 1/4 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

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DEVELOPMENT AGREEMENT

Applies - referred applicant to Council Attorney.

PLANNING COMMISSION RECOMMENDED ORDINANCE AMENDMENT

The text of the proposed PRO Zone is attached as Exhibit A.

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- An overview of the project was provided.
- The proposed project meets rezoning criteria if appropriate conditions can be satisfied.

CITY DEPARTMENTAL ISSUES

- City preliminary plan infrastructure issues have been resolved.

NEIGHBORHOOD MEETING DATE

- A neighborhood meeting was held on several occasions.

NEIGHBORHOOD AND PUBLIC COMMENT

- The Neighborhood Chair was present and addressed the Planning Commission during the public hearing. Neighbors or other interested parties were present or addressed the Planning Commission.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in written comments received subsequently to the Staff Report or public comment during the public hearing included the following:

- Dave Cabanilla, Neighborhood Chair, expressed that concerns between the applicant and neighborhood have been mitigated in the most recent site changes. He supports a sight-obscuring fence on 4800 North in order to provide additional privacy for residents and related that Stone Gate was an appropriate example of a good decorative wall that did not provide a compound effect. He expressed his concerns about limiting the marketing of the units to 55 and older residents and would prefer a diverse market draw. Finally, Mr. Cabanilla stressed the importance of installing the perimeter fencing at the onset of phase 1 in order to improve the marketability of the project.
- Jim Ormand stated the differences with the neighborhood had been resolved and recommended approval of the project.
- Bryan Wheatley expressed his desire to see the perimeter fencing to be completely sight-obscuring.
- Alice Johansson expressed the importance of installing the amenities at the onset of the project to first ensure their completion and second improve the marketability of the project. Expressed her support of the project and her interest in purchasing a unit.

APPLICANT RESPONSE

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Ronald Johnston represented the applicant and clarified that although the marketing would be focused on an older demographic that they were not intending on excluding any potential purchasers through an age-restricted deed. He said that his group is willing to accept the conditions outlined in the staff report. Further, he stated that his group did not have a preference regarding sight-obscuring and non-sight-obscuring fencing on 4800 North and University. Mr. Johnston accepted the Planning Commission suggestion of requiring the perimeter fence and other amenities as part of the Phase 1 and 2 bonds.

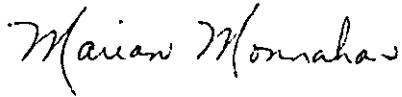
PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Mr. Peterman stressed the importance of an acceptable landscaping plan along 4800 North to enhance the non-sight obscuring fence. To make the fence friendly to 4800 North and to those that live there would be best accomplished by open fencing, pillars and enhanced landscaping.
- Requiring the perimeter fence and amenities to be bonded as part of phase 1 and 2 was discussed.
- Pam Boshard expressed interest in finding better fire access methods for units 9-13.

FINDINGS / BASIS OF PLANNING COMMISSION DETERMINATION

In addition to the findings of fact outlined in the staff report the Planning Commission found that requiring perimeter landscaping and amenities to be bonded for and installed within the first two phases of the development provided greater certainty of their completion, which is important for the long-term success of the project.



Planning Commission Chair



Director of Community Development

See Key Land Use Policies of the Provo City General Plan, applicable Titles of the Provo City Code, and the Staff Report to the Planning Commission for further detailed information. The Staff Report is a part of the record of the decision of this item. Where findings of the Planning Commission differ from findings of Staff, those will be noted in this Report of Action.

Legislative items are noted with an asterisk (*) and require legislative action by the Municipal Council following a public hearing; the Planning Commission provides an advisory recommendation to the Municipal Council following a public hearing.

Administrative decisions of the Planning Commission (items not marked with an asterisk) **may be appealed** by submitting an application/notice of appeal, with the required application and noticing fees, to the Community Development Department, 330 West 100 South, Provo, Utah, **within fourteen (14) calendar days of the Planning Commission's decision** (Provo City office hours are Monday through Thursday, 7:00 a.m. to 6:00 p.m.).

BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION BEGINS

Attachment 'A'

Hollows at Riverwoods Project Redevelopment Option Zone

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14.50(x).010	Purpose and Intent
14.50(x).020	Compliance with Chapter 14 and 15 Required
14.50(x).030	Permitted Uses
14.50(x).040	Single Ownership and Control
14.50(x).050	Project Area
14.50(x).060	Minimum Finished Floor Area
14.50(x).070	Building Pad Width and Depth Requirements
14.50(x).080	Lot Frontage
14.50(x).090	Residential Density
14.50(x).100	Yard Requirements
14.50(x).110	Projections into Yards
14.50(x).120	Garbage Collection
14.50(x).130	Trash Storage
14.50(x).140	Building Height
14.50(x).150	Distance Between Buildings
14.50(x).160	Permissible Site Coverage
14.50(x).170	Parking, Loading, and Access
14.50(x).180	Access to Enclosed Parking
14.50(x).190	Project Plan Approval / Design Review
14.50(x).200	Fencing Standards
14.50(x).210	Notice of Parking and Occupancy Restrictions
14.50(x).220	Collective Driveways

14.50(X).010. Purpose and Intent

The Hollows at Riverwoods Project Redevelopment Option Zone is established to provide high density single and multiple-family residential facilities located near commercial areas and residential areas as designated in the Provo City General Plan in order to improve properties on the southwest corner of 4800 North and University Avenue. Over time, this area of the City has become one of the highlights of the City, and improving this corner with a new single and multifamily development not only will improve the aesthetics of the area, but will also generate a closer residential population to help a commercial area that is in need of customers. The uses typically permitted in this zone are high density multiple-family residential.

14.50(X).020. Compliance with Chapter 14 and 15 Required

The Hollows at Riverwoods PRO Zone shall comply with the development requirements in chapters 14 and 15, Provo City Code, unless alternative standards are specifically set forth within this chapter.

14.50(X).030. Permitted Uses

- (1) Those uses or categories of uses as listed herein, and no others, are permitted in the Hollows at Riverwoods PRO Zone.
- (2) All uses listed herein are listed by number as designated in the Standard Land Use Code published and maintained by the Planning Commission. Specific uses are identified by a four (4) digit number in which all the digits are whole numbers. Classes or groupings of such uses permitted in the zone are identified by a four (4) digit number in which the last one or two digits are zeros.

(3) All such categories listed herein and all specific uses contained within them in the Standard Land Use Code shall be permitted in the Hollows at Riverwoods PRO Zone, subject to limitations set forth in this chapter.

(4) Permitted Principal Uses. The following principal uses and structures are permitted in the Hollows at Riverwoods PRO Zone:

Use No.	Use Classification
1111	Single family dwelling, detached (with or without an attached garage, on one parcel.
1112	Single family dwelling, attached (to one or more single family dwelling)
4811	Electric transmission right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity.
4821	Gas Pipeline right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4831	Water pipeline right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4841	Sewage pipeline right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4864	Combination utilities right-of-way (identifies areas where the surface is devoted exclusively to the right-of-way of the activity)
4873	Storm drain or right-of-way (predominantly covered pipes or boxes)
7800	Parks

(5) Permitted Accessory Uses. Accessory uses and structures are permitted in the Hollows at Riverwoods PRO zone provided they are incidental to and do not substantially alter the character of a permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, the following:

(a) Planter boxes

(b) Home occupations subject to the regulations of Chapter 14.41, Provo City Code.

(c) Storage of materials used for construction of a building, including contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto, and provided further that such use shall be permitted only during the construction period and thirty (30) days thereafter final occupancy has been given for all buildings in each phase.

(d) Household pets, provided that there shall be no more than two (2) such pets, over the age of four (4) months, per dwelling unit. Nothing herein shall be construed as authorizing the keeping of any animal capable of inflicting harm or discomfort or endangering the health and safety of any person or property.

(e) No accessory buildings shall be permitted, except gazebos, shelters, swimming pool, exercise facility, clubhouse, and other recreational buildings or structures constructed in designated open space for use by all or part of the entire development as determined by the homeowner's association.

(f) No accessory buildings shall be permitted on lots designated for single family unattached dwellings, except gazebos, and shelters.

(6) Storage for individual residential units within an enclosed carport, garage, or parking structure.

(7) RV parking shall not be allowed within the Hollows at Riverwoods Project PRO Zone.

(8) Conditional Uses: There are no conditional uses in the Hollows at Riverwoods Project PRO Zone except as permitted under 5(b) of this section.

14.50(X).040 Single Ownership and Control

Land within the Hollows at Riverwoods Project PRO Zone shall be in single ownership or single control during construction to ensure conformance with these provisions and all conditions imposed upon preliminary and final development plans. Completed units may be owned by an individual, partnership, corporation, and other legally recognized entity. Common open space areas, if any, shall be managed by a homeowner's association created in conformance with Utah State Law.

14.50(X).050 Project Area

The minimum area for a project in the Hollows at Riverwoods Project PRO Zone shall be one (1) acre and shall be based on all the phases of a particular project.

14.50(X).060 Minimum Finished Floor Area

The minimum finished floor area of an unattached dwelling unit in the Hollows at Riverwoods Project PRO Zone shall be one-thousand eight-hundred (1,800) square feet and the minimum finished floor area of an attached dwelling unit in the Hollows at Riverwoods Project PRO Zone shall be two-thousand two-hundred (2,200) square feet.

14.50(X).070. Building Pad Width and Depth Requirements

Building Pads in the Hollows at Riverwoods Project PRO Zone shall meet the following requirements:

- Single: minimum width is 35-feet and minimum depth is 50-feet.
- 2-plex: minimum width is 56-feet and minimum depth is 50-feet.
- 3-plex: minimum width is 84-feet and minimum depth is 50-feet.
- 4-plex: minimum width is 112-feet and minimum depth is 50-feet.

14.50(X).080. Lot Frontage

Each phase within the Hollows at Riverwoods PRO zone shall have a public frontage of at least two-hundred (200) feet and/or a frontage of at least two-hundred (200) feet along a private collective driveway. Individual units shall have driveway frontages onto a public road or an internal private road that connects to the public road system.

14.50(X).090 Residential Density

Overall residential density in the Hollows at Riverwoods Project PRO zone shall not average more than 7.25 dwelling units per net acre.

14.50(X).100. Yard Requirements

The following minimum yard requirements shall apply in the Hollows at Riverwoods Project PRO: (Note: All setbacks are measured from the property line adjacent to the public rights-of-way (University Avenue, 4800 North, and 4750 North).

- (1) Front Yard. Each lot or parcel in the Hollows at Riverwoods PRO zone shall have a front yard of not less than fifteen (15) feet.
- (2) Side Yard. Each lot or parcel in the Hollows at Riverwoods PRO zone shall have a side yard of at least twenty (20) feet on each side of the lot.
- (3) Rear Yard. Each lot or parcel in the Hollows at Riverwoods PRO zone shall have a rear yard of not less than fifteen (15) feet.

14.50(X).110. Projections into Yards

The following structures may be erected on or project into any required yard:

142 Fences and walls in conformance to Provo City Code or provisions of the Hollows at Riverwoods
143 Project PRO Zone

144 Landscape elements including trees, shrubs, agricultural crops, and other plants.

145 Necessary appurtenances for utility service.

146 Garbage containers screened with durable materials architecturally compatible with the principal
147 structure. Such containers shall not be visible from any abutting lot or public street.

148
149 **14.50(X).120. Garbage Collection**

150 Garbage containers and collection shall be provided by private companies contracted by the
151 homeowner's association. Garbage collection will be provided to individual residences. Adherence
152 to section 14.34.080 shall be required.

153
154 **14.50(X).130. Trash Collection**

155 No trash, used materials, or wrecked or abandoned vehicles or equipment shall be stored in an open
156 area. Storage of commercial goods or materials shall be prohibited. Adherence to section 14.34.080
157 shall be required.

158
159 **14.50(X).140. Building Height**

160 No lot or parcel of land in the Hollows at Riverwoods Project PRO Zone shall have a building or
161 structure that exceeds a height of two (2) stories with a maximum of thirty-five (35) feet. Parapets,
162 flagpoles, or similar structures not used for human occupancy shall be excluded in determining height.

163
164 **14.50(X).150. Distance Between Buildings**

165 The minimum distance between any buildings on a lot or parcel shall be as allowed by the building
166 code or ten (10) feet, whichever is greater.

167
168 **14.50(X).160. Permissible Site Coverage**

169 The total coverage of all buildings and structures shall not exceed forty (40) percent of the site area.

170
171 **14.50(X).170. Parking, Loading and Access**

- 172 (1) Each Dwelling Unit in the Hollows at Riverwoods Project PRO Zone shall have a minimum of:
173 (a) Three (3.0) parking spaces per unit, two (2) of which must be within a garage; and
174 (b) Visitor parking provided at the rate of one-quarter (0.25) space per dwelling unit.
175 (2) In accordance with the foregoing, the total number of parking spaces shall be two and one-quarter
176 (2.25) spaces per dwelling unit.
177 (3) Parking may be located within an interior driveway as shown on an approved preliminary project
178 plan if there is a minimum of 18-feet between the building and the street.
179 (4) Parking may be included along the roadway in accordance with Provo Engineering Standards and
180 review.
181 (5) In all other respects parking shall be provided in accordance with chapter 14.37 of the Provo City
182 Code.

183
184 **14.50(X).190. Project Plan Approval/Design Review**

185 Each development in the Hollows at Riverwoods Project PRO Zone shall comply with Sections
186 14.04A.020 (Project Plan), 14.34.280 (Design Review), 14.34.285 (Residential Design Standards), and
187 14.34.290 (Design Corridor), Provo City Code, except as may be modified by the Planning
188 Commission at the time of project plan approval pursuant to the provisions of this Chapter. The
189 following specific design standards shall apply to all development in the Hollows at Riverwoods

190 Project PRO Zone:

191 (1) Building Requirements

192 (a) Building forms and landscape materials shall be harmonious with existing neighborhood
193 dwellings or an improvement thereto as approved by the City Planning Commission.

194 (b) Roof shapes shall harmonize with the architectural character of other buildings in the vicinity.

195 (c) Building materials should be durable and suitable for the design in which they are used.

196 (d) Light fixtures shall be provided at each residential unit entry.

197 (e) The decorative wall behind the landscape buffer required by Subsection 14.34.290(2)(b)(I),
198 Provo City Code, may be omitted within the Hollows at Riverwoods PRO zone.

199 (2) Signage

200 (a) Sign design shall reflect the architectural style of the project.

201 (b) Two (2) entrance signs shall be permitted. Entrance sign square area shall not exceed thirty-two
202 (32) square feet per sign. Maximum height for each entrance sign shall not exceed four (4) feet.
203 No entrance sign shall impede the clear vision area.

204 (c) Two (2) wall mounted signs that do not exceed sixty (60) square feet shall also be permitted.

205 (3) Landscape Requirements. Landscaping shall be provided in accordance with the R3 zone standards
206 within Chapter 15.20 of the Provo City Code, except as otherwise provided in this subsection.

207 (a) Landscaping within the parkway shall be bermed a minimum of three (3) feet within the City
208 right-of-way along 4800 North.

209 (b) The Hollows at Riverwoods Project PRO Zone may have a walking trail compatible with
210 overall design, landscape, and use.

211 (c) Projects within the Hollows at Riverwoods Project PRO Zone shall have appropriate resident
212 amenities including water features and/or swimming pool adjacent to a homeowner recreation area.
213

214 **14.50(X).200 Fencing Standards**

215 (1) Walls, fences, hedges or screening materials which are sight obscuring shall be built to a minimum
216 of three (3) feet and a maximum of six (6) feet.

217 (2) Fences that do not obscure sight shall be a minimum of three (3) feet and a maximum of six (6) feet.

218 (3) Structural walls six (6) feet or more in height shall require a building permit from the Building
219 Inspection Division. A structural or vegetative fence shall not create a sight distance hazard to
220 vehicular or pedestrian traffic as determined by the Provo City traffic engineer.
221

222 **14.50(X).210. Notice of Parking and Occupancy Restrictions**

223 (1) Dwelling unit occupancy in the Hollows at Riverwoods Project PRO Zone shall be limited to the
224 family occupancy as defined by the Title. No accessory apartment or second kitchen shall be permitted
225 in any dwelling unit.

226 (2) Prior to the issuance of a Certificate of Occupancy for a new residential dwelling unit a permanent
227 notice shall be placed on the electrical box within the unit indicating maximum allowable occupancy
228 of the unit based on the approved occupancy consistent with a recorded parking and occupancy
229 contract. This notice shall be located on a six inch by six inch (6" x 6") metal or plastic plate
230 permanently attached to the electrical box with minimum one half (½) inch engraved letters.
231

232 **14.50(X).220. Collective Driveways**

233 All streets within the Hollows at Riverwoods PRO Zone shall be in compliance with Section 15.03.200,
234 Provo City Code. Collective driveways within any phase of development shall meet the following
235 standards:

236 (1) Up to 21 residential units may share a common access onto a collective driveway.

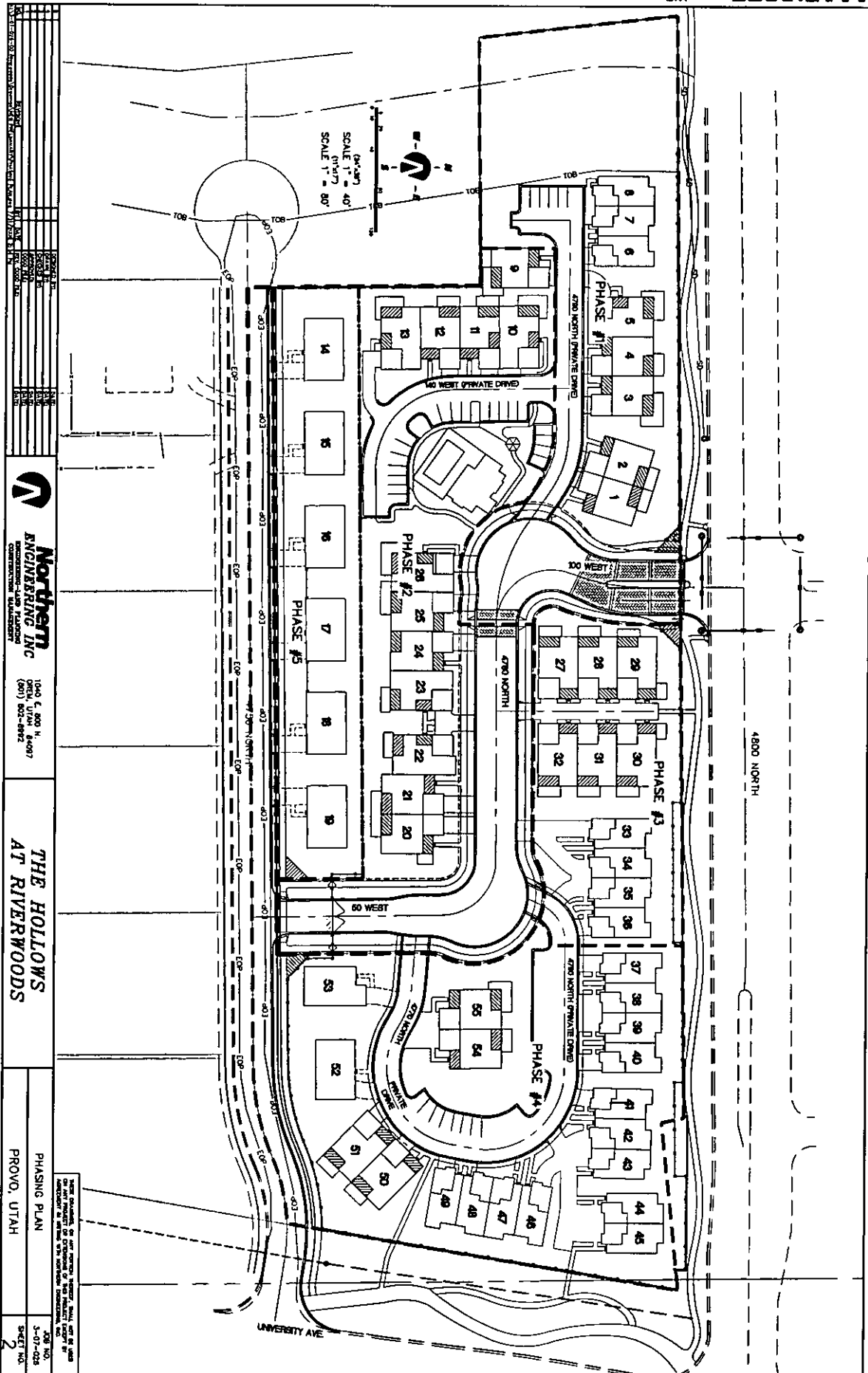
237 (2) Collective driveways throughout the project will be privately owned and maintained by the Hollows

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at Riverwoods Condominium Association and shall be a minimum of twenty-eight (28) feet back of curb to back of curb. Collective driveways sub-base, base, hard surfacing, curb and gutters and the treatment of drainage courses shall comply with the typical street standard specifications as adopted by the City and Administered by the City Engineer. Private unit driveways shall be a minimum of sixteen (16) feet back of curb to back of curb and may service up to six units.

(3) Sidewalks shall be adjacent to one side of a collective driveway and shall be five (5) feet in width and comply with the latest American Disability Act requirements.

Exhibit "C"
Preliminary Project Plan
Hollows at Riverwoods Project Redevelopment Option
99 West 4800 North, Provo, Utah



NO.	DATE	BY	DESCRIPTION
1	11/11/09	MM	ISSUED FOR PERMIT
2	11/11/09	MM	ISSUED FOR PERMIT
3	11/11/09	MM	ISSUED FOR PERMIT
4	11/11/09	MM	ISSUED FOR PERMIT
5	11/11/09	MM	ISSUED FOR PERMIT
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N
Northern
ENGINEERING INC
 PROFESSIONAL LAND SURVEYING
 1044 C. 900 N.
 OREM, UTAH 84097
 (801) 825-8822

THE HOLLOWS
AT RIVERWOODS

PHASING PLAN
 PROVO, UTAH

DATE NO.
 3-07-09
 SHEET NO.
 2

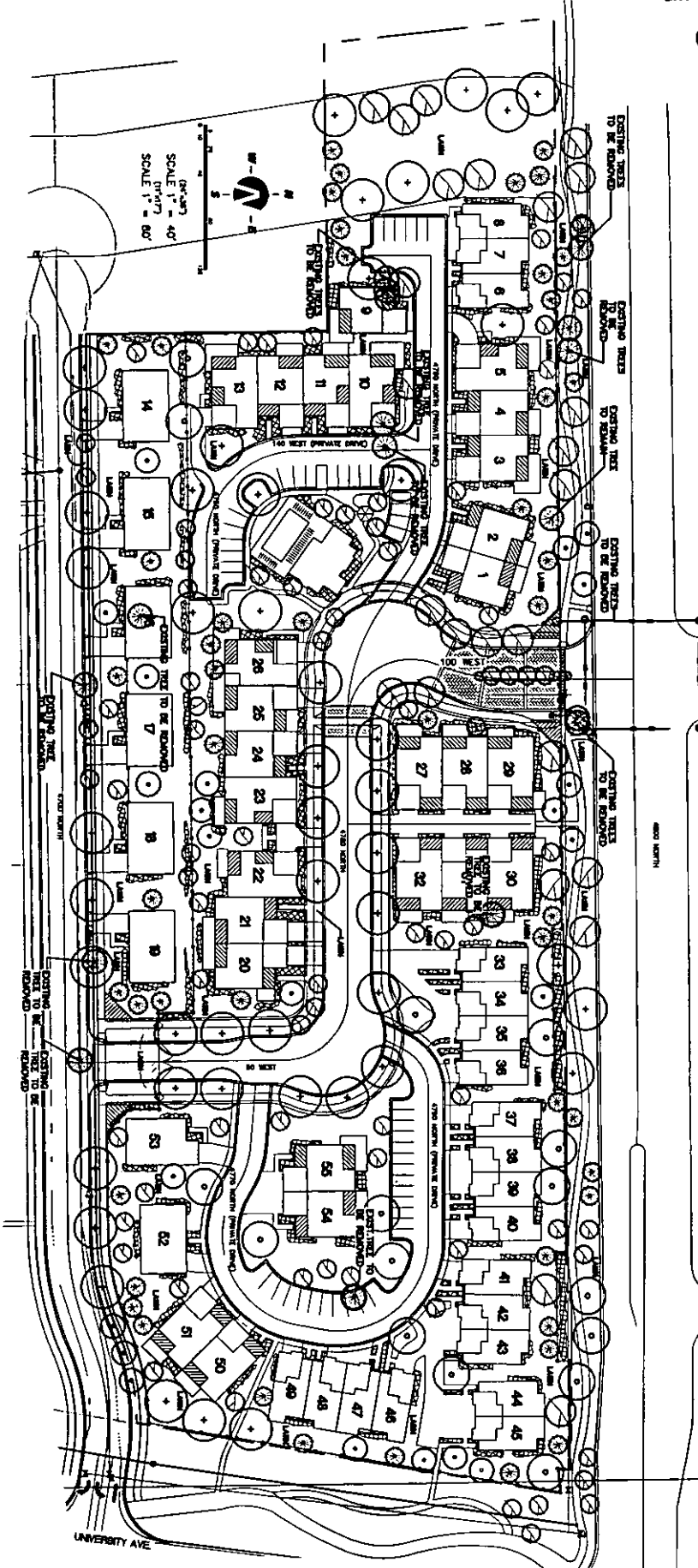
LANDSCAPE DATA

- ⊙ EVERGREEN TREE
- ⊙ FLOWERING TREE
- ⊙ FLOWERING TREE
- ⊙ FLOWERING TREE
- ⊙ EXISTING TREES ON THE SITE
- ⊙ SHADE TREE
- ⊙ SHRUB / PERENNIAL

NOTE: EXISTING TREES IN NUMBER TO BE 2 QUARTERS OF ORIGINAL SIZE. ALL TREES TO BE REMOVED SHALL BE REPLACED WITH AN EQUAL OR GREATER TREE. ALL TREES TO BE REMOVED SHALL BE REPLACED WITH AN EQUAL OR GREATER TREE. ALL TREES TO BE REMOVED SHALL BE REPLACED WITH AN EQUAL OR GREATER TREE.

	sq. ft.	AGES	%
TOTAL	411,472.48	8,448	100%
LANDSCAPING	138,289.43	3,136	33.20%
BUILDINGS	140,190.00	3,402	39.81%
DRIVEWAYS	128,259.03	2,809	33.77%

	sq. ft.	AGES	%
OVERALL TOTAL	411,472.48	8,448	100
NEW	33,830.81	878	100
NET TOTAL	377,641.67	8,637	100
BUILDINGS	113,113.00	2,844	32.84
OTHER ROADS	42,208.00	1,088	11.34
DRIVEWAYS	35,935.00	833	9.32
PAVING	121,700.00	2,729	3.71
DRIVEWAYS	18,612.00	415	5.19
LANDSCAPING	132,031.97	3,449	40.28

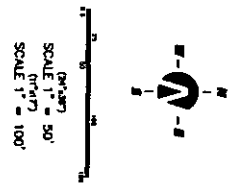
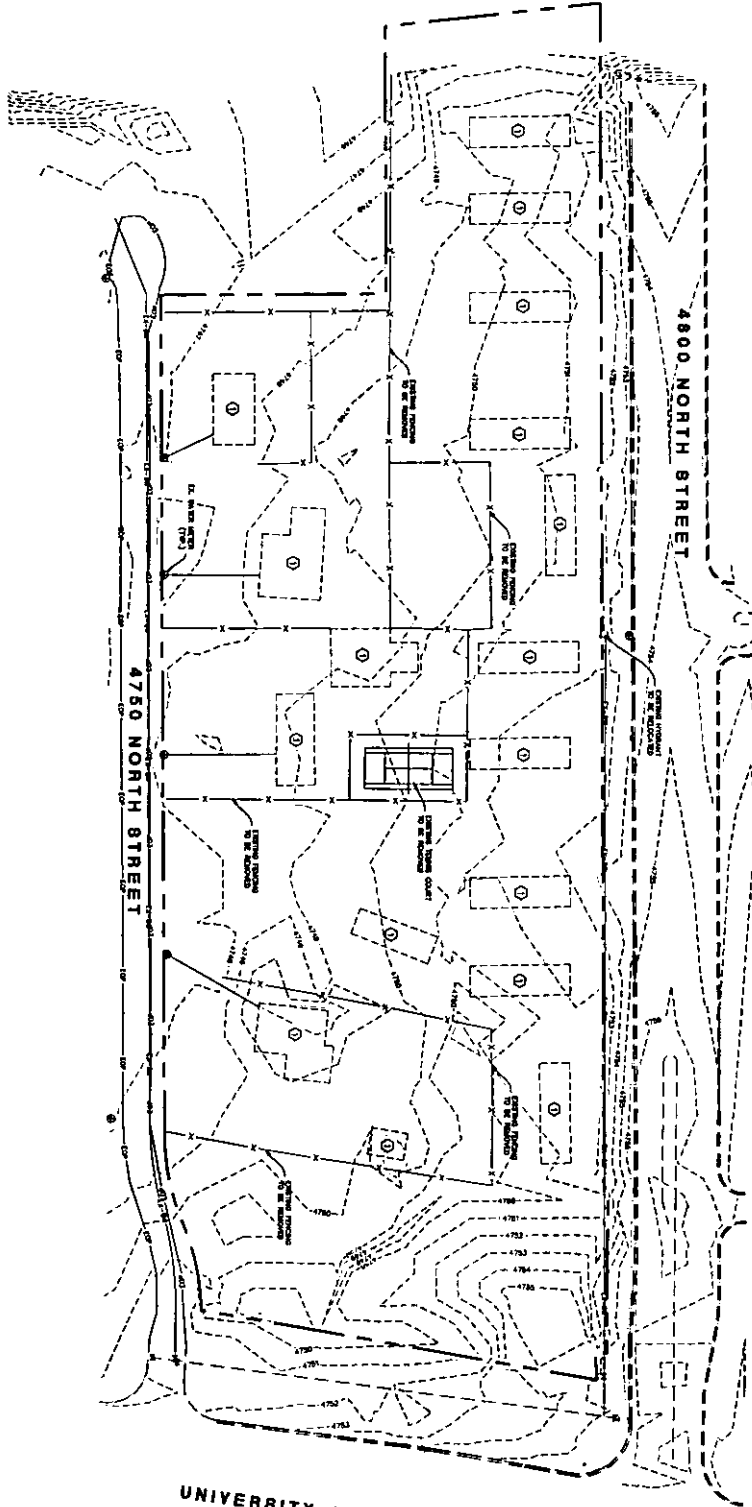


PROJECT NO.	2281:2009	DATE	7/7/08
CLIENT	PROVO, UTAH	PROJECT	PRELIMINARY LANDSCAPING
DESIGNER	Northern Engineering Inc.	LOCATION	PROVO, UTAH
SCALE	1" = 40'	SHEET NO.	3-07-028
SCALE	1" = 80'	SHEET NO.	4

Northern Engineering Inc.
1040 E. 900 N., SUITE 200
PROVO, UTAH 84607
(801) 866-8892

THE HOLLOWES at RIVERWOODS

- DEMOLITION NOTES
- ① EXISTING STRUCTURE TO BE DEMOLISHED
 - ② ALL EXISTING SERVICE UTILITIES TO BE ABANDONED AS PER MINOR CITY REQUIREMENTS AT THE WORK
 - ③ COOPERATION WITH COUNTY HEALTH DEPARTMENT REQUIRED PRIOR TO REMOVAL OF AIR SERVICE STATIONS



NO.	DATE	DESCRIPTION
1	11/11/09	ISSUED FOR PERMITS
2	01/20/10	REVISED PER PERMITTING
3	02/02/10	REVISED PER PERMITTING
4	02/02/10	REVISED PER PERMITTING
5	02/02/10	REVISED PER PERMITTING
6	02/02/10	REVISED PER PERMITTING
7	02/02/10	REVISED PER PERMITTING
8	02/02/10	REVISED PER PERMITTING
9	02/02/10	REVISED PER PERMITTING
10	02/02/10	REVISED PER PERMITTING

Northern
ENGINEERING INC
PROFESSIONAL ENGINEERING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OGEA, UTAH 84097
(801) 802-8982

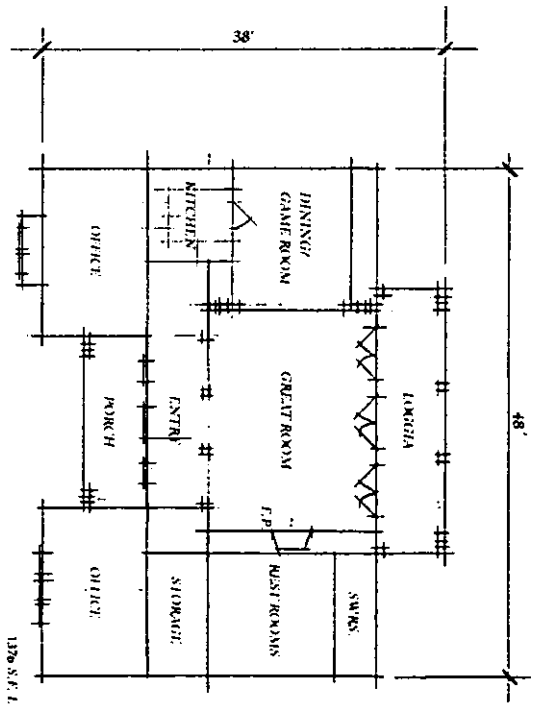
THE HOLLOWS
AT RIVERWOODS

DEMOLITION PLAN
PROVO, UTAH

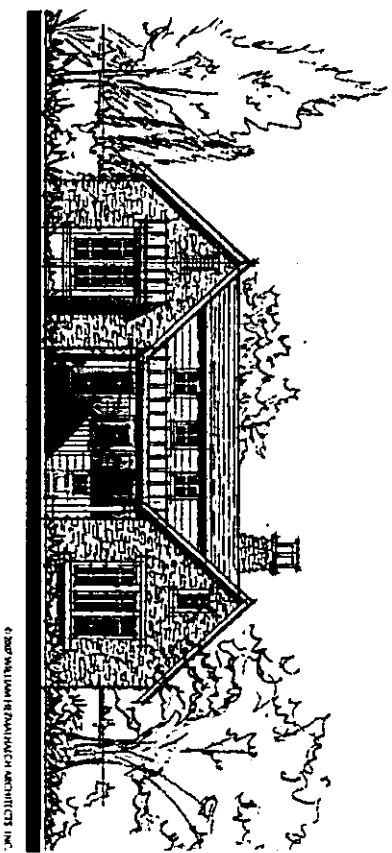
JOB NO.
3-07-028
SHEET NO.
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UNIVERSITY AVE (SR 189)

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1370 S.E. LIVING
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 1050 TOTAL S.F.



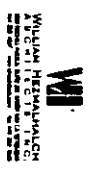
Club House Scheme A

Hollows at Riverwoods

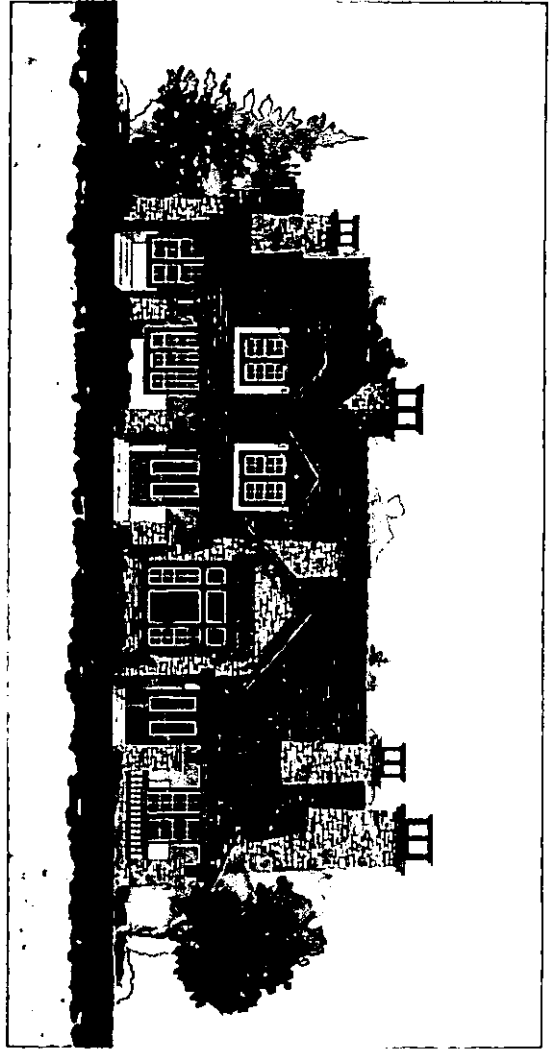
Provo, Utah
 Summit Development

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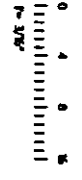
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Rear



Front



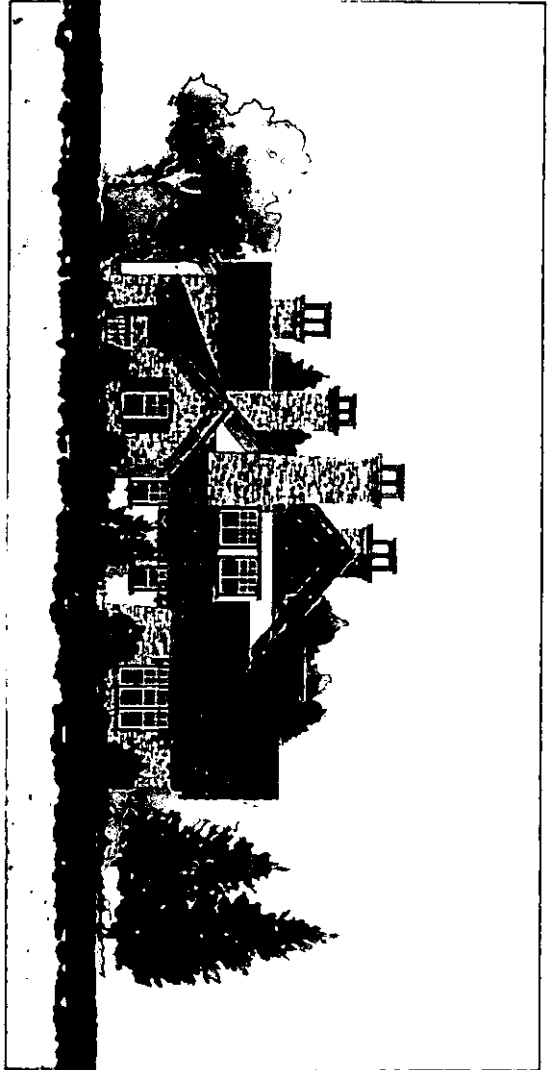
2 Unit Masonette
Hollows at Riverwoods
Provo, Utah
Summit Development

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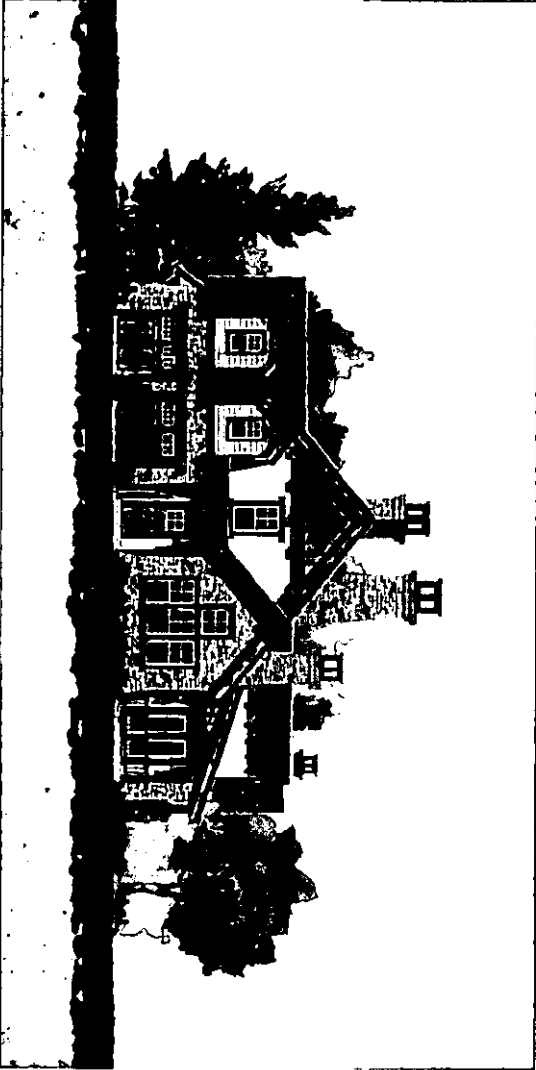
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Left



Right



2 Unit Mansionette

Hollows at Riverwoods

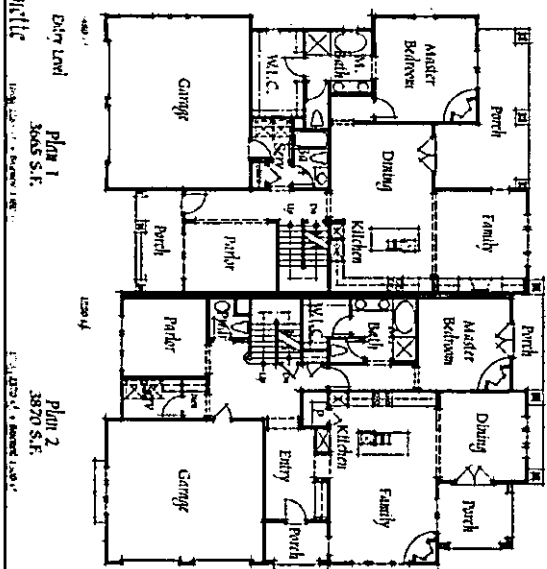
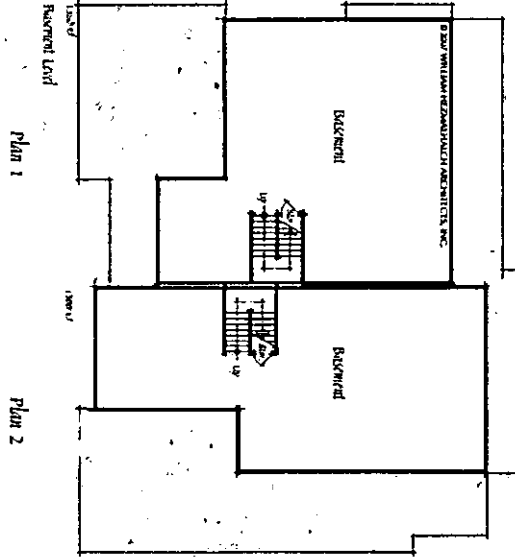
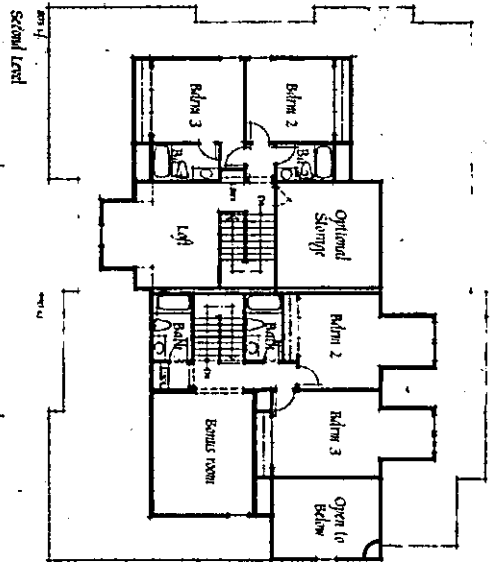
Provo, Utah
Summit Development

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Inch(es)
= 32'

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200709 November 9, 2007

WJ
WILSON JENSEN ARCHITECTS
A U.S. FIDELITY & BOND COMPANY
1000 North 1000 West, Suite 100
Salt Lake City, Utah 84119
Tel: 801.466.1000 Fax: 801.466.1001
www.wilsonjensen.com



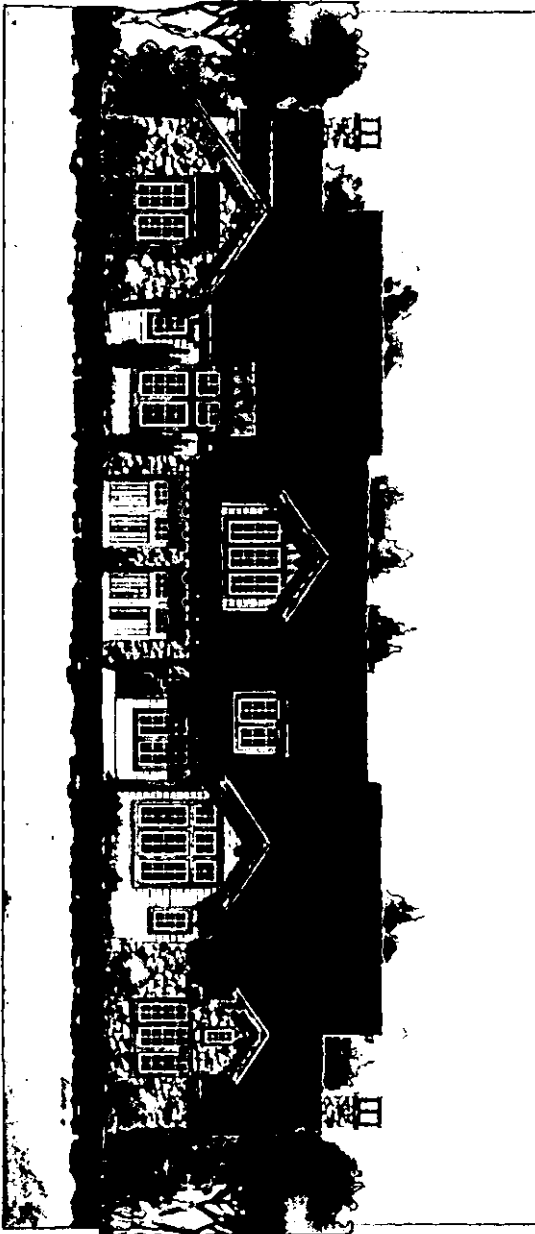
Hollows at Riverwoods

Provo, Utah
Summit Development

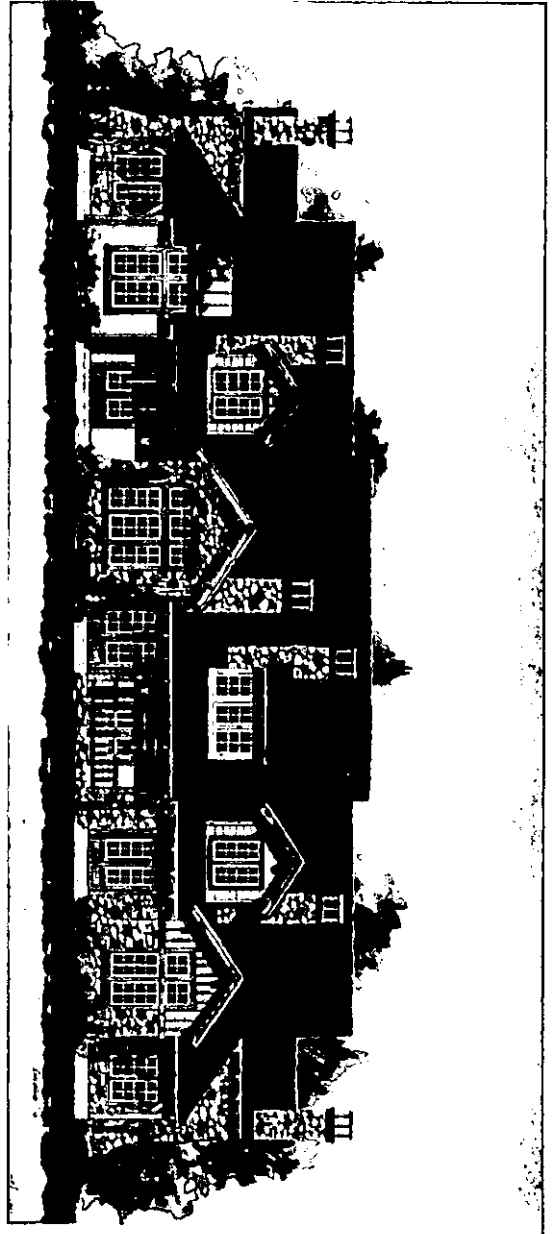


0 4 8 12
Feet

FRONT



REAR



Hollows at Riverwoods
Provo, Utah
Summit Development

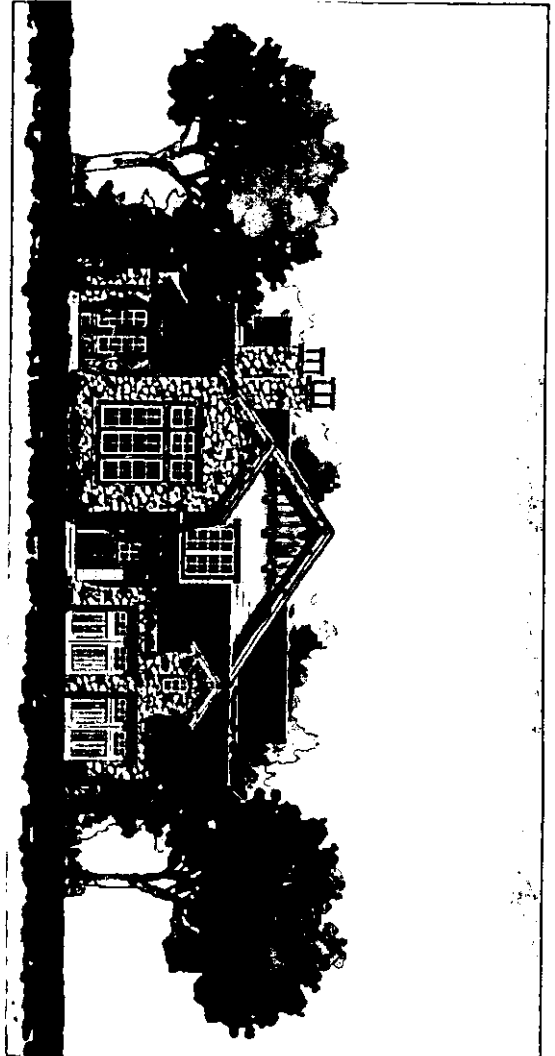
3 Unit Masonette

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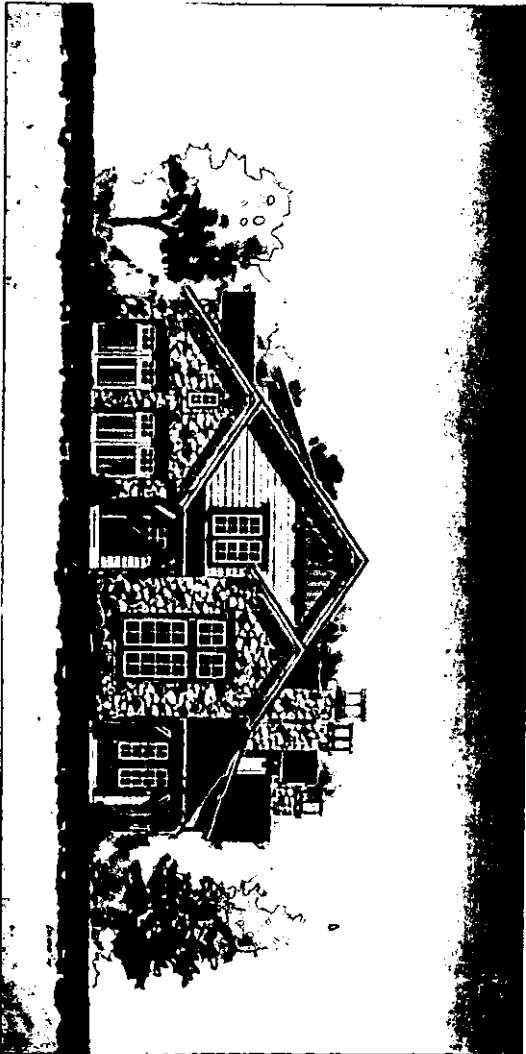
2007209 November 9, 2007

WILLIAM WENNINGER ARCHITECTS
INC.
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
TEL: 801.487.1000
WWW.WWARCHITECTS.COM

Left



Right



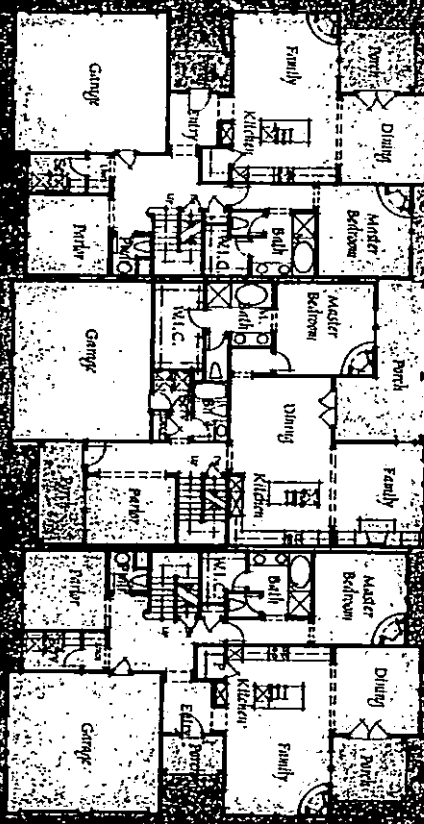
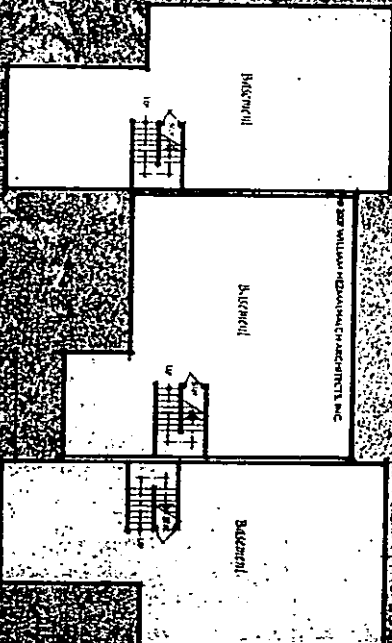
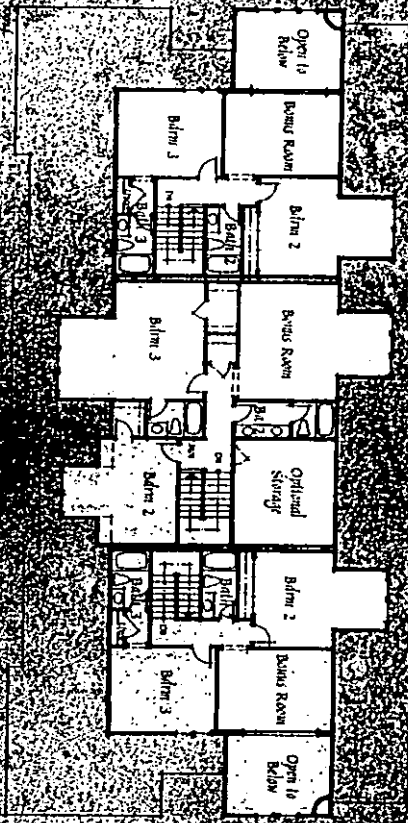
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Hollows at Riverwoods
Provo, Utah
Summit Development

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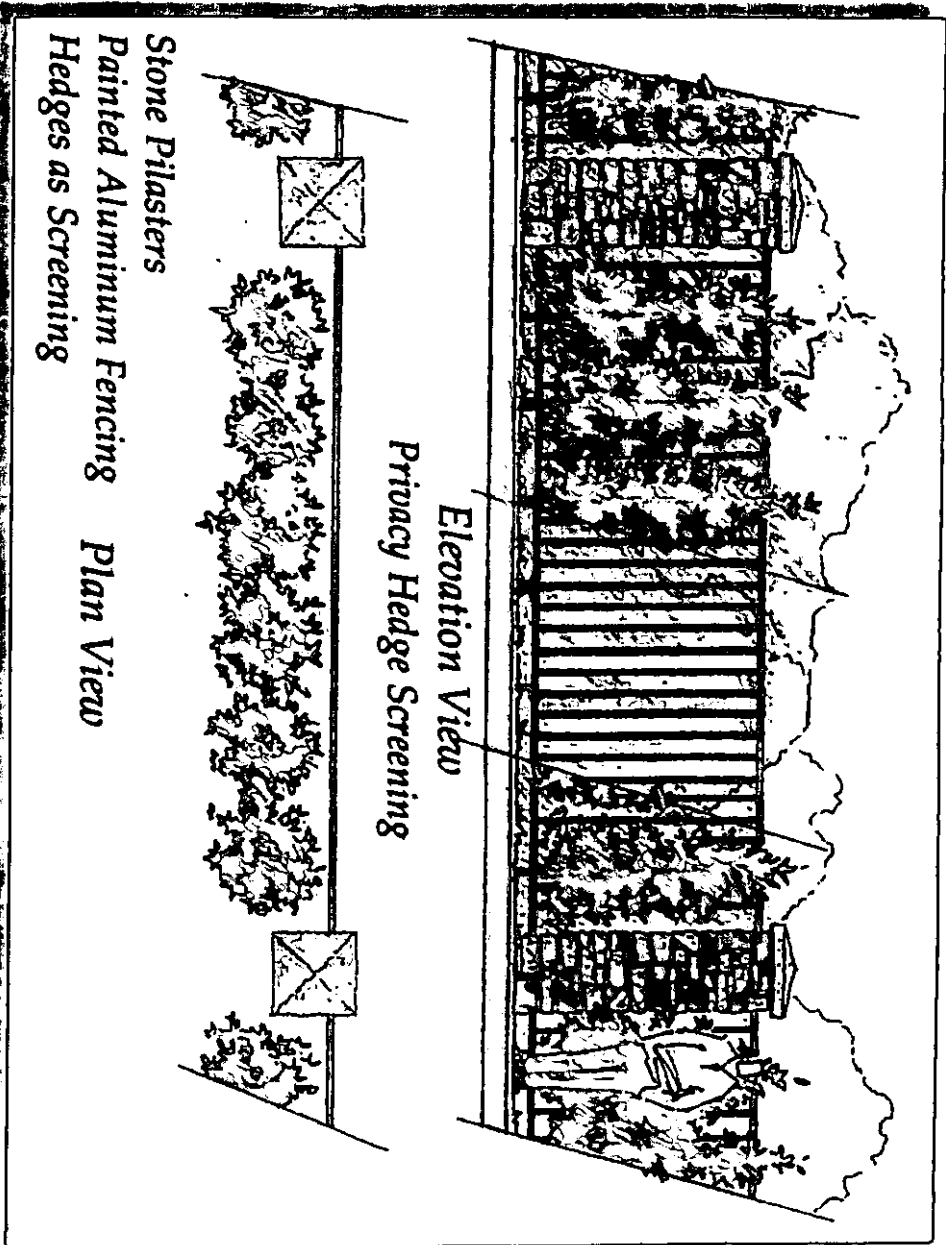
200709 November 9, 2007

W
WILLIAM HARRINGTON ARCHITECTS, INC.
1000 WEST 1000 SOUTH, SUITE 100
SALT LAKE CITY, UT 84119
TEL: 801.487.1000 FAX: 801.487.1001
WWW.WHARRINGTONARCHITECTS.COM



0 1 2 3 4 5
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Hollows at Riverwoods
 Provo, Utah
 Summit Development



Stone Pilasters
Painted Aluminum Fencing
Hedges as Screening

Decorative Privacy Fencing

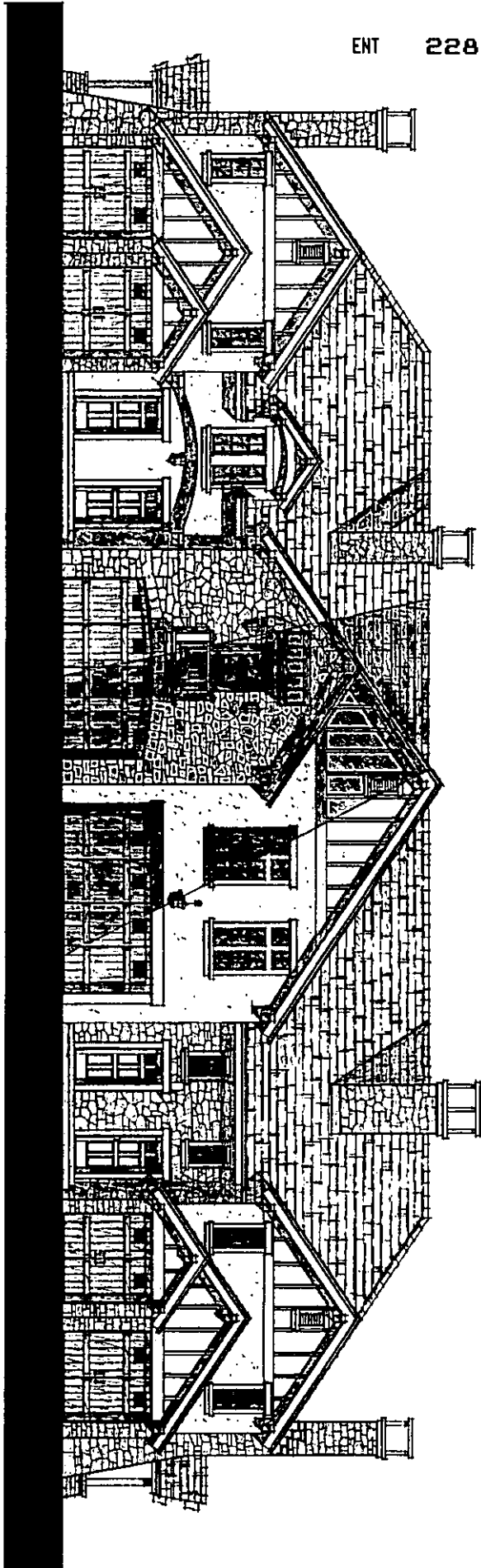


Exhibit "D"
Special Conditions
Hollows at Riverwoods Project Redevelopment Option
99 West 4800 North, Provo, Utah

The following requirements shall apply to development of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

Development of land in the Project described in the within Agreement shall be subject to the following Special Conditions. All final plans for the Project shall note these conditions on the body of the plan along with all other notes required by Provo City; provided, however, that a condition need not be placed on a final plan as a note if such plan clearly illustrates the substance and requirements of the condition, except as otherwise provided in the Special Conditions below.

1. Development of the Project shall consist of not more than fifty-five (55) dwelling units as shown on the preliminary project plan set forth in Exhibit "C" of the within Agreement.

2. The Project shall have a minimum of one hundred ninety-seven (197) parking spaces (45 visitor and 152 residential).

3. Prior to the issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the Project which shall run with the land. Provo City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

A. establish a property owners association for the Project;

B. require the property owners association to manage common area within the Project, including the collection of necessary management fees;

C. limit occupancy in the Project to one (1) family per dwelling unit as such term is defined in Section 14.06.02 of the Provo City Code, as amended; provided, however, that when a dwelling unit is not occupied by a head of household, the maximum number of related or unrelated individuals who may occupy the unit shall be limited to two (2) adult individuals and any children of either individual;

D. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants of the Property which are parked on and/or operated from the Property to not more than the number of legal parking spaces, excluding handicap and visitor parking spaces, located on the Property;

E. prohibit parking of recreational vehicles on the Property;

F. require Developer, the property owners association, and any subsequent owner of the Property to notify potential owners and occupants of the Property of the foregoing

parking and occupancy limitations prior to any purchase or lease of the Property or any portion thereof, including any dwelling unit on the Property;

G. require adoption of an enforcement policy that (i) requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners association and (ii) has penalties for non-compliance; and

H. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from Provo City. Any such modification or removal shall be deemed an amendment to the within Agreement and shall be accomplished as provided in Paragraph 14(I) thereof.

4. The Special Conditions set forth in Paragraphs 3 and 4 shall run with the land and shall survive the within Agreement as provided in Paragraph 11 thereof. Provided, however, that the parties to the within Agreement, or their successors or assigns, may elect to modify or remove the foregoing conditions on the Property. Modification or removal of any special condition set forth in Paragraph 3 shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the Municipal Council as provided in Section 14(I) of the within Agreement.

5. The Special Conditions set forth in Paragraph 3, except Conditions A and B, shall be included on each recorded plat for Property, including but not limited to any condominium plat.

6. No public access shall be allowed from 4750 North to the Property. Secured access may be provided for emergency vehicles via a locked gate or by similar means which limits public access.

7. A decorative masonry wall, as approved by City's Planning Commission, shall be provided around the perimeter of the Property except at intersecting streets or other approved access points.

8. If the Project is not developed in a single construction phase, a bond, satisfactory to City, shall be provided to assure construction of:

A the decorative masonry wall, described in Special Condition 7, as part of the first phase of the Project and; and

B. the clubhouse, as shown on Exhibit "C" of the within Agreement, as part of the second phase.