



DEVELOPMENT AGREEMENT FOR THE SALEM PARK MASTER PLANNED DEVELOPMENT FIRST ADDENDUM

THIS FIRST ADDENDUM DEVELOPMENT AGREEMENT (the “ Original Agreement”) is entered into as of the 5 day of June, 2019 by and between J. Lyne Roberts & Sons, Inc., Utah Lifestyle Homes, Inc., Georgetown Development, Inc., and Salem Park Condos, LLC as developers (hereinafter, Developer) and Salem City, (hereinafter City), (together, the “Parties”).

RECITALS

A. WHEREAS, Roberts, Utah Lifestyle Homes and City entered into a Development Agreement for the Salem Park Master Planned Development on the 4th day of May, 2016, referred to herein as the Original Agreement. Roberts and Utah Lifestyle Homes have been developing the project since that time; and

B. WHEREAS, Roberts now desires to sell portions of the project related to the townhomes and condominiums; and

C. WHEREAS, Developer 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 , and Brandon Reed of Loftsixfour Landscape Architecture; and

D. WHEREAS, amending the original agreement to clarify the intent of the parties and to include the new developers of the project is desired and beneficial to all of the parties;

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. STATUS QUO

The Original Agreement, unless modified by this addendum shall remain in full force and effect.

SECTION II. AMENITIES AND OTHER IMPROVEMENTS

2.1 Amenities and Other Improvements

2.1.1 Developer Obligations.

The developer obligations set forth in §3.2.1.3 of the Original Agreement with respect to amenities are modified as follows:

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 Revised Exhibit B1. The patio homes shall be fully landscaped. The general landscape plan is attached as Revised Exhibit D. Landscaping shall comply with the detailed plan included with the final plat

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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 Revised 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 dedicated to City upon completion and acceptance of the park amenities. 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 each of the townhomes. Developer will further provide an additional 50 parking spaces for residents and guests. All parking spaces are to have an asphalt surface. The condominiums shall have 96 covered parking spaces, which are for private use by the residents. Developer will further provide an additional 144 uncovered spaces, as shown on Exhibit B2, for use by residents and guests. Parking areas will be constructed during the phase in which they are located. Developer will provide commercial quality playground equipment, as approved by the City Recreation Director. Developer will provide one pavilion, one pergola, one gazebo, and playgrounds as shown in Exhibits R, S, and T, in the locations shown on Revised Exhibit B1, which may be made of durable vinyl. The City will approve the color scheme.

Townhomes will meet the architectural style shown on Revised Exhibit E. They may include 046 thickness, premium vinyl is allowed in earth tone colors and in a variety of vertical, horizontal, and board and batten styles.

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 as shown on Revised Exhibit F, attached hereto. Shingles are to be architectural grade, asphalt shingles. A clubhouse is included with the condominiums with a minimum size of sixty-eight (68) feet by thirty-four (34) feet, including patio areas, with a pavilion, as shown on Revised Exhibit P. The clubhouse must contain, at a minimum, restrooms, a meeting/great room, a theater room, an exercise room, storage room, and grills with picnic tables in the patio areas. The clubhouse elevation is shown on Revised Exhibit P. The clubhouse shall be constructed of the same materials as the condominiums and shall meet the same architectural style. Developer shall budget for commercial quality playground equipment as approved by the City Recreation Director, plus pay for its installation. Developer shall provide a regulation size pickle ball court, as shown on Exhibit U, the surface of which is constructed of reinforced concrete with the rebar on 18 inch centers. All amenities for the condominiums and the townhomes will be bonded for with each of the first phases of the condominiums or townhomes respectively. No occupancy will be granted for phase 2 of the condominiums or plat B-2 of the townhomes individually until all amenities for each are constructed and approved by City. Developer shall have a separate one year construction period for phase 1 of each of the condominiums and townhomes followed by a separate one year warranty period for each. If the amenities are not completed one year after the warranty period ends, or three years after phase 1 construction begins, whichever comes first, the City shall use the bond money to complete the amenities.

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

Park A is completed and will not be modified or addressed by this Addendum.

Trails will be constructed throughout the Project, as shown on Revised Exhibit B. The trails leading to and meet the City standard for width and depth of asphalt. Secondary trails around Park B and C are to be road base. 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.

Park B will be mass graded, including a road-base trail, and landscaped with automatic sprinklers and hydro seed and two park benches in conjunction with Phase 5. The park will be completed or bonded for prior to occupancy of homes in Phase 5. In addition, the mass grading of Park C, including connector trail, lighting, and main bridge will be completed or bonded for prior to occupancy of homes in Phase A-1 of the patio homes.

Park D will be mass graded, including asphalt trail, lighting, and landscaped with automatic sprinklers and hydro-seed. This shall be completed with the sixth phase of construction, regardless of a numbered or lettered phase and as described in Revised Exhibit C.

Each landscaped open area (Parks B, C, and D) 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 Revised Exhibit C. It will match the style and quality shown on Revised 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 of the Original Agreement. It will match the style and quality shown on Revised Exhibit L of the Original Agreement.

Bridges will be constructed throughout the wetlands in the locations shown on Revised Exhibit C. The main bridge between parks A and C will match the style and quality shown on Revised Exhibit N.

Other amenities shown on Revised Exhibit C of the Original Agreement shall be constructed in the sequence shown.

The Design Guidelines shall be revised as shown on Exhibit Q.

SECTION III. ASSIGNMENT and BONDING

3.1 **Assignment.** Developer assigns the townhome portion of the project to Georgetown Development (John Dester) and the condominium portion of the project to Salem Park Condos, LLC (Bryant Christensen). City accepts the assignments. Assignees acknowledge that the City considers the entire project one project. In the event that Georgetown Development and/or Salem Park Condos, LLC do not purchase any portion of the project, their assignment automatically reverts to J. Lyne Roberts & Sons, Inc. In order to guarantee to City that the amenities in the City Park and lineal trail systems

are completed, Roberts will post a cash bond prior to occupancy of the Townhomes or Condominiums. The amount will be determined based on a cost estimate provided by Roberts and approved by City. City may enforce against the bond the obligations of any of the identified amenities if not completed in a timely manner. As amenities are installed, that portion of the bond may be released, provided enough bond money remains in place to secure the completion of the unfinished amenities.

SECTION IV. NOTICES

4.1 **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
1052 N. 250 E.
Provo, Ut 84606

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

If to Georgetown to:
Georgetown Development, Inc.
Attn: John Dester
2230 North University Parkway 7G

If to Salem Park Condos, LLC to:
Salem Park Condos, LLC
Attn: Bryant Christensen
1201 East 1220 North
Orem, Utah 84097

V. EXHIBITS

5.1 **Exhibits.** The following exhibits are incorporated into this Agreement for all purposes:

Revised Exhibit B – Overall Concept
Revised Exhibit C – Phase Plan
Revised Exhibit D – Landscape Plan
Revised Exhibit E – Townhome Elevations
Revised Exhibit F – Condo Elevations
Revised Exhibit G – Patio Homes Elevations
Revised Exhibit K – Masonry Wall
Revised Exhibit L – 3 Rail Fence
Revised Exhibit N - Bridge
Revised Exhibit P – Clubhouse Elevation and Floorplan
Revised Exhibit Q – Design Guideline Changes
Exhibit R – Pavilion
Exhibit S – Playgrounds
Exhibit T – Pergola & Gazebo
Exhibit U – Pickle ball Court
Unrevised Exhibits from the Original Agreement (not attached hereto), as identified herein.

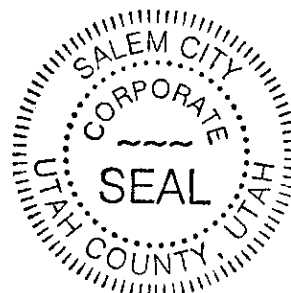
IN WITNESS WHEREOF, this Addendum has been executed by the Developer, by persons duly authorized to execute the same, and by Salem City, acting by and through its City Council, as of the 5 day of June, 2019.

SALEM CITY by:

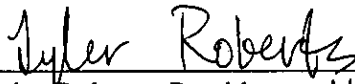

Kurt L Christensen, Mayor

Attest:

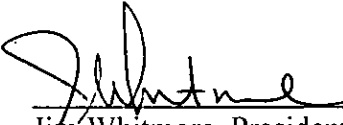

Jeffrey D. Nielson, City Recorder




J. LYNE ROBERTS & SONS, Inc. by:


Tyler Roberts, ~~President~~ Manager

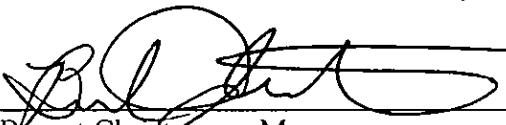
UTAH LIFESTYLE HOMES, Inc. by:


Jim Whitmore, President

GEORGETOWN DEVELOPMENT, INC. By:


John Dester, President

SALEM PARK CONDOS, LLC by:


Bryant Christensen, Manager



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.