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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ARTEMIS INVESTMENTS LLC
PO BOX 633
DRAPER UT 84020
BY: ZJM, DEPUTY - WI ~~246 P~~ 248 P

WHEN RECORDED, PLEASE RETURN TO:

Mr Mark Shea, Manager
ARTEMIS INVESTMENTS, LLC
P O Box 633
Draper, Utah 84020


NOTICE OF DEVELOPMENT AGREEMENT

ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, hereby gives notice of the execution of the attached documents:

1. DEVELOPMENT AGREEMENT FOR INDEPENDENCE AT BLUFFDALE
2. FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR INDEPENDENCE AT BLUFFDALE

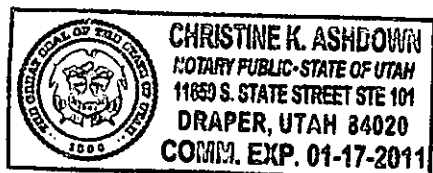
in the form attached hereto and binding upon the parties to such agreements, their successors-in-interest and assigns, which agreements run with the land and are incorporated by reference and applicable to the following real property located within Salt Lake County and more particularly described in that particular two-page document attached hereto and entitled "REZONE BOUNDARY - Legal Description.


Dated this 30 day of June, 2008.

ARTEMIS INVESTMENTS, LLC
a Utah ~~limited liability~~ company
By: 
MARK SHEA, Manager

STATE OF UTAH)
)ss
SALT LAKE COUNTY)

On this 30 day of June, 2008, MARK SHEA, Manager of ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, personally appeared before me and, on his oath, acknowledged to me that he signed the foregoing NOTICE OF DEVELOPMENT AGREEMENT, for and in behalf of ARTEMIS INVESTMENTS, LLC, pursuant to authorization of the Operating Statement of the limited liability company, for the purposes therein indicated.




NOTARY PUBLIC

REZONE BOUNDARY – Legal Description

Beginning at a point S89°39'47"E along the section 669.84 feet from the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, running; thence S24°30'24"W 54.91 feet; thence S34°56'34"W 818.61 feet; thence S43°04'25"W 324.39 feet to the point of curvature of a 447.70 foot radius curve to the left (center bears S46°55'35"E); thence southwesterly 212.03 feet along the arc of said curve through a central angle of 27°08'07"; thence S15°56'18"W 179.22 feet; thence S34°56'13"W 834.67 feet; thence S43°28'54"W 145.29 feet; thence S66°30'54"W 340.69 feet; thence S62°30'54"W 1084.34 feet; thence S74°30'54"W 737.82 feet; thence S82°00'54"W 711.80 feet; thence N85°59'06"W 944.48 feet; thence S00°02'30"E 90.55 feet; thence N89°59'00"W 785.77 feet to a point on the east line of the D. & R.G. Railroad; thence following said east line of the D. & R.G. Railroad the following five (5) courses: 1.) N07°16'57"E 582.77 feet to the point of curvature of a 3706.52 foot radius curve to the right, 2.) northeasterly 161.73 feet along the arc of said curve, through a central angle of 02°30'00" to the point of compound curvature of a 1834.71 foot radius curve to the right, 3.) northeasterly 411.48 feet along the arc of said 1834.71 foot radius curve through a central angle of 12°51'00" to the point of compound curvature of a 3706.52 foot radius curve to the right, 4.) northeasterly 161.73 feet along the arc of said 3706.52 foot radius curve through a central angle of 02°30'00", 5.) N25°05'57"E 3030.09 feet to a point at the intersection of the east line of the D. & R.G. Railroad and the South line of Section 11, said point also being N89°32'53"E along the section line 781.45 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, running; thence N89°32'53"E along said section line 492.01 feet to the west of the Utah Power and Light property; thence N00°25'01"E along said west line of the Utah Power and Light property 902.42 feet to a point on the east line of the D. & R.G. property; thence following said D. & R.G. property the following six (6) courses: 1.) S64°18'28"E 175.25 feet; 2.) N28°01'46"E 569.93 feet; 3.) N62°16'11"W 75.00 feet; 4.) N28°17'32"E 1050.05 feet; 5.) N62°16'11"W 150.00 feet; 6.) N28°20'27"E 301.71 feet to a point on the north line of the southwest quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N89°28'14"E along said north line 604.20 feet; thence S00°48'33"E 30.00 feet; thence S84°12'50"W 148.40 feet; thence S00°48'33"W 1255.61 feet; thence west 19.05 feet to a point on the east line of the southwest quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S00°48'29"W along said east line 1319.57 feet to the south quarter corner of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N89°46'54"E along the south line of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian 2684.76 feet to the south east corner of said Section 11 (northeast corner of Section 14), Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N00°07'51"E along the east line of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian 1610.18 feet; thence N80°55'16"E 117.03 feet to the point of curvature of a 230.87 foot curve to the left; thence northeasterly

188.74 feet along the arc of said 230.87 foot radius curve through a central angle of 46°50'21"; thence N34°04'55"E 397.03 feet to the point of curvature of a 662.88 foot radius curve to the right; thence northeasterly 198.50 feet along the arc of said 662.88 foot radius curve through a central angle of 17°09'27"; thence N51°14'22"E 470.29 feet to the point of curvature of a 806.39 foot radius curve to the left; thence northeasterly 147.96 feet along the arc of said 806.39 foot radius curve through a central angle of 10°30'46" to a point on the south right-of-way line of 14600 South Street; thence S89°55'52"E along said south right-of-way line 438.32 feet to a point on a 490.00 foot radius non-tangent curve to the left (center bears S00°04'08"W); thence southwesterly 332.07 feet along the arc of said 490.00 foot radius curve through a central angle of 38°49'46"; thence S51°14'26"W 291.35 feet; thence S38°45'38"E 245.23 feet; thence S51°14'22"W 78.08 feet; thence S45°25'34"E 799.11 feet to a point on the west line of the Draper Irrigation Canal property; thence following said west line the following six (6) courses: 1.) S58°45'08"W 102.60 feet to the point of curvature of a 420 foot radius curve to the left, 2.) 158.05 feet along the arc of said 420.00 foot radius curve through a central angle of 21°33'38"; 3.) S37°11'30"W 579.93 feet to the point of curvature of a 1654.72 foot radius curve to the left; 4.) 234.29 feet along the arc of said 1654.72 foot radius curve through a central angle of 08°06'45"; 5.) S29°04'46"W 302.86 feet; 6.) S21°26'32"W 461.61 feet to a point on the south line of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N89°39'47"W 0.46 feet to the point of beginning.

Contains 518.58 acres more or less, and includes tax parcel numbers:

33-11-300020
33-11-300021
33-12-300047
33-12-300048
33-12-300050
33-13-100027
33-14-200001
33-14-200004
33-14-300001
33-14-100002
33-14-100003

**DEVELOPMENT AGREEMENT
FOR
INDEPENDENCE AT BLUFFDALE**

THIS DEVELOPMENT AGREEMENT FOR INDEPENDENCE AT BLUFFDALE ("Agreement") is made and entered as of the 11 day of December, 2007 (the "Effective Date"), by and between BLUFFDALE CITY, a Utah municipal corporation, hereinafter referred to as "City", and ARTEMIS INVESTMENTS, LLC, a Utah limited liability company, hereinafter referred to as "Developer." As used herein, the term "Developer" shall include all Permitted Transferees (as defined in Section 17 below), and all Developer Affiliates (as defined in Section 17 below). The City and the Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. The Developer owns, or has the right to develop, approximately 536.15 acres of land located within Bluffdale City and situated between the Union Pacific Railroad right-of-way on the west and the Pony Express Road on the east, and 14600 South on the north and the Geneva gravel pit on the south (the "Property").

B. At present, 518.58 acres of the Property are zoned Mixed Use (the "Mixed Use Property"), and 17.57 acres of the Property are zoned Regional Commercial (the "Regional Commercial Parcel").

C. The Property is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and shall include any additional real property expressly made subject to this Agreement by the City and the Developer.

D. The Developer shall develop the Property in a project known as "Independence at Bluffdale" (the "Project").

E. The Developer shall develop all of the Property under the Mixed Use zone as established by the Bluffdale City Zoning Ordinance, Section 12.6.18 et seq. (the "Mixed Use Zone" or the "Mixed Use Zone Ordinance"), except for that portion of the Property that the Developer retains in the Regional Commercial zone.

F. On December 12, 2004, the Bluffdale City Council (the "City Council") approved a zoning change to the Mixed Use Property, designating it as a Mixed Use Zone.

G. On April 12, 2005, the City Council approved the land use, maximum permitted density and open space for the Project in a project plan, as required under the Mixed Use Zone (the "Initial Project Plan"). The Initial Project Plan includes: a land use map and zoning overlay designations for the Property; a concept vehicular circulation plan; concept boulevard and collector street plans; a concept pedestrian plan; concept trail system plans; a concept open space plan; a concept entry signage plan; and concept water, sewer and storm drain master plans.

H. On February 27, 2007, the City Council approved the design guidelines for the

Project attached hereto as Exhibit B and incorporated herein by reference (the "Design Guidelines").

I. Concurrent with the adoption of this Agreement, the Parties desire to approve a more detailed project plan (the "Specific Plan"). A copy of the Initial Project Plan and Specific Plan are attached hereto as Exhibit C and incorporated herein by reference. The Specific Plan supercedes, in large part, the Initial Project Plan. The Specific Plan includes the following components, a number of which were included in the Initial Project Plan with a lower level of detail: a Concept Master Land Use Plan, a Concept Master Street Plan; a Concept Master Trails Plan; a Concept Pedestrian Circulation Master Plan; a Concept Open Space Master Plan; a Concept Street Tree Master Plan; a Concept Entry Signage Plan; and Concept Water, Storm Drain and Sewer Plans.

J. The Initial Project Plan and the more-detailed Specific Plan (collectively, the "Project Plan"), establish the use, maximum permitted density, intensity and general configuration of the Property, subject to applicable City Ordinances. Notwithstanding the foregoing, the parties deem that the Project Plan is general in nature and is subject to refinement through further processing of the individual Phases of the Property based on the Developer's more precise engineering studies required with each final plat submitted for review and approval by the City. For purposes of this Agreement, a phase ("Phase") shall constitute a specific area of the Property that the Developer intends to develop at one time.

K. The City has the authority to enter into this Agreement pursuant to Section 10-9a-102(2) of the Utah Code and Chapter 12.23 of the Bluffdale City Zoning Ordinance, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Project in accordance with the terms and conditions of this Agreement and in accordance with City Ordinances, rules and regulations, land use policies and legislative approval conditions.

L. This Agreement is consistent with, and all final plats within the Project are subject to and shall conform with the City's General Plan (as amended to the Effective Date), the City's Mixed Use Zone or Regional Commercial Zone, and any permits issued by the City pursuant to City Ordinances, regulations, and the City of Bluffdale Standard Drawings and Specifications (except as modified by the Project Plan).

M. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Property Development. The Project will be developed as a mixed-use

development under the Mixed Use Zone Ordinance, the Regional Commercial Zone Ordinance, the Subdivision Ordinance, other relevant provisions of the Zoning Ordinance, and the City of Bluffdale Standard Drawings and Specifications, all as adopted by the City and in existence as of the Effective Date (collectively, the “City Ordinances”), as well as the Design Guidelines, Project Plan and this Agreement. For purposes of this Agreement, the term “Bluffdale Standard Drawings and Specifications” shall be deemed to include the International Building Code, International Residential Code, American Association of State Highway Transportation Officials (AASHTO) standards, APWA, and American Water Works Association standards, as such standards exist and have been adopted by the City on the Effective Date.

3. Project Plan and Design Guidelines.

a. Approval of Project Plan. The Project Plan establishes the land use and development rights for the Property, and the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Project Plan, Design Guidelines and City Ordinances. The City’s approval and execution of this Agreement grants the Developer the right to develop the Property and construct the Project in accordance with the uses, maximum densities, intensities, approval processes, improvements and general configuration of development set forth in this Agreement, the Project Plan and the Design Guidelines. All Developer submittals must comply generally with the Design Guidelines and Project Plan. The Design Guidelines and Project Plan may be amended from time to time with the approval of the Planning Commission, City Council and the Developer as set forth in Section 3(b) below. Developer acknowledges and agrees that the Developer’s ability to develop the Property according to the general configurations set forth in the Project Plan and Design Guidelines is contingent upon the Developer providing all engineering required by the City under the Subdivision Ordinance for each Phase of the Project and the City’s approval of such engineering in accordance with the City Ordinances.

b. Amendment to Project Plan or Design Guidelines. The Project Plan satisfies the concept plat requirement for each Phase of the Project. The Developer can make Minor Changes (as defined below) to the Design Guidelines and Project Plan by working with the City staff. If, however, the Developer is seeking to make a Major Change (as defined below), the Developer shall be required to obtain approval of the Planning Commission and City Council to amend the Design Guidelines and Project Plan. Planning Commission and City Council approval of an amendment will not require a public hearing. For purposes of this Agreement, a “Major Change” shall be limited to the Developer’s request to: (i) change the width of a road within the Project identified in the Project Plan if a proposed road width in a preliminary or final plat differs from the road widths approved in the Design Guidelines and Project Plan, (ii) change the connection points of collector or major roads within the Project as identified in the Project Plan (i.e., changes in the location of intersections and connection points as opposed to changes in the location or alignment of collector or major roads), or (iii) change the location of land uses within the Project (i.e., residential pod to commercial pod). Notwithstanding the foregoing, a Major Change shall not include (i) any changes to the Design Guidelines or Project Plan required by any governmental or quasi-

governmental entity due to then current standards adhered to by either the governmental or quasi-governmental entity (i.e., any party other than the Developer), (ii) any changes to the alignment of roads in the Regional Commercial Parcel as set forth in the Project Plan or (iii) any change of residential and commercial uses between the Regional Commercial Parcel and the Mixed Use Property, provided that the overall density for the Project is not affected. All changes that are not Major Changes (“Minor Changes”) shall not require approval of the Planning Commission or City Council, but can be made with the approval of the City staff. For example, if a third party such as the Utah Department of Transportation (“UDOT”) demands a realignment of 14600 South that affects the Design Guidelines or layout of the roads set forth in the Project Plan, such change will constitute a Minor Change as it is not a change requested by the Developer.

4. Subdivision of the Property. The Design Guidelines and Project Plan do not constitute a subdivision of the Property or any portion thereof. All future subdivisions of the Property shall comply with the City Ordinances, Design Guidelines, Project Plan, and this Agreement. Subdivision plat approval, obtained in accordance with the provisions of the Mixed Use Ordinance and the relevant provisions of the Subdivision Ordinance, will be required for each Phase of the Project. The Developer shall work with the City staff to create the final plat and construction drawings for each Phase of the Project. The City staff shall submit the Developer’s proposed preliminary and final plats to the Planning Commission or City Council for review and approval at such time as the Developer (i) has submitted a preliminary or final plat and construction drawings that comply with the Design Guidelines, Project Plan, this Agreement and Sections 11.28 (preliminary plat) or 11.29 (final plat) of the Bluffdale Subdivision Ordinance, and (ii) has received initial comments from the Bluffdale City Development Review Committee (“DRC”) on its submissions; provided, however, that if the DRC identifies any significant design or engineering problems in the plat or construction drawings, the Developer will be required to resolve such problems to the reasonable satisfaction of the DRC prior to having the Planning Commission or City Council review such plat and construction drawings. The Developer shall be entitled to obtain approval of the preliminary and final plats concurrently for one or more different Phases of the Project if such plats are documented and approved in accordance with City Ordinances. For the avoidance of doubt, the Developer will not be permitted to seek concurrent approval of preliminary and final plats for a specific Phase; however, the Developer will be permitted to seek preliminary plats for one or more Phases at the same time, final plats for one or more Phases at the same time, or preliminary plats for some Phases and final plats for other Phases at the same time.

5. Development of the Property. The Property shall be developed by the Developer in accordance with the requirements contained herein:

a. Compliance with City Ordinances and Development Standards. The Property, all portions thereof, and each Phase shall be developed in accordance with this Agreement, the Design Guidelines and Project Plan, and the City Ordinances. Specifically, the Project Plan shall act as the concept plan for the Project, and the Design Guidelines establish the specific standards under the Mixed Use Zone Ordinance for the Project.

b. Phasing. The Property shall be developed in accordance with the Design

Guidelines and Project Plan in Phases. The phasing of the Property shall comply with Section 11.11.5 of the Bluffdale Subdivision Ordinance; provided, however, that the City staff may recommend that the Planning Commission and City Council consider Phases larger than the maximum number allowed under the Subdivision Ordinance (i.e., Phases with between 65 and 100 lots) on the basis that the lots in the Project will be relatively small. The Developer and City staff will work together to determine the appropriate size of future Phases before the Developer is required to submit plans and profiles and other elements of a preliminary plat for a desired Phase.

c. Open Space Requirements. The Developer shall preserve certain open space within the Property consistent with the density approved by the City in Section 5(d) below (the "Open Space"), and in accordance with the open space plan attached hereto as Exhibit D and incorporated herein by reference (the "Open Space Plan"). The Developer shall dedicate or convey by deed to the City or another entity designated by the City, such portions of the Open Space identified on the Open Space Plan as City-owned Open Space, and the City agrees to accept such dedication. The City also may accept the dedication of other areas of Open Space, as determined by the Parties on a plat-by-plat basis. The City, or other appropriate party(ies) approved by the City, shall not use City-owned designated Open Space for purposes inconsistent with the Design Guidelines or City Ordinances. The Open Space shall be maintained by the party holding title thereto (or another party designated by such owner), unless otherwise set forth herein. The Parties intend to have all areas of Open Space not dedicated to the City governed by Section 78-27-63 of the Utah Code so that the Parties are immune from liability for legal actions for injuries relating to recreational activities. In addition, the Developer, and all subsequent owners of any Open Space not dedicated to the City, shall enjoy the rights and protections set forth in Sections 57-14-1 through 57-14-7 of the Utah Code.

i. Developer's Reservation of Certain Open Space. The Developer will not retain ownership of any Open Space, except as set forth on the Open Space Plan, or as otherwise determined by the City on a plat-by-plat basis. The Developer has designated certain Open Space areas on the Open Space Plan as areas for the potential construction of community amenities such as a swimming pool, tennis courts, club houses or facilities specifically related to recreational amenities to be owned and maintained by homeowners' associations within the Project (the "HOA Amenities"). The Developer shall dedicate the Open Space areas reserved for HOA Amenities to the City upon the recordation of a final plat(s) for the Phases containing such areas. However, the Developer shall reserve the right to construct the HOA Amenities on Open Space in a Phase designated for potential HOA Amenities for a period of five (5) years from recordation of a final plat, and the City agrees to convey such Open Space to a homeowners' association, by providing language on a final plat for a portion of such Open Space in such Phase in the following general form:

"Declarant reserves the right for a period of up to five (5) years from the date of the recordation of this Final Plat to construct on the area noted on the Final Plat as Future Amenities Open Space

(the "Open Space"), at its sole cost and expense, a swimming pool, club house, tennis courts or other amenities (the "HOA Amenities") for the use and enjoyment of the owners of lots within the area included in this Final Plat, and all other lot owners within the Independence at Bluffdale project (as defined by the Development Agreement for the Independence at Bluffdale project), their guests or invitees (collectively, the "Independence Lot Owners"). If Declarant completes the construction of the HOA Amenities within such 5-year period, the Open Space will be conveyed by Bluffdale City to and owned by a homeowners' association of the Independence at Bluffdale project designated by Declarant. If Declarant fails to complete construction of the HOA Amenities within such 5-year period, or such earlier period as determined by Declarant, Declarant's right to construct the HOA Amenities and have Bluffdale City convey the Open Space to a Declarant-designated homeowners' association shall expire, and such Open Space shall be owned and maintained by the City for the use and enjoyment of the Independence Lot Owners and all residents of Bluffdale City without any further action by the Declarant or Bluffdale City."

After the recordation of a final plat in which the Developer has the right to construct HOA Amenities in certain Open Space, the Developer agrees to arrange for the installation, at its sole cost and expense, of sod and a sprinkler system in such Open Space (unless Developer intends to construct the HOA Amenities, in which case sod and a sprinkler system will not be required). During the five-year period in which the Developer has the right to construct the HOA Amenities on certain Open Space, the City shall (i) maintain such Open Space, (ii) pay all water fees and other assessments imposed on such Open Space, and (iii) assume all liability for any accidents occurring on such Open Space. Open Space areas containing HOA Amenities conveyed to one or more homeowners' associations shall not be subtracted from the overall Open Space provided by the Developer in the Project. The homeowners association owning any HOA Amenities shall permit use of the HOA Amenities by residents of the City not living within the boundaries of the Project, provided that City residents pay a fee to be established by such homeowners association, and agree to abide by all rules and regulations established by such homeowners association for use of the HOA Amenities. The City's conveyance of the Open Space areas containing the HOA Amenities to a Developer-designated homeowners' association shall be deemed a transfer completed pursuant to Section 10-9a-508(2) of the Utah Code.

Notwithstanding the foregoing, if during the 5-year period in which the Developer has designated certain Open Space for HOA Amenities, the City reasonably determines that such designated Open Space is required by the City for public Open Space, the City may require the Developer to identify another portion of the Open Space in the Project to designate as a site for HOA

Amenities, and to relocate such designated Open Space for HOA Amenities to such other site. The City agrees to approve the Developer's use of other Open Space identified by the developer to relocate the HOA Amenities, and to reimburse the Developer its actual costs for construction of any improvements in the Open Space to be vacated at the time that the Developer vacates such Open Space. The City agrees to assume possession of the vacated Open Space in the condition the Developer vacates such Open Space.

ii. Construction of Public Improvements. The Developer shall construct the Public Amenities (as defined below) contemplated by the Design Guidelines and Project Plan in Open Space areas within the Property to be dedicated to the City or for public use. The City shall only require the Developer to construct Public Amenities in Open Spaces located in the specific Phase under construction.

iii. Construction of Public Improvements. The City shall have the right to construct public improvements and facilities in the City's Open Space areas (those dedicated or conveyed by deed to the City or another entity designated by the City), after their dedication or conveyance to the City (or another entity designated by the City), provided such improvements and facilities are consistent with the Design Guidelines and Project Plan, and provided, further, that no public improvements will be constructed by the City in Open Space areas designated for HOA Amenities until after the expiration of the Developer's five-year option period (or the Developer's written waiver of its right to utilize the area for HOA Amenities).

iv. No Assessments on Dedicated Open Space; Open Space Governed by Design Guidelines. Any Open Space dedicated or conveyed to the City (or another entity designated by the City) shall be free from regulation and assessment by the Developer, or other homeowners' associations, with the exception that any improvement to such Open Space shall be subject to the Design Guidelines.

v. Maintenance of Open Spaces. The City shall assume full responsibility for the maintenance of all public parks, trails and other Open Spaces dedicated or conveyed by the Developer to the City (or another entity designated by the City), and accepted by the City, from and after any applicable warranty period or as otherwise set forth in the City Ordinances. The City shall maintain all improvements within dedicated Open Space areas in substantially the same or better condition as when the City receives such improvements.

d. Density Requirements.

i. Existing Property in the Project. The gross residential density shall not exceed 7.1554 dwelling units per gross acre, based on overall open space of twenty-two percent (22%) as approved by the City in the Initial Project Plan for the portion of the Project comprised of 518.55 acres known as the Mixed Use Property. The Mixed Use Property is shown on Exhibit E, which is a

diagram of the Project boundaries as outlined in the Project Plan.

ii. Additional Property. If the Developer elects to include additional property within the map boundaries of the Project or additional property contiguous or adjacent to the Property in the Project (the "Additional Property"), this Agreement may be amended with the approval of the City Council to include such Additional Property as part of the Property. The City shall act in good faith in considering the Developer's request for the inclusion of Additional Property in the Project. In determining whether the requirements set forth in Section 12.6.18.7 of the Mixed Use Ordinance are met for purposes of including the Additional Property in the Project, the City shall give consideration to the fact that the Project meets the requirements of Section 12.6.18.7. For any Additional Property included as part of the Project, the Additional Property shall have a maximum gross residential density that is based on the calculations for gross residential density and open space set forth in the then current version of the Mixed Use Zone Ordinance; provided, however, that the Additional Property maximum gross residential density shall not be less than that authorized for the Mixed Use Property so long as the Additional Property contains the same percentage of open space as the Mixed Use Property.

iii. Density Transfers. Upon prior written consent of the City, which consent shall not be unreasonably delayed, conditioned or denied, Developer shall have the right to transfer densities within the Project boundaries, provided that the gross residential density for the Project does not exceed the gross density of the overall Property set forth in Section 5(d)(i).

iv. Uses. Areas within the Project designated for the construction of apartments can be utilized for the construction of the same number of stacked condominium units.

e. Roads and Traffic.

i. Master Street Plan. The general layout and location of the roads as depicted in the Concept Master Plan included in the Project Plan constitute general guiding principles the Developer will observe in establishing the layout and design for each Phase of the Project. All roads within the boundaries of the Property shall provide service to the general areas depicted in the Concept Master Street Plan contained in the Project Plan and shall be constructed with the widths set forth therein, unless changes to the connection points, intersections or widths constituting Minor Changes (i.e., changes not requested by the Developer) are required, in which case roads may be realigned with approval of the City staff. The final location and design of all roads in the Project is subject to the Developer's submission to the City staff of all engineering required under the Bluffdale Subdivision Ordinance and the City engineer's review and approval of such engineering. Signage and traffic signals relating to roads constructed by the Developer shall comply with the City Ordinances and UDOT standards. Except as otherwise provided in the Design Guidelines and Project Plan or in this Agreement, all required streets within the Project shall be designed and

constructed according to the Design Guidelines and Project Plan, and the asphalt and road base requirements set forth in the City Ordinances as of the Effective Date. The Developer agrees to use commercially reasonable efforts to work with UDOT, the City, the canal companies and relevant utility companies to coordinate the alignment of roads accessing the Property.

ii. Road Dedications. The roads designated in the Project Plan for dedication shall be dedicated to and accepted by the City as required for development of a particular Phase and shall be constructed by the Developer according to the Design Guidelines and Project Plan and the asphalt and road base requirements set forth in the City Ordinances as of the Effective Date.

f. Trail Connections.

i. General. Except as otherwise set forth in this Agreement, the following general provisions shall apply to the trails in the Property.

1. Location. The Pedestrian Circulation Master Plan, which is part of the Project Plan, outlines the general location of the trails within the Project. Trails in the Property shall be located in the places approved by the City on the final plats pertaining to a Phase as generally outlined in the Pedestrian Circulation Master Plan.

2. Construction. The Developer shall construct trails within that portion of the Property designated for trails in the Design Guidelines and Project Plan and/or final plats for a Phase of the Property. The Developer shall construct the trails as part of the improvements for a given Phase as other improvements for such Phase are constructed. Notwithstanding the foregoing, the City shall only require the Developer to construct trails in a specific Phase under construction. All trails shall be constructed and preserved in accordance with the Design Guidelines and Project Plan and the City Ordinances. The Developer shall pay, or cause to be paid, the construction costs for all trails required under the Project Plan.

3. Maintenance. The Developer shall dedicate by plat recordation or convey by deed to the City (or another entity designated by the City) all trails located on property in the Project, which are at least 10' wide with a base of 8" covered by 3" of AC-20 or better asphalt. The City agrees to accept the dedication of trails that meet the foregoing requirements, and to assume the responsibility for maintaining such trails in the condition the City receives such trails, from and after any applicable warranty period or as otherwise set forth in the City Ordinances as determined by the City on a plat-by-plat basis. If the Developer constructs portions of the trails on property owned by the City or any third party (after receiving appropriate easements or permission), the City agrees to assume the responsibility for maintaining such trails in the condition the City receives such trails, from and after any applicable

warranty period or as otherwise set forth in the City Ordinances. The Parties intend to have all trails not dedicated to the City governed by Section 78-27-63 of the Utah Code so that the Parties are immune from liability for legal actions for injuries relating to recreational activities. In addition, the Developer, and all subsequent owners of any trails not dedicated to the City, shall enjoy the rights and protections set forth in Sections 57-14-1 through 57-14-7 of the Utah Code.

g. Architectural Requirements.

i. Design Guidelines. Attached to this Agreement as Exhibit B and incorporated herein are the Design Guidelines for the Property, which are consistent with the standards set forth in the Mixed Use Zone. The Design Guidelines also are substantially consistent with the Initial Project Plan, and constitute part of the Project Plan. After the Developer relinquishes control of the Project, the homeowners' association(s) established by the Developer shall have the right to amend the Design Guidelines pursuant to the Covenants, Conditions and Restrictions (the "CC&Rs") recorded against the Property.

ii. Independence Design Review Committee. Pursuant to the Design Guidelines, an Independence Design Review Committee ("IDRC") will be established. During the period of the Developer's control of the Project, the IDRC will be comprised of representatives of the Developer, including a design professional. The IDRC will review all proposed site and vertical construction plans and submit to the City a letter of acceptance or denial of the proposed plans (the "IDRC Approval Letter"). The City shall not commence its review of any proposed site or vertical construction plans, until the City has received an IDRC Approval Letter. The IDRC shall have the authority under the CC&Rs to interpret and enforce all Design Guidelines applicable to the Property. The City shall have the right to interpret and enforce the Design Guidelines; provided, however, that the City will accept an IDRC Approval Letter as a determination that the proposed plans are consistent with the Design Guidelines. When the City receives an IDRC Approval Letter, the City will limit its review and enforcement to matters arising after the issuance of a building permit. After the Developer or Developer Affiliate has relinquished control of the Project (i.e., sold or conveyed all of the Property), the IDRC will be comprised of property owners within the Project. The process for turning control of the Project over to the various homeowners' associations and lot owners within the Project shall be outlined in and governed by the CC&Rs recorded against the Property.

h. Utilities and Infrastructure.

i. General. The Developer shall install or pay for the installation by the appropriate entity of the following utilities and infrastructure: roads, curb, gutter, sidewalks, natural gas, underground electrical service, telephone, storm drain, flood control, sanitary sewer, and culinary water for each Phase when developed. In addition, if the Parties determine, based on the process outlined in

this Agreement, that a secondary water system in the Project is required, the Developer shall install or pay for installation of a secondary water system on a Phase-by-Phase basis. If requested by the City's approved cable television/high-speed internet provider, the Developer will permit installation of cable by such provider in trenches in public utility easements within the Project, provided that such provider installs its cable in a timely manner during the time that trenches are open for the installation of electric lines. Installations shall be done in accordance with the City's design requirements and construction standards in existence as of the Effective Date, and the design and construction standards imposed by the relevant service provider, except as such standards or specifications are modified by the Design Guidelines or Project Plan. The Developer shall be responsible to pay for all required inspections of such improvements by the City (exclusive of any inspections involving third-party cable service providers).

ii. Culinary Water System Development. Developer shall install or pay for the installation of a culinary water supply system to serve the Property in accordance with the final plats submitted by the Developer and approved by the City, which shall include water transmission and distribution lines within the boundaries of the Property. The culinary water system shall connect to and become part of the City's water system, and shall comply with the City Ordinances.

iii. Secondary Water System. The Developer, with the consent of the City, commissioned a study to determine whether a full-scale secondary water system imposes an unreasonable financial burden on the homeowners (the "Secondary Water Feasibility Study"). The Secondary Water Feasibility Study established that a secondary water distribution system servicing each building lot in the Project would impose an unreasonable burden on the homeowners. Based on the findings of the Secondary Water Feasibility Study, the City authorizes the Developer to install a partial secondary water distribution system (the "Secondary Water System"), which will service all of the parks within the Project identified on Exhibit F attached hereto and incorporated herein by reference (the "Secondary Water Service Area"). In that connection, the Developer shall dedicate to the City only the amount of water required by Draper Irrigation Company to service the Secondary Water Service Area. So long as the Developer delivers the water required under the preceding sentence, the City agrees not to require any additional water from the Developer under Bluffdale City Ordinance 2005-20 (or any related ordinance). The Developer shall install a Secondary Water System on a Phase-by-Phase basis; provided, however, (i) the Developer shall install such Secondary Water System only to the Secondary Water Service Area, (ii) the Developer must enjoy easements or access rights through public utility easements that enable the connection of the Secondary Water System to a Draper Irrigation Company diversion point, (iii) the Developer shall dedicate to the City the Secondary Water System upon completion, and the City shall operate and maintain such system, and (iv) the Secondary Water System will include the required master meters installed at points approved by

the Bluffdale City Engineer.

iv. Storm Drain Facilities. The Developer shall install such on-site storm drains and detention ponds within Open Space as required by the standards and specifications of the City in existence as of the Effective Date, and indicated in the final plat for each Phase. Subsequent to the Developer's installation of storm drain improvements within the City and dedication of such improvements to the City, and the expiration of any warranty period, the City shall accept maintenance responsibilities for the storm drain infrastructure in the public street rights-of-way. The City agrees to accept the dedication of any off-site storm drain detention improvements constructed by the Developer west of the railroad tracks on land owned by the City.

v. Communications System. Notwithstanding any other provision in this Agreement or City Ordinances to the contrary, the Developer shall enjoy a franchise right, but not the obligation, to (i) install, (ii) operate or (iii) own a communications system containing high speed or broadband internet, cable, telephone and/or related services, and which shall service the residential dwellings and commercial units located on the Property (the "Communications System"). So long as the Developer (or its affiliate or assigns) provides such communication services in accordance with any relevant federal, state or City Ordinances, rules or regulations, the Developer (or its affiliate or assigns) shall enjoy the right to impose such connection and service fees as shall be established by the Developer in its sole discretion. The franchise right granted hereunder shall continue for such period as the Developer, or its assigns, shall own or operate the Communications System. The Developer (or its affiliate or assigns) shall have no obligation to provide any communication services to residential or commercial users located outside of the Property. The City agrees to permit the Developer to utilize one or more residential building lots within a Phase of the Project to construct facilities for the containment and operation of the equipment required to provide the communications services. The Developer shall screen such equipment according to the requirements of the Design Guidelines, and will provide the City with written acknowledgement from the IDRC of the Developer's compliance therewith. The City hereby grants the Developer the right to utilize all public utility easements in the Project to construct, install, own, operate, maintain and repair the lines and equipment required to operate the Communications System. Should the Developer elect to install the Communications System, or any portion thereof, within the public utility easements, the Developer shall enter into a franchise agreement inform and substance mutually acceptable to the Parties, if requested by the City. In the alternative, the Developer may install the lines and equipment to operate the Communications System in private easements located on the Property. The Developer's rights under this Section 5(h)(vi) shall be assignable to a third party owner or operator without the prior consent of the City or any users of the Communications System.

vi. Maintenance of Alleys. The Developer or a homeowners'

association shall assume full responsibility for the maintenance of any and all alleys in the Project owned by a homeowners' association, and snow removal within all alleys in the Project. The Developer or homeowners' association shall contract with a professional maintenance company for such responsibilities, and shall require the snow removal provider to not place snow from any alley within any public right-of-way. If snow is placed in a public right-of-way, the City shall have the right to remove such snow and bill the relevant homeowners' association for the removal cost.

i. System Improvements and Reimbursements. The City may require the Developer to up-size certain components of the infrastructure relating to the Project and the Property for the benefit of the surrounding property or install or construct certain components of the infrastructure relating to the Project that benefit of property in the City (the "Infrastructure Improvements"). In addition, the Developer may construct certain trails, parks or make other improvements to other Open Spaces for the benefit of the general public (the "Public Amenities"), all as contemplated by the Design Guidelines and the Project Plan. The Developer will pay all costs associated with the construction or installation of the Infrastructure Improvements and the Public Amenities. However, certain of the Infrastructure Improvements and Public Amenities may constitute "system improvements" under Sections 11-36-101 et seq. of the Utah Code Annotated (2007) (the "Impact Fees Act") for which the Developer is entitled to receive a full or partial reimbursement. The City and the Developer will work together in good faith to determine those portions of the Infrastructure Improvements and Public Amenities that constitute system improvements under the Impact Fees Act, and shall update the City's Capital Facilities Plan ("CFP"), if necessary, to include such Infrastructure Improvements and Public Amenities in the CFP and ensure the Developer's reimbursement for same. The Developer will construct the Infrastructure Improvements and Public Amenities, and the City will reimburse the Developer for the construction and installation of such Infrastructure Improvements and Public Amenities from impact fees collected by the City. The Infrastructure Improvements and Public Amenities shall be constructed at the time that the project improvements for each Phase of the Project are constructed. The Developer shall not be required to construct any Infrastructure Improvements or Public Amenities until such time as the Developer has obtained approval of a final plat for a Phase of the Project, has recorded such plat, has posted all required bonds and commences construction of the project improvements for such specific Phase of the Project. Reimbursement of the Infrastructure Improvements and Public Amenities shall be calculated according to the Impact Fees Act. The City and the Developer shall enter into a reimbursement agreement (a "Reimbursement Agreement") for each Phase of the Project for the City's reimbursement to the Developer for the reimbursable portion of the costs of the Infrastructure Improvements and the Public Amenities. The Parties shall work together in good faith to establish the terms of each Reimbursement Agreement and to execute the same prior to recordation of the final plat for each Phase. However, the failure of the Parties to execute a Reimbursement Agreement for a Phase prior to the recordation of the final plat for such Phase shall in no way release the City from its obligation to provide reimbursement to the Developer for the reimbursable portion of the costs of the Infrastructure Improvements and Public Amenities. Regardless of the time each Reimbursement Agreement is executed, a

Reimbursement Agreement will permit the Developer to obtain reimbursement for Infrastructure Improvements and Public Amenities constructed prior to or after the date on which the Reimbursement Agreement is executed. The City shall provide timely reimbursement to the Developer in accordance with a Reimbursement Agreement, the City Ordinances and the Impact Fees Act. In lieu of a formalized Reimbursement Agreement and the payments to be made, the City shall grant the financial credits to the impact fees, which would otherwise be assessed and collected from the Developer.

j. Dedication or Donation. The Developer shall dedicate to the City all public streets and public improvements in each Phase as such Phase is developed together with public utility easements as required by the City. The City shall accept such dedication as provided herein and agrees that the following dedication language shall be acceptable to the City:

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner(s) of all the hereon described tract of land hereafter known as _____, for good and valuable consideration received, does/do hereby dedicate and convey to Bluffdale City for perpetual use of the public, all parcels of land shown on this plat as a public roadway, and does/do hereby dedicate and convey to Bluffdale City and to each public utility providing utility services, non-exclusive easements for installation and maintenance of public utilities over, on, under and across the utility easements as shown on this plat. This dedication is subject to any easements of record as of the date hereof.

The Developer will take such action as is necessary to obtain the release of any encumbrances inconsistent with the above dedication on any portion of the Property to be dedicated to the City at the time of recordation of final plat for each Phase. Any Infrastructure Improvements or Public Amenities provided by Developer and developed on dedicated property shall be completed timely, with the City reserving the right of inspection prior to accepting those improvements, and subject to the warranty period set forth in the Bluffdale City Subdivision Ordinance in existence as of the Effective Date

6. Payment of Fees.

a. General Fees. The Developer, or the subject property owner, as applicable, shall pay to the City in a timely manner all required fees, including, but not be limited, to all subdivision processing and recording fees, and inspection fees, which are due or which may become due in the ordinary course pursuant to the City ordinances. Such fees shall be based on the City's fee schedule as adopted and amended by City ordinance from time to time. The Developer and all owners of any portion of the Property shall have a duty to pay all standard required fees assessed by the City in those amounts which are approved and in effect at the time the fees are actually paid to the City; provided, however, that the Developer or any other party required to pay impact fees for development of any portion of the Project shall have the right to protest the payment of such fees in the manner set forth in this Agreement. Notwithstanding the

foregoing, the City shall account for its use of inspection fees paid by the Developer on a Phase-by-Phase basis and refund to the Developer any portion of such fees not utilized by the City to inspect a Phase as follows: (i) ninety percent (90%) of all inspection fees for a Phase of the Project not utilized shall be refunded by the City at the time the City accepts improvements in such Phase and commences the warranty period and (ii) the remainder of the unused portion of the ten percent (10%) inspection fee shall be refunded by the City at the end of the warranty period for such Phase, after payment of the inspection fees for the final inspection at the end of such warranty period.

b. Impact Fees. If the Developer mitigates the impact of the development of the Project on certain public facilities for which impact fees are collected, the City will adjust the impact fees to be assessed against the Developer, the Project or the owners of lots in the Project to reflect the Project's actual impact on such public facilities. The amount of the impact fees collected by the City from the lots within the Project shall in all respects be lawfully imposed and collected under applicable City Ordinances and the Impact Fees Act. The City presently is in the process of completing a detailed study and review of its CFP and impact fee assessments (the "City CFP Study"). The Parties anticipate that the City CFP Study will result in an adjustment of the impact fees assessable to the Project. The Parties desire to reach a global resolution as to the impact fees assessable to the Project. However, this Agreement shall in no way constitute a waiver by the Developer or any other party with standing to challenge the impact fees imposed on any portion of the Project of its right to challenge the impact fees in the manner set forth in the Impact Fees Act.

7. Third Party Action. The parties recognize and acknowledge the successful completion of the Project depends on (1) approval by UDOT of the precise access location of 14600 South; (2) approval by relevant canal companies of certain canal crossings; (3) approval of discharge points in the Jordan River from Salt Lake County Flood Control for discharge of storm water from the Project; (4) the Developer obtaining such access and utility easements from utility companies and other third parties as may be necessary to complete the Project; and (5) the Developer obtaining approval for railroad crossings from the relevant railroad companies. The Parties further acknowledge that the foregoing third party approvals, and development of those portions of the Property dependant on such approvals, are not within the complete control of the Parties. Therefore, if approvals are not obtained, such event shall not be deemed to be a breach or default of this Agreement.

8. City Obligations. Subject to compliance with the terms of this Agreement by Developer, Permitted Transferees (as defined in Section 17 below) or Developer Affiliates (as defined in Section 17 below), the City agrees as follows:

a. Public Improvements. To maintain the public improvements associated with the Project and dedicated to the City following satisfactory completion thereof by the Developer, its Permitted Transferees or Developer Affiliates, and acceptance of the same by the City and commencement of the warranty period in the manner set forth in Section 5(c)(v) above.

b. Standard Services. To provide standard municipal services to the Project

including, without limitation, snow removal on public streets, garbage pickup and disposal, and police and fire protection, subject to the payment of all fees and charges charged or levied therefore by the City that are generally applicable to other similar properties in the City.

c. Culinary Water Service. To provide culinary water service on a Phase by Phase basis after culinary water systems are constructed by Developer and inspected and approved by the City.

d. Secondary Water. To provide secondary water service on a Phase-by-Phase basis after final plats are recorded and the Secondary Water System is constructed by the Developer and approved by the City, utilizing Draper Irrigation Company as the secondary water service provider.

e. Acceptance of Improvements. To maintain project and/or the Improvements dedicated to the City following satisfactory completion thereof by the Developer, a Permitted Transferee or Developer Affiliate, acceptance of the same by the City, subject to all applicable warranty work required by the Developer under the City's Subdivision Ordinance in existence as of the Effective Date.

f. Canal Company Indemnification. The Developer intends to construct one or more storm water detention ponds, which will discharge into canals. In order to discharge into the East-Jordan canal, the East-Jordan Canal Company will require the City to enter into an indemnification agreement in which the City must indemnify the East-Jordan Canal Company from any damage arising from the discharge of any pollutants into the East-Jordan Canal from the detention ponds. The City agrees to enter into such indemnification agreement(s) upon request. The Developer will construct treatment facilities as needed upstream of the discharge point(s), which treatment facilities shall comply with Salt Lake County specifications, and the City's reasonable engineering recommendations.

9. Creation of Special Improvement District. The City agrees, at the request of the Developer, to consider in good faith the formation of a special improvement district ("SID") to provide financing for certain system improvements, including, but not limited to, (i) major collector and arterial roadways; (ii) bridges, canal crossings, railroad crossings, tunnels or borings; (iii) main transmission/distribution lines for water, secondary water, sewer and storm drain; (iv) regional onsite detention basins and storm drain facilities; and (v) parks, trails and open space that provide regional benefit. The Developer has provided, and will continue to provide, studies and other information reasonably requested by the City in its consideration of the formation of an SID.

10. Developer's Use of 1300 West; Adjacent Property. To the extent the City owns or has title to the real property comprising 1300 West, or adjacent to 1300 West, the City agrees to permit the Developer to run sewer and water lines in 1300 West, if needed by the Developer. In addition, the City agrees to grant the Developer utility easements (i.e., storm drain, sewer and water, etc.) as needed in 1300 West and across the property owned by the City, which is located on the west side of the railroad tracks. The City agrees to approve 1300 West as a temporary secondary surface access for fire protection and other emergency vehicles for the Riverview

neighborhood.

11. Completion of Road Near 1000 West. In constructing the Project, the Developer will be required to complete the construction of a collector street in the general area of 1000 West from 14600 South to the Mt. Jordan Property (the "1000 West Road Improvements"). The 1000 West Road Improvements shall be constructed as a Collector Street – Type 3, as set forth in the Project Plan. The Developer shall have the right to reroute the Collector Street – Type 3 referred to in this paragraph as 1000 West with an alignment approved by East Jordan Irrigation Company to another location on the Property in the general area acceptable to the Developer and the City.

12. Construction Standards and Requirements.

a. General. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances as of the Effective Date, the Design Guidelines, Project Plan and this Agreement. Prior to final City release of construction security for the infrastructure on any Phase of the Property, "as built" drawings in both hard copy and electronic format shall be provided without cost to the City. The electronic format of such "as built" shall be designated by the City. Improvements and landscaping for the Property shall be constructed for each Phase at least to the level of the Design Guidelines and Project Plan. The Developer shall cause to be constructed public improvements, as indicated in this Agreement, the Design Guidelines and the Project Plan, as such improvements are required to provide necessary and customary access and municipal services to each Phase of the Property.

b. [Intentionally Left Blank]

c. Security for Infrastructure. Security to guarantee the installation and completion of all public improvements located within the Property on a Phase-by-Phase basis for each final plat shall be provided by the Developer, Developer Affiliates or Permitted Transferees as required by the City Ordinances. The Developer, Developer Affiliates or Permitted Transferees shall provide either escrow bonds or letters of credit at the Developer's option for each final plat in a Phase of the Project, which security shall be reduced periodically upon written request by the Developer and proportionately in a timely manner as such improvements are built by the Developer and are thereafter inspected and approved by the City, which inspection and approval shall not be unreasonably withheld, conditioned or delayed. In addition, the Developer shall post revegetation/restoration security on passive Open Space areas as reasonably required by the City to secure completion of any required revegetation and restoration to passive Open Space areas constructed upon by the Developer.

d. Required Studies. The City may require further and/or updated soil and geological studies, which the City, in its sole and reasonable discretion, shall determine are necessary.

e. Indemnification and Insurance During Construction.

i. Developer Indemnification. The Developer agrees to indemnify

and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person (a) which shall occur within the Property during the Developer's construction of infrastructure improvements or occur in connection with any off-site work done for or in connection with the Property and (b) which shall be directly, substantially and proximately caused by any negligent acts of the Developer or its agents, servants, employers, or contractors. The Developer shall not be responsible for (and such indemnity shall not apply to) the negligent or intentional acts of contractors who are not in the Developer's employ, nor to acts of third parties.

ii. Insurance. During the period from the commencement of work on the Property and ending on the date when all work is inspected and approved by the City, the Developer shall furnish or cause to be furnished to the City by general or subcontractors under the Developer's employ satisfactory certificates of liability insurance from reputable insurance companies evidencing commercial general liability insurance policies in the amount of at least \$1,000,000.00 single limit, naming the City as an additional insured. Developer shall maintain or require all contractors and other employers performing any work on the Property to maintain adequate general liability insurance, worker's compensation insurance and public liability coverage.

f. City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other improvements upon any portion of the Property by the Developer, the Developer shall, at its expense, secure or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the Developer's work. The City shall reasonably cooperate with the Developer in seeking to secure such permits from other governmental entities, canal companies, and public or private utility companies.

g. Rights of Access. Representatives of the City shall have a reasonable right of access to the Property and any portion thereof during the period of any construction to inspect or observe any work or proposed development on the Property. For purposes of this provision, "reasonable right of access" shall mean access during normal business hours.

h. Compliance with Law. The Developer shall comply with all applicable federal, state and local laws pertaining to the Developer's activities in connection with the Property, and any Phase thereof.

i. Inspection and Approval by the City. The City may, at its option, perform periodic inspections and quality assurance tests of any public improvements, such as streets and utilities, being installed and constructed by the Developer or its contractors. No work involving excavations shall be covered until the same has been inspected by the City's representatives and the representatives of any other governmental

entities having jurisdiction over the particular improvements involved. The City shall promptly inspect any such excavations after notice by the Developer. The Developer shall warrant the materials and workmanship of all infrastructure improvements installed by Developer in each Phase, for a period that is twenty-four (24) months from and after the date of approval by the City of the improvements in that Phase and commencement of the warranty period. The City shall, at the time of acceptance and/or commencement of the warranty period, if requested by the Developer in writing, provide written confirmation of the date of acceptance and commencement of the warranty period for the improvements for each Phase, and written confirmation of the end of the warranty period.

j. Use and Maintenance During Construction. The Developer covenants and agrees that, during construction, it shall develop the Property for the uses set forth in the Design Guidelines and Project Plan, as restricted and limited by the Agreement. From the commencement of construction until the City's acceptance of infrastructure improvements constructed by the Developer in a given Phase and the commencement of the warranty period (the "Developer's Construction Period"), the Developer shall keep the subject portion of the Property free and clear from any unreasonable accumulation of debris, waste materials and any nuisances, and shall make its best efforts to contain its construction debris so as to prevent its scattering, due to reasonably anticipated events of wind and water. The Developer shall likewise keep the streets reasonably free from mud, snow, and erosion debris during the Developer's Construction Period.

13. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date of this Agreement, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Design Guidelines and Project Plan, as supplemented by this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence as of the Effective Date.

b. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the 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 Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

14. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder where due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of

written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages as to the defaulting party.
2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.
3. The right to draw upon any security posted or provided in connection with the Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative. However, nothing in this Section or this Agreement shall be construed as providing the City the right to declare all parties to this Agreement deemed "Developer" (i.e., parties approved by the City in accordance with this Agreement as co-developers) in default upon the occurrence of an Event of Default by a single "Developer."

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

To the Developer: Artemis Investments, LLC
P.O. Box 633
Draper, Utah 84020
Attention: Mark Shea

With a copy to: Blake Parrish, P.C.
14587 South 790 West, Unit A, Suite 101
Bluffdale, Utah 84065
Attention: Blake Parrish

To the City: City Manager
Bluffdale City
14350 South 2200 West
Bluffdale, Utah 84065

With a copy to: Stephen G. Homer, Esq.
Bluffdale City Attorney
14350 South 2200 West
Bluffdale, Utah 84065

All Developer Affiliates and Permitted Transferees shall receive notice in the manner set forth in this Section, and their addresses shall be included in this Agreement at the time that they become parties to this Agreement. Any party may change its address for notice by giving written notice to the other party in accordance with the provisions of this Section.

16. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or the Project, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supercedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

c. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

d. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted).

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. No Third Party Rights. The obligations of the Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, the Developer and any Permitted Transferees or Developer Affiliates.

g. Further Documentation. This Agreement is entered into by the parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

i. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors in the ownership of any portion of the Property.

j. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

k. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

l. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the 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.

m. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement, the Design Guidelines, Project Plan and the City Ordinances.

n. Approval and Authority to Execute. Each of the parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

o. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the final Phase of

the Project has not been recorded in the Office of the Salt Lake County Recorder within twenty-five (25) years from date of this Agreement (the "Term"), or upon the occurrence of an Event of Default that is not cured as set forth in this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer, a Permitted Transferee or Developer Affiliate, as the case may be); provided, however, that if at the end of the Term the Developer is not in default hereunder, and no more than two (2) years have passed since the Developer's submission of the most recent final plat for a Phase of the Property, then the Term shall automatically extend for an additional period of five (5) years. For the sake of clarity, at the end of the then current Term, this Agreement shall be extended for an additional period of five (5) years unless the Developer is in default or a final plat for a Phase of the Property has not been submitted for a period of more than two (2) years. If the Term is not automatically extended, the Term may be extended by mutual agreement of the Parties.

ii. Any termination may be effected by the City by giving written notice of intent to terminate to the defaulting party. Whereupon the defaulting party shall have sixty (60) days during which such party shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete its Phase of the Project (or in the case of the Developer, the remainder of the Project). Such notice and cure period shall be in addition to any notice and cure period provided under Section 14, the "Default" Section, above. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete. In the event of a default by a party other than the Developer, the City shall provide a notice of default to the Developer upon the defaulting party's failure to cure within the notice and cure period and the Developer shall have the right, but not the obligation, to cure such default(s) during an additional sixty (60) day period or such additional time as reasonably necessary provided that the Developer commences and diligently pursues such cure within the 60-day period. In the event the defaulting party fails to satisfy the concerns of the City with regard to such matters, and the Developer declines in writing to cure such default(s), the City shall be released from any further obligations under this Agreement to the specific defaulting party and the same shall be terminated as to such defaulting party.

iii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party 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. This Agreement shall remain in full force and effect as to the non-defaulting parties.

17. Developer's Assignment of the Ownership or Development of Any Portion of the Project.

a. Assignment of Obligation to Construct the Infrastructure Improvements on Property. The Developer shall not assign its obligation to construct infrastructure improvements to any unaffiliated third party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve an assignee, the City shall limit its inquiry to whether the proposed assignee has a sufficient amount of development experience and sufficient financial capacity to perform the obligations of the Developer under this Agreement. If the City does not object in writing to a proposed assignment within fifteen (15) calendar days of receiving the Developer's notice of a proposed assignment, the City shall be deemed to have provided consent hereunder. Nothing in this Section shall be construed as limiting the Developer's right to enter into a contract with an unaffiliated third party for the construction or installation of such infrastructure improvements on behalf of the Developer.

b. Sale or Transfer of Parcel(s) Prior to Construction of Project Improvements. The Developer shall not sell or transfer all or any portion of the Property to an unaffiliated third party (each, a "Permitted Transferee") prior to the City's (i) recordation of the final plat(s) for the property subject to the sale or transfer, and (ii) acceptance of the infrastructure improvements for the property subject to the sale or transfer, unless the Developer obtains an assumption by such Permitted Transferee of the Developer's obligations under this Agreement that pertain to the parcel(s) sold or transferred, and, in such event, the Permitted Transferee shall be fully substituted as the "Developer" under this Agreement as to the parcel(s) so sold or transferred, and shall assume the obligations to construct the infrastructure improvements in the Phase(s) acquired, and the party executing this Agreement as the Developer shall be released from any further obligations with respect to this Agreement as to the parcel(s) so sold or transferred. Any default by a Permitted Transferee shall affect the rights, benefits and obligations under the Agreement of such Permitted Transferee only, and not the rights, benefits and obligations under the Agreement retained by the Developer, or transferred by the Developer to other Permitted Transferees or Developer Affiliates (as defined below).

c. Sale or Transfer of Parcels or Lots by Developer after Completion of Project Improvements. The Developer shall not be required to notify the City with regard to the sale or transfer of any platted lot or parcel in the Property after completion of project improvements for a given Phase and purchasers of such platted lots and parcels shall not accede to any of the rights of the Parties hereto. Any conveyances to the City, an entity designated by the City, any other governmental entity or homeowners' association as contemplated in the Design Guidelines and Project Plan and this Agreement shall also be exempt from any notice requirement to the City.

d. Transfer of All or Any Portion of the Property to an Affiliate. Nothing in this Agreement shall be construed as prohibiting the Developer from transferring all or any portion of the Property, or any of its obligations with regard to the construction of

infrastructure improvements, to one or more affiliates of the Developer (each, a "Developer Affiliate"). Developer Affiliate means a legal entity whose members or shareholders include some of the same persons or entities as the members of the Developer. In such an event, the Developer shall be entitled to make such transfer upon written notice to the City, provided, that such Developer Affiliate(s) assume the obligations of the Developer under this Agreement that pertain to the property transferred, as evidenced by such Developer Affiliate(s)' execution of an assignment and assumption agreement to that effect.

e. Developer's Control Over Remaining Property. In the event of a transfer or sale by the Developer of less than all of the Property, the Developer shall, nevertheless, retain exclusive control over the portions of the Property not sold or transferred, and the transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and the Developer may make any modifications thereto without notice to, or the consent of, any such transferee(s).

f. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

g. Transfer of Assets; Continuing Obligation. If the Developer sells or transfers all or any portion of the Property, then (i) the City shall require the purchaser of the assets to assume the Developer's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

18. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

19. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

20. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

21. Priority and Subordination. The Developer agrees to use commercially reasonable efforts to obtain subordinations from all lenders with liens senior to the encumbrance created by this Agreement on the property.

22. Estoppel Certificate. Within ten (10) business days following delivery to any party of a written request for an estoppel certificate respecting the status of performance under this Agreement and including a proposed form for that estoppel certificate, the party to whom

that request was delivered shall deliver to the requesting party a reasonable estoppel certificate respecting such matters. That certificate shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting party. A party's failure to deliver such estoppel certificate (or make specific written objections to the form thereof) shall be presumed to mean that such party is not aware of any defaults or delinquencies under the Agreement and is later estopped from asserting the same.

23. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

24. Engagement of Outside Engineering Firm. To expedite the City's review of the Developer's preliminary and final plats, construction drawings, plans and profiles and other submissions for a given Phase of the Project, the Developer is willing to authorize the City to engage the services of a mutually acceptable engineering firm at such times as may be requested by the Developer. The Developer will pay all additional costs incurred by the City in obtaining additional assistance for an expedited review of the Developer's submissions, with the City paying that portion of the total cost it would ordinarily pay to review the Developer's submissions.

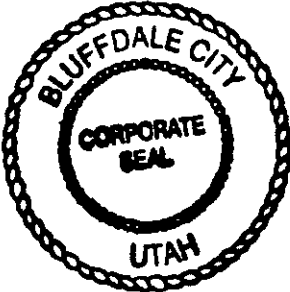
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

“CITY”

BLUFFDALE CITY

By: *Claudia Anderson*
Claudia Anderson
Its: Mayor



ATTEST:

Seddie K. Bue

“DEVELOPER”

ARTEMIS INVESTMENTS, LLC

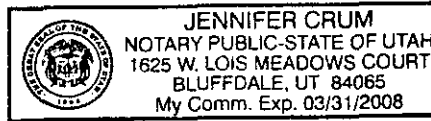
By: *Mark Shea*
Mark Shea
Its: Manager

CITY ACKNOWLEDGMENT

On the 4 day of March, 2008, personally appeared before me Claudia Anderson, who being duly sworn, did say that she is the Mayor of BLUFFDALE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Claudia Anderson acknowledged to me that the City executed the same.

Notary Public

[Signature]



My Commission Expires: 3-08
Residing at: 1625 W Lois Meadows, Bluffdale 84065

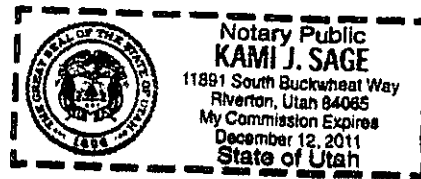
DEVELOPER ACKNOWLEDGMENT

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

On the 10th day of January, 2008, personally appeared before me Mark Shea who being by me duly sworn did say that he is the Manager of Artemis Investments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public

[Signature]



My Commission Expires: 12-12-2011
Residing at: 11891 South Buckwheat Way
Riverton, Utah 84065

EXHIBIT A

Legal Description of the Property

MIXED USE PROPERTY – Legal Description

Beginning at a point S89°39'47"E along the section 669.84 feet from the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, running; thence S24°30'24"W 54.91 feet; thence S34°56'34"W 818.61 feet; thence S43°04'25"W 324.39 feet to the point of curvature of a 447.70 foot radius curve to the left (center bears S46°55'35"E); thence southwesterly 212.03 feet along the arc of said curve through a central angle of 27°08'07"; thence S15°56'18"W 179.22 feet; thence S34°56'13"W 834.67 feet; thence S43°28'54"W 145.29 feet; thence S66°30'54"W 340.69 feet; thence S62°30'54"W 1084.34 feet; thence S74°30'54"W 737.82 feet; thence S82°00'54"W 711.80 feet; thence N85°59'06"W 944.48 feet; thence S00°02'30"E 90.55 feet; thence N89°59'00"W 785.77 feet to a point on the east line of the D. & R.G. Railroad; thence following said east line of the D. & R.G. Railroad the following five (5) courses: 1.) N07°16'57"E 582.77 feet to the point of curvature of a 3706.52 foot radius curve to the right, 2.) northeasterly 161.73 feet along the arc of said curve, through a central angle of 02°30'00" to the point of compound curvature of a 1834.71 foot radius curve to the right, 3.) northeasterly 411.48 feet along the arc of said 1834.71 foot radius curve through a central angle of 12°51'00" to the point of compound curvature of a 3706.52 foot radius curve to the right, 4.) northeasterly 161.73 feet along the arc of said 3706.52 foot radius curve through a central angle of 02°30'00", 5.) N25°05'57"E 3030.09 feet to a point at the intersection of the east line of the D. & R.G. Railroad and the South line of Section 11, said point also being N89°32'53"E along the section line 781.45 feet from the Southwest Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, running; thence N89°32'53"E along said section line 492.01 feet to the west of the Utah Power and Light property; thence N00°25'01"E along said west line of the Utah Power and Light property 902.42 feet to a point on the east line of the D. & R.G. property; thence following said D. & R.G. property the following six (6) courses: 1.) S64°18'28"E 175.25 feet; 2.) N28°01'46"E 569.93 feet; 3.) N62°16'11"W 75.00 feet; 4.) N28°17'32"E 1050.05 feet; 5.) N62°16'11"W 150.00 feet; 6.) N28°20'27"E 301.71 feet to a point on the north line of the southwest quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N89°28'14"E along said north line 604.20 feet; thence S00°48'33"E 30.00 feet; thence S84°12'50"W 148.40 feet; thence S00°48'33"W 1255.61 feet; thence west 19.05 feet to a point on the east line of the southwest quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S00°48'29"W along said east line 1319.57 feet to the south quarter corner of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N89°46'54"E along the south line of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian 2684.76 feet to the south east corner of said Section 11 (northeast corner of Section 14), Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence N00°07'51"E along the east line of said Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian 1610.18 feet; thence N80°55'16"E 117.03 feet to the point of curvature of a 230.87 foot curve to the left; thence northeasterly 188.74 feet along the arc of said 230.87 foot radius curve through a central angle of 46°50'21"; thence N34°04'55"E 397.03 feet to the point of curvature of a 662.88 foot radius curve to the right; thence northeasterly 198.50 feet along the arc of said 662.88 foot radius curve through a central angle of 17°09'27"; thence N51°14'22"E 470.29 feet to the point of curvature of a 806.39 foot radius curve to the left; thence northeasterly 147.96 feet along the arc

of said 806.39 foot radius curve through a central angle of $10^{\circ}30'46''$ to a point on the south right-of-way line of 14600 South Street; thence $S89^{\circ}55'52''E$ along said south right-of-way line 438.32 feet to a point on a 490.00 foot radius non-tangent curve to the left (center bears $S00^{\circ}04'08''W$); thence southwesterly 332.07 feet along the arc of said 490.00 foot radius curve through a central angle of $38^{\circ}49'46''$; thence $S51^{\circ}14'26''W$ 291.35 feet; thence $S38^{\circ}45'38''E$ 245.23 feet; thence $S51^{\circ}14'22''W$ 78.08 feet; thence $S45^{\circ}25'34''E$ 799.11 feet to a point on the west line of the Draper Irrigation Canal property; thence following said west line the following six (6) courses: 1.) $S58^{\circ}45'08''W$ 102.60 feet to the point of curvature of a 420 foot radius curve to the left, 2.) 158.05 feet along the arc of said 420.00 foot radius curve through a central angle of $21^{\circ}33'38''$; 3.) $S37^{\circ}11'30''W$ 579.93 feet to the point of curvature of a 1654.72 foot radius curve to the left; 4.) 234.29 feet along the arc of said 1654.72 foot radius curve through a central angle of $08^{\circ}06'45''$; 5.) $S29^{\circ}04'46''W$ 302.86 feet; 6.) $S21^{\circ}26'32''W$ 461.61 feet to a point on the south line of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}39'47''W$ 0.46 feet to the point of beginning.

Contains 518.58 acres more or less, and includes tax parcel numbers:

33-11-300020
33-11-300021
33-12-300047
33-12-300048
33-12-300050
33-13-100027
33-14-200001
33-14-200004
33-14-300001
33-14-100002
33-14-100003

REGIONAL COMMERCIAL – Legal Description

A parcel of land lying and situated in the Southwest Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising 17.57 acres. Basis of Bearing for subject Parcel being North 00°08'07" East 2632.68 feet (measured) between the Salt Lake County brass cap monuments monumentalizing the west line of the Southwest quarter of said Section 12. Subject parcel being more particularly described as follows:

Commencing at the Southwest Corner of said Section 12 thence North 00°08'07"E along the section 2310.54 feet coincident with the west line of said Southwest Quarter Section;
Thence South 89°52'08" East 1001.96 feet to the TRUE POINT OF BEGINNING;
Thence North 51°14'26" East 291.37 feet to a point of curvature;
Thence Northeasterly 310.46 feet along the arc of a 489.99 foot radius arc to the right, (center bears South 38°45'30" East), through an included angle of 36°18'09";
Thence South 89°55'52" East 483.97 feet;
Thence South 00°04'08" West 887.98 feet;
Thence South 58°45'08" West 390.35 feet;
Thence North 45°25'34" West 799.46 feet;
Thence North 51°14'22" East 78.08 feet;
Thence North 38°45'38" West 245.23 feet to POINT OF BEGINNING.

Contains 17.57 Ac.

EXHIBIT B

Design Guidelines

DESIGN GUIDELINES
INDEPENDENCE *at* BLUFFDALE

IBI
GROUP

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INTRODUCTION

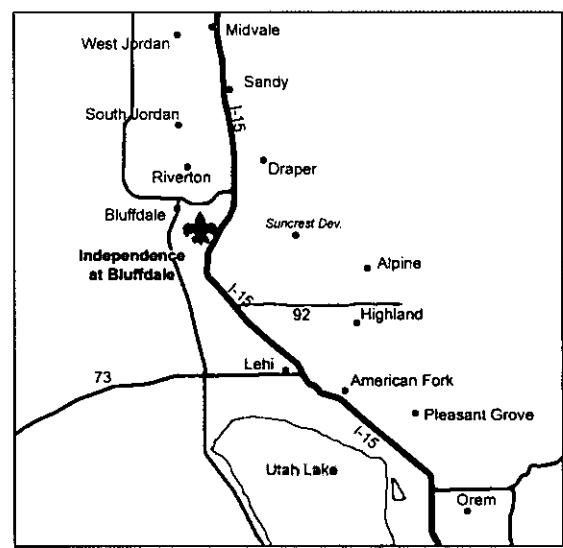
The Independence at Bluffdale Master Plan has been adopted as a chapter of the Bluffdale General Plan. The plan is in response to growth pressure for the city and is intended to provide a carefully planned neighborhood with high quality development. The plan also seeks to provide an important tax base within the city while providing areas for residential growth. These residential neighborhoods will provide support for the village commercial area, thus creating a sustainable community for Bluffdale City.

Historically the Independence at Bluffdale Master Plan land has been agricultural, but as development pressure has increased the City has adopted a growth management policy to preserve their agricultural heritage by allowing development on the east side of the City and maintaining low density on the west side whenever possible. The preservation lands are west of the Jordan River.

This visionary strategy acknowledges the reality of growth and the need to provide housing for future generations while preserving the heritage of the area. Within the broader city context the plan demonstrates a neo-traditional development pattern and an understanding that the development patterns of the past are inherently flawed. To overcome the old patterns, a mixed-use ordinance has been enacted which will utilize sustainable principles for the development of the City's east side.

LOCATION

The Independence at Bluffdale Master Plan is located in the south end of the Salt Lake Valley between I-15 and the Jordan River. The development property consists of approximately 560 acres of land both near the Jordan River and atop a bluff which overlooks the northwest Salt Lake Valley. The property has two parcels that extend from the south to 14600 south and is bounded on the east by I-15 and the Porter Rockwell Office Park.



Vicinity Map

GENERAL PLAN

The property is located within the Bluffdale City General Plan Village Center. The majority of the Village Center is designated as mixed-use and regional commercial. Coupled with the mixed-use designation is a mixed-use zoning ordinance. The base residential density for the zone is one residential dwelling unit per acre (UPA). The mixed-use designation allows a Village Center with up to ten UPA of gross density. The ten units per acre can only be achieved by providing 28 percent open space within the project boundary. The ordinance allows different gross densities based on the amount of open space provided.

ZONING CONTEXT

The Independence at Bluffdale Master Plan applies to the mixed-use designation the Village Center in the Bluffdale City General Plan. The purpose of this plan is to further define the mixed-use zone as it is applied to the mixed-use designation of the



General Plan. Previously the property was zoned as multi-use to allow for heavy and light commercial uses. The multi-use zone provided some flexibility in land use for development, but excluded residential uses. This concept was changed to allow the development of a neighborhood which included higher density residential land uses providing support to commercial uses. The commercial enterprises will then provide revenue to Bluffdale City with taxes.

MIXED USE DESIGNATION

The mixed use ordinance follows neo-traditional type principles to provide a walkable community. The Independence at Bluffdale Community will provide an alternative to the current suburban development pattern which is the source of many concerns by communities.

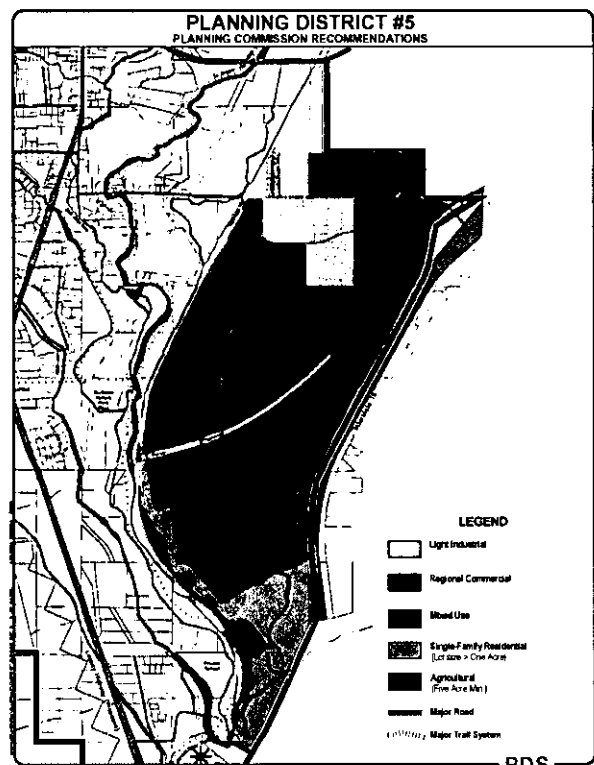
Existing patterns of suburban development impact sustainable growth, quality of life and the economic viability of Utah's cities and towns.

The practice of zoning with segregated land-uses has resulted in an automobile dependent society which has caused:

- The loss of open space
- Extensive vehicular trip generation
- Increases in traffic congestion and air pollution
- Serious impacts on the environment
- Ineffective public transit
- Increases in housing infrastructure costs
- The degradation of public spaces
- The loss of community identity due to the impacts on historic city centers

The resultant loss of this identity expedites these impacts by discouraging people's awareness of and participation in community affairs. The purpose of this plan is not only to facilitate safe and orderly growth, but also to provide a new development model which reflects the past and

incorporates it's best principles into a model that will succeed in today's culture. The model encourages the development of public spaces supported by residential housing incorporating walkable community planning principles and village centers.



Bluffdale City General Plan Area 5

PROCESS

All submittals shall follow the Bluffdale City planning review process.

MAXIMUM UNIT NUMBER WITHIN A DEVELOPMENT CLUSTER

A development cluster is the number of units owned by a single developer. The intent of these development clusters is to provide variety on the pedestrian street and create a more interesting pedestrian experience.

Single Family Detached Unit Clusters- Each development block shall have a minimum of **three** different unit types with varying facades and footprints. The developer may have additional unit clusters throughout the development, but not on the same block unless approved by the IDRC on the condition that greater variety in building footprints and facades have been met sufficiently to avoid redundancy on the block.

Town House Development Unit Clusters – Any single developer shall not have more than **six** units in a single building. Developers will be required to have four different unit types on each block as approved by the Design Review Committee (IDRC).

Exempt Unit Clusters – Apartments complexes and office or retail are exempt from the development cluster requirements. Although these unit types are exempt it is important that visual variety be maintained in these areas. All development is subject to the review and recommendations of the Design Review Committee (IDRC) and shall be consistent with these design guidelines.

THE INDEPENDENCE DESIGN REVIEW COMMITTEE (IDRC)

The IDRC's purpose is to maintain the aesthetic quality of buildings, landscape and site plans, and to insure that the design intent for Independence at Bluffdale is being met, and not to act as the Bluffdale City reviewing agents. The Design Review Committee (IDRC) shall review all proposed development prior to the beginning of the Bluffdale City review process.

The IDRC shall consist of representatives from the following: The Master Developer, a design professional and a representative of the neighborhood in which the development is to occur. The neighborhood representative shall either be a resident or property owner within the specified neighborhood.

At the conclusion of this process the IDRC shall submit a letter of recommendation or denial to Bluffdale City for the proposed development. After this letter has been submitted, Bluffdale City shall then begin the required review process. The IDRC shall not have the role of regulating density for submitted parcels. All parcels shall be subject to the maximum number of units specified as part of the Development Agreement.

PRE-APPLICATION MEETING

The intent of this meeting is to establish a clear understanding of all parties' expectations and requirements for developing the parcels or development clusters.

Prior to beginning architectural and streetscape design work, an applicant shall hold a joint meeting with the Independence at Bluffdale Design Review Committee. The committee

shall discuss the intent of the design guidelines, review some examples of appropriate house or building types, determine the location for the development and determine how best to conform to these Guidelines.

The IDRC will inform them of the extensive interaction between the committee and set a preliminary meeting schedule to review progress and give input.

CONCEPT REVIEW

The IDRC shall hold a concept review meeting with the applicant after the pre-application meeting. The purpose of the concept meeting is to insure that a clear understanding of the quality and aesthetic requirements for the proposed development have been met. The applicant shall allow two weeks after a concept meeting to review the proposal and make comment. The IDRC shall have no more than two weeks to respond to an application. After all approvals have been given, the applicant may proceed with the next step of the development process as it is outlined in this guidelines.

At the concept review meeting the IDRC and the applicant shall review the proposal for developing the subject properties. The concept review shall consist of the following information:

- Concept site plans at 1:20 scale minimum showing or as approved by IDRC:
- Dimensioned setbacks and property lines
- Existing grades and proposed grades at 2' contour intervals
- Location of building footprints with dimensions
- North arrow and scale
- Vicinity map showing the proposed development location within the Master Plan Area
- Concept building footprints
- Concept landscape plans with proposed plants
- Concept neighborhood sign plans with heights (if necessary)
- Concept drainage & grading plans with two foot contour intervals
- Concept building elevations showing
- Roof heights from proposed grade
- Proposed building materials
- Proposed landscaping
- Windows and doorways
- Foundation planting

Should the IDRC determine that the submitted plans are consistent with the goals and the intent of these Design Guidelines the IDRC shall render an opinion in writing to the applicant and schedule a detailed review meeting. After this meeting the applicant shall begin preparing plans for Bluffdale City Review.

DETAILED REVIEW

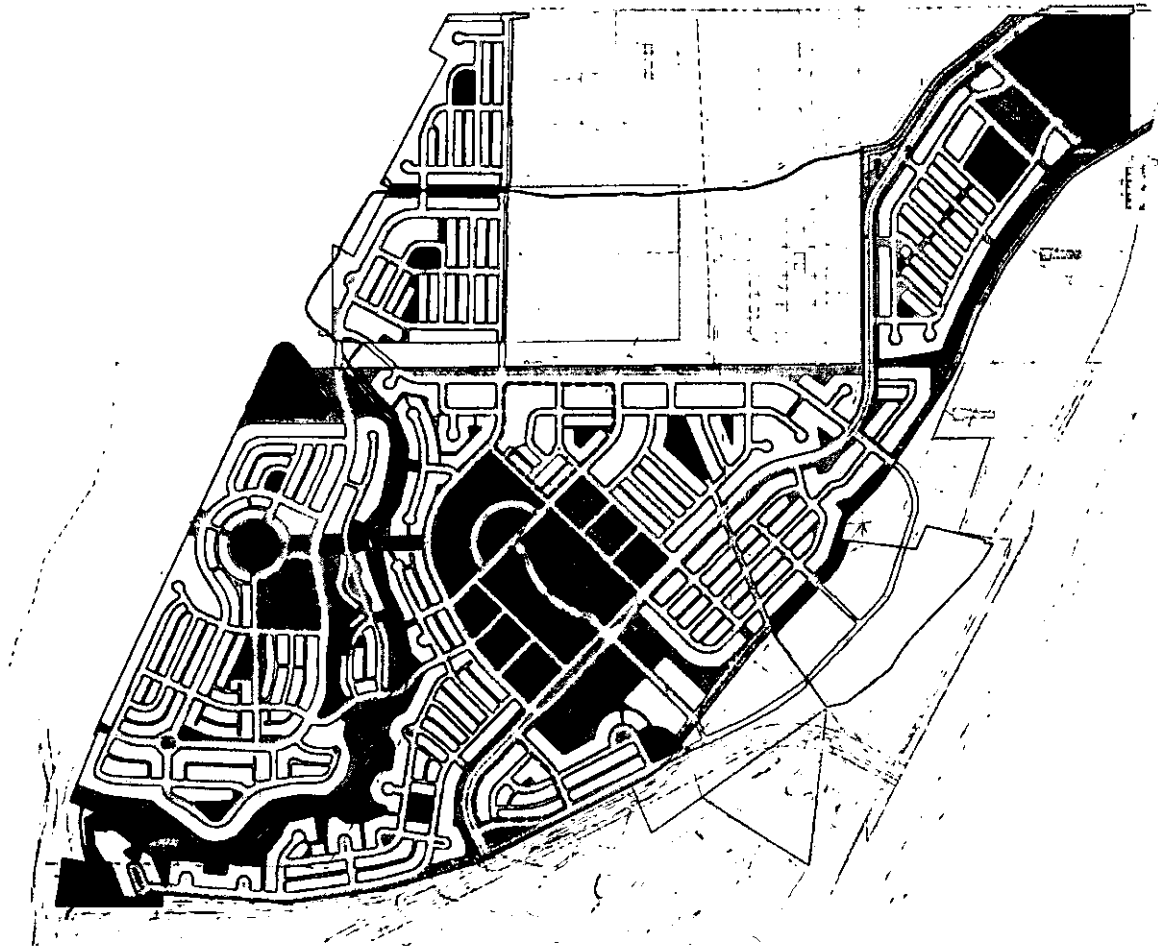
The detailed review shall take place concurrently with the Bluffdale City review process and is intended to insure that the final architectural and design plans are consistent with the information discussed at the concept review.

- Site plans 1:10 scale or greater
- Rendered elevations at 1/8 or 1:10 scale minimum
- Specific materials selected for building elevations
- Landscaping plans showing final plant selections
- Grading and drainage plans
- North Arrow and Scale
- Building footprints












At the conclusion of the detailed review meeting the IDRC shall submit a letter of recommendation or denial to Bluffdale City Planning for use in the Bluffdale City process.

There shall be a letter of recommendation as part of the final plat. The city shall not issue a final plat until the IDRC has written a letter of recommendation for the streetscape. The city shall not issue a building permit prior to the letter of approval from the IDRC responding to the architectural recommendation.

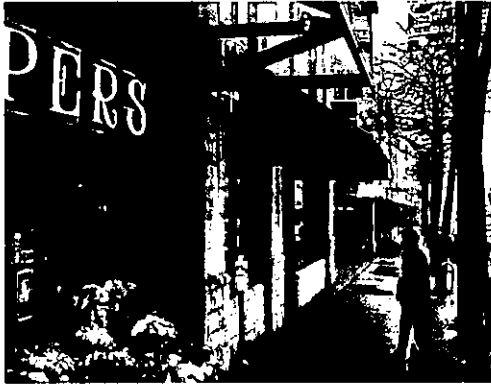
Land-use Map



Legend

-  R1-F - Resd. Front
-  R1-A - Resd. Alley Fed
-  RMF2 - Resd. Multi Fam.
-  RMF1 - Resd. Multi Fam.
-  VC - Village Core MU
-  RC - Regional Comm.
-  O - Office
-  AOS - Active Open Space
-  POS - Pasive Open Space
-  --- Possible School Site
-  --- Possible Church Site





Global Design Principles

GLOBAL PRINCIPLES

The following "Global Principles" are commonly recognized as design concepts that help develop "complete, livable communities" that offer a unique sense of place and sense of community, respect both local and global environmental systems and offer economic development opportunities. In other words, these principles help ensure that development is sustainable – socially, environmentally and economically.

To help guide the design process and to ensure that these objectives are achieved, the following guiding principles are suggested for the Independence at Bluffdale Master Plan. They are presented as a "checklist" to allow for easy evaluation of development concepts later on in the design process.

LAND USE & DEVELOPMENT

MIXED-USE DEVELOPMENT

Mixed-use development lies at the heart of creating complete, livable communities; allowing for residents and employees to access a range of services within easy walking distance. In addition, the diversity of uses ensures that streets and public spaces are active and animated throughout the day and night.

Checklist:

- Are a mix of retail shops, services, offices, civic facilities, apartments and homes located within the neighborhood, within the street block and within buildings?

Diversity of Housing Choices



Mixed-use development and a mix of housing types

A range of housing choices will encourage diversity within the community and offer a number of different housing choices for all stages of life. Importantly, a diverse housing product should include housing types that are affordable for those in need of lower cost housing.

Checklist:

- Are a range of housing types, sizes & prices available within the neighborhood?

COMPACT DEVELOPMENT

Compact development, like mixed-use development, is important in creating more walkable communities, preserving important natural features and land for conservation or

future development and decreasing infrastructure costs.

Checklist:

- Are residential development lots smaller, allowing for increased density and housing diversity?
- Are building setbacks reduced to “intensify” development and to bring buildings closer to the street to encourage walkability?
- Are streets narrower than conventional development?

TRADITIONAL NEIGHBORHOOD STRUCTURE

Traditional neighborhood structure allows for better circulation for all transport modes and ensures that land uses from the center to the edge are well defined.

Checklist:

- Is the neighborhood plan laid out on a traditional street grid structure to the exclusion of cul-de-sacs connecting to the larger regional network of roads, transit systems and pedestrian/ bicycle greenways?
- Is there a distinct center (i.e. ‘heart’) and edge to the neighborhood plan?
- Are retail storefronts located adjacent to the sidewalk with parking behind?

Intensification

Development intensification creates the “critical mass” of residents and employees that is required to ensure local business opportunities and transit services are viable as well as to help create safe, “24-hour” communities.

Checklist:



Walkable, pedestrian-friendly streetscapes and higher density development forms.

- Are higher densities allowed near the neighborhood center? Allow for more buildings, residences, shops and services to be closer together for ease of walking and to enable more efficient use of infrastructure.

WALKABLE NEIGHBORHOOD

Walkable communities focus on the concepts of “accessibility” and “pedestrian realm” – i.e. they ensure that not only are all major local destinations accessible by walking through a network of sidewalks and pedestrian trails or greenways, but that the quality of the walk is equally important in encouraging people to travel by foot.

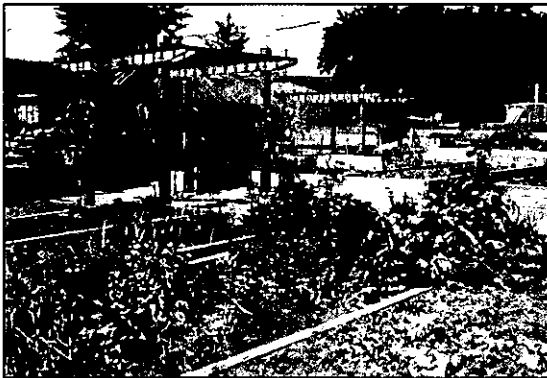
Checklist:

- Are a range of land uses and densities available within a 10-minute walk – or ¼ mile radius – from the center of the community?
- Are streets pedestrian-friendly? Pedestrian-friendly streets include wide, connecting sidewalks, short blocks, buildings close to the street with porches, windows and doors in the front of buildings, and pedestrian-oriented street lamps.
- Are auto-oriented uses restricted or prohibited near transit?
- Is the pedestrian experience pleasant? To improve the aesthetic beauty of the walk, incorporate landscaping, street furniture, benches, places of interest and street trees.

CIVIC IDENTITY (PUBLIC REALM)

The development of a strong network of public spaces throughout a community is integral to the overall livability and health of the community. Public spaces are the sidewalks, streets, squares, parks and plazas where neighbors meet, greet and share their daily news. Public spaces are fundamental in “community building”; helping build both a sense of place and sense of community.

Checklist:

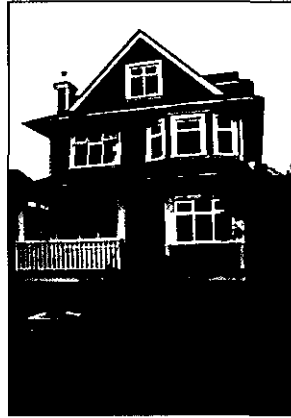
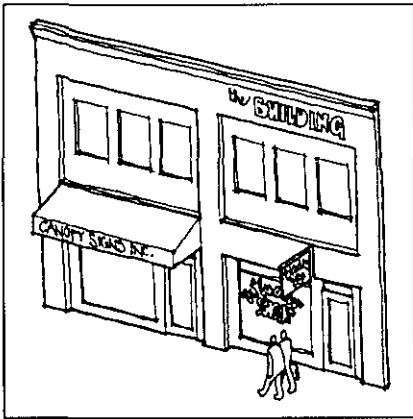


Community Garden



Central Park (PBIC, photographer: Dan Burden)

- Is a neighborhood center clearly defined?
- Are memorable, safe, and “active” public spaces incorporated? (Reduce crime through design (CPTED-Crime Prevention Through Environmental Design) and creating “active places” to ensure many “eyes on the street.”)
- Are small parks and urban plazas, churches, libraries and the traditional “Neighborhood Corner Store” integrated and integral to the community design?
- Are buildings and parks used to provide a focal point or anchor in the area?



Development design guidelines, "environmentally-friendly" home and healthy street trees.

DESIGN GUIDELINES

Design guidelines are important in helping translate over-arching project principles into on-the-ground plans and architecture.

Checklist:

- Do design guidelines ensure the built form is of human / pedestrian scale architecture? Example: 4-6 story, fine-grained development.
- Do design guidelines put an emphasis on aesthetics and human comfort?
- Do the design guidelines incorporate architectural features that convey a "sense of place" and relate to the street and pedestrian environment?
- Are important view corridors preserved as part of the development plan?
- Are key "gateways" to the community identified and celebrated as both landmarks and "front doors" to the community?

SUSTAINABLE COMMUNITY DEVELOPMENT

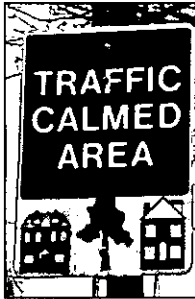
Sustainable Development is development that achieves a community's economic, social and environmental goals. Sustainable communities provide a diversity of economic opportunities, produce less pollution and waste and provide equal opportunities for its residents. In short, sustainable communities are healthy, livable communities.

Checklist:

- Are environmental technologies (e.g. energy, water) incorporated into development to reduce pollution and waste?
- Are environmentally sensitive areas identified, protected and incorporated into the community plan?
- Do connections to important natural assets such as the local river, exist to allow residents to enjoy "nature in their backyard"?
- Is a diversity of local employment opportunities in a range of professions from unskilled labor to professional, available to allow for residents to work close to home and to be more involved in their community?

- Are residents and stakeholders involved in the land use planning and decision-making process?

TRANSPORTATION, CIRCULATION & PARKING



Traffic circles, traffic calmed neighborhoods and "orchard parking".

BALANCED & MULTI-MODAL TRANSPORTATION SYSTEM

Multi-modal design provides residents with a choice of transportation options, including walking, cycling, transit and driving.

Checklist:

- Are streets designed to accommodate all users, with priority on sustainable modes of travel, such as walking, cycling, other non-motorized modes and transit?
- Is the public mass transit station (commuter / light rail station) located at the center, or 'hub,' of the community?
- Are direct connections to buses and taxis provided at the rail station?
- If deemed necessary, are "Kiss 'n Ride" and "Park 'n Ride" facilities available?
- Are bicycle parking (e.g. bike racks), end-of-trip facilities and direct bicycle and pedestrian routes available?

CONNECTIVITY

Good connectivity through a community provides residents with many options to reach a desired destination, reducing congestion and making walking and cycling more convenient.

Checklist:

- Are streets based on interconnected grid network that disperses traffic and makes walking and cycling convenient, versus a circuitous cul-de-sac network?
- Are safe, pleasant and convenient pedestrian connections provided between destinations?
- Are pedestrian routes buffered from fast-moving traffic and expanses of parking?

NARROW & "CALMED" STREETS

Traffic calmed streets make walking and cycling more pleasant, improve safety and overall, make neighborhoods more friendly and livable.

Checklist:

- Are streets designed to encourage "slow speed" travel (e.g. 20-25 mph local streets)? Streets should be designed to ensure travel speeds for all modes, are

consistent with the vision and goals of a particular street.

- Are street trees and landscaping incorporated and used to "calm" traffic?
- Are sidewalk extensions (e.g. corner bulb-outs / bulges) & traffic circles incorporated and used to calm traffic?
- Are back lanes and garages available for additional circulation, access and parking, to reduce auto traffic on residential streets?

PARKING MANAGEMENT

The supply, type and location of parking are important community design considerations. Efforts should be made to balance parking supply with demand in light of available and future transit services as well as other transportation options (e.g. walking, cycling, car pooling). Parking in Town Core and commercial areas should be made available on the street and behind buildings. Surface parking lots should be discouraged in Town Core to preserve density and encourage pedestrian traffic throughout the area.

Checklist:

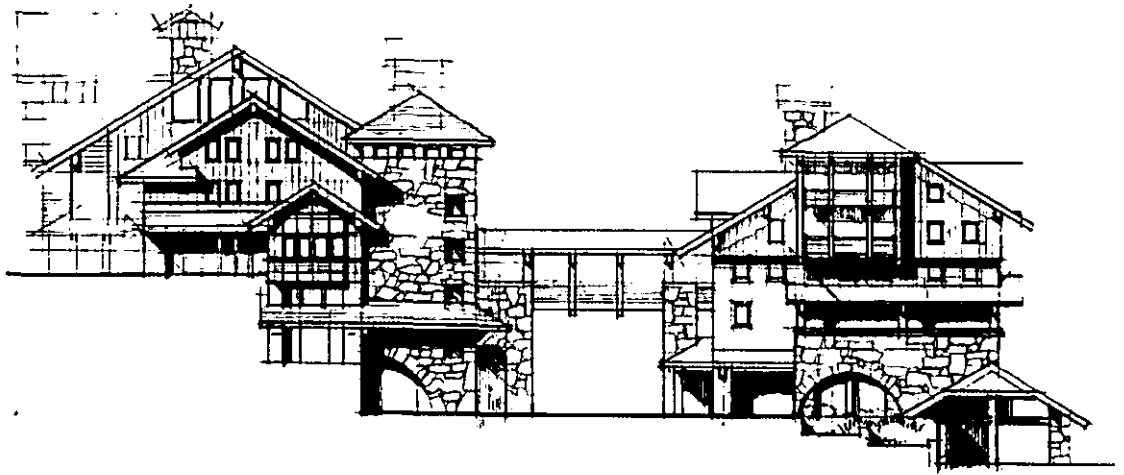
- Is "on-street" parking allowed on lower density residential streets and commercial



Mass transit systems and bicycle / pedestrian routes help balance the transportation system

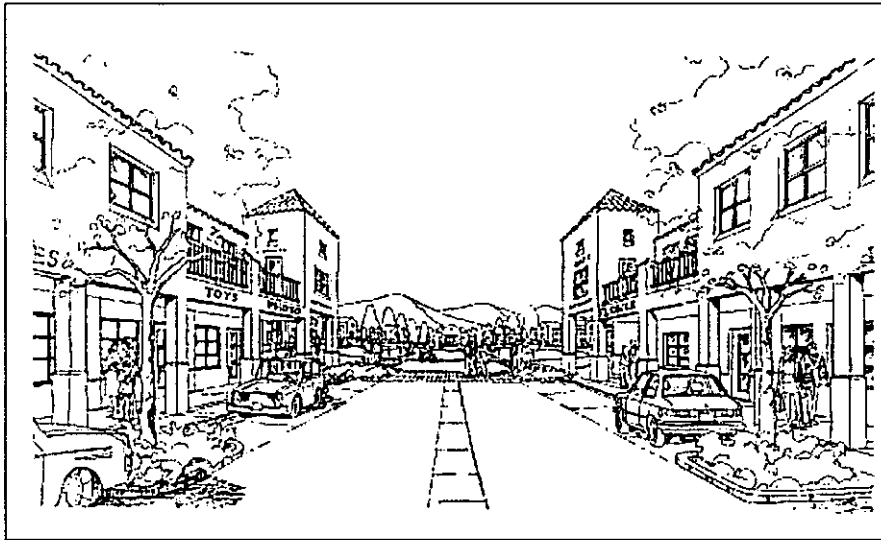
streets? On-street parking acts as an important pedestrian buffer to fast-moving traffic.

- Is structured parking encouraged rather than surface lots in higher density areas?
- Is most of the parking located to the side or back of commercial buildings, rather than large parking lots separating the sidewalk from the commercial building?
- Are parking requirements / standards reduced in close proximity to transit, compared to the norm?
- Are surface parking lots "broken up" with landscaping and trees, creating "orchard parking" to provide shade and reduce the visual impact of large surface parking lots?
- Are parking management programs promoted (e.g. "shared parking," preferential carpool parking).



Built Form

BUILT FORM



Commercial Mixed Use Street with a comfortable sense of enclosure (Calthorpe, 1993)

STREET FRONTING BUILDINGS

From the perspective of pedestrians, streets are most desirable and comfortable when they offer feelings of enclosure. When pedestrians walk down a street that is well defined by buildings, objects and/or trees fronting the street, they feel like they are in an "outdoor room", considered a "positive" space. Conversely streets that offer poor or no enclosure are less desirable and can even be hostile to pedestrians who can feel isolated, bored and even unprotected.

It is also important to ensure that buildings lining retail streets provide varied, narrow and continuous "storefronts" at ground level, to provide an interesting pedestrian experience, direct pedestrian access to these buildings and "eyes on the street" surveillance. Streets with long expanses of blank walls or unvaried storefronts are uninviting and can deaden pedestrian activity. Narrow storefront widths can be achieved through narrow lots, multiple frontages per block or partitioning long blank walls with windows, doors and / or architectural detailing.

VILLAGE CENTER BUILDING SETBACKS

Buildings shall directly front streets within the village center with surface parking, if provided behind the building.

Setbacks from the street pavement edge shall reflect sidewalk widths appropriate to pedestrian volume and the nature of mixed-use activity.

Single Family setbacks shall be no



Mixed use neighborhood "Main Street"

more than 8 feet from the inside edge of the sidewalk (this 8 foot setback can be used to accommodate café / restaurant seating or retail display space). Retail/commercial mixed-use setback shall be no less than 15 ft. except in areas other than Main St. Mixed use setbacks off Main St. should be no less than the 8 foot residential standard.

ENCLOSURE

Street wall height, as defined by buildings, objects or trees, shall have a ratio to the street of 3 to 1 or 2 to 1 as illustrated in the below diagrams, for the purpose of creating "positive" pedestrian spaces. (In a 3 to 1 ratio a building height of 20' would allow for a 60' street.)

BUILDING HEIGHTS

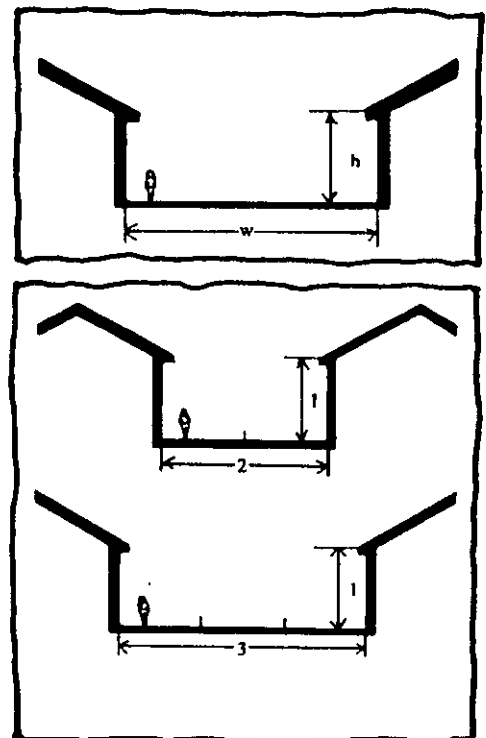
Buildings containing retail uses are shown specifically within neighborhood 4 and have a maximum building height of 45 feet.

TERMINATED / DEFLECTED VISTAS

Streets and surrounding built form shall be designed to contain "terminated" or deflected vistas involving the use of buildings, public art, parks or views to surrounding mountain ranges or natural



Street fronting buildings and narrow frontages



The proportion of h to w creates a sense of enclosure between buildings

features, to terminate or deflect views along village center streets. This is accomplished by establishing height limitations which are designed to allow views of surrounding natural habitat and/or by terminating streets and paths at significant points of art, architecture, parks and views. This helps establish a natural system of movement that draws pedestrians and traffic through an area.

Termination or deflection points involving buildings, public art or parks, shall occur within 1000 feet of any vantage point or view corridor on the village center main street.

FRONTAGE WIDTHS AND VARIETY

Buildings directly fronting streets shall exhibit varied and interesting ground floors.

Storefront widths shall have breaks and variety changes every 25 feet.

Minimum transparent area (windows and doors) shall occupy 40 percent of the storefront façade at street level.

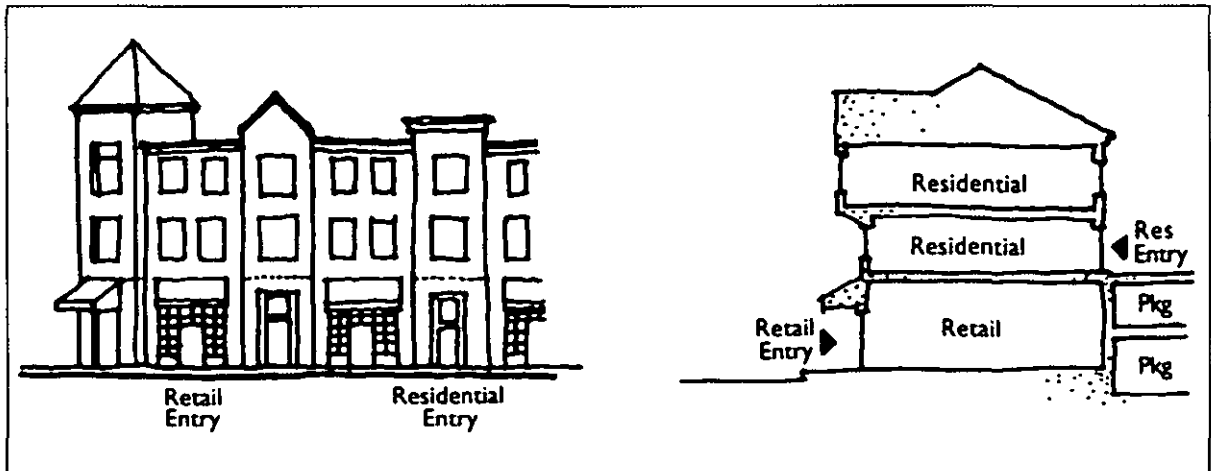
MIXED-USE BUILDINGS

Mixed-use buildings contain a mix of residential, retail, service, office, studio and live/work uses under one roof. Mixed-use buildings can be located near transit stations and stops and within pedestrian friendly mixed-use areas of all scales. These buildings can be significant generators of pedestrian activity on streets and provide the "eyes on the street" surveillance necessary for safe and comfortable environments.

GROUND FLOOR RETAIL

Retail and service commercial activities shall, where possible, locate on street-level floors of mixed use buildings located within the village center, allowing for necessary entry space for uses located on above floors.

Street-level building depths shall exceed 70 feet to ensure viability of retail activities.



Example mixed use building: elevation and section (Calthorpe, 1993)

Office and residential uses located on the village center "main street" shall, where possible and feasible, locate above street-level retail and service commercial uses to preserve pedestrian viability.

ARCHITECTURAL CHARACTER

The architectural characteristics of buildings and their facades, street furniture and building materials within the village center must speak a common language – yet within this language subtle architectural variety should be pursued for each neighborhood or village center. This will not only create more interesting streetscapes for pedestrians, it also provides for architectural expression – a critical element of public life and its spaces.

The architecture of Independence at Bluffdale will convey design standards found in neo-Traditional principles.

DESIGN CHARACTER

Building designs shall provide as much visual stimulus as possible and exhibit unique

character, yet will respect the stated architectural theme of the applicable neighborhood in Independence at Bluffdale guidelines and complement surrounding built form and/or façades. Corporate signage that is out of scale and / or character with the stated architectural character is prohibited.

SENSITIVE DESIGN

A key factor in compact, mixed-use and pedestrian friendly development achieving market and community acceptance involves the "look and feel" of their built form. Higher densities are sometimes difficult to accept in established neighborhoods or landscapes, especially within those with a significant single detached housing stock or rural character. Thus, any new developments should strive to reflect and / or complement surrounding built form contexts.

APPROPRIATE BUILT FORM

Built form within the village center shall strive to reflect or complement surrounding built form, in terms of:



A pedestrian friendly "Main Street" with a distinct architectural character

- Lot sizes
- Heights
- Density and massing
- Setbacks
- Architectural style
- Streetscape
- Street and block network
- Urban design composition (look and feel of neighborhood)
- The village center shall strive to reflect local built form, historical, cultural and natural contexts.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

Safety and a sense of personal security are essential components of pedestrian-friendly environments. Development within the village center and surrounding neighborhoods should incorporate CPTED tactics in order to enhance pedestrian safety, reduce vandalism and discourage mischief and petty crime.

CPTED TACTICS

The built form environment of the village center shall reflect the use of CPTED tactics including:

- Maximizing opportunities for natural surveillance of the street, via street-level building frontages with a minimum 40 percent transparent (or windowed) areas.
- Providing unobstructed and / or transparent sight lines along streetscapes, alleys, mid-block sidewalks / paths and recreational trails.
- Preventing hiding places on streets and alleys and in squares, greens, parks and building entries.
- Providing natural and artificial lighting to all areas frequented by pedestrians.



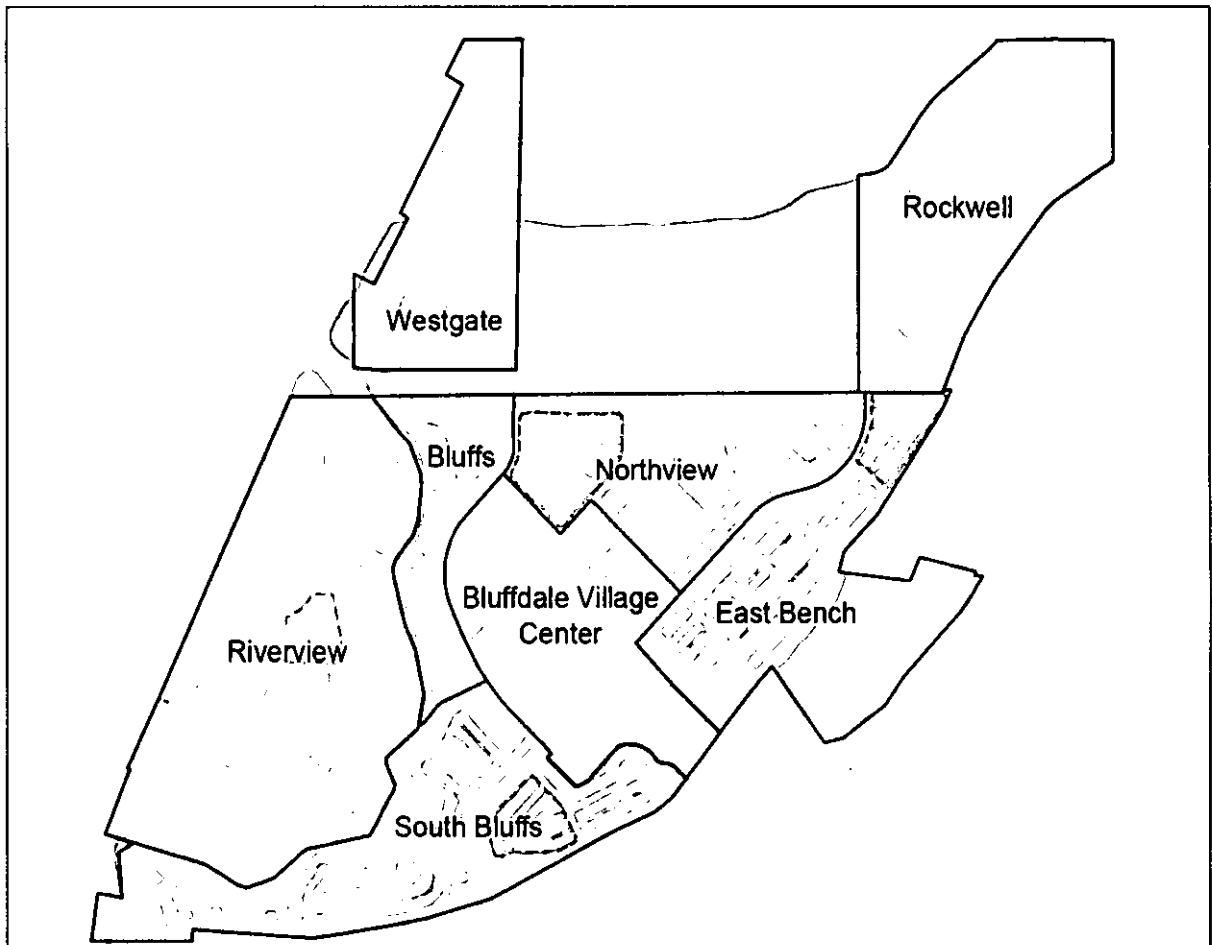
Neighborhoods

Neighborhood Zoning Requirements

	Setbacks (min)					Building Heights (min)			Permitted Architectural Styles
	Corner/Front Yard	Rear Yard	Rear Yard Accessory Bldg.	Side Yard	Side Yard Driveway	Neighborhood	Center	Other	
Village Center									
RMF-2 Town House	10	3	N/A	3	N/A	30	45	50	Federal, Colonial and Regency
RMF-1 Apartments	10	3	N/A	3	N/A	30	45	50	Federal, Colonial and Regency
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Federal, Colonial and Regency
Rockwell Neighborhood									
Regional Commercial (RC)	10	10	N/A	10	N/A	30	45	50	Cape Cod, Craftsman and Bungalow
RMF-2 Town House	10	3	N/A	3	N/A	30	45	50	Cape Cod, Craftsman and Bungalow
RMF-1 Apartments	10	N/A	3	3	N/A	30	45	50	Cape Cod, Craftsman and Bungalow
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Cape Cod, Craftsman and Bungalow
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Cape Cod, Craftsman and Bungalow
Westgate Neighborhood									
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Shingle, Cape Cod and Bungalow
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Shingle, Cape Cod and Bungalow
Riverview Neighborhood									
RMF-2 Town House	10	10	N/A	3	N/A	30	45	50	Shingle, Tudor and French Provincial
RMF-1 Apartments	10	3	N/A	3	N/A	30	45	50	Shingle, Tudor and French Provincial
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Shingle, Tudor and French Provincial
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Shingle, Tudor and French Provincial
Northview Neighborhood									
RMF-2 Town House	10	3	N/A	3	N/A	30	45	50	Shingle, Bungalow, Cape Cod and Salt Box
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Shingle, Bungalow, Cape Cod and Salt Box
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Shingle, Bungalow, Cape Cod and Salt Box
South Bluffs Neighborhood									
RMF-2 Town House	10	3	N/A	3	N/A	30	45	50	Tudor, Craftsman, Cape Cod and French Provincial
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Tudor, Craftsman, Cape Cod and French Provincial
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Tudor, Craftsman, Cape Cod and French Provincial
East Bench Neighborhood									
RMF-2 Town House	10	3	N/A	3	N/A	30	45	50	Bungalow, Cape Cod, Dutch Provincial and Salt Box
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Bungalow, Cape Cod, Dutch Provincial and Salt Box
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Bungalow, Cape Cod, Dutch Provincial and Salt Box
Bluffs Neighborhood									
RMF-2 Town House	10	3	N/A	3	N/A	30	45	50	Georgian, Cape Cod, Dutch Provincial and Shingle
Residential R1-F (w/ driveways)	10	10	3	3	10	30	45	50	Georgian, Cape Cod, Dutch Provincial and Shingle
Residential R1-A (w/ alleys)	10	10	3	3	N/A	30	45	50	Georgian, Cape Cod, Dutch Provincial and Shingle

NEIGHBORHOOD DESCRIPTIONS

INDEPENDENCE AT BLUFFDALE CONTEXT



Neighborhood map

The Independence at Bluffdale Context is located 22 miles South of Salt Lake City, Utah, off Interstate 15, in the northeast corner of Bluffdale City. The property is close to the Salt Lake and Utah County lines and is one of the last large pieces of property within Salt Lake County.

The Property covers an area of approximately 600 acres. The Community is comprised of eight specific neighborhoods. These include: Rockwell, Westgate, Riverview, Village Center, Northview, South Bluffs, East Bench and Bluffs Neighborhoods. Each of these neighborhoods should have their own distinct character but should still have continuity with the overall design theme for the entire community. Neighborhood identification signs are required for each neighborhood. Each identification sign should be unique in its design and is required for review by the Design Review Committee (IDRC). Neighborhood identification signs must also maintain Independence at Bluffdale sign standards. Any changes beyond the specific approved standards must first be recommended by the Design Review Committee and then the Bluffdale City Planning Commission. Final approval rests with the Bluffdale City Council. This process shall remain in force unless the City of Bluffdale determines that they would like to amend the process after it has a

recommendation from the Bluffdale City Planning Commission.

The vision for the Independence at Bluffdale Community is: "To create momentum, a community which is walkable, encouraging people to use alternative forms of transportation whenever possible; establishing a "wow" factor; a feeling of community that enhances Bluffdale's reputation as a family friendly city". This reputation will reverberate throughout the Wasatch Front. In the fulfillment of this vision, the expectation is that all development proposals will aspire to create an innovative and dynamic architecture and urban spaces.

Design Guideline Objectives-These Design Guidelines were written to help guide the development of the Independence at Bluffdale Community, to achieve the above vision and to encourage a high-level quality of architecture and public spaces. More specifically, the Design Guidelines aim to:

- Encourage responsible land use practices – compact growth centers rather than scattered development. The Design Guidelines require that all development respect the natural topography of the land and existing significant vegetation.
- Respect the architectural heritage of the area – respecting the development pattern of the early 20th century and the historic westward expansion city development pattern with a village center. The Village Center should include retail, government services and offices uses along with support residential.
- Create a Utah-inspired village theme, complete with pedestrian oriented streets and public spaces, humanly scaled buildings, appropriate landscaping and rustic detailing.
- Create a bold, colorful system of urban design elements – banners and street furniture, fountains and public art.
- Encourage ground floor space within the Village Center that is commercial/ office – the retail mix providing a variety of goods and services, local Utah merchants and regional/ national retailers – to enhance the tax base of Bluffdale City.
- Provide gathering places of a variety of scales, including a pedestrian street and the Village Center, for a wide array of uses – from intimate pedestrian pathways for strolling and sitting to farmers markets, plays, festivals and carnivals.
- Create a "green" community that works hard to conserve energy and resources.

Although mandatory standards in this document must be met, on many issues there is room for individual interpretation. The Design Review Committee (IDRC) will consider variations to the Design Guidelines on a case-by-case basis.

Conformity with these Design Guidelines **does not** supersede the current required regulations or approval process of Bluffdale City and the International Building Code or ADA. Consult with Bluffdale City for current development standards, zoning by-laws, plans and other policies set out by the City.



RMF-2 TOWN HOUSE

PERMITTED USES

Residential - Townhouse development, Single family detached.

SETBACKS

Front Yard (min).....	10 ft.
Rear Yard (min).....	3 ft.
Side Yard (min).....	3 ft.

MAXIMUM BUILDING HEIGHTS

Neighborhoods 1-3, 5-8	30 feet
Neighborhood 4 Village Center	45 ft.

Building heights are measured to top of wall plate.

ACCESS

Access within the RMF 2 land-use shall be from the rear of the buildings by alleys or lanes. Garages and carports are prohibited in the front of the building. Buildings shall be placed to the setback line with no parking, except along the street, in front of the building.



Town Houses with minimal setbacks

RMF-1 (APARTMENTS)

PERMITTED USES

Apartment, Townhouse and Stackhouse

SETBACKS

Front Yard (min).....	10 ft.
Rear Yard (min).....	3 ft.
Accessory Building (min).....	3 ft.
Rear Yard as required by the IDRC	
Side Yard (min).....	3 ft.

MAXIMUM BUILDING HEIGHTS

Neighborhoods 1-3, 5-8	30 feet
Village Center	45 ft.

Building heights are measured to top of wall plate.

ACCESS

Vehicular access to the apartments or townhouse land-uses shall be from the rear. Garages and carports are prohibited in the street front of the buildings. Parking lot screening is subject to review from the IDRC.



An apartment or townhouse complex which utilizes pedestrian scale and massing.

RESIDENTIAL R1-F (RESIDENTIAL



WITH DRIVEWAYS)

PERMITTED USES -

SINGLE FAMILY DETACHED RESIDENTIAL

SETBACKS

- Front Yard (min)..... 10 ft.
- Rear Yard (min)..... 10 ft.
- Rear Yard Accessory Building (min) 3 ft.
- Side Yard (one side) (min)..... 3 ft.
- Side Yard (driveway side) (min)..... 10 ft.
- Zero Lot Line Side Yard..... 0 ft.

MAXIMUM BUILDING HEIGHTS

- Neighborhoods 1-3, 5-8 30 feet
- Village Center 45 ft.
- Building heights are measured to top of wall plate.

MINIMUM LOT SIZE

- Width 35 ft.
- Length 70 ft.

CONDITIONAL USE

Home office

RESIDENTIAL R1-A (RESIDENTIAL WITH ALLEYS)

PERMITTED USES -

SINGLE FAMILY DETACHED RESIDENTIAL

SETBACKS

- Front Yard (min)..... 10 ft.
- Rear Yard (min)..... 10 ft.
- Rear Yard accessory Building (min) 3 ft.
- Side Yard (min)..... 3 ft.
- Zero Lot Line Side Yard 0 ft.

MAXIMUM BUILDING HEIGHTS

- Neighborhoods 1-3, 5-8 30 feet
- Village Center 45 ft.
- Building heights are measured to top of wall plate.

MINIMUM LOT SIZE

- Width..... 35 ft.
- Length..... 70 ft.



ACCESS

Vehicular access to R1-A shall be through alleys. Garages and carports are prohibited along the street face unless approved by the IDRC.

PERMITTED ARCHITECTURAL STYLES BY NEIGHBORHOOD

Each neighborhood has specific architectural styles to assist in creating a different character. These styles although defined are meant as general guidelines. It is anticipated that the designers will use the elements of these styles for housing designs within the neighborhood.

ZERO LOT LINES (CONDITIONAL APPROVAL BY INDEPENDENCE DESIGN REVIEW COMMITTEE)

Use of zero lot lines must only be approved by the IDRC on a case-by-case basis. The applicant will have the burden of demonstrating the benefits of using zero lot lines, and the IDRC shall have the authority to review and approve or deny each application in its sole discretion.

GENERAL CHARACTERISTICS

The following applies to any parcel developed with zero lot lines for the side yard (primarily), and rear or front yard building setbacks. The wall facing the neighbors yard typically runs the length of the structure and does not contain any windows or windows are designed to minimize views from the zero lot line house to the interior of the neighboring house. The wall closest to the side yard property line will have no protrusions.

A perpetual easement related to maintenance, eaves, and drainage of at least six feet should be provided on the lot adjacent to the zero lot line property line which, with the exception of walls and/or fences, shall be kept clear of structures.

A front yard balcony combined with a front/side yard porch is recommended to break up the facade. A perpetual easement related to maintenance, eaves, and drainage of at least six feet should be provided on the lot adjacent to the zero lot line property line which, with the exception of walls and/or fences, shall be kept clear of structures. Typically the garage is positioned along the property line with the front entrance alley preferably-facing or concealed along the side yard. The distance between principal structures should not be less than 6' between buildings. Zero lot line development is encouraged to maximize the use of this area.

ALLEYS

Alleys are encouraged for housing in the each neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be included to provide safety and add variety.

Rear porches on alleys with townhouses are encouraged.

BENEFITS

Decreasing lot setbacks and thus increasing the number of units per acre lowers the land cost per unit and can be an important strategy for affordability. With a small unit on a small lot, there can be a lot more attention to design details. East-west orientated lots ensure that the majority of windows or dwellings built will face north. Similarly, for north-south facing lots, the western boundary is designated as the zero-lot-line boundary to minimize late afternoon thermal gain during summer. Zero lot setbacks may also allow better utilization of the lot.

CONSIDERATIONS

Any reduction of setbacks should be mindful of streetscape, the relationship with abutting buildings and types of structures forward of the setback lines i.e. carports, patios, and open structures in some cases can protrude into the front set back as they have less building bulk and effect on the streetscape. However any application to enclose the structure forward of the nominated setback will have considerable adverse effect and will not be permitted.

ZERO LOT LINES (CONTINUED)

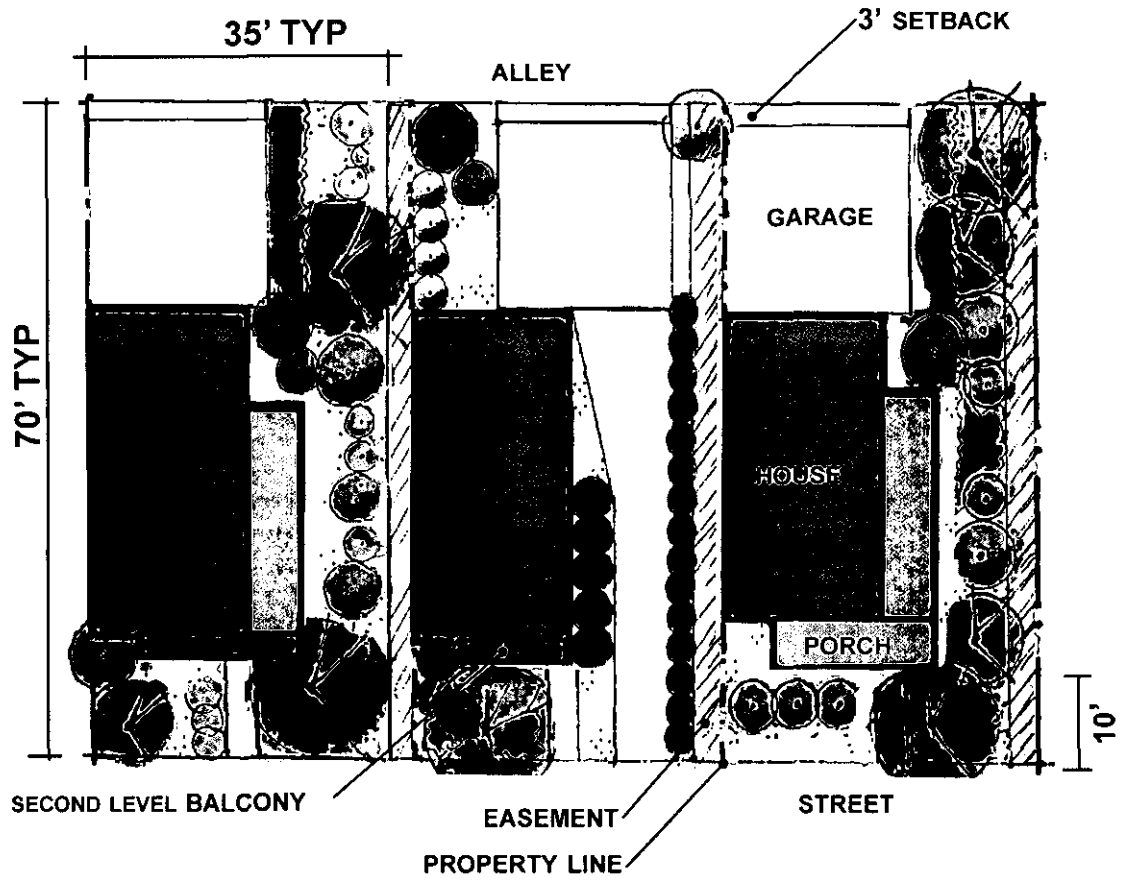
PERPETUAL EASEMENTS

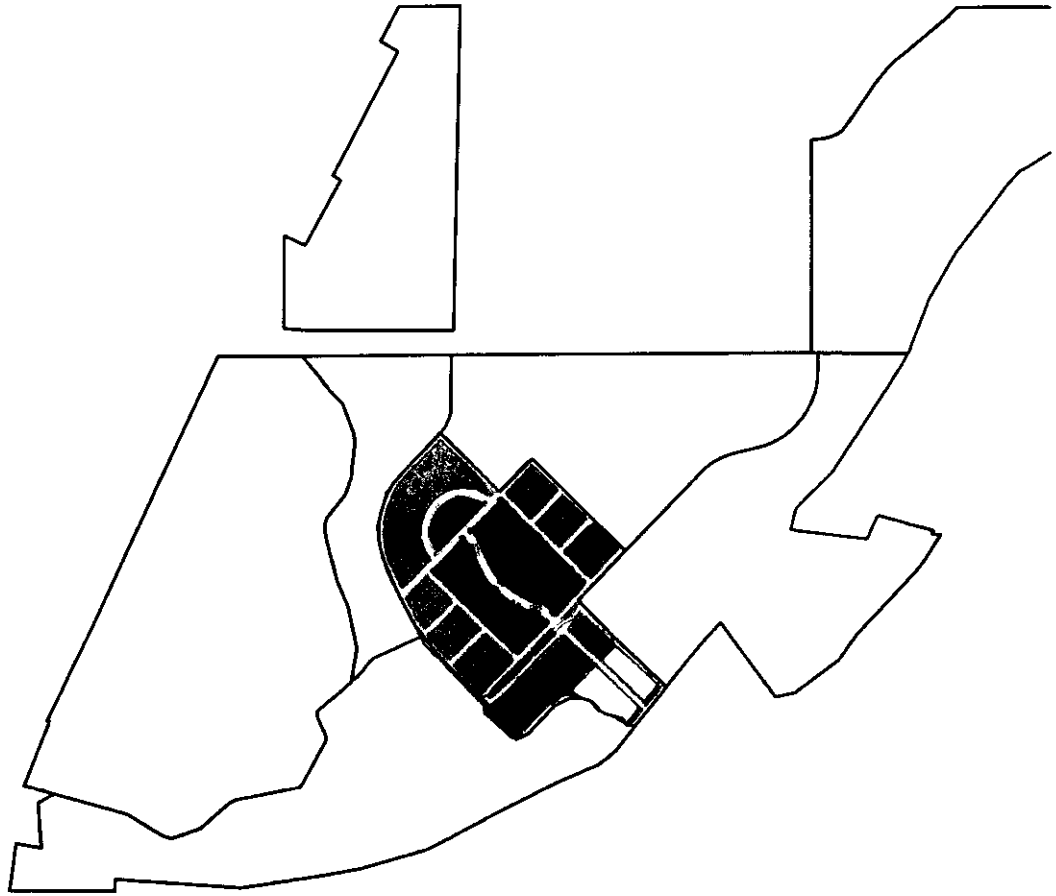
A perpetual easement related to maintenance of a dwelling, eaves, and drainage of at least six feet should be provided on the lot adjacent to the zero lot line property line which, with the exception of walls and/or fences, shall be kept clear of structures. Such perpetual easements shall be created in all subdivision plats for all lots affected by zero lot lines, and shall appear in all deeds and other recorded instruments involving lots affected by zero lot lines. In addition, the nature and scope of the perpetual easements shall be fully disclosed in all Declarations of Covenants, Conditions & Restrictions recorded against lots with zero lot lines and seller disclosures relating to the sale of lots with zero lot lines.

PERMITTED USES & SETBACKS

Permitted uses, setbacks and building heights in the Zero Lot Line zones shall be the same as the requirements in the Residential R1-A (Residential with alleys)

ZERO LOT LINE EXHIBIT





Village Center

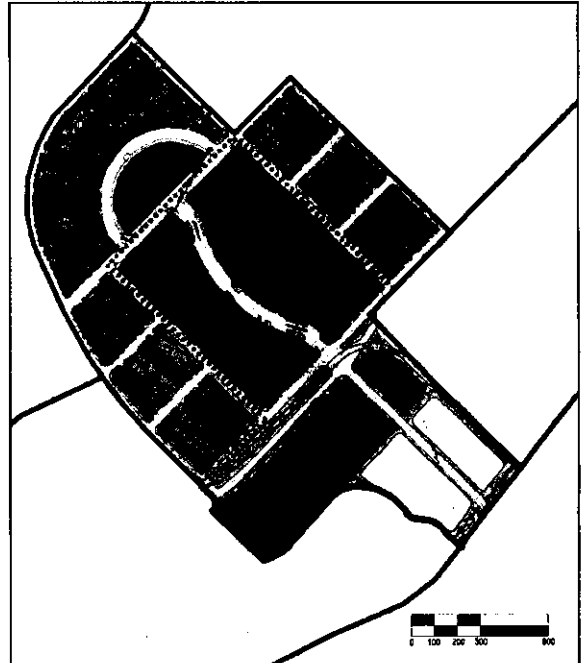
TOTAL ACREAGE = 64.18

APPROXIMATE DWELLING UNITS PER ACRE = 11.07

VILLAGE CENTER NEIGHBORHOOD

The Village Center is a critical element for the development of the Independence at Bluffdale Master Plan. The Village Center provides an activity center and gathering place for the community. The center also provides an important tax base for Bluffdale City. The Village Center should have a pedestrian scale for the streets and for businesses along Main Street. The Village Center should also provide a variety of public spaces for gathering. A recreational facility is permitted within the Village Green located at the southwest end of Main Street.

Main Street provides a central spine for vehicular traffic. This street runs perpendicular to Bluffdale Boulevard with it's beginning on the southeast end of the neighborhood. Either a pedestrian underpass or a combined vehicular underpass should be placed at the end of Main Street, which crosses under the future Porter Rockwell Freeway (or Blvd). The underpass should be well lit for safety purposes. Connecting Main Street to future land uses such as an office park or residential area to the southeast will provide additional activity to the Village Center. This will also help incorporate this area into the city and provide convenient services for the future citizens.



Village Center Land Use Map

ARCHITECTURAL CHARACTER

A variety of building types shall be located within the Village Center Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Federal, Colonial, and Regency architecture styles. However, these buildings shall not seek to imitate the styles, but to let the era influence "the look" and establish its own identity. The use of modern materials into the design elements is essential in the success of the Village Center Neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may not be the dominant finish in the village center. More stucco may be allowed in the village center as approved by the IDRC.

The use of dormers, gables, and hips will add more character to the village center buildings and enhance the character of the neighborhood. In addition to the use of façade treatments, canopies, texture and color shall be used to modify the scale of these buildings.

Colors should be contrasting and must vary between buildings. See Appendix B for examples of unit colors that may be appropriate.

VILLAGE CENTER DESIGN GUIDELINES

Village Center Pattern

COMPACT DEVELOPMENT

Compact development is important in creating more walkable communities, preserving important natural features and decreasing infrastructure costs. Within "Main Street" village center settings, this compact development concentrates various land uses together into a tightly-knit, fine-grained pattern – creating the "critical mass" necessary for vibrant, pedestrian friendly environments. Essential elements of compact development include smaller residential / commercial lot sizes, and minimum densities necessary for supporting pedestrian friendly and transit-supportive environments.

COMPACT NEIGHBORHOOD STRUCTURE

The compact neighborhood structure of Independence at Bluffdale Village shall include a distinct, higher density, mixed-use and pedestrian friendly village center, surrounded by a mixed-density residential area.

The compact neighborhood structure of Independence at Bluffdale Village shall ensure that the majority of residences are within a 5 to 10 minute walking distance. Typically within a distance of $\frac{1}{4}$ to $\frac{1}{2}$ half mile of the Village Center. This is the commercial core and the highest intensity of uses for the entire project.

The highest residential densities shall be located within this Village Center, with densities diminishing from this center towards the edges of Independence at Bluffdale Village. Higher densities within the Village Center shall be achieved through small lot commercial and residential development. The Village Center gross density is 11.7 units per acre.

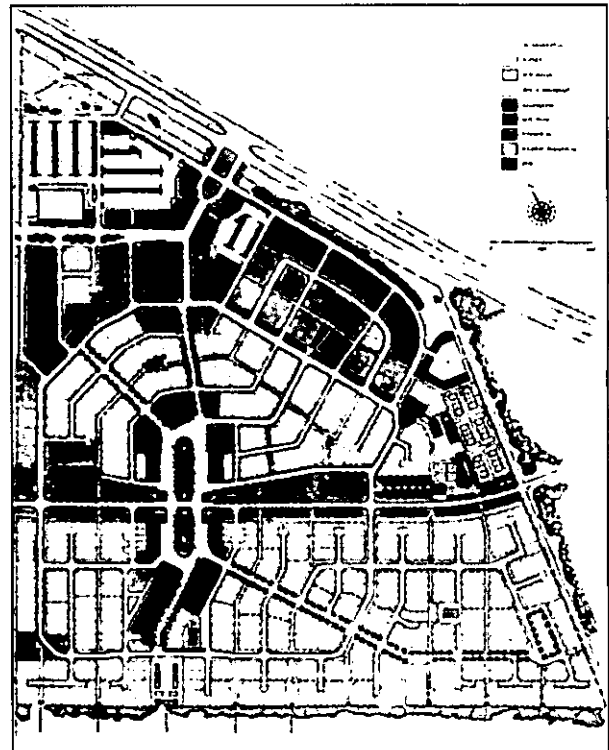
SMALL LOT DEVELOPMENT

Commercial lot sizes within the village core shall measure a minimum of 25 feet wide and a maximum of 80 feet wide, by a minimum of 65 feet deep to a maximum of 220 feet deep for larger commercial uses.

Residential lot sizes adjacent to the Village Center shall measure a minimum of 35 feet wide by 70 feet deep.

MIXED-USES

Mixed-use development lies at the heart of creating pedestrian-friendly communities, allowing for residents, employees and visitors to access a range of employment, commercial, public and cultural services within easy walking distance. A fine-grained



Rosemary Beach, FL, precedent: mixed-use, higher density center

diversity of uses also ensures that streets and public spaces are active and animated throughout the day and into the night.

Typically pedestrian-friendly communities contain mixed-use "core" areas where the majority of commercial, public and cultural uses are concentrated. These core areas can take the form of a "main street" environment within the Independence at Bluffdale Village Center. These involve a corridor of mixed land uses that are known to be high pedestrian traffic generators and occupy human-scaled building footprints and envelopes.

Providing a range of housing choices is also a key component of mixed-use communities. This will encourage diversity within the community and offer a number of housing choices for all stages of life. Furthermore, a diverse housing product should include housing types that are affordable for those in need of lower cost housing.

Permitted Land Uses

The following uses and no others are permitted in the Village Center, unless they are found to be consistent with these global principles and approved by the Bluffdale Planning Department:

- Residential Single Family Detached, Town House and apartments (R1-A, R1-F, RMF-1, RMF-2).
- Retail: Grocery stores (no larger than 60,000 square feet), restaurants, coffee shops / cafes, pubs, delis, non-drive up pharmacy, financial institutions, cleaners, neighborhood-oriented retail, theaters, cinemas, small-scale entertainment facilities, barber shops, hair dressers and retail bakeries.
- Employment: small offices, art studios, live-work offices and offices above retail (encouraged).
- Public / Institutional: town hall, library, art galleries, museums, post office and civic uses. Small indoor recreational facilities such as: spas, gymnasiums, studios, swimming pools, churches and temples.
- Residential and office uses over retail. (density bonus)
- Large surface parking lots (as approved through the IDRC).
- Cafes / coffee shops
- Restaurants, fast food and otherwise
- Pubs and bars
- Convenience stores
- Pharmacies
- Newspaper / flower vendors
- Dry cleaners
- Grocery stores (no larger than 60,000 square feet)

Village Center Prohibited Uses

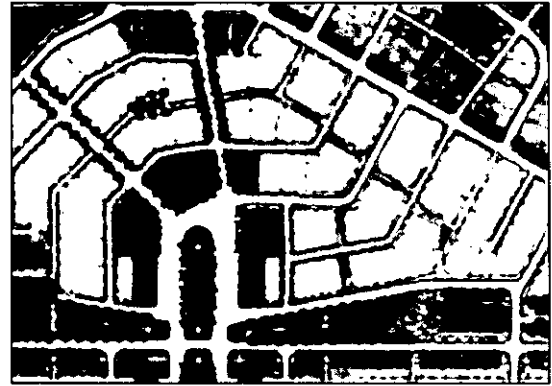
These uses are prohibited west of Bluffdale Blvd. from village center areas:

- Large format retailing except a grocery store under 60,000 (large format is defined as 30,000 square feet or greater)
- Automobile sales lots
- Warehouse facilities
- Low density single family housing (less than 4 dwelling units per acre)
- Industrial uses
- Surface parking lots fronting streets
- Amphitheaters

- Drive-through retail uses

The Village Center shall contain a mix of housing choices, including and limited to:

- Walk-up apartments
- Townhouses
- Small lot single detached homes
- Where appropriate, live / work development shall be encouraged.



Example of grid-based street and block network

Interconnected Streets

Pedestrian-friendly street and sidewalk networks minimize walking distances between residential, retail and / or employment destinations. This typically involves grid-based systems, comprised of interconnected streets and sidewalks bounding short, narrow blocks. This highly walkable environment provides for more direct and convenient routes for pedestrians, relative to conventional curvilinear, cul-de-sac systems.

The Grid (Streets and Blocks)

Streets

- Street and sidewalk networks within the village center and within ¼ to ½ mile of the Village Centers shall be grid-based, interconnected and offer the most direct pedestrian and vehicular routing possible.
- The street network shall incorporate a hierarchy of streets, including:
 - Arterial streets
 - Two-way local commercial mixed-use and residential streets
 - Alleys
 - Cul-de-sacs and other streets with a single point of access shall be minimized.
 - Street segments shall be a maximum of 500 feet long between intersections.
 - Wherever appropriate, streets shall either continue through intersections or terminate in "T" intersections directly opposite buildings, squares, greens, parks or views as defined in the Terminated Vistas description of the Global Principles.

Blocks

The street network shall be designed to create blocks that are generally rectilinear or square in shape; amorphously shaped blocks are prohibited, except where topographic or other site constraints require such block shapes.

The grid-based street and block pattern shall be modified to avoid monotonous repetition. Direct, well-illuminated mid-block pedestrian paths shall be provided through blocks where block lengths over 500 feet are unavoidable.

Alleys

In pedestrian-friendly areas, streets lined with garages or multiple curb cuts to access garages can be quite undesirable. Alleys, wide enough for two cars to pass, yet narrow enough to encourage drivers to exercise caution and lower their speed, provide opportunities to place garages to the rear of homes.

Alleys provide the following advantages.

- a more “social” and friendly face to the street, via the placement of garages.
- More usable front yards and front porches – allowing for improved “eyes-on-the-street” surveillance.
- Relieves the street side of the house from being “dominated” by garage facades.

Alleys are also a crucial component of pedestrian-friendly street and sidewalk networks. Placing garages at the rear of houses provide the following advantages:

- Eliminates multiple curb-cuts on sidewalks – enhancing the pedestrian experience with continuous sidewalks.
- Alleys also provide more pedestrian paths through neighborhoods; this “permeability” is crucial in creating neighborhoods where walking is convenient and timely.
- Provide more efficient garbage pickup, since refuse trucks can pick up both sides of the blocks simultaneously.
- Alleys also allow for more cost efficient utilities and water / sewer infrastructure, as both sides of the block can be served with a single “bundle” of infrastructure running underneath the alley – relative to conventional streets that need to be serviced by two bundles instead.
- Rear alleys in commercial areas are a critical element of the creation of pedestrian-friendly “main streets”, allowing service vehicle and parking lot access at the rear of commercial / mixed-use buildings.
- Alleys must be well-illuminated and designed according to Crime Prevention Through Environmental Design (CPTED) principles, in order to maintain a safe pedestrian environment.
- Buildings and / or fencing shall be set back a minimum of 3 feet from alley right of way to provide space for roof overhangs and subsurface footings.
- No parking shall be permitted on either side of alleys.
- Adequate illumination shall be provided on all garages or on poles adjacent to parking areas.

Neighborhood Entry Signs

Each neighborhood shall provide entry signs for identification. All entry signs shall conform to the sign guidelines as demonstrated by these Design Guidelines. Developers of specific parcels shall submit a sign plan to the Design Review Committee for approval. The neighborhood entry signs shall meet Bluffdale City Sign Design Guidelines. The entry signs may not obstruct clear views of vehicular traffic in intersections.

Temporary Sign

During periods of construction, developers may provide temporary signs to direct and educate the public. All signs must be coordinated with city sign standards and be approved by The Design Review Committee.

Streetscape

STREET FURNITURE

Street furniture such as benches and garbage receptacles, etc., shall reflect and complement the architectural character of the Village Center.

The placement of pedestrian amenities should not be entirely regimented. Instead they should reflect the needs of specific locations. Public seating, such as benches, should



provide welcome relief for pedestrians. It should invite pedestrians to stay on the street to rest, converse, wait, read and people-watch. People also feel safer when they can see and be seen by other people. Visibility dissuades nuisance activities by the presence of passive surveillance by others.

All street furniture shall also be designed to meet or exceed ADA accessibility standards.

Kiosks/ Interpretive Centers

Interactive kiosks and interpretive centers will be provided to add fun to the experience of village discovery. They may provide information and “stories” about the village, its history and Utah.

Bike Racks

Bike storage shall be provided near entries to commercial spaces for use by the general public. This amenity should be designed to compliment the architectural style of adjacent buildings. Designs should reflect materials used on the nearby building bases.

Benches

- Benches shall be located on sidewalks and within squares / plazas / fore courts in a manner that maintains unobstructed, 4 foot wide pedestrian “throughways”.
- Benches shall be provided adjacent to major destination points within the Village Center.
- Benches shall be provided at all transit stops.
- Benches shall be designed to provide adequate backing for adequate resting opportunities.
- Where possible, benches shall be designed to include armrests to assist individuals in lowering and raising themselves.
- Bench designs shall conform to the following dimensions:
 - Height: 16 inches minimum / 18 inches maximum to seat.
 - Seat depth: 24 inches minimum / 36 inches maximum.
 - Bench length: 60 inches minimum / 120 inches maximum.

Bollards

- Bollards shall be utilized to guide pedestrian and vehicular traffic around public art, water features and / or natural areas.
- Bollards shall be utilized in pedestrian-friendly areas where protection against and containment of vehicles is necessary.
- Bollards shall be no more than 42 inches high.
- Bollards shall be no more than 9 inches in diameter.
- Bollard design shall complement the architectural character of the Village Center.
- Bollards may have lighting as part of overall pedestrian plan.

Drinking Fountains



Benches in pedestrian-friendly area



- Drinking fountains shall be located in village center areas experiencing high levels of pedestrian activity, including squares, village greens and neighborhood parks.
- Drinking fountains shall be designed to ensure that water outlets are situated a minimum of 36 inches above street level.
- Drinking fountain design shall complement the architectural character of the Village Center.



Sidewalk café (PBIC Image, photographer: Dan Burden)

Garbage Receptacles

- Garbage receptacles shall be located in high pedestrian traffic areas within the Village Center; specific locations include:
 - Transit stops
 - Corners of major intersections
 - Mid-block street crossings
 - Seating areas within squares, village greens and parks
 - Near convenience retail and take-out restaurant uses
 - Street cafes and outdoor restaurants
- Garbage receptacles shall be a minimum of 36 inches in height and 24 inches in diameter.
- Garbage receptacle design shall complement the architectural character of the Village Center.

Planter Boxes

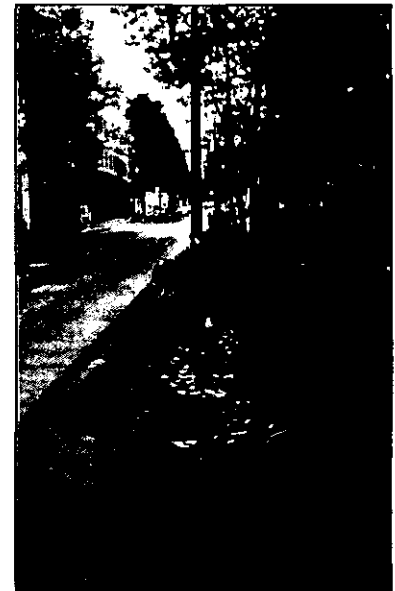
Where appropriate, planter boxes shall be located on sidewalks and within squares and greens to provide visual relief and character to the Village Center. Planter box guidelines are as follows:

- A minimum 4 foot wide pedestrian “throughway” zone shall be retained at all times on sidewalk segments hosting planter boxes.
- Planter boxes shall be a maximum of 40 inches long, 24 inches high and 24 inches deep.

Street Cafes / Restaurant Seating

Where appropriate, street cafes and outdoor restaurant seating areas are permitted to encroach onto public sidewalks by a maximum of 8 feet, where total sidewalk widths are 10 feet and sidewalk surfaces can briefly encroach onto street tree / landscape strips. Guidelines for street cafes are as follows:

- A minimum 4 foot wide pedestrian “throughway” zone shall be retained at all times on sidewalk segments hosting street cafes / restaurant seating.
- Street café / restaurant seating areas can be a



Formal water feature as public art



maximum of 12 feet in depth if fronting onto squares, greens or parks, subject to the maintenance of 4 foot wide pedestrian "throughway" zones.

- Where appropriate and / or necessary, planters, metal railings, posts with ropes and bollards are encouraged and shall be used to define areas occupied by street cafes / restaurant seating, and these elements shall complement the architectural character of the Village Center.
- Where utilized, railings defining street café / restaurant-seating areas shall be a maximum of 42 inches in height.
- Extended awnings, canopies, or large umbrellas shall be permitted and located to provide shade and weather protection. Awning and canopy design shall complement the architectural character of the Village Center and colors shall complement building colors.
- Street café / outdoor restaurant tables and chairs shall complement the architectural character of the Village Center.

PUBLIC ART

Public art has the ability to unify the Village Center, complementing the architectural theme, and provide the visual interest central to pedestrian-friendly environments. It should convey both educational and playful messages, and contribute to the development of unique identities for areas within the Village Center and surrounding neighborhoods.

Formal water features can also be considered as public art, and shall be governed by the ordinance points listed below.

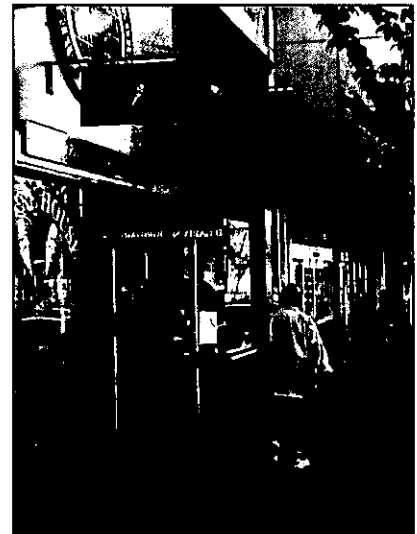
Public Art Location

Public art shall be located in the following manner:

- As focal points within squares, plazas and / or parks.
- As terminating vistas or "surprises" along streets and paths frequented by pedestrians.

Public Art Character

- Public art pieces and / or ensembles shall reflect the architectural theme established for the Village Center, in terms of content, scale, materials, color and massing.
- Maximum height for public art pieces / ensembles shall be 12 feet.



Street sign in Village Center

SIGNS

All signs shall meet Bluffdale City Standards. Signs for the Village Center are to be legible, attractive and contribute to creating a "sense of place" and a pedestrian-friendly environment. Furthermore, all signs are to reflect the character of the Village Center's built form.

Street Signs

- Street signs within the Village Center and surrounding neighborhoods shall be designed to comply with Utah Department of Transportation street sign design standards.
- Street signs shall be designed in manner that complements the architectural character of Bluffdale.



- Signage on the commercial mixed-use street
- Commercial signage affixed to the exterior façade or hung perpendicular to the façade of a mixed-use building shall be architecturally compatible with the style, composition, materials, colors and details of the building.
- Signs shall fit within building façade features.
- Signs shall not interfere with door and window openings, conceal architectural details or obscure the composition of the façade where they are located.
- Signs shall be historically appropriate to the style of the building and architectural character of the village center.
- Whenever possible, signs located on buildings within the same block face shall be placed at the same height, in order to create a unified sign band.
- Sign colors should be compatible with the colors of the building façade. A dull or matte finish is recommended to reduce glare and enhance legibility.
- Signs shall either be spotlighted or back-lighted with a diffused light source. Light shall be contained within the sign frame and shall not spill over onto other portions of the building or site.

LIGHTING

Adequate illumination within the Village Center and surrounding neighborhood is a critical factor in creating safe, comfortable pedestrian-friendly environments. This involves not only the use of streetlights, but also lighting tailored to sidewalks, pedestrian paths, alleys and building entrances.

Illumination levels must be of sufficient intensity to provide security and vision, but not to overpower the nightscape. Indirect sources and horizontal cut-off fixtures are required to reduce glare and down lighting is preferred for sign illumination.

Lighting Location

Adequate lighting shall be provided in all areas used by pedestrians and vehicles within the Village Center and a ¼ mile surrounding the Village Center.

In high pedestrian activity areas lighting fixtures shall be spaced close together to create continuous and uniform lighting levels.

Lighting Levels and Character

Luminance values shall be as follows:

Area Type	Illumination (foot candles)
■ Public spaces, mixed-use streets	■ 2.0
■ Residential	■ 1.0 – 1.5
■ Parking lots	■ 1.8
■ Transit stops	■ 1.5 – 2.0

Lighting Luminance Values

Street lighting shall be shielded from casting light higher than in a line 15 degrees below the horizontal plane, as measured from the light sources.

- Lighting shall not be directly cast into adjacent residential windows.

Lighting Color

- Lighting color shall be as close to incandescent as possible, including minimum



wattage metal halide or color corrected sodium light sources.

- Non-color corrected low-pressure sodium and mercury vapor and fluorescent lighting sources are prohibited.

Lighting Standards

- All street light standards shall not exceed 16 feet in height.
- 12-foot high decorative lamp standards shall be provided at regular intervals
- Street light standards shall be spaced a maximum 80 feet apart within the village center.
- Street light standard design and material use within the village center shall complement the architectural character.
- 'Cobra-head' lighting standards are prohibited within the Village Center.
- Where appropriate, standards shall accommodate banners, signage and hanging flowers baskets.
- Commercial messages on lighting standards are prohibited.



Varying pavement treatments denoting pedestrian and vehicular spaces (PBIC, photographer: Dan Burden)

PAVEMENT

To remain consistent with the overall theme of the Village Center and reflect the local context, paving materials will include local stone or interlocking pavers with profiles such as cobble, cobblestone and brick.

Combinations of acceptable paving materials can lend visual interest. However designs should strive to be simple and straightforward, using one or two different materials.

Paving patterns should be developed with durability in mind, especially in areas subject to regular plowing in the winter.

Pedestrian-Friendly Areas

Local stone or interlocking pavers, with profiles such as cobble, cobblestone and brick, shall be used whenever possible, on sidewalks, pedestrian paths, squares and plazas and within the Village Center.

Asphalt paving is prohibited within

pedestrian friendly areas, with exception to street pavement surfaces.



Pavers in a public plaza (PBIC, photographer: Dan Burden)

Residential Over Commercial Retail/ Office

Residential uses over retail are encouraged in the mixed uses along Main Street. Due to this zone being mixed use, it is essential that parking for the separate uses be provided in a manner which provides convenient parking for both user groups. Parking for residential units above the commercial shall be provided and dedicated in the rear of the building. The alleys or lanes which service the commercial shall be maintained by the commercial entity. Commercial services shall be primarily served from the front of buildings to avoid

residential conflicts.

Residential over retail uses do not apply to the specific density of Independence at Bluffdale. Residential over retail use is a density bonus in addition to the projects overall density.

PERMITTED USES

Commercial Mixed Use -

Retail

Office

Residential over retail required (may be excused by the Bluffdale City Planning Commission)

ARCHITECTURAL CHARACTER

Residential townhouse neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, stairs, railings, paving materials, building location, pedestrian building massing and scale.

Lot size may vary within the RMF 2 zone. The use of small lots serves to add energy to the neighborhoods while at the same time preserving land as open space and the more effective use of resources. The massing articulation provided by adding small lot detached housing may add interest to the pedestrian street.

PERMITTED USES

Residential - R1-A, Townhouse (RMF-1), Apartments (RMF-2)

Commercial Retail

Commercial Office

Refer to Independence at Bluffdale Book of Exhibits for dwelling unit allocations by Permitted Uses (including the Project Plan, Specific Plan, and Design Guidelines).

CONDITIONAL USES

Stand alone retail

Stand alone residential on Main Street only



ACCESS

Access to residential land-uses (RMF-1, RMF-2, R1-A) shall be from the rear of the buildings by alleys or lanes. Garages and carports are prohibited in the front of the building. Buildings shall be placed to the setback line with no parking, except along the street, in front of the building.

Vehicular access to residential on Main Street shall be from the rear for all single family, Townhouse and apartment uses. Driveways from Main Street are prohibited except with approval from the IDRC and the Bluffdale City Staff.

Parking lots in front of the buildings on Main Street are prohibited.

Refer to Independence at Bluffdale Book of Exhibits for dwelling unit allocation block.

Village Center (Mt. Jordan) = *711 Total Units (does not include Res over Commercial)

- 654 Apartments/Condos

- 57 Town Houses

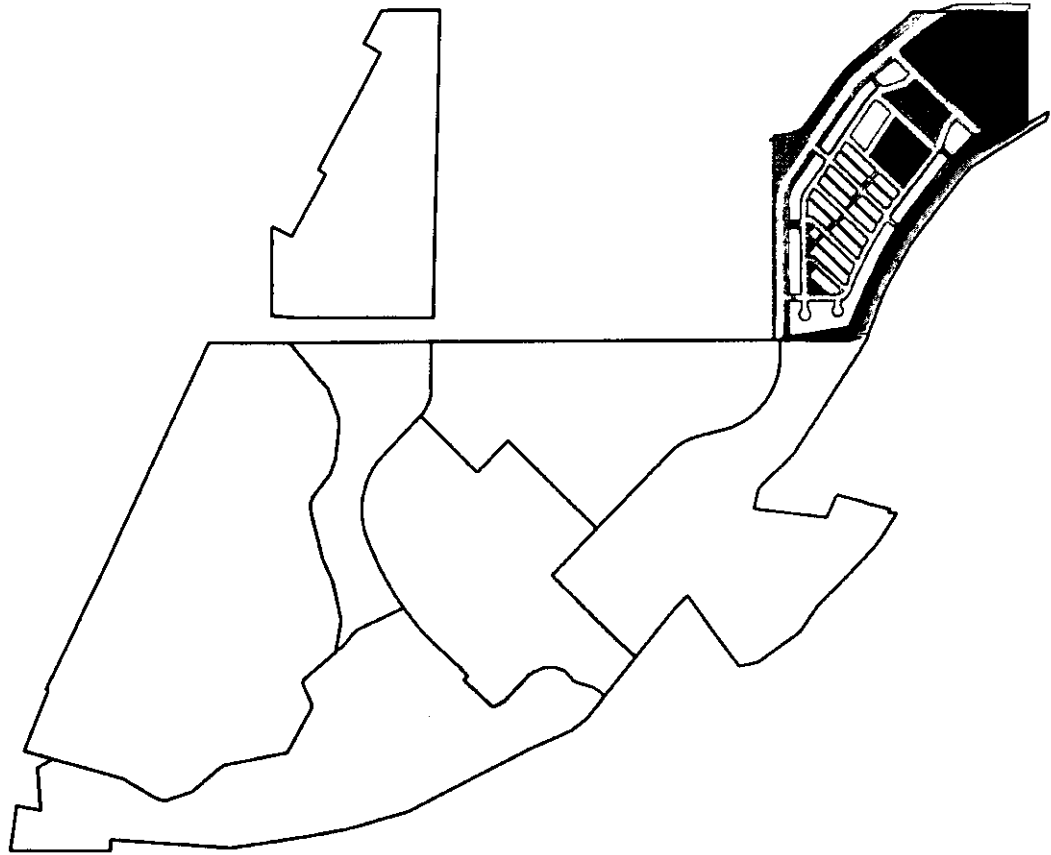
- 90 Residential Above Commercial Only

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT

(Footnotes)

¹ Residential units above retail are additional density to the permitted unit density.

² Office units above retail do not count against square foot density.



Rockwell

Neighborhood

TOTAL ACREAGE = 73.0

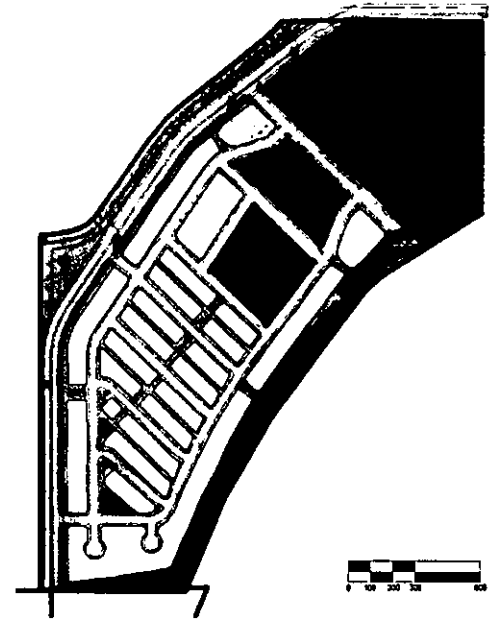
DWELLING UNITS PER ACRE = 6.2

ROCKWELL NEIGHBORHOOD

The Rockwell Neighborhood is located at a critical entry closest to the Interstate 15, 14600 South Exit. Currently 14600 South remains the major street but in the future it is intended that the street will be realigned towards the Village Center. 14600 South will become Bluffdale Boulevard and will serve as the major connection to the future Porter Rockwell Freeway.

The Rockwell Neighborhood is named after one of Bluffdale's most famous residents, Porter Rockwell. The theme for this neighborhood is to create a Bluffdale-inspired village theme, complete with pedestrian oriented streets and public spaces, humanly scaled buildings, appropriate landscaping and rustic detailing.

The neighborhood includes a regional commercial center, to help provide tax revenue to the City. Also included are apartments, town-houses and single family residential.



Rockwell Neighborhood Map

Because of the strategic location, the Rockwell Neighborhood will provide the first impression for the entire Independence at Bluffdale Community. The character of this neighborhood should reflect a more rustic neighborhood and should use stone and board and batten facades for the finishes of both residential and commercial uses.

PURPOSE STATEMENT

The purpose of the Regional Commercial is to provide an environment for efficient and attractive automobile oriented commercial development along an arterial street, while not directly competing with the Village Center located to the south on Bluffdale Boulevard.

PERMITTED USES

Regional Commercial, Townhouse (RMF-2), Apartment (RMF-1), R1-A, R1-F

The following uses are permitted in the Regional Retail Center:

Residential – Defined as living quarters for caretakers or security guard.

Office – Medical and dental Clinics and financial institutions.

Retail Sales – Auction sales, car wash, equipment rental, furniture repair, gas station, value retail/ membership wholesale, boat recreation sales & service, large format hardware retailing, large format furniture retailing, large format electronics retailing, automotive parts retailing, drive-through retail uses. All other uses are permitted upon approval by the IDRC.

Institutional – Adult day care center, child day care center.

PROHIBITED USES

Specialty grocery, department stores, museum, music conservatory, places of worship, manufacturing, bakery, schools and professional services.

ARCHITECTURAL CHARACTER

A variety of housing types shall be located within the Rockwell Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the early turn of the 20th century such as **Cape Cod, Craftsman and Bungalow architecture styles**. However, these buildings shall not seek to imitate the styles, but to let that era influence "the look" and establish it's own identity. The use of modern materials in the design elements is essential in the success of the Rockwell neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may only be used as an accent material and may not be a dominant percentage of the building. All architecture shall be four sided in detailing so the all buildings are architecturally detailed for pedestrian interest.

The architecture shall be pedestrian in scale. The use of façade treatments, canopies, texture and color shall be used to modify the scale of these buildings.

Colors should be contrasting and must vary between buildings. See Appendix B for examples of unit colors that may be appropriate.

ARCHITECTURAL CHARACTER

Residential neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, paving materials, building location, pedestrian building massing and scale.

Lot size may vary within the Townhouse zone. The use of small lots serves to add energy to the neighborhoods while at the same time preserving land as open space and the more effective use of resources.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors.

Refer to Appendix A for examples of unit colors that may be appropriate.

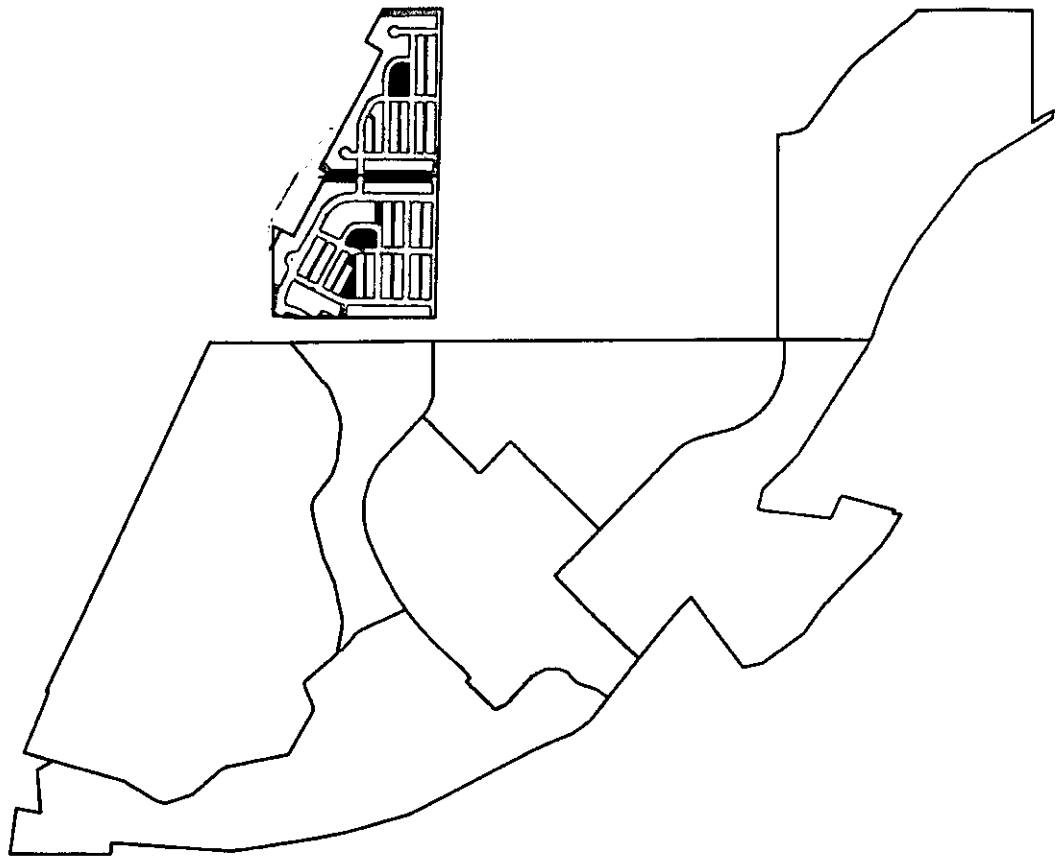
ALLEYS

Alleys are encouraged for housing in the Rockwell Neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.

Rockwell Neighborhood (Bland and J&G) = *346 Units

- 227 Single Family Units
- 89 Multi Family Apartments
- 30 Multi Family Town Houses

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT



Westgate
Neighborhood

TOTAL ACREAGE = 50.08
DWELLING UNITS PER ACRE = 7.8

WESTGATE NEIGHBORHOOD

The Westgate Neighborhood is located at the northwest corner of the property. The land is generally flat in nature with some existing vegetation located close to the canal. The neighborhood is primarily single family residential with alley access. There are also lots with driveways located adjacent to the rail line. The neighborhood has an abundance of parks with varying purposes. A lineal park space is provided next to the canal.

PURPOSE STATEMENT

The purpose of the Westgate Neighborhood is residential small lot development to provide support for the nearby commercial core.

PERMITTED USES

The following uses are permitted in the Westgate Neighborhood

Residential – Single family detached R1-A, R1-F

ARCHITECTURAL CHARACTER

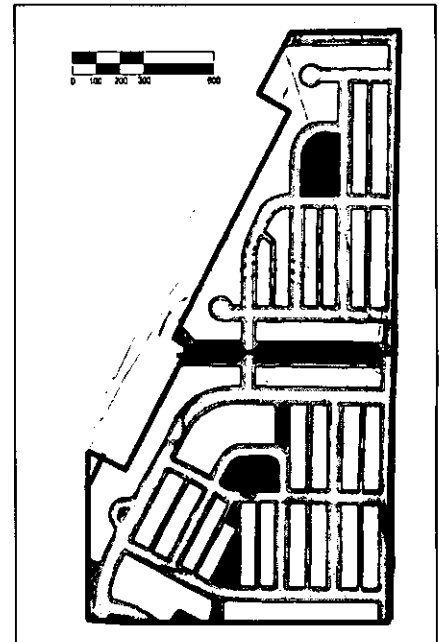
A variety of housing types shall be located within the Westgate Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Shingle, Cape Cod, Bungalow architectural styles. However, these buildings shall not seek to imitate the styles, but to let that era influence "the look" and establish its own identity. The use of enhanced porches and modern materials in the building design is essential to the success of the Westgate Neighborhood. Materials such as wood, and brick should be used as primary building materials in the Westgate neighborhood. Stucco, siding and stone may only be used as an accent material and may not be a dominant percentage of the building.

The residential scale of the neighborhood shall be pedestrian in nature. Provide front porches and landscaping in the front of the buildings.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors. Refer to Appendix A for examples of unit colors that may be appropriate.

Street trees are required in the park strip. Refer to the street tree plan in the Independence at Bluffdale Book of Exhibits for tree types and spacing. One tree per lot or three on a corner is permitted. Centerline spacing 35 feet.



Westgate Neighborhood Map



Pedestrian oriented house with front porch and driveway. (Daybreak-South Jordan, Utah)

Garages must be placed in the rear of the lot with maximum driveway widths of 10 ft. Driveways from the front must also have a planter strip median of three feet between tracks.

ALLEYS

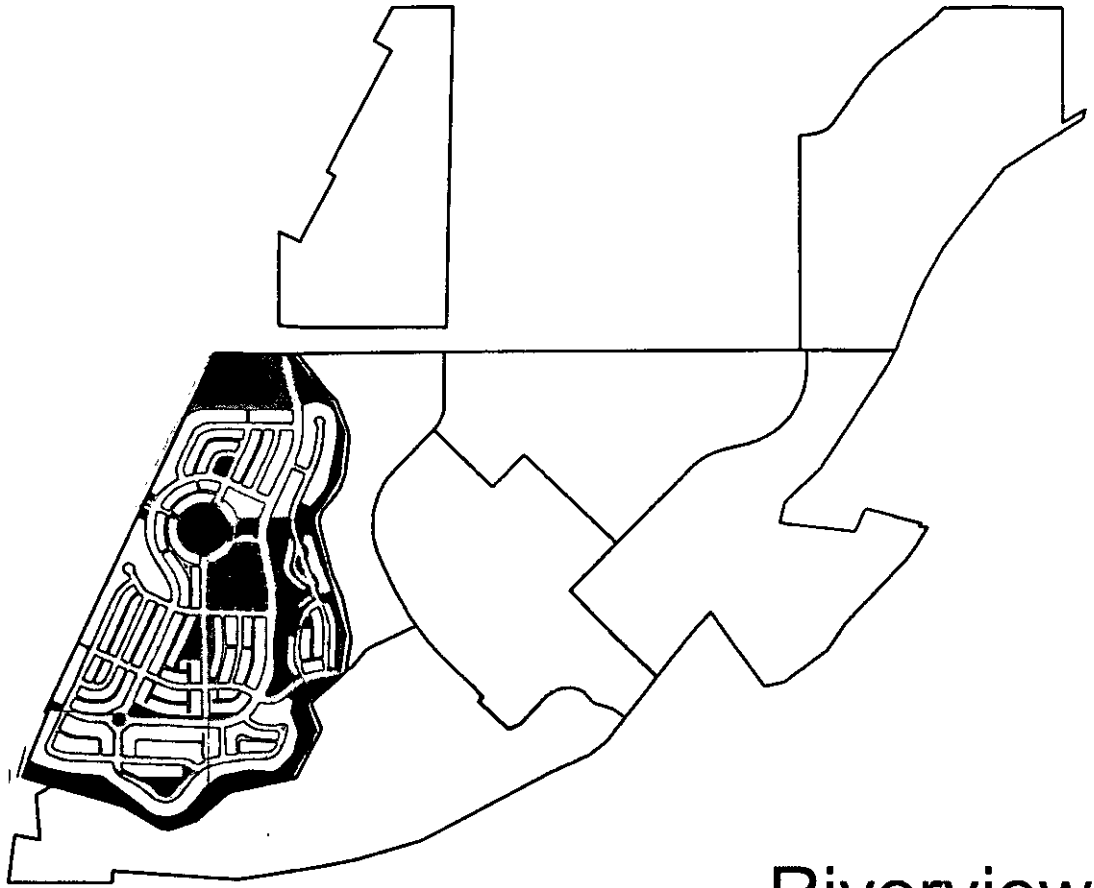
Alleys are encouraged for housing in the Westgate Neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.

Westgate Neighborhood

= *393 Units

- 393 Single Family Units

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT



Riverview
Neighborhood

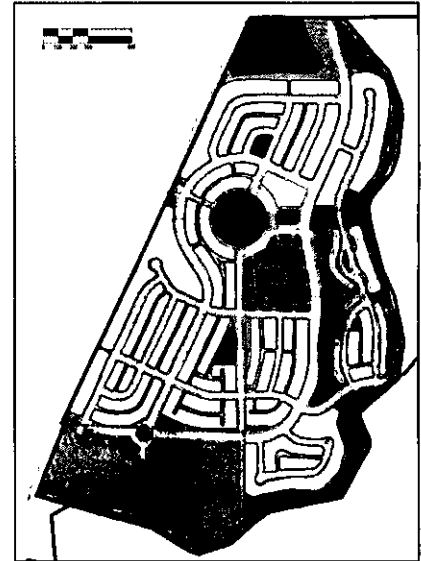
TOTAL ACREAGE = 130.87
DWELLING UNITS PER ACRE = 6.90

RIVERVIEW NEIGHBORHOOD

The Riverview Neighborhood is located at the base of the bluff on the west side of the community. The property has a bench on the east side. The land is separated from the rest of the community by a grade change and by the canal. The neighborhood is entirely residential but has permitted townhouse and apartment development in the RMF - 2 land-use area. The focal point for the residential is a large neighborhood park. This neighborhood park acts as the west open space anchor from the Village Center. A church site is designated within this neighborhood. Any church use and architecture should follow the design guidelines for churches in the introduction of these design guidelines. There are also lots with driveways located adjacent to the rail line. The neighborhood has an abundance of parks with varying purposes.

PURPOSE STATEMENT

The purpose of the Riverview Neighborhood is residential small lot development and townhouse. The Riverview neighborhood is geographically separated from the rest of the community and thus has a small activity center to provide a gathering place for the community.



Riverview Neighborhood

PERMITTED USES

The following uses and no others are permitted in the Riverview Neighborhood

Residential – Single family detached (R1-A, R1-F)

-- Apartments, Townhouses, Stacked Flats (RMF-1, RMF-2)

*Stacked Flats are defined as multi-family residential units.

ARCHITECTURAL CHARACTER

A variety of housing types shall be located within the Riverview Neighborhood, providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Shingle, Tudor, and French Provincial architecture styles. However, these buildings shall not seek to imitate the styles, but to let that era influence "the look" and establish its own identity. The use of modern materials into the design elements is essential in the success of the Riverview neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may be used as an accent material, however it may only represent a minor percentage of the building.



Small residential home using shingle siding.

The residential scale of this neighborhood should be pedestrian in nature, providing front porches and landscaping in the front of the buildings. Roof articulation by using

dormers, gables, and hips will add more character to residential buildings and enhance the character of the neighborhood.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors. Refer to Appendix A for examples of unit colors that may be appropriate.

Street trees are required in the park strip. Refer to the street tree plan in the Independence at Bluffdale Book of Exhibits for tree types and spacing.

The architecture shall be pedestrian in scale. The use of façade treatments, canopies, texture and color shall be used to modify the scale of these buildings.



Small residential home with varied façade materials

ARCHITECTURAL CHARACTER

Residential neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, paving materials, building location, pedestrian building massing and scale.

Lot size may vary within the RMF - 2 zone. The use of small lots serves to add energy to the neighborhoods while at the same time preserving land as open space and the more effective use of resources.

CHURCH SITE

Within the Riverview Neighborhood is a recommended church site. The church site is located adjacent to a neighborhood center to provide opportunities for activity and community gatherings. A church which may be located within this neighborhood shall conform the concepts of a neo-traditional neighborhood by placing the church building to the front setback line with parking areas in the rear. The building shall conform to these design guidelines. The building shall be subject to review by the Design Review Committee.



Two story apartment complex

ALLEYS

Alleys are encouraged for housing in the riverview neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.

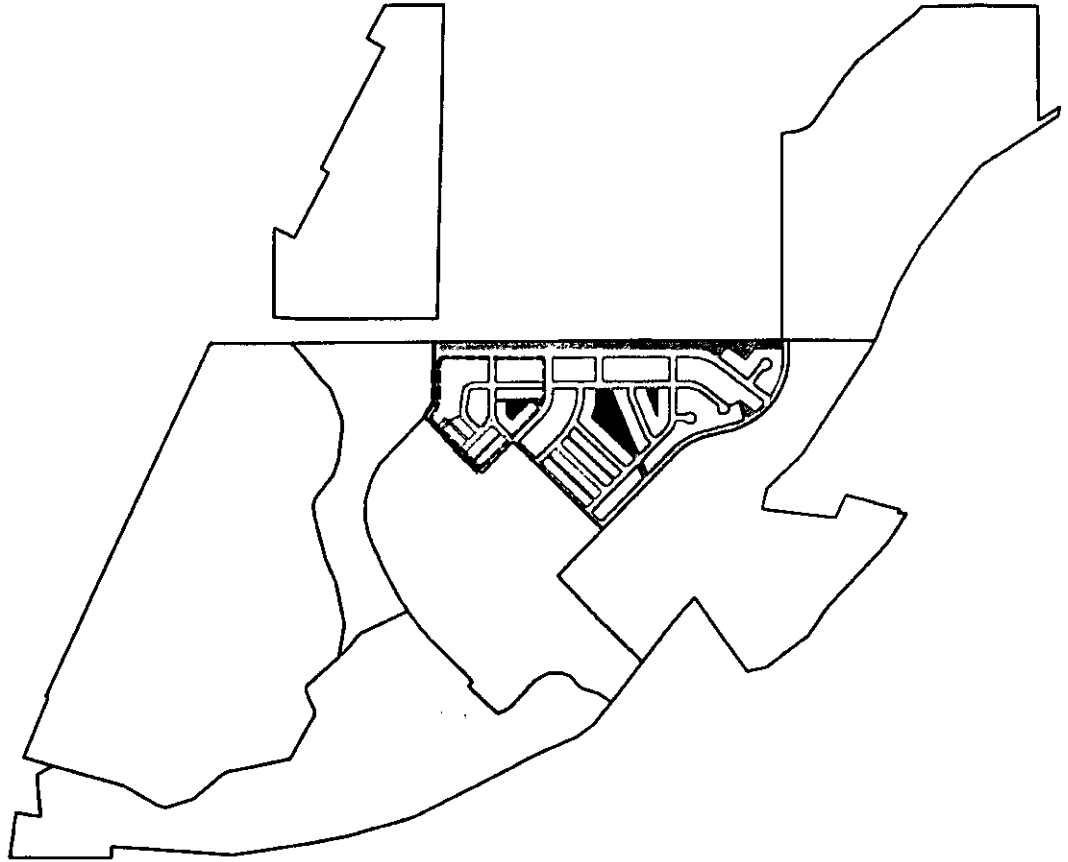
Riverview Neighborhood

= *877 Units

- 664 Single Family Units

- 213 Town Homes

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT



Northview

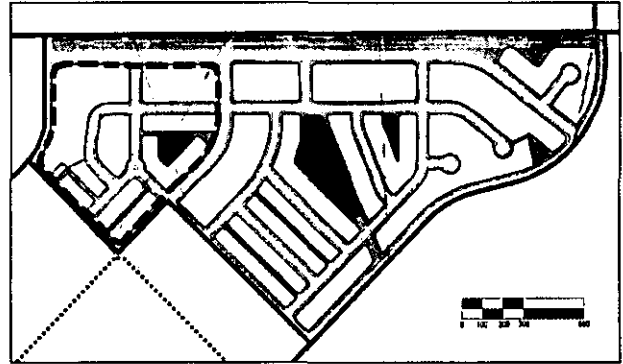
Neighborhood

TOTAL ACREAGE = 58.68

DWELLING UNITS PER ACRE = 6.57

NORTHVIEW NEIGHBORHOOD

The Northview Neighborhood is located on the north boundary of the community adjacent to the Village Center. The neighborhood is entirely single family residential with alley and driveway access. The neighborhood is the preferred location for an elementary school site. The elementary school building should be located at the southeast corner closest to the Village Center. The school should follow the guidelines as presented in the introduction of these design guidelines.



Northview Neighborhood Map

PURPOSE STATEMENT

The purpose of the Northview Neighborhood is a residential small lot and townhouse development to provide support for the nearby commercial village center.

PERMITTED USES

The following uses are permitted in the Northview Neighborhood

Residential – Single family detached R1-A, R1-F

– Townhouse RMF-2

ARCHITECTURAL CHARACTER

A variety of housing types shall be located within the Northview Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Shingle, Bungalow, Cape Cod and Salt Box architecture styles. However, these buildings shall not seek to imitate the styles, but to let that era influence “the look” and establish its own identity. The use of modern materials into the design elements is essential in the success of the Northview neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may be used as an accent material, however it may only represent a minor percentage of the building and may not be the dominant surface. Dormers, gables and hips, will add more character to the buildings and enhance the character of the neighborhood. The use of façade treatments, canopies, texture and color shall be used to modify the scale of these buildings.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors. Refer to Appendix A for examples of unit colors that may be appropriate.

Street trees are required in the park strip. Refer to the street tree plan in the Independence at Bluffdale Book of Exhibits for tree types and spacing.

ARCHITECTURAL CHARACTER

Residential townhouse neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, stairs, railings, paving materials, building locations, pedestrian building massing and scale.

Lot size may vary within the RMF 2 zone. The use of small lots serves to add energy

to the neighborhoods while at the same time preserving land as open space and the more effective use of resources. The massing articulation provided by adding small lot detached housing may add interest to the pedestrian street.

PERMITTED USES

Residential - Townhouse development, Single family detached.

SCHOOL

Adjacent to the Village Center within the Northview Neighborhood is a suggested school site. Locating a school in this area will provide an activity center to the area and a convenient school location to the community. If a school is built in this location instead of residential, the school building should be located as adjacent to the village center. The school building architectural character should be consistent with the Village Center. Play fields should be located at the north end of the property. Parking lots should be visually screened from the village center or pedestrian walk ways.

Lighting should follow the village Center lighting standards as described in these design guidelines.

ALLEYS

Alleys are encouraged for housing in the Northview neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.

Northview Neighborhood = 386 Units

- 321 Single Family Units

- 65 Town Houses



Traditional small house in the Sugarhouse area of Salt Lake City.



Single family residential house with trail in the back



Townhouse development Utah County



South Bluffs

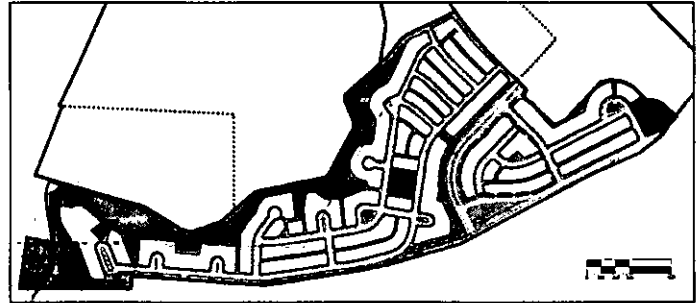
Neighborhood

TOTAL ACREAGE = 81.89

DWELLING UNITS PER ACRE = 4.95

SOUTH BLUFFS NEIGHBORHOOD

The South Bluffs Neighborhood is located on the south boundary of the community adjacent to the Village Center on the north. The neighborhood is entirely single family residential with alley and driveway access. This neighborhood provides spectacular views of the northwest Salt Lake Valley.



South Bluffs neighborhood map

PURPOSE STATEMENT

The purpose of the South Bluffs Neighborhood is residential small lot development to provide support for the nearby commercial core. The neighborhood will also provide a variety of housing types consistent with the permitted uses shown of the zone map.

PERMITTED USES

The following uses and no others are permitted in the South Bluffs Neighborhood

Residential – Single family detached, R1-F, R1-A, RMF-2

– Townhouse

ARCHITECTURAL CHARACTER

A variety of housing types shall be located within the South Bluffs Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Tudor, Craftsman, Cape Cod and French Provincial architecture styles. However, these buildings shall not seek to imitate the styles, but to let that era influence “the look” and establish its own identity. The use of modern materials into the design elements is essential in the success of the South Bluffs neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may be used as an accent material, however it may only represent a minor percentage of the building and may not be the dominant surface.

Roof articulation by using dormers, gables and hips, will add more character to the buildings and enhance the character of the neighborhood. The use of façade treatments, canopies, texture, front porches, landscaping and color shall be used to modify the scale of these buildings. The residential scale of the neighborhood should be pedestrian in nature.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors. Refer to Appendix A for examples of unit colors that may be appropriate.

Street trees are required in the park strip. Refer to the street tree plan in the Independence at Bluffdale Book of Exhibits for tree types and spacing.

ARCHITECTURAL CHARACTER

Residential townhouse neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, stairs, railings, paving materials, building location, pedestrian building massing and scale.

Lot size may vary within the RMF 2 zone. The use of small lots serve to add energy to the neighborhoods while at the same time preserving land as open space and the more effective use of resources. The massing articulation provided by adding small lot detached housing may add interest to the pedestrian street.



Single family detached bungalow residential in Daybreak-South Jordan, Utah

PERMITTED USES

RMF-2, R1-A, R1-F

Residential - Townhouse development, Single family detached.

CHURCH SITE

Within the South Bluffs Neighborhood is a recommended church site. A church which may be located within this neighborhood shall conform to the concepts of a neo-traditional neighborhood by placing the church building to the front setback line with parking areas in the rear. The building shall conform to these design guidelines. The building shall be subject to review by the Design Review Committee.



Townhouse development Utah County

ALLEYS

Alleys are encouraged for housing in the South Bluffs neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.

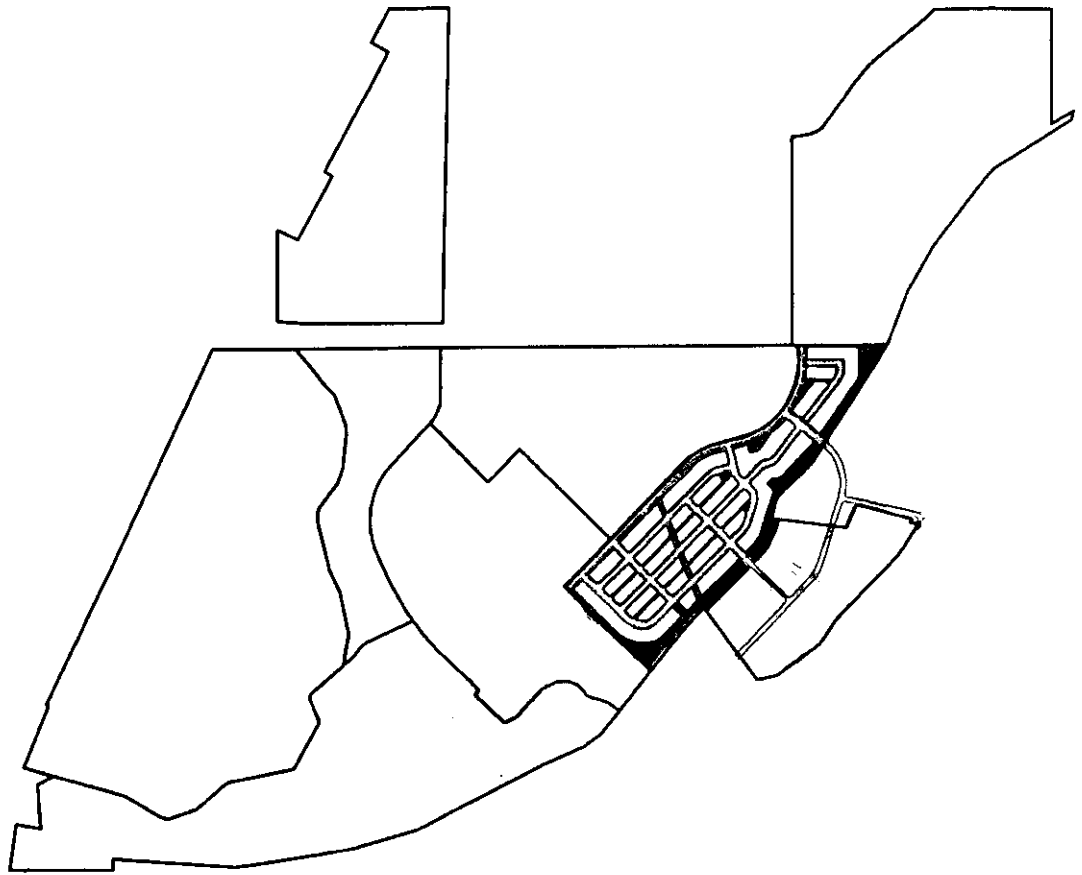
South Bluffs Neighborhood

= *406 Units

- 379 Single Family Units

- 27 Town Houses

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT



East Bench

Neighborhood

TOTAL ACREAGE = 42.34

DWELLING UNITS PER ACRE = 6.30



EAST BENCH NEIGHBORHOOD

The East Bench Neighborhood is located on the east boundary of the community adjacent to the Village Center. The neighborhood is entirely single family residential with alley and driveway access. The neighborhood has secondary access to the frontage road of Interstate 15. A future Trax rail line is located on the south boundary of this neighborhood.

PURPOSE STATEMENT

The purpose of the East Bench Neighborhood is residential small lot development to provide support for the nearby commercial core.

PERMITTED USES

The following uses are permitted in the East Bench Neighborhood

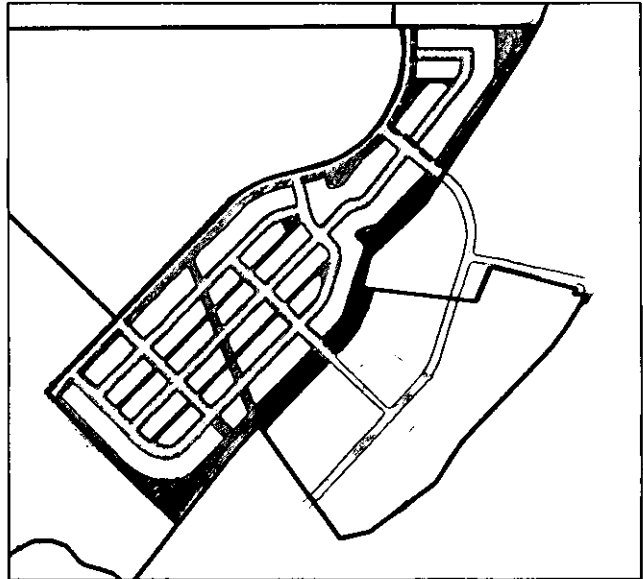
- Residential** – Single family detached (R1-A, R1-F, RMF-2)
- Townhouse

ARCHITECTURAL CHARACTER

A variety of housing types shall be located within the East Bench Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Bungalow, Cape Cod, Dutch Provincial, and Salt Box, architecture styles. (Refer to appendix C for typical examples). However, these buildings shall not seek to imitate the styles, but to let that era influence “the look” and establishes its own identity. The use of modern materials into the design elements is essential in the success of the East Bench Neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may be used as an accent material, however it may only represent a minor percentage of the building and may not be the dominant surface. Roof articulation by using dormers, gables and hips, will add more character to the buildings and enhance the character of the neighborhood.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors. Refer to Appendix A for examples of unit colors that may be appropriate.



East Bench Neighborhood Map



Single family residential housing facing a green (Daybreak-South Jordan, Utah)



Street trees are required in the park strip. Refer to the street tree plan in the Independence at Bluffdale Book of Exhibits for tree types and spacing.

ALLEYS

Alleys are encouraged for housing in the east bench neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.



Single family home in Sugarhouse, Salt Lake City

ACCESS

Garages and carports are prohibited in the front of the buildings.

Driveways are permitted but alleys are encouraged

Garages must be placed in the rear of the lot with maximum driveway widths of 10 ft. Driveways from the front must also have a planter strip median of three feet.



Residential alley (Riverwoods-Utah County)

RMF 2 (Residential Town House)

PERMITTED USES

Residential - Townhouse development, Single family detached.

Refer to Independence at Bluffdale Book of Exhibits for dwelling unit allocations by block.

ARCHITECTURAL CHARACTER

Residential neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, paving materials, building location, pedestrian building massing and scale.



Single family with a variety of building types.

Lot size may vary within the RMF - 2 zone. The use of small lots serves to add energy to the neighborhoods while at the same time preserving land as open space and the more effective use of resources.

ACCESS

Access within the RMF - 2 land-use shall be from the rear of the buildings by alleys or lanes. Garages and carports are prohibited in the front of the building.

CHURCH SITE

Within the East Bench Neighborhood is a recommended church site. A church which may be located within this neighborhood shall conform the concepts of a neo-traditional neighborhood by placing the church building to the front setback line with parking areas in the rear. The building shall conform to these design guidelines. The building shall be subject to review by the Design Review Committee.

East Bench Neighborhood (J&G and Mt. Jordan)

= *Proposed 265 Units

J&G Parcel

- 61 Single Family Units

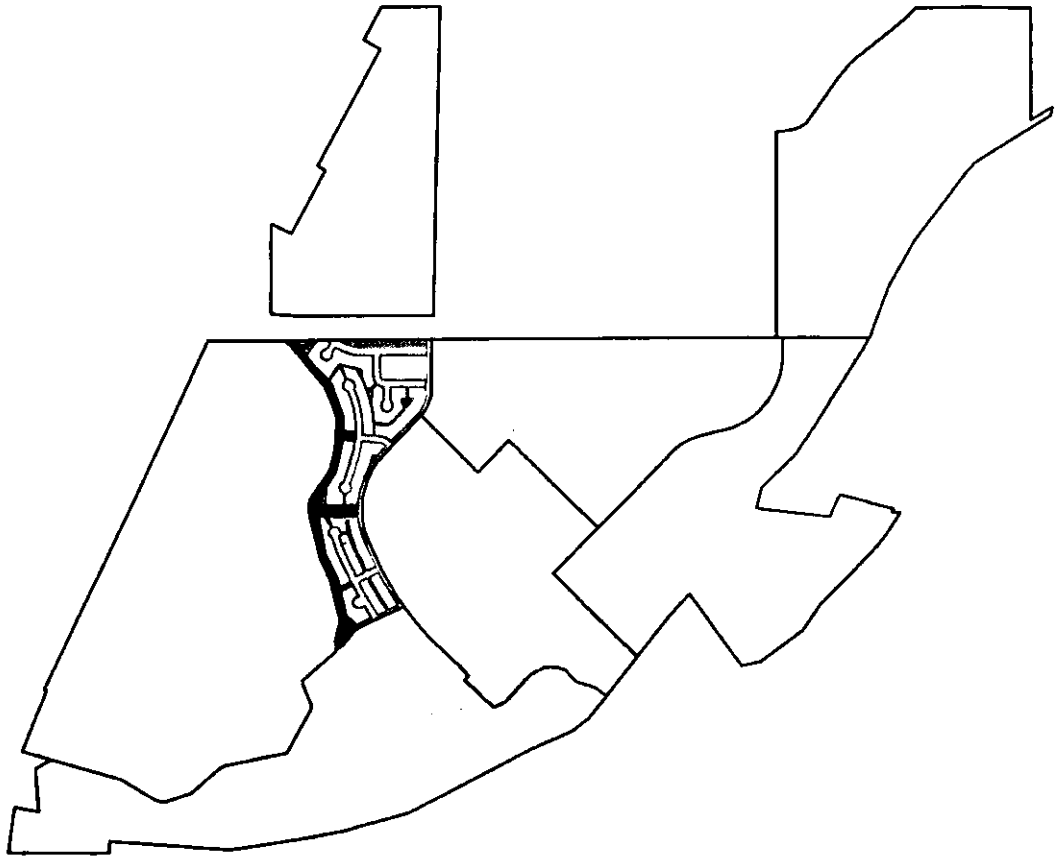
Mt. Jordan

- 173 Single Family Units

- 31 Town Houses

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT





Bluffs

Neighborhood

TOTAL ACREAGE = 28.09
DWELLING UNITS PER ACRE = 6.69

BLUFFS NEIGHBORHOOD

The Bluffs Neighborhood is located on the top of the bluff overlooking the river corridor in Bluffdale. It is also adjacent to the Village Center. The neighborhood has a majority of townhouse with single family detached along the edge of the bluff. The neighborhood is entirely single family residential with alley and driveway access.

PURPOSE STATEMENT

The purpose of the Bluffs Neighborhood is residential small lot development to provide support for the nearby commercial core.

PERMITTED USES

The following uses are permitted in the Bluffs Neighborhood

Residential – Single family detached R1-A, R1-F, RMF-2 – Townhouse

ARCHITECTURAL CHARACTER

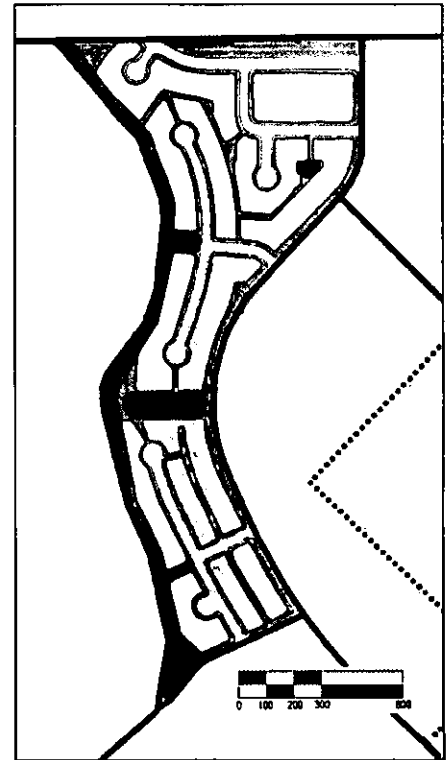
A variety of housing types shall be located within the Bluffs Neighborhood. Providing a variety of materials and colors will enhance interest at the pedestrian level.

The building character shall reflect (but is not limited to) the Georgian, Cape Cod, Dutch Provincial, and Shingle, architecture styles. However, these buildings shall not seek

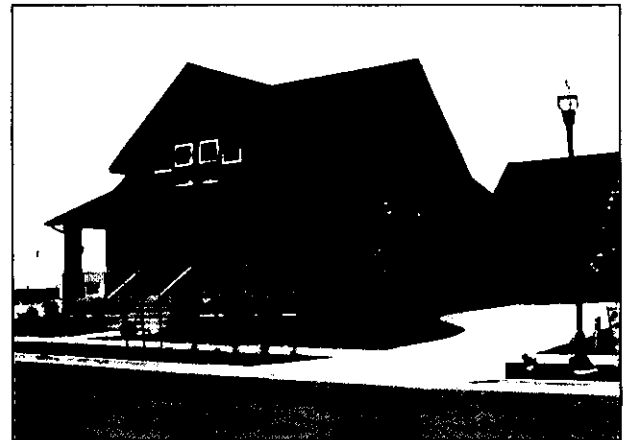
to imitate the styles, but to let that era influence "the look" and establishes its own identity. The use of modern materials into the design elements is essential in the success of the Bluffs Neighborhood. Materials such as brick, wood, and stone should be used as primary building materials. Stucco may be used as an accent material, however it may only represent a minor percentage of the building. Roof articulation by using dormers, gables and hips, will add more character to the buildings and enhance the character of the neighborhood. Façade treatments, canopy's, texture, front porches, landscaping and color shall be used to modify the scale of these buildings.

Colors should be vibrant and must vary between units. Units of the same color may only be placed within four units of each other. Units should be two toned or have accent colors. Refer to Appendix A for examples of unit colors that may be appropriate.

Street trees are required in the park strip. Refer to the street tree plan in the Independence at Bluffdale Book of Exhibits for tree types and spacing.



Bluffs neighborhood map



Single family residential house.

ACCESS

Access within the Single Family Detached (R1-A) land-use shall be from the rear of the buildings by alleys or lanes. Garages and carports are prohibited in the front of the building.

Garages must be placed in the rear of the lot with maximum driveway widths of 10 ft. Driveways from the front must also have a planter strip median of three feet.

ARCHITECTURAL CHARACTER

Residential neighborhoods shall incorporate careful design which establishes a pedestrian scale and intimate details. Elements incorporated within these designs include: front porches, arcades, façade materials, landscape planting, terraces, paving materials, building location, pedestrian building massing and scale.

Lot size may vary within the RMF 2 zone. The use of small lots serves to add energy to the neighborhoods while at the same time preserving land as open space and the more effective use of resources.

ACCESS

Access within the RMF - 2 land-use shall be from the rear of the buildings by alleys or lanes. Garages and carports are prohibited in the front of the building.

Bluffs Neighborhood (Mt. Jordan)

= *188 Units

- 106 Single Family Units

- 82 Town Houses

*DENSITY MAY BE TRANSFERRED BETWEEN NEIGHBORHOODS PER DEVELOPMENT AGREEMENT



Townhouse development Utah County



Public Space

PARKS AND OPEN SPACE

VILLAGE GREENS AND SQUARES



Typical Village Green surrounded by mixed uses.

Public spaces, such as village greens and squares, provide a public focus for pedestrian-friendly areas. They are elements critical to the livability of higher density neighborhoods, and should reinforce commercial and residential uses by acting as neighborhood meeting and recreation areas.

SIZE AND DIMENSIONS

Village greens shall be between 0.5 acre to 3.5 acres in size, animated with active and passive recreational opportunities and seating / meeting areas.

Transit squares shall be designed to be pedestrian friendly, using appropriate building height to square width ratios and active, narrow frontages. Squares shall not exceed 70 feet in width. Lengths can be longer.

PROGRAMMING

Where appropriate, village greens and squares shall be lined on one or more sides by mixed-use buildings, set back behind sidewalks and / or streets. Where possible, civic / community oriented buildings, including government offices, police stations, post offices, day care's, libraries and recreation centers shall be located adjacent to greens and squares.

Accentuate greens and squares with public art, water features and recreational facilities; these features shall be designed in manner complementary to the green / square and surrounding built form / landscape.

PUBLIC SPACE

CONSERVE AND INTEGRATE NATURAL AREAS

Major watercourses and natural features / areas should be conserved as amenities, and incorporated into the design of the Bluffdale community. Riparian areas should also be protected, as should wildlife habitats and corridors.

Opportunities for alternative storm water management facilities (that capture, treat and slowly release rainfall runoff off of impervious surfaces, such as streets, parking lots and rooftops) should also be explored throughout the Bluffdale site. These facilities can include landscaped detention ponds, bio-filtration wetlands, swales and developing permeable surfaces, using gravel or "geo-block" technology, within the "hard-scape" of the Village Center. Detention pond and wetlands facilities can also act as open space amenities for Bluffdale residents, while enhancing and / or rehabilitating existing watercourses.

Watercourse Health

Wherever possible, fencing or piping of streams shall be avoided.

Alternative Storm Water Management

Where appropriate and feasible, storm water runoff shall be collected, retained, treated and released into existing watercourses and the water table via the use of swales, infiltration pits, detention ponds, wetlands and permeable surfaces / areas. Detention ponds and wetlands shall be contoured and shaped to form low angles at water line to ensure pedestrian safety.

Habitat Conservation

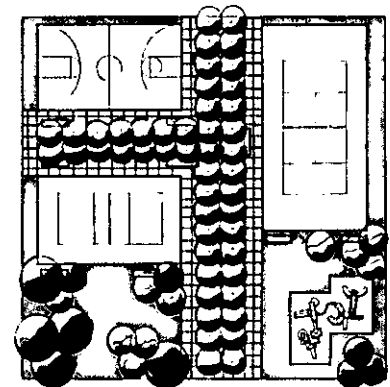
Wherever possible and feasible, sensitive habitats and natural features shall be protected from development.

Wherever possible and feasible, sensitive habitats and natural features shall be utilized as passive recreation amenities, through the use of low-impact interpretive trail networks.

ACTIVE OPEN SPACE

Parks

Neighborhood parks should be provided as public spaces, located in a manner that enables residents to easily access passive and active recreational opportunities. They should be located next to streets, residential areas, commercial cores and transit stops and stations and not be formed from left over land. Several parks are located with the master plan. Parks should be developed concurrently with housing development. Detailed park plans must be submitted to the Independence at Bluffdale Design Review Committee for review and recommendation.



Typical recreational park plan

LOCATION AND SIZE

One half to three and a half acre parks shall be placed within two blocks of any residence within the Village Center.

NEIGHBORHOOD PARK DEVELOPMENT STANDARDS

INTRODUCTION

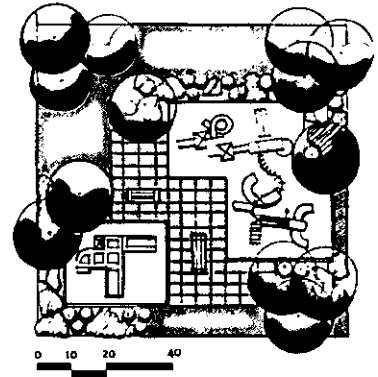
Neighborhood Park Facilities are those that generally serve a neighborhood or specific development. Neighborhood facilities may include recreational amenities such as multipurpose fields, playground equipment and/or sport specific play areas. Standards for several types of amenities are presented in this document to assist the developer in proposing neighborhood recreation facilities. It is contemplated that the amenities would be proposed and completed by a developer in a respective new residential neighborhood.

For Neighborhood Trail Standards, refer to the trail standard documents for Pedestrian Circulation, Hard and Soft Surface Trail Systems located in the Specific Plan Exhibit.

NEIGHBORHOOD PARK SPACE

The parks and open space chapters in this book specify the square footage requirements below for the provision of neighborhood park space.

Neighborhood parks serve as the recreational and social focus of the residents within a neighborhood. They should be developed for both active and passive recreation activities, taking into consideration the demographic profile



Typical pocket park Play ground



Typical Neighborhood Park

of residents. The site should have well-drained and suitable soils and level topography for active recreation use. Parks should be centrally located and accessible from the neighborhood by interconnecting neighborhood trails, sidewalks or low-volume residential streets.

Benches, shaded areas, trash receptacles, water fountains, picnic tables and neighborhood trail access are appropriate neighborhood park enhancements.

Square footage requirements for provision of Recreational Open space:

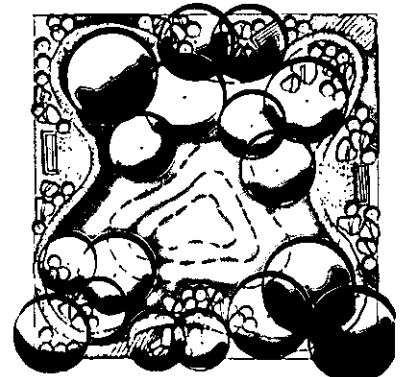
437 square feet per single family dwelling

218 square feet per multi-family dwelling

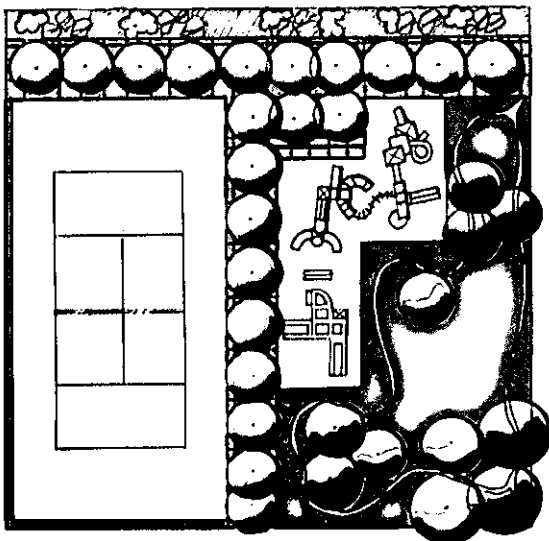
(43,560 square feet per acre)

TABLE I provides size, dimension, space requirements and orientations for several sports. These "Suggested Outdoor Facility Development Standards" will help the developer determine if land for a neighborhood park will provide for active recreational space for its residents. (Source: National Recreation and Park Association.)

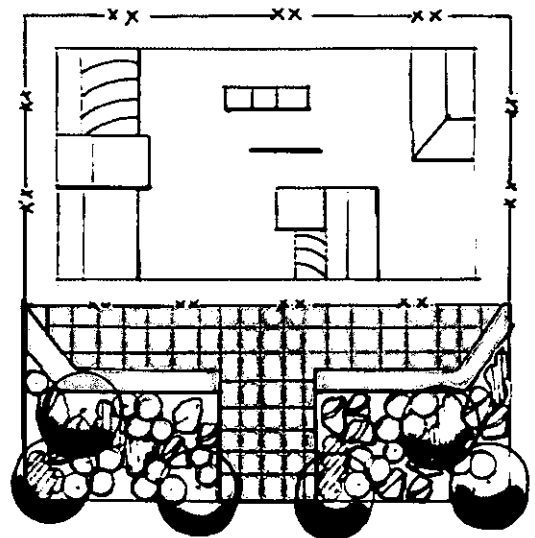
Active neighborhood recreational facilities are generally intended to be used in an informal and unstructured manner with the exception of use by youth teams.



Typical pocket park/ detention pond



Typical parks plan



- Typical skate park plan

TABLE I SUGGESTED OUTDOOR FACILITY DEVELOPMENT STANDARDS

ACTIVITY FORMAT	RECOMMENDED SIZE AND DIMENSIONS	RECOMMENDED SPACE REQUIREMENTS	RECOMMENDED ORIENTATION
Badminton	Singles: 17'x44' Doubles: 20'x44' Width 5' unobstructed area on both sides.	1620 sq. ft.	Long axis north - south
Basketball			
1. Youth	46' - 50' x 84'	2400 - 3036 sq. ft.	Long axis is north-south
2. High School	50' x 84'	5040 - 7280 sq. ft.	
3. Collegiate	50' x 94' with 5' unobstructed space all sides.	5600 - 7980 sq. ft.	
Tennis	36' x 78' 12' clearance on both ends.	Min. of 7,200 sq. ft. Single court area. Best in batteries of 2 - 4 courts. (2 acres per complex)	Long axis is north-south
Volleyball	30' x 60' Minimum of 6' clearance on all sides.	Minimum 4,000 sq. ft.	Long axis north-south
Baseball			
1. Official	Baselines -90' Pitching dist. -60.5' Foul lines- min. 320' Center field - 400'+	3.0-3.85 acres min..	Locate home plate so pitcher is not throwing across sun, and batter not facing it. Line from home plate through pitchers mound to run east-northeast.
2. Little League	Baselines -60' Pitching dist. -46' Foul lines -200' Center field -200'-250'	1.2 acres min..	
Football	160' x 360' with a minimum of 6' clearance on all sides.	1.5 acres min..	Fall season - Long axis northwest or southeast. For longer periods, north/ south.
Lacrosse	180' x 330' with a minimum of 6' clearance on all sides.	1.4 acres min..	Fall season - Long axis northwest or southeast. For longer periods, north/ south.



Table 1 Cont.

Soccer (See Table II)	195' to 225' x 330' to 360' with 10' minimum clearance on all sides.	1.7 - 2.1 acres	Fall season - Long axis northwest or southeast. For longer periods, north/ south.
Softball/ Youth baseball	Baselines 60' Pitching dist. 45' men 40' women Fast pitch field radius from plate -225' Slow pitch -275' men; 250' women	1.5 - 2.0 acres	Locate home plate so pitcher is not throwing across sun, and batter not facing it. Line from home plate through pitchers mound to run east-northeast
Multiple use court (basketball, tennis, etc.)	120' x 80'	9,840 sq. ft.	Long axis of court with primary use north and south.

TABLE II - AGE SPECIFIC SOCCER FIELD SIZES.

Age Groups	Field Size	Goal Size
U-5 & U-6	120'-150' length 60'-90' wide	Maximum 5 ft. high x 10 ft. wide
U-7 & U-8	150'-210' length 90'-150' wide	Maximum 6 ft. high x 12 ft. wide
U-10	210'-240' length 120'-150' wide	Maximum 7 ft. high x 21 ft. wide
U-12 & up	300'-450' length 150'-300' wide	8 ft. high x 24 ft. wide
Competition	300'-450' length 150'-300' wide	8 ft. high x 24 ft. wide

NEIGHBORHOOD PLAYGROUNDS

Standards for neighborhood playgrounds are determined as follows:

of units x 2.98¹ people per unit x 21%* = number of children to be served.

For example, a residential project of 100 units would produce a total neighborhood population of 298. Using the 21% multiplier, it would be expected that 62.6 children would utilize a neighborhood park to play or as a gathering place.

Recognizing that not all children will utilize a neighborhood playground at the same time, "play events" (see terms below) may be provided based on the number of children in the neighborhood as recommended in TABLE III below.

Terms:

Play Event: Each playground system is comprised of a number of play components, including various types of horizontal and vertical ladders, slides, play panels, climbers, bridges, beams, swings, etc. Each component constitutes a "play event."

Safety Standards: Due to the inherent risk and associated liability of playgrounds, the



SBSRD recommends compliance with standards set forth by the Consumer Product Safety Commission (CPSC) and The American Society for Testing and Material (ASTM). Products certified by the International Playground Equipment Manufacturers Association (IPEMA) are preferred.

Age Separation of Equipment: It is recommended that playgrounds have separate areas for younger children with appropriately sized equipment and materials to serve their less advanced development levels. Playground equipment manufacturers generally design for pre-school age children (2-5 years) and school age children (5-12 years). In playgrounds intended to serve children of all ages, the areas should be separated by pathways, landscaping or a buffer zone of ample physical space, delineating distinct areas for the two age groups.

TABLE III - SUGGESTED NUMBER OF NEIGHBORHOOD PARK PLAY EVENTS, BASED ON POPULATION.

Number of Children In Development	Minimum Recommended Number of Play Events
0 - 49	8
50 - 99	12
100 - 150	16
over 150	add two events per 50 children

NEIGHBORHOOD PLAYGROUND SPECIFICATIONS

The following guidelines and considerations are intended to assist the developer in selecting a qualified design-build playground company:

- Compliance with safety standards. All playground components will comply with CPSC guidelines and ASTM standards. IPEMA certified products preferred.
- ADA accessibility. It is the intent of the developer to comply with the most recent findings of the ADA Access Board. Components will include a suitable level of ADA compliance, including acceptable surface materials.
- The variety and creativity of the play structures.
- The demonstrated professional experience of the contractor.
- The demonstrated business viability of the company.
- Proof of playground equipment manufacturer product liability insurance policy (specify amount) with carriers rated at no less than A- by the A.M. Best Company. If the manufacturer is self-insured a current, audited financial statement should be required.
- Consideration of environmental elements in selection and installation of playground components and surface materials (high altitude/ UV exposure, wind, freeze/ thaw cycles, snow load).

COLOR COMBINATIONS:

The project planners may make a determination as to whether playground components will blend with the natural landscape backdrop or if primary or other bright colors are preferred.



UNACCEPTABLE EQUIPMENT:

For liability reasons, teeter totters, merry-go-rounds, swing toys such as horse swings, are unacceptable. For maintenance reasons, wood, or wood treated components are not recommended.

FALL ZONES AND SURFACE MATERIALS:

The developer shall specify the square footage available for the playground structure. The playground manufacturer's representative will determine recommended fall zones and should include a cost for suitable surface materials, such as wood chips to a depth that complies with safety guidelines. **It is strongly recommended that fall zones and surface materials comply with CPSC safety guidelines.**

SITE PREPARATION:

Consideration should be given by the developer to site preparation, including:

- Excavation
- Drainage
- Playground borders (Design of playground borders should prevent "trip" hazards.)

RECOMMENDED STRUCTURAL MATERIALS FOR PLAYGROUNDS:

FINISH AND COLOR COATING

1. All items are to be colored.
2. All pipes and clamps are to be powder coated.

POSTS

1. 5" O.D. of 11 gauge steel
tensile 45,000
yield 33,000
2. Posts are capped w/ aluminum in matching color
3. 34" bury in ground

PLASTIC PARTS

1. Phillips CL-100 or approved equal polyethylene.
2. Plastic wall on all products minimum ¼".

HARDWARE

1. Shall be tamper proof cap screws which can only be removed with tools supplied by the manufacturer.

RECOMMENDED STRUCTURAL MATERIALS FOR PLAYGROUNDS (CONTINUED)

DECKS

1. 11 gauge steel, PVC coated
2. Holes are precision punched for drainage and comfort.
3. Deck surface and deck frame molded; no weld points.
4. Cable type construction unacceptable.

PIPE WALL

1. Rails are extruded aluminum to 1-1/8" O.D. x ½" I.D.
2. PVC coated

HORIZONTAL LADDERS

1. Length (please specify)
2. PVC coated

VERTICAL LADDERS

1. Entire unit is to be one (1) piece.
2. PVC coated.

POLY SLIDES

1. Slides manufactured of U.V. stabilized polyethylene, rotationally molded; seamless.
2. Entrance "sit down" hood, fully enclosing slide entrance.
3. Specify slide-bed width.
4. Specify rail height.

STAINLESS STEEL SLIDE

1. Entrance hood, fully enclosing slide entrance
2. Specify slide-bed width.
3. Specify rail height.
4. North facing, by design.

EXHIBIT A

When requesting bids, the consumer may want to specify the following:

- Square footage available for play area
- Budget parameters
- A bid to include (1) delivery to site, (2) installation, (3) suitable surface materials
- Certificate of product liability insurance from manufacturer
- Unacceptable equipment (teeter totters, merry-go-rounds, horse swings)
- Expected age group to be served (2-5 years; 5-12 years)

PASSIVE OPEN SPACE

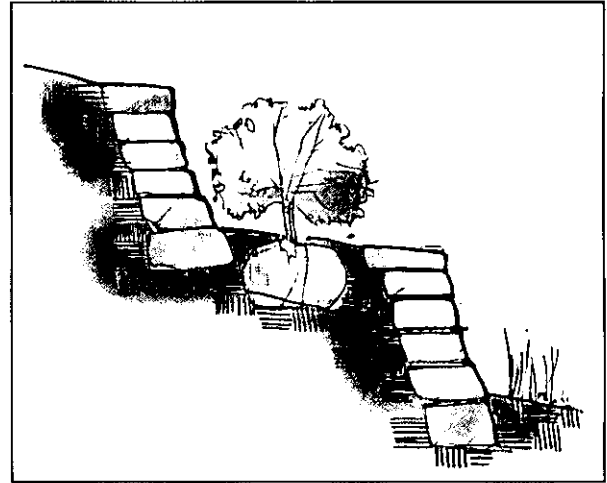
HILLSIDES

Wherever possible protect hillsides above 30%.

RETAINING WALLS

Retaining walls should be tiered when used to allow for landscape and to minimize the view of the faces of walls. Wall heights should be less than six feet above grade except if the developer can demonstrate that a higher wall will significantly reduce the required amount of grading. Minimum permeable distance for planting between walls is 36 inches.

The use of rock and stone or other native materials for the construction of these walls is encouraged.



Stacked rock retaining wall

The developer shall submit a hillside re-vegetation plan prior to receiving final road approval. The plan shall demonstrate that the proposed grading will be re-vegetated with significant growth in no more than two growing seasons.

The developer shall follow the 1992 EPA Storm Water Management for Construction Activities – Developing Pollution Prevention Plans and Best Management Practices as a minimum, Chapter 3, Sediment and Erosion Control Permanent Seeding and Planting as a minimum.

TRAIL CORRIDORS

An integral part of the pedestrian and park system in Independence at Bluffdale is the trail system. This system will provide connections for recreation and for services without having sidewalks along the street. These trail corridors will link neighborhood parks to create an interesting and varied park experience. Trail corridors will provide both a manicured park and natural landscape experience.

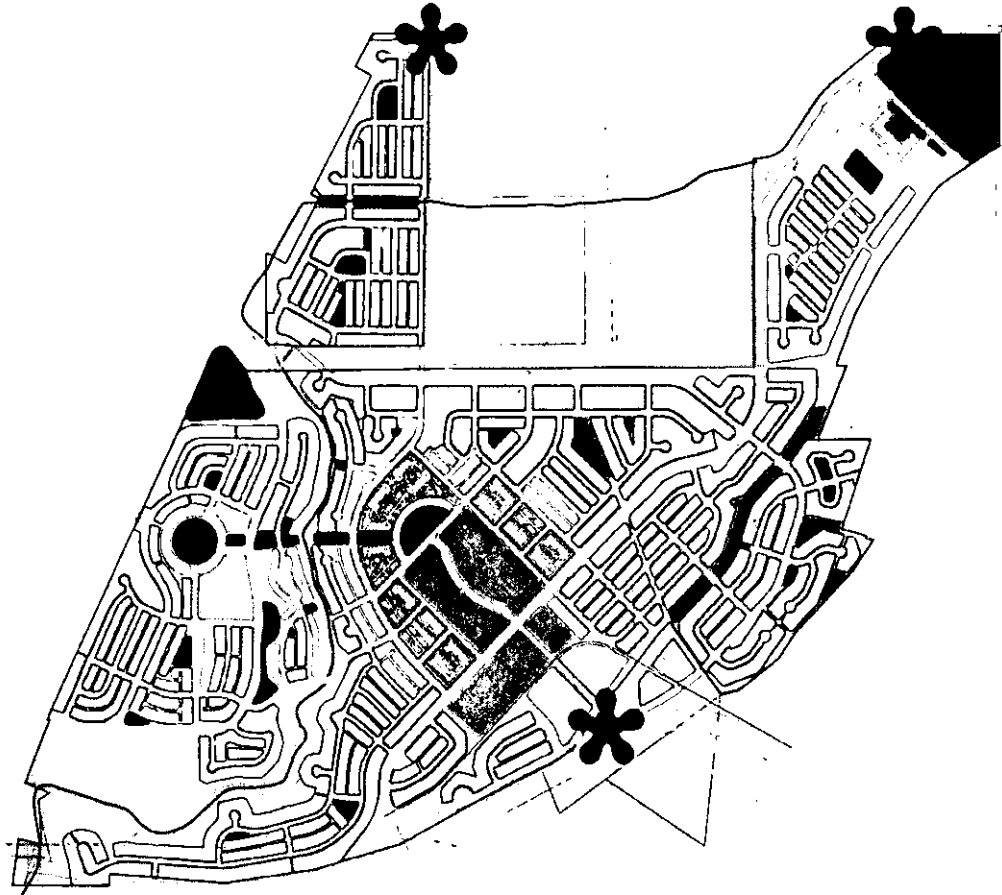
SCHOOL SITES

The Independence at Bluffdale master plan provides the location for an elementary school site. This site is over 12 acres in size. The location is near the Village Center to provide additional support for commercial uses and to add energy to the area. By injecting parents and children into this area the school site will become a critical component in this activity center.

INDEPENDENCE BLUFFDALE

COMMUNITY AND NEIGHBORHOOD ENTRY SIGNS

Establishing an identity for Independence at Bluffdale is an important element for the development. The community shall have a distinct identity but still relate to the greater city

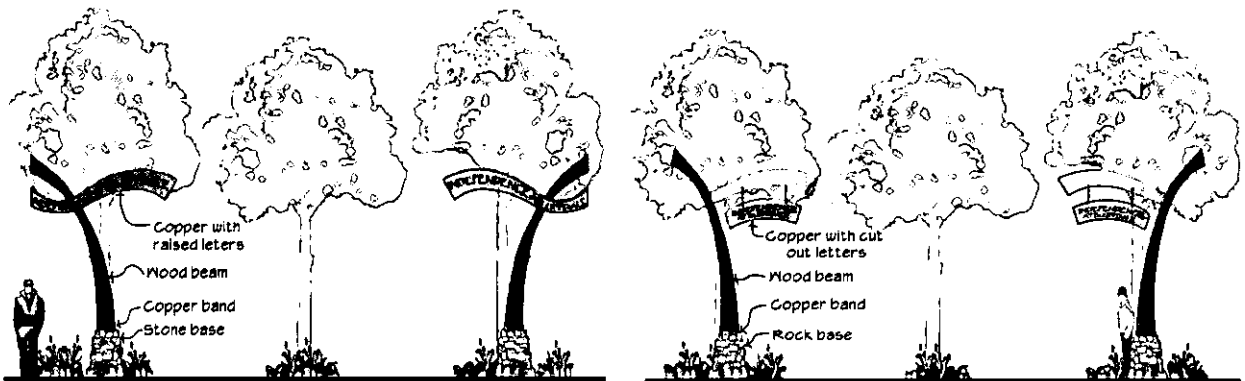


Community Entry Sign Locations

of Bluffdale. Locating community entry signs at the major entry points into the community will help to establish this identity.

The major entry locations are at 14600 South and Bluffdale Boulevard, 14600 South and 1050 West and at the existing I-15 frontage road on the east side of the community.

Below is a suggested motif for the entry sign development. However, a more detailed



Graphic Neighborhood Entry Sign

Graphic Community Entry Sign



review of the entry signs by the Design Review Committee.

Each neighborhood shall also have an entry sign. These signs should be smaller in scale to the community sign and reflect the theme of the specific neighborhood for which it is signed. Neighborhood signs shall also be consistent of the overall theme of the Independence Community. Neighborhood signs are subject to review and approval by the Design Review Committee.

WALLS AND FENCES

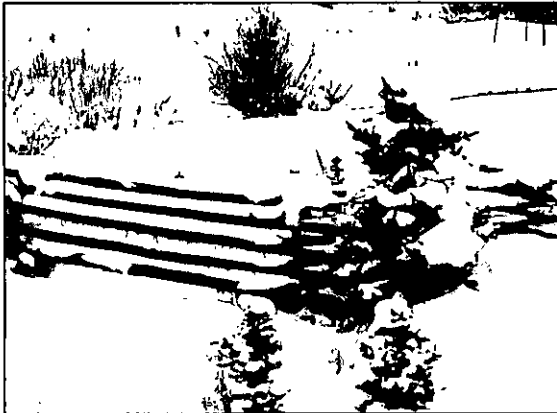
Careful attention should be given to walls and fences throughout the community. Chain link fences are prohibited in visible areas. Wood and vision proof fences are appropriate in rear yards. Wrought iron fences and stone walls are appropriate in front yards. Front yard fences and walls are subject to the approval of the Design Review Committee. Some suggested walls and fences are shown below.

FENCE HEIGHTS

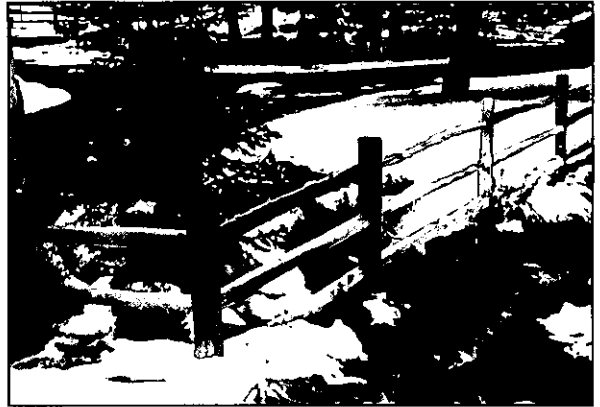
Front Yard - 3.5 ft. (42") maximum

Rear Yard - 6 ft. maximum

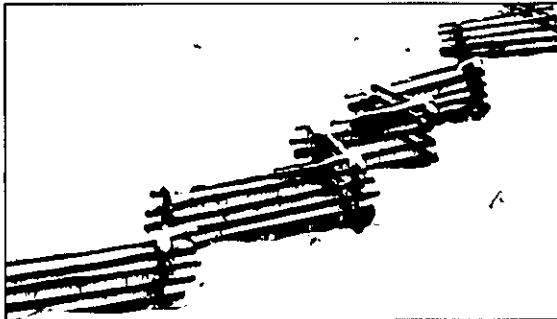
* Verify with city requirements



Example wood fencing



Example wood fencing



Example wood fencing



Example stone work



Example stone wall



Example stone walls



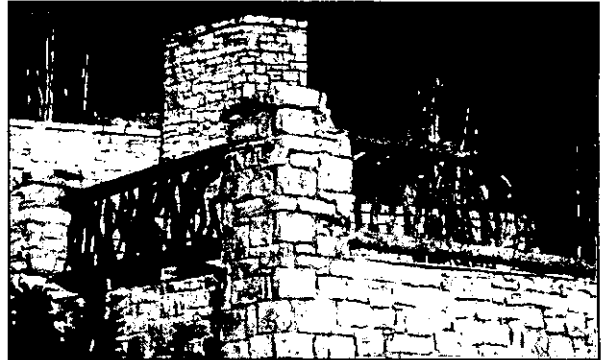
Example stone walls



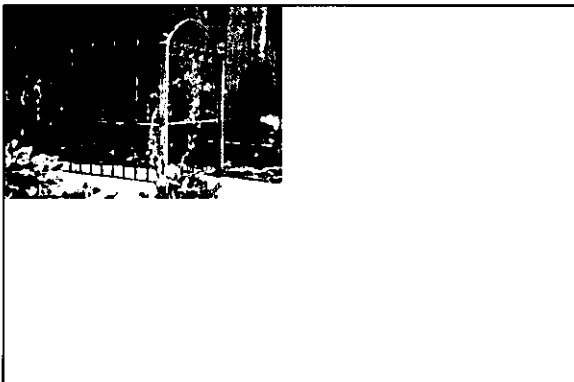
Example stone walls



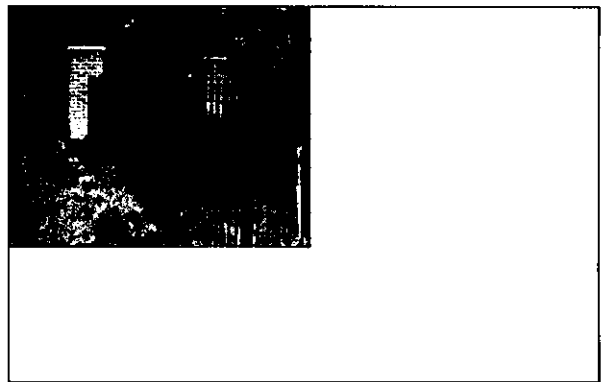
Example stone walls



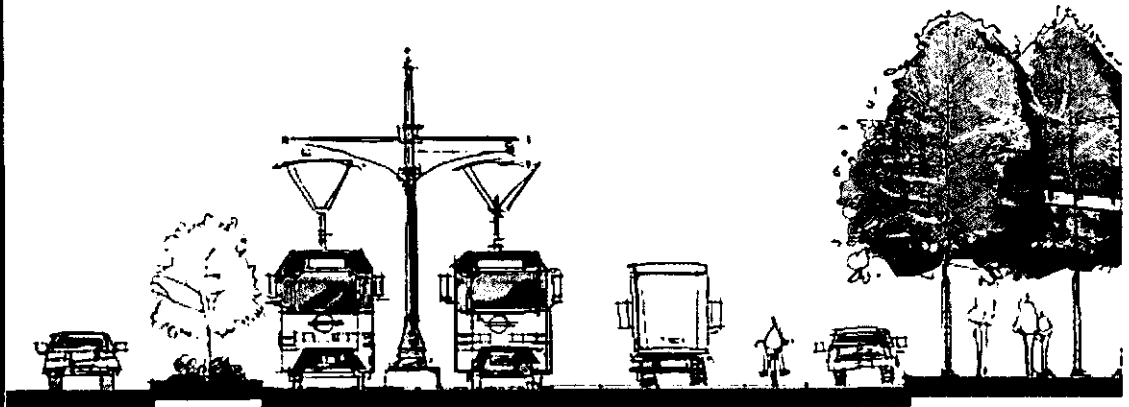
Example stone walls



Example wrought iron fence



Example wrought iron fence



Transportation

TRANSPORTATION

ALTERNATE CIRCULATION MODES SIDEWALKS AND TRAILS

Pedestrian comfort and convenience is crucial to the success of any "main street" and village environment. Wherever possible, sidewalks and trails should be wide enough to easily accommodate two-way pedestrian traffic and the width of these facilities should also reflect existing and / or anticipated pedestrian volumes - a function of density, mixed-use intensity, vehicular traffic, level of transit service and / or the "drawing power" of recreational and natural amenities.

Sidewalk and Trail Network

Continuous sidewalks shall accompany any street within the Village Center. Sidewalks shall be provided on both sides of the street within the Village Center.



Comfortable Pedestrian sidewalk (PBIC image, photographer: Dan Burden)

Sidewalk and Trail Widths

Sidewalk widths shall be appropriate to location and pedestrian volumes (minimums):

Local residential streets: 4 feet min.

Mixed-use "main street": 10 feet min.

Trail widths shall be appropriate to location and pedestrians (minimums):

Natural areas, minor park paths: 4 feet

Major park paths: 10 feet

All sidewalks and trails shall contain a minimum 4 foot wide "throughway zone", designated exclusively for pedestrian travel and unencumbered by street furniture or other obstructions.

Trails that may be used for emergency vehicles shall conform to minimum width standards as prescribed by relevant Bluffdale City and UDOT regulations.

Narrow and Calmed Streets

Narrow and "calmed" local streets are characterized by reduced pavement widths and traffic calming "devices" that encourage automobile traffic to slow down and / or proceed with caution. These measures can make streets safer for pedestrians and more livable for residents through less vehicle noise and "through" traffic. Narrower pavement widths can also reduce capital costs and storm water runoff problems.

Street Lane Widths

Streets within the Village Center shall be designed according to these pavement widths:

Local residential / mixed-use streets (25 mph design speed):

Travel lanes shall be 10 feet wide.

Parking lanes shall be 8 feet wide.



Arterial streets (35 mph design speed):
Travel lanes shall be 11 feet wide.
Parking lanes shall be 10 feet wide.

Street Widths and Configurations

Paved surface:

Two way local residential streets:
Streets with two travel lanes and one parking lane shall have a 29 foot wide paved surface width.
Streets with two travel lanes and two parking lanes shall have a 38 foot wide paved surface.

Two way local commercial mixed-use streets:

Streets with two travel lanes and two parking lanes shall have a 38 foot wide paved surface.

Two way arterial streets:

Streets with two travel lanes and two parking lanes shall have a 42 foot wide paved surface.



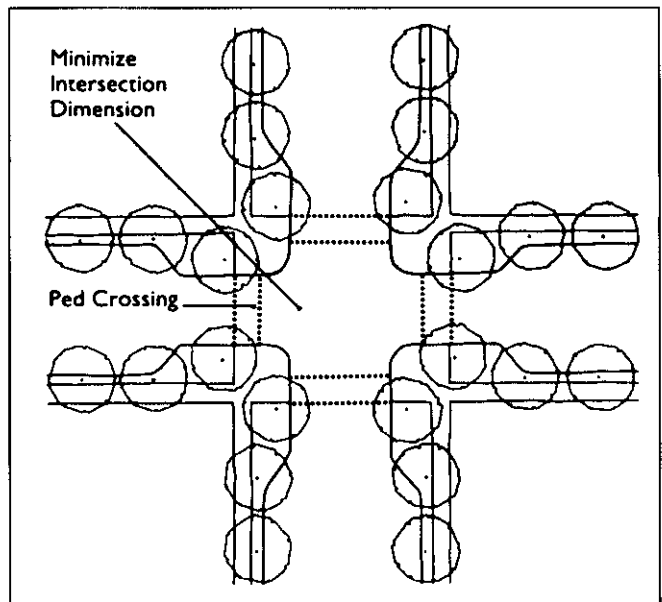
Typical bulbout (PBIC image, photographer: Dan Burden)

Any road with bike lanes:

Given any situation where a bike lane is provided on the street, that applicable width will be added to the allowed street width. (i.e two way arterial streets shall have a 50 foot wide paved surface) Refer to standards on page 87.

Alleys:

Alleys are encouraged for housing in the east bench neighborhood. Although alleys are considered as back of house, great care should be taken to provide a rich environment in the alley corridor. Alleys can become an activity area if they are implemented appropriately. Alleys shall 20 foot wide and be made of concrete with drainage being surface flows to streets wherever possible. Garages on these alleys should be designed and implemented with the alley face in mind. Lighting shall be provided to provide safety and add variety. Rear porches on alleys with townhouses are encouraged.



Minimize the intersection dimension

Two way local commercial mixed-use



streets:

Streets with two travel lanes and two parking lanes shall have a 68 foot wide right-of-way, including a 38 foot wide paved surface, two 5 foot street tree / landscape strips adjacent to both curbs, and two 10 foot wide sidewalks between the street tree / landscape strips and property lines.

Two way arterial streets outside of the Village Center:

Streets with two travel lanes and two parking lanes shall have a 80 foot wide right-of-way, including a 42 foot wide paved surface, two 5 foot street tree / landscape strips adjacent to both curbs, 4 foot wide sidewalks on both sides of the street, and two 10 foot wide grass strips between the sidewalk and property lines.

Two way arterial streets within Village Center:

Streets with two travel lanes and two parking lanes shall have a 72 foot wide right-of-way, including a 42 foot wide paved surface, two 5 foot street tree / landscape strips adjacent to both curbs, and two 10 foot wide sidewalks between the street tree / landscape strips and property lines.

Refer to project for street section information.

Alleys

Alleys shall have a 20 foot wide right-of-way.
16 feet concrete (no asphalt)
2 foot shoulders

Traffic Calming Tactics

- Narrowed or "bulb out" intersections shall be utilized throughout the Village Center and adjacent neighborhoods.
- The following traffic calming devices shall be considered to reduce traffic speed in areas frequented by pedestrians: speed humps, raised intersections and crosswalks, traffic circles, on-the-street parking and street trees.

On-the-street Parking

Parallel, curbside on-the-street parking shall be provided on both sides of the Village Center streets.
Curbside parking is prohibited within 25 feet of an intersection.

Street Trees

Street trees shall be provided along each side of all streets within the Village Center; this requirement can be waived in locations where healthy and mature shade trees currently exist.



Street trees provide shade and separation from vehicular traffic

Wherever possible, street trees shall be planted in straight rows, within the

street tree / landscape strip, situated between the curb and the "throughway" zone of the sidewalk.

Street trees shall have a minimum caliper of 2.5 inches and a minimum height of 8 feet at the time of planting.

Street trees shall be spaced at a maximum of 35 feet apart on center; exact spacing can be evaluated on a site-specific basis. In residential neighborhoods, there shall be a one tree per lot minimum and three trees per corner lot minimum. Street tree wells shall measure no more than 3 feet in diameter. In hard surface, street tree wells shall be covered with a square, metal grid that complements the architectural character of the Village Center.

BICYCLE FACILITIES

Biking serves as a viable alternative to driving and accessing transit, provided there is provision of a logical and coherent system of convenient bike routes across villages, municipalities and the region.

Bicycle Network

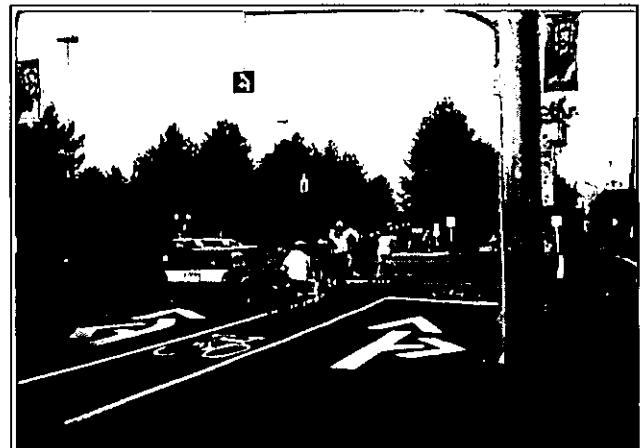
Within Bluffdale, multiple bicycle routes shall converge on the Village Center and radiate out into lower density residential areas.

Designate bikeways on streets, lanes or paths, designed for either exclusive or "shared" use with motor vehicles. Types of bikeways include:

Type I: Bike Path or Trail:
Exclusive and / or independent bikeways running along greenways, open space corridors and / or designated trails. One way paths / trails should be 5 feet wide and two-way 10 feet wide.

Type II: Bike Lane Facility:
Dedicated bikeway lanes on arterials (higher traffic speeds and volume), generally created by striping (8 inches wide) along street edges. Solid striping denotes right of way segregation and broken striping denotes conflict zones at intersections and vehicle merging lanes. Bike lanes should be a minimum of 4 feet wide, requiring an 8 -foot widening of street pavement surfaces and right-of-ways.

Type III: Shared Street: Bicyclists and motor vehicles share the same lanes (with a widened curb lane) or entire street right of way, dependent on motor vehicle volume. This scenario is ideal for small, low traffic volume residential streets.



Street trees provide shade and separation from vehicular traffic

Bicycle Storage

Bike racks shall be provided at shopping, school and recreational destinations within the Village Center. Bicycle parking areas shall be located near or at building entrances, in full view of active streets and public areas and with adequate lighting.

TRANSIT

Transit helps define the location, density and quality of growth within municipalities and across the region. Transit alignments should be designed to take advantage of new growth areas, in order to help create more transit supportive environments and minimize the growth of sprawl. Conversely new growth areas that are of sufficient density contain a mix of uses and offer vibrant and safe pedestrian environments provide the ridership necessary for cost effective, high quality and frequency transit.

Transit Stop Locations

Transit stop (s) should, be strategically located within the Village Center, adjacent to the village "main street" area, since pedestrian accessibility to transit is key to strong ridership.

More specifically, transit stops should be located directly adjacent to convenience retail establishments, where appropriate. This can make transit more convenient and attractive, since transit users can "trip chain" easier, where goods and services can be accessed in conjunction with transit trips. Certain retail establishments, such as coffee shops, can also provide attractive and comfortable waiting areas for transit users. Concentrations of retail activity around stops and stations create vibrant pedestrian environments, providing valuable "eyes on a pedestrian-friendly "main street". Creating a distinct architectural character, the street surveillance of the transit station or stop area is another important aspect to a stop location.

Furthermore, transit stops should also be located adjacent to trip generators, such as office or civic buildings, large grocery stores or high-density residential uses. Direct and safe pedestrian connections should exist between the transit stop and major trip generators.

Transit stops, where appropriate, shall be located adjacent to or near retail uses, including:

- Cafes / coffee shops
- Restaurants, fast food and otherwise
- Pubs and bars
- Convenience stores
- Pharmacies
- Newspaper / flower vendors
- Dry cleaners
- Grocery stores (no larger than 60,000 square feet)

Transit stops, wherever possible and appropriate, shall be directly connected to retail uses by sidewalks, squares or plazas.

Transit Stop Design

Transit stops and stations must be designed with safety and convenience in mind for all transit users, especially regarding accessibility for the elderly and mobility impaired and become essential elements of any pedestrian friendly environment.

Weather protection is a key consideration in stop shelter design, since effective protection of transit users from precipitation, sunshine or wind can greatly increase the attractiveness of any transit stop.

It is imperative that transit stop shelters are designed as recognizable "icons" that are not only easily seen by transit users, but also transit vehicle drivers. This elevates the visibility of transit stops in the landscape, assists in transit user way-finding and also communicates the importance of transit as a local point of neighborhood access and egress.

Transit stops shall be designed according to these principles:

Connectivity:

Direct and convenient connections shall be provided from the sidewalk to the stop "platform" and from the platform to the loading and unloading doors.

The platform shall be designed to comfortably accommodate anticipated trip loadings.

Stop shelters and platforms can also be integrated into the design of buildings, provided the building is adjacent to the street and the transit stop is in front of the building.

Adequate Capacity:

Station or stop platform shall be large enough to comfortably accommodate anticipated boarding or alighting numbers.

Adequate seating and refuge area shall be provided to accommodate anticipated elderly or mobility-impaired numbers.

Weather Protection:

Stops in mild climates, whether wet or dry, shall provide shelters with overhead protection.

Shelters located in regions or local areas experiencing cold temperatures and wind chill should consider fully enclosed glass structures.

Safety:

Clear sight lines shall exist between waiting transit users, drivers of transit vehicles and automobiles and other pedestrians.

Bright night lighting shall be provided at transit stops.

At grade, enclosed transit shelters shall have at least two doorways for added security, and should have transparent sides for visibility and informal surveillance opportunities.

Shelters and waiting areas shall be surfaced in non-slip, level and well-drained materials.

Tactile warning strips shall be provided along walkways and stop platforms adjacent to streets or guide-ways, to help the visually impaired.

Accessibility and Convenience for Elderly and Mobility Impaired:

Grades at transit stops shall be flat and ramps shall be provided where necessary.

Stop seating shall be fixed and shall include armrests to assist individuals in lowering and raising themselves.

Identifiably:

Transit stops shall be clearly identified with legible, coherent signage.

Signage indicating direction to transit stops shall be placed within the Village Center to assist in way-finding.



PARKING

The supply, type and location of parking are important community design considerations. Efforts should be made to balance parking supply with demand in light of available and future transit services, as well as other transportation options such as walking, cycling and carpooling. Thus parking standards within the Village Center should reflect the pedestrian-friendly built form, a mix of uses and close proximity to transit service. Furthermore, it is imperative that on-the-street parking is allowed on all village center streets in order to ensure retail viability in street fronting buildings and absorb a significant portion of parking within the local center area.

Parking Standards

Based on site specifics, parking standards shall follow these ranges:

Office: 3 spaces per 1000 square feet.

Retail: 3 spaces per 1000 square feet.

Shared Parking

Retail, office and entertainment uses shall share parking capacity through joint parking facilities.

Location of Parking

Short term, on-the-street parking shall be allowed, where possible, along all streets within the Village Center.

The size of surface parking lots shall be limited within the Village Center and these lots shall be located behind street fronting buildings.

When necessary and feasible, residential parking may be accommodated in underground parking lots.

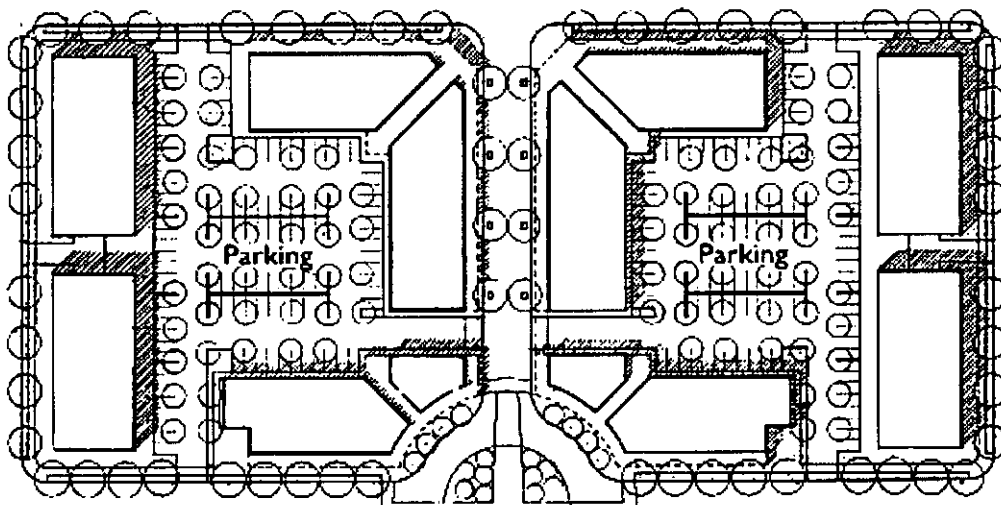


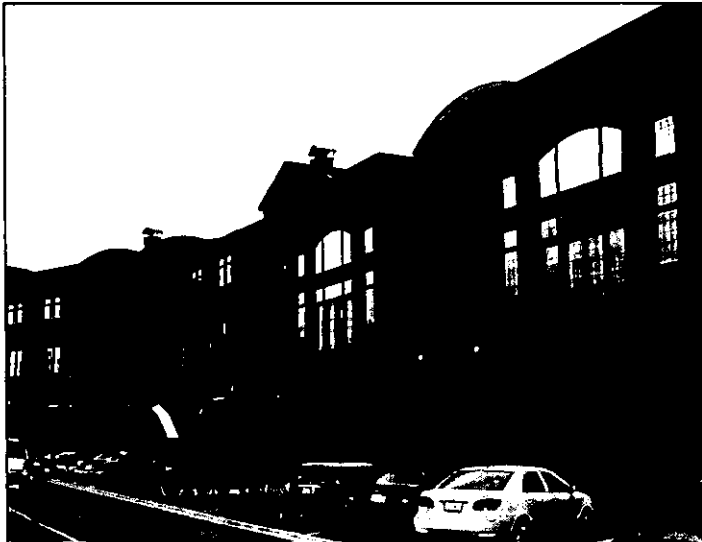
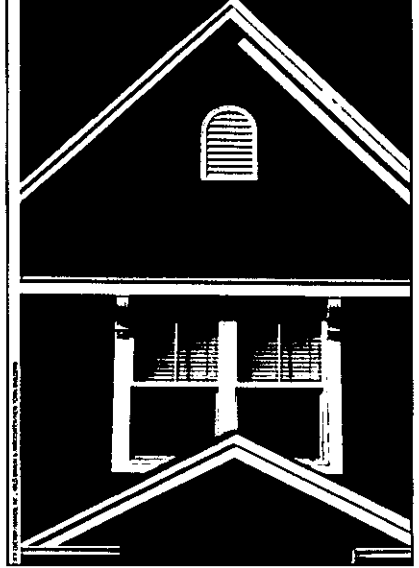
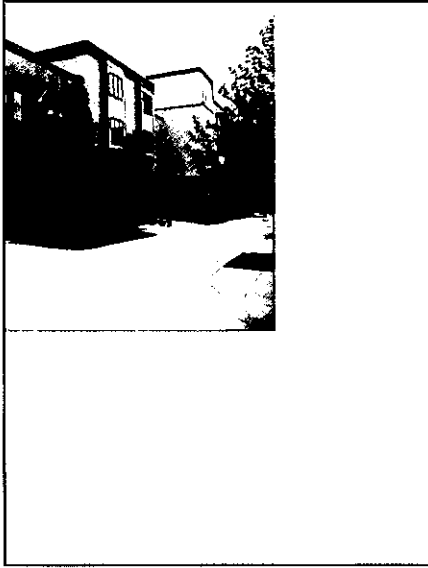
Figure 60 Surface parking lots located behind buildings in pedestrian-friendly areas (Calthorpe, 1993)

Park-and-Ride

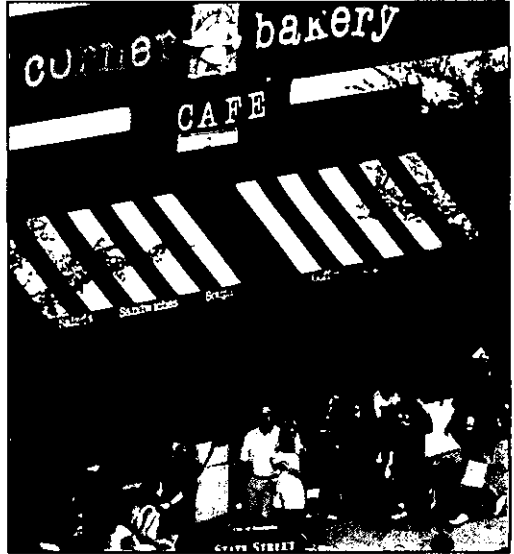
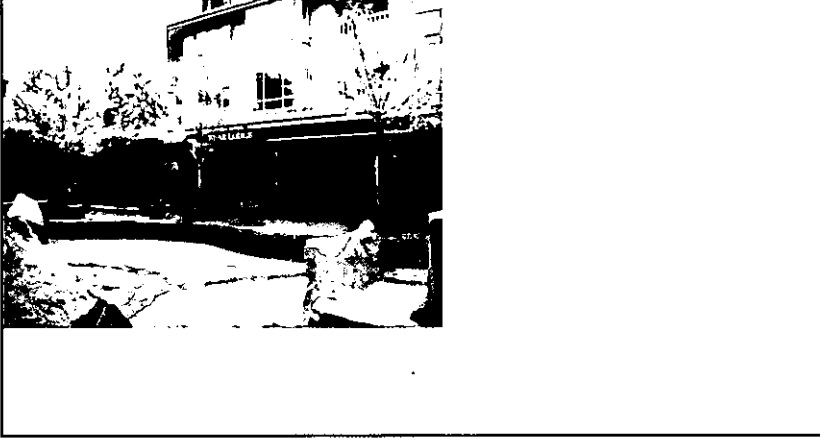
Park-and-Ride facilities shall be provided within the Village Center, via a shared parking arrangement involving the grocery store parking lot.

Park-and-Ride facilities shall contain reserved parking for Ride-Share vehicles.

APPENDIX A- EXAMPLES OF COLOR FOR RESIDENTIAL APPLICATIONS



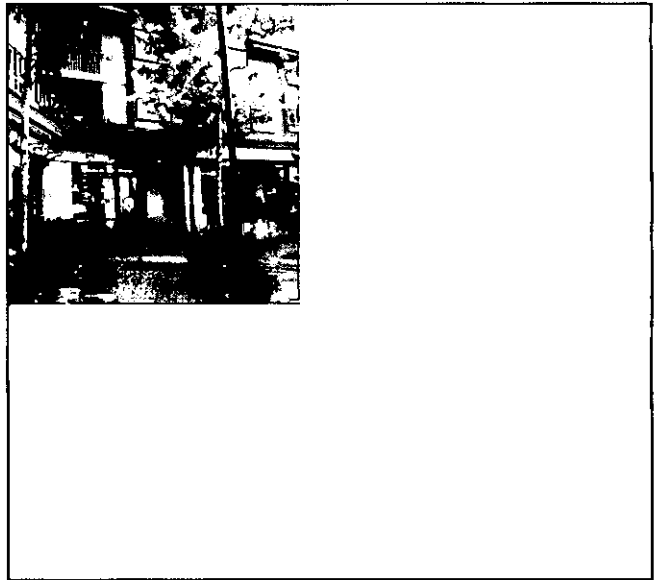
APPENDIX B- EXAMPLES OF COLOR FOR MIXED USE/ COMMERCIAL



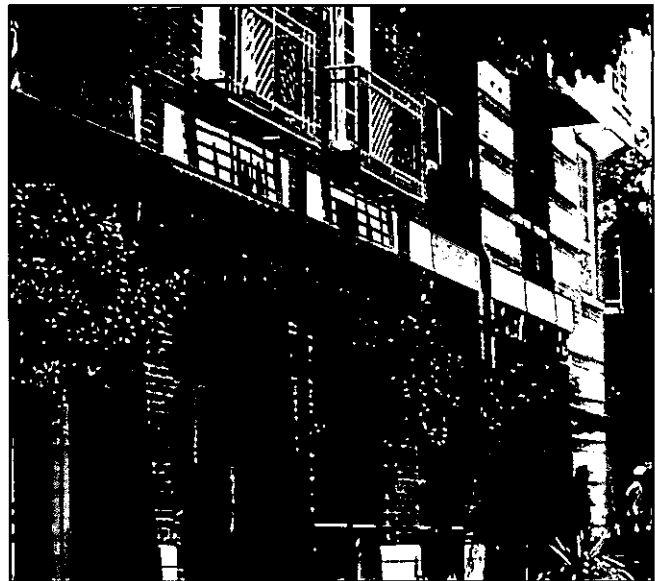
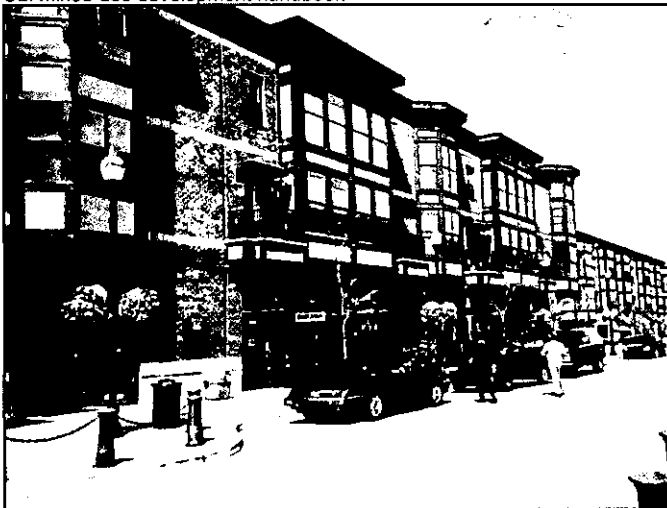
ULI mixed-use development handbook



ULI mixed-use development handbook



ULI mixed-use development handbook



ULI mixed-use development handbook

APPENDIX C

HOUSE TYPE DEFINITIONS & ILLUSTRATIONS



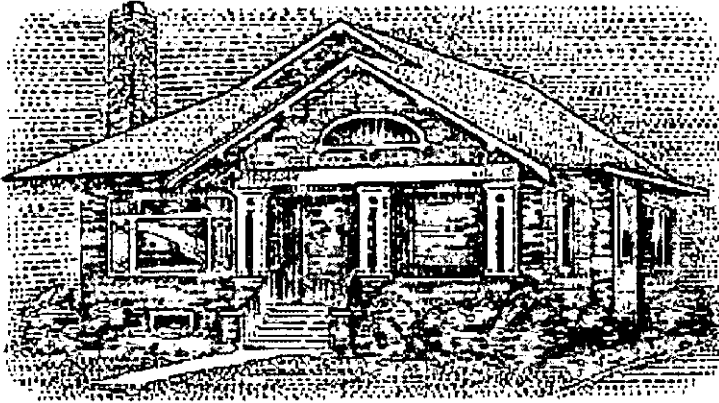
Bungalow- These narrow rectangular houses have low-pitched gable or hipped roofs and small front porches, usually enclosed by screens. They are characterized by few design materials, an offset entryway and a projecting bay on the facade.

Cape Cod- A 20th-century Cape Cod is square or rectangular with one or one-and-a-half stories and steeply pitched, gabled roofs. It may have dormers and shutters. The siding is usually clapboard or brick.

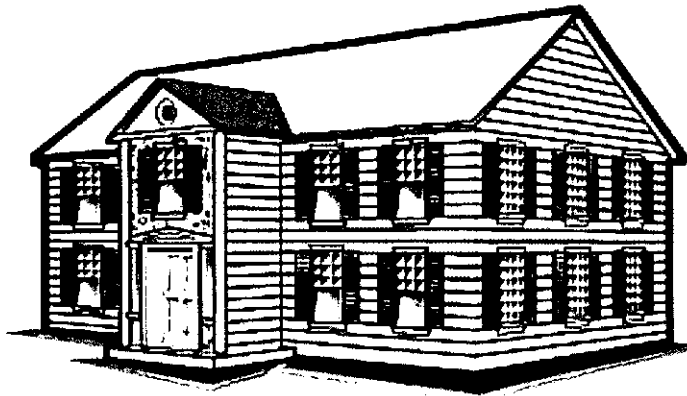


APPENDIX C

HOUSE TYPE DEFINITIONS & ILLUSTRATIONS



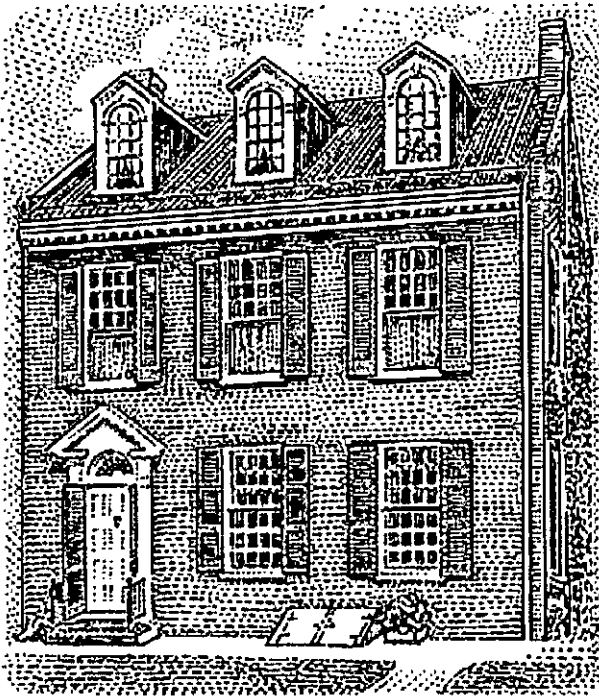
Craftsman- The style, which was also widely billed as the "California bungalow" by architects such as Charles Sumner Greene and Henry Mather Greene, featured overhanging eaves, a low-slung gabled roof, and wide front porches framed by pedestal-like tapered columns. Material often included stone, rough-hewn wood, and stucco. Many homes have wide front porches across part of the front, supported by columns.



Colonial- This style often refers to a rectangular, symmetrical home with bedrooms on the second floor. The double-hung windows usually have many small, equally sized square panes. During the late 1800s and throughout the 20th century, builders borrowed Colonial ideas to create refined Colonial Revival homes with elegant central hallways and elaborate cornices. Unlike the original Colonials, Colonial Revival homes are often sided in white clapboard and trimmed with

APPENDIX C

HOUSE TYPE DEFINITIONS & ILLUSTRATIONS



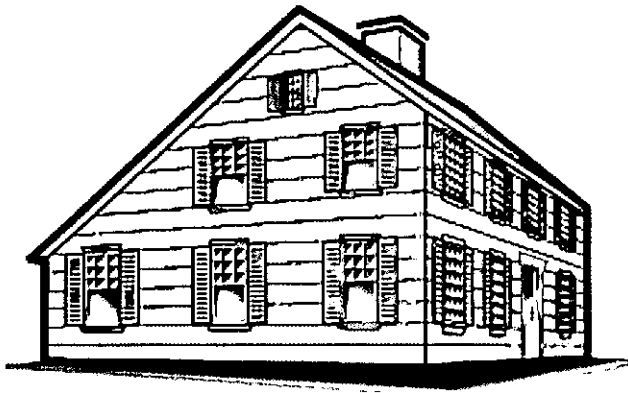
Federal- Federal-style architecture dates from the late 1700s and coincided with a reawakening of interest in classical Greek and Roman culture. Builders began to add swags, garlands, elliptical windows, and other decorative details to rectangular Georgian houses. The style that emerged resembles Georgian, but is more delicate and more formal. Many Federal-style homes have an arched Palladian window on the second story above the front door. The front door usually has sidelights and a semicircular fanlight. Federal-style homes are often called "Adam" after the English brothers who popularized the style.



French Provincial- Balance and symmetry are the ruling characteristics of this formal style. Homes are often brick with detailing in copper or slate. Windows and chimneys are symmetrical and perfectly balanced, at least in original versions of the style. Defining features include a steep, high, hip roof; balcony and porch balustrades; rectangle doors set in arched openings; and double French windows with shutters. Second-story windows usually have a curved head that breaks through the cornice.

APPENDIX C

HOUSE TYPE DEFINITIONS & ILLUSTRATIONS



Saltbox- The step roofline often plunges from two and one-half stories in front to a single story in the rear. In Colonial times, the lower rear portion was often used as a partially enclosed shed, which was oriented north as a windbreak. These square or rectangular homes typically have a large central chimney and large, double-hung windows with shutters. Exterior walls are made of clapboard or shingles. In the South this style is known as a "cat's slide" and was a popular in the 1800s.



Shingle- Shingle homes borrow wide porches, shingles, and asymmetrical forms from the Queen Anne. They're also characterized by unadorned doors, windows, porches, and cornices; continuous wood shingles; a steeply pitched roof line; and large porches. The style hints at towers, but they're usually just extensions of the roof line.

APPENDIX C

HOUSE TYPE DEFINITIONS & ILLUSTRATIONS



Tudor- This architecture was popular in the 1920s and 1930s and continues to be a mainstay in suburbs across the United States. The defining characteristics are half-timbering on bay windows and upper floors, and facades that are dominated by one or more steeply pitched cross gables. Patterned brick or stone walls are common, as are rounded doorways, multi-paned casement windows, and large stone chimneys.

EXHIBIT C

Part 1 - Initial Plan

INDEPENDENCE *at* BLUFFDALE

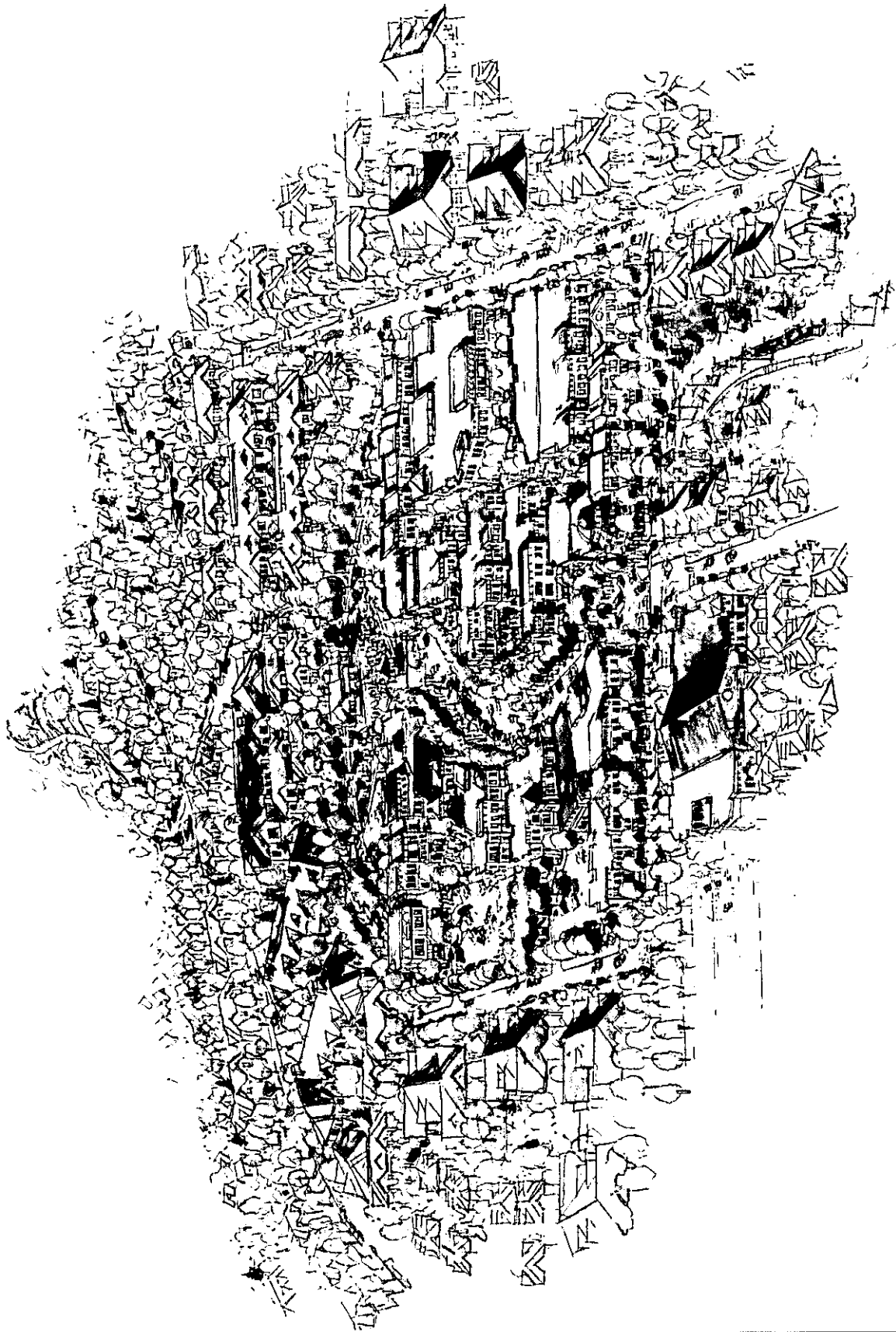
B L U F F D A L E , U T A H

PROJECT PLAN

Prepared by
IBI Group

IBI
GROUP

August 2007



INDEPENDENCE *at* BLUFFDALE
BLUFFDALE, UTAH

PROJECT PLAN



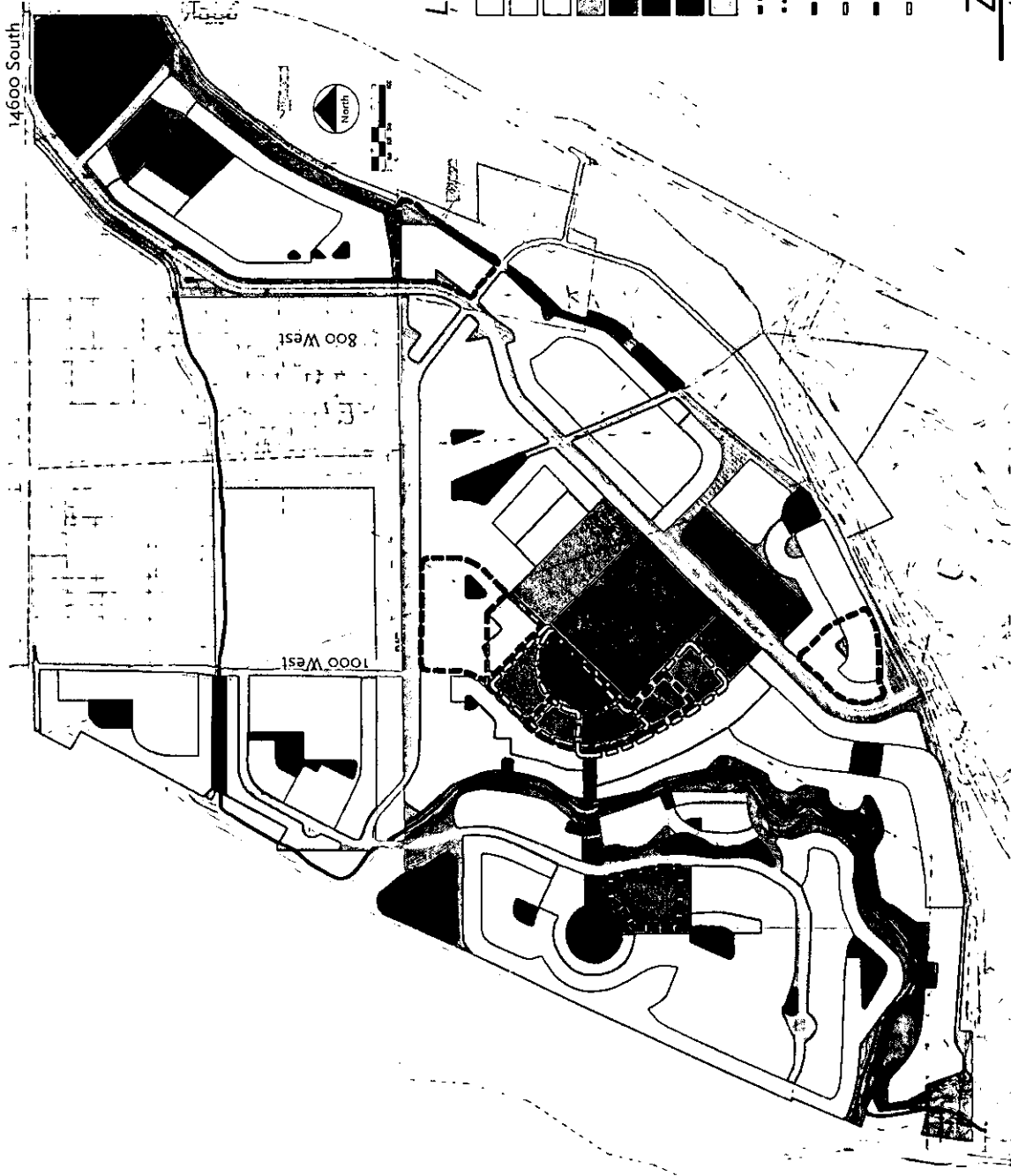
August 2007
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













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-  R1-F - Resd. Front
-  R1-A - Resd. Alley Fed
-  RMF2 - Resd. Multi Fam.
-  RMF1 - Resd. Multi Fam.
-  VC - Village Core MU
-  RC - Regional Comm.
-  AOS - Active Open Space
-  POS - Passive Open Space
-  Possible Church Site
-  Possible School Site
-  Alternative School Site 1
-  Alternative School Site 2
-  Alternative School Site 3
-  Alternative School Site 4

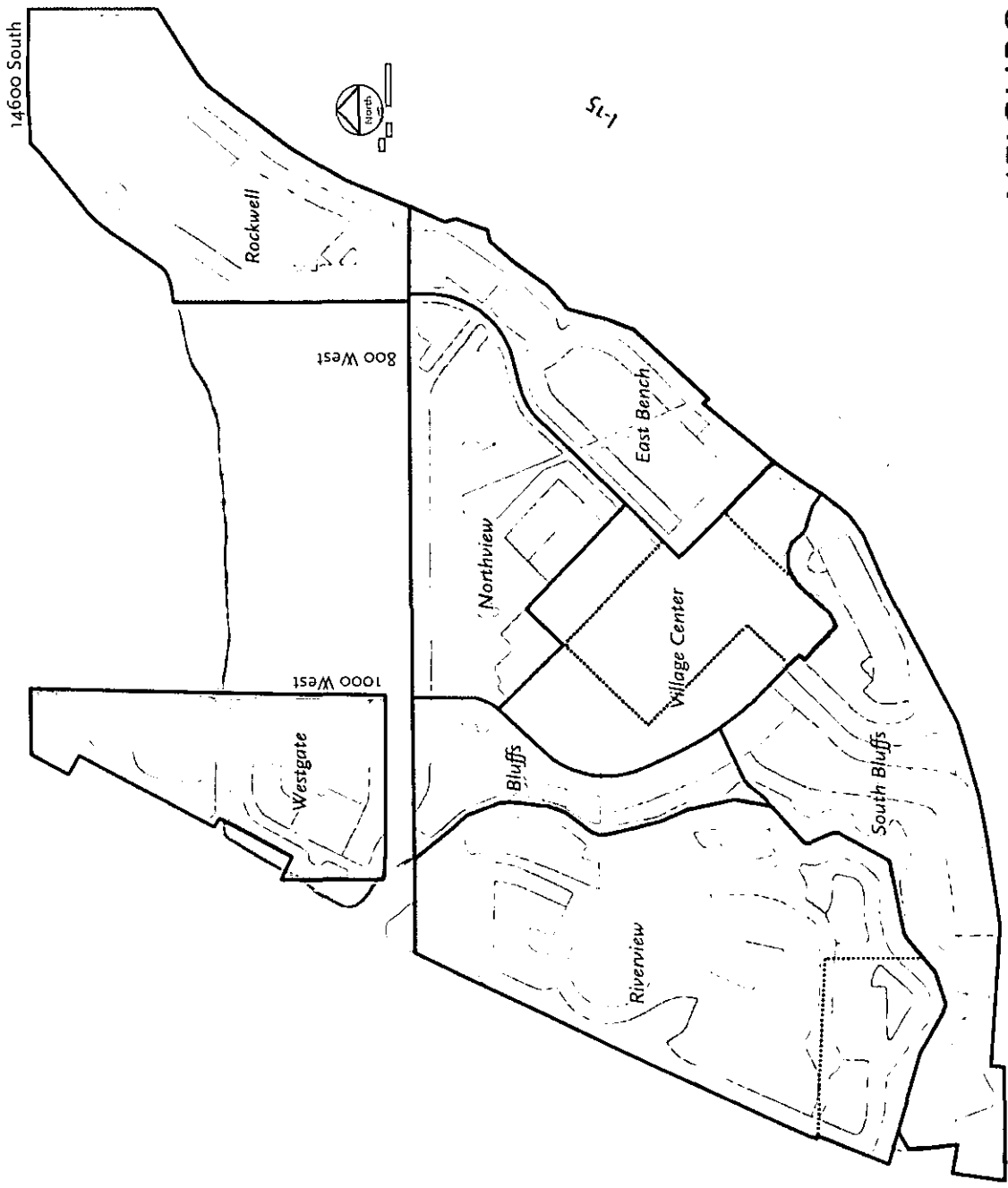
ZONING MAP
Independence Bluffdale

INDEPENDENCE *at* BLUFFDALE
BLUFFDALE, UTAH

PROJECT PLAN



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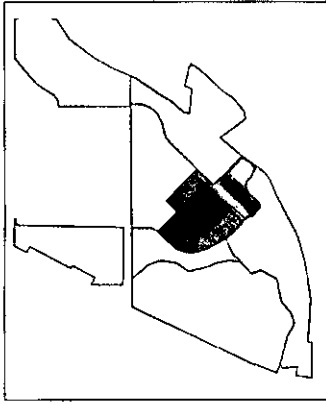
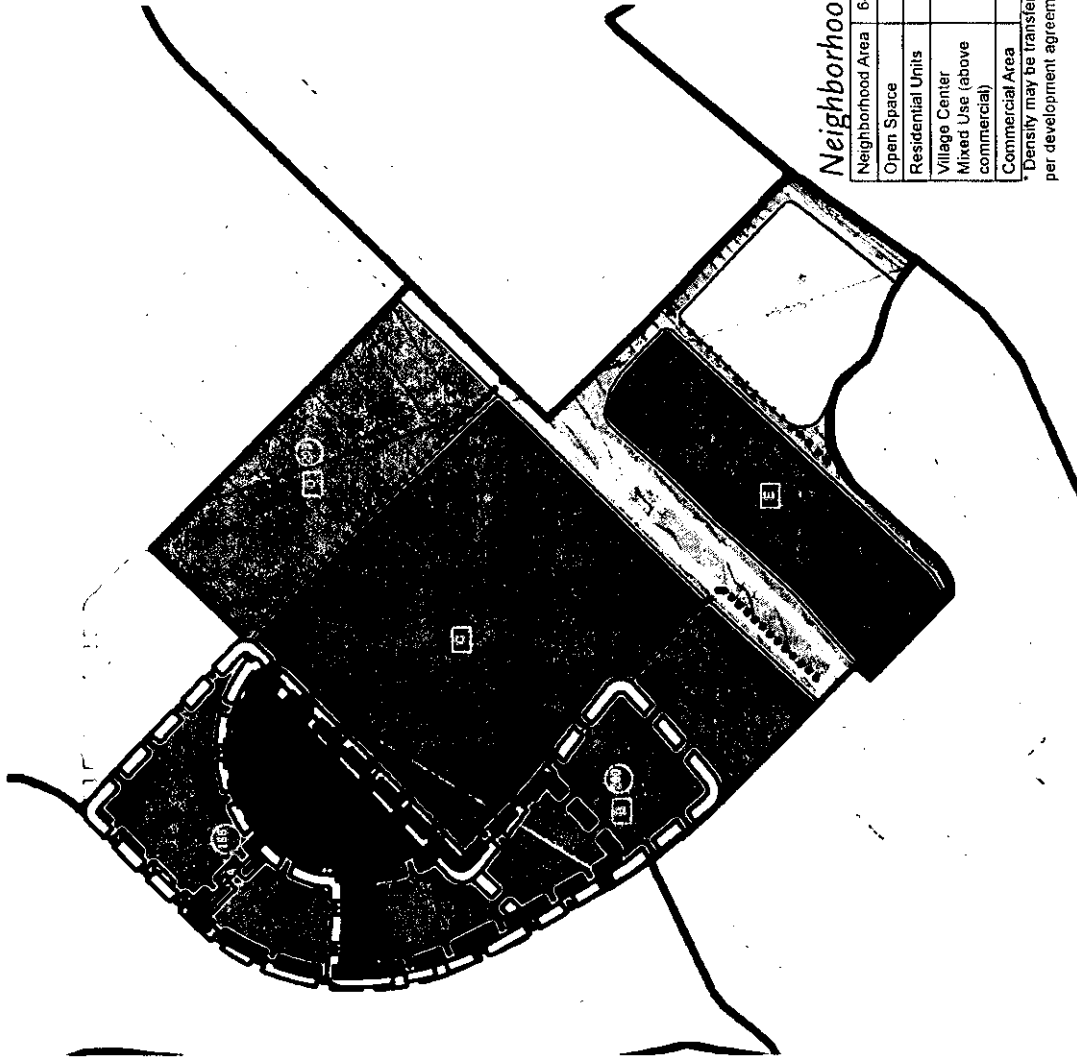
NEIGHBORHOOD PLAN
Independence at Bluffdale

INDEPENDENCE *at* BLUFFDALE
 BLUFFDALE, UTAH

PROJECT PLAN



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Key Map

Legend

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- Alternative School Site 1
- Alternative School Site 2
- Alternative School Site 3
- Alternative School Site 4
- Area Letter

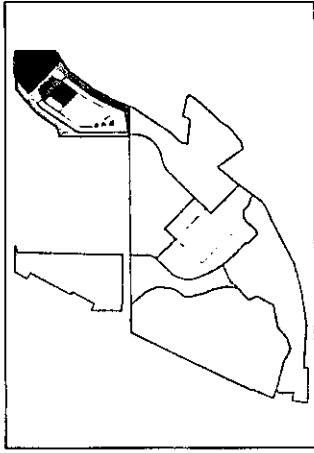
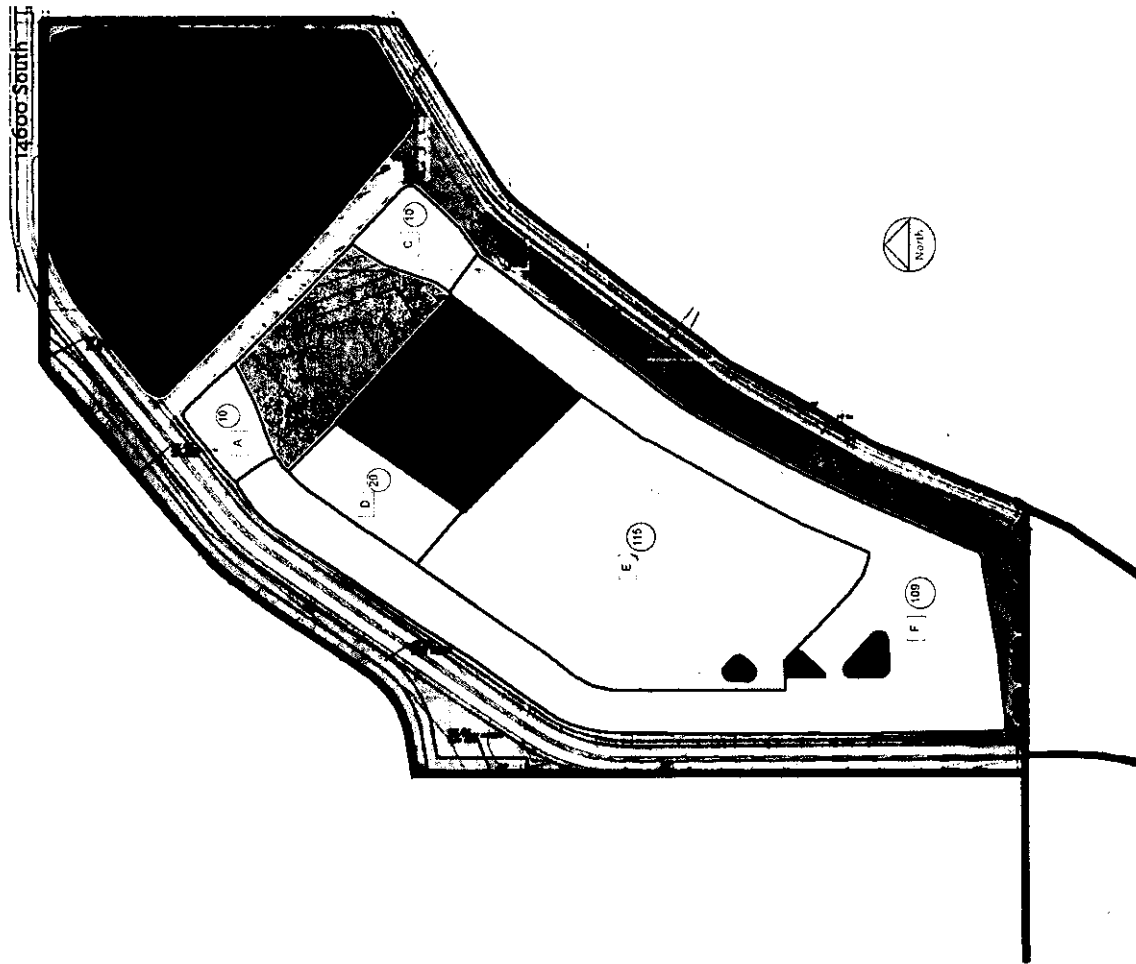
Approx. number of Units in an Area

Neighborhood Statistics

Neighborhood Area	64.18 ac	
Open Space	12.7 ac	20%
Residential Units	711	
Village Center Mixed Use (above commercial)	90	
Commercial Area	18 ac	NA

* Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONE PLAN
Village Center



Key Map

Legend

- R1-F - Resd. Front
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- AOS - Active Open Space
- POS - Passive Open Space
- Area Letter

(18) Approx. number of Units in an Area

Neighborhood Statistics

Neighborhood Area	73 ac
Open Space	15.4 ac 28%
Residential Units	346
Commercial Area	17.49 ac NA

* Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONE PLAN
Rockwell Neighborhood

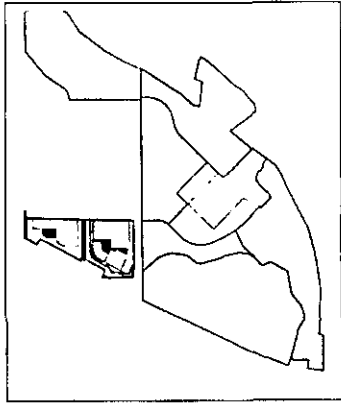
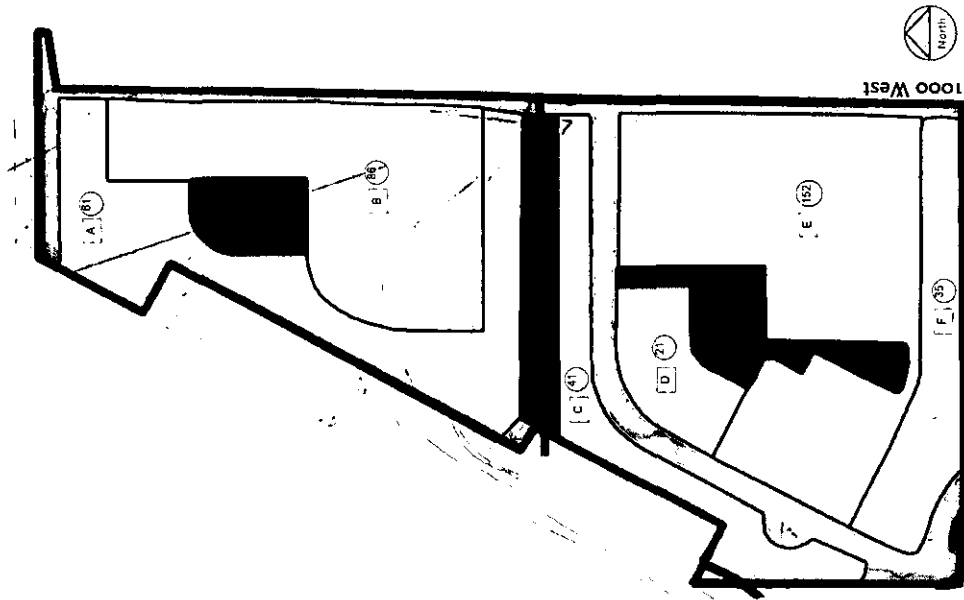
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Key Map

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- R1-F - Resd. Front
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- POS - Passive Open Space
- Area Letter
- Approx. number of Units in an Area

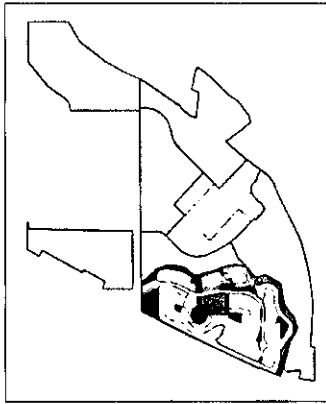
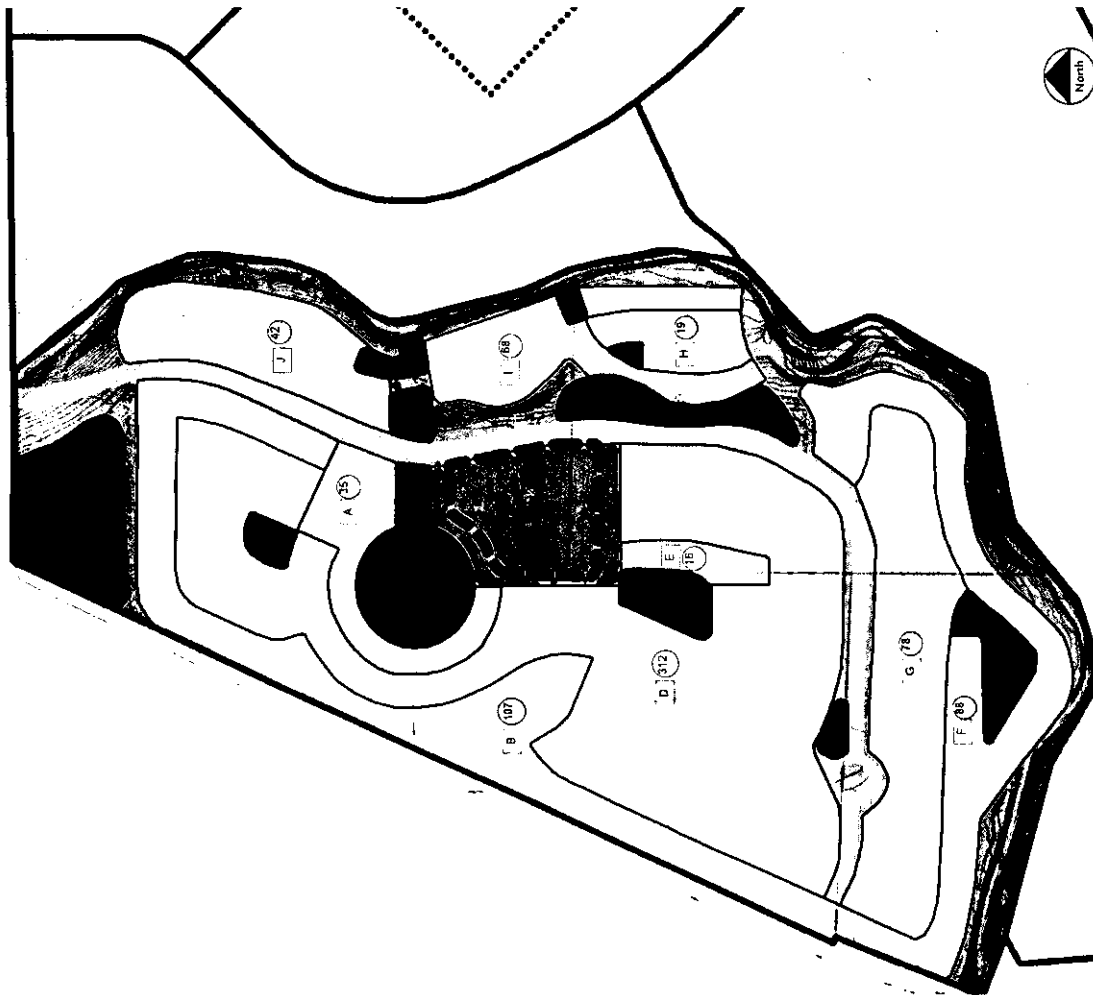
Neighborhood Statistics

Neighborhood Area	50.08 ac
Open Space	6.4 ac 13%
Residential Units	396
Commercial Area	0 0%

* Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONE PLAN

Westgate Neighborhood



Key Map

Legend

- R1-F - Resd. Front
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- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible Church Site
- Area Letter
- Approx. number of Units in an Area

Neighborhood Statistics

Neighborhood Area	130 ac	
Open Space	36.2 ac	34%
Residential Units	897	
Commercial Area	0	0%

* Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONE PLAN
Riverview Neighborhood

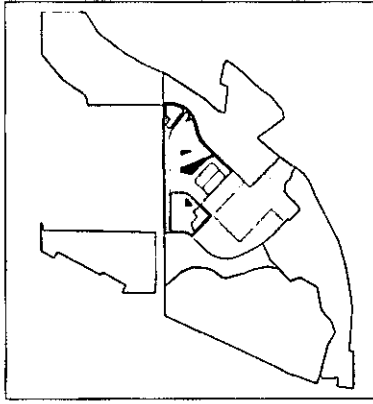
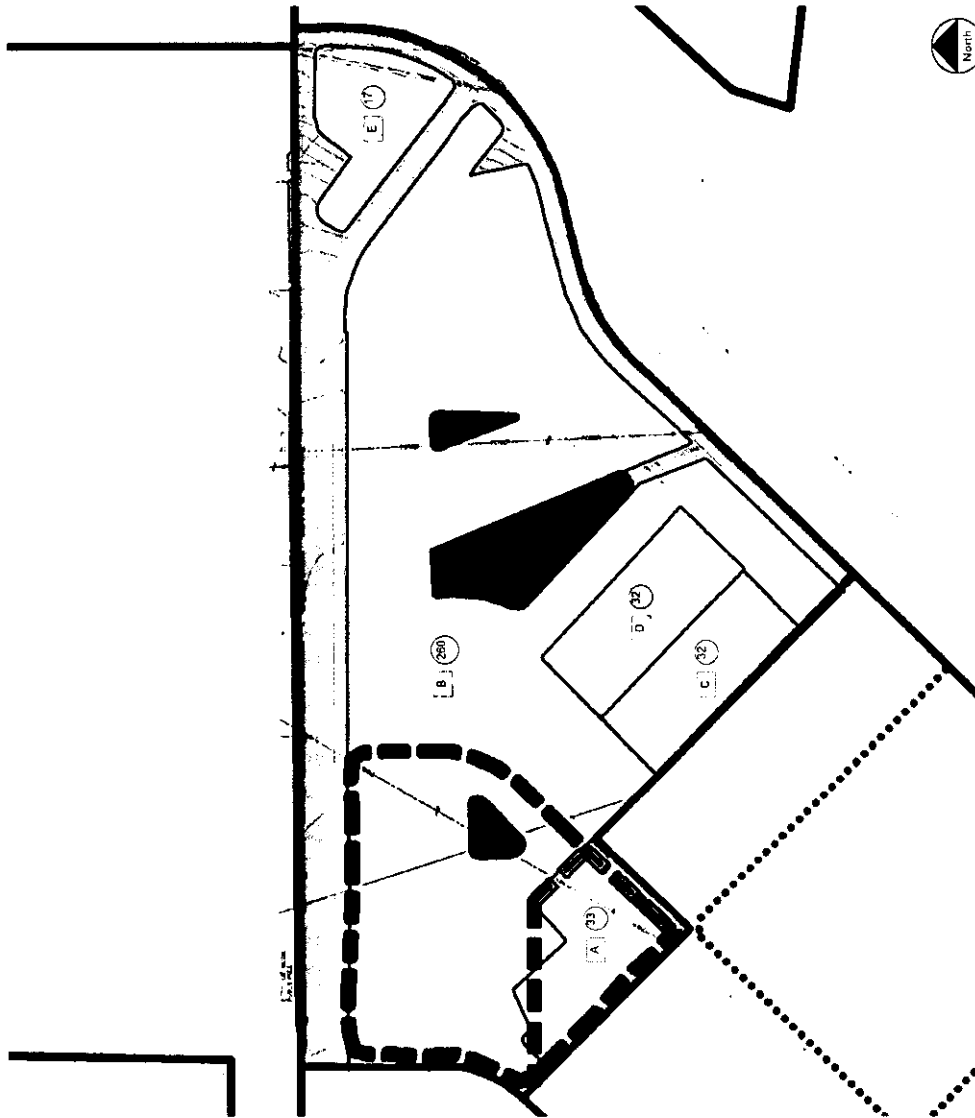
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Key Map

Legend

- R1-F - Resd. Front
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- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible School Site
- Alternative School Site 1
- Area Letter
- Approx. number of Units in an Area

Neighborhood Statistics

Neighborhood Area	58.68 ac
Open Space	7.1 ac, 12%
Residential Units	386
Commercial Area	0
Commercial Area	0%

* Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONE PLAN

Northview Neighborhood

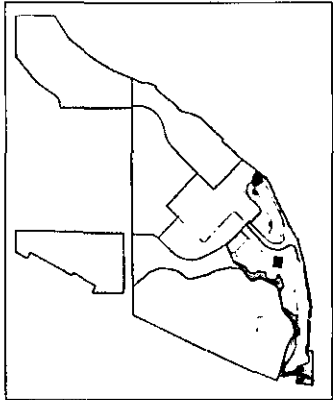
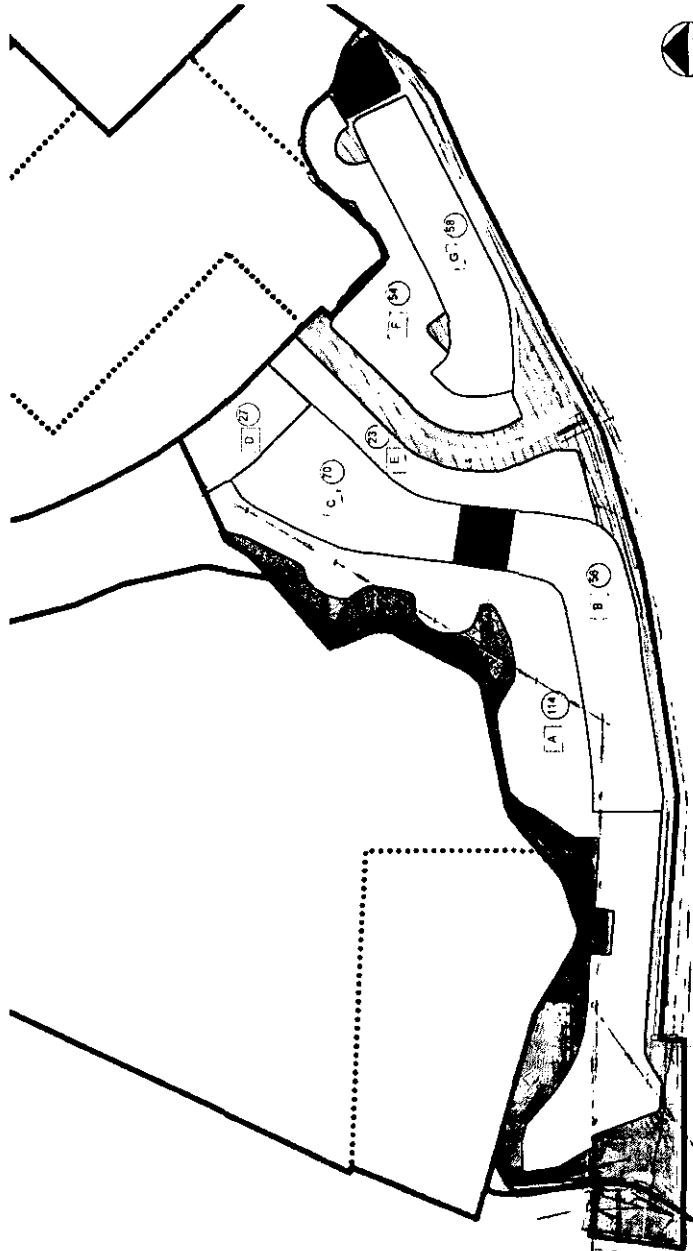
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Key Map

Legend

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- POS - Passive Open Space
- Area Letter

Approx. number of Units in an Area

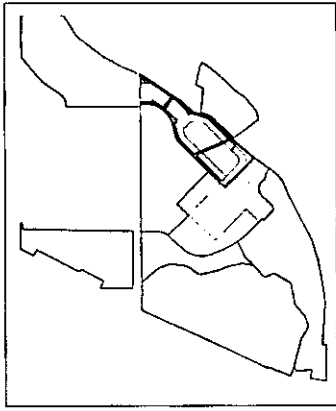
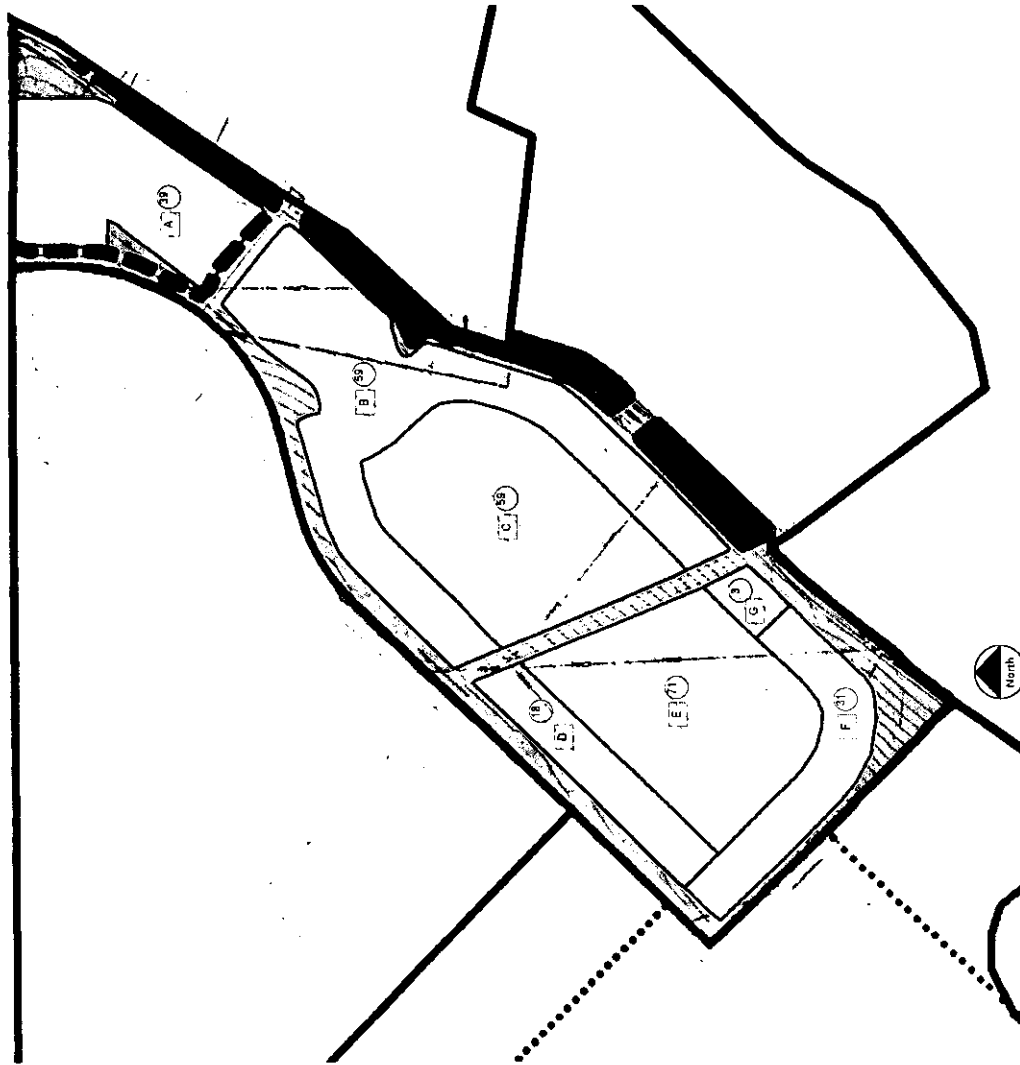
Neighborhood Statistics

Neighborhood Area	81.89 ac
Open Space	19.2 ac 23%
Residential Units	406
Commercial Area	0 0%

*Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONE PLAN

South Bluffs Neighborhood



Key Map

Legend

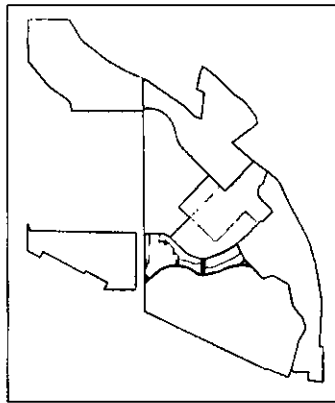
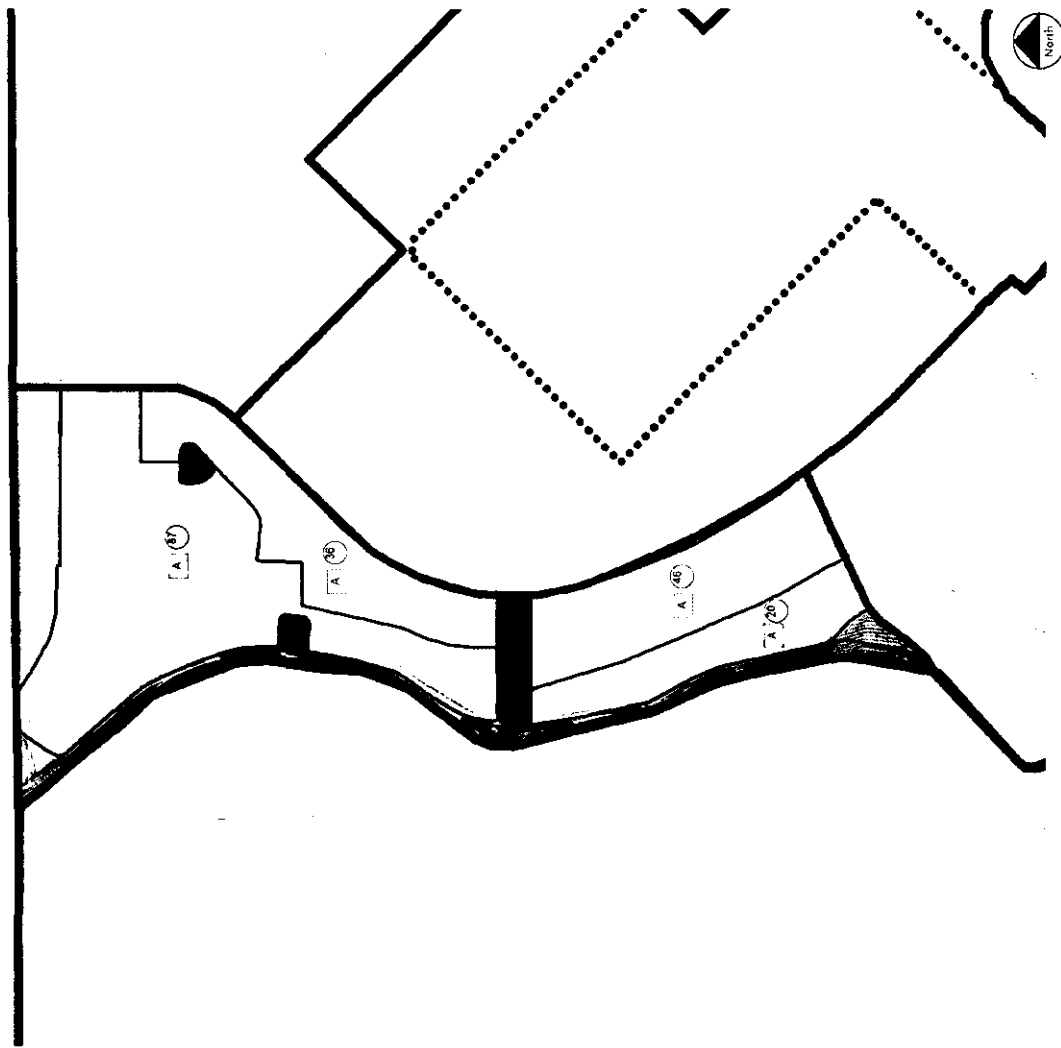
- R+F - Resd. Front
- R+A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible Church Site
- Area Letter
- Approx. Number of Units in an Area

Neighborhood Statistics

Neighborhood Area	42.34 ac
Open Space	11.1 ac 26%
Residential Units	265
Commercial Area	0 0%

* Density may be transferred between neighborhoods per development agreement.

PROPOSED ZONES PLAN
East Bench Neighborhood



Key Map

Legend

- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space

A-1
A-2
A-3
A-4
Area Letter
Approx. number of Units in an Area

Neighborhood Statistics

Neighborhood Area	28.09 ac
Open Space	3.1 ac 12%
Residential Units	188
Commercial Area	0 0%

PROPOSED ZONES PLAN

Bluffs Neighborhood

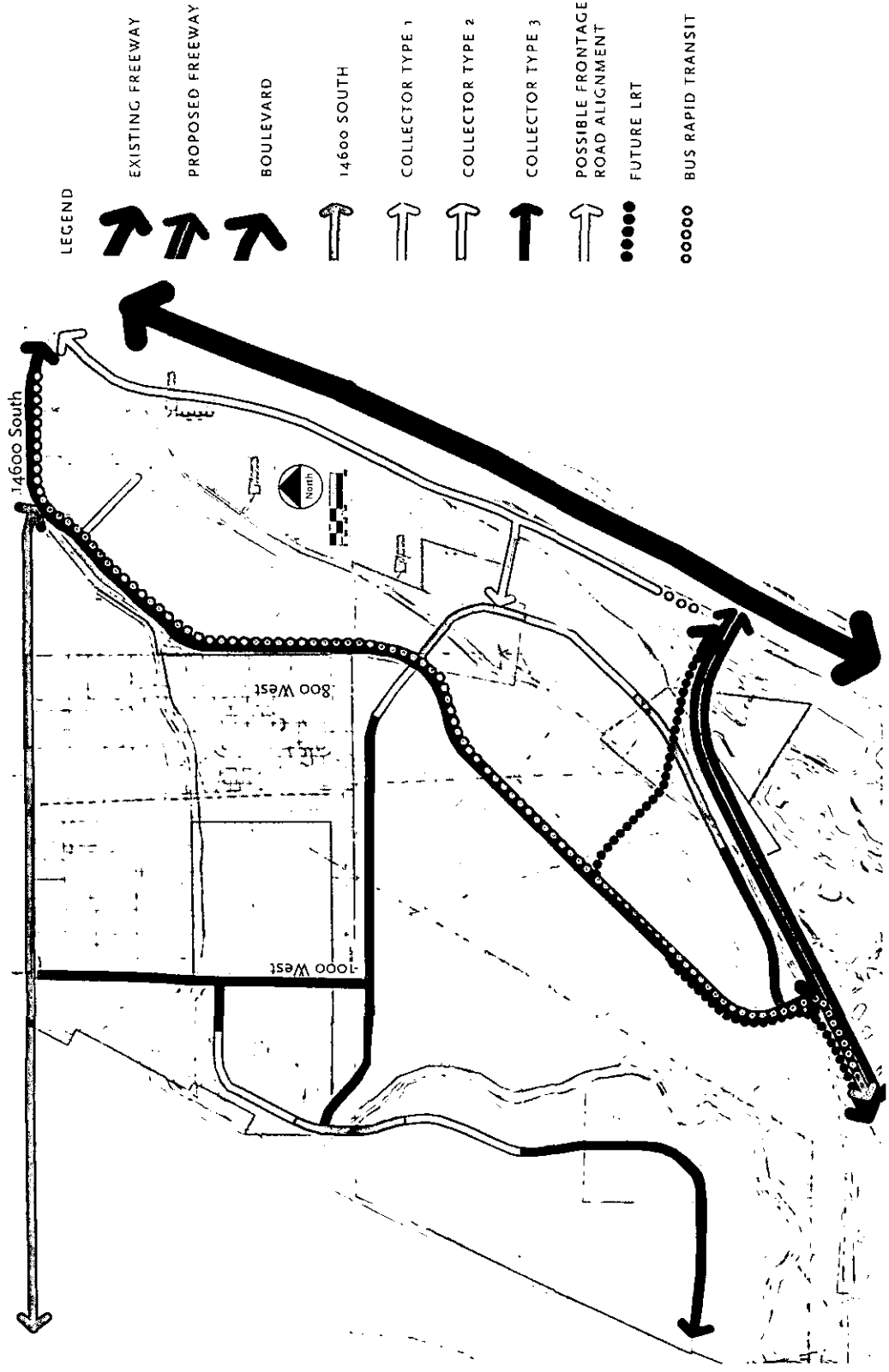
INDEPENDENCE *at* BLUFFDALE

BLUFFDALE, UTAH

PROJECT PLAN

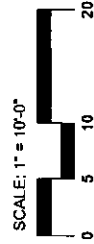
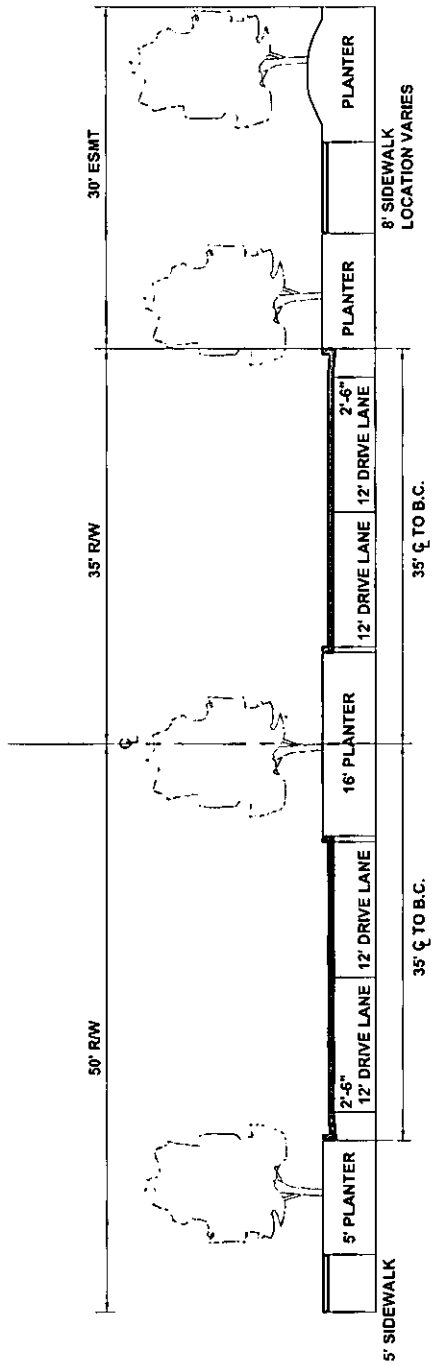


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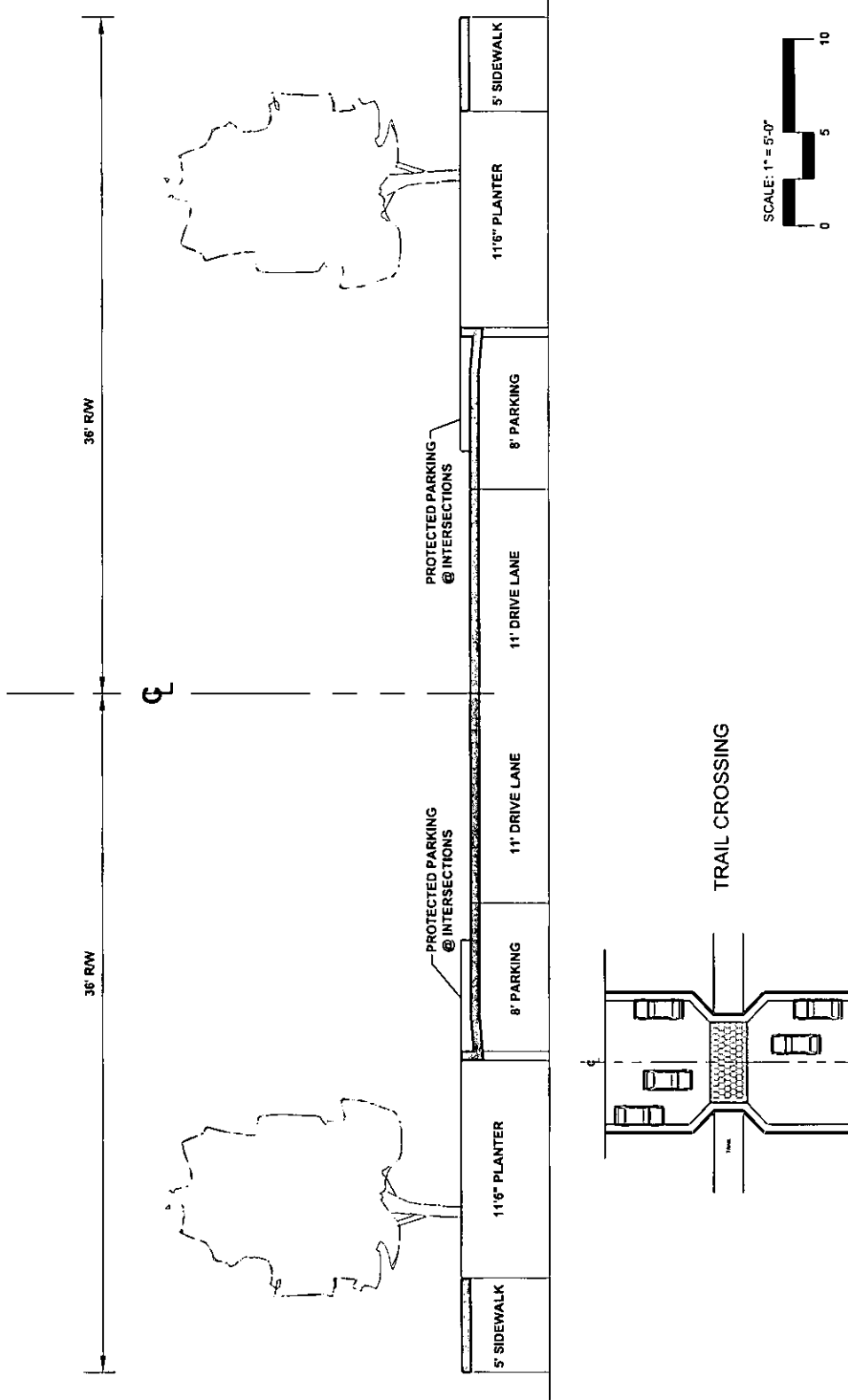


VEHICULAR CIRCULATION

Independence at Bluffdale

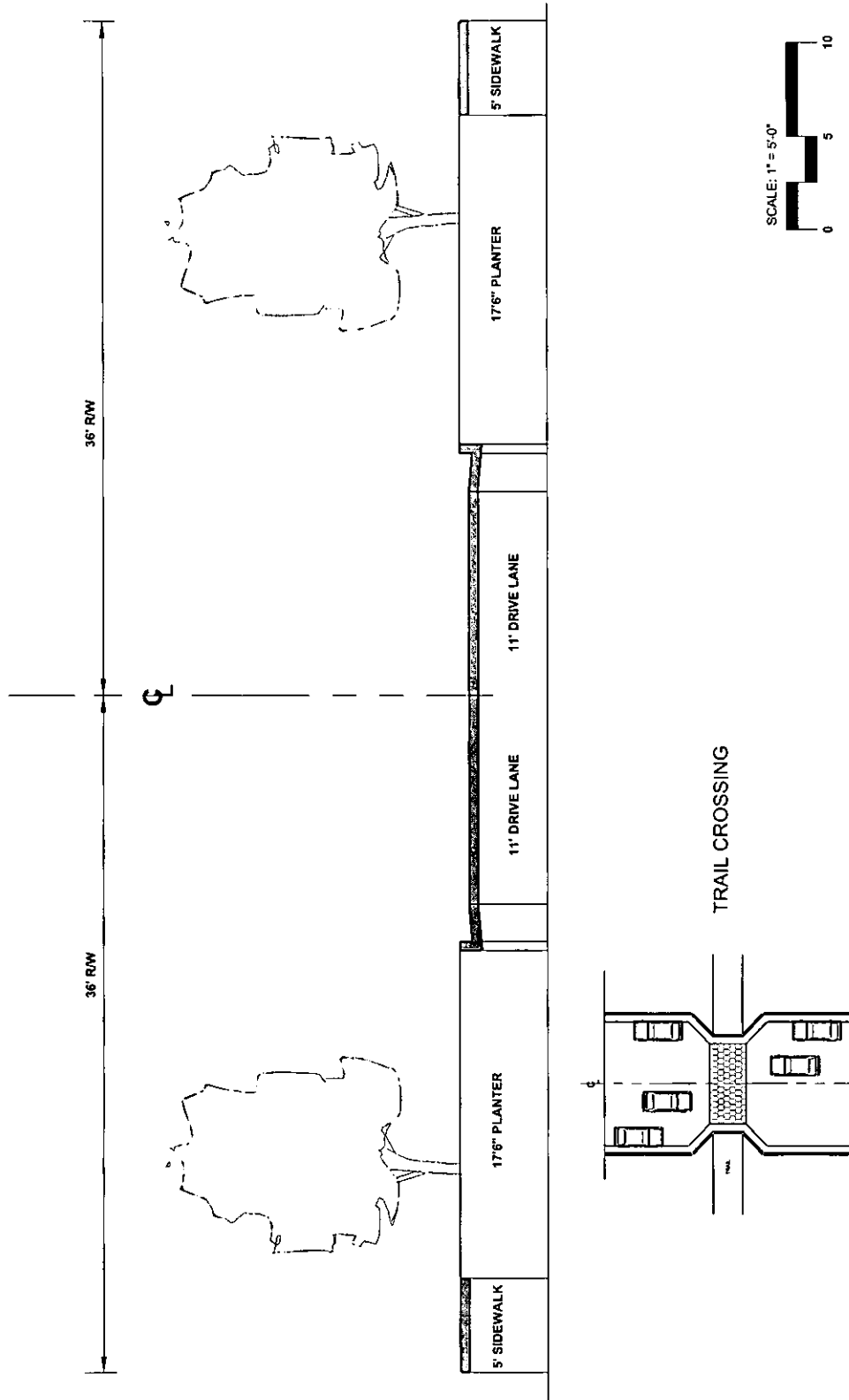


BOULEVARD
85' R/W with 30' Trail Easement



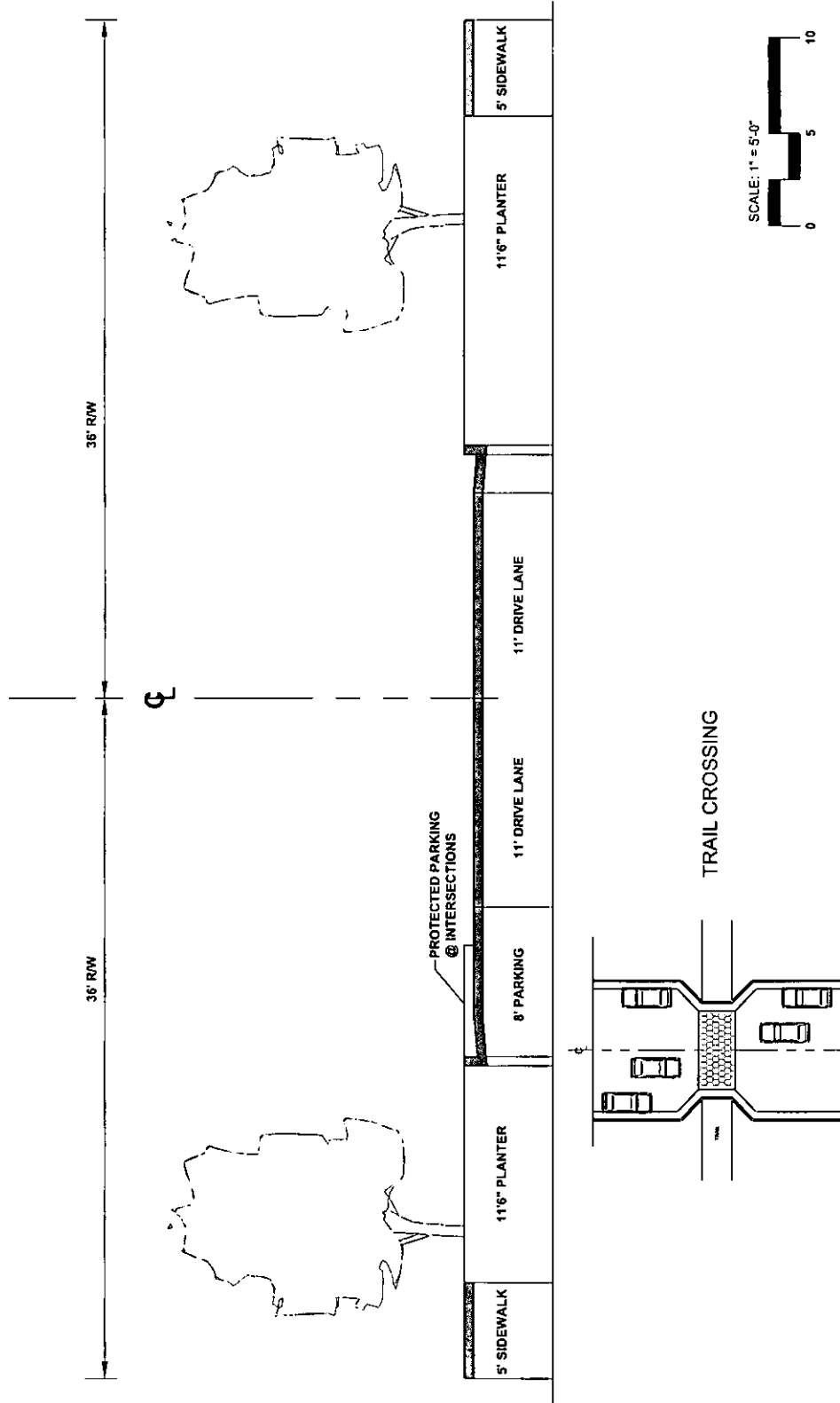
COLLECTOR STREET-TYPE 1

*On-Street Protected Parking- 72' R/W
 Turn Lane May Be Added at Intersections*

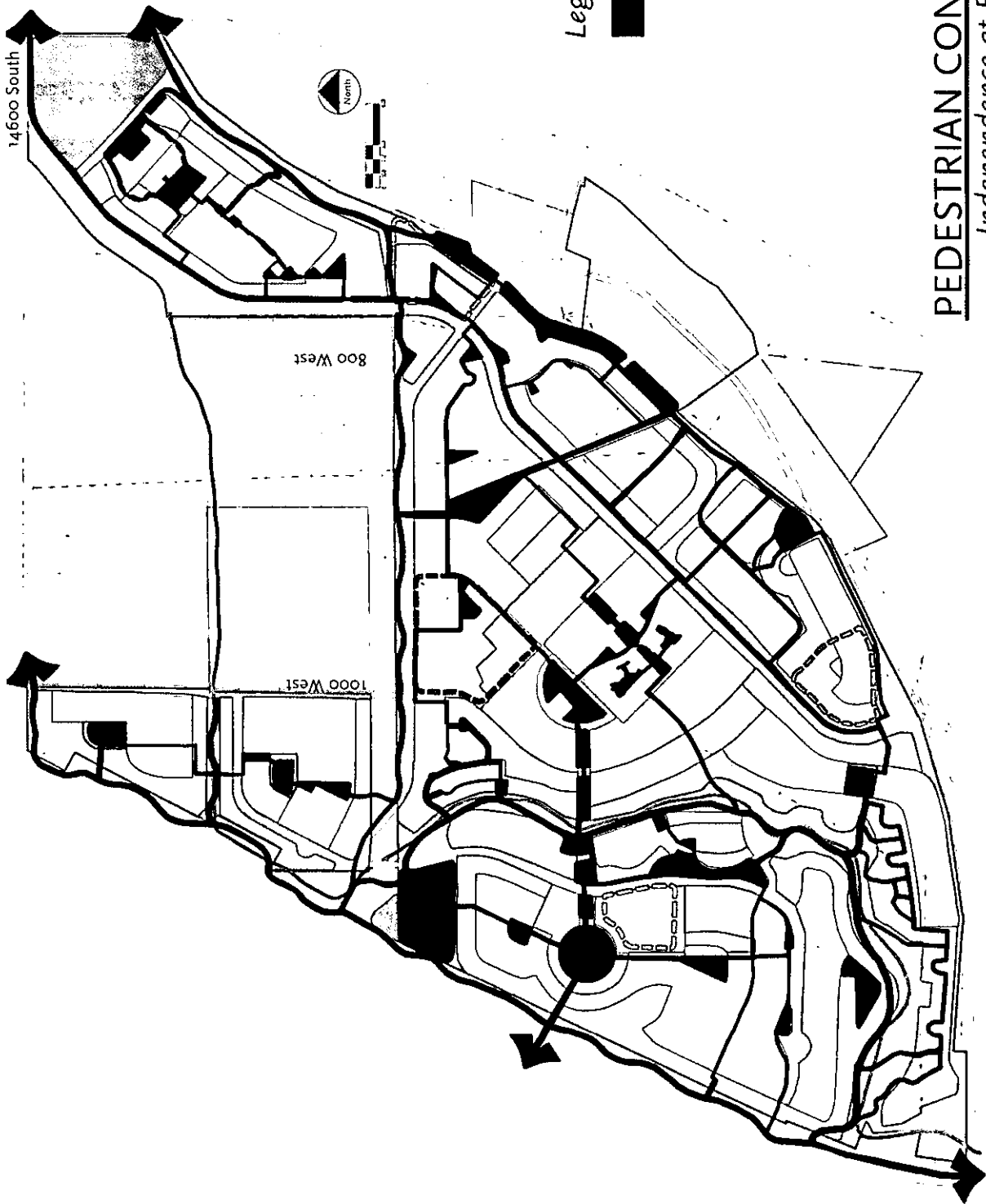


COLLECTOR STREET- TYPE 2

No Parking - 72' R/W
Turn Lane May Be Added At Intersections



COLLECTOR STREET - TYPE 3
*On Street Protected Parking One Side - 72' R/W
 Turn Lane May Be Added At Intersections*



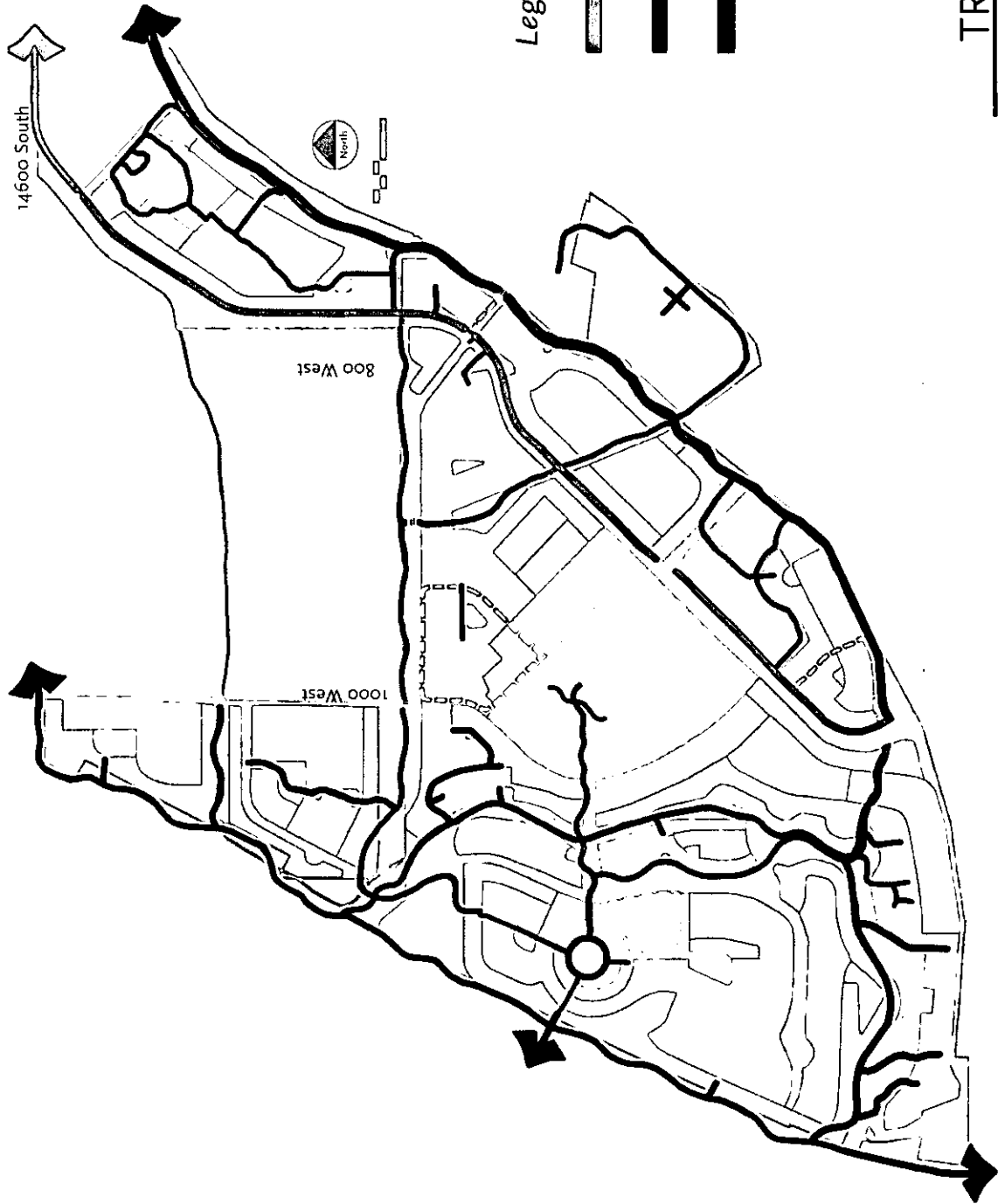
Legend

Major Pedestrian Connections




PEDESTRIAN CONNECTION
Independence at Bluffdale

INDEPENDENCE *at* BLUFFDALE
BLUFFDALE, UTAH

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Legend

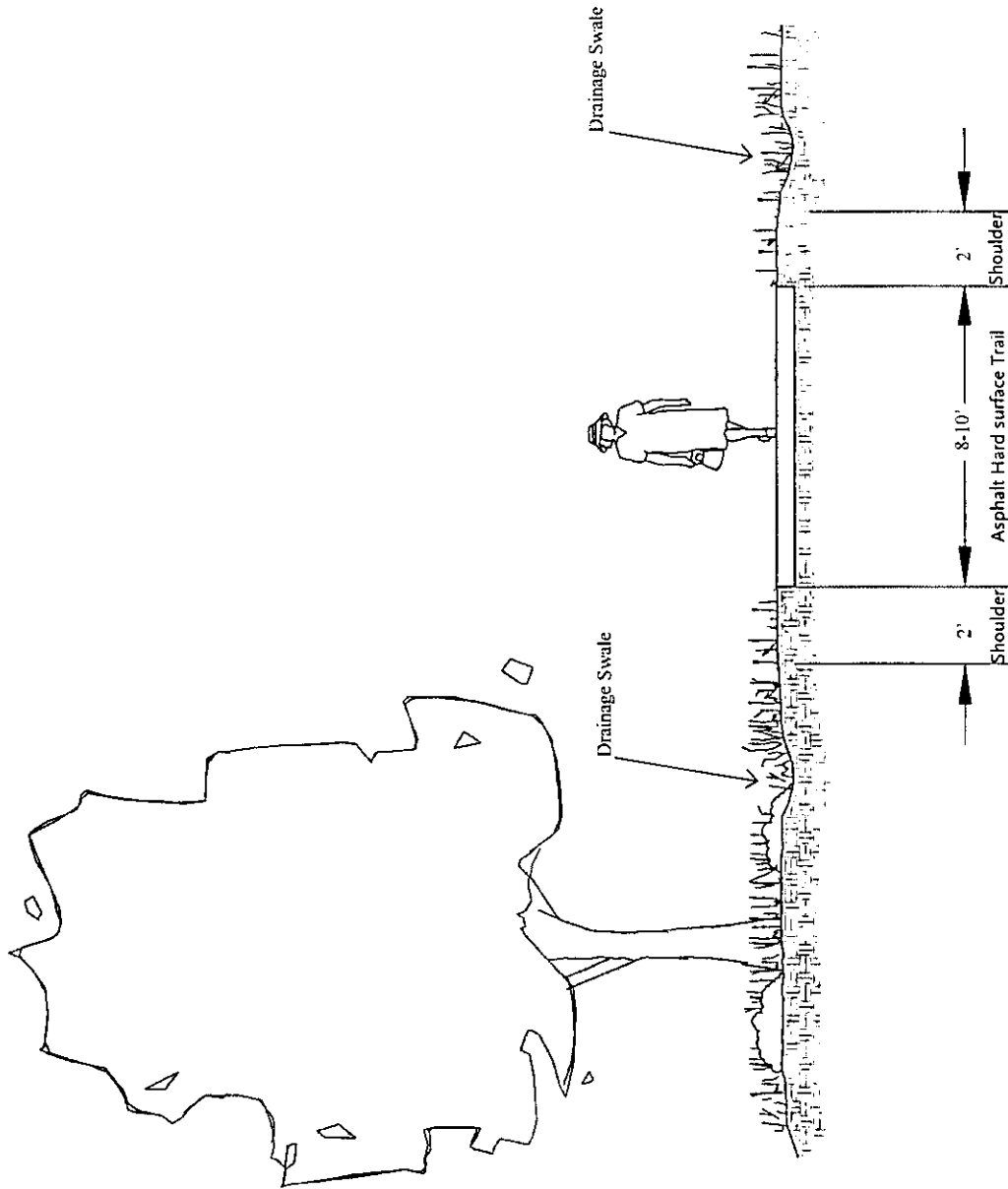
-  Boulevard Sidewalks
7,200 feet
-  Hard surface Trail System
21,000 feet
-  Soft surface/ Equestrian Trail System
39,600 feet

TRAIL SYSTEM
Independence at Bluffdale

INDEPENDENCE *at* BLUFFDALE
BLUFFDALE, UTAH

PROJECT PLAN

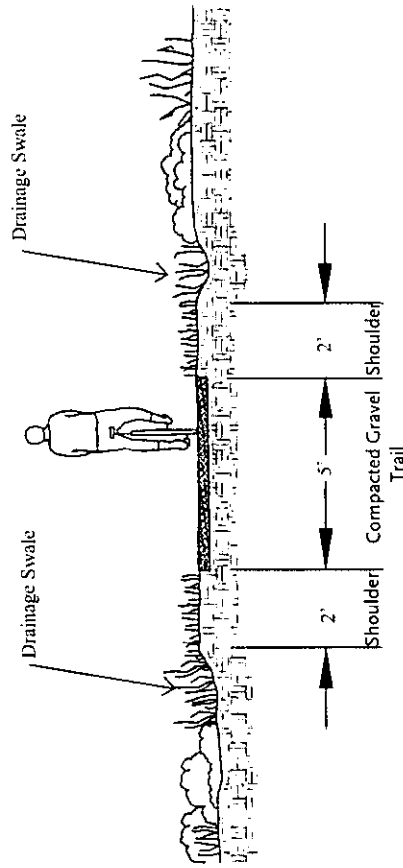
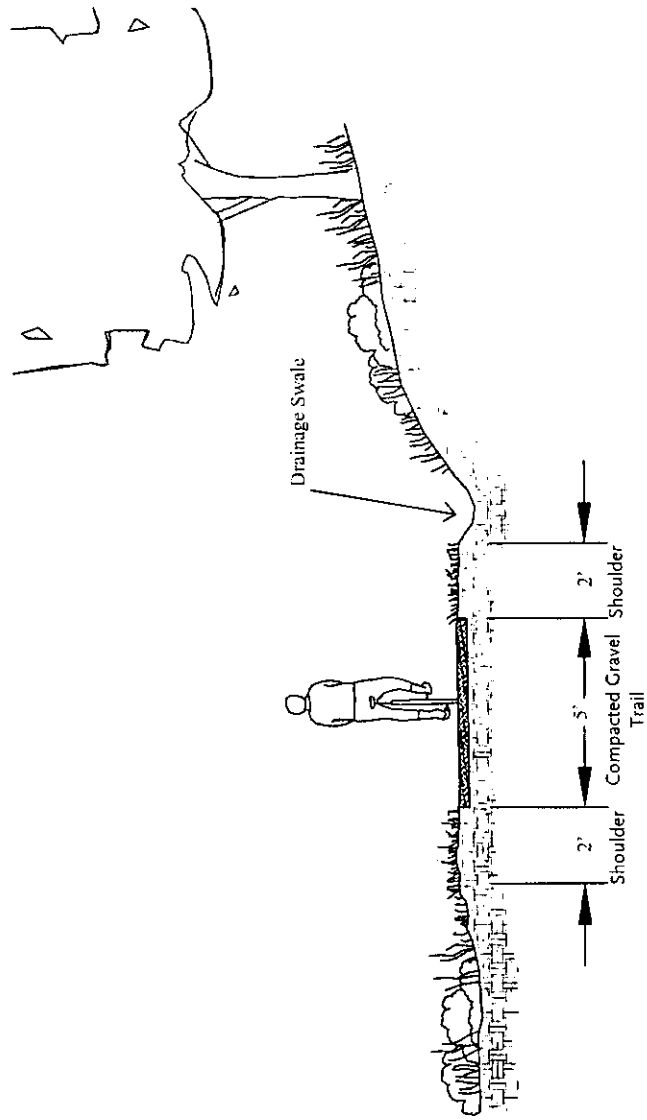
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* All city maintained hard surface trail corridors shall have a 10' minimum trail surface.
 * HOA maintained hard surface trail corridors shall be per Specific Plan Pedestrian Circulation (pg. 39) or Project Plan Trail System (pg.20).

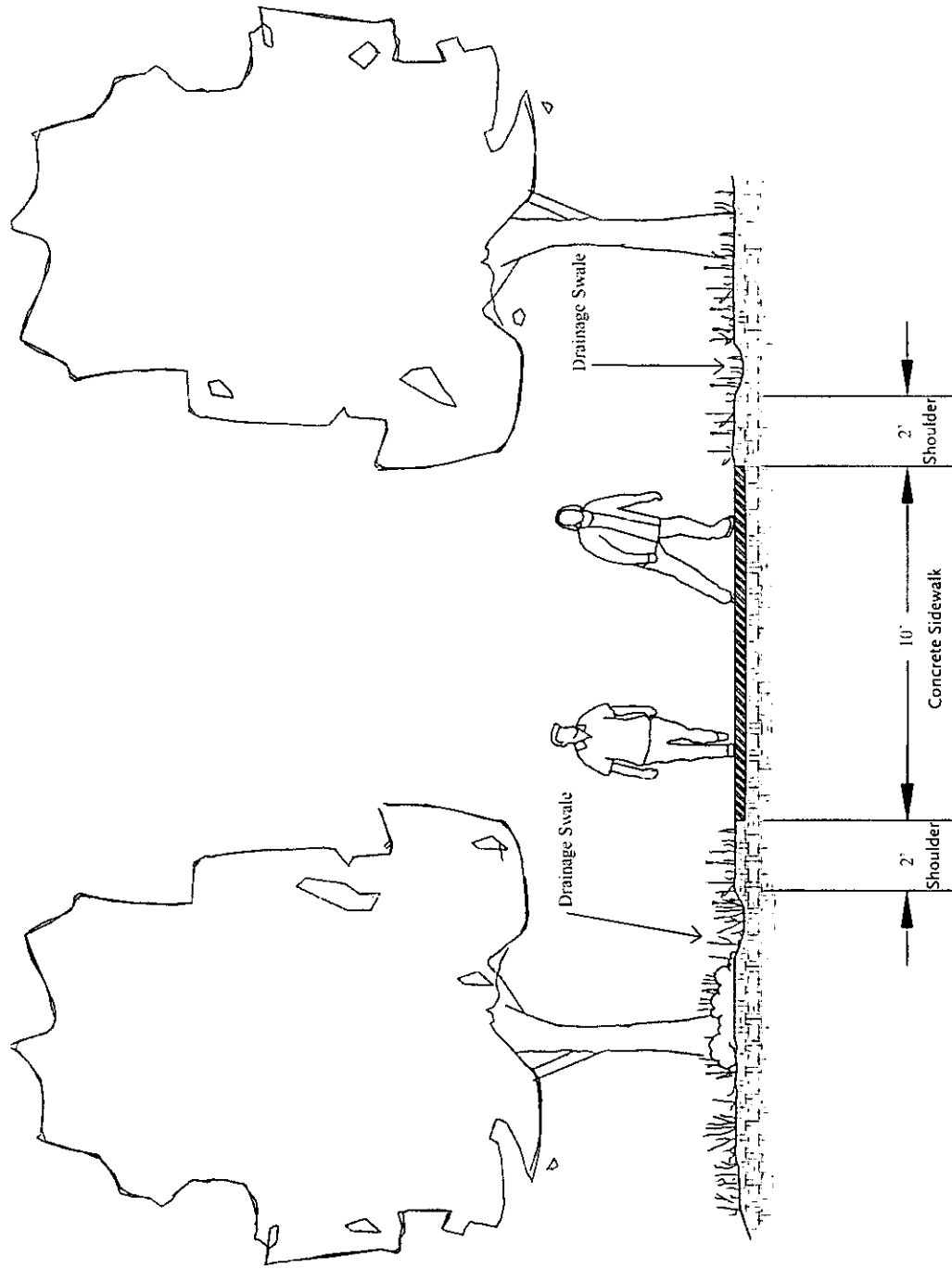
HARD SURFACE TRAIL SYSTEM

Independence at Bluffdale



SOFT SURFACE/ EQUESTRIAN TRAIL SYSTEM



Independence at Bluffdale



BOULEVARD SIDEWALK

Independence at Bluffdale

OPEN SPACE PROVIDED	INCENTIVE DENSITY BENEFI
10%	1
11%	1.5
12%	2
13%	2.5
14%	3
15%	3.5
16%	4
17%	4.5
18%	5
19%	5.5
20%	6
21%	6.5
22%	7
23%	7.5
24%	8
25%	8.5
26%	9
27%	9.5

 AOS - Active Open Space
 POS - Passive Open Space

INDEPENDENCE *at* BLUFFDALE
 BLUFFDALE, UTAH

PROJECT PLAN

 AUGUST 2007
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INDEPENDENCE *at* BLUFFDALE

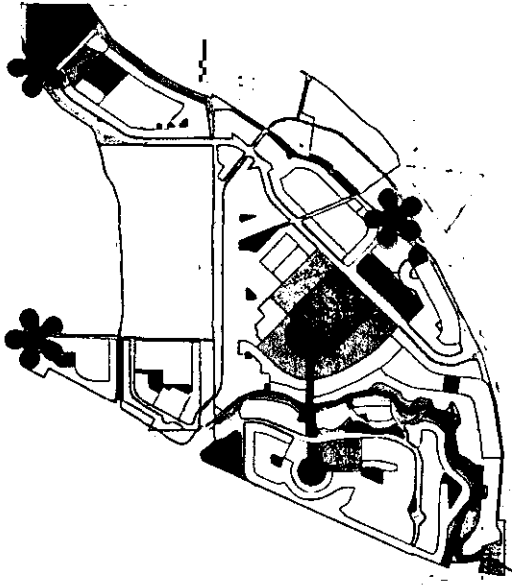
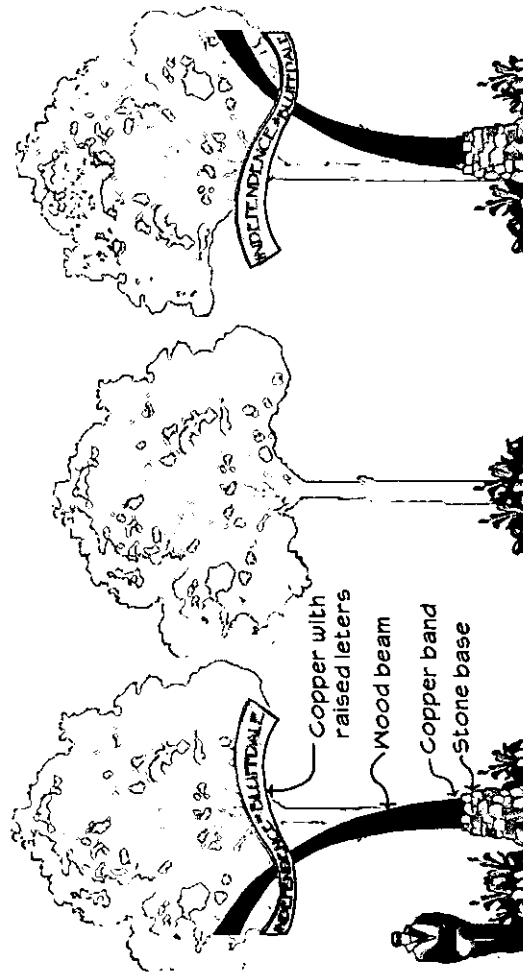
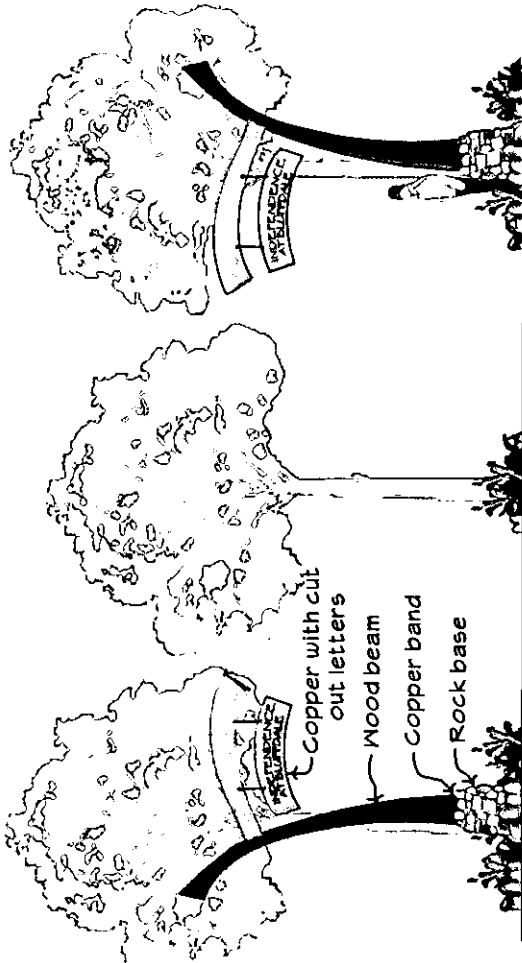
BLUFFDALE, UTAH

PROJECT PLAN



August 2007

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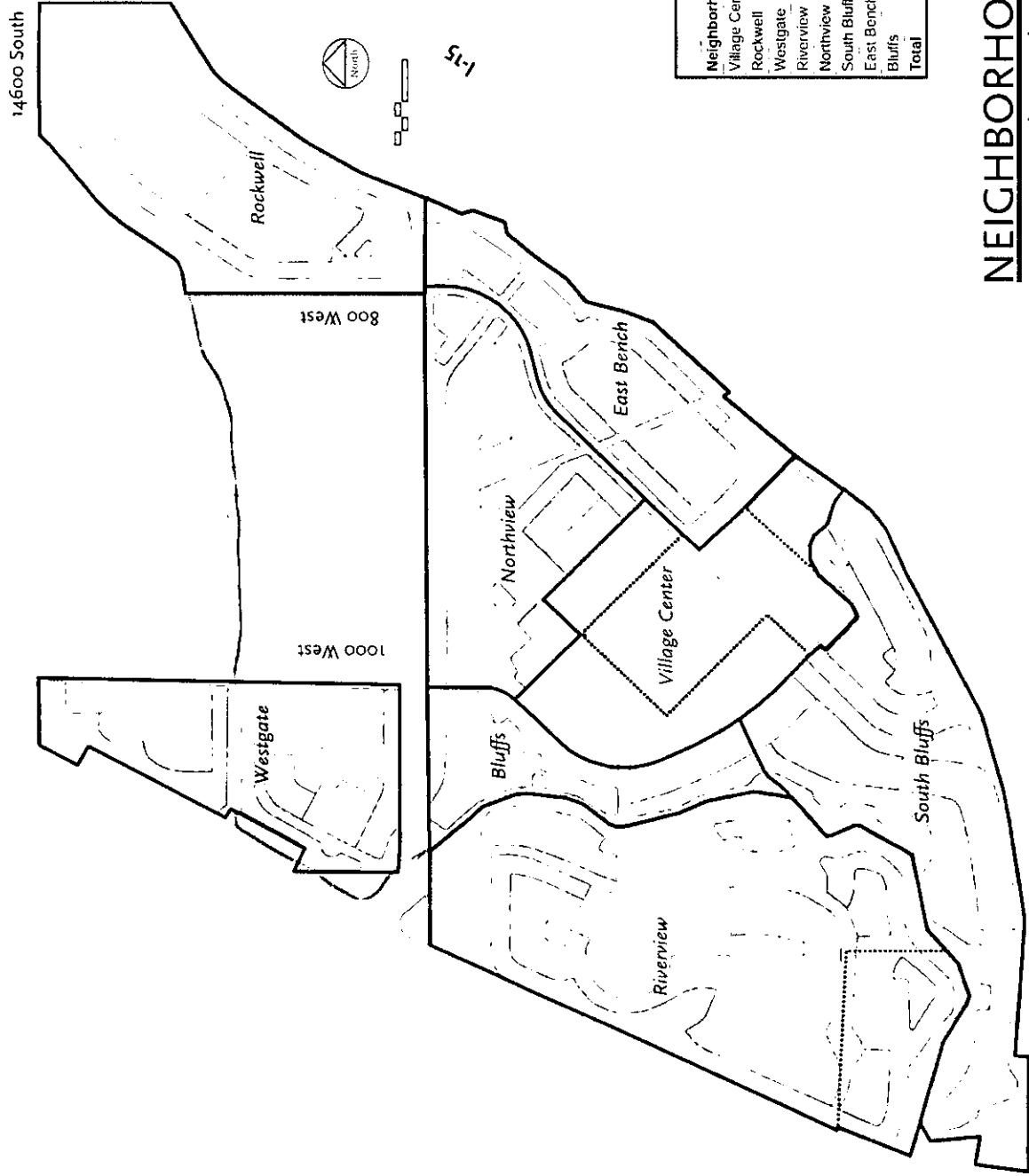
Legend



Entry Sign locations

ENTRY SIGNAGE

Signage Prototypes



Neighborhoods	Residential over Retail	Resid. Units
Village Center	90	711
Rockwell		346
Westgate		393
Riverview		897
Northview		386
South Bluffs		406
East Bench		265
Bluffs		188
Total	90	3592

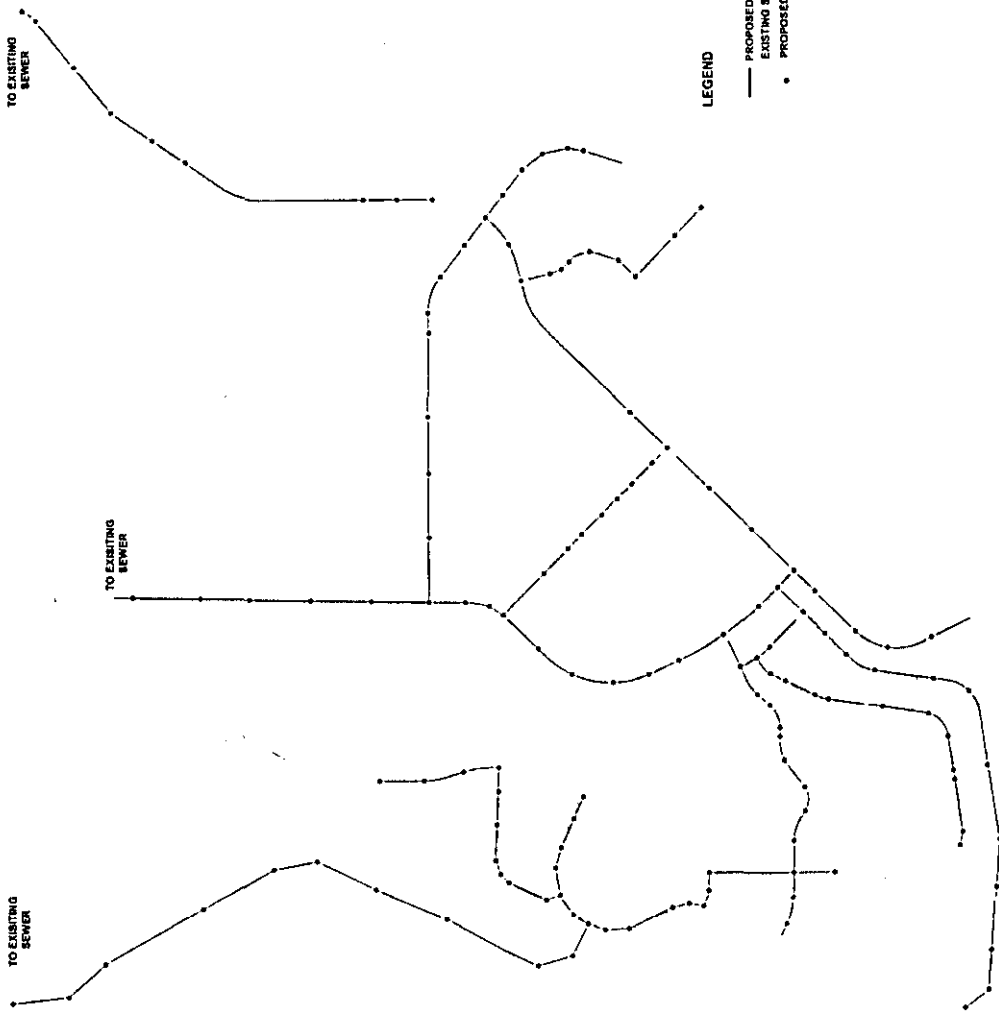
NEIGHBORHOOD STATISTICS

Independence at Bluffdale

INDEPENDENCE *at* BLUFFDALE, UTAH

PROJECT PLAN

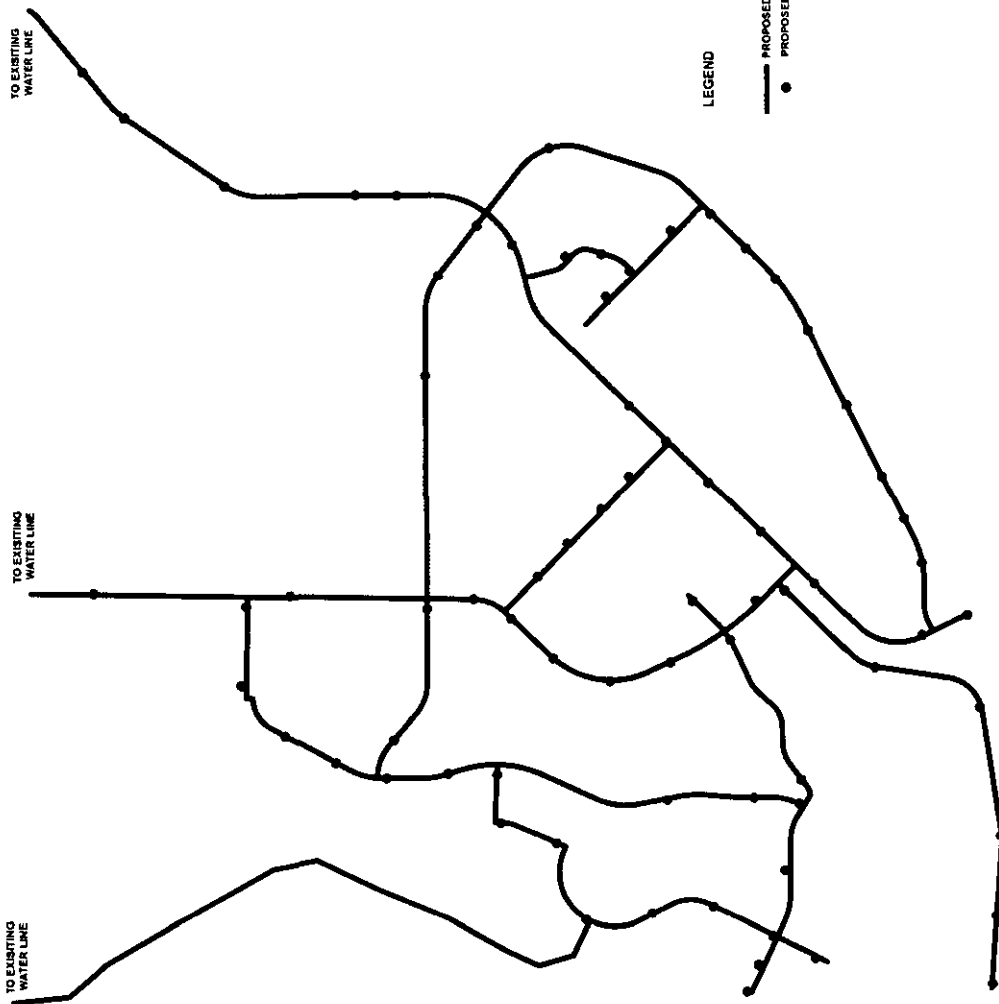
 August 2007
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PROPOSED UTILITIES
Sewer Master Plan

INDEPENDENCE *at* BLUFFDALE
 BLUFFDALE, UTAH

PROJECT PLAN
IBI GROUP
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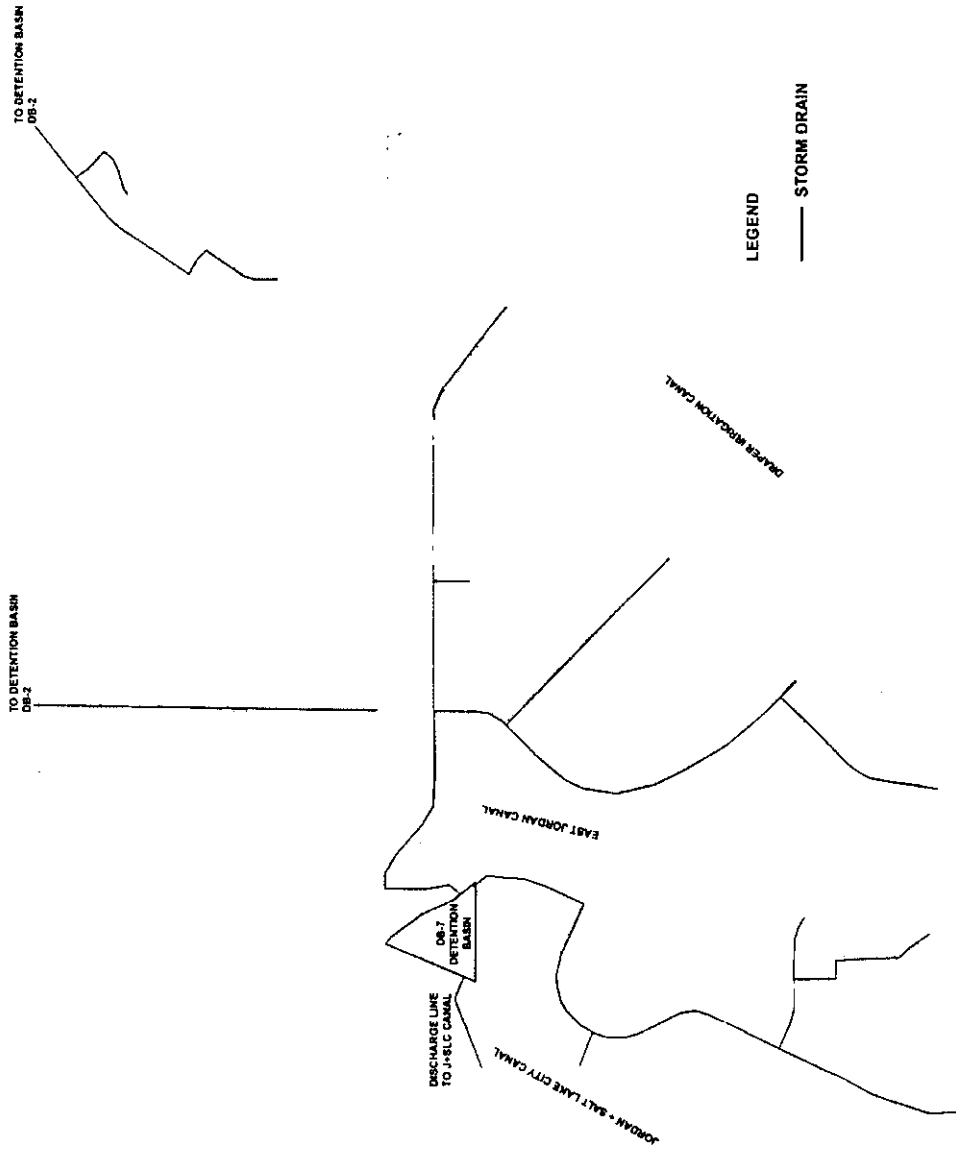
PROPOSED UTILITIES

Water Master Plan

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BLUFFDALE, UTAH

PROJECT PLAN

 August 2007
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PROPOSED UTILITIES
Storm Drain Master Plan

EXHIBIT C

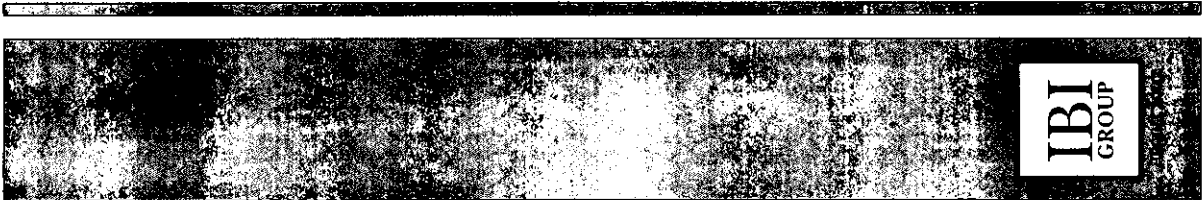
Part 2 - Specific Plan

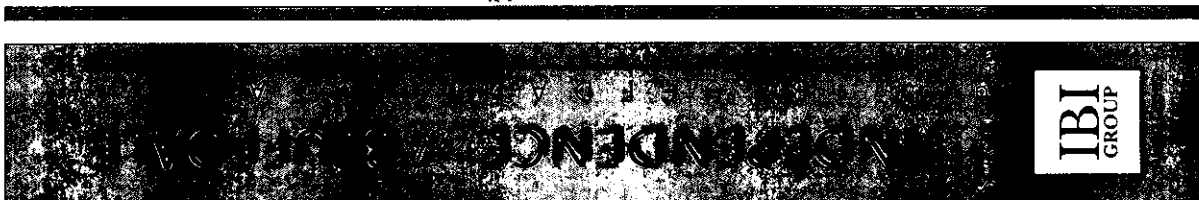
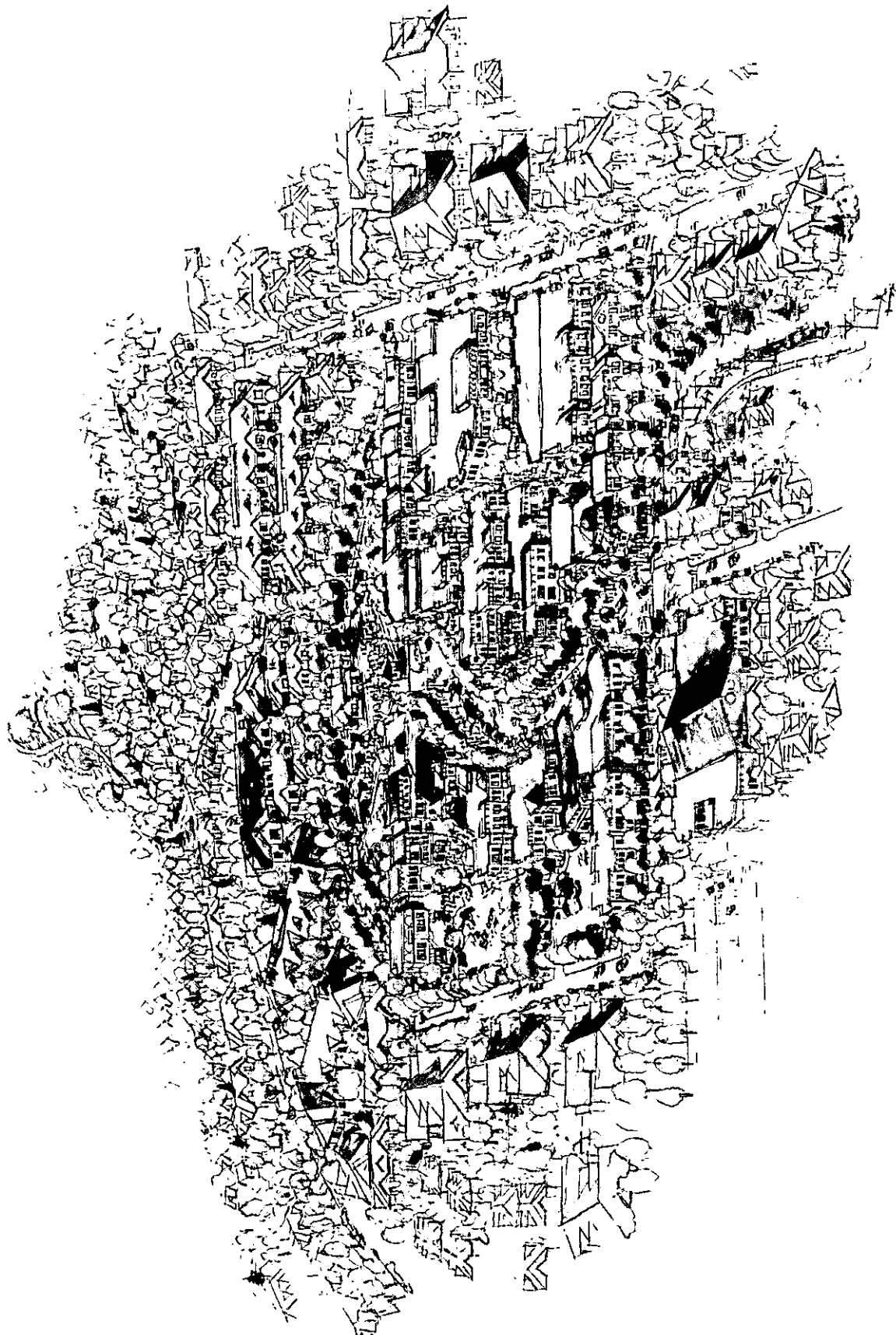
INDEPENDENCE *at* BLUFFDALE

B L U F F D A L E , U T A H

S P E C I F I C P L A N

Prepared by
IBI Group





INTRODUCTION

The Independence at Bluffdale Master Plan has been created as part of the Bluffdale City General Plan and Zoning for land use regulation. This master plan is in response to growth pressure for the city and is intended to provide a carefully planned neighborhood with high quality development. The plan also seeks to provide for important tax base within the city while providing areas for residential growth. These residential neighborhoods will provide support for the village commercial, creating a sustainable community for Bluffdale City.

A visionary strategy was adopted which acknowledges the reality of growth and the need to provide housing for future generations while preserving the heritage of the area. Within the broader city context, the plan demonstrates a neo-traditional development pattern or "walkable community" and an understanding that the development patterns of the past are inherently flawed. To overcome the old development patterns the Bluffdale City Fathers have enacted a mixed use ordinance which will utilize sustainable principles for the development of the City's east side.

GENERAL PLAN

The property is located within the Bluffdale City General Plan Area 5. The majority of Area 5 is designated as mixed use and regional commercial. Coupled with the mixed use designation is a mixed use zoning ordinance. The base residential density for the zone is one residential dwelling unit per acre (UPA). The mixed designation allows a Village Center with up to ten UPA per acre gross density. The ten units per acre can only be achieved by providing 28 percent open space within the project boundary. The ordinance allows different gross densities based on the amount of open space provided.

ZONING CONTEXT

The Independence at Bluffdale Master Plan is an overlay zone for the Mixed-use designation of Area 5 of the Bluffdale City General Plan. The purpose of this plan is to further define the mixed use zone as it is applied to the Mixed-use designation of the General Plan. Previously the property was zoned as multi-use to allow for industrial uses. The multi-use zone provided maximum flexibility in land-use for development, but excluded residential uses. This concept was changed to allow a sustainable neighborhood to develop which included higher density residential land uses providing support to commercial uses. The commercial enterprises will then provide revenue to Bluffdale City with taxes.

MIXED USE DESIGNATION

Existing patterns of suburban development have seriously compromised sustainable growth, quality of life and the economic viability of Utah's Cities and towns. The practice of zoning with segregated land-uses has resulted in an automobile dependent society which has caused: The loss of open space, extensive vehicular trip generation, increases in traffic congestion and air pollution. Serious impacts on the environment, ineffective public transit, increases in housing infrastructure costs. The degradation of public spaces. The loss of community identity due to the impacts on historic city centers

This plan and guidelines seeks to provide a process for future development while maintaining quality development and a city identity.

GLOBAL PRINCIPLES

The plan also uses 'Global Principles' which are commonly recognized as design concepts that help develop 'complete, livable communities'. These principles help ensure that development is sustainable – socially, environmentally, and economically.

Mixed-Use Development, Diversity of Housing Choices, Compact Development, Traditional Neighborhood Structure, Walkable, pedestrian-friendly streetscapes and higher density development forms, Walkable Neighborhood, Civic Identity (Public Realm), Design Guidelines, Sustainable Community Development, Balanced & Multi-Modal Transportation System, Connectivity, Narrow & 'Calmed' Streets, Parking Management.

NEIGHBORHOOD DESCRIPTIONS

The Property covers an area of approximately 600 acres. The Community is comprised of eight specific neighborhoods. These include: Rockwell, Westgate, Riverview, Village Center, Northview, South Bluffs, Eastbench, and Bluffs Neighborhoods. Each identification sign should be unique in its design and is required for review by the Design Review Committee (DRC). Neighborhood identification signs must also maintain Independence at Bluffdale sign standards. Any changes beyond the specific approved standards must be first recommended by the Design Review Committee and then the Bluffdale City Planning Commission.

NEIGHBORHOOD PARK DEVELOPMENT STANDARDS

Neighborhood park development standards are also provided. Neighborhood Park Facilities are those that generally serve a neighborhood or specific development. Neighborhood facilities may include recreational amenities such as multipurpose fields, playground equipment and/or sport specific play areas. Standards for several types of amenities are presented in the associated design guideline document to assist the developer in proposing neighborhood recreation facilities.

TRANSPORTATION

A variety of transportation types are provided which include: Automobile systems, bicycle facilities, pedestrian trails and mass transit.

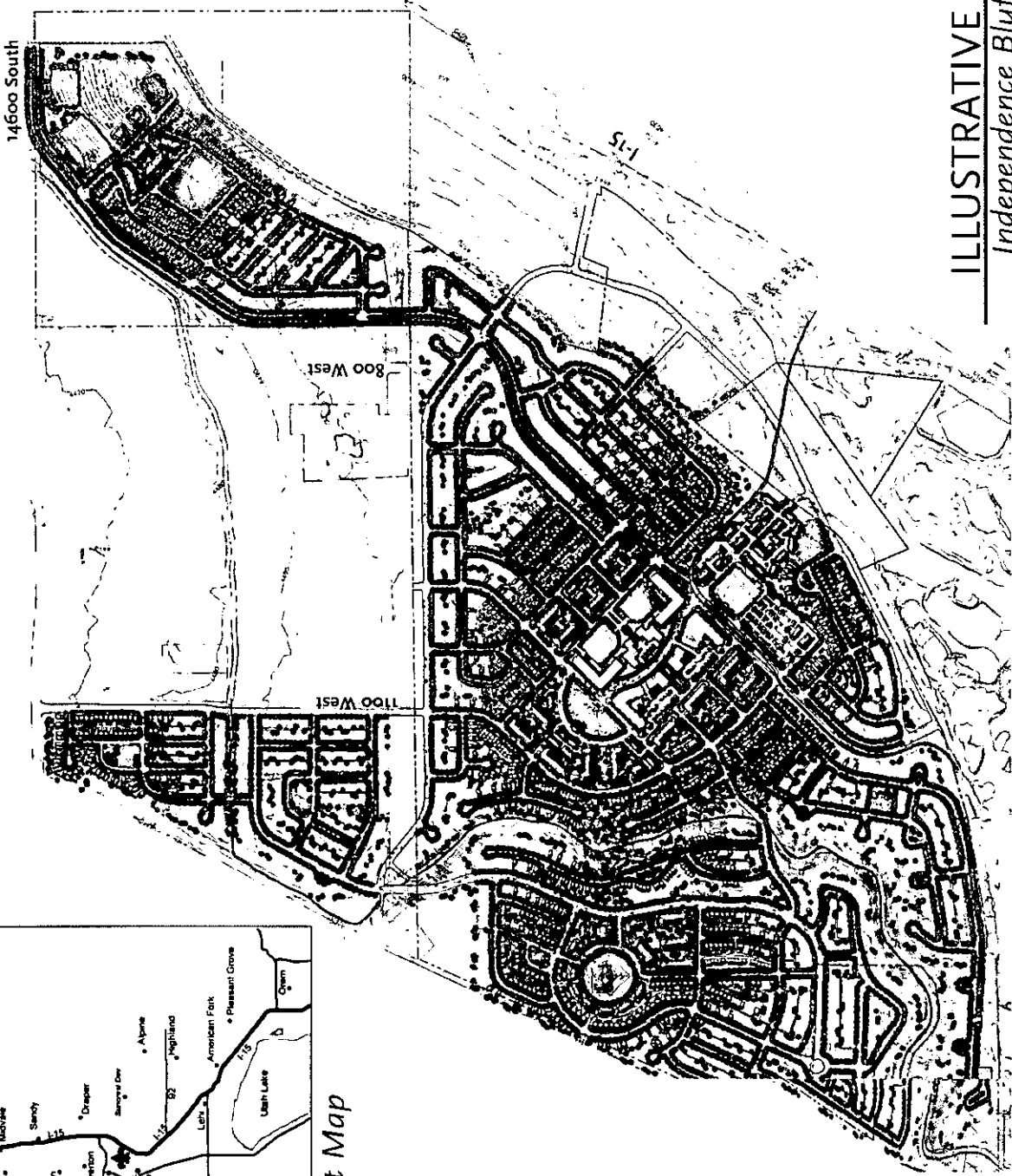
STREET TREES

Street tree landscaping is utilized to provide a hospitable pedestrian environment and to encourage walking and other alternate.

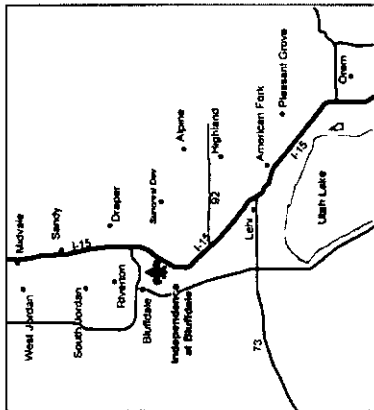
EXECUTIVE SUMMARY

Independence Bluffdale

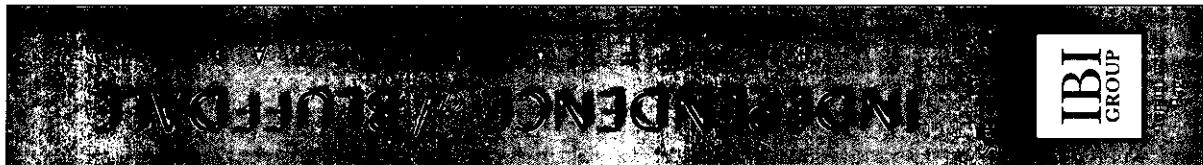


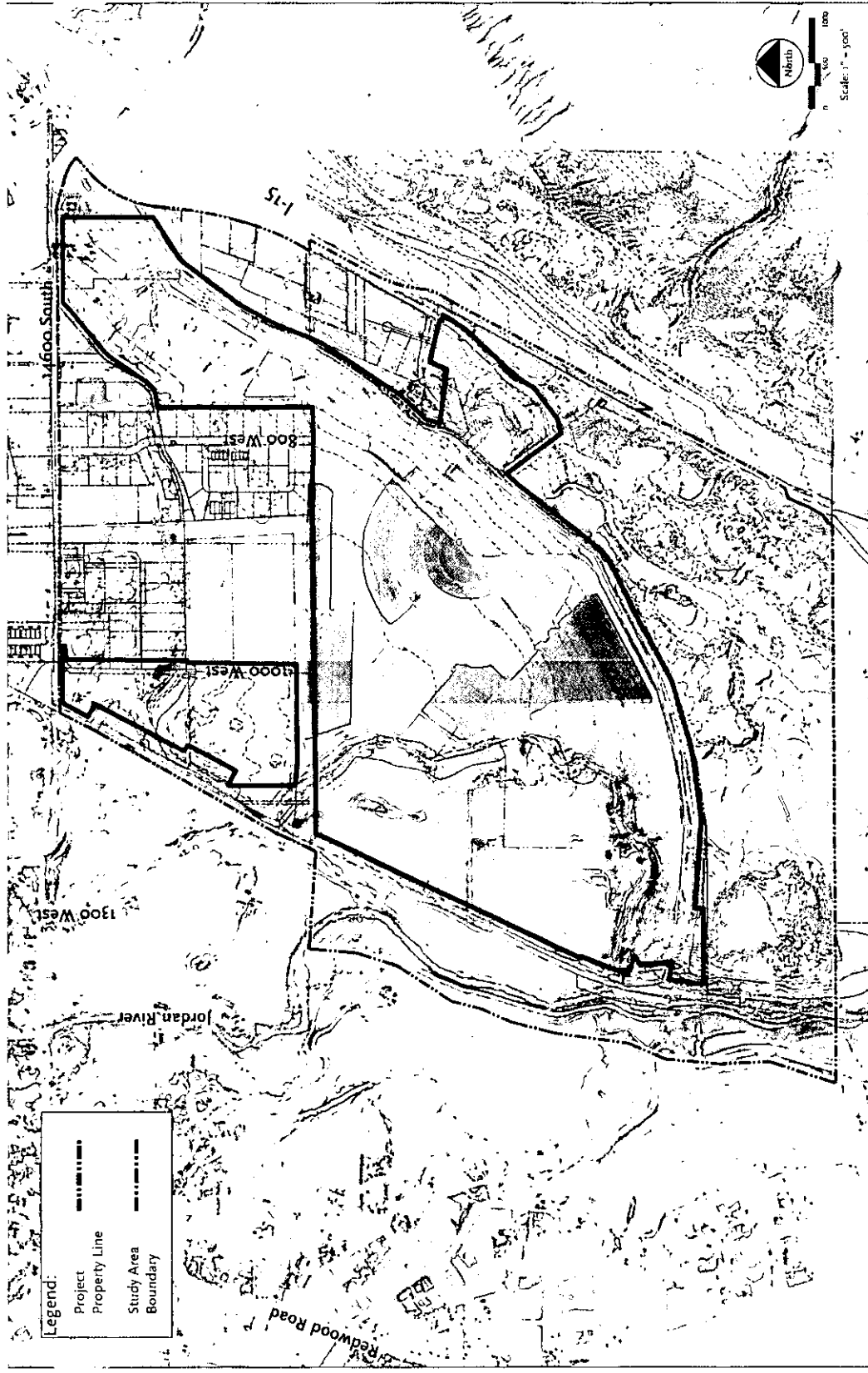


ILLUSTRATIVE MAP
Independence Bluffdale

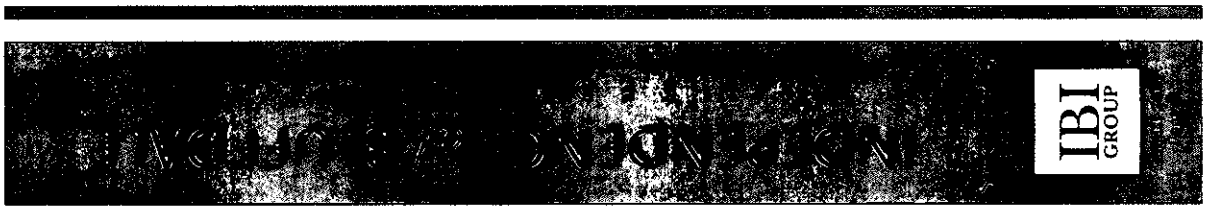


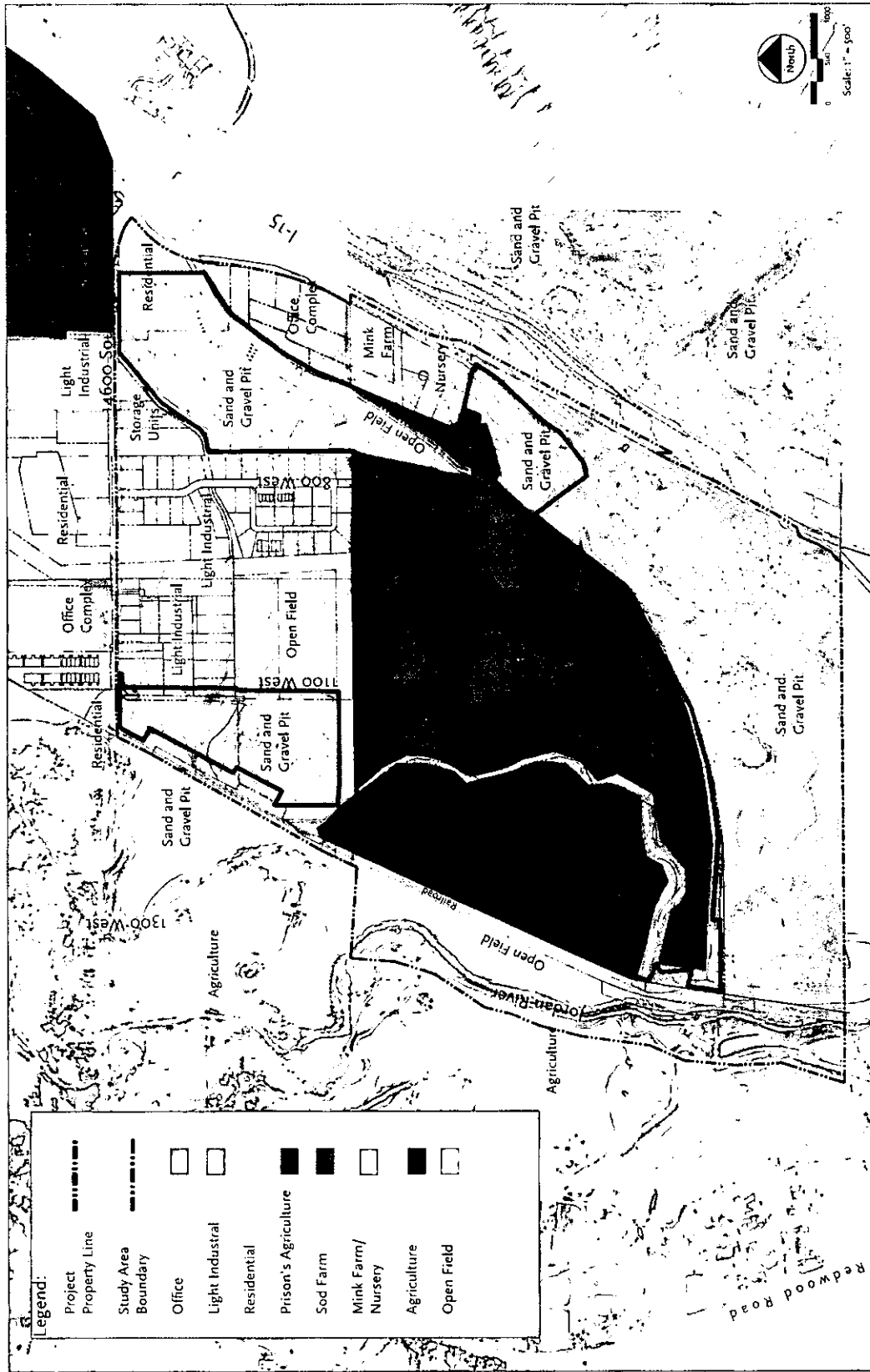
Context Map



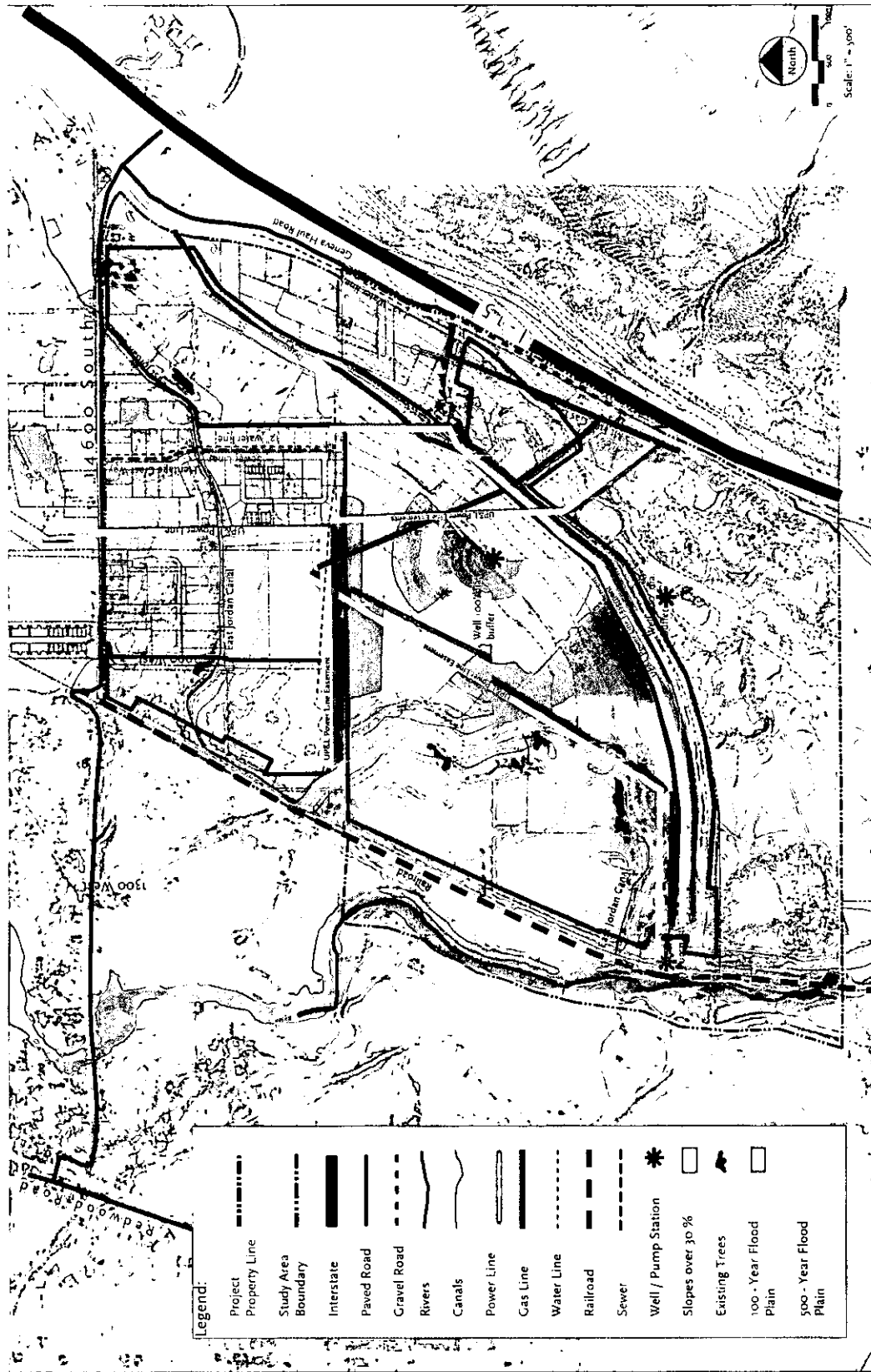


EXISTING CONDITIONS
Aerial Photo and Boundary





EXISTING CONDITIONS
Existing Land Uses



EXISTING CONDITIONS

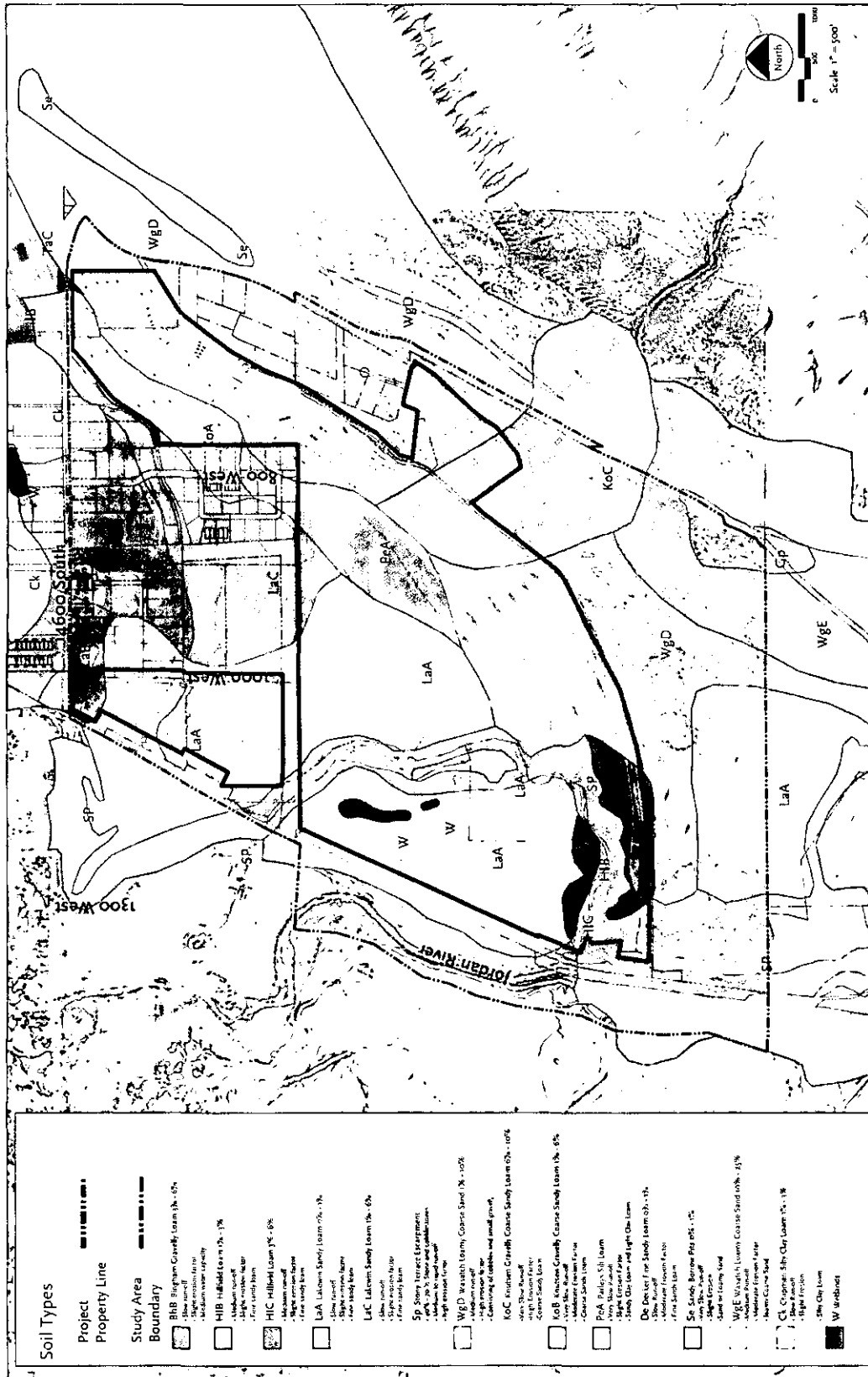
Site Constraints





EXISTING CONDITIONS
Slope Analysis





EXISTING CONDITIONS

Soils Map



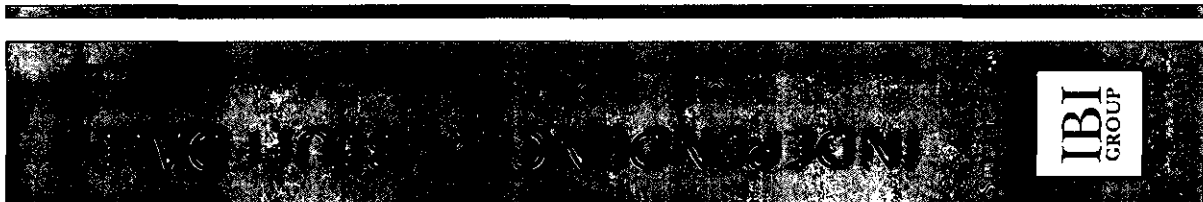


EXISTING CONDITIONS
Vegetation Analysis





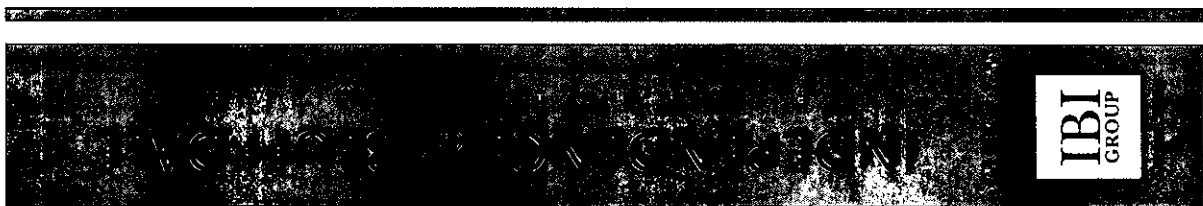
EXISTING CONDITIONS
Elevation Map

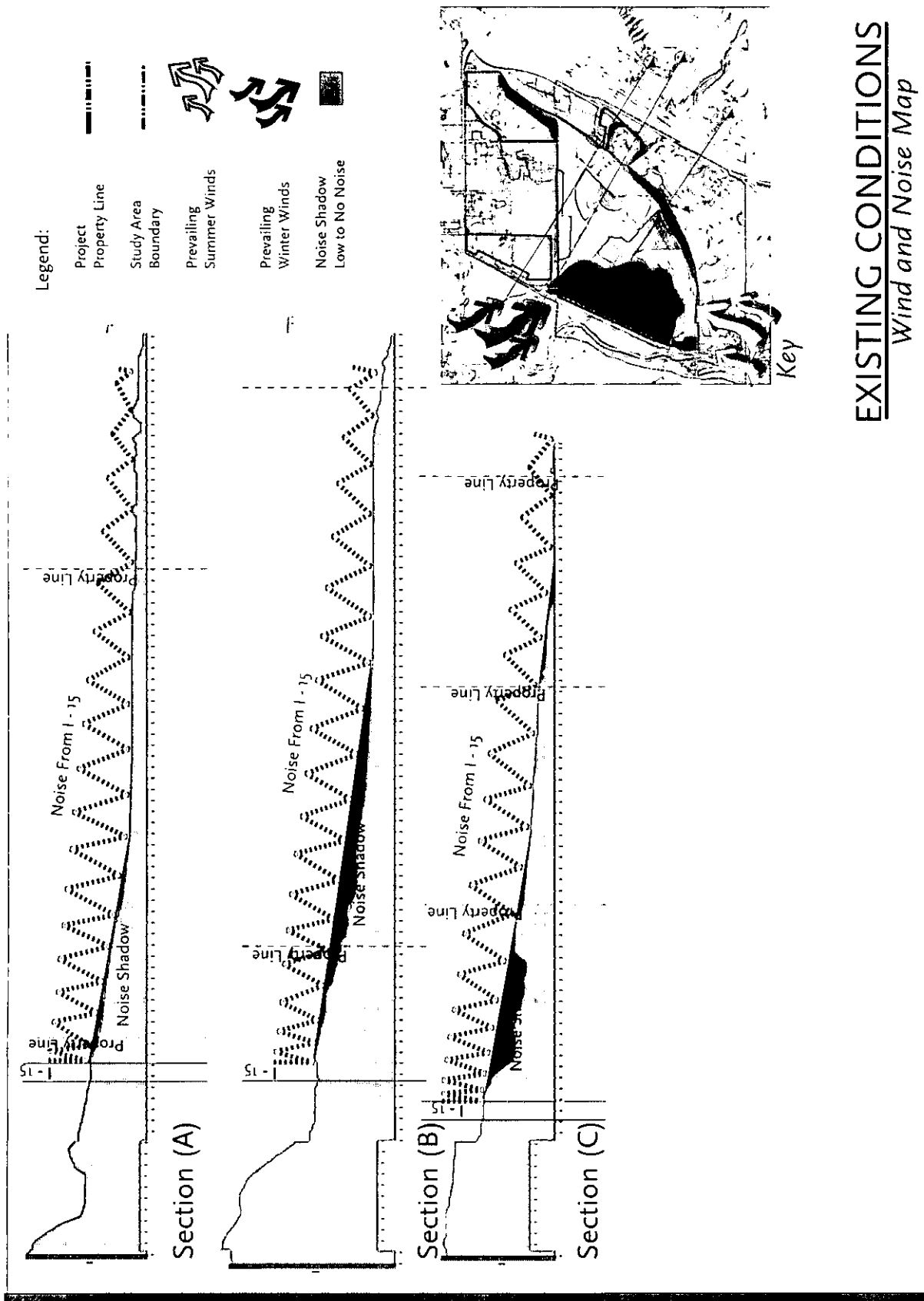




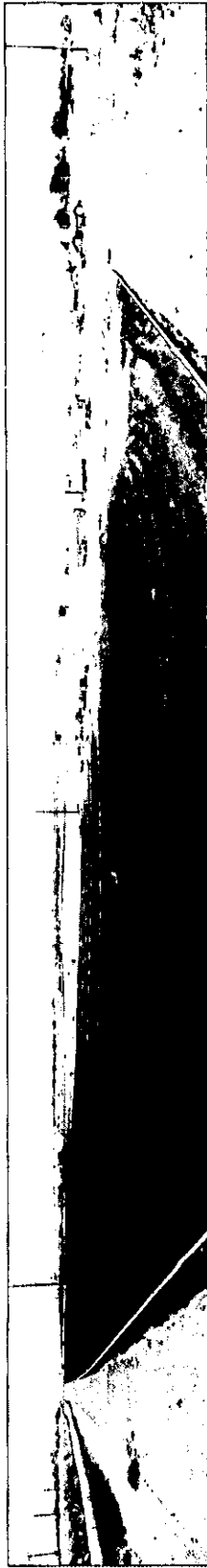
EXISTING CONDITIONS

Aspect Analysis

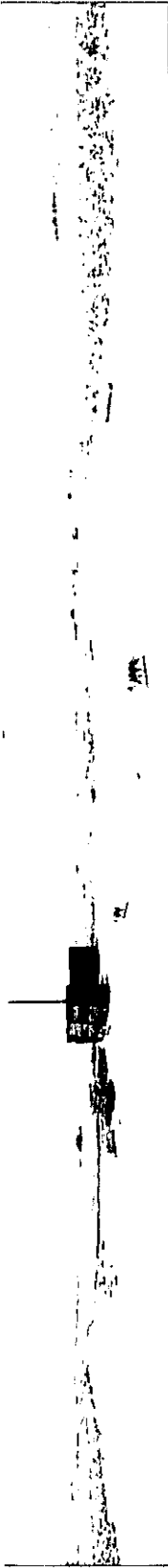




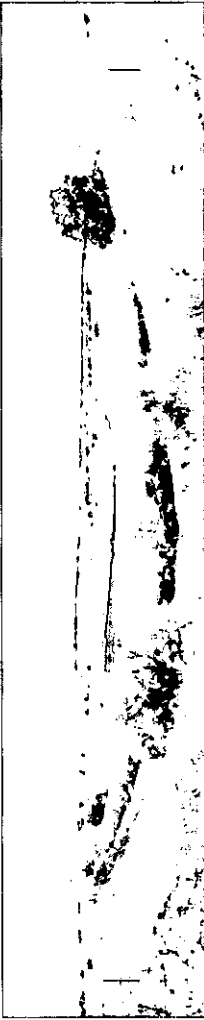
EXISTING CONDITIONS
Wind and Noise Map



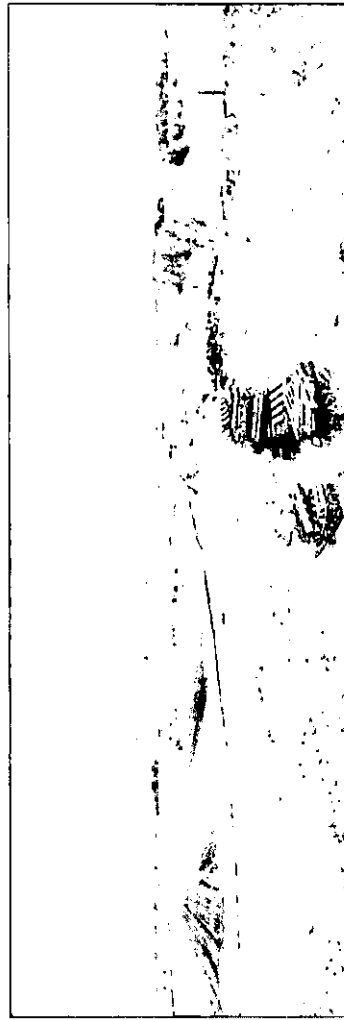
A View from east side of the property looking west



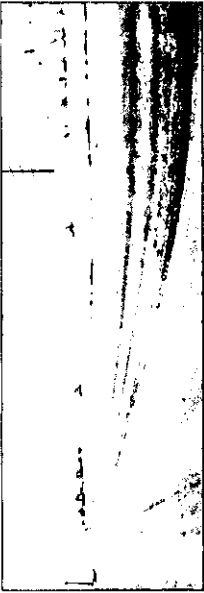
C View from east side of the property looking west



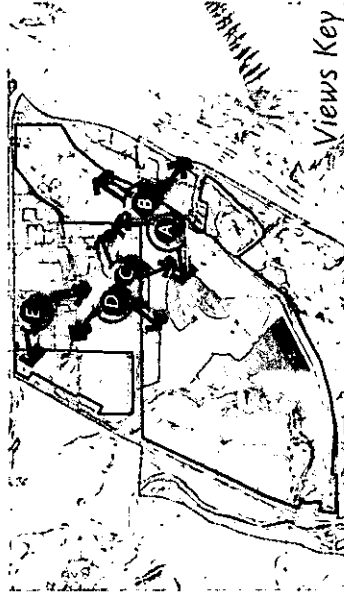
D View from west side of the property looking west



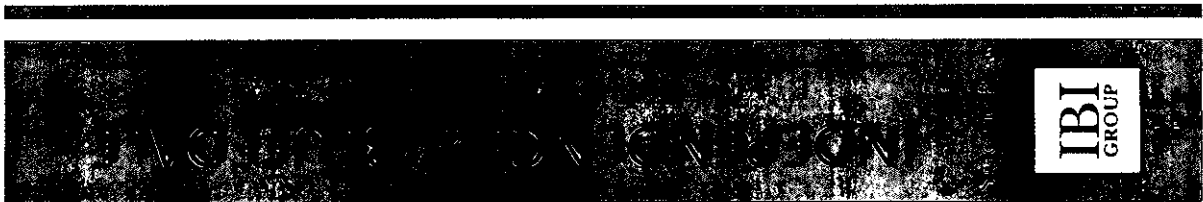
E View from west side of the property looking south

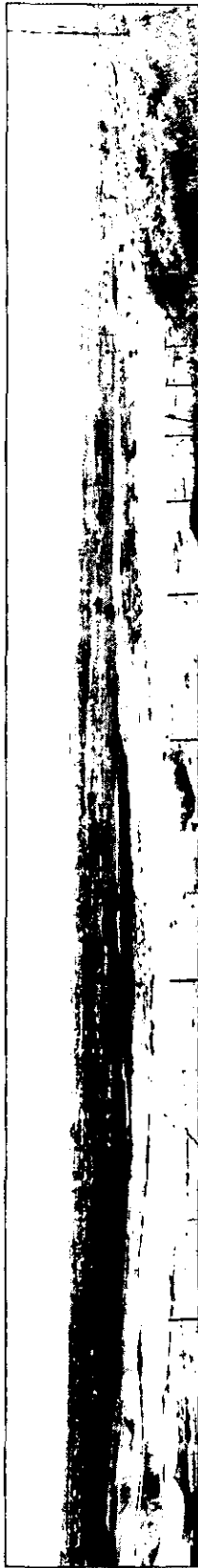


B View from east side of the property looking east towards the Mountain



EXISTING CONDITIONS
Photo Study

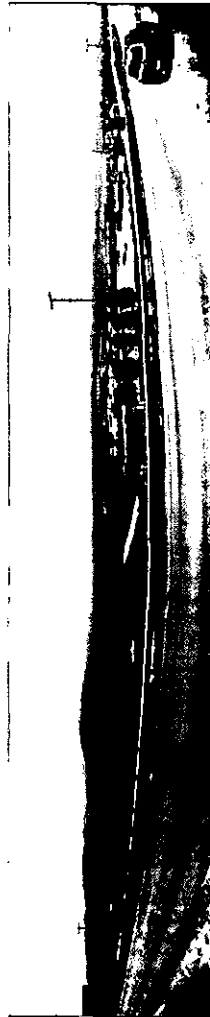




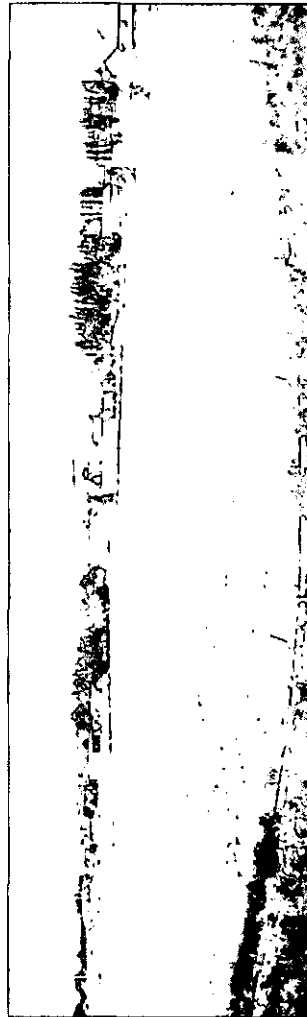
F View from frontage road looking northwest



G View from I - 15 looking west over Geneva Rock's sand and gravel pit



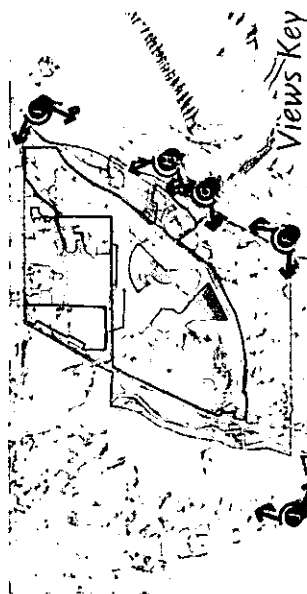
H View from Frontage road looking west near existing nursery



J View from Redwood Road looking east



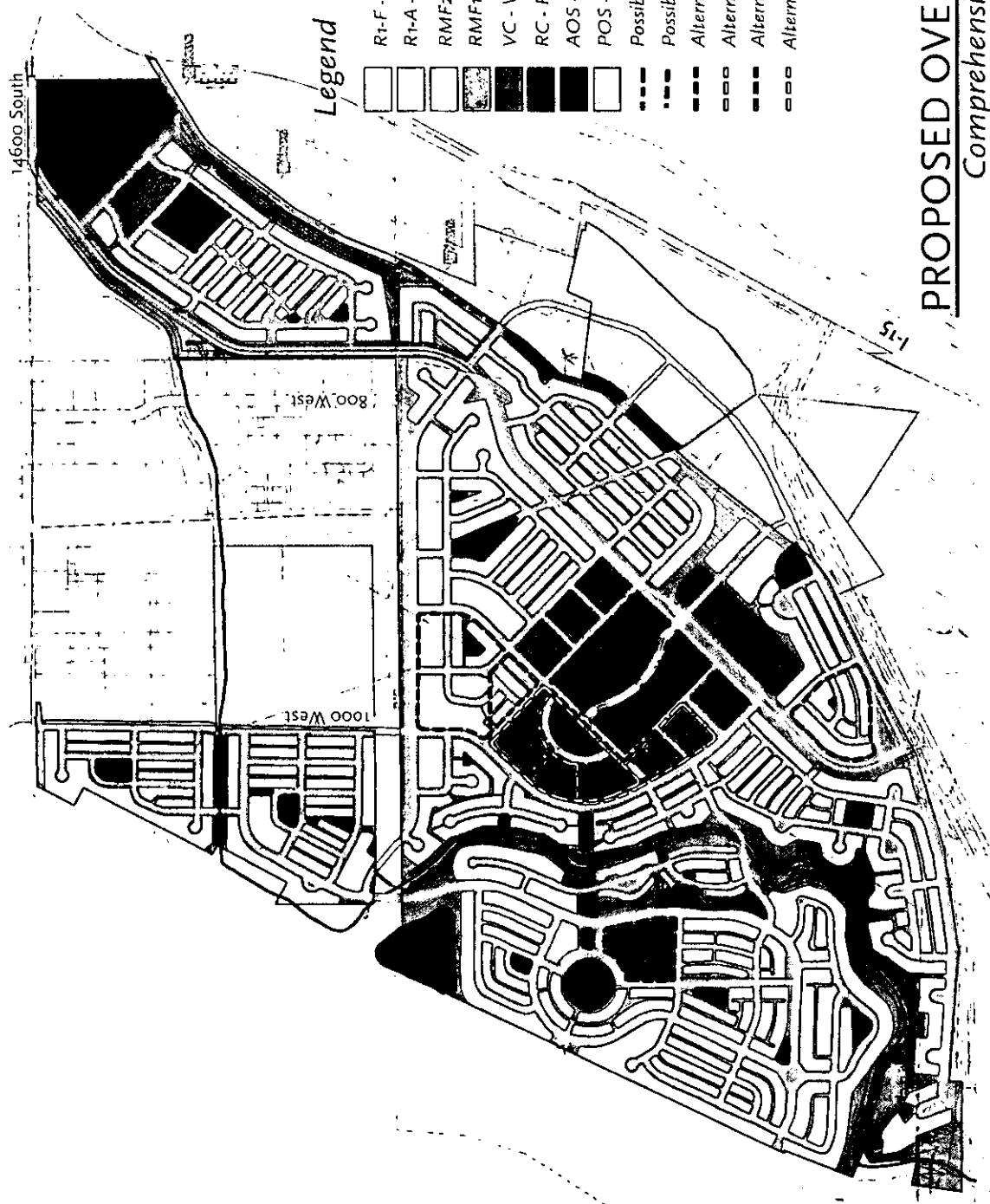
I View from the off ramp at 14600 South looking southwest



EXISTING CONDITIONS

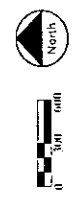
Photo Study



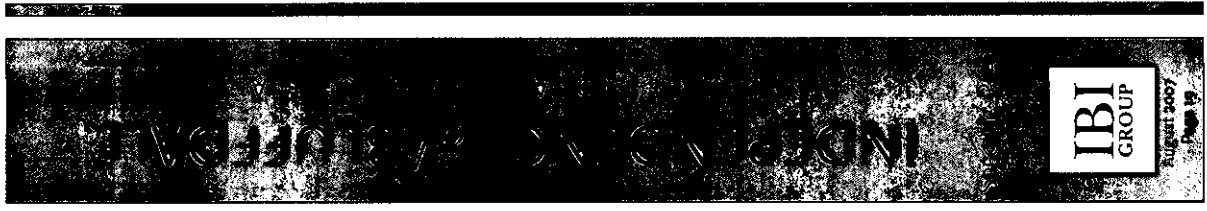


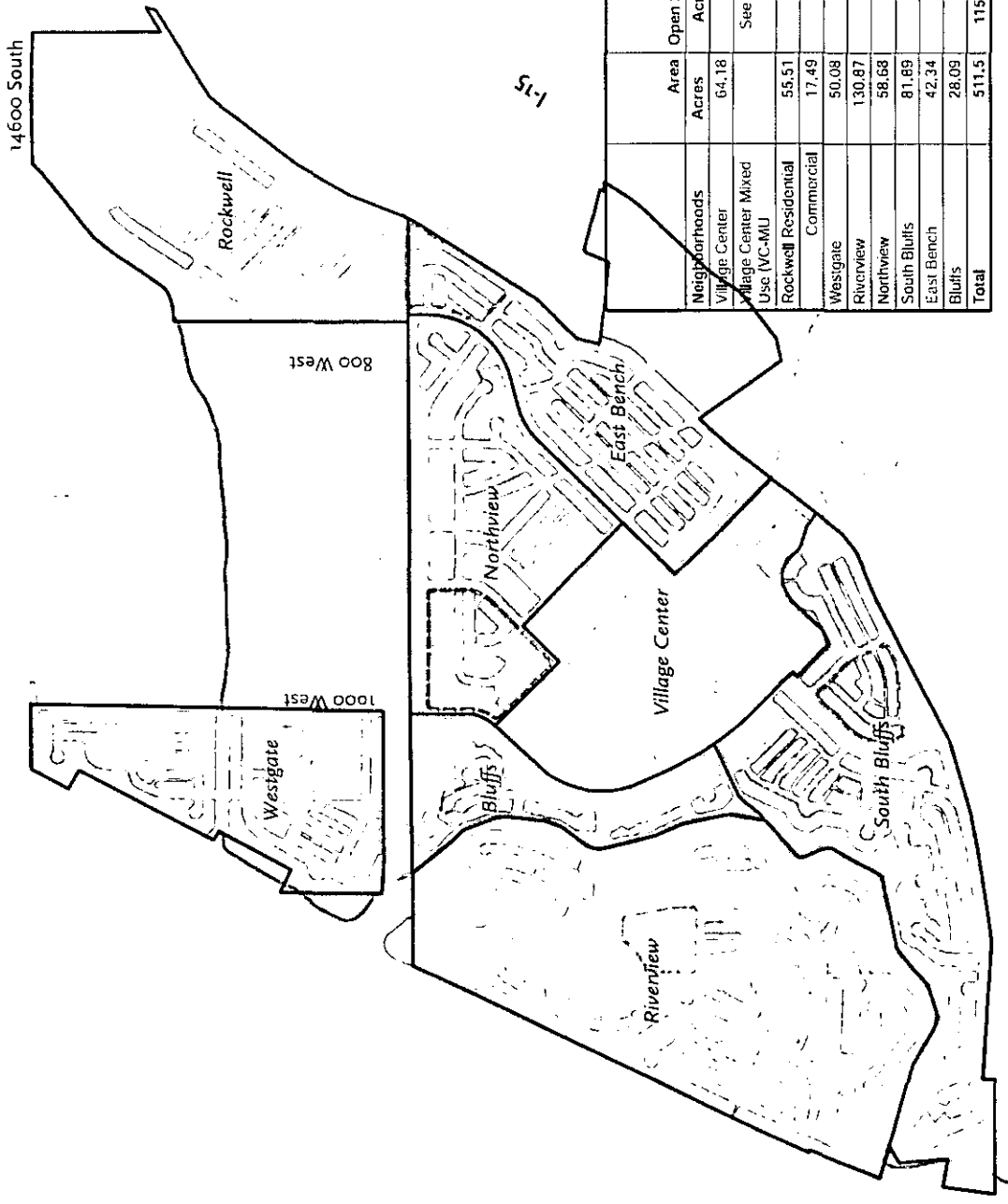
Legend

- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible Church Site
- Possible School Site
- Alternative School Site 1
- Alternative School Site 2
- Alternative School Site 3
- Alternative School Site 4



PROPOSED OVERLAY ZONES
Comprehensive Plan





Neighborhoods	Area		Open Space		Resid. Units	Residential above Commercial only	
	Acres	%	Acres	%		Dnsty	Gross
Village Center	64.18	12.7	See Above	20%	711	0	11.07
Village Center Mixed Use (VC-MU)				See Above			90
Rockwell Residential	55.51	15.4	15.4	28%	346	0	6.2
Commercial	17.49	NA	NA	NA		0	NA
Westgate	50.08	6.4	6.4	13%	393	0	7.8
Riverview	130.87	36.2	36.2	34%	897	0	6.9
Northview	58.68	7.1	7.1	12%	386	0	6.57
South Bluffs	81.89	19.2	19.2	23%	406	0	4.95
East Bench	42.34	11.1	11.1	26%	265	0	6.3
Bluffs	28.09	3.1	3.1	12%	188	0	6.69
Total	511.5	115.79	115.79	22.64%	3392	90	7.2

* EXCLUDES LAND NOT SHOWN AS LULU, RIVERVIEW, WESTGATE, SOUTH BLUFFS, EAST BENCH, VILLAGE CENTER, ROCKWELL, AND DEVELOPMENT IN ASSESSMENT

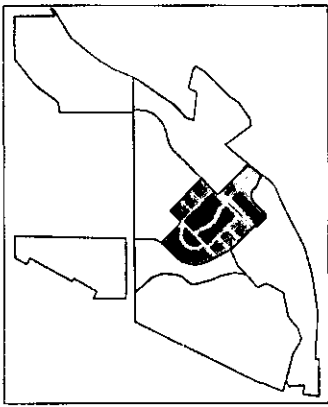


PROPOSED OVERLAY ZONES



Neighborhood Statistics

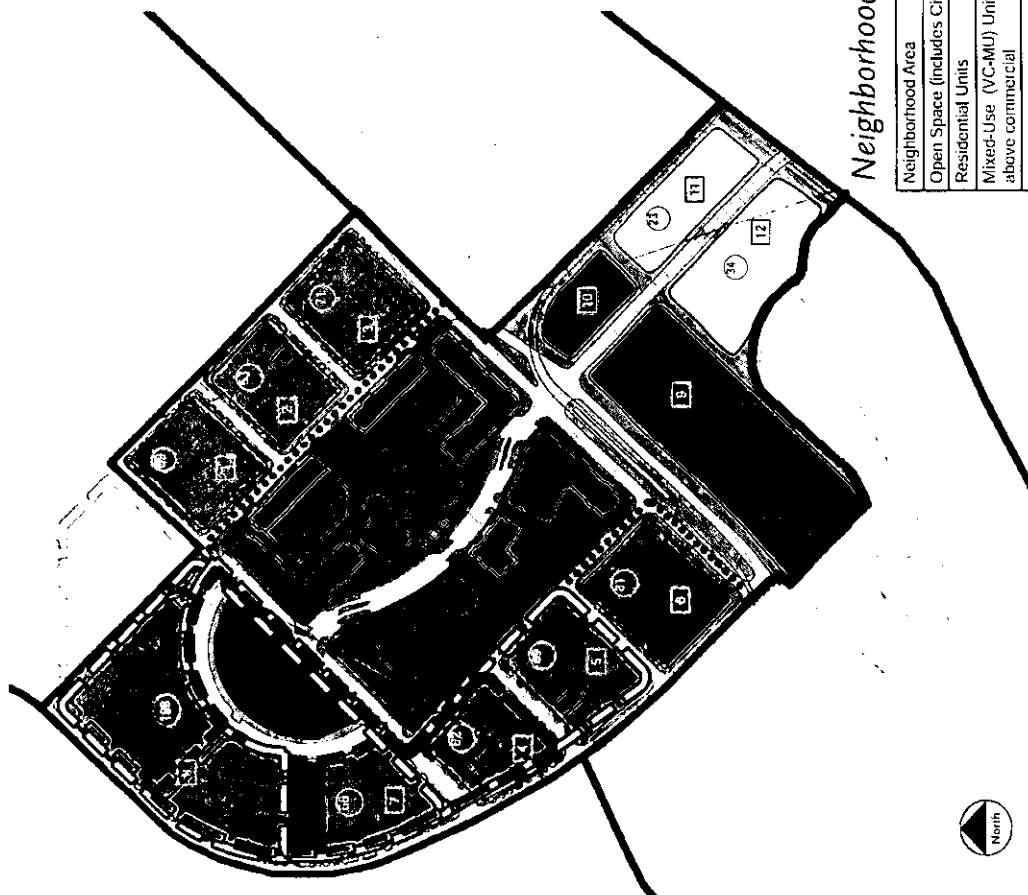




Key Map

Legend

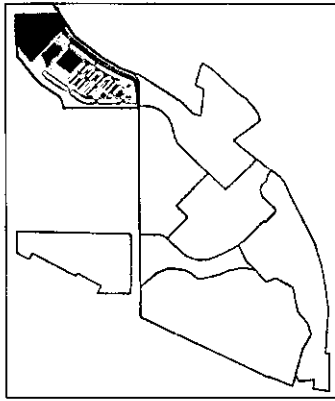
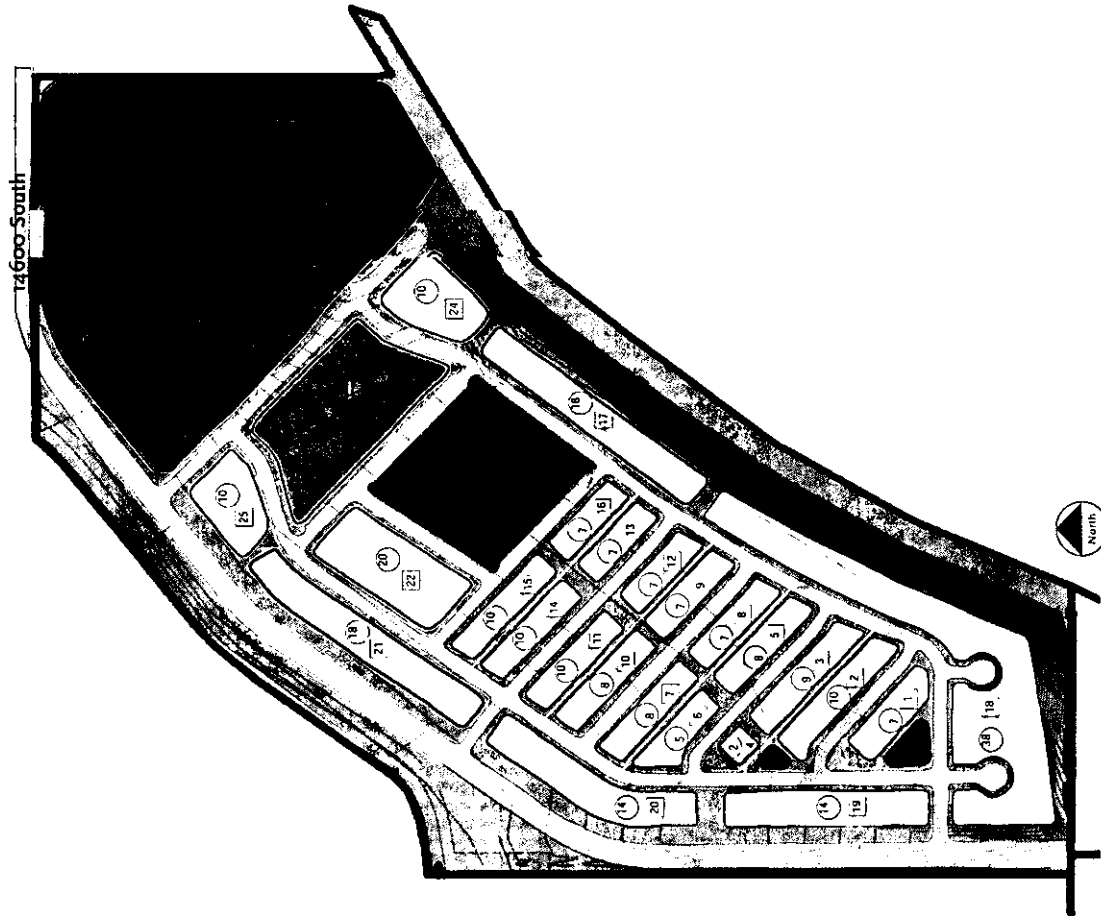
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- Rt-A - Resd. Alley Fed
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- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Alternative School Site 1
- Alternative School Site 2
- Alternative School Site 3
- Alternative School Site 4
- Block Number
- Number of Units in a block



Neighborhood Statistics

Neighborhood Area	64.18 ac
Open Space (includes Civic Plazas)	12.7 ac 20%
Residential Units	711
Mixed-Use (VC-MU) Units on Main Street above commercial	90
Commercial Area	18 ac

PROPOSED OVERLAY ZONES
Village Center



Key Map

Legend

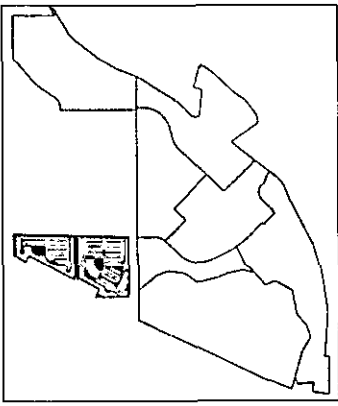
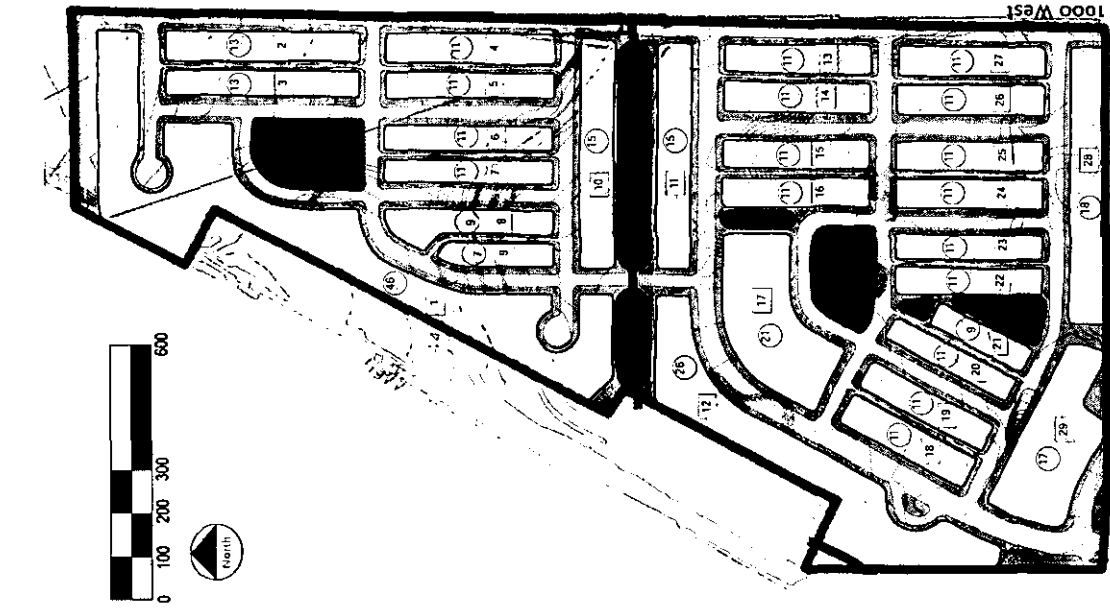
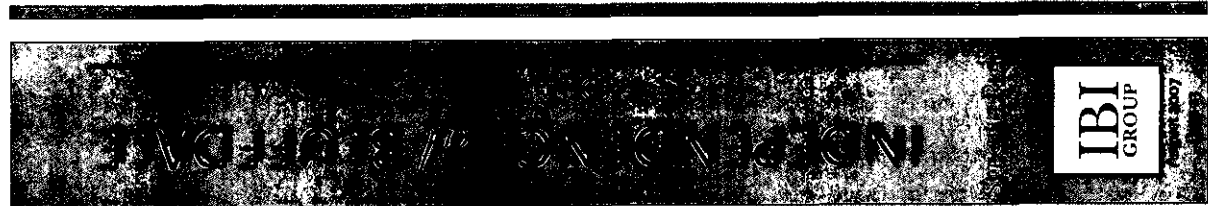
- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Block Number
- Number of Units in a block

Neighborhood Statistics

Neighborhood Area Total	73 ac
Residential	55.51 ac
Commercial (outside mu zone)	17.49 ac
Open Space	15.4 ac
Residential Units	346



PROPOSED OVERLAY ZONES
Rockwell Neighborhood



Key Map

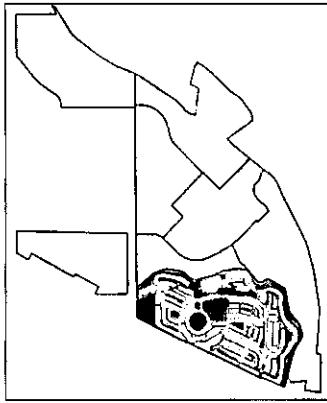
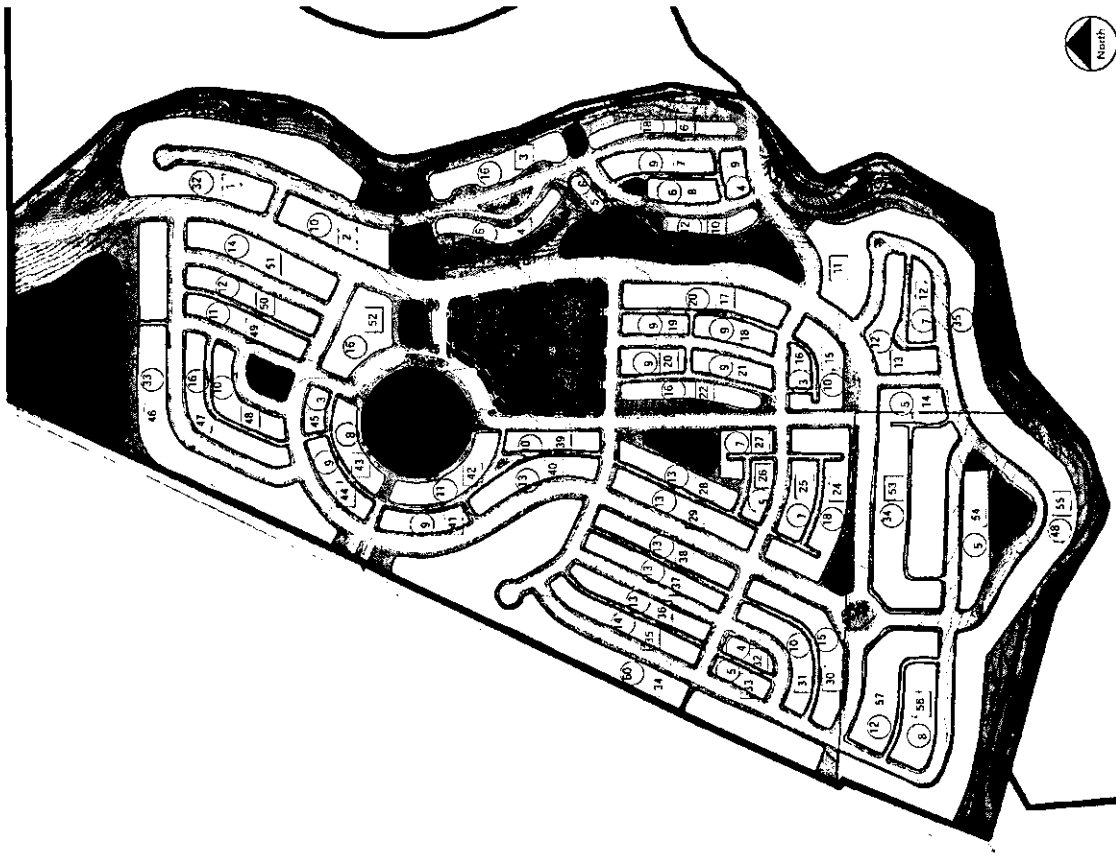
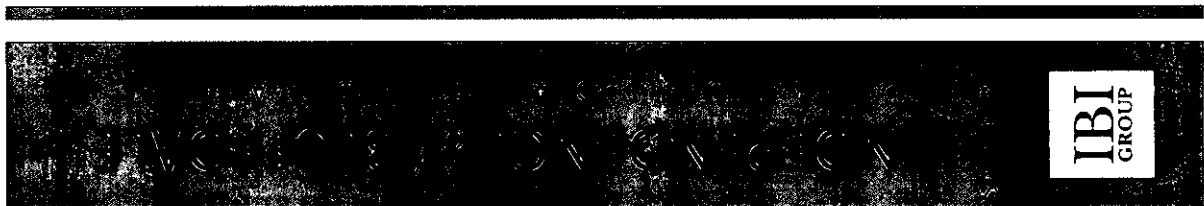
Legend

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- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Pasive Open Space
- Block Number
- Number of Units in a block

Neighborhood Statistics

Neighborhood Area	50.08 ac
Open Space	6.40 ac
Residential Units	393
Commercial Area	0%

PROPOSED OVERLAY ZONES
Westgate Neighborhood



Key Map

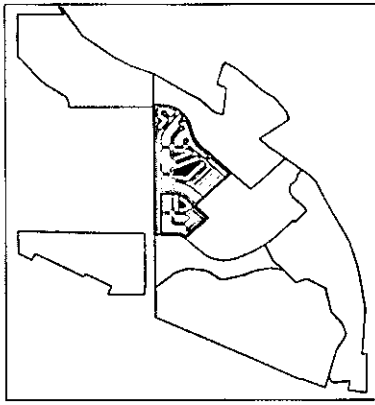
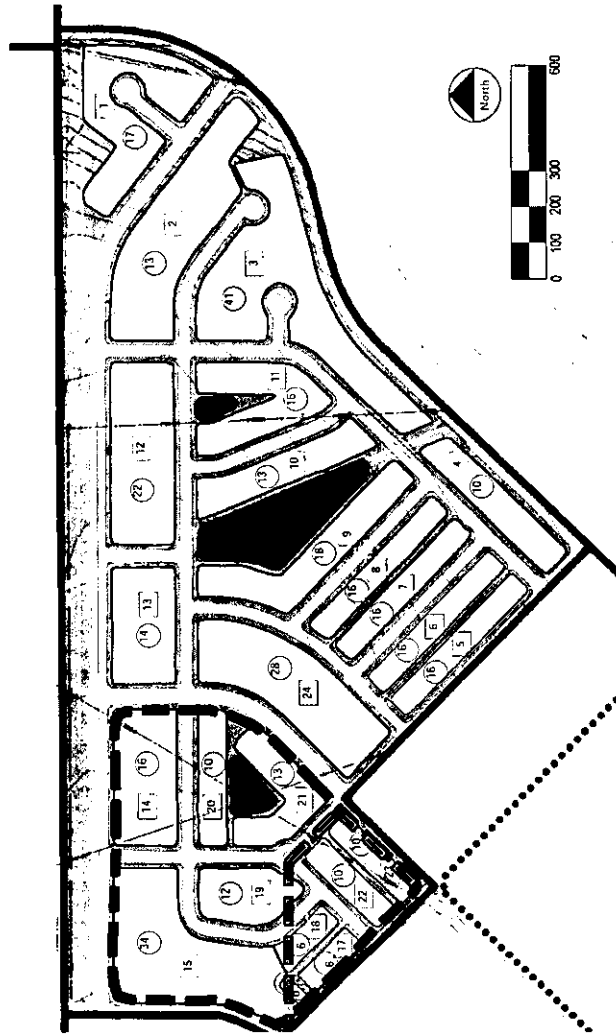
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- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible Church Site
- Block Number
- Number of Units in a block

Neighborhood Statistics

Neighborhood Area	130.87 ac
Open Space	36.2 ac 28%
Residential Units	897
Commercial Area	0 0%

PROPOSED OVERLAY ZONES
Riverview Neighborhood



Key Map

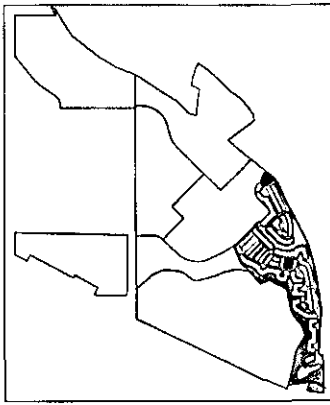
Legend

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- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible School Site
- Alternative School Site 1
- Block Number
- Number of Units in a block

Neighborhood Statistics

Neighborhood Area	58.68 ac	
Open Space	7.1 ac	12.1%
Residential Units	386	
Commercial Area	0	0%

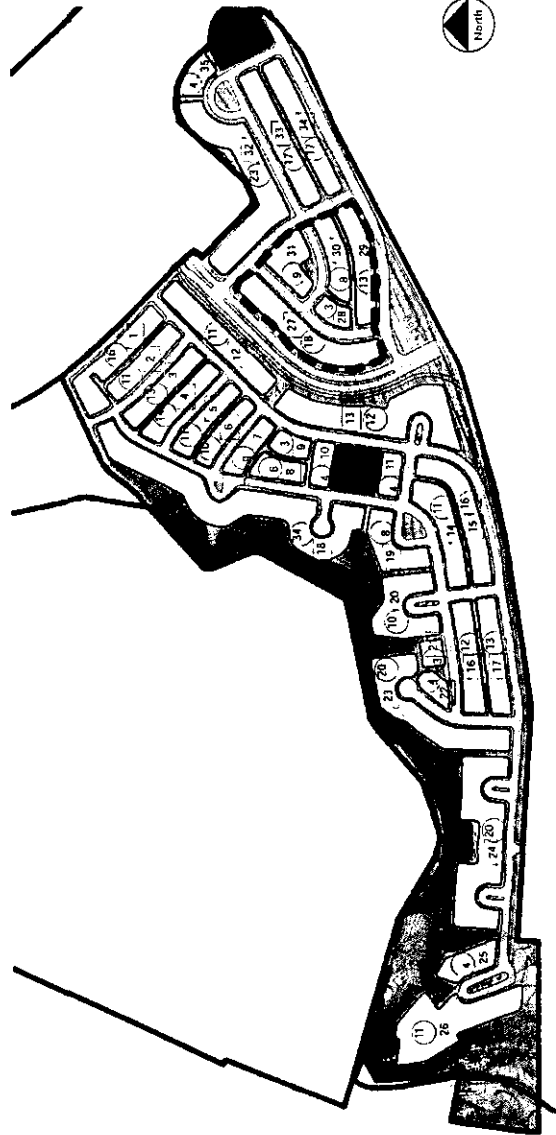
PROPOSED OVERLAY ZONES
Northview Neighborhood



Key Map

Legend

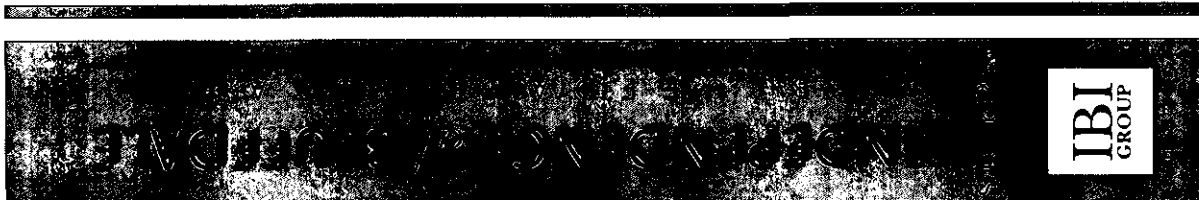
- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
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- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible Church Site
- Block Number
- Number of Units in a block

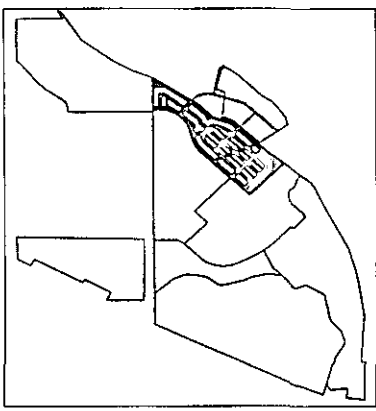
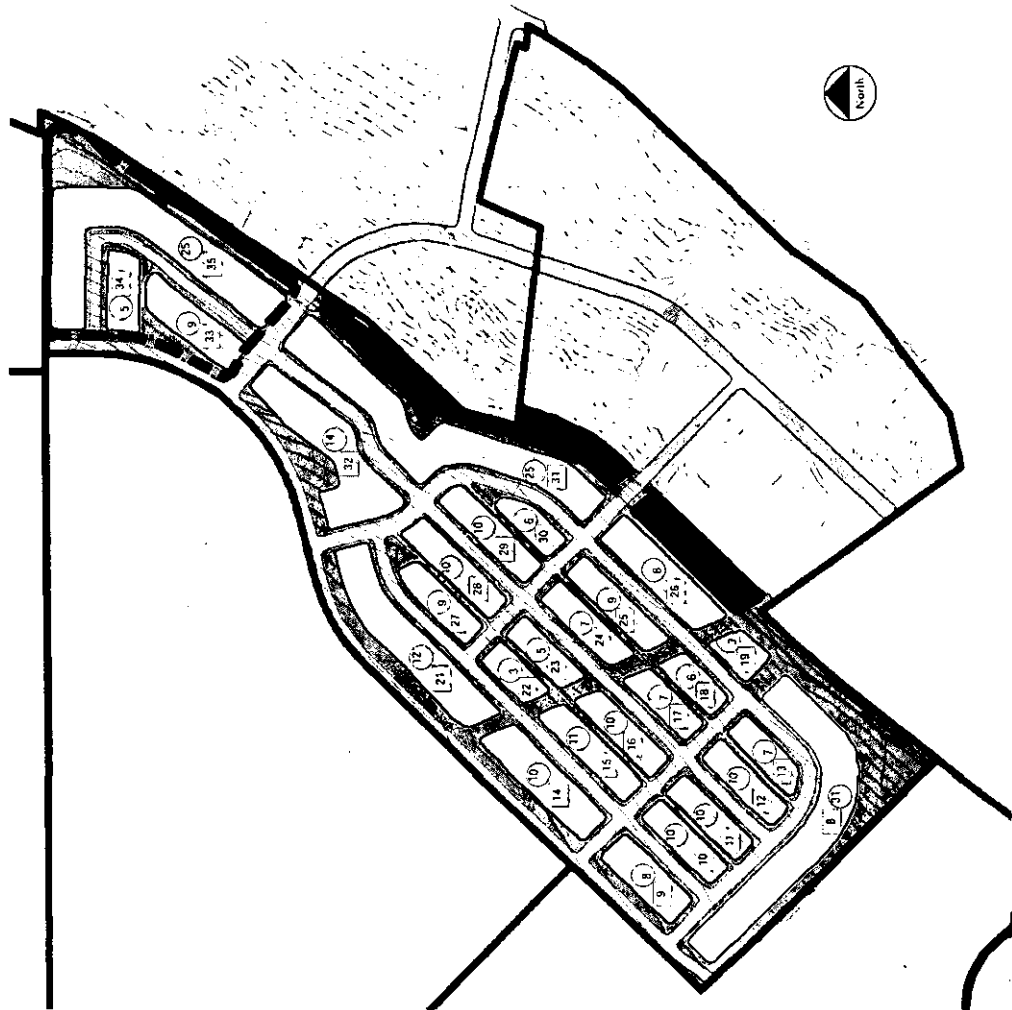
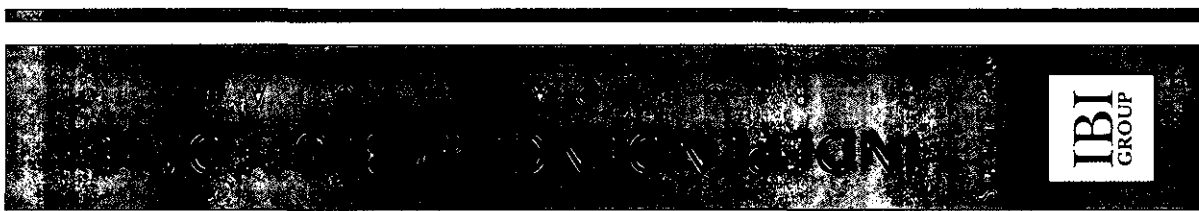


Neighborhood Statistics

Neighborhood Area	81.89 ac
Open Space	19.20 ac 23%
Residential Units	406
Commercial Area	0 0%

PROPOSED OVERLAY ZONES
South Bluffs Neighborhood





Key Map

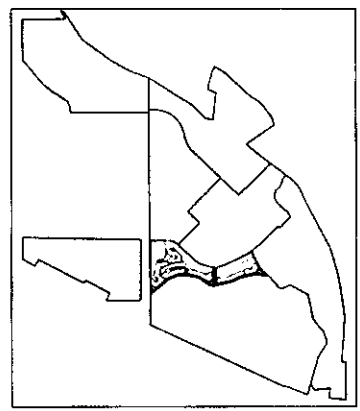
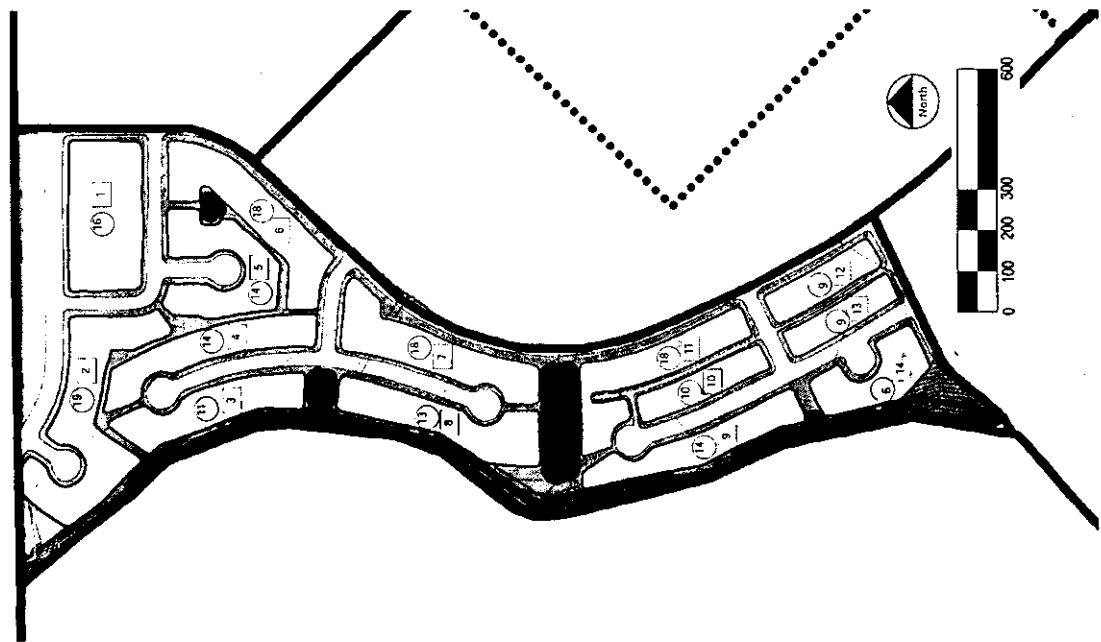
Legend

- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Possible Church Site
- Block Number
- Number of Units in a block

Neighborhood Statistics

Neighborhood Area	42.34 ac
Open Space	11.1 ac 26%
Residential Units	265
Commercial Area	0 0%

PROPOSED OVERLAY ZONES
East Bench Neighborhood



Key Map

Legend

- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Block Number
- Number of Units in a block

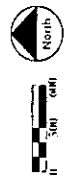
Neighborhood Statistics

Neighborhood Area	28.09 ac	
Open Space	3.1 ac	11%
Residential Units	188	
Commercial Area	0	0%

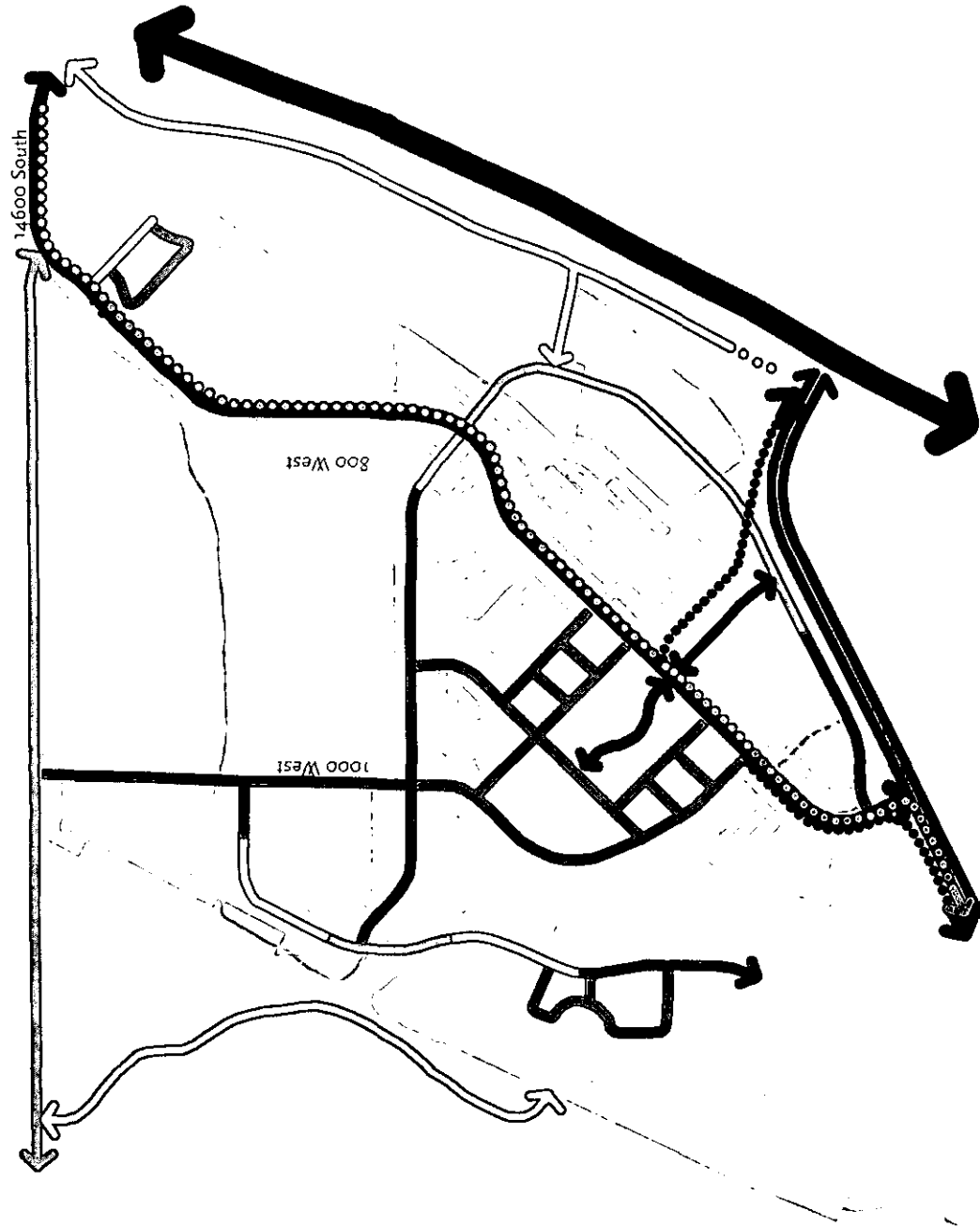
PROPOSED OVERLAY ZONES
Bluffs Neighborhood

Legend

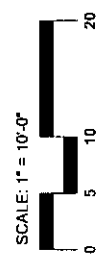
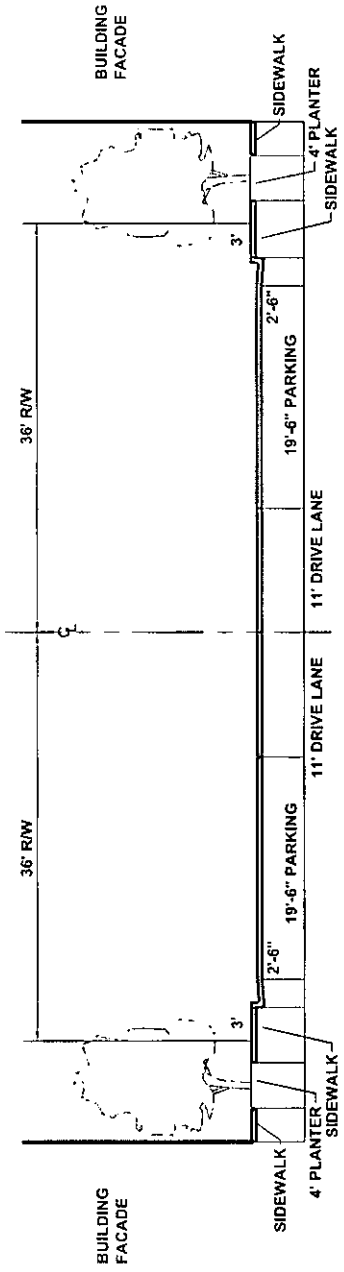
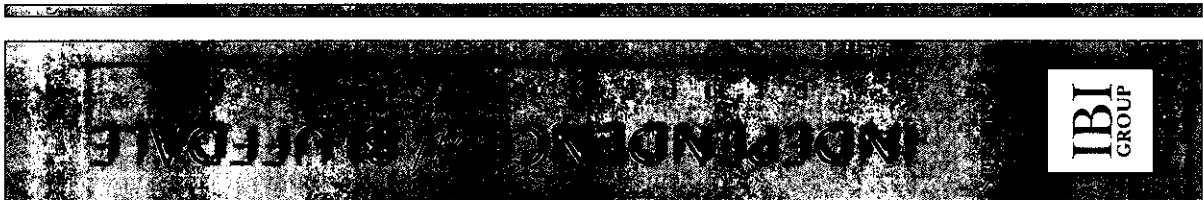
- EXISTING FREEWAY
- PROPOSED FREEWAY
- BOULEVARD
- 14600 SOUTH
- COLLECTOR TYPE 1
- COLLECTOR TYPE 2
- COLLECTOR TYPE 3
- HIGH DENSITY RESIDENTIAL STREET
- MAIN STREET
- POSSIBLE FRONTAGE ROAD ALIGNMENT
- 1300 WEST ACCESS
- FUTURE LRT
- BUS RAPID TRANSIT
- RESIDENTIAL STREET
- RESIDENTIAL ALLEY



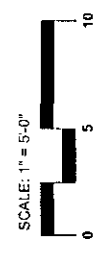
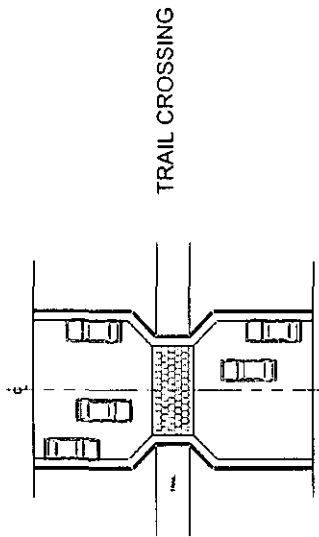
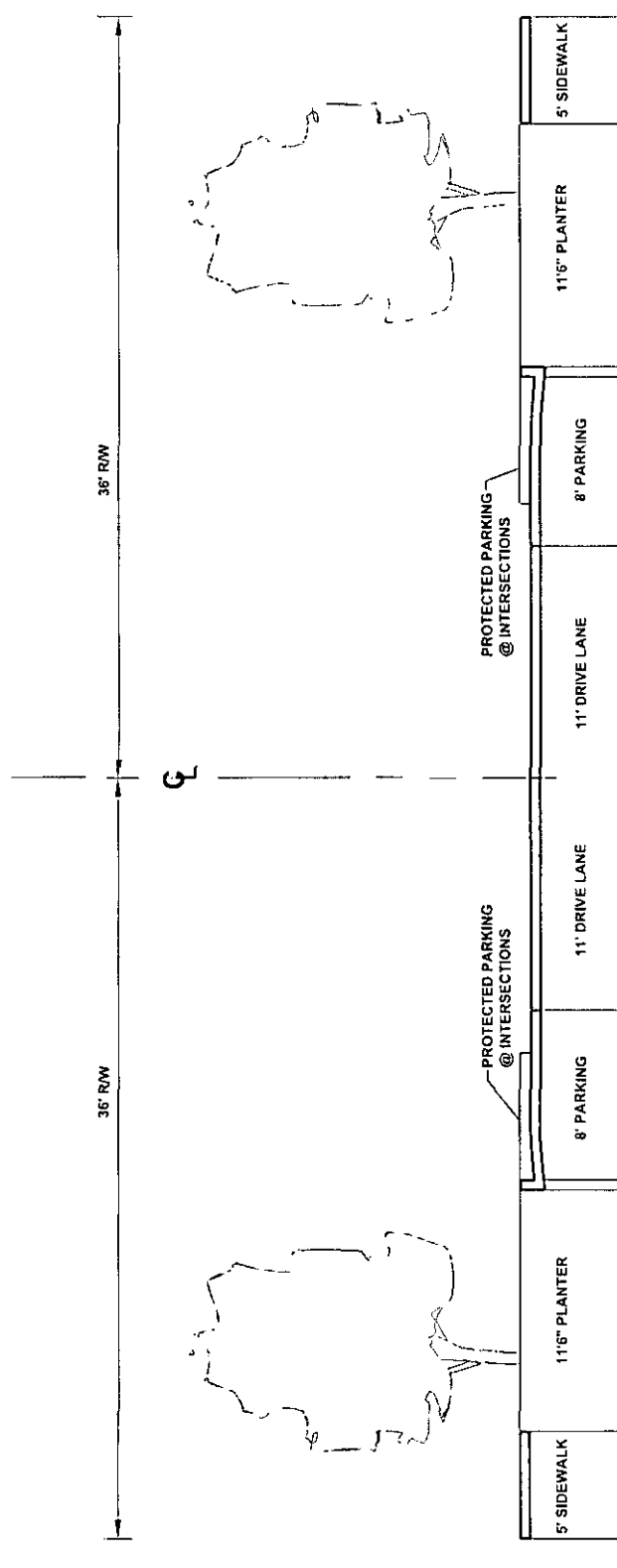
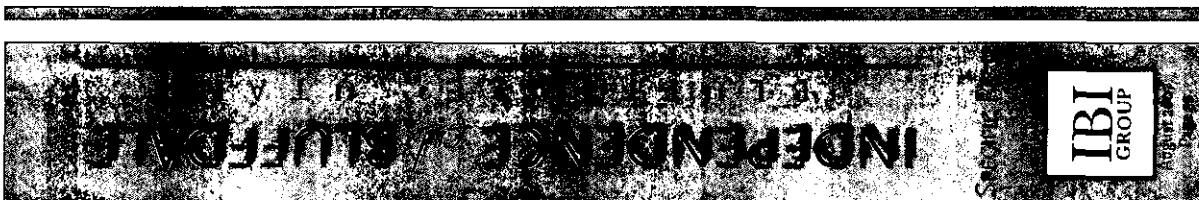
VEHICULAR CIRCULATION
Master Plan



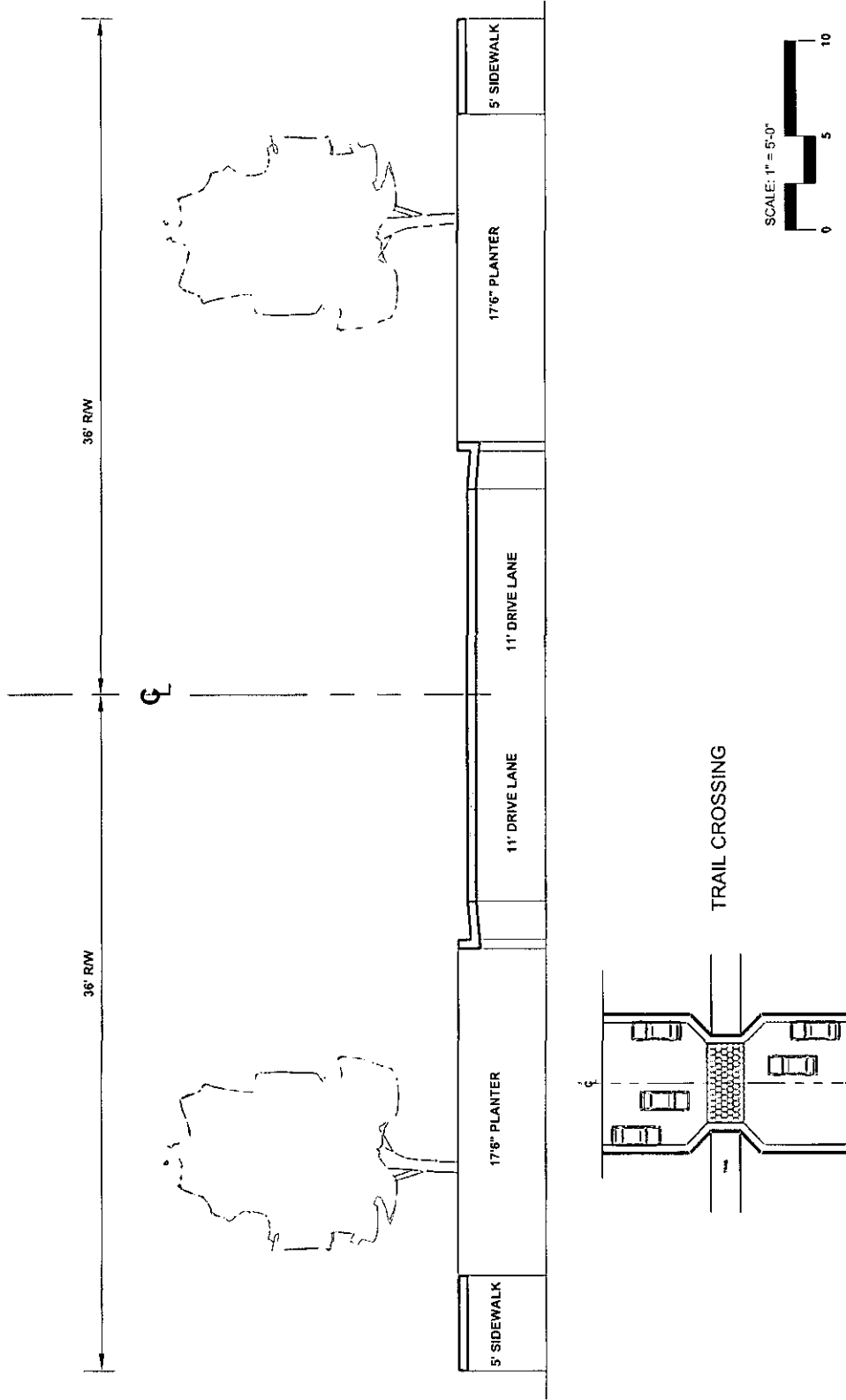
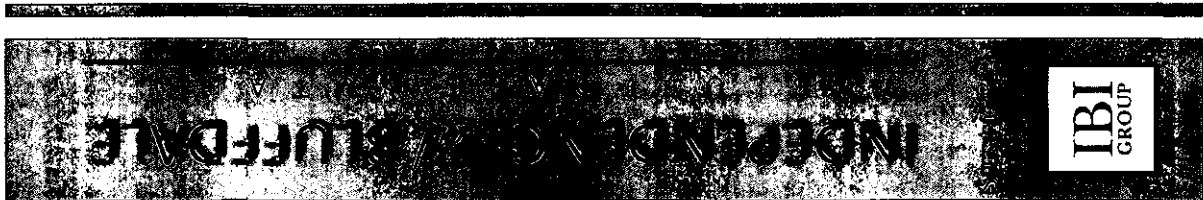
INDEPENDENT SUFFOLK



MAIN STREET
On-Street Parking- 72' R/W

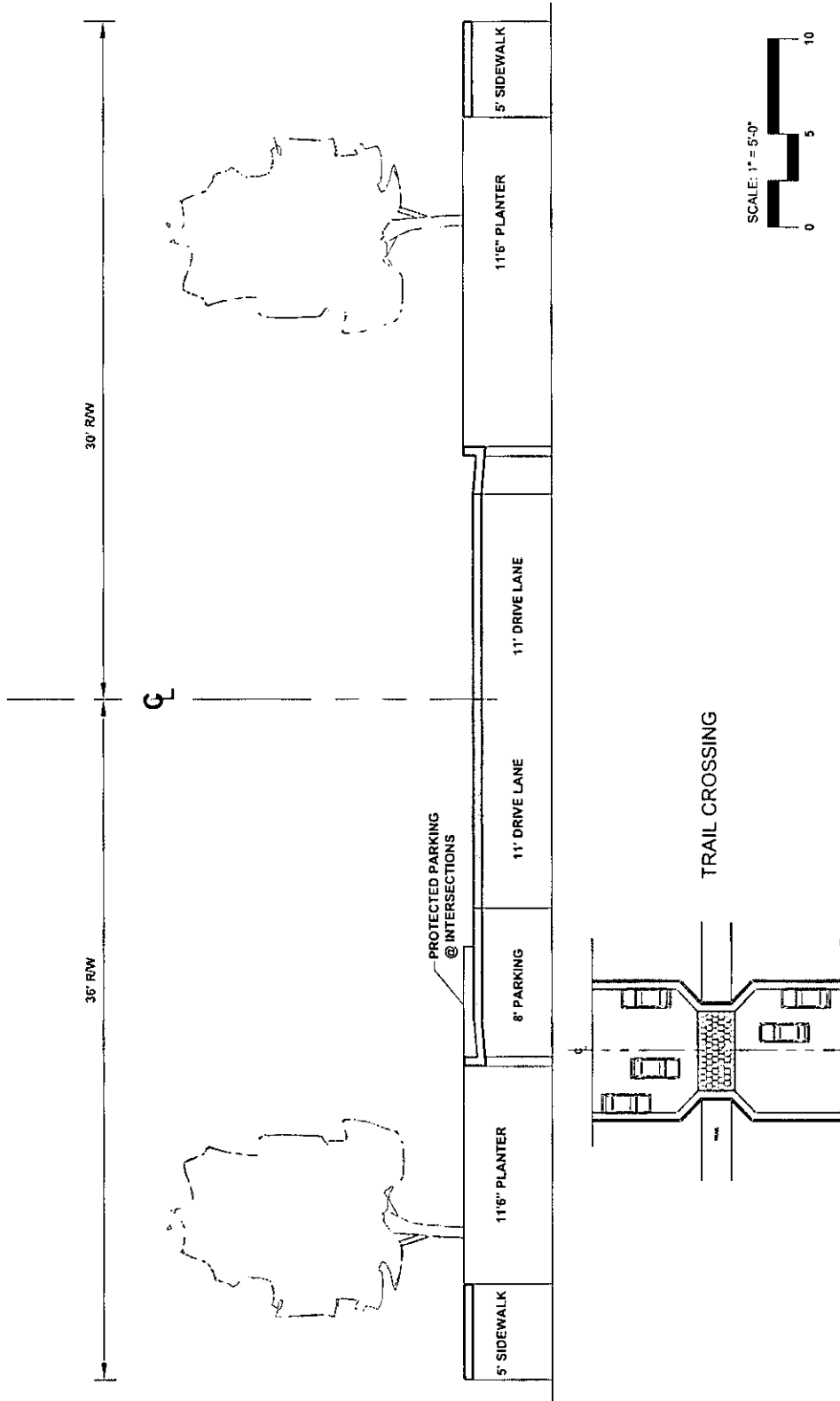


COLLECTOR STREET - TYPE 1
On-Street Protected Parking- 72' R/W
Turn Lane May Be Added At Intersections

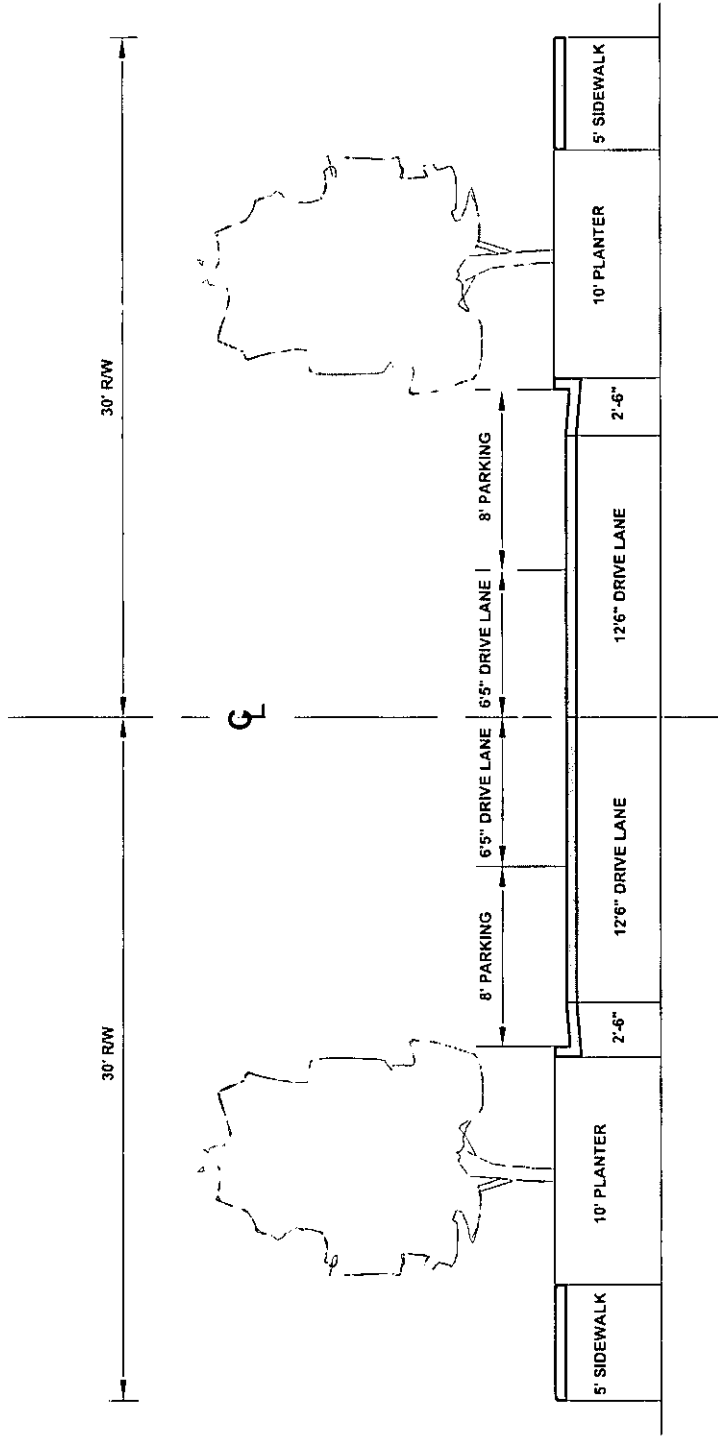
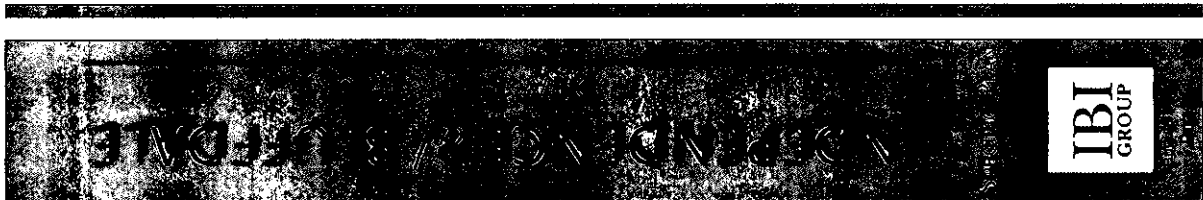


COLLECTOR STREET- TYPE 2

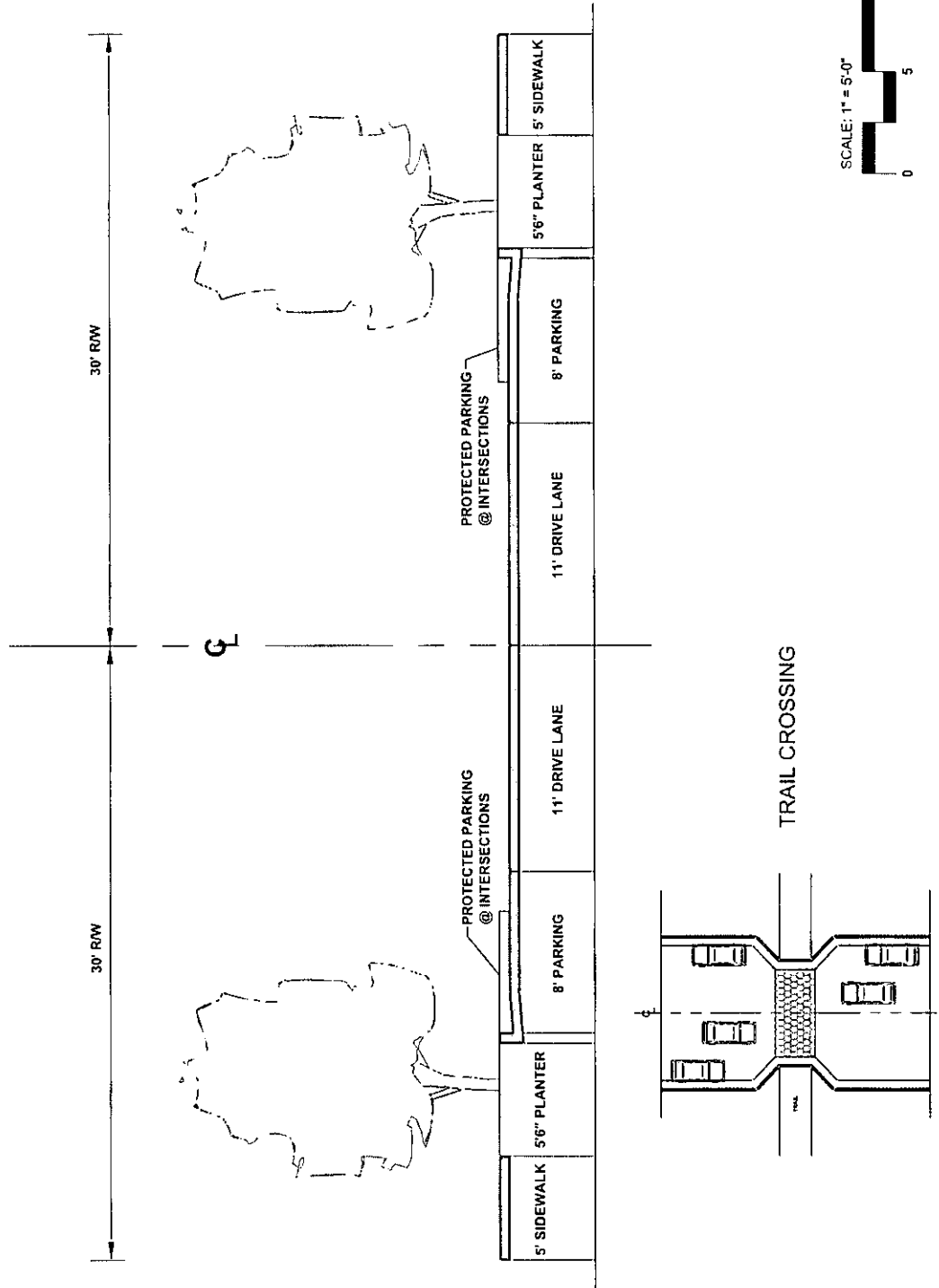
No Parking- 72' R/W
Turn Lane May Be Added At Intersections



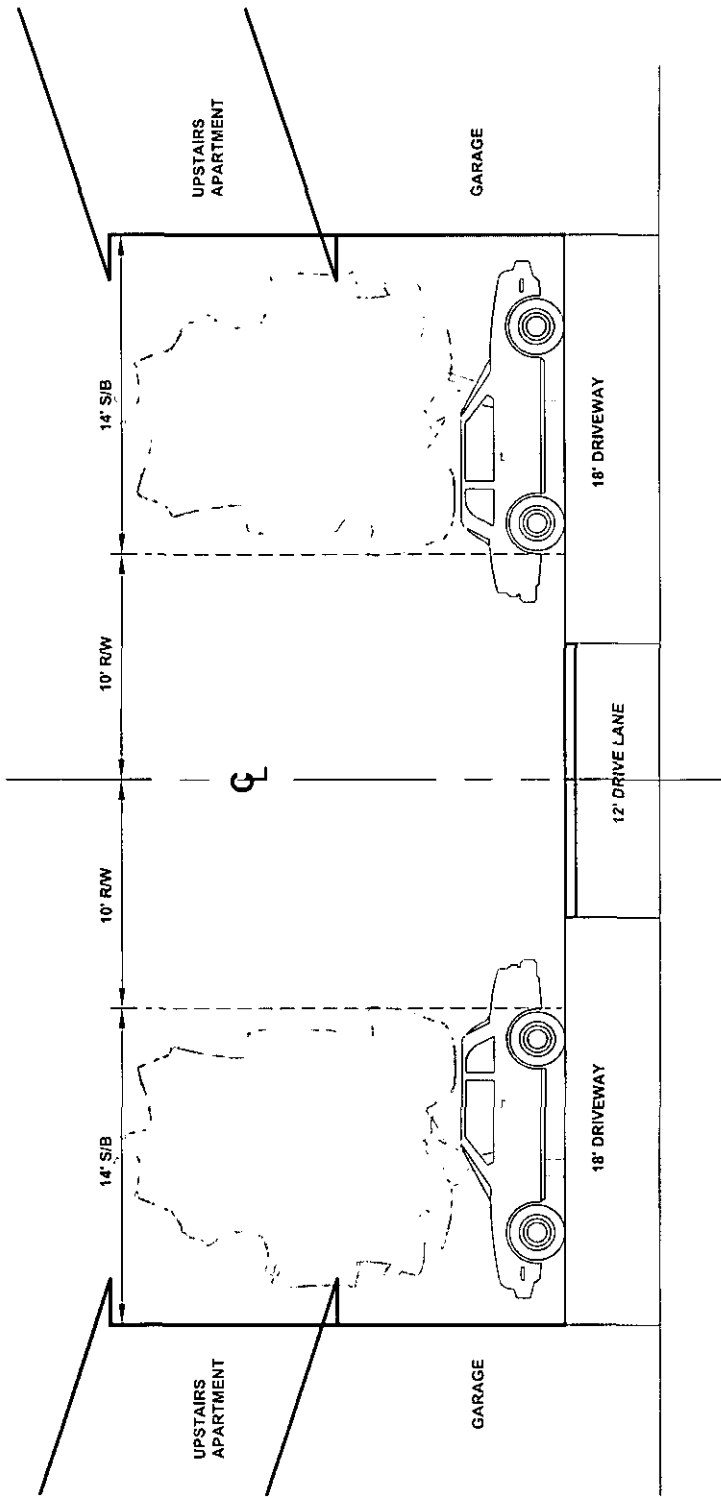
COLLECTOR STREET- TYPE 3
On-Street Protected Parking One Side -72' R/W
Turn Lane May Be Added At Intersections



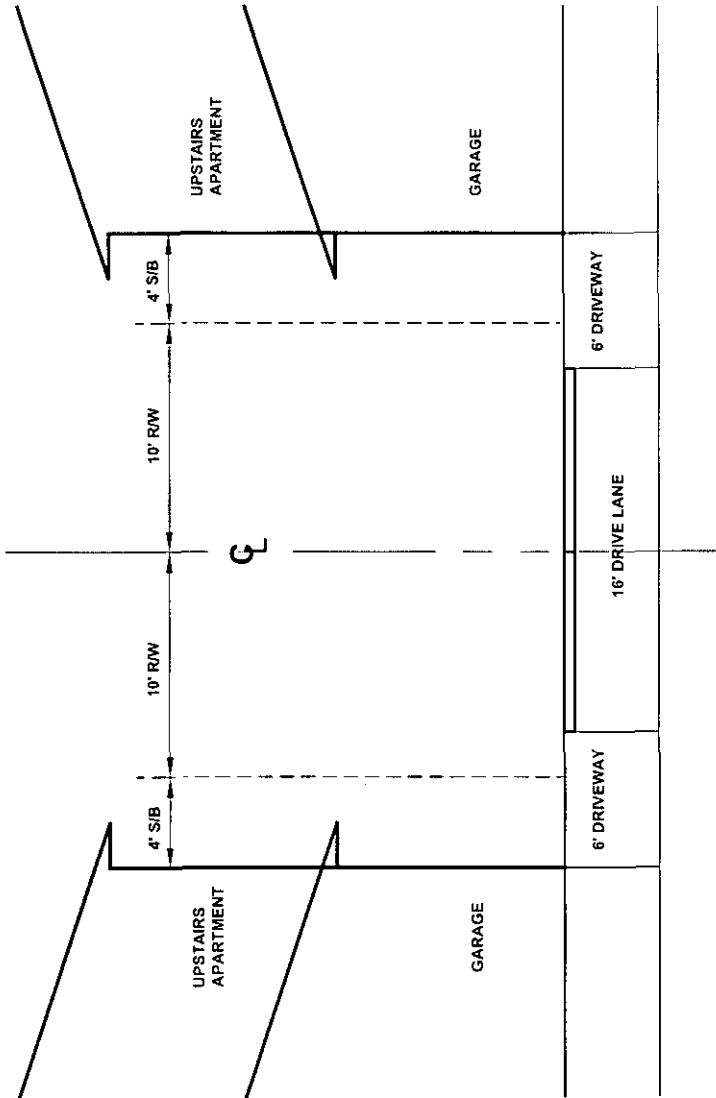
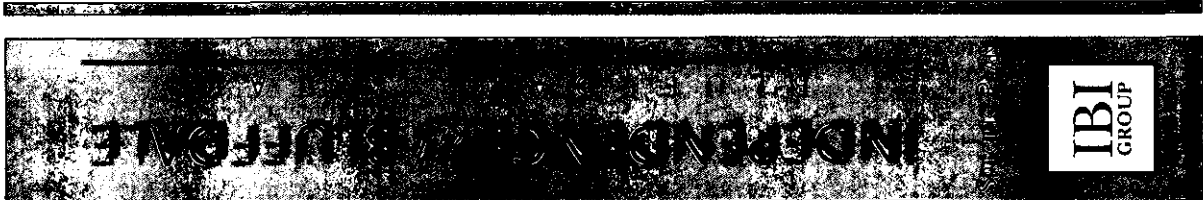
RESIDENTIAL STREET - TYPE 1
On-Street Parking- 60' R/W



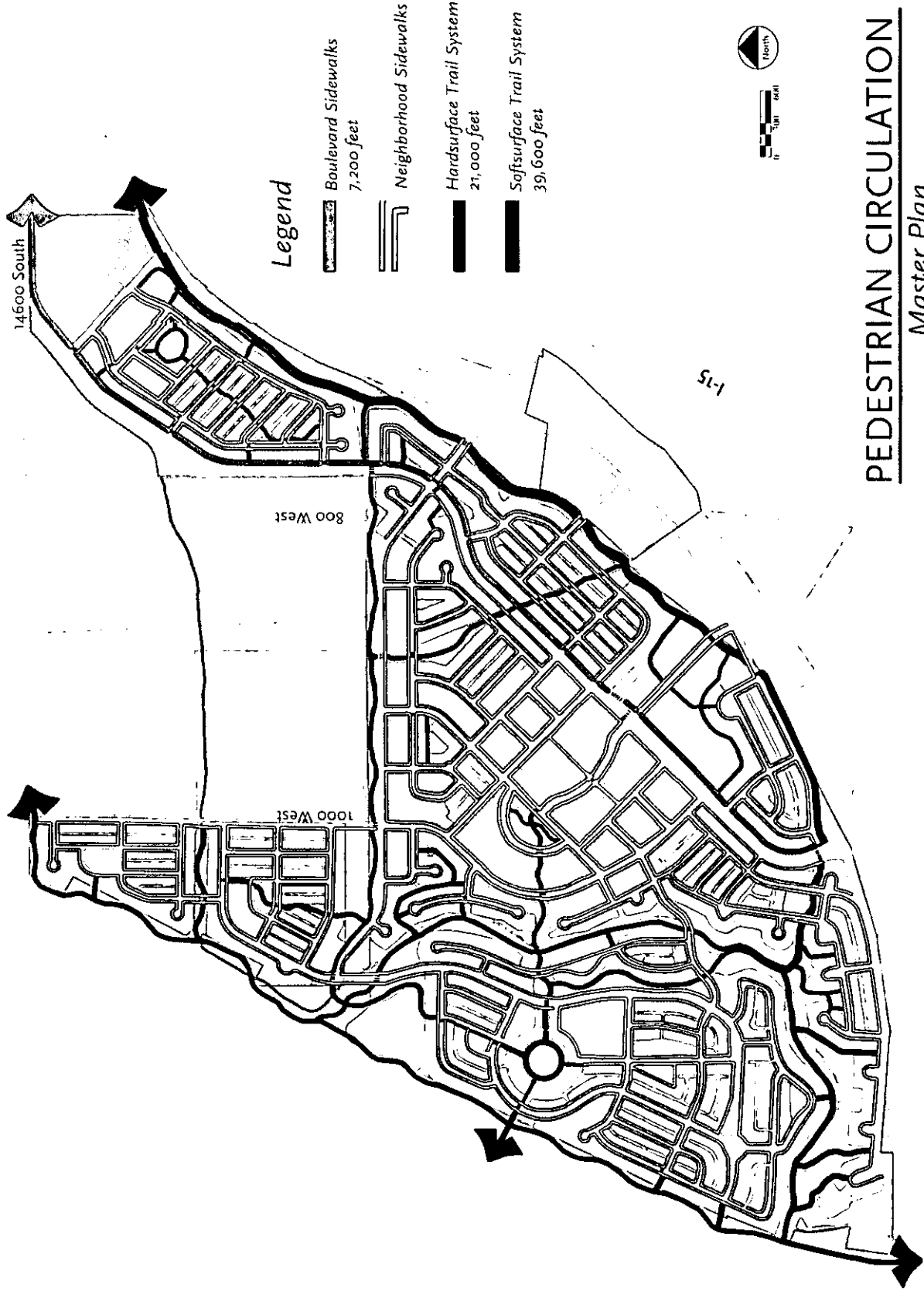
HIGH DENSITY RESIDENTIAL STREET- TYPE 2
On-Street Protected Parking- 60' R/W



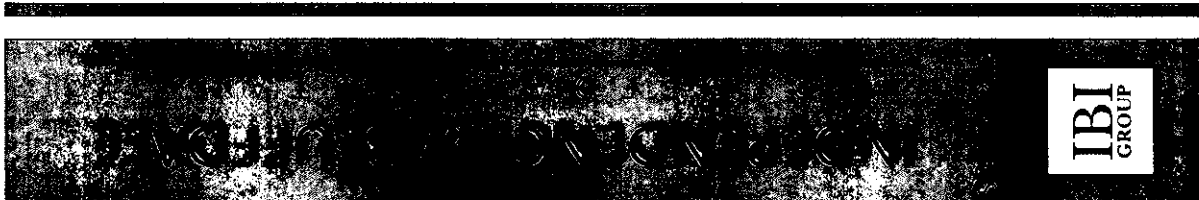
ALLEY TYPE 1
20' R/W

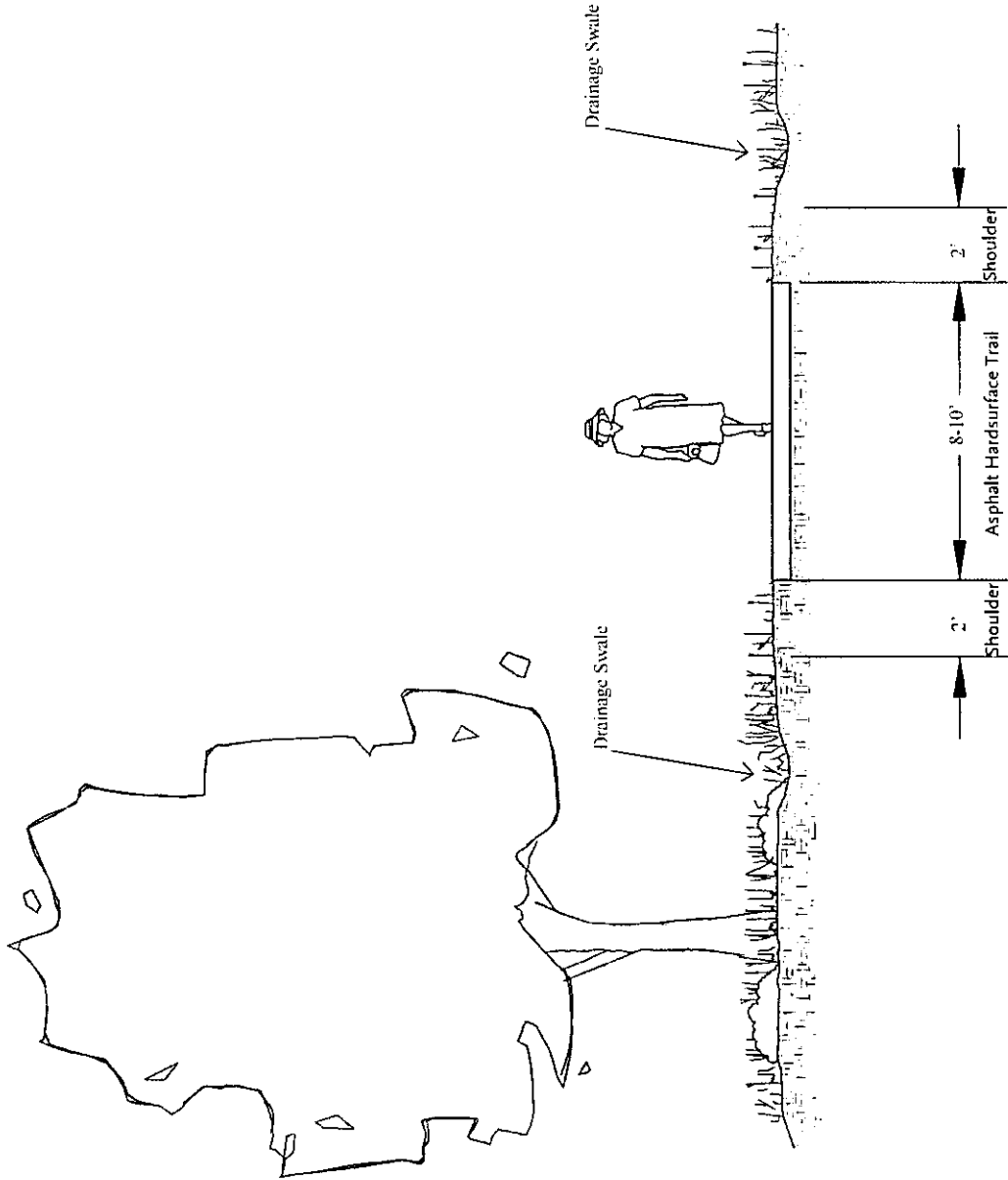
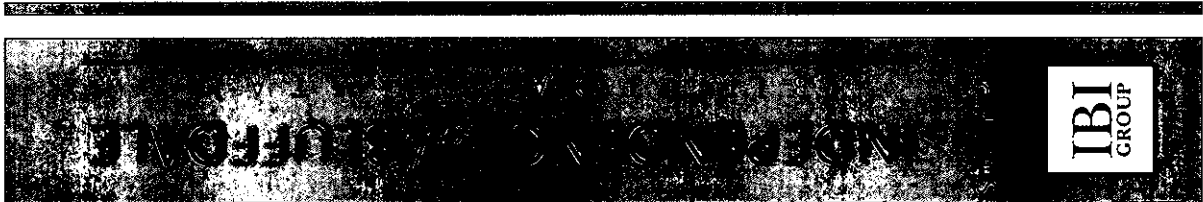


ALLEY TYPE 2
20' R/W



PEDESTRIAN CIRCULATION
Master Plan

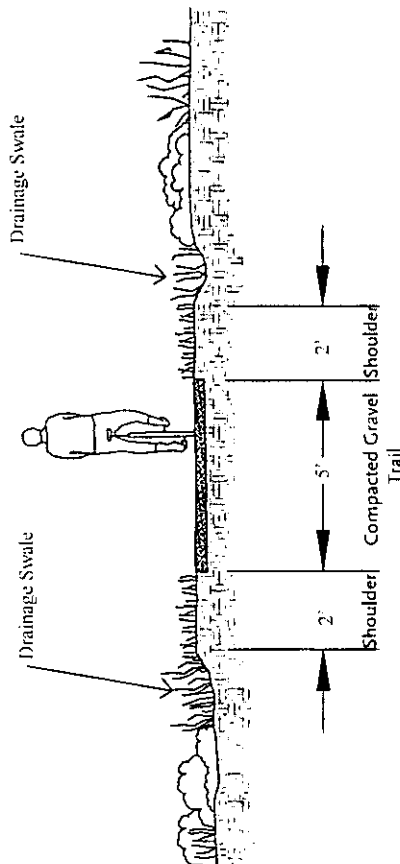
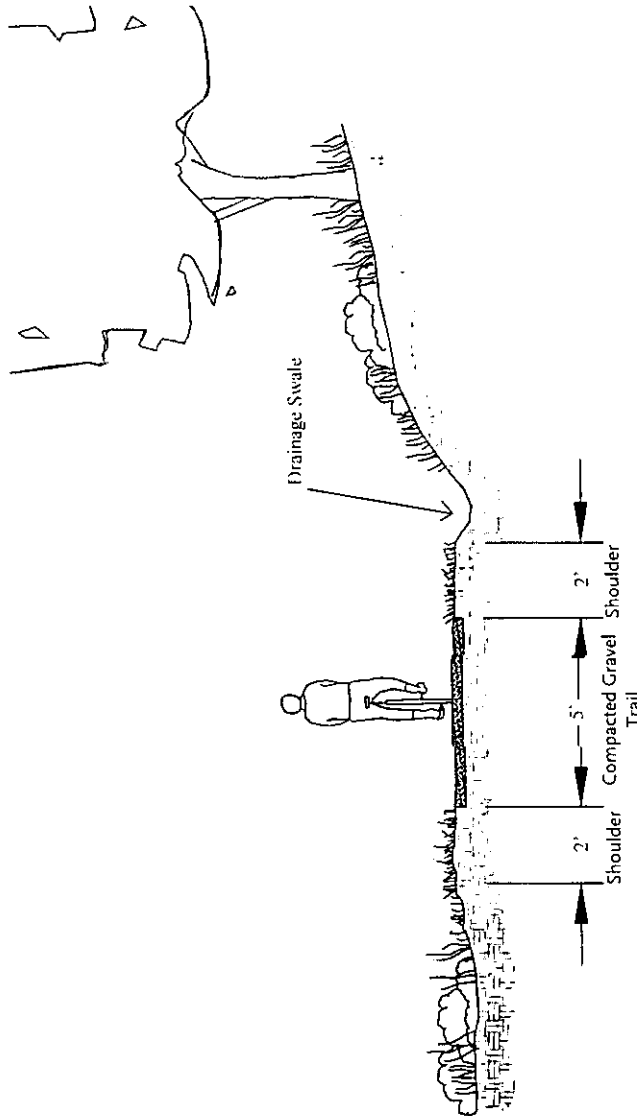
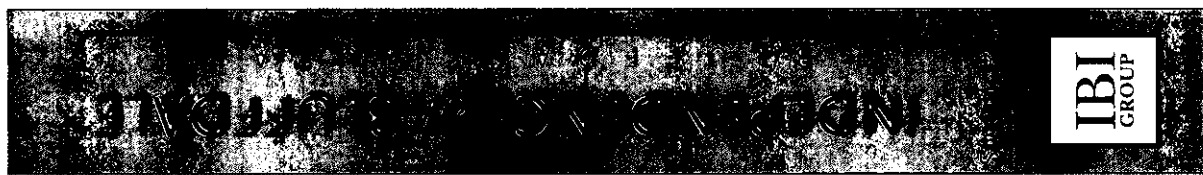




* All city maintained hard surface trail corridors shall have a 10' minimum trail surface.
* HOA maintained hard surface trail corridors shall be per Specific Plan Pedestrian Circulation (pg. 39) or Project Plan Trail System (pg. 20)

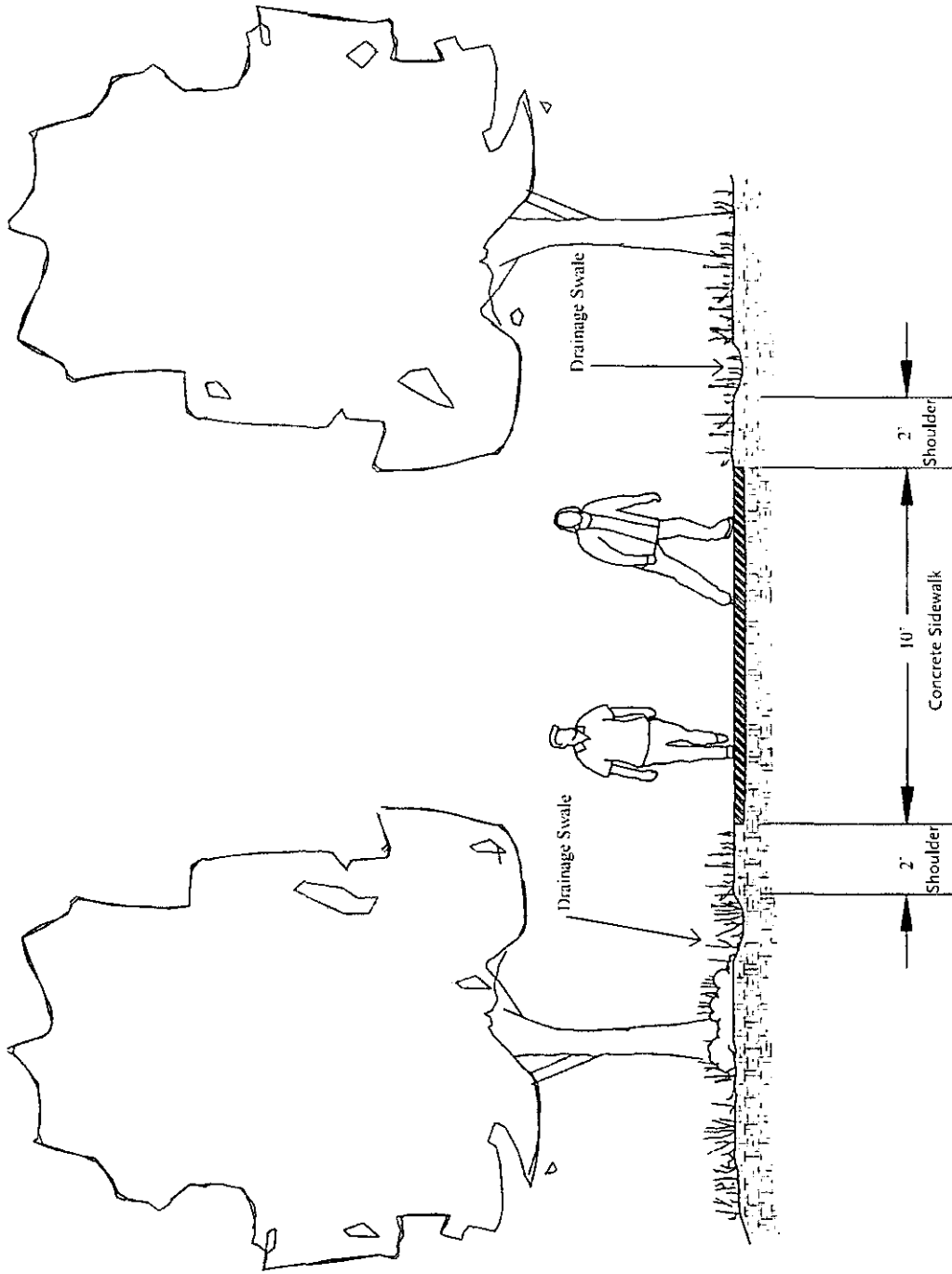
HARDSURFACE TRAIL SYSTEM

Master Plan



SOFTSURFACE TRAIL SYSTEM

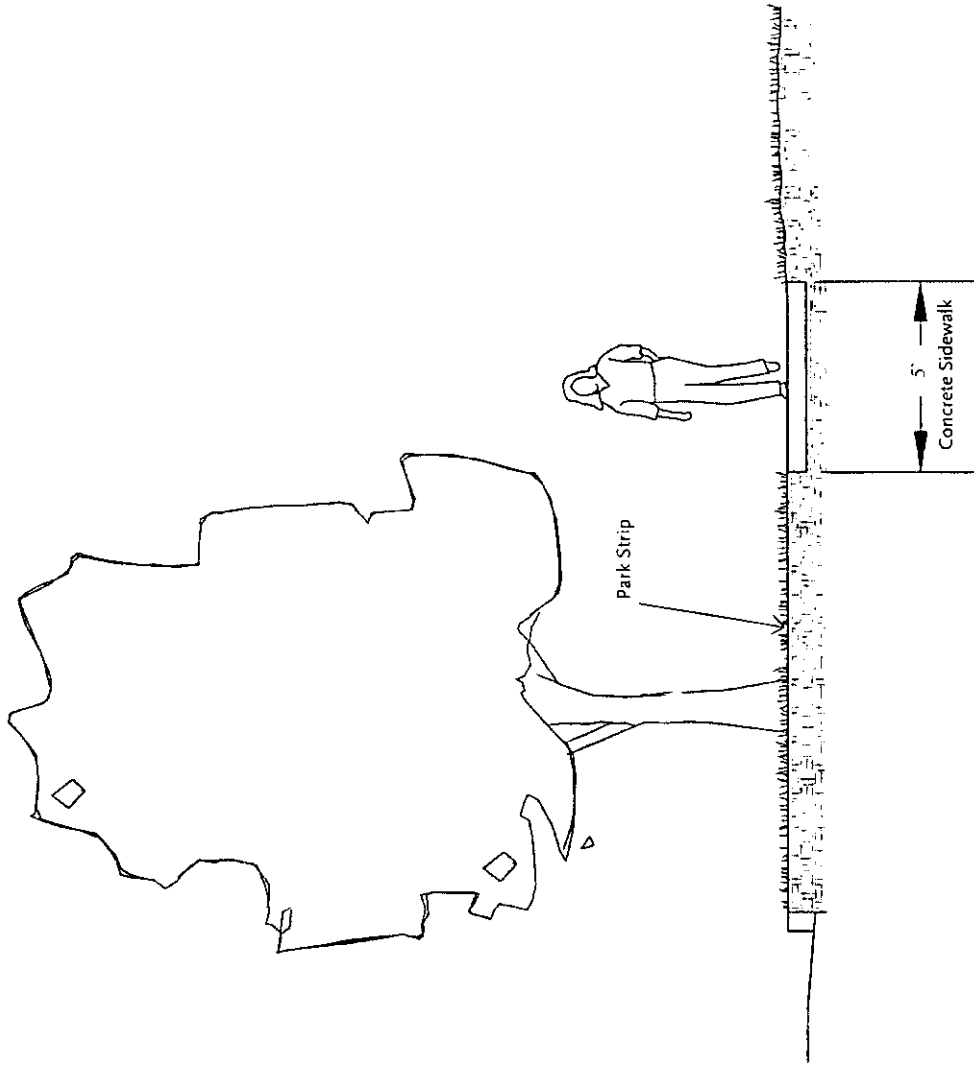
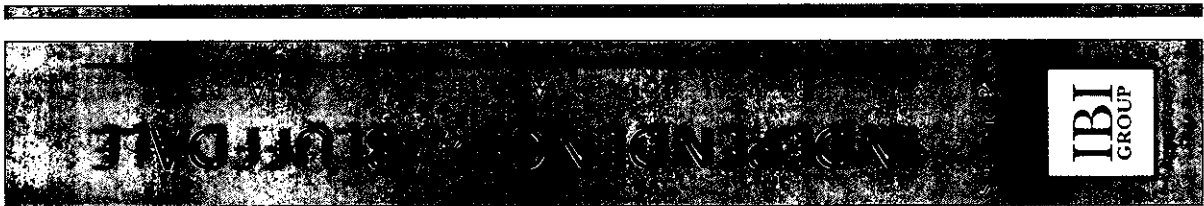
Master Plan



BOULEVARD SIDEWALK

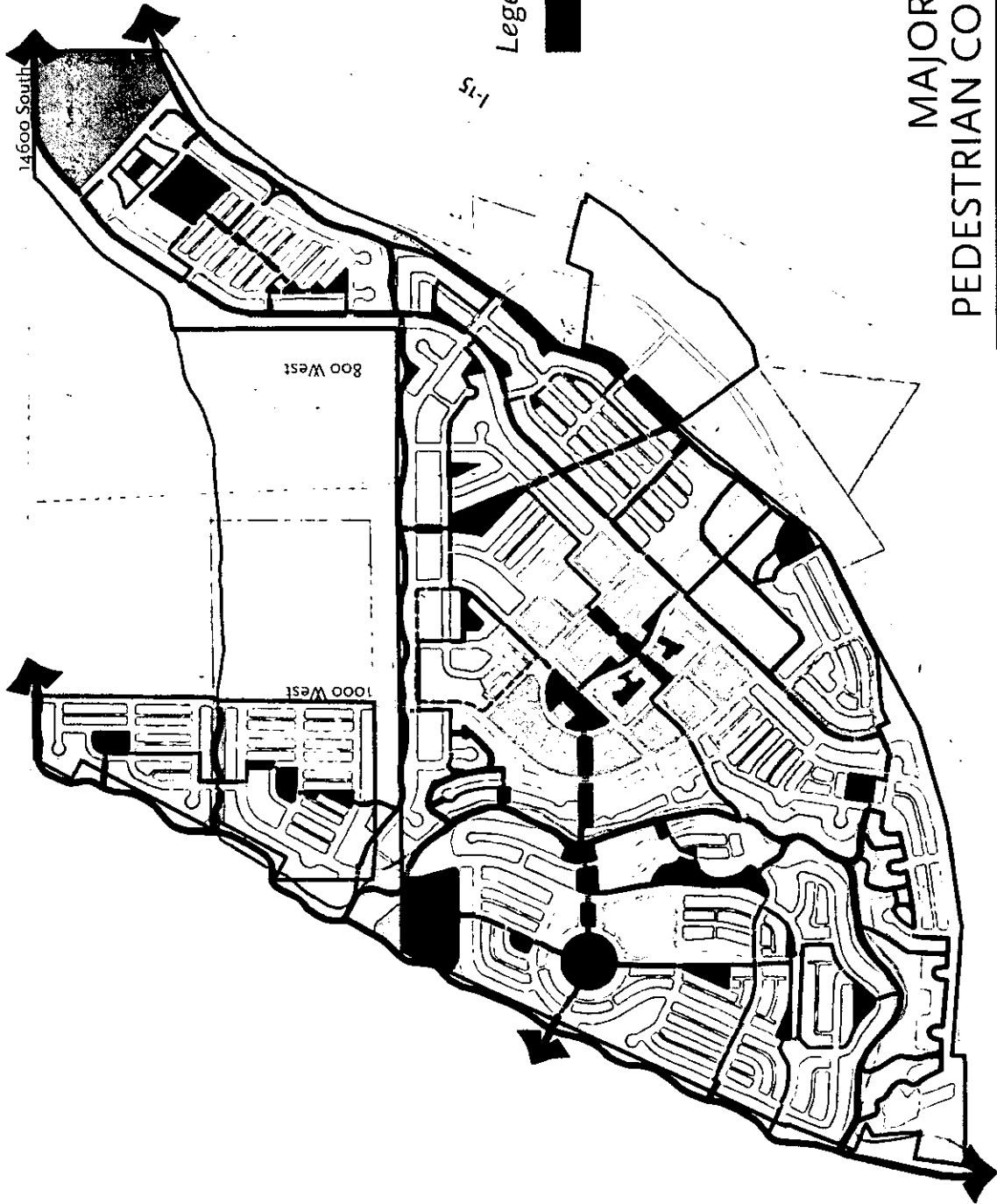
Master Plan



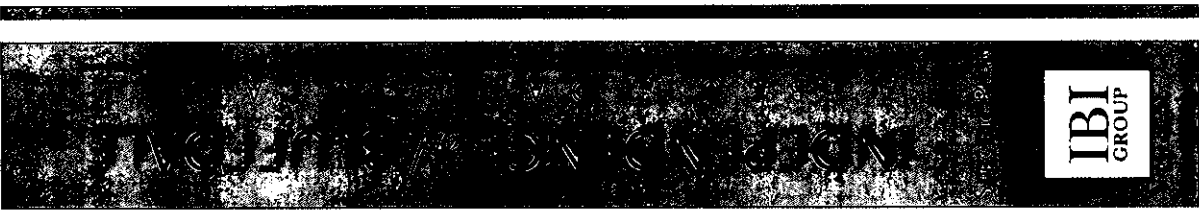


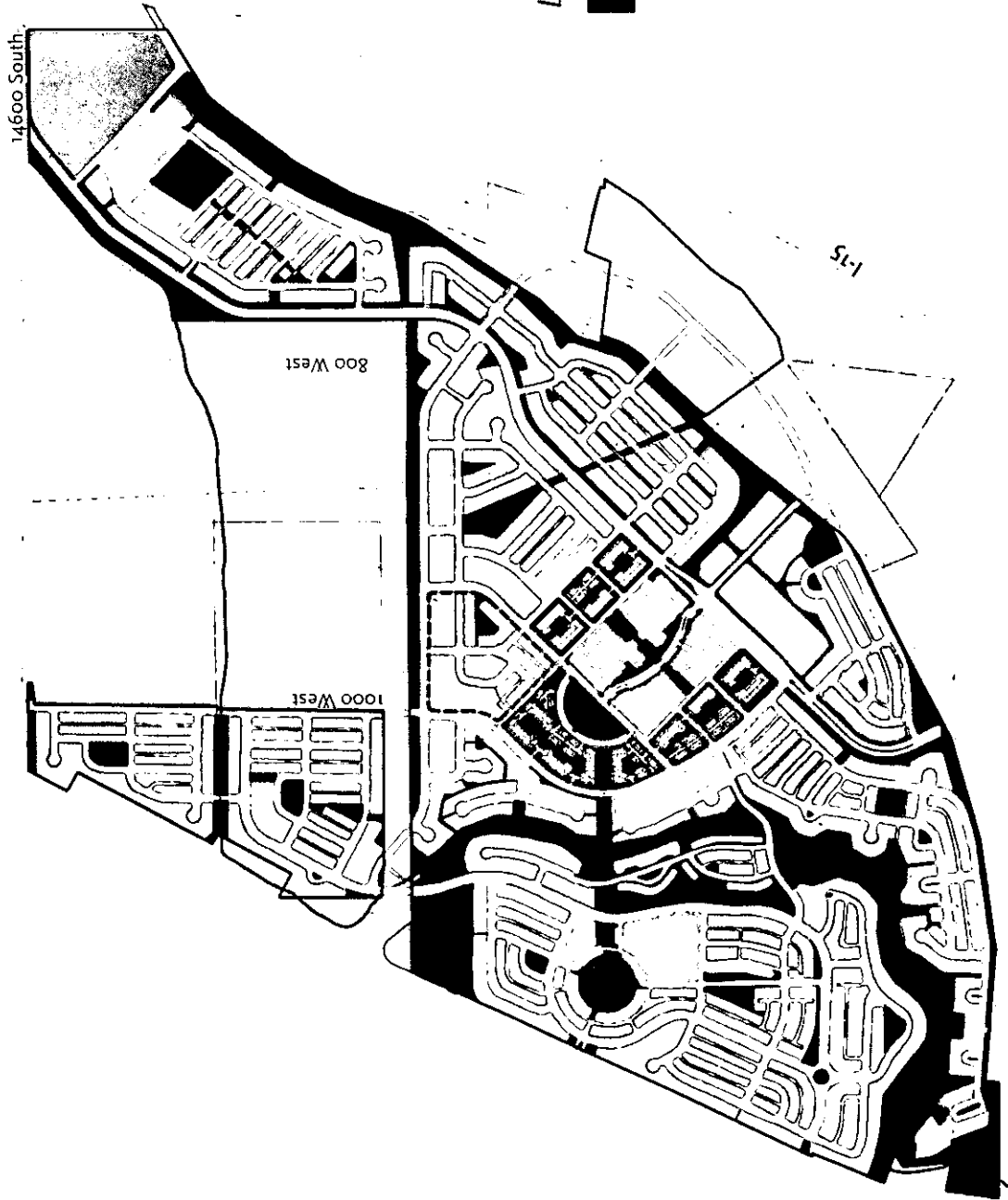
NEIGHBORHOOD SIDEWALK

Master Plan



**MAJOR
PEDESTRIAN CONNECTIONS**
Master Plan





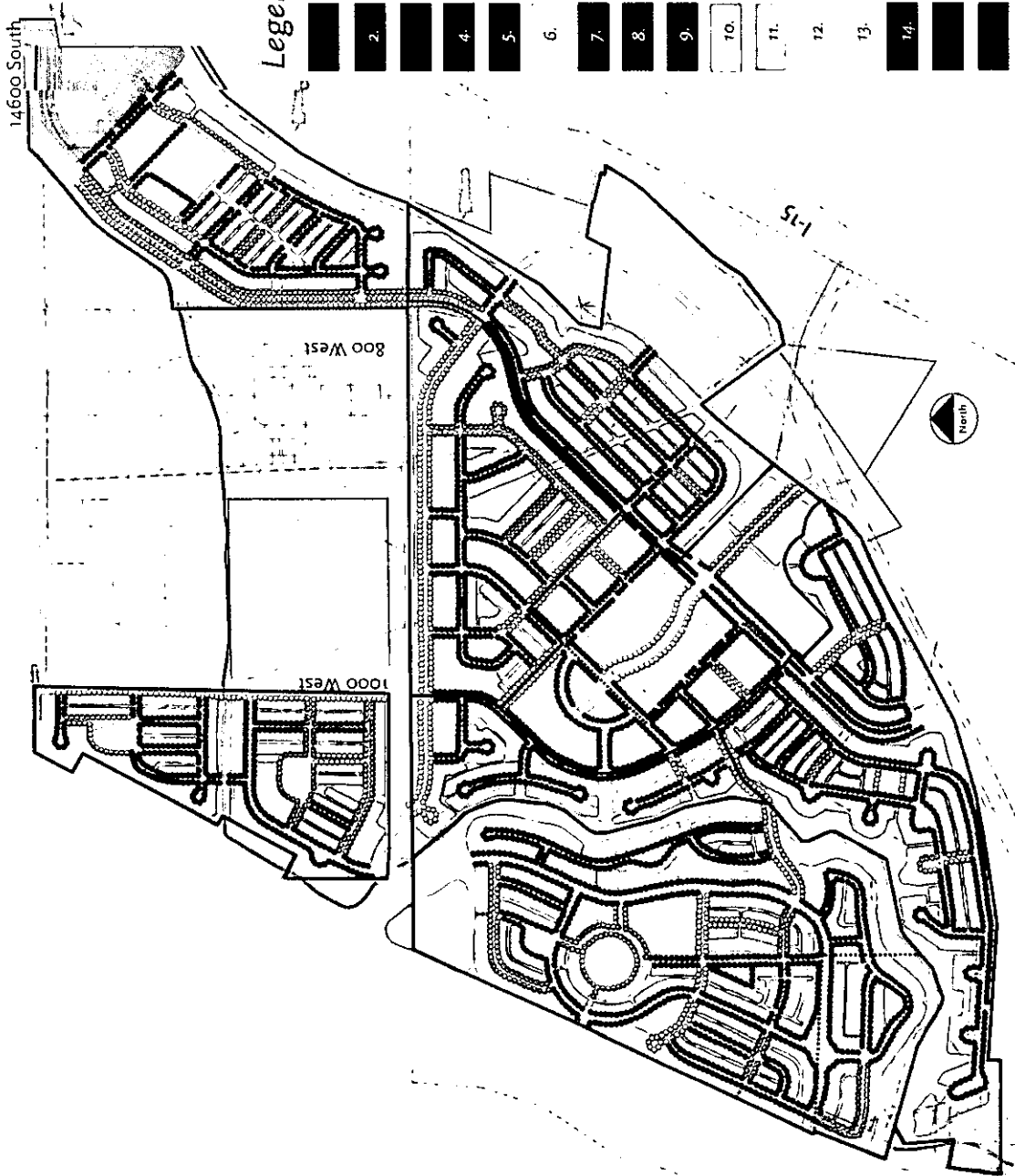
Legend

Open space



OPEN SPACE
Master Plan



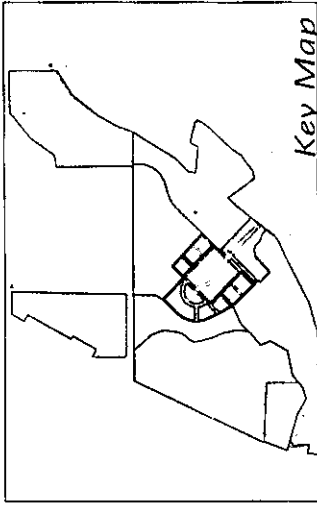


Legend

1	Acer Rubrum	Red maple
2	Aesculus hippocastanum	Horsechestnut
3	Catalpa speciosa	Western Catalpa
4	Fraxinus americana	White Ash
5	Fraxinus pennsylvanica	Green Ash
6	Robina ambigua	Idaho Locust
7	Ginkgo biloba	Ginkgo
8	Gymnocladus dioica	Kentucky Coffeetree
9	Liriodendron tulipifera	Tulip Tree
10	Platanus X acerifolia	London Plantree
11	Quercus alba	White Oak
12	Quercus rubra	Northern Red Oak
13	Tilia americana	American Linden
14	Tilia cordata	Littleleaf Linden
15	Tilia tomentosa	Silver Linden
16	Zelkova serrata	Japanese Zelkova

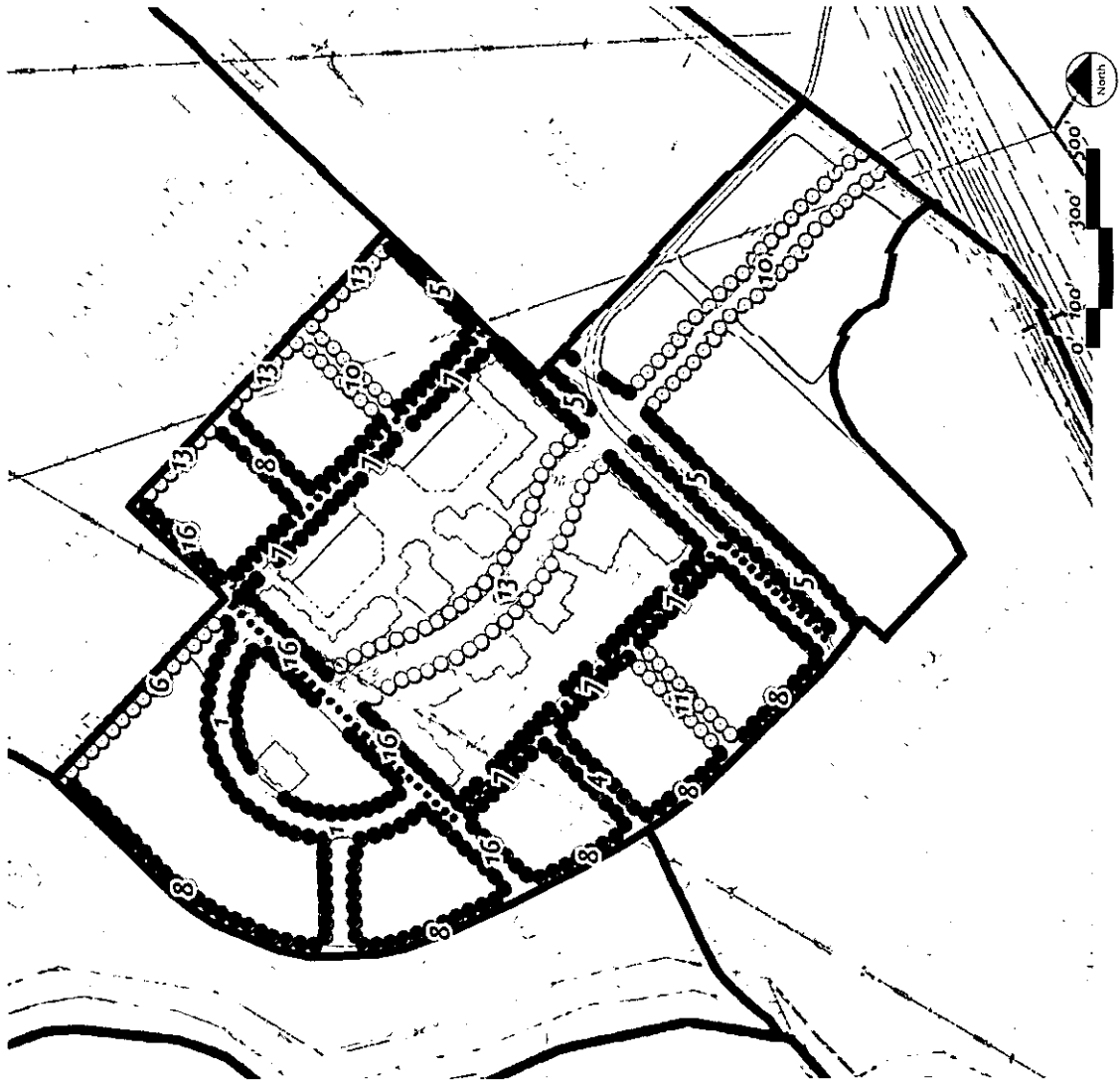
STREET TREE PLAN
Master Plan





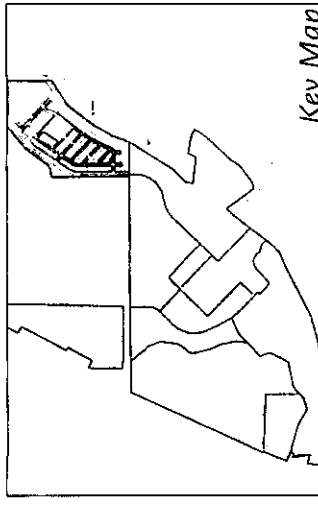
Legend

1	Acer Rubrum	Red maple
2	Aesculus hippocastanum	Horsechestnut
3	Catalpa speciosa	Western Catalpa
4	Fraxinus americana	White Ash
5	Fraxinus pennsylvanica	Green Ash
6	Robina ambigua	Idaho Locust
7	Ginkgo biloba	Ginkgo
8	Gymnocladus dioica	Kentucky Coffeetree
9	Liriodendron tulipifera	Tulip Tree
10	Platanus X acerifolia	London Plantree
11	Quercus alba	White Oak
12	Quercus rubra	Northern Red Oak
13	Tilia americana	American Linden
14	Tilia cordata	Littleleaf Linden
15	Tilia tomentosa	Silver Linden
16	Zelkova serrata	Japanese Zelkova



STREET TREE PLAN

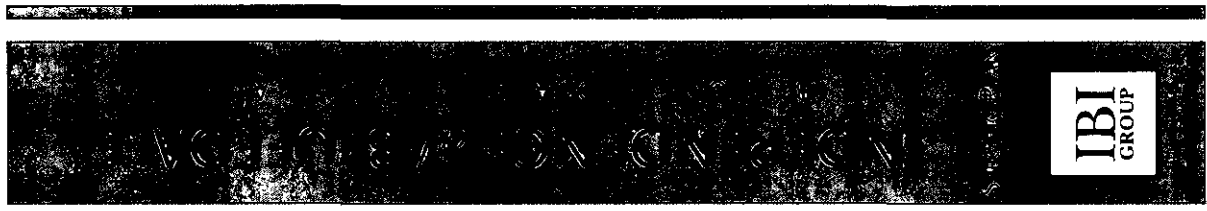
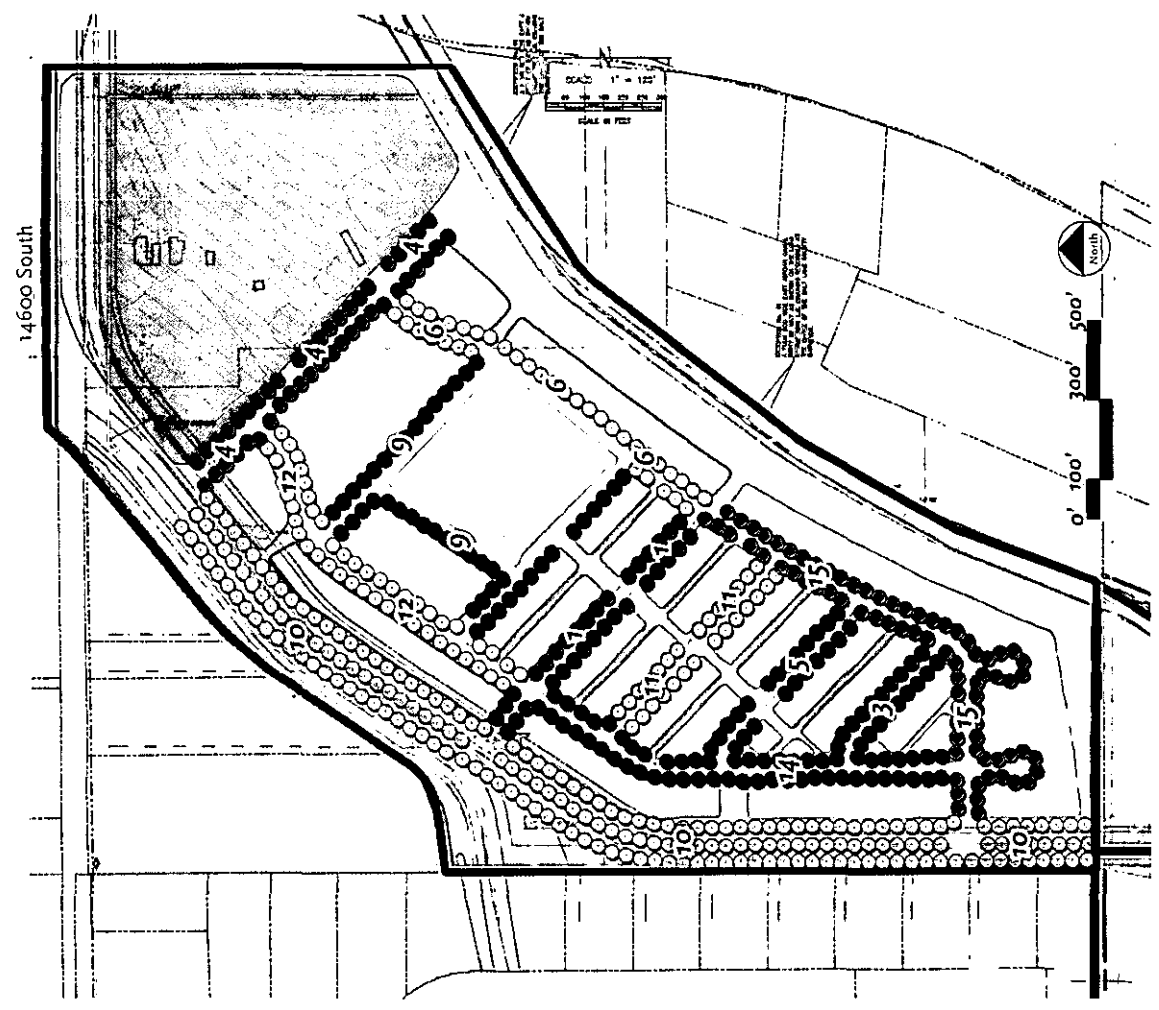


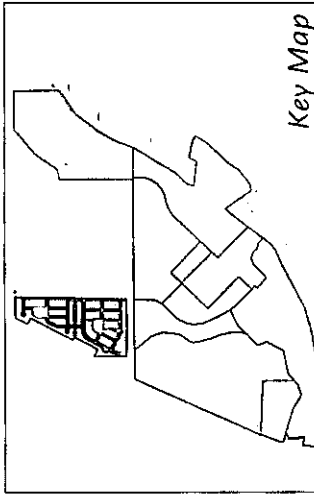


Legend

1.	Acer Rubrum	Red maple
2.	Aesculus hippocastanum	Horsechestnut
3.	Catalpa speciosa	Western Catalpa
4.	Fraxinus americana	White Ash
5.	Fraxinus pennsylvanica	Green Ash
6.	Robinia ambigua	Idaho Locust
7.	Ginkgo biloba	Ginkgo
8.	Gymnocladus dioicus	Kentucky Coffeetree
9.	Liriodendron tulipifera	Tulip Tree
10.	Platanus X acerifolia	London Plantree
11.	Quercus alba	White Oak
12.	Quercus rubra	Northern Red Oak
13.	Tilia americana	American Linden
14.	Tilia cordata	Littleleaf Linden
15.	Tilia tomentosa	Silver Linden
16.	Zelkova serrata	Japanese Zelkova

STREET TREE PLAN

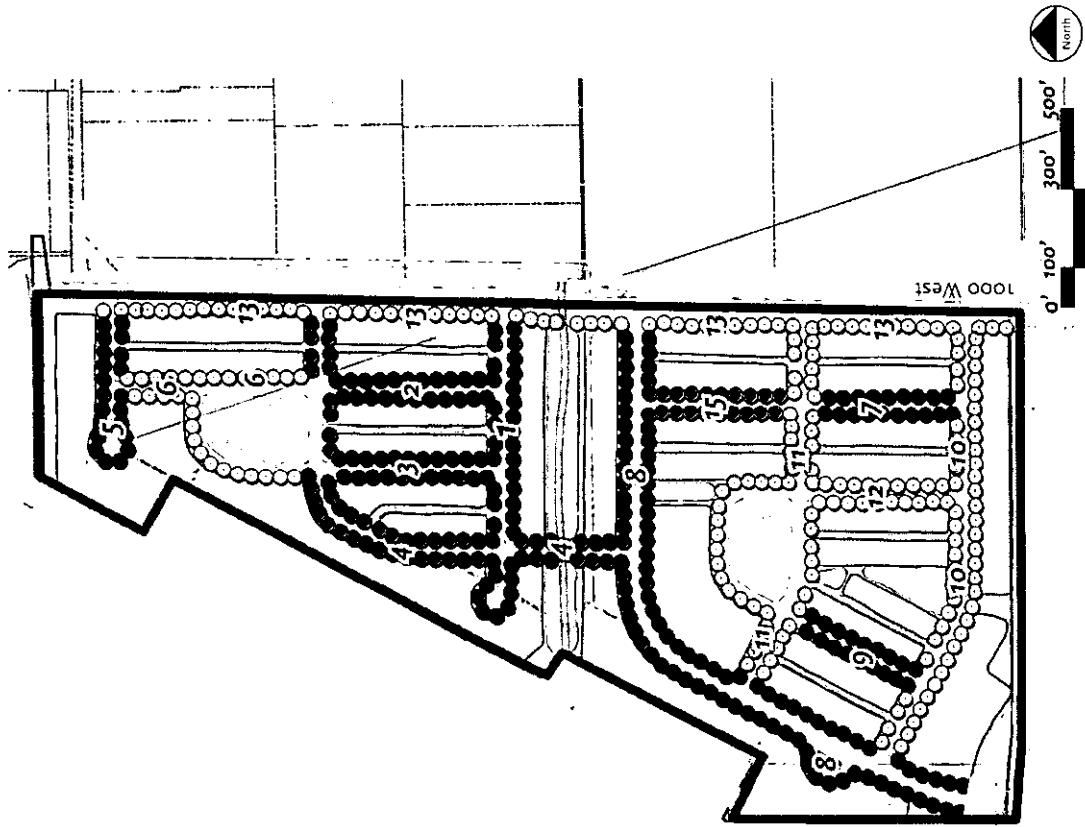




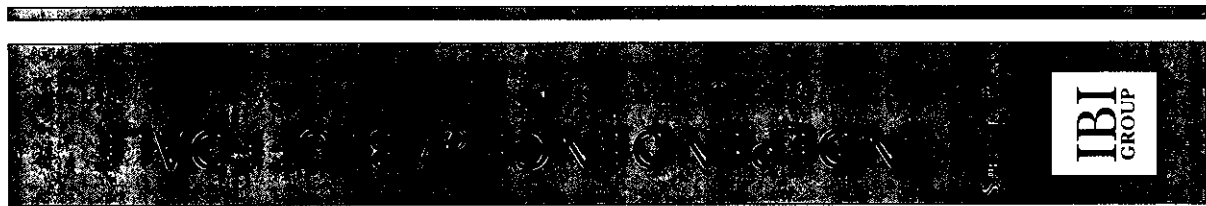
Key Map

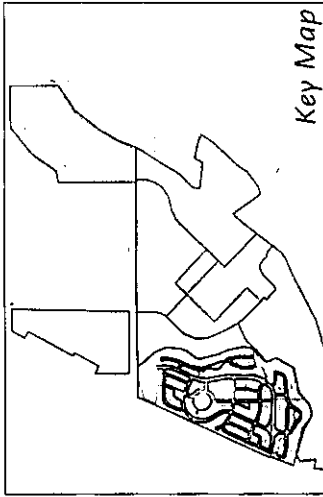
Legend

1	<i>Acer Rubrum</i>	Red maple
2	<i>Aesculus hippocastanum</i>	Horsechestnut
3	<i>Catalpa speciosa</i>	Western Catalpa
4	<i>Fraxinus americana</i>	White Ash
5	<i>Fraxinus pennsylvanica</i>	Green Ash
6	<i>Robinia ambigua</i>	Idaho Locust
7	<i>Ginkgo biloba</i>	Ginkgo
8	<i>Gymnocladus dioica</i>	Kentucky Coffeetree
9	<i>Liriodendron tulipifera</i>	Tulip Tree
10	<i>Platanus X acerifolia</i>	London Plantree
11	<i>Quercus alba</i>	White Oak
12	<i>Quercus rubra</i>	Northern Red Oak
13	<i>Tilia americana</i>	American Linden
14	<i>Tilia cordata</i>	Littleleaf Linden
15	<i>Tilia tomentosa</i>	Silver Linden
16	<i>Zelkova serrata</i>	Japanese Zelkova



STREET TREE PLAN

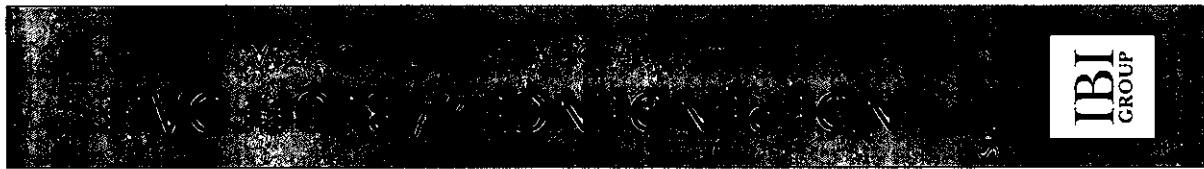
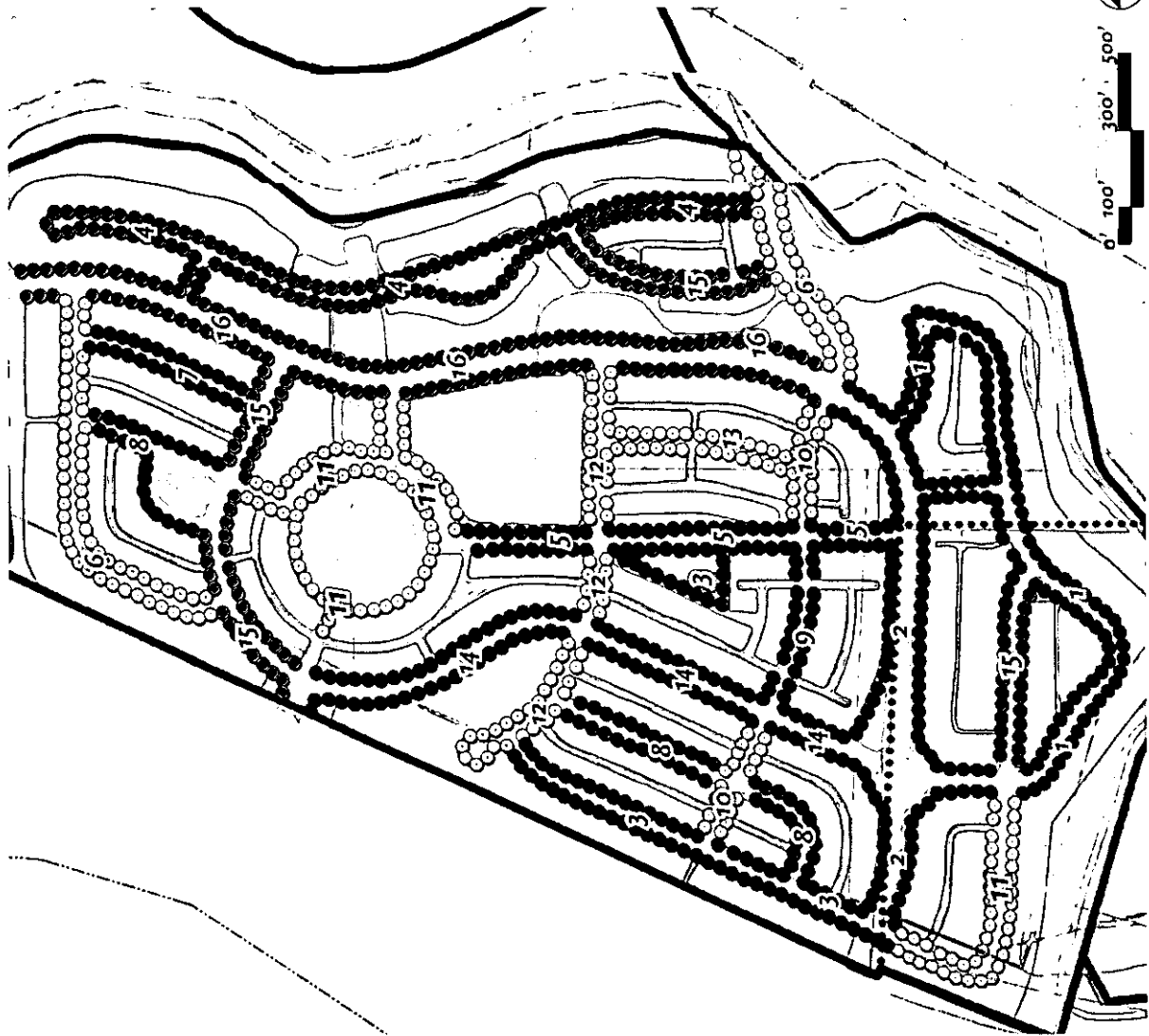


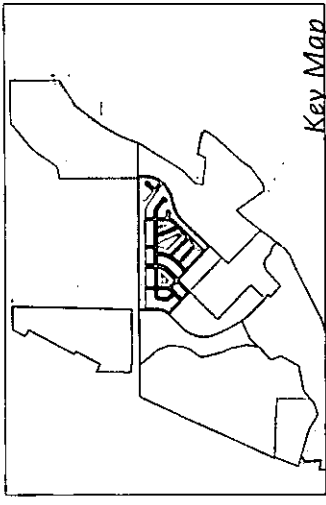
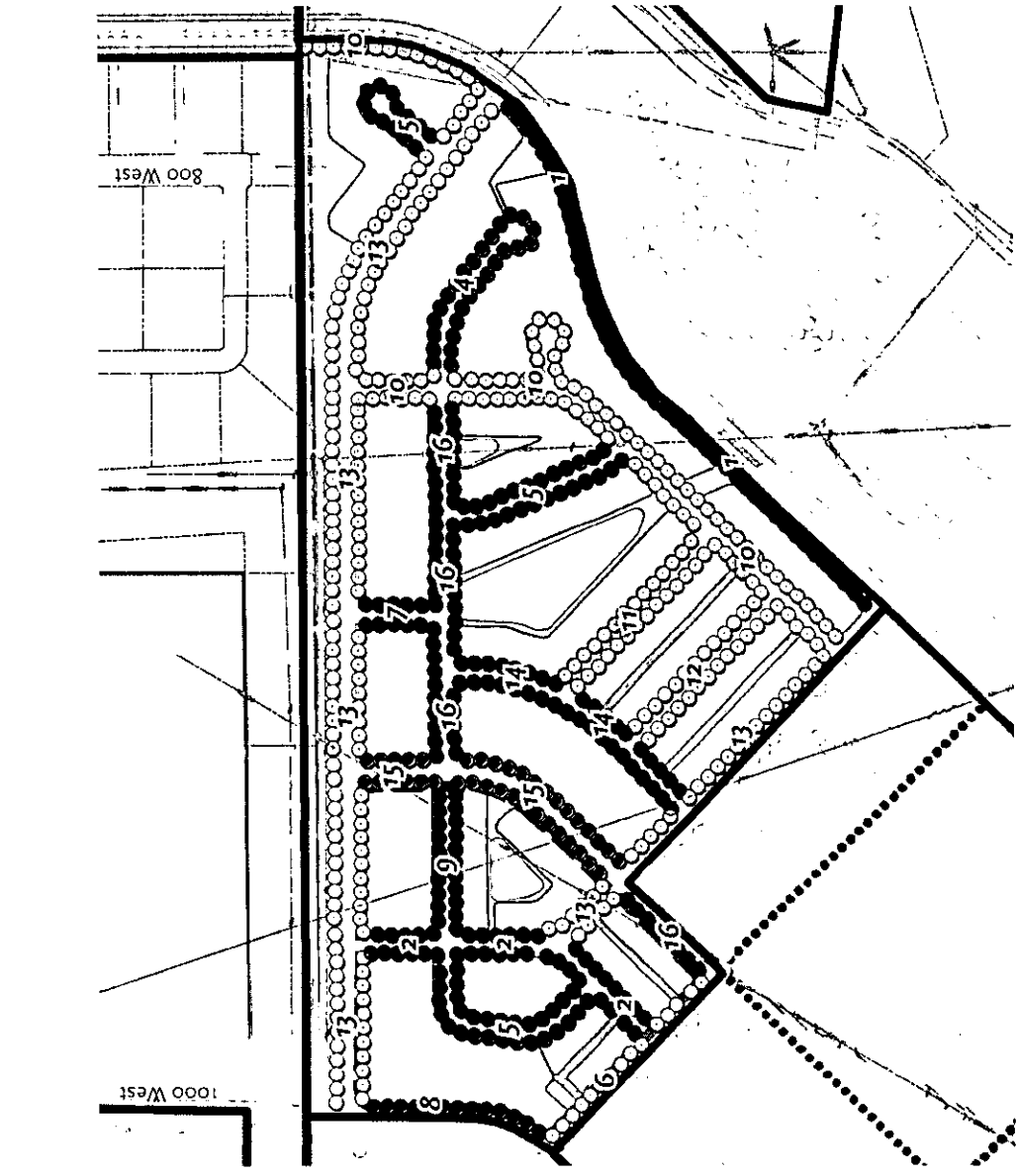
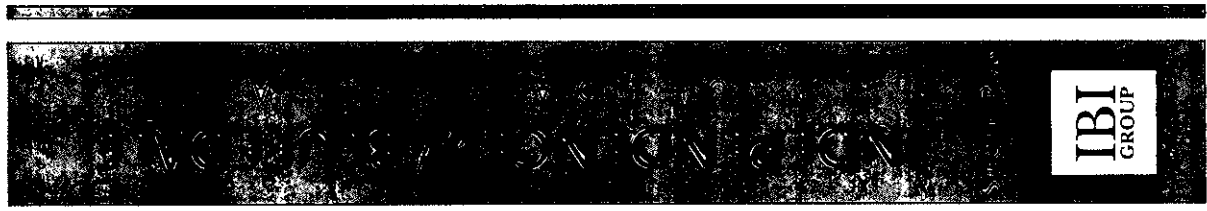


Legend

1	Acer Rubrum	Red maple
2	Aesculus hippocastanum	Horsechestnut
3	Catalpa speciosa	Western Catalpa
4	Fraxinus americana	White Ash
5	Fraxinus pennsylvanica	Green Ash
6	Robinia ambigua	Idaho Locust
7	Ginkgo biloba	Ginkgo
8	Gymnocladus dioica	Kentucky Coffeetree
9	Liriodendron tulipifera	Tulip Tree
10	Platanus X acerifolia	London Planttree
11	Quercus alba	White Oak
12	Quercus rubra	Northern Red Oak
13	Tilia americana	American Linden
14	Tilia cordata	Littleleaf Linden
15	Tilia tomentosa	Silver Linden
16	Zelkova serrata	Japanese Zelkova

STREET TREE PLAN





Legend

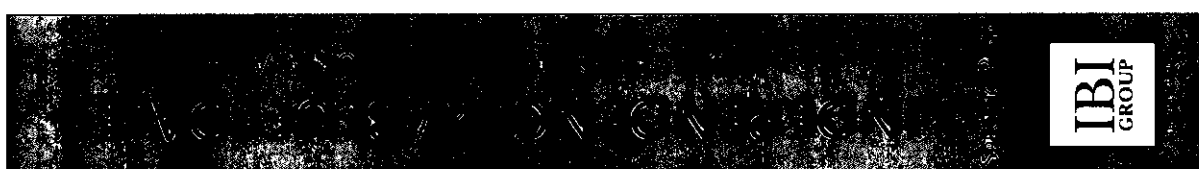
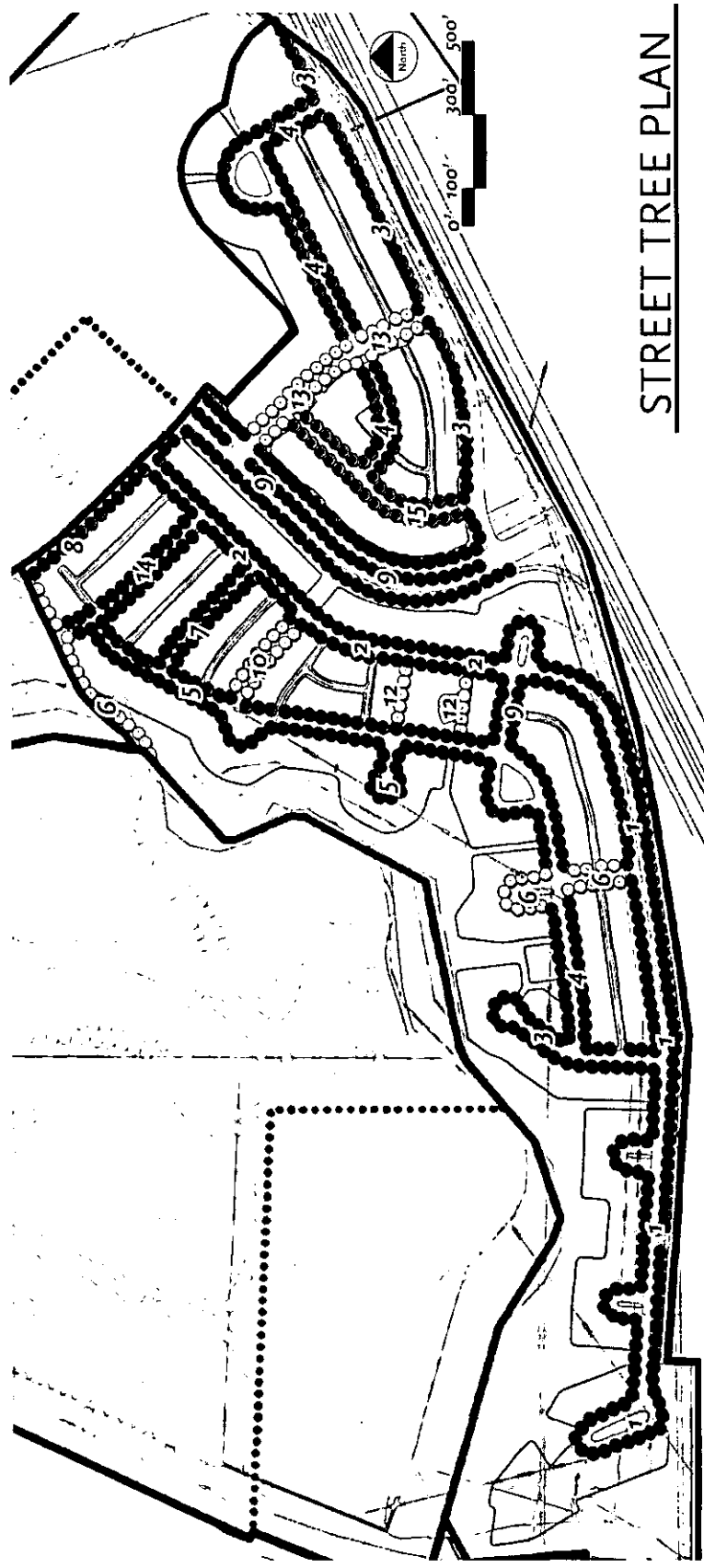
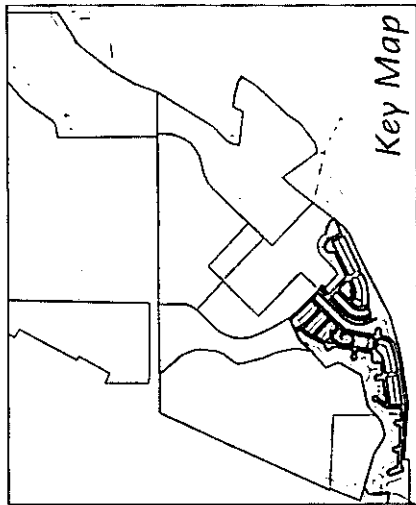
1.	Acer Rubrum	Red maple
2.	Aesculus hippocastanum	Horsechestnut
3.	Catalpa speciosa	Western Catalpa
4.	Fraxinus americana	White Ash
5.	Fraxinus pennsylvanica	Green Ash
6.	Robinia ambigua	Idaho Locust
7.	Ginkgo biloba	Ginkgo
8.	Gymnocladus dioica	Kentucky Coffeetree
9.	Liriodendron tulipifera	Tulip Tree
10.	Platanus X acerifolia	London Planttree
11.	Quercus alba	White Oak
12.	Quercus rubra	Northern Red Oak
13.	Tilia americana	American Linden
14.	Tilia cordata	Littleleaf Linden
15.	Tilia tomentosa	Silver Linden
16.	Zelkova serrata	Japanese Zelkova

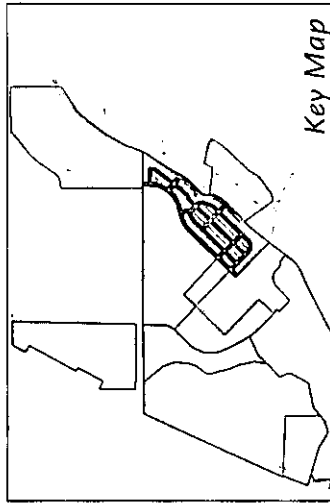
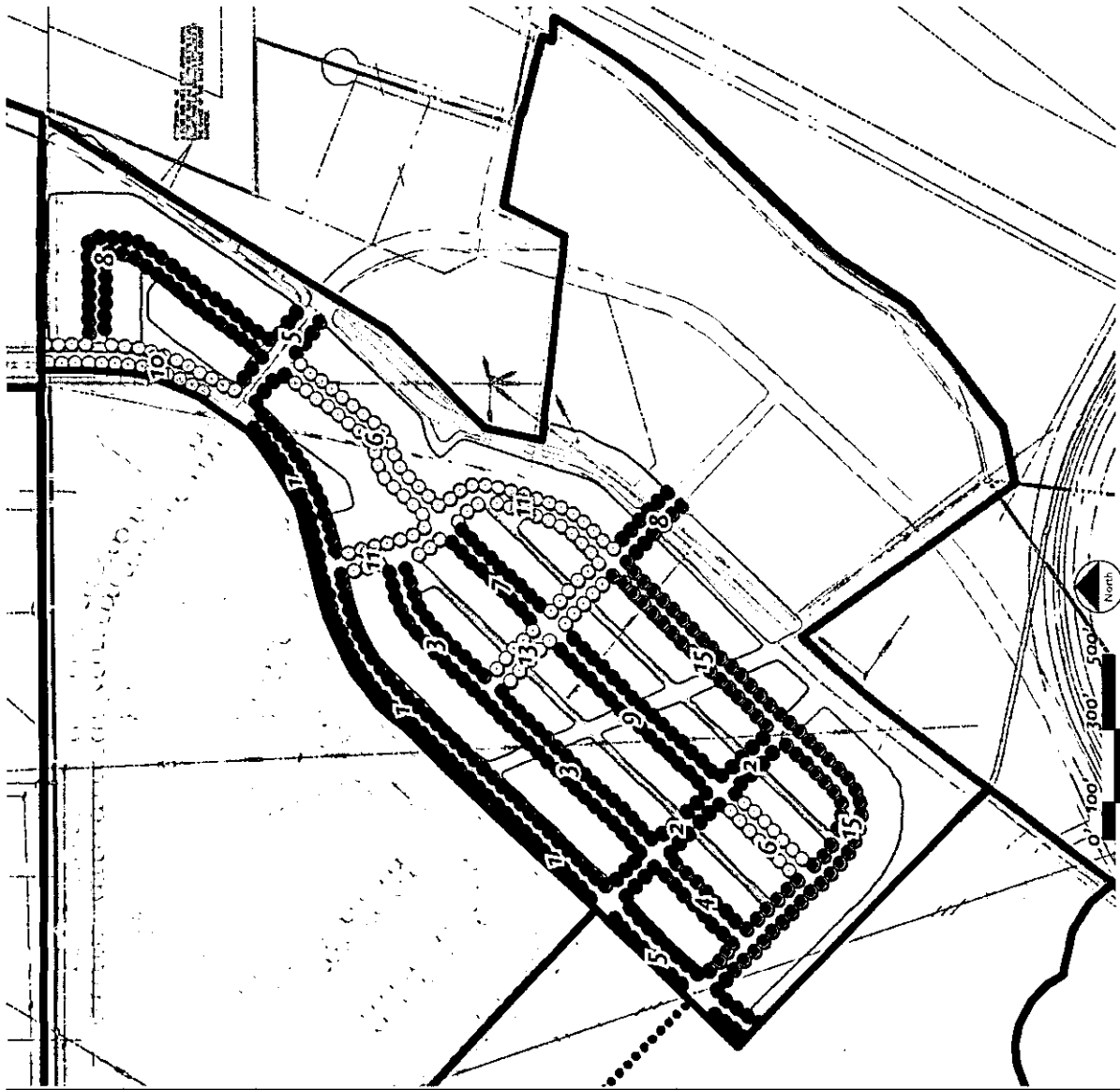
STREET TREE PLAN

Legend

1.	<i>Acer Rubrum</i>	Red maple
2.	<i>Aesculus hippocastanum</i>	Horsechestnut
3.	<i>Catalpa speciosa</i>	Western Catalpa
4.	<i>Fraxinus americana</i>	White Ash
5.	<i>Fraxinus pennsylvanica</i>	Green Ash
6.	<i>Robina ambigua</i>	Idaho Locust
7.	<i>Ginkgo biloba</i>	Ginkgo
8.	<i>Gymnocladus dioicus</i>	Kentucky Coffeetree

9.	<i>Liriodendron tulipifera</i>	Tulip Tree
10.	<i>Platanus X acerifolia</i>	London Planntree
11.	<i>Quercus alba</i>	White Oak
12.	<i>Quercus rubra</i>	Northern Red Oak
13.	<i>Tilia americana</i>	American Linden
14.	<i>Tilia cordata</i>	Littleleaf Linden
15.	<i>Tilia tomentosa</i>	Silver Linden
16.	<i>Zeikova serrata</i>	Japanese Zeikova

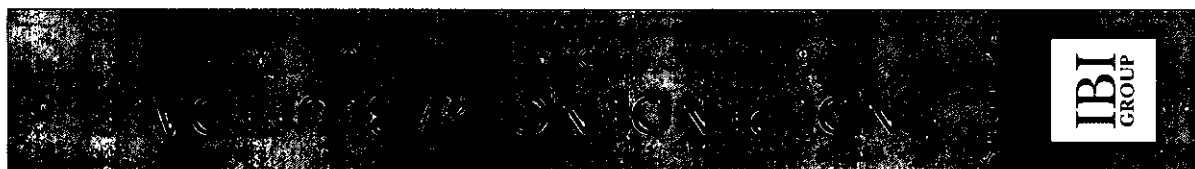


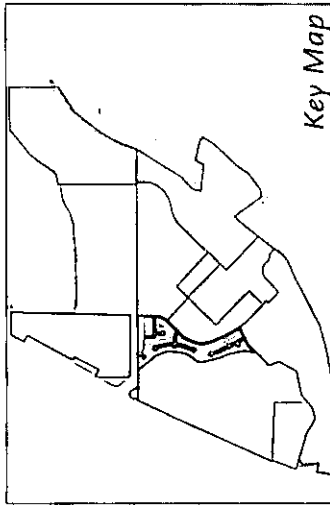


Legend

1	Acer Rubrum	Red maple
2	Aesculus hippocastanum	Horsechestnut
3	Catalpa speciosa	Western Catalpa
4	Fraxinus americana	White Ash
5	Fraxinus pennsylvanica	Green Ash
6	Robina ambigua	Idaho Locust
7	Ginkgo biloba	Ginkgo
8	Gymnocladus dioicus	Kentucky Coffeetree
9	Liriodendron tulipifera	Tulip Tree
10	Platanus X acerifolia	London Plantree
11	Quercus alba	White Oak
12	Quercus rubra	Northern Red Oak
13	Tilia americana	American Linden
14	Tilia cordata	Littleleaf Linden
	Tilia tomentosa	Siber Linden
	Zelkova serrata	Japanese Zelkova

STREET TREE PLAN

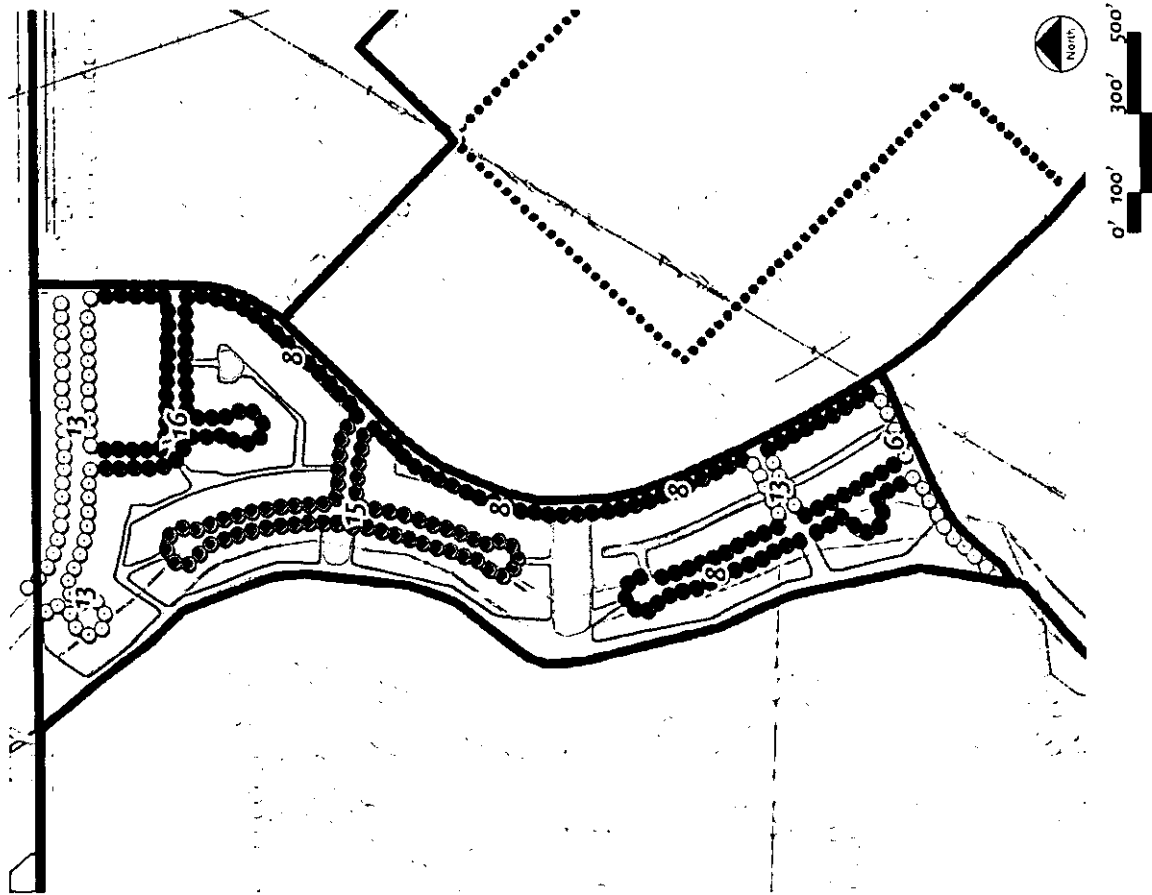


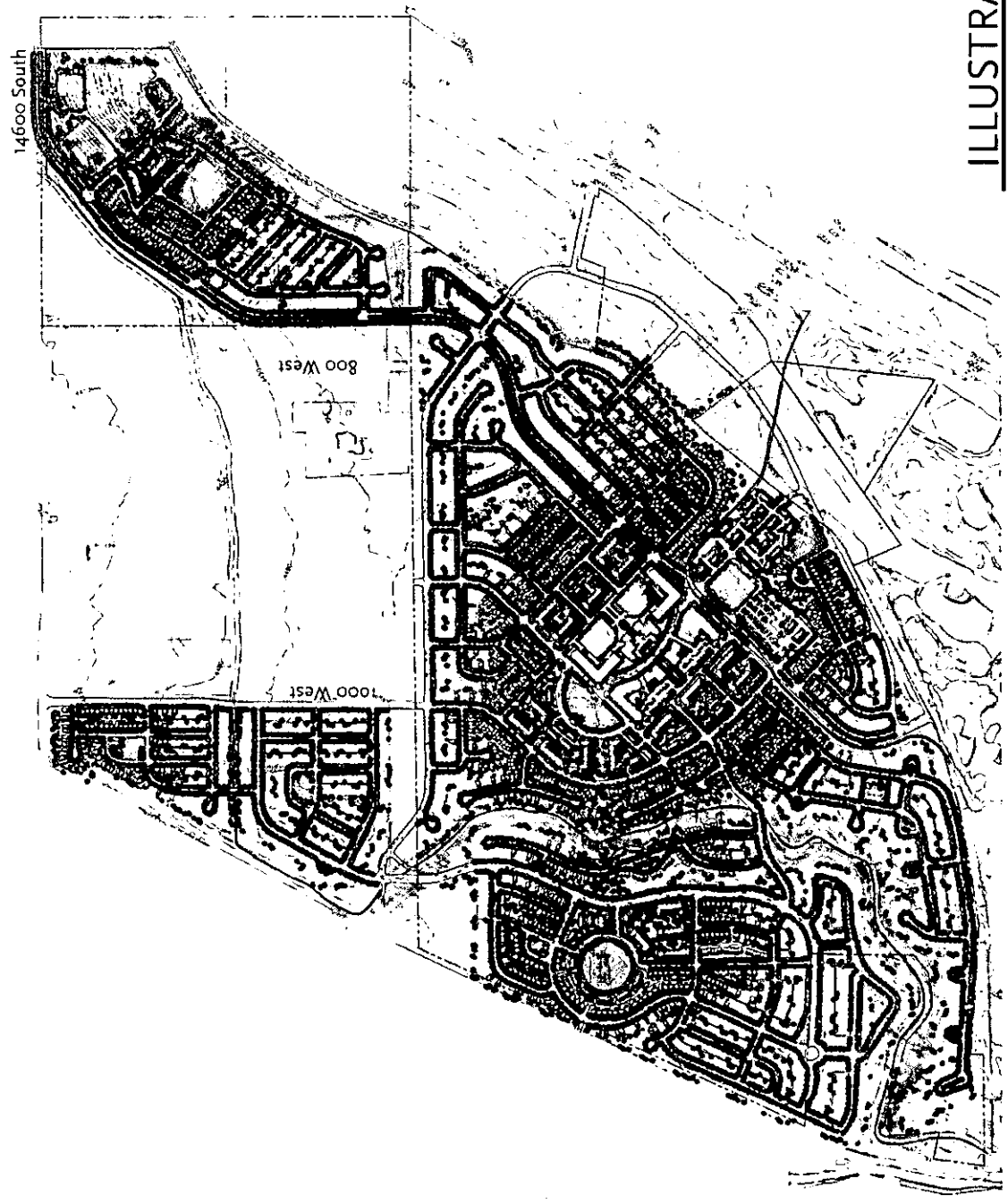


Legend

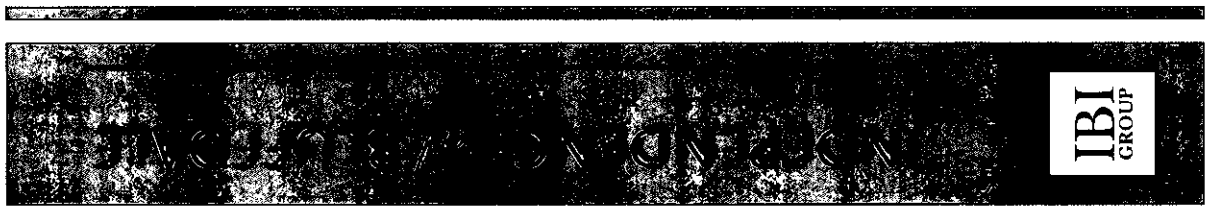
█	Acer Rubrum	Red maple
█	Aesculus hippocastanum	Horsechestnut
█	Catalpa speciosa	Western Catalpa
█	Fraxinus americana	White Ash
█	Fraxinus pennsylvanica	Green Ash
6.	Robinia ambigua	Idaho Locust
7.	Ginkgo biloba	Ginkgo
8.	Gymnocladus dioica	Kentucky Coffeetree
9.	Liriodendron tulipifera	Tulip Tree
10.	Platanus X acerifolia	London Plantree
11.	Quercus alba	White Oak
12.	Quercus rubra	Northern Red Oak
13.	Tilia americana	American Linden
14.	Tilia cordata	Littleleaf Linden
█	Tilia tomentosa	Silver Linden
█	Zelkova serrata	Japanese Zelkova

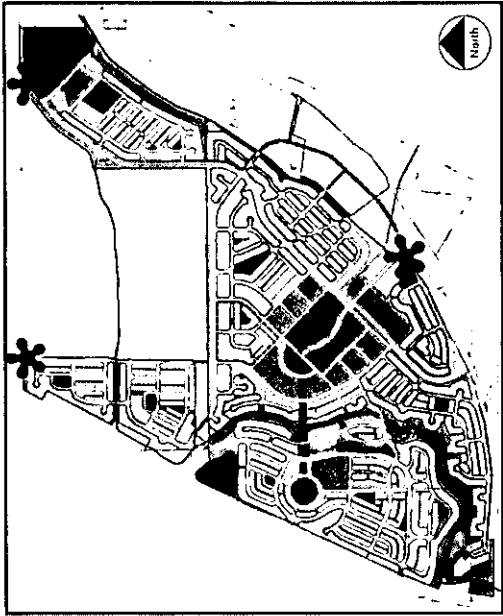
STREET TREE PLAN





ILLUSTRATIVE MAP
Independence Bluffdale



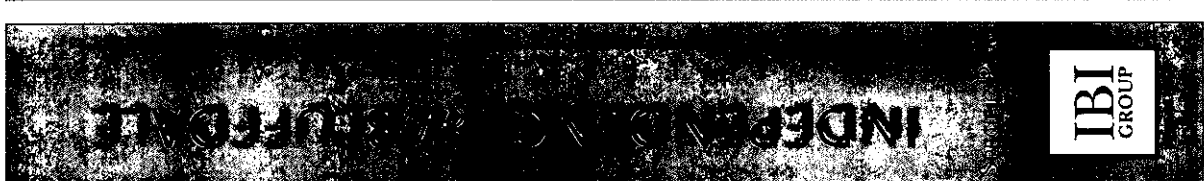
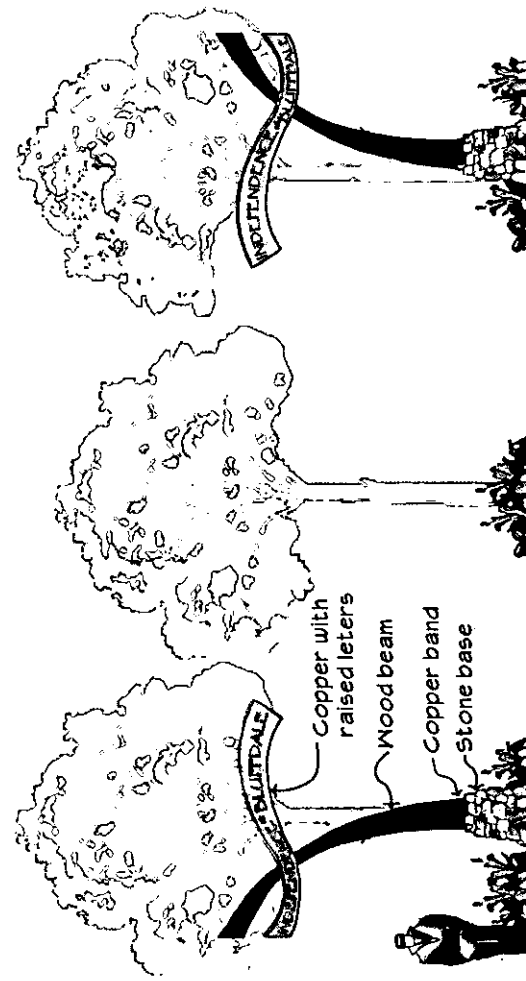
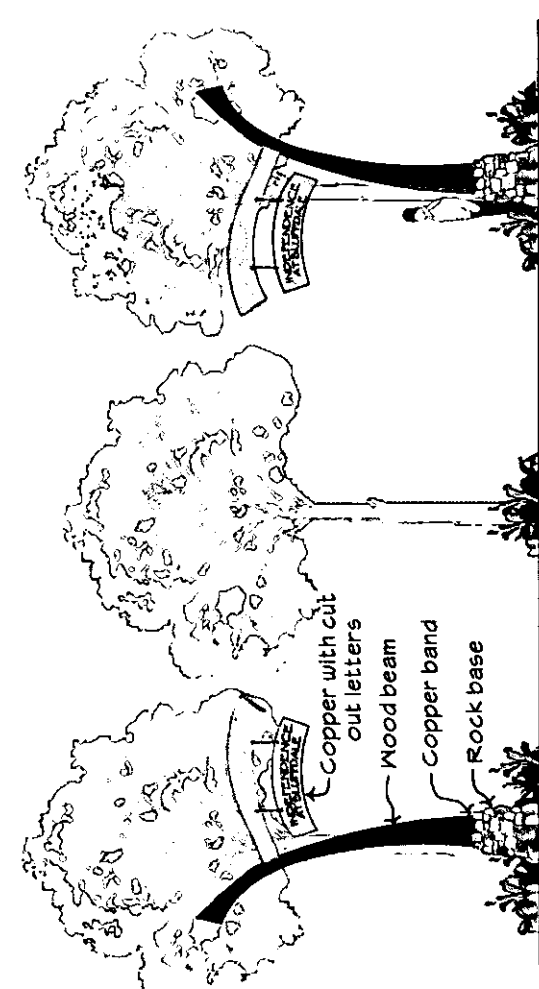


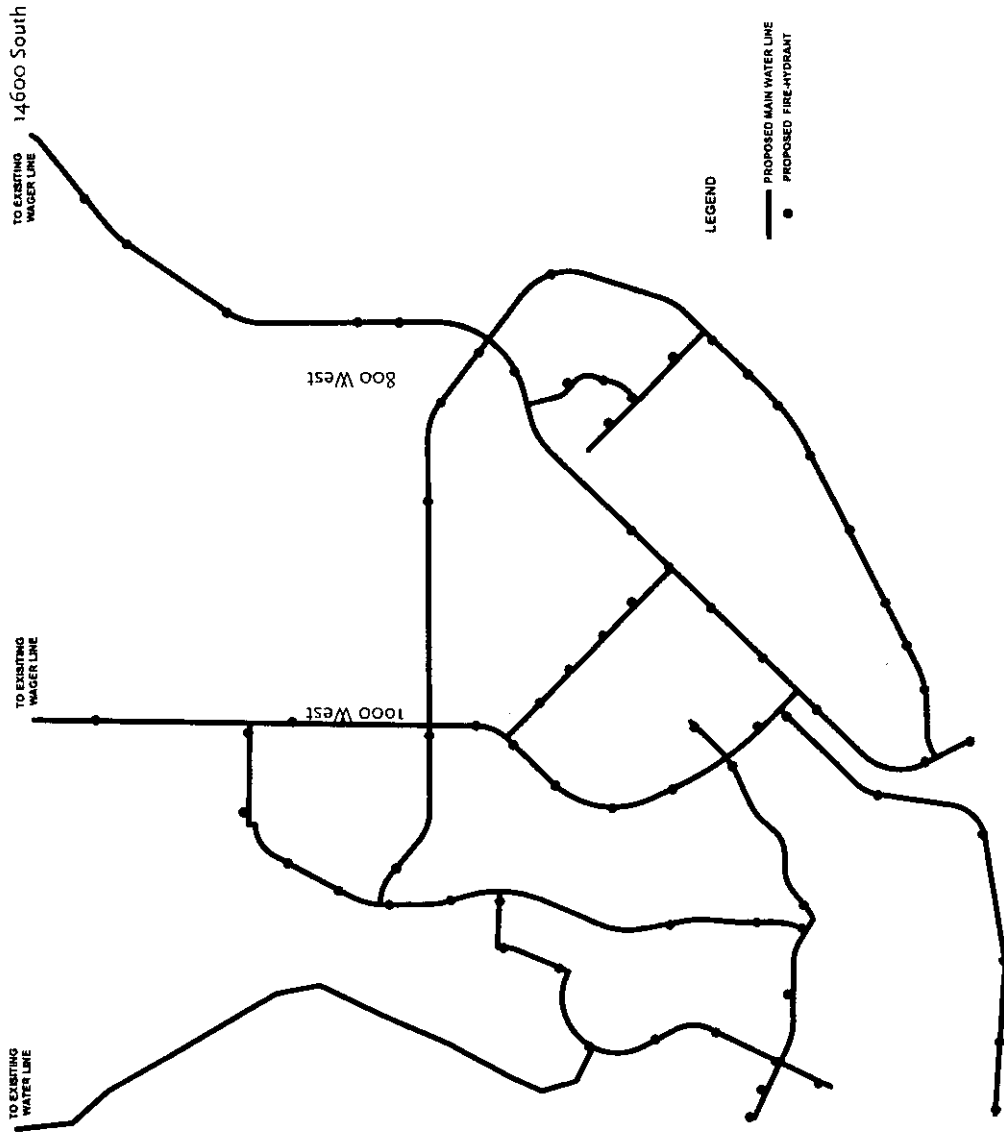
Legend



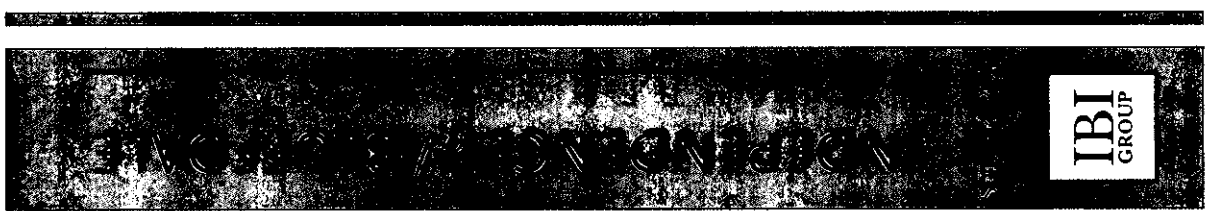
Entry Sign locations

ENTRY SIGNAGE
Signage Prototypes





PROPOSED UTILITIES
Water Lines



TO DETENTION BASIN DB-2

TO DETENTION BASIN DB-2

14600 South

800 West

1000 West

DB-7
DETENTION
BASIN

DISCHARGE LINE
TO JALC CANAL

EAST JORDAN CANAL

JORDAN - SALT LAKE CITY CANAL

DEAPER IRRIGATION CANAL

LEGEND

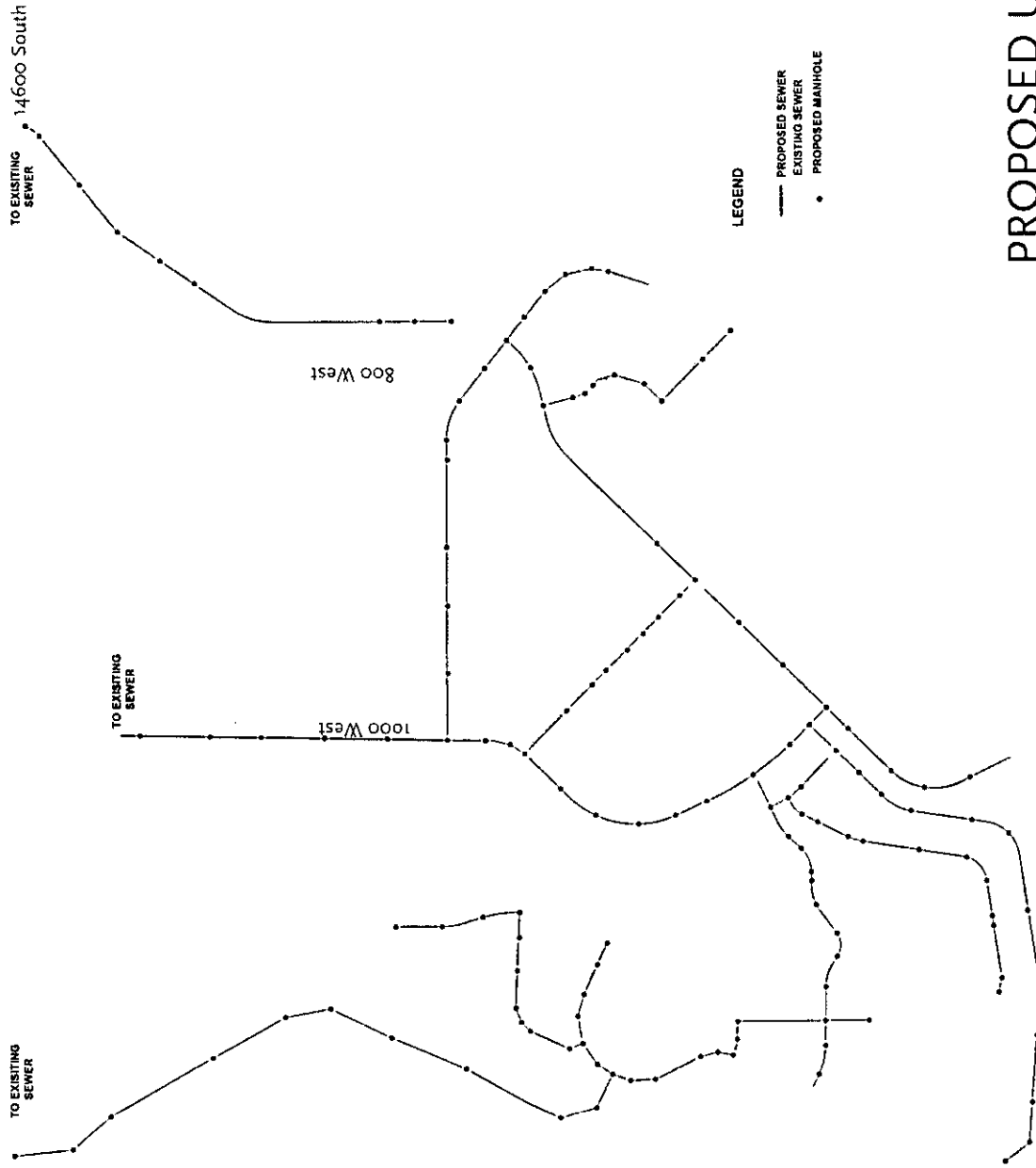
— STORM DRAIN



PROPOSED UTILITIES

Storm Drain Plan



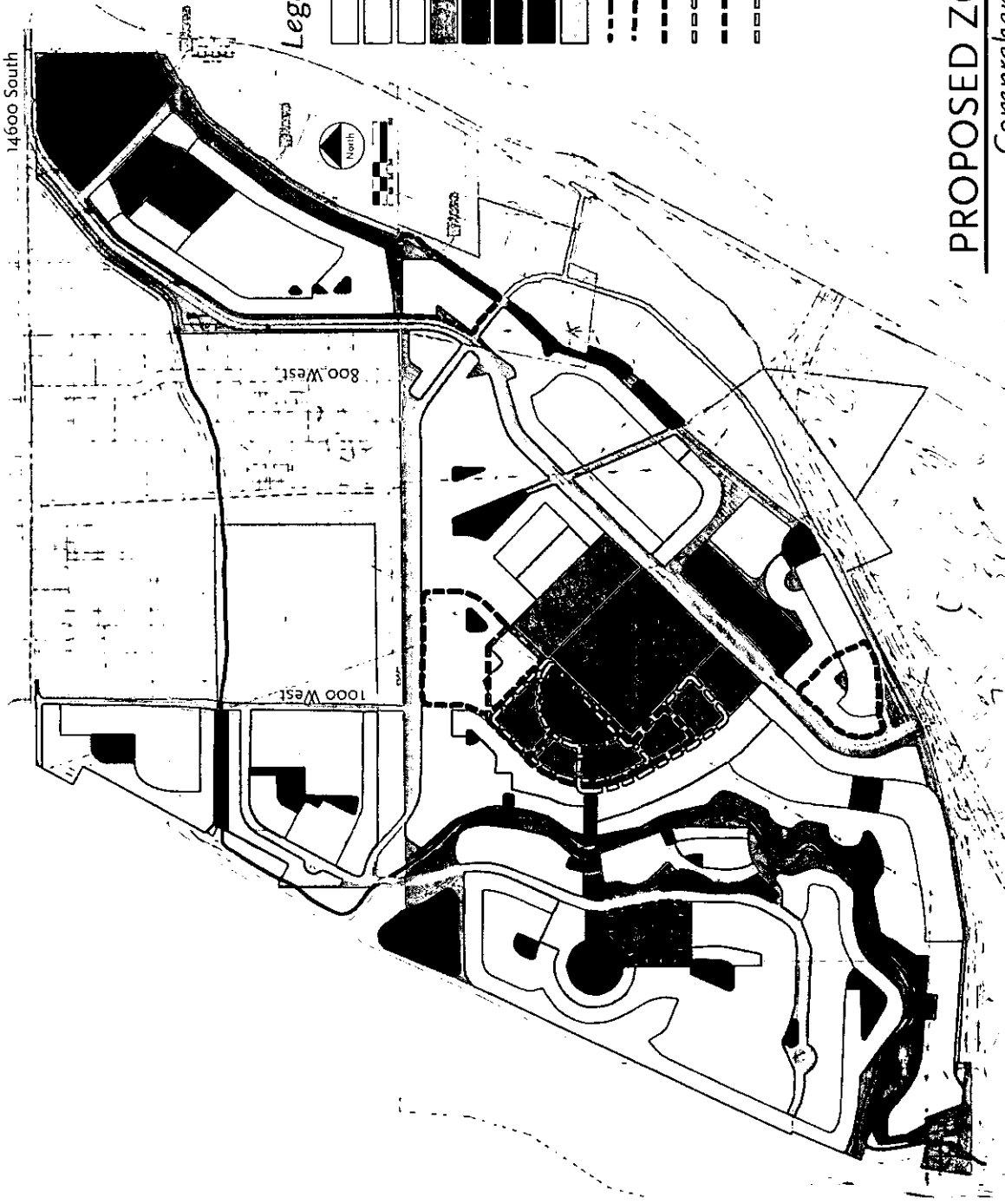


PROPOSED UTILITIES















Sewer Plan



14600 South



Legend

-  R1-F - Resd. Front
-  R1-A - Resd. Alley Fed
-  RMF2 - Resd. Multi Fam.
-  RMF1 - Resd. Multi Fam.
-  VC - Village Core MU
-  RC - Regional Comm.
-  AOS - Active Open Space
-  POS - Passive Open Space
-  Possible Church Site
-  Possible School Site
-  Alternative School Site 1
-  Alternative School Site 2
-  Alternative School Site 3
-  Alternative School Site 4

PROPOSED ZONES PLAN

Comprehensive Plan

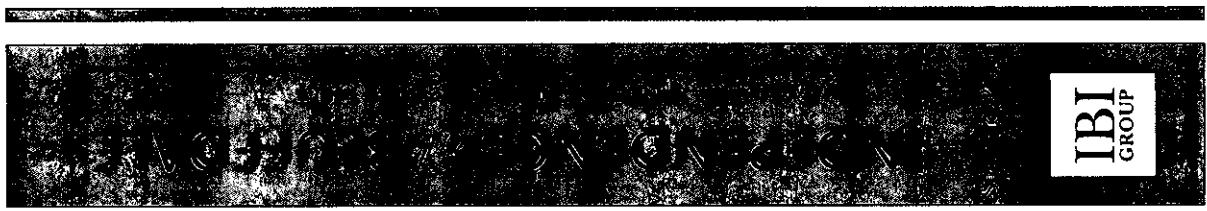
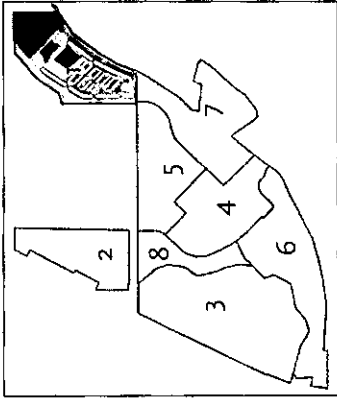
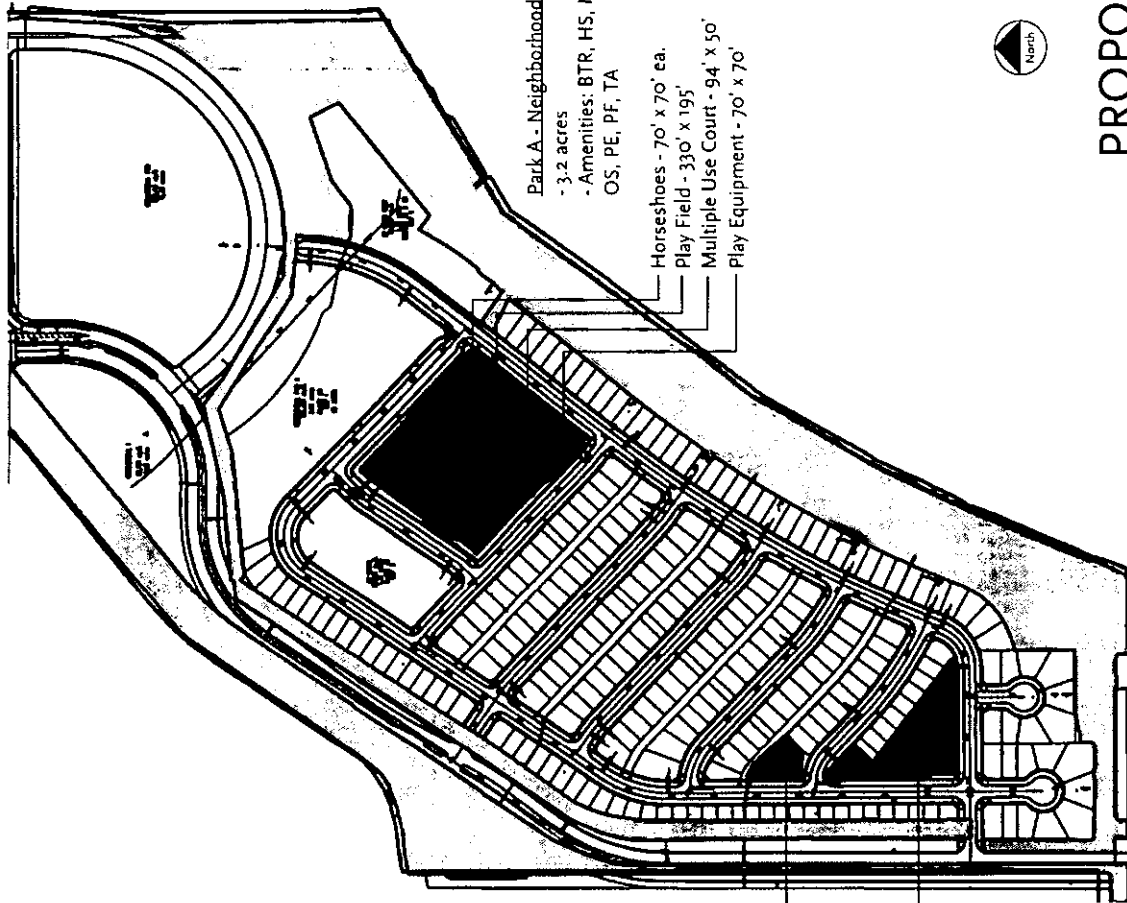


EXHIBIT D

Open Space Plan

14600 South



Key Map

Legend

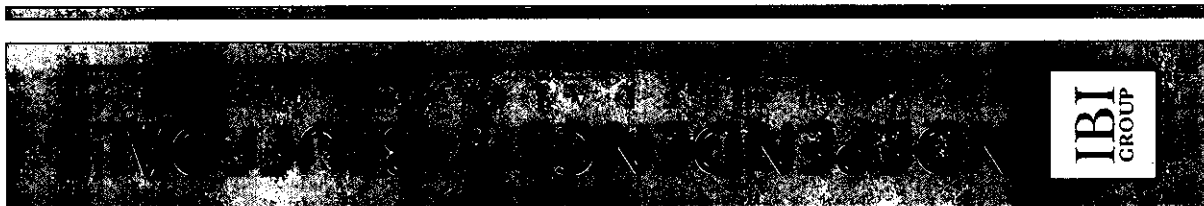
Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

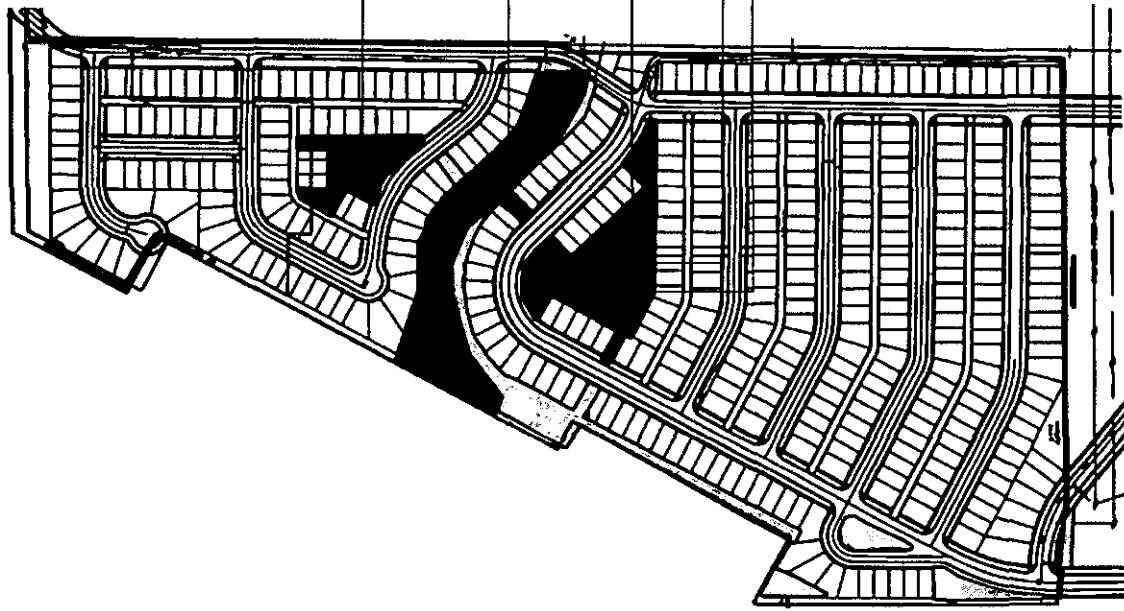
*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

Potential Clubhouse / Recreational facility location

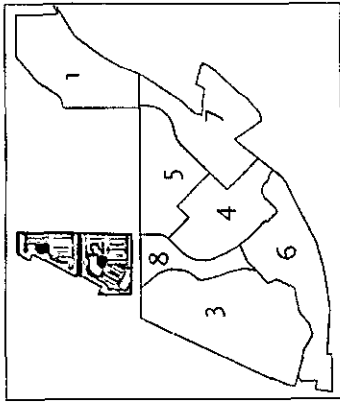
AOS - Active Open Space
 POS - Passive Open Space

PROPOSED ACTIVE OPEN SPACE
 Rockwell Neighborhood








- Park A - Pocket Park
- .59 acres
- Amenities: BTR, OS, PE, PT, TA
- Park B - Neighborhood Park
- 2.0 acres
- Amenities: BTR, OS, TA
- Park C - Pocket Park
- 1.46 acres
- Amenities: MUC, OS, PE, PT, TA
Play Equipment - 70' x 70'
Multiple Use Court - 94' x 50'



Key Map

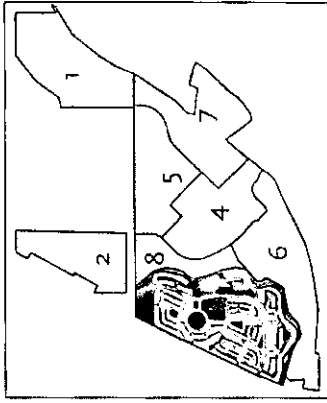
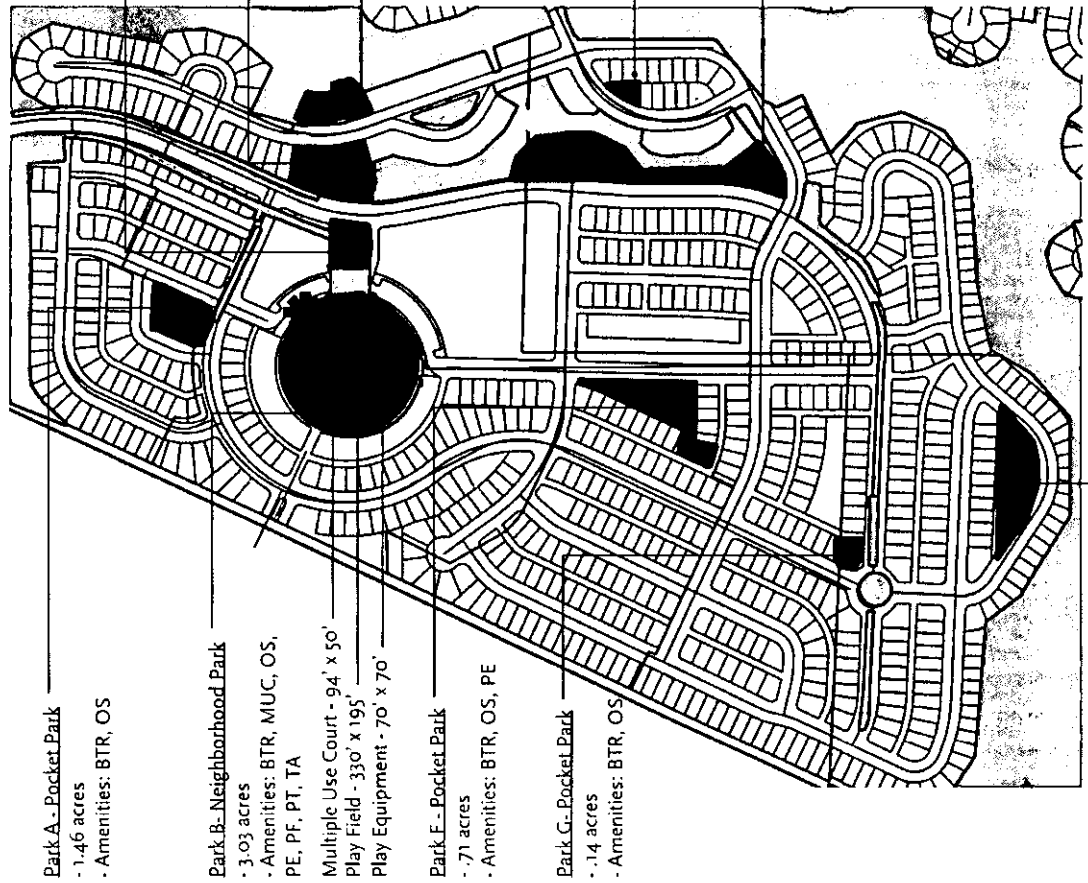
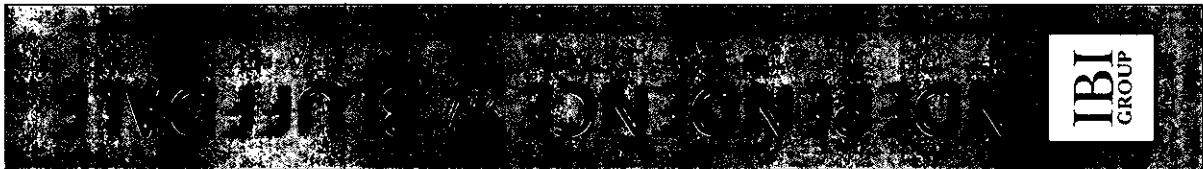
Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

	Potential Clubhouse / Recreational facility location
	AOS - Active Open Space
	POS - Passive Open Space

PROPOSED ACTIVE OPEN SPACE

Westgate Neighborhood



Key Map

Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

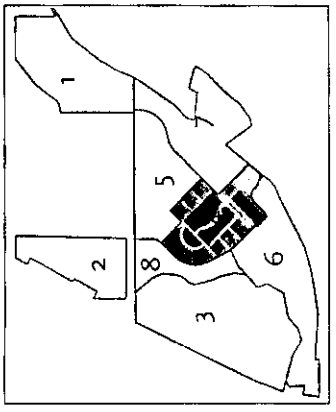
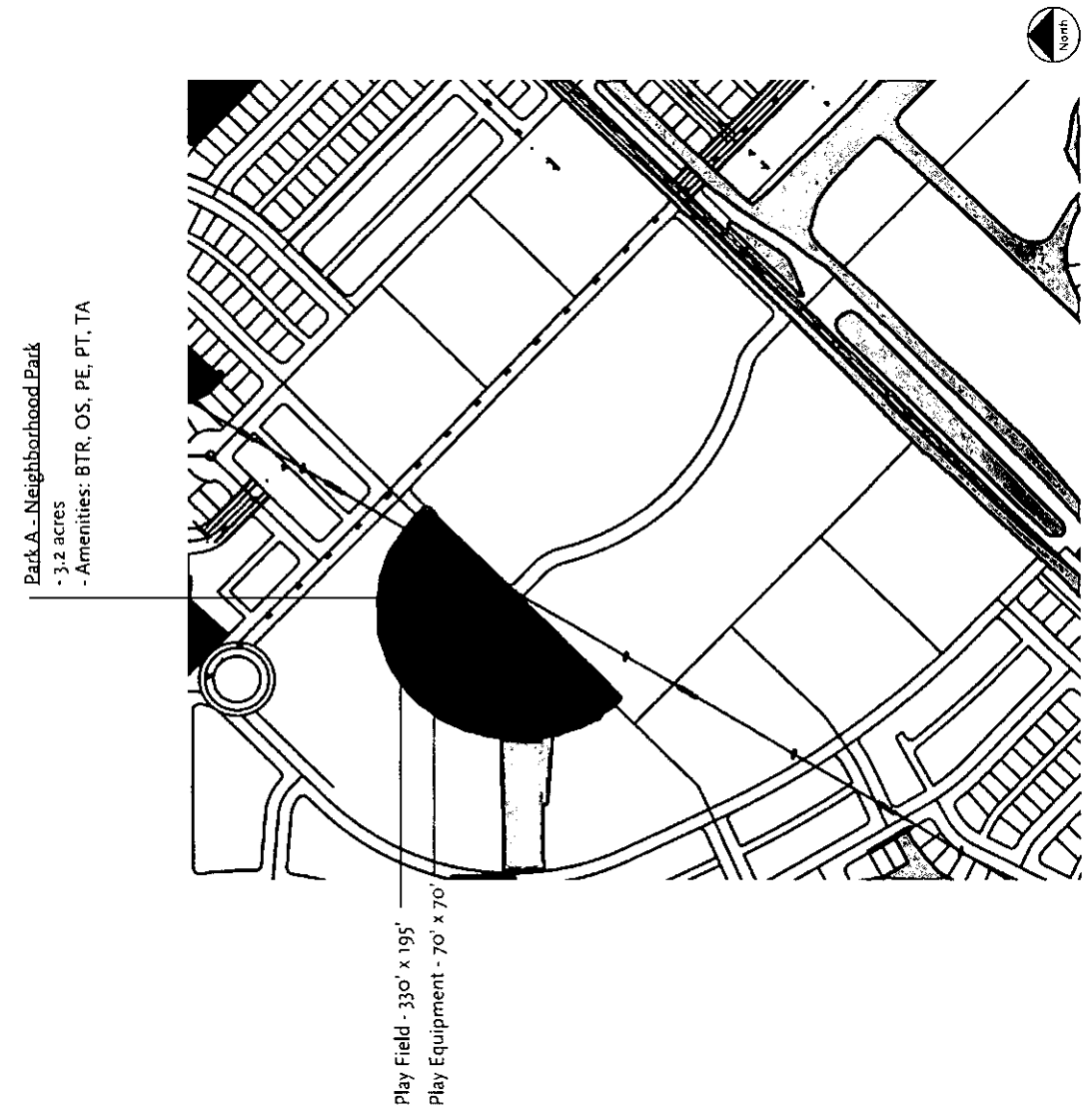
*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

Potential Clubhouse / Recreational facility location
 AOS - Active Open Space
 POS - Passive Open Space



PROPOSED ACTIVE OPEN SPACE

Riverview Neighborhood



Key Map

Legend

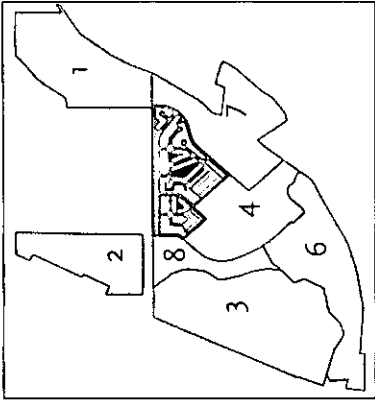
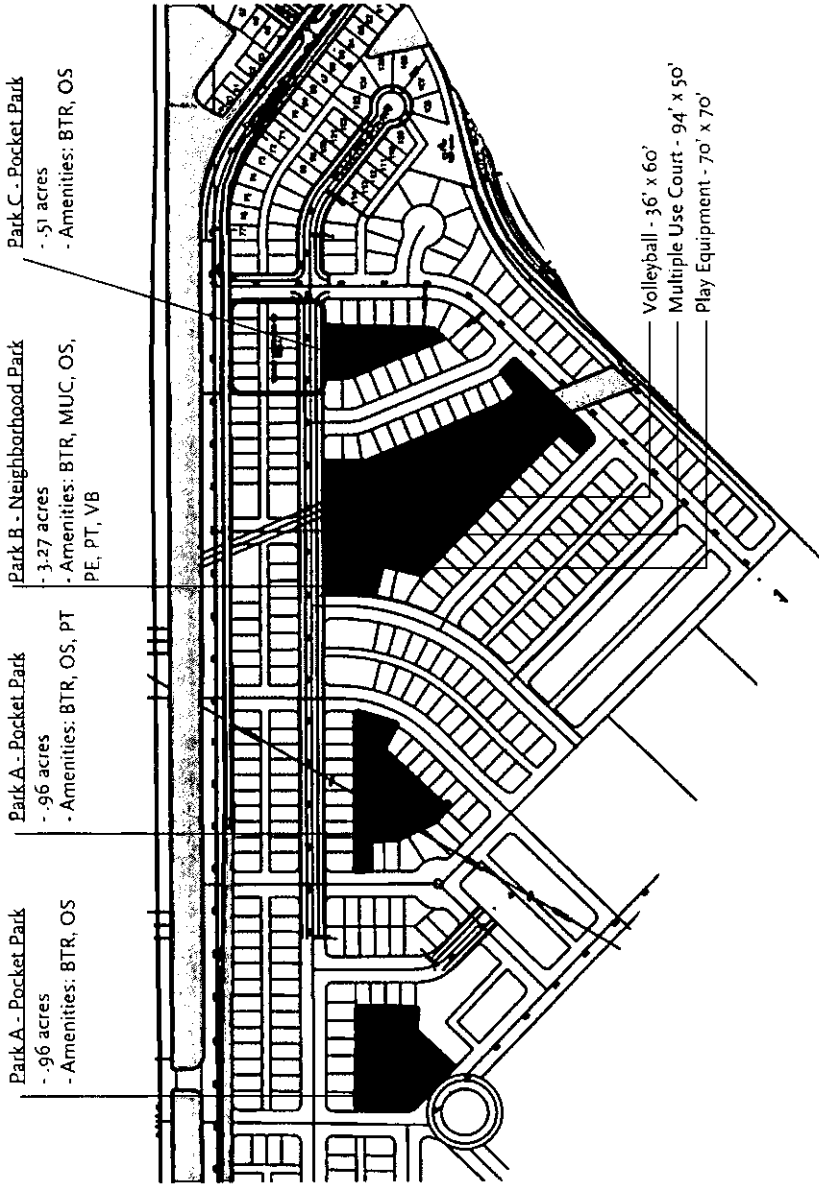
Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

	Potential Clubhouse / Recreational facility location
	AOS - Active Open Space
	POS - Passive Open Space

PROPOSED ACTIVE OPEN SPACE

Village Center Neighborhood



Key Map

Legend

Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

Potential Clubhouse / Recreational facility location

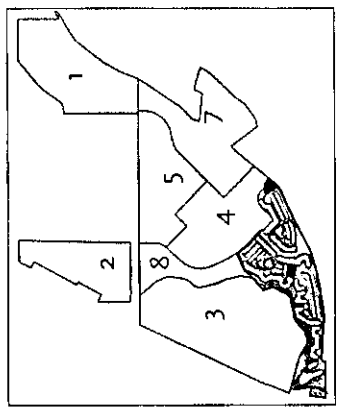
AOS - Active Open Space
 POS - Passive Open Space

PROPOSED ACTIVE OPEN SPACE

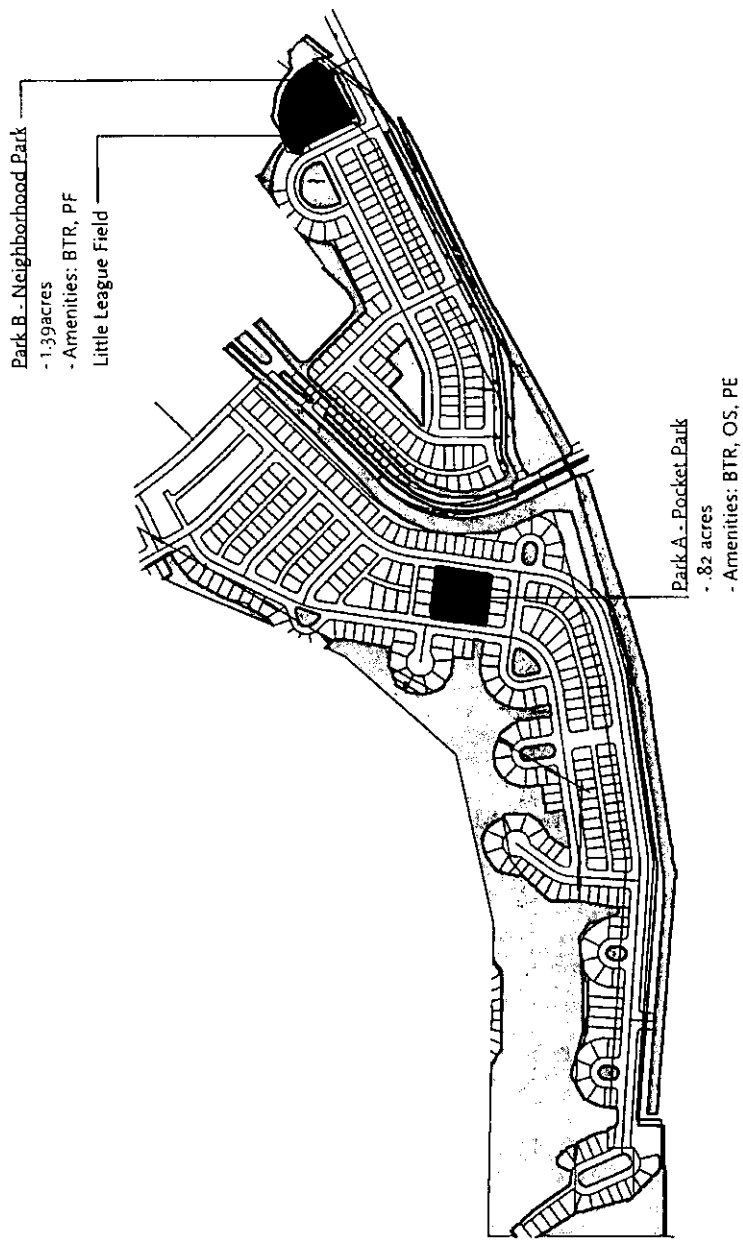
Northview Neighborhood

PROPOSED ACTIVE OPEN SPACE

South Bluffs Neighborhood






Key Map

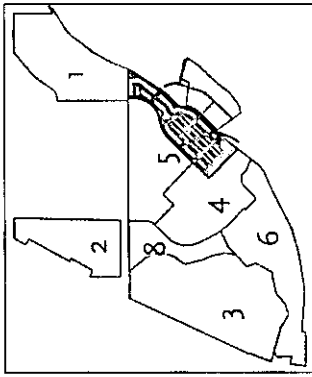


Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

	Potential Clubhouse / Recreational facility location
	AOS - Active Open Space
	POS - Passive Open Space





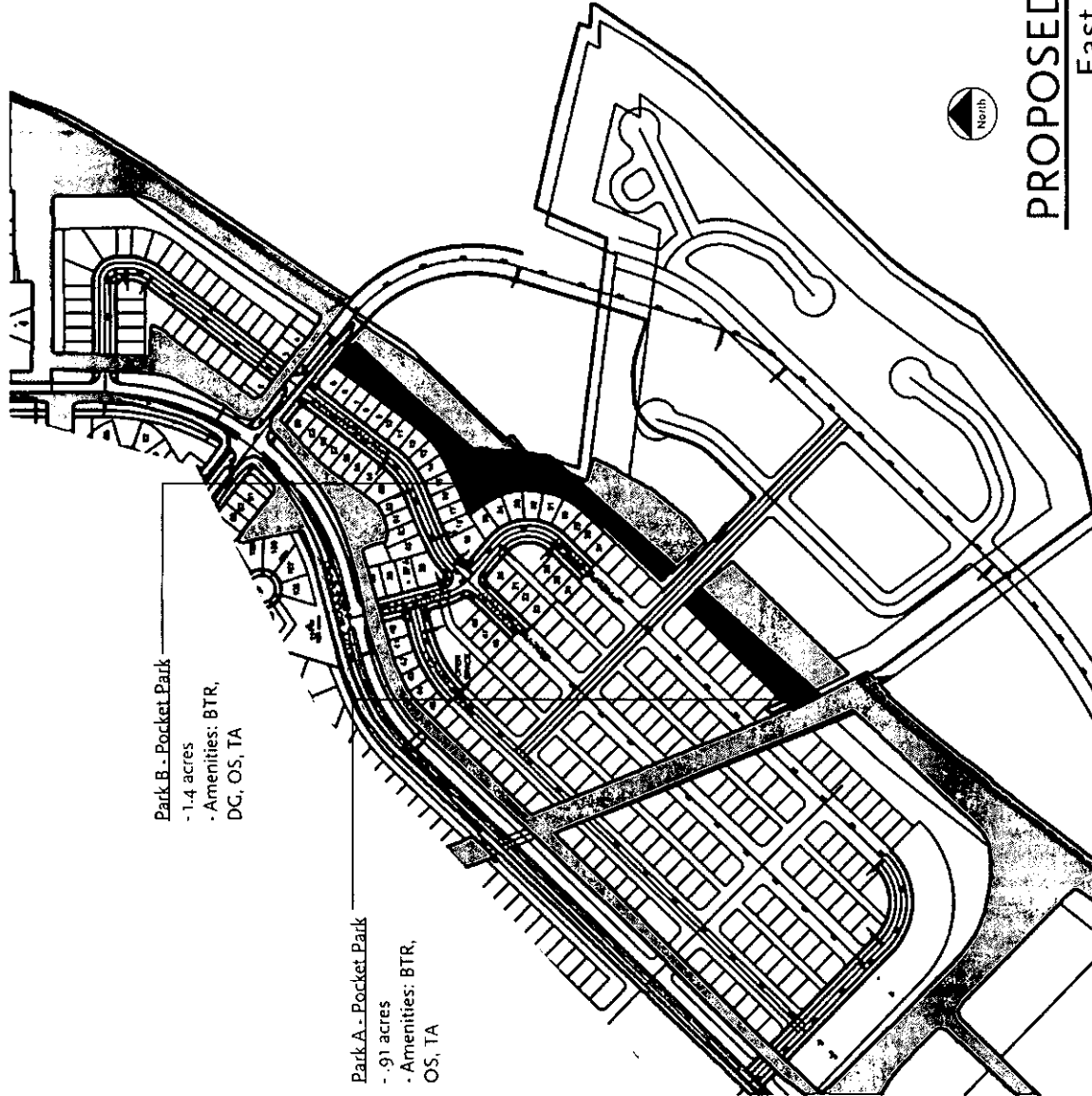
Key Map

Legend

Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

	Potential Clubhouse / Recreational facility location
	AOS - Active Open Space
	POS - Passive Open Space

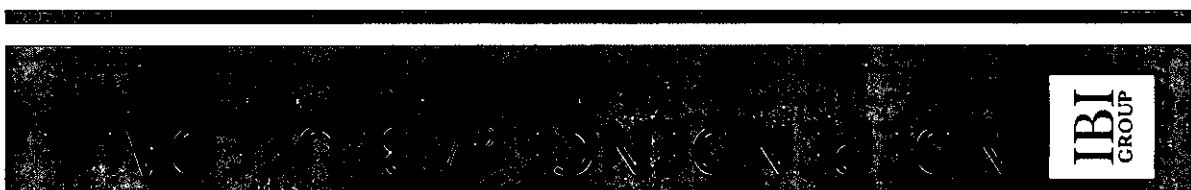


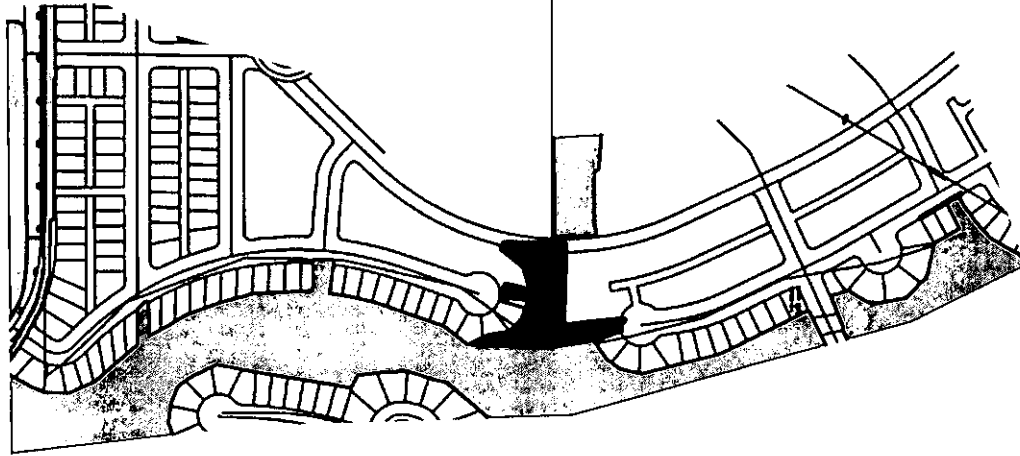
Park B - Pocket Park
 - 1.4 acres
 - Amenities: BTR, DC, OS, TA

Park A - Pocket Park
 - .91 acres
 - Amenities: BTR, OS, TA

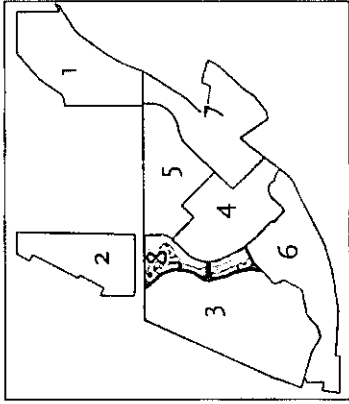
PROPOSED ACTIVE OPEN SPACE

East Bench Neighborhood





Park A - Pocket Park
 - 1.23 acres
 - Amenities: BTR, OS, TA






Key Map

Legend

Symbol	Amenity*
BTR	Benches / Trash Receptacles
DG	Disk Golf
HS	Horseshoe Pits
MUC	Multiple Use Court
OS	Open Space
PE	Play Equipment
PF	Play Field
PT	Picnic Tables
TA	Trail Access
VB	Volleyball

*Note: The following are minimal park venues. Developer has the sole and exclusive option to upgrade and adapt park venues.

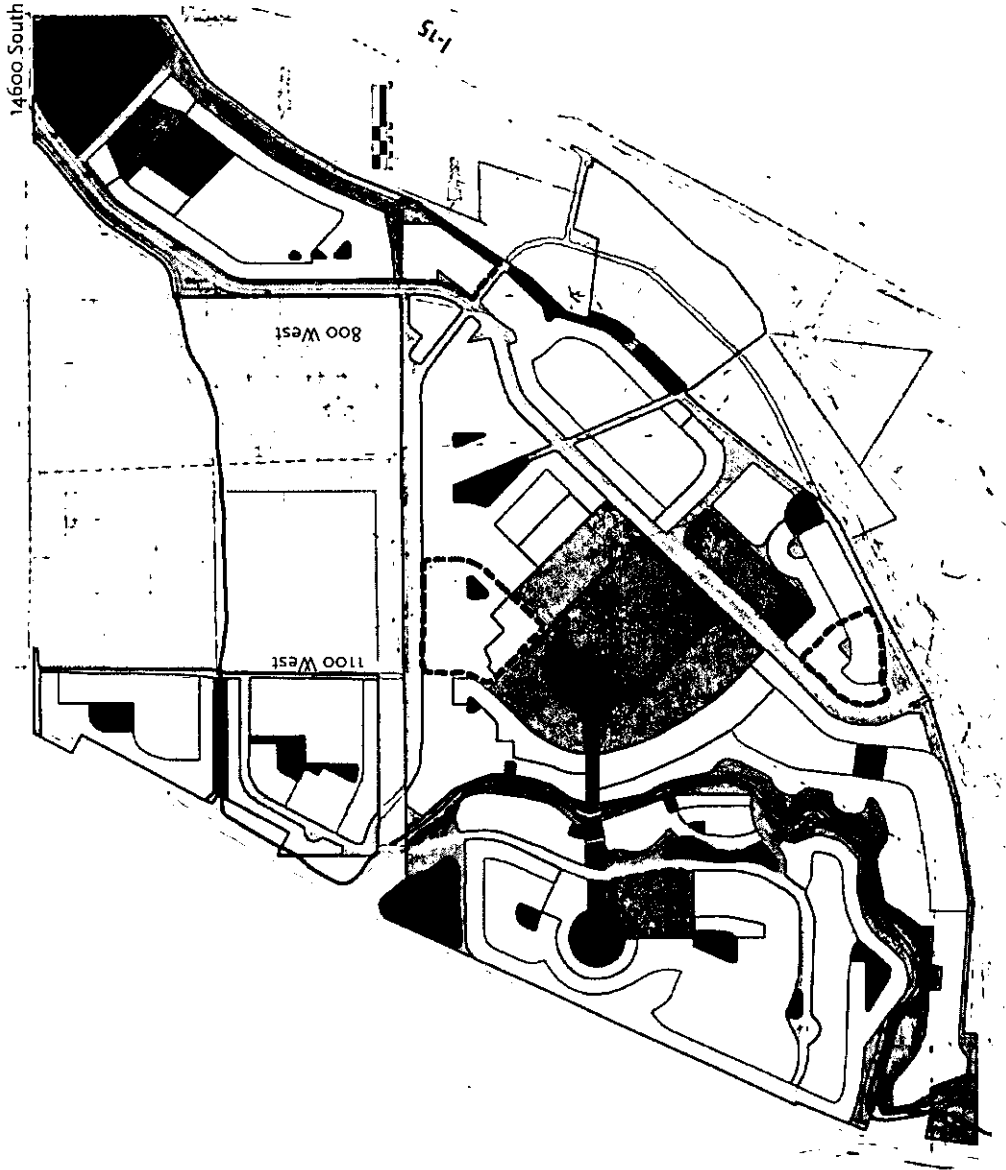
	Potential Clubhouse / Recreational facility location
	AOS - Active Open Space
	POS - Passive Open Space

PROPOSED ACTIVE OPEN SPACE

Bluffs Neighborhood

EXHIBIT E

Diagram of the Property



Legend

- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMF1 - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- O - Office
- AOS - Active Open Space
- POS - Passive Open Space
- Possible School Site
- Possible Church Site



PROPOSED ZONES PLAN
Comprehensive Plan

BLUFFDALE UTAH

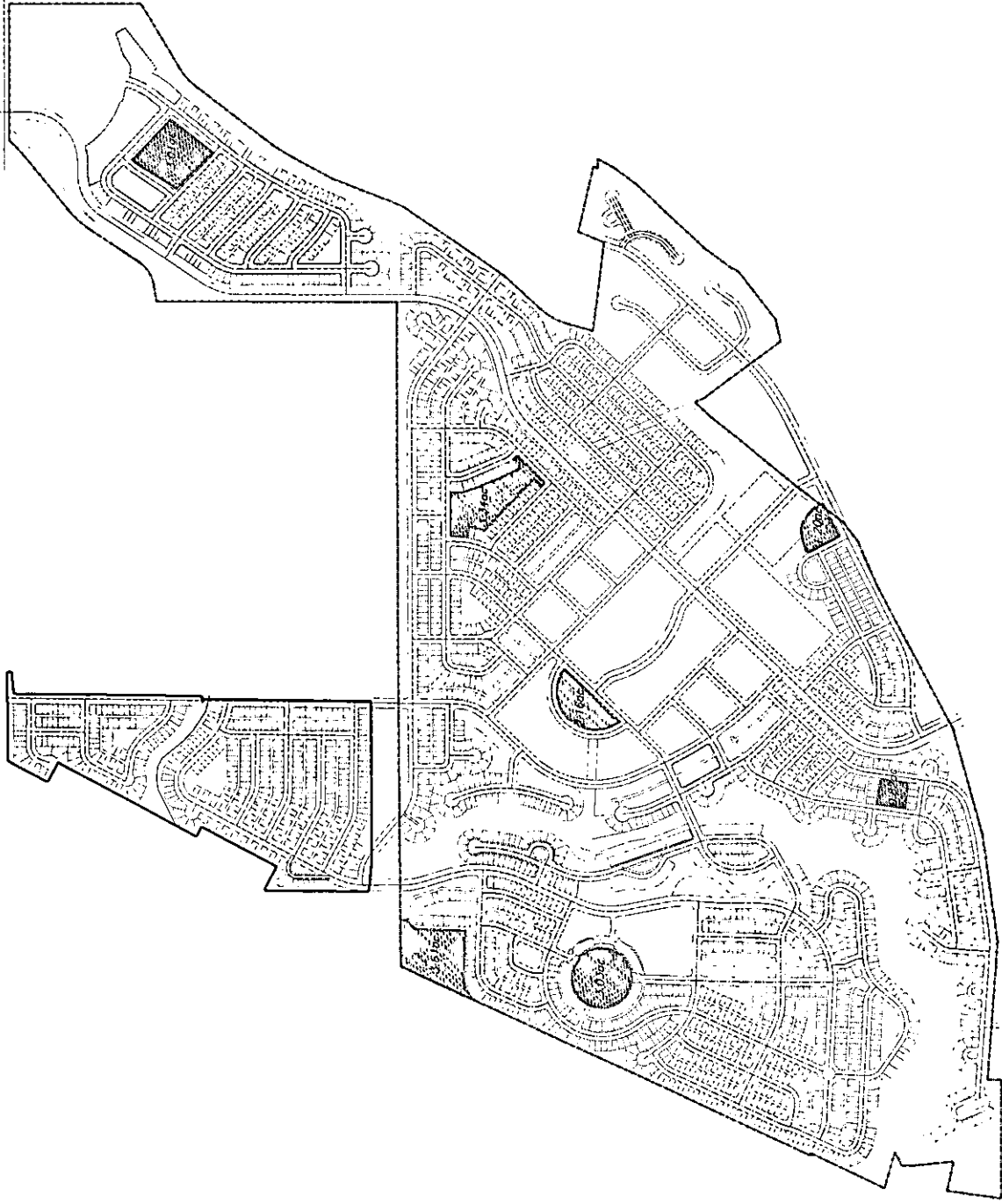
INDEPENDENCE & BLUFFDALE

IBI GROUP

August 2004
Page 60

EXHIBIT F

Diagram of Parks Receiving Secondary Water



SECONDARY WATER SERVICE AREA



DATE: 08/11/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: 08/11/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: 08/11/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DATE: 08/11/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]

SHEA DEVELOPMENT
 Orange, Utah

Secondary Irrigation Areas
 Independence Project

SHEET 05.1

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT FOR
INDEPENDENCE AT BLUFFDALE**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR INDEPENDENCE AT BLUFFDALE (the "First Amendment") is made and entered into this 11th day of March, 2008 by and between BLUFFDALE CITY, a Utah municipal corporation (the "City"), and ARTEMIS INVESTMENTS, LLC, a Utah limited liability (the "Developer").

RECITALS

A. The City and the Developer entered into a Development Agreement on December 11, 2007 (the "Development Agreement").

B. Pursuant to the Development Agreement, the Developer owns, or has the right to develop, approximately 536.15 acres of unimproved real property (the "Property").

C. The Developer proposes development of 50.39 acres as phase one of the Project ("Phase 1"). Phase 1 is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

D. Under Section 11.35 of the City's Subdivision Ordinance, the City can withhold building permits for residential construction until all public improvements have been completed.

E. The City and the Developer desire to modify by this First Amendment the requirements imposed under Section 11.35 for certain subdivision improvements, all as outlined in this First Amendment.

F. All capitalized terms not defined herein shall have the meanings given to them in the Development Agreement.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this First Amendment and made a part hereof.

2. Phase 1 Construction.

a. Approval of Phase 1 Construction Drawings. The construction drawings for Phase 1 describe the roads, lots, and utility improvements and the associated public and private amenities within Phase 1 (the Construction Drawings"). These Construction

Drawings address engineering required by the City under the Subdivision Ordinance for the Phase I and the City's approval of such engineering shall be in accordance with the City Ordinances.

b. Coordination of Improvements. Under Section 11.35 of the Subdivision Ordinance, all public improvements and amenities must be installed prior to the issuance of building permits. While the Construction Drawings outline all public improvements and amenities that are required for Phase I, it is not practical to require the completion of all public improvements and amenities prior to the issuance of building permits. For example, the Developer does not have the authority to control the timing of the construction of all required public improvements. In some cases, third-party entities, such as the canal company, are imposing timing requirements for improvements that would delay completion of the work up to 6 months. Additionally, there are some public amenity improvements, such as the fence along Bluff Boulevard, which would be impacted by subsequent construction activities. In recognition of these problems, the City agrees to agree to issue building and occupancy permits in Phase I prior to the completion of certain improvements listed in this First Amendment (the "Exempt Improvements").

c. Exempted Improvements. The following improvements shall be deemed Exempt Improvements, which shall not be required to be completed prior to the issuance of building and occupancy permits in Phase I:

i. 14600 South canal bridge lengthening.

ii. Fencing and HOA landscaping along Bluff Boulevard, for Phase I (Lots 1 to 18 and 49 to 51) and subsequent phases, at the back of the homes which are adjacent to Bluff Boulevard.

d. Control of Improvement Schedule. The schedule for completion of the Exempt Improvements shall be coordinated with the City Staff through the Development Review Committee. The 14600 South Canal bridge lengthening shall be completed before April 14, 2009 for the 2009 irrigation season. These Exempt Improvements shall be included in the improvements bond for all other Phase I improvements to ensure construction of such improvements in accordance with the specifications and timeline approved by the City Staff.

3. Superceding Effect. This First Amendment shall not be deemed to amend, modify, rescind, revoke or alter the Development Agreement except to the extent expressly set forth herein. To the extent of any conflict between the Development Agreement and this First Amendment, this First Amendment shall control. As amended, the Development Agreement remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this First Amendment by and through their respective, duly authorized representatives as of the day and year first herein above written.

“CITY”

BLUFFDALE CITY

By: *Claudia Anderson*

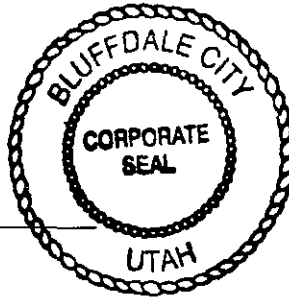
Claudia Anderson

Its: Mayor

ATTEST:

Jeddie K. Bue

“DEVELOPER”



ARTEMIS INVESTMENTS, LLC

By: *Mark Shea*

Mark Shea

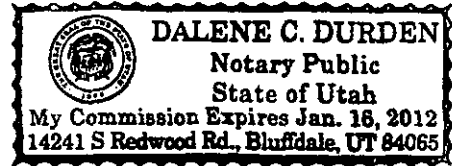
Its: Manager

CITY ACKNOWLEDGMENT

On the 2nd day of April, 2008, personally appeared before me Claudia Anderson, who being duly sworn, did say that she is the Mayor of BLUFFDALE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Claudia Anderson acknowledged to me that the City executed the same.

Notary Public

Dalene Churden
My Commission Expires: 01-16-2012
Residing at: Bluffdale, Utah



DEVELOPER ACKNOWLEDGMENT

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

On the 31st day of March, 2008, personally appeared before me Mark Shea who being by me duly sworn did say that he is the Manager of Artemis Investments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public

Kami Sage

My Commission Expires: 12-12-2011
Residing at: 11891 So. Buckwheat Way Riverton

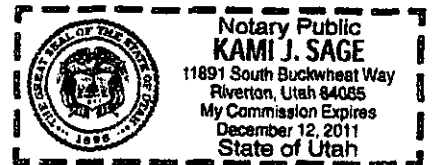


EXHIBIT A

Phase 1 Plat

