

Ent. 312667 Bk 918 Pg 234-299
Date: 26-DEC-2006 11:33AM
Fee: \$140.00 Check Filed By: NC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: JORDANELLE RIDGE INC

DEVELOPMENT AGREEMENT
FOR
JORDANELLE RIDGE AT NORTH VILLAGE

by and between

WASATCH COUNTY,
a political subdivision of the State of Utah

and

JLS PROPERTIES, L.L.C.,
a Utah Limited Liability Company, and
JORDANELLE RIDGE, INC.,
a Utah corporation

TABLE OF CONTENTS

RECITALS 1

Section 1. EFFECTIVE DATE AND TERM 4

 1.1 Effective Date 4

 1.2 Term 4

Section 2. DEFINITIONS 4

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY 6

 3.1 Obligations of Developer 6

 a. Generally 7

 b. Conditions to Current Approvals 7

 (1) Compliance With Conditions Imposed By County 7

 (2) Jordanelle Ridge Master Plan 7

 a. Material Change 7

 (3) Payment of Administrative Fees 8

 (4) Payment of Impact Fees 8

 (5) Special Service District Fees, and Charges 9

 (6) Affordable Housing 9

 (7) Construction of Project Improvements 9

 (8) Utilities and Infrastructure 9

 a. General 9

 b. Water Development 10

 c. On-Site Storm Drains and Detention Basins 10

 d. Cable TV 10

 e. Fiber Optic Services 11

 (9) Roads 11

 a. Coyote Canyon Road 12

 (10) Trailways 12

 a. General 12

 b. Dedication and Uses 12

 c. Location 13

 d. Construction 13

 e. Maintenance 13

 (11) Phasing 13

 (12) Pods 13

 (13) Construction and Maintenance of Recreational Facilities 14

 (14) Open Space Requirements 14

 a. Tax Benefits 15

 b. Maintenance 16

 c. Out of Phase Dedication 16

 d. Maintaining Density Ratios 16

 e. Donation or Sale for Public/Quasi-Public Purposes 17

- f. Open Space Dedication for Plat A.....17
- (15) *Master Declaration of Covenants, Conditions and Restrictions*17
 - a. *Homeowner’s Association*17
 - b. *Rules and Assessments*18
 - c. *Design Guidelines*18
- (16) *Architectural Renderings and Landscape Plan*18
- (17) *Bonding*.....18
 - a. *Performance Bonds and Warranty Bonds*18
 - b. *Maintenance Bonds*.....19
- 3.2 Obligations of the County19
 - a. *Generally*19
 - b. *Conditions to Current Approvals*19
 - c. *Acceptance of Project Improvements*19
 - d. *Road Maintenance*.....20
 - e. *Snow Removal*.....20
 - f. *Processing Plats for Approval*.....20
 - f.1 *Complete Application Required*.....20
 - f.2 *Submission of Preliminary Plats, Drawings and Supporting Materials*.....21
 - f.3 *Effective Time*21
 - f.4 *Architectural Requirements*.....21
 - f.5 *Review by Homeowner’s Association(s)*.....21
- Section 4. VESTED RIGHTS AND APPLICABLE LAW22
 - 4.1 Vested Rights22
 - a. *Generally*22
 - b. *Reserved Legislative Powers*.....22
 - 4.2 Applicable Law22
 - a. *Applicable Law*.....22
 - b. *State and Federal Law*.....23
- Section 5. AMENDMENT23
 - 5.1 Amendments Generally23
- Section 6. DEFAULT; TERMINATION; REVIEW23
 - 6.1 General Provisions23
 - a. *Default*23
 - b. *Termination*.....25
 - 6.2 Review by County25
 - a. *Generally*25
 - b. *Determination of Non-Compliance*25
 - 6.3 Default by the County25
 - 6.4 Enforced Delay; Extension of Time of Performance26
 - 6.5 Review26

Section 7. DEFENSE AND INDEMNITY26
 7.1 Developer's Actions.....26
 7.2 Hazardous, Toxic, and/or Contaminating Materials.....26
 7.3 County's Actions.....27

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS27
 8.1 Creation of Homeowners Association(s)27
 8.2 Written Transfer Agreement Required.....27

Section 9. INSURANCE CERTIFICATES27
 9.1 Insurance Certificates.....27

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP28

Section 11. MISCELLANEOUS28
 11.1 Incorporation of Recitals and Introductory Paragraph28
 11.2 Subjection and Subordination28
 11.3 Severability.....29
 11.4 Other Necessary Acts29
 11.5 Construction29
 11.6 Other Miscellaneous Terms29
 11.7 Covenants Running with the Land29
 11.8 Method of Enforcement.....30
 11.9 *Waiver*.....30
 11.10 *Remedies*.....30
 11.11 *Utah Law*.....30
 11.12 Covenant of Good Faith and Fair Dealing30
 11.13 Representations30
 11.14 No Third-Party Beneficiaries31

Section 12. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE ...31
 12.1 Assignability31
 12.2 Change in Developer.....32
 12.3 Transfer Agreement Required.....32
 12.4 County Consent Required.....32
 12.5 Rights of Developer and Replacement Developer33

Section 13. NOTICES33

Section 14. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS34

Section 15. RECORDATION OF DEVELOPMENT AGREEMENT35

EXHIBIT A - Legal Description of Property38

EXHIBIT B - Jordanelle Ridge Master Plan39

EXHIBIT C - Affordable Housing Agreement40

EXHIBIT D - Will Serve Letters41

EXHIBIT E - Architectural Renderings42

EXHIBIT F - Landscape Plan.....43

**JORDANELLE RIDGE AT NORTH VILLAGE
DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 6th day of DECEMBER, 2006, by and between JLS Properties, L.L.C., a Utah limited liability company and Jordanelle Ridge, Inc. a, Utah corporation (collectively called "Developer"), and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, et seq., and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer either owns or has the right to acquire approximately (3,174) acres of land which is located within the County, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").
- C. Developer has requested approval to develop the real property described in Exhibit A as a Master Planned Community consisting of 1,688 Equivalent Residential Units or lots (hereinafter referred to as "ERUs"), together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as Jordanelle Ridge at North Village. The Property has been granted an initial equivalent residential unit density of (1) ERU for every (1.88) acres of gross property for the amount of (3,174) gross acres. A total of (1,688) initial ERUs have been granted and approved by the County.

Density is based upon the North Village Overlay Zone calculations and scoring with (3,174) gross acres, (2,752±) acres of dedicated open space consisting of (87%) of the gross acres in open space and approximately (421.51±) acres being developed. Pursuant to the North Village overlay code, density and ERUs are calculated at various times in the approval process and initial calculations are subject to the requirements of the North Village Overlay Code.

- D. The Property is subject to the North Village Overlay Code of December 30, 2002 and has been granted an initial base and bonus density of (1,688) equivalent density units ("ERU") on November 25, 2002 and subject to continued compliance to the North Village Overlay Code.
- E. On November 25, 2002, the County approved and adopted The Jordanelle Ridge Master Plan ("Plan") for the Property attached as Exhibit "B." The Plan stipulates that the Property could be developed as a mixed use development for residential and commercial uses, including but not limited to retail, office, business parks and other uses such as recreational parks, trails, schools, community center(s), open space, churches, and other uses as may be approved by the County. Developer has submitted to the County the Plan. The County has approved the Plan which is attached hereto as Exhibit "B" and by this reference is made a part of this Agreement.

The Plan is general and schematic in nature and is subject to refinement and approval as required by county ordinances and based on Developer's more precise engineering studies as submitted and required with each development plat for review and approval by the County. All property included within the Plan must receive preliminary and final approval pursuant to County ordinances, North Village Overlay Code and this Agreement.

- F. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) eliminate uncertainty in planning and guide the orderly development of the Property consistent with the County General Plan, the County Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate significant environmental impacts; (3) ensure installation of necessary on-site and

- off-site public improvements; (4) provide for the preservation of substantial permanent open space; (5) make provision for trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services appropriate to the development of the Property are provided; (8) provide affordable housing; (9) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; and (10) otherwise achieve the goals and purposes of the County and Developer.
- G. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below).
- H. The developer has already submitted to the County Plat A which is one plat of the overall Project. The County has undertaken review and planning actions relating to the development of Plat A. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body. A condition of final approval of Plat A is that Developer incorporate certain agreements and conditions into a Development Agreement. The terms of this Agreement apply to the entire Project, and to any and all phases or plats. Where indicated those provisions of this Agreement may relate only to certain plats which have received final approval. It is anticipated that as other plats receive final approval, the parties may memorialize certain specific terms and conditions as separate plat addendums to this Agreement as are necessary due to unusual and unique conditions. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- I. By developing the Project in accordance with this Agreement, the Project shall be in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County. In addition, the Property shall be subject to the North Village Overlay Code adopted by the County on December 30, 2002 ("Overlay Code") as amended from time to time.
- J. Each Party acknowledges that it is entering into this Agreement voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 *Effective Date.*

This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date").

1.2 *Term.*

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue until December 31, 2025. Unless otherwise agreed between the County and Developer, Developer's vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, neither will any rights and obligations of the Developer or rights and obligations of the County intended to run with the land be terminated.

Section 2. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it in this section.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Master Plan Approval Date" shall mean the date set forth in Recital E of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" shall mean Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County, adopted December 10, 2001.

"Current Approvals" shall have the meaning set forth in Recital E and H of this Agreement.

"Developer" shall have that meaning set forth in the preamble, and shall include Developer's successors in interest and assigns.

"District" shall mean the North Village Special Improvement District enacted in conjunction with the County.

"Director" shall mean the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date " shall have that meaning set forth in Section 1.1 of this Agreement.

"Homeowners Association" means the Jordanelle Ridge Homeowners Association(s), a non-profit corporation(s) formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations transferred to it by Developer.

"Jordanelle Ridge Master Plan" shall mean the "Plan" which was approved by

the County on November 25, 2002, and attached as Exhibit "B."

"Common Open Space" shall mean open space within a developed plat or phase which shall be dedicated and maintained by the Homeowners Association.

"Dedicated Open Space" shall mean that open space which is outside the developed plat or phase and is dedicated and/or conveyed to the County subject to a Conservation Easement.

"Planning Commission" shall mean the Wasatch County Planning Commission.

"Project" shall mean the Property and the development on the Property which is the subject of this Agreement, including all phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

"Project Improvements" shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 *Obligations of Developer.*

- a. **Generally.** The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.
- b. **Conditions to Current Approvals.** Developer shall comply with all of the following Conditions to Current Approvals:
 - (1) **Compliance With Conditions Imposed By County.** Developer agrees to comply with any and all conditions imposed by the County Legislative Body and Planning Commission during the permitting and approval process as set forth in the official minutes of the County Planning Commission and County Legislative Body in accordance with the Development Code and this Agreement.
 - (2) **Jordanelle Ridge Master Plan.** The County's approval and acceptance of the Plan has been completed and there are no further requirements for a Master Plan review of the Property by the County. The approved Plan is attached hereto as Exhibit "B." The Property shall be developed by the Developer in accordance with the Plan and County ordinances. All submittals must comply with the Plan and County ordinances. The approved Plan may be amended from time to time with the approval of the County Council and Developer. Any proposed amendments or modifications to the Plan shall be submitted to the County for review and approval. Any approved modification shall then be incorporated into and made a part of the approved Plan.
 - a. **Material Change.** Except as otherwise provided in the Master Design Guidelines, Developer shall be entitled to minor variations from literal depictions contained in the Plan without going through the Concept Plan review process required under the County's Laws if such variations do not constitute "a material change" in the Plan or any of its components. A "material change" is defined as a change that the County finds will:
 - (i) have a significant adverse or negative impact on property owners owning land adjacent to the

Property; or

- (ii) create a significant public safety hazard to the Property or those that visit or reside there;
 - (iii) or add significant operation and/or maintenance cost(s) to the County;
 - (iv) constitutes a significant deviation from the Plan approved by the County.
- (3) **Payment of Administrative Fees.** Developer agrees to pay all generally applicable Wasatch County administrative fees as a condition of developing the Property and Project. Developer and/or the Developer(s) shall pay to the County in a timely manner all of their respective required fees which are due or which may become due pursuant to the County's Laws in connection with their respective developments located within the Property or any portion thereof, according to the County's fee schedule, which fee schedule shall be subject to modification or amendment by the County from time to time. The County's current fee schedule is acceptable to the Developer. Developer, Developers and/or owners of any portion of the Property shall pay all standard required fees assessed by the County in those amounts which are in effect at the time the fees are actually paid to the County, subject to any offsets, reimbursements, and credits by the County to the Developer as are set out in this Agreement. In view of the significant amount of Dedicated Open Space in the Property that will remain undeveloped open space, any fees assessed, charged or levied by the County shall be applicable only on those areas of the Property that are to be developed or become Common Open Space. Designated Dedicated Open Space that is to be dedicated or conveyed to the County or other public entities or placed under conservation easements shall not be included as part of the "Gross Acre" for purposes of the Fee Schedule as established by the County to assess and collect fees.
- (4) **Payment of Impact Fees.** Wasatch County has enacted an impact fee ordinance. Subject to credits and/or reimbursements approved by the County, Developer agrees to

pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.

- (5) **Special Service District Fees, and Charges:** The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit D and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	North Village Special Service District
Irrigation Water	North Village Special Service District
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	North Village Special Service District
Storm Drain/Flood Control	Wasatch County
Fire Protection	Wasatch County Fire District

The Property is subject to assessment by such District for the services provided by the District. The County acknowledges that participation and assessment of these special service districts in providing those services designated above. Developer agrees to pay any and all fees imposed by the District in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.

- (6) **Affordable Housing:** The Affordable Housing Agreement has been entered into and is, attached as Exhibit "C."
- (7) **Construction of Project Improvements:** All Project Improvements within each phase of the Project shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that phase.
- (8) **Utilities and Infrastructure.**
- a. **General.** Developer shall install or cause to be installed natural gas, underground electrical service, storm drain, flood control, sanitary sewer, telephone, and culinary and water supply systems within that

Developer's particular portion of the Property. Those installations shall be done in accordance with the design requirements and construction standards of the utility providers and the County Engineer, and shall be installed in the roadways or in the public utility easement as approved by the County. Developer shall have the option of installing cable television cables and fiber optic lines at its option in the public utility easement as approved by the County.

- b. **Water Development.** Developer shall install or cause to be installed a culinary water distribution system to serve the Property in accordance with the standards and policies of the North Village SSD as approved by the District and the County.

- c. **On-Site Storm Drains and Detention Basins.** Developer shall install such storm drains, channels and detention basins as required by the design requirements and construction standards of the County or the District within the developed plat as applicable. All detention ponds within the developed portion of the Property will remain the Property and responsibility of the Homeowners Association which shall also be responsible for all inspections, maintenance, and repair of the detention areas and drainage swales leading to the detention ponds that are located within the developed portion of the Property. Maintenance shall be maintained and completed in accordance with County policy.

- d. **Cable TV.** Developer may install or cause to be installed underground all conduits and cable service lines within the public utility easement on the Property at no expense to the County. The location of the conduits or cable within the easement will be approved by the County Engineering Department. The conduits, cable, connections and lateral connections shall remain the sole and exclusive property of Developer or cable provider even though the roadways in which the cable TV conduits, cable, connections and laterals are

installed are dedicated to the County. Developer shall be entitled to contract with and enter into agreements with any cable TV provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV services for those dwelling units on the Property, so long as the property is private and not dedicated to the public nor in violation of federal law.

- e. **Fiber Optic Services.** Developer may install or cause to be installed underground fiber optic cable, conduits, connections and service lines within the public utility easement on the Property at no expense to the County. The location of the conduits or fiber within the easement will be approved by the County Engineering Department. The conduits, fiber optic cable, connections, and lateral connections shall remain the sole and exclusive property of Developer or cable provider even though the roadways in which the fiber optic cable, conduits, connections and laterals are installed are dedicated to the County. Developer shall be entitled to contract with, and enter into agreements with, any cable provider of its own choice, and grant an exclusive access and/or easement to such provider to furnish cable services for those dwelling units on the Property, so long as the property is private and not dedicated to the public nor in violation of federal law.
- (9) **Roads.** All roads installed in the boundaries of the Property and all roads providing access to the Property shall be designed and located in such a manner as to comply with the Master Street Plan component of the Plan and the County's Transportation Element of the General Plan and/or the Overlay Code applicable County ordinances and shall be subject to County review and approval. Except as otherwise provided in the Plan or in this Agreement, all required streets shall be designed and constructed according to the design standards of the County in force at the time as of the date of this Agreement, the Master Design Guidelines and/or the Overlay Code. All other roads that access the Property or any portion thereof under Developer control and/or ownership shall be dedicated to the County as required for development of a

particular phase and shall be constructed by the Developer according to the Master Design Guidelines as of the date of this Agreement and as approved by the County Engineer. Developer acknowledges the county road and street standards may be modified during the term of the development of the Property, but the County shall not enlarge or require the right-of-way widths to exceed the existing right-of-way widths required as of the date of this Agreement.

- a. **Coyote Canyon Road.** The County has expressed a need to create and expand a roadway in Coyote Canyon, located on the southern border of the Property, which would require the use and acquisition of a portion of the southern portion of the Property. Developer agrees to cooperate with the County in this project and to make available a portion of its Property for that purpose, the terms, consideration and conditions which shall be mutually determined by the County and Developer in the near future.

(10) **Trailways.**

- a. **General.** Except as otherwise set forth in this Agreement, the following general provisions shall apply to the trailways in the Property. All public trailways shall be dedicated to the County for public use.
- b. **Dedication and Uses.** The Developer shall grant and convey for perpetual public use easements for access on public trailways as shown on the Plan, at the time a final plat is recorded and/or final site plan is approved. However, in the event any trailways are established solely for the internal use by residents or a Homeowners Association, no public easements shall be granted by Developer. Trailways shall be multiple use and may be used for pedestrian, bicycle, equestrian and flood control storm drainage purposes as well as emergency/maintenance vehicle access, but shall not be paved, so as to maintain their character, except in those areas determined in the trail plan. Developer shall not be required to construct or provide

improvements to trails except as set out in the Master Design Guidelines, the Plan, and/or the Overlay Code and the County laws.

- c. **Location.** Trailways in the Property shall be located in the places approved by the County on the final plats and/or final site plans pertaining to a phase and as is generally indicated in the Plan.
 - d. **Construction.** Except as otherwise set forth herein, Developer shall construct and/or preserve the trailways lying within that portion of the Property that is owned or governed by Developer on a phase-by-phase basis and at the Developer's expense. All trailways shall be constructed and/or preserved in accordance with the Master Design Guidelines, the Plan and the County's Laws.
 - e. **Maintenance.** All public trails located within the developed portion or Common Open Space of a plat shall be maintained by the Homeowner's association. Any trails located on the Dedicated Open Space shall be maintained by Wasatch County.
- (11) **Phasing:** Unless otherwise stated herein, Developer may in his or her discretion develop the Project in phases. In developing each phase, Developer shall ensure the logical extension of the Project Improvements through each phase and throughout the Project, all in conformance with the requirements of this Agreement, the Applicable Law, and the requirements imposed by the County Planning Commission and County Legislative Body.
- (12) **Pods:** "Pods" are defined as graphically designated vacant spaces set out within an approved Plat, which vacant space is to be developed subsequent to the final approval of the remainder of the Plat. All such Pod(s) shall require Site Plan approval by the County Planning Staff and Planning Commission prior to the issuance of building permits. Development of a Pod(s) shall not require the Plat to be amended, but only to be re-recorded showing the completed

development of the Pod(s).

- (13) **Construction and Maintenance of Recreational Facilities:** Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the Plan as has been approved by the County which shall be installed in the development phase(s) the Recreational Facility is located. Developer shall maintain the above-described recreation facilities in all respects, unless the facilities have been dedicated to the County. This obligation shall be transferred to the Homeowners Association. Maintenance provided by Developer or the Homeowners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Homeowners Association fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with, and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
- (14) **Open Space Requirements.** Developer has agreed to dedicate and convey to the County or other entity approved by the County certain open space within the Property as generally shown on the Plan and shall dedicate open space in approximately equivalent ratios with developed acreage with a minimum of (5.0) acres of open space dedicated with each (1) acre of developed property ("Open Space Ratio"). Said open space shall be located near or adjacent to the developed property on its eastern boundary and continue to the eastern boundary of the Property. Said dedication shall not be required prior to the recordation of the Final Plat in each phase of development and as more fully set out in this paragraph. Developer, or such Homeowners Association(s) as shall be established on the Property, shall be entitled to retain certain Common Open Space as is platted in each phase of development so long as it is not used for residential or commercial purposes. All Dedicated Open Space and adequate access thereto shall be conveyed by deed to the County. Any open space dedicated by conveyance by the

Developer shall be free from regulation and assessment by Developer, Homeowner's Association, members associations, or other property owners associations, with the exception that, any improvement to such open space shall be subject to the Design Guidelines and the Protective Covenants of record as established by the Developer. The County will record a conservation easement on all open space that is conveyed to it by the Developer as a condition of conveyance. At the conclusion of the development of the Property, the maximum amount of Dedicated Open Space shall not exceed (2,725) acres, but will constitute the amount of open space which shall be dedicated as open space as set out above. If at the conclusion of this Agreement on December 31, 2025 there yet remains a portion of undedicated Open Space, it shall be dedicated to the County even if there yet remains additional phases of developable Property not yet platted by Developer.

- a. **Tax Benefits.** It is understood by the parties hereto that Developer intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring designated open space to the County. Developer shall have the sole responsibility to claim and qualify for any tax benefits. In the event that the County determines that the designated open space will not be accepted by them and that the designated open space is to be conveyed to another entity, Developer shall have the right to convey such open space directly to the other entity. The County shall have the right to convey any open space previously dedicated to them to another entity provided that the land conveyed is subject to a permanent conservation easement and any improvements to the land shall be subject to the Design Guidelines and the Protective Covenants of record as established by the Conservation Easement. The County or other entity shall notify Developer in writing (60) days prior to any such conveyance to another entity. At such time any parcel of open space is dedicated, conveyed or dedicated by the Developer, the Developer shall be responsible for any roll back taxed assessed against the Dedicated Open Space.

- b. **Maintenance.** Upon acceptance by the County or other accepting entity of the proffered open space and after formal possession, maintenance responsibility shall be the responsibility of the County or other accepting entity (90) days after final inspection of the improvements to the open space, if any. The open space or common areas shall be preserved by way of recorded, permanent conservation easements which are in a form acceptable to the donor. When authorized hereunder, conservation easements may be used to maintain appropriate open space for the purpose of providing areas for recreation, view, slope protection and like matters as reasonably approved by the County, State, or other accepting entity.

- c. **Out of Phase Dedication.** The County or the State may request a dedication and/or a conservation easement of designated open space not adjacent to a current phase under development and Developer may grant it so long as the designated open space requested by the County or State is for utilities, tank sites, public infrastructure purposes, roadways or trails, but only upon the condition that the dedication does not create significant costs or undue financial expense to Developer that would not normally be incurred with the current phase under development. The amount and location of any accelerated dedication of open space shall be subject to Developer's approval, which approval shall not be unreasonably withheld.

- d. **Maintaining Density Ratios.** County shall not require more open space in any phase of development than is necessary to meet the Open Space Ratio set out above. However, in addressing the Open Space requirement, the County may require additional open space to be dedicated to the County, State, or other entity which is not contiguous to a phase then under consideration for development approval so long as that dedication shall not result in cumulative Open Space dedication for that phase of the Property developed which is greater than

the required Open Space Ratio.

- e. **Donation or Sale for Public/Quasi-Public Purposes.** In the event that Developer donates or sells any property not developed by Developer to any entity or organization to be used by the public or for a quasi-public use to include schools and churches, such sale or dedication will not alter, diminish or minimize the overall approved density for the Property in its development. The County shall maintain its regulatory approval authority in the review and approval of all site plans for those public and quasi-public uses stated above.
 - f. **Open Space Dedication for Plat A.** A portion of the Open Space dedicated (to be a minimum of (100) acres) for Plat A shall be located at the southern border of the Open Space in an east-west direction as a buffer strip along the southern boundary of the Open Space, which shall be dedicated and placed in a Conservation Easement pursuant to paragraph (14) above.
- (15) **Master Declaration of Covenants, Conditions and Restrictions.** Prior to the issuance of any building permits for residential, business, commercial or recreational use but excluding infrastructure, Developer shall prepare for review by the County a declaration of covenants, conditions and restrictions (the "Protective Covenants") that provides for at least the matters set forth below. The Protective Covenants shall be consistent with this Agreement, the County's Laws, and/or Overlay Code. Additional separate restrictive covenants not in conflict with the Protective Covenants may be filed as to different types of property on individual plats by Developer. Developer shall record the Protective Covenants with the Wasatch County Recorder. The following shall be included in the Protective Covenants:
- a. **Homeowner's Association.** The Protective Covenants shall provide for the establishment of a Homeowner's Association(s), and requirements for the purpose of

preserving the quality of all development, the maintenance of the public trails, storm water drainage and detention facilities and Common Open Space to be maintained at the Homeowner's Association's expense. Property, and preservation of property values In the event a plat has no public trails, storm water drainage facilities or Common Open Space or other common area within the boundary of the plat, a Homeowners Association shall be established at the option of the developer. Should the Homeowners Association fail to maintain the open space, the County may maintain it and place a lien on the real property until the cost of such maintenance is paid for in full by the Homeowners Association.

- b. **Rules and Assessments.** The Protective Covenants shall establish the structure, procedures, authorities and remedies of the Homeowner's Association(s), including the rights to make assessments and to lien defaulting properties and participants.
 - c. **Design Guidelines.** The Protective Covenants shall reference the Design Guidelines as contained herein and a requirement that all plans for buildings and structures on the Property must comply with the same and be reviewed by the Developer to assure such compliance.
- (16) **Architectural Renderings and Landscape Plan:** Developer has submitted to the County the Architectural Renderings attached hereto as Exhibit E and incorporated by reference herein. These Architectural Renderings shall guide future development of the Project. Developer agrees to be bound by the Landscape Plan to be submitted to and approved by the County at Preliminary Plat on a plat by plat basis pursuant to the Design Guidelines.
- (17) **Bonding:**
- a. **Performance Bonds and Warranty Bonds.** Developer shall post performance and warranty bonds

which conform to the requirements of Section 16.27.18 of the Wasatch County Code.

- b. **Maintenance Bonds.** Developer shall post a bond not to exceed (12) months from substantial completion of any improvements of either cash, irrevocable letter of credit or a Set Aside Agreement on a form approved by the County in an amount equal to the annual maintenance expense for open space, trails, and recreational facilities within the Project. When Developer transfers these obligations by written agreement to the Homeowners Association, the County may waive the maintenance bond requirement for that portion of the Project under the Homeowners Association's jurisdiction or other entities to which the open space has been conveyed or dedicated, subject to the County being provided with evidence of the Association's financial ability to maintain the open space, trails, and recreational facilities.

3.2 *Obligations of the County.*

- a. **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.
- b. **Conditions to Current Approvals.** The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement and in the official minutes of the County Planning Commission and County Legislative Body, unless agreed to in writing by the Parties.
- c. **Acceptance of Project Improvements.** The County agrees to accept all Project improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Wasatch County Building and Engineering Department reviews and approves the plans for any Project improvements prior to construction; (2) Developer permits Wasatch County Building and Engineering

representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the Wasatch County Building and Engineering Department; and (5) the Project improvements pass a final inspection by the Wasatch County Building and Engineering Department. In the case of open space, landscaping, and public trails, the Planning Department will perform the reviews, approvals, and inspections described above.

- d. **Road Maintenance:** The roads in the Project shall be public roads. After the roads have been constructed in accordance with County standards and the County has accepted them, the roads shall be Class B roads and shall be placed on the County Class B road map. The County shall maintain the roads, providing the same level of service provided to other Class B roads in the County. The priority and method of maintenance shall be determined in the sole discretion of the County.
- e. **Snow Removal:** The County shall provide snow removal on the public roads in the Project. The County shall provide the same level of service provided to other Class B roads in the County. The priority and method of snow-removal shall be determined in the sole discretion of the County.
- f. **Processing Plats and Building Plans for Approval:**
 - (1) **Complete Application Required.** The County's obligation to complete the review and regulatory process is subject to Developer's submittal in a timely manner of a complete Application in accordance with County's ordinances, including all the necessary data, drawings, and engineering data that is required by the County to complete the review process. All Preliminary Plats, Final Plats, and Building Permits for each phase of development must be reviewed and approved by the County before the Final Plat Application may be submitted. The County shall set out in writing the information and criteria that is required for all submittals for regulatory approval. The County shall timely notify Application of any errors or omissions in any Application submitted to County. All time requirements as set

out below are subject to the Developer submitting complete applications as required by the County

(2) **Submission of Preliminary Plats, Drawings, and Supporting Materials.** The Developer shall prepare and submit to the County for its review and approval, preliminary plats in accordance with the Plan, for each phase and as required under the County's Laws. Developer shall pay any required standard application fees or other applicable fees to the County in connection with review and approval of preliminary plats for each phase.

(3) **Effective Time.** A preliminary plat for an individual development phase approval shall remain effective so long as a minimum of (20%) of the lots in the approved preliminary plat of that phase move forward to final plat approval and recordation within a (2) year period from and after the date of preliminary plat approval. In each (1) year period thereafter, an additional (20%) of the lots must be submitted to the County for final plat approval and recordation so that the entire preliminary plat will have been submitted to the County for final plat approval no later than (6) years from the date of preliminary plat approval.

(4) **Architectural Requirements.** The Developer has prepared architectural guidelines for the Property which are incorporated into the Design Guidelines. The architecture of structures located within the Property shall comply with the Design Guidelines which shall be referenced in the Covenants, Conditions and Restrictions recorded on the Property, which Covenants are further described in paragraph 3.1b.(15). The Design Guidelines shall be subject to future amendment by Developer so long as the amendments are in compliance with the Design Guidelines and County Laws.

(5) **Review by Homeowner's Association(s).** The Developer or the Homeowner's Association(s) shall review and stamp when approved all plans prior to the submittal of the plans to the County in conjunction with a building permit application or other application, thereby indicating that same are in compliance with the Design Guidelines. Developer or its assigns shall have the responsibility to interpret and enforce all Design Guidelines applicable to the Property. The County shall have no responsibility for the interpretation and enforcement of the Design Guidelines other than requiring that all building plans have been stamped approved as set

out above prior to the issuance of any building permit for any building or structure on the Property.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 *Vested Rights.*

- a. **Generally.** As of the Effective Date of this Agreement, Developer shall have the vested right to develop the Property in accordance with this Agreement and Applicable Law.
- b. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 *Applicable Law.*

- a. **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of any phase of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the developer applies for preliminary approval for such phase. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

- b. **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

5.1 Amendments Generally.

Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

Section 6. DEFAULT; TERMINATION; REVIEW

6.1 General Provisions.

- a. **Default.** In the event Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, then within (60) days after giving written notice specifying the default, the non-defaulting party may, at its election, have the following remedies:
 - (1) All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.
 - (2) The right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular default.
 - (3) The right to withhold all further reviews, approvals, licenses, and permits for the Property, or development of any portion

thereof, until such default has been cured subject to the following:

- (i) The Developer and/or the Developer(s) was notified in the notice of default that the defaulting party had (60) days from date of the notice to cure any default so noticed; and
 - (ii) The defaulting party shall be afforded the right to attend a public hearing before the County Commission with regard to the default. The public hearing shall be held by the County Commission at the end of the (60) day cure period; and
 - (iii) The County Commission determines after such public hearing that future regulatory approvals on the Property should be withheld.
- (4) In the event any default under this Agreement is caused by acts of God or circumstances beyond the control of the Developer, the County, after consulting with Developer, shall grant a reasonable time for such default to be cured.
- (5) The rights and remedies set forth herein shall be cumulative.
- (6) Upon (20) days prior written request by Developer, the County will execute an estoppel certificate to be provided by the Developer in a form acceptable to the County to any third party certifying that Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- (7) The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee which may arise or accrue from the enforcement of this Agreement with or without the necessity of litigation. Wasatch County attorneys fees shall be calculated at rates comparable to attorneys fees in private practice.

- b. **Termination.** If the County elects to consider terminating this Agreement due to a material default of Developer, then the County shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Legislative Body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. After compliance with the provisions of Paragraph 6.1(a) above, if the County Legislative Body determines that a material default has occurred and is continuing and elects to terminate this Agreement, the County Legislative Body shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The County and Developer may thereafter pursue any and all remedies at law or equity.

6.2 *Review by County.*

- a. **Generally.** The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.
- b. **Determination of Non-Compliance.** If the County Legislative Body finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

6.3 *Default by the County.*

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law.

6.4 *Enforced Delay; Extension of Time of Performance.*

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5 *Review.*

Developer and the County shall (at the discretion of the County) meet frequently as needed to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

Section 7. DEFENSE AND INDEMNITY

7.1 *Developer's Actions.*

Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the County's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

7.2 *Hazardous, Toxic, and/or Contaminating Materials.*

Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents subsequent to the effective date of this Agreement from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS

8.1 Creation of Homeowners Association(s).

It is anticipated that Developer shall transfer certain maintenance obligations to one or more Homeowners Association(s). The Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it. This paragraph is subject to the terms and conditions of paragraph 3.1(15)(a) above.

8.2 Written Transfer Agreement Required.

When the Developer transfers Developer's maintenance obligations to the Homeowners' Association, Developer shall do so by written transfer agreement approved by the County.

Section 9. INSURANCE CERTIFICATES

9.1 Insurance Certificates.

Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project. Until such time as the Project Improvements described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after

thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer. The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the County and the Developer, Developers and their successors and assigns. The County and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

Section 11. MISCELLANEOUS

11.1 *Incorporation of Recitals and Introductory Paragraph.*

The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 *Subjection and Subordination.*

Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts.

Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction.

This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms.

The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land.

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement.

The County may look to Developer, the Homeowners Association , or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver.

No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies.

Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Representations.

Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- a. Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- b. Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.
- c. This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.14 No Third-Party Beneficiaries.

This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 12. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE

12.1 Assignability.

Developer shall be entitled to freely assign Developer's obligations under this Agreement or any rights or interests herein subject only to the terms and conditions set out in paragraphs 12.2 through 12.4 below. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. Assignments to financial institutions and individuals for financing purposes are exempt from the notice provisions set out above. In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed, except that retail lot sales to builders, homeowners and sites for commercial buildings in whole or in part are exempt from the provisions of this paragraph. Upon any

such sale meeting the requirements of Section 12 of this agreement, Developer shall be released from any future obligations as to any portions of the Property conveyed to Developers. Notwithstanding anything to the contrary contained in this paragraph, Developer shall not be required to notify the County with regard to the sale or transfer to a bona fide homeowner, buyer, Developer(s) or commercial sales for which final plats have been approved by the County and recorded in accordance with this Agreement and which are intended for single family residential use, sales to a Developer of a multi-family site, or to commercial sites. After such transfer Developer shall only be liable under this Agreement as to that portion of the Property retained by the Developer.

12.2 *Change in Developer.*

Developer acknowledges that its qualifications and identity are of particular concern to the County, and that it is because of such qualifications and identity that the County is entering into this Agreement. Accordingly, prior to the contemplated completion of the terms and conditions of this Agreement, Developer shall not transfer, assign, or dispose of its obligations under this Agreement to another developer (the "Replacement Developer"), unless Developer and Replacement Developer comply with this Section.

12.3 *Transfer Agreement Required.*

In connection with the transfer or assignment by Developer of all or any portion of its obligations under this Agreement, Developer shall enter into a written Transfer Agreement with the Replacement Developer or any other third-party transferee. In the Transfer Agreement, the Replacement Developer or transferee shall assume and succeed to all or any portion of the obligations of Developer under this Agreement. Developer shall not be required to enter into a Transfer Agreement with buyers of single residential units or lots within the Project.

12.4 *County Consent Required.*

Prior to a Transfer or assignment by Developer of all or any portion of its obligations under this Agreement, Developer shall obtain the County's consent to the transfer or assignment. If the Replacement Developer or transferee does not have the skill, expertise, or financing to take over and complete the contemplated development of the Project and Property, the County may refuse to consent to the proposed transfer or assignment. Such determinations shall be made by the Director and are applicable to the Wasatch County Board of Adjustment within (30) days of the date of the Director's decision. After the County consents to a

Transfer Agreement, Developer shall be automatically released from all obligations undertaken by the Replacement Developer or transferee under the Transfer Agreement.

The County shall not unreasonably withhold, condition, or delay its consent to the Transfer Agreement. If Developer delivers to the County (i) a written Transfer Agreement which complies with this Section; and (ii) any evidence of the skill, expertise or financing of the proposed Replacement Developer or transferee reasonably requested by the County, and the County does not refuse consent to the Transfer Agreement in writing within (15) calendar days of the date of delivery of the Transfer Agreement, the County shall be deemed to have consented to the Transfer Agreement. If the County refuses to consent to a Transfer Agreement, the County shall deliver a written refusal to Developer together with the reasons for the refusal and the conditions that must be satisfied to obtain the County's written consent.

12.5 *Rights of Developer and Replacement Developer.*

No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person. No breach or default hereunder by Developer shall be attributed to any person succeeding to any portion of Developer's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by Developer.

Section 13. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

AL MICKELSEN
Director
Wasatch County Administration Building
25 North Main Street
Heber City, UT 84032

With Copies to:

THOMAS L. LOW
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

If to Developer:

DONALD E. WALLACE
Vice President of Operations
Jordanelle Ridge, L.L.C., a Utah limited liability company
2511 South West Temple
Salt Lake City, UT 84115

With Copies to:

Hollis S. Hunt
Attorney at Law
392 East 12300 South, Suite A
Draper, Utah 84020

Section 14. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B - Jordanelle Ridge Master Plan

Exhibit C - Affordable Housing Agreement

Exhibit D - Will Serve Letters

Exhibit E – Architectural Renderings

Exhibit F – Landscape Plan

Section 15. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:

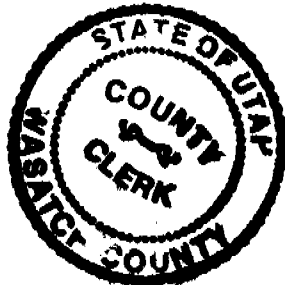
Attest:



MICHAEL K. DAVIS
Wasatch County Manager

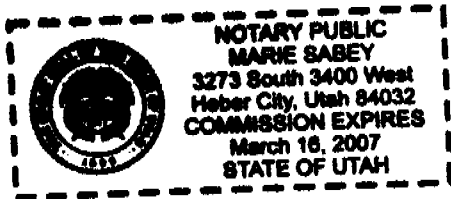


BRENT TITCOMB
Wasatch County Clerk Auditor



STATE OF UTAH)
)
) SS:
)
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 6th day of December, 2006, by Michael K. Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.



Marie Sabej

NOTARY PUBLIC

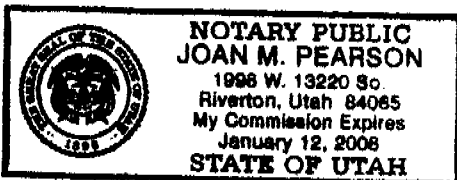
JLS PROPERTIES, LLC., a Utah limited liability company

By: *[Signature]*

DONALD E. WALLACE, Vice President
of Managing Member, Sorventures, Inc.,
A Utah corporation

STATE OF UTAH)
)
) :SS
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8th day of December, 2006 by Donald E. Wallace, who executed the foregoing instrument in his capacity as the Vice President of Managing Member, Sorventures, Inc., of JLS Properties, LLC., a Utah limited liability company.



Joan M. Pearson

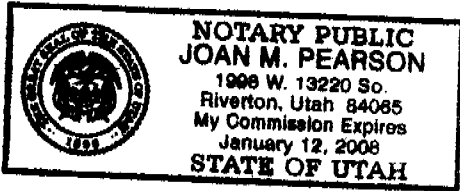
NOTARY PUBLIC

JORDANELLE RIDGE, Inc.,
a Utah corporation

By: 
DONALD E. WALLACE
Vice President of Operations

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8th day of December, 2006 by Donald E. Wallace, who executed the foregoing instrument in his capacity as the Vice President of Operations of Jordanelle Ridge, Inc., a Utah corporation.




NOTARY PUBLIC

EXHIBIT A

JORDANELLE DEVELOPMENT AGREEMENT

[Legal Description of Property]

**That Portion of the
 Jordanelle Ridge
 Perimeter Description
 Annexed into North Village Special Services District
 (Lying in Township 3 South, Range 5 East, Salt Lake Base & Meridian)**

Part of a parcel of land lying in Sections 4 through 18, inclusive, in Sections 20 through 23 inclusive, and in Sections 28 and 29 of Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

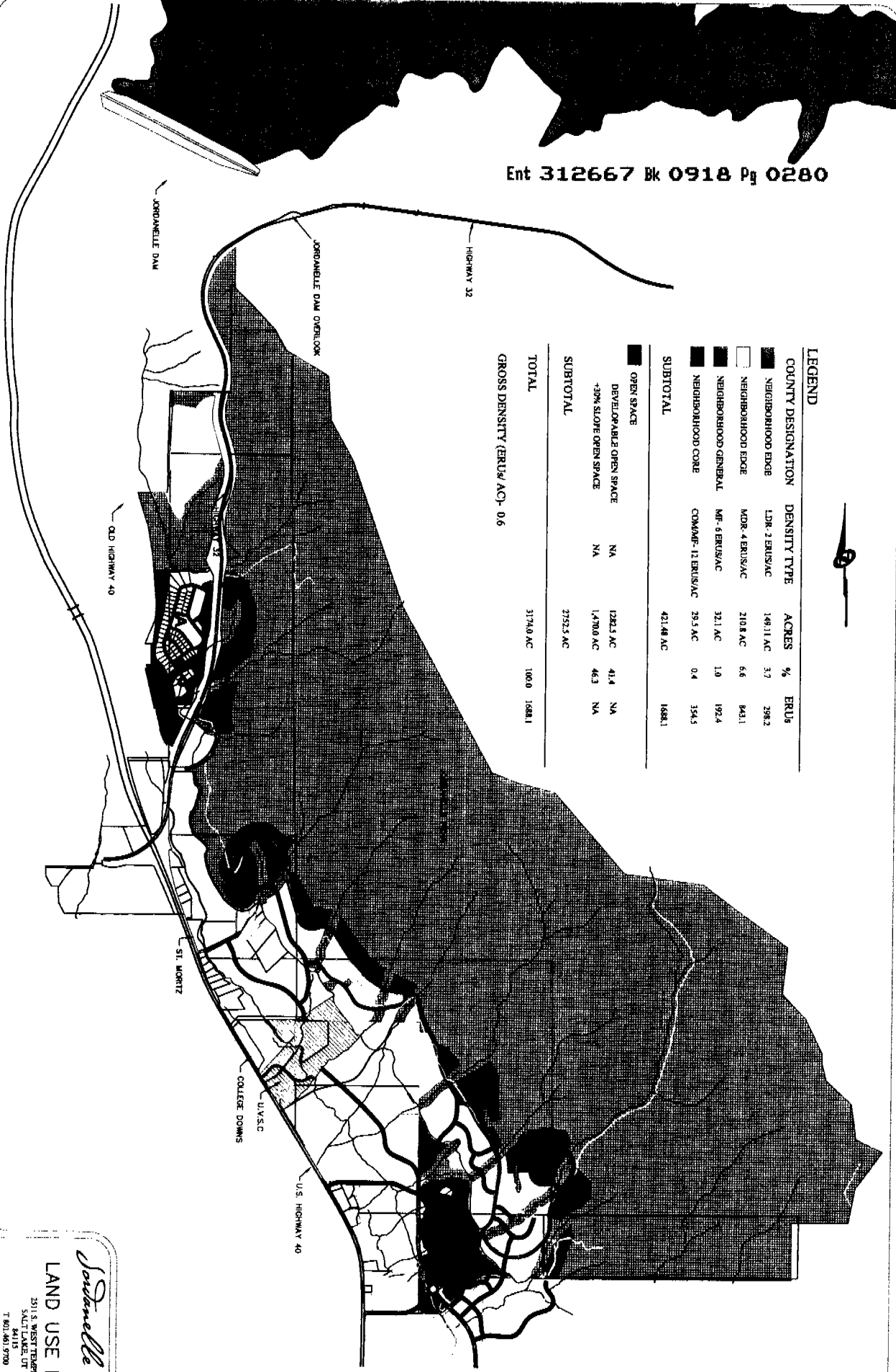
Beginning at a point on the South line of said parcel and the South line of said Section 22 which lies West 1480 feet, more or less, from the South Quarter Corner of said Section 22 and running thence West to the Southwest Corner of said Section 22; thence South to the Southeast Corner of the Northeast Quarter of said Section 28; thence West to the Southwest Corner of the North Half of the North Half of said Section 28; thence South $88^{\circ}54'20''$ West 1335.7 feet; thence South $49^{\circ}20'$ West 1055.72 feet; thence South $89^{\circ}53'30''$ West 531.18 feet, more or less, to a point on the centerline of said Section 29; thence North along said centerline to the North Quarter Corner of said Section 29; thence North along the centerline of said Section 20 to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 20; thence West to a point which is 1320 feet South of the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 20; thence West 210 feet; thence North $35^{\circ}30'$ West 559 feet; thence North 01° West 148 feet; thence North $41^{\circ}45'$ West 585 feet; thence South 60° West 71 feet; thence North $45^{\circ}15'$ West 468 feet, more or less, to the Southeast Corner of said Section 18; thence North $45^{\circ}15'$ West 520 feet; thence North $19^{\circ}45'$ West 232 feet; thence North $38^{\circ}15'$ West 405 feet; thence North 3° West 308 feet; thence North $59^{\circ}30'$ West 112 feet; thence South $52^{\circ}15'$ West 272 feet; thence West 310 feet; thence North 41° West 513 feet; thence North $26^{\circ}30'$ West 459 feet; thence North $10^{\circ}30'$ West 352 feet; thence North $12^{\circ}15'$ East 212 feet; thence North 41° West 343 feet to the Quarter Section line of said Section 18; continuing thence North 41° West 169 feet; thence North $9^{\circ}30'$ West 188 feet; thence North 20° East 802 feet; thence North $45^{\circ}30'$ West 175 feet; thence North 10° West 205 feet; thence West 460 feet, more or less, to the Southwest Corner of the North Half of the Northeast Quarter of said Section 18; thence North to the North Quarter Corner of said Section 18; thence West 293.61 feet, more or less, to the East line of the Old Highway right-of-way; thence North $13^{\circ}05'45.2''$ West 854.49 feet; thence East 115.01 feet; thence North 519.42 feet; thence West 127.02 feet; thence North $22^{\circ}41'00''$ East 252.33 feet; thence North $20^{\circ}11'25''$ East 336.58 feet; thence North $03^{\circ}46'53''$ East 322.69 feet; thence North $04^{\circ}21'20''$ West 1042.18 feet; thence North $09^{\circ}30'12''$ West 595.73 feet; thence North $17^{\circ}23'14''$ West 753.95 feet; thence North $89^{\circ}00'37''$ East 628.18 feet; thence North $0^{\circ}29'27''$ West 660 feet, more or less, to the South Quarter Corner of said Section 6; thence North to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence East to the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence East to the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence North $0^{\circ}02'04''$ West 1363.84 feet; thence North $0^{\circ}02'30''$ West 916.32 feet; thence leaving the Westerly line of said parcel South $46^{\circ}20'00''$ East 635 feet, more or less; thence South $43^{\circ}30'00''$ East 660.00 feet; thence South $29^{\circ}30'00''$ East 525.00 feet; thence South $59^{\circ}00'00''$ East 1020.00 feet; thence South $04^{\circ}00'00''$ East 950.00 feet; thence South $29^{\circ}30'00''$ East 935.00 feet; thence South $19^{\circ}15'00''$ East 3270.00 feet; thence

South 28°45'00" East 3950.00 feet; thence South 69°00'00" East 575.00 feet; thence South 75°30'00" East 810.00 feet; thence South 41°00'00" East 2250.00 feet; thence South 82°30'00" East 1665.00 feet; thence South 54°00'00" East 2200.00 feet; thence South 06°20'00" West 970.00 feet; thence South 43°10'00" East 715.00 feet; thence South 26°00'00" East 800.00 feet; thence South 00°06'00" West 210.00 feet; thence South 14°45'00" East 370.00 feet; thence South 47°00'00" East 715.00 feet; thence South 08°00'00" East 730.00 feet; thence South 64°00'00" East 610.00 feet; thence South 36°30'00" West 940.00 feet; thence South 11°00'00" West 735.00 feet to the point of beginning.

JORDANELLE DEVELOPMENT AGREEMENT

[Jordanelle Ridge Master Plan]

[To be furnished with each Development Plan]



LEGEND

COUNTY DESIGNATION	DENSITY TYPE	ACRES	%	ERLUs
NEIGHBORHOOD EDGE	LDR-2 ERUS/AC	149.1 AC	3.7	298.2
NEIGHBORHOOD EDGE	MDR-4 ERUS/AC	210.8 AC	6.6	843.1
NEIGHBORHOOD GENERAL	MF-6 ERUS/AC	32.1 AC	1.0	192.4
NEIGHBORHOOD CORE	COMM-F-12 ERUS/AC	29.3 AC	0.4	354.3
SUBTOTAL				
		421.48 AC		1688.1
OPEN SPACE				
DEVELOPABLE OPEN SPACE	NA	1282.5 AC	41.4	NA
NON-SLOPE OPEN SPACE	NA	1,470.0 AC	46.3	NA
SUBTOTAL				
		2752.5 AC		
TOTAL				
		3174.0 AC	100.0	1688.1
GROSS DENSITY (ERLU/AC) - 0.6				

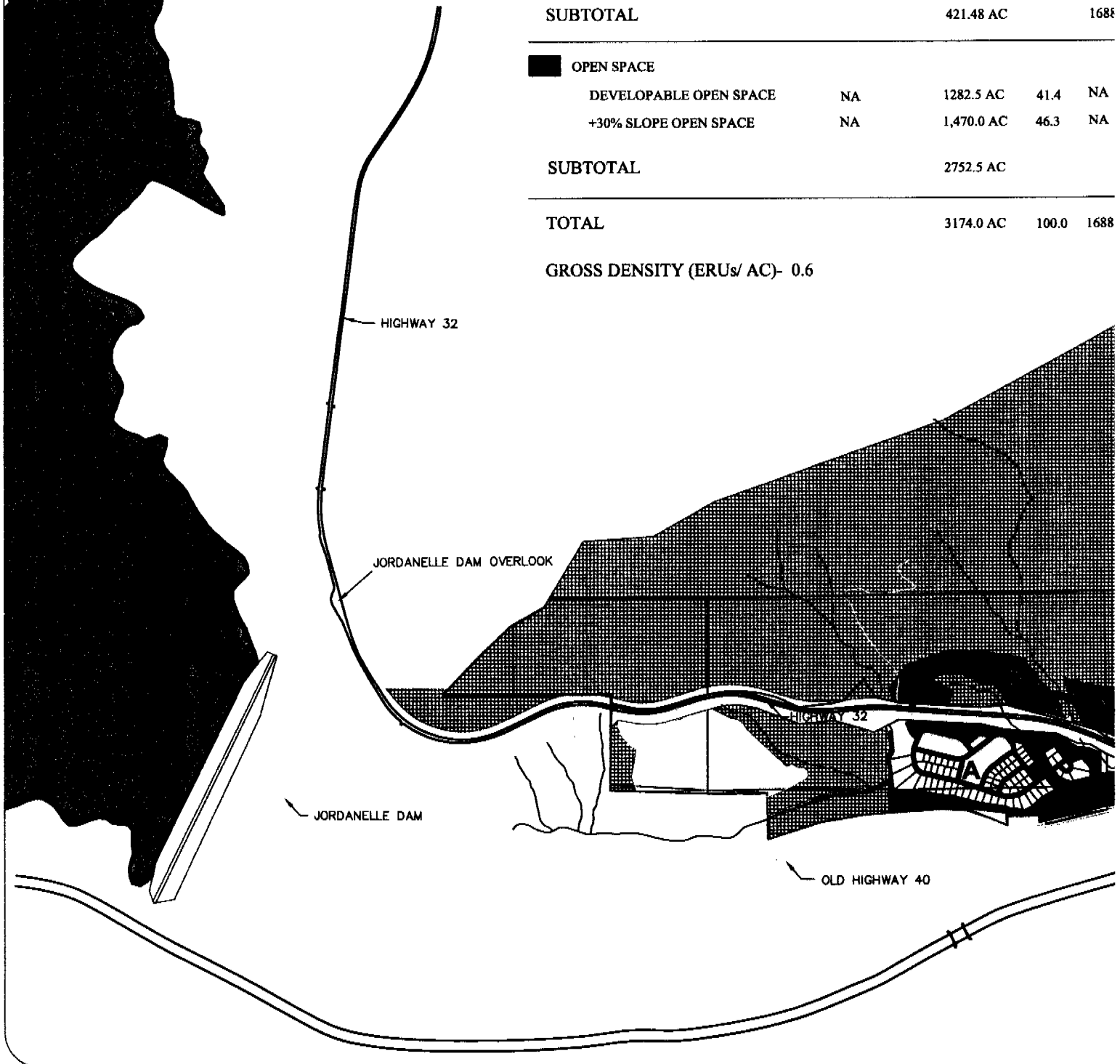
This exhibit is for presentation purposes. All information should be verified for design.

Jordanville Ridge
LAND USE PLAN
 2911 S. WEST TOWER
 SALT LAKE, UT 84115
 T 801.461.9790
 F 801.461.9722



LEGEND

COUNTY DESIGNATION	DENSITY TYPE	ACRES	%	ERUs
NEIGHBORHOOD EDGE	LDR- 2 ERUS/AC	149.11 AC	3.7	298
NEIGHBORHOOD EDGE	MDR- 4 ERUS/AC	210.8 AC	6.6	843.
NEIGHBORHOOD GENERAL	MF- 6 ERUS/AC	32.1 AC	1.0	192.
NEIGHBORHOOD CORE	COM/MF- 12 ERUS/AC	29.5 AC	0.4	354.
SUBTOTAL		421.48 AC		1688
OPEN SPACE				
	DEVELOPABLE OPEN SPACE	NA	1282.5 AC	41.4 NA
	+30% SLOPE OPEN SPACE	NA	1,470.0 AC	46.3 NA
SUBTOTAL		2752.5 AC		
TOTAL		3174.0 AC	100.0	1688
GROSS DENSITY (ERUs/ AC)- 0.6				



This exhibit is for presentation purposes. All information s



Jordanelle Ridge
LAND USE PLAN
 2511 S. WEST TEMPLE
 SALT LAKE, UT
 84115
 T.801.461.9700
 F.801.461.9722

to be verified for design.

EXHIBIT C

JORDANELLE DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

[To be furnished with each Development Plan]

Ent 312667 Bk 0918 Pg 0284

August 15, 2005

Michael Henke
Wasatch County Planning
188 South Main Street
Heber City, UT 84032

Re: Affordable Housing Plan -- Jordanelle Ridge

Dear Michael,

On behalf of the Wasatch County Housing Authority, it is my understanding that Jordanelle Ridge is currently requesting approval for the development of Plat A, equating to 15 ERUs dedicated to affordable housing per the Wasatch County Affordable Housing Ordinance.

Jordanelle Ridge has requested approval to transfer the 15 required units from Plat A to a future phase. The intent of Jordanelle Ridge is to offer a mixed plan for satisfaction of their requirements, specifically, the developer plans to construct a number of affordable units, as well as pay a fee-in-lieu for a portion of the required units. Based on this situation, it is preferable that the affordable units be located closer to the higher-density areas of the County (i.e., south of the Highway 40/32 Intersection).

At this time, the Housing Authority approves the plan submitted by Jordanelle Ridge, with the condition that a preliminary Affordable Housing Agreement, to be recorded with Plat A. It is understood that with each Plat developed in the future, the Agreement will be amended and a payment schedule will be arranged.

If you have any questions, please contact me.

Sincerely,



Jennifer Kohler
Wasatch County Housing Authority

EXHIBIT D

JORDANELLE DEVELOPMENT AGREEMENT

[Will Serve Letters]

[To be furnished with each Development Plan]

North Village Special Service District

55 South 500 East
Heber City, Utah 84032
(435) 940-9515
(435) 333-0514 Fax

October 5, 2005

Al Mickelson, Director
Wasatch County Planning Department
25 North Main Street
Heber City, Utah 84032

RE: Jordanelle Ridge "will-serve" letter.

Dear Al:

As you know, the proposed Jordanelle Ridge subdivision is a part of the North Village Special Service District. As such, water and wastewater services will be provided by NVSSD. We have been actively involved in the planning process with respect to these services. NVSSD will provide culinary water and wastewater collection and treatment services to the Jordanelle Ridge project as generally described below:


Culinary water: NVSSD will own and operate the culinary water system which will service Jordanelle Ridge. Jordanelle Ridge has reserved sufficient water rights to provide for the culinary water needs of the proposed subdivision. The source for the water will be the Jordanelle Water Treatment Plant, through the NVSSD pipeline off the hill. Jordanelle Ridge will pay for the extension of the culinary water line from the point where the bonded facilities end to the Jordanelle Ridge development. Those costs will be borne by Jordanelle Ridge, with the possible eventual participation by other developers in the area. We are working with the Jordanelle Ridge engineers to insure that the internal culinary water system meets all NVSSD and State standards. When their engineering drawings are complete, we will stamp a set of approved construction plans, and will conduct thorough inspections during the construction process to check for compliance. Jordanelle Ridge will pay for the remaining engineering work, and the construction of any additional improvements required. All culinary water facilities will be turned over to NVSSD for ownership and operation following successful construction.

Wastewater treatment: NVSSD will own and operate the wastewater collection system that will service Jordanelle Ridge. The wastewater treatment will be provided by JSSD through a contract

with NVSSD. JSSD is in the process of designing that treatment plant, and securing necessary state approvals. As emergency back-up, JSSD has contracted with HVSSD to provide treatment services on a temporary basis, until the plant is complete. Jordanelle Ridge will pay for the extension of the wastewater collection lines from the point where the bonded facilities end to the Jordanelle Ridge property. Those costs will be borne by Jordanelle Ridge, with the possible eventual participation by other developers in the area. We are working with the Jordanelle Ridge engineers to insure that the internal wastewater collection system meets all NVSSD and State standards. When their engineering drawings are complete, we will stamp a set of approved construction plans, and will conduct thorough inspections during the construction process to check for compliance. Jordanelle Ridge will pay for the remaining engineering work, and the construction of any additional improvements required. All wastewater facilities except the treatment plant will be turned over to NVSSD for ownership and operation following successful construction.

If you have any questions or concerns, please do not hesitate to give me a call.

Sincerely



Dan H. Matthews, manager
North Village Special Service District

DHM/

PacifiCorp – Utah Power

June 22, 2005

Wasatch County / Community Development
Doug Smith /Planning Director
25 North Main Street
Heber City, Utah 84032

Re: Availability of Utilities: JORDANELLE RIDGE NORTH OF JUNCTION OF SR 32 & HWY 40 - (76 ACRE – 76 SINGLE FAMILY & 76 TOWNHOMES)

To Whom It May Concern:

We hereby propose that in accordance with Electric Service Regulations for electric service in the State of Utah under the Public Service Commission, Utah Power is prepared to provide service to your development should a "Future Developer" desire same and pay the costs of construction of facilities needed to make service available at the site.

We do not at the present time have facilities available to provide service to homes from our existing lines, however we can provide the capacity through installation and or upgrade of any necessary transmission and or distribution facilities.

Should you proceed with the project, please let me know your requirements as soon as possible so the engineering and construction can be accomplished in time to meet your schedule. We may need to have the costs for engineering paid in advance for ;the design of facilities.

- 1) I have reviewed preliminary site development plans. Utah Power has building clearances that must be maintained from any transmission lines that may bisect the project. It is the customer / developers responsibility to contact the Power Company before design or construction.
- 2) Electric service will be provided under the prevailing rates and regulations, as filed with the Public Utilities Commission of Utah.
- 3) Adequate easements (front lot line only – 10' minimum will need to be provided by the developer.

Have a great day - Everyday!

.....

We will require the following to complete the design for the customer:

- 1) Customer to make application / 800-367-8490.
- 2) Provide load information (contact me if you need form).
- 3) Provide County approved site plan for project with necessary easements.
- 4) There will be monies involved.

Sincerely,



Tom Shirley
Joumeyman Estimator
435-655-7812, 435-655-7830 (fax)

cc: File



Questar Gas Company

167 West Center Street

P.O. Box 39

Heber, UT 84032-0039

Tel 435 654 3600

Ent 312667 Bk 0918 Pg 0290

June 21, 2005

Jordanelle Ridge
Attn: Brian Watson
2511 So. West Temple
Salt Lake City, Utah 84115

Re: Natural Gas Service Availability Letter

To Whom it May Concern

Natural gas can be made available to serve the Jordanelle Ridge Plat A Subdivision located north of the junction of SR 32 & Hwy 40 in the Heber, Utah area when the following requirements are met:

1. Developer provides approved plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, home, building).

2. Review and analysis by Questar Gas' Engineering and/or Preconstruction Department to determine load requirement, system reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and /or service line extensions required to serve the development. These service extensions must be paid in advance, but may qualify for credits or refunds, as provided in Questar Gas' tariff.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

Jeffrey C. Hundley
Contract Specialist

Ent 312667 Bk 0918 Pg 0291



Comcast Cable
Communications, Inc.
9075 S 700 W
Sandy, Utah 84070
801-401-3023 801-255-2711 fx

Sheryl_Pehrson@cable.comcast.com

Fax Transmission

Date: 3/22/05
To: Brian Watson
From: Sheryl Pehrson

Phone:
Fax: 801-461-9723
Pages 1

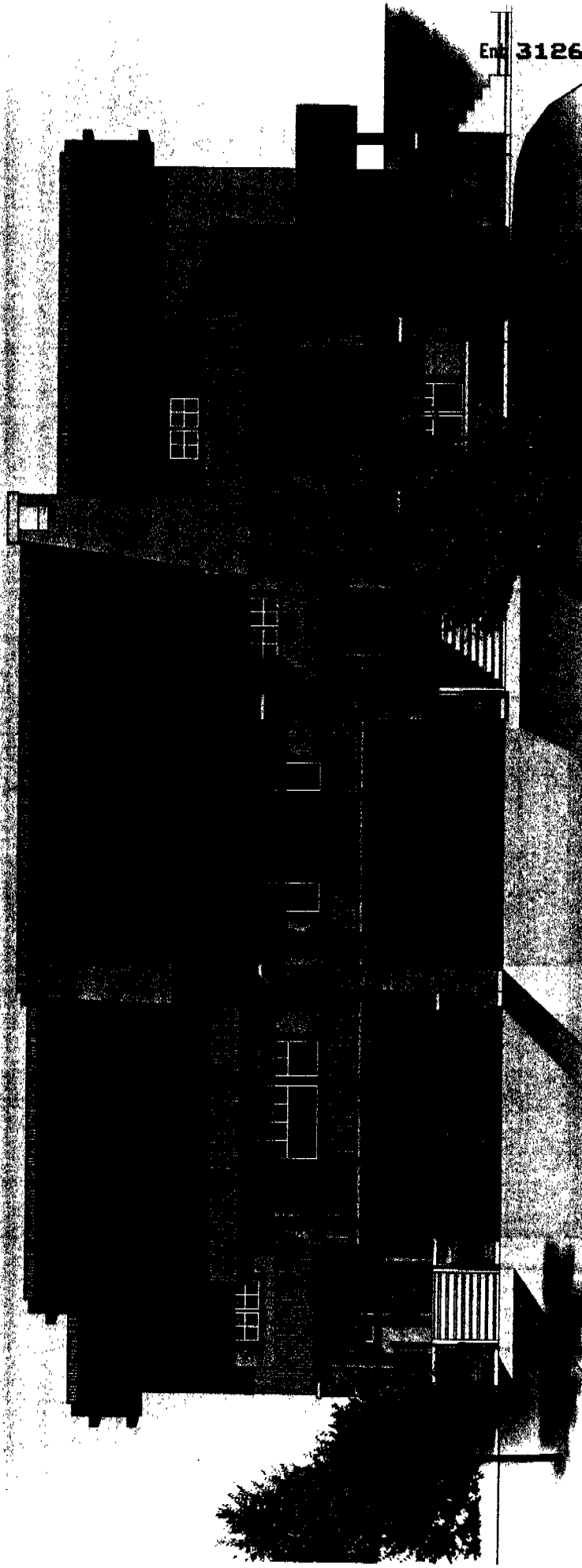
Re: Contact information for Jordanelle Ridge

Please have your engineer email the final plat to me at the above address and fax or mail the power drawing when available. I will call in 1 month to check progress but feel free to contact me anytime. Thanks, Sheryl

JORDANELLE DEVELOPMENT AGREEMENT

[Architectural Renderings]

[To be furnished with each Development Plan]

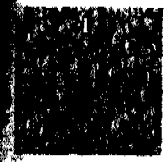


CALL OR E-MAIL FOR MORE INFORMATION ONLY.
EXCLUSIONS WILL APPLY TO ALL REPRESENTATIONS.

UPHILL COLOR OPT 1



Dark Granite
"Firestone Blue"



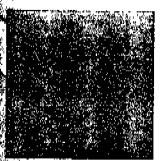
Black and White
"Shadow Rock"



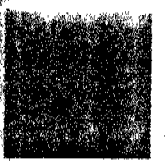
Cabot's
"Black"



Cabot's
"Black"



Millennium
"Firestone Blue"

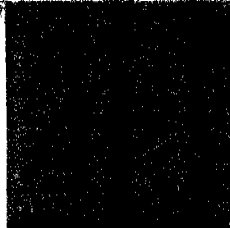


Millennium
"Firestone Blue"

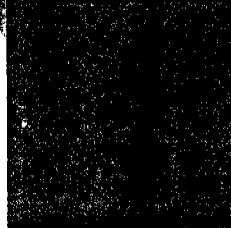


JORDANELLE RIDGE

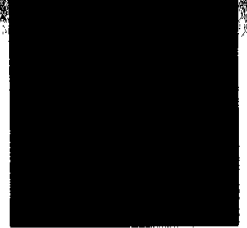
JORDANELLE UTAH



STUCCO
 Milleanium
 "Frontier Tan"
 8732W



METAL WOOD
 "Red Cedar"



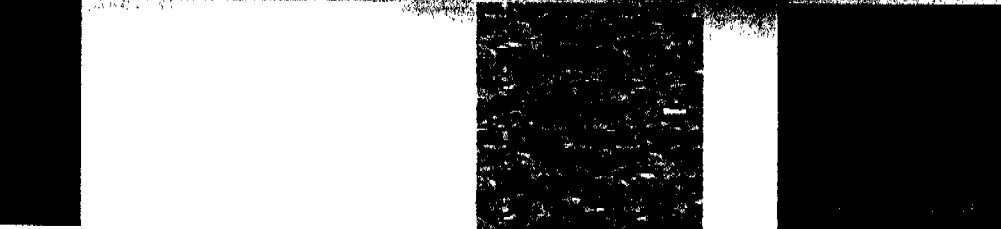
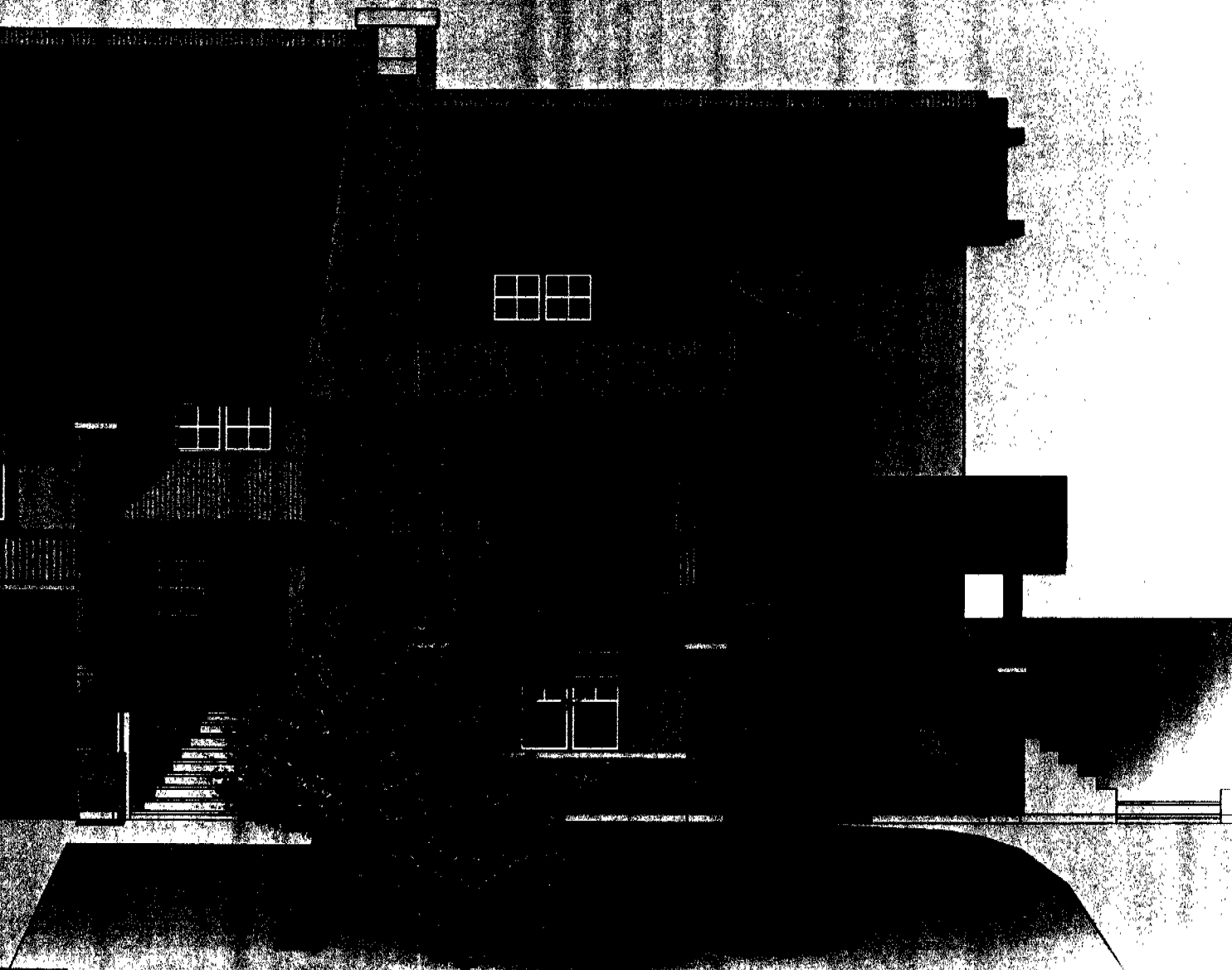
PRIME COLUMNS
 LINERS, LLC
 Cabots
 "Red Cedar"



BALLUNITE
 Cabots
 "Dusk"



**JORDANE
 JORDAN**



★
"S"

STONE
Eldorado Stone
"Shadow Rock"

ASPHALT ROOF
Elk Domain
"Weathered Wood"

COLORS ARE REPRESENTATIONAL ONLY.
FINAL COLORS WILL VARY FROM ABOVE REPRESENTATION

LE RIDGE LE UTAH

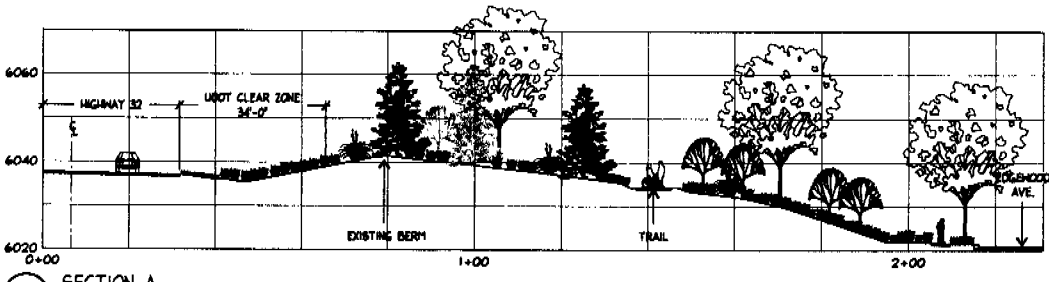
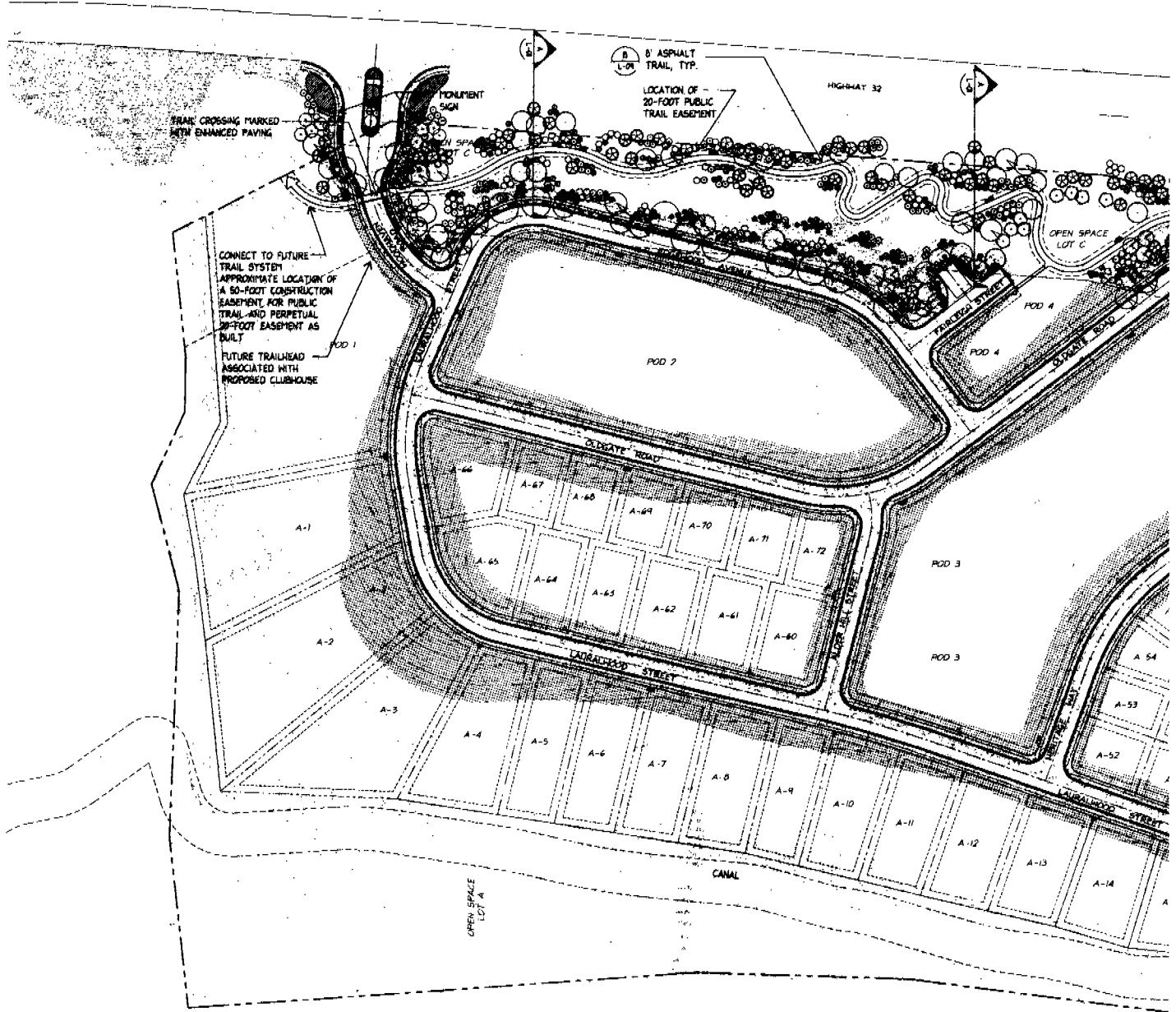
UPHILL COLOR OPT 1

EXHIBIT F

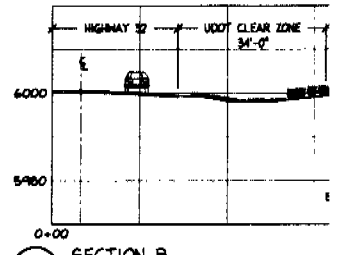
JORDANELLE DEVELOPMENT AGREEMENT

[Landscape Plan]

[To be furnished with each Development Plan]



(A) SECTION A
 SCALE: HORIZONTAL SCALE: 1" = 20'-0" VERTICAL SCALE: 1" = 20'-0"



(B) SECTION B
 SCALE: HORIZONTAL SCALE: 1" = 20'-0" VERTICAL SCALE: 1" = 20'-0"

LEGEND

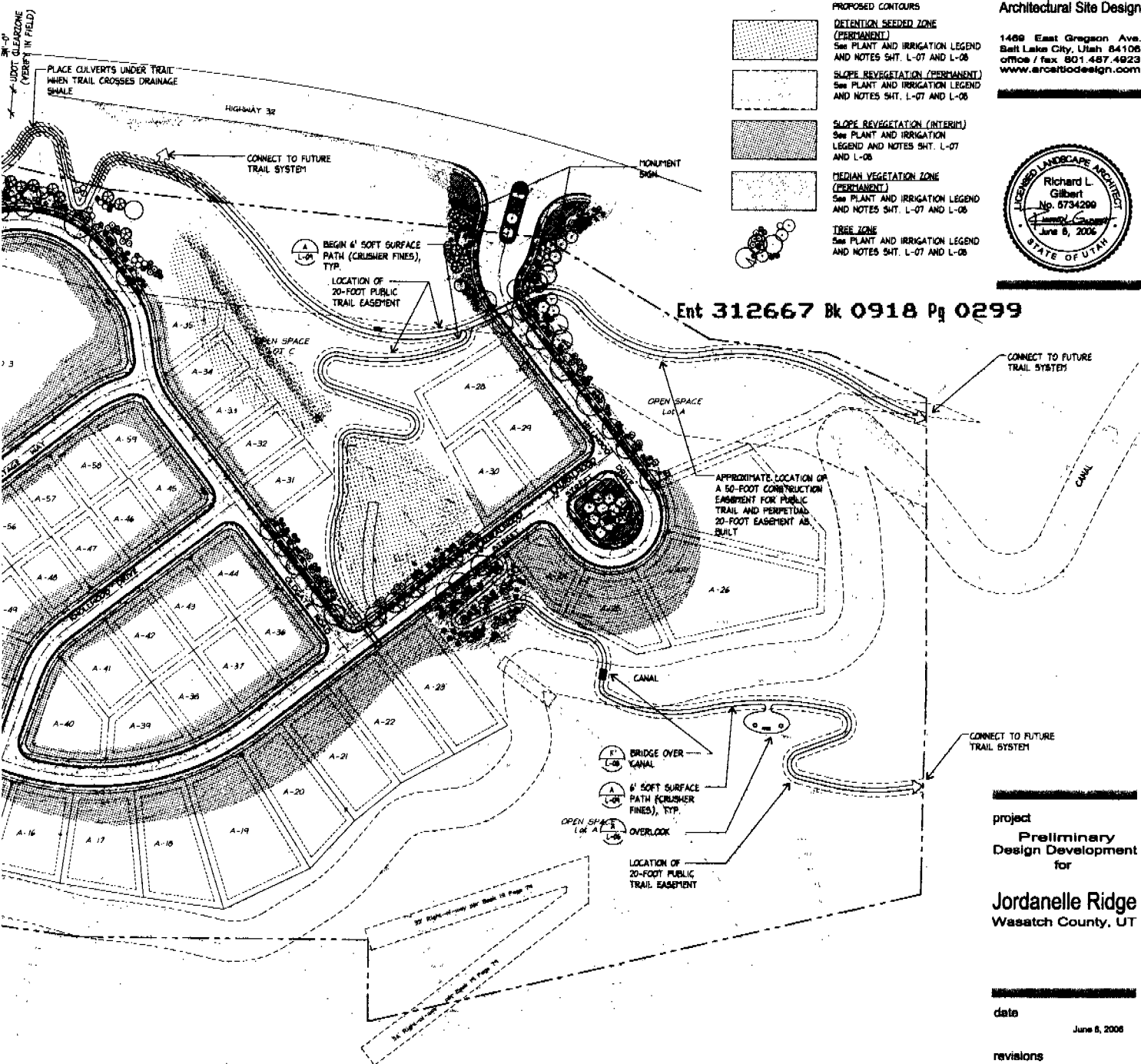
- PROPERTY LINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- RETENTION SEEDED ZONE (PERMANENT)
See PLANT AND IRRIGATION LEGEND AND NOTES SHT. L-07 AND L-08
- SLOPE REVEGETATION (PERMANENT)
See PLANT AND IRRIGATION LEGEND AND NOTES SHT. L-07 AND L-08
- SLOPE REVEGETATION (INTERIM)
See PLANT AND IRRIGATION LEGEND AND NOTES SHT. L-07 AND L-08
- MEDIAN VEGETATION ZONE (PERMANENT)
See PLANT AND IRRIGATION LEGEND AND NOTES SHT. L-07 AND L-08
- TREE ZONE
See PLANT AND IRRIGATION LEGEND AND NOTES SHT. L-07 AND L-08

Sitio Design, Inc
Landscape Architecture & Architectural Site Design

1488 East Gregson Ave.
Salt Lake City, Utah 84106
office / fax: 801.487.4923
www.arcadiodesign.com



Ent 312667 Bk 0918 Pg 0299



project
Preliminary Design Development
for
Jordanelle Ridge
Wasatch County, UT

date
June 8, 2006

revisions

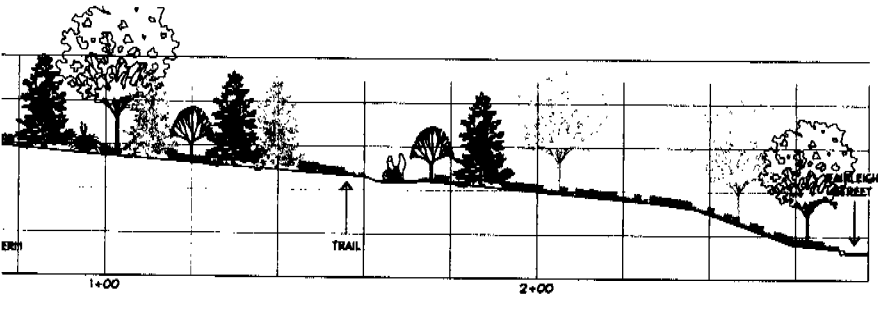
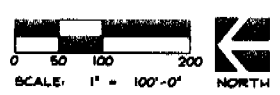
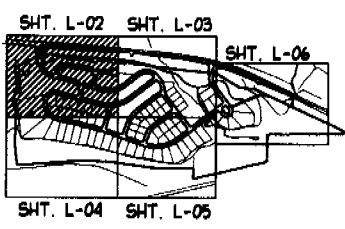
data
and project no: 06008

title
OVERALL LANDSCAPE PLAN

sheet

L-01

KEYPLAN NTS



SCALE: 1" = 20'-0" SECTION

File: E:\05006_Jordanelle Ridge\Archive\060601 before posts 1-2-3-4\landscape w june 8 chonges.dwg Jun 08, 2006 - 2:01pm