DEVELOPMENT AGREEMENT FOR Buckley Draw



ENT 49201:2024 PG 1 of 30 ANDREA ALLEN UTAH COUNTY RECORDER 2024 Jul 23 04:46 PM FEE 40.00 BY TH RECORDED FOR PROVO CITY

(1630 S Nevada Avenue)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the day of July 2024 (the "Effective Date"), by and between the CITY OF PROVO, a Utah municipal corporation, hereinafter referred to as "City," and RD Development Holdings, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

- A. Developer is the owner of approximately 30 acres of land located within the City of Provo as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").
- B. On June 18th, 2024, the City Council approved Ordinance 2024-35, vesting zoning (the "Vesting Ordinance"), based on the Concept Plan set forth on EXHIBIT B ("Concept Plan"), attached hereto and incorporated herein by reference, which will govern the density, development and use of the Property (said density, development, and use constituting the "Project").
- C. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.
- D. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting Ordinance be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Utah County Recorder.
- E. The City Council further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.
- F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.
- G. This Agreement is consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

- H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- I. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.
 - J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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 City and the Developer hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.
- 2. Zoning. The Property shall be developed in accordance with (i) the requirements of the R1.8(PD)(CH) Zone, (ii) all other features as generally shown on the Concept Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the Concept Plan as permitted by the aforementioned zoning designations for the Property.
- 3. Governing Standards. The Concept Plan, the Vesting Ordinance and this Agreement establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Concept Plan, the Vesting Ordinance and this Agreement. All Developer submittals must comply generally with the Concept Plan, the Vesting Ordinance and this Agreement. Non-material variations to the Concept Plan, as defined and approved by the City's Community Development Director, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.
- 4. <u>Additional Specific Developer Obligations</u>. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:
 - a. Agrees that Developer will, as part of the project, establish a Homeowners' Association (HOA) covering the Project area and will record Covenants, Conditions, and Restrictions (CC&Rs) for the HOA prior to seeking any certificate of occupancy for the Project. Further, agrees that the City may refuse to issue certificates of occupancy if the terms of the CC&Rs do not meet the requirements of this Section 4;

- b. Acknowledges that Accessory Dwelling Units (ADUs) are not a permitted use in the Project area under current Provo City Code, and agrees that the CC&Rs, to the extent permitted by state law, will prohibit the owners of units within the Project from applying for or obtaining a special use permit for an ADU, as described in Provo City Code Section 14.30.040, as it may amended.
- c. Agrees that the materials will be as shown in the concept plan elevations and consist of LP siding on the majority of the building façade.
- d. Agrees that the amenities will be, and may only be, constructed as shown in the concept plan. Further, the amenities must be maintained by the HOA, except the Trailhead amenities. The Trailhead amenities are the restrooms, trailhead parking lot, and trail east of the parking lot to be constructed and maintained by City. Further, Developer agrees to stub utilities for trailhead restrooms.
- e. Agrees to dedicate to the City the open space east of most easterly road, which open space will be maintained by the City.
- f. Agrees to include in the CC&R's a requirement that all units may only be owner-occupied for the first year after the original purchase and after every subsequent change in ownership.
 - g. Agrees and guarantees cost sensitivity in base sales price of homes.
 - h. Agrees that the HOA must maintain front yard landscaping for all homes.
- i. Agrees to design and install lighting on site that serves to protect dark skies and to include in the CC&R's a requirement that the HOA and unit owners may not install or use lighting that does not reasonably fulfill this purpose.
- j. Agrees that fencing adjacent to Nevada Avenue and Slate Canyon Drive shall be semi-private fencing as shown in Exhibit C.
- 5. <u>Construction Standards and Requirements</u>. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.
 - 6. <u>Vested Rights and Reserved Legislative Powers.</u>
 - a. <u>Vested Rights</u>. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Concept Plan, as supplemented by the Vesting Ordinance and this Agreement (and all Exhibits), subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties

specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

- i. Examples of Exceptions to Vested Rights. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:
 - 1. <u>Developer Agreement</u>. Future laws that Developer agrees in writing to the application thereof to the Project;
 - 2. <u>Compliance with State and Federal Laws</u>. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - 3. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,
 - 4. <u>Taxes</u>. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 - 5. <u>Fees</u>. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
 - 6. <u>Impact Fees</u>. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- b. <u>Reserved Legislative Powers</u>. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding

the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

- 7. <u>Default</u>. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.
 - a. <u>Remedies</u>. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all of the following rights and remedies against the defaulting party:
 - 1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, but not including damages or attorney's fees.
 - 2. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or development activity pertaining to the defaulting party as described in this Agreement until such default has been cured.
 - 3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting party.

The rights and remedies set forth herein shall be cumulative.

8. <u>Notices</u>. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: RD Development Holdings, LLC

Attn: Dave Morton 9710 South 700 East Sandy, Utah 84070 Phone: (801) 971-7115

To the City: City of Provo

Attention: City Attorney

445 W Center

Provo, UT 84601 Phone: (801) 852-6140

9. General Term and Conditions.

- a. <u>Headings</u>. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- b. <u>Binding Effect</u>. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.
- c. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- d. <u>Third Party Rights</u>. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements
- e. <u>Further Documentation</u>. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.
- f. <u>Relationship of Parties</u>. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Utah County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

- h. <u>Performance</u>. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.
- i. <u>Applicable Law</u>. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- j. <u>Construction</u>. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- k. <u>Consents and Approvals</u>. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.
- l. <u>Approval and Authority to Execute</u>. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

- i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Utah County Recorder within ten (10) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer). The Term may be extended by mutual agreement of the Parties.
- ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.
- 10. <u>Assignability</u>. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the consent of the City as provided herein.

- a. <u>Notice</u>. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
- b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- c. <u>Grounds for Denying Assignment</u>. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- d. <u>Assignee Bound by this Agreement</u>. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- 11. <u>Sale or Conveyance</u>. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.
- 12. <u>No Waiver</u>. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
- 13. <u>Severability</u>. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.
- obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.
- 15. <u>Amendment</u>. This Agreement may be amended only in writing signed by the Parties hereto.

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 hereinabove written.

CITY:

	CITY OF PROVO
ATTEST: By:	By: Mayor Michelle Kaufusi DEVELOPER: Company By: Name: Dove Mortor Title: Mayor Michelle Kaufusi Avager
being by me duly sworn, did acknowledge that he/she e	onally appeared before me Michelle Kaufugivho executed the foregoing instrument in his/her official ipal corporation of the State of Utah.
STATE OF UTAH COUNTY OF UTAH COUNTY OF UTAH COUNTY OF UTAH	strument was signed on behalf of said limited
NOTARY PUBLIC ALITZA PETIT COMM. # 733379 MY COMMISSION EXPIREB SEPTEMBER 25, 2027 STATE OF LETTER STATE OF LETTER O	Notary Public

Exhibit A

Legal Description of the Property

22:048:0052

Legal Description: COM S 1093.81 FT & E 382.41 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 89 DEG 56' 59" E 342.16 FT; S 16 DEG 53' 59" E 98.17 FT; S 23 DEG 49' 59" E 417.78 FT; S 31 DEG 5' 59" E 607.49 FT; N 84 DEG 3' 34" W 570.02 FT; N 31 DEG 5' 59" W 455.25 FT; N 65 DEG 26' 55" W 276.61 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 24' 18" E 179.85 FT, RADIUS = 683 FT) ARC LENGTH = 180.37 FEET; N 34 DEG 52' 5" E 310.13 FT TO BEG.

AREA 12.268 AC.

22:048:0068

Legal Description: COM S 1526.61 FT & E 181.93 FT FR N 1/4 COR. SEC. 17, T7S, R3E, SLB&M.; S 65 DEG 26' 55" E 276.61 FT; S 31 DEG 5' 59" E 334.44 FT; S 59 DEG 19' 1" W 158.71 FT; S 15 DEG 6' 32" E 41.53 FT; N 59 DEG 18' 59" E 144.18 FT; N 30 DEG 40' 57" W 39.02 FT; N 59 DEG 19' 1" E 25.68 FT; S 31 DEG 5' 59" E 119.83 FT; S 84 DEG 3' 34" E 570.09 FT; S 31 DEG 5' 58" E 137.06 FT; S 77 DEG 41' 0" W 479.43 FT; S 71.33 FT; N 83 DEG 36' 38" E 225.88 FT; N 30 DEG 41' 0" W 97.9 FT; N 77 DEG 41' 0" E 300.85 FT; S 31 DEG 5' 59" E 275.08 FT; S 15 DEG 17' 59" E 207.9 FT; S 89 DEG 35' 1" W 130.02 FT; N 40.06 FT; W 173.06 FT; N 41 DEG 2' 7" W .02 FT; W 102 FT; N 89 DEG 59' 56" W 389.03 FT; S 12 DEG 7' 59" W 30.7 FT; E 17.09 FT; S 12 DEG 8' 0" W 15.15 FT; S 89 DEG 34' 59" W 14.25 FT; S 11 DEG 44' 7" W 67.85 FT; N 72 DEG 30' 16" W 86.37 FT; ALONG A CURVE TO R (CHORD BEARS: N 48 DEG 21' 44" W 222.49 FT, RADIUS = 272.04 FT); N 24 DEG 13' 13" W 155.25 FT; N 64 DEG 43' 10" E 234.31 FT; S 15 DEG 6' 28" E 30.48 FT; N 70 DEG 7' 20" E 75.98 FT; N 18 DEG 51' 47" W 38.4 FT; S 64 DEG 43' 10" W 308.84 FT; N 24 DEG 13' 13" W 530.63 FT; ALONG A CURVE TO L (CHORD BEARS: N 39 DEG S3' 48" W 163.74 FT, RADIUS = 303.06 FT); N 55 DEG 34' 24" W 4 FT; N 34 DEG 25' 35" E 62.72 FT; ALONG A CURVE TO L (CHORD BEARS: N 24 DEG 41' 55" E 230.82 FT, RADIUS = 683.84 FT) TO BEG.

AREA 17.210 AC.

22:048:0005

Legal Description: COM S 1931.77 FT & E 3246.08 FT FR NW COR SEC 17, T7S, R3E, SLM; S 59 DEG 19'W 144.18 FT; N 15 DEG 06'30"W 41.53 FT; N 59 DEG 19' E 133.03 FT; S 30 DEG 41'E 40 FT TO THE BEG.

AREA .13 AC.

22:048:0007

Legal Description: COM S 2335.597 FT & E 3479.59 FT FR NW COR SEC 17, T7S, R3E, SLM; N 69.243 FT; N 77 DEG 00'41"E 178.569 FT; S 30 DEG 41'E 98.012 FT; S 83 DEG 36'38"W 225.417 FT TO BEG.

AREA .37 ACRE.

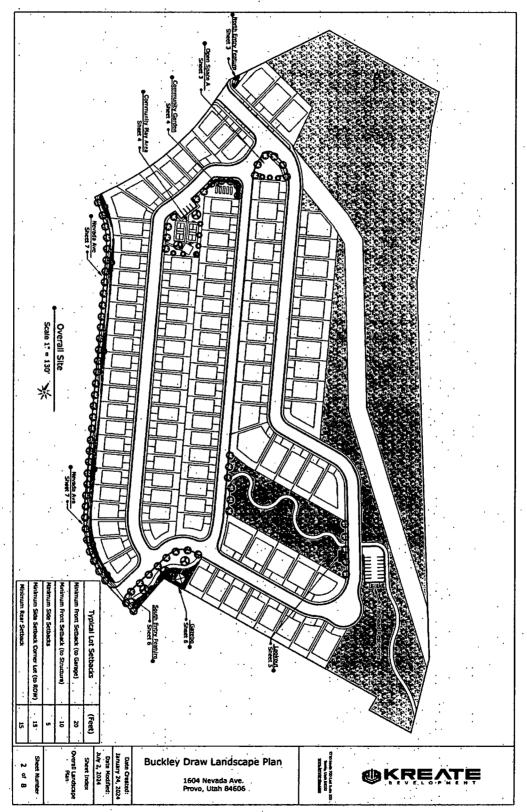
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Legal Description: COM S 2224.768 FT & E 3296.921 FT FR NW COR 17, T7S, R3E, SLM; S 18 DEG 51'50"E 37.924 FT; S 70 DEG 07'19"W 75.976 FT; N 15 DEG 06'30"W 31.5 FT; N 64 DEG 43'10"E 74.336 FT TO BEG.

AREA .06 ACRE.

Exhibit B

Concept Plans



BASIN

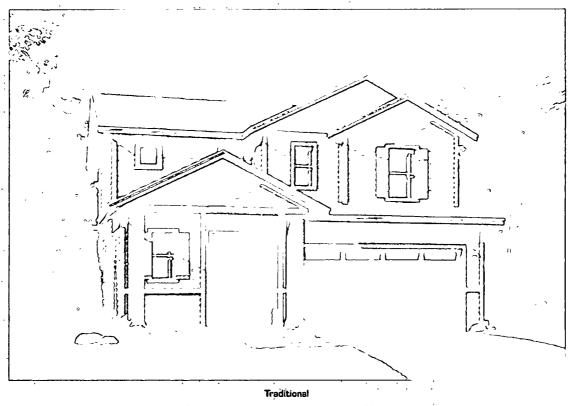
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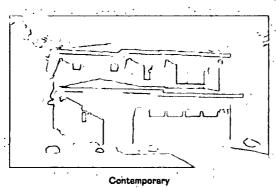
at Primrose

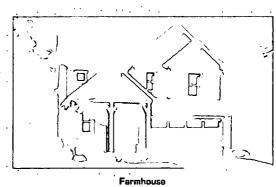
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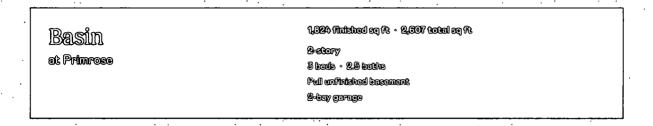
2-bay garage

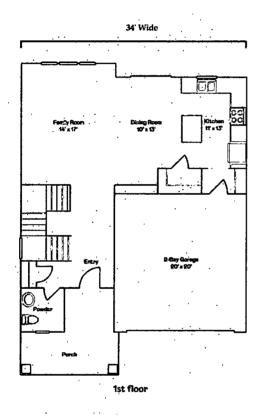


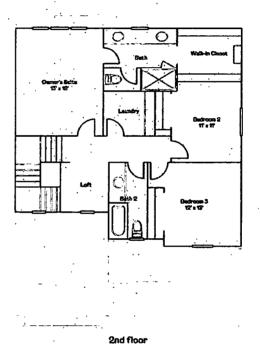




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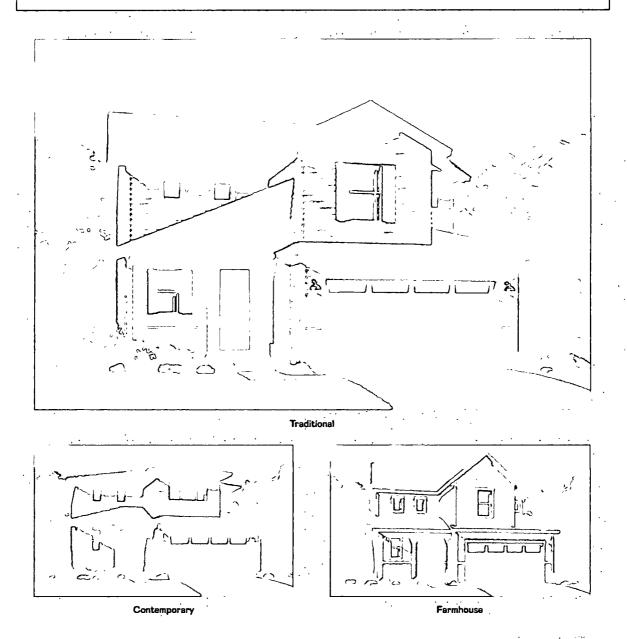


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2-story
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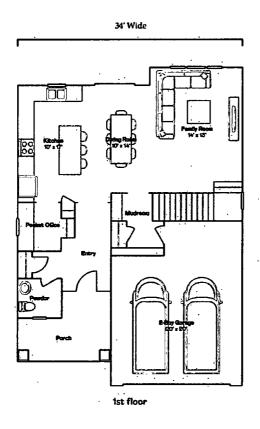
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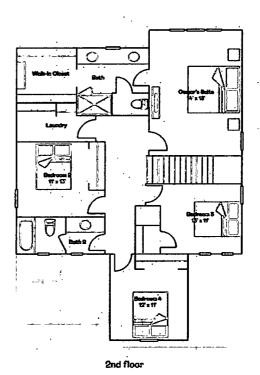
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Optional loft in lieu of bedroom 4 · Full unfinished basement

2-bay garage





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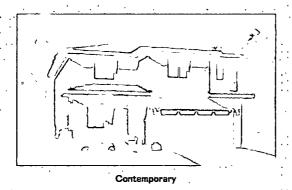


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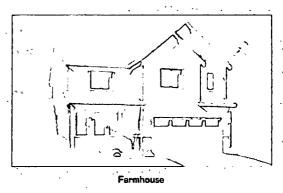
2-story
at Primrose
4 bads · 2.5 baths
Optional loft in New of badroom 3 · Full unfinished basement
2-bay garage



Traditional



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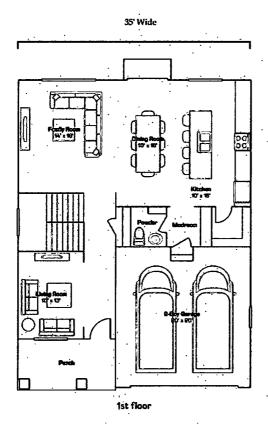
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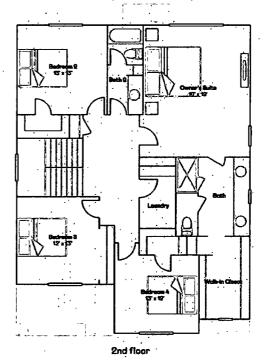
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Optional loft in lieu of badroom 3 · Full unfinished basement

2-bay garage





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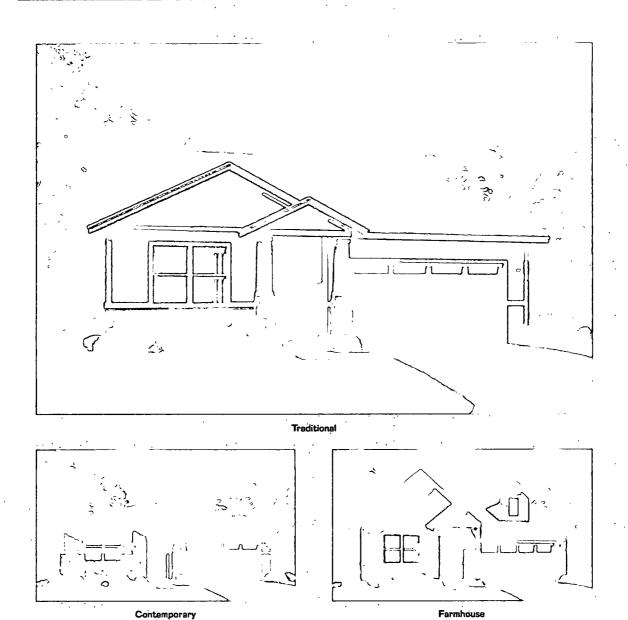
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Features, amenalos, fixor plans, olevations, and designs vary and are subject to change; or substitution without notice, items shown are artist's renderings and may contain extine that are not standard on all models or not included in the purchase price. Availability may vary. Sq. ft. is estimated extend so that the surgest of the states where prior registration is required. Vold where prohibited by law, Copyright 9 2022 Lennar Corporation, Lennar and the Lennar logo are U.S. registered service and so the surgest of the states where prior registration is required. Vold where prohibited by law, Copyright 9 2022 Lennar Corporation, Lennar and the Lennar logo are U.S. registered service.



AICACIA

Stade & Land And Andrew Control of Andr



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LEWNAR.

Aircadia
ot Primose

1,708 (Andshed sq ft · 3,448 total sq ft

3 beds · 2 beths Full unfirished besoment

2-607 90709

Patio Dining Room
15' x 14'

Family Room
15' x 14'

Ritchen
15' x 14'

Badroom 2
11' x 11'

Laundry

Porch

Porch

Porch

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Features, amonities, floor plans, clovertions, and designs vary and are subject to changes or substitution of theut notice. Items shown are artist's renderings and may contain options that one not standard on oil models or not included in the purchase price. Availability may vary. Sq. ft. is estimated, extual eq. ft. of lifer. Gorage size may vary from home and may not accommodate oil vehicles. This is not an offer in states where prior registration is required. Vold where providing the Vold object in the Comparation. Lensur end the Lennar logo are U.S. registrated service marks of Lennar Comparation in another in a distribution. Callifornity Homes of Uthols in A.



SEQUIDIA

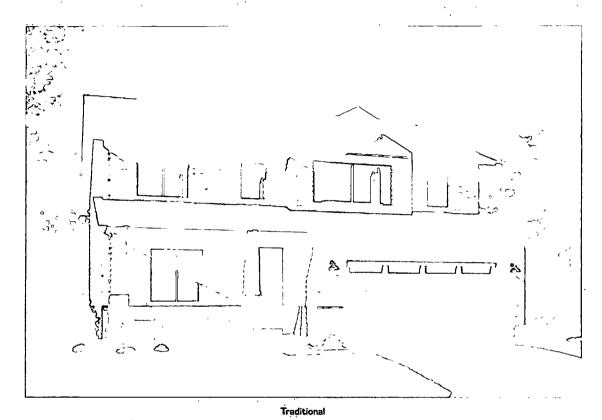
2.424 Antistical sq A: S.452 total sq A:

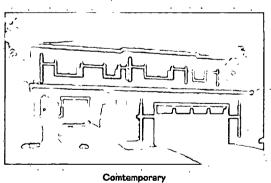
2.450ry

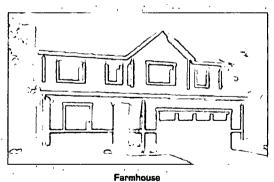
4 bads · 2.5 badhs

Optional laft in lieu of badroom 2 · Full unfinished basement

3-bay tendem garage







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LEWNAR'

Sequoia at Primose

2,424 (finished sq ft · 3,492 total sq ft

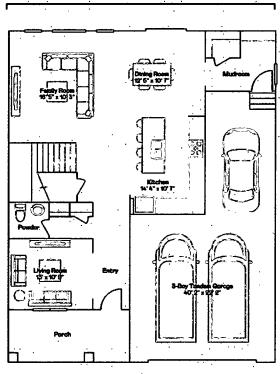
2-000ry

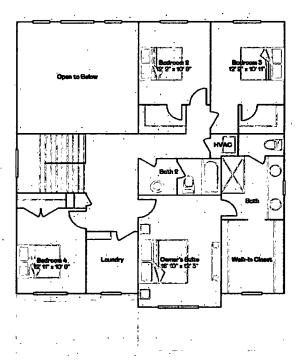
4 beeds · 2.5 beeths

Optional loft in lieu of bedroom $\mathbf{2} \cdot \mathbf{Full}$ unfinished basement

3-bay tandom garago

40. Wide





1st floor

2nd floor

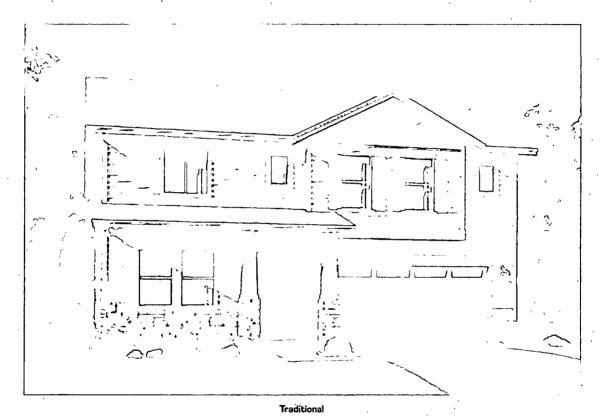
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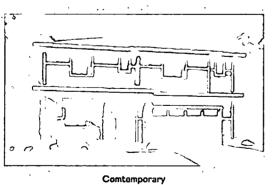
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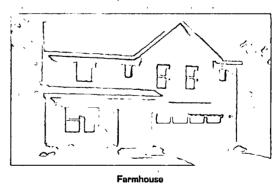
Features, amoralies, floor plans, clavations, and designs vary and are subject to changes or substitution without notice, items shown are artists renderings and may contain egitizes that are not standard on all models or not included in the purchase price. Availability may very, Sq. R. is authorized ectual eq. (if. w.i.) differ, Garage size may very from home or home and may not accommodate of websites. This is not an offer in states where prior registration is required. Void where prohibited by law, Copyright © 2022 Lenner Corporation, Lennar and the Lennar lago are U.S. registered service marks of Lennar Corporation and/or its substitution is a Cariation in Homes of Utoh, the 4/92.



Redwood
2.777 (initialized eq (it . 3,924) total eq (it . 3,924) t







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Redwood

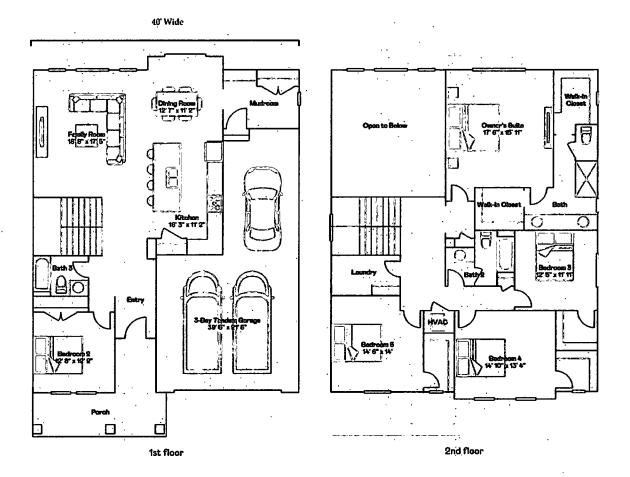
2.777 Midshed eq ft · 8,921 total eq ft

2-etory

5 beds · 3 beths

Full unfinished becoment

3-bay tendem gerage



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Features, emerities, from plans, chorestons, and designs vary and one subject to changes on substitution of those notice, from shown one artists renderings and may contain applicar that are not standard on all needes or not included in the purchase price. Almosticity may vary for the attended on the design of the substance of t



CASCADE

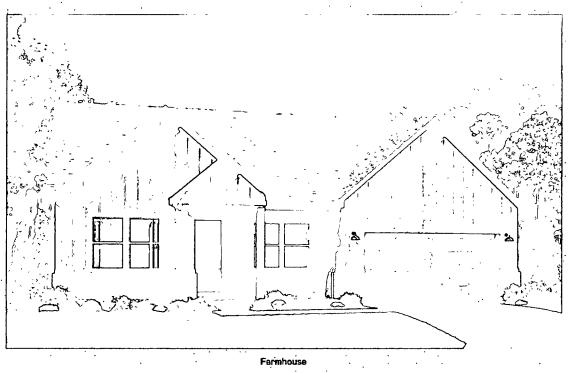
Approx. 2,127 finished sq ft · Approx. 4,124 total sq ft

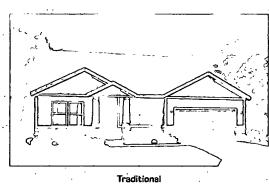
1-story

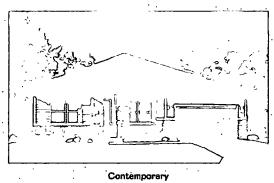
3 bods · 2 boths

Full unfinished basement

2-bay garage







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LEWNAR.

Cascade
at Sunset Hills

Approx. 2,137 (finished sq ft · Approx. 4,194 total sq ft

1-60007y

50' Wide

3 beds · 2 bedhe

Full unfinished becoment

2-bay garage

Covered Perio

Ching Record

(2' 10')

Change Record

(2' 10')

Change Record

(2' 10')

Change Record

Covered Perio

Covered

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LEWNAR.

Features, amonables, floor gams, conscious, and designs very and are subject to changes or substitution without notice (can show no or artists renderings and may contain options that are not standard on all properties and properties. Autobably, may very, See, It is estimated as the substitution of the Carney group from from the text heave group from Autobables and seed and the substitution of the carney from from the text heave group from Autobables and seed and the substitution of the substitution of



Yosemite

Estates at Primrose

2,628 And shed so ft · 4,148 total so ft

2-3007

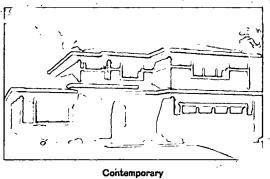
5 bods (optional loft in lieu of bodroom 3) \cdot 2.5 boths

Full unfinished basement

2-bay garage



Traditional



Farmhouse

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Yosemite

Estates at Primrose

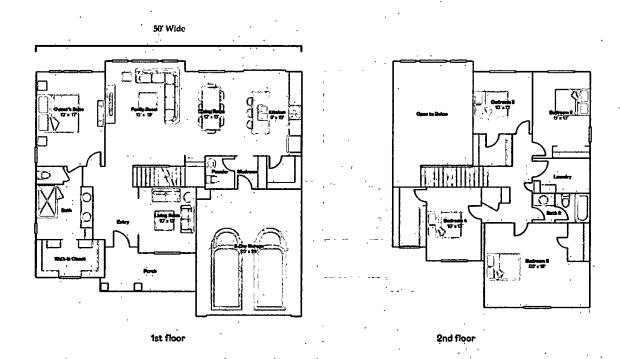
2,628 (finished sq ft · 4,145 total sq ft

2-600FY

5 bads (aptional laft in lieu of badroom 5) \cdot 2.5 baths

Full unfinished basement

2-bay garage



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Features, amenities. Those plans, obvoitions, and designs vary and are estated to entering or substitution without notion, items shown now article analoging and ray contain against that are not standard on all models or not included in the purchase price. Availability may very. So, It. is estimated, exclude ag. ft. v. il. differ, garage also passes yeary from home to home on day not accommodate all vehicles. This is not an offer in states where prior registration is required, Vold where protificed by law, Copyright © 2022 Lennor Corporation. Lenner and the Lenner logic or U.S. registrated services.



Denali

Estates at Primrose

2,769 And shed soft · 4,153 total soft

2-6007y

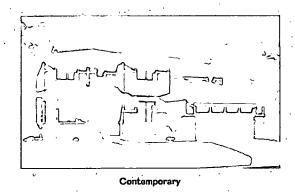
න්ණමේ මීං වේමෙම් මී

Full unfinished basement

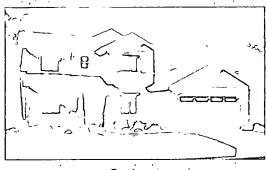
&-bay garage



Traditional



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Farmhouse

LEWNAK

Denali

Estates at Primrose

2,768 finished soft · 4,158 total soft

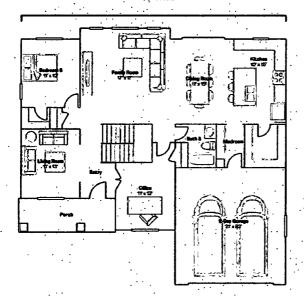
2-6007y

ම් beds · ම් bedfas

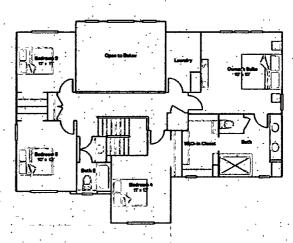
Full unfinished basement

2-bay garage

50' Wide



1st floor



2nd floor

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Exhibit C

Fencing Standard

Fencing

