



**DEVELOPMENT AGREEMENT
FOR
OSPREY POINT TOWNHOMES
Approximately 500 West Lakeview Parkway
Provo Utah**

This Development Agreement (“DA”) is made and entered into as of the 17th day of November, 2020 (the “Effective Date”), by and between Provo City, a Utah municipal corporation, hereinafter referred to as “City,” Osprey Towne Centre, LLC, a Utah limited liability company, hereinafter referred to as “Owner,” and D.R. Horton Inc, hereinafter referred to as “Developer.” The City, Owner, and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

- A. Owner is the owner of approximately eighteen (18) acres of property located within Provo City known as Osprey Point, more particularly described on **Exhibit A** (the “Property”). Developer is the sole developer of the Property.
- B. On Nov 19 2020, the Provo City Council approved Ordinance 2020-48 designating the zoning of the Property as Low Density Residential (LDR), which zoning designation permits the development of the Property in accordance with the uses, densities, and configurations shown on the final approved project development plans and specification set forth on **Exhibit B** (“Development Plan”).
- C. The parties intend by the execution of this DA to vest in the Property certain development rights, all in accordance with the terms of this DA and certain City ordinances in place as of the Effective Date, governing the density, development, configuration, and use of the Property.
- D. Developer is willing to design and construct the development on the Property (the “Project”) in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City’s general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses, procedures, and densities under the terms of this DA as more fully set forth below.
- E. The City desires to enter into this DA with the Developer and Owner for the purpose of guiding the development of the Property in accordance with the terms and conditions of this DA and in accordance with applicable City ordinances.
- F. This DA is consistent with, and all preliminary and final plats within the Property are subject to and shall conform to the terms of this DA, the City’s general plan, the City’s zoning and subdivision ordinances, and any permits issued by the City pursuant to City ordinances and regulations.

G. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Property as expressed in this DA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this DA.

H. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into pursuant to, the terms of UTAH CODE §10-9a-102.

AGREEMENT

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 the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this DA, as a substantive part hereof.
2. Vested Rights.
 - a. As of the Effective Date, this DA grants to Owner and Developer “Vested Rights” as that term is construed in Utah’s common law and pursuant to UTAH CODE §10-9a-509 to proceed with the development of the Project.
 - b. Owner and Developer’s Vested Rights are found in (i) the terms of this DA, (ii) provisions of the Utah Land Use and Development Management Act, and (iii) the Vested City Ordinances (defined below). In the event of a conflict between the above, the order shown dictates the priority of control.
 - c. With the exception of those ordinances discussed in Section 3 below, all Provo City ordinances in place and applicable to the project as of the Effective Date regarding the uses, maximum permissible densities, intensities, design/engineering standards, fees including impact fees, and general configuration applicable to the Project, are hereafter known herein as the “Vested City Ordinances.”
 - d. The Vested Rights granted to Owner and Developer under this DA are contractual and also those rights that exist under statute, common law and at equity.
 - e. Nothing in this DA shall limit the future exercise of legislative power by the City. This DA is not intended to and does not bind the City in the independent exercise of its legislative discretion.
 - f. If the Owner’s application for rezoning to the Low Density Residential (LDR) zone is not approved by Provo City, this DA is void and of no further effect.

3. Exceptions to Vested City Ordinances. The following City ordinances do not vest as of the Effective Date, and therefore are not included in the Vested City Ordinances. These ordinances apply to the Project and vest at the time of filing of each individual and applicable Project application.

- a. Developer Agreement. Future ordinances and laws that Developer agrees in writing to the application thereof to the Project;
- b. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- c. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
- d. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

4. Development Procedures. The procedures for application and approval for any development application shall be as set forth in the Vested City Ordinances, subject to the following:

- a. Development Plan. Developer shall not seek to develop the Property in a manner that deviates materially from the Development Plan, approved plat, or other approval received by the City.
- b. Approval Procedures. Any development application in substantial compliance with the Vested Rights shall be entitled to review and approval by City. City shall review and process development applications with reasonable promptness.
- c. Variations. Non-material variations to the Development Plan, approved plats or applications, such as exact building locations, exact locations of open space, parking, or roads may be varied by the Developer with approval of the City Community Development Director, without official City Council or Planning Commission approval. Whether a variation is material shall be determined by the City's Community Development Director. Variations that change the maximum density, use or intensity of the Project are material.
- d. Phasing and Timing. Developer may proceed by constructing the Project in phases as shown on the Development Plan. Density, configuration and uses,

shall be considered project-wide and shall not be effected by phasing. Exactions, dedications, construction of public improvements and other impact-dependent aspects of development shall be phasing-dependent and will be constructed as impacts make them necessary.

5. Exchange Terms. In consideration of the obligations under this DA, the Parties agree to the following terms.

- a. Lakeview Parkway. Developer will complete construction of the full width of Lakeview Parkway along the frontage of the Project, including Curb, gutter, eight inches (8") of road base, and five inches (5") of asphalt, all in accordance with the plan incorporated herein as **Exhibit C**.
- b. Dedication of Parcels. Owner will dedicate areas of land associated with Lakeview Parkway and 500 West, as shown on **Exhibit D**, and in accordance with the following terms:
 - i. Lakeview Parkway Dedication. One parcel shall be dedicated to the City, as shown on the Development Plan and located adjacent to Lakeview Parkway.
 - ii. 500 West Lease. Portions of land which are currently held by the City under a lease between the Utah Division of Wildlife Resources and Provo City, dated February 20, 2014, will remain a leasehold interest under said lease.
 - iii. 500 West Roadway Dedication. One parcel, currently containing roadway improvements, will be dedicated to the city at the time of recordation of the associated plat.
 - iv. 500 West Realignment Dedication. The remainder of the land identified for dedication on **Exhibit D** will be dedicated to the city at such time as the city constructs or realigns the 500 West roadway.
- c. Piped Ditch. Developer will install and dedicate a 54 inch diameter pipe within the existing ditch along 500 West, as shown on the Development Plan.
- d. Storm Water Discharge. Developer will be entitled to discharge all storm water into the 54 inch pipe installed by Developer. Accordingly, Developer shall not be required to provide on-site detention. The project shall be required to meet the storm water quality requirements as detailed in Chapter 11 of the Provo City Storm Drainage System Design and Management Manual.
- e. Water Line. Developer will install and dedicate a 16-inch diameter water line within the 500 West right-of-way, extending from 1560 South to Lakeview Parkway, and further extending westerly from the intersection of 500 West to the existing fire hydrant located on the northern edge of the Lakeview Parkway right of way, as shown on the Development Plan. City acknowledges that

Developer is only obligated to install an 8-inch diameter water line to serve the Project in accordance with current city standard. Developer and City will enter into a separate cash Reimbursement Agreement to reimburse Developer for all costs associated with the oversizing at the time such other projects are developed.

- f. Setbacks. All setbacks for buildings in the Project will be as shown on the plans incorporated herein as **Exhibit E**.

- g. Open Space. The City agrees that all areas designated as open space on the plans incorporated herein as **Exhibit F** shall be considered open space and shall count towards Developer's open space obligations regardless of ownership.
 - i. Open Space Maintenance. All open space is intended for the use and enjoyment of the Project and the owners therein. Developer, or the established Homeowners Association, will install and maintain all of the open space landscaping and improvements as part of this Project approval, except as clarified by the following:
 - 1. Lakeview Parkway Trail. Developer shall install the eight foot trail, fencing and all landscape along Lakeview Parkway frontage area as shown on Exhibit F. City shall maintain the eight foot trail within the right of way for public access as if the trail were a public sidewalk, in accordance with the Provo city code Chapter 15.10. Developer or the established Homeowners Association will maintain the fence and landscape areas within the right of way as part of the approved open space requirement of the Project. Snow removal on the trail is the obligation of the Homeowners Association.
 - 2. 500 West. All sidewalk, curb, gutter and asphalt improvements existing as of the date of this DA, and are considered the frontage improvement for the Project and shall be maintained by the City, in accordance with Provo City Code chapter 15.10.
 - 3. City-Owned Land. Land owned by the City, parcel number 21:051:0060, shall be landscaped by the Developer as part of the approved open space requirement for the Project. Developer or the Homeowners Association shall conduct all maintenance and care of this area and any park strips that may be associated.

6. Flood Area. Developer shall comply with all FEMA requirements for development within a Special Flood Hazard Area and will be required to meet the provisions of the SFHA.

- a. Developer shall obtain a floodplain development permit prior to any construction activities.
- b. Developer shall provide elevation certificates showing that the lowest floor of any dwelling will be established at one foot above the base flood elevation.
- c. Developer will submit a Letter of Map Revision based on filling the site and receive approval prior to receiving any certificate of occupancy.

7. Default. An “Event of Default” shall occur under this DA if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

a. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:

- 1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney’s fees.
- 2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this DA until such default has been cured.
- 3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

b. The rights and remedies set forth herein shall be cumulative.

8. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: D. R. Horton, Inc.
 Boyd Martin
 12351 S. Gateway Park Place, D-100
 Draper, UT 84020
 801-571-7101

To the Owner: Osprey Town Center, LLC
 560 S. State Street, B-200
 Orem, UT 84058
 801-375-9090

To the City: Provo City
 Attention: City Attorney
 351 West Center Street
 Provo, UT 84601

9. General Term and Conditions.

a. Headings. The headings contained in this DA are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This DA shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “successor” includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party’s submission of land use applications to the City relating to the Property or the Project.

c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this DA. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this DA, this DA shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. Further Documentation. This DA is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this DA may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This DA does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This DA shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this DA shall perform its respective obligations under this DA in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this DA, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This DA is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This DA has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this DA.

k. Consents and Approvals. Except as expressly stated in this DA, the consent, approval, permit, license or other authorization of any party under this DA shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this DA and the Vested City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this DA, it/he/she has all requisite power and authority to execute and deliver this DA, being fully authorized so to do and that this DA constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this DA to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Salt Lake County Recorder within ten (10) years from the date of this DA (the "Term"), or upon the occurrence of an event of default of this DA that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this DA as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this DA for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and

the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this DA shall be rescinded or limited in any manner.

10. Assignability. The rights and responsibilities of Developer under this DA may be assigned in whole or in part by Developer with the consent of the City as provided herein.
- a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
 - b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
 - c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
 - d. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.
11. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this DA without any required approval, review, or consent by the City except as otherwise provided herein.
12. No Waiver. Any party's failure to enforce any provision of this DA shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
13. Severability. If any portion of this DA is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.
14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this DA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil

OWNER:

Osprey Town Center, LLC., a Utah Limited Liability Company

By: [Signature]
Title: ASS'T VICE PRES.

STATE OF UTAH)
) :SS
COUNTY OF UTAH)



On the 17th day of NOVEMBER, 2020, personally appeared before me Osprey Town Center, LLC, who being by me duly sworn, did say that they are the owners of said property and have proper authority and duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: UTAH COUNTY

Exhibit A

Legal Description of the Property

Phase I purchase area

A parcel of land situate in the Southwest Quarter of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Southwest Corner of OSPREY POINT PLAT "C", said point being South 89°40'44" West 1,818.76 feet and South 00°19'16" East 2,983.71 feet from the North Quarter Corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; and running

thence along the Southerly Boundary line of OSPREY POINT PLAT "C" and OSPREY POINT PLAT "B" the following three (3) courses:

- (1) North 89°23'52" East 739.89 feet;
- (2) North 87°28'12" East 294.88 feet;
- (3) South 80°59'33" East 50.70 feet;
- thence North 00°42'19" East 11.35 feet;
- thence South 89°30'12" East 89.09 feet;
- thence South 00°29'48" West 15.00 feet;
- thence South 89°30'12" East 90.00 feet;
- thence North 00°29'48" East 25.55 feet;
- thence North 70°00'00" East 19.20 feet;
- thence South 00°20'18" West 25.87 feet;
- thence North 69°57'07" East 33.78 feet;
- thence South 01°00'00" West 264.75 feet;
- thence South 68°52'31" West 5.70 feet;

thence Southwesterly 133.25 feet along the arc of a 233.00 foot radius curve to the right (center bears North 21°07'29" West and the chord bears South 85°15'29" West 131.44 feet with a central angle of 32°45'57");

thence North 78°21'32" West 95.20 feet;

thence Northwesterly 44.10 feet along the arc of a 217.00 foot radius curve to the left (center bears South 11°38'28" West and the chord bears North 84°10'52" West 44.03 feet with a central angle of 11°38'40");

- thence South 89°59'47" West 210.09 feet;
- thence South 00°14'25" East 84.00 feet;
- thence South 89°57'42" East 56.12 feet;
- thence South 00°37'44" West 170.25 feet;
- thence North 89°22'57" West 50.18 feet;
- thence South 51°58'08" West 11.93 feet;

thence Southwesterly 1.69 feet along the arc of a 2.50 foot radius curve to the right (center bears North 38°01'52" West and the chord bears South 71°20'15" West 1.66 feet with a central angle of 38°44'14");

thence Northwesterly 141.67 feet along the arc of a 956.76 foot radius curve to the right (center bears North 00°42'22" East and the chord bears North 85°03'07" West 141.54 feet with a central angle of 08°29'02");

thence South 09°11'24" West 33.00 feet;

thence Northwesterly 59.44 feet along the arc of a 989.76 foot radius curve to the right (center bears North 09°11'25" East and the chord bears North 79°05'22" West 59.43 feet with a central angle of 03°26'27");

thence North 38°32'28" West 11.97 feet;

thence Northwesterly 1.67 feet along the arc of a 2.50 foot radius curve to the left (center bears South 51°27'32" West and the chord bears North 57°38'16" West 1.64 feet with a central angle of 38°11'36");

thence Northwesterly 20.95 feet along the arc of a 981.76 foot radius curve to the right (center bears North 13°15'55" East and the chord bears North 76°07'24" West 20.95 feet with a central angle of 01°13'21");

thence South 15°00'46" West 143.25 feet to a point on the Northerly Right-of-Way of Lakeview Parkway;

thence along said Northerly Right-of-Way of Lakeview Parkway the following two (2) courses:

(1) Northwesterly 571.95 feet along the arc of a 1,125.00 foot radius curve to the right (center bears North 14°33'15" East and the chord bears North 60°52'52" West 565.81 feet with a central angle of 29°07'45");

(2) North 46°19'00" West 75.52 feet;

thence North 00°09'43" East 229.66 feet;

thence North 00°17'16" East 65.17 feet to the point of beginning.

Contains 546,341 Square Feet or 12.542 Acres

Phase II 2 Purchase Parcel

A parcel of land situate in the Southwest Quarter of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°40'44" West 511.28 feet and South 00°19'16" East 3,230.28 feet from the North Quarter Corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; and running

thence South 01°00'00" West 424.38 feet to a point on the Northerly Right-of-Way of Lakeview Parkway;

thence along said Northerly Right-of-Way of Lakeview Parkway the following two (2) courses:

(1) North 89°23'00" West 482.92 feet;

(2) Northwesterly 273.67 feet along the arc of a 1,125.00 foot radius curve to the right (center bears North 00°37'00" East and the chord bears North 82°24'53" West 272.99 feet with a central angle of 13°56'16");

thence North 15°00'46" East 143.25 feet;

thence Southeasterly 20.95 feet along the arc of a 981.76 foot radius curve to the left (center bears North 14°29'16" East and the chord bears South 76°07'24" East 20.95 feet with a central angle of 01°13'21");

thence Southeasterly 1.67 feet along the arc of a 2.50 foot radius curve to the right (center bears South 51°27'32" West and the chord bears South 57°38'16" East 1.64 feet with a central angle of 38°11'36");

thence South 38°32'28" East 11.97 feet;

thence Southeasterly 59.44 feet along the arc of a 989.76 foot radius curve to the left (center bears North 12°37'52" East and the chord bears South 79°05'22" East 59.43 feet with a central angle of 03°26'27");

thence North 09°11'24" East 33.00 feet;
thence Southeasterly 141.67 feet along the arc of a 956.76 foot radius curve to the left (center bears North 09°11'25" East and the chord bears South 85°03'07" East 141.54 feet with a central angle of 08°29'02");

thence Northeasterly 1.69 feet along the arc of a 2.50 foot radius curve to the left (center bears North 00°42'22" East and the chord bears North 71°20'15" East 1.66 feet with a central angle of 38°44'14");

thence North 51°58'08" East 11.93 feet;

thence South 89°22'57" East 50.18 feet;

thence North 00°37'44" East 170.25 feet;

thence North 89°57'42" West 56.12 feet;

thence North 00°14'25" West 84.00 feet;

thence North 89°59'47" East 210.09 feet;

thence Southeasterly 44.10 feet along the arc of a 217.00 foot radius curve to the right (center bears South 00°00'13" East and the chord bears South 84°10'52" East 44.03 feet with a central angle of 11°38'40");

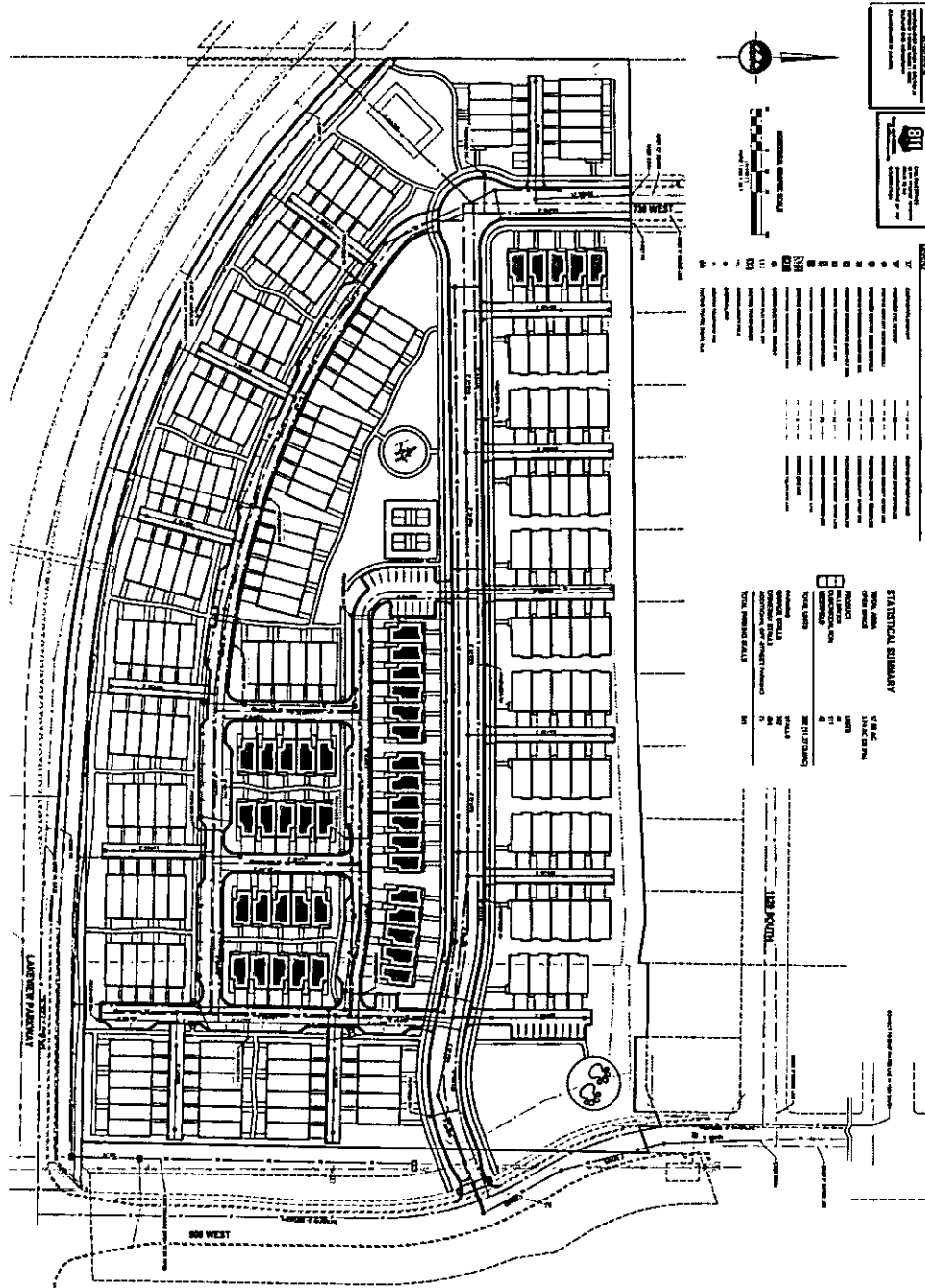
thence South 78°21'32" East 95.20 feet;

thence Northeasterly 133.25 feet along the arc of a 233.00 foot radius curve to the left (center bears North 11°38'28" East and the chord bears North 85°15'29" East 131.44 feet with a central angle of 32°45'57");

thence North 68°52'31" East 5.70 feet to the point of beginning.

Contains 234,163 Square Feet or 5.376 Acres

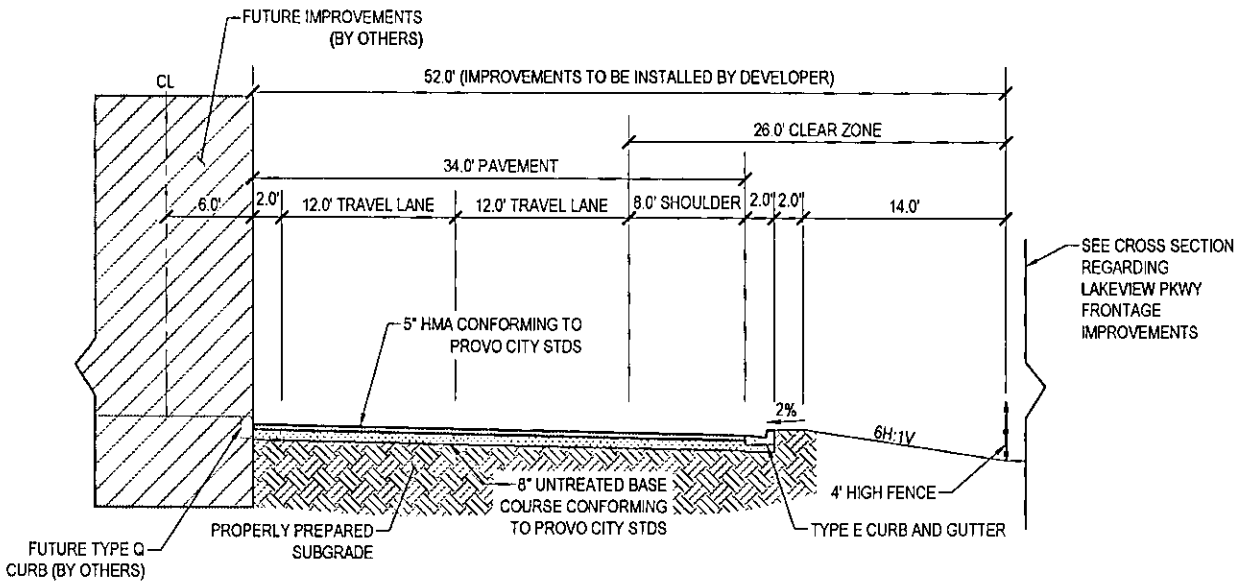
Exhibit B Development Plan



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/15/19
2	REVISION	12/10/19
3	REVISION	1/15/20
4	REVISION	2/10/20
5	REVISION	3/10/20
6	REVISION	4/10/20
7	REVISION	5/10/20
8	REVISION	6/10/20
9	REVISION	7/10/20
10	REVISION	8/10/20
11	REVISION	9/10/20
12	REVISION	10/10/20
13	REVISION	11/10/20
14	REVISION	12/10/20
15	REVISION	1/10/21
16	REVISION	2/10/21
17	REVISION	3/10/21
18	REVISION	4/10/21
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325	REVISION	11/10/46
326	REVISION	12/10/46
327	REVISION	1/10/47
328		

Exhibit C

Lakeview Parkway Road Improvement Plan



TYPICAL CROSS SECTION - NORTH SIDE: LAKEVIEW PARKWAY

NOTES:
 - THIS CROSS SECTION IS FOR ILLUSTRATIVE PURPOSES ONLY.

EN SIGN
 44 W. 8000 S, Suite 200
 Sandy, UT 84670
 Phone: 801.253.8628
 Fax: 801.253.4482
 www.ensigninc.com

FOR:
 DR. VICTOR INC.
 1750 BLADES AVE. #100
 CLEVELAND, OH 44115
 COUNTY:
 PROJECT: LAKEVIEW
 PHONE: 801-464-4388
 DATE:

OSPREY TOWNS
 500 WEST LAKEVIEW PARKWAY
 PROVO, UTAH

LAKEVIEW PKWY
 CROSS SECTION
 EXCERPT 2

DATE:
 FOR:
 DATE:
 DRAWN BY:
 CHECKED BY:
 DATE:

EX-101

Exhibit D

Parcel Dedication Map

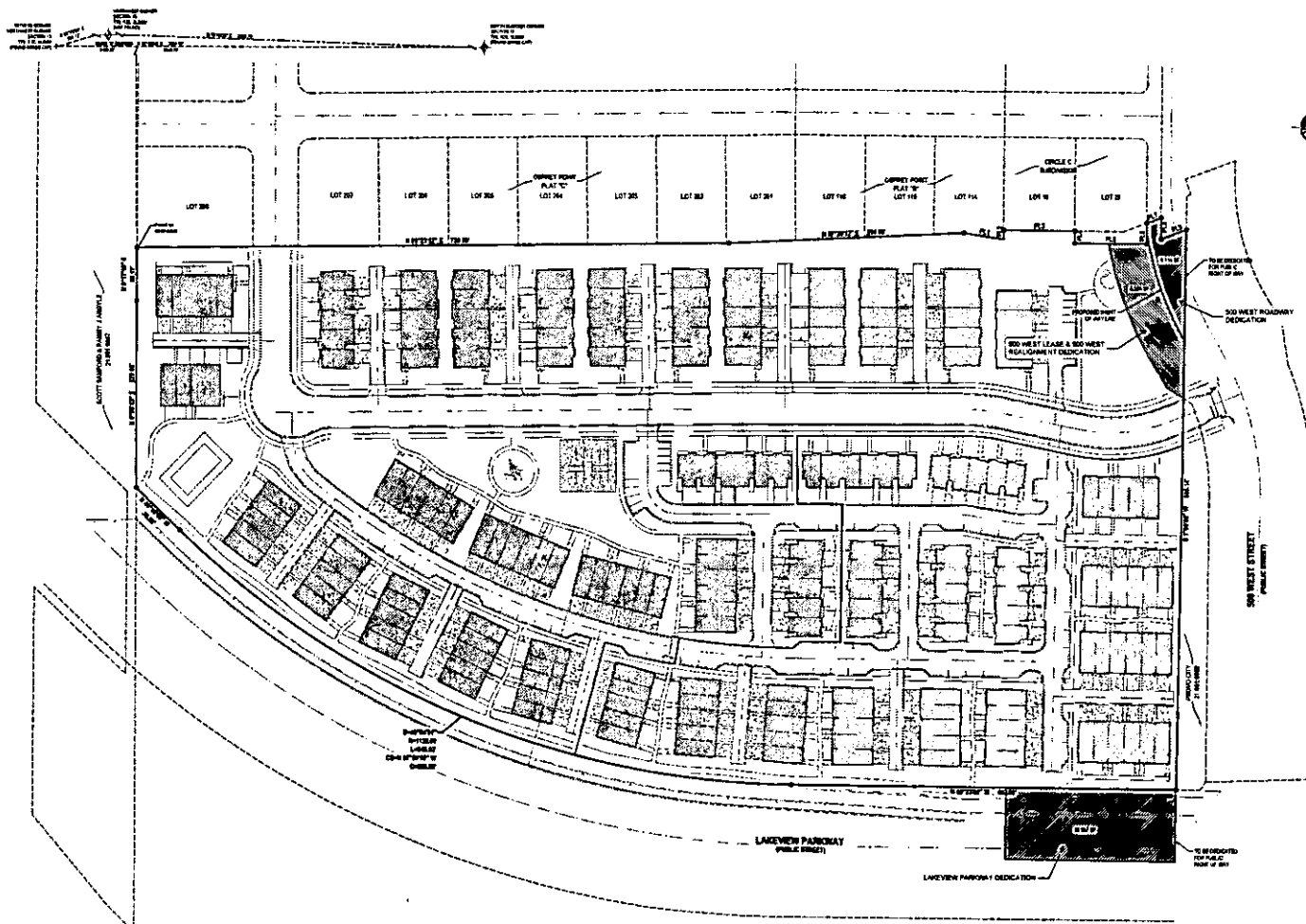
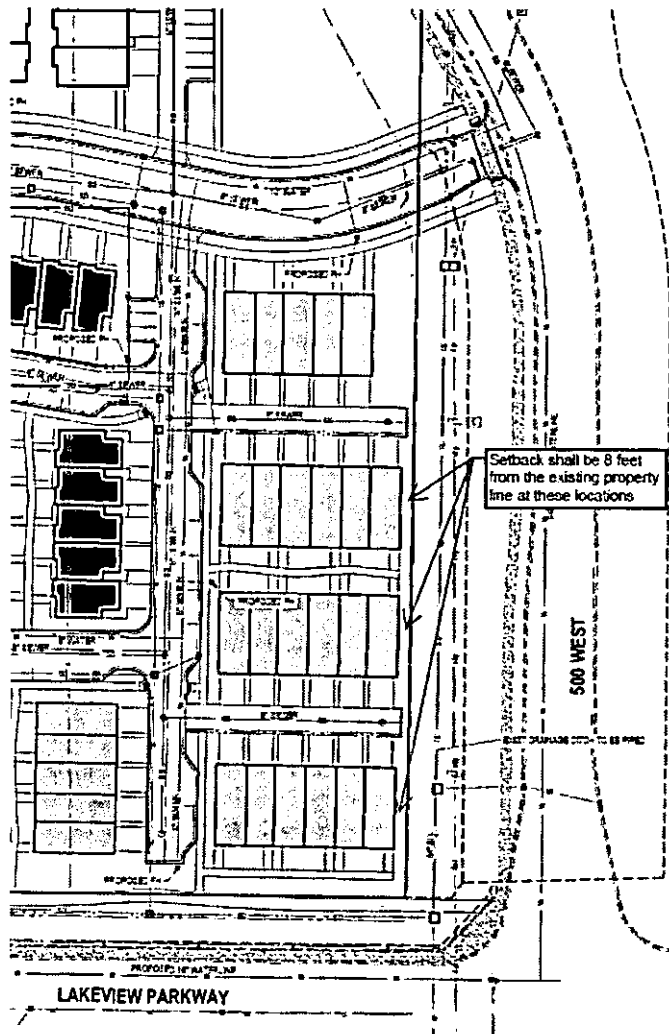


Exhibit E

Setbacks



OSPREY TOWNHOMES

500 WEST LAKEVIEW PARKWAY
PROVO, UTAH

**CONCEPTUAL SITE
AND UTILITY PLAN**

PROJECT NUMBER 1728	DATE 12/2019
DESIGNED BY LTP/SL	DRAWN BY N.T./SL
PROJECT NUMBER N. 1228-1	

C-100





Exhibit F

Open Space Plan

OSPREY TOWNS
 Open Space Plan
 October 19, 2020

D. R. HOJTON
America's Builder

MAZ
 508-31-733

	Open Space	3.74 ac (20.9%)
	300 West (City Property)	0.66 ac
	Lakeview Parkway (City Property)	1.02 ac
	Tidal Area	17.92 ac

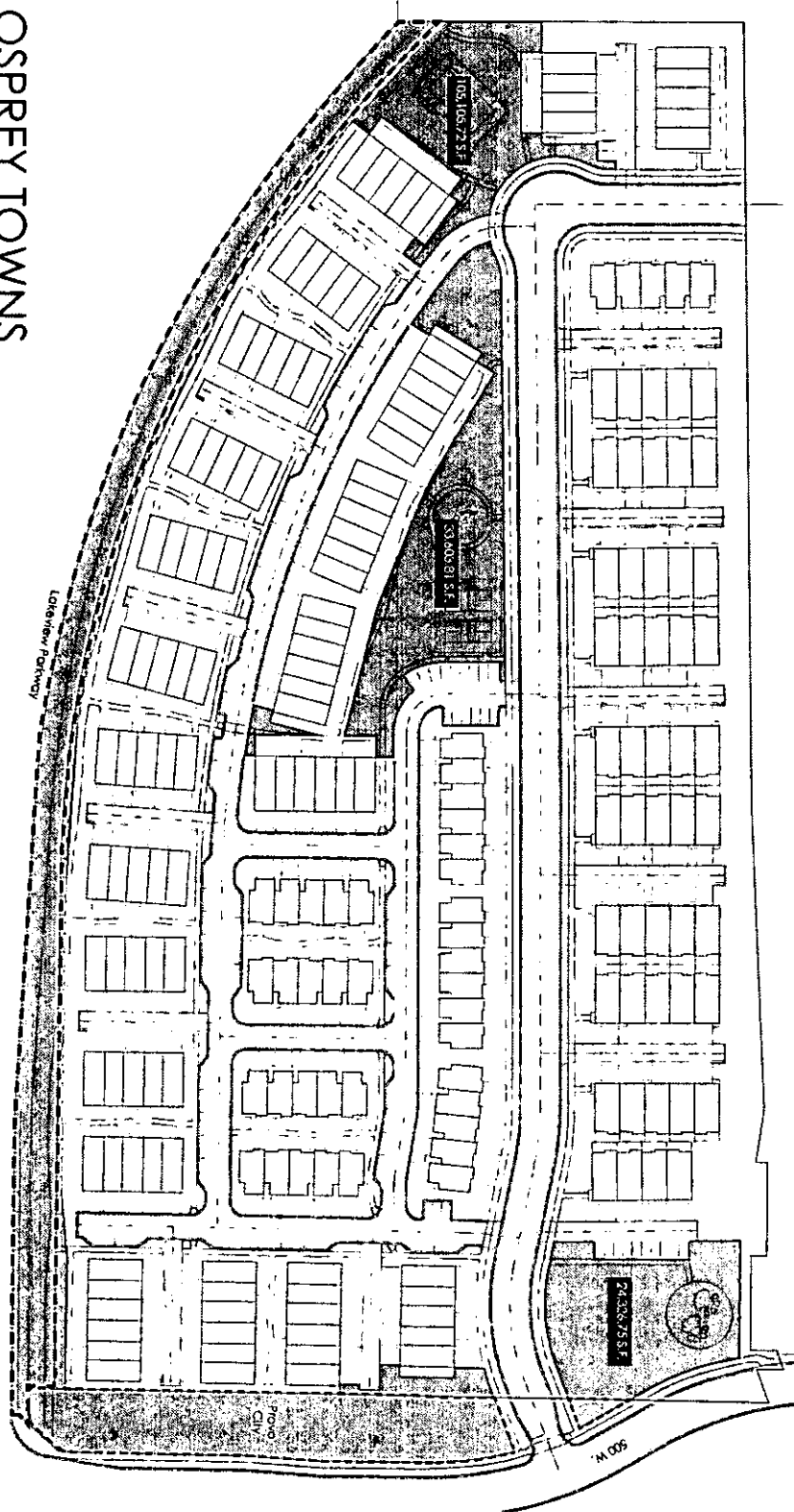
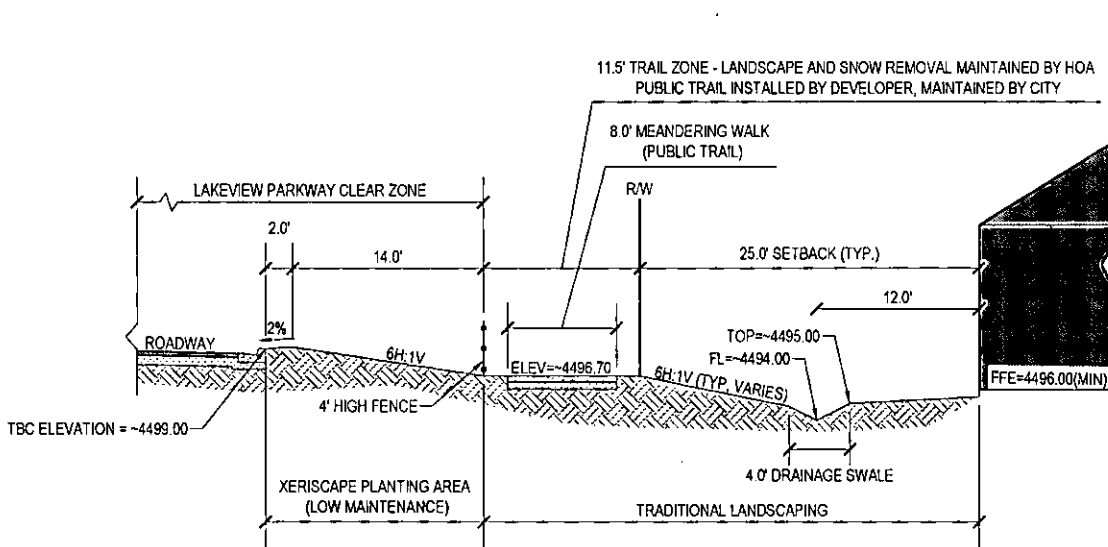


Exhibit F

Open Space Plan Lakeview Parkway Detail



TYPICAL CROSS SECTION - LAKEVIEW PARKWAY FRONTAGE

- NOTES
- THIS CROSS SECTION IS FOR ILLUSTRATIVE PURPOSES ONLY.
 - ALL LANDSCAPE AREAS ARE TO BE INSTALLED BY THE DEVELOPER AND MAINTAINED BY THE HOA UNLESS OTHERWISE NOTED

EN SIGN
 25 N. 1000 S., Suite 202
 Sandy, UT 84070
 Phone: 801.225.2629
 Fax: 801.225.4448
 www.ensignllc.com

FOR
 2018 NORTH B.C.
 FROM PLACES AND WE FOR
 CORNER NO. 1000
 CORNER
 CORNER
 FROM: FROM: 101-1000
 OR

OSPREY TOWNS
 500 WEST LAKEVIEW PARKWAY
 PROVIDO, UTAH

LAKEVIEW PARKWAY
 CROSS SECTION
 EXHIBIT 1

DATE: 10/1/20
 BY: JAC
 CHECKED BY: JAC
 APPROVED BY: JAC

EX-100