

[BEAUFONTAINE AT SPRING LAKE]
DEVELOPMENT AGREEMENT

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This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 200__, by and between First Choice Communities Development Group, LLC _____, Utah limited liability company (hereinafter called "Developer"), and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

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. 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. Developer has requested approval to develop the real property described in Exhibit A as a planned residential development consisting of ninety-nine (99) Equivalent Residential Units or lots (hereinafter referred to as "ERUs"), together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as Beaufontaine at Spring Lake and is more particularly described in a Plat on file with the Wasatch County Recorder, which Plat is incorporated by reference herein.
- D. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) eliminate uncertainty in planning and guide the orderly development of the Property consistent with the County General Plan, the County Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate significant environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) provide for the preservation of substantial permanent open space; (5) make provision for trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services

appropriate to the development of the Property are provided; (8) provide affordable housing; (9) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; and (10) otherwise achieve the goals and purposes of the County and Developer.

- E. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below).
- F. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body. A condition of final approval of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all phases or plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- G. On December 30, 2002, following a duly noticed public hearing, the County Legislative Body granted final approval to Developer, subject to Developer entering into this Agreement.
- H. By developing the Project in accordance with this Agreement, the Project shall be in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County.
- I. Each Party acknowledges that it is entering into this Agreement voluntarily.

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:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty-five (25) years. Unless otherwise agreed between the County and Developer, Developer's vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. No easements, maintenance requirements, or other agreements intended to run with the land shall expire.

Section 2. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it in this section.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Approval Date" shall mean the date set forth in Recital G of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" shall mean Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County, adopted December 10, 2001.

"Current Approvals" shall have the meaning set forth in Recital F of this Agreement.

"Developer" shall have that meaning set forth in the preamble, and shall include Developer's successors in interest and assigns.

"Director" shall mean the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

“Home Owners’ Association” means the Beaufontaine at Spring Lake Home Owners’ Association, a non-profit corporation formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations transferred to it by Developer.

"Planning Commission" shall mean the Wasatch County Planning Commission.

“Project” shall mean the Property and the development on the Property which is the subject of this Agreement, including all phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

“Project Improvements” shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

“Property” shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer

(a) ***Generally***. The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) ***Conditions to Current Approvals***. Developer shall comply with all of the following Conditions to Current Approvals:

- (1) ***Compliance With Conditions Imposed By County***: Developer agrees to comply with any and all conditions imposed by the Planning Commission or the County Legislative Body during the permitting and approval process as set forth in the official minutes of the County Planning Commission and County Legislative Body.
- (2) ***Payment of Administrative Fees***: Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (3) ***Payment of Impact Fees***: Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the

County Legislative Body, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.

- (4) **Affordable Housing:** To comply with the County Affordable Housing Ordinance, Developer will enter into and agree to be bound by a separate Affordable Housing Agreement, dated as of the Effective Date of this Agreement and recorded in the office of the Wasatch County Recorder. The Affordable Housing Agreement shall be attached hereto as Exhibit B.
- (5) **Special Service District Fees, and Charges:** The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit C and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	Twin Creeks Special Service District
Irrigation Water	Lake Creek Irrigation Company
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	Twin Creeks Special Service District

Developer agrees to pay any and all fees imposed by the District in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.

- (6) **Construction of Project Improvements:** All Project Improvements within each phase of the Project shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that phase except landscaping and amenities.
- (7) **Phasing:** Unless otherwise stated herein, Developer may in his or her discretion develop the Project in phases. In developing each phase, Developer shall ensure the logical extension of the Project Improvements through each phase and throughout the Project, all in conformance with the requirements of this Agreement, the Applicable Law, and the requirements imposed by the County Planning Commission and County Legislative Body.
- (8) **Construction and Maintenance of Recreational Facilities:** Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the following schedule:

Recreational Facility	Date of Substantial
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	Completion
Clubhouse (possibly including pool)	Upon final buildout of units
Possible volleyball and tennis courts	Upon final buildout of units
Trails	Concurrent with each phase

Developer shall maintain the above-described recreation facilities in all respects. This obligation may be transferred to the Home Owner's Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

(9) **Maintenance of Open Space and Trails:** Developer has granted to the County an open space easement attached hereto as Exhibit D and incorporated by reference herein. Developer has also reserved certain portions of the Project as trails detailed in the Trail Plan attached hereto as Exhibit E and incorporated by reference herein. Developer shall be responsible to maintain the open space and trails in all respects, including but not limited landscaping, irrigation, and weed control. This obligation shall be transferred by written agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the open space and trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

(10) **Detention pond maintenance:** All detention ponds will remain the property and responsibility of the owner/developer who receives the initial permit for development of the property. The owner/developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. Ownership and the responsibility of inspecting, maintaining, and repairing detention ponds shall be transferred by written agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event

Developer or the Home Owners' Association fails to maintain the detention ponds, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

Inspection: Inspect detention pond for erosion and any changes after every major storm event but at least monthly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion.

Regular maintenance

- Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit
- Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.
- Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.
- Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.
- Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river (exceptions may be made for the use of mosquito pesticides).
- Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.
- Do not place yard waste such as leaves, grass clippings or brush in ponds.

Annual Maintenance

Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

Architectural Renderings and Landscape Plan: Developer has submitted to the County the Architectural Renderings attached hereto as Exhibit F

and incorporated by reference herein. These Architectural Renderings shall guide future development of the Project. Developer has also submitted to the County and agrees to be bound by the Landscape Plan attached hereto as Exhibit G and incorporated by reference herein.

11. The developer and later the HOA, once the transfer has taken place, will be responsible for weed control for the detention pond and trail according to Title 12.02.01 of the Wasatch County Code.
12. Developer shall as part of the phase 2 approval dedicate 30' for the future 600 South extension as well as provide the stub street into 600 South.
13. Developer shall maintain all roads in all respects including snow removal.

Bonding:

- a. *Performance Bonds and Warranty Bonds.* Developer shall post performance and warranty bonds in relation to the Project. The bonds shall conform to the requirements of section 16.27.18 of the Wasatch County Code.
- b. *Maintenance Bonds.* Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County in an amount equal to the annual maintenance expense for open space, trails, and recreational facilities within the Project. If Developer transfers these obligations by written agreement to the Home Owners' Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owners' Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the open space, trails, and recreational facilities.

3.2 Obligations of the County.

(a) **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) **Conditions to Current Approvals.** The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement and

in the official minutes of the County Planning Commission and County Legislative Body, unless agreed to in writing by the Parties.

(c) **Acceptance of Project Improvements.** The County agrees to accept all Project improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Wasatch County Building and Engineering Department reviews and approves the plans for any Project improvements prior to construction; (2) Developer permits Wasatch County Building and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the Wasatch County Building and Engineering Department; and (5) the Project improvements pass a final inspection by the Wasatch County Building and Engineering Department. In the case of open space, landscaping, and public trails, the Planning Department will perform the reviews, approvals, and inspections described above.

(d) **Additional Obligations of the County.**

1. Developer agrees to work with the County (Public Works, Planning) to determine an acceptable trash removal plan.
2. List Additional Obligations]
3. [List Additional Obligations]

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) **Generally.** As of the Effective Date of this Agreement, Developer shall have the vested right to develop the Property in accordance with this Agreement and Applicable Law.

(b) **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its

progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 Applicable Law.

(a) **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the County Legislative Body granted preliminary approval to Developer. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent

prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) Termination. If the County elects to consider terminating this Agreement due to a material default of Developer, then the County shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the County Legislative Body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the County Legislative Body determines that a material default has occurred and is continuing and elects to terminate this Agreement, the County Legislative Body shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The County may thereafter pursue any and all remedies at law or equity.

6.2 Review by County

(a) Generally. The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the County Legislative Body finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

(c) Notice of Compliance. Within fifteen (15) days following any written request which Developer may make from time to time, the County shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

6.3 Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law.

6.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5 Annual Review.

Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the County's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

8.1 Creation of Home Owners' Association. Developer shall transfer certain maintenance and other obligations to the Home Owners' Association. The Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. When the developer transfers Developer's maintenance obligations to the Home Owners' Association, Developer shall do so by written transfer agreement approved by the County. Obligations may not be transferred until the following obligations are met:

1. Improvements are installed and accepted by the County.
2. The Home Owners Association is fully operational and capable of maintaining transferred maintenance obligations.

Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project. Until such time as the Project Improvements described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement;

(3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

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

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

11.7 Covenants Running with the Land.

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement.

The County may look to Developer, the Home Owners' Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open

space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- (b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.
- (c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

AL MICKELSEN
Director
Wasatch County Administration Building
188 South Main Street
Heber City, UT 84032

With Copies to:

THOMAS L. LOW
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

If to Developer:

MATTHEW GREENE
Manager
First Choice Communities Development Group, LLC
5949 West 11850 North
Highland, UT 84003

With Copies to:

Jones, Waldo, Holbrook & McDonough, P.C.
Attn: Susan B. Peterson
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101

Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B - Affordable Housing Agreement

Exhibit C - Will Serve Letters

Exhibit D - Open Space Easement

Exhibit E - Trail Plan

Exhibit F - Architectural Renderings

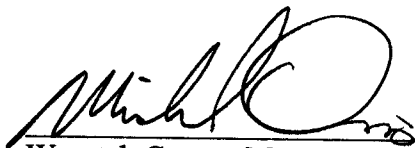
Exhibit G - Landscape Plan

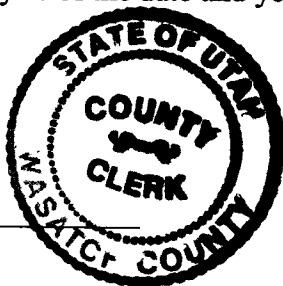
Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

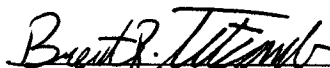
IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:


Wasatch County Manager




Attest:

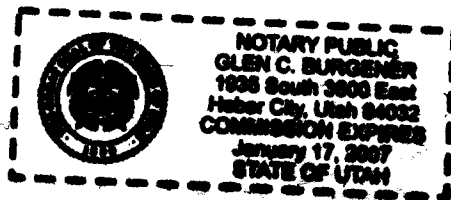

BRENT TITCOMB,
Wasatch County Clerk
Auditor

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of Aug., 2006, by Michael Davis who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Auditor.


NOTARY PUBLIC
Residing at: Heber UT

My Commission Expires:
1/17/07



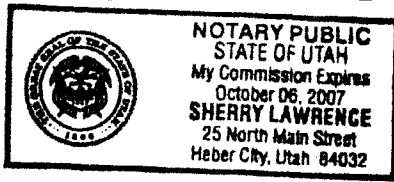
First Choice Communities Development Group, LLC

By: Matthew Greene

Matthew Greene
Matthew Greene - Manager

STATE OF UTAH)
:SS
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me this 1st day of August, 2006, by Matt Greene, who executed the foregoing instrument in his capacity as the Manager of Developer, a Utah LLC.



Sherry Lawrence
NOTARY PUBLIC
Residing at: Wasatch County

My Commission Expires:

Oct. 06, 2007

EXHIBIT A

_____ DEVELOPMENT AGREEMENT

[Legal Description of Property]

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 & MERIDIAN; THENCE SOUTH 00°00'00" WEST 1182.21 FEET; THENCE SOUTH 89°54'38" WEST 356.87 FEET; THENCE NORTH 00°00'00" EAST 48.47 FEET; THENCE SOUTH 83°29'08" WEST 319.66 FEET; THENCE NORTH 06°30'52" WEST 120.12 FEET; THENCE 33.34 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°54'59" (CHORD BEARS: NORTH 01°03'22" WEST 33.29 FEET); THENCE NORTH 04°24'07" EAST 21.90 FEET; THENCE NORTH 90°00'00" WEST 106.71 FEET; THENCE SOUTH 00°00'00" WEST 186.67 FEET; THENCE NORTH 90°00'00" WEST 143.63 FEET; THENCE NORTH 00°19'15" WEST 617.05 FEET; THENCE SOUTH 89°33'50" WEST 108.69 FEET; THENCE NORTH 00°00'00" WEST 146.21 FEET; THENCE 63.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°37'44" (CHORD BEARS: NORTH 73°07'42" EAST 62.67 FEET); THENCE NORTH 62°48'50" EAST 105.70 FEET; THENCE NORTH 27°11'10" WEST 50.00 FEET; THENCE 32.34 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°14'08" (CHORD BEARS: NORTH 66°55'54" EAST 32.31 FEET); THENCE NORTH 45°00'00" WEST 76.25 FEET; THENCE NORTH 00°18'44" WEST 243.85 FEET; THENCE S89°56'12"E 943.87 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,096,336 SQ.FT. 25.17 ACRES

Ent 306060 Bk 0882 Pg 0021

EXHIBIT B

DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

Wasatch County Housing Authority



June 6, 2006

Ent 306060 Bk 0882 Pg 0023

Doug Smith
Wasatch County Planning
188 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	10 ERUs x \$26,725 = \$267,250
Payments	\$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
Acting Director

EXHIBIT C

DEVELOPMENT AGREEMENT

[Will Serve Letters]

Ent 306060 Bk 0882 Pg 0024

Wasatch County Fire District
25 North Main Street
Heber City, Utah 84032
435-940-9636

November 5, 2001

Epic Engineering
Lake Creek Farms Subdivision

Fax # 435-654-6622

To Whom It May Concern:

I/We LEROY DENNIS / JACK RHODES, the undersigned, by my/our signature, agree that I/we will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the SPRINGSIDE VILLAGE subdivision.

ENGINEERING REP. [Signature]

The Wasatch County Fire District will furnish fire protection to this area only when the infrastructure of the subject subdivision has been completed in accordance with the Uniform Fire Code and all other Wasatch County ordinances adopted to date.

No construction of any structure will be permitted until all the requirements of the Uniform Fire Code have been met.

Dated this 15th day of Feb, 2001.

Wasatch County Fire District
[Signature]

1425 West 3100 South
West Valley, Utah 84119

February 14, 2002
To whom it may concern:

RE: Availability of Qwest Facilities.

This letter concerns the provision of telephone facilities for.
Development: Beaufontaine at Springlake, PUD – 100 units
Location: 1700 East Lake Creek Road
Heber City, Utah

Represented by: Paul E. Sims
Epic Engineering, P.C.
270 E. 300 North
Heber City, Utah 84032
Phone – 435/654-6600
Fax – 435/654-6622

Site plans for the above development have been presented to Qwest for review. Qwest Communications is a regulated public utility. If the developer elects to establish Qwest facilities within said development then service will be provided to the proposed development in accordance with the applicable tariffs on file with the Utah Public Service Commission.

If you have any questions regarding this matter, please contact me at (801) 974-8165.

Yours Truly,



DeAnne Powell
Design Engineer
Qwest



TWIN CREEKS SSD

25 NORTH MAIN
HEBER CITY, UTAH 84032

(435) 657-3244 Phone

(435) 654-0394 Fax

Located at: 55 South 500 East - Heber City, Utah 84032

Jack Rhodes,
Springside Villages

February 13, 2002

Twin Creeks Special Service District will serve the Springside Villages subdivision consisting of 99 ERUs located near 1700 East Lake Creek Road with culinary water service and wastewater collection service once you have completed all required infrastructure, including extending proper water and wastewater lines to the subdivision, and transferred the required water rights, 1/9 share of Lake Creek Irrigation Primary shares per lot or equivalent shares of Timpanogos water, and paid the necessary connection fees to the District as set forth by the District's current fee schedule.

The District looks forward to working with you on this project. If there are any questions, please contact me at the number above.

Thank You,

Del K Barney
Auditor
Twin Creeks SSD



Questar Gas Company
67 West Center Street
PO Box 39
Heber, UT 84032-0039
Tel 435 654 3600

Ent 306060 Bk 0882 Pg 0028

February 8, 2002

Epic Engineering, P.C.
Attn. Paul E. Sims
175 North Main, Suite 104
Heber, Utah 84032

RE: Springside Village

To: Whom It May Concern

Questar Gas Company is presently accepting applications for commercial and residential gas use renderable under the Company's firm rate schedule. Availability of gas and acceptance of applications are subject to the Questar Gas Tariff, on file with the Public Service Commission of the State of Utah, as the same may be amended from time to time.

Your application specifying the exact requirements for the above referenced project will be considered according to the applicable tariffs in the "Conditions of Service", a section of the Utah Natural Gas Tariff.

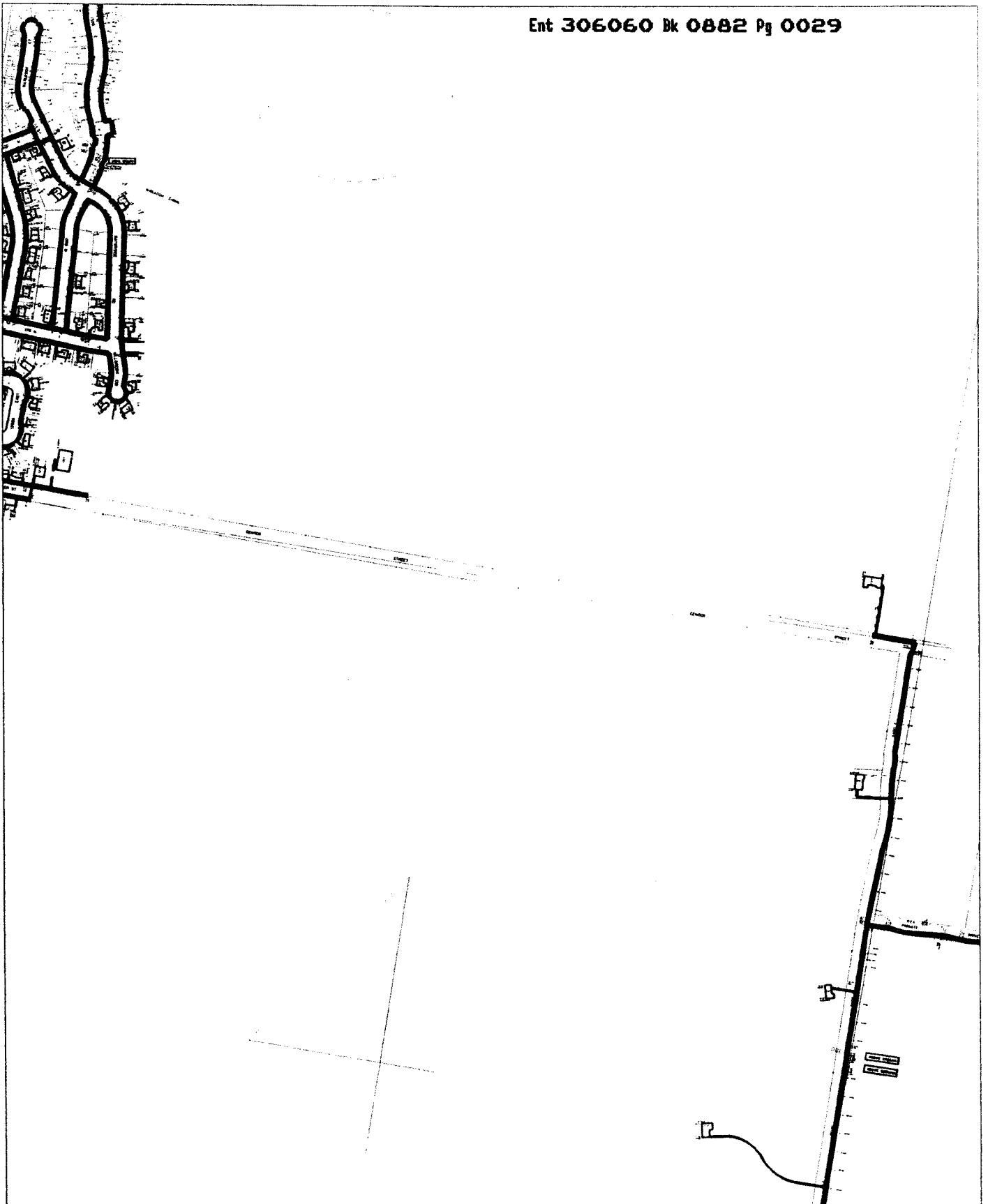
We are delighted that you are considering natural gas for your development and look forward to serving your energy needs. If I can be of further assistance or answer any questions you may have, please don't hesitate to call me.

Sincerely,

Jeffrey C. Hundley
Contract Specialist
435-654-6186

Official Natural Gas Supplier to the
2002 Olympic Winter Games



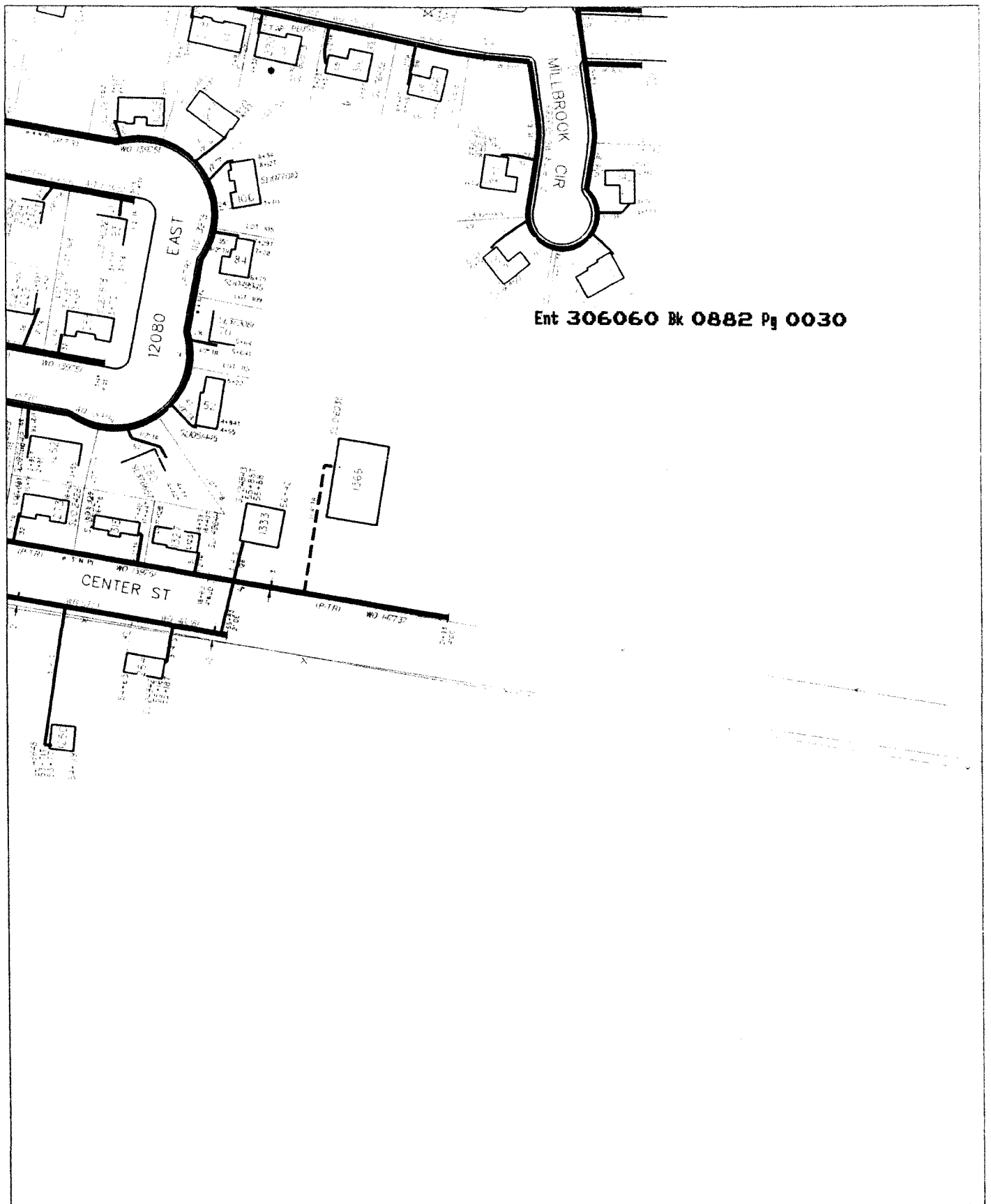


Date: 02/08/02

Scale: 1 in = 687.2 ft

QUESTAR GAS COMPANY

**FOR PLANNING PURPOSES ONLY. ALL LOCATIONS APPROXIMATE
CALL BLUE STAKES BEFORE DIGGING 1.800.662.4111 OR 532.5000**



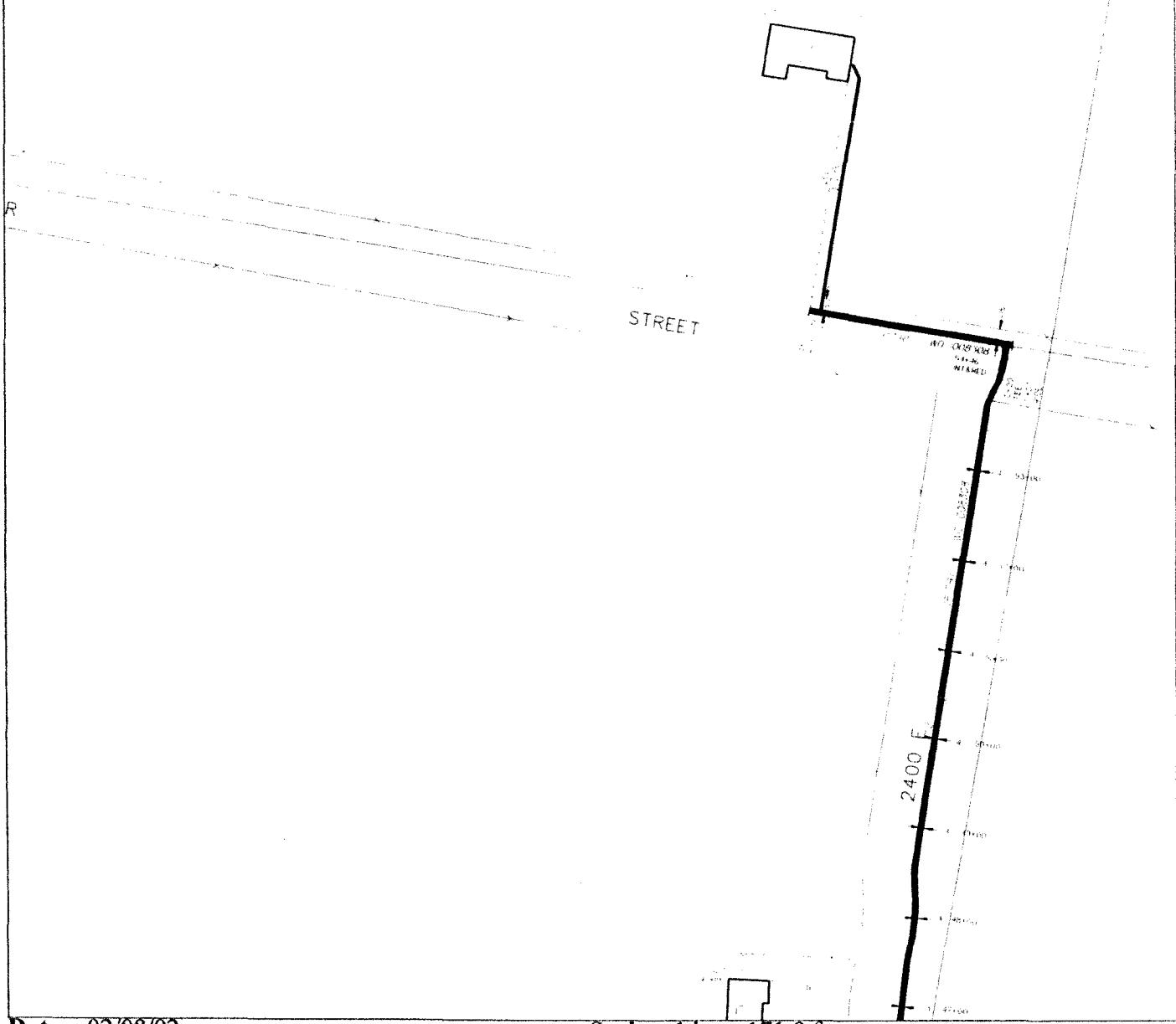
Ent 306060 Bk 0882 Pg 0030

Date: 02/08/02

Scale: 1 hu = 175.4 ft

QUESTAR GAS COMPANY

**FOR PLANNING PURPOSES ONLY. ALL LOCATIONS APPROXIMATE
CALL BLUE STAKES BEFORE DIGGING 1.800.662.4111 OR 532.5000**



Date: 02/08/02

Scale: 1 hu = 171.8 ft

QUESTAR GAS COMPANY
FOR PLANNING PURPOSES ONLY. ALL LOCATIONS APPROXIMATE
CALL BLUE STAKES BEFORE DIGGING 1.800.662.4111 OR 532.5000

WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211
BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LaREN PROVOST

RALPH L. DUKE

Ent 306060 Bk 0882 Pg 0032

February 5, 2002

EPIC Engineering, P.C.
Attention: Paul E. Sims
175 North main, Suite 104
Heber City, Utah 84032

Re: Refuse collection service for Springside Village

Dear Mr. Sims:

Wasatch County Solid Waste Disposal District currently collects refuse in the areas of Lake Creek Road. Since you didn't provide a subdivision map as you stated in your letter, I cannot completely guarantee curbside service. If the subdivision referenced is basically the same as Lake Creek Farms, Wild Mare Farms, etc. Curbside residential service is available. However if the referenced subdivision is condos, apartment, or PUD's curbside residential service will be unavailable, centrally located large containers will be available.

All residents of Wasatch County are required to have collection service. A setup fee must be paid at the time a building permit is issued.

If you have any further questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Valorie Cummings".

Valorie Cummings
Wasatch County Solid Waste Disposal District

CLERK / AUDITOR
BRENT R. TITCOMB

RECORDER
ELIZABETH M. PARCELL

SHERIFF
MIKE SPANOS

ASSESSOR
GLEN C. BURGNER

TREASURER
KAROLYN WALL

ATTORNEY
DEREK P. PULLAN

JUSTICE COURT JUDGE
BLAIN HYLTON

WASATCH COUNTY SCHOOL DISTRICT

301 South Main Street Heber City, UT 84032 PHONE (435) 654-0280

Ent 306060 Bk 0882 Pg 0033

February 5, 2002

Paul E. Sims
Epic Engineering, P.C.
175 North Main, Suite 104
Heber City, UT 84032

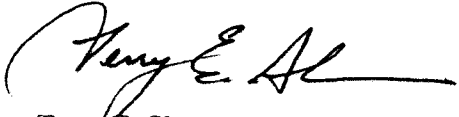
Dear Mr. Sims:

I am responding to your "will serve" request letter for the Springside Village located at approximately 1700 East Lake Creek Road, just East of Mill Road. At this point in time, we are able to indicate we will serve possible future residents of this area through our existing public school system.

We are aware that space for school sites are being considered by Wasatch County near your development. If the sites come to fulfillment, we will be able to serve the needs of students in that area as growth requires. In the meantime, we will provide educational service to the students of the Springside Village area in existing Wasatch School District schools.

Thank you for your notification on this project.

Sincerely,



Terry E. Shoemaker
Superintendent of Schools

tes/kp

cc: Ron Davis, School Board President

Ent 306060 Bk 0882 Pg 0034

Heber Light & Power Company

31 South 100 West Heber City, Utah 84032
435 654-1588 435 654-1682 fax



UTILITY - WILL SERVICE LETTER

February 5, 2002

To Whom It May Concern:

Re: Springside Village

Heber Light & Power will provide electrical services to the proposed development currently known as *Springside Village*, located on Lake Creek Road and approximately 1400 East, Heber City, Utah. Service will be provided under the provisions detailed by Heber Light & Power to the proposed developer. The date of installation will be determined by Heber Light & Power and Springside Village. No building permits should be issued until the power installation is completed.

Should you have any questions or require additional information, please contact Craig Broussard (801) 652-1996 or Troy Klungervik (435) 671-2251.

Sincerely,

Candy Mifflin
Office Manager

WASATCH COUNTY SCHOOL DISTRICT Facsimile Cover Sheet

Ent 306060 Bk 0882 Pg 0035

Total Pages (including this one): 2

Date: 2-5-02 Time: _____ Mountain Standard Time

Topic: Will Serve Letter

To: Paul Sims From: Terry Shoemaker

At: Epic Engineering Wasatch School Dist.

Fax No: _____ Fax No: 435-654-4714

Phone No: 435-654-0280

Comments:

WASATCH COUNTY SCHOOL DISTRICT

301 South Main Street, HEBER CITY, UT 84032 PHONE (435) 654-0280

Ent 306060 Bk 0882 Pg 0036

February 5, 2002

Paul E. Sims
Epic Engineering, P.C.
175 North Main, Suite 104
Heber City, UT 84032

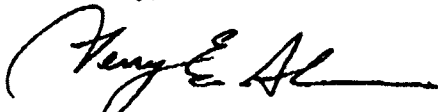
Dear Mr. Sims:

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We are aware that space for school sites are being considered by Wasatch County near your development. If the sites come to fulfillment, we will be able to serve the needs of students in that area as growth requires. In the meantime, we will provide educational service to the students of the Springside Village area in existing Wasatch School District schools.

Thank you for your notification on this project.

Sincerely,



Terry E. Shoemaker
Superintendent of Schools

tes/kp

EXHIBIT D

DEVELOPMENT AGREEMENT

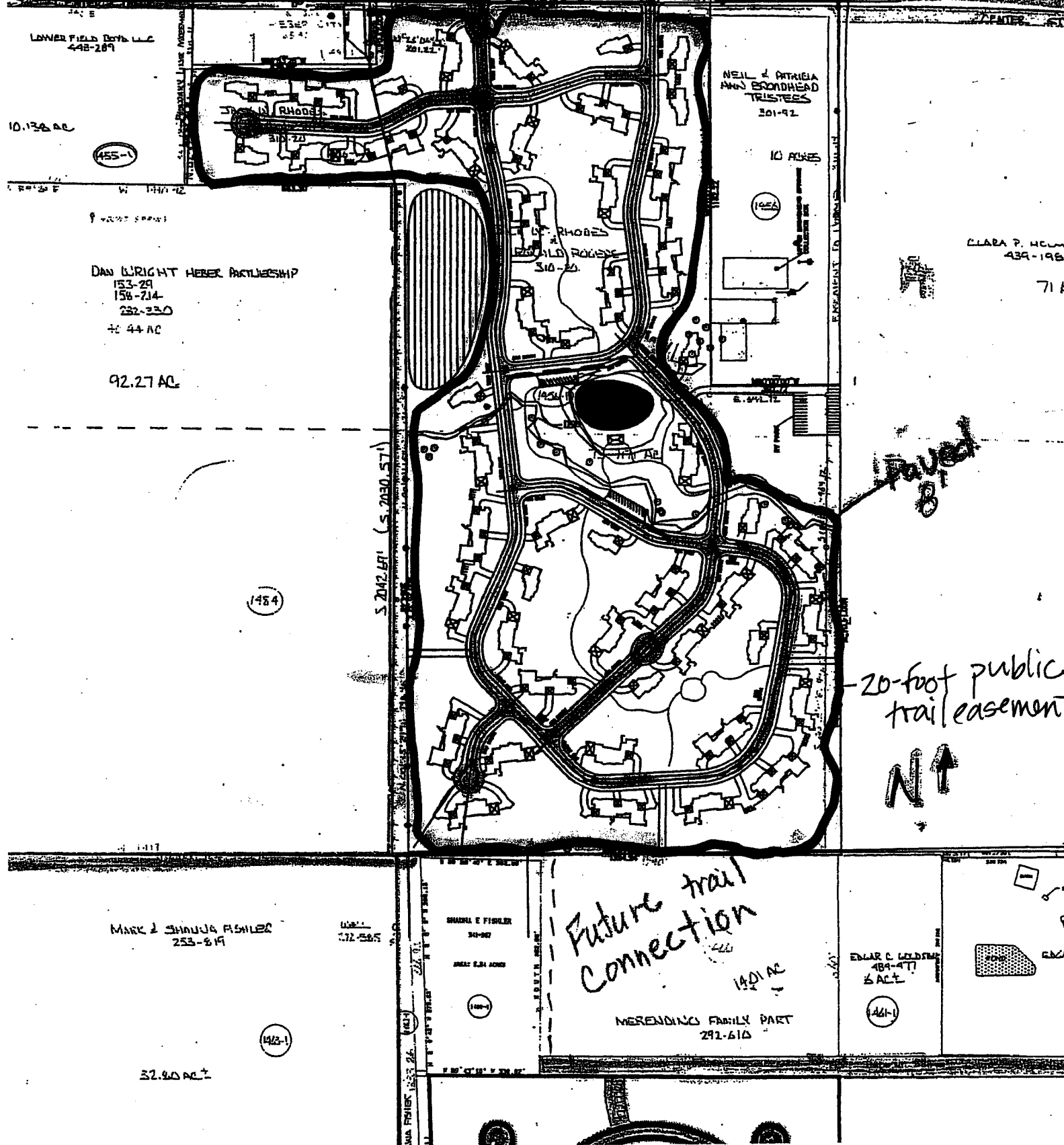
[Open Space Easement]

Ent 306060 Bk 0882 Pg 0037

EXHIBIT E

DEVELOPMENT AGREEMENT

[Trail Plan] Ent 306060 Bk 0882 Pg 0038



LOWER FIELD BATH LLC
448-287

10.138 AC

1455-1

DAN WRIGHT HERB PARTNERSHIP
153-29
158-714
232-230
44 AC

92.27 AC

NEIL & PATRICIA
ANN BROADHEAD
TRUSTEES
301-92

10 ACRES

1456

CLARA P. HULL
439-198

71

S. 2042.87' (S. 2030.57')

1454

PAVED
8'

20-foot public
trail easement

↑
N

MARK & SHARON FISHER
253-819

1461-1
172-285

SHARON E FISHER
34-80
JAMES E. FISHER
34-80

Future trail
Connection

1461 AC

EDGAR C. HOLDEN
489-471
6 AC

MERENDINO FAMILY PART
292-610

1462-1

32.80 AC

Ent 306060 Bk 0882 Pg 0039

BEAUFONTAINE TRAILS PLAN
EXHIBIT

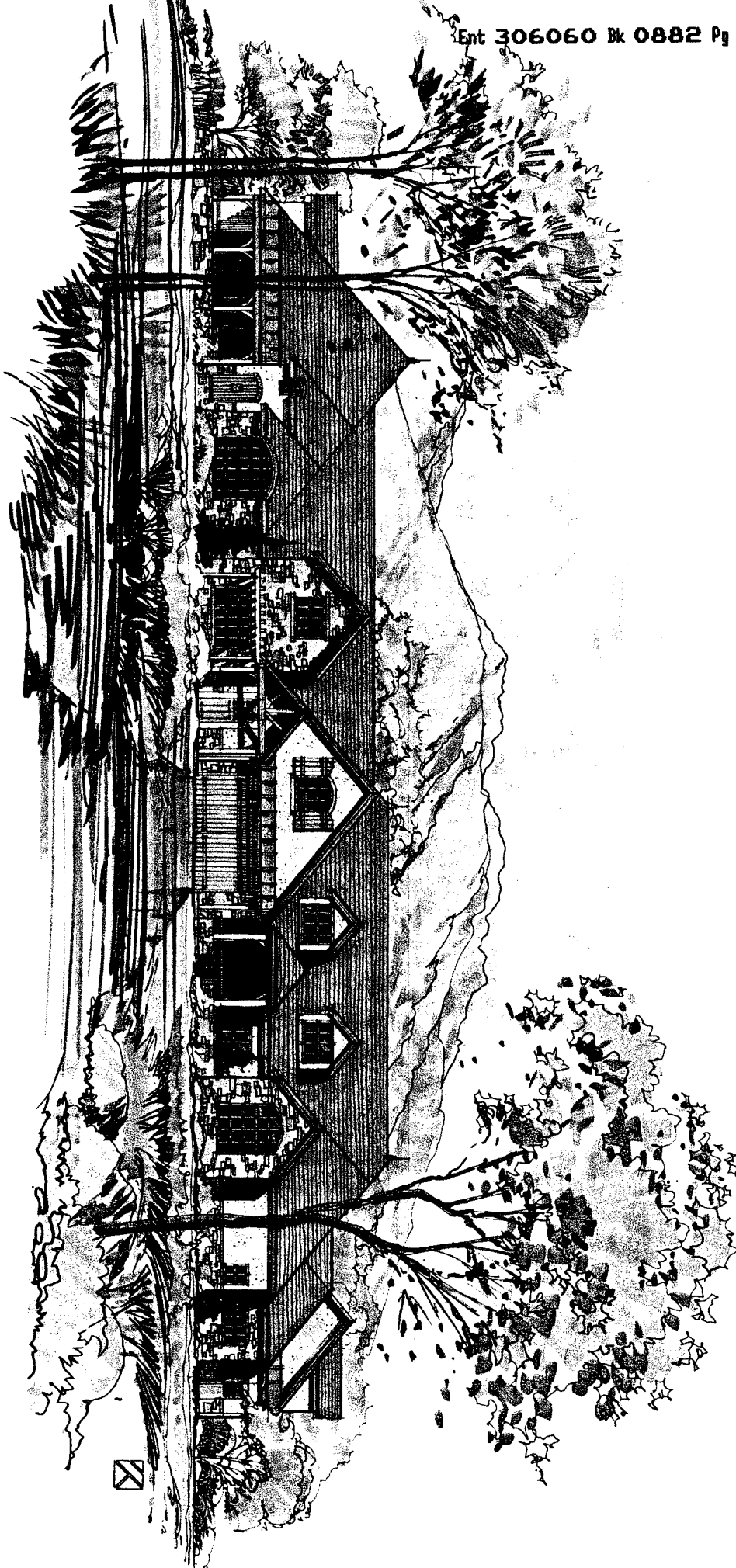
6/16/2006

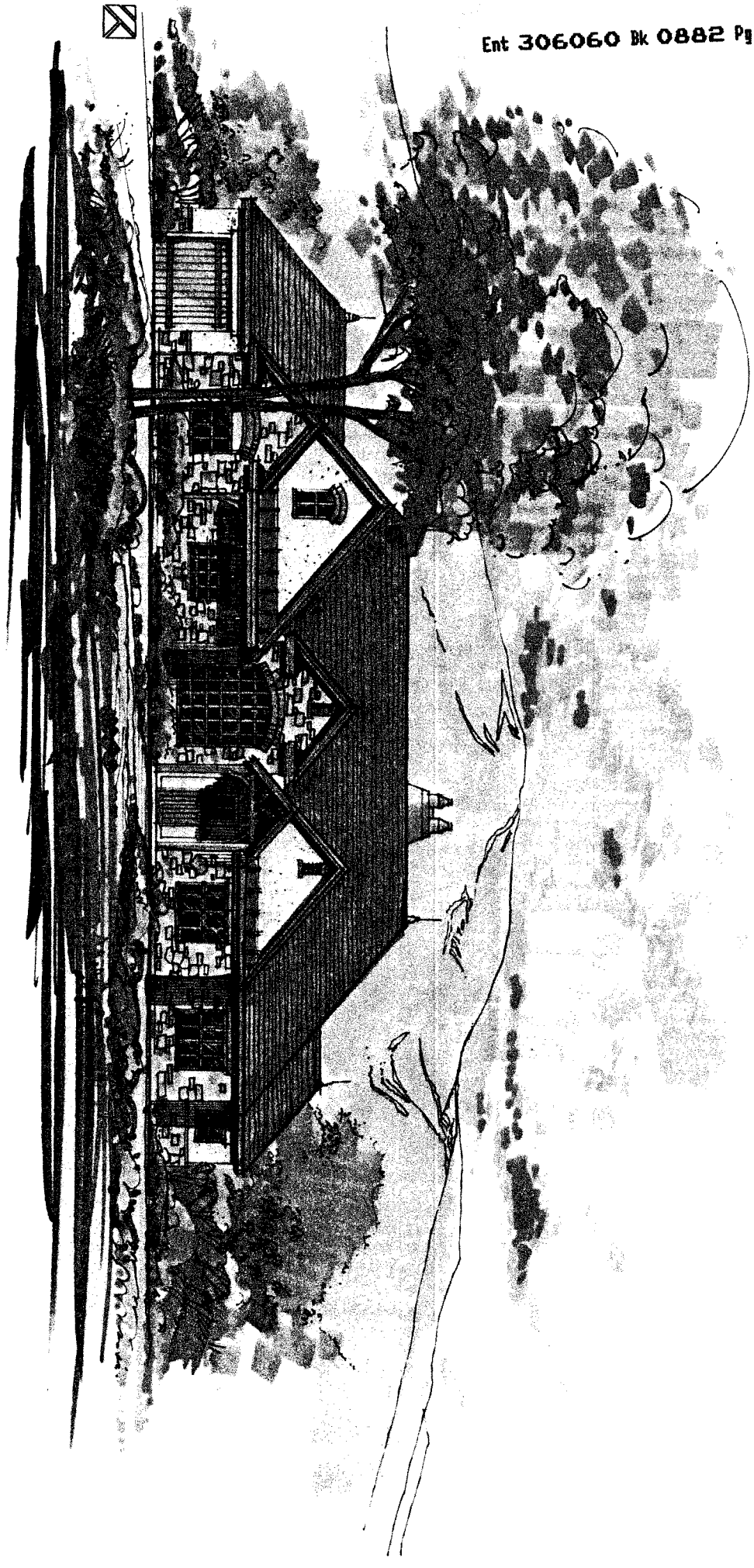
EXHIBIT F

DEVELOPMENT AGREEMENT

[Architectural Renderings]

Ent 306060 Bk 0882 Pg 0040





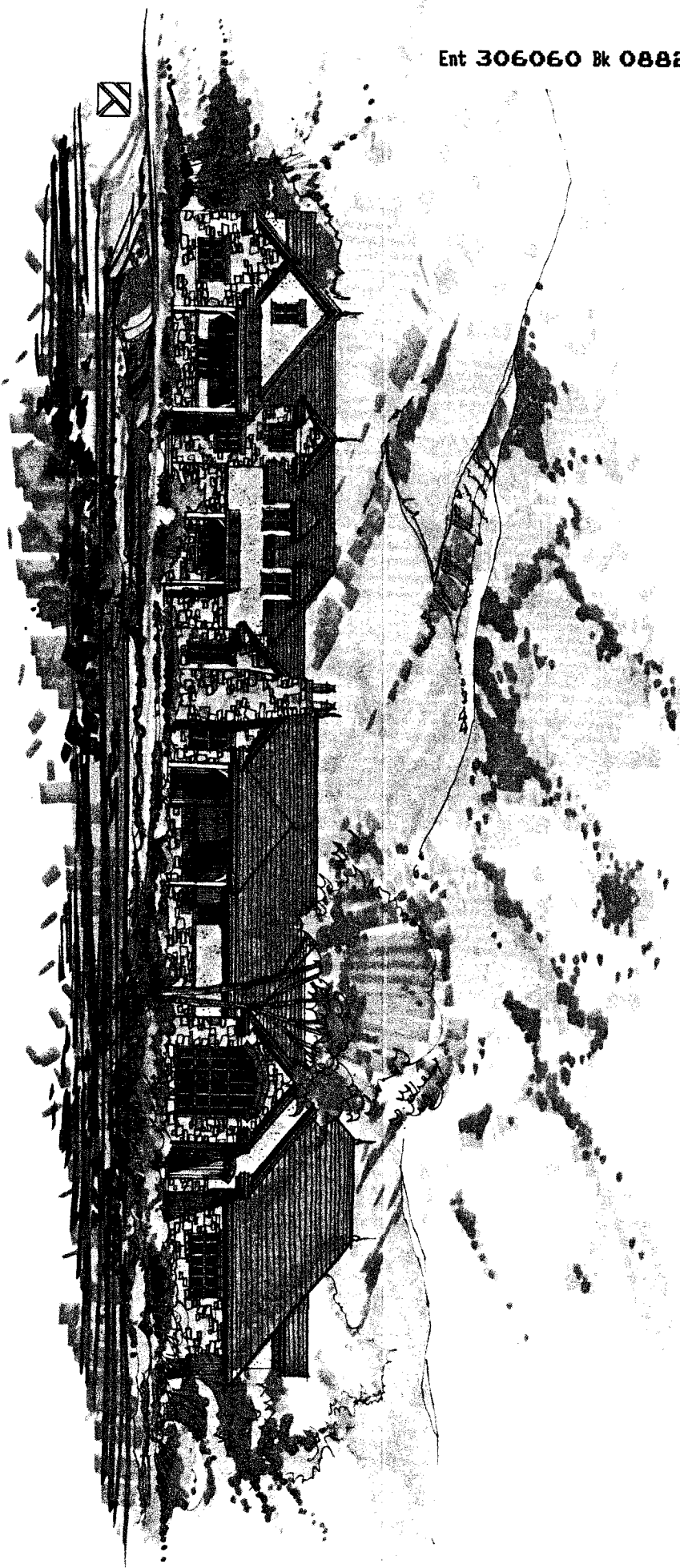


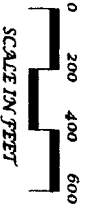
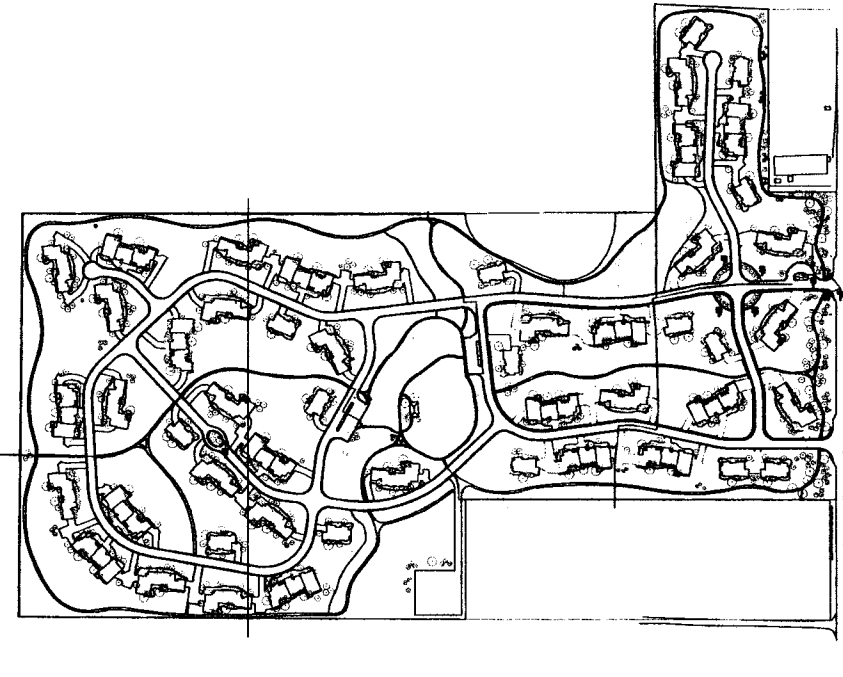
EXHIBIT G

_____ DEVELOPMENT AGREEMENT

[Landscape Plan]

Ent 306060 Bk 0882 Pg 0044

BEAUFONTAINE AT SPRING LAKE



NOTES

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

LANDSCAPE LEGEND FROM SHEETS L1 THROUGH L7:

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

CONSULTANTS



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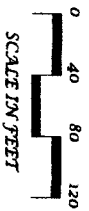
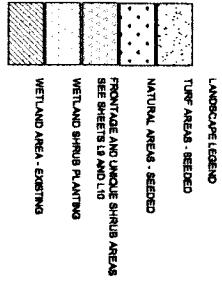
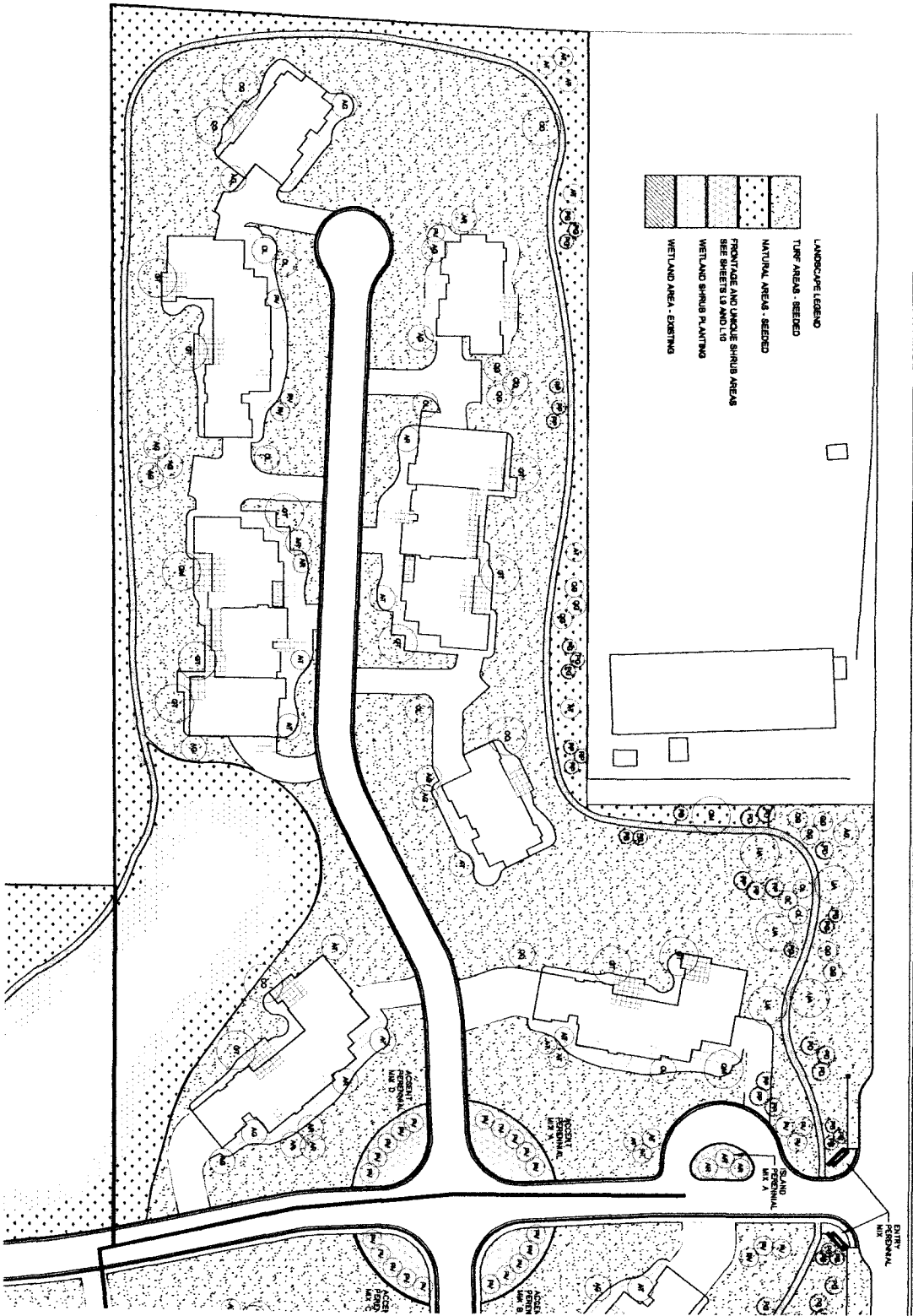
PROJECT NAME & ADDRESS

BEAUFONTAINE
 AT
 SPRING LAKE
 WASATCH COUNTY,
 UTAH

DATE	REVISION

PROJECT MANAGER
 H.H.
 DESIGNER
 H.H.
 CHECKED BY
 H.H.
 DATE
 02/08/06
 SHEET TITLE
 LANDSCAPE PLAN
 SHEET NO.
 L0





CONSULTANTS

**LANDMARK
 DESIGN
 INCORPORATED**
 LANDSCAPE ARCHITECTURE
 AND LAND PLANNING
 2314 Highland Drive
 Salt Lake City
 Utah 84106
 (801) 471-3300
 Fax: (801) 474-3383

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PROJECT NAME & ADDRESS

**BEAUFONTAINE
 AT
 SPRING LAKE
 WASATCH COUNTY,
 UTAH**

DATE	REVISION

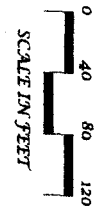
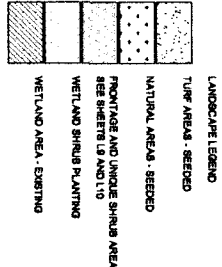
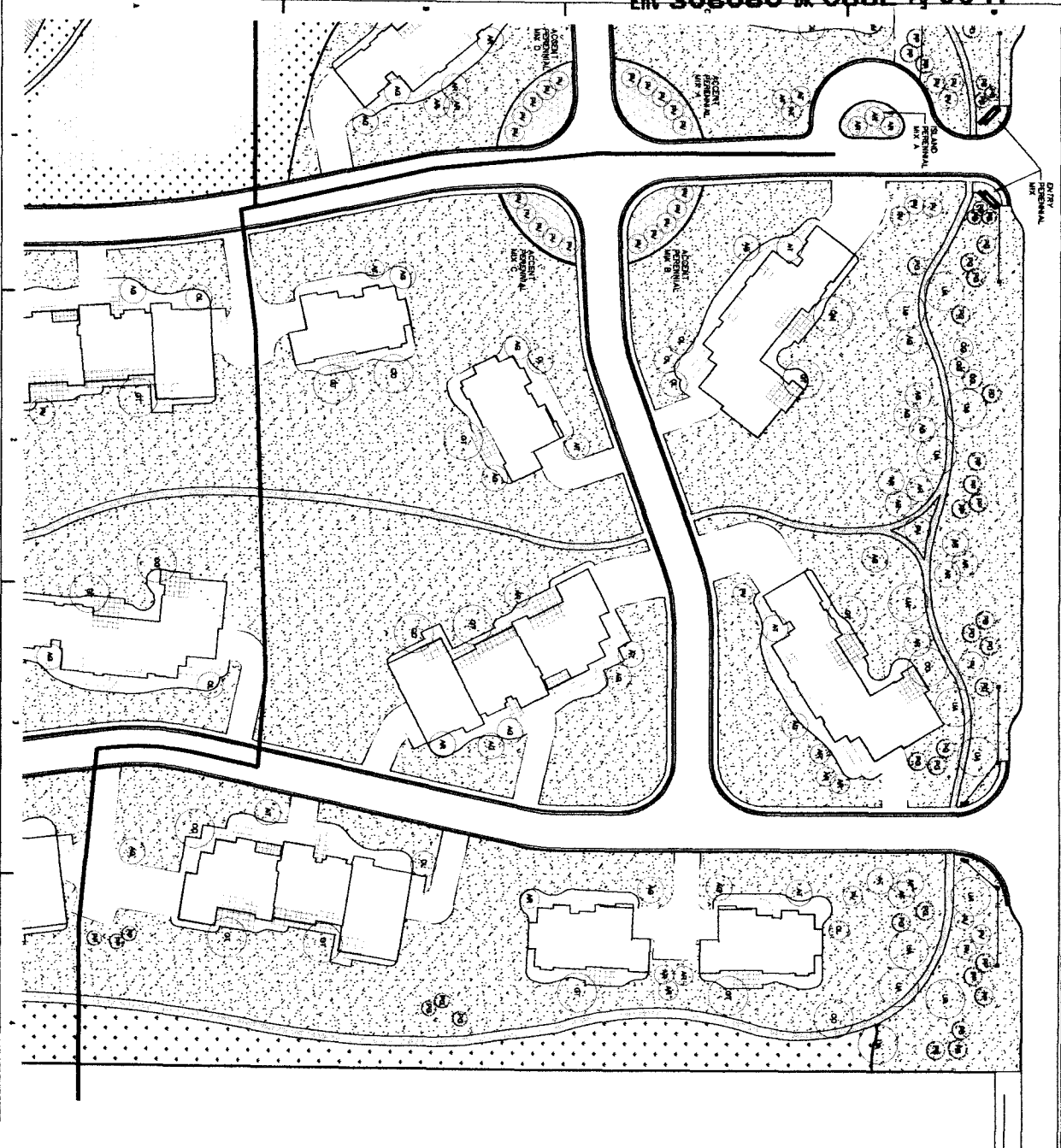
PROJECT TEAM

DESIGNED BY	DATE
HH	02/09/08
HH	

**REVIEW SET
 NOT FOR
 CONSTRUCTION**

**LANDSCAPE
 PLAN**

L1



CONSULTANTS

LANDMARK DESIGN
 LANDSCAPE ARCHITECTURE
 AND LAND PLANNING
 2814 Highland Drive
 Salt Lake City
 Utah 84119
 Tel: (801) 474-4383
 Fax: (801) 474-4383

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PROJECT NAME & ADDRESS

BEAUFONTAINE AT SPRING LAKE
WASATCH COUNTY, UTAH

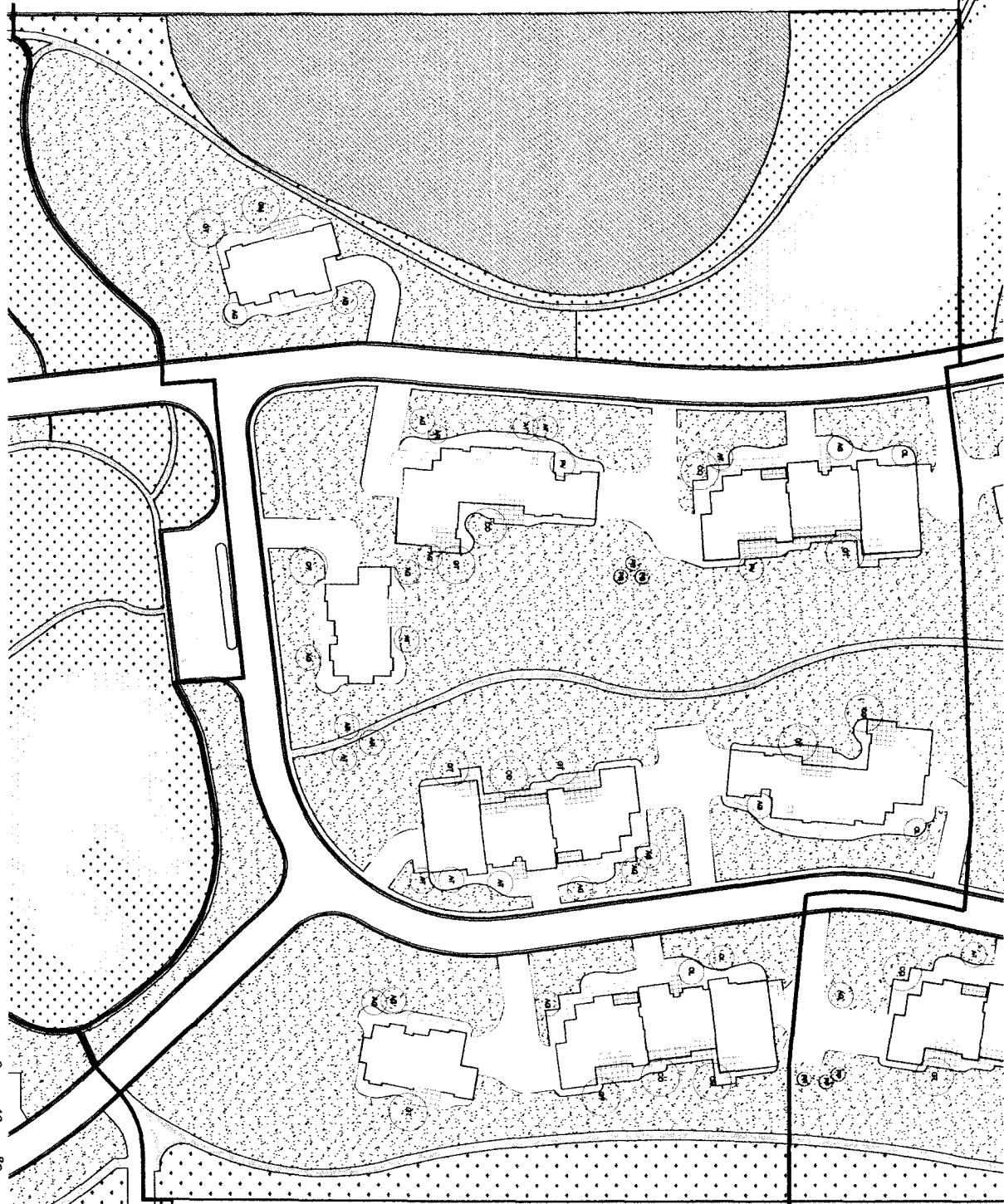
DATE	DESCRIPTION

PROJECT NUMBER	DATE	BY	CHECKED BY	DATE

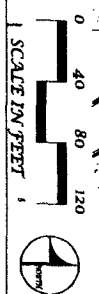
REVIEW SET NOT FOR CONSTRUCTION

LANDSCAPE PLAN

L2



- LANDSCAPE LEGEND
- TURF AREAS, SEEDING
 - NATURAL AREAS, SEEDING
 - FRONTAGE AND UNIQUE SHRUB SEE SHEETS L1 AND L10
 - WETLAND SHRUB PLANTING
 - WETLAND AREA, EXISTING



CONSULTANTS

LANDMARK DESIGN INCORPORATED
 LANDSCAPE ARCHITECTURE AND LAND PLANNING

2614 Highland Drive
 Salt Lake City
 Utah 84106
 (801) 574-1300
 Fax: (801) 574-1303

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PROJECT NAME & ADDRESS

BEAUFONTAINE AT SPRING LAKE
WASATCH COUNTY, UTAH

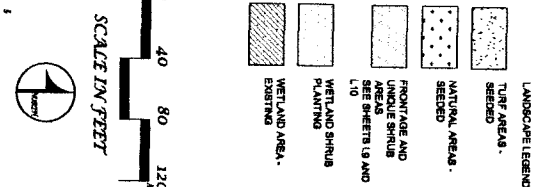
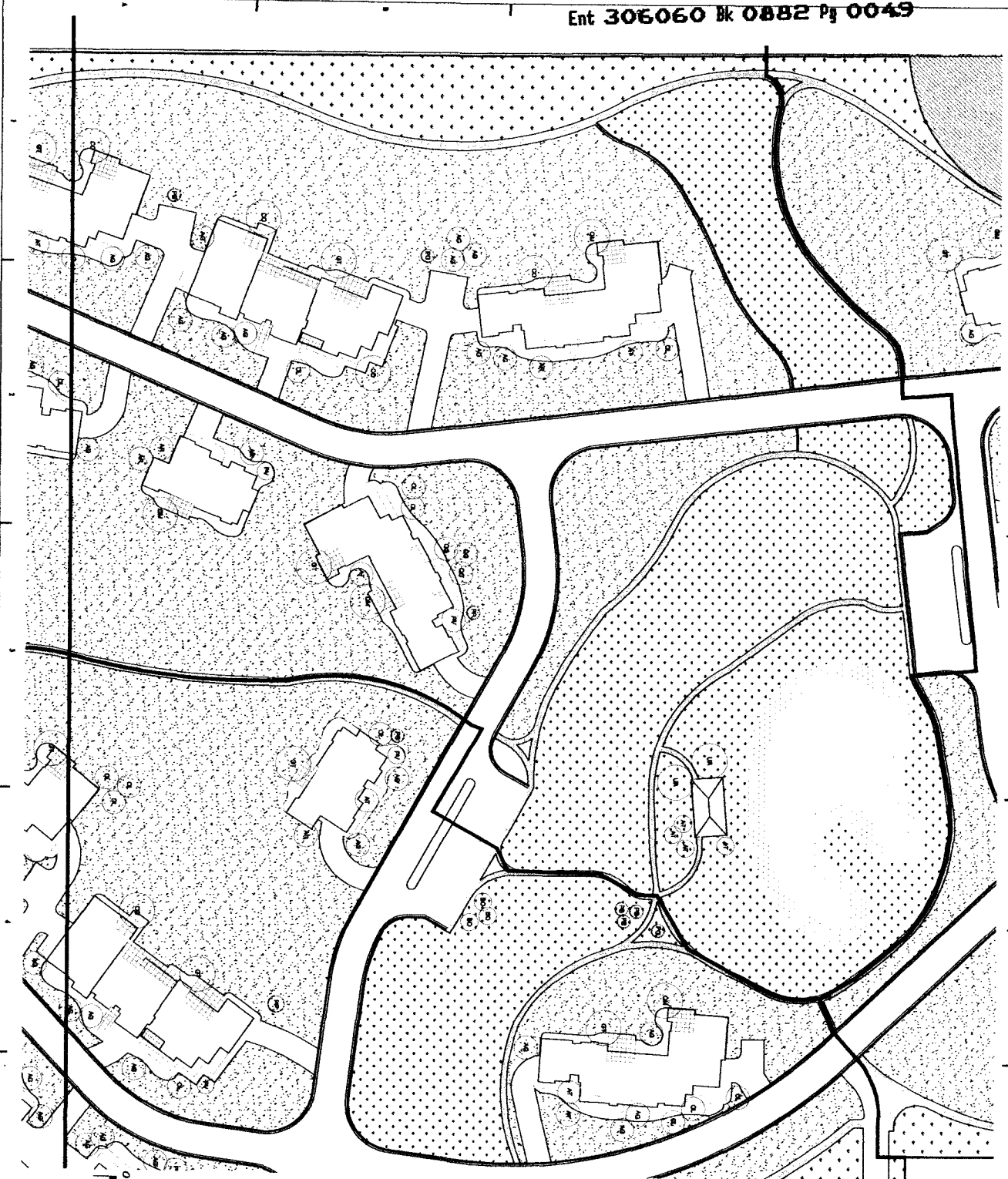
DATE	REVISION

PROJECT MANAGER: HH
 DESIGNER: HH
 DATE: 02/09/08
 DRAWING NO: 000000

REVIEW SET NOT FOR CONSTRUCTION

LANDSCAPE PLAN

SHEET NO: **L3**



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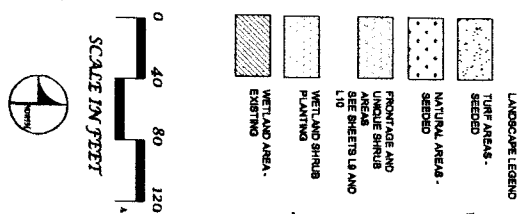
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PROJECT NAME & ADDRESS
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BEAUFONTAINE
AT
SPRING LAKE
WASATCH COUNTY,
UTAH

DATE	REVISION

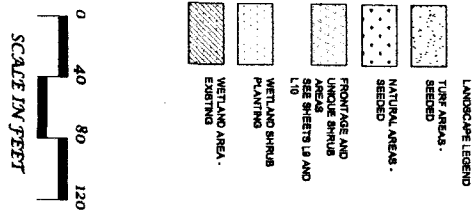
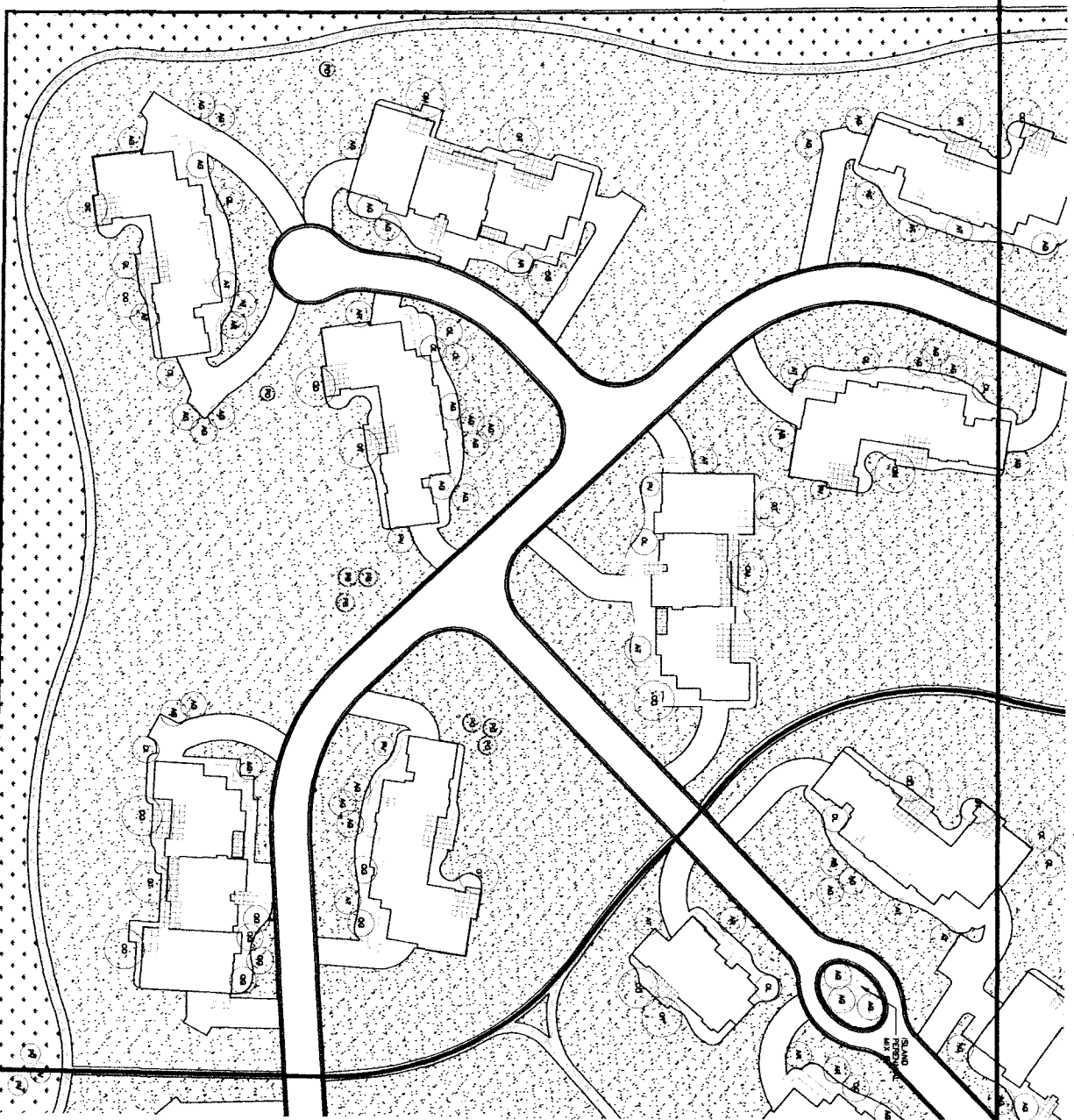
PROJECT TEAM:
DESIGNER: JH
DRAWN BY: JH
CHECKED BY: JH
DATE: 02/08/06
DRAWN: JH
DATE: 02/08/06
PROJECT TITLE: LANDSCAPE PLAN
SHEET NO: LA

REVIEW SET
NOT FOR
CONSTRUCTION



<p>CONSULTANTS</p> <p>LANDMARK DESIGN INCORPORATING LANDSCAPE ARCHITECTURE AND LAND PLANNING</p> <p>2814 Highland Drive Salt Lake City Utah 84106 (801) 476-1100 Fax (801) 476-2189</p>	<p>NOTICE</p> <p>ALL RIGHTS RESERVED © LANDMARK DESIGN, INC.</p> <p>This document is provided under the United States 1976 Copyright Act. It is an exclusive work of original intellectual property of Landmark Design, Inc. and may be reproduced, distributed, disseminated, or otherwise used in any form or by any means without the express prior written permission of LANDMARK DESIGN, INC.</p> <p>The design indicates a preliminary plan and is not intended for construction. It is not intended to be used for any other purpose and has been prepared for the use of Landmark Design, Inc. to assist the preparation of this project. The subsequent accuracy of the document while construction is not intended or guaranteed.</p> <p>Although the document is intended for the design construction, the actual conditions encountered on site may require the modification of information contained herein. Any modification of the information contained herein will be subject to approval of Landmark Design, Inc.</p>	<p>PROJECT NAME & ADDRESS</p> <p>BEAUFONTAINE AT SPRING LAKE WASATCH COUNTY, UTAH</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> <p>PROJECT OUTLINE</p> <p>DESIGNER: HH CHECKER: HH DATE: 02/08/08 SCALE: AS SHOWN</p> <p>LANDSCAPE PLAN</p> <p>SCALE: 1/4" = 1'-0"</p> <p>DATE: 02/08/08</p> <p>PROJECT NO: LS</p>	DATE	REVISION																				
DATE	REVISION																								

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CONSTRUCTION**



CONSULTANTS

LANDMARK DESIGN
LANDSCAPE ARCHITECTURE
AND LAND PLANNING
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Salt Lake City
Utah 84106
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PROJECT NAME & ADDRESS

**BEAUFONTAINE
AT
SPRING LAKE
WASATCH COUNTY,
UTAH**

DATE	REVISION

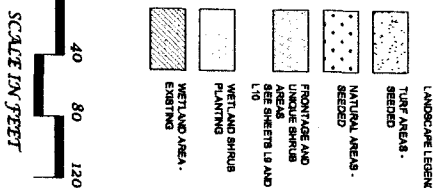
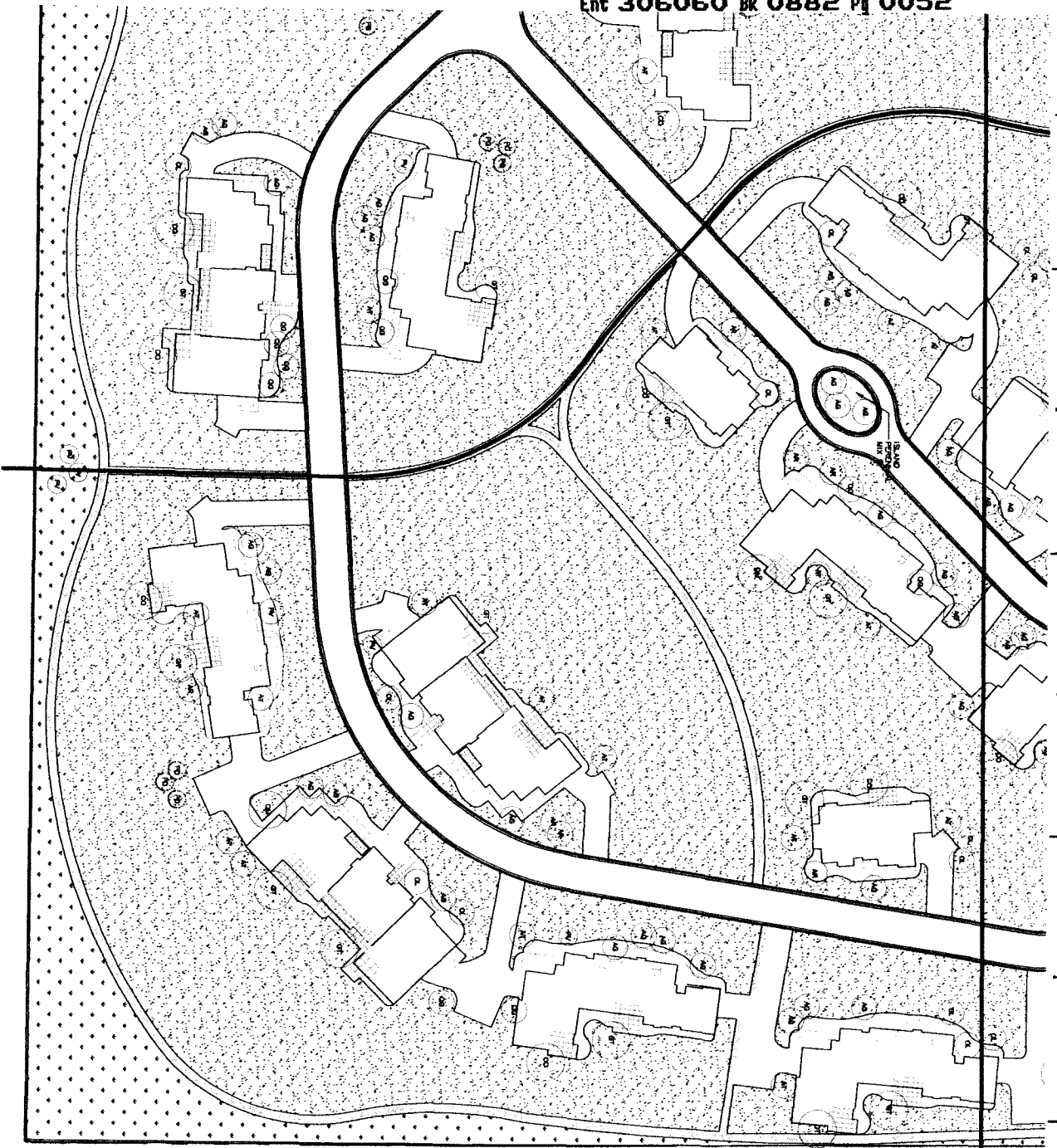
PROJECT NUMBER
PROJECT NAME
DESIGNED BY
CHECKED BY
DATE
SCALE

HH
HH
HH
02/08/08
L8



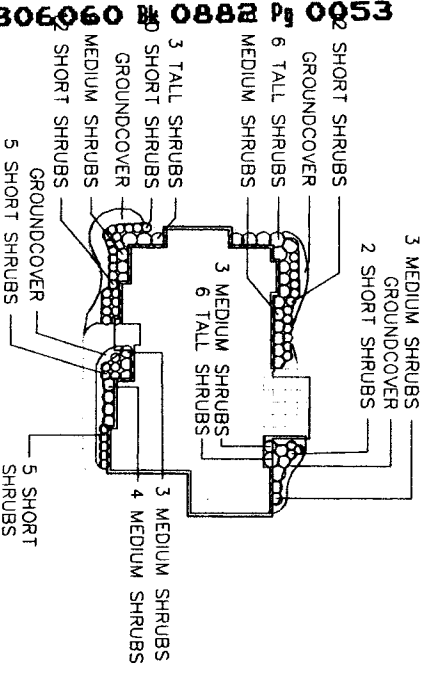
LANDSCAPE PLAN

L8

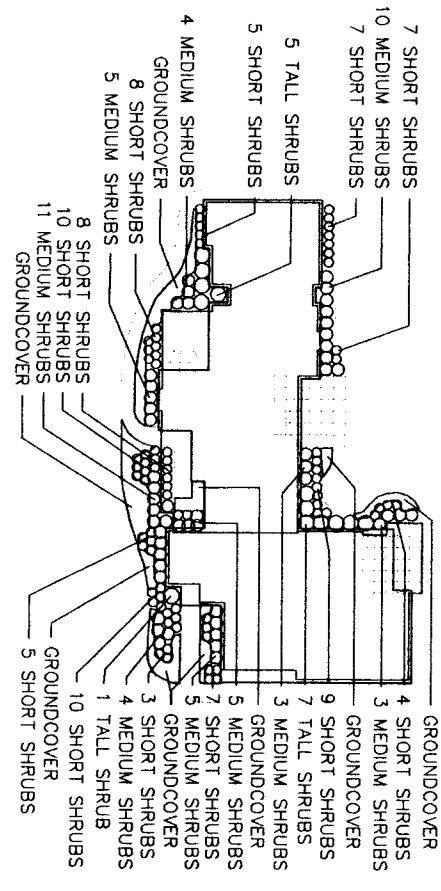


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DATE	REVISION												
<p>LANDSCAPE PLAN</p> <p>Sheet No. L7</p>													

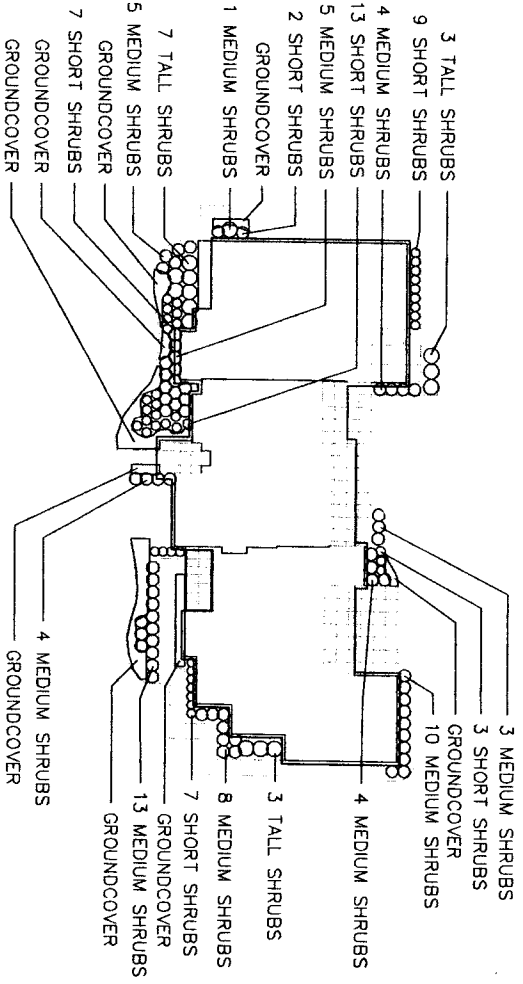
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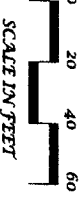
**SINGLE FAMILY HOME
TYPICAL LANDSCAPE PLAN**



**TWO ATTACHED FAMILY HOMES
TYPICAL LANDSCAPE PLAN**



**THREE ATTACHED FAMILY HOMES
TYPICAL LANDSCAPE PLAN**



CONSULTANTS

LANDMARK DESIGN INCORPORATED
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 Utah 84108
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 Fax (801) 974-3183

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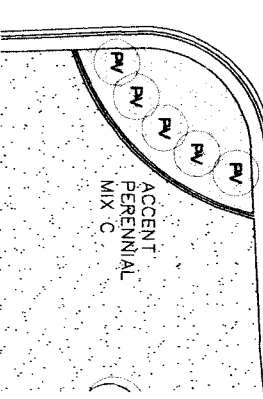
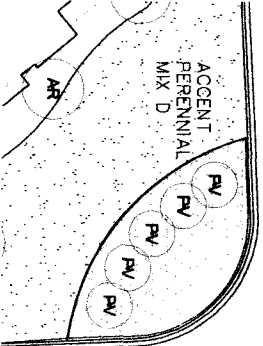
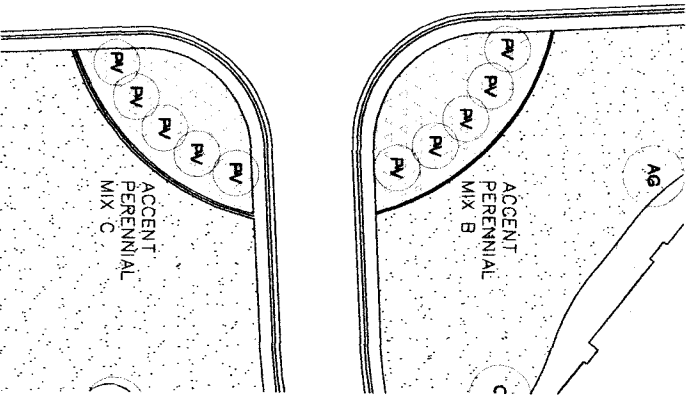
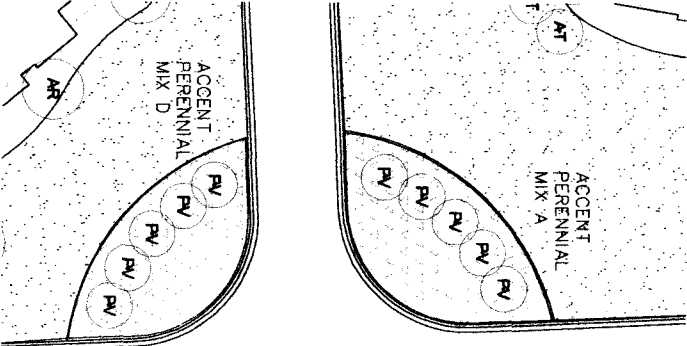
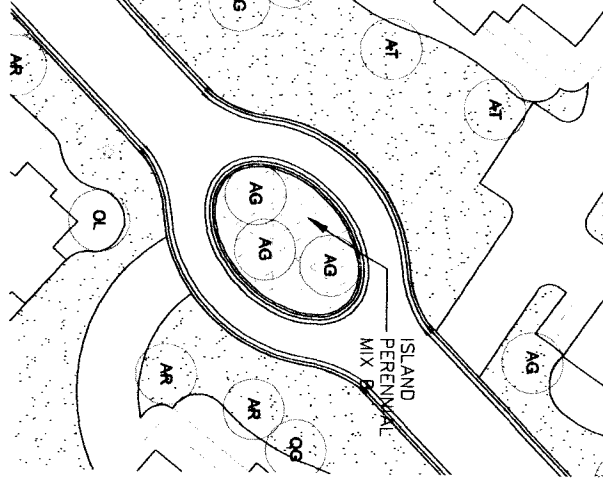
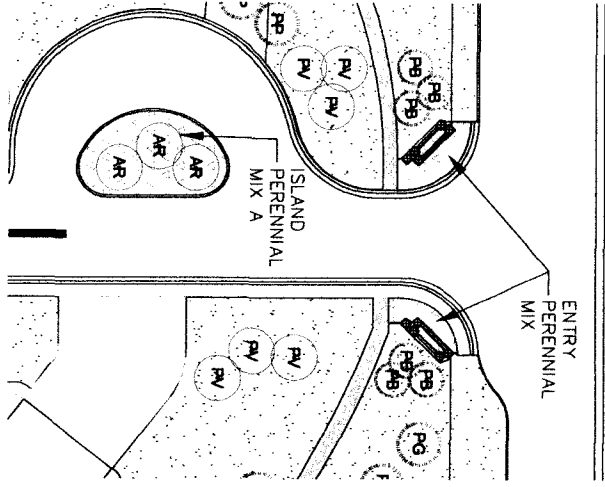
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PROJECT NAME & ADDRESS
 BEAUFONTAINE
 AT
 SPRING LAKE
 WASATCH COUNTY,
 UTAH

DATE	REVISION

REVIEW SET NOT FOR CONSTRUCTION			
DATE	BY	CHKD BY	APP'D BY
02/08/08	HH	HH	HH
LANDSCAPE DETAILS			
L8			



- ENTRY PERENNIAL MIX - 495 SF - 20x1 GALLON CONTAINERS - 18" OC
- 5% CERASTIUM TOMENTOSA
 - 15% MAHONIA REPENS
 - 15% THYMUS LAMIONOIDES
 - 5% CAMPANULA CARPATICA WHITE CLIPS
 - 5% GERANIUM VISCOSISSIMUM
 - 15% BEBES SEMPERVIRENS
 - 15% RIBS MISSOURIENSIS
 - 10% LAVANDULA ANGUSTIFOLIA
- ISLAND PERENNIAL MIX A 1075 SF - 47x1 GALLON CONTAINERS - 18" OC
- 10% CALLUNA VESPA
 - 15% MAHONIA REPENS
 - 5% AGASTACHE RUPESTRIS
 - 5% AGASTACHE BLUE FORTUNE
 - 10% BEBES SEMPERVIRENS
 - 10% RIBS MISSOURIENSIS
 - 10% LAVANDULA ANGUSTIFOLIA
 - 10% OENOTHERA MISSOURIENSIS
- ISLAND PERENNIAL MIX B 1644 SF - 70x1 GALLON CONTAINERS - 18" OC
- 10% FAGOPYRUM ESCULENTUM
 - 10% CALLUNA VESPA
 - 15% MAHONIA REPENS
 - 5% AGASTACHE RUPESTRIS
 - 5% AGASTACHE BLUE FORTUNE
 - 10% BEBES SEMPERVIRENS
 - 10% RIBS MISSOURIENSIS
 - 10% LAVANDULA ANGUSTIFOLIA
 - 10% OENOTHERA MISSOURIENSIS
- ACCENT PERENNIAL MIX A - 19" OC
- 5% WOOLLY THYME
 - 5% CREEPING OREGON GRAPE
 - 5% BLUE CLIPS BELLFLOWER
 - 5% WHITE CLIPS BELLFLOWER
 - 5% GERANIUM VISCOSISSIMUM
 - 5% HARDY GERANIUM
 - 5% CANDYTUFF
 - 5% ROCKY MOUNTAIN RIB
 - 5% ENGLISH LAVENDER
- ACCENT PERENNIAL MIX B - 18" OC
- 5% SNOW IN SUMMER
 - 5% WOODLAND STRAWBERRY
 - 5% CREEPING OREGON GRAPE
 - 5% HYSSOP
 - 5% BLUE CLIPS BELLFLOWER
 - 5% WHITE CLIPS BELLFLOWER
 - 5% JOHNSTON'S BLUE
 - 5% HARDY GERANIUM
 - 5% DAVILY SPECIES
 - 5% ENGLISH LAVENDER
 - 5% MISSOURI PRANCOE
 - 5% PENSTEMON SPECIES
 - 5% RUSSIAN SAGE
 - 5% CREEPING PHLOX
- ACCENT PERENNIAL MIX C - 18" OC
- 5% CERASTIUM TOMENTOSA
 - 5% CAMPANULA CARPATICA
 - 5% MAHONIA REPENS
 - 5% AGASTACHE RUPESTRIS
 - 5% AGASTACHE BLUE FORTUNE
 - 5% GERANIUM VISCOSISSIMUM
 - 5% GERANIUM VISCOSISSIMUM
 - 5% HEBE ROSEA
 - 5% BEBES SEMPERVIRENS
 - 5% RIBS MISSOURIENSIS
 - 5% LAVANDULA ANGUSTIFOLIA
 - 5% OENOTHERA MISSOURIENSIS
 - 5% PENSTEMON SPECIES
 - 5% PHLOX STURDIA
- ACCENT PERENNIAL MIX D - 18" OC
- 5% CERASTIUM TOMENTOSA
 - 5% CAMPANULA CARPATICA
 - 5% MAHONIA REPENS
 - 5% AGASTACHE RUPESTRIS
 - 5% AGASTACHE BLUE FORTUNE
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 - 5% HEBE ROSEA
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 - 5% RIBS MISSOURIENSIS
 - 5% LAVANDULA ANGUSTIFOLIA
 - 5% OENOTHERA MISSOURIENSIS
 - 5% PENSTEMON SPECIES
 - 5% PHLOX STURDIA

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114 C STREET, SUITE 100
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AND LAND PLANNING

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Utah 84109
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PROJECT NAME & ADDRESS

BEAUFONTAINE
AT
SPRING LAKE
WASATCH COUNTY,
UTAH

REVIEW SET
NOT FOR
CONSTRUCTION

**LANDSCAPE
DETAILS**

SHEET NO. L9

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE
24	UA	AGER X FREEMANII 'EFFECTUEZ	WHITE PIR	2" CAL
30	UB	BETA LUNATA	ALUTIAN BLAZE WANE	2" CAL
1	UC	CANTONIA L	LAUREL BIRCH	#10 CULM
3	UD	CANTONIA LUNATA 'CANTON	LAUREL BIRCH	2" CAL
3	UE	CANTONIA LUNATA 'CANTON	LAUREL BIRCH	2" CAL
6	UF	CLADONIA TRICANTHOS WARSAL	IMPERIAL HONEY CUTLET	2" CAL
44	UG	MALVA SPRING SNOW	SPRING SNOW CROAPELL	2" CAL
4	UH	POEIA PLUMBENS	COLORADO SPRUCE GREEN	6" TALL
6	UI	POEIA PLUMBENS 'GLAZIA	COLORADO SPRUCE BLUE	6" TALL
6	UJ	PRUNUS VIBERNINA CANADA RED	CHOCOCERRY	2" CAL
14	UK	PRUNUS CALLEERYANA 'NORTONAL'	AGRESTIC FLOWERING PEAR	2" CAL
18	UL	PRUNUS CALLEERYANA 'CLEVELAND SELECT'	CLEVELAND SELECT FLOWERING PEAR	2" CAL
7	UM	QUERCUS ROBUR 'FASBITIN'	COLUMBIAN ENGLISH OAK	2" CAL
2	UN	QUERCUS MONOCORBA	BUR OAK	2" CAL

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE
24	VA	AGER X FREEMANII 'EFFECTUEZ	WHITE PIR	2" CAL
30	VB	BETA LUNATA	ALUTIAN BLAZE WANE	2" CAL
1	VC	CANTONIA L	LAUREL BIRCH	#10 CULM
3	VD	CANTONIA LUNATA 'CANTON	LAUREL BIRCH	2" CAL
3	VE	CANTONIA LUNATA 'CANTON	LAUREL BIRCH	2" CAL
6	VF	CLADONIA TRICANTHOS WARSAL	IMPERIAL HONEY CUTLET	2" CAL
44	VG	MALVA SPRING SNOW	SPRING SNOW CROAPELL	2" CAL
4	VH	POEIA PLUMBENS	COLORADO SPRUCE GREEN	6" TALL
6	VI	POEIA PLUMBENS 'GLAZIA	COLORADO SPRUCE BLUE	6" TALL
6	VJ	PRUNUS VIBERNINA CANADA RED	CHOCOCERRY	2" CAL
14	VK	PRUNUS CALLEERYANA 'NORTONAL'	AGRESTIC FLOWERING PEAR	2" CAL
18	VL	PRUNUS CALLEERYANA 'CLEVELAND SELECT'	CLEVELAND SELECT FLOWERING PEAR	2" CAL
7	VM	QUERCUS ROBUR 'FASBITIN'	COLUMBIAN ENGLISH OAK	2" CAL
2	VN	QUERCUS MONOCORBA	BUR OAK	2" CAL

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE
24	VA	AGER X FREEMANII 'EFFECTUEZ	WHITE PIR	2" CAL
30	VB	BETA LUNATA	ALUTIAN BLAZE WANE	2" CAL
1	VC	CANTONIA L	LAUREL BIRCH	#10 CULM
3	VD	CANTONIA LUNATA 'CANTON	LAUREL BIRCH	2" CAL
3	VE	CANTONIA LUNATA 'CANTON	LAUREL BIRCH	2" CAL
6	VF	CLADONIA TRICANTHOS WARSAL	IMPERIAL HONEY CUTLET	2" CAL
44	VG	MALVA SPRING SNOW	SPRING SNOW CROAPELL	2" CAL
4	VH	POEIA PLUMBENS	COLORADO SPRUCE GREEN	6" TALL
6	VI	POEIA PLUMBENS 'GLAZIA	COLORADO SPRUCE BLUE	6" TALL
6	VJ	PRUNUS VIBERNINA CANADA RED	CHOCOCERRY	2" CAL
14	VK	PRUNUS CALLEERYANA 'NORTONAL'	AGRESTIC FLOWERING PEAR	2" CAL
18	VL	PRUNUS CALLEERYANA 'CLEVELAND SELECT'	CLEVELAND SELECT FLOWERING PEAR	2" CAL
7	VM	QUERCUS ROBUR 'FASBITIN'	COLUMBIAN ENGLISH OAK	2" CAL
2	VN	QUERCUS MONOCORBA	BUR OAK	2" CAL

LANDSCAPE NOTES:
 COOPERATION BETWEEN THE CHANGING CONTRACTORS AND DESIGNERS WILL BE REQUIRED THROUGH THE CONSTRUCTION OF THE PROJECT DUE TO THE CHANGING CONDITIONS.
 1) THE DESIGN INTENT IS TO CREATE UNIQUE LANDSCAPES FOR EACH RESIDENCE. THE DETAILS SHOW LOCATIONS FOR TALL, MEDIUM, SHORT, AND GROUNDCOVER PLANTS. THE CONTRACTOR IS TO SELECT PLANTS FROM THE APPROPRIATE LIST AND VISIT THE COMBINATIONS FOR EACH RESIDENCE.
 2) HOLES, DRIVEWAYS, WALKS, BOLLARDS, AND OTHER FEATURES WILL CHANGE THE EXACT LAYOUT FOR EACH RESIDENCE. THE CONTRACTOR WILL BE REQUIRED TO ADJUST ACCORDINGLY.
 3) THE TREE LOCATIONS ARE SHOWN AND MAY NEED TO BE ADJUSTED BASED ON FINAL BUILT CONDITIONS.
 4) TUFF LAWN AREAS ARE TO BE SEED.
 5) NATURAL AREAS ARE TO BE SEED.
 6) ALL SHRUB AREAS ARE TO BE MULCHED WITH MEDIUM BARK MULCH 3 INCHES DEEP.
 7) EXISTING WETLAND TO REMAIN TO BE PROTECTED THROUGH CONSTRUCTION.



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PROJECT NAME & ADDRESS
 BEAUFONTAINE AT SPRING LAKE WASATCH COUNTY, UTAH

MARK	DATE	REVISION



LANDSCAPE DETAILS
 L10

IRRIGATION LEGEND FOR SHEETS L1 THROUGH L17

-  TURF AREA - SEED
100% SPRINKLER IRRIGATED
HUNTER NOTES
-  NATURAL AREAS - SEED
50% SPRINKLER IRRIGATED
HUNTER NOTES
-  FRONTAGE AND UNIQUE SHRUB AREAS
HUNTER SPRAY HEADS
-  WETLAND AND SHRUB PLANTING
50% SPRINKLER IRRIGATED
HUNTER SPRAY HEADS
-  WETLAND AREA - EXISTING
CONTRACTOR TO PROTECT AREA DURING CONSTRUCTION

IRRIGATION NOTES:
COORDINATION BETWEEN THE CHASERS, CONTRACTORS AND DESIGNERS WILL BE REQUIRED THROUGH THE CONSTRUCTION OF THE PROJECT DUE TO THE CHANGING CONDITIONS.

- 1) PROVIDE COMPLETE IRRIGATION SYSTEM FOR SITE.
- 2) PROVIDE TURF AND SHRUB BEDS SEPARATELY.
- 3) PROVIDE HUNTER NOTES FOR ALL IRRIGATION SYSTEMS.
- 4) PROVIDE HUNTER ACC:1500 IRRIGATION CONTROLLER.
- 5) USE PROPER IRRIGATION TECHNIQUES AS ESTABLISHED BY THE IRRIGATION ASSOCIATION AND IN ACCORDANCE WITH UTAH STATE LAW.
- 6) PROVIDE WATER SOURCE ON THE NORTH SIDE OF THE PROPERTY. CONTRACTOR TO VERIFY MAIN LINE SIZE, LOCATION AND PRESSURE AND DESIGN IRRIGATION SYSTEM ACCORDINGLY.
- 7) EXISTING WETLAND TO REMAIN TO BE PROTECTED THROUGH CONSTRUCTION.

CONSULTANTS



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BEAUFONTAINE
AT
SPRING LAKE
WASATCH COUNTY,
UTAH

DATE	REVISION

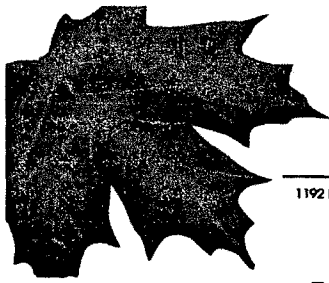
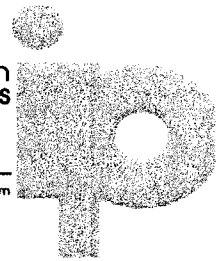
PROJECT NUMBER

HH
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CREATED BY
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DATE
02/09/06
DRAWN BY
HH



IRRIGATION
PLAN

SHEET NO. L11

intermountain
plantings

1192 E. Draper Pkwy, Ste 474, Draper, UT 84020 801.523.6100 fax 801.523.6113 www.intermountainplantings.com

LANDSCAPE & IRRIGATION PROPOSAL**Project: The Beaufontaine - Basics Preliminary Proposal****Location: Heber, Utah****Date: Monday, February 27th, 2006**

<u>Total area</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total</u>
1	LS	Irrigation System	\$ 156,577.50	\$ 156,577.50
40500	sf	Native seed (non-irrigated)	\$ 0.07	\$ 2,835.00
512500	sf	Lawn Seed	\$ 0.05	\$ 25,625.00
602000	sf	Fine Grading - no fine grading included in Native seed area	\$ 0.05	\$ 30,100.00
50	2" cal	Deciduous Trees	\$ 215.00	\$ 10,750.00
50	6-10' hgt	Coniferous Trees	\$ 225.00	\$ 11,250.00
985	5 gal	5 gallon shrubs - homes	\$ 20.00	\$ 19,700.00
850	1 gal	Shrubs and Grasses - Homes	\$ 8.00	\$ 6,800.00
250	1 gal	Shrubs perenials common areas	\$ 8.00	\$ 2,000.00
100	5 gal	Shrubs entry way common area	\$ 20.00	\$ 2,000.00
458	cyds	Bark Mulch	\$ 32.00	\$ 14,656.00
Base Bid Total			\$	282,293.50

Exclusions/Qualifications

The following is a list of qualifications and/or items excluded from our proposal, unless otherwise stated above.

This proposal has been formulated based solely for the purpose of determining bonding value. Final proposal will be based on final design.

Water meter, water connection and water by others

Electrical work by others

Erosion and Dust control by others

Traffic control by others

Construction access to site provided by others (repair of temporary access roads if any not included)

Construction site protection and security to be provided by others

All planting materials must be approved by the Landscape Architect prior to installation

Discovery and removal of underground obstructions, if applicable, not included

Repair of improperly identified/buried utility, cable, gas and phone lines(including fiber optics) not included

Additional mobilization cost if project is not done in coordinated phases

Performance & payment bond costs are not included

Any and all permits not listed specifically above, not included

Hardscape (concrete, pavers, retaining walls, etc) by others

This proposal represents a complete package (as per the plans and specifications), and is valid upon the entire scope of work listed above being awarded to Intermountain Plantings.

Final grade must be received at 1/10th +/- of 1' or as per specifications.

Bid as per plan pages:

Design/build

Bid as per spec sections:

Design/build

Addendum received:

Design/build

Proposal Submitted by:

(date)

Proposal valid for 30 days

Business Development Manager