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When Recorded, Return to:

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

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

For Information Only: Tax Parcel Nos. 06-406-0001 --> 0047

**DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE ^D**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered this ___ day of September 2018, by and between WOODS CROSS CITY, a Utah municipal corporation of the State of Utah (the "City") and Olde Towne Centre Towns, LLC, a Utah limited liability company ("OTC Towns"), and Wilson Properties & Associates L.C., a Utah limited liability company ("Wilson"), in contemplation of the following facts and circumstances:

RECITALS

A. OTC Towns and Wilson (collectively the "Owners" and individually an "Owner") are the owners of approximately 3.2 acres of real property located in the City and the legal description of such real property is described on Exhibit A attached hereto and incorporated herein by this reference (collectively the "Project Property").

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

C. Owners have entered into certain agreements which provide for the redevelopment of the Project Property which redevelopment includes the razing of existing improvements, the improvement of an existing commercial structure, the re-grading of the Project Property, and the construction of new improvements, all of which shall constitute a residential and commercial mixed-use project known as Olde Towne Centre (the "Project").

D. Wilson is the owner of the commercial area of the Project Property consisting of Lot 46, the metes and bounds legal description of which is included in Exhibit "A" and will be solely responsible for making and maintaining certain exterior changes to the existing commercial building as shown and described in the Architectural Standards and the diagrams of the Exterior Elevations of Commercial Building including making 11 parking spaces available for use to the residents, guests and invitees of members of Olde Towne Centre HOA¹ from 5 pm through 7:00 a.m.

E. OTC Towns is the owner of the residential area of the Project Property consisting of Lots 1 through 45, the metes and bounds legal description of which is included in Exhibit "A" and will be solely responsible for all aspects of the Project except for the exterior changes to the commercial building and other work, maintenance and other obligations related to Lot 46 as described herein.

¹ "Olde Towne Center HOA" is the name of the association of owners to be established in the CCRs described below.

F. The City and the Owners are sometimes collectively referred to herein as the "Parties."

G. The demolition of existing improvements, the improvement and remodel 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, as amended (the "Act").

H. The Owners have 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.

I. 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.

J. The City desires to enter 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.

K. The Parties further desire to enter this Agreement to specify the rights and responsibilities of each Owner to develop the Project, the standards for development of the Project, 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.

L. The Parties acknowledge that the Project contemplates the subdivision of the Project Property into a commercial building together with its common area which Wilson will continue to own and on which a number of shared parking stalls will be located, and a residential area consisting of 45 town homes together with its common area, owned by OTC Towns, which upon completion of the Project OTC Towns intends to sell to members of the general public.

M. By virtue of recorded easements and/or cross-access provisions in the Plat and in the CCRs, the Parties intend to secure 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.

N. The parties acknowledge that the development of the Project property has been the subject of litigation pending before the Second District Court of the State of Utah, Case no. 170700112 (the "Litigation"); a purpose of this Agreement is to memorialize the parties' resolution of all matters at issue in the Litigation.

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 the Owners 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 the Owners 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 the Owners 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. Pursuant to the City Code, the zoning classification for the Property is "Restricted Commercial" "C-1 (the "C-1 Zone"). Land uses in the C-1 Zone designation shall be governed by the City Code as adopted as of the Effective Date. A copy of Chapter 12-11 of the City Code regarding the C-1 Zone which shall be applicable to the Project Property on the Effective Date is attached hereto as Exhibit C and incorporated by this reference. At the time of the Owners' application, the City's zoning ordinances included Chapter 12-16b, entitled "Mixed Use Center Zone" attached hereto as Exhibit "D"; said ordinance has been repealed. The Parties acknowledge that there are ambiguities in the "Mixed Use Center" zoning regulations that, in part, created issues leading to the Litigation. The parties acknowledge and agree that any ambiguities in said regulations and questions related to development of a "mixed use"-type development are resolved by this Agreement.

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 in effect on the Effective Date of this Agreement. In the event of a conflict between this Agreement and the City Code, the provisions of this Agreement shall govern.

5. Modification of Approved Construction Plans. After execution of this Agreement, any proposed modification of the Approved Construction Plans (defined in paragraph 9, below, and generally 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 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" will be reviewed by the City's staff and shall require only the approval of the Community Development Director. The Owners may request approval of material modifications to any of the development plans from time to time as they 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) 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 vehicular or pedestrian traffic, drainage or other design characteristics; (iv) changes the footprint location of the buildings to be constructed on the Project as shown on the Site Plan; (v) changes the location or approved number of parking spaces as shown on the Site Plan; (vi) changes the dimensions of

parking spaces, walk ways or road ways in the Project; (vii) 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" the determination shall be made by the City's Community Development Director. Modifications that are not material shall be reviewed by the Community Development Director, and will be approved if such proposed modifications are consistent with the City's then applicable rules and regulations for projects in the C-1 Zone and are otherwise consistent with the purposes, intent and standards set forth in this Agreement.

6. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah, the City and the Owners intend this Agreement to grant Owners 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 Owners under this Agreement are granted contractually, by statute, by ordinance and under common law. Consequently, such rights of Owners 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 Owners 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. The Owners acknowledge 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 an Owner 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, including the compelling, countervailing public interest exception to the vested rights doctrine standards. Any such proposed legislation adversely affecting the vested rights of an Owner 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, Owners 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. Owners' Responsibilities for Residential and Commercial Parts of Project. The Project is a mixed-use development and the respective residential and commercial areas of the Project are owned, and will be maintained, by separate entities. The ownership of the respective areas is shown, generally, on Exhibit "E" "Property Ownership Diagram."

A. OTC Towns is the owner of the residential area, consisting of Lots 1 through 45 including the common area appurtenant thereto, as shown on the Property Ownership Diagram attached hereto as Exhibit "E". OTC Towns shall be solely responsible for all improvements and all development and construction activity and other obligations hereunder within the residential area

B. Wilson is the owner of the commercial area, consisting of Lot 46 as shown on Exhibit "E". Wilson shall be solely responsible for the improvement and construction, and ongoing maintenance, of the commercial property including the exterior modifications of the commercial building as shown on Exhibit "F." Said work shall ensure that the commercial building maintains a common and harmonious architectural theme with the residential portion of the Project Property, including installation and maintenance on the commercial building of the exterior materials that are identical to those used on the townhomes (identical fiber cement lap siding and EFIS on the facia and replacement of existing awnings with identical metal awnings). Notwithstanding anything else to the contrary contained in this Agreement, Wilson's responsibilities and liabilities to the City incurred or to be incurred hereunder are limited only to the construction, maintenance and other obligations that relate to Lot 46, and shall not apply to any such activities or obligations on Lots 1 through 45.

9. Approved Construction Plans. Owners have submitted a series of plans and drawings of the Project prepared by Benchmark Engineering and Land Surveying, Insight Landscape Architects, McNeil Engineering and other plans and details, copies 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 distinct and separate set of Approved Construction Plans, bearing the date September 19, 2018, 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 Exhibit "G", the "Site Plan" drawings that are included in the Approved Construction Plans shall govern.

10. Site Plan Approval. Owners have submitted site development plans for the development of the Project. The City has reviewed versions of site development plans submitted by the Owners, 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 "G" and incorporated by this reference. The Project shall be developed and constructed strictly in accordance with the attached Site Plan. The Owners acknowledge that the City does not provide all governmental services shown on the Site Plan, including sanitary sewer service, secondary water, and fire protection services. Those services are provided by the South Davis Sewer District, Weber Basin Water Conservancy District, and the South Davis Metro Fire Agency. The Owners are required to obtain all appropriate approvals from these agencies for the services they provide.

11. Subdivision Plat. Owners have submitted a subdivision plat intended to divide the Project Property into different uses (commercial and residential) and into individual parcels (lots 1 through 45 being residential townhome type units; and lot 46 being a commercial use)

which may be conveyed to individual purchasers in accordance with applicable law. The City has reviewed proposed versions of subdivision plats submitted by the Owners, 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 "H" 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 by the City 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. Access to, within and across the Project Property and to, within and across the individual legal lots shown on the subdivision plat shall be memorialized in the Plat and in the Conditions, Covenants & Restrictions ("CCRs"), hereinafter defined. The CC&Rs shall be filed with the office of the Davis County Recorder concurrently with this Agreement.

12. Architectural Standards. Owners have 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 and improved in the Project (collectively the "Buildings" and each a "Building"). The City has reviewed the architectural renderings submitted by the Owners, 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 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 Exhibit "I" and incorporated by this reference. The Project shall be developed and constructed strictly in accordance with the attached Architectural Standards.

13. Landscaping. Owners have submitted a plan showing landscaping areas to be constructed and maintained within the Project, including approved plants and other materials to be planted, installed and maintained as depicted within landscaping areas. The City has reviewed the plan for landscaping, requested and received certain modifications, and has 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 "J" and incorporated by this reference. Each Owner shall be responsible strictly to construct and implement the Landscape Plan as part of the development and maintenance of its portion 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. The CC&Rs shall impose reasonable requirements for the ongoing maintenance and improvement of the landscaping areas.

14. Project Lighting. Owners have submitted a plan showing project lighting to be constructed and maintained within the Project, including provisions to ensure that lighting fixtures are shielded to ensure that neighboring properties are not affected. The City has reviewed the plan for project lighting, requested and received certain modifications, and has submitted said plan to applicable administrative and legislative bodies of the City as required by the City procedures. The plan for project lighting, as amended and revised through the date of

this Agreement, is approved for the development, and a copy of said plan as approved by the City (the "Lighting Plan") is depicted as Exhibit "K" and incorporated by this reference. Each Owner shall be responsible strictly to construct, implement and maintain the Lighting Plan as part of its portion of the Project. The CC&Rs shall impose reasonable requirements for the ongoing maintenance and improvement of the project lighting.

15. Storm Water. Owners have submitted plans showing a system to provide for stormwater collection and runoff from the Project Property. The City has reviewed said plans, has requested and received modifications thereto, and has submitted said plans to applicable administrative and legislative bodies of the City as required by City procedures. The City approves the storm water collection and runoff system shown on the storm water plan depicted as Exhibit "L" and incorporated by this reference (the "Storm Water Plan"). The Owners shall construct the 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. The CC&Rs shall impose reasonable requirements for the ongoing maintenance and improvement of the storm water runoff system.

16. 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. The construction of all access ways shall be performed strictly in compliance with the written requirements of the City. The Owners 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 Owners 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.

17. Project Signage. All signage shall be and remain compliant with the sign ordinances and regulations of the City. The CC&Rs shall impose reasonable requirements for the ongoing maintenance and improvement of the signage on the Project Property.

18. Project Features. Owners have submitted basic renderings and descriptions to the City for certain permanent park-type features for the residential portion of the Project, including a splash pad, picnic area including arbor-type structure, benches, barbeque grill, and playground area and related equipment. The City has reviewed the plan for project features, requested and received certain modifications, and has submitted the plan for said features to applicable administrative and legislative bodies of the City as required by the City procedures. The plan for project features, as amended and revised through the date of this Agreement, is approved for the development, and a copy of the plan for project features as approved by the City (the "Project Features Plan") is depicted as Exhibit "M" and incorporated by this reference. The CC&Rs adopted by the Owners 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.

19. **Residential Parking in Commercial Area.** Wilson shall dedicate and maintain, eleven (11) parking stalls on Lot 46, to be accessible to and used by the residential owners, occupants and invitees of Lots 1 through 45 daily from the hours beginning at 5:00 p.m. and concluding at 7:00 a.m. The City's approval of any current or future commercial use on Lot 46 shall be conditioned on the provision of adequate parking within Lot 46, giving due consideration to the parking needs of the commercial uses. The location of the residential parking stalls on Lot 46 shall be clearly marked by signage at each such parking stall, and shall be identified on Exhibit "E," on the Site Plan (Exhibit "G") and on the Subdivision Plat (Exhibit "H") which shall include cross-access and/or easement language to ensure access and use of the parking stalls on Lot 46 by the residential parking users described herein.

20. **Impact Fees.** The Parties acknowledge that the impact of the redeveloped Project may be partially mitigated by existing improvements that have been paid for by prior owners/developers of the Project Property. The City and the Owners have agreed to the fees set forth on Exhibit "N", which is attached hereto and incorporated herein. Said fees, shall be paid by the Owner whose property is subject to such fees in full within twenty (20) days of the execution 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.

21. **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 OTC Towns. Attached hereto as Exhibit "O" 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 in the CCRs. The CC&Rs adopted by the Owners shall include language that clearly provides for and requires the regular and consistent maintenance and repair of the Culinary Water infrastructure; and shall include language that provides for the funding of maintenance and repairs of those facilities.

22. **Secondary Water.** The parties acknowledge that secondary water service is provided by the Weber Basin Water Conservancy District. All connection, impact and other fees associated with secondary service shall be paid by the Owners before a certificate of occupancy is issued by the City.

23. **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 Owners before a certificate of occupancy is issued by the City.

24. **Fire Hydrants.** The parties acknowledge that fire hydrants and fire service improvements are subject to the rules and regulations of the South Davis Metro Service Area ("Fire Service Area"). The Owners shall comply with all Fire Service 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.

25. Retaining Walls. 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. The CC&Rs adopted by the Owners shall include language that clearly provides for and requires the regular and consistent maintenance and repair of retaining walls described the Project Plans; and shall include language that provides for the funding of maintenance and repairs of those facilities.

26. Abandoned Pipes. All pipe lines and related facilities that will not be used in the development shall be removed by the Owners, or upon prior written approval of the City filled with approved flowable fill.

27. Conditions, Covenants and Restrictions. The Owners shall adopt and record Conditions, Covenants and Restrictions ("CC&Rs") that will encumber the Project Property, that will ensure the proper and consistent maintenance of all improvements thereon, and will ensure compliance with this Agreement by the Owners and their successors and assigns. Such CC&R's shall include the provisions related to or referencing CC&R's as set forth in this Agreement. The CC&R's shall ensure the continuity of 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 CC&Rs shall be prepared and recorded against the Project Property, and may thereafter be amended from time to time by the Owners, without any requirement for approval by the City. Subject to the provisions below, 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. The Owners, and their successors and assigns, including the association of owners created by the CCRs, shall have the obligation to enforce and require strict compliance with any CC&Rs; the City expressly disclaims any responsibility to enforce the same, except as may be necessary to ensure compliance with the covenants herein or to protect public health, safety and welfare. No amendment of the CC&Rs shall abrogate the covenants set forth herein to provide for cross access throughout the Project, residential parking in the commercial area, or to provide for and fund the maintenance and repair of improvements on the Project described herein including without limitation landscape improvements, lighting improvements, storm water facilities, pedestrian, parking and streets facilities, culinary water facilities, and the Project Features. Prior to the execution and recording of the CCRs, the CCRs shall be submitted to the City for its review and approval.

28. 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 and other international or uniform codes), the Approved Construction Plans, and the Exhibits attached to this Agreement. Such construction shall proceed as appropriate to ensure 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 Owners. 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 Owners shall deliver to the City "as built" drawings for the Project. 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 the Owners. The Owners shall warrant the materials and workmanship of all public improvements, if any, 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 the Owners within fourteen (14) business days after an Owner's written request for final inspection. In the event the City incurs any extraordinary costs for inspections, due to an Owner's action or inaction or at an Owner's request, the Owner 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 an Owner's request without advance arrangements being made with the City Administrator for payment of costs of the same to the City.

29. Maintenance During Construction. During construction of the Project, the Owners 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. The Owners 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 Owners' 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.

30. Building Permits, Fire Hydrants, Storm Drainage and Hard Surfaces. Each Owner shall apply for, pay all required fees, and obtain any building permit for any improvement or building on its portion of the Project. OTC Towns 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 Storm Water Plan, depicted as Exhibit "L". OTC Towns shall install, at its 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. The City shall allow OTC Towns to begin vertical construction on Lots 1 - 5 and 41 - 45 upon recordation of this Agreement and the Plat, and the issuance of building permits. Construction on all other lots shall require compliance with all other development and building requirements of the City. No certificates of occupancy shall be granted until all improvements are complete and have been approved by the City.

31. Indemnification. Throughout all construction activities and continuing through the warranty period, Owners 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 attorney's 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 an Owner or its agents, servants, employees or contractors; provided that the Owners shall bear no responsibility for any negligent acts or omissions of the City or of its agents, servants, employees or contractors.

32. 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, each Owner shall, for its respective portion of the Project, 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, the Owners 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. The Owners 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.

33. 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.

34. Payment of Fees. Fees to be paid by the Owners shall be consistent with the City's fee schedules as adopted at the time this Agreement is executed. Owners 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 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 an Owner 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.

35. Performance and Warranty Bonds. For any public improvement required to be installed pursuant to this Agreement and City regulations, each Owner shall, for its portion of the **project**, be required to post a performance and warranty bond on a reasonable form, acceptable to the City, and sign a bond agreement in 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.

36. 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.

37. Termination of Agreement -- Survival of Access Provisions and CCRs. The approvals granted by this Agreement shall be valid for a term of five (5) years after the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if at the conclusion of this term there are existing defaults or breaches, this Agreement shall be automatically extended for an additional periods of five (5) years until such defaults or breaches are cured and all warranty periods have expired. When public improvements have been constructed and accepted by City, and after the expiration of applicable warranty periods, the Owners shall be released from and have no continuing obligations with respect to such improvements. The City and an Owner 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 Owners or their successors and assigns to guarantee cross access throughout the Project and to maintain and repair facilities within the Project, including those to be included in the CC&Rs, shall survive termination of this Agreement, shall run with the land, and shall be binding on the successors and assigns of the Owners and owners, and upon the association of owners.

38. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Owners including specifically, any fee owner of a lot shown on the Plat, and upon

an association of owners. Upon completion of the Project, the requirements of this Agreement shall run with and benefit the Property as more fully set forth below in Section 59.

39. Events of Default. Upon the happening of one or more of the following events or conditions, a party shall be in default ("Default") under this Agreement:

A. if a warranty, representation, or statement made or furnished by the Owners 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 the Owners that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

40. 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 and continual action to cure 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 this Agreement or as otherwise provided by law. 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.

41. Breach of Agreement. Upon Default as set forth herein, City may declare an Owner to be in breach of this Agreement and City, until the breach has been cured by the Owner(s), 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, a party may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

42. Entire Agreement. This Agreement, including the Approved Construction Plans and 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.

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 the Owners 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 Owners' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Owners shall be responsible for ensuring that this Agreement is recorded and the City is absolved of any responsibility for failure to record this instrument.

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 the Owners violate 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 Owners have used 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 the Owners. 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 all 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 OTC Towns: Olde Towne Centre Towns, LLC
Attn: Nate Pugsley
215 N. Redwood Road, #8
North Salt Lake, UT 84054
(801) 397-9755
Email: nate@buildwithbrighton.com

To Wilson: Wilson Properties & Associates L.C.
Attn: Sharman Smoot
200 W Parrish Ln #2,
Centerville, UT 84014
(801) 295-2100
Email: sharmsmoot@gmail.com

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. The Owners 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 an Owner's activities connected with the Property, the direct or indirect operations of an Owner or its contractors, subcontractors, agents, employees, or other persons acting on an Owner'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 an Owner. 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 Owners 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 the Owners 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 the Owners; (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 Project Property; and (iv) the Owners shall have the full power and exclusive control of the Property subject to the obligations of the Owners 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 the Owners have complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that an Owner has failed to comply with the terms hereof, City may declare an Owner to be in Default as provided in Sections 38 through 40 herein. The City's failure to review at least quarterly an Owner'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 an Owner or by 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 exclusively in the Second Judicial District Court, State of Utah.

61. Title and Authority. OTC Towns and Wilson expressly warrant and represent to the City that each Owner its several capacities (i) owns all right, title, and interest in and to its portion of the Project Property, and (ii) that prior to the execution of this Agreement no right, title or interest in the Project Property has been sold, assigned or otherwise transferred to any entity or individual. Each Owner further warrants and represents that, except as identified herein, no portion of the Project Property is subject to any lawsuit or pending legal claim of any kind. OTC Towns and Wilson each warrant that the undersigned individuals, has full power and authority to enter into this Agreement on its behalf. Each Owner acknowledges 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 Owners; (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.

64. Dismissal of Litigation. Upon the execution of this Agreement the Parties shall cause the Litigation to be dismissed with prejudice.

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

Exhibit Summary


Exhibit A	Legal Description of Project Property
Exhibit B	Depiction of Project Property
Exhibit C	C-1 Zone -- Restricted Commercial Zone Regulations
Exhibit D	Mixed Use Center Zone Regulations (Rescinded)
Exhibit E	Property Ownership Diagram
Exhibit F	Exterior Elevation of Commercial Building
Exhibit G	Site Plan
Exhibit H	Subdivision Plat
Exhibit I	Architectural Standards (including detail of commercial building)
Exhibit J	Landscape Plan
Exhibit K	Lighting Plan

Exhibit L	Storm Water Plan
Exhibit M	Project Features Plan
Exhibit N	Schedule of Impact Fees
Exhibit O	Culinary Water Plan

[signature page to follow]

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

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



Rick Earnshaw, Mayor

Attest:


Jessica Sims, City Recorder



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

OWNERS:

"OTC Towns"

By: 

Olde Towne Centre Towns, LLC
Nate Pugsley, Manager

"Wilson"



By: _____
Wilson Properties & Associates L.C.
Sharman Smoot, Manager

EXBIHITS THAT FOLLOW NEED TO BE REVISED TO REFLECT ALL CHANGES ABOVE AND TO REFLECT APPROVED DRAWINGS, CURRENT DOCUMENTS, ETC.

**EXHIBIT A TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE
[Legal Description of Project Property]**

The following described real property which is located in Davis County, State of Utah is the description for the entire project:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 800 WEST STREET, SAID POINT BEING SOUTH 89°39' 31" WEST 212.75 FEET AND SOUTH 00°05'48" WEST 908.28 FEET ALONG THE CENTERLINE OF 800 WEST STREET AND NORTH 89°54'12" WEST 33.00 FEET FROM THE CENTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS BEING SOUTH 89°44'23" WEST FROM THE DAVIS COUNTY STREET MONUMENT AT 800 WEST STREET AND 1500 SOUTH STREET TO THE DAVIS COUNTY STREET MONUMENT AT 1100 WEST STREET AND 1500 SOUTH STREET), AND RUNNING THENCE SOUTH 00°05'48" WEST 418.97 FEET ALONG SAID WESTERLY RIGHT-OF -WAY LINE OF 800 WEST STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1500 SOUTH STREET; THENCE SOUTH 89°44'23" WEST 333.98 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON AN EASTERLY LINE EXTENDED OF THE GINES SUBDIVISION RECORDED AS ENTRY NO. 857137, IN BOOK 1291 AT PAGE 16 AT THE OFFICE OF THE DAVIS COUNTY RECORDER ; THENCE NORTH 00°05'23" EAST 418.89 FEET ALONG SAID EASTERLY LINE EXTENDED TO AN EASTERLY CORNER OF SAID SUBDIVISION; THENCE NORTH 89°20'22" EAST 164.58 FEET ALONG A SOUTHERLY LINE AND EXTENSION OF SAID SUBDIVISION; THENCE SOUTH 89°15'55" EAST 59.11 FEET ALONG AN EXISTING COMMON WALL; THENCE NORTH 89°45'42" EAST 110.35 FEET ALONG THE SOUTHERLY LINE OF THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 2862032 IN BOOK 6251 AT PAGE 1392 AT THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID LINE ALSO BEING ALONG AN EXISTING FENCE LINE AND FENCE LINE EXTENDED, TO THE POINT OF BEGINNING. CONTAINS 140,051 SQ. FT OR 3.215 ACRES MORE OR LESS 46 LOTS

(METES & BOUNDS FOR OLDE TOWNE CENTRE SUBDIVISION LESS LOT 46 Residential Area)

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 800 WEST STREET, SAID POINT BEING SOUTH 89°39' 31" WEST 212.75 FEET AND SOUTH 00°05'48" WEST 908.28 FEET ALONG THE CENTERLINE OF 800 WEST STREET AND NORTH 89°54'12" WEST 33.00 FEET FROM THE CENTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARINGS BEING SOUTH 89°44'23" WEST FROM THE DAVIS COUNTY STREET MONUMENT AT 800 WEST STREET AND 1500 SOUTH STREET TO THE DAVIS COUNTY STREET MONUMENT AT 1100 WEST STREET AND 1500 SOUTH STREET), AND RUNNING THENCE SOUTH 00°05'48" WEST 208.67 FEET ALONG SAID WESTERLY RIGHT-OF -WAY LINE OF 800 WEST STREET; NORTH 89°46'44" WEST 156.88 FEET; THENCE SOUTH 00°03'48" WEST 11.00 FEET; THENCE SOUTH 89°46'44" EAST 11.50 FEET; THENCE SOUTH 00°03'48" WEST 200.53 FEET TO A

POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET;
THENCE SOUTH $89^{\circ}44'23''$ WEST 188.72 FEET ALONG SAID NORTHERLY RIGHT-
OF-WAY LINE TO A POINT ON AN EASTERLY LINE EXTENDED OF THE GINES
SUBDIVISION RECORDED AS ENTRY NO. 857137, IN BOOK 1291 AT PAGE 16 AT THE
OFFICE OF THE DAVIS COUNTY RECORDER ; THENCE NORTH $00^{\circ}05'23''$ EAST
418.89 FEET ALONG SAID EASTERLY LINE EXTENDED TO AN EASTERLY CORNER
OF SAID SUBDIVISION; THENCE NORTH $89^{\circ}20'22''$ EAST 164.58 FEET ALONG A
SOUTHERLY LINE AND EXTENSION OF SAID SUBDIVISION; THENCE SOUTH
 $89^{\circ}15'55''$ EAST 59.11 FEET ALONG AN EXISTING COMMON WALL; THENCE NORTH
 $89^{\circ}45'42''$ EAST 110.35 FEET ALONG THE SOUTHERLY LINE OF THAT CERTAIN
WARRANTY DEED RECORDED AS ENTRY NO. 2862032 IN BOOK 6251 AT PAGE 1392
AT THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID LINE ALSO BEING
ALONG AN EXISTING FENCE LINE AND FENCE LINE EXTENDED, TO THE POINT
OF BEGINNING.

CONTAINS 109,276 SQ. FT OR 2.509 ACRES MORE OR LESS

**(METES & BOUNDS FOR LOT 46, OLDE TOWNE CENTRE SUBDIVISION
Commercial Parcel)**

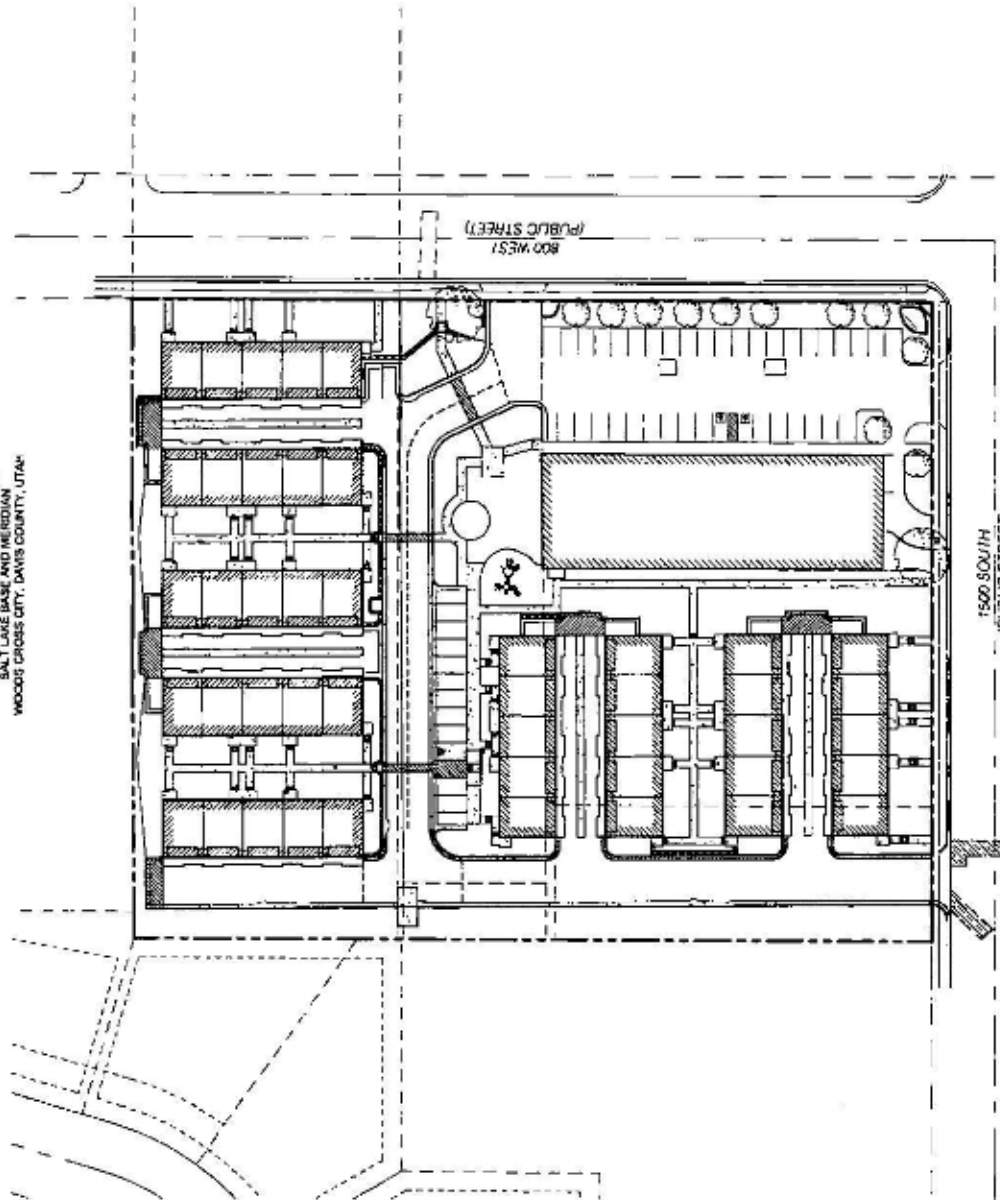
BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 800 WEST
STREET, SAID POINT BEING SOUTH $89^{\circ}39'31''$ WEST 212.75 FEET AND SOUTH
 $00^{\circ}05'48''$ WEST 1116.95 FEET ALONG THE CENTERLINE OF SAID 800 WEST STREET
AND NORTH $89^{\circ}54'12''$ WEST 33.00 FEET FROM THE CENTER OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF
BEARINGS BEING SOUTH $89^{\circ}44'23''$ WEST FROM THE DAVIS COUNTY STREET
MONUMENT AT 800 WEST STREET AND 1500 SOUTH STREET TO THE DAVIS
COUNTY STREET MONUMENT AT 1100 WEST STREET AND 1500 SOUTH STREET),
AND RUNNING THENCE SOUTH $00^{\circ}05'48''$ WEST 202.31 FEET ALONG SAID
WESTERLY RIGHT OF WAY LINE; THENCE SOUTH $44^{\circ}55'06''$ WEST 11.35 FEET TO A
POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET;
THENCE SOUTH $89^{\circ}44'23''$ WEST 137.26 FEET ALONG SAID NORTHERLY RIGHT OF
WAY LINE; THENCE NORTH $00^{\circ}03'48''$ EAST 200.53 FEET; THENCE NORTH
 $89^{\circ}46'44''$ WEST 11.50 FEET; THENCE NORTH $00^{\circ}03'48''$ EAST 11.00 FEET; THENCE
SOUTH $89^{\circ}46'44''$ EAST 156.88 FEET TO THE POINT OF BEGINNING.
CONTAINS 30,744 SQ. FT OR 0.706 ACRES

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

[Depiction of Project Property]

OLDE TOWNE CENTRE

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
WOODS CROSS CITY, DAVIS COUNTY, UTAH



3139564
BK 7183 PG 561

VICINITY MAP
N.T.S.

OWNER/DEVELOPER:
SMOOT COMMERCIAL
SHARMAN SMOOT
200 WEST PARRISH LANE SUIT 2
CENTERVILLE, UTAH 84014
801-828-8060
sharmansmoot.com/central-city

DRAWINGS INDEX

- COVER SHEET
- CGN 01 GENERAL NOTES, LEGEND & ABBREVIATION
- CDP 01 DEMO PLAN
- CSP 01 SITE PLAN
- CLP 01 LIGHTING PLAN
- CUP 01 UTILITY PLAN
- C6D 01 GRADING & DRAINAGE PLAN
- C6D 02 GRADING & DRAINAGE PLAN
- C6D 03 GRADING & DRAINAGE PLAN
- CPP 01 SEWER PLAN & PROFILE
- CPP 02 SEWER PLAN & PROFILE
- CPP 03 SEWER PLAN & PROFILE
- CPP 04 SEWER PLAN & PROFILE
- CEP 01 EROSION CONTROL PLAN
- CEP 02 EROSION CONTROL DETAILS
- CDT 01 DETAILS & NOTES
- CDT 02 DETAILS & NOTES
- CDT 03 DETAILS & NOTES
- CDT 04 DETAILS & NOTES

CIVIL CONSTRUCTION PLANS

BENCHMARK
ENGINEERING &
LAND SURVEYING
1400 SOUTH 1100 EAST, SUITE 100
SALT LAKE CITY, UT 84143
801-488-8888
www.benchmarkcivil.com

DATE: 12/02/17	BY: JAC	CHECKED: JAC	SCALE: AS SHOWN
COVER			
1 OF 19			



**EXHIBIT C
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

[C-1 Zoning Code]

CHAPTER 12-11

RESTRICTED COMMERCIAL

***[INSERT COPY OF CURRENT "C-1" ZONE
REGULATIONS***

CHAPTER 12-11 RESTRICTED COMMERCIAL ZONE C-1

12-11-101	Purpose
12-11-102	Permitted Uses
12-11-103	Conditional Uses
12-11-104	Area Density Requirements
12-11-105	Lots Frontage
12-11-106	Lot Coverage
12-11-107	Minimum Lot Standards
12-11-108	Building Height
12-11-109	Off-Street Parking, Loading and Access
12-11-110	Signs
12-11-111	Site Plan Review
12-11-112	Fencing
12-11-113	Storage/Displays
12-11-114	Storage/Trash
12-11-115	Landscaping
12-11-116	Development Standards

12-11-101 Purpose

The Restricted Commercial Zone is established to provide areas in which the primary use of land is for commercial and service uses to serve the daily convenience needs of the adjacent residential neighborhoods. The zone will create a minimum of detriment, hazard or inconvenience to surrounding residential development.

Each Restricted Commercial Zone shall be small (containing from 1 to 5 acres and will be located within convenient walking distance from the edge of the surrounding residential areas it is designed to serve.) It is intended that the C-1 Zone shall be characterized by harmonious grouping of commercial stores and shops which will be architecturally designed for, and will function as, an integrated unit. Clean parking lots and attractive well-maintained shops with appropriate landscaping will also be characteristic of this zone. Lighting will be of relatively low intensity and low profile with adequate shielding to protect the surrounding residential areas. The architectural design and character will be compatible with that of the surrounding residential environment. Uses permitted in the C-1 Zone will be those which will create no detriment to the surrounding residential areas, and will generally serve only the daily convenience needs of the residential neighborhood. Dwelling, industry, recreational uses, or other heavy commercial uses, which tend to thwart and discourage the use of land within the zone for its primary purpose have been excluded. Typical uses allowed in this zone are small convenience grocery stores, variety shops, shoe shops, dry cleaning pickup stations, self-service laundries, barber or beauty shops. This zone may be located in areas deemed appropriate for service by residential neighborhoods.

12-11-102 Permitted Uses

The following uses shall be permitted in the C-1 Zone:

- (A) Bakery, donut shops
- (B) Banks, Financial, Real Estate and Insurance Services
- (C) Beauty and Barber Shops
- (D) Cosmetics
- (E) Grocery Stores, Convenience (not supermarkets)
- (F) Laundry
- (G) Miscellaneous and Professional Services
- (H) Retail Trade
- (I) Accessory Uses: Accessory uses and structures are permitted in the C-1 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-1 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.

12-11-103 Conditional Uses

The following uses may be allowed in the Restricted Commercial Zone (C-1) as a Conditional Use:

- (A) Businesses which are determined by the City to be similar and compatible with the foregoing.
- (B) Coin Operated Amusement Center
- (C) Condominiums (limited to non-residential only)

- (D) Dry Cleaning Pickup/drop off for off-premise cleaning
- (E) Fast Food Establishments
- (F) Gasoline Services
- (G) Miscellaneous Repair Services
- (H) Motion Picture Theater
- (I) Veterinary

12-11-104 Area Density Requirements

Each single lot or parcel of land in the C-1 Zone shall contain a minimum of 1/2 acre.

12-11-105 Lot Frontage

Each parcel or lot of land in the C-1 Zone shall abut a public street for a minimum distance of 100 feet.

12-11-106 Lot Coverage

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

12-11-107 Minimum Lot Standards

The following minimum yard requirements shall apply to the C-1 Zone:

- (A) Front Yard: Each yard or parcel in the C-1 Zone shall have a front yard of not less than 20 feet.
- (B) Side Yard: Each yard or parcel of land in the C-1 Zone shall have a side yard of not less than 15 feet when located adjacent to a residential zone. There shall be no requirement in those instances where the side property line abuts a commercial or industrial zone.
- (C) Side Yard- Corner Lots: On corner lots the side yard contiguous to the street shall not be less than 20 feet 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-1 Zone shall have a rear yard of not less than 15 ft.

12-11-108 Building Height

No lot or parcel of land in the C-1 Zone shall have a building or structure which exceeds the height of 2 stories with a maximum height of 35 feet.

12-11-109 Off-Street Parking, Loading, and Access

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

12-11-110 Signs

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

12-11-111 Site Plan Review

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

12-11-112 Fencing

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

12-11-113 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 with the C-1 zone, or within the confines of 100% opaque wall or fence not less than 6 feet high.

12-11-114 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 12-11-116.

12-11-115 Landscaping

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

12-11-116 Development Standards

The following development standards shall apply within the C-1 Zone:

(A) 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. Rooftops 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.

- (B) 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.

- (C) **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.
- (D) **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.
- (E) **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.

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

***[INSERT COPY OF MIXED USE
ZONE REGULATIONS -
RESCINDED]***

CHAPTER 12-16B

MIXED USE CENTER

- 12-16B-101. Purpose.**
- 12-16B-102. Definitions.**
- 12-16B-103. Mixed Use Center Requirements.**
- 12-16B-104. Development Application Review.**
- 12-16B-105. Development of the Mixed Use Center.**
- 12-16B-106. Amendments.**
- 12-16B-107. Deadline for Development.**
- 12-16B-108. Bonds.**

12-16B-101. Purpose.

This Chapter is intended to provide for creation of a town or village center consisting of a residential area with supporting commercial and public activities providing for a blending of residential and nonresidential areas. Mixed Use Centers may be allowed as a conditional use in the following zones of Woods Cross City: R-1-8, R-1-10, R-2, R-4, C-1, C-2, S-1. The Mixed Use Center should have definite stylistic features and a common architectural theme shared by both residential and nonresidential area. Mixed Use Centers shall provide for the creative use of open space as part of the development of the Center. Except as otherwise provided in this Chapter, Mixed Use Center projects shall comply with the zoning ordinances, building codes or other development regulations adopted by Woods Cross City.

12-16B-102. Definitions.

Mixed Use Center. A development which may or may not be a subdivision and/or a planned unit development and which is comprised of a combination of residential, office, and/or commercial uses, as well as accessory parking, open space and other accessory improvements in which the density and other regulations of the zoning district in which the development is situated may be varied or waived by the City Council to allow flexibility and initiative in site design, building design and location, and juxtaposition of land uses, in accordance with a City-approved plan and City-imposed requirements.

12-16B-103. Mixed Use Center Requirements.

In Mixed Use Centers which have been approved by the City Council, individual uses within such Centers shall be subject to the following requirements:

- (1) The Mixed Use Center shall have been approved as a conditional use and shall have a master plan approved by the City Council, after receiving recommendations from the Planning Commission, which includes an overall site plan, design/development guidelines and a list of uses in the Center.

- (2) The City and the developer of the Mixed Use Center shall have entered into a written agreement governing the development of the Center.
- (3) The design/development guidelines for the Mixed Use Center shall, as a minimum, address the following items:
 - (a) General site engineering (e.g., storm drainage, provision of utilities, erosion control, etc.).
 - (b) Architectural guidelines, including building setbacks, height, massing and scale, site coverage by buildings, materials and colors.
 - (c) Landscaping and open space standards and requirements.
 - (d) Signage.
 - (e) Exterior lighting.
 - (f) Parking, vehicular circulation and access to the site.
 - (g) Rights of access within the Center, use of cross easements, pedestrian links, etc.
 - (h) Development phasing and improvement/amenities to be completed with each phase.
 - (i) Outdoor storage, sales, and equipment.
 - (j) Fencing and walls.
 - (k) Parks and open space design and preservation requirements.
 - (l) Street alignment and requirements.
 - (m) Special features for the Mixed Use Center.

12-16B-104. Development Application Review.

The City Planner and the Planning Commission shall review each development application for a Mixed Use Center for compliance of the proposed use and site plan to the master plan for the overall Center. The Planning Commission shall make a finding regarding the compliance or noncompliance of the development application to the master

plan approved by the City for the overall Center. If the finding is that the application substantially complies with the master plan for the overall Center, then the Planning Commission shall forward its finding to the City Council. If the finding is that the application does not substantially comply with the master plan for the overall Center, then the application shall be returned to the developer with an indication of the deficiencies and the objections of the Planning Commission. Prior to making its findings, the Planning Commission may request further information or subsequent presentation from the developer. The Planning Commission and City Council may impose conditions upon final approval of the development application in order to protect the public's health, safety and welfare and to achieve the purposes and goals set forth in this Ordinance.

12-16B-105. Development of the Mixed Use Center.

Development of the Mixed Use Center and each portion and/or phase thereof, shall comply with the overall master plan for the Center and the requirements and conditions contained in or attached to the development application for each phase or part thereof. No structures or improvements may be added to the Mixed Use Center which are not included on the approved Master Plan. Improvements shown on the approved master plan shall be maintained in a neat and attractive manner. Failure to complete or maintain the Mixed Use Center in accordance with the approved master plan and development application shall be a violation of the terms of this Chapter. The City may initiate criminal and/or civil legal proceedings against any person, firm, company, corporation or other entity, whether acting as principal, agent, property owner, lessee, employee or otherwise, for failure to complete and maintain the Center in accordance with the provisions of this Chapter and in accordance with the approved master plan and development applications.

12-16B-106. Amendments.

No element of an approved overall master plan or development application shall be changed or modified without first obtaining approval of an amended master plan and/or development application as follows:

- (1) The amended master plan and/or development application shall be submitted to the City Planner and Planning Commission for review and approval.
- (2) The procedure for approval of an amended master plan and/or development application shall be the same as the procedure for approval of the original as set forth in this Chapter.

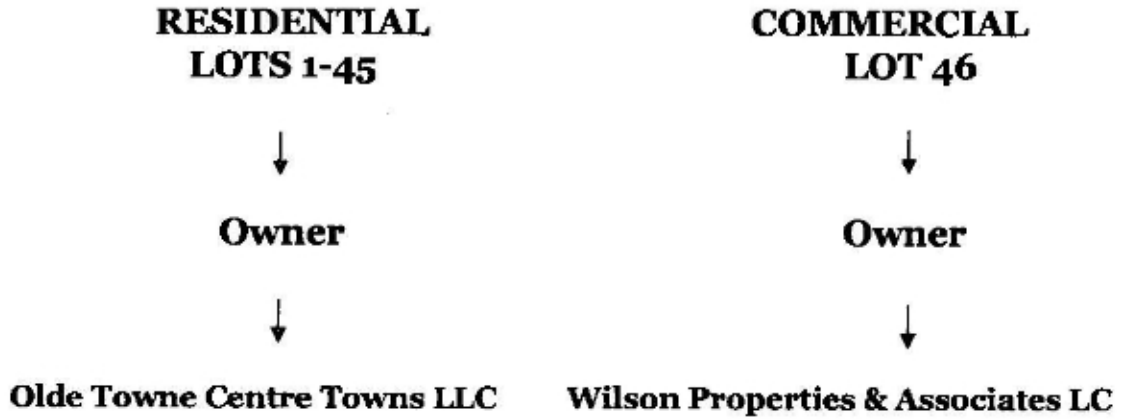
12-16B-107. Deadline for Development.

Any failure to obtain a building permit within one (1) year of the approval of any master plan for a Mixed Use Center shall terminate and cancel the prior master plan approval for the Mixed Use Center whereupon a new master plan must be submitted and approval obtained pursuant to this Chapter.

12-16B-108. Bonds.

In order to insure that a Mixed Use Center will be constructed to completion in an acceptable manner, the developer shall enter into an agreement and provide security consisting of a satisfactory standby letter of credit or escrow deposit similar to the requirements applicable to subdivisions. The agreement and letter of credit or escrow deposit shall assure timely construction and installation of all required landscaping, parking and street improvements, including paving, curbs, sidewalks, water lines, parks, playgrounds, recreation facilities, water, sewer, storm drains, and other improvements shown on the Mixed Use Center master plan. Developer shall also file a schedule of anticipated completion dates for such improvements. Installation of the improvements and the related secured agreements may be accomplished in such phases of the Mixed Use Center as are approved by the City Council in consideration of the prior recommendation of the Planning Commission. In the event the improvements are not completed as agreed, the City may elect to undertake to complete the improvements and pay for such improvements from the security provided by the developer.

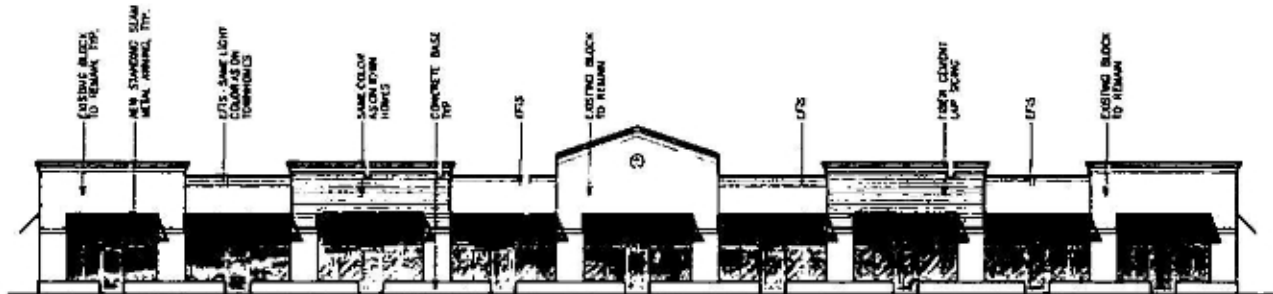
EXHIBIT E
TO
DEVELOPMENT AGREEMENT FOR OLDE TOWNE CENTRE



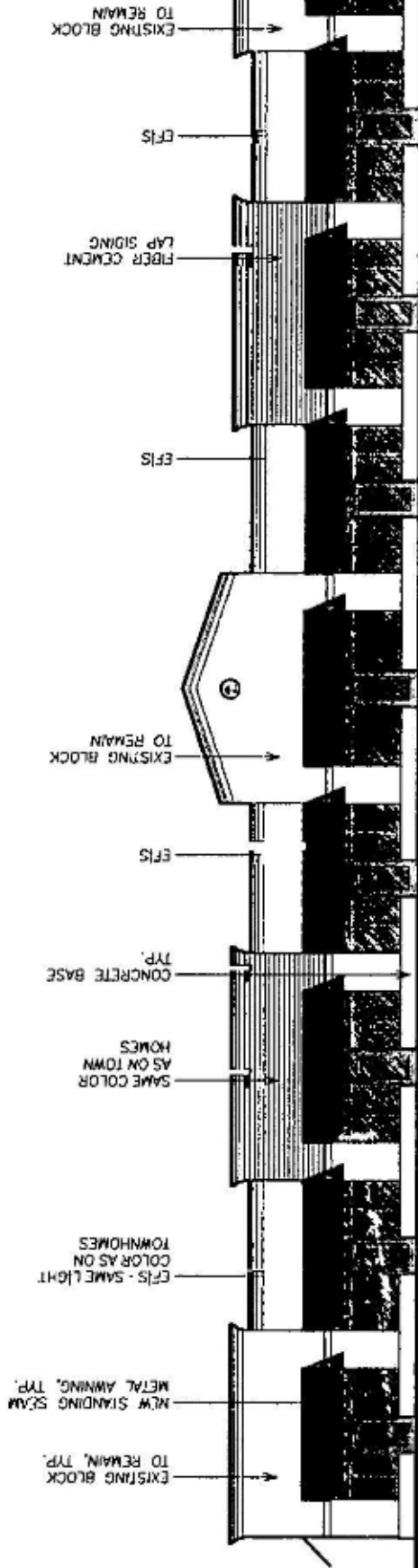
**EXHIBIT F
TO
DEVELOPMENT AGREEMENT FOR OLDE TOWNE CENTRE**

EXTERIOR CHANGES TO COMMERCIAL BUILDING

(In order for the commercial building and the townhomes to have a common and harmonious architectural theme and appearance, Wilson will (as shown in the Proposed Elevation in Exhibit F) pull the three exterior materials used on the townhomes and install these same materials on the commercial building as shown in Exhibit F. Therefore, Wilson will install the same matching fiber cement lap siding and EFIS on the fascia of the commercial building and also replace the existing green fabric awnings with metal awnings which will be the exact same dark brown color as the metal on the townhomes.)



Olde Towne Centre Commercial
Proposed Elevation



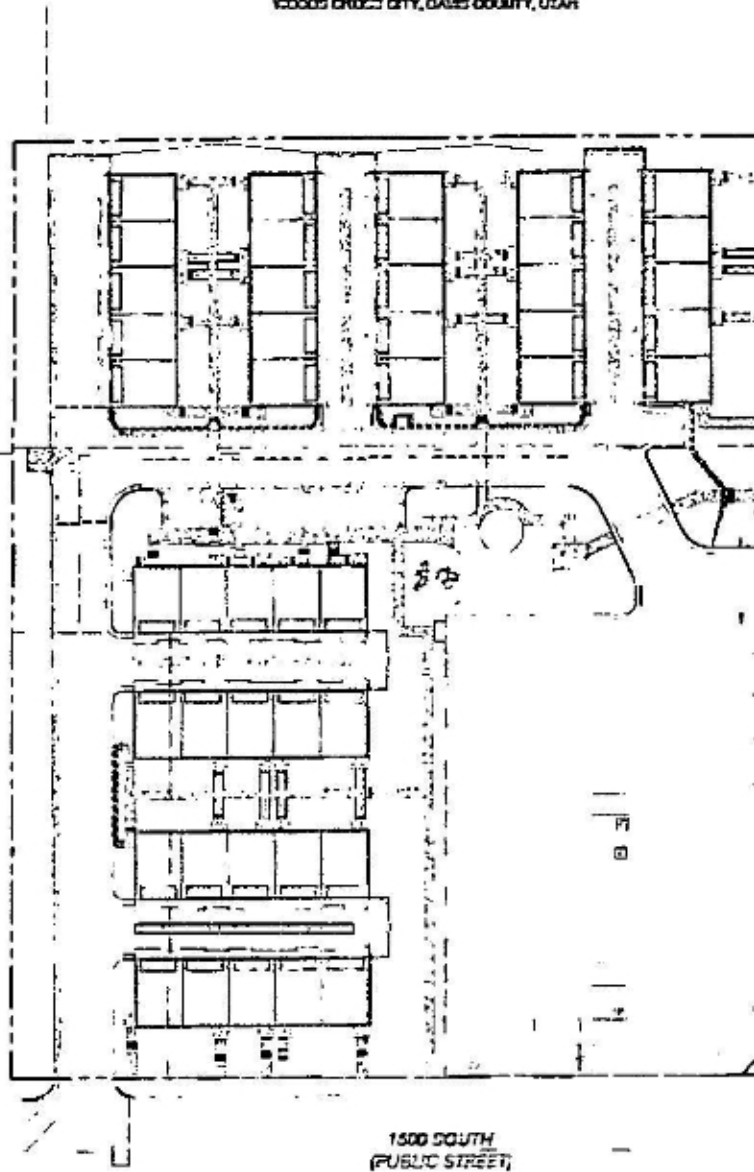
Olde Towne Centre Commercial Proposed Elevation

**EXHIBIT G
TO
DEVELOPMENT AGREEMENT FOR OLDE TOWNE CENTRE**

SITE PLAN

OLDE TOWNE CENTRE

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
SALT LAKE BASIN AND MERIDIAN
WOODS CROSS CITY, DAVIS COUNTY, UTAH



DATE	10/20/11	
PROJECT	OLDE TOWNE CENTRE	
CLIENT	BENCHMARK LAND SURVEYING & ENGINEERING	
DESIGNER	MARK B. BENTLEY	
CHECKER	MARK B. BENTLEY	
SCALE	AS SHOWN	
STATUS	FINAL	
REVISIONS		
NO.	DATE	DESCRIPTION
1		
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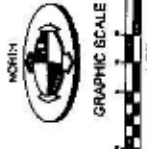
BENCHMARK
LAND SURVEYING &
ENGINEERING



OLDE TOWNE CENTRE
INTERSECTION OF 800 WEST & 1500 SOUTH
WOODS CROSS, UTAH

SITE PLAN
CSP 01
4 OF 19

3139564
BK 7183 PG 578



CONSTRUCTION KEY NOTES REFERENCE

NO.	DESCRIPTION
1	APPLY FINISH WITH UNPAVED AREA
2	CONCRETE CURB AND GUTTER PER ENGINEERING DESIGN
3	RELEASE CURB & GUTTER
4	INSTALL 1" UNPAVED FILL
5	INSTALL 1" UNPAVED FILL
6	AS SHOWN
7	CONCRETE CURB AND GUTTER PER ENGINEERING DESIGN
8	INSTALL 1" UNPAVED FILL
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MARKING COLUMN

MARKING	QUANTITY	UNIT	NO.
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43	1	EA	43
44	1	EA	44
45	1	EA	45
46	1	EA	46
47	1	EA	47
48	1	EA	48
49	1	EA	49
50	1	EA	50

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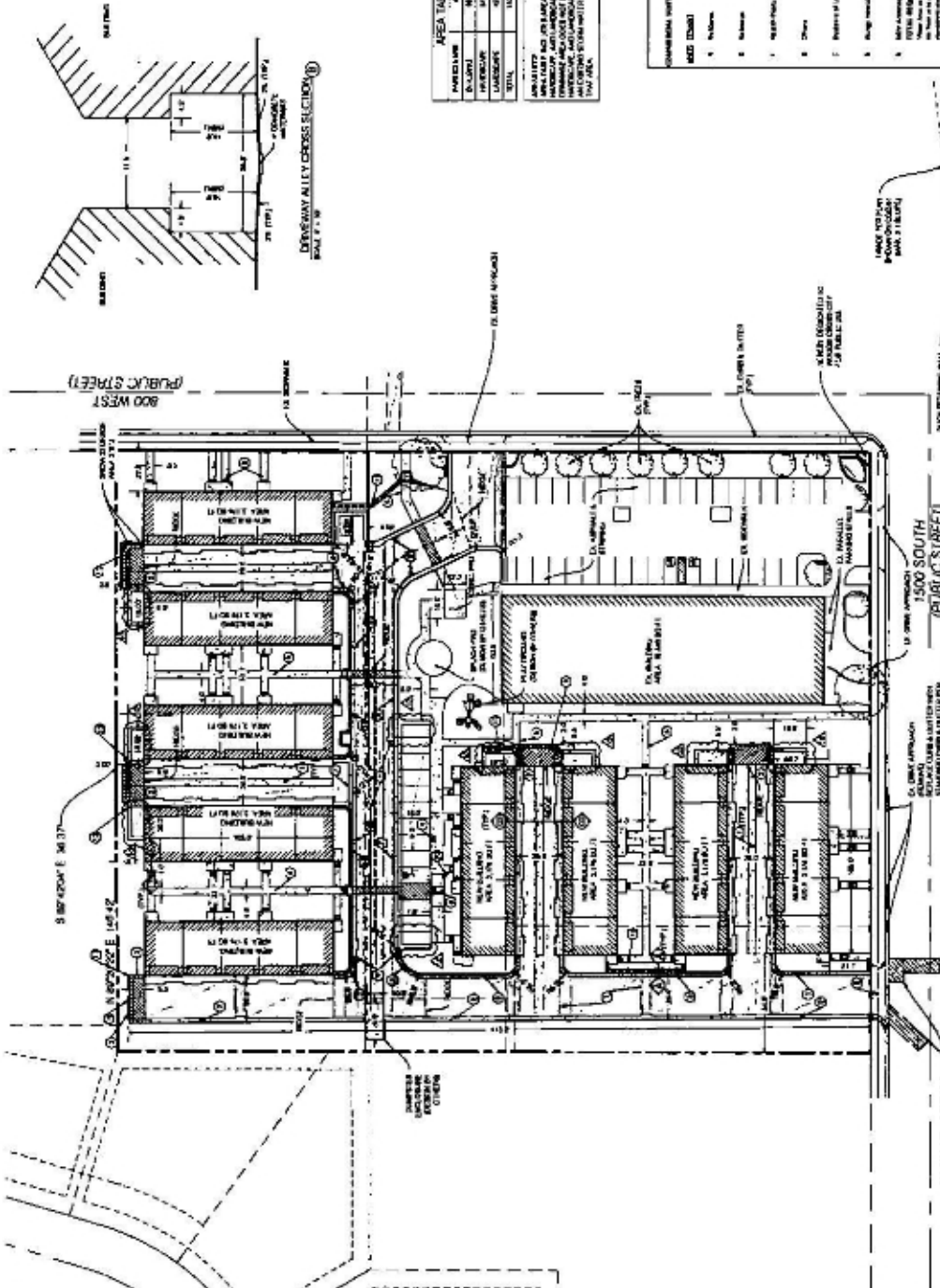
AREA TABLE

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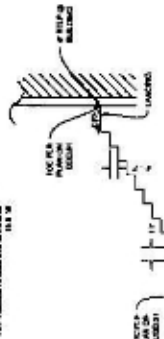
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OLDE TOWNE CENTRE PARKING REQUIREMENTS

CONSTRUCTION NOTES	TYPE OF MARKING	MARKING	REQUIREMENTS	REMARKS
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26	26	26	26	26
27	27	27	27	27
28	28	28	28	28
29	29	29	29	29
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32	32	32	32	32
33	33	33	33	33
34	34	34	34	34
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45	45	45	45	45
46	46	46	46	46
47	47	47	47	47
48	48	48	48	48
49	49	49	49	49
50	50	50	50	50



NOTES:
1. ORIGINAL ROCK SEEDS SHALL BE AT LEAST ONE THIRD TO THE HEIGHT OF THE WALL.
2. INSTANTLY OR SOON TO BE PLACED TOGETHER TO FORM A SINGLE UNIT.
3. ROCK SHALL BE PLACED TOGETHER TO FORM A SINGLE UNIT.
4. A MINIMUM DISTANCE OF FOUR FEET FROM BUILDING STRUCTURES SHALL BE MAINTAINED ABOVE OR BELOW THE ROCK FACED SLOPE.



TYPICAL RETAINING WALL DETAIL

TYPICAL NON-STRUCTURAL ROCK WALL DETAIL



CALL BEFORE YOU DIG
IT'S FREE & IT'S THE LAW
UNIVERSITY MICROFILMS
1-800-485-4111

**EXHIBIT H
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

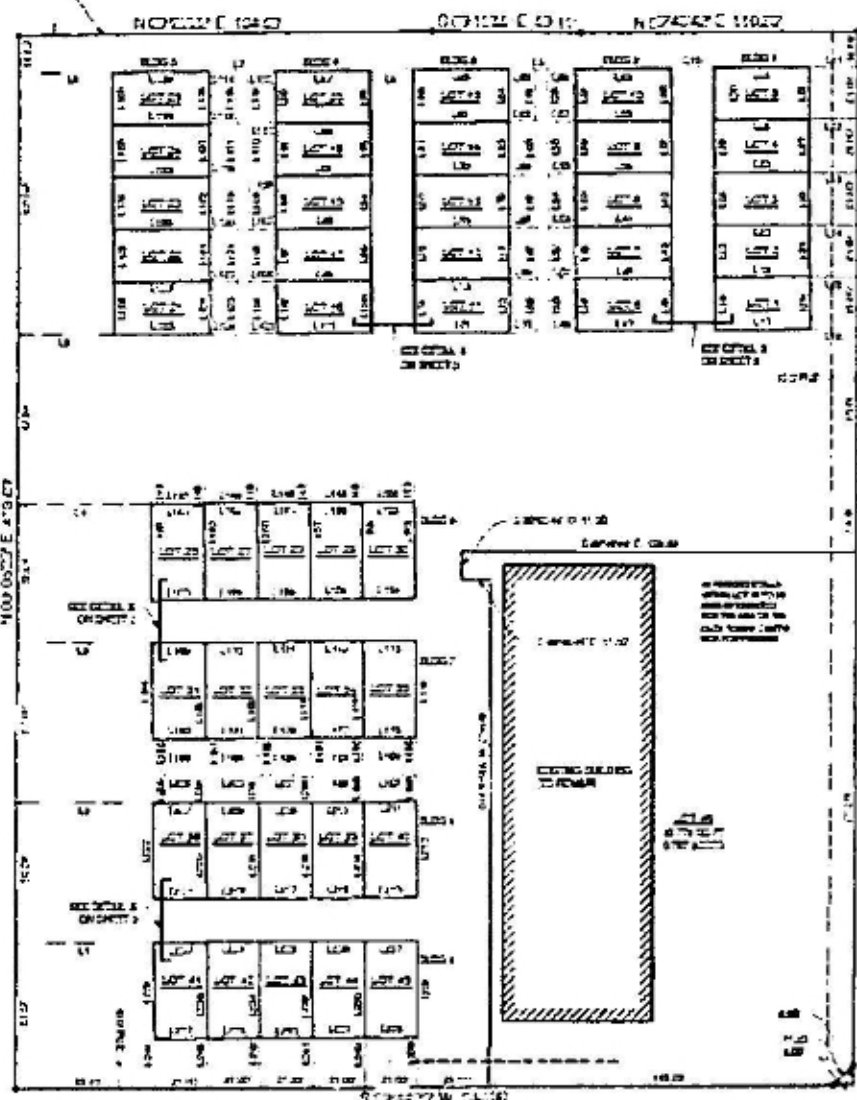
SUBDIVISION PLAT

**OLDE TOWNE CENTRE SUBDIVISION
A PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTH-WEST QUARTER OF SECTION 25,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
CALT LAKE BASIN AND MERIDIAN
WOODS CRUSS CITY, DAVIS COUNTY, UTAH**

DAVIS COUNTY
STREET CORNER
MONUMENT
NOT FOUND
FORMERLY USED
BY F. BRAD
SPRINT SERVICE
1100 SOUTH

840 WEST
(PUBLIC STREET)

BOUNDARY OF EXISTING
PROPERTY TO PROPERTY LINE



800 WEST
(PUBLIC STREET)

OWNER'S OFFICE
DAVIS COUNTY
COUNTY CLERK
JAN 11, 2011
RECORDED AT 10:45 AM
BY 1045000
DAVIS COUNTY CLERK

PROJECT ADDRESS:
1419 S 1000 E
WOODS CRUSS CITY, UT

DATE
APPROVED
BY THE
COUNTY CLERK

1500 SOUTH
(PUBLIC STREET)

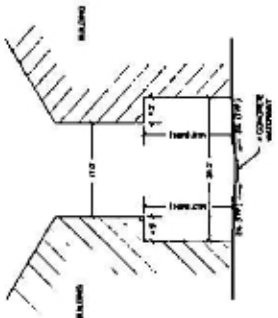
FORMERLY USED
BY F. BRAD
SPRINT SERVICE

DAVIS COUNTY
STREET CORNER
MONUMENT
NOT FOUND
FORMERLY USED
BY F. BRAD
SPRINT SERVICE
1100 SOUTH

OLDE TOWNE CENTRE SUBDIVISION A PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 43,
TOWNSHIP 2 NORTH, RANGE 1 WEST,
SALT LAKE BASE, AND MERIDIAN
WOODS CROSS CITY, DAVIS COUNTY, UTAH

Lot #	Area Sq. Ft.	Address	Front	Side	Back	Corner	Other	Area Sq. Ft.
1	788	1414 S. 800 W. BLVD. S.	110	110	110	110		788
2	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
3	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
4	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
5	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
6	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
7	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
8	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
9	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
10	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
11	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
12	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
13	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
14	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
15	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
16	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
17	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
18	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
19	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
20	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
21	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
22	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
23	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
24	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
25	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
26	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
27	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
28	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
29	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
30	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
31	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
32	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
33	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
34	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
35	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
36	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
37	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
38	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
39	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
40	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
41	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
42	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
43	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
44	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790
45	790	1414 S. 800 W. BLVD. S.	110	110	110	110		790



3139564
BK 7183 PG 581

IMPROVEMENT PLAN APPROVAL

The PU (entire plan for this subdivision) have been reviewed by the City Engineer for general compliance with the City Subdivision Ordinance and UTAH, Public Standards. This set of drawings shall be used for construction of the proposed improvements. The developer's engineer shall be responsible for the accuracy of the design and related data submitted. The City Engineer's approval shall be a minimum to proceed to bid. The City Engineer's approval does not constitute an endorsement or warranty by the City Engineer of the design or any other work shown. The City Engineer's approval is limited to the design and construction of the improvements shown on the plan, and the construction of the improvements shall be in accordance with the City Subdivision Ordinance and UTAH, Public Standards.

City Engineer: *Kristy J. Augfield* Date: *9/19/18*

NOT A PROFESSIONAL ENGINEER'S SEAL

THESE DRAWINGS AND ANY INFORMATION CONTAINED THEREON ARE THE PROPERTY OF BENCHMARK ENGINEERING & LAND SURVEYING, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF BENCHMARK ENGINEERING & LAND SURVEYING, INC.

DATE OF PREPARATION: 9/19/2018



BENCHMARK
ENGINEERING &
LAND SURVEYING
INC.
2005 W. 1400 S. STE. 200
SALT LAKE CITY, UT 84119

OLDE TOWNE CENTRE SUBDIVISION
A PLANNED UNIT DEVELOPMENT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 43,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

DAVIS COUNTY RECORDING

STATE OF UTAH, COUNTY OF DAVIS, RECORD 40
PAGE 1 OF 1

DATE: _____ TIME: _____

BY: _____

FOR: _____

**EXHIBIT I
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

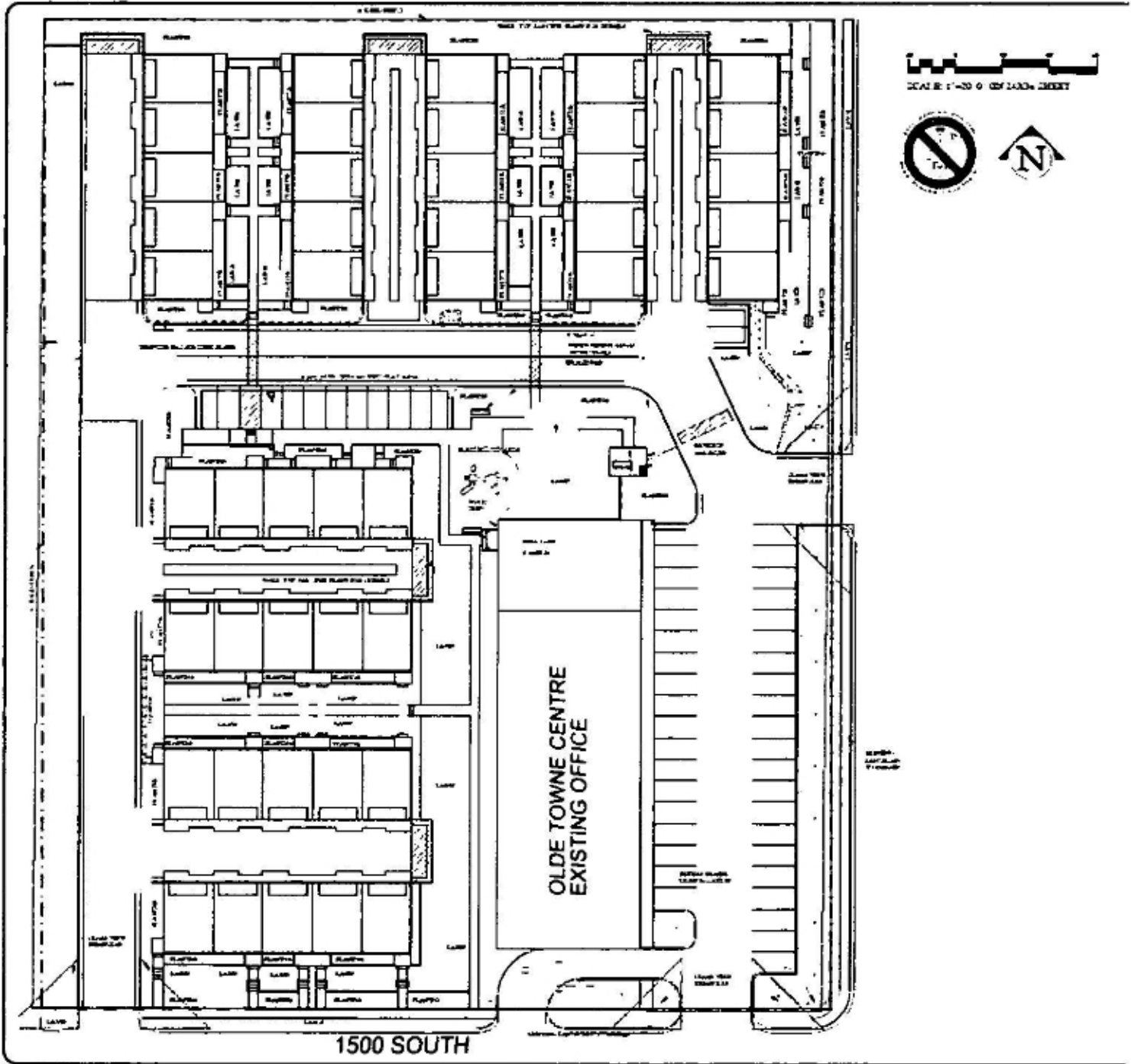
[Architectural Standards/Project Features]





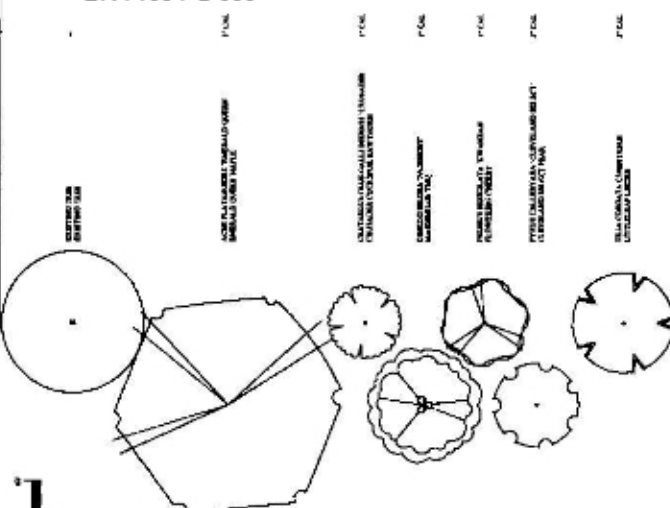
**EXHIBIT J
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

LANDSCAPE PLAN

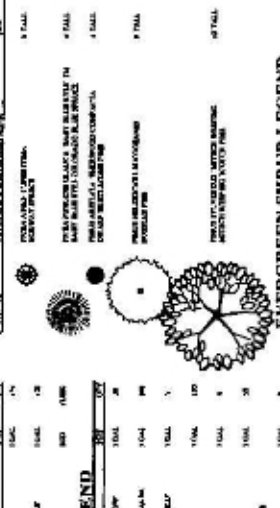


3139564
 BK 7183 PG 585

DECIDUOUS TREE LEGEND



EVERGREEN TREE LEGEND



EVERGREEN SHRUB LEGEND



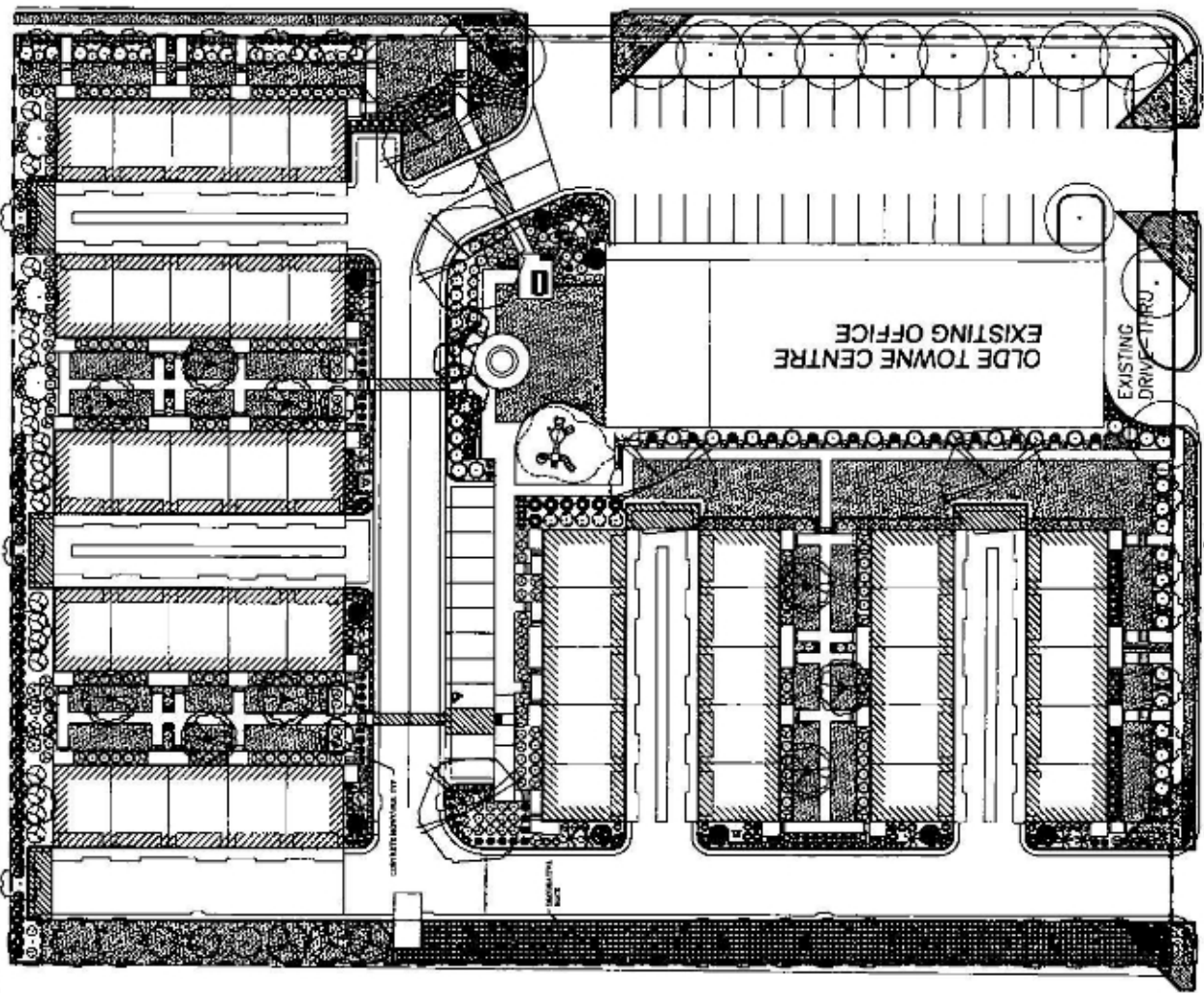
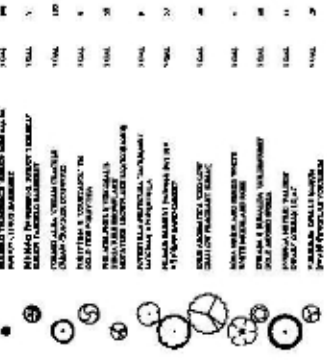
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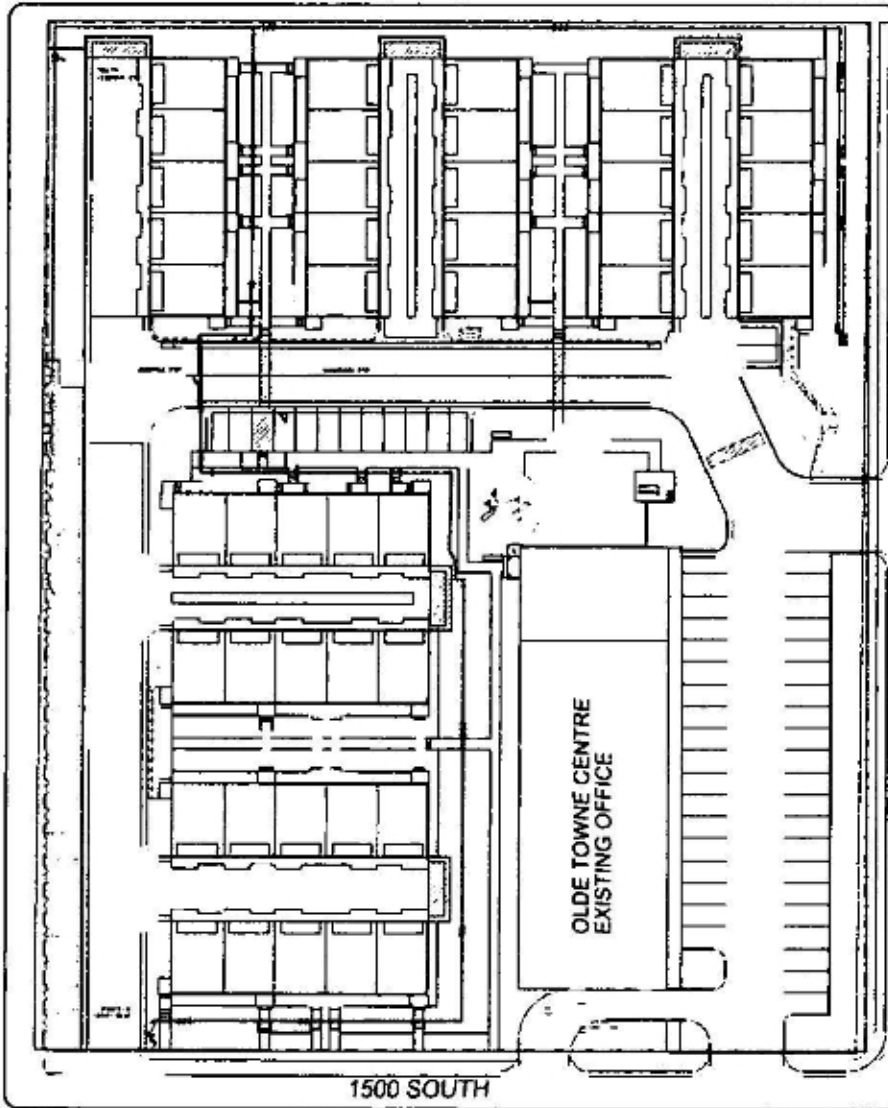


PERENNIAL AND GRASS LEGEND



DECIDUOUS SHRUB LEGEND





IRRIGATION NOTES

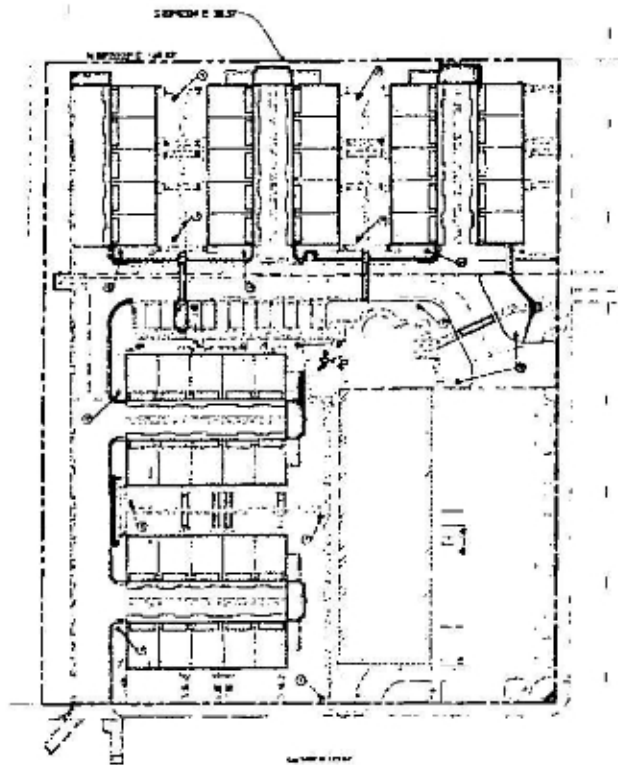
1. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
2. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
3. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
4. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
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12. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
13. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
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16. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
17. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
18. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
19. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.
20. The irrigation system shall be designed to provide adequate water to all plants and trees to be installed on the site.

IRRIGATION LEGEND

Symbol	Description
1	1/2" Polyethylene Pipe
2	1/2" Polyethylene Pipe
3	1/2" Polyethylene Pipe
4	1/2" Polyethylene Pipe
5	1/2" Polyethylene Pipe
6	1/2" Polyethylene Pipe
7	1/2" Polyethylene Pipe
8	1/2" Polyethylene Pipe
9	1/2" Polyethylene Pipe
10	1/2" Polyethylene Pipe
11	1/2" Polyethylene Pipe
12	1/2" Polyethylene Pipe
13	1/2" Polyethylene Pipe
14	1/2" Polyethylene Pipe
15	1/2" Polyethylene Pipe
16	1/2" Polyethylene Pipe
17	1/2" Polyethylene Pipe
18	1/2" Polyethylene Pipe
19	1/2" Polyethylene Pipe
20	1/2" Polyethylene Pipe

**EXHIBIT K
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

LIGHTING PLAN



CONSTRUCTION AND NOTES REFERENCE	
1	SEE PLAN SHEET 5 OF 16
2	SEE PLAN SHEET 6 OF 16
3	SEE PLAN SHEET 7 OF 16
4	SEE PLAN SHEET 8 OF 16
5	SEE PLAN SHEET 9 OF 16
6	SEE PLAN SHEET 10 OF 16
7	SEE PLAN SHEET 11 OF 16
8	SEE PLAN SHEET 12 OF 16
9	SEE PLAN SHEET 13 OF 16
10	SEE PLAN SHEET 14 OF 16
11	SEE PLAN SHEET 15 OF 16
12	SEE PLAN SHEET 16 OF 16

DATE: 10/15/10 PROJECT: OLDE TOWNE CENTRE SHEET NO: 5 OF 16 SCALE: AS SHOWN

BENJAMIN A. SCHERMER ENGINEERING & LAND SURVEYING UTAH LICENSE NO. 10000 1000 EAST 1000 SOUTH SALT LAKE CITY, UT 84103

BENJAMIN A. SCHERMER ENGINEERING & LAND SURVEYING UTAH LICENSE NO. 10000 1000 EAST 1000 SOUTH SALT LAKE CITY, UT 84103
OLDE TOWNE CENTRE INTERSECTION OF 180 WEST & 180 SOUTH WOODS CROSS, UTAH
LIGHTING PLAN CLP.D1 5 OF 16

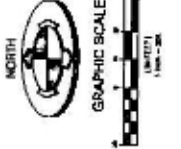
NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	11/15/17
2
3
4
5
6
7
8
9
10



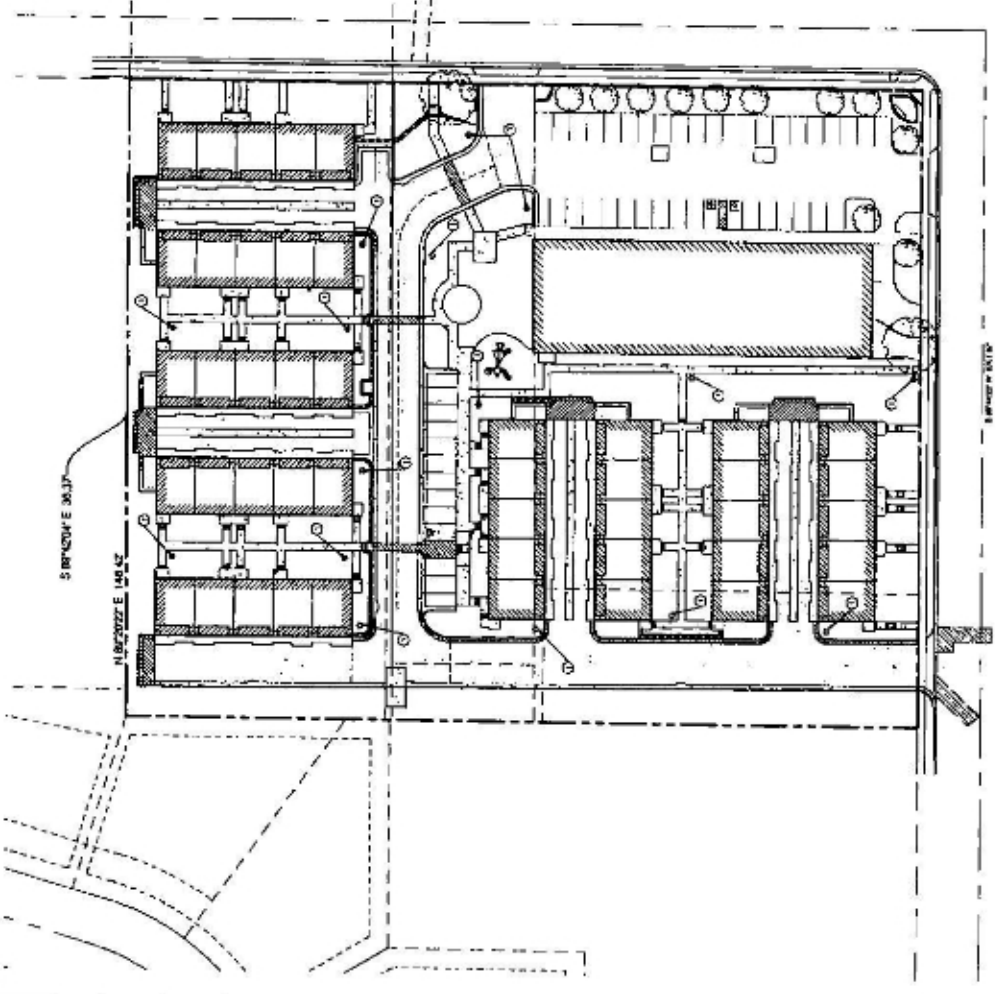
BENCHMARK
LAND SURVEYING & ENGINEERING
BENCHMARK CIVIL

OLDE TOWNE CENTRE
INTERSECTION OF 800 WEST & 1600 SOUTH
WOODS CROSS, UTAH

LIGHTING PLAN
CLP 01
5 OF 18

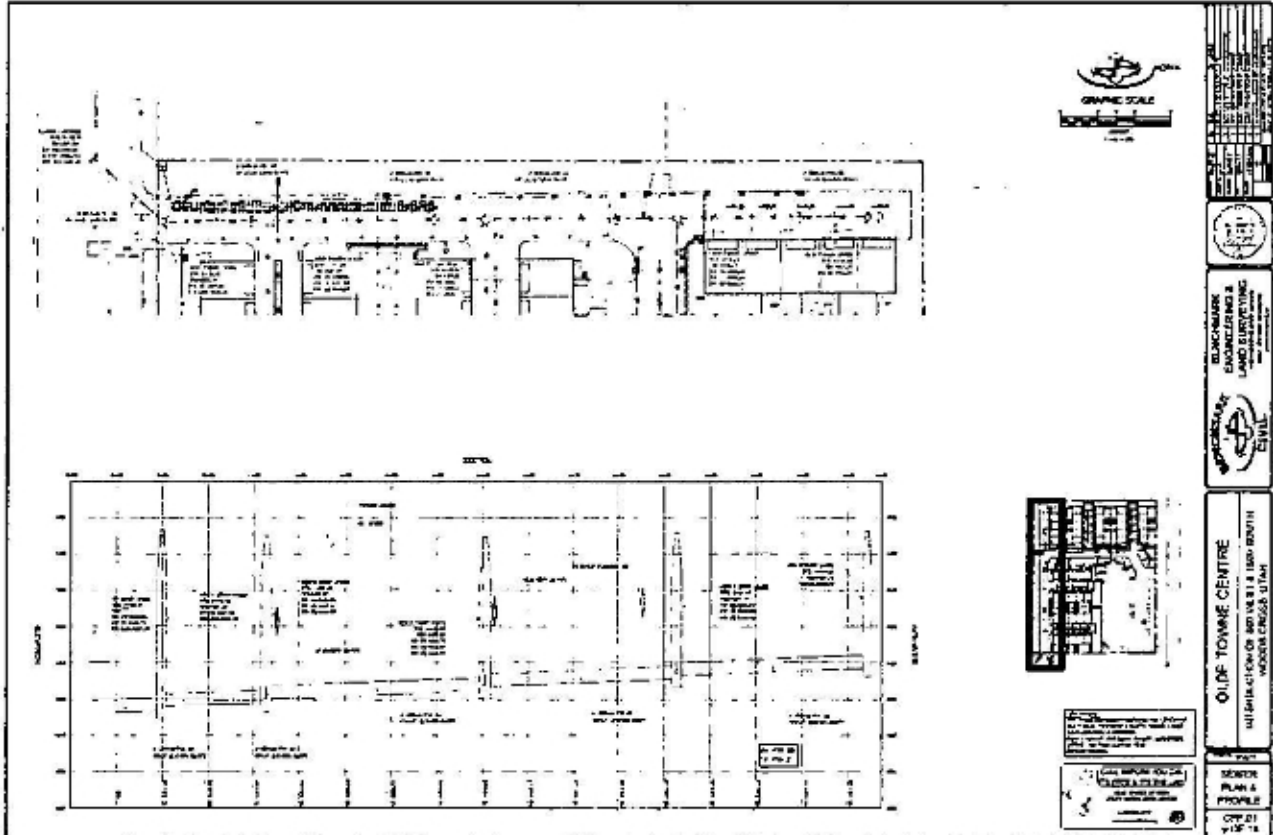


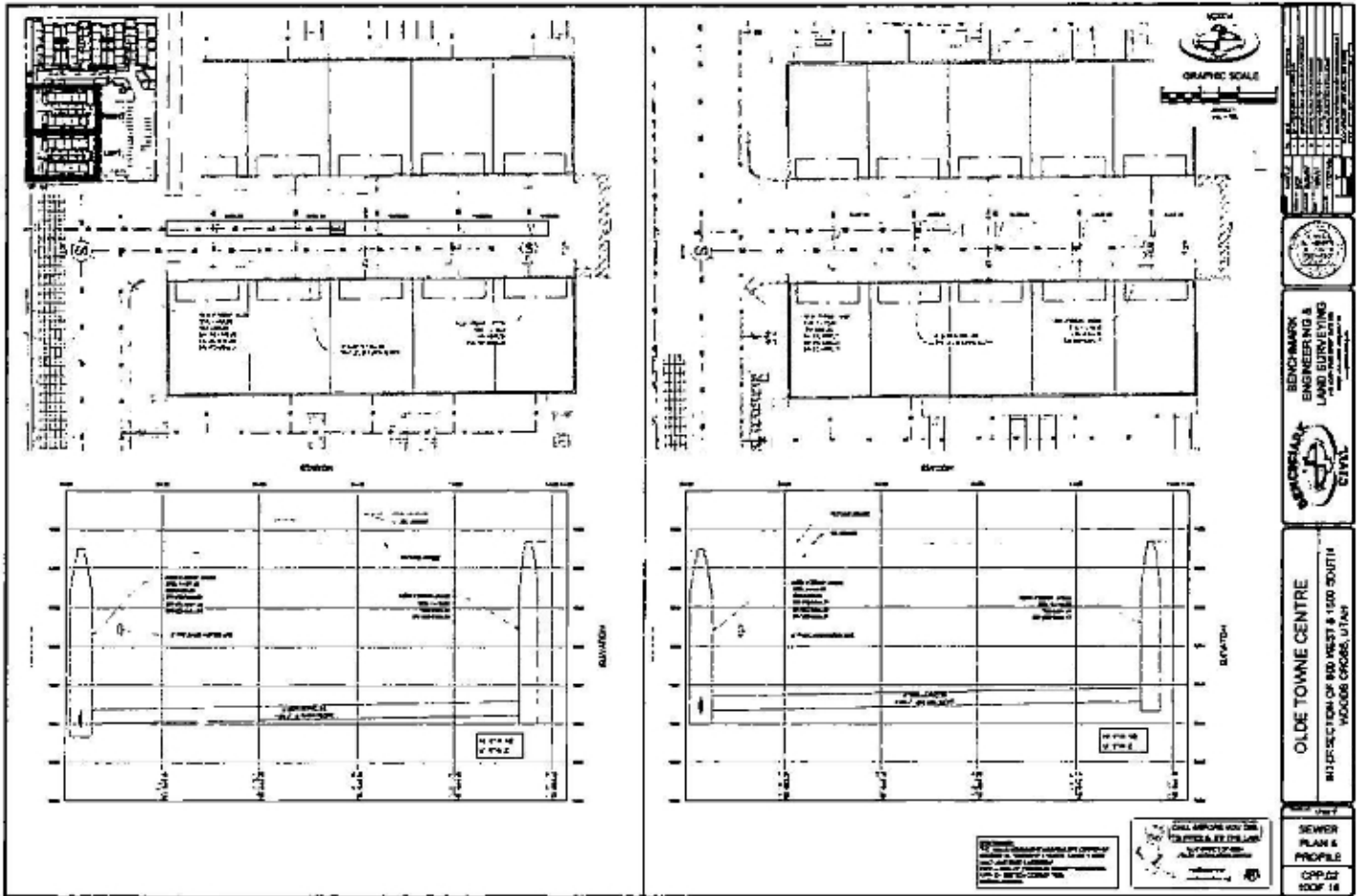
NO.	DESCRIPTION	DATE
1	CONSTRUCTION KEY NOTES ILLUSTRATION	11/15/17
2

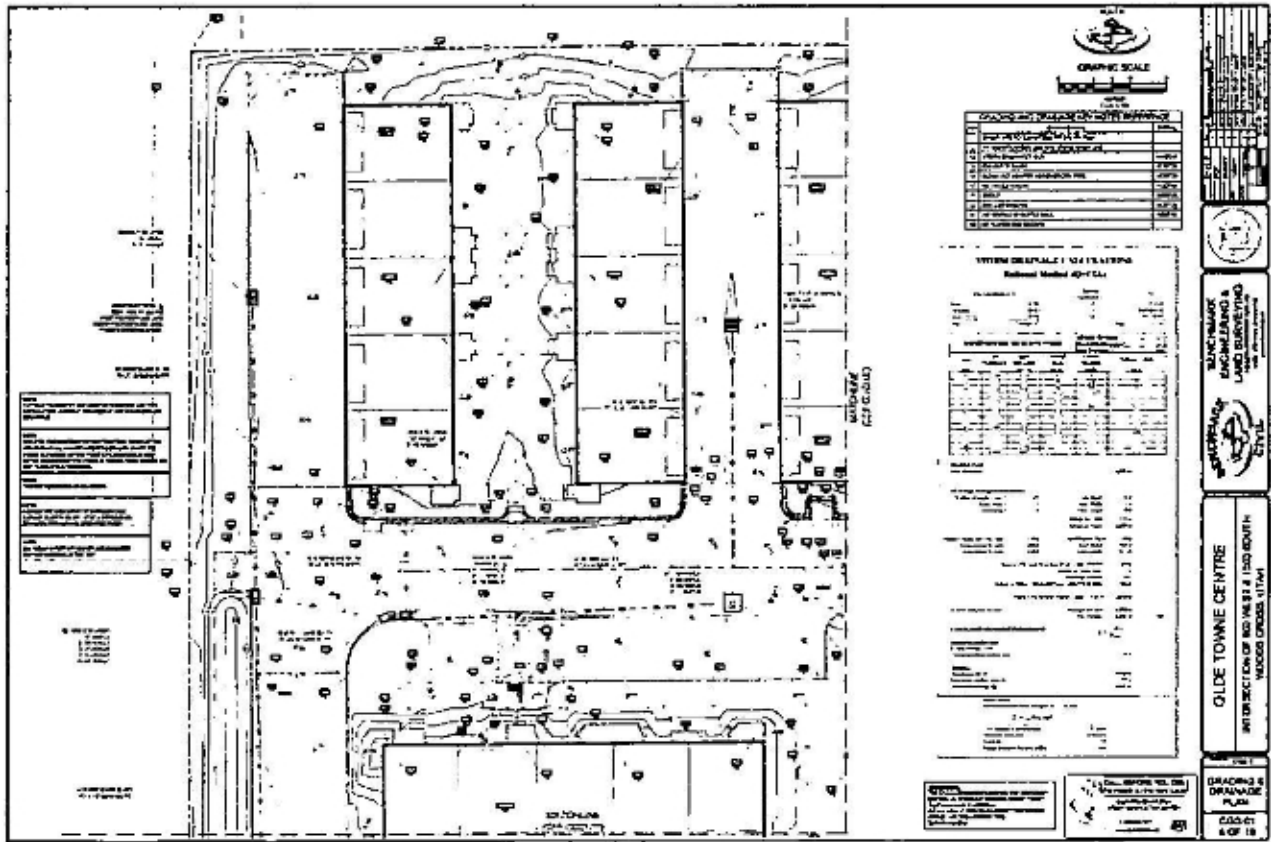


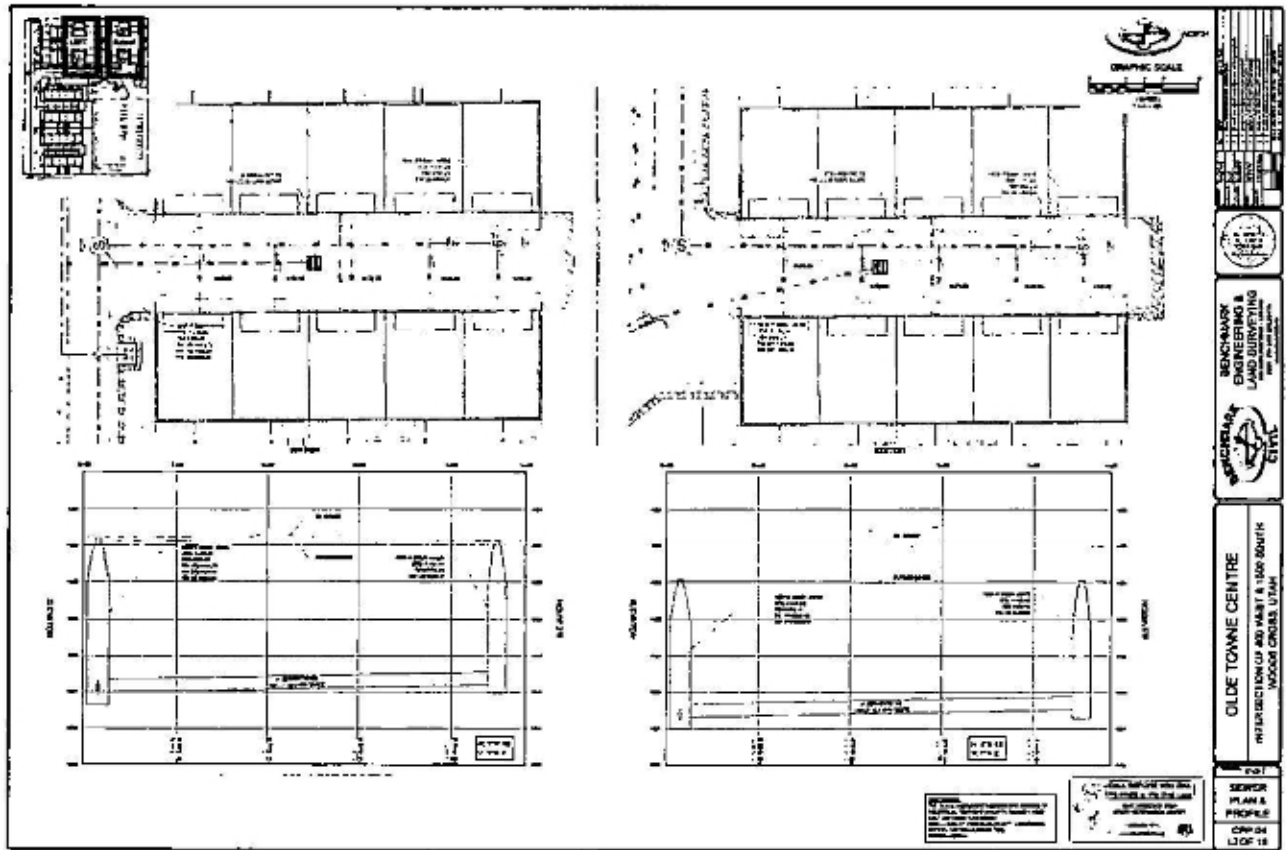
**EXHIBIT L
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

[Storm Water Plan]



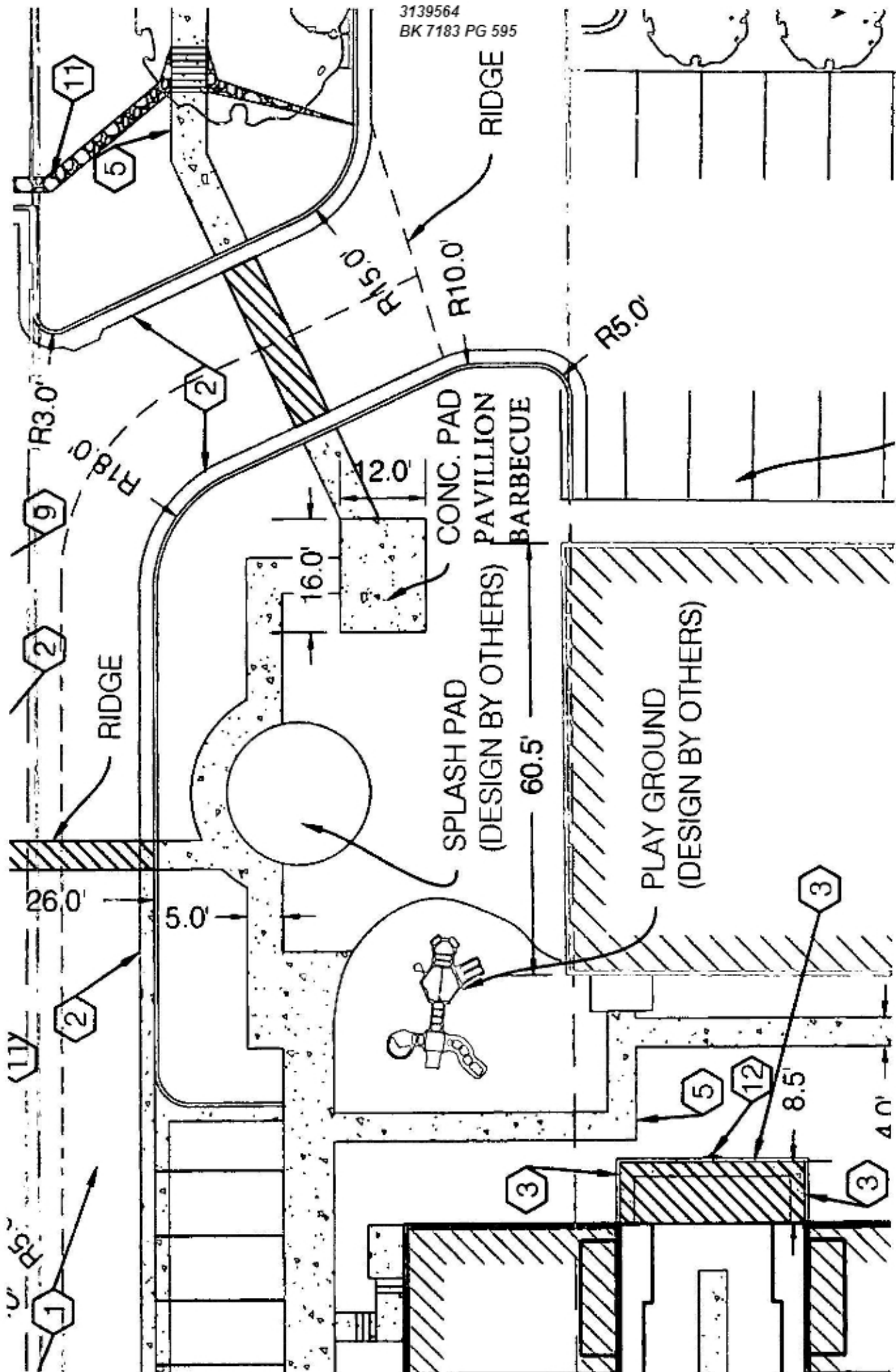


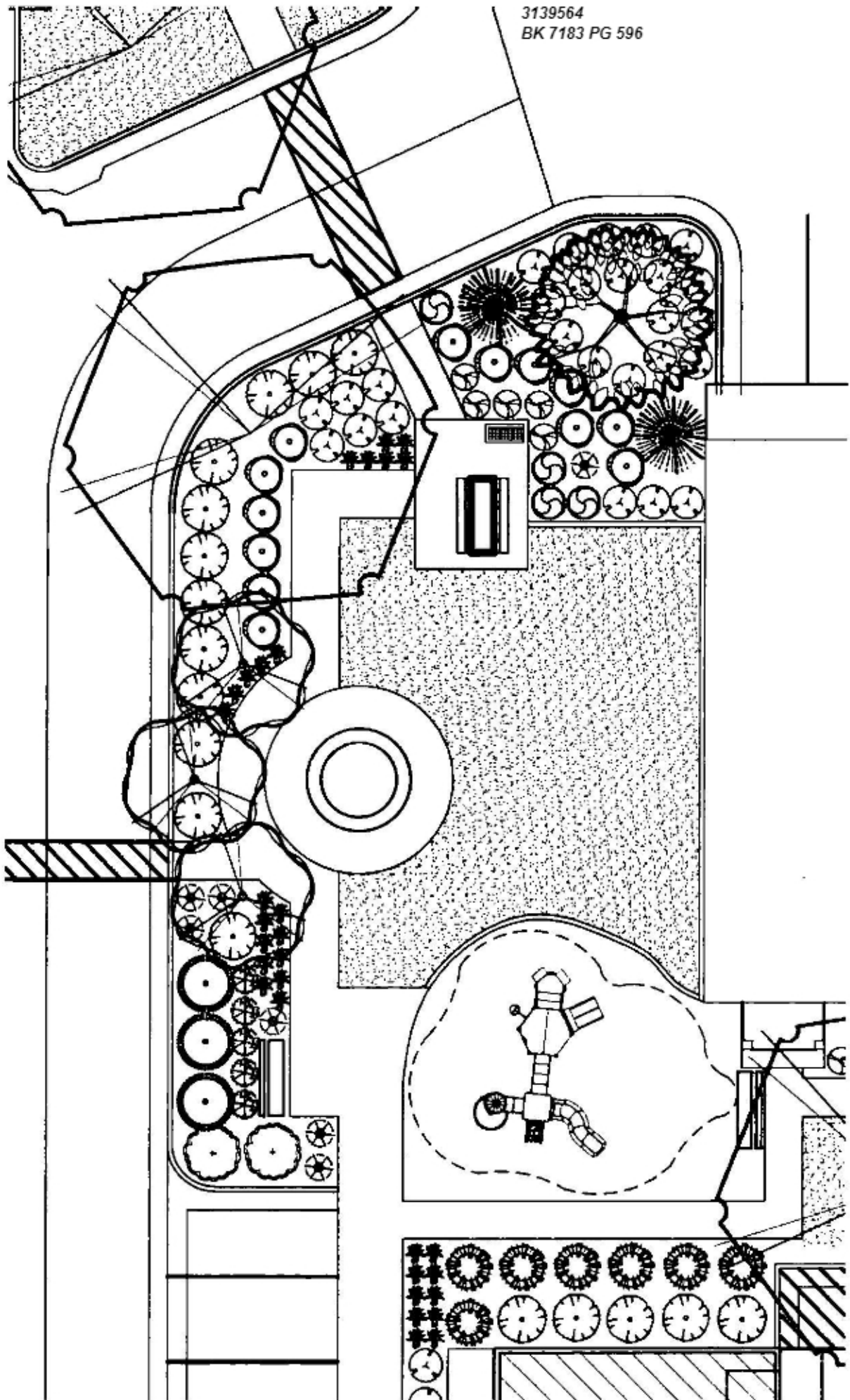




**EXHIBIT M
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

[INSERT PROJECT FEATURES PLAN]

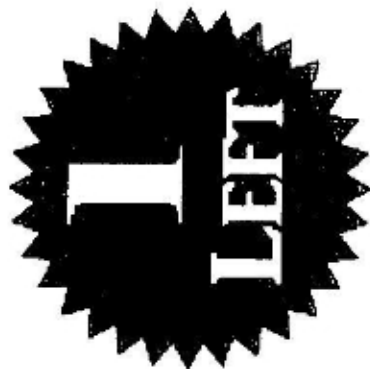




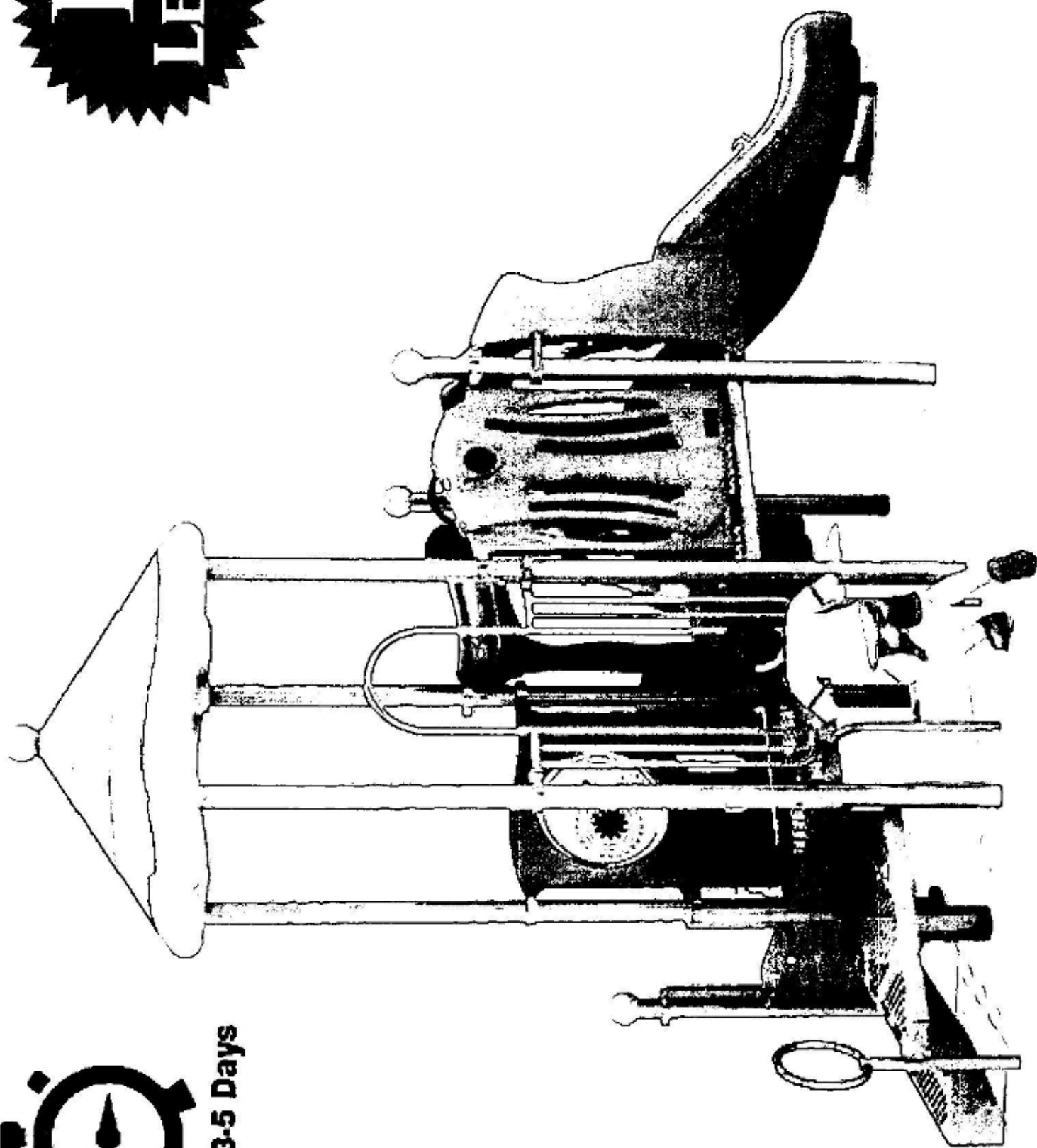
WESTERN
TIMBER FRAMING

WESTERN
TIMBER FRAMING

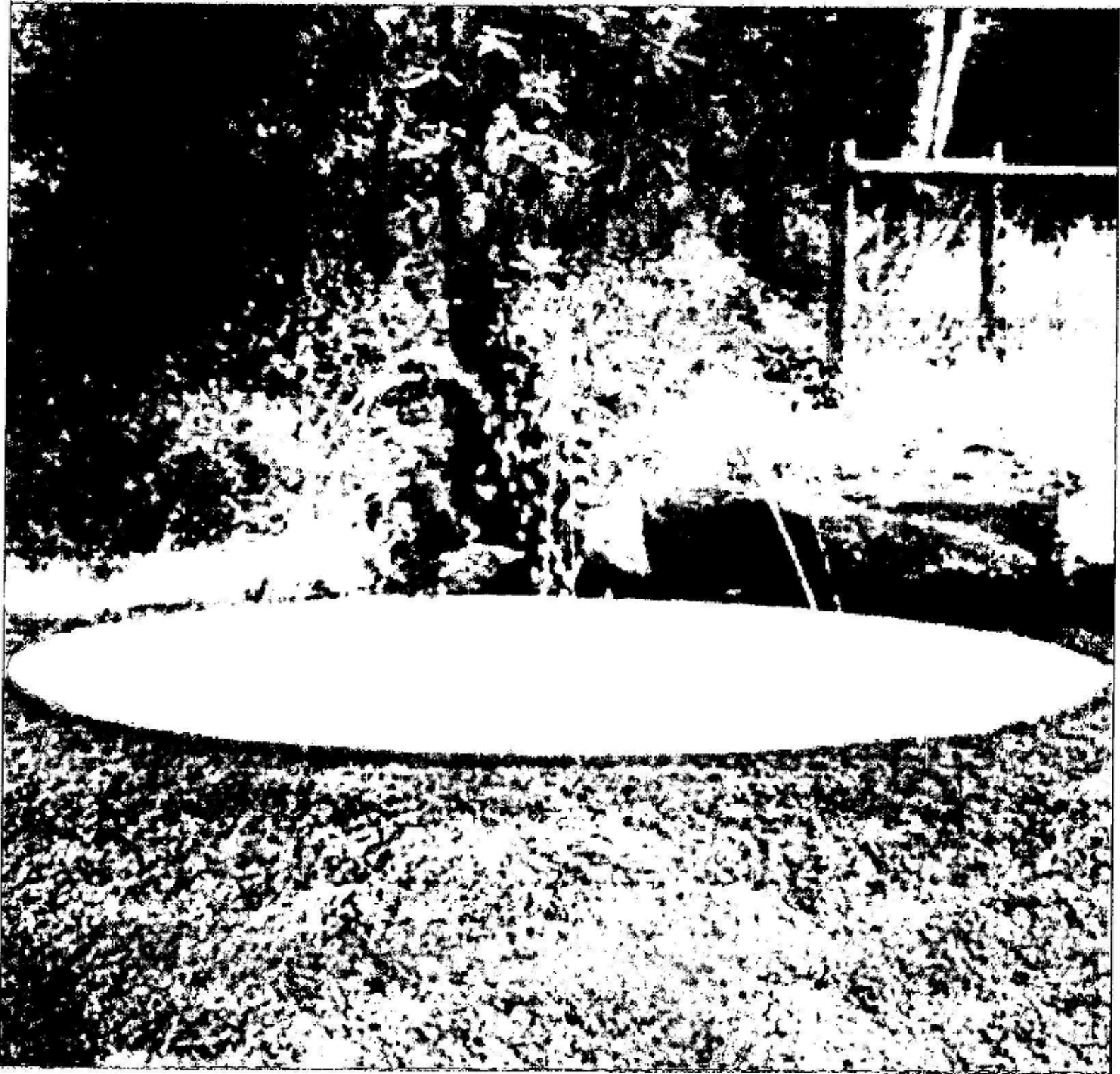
3139564
BK 7183 PG 597



3139564
BK7183 PG 598



Ships in 3-5 Days



**EXHIBIT N
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE
[SCHEDULE OF IMPACT FEES]**



J-U-B ENGINEERS, INC.

3139564
BK 7183 PG 601

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

MEMORANDUM

DATE: May 22, 2018
TO: Tim Stephens
CC: Scott Anderson
FROM: Greg Seegmiller, PE
SUBJECT: Olde Towne Centre – Development Fees; J-U-B Project 55-16-008-013

The Olde Towne Center Development includes the 45 Multi-Family Units, with demolition of 6 Single Family Dwelling Units. The site is 3.215 Acres in size. City Fees are summarize as follows:

Culinary Water Impact Fee:

45 Multi Family Residences x \$2,484 equals \$111,780	
Less credit 6 Single Family Residences x \$3,312 equals \$19,872	
Total Water Impact Fee:	\$91,908

Storm Drain Impact Fee:

Total Area at Base Fee: 3.215Ac x \$4,014 equals \$12,905	
Less credit of previous Comm. Devmt.: 1.272 Acres x \$4,014=\$5,106	
Less credit of 6 Residences: 6 x \$1,003 equals \$6,018	
Total Storm Drain Impact Fee:	\$1,781

Fire Impact Fee

39 new units x \$644 equals	\$25,116
-----------------------------	-----------------

Parks Impact Fee

45 Multi Family Dwelling Units x \$1,678 equals \$75,510	
Less credit 6 Single Family DU x \$2,929 equals \$17,574	
Total Parks Impact Fee:	\$57,936

Other Fees:

Water Meter Installation Fee: \$255 x 45 lots or	\$11,475
Water Deposit: \$100 x 45 lots or	\$4,500
Construction Water Usage Fee: \$30 x 45 or	\$1,350
Building Bond: 334+419-347feet of frontage x\$10 or	\$4,060
Total other fees:	\$ 21,385

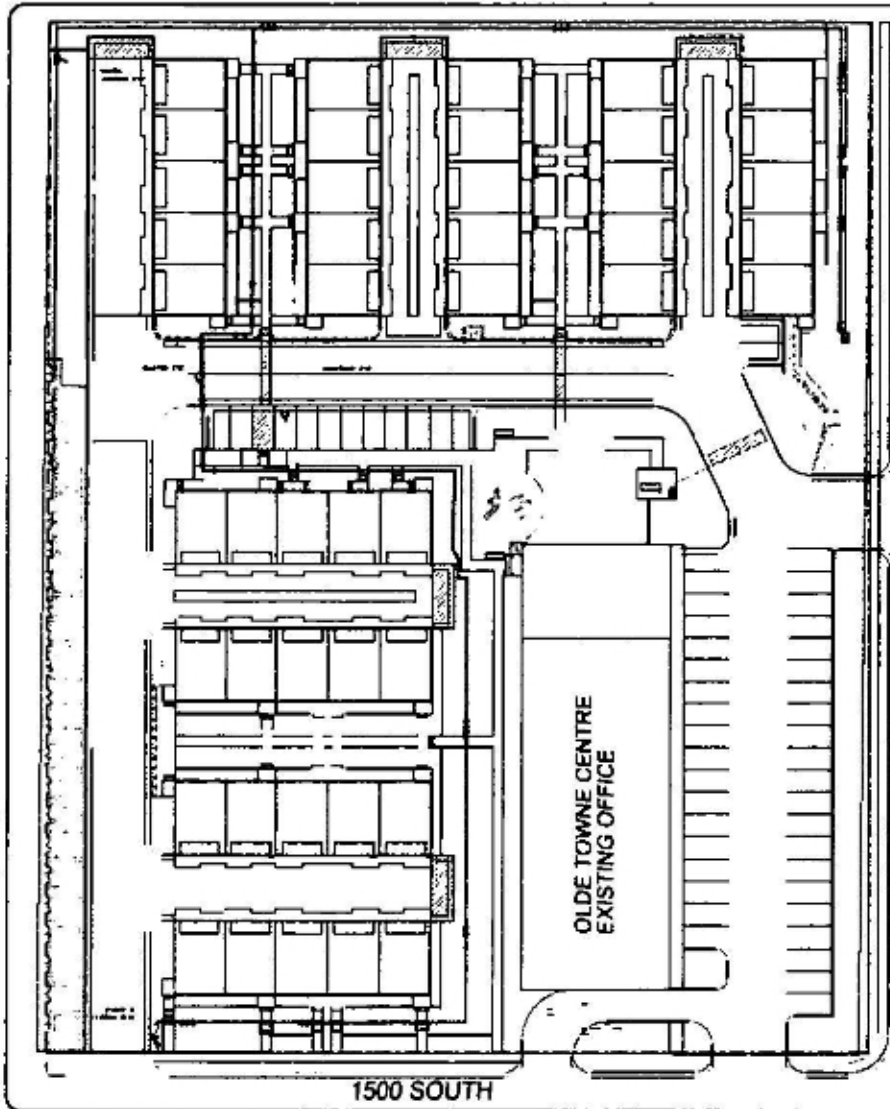
Total Woods Cross City Fees:	\$198,126.00
-------------------------------------	---------------------

There is also the Subdivision Improvement Bond that will be coordinated separately from these fees. Said bond includes all public and semipublic (HOA-owned) improvements on the site (including water, sewer, storm drain, roadways, landscaping and common area improvements).

Please contact me if you have any questions.

**EXHIBIT O
TO
DEVELOPMENT AGREEMENT
FOR OLDE TOWNE CENTRE**

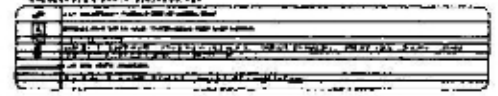
CULINARY WATER PLAN



IRRIGATION NOTES

- 1. The irrigation system shall be designed to provide adequate water to all plantings.
- 2. The irrigation system shall be designed to provide adequate water to all plantings.
- 3. The irrigation system shall be designed to provide adequate water to all plantings.
- 4. The irrigation system shall be designed to provide adequate water to all plantings.
- 5. The irrigation system shall be designed to provide adequate water to all plantings.
- 6. The irrigation system shall be designed to provide adequate water to all plantings.
- 7. The irrigation system shall be designed to provide adequate water to all plantings.
- 8. The irrigation system shall be designed to provide adequate water to all plantings.
- 9. The irrigation system shall be designed to provide adequate water to all plantings.
- 10. The irrigation system shall be designed to provide adequate water to all plantings.

IRRIGATION LEGEND

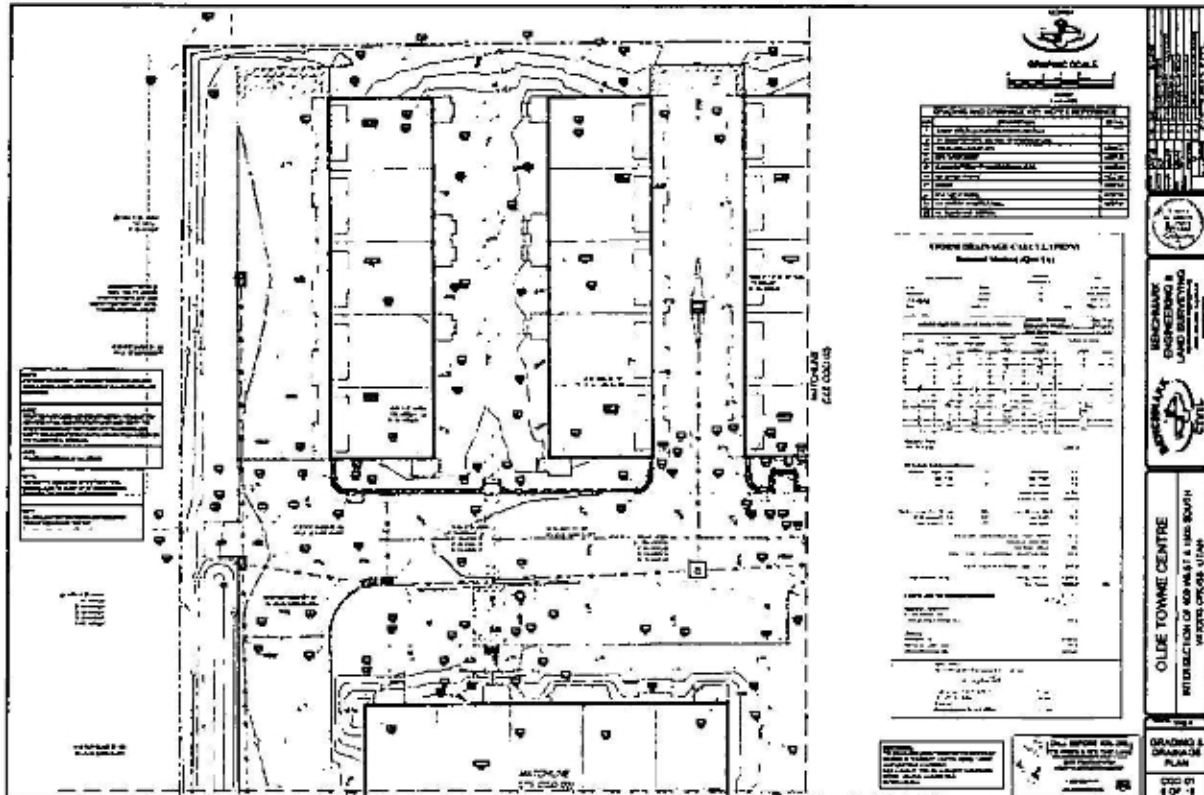


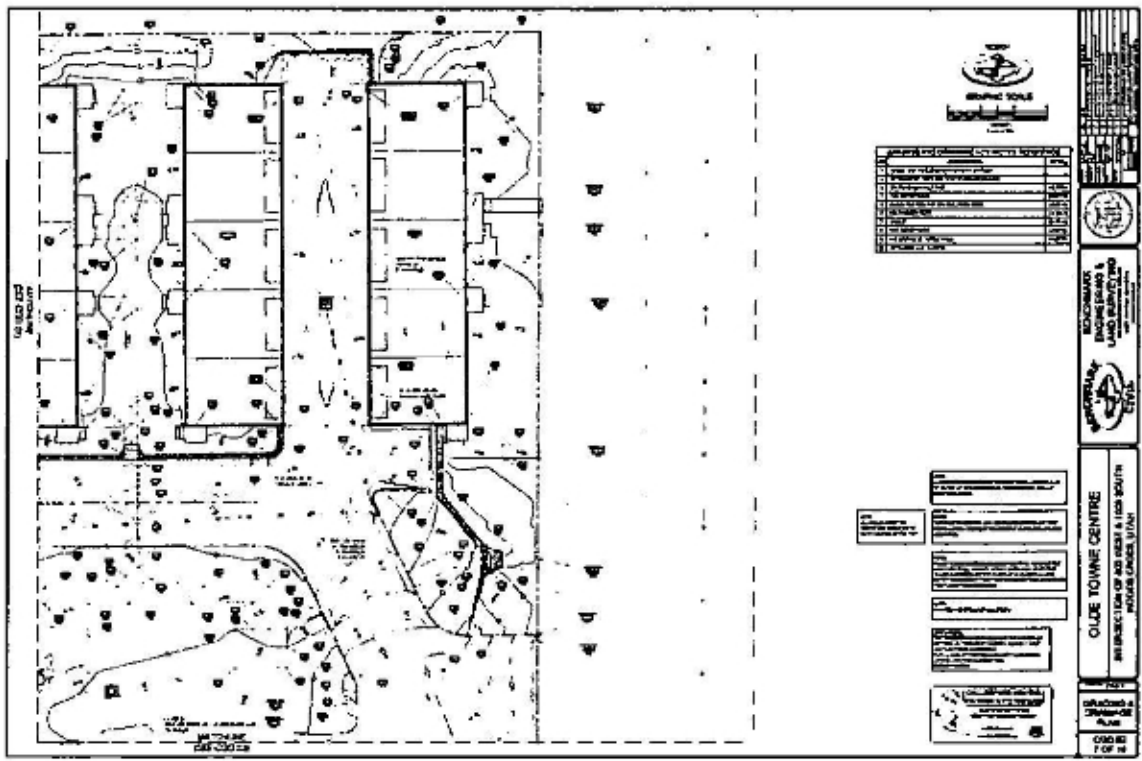
EXHIBIT

TO

DEVELOPMENT AGREEMENT FOR OLDE TOWNE CENTRE

SUBDIVISION GRADING AND DRAINAGE PLAN





NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/05
2	ISSUED FOR PERMIT	11/15/05
3	ISSUED FOR PERMIT	11/15/05
4	ISSUED FOR PERMIT	11/15/05
5	ISSUED FOR PERMIT	11/15/05
6	ISSUED FOR PERMIT	11/15/05
7	ISSUED FOR PERMIT	11/15/05
8	ISSUED FOR PERMIT	11/15/05
9	ISSUED FOR PERMIT	11/15/05
10	ISSUED FOR PERMIT	11/15/05

<p>PROJECT: OLDE TOWNE CENTRE INTERSECTION OF OLD HICKS & HIGH SOUTH WOODS CROSS, LANIER, UT/VA</p>	<p>DATE: 11/15/05</p>
<p>DESIGNED BY: [Firm Name]</p>	<p>CHECKED BY: [Firm Name]</p>
<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: [Project Number]</p>
<p>DATE: 11/15/05</p>	<p>DATE: 11/15/05</p>

BRUCE E. DAVIS
 PROFESSIONAL ENGINEER
 LICENSE NO. 10000
 STATE OF VIRGINIA

OLDE TOWNE CENTRE
 INTERSECTION OF OLD HICKS & HIGH SOUTH
 WOODS CROSS, LANIER, UT/VA

SHEET NO. 7 OF 10

