

TALISMAN
DEVELOPMENT AGREEMENT

Ent. 320095, Bk 940 Pg 5-43
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ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: PRIME WEST JORDANELLE LLC

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This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this ^{10th} day of May, 2007, by and between Prime West Jordanelle, a Utah limited liability company (hereinafter 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 17-27a-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 has a legal interest in certain real property consisting of approximately 1438 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto.
- C. Developer has requested approval to develop the real property described in Exhibit A, to be known as Talisman, in accordance with the Jordanelle Basin Area 'C' Land Use Plan as previously approved or as further ammended. Currently the developer has received final approval for Talisman Phase One, Unit One consisting of 71 lots. This development is more particularly described in a Plat on file with the Wasatch County Recorder, which Plat is incorporated by reference herein.
- D. 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 land use 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.

- E. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below).
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- F. The County has undertaken review and planning actions relating to the development of the Property and the Project. 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 the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all phases or plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- G. On November 9, 2006, following a duly noticed public hearing, the County Planning Commission granted final conditional approval to Developer for Phase I, subject to Developer entering into this Agreement and satisfying the conditions imposed.
- H. 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.
- I. 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"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty-five (25) years. 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. Furthermore all easement, maintenance requirements or

other agreements intended to run with the land shall survive the termination or expiration of this agreement.

Section 2. DEFINITIONS

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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.

"Approval Date" shall mean the date set forth in Recital G 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, and the Jordanelle Basin Area 'C' Land Use Plan dated October 3, 1997 as well as any and all amendments thereto..

"Current Approvals" shall have the meaning set forth in Recital F of this Agreement.

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

"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.

"Home Owners' Association" means the Talisman Home Owners' Association, a non-profit corporation 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.

"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

“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 Planning Commission or the County Legislative Body during the permitting and approval process as set forth in the official minutes of the County Planning Commission and County Legislative Body.
- (2) ***Payment of Administrative Fees:*** Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (3) ***Payment of Impact Fees:*** Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Legislative Body, 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.
- (4) ***Affordable Housing:*** To comply with the County Affordable Housing Ordinance, Developer will enter into and agree to be bound by a separate Affordable Housing Agreement, dated as of the Effective Date of this Agreement and recorded in the office of the Wasatch County Recorder. The Affordable Housing Agreement shall be entered into within 60 days of the Effective Date of this Agreement and shall be in a form substantially similar to that attached hereto as Exhibit B.
- (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 C and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	Jordanelle Special Services District
Irrigation Water	Jordanelle Special Services District
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	Jordanelle Special Services District
Storm sewer	Talisman Homeowners Association/Wasatch County Public Works Department

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) **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.
- (7) **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.
- (8) **Construction and Maintenance of Recreational Facilities:** Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the following schedule:

Recreational Facility	Date of Substantial Completion
18 hole golf course as shown Exhibit D	October 2008.

Developer shall maintain the above described recreation facilities in all respects. This obligation may be transferred to the Home Owner's Association, golf club or other ownership entity approved by the County. Maintenance shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer (or other approved entity) 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 golf course property (if owned separately from the Home Owners Association) or Property and its lots (if owned by the Home Owners Association, and such lien shall be 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.

- (9) **Garbage Pickup:** Wasatch County Solid Waste Special Service District will provide trash pickup and disposal for the project. However, district garbage trucks will not go into private roads to pickup trash. Developer must provide internal trash collection system and a location for bulk district containers as approved by the Wasatch County Solid Waste Special Service District^[TF1] for district garbage pickup in accordance with district rules and policies.
- (10) **Maintenance of Open Space and Trails:** Developer agrees to provide open space and trails as part of the development as required County Ordinances. As determined in the approval process, amenities such as a golf course, ski area and other recreational facilities may qualify as open space. All open space must be delineated as open space on the recorded plats, must be deeded to the Home Owners Association or other perpetual entity, and must be subject to an easement in favor of the County prohibiting any development of such open space other than open space compatible uses as approved the County. Developer also agrees to provide public trails as approved by the Wasatch County trail planner. Said trails shall be shown on applicable plats and dedicated to the County for perpetual public use. Developer shall be responsible to maintain the open space and trails in all respects, including but not limited landscaping, irrigation, and weed control. This obligation shall be transferred by written agreement to the Home Owners' Association, private golf club or other perpetual entity approved by the County. Maintenance shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or Home Owners Association(or other entity) fails to maintain the open space and trails, 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.
- (11) **Golf Course:** For any golf course constructed as part of the development Developer or other approved owner shall provide an annual water quality report which meets the standards set forth in and is in accordance with the approved golf course Nutrient Management Plan dated July 19, 2006 on file with the County Planning Office, and any other revision or amendments to this plan as approved by the County. If the golf course is owned by the Home Owners Association, then its assessed value for purposes of property taxes shall be reflected in the individual lots within the development. However, if it is owned by an entity other than the Home Owners Association, then its value will not be reflected in the individual lots in the development, but its value will instead be assessed as a privately owned and operated golf course.
- (12) **Architectural Guidelines and Landscape Plan:** Developer shall prepare and submit to County, as part of the approval process, architectural guidelines which, once approved shall set forth requirements for all building construction within the project. Developer shall also prepare and submit site

specific landscape plans for common areas within the project as well as landscape guidelines which, once approved, shall set forth landscaping requirements for individual lots. The parties shall by addendum make such guidelines and plans part of this agreement.

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- (13) ***Ridgeline Viewshed Analysis:*** The project has provided a viewshed analysis for the first phase of the project and determined that no structures in this phase will protrude above a ridgeline. If any structure does protrude above a ridgeline the proposal must go through a conditional use process as outlined in 16.27.21(2005 code).
- (14) ***Bonding:***
- a. ***Performance Bonds and Warranty Bonds.*** Developer shall post performance and warranty bonds in relation to the Project. The bonds shall conform to the requirements of section 16.27.20 of the Wasatch County Code.
 - b. ***Maintenance Bonds.*** Developer shall post a bond of either cash or an irrevocable letter of credit 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. If Developer transfers these obligations by written agreement to the Home Owners' Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owners' Association's jurisdiction, 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.

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(d) **Additional Obligations of the County.**

1. **Road Maintenance:** The Development shall contain both public and private roads as approved through the planning process. All plats recorded as part of the development shall clearly delineate which roads are public and which are private. Maintenance for the roads shall be as follows:

A. **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

B. **Private Roads:** Private roads shall be maintained in all respects by the Developer or the Home Owners Association after approval by the County of a written transfer agreement. Maintenance shall meet or exceed the standard required of County roads.

2. **Snow Removal:** The Developer and, upon approved written transfer, the Homeowners Association shall provide snow removal on the private roads in the project and the County shall provide snow removal for public roads in the project. For those roads which are public, 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.

3. **Detention Ponds:** The Developer and, upon approved written transfer, the Homeowners Association shall maintain all storm drainage facilities within the project. The minimum inspection and maintenance to be provided by the developer/Home Owner's Association shall be as follows:

Inspection: Inspect detention pond for erosion and any changes after every major storm event but at least monthly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion.

Regular maintenance

- Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit
- Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.
- Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.
- Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.
- Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river.
- Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitos and reduce the storage volume of the pond.
- Do not place yard waste such as leaves, grass clippings or brush in ponds.

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Annual Maintenance

Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

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 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 County Legislative Body granted preliminary approval to Developer. 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.

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(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; ANNUAL REVIEW

6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(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. 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 may thereafter pursue any and all remedies at law or equity.

6.2 Review by County

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(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.

(c) **Notice of Compliance.** Within fifteen (15) days following any written request which Developer may make from time to time, the County shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

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.

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6.5 Annual Review.

Developer and the County shall (at the discretion of the County) meet annually 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 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 Home Owners' Association. It is anticipated that Developer will transfer certain maintenance obligations to the Home Owners' Association. 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.

8.2 Written Transfer Agreement Required. In the event Developer transfers Developer's maintenance obligations to the Home Owners' Association, Developer shall do so by written transfer agreement approved by the County.

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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.

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.

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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 Home Owners' 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. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. 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.

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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 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

11.14 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.

11.15 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. 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:

Ent 320095 Bk 0940 Pg 0020

If to the County:

AL MICKELSEN
Director
Wasatch County Administration Building
188 South 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:

STEPHEN F. PATTERSON
Manager
Prime West Jordanelle, LLC
3940 E. Fairbrook Circle
Mesa, Arizona 85205

With Copies to:

GREGORY R. KNIGHT
Law office of Gregory R. Knight & Associates, P.C.
1733 N. Greenfield Road, Suite 103
Mesa, Arizona 85205

Section 13. 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 - Affordable Housing Agreement

Exhibit C - Will Serve Letters

Ent 320095 Bk 0940 Pg 0021

Exhibit D - Open Space Easement for Phase I/ Private Golf Course

Section 14. 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.

Ent 320095 Bk 0940 Pg 0022

WASATCH COUNTY:


Attest:


Wasatch County Manager

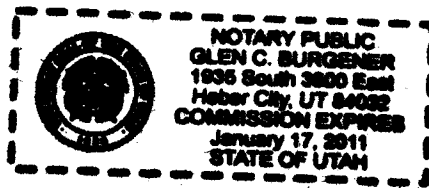
BRENT TITCOMB,
Wasatch County Clerk Auditor

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of May, 2007, by Michael 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.


NOTARY PUBLIC
Residing at: Heber, UT

My Commission Expires:
1/17/2011



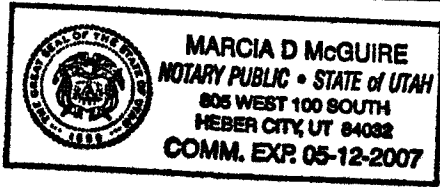
PRIME WEST JORDANELLE, LLC

By: Stephen F. Patterson

Stephen F. Patterson
Member

STATE OF UTAH)
)
COUNTY OF Wasatch) :SS

The foregoing instrument was acknowledged before me this 10th day of May, 2007, by Stephen F. Patterson, who executed the foregoing instrument in his capacity as the Member of Developer, a Utah L.L.C.



Marcia D. McGuire
NOTARY PUBLIC
Residing at: Wasatch County

My Commission Expires:

5/12/07

EXHIBIT A

TALISMAN DEVELOPMENT AGREEMENT

[Legal Description of Property – see attached]

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN WASATCH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°15'40" WEST ALONG THE SECTION LINE 5606.15 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 00°01'28" EAST ALONG THE SECTION LINE 1650.00 FEET; THENCE NORTH 89°55'22" WEST 5283.65 FEET TO A FENCE LINE; THENCE SOUTH 00°05'20" EAST ALONG SAID FENCE LINE 976.58 FEET TO A FENCE LINE; THENCE SOUTH 88°34'00" WEST ALONG SAID FENCE LINE 1311.23 FEET TO A FENCE LINE; THENCE SOUTH 00°08'52" EAST ALONG SAID FENCE LINE 2604.65 FEET TO A FENCE LINE; THENCE NORTH 89°33'06" WEST ALONG SAID FENCE LINE 1321.70 FEET TO A FENCE CORNER AT THE SOUTH QUARTER CORNER OF SECTION 10, T3S, R5E, SLB&M.; THENCE NORTH 00°15'43" WEST ALONG THE QUARTER SECTION LINE 5248.28 FEET TO THE SOUTH QUARTER CORNER OF SECTION 3, T3S, R5E, SLB&M.; THENCE NORTH 00°07'13" EAST ALONG THE QUARTER SECTION LINE 1980.00 FEET; THENCE NORTH 89°52'57" EAST 661.21 FEET; THENCE NORTH 00°07'02" EAST 660.03 FEET; THENCE SOUTH 89°52'57" WEST 661.18 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00°07'13" EAST ALONG SAID QUARTER SECTION LINE 1320.01 FEET; THENCE NORTH 89°52'57" EAST 661.03 FEET; THENCE SOUTH 00°06'50" WEST 660.00 FEET; THENCE NORTH 89°52'57" EAST 661.11 FEET TO THE WEST LINE OF LOT 1, SECTION 3, T3S, R5E, SLB&M.; THENCE NORTH 00°06'26" ALONG SAID LOT LINE 2119.13 FEET TO THE INTERSECTION OF SAID LOT LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: NORTH 76°23'24" EAST 785.76 FEET, NORTH 77°48'29" EAST 191.92 FEET, NORTH 81°45'42" EAST 68.28 FEET, NORTH 86°07'23" EAST 192.34 FEET, NORTH 88°34'36" EAST 471.93 FEET, NORTH 87°23'08" EAST 906.83 FEET, NORTH 88°56'42" EAST 208.38 FEET, NORTH 78°15'55" EAST 209.04 FEET, SOUTH 13°33'20" EAST 189.67 FEET, SOUTH 13°34'52" EAST 61.73 FEET, NORTH 41°35'11" EAST 80.95 FEET, NORTH 41°30'21" EAST 421.18 FEET, NORTH 69°07'27" EAST 213.11 FEET, NORTH 69°16'05" EAST 137.10 FEET, NORTH 69°12'13" EAST 262.40 FEET, NORTH 69°17'44" EAST 422.32 FEET, SOUTH 88°21'54" EAST 300.00 FEET, NORTH 89°44'47" EAST 324.08 FEET, NORTH 82°29'07" EAST 333.19 FEET, NORTH 59°44'23" EAST 336.67 FEET, NORTH 41°18'08" EAST 300.01 FEET, NORTH 72°00'34" EAST 195.18 FEET, NORTH 71°51'28" EAST 51.66 FEET, NORTH 72°03'55" EAST 185.66 FEET, NORTH 71°58'22" EAST 347.09 FEET, NORTH 72°06'15" EAST 24.25 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE EAST LINE OF SECTION 35, T2S, R5E, SLB&M.; THENCE SOUTH 00°01'24" EAST ALONG SAID SECTION LINE 1343.98 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 89°30'44" EAST ALONG THE SECTION LINE 54.63 FEET TO THE POINT OF BEGINNING.
CONTAINING 1451.01 ACRES

AND A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 32 AND THE WEST LINE OF SECTION 35, T2S, R5E, SLB&M., WHICH POINT IS NORTH 00°01'24" WEST ALONG THE SECTION LINE 336.18 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°01'24" WEST ALONG THE SECTION LINE 331.47 FEET TO THE NORTHWEST CORNER OF THE S1/2 S1/2 SW1/4 OF SAID SECTION 35; THENCE NORTH 89°41'09" EAST 2020.85 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 32; THENCE SOUTH 36°01'20" WEST ALONG SAID HIGHWAY LINE 41.81 FEET; THENCE SOUTH 62°56'47" WEST CONTINUING ALONG SAID HIGHWAY LINE 513.69 FEET; THENCE SOUTH 83°10'38" WEST CONTINUING ALONG SAID HIGHWAY LINE 191.93

FEET; THENCE SOUTH 87°23'08" WEST CONTINUING ALONG SAID HIGHWAY LINE 906.83
FEET; THENCE SOUTH 88°35'00" WEST CONTINUING ALONG SAID HIGHWAY LINE 442.29
FEET TO THE POINT OF BEGINNING.
CONTAINING 12.44 ACRES MORE OR LESS

TALISMAN DEVELOPMENT AGREEMENT

[Affordable Housing Agreement – see attached]

WASATCH COUNTY HOUSING AUTHORITY

475 North Main Street ■ Heber City, UT 84032

April 27, 2007

Al Mickelson
Wasatch County Planning Department
188 South Main Street
Heber City, UT 84032

RECEIVED
MAY 01 2007
WASATCH COUNTY
PLANNING DEPARTMENT

RE: Talisman Phase 1

Dear Al,

On behalf of the Wasatch County Housing Authority, I am writing to inform you of the intent to satisfy the current Wasatch County Affordable Housing Ordinance, for the Talisman development which is now under review for final approval by the Wasatch County Planning Commission and Council.


As specified by Talisman representative, Tyler Frisby, it is the understanding of the Housing Authority Board that Talisman Phase 1 includes 71 units. This equates to a 7.1 ERU requirement of Affordable Housing (10%, as indicated in the Wasatch County Affordable Housing Ordinance). Mr. Frisby has committed to pay the current fee-in-lieu for Phase 1.

Additionally, Mr. Frisby has agreed to the following payment structure:

Total Fee-in-Lieu (Currently \$28,000 per ERU)	\$198,800
1/3 Paid at Plat Recordation	\$66,267
1/3 Paid 90 Days Following Plat Recordation	\$66,267
1/3 Paid Prior to Issuance of First Building Permit	\$66,266

Upon my receipt of initial payment, Talisman Phase 1 has approval from the Wasatch County Housing Authority to proceed with development of the plat specified. I will provide a letter of receipt for the two subsequent payments, with the expectation that building permits will not be issued until the fee-in-lieu is paid in full. If you have any questions, please contact me at 435.657.2800, extension 104, or by email at wasatchcountyhousing@hotmail.com.

Sincerely,


Jennifer Kohler
Acting Director

Wasatch Housing Authority

TALISMAN DEVELOPMENT AGREEMENT

[Will Serve Letters – see attached]

**Wasatch County Fire District
25 North Main Street
Heber City, Utah 84032**

Phone: 435-940-9636
Fax: 435-940-9635

April 20, 2006

Aspens Development/Jordanelle Basin
Prime West Elco, LLC
831 North 142 East
Orem, Utah 84097

Re: Aspens - Fire Will Serve Letter
Fax: 801-606-2736

To Whom It May Concern:

I/We Prime West Elco, LLC, the undersigned, by my/our signature, agree that I/we will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the Aspens subdivision.

The Wasatch County Fire District will furnish fire protection to this area only when the infrastructure of the subject subdivision has been completed in accordance with the International Fire Code and all other Wasatch County ordinances adopted to date.

No construction of any structure will be permitted until all the requirements of the International Fire Code Edition 2003 have been met.

Fire Flow Requirements

Fire-Flow Requirements for buildings shall be based upon Appendix B of the International Fire Code which states: The minimum fire flow requirements for one and two family dwellings having a fire area which does not exceed 3,600 square feet shall be 1,000 gallons per minute. Fire flow for dwellings having a fire area in excess of 3,600 square feet shall not be less than that specified in Table B105.1 (located on page 372 of the International Fire Code). Sprinklers may be required on all structures throughout the project.

Placement of Fire Hydrants

Fire hydrant placement shall be as per the International Fire Code Edition 2003 Appendix C.

Dated this 20 day of April, 2006.

Wasatch County Fire District

Ernie Giles, Fire Chief

JORDANELLE SPECIAL SERVICE DISTRICT

P.O. Box 519
10420 North Jordanelle Blvd. Ste. A
Heber City, Utah 84032

Telephone: (435) 940-9515
Facsimile: (435) 940-9632

April 20, 2006

Al Mickelson,
Wasatch County Planner
25 North Main Street
Heber City, Utah 84032

RE: Will-serve letter for Phase I of the proposed Aspens development.

Dear Al:

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

Culinary water: JSSD will own and operate the culinary water system which will service Phase I of the Aspens. Aspens has reserved sufficient water rights to provide for the culinary water needs of the proposed Phase I of the development. The source for the water will be wells and/or treatment plants owned and operated by JSSD. We plan on eventually developing redundant culinary water sources to make sure we can meet the needs of all the Area C properties. Aspens is part of the Area C Bond, which will build wells, tanks and some lines for the Aspens. Aspens will be responsible for all water infrastructure not paid for by the Bond. Those costs will be borne by Aspens, with the possibility of eventual participation by other developers in the area. JSSD has prepared preliminary engineering design of the water system, along with the required storage tanks, pump stations and other appurtenant improvements. All culinary water system components will be designed and built to meet JSSD and State Standards. Additionally, when completed, the entire culinary water system, and the water rights to service that system, will be owned and operated by JSSD.

Irrigation water: Aspens has reserved sufficient water rights to provide for irrigation of the proposed Phase I of their development. Irrigation water may come from wells, storage ponds, re-use or other sources.

Wastewater treatment: JSSD will own and operate the wastewater collection and treatment system that will service the Aspens project. The Area C Bond will pay for the engineering, design and construction of a wastewater collection system, and a wastewater treatment facility utilizing Xenon microfiltration technology. JSSD is in the process of designing that treatment plant, and securing necessary state approvals. As emergency back-up, JSSD will contract with HVSSD to provide treatment services on a temporary basis, if needed. Aspens will pay for necessary pump stations and appurtenant facilities on site in order to get the wastewater to the Bonded facilities. All wastewater collection and treatment facilities will be designed and constructed to meet or exceed JSSD and state standards. Additionally, all wastewater system facilities will be owned and operated by JSSD after their completion.

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

Sincerely,


Dan H. Matthews, manager
Jordanelle Special Service District

DHM/

WASATCH COUNTY SHERIFF'S OFFICE

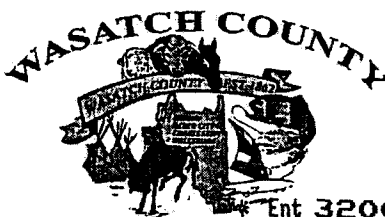
Ken Van Wagoner
1361 South Hwy. 40
Heber City, UT 84032
(435) 654-1098
(435) 657-3580 Fax

TO: Wasatch County Planning Office
FROM: Sheriff Ken Van Wagoner
DATE: April 19, 2006

RE: WILL-SERVE LETTER

Please accept this correspondence as our official declaration that the Wasatch County Sheriff's Office will serve **THE ASPENS AT JORDANELLE**. This development, as with any in Wasatch County, will receive all of the services we have to offer to all who are in Wasatch County. The Wasatch County Sheriff's Office will provide the same standard of law enforcement as we do all the residents of Wasatch County

COUNTY MANAGER
Michael K. Davis



COUNTY COUNCIL
Neil G. Anderton
Kipp Bangert
Kendall Crittenden
Val Draper
Steve Farrell
Michael L. Kohler
Jay Price

April 19, 2006

Re: Refuse collection service The Aspens at Jordanelle Subdivision.

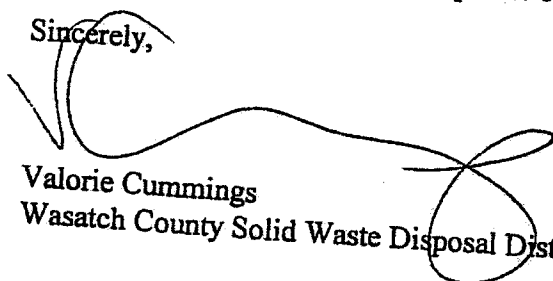
To Whom It May Concern:

Wasatch County Solid Waste Disposal District currently collects refuse along State Road 32 from Highway 40 to Noblets area. Service to the new subdivision, The Aspens at Jordanelle Subdivision will be available as front load containers placed at the entrance of the private areas of the subdivision and residential containers along public roads.

All residents of Wasatch County are required to have collection service. A setup fee must be paid at the time a building permit is issued.

If you have any further questions, please call (435) 654-1661 ext. 3275.

Sincerely,



Valorie Cummings
Wasatch County Solid Waste Disposal District

ASSESSOR
Glen C. Burgener

ATTORNEY
Thomas L. Low

CLERK/AUDITOR
Brent R. Titcomb

RECORDER
Elizabeth M. Palmier

SHERIFF
Ken Van Wagoner

SURVEYOR
James Kaiserman

TREASURER
Karolyn Watt-Kelly

JUSTICE COURT JUDGE
Michael Spanos



A PACIFICORP COMPANY

6280 N. SILVER CREEK DR. PO BOX 1508 PARK CITY, UTAH 84060

April 19, 2006
(435) 655-7813

Wasatch County
Community Development
Attn: Al Michelsen
25 North Main St.
Heber City, Utah 84032

Re: Availability of Utilities for The Aspens at Jordanell

This is to verify that PacifiCorp d.b.a. UTAH POWER:

- 1) Has sufficient capacity at the present time to provide, single and three phase power to the above titled development / project.
- 2) I will review the development plans, when they're submitted by:
Prime West, LLC. Developer(s).
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).

Sincerely,

A handwritten signature in black ink that reads "R. Duane Layton".

R. Duane Layton
Journeyman Estimator
(435) 655-7813

Cc: job file

Tyler Frisby @ LanDev Engineers, LLC,



0095 Bk 0940 Pg 0036

April 18, 2006

Mr. Tyler Frisby
P.O. Box 864
Heber City, Utah 84032

RE: Will Serve Letter

To whom it may concern:

This letter is to you that All West Communications is prepared to proceed with construction and provide telecommunications facilities and services to the following developments located within Wasatch County.

1. The Aspens

If you have any further questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Jack Walkenhorst'. The signature is written in a cursive, flowing style.

Jack Walkenhorst
All West Communications
VP/OSP & Engineering
435-783-4938
jwalk@allwest.net

Wasatch County School District

April 25, 2006

LanDev Engineers L.L.C.
P.O. Box 864
Heber City, UT 84032

District School Board
Helen Robinson, President
Claudia Bradshaw
Alan Bluth
Ann Marie Horner
Robert Salazar
Superintendent of Schools
Terry E. Shoemaker
Business Administrator
Keith Johansen


Dear Mr. Frisby:

I am responding to your request for a "will serve" letter for the development "The Aspens at Jordanelle", a future development located at the Jordanelle basin in Wasatch County. At this time, we are able to indicate that we will serve future residents of this area through our existing public school system. Transportation to schools for students from that area may be provided by Wasatch County School District as required under the rules and regulations of state law and school district policy. See the attached document "Requirements for Bus Route Approval" for guidelines and contact Transportation Supervisor, Kris Allen, at 435-654-0512 for further information.

We are aware that space for school sites is being considered by Wasatch County. If the sites come to fulfillment, we will be able to serve the needs of students in that area as growth requires.

Thank you for your notification on this project.

Sincerely,


Terry E. Shoemaker
Superintendent of Schools

Attachment

- C Helen Robinson, School Board President
- Kris Allen, School Transportation Supervisor

TALISMAN DEVELOPMENT AGREEMENT

Open Space for Phase I – 18 Hole Golf Course Layout

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT ("Easement"), made this 10th day of May, 2007, by and between the following:

PRIME WEST JORDANELLE, LLC, a Utah limited liability company located at 3940 E. Fairbrook Circle, Mesa, Arizona 85205, hereinafter referred to as "Grantor,"

and

WASATCH COUNTY, a political subdivision of the State of Utah, at 25 North Main Street, Heber City, Utah 84032, referred to as "Grantee."

RECITALS:

WHEREAS, Grantor (or Grantor's agent) has obtained authority to develop pursuant to a Plan in accordance with Wasatch County and State of Utah laws; and

WHEREAS, the Planning Commission or other approving authority approved Grantor's Plan conditioned upon a requirement that development occur in strict accordance with open space requirements of Wasatch County Code, Title 16 and/or the Planning Commission approved Grantor's Plan conditioned upon Grantor subjecting the property to be developed ("Property") or a portion of the property to be developed to an open space/conservation easement pursuant to the provisions of Wasatch County Code Title 16; and

WHEREAS, the location of this easement ("Easement") is as shown on Exhibit A (incorporated by reference into the terms of this Agreement); and

WHEREAS, the purpose of this Easement is to protect open space parcels shown on the Talisman Phase I Subdivision plat from any future subdivision or development for purposes other than golf course, recreational facilities, project amenities or other approved open space uses; and

WHEREAS, the Parties intend for the conditions and covenants contained in this Easement Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of the Property;

NOW, THEREFORE, the Grantor has executed this agreement for no monetary consideration but for the purpose of ensuring compliance with development standards imposed in accordance with Wasatch County law as a condition of development approval.

Grantor does hereby grant and convey unto Wasatch County, in perpetuity, an Easement on the Property of the size and location described in Exhibit A, and further described on the applicable record plat(s), of the nature and character described herein. This Easement constitutes a covenant real running with the title of the land, and is granted to preserve open space and green space and prohibit further development of said land. Grantor, its heirs, successors and assigns covenant to abide by the following restrictions within the Easement:

A. The foregoing recitals are agreed to and incorporated herein and shall be binding upon the parties.

B. Buildings, sheds, structures, roads or utilities necessary for the operation of a golf course may be constructed only upon written approval of the Planning Director.

C. Clubhouses, collateral amenities or other recreational amenities not approved as part of the development process will not be allowed. Construction of any roadway or private drive except for those approved as part of the development review process will not be allowed unless approved by the Planning Director

D. Should the land ever cease to be used as a golf course it must be re-vegetated with indigenous trees, shrubs, plants, and grasses and returned to its natural state as approved by the Planning Director and be maintained in such condition as natural open space.

E. Fences consistent with the purposes of the Easement may be erected only after written approval from the Planning Director.

F. The following activities may not occur at any time:

1.. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials except as approved for golf course construction or re-vegetation as approved by the Planning Director .

2. Industrial or commercial activities other than those related to the operation of golf course, recreational activities, or other project amenities.

3. Location of any component of a septic system.

4. Storage of manure or any other suit or animal by product other than materials used for the maintenance of golf course or other recreational activities.

5. Residential development.

G. No dumping of unsightly or offensive material, including trash, ashes, sawdust or grass clippings shall occur. Natural biodegradable materials may be allowed in a properly located, designed, managed and maintained compost pile, provided the activity does not damage adjacent trees. Upon prior written approval of the Planning Director, suitable heavy fill and other stabilization measures may be placed to control and prevent erosion, provided that the fill is covered by arable soil or humus and properly stabilized.

H. Unpaved or paved paths or trails consistent with the purposes of the Easement may be created only after written approval from the Planning Director.

I. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent development or and use of the land not in keeping with the intent of preserving open space and green space as set forth herein .

J. Grantor authorizes Wasatch County representatives to enter the Property and Easement at reasonable hours for the purpose of making periodic inspections to ascertain whether the Grantor, its heirs, successors or assigns have complied with the restrictions, conditions, and easements established herein. This Easement does not convey to the general public the right to enter the Property or Easement for any purpose. The Easement does not restrict or enlarge access to the general public in common open space held under community or homeowner

association control beyond any access rights created by applicable community or homeowner association covenants and by-laws.

K. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, mortgage, lease or other legal instrument by which any interest in the Property is conveyed.

L. No failure on the part of Wasatch County to enforce any covenant or provision herein shall waive the County's right to enforce any covenant within this agreement.

M. Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Agreement, Wasatch County shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time). Wasatch County also may seek injunctive or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, and Grantor agrees to pay for court costs and reasonable attorney fees if Wasatch County successfully seeks judicial relief.

N. All written notices required by this Agreement shall be sent to the Planning Director, Wasatch County Planning Department, 190 South Main, Heber City, Utah.

TO HAVE AND TO HOLD unto the Wasatch County, its successors and assigns forever, this Grant shall be binding upon the heirs, successors and assigns of the Grantor in perpetuity and shall constitute a covenant real running with the title of the Property.

IN WITNESS WHEREOF, the Grantor(s) has hereunto affixed his hand this 10th day of May, 2007.

PRIME WEST JORDANELLE, LLC.


By: Stephen F. Patterson

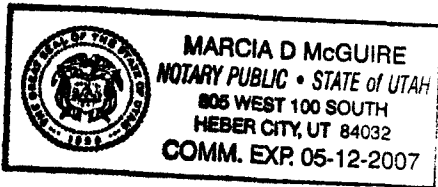
Title: Member

STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On the 10th day of May, 2007, personally appeared before me, a notary public, Stephen F. Patterson, the signer of the within and foregoing instrument, who duly acknowledged before me that he executed the same.



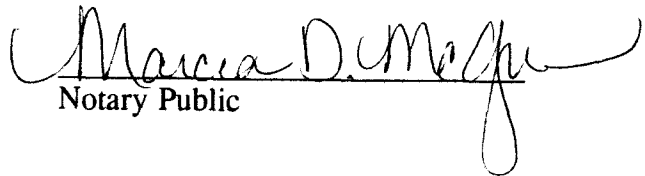

Notary Public

EXHIBIT A

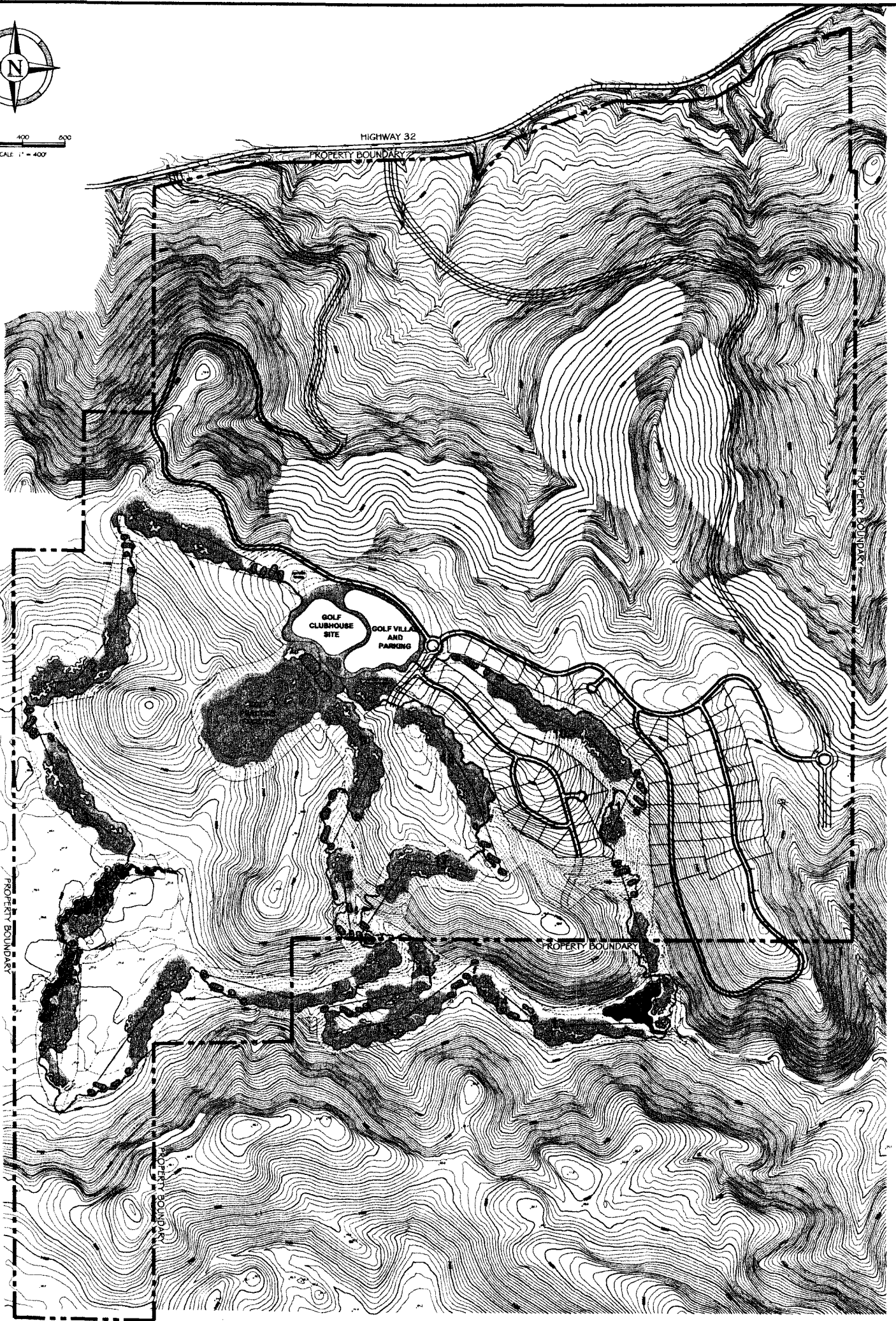
OPEN SPACE EASEMENT

A Tract of land located in located in Sections 2 and 11, Township 3 South, Range 5 East, Wasatch County, Utah, more particularly described as:

TRACT A – GOLF COURSE / OPEN SPACE, as identified on the Talisman Phase 1 Subdivision Final Plat, of record with the Wasatch County Recorder's Office, containing 25.14 acres more or less.



0 400 800
SCALE: 1" = 400'



JOB NO.
000
SHEET
1 OF 1

TALISMAN SITE PLAN

DESIGNED	SFP	INC.	DATE	REVISIONS
DRAWN	LJU			
CHECKED	SW			
DATE	06-21-08			
G.C.	SFP			

LandDev Engineers, LLC
Engineering • Surveying • Project Management

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