

AFTER RECORDING, PLEASE RETURN TO:  
CITY OF DRAPER  
12441 SOUTH 900 EAST  
DRAPER, UTAH 84020

**DEVELOPMENT AGREEMENT  
FOR THE TRAVERSE HILLS I,  
AN OPEN SPACE PLANNED UNIT DEVELOPMENT  
SUBDIVISION**

7547953  
01/04/2000 04:23 PM NO FEE  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
12441 S.  
DRAPER UT 84020  
BY: ARG. DEPUTY - WI 17 P.

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_ day of November, 1999, by and between the City of Draper, a municipal corporation of the State of Utah, hereinafter referred to as the "City", and Traverse Hills Properties, LLC., a Utah Limited Liability Company hereinafter referred to as the "Developer".

**RECITALS:**

- A. The Developer owns approximately 17.9 acres of land, to be developed as Traverse Hills I PUD Subdivision, located within the City which property is more particularly described in Exhibit "A" attached hereto and by this reference made part hereof (the "Property"). This 17.9-acre parcel is a part of a 29.61-acre tract that comprises the entire subdivision plat.
- B. Developer received final plat approval for Developer's project on the Property as an open space planned unit development on June 1, 1999. Developer's project shall be known as Traverse Hills I, an Open Space PUD Subdivision (the "Project"), a 70-lot, single-family residential subdivision.
- C. The Property is presently zoned under the City's Zoning Ordinance as RM and is located within the City's Hillside Overlay Zone. The Property is subject to all of the City's ordinances and regulations including the provisions of the City's General Plan, applicable provisions of the Draper City Code, the City's Zoning Ordinances and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively the "City's Laws").
- D. Developer's application to the City for approval of the Project as a planned unit development has been granted by the City. This Agreement includes various conditions consistent therewith which must be satisfied by Developer in development of the Project.
- E. Persons and/or entities hereafter developing Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws and the provisions set forth in this Agreement.
- F. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in the City's Laws.

**AGREEMENT**

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 City and Developer hereby agree as follows:

7547953

BK8334PG4346

I. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.

1. Property Development. Developer shall develop the Project on the property as a planned unit development in the form of a planned development subdivision. It is anticipated that the Project will be platted and developed as one subdivision of 70 single-family lots. The provisions of this Agreement shall apply only to those portions which have been or are in the process of being platted.

2. Final Plat. A subdivision plat for the Project to be developed will be required for Project approval by the City in accordance with the City's development standards and subdivision review requirements and the City's Laws. The Project has received final plat approval and must be developed in strict accordance with the approved final plat. No amendments or modifications to the final plat shall be made by the Developer without the prior written approval of the City. Nothing contained herein shall be construed as granting final plat approval to the Developer for any portion of the Project.

3. Development of the Project. The Project shall be developed by the Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein. The City has granted to the Developer eleven exceptions to standard Code requirements as part of the approval of this PUD. To receive these exceptions, the Developer has agreed to provide, at the Developer's sole expense, certain improvements outlined below and contained in approved plans.

a. Open Space. The Developer shall insure dedication to the City, free of all encumbrances, and improve approximately 41,382 square feet of property as open space and a detention basin. Improvements to be provided by the Developer in the detention basin shall include native vegetation on the interior of the basin and a low-maintenance, natural seed mat along the frontage of Manilla Drive. Seed mixes for the detention basin and the park strip along Manilla Drive shall be approved by the City. Open Space improvements shall be bonded and completed within 18 months of plat recordation. Upon written acceptance of the detention basin by the City, the basin shall be maintained by the City.

b. Tot Lot. An approximately 23,086 square-foot parcel in the south-west portion of the Project shall be improved and dedicated to the Homeowners' Association, free of all encumbrances, as a private, neighborhood park as illustrated by Exhibit "B". The Developer shall provide improvements to the park consisting of sod and an irrigation system, four park benches, ten trees (deciduous of 1.5" caliper and evergreen of at least 5' in height), a play area for young children including play ground equipment, a minimum of three yard lights, and a concrete path as illustrated by Exhibit "B". Tree and shrub varieties must be consistent with the varieties and types suggested on Exhibit "B". Tot Lot improvements must be bonded and completed within 18 months of plat recordation. The Developer commits to coordinate improvement of this parcel with the adjacent property owners so as not to impact those properties with storm water runoff or site grading. On-going maintenance of the tot lot shall be the responsibility of the Homeowner's Association.

c. Construction Traffic. No construction traffic related to the Project infrastructure (streets, sidewalks, utilities, parks, etc.) or Project homes shall be permitted within the Draper Heights or Centennial Heights Subdivisions. A statement to this effect shall be included in all construction and lot sales contracts entered into by the Developer. The Developer shall construct, or cause to be constructed, a temporary construction and emergency access between the Project and the existing stub of Manti Drive, prior to issuance of more than twenty (20) building permits.

d. Setbacks. The following minimum setbacks shall be required for all single-family residential structures located within the Project, as measured from property line:

- (1). The front yard setback to the garage shall be twenty (20) feet
- (2). The side yard setbacks shall be five (5) feet.
- (3). The rear yard setback shall be fifteen (15) feet.
- (4). Corner lots shall be considered to have two front yard setbacks parallel to the streets and side yard setbacks on the remaining sides.

e. Architecture of Homes. The architecture of the homes within the Project shall comply with the renderings contained in the approved Design Guidelines and attached hereto as Exhibits "C-1" to "C-3". However, additional home designs or modifications to existing plans may occur with approval by the development's Design Review Committee. Additional home designs shall be proposed so as to minimize grading to the lot and steepness of the driveway. Additionally, no homes with identical architectural facade treatment shall be constructed adjacent to or across any street from one another.

f. Park strip Improvements for west side of Manilla Dr. The Developer shall install, or cause to be installed, the sidewalk along the west side of Manilla Drive along with a low-maintenance, natural seed mat. The seed mix for the mat shall be approved by the City. Maintenance of the park strip is to be performed by Draper City upon acceptance of all improvements related to the park strip. Upon improvement of the Evangelical Free Church property, more standard park strip improvements shall be required. Upon installation of standard park strip improvements, maintenance of the improvements shall be the responsibility of the property owner.

g. Installation of Street Lights. Street lights within the Project shall be installed by Pacificorp at the direction of the City, and shall be of a type and size available from Pacificorp. If Pacificorp offers a variety of light styles for a given lighting situation, the Developer may select the style to be used, with the City Engineer's approval. The Developer shall pay the applicable Street Light Fee prior to recordation of any phase of the Project.

h. Landscaping.

(1) Full Landscaping Required. In order to have uniformity in installation and quality of the landscaping, in addition to providing erosion control protection within the Project, front, side, rear and park strip landscaping shall be required to be installed on each lot prior to approval of Final Inspection. Landscaping shall include sod, irrigation and the trees and shrubs required by the Design Guidelines for each lot. Continuous maintenance of all landscaping improvements, including the park strip, shall be the responsibility of the property owner.

(2) Funds in Escrow Required. To assure timely installation of landscaping, the Developer shall require \$1,000 from each lot purchaser to be placed in escrow to be held until Final Inspection is approved by the City.

(3) Notice. Builders and homeowners within the Project shall be notified of the requirements and conditions regarding landscaping by notations on the Final Plat and terms and conditions set forth in the CC&R's for the Project.

i. Drainage Swales.

(1) Installation of Swales. Developer shall construct and install drainage swales between individual lots in accordance with the approved Drainage Plan for the Project (sheet E001 of approved plans - Grading Plan) and shall seed and revegetate the drainage swales in accordance with the Revegetation and Erosion Control Plans for the Project. Developer shall construct and install the drainage swales as part of the public improvements required for the Project; i.e. roads, water lines, storm drains, etc. The drainage swales must be inspected and approved by the City prior to the sale of any lot on which a drainage swale is located or the issuance of any building permit for any lot within the Project.

(2) Maintenance of Swales. The owner of each individual lot shall be required to maintain the swales on his or her property in accordance with the approved plans. During construction, builders shall not disturb the swales except as provided in Subsection (3), and shall ensure functional maintenance of the swales in accordance with the approved plans.

(3) Alterations. The Developer and any builder or homeowner desiring to alter the approved location and/or design of any drainage swales shall be required to obtain written approval of the same from the City Engineer. The Developer or any builder or homeowner desiring such an exception shall submit an application to the City containing a topographical plan certified by a licensed engineer showing the proposed changes to the drainage swales and a statement showing good cause why such exception should be made and how such exception will not compromise or diminish the current drainage system of the Project.

(4) Notice. Builders and homeowners within the Project shall be notified of the requirements and conditions regarding the drainage swales between individual lots

within the Project by notations on the Final Plat, terms and conditions set forth in the CC&R's for the Project, and on the deeds or other documents conveying title to property encumbered by drainage swales within the Project.

j. Drainage, Erosion Control and Retaining Walls. In order to achieve an aesthetic transition and a functional drainage, grading and erosion control system from lot to lot within the Project, all development within the Project must comply with the approved grading, erosion control, drainage and revegetation plans for the Project.

(1) Residential Site Plan Defined. For purposes of this Agreement, "residential site plan" shall mean a site plan showing the following: the lot layout and dimensions; project name; north arrow and tie to monument; layout and dimensions of proposed building(s), driveway(s), landscaping and other improvements; location of all existing natural and manmade features, such as fences, ditches, drainage swales, buildings, etc. on the lot; tabulation table showing total gross acreage, square footage of building footprint, square footage of total building floor area, square footage of landscaping; existing topography at 1 foot intervals; areas of substantial earth moving with an erosion control plan; location of existing drainage swales and proposed plan for protection of the same during and after construction; and location and dimensions of all utility easements. The residential site plan discussed herein shall not be considered a "site plan" as discussed in Chapter 9-16 of the Draper City Ordinances. Residential site plans provided herein shall be reviewed by City staff for compliance of construction with approved plans for the Project and all applicable Draper City ordinances, standards and regulations.

(2) Non-Engineered Residential Site Plans. Any builder desiring to obtain a building permit from the City to build within the Project must first submit an initial non-engineered residential site plan to the Developer in accordance with procedures set forth in the CC&R's and other relevant documents. Such plans need not be certified by an engineer, but must comply with and provide for appropriate grading, drainage, erosion control, landscaping and revegetation and contain all the information required for a residential site plan as defined herein. Developer shall be required to review all such initial non-engineered residential site plans for construction within the Project for compliance with approved plans for the Project and integration of the proposed construction with development of other lots.

(3) Engineered Residential Site Plan. After review and approval of the proposed initial non-engineered residential site plan by Developer, the builder shall prepare and submit to the City a formal engineered residential site plan for the dwelling, which plan must be certified by a licensed engineer, together with a building permit application. The City shall review the submitted permit application and plans for compliance with approved plans for the Project and other City ordinance, standards and regulations. No building permit shall be issued until the residential site plan conforms with all standards and regulations and is approved by the City.

(4) Construction. All construction shall be conducted strictly in accordance with the approved residential site plan and shall be certified by the builder's engineer in

writing stating that the building and site improvements are constructed in accordance with approved plans. The City shall inspect the construction for compliance with other City ordinance, standards and regulations in accordance with City inspection procedures. No Final Inspection shall be approved until the residential site plan conforms with all plans, standards and regulations and is approved for final occupancy by the City.

(5) **Exceptions.** Certain lots may not pose significant drainage, engineering, erosion, or grading issues due to the topography and location of such lots and/or previous construction within the Project. Therefore, Lots 1, 10-15, and 20-27 may request a waiver from the engineered residential site plan requirements of Subsection (j)(2). Such waiver request shall specifically state the grounds therefore. The City may waive such requirement in its reasonable discretion as deemed appropriate.

(6) **Notice.** Builders and homeowners within the Project shall be notified of the requirements and conditions regarding the building plans and approval process for construction within the Project by notations on the Final Plat and terms and conditions set forth in the CC&R's for the Project.

k. **Mailboxes.** Mailboxes throughout the Project must be of common style and materials. The developer shall insure that all mailboxes match and that front yard lighting is installed in order to contribute to the overall design and unity of the Project.

l. **Covenants, Conditions and Restrictions.** The Developer shall create and record covenants, conditions and restrictions (CC&R's) for the Project prior to the conveyance of any lots and the issuance of any building permits. The CC&R's shall include a provision for the creation of a homeowners association. The Developer shall also be responsible for the enforcement of the CC&R's with regard to enforcement situations which arise prior to at least sixty lots receiving occupancy permits and the establishment of a homeowners association with officers elected by the owners of completed homes.

m. **Utilities and Infrastructure.**

(1) Developer shall install natural gas, telephone, cable television, underground electrical service, sanitary sewer, and culinary water supply systems for the entire Project up to the boundary lines of the Project. Such installation shall be done according to the reasonable and customary design and construction standards of the utility providers and the City Engineer.

(2) Developer shall make arrangements with and shall comply with the requirements of the Salt Lake County Sewerage Improvement District No. 1 to provide public sanitary sewer service to the Project and all phases thereof.

n. **Dedication and Donation.** Prior to, or simultaneously with, the recording of the final plat for each phase of the Project in the office of the Salt Lake County Recorder,

the Developer agrees to dedicate, or have dedicated, transfer and voluntarily donate to the City all required easements for the purpose of constructing, installing, operating, maintaining, repairing and replacing public utilities and improvements.

4. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the Ordinances and development standards of the City. All required improvements for the Project shall be constructed in accordance with the City's construction standards and/or plans specifically approved for this project, and all required Public improvements and easements shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

5. Grading. Developer will grade individual building lots according to the Uniform Building Code, including Appendix 33, Draper City Effective Planting Guide, and the approved Drainage Plan for the Project. An erosion control plan must be submitted to and approved by the City prior to recording of the Final Plat.

6. Improvements to Traverse Ridge Road. Developer agrees to construct, at Developer's sole expense, an additional travel lane and all related public improvements required by the City for that portion of Traverse Ridge Road which is located adjacent to the Project. The Developer shall post an adequate bond or bonds satisfactory to the City to assure the installation of Traverse Ridge Road. The bond amount shall equal the costs estimated by the City Engineer in order to meet City standards for a major collector. This shall include road base, asphalt, curb, gutter, drainage swale, trail and any necessary storm-drain improvements. The pedestrian trail shall be a soft surface with a minimum width of eight feet from the west edge of the open space/detention basin to the east edge of the subdivision. Developer hereby waives and releases any claims, demands and/or actions which Developer holds and/or claims against the City, its officers, employees, agents and representatives for any reason arising out of or in any manner related to the City's requiring Developer to construct the addition to Traverse Ridge Road as provided herein or for any reimbursement therefor to Developer by the City.

7. Home Construction Must be Harmonious with Topography of Land. Because of the unique land it is imperative when selecting a home to be built on a particular lot, that the topography of the lot is taken into consideration. For example, a lot with a downhill slope from the roadway would be required to have a walkout basement. A lot with an uphill slope would require a drive-under garage with a walkout second story.

8. Payment of Fees. The Developer shall pay all required fees to the City in a timely manner which are due or which may become due pursuant to the City's Laws in connection with the Project or any phase thereof. Developer and its successor(s) shall pay all required fees to the City in those amounts which are in effect at the time the fees are actually in fact paid to the City.

9. City Obligations. Subject to the Developer complying with all of the City's Laws, rules and regulations and the provisions of this Agreement, the City agrees to provide, or cause to be provided, standard municipal services to the Project including police and fire protection, subject to payment of all fees and charges charged or levied therefore by the City. The City will also be responsible for maintenance of the detention basin, tot lot and the west side of Manilla Drive park strip. The detention basin shall primarily be left with native vegetation with maintenance being performed as needed for the proper function of the basin.

10. Indemnification. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from all liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to property of any person which shall occur within the Property or occur in connection with any off site work done for or in connection with the Project which shall be caused by any acts done thereon or act or omission of the Developer or of its agents, contractors, servants, employees at any time. Developer shall furnish or cause to be furnished to the City a satisfactory certificate of insurance from a reputable insurance company, evidencing general public liability coverage for the Property and the Project in a single limit of not less than two million dollars and naming the City as an additional insured.

11. Compliance with Law. Developer shall comply with all applicable federal, state and City laws, ordinances, rules and regulations pertaining to Developer's activities in connection with the Project or any phase thereof.

12. City and Other Governmental Permits. Before commencement of construction or development of any building, structures, grading or other work or improvements upon any portion of the Project, Developer shall, at its expense, secure any and all permits which are required by the City or any other governmental agency having jurisdiction over the work or affected by its construction or development. Failure by the Developer to obtain all required permits when due shall constitute a default on the part of the Developer under this Agreement.

13. Default. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, then within thirty (30) days after giving written notice of default the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with any project or development described in this Agreement until such default has been cured.

c. The rights and remedies set forth herein shall be cumulative.



14. 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, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Traverse Hill Properties, LC  
7659 Keswick Road  
Sandy, Utah 84093

To City:

Draper City  
Attn: City Manager  
12441 South 900 East  
Draper, Utah 84020

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

15. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs.

16. Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.

17. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

18. Non Liability of City Officials and 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 Developer, or its successors or assignees, for any obligation arising under the terms of this Agreement.

may become due Developer, or its successors or assignees, for any obligation arising under the terms of this Agreement.

19. No Third Party Rights. The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

20. Assignability. The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.

21. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

22. Termination. The term of this Agreement shall commence as of the date hereof and shall continue in full force and effect until five years thereafter or upon complete fulfillment of this Agreement, whichever occurs first.

23. Bonds or Security. The Developer shall post with the City, adequate bonds, escrow or other security approved by the City to adequately insure completion of this Agreement and any other improvements specified in approved plats, plans and documents.

24. Right to Inspect Site. Representatives of the City shall have the right of access to the Property and any portions thereof at any reasonable hours to inspect or observe the development or any work thereon.

25. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

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 hereinabove written.

"CITY"  
DRAPER CITY

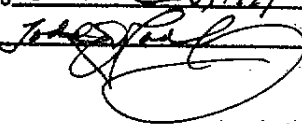
By:   
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

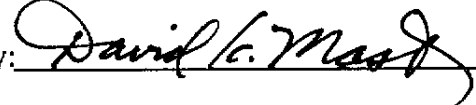
APPROVED AS TO FORM  
City Attorney's Office

Date December 8, 1999

By 

"DEVELOPER"

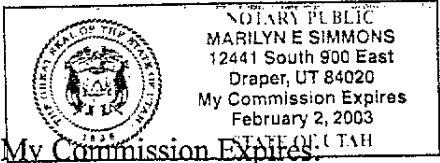
Traverse Hills Properties L.C.

By: 

Title: Manager

STATE OF UTAH )  
:ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of December, 1999, personally appeared before me Richard D. Alsop, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Richard D. Alsop acknowledged to me that the City executed the same.



Marilyn E. Simmons  
Notary Public  
Residing at:

Feb. 2, 2003

Salt Lake County

STATE OF UTAH )  
:ss.  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of December, 1999, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that (s)he is the managing member of **TRAVERSE HILLS I, L.L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

## TRAVERSE HILLS I

### EXHIBIT "A"

#### SUBDIVISION PARCEL

BEGINNING AT THE SOUTHWEST CORNER OF THE DRAPER HEIGHTS SUBDIVISION ACCORDING TO THE PLAT AS RECORDED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING N89°44'16"W. 1340.58 FEET ALONG THE CENTER SECTION LINE AND S2°30'59"W. ALONG THE 40 ACRE LINE 332.94 FEET FROM THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE TRAVERSE RIDGE ROAD DEDICATION PLAT AS RECORDED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS, RUNNING; THENCE S2°30'59"W. ALONG SAID WEST LINE OF THE DRAPER HEIGHTS SUBDIVISION, AND THE WEST LINE OF THE CENTENNIAL HEIGHTS PLAT'S "A" AND "B" SUBDIVISIONS AS RECORDED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE 983.36 FEET TO THE INTERIOR CORNER OF SAID CENTENNIAL HEIGHTS PLAT "B" SUBDIVISION; THENCE N89°55'50"W. ALONG THE NORTH BOUNDARY OF SAID CENTENNIAL HEIGHTS PLAT "B" SUBDIVISION 1326.427 FEET TO A LINE BETWEEN THE SOUTH QUARTER CORNER OF SAID SECTION 7, AND THE CENTER OF SAID SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE NORTH 89°56'15" W. ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN 139.42 FEET TO A POINT ON A NON-TANGENT 250.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 154.624 FEET ALONG THE ARC OF SAID CURVE (CENTER BEARS S57°47'26"E.) THROUGH A CENTRAL ANGLE OF 35°26'14", TO THE POINT OF TANGENCY; THENCE N67°38'48"E. 343.07 FEET TO THE POINT OF CURVATURE OF A 550.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 206.919 FEET ALONG THE ARC OF SAID CURVE (CENTER BEARS N22°21'12"W.) THROUGH A CENTRAL ANGLE OF 21°33'20" TO THE POINT OF TANGENCY; THENCE N46°05'2"E. 232.28 FEET TO THE POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 223.05 FEET ALONG THE ARC OF SAID CURVE (CENTER BEARS N43°54'32"W.) THROUGH A CENTRAL ANGLE OF 63°53'57" TO THE POINT OF TANGENCY; THENCE N17°48'29"W 51.27 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE SAID TRAVERSE RIDGE ROAD DEDICATION PLAT; THENCE N72°11'35"E. ALONG SAID SOUTH RIGHT OF WAY LINE 734.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 17.90 ACRES MORE OR LESS.

H:\PAUL\WPFILES\SUBDIVISION\travhill.1\devagreemt.1199amend.wpd



1" = 30'

February 5, 1999

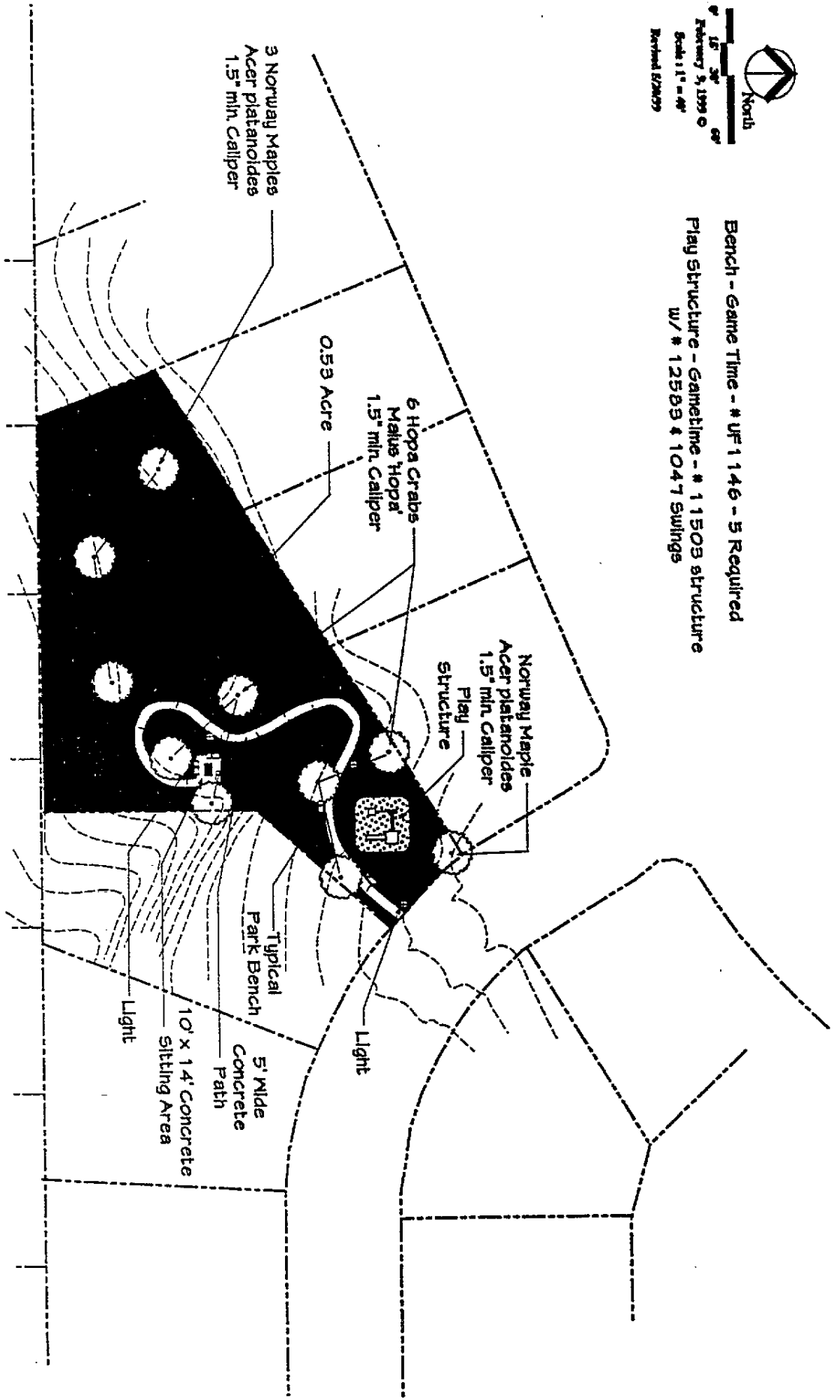
Scale 1/2" = 40'

Revised 8/26/99

Bench - Game Time - # UF 1146 - 5 Required

Play Structure - Gametime - # 11503 structure  
w/ # 125B9 & 1047 Swings

EXHIBIT "B"



Tot-Lot Layout  
Traverse Hills  
Draper, Utah

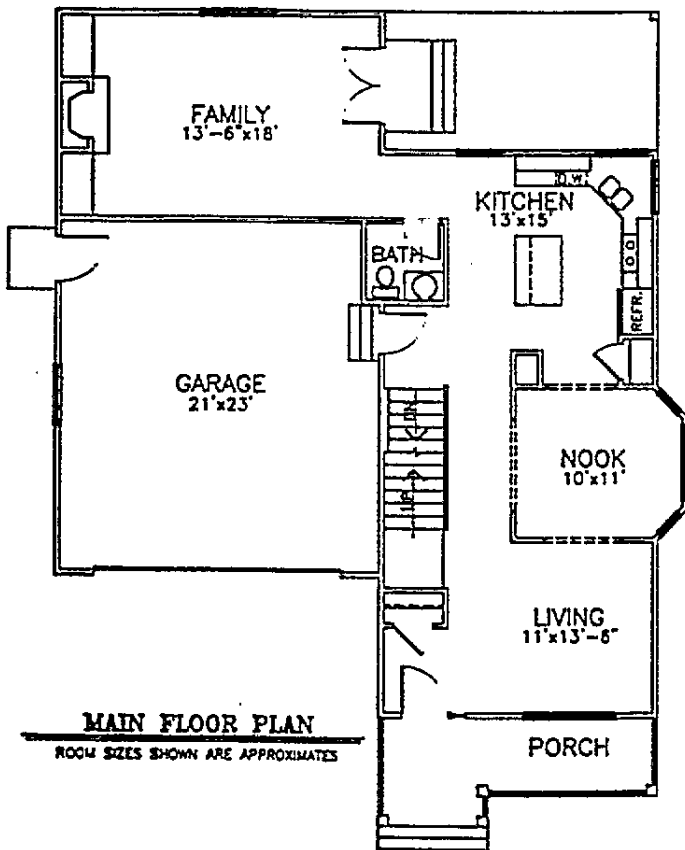
Tully Design Group, Inc.  
Landscape Architecture  
Community Design  
Land Planning

170 South 3000 Street, Suite 300  
Salt Lake City, Utah 84119  
Phone 313-298-7400 Fax 313-298-2095

EXHIBIT "C1"  
**THE 1947-116**

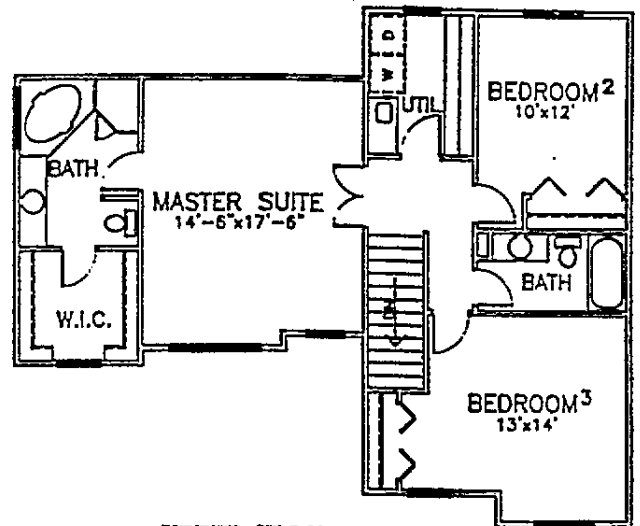


**FRONT ELEVATION**



**MAIN FLOOR PLAN**

ROOM SIZES SHOWN ARE APPROXIMATES



**UPPER FLOOR PLAN**

ROOM SIZES SHOWN ARE APPROXIMATES

**Features:**

- Large Kitchen with Snack Bar
- 1/2 Bath on Main
- Gas Fireplace in Family
- Grand Master Suite
- Upper Floor Laundry

**Overall Dimensions:**

39'-0" Wide x 53'-0" Deep

**Finished Square Footage:**

1947 sq. ft.

# Wasatch Design

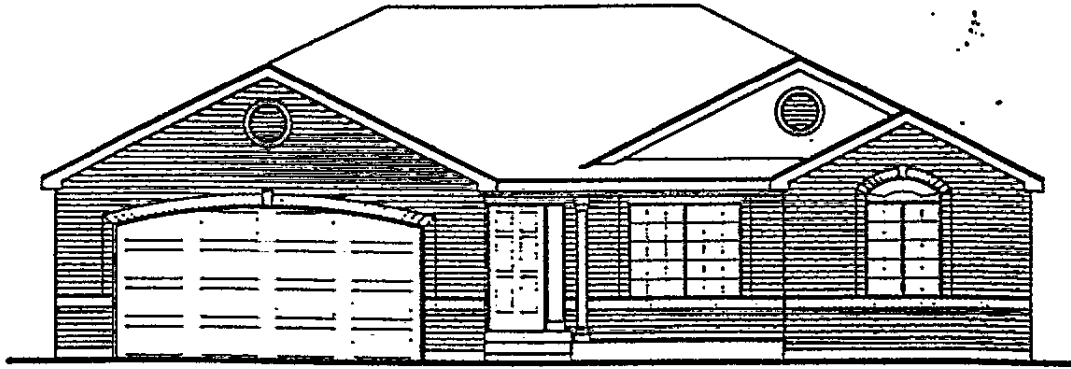
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Adjustments can be made  
 on all Wasatch Design plans

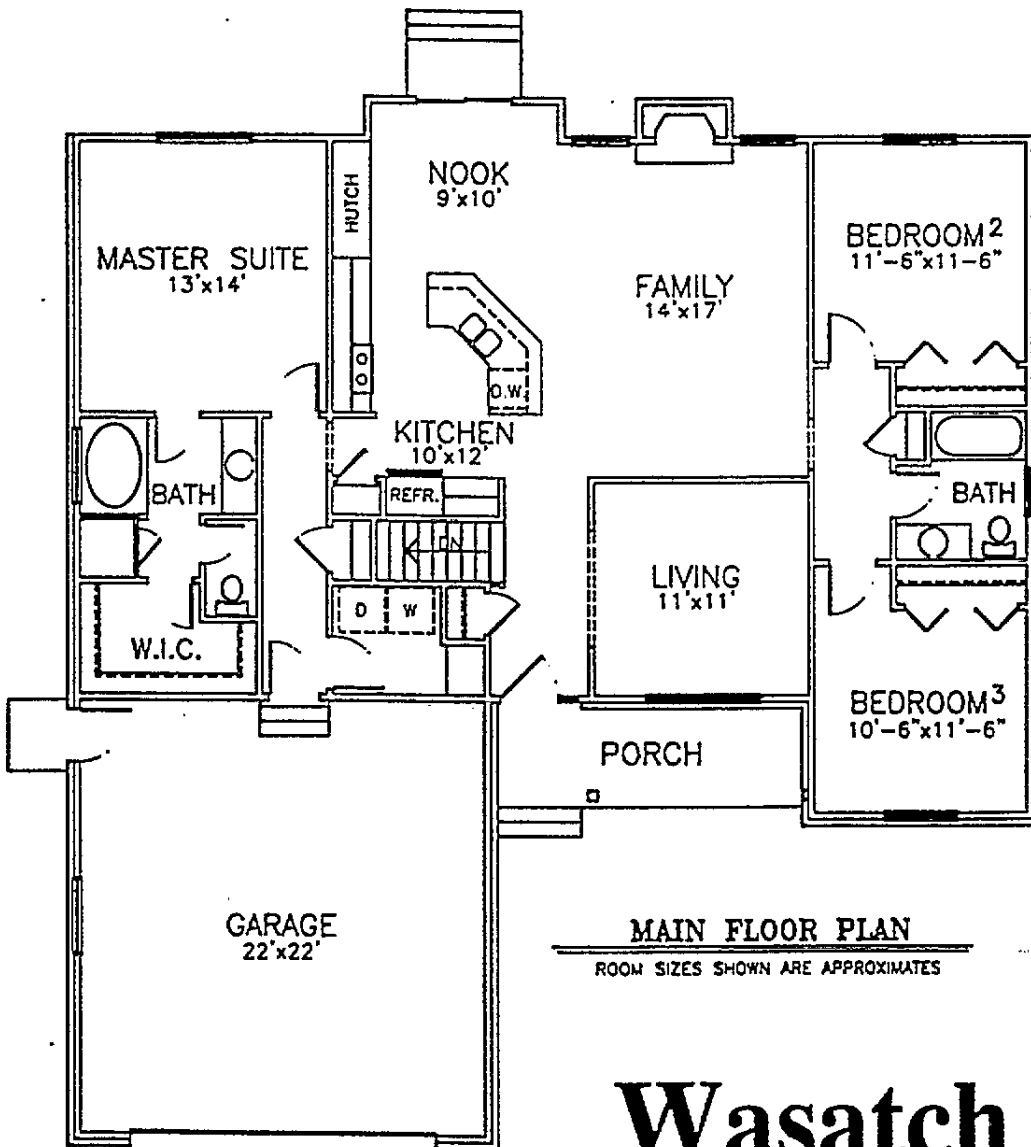
BK 8334 PG 4360

# THE 1580-101

EXHIBIT "C2"



FRONT ELEVATION



MAIN FLOOR PLAN

ROOM SIZES SHOWN ARE APPROXIMATES

### Features:

- Large Grand Master Bath
- Open Great Room
- Main Floor Laundry
- Cozy Front Porch

### Overall Dimensions:

51'-0" Wide x 52'-0" Deep

### Finished Square Footage:

1580 sq. ft.

Adjustments can be made on all Wasatch Design plans

# Wasatch Design

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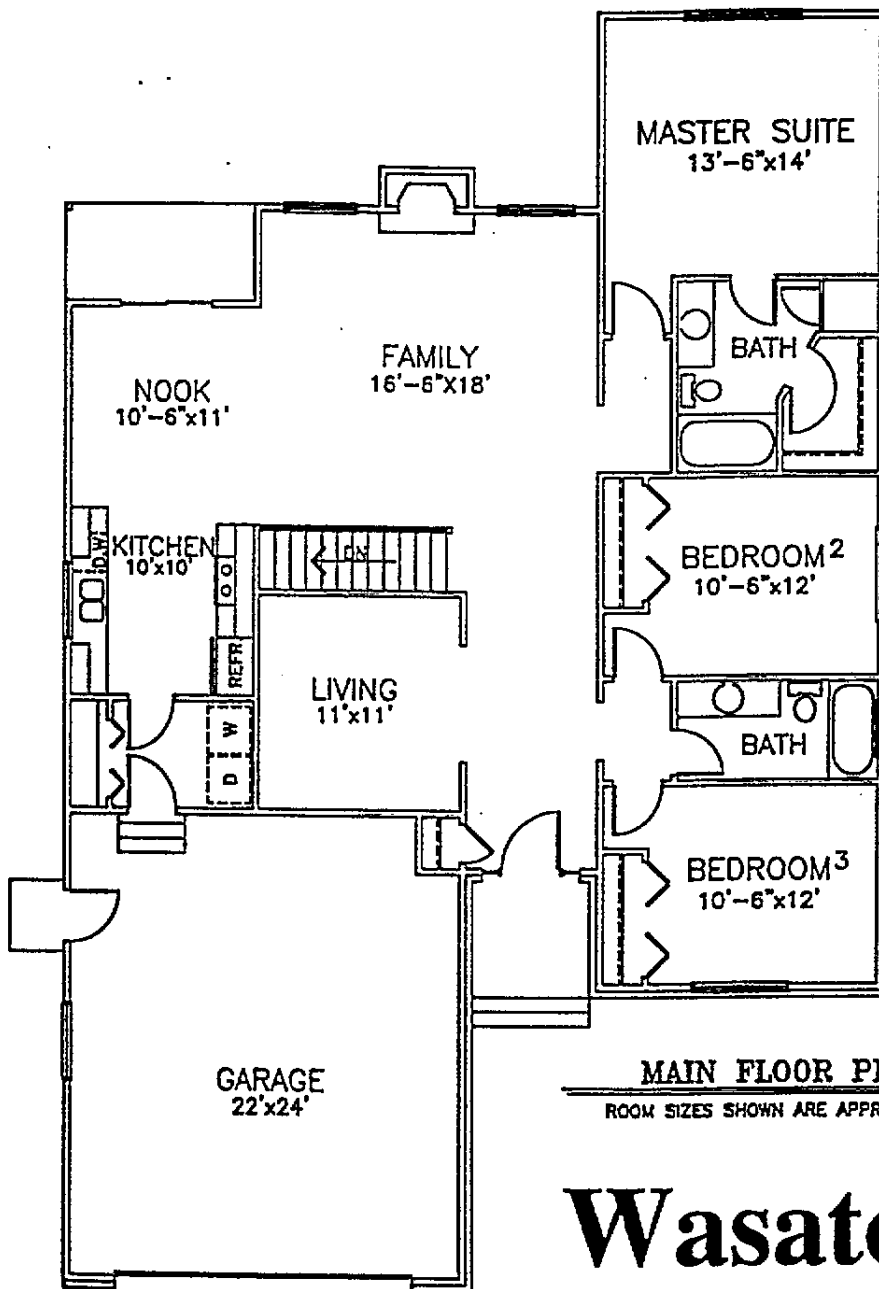


# THE 1626-117

EXHIBIT "C3"



**FRONT ELEVATION**



**MAIN FLOOR PLAN**

ROOM SIZES SHOWN ARE APPROXIMATES

### Features:

- Spacious Family Room
- Open Entry
- Main Floor Laundry
- Grand Master Bath

### Overall Dimensions:

43'-0" Wide x 66'-0" Deep

### Finished Square Footage:

1626 sq. ft.

Adjustments can be made on all Wasatch Design plans

# Wasatch Design

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