

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR
ACLAIME AT INDEPENDENCE
(BLAND PROPERTY/ROCKWELL NEIGHBORHOOD)**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR ACLAIME AT INDEPENDENCE (BLAND PROPERTY/ROCKWELL NEIGHBORHOOD) (“**Agreement**”) is made and entered as of the 11th day of February, 2014 (the “**Effective Date**”), by and between the CITY OF BLUFFDALE, a Utah municipal corporation (“**City**”); BLR DEVELOPMENT, INC., a Utah corporation (“**Developer**”); BLC INVESTMENT LLC, a Utah limited liability company (“**BLC**”); L.H. PERRY INVESTMENTS, LLC, a Utah limited liability company (“**Perry**”); and QUEST DEVELOPMENT COMPANY, L.L.C., a Utah limited liability company, D/B/A Impact Training (“**Impact**”). Developer, BLC, Perry, and Impact are hereinafter collectively referred to as the “**Owner**.” As used herein, the term “**Developer**” shall include all Permitted Transferees (as defined in Section 14 below), and all Developer Affiliates (as defined in Section 14 below). The City, Developer and Owner are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Owner is the owner of 44.3 acres of land located within the City (the “**Bland Property**”). The Bland Property is part of Independence at Bluffdale (“**Independence Property**” or “**Independence Project**”), a 536.15 acre mixed use master planned community that will consist of approximately 3,600 dwelling units, commercial pads, parks, trails and open space. At present, the Bland Property is zoned Mixed Use and Heavy Commercial. The Bland Property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and shall include any additional real property expressly made subject to this Agreement by the City, Owner and Developer.

B. The Bland Property and its development project (“**Bland Project**”) is part of a larger project within the Independence Project which is indirectly owned by Aclaime Bluffdale, LLC, an affiliate of BLC and Developer, and is known as “**Aclaime at Independence**” (the “**Aclaime at Independence Project**” or the “**Aclaime at Independence Property**”).

C. The City and Artemis Investments, LLC (the “**Original Developer**”), entered into a certain Development Agreement for Independence at Bluffdale (the “**Original Development Agreement**”) dated December 11, 2007 (the “**Original Effective Date**”). The Original Development Agreement was amended pursuant to that certain First Amendment to Development Agreement for Independence at Bluffdale dated March 11, 2008 (the “**First Amendment**”), and that certain Second Amendment to Development Agreement for Independence at Bluffdale dated May 3, 2011 (the “**Second Amendment**”). The Original Development Agreement, the First Amendment and the Second Amendment are collectively referred to herein as the “**Artemis Development Agreement**.”

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D. The Artemis Development Agreement relates to the development of the Independence Property located within the City and situated between the Union Pacific Railroad right-of-way on the west and the Pony Express Road on the east, 14600 South on the north and the Geneva gravel pit on the south, as more particularly described in the Artemis Development Agreement. The Bland Property is a part of the Independence Property.

E. On April 12, 2005, the City Council (defined below) approved the land use, maximum permitted density and open space for the Independence Property in a project plan, as required under the City Land Use Ordinance (the "**Land Use Ordinance**"), Section 12.6.18 et seq. (the "**Mixed Use Zone**" or the "**Mixed Use Zone Ordinance**"), and as more particularly described in the Artemis Development Agreement. Further, on February 27, 2007, the Bluffdale City Council (the "**City Council**") approved design guidelines for the Independence Property attached to the Artemis Development Agreement.

F. The Bland Property was also part of a larger group of parcels, referred to in the Artemis Development Agreement as the "Rockwell Neighborhood," which was comprised of 73 acres and included 17.5 acres of commercial, 40.1 acres of residential and 15.4 acres of open space ("**Rockwell Property**").

G. Since execution of the Artemis Development Agreement, the rights thereunder have been transferred to parties other than the Original Developer.

H. On or about January 14, 2013, Aclaime Bluffdale, LLC, acquired the Bland Property. Aclaime Bluffdale, LLC, has the rights to develop the Bland Property and desires to do so in accordance with the terms and conditions set forth in this Agreement.

I. Changes have occurred to the land uses on the Independence Property since the Artemis Development Agreement which had a significant effect on the Rockwell Property and the Bland Property, including, but not limited to, the construction of the Summit Academy High School ("**Summit School**") on a significant portion of the Independence Property and the relocation of Bluff Drive (now Porter Rockwell Boulevard ("**PRB**")) from the west boundary of the property to the center. Such changes substantially modified the Rockwell Property, had a significant effect on the Bland Property and have made the plan for the Bland Property under the Original Development Agreement difficult to implement.

J. Concurrent with the adoption of this Agreement, the Parties desire to approve a new project plan relating to the Bland Property only, in the form attached hereto and incorporated herein as Exhibit B (the "**Bland Project Plan**"), which includes design guidelines relating to the Bland Project and Bland Property (the "**Design Guidelines**").

K. The Bland Project Plan establishes the use, maximum permitted density, proportion of unit types, and general configuration of the Bland Property, subject to applicable City Ordinances, defined in Section 2, below. Notwithstanding the foregoing, the parties deem that the Bland Project Plan is general in nature and is subject to refinement through further processing of the individual phases (collectively, "**Phases**", and individually a "**Phase**") of the Bland Property from time to time based on the Developer's more precise engineering studies required with each final plat submitted for review and approval by the City. For purposes of this

Agreement, a "Phase" shall constitute a specific area of the Bland Property that the Developer intends to develop at one time. While the Bland Project Plan is general in nature, the rights granted herein with respect to the Bland Property are vested as set forth in this Agreement.

L. ER Investment LLC, a Utah limited liability company ("**ER**") is the owner of 29.820 acres of land located within the City (the "**Erickson Property**"). The Erickson Property is also part of Independence Property and Independence Project. At present the Erickson Property is zoned Mixed Use. The Erickson Property is more particularly described in Exhibit C, attached hereto and incorporated herein by this reference.

M. Concurrent with the adoption of this Agreement, the Parties desire to approve a new concept plan relating to the Erickson Property only, in the form attached hereto and incorporated herein as Exhibit D (the "**Erickson Concept Plan**"). The Erickson Concept Plan does not constitute a Project Plan as required by the Mixed Use Zone Ordinance, but shall only include a conceptual plan for the Erickson Property to establish the total maximum permitted dwelling units and certain other rights as may be more fully described in Section 3.c. below with further details related to the Erickson Property to be finalized in a development agreement between the Parties at a later date.

N. The City has the authority to enter into this Agreement pursuant to Section 10-9a-102(2) of the Utah Code and Chapter 12.23 of the Land Use Ordinance, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Bland Project in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances, rules and regulations, land use policies and legislative approval conditions.

O. This Agreement is consistent with, and all preliminary and final plats within the Bland Project are subject to and shall conform with, the City's General Plan, Land Use Ordinance, and City Subdivision Ordinance (the "**Subdivision Ordinance**"), and any permits issued by the City pursuant to City Ordinances, regulations, and the City of Bluffdale Standard Drawings and Specifications (except as modified by the Bland Project Plan).

P. The Parties intend to be bound by the terms of this Agreement as set forth herein, and the Parties intend that this Agreement supersede and replace in its entirety the Artemis Development Agreement, but only insofar as the Artemis Development Agreement relates to the Bland Property, and not with respect to any other property subject to the Artemis Development Agreement. The Artemis Development Agreement shall continue in full force and effect with respect to all other real property described therein.

Q. Prior to the final approval of this Agreement, the City or Developer will send written notice to all of the persons currently owning property subject to the Artemis Development Agreement, informing such owners of the existence of this Agreement, its applicability to only the Bland Property, and the Developer's intent in seeking approval of the same from the City Council.

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AGREEMENT

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

1. Incorporation of Recitals; Applicability of Agreement to Independence Property.

a. The foregoing Recitals are hereby incorporated into this Agreement as a substantive part hereof.

b. The City and the Developer hereby acknowledge, ratify and confirm that the Artemis Development Agreement is replaced and superseded in its entirety by this Agreement, insofar as the Artemis Development Agreement applies to the Bland Property. Nothing in this Agreement shall modify or affect the applicability of the Artemis Development Agreement to any other portions of the Independence Property. Accordingly, this Agreement shall apply only to the Bland Property and the Bland Project.

2. Property Development. The Bland Project shall be developed as a mixed-use and heavy commercial development under the Mixed Use Zone and Heavy Commercial Zone Ordinances of the Land Use Ordinance, the Subdivision Ordinances and the Bluffdale Standard Drawings and Specifications, all as adopted by the City and in existence as of the Effective Date of this Agreement (collectively, the “**City Ordinances**”), as well as the Bland Project Plan and this Agreement. For purposes of this Agreement, and notwithstanding anything in this Section 2 to the contrary, the term “**Bluffdale Standard Drawings and Specifications**” shall be deemed to include the International Building Code, International Residential Code, American Association of State Highway Transportation Officials (AASHTO) standards, APWA, and American Water Works Association standards as such standards exist and are adopted by the City from time to time. To the extent of any conflict between (i) this Agreement and the Bland Project Plan, and (ii) the City Ordinances, this Agreement and the Bland Project Plan shall control. In all events, the City hereby agrees to promptly adopt this Agreement as a change and/or modification to the City Ordinances with respect to the Bland Property and the Erickson Property. The City further agrees to take any and all actions necessary to cause such adoption of this Agreement as a change and/or modification of such City Ordinances.

3. Project Plans.

a. Approval of Bland Project Plan. The Bland Project Plan establishes the land use and development rights for the Bland Property, the use, maximum density, intensity and general configuration for the Bland Project, and the Design Guidelines. The Bland Project shall be developed by the Developer in accordance with the Bland Project Plan and City Ordinances. The City’s approval and execution of this Agreement grants the Developer the right to develop the Bland Property and construct the Bland Project in accordance with the uses, maximum densities, intensities, approval processes, improvements and general configuration of development set forth in this Agreement and the Bland Project Plan. All Developer submittals shall materially comply with the Bland Project Plan. The Bland Project Plan may be amended from time to time with the

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approval of the City Council, upon receiving a recommendation from the City Planning Commission (the “**Planning Commission**”) and the Developer as set forth in Section 3.b. below. Developer acknowledges and agrees that the Developer’s ability to develop the Bland Property according to the general configurations set forth in the Bland Project Plan is contingent upon the Developer providing all engineering required by the City under the Subdivision Ordinance for each Phase of the Bland Project and the City’s approval of such engineering in accordance with the City Ordinances.

b. Amendment to Bland Project Plan. The Bland Project Plan satisfies the concept plat requirement for each Phase of the Bland Project. The Developer can make Minor Changes (as defined below) to the Bland Project Plan if approved by the City Staff. The City Staff may approve the requested Minor Change(s), disapprove it, or forward it to the City Council for decision. For purposes of this Agreement, references to “**City Staff**” shall mean the then-acting City Manager or his/her designee. If, however, the Developer is seeking to make a Major Change (as defined below), the Developer shall be required to obtain a recommendation, either positive or negative, from the Planning Commission and approval by the City Council to amend the Bland Project Plan. Planning Commission recommendation and City Council approval of an amendment will not require a public hearing. For purposes of this Agreement, a (“**Major Change**”) shall be limited to the Developer’s request to: (i) change the width of a road within the Bland Project identified in the Bland Project Plan if a proposed road width in a preliminary or final plat differs from the road widths approved in the Bland Project Plan, (ii) a material change of the connection points of collector or major roads within the Bland Project as identified in the Bland Project Plan (i.e., changes in the location of intersections and connection points as opposed to changes in the location or alignment of collector or major roads), and (iii) a change in the location of land uses within the Bland Project (i.e., residential pod to commercial pod, or open space to other uses, or vice versa), but not including changing the type of land use (e.g., from single-family residential to townhome or multi-family residential). Notwithstanding the foregoing, a Major Change shall not include (a) any changes to the Bland Project Plan required by any governmental or quasi-governmental entity due to then current standards adhered to by either the governmental or quasi-governmental entity (i.e., any party other than the Developer), (b) material changes to alignment of roads set forth in the Bland Project Plan so long as the connection points do not change, or (c) changes in the residential densities relating to specific portions of the Bland Project, as identified in the Bland Project Plan. All changes that are not Major Changes (“**Minor Changes**”) shall not require approval of the City Council, but can be made with the approval of the City Staff. For example, if a third party such as the Utah Department of Transportation (“**UDOT**”) or City Staff demands a realignment of a roadway that affects the Bland Project Plan or layout of the roads set forth in the Bland Project Plan, such change will constitute a Minor Change as it is not a change requested by the Developer. If a Minor Change is not approved by the City Staff, the Developer may request the Minor Change be approved by the City Council.

c. Erickson Concept Plan. The Erickson Concept Plan (attached as Exhibit D) (i) establishes two hundred seventy-one (271) dwelling units as the total maximum permitted units that Developer shall have the right to develop on the Erickson Property, which unit count includes twenty-two (22) dwelling units that were initially allowed to be

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developed on the Bland Property but that the Parties have now agreed to transfer to the Erickson Property, and (ii) a general concept for the development of the Erickson Property. The rights to develop the maximum permitted dwelling units described above on the Erickson Property shall be fully vested upon the execution of this Agreement by the Parties. Before any subdivision, site plan, or other development approval may be given for the Erickson Property, the Developer shall submit a project plan conforming to the requirements of the City Ordinances for consideration by the City Council, together with a development agreement for that property. In no event may any development activity commence before the City Council approves the development agreement and accompanying project plan for the Erickson Property. The City hereby agrees to work diligently with the Developer in good faith to complete a development agreement and project plan for the Erickson Property.

4. Subdivision of the Bland Property. The Bland Project Plan does not constitute a subdivision of the Bland Property or any portion thereof. All future subdivisions of the Bland Property shall comply with the City Ordinances, the Bland Project Plan, and this Agreement. Subdivision plat approval, obtained in accordance with the provisions of the Land Use Ordinance and the relevant provisions of the Subdivision Ordinance, will be required for each Phase of the Bland Project. The Developer shall work with the City Staff to create the final plat and construction drawings for each Phase of the Bland Project. The City Staff shall submit the Developer's proposed preliminary and final plats to the Planning Commission and City Council for review and approval at such time as the Developer (i) has submitted a preliminary or final plat and construction drawings that comply with the Bland Project Plan, this Agreement and the preliminary plat or final plat requirements of the Subdivision Ordinance, as applicable, and (ii) has received initial comments from the City Staff on its submissions; provided, however, that if the City Staff identifies any significant design or engineering problems in the plat or construction drawings, the Developer will be required to resolve such problems to the reasonable satisfaction of the City Staff prior to having the Planning Commission and City Council review such plat and construction drawings. The Developer shall be entitled to obtain approval of the preliminary and final plats concurrently for one or more Phases of the Bland Project if such plats are documented and approved in accordance with City Ordinances.

5. Development of the Bland Property. The Bland Property shall be developed by the Developer in accordance with the requirements contained herein:

a. Compliance with City Ordinances and Development Standards. The Bland Property, all portions thereof, and each Phase shall be developed in accordance with this Agreement, the Bland Project Plan, and the City Ordinances. Specifically, the Bland Project Plan shall act as the concept plan for the Bland Project and establish the specific standards under the Mixed Use Zone and other adopted City Ordinance requirements for the Bland Project.

b. Phasing. The Bland Property shall be developed in accordance with the Bland Project Plan in Phases. The phasing of the Bland Property shall comply with Section 12.4.1 of the City Ordinances; provided, however, that the City shall allow Phases larger than the maximum number allowed under the City Ordinances (i.e., Phases with between 35 and 100 lots) on the basis that the lots in the Bland Project will be relatively

small. The Developer and City Staff will work together, in good faith, to determine the appropriate size of future Phases before the Developer is required to submit plans and profiles and other elements of a preliminary plat for a desired Phase.

c. Open Space Requirements. The Developer shall preserve certain open space within the Bland Property consistent with the density approved by the City in Section 5.d. below (the “**Open Space**”), and in accordance with the open space plan included as part of the Bland Project Plan (the “**Open Space Plan**”). The Developer shall dedicate or convey by special warranty deed to the City or another entity designated by the City, such portions of the Open Space identified on the Open Space Plan as City-owned Open Space, and the City agrees to accept such dedication. The City also may accept the dedication of other areas of Open Space, as determined by the Parties on a plat-by-plat basis. Until dedication and preliminary acceptance, the Open Space shall be maintained by the Developer or Party holding title thereto, unless otherwise set forth herein. The City will undertake snow plowing of public streets and trails after preliminary acceptance, but before the expiration of any warranty period as more fully described in Section 5.f.i.3. below. The Developer, and all subsequent owners of any Open Space not dedicated to the City, shall enjoy the rights and protections set forth in Sections 57-14-1 through 57-14-7 of the Utah Code.

i. Open Space; Public Parks. The City and Developer acknowledge and agree that, upon completion of the Bland Project, the Developer shall have preserved Open Space within the Bland Property in a sufficient amount to maintain the Open Space requirement for the Bland Project of at least 8.1 acres of Open Space, which constitutes 1.9 acres of “active” or “public” Open Space and 6.2 acres of “passive” Open Space. For purposes of the preceding sentence, (i) “active Open Space” refers to Open Space which is landscaped and includes park and/or recreational amenities consistent with the minimum park standards identified in the Master Plan found within the Bland Project Plan, and (ii) “passive Open Space” refers to either active Open Space or to Open Space which is native and not landscaped. The City agrees that (a) it shall accept, by way of plat dedication or conveyance by special warranty deed, all Open Space preserved by the Developer within the Bland Property that is identified in the Bland Project Plan as constituting “public” Open Space, and (b) following transfer of such Open Space to the City, the City shall maintain the same as required by Section 5.c.v. below.

ii. Construction of Public Improvements; Parks Completion Schedule. The Developer shall construct the Public Amenities (as defined below) contemplated by the Bland Project Plan in Open Space areas within the Bland Property to be dedicated to the City or for public use. The City shall only require the Developer to construct Public Amenities in Open Spaces located in the specific Phase under construction. Notwithstanding the foregoing, the Developer shall be required to construct the public parks described in the Bland Project Plan in accordance with and as set forth in the Parks Completion Schedule which, among other things, identifies the maximum number of building permits that may be issued with respect to the Aclaime at Independence Property prior to the completion and dedication to the City of specific public parks. The City and

Developer acknowledge and agree that the Parks Completion Schedule may be revised by the good faith mutual agreement of the Parties from time to time, in the event (a) that the City issues any impact fee waiver or credit to a payor of impact fees, or (b) of a challenge to the City's impact fees made by a payor (whether made to the Office of the Bland Property Rights Ombudsman or otherwise) or some other change to the City's impact fees, which results in a reduction or elimination of impact fees, and in the case of either (a) or (b), with respect to impact fees that would otherwise be reimbursable to the Developer pursuant to this Agreement. Repayment of costs incurred in connection with such parks and other public improvements shall be pursuant to a reimbursement agreement ("**Reimbursement Agreement**") entered into between the City and Developer, which shall include reasonable engineering, landscape architecture, professional engineer, and other costs up to the maximum amount identified in the City's IFFP.

Notwithstanding anything herein or in the Subdivision Ordinance to the contrary:

- i. There shall be no Event of Default under this subsection 5.c.ii. as a result of Developer's failure to complete the public park improvements on or before July 31, 2015; and
- ii. The City may withhold building permits requested by Developer after July 31, 2015, with respect to any subdivision plat relating to the Bland Property if the Developer has not completed the parks identified in the Bland Project Plan as of the date Developer requests such building permit(s).

The Parties recognize that the foregoing shall not limit the City's remedies described elsewhere in this Agreement.

iii. Construction of Public Improvements. The City shall have the right to construct public improvements and facilities in the City's Open Space areas (those dedicated or conveyed by deed to the City or another entity designated by the City), after their dedication or conveyance to the City (or another entity designated by the City), provided such improvements and facilities are consistent with the Bland Project Plan.

iv. No Assessments on Dedicated Open Space; Open Space Governed by Bland Project Plan. Any Open Space dedicated or conveyed to the City (or another entity designated by the City) shall be free from regulation and assessment by the Developer, or other homeowners' associations, with the exception that any improvement to such Open Space shall be subject to the Bland Project Plan.

v. Maintenance of Open Spaces. The City shall assume full responsibility for the maintenance of all public parks, trails and other Open Spaces dedicated or conveyed by the Developer to the City (or another entity designated by the City), and accepted by the City, from and after any applicable warranty

period allowed pursuant to Utah Code Ann. §§ 10-9a-103(2) and -604.5, or otherwise set forth in the City Ordinances. The City shall maintain all improvements within dedicated Open Space areas in substantially the same or better condition as when the City receives such improvements, normal wear and tear excepted. To the extent that any dedicated trail or walkway within the Bland Project is located within a park strip, the City agrees to also assume full responsibility for all of the maintenance of the entire parcel dedicated to the City, including the trails or walkways, the park strip and such other dedicated property adjoining such trails or walkways. Notwithstanding the foregoing, only those trails or walkways shown on the Bland Project Plan as “dedicated to the City” shall be accepted and maintained by the City.

d. Residential Development.

i. Existing Property in the Bland Project. The gross residential density shall not exceed the total number of dwelling units identified in Section 5.d.iv. below, and the overall open space shall be provided as set forth in Section 5.c.i. above.

ii. Residential Uses. Areas within the Bland Project designated for residential use can include townhomes, live-work units and single-family detached dwellings as indicated in the Bland Project Plan.

iii. Live-Work Units. As part of the Bland Project, Developer is proposing an alternative plan that would permit the development of nine (9) live-work units within the townhome neighborhood in accordance with the Bland Project Plan as a permitted use under the Mixed-Use Zone Ordinance, as may be amended. Live-work units are attached townhome units where the portion of the first floor facing the street is a “work space” and the upper floors are residential.

iv. Aclaime at Independence Project Densities. Notwithstanding anything in this Agreement to the contrary, the gross residential density and the proportionate mix of land uses for the Bland Project shall be consistent with the densities and mix of land uses set forth in the Bland Project Plan; provided, however, that (i) the Bland Property shall in all events be vested with 190 dwelling units (which number includes single-family units, live-work units, and townhome units), yielding a total residential density per gross acre equal to 4.29 (the determination of such amount shall in no way determine or otherwise limit the densities relating to such other projects within the Aclaime at Independence Project), and (ii) in no event shall the overall Open Space for the Bland Project be reduced to below the minimum amount of Open Space required under Section 5.c.i. above (and furthermore, and notwithstanding any acreage totals for private Open Space set forth in the Bland Project Plan, in no event shall Developer be required to preserve more than the amount of Open Space acreage identified in Section 5.c.i. above). In determining the Open Space, the City acknowledges and agrees that, in addition to the public parks, trails and utility corridors identified in the Open Space Plan included as part of the Bland Project Plan attached to this

Agreement, the City shall count towards meeting the open space requirement all private parks and other similar open spaces that are developed within Phases, including without limitation, improved private parks, natural open space, landscaped areas in apartment or condominium projects, and other landscaped or other recreational common areas (but expressly excluding parking strips, roundabouts and median strips, and the like), so long as such open space is preserved as open space in a manner reasonably acceptable to the City. Notwithstanding the foregoing determination of residential densities for the Bland Property, the City and Developer acknowledge and agree that 22 dwelling units were available but not used in the Bland Property, and such additional units have been transferred and applied to the Erickson Property.

e. Roads and Traffic.

i. Master Street Plan. The general layout and location of the roads as depicted in the Bland Project Plan constitute general guiding principles the Developer will observe in establishing the layout and design for each Phase of the Bland Project. All roads within the boundaries of the Bland Property shall provide service to the general areas depicted in the Bland Project Plan and shall be constructed with the widths set forth therein, unless changes to the connection points, intersections or widths constituting Minor Changes (i.e., changes not requested by the Developer) are required, in which case roads may be realigned with approval of the City Staff. The final location and design of all roads in the Bland Project is subject to the Developer's submission to the City Staff of all engineering required under the Subdivision Ordinance and the City engineer's review and approval of such engineering. Signage and traffic signals relating to roads constructed by the Developer shall comply with the City Ordinances and UDOT standards. If traffic signals are included in the estimated cost of a system improvement, then installation of such traffic signals by the Developer shall be reimbursed through impact fees collected pursuant to the IFFP. Otherwise, the Developer shall only be required to pay for the traffic signals in proportion to the number of trips generated by the Bland Property in relation to the total number of trips passing through such traffic signals. Except as otherwise provided in the Bland Project Plan or in this Agreement, all required streets within the Bland Project shall be designed and constructed according to the Bland Project Plan, and the asphalt and road base requirements set forth in the City Ordinances as of the Original Effective Date. The Developer agrees to use commercially reasonable efforts to work with UDOT, the City, the canal companies and relevant utility companies to coordinate the alignment of roads accessing the Bland Property.

ii. Road Dedications. The roads designated in the Bland Project Plan for dedication shall be dedicated to and accepted by the City as required for development of a particular Phase and shall be constructed by the Developer according to the Bland Project Plan and the asphalt and road base requirements set forth in the City Ordinances as of the Original Effective Date.

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iii. Aclaiame at Independence Project Roads. Notwithstanding anything in this Agreement to the contrary, all roads constructed within or required by the City for the Bland Property shall be constructed from time to time along with the applicable Phases under construction. The Developer agrees to preserve the right-of-way for the realignment of PRB as shown in Exhibit E for a period of twenty-four (24) months following the date of this Agreement, and sell the same to the City upon request by the City to purchase such right-of-way required for the realignment for the fair market value of such parcel, less the value of the existing PRB that will be vacated and revert back to the adjacent property owners. Upon payment by the City, the Developer agrees to dedicate the necessary right-of-way, as determined by the City, upon request from the City. The vacation of the surplus right-of-way shall occur as soon as the realigned PRB is constructed and accepted by the City.

iv. IFFP/ Impact Fee Service Area. The City has adopted an Impact Fee Facilities Plan (“**IFFP**”) under Utah Code Ann. 11-36a-101, et seq. (“**Impact Fees Act**”) and has created an Impact Fee Service Area under Utah Code Ann. §11-36A-402 (“**IFSA**”), with respect to the financing of PRB. The City acknowledges that pursuant to the IFFP, the Developer shall receive impact fee reimbursements, credits and/or other similar credits towards the costs that are the responsibility of the Bland Project for land transferred, design costs, construction costs and other out-of-pocket costs previously incurred or to be incurred in connection with the planning, design, development and construction of PRB in accordance with the terms and timetables set forth in the applicable Reimbursement Agreement and the IFFP.

v. Other Roads. Furthermore, nothing in this Agreement shall limit or restrict the Developer’s planning and/or construction of private roadways and/or alleys within Phases of the Bland Project.

vi. Widening of 14600 South; Culvert. Once fully approved by UDOT, the Developer shall construct the widening of the 14600 South Street over the East Jordan Canal as contemplated in the First Amendment to the Original Development Agreement.

f. Trail Connections.

i. General. Except as otherwise set forth in this Agreement, the following general provisions shall apply to the trails in the Bland Property.

i. Location. The Bland Project Plan outlines the general location of the trails within the Bland Project. Trails in the Bland Property shall be located in the places approved by the City on the final plats pertaining to a Phase as generally outlined in the Bland Project Plan, or within appropriate locations of unplatted open space, as applicable. All trails shall be designated for public use.

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ii. Construction. The Developer shall construct trails within that portion of the Bland Property designated for trails in the Bland Project Plan and/or final plats for a Phase of the Bland Property. The Developer shall construct the trails as part of the improvements for a given Phase as other improvements for such Phase are constructed. Notwithstanding the foregoing, the City shall only require the Developer to construct trails in a specific Phase under construction, unless it is determined that the phasing sequence has left a key segment essential for the completion of a significant portion of the trail network unconstructed. In that case, and subject to impact fee reimbursements being available for reimbursement to the Developer with respect to the costs of such a key segment, the City may require a trail segment to be constructed as an off-site improvement, based on the adopted Bland Project Plan. All trails shall be constructed and preserved in accordance with the Bland Project Plan and the City Ordinances. The Developer shall pay, or cause to be paid, the construction costs for all trails required under the Bland Project Plan, subject to reimbursement of impact fees pursuant to Section 5.i. below.

iii. Maintenance. The Developer shall dedicate by plat recordation or convey by deed to the City (or another entity designated by the City) all trails located on property in the Bland Project, which are at least 10' wide with a base of 8" covered by 3" of AC-20 or better asphalt. The City agrees to accept the dedication of trails that meet the foregoing requirements, and, after preliminary acceptance and expiration of any applicable warranty period, to immediately assume the responsibility for maintaining such trails, subject to any applicable warranty period for damage resulting from the actions or inaction of Developer prior to the time of acceptance by the City or as otherwise set forth in the City Ordinances as determined by the City on a plat-by-plat basis. If the Developer constructs portions of the trails on property owned by the City or any third party (after receiving appropriate easements or permission), the City agrees to assume the responsibility for maintaining such trails, from and after the expiration of the applicable warranty period as set forth in the City Ordinances. Subject to Section 8.b. below, during adverse winter conditions, the City shall not be required to plow or remove ice or snow from public trails or sidewalks on a priority basis, but agrees to provide such services to the extent resources are available.

g. Architectural Requirements.

i. Residential Design Guidelines. Attached to this Agreement, and constituting a part of the Bland Project Plan, are the Design Guidelines for the Bland Property, which are consistent with the standards set forth in the Mixed Use Zone Ordinance, other ordinances and any proposed amendments of the applicable ordinance being made in connection with this Agreement. After the Developer relinquishes control of the Bland Project (which will only occur after Developer transfers all property located within the Bland Project), the homeowners'

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association(s) established by the Developer shall have the right to amend the Design Guidelines pursuant to the Covenants, Conditions and Restrictions (the "CC&Rs") recorded against the Bland Property. In any case, changes to the CC&Rs may not conflict with the Bland Project Plan guidelines without amending the Bland Project Plan.

ii. Commercial Area Design Guidelines. The Bland Project Plan includes Design Guidelines for the future commercial parcel which are consistent with the standards set forth in the Heavy Commercial Zone Ordinance.

iii. Mixed Use Area Design Guidelines. The Bland Project Plan includes Design Guidelines for the mixed-use parcel which provides for the use of such parcel as light industrial under the Mixed Use Zone Ordinance, as may be amended. The Design Guidelines for the "light industrial" shall be consistent with the requirements of the new MU Mixed Use Zone approved December 17, 2013, and shall prohibit long-term outdoor storage.

iv. Aclaime at Independence Design Review Committee. Pursuant to the Bland Project Plan, an Aclaime at Independence Design Review Committee ("AIDRC") will be established relating to the Aclaime at Independence Property. During the period of the Developer's control of the Bland Project, the AIDRC will be comprised of representatives of the Developer, including a design professional. The AIDRC will review all proposed site and vertical construction plans and, if acceptable to the AIDRC, submit to the City the proposed plans bearing a stamp indicating acceptance by the AIDRC (the "AIDRC Approval"). The City shall not commence its review of any proposed site or vertical construction plans, until the City has received an AIDRC Approval. The AIDRC shall have the authority under the CC&Rs to interpret and enforce all Design Guidelines applicable to the Bland Property. The City and Developer acknowledge and agree that the City shall have the right to approve site plans to the extent provided in the immediately following subsection v., below, and that except as provided in the immediately following subsection v. below, the City will accept an AIDRC Approval as a determination that the proposed site plans are consistent with the Design Guidelines. When the City receives an AIDRC Approval pursuant to the preceding sentence, the City will limit its review and enforcement to matters arising after the issuance of a building permit; provided, however, that if in the reasonable opinion of the City Staff the AIDRC repeatedly and willfully disregards the Design Guidelines in connection with the issuance of AIDRC Approval, and/or otherwise exercises recklessness or gross negligence in the exercise of its duties set forth in the Bland Project Plan and/or in this Agreement, then the City may elect, in its sole discretion and without any obligation to do so, to reject such AIDRC Approval until the City Staff believes, in its reasonable opinion, that the proposed plans are consistent with the Design Guidelines. After the Developer or Developer Affiliate has relinquished control of the Bland Project (i.e., sold or conveyed all of the Bland Property), the AIDRC will be comprised of property owners within the Bland Project. The process for turning control of the Bland Project over to the

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various homeowners' associations and lot owners within the Bland Project shall be outlined in and governed by the CC&Rs recorded against the Bland Property.

v. Site Plan Review. Notwithstanding the creation of the AIDRC, the City and the Developer agree that the Developer shall obtain approval from the Planning Commission, with respect to any "site plan" presented by the Developer or other parties relating to commercial, light industrial, non-residential (i.e. schools, churches, etc.), and multi-family residential, townhome, live-work space (anything that is not detached single-family or that includes a "common area") portions of the Bland Property, as further described and set forth in the Bland Project Plan.

h. Utilities and Infrastructure.

i. General. The Developer shall install or pay for the installation by the appropriate entity of the following utilities and infrastructure: roads, curb, gutter, sidewalks, natural gas, underground electrical service, telephone, storm drain, flood control, sanitary sewer, and culinary water for each Phase when developed. The Developer shall also install or pay for installation of a secondary water system with respect to the public Open Space on a Phase-by-Phase basis, as more fully described in Section 3.h.iii. below. If requested by a City approved cable television/high-speed internet provider, and so long as it is consistent with similar service City-wide, the Developer will permit installation of cable by any such provider in trenches in public utility easements within the Bland Project, provided that such provider installs its cable in a timely manner during the time that trenches are open for the installation of electric lines. Installations shall be done in accordance with the City's design requirements and construction standards in existence as of the Original Effective Date, and the design and construction standards imposed by the relevant service provider, except as such standards or specifications are modified by the Bland Project Plan. The Developer shall be responsible to pay for all reasonably required inspections of such improvements by the City (exclusive of any inspections involving third-party cable service providers).

ii. Culinary Water System Development. Developer shall install or pay for the installation of a culinary water supply system to serve the Bland Property in accordance with the final plats submitted by the Developer and approved by the City, which shall include water transmission and distribution lines within the boundaries of the Bland Property. The culinary water system shall connect to and become part of the City's water system, and shall comply with the City Ordinances.

iii. Secondary Water System. The City authorizes the Developer to install a partial secondary water distribution system (the "**Secondary Water System**"), which shall service all of the publicly-owned parks, large commercial and other large users, within the Bland Project identified within the Bland Project Plan (the "**Secondary Water Service Area**"). In connection therewith, the

Developer shall dedicate to the City only the amount of water required by WaterPro to service the Secondary Water Service Area. So long as the Developer delivers the water required under the preceding sentence, the City agrees not to require any additional water from the Developer under City Ordinance 2005-20 (or any other City Ordinance). The Developer shall install the Secondary Water System on a Phase-by-Phase basis; provided, however, (a) the Developer shall install such Secondary Water System only to the Secondary Water Service Area, (b) the Developer must enjoy or acquire the necessary easements or access rights through public utility easements that enable the connection of the Secondary Water System to a WaterPro diversion point (provided that to the extent any such easements are required over City owned or controlled land, the City shall grant such easements as may be reasonably necessary), (c) the Developer shall dedicate to the City the Secondary Water System upon completion, and the City shall operate and maintain such system, and (d) the Secondary Water System will include the required master meters installed at points approved by the City Engineer.

iv. Storm Drain Facilities. The Developer shall install such on-site storm drains and detention ponds within Open Space as required by the standards and specifications of the City in existence as of the Effective Date, and indicated in the final plat for each Phase. This detention pond shall be a regional facility, therefore the City and Developer agree Developer shall be reimbursed for said costs to Developer, including but not limited to, engineering costs, upsized costs for pipe and trench, and costs for equipment related thereto. Subsequent to the Developer's installation of storm drain improvements within the City and dedication of such improvements to the City, and the expiration of any applicable warranty period, the City shall accept maintenance responsibilities for the public storm drain infrastructure. There is only one public storm drain pond located within the Bland Property. There are other private storm drain facilities, including a private pond, located within the Bland Property. The City agrees to accept the dedication of any off-site storm drain improvements constructed by the Developer. Without limiting the generality of the foregoing, the City and Developer agree that all storm water shall be detained on site with outfall to the East Jordan Canal. Developer shall design and construct the outfall to the East Jordan Canal, including without limitation the orifice plates, in accordance with the requirements and standards of the East Jordan Canal Company. Furthermore, Developer shall allow all historical flow from adjacent properties to flow through the Bland Project unobstructed.

v. Maintenance of Alleys and Private Roads. The Developer or a homeowners' association shall assume full responsibility for the maintenance of any and all alleys and private roads in the Bland Project owned by a homeowners' association, and snow removal within all alleys in the Bland Project. The Developer shall cause to be included in the CC&Rs the obligation that the homeowners' association initially contract with a professional maintenance company for such responsibilities, which obligation shall only be amended with a super majority of the votes of the owners, and shall require the snow removal

provider not to place snow from any alley or private road within any public right-of-way. If snow is placed in a public right-of-way, the City shall have the right to remove such snow and bill the relevant homeowners' association for the removal cost.

i. System Improvements and Reimbursements. The City may require the Developer to up-size certain components of the infrastructure relating to the Bland Project and the Bland Property for the benefit of the surrounding property or install or construct certain components of the infrastructure relating to the Bland Project that benefit other property in the City (the "**Infrastructure Improvements**"). In addition, the Developer may construct certain trails, parks or make other improvements to other Open Spaces for the benefit of the general public (the "**Public Amenities**"), all as contemplated by the Bland Project Plan. The Developer will pay all costs associated with the construction or installation of the Public Amenities and the Infrastructure Improvements. However, certain of the Infrastructure Improvements and Public Amenities may constitute "system improvements" under the Impact Fees Act and the IFFP for which the Developer is entitled to receive a full or partial reimbursement including but not limited to, interest, upsizing, and all design and related costs, but only up to the amount set forth in the IFFP for the particular system improvement. The City and the Developer will work together in good faith to determine those portions of the Public Amenities that constitute system improvements under the IFFP and Impact Fees Act, and shall update the same, if necessary, to include such Public Amenities in the IFFP and ensure the Developer's reimbursement for same. The Developer will construct the Infrastructure Improvements and Public Amenities, and the City will reimburse the Developer for the construction and installation of such Infrastructure Improvements and Public Amenities from impact fees collected by the City if and to the extent that those improvements constitute "system improvements" under the IFFP and applicable law. The Infrastructure Improvements and Public Amenities shall be constructed at the time that the project improvements for each Phase of the Bland Project are constructed. Subject to the Parks Completion Schedule and any schedule related to the completion of the PRB, the Developer shall not be required to construct any Infrastructure Improvements or Public Amenities until such time as the Developer has obtained approval of a final plat for a Phase of the Bland Project, has recorded such plat, has posted all required bonds and commences construction of the project improvements for such specific Phase of the Bland Project. Reimbursement of the Infrastructure Improvements and Public Amenities shall be calculated according to the IFFP and the Impact Fees Act. The City and the Developer shall enter into a Reimbursement Agreement for each applicable impact fee charged by the City to reimburse the Developer for the reimbursable portion of the costs of the Infrastructure Improvements and the Public Amenities. The Parties shall work together in good faith to establish the terms of each Reimbursement Agreement. However, the failure of the Parties to execute a Reimbursement Agreement for a Phase prior to the recordation of the final plat for such Phase shall in no way release the City from its obligation to provide reimbursement to the Developer for the reimbursable portion of the costs of the Infrastructure Improvements and Public Amenities. Regardless of the time each Reimbursement Agreement is executed, a Reimbursement Agreement will permit the Developer to obtain reimbursement for Infrastructure Improvements and Public Amenities

constructed prior to or after the date on which the Reimbursement Agreement is executed. The City shall provide timely reimbursement to the Developer in accordance with the Reimbursement Agreement, the City Ordinances and the Impact Fees Act. Without limiting the generality of the foregoing, in the event (a) that the City issues any impact fee waiver or credit to a payor of impact fees, or (b) of a challenge to the City's impact fees made by a payor (whether made to the Office of the Property Rights Ombudsman or otherwise) or some other change to the City's impact fees, which results in a reduction or elimination of impact fees, and in the case of either (a) or (b), with respect to impact fees that would otherwise be reimbursable to the Developer pursuant to a Reimbursement Agreement, the City shall cooperate in good faith with the Developer to reduce the level of system improvements that are at that time yet to be constructed by Developer and reimbursed to Developer, in a manner which reflects the amount of credit and/or waiver given, or reduction made. Alternatively, the City may at its option make available through the use of other City funds the reimbursement the Developer otherwise would have received from the waived, credited, challenged and/or reduced impact fees.

i. Acclaime at Independence Project—Infrastructure Improvements and Public Amenities. Without limiting the generality of Section 5.i. above, the City hereby specifically acknowledges that the Developer may provide plans to the City with respect to various Infrastructure Improvements and Public Amenities which might reduce and may offset entirely the need for improvements or upgrades to certain existing City infrastructure and public systems. The Developer's planned Infrastructure Improvements and Public Amenities include, but are not limited to: (1) the preservation and dedication of public parks that will be used by the general public, (2) the construction of storm water detention basin that will provide on-site detention of up to all of the storm water for the Bland Property, and (3) other Infrastructure Improvements and Public Amenities which may reduce the need for improvements or upgrades to the existing City systems. In addition, the Developer may construct public roads servicing both the Bland Project and areas located outside of the Bland Project, including without limitation, PRB (as further described in Section 5.e.iii. above). In light of the foregoing, and pursuant to Utah Code Ann. § 11-36A-402, the City acknowledges and agrees that it will, from time to time at the Developer's request, provide a prompt and individualized impact fee review for the Bland Property, and furthermore, the City agrees to evaluate whether full or partial reimbursement is warranted or justified based on studies and data submitted by the Developer. Any reimbursements of impact fees shall be provided pursuant to one or more mutually acceptable Reimbursement Agreements between the Developer and the City.

ii. Parks Reimbursement. The Parties agree that the amount of an impact fee reimbursement for parks and recreation shall be based on a Reimbursement Agreement to be entered into by the City and the Developer.

iii. Transportation Reimbursement. The Parties agree that the amount of an impact fee reimbursement for transportation shall be based on a Reimbursement Agreement to be entered into by the City and the Developer.

iv. Storm Water System Reimbursement. The Parties agree that the amount of an impact fee reimbursement for storm water system improvements shall be based on a Reimbursement Agreement to be entered into by the City and the Developer.

j. Dedication or Donation. The Developer shall dedicate to the City all public streets and public improvements in each Phase as such Phase is developed together with public utility easements as required by the City. The City shall accept such dedication as provided herein and agrees that the following dedication language shall be acceptable to the City:

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner(s) of all the hereon described tract of land hereafter known as Bland Property, for good and valuable consideration received, does/do hereby dedicate and convey to the City of Bluffdale for perpetual use of the public, all parcels of land shown on this plat as a public roadway, and does/do hereby dedicate and convey to the City of Bluffdale and to each public utility providing utility services, non-exclusive easements for installation and maintenance of public utilities over, on, under and across the utility easements as shown on this plat. This dedication is subject to any easements and other encumbrances of record as of the date hereof.

The Developer will take such action as is necessary to obtain the release of any encumbrances inconsistent with the above dedication on any portion of the Bland Property to be dedicated to the City at the time of recordation of final plat for each Phase. Any Infrastructure Improvements or Public Amenities provided by Developer and developed on dedicated property shall be completed timely, with the City reserving the right of inspection prior to accepting those improvements, and subject to the warranty period set forth in the Subdivision Ordinance in existence as of the Original Effective Date.

6. Payment of Fees.

a. General Fees. The Developer, or the subject property owner, as applicable, shall pay to the City in a timely manner all required fees, including, but not be limited, to all subdivision processing and recording fees, and inspection fees, which are due or which may become due in the ordinary course pursuant to the City Ordinances. Such fees shall be based on the City's fee schedule as adopted and amended by the City Ordinance from time to time. The Developer and all Owners of any portion of the Bland Property shall have a duty to pay all standard required fees assessed by the City in those amounts which are approved and in effect at the time the fees are actually paid to the City; provided, however, that the Developer or any other Party required to pay impact fees for

development of any portion of the Bland Project shall have the right to protest the payment of such fees in the manner set forth in this Agreement.

b. Impact Fees. If the Developer is determined to have mitigated the impact of the development of the Bland Project on certain public facilities for which impact fees are collected, the City will adjust the impact fees to be assessed under the IFFP against the Developer, the Bland Project or the Owners of lots in the Bland Project to reflect the Bland Project's actual impact on such public facilities. The amount of the impact fees collected by the City from the lots within the Bland Project shall in all respects be lawfully imposed and collected under applicable City Ordinances and the Impact Fees Act. This Agreement shall in no way constitute a waiver by the Developer or any other Party with standing to challenge the impact fees imposed on any portion of the Bland Project under the IFFP or its right to challenge the impact fees in the manner set forth in the Impact Fees Act.

7. Third Party Action. The Parties recognize and acknowledge the successful completion of the Bland Project may depend on (1) approval by UDOT of the precise access location of 14600 South, (2) approval by UDOT of the precise location of PRB, (3) approval by relevant canal companies of certain canal crossings, (4) approval of discharge points in the Jordan River from Salt Lake County Flood Control for discharge of storm water from the Bland Project, and (5) the Developer obtaining such access and utility easements from utility companies and other third parties as may be necessary to complete the Bland Project. The Parties further acknowledge that the foregoing third party approvals, and development of those portions of the Bland Property dependent on such approvals, are not within the complete control of the Parties. Therefore, if approvals are not obtained, such event shall not be deemed to be a breach or default of this Agreement. However, unobtained relevant approvals or permits may delay plat approvals.

8. City Obligations. Subject to compliance with the terms of this Agreement by Developer, Permitted Transferees (as defined in Section 14 below) or Developer Affiliates (as defined in Section 14 below), the City agrees as follows:

a. Public Improvements. To maintain the public improvements associated with the Bland Project and dedicated to the City following satisfactory completion thereof by the Developer, its Permitted Transferees or Developer Affiliate(s), and acceptance of the same by the City and commencement of the warranty period in the manner set forth in Section 5.c.v. above.

b. Standard Services. To provide standard municipal services to the Bland Project including, without limitation, snow removal on public streets, garbage pickup on public streets or on private streets if acceptable to the garbage disposal contractor and disposal, and police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City that are generally applicable to other similar properties in the City.

c. Culinary Water Service. To provide culinary water service on a Phase-by-Phase basis after culinary water systems are constructed by Developer and inspected and approved by the City.

d. Secondary Water. To provide secondary water service on a Phase-by-Phase basis after final plats are recorded and the Secondary Water System is constructed by the Developer and approved by the City, utilizing Draper Irrigation Company, well water, or other source of secondary water.

e. Acceptance of Improvements. To maintain the land, projects and/or the improvements dedicated to the City following satisfactory completion thereof by the Developer, a Permitted Transferee or Developer Affiliate, acceptance of the same by the City, subject to all applicable warranty work required by the Developer under the Subdivision Ordinance in existence as of the Original Effective Date.

f. Company Indemnification. The Developer intends to construct one or more storm water detention ponds, which may discharge into one or more canals. In order to discharge into the East-Jordan canal, the East-Jordan Canal Company might require the City to enter into an indemnification agreement in which the City may be required to indemnify the East-Jordan Canal Company from any damage arising from the discharge of any pollutants into the East-Jordan Canal from the detention ponds. If and to the extent required by the East-Jordan Canal Company, the City shall consider in good faith entering into such indemnification agreement(s) upon request. If and to the extent required by the East-Jordan Canal Company, the Developer shall construct treatment and monitoring facilities as needed upstream of the discharge point(s), which treatment and monitoring facilities shall comply with Salt Lake County specifications, and the City's reasonable engineering recommendations.

9. Construction Standards and Requirements.

a. General. All construction on the Bland Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances as of the Effective Date, the Bland Project Plan and this Agreement. Prior to final City release of construction security for the infrastructure on any Phase of the Bland Property, "as built" drawings in both hard copy and electronic format shall be provided without cost to the City. The electronic format of such "as built" shall be designated by the City. Improvements and landscaping for the Bland Property shall be constructed for each Phase at least to the level of the Bland Project Plan. The Developer shall cause to be constructed public improvements, as indicated in this Agreement, the Bland Project Plan, as such improvements are required to provide necessary and customary access and municipal services to each Phase of the Bland Property.

b. Security for Infrastructure. Security in an amount and of sufficient duration to guarantee the installation, completion and warranty of all public improvements located within the Bland Property on a Phase-by-Phase basis for each recorded final plat shall be provided by the Developer, Developer Affiliate(s) or Permitted Transferees, as and to the extent required by state law and City Ordinances. The Developer, Developer Affiliate(s) or Permitted Transferees shall provide escrow bonds or cash bonds upon recordation of each final plat in a Phase of the Bland Project, which security shall be reduced periodically upon written request by the Developer and proportionately in a timely manner as such improvements are built by the Developer and are thereafter inspected and approved by the

City, which inspection and approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Developer shall post revegetation/restoration security on passive Open Space areas as reasonably required by the City to secure completion of any required revegetation and restoration to passive Open Space areas actually constructed upon by the Developer.

c. Required Studies. The City may require further and/or updated soil and geological studies, which the City, in its sole and reasonable discretion, shall determine are necessary.

d. Indemnification and Insurance During Construction.

i. Developer Indemnification. The Developer agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person (a) which shall occur due to the Developer's construction of infrastructure improvements or any offsite work done by Developer for or in connection with the Bland Property, and (b) which shall be directly, substantially and proximately caused by any negligent acts of the Developer or its agents, servants, employers, or contractors. The Developer shall not be responsible for (and such indemnity shall not apply to) the negligent or intentional acts of contractors who are not in the Developer's employ, nor to acts of third parties.

ii. Insurance. During the period from the commencement of work on the Bland Property and ending on the date when all work is inspected and approved by the City, the Developer shall furnish or cause to be furnished to the City, at the City's reasonable request, copies of certificates of liability insurance obtained by the Developer from general or subcontractors under the Developer's employ with respect to the Bland Project, evidencing commercial general liability insurance policies in the amount of at least \$1,000,000.00 single limit. Developer shall maintain or require all contractors and other employers performing any work on the Bland Property to maintain adequate general liability insurance, worker's compensation insurance and public liability coverage.

e. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other improvements upon any portion of the Bland Property by the Developer, the Developer shall, at its expense, secure or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the Developer's work. The City shall reasonably cooperate with the Developer in seeking to secure such permits from other governmental entities, canal companies, and public or private utility companies. The Developer shall coordinate with UDOT under the current access permit for PRB and comply with UDOT's requirements. The City hereby agrees to timely provide all permits necessary from the City with respect to the construction and/or development of the Bland Project subject to the City Ordinances.

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f. Rights of Access. Representatives of the City shall have a reasonable right of access to the Bland Property and any portion thereof during the period of any construction to inspect or observe any work or proposed development on the Bland Property. For purposes of this provision, “reasonable right of access” shall mean access during normal business hours.

g. Compliance with Law. The Developer shall materially comply with all applicable federal, state and local laws pertaining to the Developer’s activities in connection with the Bland Property, and any Phase thereof.

h. Inspection and Approval by the City. The City may, at its option, perform periodic inspections and quality assurance tests of any public improvements, such as streets and utilities, being installed and constructed by the Developer or its contractors. No work involving excavations shall be covered until the same has been inspected by the City’s representatives and the representatives of any other governmental entities having jurisdiction over the particular improvements involved. The City shall promptly inspect any such excavations after notice by the Developer. The Developer shall warrant the materials and workmanship of all infrastructure improvements installed by Developer in each Phase, for a period consistent with the period for improvement assurance warranties as described in Utah Code Ann. § 10-9a-604.5(1) (2012). The City shall, at the time of acceptance and/or commencement of the warranty period, if requested by the Developer in writing, provide written confirmation of the date of acceptance and commencement of the warranty period for the improvements for each Phase, and written confirmation of the end of the warranty period. No extension of the warranty period shall be provided, notwithstanding any work or replacement performed by the Developer during such warranty period.

i. Use and Maintenance During Construction. The Developer covenants and agrees that, during construction, it shall develop the Bland Property for the uses set forth in the Bland Project Plan, as restricted and limited by the Agreement. From the commencement of construction until the City’s acceptance of infrastructure improvements constructed by the Developer in a given Phase and the commencement of the warranty period (the “**Developer’s Construction Period**”), the Developer shall keep the subject portion of the Bland Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall make commercially reasonable efforts to contain its construction debris so as to prevent its scattering, due to reasonably anticipated events of wind and water. The Developer shall likewise keep the streets reasonably free from mud, snow, and erosion debris during the Developer’s Construction Period.

10. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Original Effective Date, Developer shall have the vested right to develop and construct the Bland Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Bland Project Plan, as supplemented by this Agreement (and all

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exhibits), subject to compliance with the City Ordinances in existence as of the Effective Date.

b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested-rights as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Original Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

11. Default. An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder where due and the defaulting Party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent Party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes or labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all of the following rights and remedies against the defaulting Party:

i. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages as to the defaulting Party.

ii. The right to withhold all further approvals, licenses, permits or other rights associated with the Bland Project or development activity pertaining to the defaulting Party as described in this Agreement until such default has been cured.

iii. The right to draw upon any security posted or provided in connection with the Bland Project by the defaulting Party.

iv. The right to terminate this Agreement as a remedy for default without the defaulting Party's consent; provided, however, before the City exercises this remedy against the Developer, the City agrees to provide an

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additional sixty (60) day notice (which notice must provide a detailed description of the applicable default) and Developer shall have such sixty (60) day period to cure such default, and upon such cure by Developer, this Agreement shall not terminate but shall continue in full force and effect.

b. No Cross Default Among Owner Entities. The City hereby agrees that the City shall enforce any Event of Default (i) by Developer only against Developer; (ii) by Perry only against Perry; (iii) by BLC only against BLC; and (iv) by Impact only against Impact. Any Event of Default by any one of the entities listed herein above in this subsection b. shall not constitute an Event of Default by any of the other entities or parties listed above. In no event shall the City have any right to (1) halt any construction, (2) limit, enjoin, or prohibit any development, (3) impact or affect any work, or (4) otherwise enforce any remedy with respect to any Event of Default by any Party or entity listed above against any other Party or entity listed above unless such Party or entity was the direct cause of such Event of Default. Notwithstanding the foregoing, in the event of any transfer after the Effective Date of any portion of the Bland Property owned by Developer or BLC as of the Effective Date to any Permitted Transferee (a "**Developer Transferee**"), then the City shall have the right to enforce any remedy with respect to any Event of Default of any such Developer Transferee against Developer and/or such Developer Transferee.

12. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Developer: BLR Development, Inc.
Attn: Keith Crandall
P.O. Box 708755
Sandy, Utah 84070
Phone: (866) 888-9992 ext. 251
Email: keith@aclaimegroup.com

With a copy to: BLR Development, Inc.
Attn: David Tolman
P.O. Box 708755
Sandy, Utah 84070
Phone: (866) 888-9992 ext. 251
Email: dave@aclaimegroup.com

To BLC: BLC Investment, LLC
Attn: _____

Phone: (801) ____ - ____
Email: _____

Notices to Developer
and/or BLC shall
include a copy to (but
which shall not
constitute notice):

Loyal C. Hulme
Kirton McConkie
50 E. South Temple
Salt Lake City, Utah 84111
Phone: (801) 328-3600
Email: lhulme@kmclaw.com

To the City:

City of Bluffdale
14350 South 2200 West
Bluffdale, Utah 84065
Attention: City Manager

With a copy to:

City Attorney
City of Bluffdale
14350 South 2200 West
Bluffdale, Utah 84065

To Perry:

L.H. Perry Investments, LLC

Attention: _____

With a copy to:

Perry Homes, Inc.
Attention: William O. Perry, IV, V.P./General Counsel
17 E. Winchester St., Suite 200
Murray, Utah 84107
Phone: (801) 264-8800
Email: woperry@perryhomesutah.com

To Impact:

Quest Development Company, LLC

Attention: _____

With a copy to:

Attention: _____

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Any/all Developer Affiliate(s) and Permitted Transferees shall receive notice in the manner set forth in this Section, and their addresses shall be included in this Agreement at the time that they become parties to this Agreement. Any Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this Section.

13. General Terms and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the Parties hereto arising out of or related to this Agreement, or the Bland Project, the prevailing Party or Parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

c. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

d. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a Party that succeeds to the rights and interests of the Developer as "master developer" of the Aclaime at Independence Project, as evidenced by, among other things, such Party's submission of land use applications to the City relating to master infrastructure, subdivision plats, parks and trails, and so forth.

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. Third Party Rights. The obligations of the Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, the Developer and any Permitted Transferees or Developer Affiliate(s).

g. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

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h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

i. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Bland Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Bland Property.

j. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Bland Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

k. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

l. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

m. Consents and Approvals. Except as expressly stated in this Agreement, the review, consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement, the Bland Project Plan and the City Ordinances.

n. Approval and Authority to Execute. Each of the parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the final Phase of the Bland Project has not been recorded in the Office of the Salt Lake County Recorder within twenty-five (25) years from the date of this Agreement (the "Term"), or upon the occurrence of an Event of Default that is not cured as set forth in this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City Council, to terminate this Agreement as to the defaulting Party (*i.e.*, the Developer, a Permitted Transferee or Developer Affiliate, as the case may be); provided, however, that if at the end of the Term the Developer is

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not in default hereunder, and no more than two (2) years have passed since the Developer's submission of the most recent final plat for a Phase of the Bland Property, then the Term shall automatically extend for an additional period of five (5) years. For the sake of clarity, at the end of the then current Term, this Agreement shall be extended for an additional period of five (5) years unless the Developer is in default or a final plat for a Phase of the Bland Property has not been submitted for a period of more than two (2) years. If the Term is not automatically extended, the Term may be extended by mutual agreement of the Parties.

ii. Any termination may be effected by the City by giving written notice of intent to terminate to the defaulting Party. Whereupon the defaulting Party shall have sixty (60) days during which such Party shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete its Phase of the Bland Project (or in the case of the Developer, the remainder of the Bland Project). Such notice and cure period shall be in addition to any notice and cure period provided under Section 11, the "Default" section, above. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. In the event of a default by a Party other than the Developer, the City shall provide a notice of default to the Developer upon the defaulting Party's failure to cure within the notice and cure period and the Developer shall have the right, but not the obligation, to cure such default(s) during an additional sixty (60) day period or such additional time as reasonably necessary provided that the Developer commences and diligently pursues such cure within the 60-day period. In the event the defaulting Party fails to satisfy the concerns of the City with regard to such matters, and the Developer declines in writing to cure such default(s), the City shall be released from any further obligations under this Agreement to the specific defaulting Party and the same shall be terminated as to such defaulting Party.

iii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting Party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. This Agreement shall remain in full force and effect as to the non-defaulting parties.

iv. Any references to the City Ordinances, the Subdivision Ordinance, or any other ordinance or other rule or regulation shall mean such City Ordinances, the Subdivision Ordinance, and/or such other ordinances, rules, and regulations that exist as of the date of this Agreement and not as may be amended from time to time hereafter. All reviews, consents, approvals, requirements, and/or obligations of the Parties hereby shall be as set forth in such City Ordinances, the Subdivision

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Ordinance, and/or such other ordinances, rules, and regulations that exist as of the date of this Agreement.

14. Developer's Assignment of the Ownership or Development of Any Portion of the Bland Project.

a. Assignment of Obligation to Construct the Infrastructure Improvements on Property. The Developer shall not assign its obligation to construct infrastructure improvements to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve an assignee, the City shall limit its inquiry to whether the proposed assignee has a sufficient amount of development experience and sufficient financial capacity to perform the obligations of the Developer under this Agreement. If the City does not object in writing to a proposed assignment within fifteen (15) calendar days of receiving the Developer's notice of a proposed assignment, the City shall be deemed to have provided consent hereunder. Nothing in this Section shall be construed as limiting the Developer's right to enter into a contract with an unaffiliated third party for the construction or installation of such infrastructure improvements on behalf of the Developer.

b. Sale or Transfer of Parcel(s) Prior to Construction of Project Improvements. In connection with the sale or transfer of all or any portion of the Bland Property to an unaffiliated third party, Developer agrees to obtain an assumption from such unaffiliated third party of the Developer's obligations under this Agreement that pertain to the parcel(s) sold or transferred (a "**Permitted Transferee**"), and, in such event, the Permitted Transferee shall be fully substituted as the "Developer" under this Agreement only as to the parcel(s) so sold or transferred, and shall assume the obligations to construct the infrastructure improvements located within the Phase(s) acquired, and the Party executing this Agreement as the Developer shall be released from any further obligations with respect to this Agreement as to the parcel(s) so sold or transferred. Any default by a Permitted Transferee shall not affect the rights, benefits and obligations under the Agreement retained by the Developer, or transferred by the Developer to other Permitted Transferees or Developer Affiliate(s) (as defined below). The Parties agree that Perry and Impact are considered both Owners and Permitted Transferees for purposes of the parcels they own as of the date of this Agreement (the Perry light industrial parcel and the Impact parking lot parcel are depicted on Exhibit B attached hereto).

c. Sale or Transfer of Parcels or Lots by Developer After Completion of Project Improvements. The Developer shall not be required to notify the City with regard to the sale or transfer of any platted lot or parcel in the Bland Property after completion of project improvements for a given Phase and purchasers of such platted lots and parcels shall not accede to any of the rights of the Parties hereto. Any conveyances to the City, an entity designated by the City, any other governmental entity or homeowners' association as contemplated in the Bland Project Plan and this Agreement shall also be exempt from any notice requirement to the City.

d. Transfer of All or Any Portion of the Bland Property to an Affiliate.

Nothing in this Agreement shall be construed as prohibiting the Developer from transferring all or any portion of the Bland Property, or any of its obligations with regard to the construction of infrastructure improvements, to one or more affiliates of the Developer (each, a "**Developer Affiliate**"). Developer Affiliate means a legal entity whose members or shareholders include some of the same persons or entities as the members of the Developer. In such an event, the Developer shall be entitled to make such transfer upon written notice to the City, provided, that such Developer Affiliate(s) assume(s) the obligations of the Developer under this Agreement that pertain to the property transferred, as evidenced by such Developer Affiliate(s)' execution of an assignment and assumption agreement to that effect.

e. Developer's Control Over Remaining Property. In the event of a transfer or sale by the Developer of less than all of the Bland Property, the Developer shall, nevertheless, retain exclusive control over the portions of the Bland Property not sold or transferred, and the transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and the Developer may make any modifications thereto without notice to, or the consent of, any such transferee(s).

f. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

g. Transfer of Assets; Continuing Obligation. If the Developer sells or transfers all or any portion of the Bland Property, then (i) the City shall require the purchaser of the assets to assume the Developer's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

15. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

16. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

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

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18. Priority and Subordination. The Developer agrees to use commercially reasonable efforts to obtain subordinations from all lenders with liens senior to the encumbrance created by this Agreement on the property.

19. Third Party Beneficiary. With respect to all portions of Recital M and Sections 2, 3.c., and 5.d.iv. above that relate to ER and/or the Erickson Property, ER and its successors and assigns to the ownership of the Erickson Property (and/or any portion thereof) are intended third party beneficiaries to this Agreement. No changes or modifications to such Recitals and/or Sections that would affect ER and/or the Erickson Property shall be made without the express written consent of ER and/or the then-current owner of the Erickson Property (and/or any portions thereof).

20. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

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

CITY:

CITY OF BLUFFDALE

By: *Derek P. Jernstedt*
Mayor *Mayor*

DEVELOPER:

BLR DEVELOPMENT, INC., a Utah corporation

By: *Keith C. Crandall*
Name: *Keith C. Crandall*
Title: *Secretary*

BLC:

BLC INVESTMENT LLC, a Utah limited liability company

By: *JM*
Name: *Justin Luettgerodt*
Title: *Manager*

PERRY:

L.H. PERRY INVESTMENTS, LLC, a Utah limited liability company

By: *William O. Perry III*
Name: *William O. Perry III*
Title: *MANAGER*

IMPACT:

QUEST DEVELOPMENT COMPANY, L.L.C., a Utah limited liability company, D/B/A Impact Training

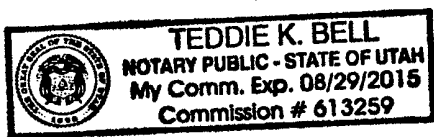
By: *David H Berger*
Name: *David H Berger*
Title: *Manager*

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ACKNOWLEDGMENTS

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

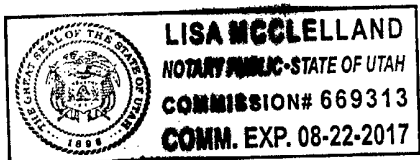
On the 24th day of February, 2014, personally appeared before me Derk P. Timothy, who being duly sworn, did say that he is the Mayor of the CITY OF BLUFFDALE, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Derk P. Timothy acknowledged to me that the City executed the same.



Teddie K. Bell
Notary Public
Residing at: Bluffdale, Utah

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

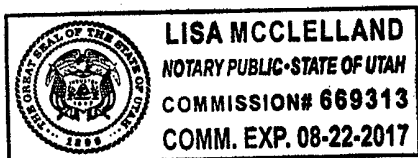
On the 21st day of February, 2014, personally appeared before me Keith C. Chandell, who being by me duly sworn, did say that he is the President of BLR Development, Inc., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



Keith C. Chandell
Notary Public
Residing at: Salt Lake, UT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 21st day of February, 2014, personally appeared before me Justin Luettker, who being by me duly sworn, did say that he is the manager of BLC INVESTMENT LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited partnership with proper authority and duly acknowledged to me that he executed the same.



Justin Luettker
Notary Public
Residing at: Salt Lake, UT

my

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

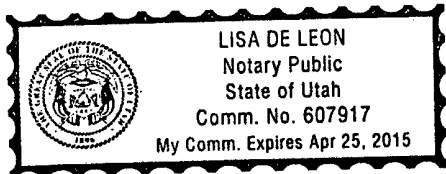
On the 20 day of February, 2014, personally appeared before me William O. Perry who being by me duly sworn, did say that he is the MANAGER of L.H. Perry Investments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



Carolyn M Woolsey
Notary Public
Residing at: Salt Lake County

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 21 day of Feb, 2014, personally appeared before me David Hans Berger, who being by me duly sworn, did say that he is the Manager of Quest Development Company, L.L.C., a Utah limited liability company, D/B/A Impact Training, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



[Signature]
Notary Public
Residing at: Graper UT

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Exhibit A

Legal Description of the Bland Property

Residential, Townhomes, Park, Canal, and Additional Canal Area in Development Parcel

Beginning at a point being South 00°08'07" West 1,022.48 feet along the section line from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running
 thence North 80°55'16" East 116.91 feet;
 thence northeasterly 188.74 feet along the arc of a 230.87 foot radius curve to the left (center bears North 09°04'44" West and the chord bears North 57°30'05" East 183.52 feet with a central angle of 46°50'21");
 thence North 34°04'55" East 396.36 feet;
 thence northeasterly 119.26 feet along the arc of a 662.88 foot radius curve to the right (center bears South 55°55'05" East and the chord bears North 39°14'10" East 119.10 feet with a central angle of 10°18'29");
 thence South 56°34'54" East 174.15 feet;
 thence South 14°38'18" East 32.26 feet;
 thence Southeasterly 33.55 feet along the arc of a 40.00 foot radius curve to the right (center bears South 14°38'18" East and the chord bears South 80°36'36" East 32.58 feet with a central angle of 48°03'24");
 thence South 56°34'54" East 334.78 feet;
 thence Southeasterly 149.73 feet along the arc of a 260.00 foot radius curve to the left (center bears North 33°25'06" East and the chord bears South 73°04'47" East 147.67 feet with a central angle of 32°59'45");
 thence South 89°34'39" East 43.49 feet to the Westerly Right-of-Way Line of Porter Rockwell Boulevard;
 thence Southwesterly 620.23 feet along the arc of a 938.50 foot radius curve to the right (center bears North 89°34'39" West and the chord bears South 19°21'18" West 609.00 feet with a central angle of 37°51'54") along the Westerly Right-of-Way Line of said Porter Rockwell Boulevard;
 thence Southwesterly 5.29 feet along the arc of a 1,185.00 foot radius curve to the left (center bears South 46°26'16" East and the chord bears South 43°26'03" West 5.29 feet with a central angle of 00°15'21") along the Westerly Right-of-Way Line of said Porter Rockwell Boulevard;
 thence South 89°45'20" West 865.00 feet;
 thence North 00°08'07" East 160.00 feet;
 thence South 89°45'20" West 148.01 feet;
 thence North 00°08'07" East 245.28 feet to the point of beginning.

Contains 747,826 Square Feet or 17.168 Acres

Open Space Parcel

Beginning at a point on the Easterly Right-of-Way Line of Porter Rockwell Boulevard, said point also being South 89°55'42" East 1269.52 along the section line feet and South 1188.77 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

 thence South 70°28'08" East 220.01 feet;
 thence Southwesterly 50.24 feet along the arc of a 533.00 foot radius curve to the left (center bears South 47°23'12" East and the chord bears South 39°54'46" West 50.23 feet with a central angle of 05°24'04");
 thence South 37°12'44" West 661.29 feet;
 thence South 29°29'26" West 281.84 feet;
 thence North 27°29'06" West 108.32 feet;

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thence North 19°15'54" East 132.83 feet;
thence Northeasterly 377.31 feet along the arc of a 1,134.00 foot radius curve to the right (center bears South 70°44'07" East and the chord bears North 28°47'48" East 375.57 feet with a central angle of 19°03'49");
thence North 38°19'43" East 39.20 feet;
thence North 51°40'17" West 2.50 feet;
thence Northeasterly 345.72 feet along the arc of a 1,025.38 foot radius curve to the left (center bears North 51°24'41" West and the chord bears North 28°55'48" East 344.08 feet with a central angle of 19°19'04") to the point of beginning.
Contains 139,413 square feet or 3.200 acres

Residential Parcel

Beginning at a point being South 00°08'07" West 1,427.77 feet along the section line and North 89°45'20" East 160.00 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°08'07" East 80.00 feet;
thence North 44°17'48" East 44.43 feet;
thence North 89°47'00" East 218.90 feet;
thence North 00°13'09" West 143.21 feet;
thence Northeasterly 117.42 feet along the arc of a 200.00 foot radius curve to the right (center bears North 89°46'51" East and the chord bears North 16°35'59" East 115.74 feet with a central angle of 33°38'15");
thence North 33°25'06" East 28.70 feet;
thence South 56°34'54" East 44.08 feet;
thence Southeasterly 116.60 feet along the arc of a 200.00 foot radius curve to the left (center bears North 33°25'06" East and the chord bears South 73°16'59" East 114.95 feet with a central angle of 33°24'10");
thence North 89°47'01" East 216.65 feet;
thence Southeasterly 159.90 feet along the arc of a 400.00 foot radius curve to the right (center bears South 00°12'59" East and the chord bears South 78°45'53" East 158.83 feet with a central angle of 22°54'12");
thence South 67°18'47" East 195.56 feet;
thence Southwesterly 256.35 feet along the arc of a 938.50 foot radius curve to the right (center bears North 67°21'46" West and the chord bears South 30°27'45" West 255.55 feet with a central angle of 15°39'01");
thence Southwesterly 5.29 feet along the arc of a 1,185.00 foot radius curve to the left (center bears South 46°26'16" East and the chord bears South 43°26'03" West 5.29 feet with a central angle of 00°15'21");
thence South 89°45'20" West 865.00 feet to the point of beginning.
Contains 251,532 Square Feet or 5.774 Acres

Park Parcel

Beginning at a point being South 00°08'07" West 1,077.43 feet along the section line from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running
thence North 78°54'24" East 115.73 feet;
thence Northeasterly 160.30 feet along the arc of a 300.00 foot radius curve to the left (center bears North 11°05'50" West and the chord bears North 63°35'44" East 158.40 feet with a central angle of 30°36'53");
thence South 56°34'54" East 159.57 feet;
thence Southwesterly 18.74 feet along the arc of a 230.00 foot radius curve to the left (center bears South 64°48'01" East and the chord bears South 22°51'55" West 18.74 feet with a central angle of

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04°40'08");

thence North 89°56'31" West 90.88 feet;

thence South 00°03'29" West 51.28 feet;

thence South 89°47'00" West 53.26 feet;

thence South 00°13'00" East 118.40 feet;

thence Southwesterly 154.14 feet along the arc of a 50.00 foot radius curve to the left (center bears South 44°37'09" West and the chord bears South 46°18'02" West 99.96 feet with a central angle of 176°38'13");

thence South 44°17'48" West 25.74 feet;

thence North 00°08'07" East 80.00 feet;

thence South 89°45'20" West 148.01 feet;

thence North 00°08'07" East 190.34 feet;

thence North 78°54'24" East 115.73 feet;

thence Northeasterly 160.30 feet along the arc of a 300.00 foot radius curve to the left (center bears North 11°05'50" West and the chord bears North 63°35'44" East 158.40 feet with a central angle of 30°36'53") to the point of beginning.

Contains 63,884 Square Feet or 1.467 Acres

Townhomes Parcel

Beginning at a point being South 00°08'07" West 1,427.77 feet along the section line, North 89°45'20" East 148.00 feet, North 00°08'07" East 80.00 feet and North 44°17'48" East 44.43 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 56°34'54" West 159.57 feet;

thence Northeasterly 19.34 feet along the arc of a 300.00 foot radius curve to the left (center bears North 41°42'42" West and the chord bears North 46°26'28" East 19.34 feet with a central angle of 03°41'39");

thence Northeasterly 196.82 feet along the arc of a 954.48 foot radius curve to the left (center bears North 45°24'21" West and the chord bears North 38°41'13" East 196.47 feet with a central angle of 11°48'53");

thence North 32°48'53" East 318.86 feet;

thence Northeasterly 56.16 feet along the arc of a 300.00 foot radius curve to the right (center bears South 57°11'07" East and the chord bears North 38°10'41" East 56.08 feet with a central angle of 10°43'36");

thence South 56°34'54" East 135.90 feet;

thence South 14°38'18" East 32.26 feet;

thence Southeasterly 33.55 feet along the arc of a 40.00 foot radius curve to the right (center bears South 14°38'18" East and the chord bears South 80°36'36" East 32.58 feet with a central angle of 48°03'24");

thence South 56°34'54" East 334.78 feet;

thence Southeasterly 149.73 feet along the arc of a 260.00 foot radius curve to the left (center bears North 33°25'06" East and the chord bears South 73°04'47" East 147.67 feet with a central angle of 32°59'45");

thence South 89°34'39" East 43.49 feet;

thence Southwesterly 363.88 feet along the arc of a 938.50 foot radius curve to the right (center bears North 89°34'39" West and the chord bears South 11°31'48" West 361.60 feet with a central angle of 22°12'53");

thence North 67°18'47" West 195.56 feet;

thence Northwesterly 159.90 feet along the arc of a 400.00 foot radius curve to the left (center bears South 22°41'13" West and the chord bears North 78°45'53" West 158.83 feet with a central angle of 22°54'12");

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thence South 89°47'01" West 216.65 feet;
thence Northwesterly 116.60 feet along the arc of a 200.00 foot radius curve to the right (center bears North 00°00'57" East and the chord bears North 73°16'58" West 114.95 feet with a central angle of 33°24'10");
thence North 56°34'54" West 44.08 feet;
thence South 33°25'06" West 28.70 feet;
thence Southwesterly 117.42 feet along the arc of a 200.00 foot radius curve to the left (center bears South 56°34'54" East and the chord bears South 16°35'58" West 115.74 feet with a central angle of 33°38'15");
thence South 00°13'09" East 143.21 feet;
thence South 89°47'00" West 218.90 feet;
thence South 44°17'48" West 18.69 feet;
thence Northeasterly 154.14 feet along the arc of a 50.00 foot radius curve to the right (center bears North 47°58'57" East and the chord bears North 46°18'03" East 99.96 feet with a central angle of 176°38'13");
thence North 00°13'00" West 118.40 feet;
thence North 89°47'00" East 53.26 feet;
thence North 00°03'29" East 51.28 feet;
thence South 89°56'31" East 90.88 feet;
thence Northeasterly 18.74 feet along the arc of a 230.00 foot radius curve to the right (center bears South 69°28'09" East and the chord bears North 22°51'55" East 18.74 feet with a central angle of 04°40'08") to the point of beginning.
Contains 392,265 Square Feet or 9.005 Acres

Canal Area within Residential Development Parcel

Beginning at a point being South 00°08'07" West 1,022.48 feet along the section line from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running
thence North 80°55'16" East 116.91 feet;
thence Northeasterly 188.74 feet along the arc of a 230.87 foot radius curve to the left (center bears North 09°04'44" West and the chord bears North 57°30'05" East 183.52 feet with a central angle of 46°50'21");
thence North 34°04'55" East 396.36 feet;
thence Northeasterly 119.26 feet along the arc of a 662.88 foot radius curve to the right (center bears South 55°55'05" East and the chord bears North 39°14'10" East 119.10 feet with a central angle of 10°18'29");
thence South 56°34'54" East 0.06 feet;
thence South 56°34'54" East 33.59 feet;
thence Southwesterly 119.73 feet along the arc of a 629.88 foot radius curve to the left (center bears South 45°01'39" East and the chord bears South 39°31'38" West 119.55 feet with a central angle of 10°53'26");
thence South 34°04'55" West 396.36 feet;
thence Southwesterly 215.71 feet along the arc of a 263.87 foot radius curve to the right (center bears North 55°55'05" West and the chord bears South 57°30'05" West 209.76 feet with a central angle of 46°50'21");
thence South 80°55'16" West 122.27 feet;
thence North 00°08'07" East 33.43 feet to the point of beginning.
Contains 27,643 Square Feet or 0.635 Acres

Additional Canal Area within Residential Development Parcel

Beginning at a point being South 00°08'07" West 1,055.91 feet along the section line from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

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thence North 80°55'16" East 122.27 feet;
 thence Northeasterly 215.71 feet along the arc of a 263.87 foot radius curve to the left (center bears North 09°04'44" West and the chord bears North 57°30'05" East 209.76 feet with a central angle of 46°50'21");
 thence North 34°04'55" East 396.36 feet;
 thence Northeasterly 119.73 feet along the arc of a 629.88 foot radius curve to the right (center bears South 55°55'05" East and the chord bears North 39°31'38" East 119.55 feet with a central angle of 10°53'26");
 thence South 56°34'54" East 4.60 feet;
 thence Southwesterly 56.16 feet along the arc of a 300.00 foot radius curve to the left (center bears South 46°27'31" East and the chord bears South 38°10'41" West 56.08 feet with a central angle of 10°43'36");
 thence South 32°48'53" West 318.86 feet;
 thence Southwesterly 196.82 feet along the arc of a 954.48 foot radius curve to the right (center bears North 57°13'14" West and the chord bears South 38°41'12" West 196.47 feet with a central angle of 11°48'53");
 thence Southwesterly 179.64 feet along the arc of a 300.00 foot radius curve to the right (center bears North 45°24'21" West and the chord bears South 61°44'54" West 176.97 feet with a central angle of 34°18'31");
 thence South 78°54'24" West 115.73 feet;
 thence North 00°08'07" East 21.52 feet to the point of beginning.
 Contains 12,499 Square Feet or 0.287 Acres

Parking Lot Parcel

Beginning at a point being South 00°08'07" West 1,267.77 feet along the section line from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running
 thence North 89°45'20" East 148.01 feet;
 thence South 00°08'07" West 160.00 feet;
 thence South 89°45'20" West 148.00 feet;
 thence North 00°08'07" East 160.00 feet to the point of beginning.
 Contains 23,681 Square Feet or 0.544 Acres

Commercial Parcel

Beginning at the intersection of the Southerly Right-of-Way Line of 14600 South Street and the Easterly Right-of-Way Line of Porter Rockwell Boulevard, said point also being South 89°55'42" East 1380.73 along the section line feet and South 00°04'08" West 53.00 feet from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running
 thence South 89°55'52" East 617.38 feet along the Southerly Right-of-Way Line of said 14600 South Street;
 thence South 00°04'08" West 865.47 feet;
 thence South 58°27'59" West 477.16 feet
 thence southwesterly 147.47 feet along the arc of a 533.00 foot radius curve to the left (center bears South 31°32'01" East and the chord bears South 50°32'23" West 147.00 feet with a central angle of 15°51'11");
 thence North 70°28'08" West 220.01 feet to the Easterly Right-of-Way Line of Porter Rockwell Boulevard;
 thence northerly 351.35 feet along the arc of a 1,053.50 foot radius curve to the left (center bears North 70°28'08" West and the chord bears North 09°58'36" East 349.73 feet with a central

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angle of 19°06'31") along the Easterly Right-of-Way Line of said Porter Rockwell Boulevard;
thence North 00°25'21" East 746.49 feet along the Easterly Right-of-Way Line of said
Porter Rockwell Boulevard;
thence North 45°14'50" East 63.53 feet along the Easterly Right-of-Way Line of said
Porter Rockwell Boulevard to the point of beginning.
Contains 712,705 Square Feet or 16.361 Acres

Light Industrial Parcel

Beginning at a point of the Southerly Right-of-Way Line of 14600 South Street, said point being
South 89°55'52" East 1,145.45 feet along the section line and South 00°04'08" West 53.00 feet
from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base
and Meridian; and running
thence South 89°55'52" East 50.34 feet along the Southerly Right-of-Way Line of said
14600 South Street to the Westerly Right-of-Way Line of Porter Rockwell Road;
thence South 44°45'10" East 35.54 feet along the Westerly Right-of-Way Line of said
Porter Rockwell Road;
thence South 00°25'21" West 765.36 feet along the Westerly Right-of-Way Line of said
Porter Rockwell Road;
thence North 89°34'39" West 43.49 feet;
thence Northwesterly 149.73 feet along the arc of a 260.00 foot radius curve to the right
(center bears North 00°25'21" East and the chord bears North 73°04'46" West 147.67 feet with a
central angle of 32°59'45");
thence North 56°34'54" West 334.78 feet;
thence Northwesterly 33.55 feet along the arc of a 40.00 foot radius curve to the left
(center bears South 33°25'06" West and the chord bears North 80°36'36" West 32.58 feet with a
central angle of 48°03'24");
thence North 14°38'18" West 32.26 feet;
thence North 56°34'54" West 135.90 feet;
thence Northeasterly 42.86 feet along the arc of a 300.00 foot radius curve to the right
(center bears South 46°27'31" East and the chord bears North 47°38'04" East 42.83 feet with a
central angle of 08°11'10");
thence North 51°43'39" East 457.68 feet;
thence North 48°28'27" East 210.03 feet to the point of beginning.
Contains 281,204 Square Feet or 6.456 Acres

Additional Canal Parcel - 2

Beginning at a point of the Southerly Right-of-Way Line of 14600 South Street, said point being
South 89°55'52" East 1,123.65 feet along the section line and South 00°04'08" West 53.00 feet
from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base
and Meridian; and running
thence South 89°55'52" East 21.80 feet along the Southerly Right-of-Way Line of said
14600 South Street;
thence South 48°28'27" West 210.03 feet;
thence South 51°43'39" West 457.68 feet;
thence Southwesterly 42.86 feet along the arc of a 300.00 foot radius curve to the left
(center bears South 38°16'21" East and the chord bears South 47°38'04" West 42.83 feet with a

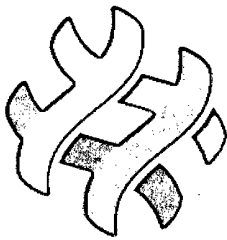
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central angle of $08^{\circ}11'10''$);
thence North $56^{\circ}34'54''$ West 4.60 feet;
thence Northeasterly 69.38 feet along the arc of a 629.88 foot radius curve to the right
(center bears South $45^{\circ}01'39''$ East and the chord bears North $48^{\circ}07'41''$ East 69.35 feet with a
central angle of $06^{\circ}18'40''$);
thence North $51^{\circ}14'22''$ East 470.29 feet;
thence Northeasterly 155.98 feet along the arc of a 839.39 foot radius curve to the left
(center bears North $38^{\circ}45'38''$ West and the chord bears North $45^{\circ}54'57''$ East 155.75 feet with a
central angle of $10^{\circ}38'49''$) to the point of beginning.
Contains 5,351 Square Feet or 0.123 Acres

Canal Parcel – 2

Beginning at a point of the Southerly Right-of-Way Line of 14600 South Street, said point being
South $89^{\circ}55'52''$ East 1,079.57 feet along the section line and South $00^{\circ}04'08''$ West 53.00 feet
from the East Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base
and Meridian; and running
thence South $89^{\circ}55'52''$ East 44.08 feet along the Southerly Right-of-Way Line of said
14600 South Street to the Westerly Right-of-Way Line of Porter Rockwell Road;
thence Southwesterly 155.98 feet along the arc of a 839.39 foot radius curve to the right
(center bears North $49^{\circ}24'27''$ West and the chord bears South $45^{\circ}54'57''$ West 155.75 feet with a
central angle of $10^{\circ}38'49''$);
thence South $51^{\circ}14'22''$ West 470.29 feet;
thence Southwesterly 69.38 feet along the arc of a 629.88 foot radius curve to the left
(center bears South $38^{\circ}42'59''$ East and the chord bears South $48^{\circ}07'41''$ West 69.35 feet with a
central angle of $06^{\circ}18'40''$);
thence North $56^{\circ}34'54''$ West 33.65 feet;
thence Northeasterly 79.73 feet along the arc of a 662.88 foot radius curve to the right
(center bears South $45^{\circ}36'36''$ East and the chord bears North $47^{\circ}50'08''$ East 79.68 feet with a
central angle of $06^{\circ}53'29''$);
thence North $51^{\circ}14'22''$ East 470.29 feet;
thence Northeasterly 121.20 feet along the arc of a 806.39 foot radius curve to the left
(center bears North $38^{\circ}45'38''$ West and the chord bears North $46^{\circ}56'02''$ East 121.08 feet with a
central angle of $08^{\circ}36'41''$) to the point of beginning.
Contains 22,556 Square Feet or 0.518 Acres

Exhibit B
Aclaime at Independence - Bland Project
Major Change Amendment Project Plan
Mixed Use (MU) Zone Project Plan
Design Guidelines



ACLAIMÉ™

BLR Development, Inc. Developer

Attn: David Tolman

230 W. Towne Ridge Parkway

Suite 510

Sandy, UT 84070

Prepared by:



blū line designs

Attn: Steve McCutchan

45 West Segó Lily Drive

Suite 500

Sandy, UT 84070

Draft: February 7, 2014

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1. MAJOR CHANGE PROJECT PLAN AMENDMENT

BLR Development, Inc. ("Developer") propose an amendment to the Mixed Use (MU) Zone and a Major Change Project Plan Amendment to accomplish the following.

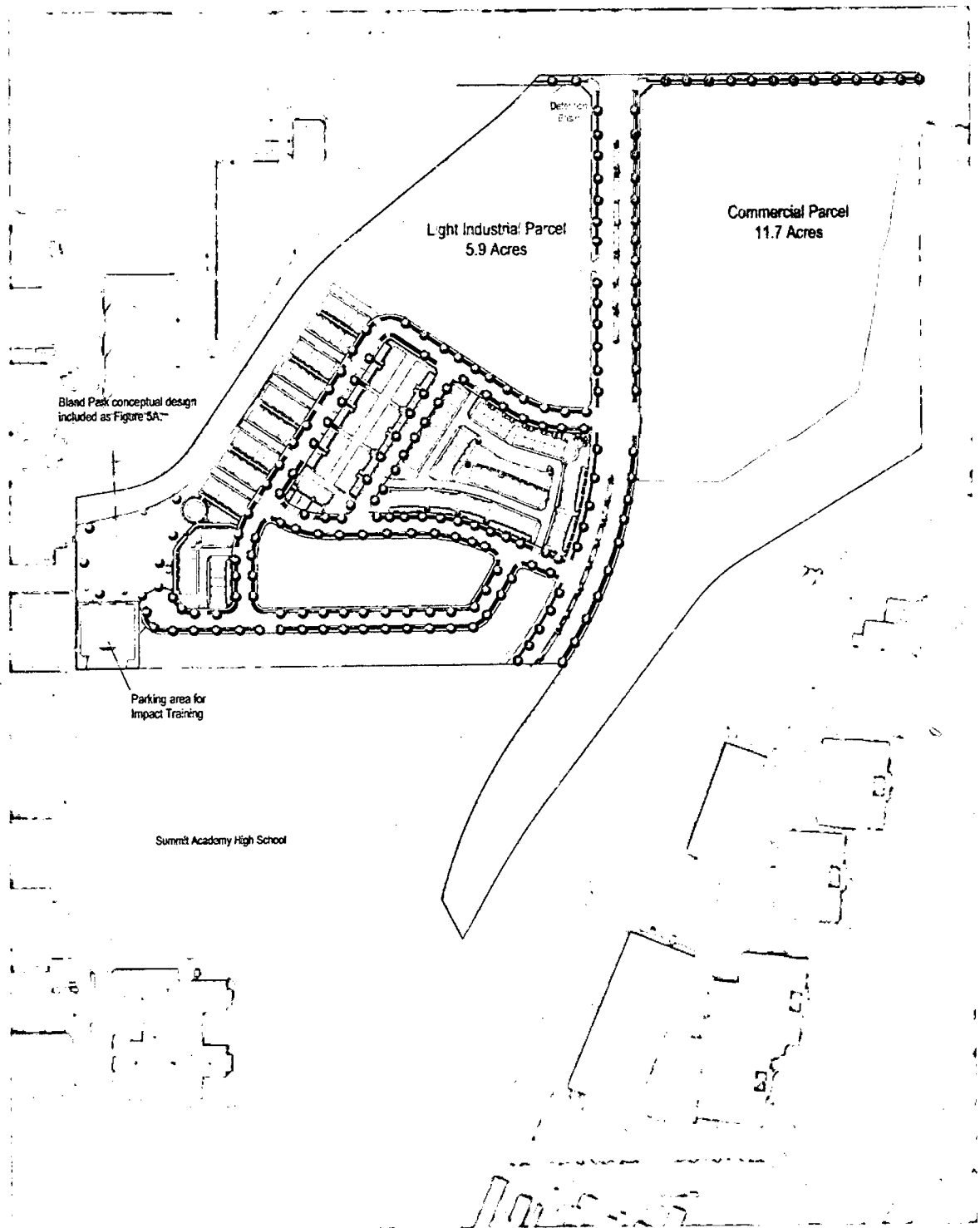
- a. Investigate alternative land uses such as light industrial, business park or light manufacturing that are now an option for the property based upon the variety of changes that have occurred and propose a text amendments to add such use as allowed uses under the Mixed Use (MU) Zone ordinance.
- b. Consider the use of a smaller residential neighborhood as a buffer between future commercial and light industrial uses in the northern half of the property and Summit Academy in the south half.
- c. Explore the options that are available for active open space on the remaining portions of the property in light of the recreation facilities that Summit Academy High School is planning to develop.
- d. Propose new Design Guidelines and text amendments to the Mixed Use (MU) Zone ordinance that will be necessary with the changes contemplated by the Major Change Amendment.

2. ACLAIME AT INDEPENDENCE BLAND PROPERTY CONCEPTUAL PROJECT PLAN

Figure 1 is the proposed Aclaime at Independence Conceptual Project Plan for the Bland Property. It proposes four land uses – commercial (shown as Retail / Office), residential, light industrial and public and private open space. The Light Industrial is a new land use that is not part of the Independence Project Plan and has been added to the Mixed Use (MU) Zone.

The types of residential units proposed include lots for 49 single family detached homes that are a minimum of 40 feet in width by 82 feet in depth. These single family detached homes are front loaded with the garage located in the front of the home. Three types of townhome units are proposed – "Live-Work" units, "Courtyard" unit and "Urban Townhomes".

Table 1 is a Statistical Summary of the Aclaime at Independence Bland Property Conceptual Plan.



Land Use	Reclassified Type	Open Space Type	Acres	Industrial / Commercial GFA SF	Reclassified Density DURA	No. of Units
Light Industrial			5.9	TBD		
Commercial Area			11.7	TBD		
Residential Area			17.1			
	Townhomes (Net Area)		8.0		15.7	141
	47'x60' SFD (Net Area)		5.8		2.4	49
	Public Park		1.5			
	PFB Seaback		8.1			
	Private Active		1.5			
Commercial Parking Lot			6.5			
Passive Open Space Areas			7.4			
	Block Area		1.5			
	Canal Area		1.5			
	Disturbance Buffer Area		4.5			
	Total Passive Open Space Areas		9.4			
Total Area			44.3	TBD		190
Open Space			3.0			
Active Areas			38.8			
Passive Areas			12.0			

- Public Active Space
- Private Active Space
- Private Passive Space
- Private Yard Area

Figure 1

Aclame at Independence

Bland Property Conceptual Site Plan

January 31, 2014

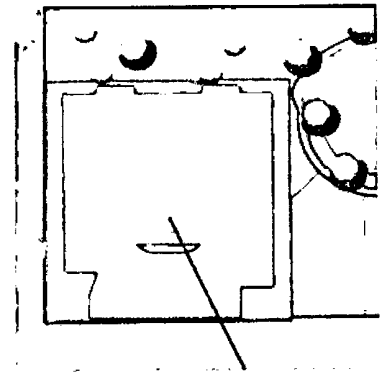
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Table 1

**Aclaime at Independence
Bland Property Concept Plan
Statistical Summary**

Land Use	Residential Type	Open Space Type	Acres	Industrial / Commercial GFA SF	Residential Density (DU/Ac)	No. of Units
Light Industrial			5.9	TBD		
Commercial			11.7	TBD		
Residential			17.1		8.2	141
	Live-Work Units					9
	Courtyard Units					27
	Urban Townhome Units					105
	Total Townhomes		9.0		15.7	141
	40' x 82' SFD		5.8		8.4	49
Public Park / Detention Basin			1.5			
Private Active (Townhome Area)			1.5			
PRB Landscaped Setback (SFD Area)			0.1			
Commercial Parking Lot			0.5			
Passive Open Space Areas						
	Slope Areas		7.4			
	Canal Areas		1.5			
	Detention Basin Areas		1.6			
	Total Passive Open Space		10.0			
Total			44.3	TBD		190
Total Active Open Space			3.1			
Total Passive Open Space			10.0			
Total Open Space			13.1			

The Aclaime at Independence Bland Property Conceptual Site Plan includes a proposed 0.5 acre parking lot in the southwest corner of the property (shown in the box to the right). We have estimated that the 0.5 acre property would add 59 parking spaces. No access — vehicular or pedestrian —, is planned between the parking lot and the residential or park area that is adjacent to the Impact Training parking lot. The parking lot is subject to City Site Plan approval prior to construction.



a. Future Street Alignment Revisions

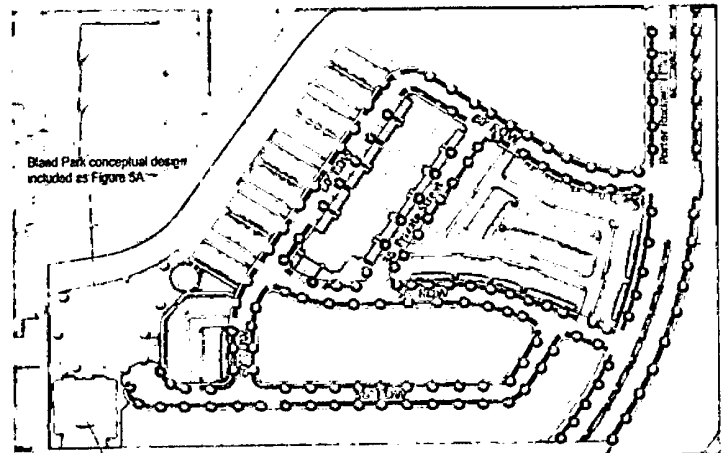
Figure 2 is a conceptual redesign of the PRB / 14600 South intersection that allows flow through traffic on PRB that is traveling to or from Interstate 15. It is anticipated that at the time PRB is realigned, it will become a State Highway and 14600 South will become a Bluffdale City street.

The intersections shown on Figure 2 reflect the anticipated location based upon UDOT standards. All future intersections to Porter Rockwell Boulevard will require City Engineer approval.

b. Street Cross Sections

Figure 3 includes street cross sections for Porter Rockwell Boulevard, the public streets, the private street and the private alleys planned for the Bland Property.

Two neighborhood street cross sections are proposed for the residential area, a 60 foot right-of-way and a 56 foot right-of-way. The cross sections are identical except the 56 foot right-of-way has eight (8) foot park strips where the 60 foot right-of-way has ten (10) park strips. The asphalt width, curb to curb section and five (5) sidewalks are all identical. The figure to the right illustrates which streets are the public 60 foot width, the public 56 foot width and the 38 foot private street.



c. Private Street and Alley Snow Removal

Snow removal within the public rights-of way will be performed by Bluffdale City. Snow removal on private streets such as the single private street and the private alleys will need to be performed by the homeowner associations. The snow that is removed from the private street and alleys cannot be moved into the public right-of-way per City ordinance. Therefore, a conceptual plan has been prepared that illustrates how the snow should be removed and where it should be deposited. Figure 4 is a private street and alley snow removal plan.

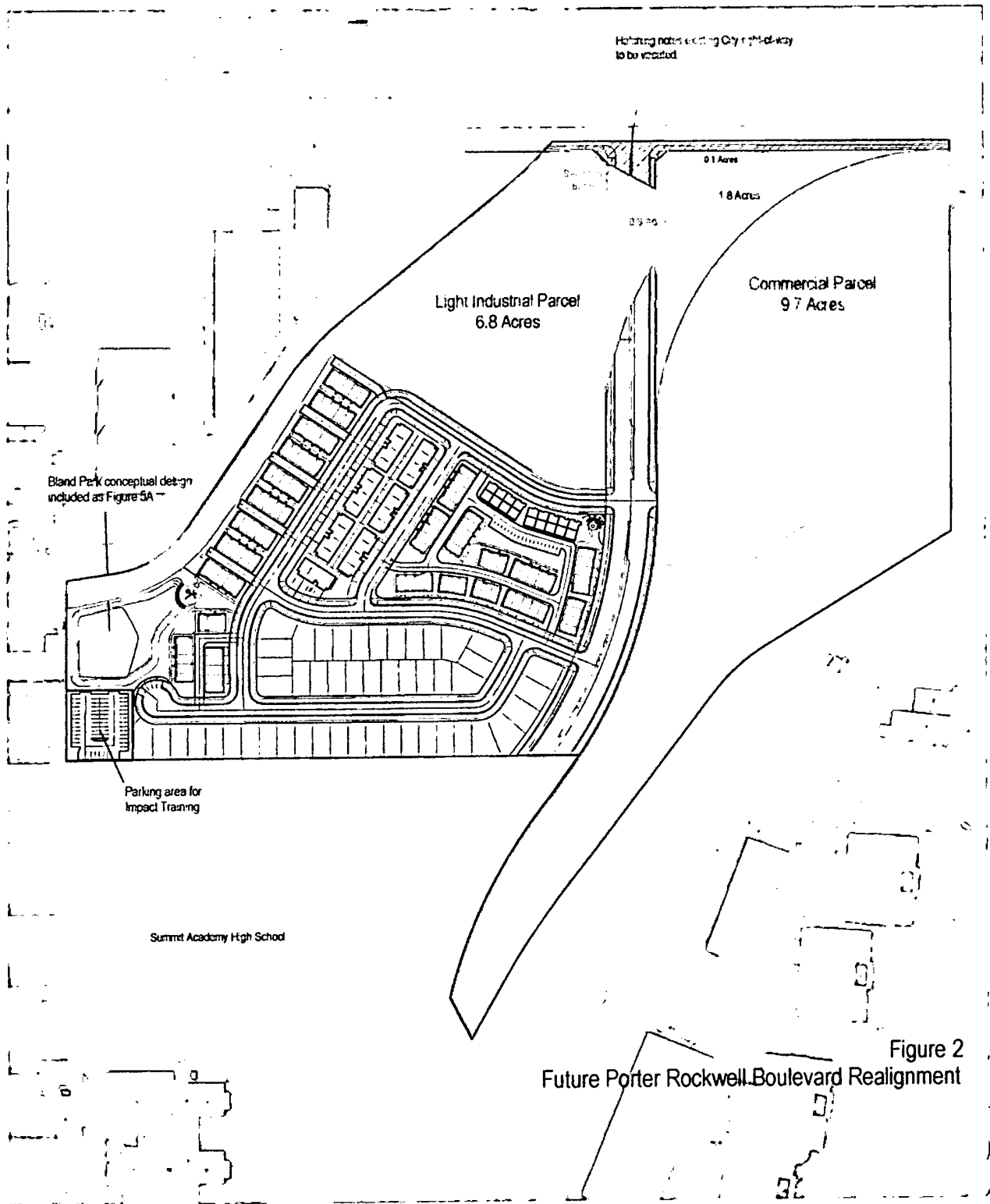
d. On-Street and Off-Street Parking in Residential Areas

The Bland Property Conceptual Site Plan includes 114 alley-loaded townhomes. As part of the development of the site plan, we have reviewed both the availability of on-street and off-street

parking. It is also important to insure that emergency and snow removal vehicles have a clear access way. Therefore, we have proposed a on-street parking plan for the Bland Property that limits on-street parking to one side of the street. This will leave a twenty-one (21) foot wide open access way that will not be impeded by on-street parking. The Bland Property site plan also shows 19 off-street parking spaces. Curbs proposed for restricting parking will be painted red as part of the subdivision improvements.

Bluffdale City Code Section 7-2-4 restricts parking on city streets during winter months and during snowstorms. Future residents will need to comply with Bluffdale City Codes regarding winter parking.

Figure 5 is an alternative proposal to permit on-street parking on a single side of the streets within the Bland Property.



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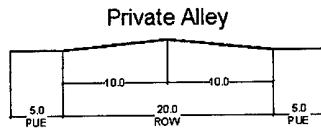
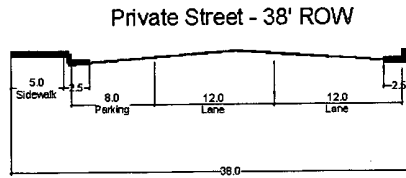
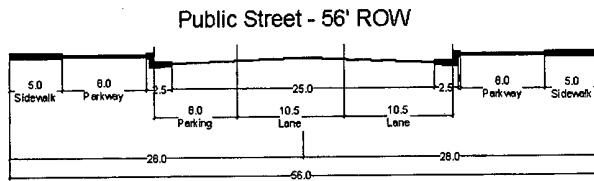
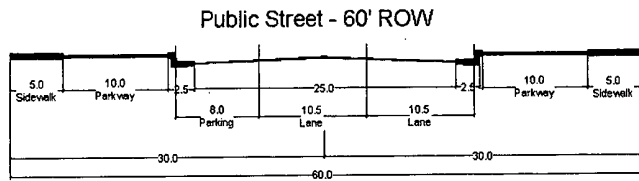
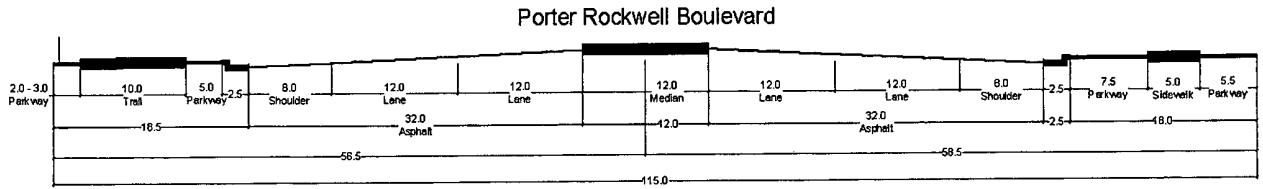


Figure 3
Street Cross Sections

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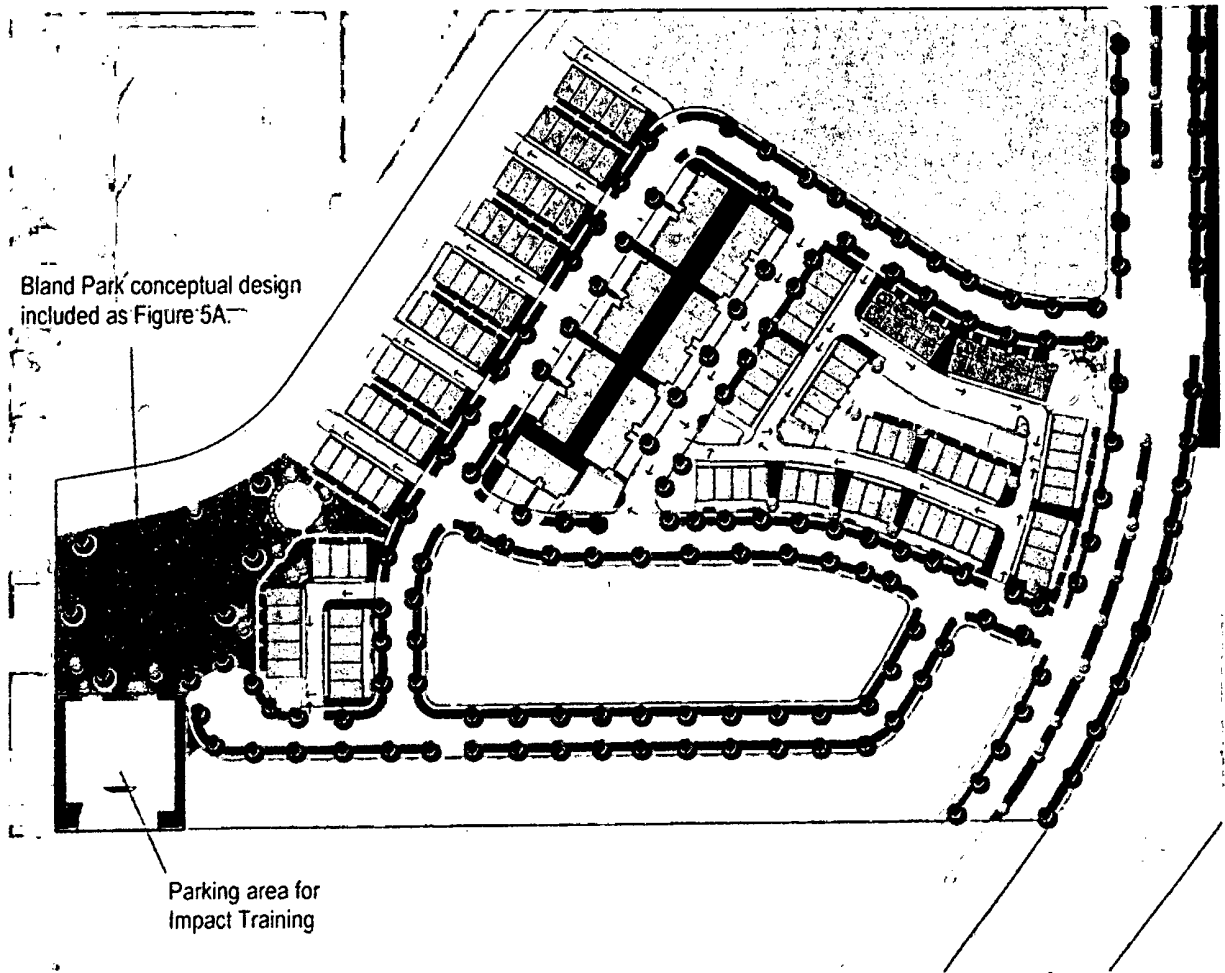


Figure 4
Private Street Snow Removal Plan

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All Units Have Standard Two (2) Car Garages

No. of Townhome Units: 141
Garage Parking Townhome Area: 282 Spaces
On Street Parking Townhome Area: 72 Spaces
Off Street Parking Townhome Area: 19 Spaces
Driveway Parking Townhome Area: 54 Spaces

No. of Parking Spaces per Unit: 3.0 Spaces
Total No. of Parking Spaces: 427 Spaces
No. of SFD Units: 49
Garage Parking SFD Area: 98 Spaces
Driveway Parking Townhome Area: 98 Spaces
On Street Parking SFD Area: 22 Spaces
Total No. of Parking Spaces: 218 Spaces
No. of Parking Spaces per Unit: 4.4 Spaces

Neighborhood Park Spaces: 5 Spaces

— No Parking Zones

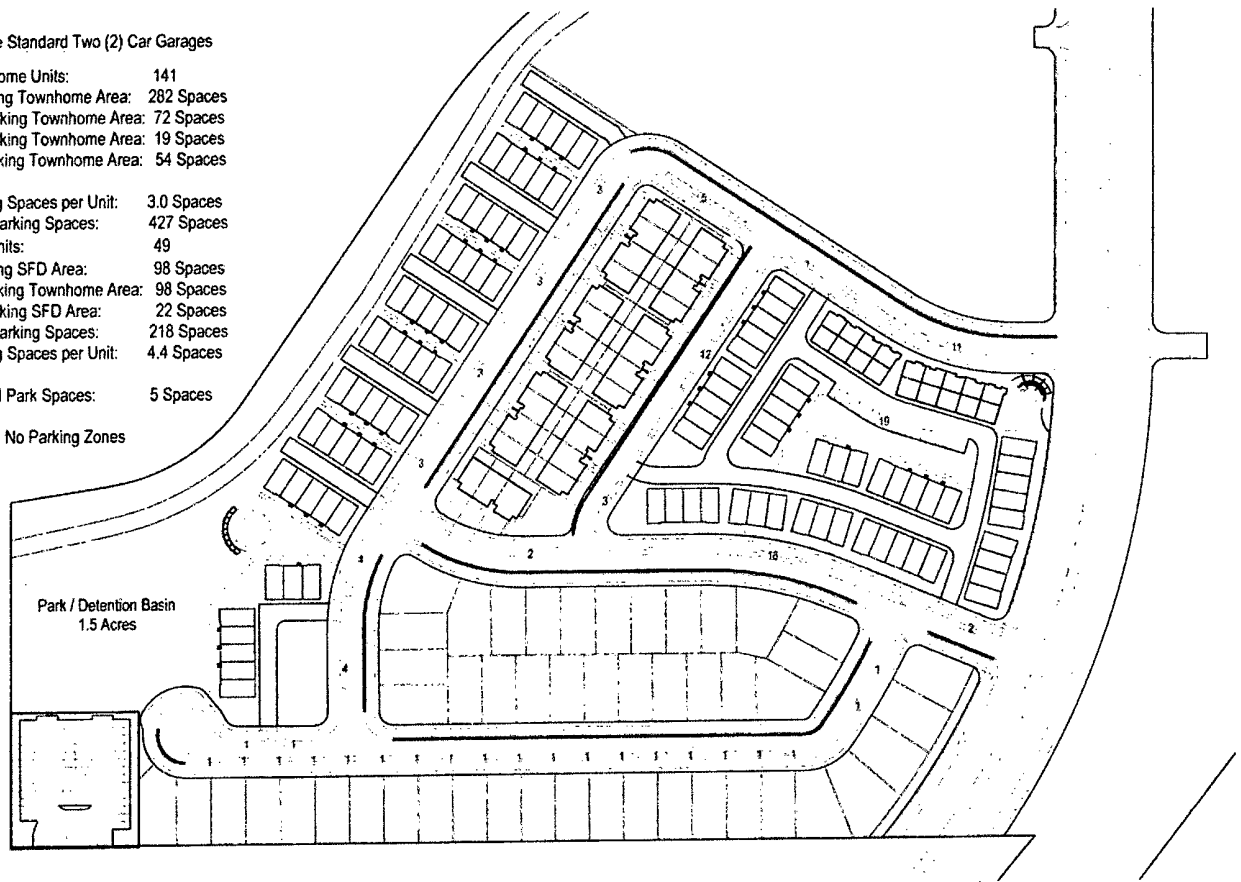


Figure 5
Alternative On-Street Parking Plan

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e. Storm Drainage and Detention Basins Plan

Ensign Engineering has prepared a storm drainage and detention basin plan for the Bland Property. The plan has been submitted to the City Engineer separately for their review. All drainage plans shall meet City standards.

The Ensign Engineering study found that four (4) detention basins would be necessary. The largest basin, which is designed to accommodate 102,000 cubic feet of storm water is located in the proposed public park. A second basin, designed to accommodate 18,000 cubic feet of storm water is located at the north end of the Light Industrial site. A third basin is located in the northwest corner of the Commercial property. This basin also is designed to accommodate 18,000 square feet and is linked to the basin north of the Light Industrial site. The fourth basin is located next to Porter Rockwell Boulevard at the southeast corner of the Commercial parcel. This detention basin drains slowing into an underground pipe that carries storm water to the large, public park basin. Final approval of basins and volumes will occur with subdivision and / or site plan approval.

f. Light Industrial Revisions

The Light Industrial area is proposed for 5.9 acres and is located south of 14600 South and west of the existing alignment of Porter Rockwell Boulevard. The area is planned for light industrial, business park, professional office and restaurants and other food service uses supporting the industrial area.

g. Commercial Revisions

In the original Independence Project Plan, there were 17.5 acres of commercial located east of Bluff Drive and south of 14600 South. With the realignment of Porter Rockwell Boulevard, the commercial area has been moved east of Porter Rockwell Boulevard and south of 14600 South. The overall area of the commercial is 11.7 acres in Conceptual Plan because of the physical limitations posed by Porter Rockwell Boulevard, the Bland Property east boundary and the steep slopes on the south border of the commercial area.

In the event that Porter Rockwell Boulevard is realigned as anticipated in Figure 2, additional revisions may be necessary to accommodate the future curved alignment. Depending upon the ultimate alignment chosen for Porter Rockwell Boulevard, it is estimated that the commercial parcel will be reduced to 9.7 acres.

h. Residential Revisions

The Aclaime at Independence Bland Property Conceptual Site Plan proposes a residential neighborhood based upon the basic design and residential unit types permitted in the Independence Project Plan. Table 2 is a comparison between residential permitted in the original Independence Project Plan and what is proposed in this Major Change Amendment.



Table 2
Residential Neighborhood Comparison

Independence Project Plan				Major Change Amendment			
Residential Type	Min. Lot Size	Density	No. Lots	Residential Type	Min. Lot Size	Density	No. Lots
Condos/Apartments	N/A		82				
Townhomes	N/A		40	Urban Townhomes	N/A		105
Alley Loaded SFD	2,450 SF		115	Courtyard Townhomes	N/A		27
Front Loaded SFD	2,450 SF		109	Live Work Units	N/A		9
				40'x82' Min Front SFD	3,200 SF		49
Less SAHS Units			-134				
Totals			212				190

Table 2 illustrates that the original Independence Project Plan permitted four (4) residential types – Condos / Apartments (RMF₁), Townhomes (RMF₂), Front Loaded Single Family Detached (R₁-F) and Alley Loaded Single Family Detached (R₁-A). As stated before, all of the single family detached residential lots shown on the original Independence Project Plan were a minimum size of 35' x 70', or a minimum square footage of 2,450 square feet. The original plan, which included the Summit Academy High School 18.4 acres, allowed a maximum of 346 dwelling units divided between 82 condos/apartments, 40 townhomes, 115 alley loaded single family detached and 109 front loaded single family detached. With the sale of 18.5 acres of land to Summit Academy High School, 134 single family detached lots were deleted from the overall number of units available to develop, or an adjusted total of 212 units.

The Aclaime at Independence Bland Property Conceptual Site Plan includes two (2) residential types – single family attached (townhomes) and single family detached. All single family attached homes are provided in a Townhomes designation. Of the 141 townhomes, there are three types proposed – alley loaded Urban Townhomes, front loaded Courtyard Townhomes and alley loaded Live-Work Units. Single family detached homes are located on minimum 40 feet by 80 feet lots. There are 49 single family detached lots.

i. Open Space, Parks and Trails

Open space, parks and trails are an important part of Aclaime at Independence. The Aclaime at Independence Bland Property Conceptual Site Plan includes active and passive open spaces.

Figure 5A is an illustrative plan of the proposed public park development.

Table 3 is a comparison between the open spaces provided in the original plan and what this Major Change Amendment proposes taking into effect the additional land needed to construct the realigned Porter Rockwell Boulevard.

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**Table 3
Open Space Comparison**

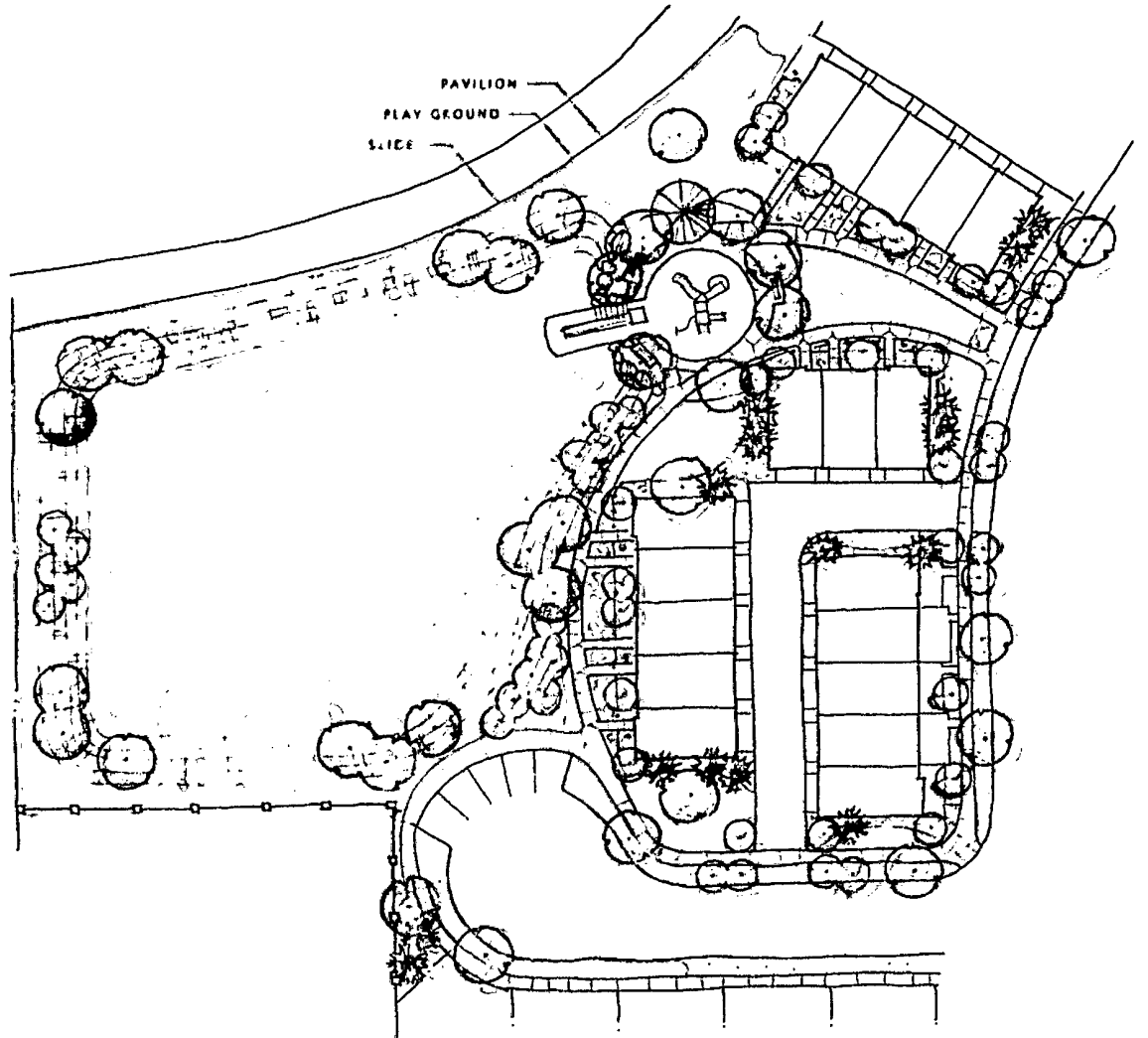
Original Project Plan (With Summit Academy HS Area)		Major Change Amendment (Without Summit Academy HS Area)	
Open Space Type	Acres	Open Space Type	Acres
Active Public Open Space	3.0	Active Open Space	3.1
Active Private Open Space	1.3	Passive Open Space	10.0
Passive Private Open Space	11.1	PRB Taking	6.4
Totals	15.4	Totals	19.7

While it appears in Table 3 that the Major Change Amendment is proposing slightly less open space than what was included in the original Project Plan, what is not included in the table is the impact of grading of the commercial parcel (additional earth excavated was used to build Porter Rockwell Boulevard) that enlarged it approximately two (2) acres and Summit Academy High School and the high school's open space in the form of fields and ball courts. Table 4 is the same table with the addition of open space provided by Summit Academy High School.

**Table 4
Open Space Comparison**

Original Project Plan (With Summit Academy HS Area)		Major Change Amendment (Without Summit Academy HS Area)	
Open Space Type	Acres	Open Space Type	Acres
Active Public Open Space	3.0	Active Open Space	3.1
Active Private Open Space	1.3	Passive Open Space	10.0
Passive Private Open Space	11.1	PRB Taking	6.4
		Summit Academy HS Open Space	8.5
Totals	15.4	Totals	30.0

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blū preliminary park plan

JUNE 20, 2013

Figure 5A

Public Park Illustrative Plan

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3. DESIGN GUIDELINES

The Bland Property proposes three land uses and two residential unit types. The following are standards for each of the land uses and unit types.

Additional standards are included in City Code Section 11-11G-12 Table 2 of the Mixed Use (MU) Zone.

1. Commercial Area

Allowed permitted and conditional uses are listed in Table 1 of the Mixed Use (MU) Zone.

The following development standards, that include standards found in the Mixed Use (MU) Zone, shall be used in the design of a future commercial center.

a. Setbacks along Porter Rockwell Boulevard and 14600 South

- (1) A twenty (20) foot building and parking area setback shall be maintained along the Porter Rockwell Boulevard and 14600 South frontages.
- (2) The setback shall be landscaped and shall include berms, landscaping, low walls, detention areas or fences or a combination thereof to partially shield the view of the parking area.

b. Side and Rear Yard Setbacks

As part of City Site Plan Review, consideration shall be given to locating buffers in the form of walls, fences and / or landscaping between service or parking areas where appropriate based upon the specific conditions.

c. Site Planning Guidelines

The following guidelines shall be used to improve the overall appearance of the site's building and parking areas.

- (1) All walls facing streets shall be treated with graffiti resistant coating.
- (2) Parking areas shall have a minimum 10% landscaping per the City standards.
- (3) Where applicable, access and parking areas within commercial uses on adjoining parcels, shall allow for reciprocal access through easements.
- (4) All loading and receiving areas shall be screened from view from adjoining streets.
- (5) Outdoor storage is not permitted.
- (6) Overall landscaping shall be consistent with the requirements of the Mixed Use (MU) Zone Section 11-11G-17.

d. Architectural Guidelines

It is anticipated that the development of the commercial parcel will not occur immediately and will likely be after Porter Rockwell Boulevard and 14600 South are realigned. It is

recommended that the subject of architectural guidelines for future commercial development be considered as part of a development plan application.

Future development plans shall be submitted for approval to the Aclaime at Independence Design Review Committee (AIDRC) prior to the City's Development Review Committee (DRC) as part of Site Plan Approval.

Examples of commercial and office buildings that are consistent with these architectural guidelines are shown in Figure 6. These examples are provided as illustrations of the implementation of the architectural guidelines and should not be perceived as the buildings that will be constructed.

2. Light Industrial Area

The following development standards, that include standards found in the Mixed Use (MU) Zone, shall be used in the design of a light industrial center.

a. Setbacks along Porter Rockwell Boulevard and the Interior Public Street

- (1) A twenty (20) foot building and parking area setback shall be maintained along the Porter Rockwell Boulevard, 14600 South and the interior public street.
- (2) The setback shall be landscaped and shall include berms, landscaping, detention areas, low walls or fences or a combination thereof to partially shield the view of the parking area.

b. Side and Rear Yard Setbacks

As part of City Site Plan Review, consideration shall be given to locating buffers in the form of walls, fences and / or landscaping between service or parking areas where appropriate based upon the specific conditions.

c. Site Planning Guidelines

The following guidelines shall be used to improve the overall appearance of the site's building and parking areas.

- (1) All walls facing streets shall be treated with graffiti resistant coating.
- (2) Parking areas shall have a minimum 10% landscaping per the City standards.
- (3) Where applicable, access and parking areas within commercial uses on adjoining parcels, shall allow for reciprocal access through easements.
- (4) All loading and receiving areas shall be screened from view from adjoining streets.
- (5) Outdoor storage is not permitted.
- (6) Overall landscaping shall be consistent with the requirements of the Mixed Use (MU) Zone Section 11-11G-17.

d. Architectural Guidelines

The buildings within the Light Industrial area should be adaptive to the uses intended – box-like structures to create large open areas for light industrial uses --, but also have elements and features that make their entrances and ground floor levels as human scale as reasonably possible. Due to its location in Aclaime at Independence, there is an expectation that the architecture of the light industrial buildings have more visual variety in the form of the use of different materials, colors and building massing.

Future development plans shall be submitted for approval to the Aclaime at Independence Design Review Committee (AIDRC) prior to the City's Development Review Committee (DRC) as part of Site Plan Approval.

Light Industrial buildings shall be designed using the following architectural guidelines.

- (1) The mass and scale of a large, box-like building shall be reduced through varying building heights and setbacks along the front and street side of building elevations.
- (2) Front and street facades of buildings that front on a street shall include architectural features such as reveals, windows and openings, changes in color, texture and / or materials to add interest to the building elevation and reduce its visual mass.
- (3) Primary pedestrian building entrances shall be readily identifiable and well defined through the use of projections, recesses, columns, roof structures and other similar design elements.
- (4) Service and loading doors shall not be located on the front elevations.
- (5) Large expanses of smooth material (e.g. concrete) shall be divided with visible expansion joints, reveals or changes in texture and / or color.
- (6) All outdoor lighting shall preclude glare onto adjoining properties and direct light in a downward angle.
- (7) Refuse storage areas shall be located at the rear of the development or screened from public view with a solid enclosure.

Examples of light industrial buildings that are consistent with these architectural guidelines are shown in Figure 7 are examples of characteristic light industrial buildings. These examples are provided as illustrations of the implementation of the architectural guidelines and should not be perceived as the buildings that will be constructed.

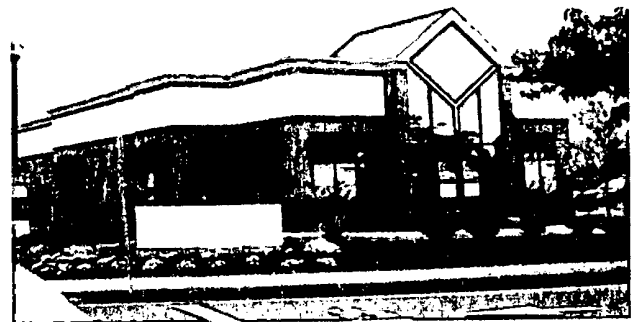
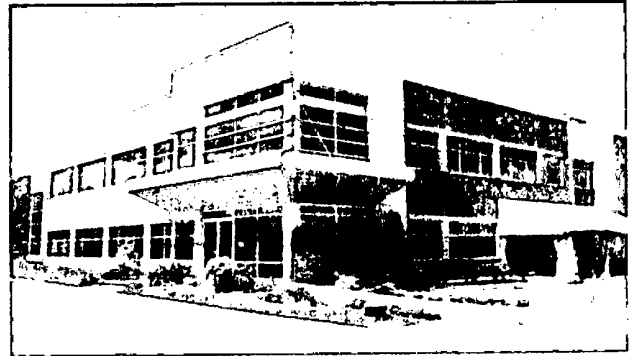
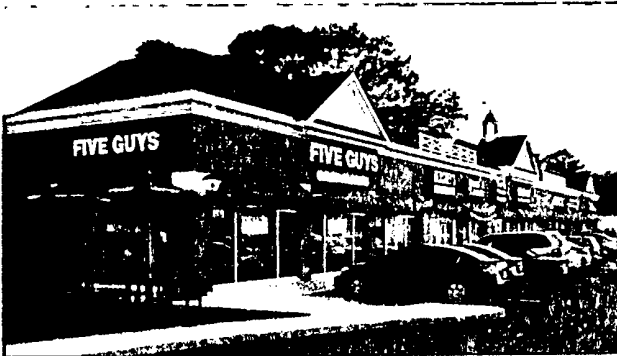
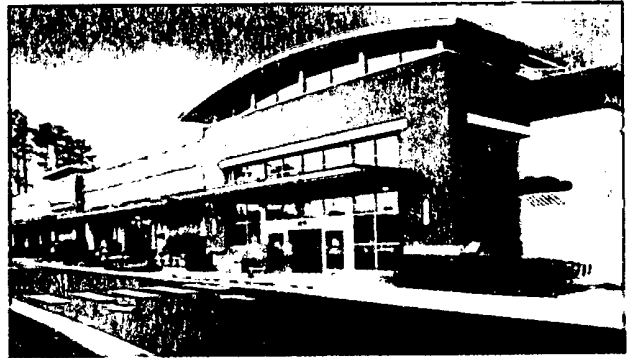


Figure 6

Examples of Retail Commercial / Office Architecture

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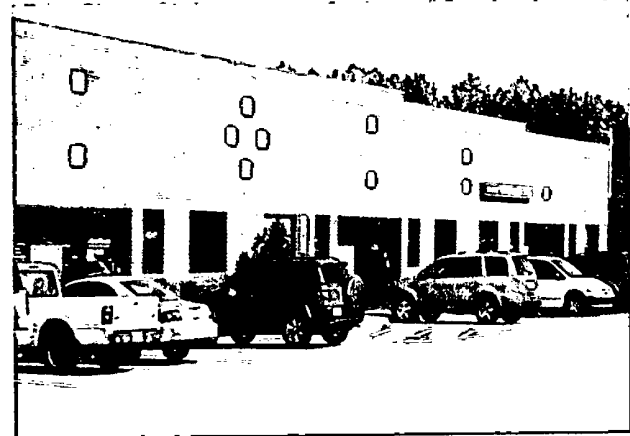
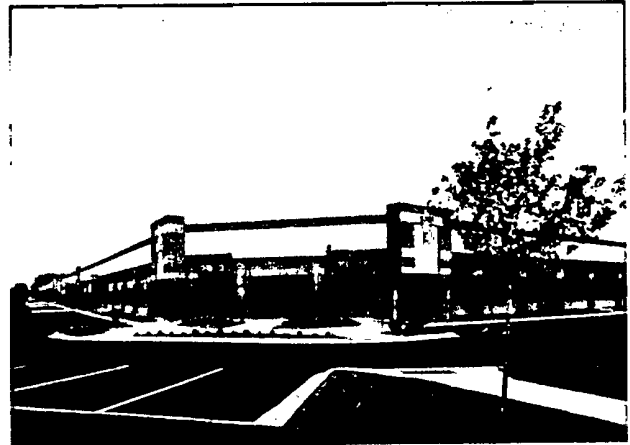
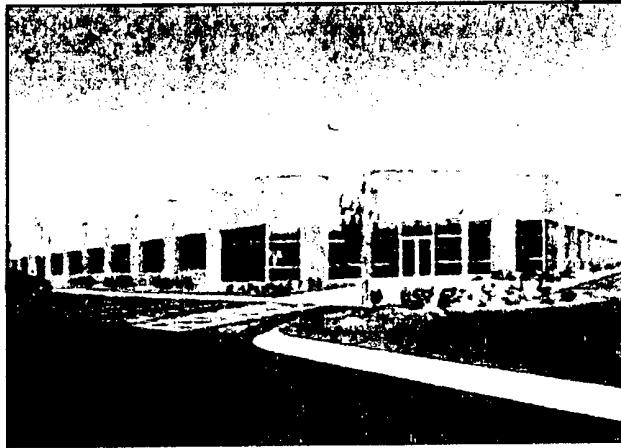
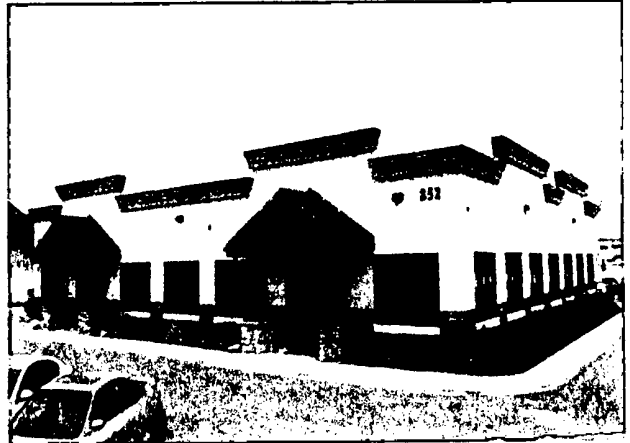


Figure 7

Examples of Light Industrial Architecture

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3. Residential Area

a. Live - Work Townhome Units

Because the Bland Property is a mixed use area and commercial and light industrial land uses are across streets, live – work townhome units are proposed as part of the transition from commercial / light industrial to residential. A live-work townhome unit is generally defined as a unit where residential and non-residential spaces are combined where the proprietor can both live and work.

Section 11-11G-12 of the Mixed Use Zone includes standards for live – work townhome unit locations, permitted uses, conditionally permitted uses, prohibited uses, size and location of the work area within the unit, number of employees and signage.

(1) Setbacks

- (a) Front yard setbacks shall be a minimum of ten (10) feet. Front accessed garages facing a street shall be setback a minimum of twenty (20) feet.
- (b) Interior side yard setbacks shall be a minimum of five (5) feet. Sideyards adjacent to a street or alley shall be setback a minimum of ten (10) feet.
- (c) Rear yards shall be setback a minimum of ten (10) feet. Garages facing an alley shall be setback a minimum of five (5) feet.

(2) Architectural Design Guidelines

All live – work townhome units within the Bland Property require approval of the Aclaime at Independence Design Review Committee (AIDRC) prior to submittal for City Site Plan approval.

Figure 8 is conceptual elevation and floor plans of the Live-work units.

b. Townhome Units

The Bland Property includes two types of townhome units with both front loaded and alley loaded garages.

(1) Setbacks

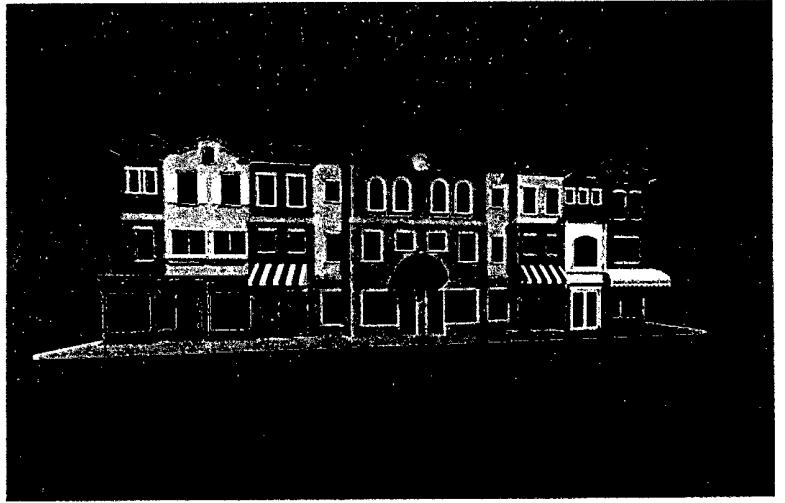
- (a) Front yard setbacks shall be a minimum of ten (10) feet. Front accessed garages facing a street shall be setback a minimum of twenty (20) feet.
- (b) Interior side yard setbacks shall be a minimum of five (5) feet. Sideyards adjacent to a street or alley shall be setback a minimum of ten (10) feet.
- (c) Rear yards shall be setback a minimum of ten (10) feet. Garages facing an alley shall be setback a minimum of five (5) feet.

All other development standards shall be subject to the requirements of Section 11-11G-12 Table 2 of the Mixed Use (MU) Zone.

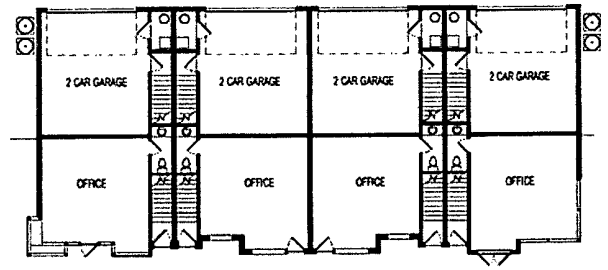
(2) Architectural Guidelines

All townhome units within the Bland Property require approval of the Aclaime at Independence Design Review Committee (AIDRC) prior to submittal for City Site Plan approval.

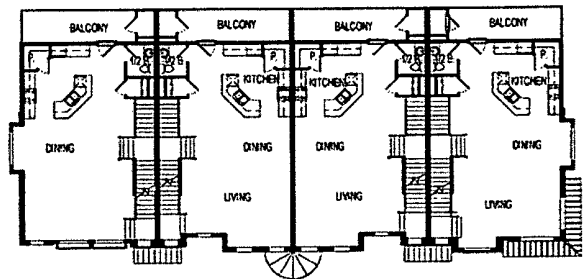
Figure 9 is conceptual elevation and floor plans of the Live-work units.



GROUND LEVEL SCHEMATIC



MAIN LEVEL SCHEMATIC



UPPER LEVEL SCHEMATIC

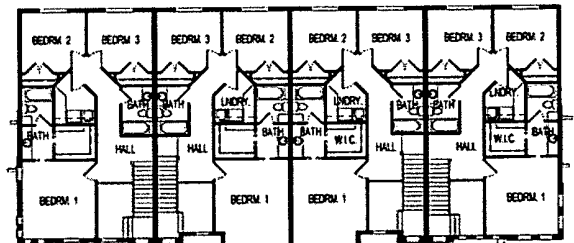


Figure 8

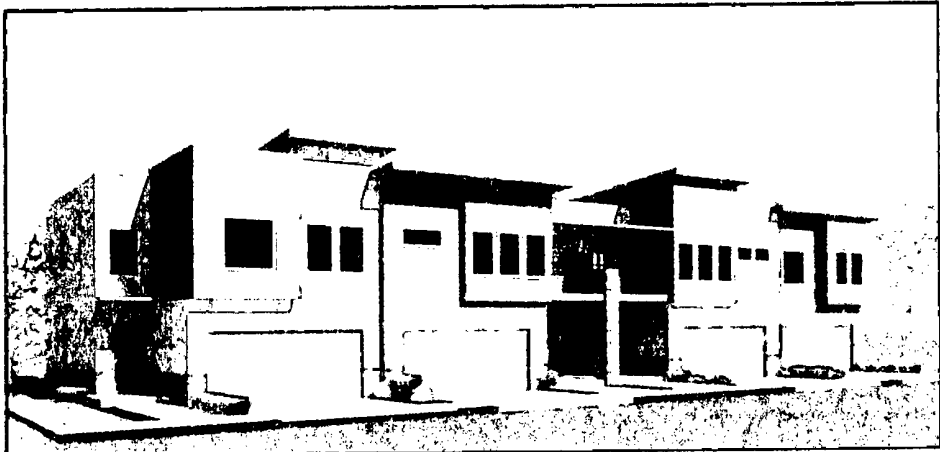
Live – Work Units Conceptual Elevations and Floor Plans



Urban Townhome



Courtyard Townhome
Elevation A



Courtyard Townhome
Elevation B

Figure 9

Urban and Courtyard Townhome Conceptual Elevations

c. Single Family Detached Homes

There are 49 single family detached homes planned on the Bland Property. The lot sizes are a minimum 40 feet in width and 80 feet in depth, or a minimum of 3200 square feet in lot size. The homes proposed will have front loaded garages.

(1) Setbacks

- (a) Front yard setbacks shall be a minimum of ten (10) feet. Front accessed garages facing a street shall be setback a minimum of twenty (20) feet.
- (b) Interior side yard setbacks shall be a minimum of five (5) feet. Sideyards adjacent to a street or alley shall be setback a minimum of ten (10) feet.
- (c) Rear yards shall be setback a minimum of ten (10) feet. Garages facing an alley shall be setback a minimum of five (5) feet.

All other development standards shall be subject to the requirements of Section 11-11G-12 Table 2 of the Mixed Use (MU) Zone.

All single family detached homes within the Bland Property require approval of the Aclaime at Independence Design Review Committee (AIDRC).

Figure 10 are conceptual front elevation renderings of the single family detached homes.

d. Impact Training Parking Lot

One-half acre of the Bland Property is being sold to Impact Training to add to their existing parking area southwest of the property. The parking lot will be accessed from Impact Training's existing parking lot and access, both vehicular and pedestrian, will not be provided or required from the remainder of the Bland Property.

While access separated from the Bland Property, the parking lot shall integrate the design features of the Bland Property to not appear as a substantial visual departure. The following design guidelines shall be used in the planning and construction of the parking lot.

- (1) The parking lot shall be separated from the adjoining residential lots and the park area by a minimum six (6) foot in height fence constructed of "Trex" material using the thematic color for the Bland Property fencing.
- (2) The area inside of the fence shall be landscaped with a minimum eight (8) foot planter bed and shall include trees and shrubs.
- (3) AIDRC approval is required prior to submittal for City Site Plan approval.
- (3) City Site Plan approval is required prior to construction. Parking lot landscaping shall be required with a minimum 10% of the parking area landscaped.

e. Thematic Fencing

Fencing constructed throughout the Bland Property shall be constructed to the thematic criterion established herein. The thematic criterion includes the following.

- (1) All fencing shall be constructed of "Trex" brand fencing and the "Seclusions" model. The thematic color is "Woodland Brown".
- (2) All fencing shall be a height of six (6) feet except fencing in a front yard area shall be three (3) feet in height, subject to City fence location requirements.
- (3) Fencing adjacent to the canal may be chain link fencing that is vinyl coated, black in color, subject to City fence location requirements.

Figure 11 are conceptual illustrations of the proposed fencing.

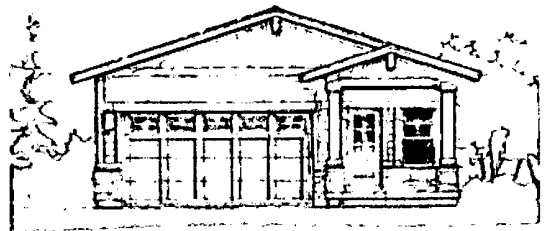
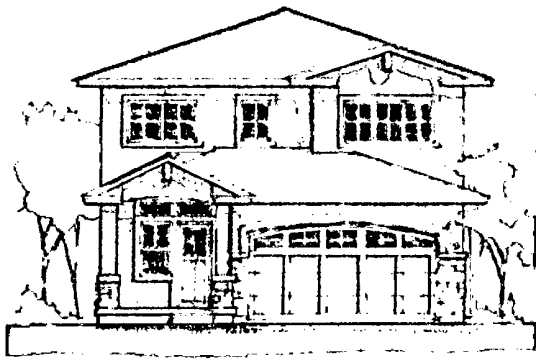


Figure 10

Single Family Detached Homes Conceptual Elevations



Figure 11
Examples of Bland Community Fencing

f. Street Tree Plan

A street tree plan shall be submitted for each phase of the development and shall be reviewed by the City at the preliminary plat stage. The following table shall be a guide for the selection of trees to be planted within the development. Shade trees shall be used within public rights-of-way as street trees. Ornamental trees shall be used in other areas of the development.

Shade Trees

Common Name	Botanical Name	Height (Ft)	Spacing (Ft)	Notes
Ash, Green	Fraxinus pennsylvanica	40-50	30	Glowing yellow Fall color, fall leaves drop in a day.
Ash, White	Fraxinus Americana	50-80	30	Leaves yellow to red-purple in Fall. Autumn Purple nice.
Elm, American	Ulmus Americana	60-80	30	Use Frontier and Pioneer cultivars-they resist disease.
Honey Locust	Gleditsia triacanthos	30-70	30	Produces 7" long seedpods. Variety Inermis is thornless.
Japanese Pagoda Tree	Sophora japonica	20-40	30	Green leaflets, white flower clusters late summer, takes heat
Norway Maple	Acer Platanoides	20-40	30	
Mountain Ash	Sorbus aucuparia	20-60	30	Brilliant display of orange-red fruit in fall.
Oak, English	Quercus robur Fastigiata	40-60	30	Fastigiata is columnar with ridged and furrowed branches.
Oak, Swamp White	Quercus bicolor	50-60	30	Bark becomes deeply ridged and furrowed with age.
Oak, Bur	Quercus macrocarpa	70-80	30	Gray-brown bark becomes deeply ridged and furrowed.
Zelkova	Zelkova serrate	60-70	30	Green Vase or Village Green varieties best. Fast grower.
London Planetree	Platanus x. acerifolia	50-60	30	Mottled bark
Basswood	Tilia Americana	30-40	30	Compact growth

Ornamental Trees

Common Name	Botanical Name	Height (Ft)	Spacing (Ft)	Notes
Cherry, Flowering	Prunus serrulata (non-weeping)	15-30	20	Good Spring and Fall color.
Crabapple	Flowering Malus (non-weeping only)	10-25	20	Flower and fruit color depends on cultivar.
Goldenrain Tree	Koelreuteria paniculata	30-40	20	Rich yellow flowers June-July.
Hawthorn	Crataegus	15-30	20	Thorns, white flowers in May, reddish fruit Fall-Winter.
Maple	Amur Ginnala / Acer ginnala	15-18	20	Leaves turn shades of yellow, orange and red in Fall.
Maple	Acer tataricum	15-20	20	Fruit consistently red.
Pear, Flowering	Prunus calleryana	30-50	20	White flowers in Spring, Red in Fall.
Plum, Flowering	Prunus cerasifera	15-30	20	White to Pink flowers. Red and purple leaved varieties.
Redbud, Eastern	Cercis Canadensis	20-30	20	Gorgeous pinkish purple flower in Spring.

uf

Exhibit C

Legal Description of the Erickson Property

Beginning at a point, said point being North 00°48'26" East 184.04 feet along the center section line from the South Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°32'43" West 1047.27 feet;

thence North 84°25'28" West 229.20 feet;

thence North 00°22'22" East 698.46 feet to a point on easterly right-of-way line of Denver and Rio Grande Western Railroad;

thence South 61°39'41" East 173.50 feet along said easterly right-of-way line;

thence North 28°20'19" East 554.00 feet along said easterly right-of-way line;

thence North 89°30'28" East 692.68 feet;

thence South 52°55'56" East 153.32 feet;

thence North 09°49'27" East 95.00 feet;

thence North 89°30'28" East 39.78 feet;

thence South 00°48'25" West 1125.25 feet to the point of beginning.

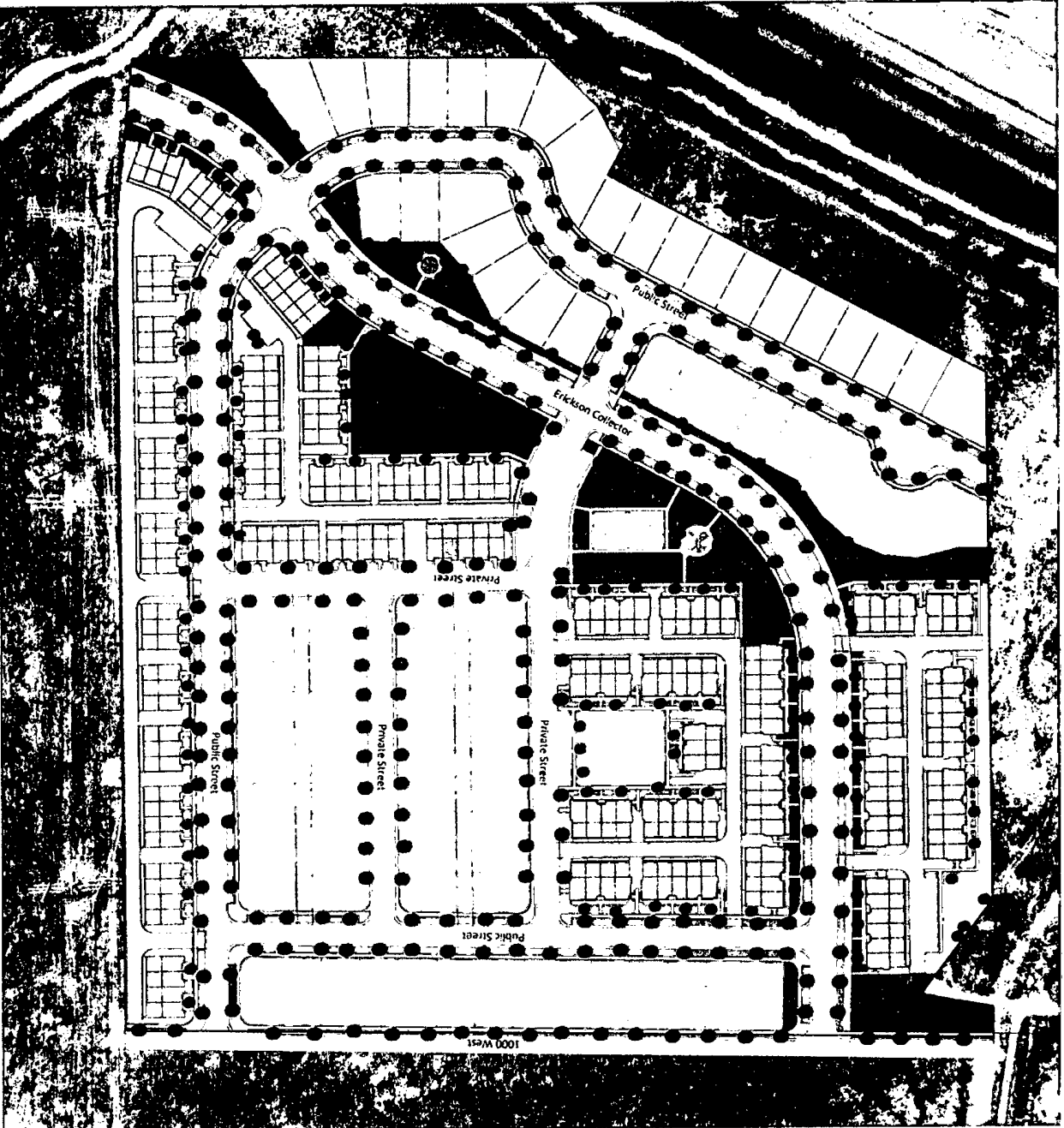
Contains 1,298,981 square feet or 29.820 acres

Exhibit D

Erickson Concept Plan

uf

Aclaiame at Independence Erickson Property



This plan is conceptual and subject to change as part of further design, review and approval.

Property Area (Acres):	29.8
Home Builders:	
Garbett Homes:	5.6
Area:	92
No. of Units:	16.4
Density (DU/Ac):	5.4
Pentation Homes	9.1
Area (Acres):	7.6
No. of Units:	4.5
Density (DU/Ac):	4.0
Chocolate Homes	8.9
Area (Acres):	4.2
No. of Units:	2.5
Density (DU/Ac):	6.0
Liberty Homes	4.2
Area (Acres):	2.3
No. of Units:	5.5
Density (DU/Ac):	5.9
Brighton Homes	29.8
Area (Acres):	271
No. of Units:	249
Density (DU/Ac):	22
Developer Area:	9.2
Area (Acres):	
Total	
Area (Acres):	29.8
No. of Units:	271
Original Allocation from DA	249
Units Transferred from Bland Property	22
Density (DU/Ac):	9.2
Open Space:	
Public Active (Acres):	3.2
Private Active (Acres):	0.9
Private Passive (Acres):	0.5
Total (Acres):	4.6
Private Yards	



Conceptual site plan


November 7, 2013  100'

Exhibit E

Proposed Porter Rockwell Boulevard Realignment

4829-8382-5432, v. 5

uf



BALT LAKE CITY
 574 0000 S. 3000 SW
 SUITE 1714070
 PORTER ROCKWELL BLVD
 PK 101 255 4448

LAYTON
 Project: 101 255 1100
 TITLE: 101 255 1100
 CLIENT: 101 255 1100
 ADDRESS: 101 255 1100
 PHONE: 435 990 0187
 WWW: 101 255 1100

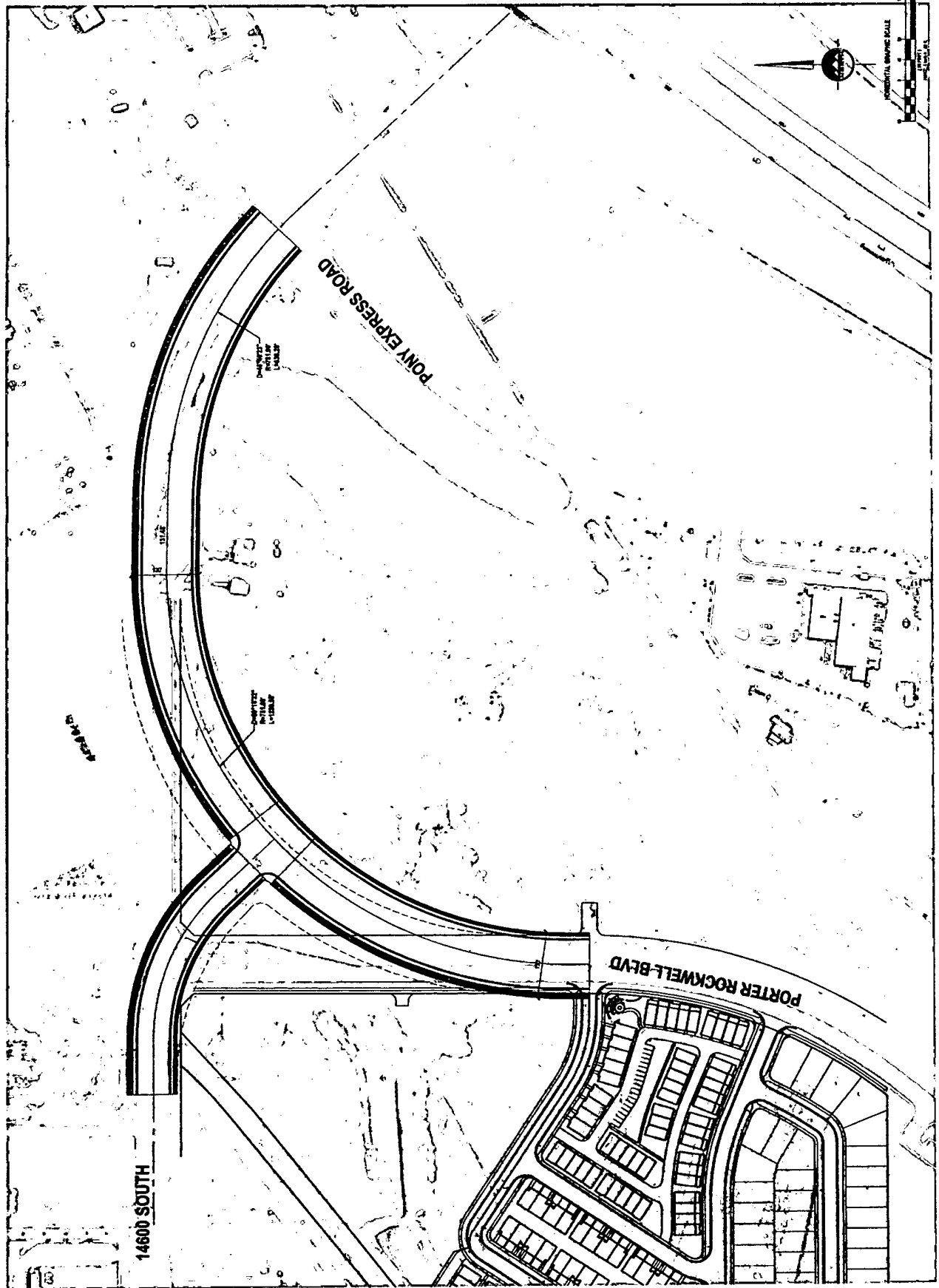
BLUFFDALE CITY
 14600 SOUTH PORTER ROCKWELL BLVD
 BLUFFDALE CITY
 PHONE: 435 990 0187
 WWW: 101 255 1100

PORTER ROCKWELL BOULEVARD
 14600 SOUTH PORTER ROCKWELL BLVD
 BLUFFDALE CITY

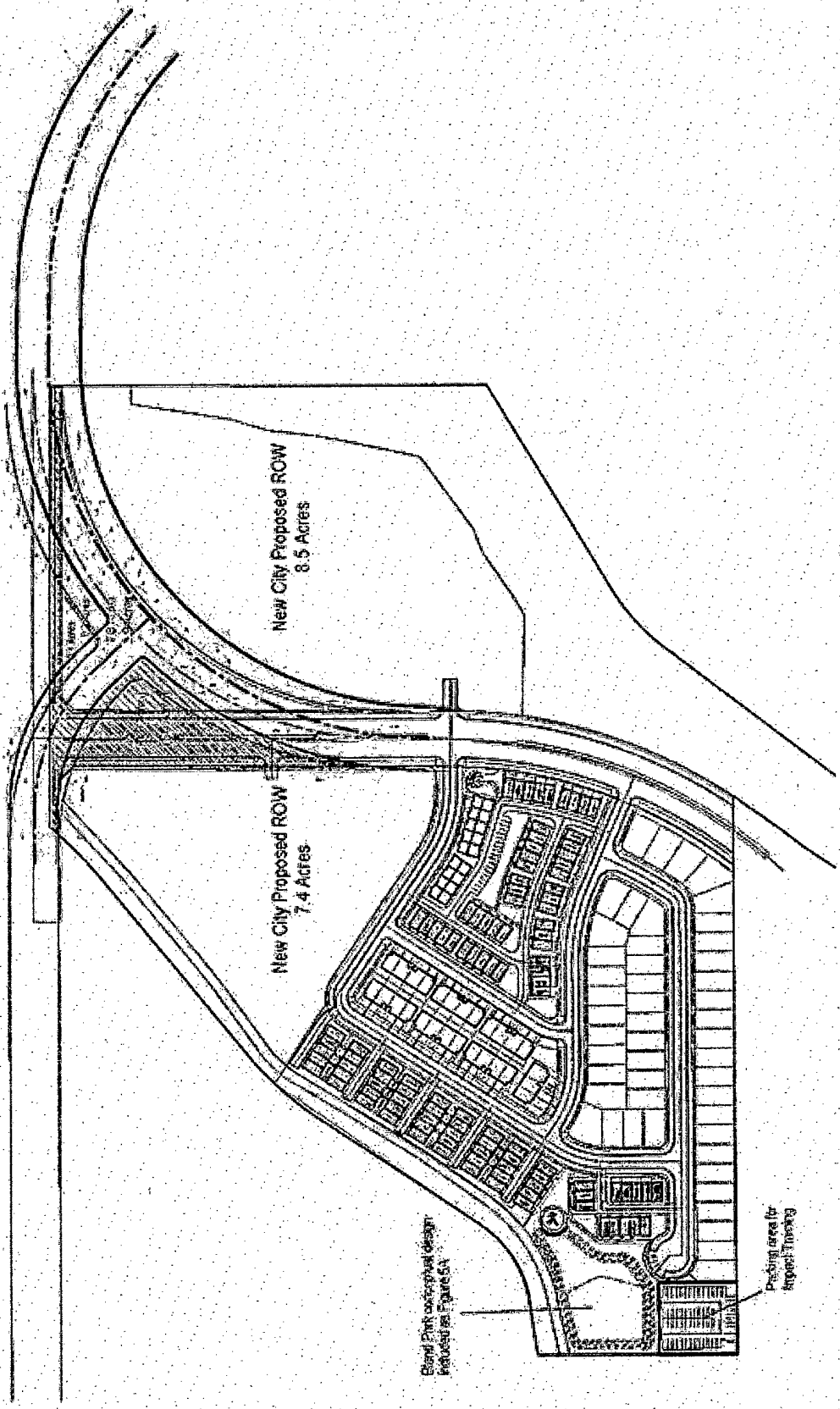
14600 SOUTH &
 PORTER ROCKWELL BLVD
 CONNECTION

DATE: 10/1/10
 DRAWN BY: JLM
 CHECKED BY: JLM
 SCALE: AS SHOWN

10F1



JLM



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