

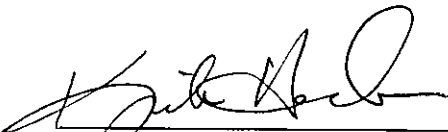
RESOLUTION 02-03-2019

A RESOLUTION OF SANTAQUIN CITY APPROVING A SECOND AMENDMENT TO THE AHLIN PROPERTY DEVELOPMENT AGREEMENT REGARDING THE CLARIFICATION AND MODIFICATION OF CERTAIN DEVELOPMENT PARAMETERS BETWEEN SANTAQUIN CITY AND SALISBURY LAND DEVELOPMENT LLC, SALISBURY LAND LLC, AND SALISBURY DEVELOPERS INC.

- A. **WHEREAS**, the Annexation and Development Agreement for the Ahlin Annexation Project Area was entered into October 18, 2000 and was recorded in the official records of the Utah County Recorder December 11, 2000 as Entry No. 97996:2000, (the Annexation and Development Agreement”); and
- B. **WHEREAS**, the First Amendment to the Ahlin Annexation and Development Agreement was entered into March 5, 2014 and was recorded in the official records of the Utah County Recorder March 6, 2014 as Entry No. 15215:2014, (the “First Amendment”); and
- C. **WHEREAS**, Salisbury Land Development LLC, Salisbury Land LLC, and Salisbury Developers Inc. have acquired an interest in all of the real property that is identified by Utah County Recorder serial number, 32:017:0126, 32:017:0196, 32:017:0145, 32:017:0193, 32:017:0195, 32:017:0148, 32:017:0149, 32:017:0194, 32:017:0192, 32:017:0191, 32:017:0138, 32:017:0152, 32:017:0142, 32:017:0185, 32:017:0184, 32:017:0186, 32:017:0187, 32:017:0188, 32:017:0139, 32:017:0141, and 32:017:0155, having approximately 143.22 acres, making them party to all rights, responsibilities, and obligations under the Development Agreement; and
- D. **WHEREAS**, the Parties desire to enter into this Agreement to clarify and modify certain development parameters for the Property as more particularly set forth herein; and

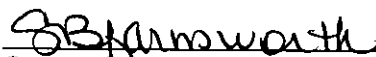
NOW THEREFORE, LET IT BE RESOLVED, that the governing body of Santaquin City approves the Second Amendment to the Ahlin Annexation and Development Agreement between Santaquin City and Salisbury Land Development LLC, Salisbury Land LLC, and Salisbury Developers Inc. which clarifies and modifies certain development parameters (See Attached).

Approved the 5th day of February, 2019.



Kirk Hunsaker, Mayor





Susan B. Farnsworth, City Recorder

**SECOND AMENDMENT
AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN
SANTAQUIN CITY AND SALISBURY LAND DEVELOPMENT LLC,
SALISBURY LAND LLC, AND SALISBURY DEVELOPERS INC.**

THIS SECOND AMENDMENT TO THE AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 5 day of January 2019 by and between Salisbury Land Development LLC, Salisbury Land LLC, and Salisbury Developers Inc. (hereinafter referred to collectively as the "Owners"), and Santaquin City, a fourth class city of the State of Utah (hereinafter referred to as the "City"), (together, the "Parties").

RECITALS

- A. WHEREAS, the Annexation and Development Agreement for the Ahlin Annexation Project Area was entered into October 18, 2000 and was recorded in the official records of the Utah County Recorder December 11, 2000 as Entry No. 97996:2000, (the Annexation and Development Agreement"), a copy of which is attached hereto as Exhibit A; and
- B. WHEREAS, the First Amendment to the Ahlin Annexation and Development Agreement was entered into March 5, 2014 and was recorded in the official records of the Utah County Recorder March 6, 2014 as Entry No. 15215:2014, (the "First Amendment"), a copy of which is attached hereto as Exhibit B; and
- C. WHEREAS, Salisbury Land Development LLC, Salisbury Land LLC, and Salisbury Developers Inc. have acquired an interest in all of the real property that is identified by Utah County Recorder serial number, 32:017:0126, 32:017:0196, 32:017:0145, 32:017:0193, 32:017:0195, 32:017:0148, 32:017:0149, 32:017:0194, 32:017:0192, 32:017:0191, 32:017:0138, 32:017:0152, 32:017:0142, 32:017:0185, 32:017:0184, 32:017:0186, 32:017:0187, 32:017:0188, 32:017:0139, 32:017:0141, and 32:017:0155, having approximately 143.22 acres and which is more particularly described in Exhibit C; and
- D. WHEREAS, the Parties desire to enter into this Agreement to clarify and modify certain development parameters for the Property as more particularly set forth herein; and
- E. WHEREAS, Owners desire to develop the property as shown in Exhibit C and cooperate with the City, as reasonably necessary, to construct Highland Drive between the northern most edge of the Project and Summit Ridge Parkway; and
- F. WHEREAS, this Second Amendment shall set forth parameters for development of that portion of the Property that is not subject to either the Annexation and Development Agreement or the First Amendment; and shall modify those prior agreements with respect to the Property only as specifically set forth herein, and all provisions of the Annexation and Development Agreement and the First Amendment that are not specifically amended, or not inconsistent with the provisions of this Second Amendment shall continue in full force and effect.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Santaquin Zoning Ordinance in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **“Applicant”** or **“Developer”** means the person or entity that applies for the development of a Project.
- 1.2 **“Buildout”** means the completion of all of the development of the Property.
- 1.3 **“Design Guidelines”** means the Santaquin City Construction Standards and Specification Details, as adopted by Santaquin City and as may be amended from time to time.
- 1.4 **“Frontage Road”** means the road that is described in the Agreement that is to be constructed nearly parallel to I-15 and which shall run south from northern most edge of the Project to Summit Ridge Parkway as illustrated in Exhibit B. The phasing plan contemplated and approved for such road is attached hereto as Exhibit D.
- 1.5 **“Owners”** means Salisbury Land Development LLC, Salisbury Land LLC, and Salisbury Developers Inc. Each of the Owners may be referred to individually as “Owner.”.
- 1.6 **“Project”** means any portion of the Property proposed for development by an Owner or any successors or assigns thereof.
- 1.7 **“Property”** means all of the real property described in Exhibit C hereto, which includes some of the real property included in the definition of Property included in the Ahlin Annexation and Development Agreement, together with additional real property acquired by Owners.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES.

2.1 General Rights and Responsibilities of Owner

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Owners accept and agree to comply with the impact, connection and building fees of the City currently in effect, or as amended, so long as any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time.

Owners agree not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 Statement Regarding “Compelling, Countervailing Public Interest”. The Parties acknowledge that they are familiar with the “compelling, countervailing public interest” test that is generally an exception to the doctrine of vested rights in the State of Utah.

2.1.2.1 The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify the Owners’ rights under this Agreement would be justified by a “compelling, countervailing public interest”.

2.1.2.1 If, however, it should be discovered that there did, in fact, exist, as of the date of this Agreement, material facts under which modification of the Owners’ rights under this Agreement would be justified by a “compelling, countervailing public interest,” Owners’ acknowledge that they neither have nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or should not have been aware as of the date of this Agreement.

2.1.3 Construction Mitigation. Prior to any development of a Project, Developer shall provide the following measures, all to the reasonable satisfaction of the City’s Engineer, to mitigate the impact of construction within the Project. Developer shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Project:

2.1.3.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

2.1.3.2 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed; and

2.1.3.3 Construction traffic routing plan to minimize traffic impacts on Santaquin City and residential areas as approved by the City.

2.1.4 Subsequent Applications Under Future Development Code. Without waiving any rights granted by this Agreement, Owners may, from time-to-time or at any time, choose to submit some or all of the Property for development under the version of the City’s Development Code in place at the time of the application. The foregoing shall not relieve Owners of any of their obligations contained in this Agreement pertaining to the Frontage Road or related improvements.

2.1.5 Compliance with Regulations. A Developer may apply for development of a Project so long as the proposed development complies with the provisions of this Agreement including the Concept Plan that is attached as Exhibit D and all City land use ordinances in effect on the date that the complete application was submitted to the City. Land use regulations which are applicable to the Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Property shall be subject to and comply with any future amendments or changes to the Uniform Building

Code, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Property, any Project, or any phase thereof. In the event that changes are made to applicable codes that would necessitate a reduction in the number of ERUs in a Project, the City agrees to take reasonable actions to assure that the number of ERUs will not be reduced below the number shown on the Property in Exhibit D.

2.2 General Rights and Responsibilities of the City

2.2.1 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Owners' detriment may render the City liable to such remedies as may be available to Owners under such circumstances.

2.2.2 Compliance with City Requirements and Standards. Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve them of their obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project, in effect at the time a complete application is submitted to the City for development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Owners specifically acknowledge that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property, and agree to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

2.2.3 Reimbursement Agreements. At the request of a Developer, the City may enter into Reimbursement Agreements, with any applicants for development of property which receives a direct benefit from easements, rights-of-way, roads, water (culinary and secondary) or sewer improvements installed by Developer. Any such agreement shall provide that the applicants shall be assessed a pro-rata charge for the direct benefit derived from any or all of the improvements described above. The City shall, in its sole discretion after consultation with Developers, determine the costs to be reimbursable to the Developers, the method of assessment, and the identity of the benefited property for purposes of reimbursement.

2.2.3.1 Reimbursement of Culinary Water Booster Pump. Development of the property will necessitate the construction of a culinary booster pump station construction of which will be the responsibility of Owners. Salisbury Land Development LLC shall receive impact fee reimbursements for installation of a booster pump station on the Property pursuant to the terms of this paragraph. The City agrees to modify its culinary water capital facilities plan, culinary water impact fee facilities plan, and culinary water impact fee analysis to incorporate the cost of the proposed booster pump station in its assessment of culinary impact fees utilizing a citywide basis of calculation. The City further agrees to effect the modification of said plans as quickly as possible with a good faith effort, recognizing that said effort may take as long as twelve months or more to complete. Beginning on the first day after the enactment of the modified culinary impact fee, the City agrees to reimburse the Owners the culinary

impact fees collected by the City from all remaining building permits issued within the Project. Culinary water impact fee reimbursements will not exceed the costs outlined for the booster pump station installed and accepted by the City, or City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the culinary water impact fees received from development within the Project during the quarter. If culinary water impact fees derived from the Project during the terms of this agreement are insufficient to cover the cost of the booster pump station, the City shall assume no liability for reimbursement to the Developer for the facilities.

2.2.4 Power of Eminent Domain. The City agrees that in the event a Developer needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Developer, may *consider* exercise of its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Developer so requesting.

2.3 Recording. The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Consideration of Adjacent Developments. Owners acknowledge that this Agreement contemplates development of all of the Property. Each Developer shall, at its sole cost and expense, construct the Project improvements set forth in this section 3 of sufficient size and capacity to serve the anticipated needs of the Property at Buildout. The Parties acknowledge that several properties in the surrounding area are being planned for development. Owners agree to collaborate and cooperate to assure adequate sizing and locating of public utilities and road systems.

3.2 Water

3.2.1 Obligations of Owners.

3.2.1.1 Water Systems. Owners are solely responsible for the construction of all water distribution facilities of sufficient capacity to handle the total estimated requirements of Buildout of the Property. Each Developer shall, at its sole cost and expense, design, build and dedicate to the City all water distribution facilities of sufficient capacity to handle the total estimated requirements of the Project. Such facilities shall be built according to City specifications and standards. All facilities necessary to provide water systems installed by Applicant within the Project, upon acceptance by the City, shall be owned, operated and maintained by the City. The obligations of Applicant or its successors or assigns shall include the construction of water distribution lines outside the Project and outside the Property as necessary to connect to and/or loop the existing Santaquin City water system. Applicant shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.2.1.2 Satisfaction of Water Rights Requirement. Owners hereby assert that they are familiar with Santaquin City Code § 8-1-10 and hereby agree that prior to either approval of a final plat or site plan for, or issuance of a building permit on, any parcel of property that is included in a Project, the owner of the subject parcel shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights. The City shall not be required to approve any final plat or site plan, or issue any building permit, until such requirements are fully satisfied.

3.2.2 City Obligations. Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.1.1.2) and payment of impact fees, the City shall provide water to all use areas served by such infrastructure within the Project at a level of service generally provided to other areas of the City and consistent with the City's capital facilities and operation plans.

3.3 Sanitary Sewer Service and Facilities

3.3.1 Owner's Obligations. In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Property at Buildout, Owners voluntarily agree as follows:

3.3.1.1 Easements and Installation. Owners shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities ("Wastewater Facilities"), located within each Project.

3.3.1.2 Construction of Sewer Infrastructure. Each Applicant for the development of a Project shall install, at its sole expense, all Wastewater Facilities which the City deems necessary to provide such disposal and treatment service from the Project to the existing Santaquin Sewer System, including both on-site and off-site improvements.

3.3.1.3 Payment of Sewer Impact Fees. All final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees in effect and generally applicable to other development within the City, at the time of building permit issuance.

3.3.2 City Obligations. Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, dedication and acceptance of all lines and necessary sewer-related improvements and easements, and the payment of all required impact fees and other fees described herein, the City shall provide to the Project, sanitary sewer service at a level generally provided to other areas of the City.

3.3.2.1 Due to the excavation and elevation changes needed to construct the Frontage Road outlined in section 3.4, the resulting topography of the affected areas of the Project will necessitate a northern sewer flow, which would otherwise not be needed for the construction of the Frontage Road. As such, the City

shall obtain all of the necessary easements, and shall cause to be constructed, a sewer main from the northern most point of the Project to Canyon Road to provide sewer service to the affected areas of the Project.

3.4 Transportation and Traffic Mitigation

3.4.1 Developer's Obligations. Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

3.4.1.1 Plans and Permits. Prior to any development of a Project, the Applicant shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "UDOT") if applicable.

3.4.1.2 Roads Within a Project. In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat or the documents, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. Prior to the construction of any of the improvements described herein, the Applicant shall obtain the City's written approval of all plans, drawings and specifications with respect to the alignment and construction of such road improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

3.4.1.3 Roads Outside the Project. The City shall obtain all of the necessary easements and rights of way for the construction of the extension of the Frontage Road from the Property to Canyon Road. The Developer shall obtain all of the necessary easements and rights-of-way for the construction of the extension of the Frontage Road from the Property to Summit Ridge Parkway and shall construct said Frontage Road extension and related improvements pursuant to the terms and provisions of this Agreement and/or the Design Guidelines.

3.4.1.4 Sidewalk, Curb and Gutter. Each Applicant for development of a Project shall construct, at its sole expense, Internal Curbing & Pedestrian Pathways in all portions of the Project as may be required by the City in connection with the approval of any final subdivision or development plat, or building permit.

3.4.1.5 Landscaping. Upon the City's approval of any final plat within a Project, the Applicant shall construct and create, at Applicant's sole cost and expense, landscape improvements as set forth in the City's Design Guidelines and Development Code. Such landscape improvements shall include the construction, creation, and maintenance of such improvements as shall be approved by the City in connection with the required development process.

3.4.1.6 Frontage Road Construction. The Parties agree that construction of the Frontage Road will be completed as outlined in Exhibit F of this agreement and as described below.

3.4.1.6.1 Any improvements provided by the City as described in Phase 4 of the Frontage Road Phasing Plan in Exhibit "F" attached hereto shall be constructed in whole or in part, at the sole discretion of the City. Owners hereby waive any and all claims against the City regarding any determination regarding if and when said improvements shall be constructed.

3.4.1.6.2 Developer(s) shall install all landscaping within the Frontage Road in accordance with the terms and specifications of Exhibit "F" attached hereto. No landscaping shall be installed unless prior approval from the City is received. Upon completion of the required landscaping and acceptance of the same by the City, any maintenance of the landscaping installed pursuant to the provisions of this subsection 3.4.1.6.2 will be the City's responsibility.

3.4.1.6.3 Owners shall, at its sole cost and expense, design and construct a reinforced masonry wall along the east side of the Frontage Road for the entire length of the Property, which wall shall be constructed of colored masonry as approved by the City, to six feet above final grade, in compliance with Design Guidelines. Construction shall be completed pursuant to the schedule for Phase 2 of the Frontage Road. The wall will not be dedicated to the City. Maintenance of the wall shall be the responsibility of the adjacent property owners.

3.4.2 City Obligations.

3.4.2.1 **Dedication.** The City shall accept the dedication of all streets in each Project, so long as such streets are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

3.4.2.2. **Frontage Road Landscaping.** Developer shall receive impact fee reimbursements for installation of landscaping and trail improvements along the frontage road, excepting the Developer's sidewalk costs associated with Phase 3 improvements outlined in Exhibit "E", which are included in the City's Park Impact Fee Facility Plans and associated analysis. Park impact fee reimbursements will not exceed the costs outlined for landscape and trail improvements installed and accepted by the City, or City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the parks impact fees received from development within the Project during the quarter. If park impact fees derived from the Project during the terms of this agreement are insufficient to cover the City approved park and trail improvements under this part, the City shall assume no liability for reimbursement to the Developer for the facilities.

3.5 Utilities.

3.5.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible for the provision of all utility infrastructure within the Project, including (but not necessarily limited to) the following:

3.5.1.1 As provided in § 3.2 hereof, culinary and secondary water systems, including all appurtenances;

3.5.1.2 As provided in § 3.3 hereof, sewer and sanitary systems;

3.5.1.3 Runoff and storm drainage;

3.5.1.4 Natural gas;

3.5.1.5 Electricity;

3.5.1.6 Street lighting; and

3.5.1.7 Telecommunications.

3.5.2 Easements, Rights-of-Way, Etc. Owners shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

3.5.3 City's Obligations. The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in the Property.

3.5.4 Underground Utilities. All utility lines, conduits, pipes, maintenance or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All such utilities necessary for appropriate service to the Project, whether within or outside the Project or the Property, shall be installed or replaced at the sole cost of the Applicant.

SECTION IV. ZONING

4.1 Amendment of the Santaquin Zoning Map.

4.1.1 Zoning. Upon execution of this agreement and the City's passage of an Ordinance making the zone change effective, the Property shall be zoned R-10 with a PUD overlay. Development of the Property as a planned unit development will be predicated upon compliance with all R-10 PUD standards including but not limited to open space dedication requirements, bonus density criteria, landscaping and architectural considerations and all City Design Guidelines.

SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property

to which the successor holds title, or which would apply to the Owners through whom the interest was acquired. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.

5.2 Transfer of Property. Owner shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Owner's rights under this Agreement.

5.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) each Project is a private development; (ii) City and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Owner; and (iii) nothing contained herein shall be construed as creating any such relationship between City and Owner.

5.4 Consent. In the event this Agreement provides for consent from the City or the Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.

5.5 Legal Challenges. In the event that any person challenges this Agreement or the development contemplated herein, upon request by an Owner, or with notice to Owners and Owners' consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Owners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Owner of an itemized list of costs, expenses, and fees.

SECTION VI. MISCELLANEOUS

6.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.3 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 Construction. This Agreement has been reviewed and revised by legal counsel for Owners, and by legal counsel for the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 Further Assurances, Documents, and Acts. Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by either the City or the Owners to any other party, individual or entity without assigning the obligations as well as the rights under this Agreement.

6.7 Governing Law, and Dispute Resolution, and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which are relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be Utah County, State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce, in whole or in part, this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

6.7.2 Default Litigation. If any Party hereto is required to engage the services of legal counsel by reason of the default of another Party, the nondefaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the

other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

*Santaquin City Recorder
45 West 100 South
Santaquin, UT 84655
Facsimile: (801) 754-3526*

Copy to:

*Brett B. Rich, Esq.
Nielsen & Senior
P.O. Box 970663
Orem, UT 84097*

If to Owners to:

Salisbury Land Development LLC

Salisbury Land LLC

Salisbury Developers Inc.

6.9 Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of sixteen (17) pages, including notary acknowledgment forms, and four (4) additional exhibit(s), which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Annexation and Development Agreement for the Ahlin Annexation Project Area
Exhibit B	First Amendment to the Ahlin Annexation and Development Agreement
Exhibit C	Legal Description of the Property with Illustrative Map
Exhibit D	Property Development Concept Plan
Exhibit E	Property Development Phasing Plan
Exhibit F	Frontage Road Phasing Plan

6.10 Duration. This Agreement shall continue in force and effect until all obligations hereunder have been satisfied, but shall not exceed twenty (20) years from the execution of this Agreement. In this event that less than all obligations hereunder have been satisfied this agreement shall expire and any further development of the Project Area shall proceed in accordance with all applicable laws and

ordinances in effect at the time of a completed application for a project, including the requirements for dedication of water rights.

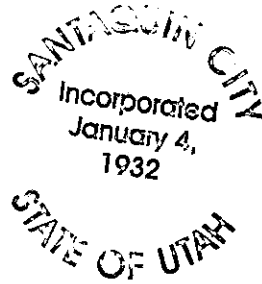
IN WITNESS WHEREOF, this Agreement has been executed by the Owners, by persons duly authorized to execute the same and by the City of Santaquin, acting by and through its City Council as of the 5 day of January, 2019.

(Signature page on next page)

Kirk F. Hunsaker
Kirk F. Hunsaker, Mayor

ATTEST:

Susan Parnsworth
Susan Parnsworth, City Recorder



APPROVED AS TO FORM:

Brett B. Rich
Brett B. Rich, City Attorney

Owners:

[Signature]
Salisbury Land Development LLC

[Signature]
Salisbury Land LLC

[Signature]
Salisbury Developers Inc.

STATE OF UTAH)
:ss
COUNTY OF UTAH)

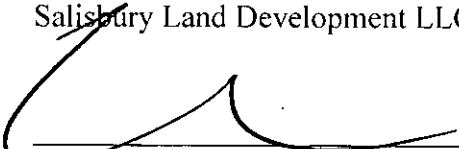
On this ___ day of _____, 2017, before me personally appeared [NAME], personally known to me, who after being duly sworn acknowledged to me that he executed this document. Witness my hand and official seal.

Notary Public

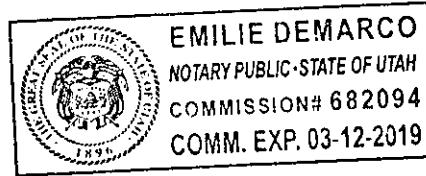
STATE OF UTAH)
:ss
COUNTY OF UTAH)

Rick M. Salisbury

On this 5 day of February, 2019, before me personally appeared [NAME], personally known to me, who after being duly sworn acknowledged to me that he executed this document on behalf of Salisbury Land Development LLC. Witness my hand and official seal.



Notary Public



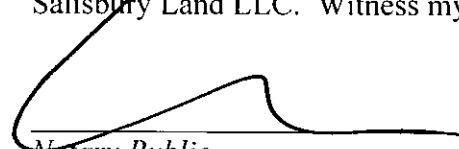
STATE OF UTAH)

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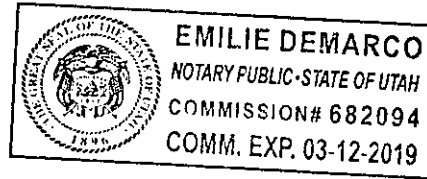
COUNTY OF UTAH)

Rick M. Salisbury

On this 5 day of February, 2019, before me personally appeared [NAME], personally known to me, who after being duly sworn acknowledged to me that he executed this document on behalf of Salisbury Land LLC. Witness my hand and official seal.



Notary Public



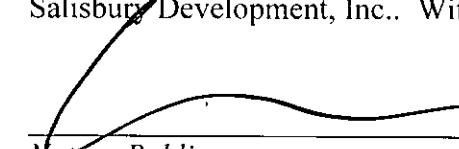
STATE OF UTAH)

:ss

COUNTY OF UTAH)

Rick M. Salisbury

On this 5 day of February, 2019, before me personally appeared [NAME], personally known to me, who after being duly sworn acknowledged to me that he executed this document on behalf of Salisbury Development, Inc.. Witness my hand and official seal.



Notary Public

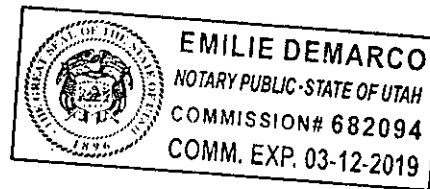


Exhibit A: Annexation and Development Agreement for the Ahlin Annexation Project Area

mail to
Santquin City

ENT 97996:2000 PG 1 of 9
RANDALL A. DOWINGTON
UTAH COUNTY RECORDER
2000 Dec 11 3:12 pm FEE 0.00 BY SB
RECORDED FOR SANTQUIN CITY

ANNEXATION AND DEVELOPMENT AGREEMENT

This Agreement is made and entered into this 18th day of October, 2000, by and between Santaquin City, a municipality and political subdivision of the State of Utah, (hereinafter "the City" and Warren L. Ahlin and Thelma Ahlin, as Managers of Ahlin A Bar Ranch, L.C., a Utah Limited Liability Company, Edwin T. Ahlin and Colleen S. Ahlin, as Managers of Ahlin Farms, L.C., a Utah Limited Liability Company, Warren L. Ahlin, individually, Edwin T. Ahlin, individually, Colleen S. Ahlin, individually, Thelma Ahlin, individually, Warren L. Ahlin, as Trustee of the Warren L. Ahlin Family Trust, Thelma Ahlin, as Trustee of the Thelma Ahlin Family Trust, Edwin T. Ahlin, as Trustee of the Edwin T. Ahlin Family Trust, Colleen S. Ahlin, as Trustee of the Colleen S. Ahlin Family Trust, Ted S. Ahlin, individually, Mark E. Ahlin, individually, and Warren L. Ahlin and Edwin T. Ahlin as Managers of Ahlin Real Estate, L.C., a Utah Limited Liability Company, and their successors and assigns, (hereinafter the "Applicant").

WHEREAS, the State of Utah has enacted legislation which requires municipalities to adopt an annexation policy declaration as a condition precedent to annexing unincorporated territory having more than five acres; and,

WHEREAS, the City desires to annex territory on its boundaries; and,

WHEREAS, urban development should occur within cities and the City desires to encourage urban development within its boundaries rather than allowing urban development on the City's periphery; and,

WHEREAS, the City is authorized to inter annexation and development agreements in appropriate circumstances in order to promote orderly development of property within its boundaries and to provide other benefits in connection with such developments; and,

WHEREAS, it is further understood and agreed that the performance of the obligations set forth herein are independent of and in addition to compliance by the Applicant with all applicable laws, ordinances, requirements and regulations of the City.

NOW THEREFORE, in consideration of the foregoing goals and objectives and the covenants and promises set forth below, the parties agree as follows:

1. **PURPOSE OF THIS AGREEMENT** The purpose of this agreement is to provide for the annexation of certain real property into the City, to designate the zoning that will attach to the property upon its annexation, and to provide for the development of the Annexation within the boundaries of the City in accordance with the development plan approved by the City Planning Commission and the City Council.

2. **ANNEXATION** The City, pursuant to a petition filed by a majority of the

land owners within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt a resolution/ordinance of annexation and thereby to annex the area described on the annexation plat which is attached hereto and incorporated herein by this reference into Santaquin City. The area to be annexed is part of the unincorporated area of Utah County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State Law.

3. **DESCRIPTION OF LAND** The property to be annexed is located in Utah County, State of Utah and is described in Exhibit "A" attached hereto.

4. **ZONING AND DENSITY CLASSIFICATION** The City hereby agrees that this property shall be zoned R-15 and may be included in the Planned Unit Development Ordinance and may have a density of 3.56, or less, as per those respective ordinances. The concept is that the Applicant shall have a mixed use of single family, town homes and other uses consistent with the submitted concept plan and within the approved density shall be allowed as may be approved by the City. There is approximately 37 acres of commercial property that shall be zoned C-1. (All uses that are customarily accessory and incidental to both zoning designations shall apply and both zoning designations will be subject to the requirements as prescribed in that section of the Zoning Ordinance of Santaquin City.) Upon annexation the Property will become subject to all ordinances, regulations, mater plans, subdivision regulations and land use regulations of the City. The density and master plan will be determined in light of the master plan, open space and entry corridor policies of the City. The Applicant shall record prior to the sale of any lots, any necessary deed, covenants, conditions and restrictions that will preclude the re-subdivision and further density development of this property. In addition, the Applicant, will use its best efforts to grant to the City a scenic easement in the open space property which encumbrance will exist in perpetuity and preclude the further development of this land.

5. **DEVELOPMENT TO CONFORM TO APPROVED PLAN** All development shall be subject to and in accordance with the approved plans to be submitted to the Council. The development shall comply with all applicable building, subdivision, sewer, water and other ordinances as may be established from time to time by the City. All required bonds shall be in place in the approved amounts prior to the commencement of any development work on the property.

6. **ROADS** All roads shall be designed to the City's standards and in accordance with the applicable zoning designation, including adequate provision for ingress and egress and construction traffic as determined by the City. All roads shall be approved by the City Engineer. The Applicant shall provide collector roads in conformity with the Master Plan and shall provide a frontage corridor, including all right-of-way, along the east side of I-15 to the Santaquin South exit of I-15. The Applicant shall also be responsible to comply with requirements imposed by UDOT and to obtain any necessary right-of ways and permits required by UDOT or Santaquin City.

7. **SURFACE WATER RUN-OFF CONTROL** The Applicant shall detain all surface water run-off on site. At such time as the Master Plan for Surface Water Run-Off is approved by the City, the applicant shall be required to comply with the requirements and standards set forth in the Master Plan. Applicant understands that it may be required to install dry pipe to comply with said Master Plan. All storm drainage will be handled through detention and infiltration. The Applicant shall perform percolation tests for each proposed detention area to ensure that drainage meets the City Engineers approval. The spring flood run-off, coming from the Basin at the mouth of Santaquin Canyon, which crossed this property must also be discussed and plans made to provide for the protection of the future property owners in this development. (This plan should include all parties to the original agreement to establish the flood control basin. Clyde Naylor, Utah County Engineer, should be contacted regarding the plan.) Prior to the sale of any commercial lot and prior to the issuance of a building permit for a commercial lot, the developer shall obtain the City Engineer's approval for said lot to ensure that the storm drainage will be contained and infiltrated.

8. **SEWER** The Applicant will be required to connect into the City Sewer System and to install the necessary sewer line at the Applicant's sole expense. The size of the sewer line shall be sufficient to carry the flow from the property to the sewer lagoons as determined by the City Engineer. The City Engineer and the Applicant shall also decide on the placement of the sewer line previous to its installation. Should the Applicant be required to oversize the sewer line such that it provides more flow and capacity for the City than that actually used by the property, (i.e if the infrastructure and facilities installed by Applicant are able to service other properties than that of the Applicant), Applicant shall be entitled to reimbursement as provided in Santaquin City Subdivision Ordinance; or as may be agreed upon by the City and Applicant through a credit or reimbursement of impact fees collected by the City. The Applicant may work in concert with the Summit Ridge Development Group and install a joint sewer system. The Applicant shall obtain the necessary permits from all applicable authorities for the boring and placement of the sewer pipe under roads, free-ways, ditches or other obstructions for installation of a trunk line to an existing facility or to new facilities which go all the way to the sewer lagoons.

9. **WATER SYSTEM IMPROVEMENTS AND EXTENSIONS** The Applicant shall install all culinary water system improvements and on-site improvements as may be necessary to provide adequate pressure and flow as determined by the City Engineer. In order to provide adequate pressure and flow it may be necessary for Applicant to make improvements to the existing system, including, a water tank, spring development, drill a well or major distribution lines and pump stations. Applicant shall be entitled to reimbursement as provided in Santaquin City Subdivision Ordinance; or as may be agreed upon by the City and Applicant through a credit or reimbursement of impact fees collected by the City. The reimbursement shall be determined by the City Engineer and the Applicant based upon an analysis by the City Engineer as to the impact of the above stated infrastructure on the Santaquin City water system as a whole. (i.e if the

infrastructure and facilities installed by Applicant are able to service other property beside that of the Applicant.)

10. **WATER EXACTION FEE** The Applicant shall provide the required water shares and or make payment in lieu of said water shares to Santaquin City. The water share exaction or payment in lieu of shall be computed as set forth in Exhibit "B" attached hereto. Santaquin City Water Ordinances. The total water shares for the annexed property shall be jointly held in escrow jointly owned by Applicant and Santaquin City. Applicant may continue to use the water for its intended purpose. Prior to the recording of each plat within the annexed property, the Applicant shall convey that portion of the water to the total acreage of the recorded plat to the City. In the event that the Applicant fails to develop the property as set forth in this Agreement and by reason of any substantial breach of this Agreement, the Applicant shall convey the remaining water rights held in escrow to the City. In the event that it is necessary for the Applicant to transfer water rights, the Applicant shall provide along with the conveyance of water an engineers permanent change application. In the event that the Applicant, or any agents or assignees of the Applicant apply for any additional acreage to be annexed, the water right or equivalent will be transferred to the City. It is also agreed that all such water rights conveyed to the City shall be used for the water exaction for that annexation. This paragraph shall not limit the City to require additional water rights as defined in the water ordinances for any future annexation. The parties agree and understand that the amount of water conveyed to Santaquin City shall be considered as of the point of delivery to Santaquin City's existing system.

11. **UTILITY & GAS LINES** The Applicant agrees to install natural gas, electrical lines, cable television, telephone lines for development of the property.

12. **CITY FEES** Upon annexation, the Property is for all purposes part of the City, and is fully subject to all of its policies, ordinances, regulations, and tax levies, including levies for previously issued bonds. Except as set forth in this Agreement, all subdivisions and building fees, building permits, engineering inspection and general impact fees will be imposed on the annexed property in the same manner that they are applied elsewhere in the City.

13. **FULL DEVELOPMENT** The Applicant shall use due diligence to develop the property upon the execution of this agreement and shall immediately commence the engineering and layout of the property so that the first phase can be approved within one year from the date of this Agreement. Failure on the part of the Applicant to meet the schedule set out above will cause the annexation to become null and void.

14. **INTEGRATION** The foregoing constitutes the full and complete agreement by and between these parties and shall supersede all prior oral or written agreements, representations or discussions. This agreement shall be binding on the successors and assigns of the parties hereto.

15. **AMENDMENT OF AGREEMENT** This agreement may be amended only in writing and signed by the parties hereto or their successors and assigns.

16. **ASSIGNMENT** This agreement may not be assigned by the Applicant without the express written approval of the City. The City shall require the assigned to be able to demonstrate financial ability to complete the development.

17. **SEVERABILITY** If any portion, part or paragraph of this agreement shall be held or deemed to be illegal, unconstitutional, inoperative or otherwise unenforceable, the same shall not affect any other section, paragraph, provision or provisions contained herein, nor shall it render the same invalid, inoperative or unenforceable to any extent whatsoever.

18. **AGREEMENT TO RUN WITH THE LAND** This agreement shall be recorded against the Property and shall be deemed to run with the Property. This Agreement shall be binding upon and inure to the benefit of all successors in interest to the Property.

19. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**

This Annexation and Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.


20. **ATTORNEY FEES AND COSTS** In the event of a breach of this Agreement, the breaching party shall pay to the enforcing party all reasonable costs of enforcement, with or without suit, including a reasonable attorney's fee, together with such other legal cost as may be authorized by law.

This annexation agreement has been authorized by a resolution, duly adopted by the Mayor and City Council of Santaquin, Utah at a regularly scheduled meeting of that body, pursuant to public notice thereof, held on the 18 day of October, 2000. A true and correct copy of the resolution is attached hereto and incorporated herein by this reference.

CITY OF SANTAQUIN

ATTESTED BY


MAYOR


CITY RECORDER

Warren L Ahlin
WARREN L. AHLIN, AS MANAGER OF
AHLIN A BAR RANCH, L.C., A UTAH
LIMITED LIABILITY COMPANY

Thelma Ahlin
THELMA AHLIN, AS MANAGER OF
AHLIN A BAR RANCH, L.C., A UTAH
LIMITED LIABILITY COMPANY

Edwin T Ahlin
EDWIN T. AHLIN, AS MANAGER OF
AHLIN FARMS, L.C., A UTAH
LIMITED LIABILITY COMPANY

Colleen S Ahlin
COLLEEN S. AHLIN, AS MANAGER OF
AHLIN FARMS, L.C., A UTAH
LIMITED LIABILITY COMPANY

Warren L Ahlin
WARREN L. AHLIN, INDIVIDUALLY

Edwin T Ahlin
EDWIN T. AHLIN, INDIVIDUALLY

Colleen S Ahlin
COLLEEN S. AHLIN, INDIVIDUALLY

Thelma Ahlin
THELMA AHLIN, INDIVIDUALLY

Warren L Ahlin
WARREN L. AHLIN, AS TRUSTEE OF
THE WARREN AHLIN FAMILY TRUST

Thelma Ahlin
THELMA AHLIN, AS TRUSTEE OF
THELMA AHLIN FAMILY TRUST

Edwin T Ahlin
EDWIN T. AHLIN, AS TRUSTEE OF
THE EDWIN T. AHLIN FAMILY TRUST

Colleen S Ahlin
COLLEEN S. AHLIN, AS TRUSTEE OF
COLLEEN S. AHLIN FAMILY TRUST

Ted S Ahlin
TED S. AHLIN, INDIVIDUALLY

Mark E Ahlin
MARK E. AHLIN, INDIVIDUALLY

Warren L Ahlin
WARREN L. AHLIN, AS MANAGER OF
AHLIN REAL ESTATE, L.C., A UTAH
LIMITED LIABILITY COMPANY

Edwin T Ahlin
EDWIN T. AHLIN, AS MANAGER OF
AHLIN REAL ESTATE, L.C., A UTAH
LIMITED LIABILITY COMPANY

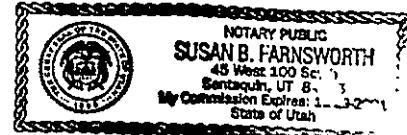
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

~~ENT 97996:2000 PG 7 of 9~~

On the 19 day of October, 2000 personally appeared before me Warren L. Ahlin and Thelma Ahlin, as Managers of Ahlin A Bar Ranch, L.C., a Utah Limited Liability Company, Edwin T. Ahlin and Colleen S. Ahlin, as Managers of Ahlin Farms, L.C., a Utah Limited Liability Company, Warren L. Ahlin, individually, Edwin T. Ahlin, individually, Colleen S. Ahlin, individually, Thelma Ahlin, individually, Warren L. Ahlin, as Trustee of the Warren L. Ahlin Family Trust, Thelma Ahlin, as Trustee of the Thelma Ahlin Family Trust, Edwin T. Ahlin, as Trustee of the Edwin T. Ahlin Family Trust, Colleen S. Ahlin, as Trustee of the Colleen S. Ahlin Family Trust, Ted S. Ahlin, individually, Mark E. Ahlin, individually, and Warren L. Ahlin and Edwin T. Ahlin as Managers of Ahlin Real Estate, L.C., a Utah Limited Liability Company, who being duly sworn did sign and execute the same.

Susan B. Farnsworth
NOTARY PUBLIC

Residing at: *Santaquin*
My commission expires *11-29-01*



**TABLE 2
SANTAQUIN CITY
WATER REQUIRED FOR ANNEXATION
AND USERS OUTSIDE OF THE CITY**

1 ACRE REQUIREMENT

According to the study:

1. The City will require 3 acre feet of water for every acre that can be developed within the annexation (this computation excludes the streets.)
2. The City is basing the cost analysis on the current value of Summit Creek Irrigation Company water shares, and the relationship of Summit Creek Water to the requirement above.
3. Each share of Summit Creek Water is equivalent to 1.8 Acre Feet.
4. Each acre of land that can be developed would require 1.67 shares of Summit Creek Water
5. If the land to be annexed meets the criteria stated in the ordinance of the requirements for "unwatered" land, then an assessment of \$1650. per acre foot will be levied. This computes to \$4950.00 per acre of land that can be developed in lieu of water (this computation will exclude the streets.)

AHLIN ANNEXATION ATTACHMENT "A"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO SANTAQUIN CITY, UTAH COUNTY, UTAH.

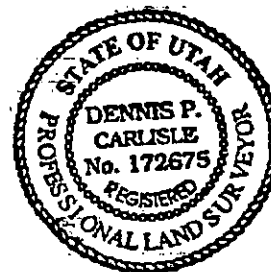
BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING SANTAQUIN CITY BOUNDARY LINE, SAID POINT BEING LOCATED N00°05'18"W, ALONG THE SECTION LINE 687.54 FEET AND EAST 1354.45 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, S.L.B.&M.; THENCE ALONG THE FOLLOWING COURSES & DISTANCES:

COURSE	DISTANCE	REMARKS
EAST	176.15	
ALONG AN ARC	L- 2448.06	R=11,579.03 Δ=12°06'49" CH: N41°06'08"E 2,443.50
N47°09'30"E	232.62	
S89°19'56"W	685.13	
N00°39'00"W	136.04	
S64°22'49"E	144.63	
S89°32'00"E	200.00	
N25°23'00"E	180.00	
N89°32'00"W	201.34	
N25°37'11"E	1842.86	
N88°43'53"E	622.76	
N00°22'17"E	85.20	
N00°22'21"E	181.30	
N88°21'11"E	612.79	
S02°53'49"E	11.54	
N88°57'52"E	61.05	
S02°07'34"E	57.62	
S88°59'58"W	65.05	
S02°28'43"E	653.65	
N46°59'53"E	507.42	
S00°04'32"E	1788.84	
S00°04'33"E	2624.08	
S88°48'41"W	2620.56	
S89°19'21"W	1869.47	
N61°03'41"E	202.73	
ALONG AN ARC	L- 363.54	R-1,223.24 Δ=17°01'40" CH: N42°41'14"E 362.20
N36°23'31"E	262.97	
NORTH	102.31	
		CONTAINS: 286.44 ACRES
BASIS OF BEARING: ALONG THE SECTION LINE AS SHOWN HEREON		

Dennis P. Carlisle
 PROFESSIONAL LAND SURVEYOR

Nov. 15, 2000
 DATE



SURVEYOR'S SEAL

Exhibit B: First Amendment to the Ahlin Annexation and Development Agreement

A RESOLUTION OF SANTAQUIN CITY APPROVING AN AMENDMENT TO THE AHLIN PROPERTY DEVELOPMENT AGREEMENT REGARDING THE PHASING OF REQUIRED DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS BETWEEN SANTAQUIN CITY, RICH BARTON, AND IREWOOD NEVADA, LLC.

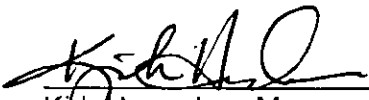
WHEREAS, the Annexation and Development Agreement for the Ahlin Annexation Project Area was entered into October 18, 2000 and was recorded in the official records of the Utah County Recorder December 11, 2000 as Entry No. 97996:2000 (the "Development Agreement"); and

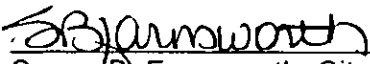
WHEREAS, Mr. Rich Barton and Irewood Nevada, LLC., have acquired title to all of the real property that is described in the Development Agreement, except for approximately 24 acres that contains the City's Pressurized Irrigation Pond, making them party to all rights, responsibilities, and obligations under the Development Agreement; and

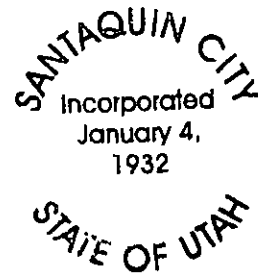
WHEREAS, Mr. Rich Barton, Irewood Nevada, LLC., and Santaquin City desire to clarify the terms of the Development Agreement pertaining to phasing of required development infrastructure.

NOW THEREFORE, LET IT BE RESOLVED, that the governing body of Santaquin City approves the First Amendment to the Ahlin Annexation and Development Agreement between Santaquin City, Mr. Rich Barton and Irewood Nevada, LLC which clarifies the phasing of required development infrastructure (See Attached).

Approved the 5th day of March, 2014.


Kirk Hunsaker, Mayor


Susan B. Farnsworth, City Recorder



ENT 15215:2014 PG 1 of 15
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Mar 06 1:46 AM FEE 38.00 BY ED
RECORDED FOR SANTAQUIN CITY CORPORATION

**FIRST AMENDMENT TO
AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT (the "Amendment") is entered into as of the 5 day of March, 2014 by and among Rich Barton ("Barton"), IREWOOD NEVADA, LLC, a Nevada limited liability company ("Irewood") and SANTAQUIN CITY, a fifth class city of the State of Utah ("City" or "Santaquin") (together, the "Parties").

RECITALS

- A. WHEREAS, the Annexation and Development Agreement for the Ahlin Annexation Project Area was entered into October 18, 2000 and was recorded in the official records of the Utah County Recorder December 11, 2000 as Entry No. 97996:2000 (the "Development Agreement") a copy of which is attached hereto as Exhibit A; and
- B. WHEREAS, Barton and Irewood have acquired title to all of the real property that is described in the Development Agreement ("the Land"), except for approximately 24 acres that contains the City's Pressurized Irrigation Pond; and
- C. WHEREAS, the Parties desire to enter into this Amendment to clarify and modify certain development parameters for the Land as more particularly set forth herein; and
- D. WHEREAS, the Parties acknowledge that this Amendment does not modify any provisions of the Development Agreement affecting any part of the Ahlin Annexation other than the Land; and
- E. WHEREAS, Barton and Irewood have agreed to cooperate with the City as reasonably necessary to comply with the terms of the Development Agreement and this Amendment, and agree to be bound by the terms of this Amendment, as evidenced by their signatures below; and
- F. WHEREAS, Barton and Irewood intend to take all steps necessary to develop the Land according to the Development Agreement and this Amendment; and
- G. WHEREAS, this Amendment shall modify the Development Agreement with respect to the Land only as specifically set forth herein, and all provisions of the Development Agreement which are not specifically amended herein shall continue in full force and effect.
- H. WHEREAS, the modifications set forth in this Amendment are consistent with the planning objectives and goals of the City for the Development Agreement approved pursuant to Ordinance No. 12-3-2000.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Amendment that is not otherwise defined herein shall have the meaning given in the Development Agreement. Terms defined herein are as follows:

1.1 **“Developer”** means any individual or entity, its assigns and successors in interest, whether in whole or in part, which may or may not include an Owner, that seeks approval of a final plat for subdivision of development of all or any portion of the Land or the establishment of any Project.

1.2 **“ERU”** means Equivalent Residential Unit as the term is defined in the Santaquin City Land Uses Ordinances.

1.3 **“Frontage Road”** means the road that is described in the Development Agreement that is to be constructed on the Land adjacent to I-15 and which shall run from 900 South to I-15 exit 242, commonly known as the South Santaquin interchange. The phasing plan contemplated and approved for such road is attached hereto as Exhibit B.

1.4 **“Owners”** for purposes of this Amendment means BARTON and IREWOOD who own all of the Land.

1.5 **“Plat A”** for purposes of this Amendment means that project and the area shown in Exhibit C, which is attached hereto.

1.6 **“Preliminary Plat”** means that preliminary plat for development of the Land that was approved by the City, a copy of which is attached hereto as Exhibit D.

1.7 **“Project”** means the improvement and development of the Land pursuant to the Development Agreement, as amended hereby.

1.8 **“Warranty Bond”** means ten percent of the City engineers cost of construction as outlined and set forth in the Santaquin City Code.

1.9 **“Development Standards”** means the Santaquin City construction Standard Specifications and Drawings adopted by resolution of the City Council on June 20, 2012, and as may be amended from time to time.

SECTION II. SPECIFIC AMENDMENTS

The Development Agreement shall be specifically amended as follows:

2.1 **Construction of Frontage Road.** The parties agree that the provisions of the Development Agreement that require that the construction of the Frontage Road be completed as part of the first phase of development of the Property shall be amended to provide for construction and completion of the Frontage Road as follows:

2.1.1 The construction of the Frontage Road shall not be required as a prerequisite to development of the Land, a Project, or Phase 1 except as required by the City Development Standards and those stipulations outlined in this agreement.

2.1.2 No Frontage Road construction shall be required as part of the approval of Plat A but Plat A must otherwise meet full compliance with City construction standards.

2.1.3 Developer shall construct Phases 1 through 3 of the Frontage Road in phases as outlined in Exhibit B of this agreement.

2.1.4 The City shall establish an escrow account ("Escrow") for the purpose of receiving and holding monies received from Developer for the purpose of assuring completion of that portion of the Frontage Road described in Phases 1 and 2 of Exhibit B. No interest shall accrue on any monies placed in the Escrow. Notwithstanding any provision of this First Amendment, the City neither represents, nor guarantees that the amounts deposited into the Escrow will be sufficient to commence or complete all or any portion of the Frontage Road.

2.1.5 The Developer shall deposit into Escrow an amount equal to \$3,333 per lot or \$7,042 per acre being platted in a Project, whichever is more. Deposit of these funds shall take place with the closing of each lot. However, the requirement for deposits to the Escrow shall cease when a bond, including Warranty Bond, that satisfies the applicable provisions of the Santaquin City Code and Development Standards, is posted for completion of the Phase 2 Frontage Road. Within 30 days of said bonds being posted, all amounts deposited into the Escrow shall be returned to the Owners or Developers who deposited the same, or their designees.

2.1.6 Within thirty (30) days after City's acceptance of the Frontage Road improvements, as required in Exhibit "B" attached hereto, City agrees to disburse funds from Escrow to Developer(s) on a pro rata basis according to amounts contributed to Escrow and percentage of work completed.

2.1.7 All bonding provisions of the Santaquin City Land Use Ordinances shall apply to all Projects, which includes construction of the Frontage Road. The Escrow may be drawn upon, in accordance with bonding provisions of the Santaquin City Land Use Ordinances.

2.1.8 The Parties agree that in no event shall any final plat be approved which when combined with all previously approved final plats for Projects on the Land would cause the aggregate number of approved ERUs to exceed 150 without the Phase 2 Frontage Road being fully constructed.

2.1.9 In the event that no appropriate bond for the completion of Phase 2 is delivered to the City within five (5) years of the execution of this Agreement, the City may withdraw funds from the Escrow and use said funds to reimburse the City for any and all costs: first, of the enforcement of the Development Agreement and/or this Amendment (including reasonable attorneys' fees); and next to pay for the costs of the completion of the Phase 2 Frontage Road.

2.1.10 Any development adjacent to or including a portion of the master planned right-of-way for the Frontage Road must include full improvements of that portion of the Frontage Road adjacent to or included within the Project area as outlined in Phase 3 of Exhibit B, together with all Phase 3 improvements between that portion of the Frontage Road and either the existing street improvements at 900 South, or the South Santaquin I-15 interchange, so that all portions of the Property with Phase 3 improvements shall be connected to either 900 South or to the South Santaquin I-15 Interchange.

2.1.11 Developer(s) shall install and maintain all landscaping within the Frontage Road in accordance with the terms and specifications of Exhibit "B" attached hereto.

2.1.12 The Parties agree that only the Owner and Developer are responsible for the timing and/or sequence of the development of the Land under the Development Agreement and this Amendment; that the City shall have no responsibility to allocate any portion of the 150 ERU's described in 2.1.8 and the Parties waive any and all claims against the City relating to the allocation of the ERU's between the Owners of the Land.

2.1.13 Any improvements provided by the City as described in Phase 4 of the Frontage Road Phasing Plan in Exhibit "B" attached hereto shall be constructed at the sole discretion of the City. Owners hereby waive any and all claims against the City regarding any determination regarding if and when said improvements shall be constructed.

2.2 Maximum Densities. The parties hereby agree that the maximum density for development of the Property shall not exceed the maximum density shown on the Preliminary Plat. The parties also agree that the maximum density for that portion of the property designated on the Preliminary Plat as Phase 1 shall not in any case exceed the maximum density shown on Phase 1 of the Preliminary Plat and that the maximum density for that portion of the property designated on the Preliminary Plat as Phase 2 shall not in any case exceed the maximum density for that portion of the property designated on the Preliminary Plat as Phase 2.

2.3 Irewood Property Use. The Irewood Property shall be allowed the uses provided for in the zoning ordinance existing as of June 4, 2012 and a net density of not less than 3.56 units per acre for the residential area within the Irewood Property and the Irewood Property shall continue to qualify for the same PUD density bonus as existed on June 4, 2012. Further, no additional restrictions on the development, use, type and quality of construction and density of the Irewood Property via overlay zones, conditional use, variances or zone change shall impact or effect said property it being the intent of the parties that the Irewood Property shall be developed in accordance with the zoning and development agreement affecting said property.

2.4 Access Between Owners' Properties. Owners agree that prior to any recordation of a plat for development on the Land, access across the Barton property will be provided to Irewood. Such access shall fully satisfy all obligations of the City set forth in paragraph 9 of the Agreement between Irewood and the City dated June 4, 2012 to assure access to the Irewood property. Irewood releases and shall hold harmless the City for any and all further responsibility to provide such access as per the June 4, 2012 Agreement.

2.5 Extension of Utilities and Services. The parties acknowledge that the Development Agreement anticipated that the owners of the Land would jointly and cooperatively develop the Land and would provide access and utilities to all parts of the Land. Owners agree that each Project shall be designed and constructed in such a manner that will accommodate the extension of road ways and utilities and related infrastructure to all of the Land as contemplated in the Development Agreement and illustrated in the phasing plan attached hereto as Exhibit E (Phasing Plan). The Phasing Plan anticipates the Barton property will develop first and extend utilities and roads to the Irewood property with the third phase of development. Developers will provide, at their sole expense, such extensions to Owners' properties in accordance with the City approved Phasing Plan. Any changes to the Phasing Plan must be approved by all Parties to this agreement.

2.6 **Indemnification.** Owners hereby agree to indemnify and hold harmless the City and its officers, agents and employs from any and all damages and claims of third parties arising from or related to this Amendment.

2.7 **City Improvements.** All improvements constructed on the Land shall comply with all applicable City and State regulations.

2.8 **Enforcement by City.** The City may require that any Owner or Developer enforce the design guidelines and may enforce all City Development Standards and regulations applicable within the City generally.

2.9 **Water System Improvement.** The City Council acknowledges that an 8-inch water line must be designed and constructed between Canyon Road and Pole Canyon Road in order to cure existing water system deficiencies in the area and provide for future development capacity. Developer agrees to design and construct said water line with Plat A and will be reimbursed by the city for the actual costs of such work. The actual costs of construction must be established through open, competitive bidding processes, in which the Developer agrees to utilize the lowest responsible bidder for the work.

SECTION III. MISCELLANEOUS

3.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Amendment, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Amendment as if fully set forth herein.

3.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

3.3 **Severability.** If any provision of this Amendment or the application of any provision of this Amendment to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Amendment shall continue in full force and effect.

3.4 **Construction.** This Amendment has been reviewed and revised by legal counsel for Developer, Owner and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Amendment.

3.5 **Further Assurances, Documents and Acts.** Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Amendment and the actions contemplated hereby. All provisions and requirements of this Amendment shall be carried out by each Party as allowed by law.

3.6 **Assignment.** Neither this Amendment nor any of the provisions, terms or conditions hereof can be assigned by the Developer or the Owner to any other party, individual or entity without assigning the rights as well as the obligations under this Amendment and complying with the other provisions herein concerning assignments. The rights of the City under this Amendment shall not be assigned, but the City is authorized to enter into a contract with a third party to perform obligations of the City to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

3.7 **Amendment to Run with the Land.** A Memorandum of this Amendment shall be recorded against the Land and shall be deemed to run with the land.

3.8 **Governing Law and Dispute Resolution.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah. Any and all disputes arising out of or related to this Amendment or the Parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties to the dispute. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action. In the event any dispute arising hereunder is not resolved through mediation, the parties to that dispute may pursue any other remedy allowed by law.

3.9 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

With a copy to:

Susan Farnsworth	Nielsen & Senior
Santaquin City Recorder	15 W. South Temple, Suite 1700
275 West Main Street	Salt Lake City, Utah 84101
Santaquin, Utah 84655	Email: bbr@ns-law.com
Facsimile: (801) 754-3526	Attention: Brett B. Rich

If to Rich Barton to:

With a copy to:

	Jimmy DeGraffenreid
69 E. Hudson Lane	30 E. Deer Meadow Circle
Elk Ridge Utah 84651	Woodland Hills UT 84651

--	--

If to Irewood Nevada, LLC to:

With a copy to:

Alan Thomson	Glen Roberts
2411 N. 750 East	334 E. Southfield Road
Provo Utah 84602	Spanish Fork Utah 84660

3.10 **No Third Party Beneficiary.** This Amendment is made and entered into for the sole protection and benefit of the Parties and their assigns, subject to the provisions of the Development Agreement. No other Party shall have any right of action based upon any provision of this Amendment whether as third party beneficiary or otherwise.

3.11 **Counterparts and Exhibits.** This Amendment may be executed in duplicate counterparts, each of which is deemed to be an original. This Amendment consists of eight (8) pages, and an additional five (5) exhibits, which together constitute the entire understanding and agreement of the Parties to this Amendment. The following exhibits are attached to this Amendment and incorporated herein for all purposes:

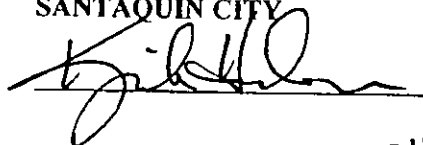
- Exhibit A Ahlin Annexation and Development Agreement
- Exhibit B Frontage Road Phasing Plan
- Exhibit C Foothill Village Plat A
- Exhibit D Preliminary Plat
- Exhibit E Barton Property Phasing Plan

3.12 **Duration.** This Amendment shall continue in force and effect until all obligations under the Development Agreement relating to the Land have been satisfied.


3.13 **Acknowledgment.** By its signature below Owners acknowledge that the property owned by such owner at the time of execution of this Amendment shall be subject to all of the terms and conditions of this Amendment upon execution by all Parties.

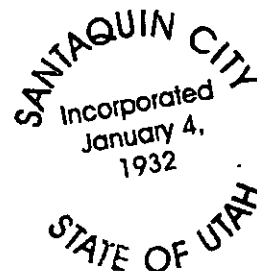
IN WITNESS WHEREOF, this Amendment has been executed by the City of Santaquin, acting by and through its City Council and by each of the Owners by duly authorized persons as of the 5 day of ~~February~~, 2014.
March

SANTAQUIN CITY

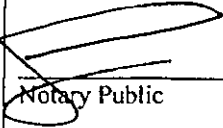
 , Mayor

ATTEST:

By: 
Susan E. Farnsworth, City Recorder

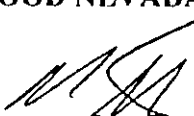


State of Utah
 County Of Utah
 Subscribed and sworn/affirmed to before me this
25 day of Feb, 2014,

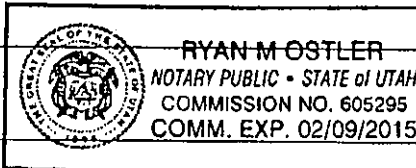


 Notary Public

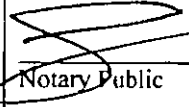
IREWOOD NEVADA, LLC:




 By: Alan Thomson, Manager



State of Utah
 County Of Utah
 Subscribed and sworn/affirmed to before me this
25 day of Feb, 2014,



 Notary Public



 Rich Barton

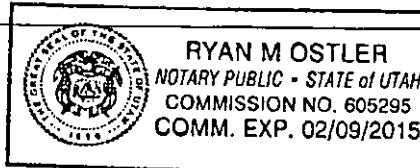
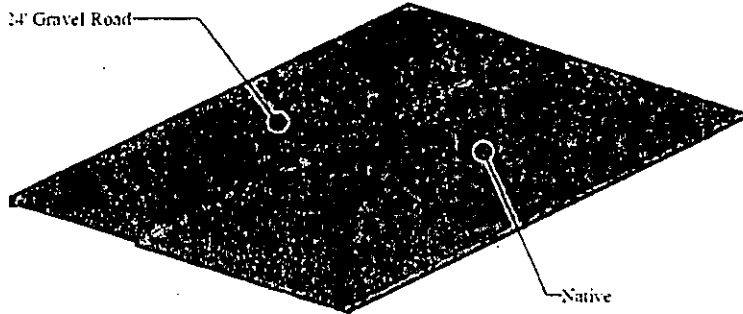


Exhibit A: Annexation and Development Agreement

Exhibit B: Frontage Road Phasing Plan

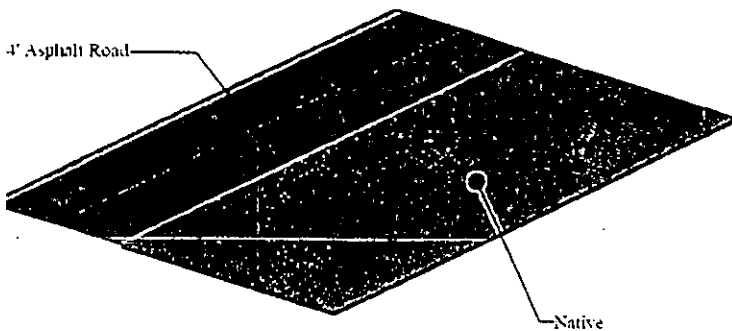
Phase 1



Phase 1 Description:

Coincident to construction of a second Project or phase on the Land, Developer shall provide a 24' wide emergency access road that will be constructed from the I-15 south Santaquin interchange to existing street improvements in 900 south. A public right-of-way easement, in favor of Santaquin City, shall also be provided across the length of the access road. Such road does not need to be paved, but must have a carrying capacity for all City emergency response vehicles and equipment.

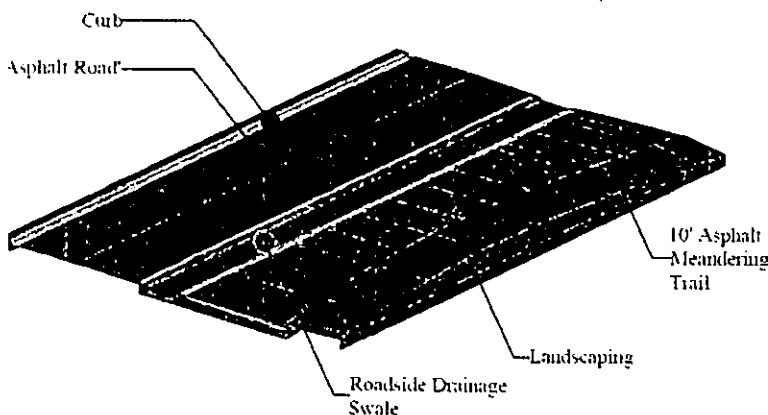
Phase 2



Phase 2 Description:

Prior to 150 equivalent residential units being constructed on the Land, Developer shall provide a 24' wide asphalt surface road that shall be constructed from the I-15 south Santaquin interchange to existing street improvements in 900 south. The road must be bonded (as per the terms of Section 2 of this Amendment) and constructed to meet city rural local road standards, excepting the right-of-way width which shall meet the Frontage Road Cross Section standards. The payments to Escrow, outlined in Section 2 of this Amendment, shall go toward these improvements.

Phase 3

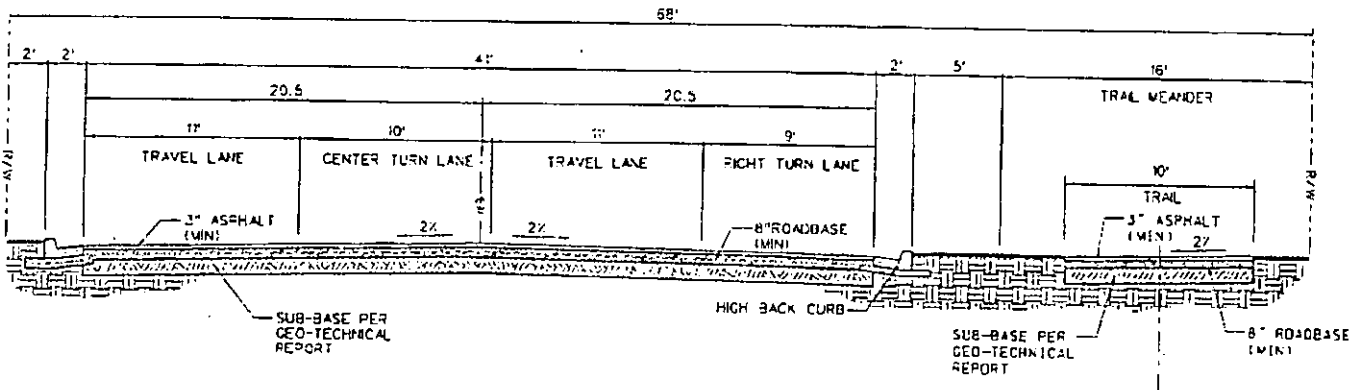
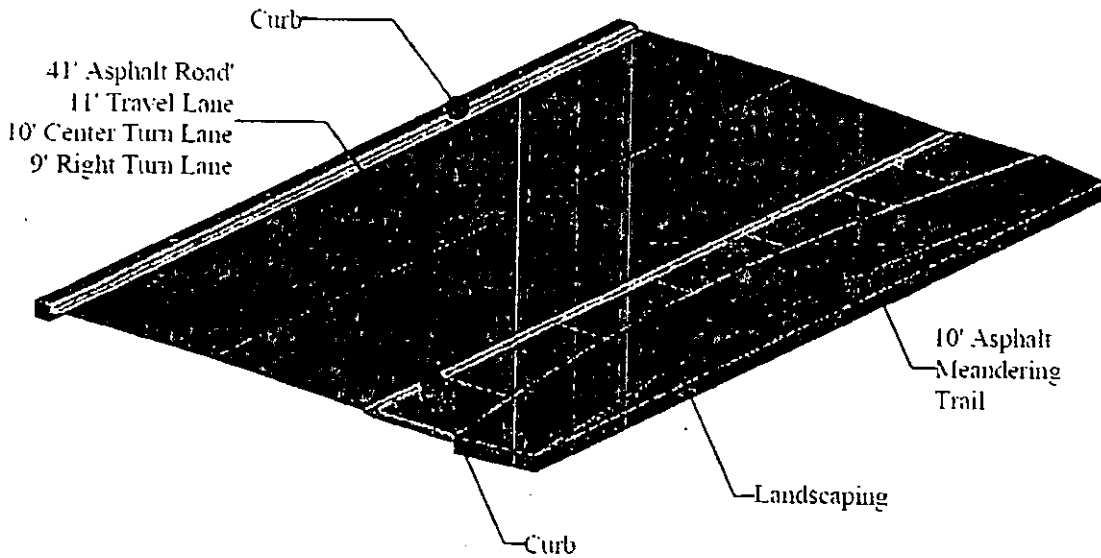


Phase 3 Description:

Developer shall provide full Frontage Road right-of-way and phase 3 improvements when a Project or phase boundary abuts the Frontage Road corridor as shown on the Preliminary Plan in Exhibit D. The City shall reimburse portions of the trail improvements where such are included in capital improvement plans and paid by Developer. Curbing will be on the west side but landscaping and a drainage swale will be maintained by the developer on the east side of the road. Developer

shall be responsible to install and pay for the curb & gutter and Frontage Road improvements and a sidewalk equivalent amount towards the 10' asphalt trail. City shall be responsible for the costs of installing the park portion of the Frontage Road including lawn and trees and the remainder cost of the 10' asphalt meandering trail.

Phase 4



Phase 4 Description

Phase 4 includes complete buildout of the planned asphalt surface, curb and gutter on both sides of the road, and maintained landscaping and trail on the east side of the road. It is anticipated that the City will complete phase 4 as needed.

Exhibit C: Foothill Village Plat A

UTILITY POLES

900 SOUTH STREET

100 WEST STREET

FOOTHILL VILLAGE

PLAT A

APPROVED FOR RECORD BY THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA, ON 08/15/2019 AT 10:00 AM.

RECORDED BY COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA, ON 08/15/2019 AT 10:00 AM.

BOOK 15215, PAGE 13

FILED 08/15/2019

ENT 12603:2019 PG 40 of 49

Exhibit D: Preliminary Plat

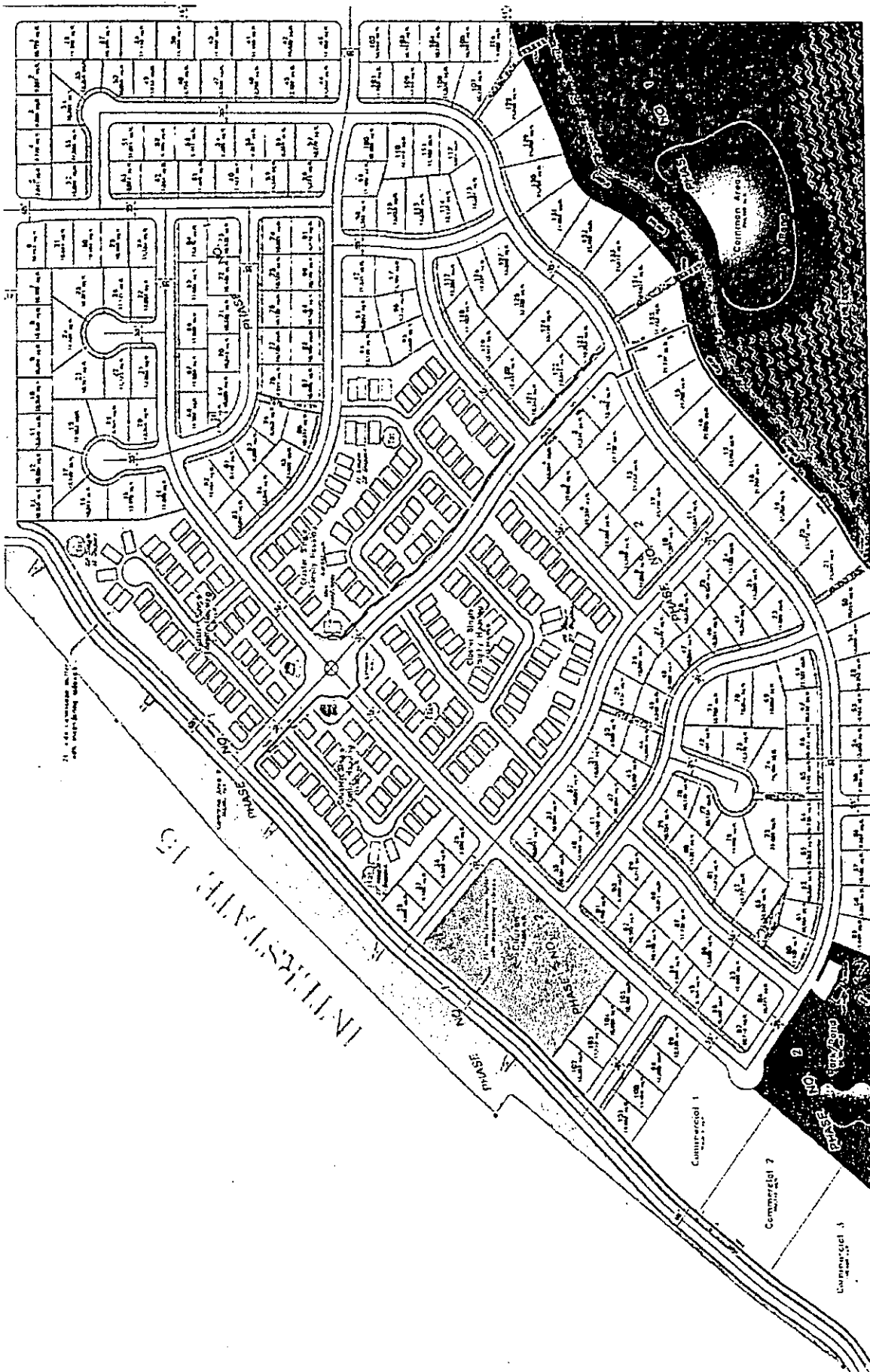
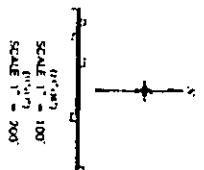
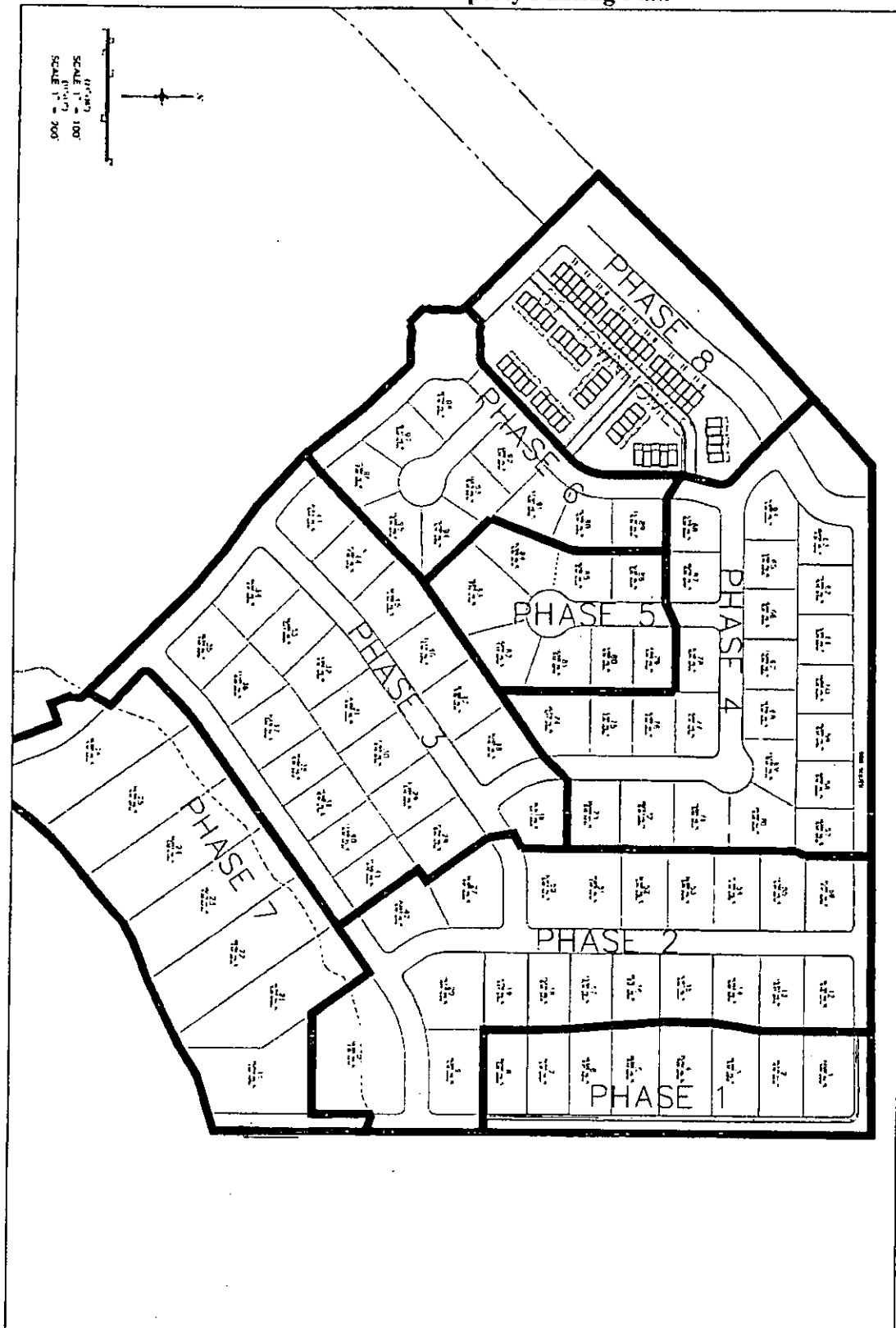


Exhibit E: Barton Property Phasing Plan



	FOOTHILL VILLAGE SUB. PLAT "A"	PHASING PLAN	SHEET NO.
	 ATLAS ENGINEERING L.L.C. <small>2280 S. 1200 E. SUITE 100 SALT LAKE CITY, UT 84119 (801) 488-3480 PHONE: (801) 488-3480 FAX: (801) 488-0908 12 WEST 200 NORTH SALT LAKE CITY, UT 84143</small>	SANTAQUIN CITY, UTAH	1

Exhibit C: Legal Description of Property and Illustrative Map

**BEGINNING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SECTION 11,
TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;**

Thence, S 89° 47' 40" W for a distance of 239.58 feet to a point on a line.
 Thence, S 89° 19' 39" W for a distance of 325.02 feet to a point on a line.
 Thence, S 89° 19' 39" W for a distance of 335.78 feet to a point on a line.
 Thence, S 00° 40' 20" E for a distance of 264.50 feet to a point on a line.
 Thence, S 41° 42' 33" W for a distance of 316.44 feet to a point on a line.
 Thence, S 48° 02' 03" W for a distance of 316.05 feet to a point on a line.
 Thence, S 45° 37' 12" W for a distance of 55.00 feet to a point on a line.
 Thence, S 44° 22' 48" E for a distance of 47.27 feet to a point on a line.
 Thence, S 45° 37' 12" W for a distance of 130.04 feet to a point on a line.
 Thence, S 44° 22' 48" E for a distance of 220.69 feet to a point on a line.
 Thence, S 44° 23' 46" W for a distance of 395.14 feet to the beginning of a non-tangential curve,
 Said curve turning to the left through 14° 50' 10", having a radius of 1027.50 feet, and whose long
 chord bears S 49° 00' 07" E for a distance of 265.32 feet to the beginning of a non-tangential curve.
 Said curve turning to the right through an angle of 02° 09' 15", having a radius of 972.50 feet, and
 whose long chord bears S 55° 20' 34" E for a distance of 36.56 feet to a point of intersection with a
 non-tangential line.
 Thence, N 44° 49' 50" E for a distance of 291.36 feet to a point on a line.
 Thence, N 53° 06' 21" E for a distance of 321.95 feet to a point on a line.
 Thence, S 36° 53' 39" E for a distance of 172.50 feet to a point on a line.
 Thence, N 53° 06' 21" E for a distance of 264.57 feet to the beginning of a curve,
 Said curve turning to the right through 15° 47' 01", having a radius of 140.00 feet, and whose long
 chord bears N 60° 59' 52" E for a distance of 38.45 feet to the beginning of a non-tangential curve.
 Said curve turning to the right through an angle of 21° 01' 46", having a radius of 140.00 feet, and
 whose long chord bears N 79° 24' 16" E for a distance of 51.10 feet.
 Thence, N 89° 55' 09" E for a distance of 474.49 feet to a point on a line.
 Thence, S 00° 04' 51" E for a distance of 464.29 feet to a point on a line.
 Thence, S 73° 03' 26" W for a distance of 128.60 feet to a point on a line.
 Thence, S 56° 34' 14" W for a distance of 50.85 feet to a point on a line.
 Thence, S 61° 49' 24" W for a distance of 52.69 feet to a point on a line.
 Thence, S 64° 23' 20" W for a distance of 56.55 feet to a point on a line.
 Thence, S 63° 49' 36" W for a distance of 44.08 feet to a point on a line.
 Thence, S 64° 00' 13" W for a distance of 48.34 feet to a point on a line.
 Thence, S 68° 54' 47" W for a distance of 95.15 feet to the beginning of a curve,
 Said curve turning to the left through 28° 33' 09", having a radius of 175.00 feet, and whose long
 chord bears S 54° 38' 02" W for a distance of 86.31 feet to the beginning of a non-tangential curve.
 Said curve turning to the right through 15° 09' 14", having a radius of 300.00 feet, and whose long
 chord bears S 47° 56' 04" W for a distance of 79.11 feet to the beginning of a non-tangential curve.
 Said curve turning to the left through 19° 53' 42", having a radius of 742.45 feet, and whose long
 chord bears S 45° 33' 50" W for a distance of 256.51 feet to the beginning of a non-tangential curve.
 Said curve turning to the right through an angle of 23° 43' 31", having a radius of 100.00 feet, and

whose long chord bears S 47° 28' 45" W for a distance of 41.11 feet.

Thence, S 59° 20' 30" W for a distance of 103.85 feet to a point on a line.

Thence, S 20° 42' 40" E for a distance of 3.86 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 32° 48' 22", having a radius of 350.00 feet, and whose long chord bears S 60° 33' 23" W for a distance of 197.67 feet to a point of intersection with a non-tangential line.

Thence, S 44° 19' 12" W for a distance of 197.86 feet to a point on a line.

Thence, S 45° 32' 43" W for a distance of 106.76 feet to a point on a line.

Thence, S 43° 57' 26" W for a distance of 116.68 feet to a point on a line.

Thence, S 45° 36' 14" W for a distance of 45.69 feet to a point on a line.

Thence, S 49° 04' 39" W for a distance of 39.99 feet to a point on a line.

Thence, S 56° 57' 14" W for a distance of 94.78 feet to a point on a line.

Thence, S 49° 40' 25" W for a distance of 45.06 feet to a point on a line.

Thence, S 41° 36' 34" W for a distance of 40.22 feet to a point on a line.

Thence, S 88° 42' 15" W for a distance of 1074.93 feet to a point on a line.

Thence, S 89° 24' 47" W for a distance of 1133.35 feet to a point on a line.

Thence, N 26° 21' 47" E for a distance of 32.80 feet to a point on a line.

Thence, N 44° 16' 46" W for a distance of 49.00 feet to a point on a line.

Thence, N 32° 41' 37" E for a distance of 51.14 feet to the beginning of a curve,

Said curve turning to the right through an angle of 06° 27' 31", having a radius of 11266.16 feet, and whose long chord bears N 35° 55' 22" E for a distance of 1269.29 feet to a point of intersection with a non-tangential line.

Thence, N 50° 50' 53" W for a distance of 73.00 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 08° 00' 59", having a radius of 11339.16 feet, and whose long chord bears N 43° 09' 37" E for a distance of 1585.20 feet to a point of intersection with a non-tangential line.

Thence, N 47° 40' 05" E for a distance of 502.14 feet to a point on a line.

Thence, N 47° 04' 41" E for a distance of 2167.59 feet to a point on a line.

thence S 00° 04' 32" E a distance of 1459.43 feet to the POINT OF BEGINNING

CONTAINS 143.22 ACRE MORE OR LESS

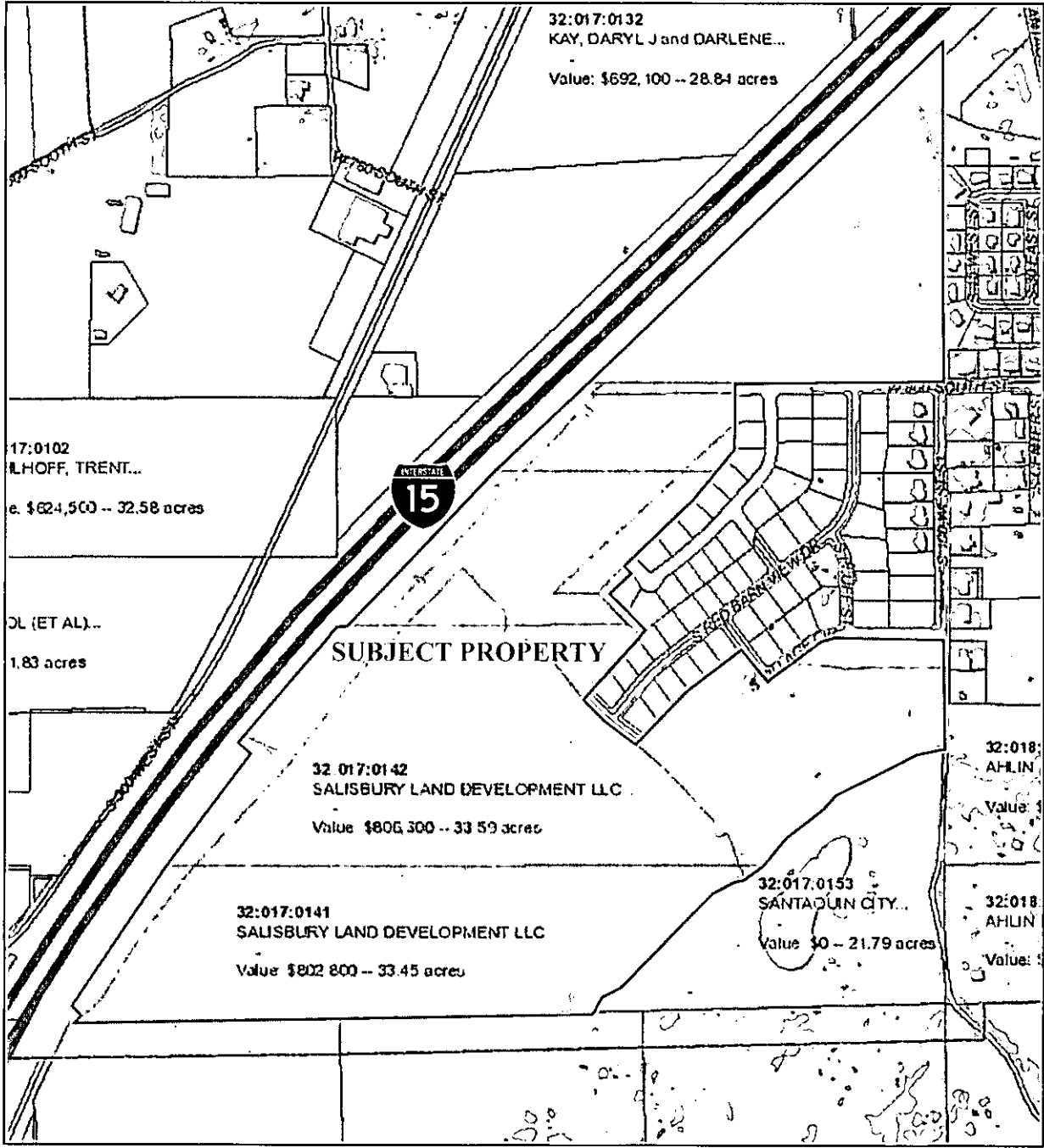


Exhibit D: Property Development Concept

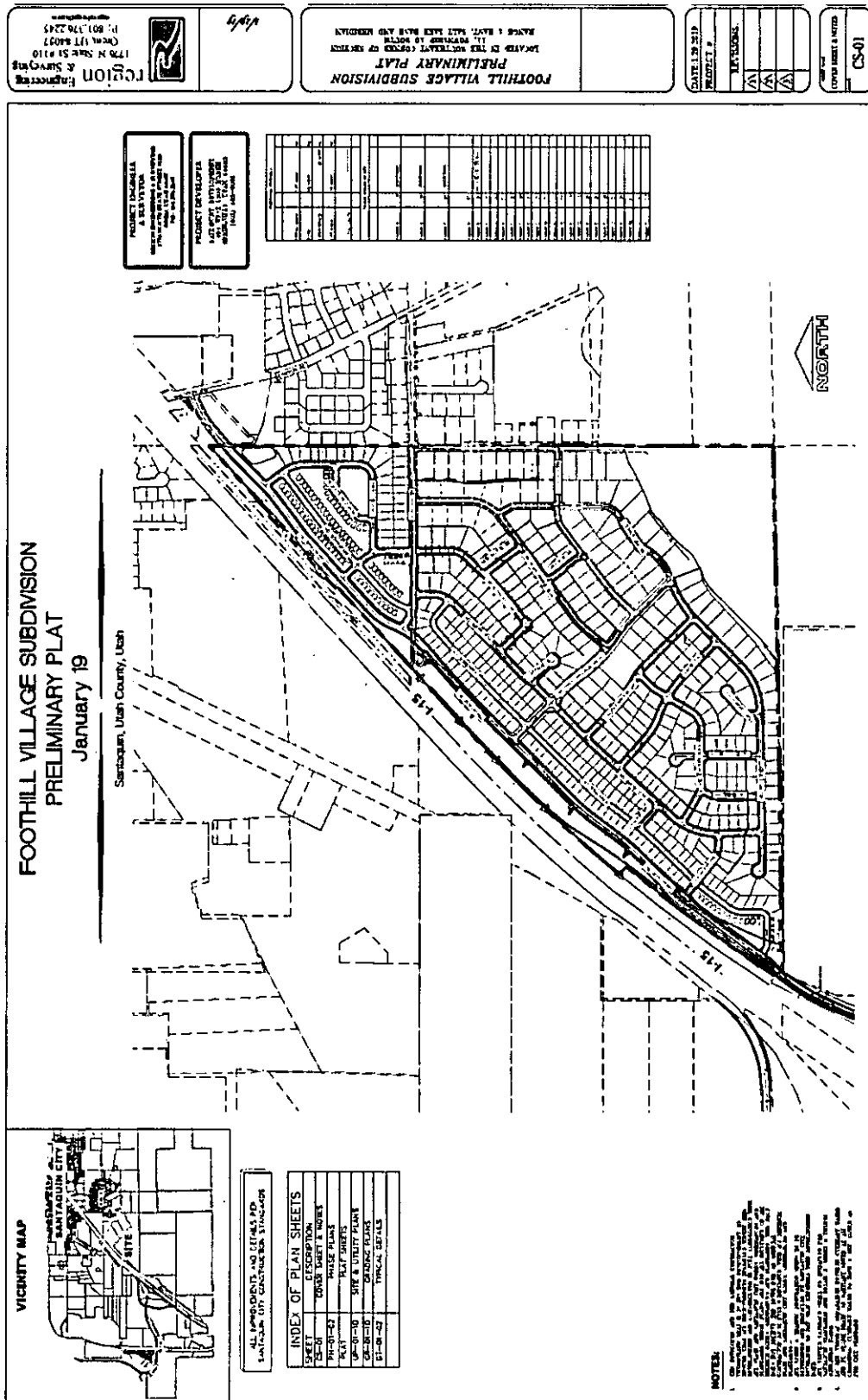
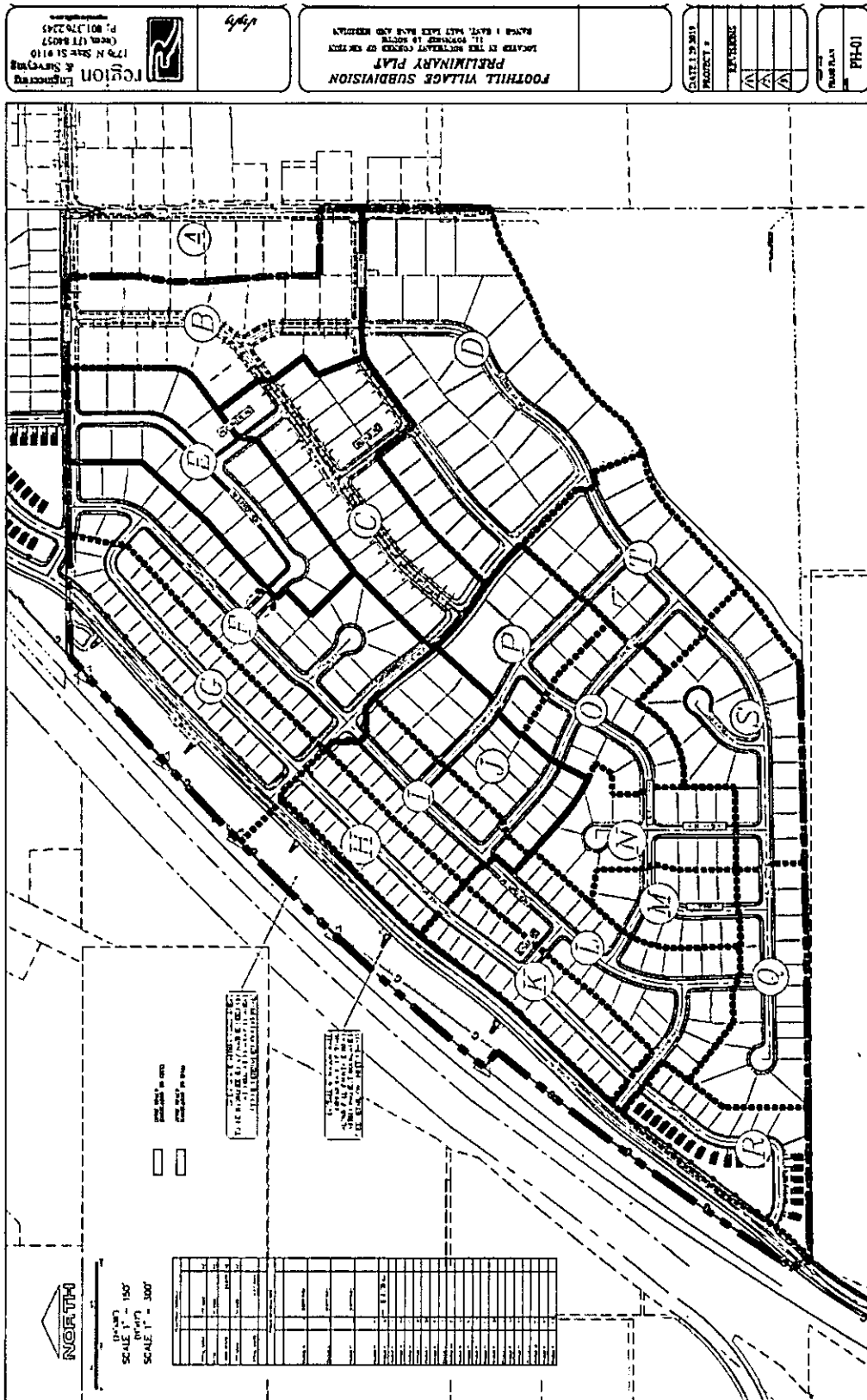


Exhibit E: Development Phasing Plan



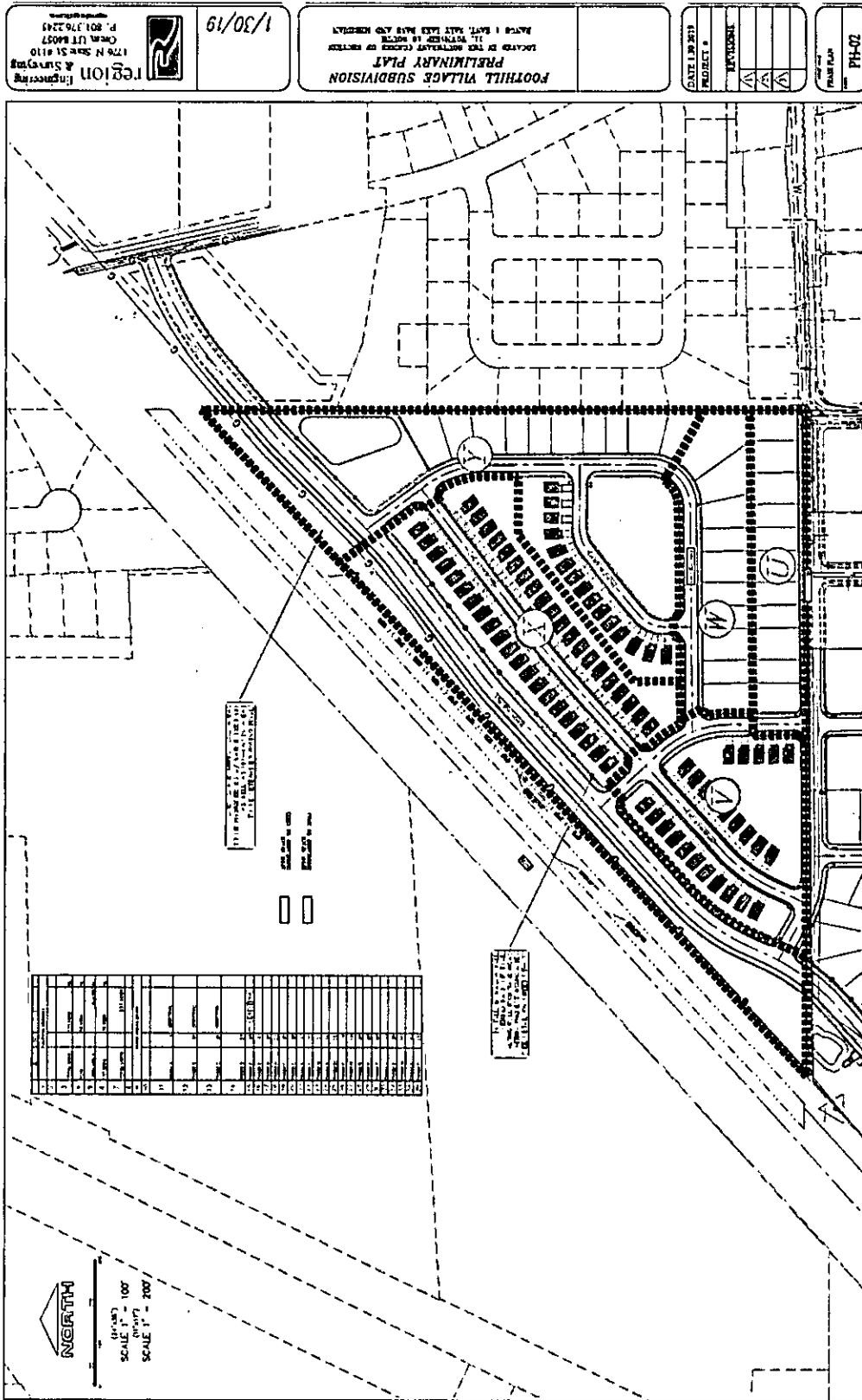
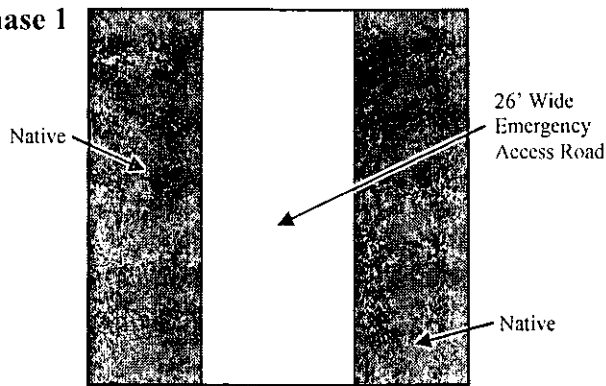


Exhibit F: Frontage Road Phasing Plan

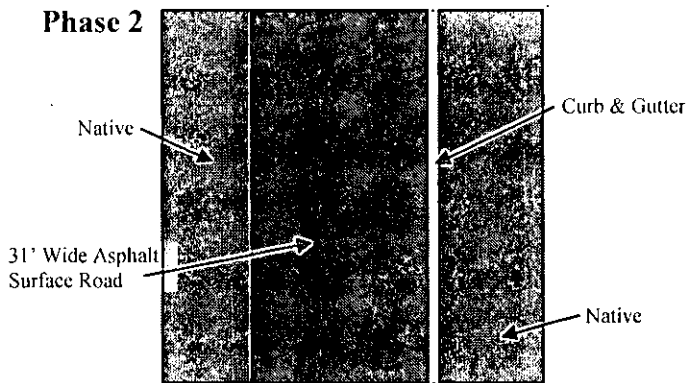
Phase 1



Phase 1 Description

Coincident to construction of the first Project phase, Developer shall construct the Frontage Road as a 26' wide emergency access and hauling route for development related heavy truck traffic from the intersection of Canyon Road and Highland Drive to the first phase of development. Such road does not need to be paved but must have a carrying capacity for all City emergency response vehicles and equipment.

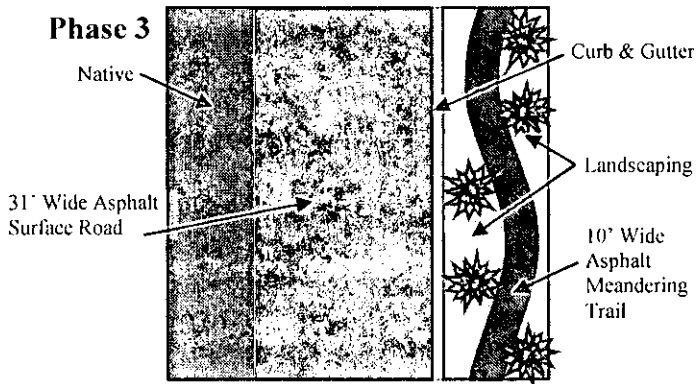
Phase 2



Phase 2 Description

Developer shall provide full Frontage Road rights-of-way and phase 2 improvements at the earlier of: (a) Building permits being issued for 150 equivalent residential units on the Property; or (b) recording of any final plat adjacent to any portion of the Frontage Road. Developer shall provide a 31' wide asphalt surface road plus curb and gutter on the east side of the pavement that shall be constructed from the I-15 south Santaquin interchange to existing street improvements in 900 South. The road must be bonded as per the city development standards and constructed to meet the Design Guidelines, excepting the right-of-way width which shall meet the city's Frontage Road (Highland Drive) Cross Section standards.

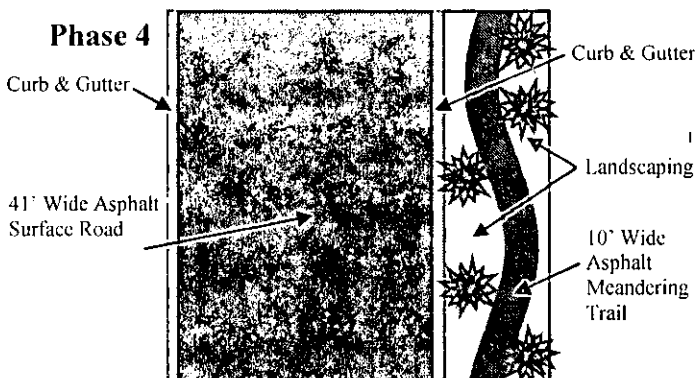
Phase 3



Phase 3 Description

Developer shall provide full Frontage Road phase 3 improvements including the trail and landscaping with each Project phase that includes or abuts the Frontage Road corridor. The City shall reimburse portions of the trail improvements where such are included in capital improvement plans and installed by the Developer. Curbing will be on the east side of the road. Developer shall be responsible to design, install and pay for the curb and gutter and Frontage Road improvements and a 10' asphalt trail. Developer shall be responsible for the costs of installing the landscaping portion of the Frontage Road including lawn and trees and the 10' asphalt meandering trail. City shall maintain all Frontage Road landscaping.

Phase 4



Phase 4 Description

Includes complete buildout of the planned asphalt surface, curb and gutter on both sides of the road, and maintained landscaping and trail on the east side of the road. Section 3.4.1.6.1 will govern any construction of phase 4 improvements