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Book - 8511 Pg - 2663-2683
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: RD.J. DEPUTY - WI 21 P.

**VIVANTE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this 21st day of August, 2001, by and between Trophy Homes LC, and/or assigns, (herein "Developer(s)") for the land to be included in or affected by the project located at approximately 3100 South Lester Avenue, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein "City").

RECITALS

WHEREAS, Developer has or will have purchased approximately 17.75 acres of real property located within the City limits of West Valley City, Utah as described in Exhibit "A" (the "Property"), on which it proposes the development of a PUD to be known as Vivante (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement; and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives and which addresses the more specific planning issues set forth in this agreement and is willing to abide by the terms of this Agreement; and

WHEREAS, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

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15-27-404-016
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2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees and compliance with the City's design and construction standards.

4. **Specific Development Standards.** The development and construction of the Project shall be consistent with those specific design conditions set forth in Exhibit "B."

5. **Additional Specific Development Standards.** The entrance feature, streetscape design, and open space requirements shall comply with those specific design conditions set forth in Exhibit "C".

6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

8. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. **Integration.** This Agreement contains the entire agreement between the parties

with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature any may only be modified by a subsequent writing duly executed and approved by the parties hereto.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Trophy Homes
Wayne Corbridge
758 South 400 East Suite 203
Orem, Utah 84097

West Valley City
John Patterson, City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

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

11. **Law.** Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah.

12. **Court Costs.** In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

EXECUTED as of the 15th day of October, 2001.



WEST VALLEY CITY

Garold F. Wright
MAYOR

Ashley McKendrick
CITY RECORDER

TROPHY HOMES LC

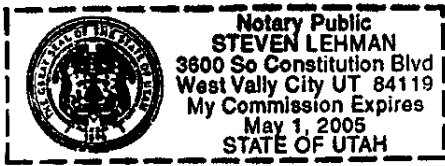
Trophy Homes LC
By Wayne H. Corbridge
MANAGING MEMBER

STATE OF UTAH)

)ss.

COUNTY OF SALT LAKE)

On the 10 day of OCTOBER, 2001, personally appeared before me Wayne H. Corbridge, who being by me duly sworn, did say that he is the MANAGING MEMBER of Trophy Homes, LC, and the foregoing instrument was signed on behalf of said L.C. by authority of its members and acknowledged to me that said L.C. executed the same.



Steven Lehman

Notary Public

My Commission Expires: 5-1-2005

EXHIBIT "A"

Boundary Description for Vivante Townhomes

Beginning North 89°53'42" East 781.46 feet and South 0°06'18" East 40.00 feet from the Center of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'42" East 367.76 feet; thence South 0°01'18" East 382.88 feet; thence North 89°58'42" East 95.00 feet; thence South 0°01'18" East 87.26 feet; thence South 89°51'27" West 95.00 feet; thence South 0°01'18" East 50.00 feet; thence South 89°51'27" West 429.24 feet; thence North 11°08'56" West 47.90 feet; thence North 45°00'00" East 29.03 feet; thence North 52.22 feet; thence North 45°00'00" West 35.49 feet; thence North 18°39'40" East 52.15 feet; thence North 11°14'37" West 41.82 feet; thence North 9°42'00" East 59.77 feet; thence North 25°53'08" East 132.51 feet; thence North 15°32'17" East 18.65 feet; thence North 11°40'15" West 68.76 feet; thence North 18°57'58" East 23.31 feet to the point of beginning.

Contains 221,101 square feet or 5.08 acres.

Boundary Description for Vivante Condominiums

Beginning North 89°53'42" East 321.43 feet and South 0°06'18" East 40.00 feet from the Center of Section 27, Township 1 South Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'42" East 390.46 feet; thence South 23°53'18" East 19.85 feet; thence South 17°42'44" West 39.57 feet; thence South 11°37'08" East 54.79 feet; thence South 15°30'08" West 31.06 feet; thence South 33°00'41" West 90.77 feet; thence South 11°43'09" West 103.83 feet; thence South 12°40'12" East 54.35 feet; thence South 45°00'00" West 27.26 feet; thence South 21°45'55" West 84.49 feet; thence South 109.84 feet; thence South 14°10'12" East 33.69 feet; thence South 89°51'15" West 306.24 feet; thence North 0°08'45" West 735.27 feet to the point of beginning.

Contains 246,118 square feet or 5.56 acres.

Boundary Description for Vivante Estates

Beginning North 89°53'42" East along the Section Line 1364.27 feet, and South 0°02'18" East 33.00 feet from the Center of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°01'18" East 741.53 feet; thence South 89°51'15" West 688.00 feet to a point on a 356.50 foot radius curve to the right, and the East Right of Way line of Lester Street, the center of said curve bears North 89°57'07" East, thence Northerly along the arc of said curve and said East Right of Way line through a central angle of 14°40'47", 91.34 feet to a point of reverse curve; thence Northerly along the arc of a 393.50 foot radius curve to the left, and said East Right of Way line through a central angle of 14°37'54", 100.49 feet to a point of tangency; thence North along said East Right of Way line 24.67 feet; thence North 89°51'27" East 448.55 feet; thence North 0°01'18" West 50.00 feet; thence North 89°51'27" East 95.00 feet; thence North 0°01'18" West 87.26 feet; thence South 89°58'42" West 95.00 feet; thence North 0°01'18" West 389.88 feet; thence North 89°53'42" East 215.04 feet to the point of beginning.

Contains 249,605 square feet or 5.73 acres. 42 Lots

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EXHIBIT B

VIVANTE

COMMUNITY OVERVIEW

Vivante is a mixed-use community consisting of three neighborhoods which are integrated into one overall, master planned community. The three neighborhoods are Vivante Town Homes, Vivante Terrace Condominiums and Vivante Estates (see the attached colored site plan prepared by Blake McCutchan). Each neighborhood is unique with regards to the type and style of housing it provides and yet, all three neighborhoods are integrated together by use of the following design elements:

- **Pedestrian Access** - The neighborhoods are linked together by pathways which will encourage pedestrian and bicycle use. For example, the neighborhood park in the single family neighborhood, Vivante Estates, also opens into the Vivante Town Home neighborhood and includes a pathway providing access between and through the two neighborhoods. Sidewalks along Lester Street and 3100 South have been detached from the street and buffered from the street by landscaped park strips thereby creating inviting pedestrian pathways which connect the Vivante Terrace Condominium neighborhood with the other two neighborhoods (see the attached exhibit of street cross sections). Another pathway provides access through the Vivante Terrace Condominium neighborhood connecting into the commercial property to the west at the northern boundary of the Days Inn Hotel providing access to retail services along Redwood Road.
- **Pathway to the Cultural Center** - Along 3100 South there will be a 8' wide pathway that will be part of a future system of paths leading to the proposed Cultural Center and Amphitheater to the east. This pathway has also been detached from the street and buffered from the street by a large landscaped park strip.
- **Amenities** - The community will have numerous amenities shared between the neighborhoods. Vivante Estates and Vivante Town Homes will share a neighborhood park that will include a tot lot play ground area. Vivante Town Homes and Vivante Terrace Condominiums will share a central clubhouse facility that will include a fully equipped exercise center, locker rooms, outdoor swimming pool and sun bathing area. These two neighborhoods will also share other amenities including a barbeque and picnic area. These two neighborhoods will be integrated into one home owner's association that will manage all of the maintenance of the exteriors of the buildings as well as the maintenance of all of the landscaping and amenities.
- **Architectural Design** - The town homes and condominiums have been designed to reflect a "french country" architectural theme. This theme is more detailed and more expensive to build but creates a sense of quality and charm that is very appealing. This theme incorporates steeper roof pitches, steeper gables, shutters on windows, arched architectural details, rich colors in building materials, etc.

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- **Street Lights and Landscaping** - A decorative street light compatible with french country architecture will be installed in all three neighborhoods (see the attached photo of the street light). The main entrance into the community will be at Lester Street. A large entry monument will be constructed out of masonry and stucco and will include a marble inset in which the name "Vivante" will be sand blasted into the marble (see attached exhibit of the "Front Entry Perspective" and "Front Entry Elevation". Both sides of Lester, at the entrance, will be highly landscaped to create an exciting and strong first impression of quality and attention to detail. The entrance into Vivante Estates at 3100 South will likewise include enhanced landscaping with an entry monument that will reflect a similar design theme as the main entrance at Lester Street. Incidentally, all landscaping will be designed to be water conservative. "Water wise" irrigation and maintenance will be employed to minimize water usage.
- **Round-a-bout** - Another distinctive element of the site plan and landscape design will be the round-a-bout that will be at the center of the community on Lester Street. This design element is intended to calm traffic and enhance the pedestrian safety and enjoyment and lessen the impact of vehicular traffic on the community. It also provides an interesting and beautiful design element at the main entrance into the Vivante Terrace Condominium neighborhood and the secondary entrance into Vivante Estates.

VIVANTE TOWN HOME NEIGHBORHOOD

There will be 70 town homes in this neighborhood. They will be built in combinations of 4 and 6 homes per building. The town homes on the ends of the buildings will have two-car garages. The town homes in the interior of the buildings will have single-car garages. They all have two stories and three bedrooms. The interior homes will have approximately 1257 square feet and the end homes will have approximately 1408 square feet. The main floor will have ceilings which are 9 feet high. All homes have private rear yards which will be fenced with 6' white vinyl fencing. Exterior building materials will be stucco on the front with a combination of stucco and vinyl siding on the sides and rear elevation (see attached building elevations by Perlman Architects, sheets A-4.1 and A-4.2 for the four-plex and sheets A-4.1 and A-4.2 for the six-plex). Colors will be warm earthtones reflective of the "Old World" and french country design. The town home building on the corner of Lester Street and 3100 South will have an enhanced rear elevation due to it's prominent position at the entry into the community (see the attached "Alt. Rear Elevation" sheet A-4.3 by Perlman Architects).

TERRACE CONDOMINIUM NEIGHBORHOOD

There will be 9 buildings in this neighborhood with each building containing 12 terrace condominium homes resulting in a total of 108 homes. Each floor will have 4 single-level homes. The four homes on the main floor will have no stairs and will be wheel chair accessible. These homes often appeal to senior citizens who want main-floor living without stairs. 24 four

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of the homes will have 2 bedrooms and approximately 1032 square feet and 84 of the homes will have 3 bedrooms and approximately 1247 square feet. Each home will have an assigned covered parking space. The neighborhood exceeds the parking required by code providing ample parking for residents and guests. The buildings will be constructed with a combination of stucco, cultured stone and vinyl siding. The stone will wrap around the main floor of the building in keeping with the french country design providing a sense of mass at the foundation. The colors will be warm earthtones again reflective of the "Old World" and french country design. Each home will have a private terrace or balcony (see the elevations on the attached sheets A-4 and A-5 by Scholz & Associates).

VIVANTE ESTATES SINGLE FAMILY NEIGHBORHOOD

This neighborhood will include 42 lots for single-family, detached homes. The minimum home size will be 1200 square feet. All homes will include a two-car garage and private rear yard. The homes will be constructed with a combination of brick or stone, stucco and vinyl siding. A minimum of 80% of the homes will have front elevations constructed of stucco with brick or stone accents or wainscots. Up to 20% of the homes, for variety purposes, may have front elevations constructed of vinyl siding if they have stone or brick accents or wainscots. Side and rear elevations may be constructed of vinyl siding or stucco. Roof pitches shall be a minimum of 5:12. Architectural design compatible with french country architecture is highly encouraged. The intent for this neighborhood is to provide a variety of plans and elevations and to vary the garage orientation so as to minimize the impact of the garage on the street scene. The following design considerations are highly encouraged:

1. A minimum of 25% of the homes shall have front porches.
2. No two adjacent homes shall have the same elevation or the same color scheme.
3. The location and treatment of the garage relative to the street shall be a critical design consideration. The following design considerations shall be implemented where feasible:
 - a. It is desired that at least 25% of the homes have either side-load garages or garages that are recessed a minimum of 4 feet from the front elevation of the house.
 - b. Garages that are flush with the front elevation or that protrude forward of the front elevation shall incorporate the following design techniques:
 1. Windows in the garage door
 2. Garage doors painted a color other than white so as to blend into the color scheme of the house and not stand out.
 3. "Pop-outs" or framed elements extending outward a minimum of 12 inches beyond the garage door and wrapping around the garage door so as to create a shadow line on the garage door and to create a sense of the garage being recessed.
4. To further improve the street scene and lessen the impact of the garages, if the garages for two adjacent homes are side by side, then the front yard set backs to the garages shall be staggered or varied a minimum of 2 feet.
5. Fences shall be installed by the home builder which connect between adjacent houses. In

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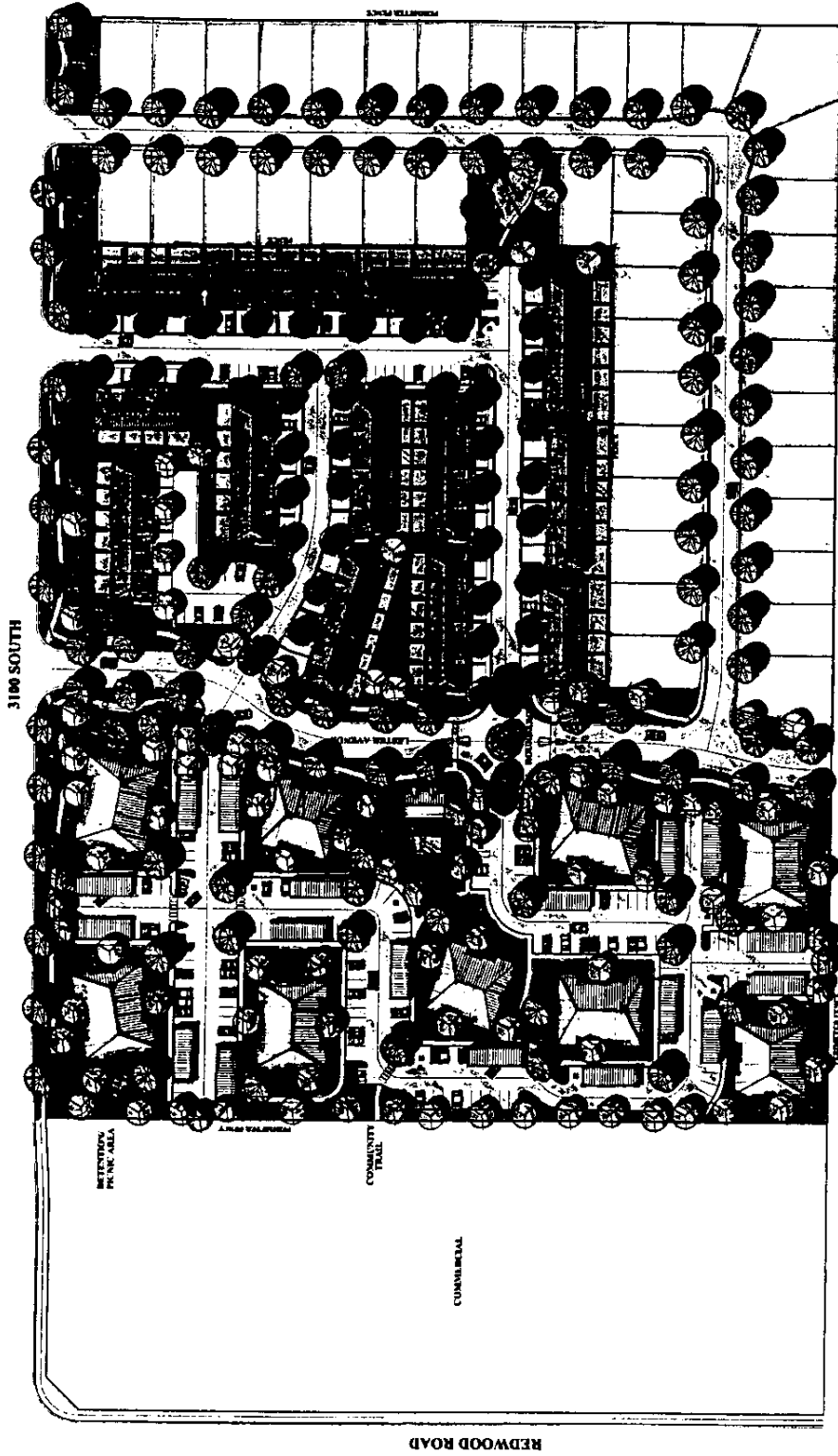
other words, these are fences which extend from the house to the side yard. Said fences shall not be the same distance back from the street on any two adjacent lots but shall be staggered so as to further break up the street scene and provide variety. Please refer to the attached Concept Plan prepared by Blake McCutchan Landscape Architects on behalf of John Laing Homes for this site. This Concept Plan shows how the side yard fences might be staggered and shows how the home set backs and the garage placement can be varied to create a more interesting street scene. The boundary fencing along the rear yards of the lots will be 6 feet vinyl privacy fence installed by the home builder.

The minimum set backs for these lots shall be as follows:

- Front yard - 20 feet to the garage if it is a front load garage. 15 feet to the garage if it is a side loaded garage. 15 feet to the front porch. As discussed above, front yard set backs shall be varied and staggered so as to create a more interesting street scene.
- Side yard - 5 feet
- Rear yard- 15 feet

There will be a home owner's association for Vivante Estates that will manage all of the maintenance of the private road and the common area landscaping and amenities.

EXHIBIT "C"



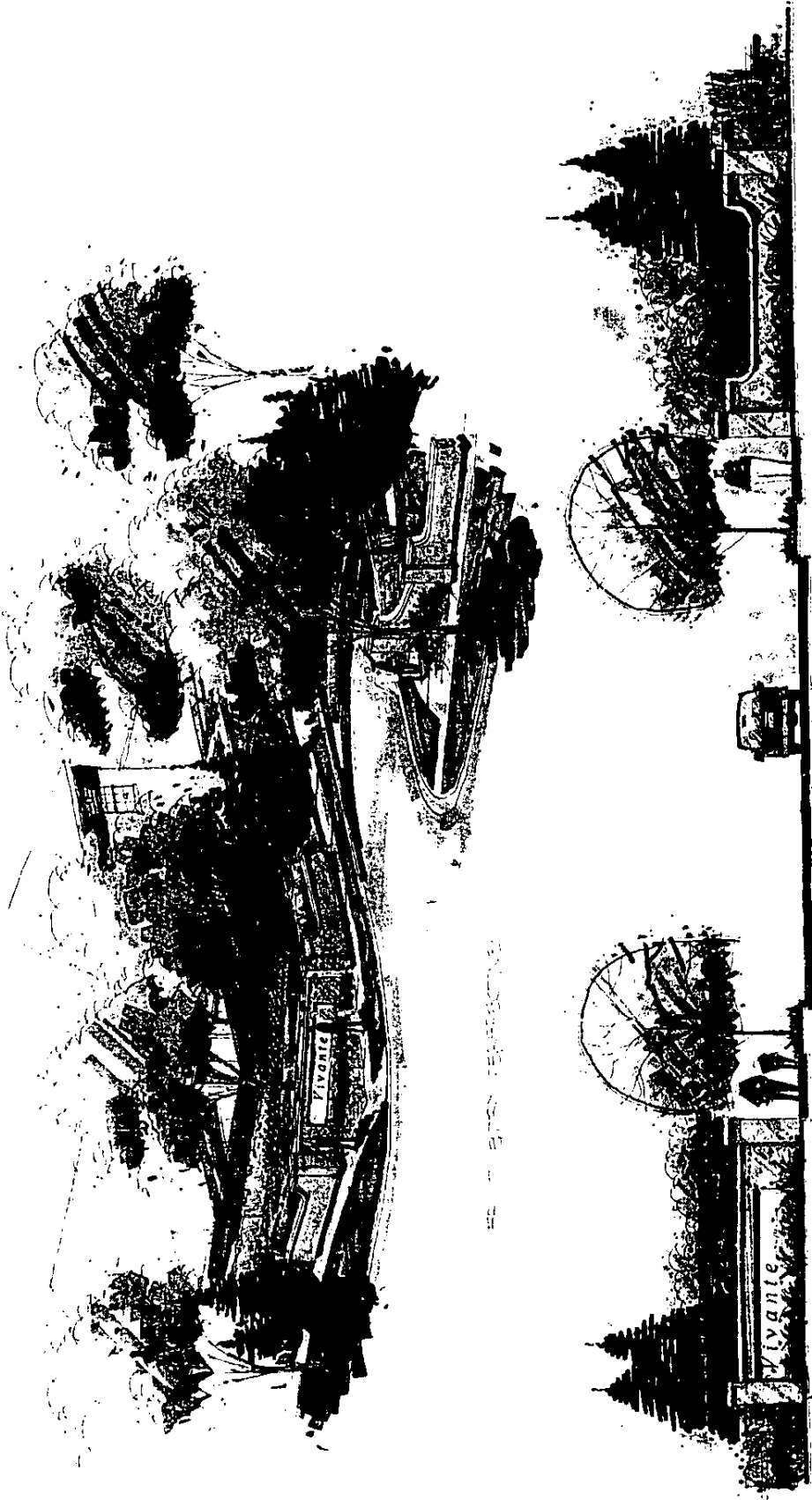
VIVANTE

Mixed Use Development

Trophy Homes
 758 South 400 East, Suite 203
 Orem, Utah 84097



EXHIBIT "C"



ARCHITECTURAL RENDERING - SCALE 1/8" = 1'-0"

VIVANTE
 Mixed Use Development

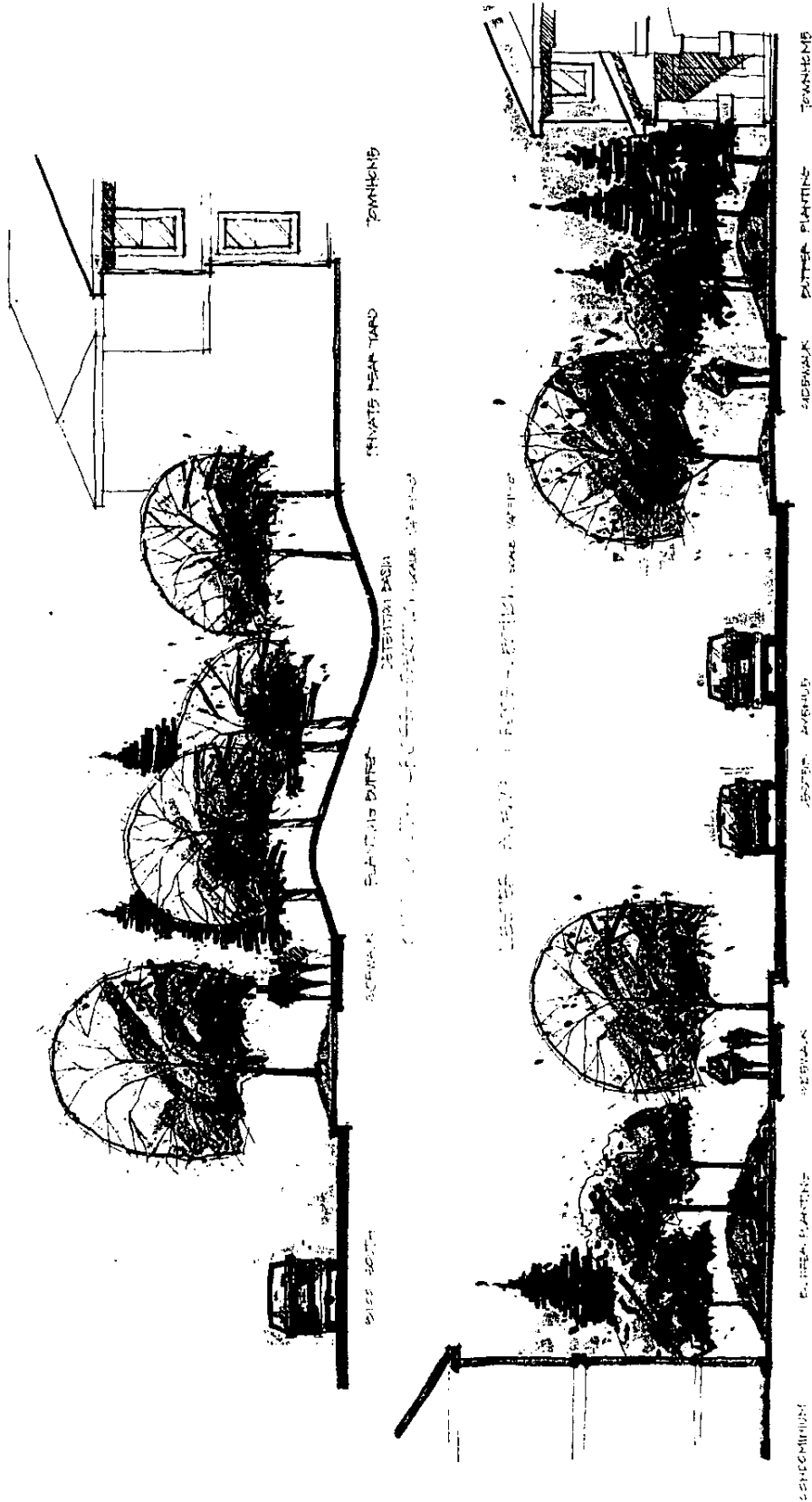
March 15, 2001

Trophy Homes
 758 South 400 East, Suite 203
 Orem, Utah 84097



BK 8511 PG 2673

EXHIBIT "C"



VIVANTE
Mixed Use Development

March 15, 2001

Trophy Homes
758 South 400 East, Suite 203
Orem, Utah 84097



BK 851 | PG 2674

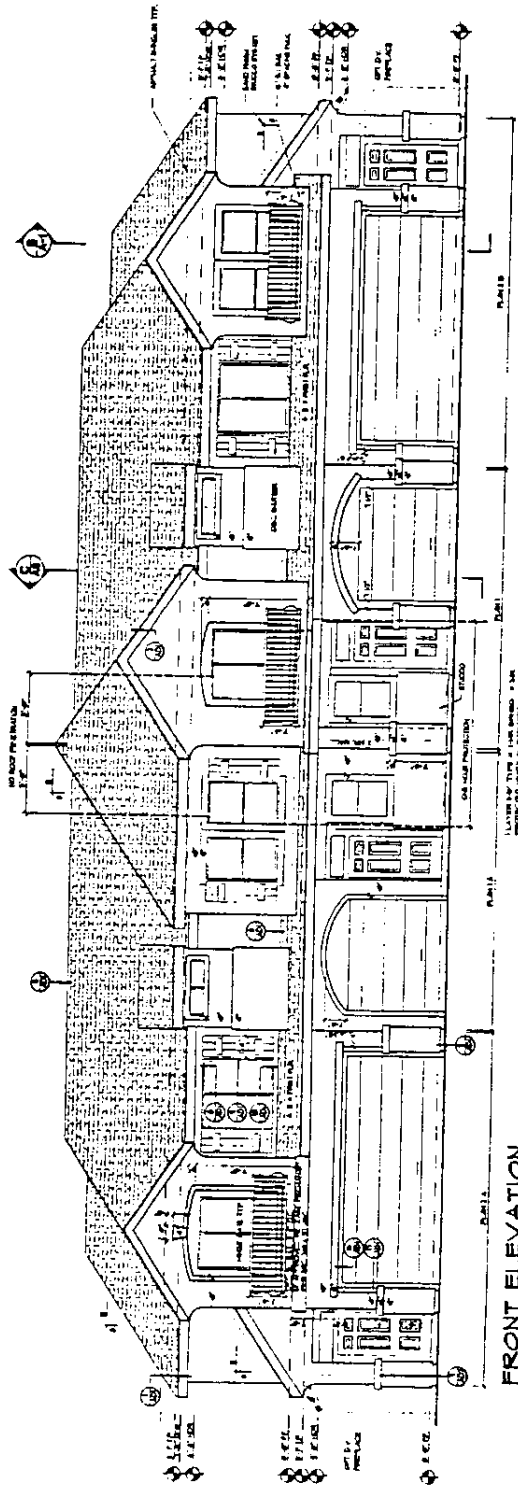
201008
 Valente
Deanna
 ARCHITECT
 4700 SOUTH AVENUE
 SUITE 100
 DENVER, CO 80231
 (303) 733-1111
 WWW.DEANNAARCHITECT.COM

1	FRONT ELEVATION
2	REAR ELEVATION
3	SECTION
4	SECTION
5	SECTION
6	SECTION
7	SECTION

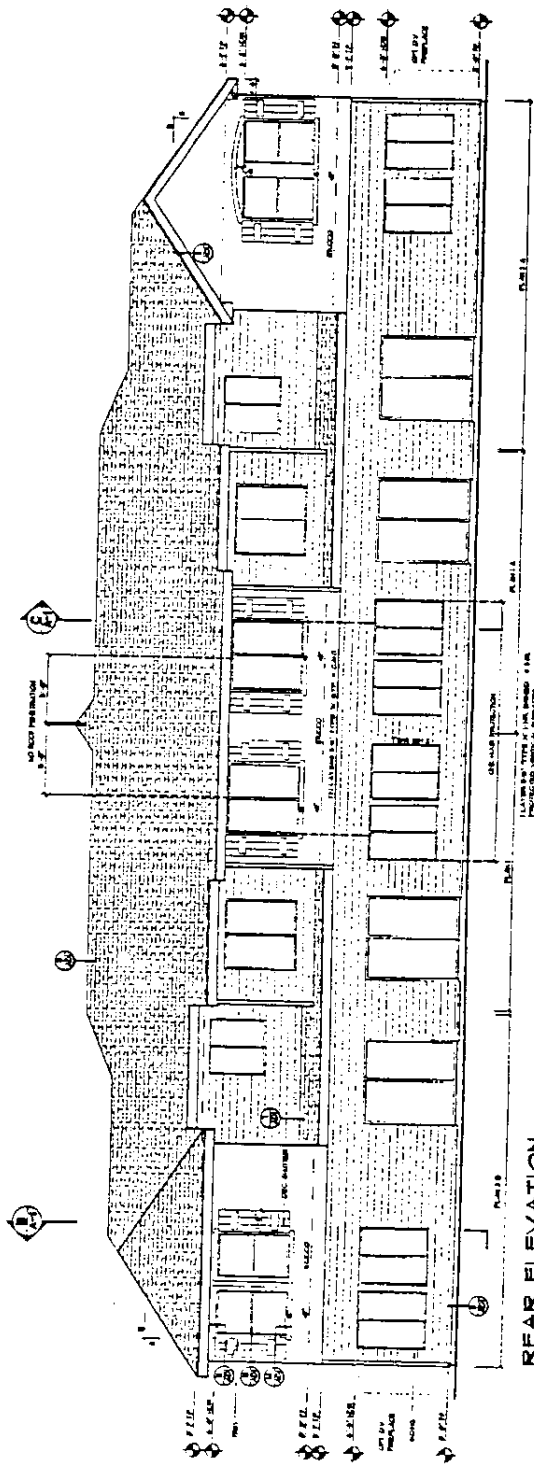
Valente
 Four-plex
 W. Valley City, Utah
 Trophy Homes

Drawn/Checked by: CM /
 Date: April 18, 2000
 Project Number: 201008
 Sheet Number:

A-4.1
 Exterior Elevations



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

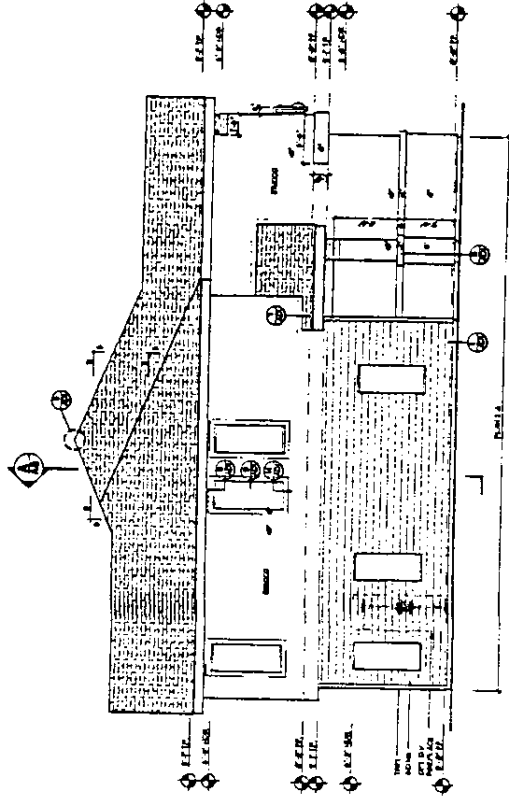


REAR ELEVATION
SCALE: 1/4" = 1'-0"

BK 8511 PG 2675

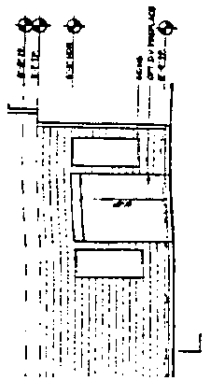
PERMANENT ARCHITECTURE OF
 PERMANENT ARCHITECTS
 1100 N. KANAWHA
 SUITE 101
 KEOKUK BEACH, IOWA 52632
 PHONE: 319-335-1111
 FAX: 319-335-1112

1	1
2	2
3	3
4	4



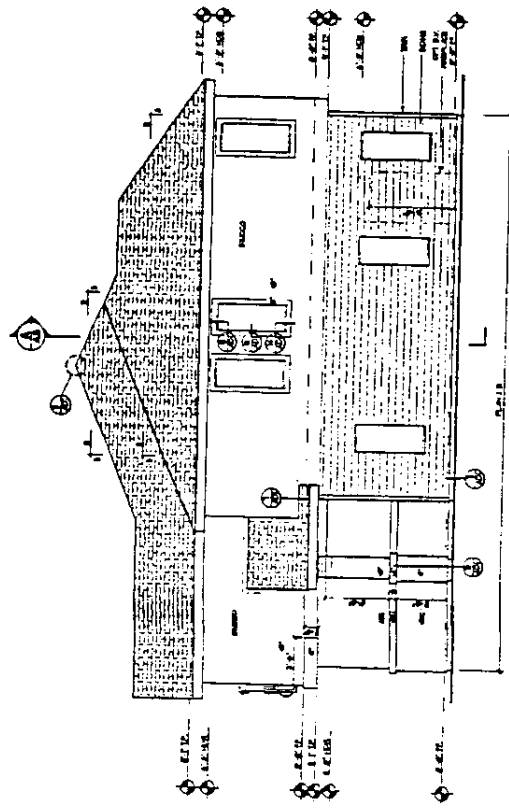
LEFT ELEVATION

SCALE: 1/4" = 1'-0"



ELEVATION • OPT. FIREPLACE

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

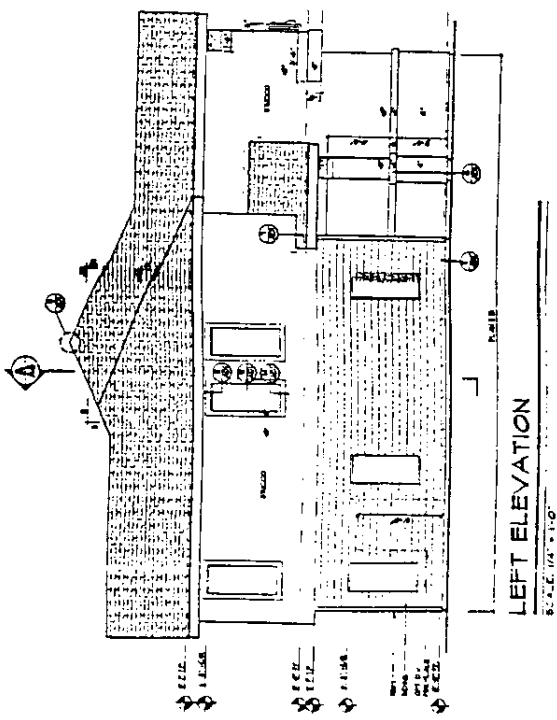
Vivante
 Four-Flex
 West Valley City, Utah
 Trophy Homes

Drawn/Checked By: CM /
 Date: April 18, 2000
 Project Number: 201008
 Sheet Number:

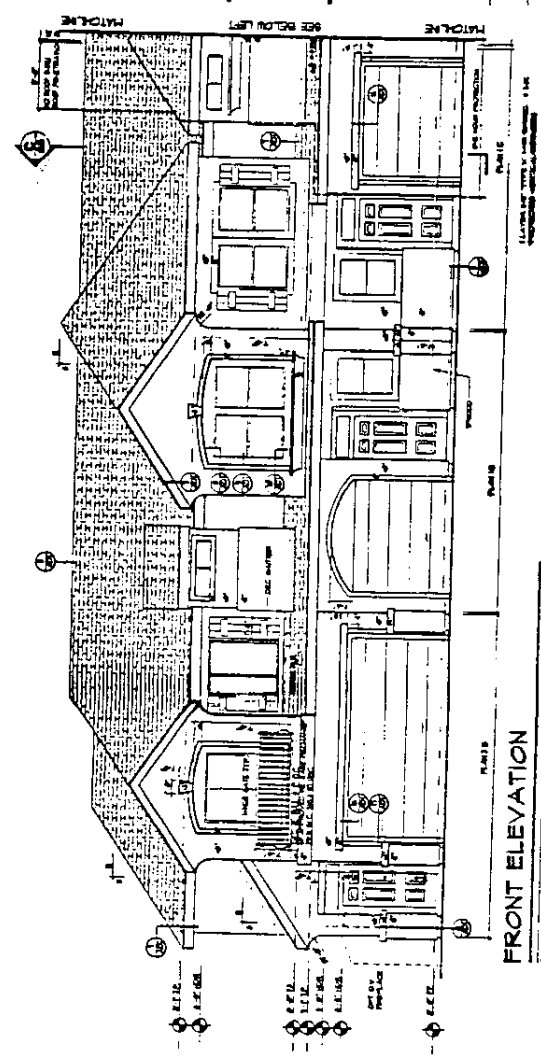
A-4.2
 Exterior Elevations

2008.1
 Vantage
 PROJECT ARCHITECTS, P.C.
 4700 SOUTH MOUNTAIN
 SUITE 100
 SALT LAKE CITY, UT 84119
 TEL: (801) 488-8800 FAX: (801) 488-8801
 WWW.VANTAGEARCHITECTS.COM

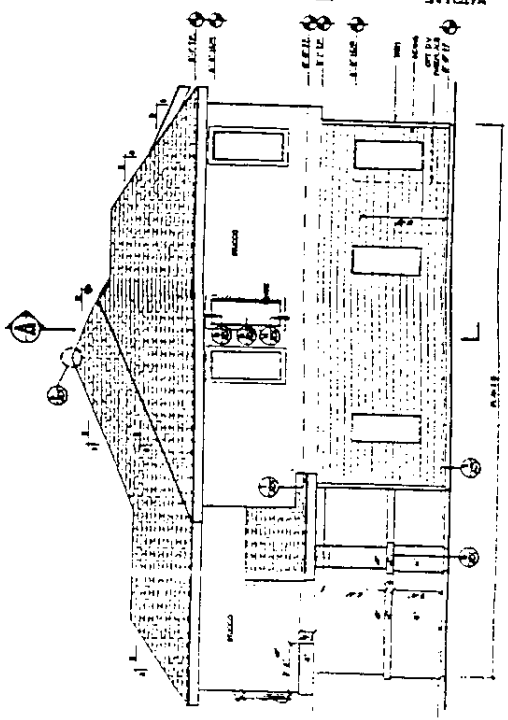
VANTAGE ARCHITECTS, P.C.
 4700 SOUTH MOUNTAIN
 SUITE 100
 SALT LAKE CITY, UT 84119
 TEL: (801) 488-8800 FAX: (801) 488-8801
 WWW.VANTAGEARCHITECTS.COM



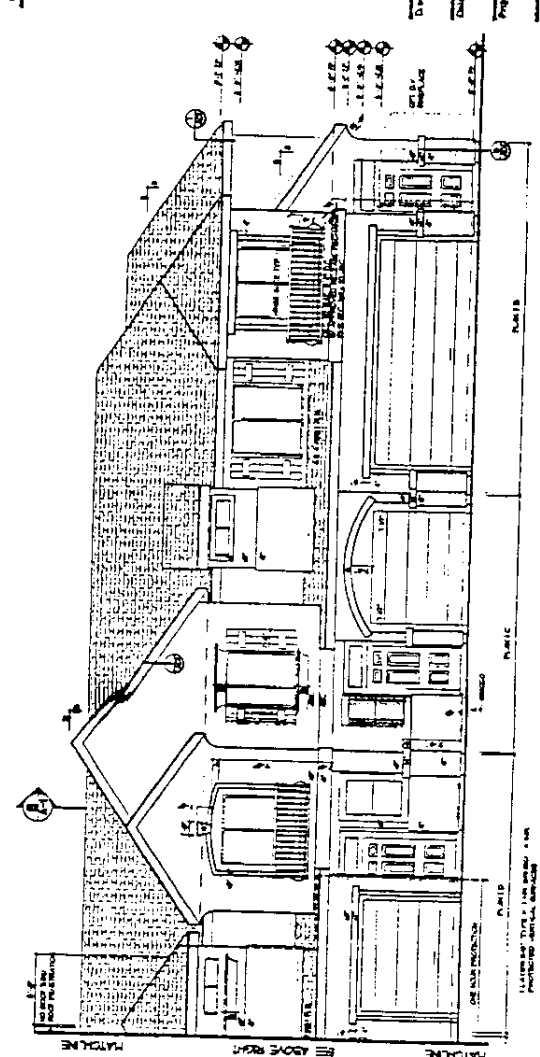
LEFT ELEVATION
 SCALE: 1/4" = 1'-0"



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
 SCALE: 1/4" = 1'-0"



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"

Vivante
 Six-Plus
 We Build Homes in
 Salt Lake City, Utah
 for Trophy Homes

Date: 10/21/11
 Drawn by: JTB
 Project Number: 2011008
 Sheet Number:

A-4.1
 Exterior Elevations

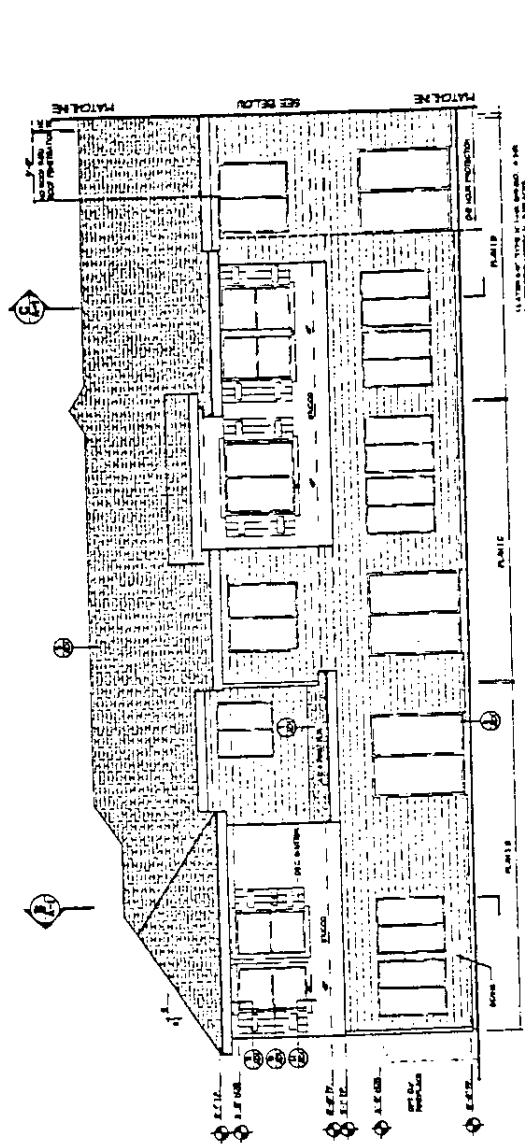
DESIGN
 ARCHITECT
Perman
 PERMAN AND ASSOCIATES OF
 UTAH
 1100 SOUTH MAIN
 SUITE 100
 WEST VALLEY CITY, UTAH 84115
 PHONE: (435) 335-1100
 FAX: (435) 335-1101

PROJECT NO. 201008
 SHEET NO. A-4.2
 DATE: APRIL 26, 2000
 DRAWN BY: [Name]
 CHECKED BY: [Name]

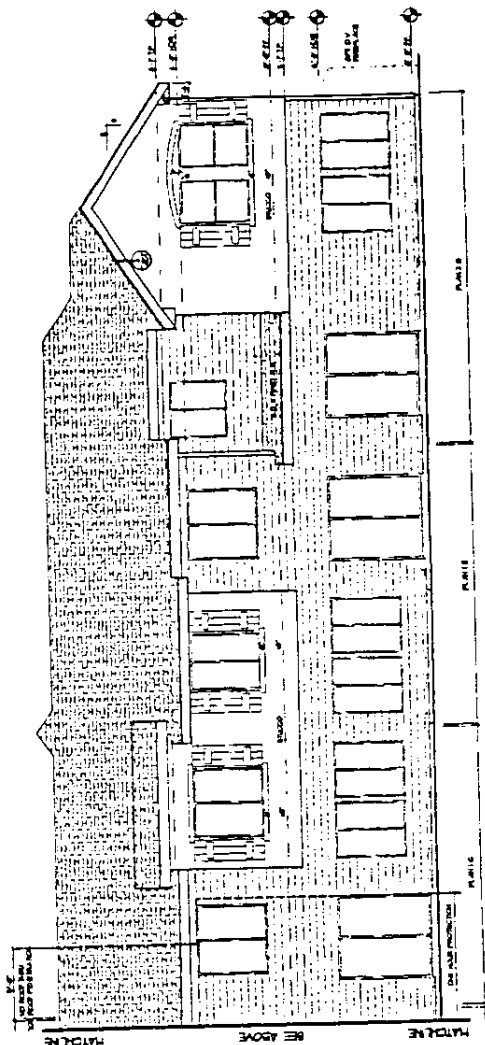
Vivante
 Six-Plex
 Valley City, Utah
 or Trophy Homes

Drawn/Checked By: CM /
 Date: April 26, 2000
 Project Number: 201008
 Sheet Number:

A-4.2
 Exterior Elevations



REAR ELEVATION
 SCALE: 1/4" = 1'-0"



REAR ELEVATION
 SCALE: 1/4" = 1'-0"

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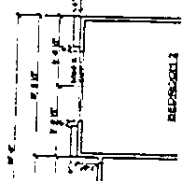
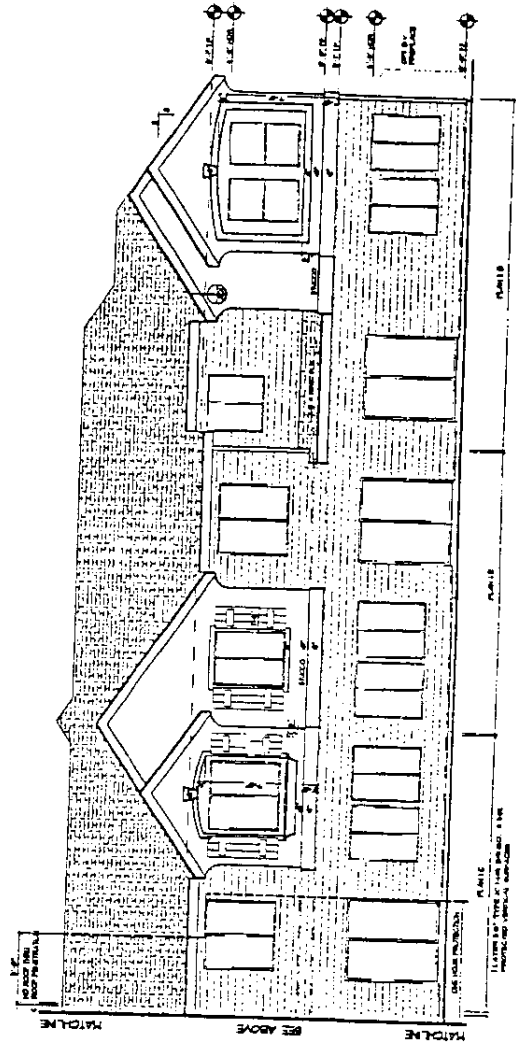
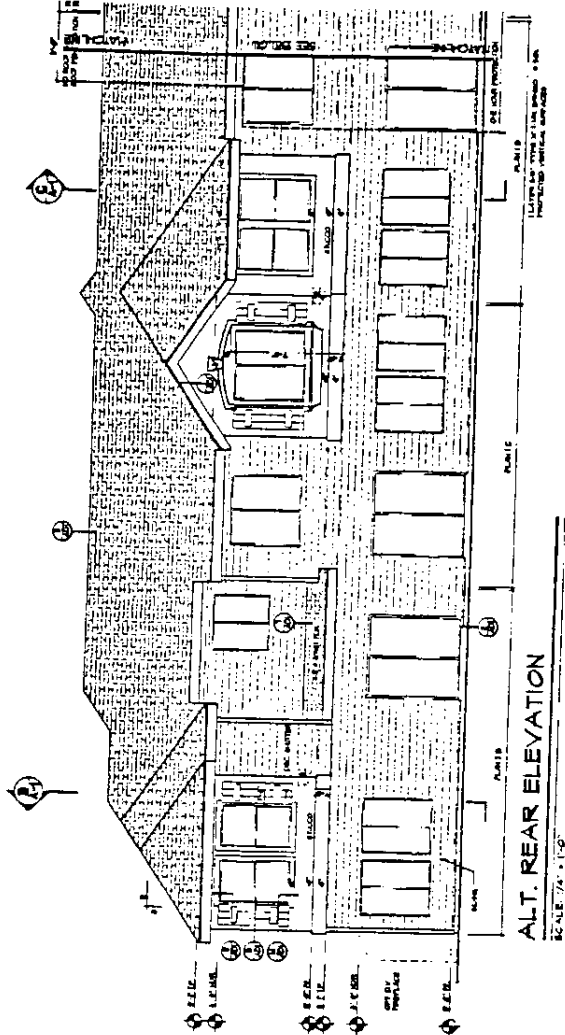
PERMANENT ARCHITECT OF RECORD
 PERMANENT ARCHITECTS, INC.
 4700 VON KARMAN BLVD.
 SUITE 100
 WEST WALT BEACH, CALIFORNIA
 92683-1500 (714) 761-1500

PROJECT NO. 201008
 SHEET NO. A-4.3
 DATE: APRIL 26, 2000

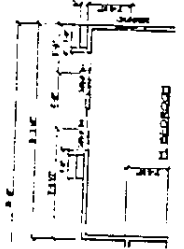
Vivante
 Six-Plex
 W. Valley City, Utah
 W. Roddy Homes

Drawn/Checked by: CM /
 Date: April 26, 2000
 Project Number: 201008
 Sheet Number: A-4.3

A-4.3
 ALT. REAR ELEV.

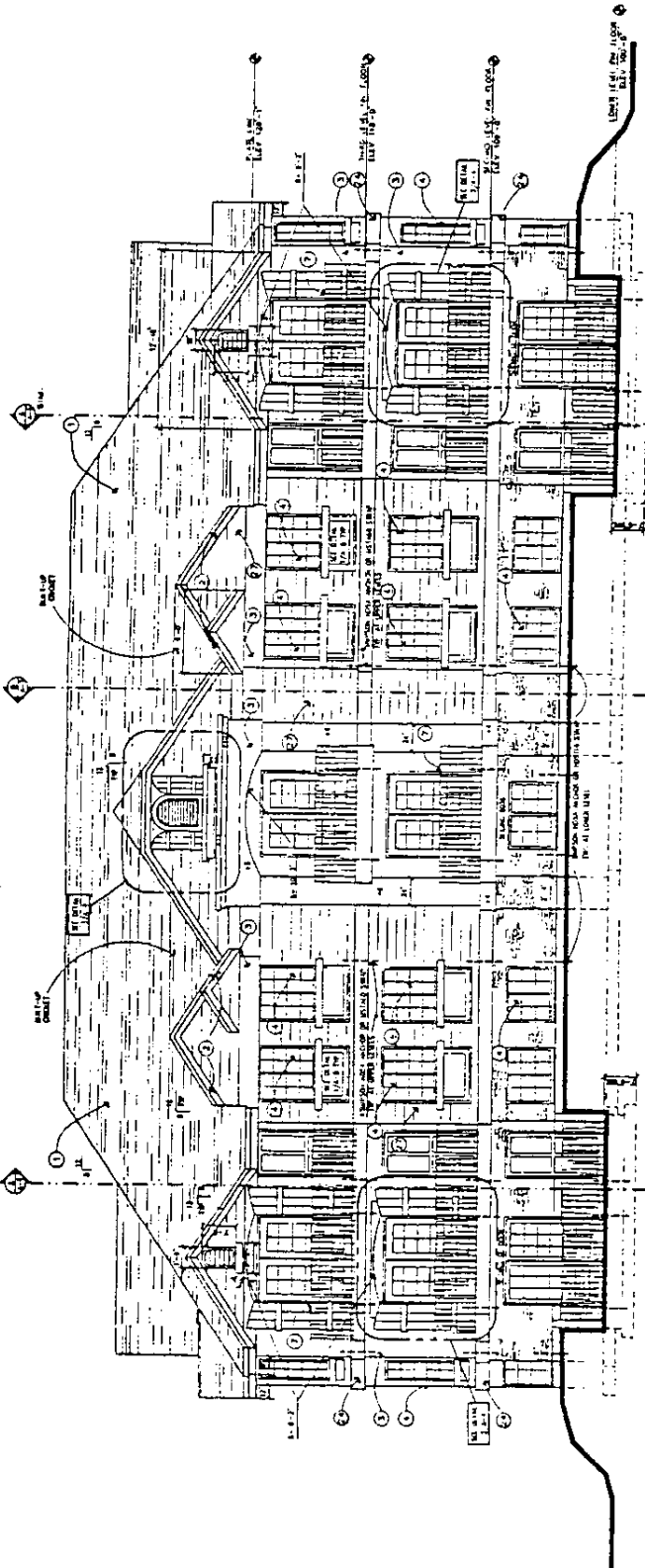


FLOOR PLAN - 1C @ ALT. REAR ELEV.
 SCALE 1/4" = 1'-0"
 SEE REF. A IN OUR SECTION PLANS



FLOOR PLAN - 2B @ ALT. REAR ELEV.
 SCALE 1/4" = 1'-0"
 SEE REF. A IN OUR SECTION PLANS

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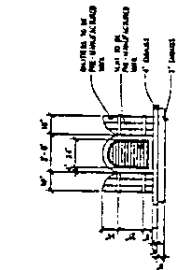
FRONT ELEVATION
SCALE 1/4" = 1'-0"

12-PLEX A BUILDING

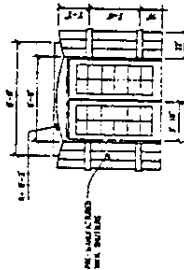
- LIST OF MATERIALS AND NOTES**
1. ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
 2. ALL MATERIALS TO BE SUPPLIED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
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DETAIL
SCALE 1/4" = 1'-0"



DETAIL
SCALE 1/4" = 1'-0"



SCHOLZ + ASSOCIATES
ARCHITECTURE • PLANNING • INTERIOR DESIGN



VIVANTE TERRACE HOMES
WEST VALLEY CITY, UTAH

A-5

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NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	50	TON	200.00	10000.00
3	BRICK	1000	SQ YD	10.00	10000.00
4	CEMENT	200	TON	100.00	20000.00
5	SAND	1000	CY	10.00	10000.00
6	GRAVEL	1000	CY	10.00	10000.00
7	ASPHALT	1000	SQ YD	10.00	10000.00
8	PAVING	1000	SQ YD	10.00	10000.00
9	CONCRETE	100	CU YD	120.00	12000.00
10	STEEL	50	TON	200.00	10000.00
11	BRICK	1000	SQ YD	10.00	10000.00
12	CEMENT	200	TON	100.00	20000.00
13	SAND	1000	CY	10.00	10000.00
14	GRAVEL	1000	CY	10.00	10000.00
15	ASPHALT	1000	SQ YD	10.00	10000.00
16	PAVING	1000	SQ YD	10.00	10000.00
17	CONCRETE	100	CU YD	120.00	12000.00
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22	GRAVEL	1000	CY	10.00	10000.00
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24	PAVING	1000	SQ YD	10.00	10000.00
25	CONCRETE	100	CU YD	120.00	12000.00
26	STEEL	50	TON	200.00	10000.00
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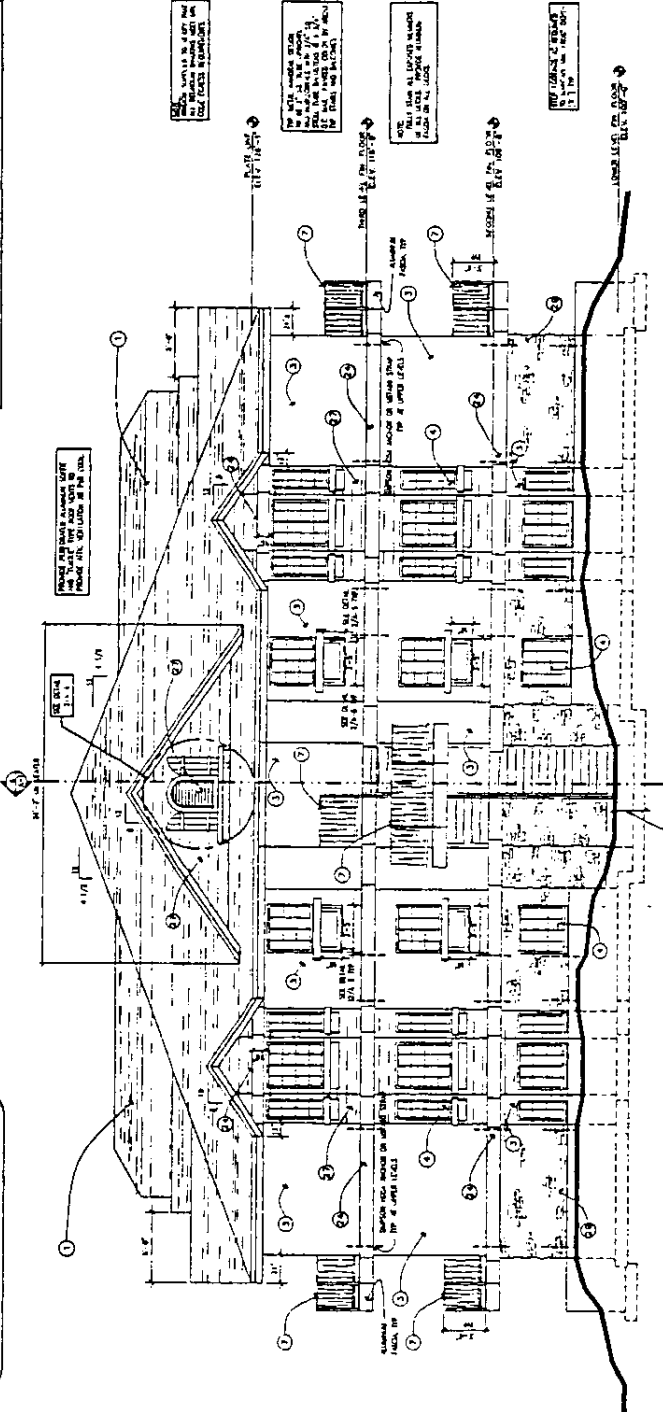
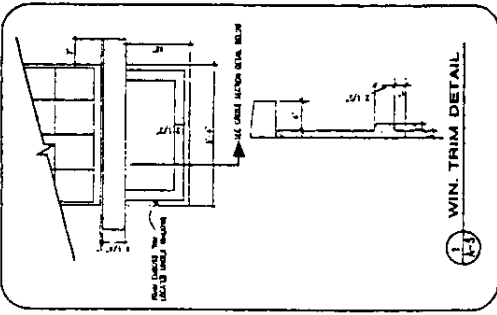
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12 PLEX-SIDE ELEVATION
BUILDING A

Vivante Mixed Use Development

Project Information

Drawn By: SM

Project Number:

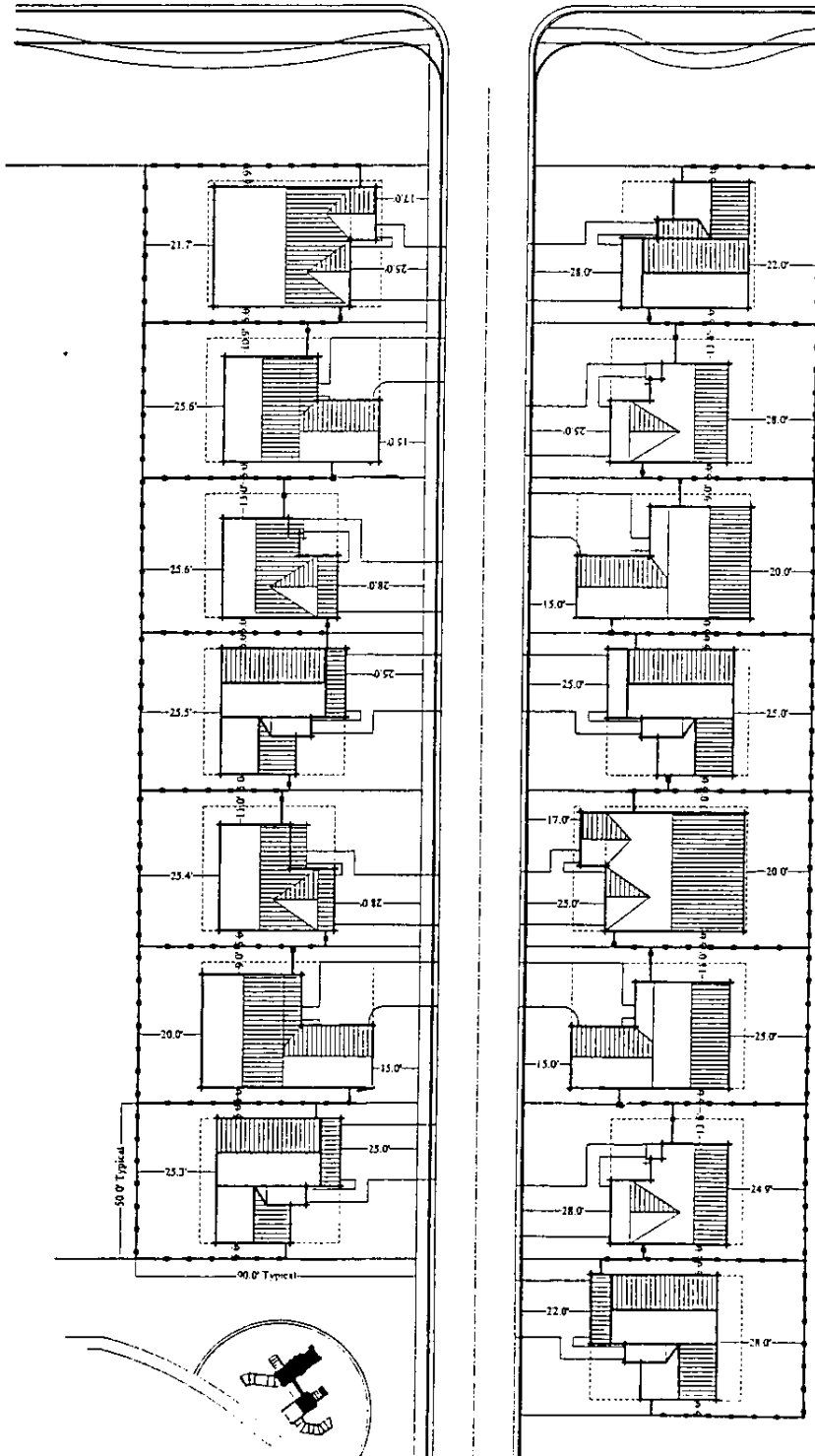
Date: April 1, 2011

Scale/Units:



CONCEPT PLAN

3100 South



Homes and landscaping illustrated are conceptual.
 Actual homes to be constructed will be based upon buyer preference.

BK8511PG2682

**Water Conservation Program
for
Vivante Housing Development, West Valley City, Utah**

4/2/2001

The following program is developed to reduce unnecessary outdoor water usage and promote water conservation practices through the proper selection and use of plant materials and irrigation system.

Planting

1. Group plants with similar water needs together.
2. Use a minimum of 2" of mulch in planting beds.
3. Reduce the use of lawn areas where possible
4. Use plants that are well adapted to climate and soil conditions

Irrigation

1. Install automatic irrigation system for all areas needing to be watered.
2. Use a automatic irrigation controller that provides multiple programs, repeat cycle and flexible calender schedule features.
3. Separate valve areas to irrigate areas with similar site, slope, soil conditions, and plants with similar water needs.
4. Turf and non-turf areas to be located on separate valves.
5. Sprinklers to have matched precipitation rates.
6. Pop-up sprinkler should be minimum 4" for lawn areas and 6" for groundcover areas.
7. Develop proper water cycles, watering in short, repeated cycles.

Maintenance and Operation

1. Water lawn and planting beds between 9:00 PM and 8:00 AM.
2. Use professional maintenance to company maintain and repair landscape and irrigation areas.
3. Develop maintenance program including:
 - a. Weed control
 - b. Lawn aeration
 - c. Irrigation adjustment and repair
 - d. Irrigation timing adjustment for season changes and plant area requirements.

BK8511PG2683