


WHEN RECORDED, RETURN TO:

Blaisdell & Church  
Attn: David L. Church, Esq.  
5995 South Redwood Road  
Taylorsville, UT 84123



ENT 107955:2012 PG 1 of 45  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 Dec 07 11:41 am FEE 0.00 BY SW  
RECORDED FOR VINEYARD TOWN

Dated: 11/28, 2012

Space Above for Recorder's Use Only

**AGREEMENT AMENDING AND CLARIFYING THE DEVELOPMENT AGREEMENT FOR THE HOMESTEADS AT VINEYARD LOCATED WITHIN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH AND INCLUDING THE HOMESTEADS AT VINEYARD PROJECT PLAN**

RECITALS

WHEREAS, Vineyard Town, a Utah municipal corporation (the "Town") and Anderson Development Services, Inc. and other property owners as identified by their signatures thereto ("Anderson") entered into that certain Development Agreement for the Homesteads at Vineyard dated as of January 31, 2006 and recorded on April 27, 2006 as Entry No. 50956:2006 in the office of the Utah County Recorder (the "Development Agreement");

WHEREAS, the parties to the Development Agreement now wish to amend certain provisions of the Development Agreement to reflect changes in the intentions of the parties regarding development of the property concerned and changes in the state and local housing market and economy; and

WHEREAS, the parties have reevaluated the needs of the Town for certain improvements and infrastructure contemplated by the Development Agreement and have determined that certain transportation and other infrastructure and public safety facilities are either not needed or can be delayed.

NOW THEREFORE, in consideration of the goals of the Town and Anderson, the parties do hereby amend the Development Agreement as follows:

1. **STATUS OF PROJECT.**

1) The Town and Anderson Development acknowledge and agree that the basic "back-bone" infrastructure for the Project Area has been substantially completed and accepted by the Town. An estimate and itemization of items to be completed by Anderson Development is set forth below. All such work shall be completed by September 30, 2012.

a) Roads, Asphalt, Storm and Land Drains, Culinary Water.

Roads/Asphalt	\$ Amount
Asphalt Repair	\$ 1,800
Curb & Gutter Repair	29,900
Asphalt Trail Completion	6,000
Total	\$ 29,700
As-built Plans (estimate)	\$ Amount
Storm & Land Drain	\$ 10,000
Culinary Water	10,000
Total	\$ 20,000

b) Electrical Costs to Complete to Existing Layout.

Area	Restore Electrical	Rocky Mtn. Transformers	Total
Center Street	\$ 74,248	\$ 98,562	\$172,810
300 West	25,740	2,050	27,790
Initial Requirement	\$ 99,988	\$100,612	\$200,600

c) Water Well Cap Spring on Southeast Corner of Pod 4.

Specifications TBD	Total Cost	\$8,000
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2) Property taxes for the years 2008, 2009, 2010 and 2011 totaling \$172,697.12 (through June 30, 2012) will be paid by Anderson Development prior to or concurrently with the recordation of this Agreement.

2. **SECTION 3 – ZONING DISTRICT DESIGNATIONS of PART D PROJECT AREA PROVISIONS AND REQUIREMENTS** is hereby amended to read as follows:

**SECTION 3 – ZONING DISTRICT DESIGNATIONS.**

In compliance with the requirements of LUDMA, and more particularly Section 10-9a-503, and following a public hearing conducted by the Vineyard Town Planning Commission on November 22, 2005, the Vineyard Town Planning Commission on December 1, 2005 formulated and transmitted to the Vineyard Town Council the Commission's recommendation for the Project Plan recommending that the Project Area be redesignated from an existing Agriculture A-1 Zoning District to a variety of Residential Zoning Districts with a Planned Development (PD) Overlay District for the entire Project Area. Following a Vineyard Town Council public hearing conducted on December 8, 2005 to receive public comment on the Planning Commission's recommendation, the Town Council, acting in its legislative authority, determined it appropriate to adopt Ordinance 2005-05, such Ordinance being conditioned to take effect upon the signing of this Agreement by the parties hereto. Ordinance 2005-05, such Ordinance being conditioned to take effect upon the signing of the Development Agreement by the parties hereto. Ordinance 2005-05 provides for a variety of Residential Zoning Districts, including a Multiple Residential HDR-2 District, Single-Family Residential Districts R-1-8 and R-1-10, and a Residential Estates District RE-20, with a Planned Development (PD) Overlay District applied to the entire Project

Area, and all Sub-Areas thereof. The Sub-Area Zoning District designations are provided by Exhibit C, attached to the Development Agreement. The development proposed by Anderson Development for the Project Area, in terms of allowed uses, as identified by Section 2, and allowed densities are hereby determined to be consistent with the requirements of the Vineyard Town Zoning Ordinance, as adopted, (hereinafter "Zoning Ordinance"). In the Multiple Residential HDR-2 District, rental units will be allowed as a conditional use.

3. **SECTION 7 – CONFIGURATION OF PROJECT AREA SUB-AREAS of PART D PROJECT AREA PROVISIONS AND REQUIREMENTS** is hereby amended to read as follows:

**SECTION 7 – CONFIGURATION OF PROJECT AREA SUB-AREAS.**

The Town and Anderson Development agree that the Project Area will be most efficiently developed by smaller phases contained within PODs or Sub-Areas (hereinafter referred to as a "Sub-Area" or as "Sub-Areas"), and smaller phases within a Sub-Area (each a "Phase"), and that the a build-out of the Project Area may take several years to complete. To facilitate the efficient build-out of the Project Area, the Town and Anderson Development agree as follows:

1) The Town and Anderson Development acknowledge and agree that, subject to Section 1 of this Agreement, the basic "back-bone improvements" for the Project Area have been previously completed and accepted by the Town. Anderson Development may hereafter commence the development of individual Sub-Areas or phases within Sub-Areas.

2) Exhibit B herein, identifies eleven (11) Sub-Areas within the Project Area. Both the Town and Anderson Development anticipate that the exact size and dimensions of each Sub-Area will be subject to changes and revisions as more detailed surveying, and other information, becomes available. The Town agrees to accept, process and approve applications for the development of smaller areas or Phases within each of the various Sub-Areas depicted on Exhibit B, provided that each such Phase of a Sub-Area shall have adequate infrastructure and shall otherwise comply with the Town's subdivision ordinance.

3) All requirements herein relating to the development of roadways, open space, trails, parks, buffer areas, streetscaping, street lighting, utility systems, storm drainage, ground water or land drains, and other related system improvements or project improvements that are not part of the "back bone improvements" (described in Section 7(1) above) and that are required by this Agreement for the development of any particular Phase or Sub-Area shall be constructed or installed as each Phase or Sub-Area is developed. After bonding or providing other adequate financial assurances to the Town, building permits may be issued for the construction of single family or multi-family residences (as applicable) within any particular Phase prior to the completion and dedication of such system improvements and project improvements, provided that the necessary system improvements and project improvements required for the applicable Phase must be completed prior to the issuance of an occupancy permit for residential properties within that Phase.

4) Each Land Use Application for a Sub-Area shall be prepared and submitted by Anderson Development (or its successor) and shall include:

- a) The size and dimensions of each Sub-Area.

b) The number, size and dimensions of each proposed lot, or the footprint of each proposed multifamily structure with the number of units proposed to be constructed, as applicable.

c) Infrastructure and public facility designs, including but not limited to streetscape plans, park, open space and trail improvement plans, fencing plans, and Project Area and all Sub-Area entry features (as applicable), consistent with the terms of this Agreement.

d) Proposed Covenants, Conditions and Restrictions, including architectural guidelines and minimum square footage requirements for all structures (the "CC&Rs"), for the Sub-Area, consistent with the terms of this Agreement.

5) Each Land Use Application shall be subject to review and approval by the Town (subject to the Town's subdivision ordinance).

6) For the purposes of sale, assignment, or other transfer of property located with the Project Area, Anderson Development may obtain approval of a Project Area partition map that creates the final size and dimension of all Sub-Areas but does not create any development rights for any separate individual lots or parcels. The provision of necessary infrastructure, facilities, and services for any particular Sub-Area, as required by the Town's land use ordinances, and this Agreement, for the creation of buildable lots and parcels, and to achieve the use and density rights provided herein, shall be identified at the time a Land Use Application is approved for the creation of such buildable lots and parcels. Such improvements shall be approved and installed in connection with the development of each Sub-Area as provided in this Agreement.

7) The total maximum base residential dwelling units available to Sub-Areas #1 shall be 288 units, as a HDR-2 Zone. The total maximum base residential dwelling units available in Sub-Areas #2, 3, 4, 6, 7, 8, 9, 10 and 11 (as shown on Exhibit B) shall be 822 housing units, which includes an additional increase of up to 10% (75 additional housing units), which additional density shall be subject further to Town Engineer's review of the infrastructure capacity.

8) A transfer of residential dwelling units, from one Sub-Area to another is allowed provided both Sub-Areas are located in the same Zoning District. Residential dwelling units shall not, without approval of the Town, be transferred from one Sub-Area to another Sub-Area, located within a different Zoning District.

4. **SECTION 12 – CULINARY WATER of PART E INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 12 – CULINARY WATER.**

1) The Town agrees as follows:

a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the culinary water facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer.

b) To comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

c) The Town accepts the dedication of all culinary water facilities previously installed by Anderson Development and further agrees to maintain all culinary water facilities located in any publicly dedicated rights-of-way or other public areas within the Project Area, to standards established by the Town and this Agreement.

d) To proceed to design, install and maintain culinary water facilities necessary to extend the existing culinary water line installed by Anderson Development from its current end point in the proposed Center Street/Gammon Road right of way in an easterly direction for connection with Orem City culinary water facilities located outside the Project Area at the sole cost of the Town or to the Town Redevelopment Agency, and in compliance with all requirements of the Town for such improvements. The proposed Center Street/Gammon Road utility easement is legally described on Exhibit T attached hereto.

e) To adopt, and to regularly update and maintain, a Culinary Water Impact Fee for the timely provision of required culinary water system improvements.

f) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) Anderson Development agrees as follows:

a) Culinary Water Facilities – Project Improvements. Anderson Development has designed and installed all culinary water project improvements necessary to provide backbone culinary water facilities and service to all existing Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements of the Town for such improvements. The Town has previously accepted these completed culinary water improvements.

b) Culinary Water Facilities – System Improvements. Anderson Development has previously designed and installed all culinary water system improvements necessary to provide backbone culinary water facilities and service to all existing Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements. Subject to the obligations of the Town, as described in Section 12(1)(d) herein, Anderson Development agrees to design and install all culinary water system improvements necessary to provide culinary water facilities and service for future development of Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements in effect at the time a Land Use Application for a particular Sub-Area is determined complete. There shall be no requirement, however, for Anderson Development to construct a water storage facility, as originally contemplated by the Development Agreement, it being understood that development within the Project Area can proceed with the payment of Culinary Water Impact Fees and Culinary Water Connection Fees for each individual lot or unit.

c) To comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.

d) Culinary Water Impact Fees and Connection Fees. Anderson Development agrees to be subject to the payment of Culinary Water Impact Fees and Culinary Water Connection Fees, in effect and applicable to other development activity within the Town, and payable at the time required by Town ordinances.

e) Culinary Water Easements. Anderson Development agrees to grant to the Town, or other culinary water service provider deemed appropriate by the Town, all easements and dedications necessary for the construction, installation, operation, and maintenance of all required culinary water facilities, which easements shall be granted concurrently with the execution of this Agreement.

5. **SECTION 13 – SANITARY SEWER of PART E INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 13 – SANITARY SEWER.**

1) The Town agrees as follows:

a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the sanitary sewer facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the previous construction of such backbone facilities by Anderson Development has been previously accepted by the Town.

b) To comply with all applicable local, state and federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls.

c) The Town has previously accepted the dedication of, and has agreed to maintain all sanitary sewer facilities, determined to be system improvements, as being substantially completed and installed to standards established by the Town and this Agreement. The Town and Anderson Development further acknowledge that the backbone sanitary sewer facilities have been connected to the facilities of the Timpanogos Special Service District located northwest of the Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC property.

d) To proceed to design, install, connect and maintain: (i) sanitary sewer facilities necessary to extend the existing sanitary sewer line installed by Anderson Development from its current end point in the proposed Center Street/Gammon Road right of way in an easterly direction for connection with property owned by Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC located outside the Project Area; and (ii) Lift Station No. 2 located on the Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC property. Such design and installation shall be at the sole cost of the Town or the Town Redevelopment Agency, and in compliance with all requirements of the Town for such improvements. The proposed Center Street/Gammon Road utility easement is legally described on Exhibit T attached hereto.

e) To adopt, and to regularly update and maintain, a Sanitary Sewer Impact Fee for the timely provision of required sanitary sewer system improvements.

f) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) Anderson Development voluntarily agrees as follows:

a) Sanitary Sewer Facilities – Project Improvements. Anderson Development has previously designed and installed certain backbone sanitary sewer project improvements necessary to provide sanitary sewer facilities and service to all Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all

requirements of the Town for such improvements. These sewer improvements have been previously accepted as complete by the Town.

b) **Sanitary Sewer Facilities – System Improvements.** Subject to the obligations of the Town, as described in Section 13(1)(e) herein, Anderson Development agrees to design and install all sanitary sewer system improvements necessary to provide sanitary sewer facilities and service for the future development of Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements in effect at the time a Land Use Application for a particular Sub-Area is determined complete.

c) To comply with all applicable local, state and federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls.

d) **Sanitary Sewer Impact Fees and Connection Fees.** To be subject to the payment of Sanitary Sewer Impact Fees and Sanitary Sewer Connection Fees for each individual lot or unit, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.

e) **Sanitary Sewer Easements.** To grant or cause to be granted to the Town, or other sanitary sewer service provider deemed appropriate by the Town, all easements and dedications necessary for the construction, installation, operation, and maintenance of all required sanitary sewer facilities, which easements shall be granted concurrently with the execution of this Agreement. A map depicting the required easements for the sanitary sewer lines, together with the legal descriptions for such easements, is attached hereto as Exhibit U.

f) **Sanitary Sewer Lift Stations.** To provide the necessary sanitary sewer service to the Project Area, and all Sub-Areas thereof, Anderson Development has installed Sewer Lift Station No. 1, as shown on Exhibit D. There shall be no requirement for Anderson Development to construct Sewer Lift Station No. 2, as originally contemplated by the Development Agreement, it being understood that development within the Project Area can proceed with the payment of Sanitary Sewer Impact Fees and Sanitary Sewer Connection Fees for each individual lot or unit.

**6. SECTION 14 – STORM DRAINAGE of PART E INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 14 – STORM DRAINAGE.**

1) The Town agrees as follows:

a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the storm drainage facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 14(2) herein.

b) To comply with all applicable local, state and federal laws, rules and regulations for storm drainage facilities, services, quality standards and controls.

c) The Town accepts the dedication of backbone storm drain facilities previously installed by Anderson Development and agrees to maintain all storm drain facilities (which are

now determined to be system improvements), within the Project Area according to standards established by the Town and this Agreement.

d) To adopt, and to regularly update and maintain, a Storm Drainage Impact Fee for the timely provision of required storm drainage system improvements.

e) To accept the dedication and to maintain all storm water detention areas, of a minimum size of one-half (½) acre, upon their substantial completion and installation to standards required by the Town Engineer, and required to provide storm water drainage to the Project Area, and all Sub-Areas thereof.

f) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) Anderson Development voluntarily agrees as follows:

a) Storm Drain Facilities – Project Improvements. Anderson Development has designed and installed all storm drain project improvements necessary to provide storm drain facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, at no cost to the Town, and in compliance with all requirements of the Town for such improvements.

b) Storm Drain Facilities – System Improvements. Anderson Development has designed and installed all storm drain system improvements necessary to provide storm drain facilities and service for the future development of Sub-Areas within the Project Area, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements.

c) To comply with all applicable local, state and federal laws, rules and regulations for storm drainage facilities, services, quality standards and controls.

d) Storm Drain Impact Fees and Connection Fees. To be subject to the payment of Storm Drain Impact Fees and Storm Drain Connection Fees for each individual lot or unit, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.

e) Storm Drain Facility Easements. To grant or cause to be granted to the Town, or Utah County, as applicable, all easements and dedications necessary for the construction, installation, operation, and maintenance of all required storm drain facilities at the time a land use application for a particular Sub-Area is determined complete.

f) Storm Water Detention Areas. To provide the necessary flood control and storm water drainage service to the Project Area, and all Sub-Areas thereof, Anderson Development may be required to install additional storm water detention improvements and areas. Some of these areas may also serve as a park or open space area. Anderson Development further agrees to construct all storm water detention improvements and areas to standards required by the Town Engineer, as provided by Section 14(1)(f) herein.

g) On execution of this Agreement, Anderson Development shall dedicate to the Town all storm water facilities (both project improvements and system improvements) by special warranty deed, as provided in Section 16(2)(g) herein.



7. **SECTION 15 – GROUND WATER DRAINS (LAND DRAINS) of PART E INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 15 – GROUND WATER DRAINS (LAND DRAINS).**

1) The Town agrees as follows:

a) To allow a ground water drainage system (hereinafter “land drain system”), provided by Anderson Development, for the Project Area, and all Sub-Areas thereof, and for any separate lot, located within the Project Area.

b) The Town accepts the dedication of all ground water and land drains previously installed by Anderson Development and further agrees to maintain all land drain system facilities, located in any publicly dedicated rights-of-way or other public areas, within the Project Area according to standards established by the Town and this Agreement.

c) As provided by Section 1613 of the Zoning Ordinance, the Town accepts no responsibility for any property damage cause by the ground water flooding of any basement.

d) If a portion of the Town is provided with a land drain system, the Town agrees to consider establishing a maintenance area or maintenance district, whichever is most applicable, for the operation and maintenance of the land drain system, as may be provided by Anderson Development.

e) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) As certain locations of the Project Area, or Sub-Areas thereof, may be subject to high ground water levels, and as Anderson Development is contemplating the installation of basements within the Project Area, Sub-Areas thereof, and for separate lots, Anderson Development voluntarily agrees as follows:

a) To investigate the high ground water level, as required by reasonable standards provided by the Town Engineer, the advisability of basements within any Sub-Area.

b) For each Sub-Area, and for each separate lot where basements will be provided, to employ reasonable management practices, and to install land drain system facilities determined necessary by the Town Engineer to avoid the realistic risk of basement flooding caused by high ground water.

c) To include a notation, provided by the Town, on all final plats and property titles identifying that the Town accepts no responsibility for any property damage cause by ground water flooding.

d) To provide materials and construction required for the future installation of other land drain system facilities. Anderson Development agrees that any portion of a land drain system located on private property shall remain the responsibility of Anderson Development, or the subsequent owner, for continued operation and maintenance.

e) To cooperate with the Town to establish a maintenance area or maintenance district, whichever is most applicable, for the operation and maintenance of the land drain system, as may be provided by Anderson Development.

f) Anderson Development has designed and installed all land drain improvements necessary to provide land drain facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town, and in compliance with all requirements of the Town. On execution of this Agreement, Anderson Development shall dedicate to the Town all land drain facilities by special warranty deed, as provided in Section 16(2)(g) herein.

8. **SECTION 16 – TRANSPORTATION AND CIRCULATION FACILITIES** of **PART E INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 16 – TRANSPORTATION AND CIRCULATION FACILITIES.**

1) The Town agrees as follows:

a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide transportation and circulation facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities within Sub-Areas being the sole obligation of Anderson Development, as provided by Section 16(2) herein.

b) To comply with all applicable local, state and federal laws, rules and regulations for transportation and circulation facilities, services, quality standards and controls.

c) Major Streets Plan. Exhibit D identifies as a central Project Plan design element, a system of boulevard and parkway streets, and incorporating roundabouts, and street improvements and enhancements, identified by Exhibits D and Exhibits H-1, H-2, H-3, H-4 and H-5 herein. The Town accepts the Major Streets Plan, including the general location of boulevard and parkway streets as identified by Exhibit D herein and as currently constructed. The Town further agrees that the final location of all local streets shall be determined at the time of Land Use Application approval for a particular Sub-Area.

d) The Town agrees and accepts the street design and enhancement plans, including the design of boulevard, parkway, local streets, roundabouts, and Vineyard Road, as provided by Exhibits H-1, H-2, H-3, H-4 and H-5 herein, as the minimum design standard for all boulevard, parkway, local streets roundabouts, and Vineyard Road, located within, or adjacent to, the Project Area.

e) The Town acknowledges that it has accepted the dedication of the backbone transportation facilities previously installed by Anderson Development as evidenced by the Homesteads Roadway Dedication (West) recorded September 20, 2007, as Entry No. 12492:2007 in the official records of Utah County, Utah. The Town further agrees to maintain all such transportation and circulation facilities, within the Project Area according to standards established by the Town and this Agreement.

f) Center Street/Gammon Road Connection. The Town agrees and understands, as provided by Section 16(2)(e) herein, that Anderson Development will provide all necessary

dedications, including those dedications located outside the Project Area from Anderson Geneva LLC and Ice Castle Retirement Fund, LLC, as determined necessary by the Town, to provide a grade-separated vehicular and pedestrian rail crossing and street connection between Center Street and Gammon Road for vehicular and pedestrian use. The Town, at its cost or at the cost of the Town Redevelopment Agency or other governmental agency, may design and construct such roadway and a grade-separated vehicular and pedestrian rail crossing and related roadways. Anderson Development shall have no obligation to design or construct a future grade-separated vehicular and pedestrian rail crossing and related roadways, it being understood that the transportation dedications described in this Agreement satisfy the obligations of Anderson Development under this Agreement and any corresponding Reimbursement Agreement with respect to the design and construction of the grade separated rail crossing and related roadways.

g) 400 North At-Grade Crossing. The Town agrees and understands, as provided by Section 16(2)(e) herein, that Anderson Development will provide all necessary dedications, including those dedications located outside the Project Area, from Anderson Geneva, LLC and Ice Castle Retirement Fund, LLC, as determined necessary by the Town, to provide an at-grade rail crossing at 400 North Street for vehicular use. The Town, at its cost or at the cost of the Town Redevelopment Agency or other governmental agency, may design and construct such at-grade rail crossing and related roadways. Anderson Development shall have no obligation to construct a future at-grade rail crossing and related roadways, it being understood that the transportation dedications described in this Agreement satisfy the obligations of Anderson Development under this Agreement and any corresponding Reimbursement Agreement with respect to the design and construction of the at-grade rail crossing and related roadways.

h) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein.

2) Anderson Development voluntarily agrees as follows:

a) Transportation and Circulation Facilities--To design and install all future required internal transportation and circulation facilities improvements located within the Project Area, and necessary to provide transportation and circulation services to all Sub-Areas within the Project Area, as identified by Exhibit D and Exhibits H-1, H-2, H-3, H-4 and H-5 herein, at no cost to the Town. The Town, however, shall complete the Center Street/Gammon Road connection East from the proposed entrance into Sub-Area #1.

b) To construct, at no cost to the Town the remaining interior Sub-Area streets, as provided by Exhibits, H-1, H-2, H-3, H-4 and H-5 herein, as the minimum standard for the design of all interior and local streets located within, or adjacent to, the Project Area, other than the Center Street/Gammon Road connection East from the proposed entrance into Sub-Area #1 which shall the obligation of the Town.

c) To provide street Improvements and streetscape designs, as identified by Exhibits H-1, H-2, H-3, H-4 and H-5 herein, for boulevard, parkway, local streets, roundabouts, and Vineyard Road, subject to final review and approval by the Design Review Committee, as provided by Section 7 herein.

d) To comply with all applicable local, state and federal laws, rules and regulations for transportation and circulation facilities, services, quality standards and controls.

e) Center Street/Gammon Road Connection and 400 North At-Grade Rail Crossing. The connection of Center Street to Gammon Road and the 400 North at-grade rail crossing are vital transportation connections, necessary not only for traffic circulation and movement but also for the protection of the health and safety of Town residents. Anderson Development agrees to obtain and provide to the Town all necessary dedications, including those dedications located outside the Project Area owned by Anderson Geneva LLC and Ice Castle Retirement Fund, LLC, as determined necessary by the Town, to provide the connection of Center Street and Gammon Road, the separated vehicular and pedestrian rail crossing, and the 400 North at-grade rail crossing, and related roadways. There shall be no requirement for Anderson Development to construct the Center Street/Gammon Road connection, the separated vehicular and pedestrian rail crossing, or the 400 North at-grade rail crossing, and related roadways, as originally contemplated by the Development Agreement, it being understood that dedication of the necessary rights-of-way or easements for such public transportation facilities satisfies Anderson Development's obligations with respect to such facilities.

f) Anderson Development, in partnership with adjoining land owners, or acting alone, agrees to construct all interior or local streets within each Sub-Area, other than the Center Street/Gammon Road connection.

g) On execution of this Agreement, Anderson Development shall convey to the Town by special warranty deed the previously dedicated backbone transportation and circulation facilities, and shall dedicate to the Town all associated utilities, culinary water facilities, sewer facilities, and storm water and land drain facilities.

9. **SECTION 17 – PUBLIC SAFETY FACILITIES AND POLICE AND FIRE PROTECTION** of PART E **INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 17 -- PUBLIC SAFETY FACILITIES AND POLICE AND FIRE PROTECTION.**

1) The Town agrees as follows:

a) To provide to the Project Area, and all Sub-Areas thereof, public safety facilities and police and fire protection services at a level of service required by law, subject to the obligations of Anderson Development as set forth herein.

b) To comply with all applicable local, state, and federal laws, rules and regulations for public safety facilities and police and fire protection services.

c) To accept from Anderson Development as the site for a future public safety facility the conveyance of the approximately 2.36 acre parcel located within the Project Area (the "Public Safety Facility Site"). The location of the Public Safety Facility Site is identified on Exhibit D hereto, and is legally described on Exhibit V hereto. The Town agrees and understands, as provided by Section 17(2)(a) herein, that Anderson Development will convey to the Town the Public Safety Facility Site. The Town, at its cost or at the cost of the Town Redevelopment Agency or other governmental agency, may design and construct the Public Safety Facility. Anderson Development shall have no obligation to construct the Public Safety Facility, it being understood that the conveyance of the Public Safety Facility Site, as described in this Agreement, satisfies the obligations of Anderson Development under this Agreement and any corresponding Reimbursement Agreement with respect to the design and construction of the Public Safety Facility.

d) To adopt, and to regularly update and maintain, a Public Safety Impact Fee for the timely provision of required public safety system improvements.

2) Anderson Development voluntarily agrees as follows:

a) On execution of this Agreement to convey to the Town, at no cost to the Town, by special warranty deed the Public Safety Facility Site. Anderson Development shall retain all allowed densities provided to the Project Area, as identified by Section 5, herein, and as contemplated by Section 11 herein

b) Public Safety Impact Fees. Anderson Development agrees to be subject to the payment of Public Safety Impact Fees, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.

c) Public Safety Facility. There shall be no requirement for Anderson Development to construct the Public Safety Facility, as originally contemplated by the Development Agreement, it being understood that conveyance of the Public Safety Facility Site to the Town satisfies Anderson Development's obligations with respect to the Public Safety Facility.

10. **SECTION 18 – PARKS, OPEN SPACES, TRAILS, AND BUFFER AREAS** of **PART E INFRASTRUCTURE, FACILITIES AND SERVICES** is hereby amended to read as follows:

**SECTION 18 – PARKS, OPEN SPACES, TRAILS AND BUFFER AREAS.**

1) The Town agrees as follows:

a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the parks, open spaces, trails and buffer areas to the Project Area, and all Sub-Areas thereof, as identified by Exhibit E and Exhibit F herein, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 18(2) herein.

b) To accept the dedication and to maintain all parks, open spaces, trails and buffer areas, as identified by Exhibit E and Exhibit F herein, upon their substantial completion and installation to standards established by the Town and this Agreement, and to provide water connections sufficient to maintain and operate all parks, open spaces, trails and buffer areas.

c) To accept from Anderson Development as permanent open space areas required by Section 18(2)(1) below, conveyance of the land described on Exhibit W hereto, which consists of approximately 21.18 acres (the "Wetlands Conveyance Parcel"). The location of the Wetlands Conveyance Parcel is shown on Exhibit D hereto. Such conveyance shall be in partial satisfaction of the total acreage requirement for parks, open spaces, trails and buffer areas required by Section 18(2)(1).

d) To adopt, and to regularly update and maintain, a Parks, Open Space, and Recreational Facilities Impact Fee for the timely provision of required parks, open spaces, and recreational facilities system improvements.

e) To accept applications for and to permit the orderly development of the Project Area on a Sub-Area basis, as provided in Section 7 herein. In connection therewith, the Town

acknowledges that the parks, open spaces, trails and buffer areas specific to a particular Sub-Area do not need to be completed until the occupancy permit for a particular residence in that Sub-Area is issued. In order to ensure the timely completion of and payment for such improvements, the Town agrees to the establishment of an escrow as provided in Section 18(2)(d) below. The Town further agrees to permit the disbursement of amounts in such escrow to pay for the required improvements as the work for such improvements progresses.

f) To re-examine with Anderson Development the approved landscape plan, fencing, and the related installation costs and ongoing maintenance expenses for parks, open spaces, trails, fencing, and buffer areas (as originally approved by the Town) to reduce the ongoing maintenance expenses associated with such improvements.

2) Anderson Development voluntarily agrees as follows:

a) To provide approximately 55.768 acres of parks, open spaces, trails and buffer areas, at locations as generally identified by Exhibits D, E and F hereto. In that regard, at the time of execution of this Agreement, Anderson Development shall convey to the Town, by special warranty deed, the Wetlands Conveyance Parcel. The Town agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined at the time of Land Use Application approval, but at locations as generally identified by Exhibit E and Exhibit F.

b) To provide additional parks, open spaces, and trails necessary to meet the recreational demands of the Project Area, and all Sub-Areas thereof, Anderson agrees to provide useable parks, open spaces, and trails as a condition of Land Use Application approvals for a particular Sub-Area.

c) As contemplated by Section 14(2)(f) herein, Anderson Development may be required, in certain areas, to install storm water detention areas. These areas may also serve as park and open space areas. All such areas shall be dedicated to the Town.

d) Anderson Development agrees to provide as minimum improvements along the main collector roads as per the streetscape design, including necessary sod and tree plantings, irrigation system(s), and streetscape site improvements including curb, gutter, sidewalks, off-street parking areas, and collector fencing as determined necessary by Anderson Development and approved by the Town, as provided in Section 7 herein. The costs for such improvements shall be calculated and allocated to each lot or unit to be constructed in the Sub-Area at the time of recording the final plat for the applicable Phase or Sub-Area. Unless other arrangements are agreed to, the amount allocated to each lot or unit shall be escrowed with an approved escrow agent at the time the final plat is recorded for the applicable lot or unit.

e) Anderson Development agrees to provide as minimum improvements for all trails, a minimum of ten (10) feet all weather trail surface, fencing, landscaping, and off-street parking areas, as determined necessary by Anderson Development and the Town, or other federal, state, or local agency with authority, for all open space areas, subject to final approval by the Town, as provided by Section 7 herein. The costs of such improvements are to be included in the escrow described in Sections 18(1)(e) and 18(2)(d) above.

f) Anderson Development shall apply to the Town for approvals under this Section 18 on a case-by-case basis for each Sub-Area as it develops. Anderson Development and the Town agree that the following items are required as development of the Project Area progresses: (1) approximately 26,328 linear feet of common area right-of-way fencing (this fencing shall not

be concrete wall, nor shall it be vinyl; this fencing shall be consistent between adjoining Sub-Areas); (2) approximately 888,091 square feet of common area right-of-way landscaping; and (3) 55 additional light posts. Anderson Development and the Town agree that the above-listed items may be allocated to and installed on a Sub-Area by Sub-Area basis as agreed at the time the Land Use Application for each Sub-Area is approved. Further, Anderson Development will escrow funds on a pro rata basis to cover the installation costs for these items within or surrounding each applicable Phase or Sub-Area at the time each building permit for construction of a residence or multifamily structure within the applicable Phase or Sub-Area is issued, so that each residence or unit pays its pro rata share of such expenses.

11. **SECTION 20 – LOT SIZE of PART E PROJECT AREA AND BUILDING DESIGN** is hereby amended to read as follows:

**SECTION 20 – LOT SIZE.**

Anderson Development voluntarily agrees to establish the following lot size requirements for individual building lots, established at the time of Land Use Application approval, as follows:

- 1) For lots located in Sub-Areas #2, 3, 4, 6, 7, 8, 9, and 10 lot size shall generally follow the base square footages shown on Exhibit B, the Town shall permit a reduction in size of up to 10% for all such lots.
- 2) For lots in Sub-Area #11, the minimum lot size shown on Exhibit B may be reduced as provided in paragraph 20(1) above, except for lots adjacent to Holdaway Road and/or residences existing on the date of this Agreement must remain at a minimum lot size of 20,000 square feet.

12. **SECTION 21 – MINIMUM RESIDENTIAL DWELLING UNIT SIZE of PART E PROJECT AREA AND BUILDING DESIGN** is hereby amended to read as follows:

**SECTION 21 – MINIMUM RESIDENTIAL DWELLING UNIT SIZE.**

Anderson Development voluntarily agrees to establish minimum residential dwelling unit sizes for all residential dwelling units located within the Project Area, and all Sub-Areas thereof, as follows:

- 1) Residential Units located in a Sub-Area in the Residential Estates (RE-20) Zoning District (Sub-Area 1) , shall provide a minimum net floor area footprint of not less than 1,620 square feet with a total net floor area of not less than 2,250 square feet above grade.
- 2) Residential Units located in a Sub-Area in the Single Family Residential (R-1-10 and R-1-8) Zoning District, but excluding Sub-Area #2, shall meet the following requirements:
  - a) All residential units without a basement shall provide a minimum net floor area of not less than 1,800 square feet above grade with a minimum net floor area footprint of not less than 1,200 square feet..
  - b) All residential units in Sub-Areas 6, 7, 8, 9 and 10 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 1,000 square feet, and a total net floor area of not less than 2,520 square feet.

c) Sixty percent (60%) of all residential units in Sub-Areas 3 and 4 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 1,000 square feet, and a total net floor area of not less than 2,520 square feet.

d) Twenty-five percent (25%) of all residential units in Sub-Areas 3 and 4 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 800 square feet, and a total net floor area of not less than 2,070 square feet.

e) Fifteen percent (15%) of all residential units in Sub-Areas 3 and 4 with a basement shall provide a minimum net floor area of not less than 1,260 square feet above grade, a minimum net floor area footprint of not less than 800 square feet, and a total net floor area of not less than 1,800 square feet.

f) With respect to Sub-Area #5 only, residential units located within that Sub-Area shall provide a minimum net floor area footprint of not less than 1,800 square feet or a total net floor area of not less than 2,500 square feet above grade, exclusive of porches and garages.

3) Residential Units located in a Sub-Area in the Multiple Residential (HDR-2) Zoning District (Sub-Area 1) shall provide a minimum net floor area of not less than 900 square feet (minimum) for all dwelling units. Rental units will be allowed in the Multiple Residential Zoning District as a conditional use.

4) "Net Floor Area" shall be defined by "Floor Area (Net Floor Area)" as contained in the Vineyard Town Zoning Ordinance.

5) Notwithstanding anything to the contrary set forth in the Development Agreement or in Exhibit I, repetition of exterior elevations of dwellings constructed in the Project Area shall be permitted except that no dwelling will be allowed to have the same exterior elevations within three (3) building lots along a street from the nearest dwelling design that matches another.

6) Notwithstanding anything to the contrary set forth in the Development Agreement, the applicability of Exhibit I is hereby clarified with respect to the Project Area to provide that the 40% brick or stone requirement for the exterior of a dwelling shall only be applicable to the front facing elevation of a dwelling and is further clarified to permit the use of both natural and synthetic stone as well as brick on the exterior elevations of a dwelling. Additionally, each dwelling shall incorporate a masonry wainscot return measuring a distance of two (2) to five (5) feet along the sides of a dwelling from the front facing elevation.

13. **SECTION 22 – PROJECT AND BUILDING DESIGN STANDARDS** of **PART E PROJECT AREA AND BUILDING DESIGN** is hereby amended to read as follows:

**SECTION 22 – PROJECT AND BUILDING DESIGN STANDARDS.**

The Town and Anderson Development mutually agree that in order to achieve the quality of development contemplated by this Agreement for the Project Area, and all Sub-Areas thereof, elements of both community design and building design must be considered. The Town desires that the development provided by the Project Plan enhances and promotes an "agricultural-heritage" theme and promotes community values of quality, attractiveness and desirability. Anderson Development desires that the





17. **SECTION 31 – ASSIGNMENT of PART F GENERAL TERMS AND CONDITIONS** is hereby amended to read as follows:

**SECTION 31 – ASSIGNMENT.**

1) With the exception of reimbursements, neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Anderson Development to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the Town, which shall not be unreasonably withheld. Said assignments shall be subject to review by the Town which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The Town shall review and approve, approve with conditions or deny all proposed assignments by Anderson Development to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer, as required by Section 31(2) herein. If the Town takes no action to either approve with conditions or deny a proposed assignment the assignment shall be deemed approved by the Town. If the Town in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Anderson Development shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the Town hereby consents to the assignment by Anderson Development of any or all of its rights under this Agreement to its development lender, America First Federal Credit Union, provided that notice of the assignment is given to the Town of such assignment promptly after the transfer is accomplished.

2) The Project Area, and all Sub-Areas thereof, sold, assigned, or otherwise transferred by Anderson Development to another party, individual or entity shall also include the transfer of certain total base residential dwelling units as allowed within the Project Area, or any Sub-Area thereof. At the time of approval of the assignment to the new owner by the Town, as provided by this Section, Anderson Development shall provide to the Town a notice showing the new ownership, the total number of base residential units being transferred, and the total number of base residential units remaining with other Anderson Development owned Sub-Areas, and any effects of transfer on the Project Plan.

3) The rights of the Town under this Agreement shall not be assigned.

18. **SECTION 39 – TERM OF AGREEMENT of PART F GENERAL TERMS AND CONDITIONS** is hereby amended to read as follows:

**SECTION 39 – TERM OF AGREEMENT.**

This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement Amending And Clarifying The Development Agreement For The Homesteads At Vineyard Located Within The Town Of Vineyard, Utah County, Utah And Including The Homesteads At Vineyard Project Plan, with an option to extend the Agreement for an additional ten (10) years if the terms of the Agreement have been substantially complied with, unless the Agreement is terminated earlier or its term modified by amendment to this Agreement, as provided herein.

19. **EXHIBITS.**

1) The following Exhibits to the Development Agreement are hereby deleted: G (The Homesteads Major Road and Street Plan), J (Wind Mill Project and Community Entry Feature), K (Sub-Area Entry Features), and O (Streetscape Fencing Detail).

2) The following Exhibits are amended and replaced by Exhibits with the same letter designation and attached hereto: B (Anderson's Distribution of Units), D (Project Area Map), and I (The Homestead Project Architectural Design Requirements)

3) The following new Exhibits are hereby added to the Development Agreement: T (Legal Description of Center Street/Gammon Road Utility Easement), U (Map and Legal Descriptions of Sanitary Sewer Line Easement), V (Legal Description of Public Safety Facility Site), and W (Legal Description of Wetlands Conveyance Parcel).

4) All other Exhibits to the Development Agreement remain in full force and effect.

**[END OF AMENDMENTS]**

Except for the specific provisions of the Development Agreement clarified and amended hereby, the Development Agreement shall remain in full force and effect and shall be applicable to the Parties and the Property. In the case of conflict between the provisions of this Agreement and the Development Agreement, the provisions of this Agreement shall govern in all respects.

[SIGNATURE PAGES FOLLOWS]

Signed and Dated this 11 day of July, 2012.

Town of Vineyard

By: [Signature]  
Randy Farnworth, Mayor

ATTEST

[Signature]

~~Don Wright~~, Town Clerk

Debra Cullimore

Approved as to Form:

[Signature]

David L. Church, Vineyard Town Attorney

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012, by RANDY FARNWORTH, who is the Mayor of THE TOWN OF VINEYARD.

[Signature]  
NOTARY PUBLIC  
Residing at Utah County, Utah

My Commission Expires:

04-29-2015



STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012, by DEBRA CULLIMORE, who is the Town Clerk of THE TOWN OF VINEYARD.

Kelly Marie Borch  
NOTARY PUBLIC  
Residing at Utah County, Utah

My Commission Expires:

04-28-2015



STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2012, by DAVID L. CHURCH, who is the Town Attorney for THE TOWN OF VINEYARD.

Kelly Marie Borch  
NOTARY PUBLIC  
Residing at Utah County, Utah

My Commission Expires:

04-28-2015





Homesteads Acquisitions, LLC

By: \_\_\_\_\_

Title: MGIR

STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) : ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2012, by Gerald D Anderson, who is a manager of HOMESTEADS ACQUISITIONS, LLC.

Allison L Forbush  
NOTARY PUBLIC

2:35pm

Residing at Salt Lake County, Utah

My Commission Expires:

Oct 12, 2014

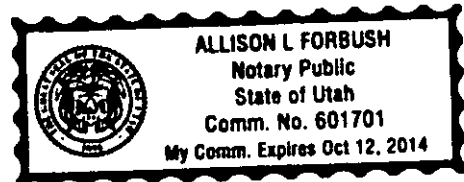








Exhibit B

The Homesteads Project  
Anderson's Distribution of Units

# Anderson's Distribution of Units

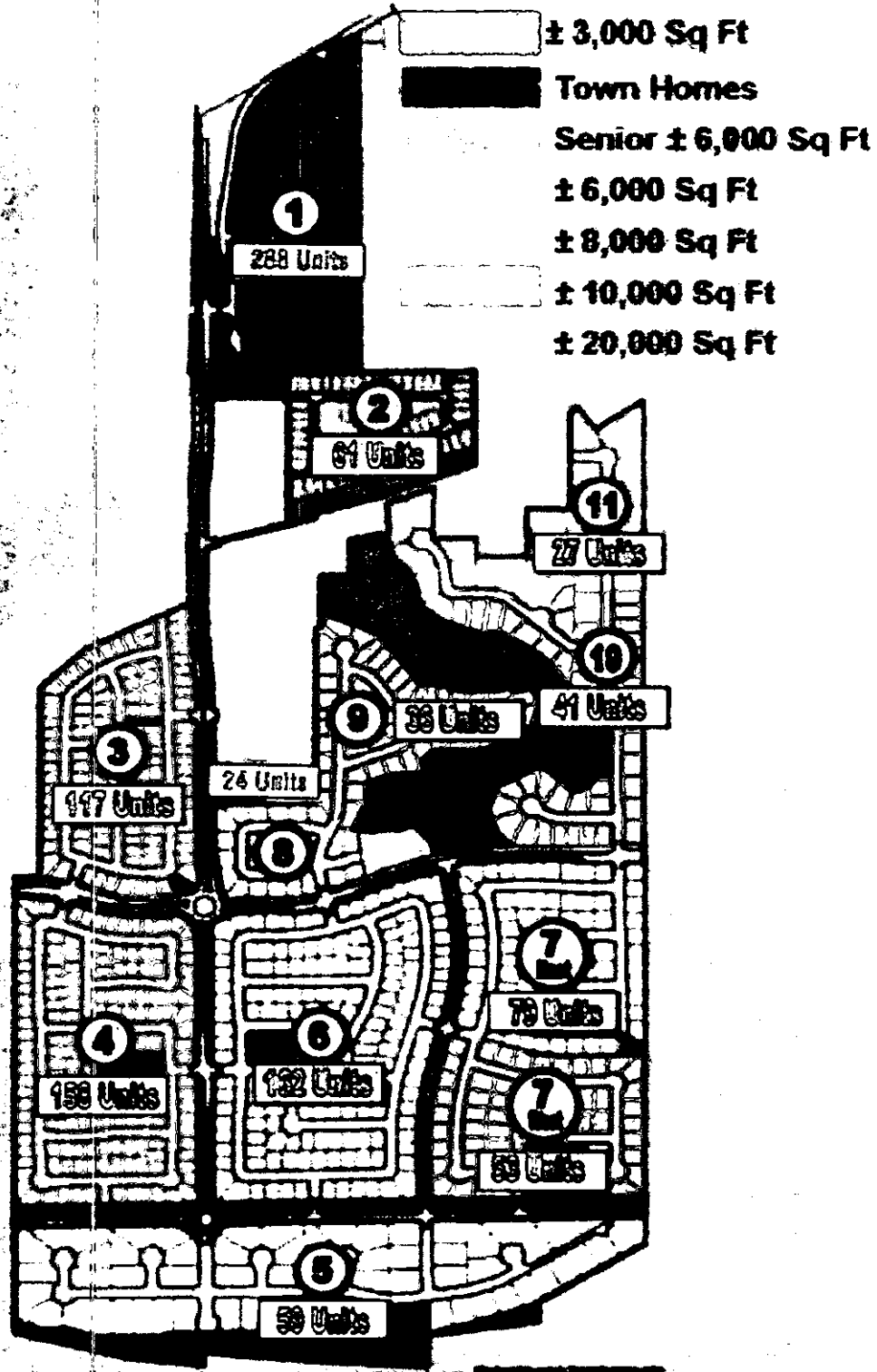


Exhibit D  
Project Area Map



Exhibit I

Homestead Project Architectural Design Requirements

## ARCHITECTURAL DESIGN REQUIREMENTS

As a Project planned community, The Homestead includes architectural requirements to insure that there is a continuity of design in the developed environment. The Homestead Architectural Requirements are intended to foster and promote good design that complements the project goals and overall goals of the Town's General Plan and Land Use Ordinances.

Architectural styles are intended to promote a sense of design continuity throughout a community or neighborhood. Through the widespread use of architectural types, elements and materials, an architectural style visually ties together a community or neighborhood. However, an architectural style is not intended to foster sameness. While an architectural style suggests several features or elements that can be combined to create different homes that complement one another, the combination permits the lot owner to construct a home to personal tastes while complementing surrounding homes in the neighborhood. However, certain architectural styles would distract from the overall objective of The Homesteads and would be prohibited, such as ultra modern, subterranean, all glass structures, or other radical building designs.

The repetition of architectural designs and materials for single family dwellings is discouraged. No repetition of the exterior of any approved dwelling within the RE-20 zone will be permitted. In the R-1-10 zone, near repetitions of dwelling designs will be allowed, but exterior materials and color scheme shall be changed to encourage variety. However, no dwelling will be allowed to have the same exterior elevations within three (3) building lots located along a street from the nearest dwelling design that similarly matches another. Near repetitions of dwelling designs are allowed in the R-1-8 zone, however, no dwelling will be allowed to have the same exterior elevations within five (5) building lots located along a street from the nearest dwelling design that similarly matches another.

It is the expressed purpose of these requirements to promote a sense of design continuity between different elements of the community, entry monuments, landscaping, fencing, a variety of single family homes and multi-family homes, while at the same time encouraging individuality. To accomplish these two objectives, the elements of residential design are provided:

- a. Architectural Features
- b. Architectural Materials
- c. Architectural Hardware

All architectural designs for buildings are subject to a review and approval by the Design Review Committee.

### 1. Architectural Features

#### a. Forms and Massing

One-story and two-story homes are permitted, but are restricted to provide a minimum of ground floor space as provided within the Development Agreement as required by each Zoning District, exclusive of a garage, porch, balcony, patio, or deck and subject to zone designation.

Front elevations shall contain at least one alternating form found along different planes to create shadows including multiple vertical and horizontal breaks. The front elevation forms shall include features such as at least one exposed gable perpendicular to the street.

**b. Rooflines and Pitch**

Front elevations shall contain a minimum of two rooflines designed at different heights. The majority of roof pitch elements should be a minimum of 6:12. Long continuous rooflines parallel to the street should not be permitted. Eaves and overhangs shall be large enough to create noticeable shadows, approximately 12 inches to 18 inches in size. Two story front elevations divided by a first story partial roof or similar feature are encouraged.

**c. Design Elements**

All buildings shall incorporate an agricultural heritage architectural theme and provide varying design elements that may include cornices, pop-outs, boxed window openings, covered walkways, verandahs, porches, trellises and other design features to add visual interest, attractiveness, and avoid repetition of building styles and designs.

**d. Entries**

Entries and front door areas shall be readily distinguishable from the street. Wood or wood-like trim shall be used around front entry doors. Similar size stucco reveals can be used in lieu of. Accent windows may be over front entry areas to highlight the area.

**e. Windows**

Windows shall be used to divide large surface areas. Front elevation windows may incorporate simulated multiple pane designs. One or more of the additional wood or wood-like window elements such as a header accent trim, pot shelves and/or shutters are encouraged to be used on the front elevation. Windows should not be highly reflective. Bay windows, particularly on first floor windows, and other accent windows are highly encouraged.

**f. Garages**

Two car enclosed garages are required. Garages are encouraged to be located on the side or rear of the house if possible. If facing the street, the design and materials used should be complementary to the structure. Sectional garage door design shall complement the architectural style of the house. For three car garages, the front of the third garage space shall be on a different plane of a minimum 3' offset of the main garage entrance. Sectional garage doors with windows are encouraged.



**g. Lighting**

Wall mounted or recessed ceiling house lighting shall be used to highlight entry elements. All home lighting shall be adequately shielded to not directly shine on an adjacent property or street. Yard lighting is encouraged to highlight driveways and walkways.

**h. Fencing**

The fencing materials along the perimeters of the open spaces, if applicable, shall be black wrought iron, black coated chain link, or as determined by the Design Review Committee to enhance the natural environment of the open space.

Other fencing materials such as wrought iron, brick, masonry, or wood may be used to separate individual building lots; but solid white vinyl, chain link, or other wire fencing is prohibited. All fences should be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.

**i. Front Yard Landscaping**

The home builder shall establish a program by which the front yard landscaping, including an automatic irrigation system shall be installed within nine months of occupancy. Front yard landscaping shall include a mixture of turf, groundcovers, shrubs or trees.

Street trees planted shall be from the list of approved trees. The developer shall be responsible for ensuring that the street tree assigned to the specific neighborhood is planted. Lots less than 60 feet in width shall have two (2) street trees planted in the park strip. Lots greater than 60 feet shall have one (1) tree for each 30 feet. Where park strip frontages are minimal such as on cul-de-sacs, required street trees may be a smaller type of the same or similar tree to the trees required along the same street. The developer is required to provide a bond for two (2) years for park strip trees. If a tree dies after the guarantee period, it shall be the homeowner's responsibility to replace the tree with the same type and caliper of tree originally planted.

**2. Architectural Materials****a. Exterior Materials and Finish**

The exterior construction of a dwelling should generally consist of natural materials that blend and are compatible with the surrounding area. Colors shall be grays, browns, greens, tans, and other similar earth tones. The exterior construction materials will be a required minimum of 40% of brick or stone on the front. No aluminum or vinyl siding will be allowed. A consistent level of detail and finish on all sides of buildings shall be provided.

**3. Architectural Hardware**

**a. Air Conditioning Units and Evaporative Coolers**

Air conditioning units and evaporative coolers, if placed on the roof, shall be out of view from the street in front of the home. Window air conditioning or evaporative cooler units are not permitted. Ground level air conditioning units shall be outside of the front yard.

**b. Antennas and Satellite Dishes**

Antennas and small satellite dishes should be placed out of view from the street. Large ground mounted satellite dishes are not permitted.

Exhibit T  
Center Street/Gammon Road  
Utility Easement

**Proposed 40' sewer and water easement  
Contains approx 52064 sq ft or 1.19 acres**

A 40 foot wide parcel of land for sewer and waterline easement purposes located in the Northeast Quarter and the Southeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian. The centerline of which is described as follows.

Beginning on the Southwesterly line of grantors property (said point also being on the Northeasterly line of the railroad property, Said point being located North 89°38'03" East along the Center Section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 4201.52 feet and North 21.88 feet;

And running thence North 59°41'19" East 508.87 feet;

Thence South 29°48'45" East 41.90 feet to a point of curvature with a 550.00 foot radius curve to the left;

Thence continuing 577.78 feet along the arc of said curve through a central angle of 60°11'15";

Thence East 173.08 feet more or less to the East line of grantors property and point of ending for this easement.

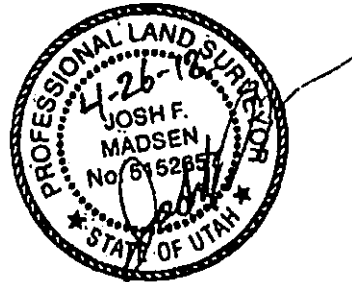


Exhibit U

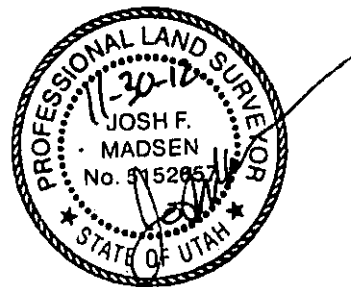
Map and Legal Descriptions of  
Sanitary Sewer Line Easement



“SEWER NORTH FORCE MAIN EASEMENT”  
FOR A SEWER LINE (AND.015.06)  
ANDERSON GENEVA LLC, ICE CASTLE RETIREMENT FUND LLC,

A 20.00 FOOT PERPETUAL SEWER LINE EASEMENT 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, PARALLEL WITH THE BELOW DESCRIBED LINE. SIDE LINES OF SAID EASMENT TO BE SHORTENED OR EXTENDED TO TERMINATE ON THE BOUNDARY LINES OF GRANTORS PROPERTY.

COMMENCING AT A POINT LOCATED SOUTH 89°23'08" WEST 1788.88 FEET ALONG THE SECTION LINE; AND SOUTH 89.03 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. SAID POINT BEING ON THE NORTH LINE OF A COUNTY ROAD KNOWN AS VINEYARD ROAD AND AS RECORDED IN THE UTAH COUNTY RECORDERS OFFICE IN BOOK 128 PAGE 50; THENCE NORTH 21°47'39" WEST 1555.87 FEET; THENCE NORTH 06°57'00" EAST 5651.30 FEET; THENCE NORTH 45°00'00" EAST 92.11 FEET; THENCE NORTH 0°05'44" EAST 120.13 FEET; THENCE NORTH 45°00'14" WEST 91.56 FEET; THENCE NORTH 0°06'33" EAST 679.61 FEET; THENCE NORTH 45°07'30" EAST 68.77 FEET; THENCE SOUTH 89°12'16" EAST 487.08 FEET; THENCE NORTH 48°24'28" EAST 24.39 FEET; THENCE EAST 110.87 FEET MORE OR LESS TO THE EAST LINE OF GRANTORS PROPERTY ALSO BEING THE WEST LINE OF D&RG RAIL ROAD PROPERTY. AND POINT OF TERMINATION OF THIS EASEMENT.



"SEWER NORTH FORCE MAIN EASEMENT"  
FOR A SEWER LINE (AND.015.06)  
ANDERSON GENEVA LLC, ICE CASTLE RETIREMENT FUND LLC,  
PARCEL #17-019-0005

A 20.00 FOOT PERPETUAL SEWER LINE EASEMENT 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, PARALLEL AND PERPENDICULAR TO BELOW DESCRIBED LINE. SIDE LINES OF SAID EASMENT TO BE SHORTENED OR EXTENDED TO TERMINATE ON THE BOUNDARY LINES OF GRANTORS PROPERTY. ALSO A 50.00 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT ALONG THE NORTH AND WEST SIDES OF THE BELOW DESCRIBED LINE.

COMMENCING AT A POINT LOCATED WEST 1578.05 FEET, AND SOUTH 19.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. (BASIS OF BEARING BEING NORTH 89°39'12" EAST BETWEEN THE WEST QUARTER AND THE EAST QUARTER CORNER OF SAID SECTION 5). TO A POINT ON THE EAST EDGE OF THE DENVER & RIO GRANDE RAIL ROAD RIGHT OF WAY; THENCE EAST 63.71 FEET; THENCE NORTH 45°00'00" EAST 38.31 FEET; THENCE NORTH 41.45 FEET; THENCE NORTH 26°07'57" WEST 553.78 FEET; THENCE NORTH 23°05'08" WEST 30.90 MORE OR LESS TO A POINT ON THE SOUTH LINE OF A RAILROAD SPUR; THENCE NORTH 23°05'08" WEST 51.86 FEET TO THE NORTH LINE OF SAID RAILROAD SPUR; THENCE NORTH 23°05'08" WEST 68.08 FEET; THENCE NORTH 13°58'51" WEST 68.64 FEET; THENCE NORTH 7°35'18" WEST 21.36 FEET; THENCE NORTH 2°42'00" WEST 112.42 FEET; THENCE NORTH 0°17'14" EAST 287.56 FEET; THENCE NORTH 0°32'34" EAST 309.63 FEET MORE OR LESS TO THE NORTH LINE OF GRANTORS PROPERTY AND POINT OF TERMINATION. SAID POINT OF TERMINATION BEING LOCATED NORTH 50°41'23 WEST 2340.14 FEET FROM THE WEST QUARTER OF SAID SECTION 5.

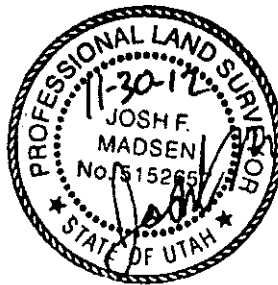




Exhibit V  
Public Safety Facility Site

**CITY FACILITIES PARCEL**

Contains approx 102,905 sq ft or 2.36 acres

A Parcel of land located in the Southwest Quarter of Section 17, and the Southeast Quarter of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian.  
Beginning at a point being located North 89°38'03" East along the Center Section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 205.89 feet and South 815.32 feet and running thence  
South 15°03'58" East for a distance of 78.59 feet;  
Thence South 04°23'21" West for a distance of 61.71 feet;  
Thence South 19°31'29" East for a distance of 74.38 feet;  
Thence South 42°27'22" West for a distance of 108.33 feet;  
Thence South 75°34'03" West for a distance of 83.58 feet to a point on the arc of a 1545.50 foot radius curve to the left;  
Thence continuing 325.62 feet along the arc of said curve through a central angle of 12°04'18" (Chord Bears North 19°01'31" West 325.02 feet);  
Thence North 18°46'44" West for a distance of 108.79 feet to a point on the arc of a 942.50 foot radius curve to the right;  
Thence continuing 94.63 feet along the arc of said curve through a central angle of 05°45'09" (Chord bears North 19°46'00" West 94.59 feet) to a point of curvature of a 15.00 foot radius curve to the right;  
Thence continuing 24.26 feet along the arc of said curve through a central angle of 92°39'26" (Chord Bears North 29°26'18" East 21.70 feet);  
Thence North 75°46'01" East for a distance of 3.00 feet to a point of curvature with a 222.00 foot radius curve to the right;  
Thence continuing 183.02 feet along the arc of said curve through a central angle of 47°14'08" (Chord Bears South 80°36'55" East 177.88 feet) to a point of reverse curvature of a 278.00 foot radius curve to the left;  
Thence continuing 137.68 feet along the arc of said curve through a central angle of 28°22'35" (Chord Bears South 71°11'08" East 136.28 feet);  
Thence South 12°55'46" West a distance of 141.26 feet to the point of beginning;

Exhibit W  
Wetlands Conveyance Parcel

**WETLANDS OPEN SPACE LEGAL DESCRIPTION**

Contains approx 922,617 sq ft or 21.18 acres

A Parcel of land located in the Southwest Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point on a boundary line agreement per document recorded in book 2877 page 891 in the Utah County Recorders Office, Said point also being located North 89°38'03" East along the Center Section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 1368.56 feet and South 572.76 feet;

And running thence

North 89°34'21" East along said boundary line agreement for a distance of 213.98 feet;

Thence South for a distance of 145.10 feet;

Thence South 89°59'58" East for a distance of 197.03 feet;

Thence South 11°17'17" East for a distance of 198.58 feet;

Thence South 88°34'57" West for a distance of 61.66 feet;

Thence South 74°16'55" West for a distance of 20.00 feet;

Thence South 59°56'16" West for a distance of 82.88 feet;

Thence South 31°40'16" West for a distance of 43.92 feet;

Thence South 61°55'29" West for a distance of 118.20 feet;

Thence South 81°18'04" West for a distance of 112.87 feet;

Thence South 36°19'44" West for a distance of 108.05 feet;

Thence South 28°40'29" West for a distance of 171.94 feet;

Thence South for a distance of 150.04 feet;

Thence South 36°25'47" West for a distance of 84.42 feet;

Thence South 22°30'48" West for a distance of 104.78 feet;

Thence South 40°46'24" West for a distance of 100.01 feet;

Thence South 59°56'39" West for a distance of 111.89 feet;

Thence South 50°47'37" West for a distance of 134.13 feet;

Thence South 36°56'50" West for a distance of 65.46 feet;

Thence South for a distance of 86.86 feet;

Thence South 79°46'37" West for a distance of 104.83 feet to a point of curvature with a 272.00 foot radius curve to the right;

Thence 48.45 feet along the arc of said curve through a central angle of 10°12'18", (chord bears South 84°52'46" West for a distance of 48.38 feet)

Thence South 89°58'55" West for a distance of 230.74 feet;

Thence North 00°01'05" West for a distance of 79.38 feet;

Thence North 60°15'39" West for a distance of 55.01 feet;

Thence North 20°36'18" West for a distance of 84.12 feet;

Thence North 43°51'56" East for a distance of 176.26 feet;

Thence North 24°25'36" East for a distance of 19.00 feet;

Thence North 22°27'59" West for a distance of 240.16 feet;

Thence North 70°19'44" West for a distance of 133.25 feet;

Thence South 70°31'53" West for a distance of 122.63 feet;

Thence South 47°26'29" West for a distance of 62.45 feet;

Thence South 39°23'45" West for a distance of 59.28 feet to the Easterly Right of Way line of

Main Street Per the Homesteads Road Dedication plat as recorded in Entry Number

137765:2007 in the Utah County Recorders office, said point also being on the arc of a 2045.50

foot non tangent radius curve to the left, and along said right of way line the following 3 course;

Thence continuing

92.73 feet along the arc of said curve through a central angle of 02°35'51" (chord bears North 03°07'48" West for a distance of 92.72 feet);

Thence North 04°25'44" West for a distance of 81.87 feet to the point of curvature of a 1545.50 foot radius curve to the left;

Thence continuing 230.92 feet along the arc of said curve through a central angle of 08°33'39" (chord bears North 08°42'33" West for a distance of 230.71 feet);

Thence North 75°34'03" East for a distance of 83.58 feet;  
Thence North 42°27'22" East for a distance of 108.33 feet;  
Thence North 19°31'29" West for a distance of 74.38 feet;  
Thence North 04°23'21" East for a distance of 61.71 feet;  
Thence North 15°03'58" West for a distance of 78.59 feet;  
Thence North 12°55'46" East for a distance of 94.05 feet;  
Thence South 66°14'47" East for a distance of 162.30 feet;  
Thence North 89°08'38" East for a distance of 100.19 feet;  
Thence South 27° 59' 54" East for a distance of 27.96 feet;  
Thence South 21°04'56" East for a distance of 97.70 feet;  
Thence South 26°41'26" East for a distance of 110.51 feet;  
Thence South 32°47'29" East for a distance of 102.09 feet;  
Thence South 42°39'38" East for a distance of 54.53 feet;  
Thence South 00°16'54" West for a distance of 122.62 feet;  
Thence South 02°09'55" East for a distance of 90.07 feet;  
Thence South 13°48'21" East for a distance of 114.78 feet;  
Thence South 31°10'49" East for a distance of 160.75 feet;  
Thence South 60°56'09" East for a distance of 88.90 feet;  
Thence North 84°27'33" East for a distance of 105.55 feet;  
Thence North 00°41'06" East for a distance of 405.83 feet;  
Thence North 17°01'14" East for a distance of 105.69 feet;  
Thence North 03°05'40" West for a distance of 60.49 feet;  
Thence North 53°52'49" East for a distance of 177.43 feet;  
Thence North 46°35'31" East for a distance of 200.16 feet;  
Thence North 21°57'57" East a distance of 172.02 feet;  
Thence North 13°19'57" East for a distance of 90.82 feet to the point of beginning.