

PINE SHADOWS
DEVELOPMENT AGREEMENT

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This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 2014, by and between IDG, LLC/Landmark Partners, Utah limited liability company (hereinafter called "Developer"), and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, et seq., and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer has a legal interest in certain real property consisting of approximately 32 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto.
- C. Developer has requested approval to develop the real property described in Exhibit A as a single family residential development consisting of 24 Equivalent Residential Units or lots (hereinafter referred to as "ERUs"), together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as PINE SHADOWS and is more particularly described in a Plat on file with the Wasatch County Recorder, which Plat is incorporated by reference herein.
- D. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) eliminate uncertainty in planning and guide the orderly development of the Property consistent with the County General Plan, the County Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) mitigate significant environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) provide for the preservation of substantial permanent open space; (5) make provision for trail facilities; (6) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (7) ensure that public services appropriate to the development of the Property are provided; (8) provide

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

- E. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below).
- F. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body. A condition of final approval of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all phases or plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- G. On 12th of September 2013, following a duly noticed public hearing, the County Planning Commission granted final approval to Developer, subject to Developer entering into this Agreement.
- H. By developing the Project in accordance with this Agreement, and all other applicable County, State, and federal laws, the Project is in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County.
- I. Each Party acknowledges that it is entering into this Agreement voluntarily.

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

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

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

1.2 Term.

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

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

Section 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

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

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

- (1) ***Compliance With Conditions Imposed By County:*** Developer agrees to comply with any and all conditions imposed by the Planning Commission or the County Legislative Body during the permitting and approval process as set forth in the adopted staff reports, written and audio transcripts, reports of action and official written minutes of the County Planning Commission and County Legislative Body. Such reports, transcripts, and minutes are attached as Exhibit B.
- (2) ***Payment of Administrative Fees:*** Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.

- (3) **Payment of Impact Fees:** Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Legislative Body, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.
- (4) **Affordable Housing:** During the approval process for this development the affordable housing ordinance was under review. The ordinance adopted allows for a study to be done to determine if there is a need created by the development for affordable housing. The project completed its entitlements while the ordinance was still under review. The development is proposed to be year-round ownership single family homes.
- (5) **Special Service District Fees, and Charges:** The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit C and incorporated by reference herein:

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

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

- (6) **Construction of Project Improvements:** All Project Improvements within each phase of the Project shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that phase. Issuance of a building permit does not waive any improvement requirements. The applicant shall install the landscaping along 1200 South with the infrastructure and walk along 1200 South including in front of the Kennard house. A bond will be required to ensure the completion of the landscaping and sidewalk improvements.
- (7) **Phasing:** Unless otherwise stated herein, Developer may in his or her discretion develop the Project in phases. In developing each phase, Developer shall ensure the logical extension of the Project Improvements through each phase and throughout the Project, all in conformance with the requirements of this Agreement, the Applicable

Law, and the requirements imposed by the County Planning Commission and County Legislative Body.

(8) **Construction and Maintenance of Recreational Facilities:**

Developer shall construct certain recreational facilities in conjunction with the Project in accordance with the following schedule:

Recreational Facility	Date of Substantial Completion
Public trail along the east side of lot 24 to access Wild Mare way and connect to the trail in Summit Meadows. Access shall be prohibited for motorized vehicles and a means to ensure that no motorized vehicles access the trail.	With phase 1 construction
Open space, irrigation and landscaping along 1200 South in accordance with attached plans.	Prior to issuance of first building permit. Weather permitting.
Completion of removal of temp. turn-around in Ucanogos. The drainage and landscaping inspected by review engineer and neighboring property owners.	With phase 1 improvements

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

(9) **Maintenance of Open Space and Trails:** Developer has also reserved certain portions of the Project as public trails detailed in the Trail Plan attached hereto as Exhibit E and incorporated by reference herein. Developer shall be responsible to maintain the open space and public trails in all respects, including but not limited to landscaping, irrigation, and weed control. This obligation shall be transferred by written agreement to the Home Owners' Association. Maintenance provided by Developer or the Home Owners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners' Association fails to maintain the open space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of

this maintenance is hereby agreed to and shall constitute a valid lien on the Property on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property. The developer will install landscaping along 1200 South. There will be a home owners association created to maintain the open space in perpetuity. In the event that the home owners association does not maintain the 1200 South landscaping the County may (but is not obligated to) maintain it. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

- (10) ***Detention pond maintenance:*** Lots 19, 20 and 21 all have a detention pond at the rear of their properties. All detention ponds will remain the property and responsibility of the owner/developer who receives the initial permit for development of the property until such time as the lots are sold at which time the maintenance will be transferred to the property owner. The owner/developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. The developer shall seed the property prior to the sale of lots to ensure that noxious weeds are not a problem.

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

Regular Maintenance

- * Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit
- * Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.
- * Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.
- * Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows

and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.

* Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river.

* Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.

* Do not place yard waste such as leaves, grass clippings or brush in ponds.

Annual Maintenance

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

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

- (11) **Landscape Plan:** Developer has also submitted to the County and agrees to be bound by the Landscape Plan attached hereto as Exhibit G and incorporated by reference herein. The landscape plan shall include the open space on 1200 South as well as the detention pond(s).
- (12) **Discontinuance of short term rentals:** As a condition of approval the developer committed to discontinue the short term rentals on his properties described as follows: the 10-acre parcel fronting on Wild Mare Way Lot 24 and the home that was formerly owned by Smith on lot 2. The existing home on lot 2 no longer complies with the short term rental ordinance since the acreage has decreased below the minimum allowed.

- (13) **No further subdividing:** As a condition of approval and in accordance with the code in place at time of approval no further subdivisions can take place in the development. The development has lots that are over 1-acre in size, however the density was determined by total acreage divided by 1.3 acres per unit. The project is at the maximum density and no further subdividing will be allowed. A specific deed restriction shall be recorded for lots 1, 2, and 24. This shall also be noted on the plat.
- (14) **Sewer Service:** All existing homes must tie onto the sewer at the time the sewer is installed for the development. This also includes the Kennard property.
- (15) **Bonding:**
- a. **Performance Bonds and Warranty Bonds.** Developer shall post performance and warranty bonds in relation to the Project. The bonds shall conform to the requirements of section 16.27.18 of the Wasatch County Code.
 - b. **Maintenance Bonds.** Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County in an amount equal to the annual maintenance expense for open space, trails, and recreational facilities within the Project. When the Developer transfers these obligations by written agreement to the Home Owners' Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owners' Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the open space, public trails, and recreational facilities.

3.2 Obligations of the County.

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

(b) **Conditions to Current Approvals.** The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement and in the official minutes of the County Planning Commission and County Legislative Body, unless agreed to in writing by the Parties.

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

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

1. ***Road Maintenance:*** The roads in the Project shall be public roads. After the roads have been constructed in accordance with County standards and the County has accepted them, the roads shall be Class B roads and shall be placed on the County Class B road map. The County shall maintain the roads, providing the same level of service provided to other Class B roads in the County. The priority and method of maintenance shall be determined in the sole discretion of the County.
2. ***Snow Removal:*** The County shall provide snow-removal on the public roads in the Project. The County shall provide the same level of service provided to other Class B roads in the County. The priority and method of snow-removal shall be determined in the sole discretion of the County.
3. [List Additional Obligations]
4. [List Additional Obligations]

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

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

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

4.2 Applicable Law.

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

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

Section 5. AMENDMENT

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

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

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

6.2 Review by County

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

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

(c) **Notice of Compliance.** Within fifteen (15) days following any written request which Developer may make from time to time, the County shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in

full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

6.3 Default by the County.

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

6.4 Enforced Delay; Extension of Time of Performance.

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

6.5 Annual Review.

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

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

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

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards,

officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

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

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

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

8.2 Written Transfer Agreement Required. When the Developer transfers Developer's maintenance obligations to the Home Owners' Association, Developer shall do so by written transfer agreement approved by the County. In the event that maintenance is not done the remedies outlines in section 9 applies.

8.3 Written agreement prior to release of Out-of-pocket account. Prior to the Out-of-pocket account being released the developer shall request in writing the release of the funds. Any un-bonded items must be inspected and signed off prior to release.

Section 9. INSURANCE CERTIFICATES.

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

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

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

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

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

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

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities

shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

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

11.7 Covenants Running with the Land.

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

11.8 Method of Enforcement.

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

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

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

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

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

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

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

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

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

Section 12. NOTICES

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

If to the County:

DOUG SMITH
Director
Wasatch County Administration Building
55 South 500 East
Heber City, UT 84032

With Copies to:

SCOTT SWEAT
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032

If to Developer:

Innovative Developments Group, LLC (IDG,LLC)
183 Dry Canyon Drive
Lindon, UT 84042

Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

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

Exhibit A - Legal Description of the Property

Exhibit B – Staff reports and meeting minutes

Exhibit C - Will Serve Letters

Exhibit D - Open Space Easement

Exhibit E – Public trail Plan with cross section and gate rendering.

Exhibit F – Recorded deed restrictions for no further subdivision on lots 1, 2 and 24.

Exhibit G – Landscape Plan including irrigation and species, sizes and quantities and proof showing that there is water available for the open space.

Exhibit H – Street light rendering in accordance with 16.21.16

Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

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

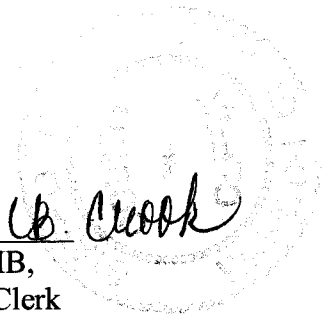
IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:

Attest:

Mike Davis
Wasatch County Manager

Michelle B. Crook
BRENT TITCOMB,
Wasatch County Clerk
Auditor

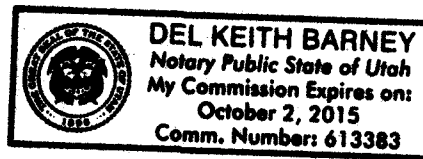


STATE OF UTAH)
 SS:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of May, 2014, by Mike Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

Del. K. Barney
NOTARY PUBLIC
Residing at: Wasatch County, Utah

My Commission Expires:
Oct. 2, 2015



Innovative Developments Group, LLC (IDG, LLC)

By: Eduard Vozar



Eduard Vozar, owner

STATE OF UTAH)

:SS

COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me this 5th day of May, 2014, by Eduard VOZAR, who executed the foregoing instrument in his capacity as the ~~owner/manager~~ director Developer of Pine Shadows.

Sherry Lawrence
NOTARY PUBLIC
Residing at: Wasatch County

My Commission Expires:

Jan. 11, 2016

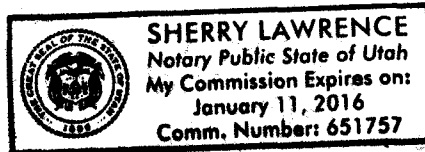


EXHIBIT A

DEVELOPMENT AGREEMENT

[Legal Description of Property]

Pine Shadows Subdivision Overall Boundary Description

A PARCEL OF LAND LOCATED IN SECTION 10, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE HISTORIC NORTH 1/4 CORNER OF SECTION 10, SAID POINT BEING NORTH 89°49'40" WEST 25.65 FEET ALONG THE SECTION LINE FROM THE FOUND WASATCH COUNTY SURVEY MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND 11MERIDIAN;

THENCE S 0°33'38"E 318.27 FEET; THENCE S 00°14'39"E 452.82 FEET; THENCE S 0°15'22"E 422.34 FEET; THENCE S 65°11'14"W 0.10 FEET TO THE NORTHEAST CORNER OF LOT 4, PARKER AGRICULTURAL SUBDIVISION EXEMPTION; THENCE SAID LOT 4 THE FOLLOWING 6 CALLS: S 1°40'14"E 131.04'; THENCE S 00°21'20"E 353.40'; THENCE S 00°28'01"E 386.38'; THENCE WEST 159.17 FEET TO THE BEGINNING OF A 770-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 359.76 FEET WITH A CHORD BEARING N 76° 36' 54" W 356.50 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N 63° 13' 48" W 16.22 FEET TO THE SOUTHEAST CORNER OF THE PARKER SUBDIVISION; THENCE NORTH ALONG SAID SUBDIVISION 783.81 FEET; THENCE N 89° 36' 34" W ALONG SAID SUBDIVISION 479.32 FEET TO THE SOUTHEAST CORNER OF THE UCANOGOS VIEW SUBDIVISION; THENCE N 00° 30' 47" W ALONG SAID SUBDIVISION 359.47 FEET; THENCE NORTH 162.95 FEET; THENCE N 89° 47'45" E A DISTANCE OF 326.16 FEET; THENCE N 00° 08' 32" W A DISTANCE OF 665.58 FEET; THENCE S 89° 49' 40" E A DISTANCE OF 655.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,391,425 SQ FT OR 31.94 ACRES

EXHIBIT B

DEVELOPMENT AGREEMENT

[Meeting minutes and staff reports]

WASATCH COUNTY
Wasatch County Planning Staff Report
September 12, 2013

ITEM: 3

Eduard Vozar, agent for Landmark Partners LLC, is requesting final approval for Pine Shadows, a large scale subdivision. The proposed development consists of 24 lots on 32.06 acres. The property is located at approximately 2900 East 1200 South on the south side of 1200 South and east of the Ucanogos subdivision in Section 10, Township 4 South, Range 5 East in the RA-1 (Residential Agricultural 1-acre) zone.

PROJECT SUMMARY:

1. 32.06 total acres
2. Zoned RA-1
3. Base density 24 lots (32.06 acres/1.3 = 24.66)
4. Project will have sewer and culinary water from the Twin Creeks SSD
5. The three existing homes must tie onto sewer when the sewer line is made available.
6. 9 lots over 1-acre in size or 35% of the lots.

BACKGROUND:

The request is for final approval of Pine Shadows. The property is located at about 2900 E and 1200 S. The RA-1 zone ordinance allows for a base density of 1 unit for every 1.3 net acres which excludes constrained land but includes roads. The proposal is for a subdivision with 24 lots on 32.06 total acres. The code allows for a variation in lot sizes as long as the smallest is not less than 1/3 acre or 14,520 square feet. There must also be a minimum of 20% of the lots that are 1-acre or larger. The proposal has approximately 35% of the lots being larger than 1-acre.

This item has had a number iterations with the connection to the south to Wild Mare Way being removed and the connection to 1200 South being required.

Lots range in size from 10 acres to .33 acres. The proposal has changed since the applicant was last in front of the Planning Commission. The new proposal is to keep the 10-acre Parker Agricultural exemption lot 4 in-tact and remove the cul-de-sac.

Lots 1, 2, and 24 all have existing homes. There are also a number of out buildings that will remain. All homes within the development will be required to tie onto sewer since lots must be a minimum of 5-acres unless tied onto the sewer. The site currently is covered by hundreds of pine trees, some being mature. It is staff's hope that many of those trees will be preserved within the subdivision. The developer committed to stop the rental of the dwelling fronting on Wild Mare Way as part of the approval.

The development connects 1400 South from Ucanogos to Summit Meadows through Pine Shadows. There are residents in Ucanogos on the stub street that will now be a through road. The plat for Ucanogos has notes specifying that the road is intended to go through and that the turn-around is temporary. At the preliminary approval there was a great deal of discussion regarding removal of the turn-around and construction of the new curb, gutter and walk and how that works with the existing driveway.

Planning Commission Staff Report
 Item 2 (Pine Shadows)
 September 12, 2013
 Pg. 2

The County Council reviewed the plat amendment proposal on June 19th and made the following motion regarding the plat amendment:

Councilman Farrell made the motion that with regard to the vacation of lot 4 that we allow Mr. Vozar to vacate lot 4 out of the Parker Agricultural exemption subdivision and place it in the Pine Shadows subdivision with the conditions that there is a deed restriction on it stating there will be no further division in this lot. Doug Smith you can word it on the plat or how you want showing that the density was used on the approval up to 24 lots we deed restrict it and limit the use to single family residence and the nightly rental will be used only as a single family residence so it does not impact the access in the Parker subdivision and accept all the conditions and findings as stated in the Wasatch County Planning Commission's report and to accept the staff report. Councilman Capson seconded the motion and the motion carries with the following unanimous vote.

The County Council reviewed the proposal for the preliminary plan and approved it based on the following motion:

Councilman Farrell made a motion that we approve the Pine Shadows subdivision with the conditions and findings noted in the Wasatch County Planning Commission report with the additional condition that we do away with the cul-de-sac and have the road exit on 1200 South within the Wasatch County code 400 feet from the nearest intersection. That we put in the development agreement that the stub road going through Ucanogos subdivision has to be put in and the existing lots there will have to be brought up to grade and the elevations and the grade needs corrected as per the development agreement and the homeowners have an opportunity to have some input into that and allow up to 24 lots to allow him to make his subdivision under County code. Also that the conditions be met that are laid out in the water advisory board action report. Councilman Crittenden seconded the motion and the motion carries with the following unanimous vote.

This action is not a recommendation. The Planning Commission grants or denies final approvals of subdivisions.

ANALYSIS:

Density – The base density is 24 lots with the inclusion of lot 4 (from the Parker Agricultural exemption). One of the conditions from the County Council approval of the plat vacate is a deed restriction and a note recorded on the plat stating that there will be no further subdividing of any of the lots in the Pine Shadows plat. The note should state the following: “No Further subdividing. There is no further subdividing of any of the lots in the Pine Shadows subdivision. Approvals were granted based on total acreage under code section 16.27.11(B)(2). The development was approved at the maximum density allowed by code.” Developer is required to deed restrict lot 24 as well with the same language.

Sidewalks/curb and gutter- The applicant is required to build curb, gutter and sidewalks for the entire development due to the adopted cross section for local roads. The sidewalks will stub into property lines and existing sidewalks in Ucanogos. There is existing sidewalk/curb and gutter in Ucanogos and existing curb and gutter in Summit Meadows. The sidewalk/curb and gutter in Ucanogos ends west of the property line due to the temporary turn-around required to be installed

by the developer of Ucanogos. The staff report from the engineering department requires this applicant to remove the temporary turn-around and install the curb/gutter and sidewalk.

There is also a 5' concrete sidewalk required to be built on 1200 South in front of all platted lots including lot 1. The sidewalk should have a slight meander and be built including the drainage swale.

Local road plan – As mentioned, this plat will connect the two existing stub streets so 1400 South becomes a through road. The County Council required that the previous cul-de-sac be a through street into 1200 South which is reflected on the drawings.

Trails – The applicant is constructing a trail/walk along 1200 South. There is a north south public trail that runs the length of the subdivision to the east in Summit Meadows. Pine Shadows should allow a public trail access to tie into the area around lot 3 of Summit Meadows (lot 23 of Pine Shadows) and run south along the west border of lot 24 of phase 2.

Setbacks – Setbacks for the underlying RA-1 zone will be required. They are 30' front, 30' rear and sides are 10' minimum for total of 24' combined. Homes adjacent to 1200 South require a 50' side setback from the right-of-way.

Fencing plan – The developer plans to leave the existing field fences around the development in place.

Affordable Housing Agreement – There is a pending ordinance regarding affordable housing. The applicant will be required to comply with the new affordable housing ordinance.

Storm water maintenance – There will need to be stipulations in the development agreement and on the plat for maintenance of the detention basin and access in favor of the county to the basin.

Lot widths and square footage – All lots meet the frontage and width requirements for developments in the RA-1 zone. The code requires 100' at the 30' setback for lots under 1-acre and 150' for lots over 1-acre and for all corner lots. The minimum lot size is 14,520 square feet.

Development agreement - Prior to final recording there will need to be a development agreement worked out with the County.

Short term rentals – The applicant committed to stop renting the short term rental on lot 24. There is also a short term rental on lot 2 of the development. Lot 2 is 2.46 acres. Due to the code regarding short term rentals (11.08.05) it appears that once the subdivision plat is recorded and the lot becomes smaller than 5-acres the short term rental use must be vacated.

Following is the code regarding short term rentals:

11.08.05 Notwithstanding the above regulations short term rentals are not allowed in the RA-1 zone unless the property is a minimum of five (5) acres and a short term rental agreement, stipulating the above criteria, is approved by the county.

POSSIBLE FINDINGS:

- It has been determined that the project is feasible from an engineering standpoint and ready for final approval.
- The proposal complies with the code for an RA-1 subdivision.
- The proposal connects stub streets in developments to the east and west.
- The conditions from the County Council at preliminary have been complied with.
- The short term rental on lot 24 has ceased.
- The shorty term rental on lot 2 will not be able to comply with the code once the plat is recorded.

ALTERNATIVE ACTIONS:

1. Recommendation for conditional approval. This action can be taken if the Planning Commission feels comfortable with the proposal and the requested density and outstanding issues can be completed prior to final.
2. Recommendation for continuance. This action can be taken if the Planning Commission would like additional information prior to making a recommendation and determining the density bonus.
3. Recommendation for denial. This action can be taken if the Planning Commission feels that the application does not meet the intent of the ordinance.

POSSIBLE CONDITIONS OF APPROVAL:

1. Street lights will be the standard adopted by the County which must be dark sky compliant.
2. Removal of the temporary turn-around in Ucanogos and install the curb/gutter and sidewalk using the escrow account provided by Ucanogos. Additional costs should be borne by the developer. By the time of the Planning Commission meeting the property owner should have met with the County Engineer/applicant engineer so the property owner is comfortable with the proposal.
3. A note on the plat, in the development agreement and a deed restricted for all lots over 1-acre that specifically mentions lots 1, 2 and 24 that there is no further subdividing allowed.
4. All existing homes will have to tie onto sewer when available.
5. The applicant will be required to comply with the new affordable housing ordinance when finished and if applicable.
6. A development agreement must be recorded with the plat.
7. The Short term rental on lot 2 must cease with the recording of the plat due to the inability to comply with the code regarding a 5-acre minimum lot size for short term rentals.
8. The new street cross section for collector roads is required including drainage swale, sidewalk, and asphalt width.

Wasatch County
Planning Commission

Report of Action

REQUEST FOR COUNCIL ACTION	
Preliminary Approval	_____
For Discussion Only	_____
Resolution	_____
Ordinance	_____
General Plan	_____
Zone Change	_____
Plat Amendment	_____
Road Vacation	_____
Condition Use Permit	_____
Final Approval	_____ X _____
Temp. Use	_____
Master Plan	_____

Meeting Date: September 12, 2013

ITEM #3. Eduard Vozar, agent for Landmark Partners LLC, is requesting final approval for Pine Shadows, a large scale subdivision. The proposed development consists of 24 lots on 32.06 acres. The property is located at approximately 2900 East 1200 South on the south side of 1200 South and east of the Ucanogos subdivision in Section 10, Township 4 South, Range 5 East in the RA-1 (Residential Agricultural 1-acre) zone.

Commissioner Gappmayer was present as Chair.

INDINGS

- It has been determined that the project is feasible from an engineering standpoint and ready for final approval.
- The proposal complies with the code for an RA-1 subdivision.
- The proposal connects stub streets in developments to the east and west.
- The conditions from the County Council at preliminary have been complied with.
- The short term rental on lot 24 has ceased.
- The shorty term rental on lot 2 will not be able to comply with the code once the plat is recorded.

DISCUSSION

- Mr. Vozar said that he felt the property owners were good with conditions.
- Mr. Sultser had not seen letter from the county engineer and wanted to read it regarding the agreement between Mr. Vozar and the property owners. Would like to see 1.5 inch slope and correct grade for drainage. Also putting back landscaping and other items as they should be.

CONDITIONS

1. Street lights will be the standard adopted by the County which must be dark sky compliant.
2. Removals of the temporary turn-around in Ucanogos and install the curb/gutter and sidewalk using the escrow account provided by Ucanogos. Additional costs should be borne by the developer. By the time of the Planning Commission meeting the property owner should have met with the County Engineer/applicant engineer so the property owner is comfortable with the proposal.
3. A note on the plat, in the development agreement and a deed restricted for all lots over 1-acre that specifically mentions lots 1, 2 and 24 that there is no further subdividing allowed.
4. All existing homes will have to tie onto sewer when available.
5. The applicant will be required to comply with the new affordable housing ordinance when finished and if applicable.
6. A development agreement must be recorded with the plat.
7. The Short term rental on lot 2 must cease with the recording of the plat due to the inability to comply with the code regarding a 5-acre minimum lot size for short term rentals.

8. The new street cross section for collector roads is required including drainage swale, sidewalk, and asphalt width.

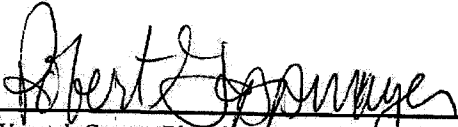
OTION

Commissioner Duke made a motion to approve Pine Shadows based on condition from staff and letter from
City Damien .

Commissioner Probst seconded the motion.

OTE (to)

Robert Gappmayer	<u>AYE</u>	NAY	ABSTAIN
Paul Probst	<u>AYE</u>	NAY	ABSTAIN
Shelly Olsen	<u>AYE</u>	NAY	ABSTAIN
Jon Jacobsmeyer	AYE	<u>NAY</u>	ABSTAIN
Spencer Duke	<u>AYE</u>	NAY	ABSTAIN
Gerald Hayward	<u>AYE</u>	NAY	ABSTAIN



 Wasatch County Planning Commission - Chairman

****Official action of the Planning Commission on this item****

WATER DEVELOPMENT ACTION REPORT
July 1, 2013

Project Name: Pine Shadows (Kennard & Smith Property)

Address: 2950 East 1200 South

Name of Developer: Edward Vozar

Parcel Size: 32.06 Acres

Present Land Use:

Amount of Irrigated Land: 32.06 Acres

Amount of Non-Irrigated Land: 0

Scope of the proposed project:

Number of ERUs: 24

Amount of Irrigated Land: 22.83 Acres

Amount of Non-Irrigated Land: 9.23 Acres

Roads & Trails- 3.18 Acres

Home Sites- 6.05 Acres

(a) Non Irrigated Credits

Lot 1

House & Drive 0.24

Tennis Court 0.12

Barn Lot & Drive 0.34

TOTAL 0.7

Lot 2

House & Patio 0.1

Barn Drive & Parking 0.4

TOTAL 0.5

Lot 24

House & Drive 0.35

Patio, Pool & Walks 0.1

Barn Lot, & Drive 0.55

TOTAL 1.0

Lots 3-23

House, Drive & Other 3.85

TOTAL 3.85

Water Requirement:

Culinary Quality Number of Acre Feet: 24

Irrigation Quality Number of Acre Feet: 68.49

Water Rights Available to the project:

1. Shares of Lake Creek Primary Water

Kennard – 4.69 Lake Creek Primary Shares

Voza – 4.00 Lake Creek Primary Shares

2. Approved Single Family Well

55-6557 (Kennard)=1.76 acft (.25 ac, 1 family, 20 livestock)

55-4399 (Landmark Partners)=.96 acft (.11 ac, 1 family, 7 livestock)

Water Rights Committed

Source Quantity

Lot 1 Well 1.76

Lot 2 Well 0.96

Lot 24 Ex Service 1

9 LC 1st Class SH 9 Lot 24

18 LC CUP AG SH 18 Lot 24

6.87 LC Primary SH 61.77

92.49

Project Water Allocation:

Culinary Water Provider: Twin Creeks Special Service District .

Number of Shares Required: 2.57 Lake Creek Primary Share .

Infrastructure Requirements: Developer is required to extend the Twin Creeks District 12" Line to the project and install fire hydrants as required by code.

Secondary Water Provider: Twin Creeks and Lake Creek Irrigation Company.

Number of Acre Feet required: 68.49 acre-feet

Number of Shares required: 7.61 Lake Creek Primary Shares

Infrastructure Requirements: Developer is required to extend the existing secondary water lines to the project, as needed in accordance with Twin Creeks and Lake Creek Irrigation Company's construction standards.

Project Approval Required Conditions:

1. Transfer 24 acre-feet (2.67 Primary Lake Creek Share) to Twin Creeks SSD for culinary water requirements.
2. Extend Culinary Water Line to project under Twin Creeks SSD Construction Standard.
3. Transfer 66.45 acre-feet (7.38 shares of Lake Creek Primary Irrigation Company Stock) to Twin Creeks SSD for secondary Irrigation.
4. Developer must install the secondary irrigation system to the individual lots from the main line under the construction standards as outlined in the Twin Creeks SSD and Lake Creek Irrigation Company construction standard.
5. It is required that the developer have the adequate amount of water under ownership and escrowed to the appropriate entity prior to seeking preliminary approval from the County Council.

EXHIBIT C

DEVELOPMENT AGREEMENT

[Will Serve Letters]

EXHIBIT D

DEVELOPMENT AGREEMENT

[Open Space Easement]

OPEN SPACE B

BEGINNING AT A POINT THAT IS NORTH 89°49'40" WEST A DISTANCE OF 25.65 FEET AND SOUTH 0°33'38" EAST A DISTANCE OF 38.14 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 10 T4S, R5E, SLB&M;

THENCE SOUTH 00°33'38" EAST A DISTANCE OF 20.00 FEET ;THENCE NORTH 89°43'51" WEST A DISTANCE OF 138.40 FEET TO THE BEGINING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 89°10'54" EAST; THENCE NORTHERLY ALONG SAID CURVE A DISTANCE OF 4.87 FEET AND THROUGH A CENTRAL ANGLE OF 00°35'38" (CHORD BEARING AND DISTANCE FOR SAID CURVE BEING NORTH 00°31'17" WEST 4.87); TO THE BEGINING OF ACOMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 89°46'32" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 23.69 FEET AND THROUGH A CENTRAL ANGLE OF 90°29'38" (CHORD BEARING AND DISTANCE FOR SAID CURVE BEING NORTH 45°01'20" EAST 21.30); ;THENCE SOUTH 89°43'51" EAST A DISTANCE OF 123.17 FEET TO THE POINT OF BEGINNING. Open Space B = 2718 Sq. Ft. = 0.062 Ac

OPEN SPACE A

BEGINNING AT A POINT THAT IS NORTH 89°49'40" WEST A DISTANCE OF 330.06 FEET AND SOUTH A DISTANCE OF 37.62 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 10 T4S, R5E, SLB&M;

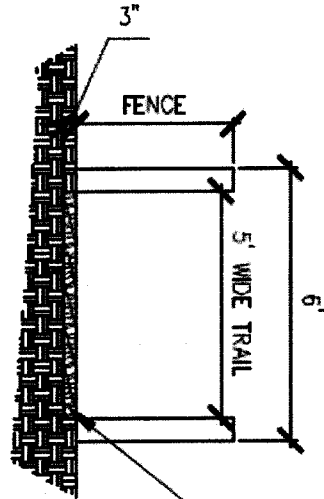
THENCE SOUTH 89°43'51" EAST A DISTANCE OF 91.60 FEET TO THE BEGINING OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 23.45 FEET AND THROUGH A CENTRAL ANGLE OF 89°35'16" (CHORD BEARING AND DISTANCE FOR SAID CURVE BEING SOUTH 44°56'13" EAST 21.14); TO THE BEGINING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 89°51'25" EAST; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 5.11 FEET AND THROUGH A CENTRAL ANGLE OF 00°33'08" (CHORD BEARING AND DISTANCE FOR SAID CURVE BEING SOUTH 00°25'09" EAST 5.11); ;THENCE NORTH 89°43'51" WEST A DISTANCE OF 105.94 FEET ;THENCE NORTH 01°48'24" WEST A DISTANCE OF 20.01 FEET TO TO THE POINT OF BEGINNING Open Space A = 2077 Sq. Ft. = 0.048 Ac

EXHIBIT E

DEVELOPMENT AGREEMENT

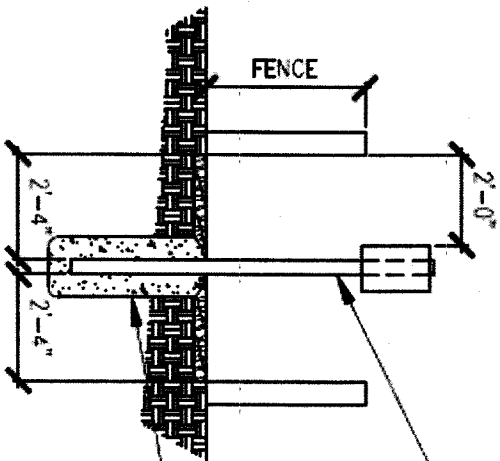
[Trail Plan]

PERIMETER FENCING
AROUND LOT 2A.



TYPICAL TRAIL CROSS SECTION

SCALE 1:5



TRAIL ENTRANCE AT WILD MARE

SCALE 1:5

DEVELOPMENT AGREEMENT

[Recorded deed restrictions for no further subdividing]

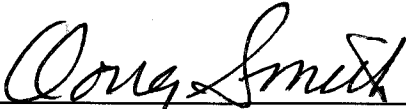
NOTICE OF INTEREST ON LOTS 1, 2 AND 24 OF THE PINE SHADOWS SUBDIVISION

This notice is to owners and successors of interest of the property with the above stated lots in the Pine Shadows subdivision.

In accordance with the code in place at the time of approval no further subdivisions can take place in the development. The development has lots that are over 1-acre in size, however the density was determined by total acreage divided by 1.3 acres per unit. The project is at the maximum density and no further subdividing will be allowed.

As a condition of the approval this deed restriction, not allowing further subdividing, shall be recorded for lots 1, 2, and 24. This shall also be noted on the plat.

Ent 400597 Bk 1104 Pg 735-735
Date: 05-MAY-2014 4:07:20PM
Fee: None Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: WASATCH COUNTY PLANNING

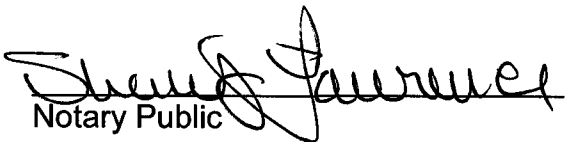
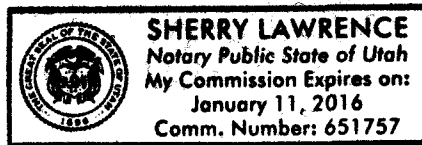


Doug Smith, Wasatch County Planning Department

ACKNOWLEDGMENT

State of Utah)
) ss.
County of Wasatch)

On the 2nd day of May 2014 Doug Smith, Wasatch County Planning Director, personally appeared before me, the undersigned Notary Public, in and for said County of Wasatch, in said State of Utah, the signer(s) of the above document, duly acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.


Notary Public

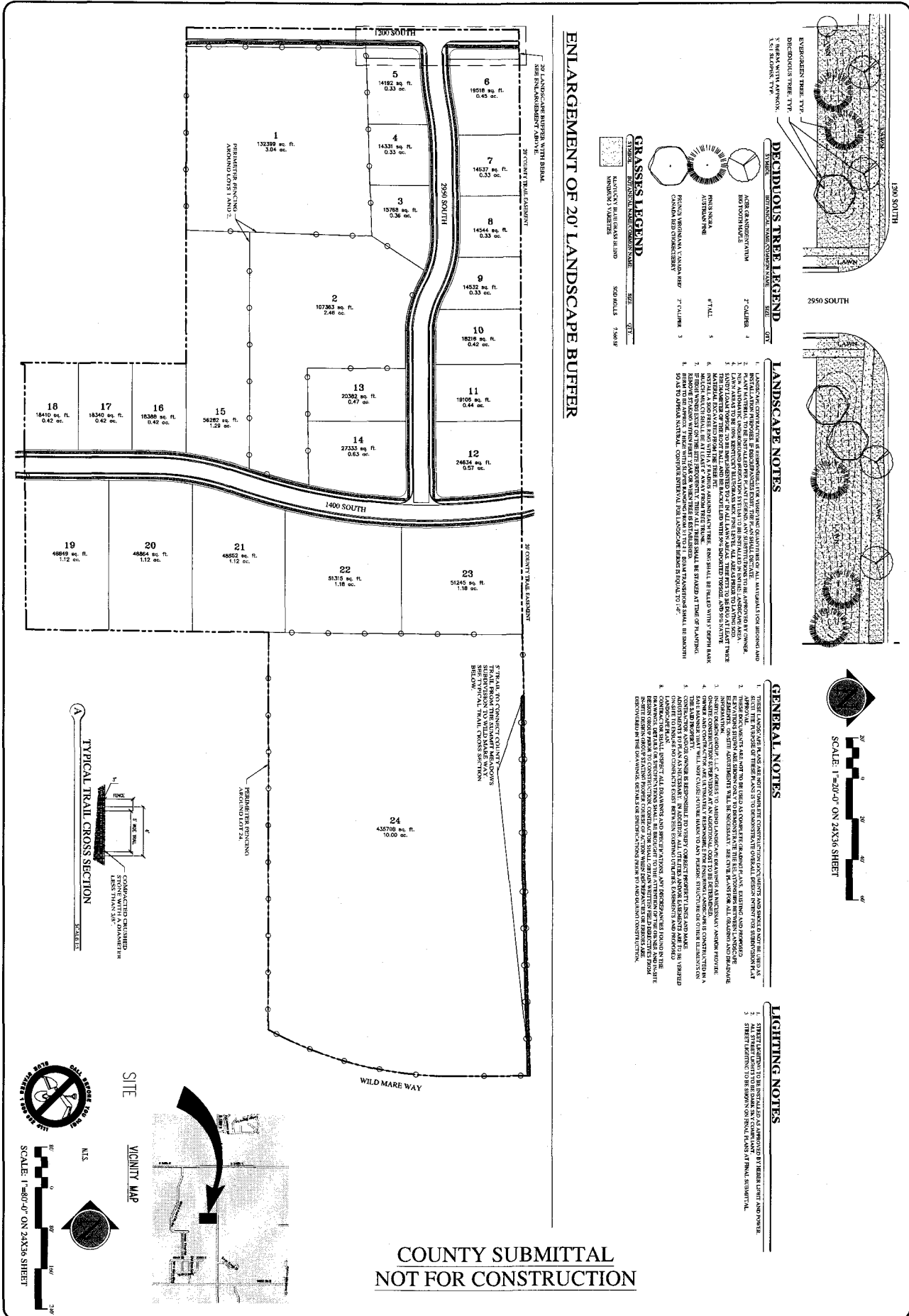
Residing in Wasatch County.

My Commission Expires: Jan. 11, 2016

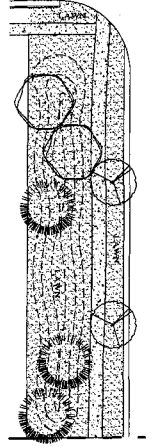
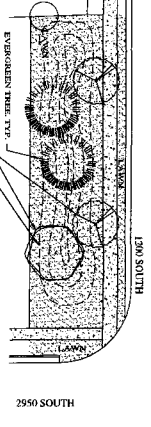
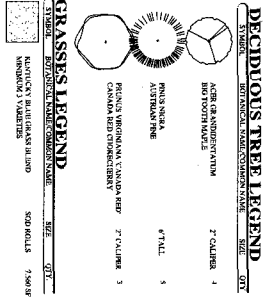
EXHIBIT G

DEVELOPMENT AGREEMENT

[Landscape Plan]

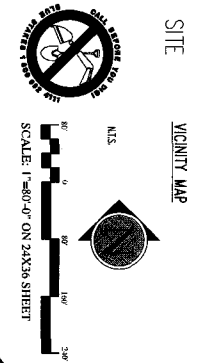
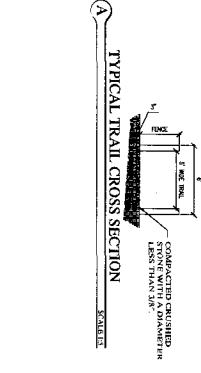
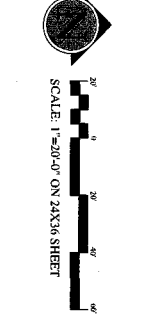


ENLARGEMENT OF 20' LANDSCAPE BUFFER



GENERAL NOTES

1. THESE LANDSCAPE BUFFER AND TRAIL CONSTRUCTION NOTES APPLY TO ALL LOTS AND SHALL BE MAINTAINED FOR THE LIFE OF THE PROJECT.
2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S AND LANDSCAPE ARCHITECT'S SPECIFICATIONS.
3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S AND LANDSCAPE ARCHITECT'S SPECIFICATIONS.
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23. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S AND LANDSCAPE ARCHITECT'S SPECIFICATIONS.
24. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S AND LANDSCAPE ARCHITECT'S SPECIFICATIONS.

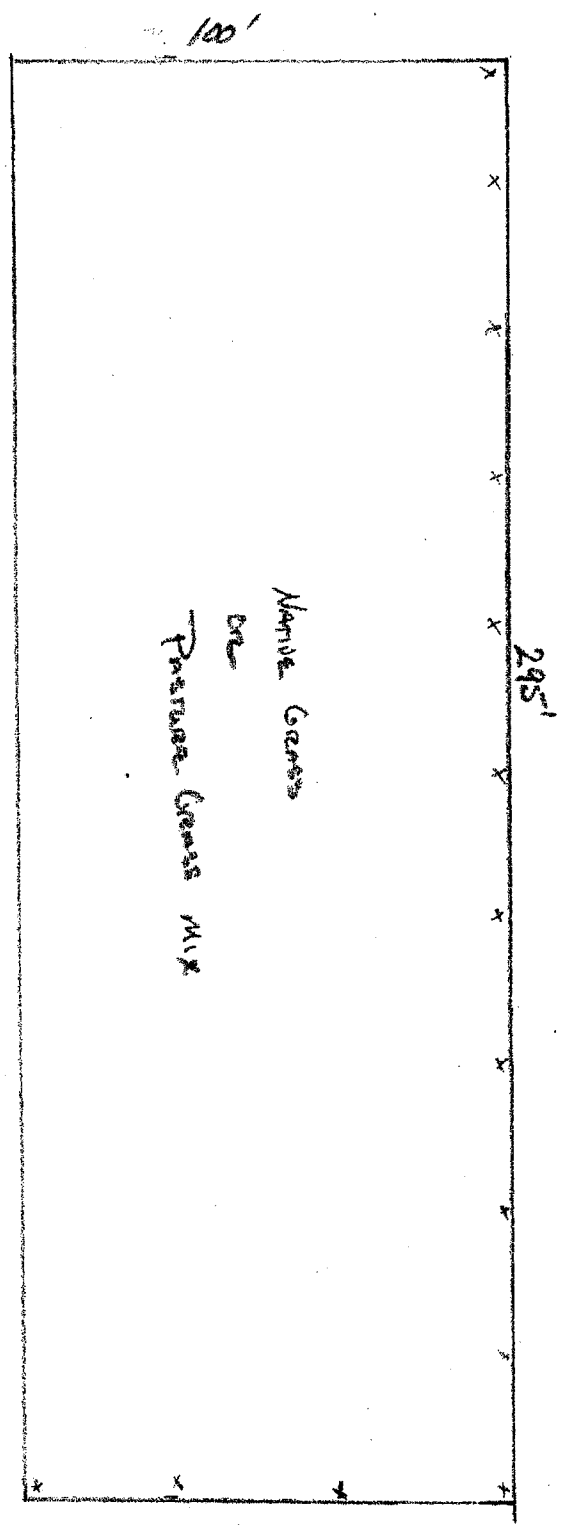


**COUNTY SUBMITTAL
NOT FOR CONSTRUCTION**

<p>DATE: 05/14/2014</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: 1"=80'-0" ON 24X36 SHEET</p> <p>PROJECT: PINE SHADOWS SUBDIVISION</p>	<p>LANDSCAPE & FENCING PLAN</p> <p>DATE: 05/14/2014</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: 1"=80'-0" ON 24X36 SHEET</p>	<p>PROJECT: PINE SHADOWS SUBDIVISION</p> <p>LANDMARK PROPERTIES, LLC</p> <p>2800 E 1200 S, HEBER COUNTY, UT</p>	<p>DATE: 05/14/2014</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: 1"=80'-0" ON 24X36 SHEET</p>	<p>DATE: 05/14/2014</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: 1"=80'-0" ON 24X36 SHEET</p>
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PINE STAMOUS SUBDIVISION
"RETENTION BASIN"

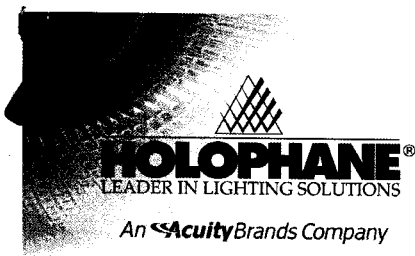


Sprinkler System: Hunter Rotar Heads

EXHIBIT H

DEVELOPMENT AGREEMENT

[Street light rendering]



Salem Aluminum Pole
Granville® II LED (GVD)



POLE ATTRIBUTES:

Description The lighting post shall be all aluminum, one-piece construction, with a classic square base design.

Materials The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 Ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy. The tapered shaft shall be extruded from aluminum, ASTM 6063 alloy, spun to a tapered shape. Material heat treated to a T6 temper.

Construction The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All welding shall be per ANSI/AWS.

Dimensions The post shall have a 9" or 13" diameter base. At the top of the post, an integral tenon with a transitional donut shall be provided for luminaire mounting.

Installation The post has an option to have four L-Type hot dip galvanized anchor bolts shipped with it. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

FIXTURE ATTRIBUTES:

General The GranVille® II Classic LED is designed for ease of maintenance with the electrical module common to Holophane's original GranVille Series. A precision optical system that maximizes post spacing while maintaining uniform illumination.

Features and Benefits

- Engineered LED system for maximum performance and reliability
- Designed for use with original globes and housings maintaining familiar appearance
- Optimized to meet existing lighting standards
- Asymmetric and Symmetric distributions offer application design flexibility
- Simple access to electronic driver and components for ease of maintenance

Typical Applications

- City Streets
- Parks
- Residential Areas
- Campuses
- Walkways
- Parking Lots

Finish/Material The luminaire is finished with polyester powder paint, and, the luminaire housing is cast of aluminum. Luminaire Mounts to P07 (3X3) Tenon Configure Entire Pole Package Assmibly For Pole and Arm Combinations

APPROVED
Handwritten signature



Catalog Number GVD 60 4K AS M B 6 N S B FCVR B H PCS L25 SMA 14 F4C 13 P07 ABG BK	
Type:	Notes:

SPECIFICATIONS

FIXTURE

Granville® II LED (GVD)
 -[GVD 60 4K AS M B 6 N S B FCVR B H PCS L25]
 Prefix: Granville® II LED (GVD)
 Source & Wattage: 60W 315mA Driver
 Color Temperature: 4000 Series CCT
 Voltage: Auto-Sensing Voltage (120-277)
 Housing: Modern Style - Swing Open Design
 Finish: Black
 Optics: Asymmetric Lunar Optic Type III
 Trim: No Trim
 Finial: Painted Cast Aluminum Standard
 Trim and or Finial Finish: Black
 Dimming Driver: None
 Covers: Full Cover
 Finish for Cover: Black
 NEMA Label: None
 Photocontrol Receptacle: NEMA Twistlock Photocontrol Receptacle
 Dimming: None
 Photocontrol: DTL Twistlock Photocontrol For Solid-State
 ROAM Dimming Control: None
 Prewired Leads: 25ft Prewired Leads
 Photocontrol Kits: None
 Photocontrol Kit Finish: None
 Decorative Band: None
 House Side Shields: None
 Post Capital: None
 Luminaire EPA: 1.88
 Luminaire Weight: 59

POLE

Salem Aluminum Pole
 -[SMA 14 F4C 13 P07 ABG BK]
 Prefix: Salem, Aluminum Pole
 Height: 14 feet (Actual Height: 14'-0")
 Shaft Style: F4C 4 inch diameter Fluted, .125 wall
 Base: 13 inch Square Base
 Sitelink Base: None
 Tenon: 3 X 3 Tenon
 Pole Mounting: Anchor bolts, galvanized steel
 Finish: Powder Coat Paint Finish, Black
 Base EPA: 3.7880625
 Base Weight: 60
 Anchor Bolt: AB-26-4

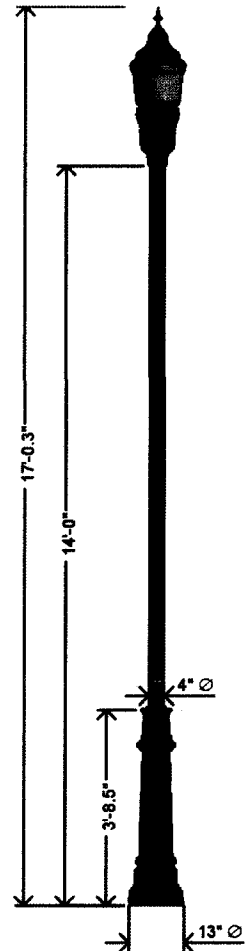
Your Assembly Wind Load status: Pass
 Passed for wind speed: 90 MPH
 For further details, review the Structural Analysis Report.



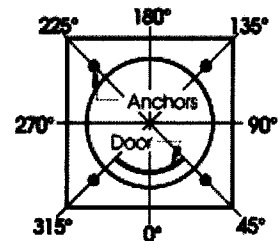
This is max. angle agreed to for Wastech County

M. O. 5/5/2014

Salem Aluminum Pole Granville® II LED (GVD)



Anchorage/Orientation Plan



Hand Hole is at 0 deg.

Customer Approval:

Job Name: Product Basket

Client Name:

signature

date

Created By: Richard Weight

Date: 21-Feb-14

Lunar Optics

Lunar Optics has been designed to address environmental lighting issues such as urban sky glow (light pollution), light trespass, and glare, in addition to maintaining classic style and appearance.

The Granville Series with Lunar Optics boasts an exquisite daytime appearance, yet has been engineered with purposeful optical performance. Specifically, the luminaire restricts the intensity (candela) at the critical vertical angles to achieve an IESNA cutoff classification.

Furthermore, a small amount of light illuminates the top acorn refractor to allow for a fully luminous nighttime appearance. As an overall result, the percentage of upward light is significantly reduced, yet the traditional lighted appearance is retained. The Lunar Optics version is ideal for applications where communities want to celebrate tradition, however are sensitive to light pollution and trespass.

1 Finial: Is designed to define luminaire shape

2 Decorative top cover: (optional) Designed to define luminaire shape and control uplight

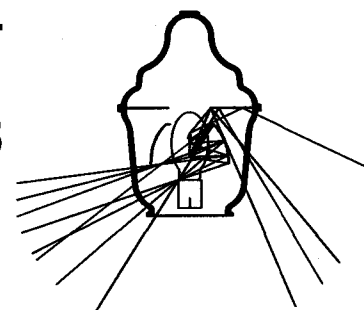
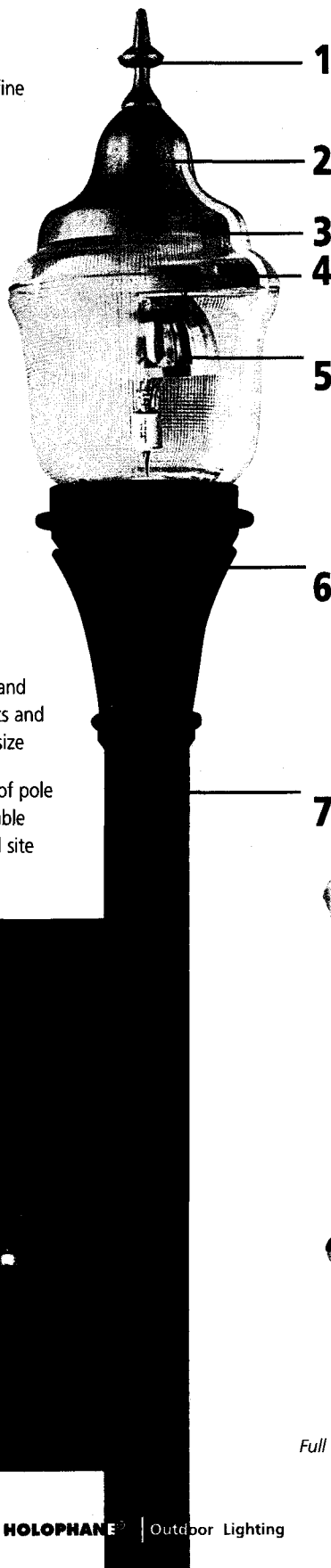
3 Prismatic top reflector: Defines shape and efficiently controls light

4 Reflector mounting plate: Is designed to support Lunar Optics reflector and reduce uplight

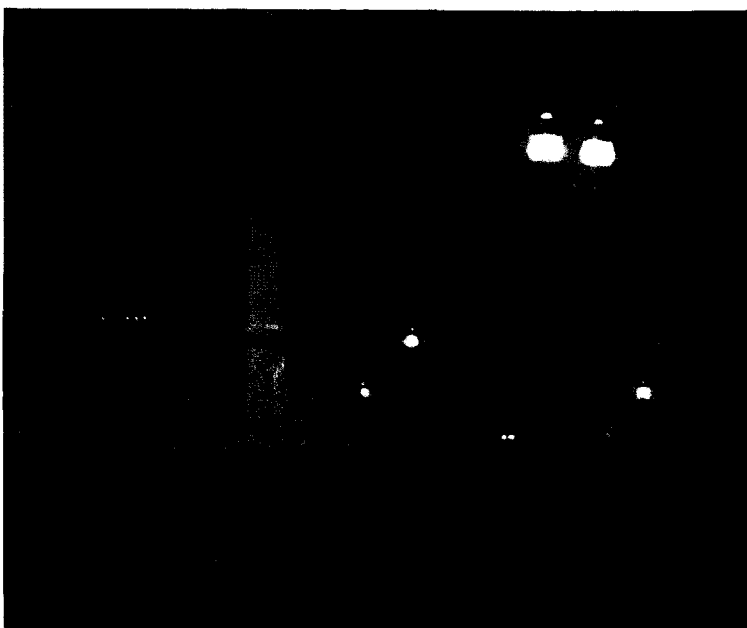
5 Anodized hydro-formed reflector: Restricts the intensity at the critical vertical angles

6 Ballast housing: Holds and protects electrical components and defines luminaire shape and size

7 Pole options: A variety of pole materials and styles are available to complement luminaire and site architecture



Lunar Optics has been designed to reduce the lighting intensity at the critical vertical angles to achieve IESNA Cutoff.



Granville



Syracuse



Full Decorative Cover



Mayfield Decorative Cover

Doug Smith

From: Eduard Vozar <ed@elperform.com>
Sent: Thursday, May 01, 2014 6:41 AM
To: Doug Smith
Cc: Luke Robinson
Subject: street lights

Statement about Street Lights for Pine Shadows subdivision.

Wasatch County Planning Department

This is my statement/affidavit that I will make sure and guarantee that all street lights are going to be in compliance with the Wasatch County requirements, including "DARK SKY" compliance.

Eduard Vozar
Innovative Developments Group, LLC
183 Dry Canyon Drive, Lindon UT 84042
for Pine Shadows subdivision
cell: 801-836-0396

Doug Smith

From: Eduard Vozar <ed@elperform.com>
Sent: Thursday, April 24, 2014 1:15 PM
To: Doug Smith
Subject: Fwd: Dark Sky Fixture
Attachments: lunar.pdf; ATT00001..htm

Hi Doug,

I just spoke with Jeff and he said that he will guarantee that these light will be in compliance (dark sky). Thank you for doing it before you will leave. (to be able to record)
Regards,

Ed

Begin forwarded message:

From: Work <jdedickson@yahoo.com>
Subject: Fwd: Dark Sky Fixture
Date: February 27, 2014 7:56:56 AM MST
To: ed@elperform.com

Here is the flyer my supplier sent. I guess Dark Sky is an organization these lights are Holophane they are principally the same. But Holophane doesn't use there term they call them Lunar Optics. Essentially the same thing no light pollution. These same heads were installed in Wasatch County in a Dark Sky neighborhood with no problem. Let me know if this will work.

Thanks
Jeff Dickson
801-602-0246

Begin forwarded message:

From: Justin Hall <JustinH@codale.com>
Date: February 27, 2014 at 7:38:05 AM MST
To: "'JDEDICKSON@YAHOO.COM'" <JDEDICKSON@YAHOO.COM>
Subject: Dark Sky Fixture

Here is the info on the Lunar Optics to meet "Dark Sky"
Thanks
Justin Hall
Codale Electric Supply, Inc.

* All sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms