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**When recorded, return to:**

Centerville City  
Attn: City Recorder  
250 North Main Street  
Centerville, Utah 84014

**DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE  
CITY AND UINTA DEVELOPMENT, LC FOR  
THE PINEAE VILLAGE (PDO)**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of the 6<sup>th</sup> day of March, 2006, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"), and **UINTA DEVELOPMENT, LC**, a Utah limited liability company ("Developer").

**RECITALS:**

A. Developer owns approximately thirty (30) acres of real property located at approximately 675 North Main Street in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").

B. Developer desires to subdivide and develop the Property as a planned residential development consisting of forty-nine (49) single-family dwelling units, ninety-four (94) town home units, and eighty-four (84) condominium units with integrated open space and related amenities in accordance with applicable City Ordinances and as more particularly provided herein (the "Planned Development").

C. Pursuant to City Ordinances, Developer has submitted to the City applications for conditional use permit, subdivision, rezone and site plan approval for development of the Property and the Planned Development.

D. Subject to various conditions of approval, the City has approved the rezoning of the property from Agricultural Low (A-L) and Agricultural Medium (A-M) to Residential Low (R-L) and Residential High (R-H) with an associated Planned

Development Overlay (PDO) zoning. The approved zoning for the Property is more particularly indicated and represented on **Exhibit B**, attached hereto and incorporated herein by this reference.

E. Subject to various conditions of approval, the City has approved a conditional use permit for the Property (exclusive of Lot 1) providing for an increased overall maximum approved density for the Property and the Planned Development of 8.57 units per acre ("Conditional Use Permit"). A copy of the approved Conditional Use Permit is attached as **Exhibit C**, and incorporated herein by this reference.

F. Subject to various conditions of approval, the City has approved an overall Master Site Plan for the Planned Development ("Master Site Plan"). The approved Master Site Plan is attached hereto as **Exhibit D**, and incorporated herein by this reference.

G. Subject to various conditions of approval, the City has approved an overall Preliminary Subdivision Plat for the subdivision of the Property ("Preliminary Plat"). The approved Preliminary Plat is attached hereto as **Exhibit E**, and incorporated herein by this reference.

H. All approvals for development of the Property and the Planned Development are subject to specific conditions of approval. This Agreement includes various conditions and requirements which must be satisfied by Developer in the development of the Property and the Planned Development. Except as otherwise specifically provided herein, both the Property and the Planned Development are subject to and shall conform with this Agreement as well as all ordinances, rules and regulations adopted by the City, including but not limited to the provisions of the City General Plan, Zoning Ordinance, Subdivision Ordinance, and all other applicable ordinances, standards, specifications, fees, regulations and codes, collectively referred herein to as the "City Ordinances."

I. The purpose of this Agreement is to reduce to writing the respective agreements and understandings of the parties regarding the development of the Property in conformance with the City Ordinances and the specific approvals granted by the City for the Property and the Planned Development. The City and Developer, as well as any permitted successors and assigns as more particularly defined herein, agree to be bound by the terms and conditions of this Agreement as more particularly set forth herein. Any person or entity hereinafter developing the Property or any portion thereof shall comply with the terms of this Agreement.

**AGREEMENT:**

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Property Development.** The Property and the Planned Development shall be developed in strict accordance with the terms and conditions of this Agreement and the City Ordinances. All development and use of the Property shall be subject to and shall comply with the terms and conditions of the Conditional Use Permit, the Master Site Plan, the Preliminary Plat, and the Planned Development Overlay Zone requirements. In accordance with the terms and findings of the Planned Development Overlay Zone, the Property shall be developed as one integrated land use rather than as an aggregation of individual and unrelated buildings and uses. In addition, in accordance with the Planned Development Overlay Zone requirements, the Planned Development shall implement the goals of the City General Plan, have an overall architectural design theme, and allow a variety of uses to be established in a mutually compatible manner. No additional property may be added to the Property or the Planned Development described herein for the purposes of this Agreement except by written amendment to this Agreement approved and executed by the parties.

3. **Property Density.** In accordance with the Conditional Use Permit, and subject to all terms and conditions of Master Site Plan and Preliminary Plat approval, the Property and the Planned Development may be developed at a maximum density not to exceed 8.57 units per acre. Notwithstanding the foregoing, in accordance with applicable provisions of the Centerville City General Plan, development of the Property shall provide for appropriate land use transitioning between adjacent properties and uses surrounding the Planned Development. The density within the Planned Development shall provide for appropriate transitioning within the Planned Development and to adjacent properties. In addition, in accordance with Planned Development Overlay Zone provisions, as a condition of density bonus approval, the development of the Property must provide superior site design and increased amenities which ameliorate the potential impact of the increased density.

4. **Residential Use Types.** The Property shall be developed with three (3) residential use types as shown on the Master Site Plan and Preliminary Plat consisting of single-family dwellings, town homes, and condominium units.

a. **Single-Family Dwellings.** The Planned Development has been approved for a maximum of forty-nine (49) single-family dwelling units (also

referred to as "Patio Homes"). The single-family dwelling units and lots shall be developed on the eastern portion of the Property as more particularly designated on the Master Site Plan and Preliminary Plat attached hereto.

b. **Town Homes.** The Planned Development has been approved for a maximum of ninety-four (94) town home dwelling units (also referred to as "Town Houses"). The town home units and buildings shall be developed on the northwestern portion of the Property as more particularly designated on the Master Site Plan and Preliminary Plat attached hereto.

c. **Condominiums.** The Planned Development has been approved for a maximum of eighty-four (84) condominium dwelling units (referred to as "Condominiums"). The condominium units and buildings shall be developed on the southwestern portion of the Property as more particularly designated on the Master Site Plan and Preliminary Plat attached hereto.

5. **Entry Monuments and Pedestrian Features.** Developer shall provide and install the entry monuments and pedestrian features for the Planned Development in accordance with and as more particularly described in **Exhibit F**, attached hereto and incorporated herein by this reference, and the Master Site Plan as set forth in **Exhibit D**. Entry monuments and pedestrian features shall be installed and constructed with the applicable phase of the development in which the proposed monuments and features are located and shall be completed prior to issuance of any certificate of occupancy within such phase.

6. **Fencing.** Developer shall provide and install perimeter and internal fencing for the entire Planned Development in accordance with and as more particularly described in the Fencing Plan as set forth in **Exhibit G**, attached hereto and incorporated herein by this reference. Perimeter fencing shall be installed and constructed with the applicable phase of the development in which such fencing is located and shall be completed prior to issuance of any certificate of occupancy within such phase. Internal fencing for individual units shall be installed and constructed with the applicable unit and shall be completed prior to issuance of a certificate of occupancy for such unit.

7. **Perimeter Buffering.** Structures within the Planned Development shall be situated so as to maintain a minimum setback from any perimeter property line equivalent to the front yard setback of the applicable Zone of the Property. When a lot within the Planned Development adjoins adjacent land used for a single-family dwelling, a thirty (30) foot landscape buffer shall be provided within the Planned Development.

8. **Sidewalk and Pedestrian Pathways.** Developer shall provide within the Planned Development a network of sidewalk and pedestrian paths that interconnect all

three types of housing units and also leads to the main open space area. Such sidewalks and pathways shall be provided as more particularly shown on the Master Site Plan and Preliminary Plat attached hereto. Developer shall also provide and install any public trails required as part of final subdivision plat or final site plan approval. All sidewalks, pedestrian pathways and trails shall be installed and constructed with the applicable phase of the development in which such improvements are located and shall be completed prior to issuance of any certificate of occupancy within such phase. All pedestrian pathways within the Planned Development shall be a minimum of five (5) feet in width and all public sidewalks shall be a minimum of four (4) feet in width.

9. **Architectural Guidelines.** The Planned Development has been approved with an architectural theme, minimum building design elements, site features, and permitted building materials and colors as more particularly set forth in the Planned Development Building Elevations and Features as attached hereto in **Exhibit H**. All development, buildings, construction and uses within the Planned Development shall comply with the Planned Development Building Elevations and Features. The approved Building Elevations and Features may be amended in accordance with applicable City Ordinance and as an amendment to this Agreement. All buildings within the Planned Development shall be architecturally compatible and in accordance with the overall design theme approved for the Planned Development. All mechanical equipment within the Planned Development shall be screened from view. Dumpster enclosures shall only be allowed in locations specifically designated on the Master Site Plan and any other approved final site plan. An architectural control committee shall be created and required in accordance with provisions of Section 12-41-110 of the City Ordinances and as more particularly required in Section 12 of this Agreement regarding Restrictive Covenants.

10. **Landscaping, Common Areas and Amenities.** All landscaping, common areas and amenities shall be provided by the Developer in accordance with the Planned Development Landscaping Plan, attached hereto and incorporated herein by this reference as **Exhibit I**, and the Planned Development Common Areas and Amenities Plan, attached hereto and incorporated herein by this reference as **Exhibit J**. All landscaping, common areas and amenities shall be constructed and installed with the applicable phase of the development in which such landscaping, common area and amenities are located and shall be completed prior to issuance of any certificate of occupancy within such phase. All landscaping, common areas and amenities shall be maintained in accordance with the provisions set forth herein and the requirements and specifications of the Planned Development Landscaping Plan and Common Areas and Amenities Plan. In accordance with City Ordinances, Developer is required to provide adequate guarantees for the protection of the Common Areas from future development. Pursuant to Section 12-41-110 of the Centerville City Zoning Ordinance, Developer proposes to have the landscaping, common areas and amenities owned by homeowners' associations. Developer shall prepare and record ownership association

documents and restrictive covenants in accordance with applicable provisions of Section 12-41-110 regarding the maintenance and protection of common areas and amenities. Such association documents and covenants shall be in a form acceptable to the City and shall be prepared and submitted to the City for review with application for final subdivision plat approval and shall be recorded against the Property prior to or concurrent with recording of the final subdivision plat.

11. **Home Owners' Associations.** Developer shall create a homeowners' association for each of the various housing types; i.e. Patio Homes; Town Homes; and Condominiums. Such homeowners' associations shall be required to remain in existence for the maintenance of landscaping, common areas and amenities as more particularly discussed in Section 10. Each homeowners' association shall also participate in a master homeowners' association responsible for maintaining the central open space and amenities as more particularly delineated in the approved Landscaping Plan and Common Areas and Amenities Plan.

12. **Restrictive Covenants.** A declaration of building use restrictions shall be required for the Planned Development and each phase thereof in accordance with Centerville City Zoning Ordinance Section 12-41-110. Such restrictive covenants shall be in a form acceptable to the City and shall be prepared and recorded against the Property prior to or concurrent with final subdivision plat approval. The restrictive covenants for the Planned Development shall provide all covenant requirements set forth in this Agreement and shall provide for an architectural control committee as provided in Section 12-41-110.

13. **Street Lighting.** All street lighting within the Planned Development shall comply with City Ordinances and the Planned Development Street Lighting Plan as set forth in **Exhibit K**, attached hereto and incorporated herein by this reference. All street lighting within the Planned Development shall be directed downward and shall be directed in such a manner as to prevent light spillage onto adjacent properties. All street lighting shall be installed and constructed with the applicable phase of the development in which such lighting is located and shall be completed prior to issuance of any certificate of occupancy within such phase.

14. **Streets and Roadways.** All streets, as defined by the City, within the Planned Development shall be dedicated public streets constructed in accordance with City standards. Developer shall provide and develop the Property with the streets and roadway networks as shown on the Master Site Plan, Preliminary Plat, and the Drive Aisle and Driveway Dimension Plan attached hereto as **Exhibit L**, incorporated herein by this reference. Street and other public improvements shall be constructed and installed by Developer in accordance with City Ordinances and the approved Phasing Plan for the Planned Development. Developer shall bond and warrant all public improvements in accordance with City Ordinances. All street, roadway, drives and drive

aisles shall comply with the recommendations of the Traffic Study submitted for the Planned Development and all requirements of the City Engineer in accordance with City Ordinance and approved construction drawings. All streets and drive aisles shall be installed and constructed with the applicable phase of the development in which such improvements are located and shall be completed prior to issuance of any building permit within such phase in accordance with City Ordinances.

15. **Traffic Mitigation Contribution.** Developer shall contribute its fair share to the future needed improvements to the intersection of Main Street and Parrish Lane and the intersection of 400 West and Parrish Lane. Developer's fair share contribution is more particularly set forth in **Exhibit M**, attached hereto and incorporated herein by this reference, and is based on the traffic study and analysis submitted for the proposed Planned Development as reviewed and approved by the City. Developer's fair share contribution shall be paid upon the following, whichever occurs first: (1) eighteen months from the date of final plat approval for Phase 1; (2) upon commencement of final warranty period for public improvements for Phase 1; or (3) upon receipt of written demand by the City that the funds are needed.

16. **Parking.** The restrictive covenants for the Planned Development shall restrict and prohibit recreational vehicle parking within the Planned Development.

17. **Snow Storage.** Developer shall provide for adequate snow storage within the Planned Development, including, but not limited to snow storage easements where deemed necessary and private snow removal services for private and common areas.

18. **Setbacks and Development Standards.** Development of the Planned Development shall comply with the Setback and Development Standards set forth in **Exhibit N**, attached hereto and incorporated herein by this reference.

19. **Storm Drainage and Erosion Control.** Development of the Planned Development shall comply with storm drainage and engineering provisions of City Ordinances and the approved engineering requirements for the Property, including, but not limited to, detention facilities, erosion control, and utility services. Erosion control measures shall be utilized during all stages of remediation and construction in accordance with City Ordinances and State standards and regulations regarding the same. All storm drainage facilities shall comply with applicable City Ordinances. Developer shall comply with all flood control regulations and permit requirements of Davis County.

20. **Phasing.** Development of the Property and the Planned Development may be developed in phases as more particularly provided herein ("Phasing Plan"). Phasing of the development of the Property and the Planned Development shall take into account the orderly development of the Property, coordination in connection with

the installation of infrastructure improvements, traffic circulation patterns, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and the provision of open space at various intervals of development. Developer is required to develop all proposed phases of the Planned Development. Notwithstanding the foregoing, each phase must be developed in such a way as to provide all street, utility, and public improvements necessary for the particular phase to stand on its own, with or without future phase development. A visual map of the phases of the Property is more particularly set forth in **Exhibit O**, attached hereto and incorporated herein by this reference.

a. Phase 1. Phase 1 shall include the platting and development of the forty-nine (49) single-family dwelling units and lots as more particularly shown on the Phasing Plan, Preliminary Plat and Master Site Plan, the entire east-west road connection through the Property from 400 West Street to Main Street designated as 700 North on the Preliminary Plat and Master Site Plan, including stub connections for future public streets, and the park, tot lot and linear parkway in the southeast corner of the Property as shown on the Preliminary Plat and Master Site Plan. The storm drainage detention facilities located on the northern property boundary immediately west of the single-family dwelling units as designated on the Preliminary Plat and Master Site Plan shall be installed and constructed with Phase 1. Phase 1 shall also include the platting of the proposed Lot 1 (3.57 acres) located adjacent to 700 North and 400 West as more particularly shown on the Preliminary Plat.

b. Phase 2. Phase 2 shall include the platting and development of forty (40) town home units located immediately north of 700 North as more particularly designated on the Phasing Plan, Preliminary Plat and Master Site Plan. Final site plan approval shall be required for development of the town homes in Phase 2 in accordance with the provisions of Subsection (f) below.

c. Phase 3. Phase 3 shall include the platting and development of twenty-four (24) condominium units consisting of the two buildings located immediately adjacent to 400 West Street as more particularly shown on the Phasing Plan, Preliminary Plat and Master Site Plan. Final site plan approval shall be required for development of the condominiums and town homes in Phase 3 in accordance with the provisions of Subsection (f) below.

d. Phase 4. Phase 4 shall include the platting and development of forty-eight (48) town home units located immediately north of the Phase 2 town home units as more particularly shown on the Phasing Plan, Preliminary Plat and Master Site Plan. Final site plan approval shall be required for development of the town homes in Phase 4 in accordance with the provisions of Subsection (f) below.

e. Phase 5. Phase 5 shall include the platting and development of sixty (60) condominium units consisting of the five buildings located south of 700 North and east of the Phase 3 condominium units and six (6) town home units located east of the condominium units as more particularly shown on the Phasing Plan, Preliminary Plat and Master Site Plan. Final site plan approval shall be required for development of the condominiums and town homes in Phase 5 in accordance with the provisions of Subsection (f) below.

f. Final Subdivision and Site Plan Approval. Developer shall submit a proposed final subdivision plat for each phase of development for review and approval by the City. The final subdivision plat for each phase shall comply with the terms and conditions of the Phasing Plan, Master Site Plan, Preliminary Plat, and applicable City Ordinances. Developer shall also submit for review and approval by the City a final site plan for each phase of development containing Town Homes or Condominiums. The final site plan for each phase shall comply with the Phasing Plan, Master Site Plan, Preliminary Plat, and applicable City Ordinances, including, but not limited to, the Site Plan Review Ordinance as set forth in Section 12-21-110 of the City Zoning Ordinance.

g. Time Restrictions. By City Ordinance, the rezoning of the Property to PDO zoning is subject to submission, approval and recording of a final subdivision plat within one (1) year from the effective date of approval of the Preliminary Plat. For purposes of this approved Phasing Plan for the Planned Development, a final subdivision plat for Phase 1 shall be submitted, approved and recorded within one (1) year from the effective date of approval of the Preliminary Plat. For successive phases, Developer shall file a completed application for final subdivision plat within one (1) year from the date of approval of the previous phase. Phase 1 must be platted and developed prior to or concurrent with successive phases. Subsequent phases may be developed in any order, provided Phase 2 is platted and developed prior to or concurrent with Phase 4, and Phase 3 is platted and developed prior to or concurrent with Phase 5, and subject to compliance with all the terms and conditions of this Agreement and approved plans for previous phases. By City Ordinance, substantial construction shall be commenced within one (1) year from the date of final plat recording. For purposes of this approved Phasing Plan for the Planned Development, substantial construction shall be commenced for each phase within one (1) year from the date of final plat recording for the subject phase. All construction and development shall proceed in a timely manner.

h. Phases of Remediation. No final subdivision plat for any phase of the Planned Development shall be recorded until and unless all conditions and requirements of pre-development remediation of the Property have been completed and certified in accordance with the approved Remediation Plan. At a

minimum, pre-development remediation shall include the installation of dewatering and sump pump systems; excavation, cleaning, and refilling of the compost trenches to within two feet (2') of final grade for all property within the phase and any property within one hundred feet (100') of such phase boundary; removal of excavation material off-site or stockpiled; and verification and certification of the same in accordance with the Remediation Plan. No building permits shall be issued for construction within any phase or plat for the Planned Development until and unless all conditions and requirements of pre-building permit remediation for that portion of the Property within the boundaries of the subject phase and plat have been completed and certified in accordance with the approved Remediation Plan. At a minimum, pre-building permit remediation shall include the box culvert reconstruction; storage tank removal; excavation of contaminated soils (BH-24); septic tank and leach field clean-up; Gold house survey and removal (if load bearing); and verification and certification of the same in accordance with the Remediation Plan. No certification of occupancy shall be issued for any dwelling unit within any phase or plat until and unless all conditions and requirements of final remediation for that portion of the Property within the boundaries of the phase and plat have been completed and certified in accordance with the approved Remediation Plan. At a minimum, final remediation shall include final certification and acceptance of all remediation measures required within the phase.

21. **Remediation.** The Property was previously utilized as a commercial nursery. A number of environmental and geotechnical studies have been conducted on the Property in conjunction with the development application and review process for the Planned Development. As indicated in the studies, there exist certain environmental issues and concerns with the Property which must be mitigated prior to development of the Property and the Planned Development. Developer shall remediate the property and comply with all terms and conditions of the Remediation Plan prepared by EarthFax Engineering, Inc. attached hereto as **Exhibit P**, and incorporated herein by this reference. In addition to the provisions of the Remediation Plan, Developer shall comply with the following remediation provisions and requirements for development of the Property.

a. **Remediation Engineer and Insurance.** Developer shall retain EarthFax Engineering, Inc., or another professional engineer licensed by the State of Utah and acceptable to the City, to oversee the remediation of the Property as set forth in the Remediation Plan. Prior to commencing work under the Remediation Plan, Developer agrees to cause EarthFax Engineering, Inc., or other engineer acceptable to the City, designated to oversee the remediation, to obtain the following insurance coverage and to supply a certificate of insurance coverage to the City naming the City as an additional insured: Bodily Injury and Property Damage (Including Environmental Impairment Coverage and Pollution

Liability Coverage Endorsements), Errors and Omissions in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate. The insurance coverage provided herein shall be in addition and supplemental to the insurance coverages required of Developer in Section 36.

b. Remediation Indemnification. Developer agrees to release and indemnify the City for any claims or liabilities asserted by a governmental agency or third party related to the Remediation Plan, the development of the Property, the conditions (including environmental and geotechnical conditions) of the Property, or any requirements to clean up the Property under environmental laws. Developer agrees to release and indemnify the City for any claims under environmental laws against the City in connection with the City's ownership and acceptance of any public rights-of-ways and easements within the Property. Developer agrees to release and indemnify the City for any costs incurred by the City to address any environmental conditions on or under the public rights-of-way and easements within the Property. The release and indemnification provisions set forth here shall be in addition and supplemental to the indemnification provisions required of Developer in Section 36.

c. Remediation of Unknowns. Developer further agrees to and shall remediate any unknown hazardous materials, additional trenches or other non-native, unconsolidated materials that are encountered on the Property and that are not specifically addressed in the Remediation Plan.

d. Public Rights-of-Way. In the event the City encounters methane gas or hazardous materials on or under the public rights-of-way or within any public easements after dedication or transfer of the same to the City, Developer shall take immediate steps to eliminate the methane gas and remediate and remove such hazardous materials, dispose of such materials off-site and sign the manifests as the generator of such materials.

e. Bonds. The City may require a bond to cover all or any portion of the remediation requirements (including contingency for possible unknown hazardous materials or non-native materials) set forth in the Remediation Plan as a condition of any final subdivision plat approval, final site plan, or other permit for development within the Planned Development.

f. Final Plat Disclosure. Disclosure of all areas of trenches, former underground storage tanks, septic tank, and any other areas where remediation was conducted on the Property, shall be provided on all final subdivision plats designating the areas of remediation, and stating, at a minimum, that the Property was the site of a former commercial nursery operation and that the areas were remediated, backfilled and compacted in accordance with the Remediation Plan recorded against the Property. Applicable final subdivision

plats shall also provide disclosure and designation of the area the house was demolished and any areas of non-native, unconsolidated materials.

g. Certification. Prior to issuance of any building permit in any phase of the Planned Development, all required certifications for the subject property within the phase shall be issued by a professional engineer in accordance with the Remediation Plan.

h. Individual Lot Certification. Each building permit for individual lot development within the Planned Development shall require geotechnical review and foundation certification for such lot as directed by or according to the City Building Inspector.

i. Notification and Inspection. Developer shall notify the City of construction schedule to allow City inspection of work completed under the Remediation Plan. Developer shall allow and provide access to the Property to the City for inspection of work. Developer shall pay the City for all City inspections.

22. Lot 1. Lot 1, as indicated on the Preliminary Plat, is approximately 3.57 acres in size. Lot 1 is not approved for development with the Planned Development and is specifically excluded from the Conditional Use Permit approval for increased density. Any future development of Lot 1 shall require site plan and/or subdivision approval in accordance with applicable City Ordinances. The acreage in Lot 1 has not and shall not be utilized for determining the permissible number of dwelling units within the Planned Development.

23. Financial Capability. In accordance with City Ordinances for planned developments, Developer is required to establish with sufficient evidence that Developer has sufficient control over the property to be developed to ensure development will occur as approved; the financial capability to carry out the planned development project; and the capability to start construction of the proposed project within one (1) year of final approval. As a condition of final subdivision plat recording and any final site plan approval, Developer shall provide the City with sufficient evidence of compliance with the foregoing requirements.

24. Ownership and Recording. Developer represents that Developer owns all of the Property within the Planned Development. This Agreement shall be recorded against the Property prior to and as a condition of recording any final subdivision plat. Any final site plan approval shall be conditioned upon prior recording of any final subdivision plat. Except as otherwise specifically provided herein regarding remediation, no construction, excavation, or other development activities shall be conducted on the Property until and unless this Agreement and final subdivision plat are

recorded in the Davis County Recorder's Office and all pre-construction requirements and conditions of this Agreement and City Ordinances have been met.

25. **Conflicts Clause.** The Planned Development and all Property therein shall be developed by Developer and/or any subsequent developers in accordance with all of the requirements contained in this Agreement. In the event there is a conflict between the provisions of this Agreement and the Conditional Use Permit, Master Site Plan, Preliminary Plat, or other approved plans, plats, drawings, etc., the terms and conditions of this Agreement shall govern. In the event of conflict between the terms of this Agreement, the more restrictive provision shall govern.

26. **Compliance with City Ordinances and Development Standards.** The Property and all portions thereof shall be developed in accordance with the City Ordinances, the Conditional Use Permit, the Preliminary Plat, the Master Site Plan, and all subsequent applicable final subdivision plats and final site plans. All applicable construction standards and specifications shall be met.

27. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City Ordinances. Commencement and completion of construction within the Planned Development shall comply with all applicable City Ordinance provisions.

28. **Construction Drawings.** Any and all construction within the Planned Development shall comply with all applicable City Ordinances, approved construction drawings, and requirements of the City Engineer imposed pursuant to and in accordance with applicable City Ordinances.

29. **Utilities and Infrastructure.** Developer shall install or cause to be installed natural gas, electrical service, telephone, storm water, sanitary sewer and water systems, both culinary and secondary, and all required utility and street improvements (the "Utilities and Infrastructure") for the Planned Development. All Utilities and Infrastructure construction and installation shall be done in accordance with City Ordinances and applicable design and construction standards of the utility providers and the City. All plans and construction for water, sewer, street and storm drainage improvements shall be reviewed and approved by the City Engineer. All Utilities and Infrastructure shall comply with applicable City Ordinances, including, but not limited to the City Subdivision Ordinance and applicable Subdivision Standards and Specifications.

30. **Security for Public Improvements.** In accordance with City Ordinances, including, but not limited to Section 15-4-109 of the Centerville Municipal Code, the Developer shall enter into a Bond Agreement in the standard form acceptable to the City and provide security to guarantee the payment for the installation and completion of

all public Utilities and Infrastructure, and all public improvements to be constructed, installed, reviewed or provided by Developer pursuant to this Agreement or in connection with the Planned Development or located within the Property, or any portion thereof, and any other public improvements required by the City in accordance with applicable City Ordinances. All public improvements shall be constructed and installed at the Developer's sole expense in accordance with the City's construction and engineering standards and the City Ordinances. All public improvements shall be warranted for two (2) years in accordance with applicable City Ordinances.

31. **Easements.** Appropriate easements including satisfactory perpetual public utility easements required by the City shall be conveyed by Developer to the City in conjunction with final subdivision plat approval and recording. The utility easements shall consist of property adjacent to and along the public rights-of-way within and adjacent to the Property and around subdivision lot lines as are needed for public and/or private utilities. Developer shall provide easements for any public trails within the Planned Development if required with final subdivision plat approval and recording. For all single-family dwelling units located on or within less than five (5) feet of a lot line, an easement shall be provided and noted on the final subdivision plat allowing the dwelling owner to enter the adjoining property in order to maintain the dwelling. Additional easements may be required of Developer or property owner with the development of any particular lot, building, phase or plat within the Planned Development and public improvements required in connection with the same. All required easements shall be noted on the final subdivision plat.

32. **Dedication or Donation.** Developer shall dedicate and convey to the City, at no cost to the City, all required public utility easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined and required by the City, and fee title to all public improvements required by the City in connection with the Property and Planned Development along with the appurtenant easements and rights-of-way, and the City's portions of water systems and storm drainage system and their related easements and rights-of-way. All public improvements and rights-of-way shall be dedicated in fee in conjunction with final plat. Prior to the time of dedication, Developer shall take such action as is necessary to obtain a release of any encumbrance on any property to be dedicated to the City. The City shall have the right to inspect all such improvements prior to acceptance of a conveyance thereof. Developer is making the dedications and donations provided in this Agreement voluntarily and as a contribution to the City and hereby waives and releases any claims for compensation therefor.

33. **Vested Rights.** Subject to the terms and provisions of this Agreement, by reason of the Developer's completed application for and the City's approval of the Conditional Use Permit, the Preliminary Plat, and the Master Site Plan, the parties hereby acknowledge certain vested rights of Developer to develop the Property in

accordance with such approved plans, plats and permits. Nothing herein shall be construed to provide Developer with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable City Ordinances which are in effect on the date of this Agreement. Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. For instance, any amendments to the site plan approval procedures shall require subsequent site plan applications to comply with the procedural requirements of the City Ordinances in place at the time the application for site plan approval or amendment is submitted. Fees required in connection with any development within the Planned Development shall be paid in accordance with the fee schedule in place at the time the fees are due and paid. Development of the Property shall also be subject to subsequent City Ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah.

34. **Reserved Legislative Powers.** 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 preserved by law.

35. **Payment of Fees.** Developer shall pay to the City all required fees in a timely manner which are due or which may become due pursuant to the City Ordinances in connection with development in the Planned Development or any portion thereof and in such amounts as are required by City Ordinances at the time such fees are actually paid to the City. Developer shall pay all required impact fees for the Planned Development unless otherwise agreed to in writing by the parties.

36. **Construction Standards and Requirements.**

a. **General.** All construction on any portion of the Planned Development shall be conducted and completed in accordance with the City's Ordinances, construction standards, and the provisions of this Agreement. Prior to issuance of any construction permit for any improvements to be dedicated to public use following construction, the Developer shall submit all plans and specifications to the City Engineer for review and comment. Prior to occupancy, final "as built" drawings of public improvements to be dedicated to the City shall

be provided by Developer or subsequent developers to the City without cost for each portion of the Planned Development in accordance with City Ordinances.

b. Building Permits. No buildings or other structures shall be constructed within the Planned Development without Developer first obtaining building permits in accordance with the terms and conditions of this Agreement, the approved plans, plats and permits, and City Ordinances.

c. Indemnification and Insurance.

i. Indemnification. During construction and until acceptance of the Planned Development by the City, the Developer hereby 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 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 which shall occur within the Planned Development or occur in connection with any off-site work done for or in connection with the Planned Development or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorneys' fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Planned Development or the construction of any improvements therein. The Developer and any subsequent developers shall not be responsible for (and such indemnity shall not apply to) any negligent acts or omissions of the City or its agents, servants, employees or contractors. The City agrees to indemnify and hold Developer harmless from and against any such liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of the City's negligence.

ii. Insurance. During the period from commencement of the work on the Planned Development and ending on the date when a Certificate of Completion has been issued with respect to the entire Planned Development, the Developer shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least \$2,000,000 single limit naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Planned Development to

maintain adequate workers compensation insurance and public liability insurance.

d. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Developer or Subsequent Developers, as more particularly defined in Section 39, shall, at their sole expense, secure or cause to be secured any and all permits which may be required by the City and/or any other governmental entities having jurisdiction over the work or affected by its construction or development.

e. Rights of Access. Representatives of the City shall have the reasonable right of access to the Property, and any portions thereof, during any periods of construction, to inspect or observe the Property and development of the Planned Development and/or any work thereon.

f. Compliance with the Law. Developer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Developer's activities in connection with the Planned Development, or any portion thereof, including the City's Ordinances. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with State and Federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

g. Inspection and Approval by the City. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer. No work involving excavation shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved. The Developer shall warrant the materials and workmanship of all improvements installed in each phase of the Planned Development for a period required by City Ordinances from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code, as adopted by the City.

h. Use and Maintenance During Construction. During construction, the Developer, and any permitted subsequent developer, shall keep the Planned Development and all affected public streets and public easements free and clear from any unreasonable accumulation of debris, waste materials and any

nuisances and shall contain construction debris and provide dust control so as to prevent scattering via wind and water or otherwise. Such construction maintenance and control of construction debris shall be conducted in accordance with applicable City, State and Federal laws, regulations and permits, including, but not limited to applicable Utah Department of Environmental Quality regulations and permitting requirements, and in accordance with applicable best management practices.

37. **Provision of Municipal Services.** Subject to Developer complying with all of the City's Ordinances and the provisions of this Agreement, the City agrees to provide standard municipal services to the Property equal to those generally provided to other areas by the City, subject to payment of all reasonable fees and charges charged or levied therefor by the City.

38. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a twenty (20) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 41. In the event the non-defaulting party does not cure the default within the required twenty (20) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

- a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Property until such default has been cured.
- c. The right to draw on any applicable security posted or provided in connection with the Planned Development.
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein above shall be cumulative.

Developer shall also be in default under the terms of this Agreement under the following circumstances if not cured within thirty (30) days after notice of default is given:

i. **Insolvency.** Developer shall be adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days.

ii. **Misrepresentation.** Developer has made a materially false representation or warranty in any agreement with or application to the City.

39. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of lots or lease of buildings within the Planned Development. In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

40. **Ownership.** Developer hereby warrants and represents that it is the legal owner of record of the Property, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property.

41. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To the City: Centerville City  
Attn: City Manager  
250 North Main  
Centerville, Utah 84014

Centerville City Attorney  
Mazuran & Hayes, P.C.  
2118 East 3900 South, Suite 300  
Salt Lake City, Utah 84124

To Developer: Uinta Development, LC  
Attn: Gardner Crane  
928 West 1800 North, Suite J  
Clinton, Utah 84015

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

42. **Attorneys Fees.** Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

43. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property and Planned Development, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to the City Ordinances, including, but not limited to, all planning, zoning and subdivision issues.

44. **Headings.** 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.

45. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest.

For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

46. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

47. **No Third Party Rights.** The obligations of Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

48. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. All recording fees shall be paid by Developer.

49. **Termination.** In addition to any other enforcement right or remedy provided herein, and notwithstanding anything in this Development Agreement to the contrary, it is hereby agreed by the parties hereto that in the event the Planned Development, including all phases thereof, is not completed within eight (8) years of the date of this Agreement, or in the event the Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement and/or to not approve any additional phases for the Planned Development. Any termination may be effected by the City by giving written notice of intent to terminate to the Developer at its last known address, as set forth herein. Whereupon the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to commence and/or complete the Planned Development. In the event the Developer fails to correct the alleged deficiencies or to take appropriate steps to commence or complete the Planned Development as provided herein, the City shall be released from any further obligations under this Agreement and may terminate the same by written notice to Developer. The parties expressly recognize and acknowledge that the development of the Planned Development is a phased Planned Development. It is also recognized that it is critical to the City that certain development occurs within a reasonable time from the date of this Agreement. It is expressly acknowledged by the parties that the Planned Development is intended to be developed in reasonably staged phases and that Developer shall use its best efforts to proceed with the Planned Development in a timely fashion. The release and

indemnification provisions of Section 21 and Section 36 shall survive any termination of this Agreement.

50. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

51. **No Waiver.** Any party's failure to enforce any provision of the 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.

52. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

53. **Time of Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

54. **Knowledge.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice.

55. **Supremacy.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

56. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

57. **Priority.** This Agreement shall be recorded against the Property senior to any protective covenants and any debt security instruments encumbering the Property.

58. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. Any amendments to the Planned Development documents, including, but not limited to the plans, plats and Exhibits attached hereto, must be approved by the City in accordance with applicable City Ordinances in addition to required amendments to this Agreement.

59. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the

reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

60. **Weather Extension.** If seasonal or weather conditions prohibit the installation of fencing, entry features, pedestrian pathways, or landscaping improvements, the City may grant Developer an extension of time required to install such improvements, approval of which is subject to the execution of an extension agreement and bond in a form acceptable to the City assuring such improvements will be completed within a specified period not to exceed six (6) months.

**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 above written.

"CITY"

CENTERVILLE CITY

By: *Donald Quess*  
Mayor

ATTEST:

*Marilyn Holje*  
City/Recorder

"DEVELOPER"

UINTA DEVELOPMENT, LC

By: *Gads S. Cray*  
Its: MANAGER



CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
 ) :ss.  
 )  
COUNTY OF DAVIS )

On the 7<sup>th</sup> day of March, 2006, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, 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 Michael L. Deamer acknowledged to me that the City executed the same.



Marilyn J. Holje  
Notary Public

My Commission Expires:  
6-20-2007

Residing at:  
Centerville UT

DEVELOPER ACKNOWLEDGMENT

STATE OF Utah )  
 )  
 ) :ss.  
 )  
COUNTY OF Davis )

On the 6<sup>th</sup> day of March, 2006, personally appeared before me Gardner Crane who being by me duly sworn did say that (s)he is the Manager of **UINTA DEVELOPMENT, LC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

Marilyn J. Holje  
Notary Public

My Commission Expires:  
6-20-2007

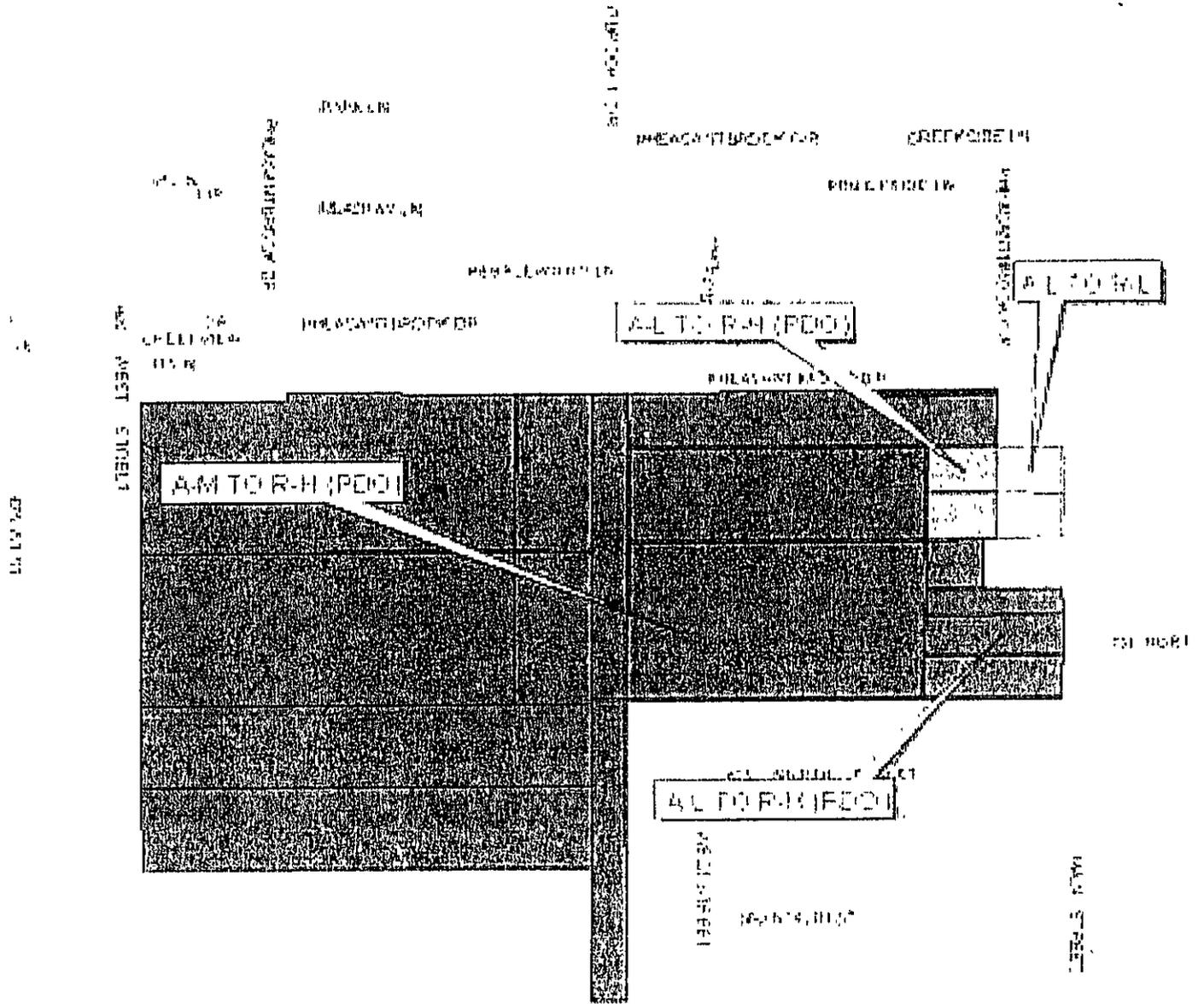
Residing at:  
Centerville Utah

**EXHIBIT "A"****OVERALL DEVELOPMENT LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS N 0°24'15"E, 1033.69 FEET AND N 89°35'45"W, 33.00 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK "B" BIG CREEK PLAT CENTERVILLE TOWNSITE SURVEY AND N 0°24'25"E, 75.25 FEET FROM A COUNTY MONUMENT LOCATED AT THE INTERSECTION OF PARRISH LANE AND MAIN STREET AND RUNNING THENCE NORTH 89°50'00" WEST 832.44 FEET; THENCE SOUTH 567.17 FEET; THENCE WEST 69.30 FEET; THENCE N 00°04'57" E 242.94 FEET, THENCE NORTH 89°39'51" W 861.63 FEET; THENCE N 00°07'35" E 907.83 FEET, THENCE N 89°49'43" E 276.16 FEET; THENCE N 00°05'01" E 0.52 FEET; THENCE E 587.28 FEET; THENCE N 00°02'40" EAST 10.00 FEET; THENCE EAST 66.50 FEET; THENCE S 00°02'40" WEST 10.00 FEET; THENCE N 89°30'06" E 700.55 FEET; THENCE SOUTH 101.54 FEET; THENCE WEST 20.00 FEET; THENCE SOUTH 273.72 FEET; THENCE EAST 150.63 FEET; THENCE SOUTH 50.00 FEET; THENCE S 00°00'49" WEST 165.00 FEET; THENCE S 00°24'15" WEST 8.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,305,486 SQUARE FEET OR 29.970 ACRES, MORE OR LESS.

# EXHIBIT "B"



## PINEAE VILLAGE REZONE JULY 05, 2005



## Centerville City Conditional Use Permit

Subject to the terms and conditions set forth herein, the Centerville City Planning Commission hereby issues a Conditional Use Permit approved on June 22, 2005 to: Uinta Development, LC., the property owner/applicant of property located at approximately 675 North Main Street, Centerville City, Davis County, State of Utah, for the purpose of conducting the following conditional use on the property, a density of 8.57 units per acre in the R-H/PDO Zone.

Issuance of this Conditional Use Permit is subject to all Centerville City Ordinances, rules and regulations, and all applicable federal and state laws, rules and regulations. This Conditional Use Permit may be revoked in accordance with procedures set forth in City Ordinances upon failure of property owner/applicant to comply with the conditions set forth herein or any other applicable state, federal or city laws, ordinances, rules or regulations.

**This Conditional Use Permit is granted subject to the following conditions:**

1. The conditional use permit shall not become effective until and unless the City Council approved the R-H/PDO zone request.
2. The conditional use permit shall not become effective until and unless a remediation and recycling plan has been accepted and approved by the City Council.
3. The conditional use permit shall not become effective until and unless a Master PDO Site Plan has been approved by the Planning Commission.
4. The development project shall be limited to an overall maximum density of 8.57 units per acre, not to include the acreage of the church site parcel.
5. The local public roadway connecting 400 West with Main Street shall align with the intersections of Bonita Way/Main Street and Applewood Drive/400 West, as depicted on the PDO Conceptual Plan and reiterated in the traffic study performed by A-Trans.
6. 400 West Street shall be striped into a three-lane facility, as suggested by the traffic study performed by A-Trans.
7. The developer shall enter into a development agreement with the City, acceptable to the City. As part of the Development Agreement with the City, the developer shall contribute their fair share to future needed improvements at the intersections of Main/Parrish Lane and 400 West/Parrish Lane in accordance with the projections found in the traffic study performed by A-Trans.

8. The conditional use permit is subject to additional conditions during Master Site Plan approval as deemed necessary by the Planning Commission in its reasonable discretion and in accordance with City Ordinances.
9. The conditional use permit be subject to compliance with the PDO overlay zoning approval, the Master Site Plan approval, and the final subdivision approval.

# Master Site Plan

## *Pineae Village*

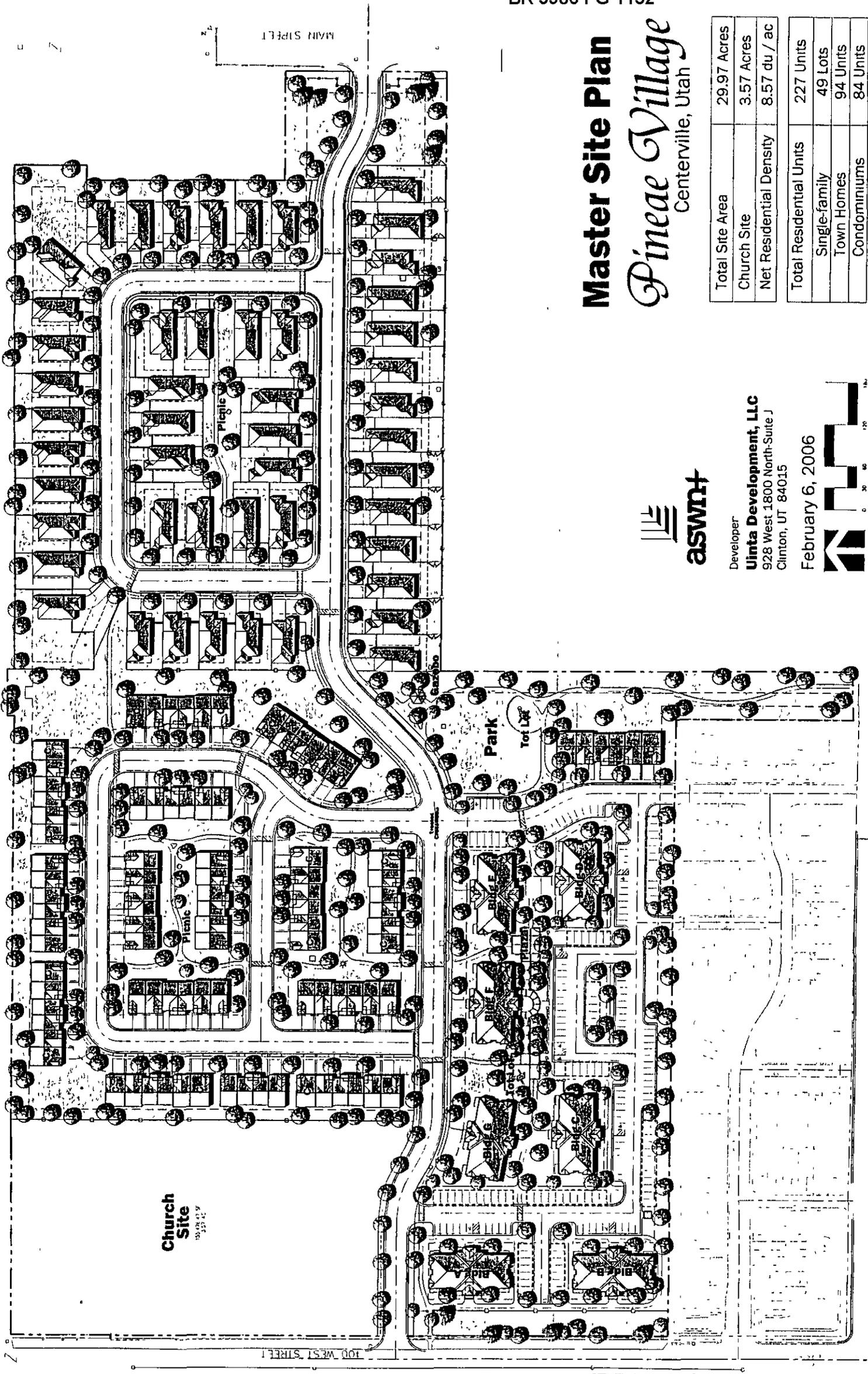
Centerville, Utah

Total Site Area	29.97 Acres
Church Site	3.57 Acres
Net Residential Density	8.57 du / ac
<b>Total Residential Units</b>	
Single-family	49 Lots
Town Homes	94 Units
Condominiums	84 Units



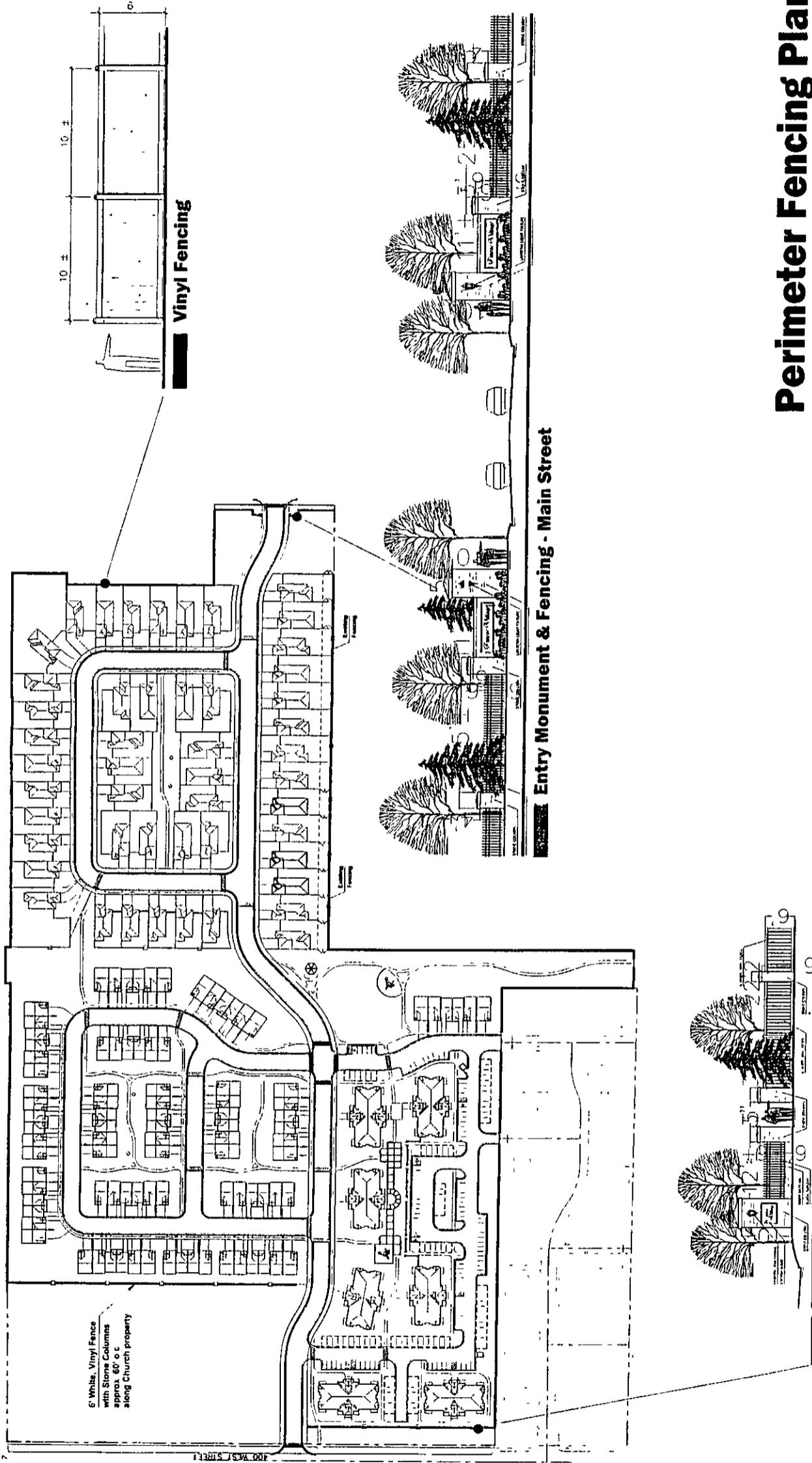
Developer  
**Ujinta Development, LLC**  
 928 West 1800 North-Suite J  
 Clinton, UT 84015

February 6, 2006





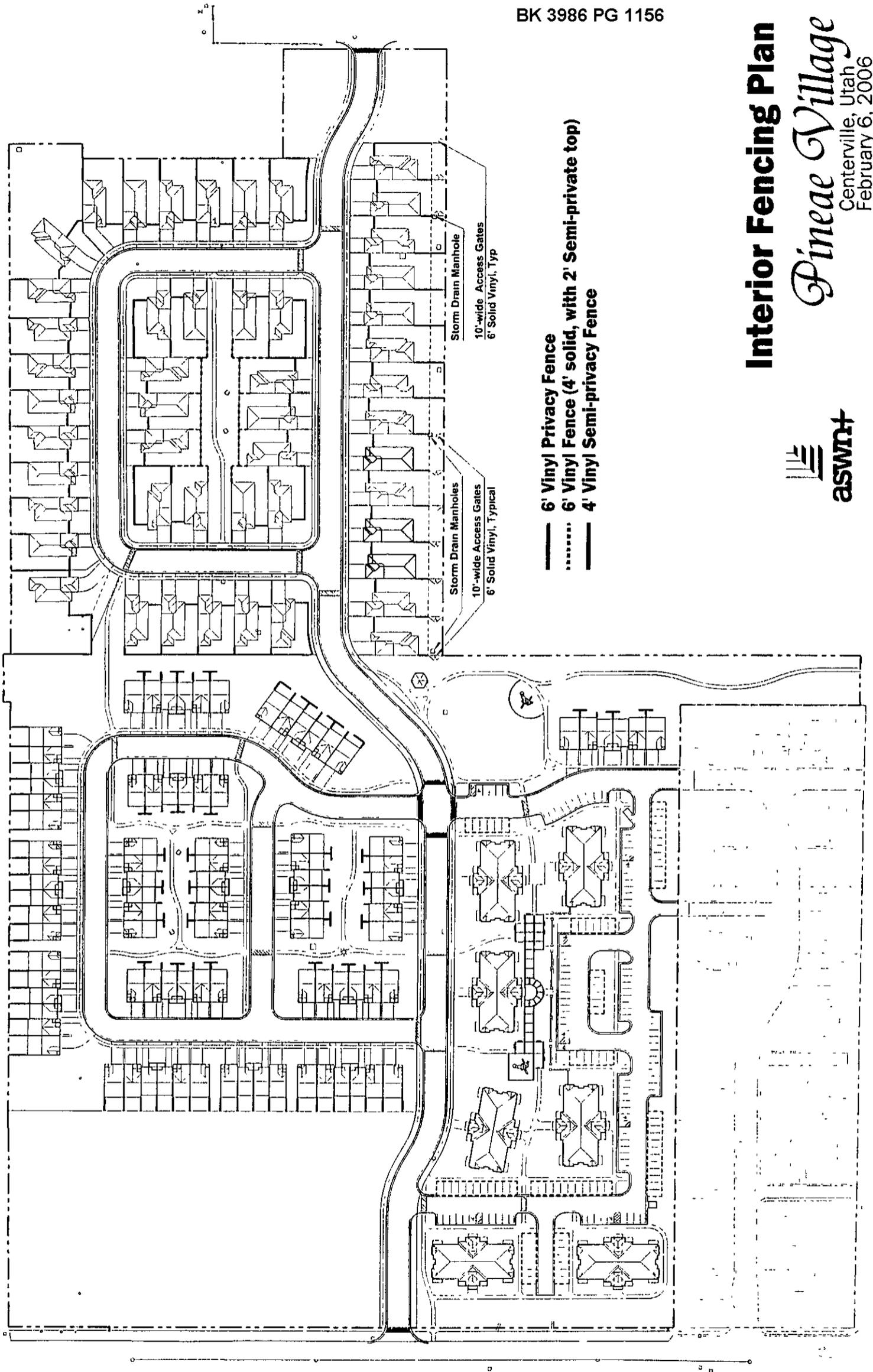




# Perimeter Fencing Plan

*Pineae Village*  
Centerville, Utah  
February 6, 2006





# Interior Fencing Plan

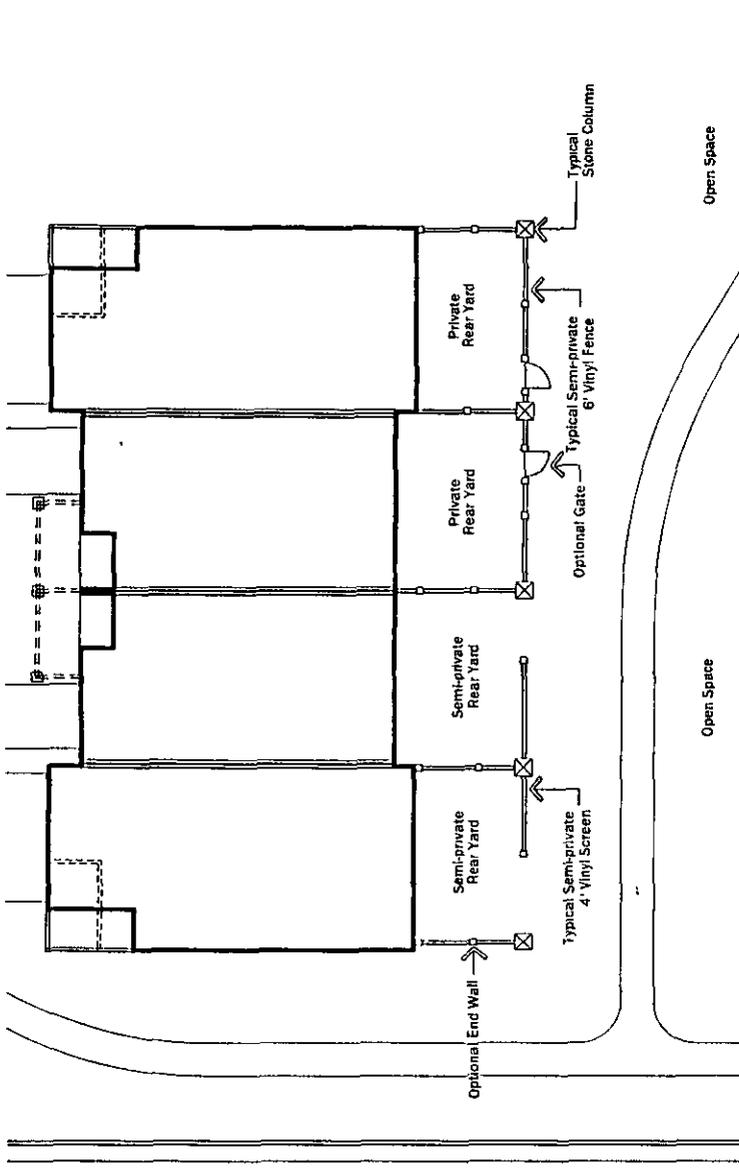
*Pineae Village*  
 Centerville, Utah  
 February 6, 2006



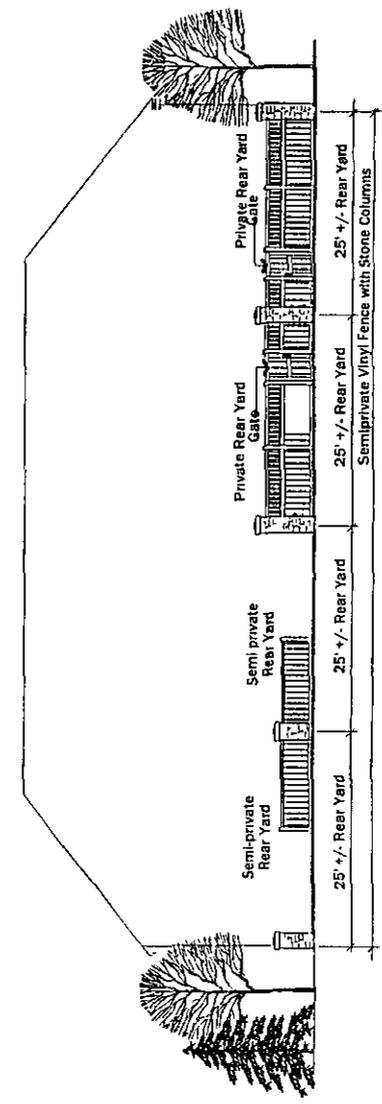
# Town Home Fencing Plan



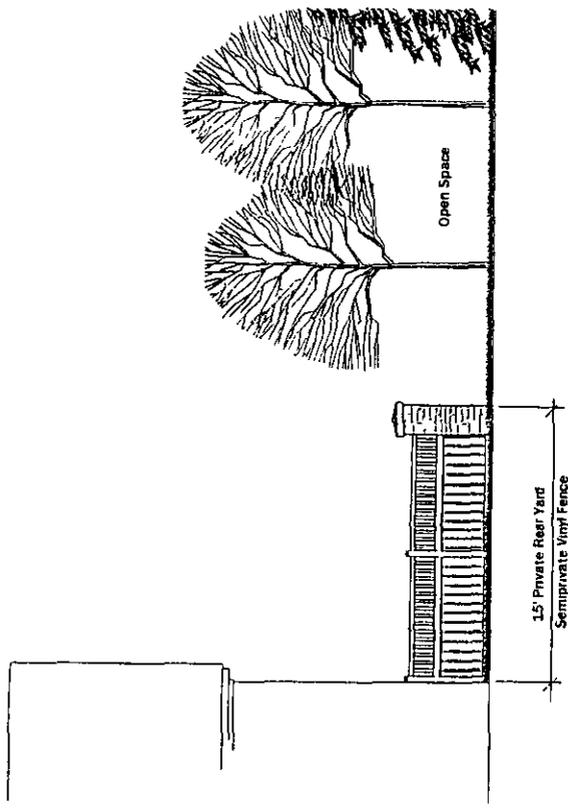
Developer  
 Uinta Development, LLC  
 928 West 1800 North-Suite J  
 Clinton, UT 84015  
 February 6, 2006



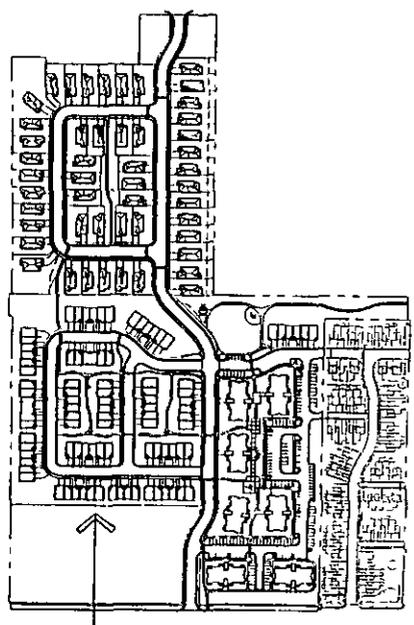
Typical Town Homes Plan View



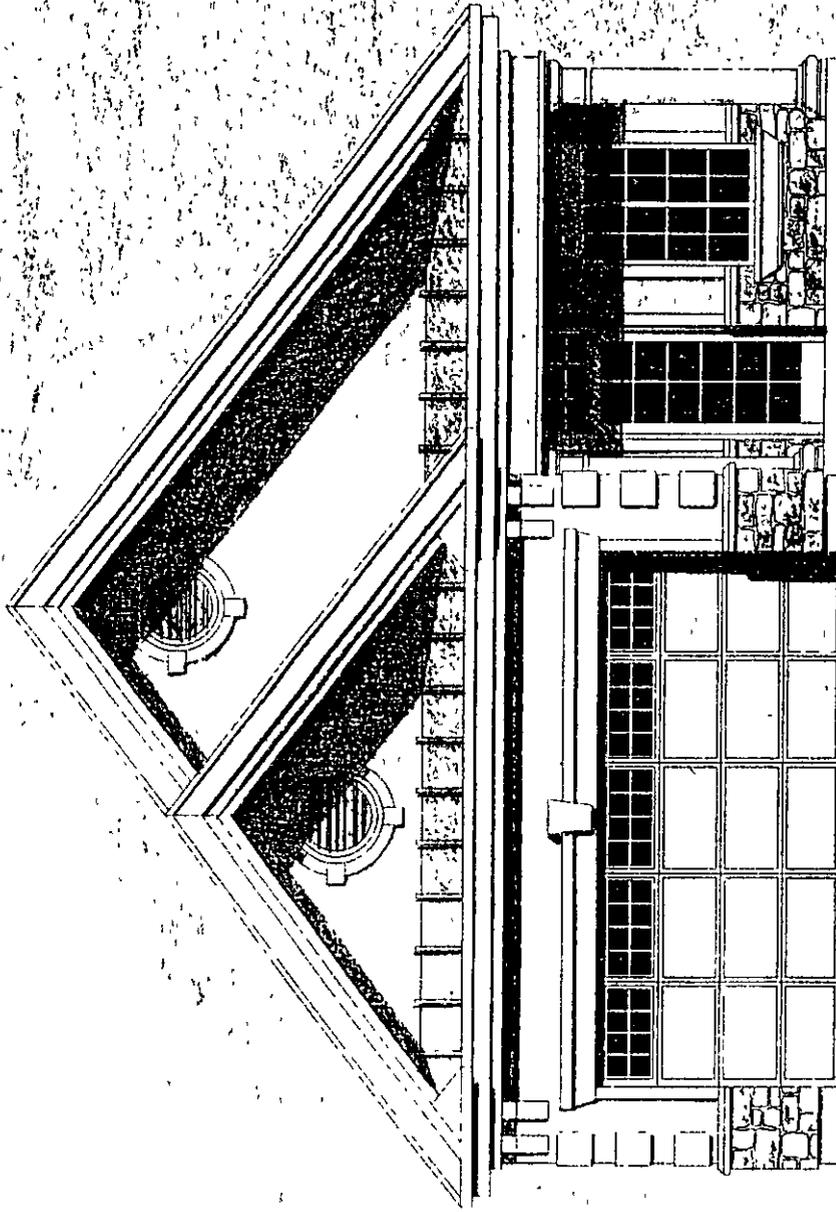
Town Homes Rear Elevation



Town Homes Side Elevation



Town Homes

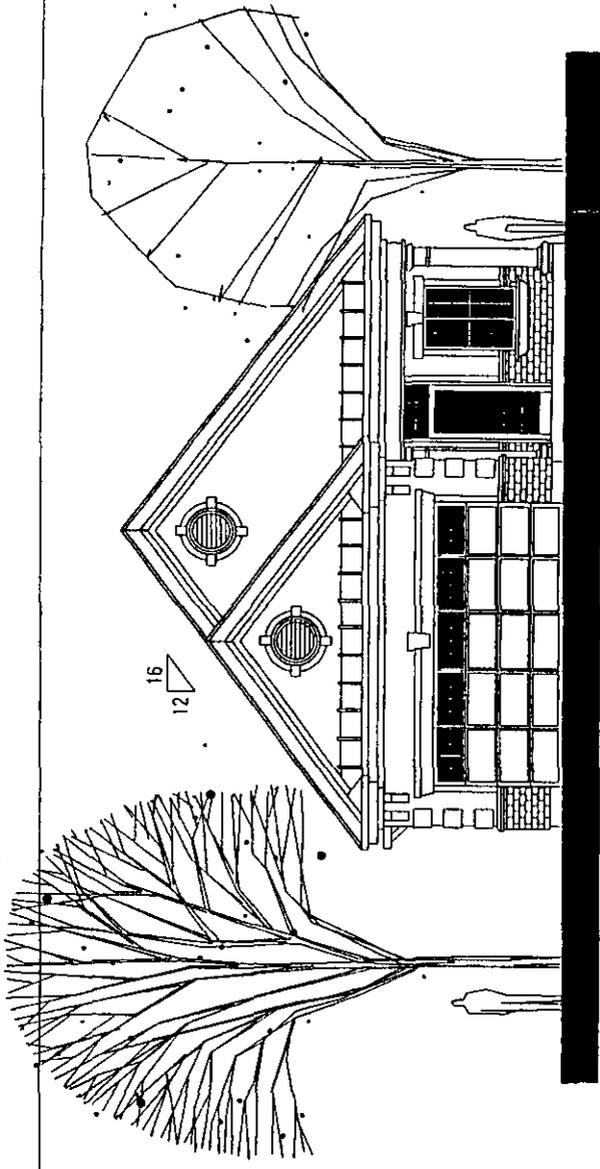


**PATIO HOME - ELEVATION SCHEMATIC**

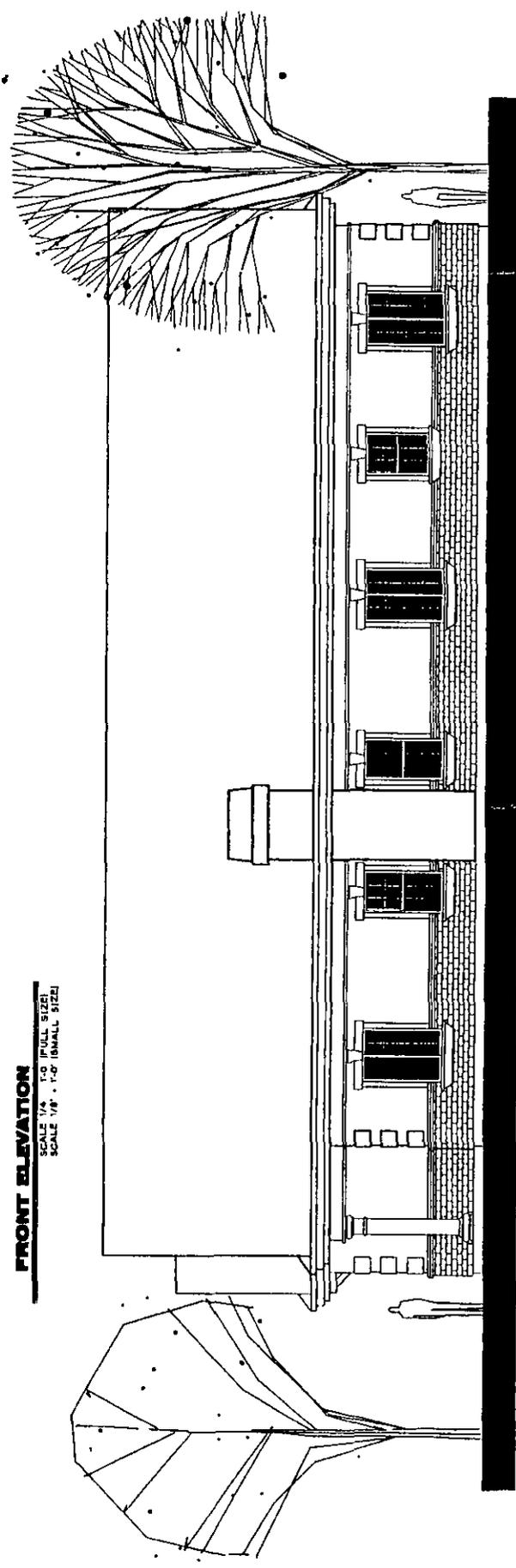
**Pineae Property**

Centerville, Utah





**FRONT ELEVATION**  
SCALE 1/4" = 1'-0" (FULL SIZE)  
SCALE 1/8" = 1'-0" (SMALL SIZE)



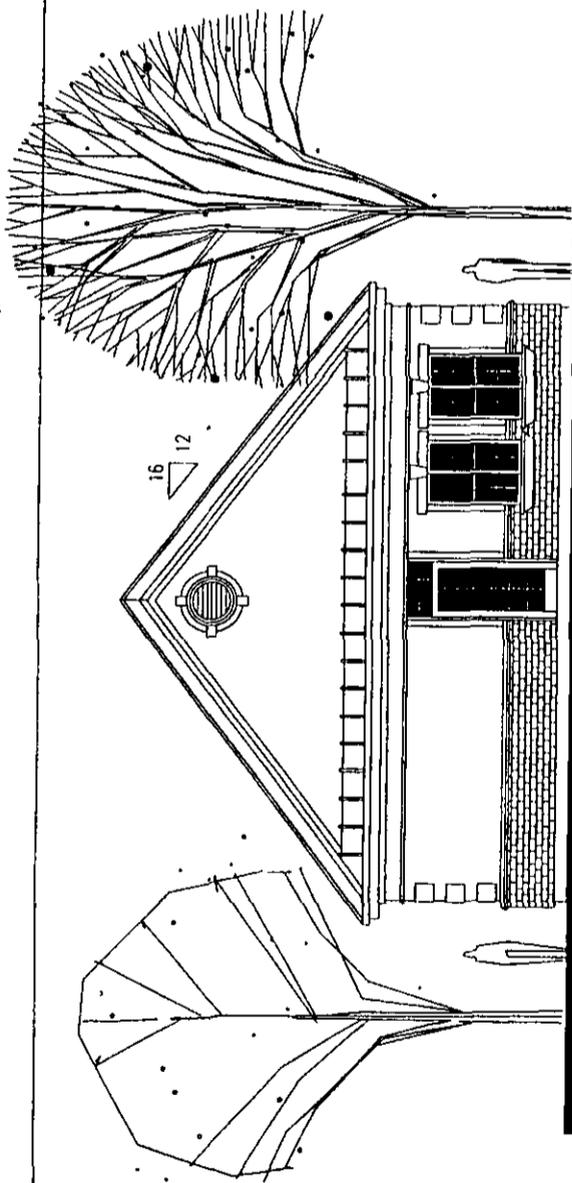
**RIGHT SIDE ELEVATION**  
SCALE 1/4" = 1'-0" (FULL SIZE)  
SCALE 1/8" = 1'-0" (SMALL SIZE)

# CENTERVILLE - Elevations

MODEL - 2

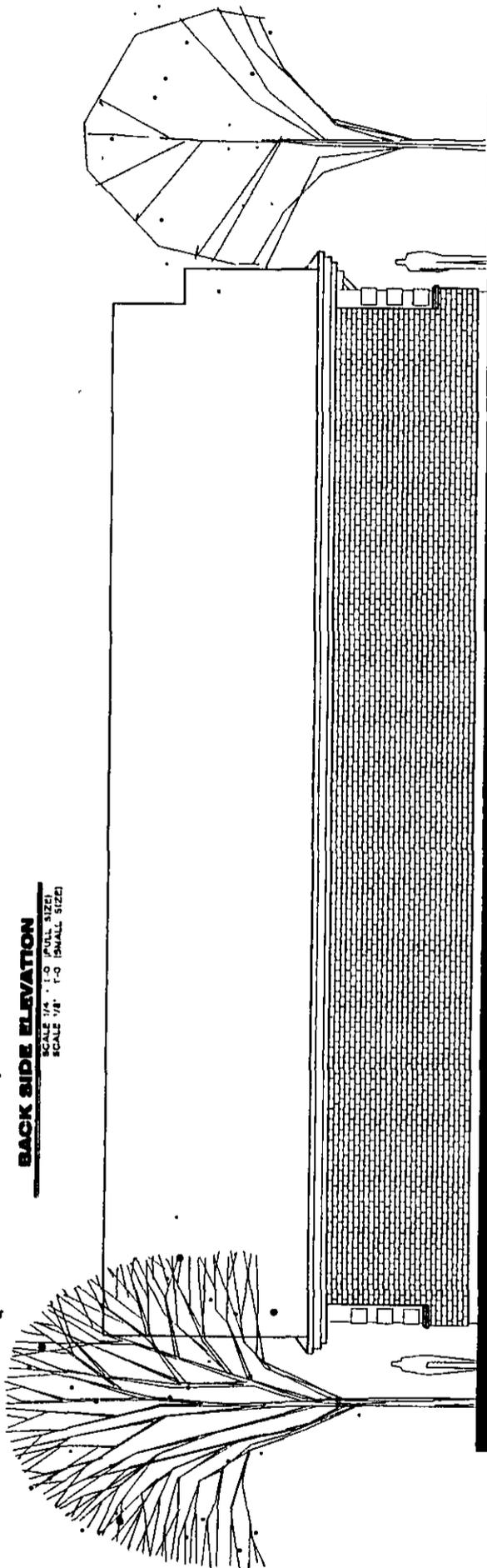


MODEL - 2



**BACK SIDE ELEVATION**

SCALE 1/4" = 1'-0" (FULL SIZE)  
SCALE 1/8" = 1'-0" (SMALL SIZE)

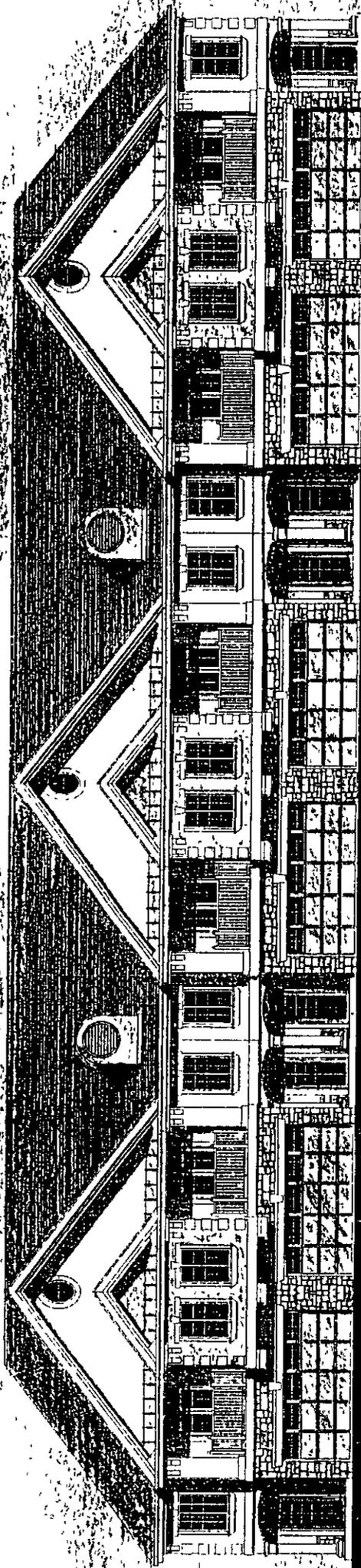


**LEFT SIDE ELEVATION**

SCALE 1/4" = 1'-0" (FULL SIZE)  
SCALE 1/8" = 1'-0" (SMALL SIZE)

**CENTERVILLE - Elevations**

Centerville, Utah



**TOWN HOUSE - ELEVATION SCHEMATIC**

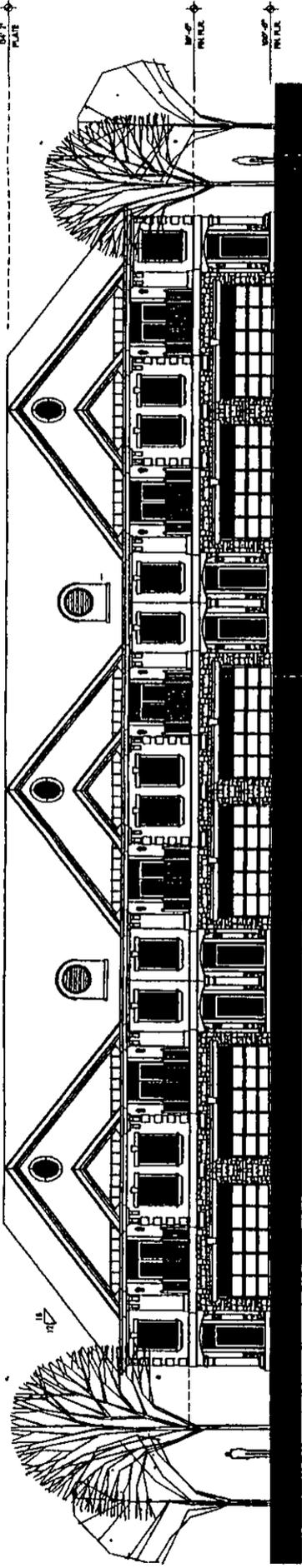
**Pineae Property**  
Centerville, Utah



A WEST GROUP COMPANY  
© 2002 ASWINT



**Pineae Village**  
Town Homes  
August/02/2005  
Centerville, Utah



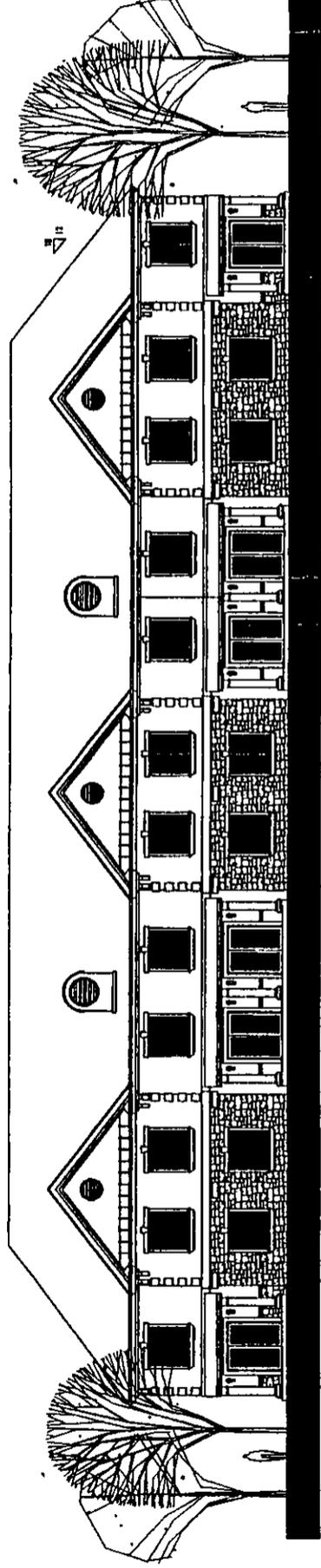
**FRONT ELEVATION**

SCALE 1/8" = 1'-0" (FULL SIZE)  
SCALE 1/16" = 1'-0" (SMALL SIZE)



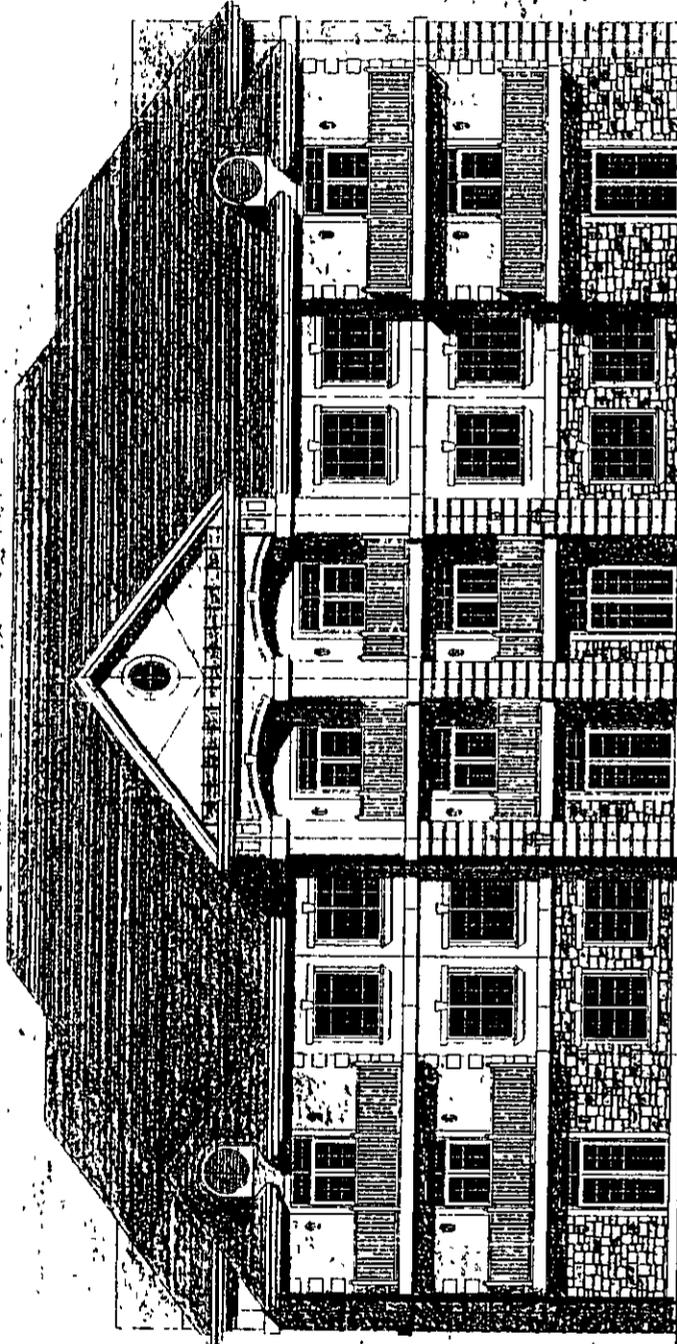
**LEFT SIDE ELEVATION**

SCALE 1/8" = 1'-0" (FULL SIZE)  
SCALE 1/16" = 1'-0" (SMALL SIZE)



**RIGHT SIDE ELEVATION**

SCALE 1/8" = 1'-0" (FULL SIZE)  
SCALE 1/16" = 1'-0" (SMALL SIZE)



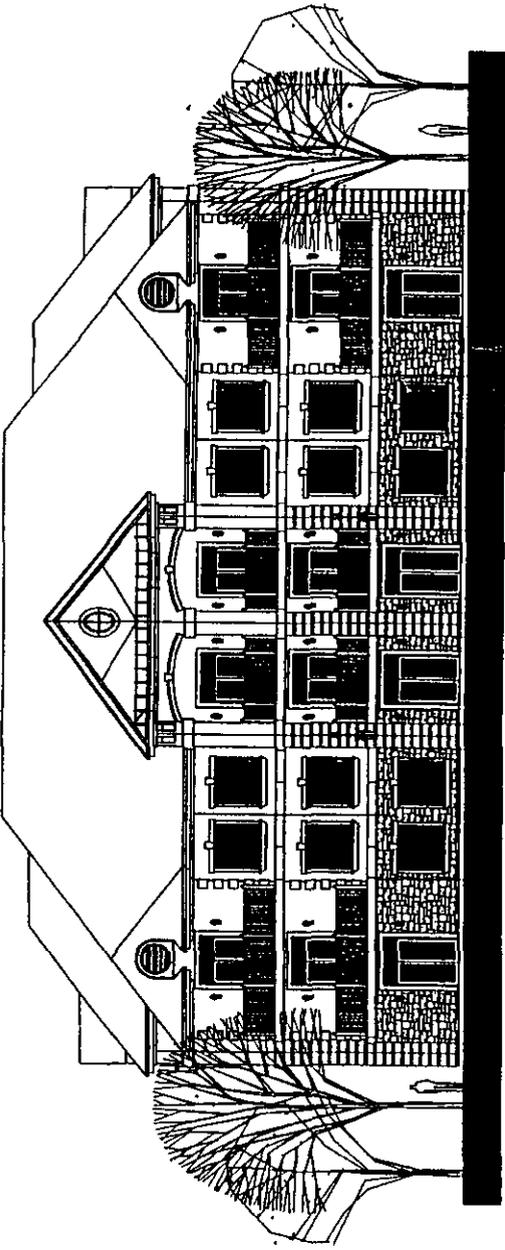
**CONDOMINIUM - ELEVATION SCHEMATIC**

**Pineae Property**  
Centerville, Utah



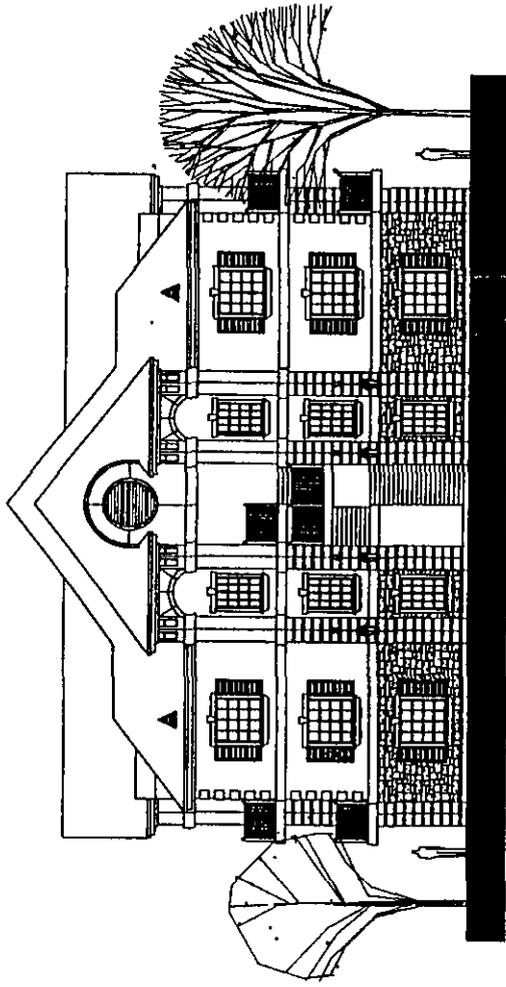
**aswmt**  
architecture

**Pineae Village**  
Flat Stack  
August/02/2005  
Centerville, Utah



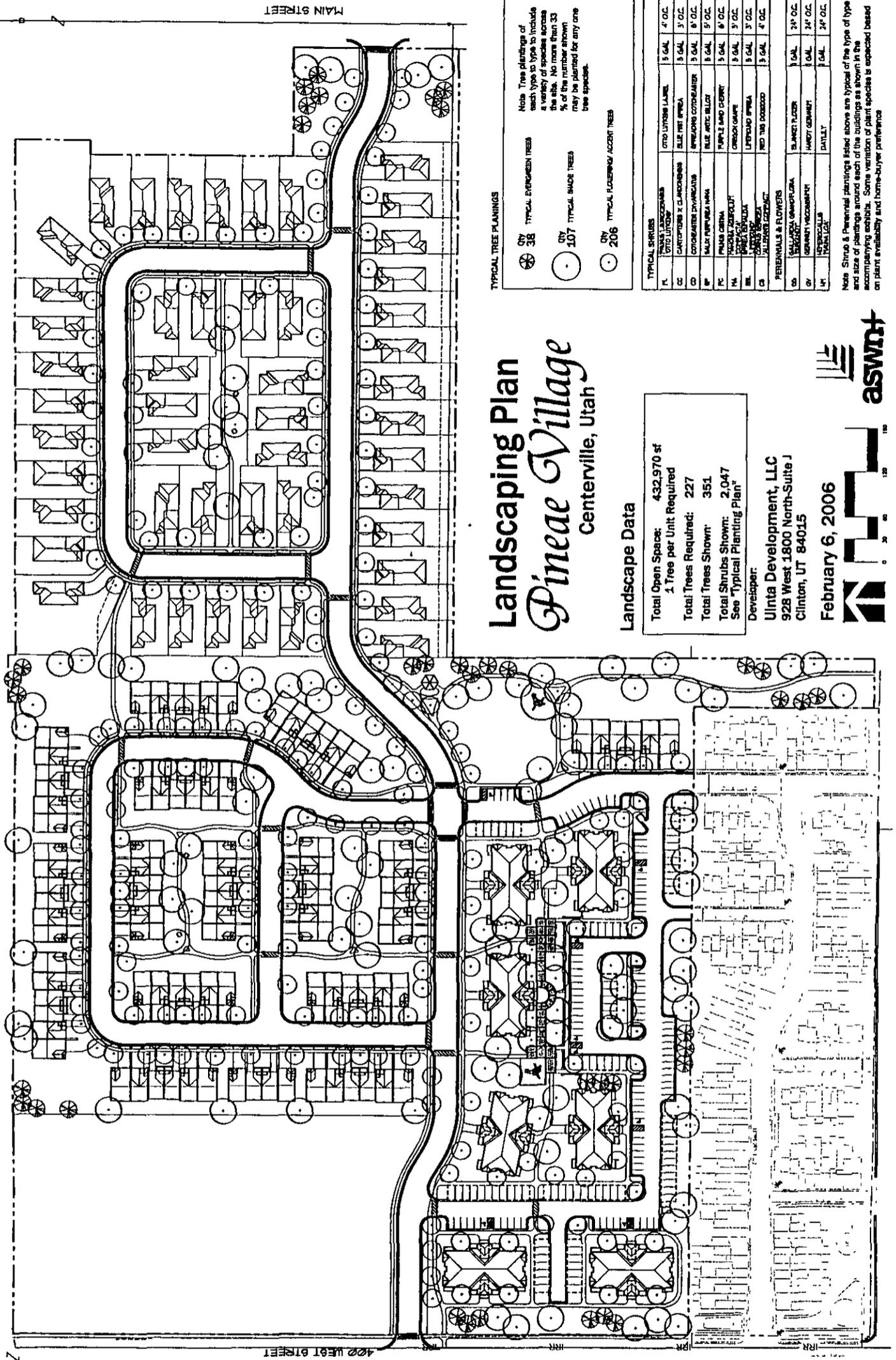
**FRONT ELEVATION**

SCALE 1/8" = 1'-0" (FULL SIZE)  
SCALE 1/8" = 1'-0" (SMALL SIZE)



**SIDE ELEVATIONS**

SCALE 1/8" = 1'-0" (FULL SIZE)  
SCALE 1/8" = 1'-0" (SMALL SIZE)



# Landscaping Plan

## *Pineae Village*

Centerville, Utah

### Landscape Data

Total Open Space: 432,970 sf  
 1 Tree per Unit Required  
 Total Trees Required: 227  
 Total Trees Shown: 351  
 Total Shrubs Shown: 2,047  
 See "Typical Planting Plan"  
 Developer:

Ulnta Development, LLC  
 928 West 1800 North-Suite J  
 Clinton, UT 84015

February 6, 2006



### TYPICAL TREE PLANNINGS

○ TYPICAL EVERGREEN TREES

○ TYPICAL SHADE TREES

○ TYPICAL FLOWERING ACCENT TREES

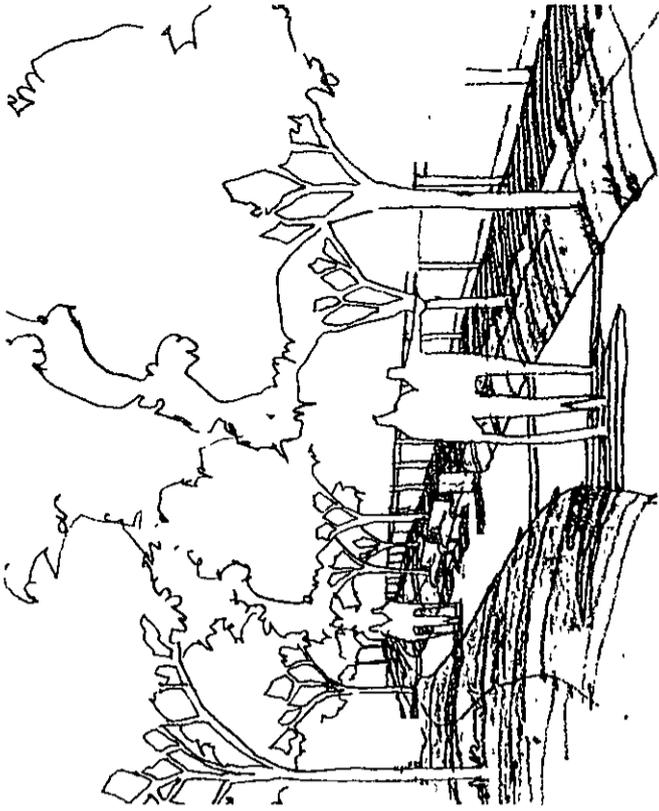
Note: Tree plantings of each type as shown include a variety of species across the site. No more than 33% of the number shown may be planted for any one tree species.

### TYPICAL SHRUBS

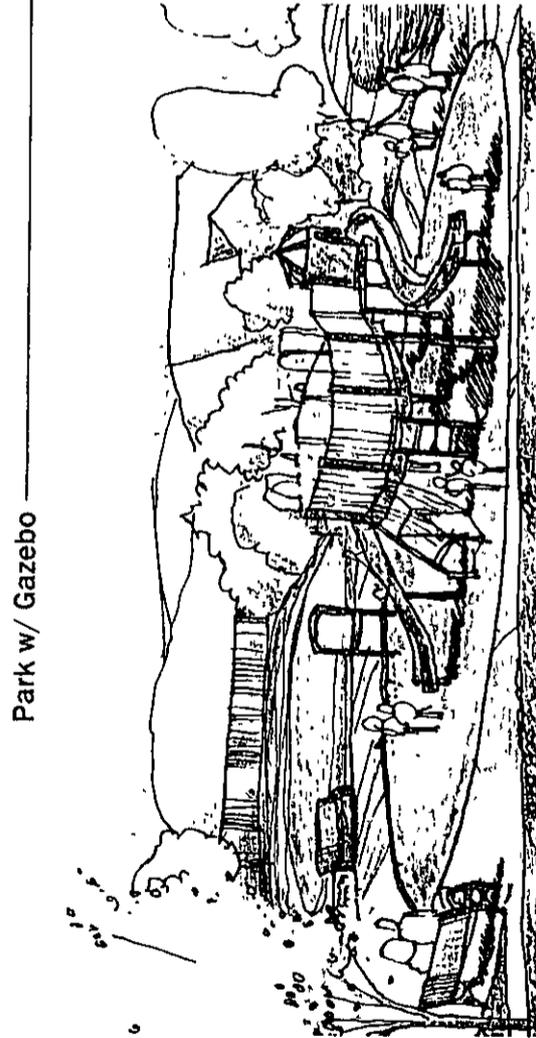
F1	TRUMPET LARICOCARPA	UTD UTROSA LARIL	3 GAL	4' O.C.
CF	CHAMPAGNE X CLAUDOPHYLLA	BLUE TREE HYDRANGEA	3 GAL	3' O.C.
CD	COONHOLEA DIVARICATA	AMERICAN COTONWOOD	3 GAL	6' O.C.
BF	BLACK PIPERERIA NANA	BLUE JAYCE BELLER	3 GAL	5' O.C.
PC	PINKA CERNA	PURPLE SAND CENERT	3 GAL	6' O.C.
HA	HEALTHY ZEPHYRUS	ORANGE GEMMET	3 GAL	3' O.C.
BL	BLACK BERRY	LIFEBLOOM HYDRANGEA	3 GAL	3' O.C.
CR	CRIMSON GEMMET	RED TUB DOGWOOD	3 GAL	4' O.C.
PERENNIALS & FLOWERS				
GD	GALLIUM VANDERLINDIA	BLANCKET FLOWER	3 GAL	24" O.C.
OF	ORANGE FLOUNDER	HONEY GEMMET	3 GAL	24" O.C.
HT	HEALTHY TUB	DAVILY	3 GAL	24" O.C.

Note: Shrubs & Perennial plantings listed above are typical of the type of type and size of shrubs around each of the buildings as shown in the accompanying exhibits. Some variation of plant species is expected based on plant availability and home-buyer preferences.



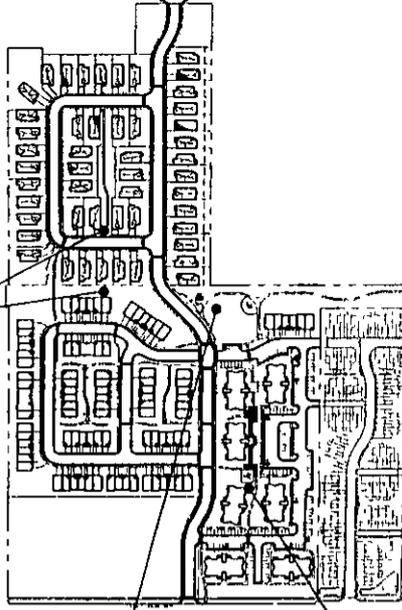


Park w/ Gazebo



Playground

Trails

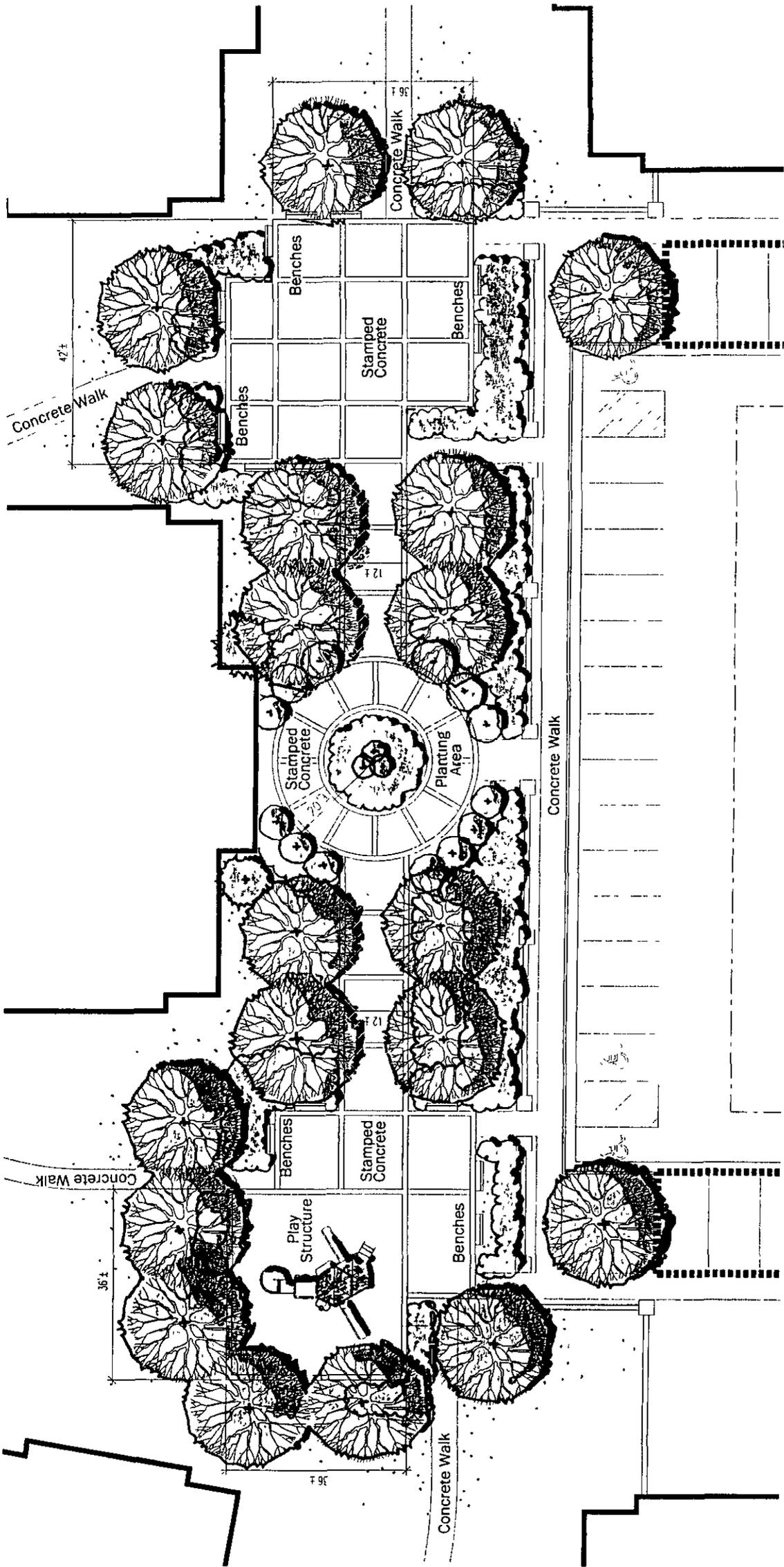


# Site Amenities Plan

Developer  
Ujnta Development, LLC  
928 West 1800 North-Suite J  
Clinton, UT 84015

February 6, 2006





# Urban Plaza Concept

*Pineae Village*  
Centerville, Utah  
August 30, 2005



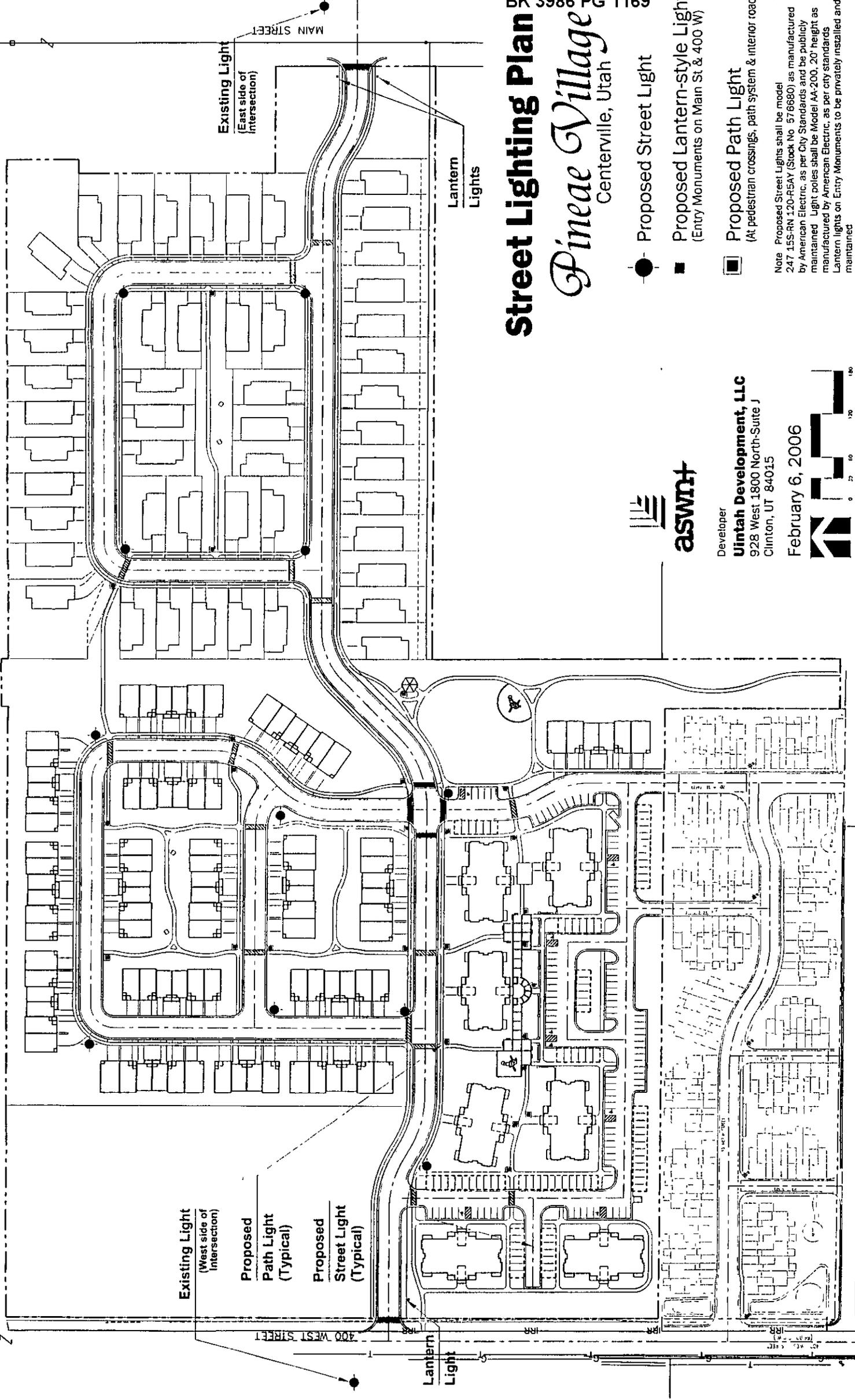
Note: Plaza layout is conceptual and is subject to modification. Final layout to be approved at Final Site Plan approval.

BK 3986 PG 1169

# Street Lighting Plan

## *Pineae Village*

Centerville, Utah



Developer  
**Utah Development, LLC**  
 928 West 1800 North-Suite J  
 Clinton, UT 84015

February 6, 2006



- Proposed Street Light
- Proposed Lantern-style Light  
(Entry Monuments on Main St & 400 W)
- ▣ Proposed Path Light  
(At pedestrian crossings, path system & interior roads)

Note: Proposed Street Lights shall be model 247 15S-RN 120-R5AY (Stock No. 576680) as manufactured by American Electric, as per City Standards and be publicly maintained. Light poles shall be Model AA-200, 20' height as manufactured by American Electric, as per city standards. Lantern lights on Entry Monuments to be privately installed and maintained.

Existing Light  
(West side of intersection)

Proposed Path Light  
(Typical)

Proposed Street Light  
(Typical)

Lantern Lights

Lantern Light

Existing Light  
(East side of intersection)

400 WEST STREET

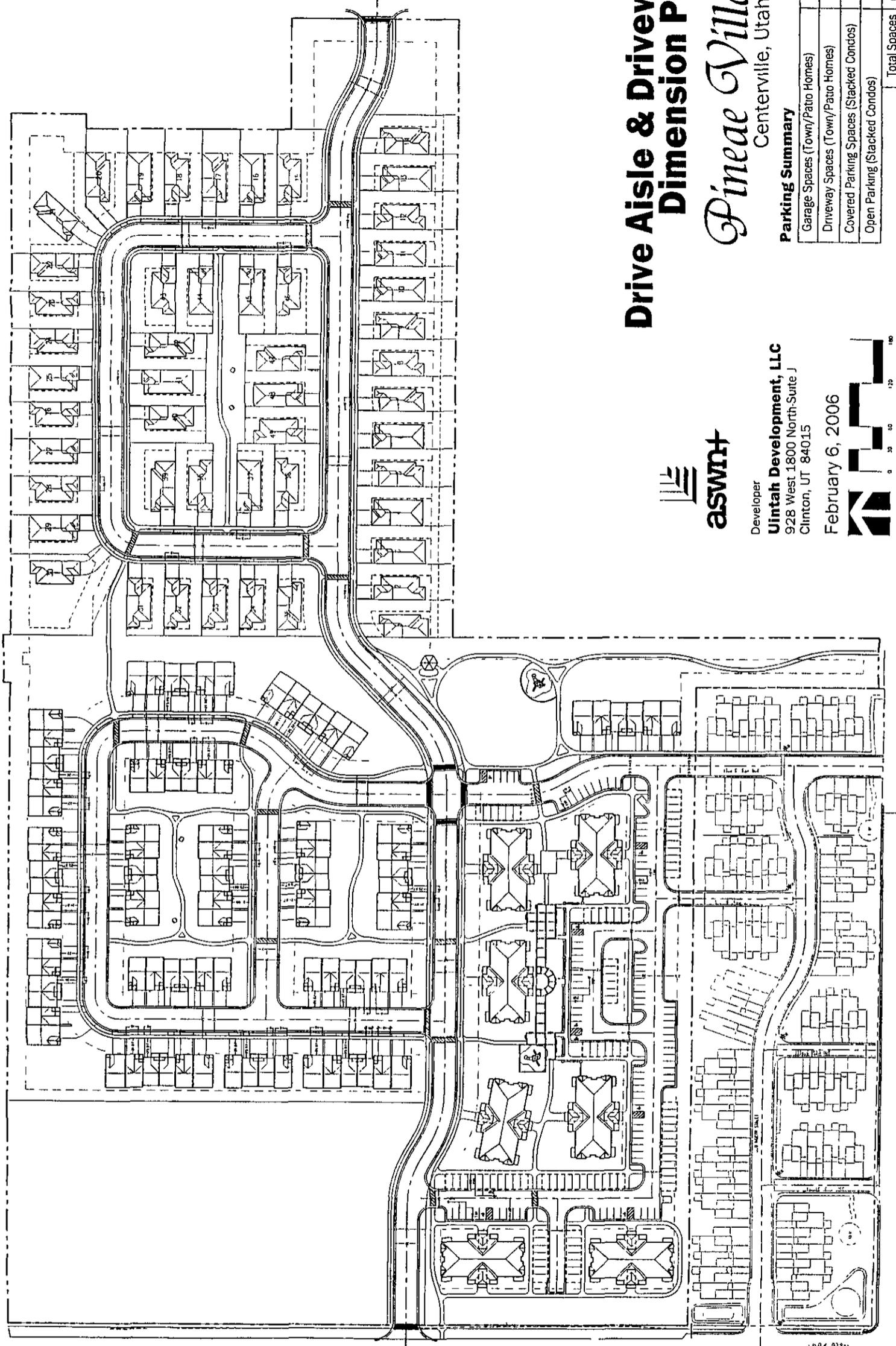
MAIN STREET

# Drive Aisle & Driveway Dimension Plan

## *Pineae Village* Centerville, Utah

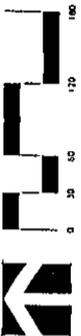
### Parking Summary

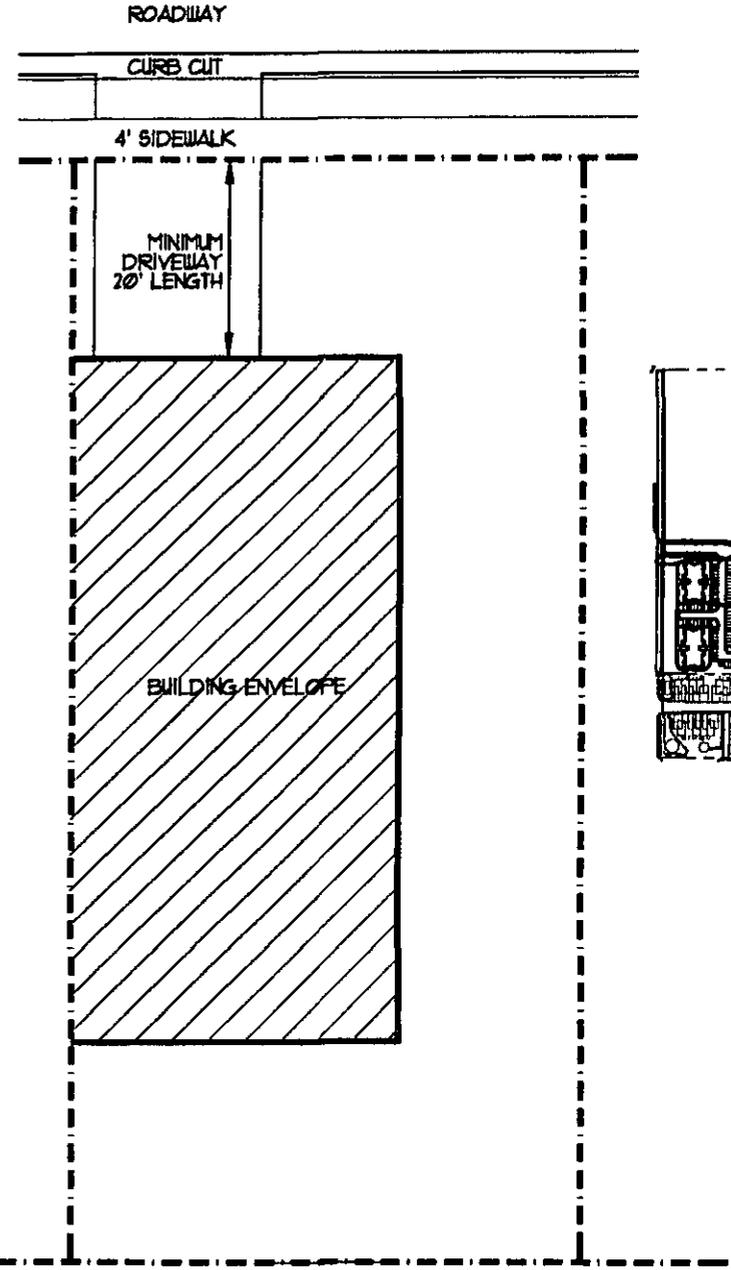
Garage Spaces (Town/Patio Homes)	258 Sp
Driveway Spaces (Town/Patio Homes)	258 Sp
Covered Parking Spaces (Stacked Condos)	84 Sp
Open Parking (Stacked Condos)	90 Sp
<b>Total Spaces</b>	<b>690 Sp</b>



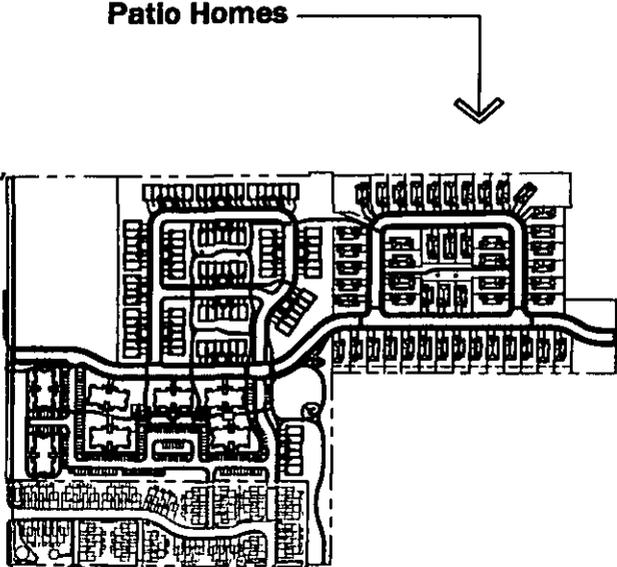
Developer  
**Utintah Development, LLC**  
 928 West 1800 North-Suite J  
 Clinton, UT 84015

February 6, 2006





Patio Homes



# Minimum Driveway Dimensions

Developer:  
 Uinta Development, LLC  
 928 West 1800 North-Suite J  
 Clinton, UT 84015

February 6, 2006



Centerville, Utah



ESI Engineering, inc.  
3500 South Main Suite 206  
Salt Lake City, Utah 84115

Tel. (801) 263-1752  
Fax: (801) 263-1780  
www.esieng.com  
Email: esi@esieng.com

September 14, 2005

Cory Snyder  
Centerville Planning and Zoning Director  
250 North Main  
Centerville, UT 84014

SEP 19 2005

Re: Pineae Traffic Mitigation along Parrish Lane (04-238)

Dear Cory,

Our traffic consultant, PEC, has suggested in a letter dated May 18, 2005, that the new Pineae project pay a proportional share of the future improvements at 400 West and Main Street along the Parrish Lane Corridor based on their impact to these intersections.

This is the break down of the estimated cost based on the same studies used for the Wal-Mart project:

Project #1	Dual southbound left turns at Parrish Lane and 400 West	
	Pineae's share is 10.9% (see the enclosed report)	
	Estimated project cost without property	\$160,650.00
	Pineae's subtotal share	\$17,510.85
Project #2	Proposed Main Street / Parrish Lane Intersection Improvements	
	Pineae's share is 2.7% (see the enclosed report)	
	Estimated project cost without property	\$369,500.00
	Pineae's subtotal share	\$9,976.50
Total Project	Subtotal Project Costs	\$27,487.35
	Contingencies 10%	2,748.74
	<b>Grand Total for Pineae</b>	<b>\$30,236.09</b>



CIVIL ENGINEERING

STRUCTURAL ENGINEERING

LAND SURVEYING

GPS



More detail is available for the cost estimates for each project. Please call me at 263-1752 if you have any questions.

Sincerely,  
ESI Engineering

*Fredric T. Campbell*

Fredric T. Campbell P. E.

CC: Gardner Crane, Steve Thacker, Randy Randall, Gary Horton

## EXHIBIT "N"

### SETBACK AND DEVELOPMENT STANDARDS

#### Setback Standards:

1. Patio Homes Setbacks
  - Front Yards = 20 Feet
  - Street, Side Yards = 20 Feet
  - Side Yards = 16 Feet on one side; zero lot line on the other
  - Rear Yards = 10 Feet
2. Town Homes Setbacks:
  - Front Yards = Minimum 20 Feet
  - Street, Side Yard = 20 Feet
  - Side Yards = Minimum 10 Feet Between Buildings
  - Rear Yards = Minimum 15 Feet
3. Residential Flats Setbacks:
  - Front Yards = Interior Public Streets, Minimum 20 Feet
  - Interior Access/Parking Areas, Minimum 10 Feet
  - Main and 400 West Streets, Minimum, 50 Feet
  - Street, Side Yards = 20 Feet
  - Side Yards = Minimum 30 Feet Between Buildings
  - Rear Yards = Minimum 30 Feet Between Buildings
4. Perimeter Setback for All Main Buildings:
  - Adjacent to other single family development = 30 feet, minimum
  - Adjacent to other types of development = 25 feet, minimum

#### Development Standards:

1. Patio Homes:
  - Full brick, rock or stucco exterior (at least 25% percent brick or rock)
  - Zero lot line sides to be 100 percent brick or rock
  - Aluminum soffit, fascia & full rain gutters
  - Roof pitches to be 5/12 minimum
  - 20-Year architectural shingles
  - Raised panel garage doors with two car garages
  - Dent resistant smooth fiberglass exterior doors or upgraded doors
  - Concrete rear patio
2. Town Homes:
  - Full brick, rock or stucco exterior (at least 25% percent brick or rock)
  - Aluminum soffit, fascia & full rain gutters
  - Roof pitches to be 5/12 minimum
  - 20-Year architectural shingles
  - Raised panel garage doors with single or two car garages
  - Dent resistant smooth fiberglass exterior doors or upgrades
  - Concrete rear patio
3. Residential Flats:
  - Full brick, rock or stucco exterior (at least 25% percent brick or rock)
  - Aluminum soffit, fascia & full rain gutters
  - Roof pitches to be 5/12 minimum
  - 20-Year architectural shingles



May 18, 2005

Mr Fred Campbell  
ESI Engineering c/o Centerville City  
250 North Main  
Centerville, UT 84014

RE: *Traffic Study Analysis - Pineae Nursery Development in Centerville, UT*

Dear Fred,

PEC has reviewed the traffic study documents for the Pineae Nursery development which were submitted. PEC has assessed the following issues regarding the documents to check for accuracy within the traffic study:

1. Project generated Trip Generation and traffic impacts for the Pineae Nursery development
2. Distribution of the project generated traffic
3. Development issues (Pineae)

The calculated project generated Trip Generation numbers presented in the study do follow ITE guidelines and represent fairly accurate numbers. However, the trip generations were calculated using the average rate value and not the fitted curve equation, which is the more accurate of the two methods. The difference in the two methods is between zero and ten percent larger than the reported values, resulting in more trip generations than the report shows.

PEC also evaluated the project generated traffic versus the existing traffic for both 2005 and 2010, which allowed us to obtain a total percentage of project generated traffic impacts at both of the major intersections, 400 West and Parrish Lane, and Main Street and Parrish Lane. As shown in TABLE A, the total percent of increased traffic due to the project is 10.9% at the intersection of 400 W. and Parrish Lane. The other intersection showed a 2.7% traffic increase due to the project. These numbers will help determine a fair amount for the developer to assist the City with for the planned intersection improvements, as the project does impact the two intersections.

TABLE A. Traffic Increases

Intersection	Existing Traffic		Total Traffic		Existing Increase (%)		2010 Background Traffic		2010 Total Traffic		2010 Increase (%)		Total Avg. Increase (%)
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	
400 West and Parrish Lane	332	300	387	329	14.2	8.8	370	348	425	377	12.9	7.7	10.9
	Average Existing Increase				11.5		Average 2010 Increase				10.3		
Main Street and Parrish Lane	705	567	730	580	3.4	2.2	775	638	800	651	3.1	1.9	2.7
	Average Existing Increase				2.8		Average 2010 Increase				2.5		

PEC reviewed the trip origin/destination (O-D) for the Pineae site, and determined that the distribution seems to be in agreement with the original traffic flow of the area. About 45% of the traffic was distributed toward the major freeway in the area, and the other traffic was distributed among the lower capacity city side streets. PEC agreed with the project trip O-D.

**Project Engineering Consultants**

Transportation • Traffic • Roadway • Structural • Geotechnical • Environmental • Water & Sewer • GIS  
3760 South Highland Dr, Suite 507, Salt Lake City, Utah 84106 (801) 273-3366 Fax (801) 273-3466



The Pineae development has a proposed street (700 North) running through the center of the development in the east/west direction. This creates two new intersections in the development. In the past, PEC has found the best traffic calming device for this type of roadway is to install stop signs at the intersections. Other devices such as speed humps are maintenance issues and become problems for emergency vehicles. Stop signs are regulatory and mandatory, and will require slower vehicle speeds in the long run, as the intersections are close and gaining speed between the intersections will be difficult. These stop signs will also provide a safer crossing for pedestrians across 700 North. PEC also suggests posting a 25 mile-per-hour speed limit for safety on this road, as it is a residential area.

Project generated traffic shows a low volume of left turning movements into and out of the project. The volumes would generate an anticipated two to three vehicles per minute, which should be plenty of time for a safe left turn movement. Thus, the existing two-lane striping on both 400 West and should be sufficient for the project needs.

If you have any questions or problems, please feel free to contact me.

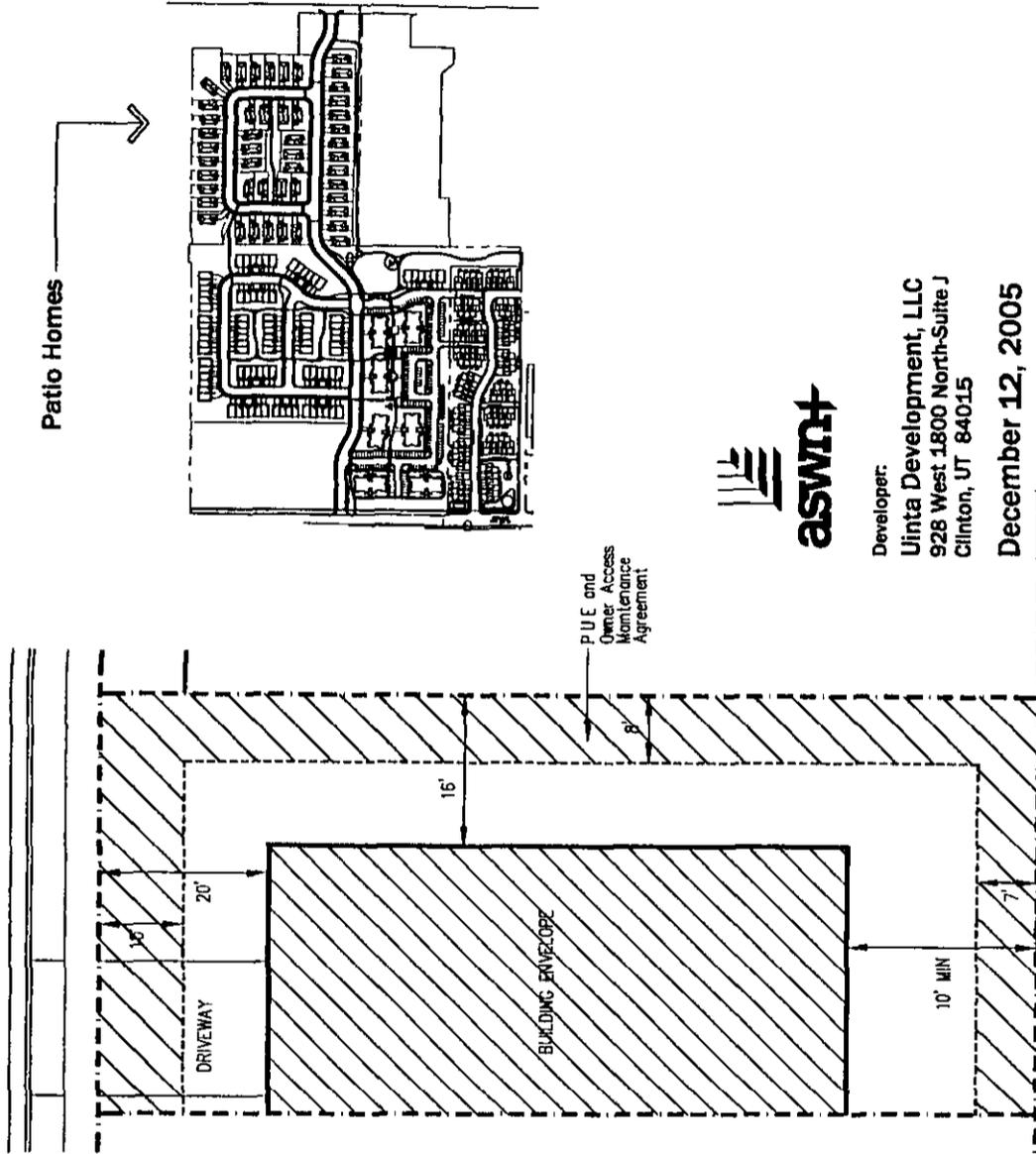
Respectfully,  
Project Engineering Consultants

Gary Horton, PE  
Manger

Cc: File (U:\2005\UT 5018 Centerville TIA Review\01-Pineae\Centerville City letter 05-18-05.doc)

Project Engineering Consultants

Transportation • Traffic • Roadway • Structural • Geotechnical • Environmental • Water & Sewer • GIS  
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Developer:  
 Uinta Development, LLC  
 928 West 1800 North-Suite J  
 Clinton, UT 84015

December 12, 2005



Patio Homes

# Public Utility Easement

# Phasing Plan

## *Pineae Village*

Centerville, Utah

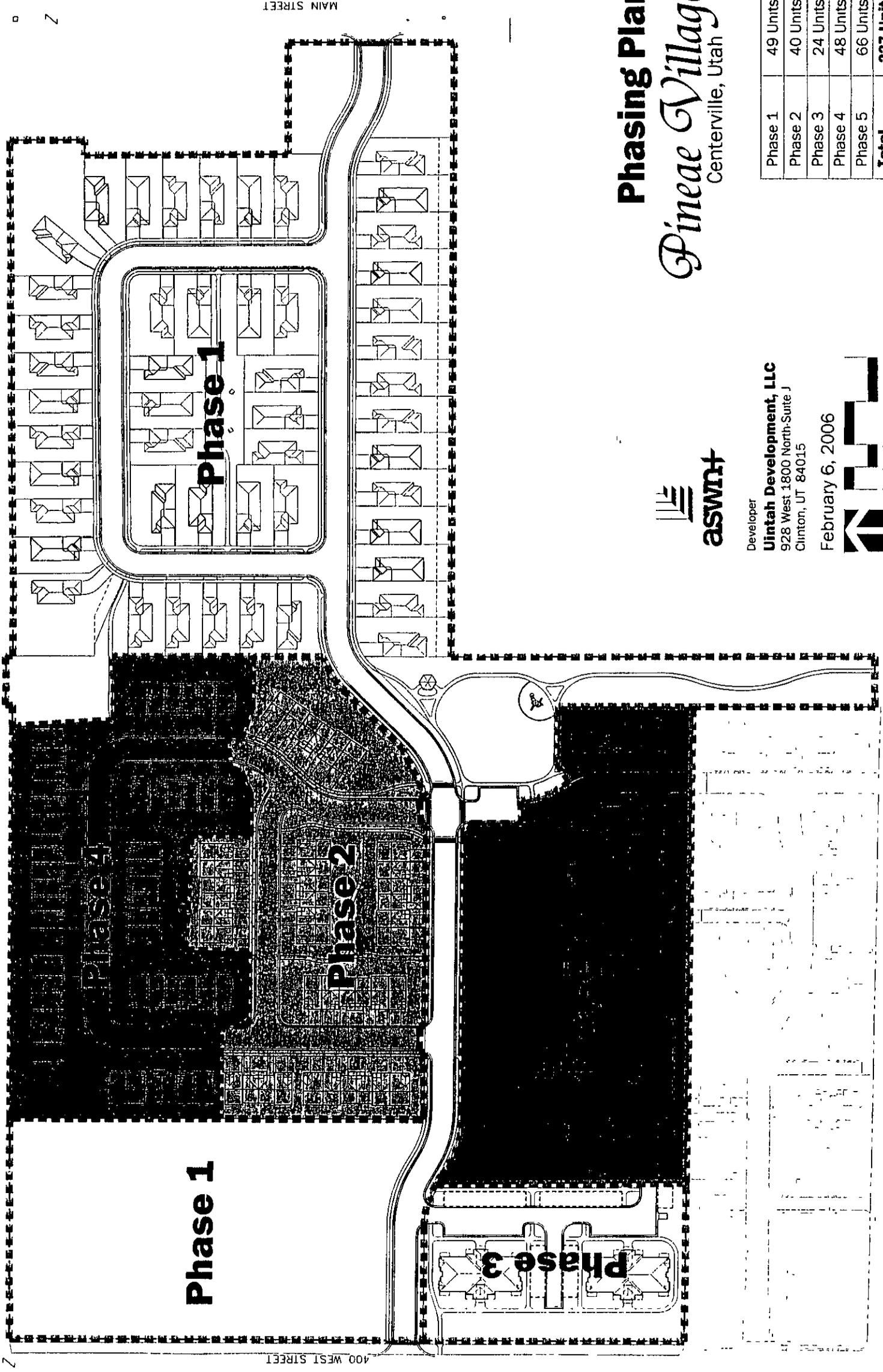


Developer  
**Uintah Development, LLC**  
928 West 1800 North Suite J  
Clinton, UT 84015

February 6, 2006



Phase 1	49 Units
Phase 2	40 Units
Phase 3	24 Units
Phase 4	48 Units
Phase 5	66 Units
<b>Total</b>	<b>227 Units</b>



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**PINEAE VILLAGE  
SITE REMEDIATION PLAN**

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Prepared for  
**UINTA DEVELOPMENT, LC**  
Clinton, Utah

Revised  
January 2006

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Prepared by  
**EARTHFAX ENGINEERING, INC.**  
Engineers/Scientists  
Midvale, Utah  
*www.earthfax.com*



Pineae Village  
Centerville, Utah

Site Remediation Plan  
Revised January 6, 2006

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- Figure 1. Pineae Nursery Areas of Concern
- Figure 2. Site Development Plan and Areas of Concern
- Figure 3. Cross Section of Pineae Village French Drain

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- Appendix A – Property Description
- Appendix B – Timing of Composting Activities

Pineae Village  
Centerville, Utah

Site Remediation Plan  
Revised January 6, 2006

## PINEAE VILLAGE SITE REMEDIATION PLAN

### 1.0 INTRODUCTION

Pineae Village is a residential planned development proposed for construction on approximately 29.97 acres of real property located at 675 North Main Street, Centerville, Utah, as more particularly described in Appendix A, attached hereto and incorporated herein by this reference (the "Property"). Pineae Nursery, a wholesale commercial nursery that has operated at the site since 1958, currently occupies the Property. During initial planning for development of the Property, several environmental and geotechnical investigations and reviews were conducted to assist in the Property transfer process and as required in conjunction with the development application, review and approval process. These included the following:

- IHI Environmental (November 29, 2004) – Phase One Environmental Site Assessment, Pineae Nursery, 675 North Main, Centerville, Utah
- IHI Environmental (January 5, 2005) – Site Investigation Report, Pineae Nursery, 675 North Main Street, Centerville, Utah
- Applied Geotechnical Engineering Consultants (January 18, 2005) – Geotechnical Investigation, Proposed Residential Development, "Pineae Greenhouse Site," 675 North Main Street, Centerville, Utah
- Intermountain GeoEnvironmental Services (February 3, 2005) – Pineae Greenhouse Development, Report Review, Centerville, UT
- Applied Geotechnical Engineering Consultants (January 18, 2005) – Geotechnical Consultation, Proposed Pineae Village Subdivision, Approximately 700 North Main Street, Centerville, Utah
- IHI Environmental (March 11, 2005) – Additional Groundwater Sampling, Pineae Nursery, Centerville, Utah
- IHI Environmental (April 19, 2005) – Results of Methane Monitoring, Pineae Nursery, Centerville, Utah
- IHI Environmental (May 3, 2005) – Comprehensive Site Investigation Report, Pineae Nursery, 675 North Main Street, Centerville, Utah
- IHI Environmental (May 11, 2005) – Re-analysis of Soil Samples for Herbicides, Pineae Nursery, Centerville, Utah

As summarized in the Comprehensive Site Investigation Report prepared by IHI Environmental (May 3, 2005), three areas of potential environmental concern have been identified on the Property. These can be generally described as follows:

- The nursery historically disposed of waste compost, concrete, and minor amounts of other debris in on-site trenches that were subsequently covered with soil. High methane concentrations exist in the soil gas within and above these trenches due to decomposition of the organic matter.
- One soil sample collected in April 2005 from a former underground storage tank location contained concentrations of petroleum hydrocarbons in excess of

Pineae Village  
Centerville, Utah

Site Remediation Plan  
Revised January 6, 2006

recommended cleanup levels promulgated by the Utah Division of Environmental Response and Remediation.

- Septic tanks and leach fields remain on site from past operations.

In addition to these areas of potential environmental concern, the waste compost trenches also present a geotechnical concern since the bearing capacity of this material is low relative to the adjacent native soil. Finally, a house that formerly existed on the Property near the east entrance to the site was demolished several years ago, with the resulting debris pushed into the former basement. This may present a geotechnical concern if load-bearing structures are built on this location.

A map of the Property showing the general locations of these areas of environmental and/or geotechnical concern is provided in Figure 1. In addition, although unlikely given the extensive investigations that have been conducted to date, it is possible that other areas of environmental or geotechnical concern may be discovered during development of the Property. The purpose of this document is to outline a plan to remediate the known areas of concern and to address steps that will be taken if additional areas of concern are discovered during development of the Property. For purposes of this remediation plan, "development" shall be considered any activities conducted on the Property, including, but not limited to, grading, excavating, remediation activities, installation of public improvements or utilities, and construction of any buildings, structures or other facilities and improvements on the Property.

This remediation plan covers all of the Property described in Appendix A. EarthFax Engineering, Inc. prepared the plan for Uinta Development, LC ("Uinta Development" or "Developer") in conjunction with Uinta Development's application to Centerville City for zoning and development approvals for the Property. EarthFax Engineering, Inc. hereby acknowledges and represents that it is qualified to opine on and recommend the measures necessary for appropriate remediation of the Property for residential development. EarthFax Engineering, Inc. further acknowledges and represents that, to the best of its knowledge and expertise, this remediation plan complies with applicable local, State, and Federal laws, regulations, and ordinances regarding the matters proposed and represented herein.

## 2.0 WORK PLAN

At the request of Centerville City, EarthFax contacted the Utah Department of Environmental Quality ("DEQ") about remediating the Property under the Voluntary Cleanup Program administered by DEQ. DEQ indicated that this program is normally intended for those sites that are contaminated with hazardous or controlled substances. Although the Voluntary Cleanup Program is available for remediation of the Property, since the Property does not appear to be contaminated with hazardous or controlled substances, Uinta Development has determined not to conduct remediation of the Property under the Utah Voluntary Cleanup Program.

The areas of known environmental or geotechnical concern on the Property are overlain on the proposed site plan in Figure 2. This figure also indicates planned phasing of site development, which will occur only as certain aspects of this remediation plan are completed

Pineae Village  
Centerville, Utah

Site Remediation Plan  
Revised January 6, 2006

(see Section 2.7 of this plan). No remediation will begin until appropriate State, Federal, and local permits are obtained (including excavation and demolition permits from Centerville City and approvals/permits from Davis County). In addition, site development will not begin until all waste has been removed from the compost trenches and this waste removal has been independently verified, as outlined below. It is acknowledged and recognized that further site plan and subdivision approval and/or recording will not occur and no building permits will be issued by Centerville City until and unless remediation is completed and verified in accordance with this remediation plan. Unta Development shall grant and provide access to the Property to local, State, and Federal agencies as required for them to conduct reviews, testing, etc.

All work conducted under this plan shall be paid for by Developer and shall be performed by a qualified and Utah-licensed contractor and overseen by a qualified engineer. Information regarding the individuals and/or companies used for these purposes will be submitted to Centerville City for approval prior to beginning the work. Subcontractors used in the work will be qualified to perform their specific tasks and a qualified engineer shall oversee all their work.

## 2.1 Compost Trenches

Historic operations of the nursery on the Property resulted in the generation of organic material (e.g., compost, plant cuttings, etc.) that was buried in on-site trenches. These trenches were active until 1991, with no waste placed on site since that time (see Appendix B). Having ceased operation prior to 1993, the trenches are grandfathered under the State landfill closure regulations and statute. Several trenches were excavated in the general area outlined in Figures 1 and 2, with individual trenches typically running east to west and being up to 15 to 20 feet deep, approximately 20 feet wide, and spaced about 10 to 15 feet apart. To prevent floatation of the organic material in groundwater encountered in the trenches, broken concrete was typically placed on top of the materials prior to covering each trench with local soil.

The organic material hinders Property development through the generation of methane as the organics decompose and by reducing the bearing capacity of the soil. To eliminate these concerns, all organic waste will be excavated from the trenches under this remediation plan. Since the depth to groundwater on the Property is generally less than 5 feet in the area of the trenches, a dewatering system will be installed to intercept groundwater that flows toward the trenches. This system will consist of either a French drain or a series of dewatering wells. The system will initially be installed on the east side of the trenches and may be expanded to other sides if needed to adequately capture inflowing groundwater.

If a French drain is used, it will be excavated to a depth of 12 to 15 feet below existing grade. The drain will consist of nominal 6-inch diameter, fabric-wrapped perforated drainpipe installed in a pea-gravel bed (see Figure 3). The pea gravel will consist of 1-inch minus material and will extend from the bottom of the drain to a depth of about 4 feet below existing grade. The remainder of the trench will be backfilled with soil originally excavated from the trench. One or more manholes will be installed at an appropriate location in the drain, with the drainpipe extending through the manhole(s). Water will be pumped from the manhole(s) to Parrish Creek as described below. The void space between the drainpipe and the manhole will be grouted using a non-shrink grout or through the use of a manhole connection manufactured for that

Pineae Village  
Centerville, Utah

Site Remediation Plan  
Revised January 6, 2006

purpose by the pipe manufacturer. The manhole will rest on a minimum of 6 inches of pea gravel, and care will be taken to ensure that the connection of the drainpipe to the manhole is properly supported by pea gravel. All installation methods will be in accordance with the manufacturer's instructions.

If dewatering wells are used, these will be installed either as drilled wells or as driven well points to an anticipated depth of about 15 to 20 feet. If drilled wells are installed, these will be completed with a sand filter pack to minimize sediment contributions. Such a filter pack will not be necessary in the case of driven well points. Water will be removed from the wells using either centrifugal, submersible, or vacuum pumping systems, with discharge piping manifolded as appropriate to permit efficient operation.

In addition to the dewatering methods outlined above, sump pumps will be used to dewater the trenches during excavation. To minimize the sediment content of that water, a 3- to 6-inch layer of clean pea gravel will be placed on the floor of the excavation beneath and near the sump pump, thereby filtering the water prior to removal from the trench.

All water removed from dewatering operations will be pumped to Parrish Creek, in accordance with a discharge permit that the Developer will obtain from the Utah Division of Water Quality. It is anticipated that water removed from the French drain and/or well points will be free of sediment and, therefore, will not require settling prior to discharge to Parrish Creek. However, if needed to meet permit requirements, the water removed from the dewatering system and water removed from the trench sumps will be pumped to a temporary holding tank or settling basin prior to discharge to Parrish Creek. If a holding tank is used, it will be a Baker open/closed top or equivalent (typically used at construction sites for runoff control, with a capacity of 4,000 to 20,000 gallons, depending on the unit). If a settling basin is used, it will be constructed with a minimum capacity of 4,000 gallons, lined with polyethylene sheeting (6-mil minimum thickness), and fenced with a high-visibility warning barrier fence for safety. In either case, inflow and outflow points will be at opposite ends of the tank/basin to increase settling effectiveness. Assuming a discharge rate of 20 gallons per minute, a 4,000-gallon tank/basin will provide a holding time of over 3 hours. At a discharge rate of 60 gallons per minute, the holding time in a 4,000-gallon tank/basin will be over 1 hour.

Whether settling tanks or basins are used, it is anticipated that two will be established in conjunction with this project – one on the east side of the excavation area and one on the west side, both adjacent to the Parrish Creek culvert. Water will be discharged from the dewatering system and tank/basin in a manner that minimizes sediment contributions to Parrish Creek. The method of discharge will be in accordance with applicable local permits and regulations as well as the permit that the Developer will obtain from the Utah Division of Water Quality. The Developer will also consult with and obtain any required permits from Davis County regarding discharges to Parrish Creek. Immediately following completion of dewatering activities, Developer will close and remove the dewatering system in accordance with applicable State and local laws, ordinances, and regulations.

No substantial areas of groundwater contamination were discovered during the environmental investigations of the Property delineated on page 1 of this remediation plan. Although one location of elevated benzene concentration was noted, no general areas of

Pineae Village  
Centerville, Utah

Site Remediation Plan  
Revised January 6, 2006

groundwater contamination appear to exist. Furthermore, groundwater within and adjacent to the trenches did not exhibit problematic concentrations of any constituents. Hence, it is expected that water discharged to Parrish Creek during remediation activities will be of similar chemical quality to that which exists in shallow groundwater throughout the area.

Water discharged to Parrish Creek during the remediation effort will be monitored in accordance with the permit obtained from the Utah Division of Water Quality as well as any other State, federal and local permits and regulations. Unless more stringent requirements are dictated by the discharge permit(s), a minimum of one water sample will be collected during each of the first two days of dewatering operations. These samples will be collected at the discharge from the holding tank/basin and tested on a rush basis for benzene, arsenic, and total suspended solids. Results of these tests will be provided to Centerville City within 1 business day of receipt, along with recommendations for changes to the settling system if deemed necessary based on a review of the data. Additional testing will be in accordance with the discharge permit(s). It is also recognized that local and State regulatory agencies may sample the discharge water.

The box culvert that contains Parrish Creek crosses the site through the general area of the compost trenches. Care will be taken to ensure that the creek is contained during excavation of the materials near box culvert. This may require installation of a temporary culvert to re-route the creek during excavation, tying each end of that temporary culvert into the existing box culvert. Once the box culvert is exposed, a plan for ensuring proper containment of the creek will be developed for review and approval by Centerville City and Davis County prior to implementation. Developer shall return the box culvert containing Parrish Creek to its proper alignment.

Material excavated from the trenches will either be hauled off site or processed for re-use on site. If hauled off site, the material will be disposed of at a location outside the Centerville City limits. If excavated material is hauled off site, the material will be loaded onto trucks and hauled directly off site, without additional on-site processing. All off-site transportation and disposal of material shall comply with applicable local, State, and Federal regulations

If processed on site, the material will be screened to separate the fine-grained, composted organics from larger concrete and other debris. If the moisture content of the organic material is initially too high to permit efficient screening, it will be stockpiled, allowed to drain, and then screened. No methane-related impacts are anticipated from the stockpiled organic material since the material will become progressively more aerobic as it drains (thereby minimizing methane generation) and since methane dissipates rapidly in open air. However, it is anticipated that some odor will be generated as the compost is initially exposed and removed from the trenches. This odor, which is typical of anaerobic organics, will decrease rapidly as the compost dries and becomes more oxygenated. Hence, odor impacts to surrounding residences will be minimized as the material is screened and otherwise handled (thereby introducing oxygen). Furthermore, fine-grained compost that is retained on site for more than a few days will be stockpiled to a depth no greater than about 2 feet until it dries and the odor is reduced through the infusion of oxygen.

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If processed on site, the screened organics will be stockpiled for use on site as a landscaping soil amendment, in nonstructural berms, etc. Concrete that is removed from the trenches will be stockpiled for subsequent on-site use or disposal, as outlined below. Plastic, metal, wood, and other debris that is screened from the compost will be separated from the concrete, stored temporarily in roll-off bins, and disposed of at an appropriate off-site landfill. If any encountered material is suspected of being contaminated (e.g., drums labeled as containing potentially hazardous waste), the City will be notified and the material will be sampled, stockpiled on site on an impermeable liner, and covered. Once the analytical results are received, the suspect waste will be disposed of at an appropriate off-site landfill in accordance with Utah Department of Environmental Quality regulations, with the final disposal location being chosen based on the analytical results. If the material is deemed to be hazardous (based on the analytical results), handling and disposal will comply with applicable Federal, State, and local regulations. Non-hazardous, excavated materials to be used on site or shipped off site shall not be stockpiled on the Property for longer than 6 months.

If processed and retained on site, concrete from the trenches and from existing floor slabs associated with the nursery will be placed back in the trenches or crushed on site for use as structural fill beneath footings, floor slabs, and roads. It is estimated that approximately 100,000 ft<sup>2</sup> of concrete exists in on-site floors and sidewalks. With an average thickness of 4 inches, this concrete represents a quantity of approximately 1,230 yd<sup>3</sup>. It is further estimated that the maximum surface area of the on-site disposal trenches is 61,200 ft<sup>2</sup> and that the concrete was generally placed to a depth of 1 to 2 feet in the trenches. With an average thickness of 1.5 feet, this concrete represents a quantity of 3,400 yd<sup>3</sup>. Hence, the total estimated quantity of on-site concrete is 4,630 yd<sup>3</sup>.

If this concrete is hauled directly off site, it will be loaded onto trucks and hauled without further processing. If processed for on-site use, the concrete will be crushed using a portable crushing plant. Crushed concrete with a maximum particle size of 2 inches may be used below footings and floor slabs, while that with a maximum particle size of 1½ inches may be used as sub-base beneath roads. If the crushed concrete is to be used as structural backfill, it may be augmented with local and/or imported soil if needed to meet Centerville City specifications and the recommendations of Applied Geotechnical Engineering Consultants (2005), depending on the final gradation of the crushed material. Based on a throughput of 150 tons/hr, this quantity of concrete can be crushed in approximately 31 equipment hours. Given down time for maintenance and material handling, it is estimated that crushing will extend over a period of 1 to 2 weeks. The crusher will be set up in a location that is convenient to the material being crushed (i.e., the concrete removed from the trenches and the greenhouse floors). Potential crusher locations are noted on Figure 2. Other locations may be chosen to optimize operations while minimizing the number of temporary concrete stockpiles and attempting to leave the crusher in one location during its period of use. In any case, the crusher will not be located closer than 300 feet from a residence or business. To minimize the need to mobilize the crusher more than one time for the relatively short duration of its use, concrete to be crushed will be stockpiled adjacent to the crusher location until processed.

If concrete is crushed on site, noise impacts to adjacent property owners during crushing will be minimized by installing a temporary noise curtain around the crusher during its operation. Noise curtains are standard construction features that consist of a durable, flexible composite

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material with a noise barrier layer bonded to a sound-absorptive material on the construction-activity side of the curtain. When installed according to the manufacturer's instructions, installation is straightforward and requires no special skills or engineering oversight. Noise curtains will be installed with the sound-absorptive surface facing the concrete crusher. If any holes or gaps occur in the curtains, these will be promptly repaired or replaced. The crusher is expected to generate a noise level of approximately 85 to 95 decibels (see [http://ops.fhwa.dot.gov/wz/workshops/accessible/Schexnayder\\_paper.htm](http://ops.fhwa.dot.gov/wz/workshops/accessible/Schexnayder_paper.htm)). Noise curtains can reduce this level by about 15 decibels ([www.allnoisecontrol.com/products/AcousticBlanket-Construction.cfm](http://www.allnoisecontrol.com/products/AcousticBlanket-Construction.cfm)), resulting in a moderated noise level of 70 to 80 decibels outside of the curtain. As a comparison, the noise generated by conversation in a restaurant is typically about 60 decibels, the noise experienced about 50 feet from the edge of a freeway is about 75 decibels, and the noise generated by a home garbage disposal is about 80 decibels (see [www.chem.purdue.edu/chemsafety/Training/PPETrain/bdlevels.htm](http://www.chem.purdue.edu/chemsafety/Training/PPETrain/bdlevels.htm)). Noise disturbances to surrounding residences during site remediation activities will be further limited by not operating the crusher outside of the hours of 7:00 am to 7:00 pm. Furthermore, in accordance with Centerville City Ordinance No. 93-31, no excavation, concrete removal, construction work, or other activities associated with this remediation plan will occur on site between the hours of 9:00 pm and 6:00 am.

If concrete is crushed on site, dust impacts will be minimized by operating the crusher in accordance with a permit issued by the Utah Division of Air Quality. Furthermore, the crusher will be located on the west side of the trenches near the center of the property, allowing distance to also lessen noise and dust effects. Dust impacts from general site work will be minimized by watering the soil as needed.

During the period that trenches remain open, a high-visibility warning barrier fence or a temporary contractor's chain-link fence will be installed in accordance with the manufacturer's instructions around all sides of the open trench. If high-visibility fencing is used, the material will have a maximum nominal opening dimension of 2 inches and a nominal fence height of 4 feet. If chain-link fencing is used, it will have a nominal height of at least 6 feet. At least one flashing barricade will be installed on each side of the fencing system, just outside of the barrier fence.

Broken concrete that is not hauled off site or processed and used on site will be buried in the trenches where non-structural backfill is allowed, prior to backfilling with soil. Concrete to be placed back in the trenches will be reduced to a maximum dimension of 24 inches. The concrete will be placed in a manner that minimizes void spaces. No broken concrete will be placed back into a trench closer to the edge of a proposed building or road than the depth to which the concrete is buried. A survey will be completed identifying all areas where uncrushed concrete is reburied in the trenches. No State solid waste regulations exist that precludes the burial of concrete back into the trenches. Furthermore, no State solid waste permits pertain to excavating the trenches or processing the composted materials.

In future load-bearing areas, the remainder of the trenches will be backfilled as recommended by Applied Geotechnical Engineering Consultants (2005). Sections of a trench that are not in load-bearing areas will be backfilled with soil generated from on-site grading activities or with common soil imported from off-site locations. No soil will be backfilled under streets, buildings, etc. where structural fill is required unless that soil meets appropriate City

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standards and/or the recommendations of Applied Geotechnical Engineering Consultants (2005), whichever is more stringent. All backfilling, particularly under city streets and utilities, will be coordinated with Centerville City Engineering to ensure that gradation and compaction are consistent with city ordinances. Furthermore, all geotechnical testing (e.g., gradation, Proctor, compaction) will be under the direction of Centerville City, paid for by the Developer. Prior to backfilling any trench, the Developer's engineer will issue a certification in accordance with section 2.5 that all waste has been removed from the trench and that combustible gas concentrations in the excavated trenches do not exceed 5% of the lower explosive limit.

Backfilling of each trench will not occur until measurements of the air space in the trench verify that combustible gas concentrations are less than 5% of the lower explosive limit (as measured by a combustible gas indicator). This concentration was established following a review of U.S. Environmental Protection Agency standards for methane generated by municipal solid waste facilities (which require that methane concentrations not exceed 25% of the lower explosive limit in facility structures [see 40 CFR 258.23(a)(1)]) and a review of combustible soil gas hazard mitigation standards developed by the Orange County, California Fire Authority (which require implementation of forced-air venting in a structure where the methane concentration exceeds 20% of the lower explosive limit [see Guideline C-03, Submittal Requirements, article 4.E]). A factor of safety is provided in the 5% limit proposed herein. If any measurements are collected that indicate the proposed standard has not been met, additional remediation will be performed as necessary.

## 2.2 Underground Storage Tank Area

Three underground storage tanks were removed from the property in 1989. Following a review of the data, the Utah Division of Environmental Response and Remediation ("DERR") indicated that they would not require further action at the site. However, one sample collected from the former tank location in April 2005 contained total petroleum hydrocarbon concentrations in excess of recommended cleanup levels promulgated by DERR. Although the site was "clean closed" by DERR, the small quantity of contaminated soil remaining at the location will be removed prior to site development.

Soil will be excavated from the vicinity of location BH-24 (the contaminated soil sample collected recently by IHI Environmental [2005]). During excavation, periodic samples of the unexcavated soil will be collected and checked for the presence of hydrocarbons by placing soil in a foil-covered glass jar, leaving a few inches of air space. The sample in the glass jar will sit for several minutes at ambient temperature and the headspace of the glass jar will be monitored in the field with a flame ionization organic vapor analyzer ("OVA"). Once excavation has proceeded to the point that the OVA data indicate that all contaminated soil has been removed, two samples of the unexcavated soil (one from the side wall and one from the bottom of the excavation) will be collected and submitted for laboratory analyses of total petroleum hydrocarbons (gasoline- and diesel-range organics). All excavated soil will be disposed of at a State-approved off-site location.

If the laboratory analytical results indicate that hydrocarbon concentrations in the soil are below DERR recommended cleanup levels, the site will be considered clean. If the laboratory data indicate that the cleanup levels have not been achieved, additional soil will be excavated

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and the excavation will be re-sampled, as outlined above, until the DERR cleanup levels have been achieved.

### **2.3 Septic Tanks and Leach Fields**

IHI Environmental (2005) identified septic tanks/leach fields on the Pineae site at the locations noted on Figure 1. The septic tanks will be disconnected from the building sewers during site demolition. Wastes that remain in the tanks will be pumped out. The tanks will then be removed from the ground and disposed of in accordance with regulations promulgated by the Utah Division of Water Quality (R317-4-2.7). Any leach field piping that is within 2 feet of the final grade surface will also be removed and disposed of.

### **2.4 Other**

Intermountain GeoEnvironmental Services (2005) recommended that the former "Grandma Gold" residence be addressed in this remediation plan. This residence, which was formerly located near the Main Street entrance to the site (Figure 1), was demolished in place by pushing the walls into the basement. The location of the former residence has been used since that time as a parking lot for Pineae Nursery. IHI Environmental (2005) noted no environmental concerns with the property.

The exact location of the former house will be established by excavating shallow trenches to locate the former foundation. Once located and surveyed, the location will be indicated on the final plat and in the covenants, codes, and restrictions associated with the site. If the final site plan indicates that this section of land will be maintained as open area, the house material will be left in place to the extent that it does not impact the development. If final site plans indicate that load-bearing structures (i.e., buildings or roads) will be built over the material, the material will be removed from the site as needed to accommodate those plans. Any material thus removed will be disposed of at an appropriate off-site location. No asbestos is known to have existed in the house at the time of its demolition. If, however, asbestos is discovered in the house debris, it will be handled in accordance with applicable local, State, and Federal regulations.

A qualified engineer or geologist will observe all excavations on the site not specifically associated with the remediation plan (i.e., utility excavations, foundation excavations, etc.). Any non-native material encountered in these excavations will be noted and reported to the City. Remediation of the newfound concern will proceed under verbal approval from the City, in accordance with this existing plan, if possible. However, if needed due to the type of material encountered, the following steps will be taken:

- Submit an addendum to this plan indicating the approach that will be taken to remediate the newfound concern.
- Receive approval from Centerville City (and other agencies, if necessary) to proceed as outlined in the new plan.
- Implement the new plan.

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- Provide certification to the City that the item was remediated in accordance with the new plan.

Best management practices will be implemented at all locations where non-native materials are encountered, in consultation with City personnel. Depending on the material being encountered, this may include overexcavation and recompaction of the same material, removal of the material and importation of off-site fill, off-site disposal of the material, etc. All backfilling and compaction will be in accordance with the recommendations of Applied Geotechnical Engineering Consultants (2005) and Centerville City standards.

The initial Phase I environmental site assessment of the property (IHI Environmental, 2004) identified six working water wells and one abandoned well on the site. These wells all exist within Phase 1b or Phase 2b of the project. There is no current intent to use any of these wells within the project. Once nursery operations have moved from the site (estimated to be February 2006), these wells will be properly abandoned (sealed) by a Utah-licensed well driller in accordance with regulations promulgated by the Utah Division of Water Rights. A copy of the letter to the Utah Division of Water Rights confirming this abandonment will be submitted to the City immediately following this activity.

## 2.5 Certification

Certification of site cleanup will be provided by the Developer's engineer. This certification will be based on the following:

- Verification that concentrations of hydrocarbons in soil at the former underground storage tank location are below DERR recommended cleanup levels.
- Verification that the septic tanks have been cleaned and removed from the site.
- Verification that all waste has been removed from the trenches and that combustible gas concentrations in the excavated trenches do not exceed 5% of the lower explosive limit.
- Verification that unconsolidated materials have been removed as necessary for development.
- Verification that all backfill has been placed in accordance with City standards, this plan, and the recommendations of Applied Geotechnical Engineering Consultants (2005).
- Verification that all hazardous waste or other contaminated materials have been removed from the site and disposed in an appropriate off-site location, in accordance with this plan.
- Certification that remediation was implemented in accordance with this plan and that all applicable local, State, and Federal laws, regulations, and ordinances were complied with

Certification will be issued at various times during remediation to verify that areas of upcoming phased development have been rendered clean prior to development. Maps will be attached to the certifications as needed to indicate areas where remediation or geotechnical work was conducted, with a description of the work or buried materials. The locations of these areas will

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be determined by site survey. Each certification report will include the following statement, signed by a registered Professional Engineer or Professional Geologist, as included in various regulations promulgated by the U.S. Environmental Protection Agency (e.g., 40 CFR 144.32[d]):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

## **2.6 Reporting**

A report will be provided to Centerville City once this effort is complete. This report will summarize prior certification documents, describing contaminated soil excavation and sampling results, observations during excavation of the site trenches, observations during excavation of site utility trenches and foundations, placement of backfill, etc. Locations where concrete is placed back into the trenches will also be noted for future reference. The report will be certified by a registered professional engineer as outlined in Section 2.5.

## **2.7 Schedule**

All remediation of the Property shall be conducted in an expedited manner in accordance with all terms and conditions of this Remediation Plan and the Development Agreement as entered into by the parties.

No final subdivision plat for any phase of the Planned Development shall be recorded until and unless all conditions and requirements of pre-development remediation of the Property have been completed and certified in accordance with this Remediation Plan. At a minimum, pre-development remediation shall include the installation of dewatering and sump pump systems; excavation, cleaning, and refilling of the compost trenches to within two feet (2') of final grade for all property within the phase and any property within one hundred feet (100') of such phase boundary; removal of excavation material off-site or stockpiled; and verification and certification of the same in accordance with this Remediation Plan. All debris, hazardous waste or other contaminated materials, excepting any concrete to be recycled and organics that may be used for on-site landscaping must be removed from the site and disposed of legally.

No building permits shall be issued for construction within any phase or plat for the Planned Development until and unless all conditions and requirements of pre-building permit remediation for that portion of the Property within the boundaries of the subject phase and plat have been completed and certified in accordance with this Remediation Plan. At a minimum, pre-building permit remediation shall include the box culvert reconstruction; storage tank removal; excavation of contaminated soils (BH-24); septic tank and leach field clean-up; Gold house survey and removal (if load bearing); and verification and certification of the same in accordance with this Remediation Plan.

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No certification of occupancy shall be issued for any dwelling unit within any phase or plat until and unless all conditions and requirements of final remediation for that portion of the Property within the boundaries of the phase and plat have been completed and certified in accordance with this Remediation Plan. At a minimum, final remediation shall include final certification and acceptance of all remediation measures required within the phase.

### 3.0 REFERENCES

- Applied Geotechnical Engineering Consultants, P.C. 2005. Geotechnical Investigation, Proposed Residential Development, "Pineae Greenhouse Site," 675 North Main Street, Centerville, Utah. Project report prepared for Uinta Development. Sandy, Utah.
- IHI Environmental. 2004. Phase One Environmental Site Assessment, Pineae Nursery, 675 North Main, Centerville, Utah. Project report prepared for Pineae Greenhouses, Inc. Salt Lake City, Utah.
- IHI Environmental. 2005. Comprehensive Site Investigation Report, Pineae Nursery, 675 North Main Street, Centerville, Utah. Project report prepared for Pineae Greenhouses, Inc. Salt Lake City, Utah.
- Intermountain GeoEnvironmental Services, Inc. 2005. Pineae Greenhouse Development, Remediation Plan Review. Letter report to Centerville City. June 16, 2005.



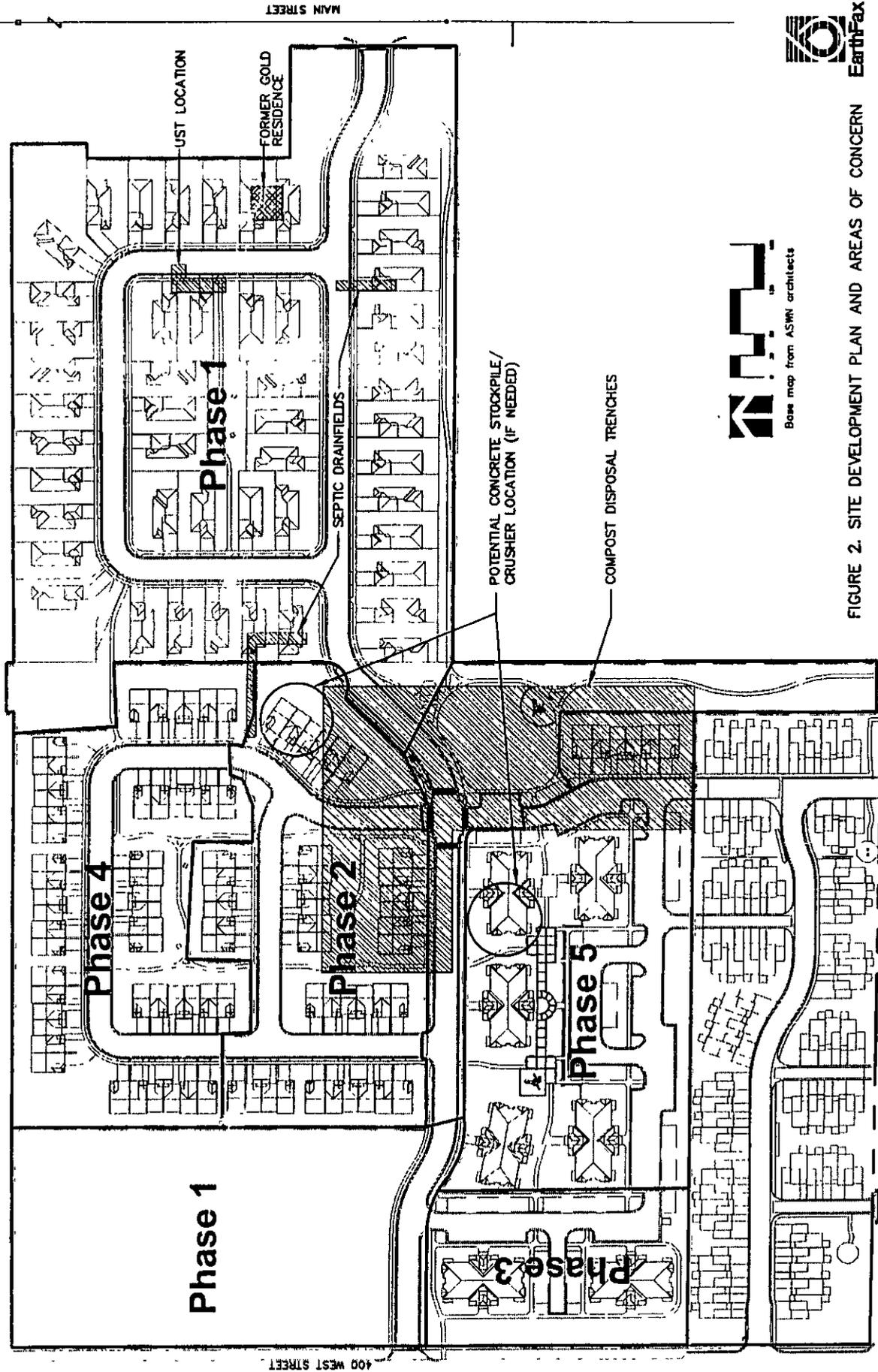
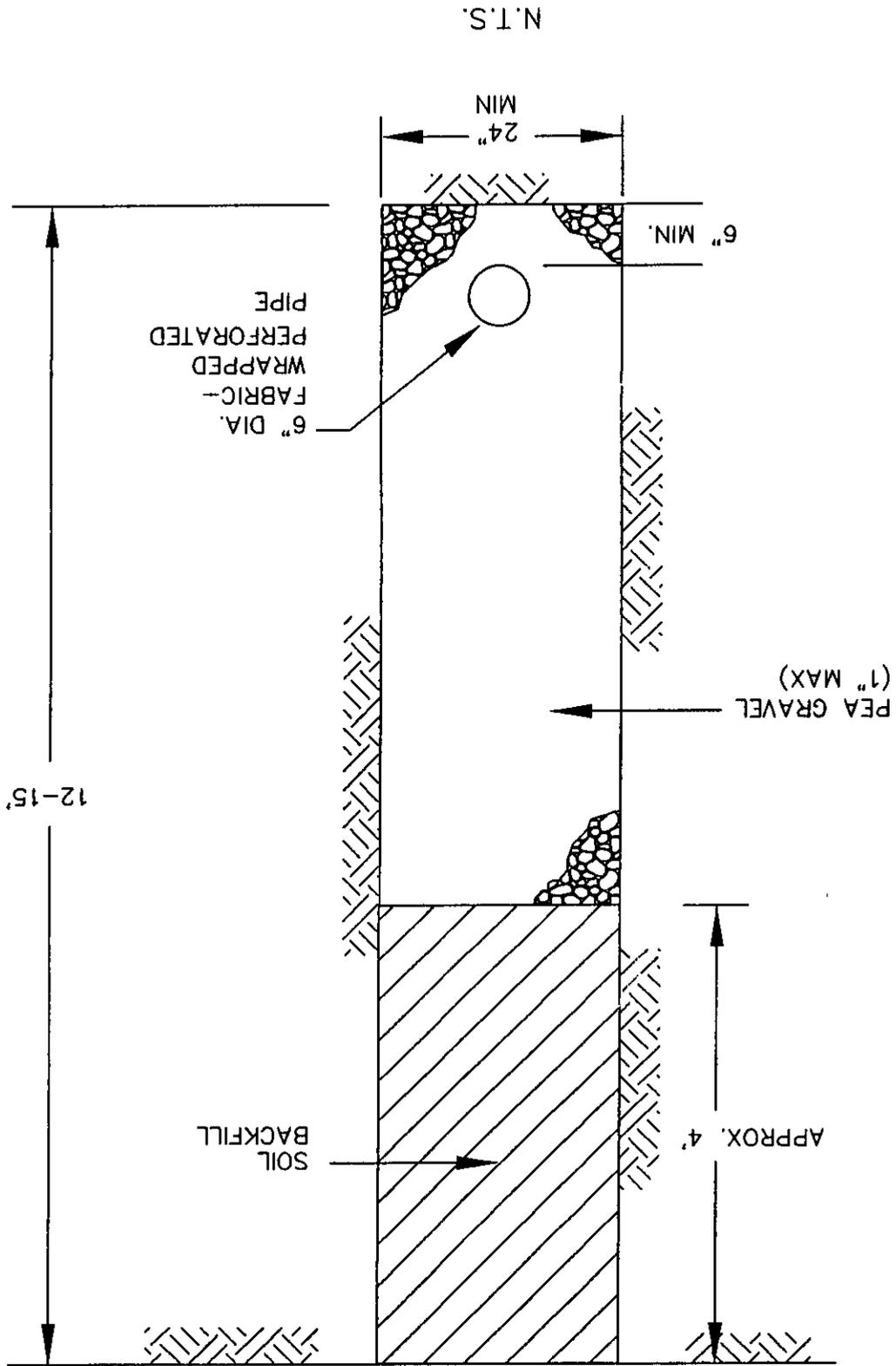


FIGURE 2. SITE DEVELOPMENT PLAN AND AREAS OF CONCERN

FIGURE 3. CROSS SECTION OF PINEAE VILLAGE FRENCH DRAIN. EarthFax



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**APPENDIX A**

Property Description

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**OVERALL SUBDIVISION LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS N 0°24'15"E, 1033.69 FEET AND N 89°35'45"W, 33.00 FEET SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK "B" BIG CREEK PLAT CENTERVILLE TOWNSITE SURVEY AND N 0°24'15"E, 75.25 FEET FROM A COUNTY MONUMENT LOCATED AT THE INTERSECTION OF PARRISH LANE AND MAIN STREET AND RUNNING THENCE NORTH 89°50'00" WEST 832.44 FEET; THENCE SOUTH 567.17 FEET; THENCE WEST 69.30 FEET; THENCE NORTH 00°04'57" EAST 242.94 FEET; THENCE NORTH 89°39'51" WEST 861.63 FEET; THENCE NORTH 00°07'35" EAST 907.83 FEET; THENCE NORTH 89°49'43" EAST 276.16 FEET; THENCE NORTH 00°05'01" EAST 0.52 FEET; THENCE EAST 587.28 FEET; THENCE NORTH 00°02'40" EAST 10.00 FEET; THENCE EAST 66.50 FEET; THENCE SOUTH 00°02'40" WEST 10.00 FEET; THENCE NORTH 89°30'06" EAST 700.55 FEET; THENCE SOUTH 101.54 FEET; THENCE WEST 20.00 FEET; THENCE SOUTH 273.72 FEET; THENCE EAST 150.63 FEET; THENCE SOUTH 50.00 FEET; THENCE SOUTH 00°00'49" WEST 165.00 FEET; THENCE SOUTH 00°24'15" WEST 8.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,305,486 SQUARE FEET OR 29.970 ACRES, MORE OR LESS.

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**APPENDIX B**

Timing of Composting Activities



# Pineae Greenhouses, Inc.

18 July 2005

Mr Steve Thacker  
Centerville City Corp.  
250 N. Main  
Centerville, Utah 84014

Dear Steve.

This letter is to serve as our formal declaration that we discontinued composting activities on our property at 675 N. Main in Centerville in 1991. This was the year that we were visited by representatives of the City requesting that we not compost anymore.

I hope that this satisfies your concerns.

Sincerely:

Brian D. Gold  
President-Pineae Greenhouses Inc.

**Recorder's note: This document  
has been recorded as received.**