

When recorded, return to:  
 Midvale City  
 655 W. Center St.  
 Midvale, UT 84047

10964677  
 06/03/2010 03:29 PM \$84.00  
 Book - 9830 Pg - 7011-7048  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 NATIONAL TITLE AGENCY LLC  
 5295 S COMMERCE DR #250  
 MURRAY UT 84107  
 BY: SLR, DEPUTY - WI 38 P.

38

**DEVELOPMENT AGREEMENT FOR  
 EAST RIVERWALK RESIDENTIAL PROJECT WITHIN  
 THE RIVERWALK MASTER PLANNED DEVELOPMENT  
 MIDVALE CITY, UTAH**

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is entered into as of this 12 day of May, 2010 by and among First Utah Bank, its successors and assigns ("Bank"), East Riverwalk, LLC, a Utah limited liability company ("Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale" or "City") for the East Riverwalk Residential Project, which is a portion of that certain sub area of the Bingham Junction Project known as Riverwalk at Bingham Junction located in Midvale City, Utah.

A. Master Development Agreement. Bank, Developer and Midvale acknowledge the existence and continuing applicability of that certain Master Development Agreement for the Bingham Junction Project dated April 6, 2005, and that certain Development Agreement for the Riverwalk Sub Area of the Bingham Junction Project dated August 1, 2006 ("Riverwalk Agreement"), both of which are binding upon and inure to the benefit of the Bank and Developer in the ownership and development of this portion of the Bingham Junction Project. Bank, Developer and Midvale desire to enter into this Development Agreement in order to address various issues specific to this portion of the Bingham Junction Project while recognizing that the remaining provisions of the Master Development Agreement and the Riverwalk Agreement continue to be applicable and remain in full force and effect.

B. East Riverwalk Residential Project. Bank is the owner of a certain portion of the Property which is subject to the Master Development Agreement for the Bingham Junction Project and the Riverwalk Agreement. This portion of the property is known as Lot 3B of the Riverwalk at Bingham Junction Lot 3 & Open Space Amended Subdivision and is located north of River Gate Drive, and is bordered by the Parkview at Riverwalk Project and Midvale City Park on the west and the Midvale/Murray municipal boundary on the north. This property (the "East Riverwalk Property") is specifically described in Exhibit A attached hereto. The development intent for the East Riverwalk Property is a single-family residential project to be known as the "East Riverwalk Project". The East Riverwalk Project shall be developed in a number of phases, as determined by Developer. Developer and Bank have entered into a purchase agreement ("Purchase Agreement") whereby Developer has agreed to purchase from Bank, and Bank has agreed to sell to Developer the East Riverwalk Property. The Purchase Agreement provides Developer

shall acquire, within 7 days of City's approval of the first Subdivision Plat for the East Riverwalk Project, the portion of the East Riverwalk Property consisting of phase 1 through 3 including 63 lots together with corresponding streets, parks and open space.

C. Small Scale Master Plan and Subdivision Approval. Midvale has approved a Small Scale Master Plan, subject to specific conditions of approval, for the East Riverwalk Project and Developer has submitted to the City for approval a Subdivision Plat and Declaration of Covenants, Conditions and Restrictions for the East Riverwalk Project (the "East Riverwalk CC&Rs"). These shall be deemed to qualify as Developer's submittal of a Small Scale Master Plan under the Master Development Agreement and the amended provisions of the Bingham Junction Zone as set forth in Section 17-7-9.2 of the Midvale City Code ("Amended BJ Zone").

NOW THEREFORE, in consideration of the above recitals, the parties agree as follows:

## **Article 1 The Project**

**1.1** Legal Description of Property. The property covered by this Development Agreement consists of approximately 17.87 acres of land located at approximately 838 West River Gate Drive. This property is more fully described in Exhibit A attached hereto.

**1.2** Project Description. The East Riverwalk Project covered by this Development Agreement consists of 126 detached, single-family residential units with a public and private street system, improved open space and recreation amenities as more fully described and shown in Exhibit B.

**1.3** Project Approval. Pursuant to the Midvale City Zoning and Subdivision Ordinance, the East Riverwalk Project as more particularly described in Section 1.2 above, has been approved under the Bingham Junction Zone provisions (Chapter 17-7-9), the Riverwalk Zone provisions (Chapter 17-7-9.12.1) and the Subdivision Ordinance (Title 16). This approval includes a Small Scale Master Plan and Preliminary Subdivision Plats. The review and approval process included lawfully advertised public hearings with the Midvale City Planning Commission on January 10, 2007, January 9, 2008 and March 10, 2010 and the City Council on April 20, 2010. Midvale acknowledges and agrees that Developer shall have the vested right to develop and construct the East Riverwalk Project in accordance with the provisions of the Amended Bingham Junction Zone, the Riverwalk Zone, the Master Development Agreement, the Riverwalk Agreement, this Development Agreement, and other applicable ordinances and regulations of the City. Staff approval of Final Site Plans will be required to ensure all conditions of the Small Scale Master Plan approval are satisfied before construction can commence. City Council approval of Final Subdivision Plats will be required before single-family residential lots can be sold.

**Article 2**  
**Subdivision Improvements and Performance Bond**

**2.1** Security for Off and On Site Public Improvements. The Developer agrees to complete all required off-site and on-site public improvements related to the East Riverwalk Project in accordance with the approved Construction Plans for the East Riverwalk Project. The Developer shall guarantee such improvements through one or more Subdivision Improvements Performance Bonds consistent with the City's Subdivision Ordinance, which provides the financial security for the public improvements, including, but not limited to, water, sewer, curb and gutter, sidewalk and street improvements, surface drainage, street trees, fiber optic conduit, street lighting, and other public improvements. The City and Developer agree that the foregoing public improvements shall be developed within the East Riverwalk Project in a number of phases. The improvements performance bonding for such improvements shall likewise be phased in a manner generally consistent with such development phasing. The developer acknowledges certain public improvements will need to be bonded for and constructed beyond the established phasing lines shown on the overall development plan to function properly. The Developer agrees to bond for and construct the public improvements in such a manner as to ensure the public improvements as shown in Exhibit C.

**2.2** Declaration of Covenants, Conditions and Restrictions (CC&R's). The East Riverwalk Project shall be part of a common homeowners association, which among other things, shall be responsible for the short term and long term maintenance of private streets, common areas and facilities, common area landscaping, and other common area responsibilities, all as more particularly set forth in the East Riverwalk CC&Rs. Expressly included as part of the homeowners association's responsibilities is the snow removal in the areas designated in Exhibit D, and overseeing the continued maintenance and upkeep of houses and private yards in accordance with the approved development plan. Upon recordation of a Subdivision Plat for each phase of the East Riverwalk Project, the applicable portion of the East Riverwalk Property shall be annexed to the East Riverwalk CC&Rs by Developer.

**Article 3**  
**Specific Conditions of Master Planned Development**

**3.1** Agreement to Comply with Specific Conditions of Approval. The Developer agrees to the following conditions of approval:

**3.1.1** Development Layout:

- 3.1.1.1 The East Riverwalk Project shall be constructed in accordance with the approved Small Scale Master Plan, Exhibit B, with regard to layout and design.
- 3.1.1.2 All residential units shall be constructed within the designated building pad area shown on each lot, excepting that the front entry porch may encroach eight feet into the front setback.

- 3.1.1.3 In all cases where garage doors face the public street or parking court, a porch element or building living area shall be extended at least two feet in front of the garage door. Garage doors must be setback a minimum of 18 feet from the property line. In cases where garage doors face the public street, the garage door shall be recessed a minimum of two feet behind the front line of the building living area. Porches, bay windows and similar projections are not considered building living area.
  - 3.1.1.4 Each dwelling unit shall have a private rear yard of at least 300 square feet.
  - 3.1.1.5 The side yard setbacks between dwelling units shall comply with the Building Code and provide the following separations between units: 10 feet between one-story units; 10 feet between a one-story unit and a two-story unit; and 14 feet between two-story units.
  - 3.1.1.6 A perimeter project fence is required and shall be constructed in phases consistent with the phasing plans for the Project. This fence shall be a six-foot high, tan vinyl, privacy fence and shall be constructed along the project boundary, with the exception of the River Gate Drive frontage and across trail sections. Fencing shall also be constructed around the side and rear yards directly adjacent to any common areas. This is illustrated on Exhibit D. Fencing shall not be allowed in any front yards. Side yard fences shall be held back from the front plane of the dwelling unit. All fencing shall comply with Section 17-7-9.1.5 F of the Zoning Ordinance.
- 3.1.2 Landscaping:
- 3.1.2.1 The East Riverwalk Project shall comply with the Overall Landscape Plan with regard to planting areas, turf areas, and street trees as shown on Exhibit E.
  - 3.1.2.2 Interior project street trees are required to be planted at a rate of at least one tree per forty feet of frontage. These trees may be grouped or planted at reasonable intervals.
  - 3.1.2.3 Efforts shall be made to buffer all side and rear fences that are within public view with landscaping. Installing this landscaping shall be the Developer's responsibility.
  - 3.1.2.4 Detailed landscaping and irrigation plans for all common areas and along the public street shall be submitted as part of a Final Site Plan review and approval. These plans shall comply with Sections 17-7-9.5 C, 17-7-9.5 D and 17-7-9.12.1.5 G of the Zoning Ordinance. Installing this landscaping and irrigation shall be the Developer's responsibility.
  - 3.1.2.5 Each lot shall be landscaped as generally shown on the Typical Planting Plans included as Exhibit F. Installing this landscaping and irrigation in the front yards is the Developer's responsibility and must be completed prior to occupancy of the dwelling unit.

3.1.3 Housing Product and Architecture:

- 3.1.3.1 The East Riverwalk Project shall include the six housing types included in Exhibit G.
- 3.1.3.2 All primary exterior materials and colors used in the project shall be chosen from the materials and colors included in Exhibit H. Stucco may also be used as a primary wall material in limited amounts as described in 3.1.3.3 below. The stucco shall be earth tone colors, not to include white or gray, that compliment the other colors and materials on the dwelling.
- 3.1.3.3 Stucco shall be used only in limited amounts. It shall not exceed 25% on any front elevation or elevation facing the public street. It shall not exceed 50% on all other elevations.
- 3.1.3.4 All efforts shall be made to vary the housing types and colors throughout the project.

3.1.4 Trail System and Amenity Package:

- 3.1.4.1 The East Riverwalk Project shall include a portion of the continuous trail system that serves the Bingham Junction area and shall link to Lot 3A of the "Riverwalk at Bingham Junction Lot 3 & Open Space Amended Subdivision" to the east and the Midvale City Park to the west. The trail shall be at least eight feet wide and include stamped asphalt or concrete at pedestrian crosswalks. This trail system is shown on the Overall Landscape Plan in Exhibit E. Construction of the trail system shall be phased consistent with the phasing plans for the Project.
- 3.1.4.2 Recreation amenities for the East Riverwalk Project shall be constructed as part of Phase 1 as shown on the Overall Landscape Plan in Exhibit E.

3.1.5 Riverwalk Thematic Elements:

- 3.1.5.1 Street lighting shall comply with the City's residential lighting standards and the Riverwalk Thematic Elements.
- 3.1.5.2 Benches and trash receptacles in the common areas shall comply with the Riverwalk Thematic Elements.
- 3.1.5.3 The street trees along River Gate Drive shall comply with the Riverwalk Thematic Elements.
- 3.1.5.4 Way finding signs and crosswalk treatments shall comply with the Riverwalk Thematic Elements.

3.1.6 Final Site Plan Approval:

- 3.1.6.1 The Developer shall prepare and submit a Final Site Plan for each phase of the project that is consistent with the Small Scale Master Plan and complies with the provisions of this Development Agreement, the Zoning Ordinance, and all requirements of the City

- Engineer, Fire Marshal and Building Official. This submittal shall include layout, landscaping, irrigation, grading, infrastructure, trails, sidewalks, street lighting, building elevations and any other details of the project required for review and approval.
- 3.1.6.2 Performance bonds for public improvements in each phase shall be in place prior to any construction on that phase of development.
- 3.1.7 Final Subdivision Plat Approval:
- 3.1.7.1 The Developer shall prepare final subdivision plats to be reviewed and approved by the City Engineer and City Council.
- 3.1.7.2 The final subdivision plats shall include the approved building pads for each lot as reflected on the January 9, 2008 approved Small Scale Master Plan for the Property, and notes regarding building separation and garage location.
- 3.1.7.3 The Developer shall obtain a water and sewer availability letter prior to the final subdivision plats being recorded.
- 3.1.7.4 The Developer shall provide evidence that a courtesy notice has been sent to Questar Gas, Rocky Mountain Power, Comcast Cable, Utopia and Qwest Communications regarding the utility easements on the subdivision plats prior to the subdivision plats being recorded.
- 3.1.7.5 The Developer shall prepare a declaration of covenants, conditions and restrictions (CC&Rs), including the creation of a homeowners association, for the development. This document shall address the required maintenance of private yards. This document shall be recorded concurrently with the subdivision plats.
- 3.1.7.6 Prior to a final subdivision plat approval, the Developer shall obtain final site plan approval for the specific phase of the project.

#### **Article 4 General Terms and Conditions**

**4.1** Construction of Agreement. This Development Agreement shall be constructed and interpreted to ensure that the Developer strictly complies with the requirements and conditions of the Small Scale Master Plan Development, the Zoning Ordinance, and the subdivision plat approval.

**4.2** Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the East Riverwalk Project, that language shall be deemed to refer to laws which apply to all other subdivided properties within Midvale City.

**4.3** Agreements to Run with the Land. This Development Agreement shall be recorded against the East Riverwalk Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors and assigns as described in 4.4 below.

4.4 Binding Effect. This Development Agreement shall be binding on any and all successors and assigns of the Developer in the ownership or development of any portion of the East Riverwalk Project or Property. No individual lot owner shall be responsible for Developer's obligations hereunder, except maintaining his/her house and yard in accordance with the approved development plan.

4.5 Assignment and Transfer of East Riverwalk Project. Any transfer or assignment of this Development Agreement shall comply with the provisions of Section 11.2 of the Master Development Agreement. Notwithstanding the foregoing, upon Developer's acquisition of the East Riverwalk Property or applicable portion thereof, Bank shall be automatically released from any and all obligations and liability arising under this Agreement with respect to all or such portion of the East Riverwalk Property acquired by Developer.

4.6 Duration. The term of this Development Agreement shall commence on the date the Development Agreement is executed by both parties. The term of this Development Agreement shall extend for the period of time Developer, its successors or assigns own any portion of the East Riverwalk Property, but in no event longer than the term of the Master Development Agreement as set forth in Section 12.1 thereof.

4.7 Notices. Any notice, confirmation or other communication hereunder shall be given in writing by mail or facsimile at the following addresses or numbers:

Midvale City:

Midvale City Manager  
655 W. Center St.  
Midvale, UT 84047  
FAX: (801) 567-0518

Midvale City Community & Economic Development Director  
655 W. Center St.  
Midvale, UT 84047  
FAX: (801) 567-0518

Midvale City Attorney  
655 W. Center St.  
Midvale, UT 84047  
FAX: (801) 567-0518

Developer:

Nathan Shipp  
1099 W. South Jordan Pkwy.  
South Jordan, UT 84095  
FAX: (801) 495-3415

Bank:

Nathan Anderson  
First Utah Bank  
11025 S. State St.  
Sandy, UT 84070  
FAX: (801) 523-8333

The Developer, City and Bank may change their addresses by notice given to the other parties as required above.

**4.8 Savings Clause.** If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of the Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, shall not be affected thereby or considered invalid.

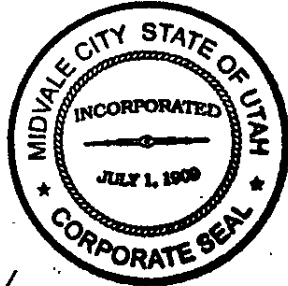
**4.9 Continuation of Terms of Master Development Agreement and Riverwalk Agreement.** All of the other provisions of the Master Development Agreement and Riverwalk Agreement which apply to the East Riverwalk Property, except as specifically modified herein, shall remain in full force and effect.

**4.10 Acknowledgment.** As owner of the East Riverwalk Property, the Bank hereby consents to the execution of this Development Agreement by the Developer, the City and the Bank and recording of the same with the Salt Lake County Recorder's office against the East Riverwalk Property. To the extent that the Bank retains ownership of any portion(s) of the East Riverwalk Property, the City, Developer and the Bank hereby expressly acknowledge and agree that unless the Bank elects in its sole discretion to engage in the physical development of the East Riverwalk Property, the Bank shall not have any performance or other obligations under this Development Agreement, whether such obligations relate to bonding, constructing improvements, or otherwise. Notwithstanding the foregoing, any future development of the portion of the East Riverwalk Property retained by the Bank, whether by the Bank or any successor(s) in interest to the Bank (as owner(s) of any portion of the East Riverwalk Property), shall be subject to, and occur in accordance with, the terms and conditions of this Development Agreement. The Developer, the City and the Bank further acknowledge and agree that, notwithstanding anything to the contrary herein, Developer shall not have any performance or other obligations under this Development Agreement, whether relating to bonding, constructing improvements, or otherwise, with respect to any portion of the East Riverwalk Property to which the Developer does not take title.



IN WITNESS WHEREOF, this Development Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, by a duly authorized representative of East Riverwalk, LLC (Developer), and by a duly authorized representative of First Utah Bank (Bank), as of the above stated date.

CITY:



MIDVALE CITY CORPORATION

By: John B. Seghini  
JoAnn B. Seghini, Mayor

ATTEST:

Rori L. Anderson  
Rori L. Anderson, MMC  
City Recorder

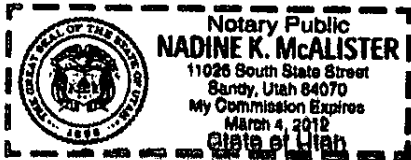
BANK:

First Utah Bank

By: Nathan Anderson  
Nathan Anderson,  
Its: Senior Vice President

Subscribed and sworn to me this 12 day of May, 2010

Nadine K. McAlister  
(Notary)



Residing in Salt Lake County, Utah  
My Commission expires: 3-4-12

DEVELOPER:

East Riverwalk, LLC

By: Nathan Shipp  
Nathan Shipp  
Its: Manager

Subscribed and sworn to me this 12 day of May, 2010

Kristen Zandi  
(Notary)



Residing in Salt Lake County, Utah  
My Commission expires: 11/13

## **EXHIBIT A**

### Legal Description

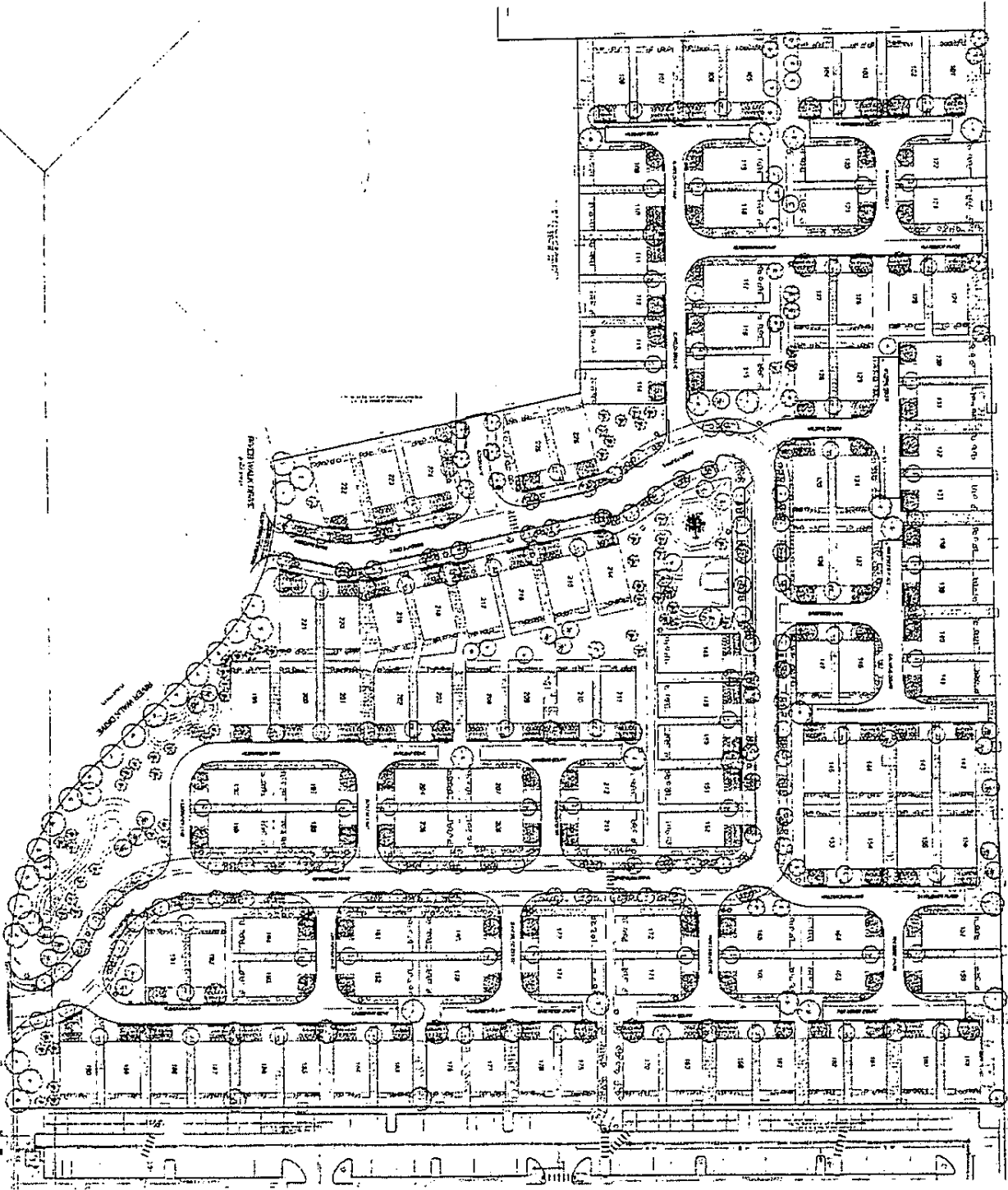
#### Boundary Description

All of Lot 3B, River Walk at Bingham Junction Lot 3 & Open Space Amended Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2007 at Page 169, Recorded #10065358.

Contains 778,503 sq. ft. or 17.87 acres.

21-23-476-008  
" " " -009

# **EXHIBIT B**



Project No. SP-1  
 Revision  
 Date  
 Scale  
 Drawing  
 Review

OVERALL SITE LANDSCAPE PLAN  
 CASTLEWOOD BIRCHDALE JUNCTION  
 DEVELOPMENT  
 WORKING 01



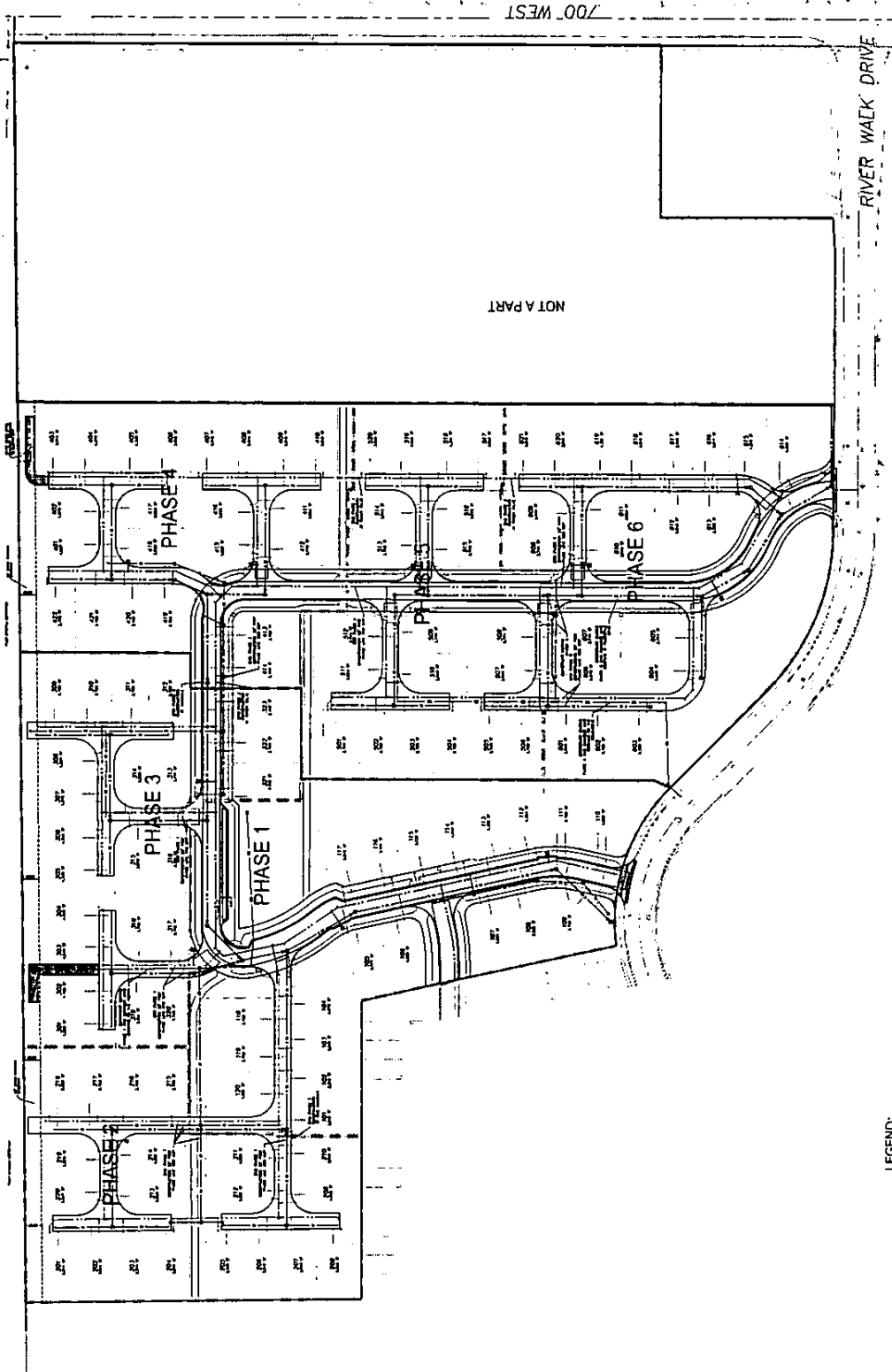
Castlewood  
 CASTLEWOOD DEVELOPMENT  
 CASTLEWOOD BIRCHDALE JUNCTION  
 DEVELOPMENT  
 WORKING 01



Starline  
 10000 100th Street  
 Richmond, BC V6V 2G9  
 Canada  
 Tel: 604-273-8888  
 Fax: 604-273-8889  
 Email: info@starline.com

Small Scale Master Plan

# **EXHIBIT C**



LEGEND:

- EXISTING SANITARY SEWER
- EXISTING OVERHEAD POWER
- EXISTING WATER MAIN
- EXISTING STORM DRAIN
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN
- PROPOSED BOUNDARY
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING STORM MANHOLE
- EXISTING STORM COMBO BOX
- EXISTING CATCH B/C N
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- 8" WATER GATE VALVE
- WATER BED IN THUNDERBOLT
- WATER FLOOR VALVE
- SANITARY SEWER MANHOLE
- SANITARY CLEAN OUT
- STORM MANHOLE
- STORM COMBO BOX
- STORM CATCH B/C N
- GRASSCREE WARDSCOPE
- ACCENTED STREET LIGHTING
- NO PARKING SIGN
- STOP SIGN
- STREET SIGN



East Riverwalk  
7200 South 700 West  
Midvale City, Utah  
UTILITY PHASING PLAN

NO.	DATE	DESCRIPTION
1	11/15/17	ISSUED FOR PERMIT
2	11/15/17	ISSUED FOR PERMIT
3	11/15/17	ISSUED FOR PERMIT
4	11/15/17	ISSUED FOR PERMIT
5	11/15/17	ISSUED FOR PERMIT
6	11/15/17	ISSUED FOR PERMIT
7	11/15/17	ISSUED FOR PERMIT
8	11/15/17	ISSUED FOR PERMIT
9	11/15/17	ISSUED FOR PERMIT
10	11/15/17	ISSUED FOR PERMIT

Sensibac Consulting  
 248 West 200 East, Suite 200  
 Midvale, UT 84047  
 Tel: 801.281.2500  
 Fax: 801.281.1871  
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# **EXHIBIT D**



Siamco Consulting Inc.  
 100 West 1000 South, Suite 100  
 Salt Lake City, UT 84119  
 Phone: (801) 488-1111  
 Fax: (801) 488-1111

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Phase	Area	Perimeter	Perimeter	Perimeter
1. PHASE 1	10,000	1,000	1,000	1,000
2. PHASE 2	10,000	1,000	1,000	1,000
3. PHASE 3	10,000	1,000	1,000	1,000
4. PHASE 4	10,000	1,000	1,000	1,000
5. PHASE 5	10,000	1,000	1,000	1,000
6. PHASE 6	10,000	1,000	1,000	1,000
7. PHASE 7	10,000	1,000	1,000	1,000
8. PHASE 8	10,000	1,000	1,000	1,000
9. PHASE 9	10,000	1,000	1,000	1,000
10. PHASE 10	10,000	1,000	1,000	1,000
11. PHASE 11	10,000	1,000	1,000	1,000
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46. PHASE 46	10,000	1,000	1,000	1,000
47. PHASE 47	10,000	1,000	1,000	1,000
48. PHASE 48	10,000	1,000	1,000	1,000
49. PHASE 49	10,000	1,000	1,000	1,000
50. PHASE 50	10,000	1,000	1,000	1,000

Client/Project  
 EAST RIVERWALK, LLC  
 100 WEST SOUTH JORDAN PARKWAY  
 SOUTH JORDAN, UTAH 84095

Project Name  
 EAST RIVERWALK  
 CONCEPT AND WEST  
 MAIN LAYOUT PLAN

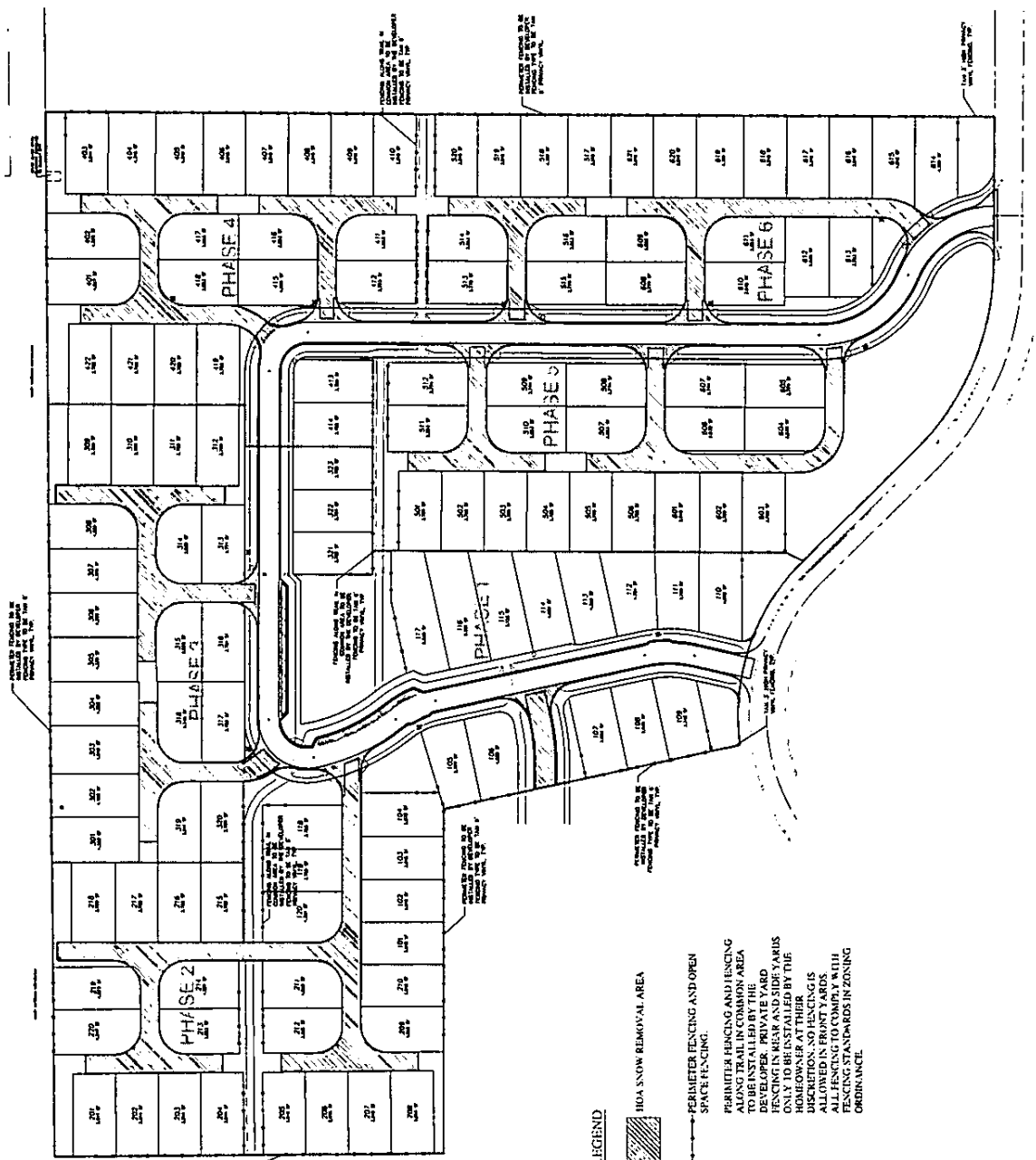
Phase No.  
 10000001

Sheet No.  
 EX-2

Scale  
 1" = 40'

North Arrow

0



**LEGEND**

100% SNOW REMOVAL AREA

PERIMETER FENCING AND OPEN SPACE FENCING.

PRIMITIVE FENCING AND FENCING ALONG TRAIL IN COMMON AREA TO BE INSTALLED BY THE DEVELOPER. PRIVATE YARD FENCING IN REAR AND SIDE YARDS ONLY TO BE INSTALLED BY THE DEVELOPER. FRONT YARD DISCRETION. NO FENCING IS ALLOWED IN FRONT YARDS. ALL FENCING TO COMPLY WITH FENCING STANDARDS IN ZONING ORDINANCE.



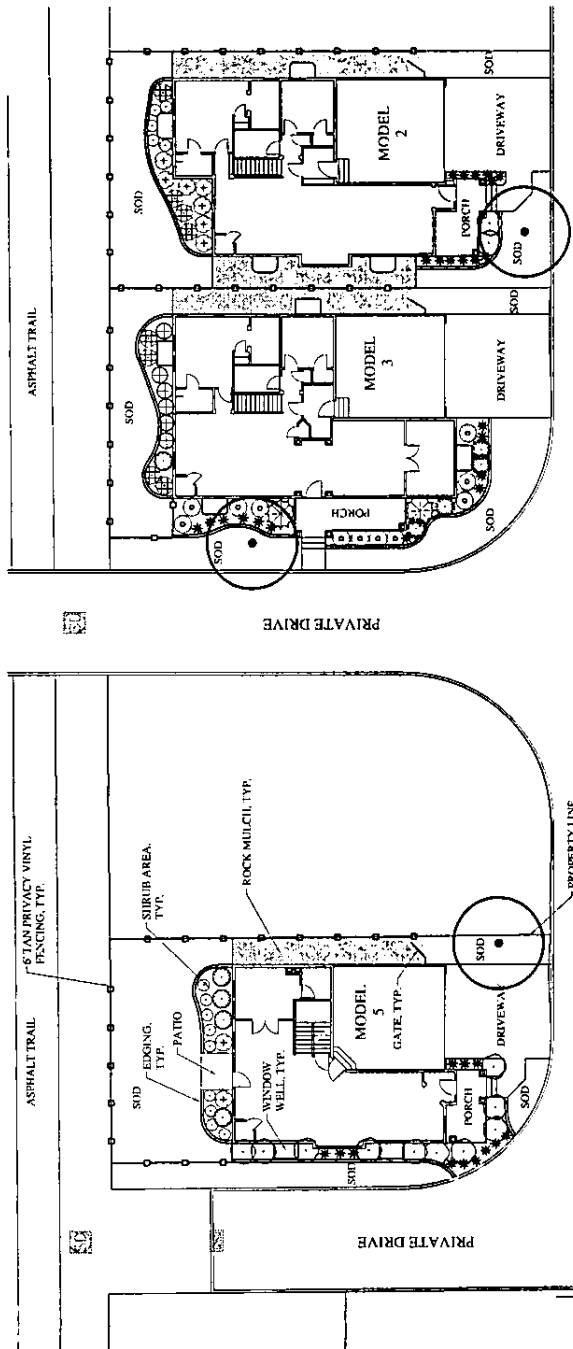
# **EXHIBIT E**



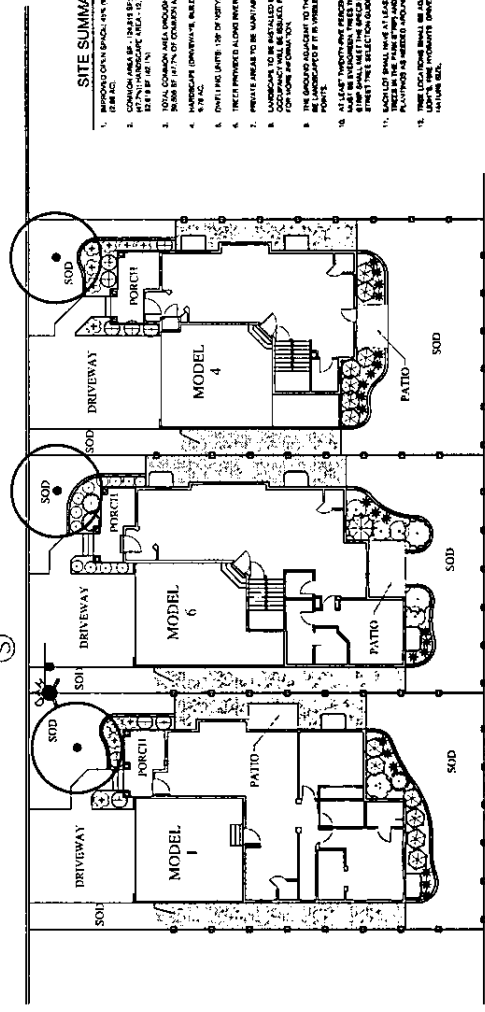
# **EXHIBIT F**

Starbuck Consulting Inc.  
 10100 S. 2600 E. Suite 200  
 Salt Lake City, UT 84120  
 Tel: 801 338 0200  
 Fax: 801 338 1177  
 www.starbuck.com

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\*\*TYPICAL LANDSCAPES SUBJECT TO CHANGE\*\*



**SITE SUMMARY**

1. IMPROVED DRIVE PAVEMENT IN THE ADJACENT COMMON AREA, TYP.
2. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
3. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
4. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
5. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
6. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
7. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
8. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
9. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
10. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
11. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
12. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
13. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
14. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.
15. 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN, AND 100% SOD PLANTING IN THE DRIVEWAY AREAS, AS SHOWN BY THE SITE PLAN.

**TREE LEGEND**

- 1. LARGE, MATURE TREES
- 2. MEDIUM, MATURE TREES
- 3. SMALL, MATURE TREES
- 4. NEW PLANTING
- 5. SHRUBS
- 6. PERENNIALS
- 7. ANNUALS
- 8. MULCH
- 9. ROCK MULCH
- 10. EDGING
- 11. PATIO
- 12. PORCH
- 13. DRIVEWAY
- 14. ASPHALT TRAIL
- 15. PRIVATE DRIVE
- 16. PROPERTY LINE

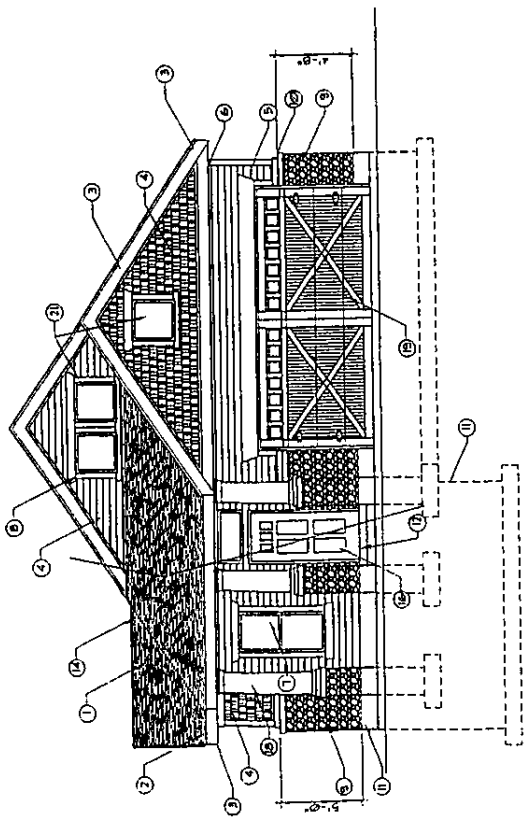
**PLANT SCHEDULE**

PLANT	RECOMMENDATION	QUANTITY	NOTES
1	Large, Mature Tree	1	Plant in driveway area
2	Medium, Mature Tree	2	Plant in driveway area
3	Small, Mature Tree	3	Plant in driveway area
4	New Planting	10	Plant in driveway area
5	Shrubs	15	Plant in driveway area
6	Perennials	20	Plant in driveway area
7	Annuals	25	Plant in driveway area
8	Mulch	100	Plant in driveway area
9	Rock Mulch	100	Plant in driveway area
10	Edging	100	Plant in driveway area
11	Patio	100	Plant in driveway area
12	Porch	100	Plant in driveway area
13	Driveway	100	Plant in driveway area
14	Asphalt Trail	100	Plant in driveway area
15	Private Drive	100	Plant in driveway area
16	Property Line	100	Plant in driveway area

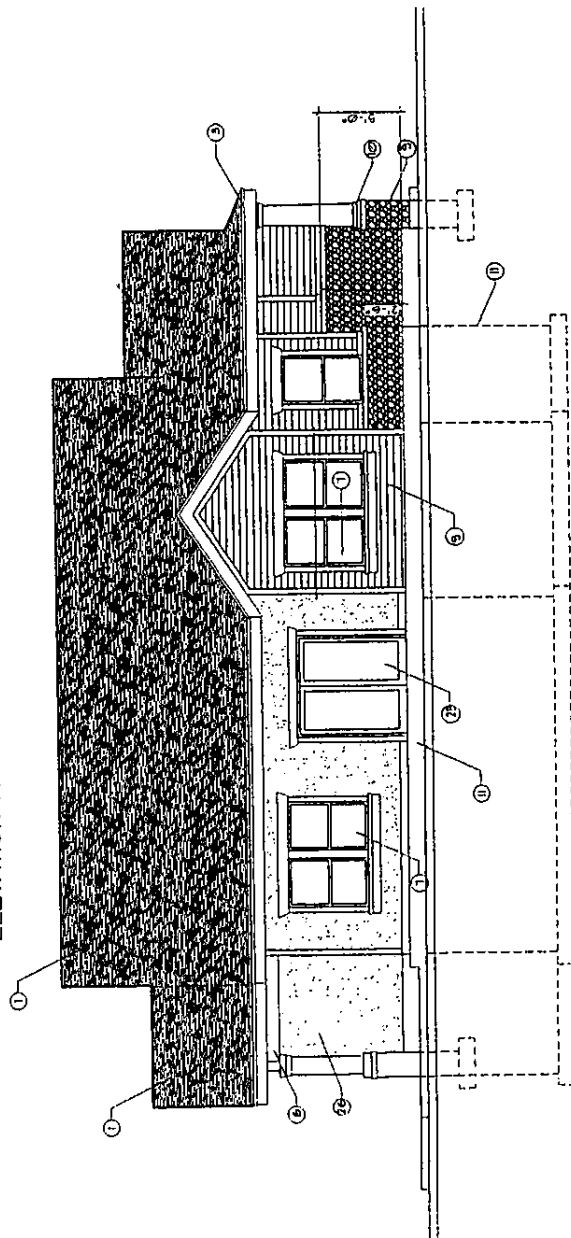
**PLANT SCHEDULE**

PLANT	RECOMMENDATION	QUANTITY	NOTES
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5	Shrubs	15	Plant in driveway area
6	Perennials	20	Plant in driveway area
7	Annuals	25	Plant in driveway area
8	Mulch	100	Plant in driveway area
9	Rock Mulch	100	Plant in driveway area
10	Edging	100	Plant in driveway area
11	Patio	100	Plant in driveway area
12	Porch	100	Plant in driveway area
13	Driveway	100	Plant in driveway area
14	Asphalt Trail	100	Plant in driveway area
15	Private Drive	100	Plant in driveway area
16	Property Line	100	Plant in driveway area

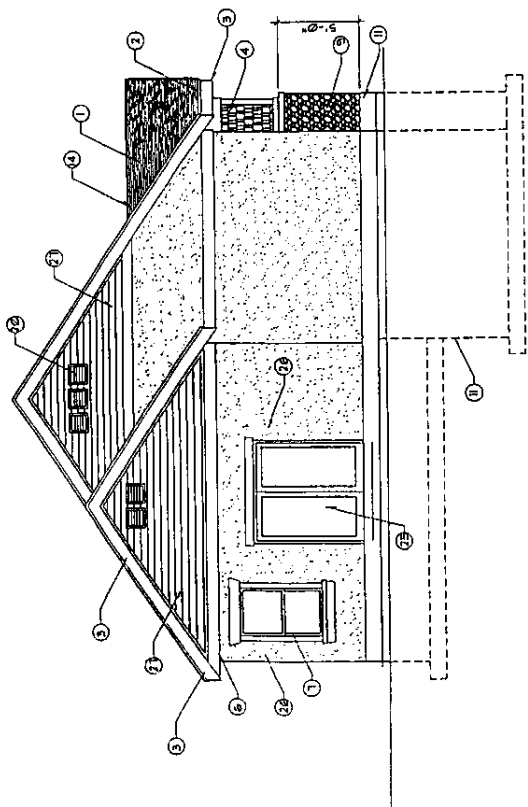
# **EXHIBIT G**



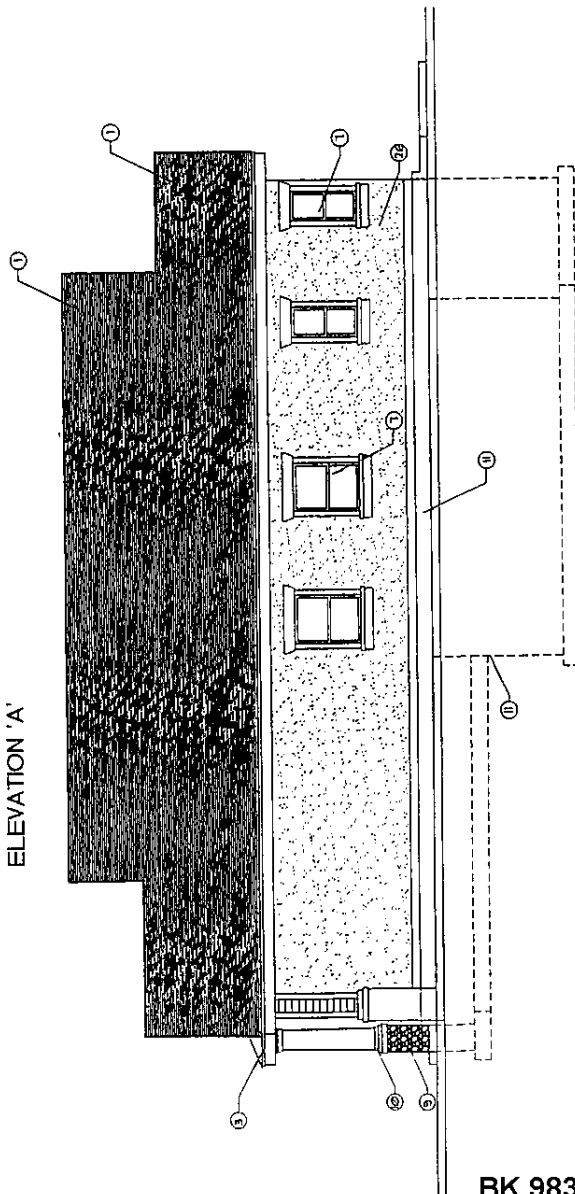
FRONT ELEVATION - RAMBLER #1  
ELEVATION 'A'



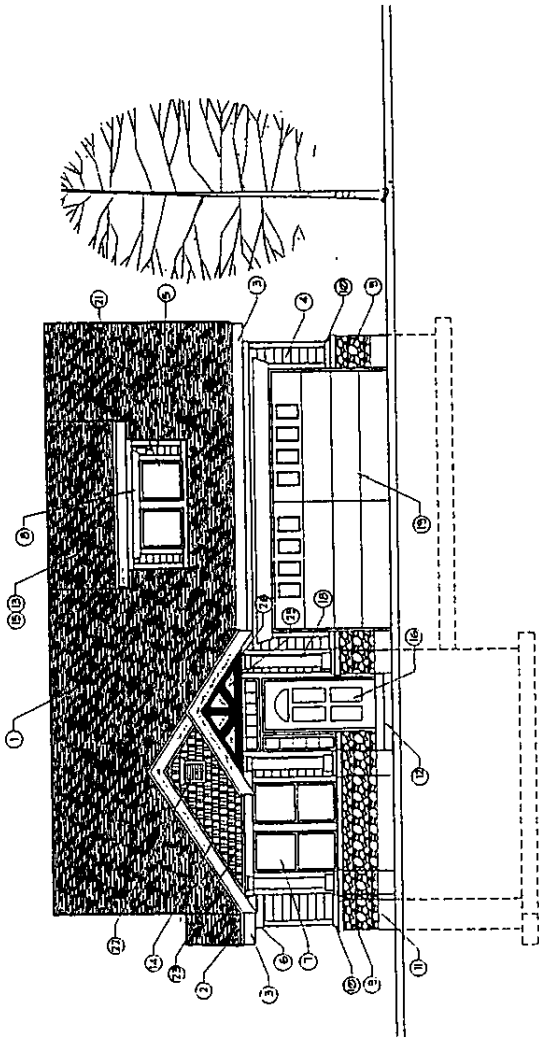
SIDE ELEVATION - RAMBLER #1  
ELEVATION 'A'



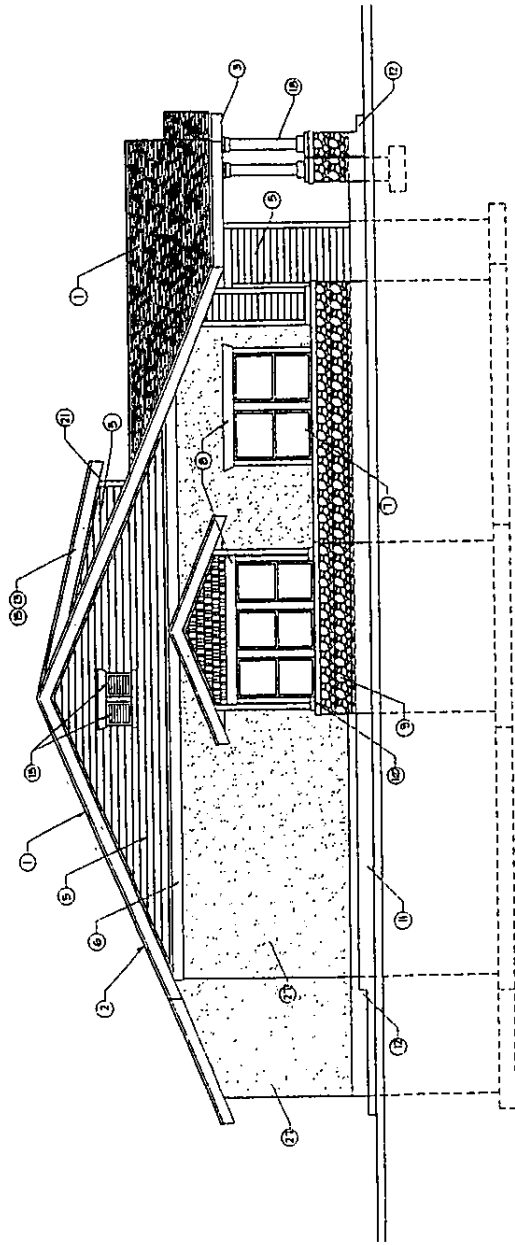
REAR ELEVATION - RAMBLER #1  
ELEVATION 'A'



SIDE ELEVATION - RAMBLER #1  
ELEVATION 'A'

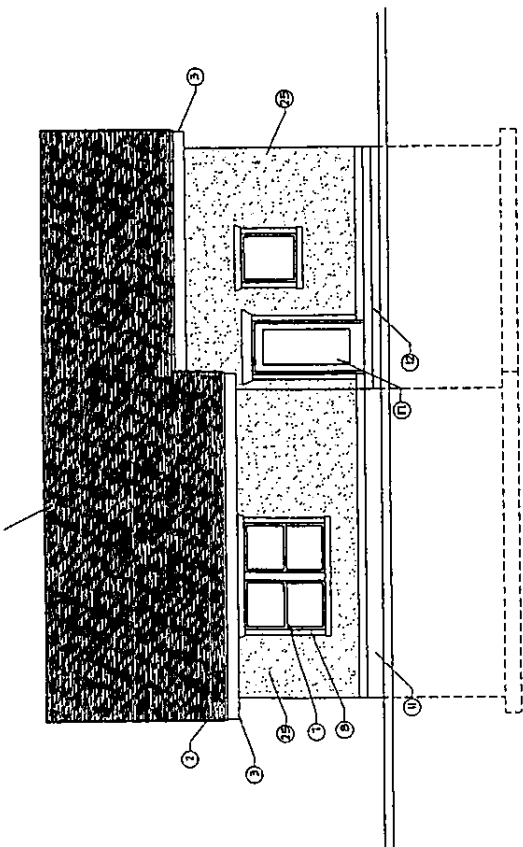


**FRONT ELEVATION - RAMBLER #2**  
option 'a'

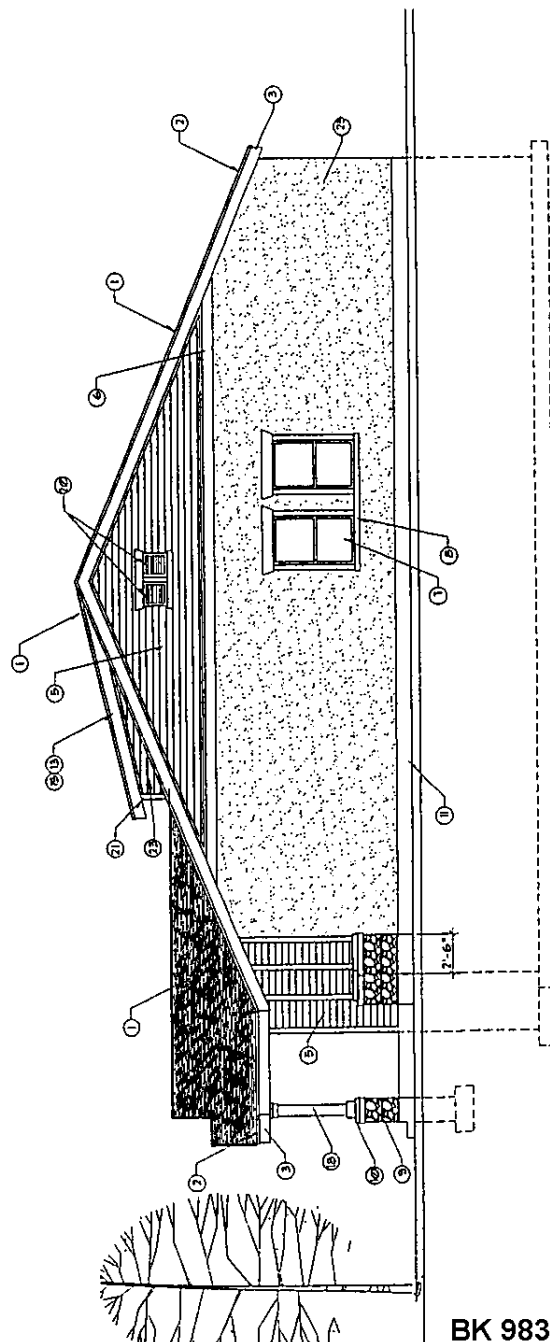


**SIDE ELEVATION - RAMBLER #2**  
option 'a'

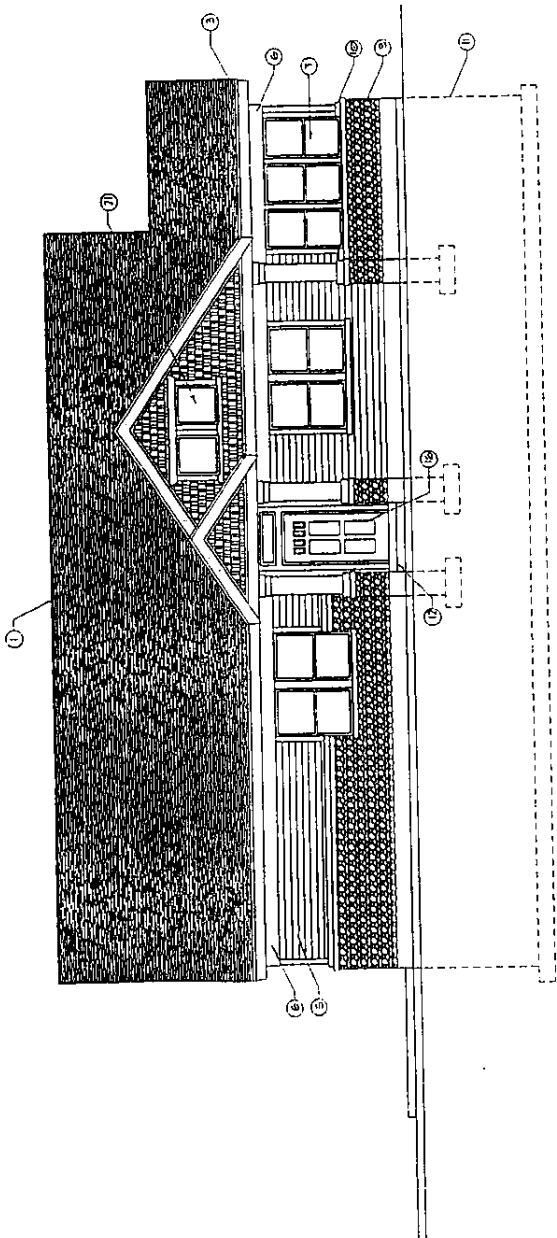




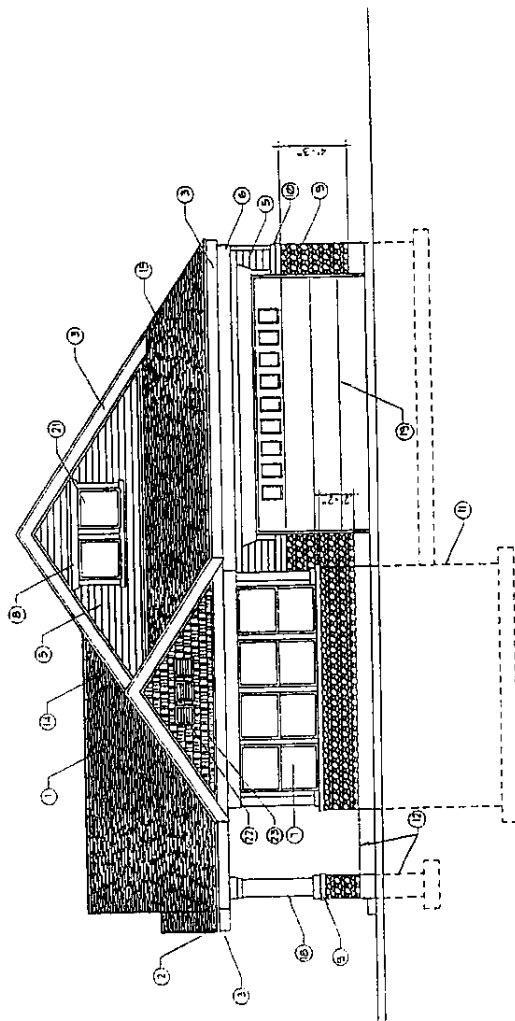
REAR ELEVATION - RAMBLER #2  
option 'a'



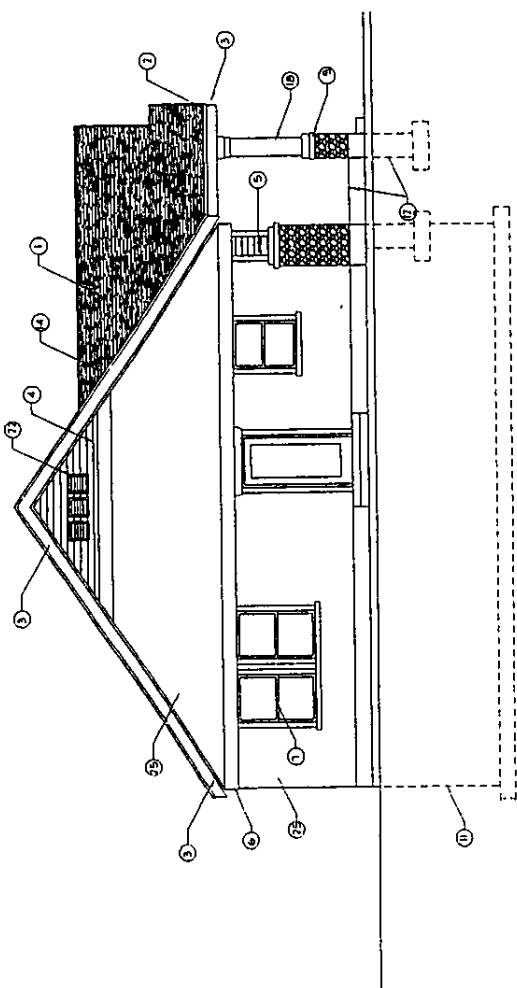
GARAGE SIDE ELEVATION - RAMBLER #2  
option 'a'



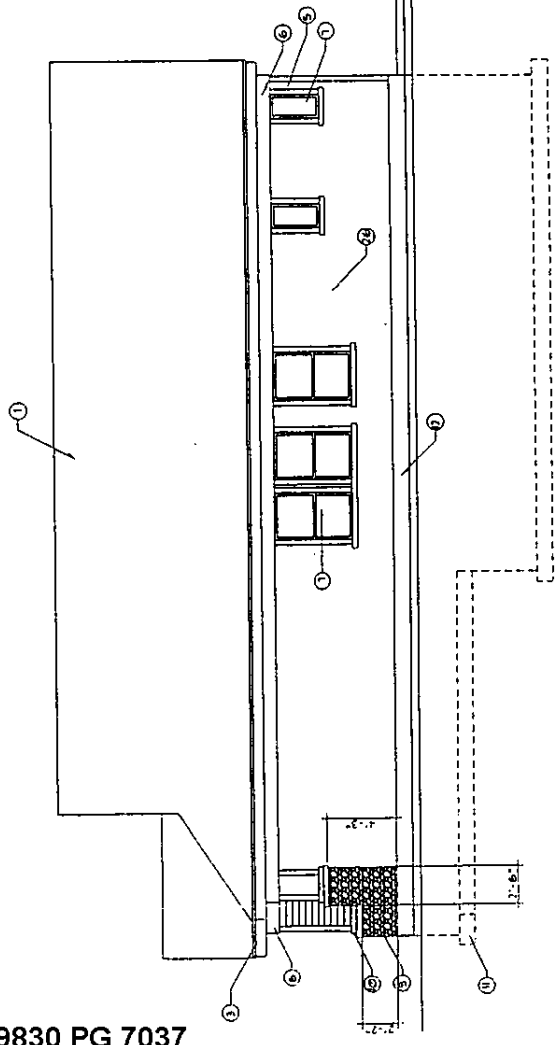
FRONT ELEVATION - RAMBLER #3



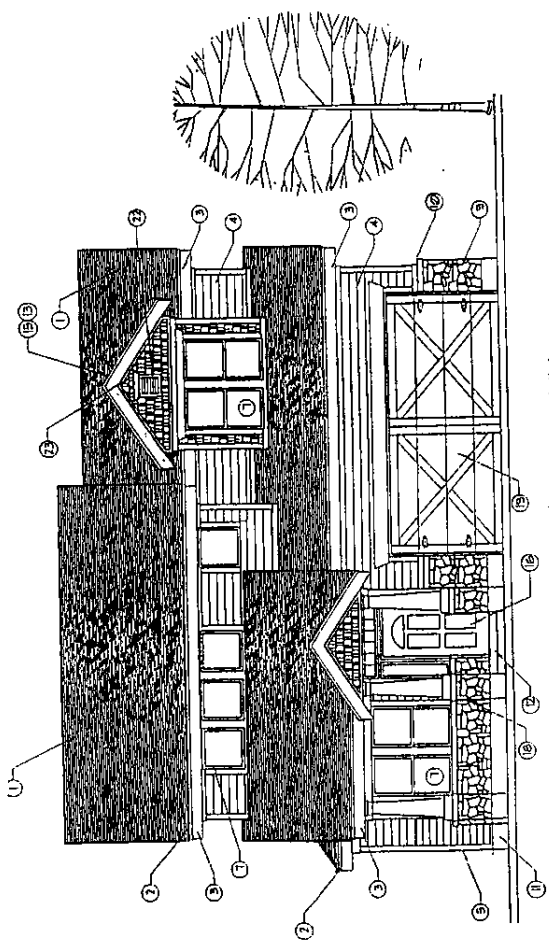
STREET-SIDE ELEVATION - RAMBLER #3



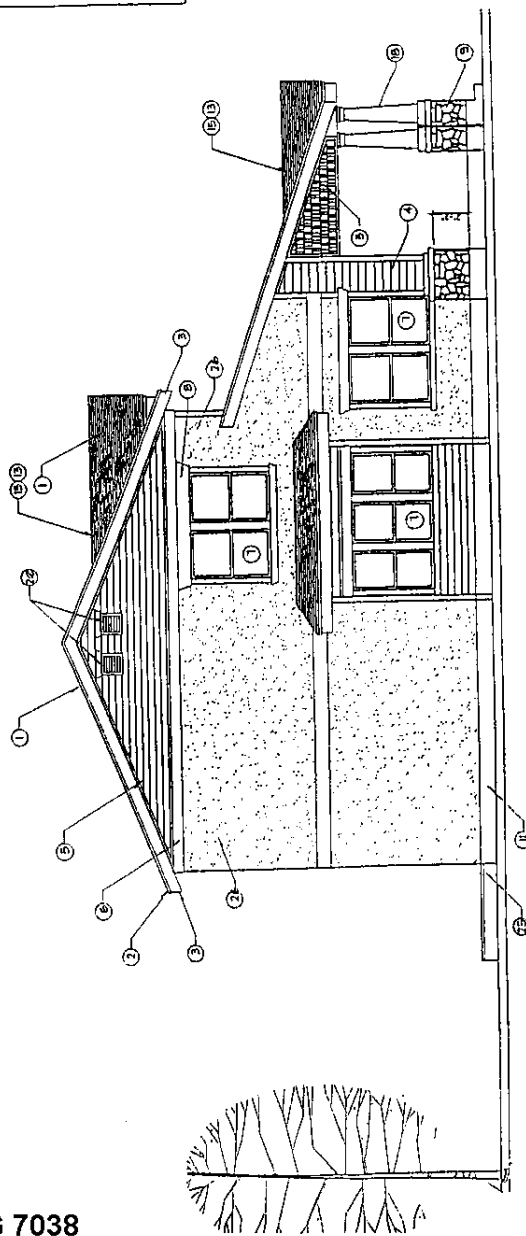
SIDE ELEVATION - RAMBLER #3



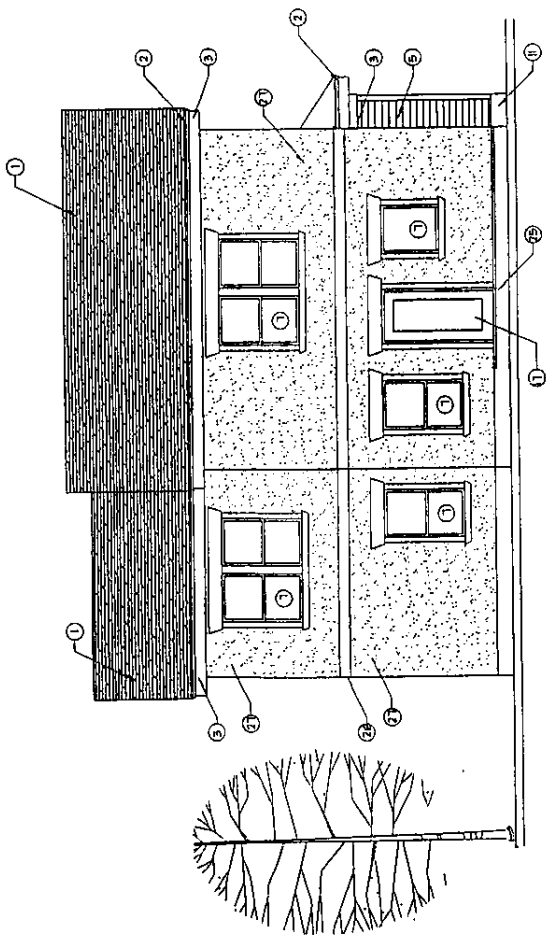
REAR ELEVATION - RAMBLER #3



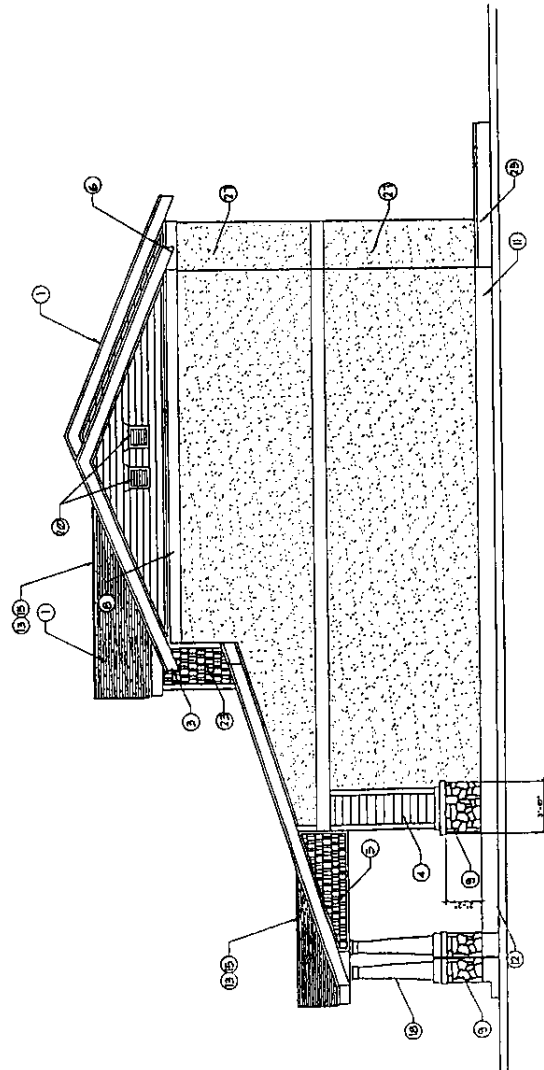
FRONT ELEVATION - TWO-STORY #4  
OPTION 'A'



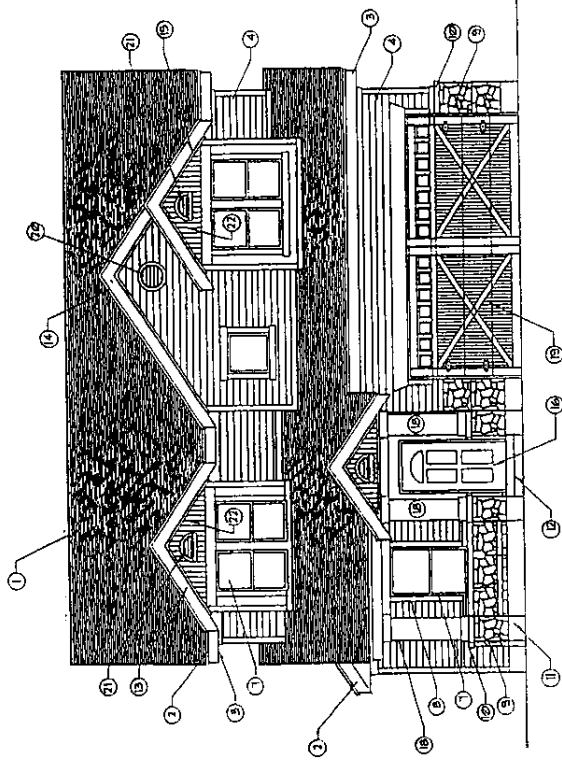
SIDE ELEVATION - TWO-STORY #4  
OPTION 'A'



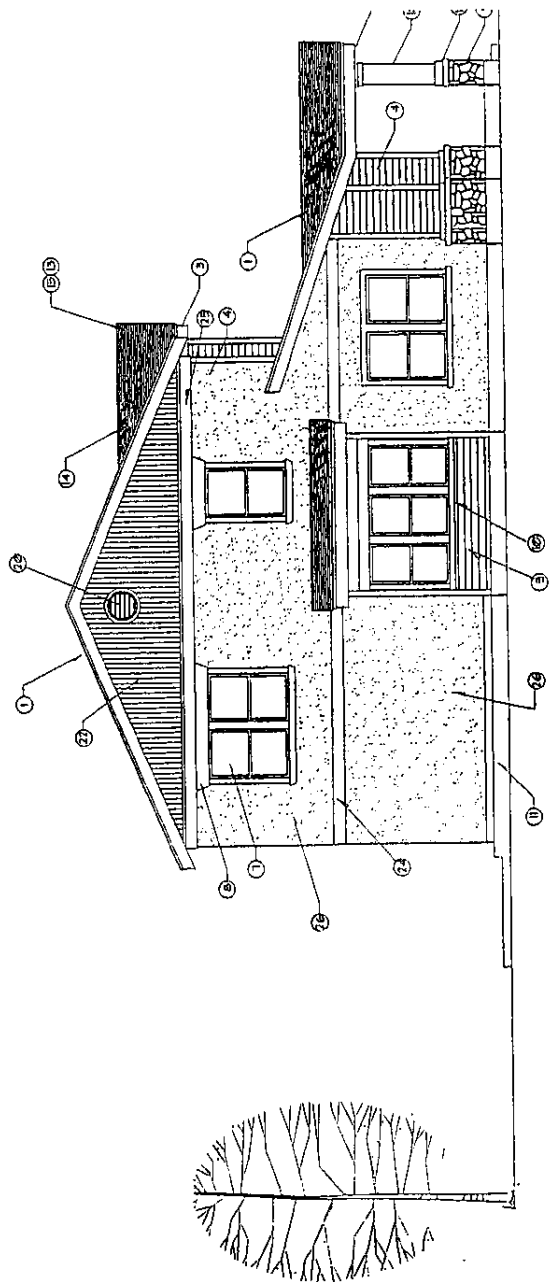
REAR ELEVATION - TWO-STORY #4  
OPTION 'A'



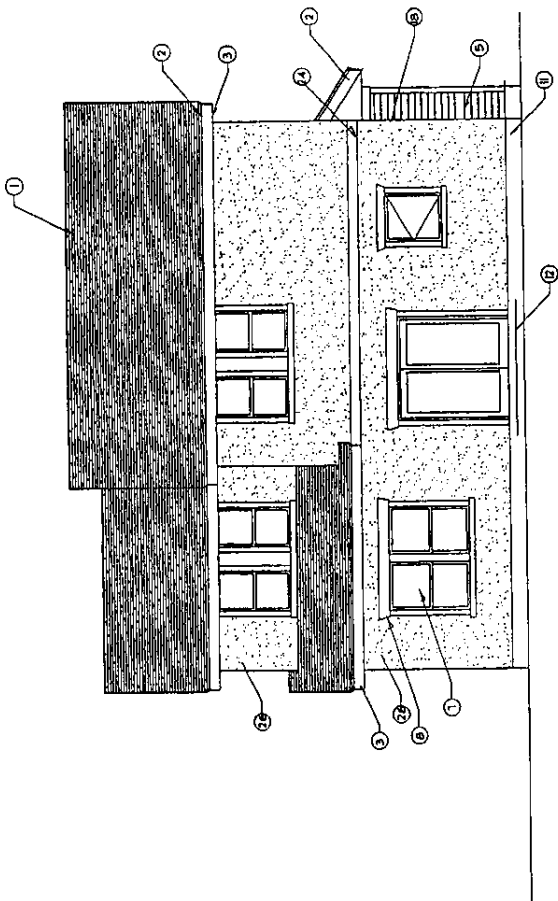
SIDE ELEVATION - TWO-STORY #4  
OPTION 'A'



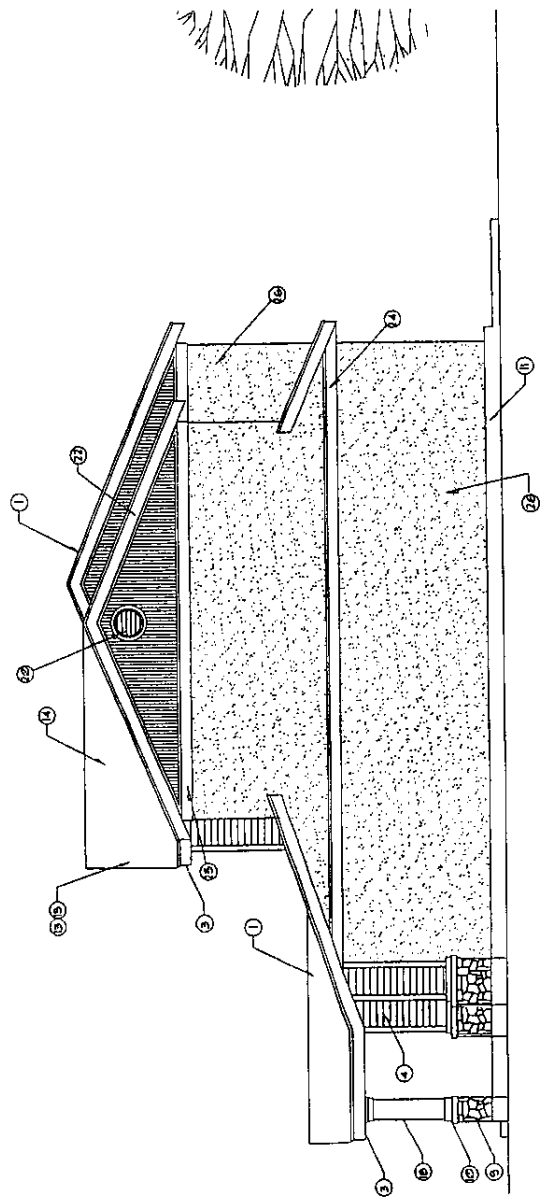
FRONT ELEVATION - TWO-STORY #5



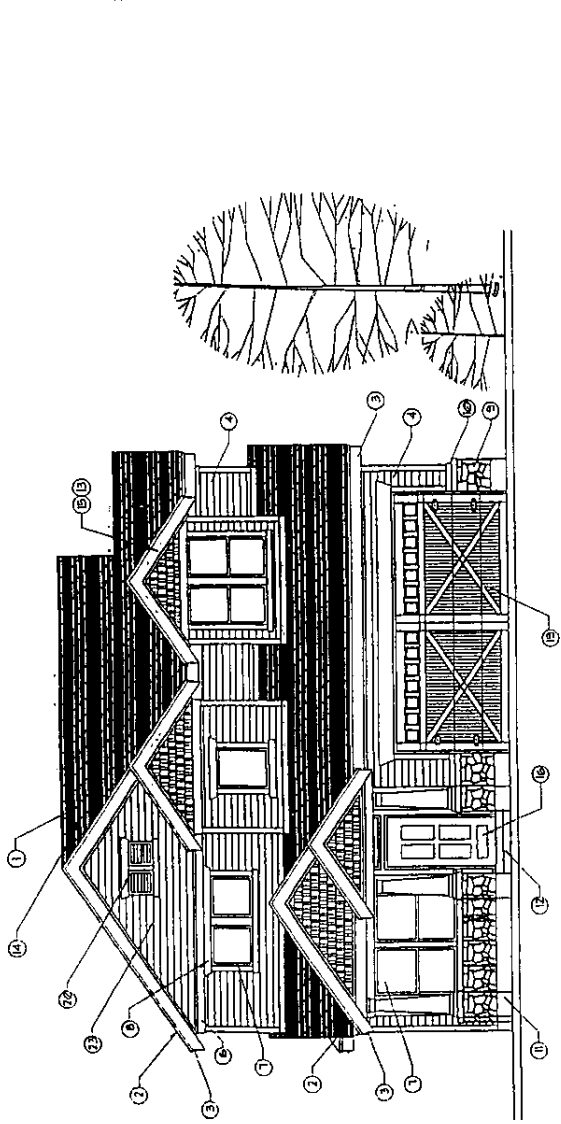
SIDE ELEVATION - TWO-STORY #5



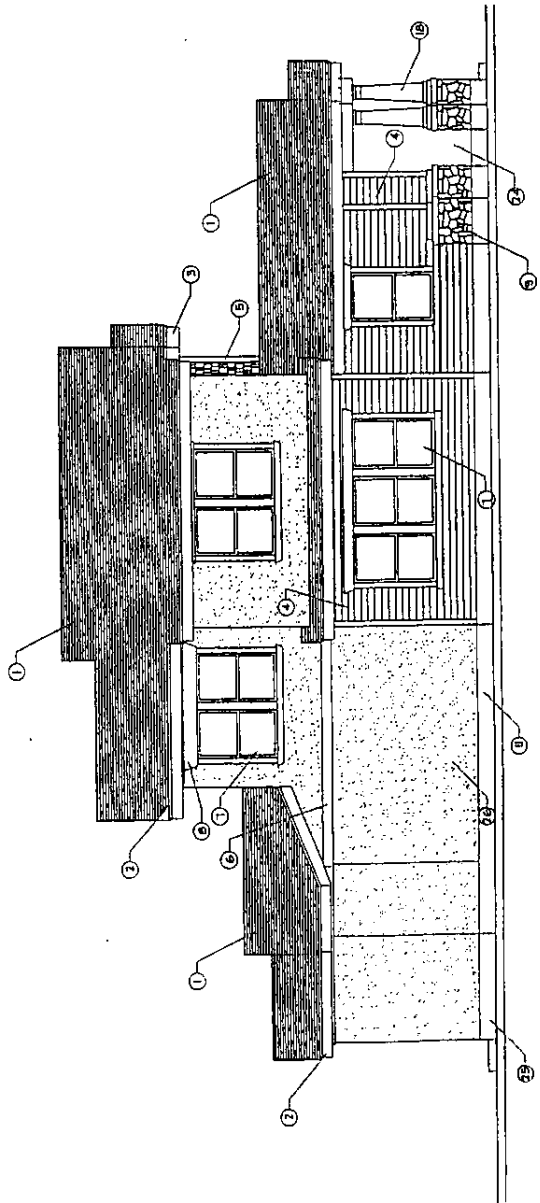
REAR ELEVATION - TWO-STORY #5



SIDE ELEVATION - TWO-STORY #5

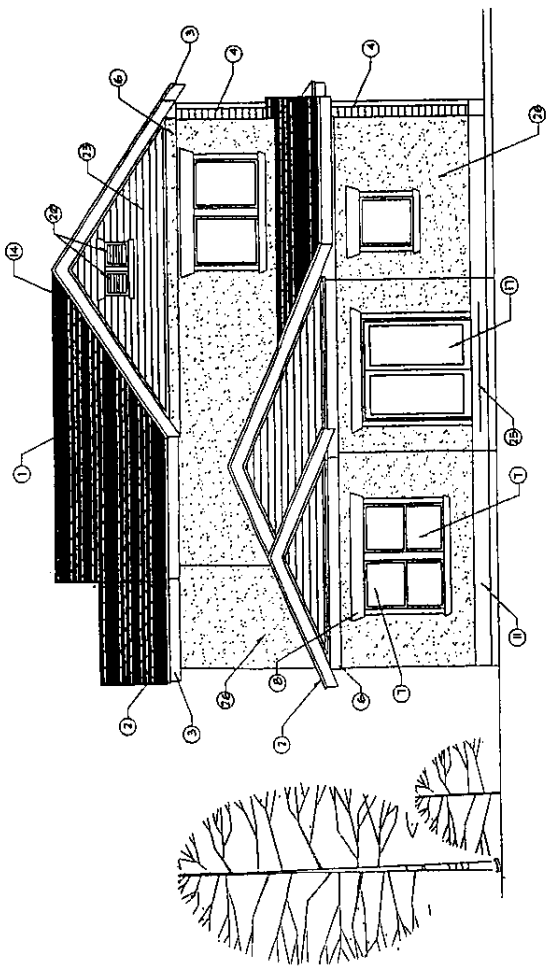


FRONT ELEVATION - TWO-STORY #6  
option 'a'

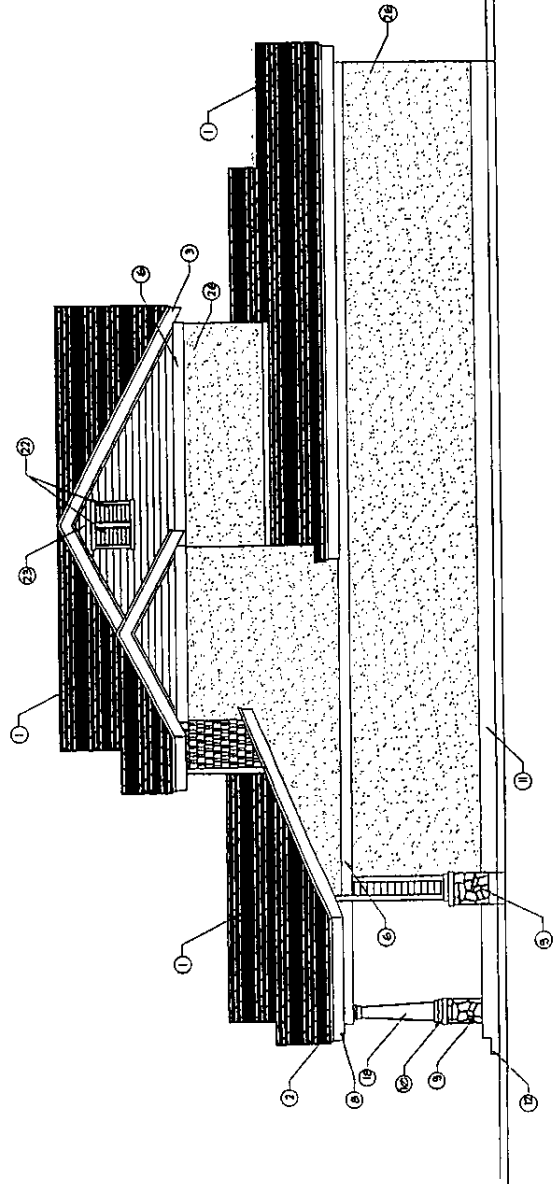


SIDE ELEVATION - TWO-STORY #6  
option 'a'



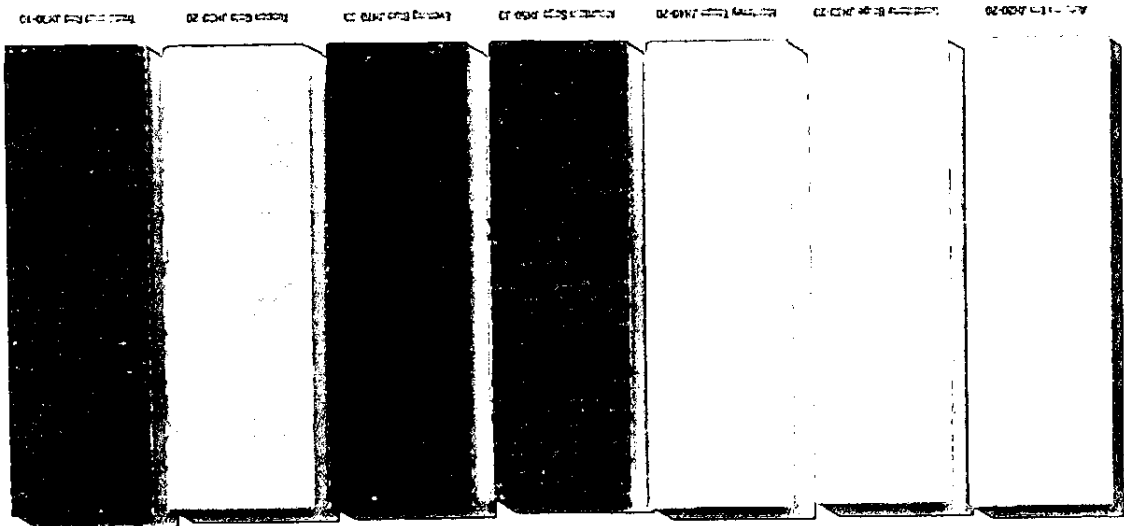
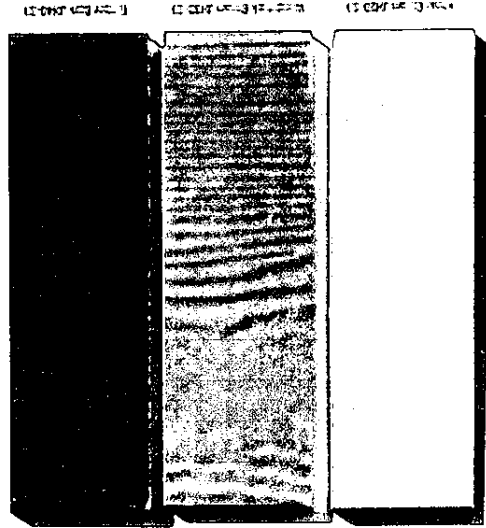
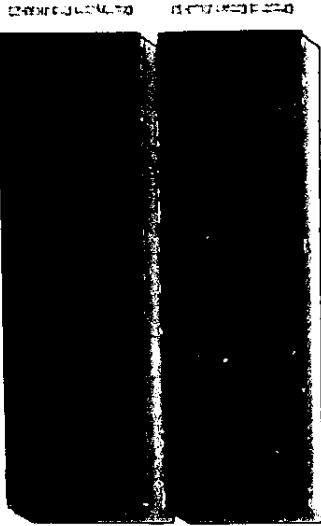


REAR ELEVATION - TWO-STORY #6  
option 'a'

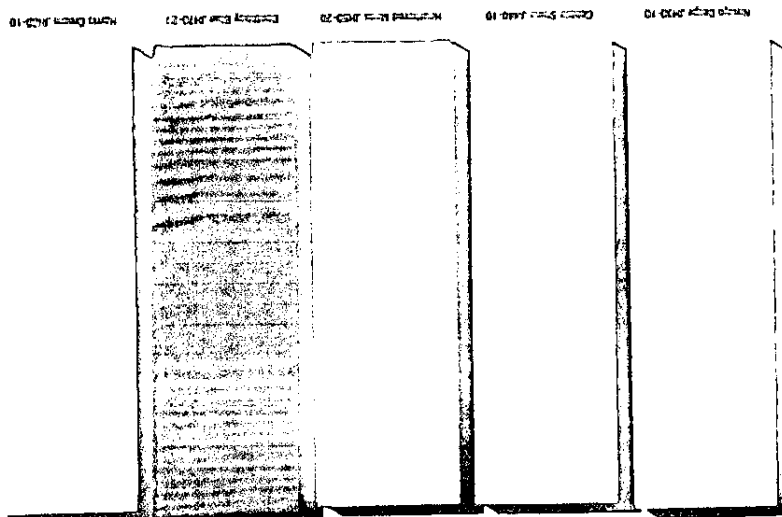


GARAGE SIDE ELEVATION  
option 'a'

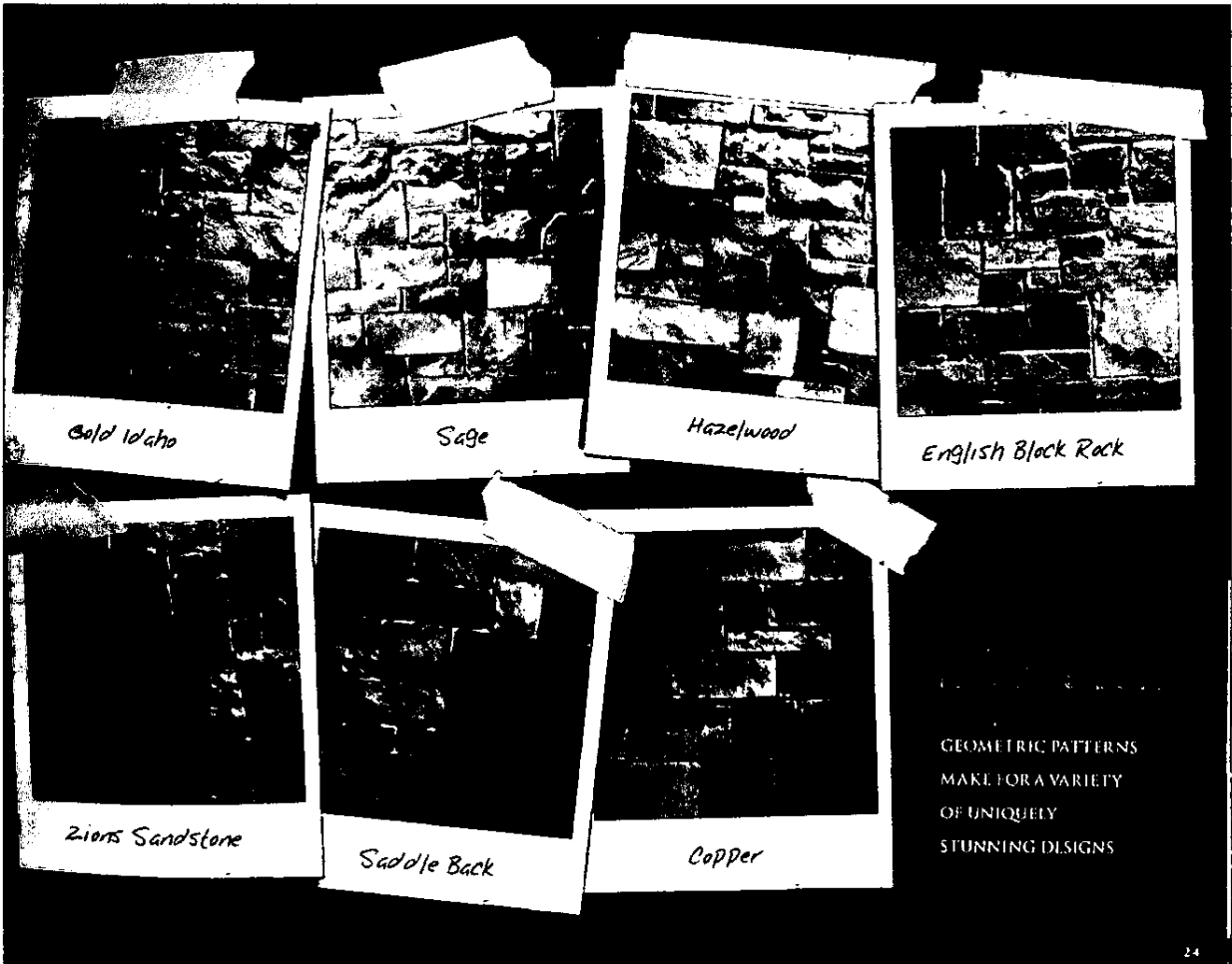
# **EXHIBIT H**



**East Riverwalk - Materials  
Fiber-Cement Siding**







*Gold Idaho*

*Sage*

*Hazelwood*

*English Black Rock*

*Zions Sandstone*

*Saddle Back*

*Copper*

GEOMETRIC PATTERNS  
MAKE FOR A VARIETY  
OF UNIQUELY  
STUNNING DESIGNS



*Venetian*

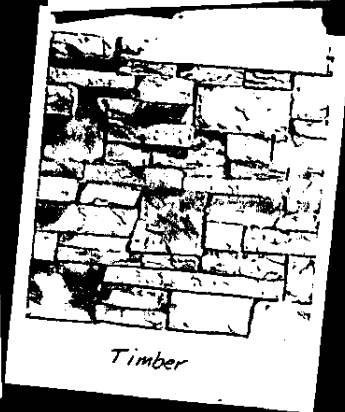
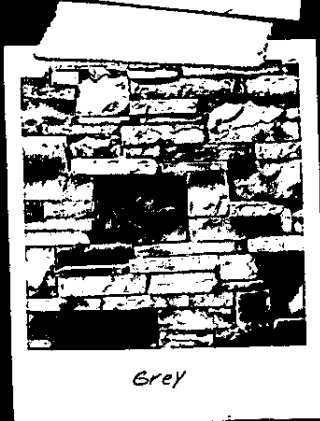
*Summerset*

*Catalina*

*Summit*

*Spanish Olive*

REPEATING SHAPES AND  
VIBRANT COLORS MAKE  
LIMESTONE A FAVORED CHOICE



### CHIEF JOSEPH STONE

INSTANTLY CREATE THE WARMTH AND FEEL  
OF A MOUNTAIN LODGE OR RUSTIC CABIN



COOLING EARTH TONES  
GIVE ANY HOME A WARM  
AND WELCOMING LOOK