2019-168 PERM

£ 3209465 B 7403 P 2128-2177
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/06/2019 03:50 PM
FEE \$0.00 Pm: 50
DEP RT REC'D FOR SYRACUSE CITY COR
PORATION

After recording, please send to: Syracuse City Attn: City Recorder 1979 W. 1900 S. Syracuse, Utah 84075

12-105-0050,0051,0068

DEVELOPMENT AGREEMENT FOR EDGEWATER PARK (SYRACUSE CITY, DAVIS COUNTY, UTAH)

RECITALS:

- A. The Developer owns approximately 12.579 acres of property located at approximately 2950 South Bluff Road in Syracuse, Davis County, Utah, as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the "Property"). In connection with the subdivision plat approval of the Property, certain portions of the Property will be dedicated and conveyed to the City (the trail corridor running parallel with Bluff Road and the land under Bluff Road), which will reduce the developable acreage of the Property to approximately 11.13 acres.
- B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is zoned Planned Residential Development (PRD) Zone (the "PRD Zone").
- C. The Developer desires to develop a planned subdivision of fifty-one (51) single-family detached residential lots with certain common amenities (the "Project"), resulting in an average density of 4.5 residential units per developable acre.
- D. The purpose of the PRD Zone under the City Code is "to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City."
- E. Developer and City acknowledge that development in the PRD Zone requires a development plan and a development agreement specific to each area zoned as a PRD Zone.
- F. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) et seq., as amended, and the Syracuse City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations,

has elected to enter into this Agreement for the purpose of approving and regulating the development of the Project pursuant to the PRD Zone.

- G. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement comply with the requirements of the PRD Zone and provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.
- H. The City and Developer intend for this Agreement to provide Developer with vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

- Recitals: Definitions. The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.
- 2. <u>Effective Date</u>. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "<u>Effective Date</u>").
- Compliance with Current City Ordinances. Unless specifically addressed in this
 Agreement, the Developer agrees that the Project shall be developed in a manner that complies with
 applicable provisions of the City Code as they exist on the date of execution of this Agreement.
- 4. Zoning and Permitted Uses. Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as Exhibit B, the Preliminary Plat attached hereto as Exhibit C and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a 51-lot single family planned residential development. The Project may be developed and improved in two phases.
- Minimum Lot Standard. All lots designed for this Project meet or exceed the standards set forth in the City Code.
 - 5.1. <u>Density</u>. The lots in the Project represent a net density of approximately 4.5 units per developable acre which is less than the maximum permitted 6 units/acre standards set forth in the City Code and PRD Zone.

- 5.2. Common Space. The Project contains in excess of 23% of common spaces which are generally contiguous and meet all other applicable standards of the City Code and PRD Zone. The common spaces are shown on the Preliminary Plat attached hereto as Exhibit C and consist of Common Space Type A ("Common Space A") which is an area of undisturbed marginal wetlands and an upland area designated Common Space Type B ("Common Space B"). Common Space B will be landscaped to include trees, shrubs, turf and flowers and will be owned and maintained by an active home-owners association (the "HOA") It will also include the on-site stormwater detention basin shown on the Preliminary Plat attached hereto as Exhibit C. Common Space B will include a walking/biking trail connecting to the Syracuse-Emigrant Trail System and will be open to the public as shown on the Preliminary Plat. Common Space B will include a picnic pavilion and one (1) pickleball court (the "Common Amenities") and will be private to the residents and guests of the Project. Common Space A, Common Space B and the Common Amenities will be maintained by the HOA. A second (2nd) pickleball court will be constructed in Common Space B if and when said requirement arises pursuant to Section 8 below.
- 5.3. Common Space Development & Escrow Funds. The Developer and/or a subsequent Owner of the Project shall construct the Common Spaces and Common Amenities. It is anticipated that the Common Amenities will be constructed in Common Space B in Phase 2 of the development of the Project (assuming the Project is developed in two phases) and the costs of construction of the Common Amenities and landscaping will be divided into a per-lot share and the funds generated by the development of Phase 1 of the Project will be set aside into escrow to be released as the Common Amenities are constructed. These funds will be held in reserve until the Common Amenities are constructed. The preliminary budget for construction of the Common Amenities and the preliminary budget of the HOA are attached hereto as Exhibit D.
- 5.4. Layout; Circulation and Connectivity. The layout of the Project as shown in the Preliminary Plat attached hereto as Exhibit C is hereby approved by the City. All internal roads within the Project will be public roadways, which shall be constructed in accordance with applicable City Codes and regulations and such roadways will be dedicated to and maintained by the City.
- 5.5. Lot Dimensions (including width, front, side and rear yards). All lots (and lot dimensions) in the Project will be developed consistent with the Development Plan, the Preliminary Plat and the City Code.
- 5.6. <u>Building Height</u>. Homes built within the Project will be limited to a maximum of two stories and no more than 30 feet in height.
- 5.7. Architecture. All homes and buildings within the Project will meet the architectural standards of the City Code in the PRD Zone and shall be detached, single family structures. The architectural theme and elevations are attached to this Agreement as Exhibit F and are incorporated into this Agreement by reference, as the same may be reasonably modified by the home builder with the City's consent, which consent shall not be unreasonably withheld. The home elevations and drawings in Exhibit F are attached as concepts and

illustrative of themes only and may not comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements.

- Development Plan and Development Agreement. The Development Plan and this
 Agreement are in conformance with section 10.75.050 of the City Code.
 - 6.1. <u>Minimum Acres</u>. The Project is approximately 12.579 total acres and each Phase of the Project exceeds the minimum 4.5 acres requirement of the City Code. After dedicating the trail corridor along Bluff Road to the City or the United States of America Bureau of Reclamation/Layton Canal Co., as well as the Bluff Road land itself, the net developable acreage of the Project is approximately 11.13 acres.
 - 6.2. <u>Landscaping</u>. Common Space A will remain as undisturbed wetland with natural vegetation. Common Space B and the Common Amenities will be landscaped in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld.
 - 6.3. Wetlands. The Project shall be developed in compliance with the wetlands delineation and mitigation plans approved by the US Army Corps of Engineers. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the Homeowner's Association upon its establishment.
- 7. Homeowner Association. Prior to the sale of any lots, Developer shall create the HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld. The use and restrictions of Common Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.
- 8. Access to Project; Conditions for Second Pickleball Court. Access to the Project will be from Bluff Road. Developer shall obtain, prior to the final plat being recorded, any and all permits and/or easements that may be required from the U.S. Bureau of Reclamation for access and connection to Bluff Road. A temporary secondary emergency access connection to Bluff Road is planned to be constructed where depicted in the Preliminary Plat attached as Exhibit C. Before a certificate of occupancy will be issued for the 31st home constructed in the Project, either (i) said temporary secondary emergency access road must be constructed, or (ii) an alternative secondary access road is established (such as, for example, through the adjacent project that is planned for future development). If an alternative secondary access road is constructed at or prior to the date on which a certificate of occupancy is issued for the 31st home constructed in this Project, then the temporary secondary emergency access road will not be constructed. In such event, in lieu of constructing the

temporary secondary emergency access road, a second pickleball court must be constructed and installed (with 2 additional parking stalls for the same) near the first pickleball court in Common Space B. If, however, the planned temporary secondary emergency access connection to Bluff Road is constructed in the Project, the second pickleball court will not be required. Furthermore, if the temporary emergency access connection to Bluff Road is constructed, and no alternative permanent secondary access connection for the Project is constructed within two (2) years following the issuance of a certificate of occupancy for the 31st home built in the Project, then the temporary access road shall be paved and converted to a permanent secondary access road for the Project.

Onsite Improvement.

- 9.1. At the time of the final plat recordation for the Project, the Developer (and/or any subsequent owner of the Project) shall be responsible for the installation and dedication to the City of all onsite water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld.
- 9.2. The existing trail running parallel with Bluff Road shall be preserved, as shown on the Development Plan. The trail shall be dedicated to the City as a separate parcel and any damage to the trail due to construction activity shall be repaired by the Developer. At points of intersection between the trail and new right-of-way, the trail's alteration or re-alignment shall be the responsibility of the Developer, and the trail will be required to meet Americans with Disabilities Act slopes. At points of intersection, the trail shall also be marked with paint and signage as it crosses the road. During construction, the trail shall remain open for traffic and use of the public to the maximum extent possible.
- 9.3. Basements shall not be constructed without the installation of land drains servicing those homes.
- 9.4. No more than 15 lots may be serviced off a single culinary or secondary water feed. Culinary and secondary waterlines must be looped to provide two separate points of connection.
- 9.5. Bluff Road improvements. The Developer shall be responsible for the installation of one-half road-width improvements of Bluff Road where the Property fronts Bluff Road, using a sixty-six foot right of way cross-section found in Syracuse City's standard specifications and requirements. The finished pavement width shall be fifty (50) feet from top back of curb to top back of curb. Due to the trail running parallel to the road, however, the Developer shall not be required to include the sidewalk or park strip portions of the cross-section; the improvements need not extend beyond the curb. The expansion of Bluff Road on the Developer's frontage shall thereafter have sufficient width to accommodate safe turning movements to and from the Development. Developer shall dedicate to the city all Bluff Road right of way land and improvements located within the Property at the time of final plat recordation.

9.6. An on-site storm water detention basin will be constructed by Developer as shown in the Preliminary Plat attached hereto as Exhibit C. The offsite drainage pipe and related infrastructure will be installed as shown on Exhibit E attached hereto. Prior to final recordation of the plat for the Project, Developer shall obtain an acceptable arrangement with all necessary parties concerning those easements necessary for the construction and connection to the storm water drainage pipe(s) and a cost-sharing agreement regarding the subject improvements. The on-site storm water detention basin shall be owned by the Homeowner's Association, which shall have responsibility for landscaping and maintenance of the basin.

10. Offsite Improvement - Storm and Sewer Drainage and Storm Water Detention Basin.

- 10.1. A perpetual 20' wide utility easement shall be dedicated to the City for all utilities located outside of public right-of-way.
- 10.2. The storm drain and sewer drain improvements will be constructed in accordance with City requirements and will be dedicated to the City as public improvements in accordance with the applicable provisions of the City Code.
- 10.3. All utilities crossing the future West Davis Corridor shall be installed in a casing and shall be properly designed to prevent settling during construction of the West Davis Corridor.
- Developer has spent significant time, resources and expense working with the US Army Corps of Engineers to obtain an acceptable wetlands delineation and mitigation plan for the Project. The City acknowledges that the developer has asserted that the wetlands problems were caused, in part, by the City's stormwater discharge onto the Property for many years. The Developer acknowledges that the City has asserted that stormwater historically drained to the site for many years without objection from previous property owners, and that remediation of the discharge was undertaken when objection was raised in Spring of 2019. The Developer and City wish to avoid costly and lengthy litigation concerning the City's discharge of stormwater onto the Property and have agreed that upon (i) the full execution and approval of this Agreement, and (ii) recordation of the final plat(s) of the Project, Developer will execute a General Release of Claims in favor of the City full and forever releasing all claims and causes of action against the City relating to or arising out of the asserted unlawful trespass of stormwater onto the Property, which General Release of Claims will be delivered to the City after the final plat of the Project has been approved and recorded.
- 12. Water Share Contribution. In connection with the development of the Project, upon (i) the full execution and approval of this Agreement, and (ii) recordation of the final plat(s) of the Project, Developer will transfer to the City 33 ½ water shares of Class "A" stock in the Layton Canal Company in accordance with Syracuse Municipal Code § 8.10.090.
- 13. <u>Vested Rights</u>. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition

to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the effective date of this Agreement.

- 14. System Improvements; Unlawful Exactions. Developer reserves the right to seek reimbursement for the reasonable costs of "system improvements" (as defined under Utah law) installed and paid for by Developer under the direction of the City that are not otherwise addressed in this Agreement. Developer also reserves the right to contest any "unlawful exactions" that the City may attempt to impose on the Project, as the term "unlawful exactions" is defined under Utah law.
- 15. <u>Assignment.</u> Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.
- 16. <u>Integration</u>. This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- 17. <u>Severability</u>. If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. Notices.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Monterey Properties, LLC Attn: Alan Prince 6915 South 900 East Midvale, UT 84047

With a Copy to:

Paxton Guymon, Esq. York Howell & Guymon 10610 South Jordan Gateway #200 South Jordan, Utah 84095 Email: Paxton@yorkhowell.com

To the City:

Syracuse City Attorney 1979 West 1900 South Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager 1979 West 1900 South Syracuse, UT 84075

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

19. Amendment.

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of this Agreement shall require the prior approval of the City Council, and must be recorded in the Davis County Recorder's Office to be effective.

General Terms and Conditions.

20.1. <u>Termination of Agreement</u>. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

20.2. Multiple Owners; Successors and Assigns.

 a. <u>Multiple Owners</u>. Different portions of the Property may be owned by different persons or entities now or in the future ("<u>Owners</u>"). At the time each phase is developed, the Owner(s) of each such phase shall be responsible for satisfying all requirements applicable to such phase (including, without limitation, the requirements of this Agreement and the City Code), and the owner(s) of other portions of the Project shall not be held responsible for satisfying such requirements.

- b. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.
- 20.3. <u>Default & Remedies</u>. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief, specific performance and monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.
- 20.4. Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.
- 20.5. <u>Referendum or Challenge</u>. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such a case, this Agreement is void at inception.

- 20.6. Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.
- 20.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.
- 20.8. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

(Remainder of page is intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

		MONTEREX PROPERTIES LLC By: Its: Pa; Un Date: 10 - 18 - 2019
STATE OF UTAH)	
	: SS.	
COUNTY OF DAVIS)	
On this 1812 day		_, October, 2019, personally appeared before me
Klan Prince	, ti	ne authorized W LA MANAGU, whose
identity is personally know	vn to me, or proven o	n the basis of satisfactory evidence, to be the person
who executed the Develop	ment Agreement on	ehalf of said company and who duly acknowledged
to me that he/she executed	the same for the pur	poses therein stated.

Notary Pub

STATE OF UTAH NOTARY PUBLIC

Attest:

Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH

COMMISSION #700465
MY COMMISSION EXPIRES:
05-16-2022

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Approved as to Form:

COUNTY OF DAVIS

Paul H. Roberts City Attorney

EXHIBIT A

Description of the Property/Project

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°44'21" WEST BETWEEN THE CENTER AND THE WEST QUARTER OF SAID SECTION, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89°44'21" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 222.70 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°44'21" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 520.50 FEET; THENCE NORTH 00°23'35" EAST 1247.51 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BLUFF ROAD; THENCE SOUTH 52°36'34" EAST ALONG SAID LINE A DISTANCE OF 654.64 FEET; THENCE SOUTH 00°33'01" WEST 852.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 12,579 ACRES, MORE OR LESS 51 LOTS

EXHIBIT B

Development Plan

EDGEWATER PARF

PRD Zone

Bluff Drive - Syracuse, Utah

Japanese Flowering Ulac Spring Snow Crabapple Village Graen Zelcova Sterling Silver Linden Common Hackberry Cockspur Hawthorn Colorado Spruce Bosnian Pine Limber Pine Zekova serrata Village Greeni Tilia tomentosa 'Sterling Saver' Malus x. 'Spring Snow' Crataegus crus-galli Cellis occidentalis Syringa reticulata Pinus heldreichii Picea pungens

Pinus flexilis

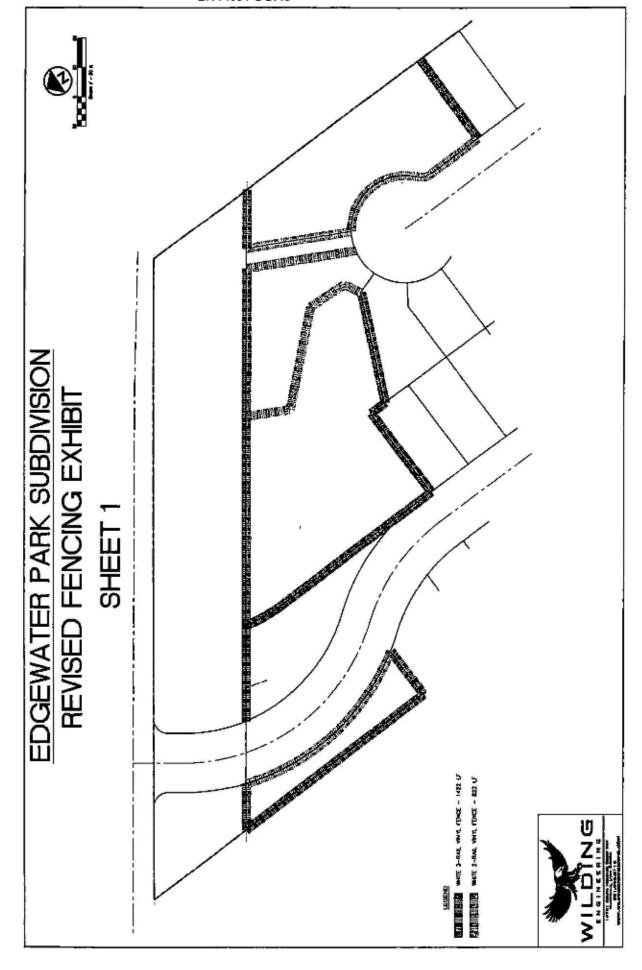
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Plant List (TREES)

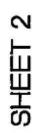
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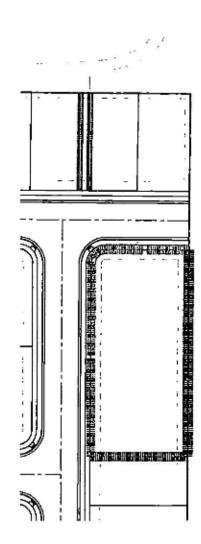






EDGEWATER PARK SUBDIVISION REVISED FENCING EXHIBIT





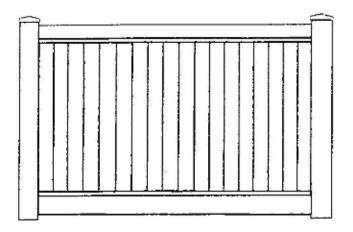


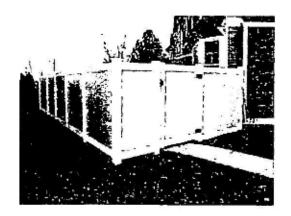


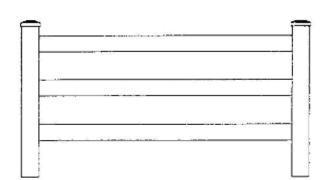
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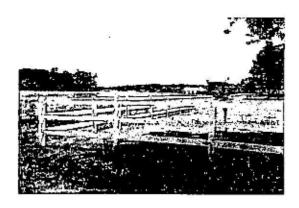


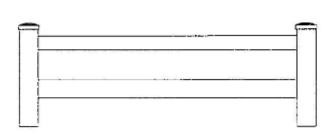
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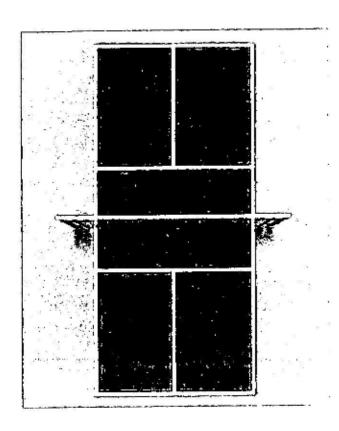


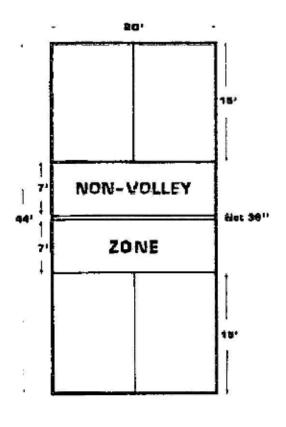




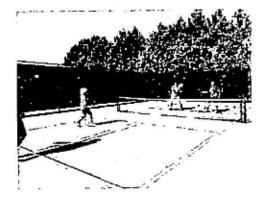


Pickleball Court











Colors, patients, and elevations may be exchanged or changed by the builder who purchases these tots. If any styres or colors are significantly different than those that have been presented and registered with those documents as part of the approval process, said request-for-change must be approved by Syracuse City.

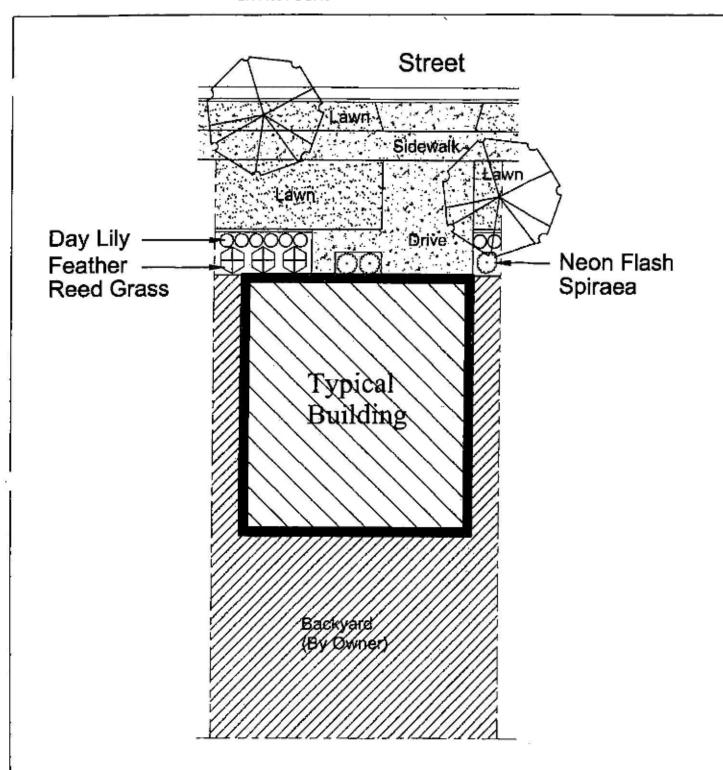


RULES AND RESTRICTIONS

- Meet Syracuse City height restrictions (no more than 30 feet tall)
- 2. No home to be more than 2 stories in height
- 3. All homes are for single family ownership. No multi-family occupancy of any given home
- 4. All homes to comply with Syracuse City Masonry (brick or stone fascia) requirements".
- 5. No home with less then a single-car garage. Double garages highly encouraged
- All homes are required to have Front Yard Landscaping (to include front-yard sod, two 2"-caliper trees, and a minimum of 5 one-gallon shrubs installed at time of closing, or escrowed with City for completion of same once weather permits).
- 7. No homes with less than 1000' area of square space. (Finished Living Area)

Colors, patterns, and elevations may be exchanged or changed by the builder who purchases these lots. If any styles or colors are significantly different than those that have been presented and registered with these documents as part of the approval process, said request-for-change must be approved by Syracuse City.

IMPORTANT NOTE: While every effort was made to color match the samples, the colors represented in the color collections and design are approximations only. The colors displayed must be made from actual product applied by the applicator under actual job conditions to ensure color.

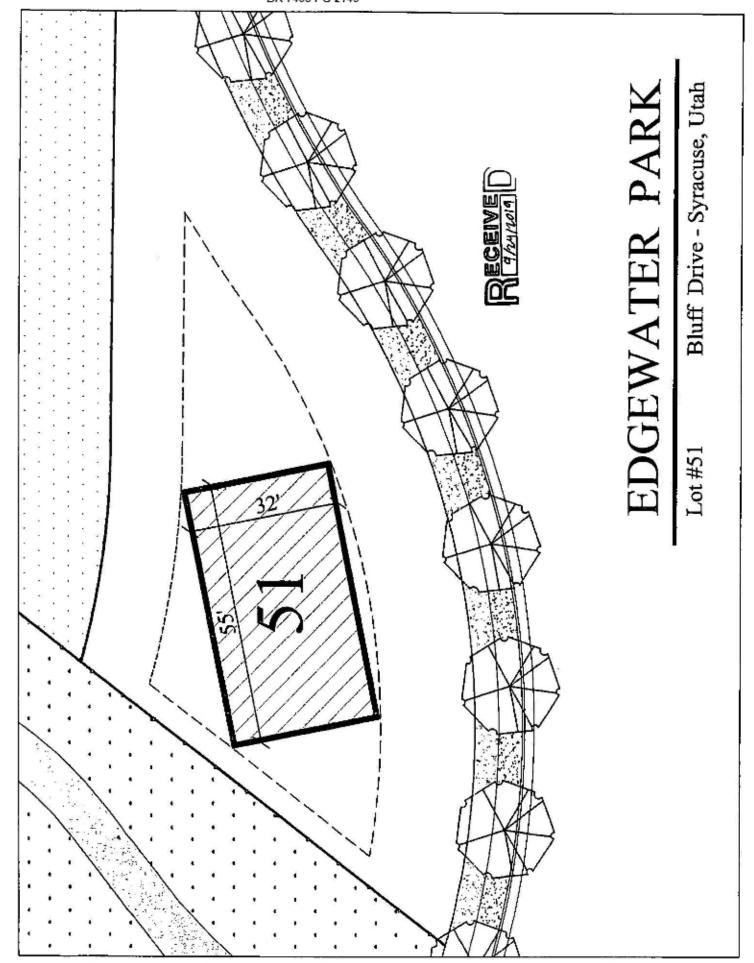


Typical Building Planting / Layout

EDGEWATER PARK

PRD Zone

Bluff Drive - Syracuse, Utah



RECEIVE

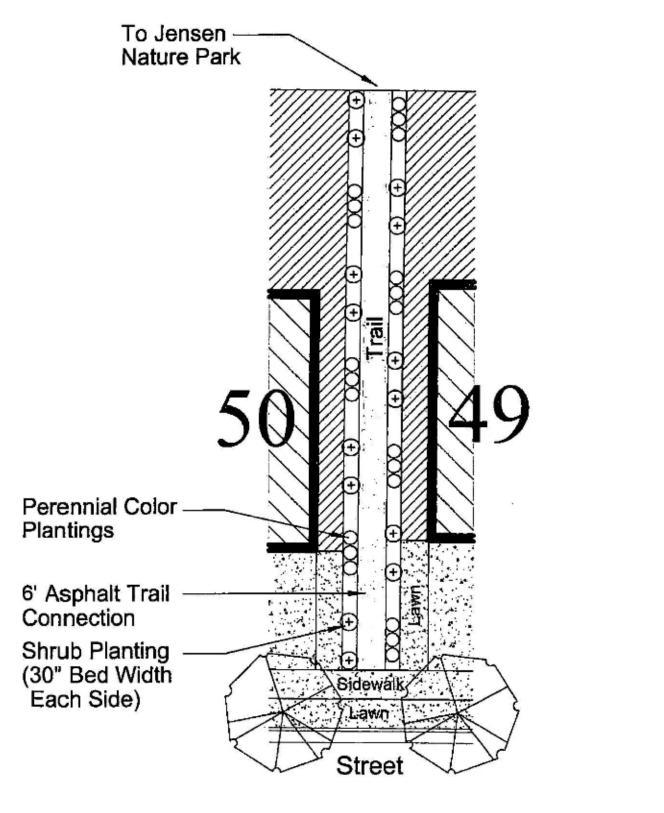
EDGEWATER PARK Lot #3 Bluff Drive - Syracuse, Utah

Lot#3



EDGEWATER PARK Lot #1 Bluff Drive - Syracuse, Utah

Lot #1



Trail Connection
To Jensen Park

EDGEWATER PARK

PRD Zone

Bluff Drive - Syracuse, Utah

EXHIBIT C

Preliminary Plat

3209465 BK 7403 PG 2154 SURVEYOR'S CENTIFICATE

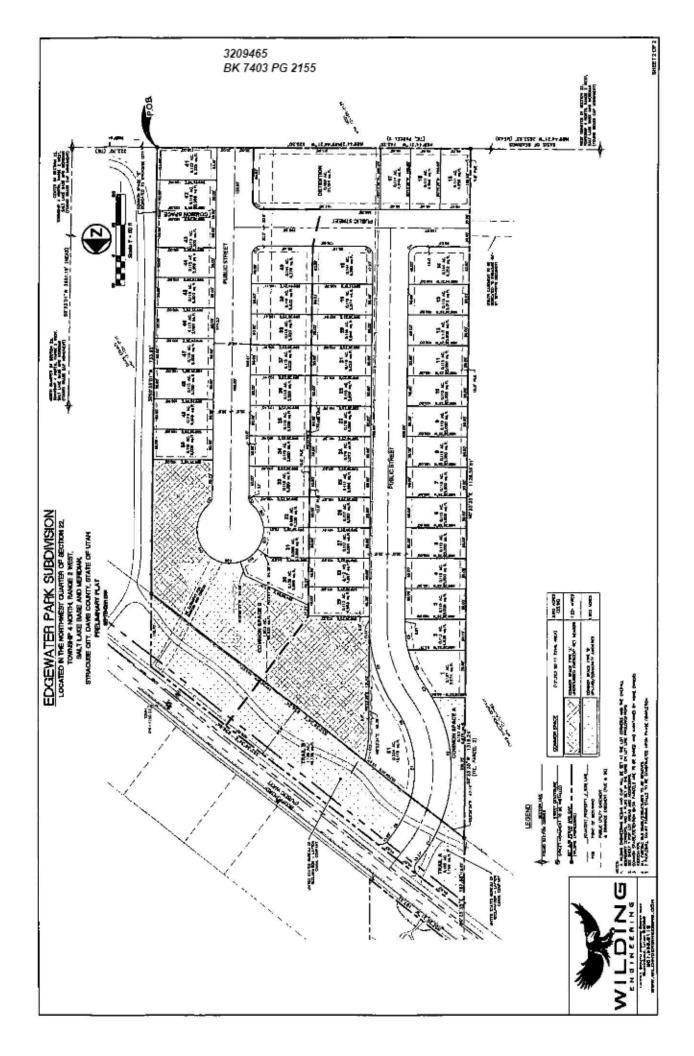
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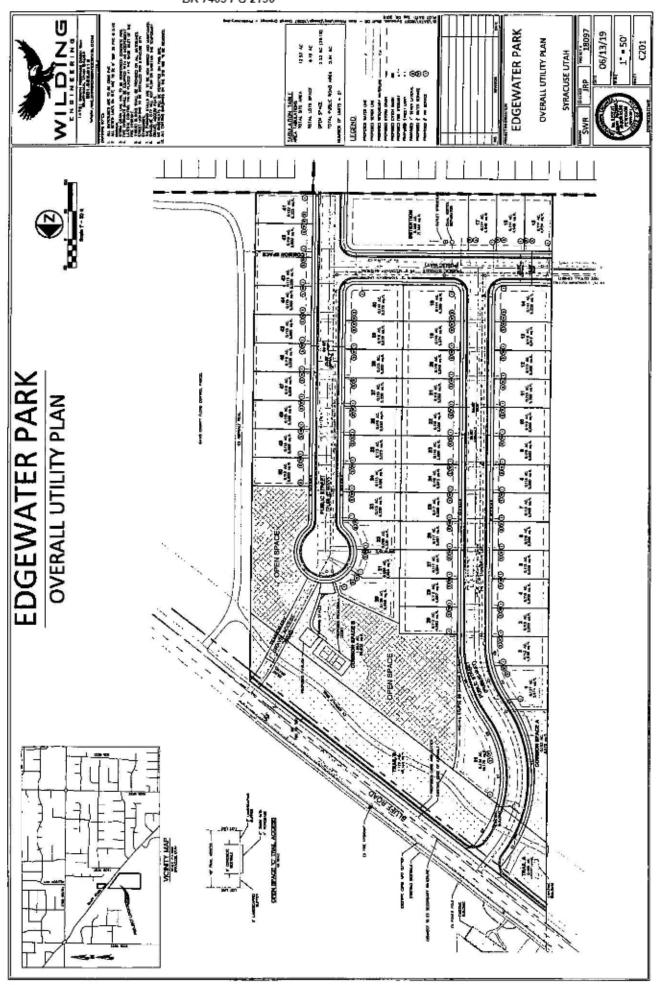
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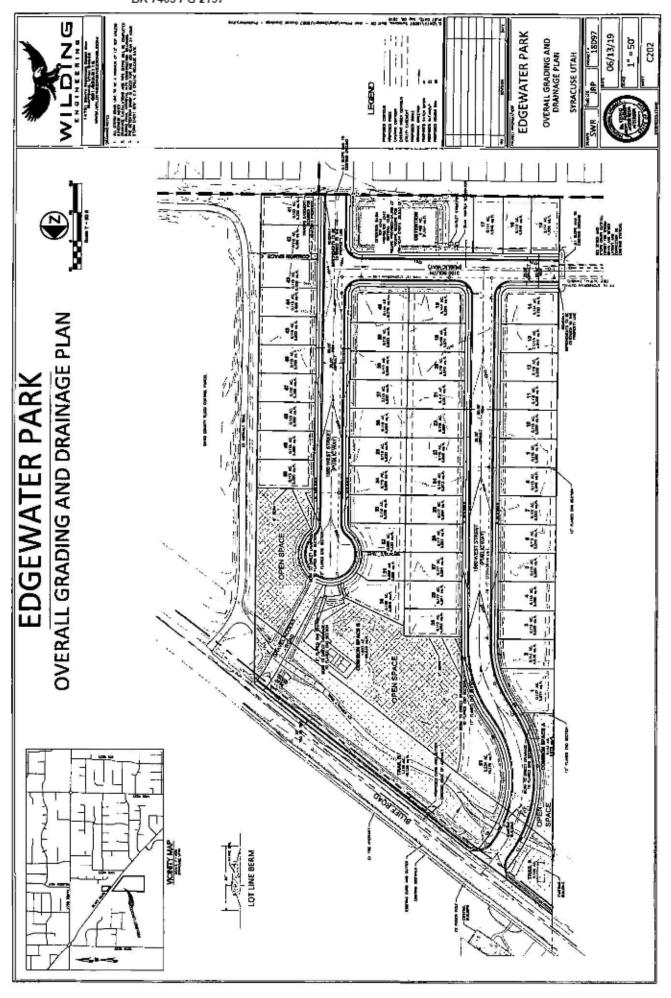
THE PARTY OF THE PARTY.

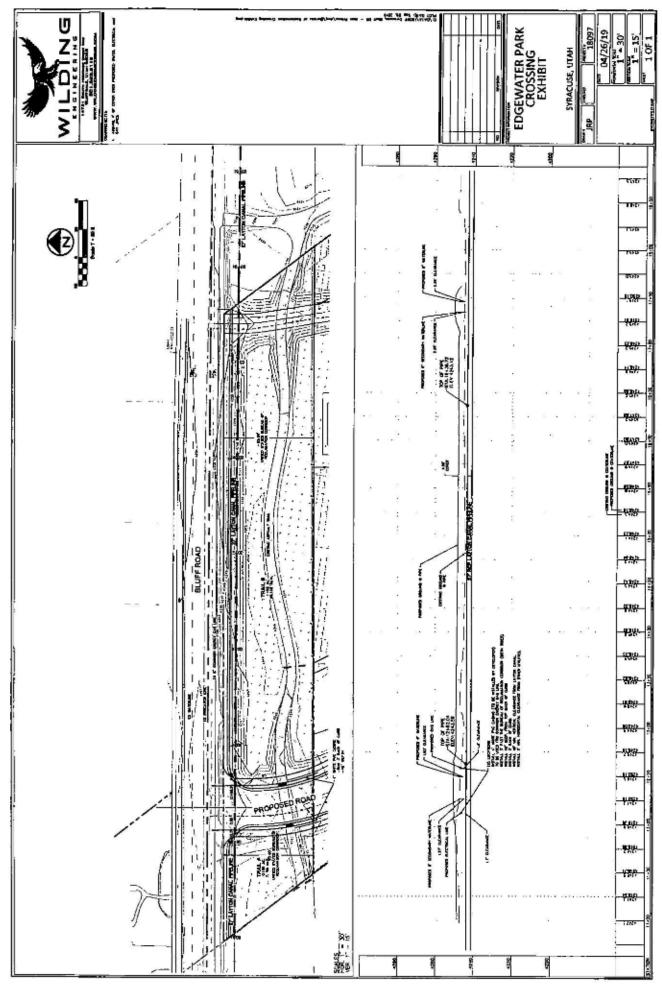
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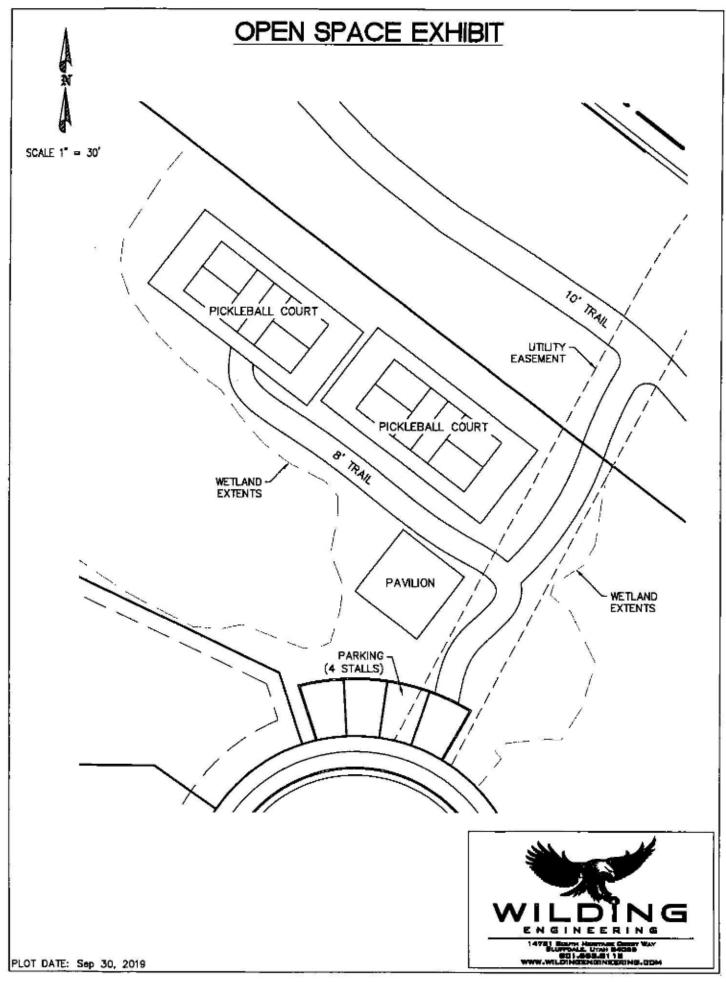


EXHIBIT D

Budgets

EDGEWATER PARK SUBDIVISION

PROPOSED HOA BUDGET/MONTHLY ASSESSMENT

(All Facilities to be installed by Developer at no cost to HOA)

Pickleball Courts (Maintenance, Lights, Equipment Replacement, etc)	\$100mo.	\$1,200Yr.
Landscape Upkeep (Weeding, Cutting, Fertilizing, Flower/Tree Replacements) (30 Week Season)	\$100wk.	\$3,000Yr.
Liability Insurance	\$250mo.	\$3,000Yr.
Management (Accounting, Billing, Collections, Legal)	\$200mo.	\$2,400Yr.
Pavilion (Lights, Maintenance)	\$ 25mo.	\$ 300Yr.
Path (Snow Removal, Repair)	\$ 25mo.	\$ 300Yr.
Reserve	\$175mo.	\$2,100Yr.
Total Monthly HOA Fee/Home		\$12,300Yr. \$ 18.00Mo.

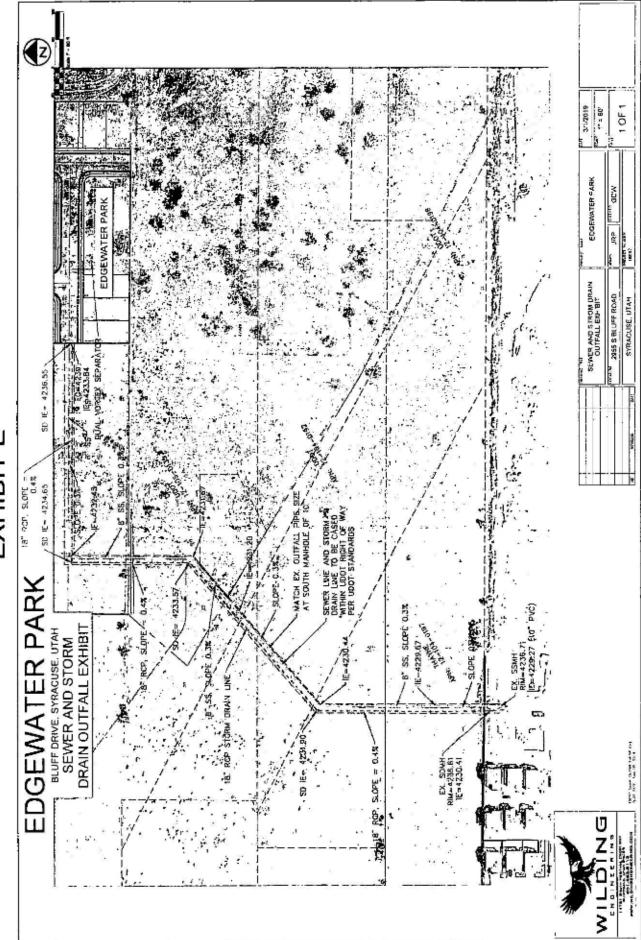
EDGEWATER PARK SUBDIVISION <u>BUDGET-TO-CONSTRUCT COMMON-AREA HOA</u> <u>FACILITIES</u>

2 Pickleball Courts/Lighting (includes net, balls, rackets, etc)	\$55,000.00
Connecting Asphalt Path	\$ 7,500.00
Pavillion (includes wiring)	\$30,000.00
Landscaping/Sprinklers	\$22,500.00
Fencing (2-rail Wetland Separation Fencing)	\$10,000.00
TOTAL	\$125,000.00

Per Lot Share (if escrowed/Phasing) \$ 2,200.00

EXHIBIT E

Off-Site Improvement Easement Map



XHIBIT

EXHIBIT F

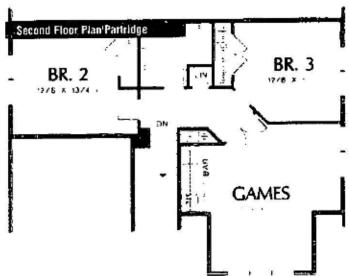
Architectural Theme and Elevations



Partridge5903

EXTERIOR STYLES: Craftsman European Traditional





SS-4"

KITCHEN MASTER

KITCHEN MASTER

CARACE

LIMING

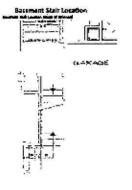
JOINING

JOINING

40"

TOTAL SO, FT.: 2,239
1ST FLOOR SO, FT.: 1,378
2ND FLOOR SO, FT.: 853
BEDROOMS: 3
BATHROOMS: 2.1

GARAGE 2 STORIES 2 MAIN CEILING HEIGHT: Varies FRAMING: 2x6 ROOF FRAMING: Truss ROOF PITCH: Primary, 10/12 WIDTH 40' 0' HEIGHT: 28-10" DEPTH, 65-4"

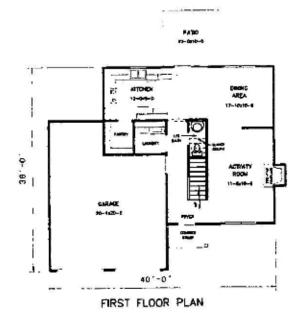


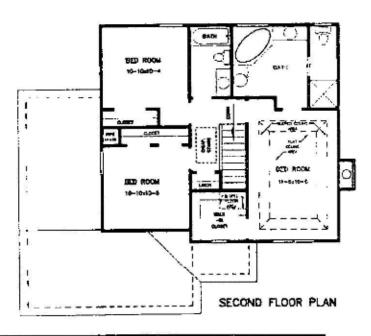


Robin7739

EXTERIOR STYLES: Craftsman Traditional







TOTAL SQ. FT.: 1,558 1ST FLOOR SQ. FT.: 716 2ND FLOOR SQ. FT.: 837 9EDHOOMS: 3 BATHROOMS: 2.7 GARAGE: 2

STORIES: 2 MAIN CEILING HEIGHT: 8' UPPER CEILING HEIGHT: 8' FRAMING: 2x4 ROOF FRAMING: Sick ROOF PITCH, Primary: 10/12 Secondary, 3/12 WIDTH: 40' 0" HEIGHT: 30' 0" DEPTH: 35' 0" EXTERIOR STYLES: Country

Traditional

UNMEATED LIVING SPACE. Garaga: 480 Perch: 29 Pago: 100

Colors, patterns, and elevations may be exchanged or changed by the builder who purchases these lots. If any styles or colors are significantly different them those that have been presented and registered with these documents as part of the approval process, said request-for-change must be approved by Syracuse City.

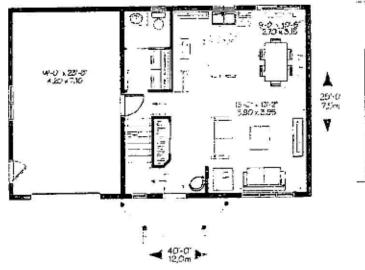
3209465 BK 7403 PG 2168

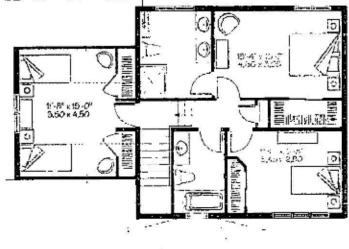


LARK9839

EXTERIOR STYLES: Craftsman Traditional







1014L SO FT, 1455 151 FT OOM SO FT 539 2ND FT 008 SO FT 639 BEORGOMS, 1 BATERROOMS 2 7 GARAGE 1 STORIES, 2 MAIN CEILING HEIGHT 8 UPPER CEILING HÜGHT 8 FRAMING 24E

FRAMING 255 ROOF FROM Protesty 775 Poten 15/12 WIDTH 40 m HEIGHT 26 1

DEPTH 25 0" EXTERIOR STYLES COLLEGE COURTY Larm House Lake

UNPEATED LIVERS SPACE Garage: 357

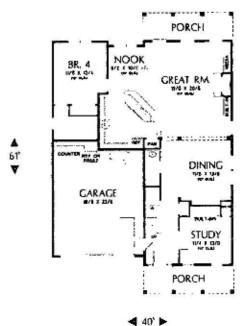
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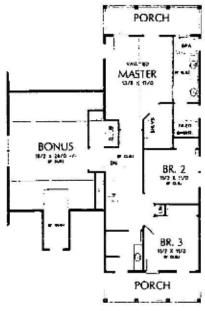


HERRING4064

EXTERIOR STYLES: Craftsman Traditional







CTAL SQ. FT.: 2,400 1ST FLOOR SQ. FT.: 1,433 2ND FLOOR SQ. FT.: 967 BONUS: 491 BEDROOMS: 4 BATHROOMS: 3 1 GARAGE: 2 STORIES: 2 MAIN CEILING HEIGHT: 10' UPPER CEILING HEIGHT: Vari

UPPER CEILING HEIGHT: Varies' FRAMING, 2x6 ROOF FRAMING: Truss ROOF PITCH: Primary: 10/12 Secondary: 8/12 Dormer: 10/12 WIDTH: 40' 0' HEIGH1: 29' 6'

DEPTH: 61" 0"

EXTERIOR STYLES: Southern Traditional UNHEATED LIVING SPACE: Garage: 480 Porch: 240 Deck: 240

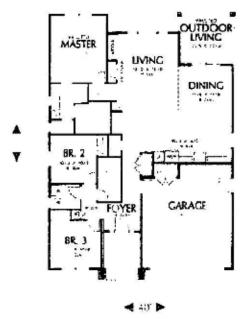
13 4 1 6 1 4



SANDHILL3086

EXTERIOR STYLES: Craftsman Traditional





TOTAL SO, FT.: 1,529 1ST FLOOR SC, FT.: 1,529 BEDROOMS: 3 BATHROOMS: 2 O GARAGE: 2

STORIES, 4

MAIN CEILING HEIGHT: Varies' UPPER CEILING HEIGHT: 1 FRAMING, 2x6 BOOK FRAMING, Truss

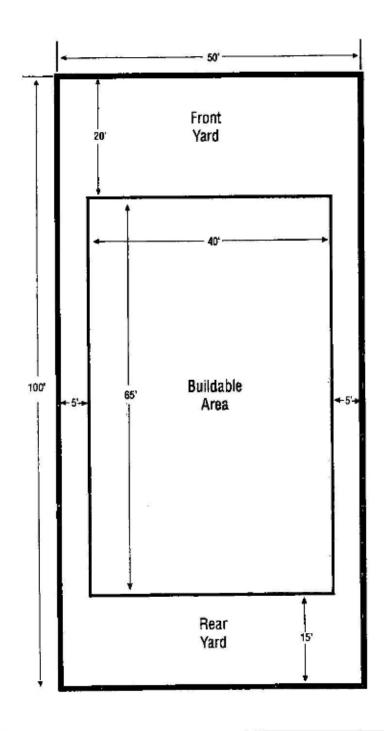
ROOF FRAMING, Truss ROOF PITCH; Primary; 6/12 Gable: 8/12 WIDTH: 40' 0"
HEIGHT: 25' 5'
DEPTH: 57' 0"
EYTERSOR STYLES, COURSE

EXTERIOR STYLES: Collage Craftsman Ranch UNHEATED LIVING SPACE: Garage: 419

Gavage: 419 Patio: 127

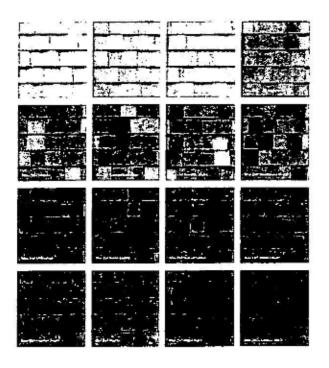


TYPICAL BUILDING LOT

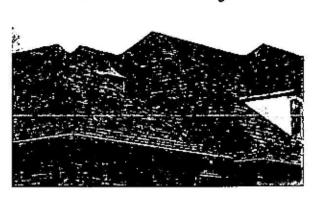




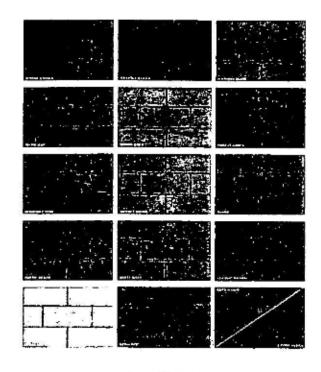
SHINGLES



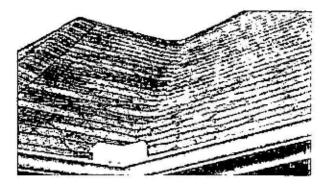
Arc architectural Shingles

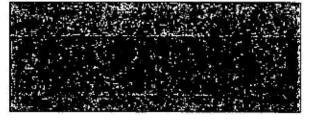






3 - Tab Shingles

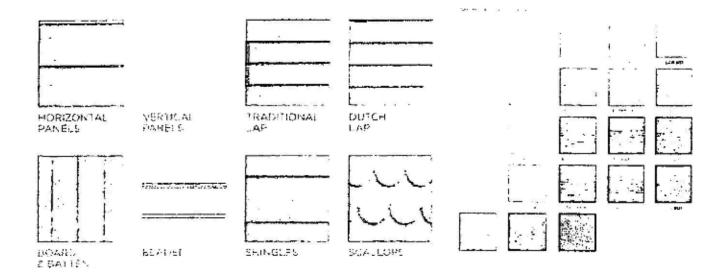




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HARDIE BOARD



Hardie Board Plank, Panel, Batten and Shingle Colors and Samples

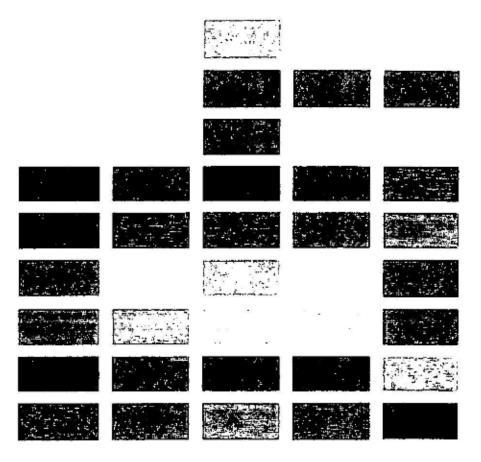




3209465 BK 7403 PG 2174



SIDING, RAIN GUTTERS AND EVES



Different samples of eves, rain gutter colors and siding.

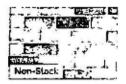


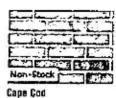


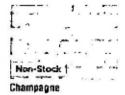


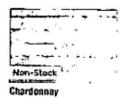


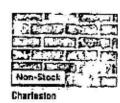
BRICK



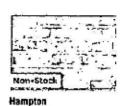


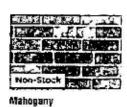




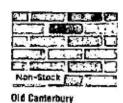


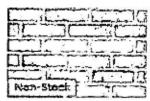


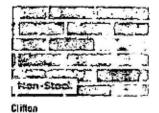


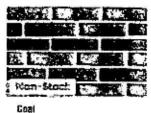


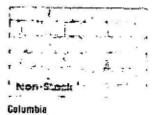




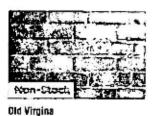


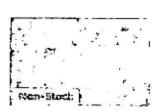










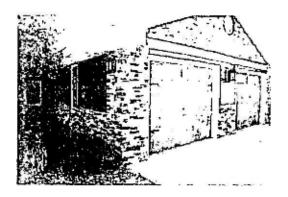




virgina

Ponderous

Samples of brick and Hardie board





3209465 BK 7403 PG 2176

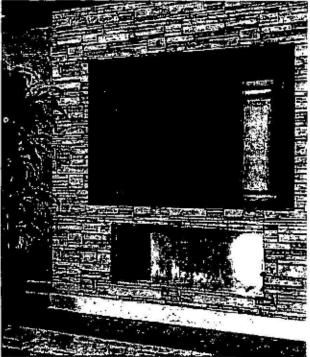


ROCK AND STONE







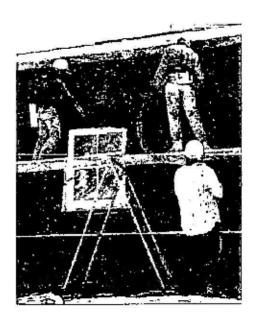




STUCCO COLOR

102 Brite White 310 China White 106 Pearl
103 Natural White 115 Beach 112 Sand
104 Dover Sky 107 Sunset Yellow 117 Color
131 Gull Gray 109 Eggshell Cream 142 Speci

	T	1
106 Pearl Ash	139 Adobe Accent	110 Van Dyke
112 Sandlewood Beige	133 Driftwood	114 Mauve
117 Colonial Tan	109 Manor Whita	116 Victorian Lace
142 Spectrum Brown	105 Suede	132 Mountain Fog





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