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**DEVELOPMENT AGREEMENT
FOR SCHICK FARM CLUSTER SUBDIVISION**

2108451 BK 3878 PG 336

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/26/2005 11:34 AM
FEE \$0.00 Pgs: 29
DEP RTT REC'D FOR KAYSVILLE CITY

THIS AGREEMENT is made and entered into this 22 day of September, 2005, by and between Kaysville City, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter the "City"), and Fieldstone Homes Utah, LLC, a Utah Limited Liability Company (hereinafter the "Developer"; "Developer" includes successors and/or assigns of Fieldstone Homes Utah, LLC).

11-088-0027
090-0017

RECITALS

11-093-0033
0035
0037
0038, 0039

WHEREAS, Developer is desirous of developing a cluster subdivision in general accordance with the Project Summary attached hereto as Exhibit A (the "Project") on certain real property located in the City of Kaysville, County of Davis, State of Utah and more particularly described on the preliminary plat attached hereto as Exhibit B (the "Preliminary Plat"); and

WHEREAS, the purpose of this Agreement is to define the development standards, conditions, on and off-site improvements, schedule for development of the Project, requirements and criteria for the neighborhoods identified on Exhibit E hereto (the "Neighborhood Plan") and other terms and conditions pursuant to which the Project proposed by Developer is to be developed within the City; and

WHEREAS, the City is willing to authorize the development of the Project proposed by Developer in conformance with this Agreement, City Ordinances, and applicable Utah law; and

WHEREAS, Developer anticipates encumbering residential dwellings within the Project with a Declaration of Conditions, Covenants and Restrictions (the "CC&Rs") which will ,

9/11

inter alia, provide for the creation of a homeowners association (the "Homeowners Association") which will be responsible for maintaining certain common areas and improvements within the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GENERAL DESCRIPTION.

A. Area Description. The property upon which the Project shall be developed (the "Property") is located as shown on the Preliminary Plat a copy of which is attached as Exhibit "B" hereto and incorporated by reference herein.

B. Project Description. The Project proposed by Developer is a cluster subdivision on the Property which incorporates into the plan a mix of single family detached residences within a variety of residential neighborhood areas and types, together with recreation facilities, parks, equestrian areas and trails, designated open spaces and related amenities. The Project will be known as Schick Farm Cluster Subdivision. The permitted land uses are depicted in the Preliminary Plat for the Project.

2. DEVELOPMENT STANDARDS AND GUIDELINES

A. Adoption of Development Standards. The City hereby adopts, as the development standards and guidelines for the Project (the "Development Standards"), the following in addition to all other applicable City Ordinances, standards and guidelines:

(1) Compliance With Preliminary Plat. Developer shall comply with all requirements identified in the Preliminary Plat and the development of the Project shall conform in all material respects with the Preliminary Plat and Project Summary as set forth in Exhibit A hereto. Further, development of the Project shall comply with the site design criteria set forth in the conditional use permit issued by the City on February 12, 2004 and amended on January 13, 2005 (the "Conditional Use Permit") including, but not limited to the following:

a. The minimum size of lots in Neighborhoods 1,2, and 3, as identified on the Neighborhood Plan, shall be no less than 13,000 square feet;

b. The minimum width of lots in Neighborhoods 1,2 and 3, as identified on the Neighborhood Plan, shall be no less than 90 feet, as defined in City Ordinances;

c. The streets within Neighborhood 4 shall be conveyed to the Homeowners Association created for the Project, utility easements in said streets shall be conveyed to the City, and said Homeowners Association shall be responsible to maintain said streets and common areas within Neighborhood 4;

d. No lots within the Project except Lot 119 (Substation Parcel) shall have driveways which front or provide direct access to Schick Lane (as identified on the Preliminary Plat); and

e. Other than the streets in Neighborhood 4, all streets in the Project shall be dedicated to the City.

(2) Neighborhood Architectural Guidelines. Developer shall construct all improvements and dwellings within the Project in compliance and conformance with the

neighborhood architectural guidelines and incorporate said guidelines into the CC&Rs and final subdivision plat(s) for the Project.

(3) Architectural Guidelines Re: Rear Elevations. Developer shall construct all improvements and dwellings on the lots identified per the Rear Elevations Restricted Lots exhibit attached hereto as Exhibit J (the "Rear Elevations Restricted Lots") and in conformance with the Rear Elevation Architectural Guidelines incorporated into the CC&Rs under Section 4.2 (the "Rear Elevation Architectural Guidelines").

B. Findings of Compatibility. In adopting the Development Standards identified in Section 2.A., the City hereby expressly finds that the development of the Project, in conformance with the Development Standards and this Agreement, promotes the creation of a more desirable environment than would be possible through the strict application of other City land use regulations; promotes a creative approach to the use of land and related physical facilities resulting in better design and development; creates, landscapes and preserves open space and recreational facilities; preserves and enhances desirable site characteristics; uses design, landscape and architectural features to create a pleasing environment; establishes a system of interconnecting paths and trails for alternative transportation routes leading to common and popular destinations; provides a variety of housing types and other special development features, and otherwise achieves the purposes for which a cluster subdivision may be approved pursuant to the City Ordinances. The City further finds that the development of the Project, in conformance with the Development Standards and this Agreement, will not violate the general purposes, goals and objectives of the City Ordinances and any plans adopted by the Planning Commission and City Council of the City.



C. Inconsistent Code Provisions. Subject to the Developer's performance and compliance with the terms of this Agreement and City Ordinances in effect on the date of this Agreement, Developer's rights to develop the Project in accordance with the Preliminary Plat is vested.

3. PROJECT ON-SITE IMPROVEMENTS

A. Street and Utility Construction. Developer shall construct and install all street improvements and utilities required for the Project, at Developer's sole cost and expense, in compliance with approvals, and all applicable ordinances, regulations, standards and statutes of the City, the secondary water provider, The Central Davis Sewer District, other providers and the state of Utah.

B. Electrical Substation Site. Developer shall sell Lot 119 shown on the Preliminary Plat to the City for further development and use by the City as an electrical substation. Such sale shall be in accordance with the terms and provisions of a written sales agreement to be signed by the parties on or before October 31, 2005. The purchase price for Lot 119 shall be \$320,260.00.

C. Park and Open Space. Developer shall develop the Project so that it includes the park and open space areas as shown on Exhibit F hereto (the "Open Space Plan"). At Developer's sole cost and expense, Developer shall construct and install the equestrian arena and parking lots shown on the Open Space Plan and shall construct and install other improvements as shown in the Open Space Plan in accordance with the design standards set forth in Exhibit Gb hereto (the "Park Concept Plans"). After completion of the improvements on the park and open space areas shown in

the Open Space Plan, Developer shall convey such real property and the improvements thereon to the Homeowners Association.

D. Trail Construction. Developer shall develop the Project so that it includes the pedestrian and equestrian trails as shown on Exhibits H (the "Trail Plan") and I (the "Trail Cross-Sections"). At its sole cost and expense, Developer shall construct and install the improvements necessary for the trails shown on the Trail Plan and Trail Cross-Sections. After completion of the trails shown on the Trail Plan, Developer shall convey the real property on which the trails are constructed to the Homeowners Association.

E. Fence Construction. At Developer's sole cost and expense, Developer shall construct and install the fences within the Project as shown on Exhibit K hereto (the "Fencing Plan"). In addition, the Developer shall incorporate the Fencing Plan into the CC&Rs. The City shall have no responsibility for such fences.

4. PROJECT OFF-SITE IMPROVEMENTS

A. Schick Lane Extension. In accordance with applicable standards and subject to the design approval of the City engineer, Developer shall construct a paved street, with associated utilities, including drainage improvements, having a pavement width of thirty feet (30') connecting Schick Lane on the east boundary of the Project (as shown on Exhibit B hereto) with Angel Street (the "Schick Lane Extension"). The City shall assist Developer in obtaining necessary easements and/or real property so that Developer may construct the Schick Lane Extension including condemnation of such real property if necessary. The Schick Lane Extension shall be constructed concurrent with the first improvements constructed or installed in the Project. Developer shall construct all improvements necessary for the Schick Lane Extension at its sole cost and expense (the

"Schick Lane Extension Expenses") subject to the following right of reimbursement. To the extent that the Schick Lane Extension serves other developments contiguous to the Schick Lane Extension (the "Other Development(s)"), the City shall establish a fee for project improvements with respect to Other Developments, in accordance with City Ordinances.

B. Lower Sewer Pump Station. Developer shall enter into an appropriate agreement with the Central Davis Sewer District for the construction of a sewer pump station and force main to be located at the west boundary of the Project adjacent to Schick Lane (the "Pump Station"). The Pump Station shall serve the Project as well as other property located west of the Project. The Pump Station shall be constructed concurrent with improvements constructed for any lot served by the Pump Station.

5. PHASED DEVELOPMENT AND TIMING

Developer anticipates that the Project will be developed in phases according to the phasing plan attached hereto as Exhibit C (the "Phasing Plan"). The phased development of the Project is subject to the following:

A. Modification of the Phases. The parties agree that, notwithstanding the intent of Developer to develop the Project in phases, conditions may require development in smaller phases increasing the total number of phases over the life of the Project, all of which shall be developed in conformance with the provisions of this Agreement.

B. On-site Improvements. The on-site improvements within the Project, including, but not limited to, those described in the Open Space Plan, Park Concept Plans, the Trail Cross-Sections, the Trail Plan and the Fencing Plan, shall be constructed and installed in conformance with the Phasing Plan.



C. Abandonment. In the event Developer fails to apply for final plat approval of a phase, for a period of five (5) years, after the previous plat approval, Developer shall thereafter be precluded from proceeding with further development without prior written authorization from the City.

6. REPRESENTATIONS OF DEVELOPER

A. Developer hereby represents that it has authority to proceed with the Project, subject to the phased acquisition of fee simple title to the Property.

B. Developer hereby further represents that it shall adopt CC&Rs for the Project which conform to the requirements of the Conditional Use Permit, the Preliminary Plat, and this Agreement. Further, Developer shall cause the CC&Rs to be recorded concurrent with the recordation of the first final subdivision plat approved by the City for the Project.

7. ASSIGNMENT

Developer may assign this Agreement to any other third party provided that the City consents to such assignment, which consent shall not be unreasonably withheld, upon a showing that such third party has the financial ability to perform Developer's obligations hereunder.

8. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. ATTORNEYS' FEES.

In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney

shall be paid by the party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

10. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

11. CAPTIONS

The section and paragraph headings contained in this Agreement are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

12. GOVERNING LAW

This Agreement and all matters relating hereto, shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

13. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

14. CONSTRUCTION

As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

15. AUTHORIZATION OF EXECUTION

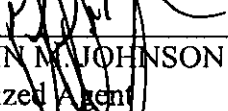
A. City. The execution of this Agreement by the City has been authorized by the Mayor and City Council of Kaysville City at a regularly scheduled meeting of that body, pursuant to notice, held on the 3rd day of May, 2005.

B. Developer. The execution of this Agreement by Fieldstone Homes Utah, LLC has been duly authorized by the sole member of Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

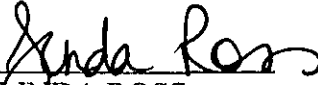
FIELDSTONE HOMES UTAH, L.L.C., A UTAH LIMITED LIABILITY COMPANY

By: Its Managing Member, Fieldstone Communities, Inc. a California corporation

By: 

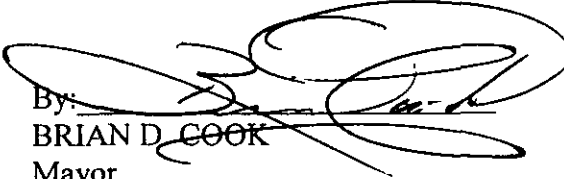
GRIFFIN M. JOHNSON
Authorized Agent

ATTEST:



LINDA ROSS
City Recorder

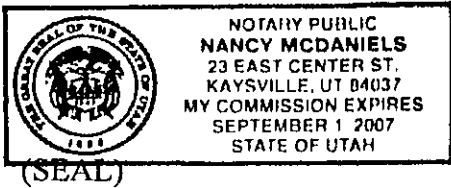
KAYSVILLE CITY



BRIAN D. COOK
Mayor

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 22nd day of September, 2005, personally appeared before me BRIAN D. COOK, and LINDA ROSS, who being by me duly sworn did say, each for himself and herself that he, the said BRIAN D. COOK, is the Mayor of Kaysville City, Davis County, State of Utah and that she, the said LINDA ROSS, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said BRIAN D. COOK, and LINDA ROSS, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

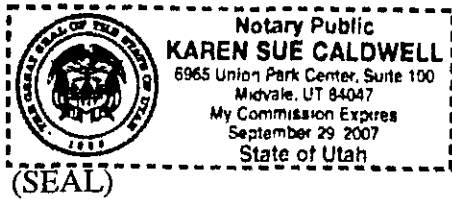


Nancy McDaniels

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
(ss.
COUNTY OF DAVIS)

On the 22 day of September, 2005, personally appeared before me, GRIFFIN M. JOHNSON, the signer of the foregoing Development Agreement for Schick Farm Cluster Subdivision, who duly acknowledge to me that he executed the same with appropriate authority from Fieldstone Communities, Inc., a California corporation, managing member for and on behalf of Fieldstone Homes Utah, LLC.

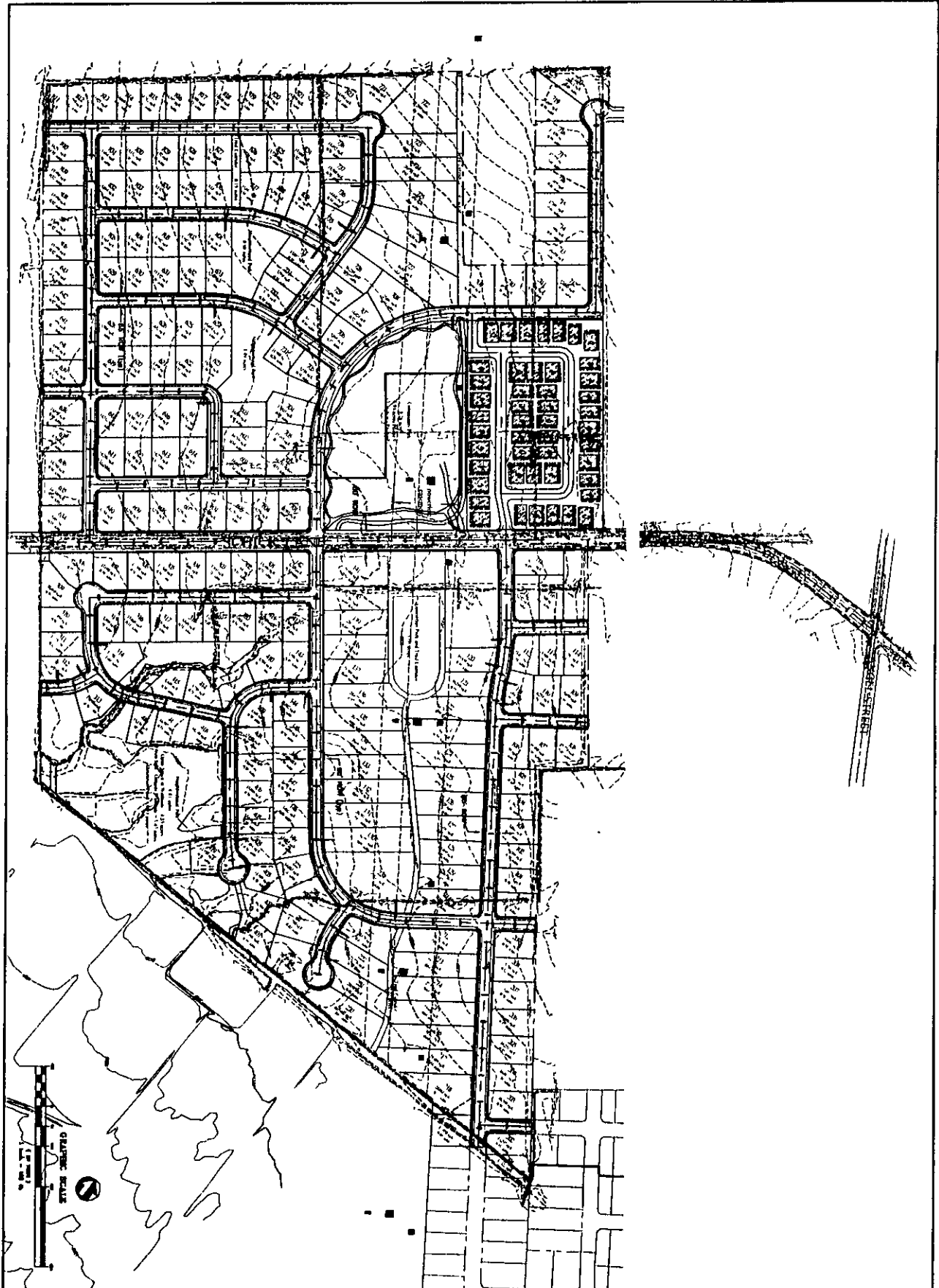


Karen Sue Caldwell
NOTARY PUBLIC
Residing at: *6965 Union Park Center, Midvale UT 84047*
My Commission Expires: *September 29, 2007*

**EXHIBIT A
SCHICK FARM
KAYSVILLE CITY, UTAH
PROJECT SUMMARY**

	Neighborhoods								Total	
	One	Two	Three	Four	Community Park	Five	Six	Seven		
Neighborhood	43.63	46.94	43.39	8.9	8.28	151.14				
Roads	9.33	8.13	7.26	1.61	0	26.33				
Open Space	2.58	3.45	9.03	3.50	8.28	26.84				
Average Lot Size	96	68	71	47	NA	282				
	14,148	22,125	16,273	3,860	NA	14,892				
Phase										
	Nine	One	Two	Three	Four	Five	Six	Seven	Eight	Total
Phase Net Acreage	7.15	29.43	17.36	11.25	14.97	8.9	19.31	26.2	16.57	151.14
Wetlands	0	0.00	0.00	0.00	4.53	0.00	0.00	0.00	0.00	4.53
Phase Gross Acreage	7.15	29.43	17.36	11.25	10.44	8.90	19.31	26.20	16.57	146.61
Non-Wetland Open Space Provided	4.98	3.05	0.22	1.32	2.96	3.5	1.49	3.7	1.09	22.31
Total Open Space Provided	4.98	3.05	0.22	1.32	7.49	3.5	1.49	3.7	1.09	26.84
Open space required	1.05	4.30	2.54	1.65	2.19	1.30	2.82	3.83	2.42	22.11
Cumulative surplus/deficit	3.93	2.68	0.36	0.04	5.34	7.53	6.20	6.07	4.73	4.73
Lots	0	49	28	20	18	47	43	38	39	282
Overall										
Acres					Open Space Summary					
Total Site	151.14	acres		Total Open Space Required:	22.11					
Wetlands	4.53	acres		Total Non-Wetland Open Space Provided:	22.31					
Gross Acreage	146.61	acres		Total Wetland Open Space Provided:	4.53					
Roads	26.33	acres		Total Open Space Provided:	26.84					
Open Space	26.84	acres		Extra Open Space:	4.73					
Number of Lots	282									
Average Lot Size	14,892	square feet								

MS



	PSOMAS 2521 East Coliseum Parkway, Suite 120 Oak Lawn, Ill. 60452 (815) 270-2777 (800) 274-5762 (FAX)	EXHIBIT B SCHICK FARM PRELIMINARY PLAT	07-20-05
	PSOMAS PSOMAS LFM		1" = 150' 8/20/13

111

Parcel Vesting Information
01/10/1991 to Present
Serial Number: 11-088-0027

Location

Location: 4 N 1 W 31 ALL

Location: 4 N 1 W 32 ALL

Vested Owners

FIELDSTONE HOMES UTAH LLC

Tax District

33 KAYSVILLE ABC

Legal Description

BEG AT A PT ON AN EXIST FENCELN, SD PT BEING S 89°56'00" W 313 50 FT ALG THE 1/4 SEC LINE & S 40°00'00" E 261.82 FT & N 49°45'00" E 266 50 FT FR THE E 1/4 COR OF SEC 31-T4N-R1W SLM & RUN TH N 38°50'59" W 757 84 FT ALG SD FENCELN TO A FENCE COR; TH N 49°46'12" E 245 42 FT ALG A FENCELN TO A FENCE COR; TH S 39°33'11" E 757 58 FT ALG A FENCELN, TH S 49°45' W 254 73 FT TO THE POB. CONT 4.35 ACRES.

Parcel Vesting Information

10/12/2004 to Present

BK 3878 PG 351

Serial Number: 11-090-0017

Location

Location: 4 N 1 W 31 SE

Location: 4 N 1 W 32 SW

Vested Owners

FIELDSTONE HOMES UTAH LLC

Tax District

34 KAYSVILLE ABH

Legal Description

BEG AT THE SW COR OF SEC 32-T4N-R1W, SLM, & RUN ALG THE SEC LN S 89°54'19" W 131.05 FT TO AN EXISTING FENCE LN, TH N 39°20'33" W 871.23 FT ALG SD FENCE LN TO THE S'LY R/W LN OF SCHICK LANE, TH ALG SD S'LY R/W LN N 50°26'41" E 336.96 FT; TH S 41°39'58" E 1188.16 FT; TH S 89°54'47" W 366.30 FT TO THE POB CONT 8.44 ACRES

Parcel Vesting Information

09/03/2004 to Present

BK 3878 PG 352

Serial Number: 11-093-0033

Location

Location: 4 N 1 W 31 SE

Location: 4 N 1 W 32 SW

Vested Owners

FIELDSTONE HOMES UTAH L L C

Tax District

34 KAYSVILLE ABH

Legal Description

BEG ON SEC LN 5 55 CHS, M/L, E FR SW COR OF SEC 32-T4N-R1W, SLM, E 6.10 CHS TO BNDRY LN AGMT 3316-713, TH ALG SD AGMT N 43°19'24" W 1451 53 FT, S 50°0' W 3 97 CHS TO BNDRY LN AGMT 3617-420, TH ALG SD AGMT S 41°39'58" E 17 90 CHS, M/L, TO BEG CONT 8 73 ACRES (NOTE, THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

10/04/2004 to Present

BK 3878 PG 353

Serial Number: 11-093-0035

Location

Location: 4 N 1 W 31 SE

Location: 4 N 1 W 32 SW

Vested Owners

FIELDSTONE HOMES UTAH LLC

Tax District

34 KAYSVILLE ABH

Legal Description

A PARCEL OF LAND LYING & SIT IN THE SE 1/4 OF THE SE 1/4 OF SEC 31 & THE SW 1/4 OF SEC 32-T4N-R1W, SLM, OUT OF BLK 22 OF THE JAMES ROBIN'S SURVEY & A PORTION OF BLKS 1 & 6, & BLKS 2, 4 & 5 OF THE DAVID DAY'S SURVEY, ALSO DESC AS SERIAL NO 11-093-0005, 11-093-0006 & A PORTION OF 11-093-0001 IN THAT QCD, ENTRY 1653651, BK 5787, PG 501-507 BASIS OF BEARING FOR SUBJECT PARCEL BEING N 00°05'03" E 2642 10 FT (N 00°05'30" E 2641 74 FT PER DAVIS CO SURVEY) BETWEEN THE DAVIS CO BRASS CAP MONU MONUMENTALIZING THE E LN OF THE SE 1/4 OF SD SEC 31, SUBJECT PARCEL BEING MORE PART'LY DESC AS FOLLOWS: BEG AT A PT IN A WIRE FENCE, SD PT BEING THE W'LY MOST CORNER OF BLK 22, JAMES ROBIN'S SURVEY & A PT ON THE W LN OF THE SW 1/4 OF SD SEC 32, SD PT BEING LOCATED N 00°05'03" E 823 74 FT COINCIDENT WITH SD W LN FR THE DAVIS CO BRASS CAP MONU MONUMENTALIZING THE SW COR OF SD SEC 32, TH N 43°19'24" W 320 86 FT ALG SD FENCE LN & COINCIDENT WITH THE W'LY LN OF SD BLK 22 TO THE S'LY R/W LN OF HWY 9, DAVIS CO ROAD SURVEY, ALSO KNOWN AS SCHICK LANE, TH N 50°26'41" E 1408 00 FT COINCIDENT WITH SD S'LY R/W TO THE INTERSECT WITH A WIRE FENCE COURSING SE'LY, TH S 39°38'35" E 824 90 FT ALG SD SE'LY COURSING FENCE TO A PT OF INTERSECT WITH A SW'LY COURSING FENCE LN; TH S 47°48'50" W 180 76 FT ALG SD FENCE LN TO A FENCE COR, TH S 38°28'22" E 605 43 FT ALG A WIRE FENCE LN, TH S 38°21'32" E 438 57 FT ALG SD FENCE LN TO A 5/8" REBAR & CAP STAMPED "CNLS" MONUMENTALIZING THE NW COR OF RUBICON INVESTMENTS PARCEL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS FILE NO 2832 IN SD SURVEYOR'S OFFICE, TH S 38°21'47" E 147 51 FT (S 38°22'00" E 147 49 FT PER SD R O S) ALG SD WIRE FENCE TO A 5/8" REBAR & PLASTIC CAP STAMPED "CNLS" MONUMENTALIZING THE SW COR OF SD RUBICON INVESTMENTS PARCEL SD PT ALSO BEING THE NW COR OF THE FLINT PARCEL AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED AS FILE NO. 3897 IN THE OFFICE OF THE DAVIS CO SURVEYOR, TH S 37°58'19" E 330 22 FT (S 38°03'27" E 330 39 FT PER SD R.O.S) ALG SD FENCE LN & THE PROLONGATION THEREOF TO A PT ON THE S LN OF SD 1/4 SEC, TH S 89°54'47" W 1425.58 FT COINCIDENT WITH THE S LN OF SD SW 1/4 SEC TO THE SW COR OF BLK 2, DAVID DAY'S SURVEY; TH N 43°19'24" W 1130 67 FT ALG A FENCE LN & COINCIDENT WITH THE W'LY LN OF SD BLK 2 TO THE POB CONT 54 29 ACRES

Parcel Vesting Information**10/04/2004 to Present**
Serial Number: 11-093-0037**BK 3878 PG 354****Location**

Location: 4 N 1 W 31 SE**Location: 4 N 1 W 32 SW****Vested Owners**

FIELDSTONE HOMES UTAH LLC

Tax District

34 KAYSVILLE ABH

Legal Description

A PARCEL OF LAND LYING & SIT IN THE SE 1/4 OF SEC 31, & THE SW 1/4 OF SEC 32-T4N-R1W, SLM, BASIS OF BEARING FOR SUBJECT PARCEL BEING N 00°05'03" E (N 00°05'30" E PER DAVIS CO) 2642 10 FT (MEASURED) BETWEEN THE STANDARD DAVIS CO BRASS CAP MONU MONUMENTALIZING THE E LN OF THE SE 1/4 OF SD SEC 31, SUBJECT PARCEL BEING MORE PARTLY DESC AS FOLLOWS: COMM AT THE SE COR OF SD SEC 31, TH N 00°05'30" E 1373.33 FT COINCIDENT WITH THE E LN OF SD SEC 31, TH PERP'LY S 89°54'47" E 83 94 FT TO THE N R/W LN OF HWY 9, DAVIS CO HWY SURVEY, ALSO KNOWN AS SCHICK LANE (49 50 FT) & THE POB, TH N 39°33'20" W 210 00 FT, TH N 50°26'40" E 226.05 FT, TH N 39°33'15" W 384 00 FT, TH N 50°26'40" E 300 00 FT; TH S 39°33'15" E 594 00 FT TO THE N R/W LN OF SD HWY 9, TH S 50°26'41" W 526 04 FT COINCIDENT WITH SD R/W LN TO THE POB CONT 5 18 ACRES

Parcel Vesting Information**11/08/2004 to Present**
Serial Number: 11-093-0038**BK 3878 PG 355****Location**

Location: 4 N 1 W 32 W 1/2

Vested Owners

FIELDSTONE HOMES UTAH LLC

Tax District

34 KAYSVILLE ABH

Legal Description

BEG AT A PT ON AN EXIST FENCELINE, SD PT BEING S 89°56'00" W 313 50 FT ALG THE 1/4 SEC LINE & S 40°00'00" E 261 82 FT & N 49°45'00" E 266.5 FT FR THE E 1/4 COR OF SEC 31-T4N-R1W SLM; & RUN N 49°45' E 254.73 FT, TH S 39°33'11" E 186 63 FT, M/L, ALG A FENCE LN, TH S 50°39'27" W 259 53 FT, TH N 39°16'06" W 186 63 FT ALG A FENCE LN TO THE POB ALSO BEG AT A PT WH IS N 0°05'30" E 1721 86 FT & S 89°54'47" E 478 30 FT TO THE PROPOSED NORTH LN OF SCHICK LANE & THE POB & RUN TH N 50°26'32" E 259.53 FT ALG SD PROPOSED LN, TH S 39°46'04" E 33 00 FT, M/L, TH S 50°24'37" W 259 53 FT, TH N 39°46'04" W 33 00 FT TO THE POB CONT 1 147 ACRES (NOTE, THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY)

Parcel Vesting Information**11/08/2004 to Present****BK 3878 PG 356****Serial Number: 11-093-0039****Location**

Location: 4 N 1 W 31 SE

Location: 4 N 1 W 32 SW

Vested Owners

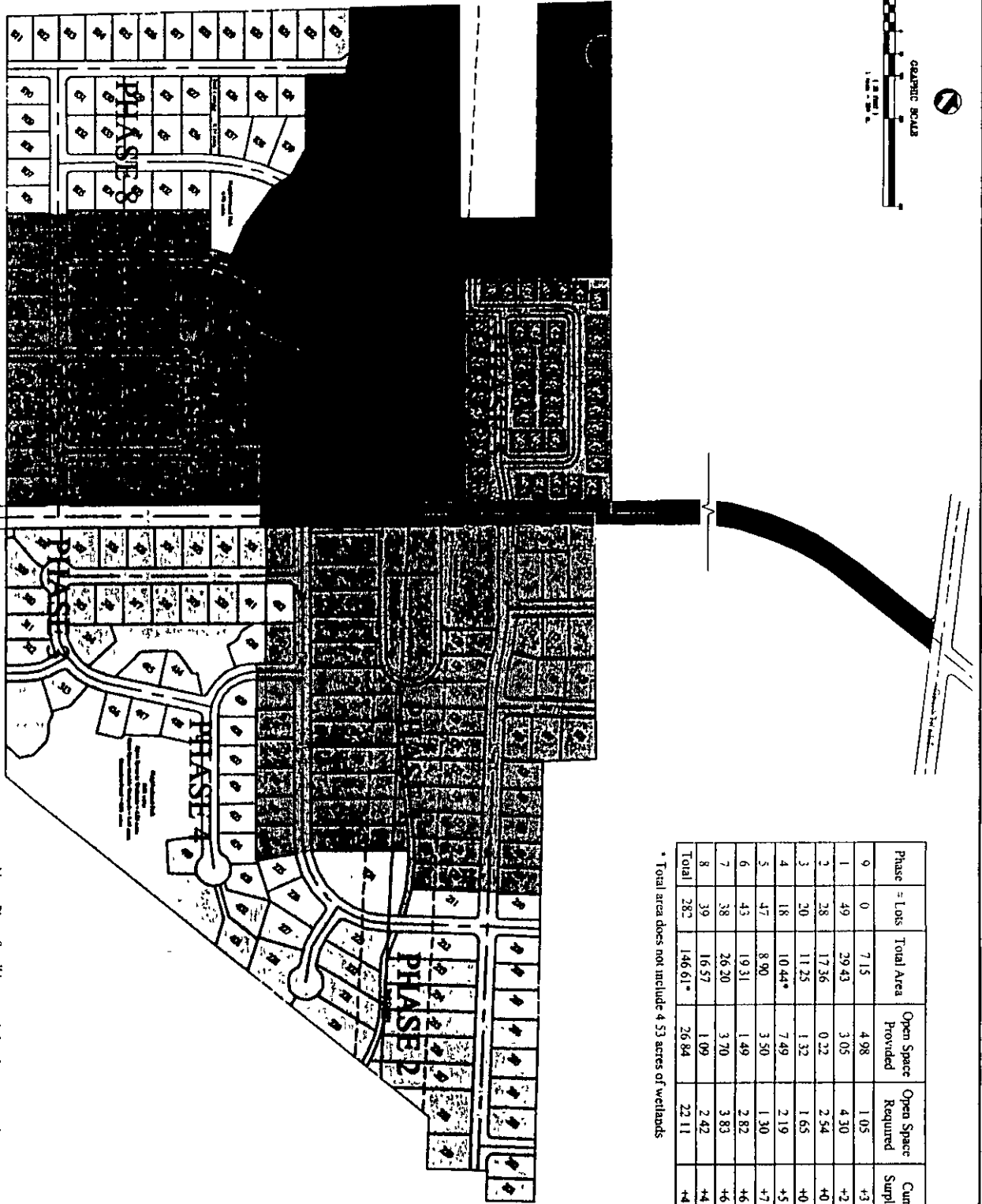
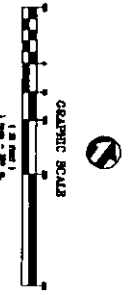
FIELDSTONE HOMES UTAH LLC

Tax District

34 KAYSVILLE ABH

Legal Description

A PARCEL OF LAND LYING & SIT IN THE SE 1/4 OF SEC 31, & THE SW 1/4 OF SEC 32-T4N-R1W, SLM, BASIS OF BEARING FOR SUBJECT PARCEL BEING N 00°05'03" E (N 00°05'30" E PER DAVIS CO) 2642.10 FT (MEASURED) BETWEEN THE STANDARD DAVIS CO BRASS CAP MONU MONUMENTALIZING THE E LN OF THE SE 1/4 OF SD SEC 31, SUBJECT PARCEL BEING MORE PARTLY DESC AS FOLLOWS: COMM AT THE SE COR OF SD SEC 31, TH S 00°05'30" W 305.32 FT COINCIDENT WITH THE E LN OF SD SEC 31, & S 50°39'27" W 21.97 FT FR THE W 1/4 COR OF SEC 32-T4N-R1W, SLM, & RUN TH N 39°33'15" W 221.11 FT TO THE S'LY LN OF KAYSCREEK ESTATES PHASE ONE, TH N 50°53'56" E 244.49 FT (N 50°54'00" E PER KAYSCREEK PLAT) TO A #5 REBAR & PLASTIC CAP STAMPED "PSOMAS ENG" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY PERFORMED BY PSOMAS & CERTIFIED BY DAVID E HAWKES, PLS, FILED WITH THE DAVIS CO SURVEYOR AS FILE NO. 003973, TH S 39°25'42" E 211.11 FT; TH S 50°26'41" W 242.30 FT COINCIDENT WITH SD R/W TO THE POB CONT 1.24 ACRES (NOTE, THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I D PURPOSES IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



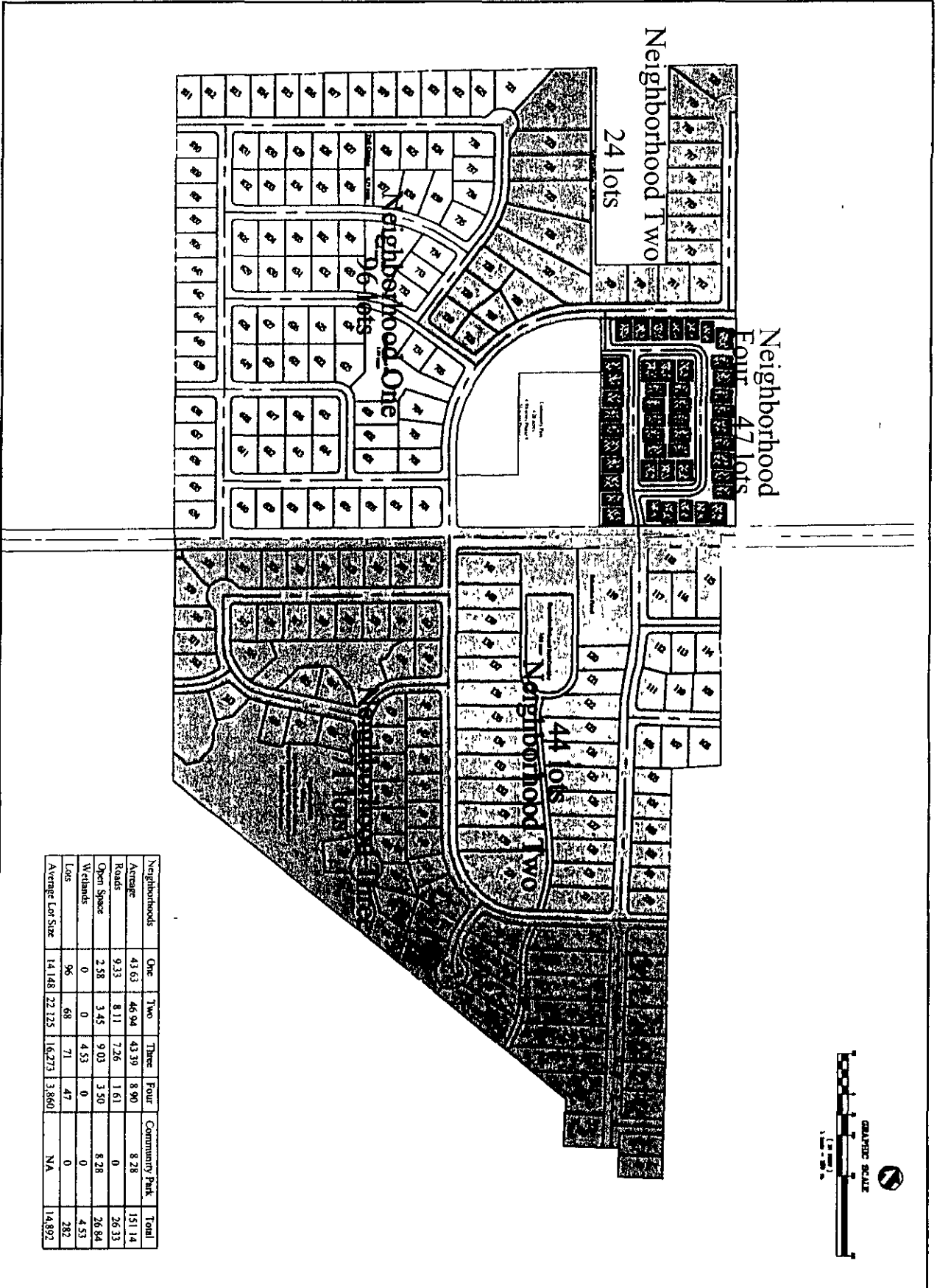
Phase = Lots	Total Area	Open Space Provided	Open Space Required	Cumulative Surplus/Deficit
9	0	4.98	1.05	+3.93
1	49	29.43	3.05	+2.68
2	28	17.36	0.22	+0.36
3	20	11.25	1.32	+0.04
4	18	10.44*	2.19	+5.34
5	17	8.90	1.30	+7.53
6	43	19.31	1.49	+6.20
7	38	26.20	3.70	+6.07
8	39	16.57	1.09	+4.73
Total	282	146.61*	26.84	+4.73

* Total area does not include 4.53 acres of wetlands

Note: Phase 9 will be recorded and constructed prior to or concurrent with Phase 1

 PSOMAS 3525 East Chrysalis Parkway, Suite 120 Denver, CO 80231 (303) 751-1100	EXHIBIT C SCHICK FARM PHASING PLAN	DATE: 07-20-05 SCALE: 1" = 100' SHEET: 1 OF 11
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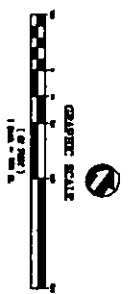
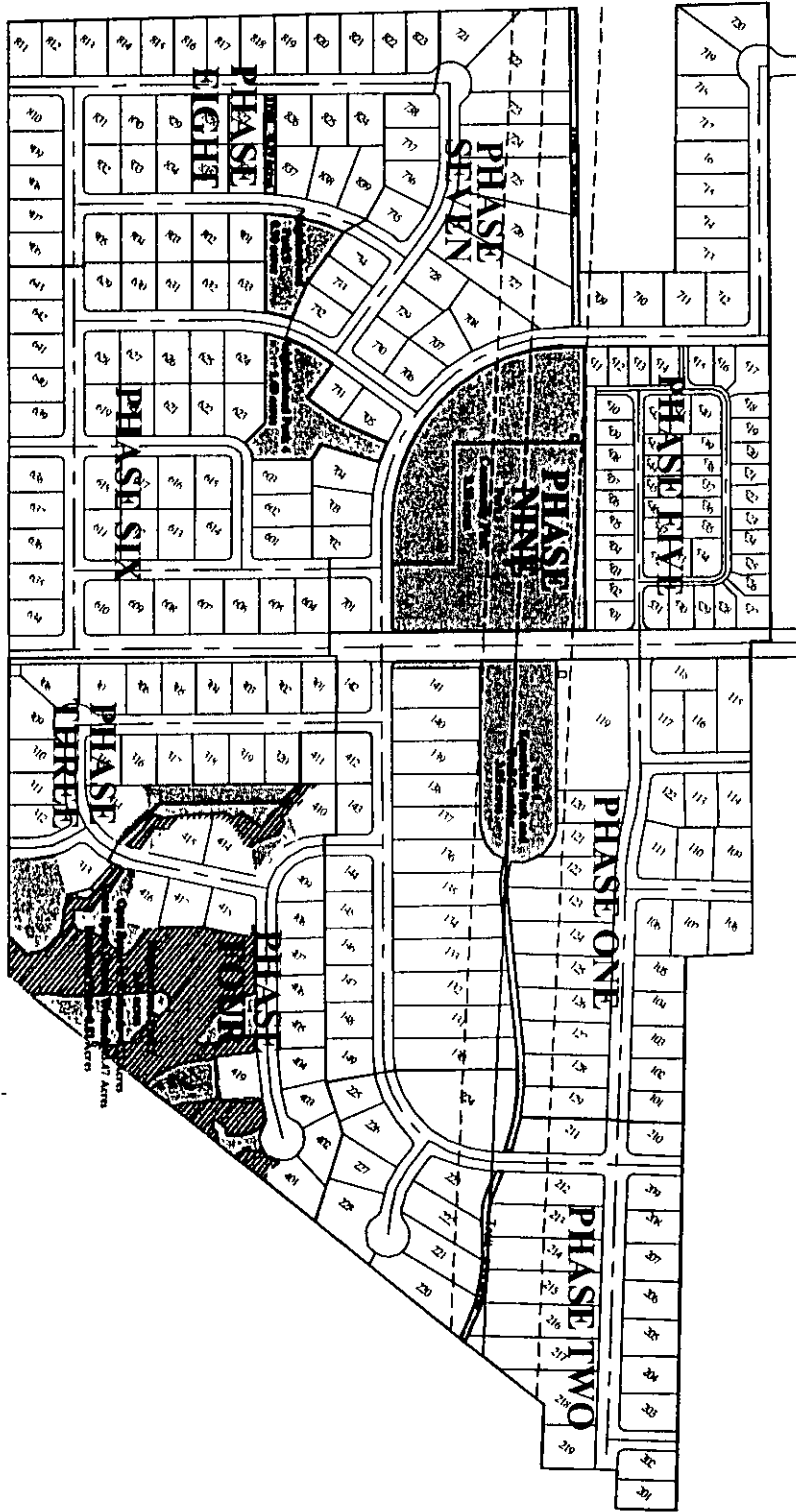
116



Neighborhoods	One	Two	Three	Four	Community Park	Total
Average	43.63	46.94	43.39	8.90	8.28	151.14
Roads	9.33	8.11	7.26	1.61	0	26.33
Open Space	2.58	3.45	9.03	3.50	8.28	26.84
Wetlands	0	0	4.53	0	0	4.53
Uses	96	68	71	47	0	282
Average Lot Size	14,148	22,125	16,273	3,860	N/A	14,892

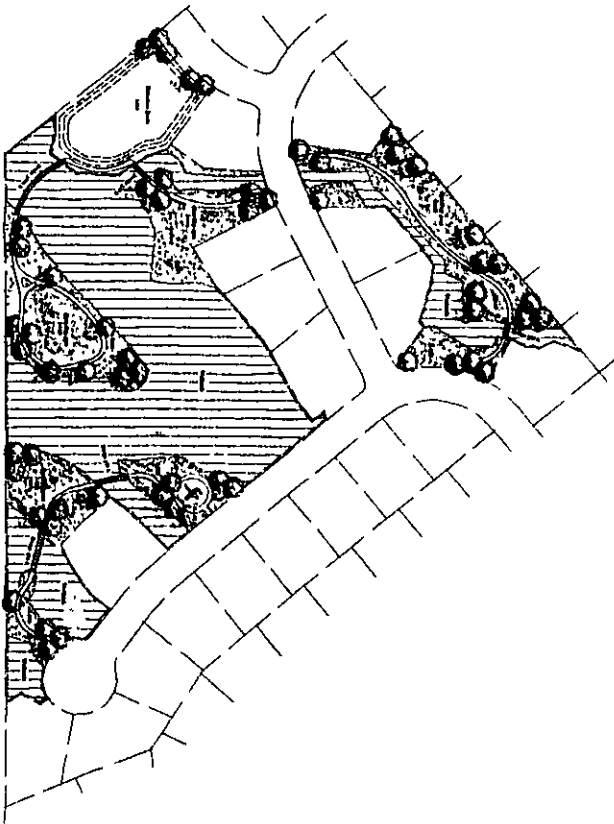


Note: Phase 9 will be recorded and constructed prior to Phase 1

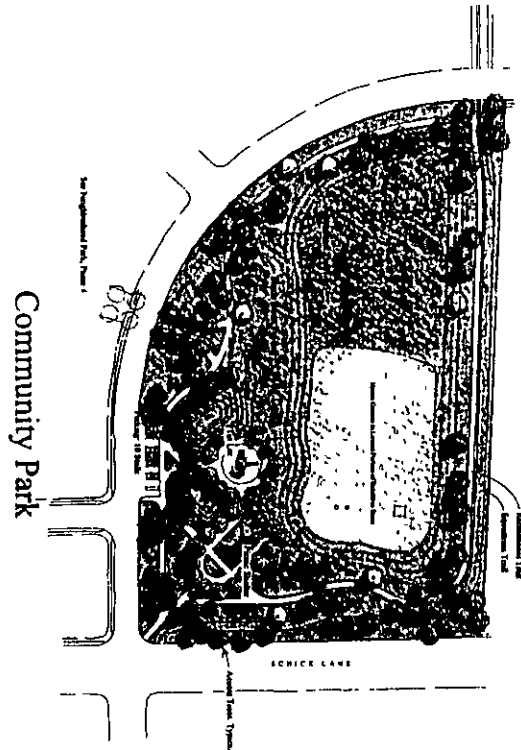


<table border="1"> <tr> <td>DATE</td> <td>07-20-08</td> </tr> <tr> <td>DRAWN BY</td> <td></td> </tr> <tr> <td>SCALE</td> <td>1" = 150'</td> </tr> </table>	DATE	07-20-08	DRAWN BY		SCALE	1" = 150'	<p>PSOMAS</p> <p>235 East Greenwood Parkway, Suite 170 124 Lake City, New York, NY 11043 (917) 770-0777 (NY) 770-5252 (PA)</p>	<p>EXHIBIT F SCHICK FARM OPEN SPACE PLAN</p>	<p>DATE</p>
	DATE	07-20-08							
	DRAWN BY								
SCALE	1" = 150'								
<p>BY</p>	<p>NO</p>								
<p>DATE</p>	<p>BY</p>								

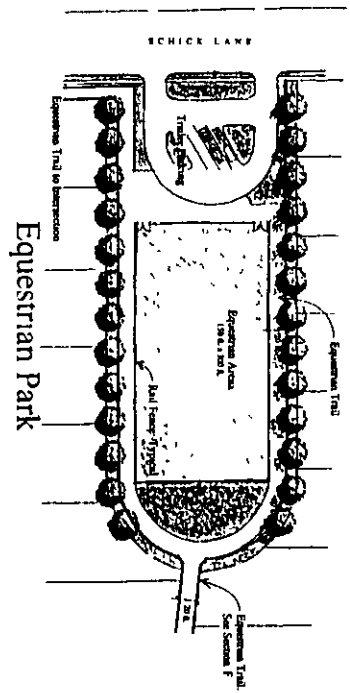
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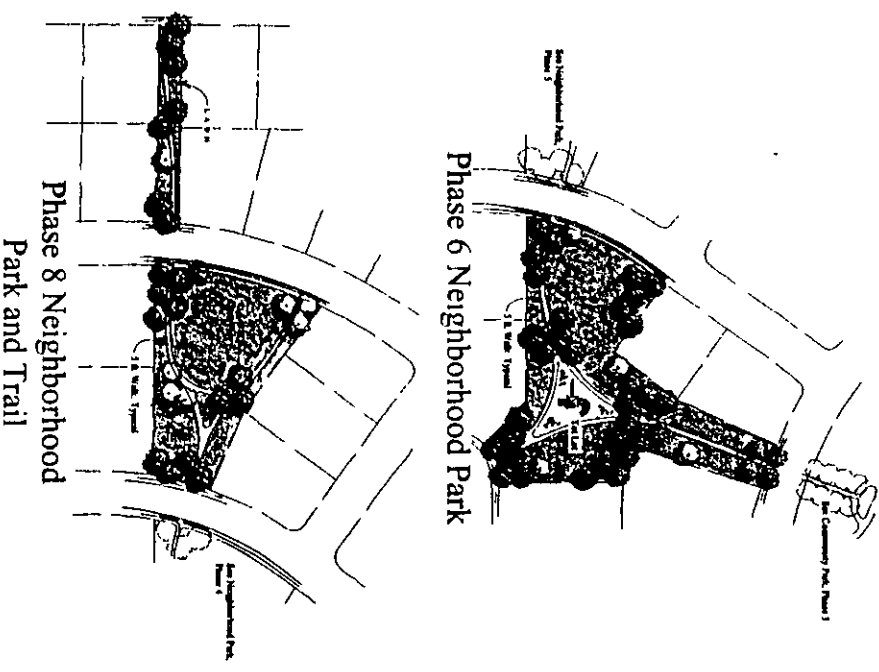
Phase 4 Neighborhood Park



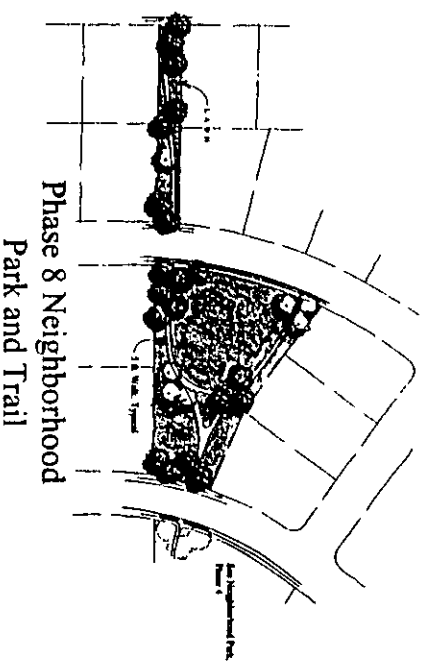
Community Park



Equestrian Park



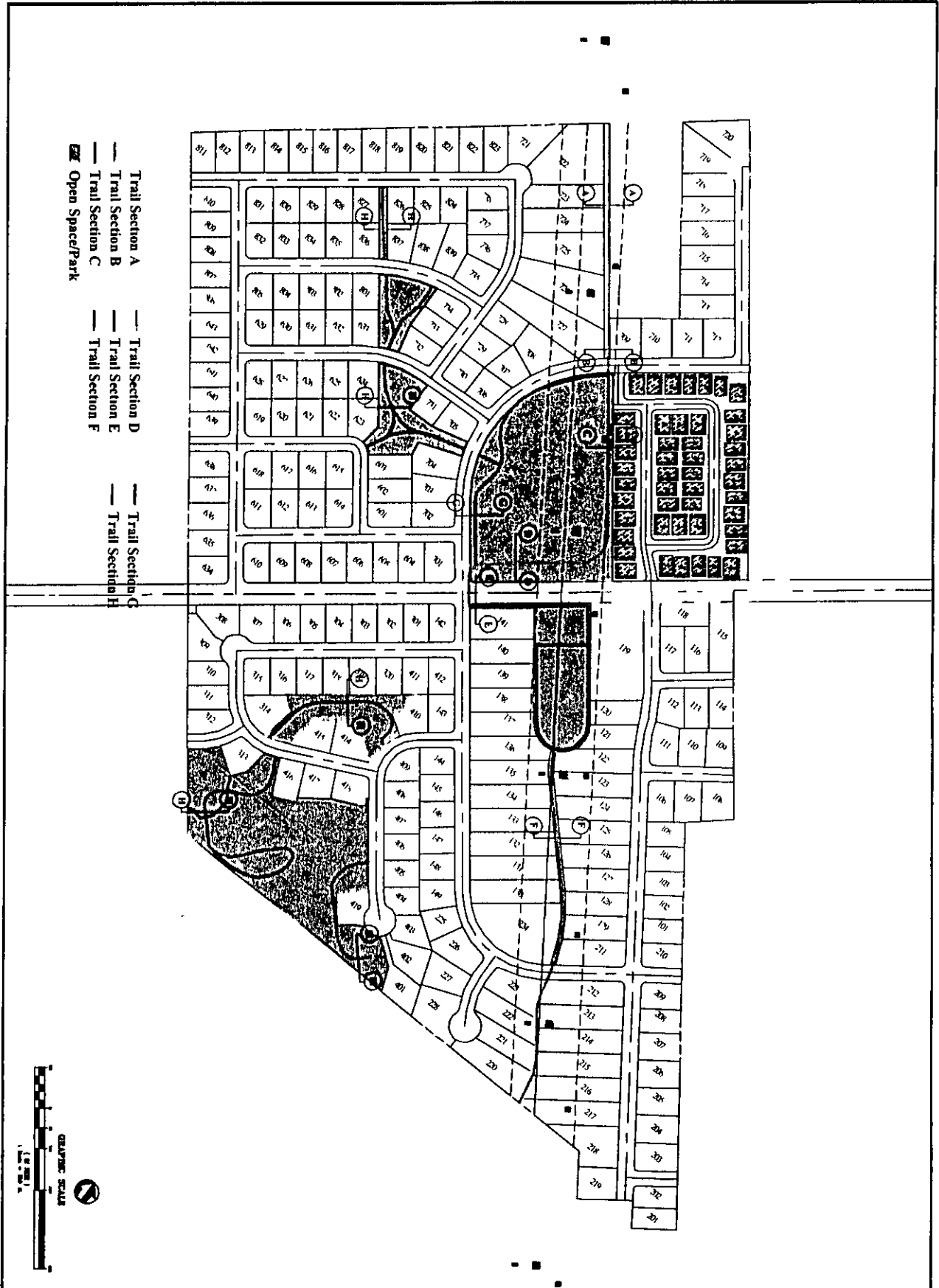
Phase 6 Neighborhood Park



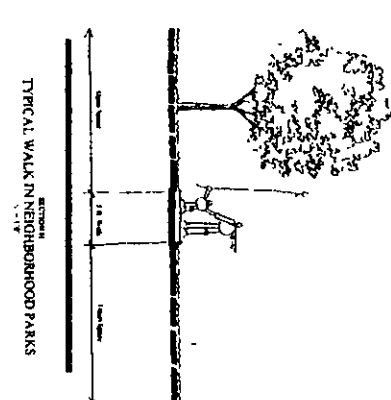
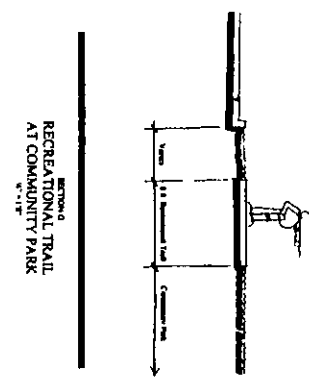
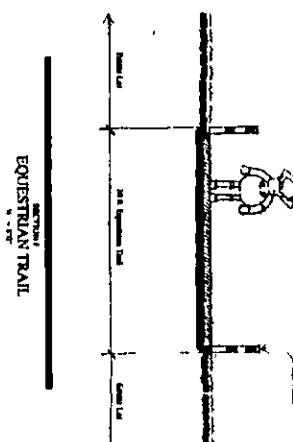
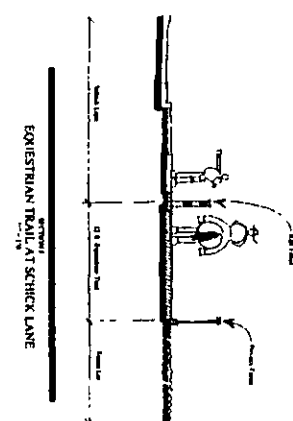
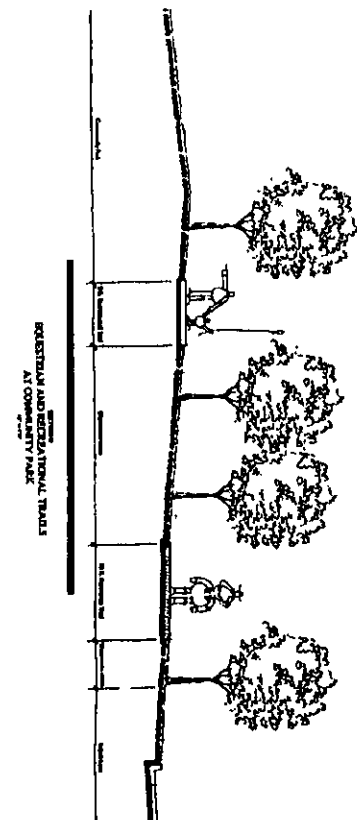
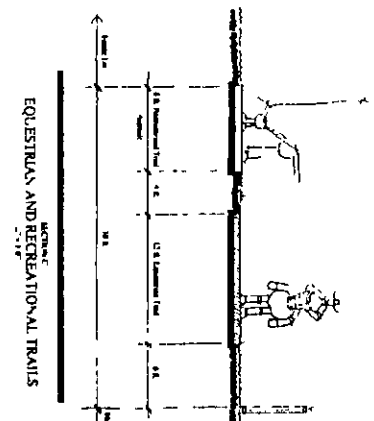
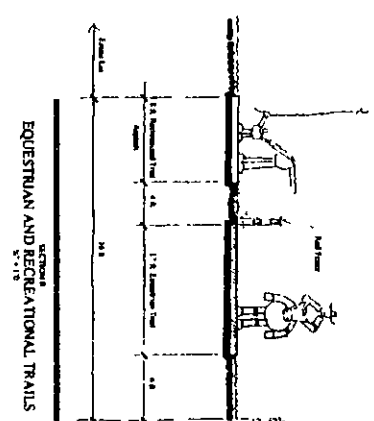
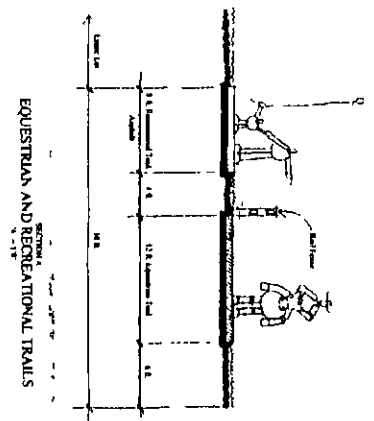
Phase 8 Neighborhood Park and Trail

Part for Griffin Downs

	<p>PSOMAS 2025 East Cottonwood Parkway, Suite 120 Salt Lake City, Utah 84121 (801) 270-5777 (801) 270-5782 (FAX)</p>	<p>EXHIBIT G SCHICK FARM PARK CONCEPT PLANS</p>		<p>07-20-05</p>	
		<p>Map Date</p>		<p>NTS</p>	
		<p>Scale</p>		<p>BY ECI/LSO</p>	
		<p>Drawn</p>		<p></p>	





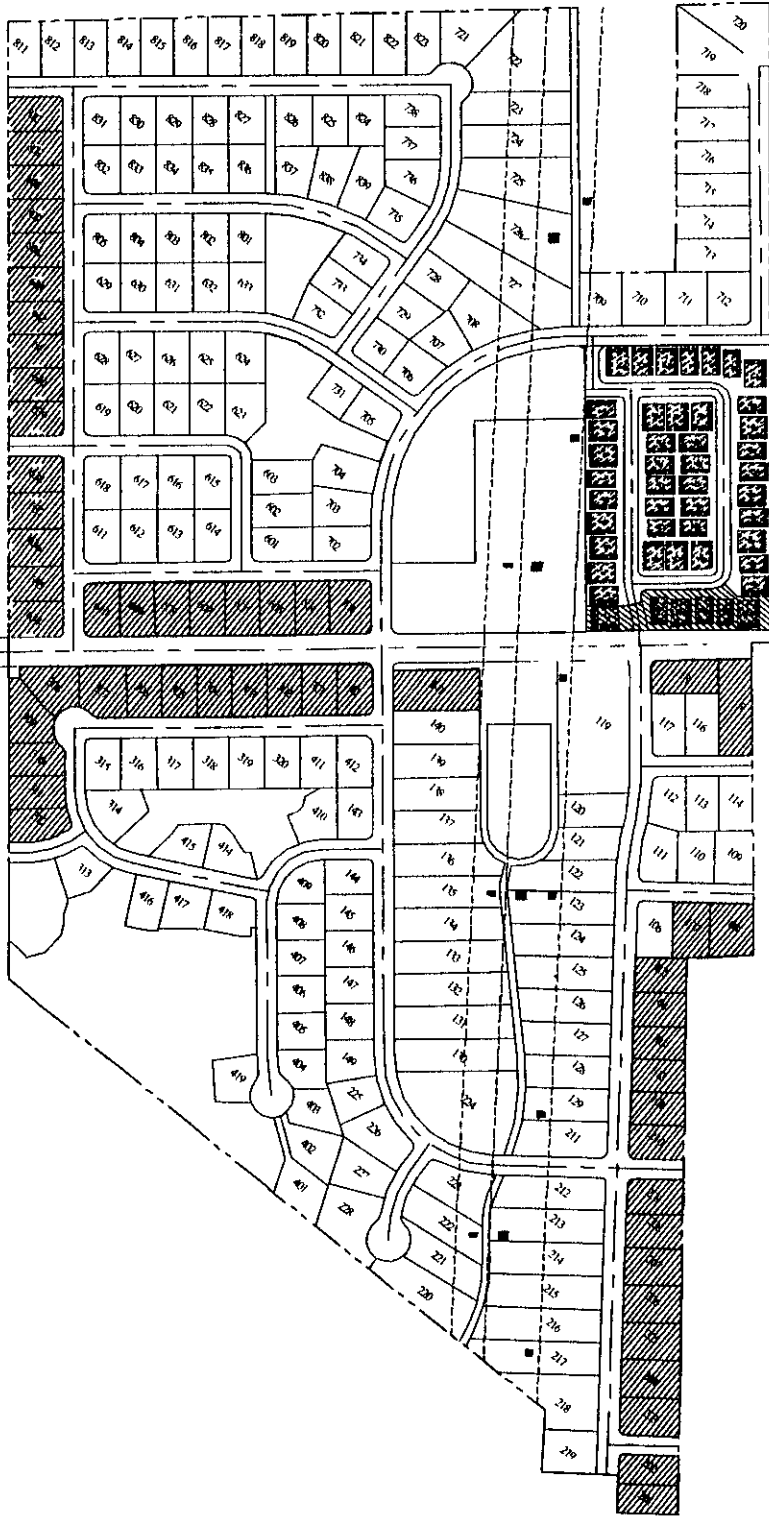
PSOMAS 250 East Commercial Parkway, Suite 123 East Troy, NY 10924 (845) 336-2277 (415) 476-6200 (212)	PSOMAS DATE: 07-30-05 BY: [Signature] CITY: NY STATE: NY COUNTY: [Blank]	EXHIBIT H SCHICK FARM TRAIL PLAN	SHEET NO: 07-30-05 SCALE: 1" = 150' PROJECT NO: #E0115
	1 1		



PKT for Griffin Jones

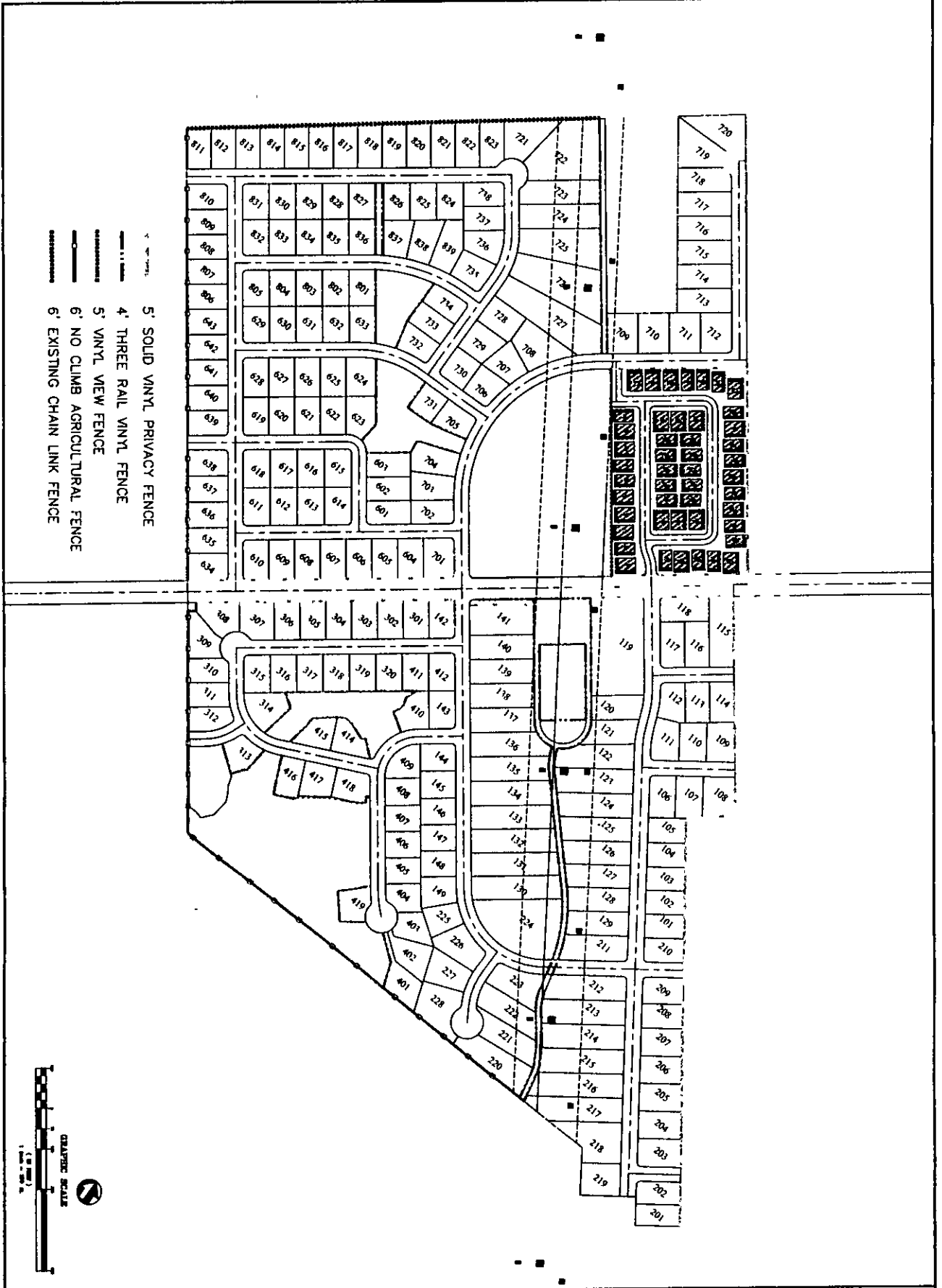
	PSOMAS 2525 East Coliseum Parkway, Suite 120 Salt Lake City, Utah 84121 (801) 270-5777 (801) 270-5782 (FAX)	EXHIBIT I SCHICK FARMS TRAIL CROSS SECTIONS	DATE: 07-20-05 DRAWN BY: NTS CHECKED BY: NTS SCALE: 1/4" = 1'-0"
	1 1		
	1 1		
	1 1		

 REAR ELEVATIONS RESTRICTED LOTS
 NEIGHBORHOOD 4 REAR ELEVATIONS RESTRICTED LOTS

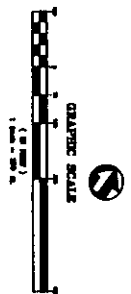


	PSOMAS 11/11 1/11 1/11	PSOMAS 2525 East Cambridge Parkway Suite 100 Salt Lake City, Utah 84113 (801) 276-8777 (fax) 276-8782 (914)	EXHIBIT J SCHICK FARM REAR ELEVATIONS RESTRICTED LOTS		Date: 07-20-03 Plot No: Scale: 1" = 130' Sheet: 01/0115
	1 1				

111



- 5' SOLID VINYL PRIVACY FENCE
- 4' THREE RAIL VINYL FENCE
- 5' VINYL VIEW FENCE
- 6' NO CLIMB AGRICULTURAL FENCE
- 6' EXISTING CHAIN LINK FENCE



<p>PSOMAS</p> <p>1</p>	<p>PSOMAS</p> <p>223 East Coliseum Avenue, Suite 110 Fort Lee, NJ 07024 (801) 774-5777 (NJ) 761-6742 (PA)</p>	<p>EXHIBIT K</p> <p>SCHICK FARM</p> <p>DEVELOPER INSTALLED FENCING PLAN</p>	<p>07-20-09</p> <p>1" = 150'</p> <p>8/15/11</p>
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5/11