

## DEVELOPMENT AGREEMENT FOR THE SALEM PARK MASTER PLANNED DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 4<sup>th</sup> day of May, 2016 by and between J. Lyne Roberts & Sons, Inc. and Utah Lifestyle Homes, Inc. as developers (hereinafter, Roberts or Developer) and Salem City, (hereinafter City), (together, the "Parties").

### RECITALS

A. WHEREAS, Roberts owns interest in 118 acres of property located at approximately 1800 North between Mill Road and Arrowhead Trail in Salem City (the Property), which Property is more particularly described in Exhibit A. Roberts desires to develop the Property into a master planned project known as Salem Park; and

B. WHEREAS, the Parties intend to enter into this Agreement to allow Roberts and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Property in accordance with City's Master Planned Zone. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost effective and efficient manner and in accordance with the Salem City General Comprehensive Plan, applicable zoning ordinances, and Construction and Development Standards of City; and

C. WHEREAS, Roberts has assembled a management team, as required by the Master Planned Zone, consisting of Tyler Roberts, the owner's representative of J. Lyne Roberts & Sons, Scott Peterson of Atlas Engineering, Jim Whitmore of Utah Lifestyle Homes (the construction arm of Utah Lifestyle Homes, Inc.), and Brandon Reed of Loftsixfour Landscape Architecture; and

D. WHEREAS, approval of this agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Salem City ordinances. Roberts expressly acknowledges that nothing in this agreement shall be deemed to relieve Roberts from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Salem City Municipal Code in effect on the date hereof. In the event of a conflict in definitions, that definition which provides the most restrictive development latitude shall prevail.

- 1.1 **Buildout** means the completion of all of the development of the Property in accordance with this Agreement.
- 1.2 **City** means Salem City, Utah. In certain contexts, City may mean a representative authorized by position or the City council to make a decision.
- 1.3 **Concept Plan** means the overall plan design for the development, attached hereto as



## Exhibit B.

- 1.4 **Construction and Development Standards** means the standards adopted by Salem City describing and defining the criteria to be met in developing a subdivision such as Salem Park.
- 1.5 **Developer** means J. Lyne Roberts & Sons, Inc. and Utah Lifestyle Homes, Inc. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement may be transferred.
- 1.6 **DRC** means the Salem City Development Review Committee.
- 1.7 **Project Owners** means J. Lyne Roberts & Sons, Inc. and Utah Lifestyle Homes, Inc. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.
- 1.8 **Project Area** means the property identified on Exhibit A, which is the location of the proposed Salem Park development.
- 1.9 **Exhibit** means all exhibits or attachments including subsets of exhibits. For example: Exhibit C means and includes Exhibit C1, C2, and C3.

## SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

### 2.1 General Rights and Responsibilities of Developer

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Project Area, Developer accepts and agrees to comply with the impact, connection, and building fees of City in effect at the time of assessment. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. In the event Developer is concerned with new impact fees, it has the option to obtain, at its expense, an alternate impact fee analysis to present to the Council. The Council's consideration and adoption of the alternate fees shall not be unreasonably withheld so long as the analysis complies with the Utah Impact Fees Act (Utah Code Ann. §11-36a-101 et seq.).

2.1.2 **Construction Mitigation.** Developer shall provide the following measures, all to the reasonable satisfaction of City, to mitigate the impact of construction within Project Area. Developer shall also adhere to the usual construction impact mitigation measures required by City, including the MS4 requirements as mandated by the State of Utah, as they may be amended from time to time. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

A. Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

B. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

C. Construction traffic routing plan to minimize traffic impacts as approved by City.

2.1.3 **Subsequent Applications Under Future Development Code.** Unless specifically modified herein, Development Standards existing at the time of each final plat approval, except for the

layout and street cross sections, shall be followed for that plat.

**2.1.4 Phasing Plan.** The Project is divided into two sections, one dealing with single family homes on larger lots (Exhibit C-1) and one dealing with patio homes on small lots, townhomes, and condominiums (Exhibit C-2). The phasing for the single family homes is numbered (1-9), while the other section is lettered (A-G). The Phasing Plan for the Property is attached hereto as Exhibit C-1 and C-2. Developer may proceed to develop the phases in any order. Developer shall provide the infrastructure, open space, or other amenities as noted in the amenities section of this agreement during the construction of that phase which contains that amenity. Some amenities are not tied to a phase. The timing of those amenities will be completed as set forth in the amenities section, attached hereto as Exhibit C-3.

**2.1.5 Vesting.** Developer is vested with the zoning and density as shown on the preliminary plat so long as a final plat is approved by the DRC within three years of the most recently approved final plat. If economic circumstances occur that warrant a delay in development, Developer may request an extension from the Council for up to an additional two years, and such request shall not be unreasonably withheld.

**2.1.6 Design Guidelines.** The Design Guidelines, attached hereto as Exhibit Q, shall be followed in the construction of facilities and buildings, unless specific requirements in this agreement require a different standard.

## **2.2 General Rights and Responsibilities of City**

**2.2.1 Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development or zoning.

**2.2.2 Compliance with City Requirements and Standards.** Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Property in effect at the time of development approval, or re-approval in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies, and procedures of City. Developer remains vested with the entire project as long as it records a final plat every three years.

**2.3 Recording.** City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

## **SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES**

### **3.1 Municipal Utilities**

#### **3.1.1 Obligations of Developer.**

**3.1.1.1 Installation and Design Criteria.** City provides the following utilities, which need to be brought to the Project by Developer, at no cost to City: Electric Power, Culinary Water, Pressurized Irrigation Water (piping and appurtenances within the subdivision only), Sewer, and Storm Drain. Developer shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Property. Improvements shall be upsized, if directed by the City Engineer to meet future needs of City utilities. Reimbursement for upsizing is set forth in the next section, under Obligations of City. All facilities necessary to provide adequate utility services installed by Developer to the Project Area, upon acceptance

by the City, shall thereafter be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance shall be the responsibility of Developer.

**3.1.1.2. Utility Capacities.** Developer acknowledges and understands that City does not reserve utility or other infrastructure capacity until a final plat is submitted. Developer agrees that it is not vested with utility or infrastructure capacity until a final plat is submitted and that City may decline to approve any plat submitted if it determines that capacities do not exist. Developer acknowledges and understands that utility and infrastructure capacity is determined on a first come basis, based upon the submission of a final plat. Notwithstanding the foregoing, Developer has provided, with this Project, an electric substation, main water line, and a sewer lift station. Developer is vested with capacity in those facilities for the Salem Park Development Project.

**3.1.1.3 Easements.** Developer shall obtain and grant to City, at no cost to City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Property as City determines to be necessary to adequately and properly serve the Property.

**3.1.1.4 Master Plan Utility Infrastructure Sizing.** Developer shall design, build and dedicate to City the utility infrastructure according to utility master plans and City Construction and Development Standards.

**3.1.1.5 Satisfaction of Water Rights Requirement.** Developer hereby asserts that it has read and is familiar with Salem City Municipal Code §13-2-110 and hereby agrees that prior to recording of a final plat he shall dedicate water rights to City, or otherwise comply with the provisions of the City Code. Developer and the engineer for City will work together to determine the amount of outdoor water to be transferred to meet the needs of the townhome and condominium units. If the standard for the amount of water changes, either up or down, Developer will transfer the amount of water required by the standard in effect at the time of final plat approval. The amount of residential equivalent uses for the outdoor use and the commercial uses will be calculated by the City Engineer and Developer notified prior to recordation of any final plat. City shall not be required to approve any plat, or issue any building permit, until the requirements of the referenced ordinance are fully satisfied. To the extent that water rights are transferred to City prior to plat approval, a credit for the water rights shall be granted when the applicable lots are approved. Water dedication agreements are acceptable for Strawberry Water in lieu of actual transfer. Cash in lieu of water transfers are acceptable only if City accepts cash in lieu at the time a transfer is required.

### **3.1.2 Obligations of City.**

**3.1.2.1 City Service Obligations.** Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.5), and payment of impact fees, connection fees, and any other applicable fees by Developer, City shall provide all of the Property served by such infrastructure with utility service at a level generally provided to other areas of the City.

### **3.1.2.2 Reimbursement.**

A. The cost of the culinary water, pressurized irrigation water, electric power, sewer, or storm drain infrastructure, except as set forth hereafter, shall be borne by Developer without reimbursement. Reimbursement for the costs incurred, above the minimum line sizes required by the City Engineer to service the Property with those utilities identified, shall be made to Developer. The minimum sizes required to service the Property will be determined by the City Engineer at the time of final plat approval, when all grades and other factors which affect size are fully known. These reimbursements shall come from impact fees or connector's agreements. A separate agreement shall be entered when the actual cost

of those improvements is known. City has the sole discretion to determine the method and timing of reimbursements from impact fee accounts, which will be detailed in the separate agreement. The separate agreement shall commence payments within one year of its approval, and provide for either quarterly or annual payments. Reimbursement shall be on a pro-rata basis, based upon the impact fee analysis for the applicable utility, and as determined by the City Engineer.

B. In addition to the reimbursements to be made from impact fees, as set forth in paragraph A, Developer shall be entitled to connector's agreements consistent with City's ordinances and policies concerning connector's agreements.

## 3.2 Amenities and Other Improvements

**3.2.1 Developer Obligations.** Developer agrees to provide the following transportation and traffic mitigation measures which are intended to reduce the traffic impact anticipated by the project.

**3.2.1.1 Street Dedication and Improvements.** Developer agrees to dedicate adequate property for sixty (60), sixty-six (66), and eighty (80) foot wide street rights-of-way in the single family phases and to complete the street improvements when those phases are constructed. Developer agrees to dedicate adequate property for a fifty-six (56) foot wide right-of-way in the patio homes phases and to complete the street improvements when those phases are constructed. No overnight parking will be allowed on the fifty-six (56) foot wide streets. Streets and parking areas in the townhome and condominium phases are private, but shall be constructed during the phase they are located in. Developer shall dedicate sufficient property to widen Arrowhead Trail and Mill Road rights-of-way to match appropriate construction standards, as determined by Salem City or Utah County as the case may be, and to complete those improvements during the first phase to which they are adjacent to. The cross-sections shown in the packet of exhibits are conceptual and actual cross-sections will be determined during the preliminary/final plat approval.

**3.2.1.2 Condominium Areas.** The interior parking areas and access thereto shall be private. Developer shall create a home owner's association, or other similar entity, to maintain, repair, and replace such areas. Developer shall grant a public utility easement around the perimeter of the Property and through the Property, as deemed necessary by the City Engineer. City will be responsible for water and sewer main lines. The HOA will be responsible for water and sewer lateral lines.

**3.2.1.3 Amenities.** Developer will provide 22.68 acres of landscaped open space, which includes areas located within park strip planters and trails in the streets rights-of-way, as shown on the concept plan attached hereto as Exhibit B. The patio homes shall be fully landscaped. The general landscape plan is attached as Exhibit D. Landscaping shall comply with the detailed plan included with the final plat approved by Salem City. Complete landscaping, consistent with the approved landscape plan, shall be completed within each phase as shown on the phasing plan, attached as Exhibit C. All landscaping is to include hydro-seed grass or sod with automatic sprinklers and trees and shrubs as shown on the approved landscape plan. In addition to the landscaped open space, Developer will provide 0.84 acres of bird habitat with nesting boxes and 32.18 acres of unimproved open space, much of which is wetlands. The landscaped open space will be dedicated to City. The wetlands open space and bird habitat will be private and owned by Developer or an HOA. A two rail, non-white, vinyl fence (or equivalent approved by the DRC) shall be constructed between the wetlands open space and adjacent lots. The fence shall be constructed with the phase containing the adjacent lots.

Developer will provide two car garages for the townhomes. Developer will further provide an additional 78 parking spaces for residents and guests, which also includes driveways, except for shared driveways. All parking spaces are to have an asphalt surface, except for driveways, which may be asphalt or concrete. The condominiums shall have 96 covered parking spaces under the buildings, which are for private use

by the residents. Developer will further provide an additional 130 uncovered spaces for use by residents and guests. Parking areas will be constructed during the phase in which they are located.

The townhomes will have a full hard surface front on all of the units, such as brick, stucco, hardi-plank, or rock, with pop outs, bay windows, and off-setting rooflines. Shingles are to be architectural grade, asphalt shingles. Townhomes will meet the architectural style shown on Exhibit E.

The condominiums will have a full hard surface front on all of the units, such as brick, stucco, hardi-plank, or rock, with pop outs, and bay windows as shown on Exhibit F. Shingles are to be architectural grade, asphalt shingles. A clubhouse is included with the condominiums with a minimum size of eighty (80) feet by forty (40) feet, and which contains, at a minimum, an indoor pool, restrooms, changing room, and meeting room. The clubhouse and pool elevations are shown on Exhibit P. The clubhouse shall be constructed of the same materials as the condominiums and shall meet the same architectural style. No occupancy permits will be granted in the second condominium building until the clubhouse, tot lot, and landscaping are constructed. The clubhouse, tot lot, and landscaping shall be bonded for with the final plat for the second condominium building.

The patio homes will have a full hard surface front on all of the units, such as brick, stucco, hardi-plank, or rock, with pop outs, bay windows, and other features as shown on Exhibit G. Asphalt shingles are to be architectural grade.

A pavilion will be constructed in Park A as shown on Exhibit H. It shall be forty-four (44) feet by twenty (20) feet and contain mens and womens restrooms. It shall match, in style and materials, the photo shown as Exhibit H. It shall contain a parking lot containing twenty-nine (29) spaces. Due to the initial single family phases being already constructed, it shall be bonded for and constructed with the next phase of single family homes. The pavilion and Park "A" landscaping and improvements shall be bonded for and constructed with the phase of single family homes following construction of the parking lot.

Trails will be constructed throughout the Project, as shown on Exhibit B. The trails leading to and around Parks A, B, and C are to be asphalted and meet the City standard for width and depth of asphalt. Trails within phases shall be constructed with that phase. The trail connecting the two sections of the Project shall be bonded for and constructed with the first phase of patio homes. Trails are to have lighting in the locations approved by City during final plat approval. The trails cross section and lighting standards are shown on Exhibit O.

A large tot lot, of commercial quality (to be approved by the City recreation director) and matching Exhibit I shall be constructed on Park A, adjacent to the pavilion. It shall be bonded for and constructed with the next phase of single family homes following approval of this Agreement. A small tot lot, of commercial quality (to be approved by the City recreation director) and matching Exhibit J shall be constructed on Park B. It shall be bonded for and constructed with Phase D, but no later than the fourth phase of the lettered phases.

Mass grading of Parks B, C, and D shall be completed with the fifth phase of construction following approval of this Agreement, regardless of a numbered or lettered phase and as described in Exhibit C.

Each landscaped open area (Parks A, B, and C) shall be graded, have automatic sprinklers installed, be hydro-seeded, and have a minimum of one park bench located thereon. Locations and types of trees around the perimeter will be determined by the parties with each final plat which contains one of the parks. The park bench shall be of concrete construction (or equivalent substitute as approved by the City recreation director). The bench shall be in close proximity to the trail traversing the areas.

A masonry wall is to be constructed in the location shown on Exhibit C. It will match the style and quality shown on Exhibit K. The wall colors on Arrowhead Trail and Mill Road do not need to match. A vinyl

fence is to be constructed in the location on Exhibit C. It will match the style and quality shown on Exhibit L.

A monument entrance sign will be constructed in the location shown on Exhibit C. It will match the style and quality shown on Exhibit M.

Bridges will be constructed throughout the wetlands in the locations shown on Exhibit C. They will match the style and quality shown on Exhibit N. The guardrails shall be constructed of wrought iron coated with a rust resistant substance.

Other amenities shown on Exhibit C shall be constructed in the sequence shown.

## SECTION IV. GENERAL PROVISIONS

**4.1 Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Future lot owners in the Project are not third party beneficiaries of this Agreement.

**4.2 Transfer of Property.** Developer shall have the right, with City's consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof, except as specifically set forth below. City may not unreasonably withhold its consent to such assignment. Developer shall provide written notice of any proposed or completed assignment or transfer. Unless City objects in writing within thirty (30) days, City shall be deemed to have approved of and consented to the assignment. In the event of an assignment, the transferee shall succeed to all of Developer's rights under this Agreement.

**4.3 No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Salem Park project is a private development; (ii) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship.

**4.4 Consent.** In the event this Agreement provides for consent from City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

**4.5 Legal Challenges.** In the event that any third person challenges this Agreement or the development contemplated herein, Developer agrees to accept responsibility for all legal fees, including attorney's fees, expert witness expenses, and/or court costs incurred by City in defending this Agreement. City shall not be required to make any impact fee reimbursements contemplated herein if the source of impact fee funds for such reimbursements are held invalid, illegal, void, or otherwise unenforceable.

## SECTION V. MISCELLANEOUS

**5.1 Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

**5.2 Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender

shall include the feminine; “shall” is mandatory; “may” is permissive.

**5.3 Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**5.4 Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

**5.5 Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

**5.6 Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned by the Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

**5.7 Governing Law, and Dispute Resolution, and Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**5.8 Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

**5.9 Attorney’s Fees.** If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys’ fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys’ fees shall include, without limitation, costs and attorneys’ fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

**5.10 Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:



If to City to:  
Salem City  
Attn: Mayor  
30 W. 100 S.  
P.O. Box 901  
Salem, Utah 84653

With a copy to:  
S. Junior Baker  
Salem City Attorney  
40 S. Main  
Spanish Fork, Utah 84660

If to J. Lyne Roberts & Sons, Inc. to:  
J. Lyne Roberts & Sons, Inc.  
Attn: Tyler Roberts  
2705 N. 550 E.  
Provo, Ut 84604

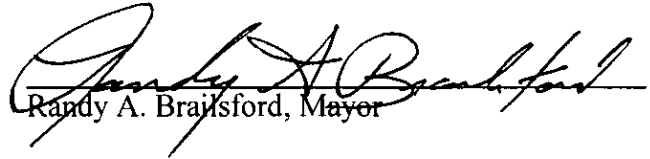
With a copy to:  
Utah Lifestyle Homes, Inc.  
Attn: Jim Whitmore  
143 E. Salem Park Circle  
Salem, Utah 84653

5.11 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

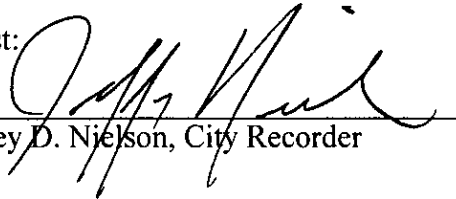
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|-----------|---------------------------------------------------|
| Exhibit A | Legal description and map of the Property         |
| Exhibit B | Overall Concept Plan                              |
| Exhibit C | Phasing Plan                                      |
| Exhibit D | Landscape Plan                                    |
| Exhibit E | Townhome Elevation (rendering/pictures)           |
| Exhibit F | Condominium Elevation (rendering/pictures)        |
| Exhibit G | Patio Home Elevation (rendering/pictures)         |
| Exhibit H | Park Pavilion Elevation (rendering/pictures)      |
| Exhibit I | Large Tot Lot (standards/pictures)                |
| Exhibit J | Small Tot Lot (standards/pictures)                |
| Exhibit K | Masonry Wall Standards and Picture                |
| Exhibit L | Vinyl Fencing Standards and Picture               |
| Exhibit M | Monument Entrance Sign                            |
| Exhibit N | Bridges                                           |
| Exhibit O | Trails Cross-section and Lighting Standards       |
| Exhibit P | Clubhouse and Pool Elevation (rendering/pictures) |
| Exhibit Q | Design Guidelines                                 |

IN WITNESS WHEREOF, this Agreement has been executed by the Developer, by persons duly authorized to execute the same, and by Salem City, acting by and through its City Council, as of the 4<sup>th</sup> day of May, 2016.

SALEM CITY by:

  
Randy A. Brailsford, Mayor

Attest:

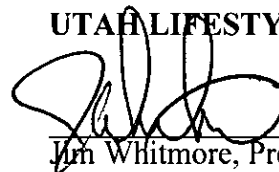
  
Jeffrey D. Nielson, City Recorder

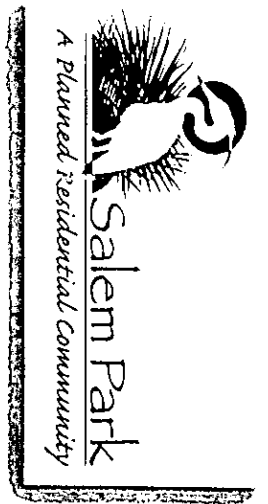


J. LYNE ROBERTS & SONS, Inc. by:

  
Tyler Roberts, ~~President~~ Manager

UTAH LIFESTYLE HOMES, Inc. by:

  
Jim Whitmore, President



# Legal Description

## Exhibit A

BEGINNING AT A POINT IN A FENCE ON THE WEST LINE OF WOODLAND HILLS DRIVE, WHICH POINT LIES SOUTH 89°32'03" WEST 168.86 FEET ALONG THE SECTION LINE AND SOUTH 938.19 FEET FROM THE NORTH 1/4 CORNER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG EXISTING FENCES THE FOLLOWING SIX COURSES TO WIT: (1) SOUTH 89°24'59" WEST 440.90 FEET, (2) SOUTH 88°43'37" WEST 177.54 FEET, (3) SOUTH 89°42'44" WEST 569.48 FEET, (4) SOUTH 89°28'28" WEST 901.87 FEET, (5) SOUTH 89°27'12" WEST 787.49 FEET, (6) NORTH 23°36'44" WEST 35.03 FEET TO THE SOUTHEASTERLY LINE OF ARROWHEAD TRAIL (SEE DEED ENTRY #35400:1976); THENCE SOUTH 55°48'43" WEST 2327.88 FEET ALONG SAID ROAD; THENCE ALONG EXISTING FENCES THE FOLLOWING FIVE COURSES TO WIT: (1) SOUTH 29°21'54" EAST 11.00 FEET, (2) NORTH 89°52'20" EAST 1852.11 FEET, (3) NORTH 89°59'35" EAST 1803.53 FEET, (4) NORTH 89°54'59" EAST 1324.54 FEET, (5) NORTH 1°15'52" WEST 600.45 FEET; THENCE NORTH 9°39'53" WEST 146.21 FEET; THENCE EAST 16.38 FEET; THENCE NORTHEASTERLY 36.64 FEET ALONG THE ARC OF A 203.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°20'26", THE CHORD BEARS NORTH 19°11'42" EAST 36.59 FEET; THENCE NORTH 12°15'37" WEST 70.68 FEET TO THE SOUTHERLY LINE OF WOODLAND HILLS DRIVE; THENCE ALONG SAID STREET THE FOLLOWING TWO COURSES TO WIT: (1) NORTHWESTERLY 218.32 FEET ALONG THE ARC OF A 718.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°25'18", THE CHORD BEARS NORTH 22°16'07" WEST 217.48 FEET, (2) NORTH 13°33'27" WEST 264.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 118.84 ACRES.