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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: SRA, DEPUTY - WI 13 P.

When Recorded, Return to:

Wright & Associates LLC (Wright Homes)
6150 S. Redwood Rd. St#100
Taylorsville, UT 84123 27.23.400.061

Affecting Tax Parcel No: 27.23.400.063
27.23.400.063
27.23.400.030
27.23.400.075
27.23.400.011

DEVELOPMENT AGREEMENT

(Osborne/Douglas Farm—700 W 11600 S)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 2 day of Feb., 2015, by and between Wright & Associates LLC, a Utah limited liability company (the "Developer"), and DRAPER CITY, a municipal corporation of the State of Utah (the "City").

RECITALS

- A. Developer represents certain real property located at approximately 700 West 11600 South, Draper, Utah (the "Property"). The Property consists of approximately 36.6 acres of land as more particularly described on Exhibit A attached hereto, and by this reference made a part hereof.
- B. The Property is currently zoned R3, subject to the zoning requirements and restrictions described in Chapter 9-9 of the Draper City Municipal Code.
- C. In order to address public concerns brought to Developer's attention pertaining to permitted uses in the R3 Zone, Developer has addressed and resolve such concerns by entering into this Agreement in conjunction with the City's review and approval of the Proposed Development.
- D. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations has made certain determinations

with respect to the Property, and the Proposed Development and, in the exercise of its legislative discretion, has elected to approve this Agreement.

TERMS AND CONDITIONS

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

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.
2. **Direct and Tangible Benefits to City.**
 - a. **Development of Single Family Homes.** The Proposed Development will consist entirely of up to 75 single-family homes, to be located on the lots depicted on the Preliminary Plat attached hereto as Exhibit B.
 - b. **Density.** Notwithstanding the maximum dwelling unit density per acre in the R3 Zone is 3 dwelling units per acre, that the Proposed Development shall consist of no more than 2.2 dwelling units per acre. The reduction in density will incorporate a restriction of ½ acre lots, or 20,000 square feet, for lots along the North boundary of the Proposed Development (refer to Exhibit B).
 - c. **Minimum Lot Area.** The R3 Zone requires minimum lot areas of 13,000 square feet. To develop an aesthetically pleasing neighborhood design and layout with the proposed housing product, the average lot size of the Proposed Development will be in excess of 14,500 square feet.

d. **Access to Jordan River Parkway.** The Proposed Development will include two public access points to the Jordan River Parkway trail, subject to the bodies having jurisdiction granting access to the trail. The access points will be landscaped, and maintained by the HOA.

e. **Homeowner's Association.** A Homeowner's Association shall be created to govern its internal affairs including, but not limited to, providing maintenance of all common areas.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.

4. **Reserved Legislative Powers.** Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property as provided herein.

5. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. Developer also has the right to add

additional, adjacent properties to this agreement if such properties are granted the same zoning designation. Additional property may be added to this agreement by amendment, executed and approved by the parties hereto.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
8. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Developer: Wright & Associates LLC
Attn: Derek Wright
6150 S. Redwood Rd. St#100
Taylorsville, Utah 84123

City: Draper City
Attn: City Manager
1020 E. Pioneer Road
Draper, Utah 84020

9. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.
10. **Governing Law.** To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.
11. **Entire Agreement.** This Amendment contains the entire understanding of the City and Developer and supersedes all prior understandings relating to the subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

WRIGHT & ASSOCIATES LLC,
a Utah limited liability company

By: 

Name: Derek Wright

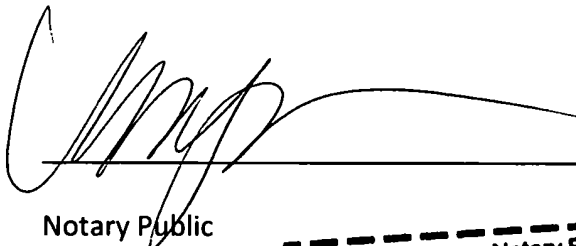
ITS: Manager

STATE OF UTAH)

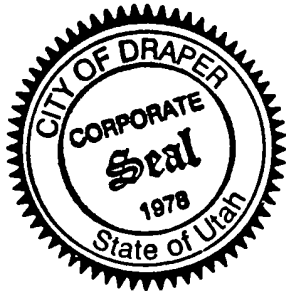
: ss.

COUNTY OF SALT LAKE)

On this 2nd day of February, 2015, personally appeared before me Derek Wright, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the Manager of Wright & Associates LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.


Notary Public





City:

DRAPER CITY

By: _____

Troy K. Walker, Mayor

Attest and Countersign:

City Recorder

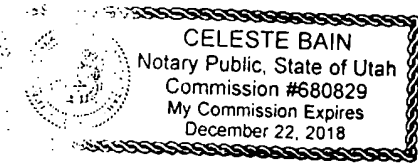
Dated: 2.3.15

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3 day of February, 201~~4~~⁵, by Troy K. Walker, Mayor.



Notary Public

Exhibit A

Fox Meadows – Overall Description

Beginning at the Southeast Corner of Riverview Ranch Subdivision, said point also being South 00°05'05" East 1099.06 feet along the section line from the East Quarter Corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running

thence South 00°05'05" East 551.92 feet along the section line;
thence West 435.82 feet;
thence Southwesterly 12.63 feet along the arc of a 50.00 foot radius curve to the right (center bears North 53°07'48" West and the chord bears South 44°06'26" West 12.60 feet with a central angle of 14°28'29");
thence South 38°39'35" East 14.03 feet;
thence South 100.00 feet;
thence West 13.75 feet;
thence South 91.09 feet;
thence South 88°30'00" East 417.05 feet to the Westerly Right-of-Way Line of 700 West Street;
thence South 00°05'05" East 196.91 feet along the Westerly Right-of-Way Line of said 700 West Street;
thence North 89°17'52" West 1,687.51 feet;
thence North 69°27'17" West 61.86 feet;
thence North 49°28'01" West 133.26 feet;
thence Northeasterly 109.85 feet along the arc of a 1,292.00 foot radius curve to the right (center bears South 89°11'34" East and the chord bears North 03°14'34" East 109.81 feet with a central angle of 04°52'17");
thence North 05°46'17" East 4.72 feet;
thence South 88°30'00" East 106.26 feet;
thence North 05°46'17" East 343.07 feet;
thence North 19°52'45" East 312.89 feet;
thence North 09°03'58" East 243.14 feet to the Southerly Boundary Line of Windsor Mill Subdivision;
thence South 84°45'45" East 1,592.68 feet along the Southerly Boundary Line of Windsor Mill Subdivision and the Southerly Boundary Line of Riverwood Ranch Subdivision to the point of beginning.

Contains 1,682,278 Square Feet or 38.620 Acres

Exhibit B

(Preliminary Plat)



BALY LAKE CITY
 54 W. 1000 S., Ste. 500
 Provo, UT 84604
 Phone: 801.251.0209
 Fax: 801.251.4448

LAYTON
 Phone: 801.547.1100

TODDLE
 Phone: 435.843.3520

CEDAR CITY
 Phone: 435.865.1153

RICHFIELD
 Phone: 435.801.9117
 www.ensigninc.com

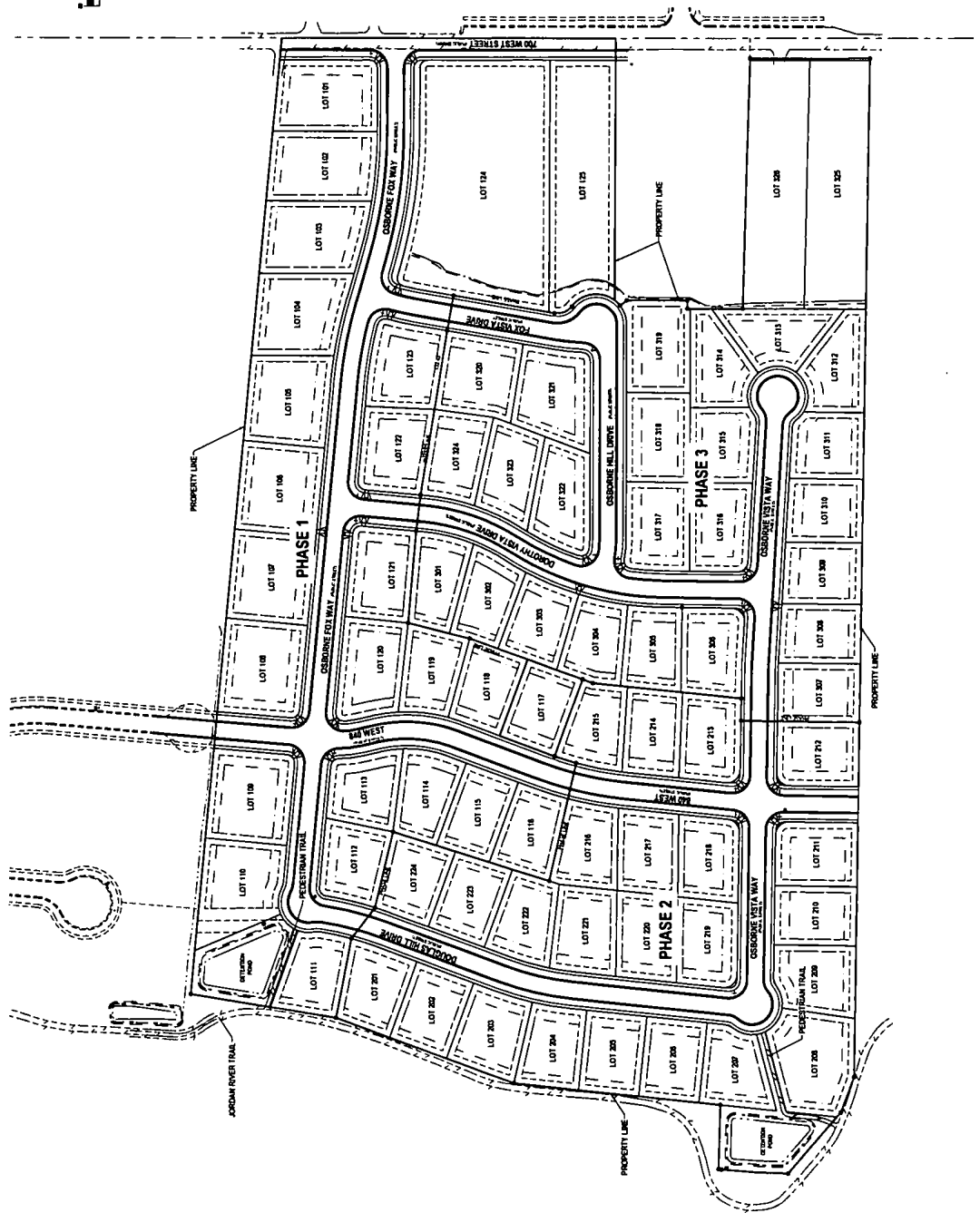
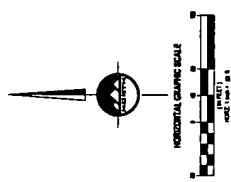
FOX MEADOWS
 11580 SOUTH 700 WEST
 DRAPER, UTAH




OVERALL SITE PLAN

DATE: 11/15/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

C-100

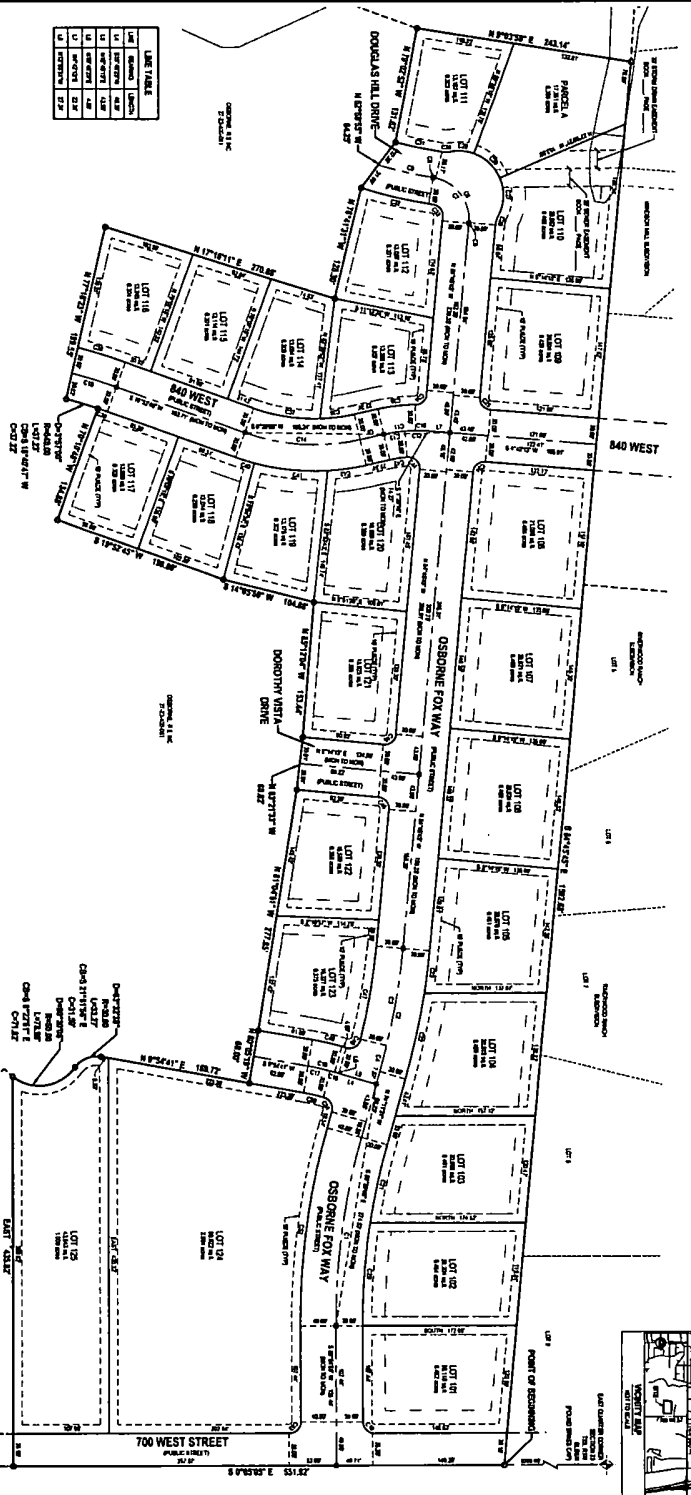


 CALL ALL LOTTERS & BIDDINGS TO THE WEBSITE AT www.bidsandlottery.com FOR CONSTRUCTION OF ANY CONTRACTORS.

BENCHMARKS:
 BENCHMARKS ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL BENCHMARKS.

FOX MEADOWS PHASE 1 SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, AND LANE 6 EAST & 6 SOUTH,
DRAVER COUNTY, ILLINOIS

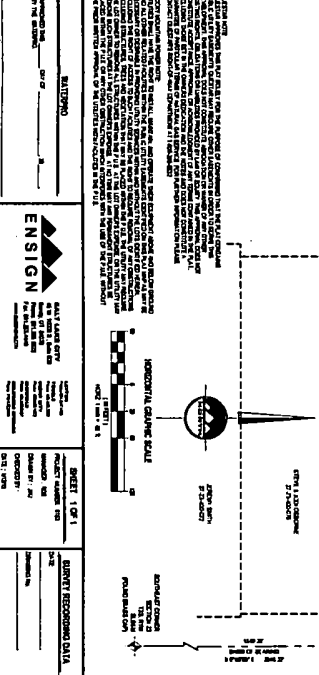


LINE NUMBER	DESCRIPTION
1	840 WEST
2	700 WEST STREET
3	OSBORNE FOXWAY
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6	OSBORNE FOXWAY
7	OSBORNE FOXWAY
8	OSBORNE FOXWAY
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12	OSBORNE FOXWAY
13	OSBORNE FOXWAY
14	OSBORNE FOXWAY

COMPTABLE				COMPTABLE				COMPTABLE			
LINE	NO.	DESCRIPTION	AMOUNT	LINE	NO.	DESCRIPTION	AMOUNT	LINE	NO.	DESCRIPTION	AMOUNT
1	1	840 WEST	100.00	1	1	840 WEST	100.00	1	1	840 WEST	100.00
2	2	700 WEST STREET	200.00	2	2	700 WEST STREET	200.00	2	2	700 WEST STREET	200.00
3	3	OSBORNE FOXWAY	150.00	3	3	OSBORNE FOXWAY	150.00	3	3	OSBORNE FOXWAY	150.00
4	4	OSBORNE FOXWAY	150.00	4	4	OSBORNE FOXWAY	150.00	4	4	OSBORNE FOXWAY	150.00
5	5	OSBORNE FOXWAY	150.00	5	5	OSBORNE FOXWAY	150.00	5	5	OSBORNE FOXWAY	150.00
6	6	OSBORNE FOXWAY	150.00	6	6	OSBORNE FOXWAY	150.00	6	6	OSBORNE FOXWAY	150.00
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LEGEND

- 1. EXTENDED PROPERTY BOUNDARY
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- 14. EXTENDED PROPERTY BOUNDARY



PLANNING DEPARTMENT APPROVAL

CITY ENGINEER APPROVAL

CITY ATTORNEY APPROVAL

PLANNING COMMISSION APPROVAL

CITY COUNCIL APPROVAL

STATE OF ILLINOIS APPROVAL

DEPARTMENT OF REVENUE APPROVAL

DEPARTMENT OF TRANSPORTATION APPROVAL

DEPARTMENT OF LAND ACQUISITION APPROVAL

DEPARTMENT OF ENVIRONMENTAL SERVICES APPROVAL

DEPARTMENT OF PUBLIC WORKS APPROVAL

DEPARTMENT OF COMMUNITY DEVELOPMENT APPROVAL

DEPARTMENT OF ECONOMIC DEVELOPMENT APPROVAL

DEPARTMENT OF HEALTH SERVICES APPROVAL

DEPARTMENT OF SOCIAL SERVICES APPROVAL

DEPARTMENT OF SENIOR SERVICES APPROVAL

DEPARTMENT OF YOUTH SERVICES APPROVAL

DEPARTMENT OF CULTURAL AFFAIRS APPROVAL

DEPARTMENT OF TOURISM APPROVAL

DEPARTMENT OF HISTORIC PRESERVATION APPROVAL

DEPARTMENT OF ARCHITECTURE APPROVAL

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DEPARTMENT OF TOURISM APPROVAL

DEPARTMENT OF HISTORIC PRESERVATION APPROVAL

DEPARTMENT OF ARCHITECTURE APPROVAL

OWNER'S DEDICATION

CONVEYANCE ACKNOWLEDGMENT

UNITED LIABILITY COMPANY ACKNOWLEDGMENT

FOX MEADOWS PHASE 1 SUBDIVISION

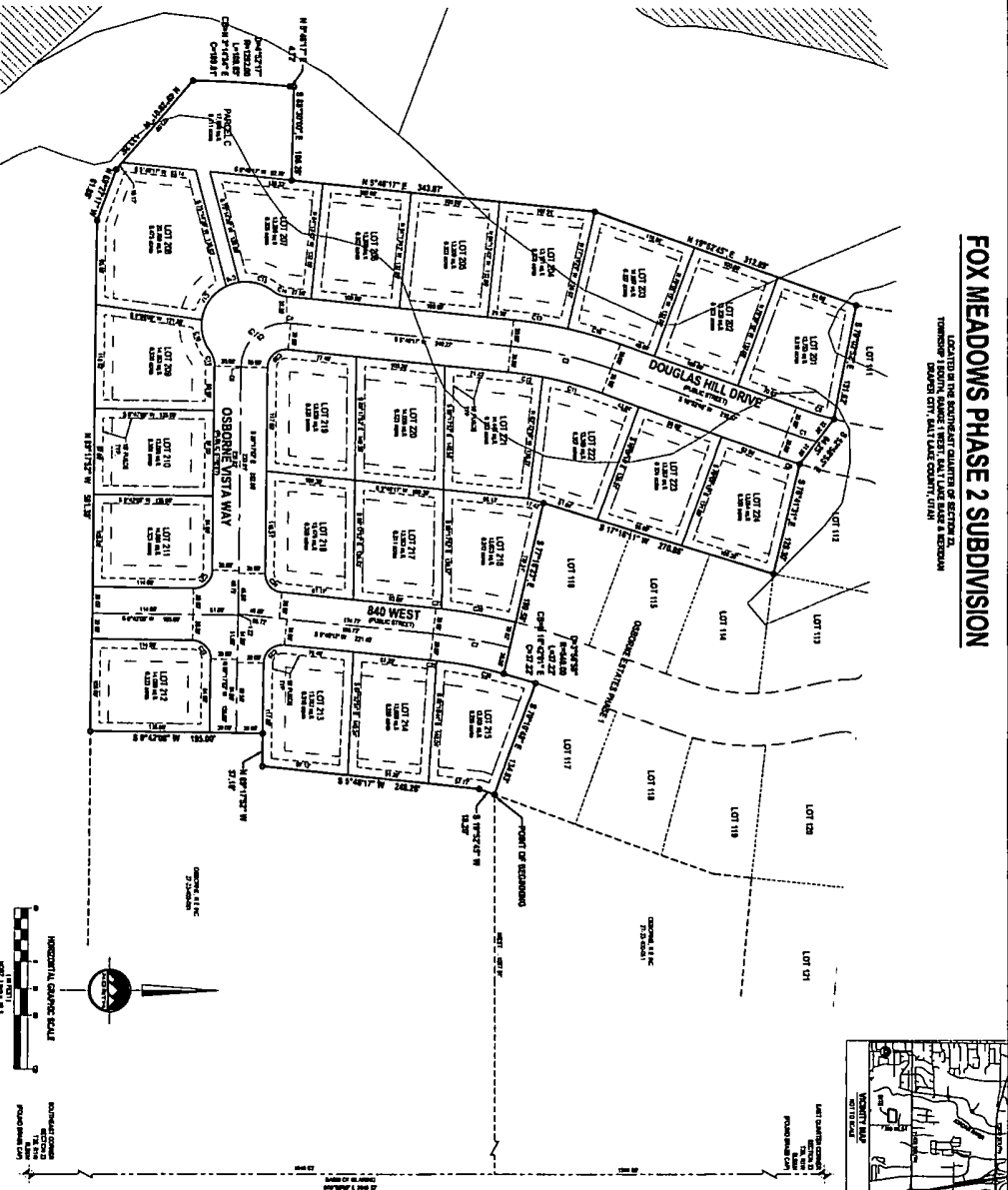
PHASE 1 SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, AND LANE 6 EAST & 6 SOUTH,
DRAVER COUNTY, ILLINOIS

FOX MEADOWS PHASE 2 SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 130 NORTH, RANGE 1 WEST, SALL LAKE BASIN & RESERVOIR, DEWANEY CDT, SALL LAKE COUNTY, IOWA

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SECTION	APPROVAL	DATE	REMARKS
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49	DEVELOPER	11/11/10	
50	DEVELOPER	11/11/10	

OWNER'S DECLARATION

FOX MEADOWS PHASE 2 SUBDIVISION

CORPORATE ASSURANCE

LIMITED LIABILITY COMPANY ASSURANCE

FOUR MEADOWS PHASE 2 SUBDIVISION

PHASE 2 SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 130 NORTH, RANGE 1 WEST, SALL LAKE BASIN & RESERVOIR, DEWANEY CDT, SALL LAKE COUNTY, IOWA

THE UNDERSIGNED, THE REGISTERED OWNER OF THE PROPERTY DESCRIBED HEREIN, HEREBY CERTIFIES THAT THE INFORMATION CONTAINED IN THIS DECLARATION IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

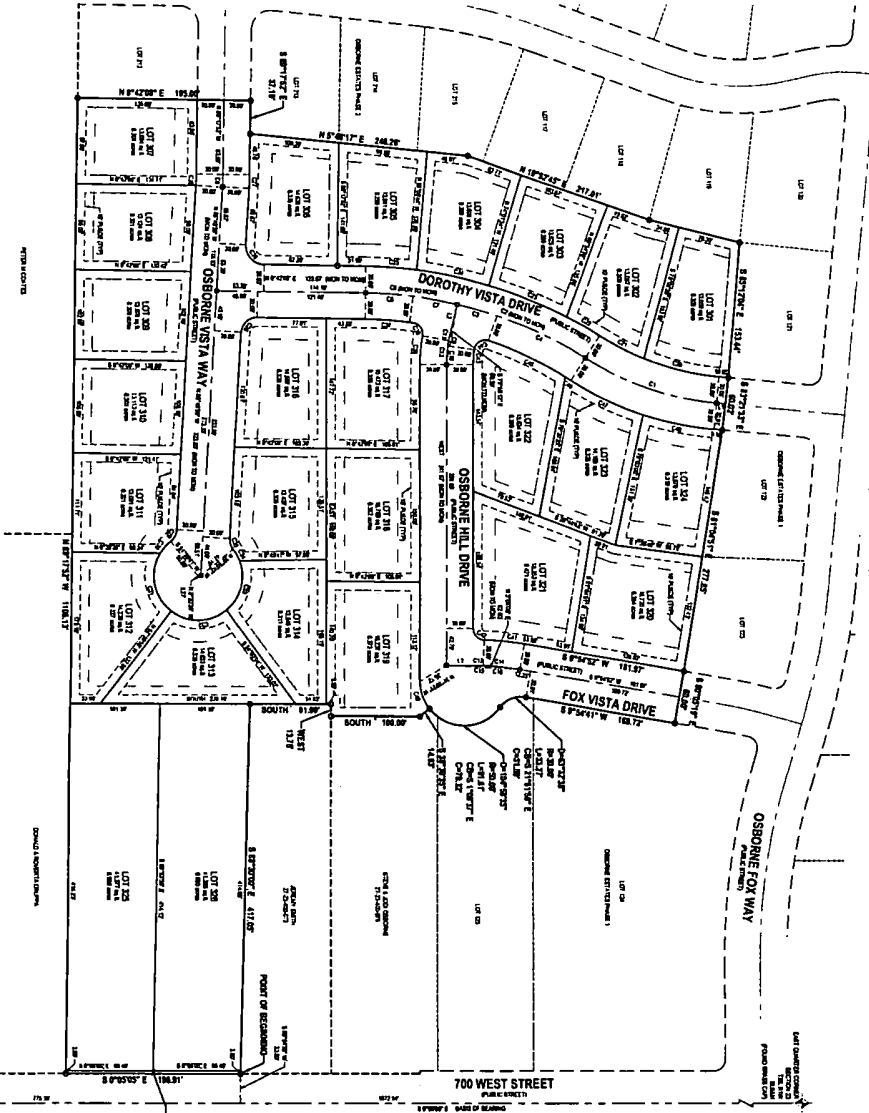
DATE OF DECLARATION: 11/11/10

REGISTERED OWNER: [Name]

FOX MEADOWS PHASE 3 SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23,
TOWNSHIP 13 NORTH, RANGE 1 WEST, 61ST AND 62ND MERIDIAN,
DODD COUNTY, ILLINOIS

Table with 4 columns: CHAIN TABLE, CHAIN TABLE, CHAIN TABLE, CHAIN TABLE. Contains lot numbers and acreage data.



LEGEND, EXISTING IMPROVEMENTS, EASEMENTS, and various approval stamps including ENSIGN, CITY ENGINEER, CITY ALTRON, CITY ATTORNEY, and SIGNATURE RECORDING DATA.

SUBDIVISION CERTIFICATE, BOUNDARY DESCRIPTION, OWNERS' DECLARATION, and SIGNATURE ACKNOWLEDGEMENT sections containing legal text and signatures.