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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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REC'D FOR BRIGHTON BENCHMARK DEVELOPMENT

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN SYRACUSE CITY, BRIGHTON BENCHMARK DEVELOPMENT, LLC, IRBEN DEVELOPMENT, LLC, AND SWLW 1 LLC

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 3 day of July, 2014, between SYRACUSE CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"); and Brighton Benchmark Development, LLC, a Utah limited liability company; and Irben Development, LLC; a Utah limited liability company; and SWLW 1 LLC, a Utah limited liability company; (hereinafter referred to as "Owner"), with City and Owner collectively referred to as the "Parties" and separately as "Party".

RETURNED
JUL 03 2014

RECITALS

WHEREAS, in furtherance of the objectives of the Syracuse City General Plan, City has approved an application for a zone change from Agricultural to R-1 with cluster, of certain property located at approximately 1500 West and Gentile Street in Syracuse City; and

WHEREAS, the subject property consists of approximately 86.55 acres and is depicted on Exhibit A attached hereto (hereinafter "Subject Area"); and

WHEREAS, Owner is the owner of the Subject Area and has presented a proposal for development of the Subject Area to City, which provides for development of a "Residential Cluster Subdivision as a conditional use" in a manner consistent with the overall objectives of Syracuse City's General Plan, and is depicted in more detail on Exhibit B attached hereto (hereinafter "Exhibit B"); and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with City's General Plan and the intent reflected in that General Plan.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 "City" shall mean Syracuse City, a body corporate and politic of the State of Utah. The principal office of City is located at 1979 W. 1900 S., Syracuse, Utah, 84075.
- 1.2 "Owner" shall mean Brighton Benchmark Development, LLC, and Irben Development, LLC, and SWLW 1 LLC. The principal office for Owner is 1768 N. 4850 W. Ogden, UT 84404.
- 1.3 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.4 "Subject Area" shall have the meaning set forth in the Recitals hereto.

- 1.5 “Exhibit A” shall mean depiction and legal description of Subject Area.
- 1.6 “Exhibit B” shall mean the overall site plan for proposed development.
- 1.7 “Exhibit C” shall mean Landscape Plan for the proposed development.
- 1.8 “Exhibit D” shall mean Development Plan and shall include the Architectural Design Standards for the proposed development.
- 1.9 “Exhibit E” shall mean Dam Safety Permit.
- 1.10 “Exhibit F” shall mean depiction of Water Line Improvements in Gentile Street.
- 1.11 “Exhibit G” shall be a table of bid amounts and responsibilities for payment

**ARTICLE II
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Syracuse City Council.
- 2.2 Owner agrees to follow the design review requirements established by Syracuse City Ordinance unless altered herein. .

**ARTICLE III
CITY’S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall grant final site plan approval of the Subject Area. This approval shall occur upon a finding by the City Council that Owner has complied with applicable city ordinances.

**ARTICLE IV
OWNER’S UNDERTAKINGS**

Conditioned upon City’s performance of its undertakings set forth in Article III with regard to site plan approval of the Subject Property and provided Owner has not terminated this Agreement pursuant to Section 7.8. Owner agrees to the following:

- 4.1 Owner agrees to restrict development of the Subject Area by agreeing that the primary use of the Subject Area will be as depicted on Exhibit B. If other uses are desired, that are not specifically enumerated in Exhibit B, which is attached hereto and incorporated herein by this reference, Owner agrees to obtain approval by the City Council to amend this Agreement before pursuing the development of those uses. Minor variations in the interpretations of the uses that may be allowed pursuant to the terms of this Agreement, may be made administratively by the Community Development Director.
- 4.2 Development on the Subject Area shall be limited to the construction of a “R-1 Cluster Subdivision” that is restricted to the uses, general layout and density demonstrated in Exhibit B. In accordance with the R-1 Cluster Zone the base density of the development allowed shall be 2.9 dwelling units per net acre.
- 4.3 In addition to the requirements of the R-1 Cluster zone, Owner and City agree that the development will consist of 195 single-family residential lots or less.

- 4.4 Master Declaration. Owner shall cause to be recorded against all phases of the development a Master Declaration of Covenants, Conditions, Restrictions, and Easements for the Still Water Lake Estates ("Master Declaration"). The Master Declaration shall provide for the creation of two Neighborhood sub-associations ("Sub-Associations"). Each Sub-Association shall be required to maintain, manage and operate its respective common areas, parks, trail landscaping and other features found within its specified neighborhood. The Master Declaration will have enforcement rights against each Sub-Association, including the right of assessment, for purposes of requiring that the maintenance obligations herein be fulfilled. Each Sub-Association will be a self-sufficient entity having authority restricted to its neighborhood area. During any period that Owner owns more than forty (40%) percent of the developable Lots within the Subject Area, Owner shall contribute such amounts to the Sub-Associations as may be necessary for the Sub-Associations to meet its respective maintenance obligations under this Agreement. From and after the date that Owner no longer owns forty (40%) percent of the developable Lots within the Subject Area, Owner shall only be required to pay to the Sub-Associations such amounts as are assessed by the Sub-Associations. In no event shall City be responsible or liable for the enforcement of the covenants created for the Sub-Associations.
- 4.5 Open Space. Owner agrees to provide a minimum of twenty five percent (25%) open space with site amenities, building location and landscape buffers and improvements substantially similar to those depicted on Exhibit C.
- 4.5.1 Parks shall be privately owned and maintained as specified in Section 4.4 Master Declaration. Parks shall be fully improved in accordance with Exhibit C. Parks shall have a public easement upon each for the use and enjoyment of the community, excluding parks marked as private parks within the ski lake portion of the development as depicted on Exhibit B.
- 4.5.2 Ski lakes shall be privately owned and maintained pursuant to the Master Declaration and the Sub-Association as specified in Section 4.4. Access and use of Ski Lakes shall be governed by the applicable Sub-Association, consistent with the Master Declaration.
- 4.5.3 Trails shall be provided by Owner and shall be ten (10) feet wide asphalt to be dedicated for public use to and maintained by the City. City shall indemnify Owner of any liability for public use of the trails once trail system is installed and in use. City's indemnification shall not apply to acts of negligence by owner, it's successors or assigns. Maintenance of the trail includes, but is not limited to all maintenance, repair, replacement, upkeep, snow/ice removal etc. as deemed necessary by City as with other public trails in City's trail system. Any damage to surrounding landscape or watering systems caused by the maintenance of said trail shall be repaired by City. The landscape surrounding the trail shall be maintained by the applicable Sub-Association in which the trail is located as specified in the Master Declaration.
- 4.5.4 Common Areas shall be provided and maintained by the applicable Sub-Association in which common area is located as specified in the Master Declaration.
- 4.6 Owner agrees to install fencing as specified in the landscape plan, Exhibit C, along the north and east boundaries of the Subject Area in accordance with Buffer Table A of the Syracuse City Zoning Ordinance, Section 10.30.080.

- 4.7 As part of the phase review process, Owner shall submit landscape plans to City in accordance with the approved landscape plan as attached Exhibit C, including the common areas, parks, trails, and park strips.
- 4.8 The architectural plans, building elevations, and building materials shall include exterior construction materials such as brick, rock, stucco, and hardy board similar to those depicted in the rendering on Exhibit D. Vinyl siding will not be allowed. Colors used shall be those as approved as part of the approved development plan, Exhibit D, and in accordance to Section 10.30.020 of the Syracuse City Municipal Code.
- 4.9 Double Frontage Lots. Residential lots located along Gentile Street, shall be buffered from the street by a minimum landscaped area of 5'-0" between the trail and the rear property line. Said area shall be landscaped in accordance with the Master Landscape Plan, Exhibit "C". Fencing along the open space shall be provided and maintained by the HOA and shall be of materials and construction type as approved in the Landscape Plan, Exhibit C. Neighborhood HOA Declarations shall prohibit specific uses in the rear yards of Double Frontage Lots to maintain a standard of aesthetics, such prohibited uses shall be at a minimum restriction of accessory structures greater than one hundred and fifty (150) square feet, placement, materials, architectural style and colors used which are identical to the main dwelling.
- 4.10 Construction Access shall be provided via an easement from UDOT from Bluff Road to the Northern Boundary of the Cottage Neighborhood.
- 4.11 Lot Setbacks. The required setbacks shall be as follows:
- | | |
|---------------------------|---------|
| Front Porch/Living Spaces | 20 Feet |
| Side | 8 Feet |
| Side Street | 20 Feet |
| Rear | 15 Feet |
- 4.12 Phasing: It is anticipated that final plat approval will happen in phases. The anticipated phasing plan has been included in Exhibit B. Owner shall have the flexibility to adjust phase sizes and the order in which phases are developed as long as the phases are approved by the City Engineer and Planning Commission, which approval shall not be unreasonably withheld. Phasing and construction access for each phase shall be approved by the City Engineer and occur in a manner in which infrastructure in completed phases is not damaged or unduly impacted by heavy construction equipment and traffic.
- 4.13 Water Lines Installation. Owner will install culinary and secondary water lines from Bluff Road, down Gentile Street, to the east property line of the Property, as depicted in Exhibit F, rather than extending water lines from Bluff Road through an easement provided by the property north of the development as depicted in Exhibit B. City will reimburse Owner for the additional costs associated with installing the water lines in Gentile Street, including but not limited to, additional length of piping, increased size of piping and valves, changes in piping material, compaction adequate for curb and gutter, additional traffic control, and asphalt repairs, that otherwise would not have been required had the lines been installed north of the development. City's reimbursement to Owner will be reduced by the bid amount of piping the existing ditch on the east side of 2000 West directly adjacent to the subdivision thus having Owner pay for that portion of the water lines on Gentile street equivalent to the bid value of piping the existing ditch described above. Said ditch will be piped under direction of the City within 1 year of this agreement. (See exhibit G)

City will have the opportunity to review pricing for the waterline installation and re-bid if City believes the costs are excessive. City will reimburse Owner for the installation of the water lines within thirty (30) days of completion of the installation. In the event City re-bids their portion of the waterline, Owner will still be required to install their portion of the main as depicted in Exhibit F.

On 2000 West, Owner shall be required to Connect Culinary and Secondary water lines from the anticipated Ski Lake road to the existing mains on 2000 West, but shall not be required to increase the size of the existing main lines in 2000 West.

2000 West Existing Ditch. City shall pipe the existing ditch on 2000 West directly adjacent to subdivision in exchange for running the secondary main down Gentile Street to Bluff Road.

- 4.14 Looping of Culinary Water Lines. Looping of culinary water lines from Gentile Street to 2000 West shall be required within 2 years of the first certificate of occupancy granted in the project. If Owner is unable to complete the looping of the water lines in the required time frame, Owner may install a water line loop through the UDOT parcel easement to the north of the property and tie in to Bluff Road. Installing the loop through the UDOT parcel does not remove the responsibility to provide a loop to 2000 West. If Owner does not complete the looping of the water lines within required timeframe, City may suspend the issuance of additional building permits until the looping is completed.
- 4.15 Curb Design: For interior Ski Lake Neighborhood Roads only as shown at Exhibit B, City agrees to allow Owner to utilize a mountable curb (reference UDOT Type D curb). Owner shall designate a temporary access for each lot.
- 4.16 Geotechnical. The surcharge of the roads in the Ski Lake phases shall be reviewed and approved by a Geotechnical Engineer and approved by City Engineer prior to any construction of the roads. Ski lake lots shall be inspected by a licensed geotechnical engineer, to insure that the compaction on these lots, to be determined at the time that the footings are excavated is adequate to support the residential structure proposed.
- 4.17 Dam Safety. Owner shall be required to obtain a Dam Safety permit from the State of Utah prior to construction of the ski lakes. Owner and the applicable Sub-Association shall further indemnify City from any damage caused as a result of dam failure, including to city infrastructure in the event of dam failure. Maintenance of the lakes and dam shall be provided pursuant to the Master Declaration and in accordance with the Dam Safety permit. Exhibit E.
- 4.18 Mosquito Abatement: The Master Declaration and the applicable Sub-Association shall address mosquito abatement. This section of the Sub-Association CCR's shall be approved by the Davis County Mosquito Abatement District.
- 4.19 Open Space Maintenance and Secondary Water. Owner shall be required to purchase connections to the secondary water system and pay the requisite impact fee. Secondary water service shall be billed to the applicable Sub-Association.
- 4.20 Private street option: On the ski lake portion of the Subject Area, Owner shall have the option to convert to a private street designation in the future with approval from City Engineer and Planning Commission, which approval shall not be unreasonably withheld. Notwithstanding the above option, Owner will meet all City Standards for streets and infrastructure as approved.

- 4.21 Boat Docks: A boat dock will be allowed for each ski lake lot and may be built prior to home construction. Any boat docks shall be built according to the standards established in the Master Declaration and applicable Sub-Association. Any boat dock shall be constructed within the common area of the lake subdivision.
- 4.22 Phase 4 improvements: Owner shall not be required to complete the improvements listed below for final inspection of phase 4a and phase 4b. Completion of these improvements will be required prior to Final City Plat approval of phase 2.
- Improvements on the North side of the North Lake between the North West corner of Lot 404 and 2000 West. (Landscape and Fence)
- Improvements on the South side of the South Lake between the South West corner of Lot 405 and 2000 West to include curb/gutter, trail, asphalt & landscape
- 4.23 Canal Crossing: Prior to recordation of the final plat for phase 9, the owner shall cause to be created an escrow or other surety document in the amount of fifty (50 %) percent of the estimated construction costs to cross the Davis County Canal at the west end of Phase 9. Said estimate shall be complete and include all street improvements including culinary and secondary water, sanitary and storm sewer, street lights, curb, gutter, sidewalk and asphalt, culvert, etc. meeting the City design standards in affect at the time of recordation of phase 9.

Said escrow or surety shall be held for a period of five (5) years from the date of Phase 9 recordation, payable to Syracuse City or designee. If right of way improvements are not commenced within the five (5) year period, the escrow or surety shall be released to the developer or future assignee, as specified in the escrow agreement. In the event the City determines that the right of way improvements are no longer necessary or otherwise deemed appropriate, the City may release the developer from the commitment to enter into the escrow agreement or may terminate the escrow agreement prior to the expiration of the five (5) year period.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

- 5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Syracuse City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.
- 5.2 Commencement Date. Owner shall commence construction within 18 months of the Final Plat approval of the first phase of development, and in good faith, diligently pursue completion of the development.
- 5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner 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 a person or any accident, injury, loss or damage caused to any person, property or

improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

ARTICLE VI REMEDIES

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations.
- 6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.
- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.
- 6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.
- 6.5 Appeals. If Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

**ARTICLE VII
GENERAL PROVISIONS**

- 7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner. Owner shall not have the right to assign this Agreement, in whole or in part, unless City has consented in writing to the Assignment, which consent shall not be unreasonably withheld. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: Irben Development, LLC
Attn: Mike Thayne
1768 N. 4850 W.
Plain City, UT 84404

With a Copy to: Benchmark Development, LLC
Attn: Neil Wall
1188 Sportsplex Dr. Ste 203
Kaysville UT 84037

With a Copy to: Brighton Homes Utah LLC
Attn: Nate Pugsley, President
215 N. Redwood Road
North Salt Lake, UT 84054

With a Copy to: SWLW I LLC
Attn: Mark Thayne
1188 Sportsplex Dr. Ste 203
Kaysville UT 84037

To City: SYRACUSE CITY CORPORATION
1979 W 1900 S
Syracuse, Utah 84075
Attn: Brody Bovero, City Manager
801/825-1477

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

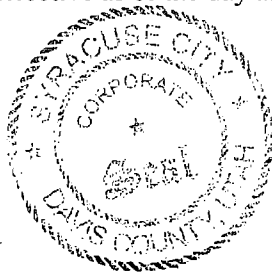
If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

- 7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.
- 7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.
- 7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.
- 7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.
- 7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.
- 7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:
- 7.8.1 With regard to Owner's Undertakings, performance by Owner of Owner's Undertakings as set forth herein.
- 7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

- 7.9 Recordation. This Agreement shall not be recorded without the prior written consent of both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.



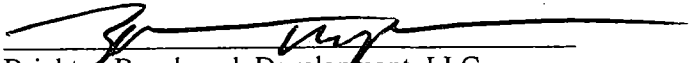
SYRACUSE CITY CORPORATION

By: T. Palmer
TERRY PALMER, Mayor

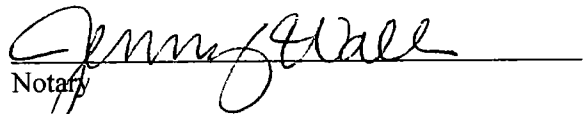
ATTEST:

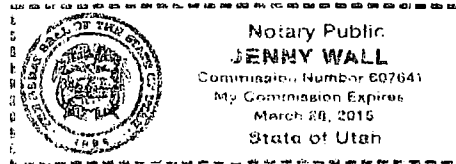
By: CBrown
CASSIE BROWN, City Recorder

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

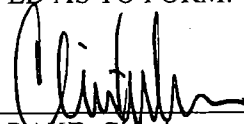

Brighton Benchmark Development, LLC

Subscribed and sworn to me this 25 day of June, 2014.

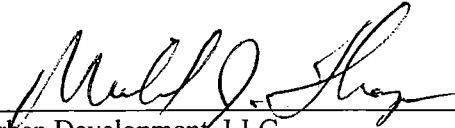

Notary



APPROVED AS TO FORM:

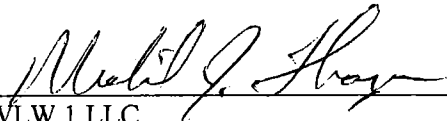

CLINT DRAKE, City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.



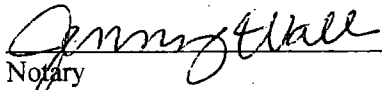
Irben Development, LLC

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

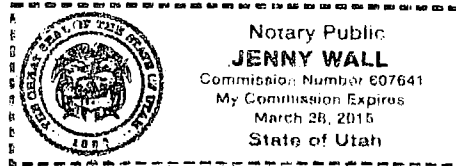


SWLW 1 LLC

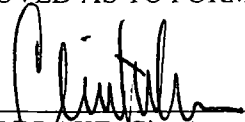
Subscribed and sworn to me this 24 day of June, 2014.



Notary



APPROVED AS TO FORM:



CLINT DRAKE, City Attorney

EXHIBIT A

Property depiction with legal descriptions

BOUNDARY DESCRIPTION A

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS NORTH 00°11'53" EAST 33.00 FEET ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 89°59'02" WEST PARALLEL WITH SECTION LINE 2620.72 FEET TO A POINT WHICH IS 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE NORTH 00°11'27" EAST (NORTH 00°11'36" EAST BY RECORD) 792.00 FEET PARALLEL TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 89°59'02" EAST PARALLEL WITH SECTION LINE 2620.83 FEET TO QUARTER SECTION LINE; THENCE SOUTH 00°11'53" WEST ALONG QUARTER SECTION LINE 792.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,075,644 SQ.FT. (47.65 ACRES)

12-704-0049 +
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BOUNDARY DESCRIPTION B

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT WHICH IS SOUTH 89°59'22" EAST 100.00 FEET ALONG SECTION LINE AND NORTH 00°11'53" EAST 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 22, AND RUNNING THENCE NORTH 00°11'53" EAST PARALLEL WITH QUARTER SECTION LINE 1403.41 FEET ALONG THE EAST LINE OF THE DAVIS COUNTY PROPERTY RECORDED AS BOOK 1212, PAGE 717 OF THE DAVIS COUNTY RECORDS OFFICE TO THE SOUTH LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID PARCEL (2) COURSES AS FOLLOWS: (1) SOUTHEASTERLY 488.92 FEET ALONG THE ARC OF A 11,125.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°31'05" (CHORD BEARS SOUTH 69°18'52" EAST 488.88 FEET) TO A POINT OF TANGENCY, AND (2) SOUTH 70°34'24" EAST 1104.66 FEET TO THE WEST LINE OF THE JENSEN BROTHERS DAVIS COUNTY PROPERTIES LLC PARCEL AS PER ENTRY 2184690, BOOK 4077, PAGE 102; THENCE SOUTH 00°11'53" WEST 863.58 FEET ALONG SAID WEST LINE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 TO THE NORTH RIGHT OF WAY LINE OF GENTILE STREET (3700 SOUTH STREET); THENCE NORTH 89°59'22" WEST ALONG THE NORTH LINE OF SAID STREET 1501.00 FEET TO THE SOUTHEAST CORNER OF SAID DAVIS COUNTY PROPERTY AND THE POINT OF BEGINNING.

CONTAINING 1,694,564 SQ. FT. (38.90 ACRES)

12-106-0050

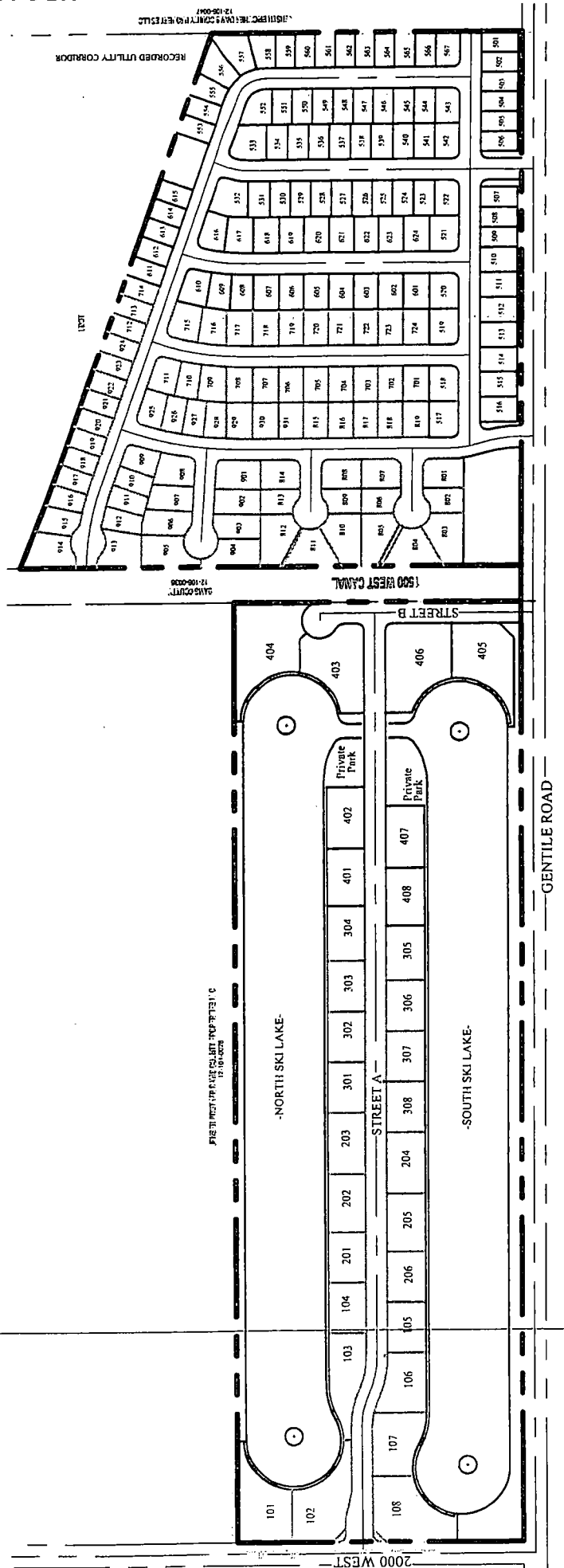
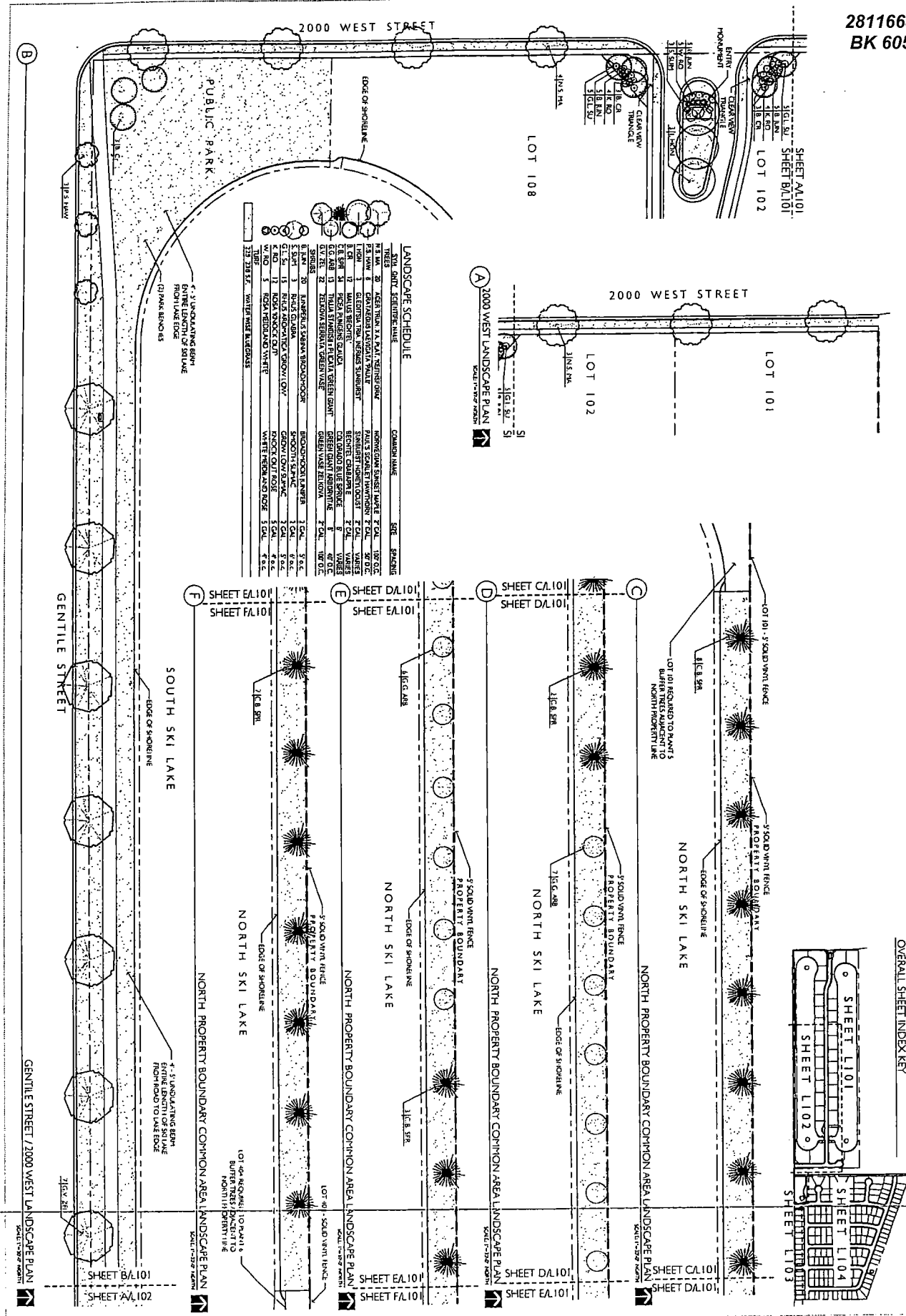


EXHIBIT B
Overall Site Plan

EXHIBIT C

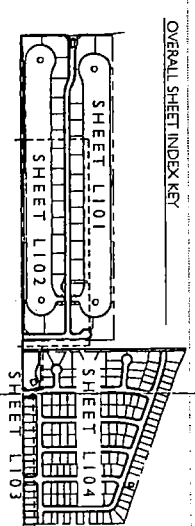
Landscape Plan (Attached on separate page)



LANDSCAPE SCHEDULE

TYPE	COMMON NAME	SPECIES
1	ADEN VITIS 'A. PAUL' TREILING DRUM	7' OAL. 100% G.C.
2	ADEN VITIS 'A. PAUL' TREILING DRUM	7' OAL. 100% G.C.
3	ADEN VITIS 'A. PAUL' TREILING DRUM	7' OAL. 100% G.C.
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Exhibit C



STILL WATER LAKE ESTATES
2000 WEST / GENTILE ROAD
SYRACUSE, UTAH

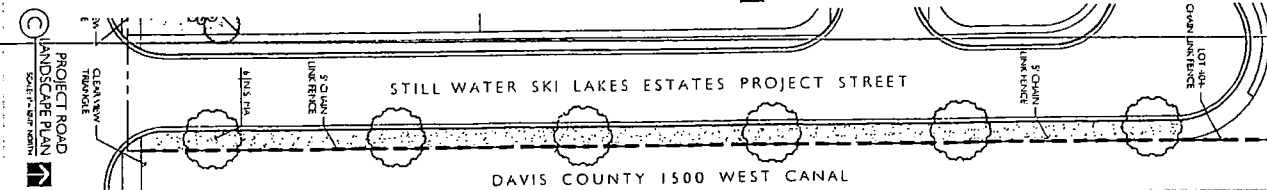
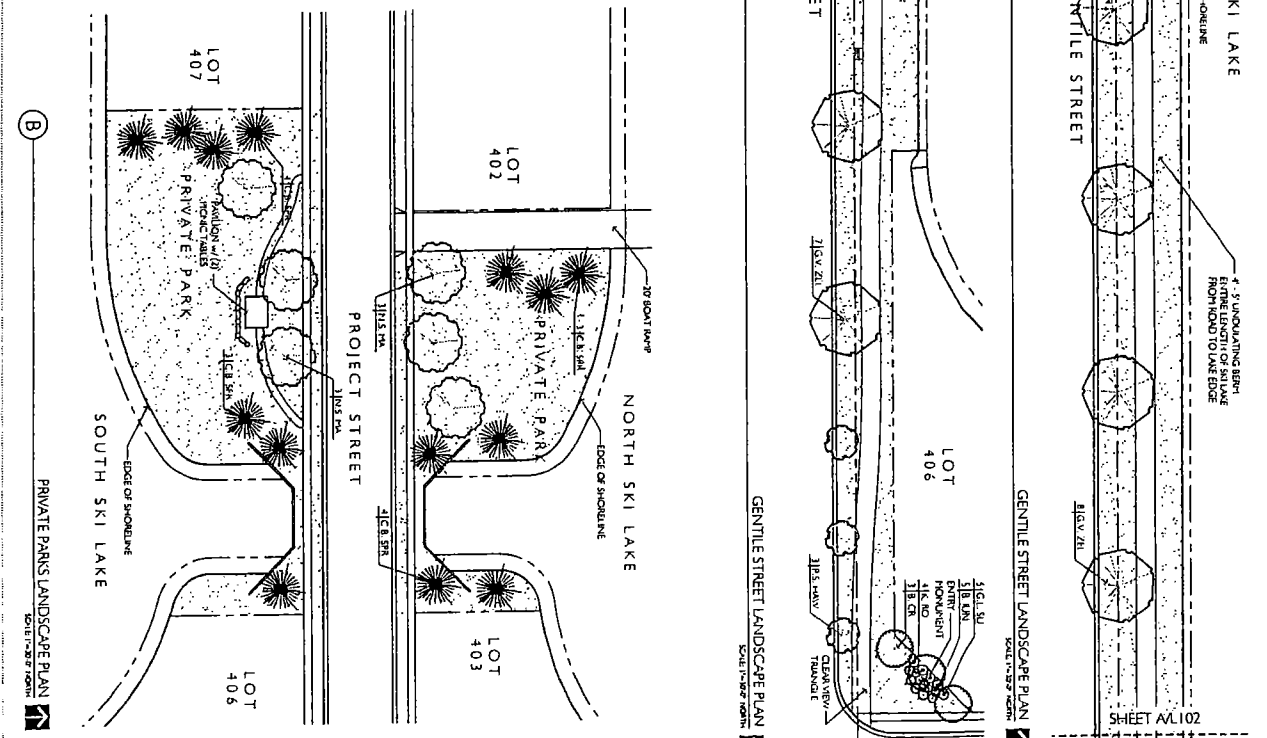
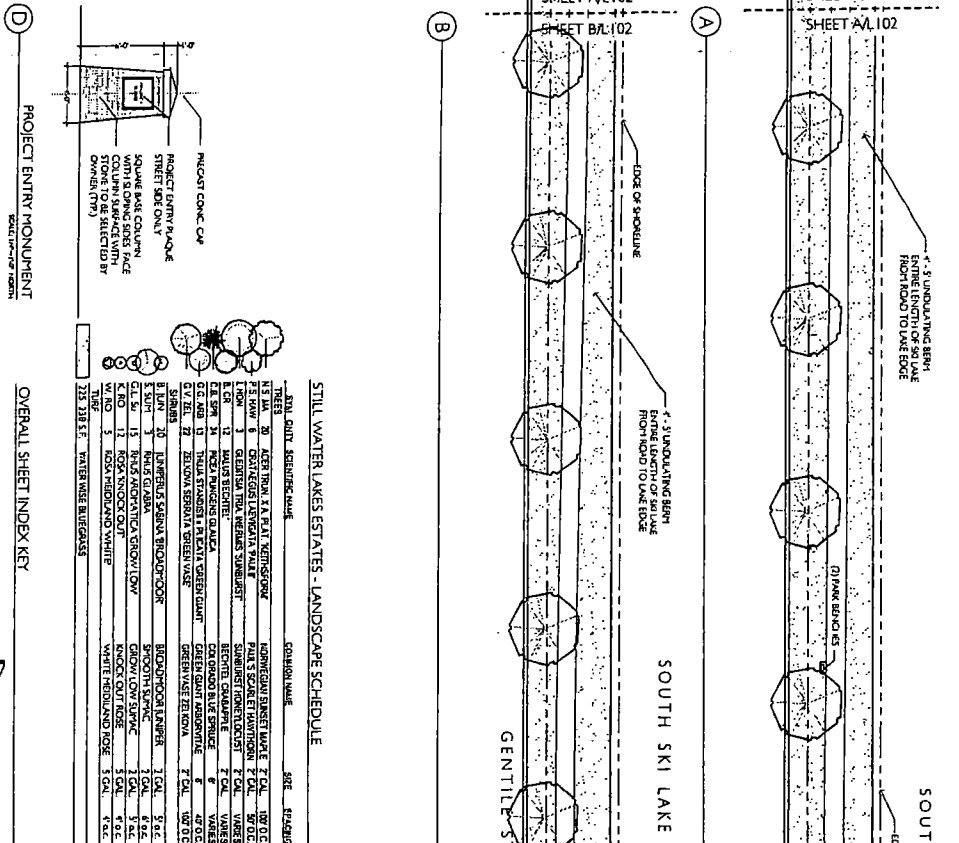
NUCO DEVELOPMENT

DESIGN
LANDSCAPE AND SITE
LAND PLANNING

11/11/2014 11:00:14
S:\Land\Gentile\1101
5/10/15/2011/2/2014

LANDSCAPE PLAN
1101

2811664
BK 6053 PG 215



STILL WATER LAKE ESTATES
2000 WEST / GENTILE ROAD
SYRACUSE, UTAH

NUCO DEVELOPMENT

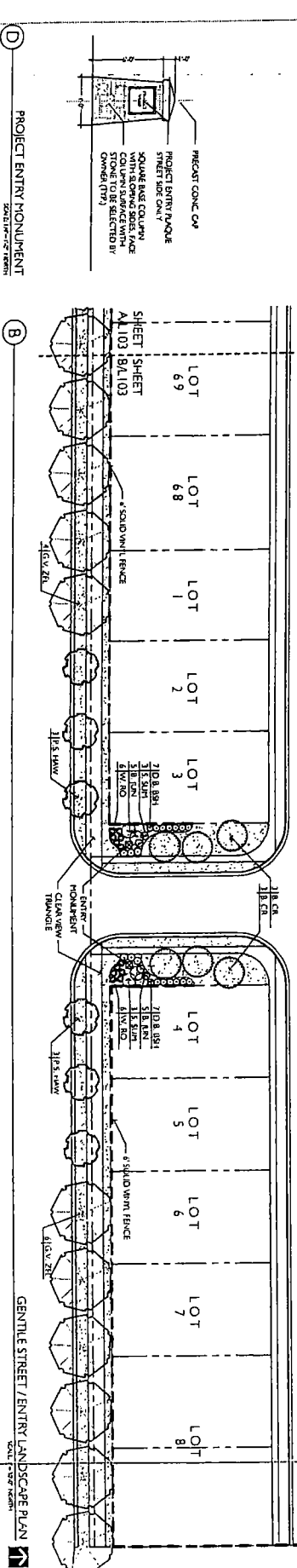
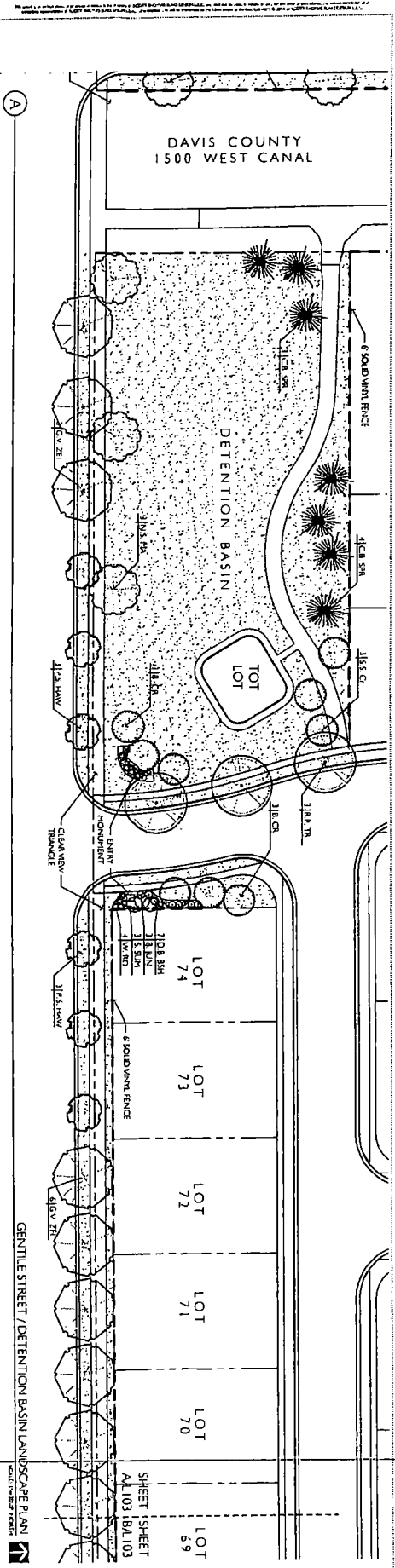
CSB DESIGN
LANDSCAPE ARCHITECTURE
& LAND PLANNING

(435) 300-1100 FAX
5410 S. GENTILE ROAD
SALT LAKE CITY, UT 84119
WWW.CSBDESIGN.COM

DATE: 02-11-10
SCALE: AS SHOWN

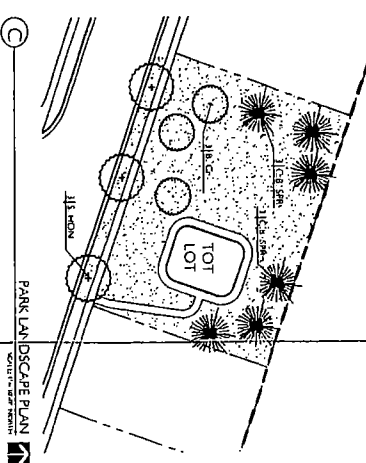
PROJECT: STILL WATER LAKE ESTATES
SHEET: L102

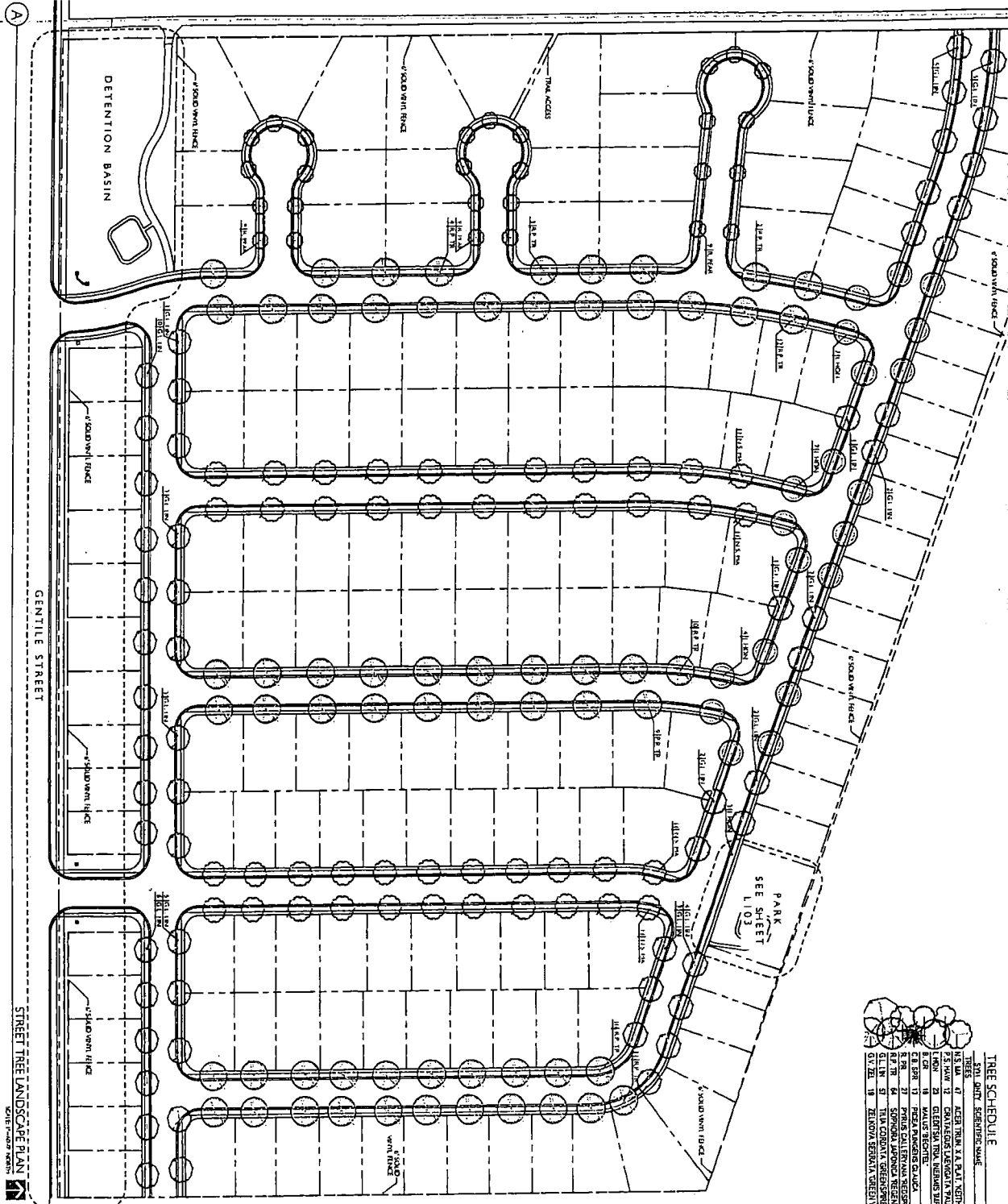
DESIGNED BY: [Signature]
CHECKED BY: [Signature]



STILL WATER LAKES - LANDSCAPE SCHEDULE

NUMBER	DESCRIPTION	QUANTITY	SIZE	SPECIES
1.0	1.0' x 1.0' PLANT	100	7" DIA.	VINES
2.0	2.0' x 2.0' PLANT	100	7" DIA.	VINES
3.0	3.0' x 3.0' PLANT	100	7" DIA.	VINES
4.0	4.0' x 4.0' PLANT	100	7" DIA.	VINES
5.0	5.0' x 5.0' PLANT	100	7" DIA.	VINES
6.0	6.0' x 6.0' PLANT	100	7" DIA.	VINES
7.0	7.0' x 7.0' PLANT	100	7" DIA.	VINES
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80.0	80.0' x 80.0' PLANT	100	7" DIA.	VINES
81.0	81.0' x 81.0' PLANT	100	7" DIA.	VINES





TREE SCHEDULE

TREE SHT	SYMBOL	COMMON NAME	SIZE	SCALES
JL101A	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101B	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101C	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101D	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101E	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101F	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101G	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101H	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES
JL101I	(Symbol)	NONINVASIVE SPURGE	7" O.C.	VARIES

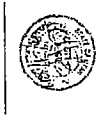
LANDSCAPE PLAN
L104

STILL WATER LAKE ESTATES
GENTILE ROAD
SYRACUSE, UTAH

BRIGHTON HOMES UTAH
310 WEST 500 SOUTH, SUITE 210
BOONVILLE, UTAH 84016

DATE REVISION

DATE	REVISION



STB DESIGN

LANDSCAPE ARCHITECT
1400 N. 1000 E.
SUITE 100
SALT LAKE CITY, UTAH 84143
801.467.1100
STBDESIGN.COM

EXHIBIT D
Development Plan

Still Water

LAKE ESTATES

Syracuse City, Utah



Introduction

2811664
BK 6053 PG 221

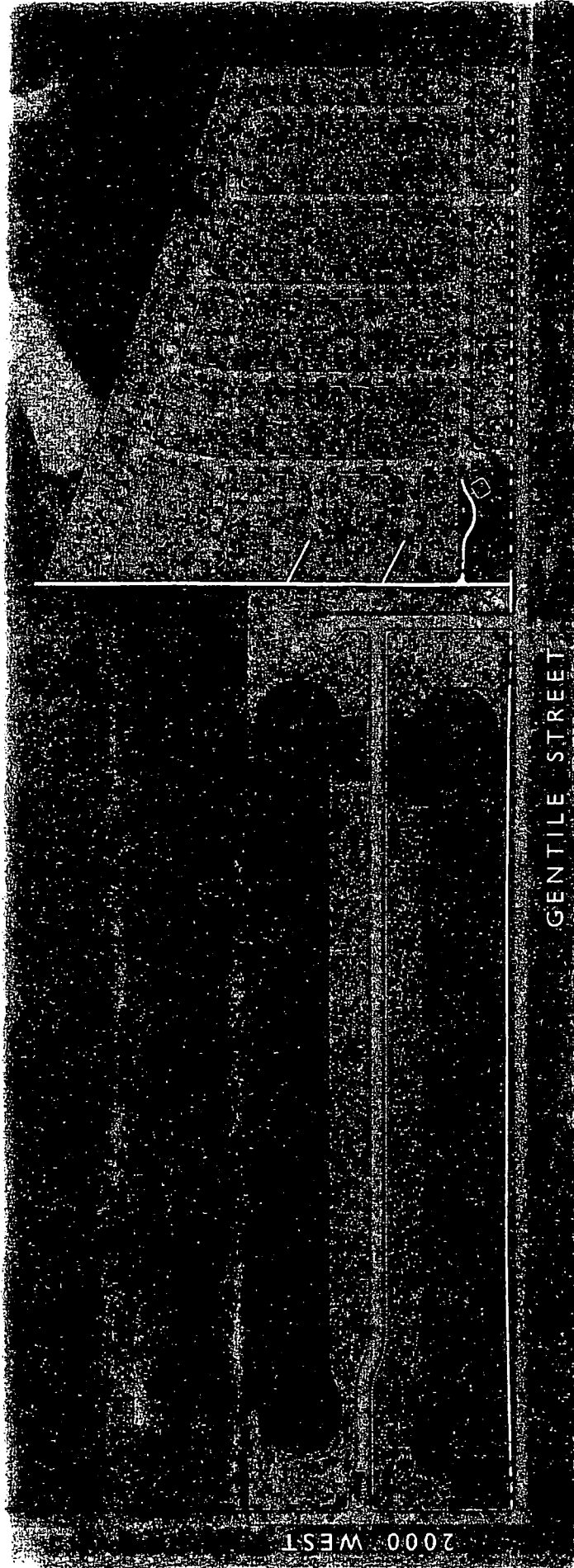
Still Water Lake Estates is an R-1 Cluster Subdivision development in Syracuse City Utah. It consists of two neighborhoods that cater to outdoor oriented families who love the water – a Cottage Neighborhood and a private Ski Lake Neighborhood. This is a very unique and attractive development located along Gentile street at about 1500 West in Syracuse.

A trail system will provide easy access for all residents to the south shoreline of the lake, 3 public parks, Jensen Nature Park and miles of the city trail system. The ski lakes, private to lake neighborhood lot owners, provide vast open space and an attractive, “next door”, aesthetic and visual amenity for the cottage neighborhood and the general public.

There are currently two private ski lakes in Utah that provide a desirable combination of a lake and a home on the same property. They are beautiful and successful developments that have been attractive to the water sports enthusiast. The proposed Still Water development adds a third element of being in an urban environment with easy access to all the conveniences of the “city”. The lake neighborhood lot owners will enjoy a lake in their own back yard and the cottage neighborhood residents will appreciate and enjoy the close proximity and visual amenity the lake provides. This is not a weekend getaway; it is home. And Syracuse is the perfect location with its vibrant, outdoor and active environment with citizens that value a high quality of life.

Indeed this is a great development that will be great for the residents and great for Syracuse City.

The following pages give an overview of what and why we are bringing Still Water Lake Estates to Syracuse City



STILL WATER LAKE ESTATES
SYRACUSE, UTAH

Still Water

LAKE ESTATES

Ski Lake Neighborhood



Ski Lake Vision and Development Objectives

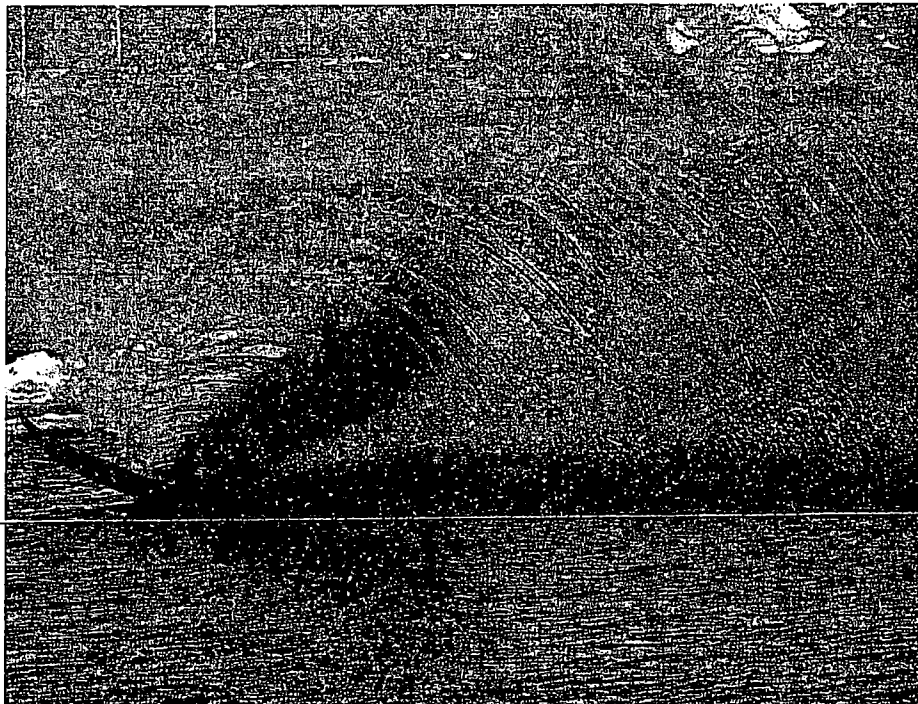
Still Water Lake Estates will provide a residential neighborhood for active fun-loving families who enjoy being close to the water. This vibrant Neighborhood within an urban setting at the heart of the Wasatch Front provides easy access to excellent schools, shopping, restaurants, entertainment and community services. Each lot backs up to a beautifully designed Ski lake.

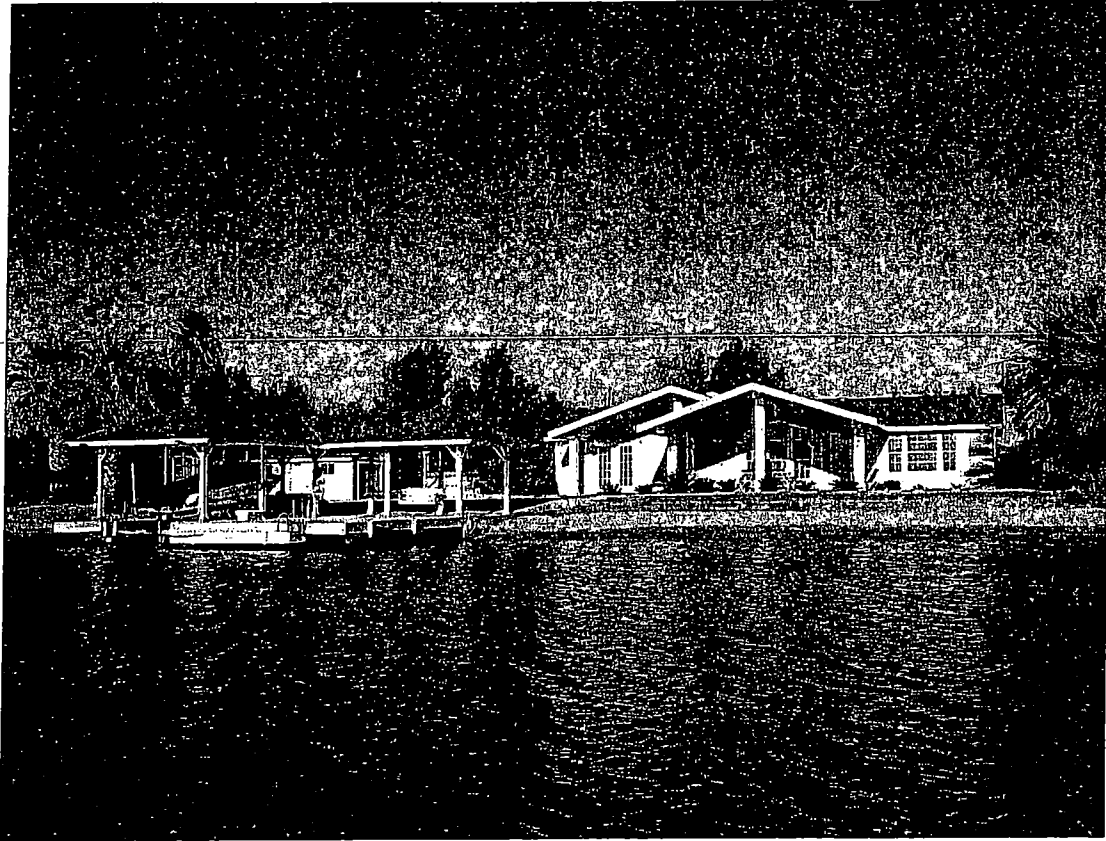
47 Acres – 2 Private Lakes - 15 homes per lake - 2 Private Parks

Each lay lot may have its own covered dock with automatic boat lift allowing the owner to leave his boat in the dock the entire season. Within minutes one can walk to the dock, lower the boat into the water and be skiing, wake-boarding or just going for a ride. Many owners will use the lake daily because of the convenience. Others will simply enjoy having the view and the scenery of this amenity.

Owners who desire to use the lake simply hang a flag visible to all from their dock and take their turn in a clockwise rotation around the lake. When finished the owner simply removes his flag. There will only be one boat using the lake at a time. The lakes and shorelines are engineered to dissipate boat wakes completely after each pass eliminating the need to wait for the water to calm down. The small islands at the end of each lake prevent boat wake from traveling back down the lake. The most common use of the lake will be slalom-course water skiing. The slalom course consists of a boat path defined by buoys and 6 floating balls to ski around. The boat speed is fixed and when the skier makes it around all 6 balls, the ski rope is shortened and he makes another attempt.

Boating has long been a family sport. This unique development brings the lake to the family.





Family Amenities:

Private parks with covered pavilion and picnic tables.

Walking trail along lake connected to Jensen Nature Park and the Syracuse City trail systems.

Fishing at Jensen Nature Park less than 1/2 mile away on walking trails.

Public schools, grocery stores, restaurants, public library, community and recreation center, golf course, theaters, bowling alley, gas stations and banks only a few miles away.

CC&R's specify an open view corridor at the back of each lot providing visibility up and down the lake from each lot.

The Lakes:

Lakes are approximately 2,300 feet long, 220 feet wide, and 7 feet deep.

Lakes are connected with a channel allowing either lake to be used by any owner.

Many water sports allowed such as skiing, wake-boarding, tubing, etc.

Allowed boats must be under 21 ft. 8" long, inboard only.



Lots

Number of Lots – 30 (15 per lake) .37 to 1 acre

Ownership of Lots - One owner per lot

Use of Lots – Single Family Residential

Home Construction and Architectural Design Guidelines

Home Size (living area excluding basement): Minimum allowed: Single level - 1800 sq. ft., two story – 2400 sq. ft.

3-car Garage min. Roof: 6/12 pitch, 50 yr. architectural shingle, 6 inch fascia.

Exterior materials allowed: Brick, rock, stucco (accent only), timber accents allowed. Fiber cement siding allowed as an accent. Aluminum or Vinyl siding not allowed. HOA Architectural Review Committee may consider other products.

HOA Architectural Review Committee must approve the color of exterior materials.

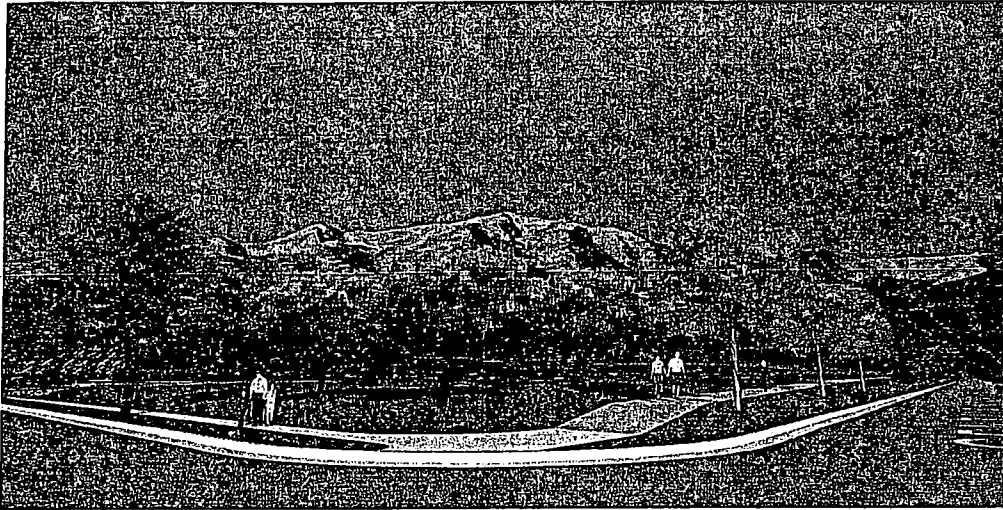
Accessory Buildings must conform to same standards as home.

Basements: Lots will accommodate basements per geotechnical reports.

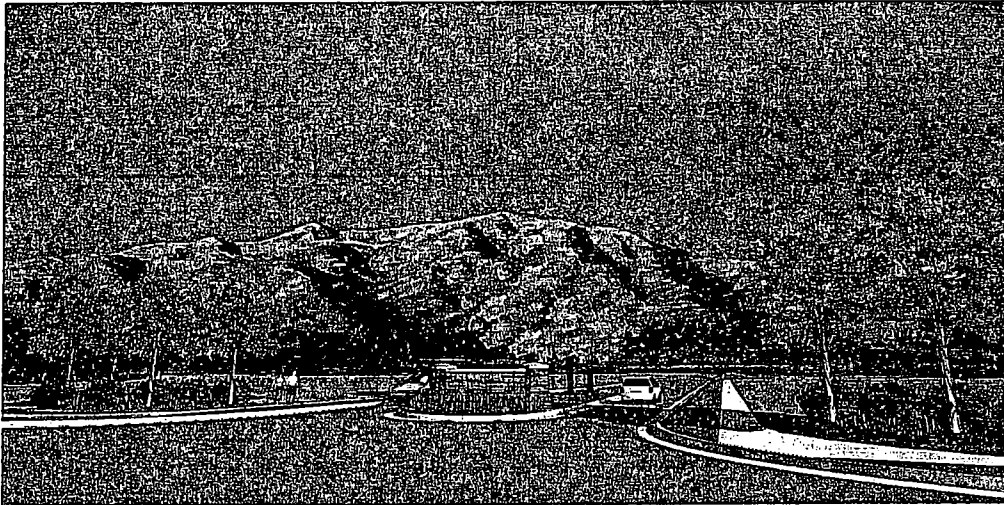
Fencing on Lots: Welded steel ornamental fencing. No fencing allowed within view corridor, which is 20 feet from shoreline.

Dock overall design will be specified by HOA agreement and uniform for all lots

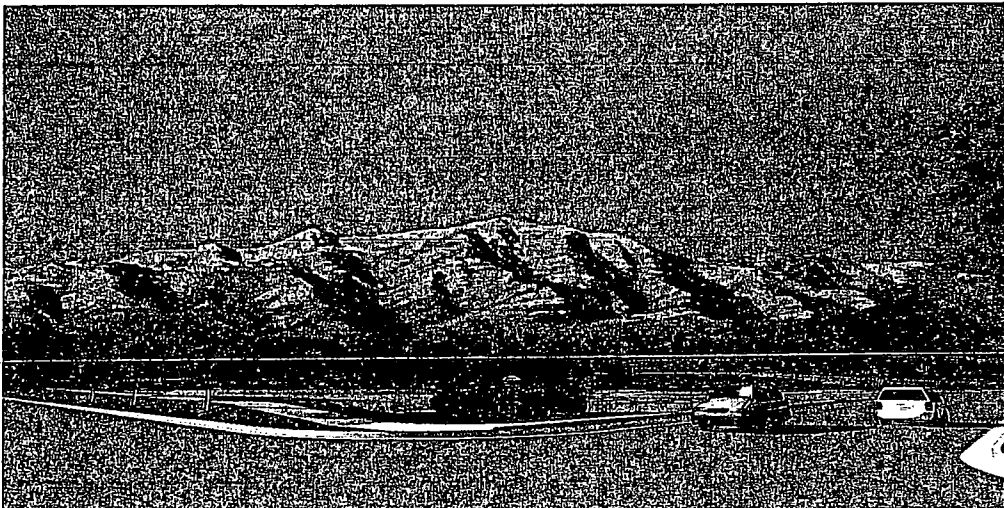
Proposed Landscape Renderings



South West Corner Looking North East

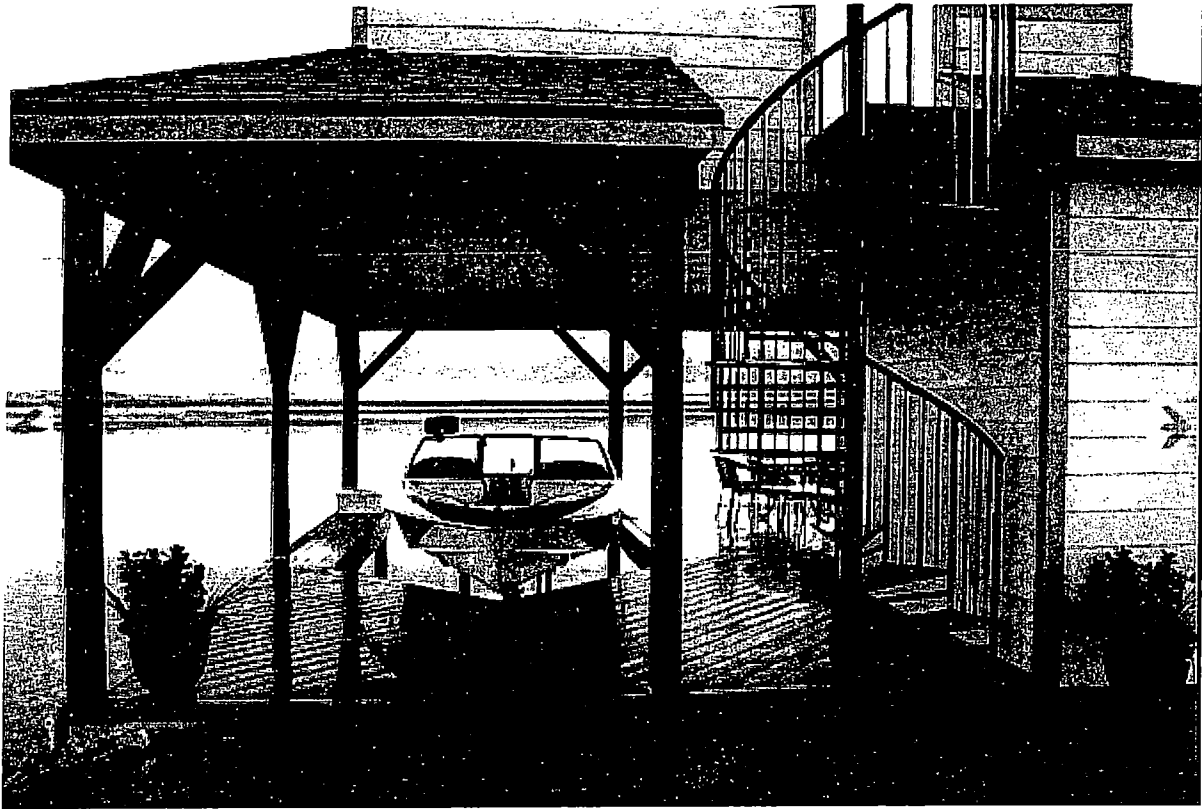


2000 West Entrance



Gentile Entrance

Boat Dock Examples



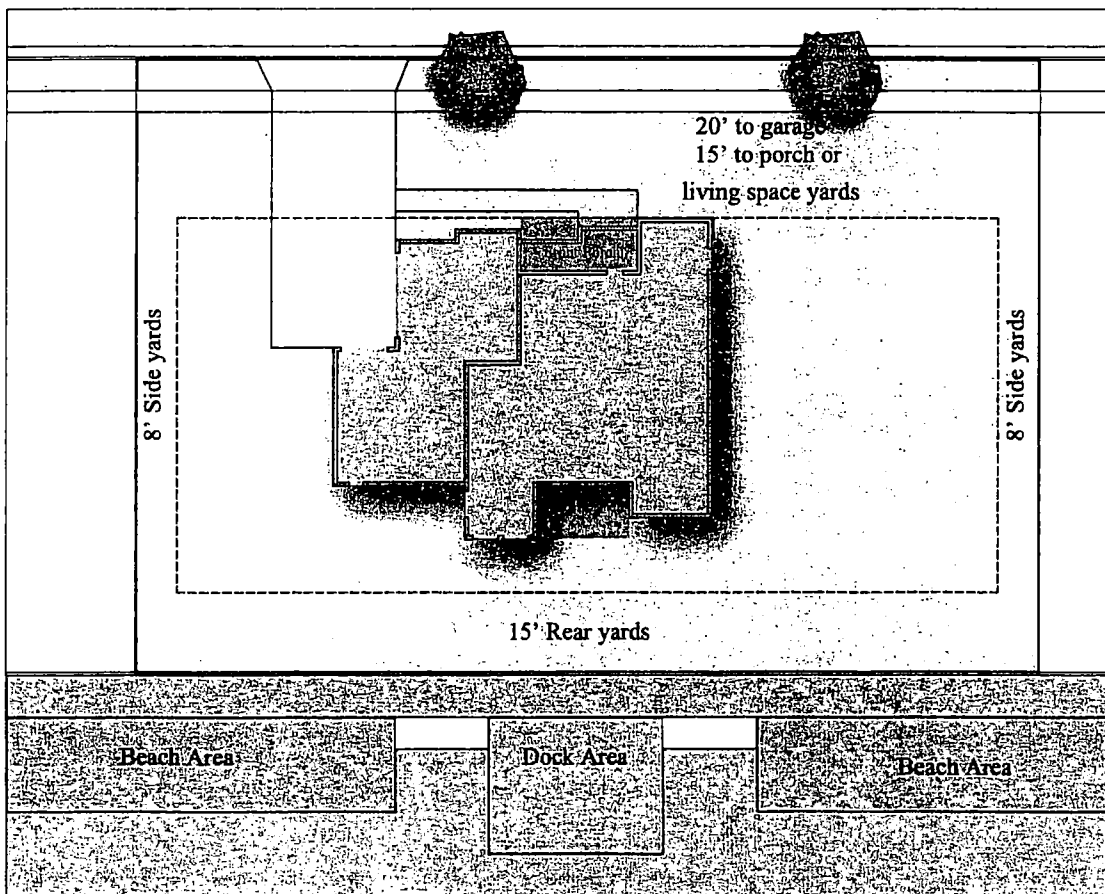
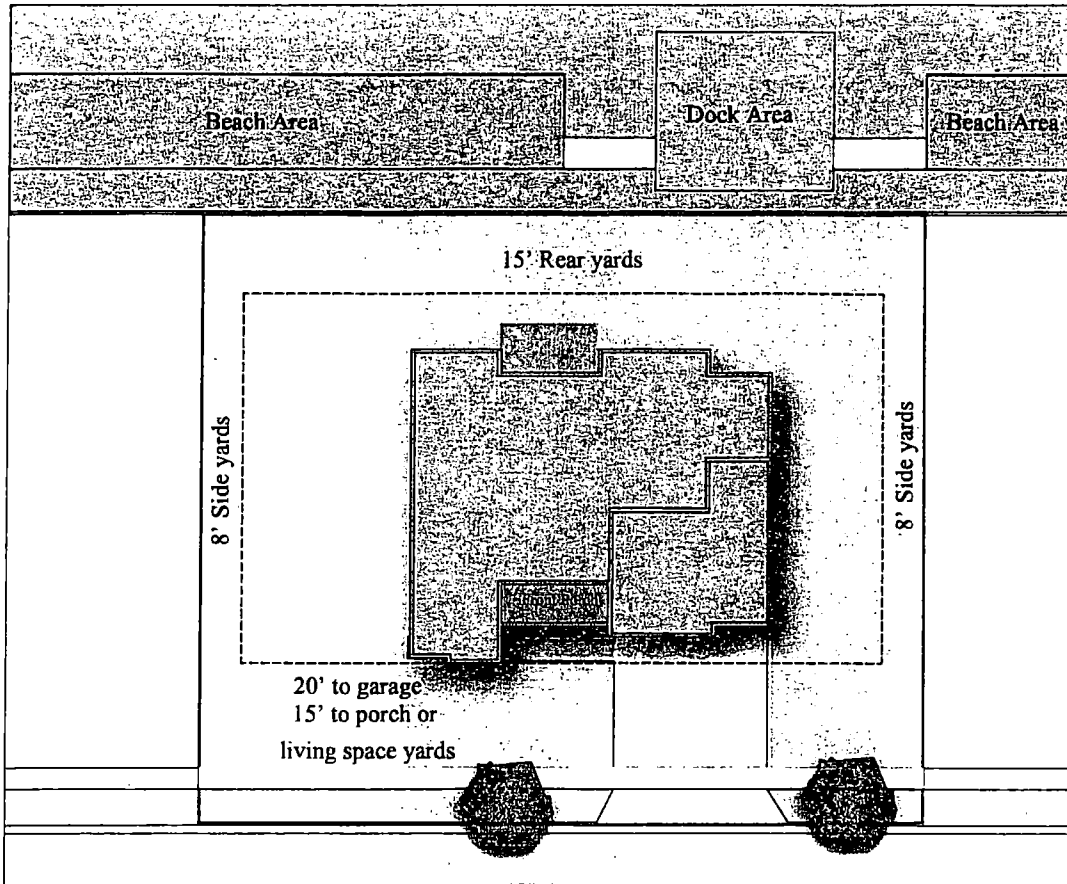
Sample of dock on a ski lake only. Design may vary

Architectural Style

Homes located in the Ski Lake Neighborhood will maintain a similar style of home as in the Cottage Neighborhood, or the craftsman style home. These homes however will have much more strict requirement on the use of materials. Additional masonry requirements will be placed on these homes, fiber cement board and stucco will be used as accents to the masonry facades. These requirements while not jeopardizing a unifying theme of the development as a whole will provide an estate like feeling to homes located along the ski lake Neighborhood, and provide flexibility in the homes design and use of materials. As in all cases each home will be required to meet city design standards found in the Syracuse City

Code





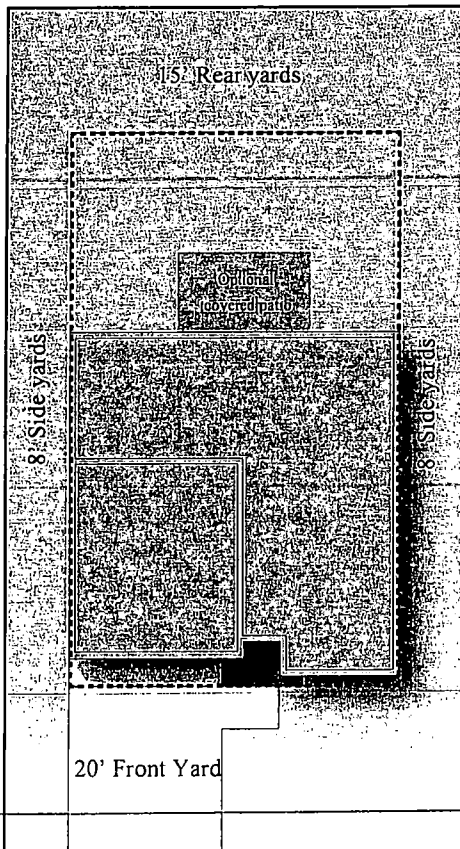
Still Water

LAKE ESTATES
Cottage Neighborhood

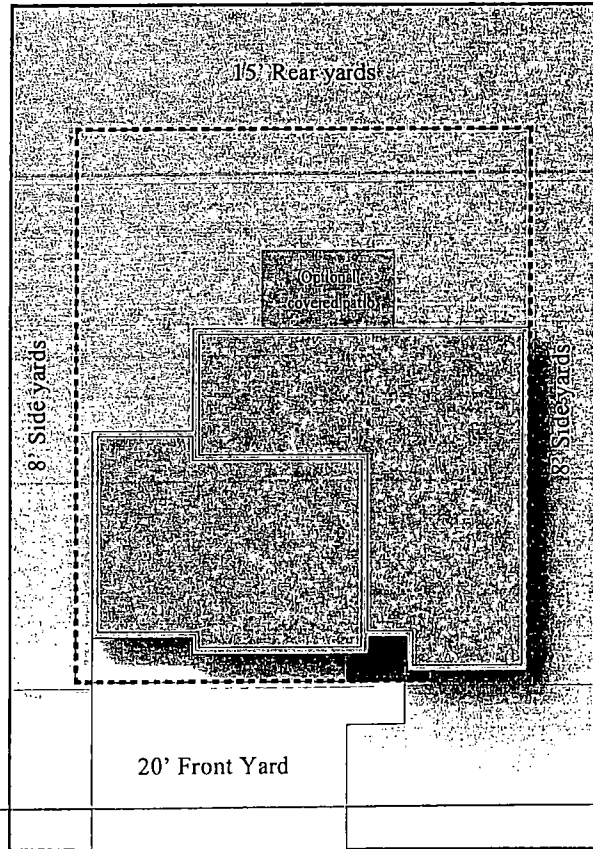


Architectural Style

The Cottages Neighborhood, in creating a uniformed aesthetic community, will consist of homes in the Craftsman Style. The front elevations of the home will be either a combination of brick or stone, and composite cement board, or stucco with brick or stone. Any home that has a front elevation with stucco shall meet the city's minimum design standard found in Syracuse City Code. The side and rear elevations will be of cement board or stucco. Homes placed on corners will require the side of the home that faces the street to be consistent with materials found on the front elevation of the home, and/or per the design standards found in Syracuse City Code.

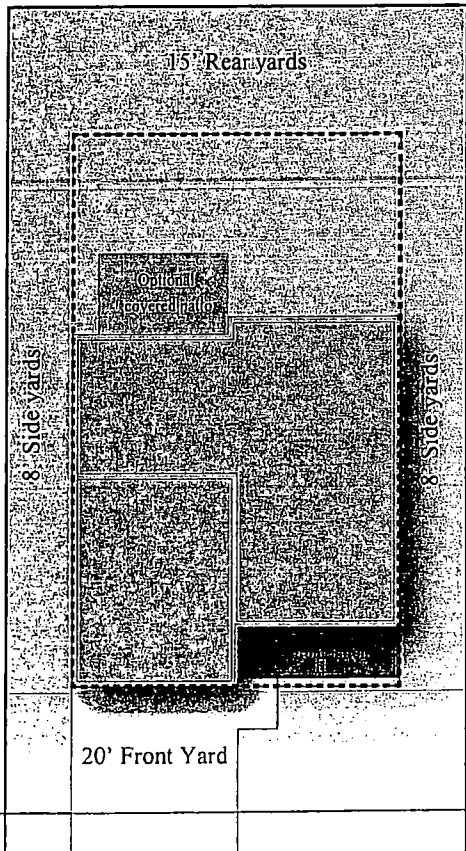


56' Wide Typical Lot

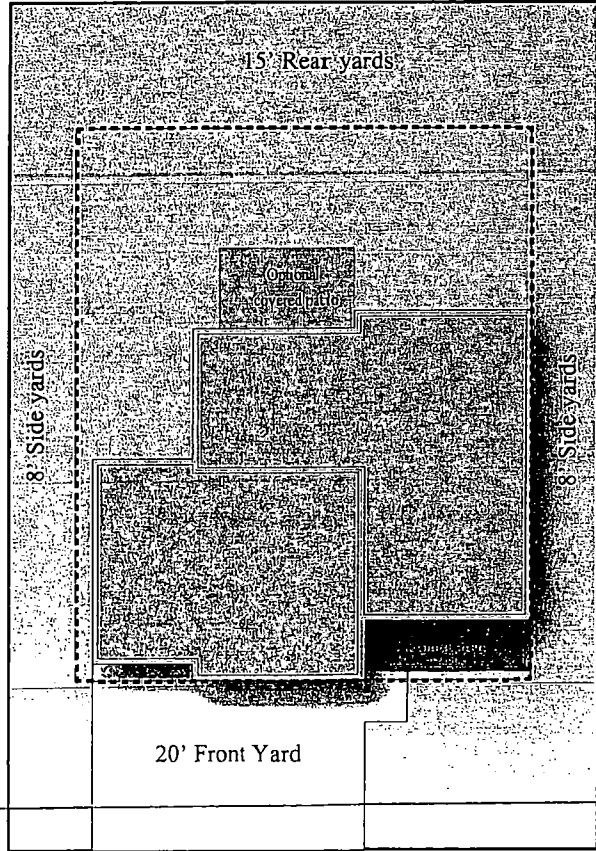


70' Wide Typical Lot

All images are a representation and will meet all city design guidelines. These are representations only, homes may vary



56' Wide Typical Lot

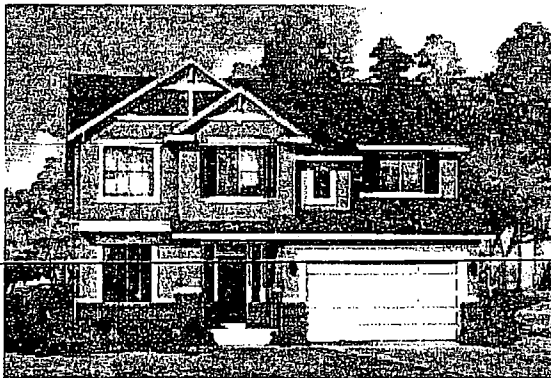
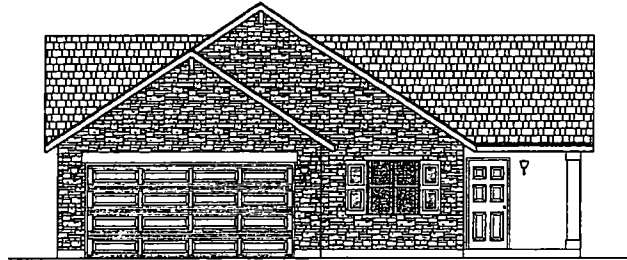
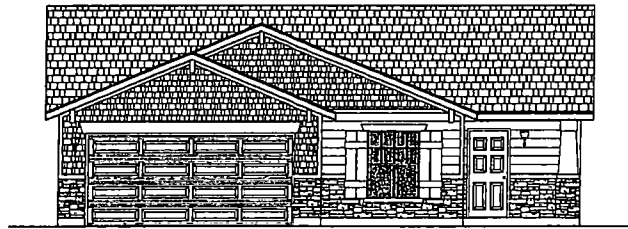
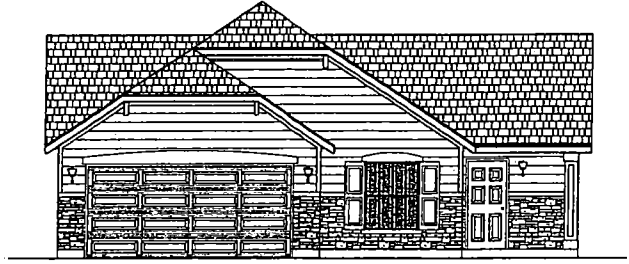


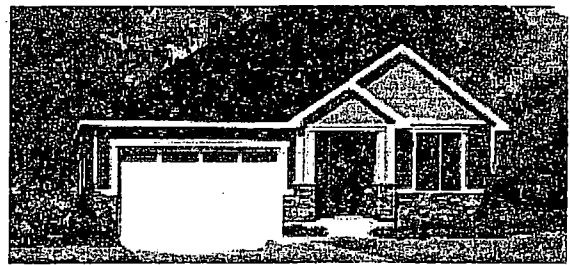
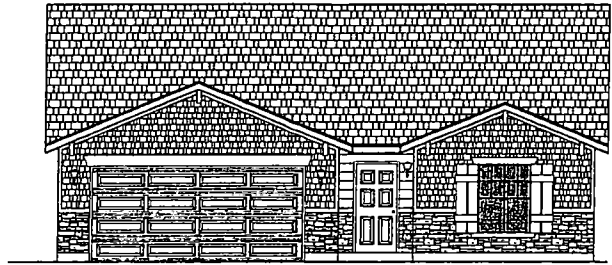
70' Wide Typical Lot

All images are a representation and will meet all city design guidelines. These are representations only, homes may vary



All images are a representation and will meet all city design guidelines. These are representations only, homes may vary



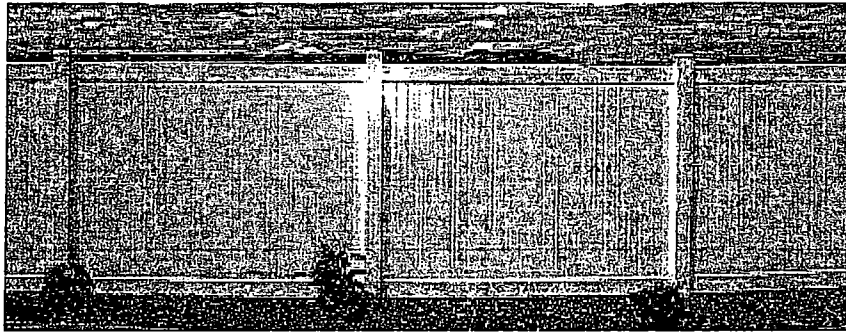


Utility installation and Site Work

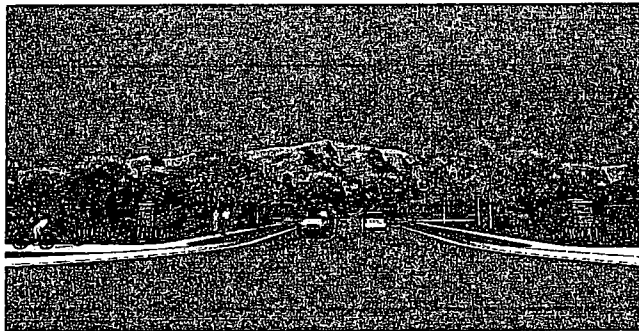
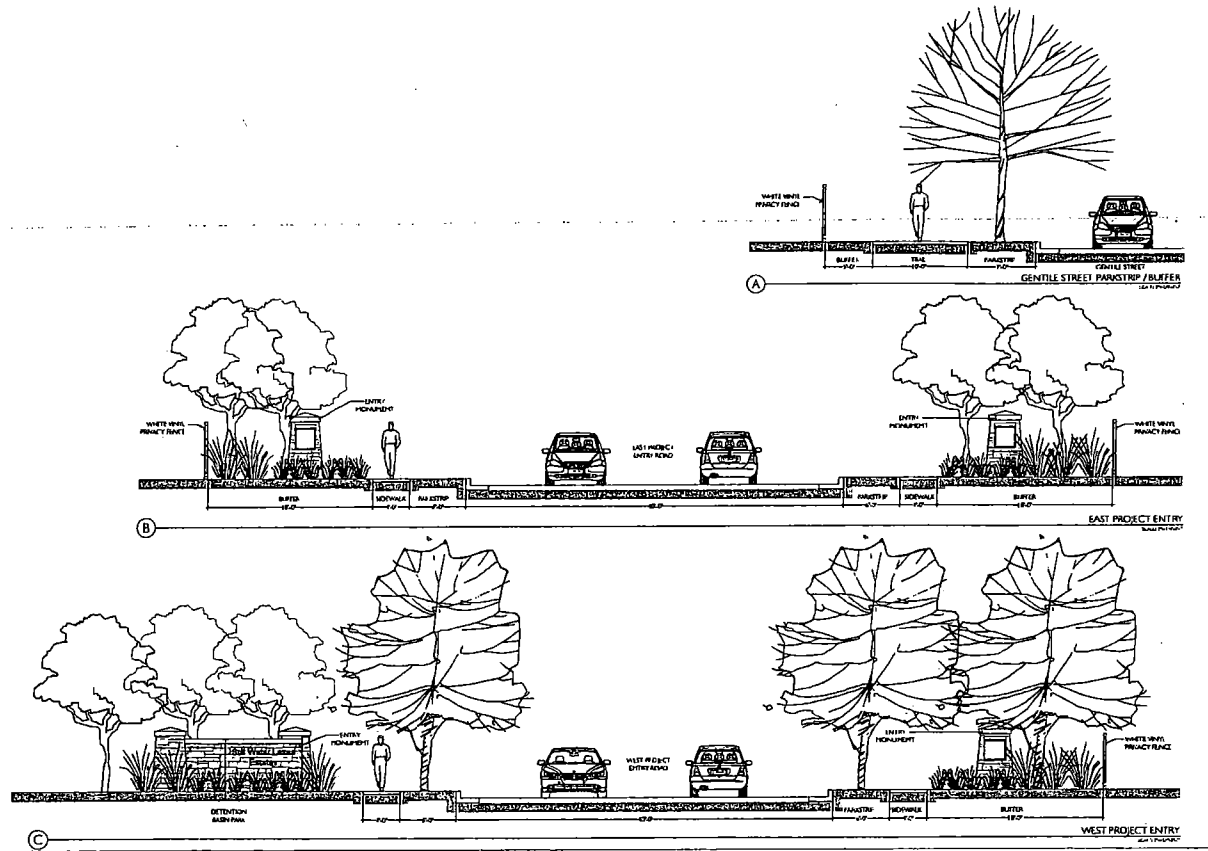
Site grading and utility installation will begin immediately following plat approval. We anticipate this will take three to five months for the first phase. The utility construction and installation will be done by a qualified excavation firm.

Perimeter Security Fencing

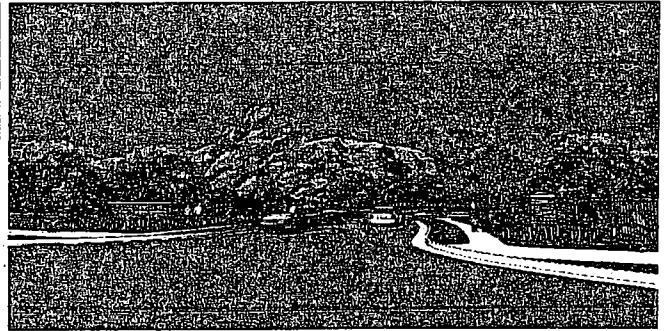
The development will provide a perimeter fencing along the east, west and northern boundary of the Cottage Neighborhood, this fence will be 6'-0" vinyl privacy fence. The project will also provide a similar fence along the property that fronts Gentile Road. Gentile Road will be lined with trees to buffer the fence from the trail, park strip and street



Landscape Plan



East Entrance



West Entrance with Park

The project will include tree lined streets along Gentile as well as throughout the development. Entry monuments will be located at both entrances to the development to create uniformity to the development. These areas will be landscaped to provide additional visual appeal. The two parks will be landscaped with trees, grass and will include a tot lot. The development will provide to access points from the development to the city trail system that runs along the canal on the west side of the development. Refer to the landscape plan submitted for described information.

Description of Amenities

Parks:

The Cottages Neighborhood will consist of two pocket parks. The park on the northern property line is a total of 13,926 Sqft or .32 acres. It will be maintained by the HOA, and the developer will provide a public easement over the park to allow access for individuals not living within the development. The park will be landscaped with trees and grass, and a small tot lot will be provided.

At the southwest corner of the Cottages Neighborhood a second park is provided. This park will be maintained by the HOA, and the developer will provide a public easement over the park to allow access for individuals not living within the development. The park is a total of 50,423 Sq ft or 1.16 acres. It will be landscaped with trees and grass, and a tot lot will be provided.

Trails:

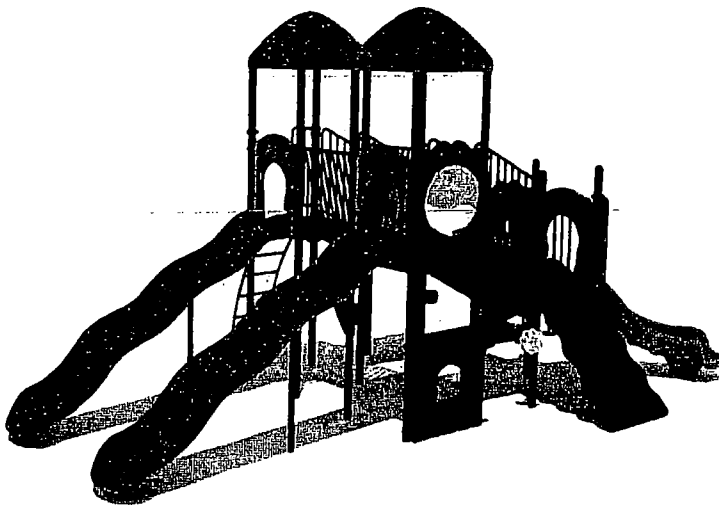
The trail that currently runs along Gentile Road will be removed and repaved in asphalt. It will continue along Gentile Road, past the west property line of the Cottages Neighborhood, continue along the lakes by the Ski Lake Neighborhood portion of the community, terminating into a public park on the western end of the project.

Along the western border of the Cottages Neighborhood exists a canal. Along the canal is a trail that will connect to the trail system that runs from east to west along Gentile Road. The developer will provide two separate access points through the Cottages Neighborhood, that will connect the community more fully to the trail system of the community and the city wide trail system.



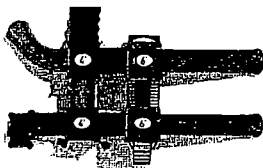
South West Corner Looking North East (Park Along Gentile)

Proposed Tot Lot Structures



Technical Information

For Ages: 5-12
Use Zone: 44'7" x 40'3"
Deck Height: 4' & 6'
Capacity: 35-45
Deck: 13 Gauge, 36 7/8" Square
Connection: Clamp
Color Options: Primary
Mounting Option: Inground

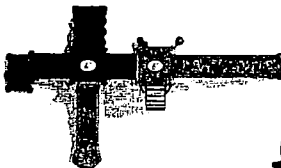


Tot-Lot in park fronting Gentile

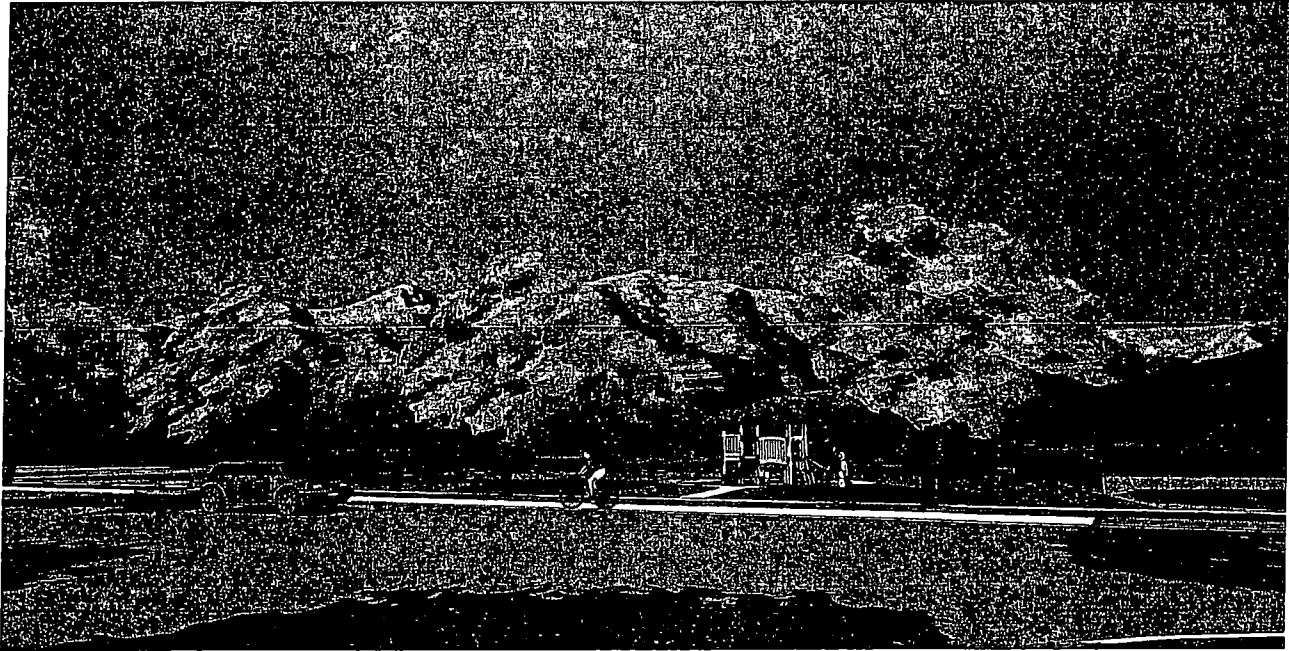


Technical Information

For Ages: 3-12
Use Zone: 29' x 37'
Deck Height: 4' & 6'
Activities: 7 Events
Capacity: 10-15
Critical Fall Height: 72"
Deck: 13 Gauge, 36 7/8" Square
Connection: Clamp
Color Options: Primary
Mounting Options: Inground



Tot-Lot in park at North end of Cottage Neighborhood



South of North Park Looking North (North Park)



Trail Master Plan (Development will tie into this system in several locations, refer to Landscape Plan)

EXHIBIT E
Dam Safety Permit



GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Water Rights

Kent L. Jones, P.E.
State Engineer/Division Director

ORDER OF THE STATE ENGINEER ORDER GRANTING PERMIT TO CONSTRUCT, ENLARGE, REPAIR, ALTER, REMOVE OR ABANDON A DAM

Application No. UT53669, submitted in the name of Irben Development LLC, applicant, to construct a dam, without submission of formal plans is hereby approved.

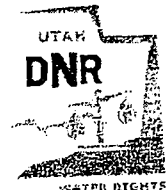
The statutory process and criteria for evaluation of this application are described at UTAH CODE ANN. § 73-5a-202 through -205. The State Engineer has determined that this application does meet the necessary legal criteria for approval based upon the following Findings of Fact and reasoning set forth in the Discussion. The applicant is hereby authorized to conduct the work detailed in the application and supporting documentation, as described in this Order. Any modification may require additional authorization and/or application resubmittal.

FINDINGS OF FACT

1. The dam will impound 30 acre-feet of water, with an additional 60 acre-feet of below ground storage.
2. The high water elevation will be no more than 2 feet above the natural ground at its maximum depth.

DISCUSSION

1. It is the opinion of the State Engineer that the proposed dam does not constitute a threat to human life if it fails.
2. It is the opinion of the State Engineer that the proposed dam may result in only minor property damage that would be limited to property held by the owner of the structure if it fails, provided the water depth is restricted to no greater than 2 feet above the natural ground level at its maximum depth.
3. The submission of plans is waived pursuant to Utah Code 73-5a-202.3.



Page 2
UT53669
March 27, 2012

ORDER

The applicant is ORDERED to abide by the terms and conditions of Application No. UT53669 as follows:

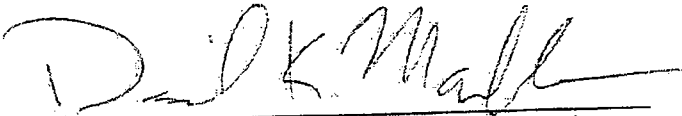
1. Authorization is hereby granted to construct, enlarge, repair, alter, remove or abandon the proposed dam as detailed in the application and supporting documents. However, operation of this facility also requires a valid water right approved by the State Engineer. It is the responsibility of the applicant to assure a valid water right is in place before diverting or impounding any water in association with this approval.
2. All design and construction activities undertaken shall be commensurate with state-of-the-art standards.
3. Identification of the inspector (if inspection services are being engaged) and the contractor for the project shall be submitted to this office prior to the beginning of any construction.
4. All inspectors' journals and results of material testing performed during construction shall be submitted to this office no later than the 15th of the month following the date of said records.
5. If historical resources such as human remains (skeletons), prehistoric arrowheads/spear points, waste flakes from stone tool production, pottery, ancient fire pits, historical building foundations/remains, artifacts (glass, ceramic, metal, etc.) are found during construction, call the Utah Division of State History at (801) 533-3555.
6. Approval will be voided if construction has not begun within 1 year of the date of this Order.
7. The maximum water elevation may not be more than 2 feet above the natural ground elevation at the reservoir maximum depth.

Your contact with this office, should you need it, is with the Dam Safety Office. The telephone number is 801-538-7373.

Page 3
UT53669
March 27, 2012

This **Order** is subject to the provisions of UTAH ADMIN. CODE R. 655-6-17 of the Division of Water Rights and to UTAH CODE ANN. §§ 63-46b-13 and 73-3-14, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this **Order**. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this **Order**, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken within 20 days after the Request is filed.

Dated this 29 day of March, 2012.

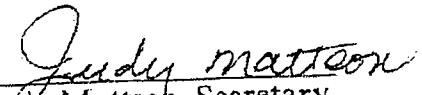


David K. Marble, P.E. / Assistant State Engineer

Mailed a copy of the foregoing Order this 29 day of March 2012, to:

IRBEN DEVELOPMENT LLC
704 N 3500 W
WEST POINT UT 84015

Ross Hansen – Regional Engineer

By: 

Judy Mattson, Secretary



GARY R. HERBERT
Governor
GREG BELL
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Water Rights

2811664
BK 6053 PG 246

MICHAEL R. STYLER KENT L. JONES
Executive Director State Engineer/Division Director

March 13, 2013

Michael J. Thayne
Irben Development, LLC
1768 North 4850 West
Ogden, UT 84404

RE: Syracuse Ski Pond / UT53669
Request for an Extension of the ORDER Granting Permit

The request for an extension of the **Order** granting permit to construct the Syracuse Ski Pond / UT53669 is hereby approved pursuant to the UTAH CODE ANN. § 73-5a-205.

The letter prepared by Irben Development LLC (dated March 5, 2013), satisfies the requirement set forth in UTAH CODE ANN. § 73-5a-205, which allows the State Engineer to extend an **Order** granting permit in a maximum of one-year increments. The approval for the extension of this **Order** will be voided if construction of the Syracuse Ski Pond has not begun prior to March 27, 2014.

Work performed under this permit is subject to the same terms and conditions of the original **Order** dated March 27, 2012.

This **Order** is subject to the provisions of UTAH ADMIN. CODE R. 655-6-17 of the Division of Water Rights and to UTAH CODE ANN. §§ 63G-4-302 and 73-3-14, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this extension **Order**. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this extension **Order**, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken within 20 days after the Request is filed.

If you have any questions or comments, please feel free to contact me at (801) 538-7376.

Sincerely,

David K. Marble, P.E.
Assistant State Engineer

DKM/tg

Ross Hansen - Regional Engineer



GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Water Rights

2811664
BK 6053 PG 247

MICHAEL R. STYLER KENT L. JONES
Executive Director *State Engineer/Division Director*

March 10, 2014

Michael J. Thayne
Irben Development, LLC
1768 North 4850 West
Ogden, UT 84404

RE: Syracuse Ski Pond / UT53669
Request for an Extension of the ORDER Granting Permit

The request for an extension of the **Order** granting permit to construct the Syracuse Ski Pond / UT53669 is hereby approved pursuant to the UTAH CODE ANN. § 73-5a-205.

The emailed letter prepared by Irben Development LLC (dated February 25, 2014), satisfies the requirement set forth in UTAH CODE ANN. § 73-5a-205, which allows the State Engineer to extend an **Order** granting permit in a maximum of one-year increments. The approval for the extension of this **Order** will be voided if construction of the Syracuse Ski Pond has not begun prior to March 27, 2015.

Work performed under this permit is subject to the same terms and conditions of the original **Order** dated March 27, 2012.

This **Order** is subject to the provisions of UTAH ADMIN. CODE R. 655-6-17 of the Division of Water Rights and to UTAH CODE ANN. §§ 63G-4-302 and 73-3-14, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this extension **Order**. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this extension **Order**, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken within 20 days after the Request is filed.

If you have any questions or comments, please feel free to contact me at (801) 538-7376.

Sincerely,

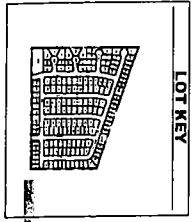
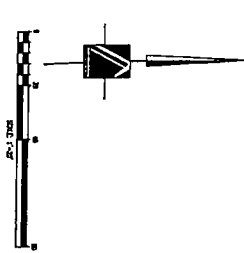
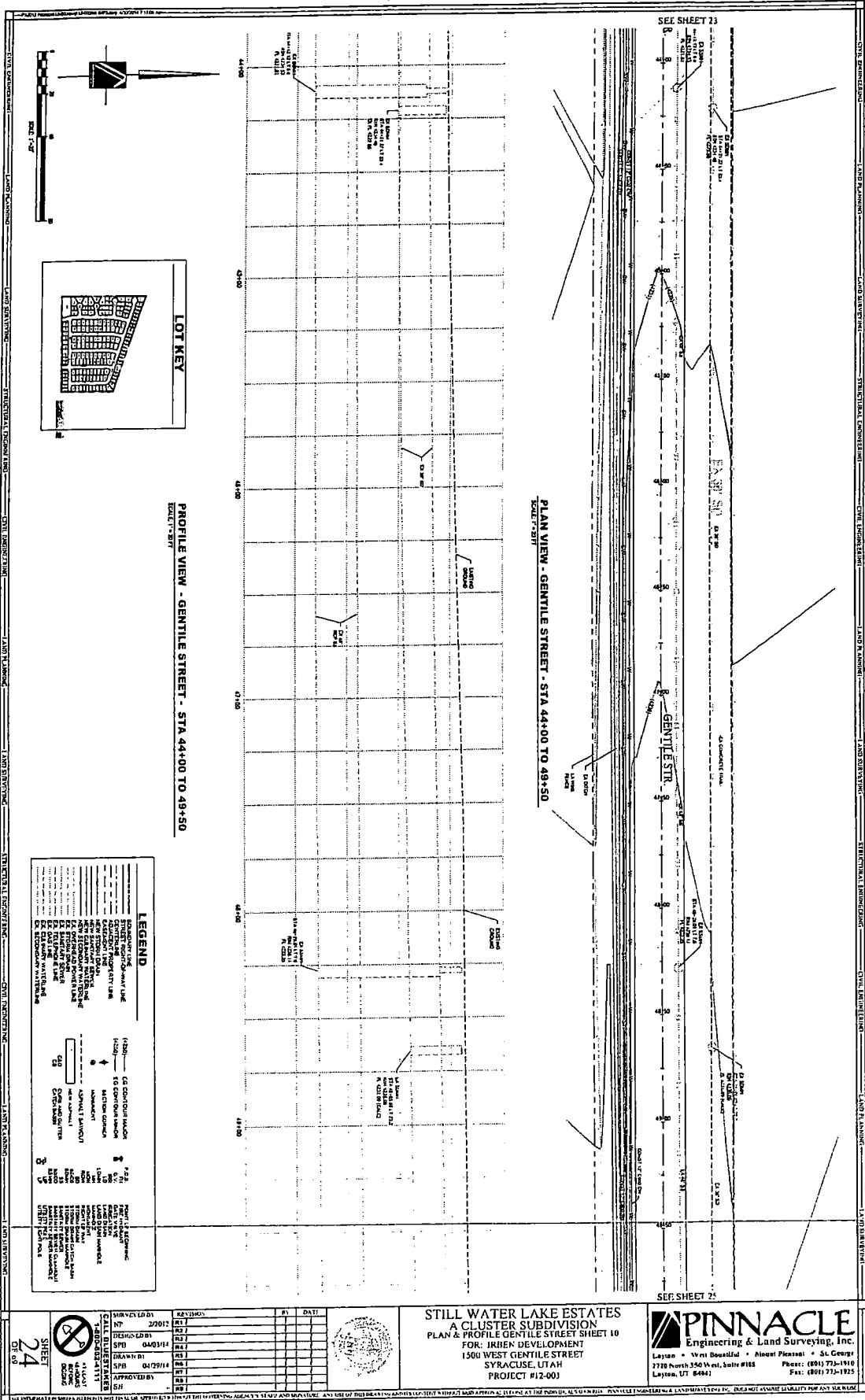
David K. Marble, P.E.
Assistant State Engineer

DKM/tg

Ross Hansen - Regional Engineer

EXHIBIT F
Depiction of Water Lines in Gentile Street

4



PROFILE VIEW - GENTILE STREET - STA 44+00 TO 49+50
SCALE 1"=20'

LEGEND

ROADWAY LINE	ROADWAY
STREET RIGHT-OF-WAY LINE	STREET
CONTRACT PROPERTY LINE	CONTRACT
EXISTING PROPERTY LINE	EXISTING
NEW PROPERTY LINE	NEW
NEW PROPERTY INTERFERE	NEW INTERFERE
NEW PROPERTY INTERFERE	NEW INTERFERE
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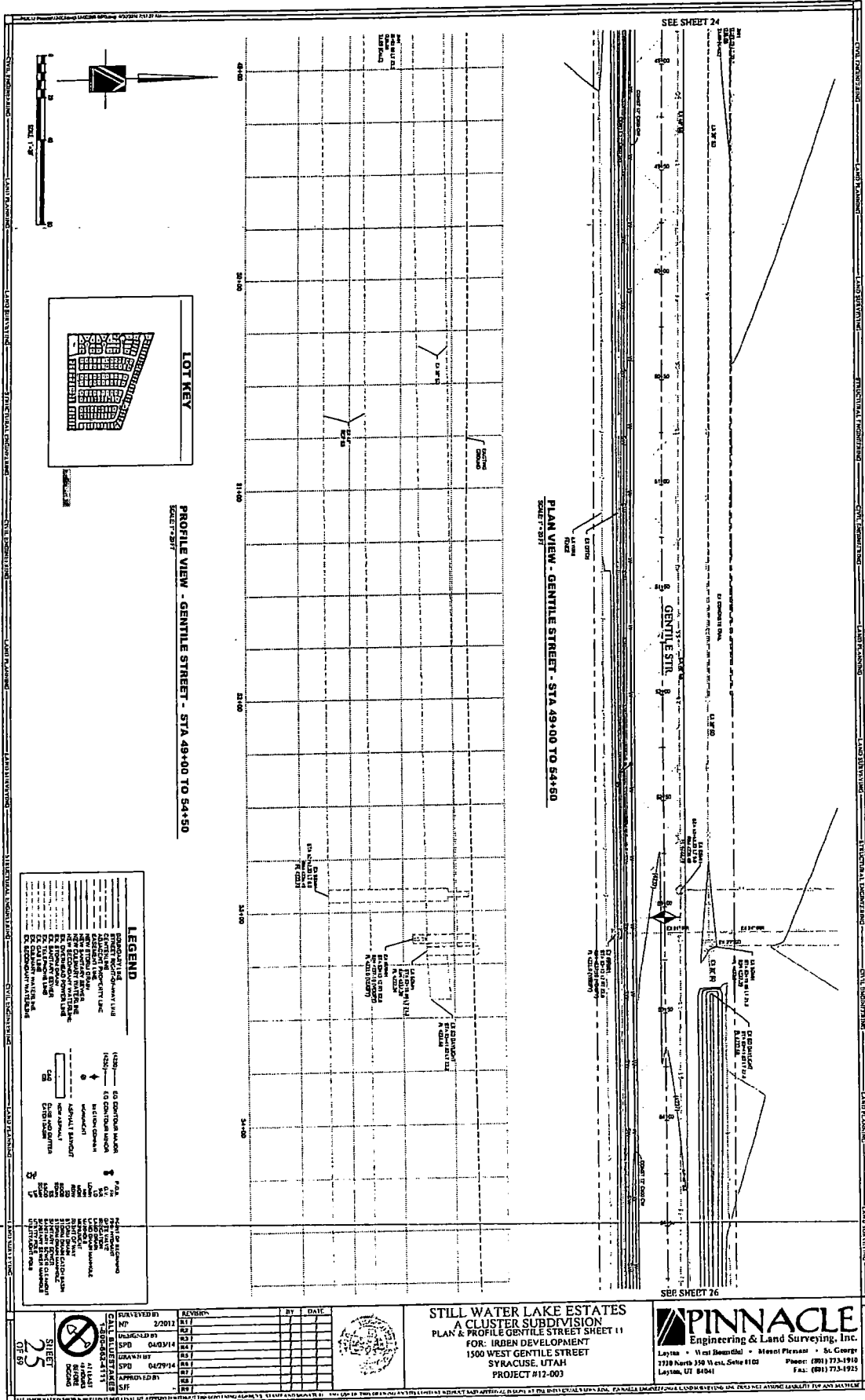
STILL WATER LAKE ESTATES
A CLUSTER SUBDIVISION
PLAN & PROFILE GENTILE STREET SHEET 10
FOR: IRHEN DEVELOPMENT
1508 WEST GENTILE STREET
SYRACUSE, UTAH
PROJECT #12-003

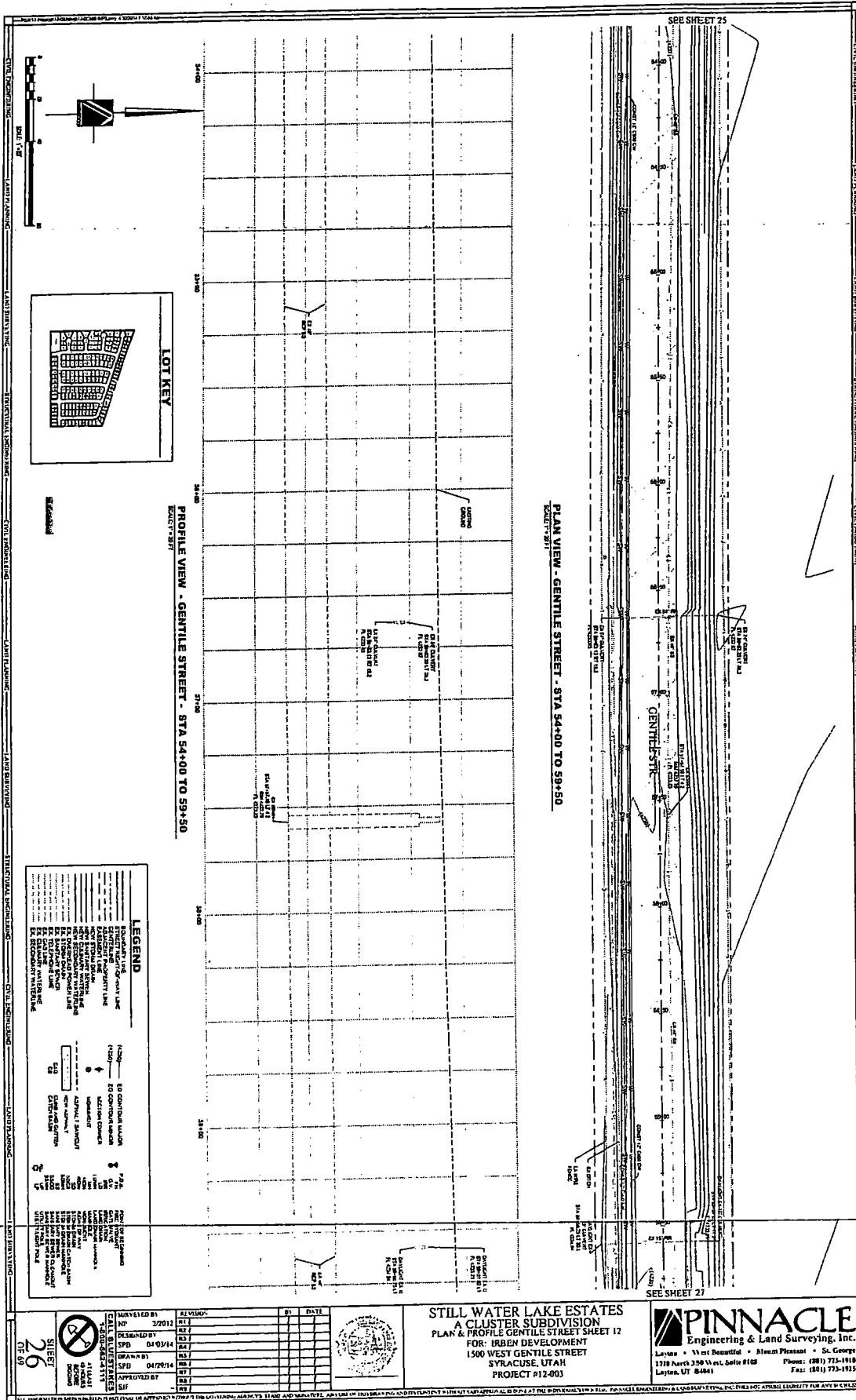
Pinnacle
Engineering & Land Surveying, Inc.
Layton • West Healdville • Alton • Pleasant • St. George
2728 North 250 West, Suite #105 Phone: (801) 773-1910
Layton, UT 84041 Fax: (801) 773-1925

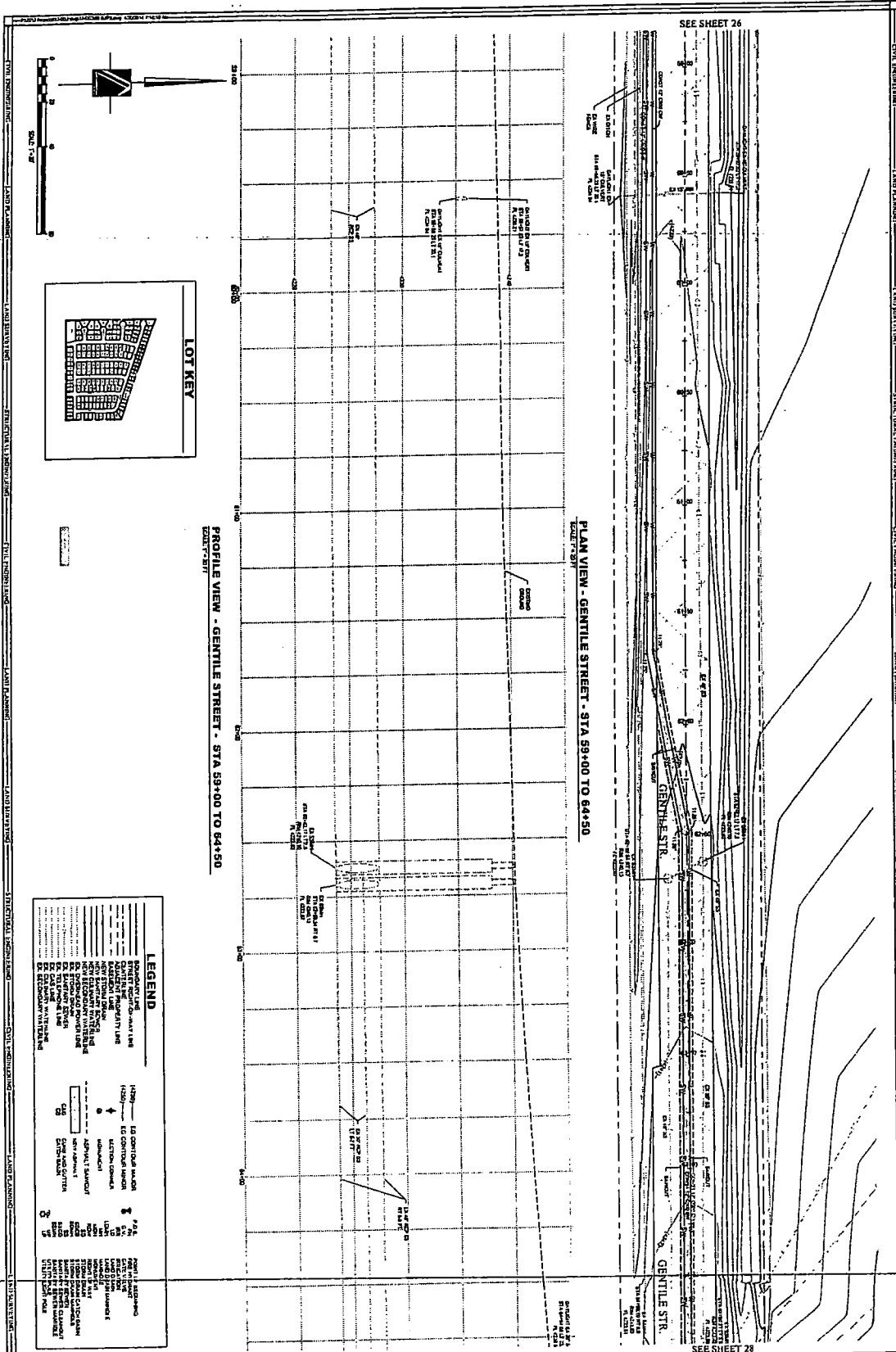
REVISED	BY	DATE



SHEET 24
OF 27







REVISIONS	
NO.	DATE
1	3/01/21
2	04/09/21
3	04/26/21
4	05/11/21
5	05/11/21
6	05/11/21
7	05/11/21
8	05/11/21
9	05/11/21
10	05/11/21

DATE: 3/1/21
BY: [Signature]
TITLE: PROJECT MANAGER

**STILL WATER LAKE ESTATES
A CLUSTER SUBDIVISION
PLAN & PROFILE GENTILE STREET SHEET 13
FOR: IBSEN DEVELOPMENT
1500 WEST GENTILE STREET
SYRACUSE, UTAH
PROJECT #12-003**

PINNACLE
Engineering & Land Surveying, Inc.

Layton • West Bountiful • Altoni Pleasant • St. George
2720 North 320 West, Suite #102 Phone: (801) 775-1910
Layton, UT 84041 Fax: (801) 775-1915

ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF PINNACLE ENGINEERING & LAND SURVEYING, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OF THIS PLAN WITHOUT THE WRITTEN APPROVAL OF PINNACLE ENGINEERING & LAND SURVEYING, INC. IS STRICTLY PROHIBITED.

EXHIBIT G

Payment Responsibility and bids

A	Bluff and Gentile to East Property Line, Culinary and Secondary Water Line bid	\$ 270,300.00
B	Culinary and Secondary Water Line bid thru UDOT Easement	\$ 74,578.00
C	2000 West 48" Storm Drain (ditch) bid	\$ 96,900.00

City has responsibility to reimburse A minus B minus C which equals an estimated total of
Agreed upon Change orders may impact this estimated total.

\$ 98,822.00
