

Lehi City Planning
99 W. Main #100
Lehi, UT 84043

ENT 6112:2006 PG 1 of 20
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jan 18 1:17 pm FEE 0.00 BY KH
RECORDED FOR LEHI CITY CORPORATION

**DEVELOPMENT AGREEMENT
SUNSET HOLLOW AT THANKSGIVING POINT, PLAT B
A PLANNED UNIT DEVELOPMENT PROJECT**

This Development Agreement is entered into as of this 16 day of January, 2006, by and among the owners and developers of the Sunset Hollow at Thanksgiving Point, Plat B, a Planned Unit Development, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to the development of a residential subdivision of real property within the corporate Limits of Lehi City, Utah County, Utah.

RECITALS

Whereas, the Developer has sought approval of a 77 unit Planned Unit Development Project designated as Sunset Hollow at Thanksgiving Point, Plat B, a copy of which is attached hereto as Exhibit A; and,

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

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

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances,

resolutions, and regulations has made certain determinations with respect to the density of the Planned Unit Development Project of Sunset Hollow at Thanksgiving Point, Plat B, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

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

1. The Developer shall create and approve restrictive covenants for the subject Planned Unit Development project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plats. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City. (Exhibit B)

2. Developer has provided the required open space for this phase of the project as shown on the subdivision plat (Exhibit A). Developer shall provide landscaping and sprinkler system in the open space as per attached Exhibit C. Open Space is dedicated to and maintained by the Homeowners' Association. The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

3. As a condition of building permit approval, a fee of \$1960.00 will be collected by

Lehi City as a bond to cover landscaping costs for individual lots and surrounding open areas within the project at the time each building permit is purchased. (See Exhibit D)

4. All roads within the project, with the exception of Garden Drive, will remain private and will be owned and maintained by the Homeowners Association.

5. Developer will comply with the Architectural Standards specified in Section 17.050 of the Lehi City Development Code. Approved elevations are attached as Exhibit E.

6. The proposed amenities for Sunset Hollow at Thanksgiving Point, satisfy the requirements of the Multi-Family Housing Development Standards of the Lehi City Development Code.

7. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City's Development Code Ordinances and Design Standards and Public Improvement Specifications.

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

9. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior

written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.

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

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

Dated: 1/10/06

Sunset Hollow at Thanksgiving Point PUD, Plat B

By: 

Its: MANAGING MEMBER

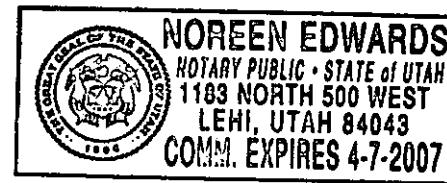
ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

On the 10th day of January 2006, personally appeared before me Gordon Jones, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 4-7-07

Noelle Edwards
NOTARY PUBLIC



DATED: 1-16-06

Lehi City Corporation

By: Howard Johnson
Howard Johnson, Mayor

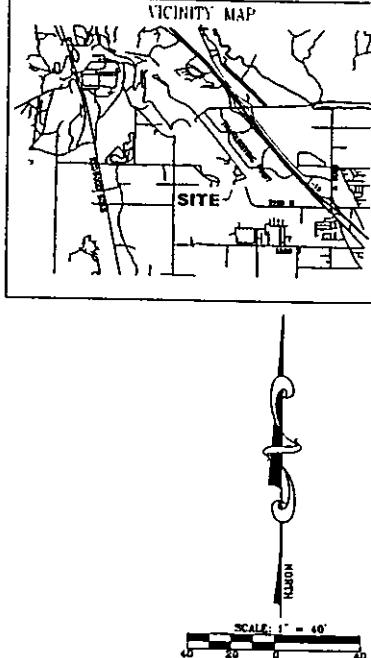
Attest:

Connie Ashton
Connie Ashton, City Recorder



NORTHEAST CORNER OF
SECTION 1, T15, RIV
S.L.E.M. 1995 C.L.O.
COUNTY MONUMENT

(SECTION LINE - BASIS OF BEARING)



RECORDED APRIL 17, 1995
RECORDED APRIL 17, 1995
RECORDED APRIL 17, 1995
RECORDED APRIL 17, 1995

EAST 1/4 CORNER OF
SECTION 1, T15, RIV
S.L.E.M. 1995 C.L.O.
COUNTY MONUMENT

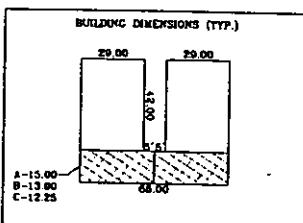
TABULATIONS

ZONE: RESORT COMMUNITY
TOTAL ACREAGE: 17.16 ACRES
TWIN HOME UNITS: 144 UNITS
3-PLEX UNITS: 36 UNITS
TOTAL UNITS: 180 UNITS
DENSITY: 10.3 UNITS/ACRE
OPEN SPACE: 1.03 ACRES

PHASE 2
ACREAGE:
TWIN HOME UNITS:
3-PLEX UNITS:
TOTAL UNITS:
DENSITY:
OPEN SPACE:
ERECTED AREA:

8.16 ACRES
62 UNITS
12 UNITS
74 UNITS
12.28 UNITS/ACRE
0.18 (1.03) ACRES LINEAR PARK
1.03 ACRES INCLUDES ALL PLAT "B" LANDSCAPING

- PRIVATE AREA (TYP.)
- LIMITED COMMON AREA (TYP.)
- OPEN SPACE (TYP.)



SURVEYOR'S CERTIFICATE

I, DENNIS P. CARLSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 170705 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY THAT AUTHORITY OF THE OWNER(S) THAT HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEGINNING AT POINT LOCATED S014°20' E ALONG THE SECTION LINE 71.06 FEET AND WEST 1,050.40 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE A MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
S30°18'15"E	755.40	
S50°41'45"W	62.18	
S72°37'26" W	445.61	
N17°22'34" W	120.95	
S72°37'26" W	16.12	
N29°18'15"W	300.27	
N50°41'45"E	70.78	ALONG PLAT "A" SUNSET HOLLOW AT THANKSGIVING POINT
S29°18'15"E	11.63	ALONG PLAT "A" SUNSET HOLLOW AT THANKSGIVING POINT
N50°41'45"E	228.01	ALONG PLAT "A" SUNSET HOLLOW AT THANKSGIVING POINT
N29°18'15"W	50.41	ALONG PLAT "A" SUNSET HOLLOW AT THANKSGIVING POINT
S30°41'45"W	13.00	ALONG PLAT "A" SUNSET HOLLOW AT THANKSGIVING POINT
N29°18'15"W	135.40	ALONG PLAT "A" SUNSET HOLLOW AT THANKSGIVING POINT
N50°41'45"E	151.00	TO THE POINT OF BEGINNING.

CONTAINS: 5.88± ACRES

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BASIS OF BEARING: ALONG SECTION LINE AS SHOWN

DATE

SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREBY AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREBY FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS
DAY OF APRIL 20, A.D. 20

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE DAY OF APRIL 20, A.D. 20 PERSONALLY APPEARED BEFORE
ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID
EXECUTE THE SAME.

MY COMMISSION EXPIRES

A NOTARY PUBLIC COMMISSIONED IN UTAH

PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL
STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE
PERPETUAL USE OF THE PUBLIC THIS DAY OF APRIL 20, A.D. 20

APPROVED BY MAYOR

APPROVED

ENCLOSURE
(See Seal Below)

ATTEST

CLERK-RECORDED
(See Seal Below)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS

CITY-COUNTY HEALTH DEPARTMENT

APPROVED THIS DAY OF APRIL 20, A.D. 20, BY THE
PLANNING COMMISSION

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

PLAT "B" SUNSET HOLLOW AT THANKSGIVING POINT

A PLANNED UNIT DEVELOPMENT
WITHIN A RESIDENTIAL RESORT COMMUNITY
LEHI

UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY RECORDER'S SEAL	COUNTY RECORDER'S SEAL
Exhibit "A"			

This form approved by Utah County and the ~~Utah County~~ Planning Commission

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SUNSET HOLLOW
AT
THANKSGIVING POINT

POINT OF BEGINNING

1050.40
प्रति

Sample

4193-
DRIVE

NOTES

1. OFFSITE STORM DETENTION FACILITY (EXISTING POND ON HOLE 12 OF THANKSGIVING POINT GOLF COURSE) TO BE OWNED AND MAINTAINED BY THANKSGIVING POINT, AND IS NOT TO BE ALTERED OR REMOVED WITHOUT PERMISSION OF THE CITY COUNCIL AND THE CITY ENGINEER.
2. ALL STREETS OTHER THAN GARDEN DRIVE, ARE PRIVATE. ROAD WIDTHS SHOWN WILL INCLUDE MODIFIED CURB, CUTTER & SIDEWALK ON ONE SIDE.
3. ALL PRIVATE ROADS AND OPEN SPACE IS DEDICATED, OWNED & MAINTAINED BY SUNSET HOLLOW HOME OWNERS ASSOCIATION.
4. FRONT SETBACKS: GARDEN DRIVE - 35', PRIVATE ROADS - 10'. REAR SETBACKS 10' BETWEEN BUILDINGS, SIDE SETBACKS 10' BETWEEN BUILDINGS
5. "NO PARKING" SIGNS TO BE INSTALLED EVERY 500' ON NON SIDEWALK SIDE OF STREET
6. ALL PRIVATE ROADS AND OPEN SPACE ARE PUBLIC UTILITY EASEMENTS



Surveyors
and Surveyors, Inc.
3302 No. Main St.
Spanish Fork, UT 84660
801-798-0555
Fax 801-798-9393

Exhibit "B"

After recordation, return to:

Richard W. Sheffield
Fillmore Spencer LLC
3301 North University Ave.
Provo, Utah 84604

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FIRST SUPPLEMENTAL

DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (Including Owner Association Bylaws)

SUNSET HOLLOW AT THANKSGIVING POINT

(A Planned Unit Development)

Lehi, Utah County, Utah

THIS FIRST SUPPLEMENTAL DECLARATION is made as of this 6th day of January, 2006, by **THANKSGIVING RIDGE, L.L.C.**, a Utah limited liability company ("Declarant"), pursuant to the following:

R E C I T A L S :

A. Declarant is the owner and developer of Sunset Hollow at Thanksgiving Point, an expandable planned unit development in Lehi, Utah County, Utah (the "Development").

B. On or about February 9, 2005, Declarant caused to be recorded as Entry 13801:2005, Pages 1 through 32, in the Public Records, that certain **Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws)** of Sunset Hollow at Thanksgiving Point (the "Declaration") relating to the Development.

C. Pursuant to Section 3.03 of the Declaration, Declarant is permitted to expand the Development by the annexation into the Development of additional real property that is part of the Additional Land as set forth and described in the Declaration (in Exhibit B thereto) for purposes of development into additional Lots and Common Areas, if any, consistent with the existing First Phase of the Development and with the Declaration.

D. Declarant desires to annex land into the Development for development as a Second Phase of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

I. All defined terms as used in this First Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration.

2. The following described real property situated in Lehi, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development and is to be held, transferred, sold, conveyed, and occupied as a part of the Development:

A portion of the Northeast 1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base & Meridian, Lehi City, more particularly described as follows:

Beginning at a point located S0°14'20"E along the Section Line 71.86 feet and West 1,050.40 feet from the Northeast Corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S39°18'15"E 755.41 feet; thence S50°41'45"W 62.17 feet; thence S72°37'26"W 445.60 feet; thence N17°22'34"W 117.00 feet; thence S72°37'26"W 16.12 feet; thence N39°18'15"W 300.27 feet; thence N50°41'45"E 70.78 feet; thence S39°18'15"E 11.63 feet; thence N50°41'45"E 236.01 feet; thence N39°18'15"W 50.41 feet; thence S50°41'45"W 13.00 feet; thence N39°18'15"W 135.40 feet; thence N50°41'45"E 153.00 feet to the point of beginning.

Contains: 5.84+- Acres

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the said parcel of real property, whether or not the same are reflected on a Plat.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete each of the Buildings and Units and all of the other improvements described in this Declaration or in a Plat, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 10 years after the date on which this Declaration is recorded in the Public Records.

THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or

discrepancies shown on, or revealed by, a Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities; **AND TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3. Section 3.02 of the Declaration is amended in its entirety to read as follows:

3.02 Division into Lots. The Development is hereby divided into One Hundred Twenty-Six (126) Lots as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Development's Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, etc., as set forth in this Declaration.

4. Except as amended by the provisions of this First Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this First Supplemental Declaration, shall constitute the Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Additional Land described herein.

5. This First Supplemental Declaration shall be recorded in the Public Records concurrently with the Plat entitled **PLAT B, SUNSET HOLLOW AT THANKSGIVING POINT, A Planned Unit Development within a Residential Resort Community**, located in Lehi, Utah County, Utah, prepared and certified to by Dennis P. Carlisle (a registered Utah land surveyor holding Certificate No. 172675), executed and acknowledged by Declarant, and accepted by the City of Lehi.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above set forth.

DECLARANT

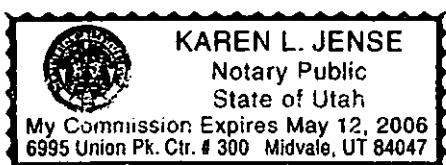
Thanksgiving Ridge, L.L.C.

By:

Jaren L. Davis, Managing Member

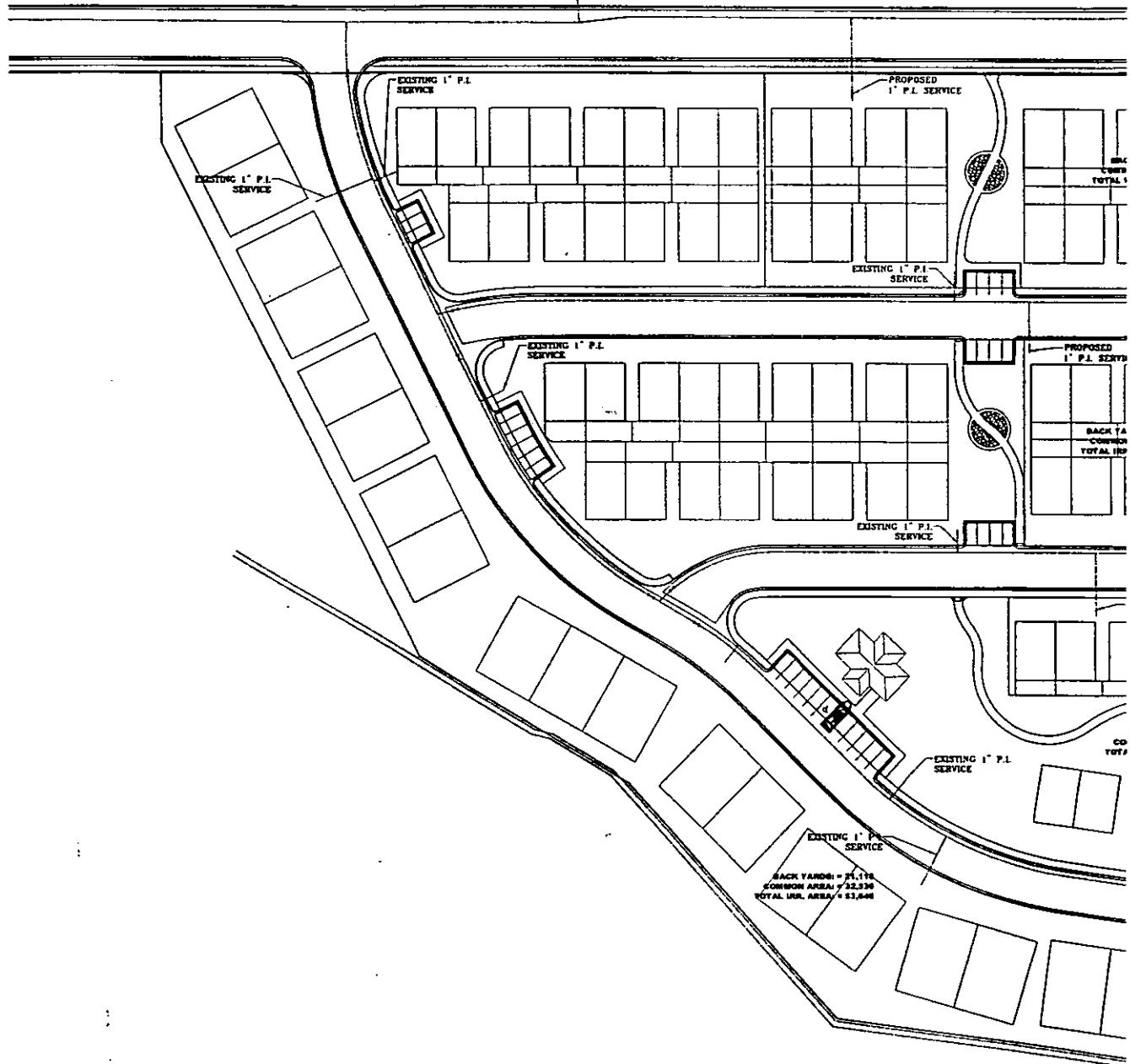
STATE OF UTAH)
: ss.
COUNTY OF UTAH)

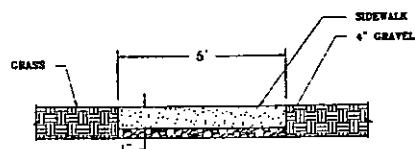
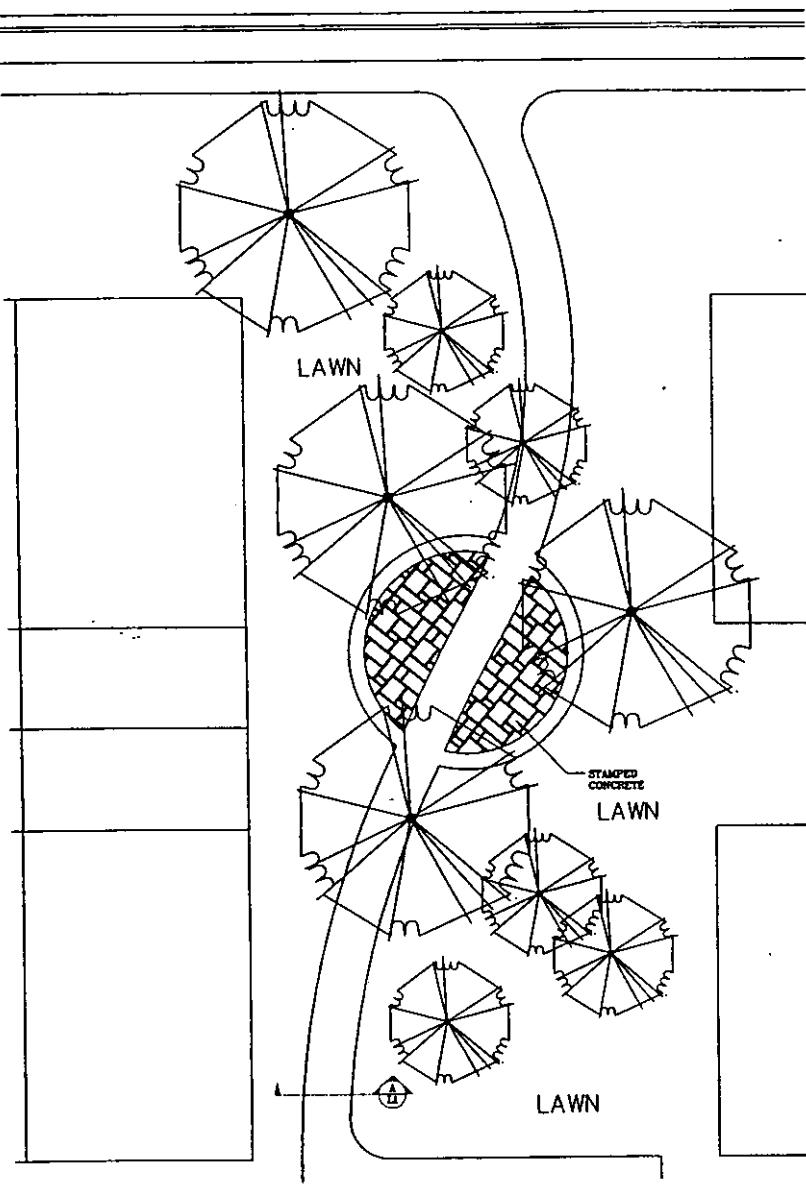
Acknowledged before me this 6th day of January, 2006, by Jaren L. Davis, as Managing Member of Thanksgiving Ridge, L.L.C.



Karen L. Jense

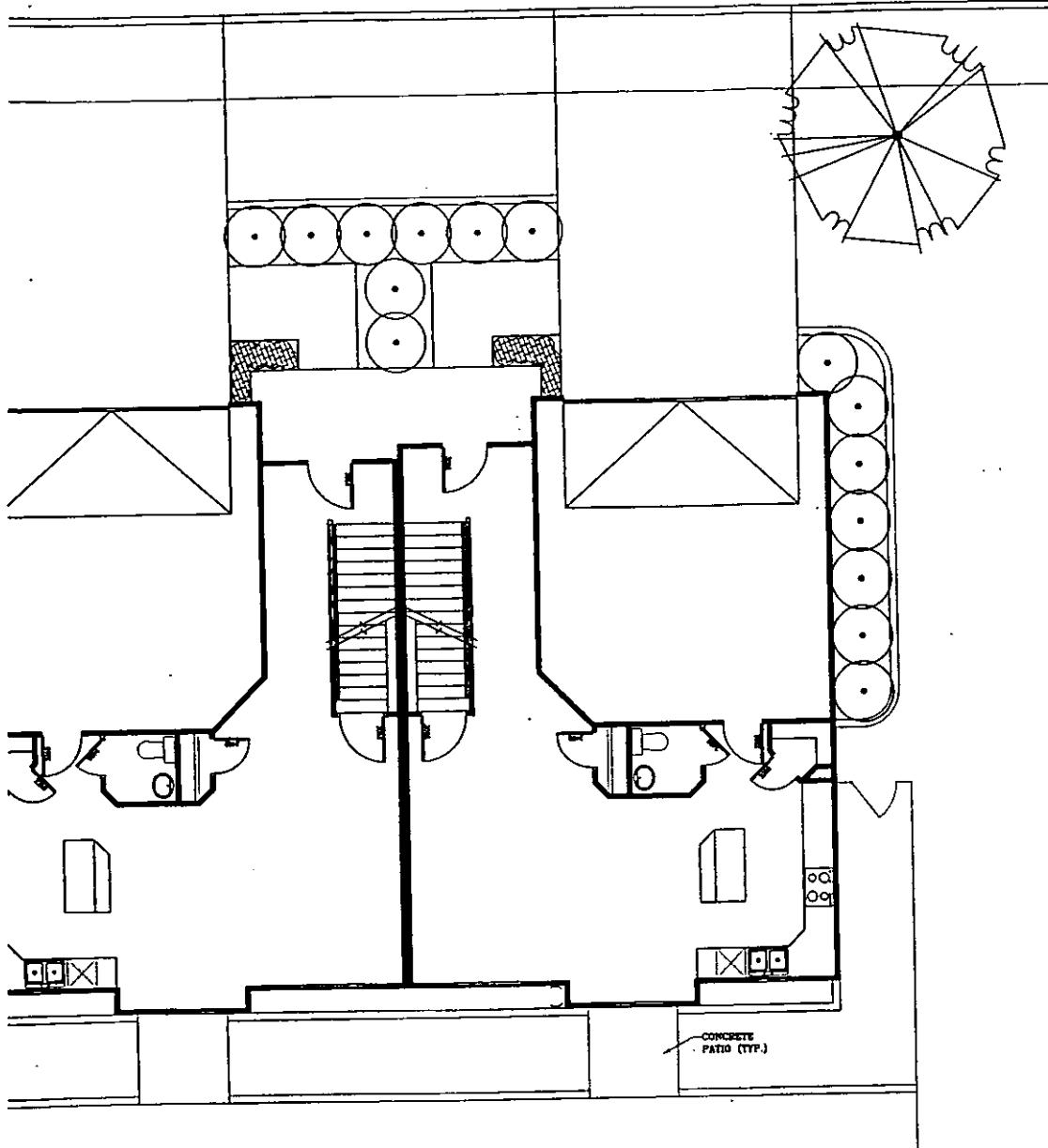
NOTARY PUBLIC





SECTION A-A
NOT TO SCALE

SUNSET HOLLOW @ TH.
HIGHLAND HOMES TYPICAL UNIT SI.



PLANTING SCHEDULE

SYMBOL	SPECIES	SIZE	CONDITION	SPACING
	EVOCREEP TREES			
	<i>PINUS THUNBERGII</i> Austrian Pine	7'-9' HT (EQUAL MAJ)	B & B	
	LARGE DECIDUOUS TREES			
	<i>ACER X FREMONTII 'JEFFERSONII'</i> Autumn Blaze Maple	2" CAL	B & B	
	<i>PRUNUS PENTHERIANA 'MARSHALL'S TEEDLESS'</i> Marshall's Standard Ash	2" CAL	B & B	
	<i>PLATANUS X ACERIFOLIA 'BIGGAROIDES'</i> Biggaraud London Plane	2" CAL	B & B	
	SMALL FLOWERING TREES			
	<i>PYRUS CALIFORNICA 'CAPITAL'</i> Capital Pearmain Pear	2" CAL	B & B	

Exhibit "P"

DESIGNER:		PROJECT:		REVISION:		DATE:	
BTG	03-B20	DATE:	9/09/2003	SCALE:	1" = 60'	SHEET:	6 of 7
DRAWN BY:	TIP	SUNSET HOLLOW LEHI, UTAH				LANDSCAPE PLAN	
SHEET		-1		T E I		3302 No. Main St.	DATE
						Spanish Fork, UT 84660	
						801-788-0555	
						Fax 801-788-3939	
						Contracting Engineers and Builders, Inc.	



Sunset I



Willow 3-Plex

Received 7/13/04
City Council Meeting

Exhibit "E"

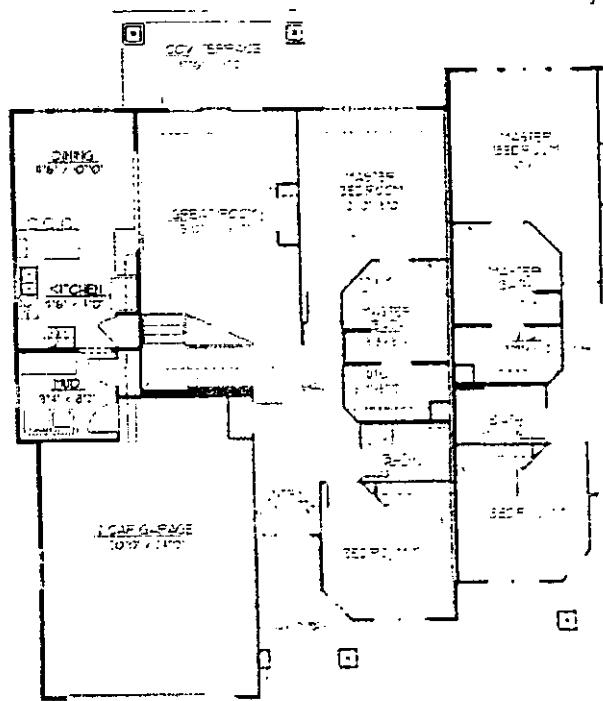
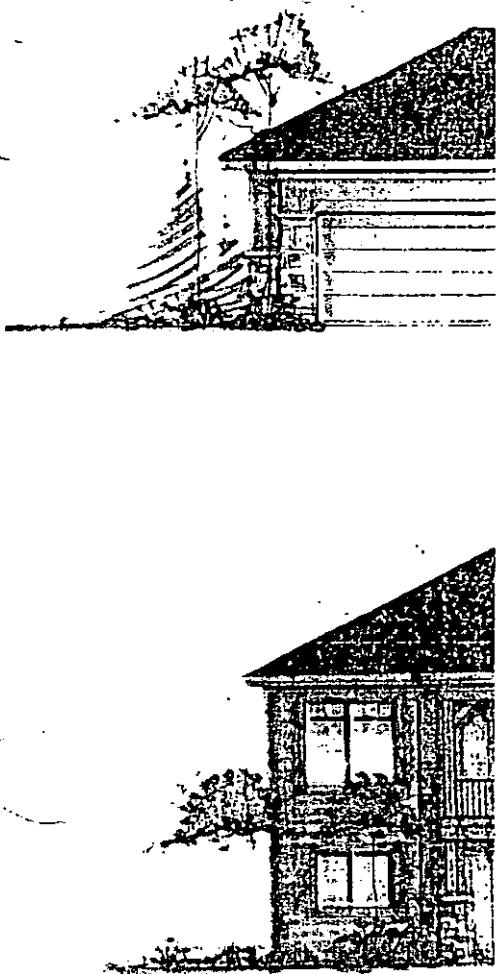
Sunset Hollow
At the Ranch



HIGHLAND

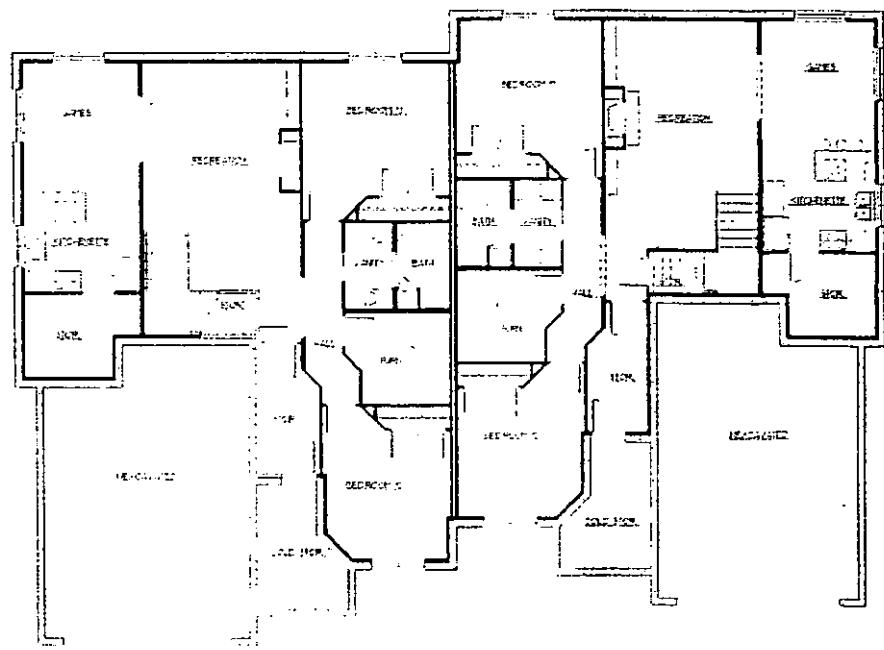
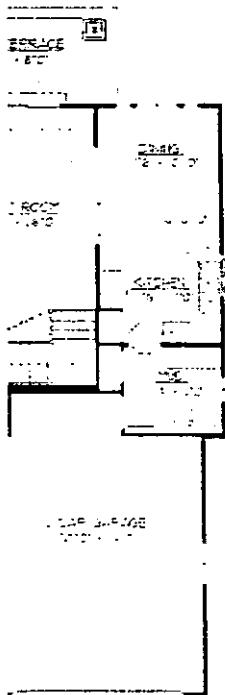
KEN FARRIS
ARCHITECT

DECEIVE
MAY 2006
TEHOMA





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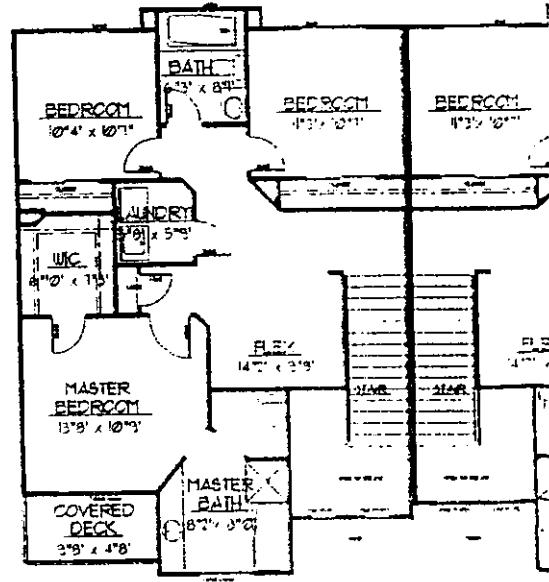
Sunset Hollow
At the Edge

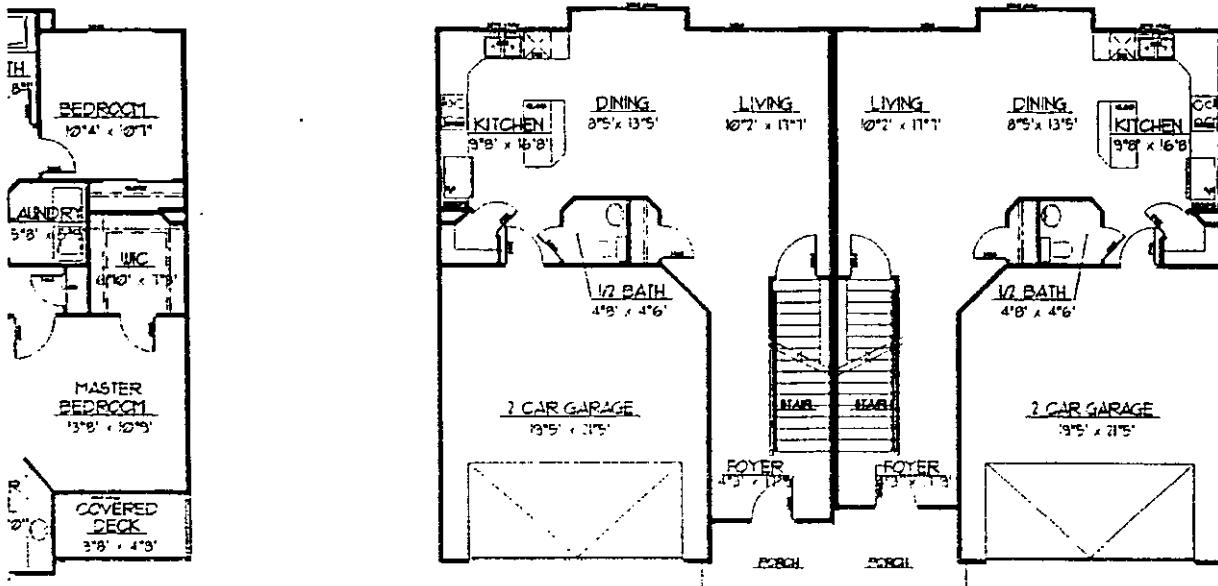


HIGHLAND

KEN FARRIS
ARCHITECT

DECEIVED
MURKIN
INTEGRITY





CCR PLAN
scale - 1/4"=1'-0"
GE
102 sf

MAIN FLOOR PLAN
plan 2640 scale - 1/4"=1'-0"
SQUARE FOOTAGE
MAIN - 133 sf
GARAGE - 403 sf