

**AMENDMENT NO. 1
TO THE
BEAUFONTAINE AT SPRING LAKE
DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 1 TO THE BEAUFONTAINE AT SPRING LAKE DEVELOPMENT AGREEMENT (the "Amendment") is entered into as of this ____ day of _____, 2015, by and between and SILVERADO PARTNERS, LLC - (hereinafter called "Successor Developer") and WASATCH COUNTY, a political subdivision of the State of Utah (hereinafter called the "County"). Successor Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, *et seq.*, and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Amendment.
- B. Successor Developer has a legal interest in certain real property consisting of approximately 76 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto.
- C. The Parties have found it desirable to amend the previously recorded BEAUFONTAINE AT SPRING LAKE DEVELOPMENT AGREEMENT (hereinafter the "Agreement") which was recorded in the office of the Wasatch County Recorder on August 14, 2006 as Entry No. 306060, at Book 882, Pages 1-58.
- D. It is not the intention of the Parties to supersede or replace the original Agreement and it is expressly understood that the Agreement shall remain in full force and effect. It is further acknowledged that both the Agreement and this Amendment shall govern the development of the project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1.1. AMENDMENT. Pursuant to Section 5.1 of the Agreement, the Parties agree that the Agreement shall be amended as follows:

At such time as each Phase of the Project is recorded, the amounts stipulated in the attached Exhibit B, "Allocated Improvement & Development Costs" shall be collected and held in escrow in the clerks trust until such time as the improvements are installed and inspected. Each escrow account shall be referred to by the name at the heading of each column. Prior to the plat being sent to the Manager's office the Planning Department shall verify amounts and designated escrow accounts so the escrow accounts reflect the correct improvements.

1. 600 South Cash Escrow Account

- a. Prior the Recording of any new or amended Phase the designated cash contribution will be deposited in a Wasatch County Clerk Trust Account (Trust Account) in an amount equal to the estimated costs of construction of the described improvement; whether the costs are deemed temporary or permanent. The cash contribution of each Phase is noted in Exhibit B, "Allocated Improvement & Development Costs," has been approved by the Wasatch County Engineering Department.
- b. A 30' strip shall be dedicated to Wasatch County for the construction of 6th South. This property will be dedicated to Wasatch County when the first Phase of Phases 3-8 is recorded. See Exhibit E.

2. Connection Road from Beaufontaine to Woods of Cobblestone

- a. A road from the Project connecting to The Woods of Cobblestone will be constructed before the 32nd unit in Phases 3-8 receives a building permit or a dead end is created longer than 1,300 feet whichever comes first or as deemed appropriate by the County. See Exhibit F.
- b. The proposed connection shall be consistent with the existing road in the Woods at Cobblestone and tie into that existing road; as well as an 8' asphalt trail on over private property together with a public easement. The Public Trail shall be stubbed into the east and west property lines and be connected to the public trail from The Woods of Cobblestone.
- c. Curb and gutter will not be installed at this time (but will be provided for in the Trust Account) since the alignment will not be established until the south side is dedicated.

- d. The County may require the Successor Developer of phases 3-8 to build the portion of the road required to be built by the Woods at Cobblestone with the cash escrow (\$97,000) held in an existing escrow account.

3. Public Trails System Cash Escrow Account

- a. It is agreed that a Public Trails System shall be a requirement of approval of subsequent subdivision plats. At the time of this Amendment, a large portion of these Trails have not been completed according to the Agreement and plan. Funds will be collected at the recording of each Phase and deposited into a Trust Account to fund the completion of the Public Trails System. Exhibit B sets forth the amounts that must be placed in the Trust Account at the recording of each Phase of the Project. The Trust Account will hold funds equal to the cost estimate of the trails to be completed and approved by the Engineering Department, All existing trails not acceptable will be required to meet an acceptable standard before they are approved by the County. Successor Developer of each phase shall construct the trails in all respects. The Trust Account shall serve as a completion bond to ensure completion. After the trails are completed, 90% of the escrow account may be released (except for the portion stated in "b" below) to the developer and the remainder released after a 1-year warranty period. This Trust Account includes amounts to stub the existing trails into the east and west property lines along Lake Creek and align the trails with the handicap ramps already installed.
- b. In lieu of completion of the public trail in Phase Two and the northeastern public trail stub in Phase One, Wasatch County shall hold escrow funds in an amount agreed to by Wasatch County until such time as installation of these trails are deemed appropriate.

4. Shared Common Area Cash Escrow Account

- a. Common Area Improvements are shown on the proposed plats for the Project. As of the date hereof, none of these improvements have been completed. Most of these improvements are to be built or constructed in the 7-acre park area located at the end of Phases 3-8 near the creek. There are also 2 stretching areas with equipment that will be installed along the Public Trail System in the public park. The public park will be built as per the site plan provided as Exhibit C which shall include an itemized cost of all items listed below (and included as Exhibit D) approved by the County: 2- 12' x 12' concrete pads, 4 picnic tables (2 per pad), 2 BBQ stands, culvert covered path over the creek with sizing approved by the County Engineering Department, clean-up of public area, revegetation of public area, 1 sitting bench to be installed at the north end of the Project by the

northwesterly entrance parking area with public parking signage, kiosk with trail map and garbage containers. The funds will also include, at the discretion of the HOA and the County, the construction of a restroom building to be built on the site of the 7-acre park. Funds for the bathroom (not to exceed \$25,000.00) will be held for a period not to exceed 25-years so that in the event that the trail connects to other trails increasing the use of the park the bathroom can be installed if deemed necessary. The public park area will also include an 8' asphalt trail that will run along the creek, as shown on the site plan, from the east property line to the west. This area is required to be maintained by the HOA and an agreement established and attached to this document. The park will not be dedicated to the public but will be owned by the HOA. The HOA shall grant an easement to the County providing for public use. Exhibits C and D are to be submitted and approved prior to the first of any Phases 3-8 being recorded.

5. The public park will be built after there are 50 units in Phases 3-8 or as determined by the County. The public park shall be common area owned and maintained by the HOA in all respects subject an easement granted to the County providing for public use of the park. See Exhibits G (Grant of Public Easement) and H (Park Maintenance Agreement).
6. Vested development rights shall only be recognized if each phase and all improvements are in accordance with the density bonuses awarded by the County. Any applicant shall be required to comply with each item listed in the bonus density chart (Exhibit I_[KW1]) that additional density was granted for (see attached minutes and staff report and 16.29 Planned Performance code section). If the development is not in compliance with the density bonus requirements granted that portion of the density bonus will be deleted from the total number of ERUs. Each phase must show compliance as far as possible with the density bonus requirements before a new phases will be approved.
7. No units in a flood plain can be constructed until such units are in compliance with the County Code and the necessary FEMA approvals received.
8. Landscaping and irrigation systems of the Common Areas shown on the landscape plan in light green and labeled "Wild Flower/Native Grass Mix" are the responsibility of the Developer/Builder. In lieu of completion of Wild Flower/Native Grass Mix areas, Phase recordings are acceptable through an established Trust Account with amounts shown in Exhibit B. Wasatch County will release or reduce partial escrow amounts after inspection and acceptance by the County and HOA of completed installations. The HOA will be responsible to insure that all landscaping and irrigation systems in these areas are installed in compliance with the approved landscape plan (Exhibit J):

9. Landscaping improvements around units are to be completed prior to unit closings and the issuance of Certificates of Occupancy, weather permitting. If, due to weather, the landscaping around units cannot be completed, Certificates of Occupancy recordings are allowed if an escrow account is established in the name of the HOA with amounts established by the HOA at unit closings. The HOA will release or reduce partial escrow amounts after inspection and acceptance of completed installation.
10. The final plat must contain a note and easement regarding the Broadhead Spring and pond for any owners use and whoever else has rights or interest in the Broadhead Spring.
11. Properties within this proposal may have high ground water. A developer/builder will want to refer to soils tests to determine where ground water is encountered.
12. There is an "Affordable Housing Obligation" to be paid as set forth in Exhibit K, "Notice of Payment Obligation for Affordable Housing."
13. Units in Phases 1 & 2 must have a minimum of 2,200 finished square (above ground living space) feet with a maximum footprint of 4,000 square feet with a minimum of 30% of the exterior surface to be approved rock or brick. HOA exterior materials, finishes and colors in these phases are limited.
14. Units in Phases 3-8 must have a minimum of 1,500 finished square feet (above ground living space) with a maximum footprint of 4,000 square feet with a minimum of 15% of the exterior surface to be approved rock or brick. All unit elevation plans with exterior materials, finishes and colors must be approved by the HOA, prior to submission for a building permit. Exterior colors for these phases are to be earth tones. All exterior materials, finishes and colors must be consistent with the approved materials, finishes and colors provided by the HOA. See Exhibit L for pre-approved exterior material and finishes and for unit example style elevations.

Additional Documents

County Council minutes
Printed power point presentation
Planning Department staff reports
Utility Plan Set
Overall Plan Phases 3-8
Park Plan and amenities plan
Trail Plan
Building renderings
Kiosk

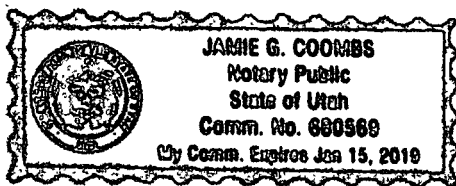
DATED this 5th day of Aug., 2015.

WASATCH COUNTY

By: [Signature]
Its: Mike Davis / Wasatch Co. Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

The foregoing AMENDMENT NO. 1 TO THE BEAUFONTAINE AT SPRING LAKE DEVELOPMENT AGREEMENT was acknowledged before me this 5th day of Aug., 2015, by Michael Davis, who being duly sworn upon oath, deposes and says, that he/she is Manager of Wasatch County ("County"); that he/she has authority to execute the foregoing document for and on behalf of the County; that he/she has read the foregoing document and knows the contents thereof, and that the same is true and correct to the best of his/her information, knowledge and belief; and that he executed the same in his capacity for and on behalf of the County.



[Signature]
NOTARY PUBLIC
Residing at: Wasatch County

EXHIBIT A

BEAUFONTAINE BOUNDARY DESCRIPTION

COMMENCING AT A POINT LOCATED NORTH 89°48'22" EAST ALONG THE SECTION LINE 955.65 FEET AND SOUTH 21.22 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 1182.22 FEET; THENCE EAST 392.72 FEET; THENCE SOUTH 00°00'59" EAST ALONG A FENCE LINE 469.12 FEET; THENCE SOUTH 00°20'15" EAST ALONG A FENCE LINE 991.33 FEET; THENCE NORTH 89°27'34" WEST ALONG A FENCE LINE 1324.24 FEET; THENCE NORTH 00°35'29" WEST ALONG A FENCE LINE 798.96 FEET; THENCE NORTH 00°19'15" WEST 1265.53 FEET; THENCE SOUTH 89°33'50" WEST 683.30 FEET; THENCE NORTH 02°42'20" EAST 370.15 FEET; THENCE EAST 00°23'04" WEST ALONG A FENCE LINE 201.22 FEET; THENCE SOUTH 89°56'12" EAST ALONG A FENCE LINE 1028.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,306,948 SQ FT OR 75.92 ACRES

EXHIBIT "B"
BEAUFONTAINE SUBDIVISION
ALLOCATED IMPROVEMENT & DEVELOPMENT COSTS
PHASES 1 - 8

PHASES	PADS	COMMON AREA LANDSCAPING	SHARED COMMON AREA	6th SOUTH		REPAIR		TOTAL
				ESCROW	ROADS	EXISTING ROADS	SIDEWALKS	
ONE	5	\$ -	\$ -	\$ 12,500	\$ -	\$ -	\$ 2,000	\$ 36,500
TWO	10	\$ -	\$ -	\$ 23,000	\$ -	\$ -	\$ -	\$ 47,500
THREE	22	\$ 107,300	\$ 34,000	\$ 22,500	\$ 45,250	\$ -	\$ -	\$ 242,050
FOUR	9	\$ 77,400	\$ 18,000	\$ 25,000	\$ 15,750	\$ -	\$ -	\$ 141,150
FIVE	9	\$ 5,200	\$ 8,000	\$ 20,500	\$ 15,750	\$ -	\$ -	\$ 54,450
SIX	9	\$ 40,450	\$ 3,000	\$ 16,500	\$ 15,750	\$ -	\$ -	\$ 96,700
SEVEN	9	\$ 52,150	\$ 26,000	\$ -	\$ 15,750	\$ -	\$ -	\$ 93,900
EIGHT	5	\$ 4,000	\$ 13,500	\$ -	\$ 8,750	\$ -	\$ -	\$ 26,250
TOTAL	78	\$ 286,500	\$ 102,500	\$ 120,000	\$ 117,000	\$ 2,000	\$ 2,000	\$ 738,500

COMMON AREA LANDSCAPING: As per landscaping plan for Phases 3-9 for common areas with natural grass/wildflower mix and trees, includes irrigation. Moneys deposited in a Wasatch County trust account and installed under the direction of the HOA.

SHARED COMMON AREA: Includes (2) 12'X12' pads, (4) picnic tables, (2) barbeque stands, culvert covered path over stream, restroom, clean up of public park area, (1) playground with equipment, (2) stretch areas with equipment and benches along public trail, (1) bench on north side of phase I, access road on west side. Amounts collected at phase closings are to be deposited in a Wasatch County trust account and constructed under direction of the HOA.

TRAILS: 8' asphalt walking paths completed as per plat. Amounts collected at phase closings are to be deposited in a Wasatch County trust account and constructed under direction of the HOA. Amounts listed above may change to an acceptable bid + 10%.

6th SOUTH ESCROW: Amounts collected at phase closings are to be deposited in a Wasatch County trust account.

REPAIR EXISTING ROADS: Repair of existing interior roads, including infrastructure, and type two slurry seal. Amounts collected at phase closings are to be deposited in a Wasatch County trust account and constructed under direction of the HOA. This column amount is for Phases 3-9. The differences between th \$113,500.00 in this column and the \$64,317.00 in the next exhibit, which is an engineers estimate for Phases 3-9, is the additional amount allowed for inflation in the event that the future phases are not developed for a number of years.

EXHIBIT B - Page 2

BEAUFONTAINE PUBLIC TRAILS
COST ESTIMATE

PHASE	LF at 8' WIDTH	Cost @\$20 LF
PHASE 1	1220	\$ 24,400.00
PHASE 2	420	\$ 8,400.00
PHASES 3-9	3030	\$ 60,600.00
PARK	660	\$ 13,200.00
TOTAL	5330	\$ 106,600.00

EXHIBIT B - Page 3***Engineers Opinion of Cost***

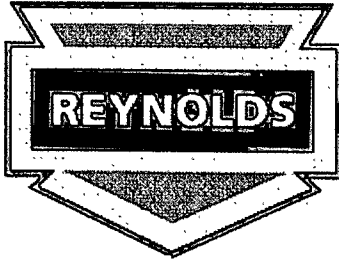
**PROPOSED 600 SOUTH ROADWAY (1/2 WIDTH) FOR
BEAUFONTAINE PHASE 3-9**

By: J. McKellar

Date: 04/16/2015

No.	DESCRIPTION	Unit	Quantity	Cost per Unit	Total Cost
1	Erosion Control, complete	L.S.	1	\$2,500.00	\$2,500.00
2	Grubbing and rough grading for roadway, complete	S.F.	33,400.0	\$0.75	\$25,050.00
3	Construct new 30-inch concrete curb & gutter, complete, on north side of roadway; including all required earthwork, gravel base, and all appurtenant work	L.F.	1,325	\$13.00	\$17,225.00
4	Construct new 5-foot wide concrete sidewalk, complete, on north side of roadway; including all required earthwork, gravel base, and all appurtenant work	L.F.	1,325	\$14.00	\$18,550.00
5	Furnish, place and compact 3-inch thick asphalt pavement, complete; including 8-inch thick gravel road base	S.F.	19,900	\$1.75	\$34,825.00
6	Adjust sewer manhole covers to grade, complete	EA.	4	\$350.00	\$1,400.00
TOTAL ESTIMATED CONSTRUCTION COST					\$99,550.00
Construction Contingency (Approx. 10%)					\$9,950.00
TOTAL ESTIMATED BUDGET CONSTRUCTION COST					\$109,500.00

EXHIBIT B - Page 4



Reynolds Excavation, Demolition, & Utilities
 A Subsidiary of Staker & Parson Companies
 89 West 13490 South
 Draper, Ut 84020

Ent 421609 Bk 1151 Pg 1913

To: Aimtec Group	Contact:
Address: Midvale, UT	Phone:
	Fax:
Project Name: Beafortane - Roadway Repairs	Bid Number:
Project Location:	Bid Date:

Exclusions: No imported backfill material, no permits or fees, no export of exist materials, SWPPP plan, SWPPP permit, SWPPP BMP's, ground sterilizer, survey, engineering.

Staker & Parson Companies may withdraw this proposal, unless written acceptance is received from Buyer within 30 days of Bid Date above.

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
D - IMPROVEMENTS						
	6.603	Remove & Replace Asphalt Problem Areas	7,049.00	SF	\$4.95	\$34,892.55
		Remove 3" Of Existing Asphalt	3,800.00	SF	\$0.30	\$1,140.00
	6.1335	Remove & Replace Curb	106.00	LF	\$43.97	\$4,660.82
Total Price for above D - IMPROVEMENTS Items:						\$40,693.37

E - TYPE 2 SLURRY SEAL

Type 2 Slurry Seal	122,500.00	SF	\$0.17	\$20,825.00
Total Price for above E - TYPE 2 SLURRY SEAL Items:				\$20,825.00

Total Bid Price: \$61,518.37

Notes:

- Addendum:
- Includes: Dust Control and Road Cleaning for Reynolds Brothers work only. Water to be supplied by others.
- Excludes: All over excavation or structural fill under footings and parking lot, All Trench Drains and any Related Work with Trench Drains, Seeding including any involved with Erosion Control, Saw Cutting, Vapor Barrier, Permits, Bonds, Engineering, Surveying and Layout, Fees (connection, impact etc.), Compaction Testing, or Dewatering, Traffic Control and Supply/Placement of Topsoil. Flood and Erosion Control by others. Light poles, electrical trenches, and bollard excavation/backfill are not included. No inclement weather work; including frost protection, snow removal and/or the excavation of muddy or frozen materials or the replacement with dry materials. Any insurance requirements over \$2,000,000.00 will be extra and are not included in the price of this bid unless noted above as a line item in the scope of work.
- This bid based on drawings by _____ dated _____. This bid has been prepared according to plans and specifications and limited to the scope listed and exclusions stated. This bid is only valid for 30 DAYS after bid date.
- Utilities to be stubbed to within 5' of building if utility work is listed above. All backfill material for trenches will be native material.
- This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- Delay Charges stemming from lost time & production, due to time - waiting for answers, work area not ready when promised or other contractors encroaching into our assigned area will be billed at a rate of \$700.00 per hour for each crew idled.
- Earthwork quantities calculated from drawings listed above. NO other survey or measurements were preformed.
- Landscape Areas graded to 4" - 6" below finish grade.
- All material required for footing backfill shall be generated by footing excavation or be furnished to the building pad by others.
- Bid is based on fuel cost at date of bid. Any increases in cost will be passed onto the owner.
- NO asbestos or hazardous materials cleanup, removal or disposal included
- We are not responsible for breaking concrete or damaging landscaping if it is the only access to the job.
- All on-site material is considered suitable for use as structural fill including trench backfill.

EXHIBIT B - Page 5CONSULTING ENGINEERS AND SURVEYORS

12401 South 450 East C2
 Draper, Utah 84020
 (801) 571-9414
 Fax: 571-9449
 www.gilsonengineering.com

BEAUFONTAINE PARK ESTIMATE

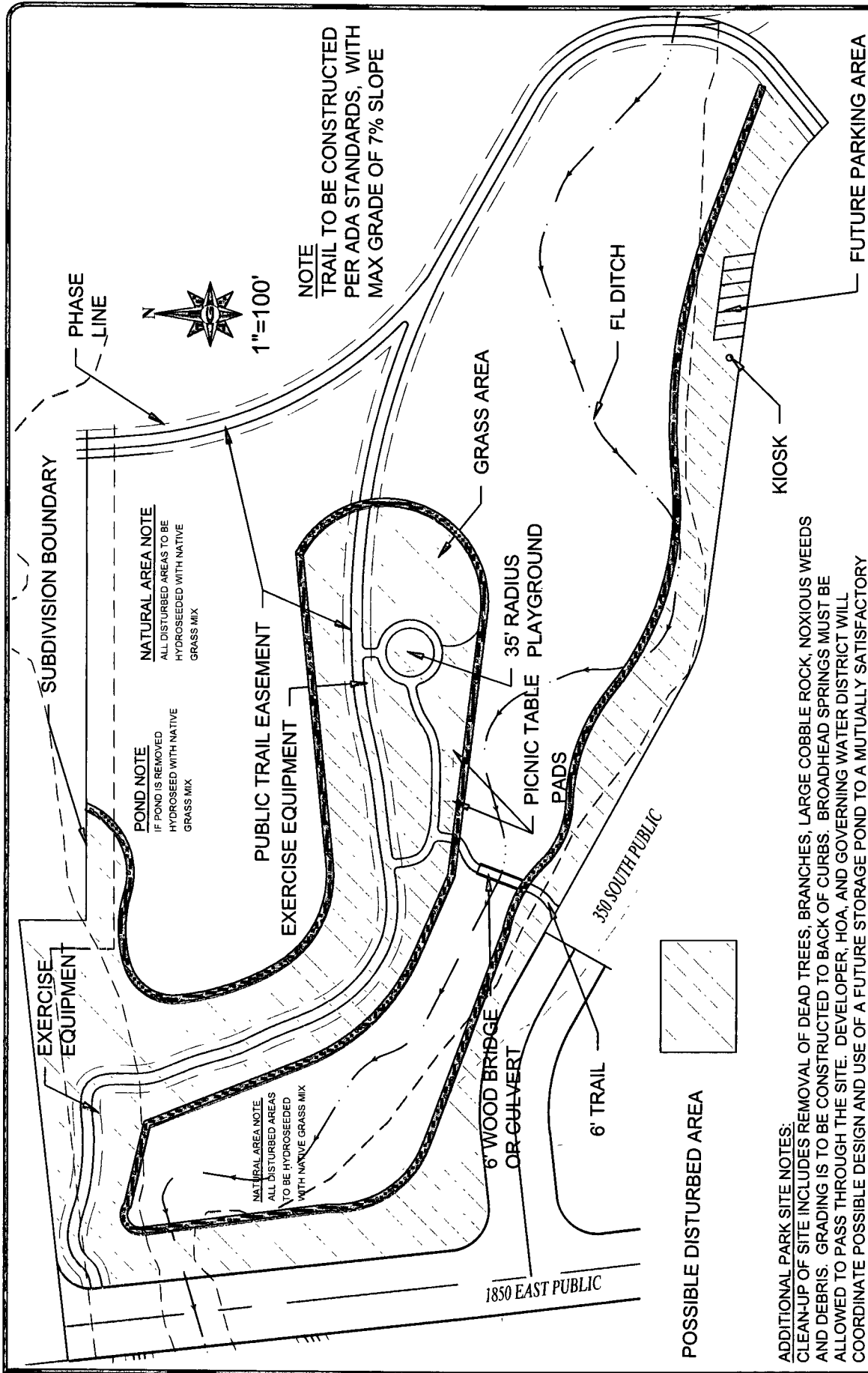
Larry R. Gilson, P.E.
 Bradley S. Gilson, P.E.
 Jim Milligan, P.E.
 Josh F. Madsen, P.L.S.

SHARED COMMON AREAS COST ESTIMATE

ITEM	EST. COSTS
Recreation Equipment (see attached)	\$ 30,000.00
Playground pad (25'x35')	\$ 2,800.00
(2) 12' x 12' Concrete Picnic Pads	\$ 1,700.00
Culvert Path	\$ 2,000.00
Parking Area with sign	\$ 5,000.00
Kiosk	\$ 1,200.00
Clean-up & grading	\$ 8,500.00
Seeding (2 acres)	\$ 15,000.00
Playground grass	\$ 2,000.00
Irrigation sprinklers	\$ 4,000.00
Restroom	\$ 25,000.00
Trails (included in Trails cost Exhibit B)	
TOTAL	\$ 97,200.00

GILSON ENGINEERING
 CONSULTING ENGINEERS AND SURVEYORS

EXHIBIT C



NATURAL AREA NOTE
ALL DISTURBED AREAS TO BE HYDROSEEDED WITH NATIVE GRASS MIX

POND NOTE
IF POND IS REMOVED HYDROSEED WITH NATIVE GRASS MIX

NATURAL AREA NOTE
ALL DISTURBED AREAS TO BE HYDROSEEDED WITH NATIVE GRASS MIX

NOTE
TRAIL TO BE CONSTRUCTED PER ADA STANDARDS, WITH MAX GRADE OF 7% SLOPE

ADDITIONAL PARK SITE NOTES:
CLEAN-UP OF SITE INCLUDES REMOVAL OF DEAD TREES, BRANCHES, LARGE COBBLE ROCK, NOXIOUS WEEDS AND DEBRIS. GRADING IS TO BE CONSTRUCTED TO BACK OF CURBS. BROADHEAD SPRINGS MUST BE ALLOWED TO PASS THROUGH THE SITE. DEVELOPER, HOA, AND GOVERNING WATER DISTRICT WILL COORDINATE POSSIBLE DESIGN AND USE OF A FUTURE STORAGE POND TO A MUTUALLY SATISFACTORY AGREEMENT. DESIGN BUILD GRADING TO ALLOW FOR INSTALLATION OF TRAILS AND SHAPING OF EXISTING CONTOURS.

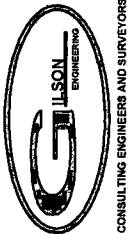

 CONSULTING ENGINEERS AND SURVEYORS
 PROJECT OFFICE
 1241 SOUTH 500 EAST
 (801) 571-0424
 FAX: (801) 571-0449

EXHIBIT C
 LOCATED IN THE NORTHEAST QUARTER SECTION 4,
 TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
 400 SOUTH MILL ROAD WASATCH COUNTY, UTAH

	CHECKED: APPROVED DATE: FEBRUARY 2016 DRAWN BY:	PROJECT: HEBER, UTAH SHEET:
	1" SCALE REBAR: ON FULL SIZE SHEETS 1/2" SCALE REBAR: ON HALF SIZE SHEETS	REVISIONS:

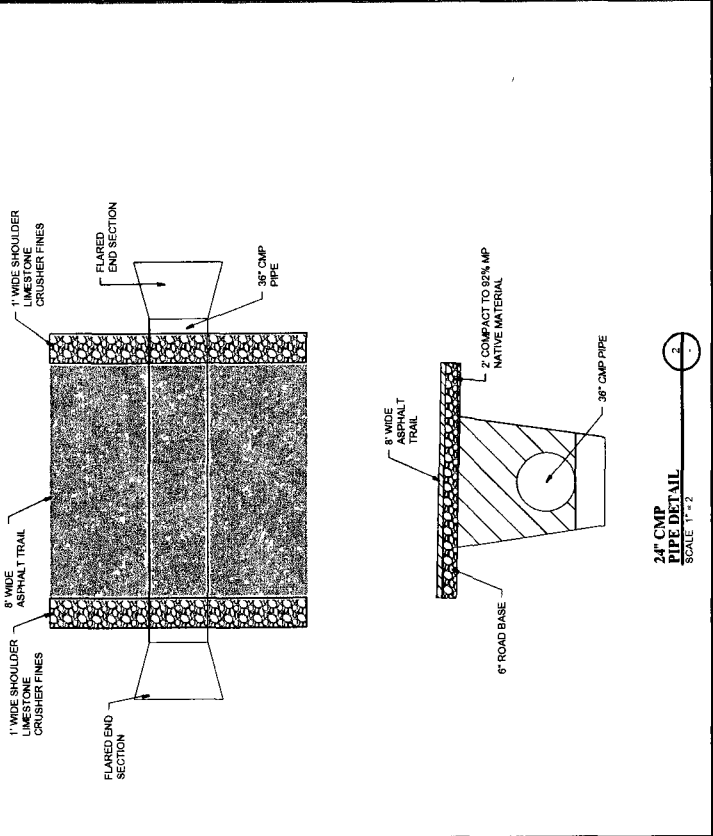
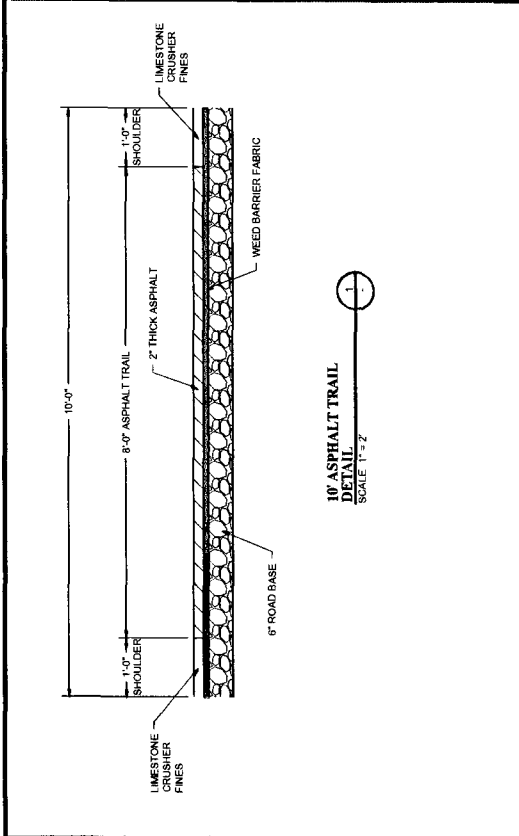
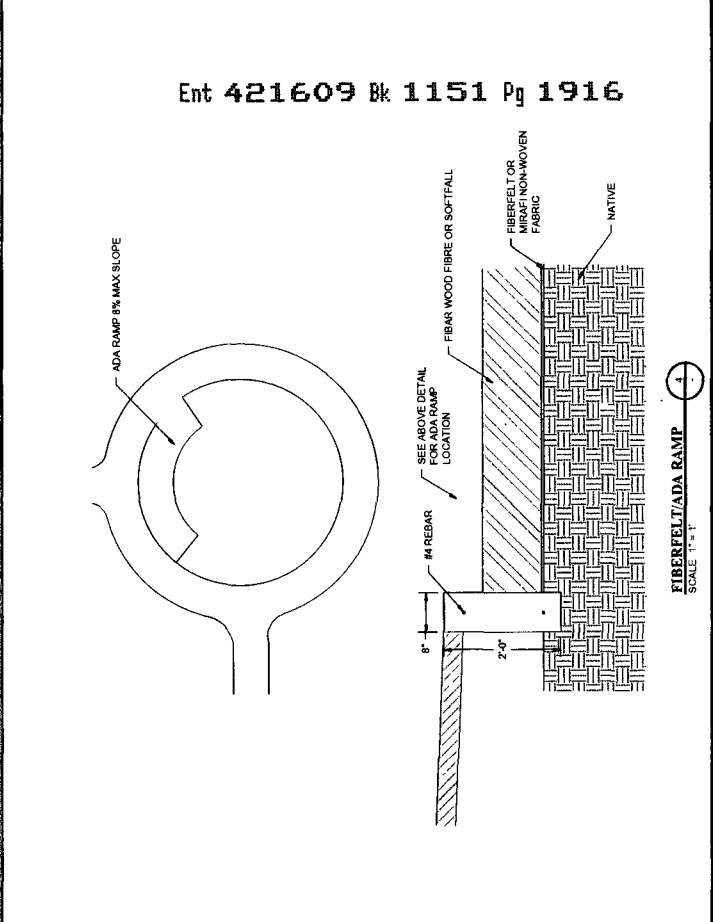
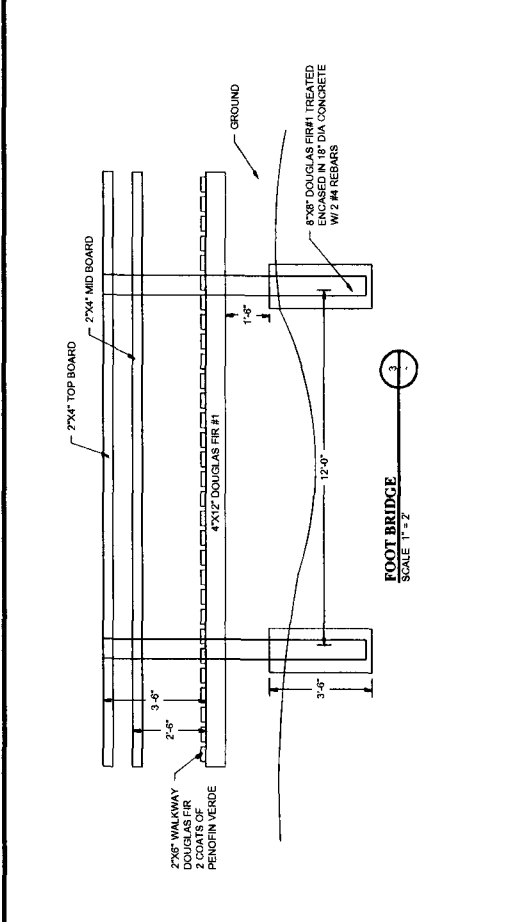


EXHIBIT C -Page 3

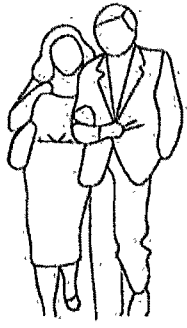
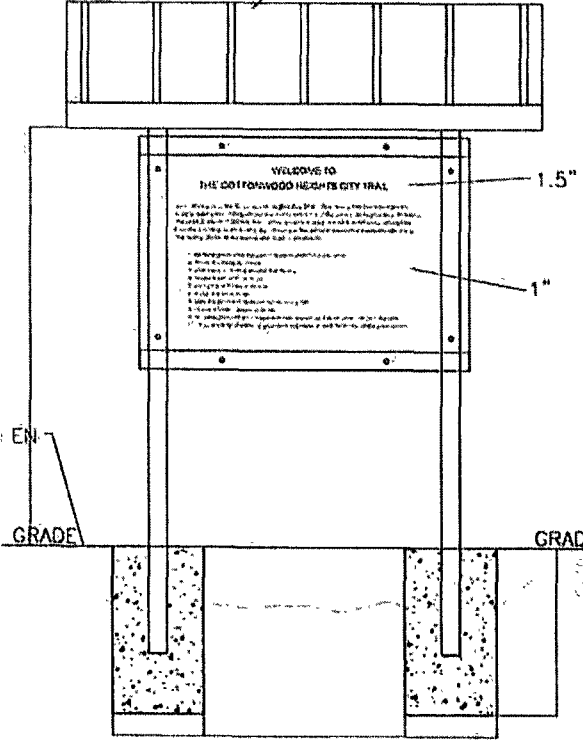
Ent 421609 Bk 1151 Pg 1917

METAL ROOFING
TO MATCH
RESTROOM BLDG

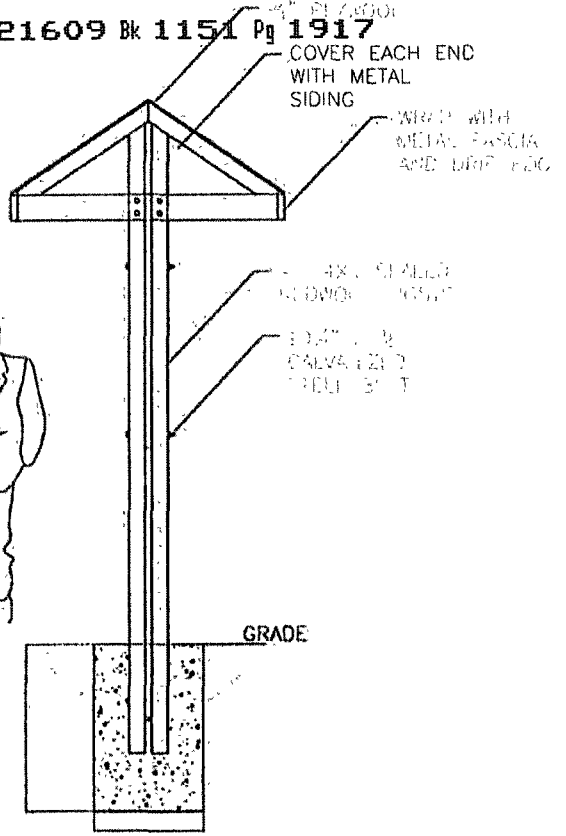
COVER EACH END
WITH METAL
SIDING

WELD WITH
METAL FASCIA
AND BRG ECG

SEAL BETWEEN
COLUMN AND
POSTER



GRADE
SIMPSON 1056P
OR EQUIV. (1) (2)



GRADE

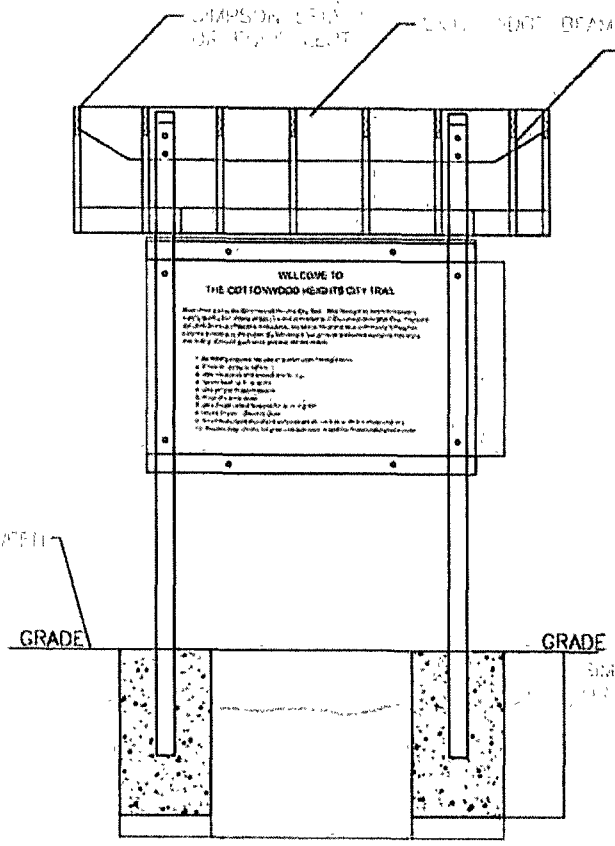
CHARPONS, LEAFS
OR EQUIV. (1) (2)

USE BRGERS TO
ATTACH CHARPONS
TO BEAM

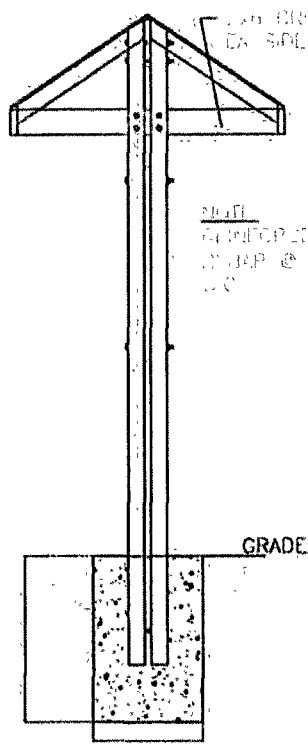
2\"/>

GRADE
SIMPSON 1056P
OR EQUIV. (1) (2)

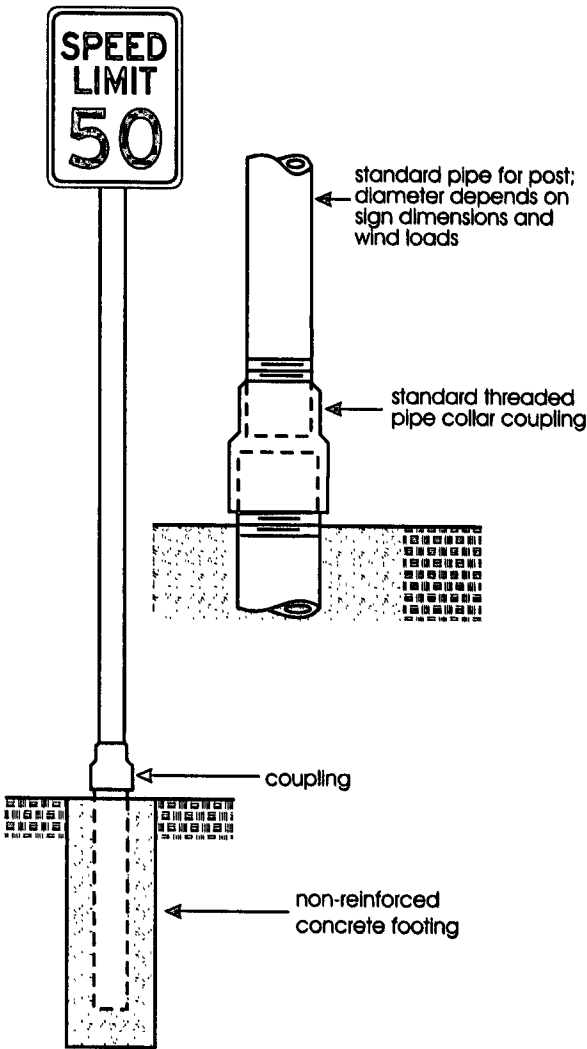
SEAL BETWEEN
COLUMN AND
POSTER



GRADE
SIMPSON 1056P
OR EQUIV. (1) (2)



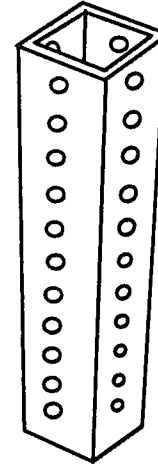
GRADE



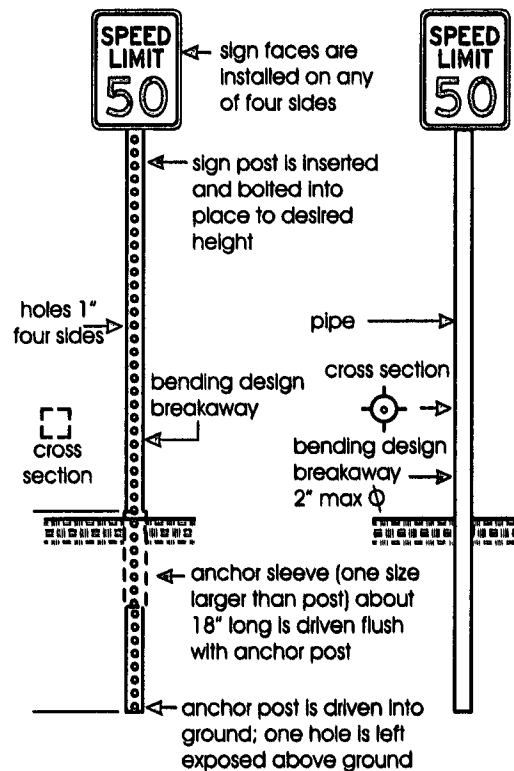
Round pipe sign support system and threaded coupling breakaway feature (Inset)

Square tube posts for small sign supports are becoming more popular in both rural and urban applications. Typically, these posts are furnished with mounting holes prepunched at 1-inch spacings. Common sizes range from 1 1/2 inches to 2 1/2 inches in either 12 or 14 gauge. These supports can be driven directly or installed in a larger-sized anchor post, which makes replacement much easier. Advantages of square tube posts include flexible mounting and use options, increased strength compared to U-channel posts, option to mount on any side, and simple replacement. Damaged posts also can be recycled efficiently. Furthermore, special hard-

ware is available to increase flexibility. However, the cost of square tube posts is generally higher than U-channel. Whenever installing patented support systems, users should refer to manufacturer instructions.



Square steel tube



Sign support systems

EXHIBIT D

Ent 421609 Bk 1151 Pg 1919



Big T Recreation
 949 E Pioneer Rd Ste. A-4
 Draper, UT 84020

(801)572-0782
 susan@bigtrec.com

Quote

Date	Quote No.
08/22/2014	4467
Exp. Date	
09/22/2014	

Address
 Aimtec Group
 Attn: Kerry Winn
 P: 801-573-7205

Quantity	Product	Description	Rate	Amount
1	Structure	• PlayWorld Systems Custom Design #143635A	19,092.00	19,092.00
1	Independent	• Energi Station 1 - ZZXX0089	3,865.00	3,865.00
1	Independent	• Energi Station 4 - ZZXX0092	2,629.00	2,629.00
4	Site Furnishings	• 6' Picnic Table - ZZXX1401	835.00	835.00
1	Site Furnishings	• 6' Portable Bench - ZZXX1449	492.00	492.00
2	Site Furnishings	• Deluxe Park Grill - ZZXX1451	300.00	300.00
1	Freight	• Freight	2,361.32	2,361.32
		• **INSTALLATION NOT INCLUDED IN THIS QUOTE**		

Total \$29,574.32

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P 801 572 0782, F 801 216 3077 or E taft@bigTrec.com or susan@bigTrec.com

We thank you for your business

Accepted By _____

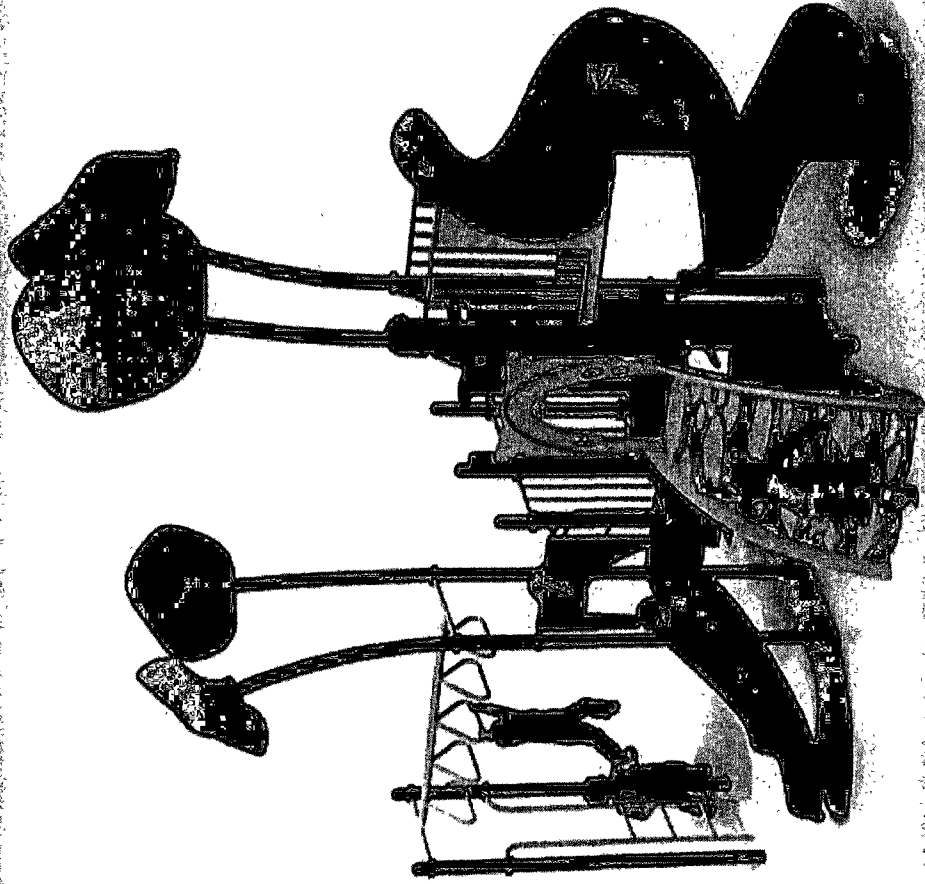
Accepted Date _____

Beaufontaine

Heber City, UT



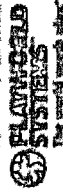
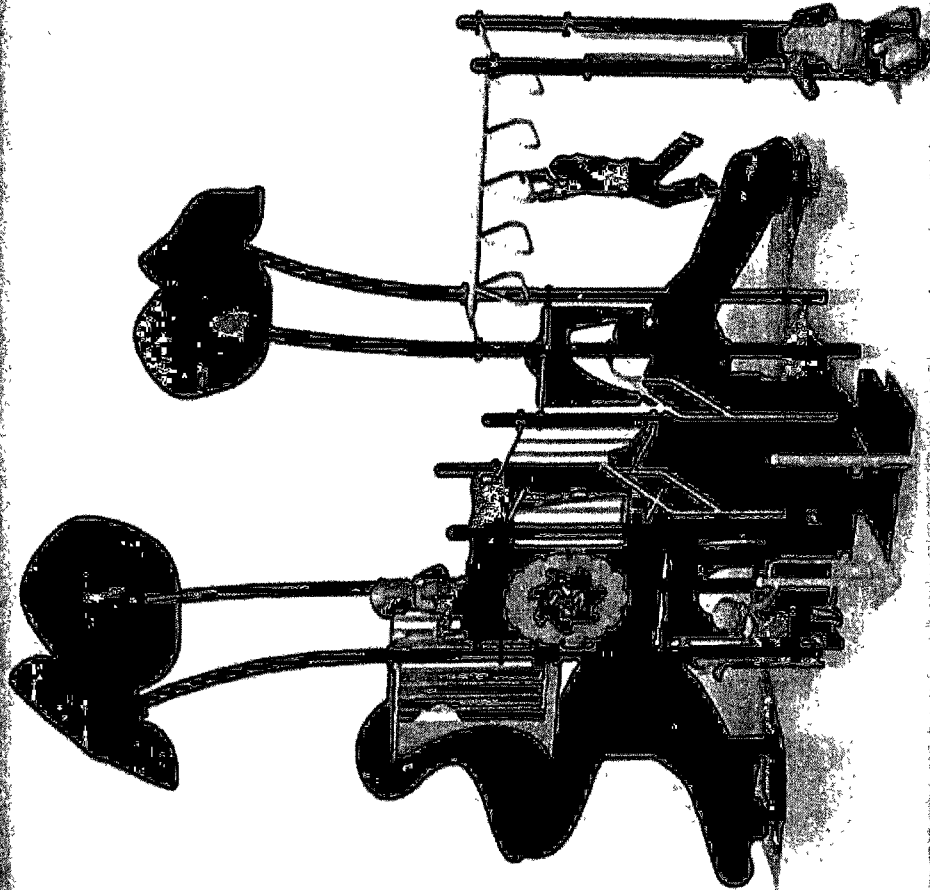
Ent 421609 Bk 1151 Pg 1920



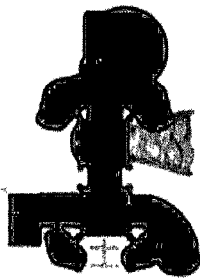
The world loves play!
1000 Buffalo Road, Lewisburg, Pa 17037
Phone: 717-532-8800 • Fax: 717-532-8801 • 800-293-3666

Beaufontaine

Heber City, UT



1000 Buffalo Road, Lewisburg, Pa 17837
Phone 570.522.9900 - fax 570.522.3330 - 800.253.6464
www.playworldsystems.com



Design Number: 330-0081
Challenge® playground layout per
ASTM F1497-07, CPSC E265 & CSA Z614.07

Height: 25'4" (7.74 m) Age Group: 5-12 Years
Length: 20'11" (6.36 m) Use Zone L: 30'x11' (9.14 m)
Width: 12'5" (3.78 m) Use Zone W: 34'x8' (10.40 m)
Height: 13'5" (4.11 m) Number of Users: 25
Installation Time: 26 Hours Number of Play Events: 7

Colors Shown:



EXHIBIT D - Page 4

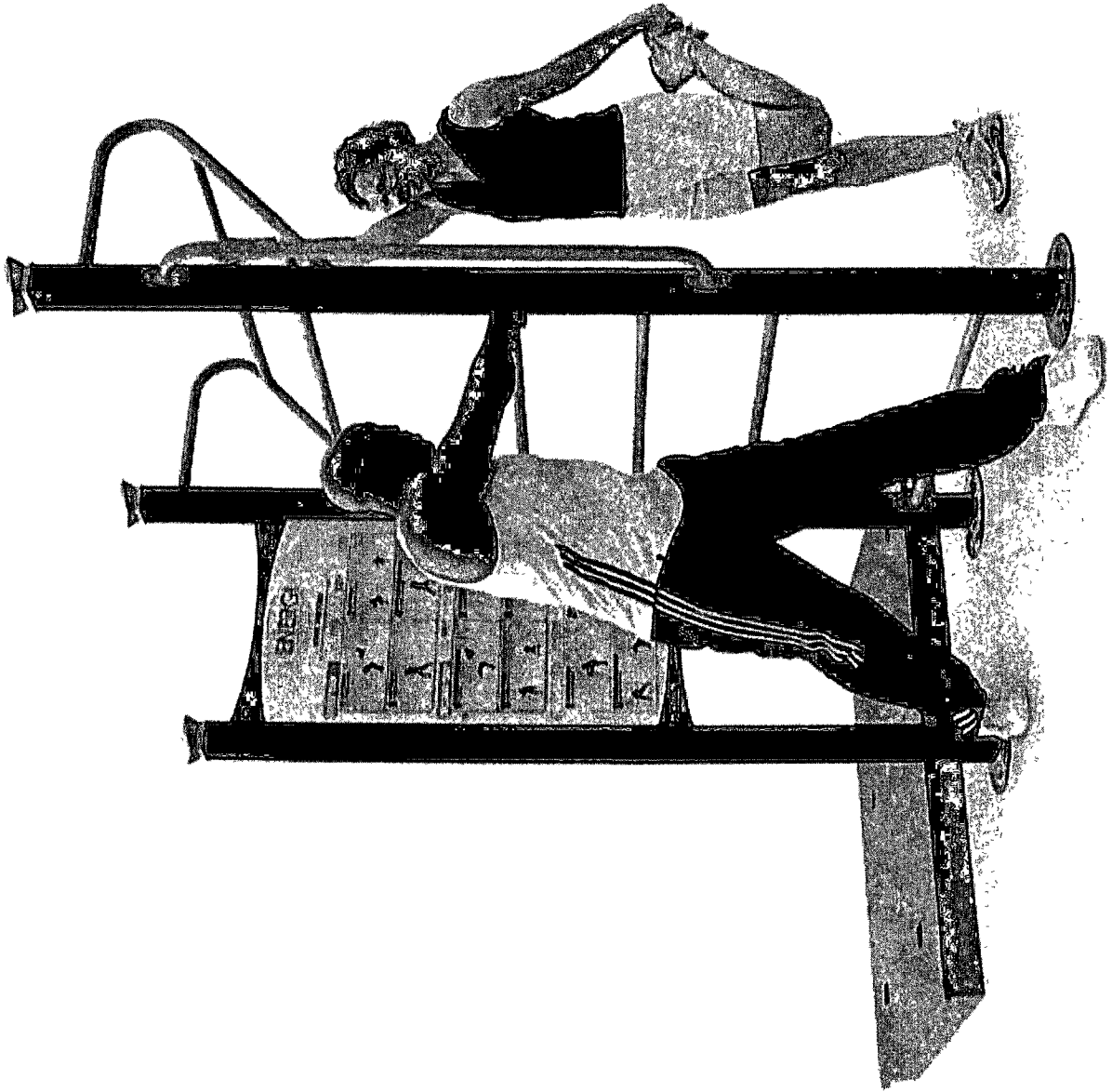


EXHIBIT D - Page 5

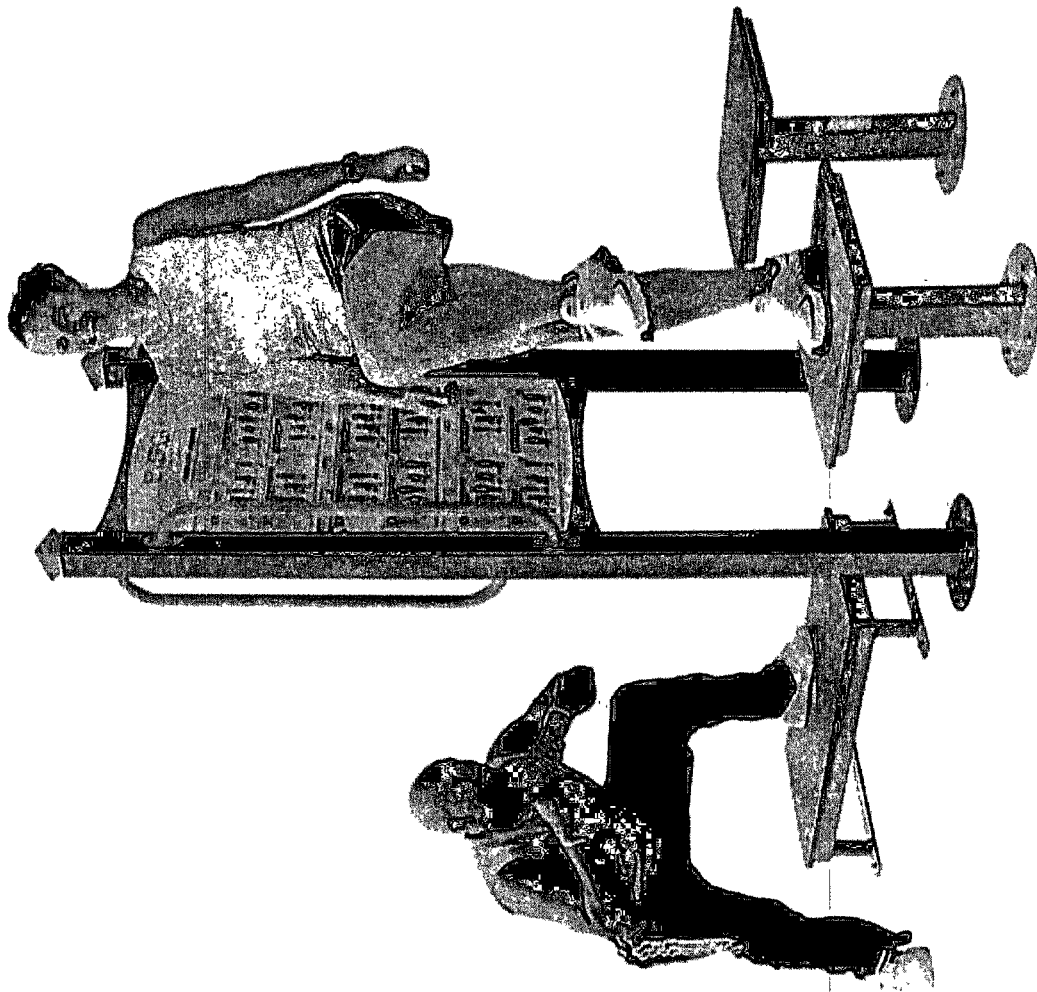


EXHIBIT D - Page 6

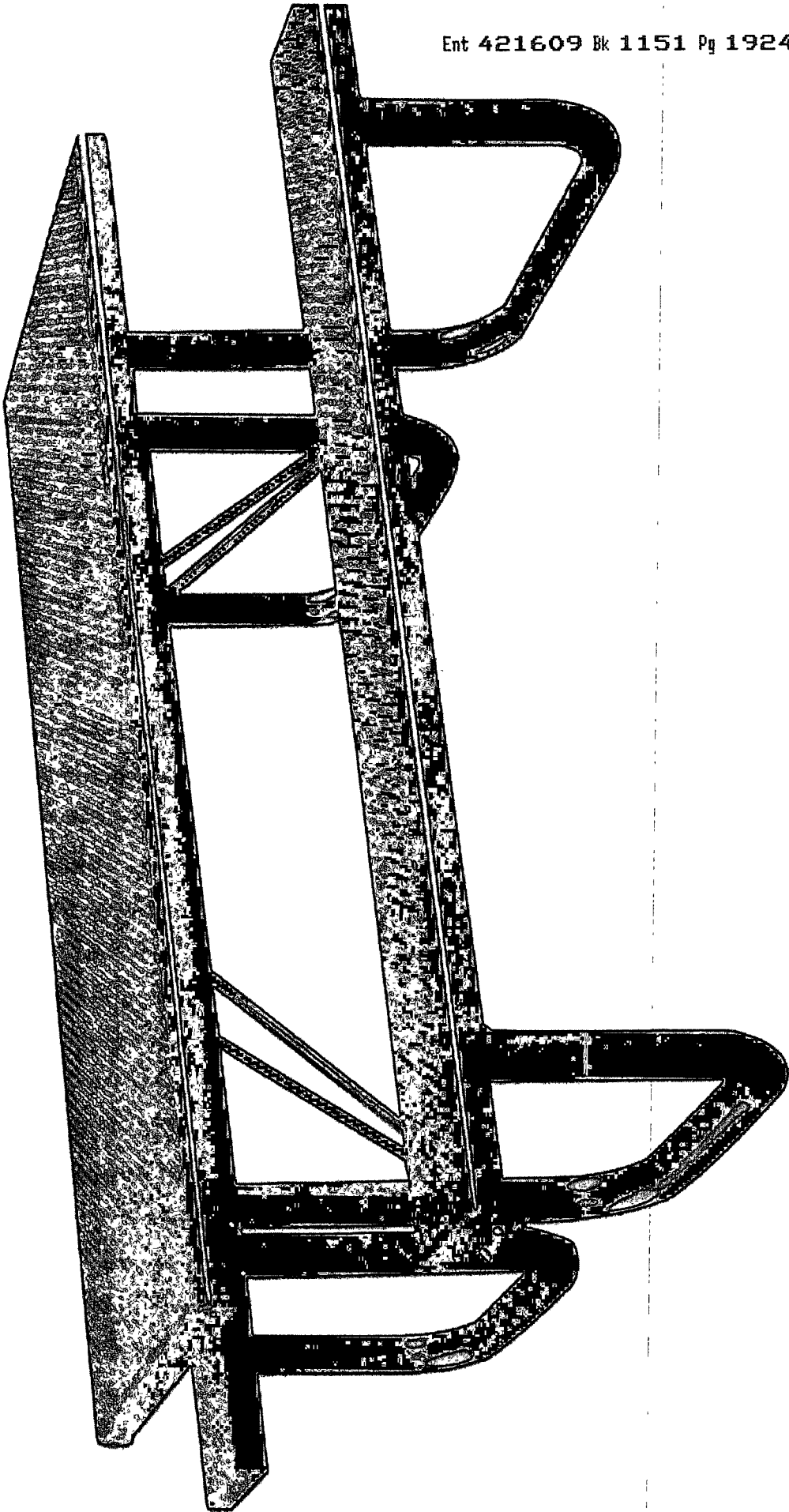
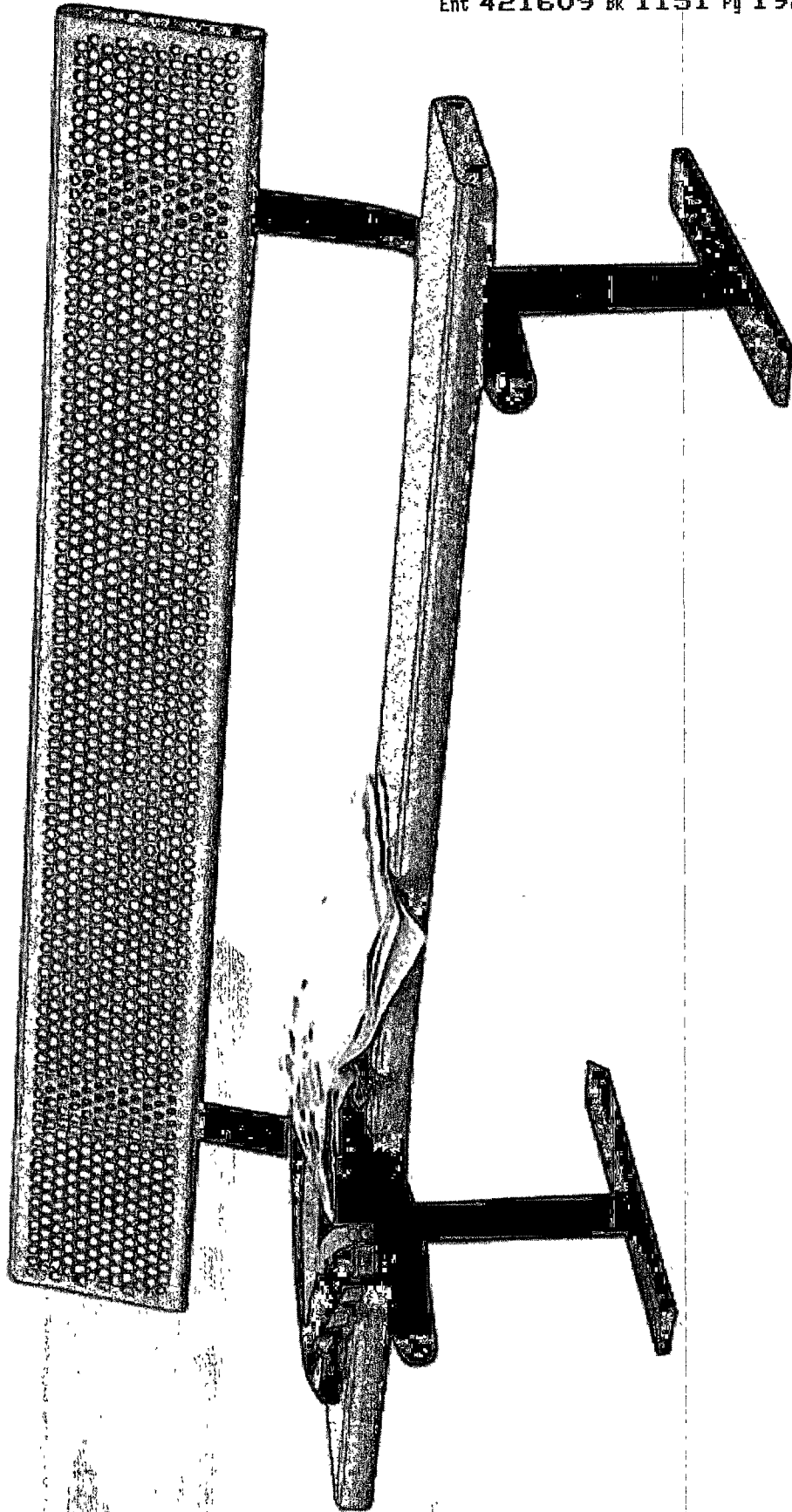


EXHIBIT D - Page 7



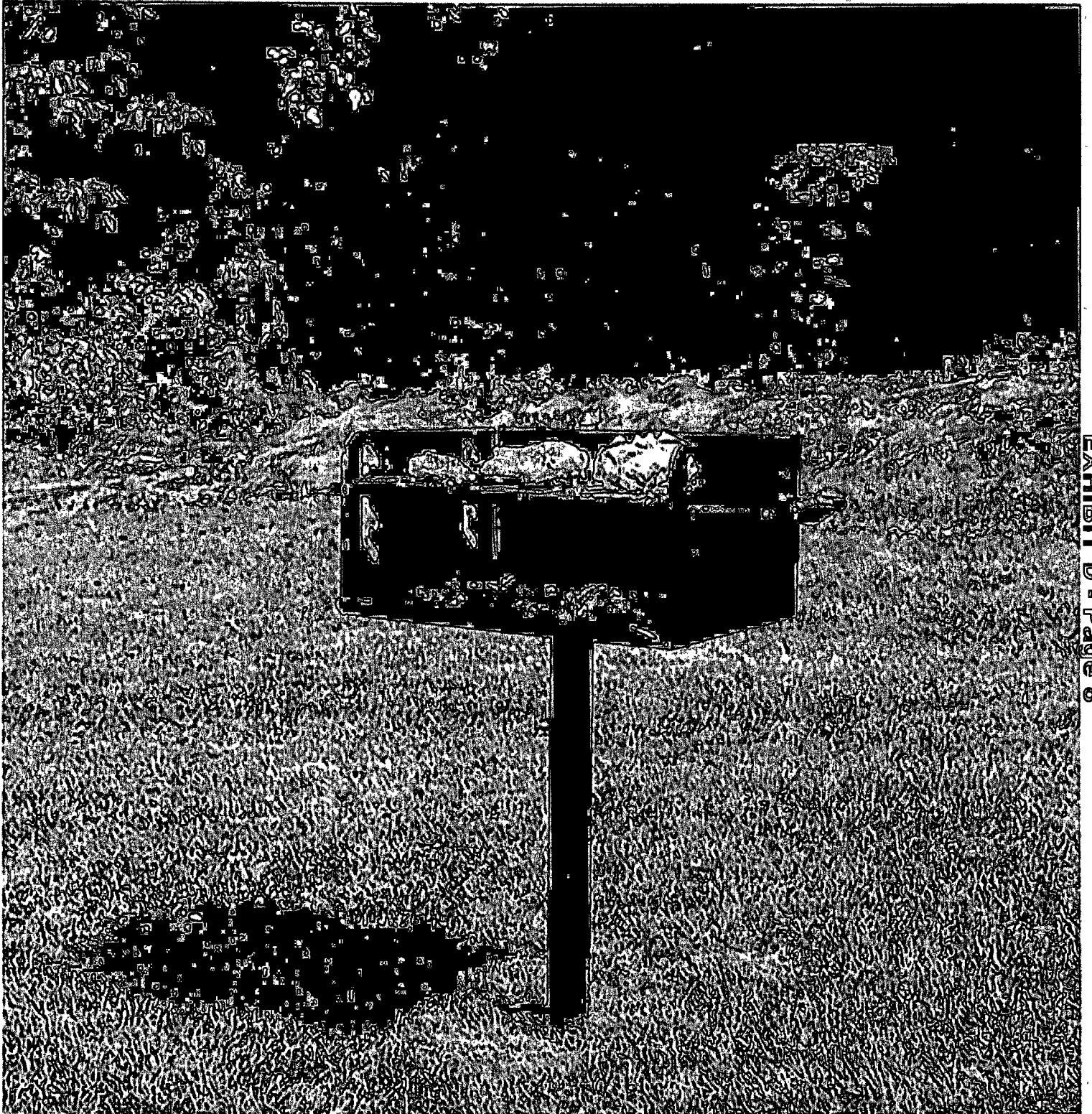
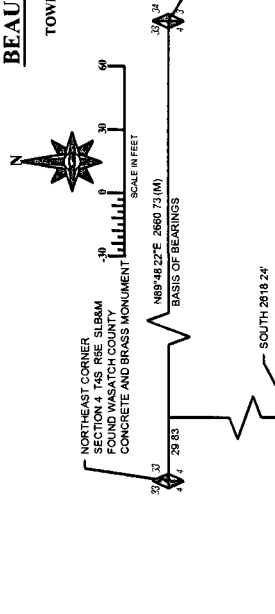
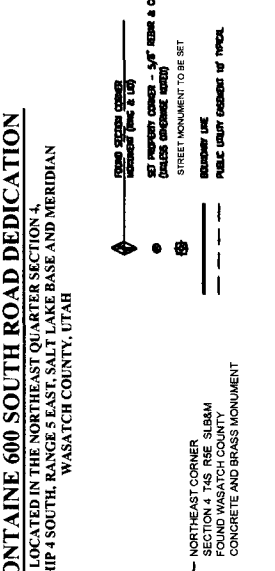
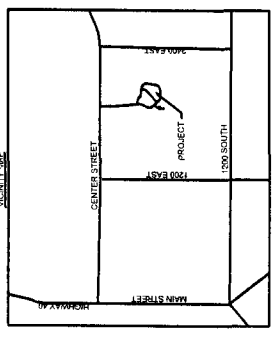


EXHIBIT D - Page 8

EXHIBIT E

BEAUFONTAINE 600 SOUTH ROAD DEDICATION

LOCATED IN THE NORTHEAST QUARTER SECTION 4,
TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, JOSH F. WILSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 520267 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE COMMISSION, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE LINES AND LOCATIONS SHOWN THEREON ARE BEING REPRODUCED FROM PLATS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JOSH F. WILSON PLS
LICENSE NO. 520267

BEAUFONTAINE 600 SOUTH ROAD DEDICATION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND SHOWN ON THIS PLAN AS SHOWN ON THIS PLAN.

BEAUFONTAINE 600 SOUTH ROAD DEDICATION
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, BEING THOSE PARCELS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED NORTH 89°42'22" EAST 29.83 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4 AND SOUTH 2818.24 FEET AND RUNNING THENCE SOUTH 89°27'34" EAST 124.37 FEET; THENCE SOUTH 87°0'15" EAST 30.0 FEET; THENCE NORTH 87°7'54" WEST 1324.24 FEET; THENCE NORTH 0°57'29" WEST 30.0 FEET TO THE POINT OF BEGINNING.

CONTIGUOUS LOT ACRES

OWNER'S DEDICATION
I, JOSH F. WILSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 520267 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE COMMISSION, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE LINES AND LOCATIONS SHOWN THEREON ARE BEING REPRODUCED FROM PLATS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JOSH F. WILSON PLS
LICENSE NO. 520267

BEAUFONTAINE 600 SOUTH ROAD DEDICATION
I, JOSH F. WILSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 520267 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE COMMISSION, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE LINES AND LOCATIONS SHOWN THEREON ARE BEING REPRODUCED FROM PLATS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JOSH F. WILSON PLS
LICENSE NO. 520267

BEAUFONTAINE 600 SOUTH ROAD DEDICATION
I, JOSH F. WILSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 520267 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE COMMISSION, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE LINES AND LOCATIONS SHOWN THEREON ARE BEING REPRODUCED FROM PLATS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JOSH F. WILSON PLS
LICENSE NO. 520267

BEAUFONTAINE 600 SOUTH ROAD DEDICATION
I, JOSH F. WILSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 520267 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE COMMISSION, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE LINES AND LOCATIONS SHOWN THEREON ARE BEING REPRODUCED FROM PLATS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JOSH F. WILSON PLS
LICENSE NO. 520267

OWNER'S ACKNOWLEDGMENT

I, S.S. _____
STATE OF UTAH _____
COUNTY OF BERKLEY _____
DO HEREBY CERTIFY THAT I AM THE OWNER OF THE ABOVE DESCRIBED TRACT OF LAND AND THAT I HAVE HEREBY DEDICATED THE SAME TO THE PUBLIC USE AND PURPOSES OF THE COUNTY OF BERKLEY.

APPROVED BY: _____
DATE: _____

WASATCH COUNTY RECORDER
PAGE 1 OF 1
A.M.033
DEDICATION
PLAT

WASATCH COUNTY FIRE
Approved this _____ day of _____, A.D. 20____
Wasatch County Fire Chief

WASATCH COUNTY WATER
Approved this _____ day of _____, A.D. 20____
Wasatch County Water Revenues

TWIN CREEKS SPECIAL SERVICE DISTRICT
Approved this _____ day of _____, A.D. 20____
Twin Creeks Special Service District

WASATCH COUNTY HEALTH DEPARTMENT
Approved this _____ day of _____, A.D. 20____
Wasatch County Health Department

WASATCH COUNTY WEED BOARD
Approved this _____ day of _____, A.D. 20____
Wasatch County Weed Board

WASATCH COUNTY PUBLIC WORKS
Approved this _____ day of _____, A.D. 20____
Wasatch County Public Works

WASATCH COUNTY PLANNING OFFICE
Approved this _____ day of _____, A.D. 20____
Wasatch County Planning Office

WASATCH COUNTY SURVEYOR
Approved this _____ day of _____, A.D. 20____
Wasatch County Surveyor

WASATCH COUNTY COMMISSION
Approved this _____ day of _____, A.D. 20____
Wasatch County Commission

WASATCH COUNTY ENGINEERING DEPARTMENT
Approved this _____ day of _____, A.D. 20____
Wasatch County Engineering Department

WASATCH COUNTY APPROVAL AS TO FORM
Approved this _____ day of _____, A.D. 20____
Wasatch County Approval as to Form

WASATCH COUNTY MANAGER/CLERK
Approved this _____ day of _____, A.D. 20____
Wasatch County Manager/Clerk

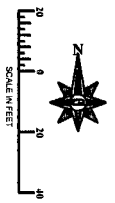
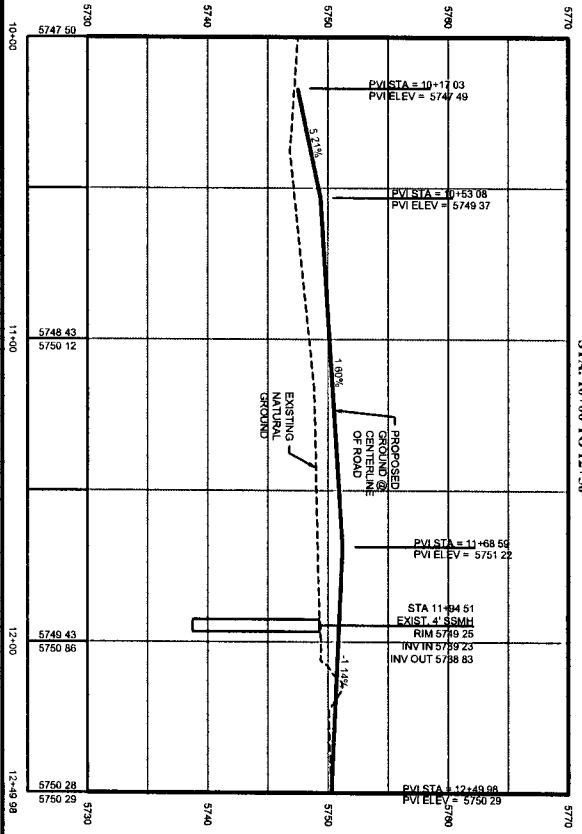
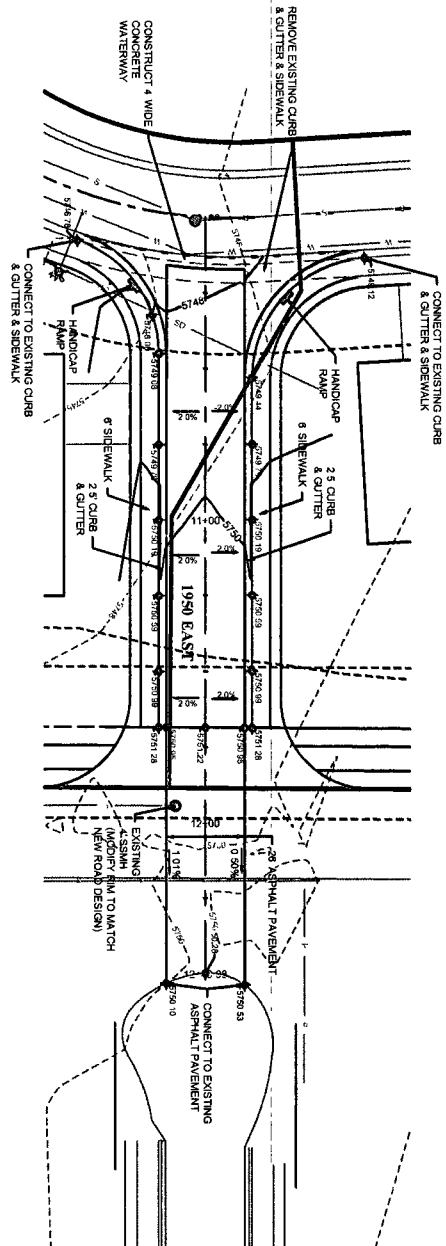
WASATCH COUNTY SHERIFF
Approved this _____ day of _____, A.D. 20____
Wasatch County Sheriff

WASATCH COUNTY FIRE
Approved this _____ day of _____, A.D. 20____
Wasatch County Fire



Ent 421609 Bk 1151 Pg 1928

EXHIBIT F



SCALE
HORIZ. 1" = 20'
VERT. 1" = 5'

<p>C.301</p>	<p>HEBER, UTAH</p>	<p>DATE: FEBRUARY 2015</p>	<p>REVISIONS</p>	<p>CONSULTING ENGINEERS AND SURVEYORS</p> <p>GILSON</p>
		<p>DRAWING NAME: C.301</p> <p>DESIGNED BY: AL</p> <p>CHECKED: APPROVED</p>	<p>SCALE: MEASURES 1" ON FULL SIZE SHEETS ADJUST ACCORDINGLY FOR HALF SIZE SHEETS</p>	

EXHIBIT G

GRANT OF PUBLIC EASEMENT

WHEREAS, THE BEAUFONTAINE HOA, INC., a Utah corporation (hereinafter called the "Grantor") is the owner of the real property located in Wasatch County, State of Utah more particularly described on Exhibit A of the Development Agreement Amendment #1 hereto and incorporated herein by reference ("Grantor's Property"); and

WHEREAS, Grantor desires to grant to WASATCH COUNTY, a political subdivision of the State of Utah (hereinafter called the "County") Grantee, for the use and benefit of the public, an easement over and across certain of Grantor's property as more fully described herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. Grantor does hereby give, grant, sell and convey to Grantee, subject to the terms and conditions hereinafter set forth the following easement:

A perpetual easement in, on, over and through that property described on Exhibit C of the Development Agreement Amendment #1 and made a part hereof ("Easement Area") for ingress and egress for pedestrian and vehicular traffic reasonably necessary to access and make reasonable use of the park, public trails and exercise equipment that are shown on the Phase 3 plat of The Beaufontaine At Spring Lake development. The easement area shall be kept open and unobstructed for the benefit of, and may be used by, the public as licensees.

2. Costs. Upon the completion of the installation of the park, public trails and exercise equipment that are shown on the plat of The Beaufontaine at Spring Lake development (the "Amenities"), the Grantor shall be responsible for the reasonable maintenance and, if necessary, replacement of the Amenities in perpetuity.

3. Grantor's liability. The Grantor shall have no liability for any damage resulting to the public, their heirs or assigns, or any of their agents, servants, invitees or licensees by reason of any act or failure to act on the part of the Grantor in the maintenance and/or operation of the Amenities.

4. No Merger. In no event shall there be a merger of the rights and easements created by this instrument in the fee simple title to the Grantor's Property and any other property, even though such properties are owned at the same time by the same owner, this instrument and the rights and easements granted hereunder shall continue in full force and effect at all times as to each then existing property, including subsequent to a conveyance of any property.

5. No Waiver. No delay or omission of any party in the exercise of any right

accruing under any default of any other party shall impair any such right or be construed to be a waiver thereof. A waiver by any party of a breach or a default of any of the terms and conditions of this Easement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provisions hereof. Except as otherwise herein provided, no remedy provided in this Easement shall be exclusive, but each shall be cumulative with all other remedies herein and at law or in equity and may be exercised at one time or at different times.

6. Limitation of Remedies. It is expressly agreed that no breach of the provisions of this instrument shall entitle any party to cancel, rescind or otherwise terminate this Easement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement.

7. Amendment of Easement. Provisions of this Easement may be abrogated, modified, rescinded, terminated or amended in whole or in part only by a written instrument, in recordable form, executed by the then fee simple owner(s) of the Grantor's Property and the Grantee, and duly recorded in the office of the county recorder of Wasatch County, State of Utah. In no event shall the consent or approval of any tenant, licensee, concessionaire, customer, employee or business invitee be required with respect to any abrogation, modification, rescission, termination or amendment of this Easement.

8. Reservation of Rights by Grantor. Grantor reserves the right, provided the same shall not prevent or interfere with the full use and enjoyment of the rights granted herein by Grantee, to use the land for any and all purposes which will not interfere with Grantee's exercise of the rights granted to the public herein.

9. Indemnity.

(a) Each party hereby indemnifies the other party and agrees to save and hold the other Party harmless from and against all actions, claims, damages, demands, expenses (including without limitation reasonable attorneys' fees), judgments, liens and liabilities in connection with damage, injury or loss to person or property resulting, occurring or arising as a result of the negligence or intentional misconduct in the course of a Party's exercise of the foregoing rights.

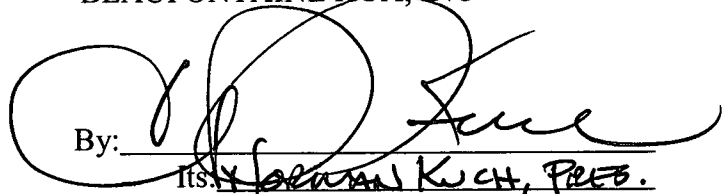
(b) If either Grantor or Grantee ("Damaging Party") shall cause any damages to the other's ("Non-Damaging Party") property and/or improvements thereto as a result of the negligence or intentional misconduct in the course of a Damaging Party's exercise of the rights granted or reserved hereunder, the Damaging Party shall immediately restore same at the Damaging Party's sole cost and expense or reimburse the Non-Damaging Party for the actual cost therefor (disclaiming consequential damages).

10. Running of Benefits. All provisions of this Agreement, including the benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Easement
as of August 5th, 2015.

GRANTOR:

BEAUFONTAINE HOA, INC

By: 
Its: J. J. KUCH, PRES.

GRANTEE:

WASATCH COUNTY, a political
subdivision of the State of Utah

By: _____
Its: _____

EXHIBIT H

PARK MAINTENANCE AGREEMENT

THIS PARK MAINTENANCE AGREEMENT (the "Agreement") is entered into as of this 5th day of August, 2015, by and between THE BEAUFONTAINE HOA, INC., a Utah corporation (hereinafter called "HOA") and WASATCH COUNTY, a political subdivision of the State of Utah (hereinafter called the "County"). HOA and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, *et seq.*, and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. HOA has a legal interest in certain real property consisting of approximately 76 acres located in the unincorporated portion of the County, as described in Exhibit "A" of the Development Agreement Amendment #1 and incorporated herein by reference.
- C. The Parties desire to set forth their agreements under which the County shall accept a dedication of the park, public trails and exercise equipment (collectively "the Amenities") within the BEAUFONTAINE AT SPRING LAKE DEVELOPMENT (the "Development").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Upon the completion of the installation of the park, public trails and exercise equipment that are shown on the plat of The Beaufontaine At Spring Lake development, the HOA shall be responsible for the reasonable maintenance and, if necessary, replacement of the Amenities in perpetuity.
2. If any party to this Agreement brings a lawsuit, arbitration, or administrative action to enforce or interpret any of the provisions hereof or to enforce any right arising out of breach thereof, any party against whom judgment or relief is awarded will be liable for all costs and expenses including a reasonable attorneys' fee incurred in the preparation, prosecution or appeal of such litigation, arbitration or administrative action.

3, To the extent permitted by law, this Agreement will be construed in accordance with and governed by the laws of the State of Utah.

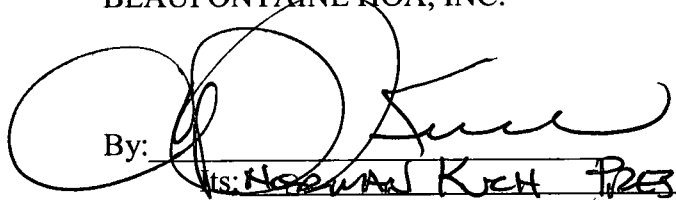
4. The parties agree to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

5. Except as otherwise specified herein, this Agreement will inure to the benefit of and be binding upon the heirs, successors, assigns and legal representatives of the parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment the day and year first above written.

DATED this 5th day of August, 2015.

BEAUFONTAINE HOA, INC.

By: 
Its: NORMAN KOCH PRES.

DATED this 5th day of August, 2015.

WASATCH COUNTY

By: _____
Its: _____

SILVERADO

BUILDING COMPANY

1510 E 840 N #201
OREM, UT 84097

Ent 421609 Bk 1151 Pg 1934

July 30, 2015

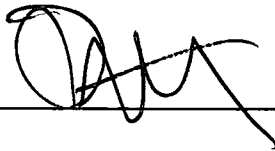
Beaufontaine HOA

To Whom It May Concern:

Let this letter serve as a binding agreement between the Beaufontaine HOA and Silverado Partners or assigns, that after the Landscape improvements are done in Phases 3-8, Silverado or assigns will be responsible financially for all maintenance and upkeep of said landscaping for 2 years or 15 homes have been sold in Phases 3-8, or whichever comes first.

The 2-year time will start when the HOA has accepted the improvements in writing. This maintenance and upkeep agreement will be for the common landscape elements around Phases 3-8 and also the common park, which is currently on the North end of Phase 3. This agreement does not include anything in Phases 1, 2 and 9.

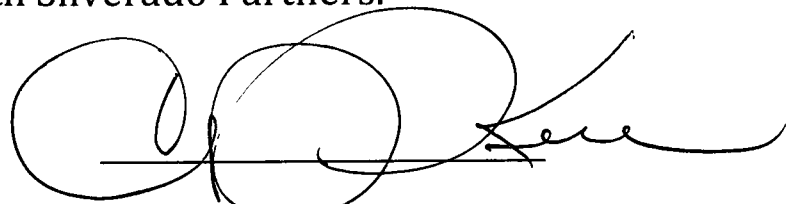
This agreement shall be binding on any party that assumes, buys from, or partners with Silverado Partners.



David Hunter

Silverado Partners LLC

SILVERADO
BUILDING COMPANY



Norm Kuch

President, Beaufontaine HOA

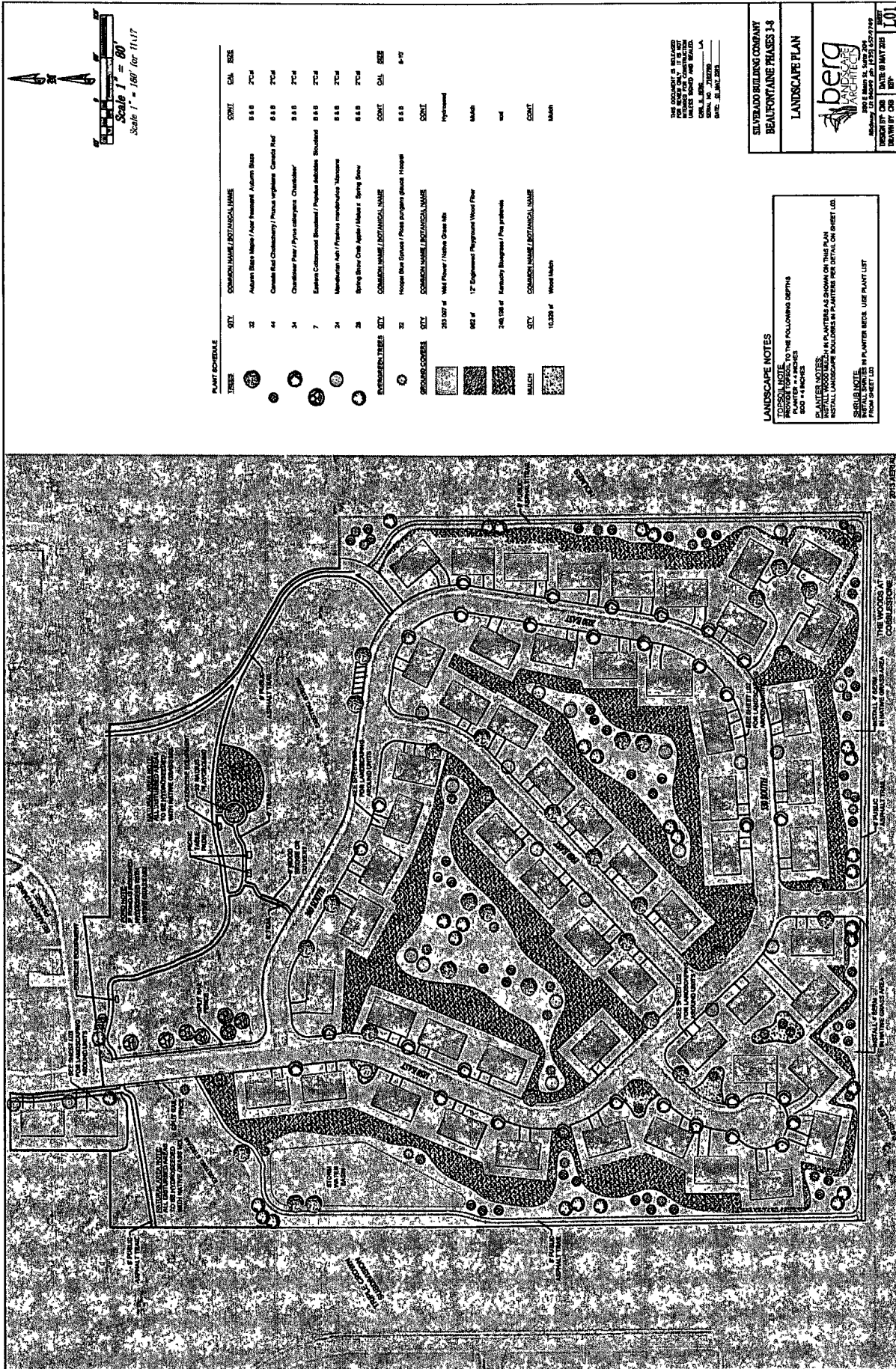
WWW.SILVERADOB.COM
801-310-5378

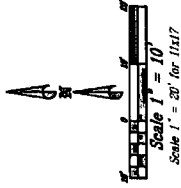
Beaufontaine Bonus Density

75.92 Acres	BONUS DENSITY ITEM	FULLFILLMENT	From Base Density of 75.92 Acres			
			Staff Report 5/12/2011	Staff Report 5/12/2011	Council	ERU's
			% Possible	Staff %	Approved %	ERU's
	Extraordinary Improvements	30" Dedication of 6th South	0-5	5		3.79
	Public Trails	External Public Trails	0-5	5		3.79
	Additional Open Space Public Use	2 Stretch Areas/Equipment	0-5	2		1.51
	Improving Open Space	Park	0-15	10		7.59
	Dedication Land/Civic Site	Cash in lieu (\$500/unit at building permit)	0-15	6		4.55
	Use of LEED or comparables*	Energy Star certification	0-5	3		2.27
		Totals	50	31		23.5
	TOTAL ERU'S					100
						36
						104

* Use of LEED or Energy Star is required to obtain 104 Units. IF LEED or Energy Star is not obtained on all units the maximum density is 102.

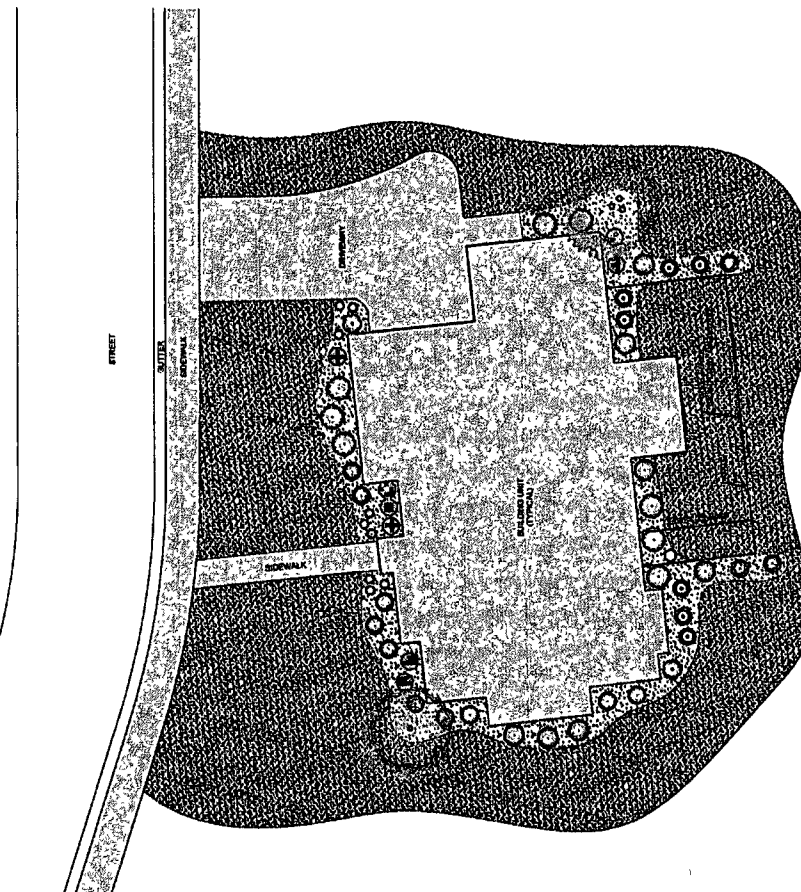
EXHIBIT J - 9 Pages





PLANT SCHEDULE

QTY	COMMON NAME / BOTANICAL NAME	CONT.	CAL.
1	Common Name / Botanical Name	8.6.6	2'04
1	Common Name / Botanical Name	8.6.6	2'04
3	Common Name / Botanical Name	6 gal	
3	Common Name / Botanical Name	5 gal	
5	Common Name / Botanical Name	6 gal	
4	Common Name / Botanical Name	5 gal	
7	Common Name / Botanical Name	6 gal	
2	Common Name / Botanical Name	5 gal	
1	Common Name / Botanical Name	6 gal	
8	Common Name / Botanical Name	5 gal	
7	Common Name / Botanical Name	1 gal	
1	Common Name / Botanical Name	1 gal	
9	Common Name / Botanical Name	1 gal	
1,310 sq	Common Name / Botanical Name	CONT.	SPACING
1,310 sq	Common Name / Botanical Name	CONT.	SPACING
1,310 sq	Common Name / Botanical Name	CONT.	SPACING



LANDSCAPE NOTES

1. DIMENSIONS TO FOLLOWING DEPTHS

2. WOOD MULCH NOTE

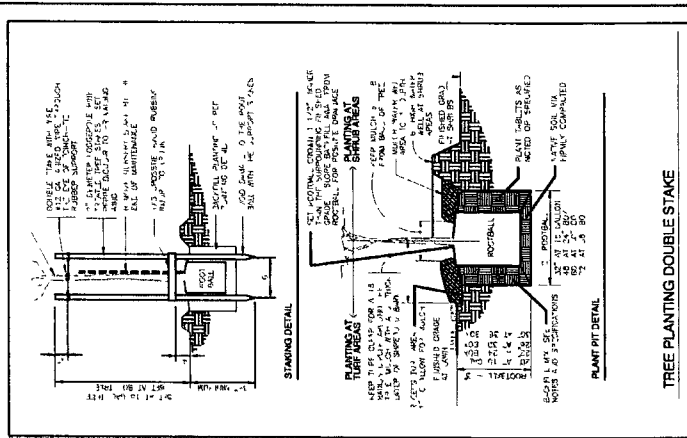
3. METAL WOOD MULCH PLANTERS AS SHOWN ON THIS PLAN

SILVERADO BUILDING COMPANY
 BEAUFONTAINE PHASES 3-5
 TYPICAL BUILDING UNIT
 OPTION B

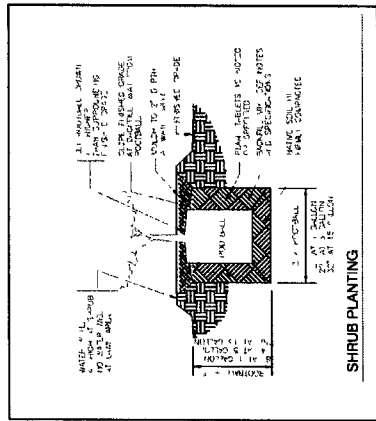
BERG ARCHITECTS
 100 E. Main St., Suite 204
 Beaumont, TX 77705
 PHONE: 409.333.1111
 FAX: 409.333.1112
 WWW: WWW.BERGARCHITECTS.COM

THIS DOCUMENT IS RELATED
 TO THE PROJECT AND IS NOT
 TO BE USED FOR ANY OTHER
 PROJECTS WITHOUT THE
 WRITTEN CONSENT OF BERG
 ARCHITECTS.

DATE: 01.10.2010
 DRAWN BY: CDB
 CHECKED BY: CDB



TREE PLANTING DOUBLE STAKE

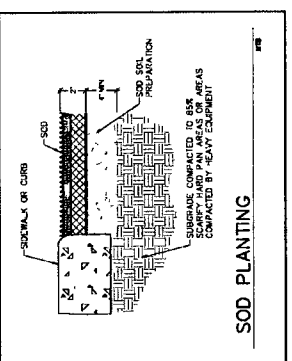


SHRUB PLANTING

PLANT LIST

- GENERAL PLANTING NOTES:**
- LANDSCAPE SHALL BE INSTALLED AS SHOWN EXCEPT FOR CHANGES NOTED ON THE DRAWINGS. ALL LANDSCAPE MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

- PLANT LIST**
- TREES - COMMON NAME / BOTANICAL NAME**
- Autumn Purple Ash / *Fraxinus americana*
 - Bur Oak / *Quercus macrocarpa*
 - Central Royal Magnolia / *Magnolia grandiflora*
 - Cherokee Pear / *Pyrus calleryana*
 - Green Ash / *Fraxinus pennsylvanica*
 - Labelled Linden / *Tilia cordata*
 - London Plane / *Platanus sphenoloba*
 - Manchurian Ash / *Fraxinus mandshurica*
 - Quaking Aspen / *Populus tremuloides*
 - Redstart / *Empidonax traillii*
 - Spring Snow Crab Apple / *Malus x Spring Snow*
 - Sweet Birch / *Betula nigra*
 - White Birch / *Betula papyrifera*
- EVERGREEN TREES - COMMON NAME / BOTANICAL NAME**
- Blue Spruce / *Picea canadensis*
 - Colorado Spruce / *Picea colorata*
 - Eastern White Pine / *Pinus strobus*
 - Japanese Cedar / *Juniperus horizontalis*
 - Norfolk Island Spruce / *Podocarpus nelsonii*
 - Red Spruce / *Picea mariana*
 - White Pine / *Pinus strobus*
- SHRUBS - COMMON NAME / BOTANICAL NAME**
- Abies Fir / *Abies balsamea*
 - Compact Burning Bush / *Euonymus alatus*
 - Crabapple / *Malus domestica*
 - Dwarf Nandina / *Nandina domestica*
 - Green Mound / *Thuja occidentalis*
 - Japanese Spirea / *Spiraea japonica*
 - Red Twig Dogwood / *Cornus sericea*
 - Shrub Camellia / *Camellia sasanqua*
 - Tarberry / *Lythrum hyssopus*
- PERENNIALS - COMMON NAME / BOTANICAL NAME**
- Autumn Joy / *Sedum spectabile*
 - Black-eyed Susan / *Rudbeckia hirta*
 - Chrysanthemum / *Chrysanthemum morifolium*
 - Coreopsis / *Coreopsis grandiflora*
 - Daylily / *Hosta x Royal Standard*
 - Hosta / *Hosta x Royal Standard*
 - Purple Coneflower / *Echinacea purpurea*
 - Shasta Daisy / *Lactucastrum x shastense*
 - Silver Mound / *Artemisia schottoana*
 - Solidago / *Solidago canadensis*
 - Summer Pinks / *Hebe x Summer Pinks*
 - Summer Snowflake / *Hebe x Summer Snowflake*
- ROSES - COMMON NAME / BOTANICAL NAME**
- Autumn Rose / *Rosa x Autumn Rose*
 - Blaze of Glory / *Rosa x Blaze of Glory*
 - Caroline's Rose / *Rosa x Caroline's Rose*
 - Double Red Rose / *Rosa x Double Red Rose*
 - Double Yellow Rose / *Rosa x Double Yellow Rose*
 - Golden Rose / *Rosa x Golden Rose*
 - Grand Old Duke of York / *Rosa x Grand Old Duke of York*
 - Madame Butterfly / *Rosa x Madame Butterfly*
 - Peace / *Rosa x Peace*
 - Queen Elizabeth II / *Rosa x Queen Elizabeth II*
 - Shirley Hoopes / *Rosa x Shirley Hoopes*
 - White Rose of York / *Rosa x White Rose of York*

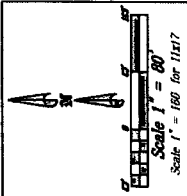


SOD PLANTING

SILVERADO BUILDING COMPANY
BEAUFORTAINE PHASES 1-4
LANDSCAPE DETAILS
berg
300 E Main St, Suite 204
Denver, CO 80202
PHONE: 303.733.1111
FAX: 303.733.1112
WWW.BERGARCHITECT.COM

NOTED: THIS DOCUMENT IS THE PROPERTY OF SILVERADO BUILDING COMPANY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SILVERADO BUILDING COMPANY IS STRICTLY PROHIBITED.
DATE: 01.31.2023
DRAWN BY: ONE
CHECKED BY: ONE
SCALE: 1/4" = 1'-0"

103



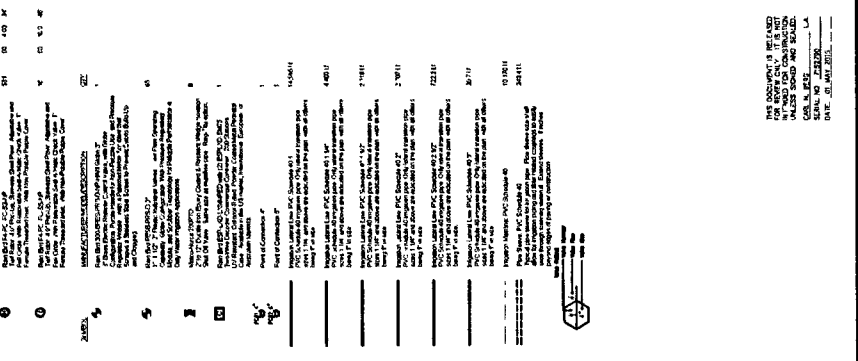
IRRIGATION CALCULATIONS
 IRRIGATION AREA
 TOTAL IRRIGATION AREA 1,111,111
 IRRIGATION PERIOD 100
 IRRIGATION RATE 1.111
 IRRIGATION VOLUME 111,111
 IRRIGATION RATE PER ACRE 1.111
 IRRIGATION PERIOD 100
 IRRIGATION RATE 1.111
 IRRIGATION VOLUME 111,111
 IRRIGATION RATE PER ACRE 1.111

TYPICAL ANNUAL IRRIGATION WATER USE FOR IRRIGATION CROPS
 IRRIGATION PERIOD 100
 IRRIGATION RATE 1.111
 IRRIGATION VOLUME 111,111
 IRRIGATION RATE PER ACRE 1.111

TYPICAL ANNUAL IRRIGATION WATER USE FOR IRRIGATION CROPS
 IRRIGATION PERIOD 100
 IRRIGATION RATE 1.111
 IRRIGATION VOLUME 111,111
 IRRIGATION RATE PER ACRE 1.111

IRRIGATION SCHEDULE

DATE	TIME	AREA	FLOW	PISTON
11/17/17	08:00	100	1.111	100
11/17/17	09:00	200	2.222	200
11/17/17	10:00	300	3.333	300
11/17/17	11:00	400	4.444	400
11/17/17	12:00	500	5.555	500
11/17/17	13:00	600	6.666	600
11/17/17	14:00	700	7.777	700
11/17/17	15:00	800	8.888	800
11/17/17	16:00	900	9.999	900
11/17/17	17:00	1000	11.111	1000

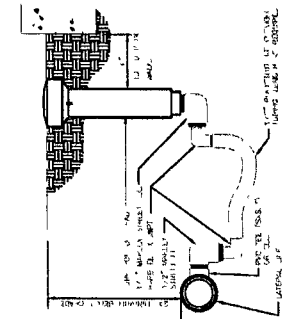


ST. VELOD BUILDING COMPANY
 BEAUFORTAINE PHASES 3-4
 IRRIGATION MAINLINE PLAN

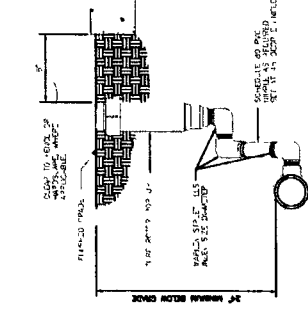
alberg
 ARCHITECTS
 100 S. BROAD ST., SUITE 200
 DENVER, CO 80202
 DATE: MAY 2005
 DRAWN BY: CDB
 CHECKED BY: CDB

THIS DOCUMENT IS BELONGED
 BY THE CLIENT AND IS NOT TO BE
 REPRODUCED OR TRANSMITTED IN
 ANY FORM OR BY ANY MEANS
 WITHOUT THE WRITTEN PERMISSION
 OF THE ARCHITECT.

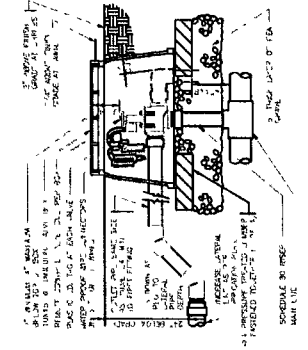
104



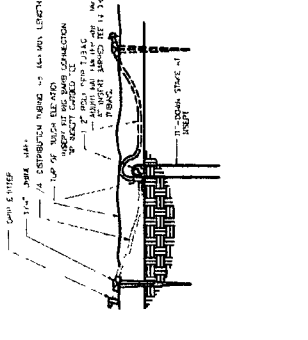
1 TURF SPRAY FLEX ASSEMBLY
1 1/2" x 1'-0"



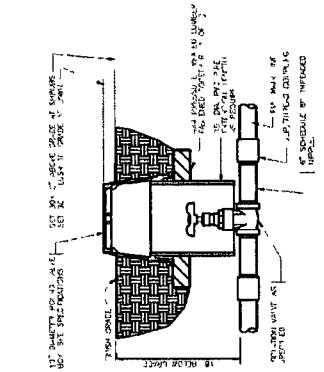
2 TURN ROTOR MARLEY ASSEMBLY
3" x 1'-0"



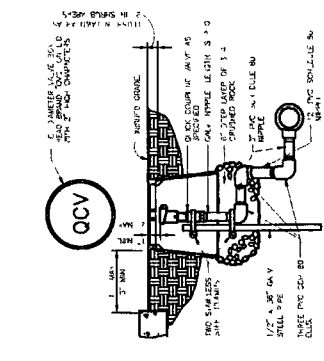
3 ELECTRIC REMOTE CONTROL VALVE
1 1/2" x 1'-0"



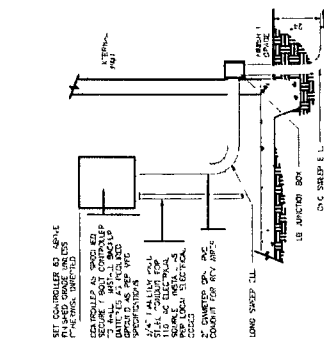
4 DRIP EMITTER AT 1/4" TUBING
3" x 1'-0"



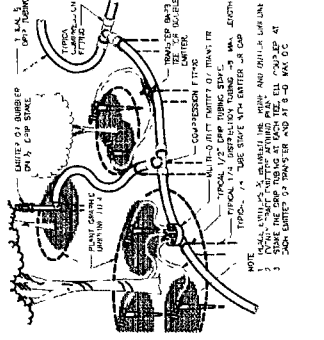
5 BRASS ISOLATION VALVE
1 1/2" x 1'-0"



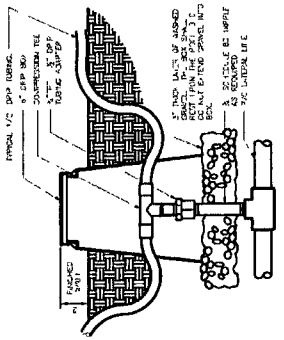
6 QUICK COUPLING VALVE IN BOX
1 1/2" x 1'-0"



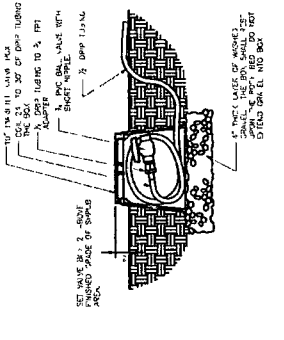
7 INTERIOR WALL MOUNT CONTROLLER
3" x 1'-0"



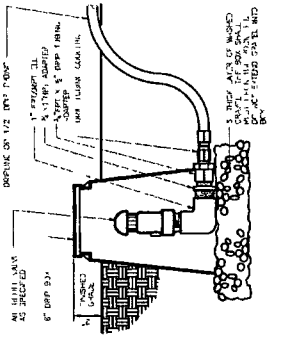
8 TYPICAL DRIP TUBING
1 1/2" x 1'-0"



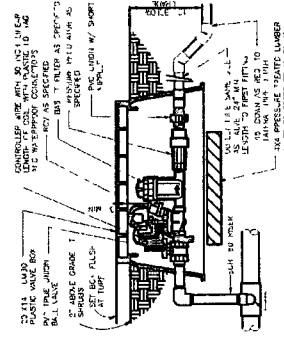
9 ZONE CONTROL
3" x 1'-0"



10 DRIP FLUSH VALVE
1 1/2" x 1'-0"



11 DRIP AIR RELIEF VALVE IN BOX
3" x 1'-0"



12 1" DRIP VALVE W/BASKET FILTER
1 1/2" x 1'-0"

THE COMPANY IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THIS SYSTEM UNLESS THE CONTRACTOR HAS BEEN ADVISED AND ADVISED IN WRITING BY THE COMPANY.

SILVERADO BUILDING COMPANY
BEAUFORTAINE PHASES 2-3
IRRIGATION DETAILS
SUBSET 1

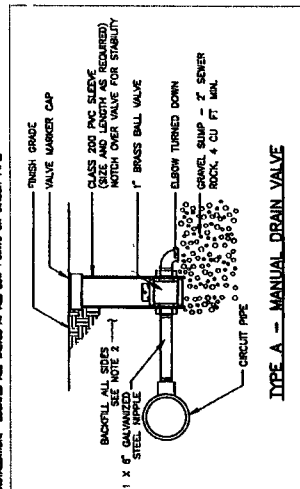
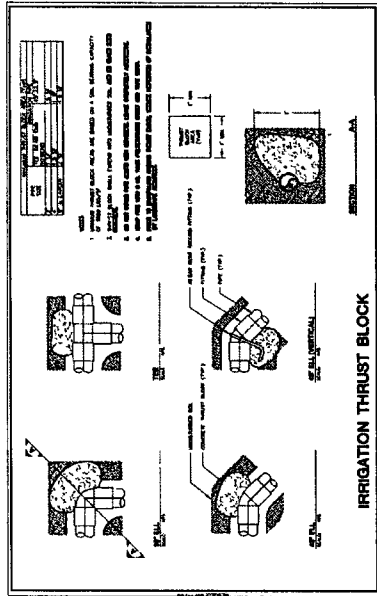


DESIGNED BY ONE
DRAWN BY ONE
CHECKED BY ONE
DATE: 11/15/2011
SHEET: 105

GENERAL IRRIGATION NOTES:

1. THE DRAWING IS TO BE CONSIDERED SUPPLEMENTARY TO THE SPECIFICATIONS AND SHALL BE SUBJECT TO ANY AMENDMENTS MADE BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED PRIOR TO INSTALLATION.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVALENT CODES AND REGULATIONS. ALTHOUGH THE DRAWING HAS BEEN EXERCISED IN ACCORDANCE WITH THE PREVALENT CODES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE COORDINATED WITH THAT OF OTHER TRADES. IN ORDER TO AVOID CONFLICTS, THE INSTALLATION SHALL BE COORDINATED WITH ALL NECESSARY TRADES AND WITH THE ACTUAL REQUIREMENTS, SOIL TYPES AND PLANT LOCATIONS.
4. ALL MATERIALS AND LABOR REQUIRED TO PROVIDE A COMPLETE OPERATIONAL AND FULLY GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED PRIOR TO INSTALLATION.
5. UNLESS SPECIFICALLY STATED IN THE CONTRACT, ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVED AND APPROVED PRIOR TO INSTALLATION. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVED AND APPROVED PRIOR TO INSTALLATION.
6. CONTROL VALVES SHALL BE ROUTED WITH THE MAINLINE WHERE POSSIBLE.
7. ALL WORK SHALL BE OF THE HIGHEST TYPE AND THE BEST MATERIALS AVAILABLE AND SHALL BE INSTALLED IN THE PRESCRIBED MANNER, PLUMB AND WITH THE PROPER HESITANT WITH RESPECT TO GRADE AND PLANT HEIGHT. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE PRESCRIBED MANNER AND WITH THE PROPER HESITANT WITH RESPECT TO GRADE AND PLANT HEIGHT. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE PRESCRIBED MANNER AND WITH THE PROPER HESITANT WITH RESPECT TO GRADE AND PLANT HEIGHT.
8. EACH CONTROLLER SHALL REQUIRE A STANDARD 120VAC POWER FEED, WHICH SHALL BE COORDINATED AND ROUNDED UP BY THE INSTALLER OR HIS DESIGNATED ELECTRICIAN. A THREE-PHASE POWER FEED SHALL BE PROVIDED BY THE POWER FEED AND A DESIGNATED ELECTRICIAN. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE PRESCRIBED MANNER AND WITH THE PROPER HESITANT WITH RESPECT TO GRADE AND PLANT HEIGHT.
9. THREAT BLOCKS ARE REQUIRED ON ALL CHANGES IN DIRECTION FOR PIPES AND LINES.
10. LATERAL LINES SHALL BE NO SMALLER THAN 3/4" PIPES SHALL CARRY NO MORE THAN THE FOLLOWING:

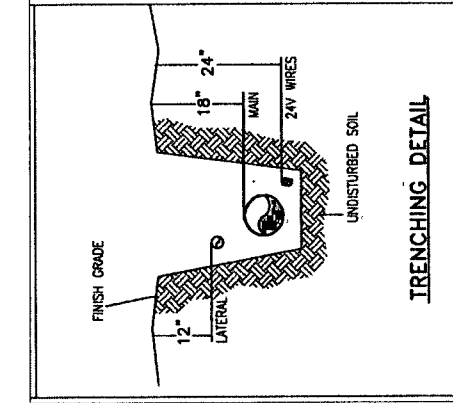
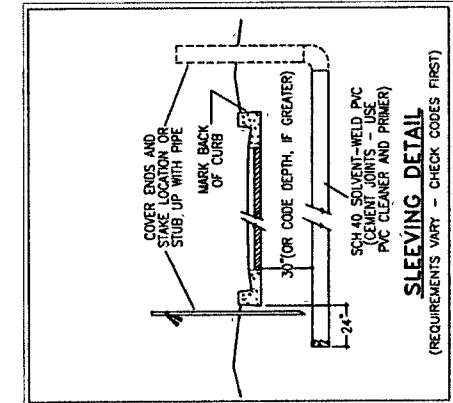
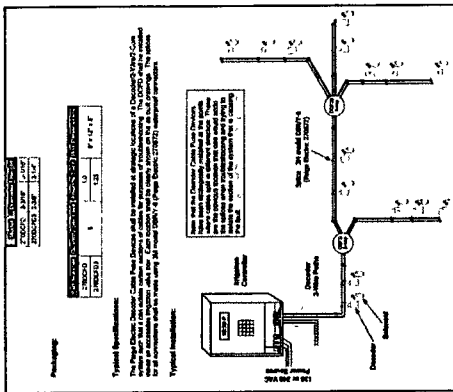
2" PIPE MAX.	5000'
1 1/2" PIPE MAX.	1000'
1" PIPE MAX.	500'
3/4" PIPE MAX.	250'
2" PIPE MAX.	5000'
1 1/2" PIPE MAX.	1000'
1" PIPE MAX.	500'
3/4" PIPE MAX.	250'
11. METALL MANHOLES SHALL BE AT ALL JOINTS ON THE MANHOLE PIPE WITH ABSOLUTELY ZERO BUMPS.
12. THE INSTALLER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED PRIOR TO INSTALLATION.
13. PROVIDE A REPRODUCIBLE IRRIGATION PLAN TO ARCHITECT AND OWNER SHOWING ALL PIPE HEADS, VALVES, DRAINS, GLOUSE, ETC. AFTER CONSTRUCTION. PROVIDE INSTRUCTIONS TO MAINTENANCE PERSONNEL FOR MAINTENANCE.



Prague spec Irrigation

Prague spec Irrigation is a leader in the design and manufacture of irrigation systems. Our products are designed to provide reliable, long-lasting performance in a wide range of applications. We offer a complete line of products, including controllers, valves, and pipe, to meet the needs of any irrigation system.

Prague spec Irrigation is a leader in the design and manufacture of irrigation systems. Our products are designed to provide reliable, long-lasting performance in a wide range of applications. We offer a complete line of products, including controllers, valves, and pipe, to meet the needs of any irrigation system.



THE COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED PRIOR TO INSTALLATION.

SILVEADO BUILDING COMPANY
BEAUFORTAINE PHASES 3-4

IRRIGATION DETAILS
SHEET 2

berg ARCHITECTS

300 S. Main St., Suite 200
Los Angeles, CA 90012
Tel: 213.622.1234
Fax: 213.622.1235

DESIGNED BY: DATE: 10/15/2017
DRAWN BY: DATE: 10/15/2017

Estimate



Date	Estimate #
3/3/2015	491

Name / Address
Beaufontaine HOA phases 3-9 Common Areas

Property Location/Job Name

Rep
Mike

Description	Qty	Cost	Total
Deliver and install (172) 2" caliper trees.	1	56,760.00	56,760.00
Deliver and install (38) evergreens, 8'-10'.	1	15,200.00	15,200.00
Deliver and install native grass mix (277,092 sq ft)	1	41,563.00	41,563.00
Deliver and install (4) rolls of weed matte.	1	3,100.00	3,100.00
Deliver and install (120) yards of chocolate mulch.	1	6,600.00	6,600.00
Deliver and install topsoil on location	1	39,000.00	39,000.00
Install irrigation	1	75,000.00	75,000.00
mobilization charge	1	1,000.00	1,000.00
disposal charge	1	1,000.00	1,000.00
Sales tax on materials	1	8,365.00	8,365.00
Sales Tax		6.25%	0.00
Thank you for your business.		Total	\$247,588.00

Customer Signature _____



Date	Estimate #
4/20/2015	514

Name / Address
Phases 3-9 Beaufontaine HOA

Property Location/Job Name

Rep

Description	Qty	Cost	Total
install main irrigation line PVC schedule 40, (7,076 linear ft.)	1	38,918.00	38,918.00
Sales Tax		6.25%	0.00
Thank you for choosing Country Gardens & Nursery		Total	\$38,918.00

Customer Signature _____

EXHIBIT K - 6 Pages

Ent 421609 Bk 1151 Pg 1945

WHEN RECORDED, RETURN TO:
Beaufontaine, HOA, Inc.
8138 South State ##
Midvale, Utah 84047

Ent 364546 Bk 1025 Pg 1005-1008
Date: 17-NOV-2010 12:30:15PM
Fee: \$27.00 Check Filed By: LLC
ELIZABETH PALMER, Recorder
WASATCH COUNTY CORPORATION
For: MICHAEL A OLSEN

**NOTICE OF PAYMENT OBLIGATION FOR
AFFORDABLE HOUSING**

Please take notice that pursuant to an agreement between the Wasatch County Housing Authority and the undersigned, Proficio Bank, that upon the conveyance of fee simple title to any of the lots of the Beaufontaine at Spring Lake development, as are more particularly described below, the sum of \$3,000.00 shall be paid to the Wasatch County Housing Authority until a total of \$267,250.00, without interest, is paid, at which time this Notice of Payment Obligation will be released and satisfied.

For purposes of this Notice of Payment Obligation, the term "conveyance of fee simple title" shall mean the conveyance of title to an individual(s) or entity for the purpose of constructing a housing unit on the lot and shall not include the bulk sale of all or substantially all of the undersigned's lots in the development to a single buyer.

This obligation shall not be construed to grant rights of possession or foreclosure to Wasatch County or to the Wasatch County Housing Authority. As sole remedy for non-payment, Wasatch County is hereby granted the right to refuse to issue a building permit for the construction of a dwelling on any lot for which payment is not made hereunder. No rights hereunder are transferrable.

EXHIBIT A

(Legal Description)

Real property in the City of Heber City, County of Wasatch, State of Utah, described as follows

PARCEL 1:

UNIT 16, BEAUFONTAINE AT SPRING LAKE PHASE 1, PUD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

PARCEL 2:

UNIT 17, BEAUFONTAINE AT SPRING LAKE PHASE 1, PUD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

PARCEL 3:

UNIT 18, BEAUFONTAINE AT SPRING LAKE PHASE 1, PUD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

Tax Parcel Nos. OBV-1016, OBV-1017 and OBV-1018, respectively.

(Legal Description)

PARCEL 4:

(PROPOSED BEAUFONTAINE AT SPRING LAKE PHASE 2, PUD)
 COMMENCING AT A POINT LOCATED NORTH 89°48'22" EAST ALONG THE SECTION LINE 955.65 FEET AND SOUTH 1207.44 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 392.77 FEET; THENCE SOUTH 00°00'59" EAST 469.12 FEET; THENCE SOUTH 00°20'15" EAST 991.37 FEET; THENCE NORTH 89°27'34" WEST 1324.24 FEET; THENCE NORTH 00°35'29" WEST 798.96 FEET; THENCE NORTH 00°19'15" WEST 648.48 FEET; THENCE EAST 143.63 FEET; THENCE NORTH 186.67 FEET; THENCE EAST 106.71 FEET; THENCE SOUTH 04°24'07" WEST 21.90 FEET; THENCE SOUTHERLY 44.34 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°54'59" (CHORD BEARS: SOUTH 01°03'22" EAST 33.29 FEET); THENCE SOUTH 06°30'52" EAST 120.12 FEET; THENCE NORTH 83°29'08" EAST 319.66 FEET; THENCE SOUTH 48.47 FEET; THENCE NORTH 89°54'38" EAST 356.87 FEET TO THE POINT OF BEGINNING.

(NOTE: SAID PROPOSED PHASE 2 PURPORTS TO CONTAIN 56 UNITS AS SHOWN ON THAT CERTAIN PRELIMINARY BEAUFONTAINE AT SPRING LAKE PHASE 2 PLAT MAP, DATED AUGUST 1, 2006, PREPARED BY BULLOCK BROTHERS ENGINEERING, INC. SAID PLAT HAS NOT BEEN SUBMITTED FOR FINAL REVIEW OR RECORDATION.)

PARCEL 5:

(PROPOSED BEAUFONTAINE AT SPRING LAKE PHASE 3, PUD)
 COMMENCING AT A POINT LOCATED NORTH 89°48'22" EAST ALONG THE SECTION LINE 1177 FEET AND SOUTH 16.99 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 00°18'44" EAST 243.85 FEET; THENCE SOUTH 45°00'00" EAST 76.25 FEET; THENCE 32.34 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°14'08" (CHORD BEARS: SOUTH 66°55'54" WEST 32.31 FEET); THENCE SOUTH 27°11'10" EAST 50.00 FEET; THENCE SOUTH 62°48'50" WEST 105.70 FEET; THENCE WESTERLY 67.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°37'43" (CHORD BEARS: SOUTH 73°07'42" WEST 62.67 FEET); THENCE SOUTH 146.21 FEET; THENCE SOUTH 89°33'50" WEST 574.67 FEET; THENCE NORTH 02°42'20" EAST 365.54 FEET; THENCE SOUTH 89°21'11" EAST 216.80 FEET; THENCE NORTH 00°09'11" WEST 7.05 FEET; THENCE NORTH 89°49'29" EAST 392.54 FEET; THENCE NORTH 00°23'04" WEST 204.10 FEET; THENCE SOUTH 89°56'12" EAST 55.03 FEET TO THE POINT OF BEGINNING.

(NOTE: SAID PROPOSED PHASE 3 PURPORTS TO CONTAIN 10 UNITS AS SHOWN ON THAT CERTAIN PRELIMINARY BEAUFONTAINE AT SPRING LAKE PHASE 3 PLAT MAP, DATED AUGUST 1, 2006, PREPARED BY BULLOCK BROTHERS ENGINEERING, INC. SAID PLAT HAS NOT BEEN SUBMITTED FOR FINAL REVIEW OR RECORDATION.)

PARCEL 6:

UNITS 12 THROUGH 14, UNITS 28 THROUGH 30 AND UNIT 53,
 BEAUFONTAINE AT SPRING LAKE PHASE 1, PUD, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

Tax Parcel No. OWC-1456-1, OWC-1546-2, OBV-1012, OBV-1013, OBV-1014, OBV-1028, OBV-1029, OBV-1030 and OBV-1033

Note: All properties described above were assessed under Tax Parcel No. OWC-1456-1 during the year 2006.



Heber Valley Chamber
Jennifer Kohler
P.O. Box 427
Heber City, Utah 84032
435.654.3666 Tel
435.654.3667 Fax

March 22, 2006

Dear Jennifer,

This is a follow up letter from our conversation on Monday, March 20, regarding our Beaufontaine development on the east side of Heber City.

As you requested, I am sending you a proposal for the payment terms of the \$267,250 fee-in-lieu affordable housing payment relating to the Beaufontaine. Following your advice, my proposal is as follows:

\$240,000	\$3,000 per unit payment upon closing units 1-80
\$27,250	Balance paid upon recordation of Phase II

Although you shared a willingness to allow us to spread the payments out over the build-out of the development, you should know that we are aggressively marketing the Beaufontaine and expect the majority of the units to be completed by the end of next year.

Thank you for your help. Please let me know if you have any questions or concerns. I can be reached at 801-824-7118. We hope to have the first phase recorded in the next week or so, and we'll need your feedback (and a letter) to accomplish this. Thanks again!

Sincerely,

Matt Greene

Wasatch County Housing Authority



June 6, 2006

Ent 306060 Bk 0110 Pg 0023

Doug Smith
Wasatch County Planning
184 South Main Street
Heber City, UT 84032

Re: Affordable Housing Plan - Beaufontaine at Spring Lake

Dear Doug,

On behalf of the Wasatch County Housing Authority, it is my pleasure to inform you that an Affordable Housing Agreement has been made for the Beaufontaine at Spring Lake development, represented by Matt Greene of First Choice Communities Development Group. The development is currently planned with 99 ERUs total. The option chosen by the developer is a series of fee-in-lieu payments as described below:

Total Fee In-Lieu Payments	10 ERUs x \$26,725 = \$267,250
	\$3,000 Received per ERU at time of Lot Closing, Lots 1 - 80
	\$27,250 at Recordation of Phase II

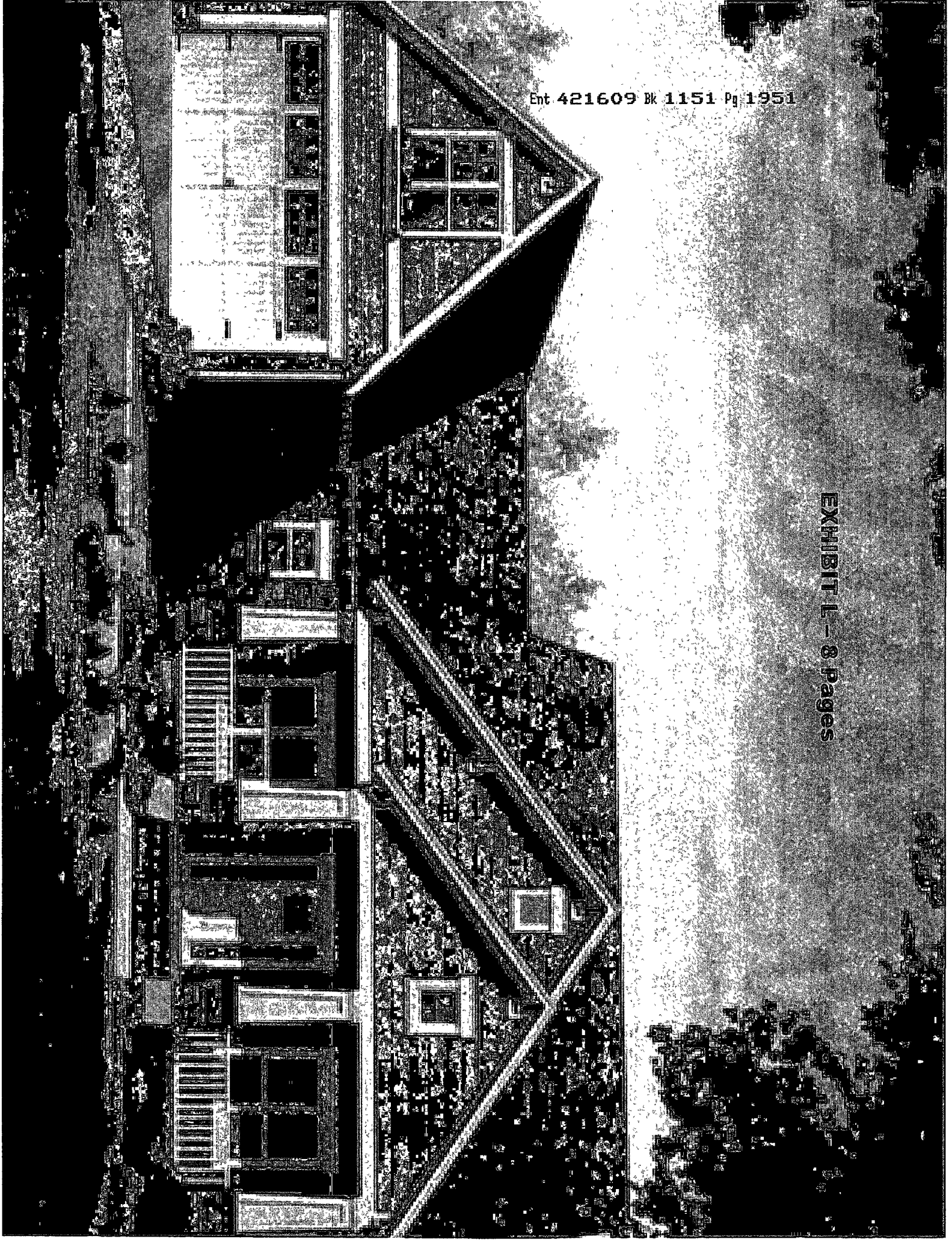
First Choice Communities Development Group - Triple Crown Estates has also agreed to record appropriate Liens on each lot to ensure the payment upon closing. This arrangement is acceptable to the Wasatch County Housing Authority, with proof of recorded Liens and receipt of the initial payment.

If you require any additional information, please contact me at 435-654-3666. Thank you for your patience and cooperation in this matter.

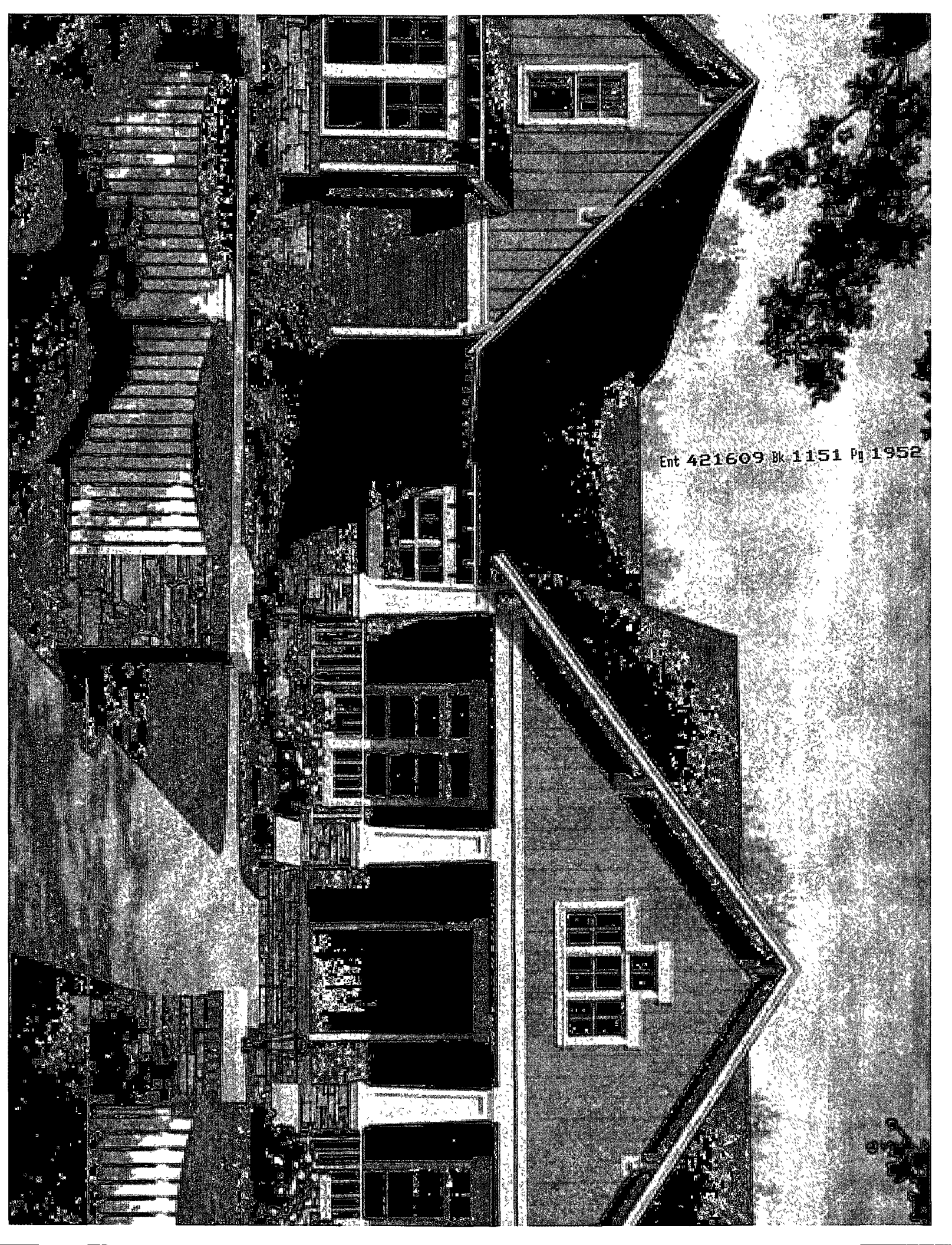
Sincerely,

Jennifer Kohler
Jennifer Kohler
Acting Director

EXHIBIT L - 8 Pages



Ent 421609 Bk 1151 Pg 1952





BEAUFONTAINE PHASE 1&2
CORONADO STONE
VILLA STONE-TUSCAN

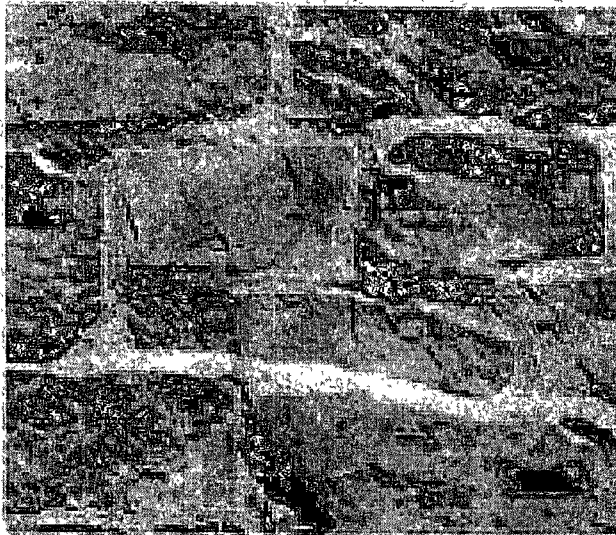
Ent 421609 Bk 1151 Pg 1954



ROMANO



PRARIE MOSS

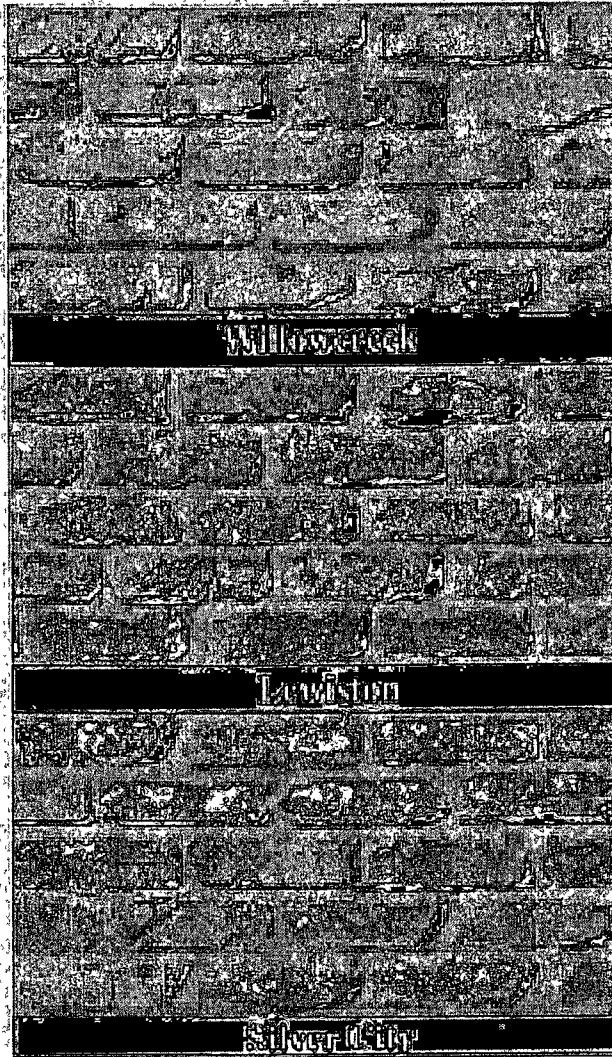


DAKOTA BROWN

BEAUFONTAINE PHASE 1 & 2

INTERSTATE BRICK

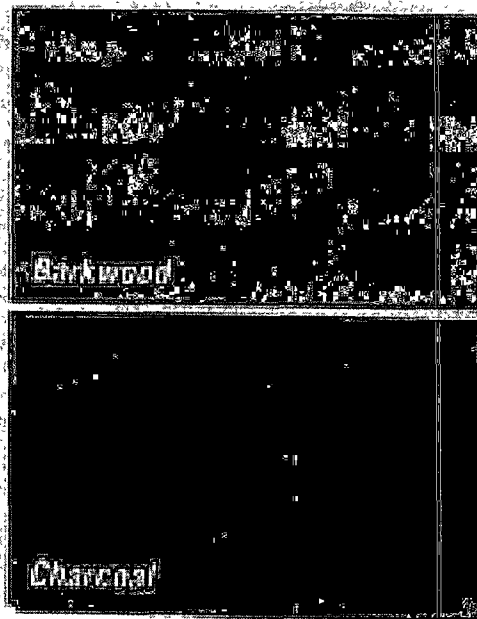
PIONEER SERIES



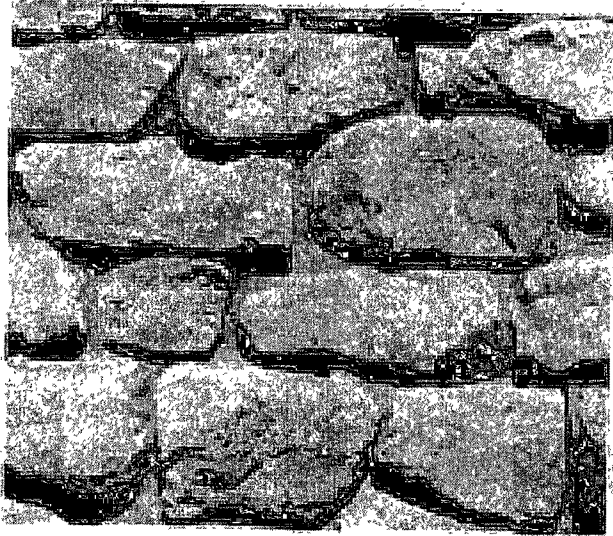
BEAUFONTAINE PHASE 1 & 2
ROOFING MATERIALS

Ent 421609 Bk 1151 Pg 1956

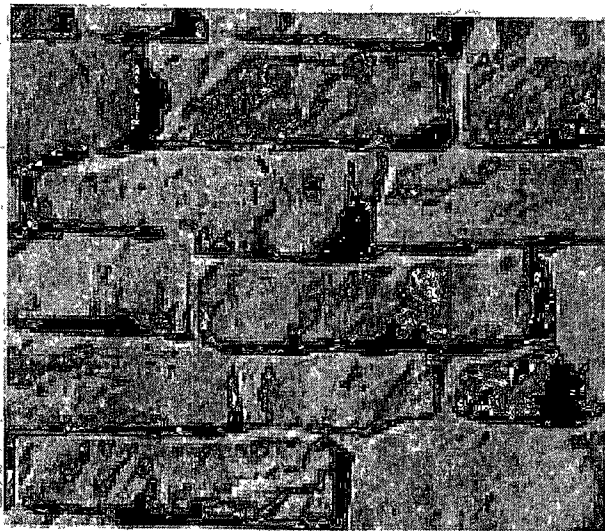
TIMBERLINE HD



BEAUFONTAINE PHASE 1 & 2
CORONADO STONE
VILLA STONE - FRENCH COUNTRY

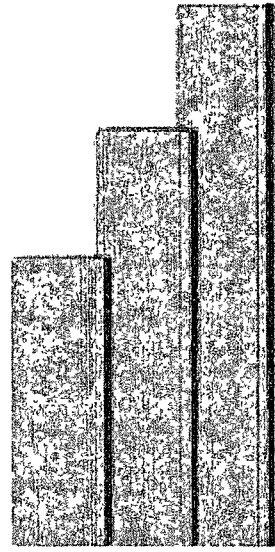


VERONA

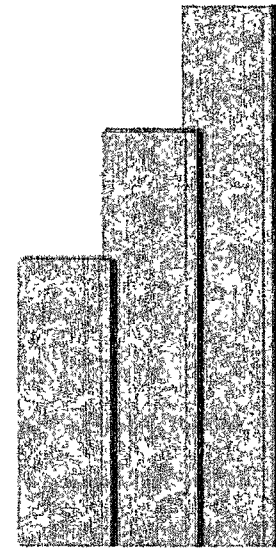


CHABLIS

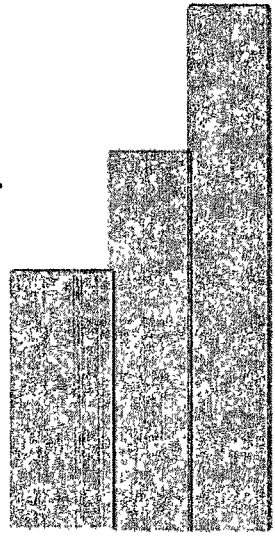
Beaded Cedar Woodland Cream



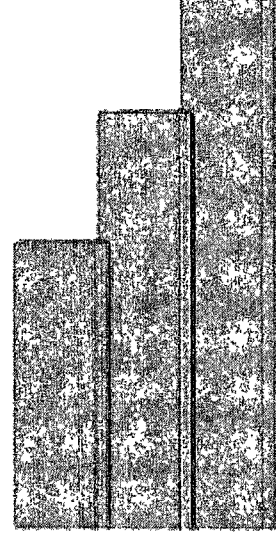
Beaded Cedar Sail Cloth



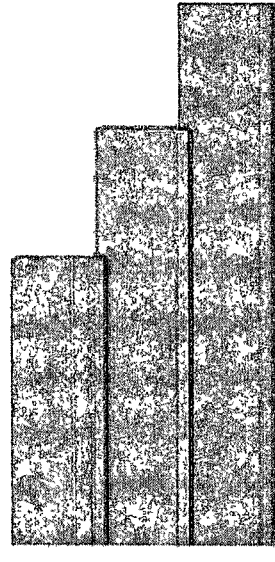
Select Cedar Navajo



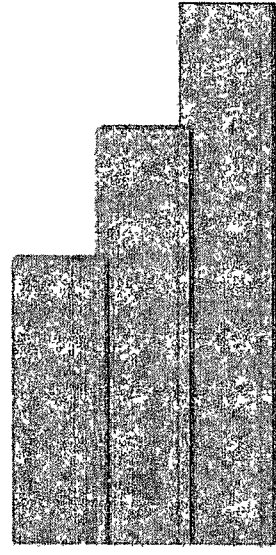
Smooth Cedar Beaded



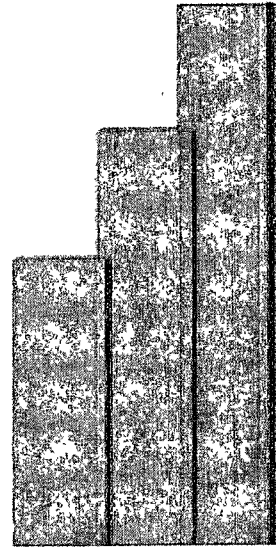
Smooth Cedar Beaded Sandstone



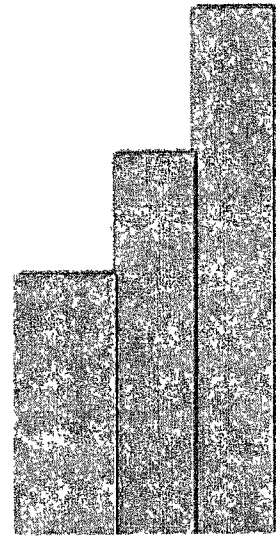
Beaded Smooth



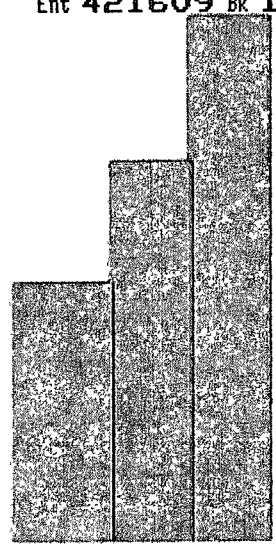
Beaded Cedar Navajo



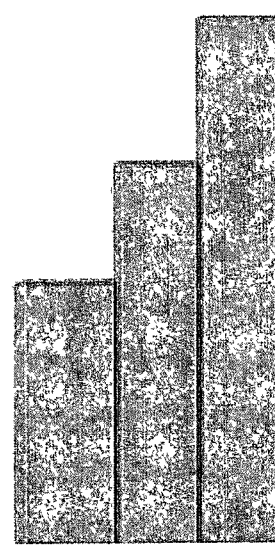
Smooth Cedar Cobblestone



Smooth Cedar Sandstone



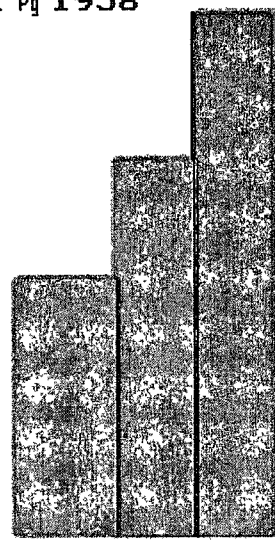
Colonial Smooth Soft Green



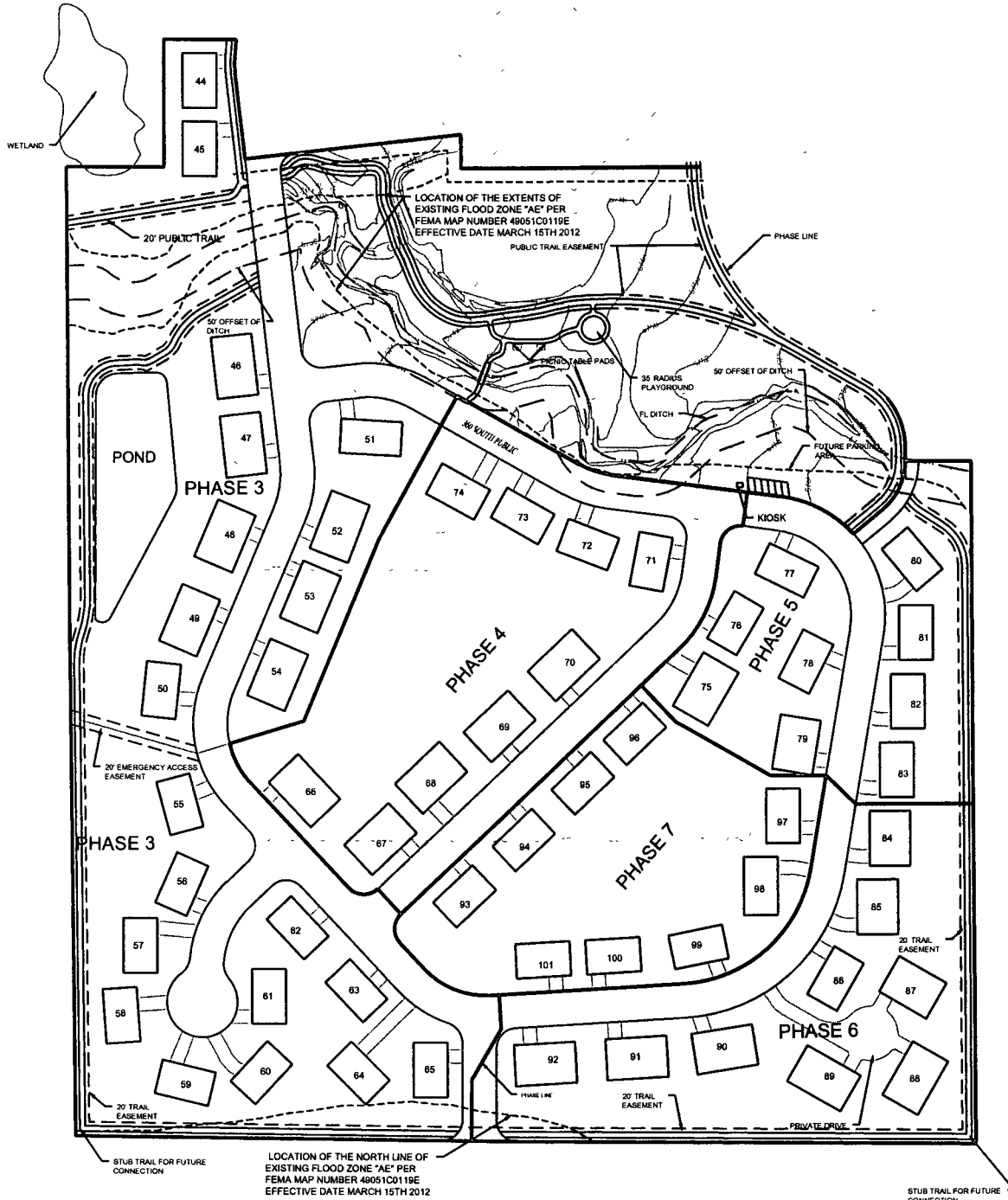
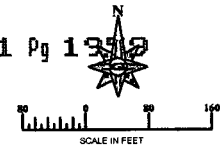
Smooth Cedar Navajo Beige



Select Cedar Heathered Moss



BEAUFONTAINE OVERALL EXHIBIT



BEAUFONTAINE

PHASES 3-8

UTILITY PLAN SET

PROJECT # AIM.033

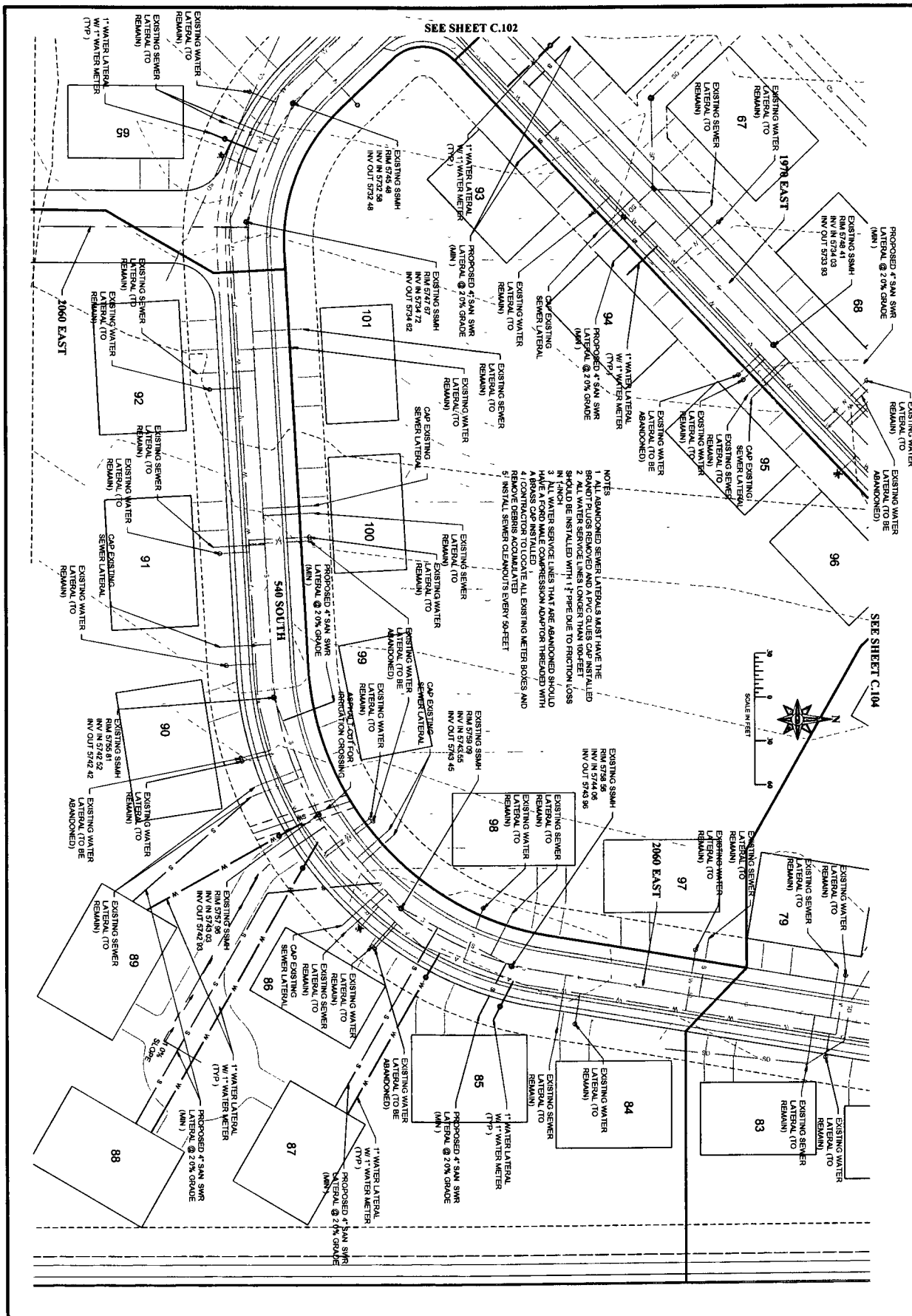
LOCATED AT 350 SOUTH 1850 EAST
IN THE CITY OF HEBER,
WASATCH COUNTY, UTAH



CONSULTING ENGINEERS AND SURVEYORS
2475 SOUTH MAIN ST
SUITE 200
HEBER, UTAH 84032
PHONE (801) 571-9414
FAX (801) 571-9448

BEAUFONTAINE PHASES 3-8 UTILITY PLAN SET

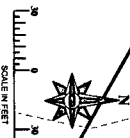
AIM.033



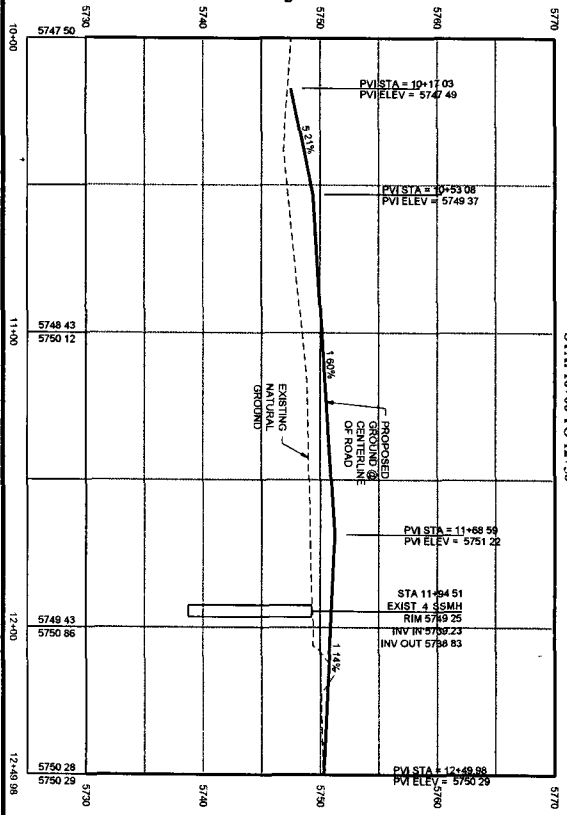
SEE SHEET C.102

SEE SHEET C.104

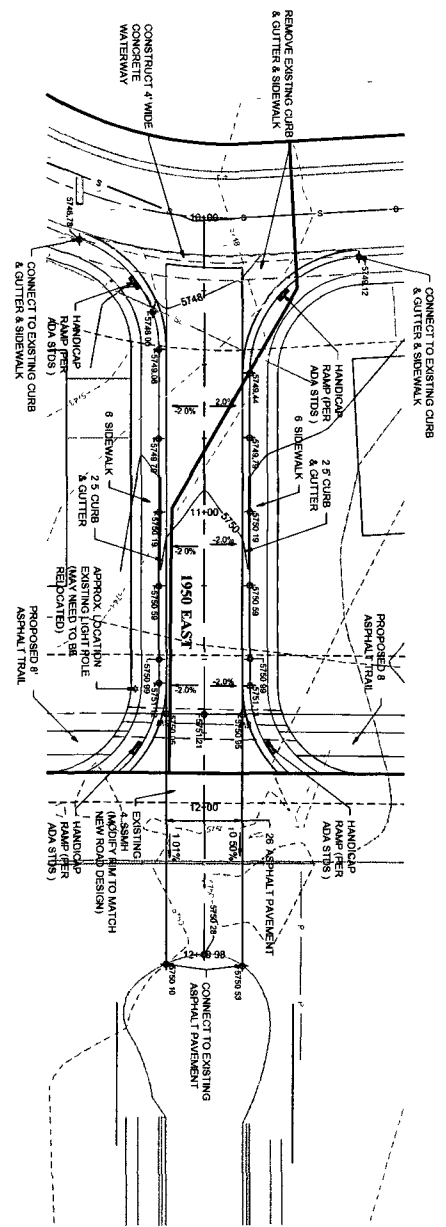
- NOTES**
1. ALL ABANDONED SEWER LATERALS MUST HAVE THE BRAYNOT PLUGS REMOVED AND A PVC GULLY CAP INSTALLED.
 2. ALL WATER SERVICE LINES LONGER THAN 10 FEET IN LENGTH BE INSTALLED WITH 1" PIPE TO REDUCE FRICTION LOSS.
 3. ALL WATER SERVICE LINES THAT ARE ABANDONED SHOULD HAVE A FORD W/VE COMPRESSION ADAPTOR THREADED WITH A BRASS CAP INSTALLED AT ALL EXISTING METER BOXES AND REMOVE DEBRIS ACCUMULATED.
 4. INSTALL SEWER CLEANOUTS EVERY 90 FEET.



C.103	HEBER, UTAH	PROPOSED UTILITY PLAN		DATE: FEBRUARY 2016	REVISE: NO COMMENTS	APPROVED:	
		DRAWING NAME: UTILITY PLAN	DESIGNED BY: AL	CHECKED:	APPROVED:	SCALE: MEASURES 1" ON FULL SIZE SHEETS ADJUST ACCORDINGLY FOR HALF SIZE SHEETS	

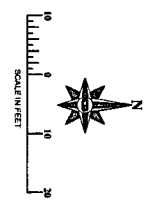
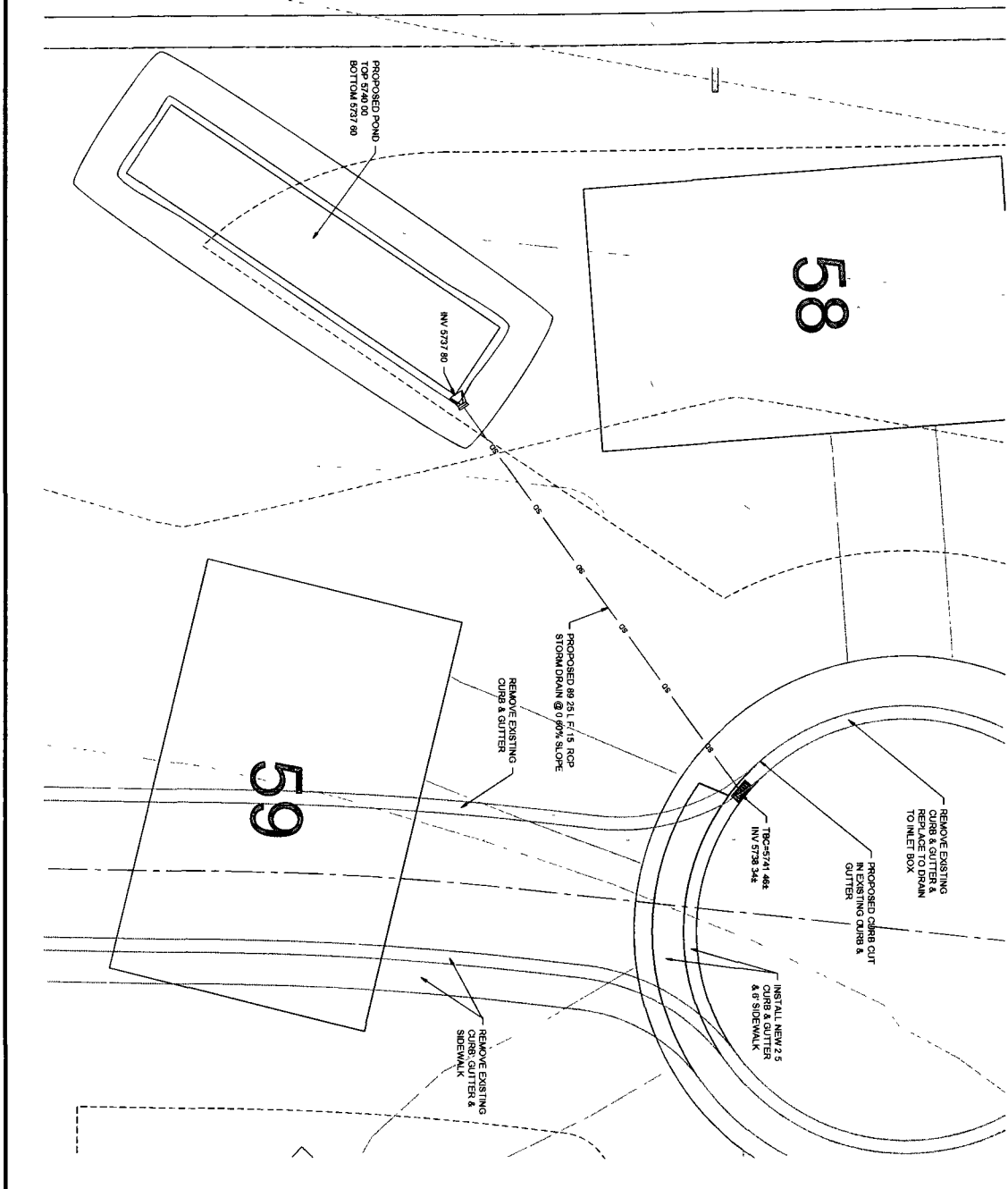


1950 EAST
STA: 10+00 TO 12+50

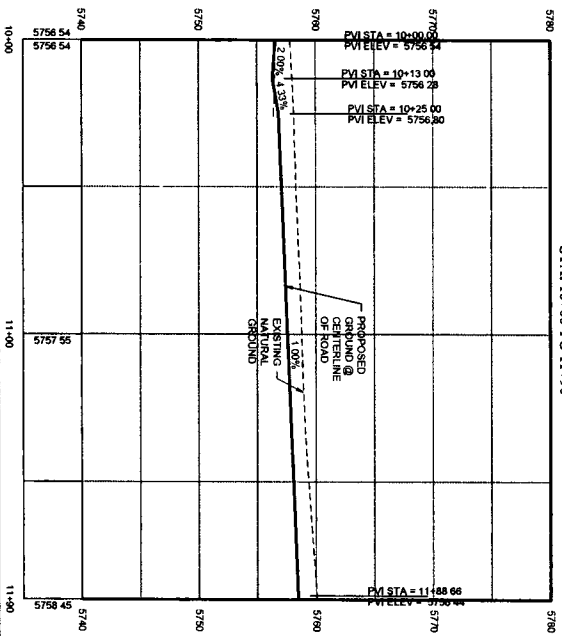
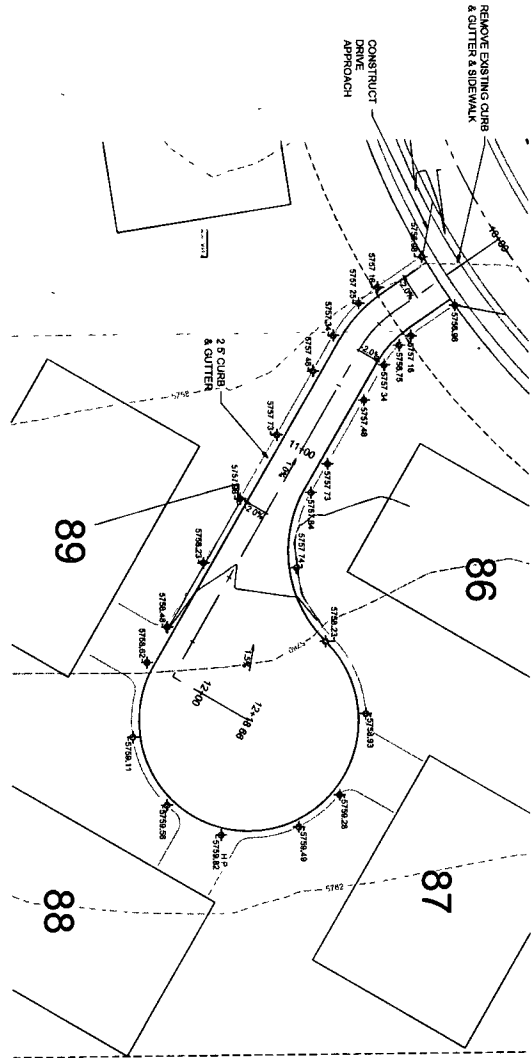


SCALE
HOR 1" = 20'
VER 1" = 5'

C-301 <small>CONTRACT NO. / AIA/033</small> <small>DATE: FEBRUARY 2015</small>	PLAN & PROFILE STA: 10+00 TO 12+49.98		HEBER UTAH		<small>DATE: FEBRUARY 2015</small> <small>DESIGNED BY: C. WAT</small> <small>ENGINEER/PROFILER: J. M. HARRIS</small> <small>TRACED/EXAMINED BY: AL</small> <small>CHECKED: APPROVED:</small>	REVISIONS		<small>CONSULTING ENGINEERS AND SURVEYORS</small> <small>1080 SOUTH 400 WEST</small> <small>PROVO, UTAH 84601</small> <small>PHONE: 801-771-4141</small> <small>FAX: 801-771-4141</small> <small>WWW.GILSON.COM</small>
	<small>SCALE: HORIZONTAL 1" = 20'</small> <small>SCALE: VERTICAL 1" = 5'</small>		<small>SCALE: HORIZONTAL 1" = 20'</small> <small>SCALE: VERTICAL 1" = 5'</small>					

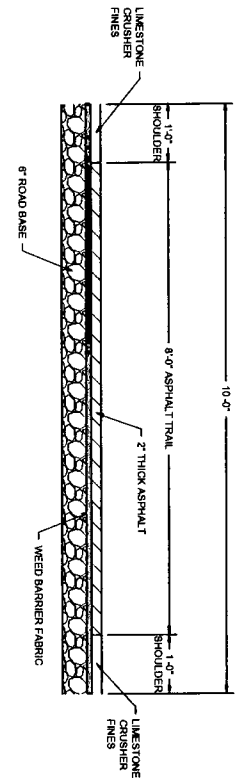


C-302 <small>SCALE: AS SHOWN</small>	POND PLAN HEBER UTAH	DATE: FEBRUARY 2015 DRAWING NUMBER: 5-202 PROJECT: [REDACTED] DESIGNED BY: [REDACTED] CHECKED BY: [REDACTED]	REVISIONS NO. DATE BY COMMENTS	SCALE: AS SHOWN UNITS: ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED	CONSULTING ENGINEERS AND SURVEYORS GILSON 1000 SOUTH 900 WEST PROVO, UTAH 84604 PHONE: 801-771-2444 FAX: 801-771-2444
	REVISIONS NO. DATE BY COMMENTS	SCALE: AS SHOWN UNITS: ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED	CONSULTING ENGINEERS AND SURVEYORS GILSON 1000 SOUTH 900 WEST PROVO, UTAH 84604 PHONE: 801-771-2444 FAX: 801-771-2444		

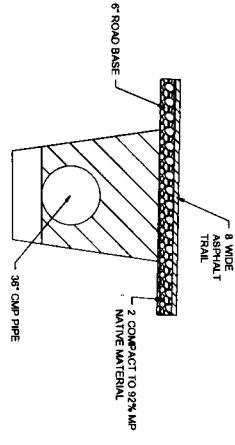
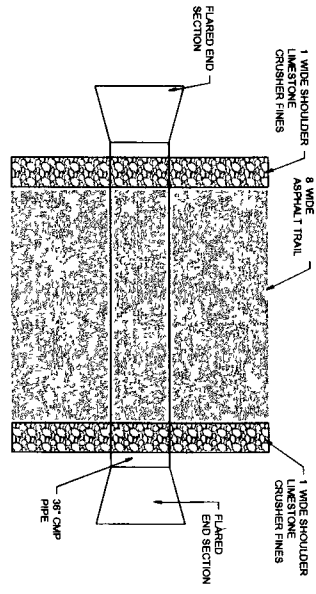


SCALE:
HOR. 1" = 20'
VER. 1" = 5'

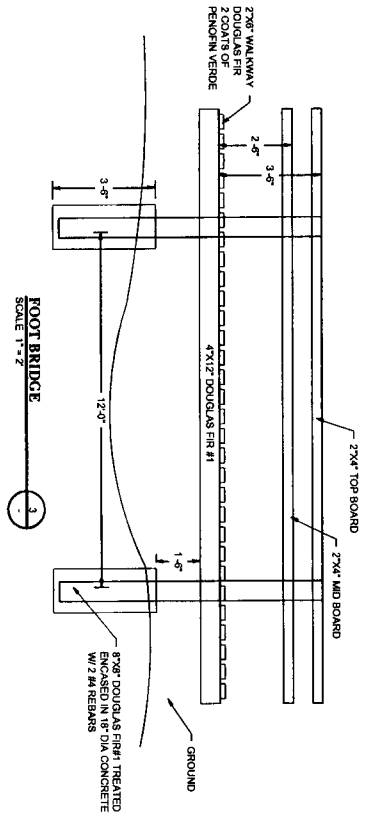
C-303 <small>DESIGN: AIN 033</small> <small>DATE: 02/01/2018</small>	PLAN & PROFILE STA: 10+00 TO 12+16.88 HEBER, UTAH	DATE: FEBRUARY 2018 DRAWING NAME: PLAN & PROFILE DRAWN BY: AIN CHECKED: [] APPROVED: []	REVISIONS NO. 1: NO CHANGE NO. 2: [] NO. 3: [] NO. 4: [] NO. 5: []	CONSULTING ENGINEERS AND SURVEYORS 1001 S. 1000 W. SUITE 100 HEBER, UTAH 84532 TEL: 435-892-1111 FAX: 435-892-1112 WWW.GILSONUTAH.COM
		SCALE MEASURES: ORIGINAL SIZE SHEET ADJUST ACCORDING TO ORIGINAL SIZE SHEET		



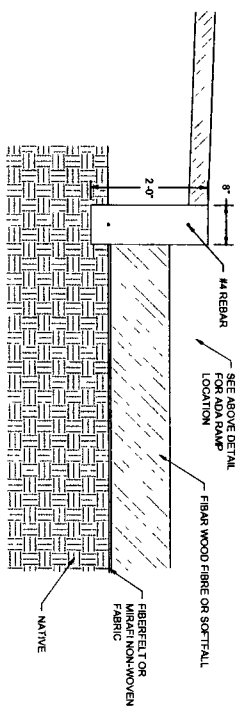
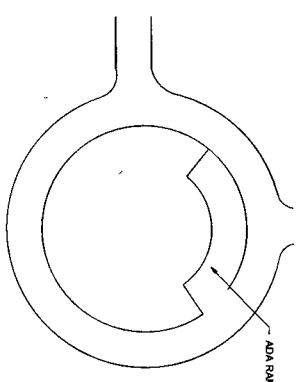
10' ASPHALT TRAIL
DETAIL
SCALE 1" = 2'



24" CMP
PIPE DETAIL
SCALE 1" = 2'



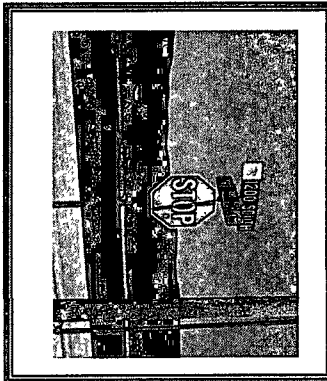
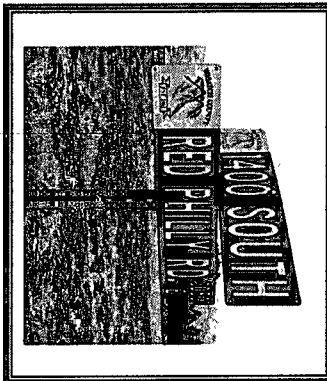
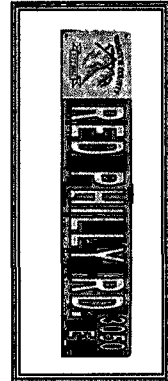
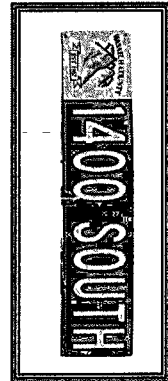
FOOT BRIDGE
SCALE 1" = 2'



FIBERFELTADA RAMP
SCALE 1" = 1'

D.101	DETAILS	DATE: FEBRUARY 2015		REVISIONS			
	HEBER UTAH	DRAWING NAME: ADA RAMP	DESIGNED BY: AL	CHECKED:	APPROVED:		
	SCALE: 1" = 1'	1. SCALE MEASURES 1" ON FULL SIZE SHEETS ADJUST ACCORDINGLY FOR HALF SIZE SHEETS					
	CONSULTING ENGINEERS AND SURVEYORS	<small>THIS DRAWING IS THE PROPERTY OF GILSON CONSULTING ENGINEERS AND SURVEYORS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF GILSON CONSULTING ENGINEERS AND SURVEYORS IS STRICTLY PROHIBITED.</small>					

Street Sign Specifications and Placement
Wasatch County Signs, December 17, 2012



Street Sign Specifications.

Street Sign Dimensions: 8" X 38" - Background color is green, with white text.
 Stop Sign Dimensions 30" X 30" - Background color is red, with white text
 All Street Signs within the Wasatch County jurisdiction require a Wasatch County Logo to be displayed
 Any Street Sign with a street name also requires a coordinate to be displayed, as shown above
 All Street and Stop signs require "high intensity retroreflective" sheeting

Support Specifications.

With Stop and Street Signs combined Length 12' - Width 2" X 2" - 14 gauge steel - Telespar design
 The bottom of the Stop Sign should be approximately 7" above the crown of the road, with the support located 5' to 7' from the edge of the road Place the Street Signs at the topmost point of the Telespar support
 With Street Signs only Length 10' - Width 2" X 2" - 14 gauge steel - Telespar design
 Place the Street Signs at the topmost point of the Telespar support With the support located 5' to 7' from the edge of the road

Telespar Anchor Sleeve Specifications

Length 30" - Width, 2 1/4" - 14 gauge steel
 The anchor must be driven a minimum of 28 inches into the ground

Interwest Safety Supply, located at 724 E 1860 S, Provo, Utah 84601, phone 801-375-6321, supplies Wasatch County with most signs, and retains county specifications in their records

<p>DETAILS</p> <p>HEBER, UTAH</p>	<p>DATE: FEBRUARY 2015</p> <p>DESIGNED BY: []</p> <p>DRAWN BY: []</p> <p>CHECKED BY: []</p> <p>APPROVED BY: []</p>	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV	DATE	BY	COMMENTS									<p>CONSULTING ENGINEERS AND SURVEYORS</p> <p>GILSON</p> <p>ENGINEERS</p> <p>1081 SOUTH 400 WEST SUITE 107 WEST PROVO, UTAH 84601 PHONE: 801-771-0144 FAX: 801-771-0144</p>
	REV	DATE	BY	COMMENTS											
<p>D-102</p>	<p>SCALE: AS SHOWN BY: ON ALL SIGNS, SIGNS IS ALWAY ACCORDINGLY FOR HALF SIZE SIGNS</p>	<p>1:1</p>	<p>1:1</p>												

**PUBLIC HEARING
MAY 18, 2011**

MIKE OLSEN, REPRESENTATIVE FOR PROFICIO BANK IS REQUESTING A PLAT AMENDMENT FOR PHASE 1 OF BEAUFONTAINE. THE PROPOSAL WOULD CHANGE SEVERAL UNITS THAT ARE CURRENTLY ATTACHED UNITS TO DETACHED SINGLE-FAMILY HOMES. THE NUMBER OF UNITS REMAINS THE SAME. THIS PROPOSAL IS LOCATED AT APPROXIMATELY 1600 EAST LAKE CREEK ROAD IN SECTION 4, TOWNSHI 4 SOUTH, RANGE 5 EAST AND IN THE RA-1 RESIDENTIAL AGRICULTURAL ZONE.

Doug Smith, from the Wasatch County Planning Department, addressed the Wasatch County Council and indicated that this proposal is to amend the plat and turn all un-built units into detached units. The density remains the same and is consistent with the code in place now. Doug indicated that Twin Creeks will provide water and sewer. Doug also indicated that the applicant is proposing to dedicate the roads so that the roads will be maintained by Wasatch County.

Doug indicated that the findings are:

1. The proposal complies with the density requirements of the current Planned Performance ordinance.
2. The proposed renderings, although smaller than the existing units, fit in with the existing homes.
3. With building pad re-alignments that meets the setbacks for the ordinance the plat meets the intent of the code.

Doug indicated that the conditions are:

- a. Water approved by the Water Board prior to discussion for Plat Amendment approval.
- b. Determination by the Wasatch County Council on public roads.
- c. Homes should have a minimum 20' setback from public trails.
- d. The new plat should show the alignment of the as-built trails.
- e. Trails should be stubbed into east and west property lines.
- f. A well thought out trail system that does not leave any gaps needs to be provided.
- g. All proposed new buildings will have to comply with the renderings submitted and be approved by the architectural committee.
- h. All Requirements of the Wasatch County Council on the road improvement requirements.

Doug indicated that the matter went to the Wasatch County Planning Commission and the vote was six to 1 in favor of granting the proposal. Doug indicated that the one Nay vote was on the roads going from private to public.

Mike Olsen, representative from Proficio Bank, addressed the Wasatch County Council and indicated that with regard to phase 1 Proficio Bank agrees with everything that was presented by Doug Smith. Mike Olsen indicated that with regard to bonds there will be a series of cash bonds and also two letters of credit but other than those things Mike Olsen indicated that he has nothing to add.

Chair Mike Kohler then asked if there is any public comment concerning the matter and there was none and closed the public comment period. Chair Kohler also indicated with Councilman Capson gone that leaves six councilman and it would take four councilman voting yes to pass the matter and asked the applicant if he wanted to go forward knowing that fact and the applicant indicated that he is okay with that and wanted to go forward.

Councilman Price made a motion that we accept the findings and conditions of the Wasatch County Planning Commission and also accept the staff report as part of the motion and approve the applicant's request and just to make sure that we have got the conditions listed as C through H. Councilman Farrell seconded the motion and the motion carries with the following vote:

**AYE: Jay Price
AYE: Kipp Bangerter
AYE: Greg McPhie
AYE: Mike Kohler
AYE: Steve Farrell
AYE: Kendall Crittenden**

NAY: None.

**PUBLIC HEARING
MAY 18, 2011**

MIKE OLSEN, REPRESENTATIVE FOR PROFICIO BANK, IS REQUESTING MASTER PLAN, DENSITY DETERMINATION PRELIMINARY APPROVAL FOR BEAUFONTAINE AT SPRING LAKE PHASES 2-9, A PLANNED PERFORMANCE DEVELOPMENT AND THE PROPOSAL CONSISTS OF PHASE 2 WHICH IS 5.59 ACRES AND 10 UNITS AND PHSAE 3-9 WHICH IS 44.98 ACRES AND 66 UNITS. THE PROPOSED PROJECT IS LOCATED AT APPROXIMATELY 1970 EAST LAKE CREEK ROAD SOUTH OF CENTER STREET AND EAST OF THE HEBER CITY BOUNDARY, IN SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST AND IN THE RA-1 RESIDENTIAL AGRICULTURAL ZONE.

Doug Smith, from the Wasatch County Planning Department, addressed the Wasatch County Council and indicated that this request originally received final approval in 2006. Doug indicated that the proposal will be processed as a Planned Performance Development which means they can earn up to 1.5 ERU's per acre by providing public benefits and meeting other guidelines in the code. Doug indicated that the applicant has committed to dedicate a 30' half width for 600 South, which is on the south portion of the development, as well as escrow for the improvements. Doug also indicated that the property has been dedicated and cash escrows are in place for Triple Crown as well as The Woods at Cobblestone to complete their portions of 600 South. Doug indicated that for the entire development base density is 75 unites. Maximum density allowed for the whole project is 113 units with a 50 per cent bonus. The proposal is for 106 pad sites for a 42 percent density bonus. Doug also indicated that the Wasatch County Planning Staff's recommendation is for a total of 31 percent bonus for 100 pad sites. Doug also indicated that the Wasatch County Planning Commission's recommendation for bonus density was 38.7 percent and rounded up to 39 percent. Doug also indicated that the Wasatch County Planning Commission recommended approval by 6 Aye and 1 Nay.

10613
6/17/11

Doug Smith indicated that the Wasatch County Planning Staff felt that for the extraordinary/major community infrastructure improvements or TDR a five percent bonus should be given. For public trails a five percent bonus should be given by the Wasatch County Planning Staff. For additional extra usable open space a two percent open space should be given according to the Wasatch County Planning Staff. The Wasatch County Planning Staff feels like that for improving open space for public use a ten percent density bonus should be given. For the dedication of land for/or building of civic site a density bonus of six percent should be given. For the use of LEED or other comparable design standards the Wasatch County Planning Staff recommends a three percent density bonus.

Doug indicated that the proposed findings are:

1. The applicant is willing to dedicate 30' for 600 South and escrow the money to build the road.
- 2 The proposal complies with the ordinance as far as the density range but the Wasatch County Council after a recommendation from the Wasatch County Planning Commission, will need to determine what the actual allowed density will be.
3. This proposal appears to be far more dense then the original approval. The Planned Performance code states that there should be an un-crowded feel to the development.
4. The density is a determination by the Wasatch County Planning Commission and the Wasatch County Council based on public benefit and performance.
5. There is a negative fiscal impact to Wasatch County of \$140,615 per year.

Doug also indicated that the findings are:

1. A note on the plat regarding the high ground water.
2. The Development Agreement would need to include the following: Trails and roads would need to be brought up to an acceptable standard before a warranty period starts regardless of whether the County accepts the roads as public, a note on the plat and in the Development Agreement regarding the units in the floodplain and that the plat containing those units cannot be recorded until in compliance with County requirements for buildings in a floodplain, escrow for the improvement of the north portion of 600 South, details on how the Energy Star proposal will be accomplished, playground plan, second access requirements, impound accounts for maintenance of public uses maintained by the HOA if any, new plats showing all requirements of the County Council regarding density and bonus requirements with additional detail etc.
3. Provide a fencing agreement with neighboring property owners.
4. All improvements proposed to be public and private will need to be bonded for at time of plat recording.
5. Consideration regarding the public park and the issues that acceptance of that entails including public roads, bathrooms and maintenance.
6. A new plat should be provided showing building pads that do not share a common front/rear setback, meet the setbacks of the ordinance and allow for a 20' minimum setback from public trails to pad sites and are more parallel with the roads.
7. There will need to be an asphalted second access provided before the portion of phases 3-9 can be developed beyond 31 units and 1,300 feet.
8. Roads have been agreed upon by the County Council to be public, fix all the problems to County satisfaction, 2 year warranty period, new slurry seal for whole development, no on street parking, connection to Cobblestone, 1-year period to complete all improvements including the connection to Cobblestone with an option for a possible 1-year extension, escrow the money for 6th South.

Chair Kohler indicated that as with the last matter where Councilman Capson is absent there will need to be four voting yes out of the six remaining for the matter to pass and asked the applicant is all right with that and the applicant indicated that he was okay with the matter going forward.

Mike Olsen, representative for Proficio Bank, addressed the Wasatch County Council and indicated that with regard to the density bonus the applicant is willing to put in a restroom facility along the trail so that people will go to the bathroom in the restrooms instead of going along the trail or just before they get in their vehicles. Mike Olsen then indicated that there is the two picnic areas with barbecues, plus a playground that will be built there and a walking path that will go from the existing 9 parking stalls over to where the picnic tables are. Mike Olsen indicated that about 1800 lineal feet of trail system will be added which is not part of the original developer's plan which makes it possible to connect to the properties on the east and the west and the Triple Crown Subdivision. Also the trail system that will go right through the park and escrow money for the 6th South road. Mike Olsen indicated that a bonus density of 40 percent will make the plans work. Mike Olsen also indicated that with this new plan the open space went from a 72 percent open space to 74 percent in that back area. Mike Olsen indicated that the plan is to add another seven units to the original plan.

Chair Kohler then asked if there was any public comment regarding the density matter.

Mr. George Holmes, adjacent property owner, addressed the Wasatch County Council and indicated that the percent of open space is a little bit skewed because of the type of development this is. Mr. Holmes indicated that this open space is all common ground which is outside of the buildings and when 73 percent open space is counted we are counting all of the area that is not a building pad. Mr. Holmes also indicated that with regard to trails being close to property lines can bring problems. Mr. Holmes mentioned that the trails that go by his property rocks have been pushed onto his property by the grading and so Mr. Holmes indicated that there should be a standard requirement put in place to keep trails so far from a property line. Mr. Holmes also mention that there is a pond of water which is fed by a spring and Mr. Holmes mentioned that his family owns some of the water rights that fill that pond from a spring and would still like the opportunity to use the water in that pond. The applicant, Mike Olsen, indicated that he has no problem with the Holmes family continuing to use the water that they have a right to in that pond for irrigation purposes and an easement can be put on the plat indicating such a use to the pond. Mr. Holmes indicated that something should be written in the Development Agreement or on the plat which states that the use of that water in the pond by the Holmes family.

Mr. Holmes also indicated that being a close neighbor to this development that the Wasatch County's Code of the West should be implemented and when people buy property next to our ground that they should be put on notice that a farming operating is taking place on that adjacent ground. Mr. Holmes also indicated that he agrees with the condition of the fencing to take place between the two properties and has no problem with that and believes that any differences with fences can be worked out between the two property owners because there has been a discrepancy in the section corners in that particular part of Wasatch County.

Chair Kohler then closed the public comment period.

The Wasatch County Council members then wrote on a piece of paper what they feel should be given as a total bonus density on all matters and then an average was taken which came to 34.5 which rounded up would be 35 percent total bonus density.

Councilman McPhie made a motion that we recommend approval of the master plan density determination that the density bonus remain at thirty-nine percent as the Wasatch County Planning Commission indicated. That FEMA, LOMR be complied with prior to recording phase 9 with the units in the flood plain, fence agreement with all adjacent property owners, bonded improvements at the time of plat recording, revised to meet the code so pads are setback from trails and parallel with roads except for phase 2 and 9 and others subject to staff approval, an asphalted fully improved second access before phases 3-9 can be developed beyond 31 units or 1300 feet, detailed plan and Development Agreement to show all trails, public open space and improvements, restroom, plan for all open space and parks with a maintenance agreement with the HOA, roads approved as public and all units have independent driveways or two stalls per shared driveway. 20 feet of asphalt and give the applicant credit off their bond for such 20 feet of asphalt taken right to the fence line of Triple Crown, and that a note on the plat of an easement for the Broadhead Spring and pond for the Holmes Family use and whoever else has rights or interest in the Broadhead Spring. Councilman Bangerter seconded the motion and the motion does not carry with the following vote:

**AYE: Jay Price
AYE: Kipp Bangerter
AYE: Greg McPhie**

**NAY: Mike Kohler
NAY: Steve Farrell
NAY: Kendall Crittenden**

Councilman Farrell made the motion that we go with the density bonus of thirty-five percent and all the conditions that was outlined in the previous motion. Also that the park is going to be left natural with two picnic tables and two barbecues and a playground as described Councilman Crittenden seconded the motion and the motion fails with the following vote:

**AYE: Steve Farrell
AYE: Kendall Crittenden
AYE: Mike Kohler**

**NAY: Jay Price
NAY: Kipp Bangerter
NAY: Greg McPhie**

Councilman Price made a motion that we go along with all the conditions and set the number, whatever the number backs out to be for 104 lots. I don't know what percent that is. Councilman McPhie seconded the motion and the motion carries with the following vote:

**AYE: Kendall Crittenden
AYE: Steve Farrell
AYE: Mike Kohler
AYE: Greg McPhie
AYE: Kipp Bangerter
AYE: Jay Price**

NAY: None.

Councilman Bangerter made a motion to adjourn. Councilman McPhie seconded the motion and the motion carries with the following vote:

AYE: Jay Price

AYE: Kipp Bangerter

AYE: Greg McPhie

AYE: Mike Kohler

AYE: Steve Farrell

AYE: Kendall Crittenden

NAY: None.

Meeting adjourned at 10:00 p.m.

MIKE KOHLER/CHAIRMAN

BRENT TITCOMB/CLERK/AUDITOR

Wasatch County Code

Section 16.18.04 Residential Planned Performance Developments in the (TROZ) Transitional Residential Overlay Zone.

(1) All residential development in the (TR) Transitional Zone, or in attached single-family areas, shall be required to submit as a Planned Performance Development and provide curb, gutter, sidewalks, planting strips and trails through the development, as determined by the Planning Commission based upon the density and proposed use of the development. Properties must be zoned (TR) Transitional in order to develop under the provisions of this chapter.

(2) All residential developments within a Planned Performance Development must comply with the general standards set forth in Chapter 16.29, as well as those for the zone in which the development is located in order to be granted the base density. Density bonuses will be considered for exceeding the standards.

(3) The density for the residential Planned Performance Development will be determined by the Planning Commission using the Performance Chart (See Chapter 16.29) as a guideline, taking into consideration the extra amenities and public benefit items being provided to the development as well as the public in general. In the event a benefit is offered that is not contemplated by the chart, the Planning Commission may assign a density bonus as deemed appropriate to the benefit being provided, and considering whether the density will fit appropriately on the property.

(4) Reasonable conditions will be set to insure compatibility with surrounding uses and architecture, as well as to mitigate any adverse impacts to the surrounding uses or the County as a whole.

(5) The endnotes contained on the Performance Chart (See Chapter 16.29) shall be considered part of this section as though fully set forth herein.

(6) At a minimum to develop lots of one (1) unit per acre, the development must provide cement curbs, gutters and sidewalks, as well as landscaped planting strips. Sidewalks shall be a minimum of four (4) feet in width and planting strips shall be a minimum of five (5) feet in width. Extra width may be considered as a basis for a density bonus according the Performance Chart.

(Ord. 07-12, Amended, 06/24/2008)

Section 16.18.05 Other Requirements.

(1) **Signs.** Please refer to Chapter 16.26 for specific sign regulations. Generally the following regulations apply to this zone.

(a) Signs or name plates not exceeding two (2) square feet in area and displaying only the name and address of the occupant.

(b) Home occupation signs. Signs advertising the sale of products lawfully produced on the premises.

(2) Landscaping.

(a) See Section 16.21.10 as well as the recorded Conditions, Covenants and Restrictions, for landscaping requirements. Landscaping shall be installed in accordance with the approved landscape plan;

Chair Mike Kohler then asked if there is any public comment concerning the matter and there was none and closed the public comment period. Chair Kohler also indicated with Councilman Capson gone that leaves six councilman and it would take four councilman voting yes to pass the matter and asked the applicant if he wanted to go forward knowing that fact and the applicant indicated that he is okay with that and wanted to go forward.

Councilman Price made a motion that we accept the findings and conditions of the Wasatch County Planning Commission and also accept the staff report as part of the motion and approve the applicant's request and just to make sure that we have got the conditions listed as C through H. Councilman Farrell seconded the motion and the motion carries with the following vote:

**AYE: Jay Price
AYE: Kipp Bangerter
AYE: Greg McPhie
AYE: Mike Kohler
AYE: Steve Farrell
AYE: Kendall Crittenden**

NAY: None.

**PUBLIC HEARING
MAY 18, 2011**

MIKE OLSEN, REPRESENTATIVE FOR PROFICIO BANK, IS REQUESTING MASTER PLAN, DENSITY DETERMINATION PRELIMINARY APPROVAL FOR BEAUFONTAINE AT SPRING LAKE PHASES 2-9, A PLANNED PERFORMANCE DEVELOPMENT AND THE PROPOSAL CONSISTS OF PHASE 2 WHICH IS 5.59 ACRES AND 10 UNITS AND PHSAE 3-9 WHICH IS 44.98 ACRES AND 66 UNITS. THE PROPOSED PROJECT IS LOCATED AT APPROXIMATELY 1970 EAST LAKE CREEK ROAD SOUTH OF CENTER STREET AND EAST OF THE HEBER CITY BOUNDARY, IN SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST AND IN THE RA-1 RESIDENTIAL AGRICULTURAL ZONE.

Doug Smith, from the Wasatch County Planning Department, addressed the Wasatch County Council and indicated that this request originally received final approval in 2006. Doug indicated that the proposal will be processed as a Planned Performance Development which means they can earn up to 1.5 ERU's per acre by providing public benefits and meeting other guidelines in the code. Doug indicated that the applicant has committed to dedicate a 30' half width for 600 South, which is on the south portion of the development, as well as escrow for the improvements. Doug also indicated that the property has been dedicated and cash escrows are in place for Triple Crown as well as The Woods at Cobblestone to complete their portions of 600 South. Doug indicated that for the entire development base density is 75 unites. Maximum density allowed for the whole project is 113 units with a 50 per cent bonus. The proposal is for 106 pad sites for a 42 percent density bonus. Doug also indicated that the Wasatch County Planning Staff's recommendation is for a total of 31 percent bonus for 100 pad sites. Doug also indicated that the Wasatch County Planning Commission's recommendation for bonus density was 38.7 percent and rounded up to 39 percent. Doug also indicated that the Wasatch County Planning Commission recommended approval by 6 Aye and 1 Nay.

Doug Smith indicated that the Wasatch County Planning Staff felt that for the extraordinary/major community infrastructure improvements or TDR a five percent bonus should be given. For public trails a five percent bonus should be given by the Wasatch County Planning Staff. For additional extra usable open space a two percent open space should be given according to the Wasatch County Planning Staff. The Wasatch County Planning Staff feels like that for improving open space for public use a ten percent density bonus should be given. For the dedication of land for/or building of civic site a density bonus of six percent should be given. For the use of LEED or other comparable design standards the Wasatch County Planning Staff recommends a three percent density bonus.

Doug indicated that the proposed findings are:

1. The applicant is willing to dedicate 30' for 600 South and escrow the money to build the road.
- 2 The proposal complies with the ordinance as far as the density range but the Wasatch County Council after a recommendation from the Wasatch County Planning Commission, will need to determine what the actual allowed density will be.
3. This proposal appears to be far more dense then the original approval. The Planned Performance code states that there should be an un-crowded feel to the development.
4. The density is a determination by the Wasatch County Planning Commission and the Wasatch County Council based on public benefit and performance.
5. There is a negative fiscal impact to Wasatch County of \$140,615 per year.

Doug also indicated that the findings are:

1. A note on the plat regarding the high ground water.
2. The Development Agreement would need to include the following: Trails and roads would need to be brought up to an acceptable standard before a warranty period starts regardless of whether the County accepts the roads as public, a note on the plat and in the Development Agreement regarding the units in the floodplain and that the plat containing those units cannot be recorded until in compliance with County requirements for buildings in a floodplain, escrow for the improvement of the north portion of 600 South, details on how the Energy Star proposal will be accomplished, playground plan, second access requirements, impound accounts for maintenance of public uses maintained by the HOA if any, new plats showing all requirements of the County Council regarding density and bonus requirements with additional detail etc.
3. Provide a fencing agreement with neighboring property owners.
4. All improvements proposed to be public and private will need to be bonded for at time of plat recording.
5. Consideration regarding the public park and the issues that acceptance of that entails including public roads, bathrooms and maintenance.
6. A new plat should be provided showing building pads that do not share a common front/rear setback, meet the setbacks of the ordinance and allow for a 20' minimum setback from public trails to pad sites and are more parallel with the roads.
7. There will need to be an asphalted second access provided before the portion of phases 3-9 can be developed beyond 31 units and 1,300 feet.
8. Roads have been agreed upon by the County Council to be public, fix all the problems to County satisfaction, 2 year warranty period, new slurry seal for whole development, no on street parking, connection to Cobblestone, 1-year period to complete all improvements including the connection to Cobblestone with an option for a possible 1-year extension, escrow the money for 6th South.

Chair Kohler indicated that as with the last matter where Councilman Capson is absent there will need to be four voting yes out of the six remaining for the matter to pass and asked the applicant is all right with that and the applicant indicated that he was okay with the matter going forward.

Mike Olsen, representative for Proficio Bank, addressed the Wasatch County Council and indicated that with regard to the density bonus the applicant is willing to put in a restroom facility along the trail so that people will go to the bathroom in the restrooms instead of going along the trail or just before they get in their vehicles. Mike Olsen then indicated that there is the two picnic areas with barbecues, plus a playground that will be built there and a walking path that will go from the existing 9 parking stalls over to where the picnic tables are. Mike Olsen indicated that about 1800 lineal feet of trail system will be added which is not part of the original developer's plan which makes it possible to connect to the properties on the east and the west and the Triple Crown Subdivision. Also the trail system that will go right through the park and escrow money for the 6th South road. Mike Olsen indicated that a bonus density of 40 percent will make the plans work. Mike Olsen also indicated that with this new plan the open space went from a 72 percent open space to 74 percent in that back area. Mike Olsen indicated that the plan is to add another seven units to the original plan.

Chair Kohler then asked if there was any public comment regarding the density matter.

Mr. George Holmes, adjacent property owner, addressed the Wasatch County Council and indicated that the percent of open space is a little bit skewed because of the type of development this is. Mr. Holmes indicated that this open space is all common ground which is outside of the buildings and when 73 percent open space is counted we are counting all of the area that is not a building pad. Mr. Holmes also indicated that with regard to trails being close to property lines can bring problems. Mr. Holmes mentioned that the trails that go by his property rocks have been pushed onto his property by the grading and so Mr. Holmes indicated that there should be a standard requirement put in place to keep trails so far from a property line. Mr. Holmes also mention that there is a pond of water which is fed by a spring and Mr. Holmes mentioned that his family owns some of the water rights that fill that pond from a spring and would still like the opportunity to use the water in that pond. The applicant, Mike Olsen, indicated that he has no problem with the Holmes family continuing to use the water that they have a right to in that pond for irrigation purposes and an easement can be put on the plat indicating such a use to the pond. Mr. Holmes indicated that something should be written in the Development Agreement or on the plat which states that the use of that water in the pond by the Holmes family.

Mr. Holmes also indicated that being a close neighbor to this development that the Wasatch County's Code of the West should be implemented and when people buy property next to our ground that they should be put on notice that a farming operating is taking place on that adjacent ground. Mr. Holmes also indicated that he agrees with the condition of the fencing to take place between the two properties and has no problem with that and believes that any differences with fences can be worked out between the two property owners because there has been a discrepancy in the section corners in that particular part of Wasatch County.

Chair Kohler then closed the public comment period.

The Wasatch County Council members then wrote on a piece of paper what they feel should be given as a total bonus density on all matters and then an average was taken which came to 34.5 which rounded up would be 35 percent total bonus density.

Councilman McPhie made a motion that we recommend approval of the master plan density determination that the density bonus remain at thirty-nine percent as the Wasatch County Planning Commission indicated. That FEMA, LOMR be complied with prior to recording phase 9 with the units in the flood plain, fence agreement with all adjacent property owners, bonded improvements at the time of plat recording, revised to meet the code so pads are setback from trails and parallel with roads except for phase 2 and 9 and others subject to staff approval, an asphalted fully improved second access before phases 3-9 can be developed beyond 31 units or 1300 feet, detailed plan and Development Agreement to show all trails, public open space and improvements, restroom, plan for all open space and parks with a maintenance agreement with the HOA, roads approved as public and all units have independent driveways or two stalls per shared driveway. 20 feet of asphalt and give the applicant credit off their bond for such 20 feet of asphalt taken right to the fence line of Triple Crown, and that a note on the plat of an easement for the Broadhead Spring and pond for the Holmes Family use and whoever else has rights or interest in the Broadhead Spring. Councilman Bangerter seconded the motion and the motion does not carry with the following vote:

**AYE: Jay Price
AYE: Kipp Bangerter
AYE: Greg McPhie**

**NAY: Mike Kohler
NAY: Steve Farrell
NAY: Kendall Crittenden**

Councilman Farrell made the motion that we go with the density bonus of thirty-five percent and all the conditions that was outlined in the previous motion. Also that the park is going to be left natural with two picnic tables and two barbecues and a playground as described Councilman Crittenden seconded the motion and the motion fails with the following vote:

**AYE: Steve Farrell
AYE: Kendall Crittenden
AYE: Mike Kohler**

**NAY: Jay Price
NAY: Kipp Bangerter
NAY: Greg McPhie**

Councilman Price made a motion that we go along with all the conditions and set the number, whatever the number backs out to be for 104 lots. I don't know what percent that is. Councilman McPhie seconded the motion and the motion carries with the following vote:

**AYE: Kendall Crittenden
AYE: Steve Farrell
AYE: Mike Kohler
AYE: Greg McPhie
AYE: Kipp Bangerter
AYE: Jay Price**

NAY: None.

Councilman Bangerter made a motion to adjourn. Councilman McPhie seconded the motion and the motion carries with the following vote:

AYE: Jay Price

AYE: Kipp Bangerter

AYE: Greg McPhie

AYE: Mike Kohler

AYE: Steve Farrell

AYE: Kendall Crittenden

NAY: None.

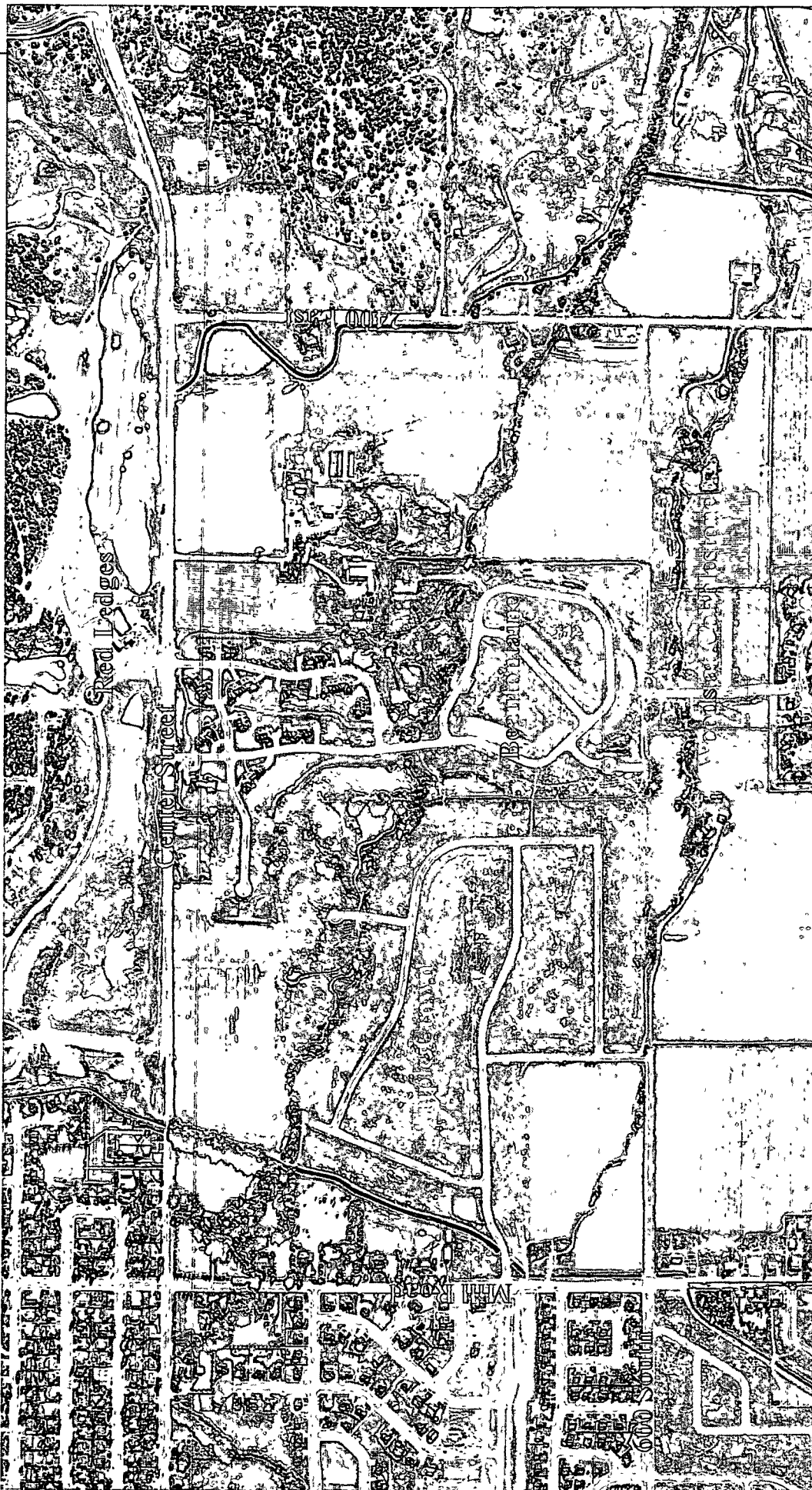
Meeting adjourned at 10:00 p.m.

MIKE KOHLER/CHAIRMAN

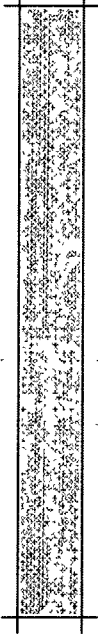
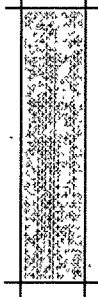
BRENT TITCOMB/CLERK/AUDITOR

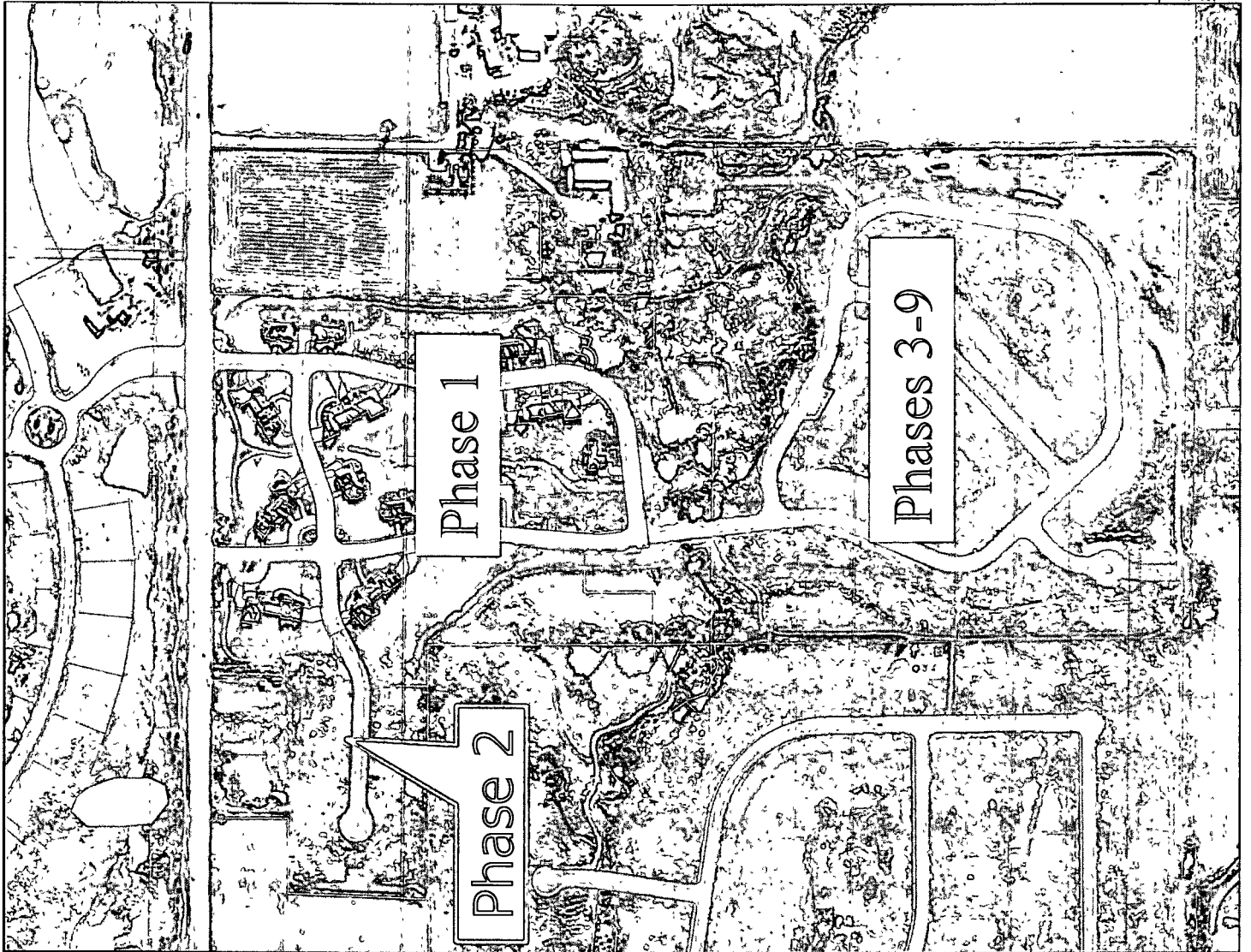
Aimtec Group, representative for Silverado Partners, is requesting final plat approval for Beaufontaine Phases 3-8.

The proposal includes a total of 63 detached single family homes. The proposal is located at 70 South 1800 East on the south side of Lake Creek and south of phase 1 in Section 4, Township 4 South, Range 5 East in the RA-1 (Residential-Agricultural 1 acre) zoning district.



Cobblestone





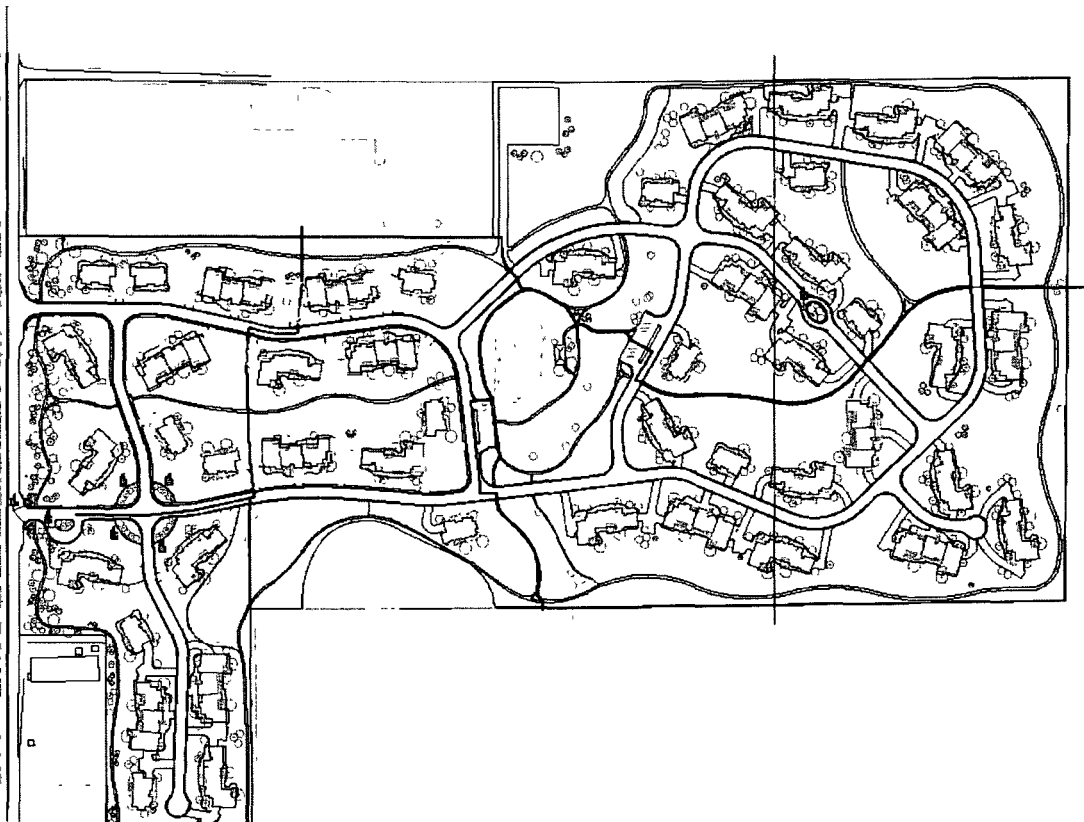
AT SPRING LAKE

NOTES

1. SHEET L0 SHOWS LANDSCAPE PLAN SHEET LAYOUT.
2. LANDSCAPE PLAN SHEETS (L1 - L7) SHOW TURF SEED, NATURAL SEED, WETLAND, SHRUB, AND TREE LOCATIONS. INDIVIDUAL UNIT LANDSCAPE INFORMATION IS ON DETAIL SHEET L8. FRONTAGE AND UNIQUE LANDSCAPE INFORMATION IS ON L8 - L10.
3. LANDSCAPE NOTES, SCHEDULE, AND DETAILS ARE LOCATED ON SHEET L11.

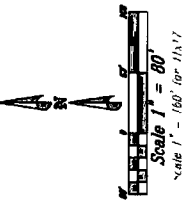
LANDSCAPE LEGEND FOR SHEETS L1 THROUGH L7.

- TURF AREAS - SEEDED
100% SPRINKLER IRRIGATED
- NATURAL AREAS - SEEDED
50%-60% SPRINKLER IRRIGATED
- FRONTAGE AND UNIQUE SHRUB AREAS
100% SPRINKLER OR DRIP IRRIGATED
- WETLAND SHRUB PLANTING
50%-60% SPRINKLER OR DRIP IRRIGATED
- WETLAND AREA - EXISTING
CONTRACTOR TO PROTECT AREA DURING CONSTRUCTION



Project Summary:

- 42.65 acres (phases 3- 8)
- 26.19 acres or 63.8% open space (phase 3-8)
- Zoned RA-1
- 58 units (phases 3-8)
- Project will have sewer and culinary water from the Twin Creeks SSD
- The County Council in 2011 granted a density of 104 units overall (phases 1 , 2 and 3) on the 76 acres.
- The 104 units included a bonus for LEED/Energy Star (Leadership in Energy & Environmental Design) certification. The applicant has determined that they will not do the LEED/Energy Star certification. The Council did not specify the bonus awarded for the LEED/Energy Star certification which could have been up to a 5% bonus.



PLANT SCHEDULE		QTY	COMMON NAME (BOTANICAL NAME)	CONT.	CAL. SIZE
●	TREES	32	Acorn Black Maple / Acer Incense / A. glutinosum	8.4.0	7'x4"
●		44	Canada Red Ch. Blackberry / Rubus virginicus	8.4.8	7'x4"
●		24	Cherokee Pear / Pyrus Ledyana	8.8.8	7'x4"
●		7	Eastern Cotonwood / Populus alba	8.8.8	7'x4"
●		24	Memphis Ash / Fraxinus michauxiana	8.8.8	7'x4"
●		24	Spring Snow Elm / Ulmus glaberrimus	8.8.8	7'x4"
○	SHRUBS	22	Hoop Pine / Podocarpus neriifolia	8.8.8	6-10"
□	ORNLAND COVERS	203.000 #	100% Fescue / Festuca arvensis		
■		800 #	12' Englemann's Spruce / Picea engelmannii		
■		240.000 #	100% Fescue / Festuca arvensis		
■		10.000 #	Woodchuck		

THIS DOCUMENT IS RELEASED FOR THE INFORMATION OF THE PUBLIC. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

SEVERAL BUILDING COMPANY
BEAUFORTAINE PHASES 3-4
LANDSCAPE PLAN

DESIGNED BY: [Signature]
DATE: 01/27/2015

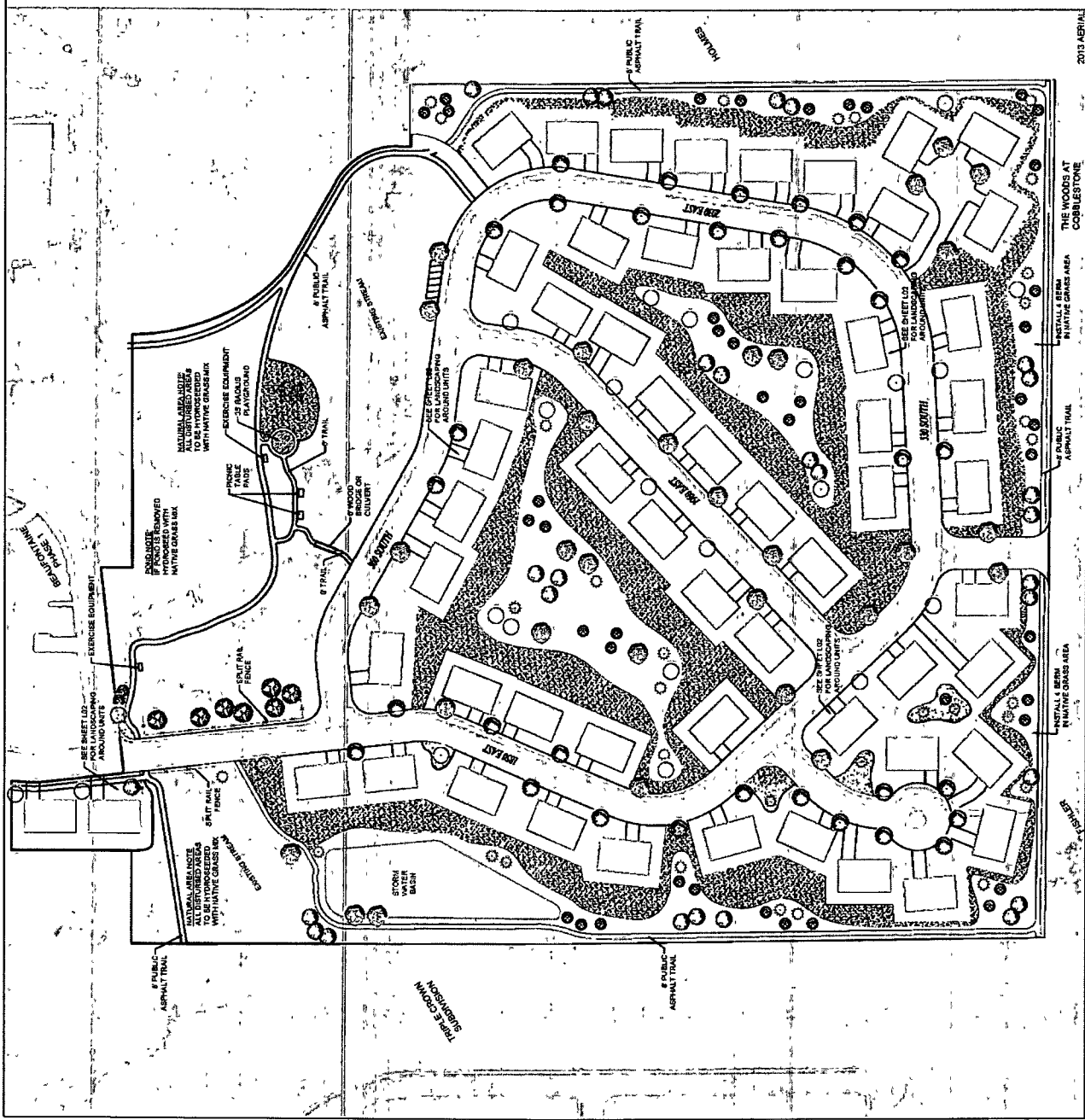
LANDSCAPE NOTES

1. REFER TO THE FOLLOWING SHEETS FOR LANDSCAPE NOTES:
 - SHEET 100 - 100' x 100' PLANTER
 - SHEET 100 - 100' x 100' PLANTER
 - SHEET 100 - 100' x 100' PLANTER

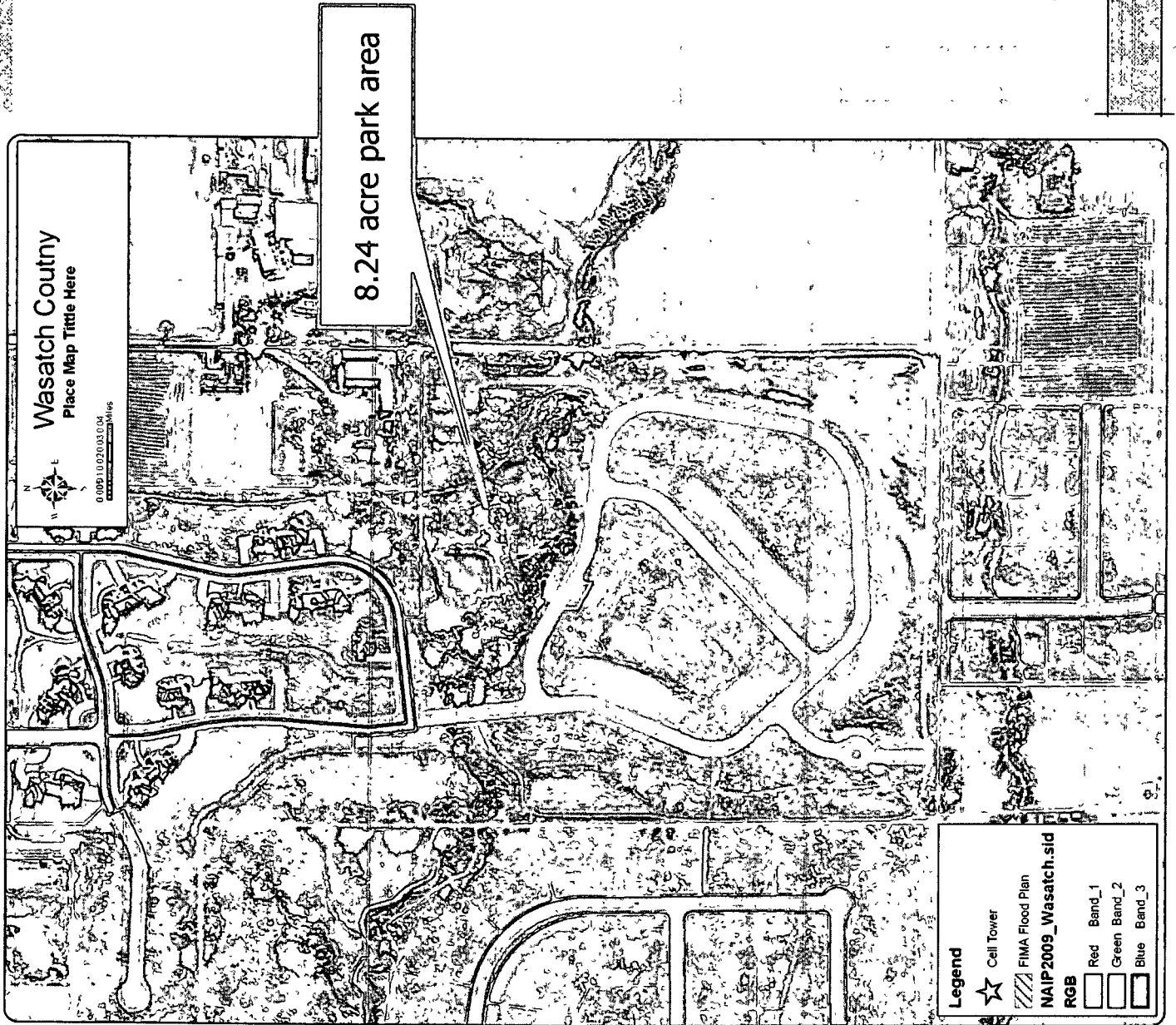
2. INSTALL 4" DIA. PLANTER BOLLARDS PER DETAIL ON SHEET 100.

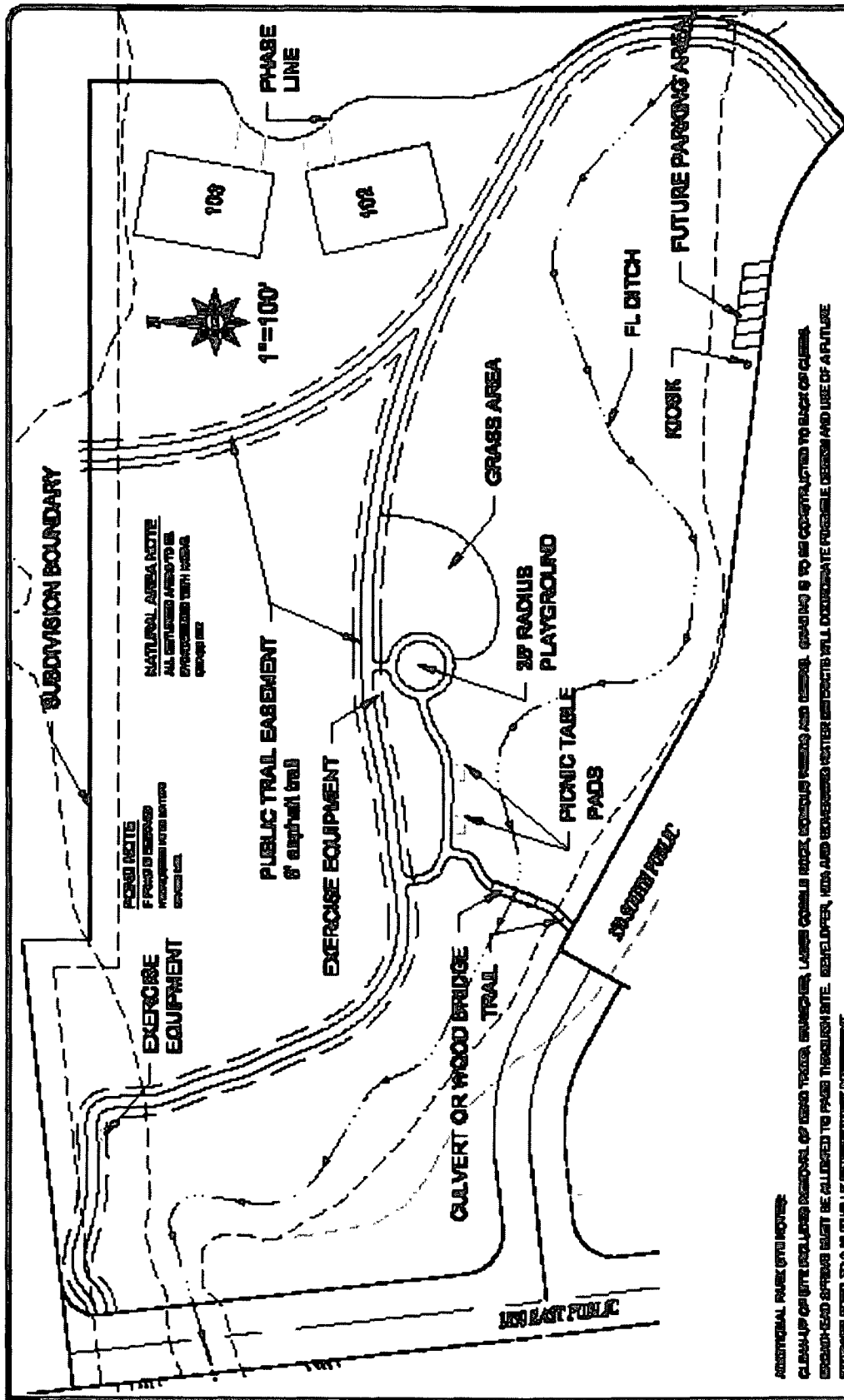
3. INSTALL 4" DIA. PLANTER BOLLARDS PER DETAIL ON SHEET 100.

4. INSTALL 4" DIA. PLANTER BOLLARDS PER DETAIL ON SHEET 100.



7/27/2015



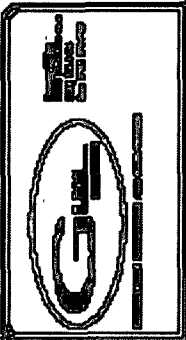


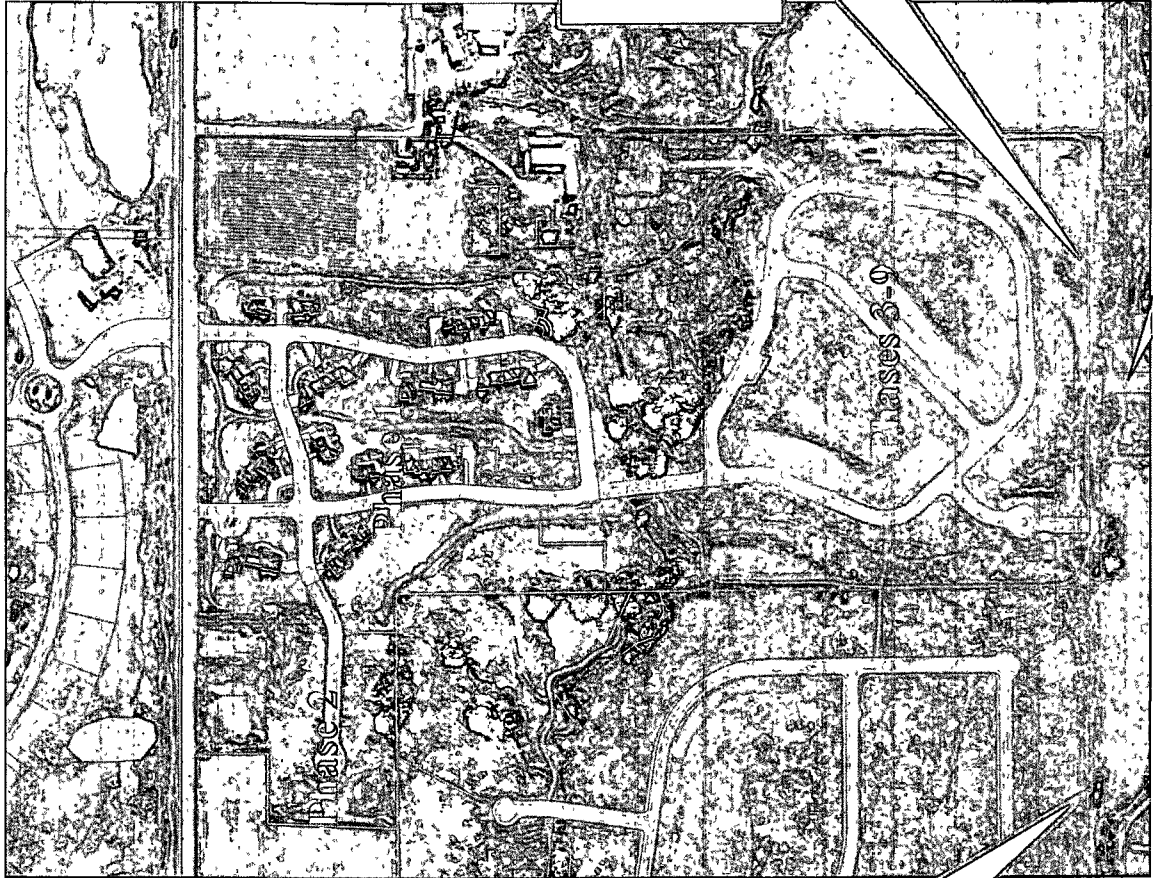
ADDITIONAL PUBLIC UTILITIES:
 CULVERT OR HOOD BRIDGE TRAIL
 EXERCISE EQUIPMENT
 EXERCISE EQUIPMENT
 PUBLIC TRAIL EASEMENT 8' asphalt trail
 EXERCISE EQUIPMENT
 20' RADIUS PLAYGROUND
 PICNIC TABLE PADS
 GRASS AREA
 FL DITCH
 KIOSK
 FUTURE PARKING AREA
 USE EAST PUBLIC

PAGE 1
ATTACHED
OPEN SPACE EXHIBIT

EXHIBIT C (SCHEDULE D)

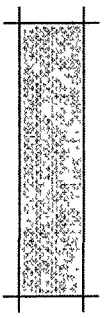
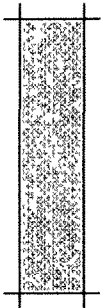
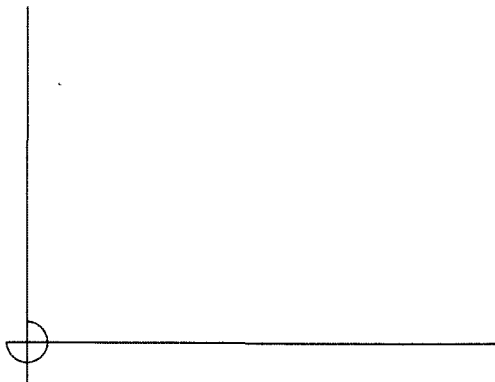
LOCATED IN THE SOUTHWEST QUARTER, SECTION 4,
 TOWNSHIP 4 NORTH, RANGE 9 EAST, SALT LAKE BASE AND MERIDIAN
 (40) SOUTH HILL ROAD WALKER COUNTY, UTAH

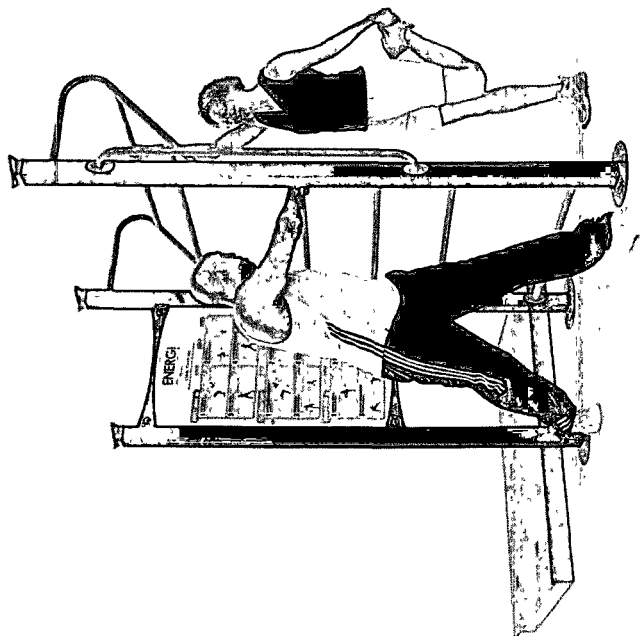
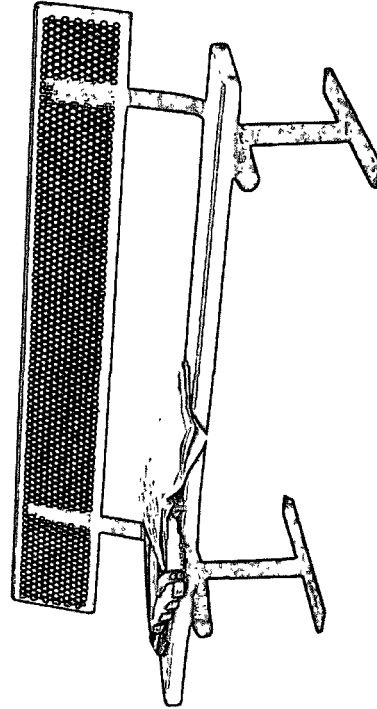
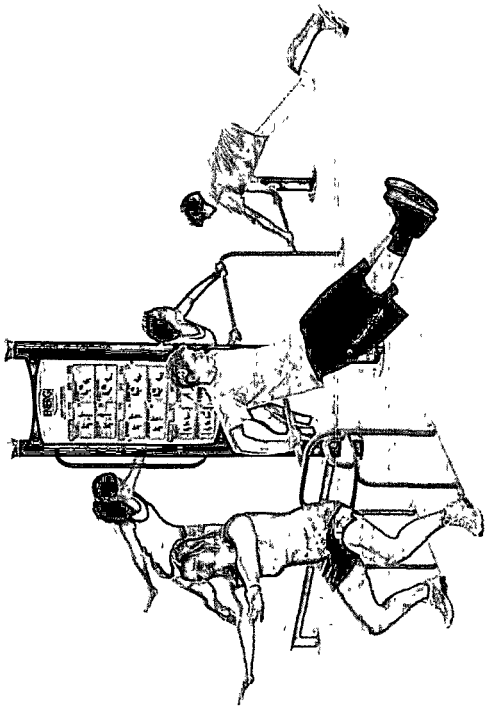




\$95,000 Cash
escrow for
completion of south
side of 600 South

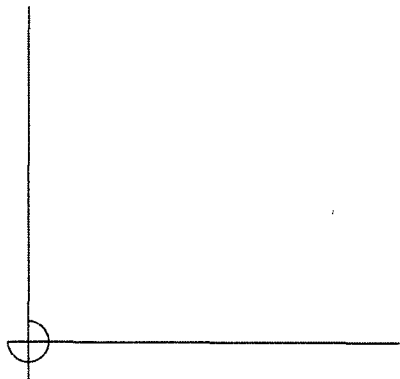
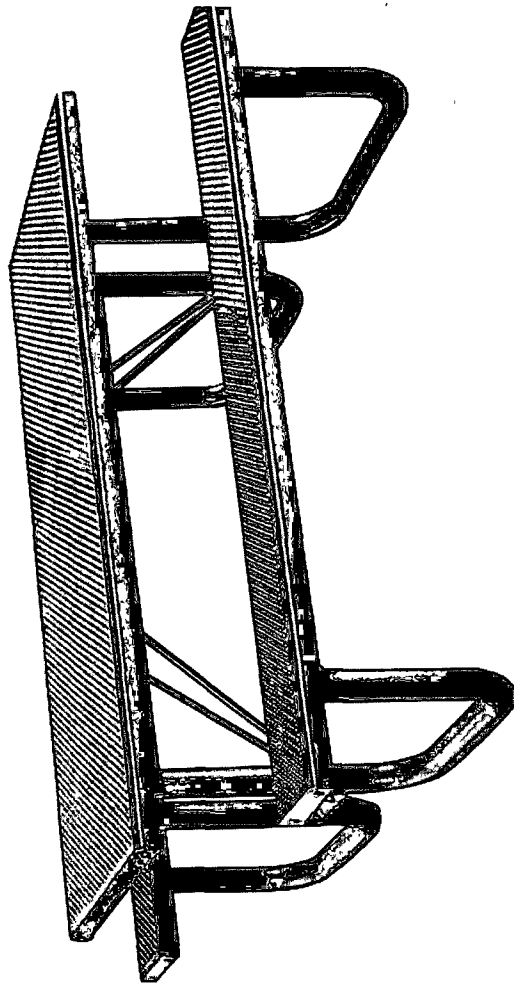
\$158,000 cash
escrow for
northeast half of
600 South





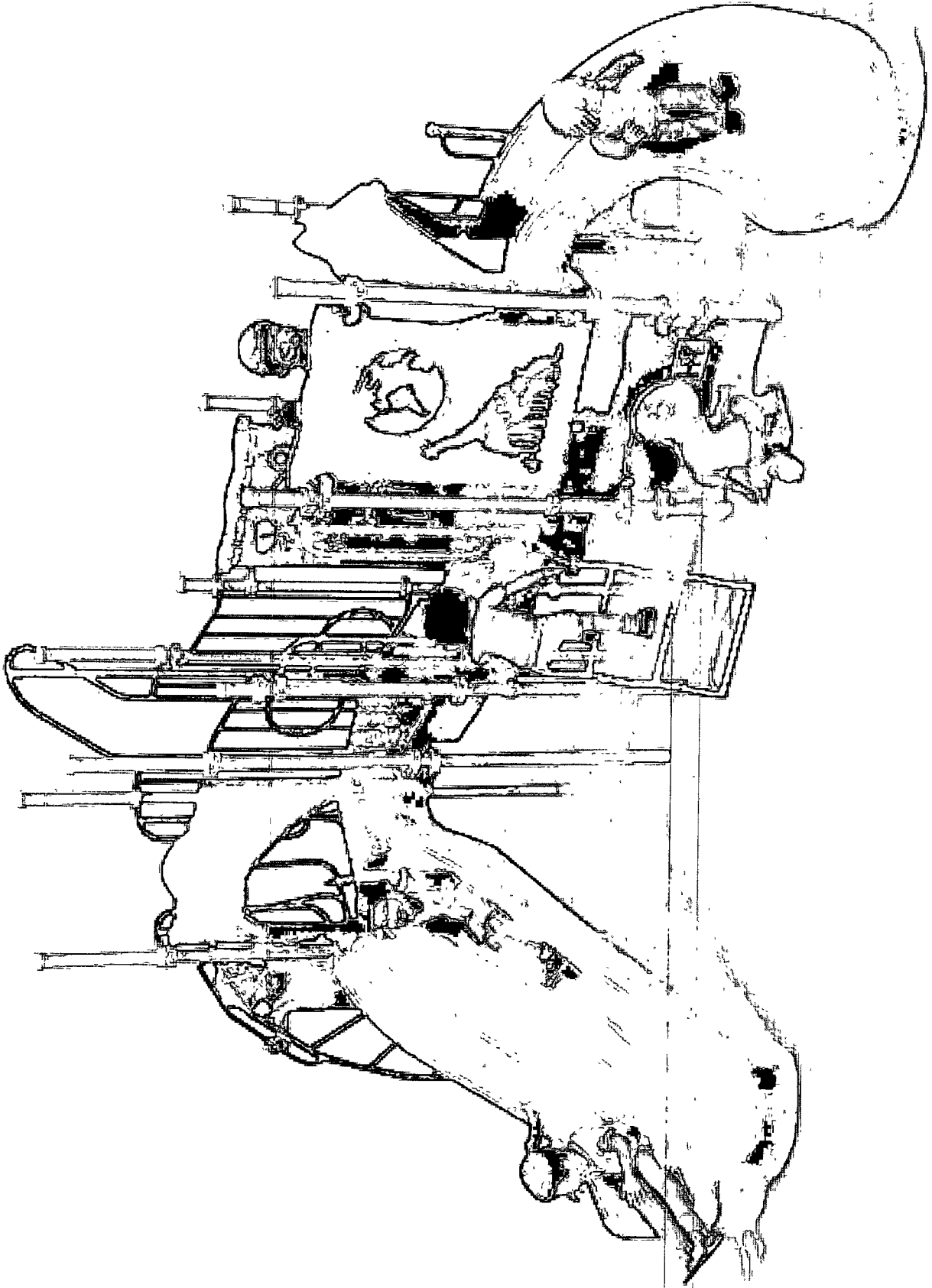
7/27/2015

Page 101



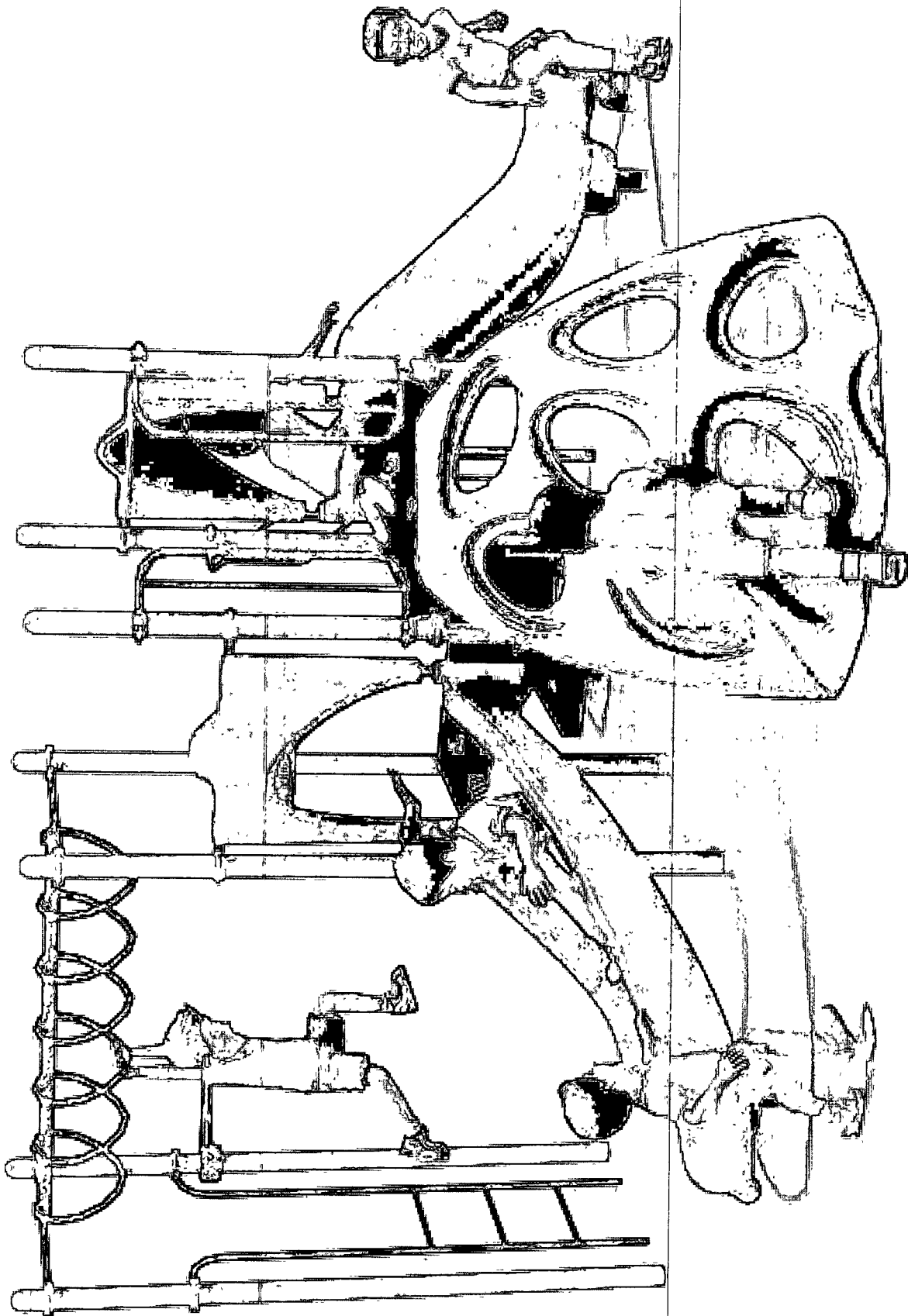
7/27/2015

Page 102



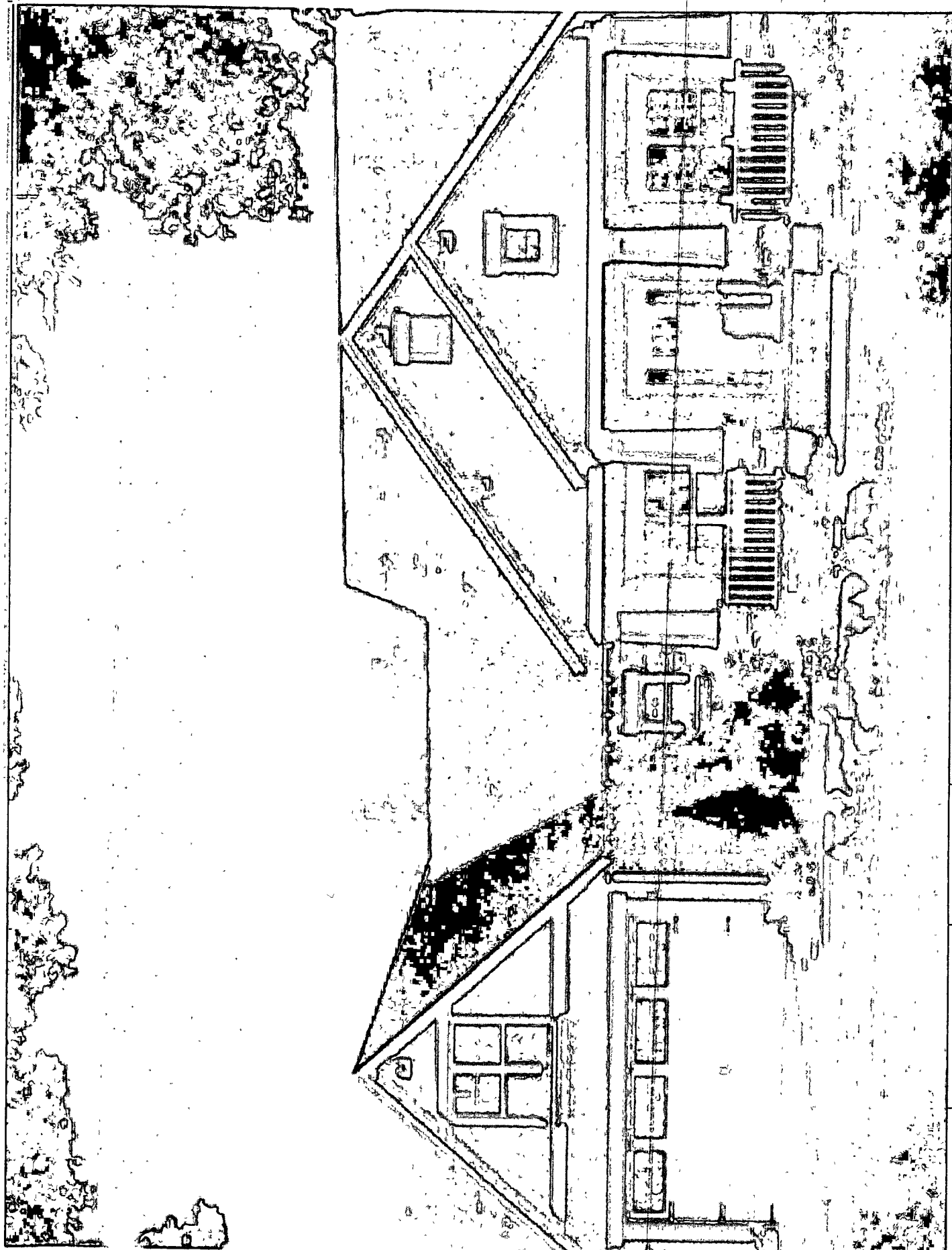
7/27/2015

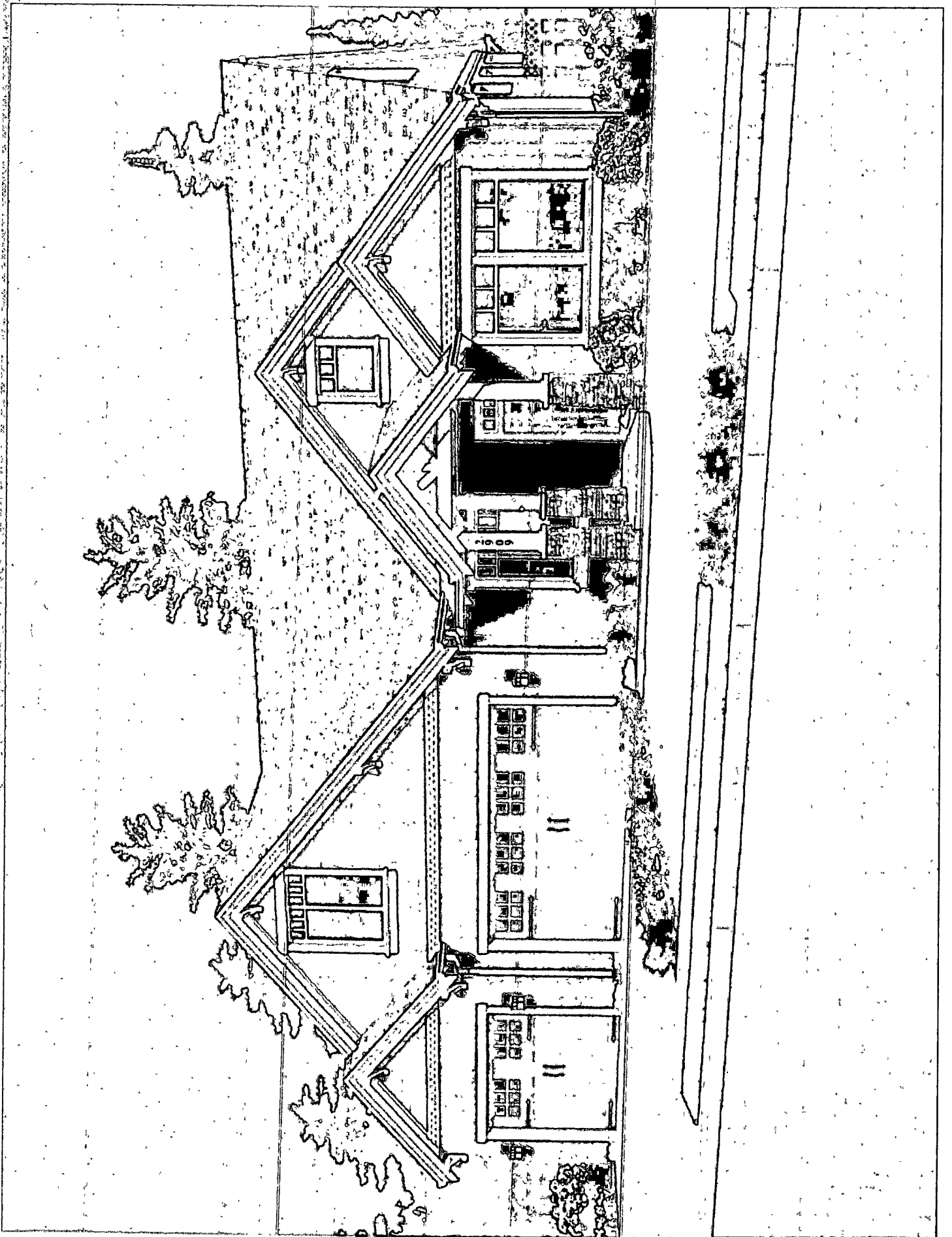
Page 103

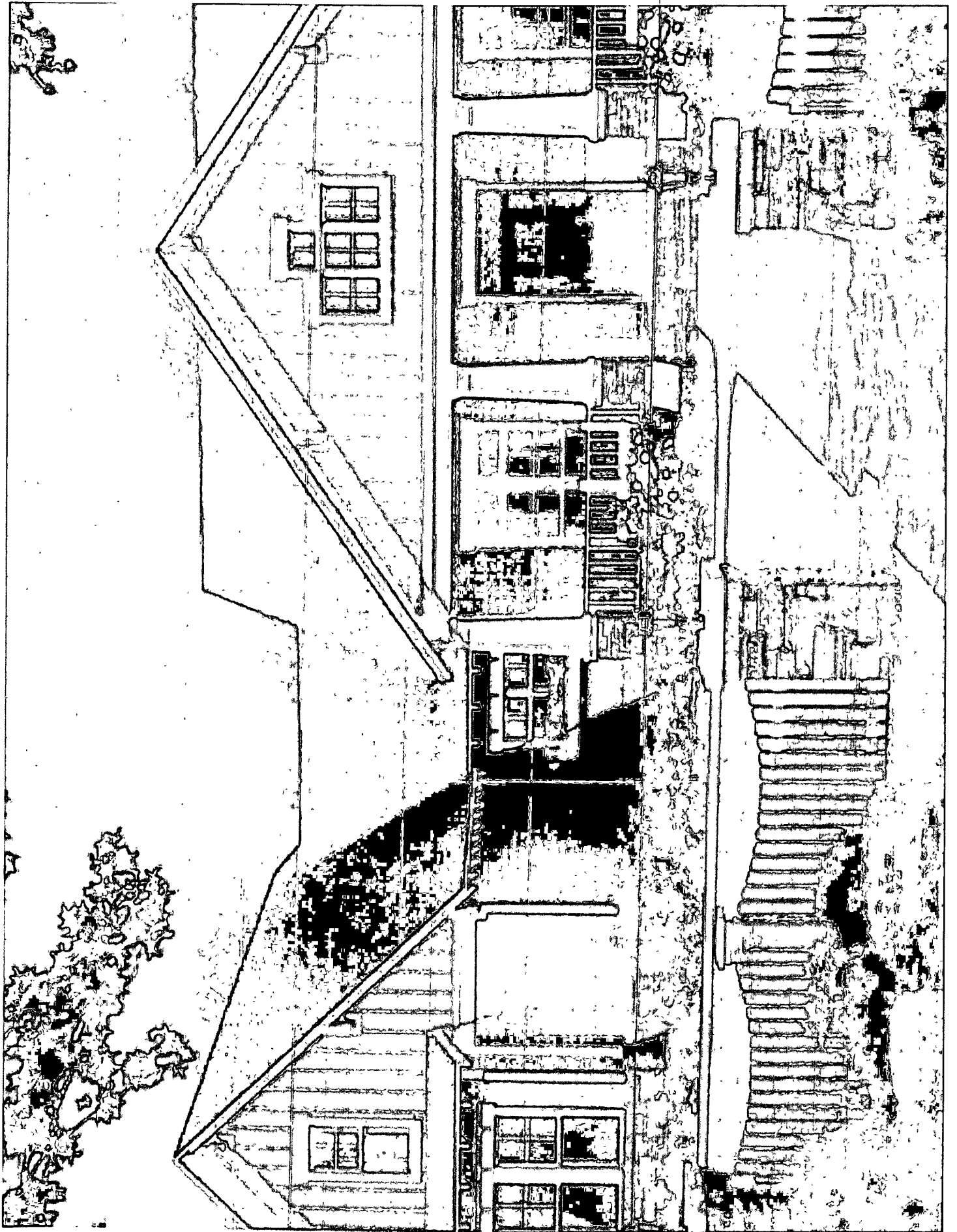


7/27/2015

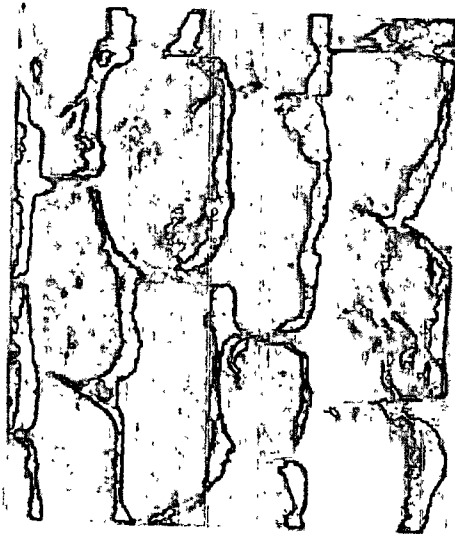
Page 104





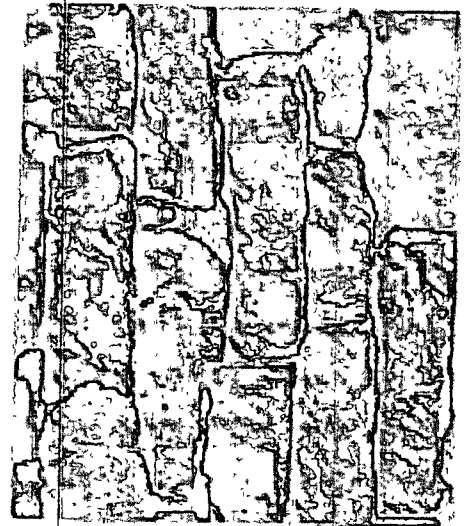
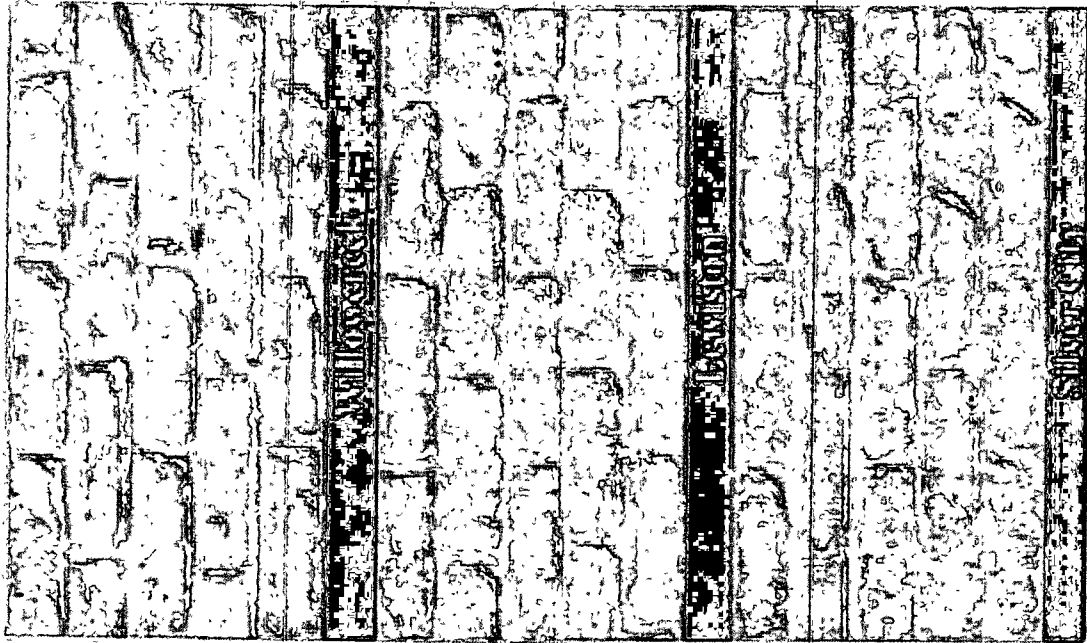


BEAUFONTAINE PHASE 1 & 2
CORDONADO STONE
VILLA STONE - FRENCH COUNTRY



VERONA

BEAUFONTAINE PHASE 1 & 2
INTERSTATE BRICK
FRONIER SERIES

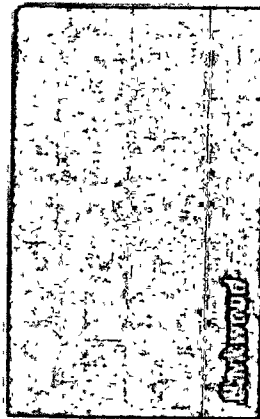


CHAGLIS

7/27/2015

BEAUFONTAINE PHASE 1 & 2
ROOFING MATERIALS

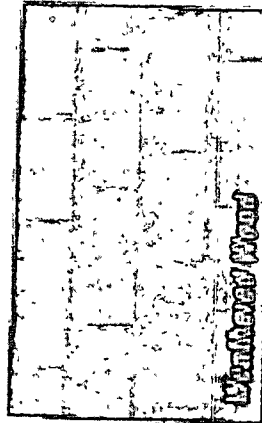
TIMBERLINE HD



Timberline HD



Timberline HD



Timberline HD



Timberline HD

BEAUFONTAINE PHASE 1 & 2
CORDONADO STONE
VELLA STONE-TUSCAN



Cordonado Stone



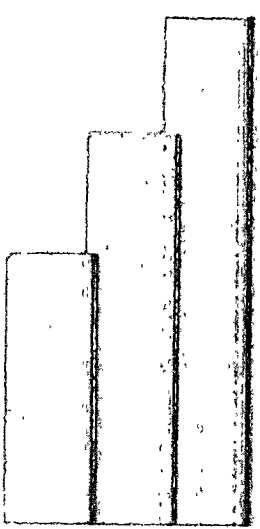
Vella Stone-Tuscan



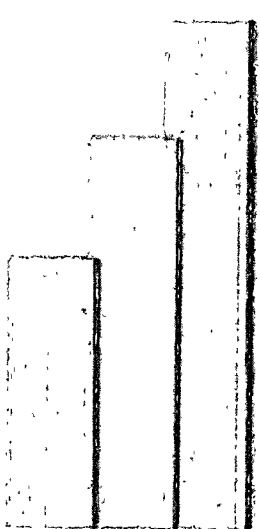
Prairie Moss

Hardy-plank, Cemi - Plank color options

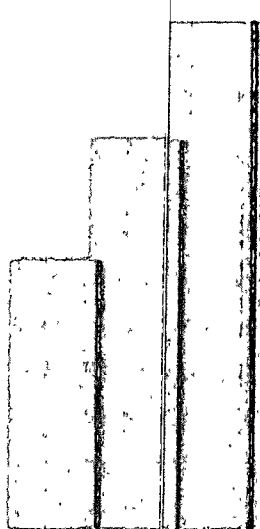
Beaded Cedar Woodland Cream



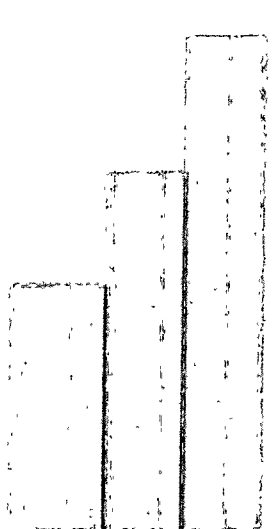
Beaded Cedar Sail Cloth



Beaded Cedar Navajo



Colonial Smooth Soft Green



Select Cedar Navajo



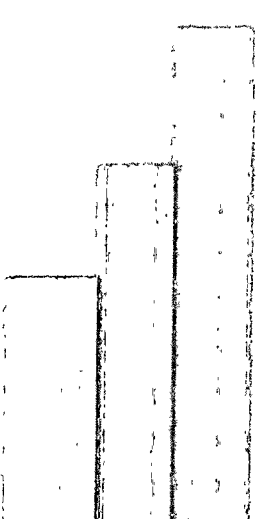
Smooth Cedar Beaded



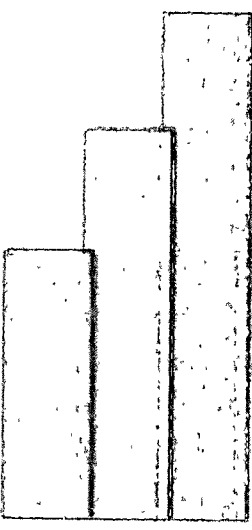
Smooth Cedar Cobblestone



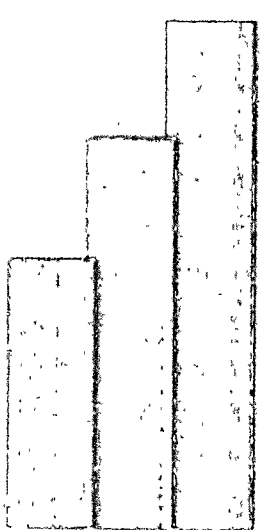
Smooth Cedar Navajo Beige



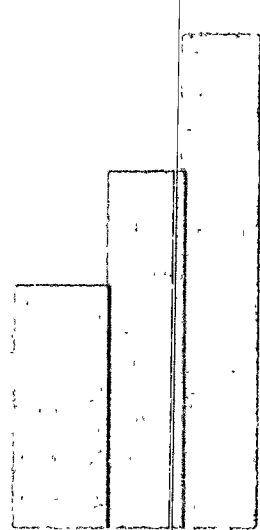
Smooth Cedar Beaded Sandstone



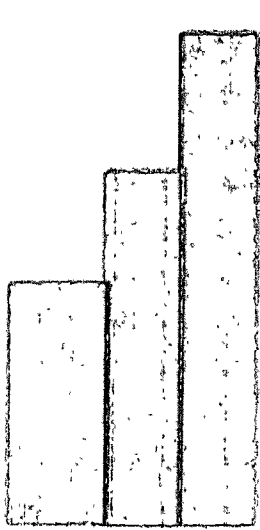
Beaded Smooth



Smooth Cedar Sandstone

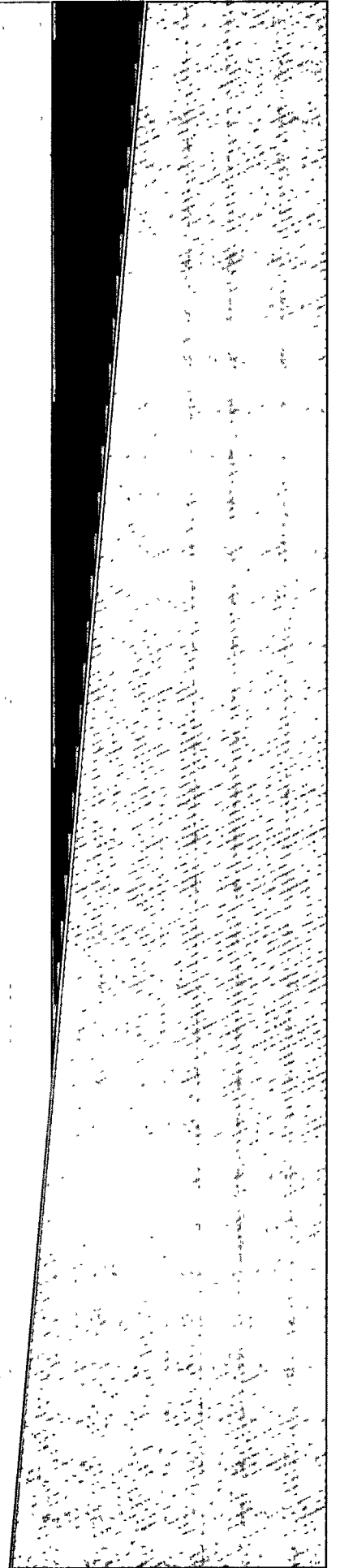


Select Cedar Heathered Moss

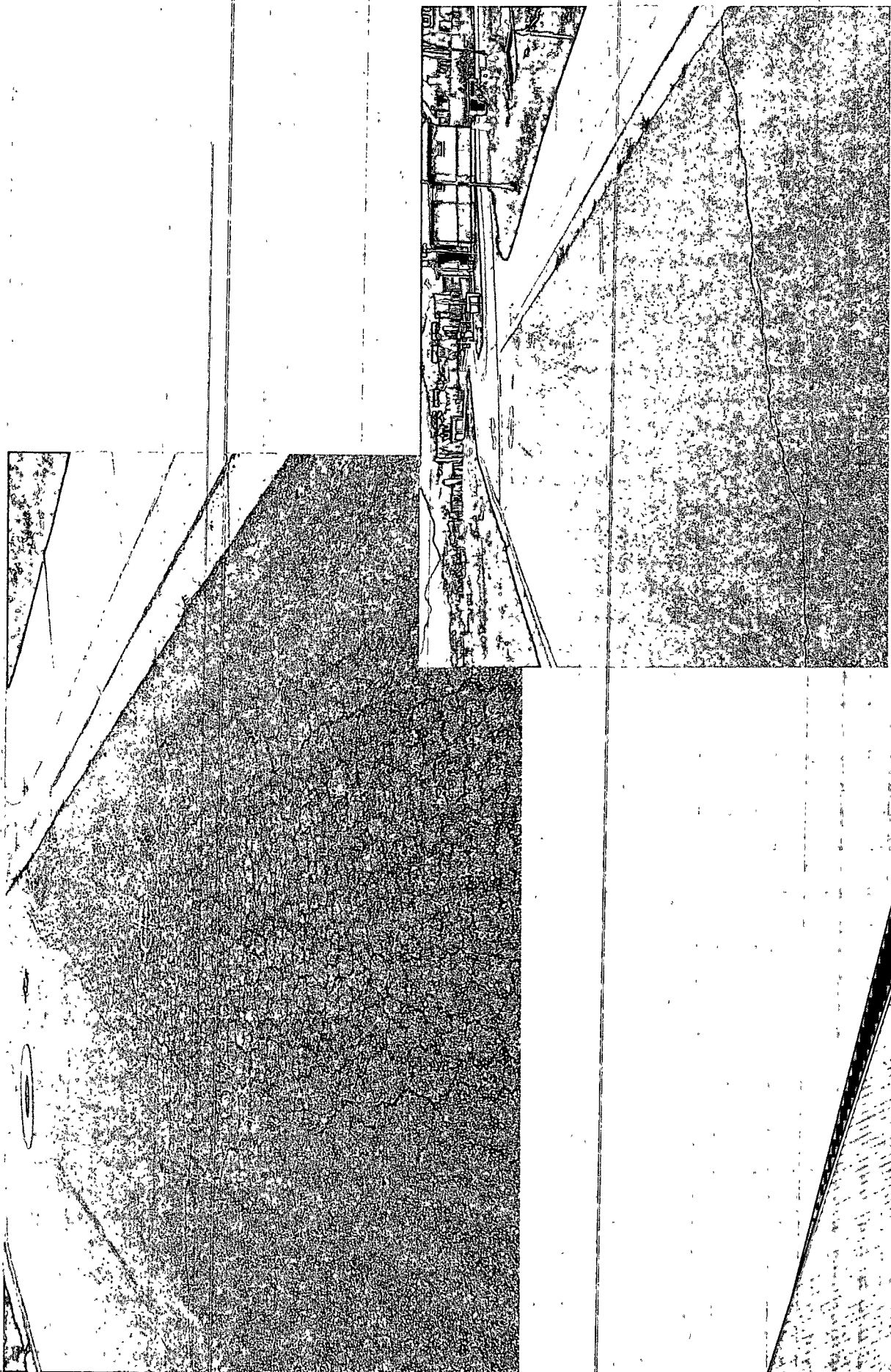


BEAUFONTAINE

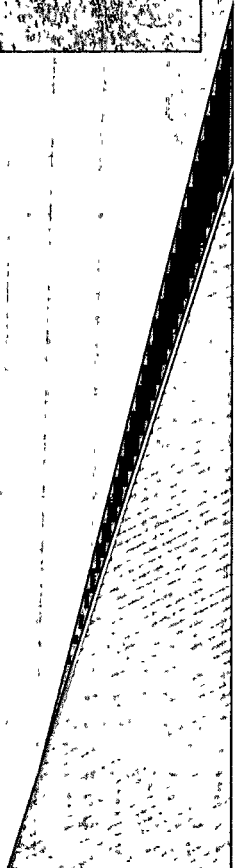
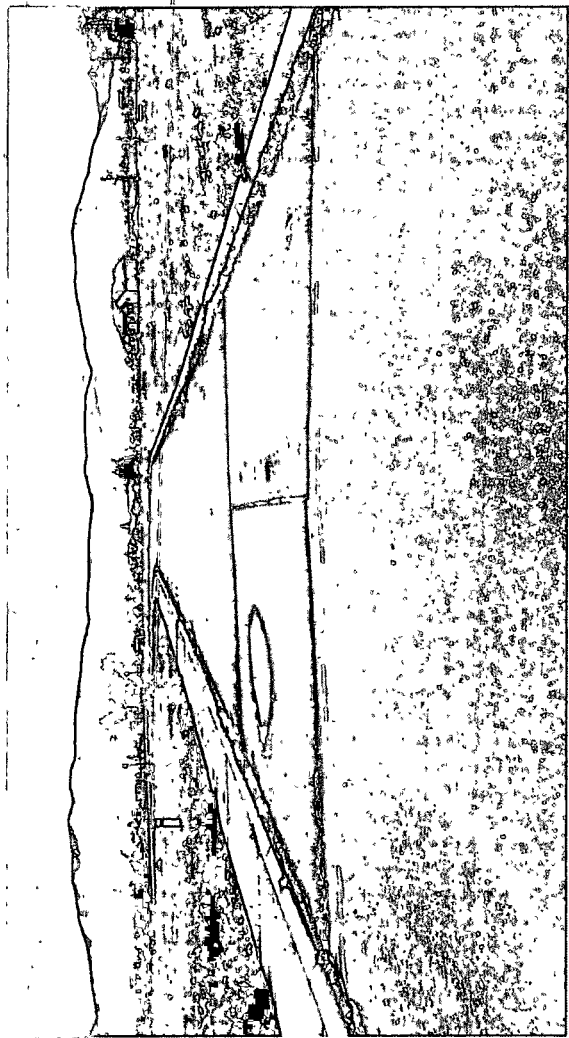
PHASES 3-8



Beaufontaine Phases 3-8



Beaufontaine Phases 3-8

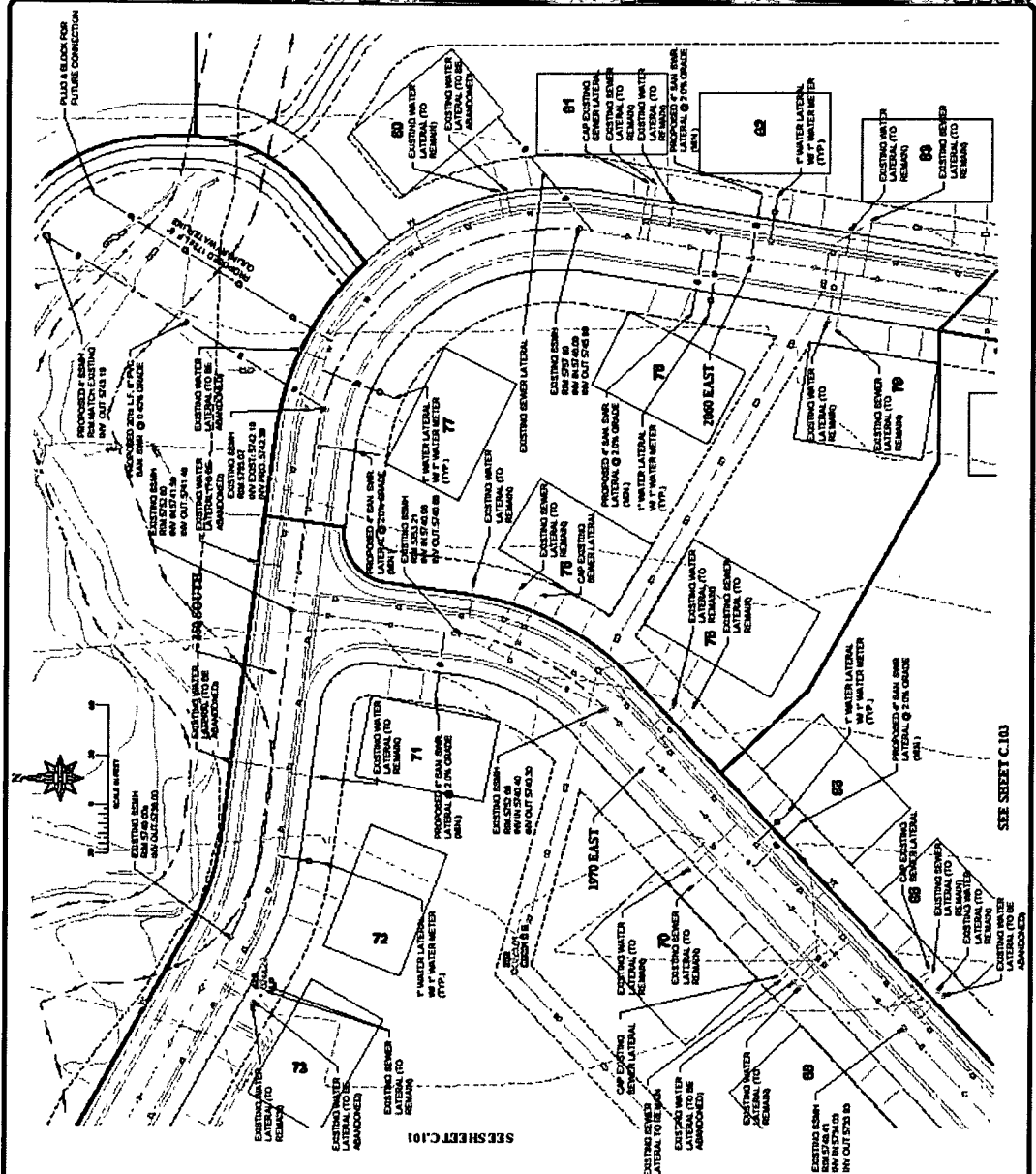


Beaufontaine Phases 3-8 (trails to be rebuilt)



Beaufontaine Phases 3-8



NOTES:
 1. ALL AMMOUNDED BENEATH LATERALS MUST HAVE THE FOLLOWING INFORMATION: DATE, LOCATION, AND TYPE OF LATERAL.
 2. ALL WATER SERVICE LINES LONGER THAN 10 FEET SHOULD BE INSTALLED WITH 1" PIPE DUE TO FRICTION LOSS.
 3. ALL WATER SERVICE LINES THAT ARE AMMOUNDED SHOULD HAVE A FORD NILE COMPRESSION ADAPTOR THREADED WITH 1/2" NPT.
 4. CONTRACTOR TO LOCATE ALL EXISTING METER BOXES AND REMOVE DEBRIS ACCUMULATED THEREIN.
 5. INSTALL SEWER CLEANOUTS EVERY 50 FEET.
 6. 4" DOLLAR.
 7. 1" THICK ASPHALT.
 8. 6" BENCH OF ROAD BASE.
 9. SEE SHEET C-101.
 10. SEE SHEET C-103.
 11. FIRE ACCESS TRAIL DETAIL.

DRC Sign Off for Planning Commission Items

(Without each individual signature recommending the item can go forward, items will not be advertised)

Name of Proposal: Beaufontaine at Spring Lake - Phases 3-8 **Type of Approval:** Final

Date of intended Planning Commission Meeting: May 14, 2015

By signing this sheet you are stating that according to the requirements of your department, this item is ready for whatever approval is listed above. The County Manager signs last. A signature does not necessarily mean that your item will be on the final Planning Commission agenda. Applicable departments must have a recommendation for approval or items may be continued.

Health Department: Tracy Richardson

Comments: Twin Creeks Sewer and Water

Engineering: Michael Davis

Comments: ok

Recorder: Liz Palmier

Comments: Need to add common area to the plat subject to the notes. Please put phase 3 and 7 separate plats, or rename phase.

Fire: Clint Neerings

Comments: Fire District approval

Water Resources: Steve Farrell

Comments: No additional water requirements

Public Works: Kent J. Berg

Comments: Andy Dahmen's comments

- 89 has to be a minimum of 20' wide
- The shared driveway for home sites 87, 88, and 89 has to be a minimum of 20' wide
- They need details on how they plan to stub services to phase 9
- They don't show where they intend to cross the roads with the irrigation lines

Engineering permits and bonds needed.

7/27/2015

Please address these items.

JSSD/Twin Creeks/North Village: Darrel Scow
Comments: OK

Building Department: Robert McDonald
Comments: No comment

GIS/Addressing: Ivan Spencer
Comments Addressing has been assigned.

Sheriff: Todd I. Bonner
Comments: None

Surveyor: James Kaiserman
Comments: No comment

Planning/Trails: Doug Smith
Comments: A staff report will be provided for the Planning Commission meeting.

Housing Authority: Wasatch County Housing Authority
Comments: Affordable housing issues have been addressed for this development.

Jeffery M Bradshaw
Executive Director

Manager: Michael Davis
Comments: ok

Assessor:
Comments: Any land currently on Greenbelt to be utilized for this project, will need to pay off Roll Back taxes prior to Plat Recording.

Outside Emails were Sent"

Possible Findings:

- o The County Council granted a 39% density bonus out of a possible 50% density bonus for up to 104 units however the applicant is not doing the Energy Star certification which staff feels was a 3% portion of the density bonus.
- o The applicant will need to go to the County Council for a determination on the density.
- o One additional unit has been added to the south side due to a water line issue in phase 1.
- o There is a negative fiscal impact to the county of \$140,615 per year.
- o In staff's opinion the drawings are not to the standard that they need to be for a final approval. There are inconsistencies between plans and things that are missing. See the engineers report as well.

RECOMMENDED CONDITIONS:

1. The 3% density bonus for the Energy Star (that is no longer proposed) will need to be determined by the County Council. The Planning Commission ~~should make a recommendation on this. This is scheduled to go to the Council on May 20th for a determination.~~
2. An address table is provided but must be on the recorded plats.
3. A cross section for the trail plan and other improvements (benches, kiosk) must be in the construction drawings not just in the Development Agreement. (done)
4. The Phase 5 plat does not have the 20' public trail easement designated. This must be added to the plat. (corrected)
5. The phase 6 plat designates the public trail at 10' other plats have it as 20'. This needs to be changed on the plat. (corrected)
6. The escrow for the landscaping must be to the County not the HOA on a phase-by-phase basis with each plat recording. The escrow for each phase must cover the landscaping for that phase and a cost estimate submitted with each phase. (agreed)
7. The trail stubs in phase 1 (at the north east and northwest corners) shown on the plat have never been addressed but have been asked for repeatedly. This should be noted in the DA and escrow held until completed. (agreed)

WASATCH COUNTY
Wasatch County Planning Staff Report
May 14, 2015

ITEM: 7

Aimtec Group, representative for Silverado Partners, is requesting final plat approval for Beaufontaine phases 3-8. The proposal includes a total of 63 detached single family homes. The proposal is located at 70 South 1800 East on the South side of Lake Creek and south of phase 1 in Section 4, Township 4 South, Range 5 East in the RA-1 zoning district.

PROJECT SUMMARY:

1. 42.65 acres (phases 3- 8)
2. 26.19 acres or 60% open space (phase 3-8)
3. Zoned RA-1
4. 58 units (phases 3-8)
5. Project will have sewer and culinary water from the Twin Creeks SSD
6. The County Council in 2011 granted a density of 104 units overall on the 99 acres.
7. The 104 units included a bonus for LEED/Energy Star (Leadership in Energy & Environmental Design) certification. The applicant has determined that they will not do the LEED/Energy Star certification. The Council did not specify the bonus awarded for the LEED/Energy Star certification which could have been up to a 5% bonus.

BACKGROUND:

This request originally received final approval in 2006. The roads have all been built based on the 2006 approved plan. Plats were never recorded for phase 3 and approvals expired. The original proposal included a mixture of mostly attached townhomes. The new application is for all detached homes and will use all the existing roads but new laterals will have to be installed. The proposal was processed as a Planned Performance Development which means they can earn up to 1.5 eru's per acre by providing public benefits and meeting other guidelines in the code. Density was allowed for 104 units. The property is located on the south side of Lake Creek Road at approximately 1600 East across from the Red Ledges main entrance.

Units range in size from 1,800 to 2,108 square feet. The property is zoned RA (Residential Agricultural) and is within the Twin Creeks Special Service District. Twin Creeks SSD will provide water and sewer.

The roads are proposed to be public. The roads are built to a 26' standard, which was the road standard at the time of approval, they do not meet today's 30' asphalt width requirement. It was determined during the 2011 approvals that the 26' road standard was acceptable.

This applicant has committed to dedicate a 30' half width for 600 South, which is on the south portion of the development, as well as escrow and build some of the improvements. Property has been dedicated and cash escrows are in place for this project, Triple Crown and The Woods at Cobblestone to complete their portions of 600 South this construction should be coordinated.

Planning Commission Staff Report
May 14, 2015
Item 7, Page 2

There is an existing HOA that is maintaining phase one and soon will be maintaining phase 2. It is important to have their buy-off so the proposal is consistent and does not create a maintenance and liability problem for the HOA once the developer is finished.

ANALYSIS:

Changes since revised preliminary - Since the revised preliminary approval in 2011 was granted several modifications to the plan have been made: The applicant is proposing 5' fenced in the rear yard areas which would be considered "limited" common area, an additional unit has been added to this portion of the development because of a loss of one unit in phase 1 due to a water line easement, House footprint sizes have gone down, the playground has been moved to the larger park area between phase 1 and 3, the Energy Star certification has been dropped from their density bonus calculations and a private driveway accessing three units has been removed.

Density- As mentioned the County Council granted a density of up to 104 units based on performance in a number of areas with a 39% density bonus from a base density of 75 units. The County Council did not elaborate on individual bonuses for each category. Staff made a recommendation of a 3% density bonus for being Energy Star certified. If 3% is subtracted and a 36% density bonus is used it allows for up to 102 units.

Soils reports/geotechnical – The report states that; "groundwater was encountered at 6-8 feet below the existing surface. If basements are planned the lowest floor slab elevations should be kept at least 3' above the groundwater and foundation drains should be constructed. There should be a note on the plat regarding this.

Trails/sidewalks- Trails are also required to stub into property lines on the southwest and southeast corners, along the creek and into the phase 1 and phase two trails. This must be shown on the plans and included in the cost estimate for the escrow. The periphery trail system as well as the trail along the creek is public and will need to be shown and labeled "public" on every plat within the 20' easement. Several of the plats do not have the trail labeled as public. It is especially important that the trail along the creek ties into the dirt road existing in Triple Crown which is also a public trail. The developer will need to work with Ivory so that this lines up. An effort should be made to be at least 20' from the public trails. The trail in phase 1 needs to stub into the northeast property line for a future trail connection. Escrow should be held to ensure this is done.

Streets – The applicant has shown on the drawings a dedication of 30' for the 600 South half width as well as showing a future stub into 600 South. The applicant will also need to provide a cost estimate and escrow for the improvements for 600 South similar to what the two developments on the west and south of Beaufontaine have done.

The County Council, in their April 6th 2011 meeting, agreed to allow the roads to be public with the following requirements; fix all the problems to County satisfaction, 2-year warranty period, new slurry seal for whole development, no on street parking with signage stating such and a connection to Cobblestone that was supposed to be completed within a 1-year period to complete

all improvements including the connection to Cobblestone with an option for a possible 1-year extension, escrow the money for 6th South.

Fencing – The proposed 5' fencing is a wrought iron fence and will be approved by the HOA on a case by case basis. There will need to be a fence agreement with the property owner to the east and southwest (Holmes and Fishler). This will need to be signed and provided for the file.

Architecture – The developer has provided renderings for the units. They are Craftsman Style units that will be utilized in phases 3 -8 (Exterior 1 is 1820 SF, Exterior 2 is 2108 SF and Exterior 3 is 1800 SF); with approved, brick, stone and shingle materials and colors similar to phase 1 as approved by the HOA. All of the siding is a cement base hardy-plank siding (no aluminum or vinyl siding). The requirement is for a minimum of 15% coverage of brick or stone; colors are "earth tone". The renderings should be approved by the architectural committee.

Fiscal analysis – The fiscal analysis has been run and there is a net loss to the County of \$140,615 per year.

Open Space – Open space has decreased from the original preliminary plan for these phases. It was initially 74.5%. The proposal now is 60%. The proposal still complies with the code but staff feels that the proposal could leave blocky remnants if the fencing plans are approved to allow the maximum fenced in area.

Landscaping – Along the future 600 South boundary the developer should incorporate some type of berming in combination with the landscaping to create a buffer. Contours are not shown on the landscape plan. There needs to be more detail especially for the park area including contours. It appears that the trail is going into the pond area. If this area is hydro seeded escrow money will not be released until a uniform stand has grown and the HOA signs off on it. Currently there are a lot of rocks and boulders, dead trees and debris. Detail will need to be provided showing how this area will be cleaned up, leveled and seeded. An escrow will be required to ensure landscaping is installed prior to plat recording. Fitness areas should also be shown on the landscape plan and identified.

Playground area - The applicant has agreed to install some type of playground in the open space area by the creek. Based on the average family size for Wasatch County (3.55 persons per family) there could be 100 children in the south portion of the development alone. Access to this including a bridge detail and some type of weed barrier, bark mulch and curbing needs to be shown on a detail and bonded for with an engineer's cost estimate.

Street lights – There are street lights in phases 2-9 but it is not known if the correct number has been installed as per the original plan or if they are operational. The new code will be required. Lights will need to be retrofitted with LED lights and the cut-off as per 16.21.16.

Below is the section of the code regarding LEED certification. During the approval process it was determined that Energy Star certification was more appropriate, staff recommended a 3% density bonus:

FINDINGS:

- The County Council granted a 39% density bonus out of a possible 50% density bonus for up to 104 units however the applicant is not doing the Energy Star certification which staff feels was a 3% portion of the density bonus.
- The applicant will need to go to the County Council for a determination on the density.
- One additional unit has been added to the south side due to a water line issue in phase 1.
- There is a negative fiscal impact to the county of \$140,615 per year.
- In staff's opinion the drawings are not to the standard that they need to be for a final approval. There are inconsistencies between plans and things that are missing. See the engineers report as well.

ALTERNATIVE ACTIONS:

1. Continuance. Final approvals do not typically have conditions or only several minor conditions. This action can be taken if the Planning Commission requires that conditions be addressed prior to approval.
2. Recommendation for conditional approval. This action can be taken if the Planning Commission is convinced that the outstanding issues can be resolved with the recommended conditions listed.
3. Recommendation for denial. This action can be taken if the Planning Commission feels that the application does not meet the intent of the ordinance.

RECOMMENDED CONDITIONS:

1. The 3% density bonus for the Energy Star (that is no longer proposed) will need to be determined by the County Council. The Planning Commission should make a recommendation on this.
2. An address table is provided but must be on the recorded plats.
3. A cross section for the trail plan and other improvements (benches, kiosk) must be in the construction drawings not just in the Development Agreement.
4. The Phase 5 plat does not have the 20' public trail easement designated. This must be added to the plat.
5. The phase 6 plat designates the public trail at 10' other plats have it as 20'. This needs to be changed on the plat.
6. The escrow for the landscaping must be to the County not the HOA on a phase-by-phase basis with each plat recording. The escrow for each phase must cover the landscaping for that phase and a cost estimate submitted with each phase.
7. The trail stubs in phase 1 (at the north east and northwest corners) shown on the plat have never been addressed but have been asked for repeatedly. This should be noted in the DA and escrow held until completed.

To: County Council

From: Planning Department

Date: June 12, 2015

Re: Beaufontaine amended density determination

The property is located on the south side of Lake Creek Road at approximately 1600 East across from the Red Ledges main entrance. This request originally received final approval in 2006. The roads have all been built based on the 2006 approved plan. Plats were never recorded for phase 3 and approvals expired. The original proposal included a mixture of mostly attached townhomes. The new application is for all detached homes and will use all the existing roads and some new laterals will have to be installed. The proposal was processed as a Planned Performance Development which means it could have earned up to 1.5 eru's per acre by providing public benefits and meeting other guidelines in the code.

The County Council granted a density of up to 104 units based on performance in a number of areas with a 39% density bonus from a base density of 75 units. The density bonus awarded by the Council included the commitment by the applicant to have each unit Energy Star compliant. After reviewing the requirements to become Energy Star compliant the applicant determined that they could not or would not meet the criteria.

The County Council did not elaborate on individual bonuses for each category. Staff made a recommendation of a 3% density bonus for being Energy Star certified homes. If 3% is subtracted and a 36% density bonus is used it allows for up to 102 units losing two units.

Below is a portion of the density bonus section (16.29.15) of the code regarding LEED certification or "other comparable design standards". During the approval process it was determined that Energy Star certification was more appropriate, staff recommended a 3% density bonus the code allows for up to a 5% bonus:

PROJECT SUMMARY:

1. 42.65 acres (phases 3- 8)
2. 26.19 acres or 60% open space (phase 3-8)
3. Zoned RA-1
4. 58 units (phases 3-8)
5. Project will have sewer and culinary water from the Twin Creeks SSD
6. The County Council in 2011 granted a density of 104 units overall on the 75 acres.

Bonus Density

TROZ

Use of LEED or other comparable design standards¹²

0 - 5%

12. Use of LEED (leadership in energy and environmental design) design standards allows the developer to demonstrate to the planning commission and legislative body conformance with the desired LEED certification level for bonus points. Points may be

Beaufontaine
Revised Density Determination
Pg. 2

awarded based upon compliance with levels such as: a) silver; b) gold; or c) platinum as established by the national LEED certification board.

Enclosures:

May 18, 2011 County Council Minutes on Density determination
May 14, 2015 Report of Action from the Planning Commission
June 12, 2015 letter from Aimtec (applicant)
Section 16.18.04 of the County code
Exhibit "I" bonus density chart
Landscape plan