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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR WOODS CROSS CITY

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The City of Woods Cross
Attn: City Administrator
1555 South 800 West
Woods Cross, UT 84087

For Information Only: Tax Parcel Nos.

06-384-0002
thru 0008
0011 thru 0017

**DEVELOPMENT AGREEMENT
FOR WOODS CROSSING**

D

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 25th day of March, 2016, by and between WOODS CROSS CITY, a Utah municipal corporation of the State of Utah (the "City") and STG WOODS CROSS, LLC, a Utah limited liability company ("STG Owner") and OTG WOODS CROSS, LLC, a Utah limited liability company ("OTG Owner"), in contemplation of the following facts and circumstances:

A. STG Owner and OTG Owner are collectively the owners of approximately fourteen (14) acres of real property located in the City and such real property is collectively described on Exhibit A attached hereto and incorporated herein by this reference (collectively the "Project Property").

B. The Project Property is generally depicted on Exhibit B attached hereto and incorporated herein by this reference.

C. STG Owner and OTG Owner have entered into certain agreements which provide for the joint redevelopment of the Project Property which redevelopment includes the razing of existing improvements, the re-grading of the Project Property and the construction of new improvements which shall constitute a commercial retail shopping center to be known as "Woods Crossing" (the "Project").

D. STG Owner and OTG Owner shall be collectively referred to herein as the "Developer." The City and Developer are sometimes collectively referred to herein as the "Parties." The demolition of existing improvements and the construction of the new improvements are agreed to constitute "development activity" within the meaning of the Municipal Land Use, Development, and Management Act of the State of Utah (the "Act").

E. Developer has prepared and submitted to the City, plans and specifications for the redevelopment of the Project Property and the construction of the Project in accordance with the procedures of the City.

F. The Project Property is to be developed in compliance with legislative policies set previously by the City Council through adoption of the municipal ordinances of the City approved as the Woods Cross Municipal Code as adopted as of the Effective Date (the "City Code"). A purpose of this Agreement is to ensure that the purpose and intent of the City's rules and regulations are met for the Project Property as a whole.

G. The City desires to enter into this Agreement to promote the health, safety, welfare, convenience and economic prosperity of the inhabitants of the City by ensuring that the Project is developed in accordance with established conditions and regulations concerning the use and development of the Project Property.

H. The Parties further desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Project and the standards whereby Developer may develop the Project as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development activities pursuant to the requirements of this Agreement and the approvals granted by the City for such development.

I. The Parties understand and agree that this Agreement shall constitute a "development agreement" within the meaning of and is entered into pursuant to the terms of §10-9a-102 of the Act.

J. The Parties acknowledge that the Project contemplates the subdivision of the Project Property into a number of lots to be owned by either the STG Owner or the OTG Owner. The Parties intend to secure public access to all lots within the Project Property in a way that will secure the orderly flow of vehicular and pedestrian traffic in the Project and will otherwise meet the purposes and intent of this Agreement.

K. Security Investment LLC, a Utah limited liability company, is the owner of Lots 1 and 9 shown on the "Plat," as that term is defined in Section 10 below, and has approved the construction of certain improvements on Lot 1 and adjacent to Lot 9 by Developer as part of the development of the Project and has executed a Consent of Owner evidencing such approval.

L. Olson Four Acres, LLC, a Utah limited liability company, is the owner of Lot 5 shown on the Plat and has approved the construction of certain improvements on said Lot 5 by Developer as part of the development of the Project and has executed a Consent of Owner evidencing such approval.

M. Bill Olson Investment, LLC, a Utah limited liability company, is the owner of Lot 10 shown on the Plat and has approved the construction of certain improvements on and adjacent to said Lot 10 by Developer as part of the development of the Project, and has executed a Consent of Owner evidencing such approval.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is recorded in the Davis County Recorder's Office after being executed by Developer and the City (the "Effective Date").

2. Affected Property. This Agreement shall be recorded against the Project Property, and filed with the office of the Davis County Recorder. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and the City. No real property except the Project Property shall be entitled to claim or assert any benefit from any provision of this Agreement.

3. Zone Classification. According to the City Code, the zoning classification for the Property is "General Commercial Zone C-2" (the "C-2 Zone"). Land uses in the C-2 Zone designation shall be governed by the City Code as adopted as of the Effective Date. A copy of Chapter 12-12 of the City Code regarding the C-2 Zone which shall be applicable to the Project Property on the Effective Date is attached hereto as Exhibit C and incorporated by this reference.

4. Applicable Code Provisions. The development and use of the Property shall be governed by this instrument and by applicable provisions of the City Code as constituted on the Effective Date of this Agreement. The Parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement and the City Code as in effect as of the Effective Date. In the event of a conflict between this agreement and the City Code, the provisions of the City Code shall govern. The parties acknowledge that, except as expressly described herein (anticipated revisions to the City's sign ordinance), they believe this Agreement complies with the requirements of the City Code.

5. Modification of Approved Construction Plans. After execution of this Agreement, any proposed modification of the Approved Construction Plans (defined in paragraph 8, below, and represented by the exhibits attached hereto) shall be submitted to the City's Community Development Director. Review and approval of proposed modifications shall be governed by the procedures set forth in this paragraph 5. Material or substantial modifications (as defined herein) shall require submission of the proposal to the Planning Commission and shall require approval of the City Council. Proposed modifications that are not "material" or "substantial" will be reviewed by the City's staff and shall require only the approval of the Community Development Director. Developer may request approval of material modifications to any of the development plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases or decreases the total square footage (footprint) of any structure to be constructed in the Project by more than five percent (5%); (ii) substantially changes the exterior appearance of buildings to be constructed in the Project; (iii) changes the functional design of the Project in such a way that materially affects traffic, drainage or other design characteristics; (iv) substantially changes the footprint location of the buildings to be constructed on the Project as shown on the Site Plan; (v) changes the approved number of parking spaces as shown on the Site Plan; (vi) substantially changes the dimensions of parking spaces, walk ways or road ways in the Project; (vii) substantially changes the location or alignment of any utilities; (viii) changes in any manner the cross-access covenants within the Project; or (ix) violates City regulations. In the event of a dispute as to whether a proposed modification to the Plans is "material" or "substantial," the determination shall be made by the City's Community Development Director (with input from the City Engineer). Modifications that are neither material nor substantial shall be approved by the Community Development Director, if such proposed modifications are consistent with the City's then applicable rules and regulations for projects in the C-2 Zone and are otherwise consistent with the standards set forth herein.

6. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah, the City and Developer intend this Agreement to grant Developer all rights, benefits, privileges and entitlements to develop the Project in fulfillment of the development approvals set forth in this Agreement without modification or further approvals by the City, except as specifically provided herein or as otherwise required by City ordinance. The Parties intend and agree that the rights granted to Developer under this Agreement, are granted contractually, by statute, by ordinance and under common law. Consequently, such rights of Developer may be enforced using contractual, statutory, common law, and/or equitable remedies. Except as may be specifically set forth herein, the parties specifically intend that the development approvals granted to Developer to date as set forth in this Agreement constitute fully and finally vested rights, which vested rights are not subject to any further conditions or approvals. The vested rights granted herein, and all approvals related thereto that are to be provided by the City, shall be subject to the City Code.

7. Reserved Legislative Powers. Developer acknowledges that the City has limited authority to restrict its police power by contract, and that the limitations, reservations and exceptions set forth herein expressly are subject to a reservation by the City of those police powers that cannot be so restricted. Notwithstanding such retained police powers, any City legislation purporting to modify the vested rights of Developer under the terms of this Agreement must be based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah in effect as of the Effective Date, including the compelling, countervailing public interest exception to the vested rights doctrine standards. Any such proposed legislation adversely affecting the vested rights of the Developer under the terms of this Agreement shall be of general application to all development activity in the City and, except in the event of an emergency that would not so permit, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed legislation and its applicability to the Project.

8. Approved Construction Plans. Developer has submitted a series of plans and drawings of the Project (prepared by Developer's consultant Ward Engineering and its subconsultants), various representations of which are attached hereto as exhibits. The City has reviewed multiple versions of the plans and drawings, has requested and received certain modifications, and has submitted those plans and drawings to applicable administrative and legislative bodies of the City as required by the City procedures. Those plans and drawings have been approved by the City and will be maintained as a set of Approved Construction Plans, bearing the date March 16, 2016, as evidenced by the written certification of the City's engineer (the "Approved Construction Plans"). The Approved Construction Plans are expressly approved by the parties as the documents that will govern all construction activities on the Project, and shall govern the interpretation of the exhibits attached to this agreement. All improvements made to the Project Property pursuant to this Agreement shall be consistent with the Approved Construction Plans. By way of illustration, if there is a question as to the details of the Site Plan described in the next following paragraph and depicted as Exhibits D1 and D2, the "Site Plan" drawings that are included in the Approved Construction Plans shall govern.

9. Plan Approval. Developer has submitted site development plans for the development of the Project. The City has reviewed versions of site development plans submitted by Developer, requested and received certain modifications, and submitted the site plans to applicable administrative and legislative bodies of the City as required by the City procedures. The overall site plan of the Project, as amended and revised through the date of this Agreement, is approved for the development and a copy of the overall site plan as approved by the City (the

“Site Plan”) is depicted as Exhibit D1 and D2 and incorporated by this reference. The Project shall be developed and constructed strictly in accordance with the attached Site Plan. Developer acknowledges that the City does not provide all governmental services shown on the Site Plan, including sanitary sewer service and fire protection services. Those services are provided by the South Davis Sewer District and the South Davis Metro Fire Agency. Developer is required to obtain all appropriate approvals from these agencies for the services they provide.

10. Subdivision Plat. Developer has submitted a plat intended to divide the Project Property into individual legal lots which may be conveyed in accordance with applicable subdivision law. The City has reviewed proposed versions of subdivision plats submitted by Developer, requested and received certain modifications and submitted the subdivision plat to applicable administrative and legislative bodies of the City as required by the City’s procedures. The subdivision plat, as amended and revised through the date of this Agreement, is approved for the Project Property. A copy of the subdivision plat as approved by the City (the “Plat”) is depicted as Exhibit E-1 and E-2 and incorporated by this reference. The Project shall be owned and conveyed in accordance with the attached Plat, as the same is recorded in the official records of the Davis County Recorder, State of Utah (the “Official Records”) and no lots shown on the Plat will be further subdivided without the submission and approval of an amended subdivision plat. The City shall not be obligated to approve any modification of the Plat or further subdivision of any legal lot shown on the Plat. Public access to, within and across the Project Property and to, within and across the individual legal lots shown on the subdivision plat will be ensured through the CC&R’s (hereinafter defined). The CC&R’s shall be filed with the office of the Davis County Recorder concurrently with this Agreement.

11. Architectural Standards. Developer has submitted architectural renderings showing exterior elevations, style and design components, color schemes and other design elements to the City which shall be applicable to the Buildings to be constructed in the Project (collectively the “Buildings” and each a “Building”). The City has reviewed the architectural renderings submitted by Developer, requested and received certain modifications and submitted the architectural renderings to applicable administrative and legislative bodies of the City as required by the City procedures. The architectural renderings, as amended and revised through the date of this Agreement, which include (a) the exterior elevations for all such Buildings, (b) the Building for the anchor tenant, and (c) the general architectural features to be included in the Project, are approved for the development. A copy of the architectural renderings as approved by the City (the “Architectural Standards”) is depicted as Exhibits F-1 through F-8 and incorporated by this reference. The Project shall be developed and constructed strictly in accordance with the attached Architectural Standards.

12. Landscaping. Developer has submitted a plan showing landscaping areas to be constructed and maintained within the Project, including approved plants and other plantings to be planted and maintained in depicted landscaping areas. The City has reviewed the plan for landscaping submitted by Developer, requested and received certain modifications and submitted the plan for landscaping to applicable administrative and legislative bodies of the City as required by the City procedures. The plan for landscaping, as amended and revised through the date of this Agreement, is approved for the development, and a copy of the plan for landscaping as approved by the City (the “Landscape Plan”) is depicted as Exhibit G-1 and G-2 and incorporated by this reference. Developer shall be responsible strictly to construct and implement the Landscape Plan as part of the development of the Project. Issuance of a certificate of occupancy may be conditioned upon the completion of all work required to

complete the Landscape Plan for that portion of the Project for which such certificate of occupancy has been requested.

13. Project Lighting. Exterior parking lot and driveway lighting shall be dark sky compliant and Developer will utilize fixtures from its lighting supplier's "dark sky" line of equipment. The Lighting Plan approved by the City which shall be utilized in the redevelopment of the Project (the "Lighting Plan") is depicted as Exhibit H-1 and H-2 attached hereto and incorporated by this reference, and lighting structures and fixtures shall be constructed strictly in accordance with the requirements of the Lighting Standards.

14. Storm Water. The City approves the storm water collection and runoff system shown on the storm water plan depicted as Exhibit I-1 and I-2 and incorporated by this reference (the "Storm Water Plan"). The Developer agrees to construct its storm water runoff system in accordance with the Storm Water Plan and no other storm water collection or detention facilities shall be required to be constructed on the Project, except as shown on the Storm Water Plan. The storm water infrastructure and facilities shall be constructed strictly in compliance with the Storm Water Plan.

A. The parties acknowledge and agree that the Storm Drain Trunk Line located within or adjacent to Lots 1, 2, 3 and 4 is owned by and shall be maintained by the City; provided however, that the cost to relocate a portion of said line, and to fill the abandoned portion of said line, shall be paid by Developer, and developer shall perform all work associated with said relocation.

B. All other storm water infrastructure within the Project shall be owned and maintained by the parties as described in Section 35, below, and in the exhibits referenced in Section 35.

C. Inasmuch as the storm water collection and runoff system will be connected to the City's storm water facilities, the City shall have the right of entry to inspect said facilities.

D. The City agrees to reimburse or pay to the Developer a portion of the cost to install the portions of the Storm Water System as is more particularly set forth in Section 35, below.

15. Streets and Drive Areas and Other Improvements. Access to the Project shall be from dedicated public rights of way only at points shown on the Site Plan and strictly in compliance with the Exhibits attached to this Agreement, and at locations approved in writing by the City and by UDOT. The construction of all access ways shall be performed strictly in compliance with the written requirements of the City and UDOT. Developer shall be required to construct, repair and maintain all improvements required for ingress and egress from public rights of way onto the Project Property, including all sidewalks shown on the Site Plan, and to repair all roadway improvements damaged or disturbed by reason of such construction. All driveways and drive aisles in the Project shall be privately owned and the City shall have no obligation to maintain same. The CC&Rs adopted by the Developer shall include language that clearly provides for and requires access throughout the Project, and for the regular and consistent maintenance and repair of access points, streets, drive aisles, roadway improvements, parking lots and facilities, and sidewalks; and shall include language that provides for the funding of the maintenance and repairs of those facilities.

16. Project Signage. The parties acknowledge that Developer desires to construct monument signs on the Project Property, the number of which is not presently allowed by the City's sign ordinance. The City will amend its sign ordinance in a manner that will contemplate the approval of the monument signs proposed by the Developer, as shown on the exhibits and the Approved Construction Plans. The City will provide Developer with a copy of draft ordinances submitted to the Planning Commission and City Council, and will give notice of public meetings at which approval of the amended sign ordinance may be approved. Developer shall submit renderings to the City for certain general Project signs for the Project and signs to be utilized by the tenants on a case by case basis in accordance with applicable provision of the City Code, including the City's sign ordinance as amended. The City will review such submissions, and obtain all appropriate internal approval for both the location and design of such general Project signs and tenant signage. In addition, the City approves the removal of the existing pile-on sign on the Property which advertises the former tenants of the Project Property, which is located between the existing McDonalds and Walgreens facility.

17. Project Features. Developer has submitted basic renderings to the City for certain permanent entry features and decorative features for the Project, including a clock tower, water feature and outdoor sitting area (collectively the "Project Features"). Such renderings are approved by the City as of the date of this Agreement and are depicted as Exhibit J. The City has obtained all appropriate internal approval for such Project Features as of the date of this Agreement. The parties agree to and accept the basic design of the Project Features which are represented on Exhibit J, but acknowledge that the details thereof may be adjusted prior to the actual construction of those improvements. Any such changes shall be submitted to the City for its review, and shall be subject to the City's approval process as described herein and in the City's ordinances. Developer shall undertake the construction of the Project Features as part of the construction of the initial Buildings or other improvements for the Project. The CC&Rs adopted by the Developer shall include language that clearly provides for and requires the regular and consistent maintenance and repair of the Project Features, including easements across adjacent lots for purposes of maintenance and repair; and shall include language that provides for the funding of maintenance and repairs of those facilities.

18. Impact Fees. The Parties acknowledge that the impact of the redeveloped Project is partially mitigated by existing improvements that have been paid for by prior developers/owners of the Project Property. The City and Developer have agreed to the fees set forth on Exhibit K, which is attached hereto and incorporated herein. Said fees, shall be paid in full within twenty (20) days of the City's approval of this Agreement; shall not be adjusted during the term of this Agreement; and shall be in addition to plan check, review and building permit fees applicable to the Project; provided, however, that fees charged for the development of the Project shall be consistent with fees applied throughout the City to the development of real estate projects.

19. Culinary Water Services. The Parties acknowledge that the Project Property is currently served by municipal culinary water, ("Culinary Water") and the City agrees to continue to provide the Culinary Water to the Project upon completion of the construction of the planned improvements. The parties acknowledge that the City does not impose charges for hook-up or connection to the City's Culinary Water system. The City does, however, impose charges for the cost of water meters; and those charges shall be paid by the Developer. Attached hereto as Exhibit L is a Culinary Water Plan. The Culinary Water infrastructure for the project shall be constructed strictly in compliance with said plan, and the components thereof shall be owned,

operated and maintained as described therein, and as described in Section 35, below, and in the exhibits referenced in Section 35. The CC&Rs adopted by the Developer shall include language that clearly provides for and requires the regular and consistent maintenance and repair of the Culinary Water infrastructure described in Exhibit L; and shall include language that provides for the funding of maintenance and repairs of those facilities.

20. Sanitary Sewer Service. The parties acknowledge that sanitary sewer service is provided by the South Davis Sewer District. All connection, impact and other fees associated with sanitary sewer service shall be paid by the Developer before a certificate of occupancy is issued by the City.

21. Fire Hydrants. The parties acknowledge that fire hydrants are subject to the rules and regulations of the South Davis Metro Service Area ("Fire Service Area"). Developer shall comply with all Fire Agency rules and regulations and before an occupancy permit is issued, shall obtain all required approvals from the Fire Service Area. Fire hydrants shall be owned and maintained as described in the Culinary Water Plan.

22. Retaining Wall and Foundations. The Project contemplates the construction of retaining walls at various locations. The retaining walls shall be constructed simultaneously with the construction of building foundations that are adjacent to the retaining walls.

23. Abandoned Pipes. All pipe lines and related facilities that will not be used in the development shall be filled by Developer with approved flowable fill.

24. Tax Distribution. City has agreed to permit Developer to participate in distribution of real property and sales tax increments permitted under the Community Development and Renewal Agencies Act on terms which shall be set forth in a separate agreement entered into concurrently herewith.

25. Conditions, Covenants and Restrictions. The Developer shall adopt and record Conditions, Covenants and Restrictions ("CC&Rs") that will encumber the Project Property and will ensure the proper and consistent maintenance of all improvements thereon. Such CC&R's shall include the provisions related to CC&R's as set forth in this Agreement. The CC&R's shall ensure the continuity of public access to and within the Project, and the continuity of public agencies' access to the Project for public utilities. Such CC&Rs may contain, without limitation, architectural controls, guidelines, and/or requirements related to improvements that may be installed and/or constructed on all or a portion of the Project Property. The applicable association of owners may enforce the CC&Rs. The CC&Rs shall be prepared and recorded against the Project Property, and may thereafter be amended from time to time by Developer, without any requirement for any approval by the City; provided, however, no term or provision of those CC&Rs shall be enforced by the City if contrary to the terms of this Agreement. The City hereby agrees to cooperate in good faith to allow and/or cause any CC&Rs, or amendment(s) thereof, to encumber the Property (or any portion thereof). Developer, and their successors and assigns shall have the obligation, to enforce and require strict compliance with any CC&Rs. The City shall have no obligation to enforce CC&Rs or assume any obligations under the CC&Rs. No amendment of the CC&Rs shall abrogate the covenants set forth herein to provide for cross access throughout the Project or to provide for and fund the maintenance and repair of improvements on the Project described herein including without limitation storm water facilities, pedestrian, parking and streets facilities, culinary water facilities, and the Project Features.

26. Construction Standards and Requirements. All construction on the Project shall be conducted and completed strictly in accordance with the City Code, other governing standards and regulations (such as building codes), the Approved Construction Plans, and the Exhibits attached to this Agreement. Such construction shall proceed as necessary to provide reasonably necessary and customary access and municipal services to adjacent properties. The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer and its assigns. No work involving excavation shall be covered until the same has been inspected by the City's representatives and/or the representatives of other governmental entities having jurisdiction over the particular improvements involved. At the conclusion of construction, the Developer shall deliver to the City "as built" drawings for the Project, the cost of which shall be borne by Developer. These drawings shall include hard paper copies as well as electronic copies in Auto CAD format or other format designated by the City. All costs associated with the preparation and delivery of the "as-built" drawings shall be borne by Developer. Developer shall warrant the materials and workmanship of all public improvements to be dedicated to the City and installed within any phase of the Project for a period of twelve (12) months from and after the date of final inspection and approval by the City of the improvements in that phase. Final inspection by the City and approval shall not be unreasonably withheld and written notice of acceptance or rejection (specifying the reasons for rejection) shall be provided to Developer within fourteen (14) business days after Developer's written request for final inspection. In the event the City incurs any extraordinary costs for inspections, due to Developer's action or inaction or at Developer's request, Developer shall immediately pay such extraordinary costs for inspection to the City upon receipt of billing for the same. No extraordinary inspections will be performed by the City at the Developer's request without advance arrangements being made with the City Manager for payment of costs of the same to the City.

27. Maintenance During Construction. During construction of the Project, Developer or its assigns, shall keep all affected public streets and all nearby properties free and clear from any accumulation of debris, waste materials, dust, mud and any nuisance. Developer shall contain construction debris and provide dust and mud control so as to prevent the scattering via wind and/or water or clogging of the storm sewer system, and to ensure that the Project Property and the Developer's activities remain at all times in compliance with the requirements of the City's Storm Water Plan, and with Federal and State standards governing air quality, water quality, and storm water quality.

28. Building Permits, Fire Hydrants, Storm Drainage and Hard Surfaces. Developer shall apply for, pay all required fees, and obtain any building permit for any improvement or building within the Project. The Developer shall be responsible for the installation of fully-operational fire hydrants, sewer and any utility located under the street surface, including necessary grading, storm drains and/or subsurface drainage facilities pursuant to the Subdivision Grading and Drainage plan, depicted as Exhibit M, which plan is required and approved by the City for the Project and/or appropriate agencies. Developer shall install, at Developer's sole expense, and at the earliest time weather permits, permanent hard surface material on all streets, parking areas and walkways in the Project in accordance with the City's specifications.

29. Indemnification and Insurance during Construction. Throughout all construction activities and continuing through the warranty period, Developer shall defend, indemnify and hold harmless the City and its officers, employees, agents, volunteers and

representatives from and against all liability, loss, damage, costs or expenses, including attorneys fees and court costs incurred or arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which: (a) shall occur within the Project or occur in connection with any off-site work done for or in connection with the Project; and (b) which shall be caused by any acts or omissions of the Developer or its agents, servants, employees or contractors; provided that the Developer shall bear no responsibility for any negligent acts or omissions of the City or of its agents, servants, employees or contractors.

30. Insurance. During the period from the commencement of work on the Project or any portions thereof and ending on the date when all work is finally inspected and accepted by the City for the Project, the Developer shall furnish, or cause to be furnished, to the City satisfactory certificates of liability insurance from a reputable insurance company or companies evidencing commercial general liability insurance policies in the amount of at least \$5 million single limit naming the City and its officers, employees, agents and volunteers as additional insureds. In addition to the foregoing, Developer shall provide any additional insurance required by any other regulatory body or other governmental entity having jurisdiction over any work done or facilities developed which pertain to the Project or any phase thereof. Developer shall require all contractors and other employers performing any work on the Project or any phase thereof to maintain adequate workers compensation insurance and public liability coverage.

31. Rights of Access. Representatives of the City shall have the reasonable right of access to the Project and each phase thereof during periods of construction and/or repair to inspect or observe the Project and any work thereon. In performing inspections, the City shall take reasonable efforts not to interfere with any construction or repair activities.

32. Payment of Fees. Fees to be paid by the Developer shall be consistent with the City's fee schedules as adopted at the time this Agreement is executed. Developer shall pay to the City in a timely manner all required fees which are due or which may become due pursuant to the City Laws in connection with the respective developments located within the Property or any portion thereof. The payment of fees may be subject to any offsets, reimbursements or credits by the City to the Developer which may hereafter be set out in this Agreement or by a separate written Reimbursement Agreement. Fees charged shall be based on fee schedules of the City which are in effect as of the Effective Date and shall not be increased during the course of the initial development of the Project or three (3) years after the approval of this Agreement, whichever shall first occur.

33. Performance and Warranty Bonds. For any public improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required to post a performance and warranty bond on a reasonable form, acceptable to the City, and sign a bond agreement on a reasonable form approved by the City to guarantee installation and good workmanship of the improvements. Each bond shall be posted at the time of issuance of a building permit.

34. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld, conditioned, or delayed, and shall be made in accordance with procedures, applicable requests for, and modifications of previously approved development plans.

35. Oversized Improvements. The City is requiring the Developer to construct culinary water lines and storm sewer lines with capacity in excess of what is required to provide service to the Project Property. Inasmuch as the oversized improvements are for the benefit of the City and its citizens, and are improvements to the City's systems, the City agrees to pay the increased costs of such oversized improvements as depicted on Exhibit N-1 and N-2 and incorporated by reference.

A. The parties have prepared a summary of the estimated costs of the improvements to the storm water and culinary water lines, including estimates of the City's contribution to the cost thereof. Said estimated costs are reflected on Exhibit O, attached hereto. The parties acknowledge and agree that the parties' contributions to the cost of those improvements shall be based upon the actual costs thereof, and shall not be limited by the estimates. The City's portion of the improvements shall be paid by the City within thirty (30) days of receipt of an invoice from the Developer or City shall provide Developer with mutually-acceptable credit against impact or other fees, otherwise required to be paid by Developer. The City shall pay other incremental costs of any oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Project Property) in accordance with applicable State laws.

B. Prior to the construction of any system improvements not specifically set forth in this Agreement and in the Approved Construction Plans, Developer and the City shall enter into a reimbursement agreement addressing the amount, method and timing for the City to reimburse Developer for the City's portion of the expenses for the system improvements. The term of each reimbursement agreement shall be set forth in the reimbursement agreement, and Developer's rights of reimbursement thereunder shall survive any termination or expiration of this Agreement. Developer shall not be required to construct any system improvements without a mutually-acceptable reimbursement agreement in place for such system improvements or mutually-acceptable credit against impact or other fees. Reimbursements and impact fee credits shall be based on actual costs incurred for the subject system improvements, not on estimates or bids. If the parties cannot agree on the terms of a reimbursement agreement, Developer shall be allowed to proceed with construction of "Project" sized improvements (i.e., minimum improvements necessary for this Project only) so that the Project will not be delayed.

C. The parties' ownership interests in the storm water system and in the culinary water system, and their respective responsibilities for maintenance of those systems, shall be as reflected on the attached Exhibits P-1 (storm water) and P-2 (culinary water). The party that owns the applicable portion of the storm water system or culinary water system shall be responsible to maintain the same at such party's sole cost and expense.

36. Termination of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until fifteen (15) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that this Agreement shall be automatically extended for an additional period of five (5) years so long as there are no existing defaults or breaches of this Agreement when the initial fifteen (15) year period expires. When public improvements have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements. The City and Developer may, but

shall not be obligated to, execute a "Notice of Termination" to be recorded against each portion of the Property to which this Agreement no longer applies. The provisions of this agreement that require the Developer, the owners or their successors and assigns to guarantee cross access throughout the Project and to maintain and repair facilities within the Development, including those to be included in the CC&Rs, shall survive termination of this Agreement, and shall be binding on the successors and assigns of the Developer and owners.

37. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer including specifically, any fee owner of a lot shown on the Plat. If any portion of the Property is transferred (each a "Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, Developer provides to City an acknowledgment from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said acknowledgment shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the acknowledgment described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred lot or lots. In the event the Project is completed, this Agreement shall run with and benefit the Property as more fully set forth below in Section 62.

38. Events of Default. Upon the happening of one or more of the following events or conditions, the Developer or City, as applicable, shall be in default ("Default") under this Agreement:

A. if a warranty, representation, or statement made or furnished by Developer or City under this Agreement or exhibits is false or misleading in any material respect when it was made;

B. if a determination is made upon the basis of substantial evidence that either party has not complied with one or more of the material terms or conditions of this Agreement; or

C. if any other event, condition, act, or omission occurs, either by City or Developer that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

39. Procedures Upon Default. Upon the occurrence of a Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default, so long as the defaulting party takes significant action to begin curing such Default within such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) days or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the actions specified in Section 40 below, and elsewhere in this Agreement. Failure or delay in giving notice of Default shall not constitute a waiver of any Default. Any Default or inability to cure a Default caused due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental

regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

40. Breach of Agreement. Upon Default as set forth herein, City may declare the Developer to be in breach of this Agreement and City, until the breach has been cured by the Developer, may do any of the following (i) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (ii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building upon the Property; and (iii) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

41. Entire Agreement. This Agreement, including the Exhibits described herein, shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

42. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Description of Project Property
Exhibit B	Depiction of Project Property
Exhibit C	C-2 Zoning Code
Exhibit D-1 & D-2	Site Plan
Exhibit E-1 & E-2	Subdivision Plat
Exhibit F-1 through F-8	Architectural Standards
Exhibit G-1 & G-2	Landscape Plan
Exhibit H-1 & H-2	Lighting Plan
Exhibit I-1, I-2 & I-3	Storm Water Plan
Exhibit J	Project Features
Exhibit K	Schedule of Impact Fees
Exhibit L	Culinary Water Plan
Exhibit M	Subdivision Grading and Drainage Plan
Exhibit N-1 & N-2	Oversized Improvements
Exhibit O	Estimated Costs: Storm Water and Culinary Water Lines
Exhibit P-1 & P-2	Ownership & Maintenance Responsibilities: Storm Water and Culinary Water Lines

43. Federal and State Requirements. The Property may be located in areas with sensitive lands that are regulated by state and federal laws and covered by certain agreements between Developer and state/federal entities. Development of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables. City has the option, but not the obligation, to enforce such regulations.

44. Incorporation of Recitals. The recitals contained in this Agreement, and the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if fully set forth herein.

45. Recording of Agreement. This Agreement shall be recorded in the office of the Davis County Recorder at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.

46. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

47. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

48. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City. This Agreement has been negotiated by the Parties, all of whom have been represented by legal counsel; therefore the rule of construction against a drafting party shall not apply to the interpretation of this Agreement.

49. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

50. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction or other equitable or legal relief to compel compliance. Notwithstanding, City shall not have the right to punitive damages of any kind. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, by declaring a Default hereunder elect to seek an injunction or other relief, and after thirty (30) days written notice to correct the violation (or such longer period as may be established by a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as are appropriate under law until such conditions have been

rectified by Developer. City shall be free from any liability arising out of the lawful exercise of its rights under this section.

51. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

52. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by both parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

53. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, the award of attorney's fees, costs and expenses shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

54. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, (ii) three (3) days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing), (iii) the next business day following the deposit with a national overnight delivery service such as FedEx, (iv) upon actual receipt of an electronic transmission such as email or facsimile transmission:

To the Developer(s):	John T. Thackeray c/o The Thackeray Garn Company 1165 E. Wilmington Ave., Suite 275 Salt Lake City, UT 84106
With a copy to:	Read R. Hellewell Kirton McConkie 50 E. South Temple, Suite 400 Salt Lake City, UT 84111
To the City:	Woods Cross City Attn: City Manager 1555 South 800 West Woods Cross, UT 84087

With a copy to:

Mark Fitzgerald Bell
Hayes Godfrey Bell, P.C.
2118 East 300 South, Suite 300
Salt Lake City, UT 84124

55. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

56. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronically transmitted copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.

57. Hold Harmless and Indemnification. Developer shall defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to Developer's activities connected with the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage, or any other loss, liability or damage caused by Developer. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards. The foregoing provisions shall not apply with respect to any claims, damages, injuries or losses caused by the City or its employees or agents. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.

58. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) development of the Property is private development (and not public); (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement or otherwise imposed by law.

59. Quarterly Review. City may review progress pursuant to this Agreement at least once every three (3) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer (or any one of them) to be in Default as provided in Sections 38 through 40 herein. The City's failure to review at least quarterly Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or the City.

60. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Second Judicial District Court, State of Utah.

61. Title and Authority. Developer expressly warrants and represents to The City that Developer collectively (i) owns all rights, title, and interest in and to the Property, and (ii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that The City is relying on these representations and warranties in executing this Agreement.

62. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Project Property.

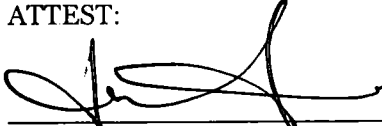
63. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of this Agreement.

[signature pages to follow immediately]

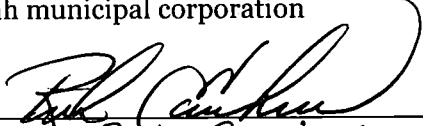
IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

CITY: **WOODS CROSS CITY,**
a Utah municipal corporation

ATTEST:



City Recorder

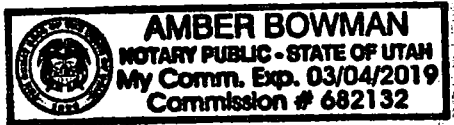
By: 


Name: Rick Earnshaw



STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On this 29 day of March, 2016, personally appeared before me Rick Earnshaw, who being by me duly sworn did say that he is the Mayor of WOODS CROSS CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was executed in behalf of the City by authority of its governing body and said Rick Earnshaw acknowledged to me that the City executed the same.






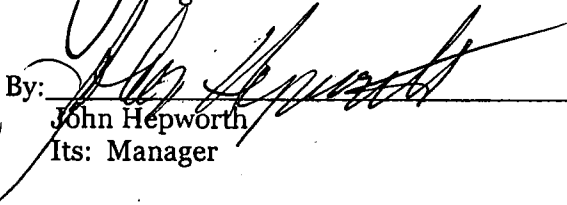
Notary Public

**SIGNATURE PAGE
TO
DEVELOPMENT AGREEMENT
FOR WOODS CROSSING**

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

**DEVELOPER: STG WOODS CROSS, LLC,
a Utah limited liability company**

By: 
John R. Thackeray
Its: Manager

By: 
John Hepworth
Its: Manager

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

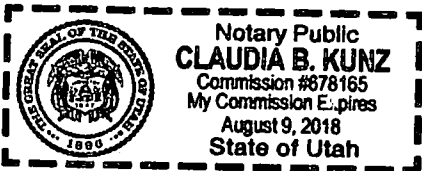
On this 4th day of March, 2016, personally appeared before me John R. Thackeray, who being by me duly sworn did say that he is a Manager of STG WOODS CROSS, LLC, a Utah limited liability company, and that the foregoing instrument was executed in behalf of said STG WOODS CROSS, LLC, a Utah limited liability company and said John R. Thackeray acknowledged to me that said limited liability company executed the same.




NOTARY PUBLIC

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On this 7th day of March, 2016, personally appeared before me John Hepworth, who being by me duly sworn did say that he is a Manager of STG WOODS CROSS, LLC, a Utah limited liability company, and that the foregoing instrument was executed in behalf of said ST WOODS CROSS, LLC, a Utah limited liability company and said John Hepworth acknowledged to me that said limited liability company executed the same.

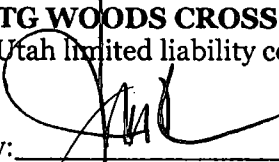


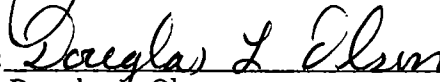

NOTARY PUBLIC

**SIGNATURE PAGE
TO
DEVELOPMENT AGREEMENT
FOR WOODS CROSSING**

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

OTG WOODS CROSS, LLC,
a Utah limited liability company,

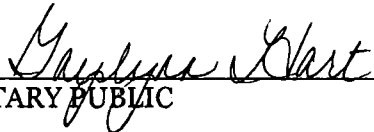
By: 
John R. Thackeray
Its: Manager

By: 
Douglas L. Olson
Its: Manager

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

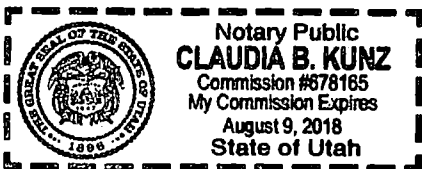
On this 4th day of March, 2016, personally appeared before me John R. Thackeray, who being by me duly sworn did say that he is a Manager of OTG WOODS CROSS, LLC, a Utah limited liability company, and that the foregoing instrument was executed in behalf of said OTG WOODS CROSS, LLC, a Utah limited liability company and said John R. Thackeray acknowledged to me that said limited liability company executed the same.

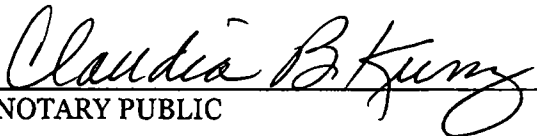



NOTARY PUBLIC

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On this 9th day of March, 2016, personally appeared before me Douglas L Olson, who being by me duly sworn did say that he is a Manager of OTG WOODS CROSS, LLC, a Utah limited liability company, and that the foregoing instrument was executed in behalf of said OTG WOODS CROSS, LLC, a Utah limited liability company and said Douglas L Olson acknowledged to me that said limited liability company executed the same.




NOTARY PUBLIC

OWNERS CONSENT
(Security Investment, LLC)

The undersigned, Security Investment LLC, a Utah limited liability company, as the owner of Lots 1 and 9, Woods Crossing Commercial Subdivision, according to the official plat thereof, does hereby consent to the construction on said Lots 1 and 9 of the improvements shown on the "Approved Construction Plans" for the Project, as that term is defined in Section 8 of the Development Agreement for Woods Crossing to which this consent is attached.

Executed this 5th day of April, 2016.

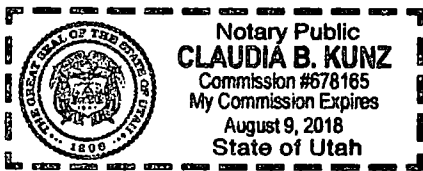
SECURITY INVESTMENT LLC,
a Utah limited liability company
fka Security Investment Ltd.

By: Alice S. Johnson
Alice S. Johnson
Its: Manager

By: Mary S. Hepworth
Mary S. Hepworth
Its: Manager

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

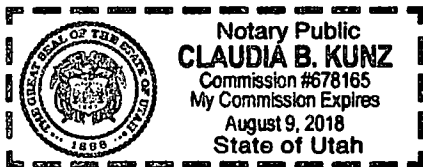
The foregoing instrument was acknowledged before me this 5th day of April, 2016, by Alice S. Johnson as Manager of SECURITY INVESTMENT LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same



Claudia B. Kunz
Notary Public for Utah

STATE OF UTAH)
 : SS
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 5th day of April, 2016, by Mary S. Hepworth as Manager of SECURITY INVESTMENT LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same



Claudia B. Kunz
Notary Public for Utah

OWNERS CONSENT
(Olson Four Acres, LLC)

The undersigned, Olson Four Acres, LLC, a Utah limited liability company, as the owner of Lot 5, Woods Crossing Commercial Subdivision, according to the official plat thereof, does hereby consent to the construction on said Lot 5 of the improvements shown on the "Approved Construction Plans" for the Project, as that term is defined in Section 8 of the Development Agreement for Woods Crossing to which this consent is attached.

Executed this 8 day of April, 2016.

OLSON FOUR ACRES, LLC,
a Utah limited liability company

By: Bill Olson Investment, LLC,
a Utah limited liability company
Its: Member

By: Slim Olson's Distributing, Inc.,
a Utah corporation
Its Manager

By: Douglas L. Olson
Douglas L. Olson
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On April 8, 2016 before me, JOEL TRENT CUTLER
(here insert name and title of the officer)

personally appeared Douglas L. Olson
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joel Trent Cutler (Seal)



OWNERS CONSENT
(Bill Olson Investment, LLC)

The undersigned, Bill Olson Investment, LLC, a Utah limited liability company, as the owner of Lot 10, Woods Crossing Commercial Subdivision, according to the official plat thereof, does hereby consent to the construction on said Lot 10 of the improvements shown on the "Approved Construction Plans" for the Project, as that term is defined in Section 8 of the Development Agreement for Woods Crossing to which this consent is attached.

Executed this 8 day of April, 2016.

BILL OLSON INVESTMENT, LLC,
a Utah limited liability company

By: Slim Olson's Distributing, Inc.,
a Utah corporation
Its Manager

By: Douglas L. Olson
Douglas L. Olson
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On April 8, 2016 before me, JOEL TRENT CUTLER

(here insert name and title of the officer)

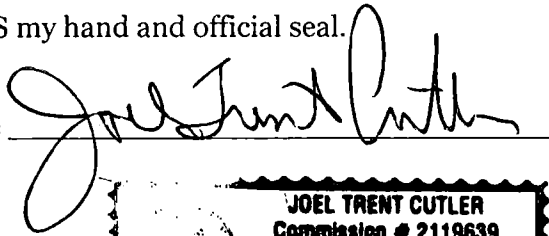
personally appeared Douglas L. Olson

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

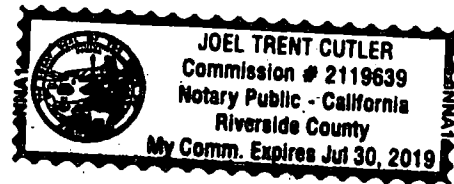
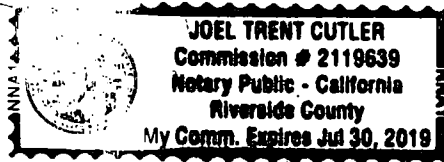


Exhibit Summary

Exhibit A	Description of Project Property
Exhibit B	Depiction of Project Property
Exhibit C	C-2 Zoning Code
Exhibit D-1 & D-2	Site Plan
Exhibit E-1 & E-2	Subdivision Plat
Exhibit F-1 through F-8	Architectural Standards
Exhibit G-1 & G-2	Landscape Plan
Exhibit H-1 & H-2	Lighting Plan
Exhibit I-1, I-2 & I-3	Storm Water Plan
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Exhibit L	Culinary Water Plan
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Exhibit N-1 & N-2	Oversized Improvements
Exhibit O	Estimated Costs: Storm Water and Culinary Water Lines
Exhibit P-1 & P-2	Ownership & Maintenance Responsibilities: Storm Water and Culinary Water Lines

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT
FOR WOODS CROSSING**

[Description of Project Property]

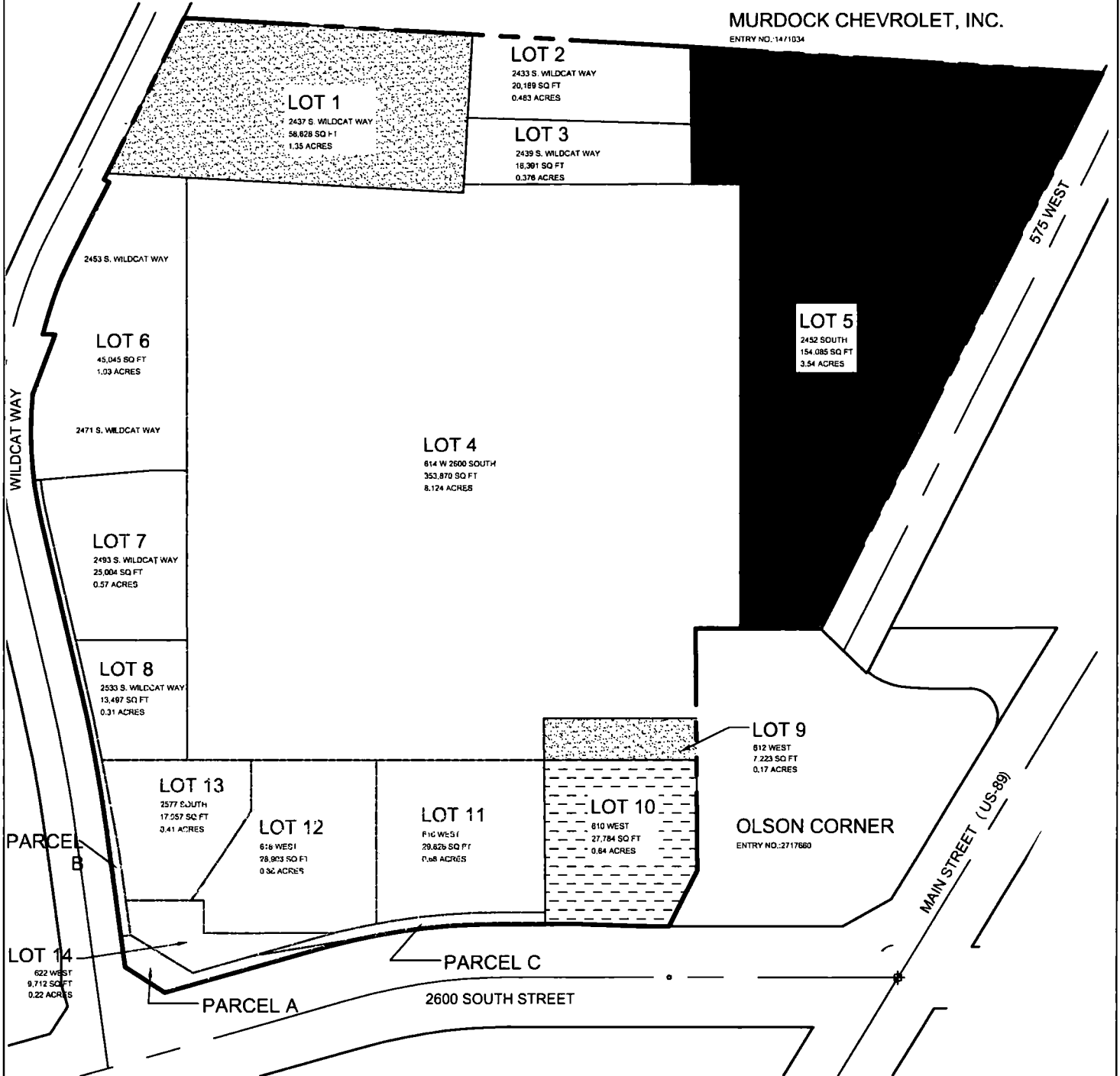
The following described real property which is located in Davis County, State of Utah:

Lots 2, 3, 4, 6, 7, 8, 11, 12, 13, and 14, and Parcels A, B and C; WOODS CROSSING
COMMERCIAL SUBDIVISION, according to the official plat thereof recorded April 12,
2016 as Entry No. 2931694 in the official records of the Davis County Recorder, State
of Utah.

EXHIBIT B

PROPERTY BOUNDARIES MARCH 18, 2016

MURDOCK CHEVROLET, INC.
ENTRY NO. 1471034



- | | | | | | |
|--|--------------------------|--|------------------------------------------|--|-------------------------------------|
| | STG OWNER
12.72 ACRES | | SECURITY INVESTMENT, LLC
1.52 ACRES | | OLSON FOUR ACRES, LLC
3.54 ACRES |
| | OTG OWNER
2.56 ACRES | | BILL OLSON INVESTMENT, LLC
0.64 ACRES | | |

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

Ward Engineering Group
Planning, Engineering, Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801) 487-8040 Fax: (801) 487-8668
DATE: 14 MARCH 2016

EXHIBIT C

ZONE CLASSIFICATIONS. CHAPTER 12-12 MARCH 18, 2016

[SEE FOLLOWING 8 PAGES]

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016



Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668
DATE: 14 MARCH 2016

CHAPTER 12-12 GENERAL COMMERCIAL ZONE C-2

- 12-12-101 Purpose**
- 12-12-102 Permitted Uses**
- 12-12-103 Conditional Uses**
- 12-12-104 Area Density Requirements**
- 12-12-105 Lots Frontage**
- 12-12-106 Lot Coverage**
- 12-12-107 Minimum Lot Standards**
- 12-12-108 Building Height**
- 12-12-109 Off-Street Parking, Loading and Access**
- 12-12-110 Signs**
- 12-12-111 Site Plan Review**
- 12-12-112 Fencing**
- 12-12-113 Storage/Displays**
- 12-12-114 Storage/Trash**
- 12-12-115 Landscaping**
- 12-12-116 Development Standards**

12-12-101 Purpose

The General Commercial Zone is established to provide areas in which the primary use of land is for commercial, service and entertainment uses to serve the daily needs of the community and surrounding shopping region. These general commercial uses will consist of either individual structures, or be clustered in neighborhood or regional shopping centers. It is the intent that the C-2 Zone shall be characterized by harmonious grouping of commercial stores, shops and centers grouped into an integrated architectural unit. Clean, well lighted parking lots and attractively well maintained shops with appropriate landscaping also will be characteristic of this zone.

12-12-102 Permitted Uses

The following uses shall be permitted in the C-2 Zone:

- I. Athletic & Tennis Club
 - (A) Automotive Repair - Minor
 - (B) Auto, Truck, Recreational Vehicle & Equipment Sales & Dealer Service
 - (C) Banks
 - (D) Books, Stationary, Art & Hobby Supplies
 - (E) Drug & Propriety Stores

- (F) Fast Foods and Restaurants
- (G) Garden Supplies (entirely within a building only)
- (H) General Merchandise: Variety Stores and Department Stores
- (I) Glass
- (J) Hardware
- (K) Insurance
- (L) Miscellaneous Retail Stores (Including Florist, Donuts, Photo Supplies, Pet Stores & Similar Retail Stores)
- (M) Motion Picture Theaters
- (N) Paint
- (O) Personal Services (Including Laundry, Photography, Beauty & Barber Services, Clothing Repair, Shoe Repair, etc.)
- (P) Public and public quasi public uses
- (Q) Real Estate
- (R) Research and Development Activities
- (S) Retail Trade
- (T) Sporting Goods - Bicycles & Toys
- (U) Wallpaper
- (V) Any use determined by the Planning Commission to be similar to or compatible with the description of the C-2 Zone as set forth above or any of the uses mentioned above.
- (W) Accessory Uses: Accessory uses and structures are permitted in the C-2 Zone, provided they are incidental to, and do not substantially alter the character of the permitted use or structure. Such permitted accessory use and structures include, but are not limited to the following:

- (1) Accessory buildings, such as garages, carports, equipment storage buildings and supply storage which are customarily used in conjunction with and incidental to a principal use or structure permitted in the C-2 Zone.
- (2) Storage of materials used for construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further that such shall be permitted only during construction period and 30 days thereafter.

12-12-103 Conditional Uses

The following uses may be allowed in the General Commercial Zone (C-2) as a Conditional Use:

- (A) Car Washes
- (B) Condominiums (limited to non-residential only)
- (C) Day Nurseries and Child Care Facilities
- (D) Electric Appliance Repair & Furniture Repair
- (E) Gasoline Services
- (F) Hotel, Motel
- (G) Miniature Golf
- (H) Video Games & Coin-Operated Amusements
- (I) Outcall Services as defined and conducted in accordance with City Business Regulations and Zoning Ordinances regarding sexually-oriented businesses

12-12-104 Area Density Requirements

There shall be no minimum lot area requirements in the C-2 Zone except as may be dictated by off-street parking requirements, adequate circulation, landscaping and property site utilization.

12-12-105 Lot Frontage

Each parcel or lot of land in the C-2 Zone shall abut a public street for a minimum distance of 100 ft.

12-12-106 Lot Coverage

No building, structure or group of buildings with their accessory buildings shall cover more than 60% of the lot or parcel.

12-12-107 Minimum Lot Standards

The following minimum yard requirements shall apply to the C-2 Zone:

- (A) Front Yard: Each yard or parcel in the C-2 Zone shall have a front yard of not less than 20 ft.
- (B) Side Yard: None except that each yard or parcel of land in the C-2 Zone shall have a side yard of not less than 15 ft. when located adjacent to a residential zone.
- (C) Side Yard-Corner Lots: On corner lots the side yard contiguous to the street shall not be less than 20 ft. in width and shall not be used for vehicular parking. Said area shall be appropriately landscaped except those portions devoted to access or driveway.
- (D) Rear Yard: Each lot or parcel land in the C-2 Zone shall have a rear yard of not less than 15 ft.

12-12-108 Building Height

No lot or parcel of land in the C-2 Zone shall have a building or structure which exceeds the height of 2 stories with a maximum of 35 ft. except as otherwise allowed as a conditional use by the Planning Commission.

12-12-109 Off-Street Parking, Loading, and Access

The requirements of Chapter 20 of this Title shall apply to this zone.

12-12-110 Signs

The requirements of the Sign Ordinance of the City shall apply to this zone.

12-12-111 Site Plan Review

The requirements of Chapter 19 of this Title shall be enforced for any uses requiring site plan review.

12-12-112 Fencing

The requirements of Chapter 21 of this Title shall apply to all fences in this zone.

12-12-113 Storage/Displays

All materials, supplies, merchandise or other similar matter not on display for direct sale, rental or leased to the ultimate consumer or user shall be stored within a completely enclosed building within the C-2 zone, or within the confines of 100% opaque wall or fence not less than 6 feet high. Merchandise which is offered for sale as described above may be displayed beyond the confines of a building in the C-2 Commercial Zone, but the area occupied by such outdoor display shall not constitute a greater number of square feet than 10% of the ground floor area of the building housing the principal use, unless such merchandise is of a type customarily displayed outdoors, such as garden supplies, automobiles, etc.

12-12-114 Storage/Trash

No trash, garbage, used materials or wrecked, inoperable or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept in fully enclosed buildings. All structures built to accommodate the storage of trash and garbage shall be constructed using a design compatible with the primary structure and meeting all of the architectural design standards outlined in Section 12-12-116.

12-12-115 Landscaping

The requirements of Chapter 24 of this Title shall apply to this zone.

12-12-116 Development Standards

The following development standards shall apply within the C-2 Zone:

I. Architectural Design.

- (1) All buildings within this zone shall be designed by a licensed, professional architect and all drawings submitted for approvals and/or permits shall bear the architect's stamp for the State of Utah.
- (2) All sides of a building shall receive equal design consideration with particular attention given to areas exposed to public view.
- (3) Building exterior materials visible from the public road shall be 85 percent brick, stone, stucco, glass, colored decorative block, or stone aggregate. Decorative aluminum composite metal siding may be used if approved by the Planning Commission. Corrugated metal siding is prohibited unless used as a decorative element to accent a particular architectural style if approved by the Planning Commission. Building exterior materials not visible from the public street shall in the least case be painted or covered

with a brick veneer or stone aggregate. All buildings within a development shall possess a similar architectural theme. Building styles and colors shall be compatible with existing buildings in the area.

- (4) Design of building facade facing any public street must be at least equal to the quality of the front or main entrance to the building.
 - (5) Buildings shall be designed to relate to grade conditions with a minimum of grading and exposed foundation walls.
 - (6) Exterior building materials shall be composed of colors that will be consistent with the environment.
 - (7) Mechanical equipment shall be located or screened so as not to be visible from public and private streets. Screens shall be aesthetically incorporated into the design of the building whether located on the ground or on the roof. Roof tops of buildings shall be free of any mechanical equipment unless completely screened from all points of view along all public streets by an architectural parapet. Screening materials shall be compatible with those of the building.
- (A) **Grading and Drainage.** All drainage of water from any lot must follow applicable City requirements. Drainage shall not be allowed to flow upon adjacent lots unless an easement for such purpose has been granted by the owner of the lot upon which the water flows.
- A site plan with grading and drainage plans and showing the relationship of all proposed improvements on the site must be approved by the Planning Commission and City Council before such activities may begin. Lot grading shall be kept to a minimum. Roads and development shall be designed for preservation of natural grade.
- (B) **Ditches and Canals.** Open ditches or canals shall not be allowed within the project site. The developer shall work with the property owners and irrigation companies to:
- (1) Determine methods of covering, realigning, or eliminating ditches or canals within or adjoining the development.
 - (2) Determine the sizes of pipe and culverts required.
 - (3) Determine responsibility of periodic inspection, cleaning and maintenance of such ditches, pipes and culverts.
- (C) **Utilities.** All future utility distribution lines shall be underground in the designated easements. No pipe, conduit, cable, line for water, gas, sewer,

drainage, steam, electricity or any other energy or service shall be installed or maintained upon any lot (outside of any building) above the surface of the ground except hoses, movable pipes used for irrigation or other purpose during construction. Transformers shall be grouped with other utility meters where possible and screened with vegetation and other appropriate methods.

- (D) **Lighting.** Electrical reflectors, spotlights, floodlights and other sources of illumination may be used to illuminate buildings, landscaping, signs, parking and loading areas, provided they are equipped with proper lenses or other devices concentrating the illumination upon the building, landscaping, signs, parking and loading areas, on any property, and preventing any bright, direct illumination upon adjacent property or any public right-of-way. No unshielded lights, reflectors, or spotlights shall be so located that they are shining towards or are directly visible from frequently traveled public right-of-way.

12-12-117. Approval Standards for Multi-lot Masterplanned Commercial Developments.

Where a commercial development is comprised of multiple lots or parcels that, individually, do not meet the requirements of the C-2 Zone, but the project, as a whole, meets the requirements of this Chapter, the City Council may approve the development under the following circumstances:










- (A.) The developer submits to the City a detailed analysis that demonstrates compliance of the entire project with the standards for the C-2 Zone; including written descriptions and calculations of the project-wide frontage, lot coverage, lot standards, loading and access, distances, parking, signs, etc.
- (B.) All owners and developers shall submit to the City for its approval a subdivision plat that demonstrates and guarantees: safe ingress to and egress from the project; vehicular and pedestrian traffic flow throughout the project on the roadways, sidewalks and other ways shown on the plat; and vehicular parking throughout the project as shown on the plat.
- (C.) All owners and developers shall present to the City written evidence that all proposed entry ways and roadways within the development meet the standards of and have been approved by the South Davis Metro Fire Agency.
- (D.) The City may require that all owners and the developers provide other written instruments, in recordable form, as may be appropriate to demonstrate and guarantee compliance with the requirements of this Title, and to demonstrate and guarantee perpetual project-wide compliance with the purposes and requirements of the C-2 Zone. The instruments that may be required of owners and developers include, without limitation, development agreements, cross-access agreements, easements, conditions covenants and restrictions, and other documents deemed appropriate by the City. These instruments shall be presented to the City for its

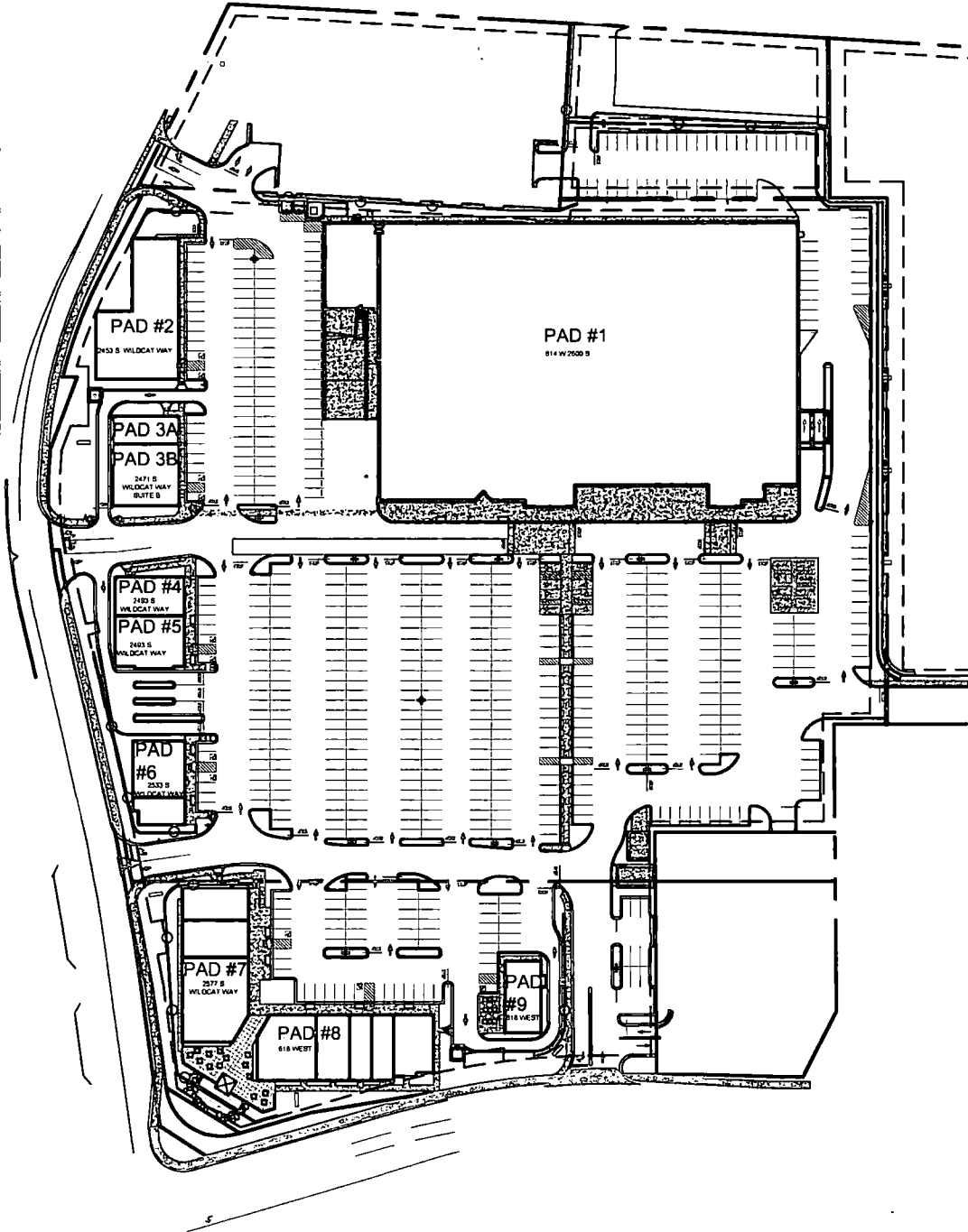
approval prior to or contemporaneous with the submission to the City of the subdivision plat.

EXHIBIT D1


SITE PLAN MARCH 18, 2016

LEGEND

-  CONCRETE FLATWORK
-  PROPOSED MONUMENT SIGN
-  WROUGHT IRON DECORATIVE FENCE
-  PRE-CAST CONCRETE PRIVACY FENCE
-  RETAINING WALL
-  LOT LINE
-  PROPERTY BOUNDARY LINE
-  ROAD CENTERLINE
-  CURB AND GUTTER



*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

 **Ward Engineering Group**
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668
DATE: 14 MARCH 2016


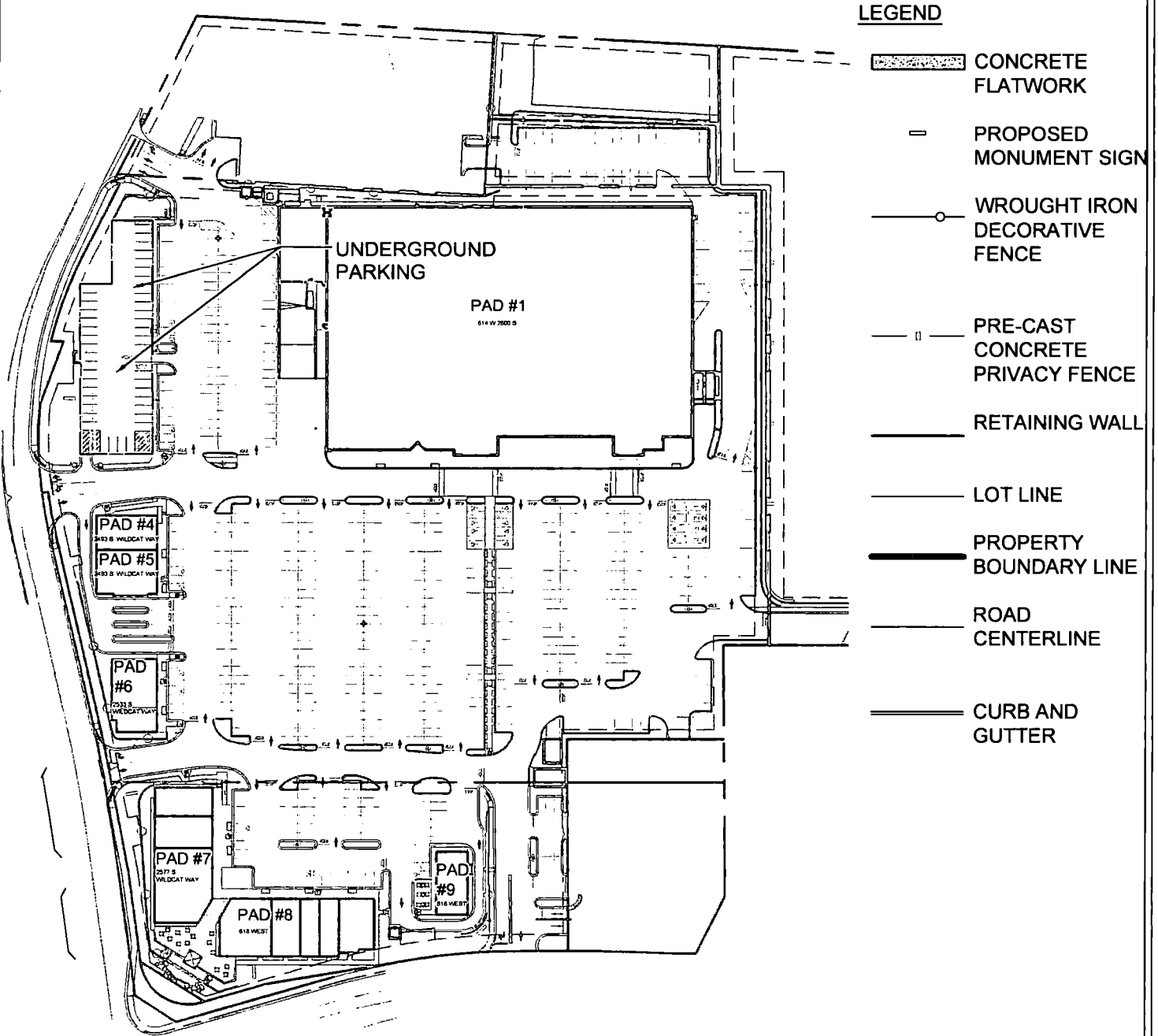











EXHIBIT D2


UNDERGROUND PARKING SITE PLAN MARCH 18, 2016



LEGEND

-  CONCRETE FLATWORK
-  PROPOSED MONUMENT SIGN
-  WROUGHT IRON DECORATIVE FENCE
-  PRE-CAST CONCRETE PRIVACY FENCE
-  RETAINING WALL
-  LOT LINE
-  PROPERTY BOUNDARY LINE
-  ROAD CENTERLINE
-  CURB AND GUTTER

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

 **Ward Engineering Group**
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668
DATE: 14 MARCH 2016


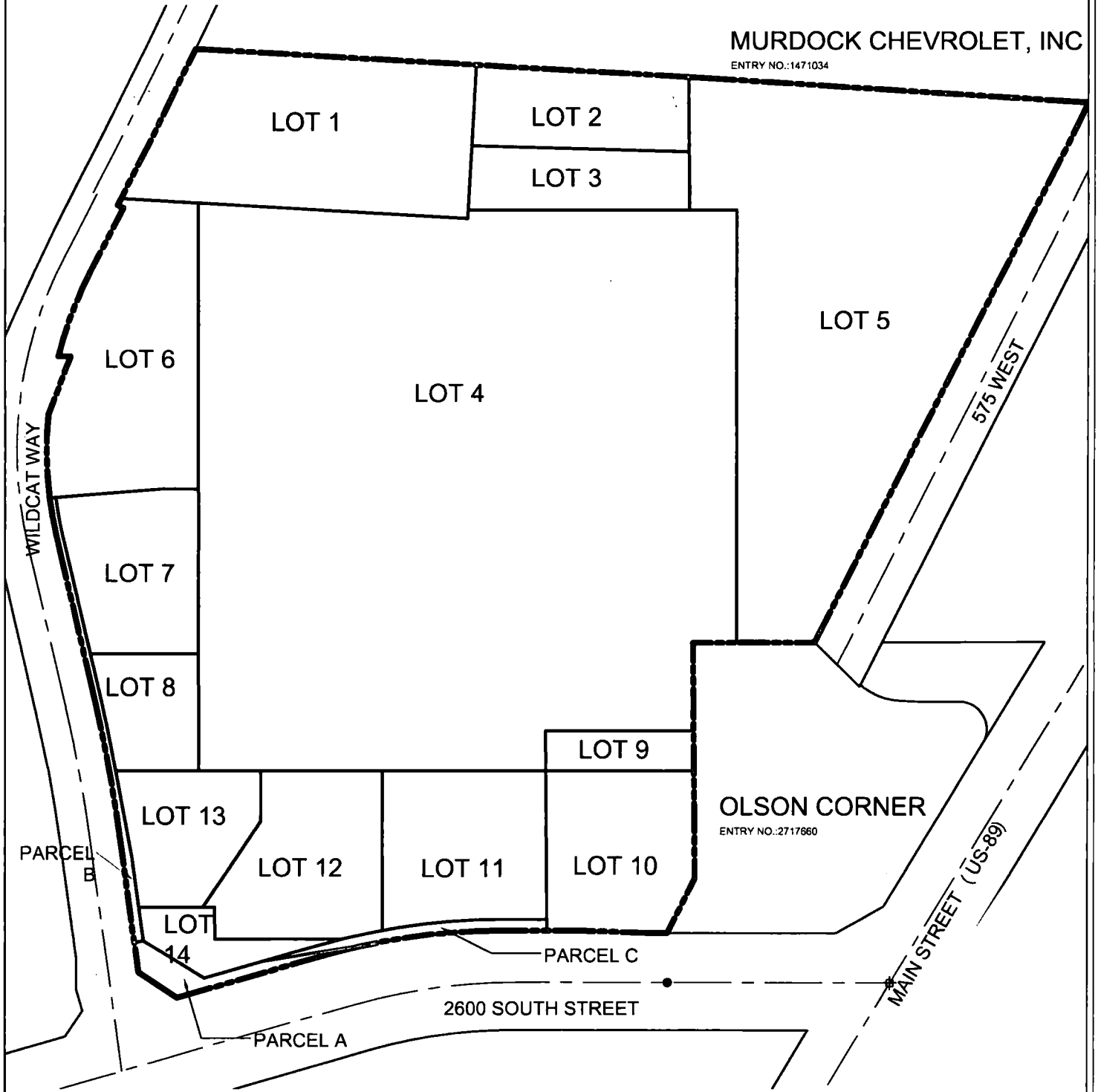


EXHIBIT E1

SUBDIVISION PLAT MARCH 18, 2016

MURDOCK CHEVROLET, INC
ENTRY NO.:1471034



*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016


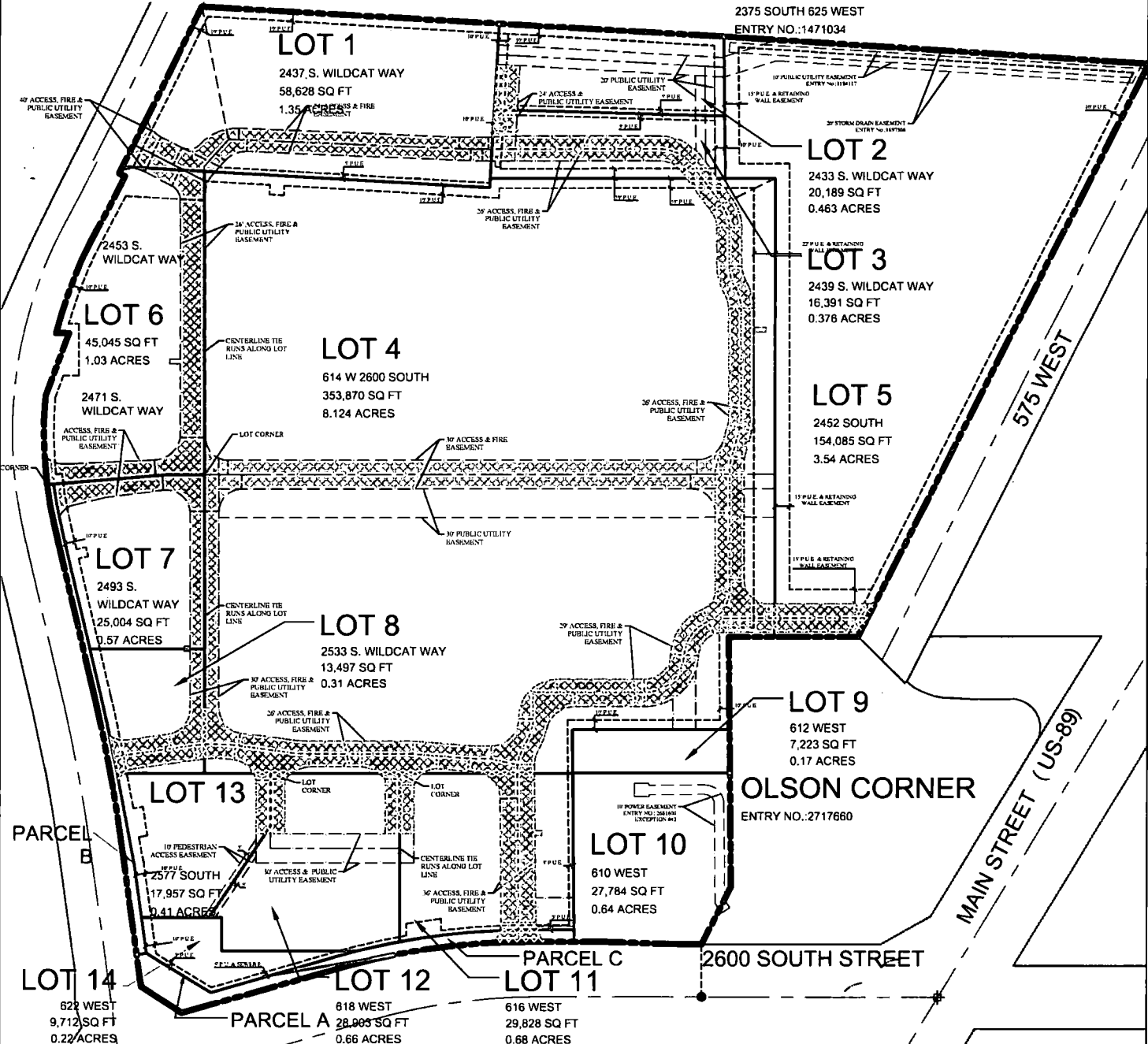
 Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801) 487-8040 Fax: (801) 487-8668
DATE: 14 MARCH 2016

EXHIBIT E2

SUBDIVISION PLAT MARCH 18, 2016

MURDOCK CHEVROLET, INC

2375 SOUTH 625 WEST
ENTRY NO.:1471034



- SET MONUMENT
- SECTION CORNER FOUND
- SECTION CORNER NOT FOUND
- RIGHT OF WAY MARKER
- WITNESS CORNER
- P.U.E. - PUBLIC UTILITY EASEMENT

- LEGEND:**
- BOUNDARY LINE
 - SECTION LINE
 - CENTERLINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - RADIAL LINE

Ward Engineering Group
 Planning Engineering Surveying
 231 West 800 South
 Salt Lake City, Utah 84101
 Phone: (801)487-8040 Fax: (801)487-8668
 DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT F1

ARCHITECTURAL RENDERINGS MARCH 18, 2016

ARCHITECTURAL FOR SMITH'S
DESIGNED BY OTHERS



Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668
DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT F3

ARCHITECTURAL RENDERINGS MARCH 18, 2016

NICHOLS - NAYLOR
ARCHITECTS
1155 EAST WASHINGTON AVE
SALT LAKE CITY, UT 84108
801-487-2300



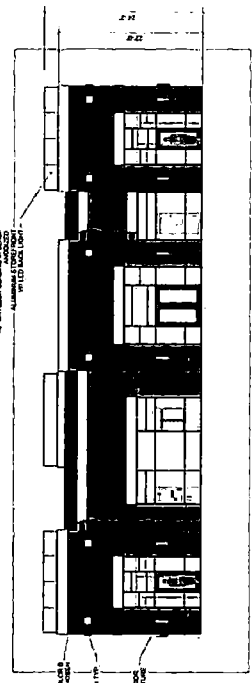
CLIENT
THACKERAY COMPANY
1165 E WASHINGTON AVE
SALT LAKE CITY, UT, 84108

PROJECT
WOODS CROSSING
PROJECT NO. 1505

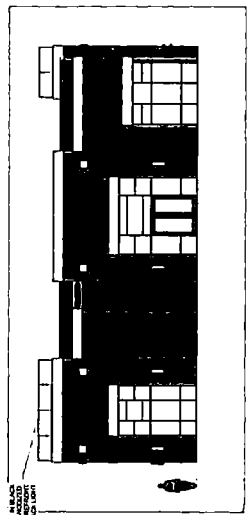
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12/16/2015
DRAWN BY
RN

PAD 3 - EXTERIOR ELEVATIONS

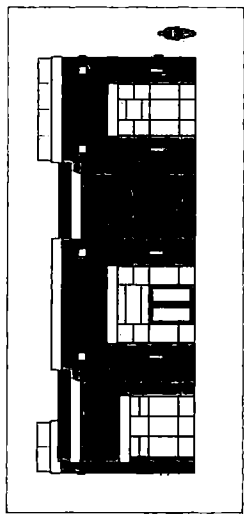
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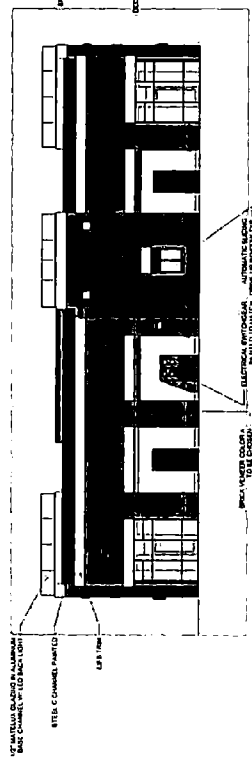
WEST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION



WEST EXTERIOR ELEVATION

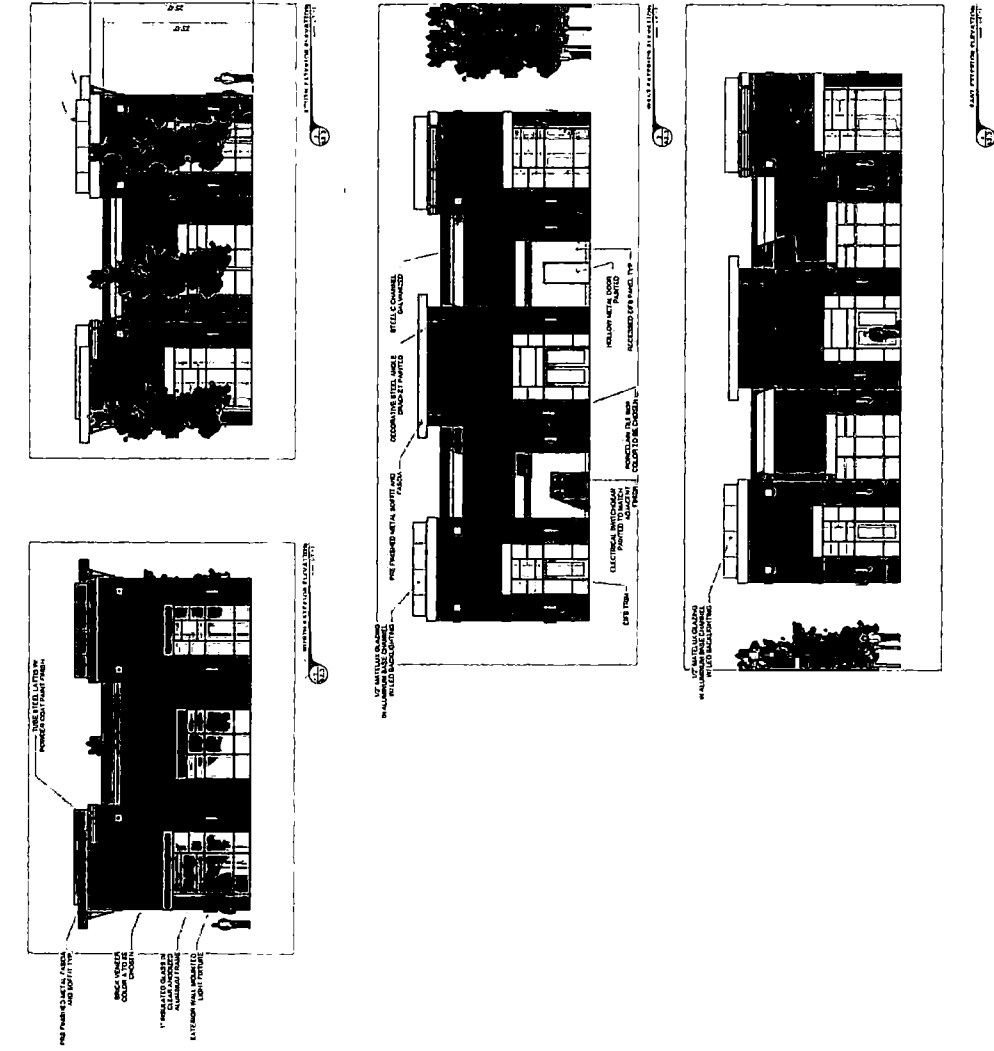
*REFER TO EXHIBIT H-1 FOR PAD LOCATION

Ward Engineering Group
Planning Engineering Surveying
211 West Center Street, Suite 4100
Salt Lake City, Utah 84103
Phone: (801) 487-8000 Fax: (801) 487-2668
DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT F5

ARCHITECTURAL RENDERINGS MARCH 18, 2016



NICHOLS • NAYLOR
ARCHITECTS
 1515 EAST WASHINGTON AVE
 SUITE 200
 SALT LAKE CITY, UTAH 84103
 801.487.2200

CLIENT
 THACKERAY COMPANY
 155 E. WASHINGTON AVE.
 SALT LAKE CITY, UT, 84103

PROJECT
 WOODS CROSSINGS
 PROJECT NO. 1505

ISSUE
 12/14/2015

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 NM

PAD 6- EXTERIOR ELEVATIONS

A2.3

*REFER TO EXHIBIT H-1 FOR PAD LOCATION

Ward Engineering Group
 Planning, Engineering, Surveying
 211 West 400 South, 44101
 Salt Lake City, Utah
 Phone: (801) 487-8640 Fax: (801) 487-5668
 DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

NICHOLS + NAYLOR
ARCHITECTS
1102 LAKE CITY BLVD. SUITE 200
SALT LAKE CITY, UT 84108

CLIENT
THACKERAY COMPANY
1105 S. WILKINSON AVE.
SALT LAKE CITY, UT 84108

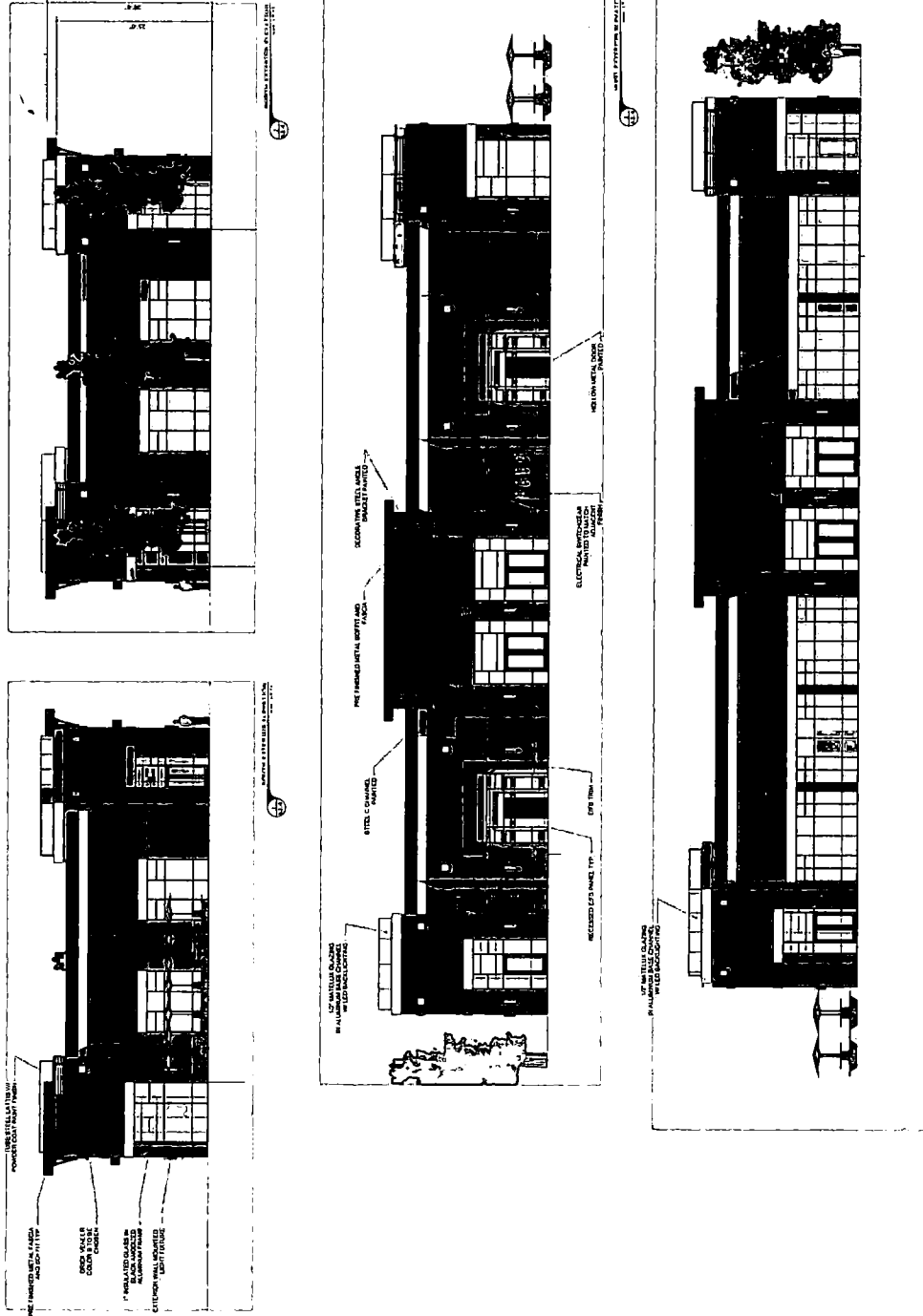
PROJECT NO.
WOODS CROSSING
1505

ISSUE
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RN

ELEVATIONS
PAD 7 - EXTERIOR

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EXHIBIT F6
ARCHITECTURAL RENDERINGS MARCH 18, 2016



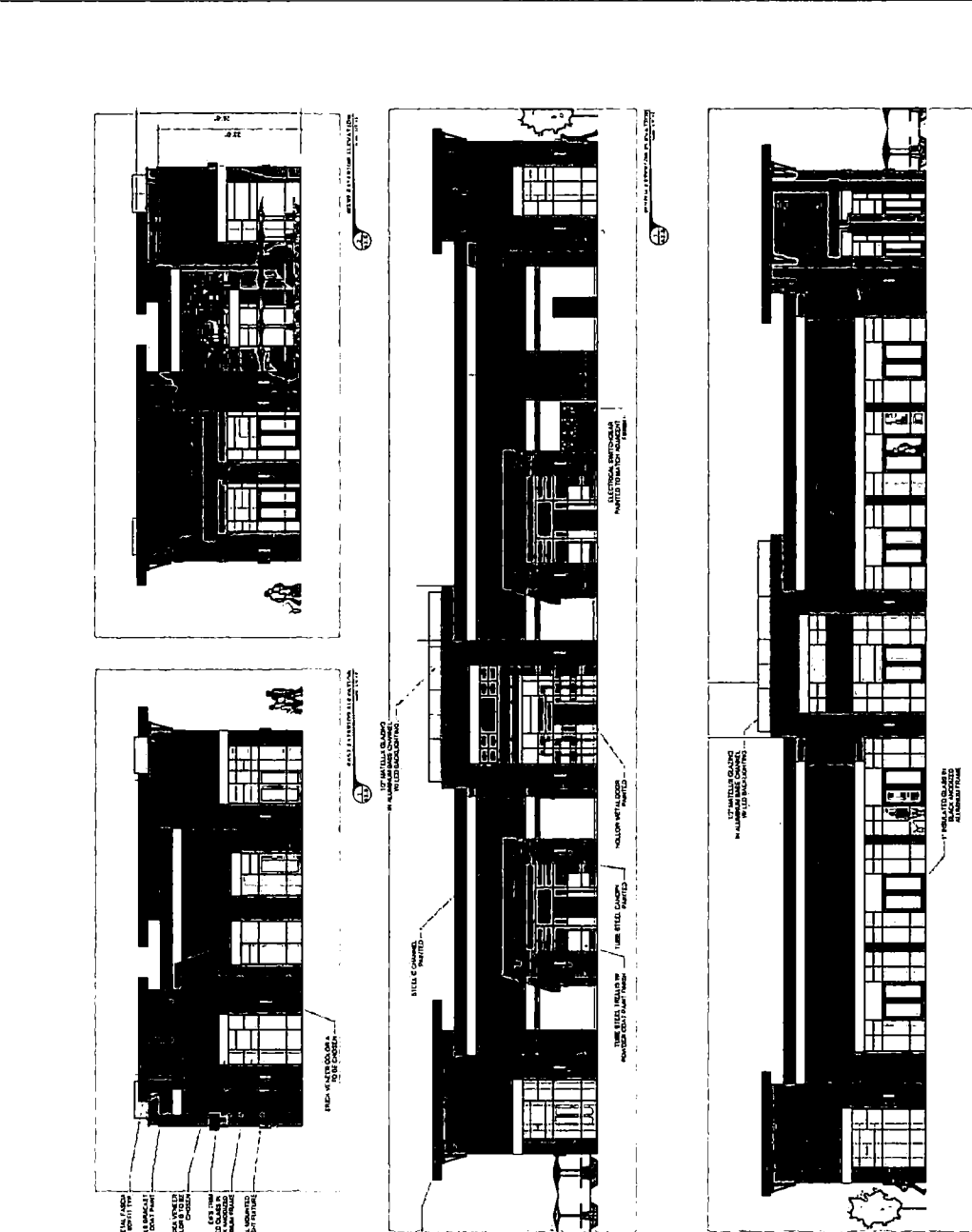
*REFER TO EXHIBIT H-1 FOR PAD LOCATION

Ward Engineering Group
Planning · Engineering · Surveying
231 West 800 South
Salt Lake City, UT 84101
Phone: (801) 487-4600 Fax: (801) 487-4666
DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT F7

ARCHITECTURAL RENDERINGS MARCH 18, 2016



*REFER TO EXHIBIT H-1 FOR PAD LOCATION

Ward Engineering Group
 Planning Engineering Surveying
 231 W. 3rd St. South
 Salt Lake City, Utah 84101
 Phone: (801) 487-8666 Fax: (801) 487-8668
 DA TE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS - MARCH 16, 2016

NICHOLS + NAYLOR
 ARCHITECTS
 1150 EAST WASHINGTON AVE
 SALT LAKE CITY, UTAH 84103
 801-487-2328

CLIENT
 THACKERAY COMPANY
 1155 E. WASHINGTON AVE.
 SALT LAKE CITY, UT, 84106

PROJECT
 WOODS CROSSING
 PROJECT NO. 1505

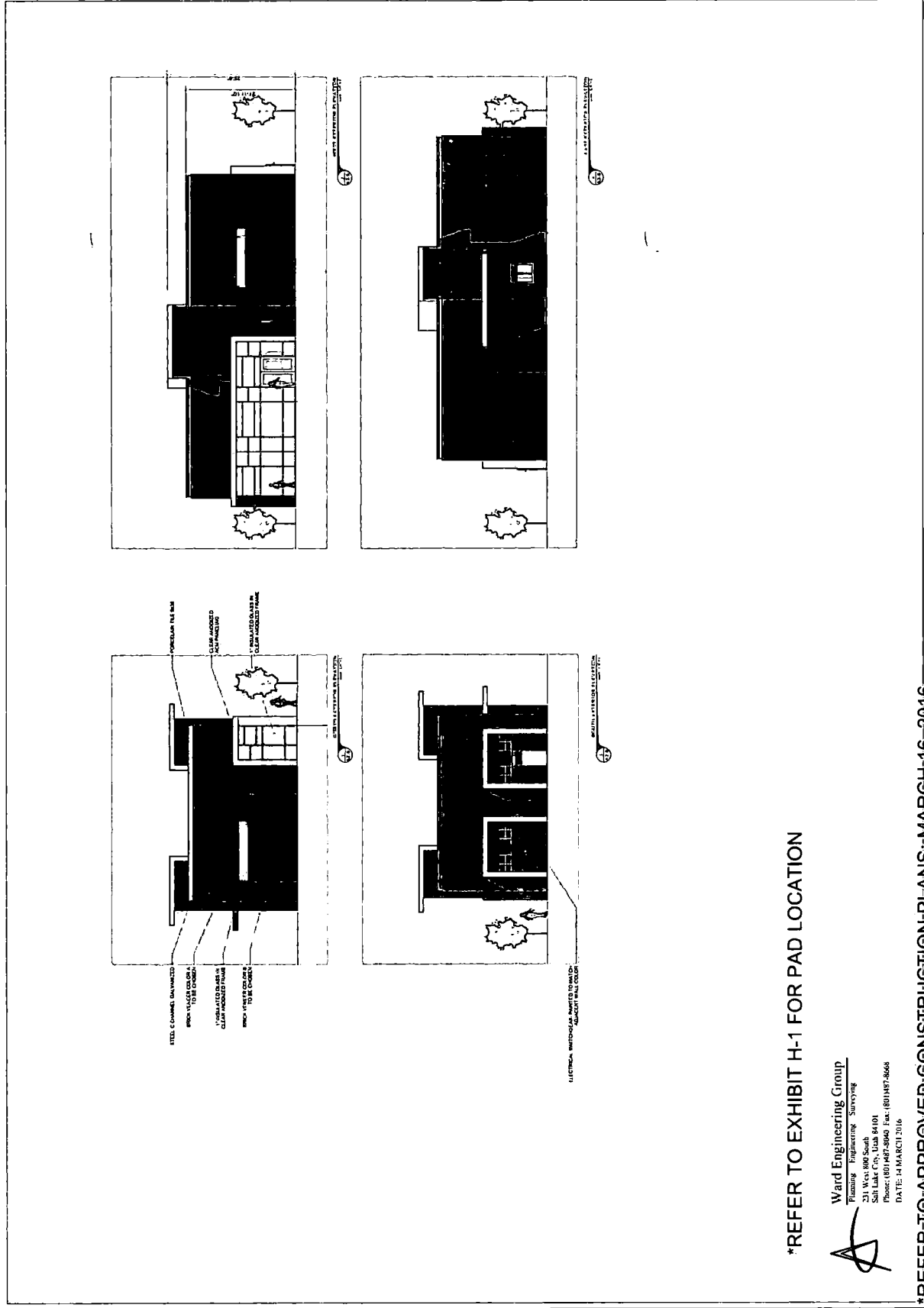
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PAD 8 - EXTERIOR
 ELEVATIONS

A2.5

EXHIBIT F8

ARCHITECTURAL RENDERINGS MARCH 18, 2016



NICHOLS + NAYLOR ARCHITECTS
1115 EAST WASHINGTON AVE. SUITE 200
SALT LAKE CITY, UTAH 84106
PHONE: (801) 487-3890 FAX: (801) 487-3898
DATE: 14 MARCH 2016

CLIENT: THACKERAY COMPANY
1165 E. WILMINGTON AVE.
SALT LAKE CITY, UT, 84106

PROJECT: WOODS CROSSING

ISSUE: 12/14/2015
DRAWN BY: RN

PAD 9 - EXTERIOR ELEVATIONS

A2.6

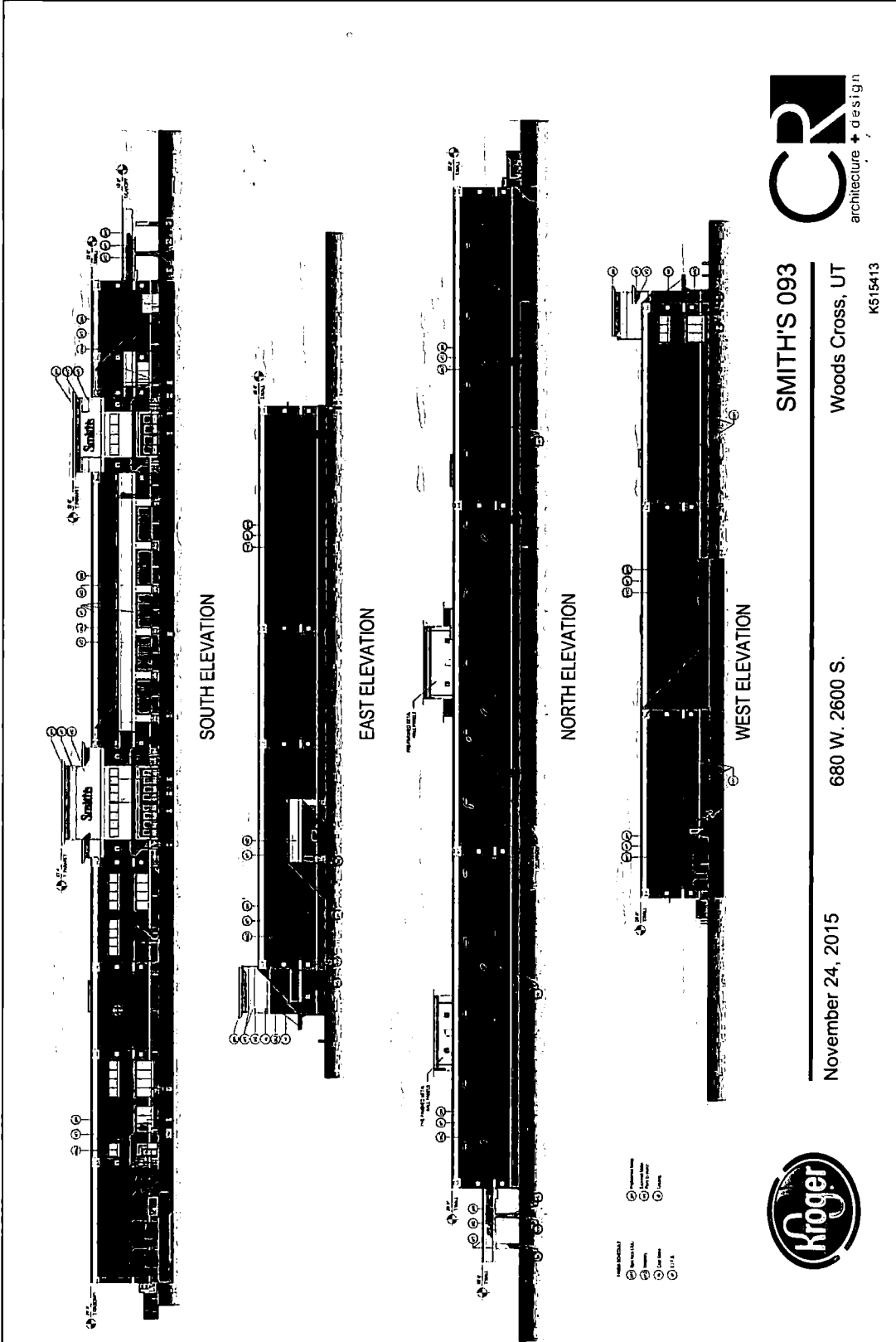
*REFER TO EXHIBIT H-1 FOR PAD LOCATION

Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801) 487-3890 Fax: (801) 487-3898
DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH-16-2016

EXHIBIT F9

ARCHITECTURAL RENDERINGS MARCH 18, 2016



SMITH'S 093
Woods Cross, UT
K515413

November 24, 2015
680 W. 2600 S.

*REFER TO EXHIBIT H-1 FOR PAD LOCATION

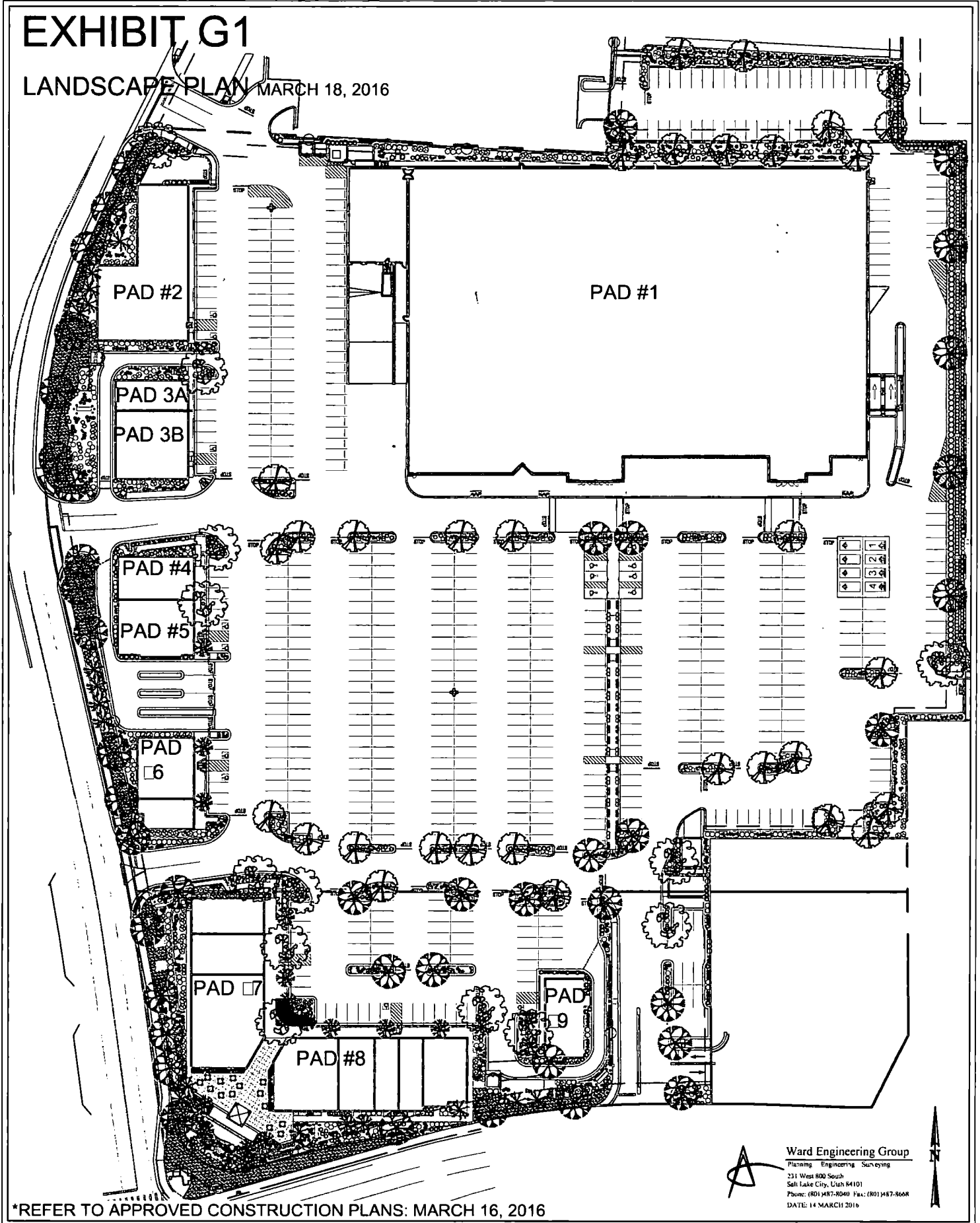
Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801) 467-6600 Fax: (801) 467-8666
DA 1E 14 MARCH 2016



*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT G1

LANDSCAPE PLAN MARCH 18, 2016



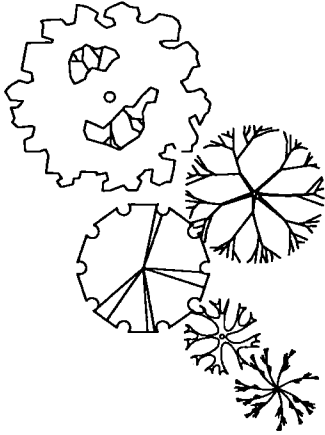
*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016



Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668
DATE: 14 MARCH 2016

EXHIBIT G2

PLANT LEGEND MARCH 18, 2016



CODE	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE (mature)	NOTES
GS	13	Gleditsia triacanthos S_line_	S_line Hone Locust	2" CAL 30Hx4_W_	D R
TC	43	Tilia cordata Greens_ire_	Greens_ire Linden	2" CAL 10Hx30W_	
CO	32	Celtis occidentalis	Hac_err_	2" CAL _0Hx30W_	D R
AF	19	Acer ginnala Flame_	Amur Clum_ Ma_je Flame_	1 1/2" CAL 2_Hx18W_	Multi.Trun_
PA	16	Picea a_ies	Nor_a_S_ruce	7.8 Feet Tall _0Hx20W_	D R

SHRUBS

	BD	48	Buddleia da_idii	Butterfl_ Bush	_ GAL 8Hx6W_	
	PM	121	Pinus Mughus _umilio	D_arf Mugho Pine	_ GAL 4Hx6W_	D R
	CR	21	Cornus stolonifera red_ariet_	Red T_ig Dog_ood	_ GAL 4Hx4W_	
	CY	22	Cornus stolonifera _ello_ _ariet_	Yello_ T_ig Dog_ood	_ GAL 4Hx4W_	
	EA	243	Euon_mus alatus com_acta_	D_arf Burning Bush	_ GAL 4Hx_W_	
	VT	88	Vi_urnum trilo_a com_acta_	Com_act American Cran_err_	_ GAL _Hx_W_	D R
	RF	26_	Rosa famil_	Rose _ariet_	_ GAL 4Hx_W_	
	SB	362	S_irea _umalda Anthon_Waterer_	Anthon_Waterer S_irea	1 GAL 2Hx3W_	D R
	SN	1.2	S_irea ni__onica Sno_mound_	Sno_mound S_irea	1 GAL 2Hx3W_	D R
	BT	407	Ber_enis thun_ergi atro_ur_urea naha	Crimson P.gm_Bar_err_	1 GAL 2Hx3W_	D R
	.C	33	_uni_erus sa_jina Broadmoor_	Broadmoor _uni_er	1 GAL 2Hx_W_	D R

GROUND COVER

	CS	484	Coreo_sis s.c.	Coreo_sis _arieties	1 GAL 2Hx3W_	D R
	BF	99	Cam_anula s.c.	Bellio_er	1 GAL 2Hx3W_	
	_F	843	Calamogrostis acutiflora _arf Foerster_	_arf Foerster Reed Grass	1 GAL 4Hx1_W_	D R
	CP	1292 SF	Cree_ing _hlox	Moss Pin_	1 GAL OR FLATS 1_Hx2W_	PLANT AT 18" O.C. FOR FLATS OR 3.O.C. FOR 1 GAL.
	CT	24_ SF	Cerastium tomentosum	Sno_in Summer	1 GAL OR FLATS 1Hx3W_	PLANT AT 18" O.C. FOR FLATS OR 3.O.C. FOR 1 GAL.
		13,648 SF	Festuca arundinacea La__nirih_	RTF turf grass		

D R - Drought Tolerant

GENERAL NOTES

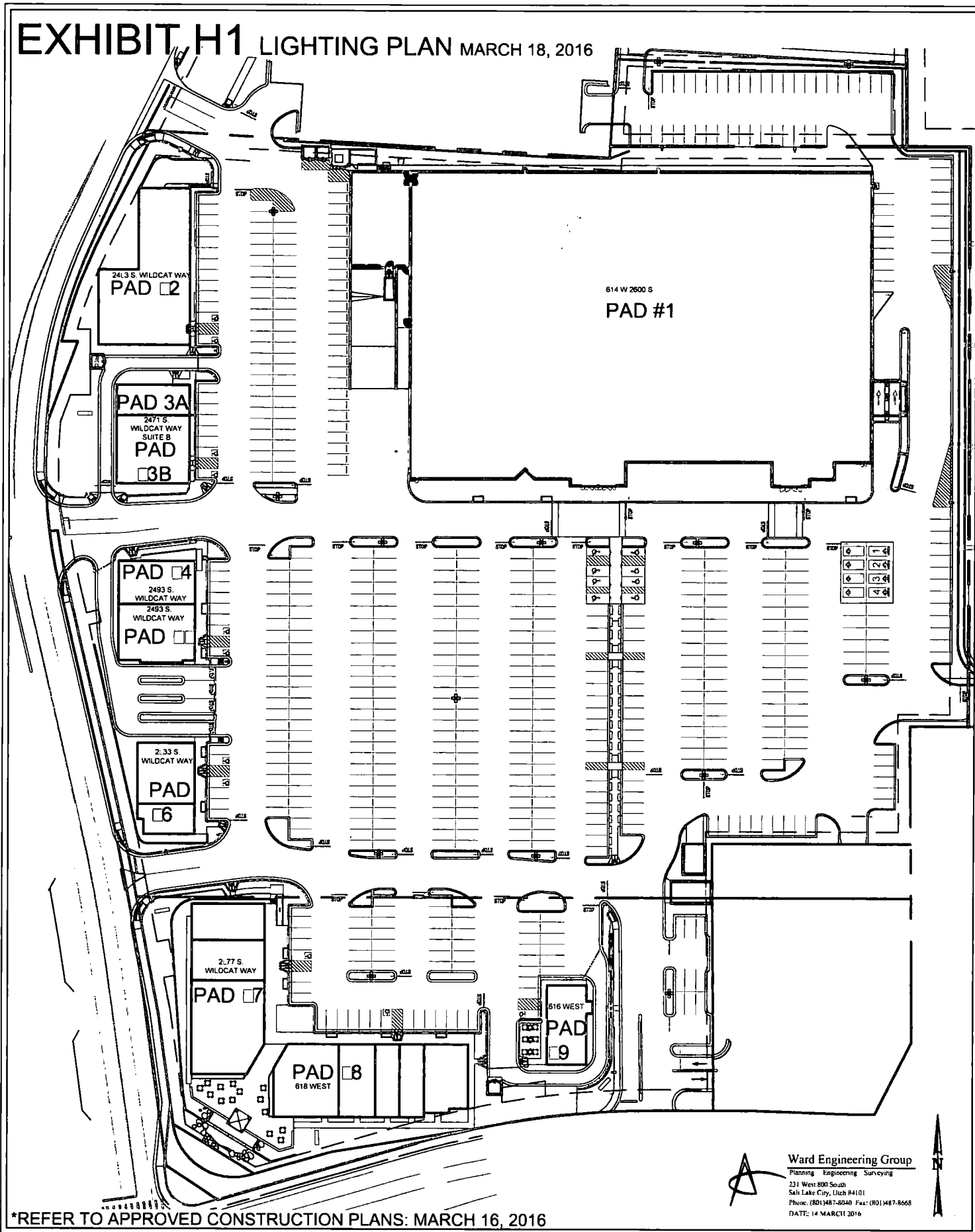
- 1 ALL QUANTITIES ARE SHOWN AS AN AID ONLY. PLANS TAKE PRECEDENCE. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR FOR ALL ACTUAL QUANTITY CALCULATIONS.
- 2 PLANT COMMON NAMES ARE SHOWN AS AN AID ONLY. USE BOTANICAL NAME WHEN PURCHASING ALL PLANT MATERIAL.
- 2 ALL PLANTING TO BE DONE PER DETAILS SHEET LD 01, AND COMMON INDUSTRY BEST PRACTICES



Ward Engineering Group
Planning Engineering Surveying
231 West 800 South
Salt Lake City, Utah 84101
Phone: (801)487-8040 Fax: (801)487-8668
DATE: 14 MARCH 2016

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT H1 LIGHTING PLAN MARCH 18, 2016



*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

 **Ward Engineering Group**
Planning Engineering Surveying
231 West 800 South
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DATE: 14 MARCH 2016

EXHIBIT H2

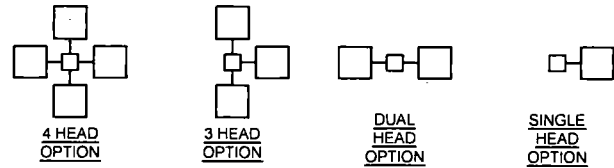
LIGHTING PLAN MARCH 18, 2016

GENERAL SHEET NOTES

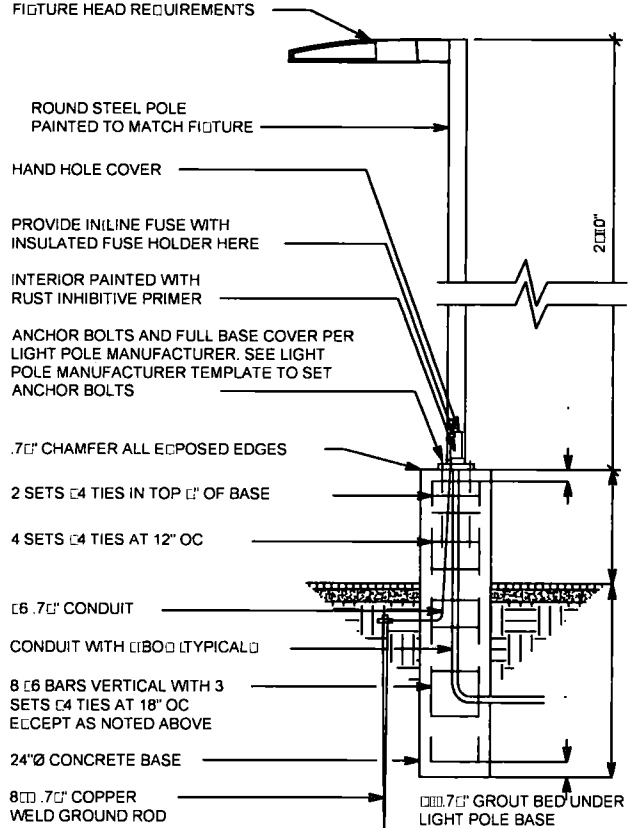
1. THE ELECTRICAL CONTRACTOR SHALL MEET WITH AND COORDINATE WITH ALL SERVICE PROVIDERS (POWER, COMMUNICATION, CABLE/SATELLITE, ETC.) TO THE FACILITY ON SITE PRIOR TO ANY WORK BEING PERFORMED. CONFIRM WITH EACH SERVICE PROVIDER EXACT LOCATIONS, EQUIPMENT AND ROUTING. COMPLY WITH ALL SERVICE PROVIDER'S CURRENT STANDARDS AND REQUIREMENTS. PROVIDE THE REQUIRED EQUIPMENT, RACEWAYS, BOLES, CABLE, ETC. AS REQUIRED BY THE SERVICE PROVIDER WEATHER SHOWN ON THE DRAWINGS OR NOT.
2. FOR ALL LIGHT FIXTURES, POLE LIGHTS, AND ALL OTHER ELECTRICAL DEVICES THE CONTRACTOR SHALL COORDINATE EXACT LOCATION AND MOUNTING HEIGHTS WITH ARCHITECT, OWNER, ENGINEER, AND ALL OF THE CONTRACT DOCUMENTS PRIOR TO ROUGH IN AND TRENCHING.
3. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCHING, BACKFILL, AND COMPACTION ASSOCIATED TO ALL ELECTRICAL UNDERGROUND RACEWAYS AND CABLES. COORDINATE WITH ARCHITECTURAL AND CIVIL DRAWINGS. SEE UNDERGROUND RACEWAY DETAILS FOR REQUIREMENTS FOR EACH TRENCH.
4. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL CONCRETE/ASPHALT CUTTING AND REPLACEMENT OF CONCRETE/ASPHALT TO MATCH EXISTING ASSOCIATED WITH UNDERGROUND RACEWAYS PROVIDED AS PART OF THIS PROJECT.
5. PROVIDE NEMA 3R ENCLOSURES FOR EQUIPMENT LOCATED OUTDOORS. REFER TO PLANS FOR EQUIPMENT LOCATIONS.
6. REFER TO PLANS FOR CONSTRAINTS ON PHYSICAL DIMENSIONS AND CLEARANCE REQUIREMENTS OF EQUIPMENT. PROVIDE EQUIPMENT DIMENSIONS THAT FALL WITHIN THE CONSTRAINTS OF EACH SPECIFIC LOCATION.
7. ALL EQUIPMENT SHALL BE CONSTRUCTED AND BRACED FOR THE SEISMIC CONDITIONS OF THE PROJECT. REFER TO SPECIFICATIONS SECTION MEDIUM VOLTAGE TRANSFORMERS FOR REQUIREMENTS.
8. COMPLY WITH ALL LOCAL UTILITY REQUIREMENTS. COORDINATE WITH CIVIL ENGINEER AND LOCAL UTILITY BEFORE ORDERING EQUIPMENT.
9. CONTRACTOR SHALL MEET ON SITE WITH ROCKY MOUNTAIN POWER PRIOR TO ANY WORK BEING PERFORMED ON SITE.
10. PROVIDE SERVICE RATED EQUIPMENT AT EACH SERVICE ENTRANCE.
11. NEMA 3R, SERVICE ENTRANCE RATED.
12. ALL LIGHT POLES, FIXTURES, AND ANCHOR BOLTS ARE PROVIDED BY THE OWNER, LOGGED, AND MUST BE COORDINATED, RECEIVED, HANDLED, ASSEMBLED, AND INSTALLED BY THE SITE CONTRACTOR. ALL WARRANTY WORK AND REPAIRS ARE THE SITE CONTRACTOR'S RESPONSIBILITY.

SHEET KEYNOTES

1. BUILDING MOUNTED LIGHTS TO BE PROVIDED BY OTHERS.
2. PROVIDE AN INGROUND LUNCLON BOLT (HEAVY DUTY BOLT WITH LID WxLxD, 1 1/2"x1 1/8"x12" L FOR PYLON SIGN, BASIS OF DESIGN, OLDCASTLE PRECAST LL22686, OR APPROVED EQUIVALENT).
3. RUN CONDUITS TO ELECTRICAL ROOM IN TENANT UNIT.
4. APPROXIMATE LOCATION OF ELECTRICAL EQUIPMENT PROVIDE BY OTHERS. COORDINATE EXACT LOCATION OF WHERE TO STUB CONDUITS TO.
5. PROVIDE AN INGROUND LUNCLON BOLT (HEAVY DUTY BOLT WITH LID WxLxD, 1 1/2"x1 1/8"x12" L FOR PLUMBING LIGHTING, BASIS OF DESIGN, OLDCASTLE PRECAST LL22686, OR APPROVED EQUIVALENT).



SEE FIGURE SCHEDULE FOR FIGURE HEAD REQUIREMENTS



PARKING LOT LIGHT POLE BASE DETAIL

2

NTS
































Ward Engineering Group
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DATE: 14 MARCH 2016

EXHIBIT 12

STORM WATER PLAN MARCH 18, 2016

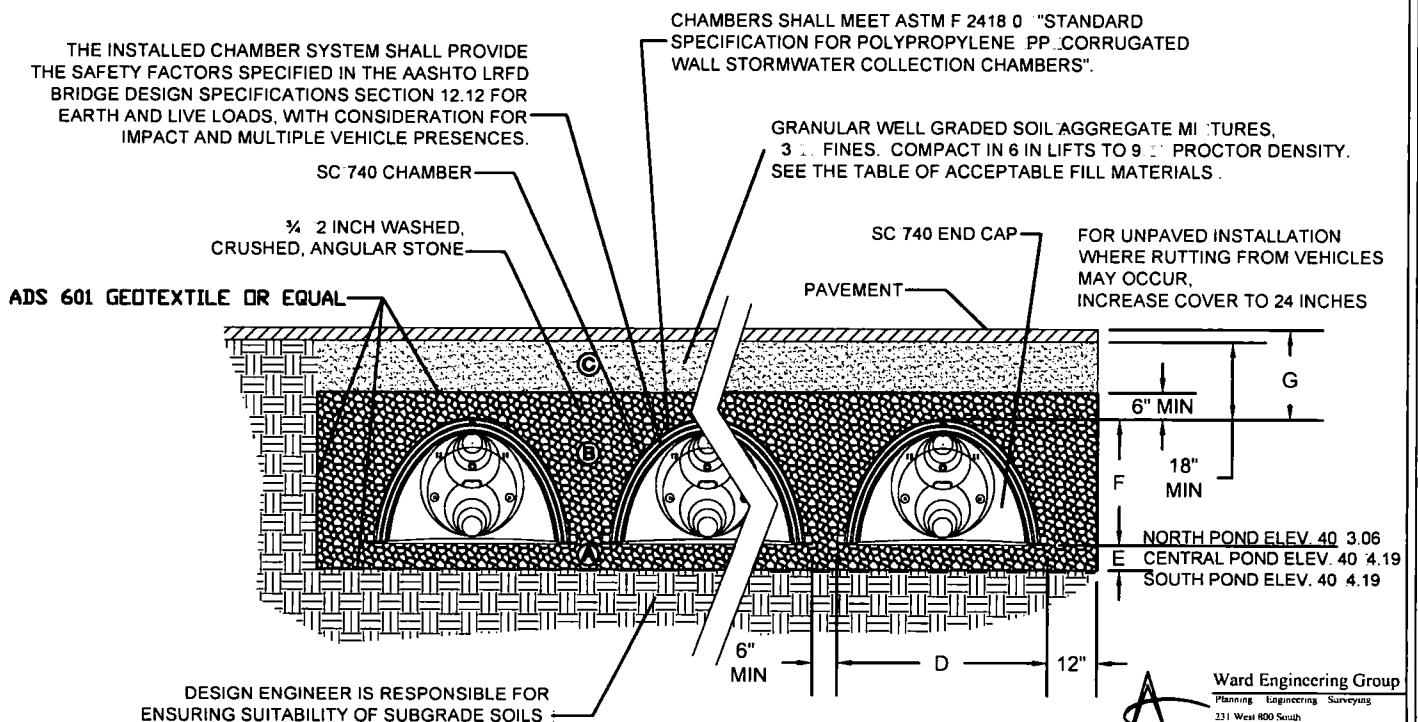
LEGEND

PROP. PAVEMENT	
PROP. CONCRETE	
PROP. 12" WATER LINE	
PROP. 8" WATER LINE	
PROP. 8" SEWER LINE	
PROP. 12" STORM DRAIN LINE	
PROP. 18" STORM DRAIN LINE	
PROP. 24" STORM DRAIN LINE	
PROPERTY LINE	
RIGHT OF WAY	
ROADWAY CENTERLINE	
E. WATER LINE	
E. SEWER LINE	
E. STORM DRAIN LINE	
FIRE HYDRANT	PROP.  E. IST. 
STREET LIGHT	PROP.  E. IST. 
SEWER MANHOLE	PROP.  E. IST. 
WATER VALVE	PROP.  E. IST. 
WATER METER	PROP.  E. IST. 
DIRECTION OF FLOW	
TYPE IV CATCH BASIN	PROP.  E. IST. 
STORM DRAIN MANHOLE	PROP.  E. IST. 

Dimension	SC 740
D	11"
E	6" min.
F	30"
G	96" max.

NOTES

- ALL DESIGN SPECIFICATIONS FOR STORMTECH CHAMBERS SHALL BE IN ACCORDANCE WITH THE STORMTECH DESIGN MANUAL.
- THE INSTALLATION OF STORMTECH CHAMBERS SHALL BE IN ACCORDANCE WITH THE LATEST STORMTECH INSTALLATION INSTRUCTIONS.
- THE CONTRACTOR IS ADVISED TO REVIEW AND UNDERSTAND THE INSTALLATION INSTRUCTION PRIOR TO BEGINNING SYSTEM INSTALLATION. CALL 1 888 892 2694 OR VISIT WWW.STORMTECH.COM TO RECEIVE A COPY OF THE LATEST STORMTECH INSTALLATION INSTRUCTIONS.
- CHAMBERS SHALL MEET THE DESIGN REQUIREMENT AND SAFETY FACTORS SPECIFIED IN SECTION 12.12 OF THE LATEST EDITION OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. LOADS SHALL BE CALCULATED IN ACCORDANCE WITH SECTION 2 AND SHALL INCLUDE H20 DESIGN TRUCK, IMPACT FACTOR, MULTIPLE PRESENCE AND LANE LOAD.

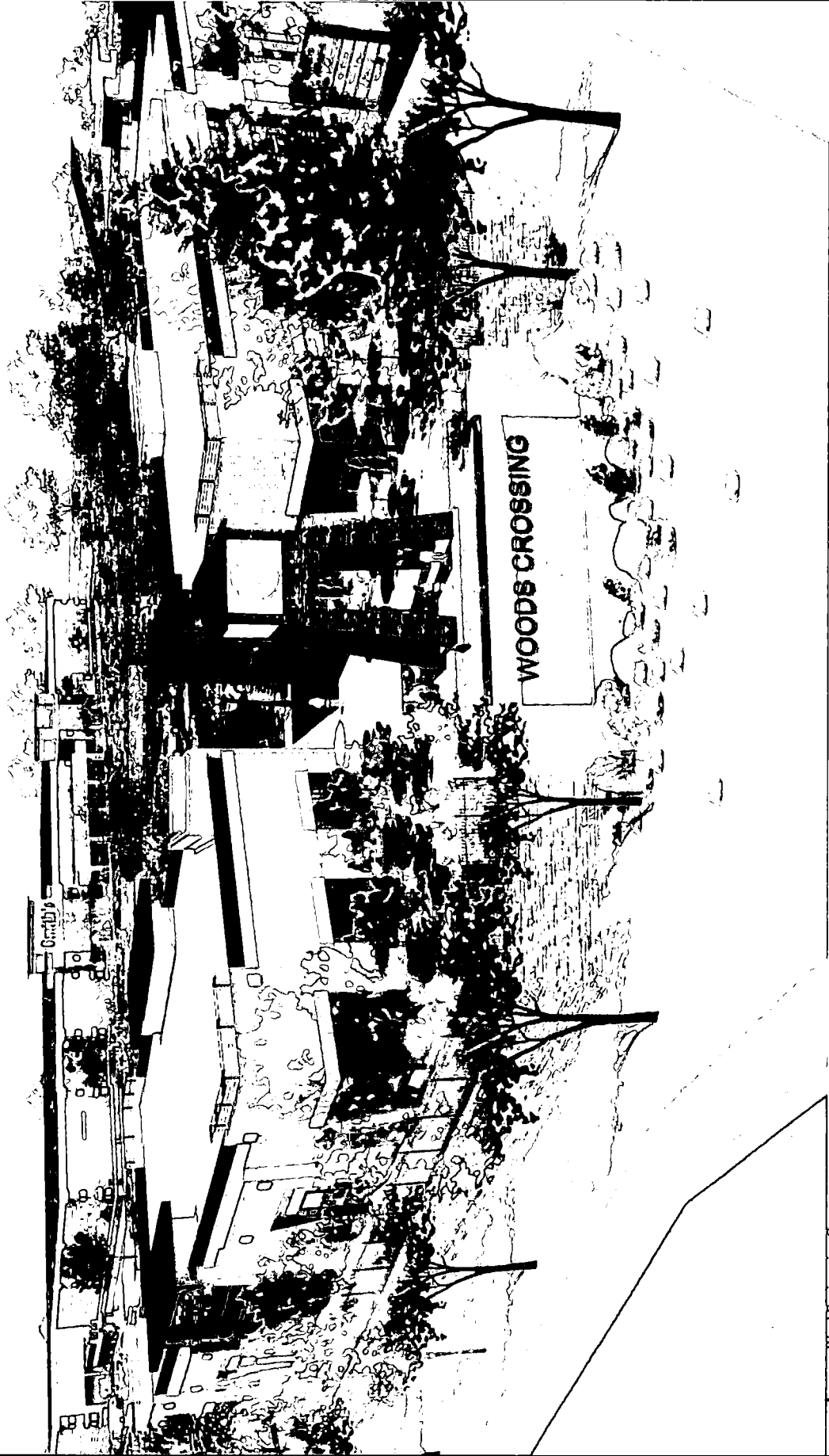


*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

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DATE: 14 MARCH 2016

EXHIBIT J

ENTRY FEATURES MARCH 18, 2016



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DATE: 14 MARCH, 2016



*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT K

Woods Cross City Corporation
2600 South CDA
Revision Date: March 18, 2016
Impact Fee Estimate

WATER

Description	Size	Quantity	Unit	Price	Total
Water Credit					
1 2" Water meter (Kmart)	2"	1	EA	\$26,493.00	\$26,493.00
2 3/4" Water meter (Sipps)	3/4"	1	EA	\$3,312.00	\$3,312.00
3 3/4" Water meter (Hartland)	3/4"	1	EA	\$3,312.00	\$3,312.00
TOTAL CREDIT					-\$33,117.00
New Water Meters					
1 Grocery Store (Smiths)	3"	1	EA	\$49,674.00	\$49,674.00
2 Retail Space	2"	1	EA	\$26,493.00	\$26,493.00
3 Drive Thru	1"	1	EA	\$8,281.00	\$8,281.00
4 Bank/Retail Space	1"	1	EA	\$8,281.00	\$8,281.00
5 Retail Space	1"	1	EA	\$8,281.00	\$8,281.00
6 Retail Space	1.5"	1	EA	\$16,558.00	\$16,558.00
7 Retail Space	1.5"	1	EA	\$16,558.00	\$16,558.00
8 Drive Thru	1"	1	EA	\$8,281.00	\$8,281.00
9 Irrigation	2"	1	EA	\$26,493.00	\$26,493.00
10 Irrigation	2"	1	EA	\$26,493.00	\$26,493.00
11 Irrigation	1.5"	1	EA	\$16,558.00	\$16,558.00
12 Fountain	3/4"	1	EA	\$3,312.00	\$3,312.00
TOTAL WATER IMPACT FEE					\$215,263.00

Water Summary

Impact Fee (new and Credit) \$182,146.00

STORM DRAIN

Description	Quantity	Unit	Price	Total
Storm Drain Credit				
Pre-Develop Area (Credit)	11.17	Ac		
Developd Area	12.51	Ac		
Difference	1.34	Ac	\$4,014.00	\$5,378.76

Storm Drain Summary

TOTAL STORM DRAIN FEES **\$5,378.76**

Exhibit K - Page 2

FIRE/EMS FEES				
Description	Quantity	Unit	Price	Total

Fire/EMS Credit

1 Kmart Building (+ Mez=15200sf)	124,763	sf	\$0.240	\$29,943.12
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TOTAL CREDIT -\$29,943.12

New Building area

1 Grocery Store (Smiths) w/Mez	103,227	SF	\$0.240	\$24,774.48
2 Retail Space w/2stories	15,000	SF	\$0.114	\$1,710.00
3 Drive Thru	4,900	SF	\$0.240	\$1,176.00
4 Bank/Retail Space	5,575	SF	\$0.240	\$1,338.00
5 Retail Space	3,525	SF	\$0.240	\$846.00
6 Retail Space	8,280	SF	\$0.240	\$1,987.20
7 Retail Space	9,308	SF	\$0.240	\$2,233.92
8 Drive Thru	2,275	SF	\$0.240	\$546.00

TOTAL FEE \$34,611.60

Fire/EMS Impact Fee Summary

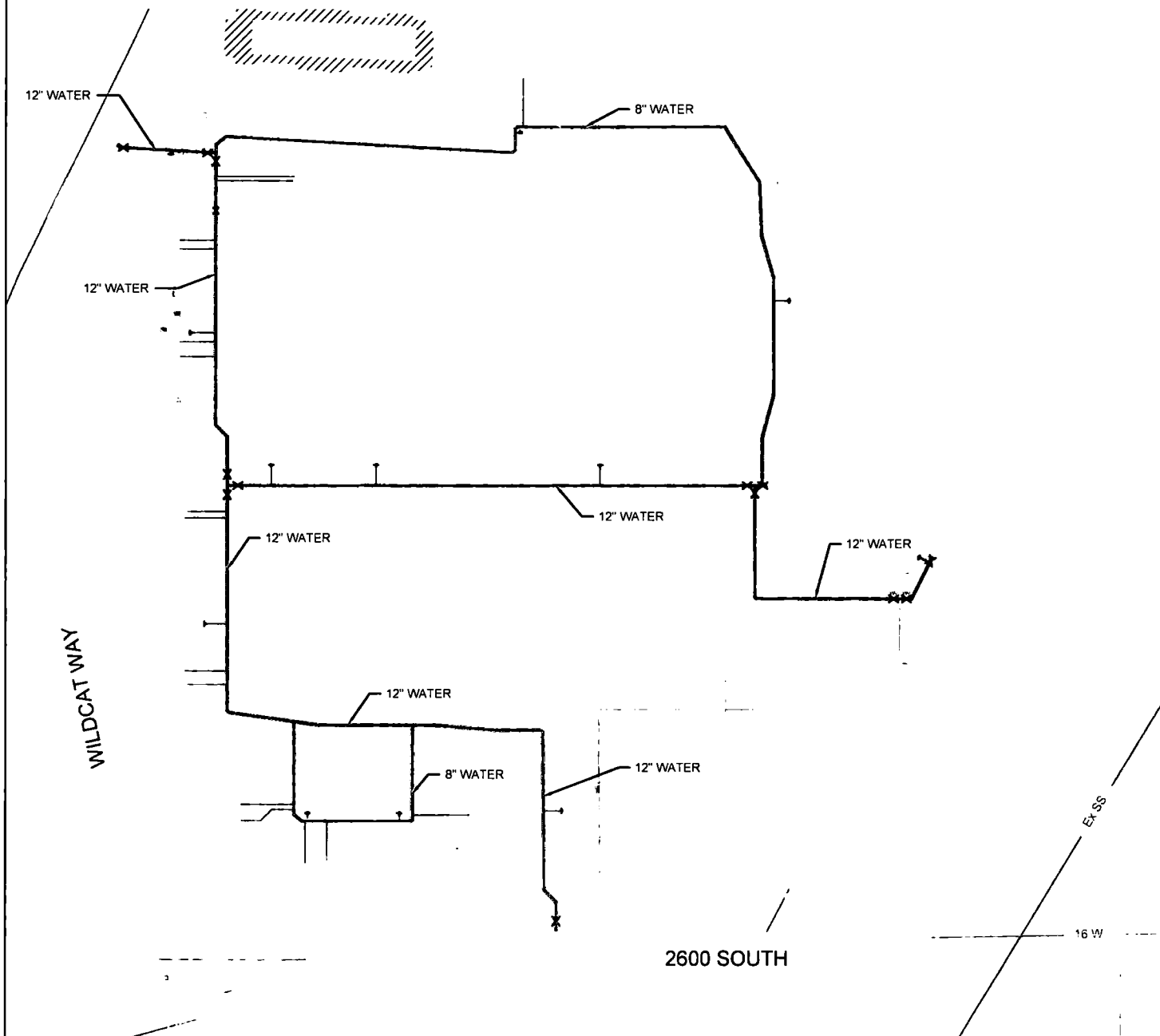
Impact Fee (new and Credit)	\$4,668.48
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SANITARY SEWER





**** Contact SDSA for Impact and connection fees****


EXHIBIT L


WATER MARCH 18, 2016



LEGEND

-  WATER MAIN
-  WATER LATERAL
-  FIRE HYDRANT
-  WATER VALVE

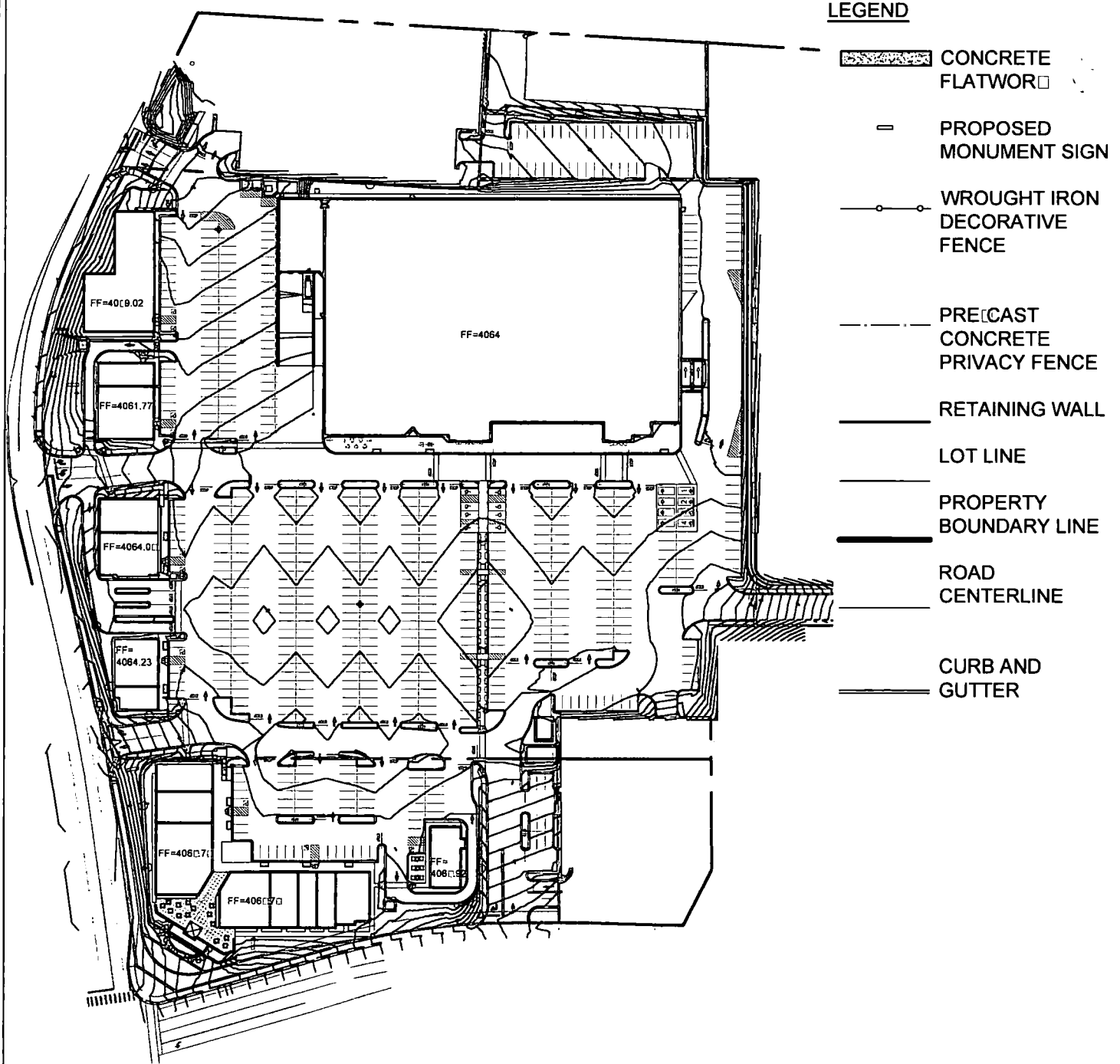
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DATE: 14 MARCH 2016





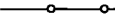






*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

EXHIBIT M


GRADING PLAN MARCH 18, 2016



LEGEND

-  CONCRETE FLATWORK
-  PROPOSED MONUMENT SIGN
-  WROUGHT IRON DECORATIVE FENCE
-  PRECAST CONCRETE PRIVACY FENCE
-  RETAINING WALL
-  LOT LINE
-  PROPERTY BOUNDARY LINE
-  ROAD CENTERLINE
-  CURB AND GUTTER

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

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DATE: 14 MARCH 2016


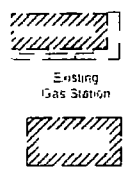
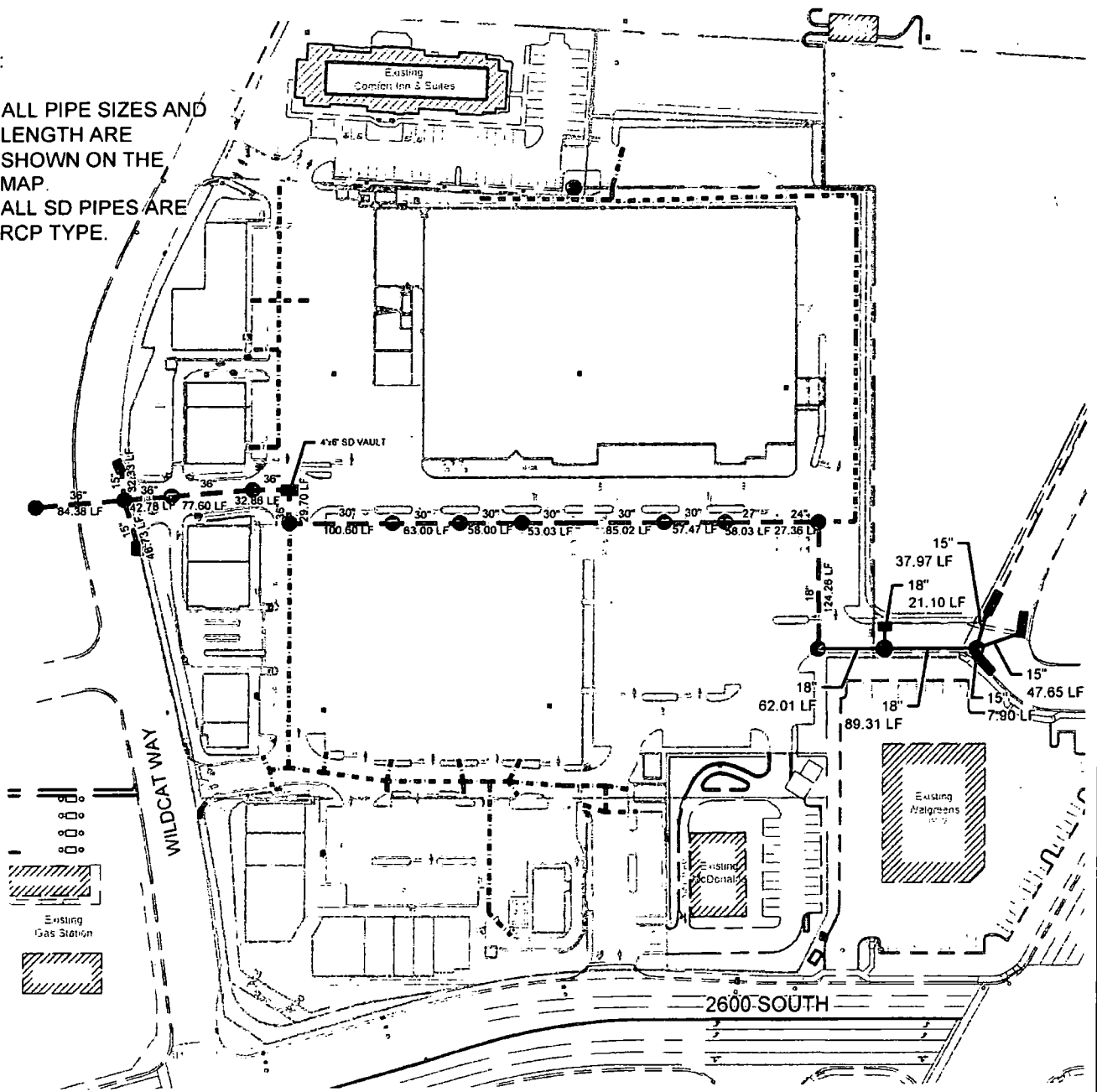


EXHIBIT N1

COST SHARING EXHIBIT: STORM DRAIN MARCH 18, 2016

NOTE:

- ALL PIPE SIZES AND LENGTH ARE SHOWN ON THE MAP.
- ALL SD PIPES ARE RCP TYPE.




LEGEND

PAYMENT

- 100% CITY (INCLUDING MANHOLES)
- -●- - 50 / 50% CITY / DEVELOPER (INCLUDING MANHOLES)
- ...●... 100% DEVELOPER (INCLUDING MANHOLES)

*SEE EXHIBIT I1 FOR OWNERSHIP OF SD FACILITIES

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016


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 DATE: 12 MARCH 2016


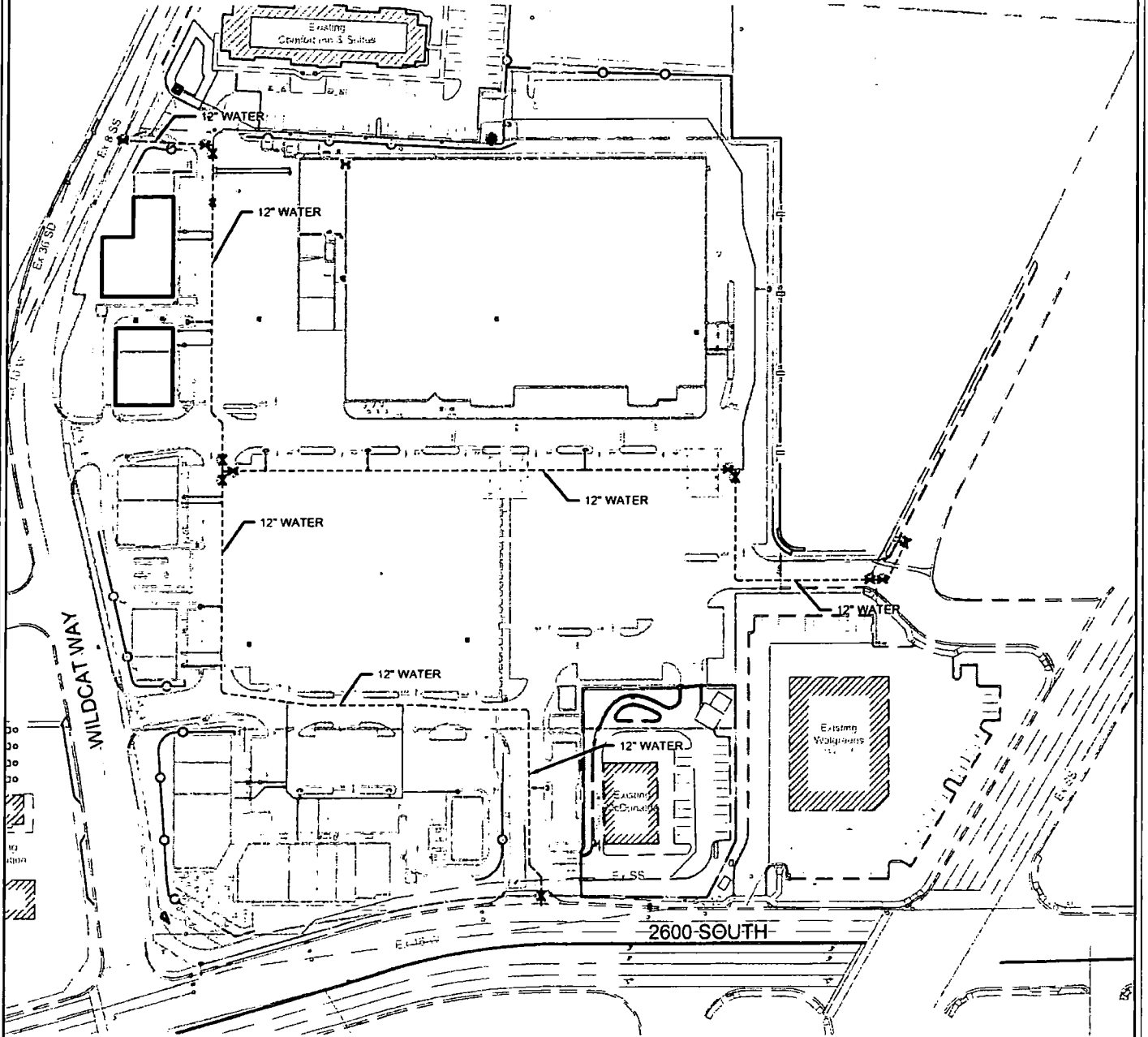






EXHIBIT N2


UPSIZING EXHIBIT: WATER MARCH 18, 2016



LEGEND

-  8" - 12" UPSIZE LINE (INCLUDING VALVES)
-  12" BUTTERFLY VALVE
-  8" LINE
-  FIRE HYDRANT

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016

 **Ward Engineering Group**
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211 West 400 South
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DATE: 14 MARCH 2016




EXHIBIT O

Woods Cross City Corporation
2600 South CDA
Oversize Cost Sharing Estimate
Revision Date: March 18, 2016

Water Items				Price		% City	
Description	Quantity	Unit	Difference*	Total	Participation	City Total	
1 Oversize 8" to 12" PVC C-900 DR18	2086	LF	\$7.74	\$16,145.64	100%	\$16,145.64	
2 Oversize 8" Valve to 12" Butterfly	12	EA	\$176.64	\$2,119.68	100%	\$2,119.68	
3 Oversize 8" 90* Bend to 12" MJ	2	EA	\$207.36	\$414.72	100%	\$414.72	
4 Oversize 8" 45* Bend to 12" MJ	7	EA	\$178.37	\$1,248.59	100%	\$1,248.59	
5 Oversize 8x8x6 Tee to 12" MJ x FL	3	EA	\$241.74	\$725.22	100%	\$725.22	
6 Oversize 8" to 12" Hot Tap	2	EA	\$500.00	\$1,000.00	100%	\$1,000.00	
Water Total				\$21,653.85		\$21,653.85	

Storm Drain Items				Price		% City	
Description	Quantity	Unit	Price *	Total	Participation	City total	
1 15" RCP Storm Drain Pipe	213.32	LF	\$40.00	\$8,532.80	100%	\$8,532.80	
2 18" RCP Storm Drain Pipe	161.3	LF	\$45.00	\$7,258.50	50%	\$3,629.25	
3 24" RCP Storm Drain Pipe	291.9	LF	\$60.00	\$17,514.00	50%	\$8,757.00	
4 27" RCP Storm Drain Pipe	204.02	LF	\$65.00	\$13,261.30	50%	\$6,630.65	
5 30" RCP Storm Drain Pipe	173.6	LF	\$70.00	\$12,152.00	50%	\$6,076.00	
6 36" RCP Storm Drain Pipe	292.2	LF	\$88.50	\$25,859.70	50%	\$12,929.85	
7 5' MH and Clean out	6	EA	\$3,800.00	\$22,800.00	50%	\$11,400.00	
8 5' MH and Clean out	2	EA	\$3,800.00	\$7,600.00	100%	\$7,600.00	
9 Single Curb Inlet	1	EA	\$2,500.00	\$2,500.00	100%	\$2,500.00	
10 Single Curb Inlet	2	EA	\$2,500.00	\$5,000.00	50%	\$2,500.00	
11 Double Curb Inlet	3	EA	\$3,500.00	\$10,500.00	100%	\$10,500.00	
12 4'x9' SD Control Box with 18" Orifice	1	EA	\$5,000.00	\$5,000.00	50%	\$2,500.00	
Storm Drain Total				\$137,978.30		\$83,555.55	

Total Costs: \$159,632.15 Oversize: \$105,209.40

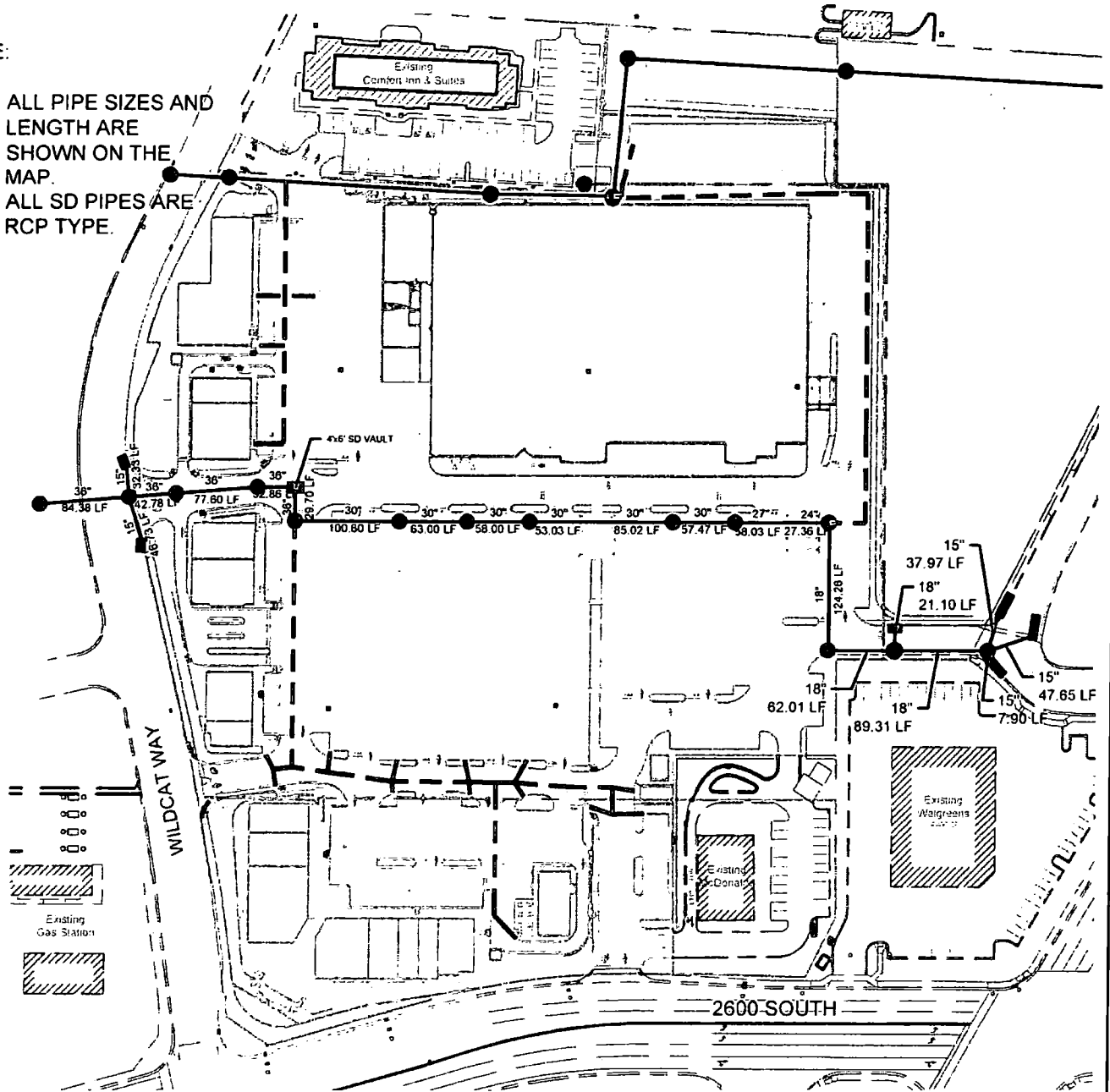
* Unit Prices to be based upon Actual Bid price. This estimate may vary.

EXHIBIT P1

OWNERSHIP EXHIBIT: STORM DRAIN MARCH 18, 2016

NOTE:

- ALL PIPE SIZES AND LENGTH ARE SHOWN ON THE MAP.
- ALL SD PIPES ARE RCP TYPE.



LEGEND

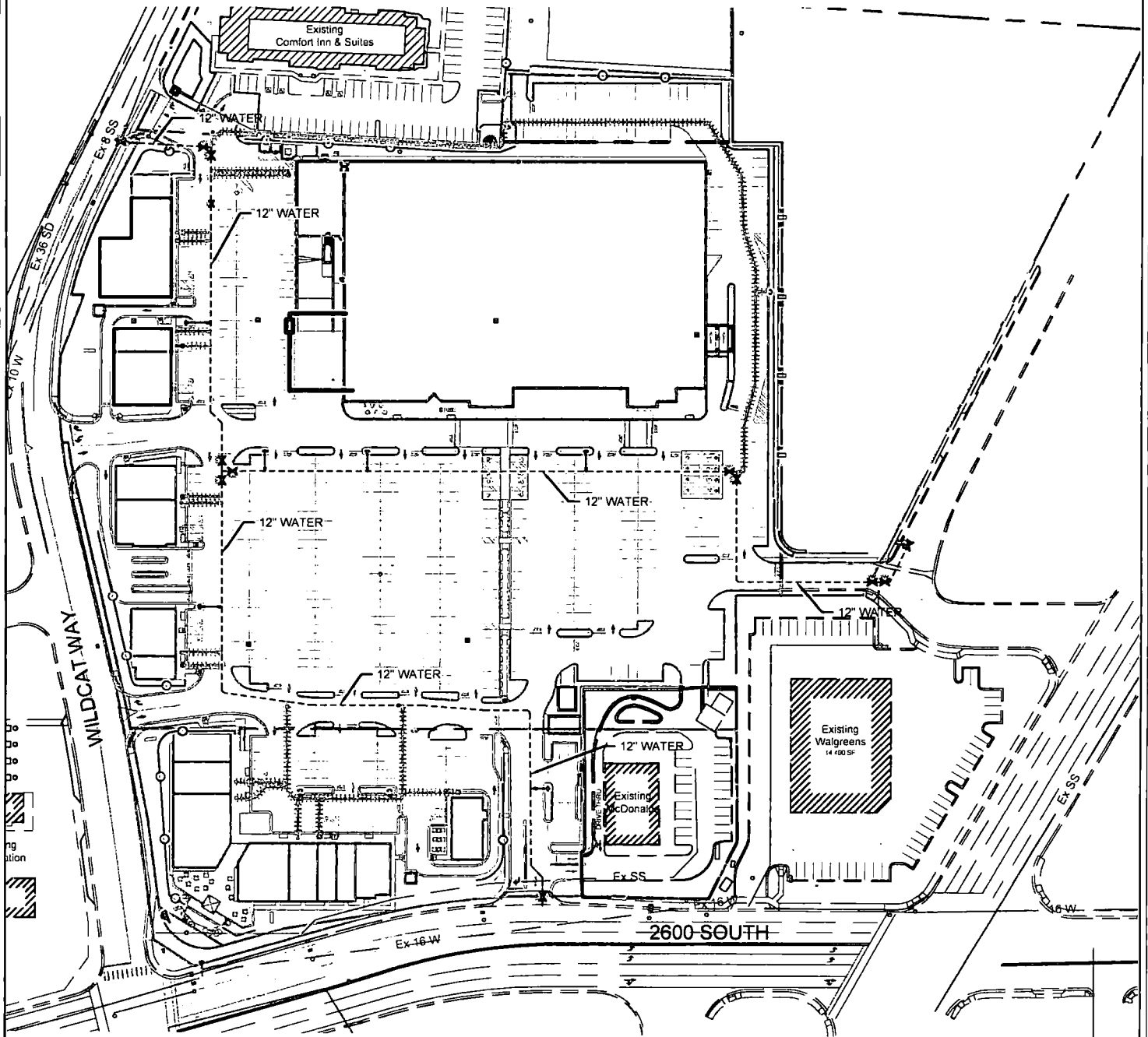
- OWNED, OPERATED, AND MAINTAINED BY CITY
- -●- - OWNED, OPERATED, AND MAINTAINED BY DEVELOPER

*SEE EXHIBIT I1 FOR OWNERSHIP OF SD FACILITIES
*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016



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 DATE: 14 MARCH 2016

EXHIBIT P2

OWNERSHIP EXHIBIT: WATER MARCH 18, 2016



LEGEND

-  OWNED, OPERATED AND MAINTAINED BY THE CITY INCLUDING VALVES AND FIRE HYDRANTS
-  OWNED, OPERATED AND MAINTAINED BY THE DEVELOPER INCLUDING VALVES AND FIRE HYDRANTS

*REFER TO APPROVED CONSTRUCTION PLANS: MARCH 16, 2016



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DATE: 14 MARCH 2016

