

DOC ID 20170051279

Declaration Page 1 of 30
Russell Shirts Washington County Recorder
12/18/2017 03:58:22 PM Fee \$68.00 By
SOUTHERN UTAH TITLE COMPANY

**DECLARATION OF COVENANTS
REGARDING DEVELOPMENT**

Tax Serial No.
W-5-2-1-122

This DECLARATION OF COVENANTS REGARDING DEVELOPMENT (“**Development Declaration**”) is made and entered into this 18th day of December, 2017, by and between the State of Utah, through the School and Institutional Trust Lands Administration (hereinafter referred to as “**SITLA**”), and Sienna Hills Properties, LLC, a Utah limited liability company (hereinafter referred to as “**Developer**”).

RECITALS:

A. SITLA is the beneficial owner of the real property described in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the “**Premises**”) and will cause the Premises to be conveyed to Developer, to be improved in accordance with the provisions hereof and those supplemental provisions of **Exhibit B** attached hereto; and

B. The Premises constitute a portion of a larger tract of land which SITLA desires be developed into a planned community of commercial and/or residential and related uses under the name of the Sienna Hills Master Planned Community (such area being hereinafter referred to as “**Sienna Hills**” or the “**Planned Community**”); and

C. SITLA will cause the Premises to be conveyed to Developer only upon the condition that Developer agrees to the provisions of this Development Declaration and that this Development Declaration is recorded in the office of the County Recorder, Washington County, Utah, prior to the time the Premises is conveyed to Developer; and

D. SITLA and Developer agree that the provisions of this Development Declaration shall be covenants running with the land, or equitable servitudes, as the case may be, as to the Premises and each portion thereof (except that enforceability of the provisions of this Development Declaration shall be governed by the provisions hereinafter set forth):

AGREEMENT:

NOW, THEREFORE, in consideration of SITLA conveying the Premises to Developer, the parties hereto agree as follows:

1. **Inducement to SITLA; Development Timing.** Developer acknowledges that the development of the Planned Community, including the Premises, as a planned community development, is of prime importance to SITLA and that SITLA would not cause the Premises to be conveyed to Developer if such conveyance would impair SITLA’s future plans for such development of the Planned Community. Developer further acknowledges that it is SITLA’s desire and intent that the Planned Community be developed under a set of architectural controls to ensure that all landscaping, buildings and other structures constructed or placed within the Planned Community (including those located upon the Premises) are aesthetically pleasing and in harmony with surrounding areas.

20170051279 12/18/2017 03:58:22 PM
Page 2 of 30 Washington County

2. **Development Stipulations.** Developer shall in all cases fully comply with all terms and conditions of the “**Development Stipulations**” set forth in **Exhibit B** hereto. Developer shall be in default of this Development Declaration should Developer fail in any material manner to comply with the terms of this Development Declaration, including, without limitation, the Development Stipulations, and any such default shall, without limitation, warrant enforcement action by SITLA in the nature of injunctive or other relief, including damages, as set forth in **Section 4** below. Developer acknowledges that the Development Stipulations shall be in addition to, and not in lieu of, all terms and conditions hereof and of the Master Declaration, the City Development Agreement, and the PCD, as defined in **Exhibit B** and the Certificate of Sale to be executed between the parties. An enforcement action by SITLA need not enlist the aid or support of the governing association identified in the Master Declaration (the “**Governing Association**”) or any member of such Governing Association, but, rather, may be brought independently by SITLA based upon the provisions hereof, and SITLA shall be deemed in all cases to have actual and legal standing in recognition of its continuing interest in the Planned Community and the Premises. No application for a variance, nor any application or grant of approval of any development plan, plat, improvement, structure or other matter shall in any way limit, modify or alter the obligation of Developer fully to comply with the terms hereof, including the Development Stipulations.

3. **Cooperation in SITLA Development.** Developer shall, at all times, duly cooperate with SITLA in SITLA’s development of the remainder of the Planned Community. Without limiting the generality of the foregoing, Developer shall not, at any time, oppose any development activities which SITLA desires to take with respect to the remainder of the Planned Community, unless Developer, in good faith, determines that such activity is inconsistent with or not contemplated by the Master Declaration or the PCD (both as defined in the Development Stipulations) and will materially and adversely affect the Premises, and Developer shall, from time to time, within ten (10) days after request by SITLA, execute, acknowledge (if required) and deliver to SITLA such consents, approvals, petitions or other documents or instruments which SITLA requests to assist SITLA in developing the remainder of the Planned Community in the manner desired by SITLA; *provided, however*, that (a) Developer shall not be required to incur any cost or expense with regard thereto (other than such attorneys or consultants fees as Developer elects to incur in connection with reviewing any such items), and (b) Developer shall not be required to make any conveyance of property, or any interest therein, to SITLA except as required by the Master Declaration, the PCD or as otherwise set forth in this Development Declaration.

4. **SITLA Remedies.** In addition to, and not in place of, any other remedies available to SITLA under this Development Declaration (including any exercise of rights with respect to any letter of credit pursuant to the provisions of the Development Stipulations), if Developer shall at any time be in default with respect to its obligations under this Development Declaration, including without limitation, those obligations set forth in the Development Stipulations, SITLA shall have the right (but not the obligation) to elect, at its option and in its sole discretion: (a) to bring an action to recover damages as a result thereof; (b) to enforce the provisions of this Development Declaration against Developer by an action for specific performance, injunctive relief or other appropriate equitable remedy; or (c) to perform the unperformed obligations of Developer required in the Development Stipulations and invoice the then-current owner of the Premises (or portion thereof to which such work relates) and the Developer shall reimburse

20170051279 12/18/2017 03:58:22 PM
Page 3 of 30 Washington County

SITLA for the cost of performing such obligations within ten (10) days after receipt of an invoice therefor and proof of payment thereof. All sums paid by SITLA as provided herein shall constitute a lien on the portion of the Premises to which such work or amounts relate. If the Developer does not reimburse SITLA within such ten (10) day period, SITLA shall have (i) the right to exercise any and all rights which SITLA might have at law to collect the same, and (ii) the right to foreclose its lien in any manner allowed by law, including, without limitation, a non-judicial foreclosure as provided in Utah Code Title 57, Chapter 1, to the extent of the amount paid by SITLA but not reimbursed by the Developer (through bonds, letters of credit or otherwise), which amount shall bear interest at a rate equal to the then published federal discount rate plus four percent (4%) per annum, or the highest legal rate of interest, whichever is less (the "**Effective Rate**"), from the date of the invoice therefor until paid by Developer. Such lien may be recorded by SITLA as a claim against the portion of the Premises to which the lien relates, to the extent permitted by law, and in the form required by law, in the office of the Washington County Recorder, which lien shall contain at least the following information: the name of the lien claimant; the name of the then-owner of the portion of the Premises to which the lien relates; a description of the work performed on behalf of such party and a statement itemizing the cost thereof; and a legal description of the property and/or improvements being lienied. To the extent permitted by law, the lien so claimed shall attach from the date of recordation in the amount claimed by SITLA. To the extent permitted by law, such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien. All of the foregoing rights and remedies of SITLA, and any other rights or remedies which SITLA may have under this Development Declaration or any other agreement between SITLA and the Developer, shall be cumulative.

5. **"Developer"**. The term "Developer" as used in this Development Declaration shall mean and refer to the person(s) or entities that, at the time in question, hold any legal or equitable ownership interest in the Premises or any portion thereof or interest therein, whether the same was obtained voluntarily or involuntarily through seizure and sale by legal process, the exercise of any power of sale in favor of any third party, the application of the United States bankruptcy laws or other similar laws or otherwise by operation of law, and the provisions of this Development Declaration shall be fully binding upon all such persons or entities. Notwithstanding the foregoing, the term "Developer" shall not include: (a) any mortgagee or beneficiary under a deed of trust or other lienholder, unless or until such time as such mortgagee or beneficiary or other lienholder takes possession and/or ownership of the Premises, or any portion thereof, by reason of a foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, or (b) any grantee under a utility easement; or (c) any homeowner in Developer's project on the Premises. Any assignment by Developer of the rights and obligations of "Developer" under this Development Declaration shall require the written approval of SITLA, which may be withheld in SITLA's sole discretion. Any assignment of Developer's rights without such consent shall be null and void and of no effect.

6. **Covenants Running With Land**. It is the intention of the parties hereto that the provisions of this Development Declaration (including, without limitation, the obligations of the Developer set forth in the Development Stipulations) shall be deemed to be covenants running with the title to the Premises and each portion thereof, or equitable servitudes, as the case may be, and, accordingly, shall bind each and every portion of the Premises and shall not constitute merely

20170051279 12/18/2017 03:58:22 PM
Page 4 of 30 Washington County

personal covenants. Notwithstanding the foregoing, the provisions of **Section 9** below shall govern the standing of persons or entities to enforce the provisions of this Development Declaration.

7. **Notices.** All notices, requests, demands or other communications (“**notices**”) required or permitted to be given by one party hereto to the other under this Development Declaration shall be in writing and shall either be personally delivered or mailed by the United States mail, first class, registered or certified, return receipt request, postage prepaid, properly addressed as follows:

If to SITLA: Utah School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Attention: Assistant Director, Planning and
Development

If to Developer: Sienna Hills Properties, LLC
25117 SW Parkway
Wilsonville, Oregon 97070
Attn: General Counsel

Either party shall have the right to change the address to which notices shall be sent to it by giving written notice of such change of address to the other party in the same manner as set forth above. Any notice shall be deemed to be given on the date of delivery, if personally delivered or, if mailed, within three days after the deposit of same into the United States mail in the manner set forth above.

8. **Waiver.** No waiver by SITLA of any breach by Developer of any term or provision of this Development Declaration shall be construed to be or constitute a waiver of any succeeding breach of the same or any other term or provision of this Development Declaration. No term or provision of this Development Declaration shall be deemed to have been waived by SITLA unless such waiver shall be set forth in writing.

9. **SITLA's Assignment of Rights.** SITLA shall have the right to assign or transfer all or any portion of its right, title and interest under this Development Declaration, and the right to enforce the same, to any person or entity at any time, including, without limitation, (a) to any person who is defined as being a “Declarant” under the Master Declaration, or (b) to the Governing Association, but only after such time as there is no longer a “Class B Membership” (as defined in the Master Declaration) in the Governing Association and, notwithstanding the provisions of **Section 1414** below, the provisions of this Development Declaration may be enforced only by SITLA or any such permitted assignee or transferee. Without limiting the foregoing, owners of property in the Planned Community (other than SITLA or any such permitted assignee or transferee) shall not have the right to enforce the provisions of this Development Declaration, and shall not be considered third party beneficiaries of any of the provisions hereof.

20170051279 12/18/2017 03:58:22 PM
Page 5 of 30 Washington County

10. **Invalidity.** If any term or provision of this Development Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Development Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Development Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

11. **Term.** This Development Declaration, and each and every provision hereof, shall become null and void and of no further force or effect whatsoever on the earlier to occur of (a) the date Developer satisfies and completes each and every one of the Development Stipulations and SITLA or its successors or assigns records in the Washington County Recorder's Office a termination of this Development Declaration; or (b) the 75th anniversary of the date hereof. Notwithstanding the foregoing, any easements or access rights granted to SITLA and its successors and assigns hereunder shall survive any termination of this Development Declaration.

12. **Amendment.** Except as set forth in the foregoing Section, this Development Declaration may be amended, restated, revoked or terminated in whole or in part only by an instrument in writing executed and acknowledged by SITLA and Developer and recorded in the office of the County Recorder of Washington County, Utah.

13. **Provisions Ineffective.** Any provision contained herein to the contrary notwithstanding, in the event SITLA (or any trust of which SITLA is a beneficiary) shall acquire or reacquire title to any portion of the Premises, then, effective upon such acquisition or reacquisition, the provisions of this Development Declaration shall be null and void as to the portion of the Premises so acquired or reacquired (but not as to any other portion thereof).

14. **Time of Essence; Binding Effect.** Time is of the essence of this Development Declaration. This Development Declaration, and each and every provision hereof, shall, except as provided in **Sections 10 and 913** above, be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the respective parties hereto and each and every future owner of all or any interest in the Premises or any portion thereof.

20170051279 12/18/2017 03:58:22 PM
Page 6 of 30 Washington County

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION:

DEVELOPER:
SIENNA HILLS PROPERTIES, LLC

By: [Signature]
RODGER MITCHELL
Assistant Director

By: _____
K. RICKARD MILLER, JR
Its: Manager

APPROVED AS TO FORM:

By: [Signature]
MICHELLE E. McCONKIE
Special Assistant Attorney General

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

On the 13th day of November, 2017, personally appeared before me RODGER MITCHELL, who being by me duly sworn did say that he is the Assistant Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 13th day of November, 2017.

My Commission expires:
05/06/21

[Signature]
Notary Public

Residing at:
Salt Lake County



20170051279 12/18/2017 03:58:22 PM
Page 7 of 30 Washington County

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION:

DEVELOPER:
SIENNA HILLS PROPERTIES, LLC

By: [Signature]
RODGER MITCHELL
Assistant Director

By: [Signature]
K. RICKARD MILLER, JR
Its: Manager

APPROVED AS TO FORM:

By: [Signature]
MICHELLE E. McCONKIE
Special Assistant Attorney General

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

On the 13th day of November, 2017, personally appeared before me RODGER MITCHELL, who being by me duly sworn did say that he is the Assistant Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

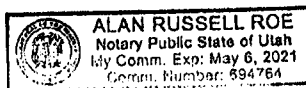
Given under my hand and seal this 13th day of November, 2017.

My Commission expires:

05/06/21

[Signature]
Notary Public

Residing at:
Salt Lake County

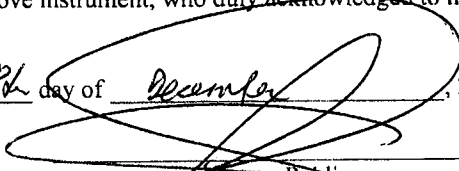


20170051279 12/18/2017 03:58:22 PM
Page 8 of 30 Washington County

STATE OF Oregon)
 : ss.
COUNTY OF CLATSOP)

On the 8th day of December, 2017, personally appeared before me K. Rickard Miller, Jr., who being by me duly sworn did say that he is the manager of Sienna Hills Properties, LLC, and the signer of the above instrument, who duly acknowledged to me that (s)he executed the same.

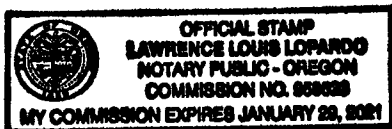
Given under my hand and seal this 8th day of December, 2017.



Notary Public

My Commission expires:
1/29/21

Residing at:
2517 SW PARKWAY
WELLS ON VILLI, OR 97170



20170051279 12/18/2017 03:58:22 PM
Page 9 of 30 Washington County

EXHIBIT A

Legal Description of Premises

PARCEL 16 LEGAL DESCRIPTION

Beginning at a point which is North 00°54'18" East 2599.37 feet along the Center Section line and North 90°00'00" East 358.61 feet from the South Quarter Corner of Section 13, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point also being a point on the Easterly Right-of-Way of Washington Parkway, recorded on July 5, 2006 as Document No. 20060029317 in the office of the Washington County Recorder, in said County, State of Utah; running thence along said Easterly Washington Parkway Right-of-Way the following (3) three courses: North 04°36'52" West 230.02 feet to the point of curvature of a 3447.00 foot radius curve concave to the right; thence Northwesterly 338.91 feet along the arc of said curve through a central angle of 5°38'00" to the point of tangency; thence North 01°01'08" East 130.94 feet to the point of curvature of a 25.00 foot radius curve concave to the right, said point also being a point on the Southerly Right-of-Way of Sandy Talus Drive recorded on February 27, 2007 as Document No. 20070010003 in the office of the Washington County Recorder, in said County, State of Utah; thence along said Southerly Right-of-Way of Sandy Talus Drive the following (3) three courses: Northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'19" to the point of tangency; thence South 88°58'43" East 404.20 feet to a point on the arc of a 25.00 foot radius curve concave to the right, the radius point which bears South 01°18'48" East; thence Southeasterly 40.29 feet along the arc of said curve through a central angle of 92°19'56" to the point of tangency, said point also being a point on the Westerly Right-of-Way of Red Stone Road; thence along said Right-of-Way of Red Stone Road the following (6) six courses: South 01°01'08" West 2.30 feet to the point of curvature of a 1035.00 foot radius curve concave to the left; thence Southeasterly 163.53 feet along the arc of said curve through a central angle of 9°03'10" to the point of tangency; thence South 08°02'02" East 339.15 feet to the point of curvature of a 165.00 foot radius curve concave to the right; thence Southwesterly 269.03 feet along the arc of said curve through a central angle of 93°25'08" to the point of tangency; thence South 85°23'06" West 309.67 feet to the point of curvature of a 25.00 foot radius curve concave to the right; thence Northwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'01" to the point of tangency, said point also being a point on the said Easterly Right-of-Way of Washington Parkway and the point of beginning.
Containing: 7.90 Acres

20170051279 12/18/2017 03:58:22 PM
Page 10 of 30 Washington County

EXHIBIT B

Development Stipulations

Developer agrees for itself, its successors and assigns, that Developer and its successors and assigns, as the case may be, shall be obligated at their sole cost and expense to perform, complete and satisfy each of the following Development Stipulations:

1. **GENERAL OBLIGATIONS:**

(a) SITLA has already paid or will pay certain impact fees to the City of Washington ("City"), and as a result, SITLA has or will have certain general City-wide road impact fee credits and upon performance of the construction of a park by SITLA or its designees, certain park impact fee credits with the City which SITLA desires to sell and which the Developer desires to purchase and use in connection with its development of the Premises. Developer shall pay to SITLA, upon demand, in cash, by cashier's check or wire transfer of immediately available U.S. funds, an amount equal to the Developer's road impact fees plus the Developer's park impact fees assessed against the Developer in connection with the development of the Premises; *provided, however*, that in no event shall Developer be required to pay to SITLA an amount in excess of the total amount of impact fee credits SITLA has available to assign to Developer in connection with the Premises at the time demand for payment therefor is made by SITLA. Upon payment by Developer of the amounts required by this provision, SITLA shall assign impact fee credits to Developer in an amount equal to the amount paid by Developer to SITLA hereunder. It is anticipated that the timing of impact fee credits will be fifteen (15) days prior to filing a final subdivision plat map for the Premises with the City.

(b) Developer shall take no actions or construct any improvements which are inconsistent with that certain Development Agreement between the City and SITLA as recorded in the office of the County Recorder, Washington County, Utah, as Entry No. 0098651, in Book 1815 at Pages 0165-0183, as the same may be amended from time to time (the "**City Development Agreement**"), the Sienna Hills Planned Community Development Project Plan (the "**PCD**"), as amended from time to time, and that certain "Declaration of Covenants, Conditions, Restrictions and Easements for Sienna Hills" as recorded in the office of the County Recorder, Washington County, Utah, as Entry No. 00999848, in Book 1838 at Pages 0798-0919, as the same may be amended from time to time in SITLA's discretion (the "**Master Declaration**"), in connection with the development, ownership, use and/or operation of the Premises. None of the Development Stipulations are intended, nor shall they be deemed in any way, to act as a waiver or variance from the obligations, duties, requirements, standards, conditions or specifications set forth in: (a) the City Development Agreement with respect to any portion of the Premises; (b) the Master Declaration; (c) the PCD Plan; or (d) any other agreement or instrument of record against the Premises as of the date hereof.

(c) No subdivision plat shall be recorded with respect to the Premises or any portion thereof unless such plat is first approved in writing by SITLA, but SITLA shall have the right to withhold such approval if (i) Developer is in default under this Development Declaration; or (ii) the plat fails to conform with all development restrictions, including, without limitation,

20170051279 12/18/2017 03:58:22 PM
Page 11 of 30 Washington County

architectural and aesthetic requirements of this Development Declaration and the Master Declaration.

(d) The Premises and each and every portion thereof shall be utilized for commercial use as a senior housing campus and care facility and associated operations. No commercial activity unrelated to such use or industrial activity shall be conducted thereon. To the extent applicable, the provisions of these Development Stipulations shall constitute a Tract Declaration within the meaning of the Master Declaration and the Land Use Classification applied to the Premises is that of "Hospital and Health Care Use" as defined in Article V, Section 5.1 of the Master Declaration.

(e) Developer agrees that development and construction of the Premises shall commence no later than the date which is twelve (12) months following the later of the date of this Development Declaration or the date when the PCD is amended to provide Developer with the zoning necessary to construct an assisted living center on the Premises.

2. ROADS AND SEWER:

(a) SITLA and Developer hereby agree that SITLA will hire a contractor to install those road and utility improvements described and generally depicted in **Schedule B-1** (the "**Road Improvements**") and those sewer improvements described and generally depicted in **Schedule B-2** (the "**Sewer Improvements**"), as required to extend Redstone Road. The extension of Redstone Road and the sewer services will benefit the Premises, Parcels 14a and 14b of the Planned Community, and other portions of the Planned Community.

(b) Developer and SITLA previously agreed in the Certificate of Sale on certain amounts to be paid for the Road Improvements and the Sewer Improvements. These payments were listed separately, and each was based on a percentage of the estimated total costs of the Road Improvements and the Sewer Improvements attributable to Developer. SITLA and Developer acknowledge that preliminary estimates for these costs were low. Due to these discrepancies, and notwithstanding the amounts set forth in the Certificate of Sale associated with these improvements, SITLA and Developer hereby agree that Developer shall pay a total amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) for both the Road Improvements and the Sewer Improvements. This requirement supersedes and replaces those payment amounts set forth in the Certificate of Sale for both the Road Improvements and the Sewer Improvements. Such amount will be paid by Developer after Closing (as defined in the Certificate of Sale) upon completion of both the Sewer Improvements and the Road Improvements.

(c) SITLA and Developer acknowledge that additional, unexpected expenses may arise during the construction of the Road Improvements and Sewer Improvements due to unanticipated conditions or situations encountered on the ground. In the event such additional expenses arise, Developer hereby agrees to pay 35.46% of those increased costs, as set forth in change orders for the road and sewer project. Such amount(s), if any, will be paid by Developer after Closing upon completion of both the Sewer Improvements and the Road Improvements. SITLA will provide copies of the change orders approved by SITLA to Developer upon request.

20170051279 12/18/2017 03:58:22 PM
Page 12 of 30 Washington County

(d) Developer agrees that, in connection with Developer's development of the Premises, Developer shall cause all construction vehicles (including, but not limited to, dump trucks, tractors, trailers, cement trucks and vehicles carrying construction materials) to obtain access to and from the Premises only by use of publicly dedicated roads, unless SITLA shall approve of an alternate means of access (which approval shall not be unreasonably withheld). In addition, Developer shall at all times keep the roads surrounding the Premises clean, free of dust, mud and debris caused by construction activities on the Premises, and follow all applicable requirements of the City, during all construction activities on the Premises. Developer shall not be allowed, nor shall Developer allow any of its employees, agents or contractors, to park construction vehicles or equipment, or otherwise store materials of any kind, on the roads adjacent to or near the Premises or any portion thereof at any time without the express prior written consent of SITLA, which consent may be withheld or conditioned in SITLA's sole discretion. If Developer's use of the roads as provided above results in any damage to such roads, Developer shall, upon demand by SITLA or the City, repair such damage in a manner reasonably acceptable to SITLA and the City.

3. **SITE DEVELOPMENT/LANDSCAPING:**

(a) Developer shall construct, install, dedicate, maintain and/or repair all improvements located on the Premises which are required by the City Development Agreement, and Developer hereby assumes on behalf of itself and its successors and assigns all obligations and duties of SITLA contained in or otherwise referenced by such City Development Agreement with respect to and to the extent such obligations and/or duties relate to items located or to be located on or otherwise required in connection with the Premises.

(b) Developer shall construct, install, maintain and/or repair those walls along the boundaries of the Premises in the manner set forth in the PCD. In order to ensure compliance with these requirements, Developer shall submit a plan identifying those walls and materials to be used therein to SITLA prior to beginning construction on such walls.

(c) Developer acknowledges that SITLA desires that landscaping within the Planned Community (including that located upon the Premises) be in accordance with a community-wide landscaping design theme. In this regard, Developer agrees that, prior to the time that Developer commences any construction activities or other developmental activities upon the Premises, Developer shall first prepare, at Developer's cost, and submit to SITLA for approval in the manner hereinafter set forth a "Landscaping and Revegetation Plan" (the "**Landscaping Plan**"). The Landscaping Plan shall, among other things: (a) identify the use of natural and other desert plant vegetation as a landscape feature on the Premises; and (b) set forth other details regarding the manner in which vegetation brought on to the Premises will enhance the Premises. SITLA shall have a period of thirty (30) days after delivery to it of the Landscaping Plan in which to approve or disapprove the Landscaping Plan; *provided, however*, that SITLA shall not have the right to disapprove of the Landscaping Plan if it is in accordance with the Design Guidelines (as defined in the Master Declaration). In the event SITLA shall not inform Developer as to whether or not SITLA approves or disapproves of the Landscaping Plan prior to the expiration of the thirty (30) day period referred to above, then SITLA shall be deemed to have disapproved of the Landscaping Plan. Developer shall adhere to the approved Landscaping Plan and follow the

20170051279 12/18/2017 03:58:22 PM
Page 13 of 30 Washington County

requirements thereof in connection with the development of the Premises. Any deviation from or amendment to the approved Landscaping Plan shall require the approval of SITLA.

(d) Developer shall develop the Premises in accordance with all the requirements and design standards set forth in the PCD, including, without limitation, constructing, installing or performing in a timely manner the following:

(i) installing landscaping along the entire frontage of the Premises and between the sidewalk and curb and gutter along those portions of the Premises that front Redstone Road and Sandy Talus Road, and in accordance with the PCD and the Landscaping Plan;

(v) installing all landscaping along road frontages within the Premises in accordance with the PCD and the Landscaping Plan; and

(vi) installing all lighting on the Premises as may be required by and in accordance with the PCD.

(e) If, in connection with Developer's development of the Premises: (i) any area of the Premises that has been "filled" or that shall be "filled" with dirt or other materials and such "filled" area is visible from any portion of the Planned Community or from any publicly dedicated road, Developer shall promptly cause such area to be revegetated so that the appearance of such area is restored to that existing prior to such "fill" (or to be revegetated in accordance with the General Landscaping Plan set forth in the PCD), to the extent reasonably practicable; *provided, however*, that portions of such area may be screened from view by retaining walls (of a muted color as required under the "Design Guidelines", as defined in the Master Declaration) as long as any remaining portion of such area is revegetated as above required up to any such retaining walls; or (ii) any area of the Premises shall be "cut" and such "cut" area is visible from any portion of the Planned Community or from any publicly dedicated road, Developer shall promptly revegetate, and/or landscape (any such revegetation or landscaping to be in accordance with the General Landscaping Plan set forth in the PCD); or (iii) SITLA determines, in its reasonable discretion, based upon SITLA's review of grading plans for the Premises and/or actual development on the Premises, that any areas require revegetating, Developer shall promptly revegetate and landscape such areas (any such revegetation and landscaping to be in accordance with the General Landscaping Plan set forth in the PCD). Developer acknowledges that SITLA's approval of any such plans and specifications shall in no way subject SITLA, the State or any of their respective consultants to liability, including without limitation, liability for engineering or other safety considerations in connection with the construction of any rip rap area, which shall be the sole responsibility of Developer.

4. GRADING/DRAINAGE:

(a) Developer acknowledges that SITLA has performed certain grading and site preparation work with respect to the Premises, including, without limitation, a rough grade of the Premises. Developer shall not materially change the current grade of the Premises without the prior written consent of SITLA, which consent may be reasonably withheld or conditioned.

20170051279 12/18/2017 03:58:22 PM
Page 14 of 30 Washington County

(b) Except as expressly provided herein to the contrary, Developer shall, at Developer's sole cost and expense, install all drainage facilities within the Premises (which must be underground to the extent possible) to adequately drain all surface and storm water drainage from the Premises. If easements or other rights of way are required in addition to existing easements and rights of way across adjacent properties for the purpose of installing improvements for and/or to convey drainage into collection and drainage distribution facilities, Developer shall notify SITLA in writing of such additional easements and rights of way that are necessary and SITLA shall reasonably cooperate with Developer, at no cost or expense to SITLA, in granting or obtaining such easements or rights of way.

5. **DEDICATIONS/EASEMENTS/ACCESS:**

(a) SITLA and its agents and assigns shall have the right at any reasonable time or times, from and after the date hereof, to enter the Premises or portions thereof for the purpose of determining whether the use and ownership of the Subject Property are in compliance with the provisions of this Development Declaration. The fact that SITLA, or SITLA's agents or assigns, exercises or fails to exercise the foregoing inspection rights shall not, in any manner, be deemed to be a waiver by SITLA of any of Developer's obligations under this Development Declaration.

(b) Developer and SITLA acknowledge that a community entry feature has been constructed on the north end of the Premises, along Sandy Talus Road (the "**North Entry Feature**"). Developer and SITLA further acknowledge that SITLA or the applicable homeowner's association may construct an additional entry feature on the south end of the Premises, near the intersection of Redstone Road and the Washington Parkway (the "**South Entry Feature**"), in accordance with the PCD. Developer agrees to develop the Premises in such a manner that the North Entry Feature and the South Entry Feature, once constructed, shall not be damaged or altered thereby. Developer shall issue an easement to the Governing Association for the right of ingress and egress and to maintain, repair and replace the North and South Entry Features. This easement shall be issued at the closing of the transaction between SITLA and Developer for the sale of the Premises.

(c) Plats dedicating improvements on any portion of the Premises shall contain that owner's dedication language set forth in **Schedule B-3**.

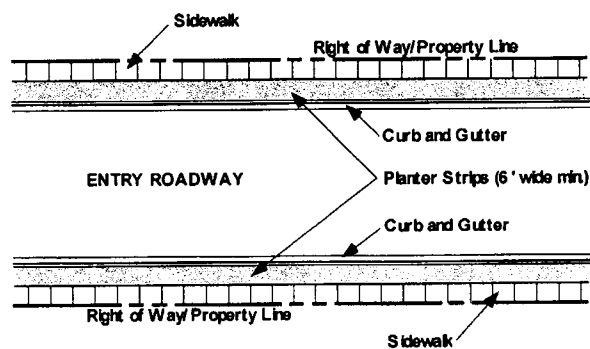
6. **BONDING FOR IMPROVEMENTS:**

In connection with any construction on the Premises, and only if required by Washington City, Developer shall provide to Washington City, at Developer's expense, payment and performance bonds in an amount representing 100% of the cost of the work to be performed.

7. **SUPPLEMENTARY DESIGN GUIDELINES FOR PREMISES:** The following items are supplementary design guidelines ("**Supplementary Design Guidelines**") that are applicable only to the Premises. Notwithstanding these Supplementary Design Guidelines, which are intended to supplement and be in addition to the design guidelines in the PCD, nothing in this **Section 7** is intended to limit the design guidelines found in the PCD and/or the Master Declaration, all of which will continue to apply to the Premises:

20170051279 12/18/2017 03:58:22 PM
Page 15 of 30 Washington County

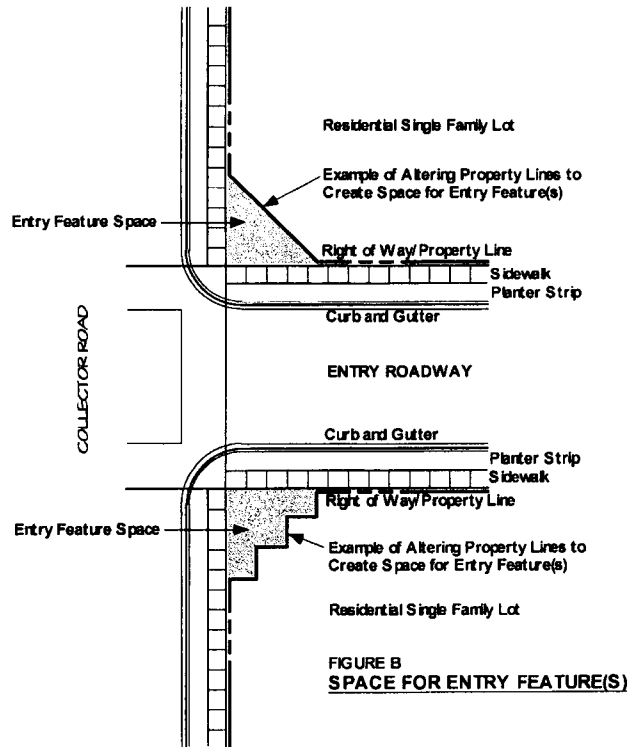
(a) Developer shall construct planter strips, at least six (6) feet wide, between the back of curb and the adjacent finished edge of the sidewalk, on each side of each entry roadway to the Premises and such planter strips must extend the entire length of the entry road into the Premises. Installation of these planter strips shall begin within ten (10) days from the beginning of construction of improvements on the Premises, and shall be completed within a reasonable time thereafter. Maintenance of these planter strips, once landscaping is installed, shall be the responsibility of Developer (unless the Governing Association voluntarily elects to maintain the planter strips). The planter strips are to be planted with street trees and other special entry landscape materials allowed under the PCD. See Figure A below, and see also Figure 3B and page 16 in Section 2, (Transportation) of the PCD.



**FIGURE A
PLANTER STRIPS ALONG ENTRY ROADWAYS**

(b) Developer shall construct, at Developer's sole cost and expense, an entry feature (with appropriate landscaping) at each entry roadway to the Premises (except SITLA or the applicable homeowners association shall construct the South Entry Feature). All perimeter walls, as described in the PCD, shall be constructed of twelve (12) inch block and shall be designed by an engineer. Adequate space must be set aside and reserved by Developer from any lots in the Premises for the installation of such features and the necessary landscaping in connection therewith. See Figure B below.

20170051279 12/18/2017 03:58:22 PM
Page 16 of 30 Washington County



Each entry feature must be approved in writing by the Design Review Committee before installation of any such entry features.

20170051279 12/18/2017 03:58:22 PM
Page 17 of 30 Washington County

Schedule B-1
Road Improvements

20170051279 12/18/2017 03:58:22 PM
Page 18 of 30 Washington County

ROSENBERG ASSOCIATES

1111 N. 1000 E. SUITE 100
MIDWINTER, UTAH 84044

PH: 435-734-1111
FAX: 435-734-1112
WWW.ROSENBERG-ASSOCIATES.COM

Red Stone Road
S114
H111
Cover Sheet

BLD
C1.0
OF 11 SHEET

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH CONSTRUCTION CODES AND THE UTAH DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES.
9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

ENGINEER'S ACKNOWLEDGEMENT

I, the undersigned, being a duly Licensed Professional Engineer in the State of Utah, do hereby certify that I am the Engineer of Record for the above described project, and that I am a duly Licensed Professional Engineer in the State of Utah.

DATE: _____

GRADING SHEET LAYOUT

SHEET NUMBER	SHEET DESCRIPTION
C01	COVER SHEET
C02	STAGING PLAN
C03	PLAN & PROFILE
C04	UTILITY PLAN, WATER, SEWER, & GAS
C05	UTILITY PLAN, WASH. STATE CAN.
C06	ADJACENT AND EXISTING PLAN

NO. OF SHEETS: 6
DATE: 8-23-17
BY: *Walter Cochran*

811
Know what's Below.
Call before you dig.

ENERGY SERVICES
UTAH ENERGY SERVICES, INC.
1000 W. 1000 S. SUITE 100
MIDWINTER, UT 84044
435-734-1111

WATER & WASTE WATER
MIDWINTER CITY WATER DEPT.
1000 W. 1000 S. SUITE 100
MIDWINTER, UT 84044
435-734-1111

TELEPHONE
UTAH TELEPHONE CO.
1000 W. 1000 S. SUITE 100
MIDWINTER, UT 84044
435-734-1111

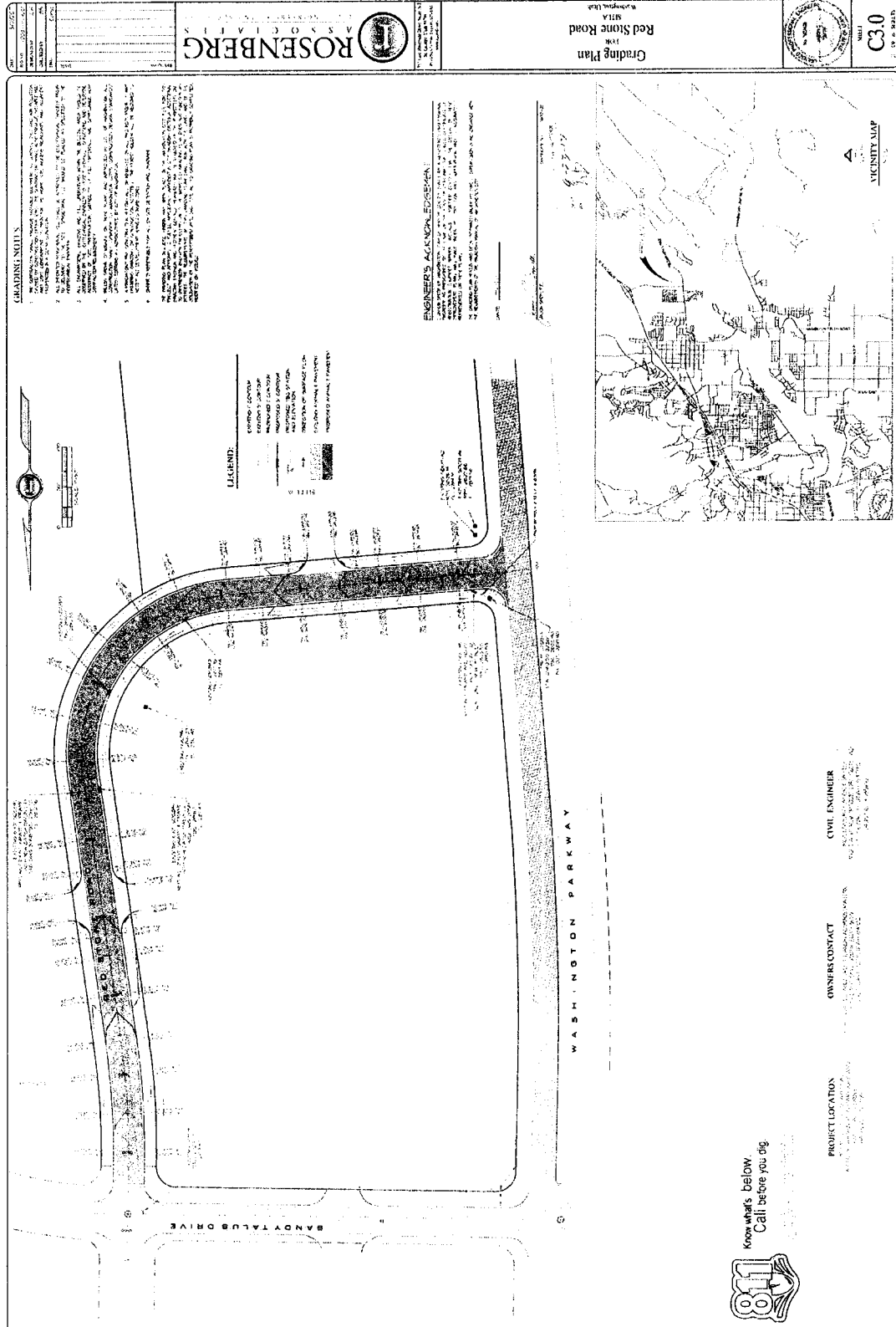
CITY SERVICE
MIDWINTER CITY
1000 W. 1000 S. SUITE 100
MIDWINTER, UT 84044
435-734-1111

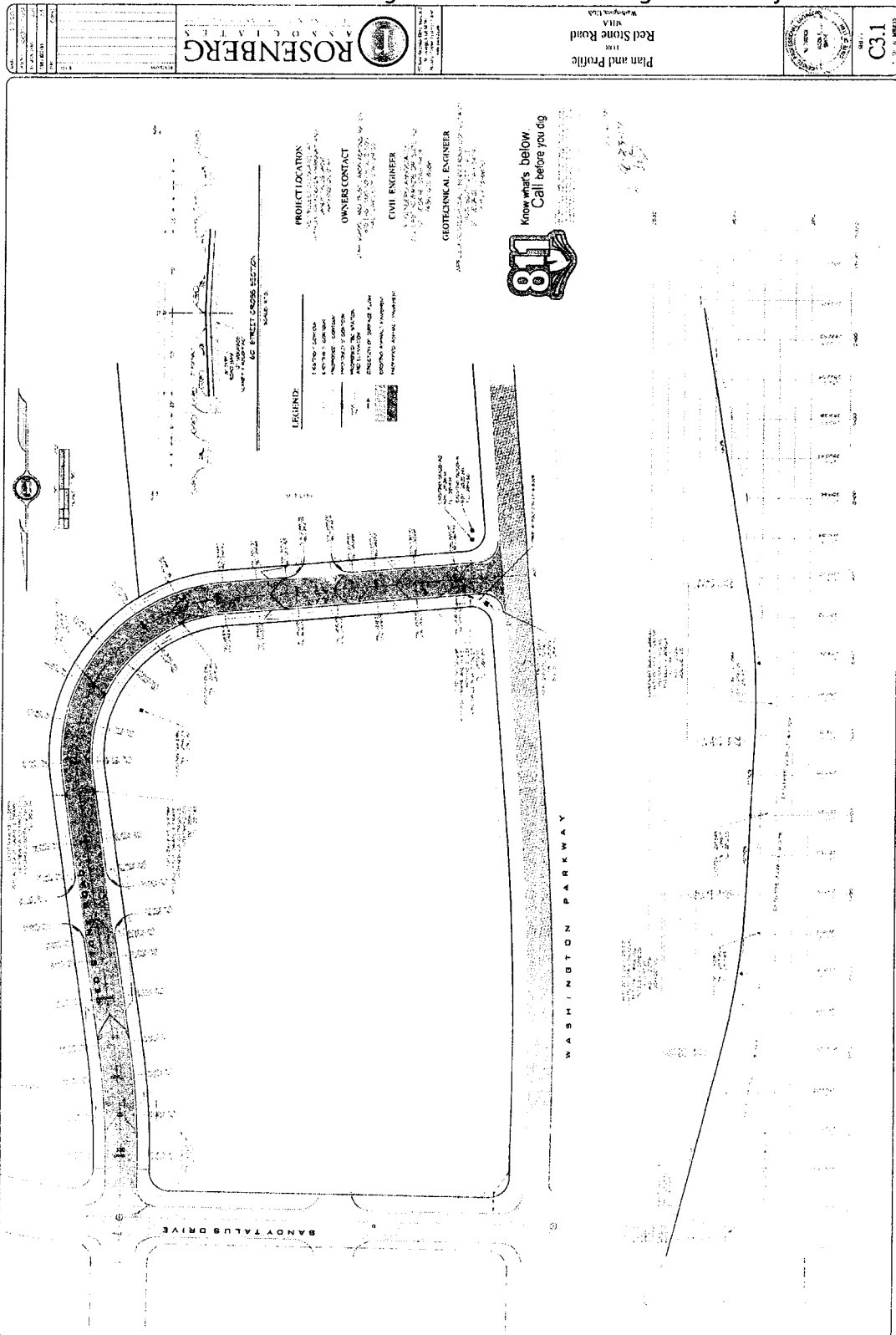
CIVIL ENGINEER
ROSENBERG ASSOCIATES
1111 N. 1000 E. SUITE 100
MIDWINTER, UT 84044
435-734-1111

PROJECT LOCATION
1000 W. 1000 S. SUITE 100
MIDWINTER, UT 84044
435-734-1111

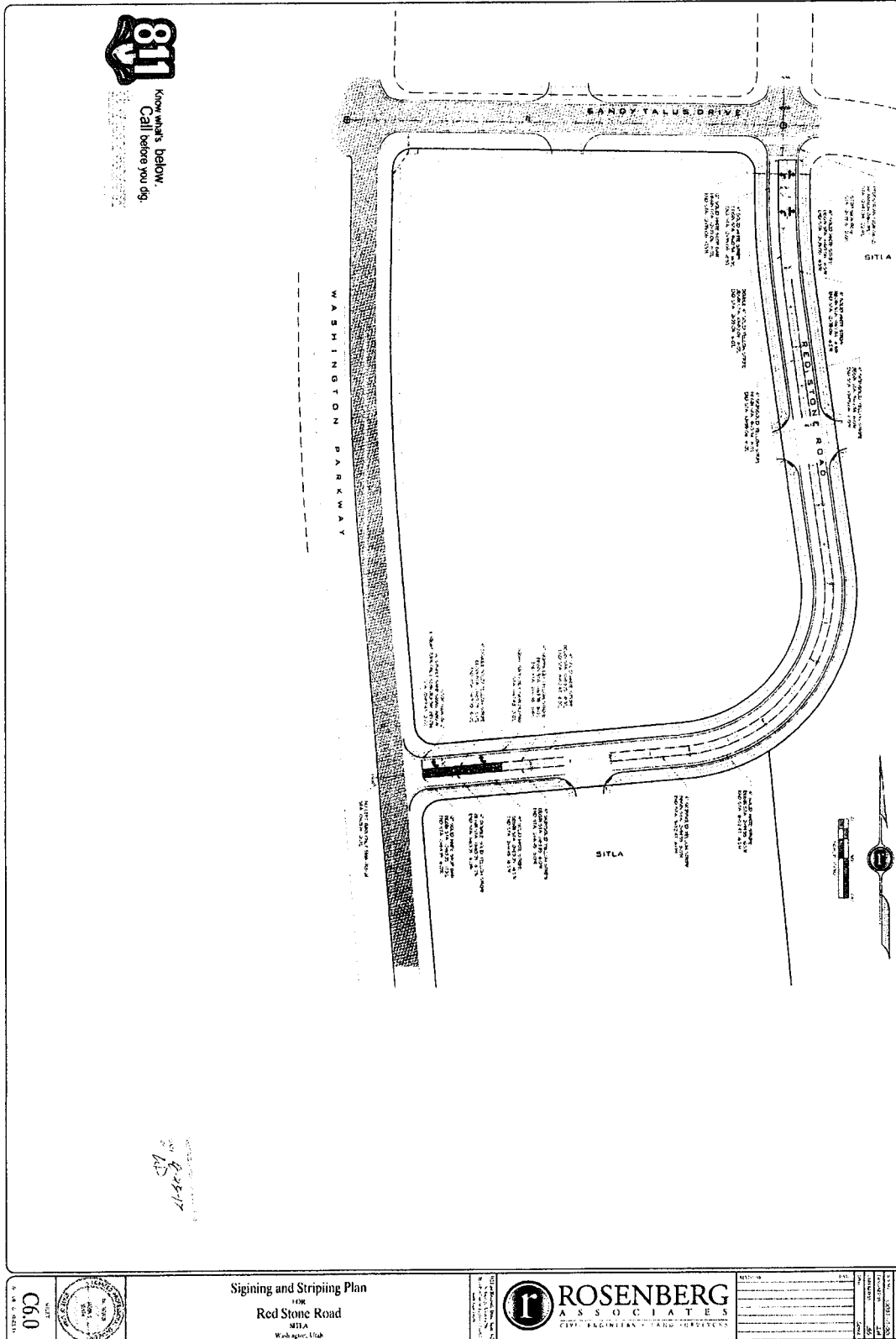
NATURAL GAS
UTAH GAS SERVICE CO.
1000 W. 1000 S. SUITE 100
MIDWINTER, UT 84044
435-734-1111

VICINITY MAP
1:25,000





20170051279 12/18/2017 03:58:22 PM
Page 21 of 30 Washington County



20170051279 12/18/2017 03:58:22 PM
Page 22 of 30 Washington County

Schedule B-2
Sewer Improvements

AREA 14 TO AREA 18 SEWER PLANS FOR SIENNA HILLS LOCATED IN WASHINGTON CITY, WASHINGTON COUNTY, UT

SIENNA HILLS
A PLANNED COMMUNITY DEVELOPMENT
WASHINGTON CITY, WASHINGTON CO., UTAH

WASHINGTON COUNTY, WASHINGTON COUNTY, UTAH
SIENNA HILLS DEVELOPMENT
LOCATION: BLOCK 13
TOWNSHIP 42 SOUTH, RANGE 13 WEST 318 EAST

ALLIANCE CONSULTING
A Planning and Engineering Firm

DATE: 06-13-17
DRAWN BY: KERR
CHECKED BY: KERR
SCALE: AS SHOWN
SHEET NO.: 23 OF 30

PROJECT LOCATION
AREA 14 TO AREA 18 SEWER

SIENNA HILLS VICINITY MAP

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PAVEMENT
3	SEWER MAINS
4	SEWER SERVICE

PROPOSED SEWER LINES

AREA 14A, AREA 16, AREA 17A, AREA 17B, AREA 18, AREA 18B

SANDY GULCH DRIVE, FUTURE RED STONE ROAD, WASHINGTON PARKWAY, TELOGRAP ROAD

ENGINEER SURVEY
ALLIANCE CONSULTING
WASHINGTON COUNTY, UTAH
PROJECT NO. 20170051279
DATE: 06-13-17
SCALE: AS SHOWN
SHEET NO. 23 OF 30

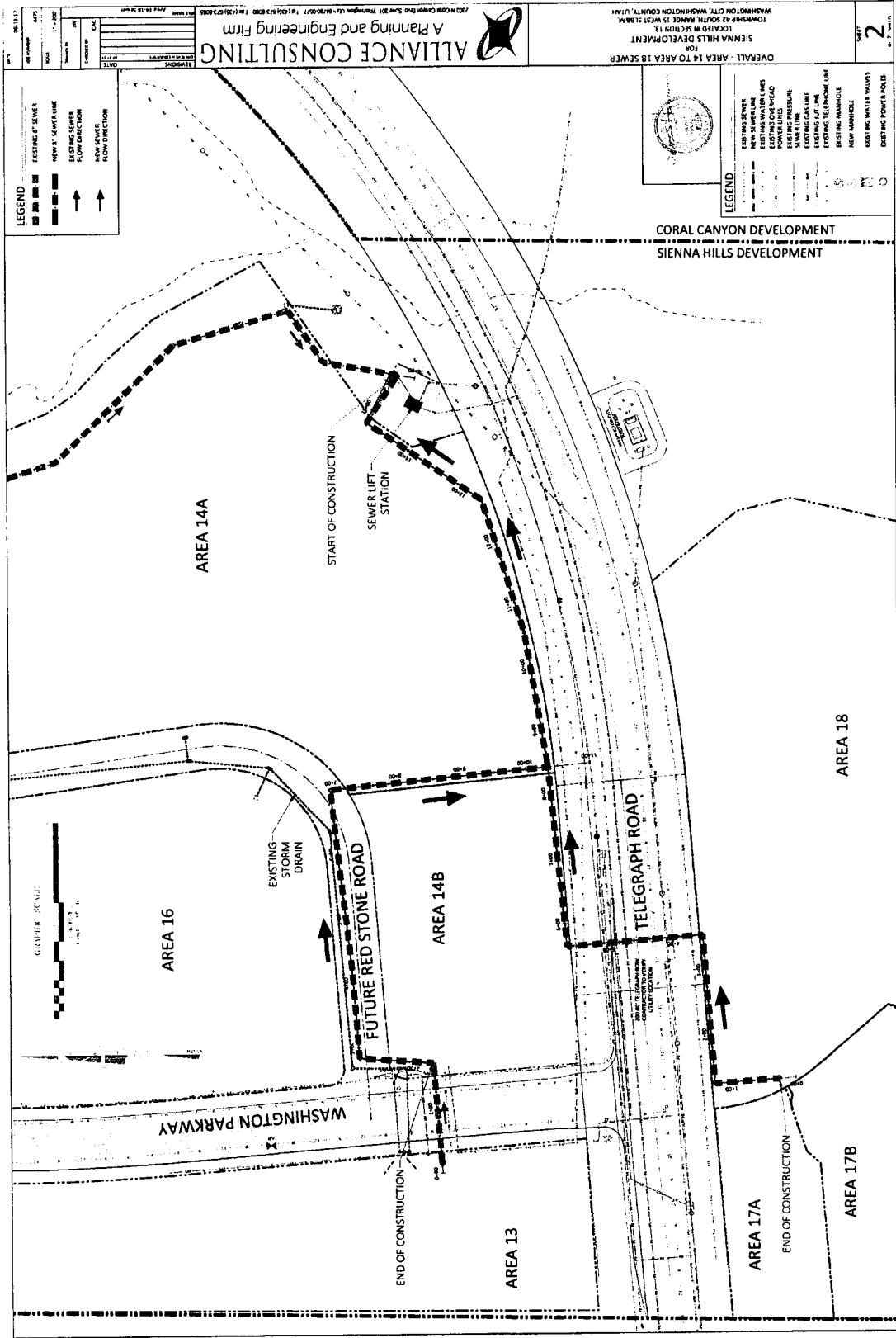
811
CALL BEFORE YOU DIG
UTAH
BEFORE YOU DIG
BLUE STAKES OF UTAH

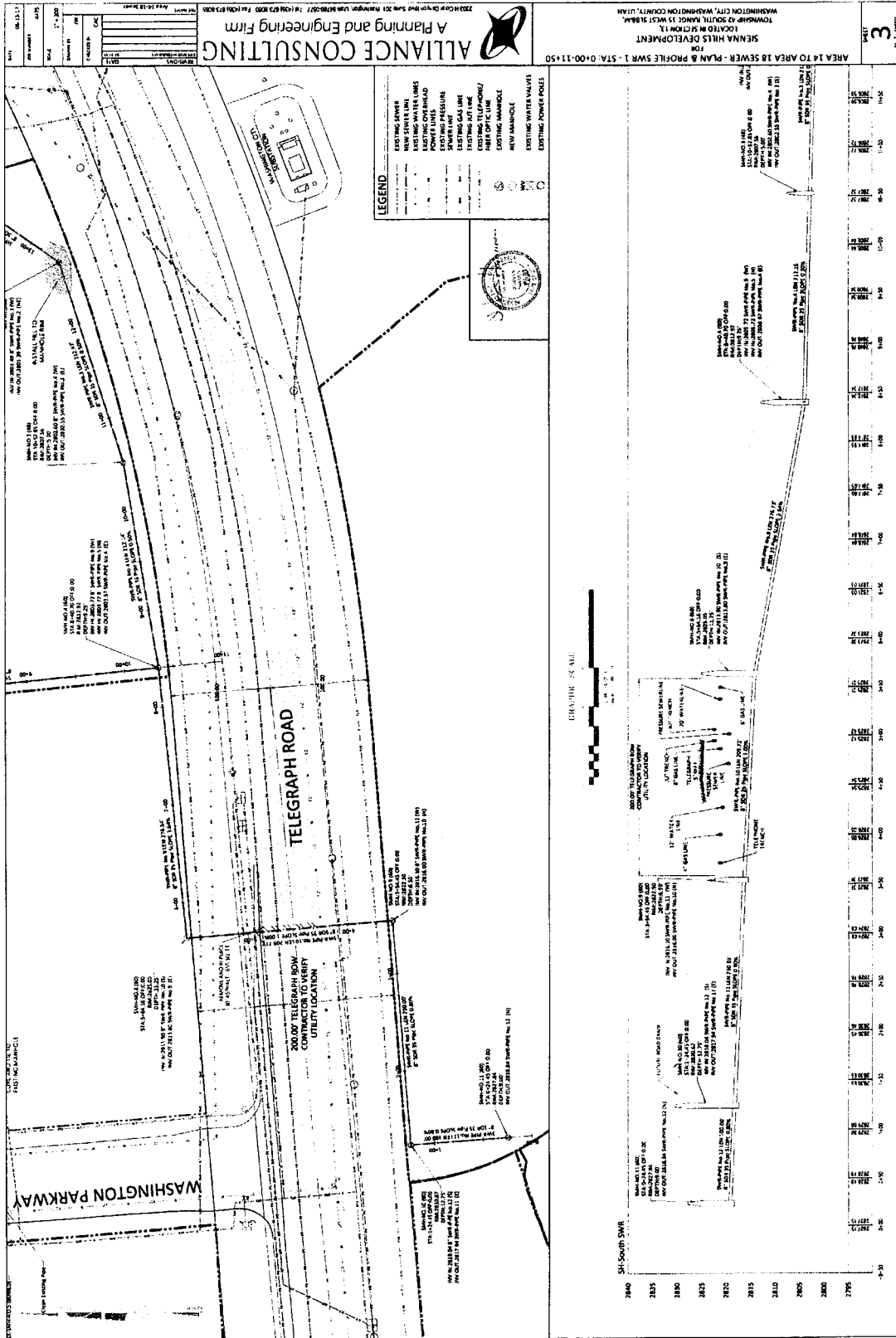
RUST CONTROL NOTES:
1. All steel reinforcement bars shall be galvanized or epoxy coated.
2. All steel reinforcement bars shall be protected from rust by a minimum of 1/2 inch of concrete cover.
3. All steel reinforcement bars shall be protected from rust by a minimum of 1/2 inch of concrete cover.
4. All steel reinforcement bars shall be protected from rust by a minimum of 1/2 inch of concrete cover.

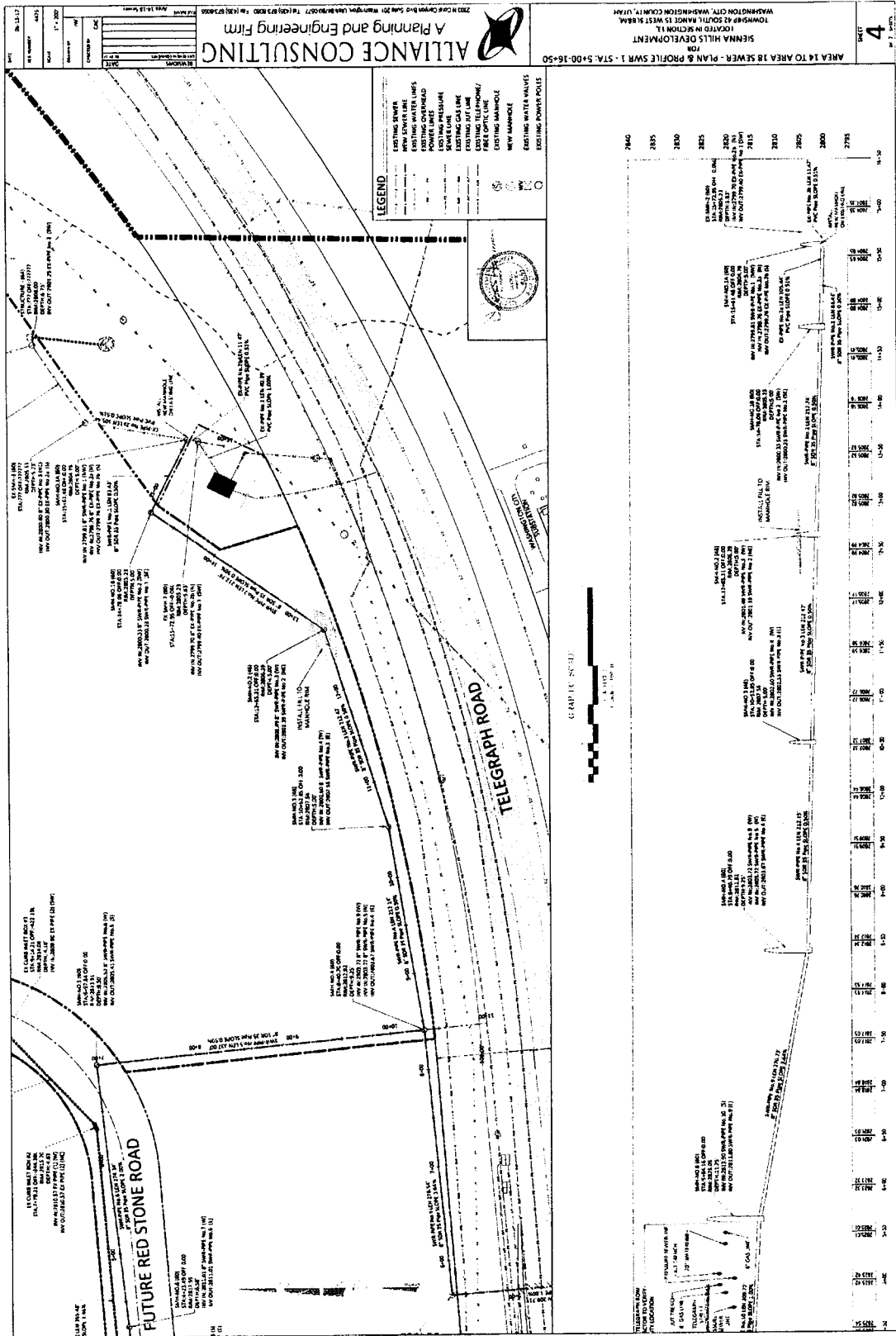
CONSTRUCTION NOTES:
1. All construction shall be in accordance with the requirements of the Utah Department of Transportation (UDOT) Standard Specifications for Construction of Highways, 2013 Edition, and the Utah Department of Transportation (UDOT) Standard Specifications for Construction of Sewerage and Sanitation, 2013 Edition.
2. The Contractor shall provide adequate drainage to the site and shall provide adequate drainage to the site and shall provide adequate drainage to the site.
3. The Contractor shall provide adequate drainage to the site and shall provide adequate drainage to the site.
4. The Contractor shall provide adequate drainage to the site and shall provide adequate drainage to the site.

GENERAL NOTES:
1. The Contractor shall provide adequate drainage to the site and shall provide adequate drainage to the site.
2. The Contractor shall provide adequate drainage to the site and shall provide adequate drainage to the site.
3. The Contractor shall provide adequate drainage to the site and shall provide adequate drainage to the site.

20170051279 12/18/2017 03:58:22 PM
Page 24 of 30 Washington County

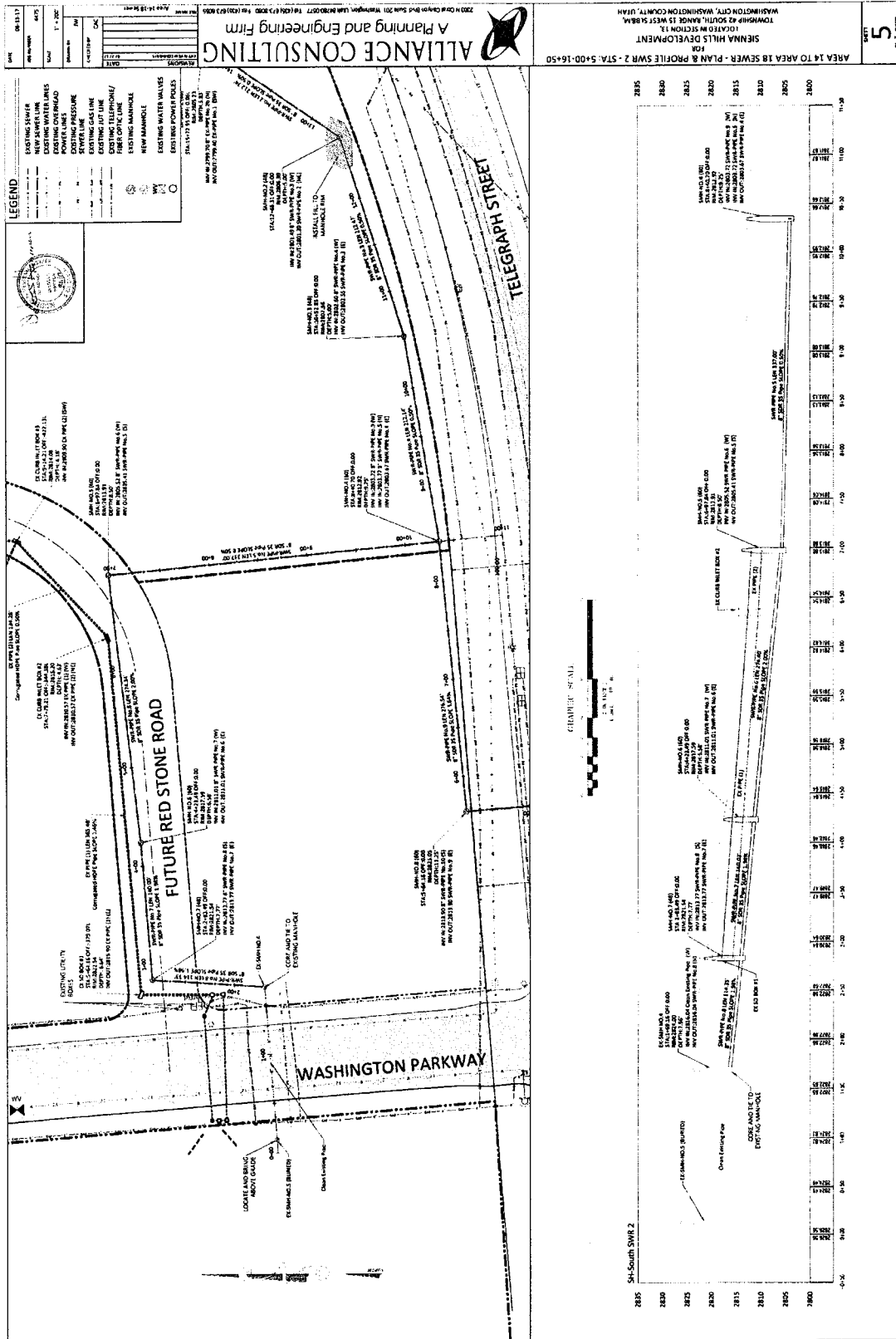


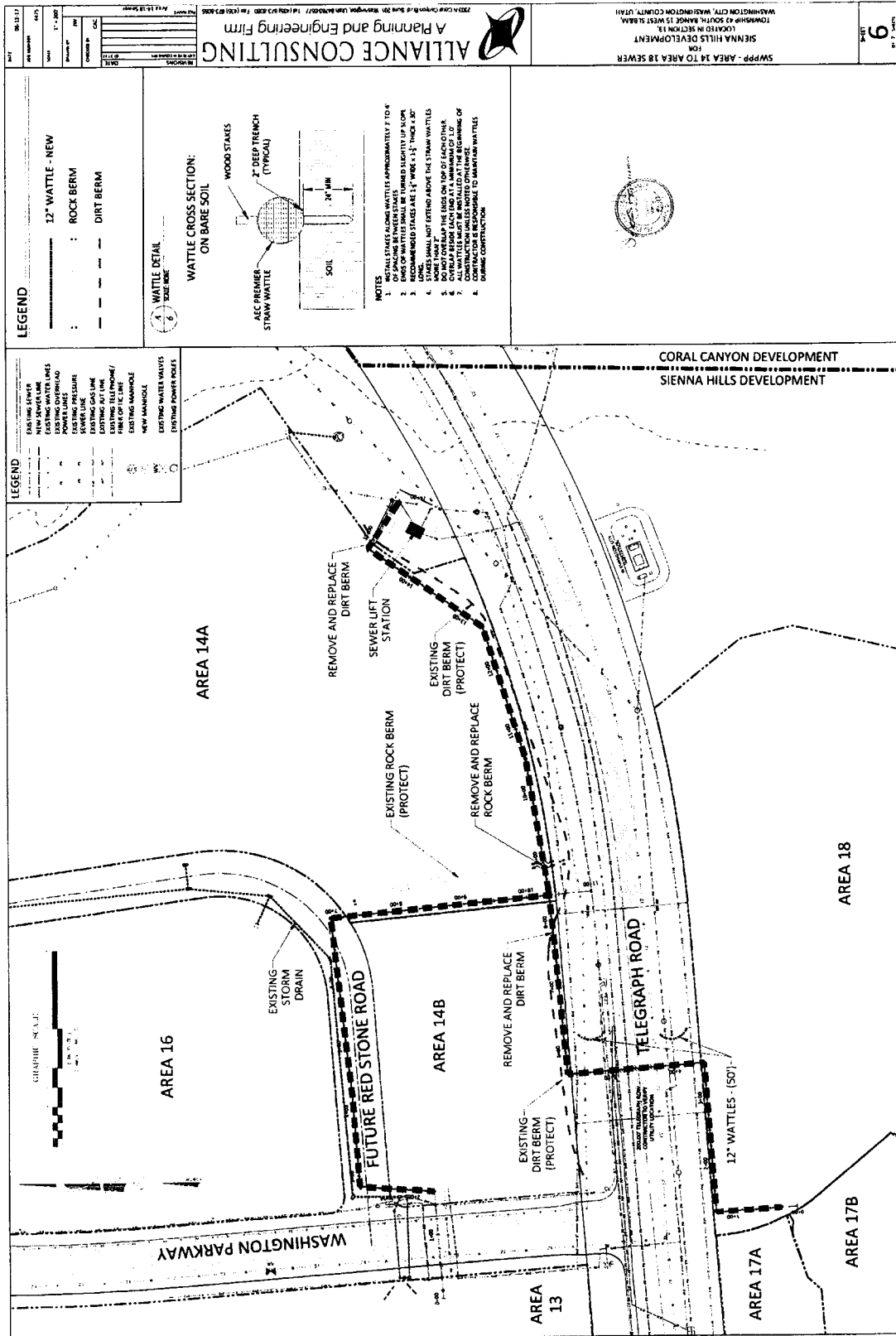




20170051279 Page 27 of 30

12/18/2017 03:58:22 PM Washington County





ALLIANCE CONSULTING

A Planning and Engineering Firm

705 N. COVINGTON BLVD. SUITE 200 • WASHINGTON, MISSISSIPPI 39201
TEL: 601.933.3000 • FAX: 601.933.3003

SEWER DETAILS - AREA 14 TO AREA 19 SEWER

SIENNA HILLS DEVELOPMENT
TOWNHIP 49 SOUTH, RANGE 15 WEST, STATE
OF MISSISSIPPI, WASHINGTON COUNTY, USA

SHEET
7
OF 7 SHEETS

MANHOLE STEPS

NOTES:

- INSTALL STEPS PER MANUFACTURER'S
- STEPS SHALL BE ALIGNED VERTICALLY.

TRENCH DETAIL

BACKFILL MATERIALS FOR SEWER TRENCHES

DEPTH	1-2 FT	2-3 FT	3-4 FT	4-5 FT	5-6 FT	6-8 FT	8-12 FT	12 FT DEEP
CLASSIFICATION	100	100	100	100	100	100	100	100
UNIT WEIGHT	120	120	120	120	120	120	120	120
WATER CONTENT	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
PERCENT PASSING NO. 40	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 60	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 100	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 200	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 425	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 600	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 840	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 1060	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 1490	100	100	100	100	100	100	100	100
PERCENT PASSING NO. 2000	100	100	100	100	100	100	100	100

SHURRY ENCASUREMENT

NOTES:

- THIS IS THE SHALL BE CONCRETE WITH 4% FIBERS AND 4% ADMIXTURE (SEE SPEC). MINIMUM CURING TIME IN CONTACT WITH EXISTING UTILITY SHALL BE 7 DAYS.
- FORMS FOR THIS SHALL BE 3/4\"/>

MANHOLE & VALVE BOX CONCRETE COLLAR

SECTION A-A

PLAN

PLAN OPTIONAL

SEWER NOTES:

- All sewer pipe are PVC F (DN32) and set material on the plan.
- Manholes shall be constructed in accordance with the requirements of the plan.
- Manholes shall conform to the requirements outlined in detail.
- Manholes shall be constructed with a minimum diameter of 36\"/>

MANHOLE & VALVE BOX CONCRETE COLLAR

SECTION A-A

PLAN

PLAN OPTIONAL

SEWER NOTES:

- All sewer pipe are PVC F (DN32) and set material on the plan.
- Manholes shall be constructed in accordance with the requirements of the plan.
- Manholes shall conform to the requirements outlined in detail.
- Manholes shall be constructed with a minimum diameter of 36\"/>

MANHOLE & VALVE BOX CONCRETE COLLAR

SECTION A-A

PLAN

PLAN OPTIONAL

20170051279 12/18/2017 03:58:22 PM
Page 30 of 30 Washington County

Schedule B-3

Plat Language

“KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of all the hereon described tract of land hereafter known as _____ for good and valuable consideration received, does hereby dedicate and convey to [Washington City] for perpetual use of the public, all parcels of land shown on this plat as public roadway [etc.], and does hereby dedicate and convey to Washington City and to each public utility providing utility services, non-exclusive easements for installation and maintenance of public utilities and drainage facilities over, on, under and across the utility easements as shown on this plat. Subject to any existing reservations to the State of Utah, its successors and assigns, of all coal, oil and gas and other mineral deposits. Also, subject to a perpetual easement in favor of the State of Utah, its successors and assigns, and located within the boundaries of all land dedicated herein, said perpetual easement being an easement for fiber optics and related facilities and uses and such perpetual easement being appurtenant to Sienna Hills Parcel ____ (as so designated in the Planned Community Development Project Plan) owned by State of Utah.”