

2020-74
PER [initials] 23/0

After recording, please send to:
Syracuse City
Attn: City Recorder
1979 W. 1900 S.
Syracuse, Utah 84075

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12-086-0098
12-086-0095
12-086-0105
12-086-0100
12-086-0104

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RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/15/2020 03:40 PM
FEE \$0.00 Pgs: 23
DEP RTT REC'D FOR SYRACUSE CITY

**DEVELOPMENT AGREEMENT
FOR THE HOLT GARDEN HOMES PROJECT
(SYRACUSE CITY, DAVIS COUNTY, UTAH)**

**RETURNED
DEC 15 2020**

This Development Agreement (this "Agreement") is made and entered into as of this 20 day of October, 2020, by and between **WDG KHC SYRACUSE, LLC**, a Utah limited liability company (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer has under contract for purchase approximately 16.5 acres of property located at approximately 1283 West 1700 South in Syracuse, Davis County, Utah, as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The Owners of the properties are Holt, Aenone W & Ronald W & Scott W and Stevenson, Barbara H -- Trustees, a Trust organized under the laws of the State of Utah; Etheleen G. Holt; and WDG KHC Syracuse, LLC ("Owners").

B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is currently zoned A-1 (Agricultural) but Developer and Owner have sought rezoning to a MXD (Mixed Use Development).

C. The purpose of the MXD Zone under the City Code is "provide traditional neighborhoods where residents can work, play, shop and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses."

D. Developer and City acknowledge that development in the MXD Zone requires a development plan and a development agreement specific to each area zoned as MXD.

E. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the Syracuse City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

F. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

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

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 Developer and the City hereby agree to the following:

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review.

4. **Contract Dependent upon Zoning Approval.** The Parties agree that the terms of this Agreement are only applicable if the City Council approves the pending zoning application. The approval of this Agreement may only occur in conjunction with an approval of that application. The approval of this Agreement shall be an administrative action.

5. **Zoning and Permitted Uses.** If zoning approval is provided by the City Council, then Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as **Exhibit B** and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a mixed-use development with no more than 360 residential units.

5.1. **Density.** The maximum density permitted for this project is 21.82 units per acre, which is no greater than 360 total residential units for the Development.

5.2. **Common Space.** The Project contains 25.8% landscaped area, along with a clubhouse, gym, two pickleball courts, tot lot, dog park, pavilion and other landscaped spaces (the "Common Space"). The Common Space is shown on the Development Plan (Exhibit B). The Common Space will be owned and maintained by the property owner or an association. It will also include the on-site stormwater detention basin required by state and local ordinances. The Common Space and amenities are to be used for calculation in this project

only and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

5.3. **Layout; Circulation and Connectivity.** The layout of the Project as shown in the Development Plan (**Exhibit B**) is hereby approved by the City. All internal roads within the Project will be privately owned and maintained, which shall be constructed in accordance with applicable City Codes and regulations.

5.4. **Building Height.** Homes built within the Project may not exceed forty-five feet (45') in height.

5.5. **Architecture.** All homes and buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. The themes and elevations are crucial components of this Agreement and formed a key basis for the Project's approval and the zone change. Themes and elevations only may be reasonably modified by the home builder with the City's consent, which consent shall not be unreasonably withheld. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements. Unless expressly stated, this Agreement does not override City code requirements related to architecture.

5.5.1 **Elevation A3.1.** Developer has submitted an elevation labeled as A3.1, "Future Option Elevation." The Parties agree that the elevation does not meet the City's current architectural standards. If the City Council does not subsequently modify its ordinances in such a way that Elevation A3.1 conforms to the code, then Developer will be required to redesign the building in conformance with the applicable municipal code. Its inclusion in the Development Plan does not authorize its use. If the Council amends its ordinance, then Developer may apply that ordinance, as per Section 11 of this Agreement.

6. **Development Plan and Development Agreement.**

6.1. **Minimum Acres.** The Project is approximately 16.5 total gross acres.

6.2. **Landscaping.** Landscaping shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld.

6.3. **Commercial Component.** In accordance with section 10.92.040(C)(3), the commercial component of the Development Plan may not be omitted and shall run with the land.

6.3.1 **Surety.** The construction of the commercial component is essential to the approval of this Agreement and the zoning for the Project. Accordingly, the Parties

agree that in the event that the commercial building shown on the Development Plan has not been constructed and received an approval of occupancy prior to the time that Developer files for a building permit on the last residential building in the Project, Developer shall, concurrently with its application for the final residential building permit, provide proof of a surety of not less than one-hundred thousand dollars (\$100,000.00), which surety shall guarantee that within six months of the approval of occupancy on the final residential building ("Building Permit Date"), the Developer will file for a building permit on the commercial building shown on the Development Plan. In the event that the Developer does not (i) file for a building permit on the commercial building shown on the Development Plan on or before the Building Permit Date or (ii) receive an approval of occupancy within twelve months of the Building Permit Date, then the surety will be forfeited to the City as liquidated damages. Notwithstanding anything herein to the contrary, the recovery of the surety funds does not relieve the Developer - or any successor in interest - from the requirement to develop the commercial component of the Project, and the City may pursue any other lawful means to enforce this Agreement.

- 6.4. **Wetlands.** The Project shall be developed in compliance with any wetlands delineation and mitigation plans approved by the US Army Corps of Engineers, if applicable. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the Homeowner's Association upon its establishment.

7. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development, with buildings and units that may be owned by one or more than one owner. Developer and any successors in interest shall be responsible to ensure that all Common Areas are maintained in a first-class manner. The City shall never be responsible for the maintenance of Common Areas in the Development.

- 7.1. **Future Subdivision.** Should the Developer or a successor in interest later wish to sell condominium units into separate ownership, then they shall be required to undergo the subdivision process and receive City approval for that subdivision. In such a case, prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld. The use and restrictions of Common Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

8. **Onsite Improvements.**

- 8.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water,

sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities for the property owners to the west are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements; the City's liability for such infrastructure ends at the connection to the main line.

- 8.2. Drive Access to East. The Developer agrees to convey a perpetual, non-exclusive cross-access easement to the property owner to the East of the Property, for the future cross-connection of the Project with the commercial property to the East. The neighboring property owner's rejection of such a conveyance shall not be a violation of this subsection of the Agreement.

9. Culinary Water.

- 9.1. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.
- 9.2. R309-105-9 (Minimum Water Pressure) governs minimum water pressures and sets the minimum peak day demand requirement for this development at 40 psi. The City's mainline pressure at ground level during peak day demand is 55 psi. As a result, any construction that does not meet the 40 psi minimum peak day demand will require a means to increase the water pressure to meet or exceed the 40 psi peak day demand threshold. Any higher pressure zone created by this development will be required to install a backflow preventer to protect the integrity of the City's system. The backflow preventer shall be installed and maintained as set forth in R309-105-12 (Cross Connection Control).
- 9.3. Two connections to the City's culinary system are required.

10. Water Share Contribution. In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, with the right to receive at least 49.5 acre feet of water annually, in accordance with Syracuse Municipal Code § 8.10.090.

11. Crime-Free Multi-Housing Program. Developer and any successor in interest agrees to maintain a crime-free multi-housing program which provides for expeditious eviction of tenants who commit criminal activity in the Development. Developer also agrees to implement suggested Crime Prevention Through Environmental Design principles as suggested by the City, so long as the principles are consistent with City codes and may be implemented without undue expense. The City will cooperate with Developer in the operation of this program, including providing redacted police reports regarding criminal behavior to the Developer which occur in the Development without cost. Developer will cooperate with the City police department and report its actions with respect to any tenant for which a police report was submitted to the Developer or a successor landlord.

- 11.1. If the City implements a Good Landlord Program pursuant to Utah state law, then this Section will be superseded by that implementation, and the landlord will have the option of participating in the City's good landlord program.

12. **Vested Rights.** To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). The Parties recognize that such plans based upon future ordinances may vary from the themes or elevations in the Development Plan. By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the effective date of this Agreement. This right does not allow the Developer to deviate from the Development Plan based upon a different interpretation of existing ordinances or codes.

13. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement. [See 17.2]

14. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

15. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

16. **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, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

WDG KHC Syracuse, LLC
1178 Legacy Crossing Blvd., Suite 100
Centerville, UT 84014

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

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

17. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

18. **General Terms and Conditions.**

18.1. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

18.2. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

18.3. Default & Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the recovery of monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

18.4. Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

18.5. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zoning approval. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful and overturns the land use decision. In such a case, this Agreement is void at inception.

18.6. Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

18.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

18.8. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

18.9. Annual Inspections. The Developer and subsequent purchasers acknowledge that pursuant to section 104 of the International Fire Code, as amended, the residential and commercial structures are subject to annual fire inspections.

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SYRACUSE CITY

By

Mike Gailey, Mayor



Attest:

Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 20 day of October, 2020, personally appeared before me Mayor Mike Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Marisa Graham
Notary Public

Approved as to Form:

Paul H. Roberts
City Attorney

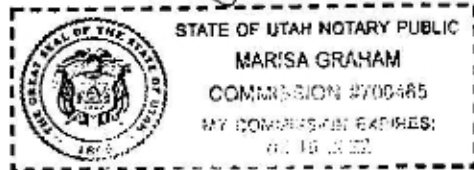


EXHIBIT A

Description of the Property/Project

Parcel ID 12-086-0106:

BEG 219.62 FT W & S 87.00 FT FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH W 125.55 FT; TH S 309.00 FT; TH W 100.00 FT; TH N 309.00 FT; TH W 510.09 FT; TH S 49°34'47" W 31.52 FT; TH S 00°08'38" W 74.21 FT; TH S 07°16'08" W 37.39 FT TO THE E'LY R/W LINE OF 1475 WEST STR; TH S 00°07'16" W 131.49 FT; TH SE'LY 121.29 FT ALG THE ARC OF A 217.00 FT RAD CURVE TO THE LEFT, CHORD BEARS S 15°51'27" E 119.71 FT; TH S 31°52'11" E 52.05 FT; TH SE'LY 158.01 FT ALG THE ARC OF A 283.00 FT RAD CURVE TO THE RIGHT, CHORD BEARS S 15°52'27" E 155.97 FT; TH E 871.50 FT; TH N 264.38 FT TO SE COR OF CLAYTON HOLT PPTY; TH W ALG S LINE 219.63 FT; TH N ALG W LINE OF RONALD HOLT PPTY 309.00 FT TO POB. ALSO: BEG AT A PT 119.62 FT W & 170 FT S FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH S 226 FT; TH W 100 FT; TH N 226 FT; TH E 100 FT TO POB. CONT 10.291 ACRES ALSO: BEG AT A PT 119.62 FT W & S 87.00 FT FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH W 100 FT; TH S 83 FT; TH E 100 FT; TH N 83 FT TO POB. CONT. 0.19 ACRES

TOTAL ACREAGE 10.481 ACRES

Parcel ID 12-086-0098:

BEG 1328.65 FT W & S 00°08'38" W 87.00 FT FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH S 572.70 FT; TH E 382.50 FT, M/L, TO A PT ON THE W LINE OF PARCEL 2 RECORDED IN BK 3669 PG 866; TH NW'LY 21.33 FT ALG THE ARC OF A 217.00 FT RAD CURVE TO THE LEFT, CHORD BEARS N 15°51'05" W 119.76 FT; TH N 31°52'11" W 52.05 FT; TH NW'LY 158.16 FT ALG THE ARC OF A 283.00 FT RAD CURVE TO THE RIGHT, CHORD BEARS N 15°51'35" W 156.11 FT; TH N 00°07'16" E 239.48 FT; TH N 47°24'34" W 30.37 FT; TH W 107.12 FT; TH N 86°11'09" W 45.10 FT; TH W 104.45 FT TO THE POB.

CONT 4.003 ACRES

Parcel ID 12-086-0095:

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE E'LY BNDRY LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT, WH PT IS 87.00 FT S FR THE NE COR OF SD NW 1/4 NE 1/4 OF SEC 15, AT A PT 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 76+39.18; & RUN TH S 309 FT TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT; TH W 119.62 FT ALG SD S'LY BNDRY LINE TO THE W'LY BNDRY LINE

OF SD ENTIRE TRACT; TH N 309.00 FT TO SD S'LY R/W LINE; TH E 119.62 FT ALG SD S'LY R/W LINE TO THE POB.

CONT. 0.849 ACRES

Parcel 12-086-0105:

A PARCEL OF LAND IN FEE, INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN THE S'LY HIGHWAY R/W LINE OF SD STATE ROUTE 108 AT A PT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT, SD POB ALSO BEING 358.86 FT W ALG THE SEC LINE & 87.00 FT S FR THE NE COR OF SD NW 1/4 NE 1/4 OF SEC 15 & RUN TH S 309.00 FT; TH E 13.69 FT, M/L; TH N 309.00 FT TO SD S'LY HIGHWAY R/W LINE; TH W 13.69 FT, M/L, TO THE POB.

CONT. 0.097 ACRES

Parcel 12-086-0100:

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE E'LY BNDRY LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT AT A PT OPPOSITE APPROXIMATE ENGINEERS STATION 72+80.52, WH PT IS 358.86 FT W ALG THE SEC LINE & 87.00 FT S FR THE NE COR OF SD NW 1/4 NE 1/4 OF SEC 15; & RUN TH S 309.00 FT ALG THE E'LY BNDRY LINE OF SD ENTIRE TRACT TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT; TH W 76.31 FT ALG SD S'LY BNDRY LINE TO THE W'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 309.00 FT TO SD S'LY R/W LINE; TH E 76.31 FT ALG SD S'LY R/W LINE TO THE POB.

CONT. 0.541 ACRES

Parcel 12-086-0104:

A PARCEL OF LAND IN FEE, INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN

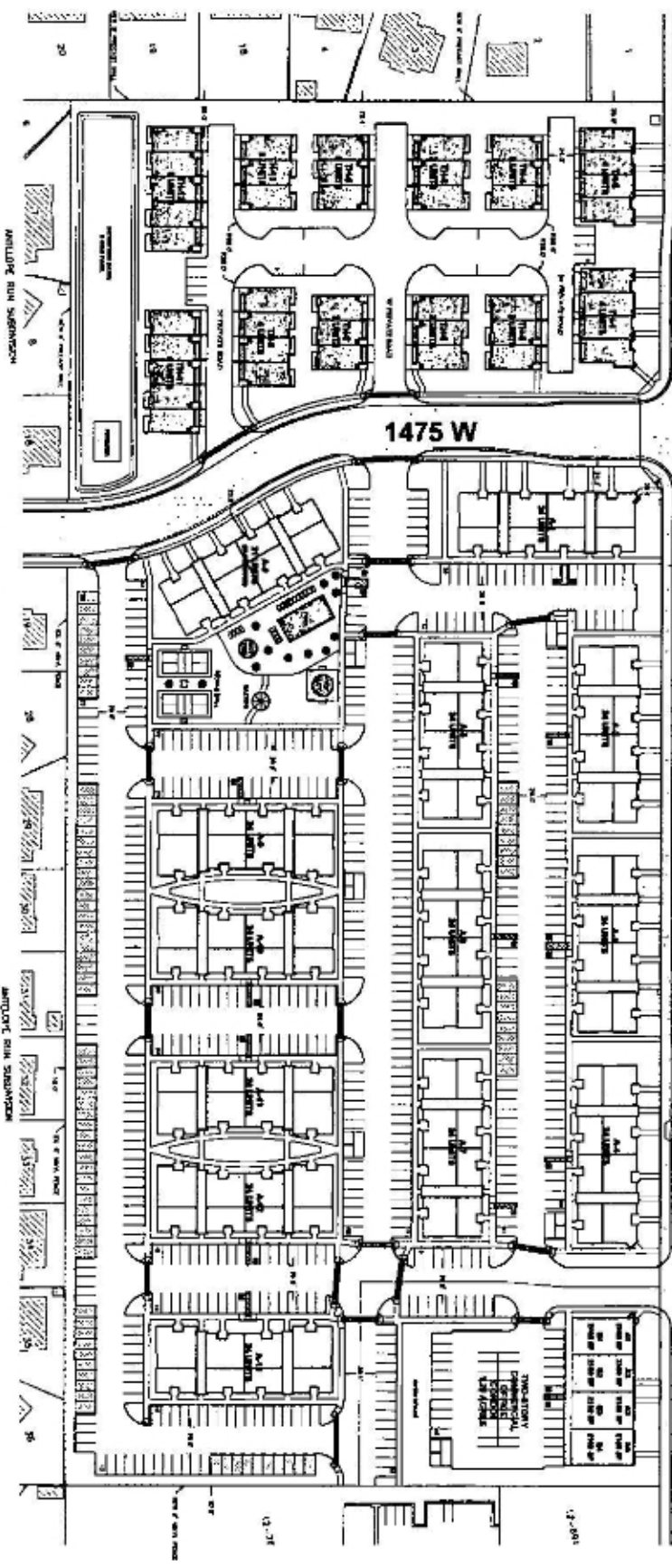
ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN THE S'LY HIGHWAY R/W LINE OF SD STATE ROUTE 108 AT A PT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT, SD POB ALSO BEING 893.48 FT E (RECORD 884.82 FT) ALG THE SEC LINE & 87.00 FT S FR THE N 1/4 COR OF SD SEC 15; & RUN TH S 309.00 FT; TH W 10.00 FT, M/L, TO AN OCCUPIED PPTY LINE; TH N 309.00 FT ALG SD OCCUPIED PPTY LINE TO SD S'LY HIGHWAY R/W LINE; TH E 10.00 FT TO THE POB.

CONT 0.071 ACRES

3326681
BK 7657 PG 3198

EXHIBIT B

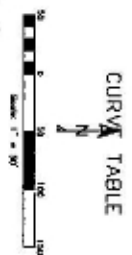
Development Plan



Antelope Drive

Site Information

OWNER: HOLT	PROJECT: HOLT	DATE: 12/15/11	SCALE: AS SHOWN
DESIGNER: HUNT ENGINEERING, LLC	PROJECT NO.: 11-001	DATE: 12/15/11	SCALE: AS SHOWN
CLIENT: HOLT	PROJECT NO.: 11-001	DATE: 12/15/11	SCALE: AS SHOWN
PROJECT NO.: 11-001	PROJECT NO.: 11-001	DATE: 12/15/11	SCALE: AS SHOWN
PROJECT NO.: 11-001	PROJECT NO.: 11-001	DATE: 12/15/11	SCALE: AS SHOWN



1	1
SHEET	SHEETS



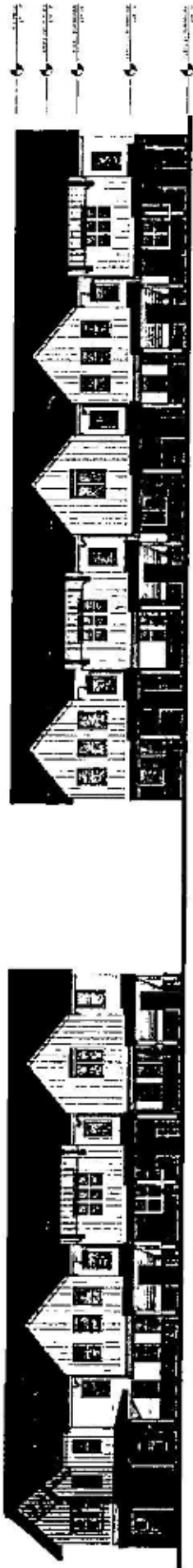
Proposed Site Plan

Holt
1283 West Antelope Dr
Syracuse, UT

HUNT ENGINEERING, LLC
6618 Willow Creek Rd
Mountain Green, UT 84059
C. 801.684.4724
http://www.hunteng.com

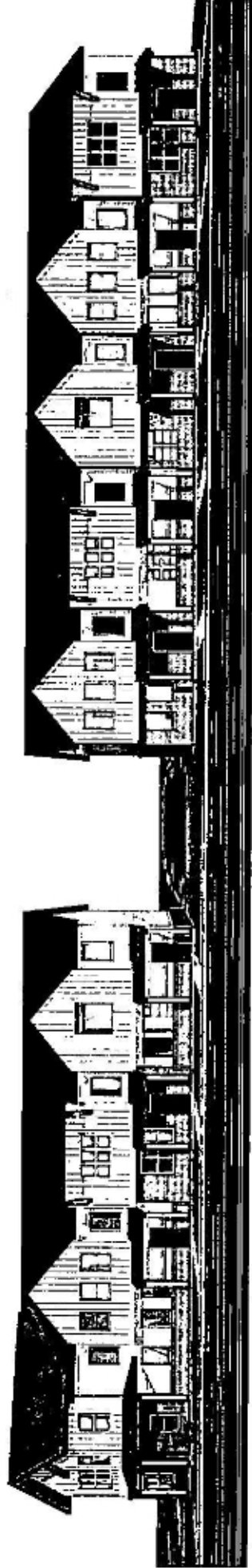
EXHIBIT C

Architectural Theme and Elevations

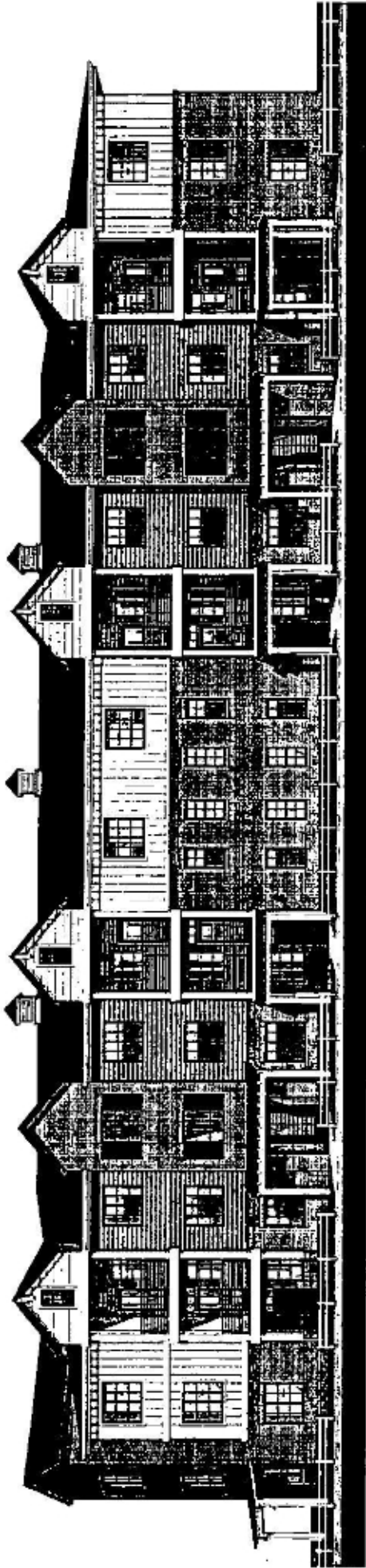


101.1 FRONT VIEW WESTERN ELEVATION
 TOWNHOME UNIT
 100' 0" (30.48M) - 100' 0" (30.48M)
 100' 0" (30.48M) - 100' 0" (30.48M)
 100' 0" (30.48M) - 100' 0" (30.48M)
 100' 0" (30.48M) - 100' 0" (30.48M)

TOWNHOME ELEVATIONS
 100' 0" (30.48M)



101.2 SIDE VIEW WESTERN ELEVATION
 TOWNHOME UNIT
 100' 0" (30.48M) - 100' 0" (30.48M)
 100' 0" (30.48M) - 100' 0" (30.48M)
 100' 0" (30.48M) - 100' 0" (30.48M)
 100' 0" (30.48M) - 100' 0" (30.48M)



 PERSPECTIVE

A2.11
AP-1/AP-4 PERSPECTIVE
HOLT PROPERTY | SYRACUSE, UT
AUGUST 17, 2024

1001 CENTER STREET, SUITE 100, SYRACUSE, NY 13202
315.462.1111 | 1001 CENTER STREET, SUITE 100, SYRACUSE, NY 13202



PERSPECTIVE

JZM
ARCHITECTS

A2.21

AP-2 PERSPECTIVE

HOLT PROPERTY | SYRACUSE, UT

0000171.001

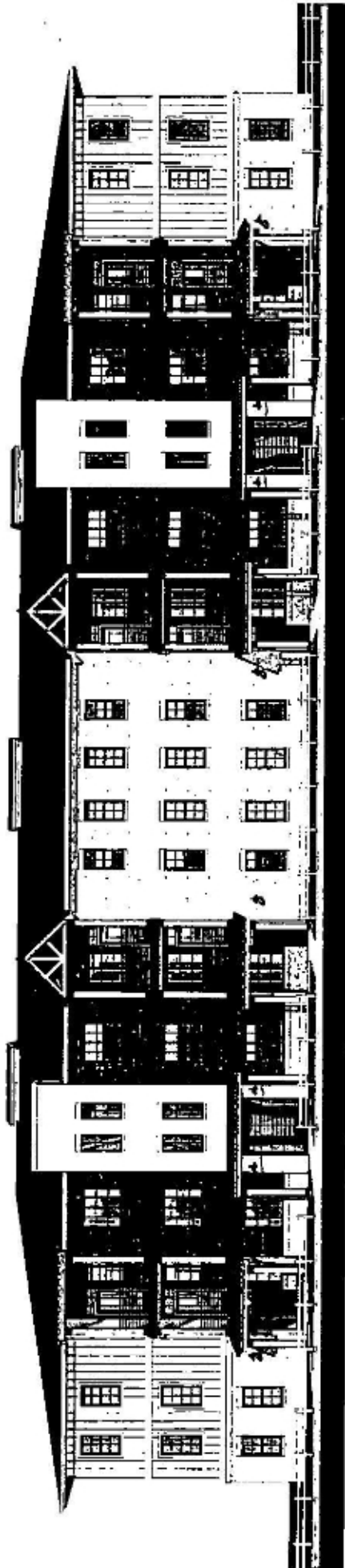
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DATE: 08/11/08 11:41 AM

0000171.001

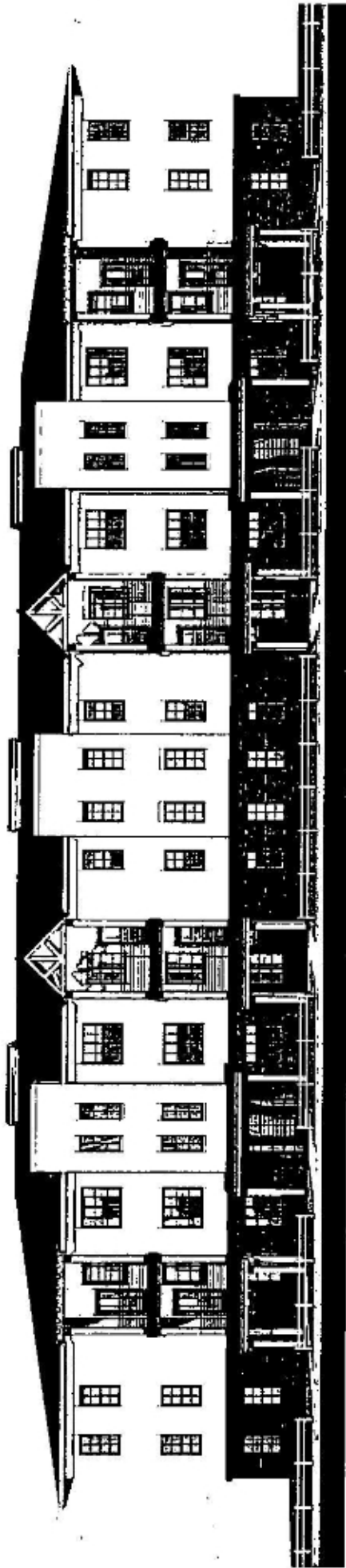


 PERSPECTIVE



A2.31
AP-3 PERSPECTIVE
HOLT PROPERTY | SYRACUSE, UT
MARCH 2014

100 N. MARSHFIELD ST., SUITE 100, SYRACUSE, UT 84601



ARCHITECTS PERSPECTIVE

A2.51
AP-5 PERSPECTIVE
HOLT PROPERTY | SYRACUSE, UT

02/11/2014

1000 WEST 10TH AVENUE, SUITE 100, SALT LAKE CITY, UT 84119

1000 WEST 10TH AVENUE, SUITE 100, SALT LAKE CITY, UT 84119

1000 WEST 10TH AVENUE, SUITE 100, SALT LAKE CITY, UT 84119

1000 WEST 10TH AVENUE, SUITE 100, SALT LAKE CITY, UT 84119





FUTURE OPTION PERSPECTIVE