Lehi City Planning Dept 99 WMain #100 Lehi 11T 84042 IORDAN

DEVELOPMENT AGREEMENT JORDAN WILLOWS SUBDIVISION, PHASE II, PLAT J A PLANNED RESIDENTIAL DESIGN PROJECT

This Development Agreement is entered into as of this Branch day of Leboury,

2005, by and among the owners and developers of the Jordan Willows Subdivision, Phase

II, Plat J, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to

the development of a residential subdivision of real property within the corporate Limits of

Lehi City, Utah County, Utah.

ENT 22555:2005 PG 1 of 26
RANDALL A. COVINGTO
UTAH COUNTY RECORDS
2005 Mar 03 3:33 pm FEE 0.00 BY SN

RECITALS

Whereas, the Developer has sought approval of a 96 lot Planned Residential Design Project designated as Jordan Willows Subdivision, Phase II, Plat J, a copy of which is attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of

Development Agreements under appropriate circumstances where the proposed

development contains various features which advance the policies, goals and objectives of
the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space

Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily agrees to dedicate open space for the preservation of natural areas, parks and related purposes and other considerations in order to promote the policies, goals and objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the density of

the Planned Residential Design Project of Jordan Willows Subdivision, Phase II, Plat J, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:

- 1. The Developer shall create and approve restrictive covenants (Exhibit B) for the subject subdivision project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plat. Developer agrees to comply with restrictive covenants and enforce the same so long as Developer has standing to do so. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City.
- 2. Developer agrees to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners and purchasers of building lots will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual lot buyers will be notified of the

existing agricultural uses in the surrounding area with the following statements which will be included in the closing documents of the sale as well as on the recorded subdivision plat:

"This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities, and any er aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

- 3. Developer agrees to provide notification to all individual lot buyers of the proposed 106 foot Arterial Road right-of-way traversing the project as shown on the Lehi City Master Transportation Plan.
- 4. In satisfaction of Developer's park dedication requirement for Jordan Willows, Phase II, Plat J, pursuant to the provisions of the PRD overlay zone, the Developer has dedicated 59.59 acres of open space (including wetlands and future road right-of-way) to Lehi City by plat and by warranty deed.
- 5. Developer shall provide improvements and amenities for the open space area as shown on the approved preliminary landscape plan. These improvements and amenities will be bonded and constructed with a future plat as determined by Lehi City and shall consist (as a minimum) of the following:
 - a. An Asphalt Trail System (Trail placement and construction to be coordinated with Lehi City Parks Dept.)
 - b. Benches
 - c. 2 Tot Lots with Landscaped Play Areas, Including Sprinkling System.
 - d. Various Plants and Trees
 - d. Enhancements outlined in item #5 below
 - 6. In lieu of the sprinkling system and landscaping of the open space that is

typically required on a PRD, the Developer will trim the Russian Olive trees and remove unnecessary undergrowth/dead wood from the open space area and provide enhancements to the native vegetation areas, including the planting of other native tree and shrub species that are more desirable. The Utah Reclamation Mitigation and Conservation Commission should be contacted for enhancement suggestions. Water connections, however, will be required for the open space area as shown on the approved subdivision construction drawings and landscaping plan.

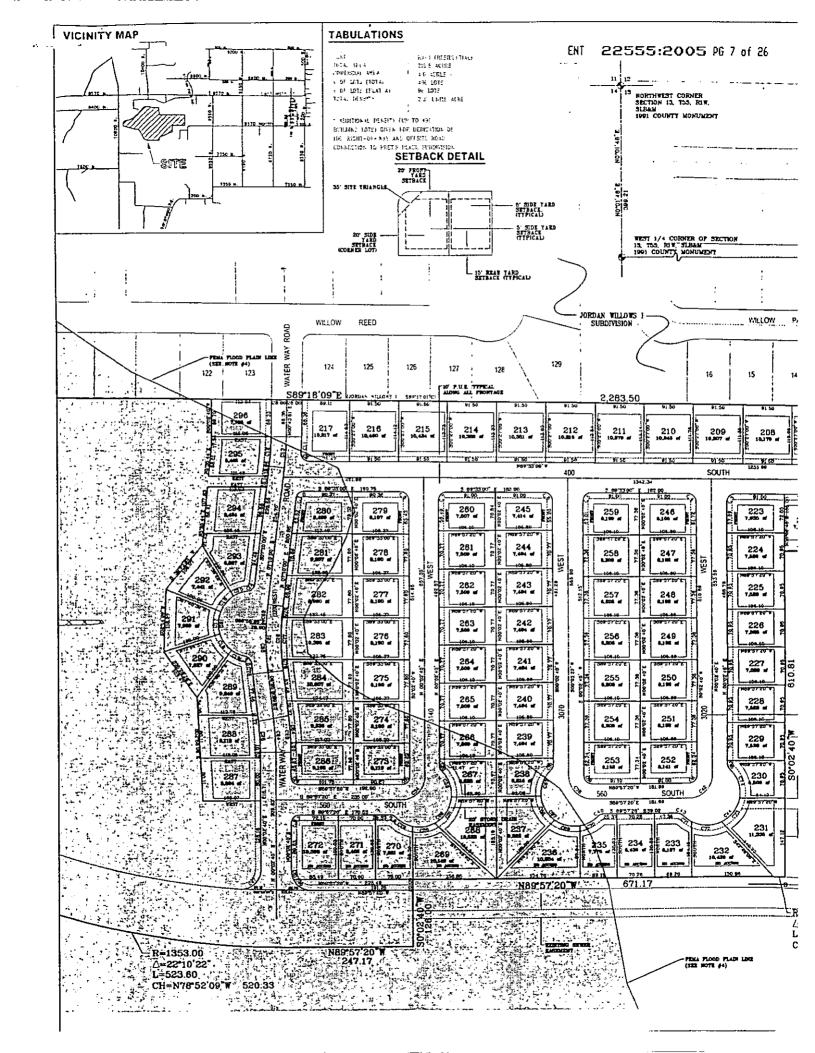
- 7. Developer will obtain proper permits and coordinate all construction of road crossings, trails, etc., through the wetland areas with the Army Corp of Engineers and Lehi City.
- 8. Developer acknowledges this area has historically experienced high ground water levels and occasionally even surface flooding due to the rising of Utah Lake in wet years.

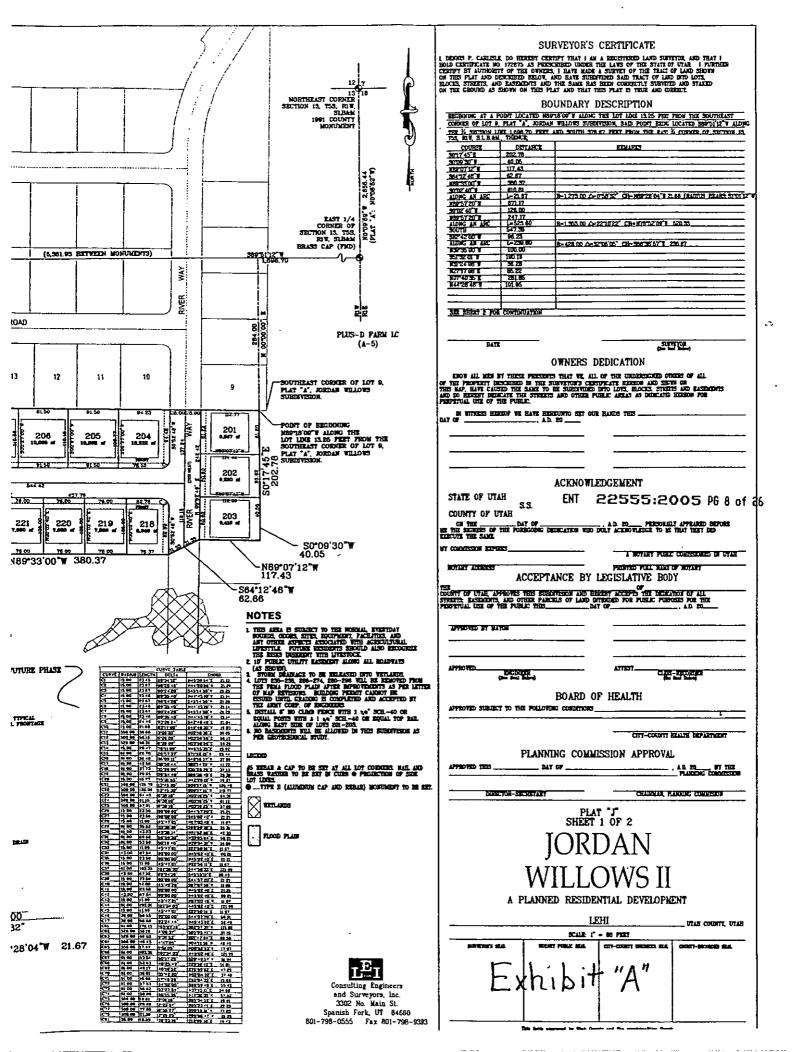
 Because of this, no basements will be allowed below the existing natural ground. Lehi City will not be responsible for damage resulting from high ground water or flooding.
- 9. Developer agrees to comply with architectural design standards specified in Section 16.050 of the Lehi City Development Code attached as Exhibit "C". The Architectural Committee will approve and sign all building plans prior to filing with Lehi City for a building permit. Typical approved elevations are attached as Exhibit "D".
- 10. Nothing in this agreement shall limit the City's future exercise of police power in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.
 - 11. The developer expressly acknowledges and agrees that nothing in this

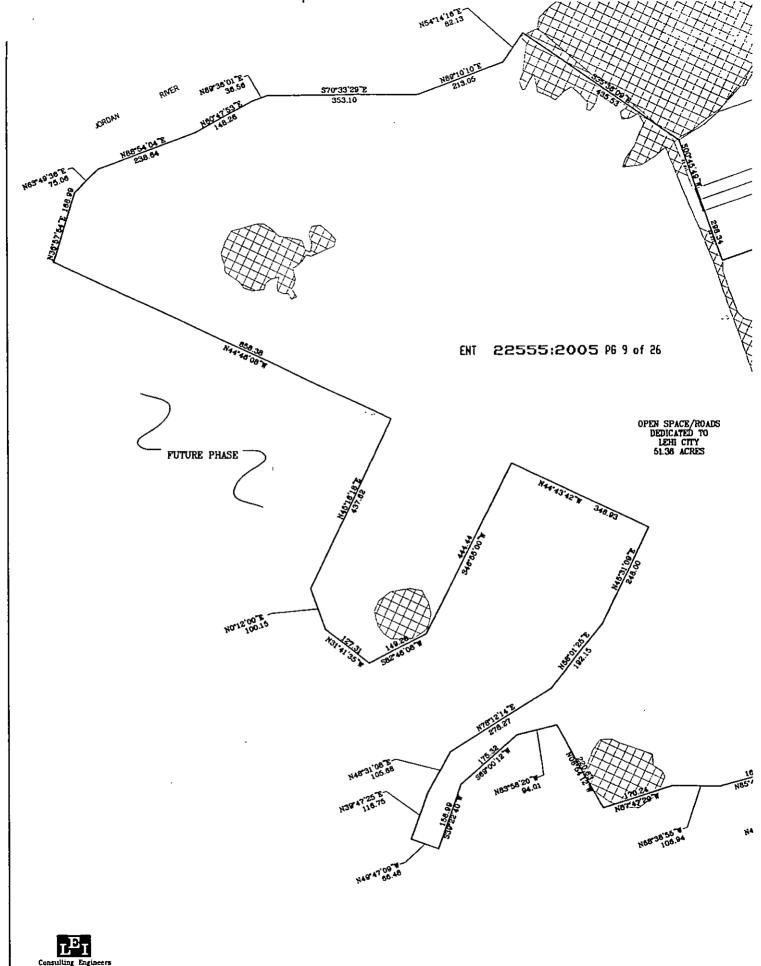
Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City's Development Code Ordinances and Design Standards and Public Improvement Specifications.

- 12. This Development Agreement shall be recorded against the property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of any portion of the property.
- 13. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.
- 14. This Development shall not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.
- 15. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

Dated: 2/18/05	Jordan Willows Subdivision, Phase II, Plat J
By: 11/1/2 /	By:
Its:	Its:
ASSISSANT SHEAFT DAY, FIFLDSTONE	
COMMUNITIES, INC., MANASENENTS MEMBER OF FIFEDITONE FORTERS, LLC.	
<u>ACKNOWLEDGMENT</u>	
STATE OF UTAH S.S.	
COUNTY OF UTAH	
On the <u>18</u> day of <u>Febr</u>	2005, personally appeared before
_ ,	the signer(s) of the foregoing document who
duly acknowledged to me that he/she/they did execute the same.	
My Commission Expires: Sept. 29,20	NOTARY PUBLIC
	NOTARY PUBLIC KAREN SUE CALDWELL 2855 E. COTTONWOOD PKWY. STE. 500 SALT LAKE CITY, UT 84121 MY COMMISSION EXPIRES SEPTEMBER 29, 2007 STATE OF UTAH
Dated: 2-24-05	Lehi City Corporation
	By: Kenneth J. Greenwood, Mayor
Attest:	
Connie Ashton, City Recorder	







Consulting Engineers and Surveyors, Inc. 3302 No. Main St. Spanish Fork, UT 84680 801-798-0555 Fax 801-798-3393

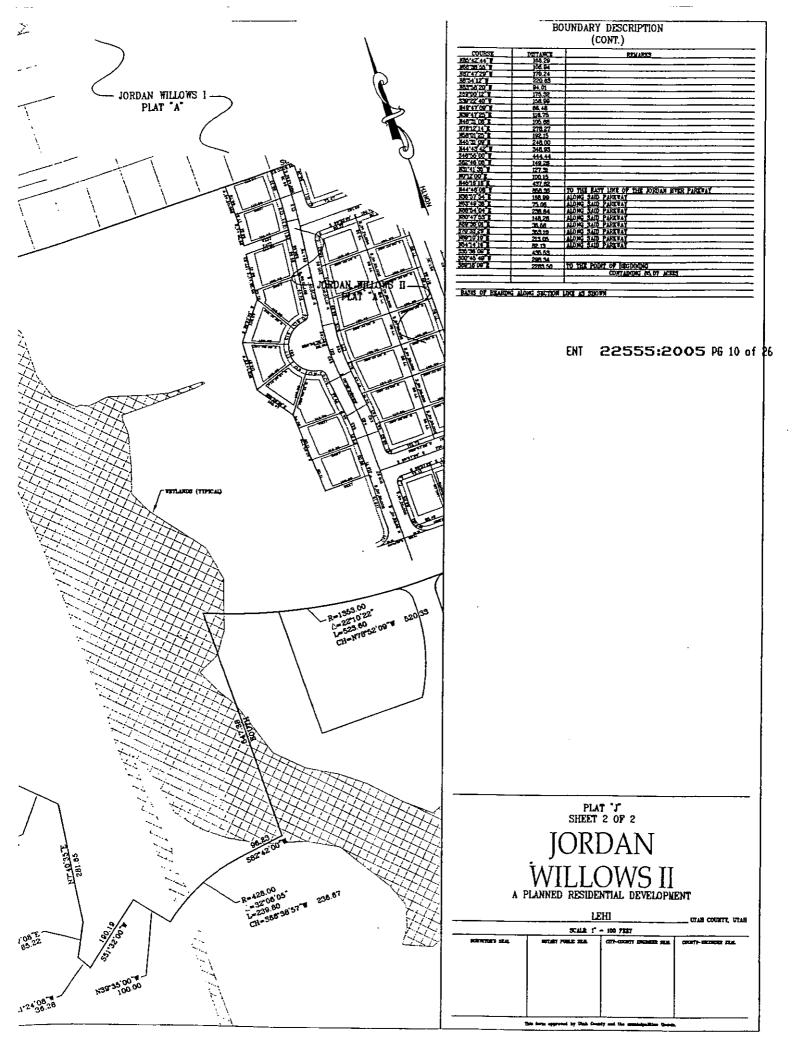


Exhibit "B"

ENT 22555:2005 PG 11 of 26

JANUARY 20, 2005

DECLARATION OF INCLUSION OF PLAT J OF THE JORDAN WILLOWS DEVELOPMENT WITHIN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR JORDAN WILLOWS DEVELOPMENT, UTAH COUNTY, UTAH

This Declaration of Inclusion is made this _____ day of January, 2004, by

Fieldstone Homes Utah, L.L.C., a Utah Limited Liability Company ("Fieldstone") referred to herein as "Declarant".

RECITALS

- A. Fieldstone is the owner of the following described real property (the "Plat J Property") located in Utah County, Utah, and known as Jordan Willows Development, Plat J:

 See the attached Exhibit" A"
- B. The Declarant previously caused to be recorded in the Office of the County Recorder for Utah County on November 21, 2003 at Entry No. 184944:2003, that certain Declaration of Covenants, Conditions and Restrictions for Jordan Willows Development Utah County, Utah, with respect to Phase 1 of the Jordan Willows Development located in Utah County, Utah (the "CC &R's").
- C. Pursuant to the terms of the CC&R's, the Declarant is permitted to subject

 Additional Property which is part of the Jordan Willows Development, including the Plat J

 Property, to the terms of the CC&R's.
- D. Declarant is now prepared to develop the Plat J Property and wishes to subject the Plat J Property to the CC&R's by this Declaration of Inclusion.
- E. All capitalized terms herein shall have the same meaning as those set forth in the CC&R's unless otherwise stated herein.

DECLARATION

Declarant hereby declares that all of the Lots within the Plat J Property shall be held, sold, conveyed, encumbered, leased, used, occupied and approved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in the CC&R's, all of

which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions, and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions set forth in the CC&R's are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interests in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The covenants, conditions and restrictions set forth in the CC&R's shall be binding upon the Declarant as well as its successors and interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights, in addition to such rights as may be described elsewhere in the CC&R's: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of temporary construction or sales office; (3) installation of maintenance of signs incidental to sales or construction, which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or in part, to one or more persons intending to construct homes within the Subdivision; (5) retention of Declarant's right s with respect to subsequent phases of the Subdivision; (6) construction of any improvements, including homes, by Declarant as approved by the City; (7) access over any lot for the installation of improvements; and (8) erection of permanent or

temporary signs for use during the selling and marketing of the project.

COVENANTS. CONDITIONS AND RESTRICTIONS

- 1. <u>Incorporation of CC&R's</u>. Declarant hereby incorporates the covenants conditions and restrictions set forth in the CC&R's as if repeated and fully set forth herein.
- 2. <u>Identification of Property.</u> The Plat J Property is identified in the CC&R's as a portion of the "Additional Property" and it is the intent of the Declarant to subject the Plat J Property to all of the rights, obligations, covenants, conditions and restrictions set forth in the CC&R's as if the Plat J Property were originally subject to the CC&R's at the time of its recording.

Executed on the date stated above.

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

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

Bv:

Johnson

STATE OF UTAH

: SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me Griffin Johnson, Manager of Fieldstone Homes Utah, L.L.C., a Utah corporation and managing member of Fieldstone Communities Inc.

NOTARY PUBLIC
KAREN SUE CALDWELL
2855 E. COTTONWOOD PKWY.
SYE. 500
SALT LAKE CITY, UT 84121
MY COMMISSION EXPIRES
SEPTEMBER 29, 2007
STATE OF UTAH

Karen Sue Caldwell

Exhibit "C"

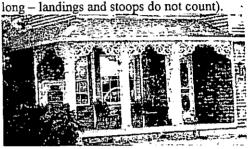
ENT 22555:2005 P6 15 of 26

Section 16.050. Architectural Standards. (New 8/12/03)

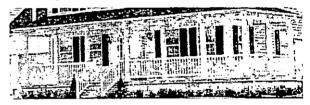
- A. Purpose. These architectural standards and criteria are intended to provide high quality neighborhoods that are aesthetically attractive and desirable places to live. The standards require variations in neighborhood appearance, a sense of individuality for each home, and street scenes that function well and have visual interest. In making neighborhoods a more attractive and desirable place to live, the City hopes to increase neighborhood longevity, create a greater sense of community pride, and provide a high quality of life for Lehi's citizens.
- B. Product Mix. Each PRD project shall provide a variety of home styles to insure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non repetitive, the same home elevation or homes with the same color scheme shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another.
- C. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wraparound architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wraparound porch, or facing the home on a diagonal towards the intersection.
- D. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The City encourages house plans where the garage does not extend forward of the main architecture of the home, and also encourages the use of side load/swing-in type garages.
- E. Architectural Features. The following architectural features are required for each home within a PRD based on the type of exterior materials used. Houses using siding (vinyl, aluminum, or other) as the exterior material must incorporate at least 12 of the following architectural features in their design; houses with a combination of siding and hard surface (ie. brick wainscoat or hard surface front with siding on side and rear) must incorporate at least 10 of the following architectural features in their design;

houses using all hard surface for exterior materials (brick, stucco, stone) must incorporate at least 8 of the following architectural features in their design. The architectural features selected must be appropriate to the architectural style of the home. Prior to issuance of a building permit within an approved PRD, the Chief Building Official shall verify that these architectural standards have been satisfied. The Chief Building Official may request input from the DRC, Planning Commission, and City Council as deemed necessary.

Front Porch (must be at least 4' wide and 4'



2. Wrap around porch.



3. Decorative gables, curved gables and dormers with 2' x 6' Facia that break up otherwise long, uninterrupted rooflines.



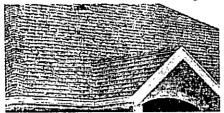
4. Hip roof or dutch hip roof with 2' x 6' Facia.



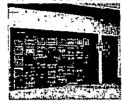
. 8/12 roof pitch or greater with 2' x 6' Facia.

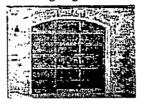


Architectural grade asphalt shingles and wood or simulated wood shake shingles.



Wood or simulated wood garage door.



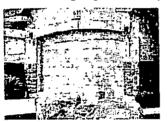


Decorative valance windows in garage door.



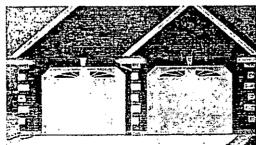


Arched garage door entry.





10. One large garage door split into two single doors.



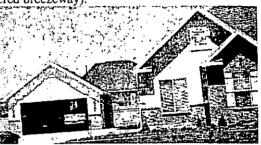
ENT 22555:2005 PG 16 of 26

11. Side entry garage with windows in the exterior garage wall that faces the front yard.

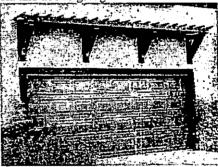


12. Full recess garages (with or without a cov-





13. Attached trellis beneath the garage roof fascia and above garage door header trims.



14. Overhead detached trellis forward of the garage, spanning the driveway



ENT 22555:2005 PG 17 of 26

15. Decorative front door including wood or simulated wood doors and doors with etched or stain glass windows.





16. Bay or bow window.





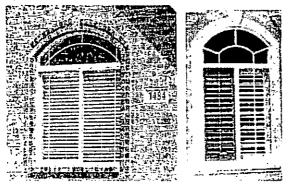
17. Oval, octagon or other feature window.







18. Arched window.



19. Oversized window(s) (larger than minimum building code requirement).



20. Decorative Window trim.







21. Decorative shutters and window mullions for all street facing windows (styles other than standard vinyl rectangular shutters are encouraged).





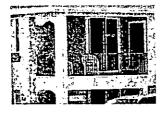
22. Decorative window planter boxes.



ENT 22555:2005 PG 18 of 26



24. Balconies (covered or open).





25. Decorative railings or porch columns.



26. Quoins corners, mullions, or similar decorative trim.



27. Cantilevers "Pop Outs" and setbacks to different parts of the home that break up otherwise long uninterrupted wall planes.



28. Decorative chimney or chimney accents and





Section 16.060. Combined Planned Residential Development and Subdivision Applications Permitted.

A subdivision plat may be approved concurrently with the approval of the Planned Residential Development. To do so, the applicant must request preliminary plat approval concurrently with the Planned Residential Development approval. The combined Planned Residential Development and subdivision application will be subject to the review and appeal procedures as contained in this Code and the subdivision procedures and requirements of this Code.

Section 16.070. Approval Process.

Planned Residential Developments (PRDs) are to be reviewed in a three-step process — Concept Plan, Preliminary Plat and Final Plat

A. Concept Plan. The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meetings to receive direction on project layout as well as discuss the procedure for approval, the

Exhibit "D"

