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 Book - 9943 Pg - 4525-4549
 Gary W. Ott
 Recorder, Salt Lake County, UT
 BONNEVILLE SUPERIOR TITLE
 BY: eCASH, DEPUTY - EF 25 P.

When recorded, please return to:

Carl W. Barton, Esq.
 c/o Holland & Hart LLP
 222 South Main, Suite 2200
 Salt Lake City, UT 84101

Tax Parcel No.: 20-11-400-^{CASH}~~037~~ - portion of

151904

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS GRANT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made as of the 12 day of August, 2011, (the "Effective Date"), by and between Security Investment Ltd, a Utah limited partnership ("Seller"), and SCP Westridge I, LLC, a Utah limited liability company ("Buyer").

Recitals:

- A.** Strategic Land Development, LLC, a Utah limited liability company ("Strategic"), Buyer's predecessor in interest, and Seller entered into that certain Real Estate Purchase Contract, dated June 21, 2011 (as amended by that certain Amendment to Real Estate Purchase Contract, dated July _____, 2011, and as further amended by that certain Second Amendment to Real Estate Purchase Contract, dated August 12, 2011, the "REPC"), pursuant to which Strategic agreed to purchase from Seller a portion of certain real property located in West Valley City, Salt Lake County, State of Utah, consisting of approximately sixteen and 16/100ths (16.16) acres, as such real property is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").
- B.** Strategic assigned to Buyer all of the buyer's interest under the REPC, and Buyer has therefore become the buyer under the REPC for all purposes thereunder.
- C.** The REPC permits Buyer to acquire and develop the Property in phases and requires, among other things, that Buyer's initial purchase of a portion of the Property be comprised of a portion of the southwestern-most corner of the Property.
- D.** Seller and Buyer wish to provide for the orderly sale and development of the Property as required by the REPC and as more fully set forth in this Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1.** Submission of the Property. The Property shall be held, used, developed, occupied, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

2. Development of the Property.

a. Generally. The Property shall be developed in accordance with the terms and conditions of this Declaration, the Development Agreement attached hereto as Exhibit B or any successor document approved in writing by Seller (the "Development Agreement"), and otherwise in compliance with all applicable state and local ordinances and other applicable legal requirements. Buyer shall use its diligent best efforts to develop the Property in a timely and first-class manner, using sound construction and development principles, and using contractors approved by Seller in writing, which approval shall not be unreasonably withheld. For the purposes of this Declaration, Seller's disapproval of a contractor shall be deemed reasonable if (i) such contractor is not properly licensed with the State of Utah, bonded, and/or insured in commercially reasonable amounts; or (ii) such contractor is then or previously has been the defendant in a law suit regarding construction defects and/or a breach of contract claim within the twenty-four (24) month period immediately preceding the date on which Seller receives Buyer's request for approval of such contractor by Seller. If Seller does not disapprove of a contractor in writing within five (5) calendar days after Seller receives a written request for such approval, together with such information as Seller may reasonably request regarding such contractor, then the contractor proposed by Buyer shall be deemed to be approved by Seller for all purposes under this Declaration. All costs and expenses incurred with respect to the development of the Property shall be borne solely by Buyer, and Buyer shall set aside sufficient funds and resources to develop each phase of the Property with respect to which Buyer has exercised the applicable option. In connection with such development, Buyer may grant a security interest in Buyer's interest in the particular phase under development to a lender making a loan, the proceeds of which will be used for such development; provided, however, that: (1) any such lien shall encumber solely that portion of the Property that is then being developed by Buyer; (2) any such lien-holder shall execute a subordination agreement required by Seller pursuant to which such lien-holder acknowledges that: (a) such lien does not encumber any other portion of the Property; and (b) the lien of such lien-holder's security interest in such phase of the Property is, and at all times shall remain, subordinate to the terms of this Declaration; and (3) Buyer shall not permit any other lien or encumbrance, including, without limitation, any mechanic's lien, to attach to the Property. Buyer shall not permit, without the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion, any other liens or encumbrances of any kind to attach to or otherwise encumber the Property or any portion thereof, including, without limitation, deeds of trust, mortgages, security agreements, fixture filings, financing statements, and claims of lien under any mechanic's, materialmen's or other lien statute.

b. Phases. Buyer and Seller hereby acknowledge and agree that it is such parties' intention that the Property will be developed commencing in the southwestern-most corner of the Property and proceeding therefrom in a northeasterly direction. Buyer's acquisition and development of the Property shall occur in phases, and no portion of the Property shall be developed until: (i) Buyer has exercised the option with respect to such phase pursuant to and in accordance with the provisions of Section 2.2.1 of the REPC; (ii) Seller has approved the location, layout, and other aspects of such phase, which approval Seller may withhold and/or condition in Seller's sole discretion, provided, however that Seller shall reasonably cooperate with West Valley City and applicable utilities company regarding the location, layout, and other aspects of such phase; and (iii) Buyer shall have received approval from the West Valley City

Council with respect to the development of the Property (or, if applicable, the particular phase of the Property proposed to be developed), which approval Buyer will use its best efforts to obtain in a timely manner and at Buyer's sole cost and expense. The terms and conditions of Section 2.2.1 of the REPC that address the phasing of the Property are hereby incorporated into and made a part of this Declaration the same as if such provisions were set forth in herein, and Buyer and Seller hereby acknowledge and agree that such terms and conditions shall survive the execution, delivery, and recording of this Declaration and any deed(s) with respect to any portion of the Property.

c. Insurance; Indemnification; Bond.

(i) Buyer shall maintain at all times throughout the term of this Declaration, at Buyer's sole cost and expense: (a) fire and casualty insurance with respect to the improvements situated on the Property; (b) a commercial general liability policy with respect to Buyer's operations in, on, and about the Property; (c) worker's compensation insurance in amounts required by applicable legal requirements; and (d) such other insurance coverage as Seller shall require in its reasonable discretion. All policies, except worker's compensation coverage, shall: (i) name Seller as an additional insured; (ii) contain waiver of subrogation clauses/endorsements; and (iii) be in such amounts as Seller may reasonably require. Buyer shall provide Seller with evidence of the coverage required under this paragraph upon Seller's demand.

(ii) Buyer will indemnify, defend, and hold Seller and its members, officers, directors, agents, and employees harmless from any and all liability, loss, cost, claim, damage, and expense (including, without limitation, reasonable attorneys' fees) arising from an incident which occurred in, on, or about the Property.

(iii) Prior to the commencement of improvements with respect to any phase of the Property, Buyer, at its sole cost and expense, shall furnish to Seller a performance and completion bond guaranteeing the completion of the improvements to such phase free and clear of all liens and other charges. Such bond shall be issued by an insurance company reasonably approved by Seller and in a form reasonably acceptable to Seller. Notwithstanding the foregoing, such performance and completion bond shall not be required if West Valley City requires and Buyer provides, at its sole cost and expense, a performance and completion bond in amounts necessary for the completion of the construction in question, in which case such compliance by Buyer shall be deemed sufficient for all purposes under this subsection (iii). If the bonding required by West Valley City is not sufficient, in Seller's reasonable judgment, to complete such construction, Buyer shall obtain such performance and completion bonding as Seller shall reasonably require.

3. Dedication of Park Area. Upon completion of the development of the last phase of the Property, Buyer shall dedicate to West Valley City or its designee the approximately 1.34-acre portion of the Property identified on Exhibit C attached hereto and made a part hereof (the "Site Plan"), as the "Park".

4. Term. The term, of this Declaration and the covenants, conditions, and restrictions set forth herein shall automatically expire upon written notice from Seller, in Seller's sole and absolute discretion, and otherwise upon the last to occur of the following: (a) the completion of the development of all phases of the Property; and (b) Buyer dedicates the Park to, and such dedication is accepted by, West Valley City; provided, however, that in the event Buyer does not exercise the options given to Buyer pursuant to and in accordance with the terms and conditions of Section 2.2 of the REPC, as a result of which Buyer's rights or options terminate as set forth in Section 2.2.1 of the REPC, then Seller, in its sole and absolute discretion and without the requirement of any action on the part of Buyer, may terminate this Declaration, upon which termination the conditions, covenants, and restrictions hereof shall immediately and automatically cease to apply to the Property. In such event, Buyer hereby appoints Seller as Buyer's attorney-in-fact to execute for and on behalf of Buyer any and all documents Seller deems necessary to effect and/or evidence such termination.

5. Remedies. Upon any breach or default (or threat thereof) by Buyer of any of its obligations under this Declaration, Seller at its election may pursue and will be entitled to injunctive or other equitable relief, either prohibitive or mandatory, to prevent the applicable breach or to enforce the performance or observance of the terms of this Declaration. In addition to the foregoing, Seller will also be entitled to pursue an action for damages suffered because of a breach or default. The foregoing remedies are cumulative with, in addition to, and non-exclusive of one another and any other remedies available to Seller under this Declaration, at law, and in equity, and any or all such remedies may be pursued by Seller, either successively or concurrently as Seller may determine, and the exercise of any one remedy will not be construed as or constitute a bar to the exercise of any other remedy. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and expenses and court costs, that Seller may incur in exercising any of its rights and remedies hereunder.

6. General Provisions.

a. Declaration. The term "covenants" and/or "Declaration" as used herein shall mean collectively the covenants, conditions, and restrictions imposed by or expressed in this Declaration.

b. Hazardous Materials. Buyer shall not suffer, allow, permit or cause, except in quantities permitted by, and in compliance with, applicable legal requirements, the generation, accumulation, storage, possession, release or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state or local laws, ordinances, rules, and regulations. Buyer shall indemnify and hold Seller harmless from any and all liabilities, penalties, demands, actions, costs and expenses (including without limitation reasonable attorneys' fees), remediation and response costs incurred or suffered by Seller, or by Seller's directors, officers, members, agents, employees, contractors or invitees, directly or indirectly arising out of any use of any hazardous substance or toxic material at the Property.

c. No Assignment. Buyer's obligations under this Agreement may not be transferred or assigned without Seller's prior written consent, which consent Seller may withhold in its sole and absolute discretion.

d. Nature and Effect of Covenants, Conditions, and Restrictions. Each and all of the covenants, conditions, and restrictions contained in this Declaration:

i. Are made for the direct, mutual and reciprocal benefit of the parties hereto;

ii. Create mutual equitable servitudes upon each portion of the Property in favor of the other portions of the Property;

iii. Constitute covenants running with the land and are a burden on the Property; and

iv. Shall bind every person having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the covenant, condition, or restriction, in question.

e. Severability. Should any of the covenants contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

f. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

g. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the Property, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferee and assigns, binds himself, his heirs, personal representatives, successors, transferee and assigns, to all of the provisions restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges and evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferee thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by Seller and any successor or assignee of Seller.

h. No Public Dedication. Nothing herein contained will be deemed to be a grant or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of parties that this Declaration be strictly limited to the purposes herein expressed.

i. Governing Law. This Declaration will be governed by, and construed in accordance with, the laws of the State of Utah.

[signatures appear on the following page]

The undersigned parties have caused this Declaration to be executed as of the Effective Date.

SELLER:

BUYER:

Security Investment Ltd,
a Utah limited partnership

SCP Westridge I, LLC,
a Utah limited liability company

By: Mary S. Hepworth
Name: Mary S. Hepworth
Its: general partner
Date: 8/12/11

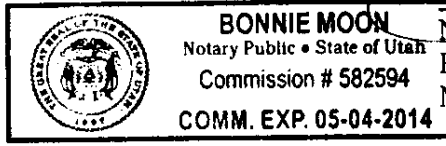
By: Cody H. Wright
Name: Cody H. Wright
Its: Manager
Date: 8-12-11

By: Alice S. Johnson
Name: Alice S. Johnson
Its: general partner
Date: 8-12-11

State of Utah)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 12 day of Aug., 2011, by Mary S. Hepworth, the general partner of Security Investment Ltd, a Utah limited partnership, for and on behalf of such partnership.

Bonnie Moon
Notary Public
Residing at: _____
My commission expires: 5/4/14



State of Utah)
)ss.
County of Davis)

The foregoing instrument was acknowledged before me this 12 day of Aug., 2011, by Alice S. Johnson, the general partner of Security Investment Ltd, a Utah limited partnership, for and on behalf of such partnership.

Bonnie Moon
Notary Public
Residing at: _____
My commission expires: 5/4/14



The undersigned parties have caused this Declaration to be executed as of the Effective Date.

SELLER:

BUYER:

Security Investment Ltd,
a Utah limited partnership

SCP Westridge I, LLC,
a Utah limited liability company *

By: _____
Name: _____
Its: _____
Date: _____

By: Colin H
Name: Colin H. Wright
Its: Manager
Date: 8-12-11

* see attached for additional
managers signatures

By: _____
Name: _____
Its: _____
Date: _____

State of _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of Security Investment Ltd, a Utah limited partnership, for and on behalf of such partnership.

Notary Public
Residing at: _____
My commission expires: _____

State of UTAH)
)ss.
County of DAVIS)

The foregoing instrument was acknowledged before me this 9 day of AUGUST, 2011, by COLIN WRIGHT, the MANAGER of Security Investment Ltd, a Utah limited partnership, for and on behalf of such partnership. SCP WESTRIDGE I, LLC
Liability Company



Jessica Hogan
Notary Public
Residing at: WEST JORDAN, UT
My commission expires: 09-12-12

Signature addendum:

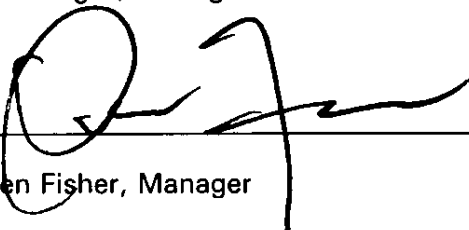
SCP Westridge 1, LLC, a Utah Limited Liability Company

By: Strategic Capital Partners, LLC, a Utah Limited Liability Company

Its: Manager

By: 
Chad Bessinger, Manager

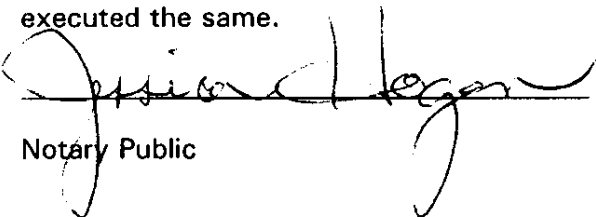
By: 
Colin Wright, Manager

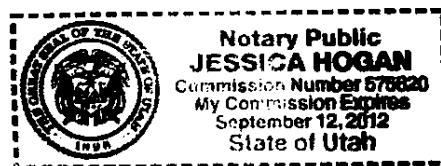
By: 
Owen Fisher, Manager

State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 9 day of August, 2011 by Chad Bessinger, Colin Wright, and Owen Fisher, who are managers of Strategic Capital Partners, LLC who is the manager of SCP Westridge 1, LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed in behalf of said Limited Liability Company by authority of a resolution of its members, and said Chad Bessinger, Colin Wright, and Owen Fisher acknowledged to me that said Limited Liability Company executed the same.


Notary Public



State of _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of SCP Westridge I, LLC, a Utah limited liability company, for and on behalf of such company.

Notary Public
Residing at: _____
My commission expires: _____

5151695_6.DOC

EXHIBIT "A"

Beginning at the Southeast corner of Section 11, Township 2 South, Range 2 West, Salt Lake Meridian, and running thence North 89°39'41" West 753.001 feet; thence North 0°02' West 1053.001 feet; thence South 89°39'41" East 753.001 feet; thence South 0°02' East 1053.001 feet to the point of beginning. Less Streets and Canal.

Less and Excepting

A parcel of land in fee, being part of an entire tract of property situate in the Southeast Quarter Southeast Quarter of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The Boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of Section 11, and running South 89°58'20" West 53.00 feet along the Section line; thence North 0°01'40" West 1053.41 feet to the North property line of said entire tract; thence South 89°58'20" East 53.00 feet to the Section line; thence South 0°01'40" East 1053.41 feet along said Section line to the point of beginning as shown on the Official Map of said Project on file in the Office of the Utah Department of Transportation.

Also Less and Excepting

Beginning at a point which is North 89°39'43" West, 53.00 feet along the section line from the Southeast corner of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 89°39'43" West, 241.40 feet; thence North 00°17'57" East, 313.47 feet; thence South 89°39'43" East, 239.58 feet; thence South 00°02'01" East 313.48 feet to the point of beginning.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 9th day of August, 2011, by and between SCP Westridge 1, LLC, a Utah Limited Liability Company, (herein "Developer") for land to be included in or affected by a project located at 5610 West 5400 South, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City"); and

RECITALS:

WHEREAS, Developer owns approximately 16.39 acres of real property located within the City limits of West Valley City, Utah as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a planned unit development (PUD) (the "Project") at 5610 West 5400 South; and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement; and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives; and

WHEREAS, Developer is willing to design and develop the Project in accordance with the specific development issues set forth in this Agreement and Developer is willing to abide by all of the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq., and its ordinances, resolutions, and regulations and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A", and incorporated by reference herein. No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Conditions For Development.** The Project shall be developed and constructed strictly as set forth in Exhibits "B", "C", "D", and "E", which are incorporated by reference herein. The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO: SCP Westridge 1, LLC
Attn: Colin H. Wright, Manager
500 North Market Place Drive
Centerville, UT 84014
Developer Office Phone: 801-335-8500
Developer Cell Phone: 801-7219079
Developer E-mail: Colin@stratcappartners.com

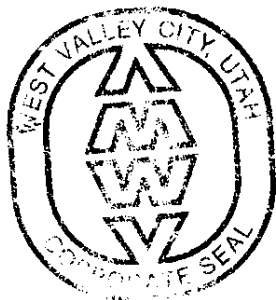
TO: West Valley City
Wayne Pyle, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Law.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah.

11. **Court Costs.** In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

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



WEST VALLEY CITY

A handwritten signature in black ink, appearing to be "M. Pyle", written over a horizontal line.

MAYOR

ATTEST:

A handwritten signature in black ink, appearing to be "Sheri K. Kendrick", written over a horizontal line.
CITY RECORDER

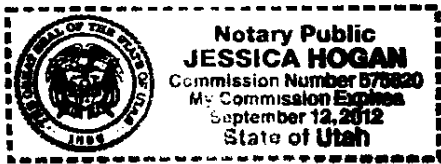
APPROVED AS TO FORM WVC Attorney's Office	
By:	A handwritten signature in black ink, written over a horizontal line.
Date:	8-9-11

DEVELOPER

By: Colin Wright
Title: Manager

State of UTAH)
County of DAVIS) :SS

On this 9 day of AUGUST, 2011, personally appeared before me COLIN WRIGHT whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the MANAGER, of SCP Westridge 1, LLC, a limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.



Jessica Hogan
Notary Public

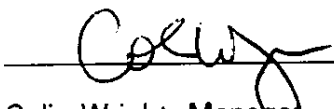
Signature addendum:

SCP Westridge 1, LLC, a Utah Limited Liability Company

By: Strategic Capital Partners, LLC, a Utah Limited Liability Company

Its: Manager

By: 
Chad Bessinger, Manager

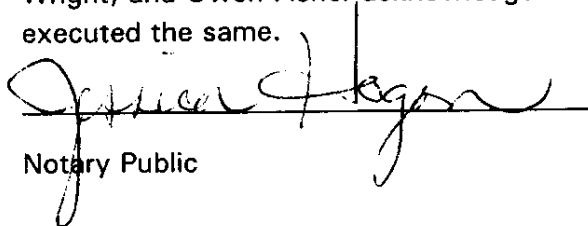
By: 
Colin Wright, Manager

By: 
Owen Fisher, Manager

State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 9 day of August, 2011 by Chad Bessinger, Colin Wright, and Owen Fisher, who are managers of Strategic Capital Partners, LLC who is the manager of SCP Westridge 1, LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed in behalf of said Limited Liability Company by authority of a resolution of its members, and said Chad Bessinger, Colin Wright, and Owen Fisher acknowledged to me that said Limited Liability Company executed the same.


Notary Public

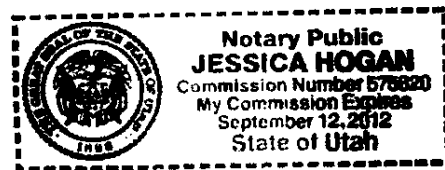


Exhibit A

Parcel #: 20-11-400-064

BEG AT SE COR OF SEC 11, T2S, R2W, SLM; N 89°39'41" W 753.001 FT; N 0°02' W
1053.001 FT; S 89°39'41" E 753.001 FT; S 0°02' E 1053.001 FT TO BEG. LESS STREETS.
16.39 AC M OR L.

Exhibit B

The Villages at Westridge

Entire Neighborhood

1. The number of residential units shall be limited to 156 townhomes. The final number of units may be less to accommodate engineering issues.
2. The number, design, and location of all curb cuts for access onto 5600 West and 5400 South must be approved by UDOT.
3. As required in Section 7-14-313 of the Zoning Ordinance, a minimum of 6 amenities shall be provided from the list in Section 7-14-313 with at least 3 of the 6 being major amenities. The park dedication described in item 18 below shall count as one of the major amenities.
4. Common area landscaping surrounding each townhome building shall be installed by the developer in conjunction with the construction of each townhome building. If construction of a townhome building is completed during winter months, the installation of landscaping may be postponed until the following May 1.
5. To provide pedestrian and vehicular access from the development to the north, the 5675 West stub street shall be extended into the development as a public right-of-way.
6. 57' as measured from the center of 5400 South shall be dedicated to UDOT as part of the subdivision process to accommodate the future widening of 5400 South.
7. 63' as measured from the center of 5600 West shall be dedicated to UDOT as part of the subdivision process. Buildings along 5600 West shall be setback at least 5' from the future right-of-way line described in Exhibit C Part 1. Also, no buildings shall be placed within the space reserved to relocate the Maverik driveway described in Exhibit C Part 2. It has been established that 5600 West will be widened further than the 63' mentioned above for Bus Rapid Transit. Any additional property needed by UTA for the BRT will need to be purchased from the Developer.
8. Pedestrian connections shall be provided as shown on the concept plan (Exhibit D) throughout the development with sidewalks that are at least 5' wide.
9. The streetscape, which includes the parkstrip width and composition, sidewalk width, landscaping behind the sidewalk and fencing, along 5600 West and 5400 South shall be determined during the preliminary plat review process.
10. The minimum pavement width on all private streets and alleys shall be determined during the preliminary plat review process.
11. This property is within the Overpressure Zone and subject to the requirements of Zone C as described in Chapter 7-10 of the Zoning Ordinance.
12. A six-foot vinyl or masonry fence shall be installed along the north property line and along the west property line. All fencing will be installed no more than 18 months after the first building permit is granted by West Valley City.
13. A certificate of occupancy shall not be issued for more than 40 townhomes until construction on the private park space and amenities has commenced. All private

park space and amenities shall be completed prior to building permits being issued by the City for no more than 140 townhomes.

14. Entry monuments shall be constructed at the entrances on 5600 West and 5400 South. The design of the entry monuments shall be determined during the preliminary plat review process.
15. The developer shall install street trees along all streets as development occurs along each street. Species of tree is to be named during the preliminary plat review process.
16. Streetlights approved by the City shall be installed by the developer along all public streets. Streetlights shall also be installed along all private streets within the development. The type of light installed along private streets shall be determined during the preliminary plat review process.
17. To facilitate the burying of overhead power lines along 5600 West in conjunction with the BRT project, the developer shall pay the City \$860 per unit as building permits are issued. These funds shall be reserved specifically for burying the overhead power lines. If the cost of burying the overhead power lines is less than the funds collected, the difference shall be refunded to the developer. If for whatever reason the overhead power lines are not buried in conjunction with the BRT project by the end of 2021, all funds paid to bury the power lines shall be refunded to the developer.
18. The developer shall dedicate the park space shown in the northwest corner of the concept plan (Exhibit D) to the City. The City shall be responsible for developing the property as a park in a timely manner.

Townhomes (R-1-4)

1. As required in the City's Zoning Ordinance, every townhome shall be constructed of 100% masonry materials as defined in the ordinance.
2. To provide variety in the development, at least three different styles of townhomes shall be included. All townhomes shall be built substantially like the renderings depicted in Exhibit E. All townhomes shall also adhere to all of the requirements in Chapter 7-14 Part 3 of the Zoning Ordinance. This means that the final elevations may need to be modified to meet the ordinance.
3. As required by the planned unit development (PUD) ordinance, at least 50% of this portion of the development shall be open space.
4. All homes shall be energy star certified.

Commercial Pads

1. Any development within this area shall be reviewed as a conditional use. The east facing façades on the commercial building(s) shall be considered primary façades when evaluating compliance with the Commercial Design Standards of the Zoning Ordinance.
2. A pedestrian connection shall be provided to the Maverik convenience store to the south.

Exhibit C

Future right-of-way for BRT

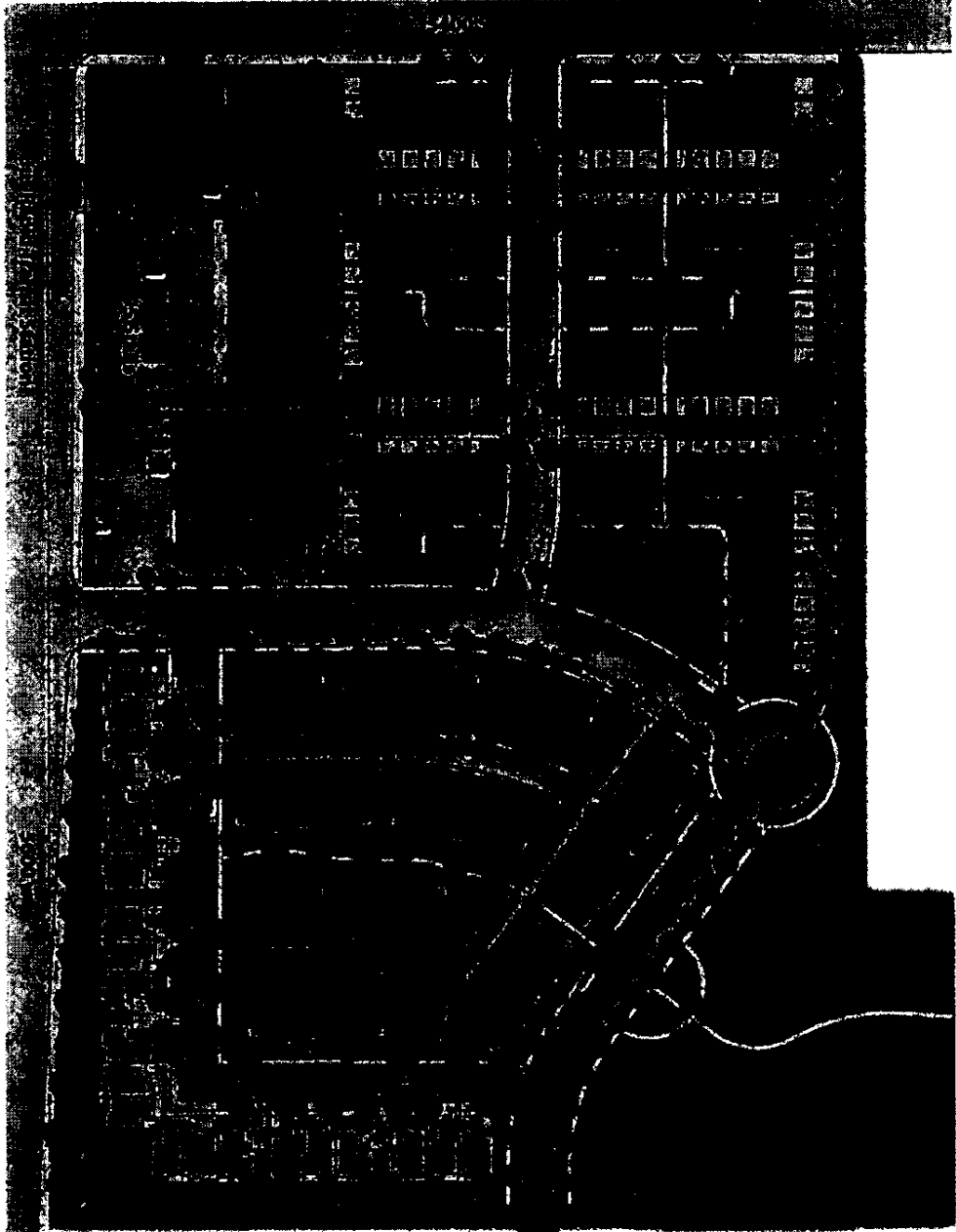
Beginning at a point on the north Right of way line of 5400 South Street, said point being North 89°24'20" West 222.35 feet and North 0°35'40" East 53.00 feet from the Southeast corner of Section 11, Township 2 South, Range 2 West, Salt Lake Base & Meridian and running thence North 0°13'26" East 2.00 feet; thence South 89°24'20" East 96.78 feet; thence North 45°13'06" East 53.78 feet; thence North 0°07'18" East 89.73 feet; thence South 89°24'20" East 1.00 feet; thence North 0°07'18" East 138.54 feet; thence North 5°57'26" West 37.81 feet; thence North 4°37'19" East 100.38 feet to a point of a 13,080.00 foot radius curve to the right; thence Northeasterly along said curve 141.63 feet through a central angle of 0°37'13" (chord bears North 0°26'01" East 141.63 feet) to a point of a 13,065.50 foot radius compound curve to the right; thence Northeasterly along said curve 184.57 feet through a central angle of 0°48'34" (chord bears North 3°26'23" East 184.57 feet) thence North 3°50'40" East 159.83' to a point of a 12,934.50 foot radius curve to the left; thence Northeasterly along said curve 108.29 feet through a central angle of 0°28'47" (chord bears North 3°36'16" East 108.29 feet) thence South 89°24'18" East 2.63 feet to the westerly Right of way line of 5600 West Street; thence South 0°13'26" West along said Right of way 985.04 feet; thence South 45°35'42" West 21.08 feet; thence North 89°24'20" West 154.00 feet to the point of beginning.

Contains 25,674 sq ft or 0.589 acres.

Maverik driveway

Beginning at a point in the westerly most property line, said point being 753.35 feet North 89°24'20" West along the section line and 55.00 feet North 00°35'40" East from the Southeast corner of Section 11, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°24'20" East 628.99 feet parallel to said section line to a point 124.00 feet South 89°24'20" West and 55.00 feet North 00°35'40" East from the southeast corner of said Section 11; thence North 45°51'09" East 51.76 feet to a point 92.00 feet North 00°13'26" East and 87.00 feet North 89°46'34" West from the southeast corner of said Section 11; thence North 00°13'26" East 140.00 feet parallel to the easterly section line of said Section 11 to a point 87.00 feet perpendicularly distance from said easterly section line; thence North 03°44'41" East 179.12 feet to a point 76.00 feet perpendicularly distance from said easterly section line; thence North 00°13'26" East 155.00 feet parallel to the easterly section line of said Section 11 to a point 76.00 feet perpendicularly distance from said easterly section line; thence North 02°55'30" East 488.05' feet to the northerly property and existing right of way line for 5600 West, said point being 53.00 feet North 89°46'34" West and 1053.29 feet North 00°13'26" East from the southeast corner of said Section 11.

EXHIBIT D



RESIDENTIAL SUMMARY

Acres	13.24
Unit / Acre	11.78
Courtyard	81
Townhouse	54
Mansion	21
Total Residential	156
Parking	
On Street	62
Garage	277
Courtyard Guest *	149
Mansion Guest *	35
Total Parking	523
Open Space	
Acres	5.63
Percent	42.5%

* Guest parking is considering cars parked in driveway

COMMERCIAL SUMMARY

Acres	2.27
Retail	18,700 Sq Ft
Parking	
Provided	95
Stalls per Sq Ft Retail	1/196
Open Space	
Acres	.48
Percent	21.3%



HENRY WALKER
HOME

Westridge
West Valley, Utah

Site Plan

EXHIBIT E



isa architects



HENRY WALKER
HOMES

Westridge
West Valley, Utah

Mansion Home



isa architects

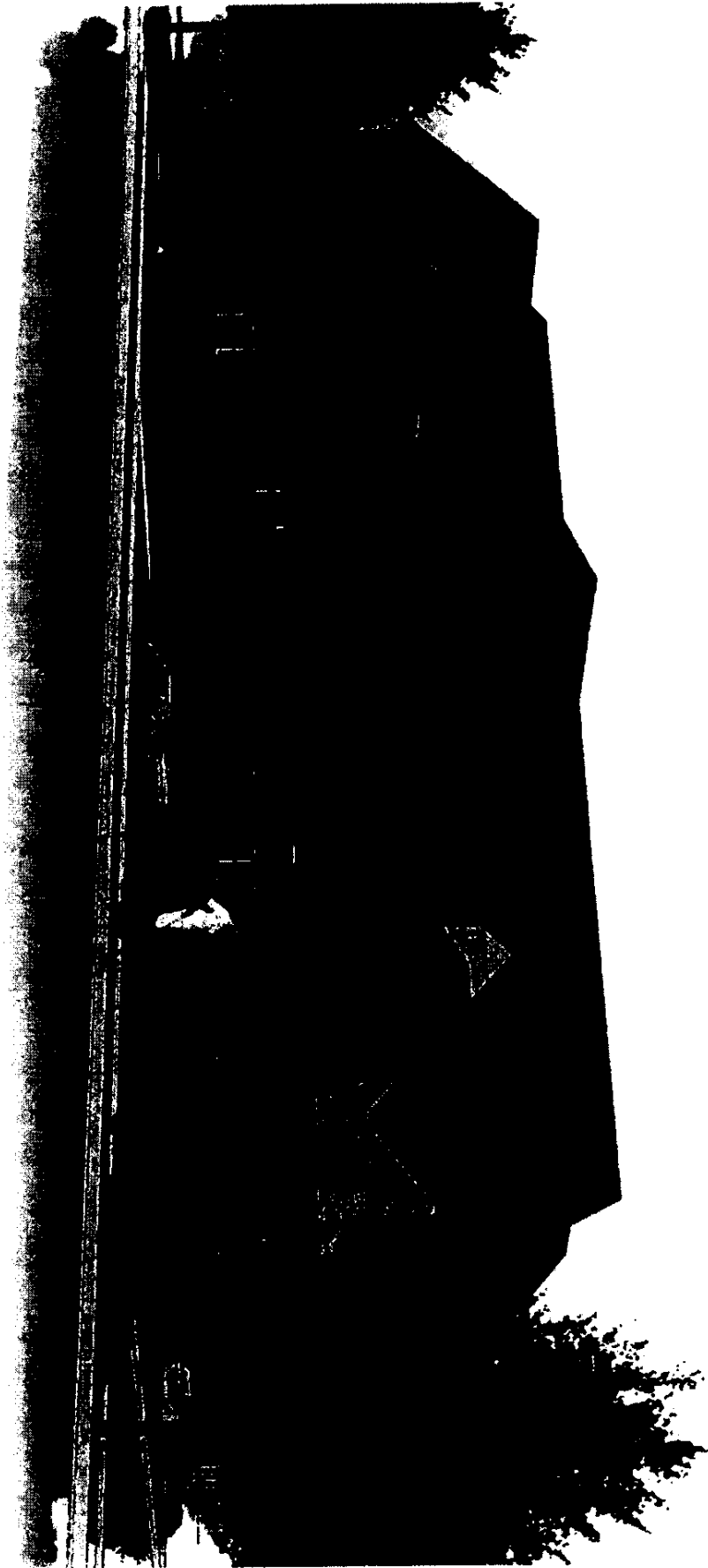
HERMAN WALKER
H O M E S



Westridge

West Valley, Utah

Townhouse





isa architects

HENRY WALKER
H O R N E T T

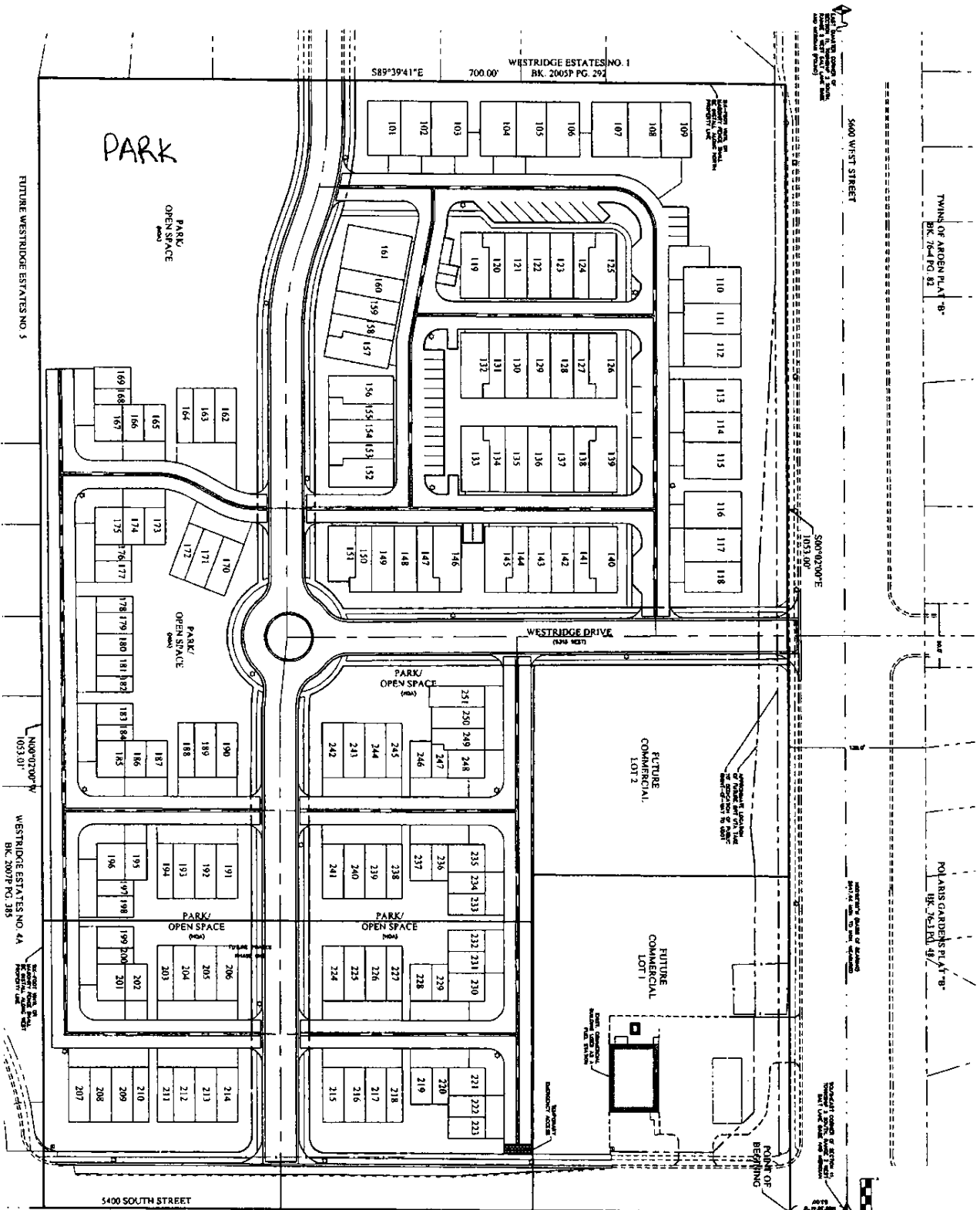


Westridge

West Valley, Utah

Courtyard





REVISION BLOCK:

NO.	DATE	DESCRIPTION

THE VILLAGES AT WESTRIDGE PRELIMINARY PLAT

CHATEAU VILLAGE NO. 1 BK. 80-7 PG. 109
 5720 WEST STREET

FOCUS ENGINEERING AND SURVEYING, LLC
 304 WEST COTTAGE AVENUE
 SANDY, UTAH 84070 (408) 408-7372
 www.focus-survey.com

REVISED BY: [Signature]

DATE: [Date]

PRELIMINARY PLAT

CO1