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WHEN RECORDED RETURN TO:

COTTONWOOD HEIGHTS
Attn: Paula Melgar, City Recorder
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

14109873 B: 11421 P: 5189 Total Pages: 18
05/25/2023 12:46 PM By: mpalmer Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD HEIGHTS
2277 E BENGAL BLVD COTTONWOOD HEIGHTS, UT 84121



Development Agreement
(Cottonwood Canyon Cove Subdivision)

THIS DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into effective 2 May 2023 by and between **IVORY DEVELOPMENT, LLC**, a Utah limited liability company whose address is 970 East Woodoak Lane, Salt Lake City, UT 84117 ("*Ivory*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*City*"). Ivory and City are hereinafter sometimes referred to individually as a "*Party*" or collectively as the "*Parties*."

RECITALS:

A. The Church of Jesus Christ of Latter-Day Saints ("*Owner*") owns fee simple title to two parcels of real property (the "*Property*") totaling about 6.17 acres that is located near 3625 East 7650 South within City's boundaries and includes tax parcel nos. 22-25-352-031-0000 (containing about 3.00 acres) and 22-25-352-033-0000 (containing about 3.17 acres). The legal description of the Property is set forth on Exhibit "A" annexed hereto.

B. Owner has agreed to sell and convey the Property to the Parties, with (1) City purchasing approximately 1.87 acres (the "*City Parcel*") for use as a public park (the "*Park*"), and (2) Ivory purchasing the remaining approximately 3.83 acres (the "*Ivory Parcel*"), which abuts the City Parcel on its Easterly and Westerly sides, for use as a 13-lot planned unit development residential subdivision to be known as the "Cottonwood Canyon Cove Subdivision" (the "*Subdivision*"). In this Agreement, the Park and the Subdivision are, collectively, the "*Project*."

C. On 4 January 2023 City's planning commission (the "*Planning Commission*") approved (the "*CUP*") the Subdivision as shown on the site plan that is attached hereto as Exhibit "B" (the "*Site Plan*").

D. On 25 January 2023 and 26 January 2023, respectively, City's Parks, Trails & Open Space Committee ("*PTOS*") and its Architectural Review Commission ("*ARC*") reviewed and approved the preliminary design of the Project as shown on the Site Plan, subject to certain modifications and conditions which are detailed on attached Exhibit "C" (the "*Conditions*").

E. The Parties desire to cooperatively proceed with the development of their respective portions of the Property. The intent of this Agreement is to facilitate such development of the Project in accordance with City's code of ordinances ("*Code*"), the CUP (as to the Ivory Parcel), the Conditions (as to the City Parcel), and the other uses and development standards specified in this Agreement in order to provide for a creative development with unique and unusual characteristics for the benefit of the Parties.

F. City, acting pursuant to its authority under the Municipal Land Use, Development, and Management Act, UTAH CODE ANN. §§ 10-9a-101, *et seq.* (“LUDMA”), has made certain determinations with respect to the Property and the proposed development project, and, in the exercise of its discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

A G R E E M E N T:

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

1. **Incorporation of Recitals; Entire Agreement.** The above recitals and the exhibits referenced in this Agreement are hereby incorporated by reference as part of this Agreement. This Agreement integrates and constitutes all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to such subject matter.

2. **Conditions Precedent.** This Agreement is contingent upon and shall only become effective at such time as, and in the event that:

2.1 **Acquisition of Property.** City acquires the City Parcel from Owner, and Ivory acquires fee title to the Ivory Parcel from Owner, on mutually-agreeable terms and conditions.

2.2 **City Council Approval.** City’s city council (the “*Council*”) approves City’s entry into this Agreement following any legally-required recommendation of the Planning Commission. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of discretion by the Council in deciding whether to approve or deny the City’s entry into this Agreement. Further, if any City approval(s) of the Site Plan, the CUP and/or this Agreement subsequently are revoked by any means other than legally permissible action by the Planning Commission and/or the Council, as applicable, then City’s prior approvals of the Site Plan, the CUP and this Agreement shall be deemed void from inception.

3. **Development Standards.** The Project also is subject to the following site-specific development standards:

3.1. **Subdivision.** The uses, development standards and other regulations applicable to the Subdivision to be constructed on the Ivory Parcel shall be in accordance with the Site Plan, this Agreement (including the Conditions referenced herein), and the other City-approved development plans and specifications (the “*Subdivision Plan*”). The Subdivision Plan shall depict the locations, dimensions and other appropriate development attributes of the proposed Subdivision. If required by the Code or other applicable standards, more detailed and specific plans for the Subdivision shall be submitted for approval before any actual construction may begin on any portion of the Subdivision. Actual development of the Subdivision may deviate or vary slightly or in ways that (subject to Code compliance) City deems irrelevant to what is depicted on the Subdivision Plan or which represent logical development of the details depicted on the Subdivision Plan, provided that:

3.1.1. Code Compliance. City reserves the right to require modifications of the Subdivision Plan as reasonably necessary to assure Code compliance.

3.1.2. Minor Modifications. Ivory irrevocably waives any right to seek, through a conditional use or other administrative (non-legislative) process to materially modify any attributes of the Subdivision as shown on the Subdivision Plan. If, alternatively, Ivory desires to seek minor modifications to the Subdivision Plan which City determines do not materially change any locational, dimensional or other material development attributes of the Subdivision, then Ivory shall submit a detailed request to City's community development director (the "Director"), who may (a) administratively approve minor modifications to the Subdivision Plan under the foregoing standards, or (b) request Planning Commission review and approval of such matters.

3.1.3. Appeals. Any decision approving or denying a request for a minor modification to the Subdivision Plan under Section 3.1.2 is an administrative decision that may be appealed to City's appeal authority as provided in the Code.

3.2. Park. The Park shall be constructed on the City Parcel by Ivory, at Ivory's cost, during Ivory's development of the surrounding Subdivision, provided that the improvements necessary to create the Park shall be completed to the City's reasonable satisfaction within 24 months following the Preconstruction Meeting for Phase 1 of Ivory's subdivision development (Phase 1 consists of the development of lots 101-104 of the approved Subdivision, or 36 months following the execution date of this Agreement, whichever comes first. Improvement of the City Parcel to create the Park shall be in accordance with the Site Plan (modified to comply with the Conditions), this Agreement, and the other City-approved development plans and specifications (collectively, the "Park Plan"). The Park Plan shall depict the locations, dimensions, surfaces, landscaping, lighting and irrigation systems, and other amenities and attributes of the Park. The Park Plan also shall incorporate re-use of the existing pavilion on the Property, which shall be protected and preserved during Ivory's construction process. Ivory shall repair any damage caused to the Pavilion during construction to a state that is reasonably satisfactory to the City. Prior to construction, the City will complete a preliminary inspection of the pavilion to establish its existing condition, and a copy of such inspection report will be provided to Ivory. The Parties shall cooperatively finalize the Park Plan within 30 days after Closing and such plan thereupon shall be appended to this Agreement as Exhibit "D."

In this Agreement, the Subdivision Plan and the Park Plan are, collectively, the "Plans."

4. Approval Process for Development Applications. City shall process applications for development of the Project in accordance with the Code. Nothing in this Agreement shall be deemed to relieve Ivory of the obligation to comply with all the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.

5. Public Dedication and Infrastructure Requirements. Ivory shall, without compensation, as reasonably required by City in connection with approval and development of the Project, timely (a) publicly dedicate any of the Ivory Parcel abutting adjoining public roadways for road widening purposes, as the same is ultimately determined (as to size and location) by City in accordance with applicable City standards, and (b) construct any utilities access or other public

infrastructure on the Project included in the Plans. Ivory irrevocably waives any right to challenge such public dedication and infrastructure requirements as impermissible development exactions by City pursuant to UTAH CODE ANN. 10-9a-508 or other applicable law. City likewise shall, without compensation, publicly dedicate any of the City Parcel abutting adjoining public roadways for road widening purposes as the same is ultimately determined (as to size or location) by City in accordance with applicable City standards.

6. **Payment of Fees.**

6.1. *Development Application and Review Fees.* Ivory shall pay to City all fees imposed by City (including, without limitation, application fees, impact fees and connection fees) for review and approval of development of any and all phases of the Subdivision in the amounts set forth in City's Consolidated Fee Schedule from time to time. City shall waive its fees for review and approval of Ivory's development and construction of the Park.

6.2. *Other Fees.* City may charge other fees in existence from time to time during development of the Subdivision, including, without limitation, standard building permit review and inspection fees for improvements to be constructed on the Ivory Parcel, and impact fees, that are generally applicable to other developments within City.

6.3. *Reservation of Right to Challenge Impact Fees.* Notwithstanding any provision of this Agreement, Ivory does not waive the right under any applicable law to challenge the reasonableness or legality of the amount or imposition of any of City's impact fees.

7. **Vested Rights.**

7.1. *Vested Rights.* Ivory shall have the vested right to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the CUP, the Plans, and applicable provisions of the Code. The CUP is, however, subject to revocation as provided in Code Chapter 19.84 if no substantial construction of approved Subdivision improvements has been begun on the Ivory Parcel within three years from the date of this Agreement plus any period of force majeure. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 8.2 below.

7.2. *Reserved Legislative Powers.* The Parties acknowledge that 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 City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Ivory shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its

applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. **Third Party Service Providers.** City will only be the service provider of the public roads and storm drainage facilities to service the Project. Ivory shall be responsible to construct all private improvements (including private roadway and other infrastructure) on the Project, and to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers (including Rocky Mountain Power, Dominion Energy and the Cottonwood Improvement District) that are necessary to service any portion of the Project. City shall reasonably cooperate, as necessary, in seeking approval and permits from such third-party service providers and shall pay any fees due to such providers for their utility services to the Park.

9. **Term of Agreement.** The term of this Agreement (the “*Term*”) shall be for a period of 20 years following the effective date specified above, unless it is terminated earlier or its Term is modified by written amendment to this Agreement; provided that this Agreement shall continue to be effective perpetually as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement.

10. **Assignment.** Subject to Section 12 below, Ivory may not assign its rights or delegate its duties under this Agreement to any third party without City’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such assignment shall relieve Ivory from the obligation to assure the full and timely payment and performance of all of its duties under this Agreement.

11. **Default.**

11.1. **Notice.** If a Party fails to timely perform its obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide written notice (a “*Notice of Default*”) to the defaulting Party as provided herein.

11.2. **Contents of the Notice of Default.** The Notice of Default shall:

11.2.1. **Claim of Default.** Specify the claimed event of default;

11.2.2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

11.2.3. **Specify Materiality.** Identify why the default is claimed to be material; and

11.2.4. **Optional Proposed Cure.** In connection with an alleged default by Ivory, a Notice of Default from City may also propose a method and time for Ivory to cure the default.

11.3. **Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties shall have the following remedies:

11.4.1. Legal Remedies. The rights and remedies available at law and in equity including, without limitation, injunctive relief, specific performance and termination, but not including compensatory damages, punitive damages or attorney's fees.

11.4.2. Enforcement of Security. City shall have the right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

11.4.3. Withholding Further Development Approvals. City shall have the right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Property.

11.5. Public Meeting. Before any remedy in Section 11.4 may be imposed by City, the party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.

11.6. Emergency Defaults. Anything in this Agreement notwithstanding, if the Planning Commission finds on the record that a default materially impairs a compelling, countervailing interest of City and that any delays in imposing such a default would also impair a compelling, countervailing interest of City, then City may impose the remedies of Section 11.4 without meeting the requirements of Section 11.5. City shall give written notice to the defaulting party of any public meeting at which an emergency default is to be considered and the defaulting party may address the Council at that meeting regarding the claimed emergency default.

11.7. Extended Cure Period. Any applicable cure period may be extended as needed by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

11.8. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11.9. Waiver of Jury Trial. **Each of the Parties hereby irrevocably waives, to the fullest extent possible under applicable law, the right to request or obtain a trial by jury in connection with any lawsuit between the Parties arising from or related to this Agreement.**

12. Covenants Run with Land; Recording. This Agreement shall (a) create an equitable servitude on the Property in favor of City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Ivory, City and their respective successors and assigns. City may record this Agreement in the office of the Salt Lake County Recorder so long as City records a termination of this Agreement contemporaneously with any termination of this Agreement due to failure of a condition precedent under Section 2, above.

14. **General Provisions.** The following provisions are also integral parts of this Agreement:

14.1. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

14.2. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

14.3. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

14.4. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

14.5. **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

14.6. **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

14.7. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

14.8. **Time of Essence.** Time is the essence of this Agreement.

14.9. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

14.10 **Notice.** Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above. Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Subsection.

14.11. **Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, communication line failures, power surges or failures, earthquakes, unseasonably severe weather conditions, or any other disasters or unusual and reasonably unforeseeable events beyond the reasonable control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance. Force majeure events exclude, however, those arising from the financial condition of Ivory or its successors.

14.12. Non-Liability of City Officials or Employees. No officer, representative, agent, or employee of City shall be personally liable to Ivory, or any owner, officer, representative, agent, employee, successor-in-interest or assignee of Ivory, in the event of any default or breach by City or for any amount which may become due to Ivory or such related parties of Ivory for any obligation arising pursuant to this Agreement.

14.13. No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to City, Ivory and their permitted successors and assigns. City and Ivory, and their permitted successors and assigns, alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

14.14. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution and delivery of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

14.15. Public Information. The Parties acknowledge that this Agreement and all documents and instruments related to this Agreement will be public records as provided in the Utah Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*

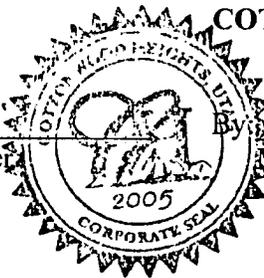
DATED effective the date first-above written.

CITY:

ATTEST:

By


Paula Melgar, Recorder

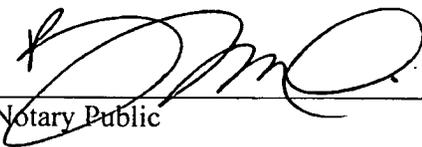


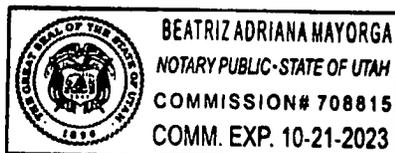
COTTONWOOD HEIGHTS, a Utah municipality


Michael T. Weichers, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On 2 May 2023, personally appeared before me **Michael T. Weichers** and **Paula Melgar**, who duly acknowledged to me that they executed the foregoing document as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a Utah municipality.


Notary Public



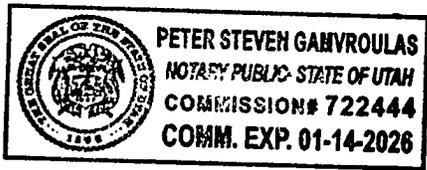
IVORY:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By: *Kevin Anglesey* Manager
Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On 2nd MAY 2023, personally appeared before me KEVIN ANGLESEY, who
duly acknowledged to me that he executed the foregoing document as the manager of **IVORY
DEVELOPMENT, LLC**, an Utah limited liability company.



[Signature]
Notary Public

Exhibit "A" to
Development Agreement

LEGAL DESCRIPTION OF THE PROPERTY:

(Insert or attach legal description)

**LEGAL DESCRIPTION
PREPARED FOR IVORY DEVELOPMENT
COTTONWOOD CANYON COVE
COTTONWOOD CITY, UTAH**

March 9, 2023
21-0556
(JDL REV. BY JPW)

IVORY PARK DESCRIPTION

A part of the Southwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Cottonwood Heights, Utah, being more particularly described as follows:

Beginning at a point on the southeasterly right-of-way line of 3635 East Street as established by BRIGHTON POINT No. 3 Subdivision according to the official plat thereof, recorded as Entry No. 2494728 in Book MM at Page 74 in the office of the Salt Lake County Recorder, said point being located N00°03'40"W 1366.90 feet along the Section line and N89°56'20"E 956.16 feet from the Southwest Corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence along said right-of-way line N34°00'00"E 73.17 feet to a southeasterly corner of OAKVIEW ESTATES No. 5 Subdivision, according to the official plat thereof, recorded as Entry No. 2614857 in Book 74-4 at Page 66 in the office of the Salt Lake County Recorder; thence along said plat S82°36'50"E 193.63 feet to and along the southerly line of BRIGHTON POINT SUBDIVISION No. 4, according to the official plat thereof, recorded as Entry No. 2534853 in Book NN at Page 83 in the office of the Salt Lake County Recorder; thence S27°56'13"E 335.01 feet; thence S49°45'35"E 43.79 feet; thence S40°14'25"W 60.10 feet; thence Southwesterly along the arc of a curve to the right having a radius of 20.00 feet a distance of 11.97 feet through a central angle of 34°18'11" Chord: S57°23'30"W 11.80 feet to a point on the northeasterly right-of-way line of 7650 South Street; thence along said right-of-way line the following two (2) courses: (1) N63°10'02"W 201.36 feet; thence (2) along the arc of a curve to the left with a radius of 70.00 feet a distance of 68.89 feet through a central angle of 56°23'28" Chord: S88°38'14"W 66.15 feet; thence N29°33'30"W 151.37 feet; thence N34°00'00"E 69.03 feet; thence N56°00'00"W 111.79 feet to the point of beginning.

Contains:1.87 ACRES +/-

Exhibit "B" to Development Agreement

(Attach Copy of Approved Site Showing Project
with Lot Lines, Building Envelopes, Roads, Etc.)

Exhibit "C" to
Development Agreement

(Attach Copy of ARC Certificate of
Design Compliance of 26 January 2023)



ARCHITECTURE REVIEW COMMISSION (ARC) CERTIFICATE OF DESIGN COMPLIANCE

Cottonwood Canyon Cove Planned Unit Development / 3625 E Doverhill Drive / Project SUB-22-005

The ARC reviewed the above-referenced project at its meeting on January 26, 2023. In accordance with the Planned Unit Development requirements found in Cottonwood Heights Municipal Code chapter 19.78, the ARC has granted approval of a Certificate of Design Compliance for the planned unit development at 3625 E Doverhill Drive, with the following conditions:

1. Lots 105-109 should be graded with the minimum amount of fill possible that still achieves site functionality.
2. Retaining wall tiers should be designed with planting beds between the levels.
3. Access along Street B should be extended to improve pedestrian connectivity to the park.
 - a. Add a sidewalk which extends access along Street B into the park, westward.
 - b. Provide an easement which allows for future pedestrian access to Wasatch Blvd., eastward, while still allowing Lot 109's owners to landscape their front yard.
4. Minimize the crowding between homes on lots 110, 111, and 112 by articulating buildings to maximize the sites in different directions.
5. Animate the park by closing the walking loop internally within the park.
6. Augment the playground with more amenities for young children, including swings and "tot lot" equipment.
 - a. Sink the playground equipment into the grade to match that of the pavilion. **Contact Scott Peters, ARC Chair, with questions.**
7. Reduce neighborhood bifurcation by eliminating dedicated parking spaces, in favor of on-street parking instead.
 - a. If off-street parking is required, minimize the number of stalls on Doverhill Drive to provide clearer visibility into the park.

- b. Improve the pedestrian access from Doverhill into the park area by making the walking path more clear and easily accessed.
-
- 8. Minimize the slope of the retention basin to keep it as shallow as possible.
 - a. Contour the shape to make this space feel more natural rather than crater-like.
 - b. Maximize the amount of retention safely done on lots to limit the amount needed in the pond.
 - c. Provide a greater buffer between the pavilion and the pond, so that pavilion users aren't tipping right into the pond.
 - d. Loop the walking path around the pavilion.
 - e. Landscape the pond in sod to encourage use.
 - 9. Add seating and shade trees around the playground, which provide direct shade to the equipment.
 - 10. Maintain lighting to the pavilion, if feasible.
 - a. Articulate required street lighting to benefit the park.
 - 11. Include 1-2 pet waste stations along the walking loop.
 - 12. Utilize low-water species that are also pollinator-friendly in landscaping.

Upon satisfaction of the conditions above, which can be completed as part of the final approval process for the subdivision, the Certificate of Design Compliance will be considered approved and issued.

Sincerely,



Mike Johnson
Community & Economic Development Director
Cottonwood Heights

Exhibit "D" to
Development Agreement

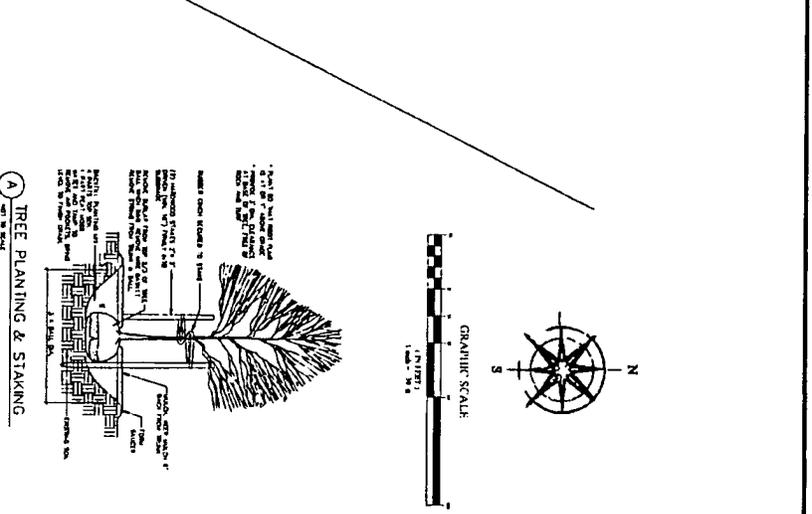
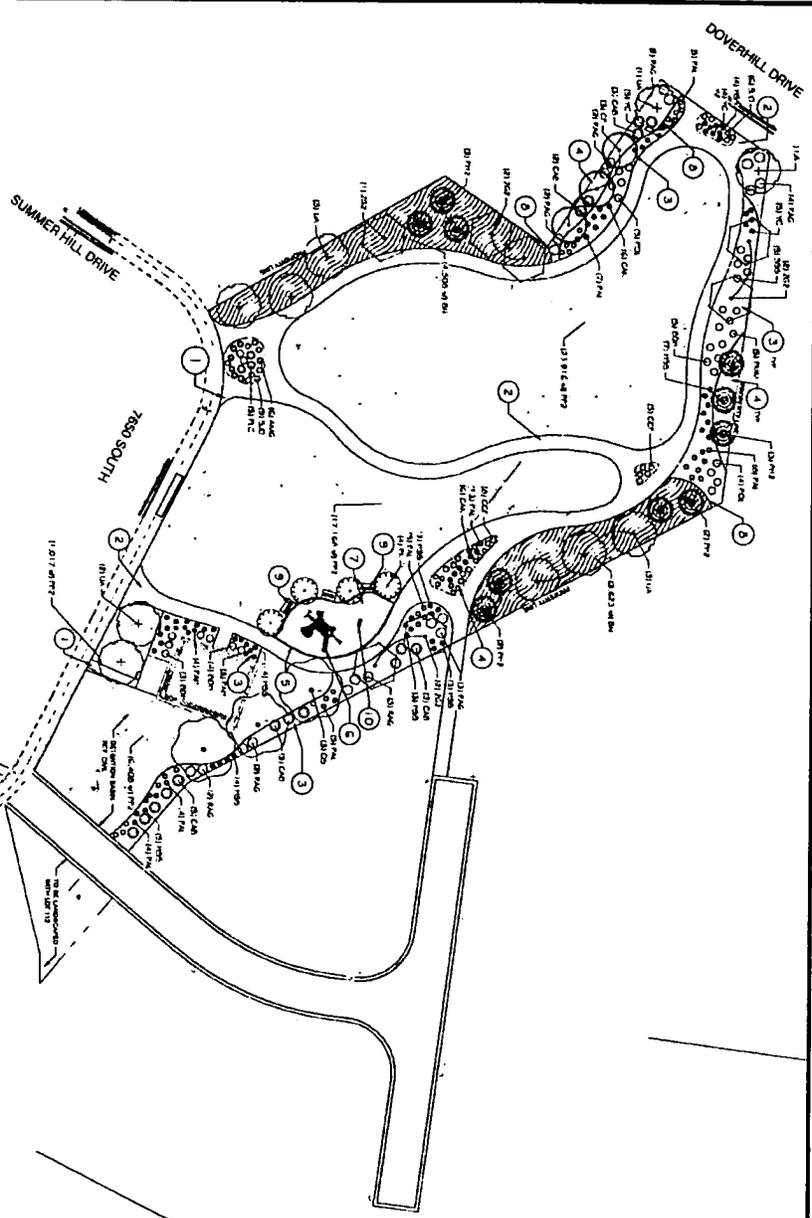
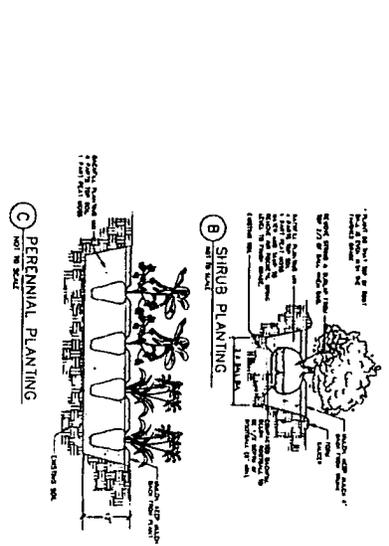
(Attach Copy of Final Park Plan)

PLANT SCHEDULE

SYMBOL	PLANT NAME	QUANTITY	NOTES
1	10	...
2	10	...
3	10	...
4	10	...
5	10	...
6	10	...
7	10	...
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45	10	...
46	10	...
47	10	...
48	10	...
49	10	...
50	10	...

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	SCALE
1	1:100
2	1:100
3	1:100
4	1:100
5	1:100
6	1:100
7	1:100
8	1:100
9	1:100
10	1:100
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49	1:100
50	1:100



<p>LANDSCAPE PLAN</p> <p>1:1</p>	<p>COTTONWOOD CANYON COVE COTTONWOOD HEIGHTS, SALT LAKE COUNTY, UTAH LANDSCAPE PLAN</p>	<p>FOR REVIEW ONLY</p>	<p>FOCUS ENGINEERING AND SURVEYING, LLC 200 S. HIGH STREET SUITE 200 SALT LAKE CITY, UT 84111 (801) 467-1111</p>
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