

ORDINANCE NO. 24-2019



W3174807

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE DRAFT MASTER DEVELOPMENT AGREEMENT - WILSON COVE SUBDIVISION; AND PROVIDING FOR AN EFFECTIVE DATE.

EX 3174807 PG 1 OF 41
LEANN H KILTS, WEBER COUNTY RECORDER
11-AUG-21 1108 AM FEE \$1.00 DEP DC
REC FOR: WEST HAVEN CITY

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a Draft Master Development Agreement ("*Agreement*") for the Wilson Cove Subdivision representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopted development plans and schedules by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH:

The Development Agreement By And Between The City Of West Haven And Farr Built Homes, Inc., For The Wilson Cove Subdivision, Attached As Attachment "A", And Fully Incorporated By This Reference, Is Approved And Adopted.

The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 7th day of August, 2019 and after publication or posting as required by law.

DATED this 7th day of August, 2019

WEST HAVEN, a municipal corporation

by: Sharon Bolos
Mayor Sharon Bolos

Attested and recorded

Emily Green
Emily Green
City Recorder



ATTACHMENT “A”

ORDINANCE NO. 24-2019

An Ordinance Of The City Of West Haven, Utah Approving And Adopting The Draft Master Development Agreement - Wilson Cove Subdivision; And Providing For An Effective Date.

07 Aug 19

**DEVELOPMENT AGREEMENT
Wilson Cove**

This Development Agreement (this "**Agreement**") is made and entered into and made effective as the date entered below (the "**Effective Date**"), by and among West Haven City, a municipality and political subdivision of the State of Utah (the "**City**") and Farr Built Homes, Inc., a Utah corporation (the "**Developer**"). The City and Developer may from time to time be collectively referred to as the "**Parties**", and each may be referred to individually as "**Party**".

RECITALS

- A. Developer has prepared and presented to the City a development application for the Wilson Cove townhome development (hereinafter referred to as the "**Project**"). The application package has been submitted and is being reviewed by the City pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved development plan, preliminary and final approved site plan, preliminary and final approved subdivision plat, approved engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Wilson Cove Development Documents**" or the "**Development Documents**".
- B. Pursuant to the authority of Utah Code Ann. *10-9a-102(2) and the specific provisions of the City Code, the City has determined to enter into this Agreement with Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Developer have agreed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I
LEGAL AUTHORITY AND PURPOSE**

- 1.1 **City Laws and Purpose.** The City represents that it has the legal authority to enter into and perform its obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits.
- 1.2 **Conditions Precedent.** Each of the Parties is entering into this Agreement in anticipation of the satisfaction of certain Conditions Precedent (described below), which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the

Conditions Precedent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions Precedent may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for the purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the “Conditions Precedent”:

- 1.2.1 the final non-appealable approval and acceptance of this Agreement by the City Council;
- 1.2.2 the final conditional administrative approval of the subdivision plat for Wilson Cove; and
- 1.2.3 recording of the Wilson Cove plat.

2.1 DEVELOPER OBLIGATIONS

2.1.1 Development. The Project will consist of the improvements as shown in Exhibit A (Phase 1) and Exhibit B (Phase 2). Project will consist of 89 new construction townhomes as shown in Exhibit A (Phase 1), and up to 114 new construction townhomes in Exhibit B (Phase 2). The Project shall consist of two phases as depicted for Phase 1 on Exhibit A and proposed Phase 2 on Exhibit B.

2.1.2 Conveyances and Dedications.

- A. Easements. Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project.
- B. Roads. Developer shall pay for the costs of developing and constructing the road called 2100 West (the “Road”). Thereafter, Developer shall dedicate the Road to the City. Smaller roads in front of the units will be private and maintained by the HOA. The Developer agrees to pay for and improve the road on Phase 2 that will connect the Wilson Cove Development and Ivory Homes Subdivision to the West. Roads will be improved as shown on Exhibits A and B and will be constructed to City standards.
- C. Parking-Any. Parking pop outs on 2100 W. to be maintained/plowed by HOA. Parking along 2100 W. to be regulated by the City.
- D. Deeded Ground. On Phase 2 we have agreed to deed 2 acres to West Haven City on the North end of Phase 2 as shown in (Exhibit B).
- E. Landscaping. Phase 1 will be landscaped and maintained by the HOA according to the Landscaping Plan (Exhibit C). Phase 2 will also be

maintained by the HOA and the Landscaping plan will be similar to the phase 1 plan and will be approved with the phase 2 plat. The Landscaping Plans will consist of grass between the mow strips and sidewalks, front yards, and the common area between the units. There will be an assortment of trees, along the main road of 2100 West and in front of the Units.

F. Lighting. Will provide public lighting at the entrance of 2100 West and at every intersection that feeds into 2100 West. There also will be lighting on the front of each unit. There will be lighting at the mailbox junction and also along the parking along 2100 West and at the private park parking areas.

G. Park. The Phase 1 private park will be private and maintained by the HOA. It will consist of grass, trees, Pickle ball court, and commercial grade playground equipment similar to Exhibit D in scope and scale, swing set, and picnic tables.

H. Building Details: (See Exhibit E)

2.2 **City Obligations.** As consideration for Developer's agreement with the City as to Exhibit A and Exhibit B, A portion of the road will be placed on city property as shown on (Exhibit B) and the West Haven Special Service District has agreed to enter into a cost sharing arrangement for the phase 2 sewer improvements. This will be based on a proportionate share analysis on Phase 2 (Exhibit B).

2.3 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents.

ARTICLE III DEFAULT AND COSTS

3.1 **Default.** In the event of a failure by any party to comply with the commitments set forth herein within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

3.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

3.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

3.2 Court Costs and Attorneys Fees. In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorney's fees.

**ARTICLE IV
GENERAL MATTERS**

4.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

4.2 Laws and Forum. This Agreement shall be binding upon and shall insure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Weber County, Utah.

4.3 Legal Representation. Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so.

4.4 No Third-Party Rights. Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

4.5 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United State mail, by registered or certified mail, addressed as follows:

The City: West Haven City
 4150 South 3900 West
 West Haven, Utah 84401
 Attention: Steve Anderson

Developer: Farr Built Homes, Inc.
 3605 West 900 South
 Ogden, Utah 84404
 Attention: Lowell Farr

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

4.6 Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement.

4.7 Effective Date. This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as the Effective Date.

4.8 Termination. This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions Precedent to occur on or before one year after the Effective Date.

4.9 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

WEST HAVEN CITY, a municipality and political subdivision of the State of Utah

By: Sharon Bolos
Mayor

STATE OF UTAH

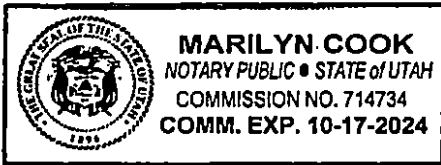
: ss.

COUNTY OF WEBER

On this 10th day of August, 2021, personally appeared Sharon Bolos, known or identified to me to be the Mayor of West Haven City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Marilyn Cook
Notary Public for Utah



Farr Built Homes,

By Lowell Farr
Its President

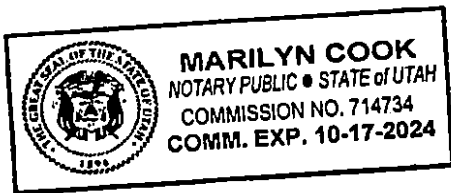
STATE OF UTAH

: ss.

COUNTY OF Weber

On this 10th day of August, 2021, personally appeared Lowell Farr, known or identified to me to be the President of Castle Creek Homes, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Marilyn Cook
Notary Public for Utah

Property Description

All of **Wilson Cove Phase 1**, PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY –

Weber Co. Recorder Entry No.3046559

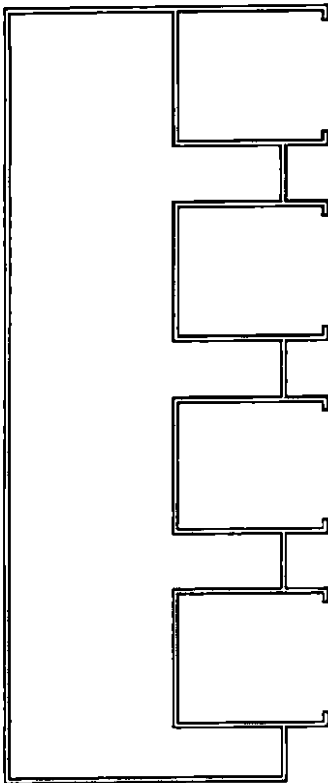
also


Parcel 15-061-0109

PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT 1255 FEET EAST AND NORTH 1°47' EAST 1032.00 FEET, FROM THE SOUTHWEST CORNER OF SOUTHEAST QUARTER OF SECTION 23, THENCE NORTH 1°17' EAST 1615 FEET, THENCE WEST 377.22 FEET, THENCE SOUTH 0°30' WEST 20 CHAINS, THENCE SOUTH 288 FEET; THENCE EAST 332.70 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

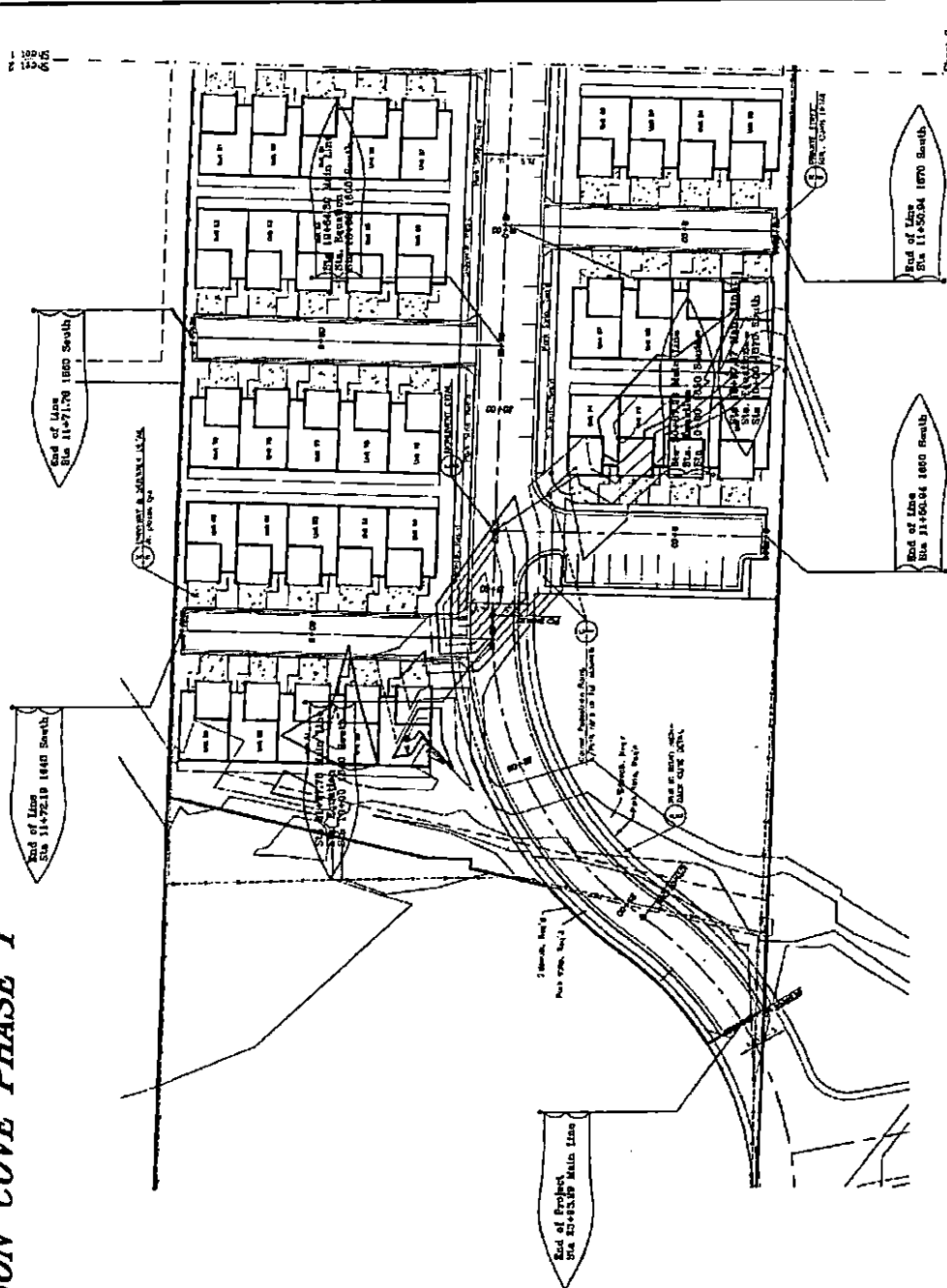
Phase 1



 Professional Engineer, Title: _____ License No. _____ State of _____		and have done this as a true and correct copy of the original.	
PREPARED BY: <u>Ray Construction, Inc.</u> Address: _____ City: _____ State: _____		J of _____ Sheets _____ Project: _____ Date: _____	
FOR THE ARCHITECT: _____ Name: _____ Title: _____ Address: _____ City: _____ State: _____		Checked by: _____ Date: _____	
This set of drawings is to be used only for the project and location specified above. It is not to be used for any other project or location without the written consent of the engineer.		If any part of these drawings is to be used for any other project or location, the user must obtain the written consent of the engineer.	

WILSON COVE PHASE 1

- Scale - 1" = 30'
- Legend**
- EXISTING ROAD
 - PROPOSED ROAD
 - STREET CENTERLINE
 - SIDEWALK CORNER
 - THE STREET BOUNDARY
 - THE CURB WALL
 - THE ROAD AND C/P
 - ST. (24") DIA. AND
 - 6" DIA. (12") DIA.



WALL ENGINEERING, INC.
 P.O. BOX 29
 FILLMORE, UTAH 84141
 (435) 534-1111
 wallengr@comcast.net

PROJECT: Parr Construction, Inc.
DATE: 02/14/2013
PROJECT NO.: 13-001
DATE PLOTTED: 02/14/2013

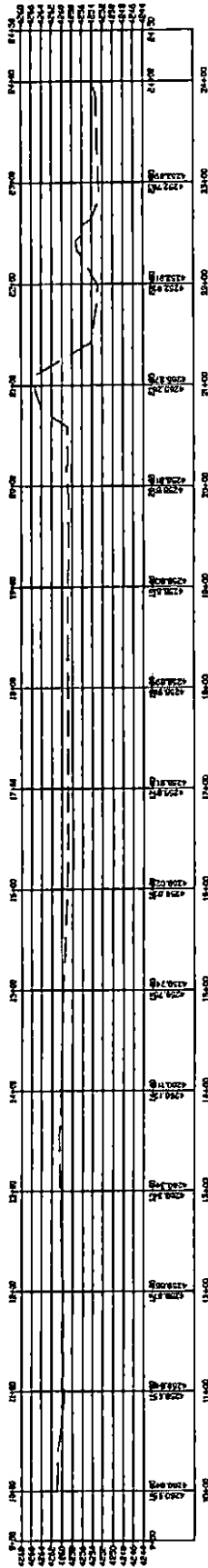
DESIGNER: Parr Construction, Inc.
DATE: 02/14/2013
PROJECT NO.: 13-001
DATE PLOTTED: 02/14/2013

SCALE: 1" = 30'

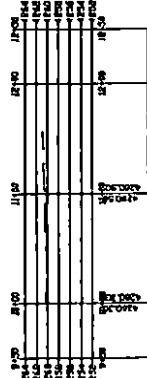
PROJECT: Parr Construction, Inc.
DATE: 02/14/2013
PROJECT NO.: 13-001
DATE PLOTTED: 02/14/2013

WILSON COVE PHASE 1

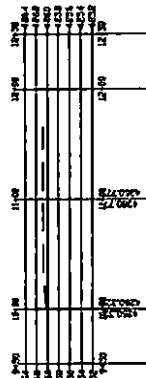
- MAIN LINE PROFILE -



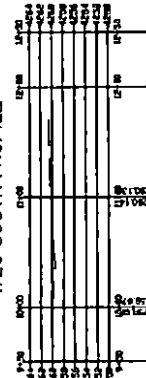
- 1740 SOUTH PROFILE -



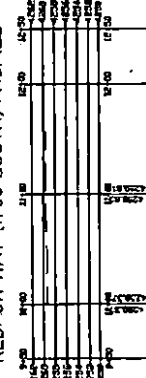
- 1730 SOUTH PROFILE -



- 1720 SOUTH PROFILE -



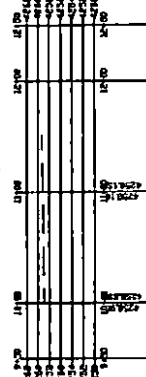
- REDFOX WAY (1700 SOUTH) PROFILE -



- 1700 SOUTH PROFILE -



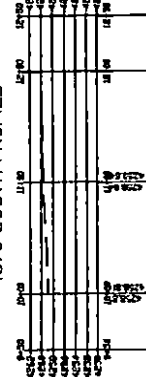
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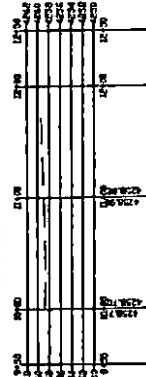
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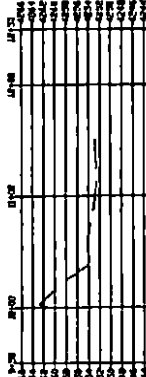
- 1670 SOUTH PROFILE -



- 1660 SOUTH PROFILE -



- 1650 SOUTH PROFILE -



- 1640 SOUTH PROFILE -



WAL ENGINEERING, INC.
 3550 S. 1000 W. SUITE 101
 RIVERDALE, UTAH 84053
 (801) 894-1300 FAX (801) 894-1301
 www.wal-engineering.com

Project: Wilson Cove Phase 1
 Location: AS 1/4 of Section 21, Township 1 South, Range 1 West, Sub 1/4 Section 10
 Date: 08/27/2012
 Profile: 1700 2ND

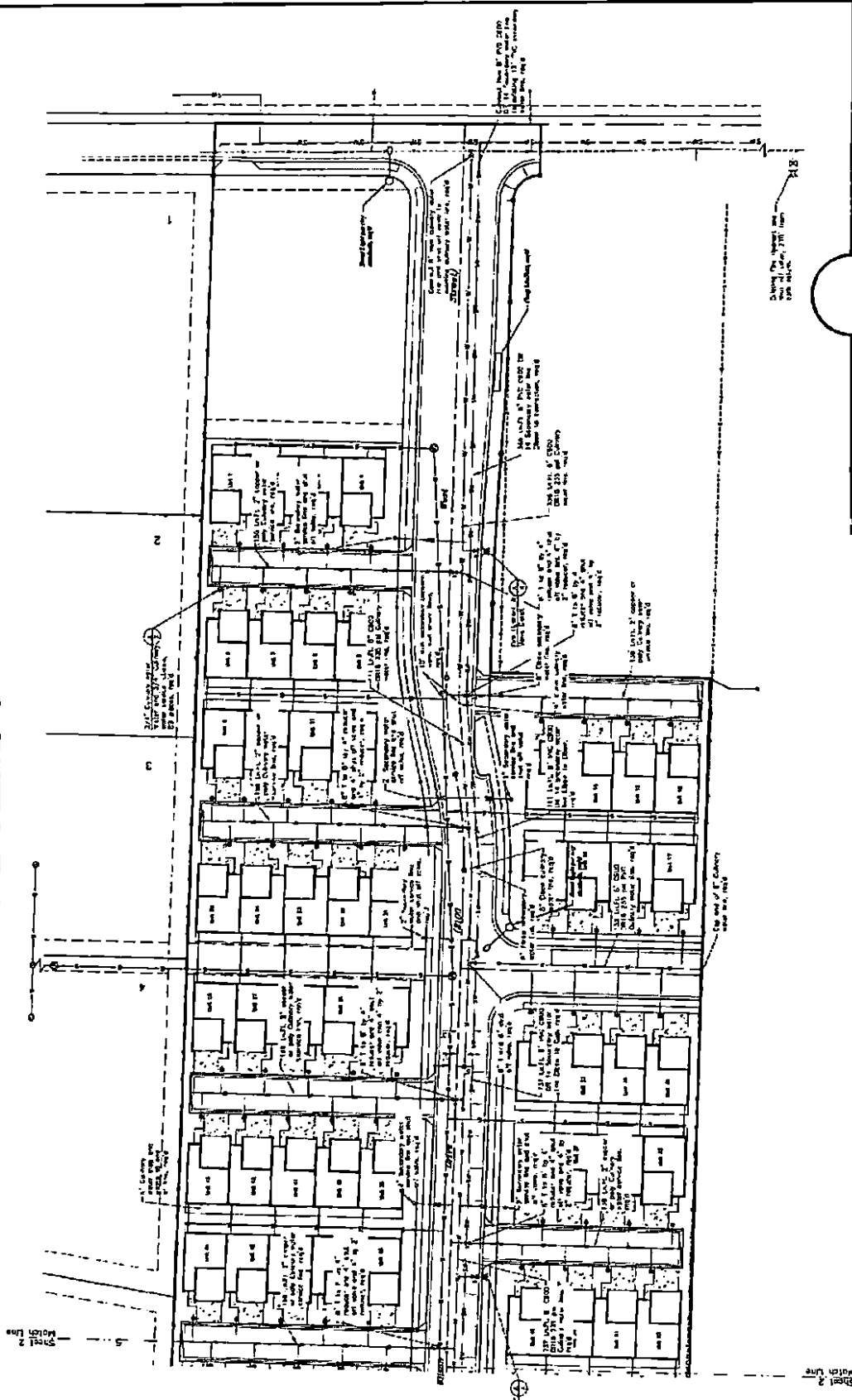
Sheet: 4 of 3

10/15/2012 10:00 AM C:\Users\jwal\Documents\Wilson Cove Phase 1\1700 2ND.dwg

WILSON COVE PHASE 1



- Legend**
- Existing Road
 - - - - - Proposed Road
 - Boundary
 - - - - - Street Centerline
 - and Section Corners
 - ◆ The Street Intersection
 - The Street End
 - The Corner and C/P
 - The Street Marker
 - The Street Marker



WALL ENGINEERING, INC.
 51 WATCH MAIN, MA 019
 111 W. MAIN ST. (1.51)
 111 W. MAIN ST. (1.51)
 wallengr@wallengr.com

PROJECT: Wilson Cove Phase 1
 111 W. MAIN ST. (1.51)
 111 W. MAIN ST. (1.51)
 111 W. MAIN ST. (1.51)

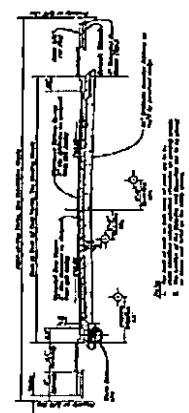
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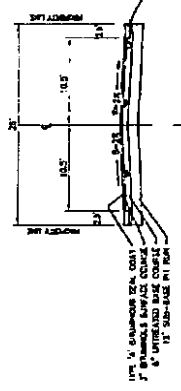
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 111 W. MAIN ST. (1.51)
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 111 W. MAIN ST. (1.51)

DATE: 11/15/11

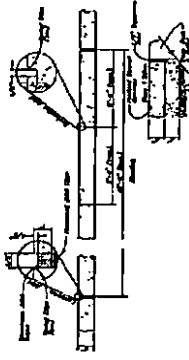
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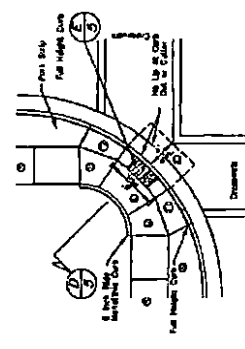
E **CONCRETE CURB WITH DRAINAGE GRATE**
N.T.S.



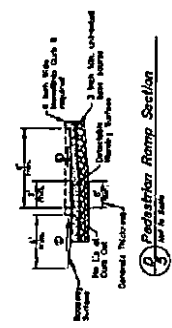
F **METAL CURB WITH DRAINAGE GRATE**
N.T.S.



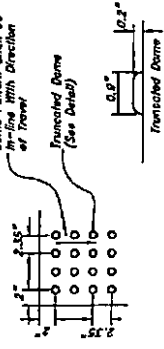
G **CONCRETE SIDEWALK**
N.T.S.



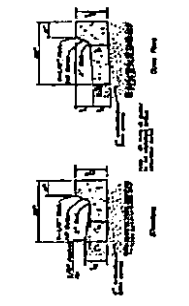
H **CORNER PEDESTRIAN RAMP**
N.T.S.



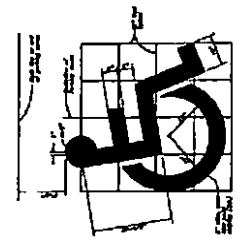
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N.T.S.



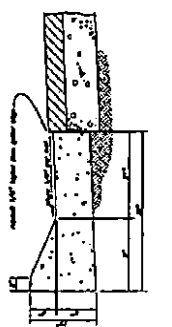
J **TYPICAL ADA RAMP DETAIL**
N.T.S.



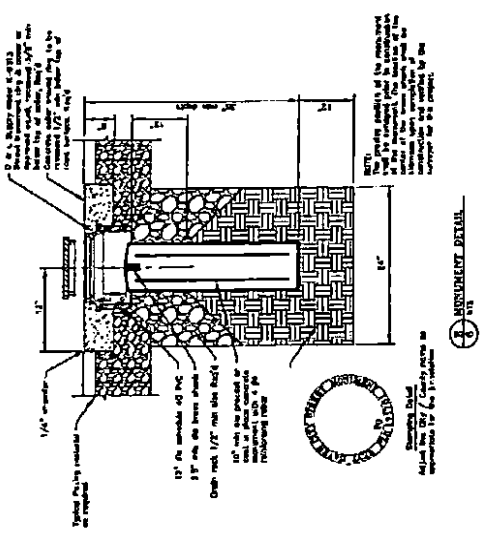
K **TYPICAL SECTION - 30\"/>**



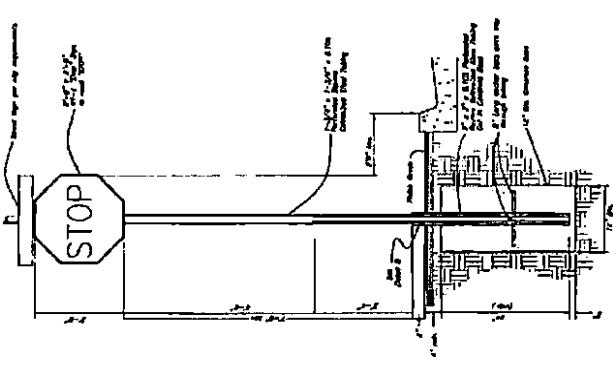
L **HANDICAP SYMBOL**
N.T.S.



M **TYPICAL 30\"/>**



N **MONUMENT DETAIL**
N.T.S.



O **STOP SIGN**
N.T.S.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE SIDEWALK	100	SQ. FT.
2	METAL CURB WITH DRAINAGE GRATE	100	LINEAL FT.
3	CONCRETE CURB WITH DRAINAGE GRATE	100	LINEAL FT.
4	CORNER PEDESTRIAN RAMP	100	SQ. FT.
5	PEDESTRIAN RAMP SECTION	100	SQ. FT.
6	TYPICAL ADA RAMP DETAIL	100	SQ. FT.
7	TYPICAL SECTION - 30\"/>		

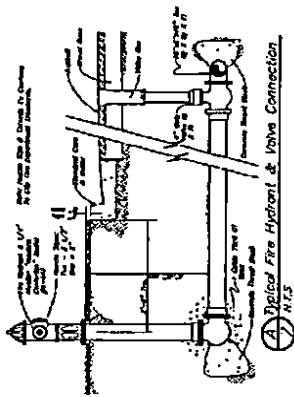
WALL ENGINEERING, INC.
 55 SOUTH MAIN, NO. 1
 (813) 664-1100 CELL
 walleng@earthlink.net

Parsons Construction, Inc.
 2100 West 190th Street
 West Haven, CT 06497

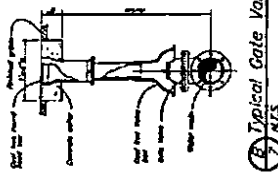
Standard Symbols, Inc.
 2075247288 - Parr Construction, Inc.

8 of 3

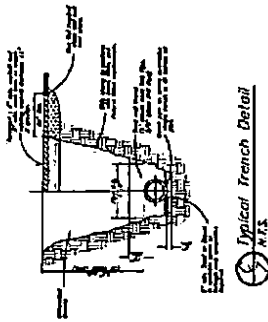
Checked Detail
 APPROVED BY: [Signature]
 DATE: 07/11/07



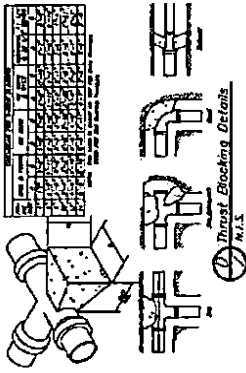
① Typical Fire Hydrant & Valve Connection
N.E.S.



② Typical Gate Valve
N.E.S.



③ Typical Trench Detail
N.E.S.



④ Thrust Blocking Details
N.E.S.

WALL ENGINEERING, INC.
 70 POLY ST
 FILLMORE, CA 94301
 (415) 942-7000
 walleng@earthlink.net

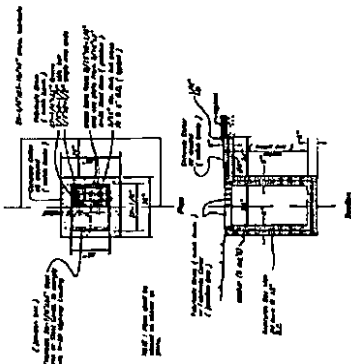
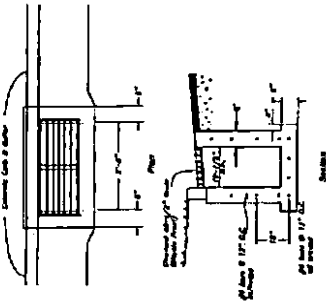
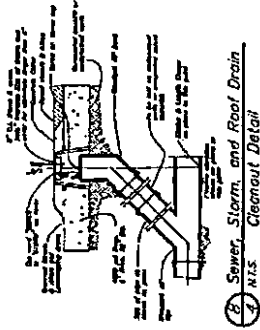
APPROXIMATE: Part Characteristics, Etc.

Sheet No. 3174807-26
 Project No. 3174807-26
 Date: 11/11/07

Scale: As Shown

Sheet No. 3174807-26
 Project No. 3174807-26
 Date: 11/11/07

For the full and complete project description, refer to the project description sheet.



5 Typical Inlet Box
N.T.S. 1/2\"/>

3 Catch Basin/Junction Box
N.T.S. 1/2\"/>

WALL ENGINEERING, INC.
 35 SOUTH MAIN, NO. 3
 FILLMORE, N.J. 08841
 (609) 426-1300 CELL
 FAX: (609) 426-1300

Professional Seals, Inc.
 1000 N. 10th St.
 Allentown, PA 18103
 (610) 771-4877

PROJECT: **PLATE CONSTRUCTION, ZON.** SHEET: **10 of 3**

DATE: **05/11/07** DRAWN BY: **SKM** CHECKED BY: **SKM**

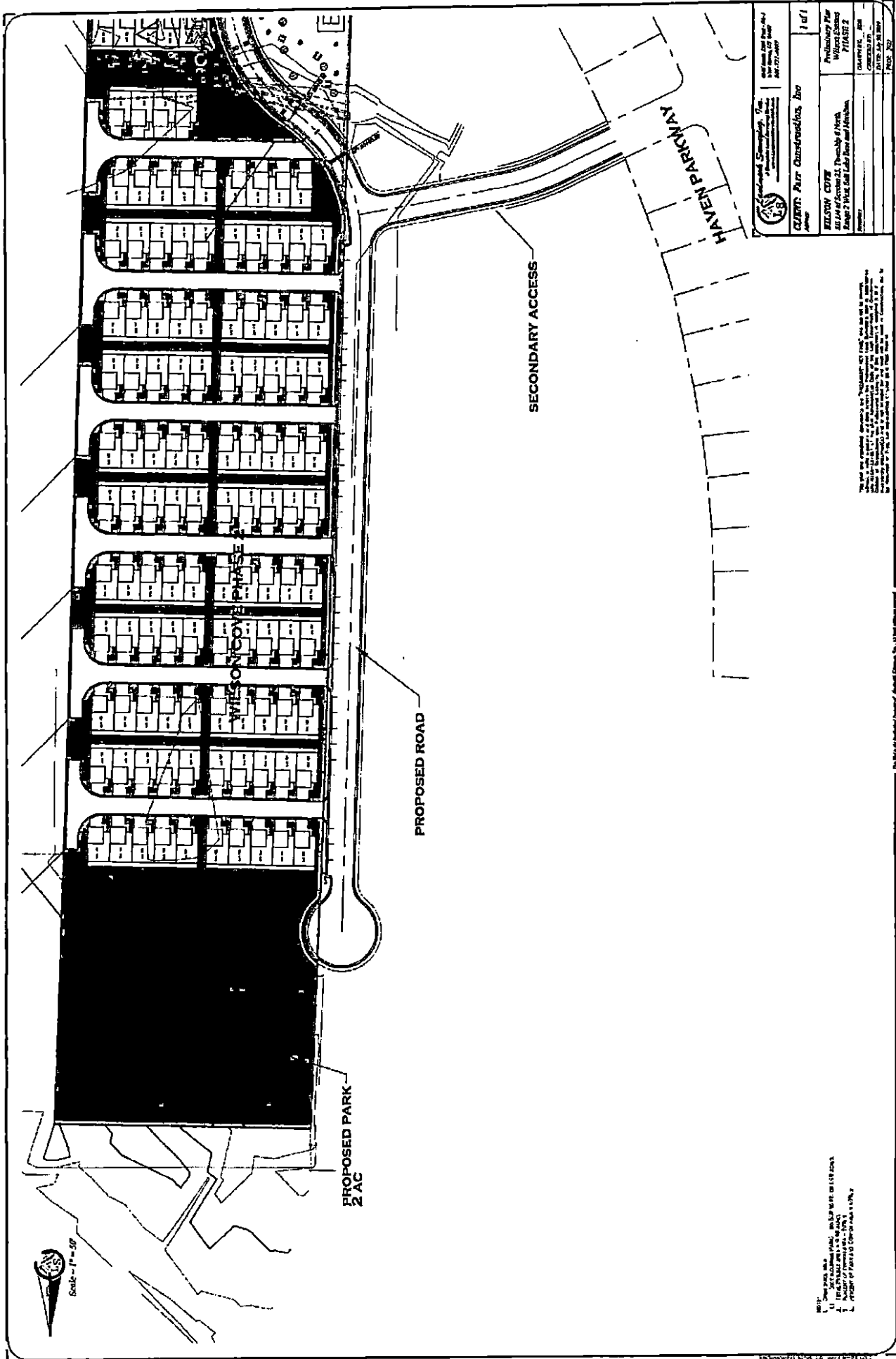
SCALE: **AS SHOWN** PROJECT NO.: **07-0000000000**

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	05/11/07
2	ISSUED FOR CONSTRUCTION	05/11/07

EXHIBIT "B"

Phase 2



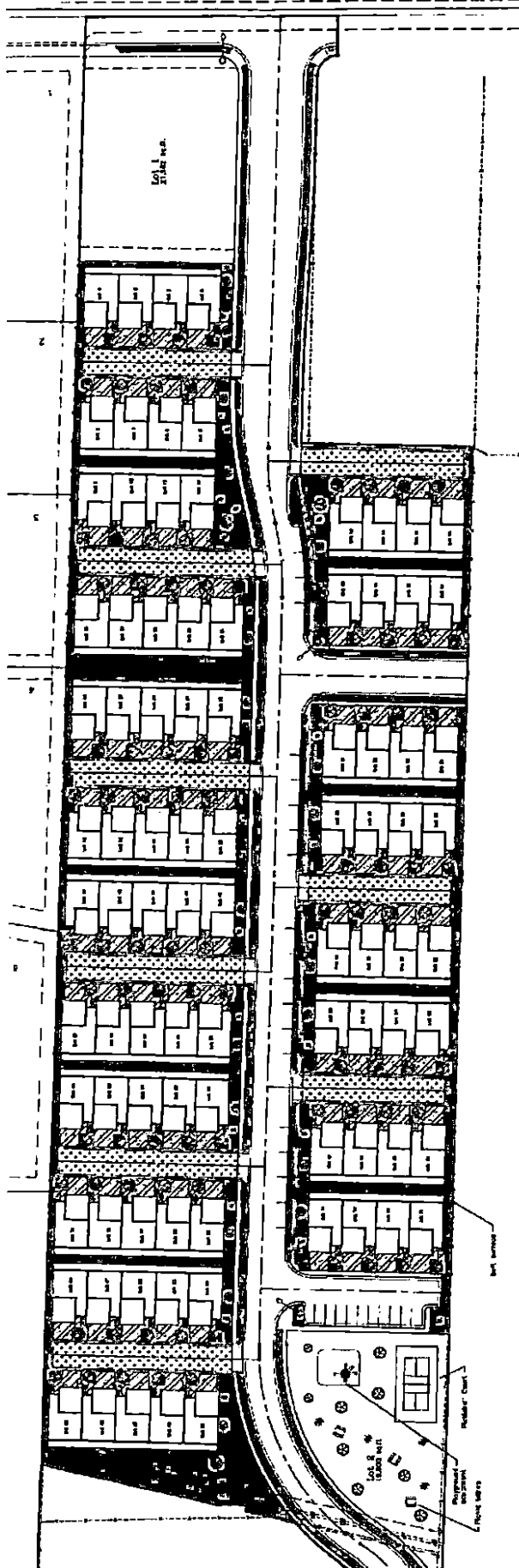
CLIENT: Fair Construction, Inc. 10177-10177	1 of 1
DESIGN: Robert J. Smith 10177-10177	PRELIMINARY PLAN PROJECT NO. 10177-10177
DATE: 10/15/2009	SHEET NO. 29 OF 41

NOT TO SCALE
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DELAYS. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY OTHER MATTERS NOT SPECIFICALLY MENTIONED IN THIS PLAN.

NOT TO SCALE
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DELAYS. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY OTHER MATTERS NOT SPECIFICALLY MENTIONED IN THIS PLAN.

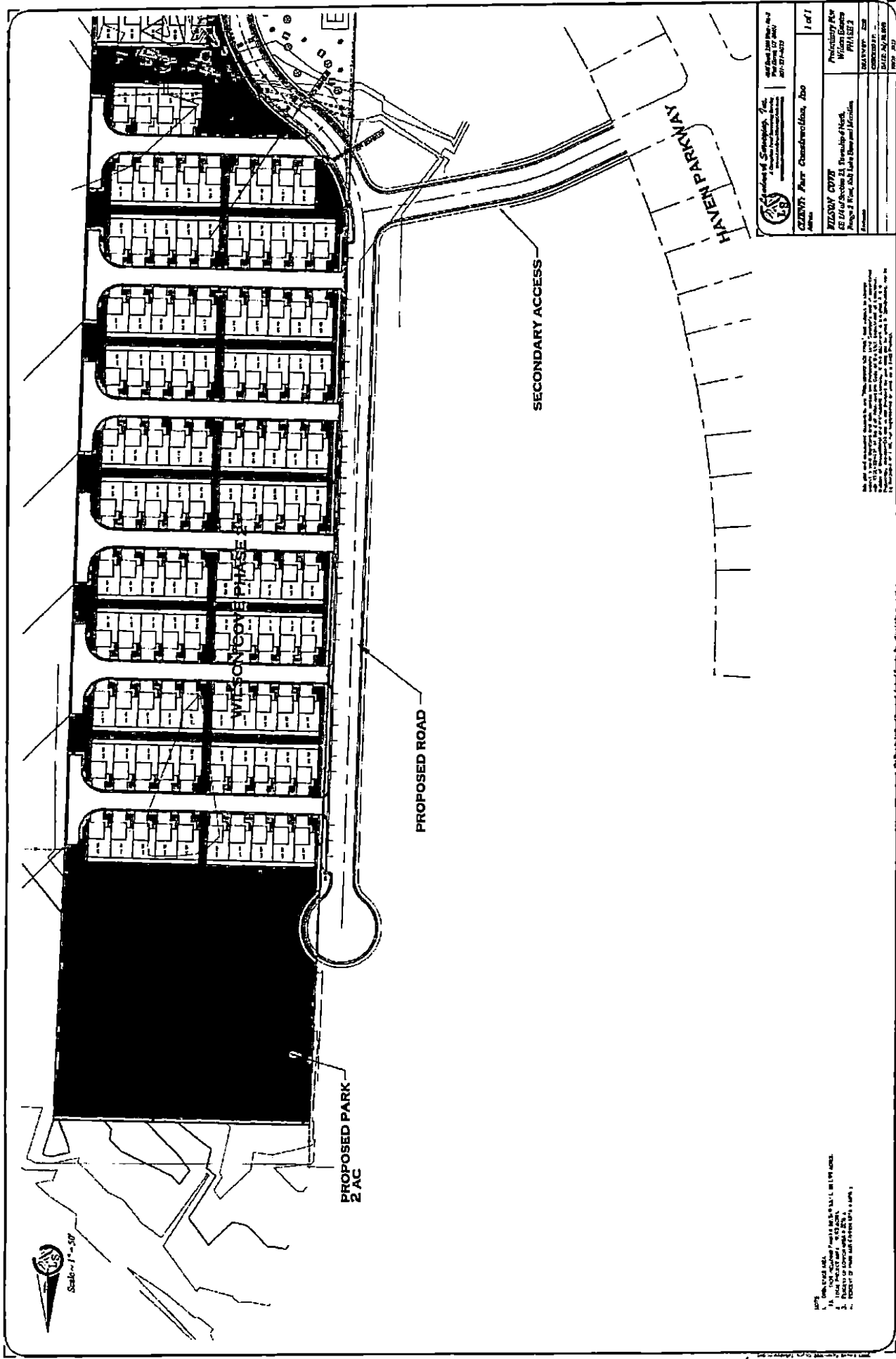
EXHIBIT "C"

Landscaping plan



- NOTES:
1. SEE SHEET 3174807 FOR PLAN 1.
 2. SEE SHEET 3174807 FOR PLAN 2.
 3. SEE SHEET 3174807 FOR PLAN 3.
 4. SEE SHEET 3174807 FOR PLAN 4.
 5. SEE SHEET 3174807 FOR PLAN 5.

		1 of 1
CLIENT: Park Construction, Inc. 10000 Park Road, Detroit, MI 48202		PLAN: 1 LAYOUT: 1
PROJECT: 10000 Park Road, Detroit, MI 48202		DATE: 12/31/2010
DRAWN BY: [Name]		CHECKED BY: [Name]
SCALE: 1" = 40'		SHEET: 31 OF 41



- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.

		1 of 1 PRELIMINARY PLAN WILSON TERRACE PROJECT # 2008-001 DATE: 08/08/08	
CLIENT: Park Communities, Inc. ADDRESS: 10000 Park Communities, Inc. 10000 Park Communities, Inc. 10000 Park Communities, Inc.		PROJECT: Wilson Terrace ADDRESS: 10000 Park Communities, Inc. 10000 Park Communities, Inc. 10000 Park Communities, Inc.	

THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT. THE ENGINEER AND ARCHITECT ASSUME NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

EXHIBIT "D"

Playground Equipment

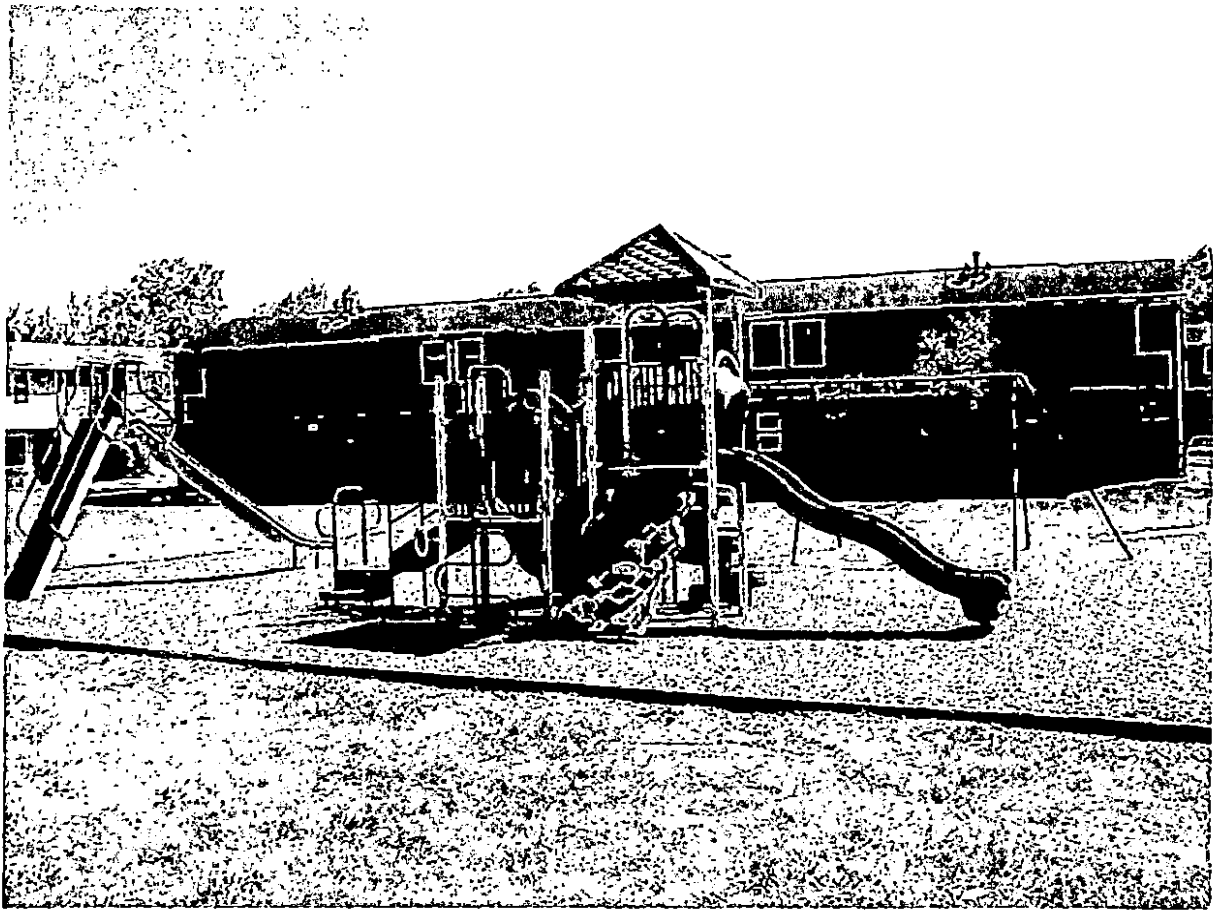
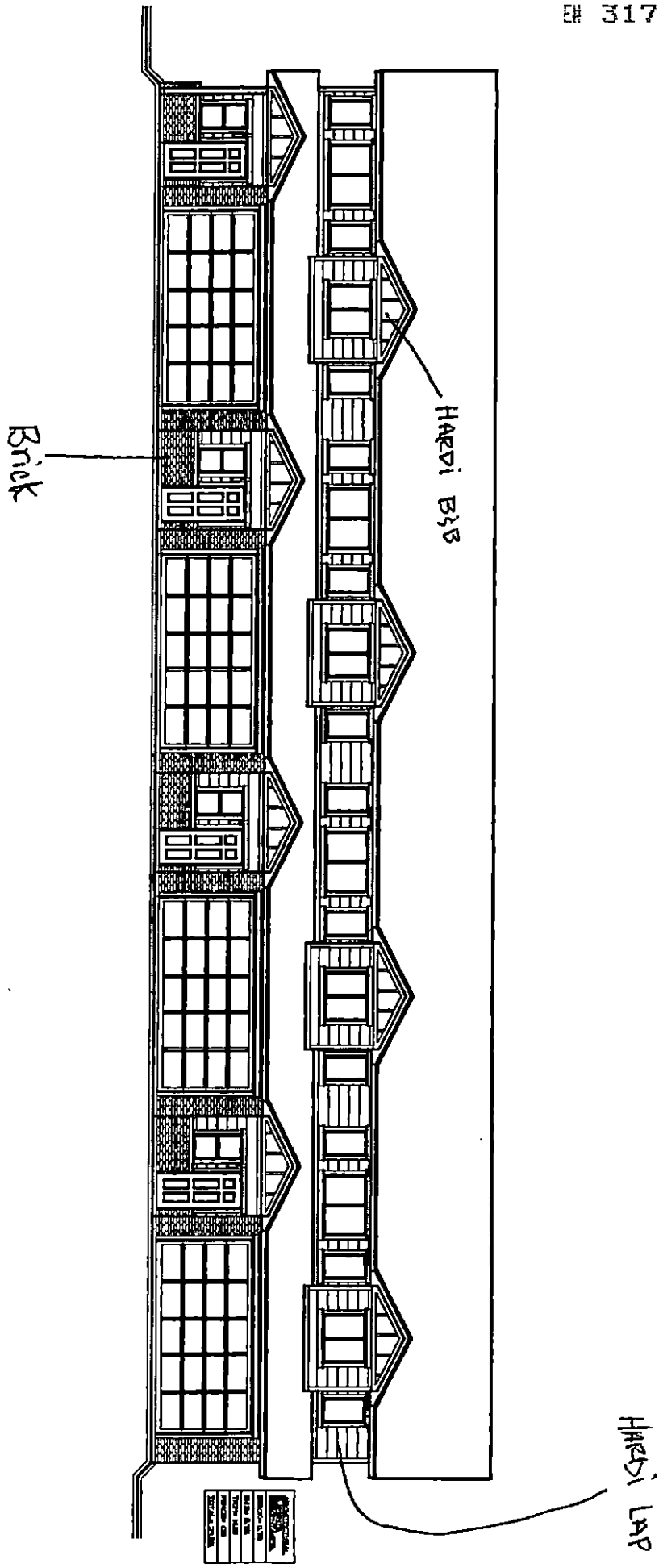
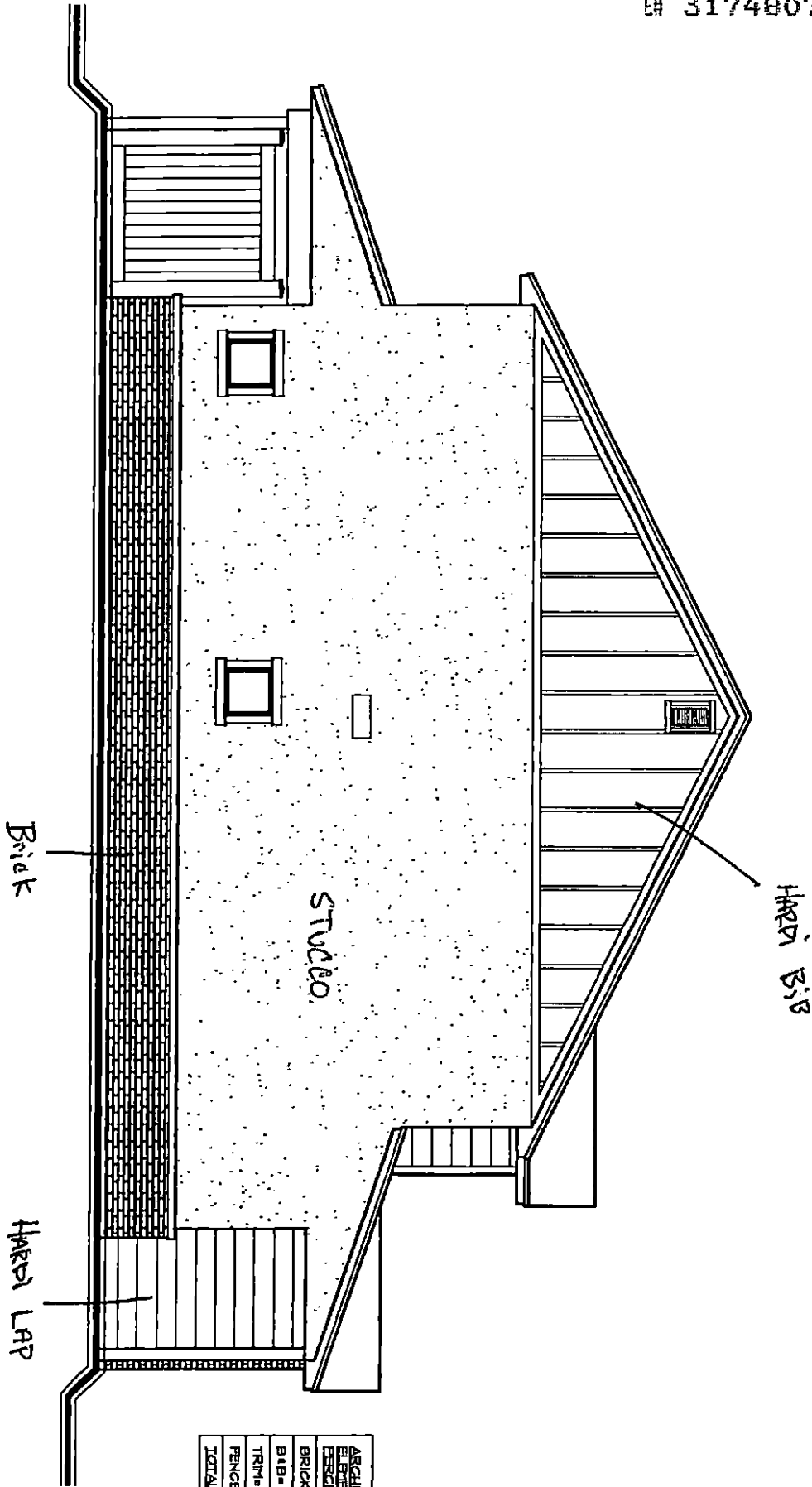


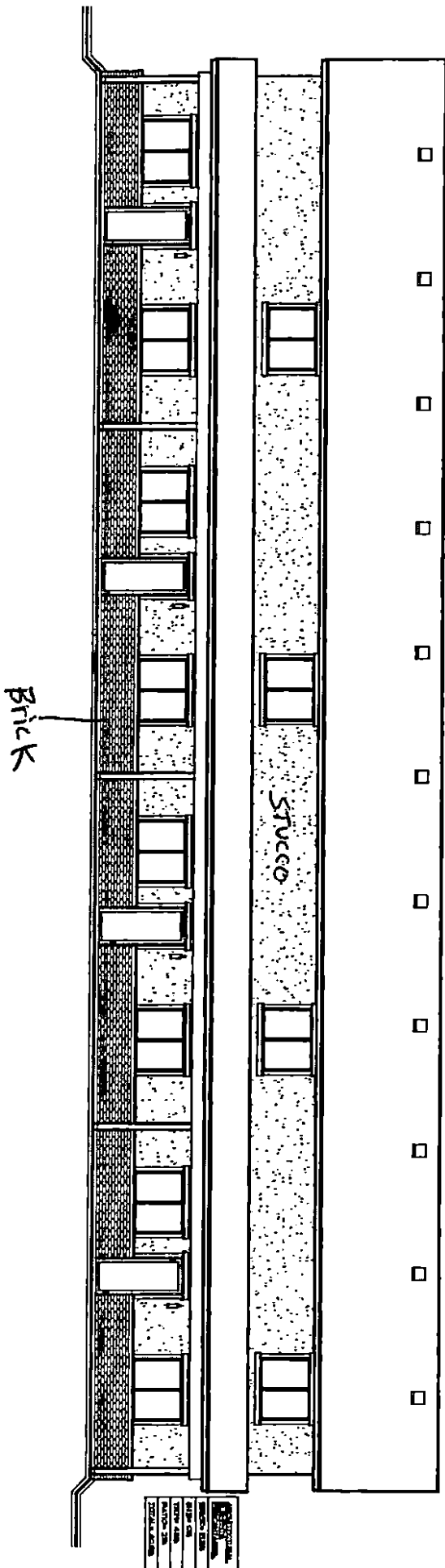
EXHIBIT "E"

Building Details

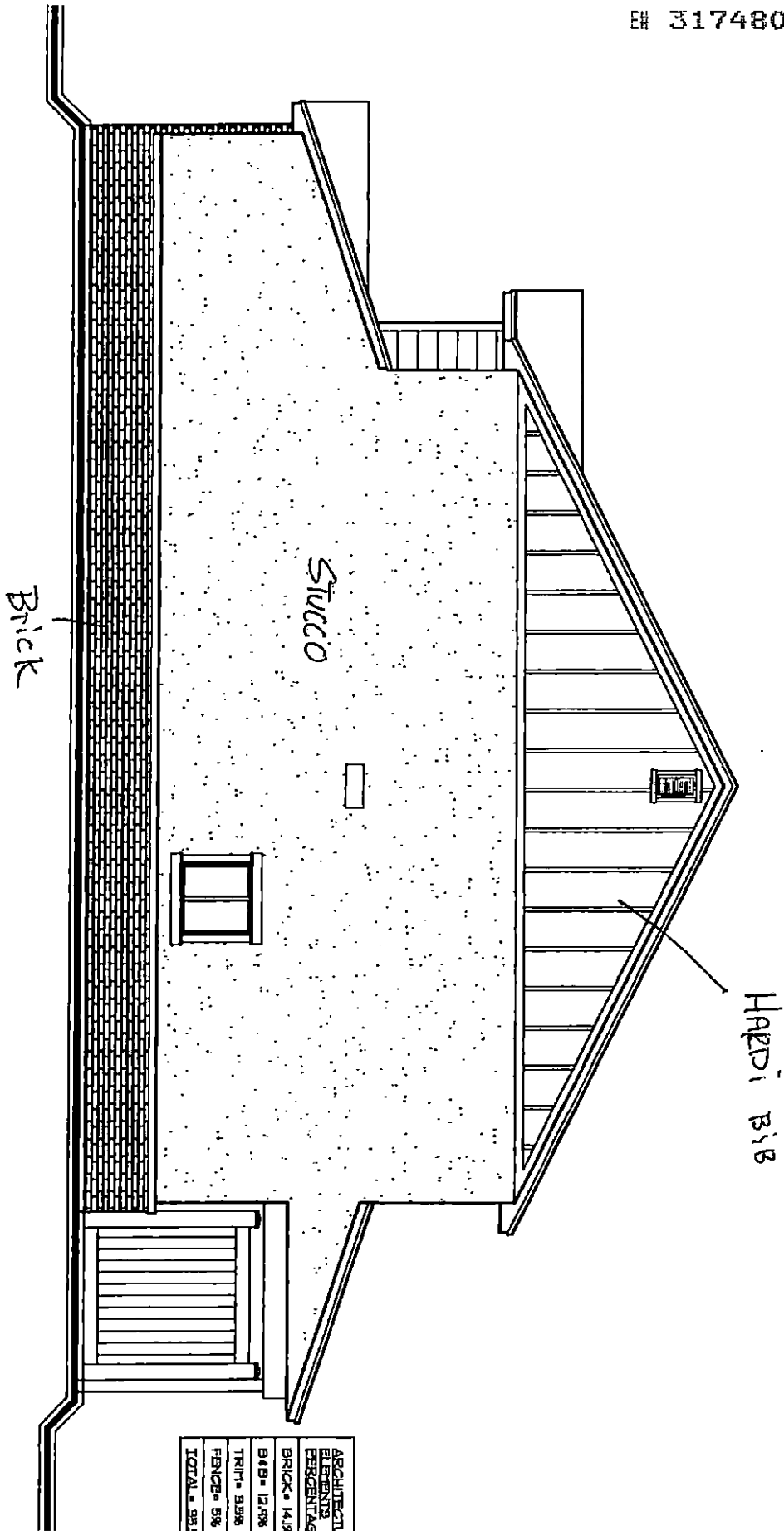




ARCHITECTURAL
ELEMENTS
PERCENTAGES
BRICK = 12.4%
B&B = 12.4%
TRIM = 3.3%
FENCE = 5%
TOTAL = 33.0%



1/2" = 1'-0"
 SEE PLAN FOR
 WINDOW SIZES
 SEE SECTION FOR
 WINDOW SIZES
 SEE SECTION FOR
 WINDOW SIZES



ARCHITECTURAL
ELEMENTS
FINISHES
BRICK - 14.18
STUCCO - 12.48
TRIM - 3.58
FENCE - 5.96
TOTAL - 36.20

