

After recording, please send to:
Syracuse City
Attn: City Recorder
1979 W. 1900 S.
Syracuse, Utah 84075

RETURNED
JUL 12 2022

E 3487239 B 8048 P 561-583
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/12/2022 11:50 AM
FEE \$0.00 Pgs: 23
DEP RTT REC'D FOR SYRACUSE CITY

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE SYRACUSE HOTEL & MONTEREY WEST PROJECT
(SYRACUSE CITY, DAVIS COUNTY, UTAH)**

This Amended and Restated Development Agreement (this "Agreement") is made and entered into as of this 30TH day of MAY, 2022, by and between **WDG 25-8 Monterey West, LLC**, a Utah limited liability company (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer is developing approximately 9.144 acres of property located at approximately 1550 West 300 South in Syracuse, Davis County, Utah, and approximately 2.5 acres of property located at approximately 2000 West State Road 193 in Syracuse, Davis County, Utah as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The Owner of the property is WDG 25-8 Monterey West, LLC and WDG Syracuse, LLC (collectively, the "Owners").

B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is currently zoned A-1 (Agricultural) but Developer and Owner have sought rezoning to a MXD (Mixed Use Development) and GC (General Commercial).

C. The purpose of the MXD Zone under the City Code is "provide traditional neighborhoods where residents can work, play, shop and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses." The Developer intends to develop the Property into the Syracuse Hotel and Monterey West Project (the "Project"), which shall include both MXD and GC zoning designations.

D. Under Syracuse Municipal Code § 10.92.040(C)(4), the MXD permits the development of off-site commercial projects to develop the required commercial square feet in the zone. If the Council approves the zoning request and authorizes execution of this Agreement, it confirms that the commercial intended to be built in the proposed GC zone qualifies as off-site commercial described in subsection 10.92.040(C)(4).

E. Developer and City acknowledge that development in the MXD Zone requires a development plan and a development agreement specific to each area zoned as MXD.

F. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the Syracuse City Code (the "City Code"),

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and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

G. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and GC Zone, except as specified herein and will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

H. The City and Developer intend for this Agreement to provide Developer with vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date.** This Agreement is effective on the date the City Council approves the execution of this Agreement (the "Effective Date").

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review. Site Plan applications shall be consistent with the themes and plan established by this Agreement, unless the City Council first approves such deviations through amendment of the Agreement.

4. **Contract Dependent upon Zoning Approval.** The Parties agree that the terms of this Agreement are only applicable if the City Council approves the pending zoning application. The approval of this Agreement may only occur in conjunction with an approval of that application. The approval of this Agreement shall be an administrative action.

5. **Future Land Use Applications.** This Agreement does not authorize or promise any approvals, zoning or otherwise for future applications. The application shall undergo the land

development process and shall only be approved if all applicable requirements are met, except as modified by this agreement. Modifications to applicable zoning requirements to this Development, as applicable, are made pursuant to the provisions of Utah Code Ann. § 10-9a-532(2)(a)(iii), following the same procedures for land use regulation adoption in the City, including planning commission review and a public hearing.

6. **Zoning and Permitted Uses.** If zoning approval is provided by the City Council, then Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as **Exhibit B** (the "**Development Plan**") and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a mixed-use development with no more than 201 residential units, along with a commercial hotel building. The hotel shall feature at least 30,000 square feet of hotel space. Hotel rooms must be accessed from enclosed, interior corridors in the building and may not be accessed directly from the parking lot. Amenities included on the floor plan in the Development Plan shall be required for Site Plan approval, including indoor pool, hot tub, exercise room, breakfast eating area/lounge, and reception lobby.

6.1. **Density.** Unless permitted by the Council upon the Developer's application, as provided in section 8.3 herein, the maximum residential density permitted for this project is 17.28 units per acre, which is no greater than 201 total residential units for the Development. 11 units shall be single family detached units, 0 units shall be attached townhomes, and 190 units shall be multi-tenant apartments.

6.2. **Common Space.** The Project is anticipated to contain 35% landscaped area, but in no case shall the landscaped area below the ratio required in Syracuse Municipal Code § 10.92.040(D)(3). Landscaped area shall include pickleball courts, dog park, swimming pool, barbeque, tot lot, spa (hot tub), clubhouse and other landscaped spaces (the "Common Space"). The Common Space is shown on the Development Plan (Exhibit B). The Common Space will be owned and maintained by the property owner or a homeowner's association (the "HOA"). It will also include the on-site stormwater detention basin required by state and local ordinances. The Common Space and amenities are to be used for calculation in this Project only and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

6.3. **Layout; Circulation and Connectivity.** The layout of the Project as shown in the Development Plan (**Exhibit B**) is hereby approved by the City. Notwithstanding section 10.92.040(F)(8) of the Syracuse City Municipal Code, the City agrees to the placement of entirely residential buildings, as shown on the Development Plan. All internal roads within the Project will be privately owned and maintained, which shall be constructed in accordance with applicable City Codes and regulations. 450 S will be dedicated as a 60' public right of way, constructed by Developer to City standards.

6.3.1. **Parking.** The Development Plan (Exhibit B) includes designated parking stalls. The City finds that the parking is acceptable for the project, so long as there is a recorded shared parking agreement between a neighboring property

and multi-family residential buildings. If the Developer is unable to secure a shared parking agreement, the Developer may either: (i) make accommodations to provide an additional 22 parking stalls on-site, provided that in no case shall the additional parking reduce the landscaped area below the ratio required in Syracuse Municipal Code § 10.92.040(D)(3); or (ii) reduce the number of residential units to ensure a ratio of 2 parking stalls per residential unit is achieved.

6.4. **Building Height.** Multi-tenant Residential Buildings built within the Project may not exceed forty-five feet (45') in height. Single family detached and townhome buildings built within the Project may reach but may not exceed forty-five feet (45') in height. The Hotel Building within the Project may reach but may not exceed Fifty-Eight feet (58') in height. Height is measured from the grade of the building to the building's crown.

6.5. **Architecture.** All multi-tenant residential buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. The themes and elevations are crucial components of this Agreement and formed a key basis for the Project's approval and the zone change. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements. Unless expressly stated, this Agreement does not override City code requirements related to architecture.

6.5.1. **Architecture of Single Family Detached Homes.** Developer has provided single family detached home elevations, attached as **Exhibit D**, which are incorporated into this Agreement by reference. Notwithstanding contrary provisions in Section 10.92.040(F)(2) and (11) of the Syracuse Municipal Code, the variation in roof styles and ridge lines provided in the elevations for the single family detached homes are acceptable and shall be deemed compliant with architectural standards for purposes of site plan review. The requirement for an entrance door on a chamfered angle in Section 10.92.040(F)(2)(f) is not required for single family homes located on corners.

6.5.2. **Architecture of the Hotel.** The architecture of the Hotel shall conform with the standards required in the General Commercial (GC) Zone and ARC standards, except the building height as provided in section 6.4. Nothing in this subsection shall excuse compliance with adopted building codes under the laws of Utah, in any respect.

6.6. **Proximity to Retail or Office Buildings.** Notwithstanding section 10.92.040(F)(8), the buildings in the development plan that are designated as entirely residential may be located further than 1,320 feet from existing retail or office buildings.

7. **Development Plan and Development Agreement.**

7.1. **Minimum Acres.** The Project is approximately 11.64 total gross acres.

7.2. **Landscaping.** Landscaping shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld or delayed.

7.3. **Wetlands.** The Project shall be developed in compliance with any wetlands delineation and mitigation plans approved by the US Army Corps of Engineers, if applicable. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the Homeowner's Association upon its establishment.

8. **Off-Site Commercial Building.** The development of the commercial building identified in the Development Plan shall be considered an off-site commercial project.

8.1. In accordance with section 10.92.040(C)(3), the commercial hotel component of the Development Plan may not be omitted and shall run with the land.

8.2. Timing. The Parties agree that the construction of the hotel is a major inducement to approving the zoning on this overall site. Therefore, the Parties agree to the following mechanism to ensure that it is actually constructed. The development plan contemplates eight multi-family housing buildings. Notwithstanding the timing requirements of section 10.92.040(C)(4), the development of the hotel may follow the majority of residential development. The certificate of occupancy for the eighth multi-family building may not be issued, and no occupancy may occur in that building, until the commencement of lawful construction of the hotel pursuant to an approved building permit. The last multi-family residential building to be developed shall be the Southwestern-most building, identified in the development plan as AP-6. The Developer and any successors or assigns waive any and all objections or claims against the City, whether found in common law, statute, rule, or the Constitutions of Utah or the United States, related to denial of that certificate of occupancy under the provisions of this section. The Parties understand that even a building that is suitable for occupancy under all ordinary measurements will still be ineligible for occupancy until the conditions of this subsection are met.

9. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development, with buildings and units that may be owned by one or more than one owner. Developer and any successors in interest shall be responsible to ensure that all Common Areas are maintained in a first-class manner. The City shall never be responsible for the maintenance of Common Areas in the Development.

9.1. **Future Subdivision.** Should the Developer or a successor in interest later wish to sell condominium units into separate ownership, then they shall be required to undergo the subdivision process and receive City approval for that subdivision. In

such a case, prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld or delayed. The use and restrictions of Common Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

10. **Onsite Improvements.**

- 10.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities for the property owners to the West are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements; the City's liability for such infrastructure ends at the connection to the main line.

11. **Culinary Water.**

- 11.1. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.
- 11.2. Two connections to the City's culinary system are required.

12. **Water Share Contribution.** In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, in accordance with Syracuse Municipal Code § 8.10.090. Credit will be given for portions of the Project that have previously conveyed water shares to the City, as per City code.

13. **Crime-Free Multi-Housing Program.** Developer and any successor in interest agrees to maintain a crime-free multi-housing program which provides for expeditious eviction of tenants who commit criminal activity in the Development. Developer also agrees to implement suggested Crime Prevention Through Environmental Design principles as suggested by the City, so long as the principles are consistent with City codes and may be implemented without undue expense. The City will cooperate with Developer in the operation of this program, including providing redacted

police reports regarding criminal behavior to the Developer which occur in the Development without cost. Developer will cooperate with the City police department and report its actions with respect to any tenant for which a police report was submitted to the Developer or a successor landlord.

- 13.1. If the City implements a Good Landlord Program pursuant to Utah state law, then this Section will be superseded by that implementation, and the landlord will have the option of participating in the City's good landlord program.

14. **Vested Rights.** To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the Effective Date of this Agreement. Notwithstanding this section, the site plan and development applications shall not be inconsistent with the themes and plan established by this Agreement, without prior City Council approval of those submissions, which decision shall not be unreasonably delayed, and if approved, shall serve as an amendment to this Agreement.

15. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement. The Project may not be assigned to multiple developers – only a single assignment of the entire Project shall be permissible.

16. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature between the Parties, and may only be modified by a subsequent writing duly executed by the Parties hereto.

17. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods describe above.

To Developer:

WDG 25-8 MONTEREY WEST, LLC
Attn: Spencer Wright
1178 West Legacy Crossing Blvd
Suite 100
Centerville, Utah 84014
Email: spencer@wrightdevelopment.com

With a Copy to:

WDG 25-8 MONTEREY WEST, LLC
Attn: Amy Dolce
1178 West Legacy Crossing Blvd
Suite 100
Centerville, Utah 84014
Email: amy@wrightdevelopment.com

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075
Email: proberts@syracuseut.com

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075
Email: bbovero@syracuseut.com

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

19. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

20. **General Terms and Conditions.**

20.1. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

20.2. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

20.3. **Default & Remedies.** If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the recovery of monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

20.4. **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the City or for any

amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

20.5. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zoning approval. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful and overturns the land use decision. In such a case, this Agreement is void at inception.

20.6. Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

20.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

20.8. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

20.9. Annual Inspections. The Developer and subsequent purchasers acknowledge that pursuant to section 104 of the International Fire Code, as amended, the residential and commercial structures are subject to annual fire inspections.

(Remainder of page is intentionally blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

WDG 25-8 MONTEREY WEST, LLC

By: [Signature]

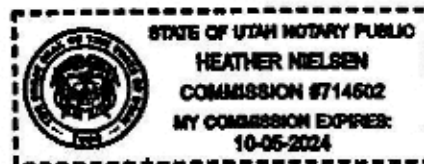
Its: MEMBER

Date: 05/23/2022

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

On this 23 day of May, 2021, personally appeared before me Heather Nielsen, the authorized Member, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

[Signature]
Notary Public



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SYRACUSE CITY



By David Maughan
David Maughan, Mayor

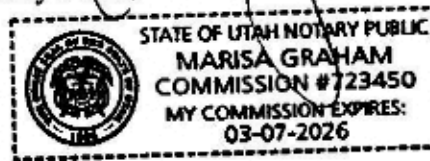
Attest:

CR
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 24 day of May, 2022, personally appeared before me Mayor David Maughan, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Marisa Graham
Notary Public



Approved as to Form:

Paul H. Roberts
Paul H. Roberts
City Attorney

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EXHIBIT A

Description of the Properties/Project

Parcel ID 12-025-0030:

A PART OF THE SW 1/4 OF SEC 3-T4N-R2W, SLB&M: BEG AT A PT S 89°56'57" E 441.57 FT & S 13°29' E 172.86 FT, M/L, TO THE NE COR OF NINIGRET NORTH II SUB & S 13°11'47" E (S 13°29' E) ALG SD SUB & 50 FT PERPLY DISTANT FR THE EXIST POWER LINES 827.44 FT TO THE SE COR OF SD SUB & N 89°57'12" W 1024.57 FT ALG SD S LINE FR THE CENTER OF SD SEC 3; SD PT BEING THE W'LY LINE OF MONTEREY ESTATES PHASE 7; TH ALG SD SUB THE FOLLOWING TWO (2) COURSES: SW'LY ALG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 392.00 FT & A LC OF 74.71 FT, BEARING S 23°41'53" W 74.82 FT & S 29°09'58" W 156.02 FT TO THE NW'LY LINE OF MONTEREY ESTATES PHASE 6; TH S 29°09'58" W 101.90 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 433.00 FT & A LC THAT BEARS S 24°51'43" W 65.00 FT; TH SW'LY 65.06 FT ALG SD CURVE; TH S 69°26'33" E 3.00 FT TO THE BEG OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FT & A LC THAT BEARS S 10°18'15" W 153.08 FT; TH S'LY 153.90 FT; TH S 0°03'04" W 11.18 FT; TH N 89°56'56" W 93.99 FT; TH N 89°56'33" W 167.06 FT; TH N 0°08'15" E 991.06 FT TO THE S'LY LINE OF NINIGRET NORTH III; TH S 89°56'39" E 462.26 FT TO A 25.00 FT RADIUS CURVE TO THE RIGHT THE CENTER OF WH BEARS S 89°50'54" E; TH SE'LY 39.31 FT ALG THE ARC OF SD CURVE THROUGH A CENTRAL ANGLE OF 90°05'45" & A LC OF S 44°53'46" E 35.38 FT TO THE W'LY LINE OF 1550 WEST; TH S 0°09'06" E 327.39 FT TO A PT OF CURVATURE; TH SW'LY ALG THE ARC OF A 392.00 FT RADIUS CURVE TO THE RIGHT A DIST OF 123.65 FT (LC BEARS S 9°11'19" W 123.14 FT) TO THE POB. CONT. 9.144 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

TOTAL ACREAGE 9.144 ACRES

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

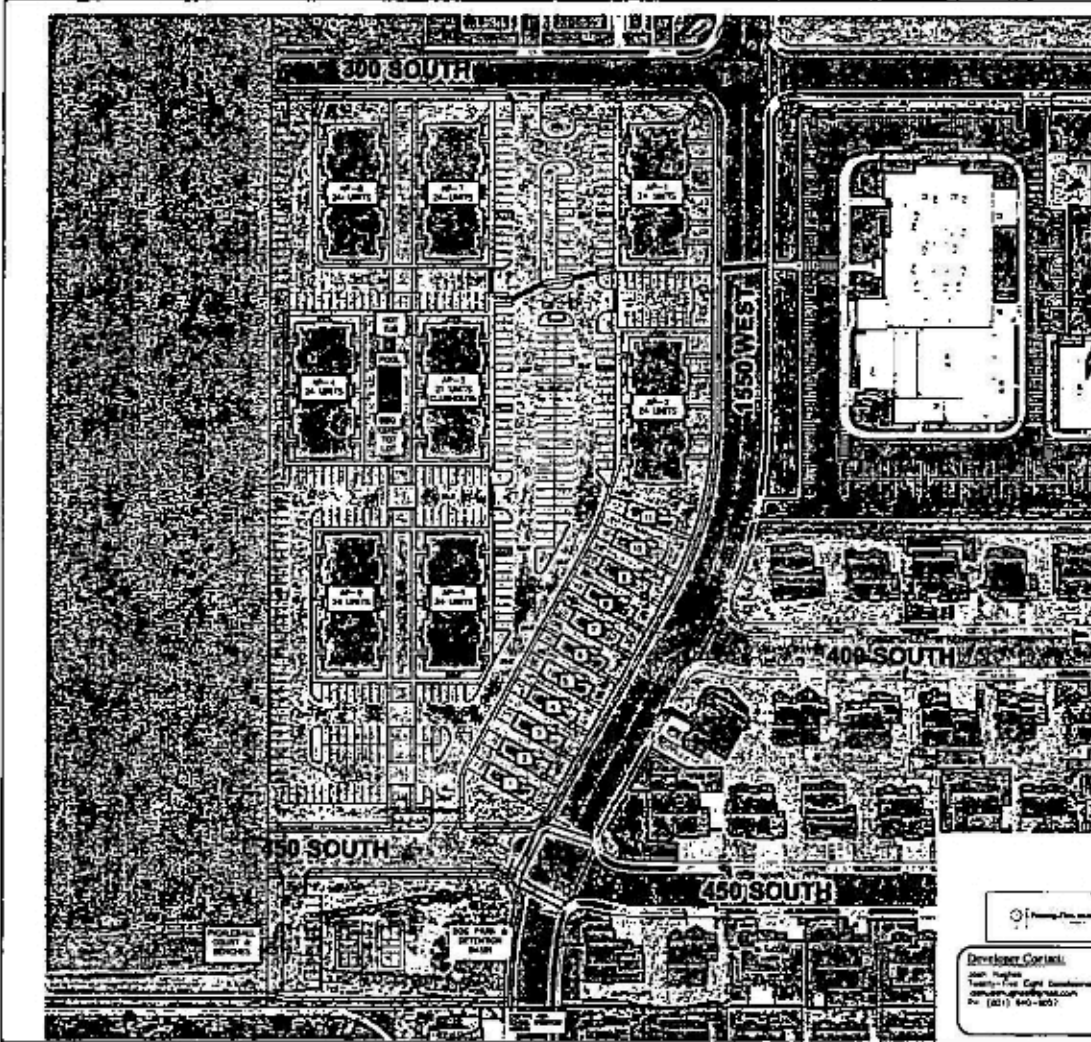
BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2000 WEST STREET, SAID POINT BEING NORTH 00°29'24" EAST ALONG THE SECTION LINE 171.40 FEET AND NORTH 90°00'00" WEST 41.24 FEET FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°29'49" WEST 411.24 FEET; THENCE NORTH 00°30'02" EAST 294.58 FEET; THENCE NORTH 90°00'00" EAST 408.30 FEET; THENCE SOUTH 00°04'23" EAST 272.87 FEET; THENCE SOUTH 89°29'50" EAST 304.98 FEET; THENCE SOUTH 89°29'50" EAST 304.98 FEET; THENCE SOUTH 02°09'45" EAST 25.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 129,177 SQ/FT OR 2.966 ACRES

EXHIBIT B

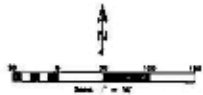
Development Plan

SEE FOLLOWING TWO PAGES



Site Information

TOTAL SITE AREA:	497,028 SQ. FT. (9.2 ACRES)
BASED ON:	PLANS OF 17 00
PER COUNTY RECORDS:	PLANS OF 18 00
UNUSUAL DATA:	PLANS OF 20 00
ADJACENT LOTS:	TO - 1 (SEE PLAN)
	TO - 2 (SEE PLAN)
	TO - 3 (SEE PLAN)
	TO - 4 (SEE PLAN)
	TO - 5 (SEE PLAN)
	TO - 6 (SEE PLAN)
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HUNT ENGINEERING, LLC
 1111 W. MAIN ST., SUITE 100
 SYRACUSE, UT 84080
 C. 801.484.1789

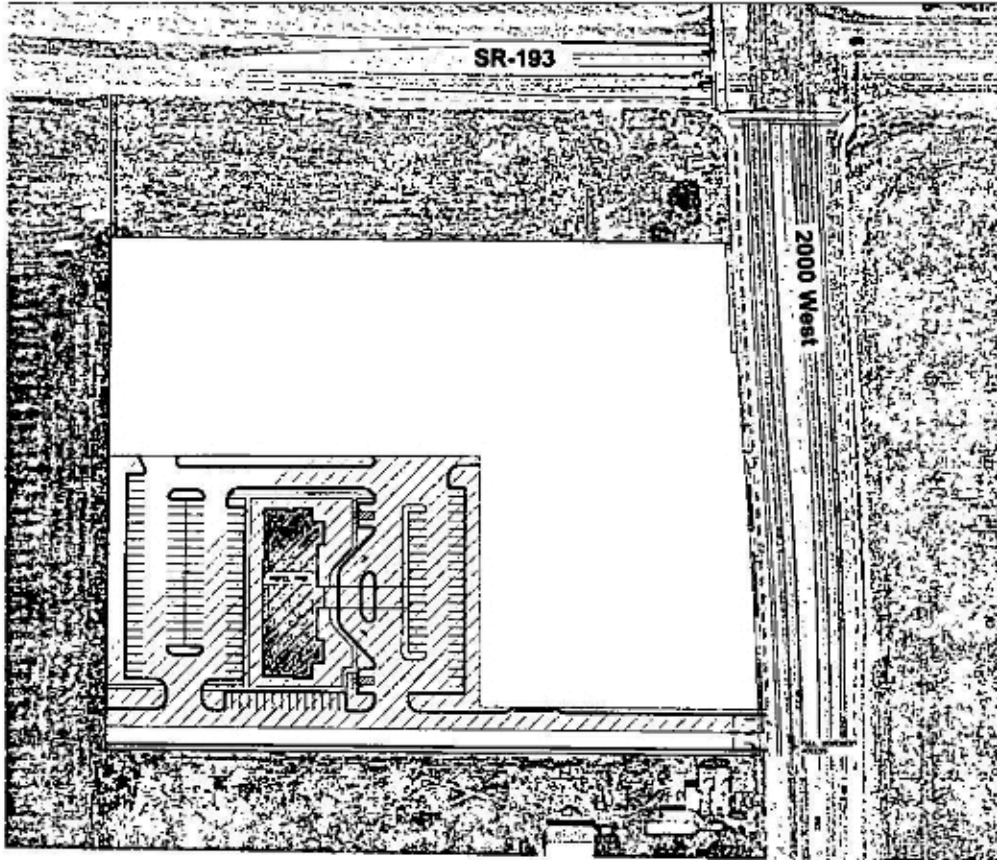
Montarry West
 300 S 1550 W
 Syracuse, UT

Overall Site Plan

DATE:	10/1/2010
SCALE:	AS SHOWN
DRAWN BY:	J. HUNT
CHECKED BY:	J. HUNT
PROJECT NO.:	1000000000
SHEET:	3
SHEETS	

Developer Contact:
 John Hughes
 1550 West Capital Development, LLC
 john.hughes@1550.com
 PO BOX 1000
 PO (801) 840-1000

Notice To Contractors:
 THE SITE PLAN AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SUBSCRIBER OR OTHER PARTY. CONSULT THE UTILITY COMPANIES FOR APPROVED AND CORRECT INFORMATION AT THE FIELD OF THE CONTRACTOR. BE AWARE THAT ANY INFORMATION PROVIDED FOR THIS PROJECT IS FOR CONSTRUCTION PURPOSES ONLY. PLEASE CONSULT THE UTILITY COMPANIES FOR APPROVED AND CORRECT INFORMATION. A REQUEST TO CORRECT THE UTILITY COMPANIES AND THE INFORMATION REQUIRED TO PROTECT THE UTILITY FROM ANY DAMAGE TO THE UTILITY IS THE CONTRACTOR'S RESPONSIBILITY.



HOTEL PAD REZONE AREA: 2.97 ACRES



Developer Contact:
 Service Right
 West Development Group
 7175 W. Capony Parkway, Suite 100
 Centerville, OH 45014
 Tel: (513) 773-1139



Syracuse Property
 2000 W SR 193
 Syracuse, UT

Rezoning Exhibit



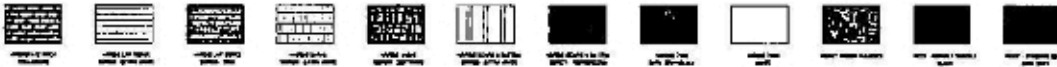
SHEET	1
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EXHIBIT C

Multi-Tenant Architectural Theme and Elevations

SEE Following Four PAGES





Notes:
 1. All materials are to be installed in accordance with manufacturer's instructions.
 2. All materials are to be installed in accordance with local building codes.
 3. All materials are to be installed in accordance with the manufacturer's instructions.
 4. All materials are to be installed in accordance with the manufacturer's instructions.
 5. All materials are to be installed in accordance with the manufacturer's instructions.



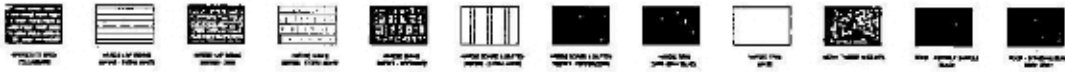


EXHIBIT D

Single Family Residential Theme and Elevations

SEE Following Two PAGES

