

When recorded, please return to:
Lehi City Planning Department
99 W Main Street Ste 100
Lehi, UT, 84043

ENT 30842:2014 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 May 07 3:20 PM FEE 267.00 BY EO
RECORDED FOR LEHI CITY CORPORATION

**CANYON HILLS
A PLANNED UNIT DEVELOPMENT PROJECT
DEVELOPMENT AGREEMENT**

This Development Agreement is entered into as of this 26 day of March, 2014, by and among the owners and developers of the Canyon Hills, a Planned Unit Development, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to the development of a residential subdivision of real property within the corporate Limits of Lehi City, Utah County, Utah.

RECITALS

Whereas, the Developer has sought approval of a Planned Unit Development Project designated as Canyon Hills, a copy of which is attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of Development Agreements under appropriate circumstances where the proposed development contains various features which advance the policies, goals and objectives of the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily agrees to dedicate open space for the preservation of natural areas, parks and related purposes and other recreational facilities in order to promote the policies, goals and objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the density of the Planned Unit Development Project of Canyon Hills, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:

1. Developer has provided the required open space for Canyon Hills project as shown on Exhibit "A". 15.15 acres of natural open space will be dedicated to Lehi City. The remaining 7.01 acres of developed open space will be dedicated to the HOA.
2. All homes constructed in Canyon Hills PRD shall comply with the Architectural Standards contained in Section 17.050 of the Lehi City Development Code.
3. Density for the project was reviewed and approved through the PUD process. 7 additional lots were allowed for a total of 244 residential lots and 1 lot for a future church. The 7 additional lots were granted in consideration of open space dedication to the City and construction of the private open space and amenities including a basketball court, tennis court, playground area, restrooms/changing facilities and pool, gazebo, and a soccer field as shown in Exhibit B – Landscape Plan. No other additional density will be allowed now or in the future for any of the property included in Canyon Hills.
4. Developer shall install a 6 foot vinyl fence or better along the south boundary of the project adjacent to the Perry Homes property.
5. Developer expressly acknowledges and agrees that nothing in this Development Agreement

shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City's Development Code Ordinances, Design Standards and Public Improvement Specifications and the recorded subdivision plat(s).

6. This Development Agreement shall be recorded against the property as described in Exhibit A attached hereto, and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of any portion of the property.

7. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.

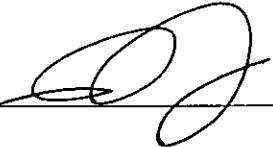
8. This Development shall not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

9. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

10. This agreement shall apply to all phases of this development as each phase/plat is recorded.

DATED: 3-26-14

CANYON HILLS P.U.D.

By: 

By: _____

Its: PresidentPresident

Its: _____

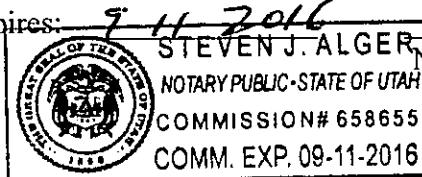
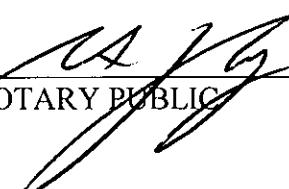
ACKNOWLEDGMENT

STATE OF UTAH

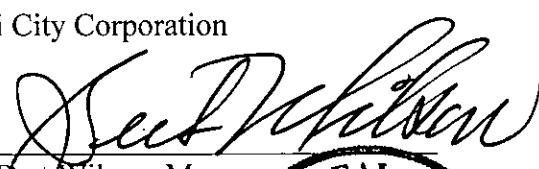
S.S.

COUNTY OF UTAH

On the 26 day of MARCH 2014, personally appeared before me Harold P. Jones, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

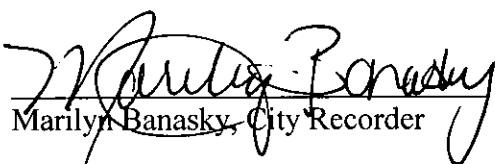
My Commission Expires: 7-11-2016

DATED: 4-21-2014

Lehi City Corporation

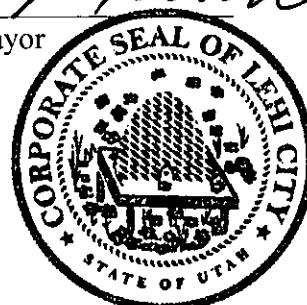
By: 

Bert Wilson, Mayor

Attest:



Marilyn Banasky
Marilyn Banasky, City Recorder



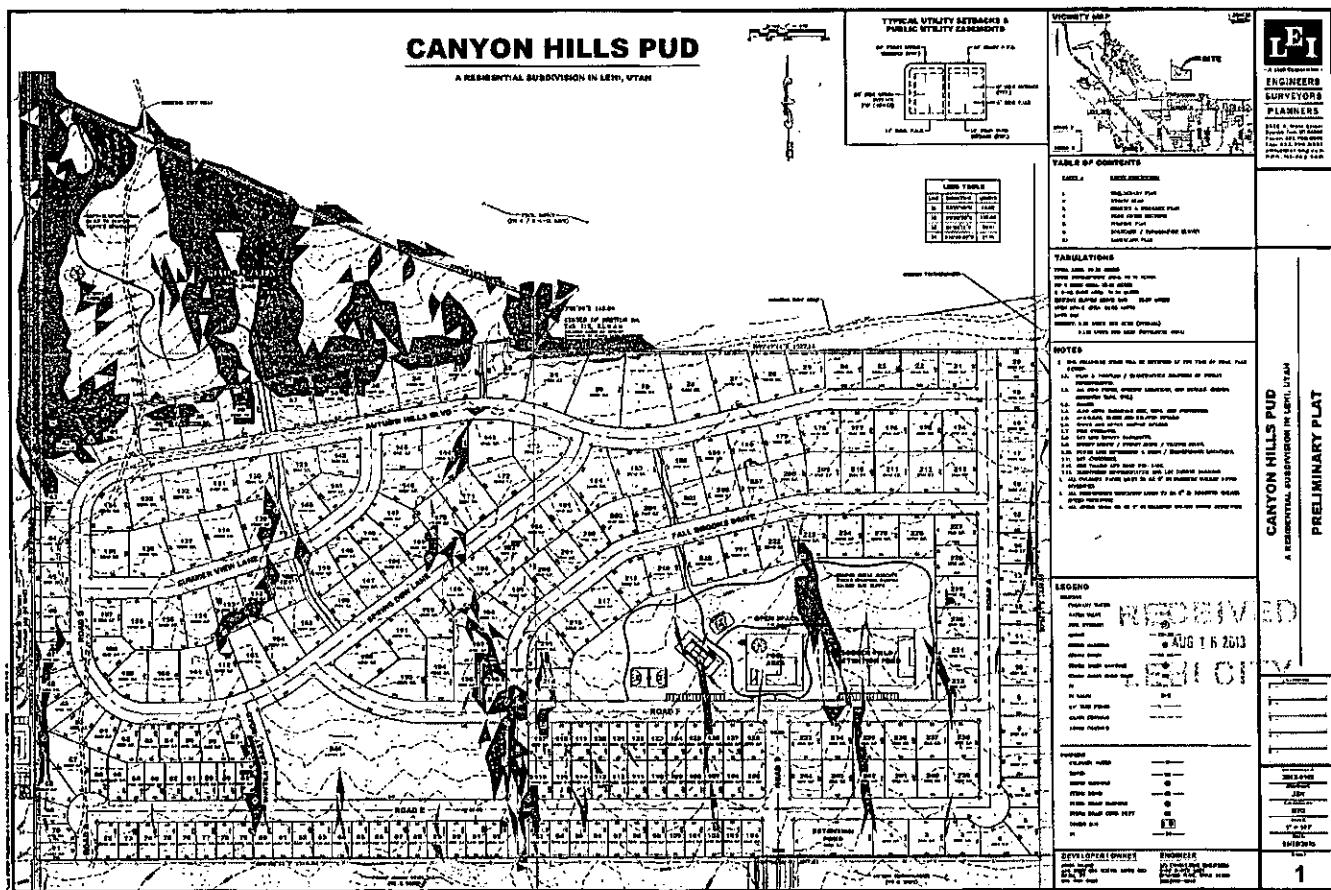


Exhibit B

