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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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**DEVELOPMENT AGREEMENT
FOR THE LANES END FARM SUBDIVISION,
FRUIT HEIGHTS, UTAH**

THIS DEVELOPMENT AGREEMENT (this "agreement") is entered into as of this 7 day of March, 2007, by and between Fox Creek L.L.C. ("Developer"), and Fruit Heights City, a Utah municipal corporation and political subdivision of the State of Utah by and through its City Council (the "City").

RECITALS:

- A. Developer owns the land hereinafter described which is located within the City that Developer desires to develop in accordance with the Master Development Plan hereinafter set out.
- B. Developer has proposed a Master Development Plan pursuant to an approved plat, both of which are attached as Exhibit B, for the development of Developers Property, which have been approved by the City's Planning Commission and the City Council concurrent with this Agreement.
- C. Developer and the City acknowledge the existence of the Final Report Supplemental Geotechnical Study (the "Final Report") performed by Gordon Spilker Huber Geotechnical Consultants, Inc., specifically with regard to the Lanes End Farm Subdivision. Said Final Report was outlined in letter form dated May 22, 2006, Job No. 0023-005-06, and sent to Developer. This Final Report shall be incorporated herein by this reference and attached hereto as Exhibit "D".
- D. This Agreement is being entered into by the City and Developer to set out Developer's rights and obligations with respect to the development of Developer's Land pursuant to the Master Development Plan and the City's ordinances, guidelines and policies. All development shall be subject to all City ordinances and regulations, including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering standards and specifications; and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").
- E. Developer acknowledges that the City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developers Land approved in this Agreement and in the Master Development Plan. The City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to the densities, and uses as hereinafter set out in exchange for Developer's commitment to the expenditure of substantial funds for the improvements

and facilities that Developer is obligated to provide pursuant to this Agreement.

1. AGREEMENT:

- 1.1 Legal Description of Developers Land. The legal description of Developers Land, which is covered by this agreement and the Master Development Plan and plat, is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this reference. No Property may be added to this Agreement or the Master Development Plan except by written amendment of this Agreement upon approval by the Planning Commission and the City Council in accordance with the city's ordinances, policies and guidelines in effect at the time of such amendment.
- 1.2 Master Development Plan. The Master Development Plan Approved by the City concurrent with this Agreement provides for the proposed development of 43 Lots containing 43 single family dwellings, as depicted in the Master Development Plan and accompanying plat, attached as Exhibit B, and commonly known as "Lanes End Farm".
- 1.3 Project Plan. Developer shall develop Lanes End Farm as residential lots in accordance with the approved Final Plat and approved construction drawings stamped by the City Engineer and dated ~~February~~^{March} 7, 2007 and by this reference made a part hereof (the "Final Plat").
- 1.4 Specific Design Standards (Covenants, Conditions and Restrictions or CCR's). In addition to the requirements of the Master development Plan, all development and construction on Developers Land shall be in compliance and consistent with the CCR's set forth in Exhibit C to this Agreement and said CCR's are incorporated into this Agreement by this reference.

(A) Prior to the recording of the Final Plat for Lanes End Farm Subdivision, or any portion thereof, Developer shall prepare and submit to the City for review Covenants Conditions and Restrictions (the "CC&R's") to provide for the following:

- (1) Architectural Review Committee. The CC&R's shall establish an architectural review committee for the purpose of preserving the quality of all development and the maintenance of private and common properties. The CC&R's shall establish the structure, procedures, authorities and remedies of the architectural review committee. No home or unit will be constructed without the approval of design themes, plans, setbacks, elevations and materials by the architectural review committee.

(2) Architectural Design Guidelines, Development Guidelines and Approval. The CC&R's shall establish architectural design guidelines, development guidelines and procedures to be administered by the architectural review committee.

(B) Also, prior to the recording of the Final Plat, Developer shall cause to be formed a Home Owners Association (the "HOA") and shall execute a proper HOA Agreement governing said association pursuant to the laws and ordinances of the State of Utah and the City of Fruit Heights. Such HOA Agreement shall be incorporated herein by this reference and attached hereto as Exhibit "E".

(C) All development contemplated by this Agreement shall be completed in compliance with the terms, provisions and standards outlined in this Agreement, the City's Laws and the Final Report referred to in the above Recitals; and further, the Developer shall cause a copy of the Final Report to be recorded along with this Agreement, all Exhibits and all other related materials requested by the City.

1.5 Development of Lanes End Farm. Lanes End Farm shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein. This agreement shall be binding upon and inure to the benefit of, the City and Developer and their respective permitted successors and assigns. This agreement shall not be assignable by Developer without the approval of the City, which approval shall not be unreasonably withheld; except that the Developer may assign or convey its interest under this Agreement to an entity which is a wholly owned subsidiary of the Developer without the City's approval.

(A). Compliance with Laws and Development Standards. Lanes End Farm and all portions thereof shall be developed in accordance with the City's Laws, any other applicable laws and regulations, the approved Final Plat for Lanes End Farm, and this Agreement which includes the CCR's.

(B). Streets and Related Improvements.

i. Developer will construct and/or improve Fence Post Road or approx. 500 South; which shall include all utility trunk lines, curb and gutter, paving, utility sleeves, handicap ramps, light poles, dry utilities (including gas, power, cable and phone) sidewalks. All construction and improvement shall be in accordance with City-

approved design and construction standards and requirements of the City.

ii. Developer shall install and improve these streets in accordance with the approved Final Plat for Lanes End Farm and shall post security, in a manner acceptable to the City, to guarantee said streets and improvements. (See Section 1.5 (H) below).

(C). Building Permits. In accordance with current city ordinance, the City shall not issue any building permit on any lot or for any unit within Lanes End Farm until culinary water, fully operational fire hydrants, sewer, including necessary grading, storm drains and/or subsurface drainage facilities have been installed pursuant to the approved construction drawings. It will also be necessary to install concrete curb and gutter and have road base brought to grade and compacted prior to building permits being issued. The City will not require that asphalt be placed prior to issuance of any building permit; however, asphalt must be placed prior to any certificate of occupancy being issued by the City.

(D). Utilities and Infrastructure.

i. All improvements will be constructed and installed in a timely manner in order to meet the requirements of the City's ordinances.

ii. Developer will construct and install all on-site storm drain facilities required for Lanes End Farm in accordance with the approved Construction Drawings for the same.

iii. Developer shall make arrangements with and shall comply with all of the requirements of the Hights Creek Pressurized Irrigation District to provide secondary water service to Lanes End Farm. where appropriate, Developer shall construct secondary water lines and facilities for Lanes End Farm in a manner acceptable to Hights Creek in order to ensure delivery of secondary water to properties located within Lanes End Farm.

iv. All public improvements for Lanes End Farm shall be constructed and installed, at Developer's sole expense, in accordance with the City's construction standards and Laws.

v. All culinary lines will initially be installed at the sole cost of the Developer. The installation of the culinary water from the intersection with the Pressure Reducing Valve to the southwest corner of lot 208R found on Exhibit A, will be reimbursed to the Developer with the collection of impact fees. The value of the PRV, installation of and materials for the water line, according to the Lanes End farm Cost estimate, is \$48,720.30

(E) Easements. All appropriate easements for infrastructure improvements and/or for the construction of any public improvements required by the City, including temporary construction easements, will be granted by Developer and/or its successors and assigns, free of cost to the City and its contractors.

(F). Required Changes. If any revisions or corrections of the Final Plat or plans already approved by the City shall be requested by Developer or required by any other governmental entity having jurisdiction or lending institutions involved in financing, then Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain any needed approval from any other governmental entities having jurisdiction with respect to Lanes End Farm.

(G). Payment of Fees. Developer shall pay to the City all required fees in a timely manner. All fees paid shall be in those amounts which are applicable at the time of payment, pursuant to and consistent with standard City procedures, requirements, and ordinances.

(H). Guarantee of Installation of Improvements. Developer shall at its expense, install the aforementioned improvements prior to the recording of the final plat or guarantee the installation of such improvements. Developer shall provide said guarantee of improvements by a cash escrow account established with Barnes Bank, Inc., as specified in Section 20-180 of the Fruit Heights City Corporation Subdivision Ordinance & Public Works Standards, under the heading entitled "Guarantee of Installation of Improvements". Such escrow account shall be governed by the terms of the Escrow Agreement executed between Developer and Barnes Bank, Inc.; and is incorporated herein by this reference and attached hereto as Exhibit "F".

(I). Restrictions on Lots 208, 209, and 210. Due in part to the potential flood plane issues associated with certain lots within the Development, the Developer shall be under the specific duty and obligation with respect to the development and sale of the Lots numbered

208, 209 and 210 of the Lanes End Farm Subdivision, to make certain that the ultimate owners of those lots do not construct or erect any fencing on or around the southern fifty (50) feet of the aforementioned lots as highlighted on the Final Plat; nor, in any manner whatsoever, remove any part or all of the native vegetation on the southern fifty (50) feet their individual lot as it existed from the date of purchase. Such restrictions shall be accomplished and enforced by one or more of the following methods:

- i. By separate Agreement with the Lot owners;
- ii. By specific provisions within the C.C. & R's; or
- iii. By provisions within the HOA Agreement.

2. Approved Use, Density, Intensity, General Configuration, and Development Standards Affecting Lanes End Farm Subdivision.

2.1 Property Affected by this Agreement. The legal description of the property contained within or that may be contained within boundaries of the development to be known as the Lanes End Farm is attached and specifically described in Exhibit "A." No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the parties hereto.

3. Vested Rights and Reserved Legislative Powers.

3.1 Vested Rights. Subject to Section 3.2, Developer shall have the vested right to develop and construct the Property in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations (together, the "Land Use Laws") in existence and effective on the date of final approval of this Agreement (the "Vesting Date"), and applying the terms and conditions of this Agreement.

3.2 Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable Land Use Laws after the Vesting Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest

exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of Lanes End Farm shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to Lanes End Farm under the compelling, countervailing public policy exception to the vested rights doctrine.

4. Further Approvals.

4.1 Subdivision Plat Approval and Compliance with Design Conditions. Subject to Section 3.1, Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of subdivision plats and site plans for the Property.

5. Miscellaneous Provisions.

5.1 Term of this Agreement. The term of this Agreement shall be for a period of three (3) years following the date of its adoption by the City Council, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.

5.2 Construction Standards. Construction standards for all portions of the development shall be governed by the most current edition of the International Building Code; Plumbing, Mechanical, Electrical Codes as enforced by the City as the primary governing agency, at the time of application for a building permit. No part of this Agreement shall be deemed to supersede these standards except and to the extent that said part is in conflict with applicable standards or ordinances as contained in the Fruit Heights City Corporation Subdivision Ordinance & Public Works Standards Manual as revised and published in July of 2005.

5.3 Dedication, Conveyance, and Preservation of Roadways. Developer voluntarily agrees to dedicate and convey by special warranty deed or by plat dedication, at no cost to the City and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the parties, any areas designated on any plat or site plan to be used as roadways, storm water detention basins, parks, and amenities, in order to assure use of the land consistent with the

policies, goals, and objectives of the City's General Plan. All parcels to be dedicated or conveyed to the City pursuant to the terms hereof shall be conveyed at the time of recordation of the applicable plat. All such dedications and donations are made on a voluntary basis and Developer hereby expressly waives and releases the City from any claims it may have for compensation therefore. The City agrees to operate, maintain, repair, and replace as necessary all dedicated lands and improvements. The HOA, under Agreement dated March 7, 2007, shall operate, maintain, and repair all dedicated roadway islands and all roadway landscaping as installed pursuant to the terms of this Agreement. Developer shall also make certain that the HOA Agreement contains a similar provision requiring the HOA to maintain said roadway islands and landscaping if applicable. The HOA also agrees to remove said roadway islands if they are ever deemed by the City Council to be a hindrance to the maintenance of the roadway. In addition, the HOA shall be under a duty and obligation, under this Agreement as well as the provisions of the HOA Agreement, to landscape and maintain the landscaping of the east side of Lloyd Road as it runs from Green Road through to Fence Post Road.

5.4 Parcel A on the Final Plat shall be designated as a protection strip within the meaning of Section 11-5-2 (H) of the City's Ordinances (the "protection strip"). Developer shall retain ownership of the protection strip. In the event the owner(s) of the parcel of land adjacent to Parcel A (the "Adjacent Parcel") shall make application to the City for an approval to develop the Adjacent Parcel, they shall pay, at that time, to Developer the sum of Seventy Thousand Thirty-Nine Dollars and Eighty-Four Cents (\$70,039.84). Said sum, determined by mutual agreement of the Developer and the City, as more particularly described on the worksheet attached hereto as Exhibit "G" and incorporated herein by this reference; represents the sum of money required of the Adjacent Parcel owner(s) under the provisions of the above referred to City Ordinance as their fair cost of the improvements properly chargeable to the contiguous property, plus the value of one-half (1/2) the land in the street on the date hereof.

6. General Terms and Conditions.

6.1 Agreement to Run With the Land. Except as specifically provided below, this Agreement shall be recorded in the Office of

the Davis County Recorder against the Property and shall be deemed to run with the land, shall encumber the same, and shall be binding on all successors in the ownership of any portion of the Property. Notwithstanding the foregoing, this Agreement shall not be deemed a covenant running with the land with respect to the enforcement of the zoning and land use regulations imposed hereby for any portion of the Property that would otherwise be exempt from compliance with zoning and land use regulations generally under applicable federal or state law by reason of the ownership thereof. No party hereto shall, by reason of the covenants, conditions and restrictions established hereunder, have authority to take action forbidden by Utah Code Ann. §17-27-105.

6.2 Construction of Agreement. This Agreement should 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 while providing reasonable assurances of continuing vested development rights.

6.3 State and Federal Law. 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.

6.4 Relationship of Parties and No Third Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties. It is specifically understood by the parties that: (a) The Lanes End Farm is a private development; (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the City accepts the improvements in connection with a dedication plat or deed approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

6.5 Laws of General Applicability. Where this Agreement refers to laws of general applicability to The Lanes End Farm, this Agreement shall be deemed to refer to other developed and subdivided properties in the City.

6.6 Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

6.7 Default. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, the non-defaulting party, after giving thirty (30) days written notice, may, at its election, exercise the following remedies:

- (A). All rights and remedies available at law and in equity, including injunctive relief, and/or damages.
- (B). The right to draw upon any security posted or provided in connection with the Project.
- (C). The rights and remedies set forth herein shall be cumulative.

6.8 Cost of Enforcement. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorney's fee.

6.9 Notices.

All notices hereunder shall be given in writing by Hand Delivery, at the following addresses:

If to the City: Fruit Heights City
 910 South Mountain Road
 Fruit Heights, Utah 84037
 Attn: City Attorney, Steven D. Hassing
 Fax No.: 801-546-0058

With a copy to: Fruit Heights City
 910 South Mountain Road

Fruit Heights, Utah 84037
Attn: City Manager
Fax No.: 801-546-0058

If to Developer: Gardner Development Company Inc.
Union Pacific Depot
12 South, 400 West, Suite 250
Salt Lake City, Utah 84101
Attn: Rulon Gardner
Fax No.: (801) 801-456-1288

6.10 Effectiveness of Notice. Any notices sent by Hand Delivery shall be effective on the date on which such notice is delivered. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

6.11 Right of Access. Representatives of the City shall have the reasonable right of access to Lanes End Farm during the period of construction to inspect or observe Lanes End Farm and any work thereon.

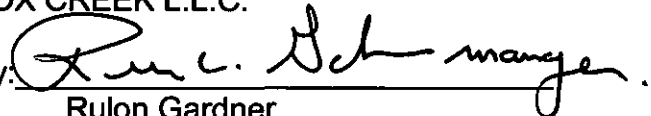
6.12 Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

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

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

DEVELOPER:

FOX CREEK L.L.C.

By: 
Rulon Gardner
Its: Manager

CITY:

FRUIT HEIGHTS CITY

By: Todd Stevenson

Todd Stevenson

Its: Mayor



ATTEST:

By: Brandon Green

Brandon Green

Its: City Manager

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

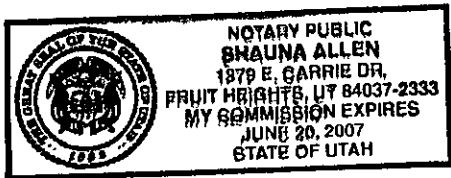
The above instrument was acknowledged before me by Rulon C. Gardner, a Manager of Fox Creek L.L.C., this 7th day of MARCH, 2007.



Constance Miller
Notary Public
Residing in Salt Lake County

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

The above instrument was acknowledged before me by Todd Stevenson, the Mayor of Fruit Heights City, this 20th day of March, 2007.



Shauna Allen
Notary Public
Residing in Davis County

Exhibit A**PHASE I****BOUNDARY DESCRIPTION**

A parcel of land located in the Northeast Quarter of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 9 of Arrow Point Subdivision as recorded in the Davis County Recorders Office which corner is 381.60 feet North 89°52'31" West along the section line and 427.24 feet South 00°07'29" West from the Northeast Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being South 89°52'31" East 2655.80 feet between the North Quarter Corner and the Northeast Corner of said Section 2) and running thence along the southerly boundary line of said Arrow Point Subdivision the following 2 courses: 1) North 62°14'00" East 195.00 feet; 2) North 77°11'54" East 203.09 feet to the Southeast Corner of Lot 10 of said Arrow Point Subdivision; thence South 00°23'00" West 227.43 feet to a point on a 70 foot radius curve; thence 69.18 feet along said curve (chord bearing South 28°41'39" West 66.40 feet); thence South 57°00'19" West 252.30 feet; thence South 32°59'41" East 60.00 feet; thence South 32°56'11" East 94.94 feet; thence South 56°58'54" West 133.65 feet; thence South 42°31'14" West 113.62 feet; thence South 28°35'57" West 125.06 feet; thence South 35°13'29" West 181.09 feet; thence North 88°45'32" West 454.06 feet; thence South 28°26'46" West 139.72 feet; thence South 44°03'13" West 259.67 feet; thence South 51°30'10" West 238.35 feet; thence South 61°03'13" West 101.86 feet; thence North 25°08'23" West 337.41 feet; thence North 64°51'37" East 8.67 feet; thence North 25°09'06" West 100.06 feet to a point on the Southerly line of Upland Subdivision as recorded in the Davis County Recorders Office; thence North 64°50'54" East 890.16; thence North 56°04'45" East 261.60 feet; thence North 55°09'20" East 128.24 feet; thence North 62°18'15" East 53.06 feet; thence North 63°13'00" East 115.87 feet; thence North 62°14'00" East 46.02 feet; thence North 62°13'52" East 89.91 feet; thence North 27°46'00" West 216.22 feet to the point of beginning

The above described parcel of land contains 624,056 square feet in area, or 14.33 acres, more or less.

Phase II**BOUNDARY DESCRIPTION**

A parcel of land located in the Northeast Quarter of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly boundary line of the Upland Subdivision as recorded in the Davis County Recorders Office, which is 978.18 feet South 89°52'31" East and 1359.18 feet South 00°07'29" West from the North Quarter Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian (basis of bearing being South 89°52'31" East 2655.80 feet between the North Quarter Corner and the Northeast Corner of said Section 2) and running thence South 25°09'06" East 100.06 feet; thence South 64°51'37" West 8.67 feet; thence South 25°08'23" East 337.41 feet, thence South 61°03'13" West 249.63 feet; thence South 00°41'26" East 223.87 feet; thence South 75°30'43" West 489.69 feet to the easterly boundary line of Davis Greens Estates Subdivision as recorded in the Davis County Recorder Office; thence North 00°06'57" West 619.35 feet to the Northeasterly corner of said Davis Greens Estates Subdivision and the Southwesterly corner of the Upland Subdivision as recorded in the Davis County Recorders Office; thence along said Uplands Subdivision North 61°20'54" East 98.19 feet; thence North 64°50'54" East 471.65 feet to the point of beginning.

The above described parcel of land contains 382,771 square feet in area or 8.787 acres, more or less.

March 7, 2007

FRUIT HEIGHTS CITY
910 South Mountain Road
Fruit Heights, Utah 84037

RE: LANES END FARM SUBDIVISION

Gentlemen:

This letter is to acknowledge that Rulon C. Gardner, Manager of Fox Creek, LLC is authorized to execute the Development Agreement for the Lanes End Farm Subdivision, as manager of Fox Creek, LLC.

Sincerely,



Rulon C. Gardner
Manager



Linda Arnell
Manager

RCG/cm
Enc.

**N. 1/4 COR. SEC. 2
T.36. N.7W. R.26W
FOOD REAR AND CAP**

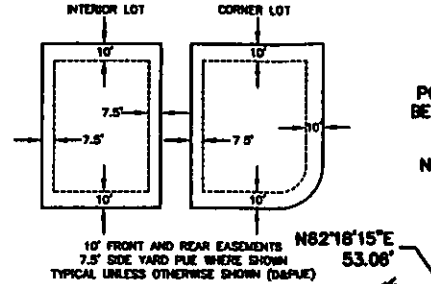
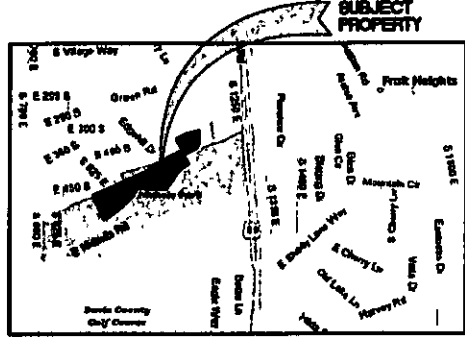
2274.20' **S89°32'31"E 2655.80' N (2656.18' R)**
BASIS OF BEARING

LANES END FARM SUBDIVISION PHAS IN FRUIT HEIGHTS, DAVIS COUNTY, U

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C1	216°40'	3000.00	118.35	118.36	S85°29'27"W
C2	214°20'	3000.00	12.52	12.53	S87°14'27"W
C3	180°24'23"	150.00	36.46	36.35	S74°33'48"W
C4	172°34'23"	150.00	48.01	48.83	N73°38'48"E
C5	45°00'00"	200.00	157.08	153.07	N42°21'37"E
C6	82°08'43"	165.00	236.56	216.51	S82°05'28"W
C7	45°00'00"	250.00	198.35	181.34	N72°20'11"E

CURVE	DELTA	RADIUS	LENGTH	CHORD	CH BEARING
C14	80°00'00"	10.50	18.44	14.85	S12°00'18"W
C15	48°34'03"	25.00	20.32	15.78	S86°18'43"E
C16	78°37'08"	55.00	73.55	58.19	N41°15'11"W
C17	81°00'42"	55.00	56.45	26.80	N23°01'17"E
C18	84°10'42"	55.00	51.81	26.44	S86°35'28"E
C19	70°24'26"	55.00	67.59	53.41	S21°37'53"E
C20	48°34'03"	25.00	20.32	15.78	N08°42'46"W
C21	80°00'00"	10.50	18.44	14.85	N77°28'41"W
C22	20°44'22"	280.00	101.35	100.00	N87°22'30"E
C23	45°00'00"	220.00	172.79	188.38	N79°27'19"E
C24	22°11'31"	280.00	106.48	107.80	N88°30'38"E
C25	20°54'47"	280.00	10.06	10.06	S79°01'35"E
C26	41°18'22"	135.00	97.33	85.23	S81°21'08"W
C27	8°28'26"	185.00	30.00	30.57	N82°29'23"W
C28	57°16'17"	185.00	194.80	188.80	S84°23'44"W
C29	40°50'20"	135.00	88.32	84.20	S40°16'47"W
C30	18°24'59"	185.00	54.17	54.00	S27°49'08"W
C31	10°31'24"	230.00	42.34	42.18	N05°07'20"E
C32	42°43'56"	170.00	128.79	133.57	N41°33'43"E
C33	32°04'47"	230.00	128.79	137.10	N48°25'29"E
C34	92°18'22"	10.50	18.44	14.85	S21°38'47"E
C35	72°37'39"	230.32	8.83	8.83	N83°39'30"E
C36	80°00'42"	10.50	18.50	14.85	N10°31'18"E
C37	72°37'39"	180.00	23.20	23.10	N88°33'11"E
C38	107°11'18"	180.00	32.07	31.88	N72°20'22"E
C39	18°04'23"	120.00	31.87	31.48	S74°33'48"W
C40	172°34'23"	120.00	34.80	36.84	N73°38'48"E
C41	18°04'23"	180.00	47.33	47.22	S74°33'48"W
C42	80°14'20"	10.50	18.44	14.86	S22°14'27"W
C43	80°27'03"	10.50	18.44	14.85	N88°16'15"E
C44	48°34'03"	25.00	20.32	15.78	S48°09'45"E
C45	48°34'03"	25.00	20.32	15.78	N00°24'18"E
C46	82°44'54"	55.00	60.33	57.37	N83°04'18"W
C47	72°49'09"	55.00	70.08	64.06	N30°12'42"E
C48	69°33'22"	55.00	64.20	61.32	S78°20'58"E
C49	87°39'24"	55.00	64.80	61.12	S10°04'58"E
C50	128°21'	1970.00	78.56	78.25	S85°26'53"W
C51	124°01'	3030.00	82.57	82.08	S85°28'35"W
C52	68°50'	3030.00	48.34	48.34	S86°33'39"W

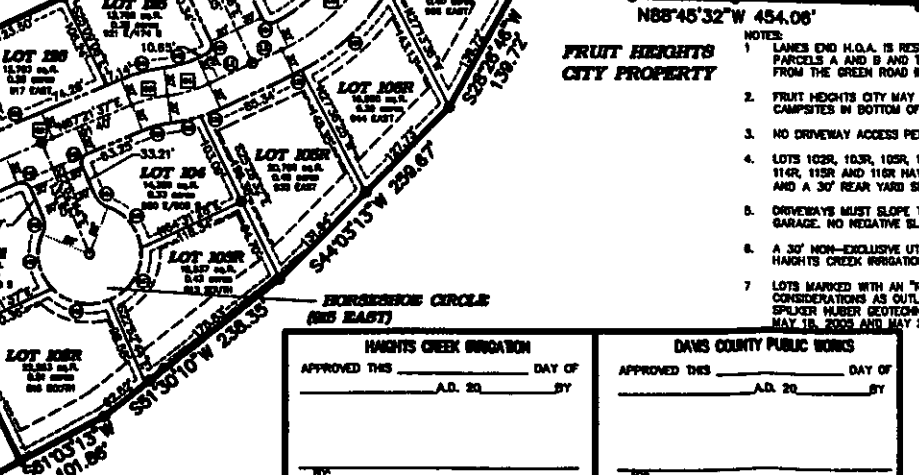


LINE	BEARING	LENGTH
1	N 84°51'37" E	48.32
2	N 84°51'37" E	81.18
3	N 84°51'37" E	74.3
4	N 84°51'37" E	18.20
5	N 24°29'08" W	31.84

ROLLING GREENS NO. 3 SUBDIVISION

UPLAND SUBDIVISION
N25°09'06"W 100.06'
N84°51'37"E 8.67'

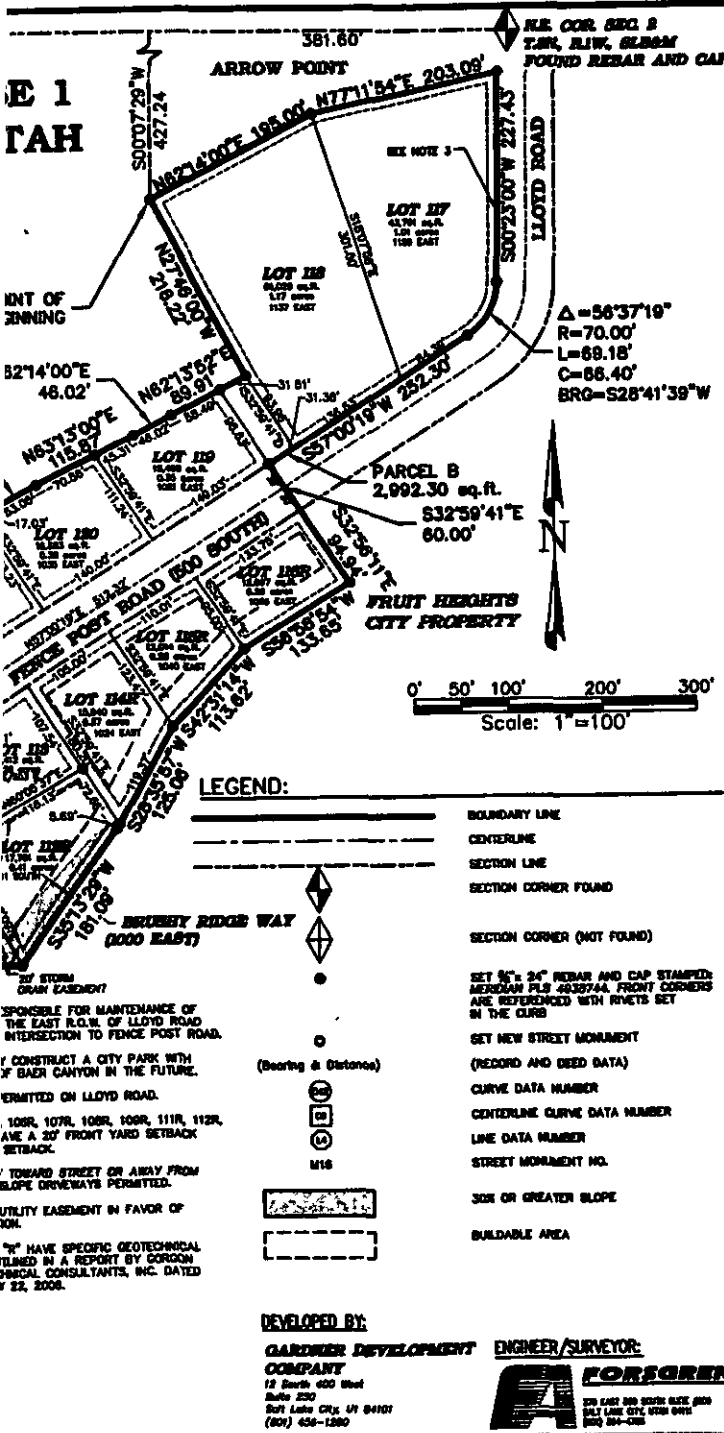
PROPOSED LANES END FARM PHASE 3



- FRUIT HEIGHTS CITY PROPERTY**
- NOTES:
- LANES END H.O.A. IS REEF PARCELS A AND B AND TH FROM THE GREEN ROAD IN
 - FRUIT HEIGHTS CITY MAY CAMPUS IN BOTTOM OF
 - NO DRIVEWAY ACCESS PER
 - LOTS 102R, 103R, 105R, 114R, 115R AND 116R MAY AND A 30' REAR YARD SE
 - DRIVEWAYS MUST SLOPE TO GARAGE. NO NEGATIVE SLO
 - A 30' NON-EXCLUSIVE UTI HIGHTS CREEK IRRIGATION
 - LOTS MARKED WITH AN "R" CONSIDERATIONS AS OUTL SPLUNKER HUBER GEOTECHNI MAY 18, 2009 AND MAY 21

<p>CENTRAL DAVIS SENIOR DISTRICT</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____</p>	<p>KAYSVILLE CITY FIRE DEPARTMENT</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____</p>	<p>HIGHTS CREEK IRRIGATION</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____</p>	<p>DAVIS COUNTY PUBLIC WORKS</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____</p>
<p>PLANNING COMMISSION</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____</p> <p>THE FRUIT HEIGHTS CITY PLANNING AND ZONING COMMISSION.</p>	<p>CITY PLANNER'S APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____</p> <p>THE FRUIT HEIGHTS CITY PLANNER.</p>		

EXHIBIT B



SURVEYOR'S CERTIFICATE

I, Michael W. Hedgcock, a Professional Land Surveyor, holding certificate number 4836744, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have subdivided the tract of land into lots and streets as shown on this plat, said subdivision is based upon a surveyed boundary previously conducted by Forsgren Associates and described herewith, to be hereafter known as, LANES END FARM SUBDIVISION PHASE 1 and that the same has been staked on the ground as shown on this plat.

Michael W. Hedgcock
 Utah PLS No. 4836744

BOUNDARY DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 9 of Arrow Point Subdivision as recorded in the Davis County Recorders Office which corner is 381.80 feet North 89°32'31" West along the section line and 427.24 feet South 00°07'29" West from the Northeast Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian (base of bearing being South 89°32'31" East 2655.80 feet between the North Quarter Corner and the Northeast Corner of said Section 2) and running thence along the southerly boundary line of said Arrow Point Subdivision the following 2 courses: 1) North 82°14'00" East 195.00 feet; 2) North 77°11'54" East 203.08 feet to the Southeast Corner of Lot 10 of said Arrow Point Subdivision, thence South 00°23'00" West 227.43 feet to a point on a 70 foot radius curve; thence 69.15 feet along said curve (chord bearing South 25°41'39" West 68.40 feet); thence South 57°00'10" West 252.30 feet; thence South 32°59'41" East 60.00 feet; thence South 32°56'11" East 94.84 feet; thence South 56°58'54" West 133.65 feet; thence South 42°31'14" West 113.62 feet; thence South 28°35'57" West 125.06 feet, thence South 35°13'29" West 161.09 feet; thence North 89°45'32" West 454.06 feet; thence South 28°26'46" West 139.72 feet; thence South 44°03'13" West 256.67 feet; thence South 51°30'10" West 236.35 feet; thence South 81°03'13" West 101.88 feet; thence North 25°08'23" West 337.41 feet; thence North 84°51'37" East 8.67 feet; thence North 25°09'06" West 100.06 feet to a point on the Southerly line of Upland Subdivision as recorded in the Davis County Recorders Office; thence North 84°50'54" East 890.18; thence North 86°04'45" East 281.60 feet; thence North 85°09'20" East 128.24 feet; thence North 82°18'15" East 53.06 feet; thence North 83°13'00" East 115.87 feet; thence North 82°14'00" East 46.02 feet; thence North 82°13'52" East 89.91 feet; thence North 27°46'00" West 216.22 feet to the point of beginning.

The above described parcel of land contains 624,056 square feet in area, or 14.33 acres, more or less.

OWNER'S ACKNOWLEDGMENT DEDICATION

We the undersigned owners of the heron described tract of land, hereby set apart and subdivide the same into lots, streets and parcels as shown on this plat and name the said tract "LANES END FARM SUBDIVISION PHASE 1" and hereby dedicate, grant and convey to Fruit Heights City, Davis County, Utah, those certain strips or easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of the public utility service lines and drainage as may be authorized by Fruit Heights City.

We hereby dedicate to Fruit Heights City, Davis County, Utah, those portions shown as utility and drainage access easements, the same for public use forever. All portions of said tract of land designated as streets are dedicated to Fruit Heights City as public streets and rights of way.

In witness thereof we have hereunto set our hands this _____ day of _____, 2006.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, personally appeared before me Executive Manager of FOX CREEK LLC, who, duly being sworn, did say that the within instrument was signed in behalf of said Limited Liability Company by their authority, and acknowledged to me that they, as such members, executed the same in the name of the Limited Liability Company.

My commission expires: _____

NOTARY PUBLIC
 RESIDING IN SALT LAKE COUNTY

**LANES END FARM SUBDIVISION PHASE 1
 FINAL PLAT SHEET 1 OF 1**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
 TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
 FRUIT HEIGHTS CITY, DAVIS COUNTY, UTAH

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____ THE FRUIT HEIGHTS CITY ENGINEER.

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____ THE FRUIT HEIGHTS CITY ATTORNEY.

CITY COUNCIL ACCEPTANCE

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____ THE FRUIT HEIGHTS CITY COUNCIL.

MAYOR _____ CITY RECORDER _____

DAVIS COUNTY RECORDER

RECORDED NO. _____ STATE OF UTAH, COUNTY OF DAVIS RECORDED AND FILED AT THE REQUEST OF _____ DATE: _____ TIME: _____ BOOK NO. _____ PAGE NO. _____

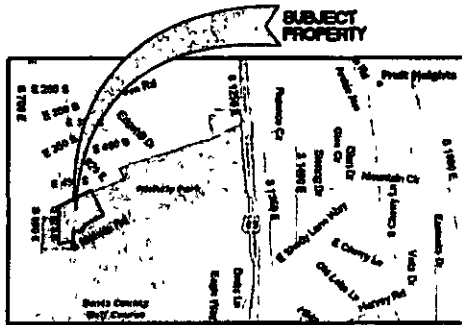
FEES: _____ DAVIS COUNTY RECORDER

N. 1/4 COR. SEC. 2
T.26N. R.17W. DL388M
FOUND REBAR AND CAP

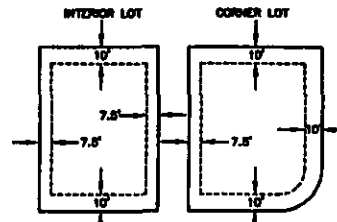
BASIS OF BEARING
S89°52'31"E 2655.80' N (2659.18' R)
978.18'

LANES END FARM SUBDIVISION PHAS IN FRUIT HEIGHTS, DAVIS COUNTY, UT

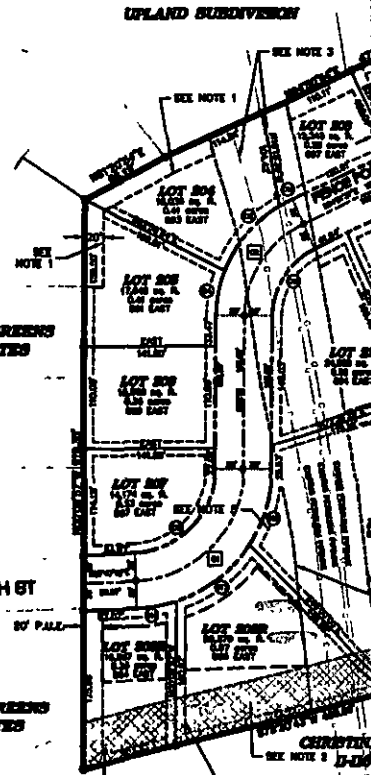
LOCATED IN THE NORTHEAST QUARTER OF SECTION 2
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN



VICINITY MAP
N.T.S.



10' FRONT AND REAR EASEMENTS
7.5' SIDE YARD PUE WHERE SHOWN
TYPICAL UNLESS OTHERWISE SHOWN (DAPUE)



- NOTES:
- 20' HAIGHTS CREEK IRRIGATION NON-EXCLUSIVE EASEMENT.
 - FENCING AND REMOVAL OF EXISTING NATIVE VEGETATION FROM THE SOUTH 50' OF LOTS 208R, 209R AND 210R IS RESTRICTED
 - THERE IS AN EXISTING BLANKET EASEMENT FOR THE GAS LINES ON THE PROPERTY. A 20' SETBACK FROM THE GAS LINES IS REQUIRED FOR ALL STRUCTURE IMPROVEMENTS, TREES AND FENCES THAT DO NOT CROSS AT CLOSE TO 90°.
 - DRIVEWAY FOR LOT 211 IS RESTRICTED TO THE NORTH SIDE OF THE LOT, EAST OF GAS LINE.
 - DRIVEWAY FOR LOT 210 IS RESTRICTED TO THE SOUTHERN MOST 20' ALONG FENCE POST ROAD.
 - DRIVEWAYS MUST SLOPE TOWARD STREET OR AWAY FROM GARAGE. NO NEGATIVE SLOPE DRIVEWAYS PERMITTED.
 - A 30' NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF HAIGHTS CREEK IRRIGATION.
 - LOTS MARKED WITH AN "X" HAVE SPECIFIC GEOTECHNICAL CONSIDERATIONS AS OUTLINED IN A REPORT BY GORDON SPILNER NUMBER GEOTECHNICAL CONSULTANTS, INC. DATED MAY 18, 2006 AND MAY 22, 2008.
 - LANES END H.O.A. IS RESPONSIBLE FOR THE MAINTENANCE OF PARCELS A AND B ON THE LANES END PHASE 1 PLAT AND THE EAST R.L.W. OF LLOYD ROAD FROM THE GREEN ROAD INTERSECTION TO FENCE POST ROAD.
 - LOTS 208R, 209R, 210R AND 211R HAVE A 20' FRONT YARD SETBACK AND A 30' REAR YARD SETBACK.
 - FRUIT HEIGHTS CITY MAY CONSTRUCT A CITY PARK WITH CAMP SITES IN BOTTOM OF BACK CANYON IN THE FUTURE.

CENTRAL CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEG	CHORD END
C1	87°37'10"	120.00	163.80	N43°24'30"E	188.40
C2	84°51'23"	110.00	124.62	S30°22'48"W	117.24

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEG	CHORD END
C3	82°22'07"	90.00	137.29	N43°24'30"E	134.80
C4	80°27'48"	140.00	200.00	S10°24'30"W	28.74
C5	32°48'01"	140.00	82.32	S30°22'48"W	85.85
C6	80°00'00"	10.50	18.49	S10°24'30"W	4.85
C7	48°34'03"	25.00	20.32	S45°26'24"E	18.79
C8	48°34'03"	25.00	20.32	N45°26'24"W	43.06
C9	80°28'40"	65.00	65.50	N43°24'30"E	65.78
C10	64°28'40"	65.00	62.31	N18°45'42"E	60.20
C11	88°20'41"	65.00	64.28	S61°54'07"E	62.07
C12	88°20'41"	65.00	62.67	S61°54'07"E	60.84
C13	88°24'03"	25.00	20.32	N10°12'24"W	18.78
C14	80°00'00"	10.50	18.49	N10°12'24"W	4.85
C15	84°51'27"	95.00	85.59	S32°22'48"W	85.80
C16	32°50'05"	150.00	84.87	N18°28'07"E	81.85
C17	36°11'27"	150.00	100.01	N11°28'14"E	84.18
C18	18°24'28"	150.00	43.65	N78°24'41"E	43.69
C19	83°30'07"	145.00	8.59	S61°33'07"W	18.14

DAVIS COUNTY PUBLIC WORKS

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____

HAIGHTS CREEK IRRIGATION CO.

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____

CENTRAL DAVIS SENIOR DISTRICT

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____

KAYSVILLE CITY FIRE DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____

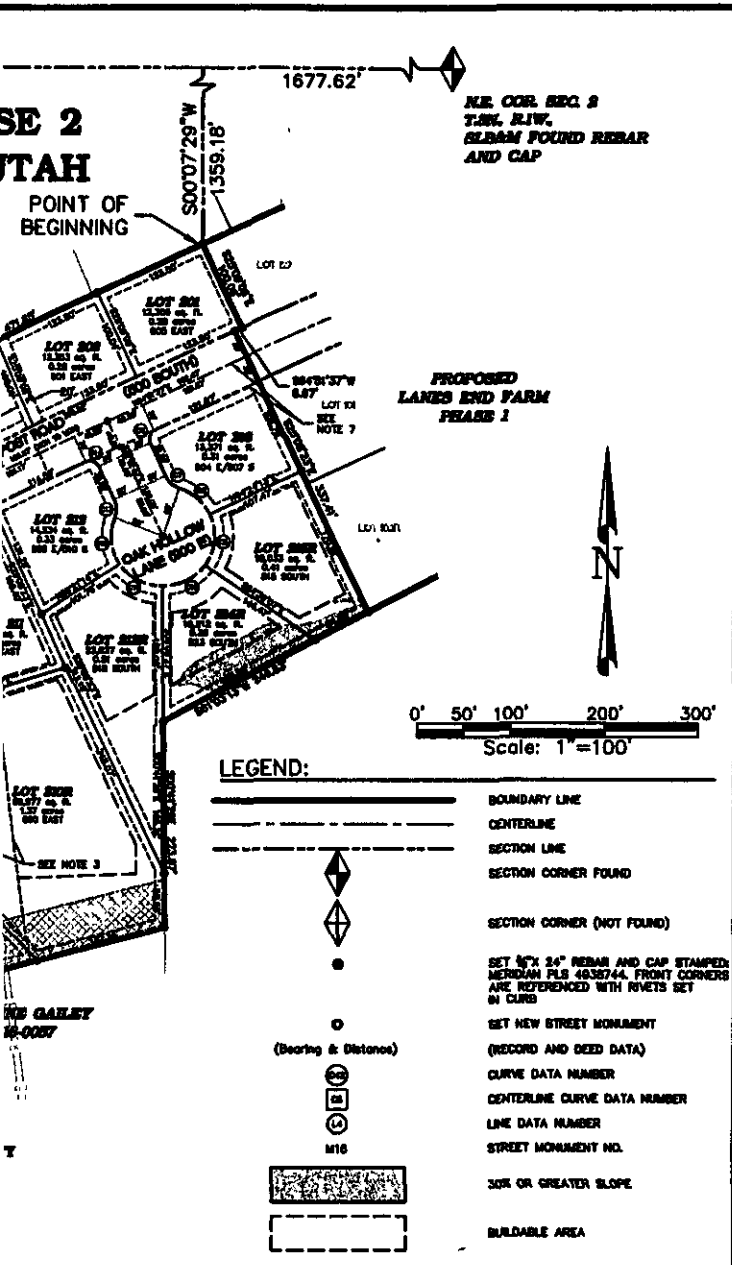
THE FRUIT HEIGHTS CITY PLANNING AND ZONING COMMISSION.

CITY PLANNER'S APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____

THE FRUIT HEIGHTS CITY PLANNER.

EXHIBIT B



SURVEYOR'S CERTIFICATE

I, Michael W. Nadeau, a Professional Land Surveyor, holding certificate number 4638744, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have subdivided the tract of land into lots and streets as shown on this plat, said subdivision is based upon a surveyed boundary previously conducted by Foregren Associates and described herewith, to be hereafter known as, LANES END FARM SUBDIVISION PHASE 2, and that the same has been staked on the ground as shown on this plat.

Michael W. Nadeau
Utah PLS No. 4638744

BOUNDARY DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly boundary line of the Upland Subdivision as recorded in the Davis County Recorders Office, which is 978.18 feet South 89°52'31" East and 1358.18 feet South 00°07'29" West from the North Quarter Corner of Section 2, Township 3 North, Range 1 West, Salt Lake Base and Meridian (beats of bearing being South 89°52'31" East 2655.80 feet between the North Quarter Corner and the Northeast Corner of said Section 2) and running thence South 25°08'23" East 100.00 feet; thence South 64°51'37" West 8.67 feet; thence South 25°08'23" East 337.41 feet, thence South 81°03'13" West 249.63 feet; thence South 00°41'26" East 223.87 feet; thence South 75°30'43" West 489.89 feet to the easterly boundary line of Davis Greens Estates Subdivision as recorded in the Davis County Recorder Office; thence North 00°06'57" West 819.35 feet to the Northeastly corner of said Davis Greens Estates Subdivision and the Southwestly corner of the Upland Subdivision as recorded in the Davis County Recorders Office; thence along said Upland Subdivision North 51°20'54" East 98.18 feet; thence North 64°50'54" East 471.65 feet to the point of beginning.

The above described parcel of land contains 362,771 square feet in area or 8.287 acres, more or less.

OWNER'S ACKNOWLEDGMENT DEDICATION

We the undersigned owners of the heron described tract of land, hereby set apart and subdivide the same into lots, streets and parcels as shown on this plat and name the said tract "LANES END FARM SUBDIVISION PHASE 2" and hereby dedicate, grant and convey to Fruit Heights City, Davis County, Utah, those certain strips as easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of the public utility service lines and drainage as may be authorized by Fruit Heights City.

We hereby dedicate to Fruit Heights City, Davis County, Utah, those portions shown as utility and drainage access easements, the same for public use forever. All portions of said tract of land designated as streets are dedicated to Fruit Heights City as public streets and rights of way.

In witness thereof we have hereunto set our hands this _____ day of _____, 2006.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, personally appeared before me Executive Manager of FOX CREEK LLC, who, duly being sworn, did say that the within instrument was signed in behalf of said Limited Liability Company by their authority, and acknowledged to me that they, as such members, executed the same in the name of the Limited Liability Company.

My commission expires:

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

**LANES END FARM SUBDIVISION PHASE 2
FINAL PLAT SHEET 1 OF 1**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
FRUIT HEIGHTS CITY, DAVIS COUNTY, UTAH

<p>CITY ENGINEER'S APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____ THE FRUIT HEIGHTS CITY ENGINEER.</p>	<p>CITY ATTORNEY'S APPROVAL</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____ THE FRUIT HEIGHTS CITY ATTORNEY.</p>	<p>CITY COUNCIL ACCEPTANCE</p> <p>APPROVED THIS _____ DAY OF _____ A.D. 20____ BY _____ THE FRUIT HEIGHTS CITY COUNCIL.</p> <p>BY _____ CITY RECORDER</p>	<p>DAVIS COUNTY RECORDER</p> <p>RECORDED NO. _____ STATE OF UTAH, COUNTY OF DAVIS RECORDED AND FILED AT THE REQUEST OF _____ DATE: _____ TIME: _____ BOOK NO. _____ PAGE NO. _____</p> <p>FEES: _____ DAVIS COUNTY RECORDER</p>
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DEVELOPED BY:
GARDNER DEVELOPMENT COMPANY
12 South 400 West
Suite 250
Salt Lake City, UT 84101
(801) 486-1280

ENGINEER/SURVEYOR:
FOREGREN
210 EAST 900 SOUTH BLDG. 200
SALT LAKE CITY, UTAH 84111
(801) 355-0282

RECEIVED
MAR 04 2005
Utah Div. of Com. & Insurance

ARTICLES OF ORGANIZATION OF

FOX CREEK, LLC

03-04-05P04:55 RCVD

The undersigned person, acting as manager of a limited liability company under the Utah Revised Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company:

1. Name of the Limited Liability Company. The name of the limited liability company is:

FOX CREEK, LLC.

2. Business Purposes For Which the Limited Liability Company is Organized. The purposes for which the limited liability company is organized are:

a) To enter into any lawful arrangement for sharing profits, union of interest, reciprocal association or cooperative association, partnership, individual or other legal entity for the carrying on of any business and to enter into any general or limited partnership for the carrying on of any business.

b) To engage in any other lawful business activities for which limited liability companies may be organized pursuant to the Utah Limited Liability Company Act.

3. Registered Office and Registered Agent. The street address of the Limited Liability Company's initial registered office is:

1466 Walker Lane
Farmington, Utah 84025

Date: 03/07/2005
Receipt Number: 1394767
Amount Paid: 5569 00

The name and address of the original registered agent is:

Linda Arnell
1466 Walker Lane
Farmington, Utah 84025

The Director of the Division of Corporations and Commercial Code of Utah is appointed the agent for the Limited Liability Company for service of process if the agent has resigned, the agent's authority has been revoked, or the agent cannot be found or served with the exercise of reasonable diligence.

4. Designated Office. The designated office of the limited liability company is:

1466 Walker Lane
Farmington, Utah 84025

5. Management of the Limited Liability Company is Reserved to the Managers: The management of the limited liability company is reserved to the Managers. The names and street addresses of the Managers of the limited liability company are:

Linda Arnell
1466 Walker Lane
Farmington, Utah 84025

Rulon C. Gardner
12 South 400 West, Suite 250
Salt Lake City, Utah 84101


6. Period of Duration of the Limited Liability Company. The period of duration of the limited liability company shall be ninety-nine (99) years from the date these articles of organization are duly filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce.

Under penalties of perjury, the undersigned does hereby declare that these Articles of Organization have been examined by him/her and are, to the best of his/her/its knowledge and belief, true, correct, and complete on the 9th day of February, 2005.

Managers:



Linda Arnell



Rulon C. Gardner