

PROPERTY DEVELOPMENT AGREEMENT

THIS PROPERTY DEVELOPMENT AGREEMENT (the "Agreement") is entered into effective as of this 13th day of March, 2017 by and between EDGE LAND 16, LLC, a Utah limited liability company ("Developer") and LEHI CITY, a municipal corporation of the state of Utah ("Lehi City") (both Developer and Lehi City will be referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS:

- A. Developer is the owner of certain undeveloped real property located in Lehi, Utah (the "Property"), specifically described in the attached Exhibit "A".
- B. Developer desires to develop, market and sell the Property as The Exchange, a single and multi-family development (the "Project"), with the current proposed development being outlined in the preliminary plan attached hereto as Exhibit "B" (the "Current Plan") ;
- C. As part of the development of the Project and in addition to any required private amenities, Developer will receive a waiver of park impact fees that would otherwise be payable by Developer with respect to the Project upon Developer's construction of a public park (see Exhibit "C") (the "Public Park").

NOW THEREFORE, in consideration of the terms, conditions and provisions hereinafter set forth, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement.
2. Existing Laws. Unless otherwise provided herein, this Agreement is not intended to modify the applicability of laws, ordinances, rules and regulations adopted by Lehi City as of the date hereof, including the applicable portions of Lehi City's zoning ordinances with respect to the construction and development of the Project on the Property.
3. Developer's Responsibilities.
 - a. Developer shall be responsible for all costs required to construct the Public Park.
 - b. Developer will work with the Lehi City Parks Division to provide a full design of the Public Park including all associated cost estimates for construction.
 - c. A preliminary design (50% design) of the Public Park will be submitted to and reviewed by the Parks Division and Lehi City Parks Trails and Trees Committee for their recommendations prior to finalization of the design of the Public Park.
 - d. Construction of the Public Park must be commenced (which, for purposes of this Agreement, shall mean to commencement of any onsite construction activities with respect to the Public Park) on a date that is no later than the date that 40% (318 units) of building permits are issued for the Project.
 - e. The Public Park constitution must be completed no later than the date that 80% (636 units) of building permits are issued for the Project.



f. The final Public Park design must be submitted to the Lehi City Planning Division for Site Plan review and approval by the DRC and Planning Commission.

g. Developer shall dedicate (or if requested by Lehi City deed to Lehi City) the land constituting the Public Park upon Developer's commencement of construction of the Public Park.

h. Developer shall post a bond for the Public Park in an amount equal to 10% of the estimated cost to construct the Public Park, which bond shall be posted prior to Developer's completion of the Public Park and which shall be available to Lehi City to cure any warranty claims with respect to the construction of the Public Park that are not cured by Developer after receipt of notice of such claims from Lehi City and which shall be released to Developer one (1) year after completion of the Public Park.

4. Lehi City's Responsibilities.

a. Lehi City shall waive all park impact fees that are normally charged as part of a building permit for each residential unit in the Project. Lehi City and Developer acknowledge and agree that the total park impact fees to be waived by Lehi City equal \$1,806,420 (the "Waived Impact Fees"), calculated as follows:

- 606 Total Attached Residences
 - 296 Townhomes
 - 310 Condominiums
- 189 Total Single Family Residences
 - 87 Cottage
 - 102 Single Family
- ATTACHED PARK IMPACT FEES: $\$2,170 \times 606 = \$1,315,020$
- DETACHED PARK IMPACT FEES: $\$2,600 \times 189 = \$491,400$
- TOTAL WAIVED IMPACT FEES: $= \$1,806,420$

b. Lehi City will reimburse Developer's out-of-pocket expenses to design and construct the Public Park to the extent such expenses exceed the Waived Impact Fees. Lehi City will reimburse Developer such excess expenses within thirty (30) days after Lehi City's receipt of evidence of out-of-pocket expenses incurred by Developer in designing and constructing the Public Park.

c. Lehi City will provide timely reviews and feedback on the Public Park design as required above.

5. Obligations to Run With Land. The obligations set forth in this Agreement are not merely personal to Developer, but shall run with the land and constitute an obligation upon not only Developer but also shall constitute an obligation on the Property; provided, however, that this Agreement is hereby subordinated to (a) a final plat to be recorded with respect to the Property, (b) such financing as may be required to complete the improvements contemplated hereby and other ordinary and/or necessary development expenses with respect to the Property and the Project, and (c) subject to Lehi City's prior written consent, which shall not be unreasonably withheld, such other plats, covenants, conditions, restrictions, declarations, trust deeds, mortgages or other security interests as may be requested by Developer from time to time with respect to the Property, and Lehi City covenants and agrees to execute such further documents as may be requested by Developer in connection with the foregoing. Because the obligations contemplated by this Agreement shall run with the land, Lehi City is hereby authorized to record this Agreement against the Property with the Utah County Recorder.

6. Term. The term of this Agreement begins as of the effective date of this Agreement unless the Parties mutually terminate or modify this Agreement in writing.

7. Enforcement. Each Party shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Agreement. If any action is brought because of a default under, or to enforce or interpret any of the provisions or requirements of, this Agreement, the Party prevailing in such action shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees and related costs (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

8. Miscellaneous.

a. Entire Agreement; Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior oral agreements and understandings among the Parties with respect to the subject matter hereof, and shall not confer upon any person other than the Parties hereto any rights or remedies hereunder

b. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

c. Authority. The Parties warrant that they have the requisite power and authority to enter into this Agreement and to perform their obligations hereunder and such execution and performance does not require the approval, consent or authorization of any third party.

d. Assignment. With respect to the Property, Developer may assign all of its rights and obligations hereunder to a subsequent owner of the Property, and nothing herein shall be deemed a prohibition of such. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

e. Waivers. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any of the Parties under this Agreement, shall impair any such right, power or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.


f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one instrument. A facsimile copy of this Agreement or any counterpart shall be valid as an original.

g. Remedies/Applicable Law. All rights and remedies under this Agreement are cumulative, not exclusive, and shall be considered in addition to all rights and remedies available to any Party at law or in equity. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and the exclusive jurisdiction for any action brought hereunder will be in the courts of Utah County, State of Utah.


h. Time is of the Essence. Time is of the essence as to all the covenants, conditions and terms of this Agreement.

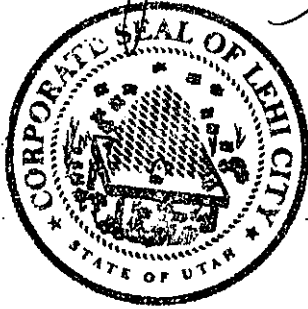
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date first above written.

DEVELOPER:
EDGE LAND 16, LLC
a Utah limited liability company


By: *Steve Maddox*
Its: *Manager*

ATTEST:


Lehi City Recorder



LEHI CITY:
LEHI CITY, a municipal corporation


By:
Its:

EXHIBIT "A"
PROPERTY DESCRIPTION

Exchange Lehi – Overall Parcel

Beginning at the Easterly Right-of-Way Line of Redwood Road, said point being North 89°48'50" East 1,167.31 feet along the section line and South 1,327.49 feet from the West Quarter Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Northeasterly 23.51 feet along the arc of a 394.00 foot radius curve to the right (center bears South 03°33'04" East and the chord bears North 88°09'29" East 23.50 feet with a central angle of 03°25'06");

thence North 89°52'02" East 491.53 feet;

thence Northeasterly 350.69 feet along the arc of a 456.00 foot radius curve to the left (center bears North 00°07'58" West and the chord bears North 67°50'07" East 342.11 feet with a central angle of 44°03'49");

thence Northeasterly 303.92 feet along the arc of a 394.00 foot radius curve to the right (center bears South 44°11'48" East and the chord bears North 67°54'06" East 296.44 feet with a central angle of 44°11'48");

thence East 1,585.90 feet;

thence Northeasterly 132.72 feet along the arc of a 1,031.00 foot radius curve to the left (center bears North and the chord bears North 86°18'43" East 132.63 feet with a central angle of 07°22'33");

thence Northeasterly 122.66 feet along the arc of a 969.00 foot radius curve to the right (center bears South 07°22'33" East and the chord bears North 86°15'01" East 122.57 feet with a central angle of 07°15'09");

thence North 89°52'36" East 1,116.21 feet;

thence Southeasterly 32.99 feet along the arc of a 21.00 foot radius curve to the right (center bears South 00°07'24" East and the chord bears South 45°07'24" East 29.70 feet with a central angle of 90°00'00");

thence South 00°07'24" East 915.39 feet;

thence South 89°53'38" West 1,982.04 feet;

thence South 660.00 feet;

thence South 89°53'38" West 611.72 feet;

thence South 89°55'13" West 194.73 feet;

thence North 00°04'47" West 659.82 feet;

thence North 89°52'04" East 195.37 feet;

thence North 00°01'27" West 668.87 feet;

thence South 89°52'02" West 1,488.47 feet;

thence North 13°53'00" West 14.72 feet to the point of beginning.

Contains 3,123,268 Square Feet or 71.700 Acres

EXHIBIT "B"
PROJECT CURRENT PLAN

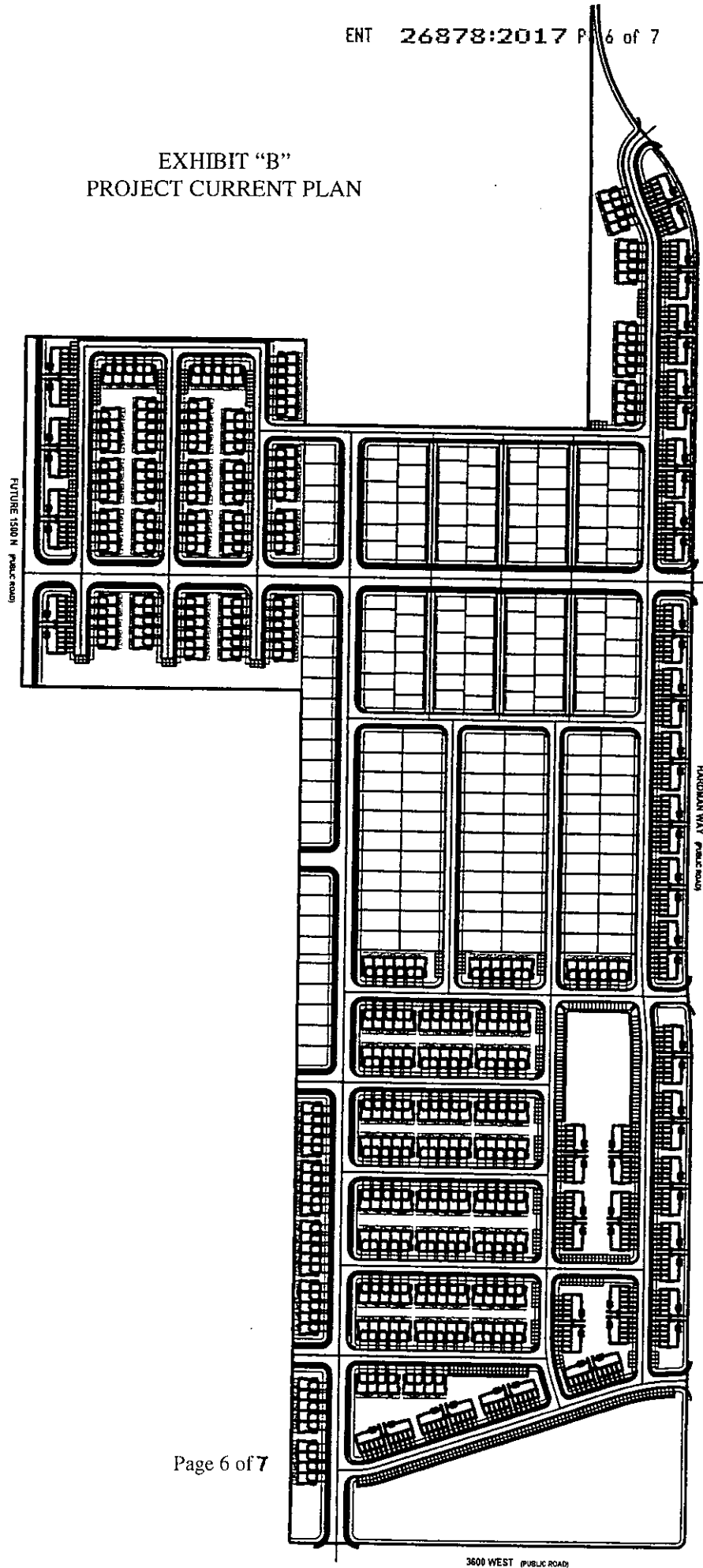


EXHIBIT "C"

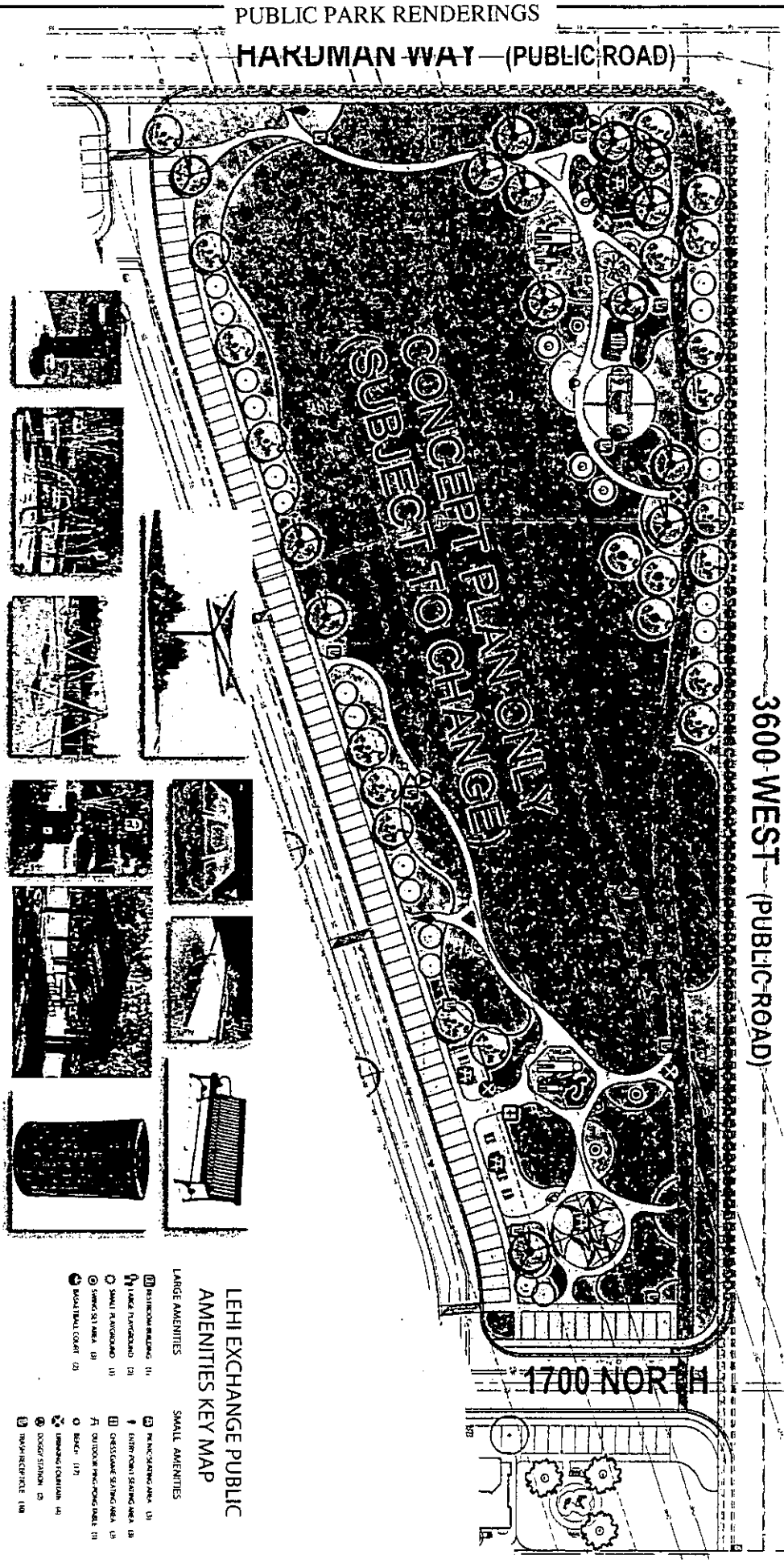
PUBLIC PARK RENDERINGS

HARDMAN WAY (PUBLIC ROAD)

3600 WEST (PUBLIC ROAD)

1700 NORTH

CONCEPT PLAN ONLY
(SUBJECT TO CHANGE)



LEHI EXCHANGE PUBLIC AMENITIES KEY MAP

- LARGE AMENITIES**
 - RESTROOM BUILDING (1)
 - TABLE TERRACE (2)
 - SMALL PICNICKING (1)
 - SMALL SIT AREA (1)
 - BOAT TRAIL COURT (2)
- SMALL AMENITIES**
 - PICNICKING AREA (3)
 - ENTER POINT SEATING AREA (1)
 - GRASSY SEATING AREA (1)
 - OUTDOOR PICNICKING TABLE (1)
 - BENCH (1)
 - UMBRELLA TABLE (1)
 - DOGS STATION (1)
 - TRAMPOLINE (1)

10-13-2016 UT16043

SCALE: 1/8" = 1'-0"

LEHI EXCHANGE
NORTH 3600 WEST ROAD
Lehi, Utah 84043

EDGEHITCHES
EDGE HOMES
485 N. 1000 N. SUITE 200
OREM, UT 84057
(801) 494-0150

ENGIN ENGINEERS
43 WEST 1000 SOUTH,
SANDY, UT 84070

PKJ DESIGN GROUP
PKJ DESIGN GROUP LLC
3450 N. TIBBETTS BLVD. SUITE 102
LEHI, UT 84043 (801) 966-5588
www.pkjdesigngroup.com

LANDSCAPE PLAN
PRELIMINARY PLANS FOR
FOR CONSTRUCTION
LP-PARK