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DOC # 20190019772

Agreement Page 1 of 26
Russell Shirts Washington County Recorder
05/22/2019 12:51:00 PM Fee \$ 0.00
By APPLE VALLEY TOWN



When Recorded, Return to:

Town of Apple Valley
Attn: Town Clerk
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

Affecting Tax Parcels No.: AV-1311-A-7-A

**DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF APPLE VALLEY,
UTAH AND GOOSEBERRY PRESERVE, L.L.C.**

(Gooseberry Preserve Landscape Hotel – a Planned Commercial Development Project)

THIS DEVELOPMENT AGREEMENT for Gooseberry Mesa Landscape Hotel (this Agreement) is made and entered into as of the 8th day of May, 2019, by and between Apple Valley Town, a municipal corporation of the State of Utah, (the “Town”), and Gooseberry Preserve, L.L.C., a Utah limited liability company (“Developer”), sometimes referred to herein collectively as the “Parties.”

RECITALS:

Developer is the owner of approximately seventy (70) acres of real property located within the Town and more particularly described and depicted in the boundary and topographical map attached hereto as EXHIBIT A (the “Property”). The Property will be merged into one parcel by the submission of a plat or deed that will combine the existing parcels into one parcel when recorded with the Washington County Recorder’s Office following approval by the Town of the final construction plans for the project.

Developer and the Town desire that the Property be developed in a unified and consistent manner according to the terms set forth in this Agreement.

The Property has been zoned PDC (Planned Commercial Development Zone) as defined in Chapter 11 “Planned Development Zone” of the Town’s Land Use Ordinance.

Developer and the Town have cooperated in the preparation of this Agreement and desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Property as set forth in this Agreement. The Parties agree that development of the Property in accordance with the terms and provisions of this

Agreement furthers the Town's objectives and policies regarding the health, welfare, and economic prosperity of the Town.

The Parties intend for this Agreement to provide Developer with mutually-acceptable vested entitlements for development of the Property. The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town's General Plan, and the Town's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Property in accordance with the terms and provisions of this Agreement and the Development Plan set forth in EXHIBIT E hereto. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated.

The above Recitals are integrated into the terms and conditions of this Agreement.

2. Effective Date.

This Agreement shall be executed by Developer and shall become effective on the date it is approved and executed by the Town. The Town shall record this Agreement with the Washington County Recorder's Office, State of Utah (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

3. Zoning and Permitted Uses.

The future development of the Property shall be subject to the terms of this Agreement and the provisions of the PDC (Planned Commercial Development Zone) zoning ordinances in effect as of the Effective Date of this Agreement. The Property is intended to be developed in phases with up to a total of one hundred twenty (120) hotel-style units (each a "Unit") for short-term nightly rental uses consistent with a "landscape hotel" concept (the "Project"). The Units and related improvements will be designed and maintained to minimize the impact on the environment and to preserve the natural habitat as set forth in EXHIBIT E hereto. The layout and density depicted in the Development Plan are hereby approved. Any modification to the Development Plan shall be made by plan change amendment.

4. Reserved Legislative Powers.

Nothing in this Agreement shall limit the valid and proper exercise of the police powers of the Town in enacting zoning, subdivision, development, growth management, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of the Town to enact legislation under its police power, such legislation shall not modify or violate Developer's vested rights and entitlements unless such modification is allowed by law. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in the Town by property owners with similar vested entitlements.

5. Development Requirements.

Subject to the Town's approval of the Construction Drawings for the Project, which shall meet all applicable building code requirements, Developer shall proceed with the development and improvement of the Project as follows:

A. Compliance with Town Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements, standards and specifications of the Town except as laid out on this Section 5. All required drawings, engineering materials, and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the Town for its review and approval.

B. Dedications of Property; Merger of Property by Plat. In connection with the Town's approval of the construction plans for each phase of the Project, Developer agrees to dedicate to the Town all required easements for constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined reasonably necessary by the Town. Additionally, Developer agrees to dedicate to the Town an

area of approximately four (4) acres ("Dedicated Area") within the Project to be used for trails, a gathering area (such as a picnic area), other recreational use as determined by the Town and natural land preservation and maintenance as set forth in the final construction plans. Trails for community access to the mesa depicted the Development Plan shall be constructed by Developer. The details of the cross section of the trails will be approved as part of the construction plans and engineering approval. The Developer shall endeavor to reasonably preserve, and if disturbed then to reasonably restore, the existing native landscape in all open space areas. After completion of the Dedicated Area, the Town shall be responsible for all ongoing maintenance and utility servicing relating to the Dedicated Area.

Dedication of the Dedicated Area shall be accomplished by means of a plat prepared by Developer which, in addition to the dedicating the Dedicated Area, shall also combine the existing parcels of the Property into one parcel. The plat shall be presented to the Town for approval and be recorded with the Washington County Recorder's Office within thirty (30) days of approval by the Town.

C. Project Plan. The Project is intended to be a low-impact development with no required paving or sidewalks with curb and gutter (paving and sidewalks may be incorporated at Developer's sole discretion). The Project shall contain at least thirty percent (30%) of the developable area as open space ("Open Space") as seen in EXHIBIT F. The developer is required to construct an access road through the Project in accordance with the infrastructure Standards and Requirements below.

D. Roadway Access. Developer plans on accessing the Project for public and construction use from the "Gooseberry Road" which borders the north end of the Property on Gooseberry Mesa. Gooseberry Road is accessed by SR 59 from the south and SR 9 from the north. Emergency access will be at all times available from both Gooseberry Road and from the southeast corner of the Project which shall limit vehicle access exclusively to emergency vehicles or Project guests in the event of an emergency. There are no offsite improvements related to access of the Property. Notwithstanding, no improvements may be made on the Project until the Gooseberry Road is deemed accessible by emergency vehicles and such accessibility shall be determined by the Town with specific direction of the Fire Chief.

D. Infrastructure Standards and Requirements. All utility services required for the development shall be shown on the construction drawings and reviewed and approved by the applicable utility provider with jurisdiction prior to final approval by the Town. Infrastructure standards and requirements are more fully described below:

i. Culinary Water - As set forth in EXHIBIT B, water shall be provided by the Big Plains Water and Sewer Special Service District ("District") and any

agreements for delivery services shall be negotiated between Developer and District.

- ii. Sanitary Sewer – Sanitary sewer shall be governed by the District and/or the State of Utah as required by State law and any agreement for services shall be negotiated between such.
- iii. Storm Drain – No additional release of storm water runoff will be permitted onto adjacent properties beyond the demonstrated natural flow prior to Project development. If necessary, detention facilities will be constructed to control runoff rates.
- iv. Roadways –
 - a. The Project is wholly owned by Developer and there will be no public streets within the Project. The Developer is required to construct a twenty-six (26) foot wide access road from the southeast corner of the Project to the BLM road on the north border. The access road must meet a 75,000 lb all weather rating. No curb and gutter or sidewalks shall be required with the Roadways.
 - b. Road Construction will be as shown in EXHIBITS C & D and approved on the final Construction plans consistent with the exhibits contained in this Agreement. The limits of disturbance for roads will contain the buried utilities to the extent possible, allowing, for example, for water service connection lines outside the limits to complete the final connection. The access road shall be constructed with grades which do not exceed ten percent (10%). Stabilized angular gravel will be installed producing an all-weather surface, a natural runoff collector, flow way and ground percolator. Developer will retain all added runoff on-site. All natural drainage patterns and flows will remain in place per EXHIBIT E). Developer is responsible for ongoing maintenance and improvements for roads on the Property.
 - c. Developer commits to provide compensation to the Town for identified roadway improvements to the SR 59 and Main Street realignment and reconstruction. Payment of \$100,000.00 shall be made prior to pulling any permits for construction.
- v. Power Supply – Power shall be provided by Rocky Mountain Power as required by local and State law. The Developer must obtain the necessary approvals and permits to deploy solar energy or other alternative energy sources to the Project.
- vi. Landscaping – As shown in EXHIBIT E, a minimum of twenty five percent (25%) of the Project, which is solely related to construction disturbances and final unit placement, shall be landscaped using native and similar species.

Xeriscape landscaping shall be the general practice for the Project. The Developer will provide a final revegetation plan for the town's approval with final construction plans. Undisturbed areas of the Project will remain in their native condition.

- vii. Trash – All trash, recycling, and dumpster receptacles or containers shall be enclosed with walls and gates. The location, wall materials and colors shall be shown on the final construction plans and approved by the Town.

E. Landscape Hotel Units. The Project will be known as the "Gooseberry Preserve Landscape Hotel" with a maximum of one hundred twenty (120) Units. The location of each Unit will be shown on the approved construction plans for each phase of the Project. Units will be detailed as part of the construction plans for each phase. Phases can be seen in EXHIBIT G. Each Unit will show a designated building type, including exterior finishes and structural components as conceptually illustrated in EXHIBIT H. Utility connections, structural components and final placement will be finalized in construction plans and subject to the approval of by the Town. No construction can commence until all elements of the construction plans have been reviewed and approved by the Town with all approval block signatures and stamped "FOR CONSTRUCTION."

F. Supporting Uses. The Project may also include supporting amenities and improvements for uses which are typically associated with a hotel. These supporting uses will be approved by the Town, which approval shall not be unreasonably withheld.

G. Project Lighting. Final photometric plans shall be included in final construction plans and shall be approved of by the Town prior to construction. All outdoor lighting within the Project shall be designed so as not to adversely impact surrounding residential uses, while also providing a sufficient level of illumination for access and security purposes. Such lighting shall not be directed toward residential units and shall not include lighting that blinks, flashes, oscillates, or is of unusual brightness or intensity. Outdoor lighting will be directed downward unless otherwise approved in order to ensure the integrity of night sky and preclude negative effects on surrounding property owners. Wayfinding lighting, including light bollards, shall be permitted.

H. Building Setbacks. Required building setbacks to adjacent property lines may vary within the Project as determined by the Town within the PDC zone designation. Along the cliff on the south and west side of the Property, the setback will not be less than seventy-five (75) feet from the top of the cliff as illustrated in the Development Plan.

I. Campfires. Outdoor wood burning campfires will not be permitted within the Project. The Developer may provide built in place propane fire circles to serve as outdoor

campfires subject to review and approval by the Town. Notwithstanding the forgoing language, the Project will support any prohibition against outdoor fires lawfully adopted by a public entity with appropriate jurisdiction, including the Town.

J. Fire Suppression. Commercial fire suppression shall be approved and installed in all structures unless otherwise permitted by Town at the specific direction of the Fire Chief.

K. Project phasing. The Project is anticipated to be built in separate phases as outlined in EXHIBIT G. Each phase shall be defined by detailed construction plans and approved of by the Town prior to any construction. The details of each phase, location of supporting amenities, and precise build-out times will be submitted by the Developer for Town approval.

6. Construction Standards and Requirements.

All required improvements for the Project shall be constructed in accordance with the Town's construction standards and specifications and all required public improvements and easements shall be dedicated to the Town. Notwithstanding the foregoing, the finishing materials of the Units are anticipated to include metal, metal panels and concrete as design features.

Prior to commencing any construction or development, or acceptance, of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the Town, Federal, State, or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

The Developer shall pay all applicable fees required by Town ordinances for development of the Project. Without limiting the scope of the preceding sentence, the Town shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required or necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the Town are made to compensate Developer for the costs associated with upsizing the improvements.

7. Town Obligations.

Subject to the Developer complying with the Town's Ordinances, rules, regulations and the provisions of this Agreement, the Town agrees to:

provide standard municipal services to the Project subject to payment of all applicable fees and charges invoiced or levied by the Town; and

work in good faith with the Developer to follow the standard development process and approve Project applications that comply with this Agreement.

Assignment.

Developer shall be permitted to assign this Agreement or any rights or interests herein with the prior written consent of the Town, which consent shall not unreasonably be withheld.

8. Default.

If Developer or the Town materially fails to perform their respective obligations hereunder or to comply with the material terms hereof (a "Default"), the party believing that a Default has occurred shall provide written notice to the other party. Said notice of Default shall:

specify the claimed event of Default;

identify the provisions of this Agreement claimed to be in Default;

identify with reasonable detail why the Default is material; and

propose a method and time for curing the Default.

Upon the issuance of a Notice of Default, the parties shall engage in a "Meet and Confer" meeting and attempt in good faith to resolve the alleged Default. If the issue is not resolved during the "Meet and Confer" process, the parties shall engage in a mediation process. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (10) days of the "Meeting and Confer." If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator's opinion shall not be binding on the parties. If the parties are not able to resolve the Default by "Meet and Confer" or by mediation, then the parties may have all rights and remedies available in equity, including, but not limited to,

injunctive relief and specific performance. Neither party shall be entitled to damages of any nature, and all claims and remedies for damages are hereby waived by both Parties.

9. Notice.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Gooseberry Preserve, LLC
Attn: Rich DeSpain
3242 East Alta Hills Drive
Cottonwood Heights, UT 84093

With a copy to:

Paxton Guymon, Esq.
Paxton@vorkhowell.com

To Town:

Town of Apple Valley
Attn: Mayor
1777 North Meadowlark Drive
Apple Valley, Utah 84737

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

10. Attorney's Fees and Venue; Governmental Immunity.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the equitable remedies, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs; provided, however, that no lawsuit may be commenced unless both the "meet and confer" and mediation processes set forth in Section 9 above have been satisfied. In addition, no attorney fees shall be recoverable by either of the Parties for participating in the "meet and confer" and mediation processes. The venue for any suit or

action arising out of this Agreement shall be the Fifth Judicial District Court of the State of Utah and for any federal suit or action, the United States District Court for the District of Utah.

The Town is a governmental entity under the Utah Governmental Immunity Act 63G-7-102 et seq., and as such retains all of its rights, privileges, and immunities under the Act. Nothing in this Agreement shall be construed as a waiver of any such right or immunity.

11. INDEMNIFICATION; INSURANCE.

Developer shall secure all-risk liability insurance in the amount of three million dollars (\$3,000,000.00) which shall also include automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) and property insurance in the amount five hundred thousand (\$500,000.00) and shall delivered proof of insurance suitable to the Town and naming the Town as an "additional insured", and shall indemnify and hold the Town harmless from and against any and all liability loss, damage, costs, or expenses, including reasonable attorney's fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person as a result of construction activities by Developer, its agents, employees or contractors, and any claim by any contractor or other person for any amounts due and owing by Developer to said contractor or person. Developer shall not be responsible for, and this indemnity shall not apply to (i) any negligent acts or omissions of the Town, or of its agents, employees or contractors, or (ii) any liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising in connection with any work performed by third parties, such as public or private utility companies, that are not under the control of Developer.

12. Integration.

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

13. No Third-Party Rights/No Joint Venture.

This Agreement does not create a joint venture relationship, partnership or agency relationship between the Town and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

14. Binding Effect.

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

15. Agreement to be Recorded.

This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

[signatures on following page(s)]

EXHIBIT A
Property Description



EX-001	DATE: 05/22/2019	SCALE: AS SHOWN	GOOSEBERRY MESA TANK AND WATERLINE PROJECT		PROJECT NO: 190019772	SHEET NO: 13 OF 26	DATE: 05/22/2019	BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]	ENGIN ENGINEERING & ARCHITECTURE 1000 N. 1000 E. ST. GEORGE, UT 84770 PHONE: 435.771.1111 WWW.ENGIN.COM
			APPLE VALLEY, UTAH								

Exhibit A

GOOSEBERRY PRESERVE LLC

Account: 0431893

Parcel: AV-1311-A-7-A

Tax Area: 45 - Apple Valley Town

Situs Address:

Acres: 69.850

**3242 E ALTA HILLS DR
SANDY, UT 84093**

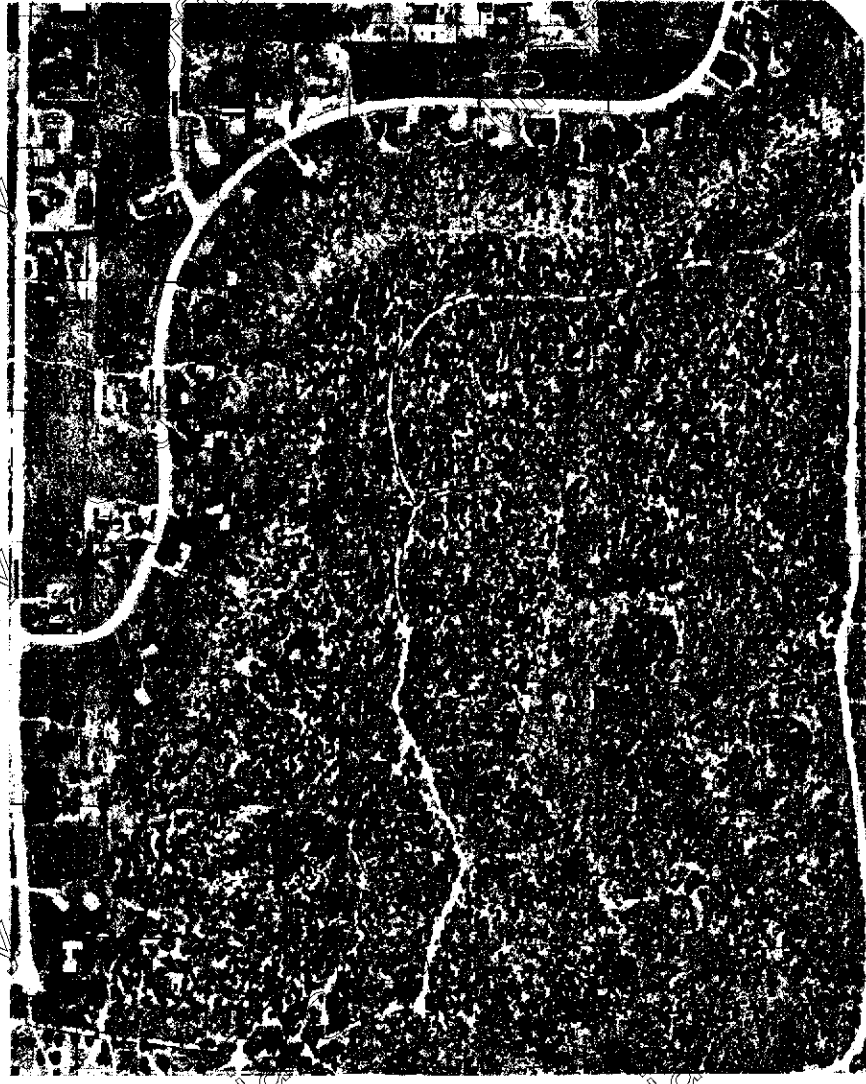
Legal Description

S: 18 T: 42S R: 11W S: 19 T: 42S R: 11W S: 20 T: 42S R: 11W BEG NW COR SEC 20 T42S R11W TH N 89°59'31" E ALG SEC/L 1320.18 FT TO NE COR NW1/4 NW1/4 SEC 20; TH S 0°04'22" E ALG 1/16 SEC/L 555 FT; TH S 81°49'22" W 668.26 FT; TH S 65°40' W 236 FT; TH N 68° W 360 FT; TH N 59°20' W 315 FT; TH S 87° W 375 FT; TH N 80° W 332 FT; TH N 43°50' W 295 FT; TH N 15°10' W 309 FT; TH N 07° E 597 FT; TH N 36°30' W 789 FT TO 1/16 SEC/L; TH S 89°49'34" E ALG 1/16 LN 1544.47 FT TO NE COR SE1/4 SE1/4 SEC 18; TH S 0°11'04" E 1318.13 FT TO POB

ALSO: BEG NW COR SEC 20 T42S R11W TH E 1322.23 FT; TH S 1562.26 FT; TH W 1320 FT TO ELN SEC 19; TH N 89°54'06" W 2640.62 FT TO C/S/L SEC 19; TH N 0°05'58" W 1564.61 FT TO N1/4 COR SEC 19; TH N 1320 FT; THE 2641.08 FT; TH S 1326.76 FT TO POB. LESS: 46.48 AC TO SILVER STATE MGMT CO. LESS: 1.035 AC TO ISOM LESS: 1.007 AC TO ISOM. LESS: BEG AT NW COR SEC 20 TH N 89°59'31" E ALG SEC/L 1320.18 FT TO NE COR NW1/4 NW1/4 SEC 20; TH S 0°04'22" E ALG 1/16 SEC/L 555 FT; TH S 81°49'22" W 668.26 FT; TH S 65°40' W 236 FT; TH N 68° W 360 FT; TH N 59°20' W 315 FT; TH S 87° W 375 FT; TH N 80° W 332 FT; TH N 43°50' W 295 FT; TH N 16°10' W 309 FT; TH N 07° E 597 FT; TH N 36°30' W 789 FT TO 1/16 SEC/L; TH S 89°49'34" E ALG 1/16 LN 1544.47 FT TO NE COR SE1/4 SE1/4 SEC 18; TH S 0°11'04" E 1318.13 FT TO POB. LESS: LAND IN APPLE VALLEY RANCH GOOSEBERRY UNIT 1 LESS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'31" EAST 1320.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 NW 1/4) OF SAID SECTION 20; THENCE SOUTH 0°04'22" EAST 555.0 FEET ALONG THE 1/16TH SECTION LINE; THENCE SOUTH 81°49'22" WEST 358.217 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81°49'22" WEST 310.043 FEET; THENCE SOUTH 65°40' WEST 178.75 FEET; THENCE SOUTH 8°11'50" EAST 256.52 FEET; THENCE SOUTH 81°48'10" WEST 92.64 FEET TO A POINT OF TANGENCY WITH A 500 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 301.19 FEET, THROUGH A CENTRAL ANGLE OF 34°30'50"; THENCE NORTH 63°41' WEST 17.68 FEET TO A POINT ON A 187.31 FOOT RADIUS CURVE WITH A RADIUS LINE BEARING OF SOUTH 26°19' WEST, (SAID POINT BEING THE SOUTH EAST CORNER OF LOT 124 OF APPLE VALLEY RANCH SUBDIVISION, GOOSE BERRY UNIT NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH) THENCE SOUTH EASTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID SUBDIVISION THROUGH THE FOLLOWING COURSES AND DISTANCES, TO THE RIGHT, ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°37'25" A DISTANCE OF 126.273 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT 550 FOOT RADIUS REVERSE CURVE TO THE LEFT WITH A RADIUS LINE BEARING OF NORTH 15°55'16" EAST; THENCE SOUTH EASTERLY TO THE LEFT ALONG THE ARC OF SAID CURVE 231.519 FEET THROUGH A CENTRAL ANGLE OF 24°07'06"; THENCE NORTH 81°48'10" EAST 574.392 FEET; THENCE DEPARTING FROM THE BOUNDARY OF SAID APPLE VALLEY RANCH SUBDIVISION, GOOSEBERRY UNIT NO. 1 AND RUNNING NORTH 8°11'50" WEST 356.09 FEET TO THE TRUE POINT OF BEGINNING.

ALSO: COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 11 WEST, RUNNING THENCE NORTH 89°59'31" EAST 1320.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 NW 1/4) OF SAID SECTION 20; THENCE SOUTH 0°04'22" EAST 864.08 FEET ALONG THE 1/16 SECTION LINE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°04'22" EAST ALONG THE 1/16 SECTION LINE, 373.24 FEET TO A POINT WHERE THE EASTERLY PROLONGATION OF THE CENTER LINE OF SMITHSONIAN WAY INTERSECTS WITH THE 1/16TH SECTION LINE; THENCE SOUTH 85°48'31" WEST, ALONG SAID CENTER LINE, 10 FEET TO A POINT OF CURVATURE OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A RADIUS LINE BEARING SOUTH 85°48'31" WEST, SAID POINT BEING ON THE EASTERLY BOUNDARY OF APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION; THENCE NORTHWESTERLY ALONG THE EASTERLY BOUNDARY OF SAID APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°00'16", A DISTANCE OF 77.671 FEET TO THE SOUTHEASTERLY CORNER OF LOT 106 OF SAID APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION; THENCE CONTINUING ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION THROUGH THE FOLLOWING COURSES AND DISTANCES, NORTH 0°04'22" WEST, 236.81 FEET TO BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 42.815 FEET, THROUGH A CENTRAL ANGLE OF 98°07'28"; THENCE SOUTH 81°48'10" WEST 802.46 FEET TO THE BEGINNING OF A 550.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°07'06", A DISTANCE OF 229.81 FEET TO POINT OF INTERSECTION WITH A 187.318 RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°37'25", A DISTANCE OF 126.273 FEET TO THE SOUTHEASTERLY CORNER OF LOT 124 OF SAID APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION; THENCE LEAVING THE EASTERLY BOUNDARY OF SAID APPLE VALLEY RANCH GOOSEBERRY UNIT NO. 1 SUBDIVISION, SOUTH 63°41' EAST 17.68 FEET TO A POINT OF TANGENCY WITH A 500 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE, 301.19 FEET; THENCE NORTH 81°48'10" EAST 888.93 FEET TO THE TRUE POINT OF BEGINNING. LESS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'31" EAST 1320.18 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW 1/4 NW 1/4) OF SAID SECTION 20; THENCE SOUTH 0°04'22" EAST 555.0 FEET ALONG THE 1/16TH SECTION LINE; THENCE SOUTH 81°49'22" WEST 358.217 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81°49'22" WEST 310.043 FEET; THENCE SOUTH 65°40' WEST 178.75 FEET; THENCE SOUTH 8°11'50" EAST 256.52 FEET; THENCE SOUTH 81°48'10" WEST 92.64 FEET TO A POINT OF TANGENCY WITH A 500 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 301.19 FEET, THROUGH A CENTRAL ANGLE OF 34°30'50"; THENCE NORTH 63°41' WEST 17.68 FEET TO A POINT ON A 187.31 FOOT RADIUS CURVE WITH A RADIUS LINE BEARING OF SOUTH 26°19' WEST, (SAID POINT BEING THE SOUTH EAST CORNER OF LOT 124 OF APPLE VALLEY RANCH SUBDIVISION, GOOSE BERRY UNIT NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, STATE OF UTAH) THENCE SOUTH EASTERLY ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID SUBDIVISION THROUGH THE FOLLOWING COURSES AND DISTANCES, TO THE RIGHT, ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 38°37'25" A DISTANCE OF 126.273 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT 550 FOOT RADIUS REVERSE CURVE TO THE LEFT WITH A RADIUS LINE BEARING OF NORTH 15°55'16" EAST; THENCE SOUTH EASTERLY TO THE LEFT ALONG THE ARC OF SAID CURVE 231.519 FEET THROUGH A CENTRAL ANGLE OF 24°07'06"; THENCE NORTH 81°48'10" EAST 574.392 FEET; THENCE DEPARTING FROM THE BOUNDARY OF SAID APPLE VALLEY RANCH SUBDIVISION, GOOSEBERRY UNIT NO. 1 AND RUNNING NORTH 8°11'50" WEST 356.09 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C
Project Road Alignment



EX-003	DATE: 05/22/2019 TIME: 12:51:00 PM	GOOSEBERRY MESA TANK AND WATERLINE PROJECT		ENSIGN ENGINEERING & ARCHITECTURE 1000 N. 1000 E. ST. GEORGE, UT 84770 PHONE: 435.636.1234 WWW.ENSIGN-UTAH.COM
		APPLE VALLEY, UTAH		

EXHIBIT E
Project Development Plan



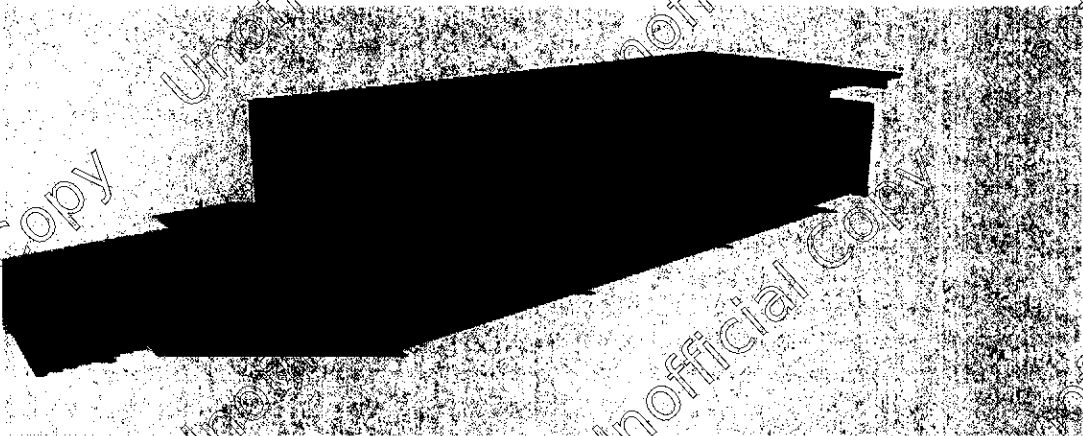
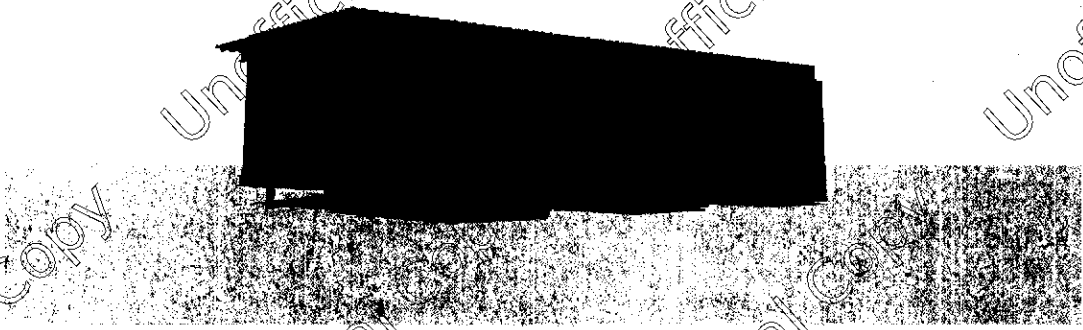
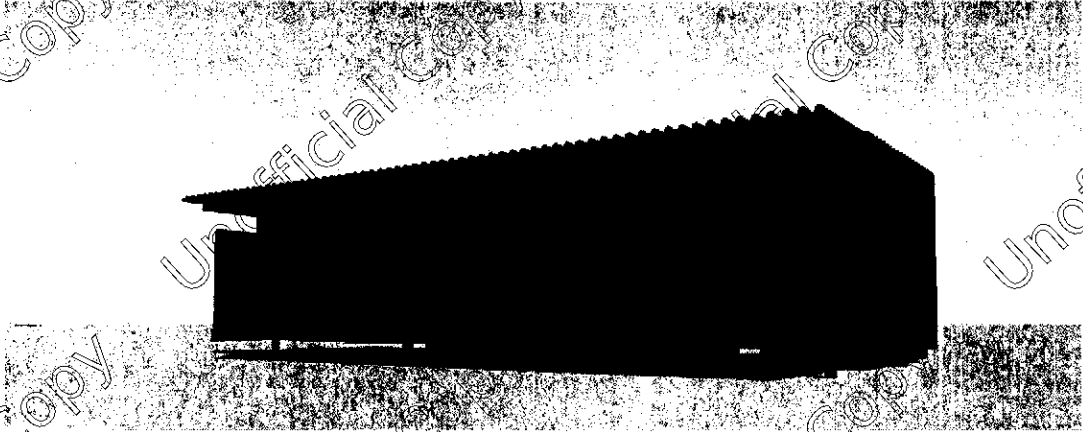
EXHIBIT F
Project Open Space Plan

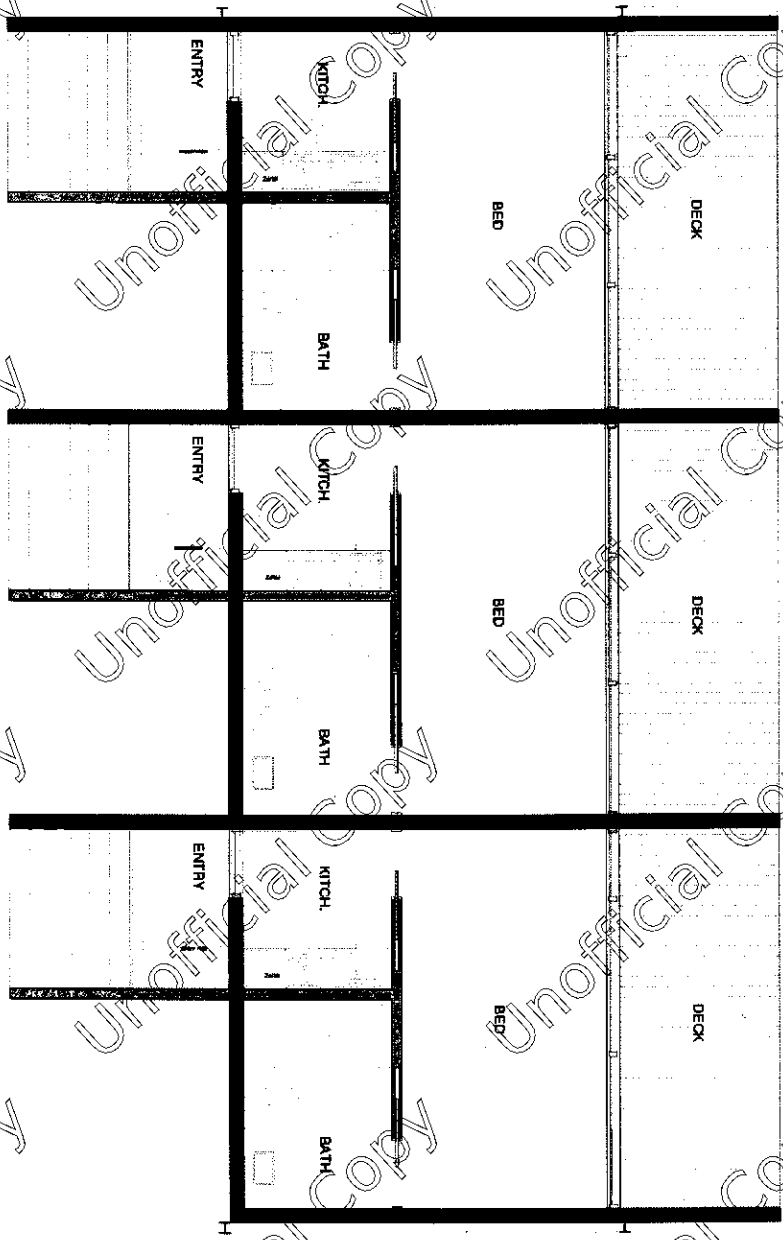


EXHIBIT G
Project Phasing Plan



EXHIBIT H
Project Unit Plans



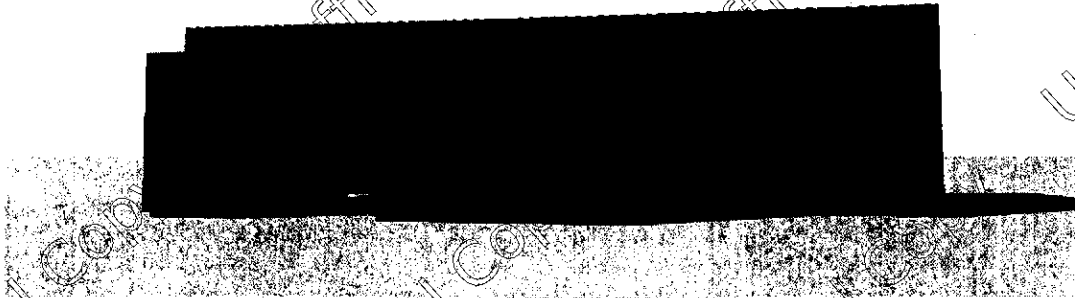
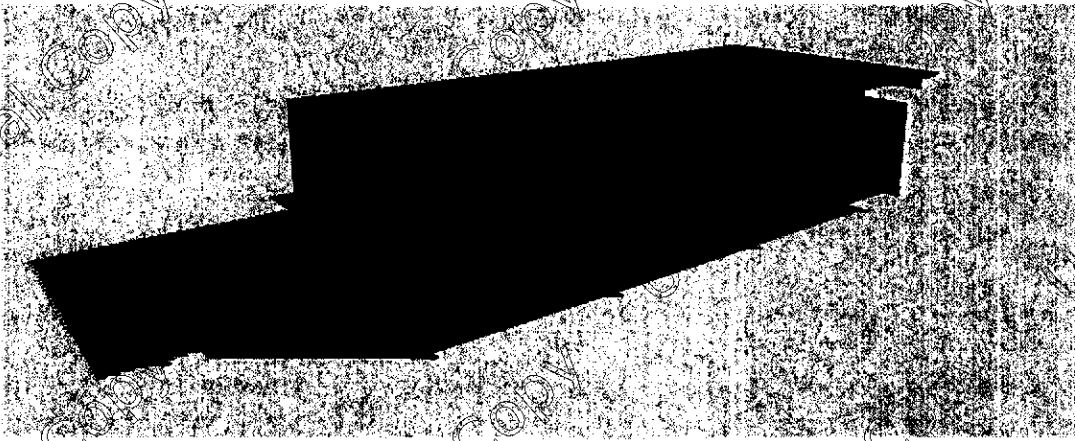
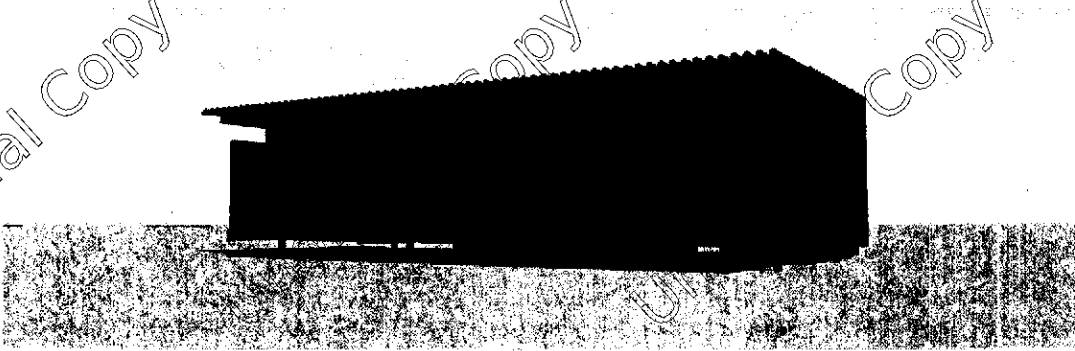


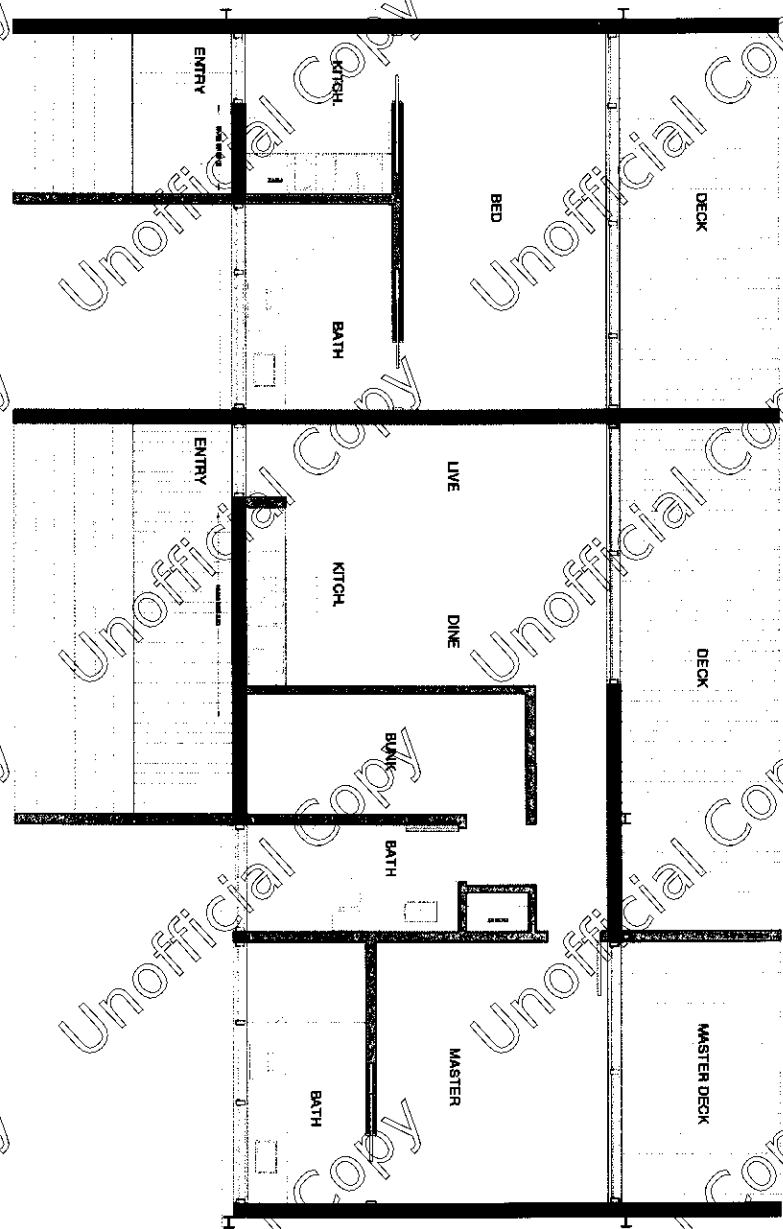
3 A2



3-PACK

DESIGN+BUILD.



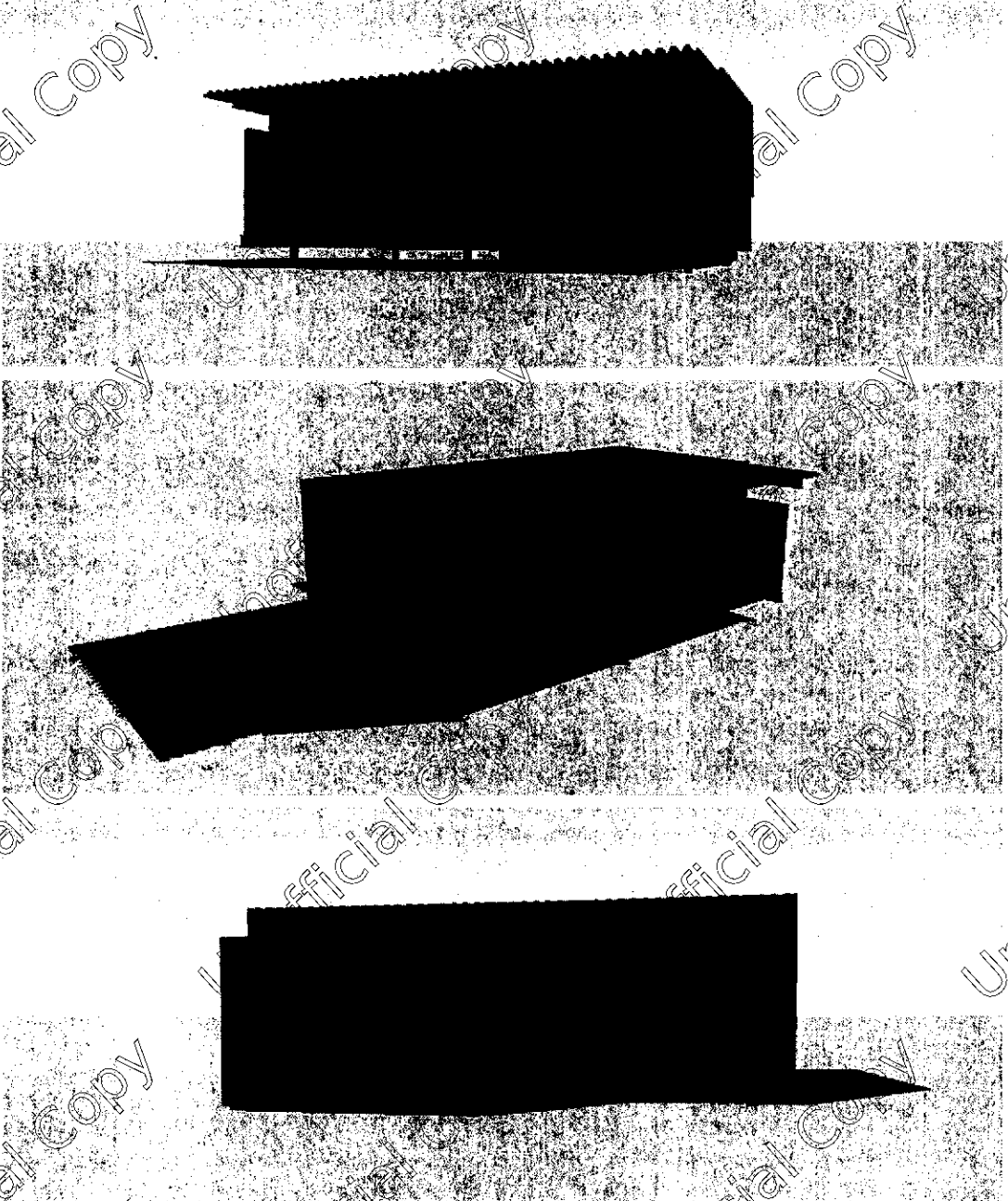


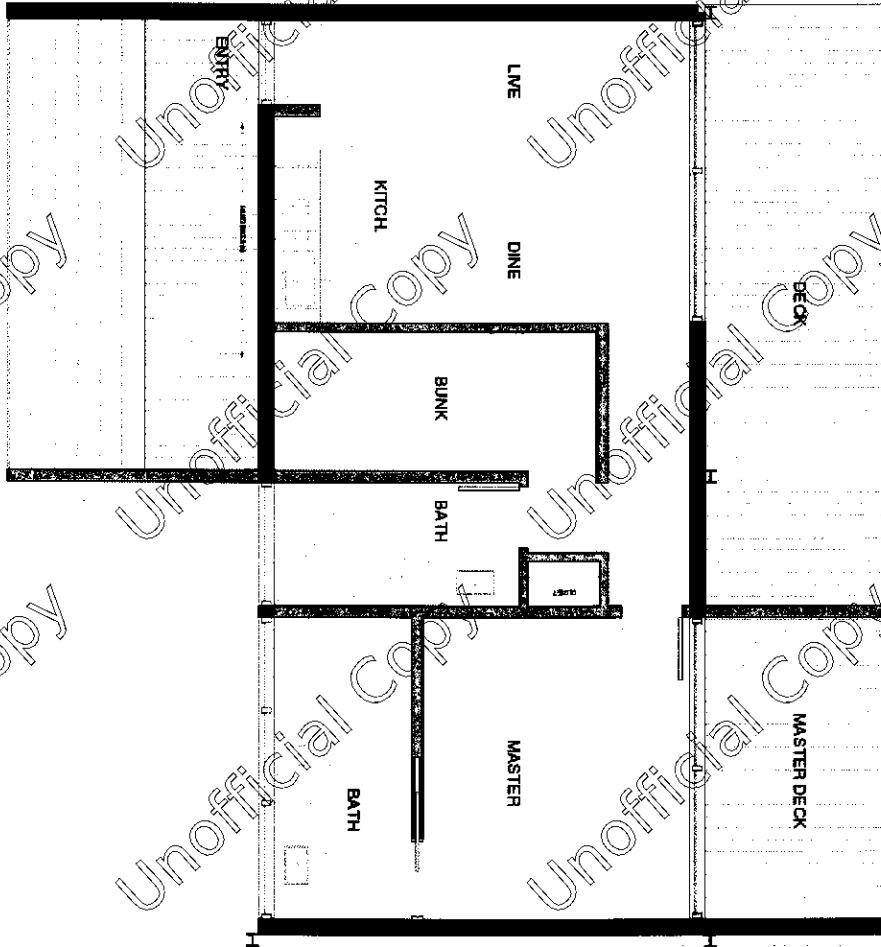
3 A2



2/3

**INTEGRITY
DESIGN+BUILD.**





3 A2

REVISIONS
DATE
DESCRIPTION

NO. 1
DATE
DESCRIPTION

2/3

ADDRESS

PARK CITY
DESIGN+BUILD.