

RIVER MEADOWS RANCH DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 16th day of NOVEMBER, 2007, by and between WENTWORTH DEVELOPMENT, LLC, 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 17-27-101, et seq., and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer has a legal interest in certain real property consisting of approximately 80 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 as a Residential Subdivision consisting of Thirty-Nine (39) Equivalent Residential Units or lots (hereinafter referred to as "ERUs"), together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as River Meadows Ranch and 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 Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate significant environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) provide for the preservation of substantial permanent open space; (5) make provision for trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services appropriate to the development of the Property are provided; (8) provide

affordable housing; (9) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; and (10) otherwise achieve the goals and purposes of the County and Developer.

- 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).
- 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 September 14, 2006, following a duly noticed public hearing, the County Legislative Body granted final approval to Developer, subject to Developer entering into this Agreement.
- 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. No easements, maintenance requirements, or other agreements intended to run with the land shall expire.

Section 2. DEFINITIONS

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

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

"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.

"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 River Meadows Ranch 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 lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

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

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

(a) ***Generally.*** The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) ***Conditions to Current Approvals.*** Developer shall comply with all of the following Conditions to Current Approvals:

- (1) ***Compliance With Conditions Imposed By County:*** Developer agrees to comply with any and all conditions imposed by the 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 | North Village Special Service District |
| Irrigation Water | NA |
| Trash Removal | Wasatch County Solid Waste Special Service District |
| Sanitary Sewer | Midway Sanitation District |

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 |
| Trails | Concurrent with phase I |
| | |

Developer shall construct the 8-foot asphalt public trail adjacent to River Road. The estimated time of completion is late summer 2008. The guidelines provided in Title 16 for trail construction will be followed.

(9) **Maintenance of Open Space and Trails:** Developer has granted to the County an open space easement shown on the attached Exhibit D as common area and incorporated by reference herein. Developer has also reserved certain portions of the Project as public trails detailed in the Landscape Plan attached hereto as Exhibit E and incorporated by reference herein. Developer shall be responsible to maintain the open space and public 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. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the open space and public 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.

(10) **Detention pond maintenance:** All detention ponds shall be transferred to the HOA. Maintenance will be in accordance with the following requirements listed below. The owner/HOA remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. These obligations regarding Detention pond maintenance set forth below shall be transferred by written agreement to the Home Owners' Association upon acceptance of completion.

The retention/detention pond is to be landscaped and irrigated. All improvements are to be installed by the developer. The developer shall provide the HOA a copy of the requirements listed below so the HOA is aware of the responsibilities associated with maintenance of the detention pond.

The HOA is prohibited from making any alteration or changes to said basin without the written permission of Wasatch County. Wasatch County is hereby granted an easement for access and any necessary operations across the basin area.

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 (unless approved by the County). 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 mosquitoes and reduce the storage volume of the pond.
- Do not place yard waste such as leaves, grass clippings or brush in ponds.

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. In the event Developer/Home Owners' Association fails to maintain the detention ponds, 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.

Covenants, Conditions and Restrictions, Architectural Design

Guidelines and Landscape Plan: Developer will cause to be recorded in the office of the Wasatch County Recorder certain Covenants, Conditions and Restrictions (CCR's) along with Architecture Design Guidelines that

will govern future development and activity in River Meadows Ranch. A copy of the CCR's and Architecture Design Guidelines will be provided to the Wasatch County Planning Office. Developer has also submitted to the County and agrees to be bound by the Landscape Plan attached hereto as Exhibit E and incorporated by reference herein.

- (11) Lots (22-31) are considered to be ridgeline lots. The Planning Commission granted final approval using the 2007 Title 16 (16.27.21) ordinance regarding ridgelines. The identified ridgeline lots are on a ridgeline as viewed from an area that is not a designated as a viewing platform.

Developer and County have decided on the following in an effort to minimize ridgeline intrusions. Developer shall record a deed with the following information against all lots designated as ridgeline lots (lots 22-31). All lots in the development shall comply with items a-g. Ridgeline lots (lots 22-31) shall comply with items a-k. Item l shall only apply to lots 27, 28 and 31.

- a. Earth tone color schemes are required.
- b. Medium pitches of 8:12 to 12:12 are required on primary roofs.
- c. Use of natural materials is encouraged.
- d. Non-reflective roofs and colors are required.
- e. No up lighting. All lighting shall be dark sky compliant.
- f. Building masses shall step down or up the hill following the natural topography.
- g. Both landscape and irrigation plans are required at building permit.
- h. Landscape plan for ridgeline lots shall buffer any ridgeline issues with evergreen trees (6' minimum) strategically placed to conceal structures. Developer shall hold in escrow monies for a maximum of 15 trees per lot the purchase of said trees and trees shall be located in the field prior to occupancy. Developer agrees that tree location will be determined by the County who will determine the best place to buffer the ridgeline impacts.
- i. Ridgeline lots (lots 22-31) shall be limited to 28' from finished or natural grade whichever is less to the ridge of the roof.
- j. At building permit all lots designated as ridgeline lots shall provide renderings showing final grading, color boards showing all colors including roofing and a detailed landscape plan.

- k. Structures on lots 22-31 shall avoid large unbroken walls and shall use roof lines that follow the natural contours.
- l. Lots 27, 28, 31 shall be as close to the west property line as allowed by code.

For greater detail on Architectural Guidelines, refer to the River Meadows Ranch Covenants, Conditions and Restrictions.

The County in its sole discretion shall determine which items listed above, if not required by ordinance, will be enforced.

m. 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 16.27.18 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.

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

1. **Road Maintenance:** The roads in the Project shall be public roads. After the roads have been constructed in accordance with County standards and the County has accepted them, the roads shall be Class B roads and shall be placed on the County Class B road map. The County shall maintain the roads, providing the same level of service provided to other Class B roads in the County. The priority and method of maintenance shall be determined in the sole discretion of the County.
2. **Snow Removal:** The County shall provide snow-removal on the public roads in the Project. The County shall provide the same level of service provided to other Class B roads in the County. The priority and method of snow-removal shall be determined in the sole discretion of the County.

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.

(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

(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.

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. When the developer transfers Developer's maintenance obligations to the Home Owners' Association, Developer shall do so by written transfer agreement approved by the County. Obligations may not be transferred until the following obligations are met:

1. Improvements are installed and accepted by the County.
2. The Home Owners Association is fully operational and capable of maintaining transferred maintenance obligations.

Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer's Contractor 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.

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.

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:

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:

Gentry W. Jensen
President
Wentworth Development, LLC
10714 South Jordan Gateway, Suite 100
South Jordan, UT 84095

With Copies to:

Todd Godfrey
Mazuran & Hayes
2118 E 3900 S
Holladay, UT 84124-1775

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

**Exhibit D - River Meadows Ranch Community Plat Showing
Common Areas**

Exhibit E - Landscape Plan/Trail plan/Lighting Plan

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.

Wentworth Development, L.L.C.

By: Gentry W. Jensen

Spencer H. Hess

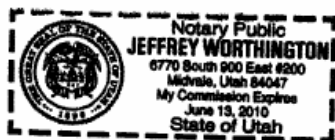
Gentry W. Jensen
Gentry W. Jensen, Manager

Spencer H. Hess
Spencer H. Hess, Manager

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake : ss

On this 14 day of Nov, in the year of 2007, before me, a notary public, personally appeared Gentry W. Jensen and Spencer H. Hess personally known by me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as Managers.



Notary Public Signature [Signature]
My Commission Expires _____

EXHIBIT A

RIVER MEADOWS RANCH DEVELOPMENT AGREEMENT

[Legal Description of Property]

Exhibit A
Legal Description of Property

BEGINNING AT A POINT NORTH 123.98 FEET AND WEST 71.90 FEET FROM A WASATCH COUNTY SURVEY MONUMENT SET IN 1976 AS THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING CALLED "THE FORMER SECTION CORNER" PER RECORD OF SURVEY PREPARED BY LORD ENGINEERING, DATED JULY 3, 1989, AND ON FILE WITH THE OFFICE OF THE WASATCH COUNTY SURVEYOR AS OWC-034-013-4-0035, AND POINT ALSO BEING MONUMENTED WITH A WASATCH COUNTY SURVEYOR ALUMINUM CAP AND PIPE, AND STAMPED AS THE SOUTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 00°00'33" WEST 190.17 FEET; THENCE SOUTH 65°29'51" WEST 507.92 FEET; THENCE SOUTH 41°28'14" WEST 398.40 FEET; THENCE SOUTH 27°50'10" WEST 1264.23 FEET TO AN OLD WIRE FENCE LINE; THENCE NORTHWESTERLY ALONG SAID OLD WIRE FENCE LINE THE FOLLOWING (8) COURSES: (1) NORTH 00°24'00" WEST 163.54 FEET, (2) NORTH 00°25'25" EAST 198.22 FEET, (3) NORTH 00°33'10" WEST 92.12 FEET, (4) NORTH 00°15'47" EAST 280.21 FEET, (5) NORTH 00°40'15" WEST 151.63 FEET, (6) NORTH 00°00'27" WEST 109.35 FEET, (7) NORTH 00°10'22" WEST 123.09 FEET, (8) NORTH 03°15'49" WEST 41.74 FEET; THENCE NORTH 397.89 FEET; THENCE NORTH 22°40'46" EAST 60.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 693.61 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°40'36" A DISTANCE OF 105.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 81°19'05" A DISTANCE OF 35.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'33" A DISTANCE OF 196.00 FEET; THENCE NORTH 39°52'49" EAST 137.21 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°53'40" A DISTANCE OF 10.68 FEET; THENCE NORTH 44°46'29" EAST 85.13 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 44°46'27" A DISTANCE OF 58.61 FEET; THENCE NORTH 00°00'02" EAST 186.94 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 60°11'34" A DISTANCE OF 131.32 FEET; THENCE NORTH 452.48 FEET; THENCE WEST 295.09 FEET; THENCE NORTH 00°15'36" WEST 1567.90 FEET; THENCE EAST 924.00 FEET; THENCE SOUTH 16°21'00" WEST 487.70 FEET; THENCE SOUTH 11°03'00" EAST 727.50 FEET; THENCE SOUTH 35°19'30" EAST 417.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73°19'34" A DISTANCE OF 159.97 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 190.00 RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°14'18" A DISTANCE OF 83.69 FEET; THENCE SOUTH 63°14'10" WEST 167.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°21'54" A DISTANCE 18.80 FEET; THENCE SOUTH 40°20'30" WEST 31.07 FEET; THENCE SOUTH 12°50'30" WEST 97.05 FEET; THENCE SOUTH 25°55' 00" WEST 230.41 FEET; THENCE SOUTH 22°07'00" EAST 68.48 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RIVER ROAD ; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING (3) COURSES: (1) NORTH 57°39'00" EAST 356.79 FEET TO A POINT ON THE ARC OF 533.73 FOOT NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 32°20'59" WEST), (2) NORTHEASTERLY ALONG THE ARC OF SAID 533.73 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 22°17'27" A DISTANCE OF 207.64 FEET, (3) NORTH 35°21'30" EAST 108.99 FEET TO THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE SOUTH 00°00'33" WEST ALONG SAID EASTERLY LINE 862.35 FEET TO THE POINT OF BEGINNING.

RIVER MEADOWS RANCH DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

WASATCH COUNTY HOUSING AUTHORITY

475 North Main Street • Heber City, UT 84032

June 26, 2007

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

RE: River Meadows Ranch

To Whom It May Concern:

On behalf of the Wasatch County Housing Authority, I am writing to confirm the receipt of payment of fees-in-lieu received to satisfy the Affordable Housing requirement of River Meadows Ranch.

The payment of \$109,200 was received on Tuesday, June 26, 2007. This payment has been applied to 3.9 Affordable Housing ERUs (based on 39 ERUs approved within the development), leaving no remaining balance due. Based on the current requirements, River Meadows Ranch has satisfied the Affordable Housing requirement in full.

If you have any questions, please contact me at 435.671.7257 (cell), or by email at wasatchcountyhousing@hotmail.com.

Sincerely,



Jennifer Kohler
Acting Director
Wasatch Housing Authority

RIVER MEADOWS RANCH DEVELOPMENT AGREEMENT

[Will Serve Letters]

Wasatch County School District

District School Board

Helen Robinson, President
Claudia Bradshaw
Alan Blorb
Ann Marie Horner
Robert Salazar

Superintendent of Schools

Terry E. Shoemaker

Business Administrator

Keith Johansen

August 12, 2005

River Meadows Ranch Development
D. Ray Hult Properties, LC
3200 N. River Road
Midway, UT 84049

By fax to 801-887-7494 and U.S. Mail

Dear Mr. Hult:

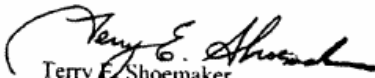
We are responding to your request for a "will serve" letter for the development "River Meadows Ranch", a future development located off River Road in Midway, Utah. At this time, we are able to indicate that we will serve future residents of this area through our existing public school system. Transportation to schools for students from that area will be provided by Wasatch County School District as required under state law and school district policy.

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.

We are attaching "Requirements for Bus Route Approval" for your information.

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

WASATCH COUNTY SCHOOL DISTRICT

101 East 200 North, Heber City, UT 84032 www.wasatch.edu 435-654-0280 Fax: 435-654-4714

• **REQUIREMENTS FOR BUS ROUTE APPROVAL**

Transportation will be over routes proposed by the local boards of education and approved by the State Office of Education. These routes shall traverse the most direct public route. Utah Department of Transportation approves all railroad crossings. The following is some criteria used in approving bus routes.

1. The minimum number of regular students that is necessary before a route can be established is 10. This is a guaranteed 10 riders each day.
2. Buses will be routed the most efficient way, the minimum distance between stops should be .3 of a mile in safe areas assigned by the school district.
3. Students will be expected to walk to bus stops up to one and one-half mile from their home.
4. Whenever a bus route is extended to pick up additional children, the extra cost and time will be analyzed. Routes generally will not be approved if payment of equitable transportation allowances or subsistence allowances will accomplish the needed transportation at lower cost. The route shall be reasonably cost-effective to other feasible alternatives.
5. A bus route may follow only public roads that are constructed and maintained at such standards that the condition of the road will not subject the passengers or the bus to undue hazards and will not subject the school district or any of its employees to liability for injury or property damage.
6. It is the practice of the school district to follow the Standards for Utah School Buses and Operations as established by the State Office of Education.

CORPORATE

07/12/2006 13:01 8819877494

Jul 12 2006 1:59PM Wasatch County Public Wor (435) 654-4820

P. 1

COUNTY MANAGER
Michael K. Davis



COUNTY COUNCIL
Neil G. Anderson
Kop Bengner
Kandell Christensen
Val Dreppar
Shawn Farnell
Michael L. Kohler
Jay Price

May 4, 2005

Re: Refuse collection service.

To Whom It May Concern:

Wasatch County Solid Waste Disposal District currently collects refuse along River Road from Highway 40 to Highway 113 (Midway Main Street). Refuse collection service to the new River Meadows Ranch Project at approximately 3200 North River Road will be available. Garbage containers will be collected from the public right-of-way.

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.

Sincerely,

Valorie Cummings
Wasatch County Solid Waste Disposal District

ASSESSOR
Gene C. Burgey

ATTORNEY
Thomas L. Lee

CLERK/AUDITOR
Brent R. Titcomb

RECORDER
Elizabeth M. Palmer

SHERIFF
Ken Van Wageningen

SURVEYOR
Arthur Knecht

TREASURER
Kerilyn Wolf-Kelly

JUSTICE COURT JUDGE
Michael Spence

HORROCKS ENGINEERS
728 West 100 South #2
Heber City, Utah 84032
Telephone (435) 654-2226
Fax (435) 657-1160



May 24, 2005

Wasatch County
25 North Main
Heber, Utah 84032

Subject: Midway Sanitation District Service to River Meadows Ranch Subdivision

To Whom It May Concern:

Horrocks Engineers on behalf of Midway Sanitation District has researched the proposed River Meadows Ranch Subdivision owned by Ray Hult. The property is located in the East 1/2 Section of Section 24 and the East 1/2 Section of Section 13, Township 3 South, Range 4 East, SLB&M. The majority of this property is within the Midway Sanitation District (District) boundary.

The proposed subdivision has a sewer main in close proximity, therefore, contingent upon the area outside of the District being successfully annexed into the District and all of the District requirements are met the proposed River Meadows Ranch Subdivision can be serviced by the District.

Please contact our office with any questions or comments.

Sincerely,
HORROCKS ENGINEERS

Scott Kettle, P.E.
District Engineer

cc: Midway Sanitation District
file

North Village Special Service District

55 South 500 East
Heber City, Utah 84032
(435) 657-3244
(435) 654-0394 fax

September 8, 2006

Doug Smith
Wasatch County Planning Dept.
188 South Main
Heber, Utah 84032

RE: Ray Hult subdivision - secondary irrigation water.

Dear Doug:

The Board of North Village Special Service District met last night to discuss the Ray Hult subdivision. The decision was made that the culinary and irrigation water system for Mr. Hult's project will become a part of the NVSSD system, and will be owned and operated by NVSSD.

The Board also agreed to allow Mr. Hult to provide outside watering for each lot via the NVSSD water line. There will not be a separate secondary irrigation system. Mr. Hult will transfer sufficient water rights to allow for deliver of the irrigation water through the NVSSD system.

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

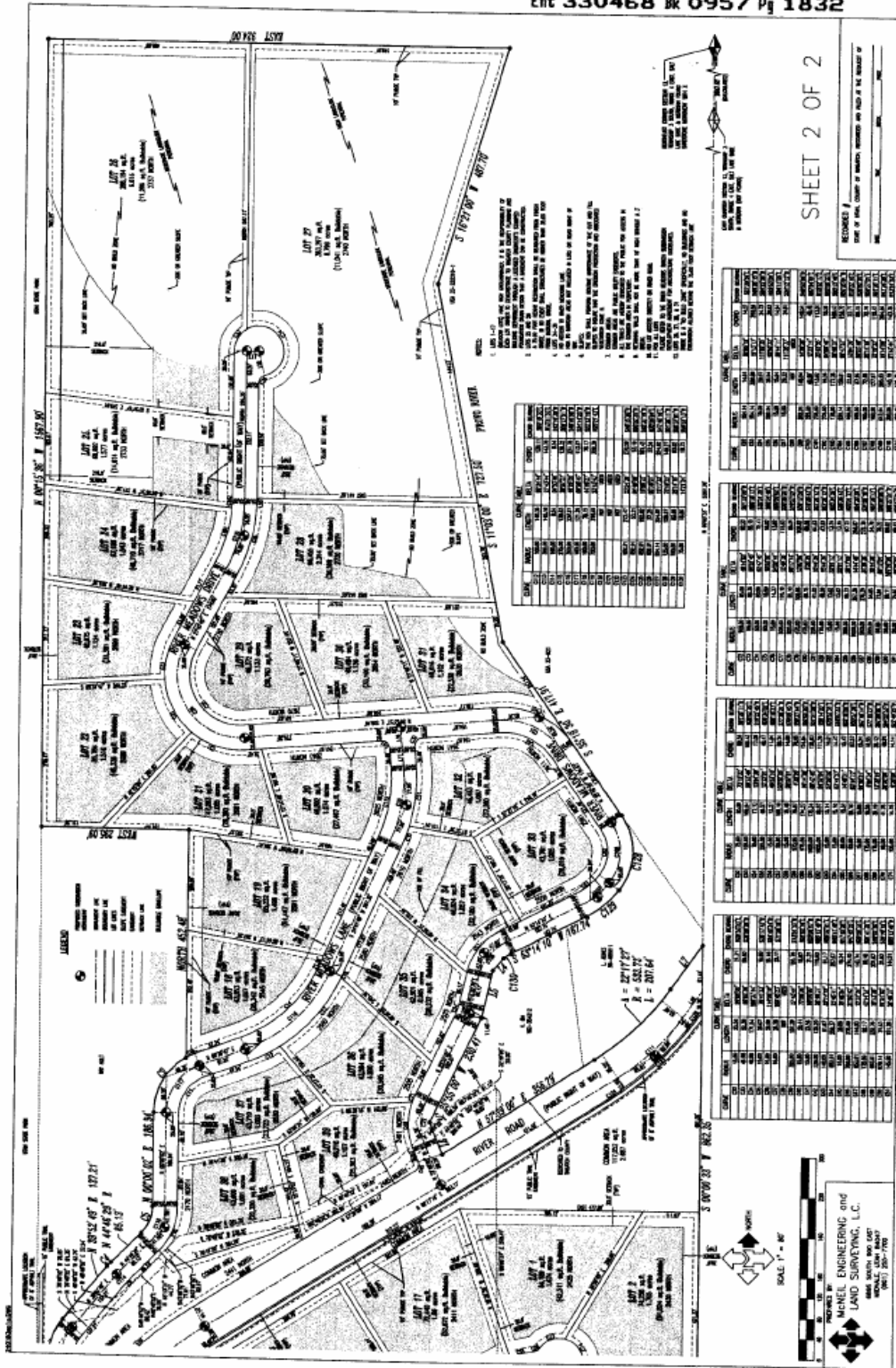
Sincerely,



Dan Mathews, manager
NVSSD

RIVER MEADOWS RANCH DEVELOPMENT AGREEMENT

[River Meadows Ranch Community Plat Showing Common Areas]



SHEET 2 OF 2

REVISIONS:
 DATE: _____
 BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

| LOT NO. | AREA (SQ. FT.) | AREA (AC.) |
|---------|----------------|------------|
| 1 | 1,234 | 0.028 |
| 2 | 1,567 | 0.036 |
| 3 | 1,890 | 0.043 |
| 4 | 2,123 | 0.049 |
| 5 | 2,456 | 0.056 |
| 6 | 2,789 | 0.064 |
| 7 | 3,123 | 0.072 |
| 8 | 3,456 | 0.079 |
| 9 | 3,789 | 0.087 |
| 10 | 4,123 | 0.095 |
| 11 | 4,456 | 0.103 |
| 12 | 4,789 | 0.111 |
| 13 | 5,123 | 0.119 |
| 14 | 5,456 | 0.127 |
| 15 | 5,789 | 0.135 |
| 16 | 6,123 | 0.143 |
| 17 | 6,456 | 0.151 |
| 18 | 6,789 | 0.159 |
| 19 | 7,123 | 0.167 |
| 20 | 7,456 | 0.175 |
| 21 | 7,789 | 0.183 |
| 22 | 8,123 | 0.191 |
| 23 | 8,456 | 0.199 |
| 24 | 8,789 | 0.207 |
| 25 | 9,123 | 0.215 |
| 26 | 9,456 | 0.223 |
| 27 | 9,789 | 0.231 |
| 28 | 10,123 | 0.239 |
| 29 | 10,456 | 0.247 |
| 30 | 10,789 | 0.255 |
| 31 | 11,123 | 0.263 |

| LOT NO. | AREA (SQ. FT.) | AREA (AC.) |
|---------|----------------|------------|
| 1 | 1,234 | 0.028 |
| 2 | 1,567 | 0.036 |
| 3 | 1,890 | 0.043 |
| 4 | 2,123 | 0.049 |
| 5 | 2,456 | 0.056 |
| 6 | 2,789 | 0.064 |
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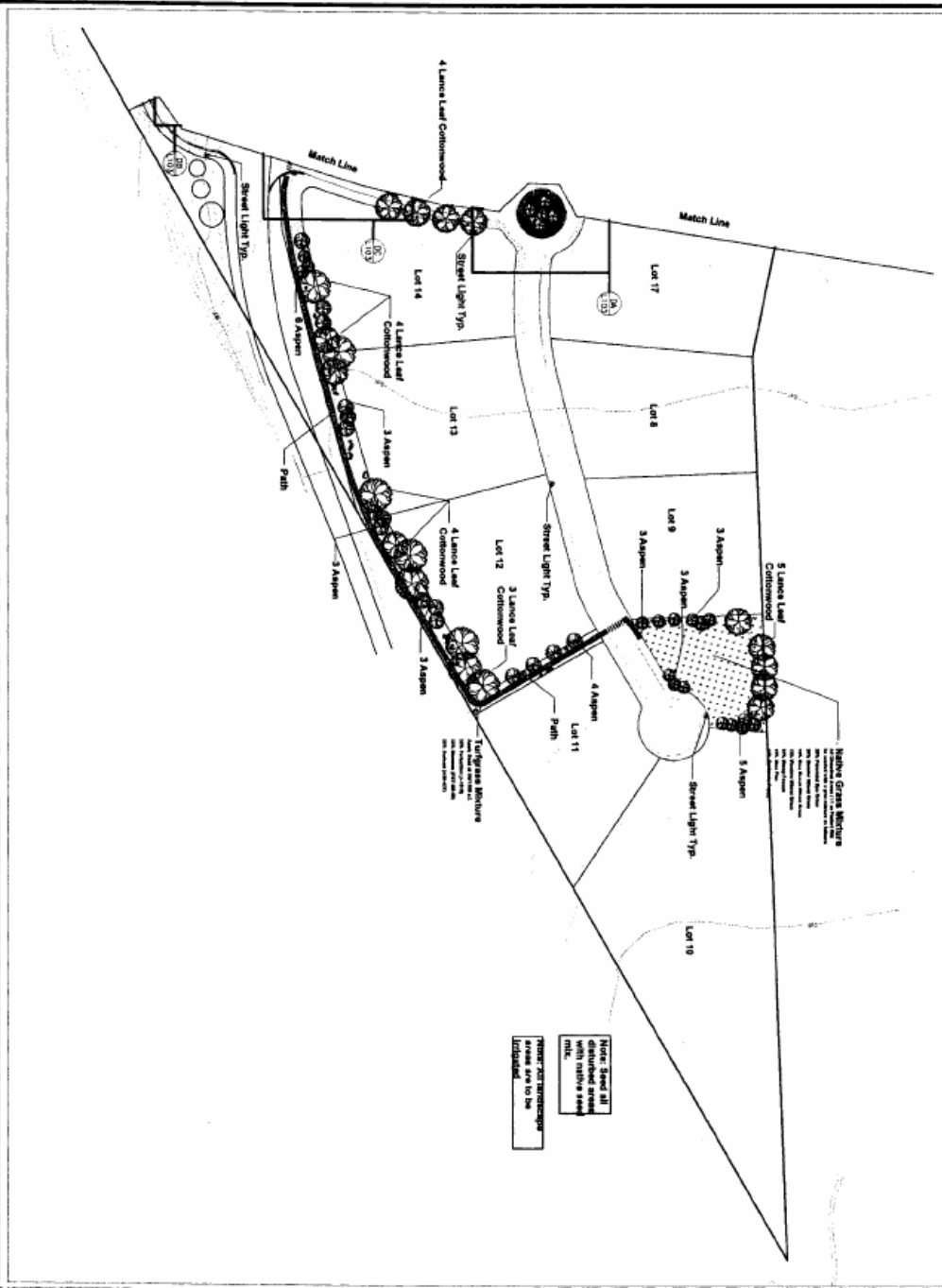
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| 29 | 10,456 | 0.247 |
| 30 | 10,789 | 0.255 |
| 31 | 11,123 | 0.263 |

SCALE: 1" = 40'

ROBERT W. ENGINEERING and
 LAND SURVEYING, L.C.
 1000 W. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33606
 (813) 281-7700

RIVER MEADOWS RANCH DEVELOPMENT AGREEMENT

[Landscape Plan]



Note: Seed all disturbed areas with native grass seed.
 Note: For plant quantities, refer to page L-103.
 Note: All quantities are to be installed.

Legend

- Lance Leaf Cotoneaster
 - Colorado Blue Spruce
 - Colorado Green Spruce
 - Aspen
 - Amelanchier
 - Aspen
 - Landscape Boulder
 - Street Light (See Detail D on Sheet L-103)
- Note: For plant quantities, refer to page L-103.

Detail A
 Street Light
 FOR AGENCY AND CLIENT REVIEW ONLY
 NOT FOR CONSTRUCTION



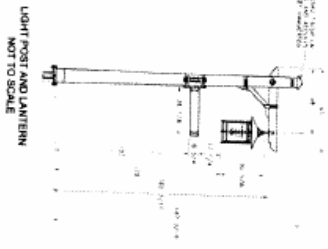
JACK JOHNSON COMPANY
 1000 West 1st Avenue, Suite 100
 Denver, Colorado 80202
 Phone: (303) 733-1111
 Fax: (303) 733-1112
 www.jackjohnson.com

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |
| | | |
| | | |
| | | |

WENTWORTH
 DEVELOPMENT
 RIVER MEADOW
 RANCH

LANDSCAPE PLAN WEST
L-101

DATE: 10/15/2013 10:58:11 AM
 USER: JJOHNSON



NOTE:
STREET LIGHT SHALL BE LOCATED
AT A MINIMUM OF 3 FEET AND NO
MORE THAN 8 FEET FROM EVERY
HYDRANT.

FOR AGENCY AND CLIENT
REVIEW ONLY.
NOT FOR CONSTRUCTION

SCALE 1"=100'

JACK JOHNSON COMPANY
Engineering and Construction
1111 11th Street, Suite 100
St. Louis, MO 63103
Phone: (314) 433-1111
Fax: (314) 433-1112

| NO. | DATE | DESCRIPTION |
|-----|----------|-------------|
| 1 | 11/11/11 | PRELIMINARY |
| 2 | 11/11/11 | REVISED |
| 3 | 11/11/11 | REVISED |
| 4 | 11/11/11 | REVISED |
| 5 | 11/11/11 | REVISED |
| 6 | 11/11/11 | REVISED |
| 7 | 11/11/11 | REVISED |
| 8 | 11/11/11 | REVISED |
| 9 | 11/11/11 | REVISED |
| 10 | 11/11/11 | REVISED |

WENTWORTH
DEVELOPMENT
RIVER MEADOW
RANCH

STREET
LIGHTING
PLAN
L106