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**PLANNED UNIT DEVELOPMENT AGREEMENT**

Parcel # 28-30-100-137 & 126-011

THIS AGREEMENT is made and entered into as of the 2<sup>ND</sup> day of JULY, 1996, by and between Draper City, a municipal corporation of the State of Utah, hereinafter referred to as the "City", and COTTAGE DEVELOPMENT PARTNERS, L.C., (formerly Allegiance Development Group), hereinafter referred to as the "Developer".

**--RECITALS--**

A. The Developer has heretofore made application to the City for approval of Developer's project as a planned unit development.

B. Developer's project shall be known as THE COTTAGES ON KIMBALL'S LANE, A TOWNHOME SUBDIVISION, (the "Project") and is more particularly described in Exhibit A attached hereto and by this reference is made a part hereof. It is anticipated that the Project will be platted and developed in phases of varying sizes and configurations. The provisions of this Agreement shall apply only to those portions which have been, or are in the process of, being platted.

C. The purpose of this Agreement is to reduce to writing the respective agreements of the parties regarding the development of the Project and to set forth certain requirements for development of the Project in addition to the Ordinances, rules and regulations of the City governing the same.

**--AGREEMENTS--**

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 parties hereby agree as follows:

1. Development Requirements.

The following requirements shall apply to the Project:

a. Compliance with City Ordinances and Development Requirements. In general, the Project shall be developed in accordance with the Ordinances and development requirements of the City governing planned unit developments; specifically the project shall comply with all applicable criteria and restrictions of the Guidelines For Medium to High Density Owner-Occupied Residential Unit Development. All required plats, drawings and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

- (I) The minimum setback requirements for this project shall be as follows:
  - 1. Front yard -- 18 feet from private street
  - 2. Rear yard -- 15 feet from property line
  - 3. Side yards -- 12 feet from private street and 10 feet from property line
  - 4. Minimum distance between houses of 7 feet ( all measurements taken from foundation wall).
  
- (II) Street lights within the project shall be installed by the developer, maintained by a Home Owner's Association, and shall be of a type and size as determined by the Developer and approved by the Draper City Engineer.

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- (III) Building elevations will generally comply with Exhibit B. The Developer will submit any material modifications to the building height, roof lines, driveway and garage configurations to the Community Development Director for review and approval.
  - (IV) The Developer will construct perimeter fencing on all outside boundaries of the Project. Fencing will be constructed of vinyl, PVC, or a comparable material. Privacy fencing will be provided in areas immediately adjacent to dwelling units. Rail, picket, privacy or comparable designs will be provided in all other areas.
  - (V) Entry feature(s) will comply Exhibit E.
  - (VI) The City will not issue building permits for building units in excess of a total of thirty-two (32) units until the Developer provides a second means of vehicular access, either temporary or permanent, to the Project.
  - (VII) The Developer will install landscaping in general compliance with the General Landscape Plan attached hereto as Exhibit C. The Developer reserves the right to substitute planting materials with materials comparable to those shown in Exhibit C. The Developer will submit modifications to the general configuration of the Landscape Plan to the Community Development Director for review and approval.
- b. **Dedication and Donation.** Simultaneously with recording of the final plat for the Project at the office of the Salt Lake County Recorder, and each phase thereof, the Developer agrees to dedicate, transfer or donate to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined necessary by the City. Only that portion of the Plat that is immediately adjacent to the right-of-ways required for the improvement of 11800 & 11950 South, and 150 East will be dedicated to the City simultaneous with the recording of the each Plat. The right-of-way for 150 East will be dedicated and improved in accordance with Exhibit D.
2. **Construction Standards and Requirements:** All construction shall be conducted and completed in accordance with the Ordinances and development standards of the City. All required improvement 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 improvement 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. Simultaneous with the recording of the Plat, that portion of the Plat adjacent to 11950 South shall be bonded for but not constructed until the other half, or adjacent portions of the roadway are developed.
3. **Payment of Fees.** The Developer shall pay all required fees pertaining to the Project or any portion thereof to the City in a timely manner.

4. **City Obligations.** Subject to the Developer complying with all of the City's Ordinances, rules, regulations and the provisions of this Agreement, the City agrees to:
- a. Provide, or caused 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. All other such services; including maintenance of the roadways, common landscaping & amenities, and trash removal will be the responsibility of the Developer, the Home Owners Association, or the individual Owners.
5. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.
6. **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:

Mr. Douglas Lowe  
Cottage Development Partners, L.C.  
175 South West Temple, Suite 780  
Salt Lake City, Utah 84109

To the City:

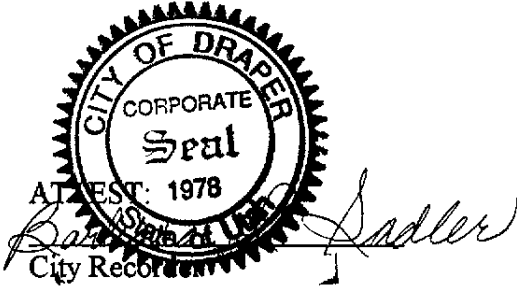
Draper City  
Attn: City Manager  
12441 South 900 East  
Draper, Utah 84020

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

7. **Attorney's 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 attorney's fees and costs.
8. **Integration.** 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.
9. **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.

10. 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 as hereinabove).

IN WITNESS HEREOF, 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: Laure Redd  
Mayor

"DEVELOPER"  
COTTAGE DEVELOPMENT PARTNERS, L.C.

By: Wangler & Lewis  
Title: Manager

By: Robert K. Bull  
Title: MANAGER

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EXHIBIT "A"

-POOR COPY-  
CO. RECORDER

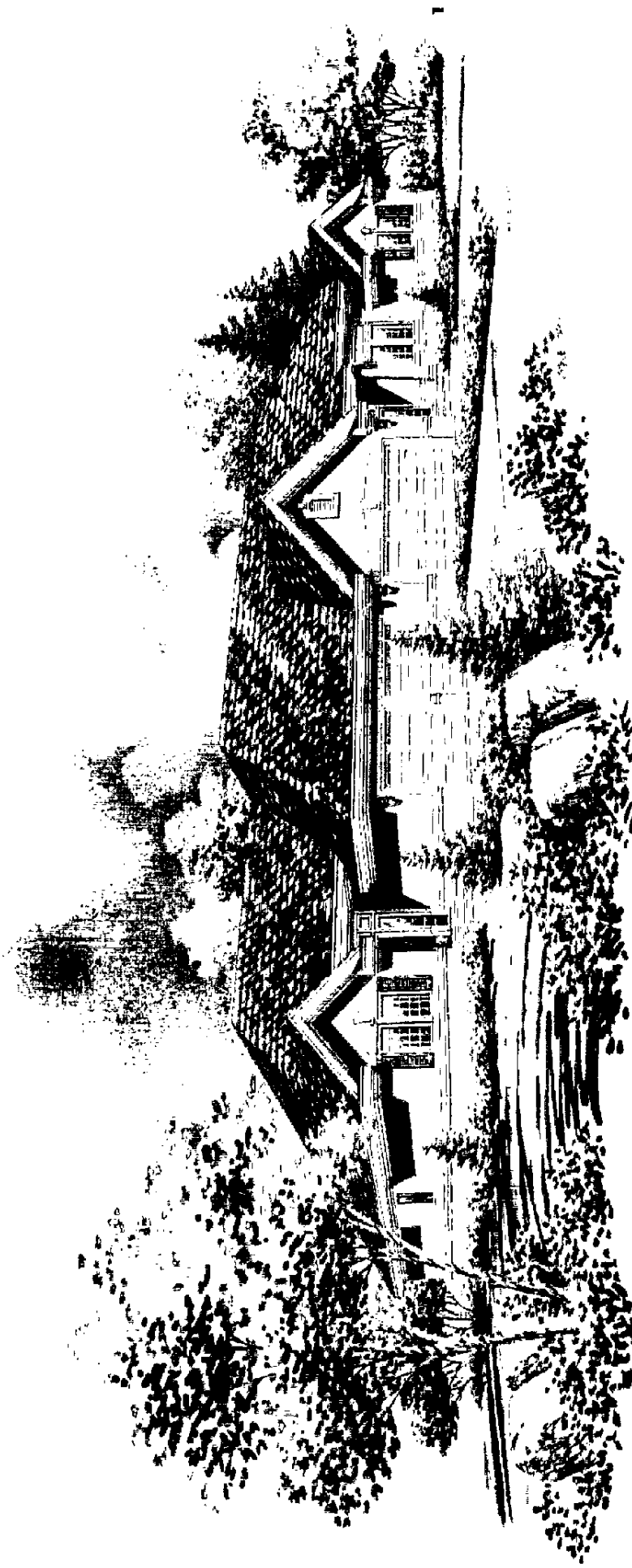
BOUNDARY DESCRIPTION

Beginning at a point on the north line of Section 30, said point being South 89°50'00" West 660.10 feet along said section line from the North 1/4 Corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base & Meridian; and traversing thence South 00°14'11" East 1339.16 feet; thence North 89°54'26" West 660.24 feet; thence North 00°13'51" West 1336.17 feet to a point on the north line of said Section 30; thence North 89°50'00" East 660.10 feet along said section line to the point of beginning.

contains 883,079.01 sf. or 20.27 acres more or less

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EXHIBIT B



JOHN COY,  
CR. ARCHITECT

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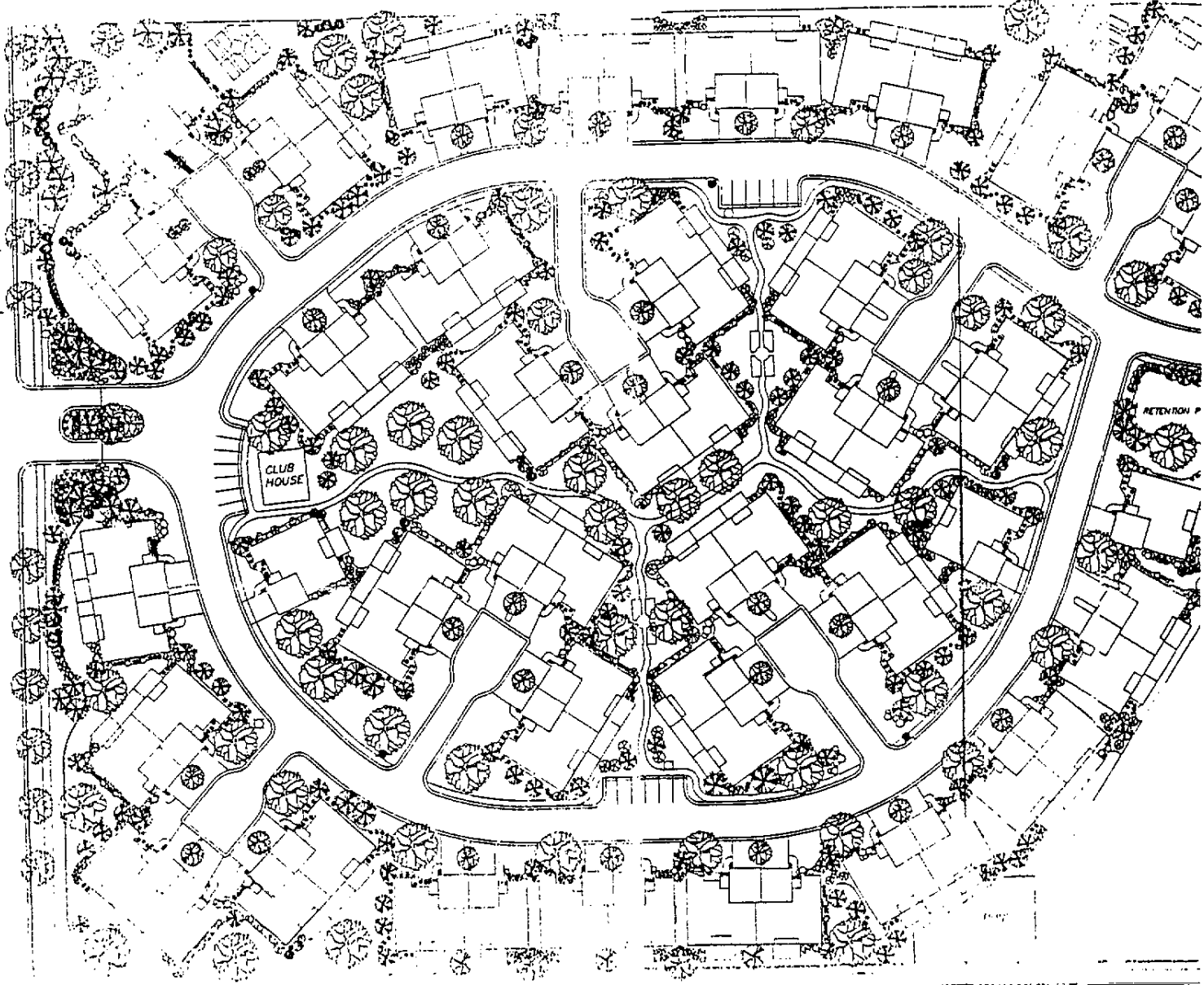
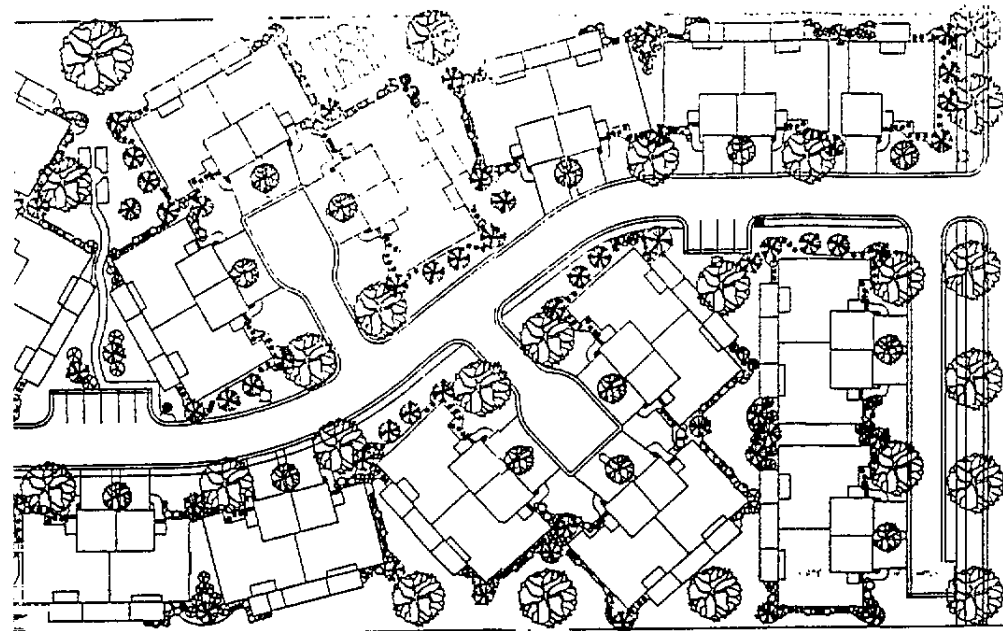
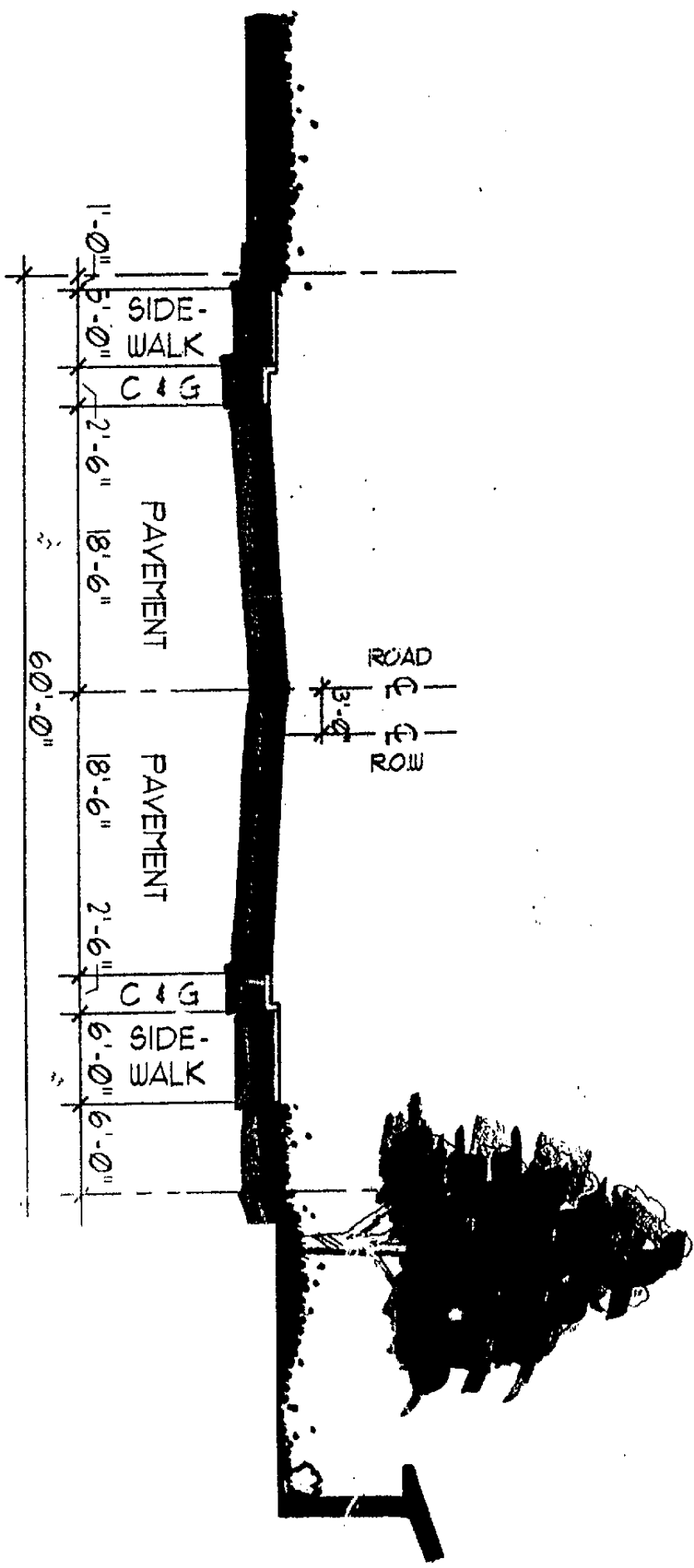


EXHIBIT "C"



COMMON NAME	PLANTING SIZE	SYMBOL	LEGEND
EVERGREEN TREES BLUE SPRUCE COLORADO SPRUCE AUSTRIAN PINE	8' - 12'		FIRE HYDRANT STREET LIGHT COMMUNITY GARDEN COMMUNITY EXERCISE/ WALKING TRAIL
DISIDEUIS TREES ASPEN	6' - 8'		
PLUM - THUNDERCLOUD HONEY LOCUST LINDEN MAPLE PEAR	1-3' clump 1' - 3" 2" 3"		
PLANTS SPIREA GOLDEN VIOLET DOGWOOD CYTINA PLUM BURNING BUSH HONYUCKLE	1 GAL 2 GAL 3 GAL		
EVERGREEN/EUONYMUS BUSHES WINTERGEM BOUYOHIL BERKMANC GOLDEN ABBONVITAE OLD GOLD JUNIPER BUFFALO JUNIPER GOLD TIP JUNIPER EUONYMUS - MAMMILLATA DWARF ENG. D. LAUREL	1 GAL 2 GAL 1 GAL		



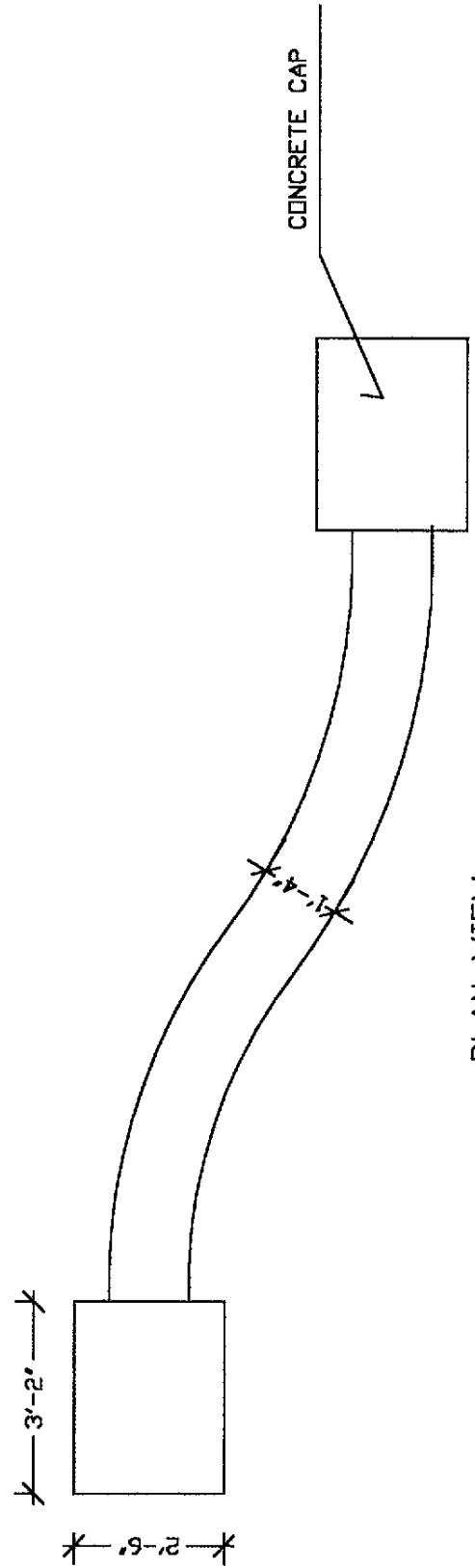
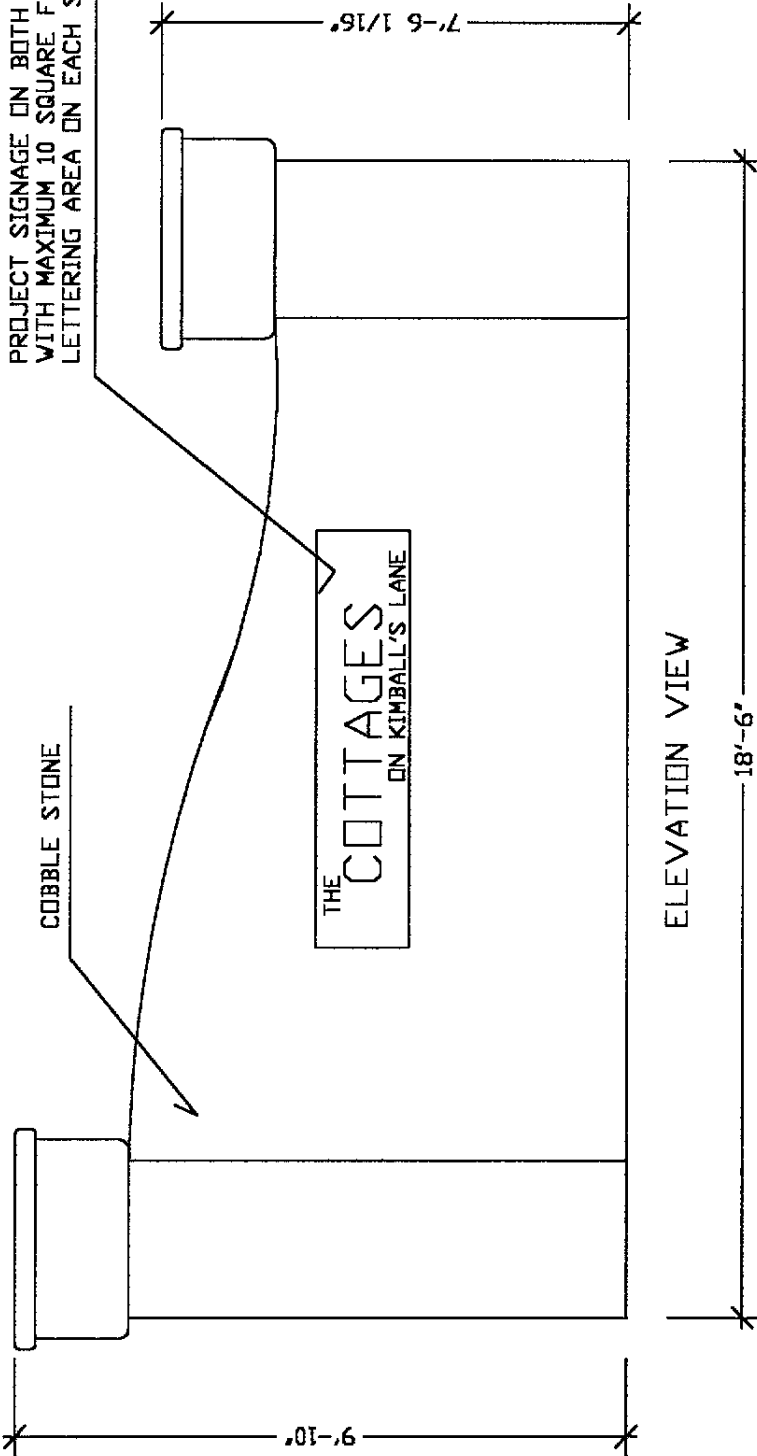


60' R.O.W. PROPOSED 150 EAST ST.



EXHIBIT "E"

PROJECT SIGNAGE ON BOTH SIDES OF ENTRY  
WITH MAXIMUM 10 SQUARE FEET OF SIGN  
LETTERING AREA ON EACH SIDE OF ENTRY.



PLAN VIEW



# DEVELOPMENT BOND ESTIMATE

## COTTAGES ON KIMBALL'S LANE

JUNE 6, 1996

Description	Unit	Quantity	Unit Cost	Total	Previous Request		Present Request		Balance
					% Comp.	Release	% Com.	Release	

### SITE WORK

Staking	LS			\$0.00			\$0.00		\$0.00
Site Cleaning	LS			\$0.00			\$0.00		\$0.00
Site Grading	LS			\$0.00			\$0.00		\$0.00
Road Excavation	CY		\$1.50	\$0.00			\$0.00		\$0.00
<b>SUBTOTAL</b>				<b>\$0.00</b>					

### WATER SYSTEM

6" Water Line	LF		\$9.00	\$0.00			\$0.00		\$0.00
8" Water Line	LF	700	\$11.00	\$7,700.00			\$0.00		\$7,700.00
12" Water Line	LF		\$15.00	\$0.00			\$0.00		\$0.00
1-4" Water Line	LF		\$6.00	\$0.00			\$0.00		\$0.00
6" Gate Valve	EA		\$350.00	\$0.00			\$0.00		\$0.00
8" Gate Valve	EA	3	\$500.00	\$1,500.00			\$0.00		\$1,500.00
12" Gate Valve	EA		\$650.00	\$0.00			\$0.00		\$0.00
Water Laterals 3/4X1" (boxes & yokes inc.)	EA	30	\$500.00	\$15,000.00			\$0.00		\$15,000.00
Cross	EA		\$400.00	\$0.00			\$0.00		\$0.00
Tees	EA	6	\$300.00	\$1,800.00			\$0.00		\$1,800.00
Bends	EA	10	\$200.00	\$2,000.00			\$0.00		\$2,000.00
Fire Hydrants	EA	2	\$1,500.00	\$3,000.00			\$0.00		\$3,000.00
Washout	EA		\$280.00	\$0.00			\$0.00		\$0.00
<b>SUBTOTAL</b>				<b>\$31,000.00</b>					

### SECONDARY WATER

6" Secondary Water Line	LF		\$9.00	\$0.00			\$0.00		\$0.00
8" Secondary Water Line	LF		\$11.00	\$0.00			\$0.00		\$0.00
10" Secondary Water Line	LF		\$13.00	\$0.00			\$0.00		\$0.00
6" Gate Valve	EA		\$350.00	\$0.00			\$0.00		\$0.00
8" Gate Valve	EA		\$500.00	\$0.00			\$0.00		\$0.00
10" Gate Valve	EA		\$600.00	\$0.00			\$0.00		\$0.00
Water Service	EA		\$250.00	\$0.00			\$0.00		\$0.00
Bends & Tees	EA		\$250.00	\$0.00			\$0.00		\$0.00
<b>SUBTOTAL</b>				<b>\$0.00</b>					

### STORM DRAIN

15" Storm Drain Pipe	LF		\$16.00	\$0.00			\$0.00		\$0.00
18" Storm Drain Pipe	LF		\$20.00	\$0.00			\$0.00		\$0.00
24" Storm Drain Pipe	LF	331	\$27.00	\$8,937.00			\$0.00		\$8,937.00
30" Storm Drain Pipe	LF		\$37.00	\$0.00			\$0.00		\$0.00
36" Storm Drain Pipe	LF		\$48.00	\$0.00			\$0.00		\$0.00
Catch Basin w/ grate	EA	1	\$1,200.00	\$1,200.00			\$0.00		\$1,200.00
Clean-out Box w/ lid	EA	1	\$1,700.00	\$1,700.00			\$0.00		\$1,700.00
Combo Box w/ grate & lid	EA		\$2,000.00	\$0.00			\$0.00		\$0.00
Stream Diversion Box	EA		\$2,500.00	\$0.00			\$0.00		\$0.00
Detention Basin Earthwork	LS			\$0.00			\$0.00		\$0.00
Inlet/Outlet Works	LS			\$0.00			\$0.00		\$0.00
Stream Channel Improvements	LS			\$0.00			\$0.00		\$0.00
<b>SUBTOTAL</b>				<b>\$11,837.00</b>					

### STREET IMPROVEMENTS

Road Sub-grade Preparation	SF	1,986	\$0.03	\$59.58			\$0.00		\$59.58
Roadbase in Place	SF	1,986	\$0.21	\$417.06			\$0.00		\$417.06
Asphalt Surface (3")	SF		\$0.50	\$0.00			\$0.00		\$0.00
Sidewalk (gravel base inc.)	LF	279	\$6.80	\$1,897.20			\$0.00		\$1,897.20
Curb and Gutter (gravel base inc.)	LF	309	\$7.10	\$2,193.90			\$0.00		\$2,193.90
Concrete Waterway	LF		\$19.50	\$0.00			\$0.00		\$0.00
<b>SUBTOTAL</b>				<b>\$4,567.74</b>					

### MISCELLANEOUS

Survey Monuments	EA	1	\$300.00	\$300.00			\$0.00		\$300.00
Fencing	LF		\$6.20	\$0.00			\$0.00		\$0.00
Street Sign	EA	2	\$200.00	\$400.00			\$0.00		\$400.00
Hydroseed Park	AC		\$1,500.00	\$0.00			\$0.00		\$0.00
Utility Crossing	LF		\$6.30	\$0.00			\$0.00		\$0.00
Street Lights (18' pole)	EA		\$1,200.00	***	\$0.00	to be paid directly to Draper City			
Street Lights (35' pole)	EA	1	\$1,500.00	***	\$1,500.00	to be paid directly to Draper City			
<b>SUBTOTAL</b>				<b>\$700.00</b>	<b>\$1,500.00</b>	<b>TOTAL To be paid directly to Draper City</b>			

Total Construction Estimate  
 Total Guarantee Required (110%)  
 Total Release Approved (90%)

**\$48,104.74**

**\$52,915.21**

**\$0.00**

**\$0.00**

DATE: \_\_\_\_\_

CITY ENGINEER

DATE: \_\_\_\_\_

DEVELOPER

H:\QPRO\COTKIMB.WQ2

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7732933  
10/05/2000 09:24 AM NO FEE  
Book - 8392 Pg - 5455-5465  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
12441 S 900 E  
DRAPER UT 84020  
BY: RDJ, DEPUTY - MI 11 p.

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