

**A DEVELOPMENT AGREEMENT FOR THE HOMESTEAD AT VINEYARD,  
LOCATED WITHIN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH  
AND INCLUDING THE HOMESTEAD AT VINEYARD PROJECT PLAN**

This Homestead at Vineyard Development Agreement (hereinafter "Agreement") is entered into as of this 31<sup>st</sup> day of January 2006 by and between Vineyard Town, a Utah Municipal Corporation (hereinafter "Town") whose address is 240 East Gammon Road, Vineyard, Utah 84058 and Anderson Development Services, Inc., and other property owners as identified by their signatures hereto (collectively identified hereinafter as "Anderson Development") whose address is 9537 South 700 East, Sandy, Utah 84070 which owns or controls certain real property and the master developer of the project known as The Homestead at Vineyard (hereinafter "The Homestead") which is located within the corporate boundaries of the Town.

ENT 50956:2006 PG 1 of 112  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Apr 27 11:37 am FEE 0.00 BY SS  
RECORDED FOR VINEYARD TOWN

**RECITALS**

1. The Town is a Utah municipal corporation and is located within Utah County, State of Utah.
2. Anderson Development owns or controls certain real property located within the boundaries of the Town (hereinafter "Project Area") which property is approximately 319 acres, as more particularly described in Exhibit A, attached hereto.
3. Anderson Development desires to develop the property, described in Exhibit A, as a master planned community in a unified and consistent fashion.
4. Anderson Development has presented to the Town a Land Use Application for approval of various residential uses and densities for the Project Area, including accompanying supporting information and materials.
5. Anderson Development is committed to providing a development to the Town of the highest quality and that adds to the long-term community image, desirability, and sustainability of the Town.
6. Anderson Development in order to negotiate this Agreement is willing to modify the Project Plan and to voluntarily agree to the provision of various project and Town

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amenities, improvements and facilities, including, but not limited to parks, open spaces, trails, culinary water, sanitary sewer, transportation and circulation improvements, street enhancements, public safety facility, community design features, and other facilities, the demand for which is created by the Homestead Project Plan (hereinafter "Project Plan") and the goals of the Town.

7. The Town, acting pursuant to its authority under Title 10 Chapter 9a, Municipal Land Use, Development, and Management Act, Utah Code Annotated, 1953, as amended, (hereinafter "LUDMA"), including but not limited to Section 10-9a-102 thereof, may enter into a development agreement considered necessary by the Town in order to promote the orderly and appropriate development of property located within the Town.
8. The Town is willing to enter into this Agreement for the Project Area, under certain circumstances, where the Project Plan contains features necessary to meet the demands created by the Project Plan, promotes the goals of the Vineyard Town General Plan, and provides other amenities, benefits, improvements and facilities which benefit the Town.
9. The Town, in furtherance of its land use policies, goals, and other requirements, has made certain determinations with respect to the Project Plan and in the exercise of its legislative powers and in its sole discretion has elected to enter into this Agreement.
10. As a condition of entering into this Agreement, and as a condition of all future Land Use Application approvals within the Project Area, and in order to insure coordinated planning and design, and the realization of various Town benefits contemplated herein, the Town is requiring Anderson Development to revise the Project Plan, as more fully set forth herein.

#### **PART A AGREEMENT**

NOW, THEREFORE, in consideration of the goals of the Town and Anderson Development which include the coordinated development of the Project Area, to achieve a development of the highest quality, and in accordance with the provisions,

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terms, or conditions of the Town and Anderson Development, as more fully set forth herein, the parties agree to be legally bound as follows:

## PART B INTENT

To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the Town and Anderson Development that this Agreement grants to Anderson Development and the Project Area, as identified by Section 2 and Section 5 herein, use and density rights necessary to develop the Project Area in fulfillment of this Agreement, subject to the terms of this Agreement, including "vested rights" pursuant to LUDMA, and more particularly Section 10-9a-509 therein. All Land Use Applications, as defined herein, for the Project Area, are subject to the ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete. Nothing in this Agreement requires that the Town Council exercise the Town's powers of eminent domain.

## PART C DEFINITIONS

Unless otherwise defined herein, the words and phrases used in this Agreement shall have the same meaning as provided by the Land Use Ordinances of the Town, and the laws of the State of Utah, as applicable.

- 1) Anderson Development: Means Anderson Development Services, Inc. and all other property owners as identified by their signatures hereto or a subsequent owner thereof for all or any portion of the Project Area, except the obligations of Anderson Development Services, Inc. required and provided by Section 23 herein may not be assigned, or otherwise transferred to any other party, individual or entity.
- 2) Complete Application: A Land Use Application that conforms to the requirements of the applicable land use ordinance in effect when a complete application is submitted and all fees have been paid.
- 3) Cooperate: Means that the Town and Anderson Development will work or act together to achieve the purposes of this Agreement.

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- 4) **Development Activity:** Any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.
- 5) **Development Approval:** Any written authorization from the Town that authorizes the commencement of development activity.
- 6) **Land Use Application:** An application required by the Town's land use ordinances.
- 7) **Land Use Ordinance:** A planning, zoning, development, or subdivision ordinance of the Town.
- 8) **Project Improvements:** Means; (1) site improvements and facilities that are, (a) planned and designed to provide service for development resulting from a development activity; and (b) necessary for the use and convenience of the occupants or users of development resulting from a development activity. Project improvements do not mean system improvements.
- 9) **Public Safety Facility:** Means land and buildings used for police protection and fire protection and suppression services and associated personnel and similar in size to Station #3, provided by Orem City, located at 225 North 1200 West, Orem.
- 10) **Reasonable:** Means taking those actions necessary to achieve the purposes of this Agreement but not expecting or demanding more than is possible or achievable.
- 11) **System Improvements:** Means; (1) existing public facilities that are designed to provide services to service areas within the Town at large; and (2) future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the Town at large. System improvements do not mean project improvements.
- 12) **Sub-Area:** The twenty (20) areas which are identified by Exhibit B and Exhibit D herein.
- 13) **Town:** Means Vineyard Town, a Utah Municipal Corporation and political subdivision

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of the State of Utah.

**PART D  
PROJECT AREA PROVISIONS AND REQUIREMENTS**

**SECTION 1 – INCORPORATION OF RECITALS AND EXHIBITS.**

The foregoing Recitals and all Exhibits, attached hereto, are incorporated into this Agreement by this reference.

**SECTION 2 – ALLOWED USES AND APPROVAL PROCEDURES.**

- 1) The uses allowed within the Project Area, and all Sub-Areas thereof, shall be as specified by this Agreement.
- 2) All Land Use Applications shall be reviewed, and approved or denied by the Town, in accordance with the procedures of the Town's land use ordinances, in effect when the Land Use Application is determined complete.

**SECTION 3 – ZONING DISTRICT DESIGNATIONS.**

In compliance with the requirements of LUDMA, and more particularly Section 10-9a-503, and following a public hearing conducted by the Vineyard Town Planning Commission on November 22, 2005, the Vineyard Town Planning Commission on December 1, 2005 formulated and transmitted to the Vineyard Town Council the Commission's recommendation for the Project Plan recommending that the Project Area be redesignated from an existing Agriculture A-1 Zoning District to a variety of Residential Zoning Districts with a Planned Development (PD) Overlay District for the entire Project Area. Following a Vineyard Town Council public hearing conducted on December 8, 2005 to receive public comment on the Planning Commission's recommendation, the Town Council, acting in its legislative authority, determined it appropriate to adopt Ordinance 2005-05, such Ordinance being conditioned to take effect upon the signing of this Agreement by the parties hereto. Ordinance 2005-05 provides for a variety of Residential Zoning Districts, including a Multiple Residential HDR-2 District, Single-Family Residential Districts R-1-8, and R-1-10, and a Residential Estates District RE-20, with a Planned Development (PD) Overlay District applied to the

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entire Project Area, and all Sub-Areas thereof. The Sub-Area Zoning District designations are provided by Exhibit C and Exhibit D, attached hereto. The development proposed by Anderson Development for the Project Area, in terms of allowed uses, as identified by Section 2, and allowed densities, as identified by Exhibit D, are hereby determined to be consistent with the requirements of the Vineyard Town Zoning Ordinance, as adopted, (hereinafter "Zoning Ordinance").

#### **SECTION 4 – SCOPE OF PROJECT PLAN.**

##### **1) Project Area.**

Exhibit A identifies the legal description for all property included within the Project Area. Minor changes to the legal description of the Project Area are hereby authorized, as identified and provided by Exhibit Q herein. Any further changes to the legal description of the Project Area shall only be authorized upon written amendment to this Agreement, as provided in Section 38(2) herein.

##### **2) Project Plan – Maximum Base Dwelling Units.**

Exhibit B identifies the location of all Project Area Sub-Areas. Exhibit D identifies the applicable Zoning District designation and the maximum base residential dwelling units allowed, by Sub-Area.

##### **3) Location of Park and Open Space Area.**

Exhibit E identifies the general location of park and open space areas, required to be provided to the Town as part of the Project Plan, and this Agreement.

##### **4) Location of Trails and Buffer Areas.**

Exhibit F identifies the general location of the primary trail system and buffer areas, required as part of the Project Plan, and this Agreement.

##### **5) Major Road and Street System.**

Exhibit G identifies the general location of proposed "boulevard" and "parkway" streets

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located required as part of the Project Plan, and this Agreement, the exact location and profiles of such streets being subject to final Project Plan and Sub-Area configuration and surveying and Land Use Application approvals, as provided by Section 16(1)(c) herein.

6) Streetscape Designs and Enhancement Plans.

Exhibits H-1, H-2, H-3, H-4 and H-5, herein, identify the typical streetscape designs and street enhancements to be provided for boulevard, parkway, local streets, and roundabouts located within or adjacent to the Project Area, and the typical design for Vineyard Road.

7) Planned Development (PD) Overlay District.

To accomplish the purposes of this Agreement, and in recognition that the Project Plan meets the minimum standards necessary to qualify for designation as a Planned Development (PD) Overlay District, as provided by Chapter 7, of the Zoning Ordinance, a Planned Development (PD) Overlay District shall be applied to the Project Area, as identified by Section 3 herein, subject to the following:

- a) A minimum of approximately 44 Acres of park and open space acres be deeded to the Town, or other local, state, or federal agency for park or open space use as provided by Section 18(2) herein, and as required by Section 709 of the Zoning Ordinance, at the locations as generally identified by Exhibits E and Exhibit F, herein.
- b) All Land Use Applications shall comply with the requirements of this Agreement, Chapter 7 of the Zoning Ordinance, and all ordinances, regulations and policies of the Town in effect at the time the Land Use Application is determined complete, as required by Part B herein.
- c) All Land Use Applications located in a Planned Development (PD) Overlay District shall be eligible for modifications of the requirements for lot area, lot frontage, and lot width, as provided by Section 715 of the Zoning Ordinance, and modifications of in yard regulations, including modifications in the siting and orientation of buildings, as provided by Section 717 of the Zoning Ordinance.

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**SECTION 5 – ALLOWED DENSITIES.**

- 1) Exhibit D, and Chapter 7 of the Zoning Ordinance, shall provide the density basis for all Land Use Applications presented to the Town.
- 2) The maximum total base residential dwelling units allowed within the Project Area, and all Sub-Areas thereof, shall comply with Exhibit D, herein.
- 3) The maximum incentive density residential dwelling units allowed within the Project Area, and all Sub-Areas thereof, shall comply with the requirements of Chapter 7 of the Zoning Ordinance, including Sections 712, 713, and 714 of the Zoning Ordinance, except as may be limited by Section 5(5) herein.
- 4) Except as modified for Sub-Area #1 by Section 5(5) herein, all Land Use Applications for any Sub-Area shall comply fully with all incentive density requirements of Sections 712, 713, and 714 of the Zoning Ordinance and all requirements of this Agreement and shall therefore receive the maximum density incentive provided by such Sections, or fifteen percent (15%) of the maximum total base residential dwelling units available to the Sub-Area, as provided by Exhibit D herein.
- 5) To achieve the purposes of this Agreement, and more specifically to encourage quality building design and Project Area entry features, the Town is allowing a greater number of base residential dwelling units within Sub-Area #1, than originally requested by Anderson Development. In recognition of the additional base density provided by the Town, and available to Sub-Area #1, and in recognition that Sub-Area #1 has now received a density incentive for site plan design items typically required by Sections 712, 713, and 714 of the Zoning Ordinance, the Town and Anderson Development agree as follows:
  - a) To receive an additional density incentive for Sub-Area #1, the site plan, architectural designs, and associated features and amenities provided for Sub-Area #1 must include those not typically required by Sections 712, 713, and 714 of the Zoning Ordinance, including, but not limited to, enhanced site plan and building features including landscaping, building architecture and building

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materials, and additional themeing elements, and identified at the time of Land Use Application approval for Sub-Area #1.

- b) The minimum number of residential dwelling units constructed within Sub-Area #1 shall be 9.0 units per acre.

## **SECTION 6 – INFRASTRUCTURE, IMPROVEMENTS, FACILITIES, AND SERVICES FOR THE PROJECT AREA.**

Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the Town and Anderson Development agree to comply with the ordinances, requirements, rules and policies of the Town, or other service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Land Use Application is determined complete.

## **SECTION 7 – CONFIGURATION OF PROJECT AREA SUB-AREAS.**

- 1) Exhibit B herein, identifies twenty (20) Sub-Areas within the Project Area. Both the Town and Anderson Development anticipate that the exact size and dimensions of each Sub-Area will be subject to changes and revisions as more detailed surveying, and other information, becomes available. The Town and Anderson Development therefore agree as follows:

- a) The final size and dimensions of each Sub-Area shall be established at the time a Land Use Application is determined complete.
- b) For the purposes of sale, assignment, or other transfer of property located with the Project Area, Anderson Development may obtain approval of a Project Area partition map that creates the final size and dimension of all Sub-Areas but does not create any development rights for any separate individual lots or parcels. The provision of necessary infrastructure, facilities, and services, as required by the Town's land use ordinances, and this Agreement, for the creation of buildable lots and parcels, and to achieve the use and density rights provided herein, shall be required at the time a Land Use Application is approved for the creation of such buildable lots and parcels.

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- c) As the final size and dimension of all Sub-Areas, as identified by Exhibit B herein, is subject to change, the maximum base residential dwelling units available to Sub-Areas, as identified by Exhibit D herein, is also subject to change. The maximum base residential dwelling units, available to each Sub-Area, shall be the total area of the Sub-Area, in acres, multiplied by the maximum total base residential units per acre, available to the Sub-Areas, as provided by Exhibit D herein.
- d) The total maximum base residential dwelling units available to Sub-Areas #2 to #20 inclusive shall not exceed a total of 747 dwelling units.
- e) A transfer of residential dwelling units, from one Sub-Area to another is allowed provided both Sub-Areas are located in the same Zoning District. Residential dwelling units shall not be transferred from one Sub-Area to another Sub-Area, located within a different Zoning District.

**SECTION 8 – PHASING OF PROJECT PLAN.**

The parties acknowledge that the development of the Project Plan is dependent on factors such as market demand, interest rates, general economic growth, competition and other applicable factors. In recognition of these factors, the timing of development allowed by this Agreement for the Project Area shall be determined by Anderson Development in its sole judgment and discretion, subject to sound engineering and provision of infrastructure and services principles.

**SECTION 9 – TIMING OF DEDICATIONS AND EASEMENTS.**

All dedications and easements required as part of Land Use Application approval, in favor of the Town, or other service provider or agency, under the terms of this Agreement, shall be provided to the Town, or other service provider or agency, at the time of Land Use Application approval, or at an earlier time as may be agreed to by the Town and Anderson Development, and/or other service provider or agency.

**SECTION 10 – CHANGE OF USE.**

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As provided by Section 707 of the Zoning Ordinance, any portion of the Project Area, or any Sub-Area thereof, proposed to be sold, assigned or otherwise transferred by Anderson Development to a subsequent owner, and used for another economically beneficial use, other than residential uses, including but not limited to schools, churches, public safety facilities, or any other similar uses, shall be excluded from the total area of the Project Area, or any Sub-Area thereof, for the purposes of determining maximum base residential units. The maximum base residential units available to the Project Area, or any Sub-Area thereof, shall be the total area of the Sub-Area, in acres, minus the total area utilized for another beneficial use, in acres, multiplied by the maximum base residential units per acre, available to the Sub-Area, as provided by Exhibit D herein.

### **SECTION 11 – ADDITIONAL LAND DONATIONS**

Any portion of the Project Area, or any Sub-Area thereof, that is donated to the Town, or other public agency approved by the Town, and provided in addition to those donations and dedications contemplated by Section 4, Section 12, Section 13, Section 14, Section 15, Section 16, Section 17, and Section 18 herein, by Anderson Development, and provided at no cost to the Town, or other public agency, shall maintain all allowed densities, as provided by Section 5 herein, so that the maximum total base residential dwelling units, and any incentive density residential dwelling units provided by this Agreement to Anderson Development shall continue.

## **PART E INFRASTRUCTURE, FACILITIES AND SERVICES**

### **SECTION 12 – CULINARY WATER.**

- 1) The Town agrees as follows:
  - a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the culinary water facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 12(2) herein.

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- b) To comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.
- c) To accept the dedication and to maintain all culinary water facilities, determined to be system improvements, within the Project Area, upon their substantial completion and installation to standards established by the Town and this Agreement.
- d) To adopt, and to regularly update and maintain, a Culinary Water Impact Fee for the timely provision of required culinary water system improvements.
- e) To reimburse Anderson Development in the amount of a prior Agreed-To-Cost of providing culinary water system improvements, as necessary and identified by the Town, and provided by Section 12(2)(b) herein. The Town agrees that such reimbursement shall be payable to Anderson Development at the time of Culinary Water Impact Fee collection by the Town.

2) Anderson Development agrees as follows:

- a) Culinary Water Facilities – Project Improvements. Anderson Development agrees to design and install all culinary water project improvements necessary to provide culinary water facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, at no cost to the Town, and in compliance with all requirements of the Town for such improvements, in effect at the time a Land Use Application is determined complete.
- b) Culinary Water Facilities – System Improvements. Anderson Development agrees to design and install all culinary water system improvements necessary to provide culinary water facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements in effect at the time a Land Use Application is determined complete. The cost incurred by Anderson Development in providing such culinary water system improvements shall be eligible for reimbursement to Anderson Development by the Town, as provided by Section 12(1)(e) herein.

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- c) To comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls.
- d) Culinary Water Impact Fees and Connection Fees. Anderson Development agrees to be subject to the payment of Culinary Water Impact Fees and Culinary Water Connection Fees, in effect and applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- e) Culinary Water Easements. Anderson Development agrees to grant to the Town, or other culinary water service provider deemed appropriate by the Town, at no cost to the Town or other culinary water service provider, all easements necessary for the construction, installation, operation, and maintenance of all required culinary water facilities. All costs, including land acquisition costs, associated with the granting of all such easements required, under this Section, shall be the obligation of Anderson Development.

**SECTION 13 – SANITARY SEWER.**

1) The Town agrees as follows:

- a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the sanitary sewer facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 13(2) herein.
- b) To allow the Project Area, and all Sub-Areas thereof, a portion of the 0.25 million gallons per day (0.25 mgd) of sanitary sewer treatment capacity available to the Town in the Orem City Sanitary Sewer Treatment Plant, as provided by the Town of Vineyard Agreement #A-03-001, which has not been previously reserved and/or committed to existing Vineyard Town residents, or other Land Use Application approvals, provided such other Land Use Application approvals proceed with reasonable diligence to utilize such sanitary sewer treatment capacity, as determined by the Town. The Town agrees that reservation of available sanitary sewer treatment capacity for the Project Area, and all Sub-


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Areas thereof, shall occur at the time of Land Use Application approvals.

- c) To comply with all applicable local, state and federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls.
- d) To accept the dedication and to maintain all sanitary sewer facilities, determined to be system improvements, upon their substantial completion and installation to standards established by the Town and this Agreement.
- e) To adopt, and to regularly update and maintain, a Sanitary Sewer Impact Fee for the timely provision of required sanitary sewer system improvements.
- f) To reimburse Anderson Development in the amount of a prior Agreed-To-Cost of providing sanitary sewer system improvements, as necessary and identified by the Town, and provided by Section 13(2)(b) herein. The Town agrees that such reimbursement shall be payable to Anderson Development at the time of Sanitary Sewer Impact Fee collection by the Town.
- g) To accept the dedication and to maintain all sanitary sewer lift stations, constructed to standards required by the Town Engineer, and required to provide sanitary sewer service to the Project Area, and all Sub-Areas thereof.

2) Anderson Development voluntarily agrees as follows:

- a) **Sanitary Sewer Facilities – Project Improvements.** Anderson Development agrees to design and install all sanitary sewer project improvements necessary to provide sanitary sewer facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, at no cost to the Town, and in compliance with all requirements of the Town for such improvements, in effect at the time a Land Use Application is determined complete.
- b) **Sanitary Sewer Facilities – System Improvements.** Anderson Development agrees to design and install all sanitary sewer system improvements necessary to provide sanitary sewer facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer,

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and in compliance with all requirements for such improvements in effect at the time a Land Use Application is determined complete. The cost incurred by Anderson Development in providing such sanitary sewer system improvements shall be eligible for reimbursement to Anderson Development by the Town, as provided by Section 13(1)(f) herein.

- c) To comply with all applicable local, state and federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls.
- d) Sanitary Sewer Impact Fees and Connection Fees. Anderson Development agrees to be subject to the payment of Sanitary Sewer Impact Fees and Sanitary Sewer Connection Fees, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- e) Sanitary Sewer Easements. Anderson Development agrees to grant to the Town, or other sanitary sewer service provider deemed appropriate by the Town, at no cost to the Town or other sanitary sewer service provider, all easements necessary for the construction, installation, operation, and maintenance of all required sanitary sewer facilities. All costs, including land acquisition costs, associated with the granting of all such easements required, under this Section, shall be the obligation of Anderson Development.
- f) Sanitary Sewer Lift Stations. To provide the necessary sanitary sewer service to the Project Area, and all Sub-Areas thereof, Anderson Development may be required to install and maintain sanitary sewer lift stations. For the purposes of this Agreement, Anderson Development agrees that all sanitary sewer lift stations are determine to be project improvements. Anderson Development further agrees to construct all sanitary sewer lift stations to standards required by the Town Engineer, as provided by Section 13(1)(g) herein.

#### **SECTION 14 – STORM DRAINAGE.**

1) The Town agrees as follows:

- a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the storm drainage facilities to the Project Area, and all


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Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 14(2) herein.

- b) To comply with all applicable local, state, and federal laws, rules and regulations for storm drainage facilities, services, quality standards, and controls.
- c) To accept the dedication and to maintain all storm drain facilities, determined to be system improvements, within the Project Area, upon their construction and installation to standards established by the Town and this Agreement.
- d) To adopt, and to regularly update and maintain, a Storm Drainage Impact Fee for the timely provision of required storm drainage system improvements.
- e) To reimburse Anderson Development in the amount of a prior Agreed-To-Cost of providing storm drain system improvements, as necessary and identified by the Town, and provided by Section 14(2)(b) herein. The Town agrees that such reimbursement shall be payable to Anderson Development at the time of Storm Drainage Impact Fee collection by the Town.
- f) To accept the dedication and to maintain all storm water detention areas, of a minimum size of one-half (½) acre, upon their substantial completion and installation to standards required by the Town Engineer, and required to provide storm water drainage to the Project Area, and all Sub-Areas thereof.

2) Anderson Development voluntarily agrees as follows:

- a) Storm Drain Facilities – Project Improvements. Anderson Development agrees to design and install all storm drain project improvements necessary to provide storm drain facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, at no cost to the Town, and in compliance with all requirements of the Town for such improvements, in effect at the time a Land Use Application is determined complete.
- b) Storm Drain Facilities – System Improvements. Anderson Development agrees

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to design and install all storm drain system improvements necessary to provide storm drain facilities and service to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, and in compliance with all requirements for such improvements in effect at the time a Land Use Application is determined complete. The cost incurred by Anderson Development in providing such storm drain system improvements shall be eligible for reimbursement to Anderson Development by the Town, as provided by Section 14(1)(e) herein.

- c) To comply with all applicable local, state, and federal laws, rules and regulations for storm drainage facilities, services, quality standards, and controls.
- d) Storm Drain Impact Fees and Connection Fees. Anderson Development agrees to be subject to the payment of Storm Drain Impact Fees and Storm Drain Connection Fees, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.
- e) Storm Drain Facility Easements. Anderson Development agrees to grant to the Town, or Utah County, as applicable, at no cost to the Town or Utah County, all easements necessary for the construction, installation, operation, and maintenance of all required storm drain facilities. All costs, including land acquisition costs, associated with the granting of all such easements required, under this Section, shall be the obligation of Anderson Development.
- f) Storm Water Detention Areas. To provide the necessary flood control and storm water drainage service to the Project Area, and all Sub-Areas thereof, Anderson Development may be required to install storm water detention areas. Some of these areas may also serve as a park or open space area. For the purposes of this Agreement, Anderson Development agrees that all storm water detention areas are determined to be project improvements. Anderson Development further agrees to construct all storm water detention areas to standards required by the Town Engineer, as provided by Section 14(1)(f) herein.

#### **SECTION 15 – GROUND WATER DRAINS (LAND DRAINS).**

- 1) The Town agrees as follows:

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- a) To allow a ground water drainage system (hereinafter "land drain system"), provided by Anderson Development, for the Project Area, and all Sub-Areas thereof, and for any separate lot, located within the Project Area.
  - b) To accept the dedication and to maintain all land drain system facilities, located in any publicly dedicated rights-of-way or other public areas, within the Project Area, upon their substantial completion and installation to standards established by the Town and this Agreement.
  - c) As provided by Section 1613 of the Zoning Ordinance, the Town accepts no responsibility for any property damage cause by the ground water flooding of any basement.
  - d) If a portion of the Town is provided with a land drain system, the Town agrees to consider establishing a maintenance area or maintenance district, whichever is most applicable, for the operation and maintenance of the land drain system, as may be provided by Anderson Development.
- 2) As certain locations of the Project Area, or Sub-Areas thereof, may be subject to high ground water levels, and as Anderson Development is contemplating the installation of basements within the Project Area, Sub-Areas thereof, and for separate lots, Anderson Development voluntarily agrees as follows:
- a) To investigate the high ground water level, as required by reasonable standards provided by the Town Engineer, the advisability of basements within any Sub-Area.
  - b) For each Sub-Area, and for each separate lot where basements will be provided, to employ best management practices, and to install land drain system facilities determined necessary by the Town Engineer to avoid the risk of basement flooding caused by high ground water.
  - c) To include a notation, provided by the Town, on all final plats and property titles identifying that the Town accepts no responsibility for any property damage cause by ground water flooding.

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- d) To provide all materials and construction required for the installation of all land drain system facilities, at no cost to the Town. Anderson Development agrees that any portion of a land drain system located on private property shall remain the responsibility of Anderson Development, or the subsequent owner, for continued operation and maintenance.
- e) To cooperate with the Town to establish a maintenance area or maintenance district, whichever is most applicable, for the operation and maintenance of the land drain system, as may be provided by Anderson Development. Anderson Development agrees that all costs incurred by the Town to establish such land drain maintenance area or district shall be the sole obligation of Anderson Development.

## **SECTION 16 – TRANSPORTATION AND CIRCULATION FACILITIES.**

### **1) The Town agrees as follows:**


- a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide transportation and circulation facilities to the Project Area, and all Sub-Areas thereof, at the minimum level of service required by the Town Engineer, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 16(2) herein.
- b) To comply with all applicable local, state and federal laws, rules and regulations for transportation and circulation facilities, services, quality standards and controls.
- c) Major Streets Plan. Exhibit G identifies as a central Project Plan design element, a system of boulevard and parkway streets, and incorporating roundabouts, and street improvements and enhancements, identified by Exhibits G and Exhibits H-1, H-2, H-3, H-4 and H-5 herein. The Town accepts the Major Streets Plan, including the general location of boulevard and parkway streets, as identified by Exhibit G herein. The Town further agrees that the final location of all boulevard and parkway streets shall be determined at the time of Land Use Application approval, but generally at the locations identified by Exhibit G.

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- d) The Town agrees and accepts the street design and enhancement plans, including the design of boulevard, parkway, local streets, roundabouts, and Vineyard Road, as provided by Exhibits H-1, H-2, H-3, H-4 and H-5 herein, as the minimum design standard for all boulevard, parkway, local streets roundabouts, and Vineyard Road, located within, or adjacent to, the Project Area.
- e) To accept the dedication and to maintain all transportation and circulation facilities, within the Project Area, upon their substantial completion and installation to standards established by the Town and this Agreement.
- f) Center Street/Gammon Road Connection. The Town agrees and understands, as provided by Section 16(2)(e) herein, that Anderson Development will proceed to provide all necessary dedications, including those dedications located outside the Project Area from Anderson Geneva LLC. and to escrow funds, or provide other guarantees, as determined necessary by the Town, to provide an at-grade rail crossing and street connection between Center Street and Gammon Road for vehicular and pedestrian use. Alternatively, and for the purposes of this Subsection, the Town agrees that an approved grade-separated vehicular and pedestrian rail crossing, in the immediate vicinity of the Project Area, with all required dedications and guarantees in place for its design and construction, provides an alternative to the Center Street/Gammon Road connection.
- g) To not issue any building permits for the construction of any buildings or structures, but not including required infrastructure and facilities, as contemplated herein, located within the Project Area until the requirements of Section 16(1)(f) are provided by Anderson Development.
- h) The Town agrees to establish a reimbursement system for the equitable distribution of street and road improvement costs incurred to provide the Center Street/Gammon Road vehicular and pedestrian connection, and for boulevard and parkway street improvements, located outside of the Project Area.

2) Anderson Development voluntarily agrees as follows:

- a) Transportation and Circulation Facilities – Anderson Development agrees to

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design and install all transportation and circulation facilities improvements located within the Project Area, and necessary to provide transportation and circulation services to the Project Area, and all Sub-Areas thereof, as identified by Exhibit G and Exhibits H-1, H-2, H-3, H-4 and H-5 herein, at no cost to the Town.

- b) To construct, at no cost to the Town, the street designs, including the design of boulevard, parkway, local streets, roundabouts, and Vineyard Road, as provided by Exhibits H-1, H-2, H-3, H-4 and H-5 herein, as the minimum standard for the design of all boulevard, parkway, local streets, roundabouts, and Vineyard Road located within, or adjacent to, the Project Area.
- c) To provide street Improvements and streetscape designs, as identified by Exhibits H-1, H-2, H-3, H-4, and H-5 herein, for boulevard, parkway, local streets, roundabouts, and Vineyard Road, subject to final review and approval by the Design Review Committee, as provided by Section 23 herein.
- d) To comply with all applicable local, state and federal laws, rules and regulations for transportation and circulation facilities, services, quality standards and controls.
- e) Center Street/Gammon Road Connection. The connection of Center Street to Gammon Road is a vital transportation connection, necessary not only for traffic circulation and movement but also for the protection of the health and safety of Town residents. Anderson Development agrees to obtain and provide to the Town all necessary dedications, including those dedications located outside the Project Area from Anderson Geneva LLC, and to escrow funds, or provide other reasonable guarantees of such performances, as determined necessary by the Town, to provide the connection of Center Street and Gammon Road, including, the design, construction and installation of an at-grade rail crossing and street connection between Center Street and Gammon Road for vehicular and pedestrian use. Anderson Development further agrees that the Center Street and Gammon Road connection is a system improvement. For the purposes of this Agreement, Anderson Development agrees, as provided by Section 16(1)(f) herein, that an approved grade-separated vehicular and pedestrian rail crossing, in the immediate vicinity of the Project Area, with required dedications and

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guarantees in place, as required by the Town, necessary for its design and construction, provides an alternative to the Center Street/Gammon Road connection.

- f) Anderson Development, in partnership with adjoining land owners, or acting alone, agrees to construct the Center Street/Gammon Road vehicular and pedestrian connection, as contemplated by Section 16(1)(f) and Section 16(2)(e) herein, and all boulevard and parkway streets identified by Exhibit G herein, whether located within the Project Area, or immediately adjacent to the Project Area. As provided, and contemplated by Section 16(1)(g), Anderson Development may apply to the Town, under the Town's reimbursement system, for the equitable sharing of the costs associated with the construction of the Center Street/Gammon Road connection, and all boulevard and parkway streets located outside of the Project Area.


## **SECTION 17 – PUBLIC SAFETY FACILITIES AND POLICE AND FIRE PROTECTION.**

1) The Town agrees as follows:

- a) To provide to the Project Area, and all Sub-Areas thereof, public safety facilities and police and fire protection services at a level of service required by law, subject to the obligations of Anderson Development as set forth herein.
- b) To comply with all applicable local, state, and federal laws, rules and regulations for public safety facilities and police and fire protection services.
- c) To cooperate with Anderson Development to identify a site of up to two and one-half (2½) acres located within the Project Area for the construction of a public safety facility. The exact location of such site shall be determined by the Town in cooperation with Anderson Development, consistent with the Project Plan.
- d) To cooperate with Anderson Development to engage an architectural firm to design a public safety facility at the location identified by Section 17(1)(c) and Section 17(2)(a) herein, the design of such public safety facility being to standards required by the Town and Anderson Development.

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- e) To accept the dedication and to maintain all public safety facilities, determined to be system improvements, within the Project Area, upon their substantial completion and installation to standards established by the Town and this Agreement.
  - f) To adopt, and to regularly update and maintain, a Public Safety Impact Fee for the timely provision of required public safety system improvements.
  - g) To promptly establish a reimbursement system for the equitable distribution of costs incurred to provide public safety facilities, including the repayment of the costs to provide the public safety facility, contemplated by this Section, incurred by Anderson Development.
- 2) Anderson Development voluntarily agrees as follows:
- a) To cooperate with and provide to the Town, a site of up to two and one-half (2½) acres located within the Project Area for the construction of a public safety facility. The location of such site shall be determined by the Town in cooperation with Anderson Development, consistent with the Project Plan.
  - b) The site for the public safety facility, contemplated by Section 17(2)(a) herein, may be dedicated, at no cost to the Town, or sold to the Town at a cost equivalent to the price of adjacent land sold subsequent to the approval of this Agreement, but prior to such land receiving any Land Use Application approval providing rights to subdivide and create individual building lots. If the site is dedicated and provided, at no cost to the Town, Anderson Development shall retain all allowed densities provided to the Project Area, as identified by Section 5, herein, and as contemplated by Section 11 herein. If the site is sold to the Town, the requirements of Section 10, herein shall apply.
  - c) To cooperate with the Town to engage an architectural firm to design a public safety facility at the location identified by Section 17(1)(c) and Section 17(2)(a) herein, the design of such public safety facility being to standards required by the Town and Anderson Development.

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- d) To construct a public safety facility located within the Project Area, as contemplated by Section 17(1)(d) herein. Anderson Development further agrees that the public safety facility is a system improvement. As provided by Section 17(1)(g), Anderson Development may apply to the Town, under the Town's reimbursement system, for the equitable sharing of the costs associated with the construction of a public safety facility.
- e) Prior to required building permits being issued by the Town for the construction of any buildings or structures located within the Project Area, or any Sub-Area thereof, but not including required infrastructure and facilities, as contemplated herein, the public safety facility contemplated by this Section shall be completed, under construction, or the estimated costs for such construction escrowed with the Town, or other acceptable security provided, as required by the Town, necessary to insure its completion.
- f) To take all actions and to diligently pursue all steps necessary to provide public safety facilities and police and fire protection services to the Project Area, and all Sub-Areas thereof.
- g) Public Safety Impact Fees. Anderson Development agrees to be subject to the payment of Public Safety Impact Fees, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.

**SECTION 18 – PARKS, OPEN SPACES, TRAILS, AND BUFFER AREAS.**

- 1) The Town agrees as follows:
  - a) To cooperate with Anderson Development, and to take all reasonable actions necessary to provide the parks, open spaces, trails and buffer areas to the Project Area, and all Sub-Areas thereof, as identified by Exhibit E and Exhibit F herein, the construction of such facilities being the sole obligation of Anderson Development, as provided by Section 18(2) herein.
  - b) To accept the dedication and to maintain all parks, open spaces, trails and buffer areas, as identified by Exhibit E and Exhibit F herein, upon their substantial

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completion and installation to standards established by the Town and this Agreement.

- c) To adopt, and to regularly update and maintain, a Parks, Open Space, and Recreational Facilities Impact Fee for the timely provision of required parks, open spaces, and recreational facilities system improvements.
- d) To reimburse Anderson Development in the amount of a prior Agreed-To-Cost of providing parks, open spaces, trails and buffer areas, determined to be system improvements, as necessary and identified by the Town, and provided by Section 18(2)(b) herein, and provided that such parks, open spaces, trails and buffer areas, are not contemplated by Section 4(7)(a) and Section 14(2) herein, and provided further that such parks, open spaces, trails and buffer areas are not the basis to qualify for a density incentive, as provided by Section 5(3) and Section 5(4) herein. The Town agrees that such reimbursement shall be payable to Anderson Development at the time of Parks, Open Space and Recreational Facilities Impact Fee collection by the Town.

2) Anderson Development voluntarily agrees as follows:

- a) To provide approximately 44 Acres of parks, open spaces, trails and buffer areas, at no cost to the Town, as contemplated by Section 4(7)(a) herein, at locations as generally identified by Exhibit E and Exhibit F herein. The Town agrees that the final size and location of parks, open spaces, trails, and buffer areas shall be determined at the time of Land Use Application approval, but at locations as generally identified by Exhibit E and Exhibit F.
- b) To provide additional parks, open spaces, and trails necessary to meet the recreational demands of the Project Area, and all Sub-Areas thereof, Anderson Development agrees to provide useable parks, open spaces, and trails as a condition of Land Use Application approvals. If such parks, open spaces, and trails are determined by the Town to be a parks, open spaces, and trails system improvements, such areas shall be eligible for reimbursement, as provided by Section 18(1)(d) herein.
- c) As contemplated by Section 14(2)(f) herein, Anderson Development may be

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required, in certain areas, to install storm water detention areas. These areas may also serve as park and open space areas. All such areas shall be dedicated to the Town, at no cost to the Town.

- d) Anderson Development agrees to provide as minimum park improvements necessary sod and tree plantings, irrigation system(s), and site improvements including curb, gutter, sidewalks, off-street parking areas, and fencing as determined necessary by Anderson Development and the Design Review Committee of the Town, subject to final approval by the Design Review Committee, as provided by Section 23, herein. Anderson Development agrees that the cost of providing such minimum park area improvements shall be the sole obligation of Anderson Development.
- e) Anderson Development agrees to provide as minimum improvements of for all trails, including a minimum ten (10) feet all-weather trail surface, fencing, landscaping, and off-street parking areas, as determined necessary by Anderson Development and the Design Review Committee of the Town, or other federal, state, or local agency with authority, for all open space areas, subject to final approval by the Design Review Committee, as provided by Section 23, herein. Anderson Development agrees that the cost of providing such minimum trail improvements shall be the sole obligation of Anderson Development.
- f) To dedicate to the Town water rights, at no cost to the Town, sufficient to maintain and operate all parks, open spaces, trails, and buffer areas, contemplated by Section 18(2)(a) herein.
- g) Parks, Open Space, and Recreational Facilities Impact Fees. Anderson Development agrees to be subject to the payment of Parks, Open Space, and Recreational Facilities Impact Fees, in effect and generally applicable to other development activity within the Town, and payable at the time required by Town ordinances.

## PART E PROJECT AREA AND BUILDING DESIGN

### SECTION 19 – COMPLIANCE WITH ADOPTED TOWN PROJECT AND BUILDING

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**DESIGN REQUIREMENTS.**

As provided by Part B herein, all Land Use Application approvals, all building permit approvals, and all buildings and structures located within the Project Area shall comply with all requirements of the Town's Land Use Ordinances, including all applicable design requirements of the Zoning and Subdivision Ordinances, including, but not limited, to Chapters 16, 17, and 18 of the Zoning Ordinance.

**SECTION 20 – LOT SIZE.**

Anderson Development voluntarily agrees to establish the following lot size requirements for individual building lots, established at the time of Land Use Application approval, as follows:

- 1) For lots located in Sub-Area #4, lot size may vary but the average lot size for all lots located within Sub-Area #4 shall not be less than approximately twenty thousand (20,000) square feet.
- 2) For lots located in Sub-Area #16 and Sub-Area #18, lot sizes may vary between ten thousand (10,000) square feet and forty thousand (40,000) square feet, but the average lot size for all lots located within Sub-Area #16 and #18 shall not be less than approximately twenty thousand (20,000) square feet.

**SECTION 21 – MINIMUM RESIDENTIAL DWELLING UNIT SIZE.**

Anderson Development voluntarily agrees to establish minimum residential dwelling unit sizes for all residential dwelling units located within the Project Area, and all Sub-Areas thereof, as follows:

- 1) Residential Units located in a Sub-Area in the Residential Estates (RE-20) Zoning District shall provide a minimum net floor area footprint of not less than 1,800 square feet with a total net floor area of not less than 2,500 square feet above grade.
- 2) Residential Units located in a Sub-Area in the Single Family Residential (R-1-10 and R-1-8) Zoning District, but excluding Sub-Area #2, shall meet the following requirements:

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- a) All residential units without a basement shall provide a minimum net floor area of not less than 2,000 square feet above grade with a minimum net floor area footprint of not less than 1,200 square feet.
  - b) All residential units in Sub-Areas 5, 6, 7,8,12,13,14 and 15 with a basement shall provide a minimum net floor area of not less than 1,400 square feet above grade, a minimum net floor area footprint of not less than 1,000 square feet, and a total net floor area of not less than 2,800 square feet.
  - c) Sixty percent (60%) of all residential units in Sub-Areas 9, 10, and 11 with a basement shall provide a minimum net floor area of not less than 1,400 square feet above grade, a minimum net floor area footprint of not less than 1,000 square feet, and a total net floor area of not less than 2,800 square feet.
  - d) Twenty five percent (25%) of all residential units in Sub-Areas 9, 10, and 11 with a basement shall provide a minimum net floor area of not less than 1,400 square feet above grade, a minimum net floor area footprint of not less than 800 square feet, and a total net floor area of not less than 2,300 square feet.
  - e) Fifteen percent (15%) of all residential units in Sub-Areas 9, 10, and 11 with a basement shall provide a minimum net floor area of not less than 1,400 square feet above grade, a minimum net floor area footprint of not less than 800 square feet, and a total net floor area of not less than 2,000 square feet.
- 3) Residential Units located in a Sub-Area in the Multiple Residential (HDR-2) Zoning District shall provide a minimum net floor area of not less than 900 square feet for all dwelling units.
  - 4) "Net Floor Area" shall be as defined by "Floor Area (Net Floor Area)" as contained in the Vineyard Town the Zoning Ordinance.

## **SECTION 22 – PROJECT AND BUILDING DESIGN STANDARDS.**

The Town and Anderson Development mutually agree that in order to achieve the quality of development contemplated by this Agreement for the Project Area, and all

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Sub-Areas thereof, elements of both community design and building design must be considered. The Town desires that the development provided by the Project Plan enhances and promotes an "agricultural-heritage" theme and promotes community values of quality, attractiveness, and desirability. Anderson Development desires that the development is representative of the highest levels of quality for residential development and establishes a desirable, attractive, and convenient residential environment. In recognition of the mutual goals of the Town and Anderson Development, both parties agree as follows:

- 1) All buildings and structures located within the Project Area shall be subject to, and shall comply with The Homestead Design Review Process, as more fully contained and provided in Section 23, herein.
- 2) In addition to the architecture and design requirements of Exhibit I herein, the Town and Anderson Development agree that the standards of Chapter 18 of the Zoning Ordinance shall apply to all buildings and structures located in the Project Area, or any Sub-Area thereof.
- 3) Project Area design shall include various elements of design sufficient to establish an agricultural heritage theme, as provided by Exhibit I herein. The Town and Anderson Development mutually agree that Exhibit I herein, constitutes the minimum project and building design requirements for the purposes of this Agreement and the Project Plan.

### **SECTION 23 – DESIGN REVIEW COMMITTEE.**

To achieve the Project and Building Design goals of the Project Plan, and for the purposes of this Agreement, the Town and Anderson Development agree as follows:

- 1) The application of Project and Building Design Review shall be performed by a Homestead at Vineyard Design Review Committee (hereinafter "Design Review Committee") comprised of the following members;
  - a) A member of the governing body (Mayor and Town Council), as appointed by the Mayor, with the advice and consent of the Town Council.

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- b) A member of the Town Planning Commission, as designated by the Planning Commission.
  - c) Town Planner.
  - d) Town Engineer.
  - e) Other members as determined necessary by the Town.
  - f) A registered Landscape Architect, as authorized by the Town.
  - g) Two (2) representatives of Anderson Development, as authorized by Anderson Development.
- 2) The Design Review Committee shall have authority and responsibility to:
- a) Review and approve all building designs for buildings and structures proposed within the Project Area, consistent with the terms of this Agreement, prior to the approval of a building permit application.
  - b) Review and approve infrastructure and public facility designs, including but not limited to streetscape plans, park, open space and trail improvement plans, fencing plans, and Project Area and all Sub-Area entry features, consistent with the terms of this Agreement.
  - c) Review and approve Covenants, Conditions and Restrictions (CC&R's) for all Sub-Areas, consistent with the terms of this Agreement.
  - d) Carry out all other design review recommendations and approvals as required and provided herein.
- 3) Appeals of Design Review Committee decisions. A person aggrieved by a decision of the Design Review Committee may file an appeal of such decision with the Town Council. The Town Council is hereby identified and authorized to act as the Appeals Authority for all decisions of the Design Review Committee, in compliance with the requirements of the Towns Land Use Ordinances and the laws of the State of Utah,

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as applicable.

## **SECTION 24 – SPECIAL IDENTIFICATION FEATURES.**

In addition to the Project Plan design requirements of this Part and this Agreement, the Town and Anderson Development agree as follows:

- 1) **Community Identification Feature.** To establish an identifying community feature a very visible and significant windmill feature will be provided at the intersection of Gammon Road/Center Street and Geneva Road, as identified by Exhibit J herein, with the exact location to be determined by the Town and Anderson Development. This windmill identification feature will be a height sufficient to allow visibility from outside the Town, shall have moving parts, shall be constructed of materials typical for a windmill and agricultural construction, and shall include associated landscaping and fencing, as generally identified by Exhibit J herein. This Project Entry Feature shall be provided concurrent with the connection of Gammon Road and Center Street, subject to design review by the Design Review Committee.
- 2) **Project Identification Feature.** A project identification feature will be provided within Sub-Area #1, at the intersection of Vineyard and Gammon Roads. This identification feature will be representative of the agricultural heritage of the Town, which may include a display of agricultural machinery, agricultural themed statuary, or other public art display, as determined necessary and appropriate by the Town and Anderson Development, subject to design review by the Design Review Committee.
- 3) **Sub-Area Identification Features.** All Project Sub-Areas will be identified by entry features as generally identified by Exhibit K herein, and provided concurrently with the development of the associated Sub-Area, subject to design review by the Design Review Committee.

## **PART F GENERAL TERMS AND CONDITIONS**

### **SECTION 25 – APPOINTMENT OF REPRESENTATIVES.**

To further the commitment of the parties to cooperate in the implementation of this

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Agreement, the Town and Anderson Development shall each designate and appoint a representative to act as a liaison with the other party:

- 1) The representative of the Town shall be: Mr. David Church, 5995 South Redwood Road, Taylorsville, UT 84123
- 2) The representative of Anderson Development shall be: Mr. Gerald Anderson, 9537 South 700 East, Sandy, UT 84070

Both the Town and Anderson Development may change their designated representatives by notice to the other. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement.

#### **SECTION 26 – ANNUAL REVIEW.**


The Town Council shall review the progress contemplated by this Agreement at least annually to determine if the Town and Anderson Development has complied with the terms of this Agreement. If the Town Council determines, on the basis of substantial evidence, that either the Town or Anderson Development has failed to comply with any of the terms of this Agreement, the Town Council may take necessary corrective action, including, but not limited to, those actions provided by Section 37 herein. The Town Council's failure to conduct an annual review, as provided by this Section, shall not constitute, or be asserted as, a default of this Agreement.

#### **SECTION 27 – NOTICE.**

- 1) All notices required by this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail to the following address:

To the Town:  
 Town of Vineyard  
 Attn: Mayor Randy Farnworth  
 240 East Gammon Road  
 Vineyard, UT 84058

With Copies to:

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Blaisdell & Church  
Attn: David Church, Esq.  
5995 South Redwood Road  
Taylorsville, UT 84123

Planning and Development Services  
Attn: Bruce W. Parker, AICP  
3007 East Cruise Way  
Salt Lake City, UT 84109

To Anderson Development:  
Anderson Development Services Inc.  
Attn: Gerald Anderson  
9537 South 700 East  
Sandy, UT 84070

With Copies to:  
Hutchings Baird & Jones  
Attn: Bruce R. Baird, Esq.  
9537 South 700 East  
Sandy, UT 84070

- 2) A Notice shall be effective on the day the notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail.
- 3) The Town or Anderson Development may change its address for the purposes of receiving notice as required by this Section, by giving written notice to the other party in accordance with the provisions of this Section.

**SECTION 28 – FURTHER ASSURANCES.**

Each party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each party hereto as allowed by law.

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**SECTION 29 – RESERVED LEGISLATIVE POWERS.**

- 1) Nothing in this Agreement shall limit the future exercise of the police power by the Town in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the Town in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by this Agreement. Anderson Development understands that they are required to comply with future changes, amendments, or revisions to Town ordinances and regulations that do not change the allowed uses or densities for the Project Area, as identified by this Agreement.
- 2) If the Town, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Anderson Development, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the Town.

**SECTION 30 – STATE AND FEDERAL LAW – INVALIDITY.**

Both the Town and Anderson Development mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the Town and Anderson Development further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the Town's approval of the Project Plan is determined to be invalid by a court of competent jurisdiction this Agreement shall also be null and void.

**SECTION 31 – ASSIGNMENT.**

- 1) Neither this Agreement, nor any of the provisions, terms, or conditions hereof can be assigned by Anderson Development to another party, individual, or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the Town, which shall not be unreasonably withheld. Said assignments shall be subject to review by the Town, which is intended to provide

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assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The Town shall review and approve, approve with conditions or deny all proposed assignments by Anderson Development to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer, as required by Section 31(2) herein. If the Town takes no action to either approve with conditions or deny a proposed assignment the assignment shall be deemed approved by the Town. If the Town determines that the assignee does not have sufficient ability to assume and carry out the provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Anderson Development shall remain responsible for the performance of all obligations of this Agreement.

- 2) The Project Area, and all Sub-Areas thereof, sold, assigned, or otherwise transferred by Anderson Development to another party, individual or entity shall also include the transfer of the maximum total base residential dwelling units allowed within the Project Area, or any Sub-Area thereof. At the time of approval of the assignment to the new owner by the Town, as provided by this Section, Anderson Development shall provide to the Town a notice showing the new ownership, the total number of base residential units being transferred, and the total number of base residential units remaining with Anderson Development, and any effects of transfer on the Project Plan.
- 3) The rights of the Town under this Agreement shall not be assigned.

### **SECTION 32 – AGREEMENT TO RUN WITH THE LAND**

This Agreement shall be recorded against the property described in Exhibit A hereto and shall be deemed to run with the land.

### **SECTION 33 – RECORDATION OF AGREEMENT.**

Within ten (10) days of signing of this Agreement by the parties hereto, the Town Clerk shall have an original copy this Agreement recorded in the Office of the Utah County Recorder, with one (1) copy each of the recorded document provided to the Town and Anderson Development. In the event of a dispute between the parties hereto the recorded Agreement shall be considered the original and authoritative copy of this

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Agreement.

**SECTION 34 – DISPUTES.**

In the event of a dispute arising in any matter of interpretation, administration, or any other decision related to this Agreement, such dispute shall be considered an appeal of such matter of interpretation, administration, or decision and shall be processed, reviewed and decided by the Town, as provided by Chapter 27 of the Zoning Ordinance.

**SECTION 35 – FORCE MAJEURE.**

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes thereof, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other causality 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.

**SECTION 36 – NO JOINT VENTURE, PARTNERSHIP, OR THIRD PARTY RIGHTS.**

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

**SECTION 37 – GOVERNING LAW AND LEGAL ACTION.**

- 1) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal action required to enforce this Agreement shall be brought in the Fourth District Court for the State of Utah.
- 2) In addition to other rights or remedies available to the Town and Anderson Development, either may institute legal action to cure, correct, or remedy any default or breach, to enforce the terms of this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any other remedies consistent with the purposes of this Agreement.

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- 3) The Town may withhold Land Use Application approvals, and building permit approvals, to enforce the terms of this Agreement.
- 4) Should the Town or Anderson Development employ an attorney for the purposes of enforcing this Agreement in any legal proceeding whatsoever the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

**SECTION 38 – MERGER AND AMENDMENT.**

- 1) This Agreement, together with all Exhibits hereto, which are incorporated herein by reference, constitutes the entire Agreement between the Town and Anderson Development and supersedes any prior understandings, agreements or representations verbal or written.
- 2) This Agreement shall not be amended except in written form, signed, and executed by the Mayor on behalf of the Town, and the authorized representative of Anderson Development, and only after approval by the Town Council, after the receipt of a Planning Commission recommendation for any amendments hereto.

**SECTION 39 – TERM OF AGREEMENT.**

This Agreement shall be for a period of ten (10) years following the date of signing by authorized representatives of the Town and Anderson Development, with an option to extend the Agreement for an additional ten (10) years if the terms of the Agreement have been substantially complied with, unless the Agreement is terminated earlier or its term modified by amendment to this Agreement, as provided herein.

**SECTION 40 – SEVERABILITY.**

If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudgement shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

**SECTION 41 – MUTUAL DRAFTING.**

Each party hereto has participated in drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

**SECTION 42 – AUTHORITY.**

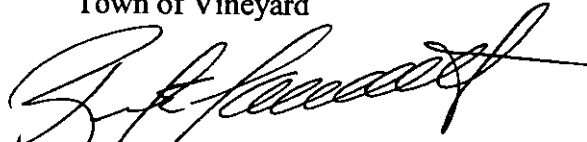
- 1) The Town and Anderson Development both warrant each has the necessary authority to execute this Agreement.
- 2) Anderson Development warrants and represents to the Town that Anderson Development owns or controls all right, title and interest in and to all property located within the Project Area and that no portion of said property, or any right, title, or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual.
- 3) Anderson Development warrants and represents to the Town that no portion of the property located within the Project Area is subject to any lawsuit or pending legal claim of any kind, except Sub-Area #19 is subject to a pending resolution of ownership between Anderson Development and the State of Utah.

Made and entered into as of the date and year first written above.

4-26-06  
*[Handwritten Signature]*

Signed and Dated this 26 day of April 2006.

Town of Vineyard



By: Randy Farnworth, Mayor

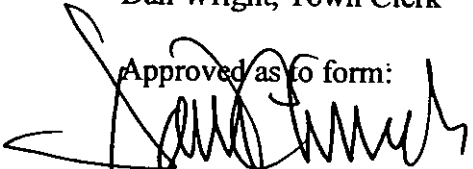
ATTEST:



Dan Wright, Town Clerk



Approved as to form:



David L. Church, Vineyard Town Attorney

The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

Anderson Development, LC, a Utah Limited Liability Company, which owns 100% interest in Utah County Parcel: 18:015:0056

Anderson Development, LC

*[Handwritten signature of Gerald D. Anderson]*  
By: Gerald D. Anderson

State of Utah

County of Salt Lake

On the 31<sup>st</sup> day of January, 2006, personally appeared before me Gerald Anderson who being duly sworn did say that they are the Manager of Anderson Development, LC, a Utah Limited Liability Company, and that said instrument was signed in behalf of said limited liability company by authority and said Gerald Anderson acknowledged to me that they, as such Gerald Manager executed the same in the name of said limited liability company.



*[Handwritten signature of Frankie Evans]*  
Notary Public

My Commission Expires: 11/06/06  
Residing At: Salt Lake County



**TABLE OF EXHIBITS**

Exhibit A..... Legal Description of Project Area  
Exhibit B..... The Homestead Project Plan, identifying all Sub-Areas  
Exhibit C ..... The Project Area Zoning Districts Designation Map  
Exhibit D ..... The Project Area Zoning Districts Designation Table  
Exhibit E..... Park and Open Space Areas  
Exhibit F..... Trail and Buffer Areas  
Exhibit G ..... Major Road and Streets Plan  
Exhibit H-1 ..... Typical Boulevard Streetscape Design Plan  
Exhibit H-2 ..... Typical Parkway Streetscape Design Plan  
Exhibit H-3 ..... Typical Local Streetscape Design Plan  
Exhibit H-4 ..... Typical Roundabout Design Plan  
Exhibit H-5 ..... Typical Vineyard Road Streetscape Design Plan  
Exhibit I..... The Homestead Project and Building Design Requirements  
Exhibit J ..... Wind Mill Project and Community Entry Feature  
Exhibit K..... Sub-Area Entry Features  
Exhibit L..... Approved Street Tree and Planting List  
Exhibit M..... Street Lighting Specifications  
Exhibit N ..... Street Sign Specifications  
Exhibit O ..... Streetscape Fencing Design Detail  
Exhibit P..... Lakeshore Trail and Overlook Design Detail  
Exhibit Q ..... Minor Changes to Project Area Legal Description  
Exhibit R ..... (Reserved)  
Exhibit S..... Project Area Property Owners Consent and Authorization

4-26-06  
[Handwritten signature]



SURVEY DESCRIPTION EAST PARCEL

Commencing at the Northwest corner of the Southeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence East 625.61 feet; thence South 9.34 feet; thence North 89°28'24" East 117.78 feet; thence North 09°34'00" West 7.28 feet; thence East 228.03 feet; thence North 80°49'14" East 51.61 feet; thence East 348.71 feet; thence South 30°10'10" East 887.12 feet; thence South 58°27'23" West 0.43 feet; thence South 30°12'05" East 6.86 feet; thence South 89°32'33" West 824.44 feet; thence South 89°33'34" West 999.78 feet; thence South 01°00'06" East 560.69 feet; thence South 89°20'34" West 500.72 feet; thence North 20°19'00" West 214.19 feet; thence North 89°56'06" East 2.46 feet; thence North 20°19'00" West 271.66 feet; thence North 15°09'00" West 339.19 feet; thence West 10.14 feet; thence North 15°09'00" West 158.25 feet; thence East 791.10 feet; thence North 01°00'38" West 27.52 feet; thence South 86°47'28" West 48.58 feet; thence South 88°07'44" West 65.21 feet; thence North 89°03'56" West 17.25 feet; thence North 386.94 feet; thence North 89°38'00" East 142.99 feet to the point of beginning.

SURVEY BOUNDARY WEST PARCEL

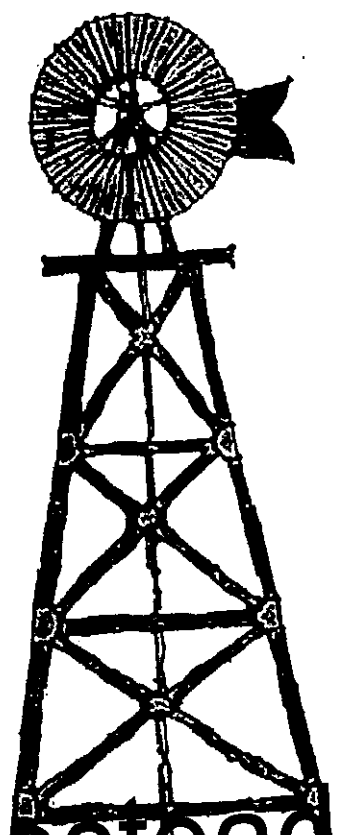
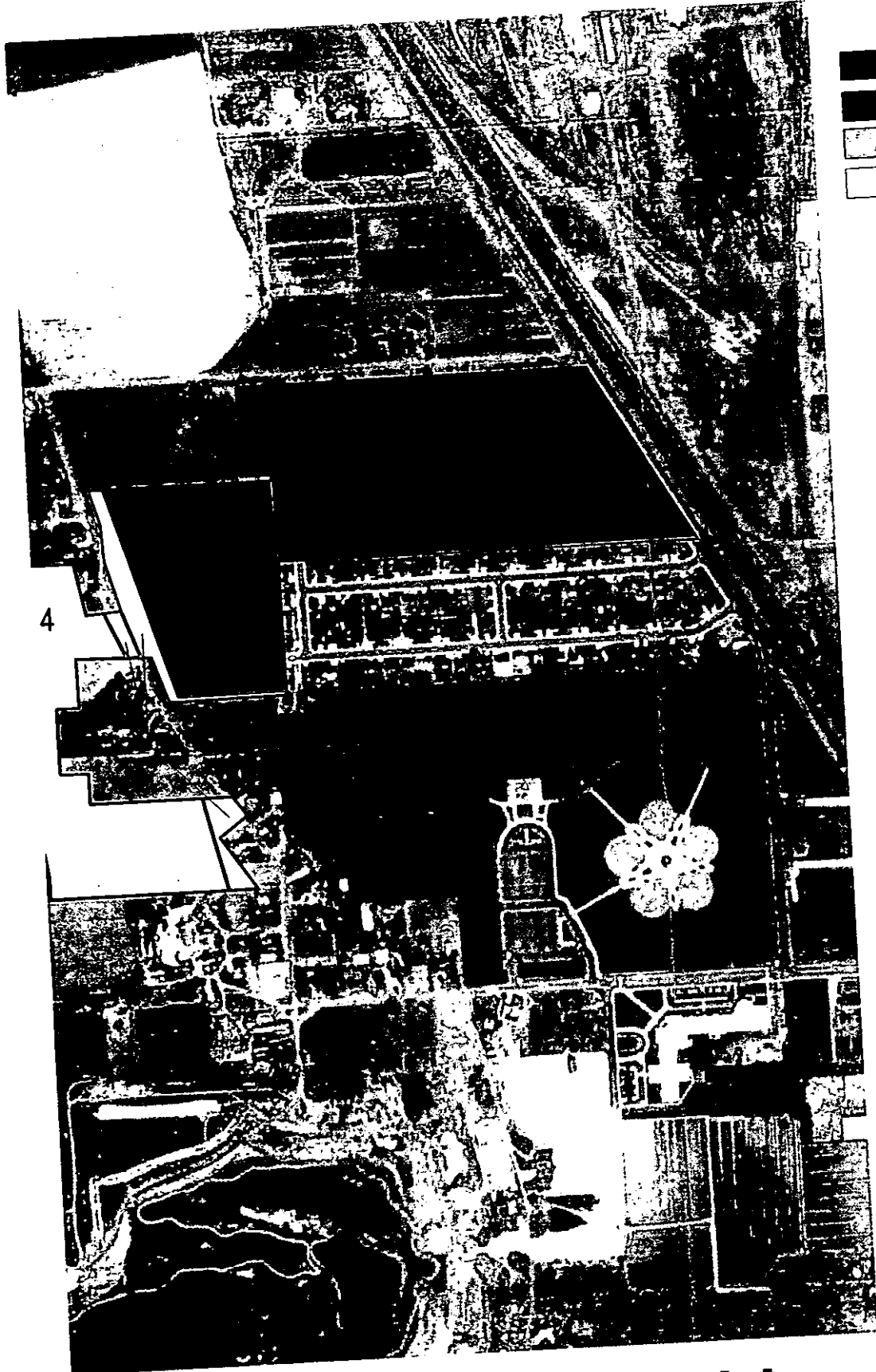
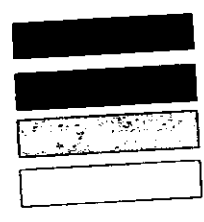
Commencing at a point located North 01°32'27" West along the section line 804.25 feet from the West 1/4 Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°52'00" East 1010.93 feet; thence South 42°43'00" East 295.50 feet; thence South 26°03'00" East 640.11 feet to the south quarter section line of the Northwest quarter of section 17; thence South 89°38'00" West along said quarter section line 1105.03 feet; thence South 544.20 feet; thence East 933.66 feet; thence South 22.44 feet; thence East 283.00 feet; thence South 143.22 feet; thence East 197.03 feet; thence South 11°17'17" East 198.58 feet; thence North 85°56'59" East 155.62 feet; thence South 20°19'00" East 246.82 feet; thence North 88°45'01" West 278.48 feet; thence South 00°51'16" East 215.24 feet; thence South 89°51'16" West 96.92 feet; thence South 283.08 feet; thence East 122.55 feet; thence South 132.00 feet; thence East 613.34 feet; thence South 35°50'00" East 103.60 feet; South 54°10'00" West 151.65 feet; thence South 35°50'00" East 84.74 feet; thence South 32°41'13" East 193.40 feet; thence West 2453.83 feet; thence South 10.90 feet; thence West 1980.00 feet; North 31°37'24" West 619.31 feet; thence South 89°52'07" West 150.04 feet; thence North 07°56'59" West 543.64 feet; thence South 89°39'29" West 162.39 feet; thence North 02°15'00" East 474.39 feet; thence North 04°59'52" East 625.61 feet; thence West 72.20 feet; thence North 07°00'00" East 399.30 feet; thence North 14°00'00" East 543.18 feet to a boundary line agreement, entry 138759 of 2004; thence East along said boundary line agreement 1688.38 feet; thence South 89°58'15" East along said boundary line agreement 737.12 feet to the section line; thence South 01°32'27" East along said section line 118.44 feet to the point of beginning.

Exhibit A  
Legal Description

4-26-06  
[Signature]



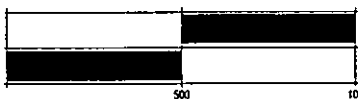
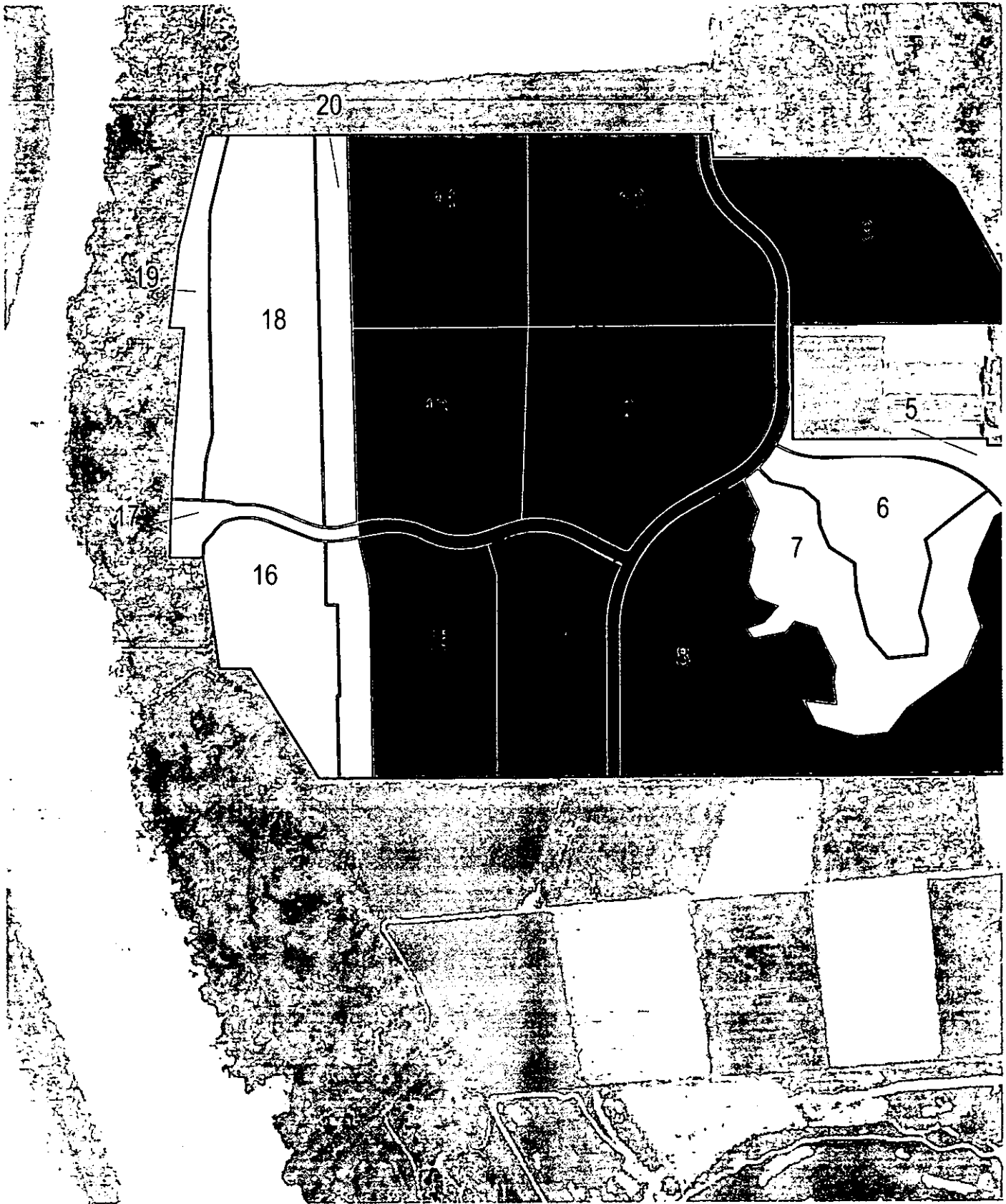
Zoning  
HDR-2  
R-1-8  
R-1-10  
RE-20  
Total



# The Homestead

Exhibit B  
The Homesteads Project Plan, Identifying All Sub-Areas





4/26/06

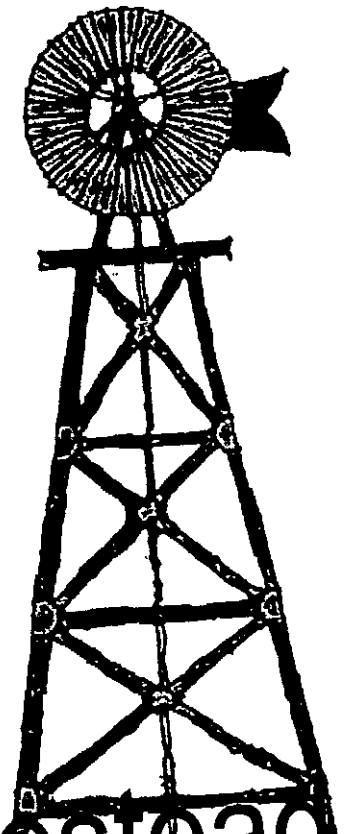
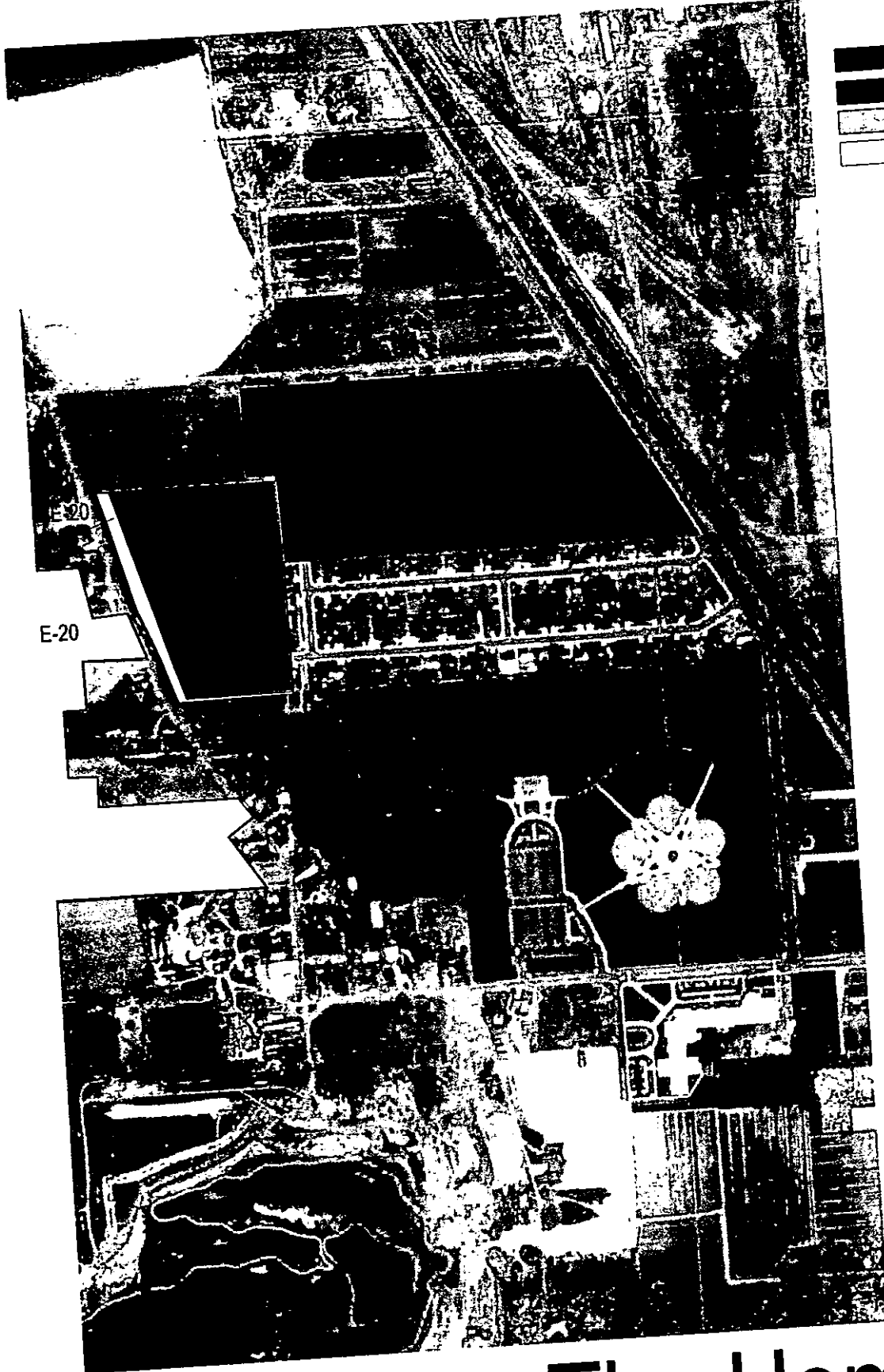


North



Zoning District

	HDR-2
	R-1-8
	R-1-10
	RE-20
	Total



# The Homestead

Exhibit C  
 The Project Area Zoning Districts Designation Map

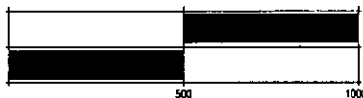
4-26/28





RE-20

R-1-10



North

Exhibit D

90000 SERIES  
30% P.C.W.



**EXHIBIT D  
THE PROJECT AREA  
ZONING DISTRICTS DESIGNATION TABLE**

SUB-AREA	TOTAL AREA (ACRES)	ZONING DISTRICT	ALLOWED MAXIMUM BASE RESIDENTIAL DWELLING UNITS	MAXIMUM BASE RESIDENTIAL UNITS PER ACRE
			264	9.670
1	27.3	HDR-2	52	4.298
2	12.1	R-1-8	0 (Open Space)	0 (Open Space)
3	3.5	RE-20	27	2.000
4	13.5	RE-20	0 (Open Space)	0 (Open Space)
5	5.8	R1-10	31	2.981
6	10.4	R-1-10	0 (Open Space)	0 (Open Space)
7	15.6	R-1-8	118	3.491
8	33.8	R-1-8	76	4.293
9	17.7	R-1-8	80	3.980
10	20.1	R-1-8	62	3.780
11	16.4	R-1-8	90	4.018
12	22.4	R-1-8	46	3.811
13	13.1	R-1-8	58	4.234
14	13.7	R-1-8	50	3.521
15	14.2	RE-20	20	1.695
16	11.8	RE-20	0 (Open Space)	0 (Open Space)
17	4.3	RE-20	37	1.739
18	21.4	RE-20	0 (Open Space)	0 (Open Space)
19	6.1	RE-20	0 (Open Space)	0 (Open Space)
20	8.6	RE-20	1011	NA
<b>TOTAL</b>	<b>319.5</b>	<b>NA</b>		


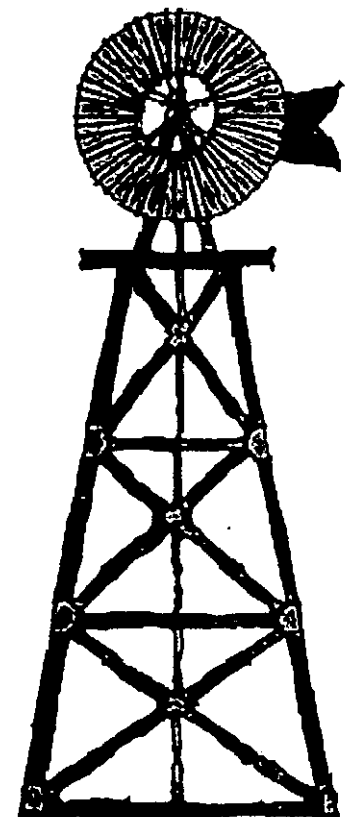
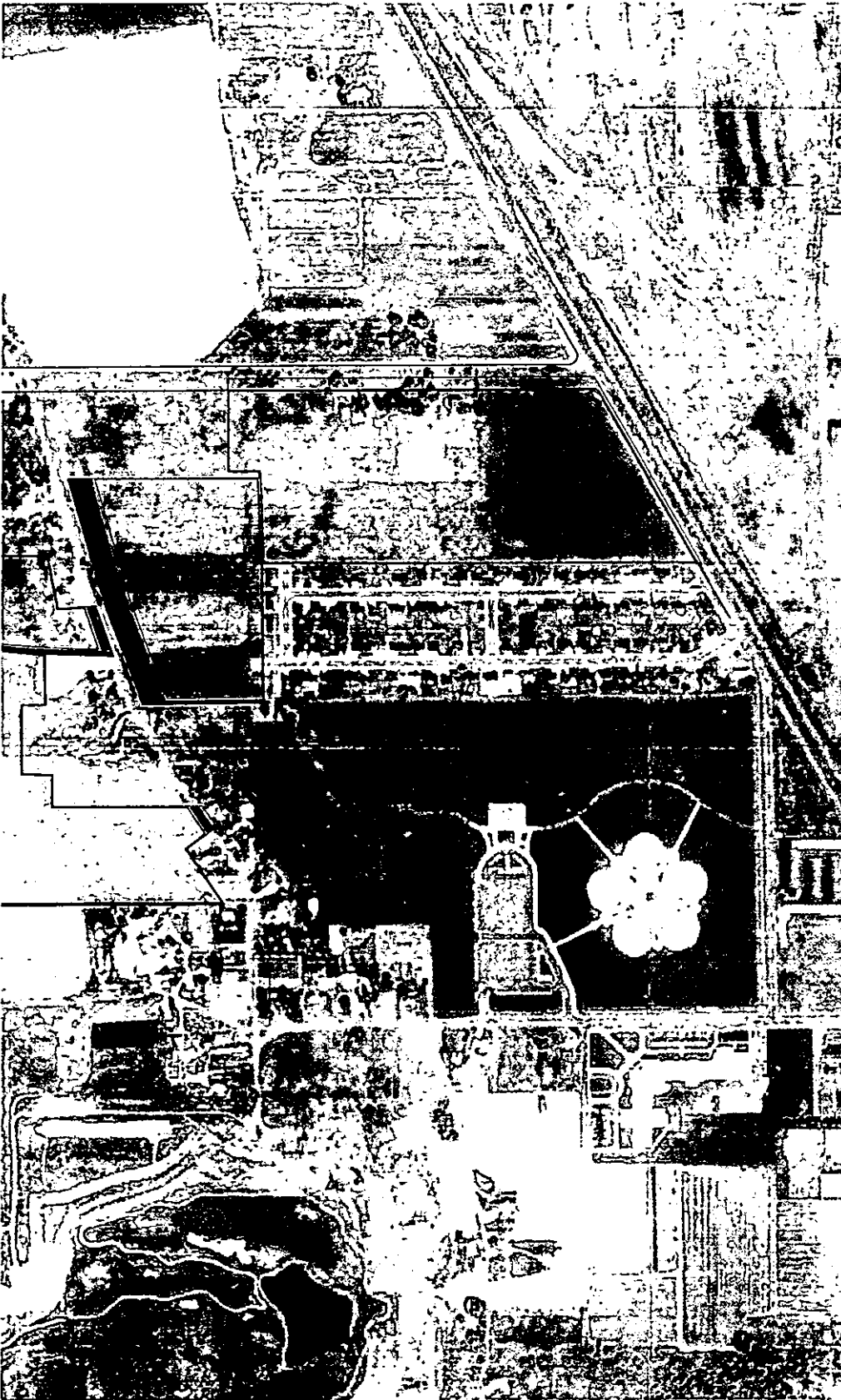
4-26-06  


EXHIBIT E

80000 SERIES  
30% P.C.W.



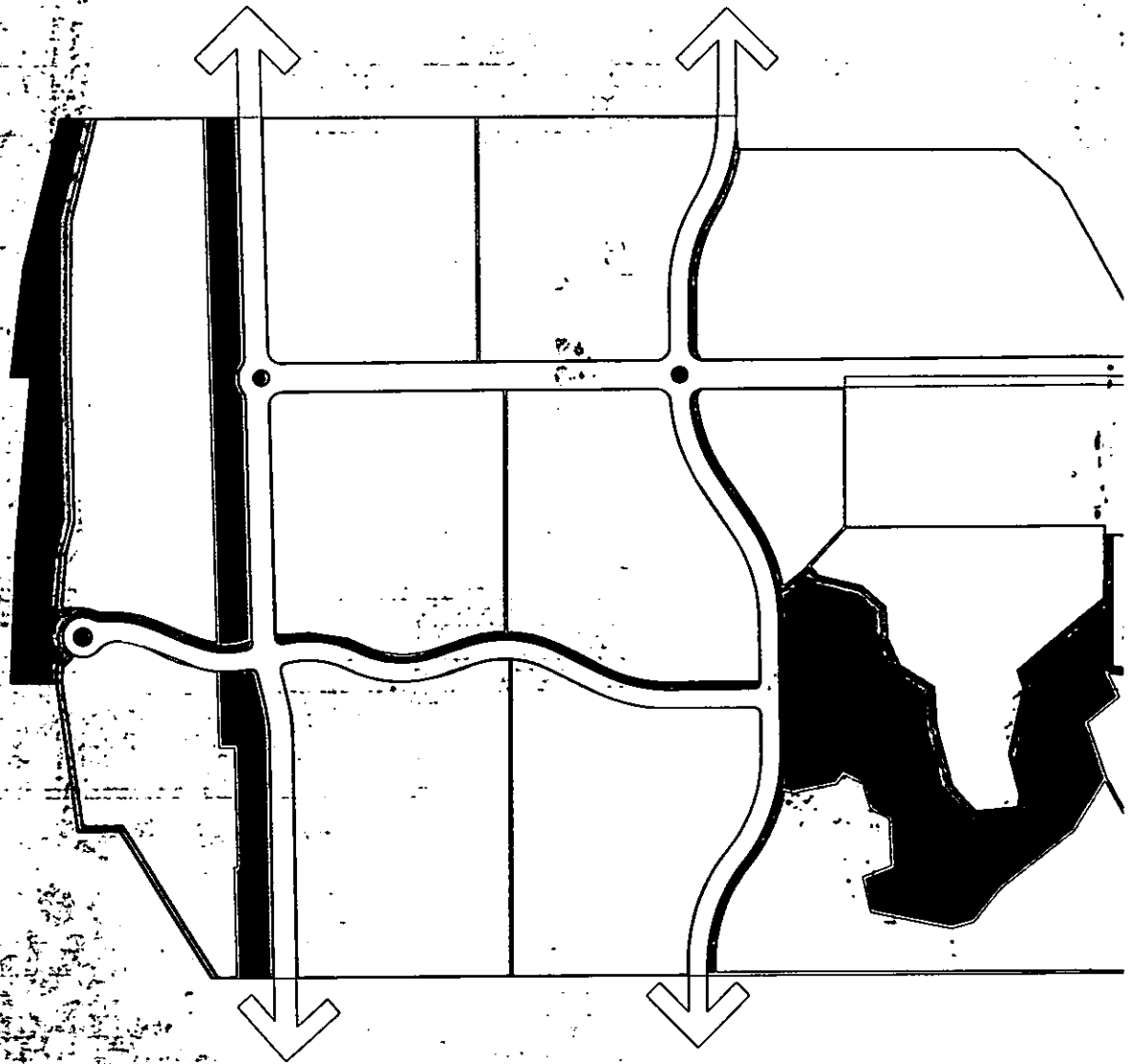


# The Homestead

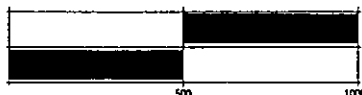
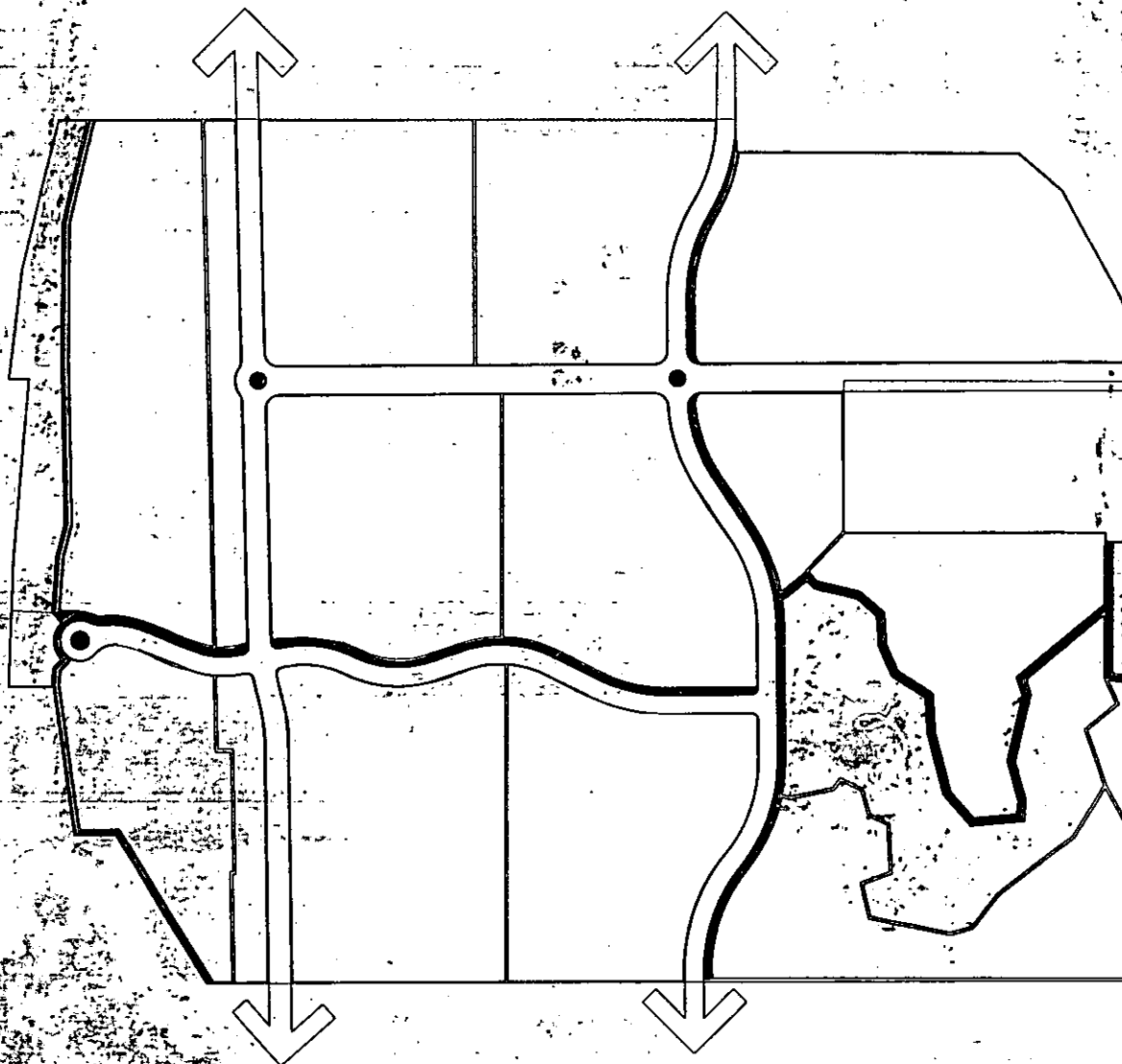
Exhibit E

Parks and Open Space Areas

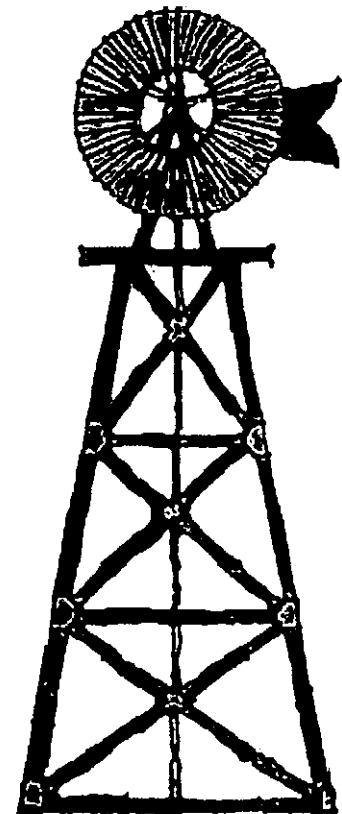
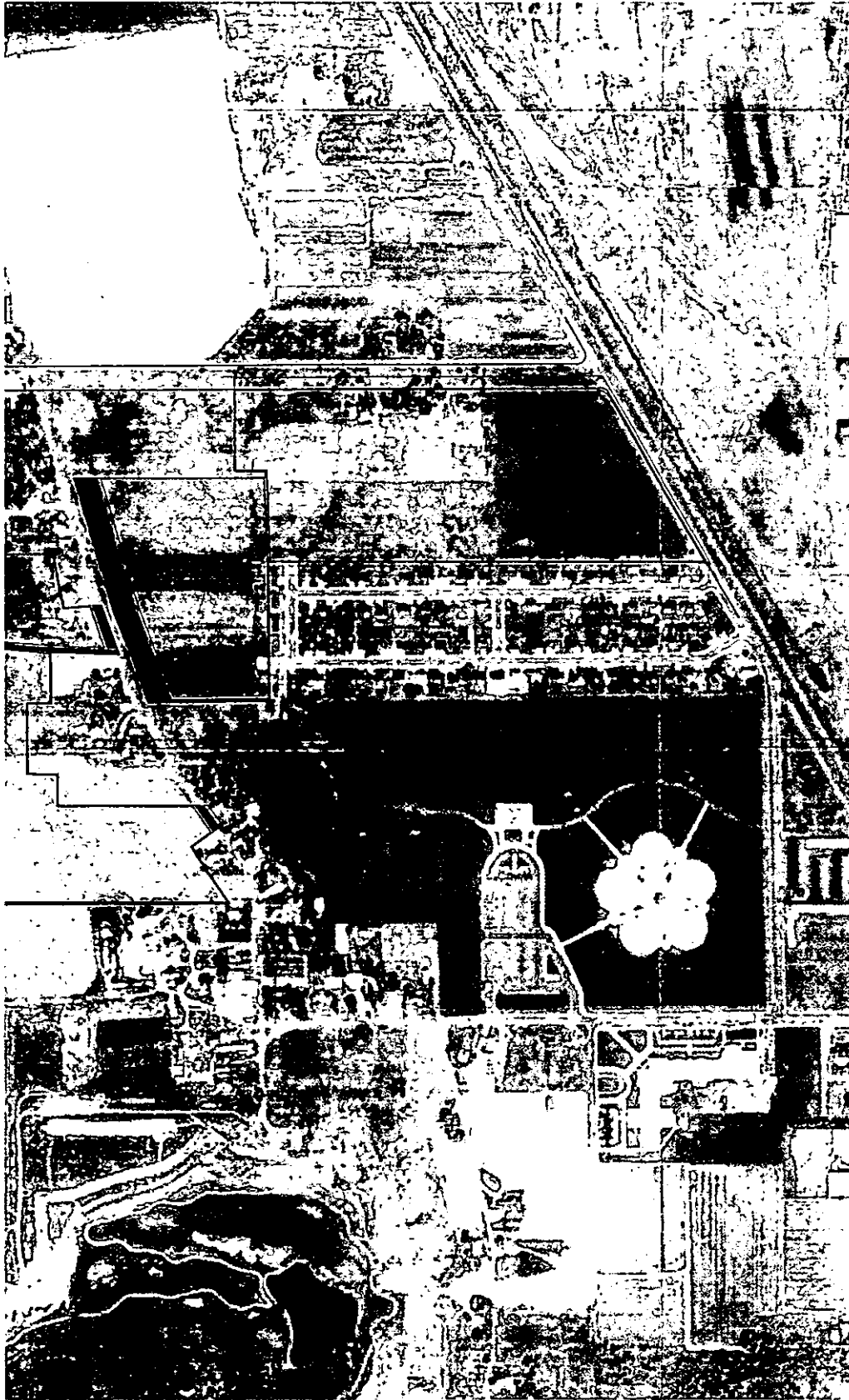
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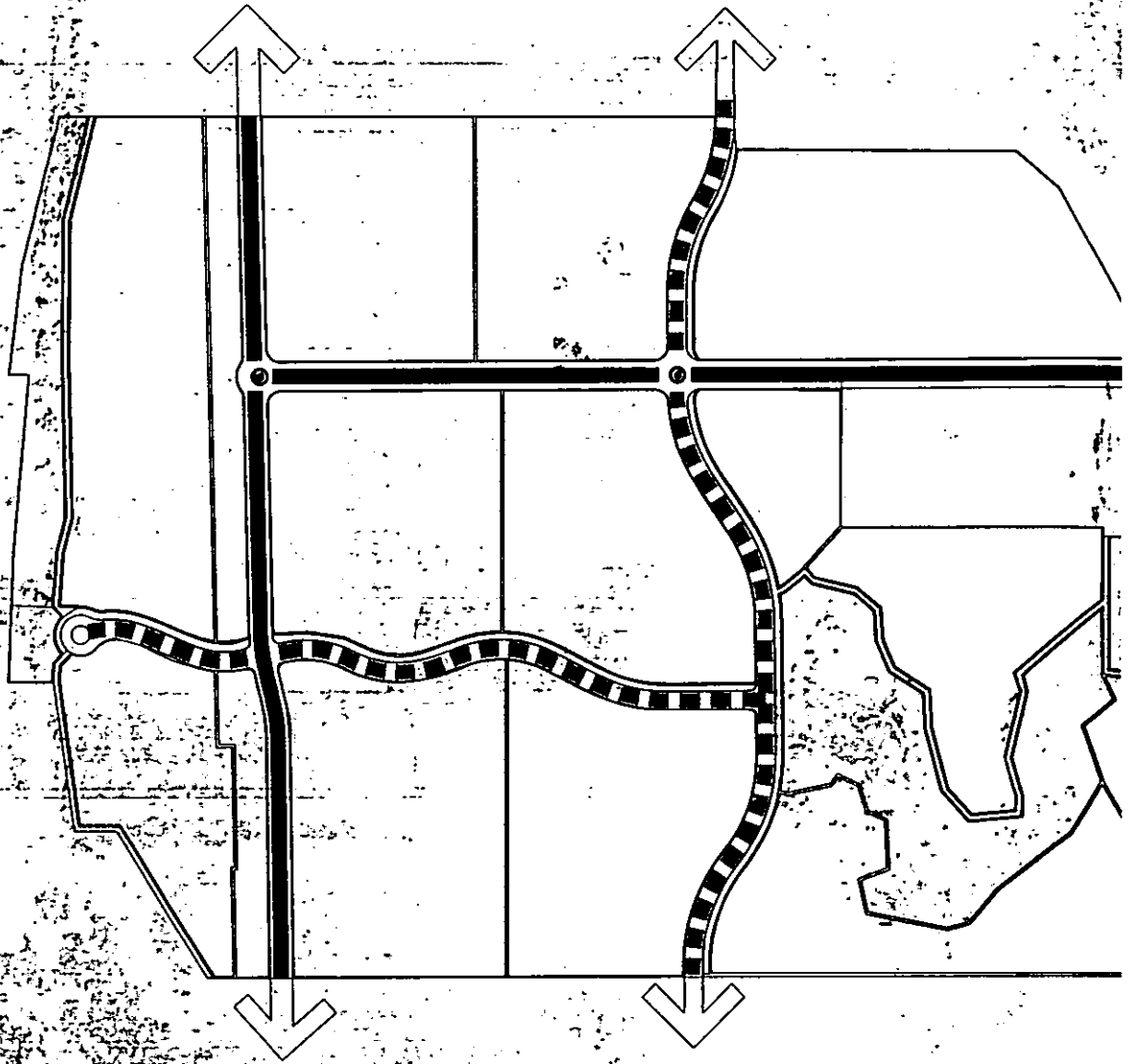






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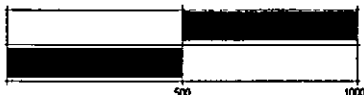
Exhibit F  
Trail and Buffer Areas

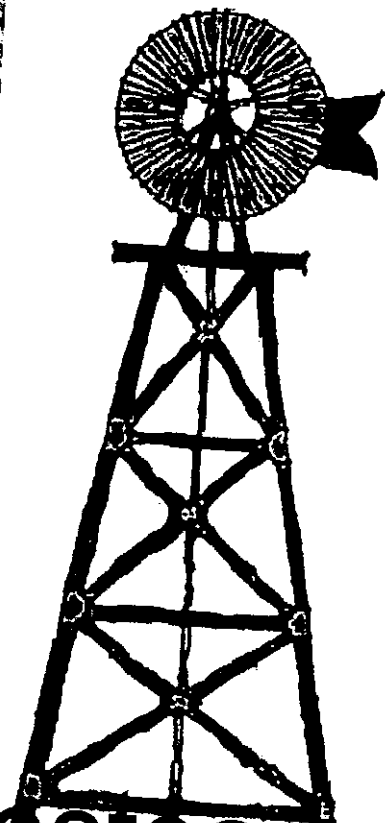
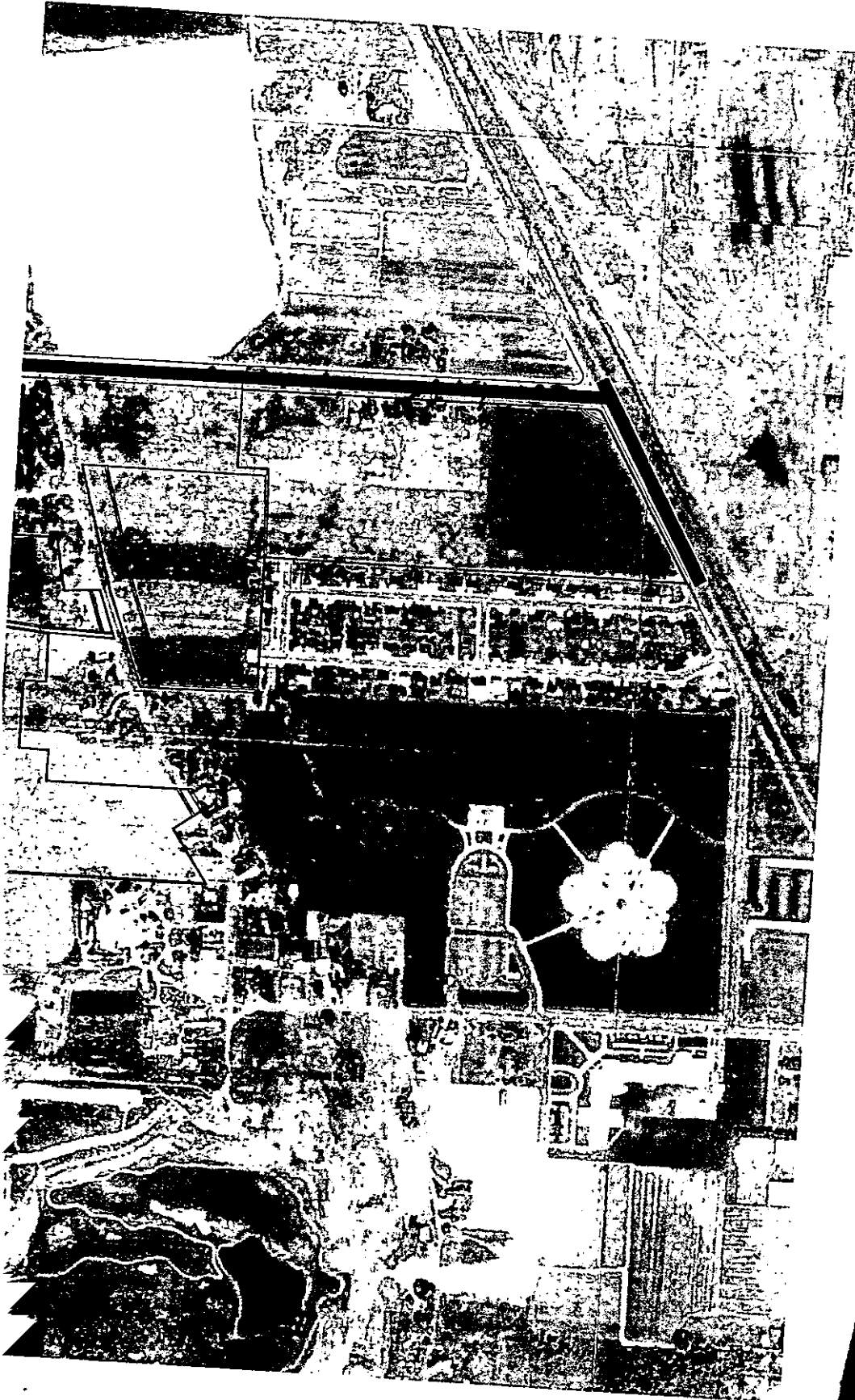
4-26-06  
RK





- Vineyard Rd 
- Boulevard Streets 
- Parkway Streets 
- Roundabouts 



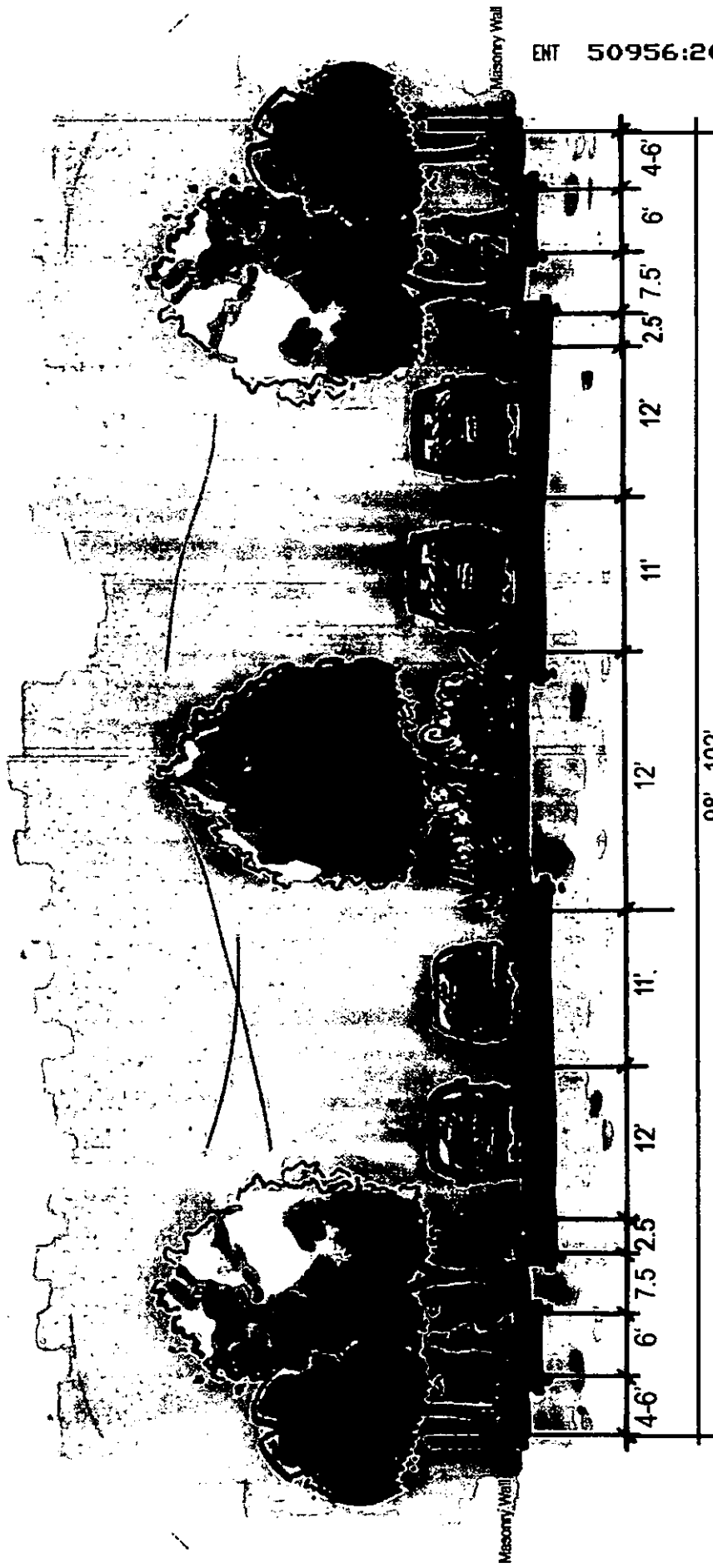


# The Homestead

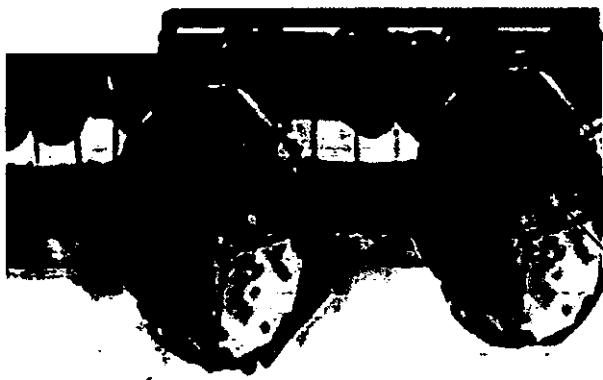
Exhibit G  
Major Road and Streets Plan

4-26-06





Alternating



**Boulevard Landscaping**  
consisting of a variety of  
- Shade Trees  
- Shrubs  
- Turf  
- Six Foot Sidewalk



**Raised Median Landscaping**  
consisting of a variety of:  
- Shade Trees  
- Ornamental Trees  
- Evergreen Trees  
- Shrubs  
- Turf  
- Boulders



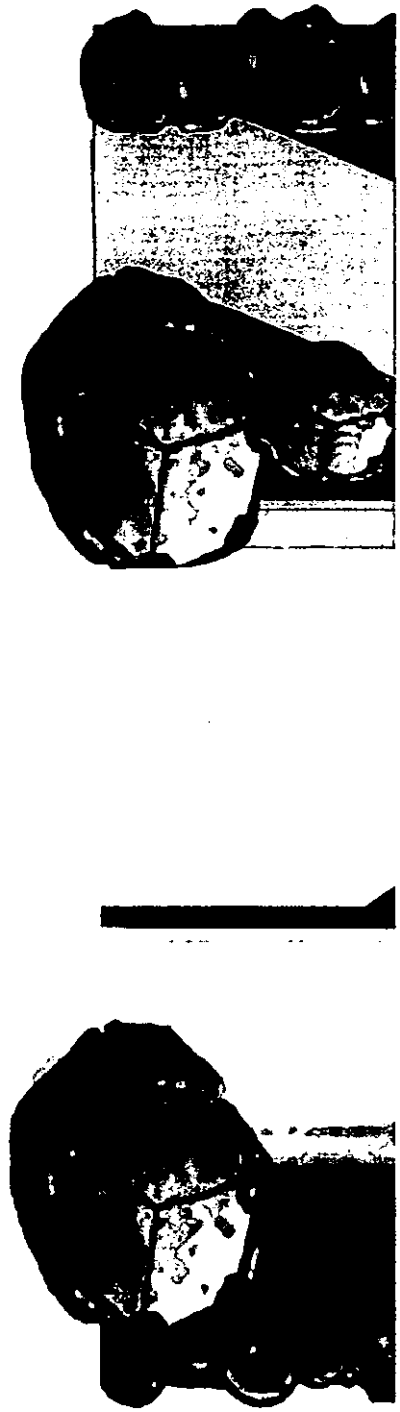
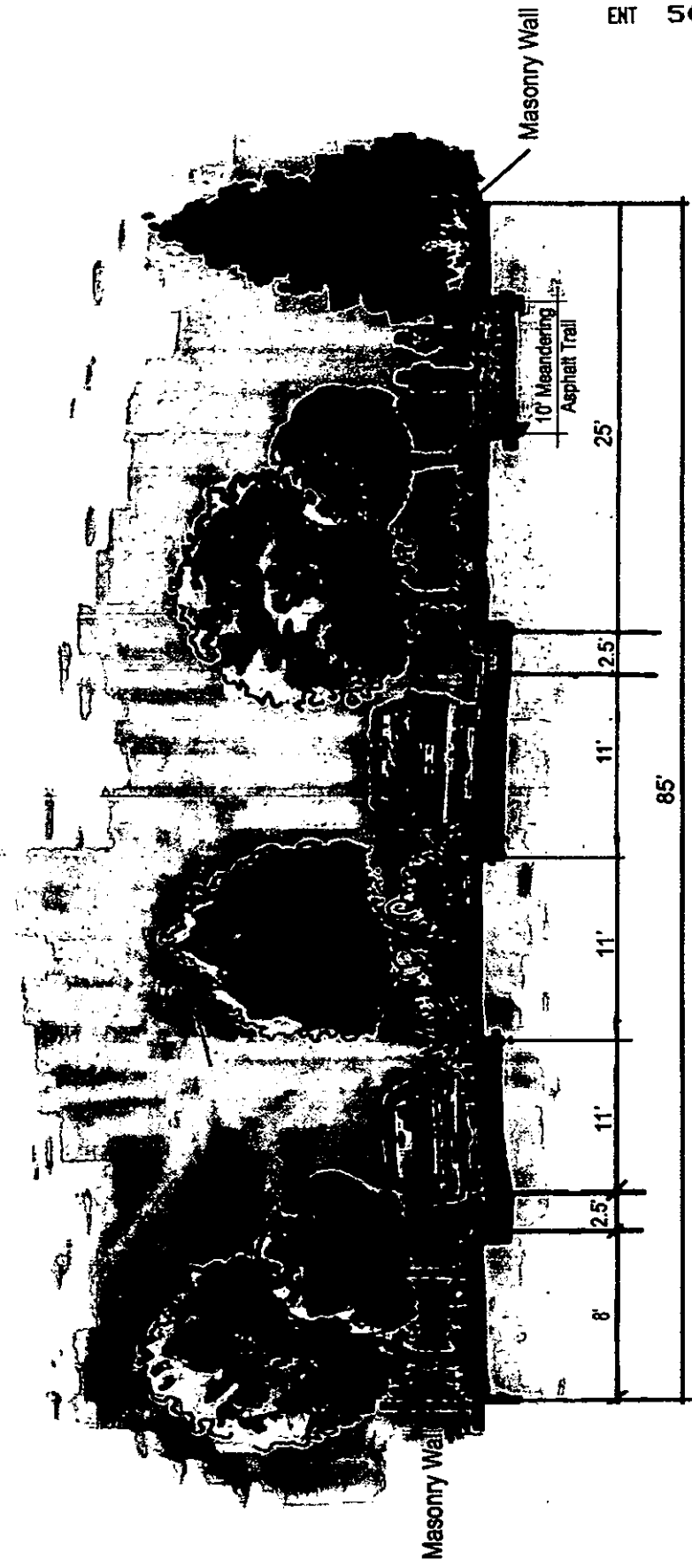
**6' Concrete Walkways**

**General Landscaping Notes:**  
Tree spacing 40 feet on center.  
Double-headed street lights  
as identified by the street  
light specifications.

# Exhibit H-1 Typical Boulevard Street Design Plan

Quantity, location, and degree of alternating elements to be determined at a later date.

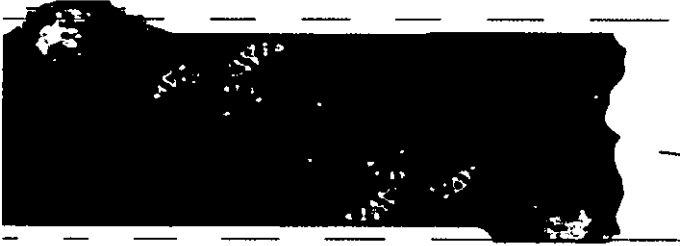
4-26-06  
RA







10' Meandering Asphalt Trail  
Minimum distance between trail  
meander and back of curb  
and/or wall is 4 feet.



Raised Landscaped Median



**General Landscaping Notes:**

Parkway landscaping to be comprised of a variety of trees, shrubs and turf.

Tree Spacing 40 feet on center.

Single-headed street lights as identified by the street light specifications.

Exhibit H-2

# Typical Parkway Street Design Plan

4-26-04  
RF

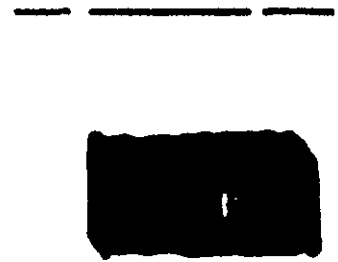
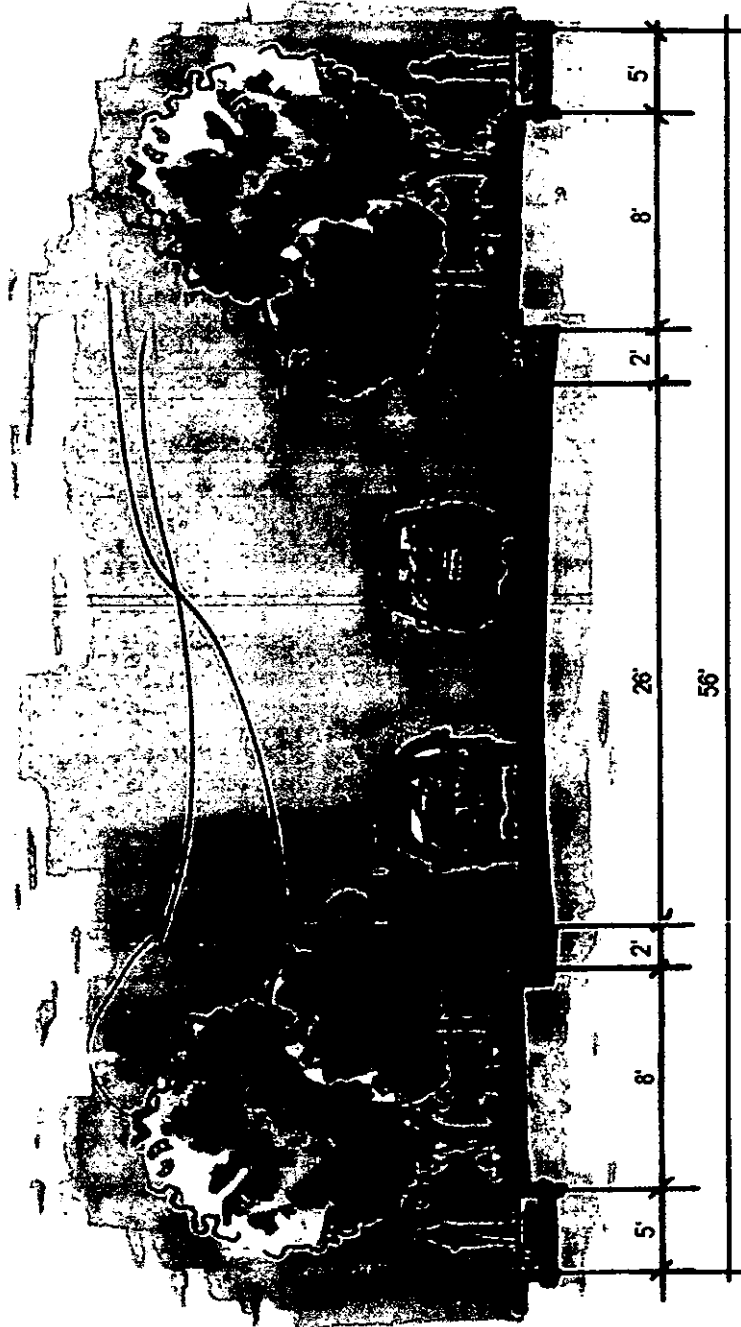
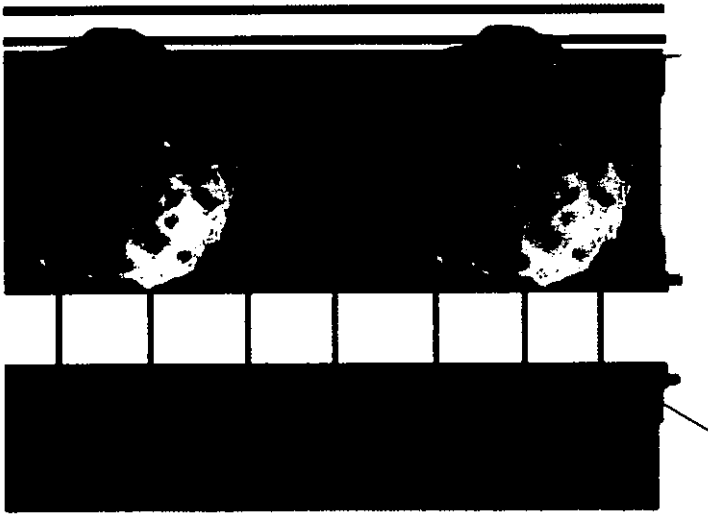
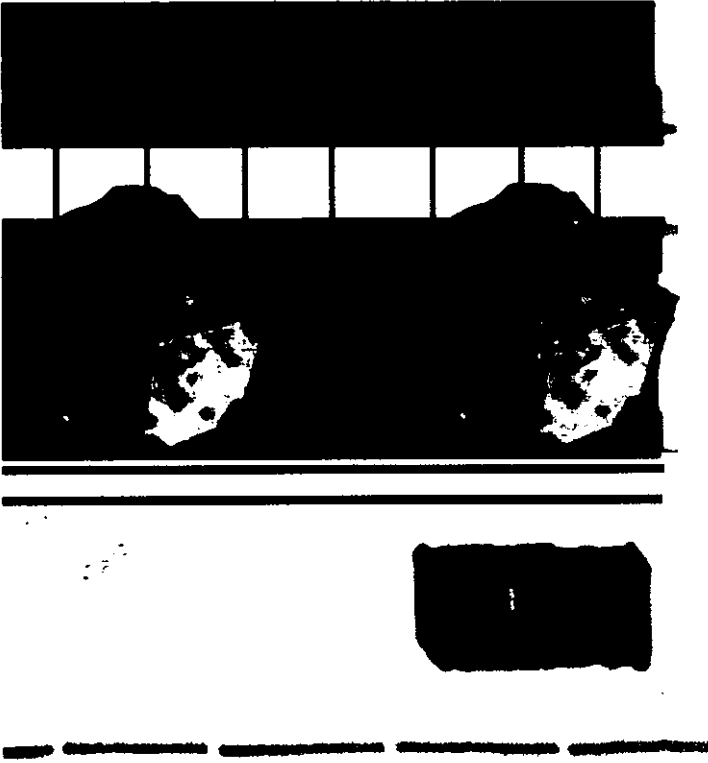


Exhibit H-3

# Typical Local Street Design Plan



5' Concrete Sidewalks

### General Landscaping Notes:

Two trees to be planted in the parkway for each lot.  
 Lots greater than 80 foot frontage shall  
 have one parkway tree planted every 40 feet.

*Handwritten notes:*  
 4-26-04  
 RA

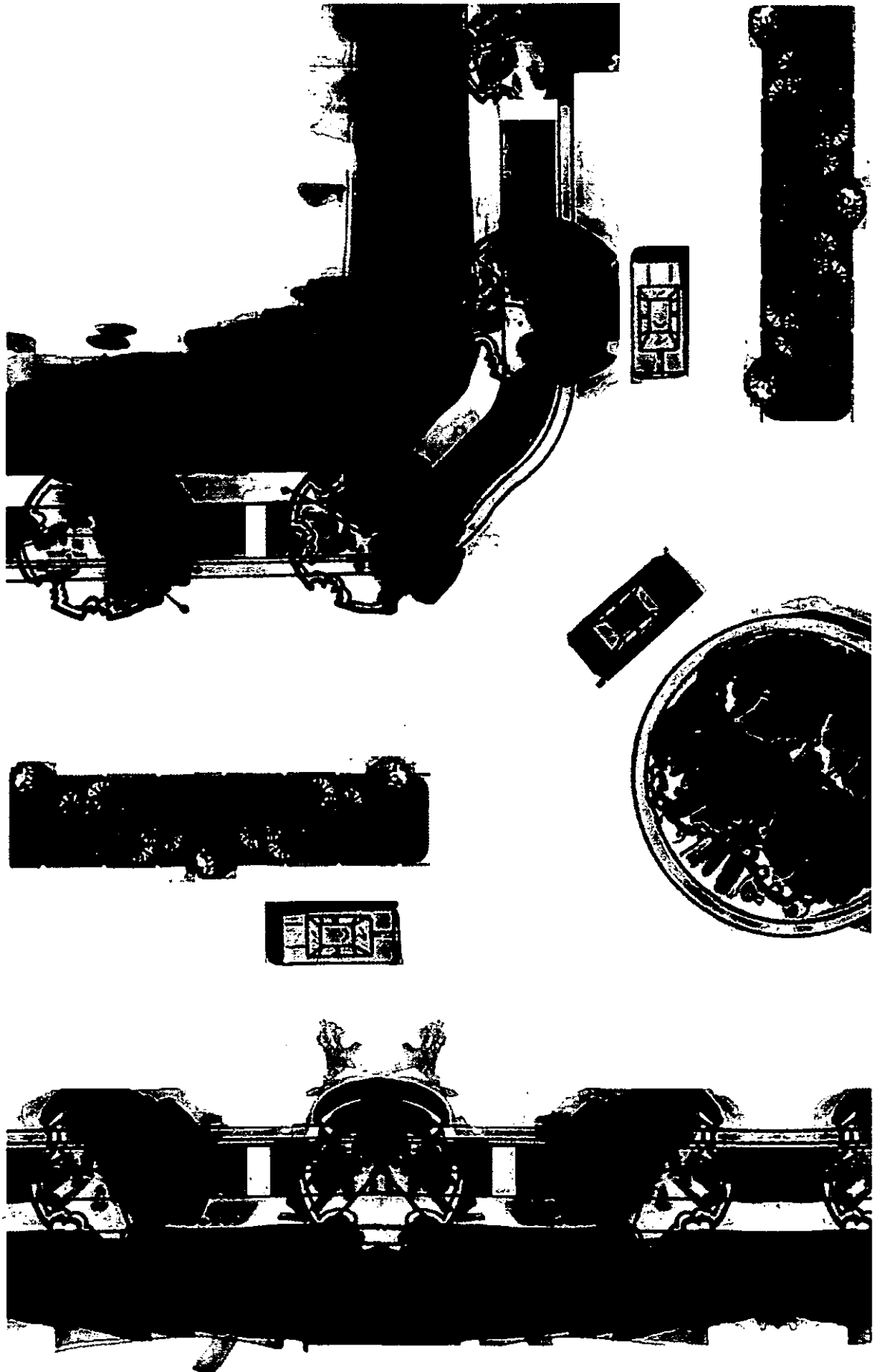
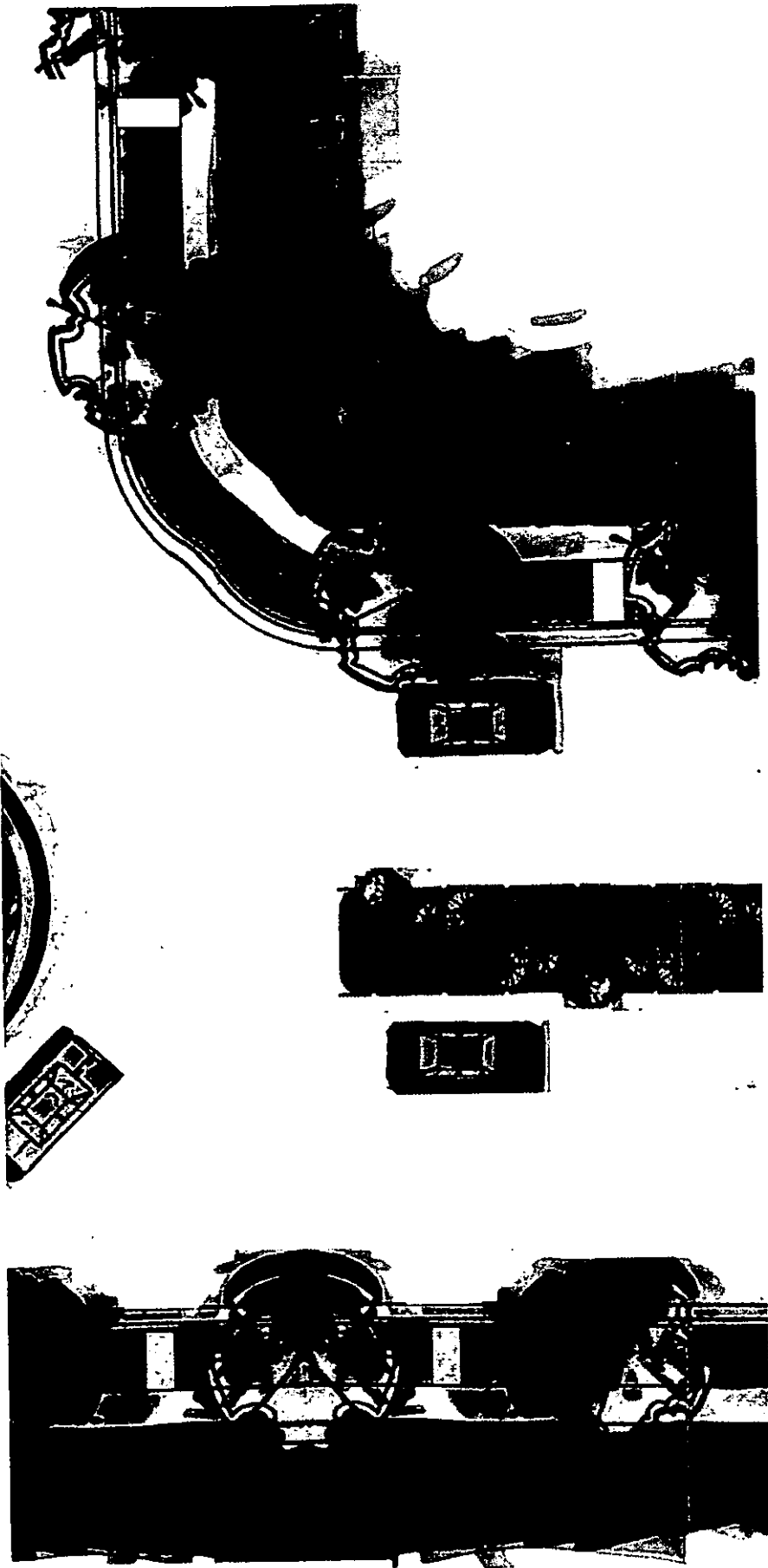
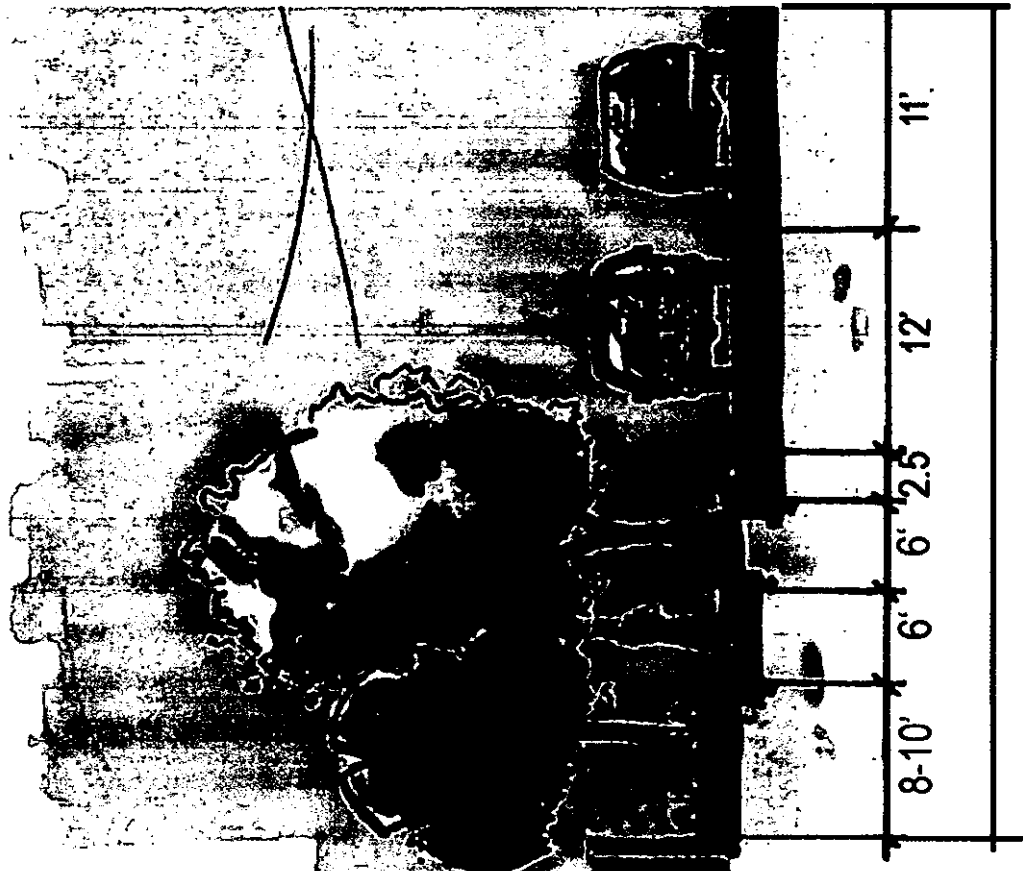


Exhibit H-4

# Typical Roundabout Design Plan



4-26-04  
RA



Masonry Wall

· Alternating  
Masonry Wall  
Fencing Locations  
and degree of  
alternating elements  
to be determined  
at a later date.



6' Concrete Walk

**General Landscaping Notes:**

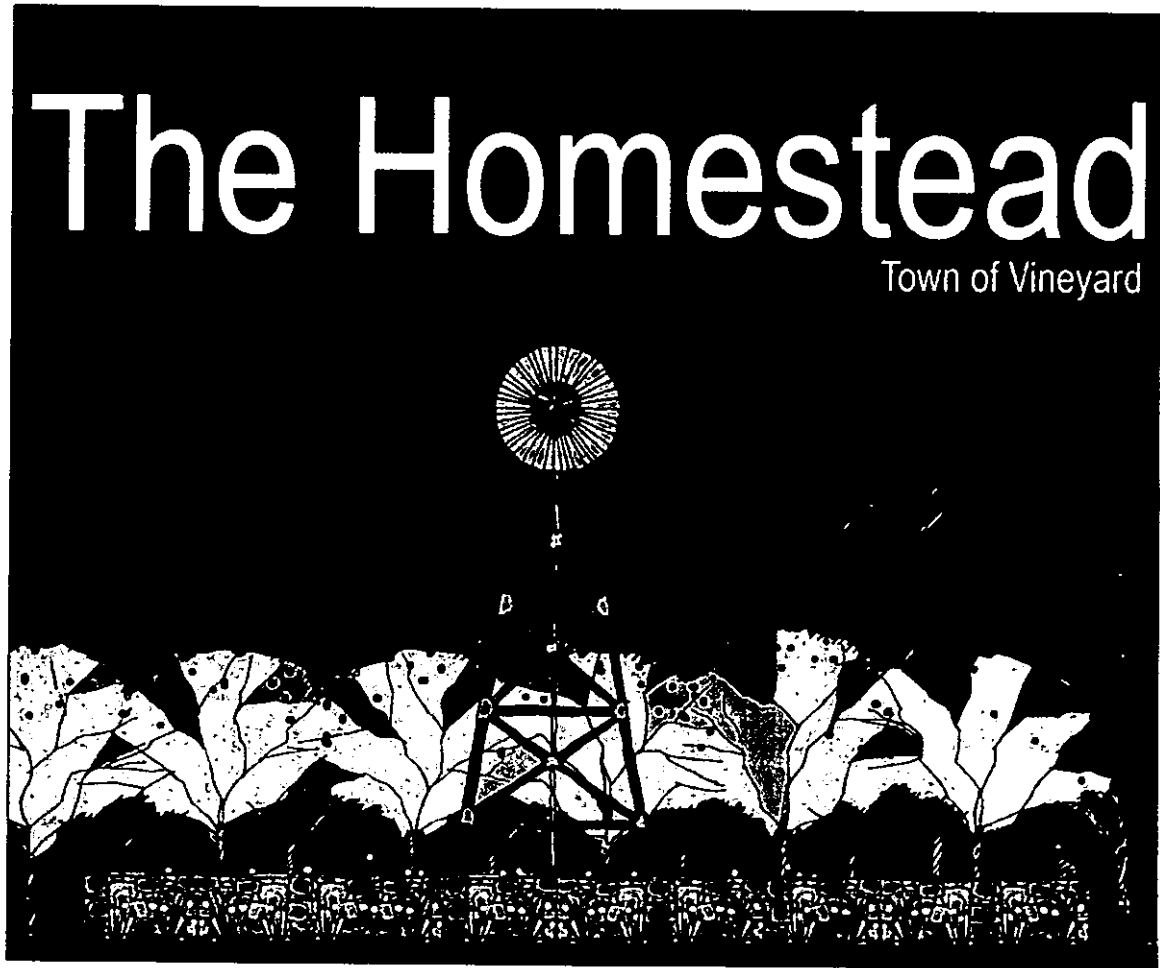
- Parkway landscaping to be comprised of trees, shrubs and turf.
- Median landscaping to be comprised of trees, shrubs and areas of decorative rock.
- Tree spacing 40 feet on center.

Exhibit H-5  
**Typical Vineyard Road  
Street Design Plan**

4-26-06  
PK







## Project and Design Requirements

January 31, 2006

4-26-06  
RT

## I. PROJECT and BUILDING DESIGN REQUIREMENTS

As a Project planned community, The Homestead includes community design requirements to insure that there is a continuity of design in the developed environment. The Homestead Project and Building Design Requirements are intended to foster and promote good design that complements the project goals.

### A. Community Design Theme

A community design theme is an important factor in developing a community where various related elements support and complement one another. The community design theme, or thematic approach, dictates the basis for important features such as massing, the size and scope of community design elements, and the types of materials used. The elements of the community design theme are carried throughout the development and establish the overall sense of identity.

The Homestead Project Plan overall theme is "Agricultural Heritage" which is defined as a theme that embodies design elements and themes that are comprised and constructed with the natural elements that dominate the area.

### B. Community-Wide Design Features

There are several design features that will be used community-wide. These elements establish the appearance and use of the community design theme elements that will be used throughout the community including the use on individual lots and homes.

#### 1. Entry Monuments

Entry monuments create the sense of arrival into a project planned community. They should not only tell, but show, the resident or visitor the thematic approach to community design that is part of the sense of community and place. Entry monuments should be substantial features to provide a neighborhood and its residents with a sense of arrival, place and community.

##### a. Community Entry

The community entry is to be located on a corner of Center Street Road and Geneva Road. The historical elements of Vineyard's agricultural heritage for this entry shall be a substantial functioning windmill with a height of sixty (60) feet as an entry identification and focal point. The use of the natural elements of stone, exposed wood, and tree and shrub planting, bring together the theme. (Illustrated in Exhibit J)

##### b. Sub-Area Entries

Sub-Area entries balance continuing the thematic design established by the project community entry with a sense of individuality for each neighborhood. The Homestead Project and Building Design Requirements provide the opportunity for each neighborhood to have a unique entry that complements the community entry. The neighborhood entries shall incorporate similar materials of stone, exposed wood, and landscaping as

the community entry. These entries shall be required to be approved by the Design Review Committee. (Illustrated in **Exhibit K**)

## 2. Streetscape Design

Second only to the entry monuments, the streetscape design plays an important role in the identity of the community and the appreciation of the community theme. Streetscapes are important because they serve as both the connection between areas outside the community and neighborhoods within. The most important feature in the design of the streetscape is to (1) minimize the effect of the hardscape of asphalt and concrete on the community environment and (2) encourage pedestrian access between neighborhoods and community features such as parks to reduce the use of the automobile for short intra-community trips.

Streetscape design begins with streetscape diversity. The combination of different elements including walking paths, landscaping, lighting, fencing, benches and other street furniture creates streetscape diversity. In addition, how the various streetscape elements are distributed as part of the street hierarchy also adds to the diversity of the streetscape.

### 1. Street Hierarchy

The arterial streets within The Homestead are divided into two widths, the Boulevard and the Parkway.

a. The Boulevard section will be used to improve Gammon Road from Vineyard Road to the UP& L power line corridor and the arterial street east and running north and south adjacent to power line corridor. **Exhibit H-1** is a cross section and plan view of the Boulevard. The plans include plans for both the hardscape section and the landscaped parkways.

b. The Parkway is intended to provide collector street access throughout the community and accommodate the Heritage Trail. The Project Plan Map illustrates the approximate location of the Parkway streets. **Exhibit H-2** is the cross section and overall plan for the Parkway.

c. **Exhibit H-3** is a cross section for the local residential street proposed for The Homesteads.

### 2. Round-about locations and design

It is anticipated that two (2) round-about traffic islands will be placed at critical intersections along the Boulevard. Final design and detailed dimensions of these round-about islands will be completed with final engineering plans for the Boulevard. General locations are provided by **Exhibit G** and general design is provided by **Exhibit H-4**.

### 3. Landscaping

The landscaping along the three widths of streets needs to accomplish two objectives. One, it needs to soften the impact of the street hardscape of asphalt and concrete on the community. The hardscape part of the streetscape principally services the movement of vehicles to, from and within the community. They are essential to the function of the community, but unless appropriately and sufficiently landscaped, they can detract from the livability of the community as well.

Second, the landscaping should create a pedestrian element to the streets where they are attractive and inviting to community residents to walk, run, bike and blade. When an arterial street has been designed using the landscaping to serve the dual purpose of accommodating both vehicular and pedestrian circulation, the street fully serves needs of community residents. **Exhibit L** is a typical street tree list for the community.

### 4. Street Lighting

The street lighting is a traditional pole and fixture to compliment the overall community theme. The light is black to blend with the natural surroundings. The fixture provides a full cut-off focused optical system to protect the value of the night sky. Locations and heights will be determined by a photometric study and final approval will be granted by the Design Review Committee. The style and detail of the street light is illustrated in **Exhibit M**.

### 5. Street Signage

The street signs to identify streets and for traffic control shall compliment the overall community theme. The pole is similar to the pole identified for the street light and black in color. The traffic control signs will be outlined with a black frame attached to the pole. A decorative arm will attach to the street identification sign to compliment the design of the street light. Locations and heights will be determined by the Design Review Committee. A typical street sign is identified in **Exhibit N**.

### 6. Historic Displays and Street Furniture

Displays of historic agricultural equipment, implements, and other public art or statuary will be placed at visible and/or accessible locations, including street rights-of-way, traffic roundabouts, pedestrian trails, and parks and open spaces. Other street furniture may be placed along streets and trails to enhance the overall design of the development with the appropriate types and locations determined by the Design Review Committee.

### 3. Fencing

Fencing is normally considered only an element used to separate different uses or spaces, such as in the case of streetscape, to separate the street area from private lots. However, when designed as an integral part of the streetscape,

fencing can provide another element that contributes to the design of the overall community. Agricultural style fencing including stone fences and walls, timber, post and rail fencing, masonry and wrought iron are encouraged.

The fencing along the Boulevard and Parkway streetscapes shall be masonry type, or other materials determined appropriate by the Design Review Committee with an alternating pattern to add visual interest along the streetscape. **Exhibit O** generally illustrates the appearance of the type of recommended fencing.

### C. Parks and Open Spaces

The Homestead includes several types of parks and open spaces that serve different purposes in the community. As a Project planned community, parks and open spaces are an important of the outdoor oriented lifestyle promoted by the community.

#### 1. Parks

It is contemplated that The Homestead will include two or three neighborhood parks from ½ acre and up. The location of these will established as part of the plat map phase of the land planning. It is anticipated these areas will be large open areas for active recreational use, but designed for low maintenance.

#### 2. The Heritage Trail

A significant element of The Homestead park network is the Heritage Trail. The Heritage Trail is a ten (10) foot wide meandering asphalt pedestrian trail or pathway with a minimum one hundred (100) foot radius or as determined by the Design Review Committee to provide interest while on the trail. The trail is located adjacent to arterial streets and stretching from Holdaway Road to the Utah Lake shore. The Heritage Trail is designed to provide recreational pedestrian access for community residents and area residents. As part of the trail experience, the developer intends to locate a few historical farm implements that are representative of the type of farming equipment used in years past on the property. An informational sign will also be located giving trail users background on the farm implements and how they were used on the local farms over the years. The Town is encouraged to continue to enhance the trail by adding additional farm implements as they become available. Placement of additional implements throughout the project and final designs of the trail will be determined by the Design Review Committee. **Exhibit H-2** is an illustration of a typical segment of the Heritage Trail.

#### 3. Holdaway Road Neighborhood Buffer

To insure that the development of The Homestead will have the least impact on the existing Holdaway Neighborhood, buffer areas have been established. The buffer area is intended to be landscaping including native grasses, shrubs, and trees to make the area more attractive and act as a suitable buffer area to current residents. A section of the Heritage Trail will be incorporated to make a link to the property owned by Vineyard Town adjacent to the current Orem City Park.

#### 4. Central Wetlands

In the center of the community is existing wetlands that shall be undeveloped and utilized as a public open space amenity. The area provides the community with an attractive, natural open space area that breaks up the proposed urban pattern of development. Limited access to the wetlands shall be on the north side of the wetlands where the Heritage Trail alignment will be. An observation area may be included within the wetland area. Coordination between local, state, and federal agencies will be required prior to any construction near the wetlands areas.

#### 5. Overhead Power line Area

A one-hundred twenty (120) foot overhead power line easement area is located parallel to the lakeshore separating the westerly one-quarter of the development from the majority of the community. The overhead power line runs the length of the property from north to south. It is anticipated that this area will continue to the north and south of The Homestead on adjacent properties.

It is anticipated that improvement may occur within the overhead power line area for recreational uses. It is possible the area under the overhead power lines may be used for storm water detention after more detailed review of engineering design and according the Town Engineer.

#### 6. Lake Shore Wetlands

A small portion of the lake shore wetlands is located within the community boundary. These areas will remain as they exist today and access within them will be limited to improved trails. At the end of the Heritage Trail a lake shore viewing area shall be constructed. Coordination of local, state, and federal agencies will be required to provide a detailed alignment, construction, and improvement along the Lakeshore Trail. **Exhibit P** is an illustration of the viewing area and trail improvement.

## II. ARCHITECTURAL DESIGN REQUIREMENTS

As a Project planned community, The Homestead includes architectural requirements to insure that there is a continuity of design in the developed environment. The Homestead Architectural Requirements are intended to foster and promote good design that complements the project goals and overall goals of the Town's General Plan and Land Use Ordinances.

Architectural styles are intended to promote a sense of design continuity throughout a community or neighborhood. Through the widespread use of architectural types, elements and materials, an architectural style visually ties together a community or neighborhood. However, an architectural style is not intended to foster sameness. While an architectural style suggests several features or elements that can be combined to create different homes that complement one another, the combination permits the lot owner to construct a home to personal tastes while complementing surrounding homes in the neighborhood. However, certain architectural styles would distract from the overall objective of The Homesteads and would be prohibited, such as ultra modern, subterranean, all glass structures, or other radical building designs.

The repetition of architectural designs and materials for single family dwellings is discouraged. No repetition of the exterior of any approved dwelling within the RE-20 zone will be permitted. In the R-1-10 zone, near repetitions of dwelling designs will be allowed, but exterior materials and color scheme shall be changed to encourage variety. However, no dwelling will be allowed to have the same exterior elevations within three (3) building lots located along a street from the nearest dwelling design that similarly matches another. Near repetitions of dwelling designs are allowed in the R-1-8 zone, however, no dwelling will be allowed to have the same exterior elevations within five (5) building lots located along a street from the nearest dwelling design that similarly matches another.

It is the expressed purpose of these requirements to promote a sense of design continuity between different elements of the community, entry monuments, landscaping, fencing, a variety of single family homes and multi-family homes, while at the same time encouraging individuality. To accomplish these two objectives, the elements of residential design are provided:

- a. Architectural Features
- b. Architectural Materials
- c. Architectural Hardware

All architectural designs for buildings are subject to a review and approval by the Design Review Committee.

### 1. Architectural Features

#### a. Forms and Massing

One-story and two-story homes are permitted, but are restricted to provide a minimum of ground floor space as provided within the Development Agreement as required by each Zoning District, exclusive of a garage, porch, balcony, patio, or deck and subject to zone designation.

Front elevations shall contain at least one alternating form found along different planes to create shadows including multiple vertical and horizontal breaks. The front elevation forms shall include features such as at least one exposed gable perpendicular to the street.

**b. Rooflines and Pitch**

Front elevations shall contain a minimum of two rooflines designed at different heights. The majority of roof pitch elements should be a minimum of 6:12. Long continuous rooflines parallel to the street should not be permitted. Eaves and overhangs shall be large enough to create noticeable shadows, approximately 12 inches to 18 inches in size. Two story front elevations divided by a first story partial roof or similar feature are encouraged.

**c. Design Elements**

All buildings shall incorporate an agricultural heritage architectural theme and provide varying design elements that may include cornices, pop-outs, boxed window openings, covered walkways, verandahs, porches, trellises and other design features to add visual interest, attractiveness, and avoid repetition of building styles and designs.

**d. Entries**

Entries and front door areas shall be readily distinguishable from the street. Wood or wood-like trim shall be used around front entry doors. Similar size stucco reveals can be used in lieu of. Accent windows may be over front entry areas to highlight the area.

**e. Windows**

Windows shall be used to divide large surface areas. Front elevation windows may incorporate simulated multiple pane designs. One or more of the additional wood or wood-like window elements such as a header accent trim, pot shelves and/or shutters are encouraged to be used on the front elevation. Windows should not be highly reflective. Bay windows, particularly on first floor windows, and other accent windows are highly encouraged.

**f. Garages**

Two car enclosed garages are required. Garages are encouraged to be located on the side or rear of the house if possible. If facing the street, the design and materials used should be complementary to the structure. Sectional garage door design shall complement the architectural style of the house. For three car garages, the front of the third garage space shall be on a different plane of a minimum 3' offset of the main garage entrance. Sectional garage doors with windows are encouraged.



**g. Lighting**

Wall mounted or recessed ceiling house lighting shall be used to highlight entry elements. All home lighting shall be adequately shielded to not directly shine on an adjacent property or street. Yard lighting is encouraged to highlight driveways and walkways.

**h. Fencing**

The fencing materials along the perimeters of the open spaces, if applicable, shall be black wrought iron, black coated chain link, or as determined by the Design Review Committee to enhance the natural environment of the open space.

Other fencing materials such as wrought iron, brick, masonry, or wood may be used to separate individual building lots; but solid white vinyl, chain link, or other wire fencing is prohibited. All fences should be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.

**i. Front Yard Landscaping**

The home builder shall establish a program by which the front yard landscaping, including an automatic irrigation system shall be installed within nine months of occupancy. Front yard landscaping shall include a mixture of turf, groundcovers, shrubs or trees.

Street trees planted shall be from the list of approved trees. The developer shall be responsible for ensuring that the street tree assigned to the specific neighborhood is planted. Lots less than 60 feet in width shall have two (2) street trees planted in the park strip. Lots greater than 60 feet shall have one (1) tree for each 30 feet. Where park strip frontages are minimal such as on cul-de-sacs, required street trees may be a smaller type of the same or similar tree to the trees required along the same street. The developer is required to provide a bond for two (2) years for park strip trees. If a tree dies after the guarantee period, it shall be the homeowner's responsibility to replace the tree with the same type and caliper of tree originally planted.

**2. Architectural Materials****a. Exterior Materials and Finish**

The exterior construction of a dwelling should generally consist of natural materials that blend and are compatible with the surrounding area. Colors shall be grays, browns, greens, tans, and other similar earth tones. The exterior construction materials will be a required minimum of 40% of brick or stone on the front. No aluminum or vinyl siding will be allowed. A consistent level of detail and finish on all sides of buildings shall be provided.

4-26-06  
RT

**3. Architectural Hardware**

**a. Air Conditioning Units and Evaporative Coolers**

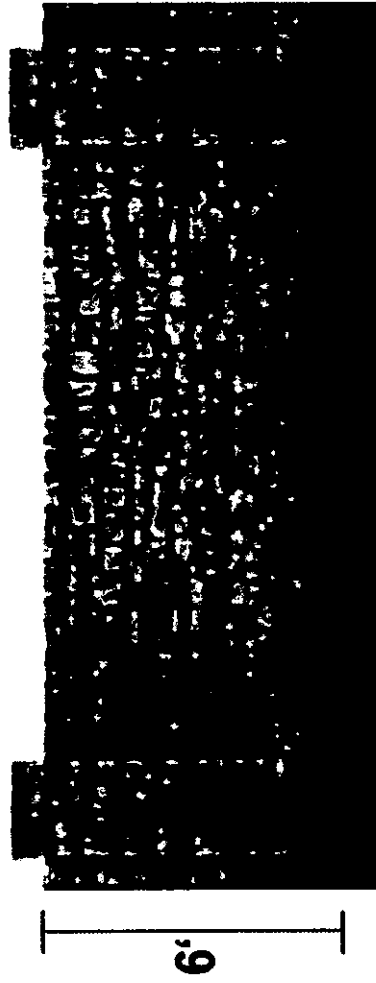
Air conditioning units and evaporative coolers, if placed on the roof, shall be out of view from the street in front of the home. Window air conditioning or evaporative cooler units are not permitted. Ground level air conditioning units shall be outside of the front yard.

**b. Antennas and Satellite Dishes**

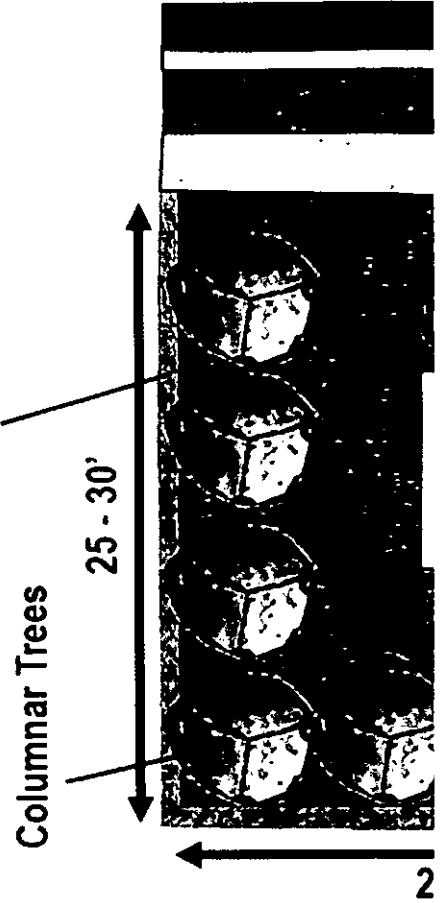
Antennas and small satellite dishes should be placed out of view from the street. Large ground mounted satellite dishes are not permitted.

4-26-06  
RT

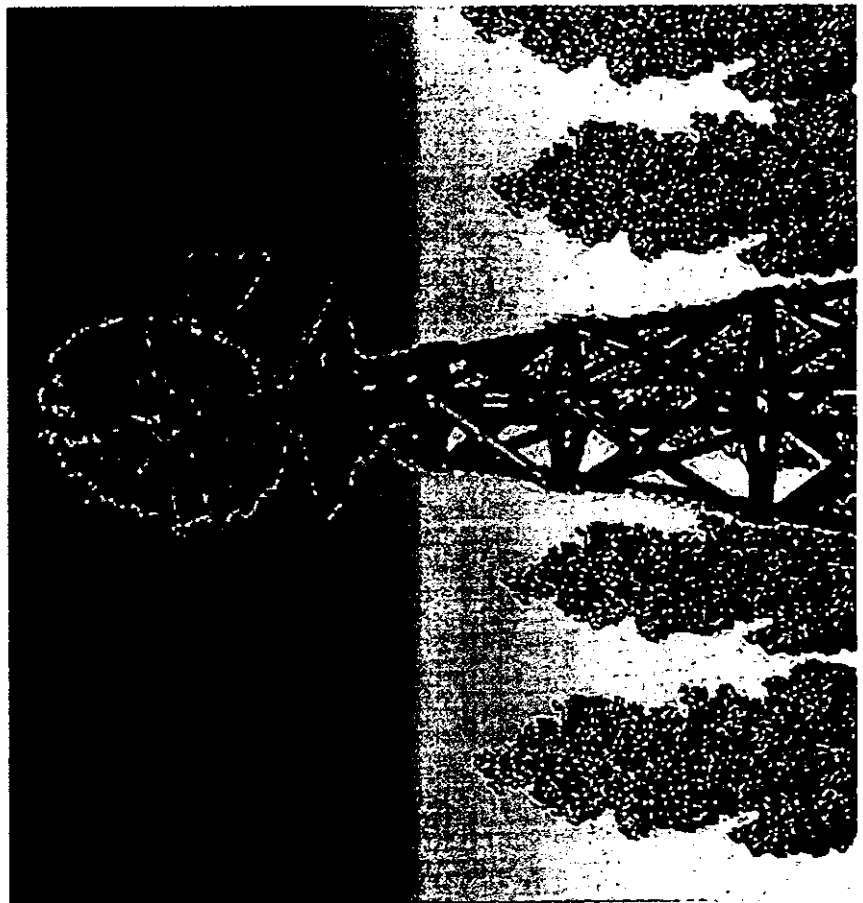


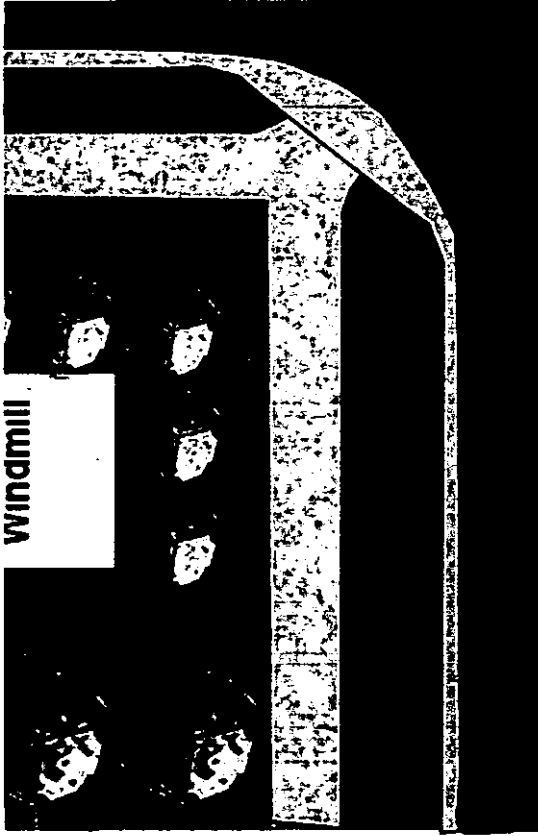
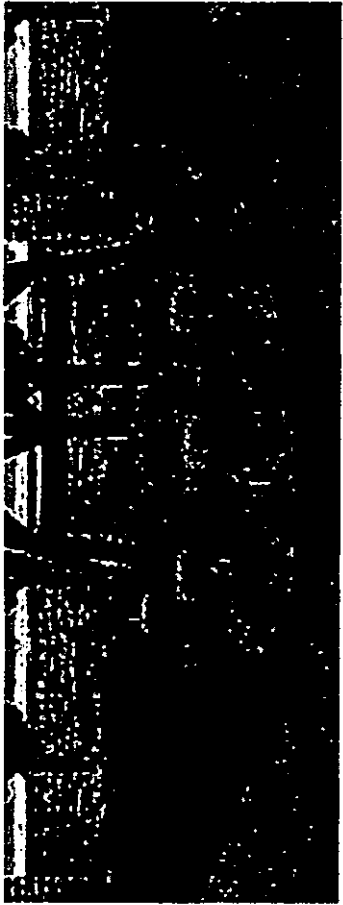


Example of Entry Feature Wall



Columnar Trees





**Materials to Include:**

- Exposed Wood
- Stacked Stone
- Metal

**Landscaping to Include:**

- Decorative Lighting
- Irrigation System
- Variety of Shrubs, Flowers and other Plants

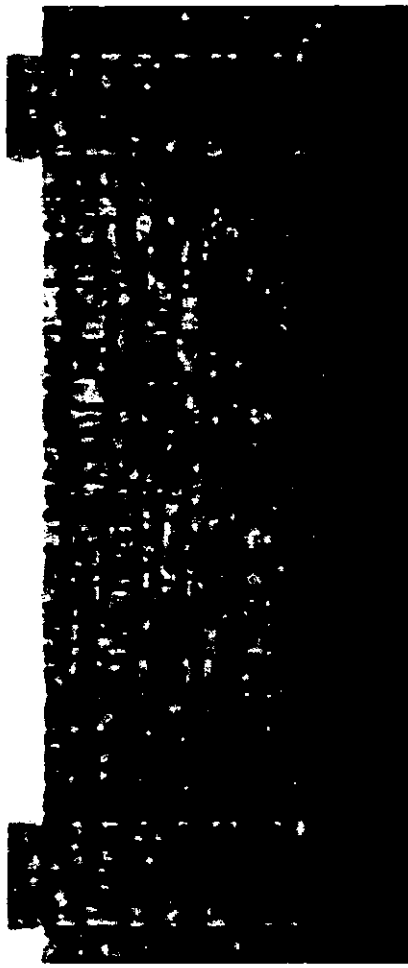
**Windmill Details**

- Approximately 60' in Height
- To Incorporate the Name of Vineyard Town on It

4-26-04  
R

# Exhibit J Windmill Project and Community Entry

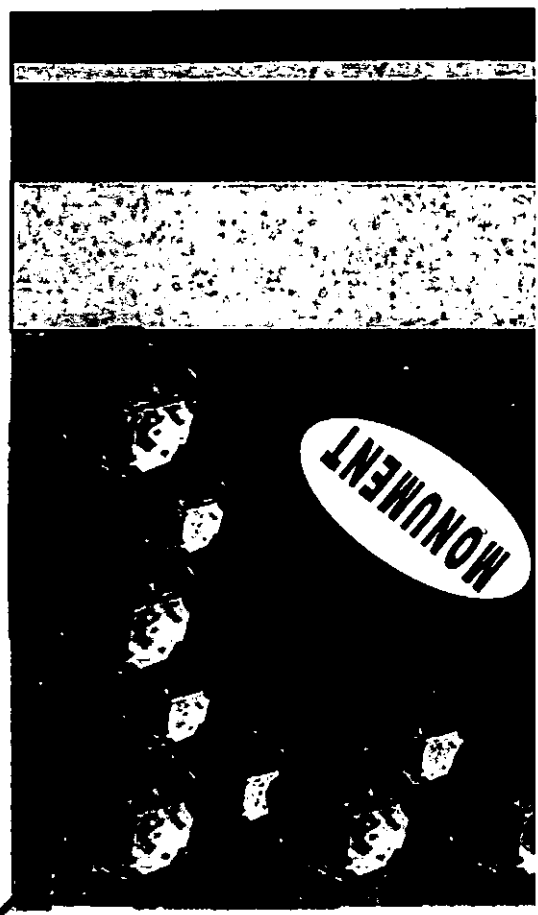
ENT 50956:2006 PG 86 of 112



6'

Example of Entry Feature Wall

12'-20'



12'-20'

## Monument Details

Similar Materials to the

Project Entry Feature Including:

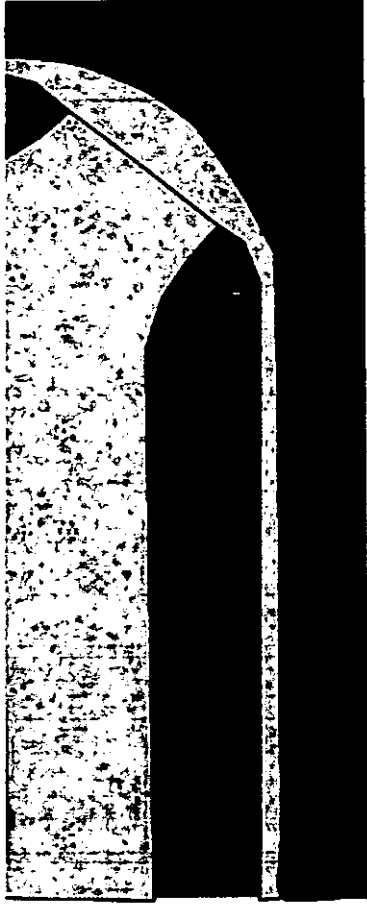
- Exposed Wood
  - Stone
  - Metal
  - Landscaping
  - Use of Decorative Lighting
- Sub-Area Entry Monument to be at Least 4' by 8'

## General Notes:

- Entries to be on Both Sides of Road
- Landscaping to Include Irrigation System
- Sub-Area Street Tree to be Incorporated into Landscaping of Entry
- Wall and Monument to be Made of Similar Stone

*Handwritten signature and initials*

# Exhibit K Sub-Area Entry Features







**Exhibit L**  
**Approved Street Tree and Planting List**

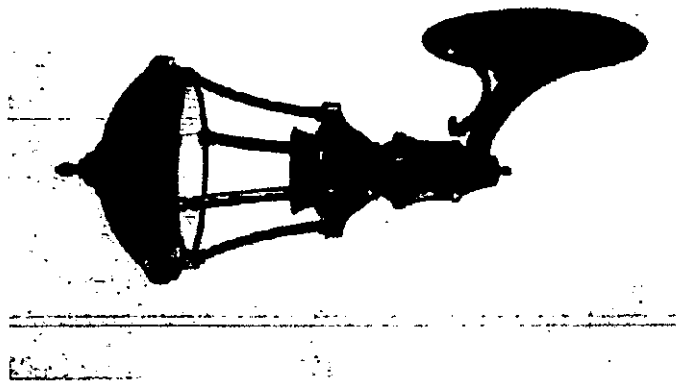
<b>Botanical Name</b>	<b>Common Name</b>	<b>Height/Spread</b>
<b>Shade Trees – Principally For Neighborhood Streets</b>		
Acer freemanii 'Jeffersred'	Autumn Blaze	50' x 40'
Acer Negundo 'Sensation'	Box Elder	35' x 25'
Acer platanoides cultivars	Norway Maple	
cv. 'Deborah'	Deborah Maple	45' x 40'
cv. 'Emerald Queen'	Emerald Queen	50' x 40'
cv. 'Crimson King'	Crimson King Maple	40' x 35'
cv. 'Columnar'	Columnar Maple	35' x 15'
Acer truncatum x A. platanoides 'Keithsform'	Norwegian Sunset Maple	35' x 25'
Celtis occidentalis	Common Hackberry	45' x 35'
Fraxinus Species	Ash Species	40' x 25'
Pyrus calleryana	Flowering Pear	
cv. Aristocrat'	Aristocrat Pear	40' x 28'
cv. Redspire	Redspire Pear	35' x 25'
cv. Capital	Capital Pear	35' x 25'
Ulmus parvifolia 'Allee'	Allee Elm	50' x 35'
Zelkova serrata	Zelkova	
cv. 'Green Vase'	Green Vase Zelkova'	50' x 40'
cv. 'Musashino'	Musashino Zelkova	45' x 20'
cv. Village Green'	Village Green Zelkova	40' x 38'
<b>Ornamental Trees – Principally For Boulevard and Parkways</b>		
Acer tataricum	Tatarian Maple	25' x 20'
Cercis canadensis	Eastern Redbud	25' x 30'
Cercis Canadensis 'Forest Pansy'	Forest Pansy Redbud	20' x 25'
Crataegus crus-galli 'Inermis'	Thornless Cockspur Hawthorn	25' x 25'
Crataegus phaenopyrum	Washington Hawthorn	25' x 20'
Koelreuteria paniculata	Goldenrain Tree	25' x 20'
Malus 'Spring Snow'	Spring Snow Crabapple	25' x 22'
Prunus virginiana 'Canada Red'	Canada Red Chokecherry	25' x 20'
Quercus Robur 'Fastigiata'	Crimson Spire Oak	35' x 15'
<b>Evergreen Trees</b>		
Abies lasiocarpa arizonica	Corkbark Fir	30' x 12'
Pinus flexilis	Limber Pine	30' x 15'
Pinus Negri	Austrian Pine	30' x 15'

This street tree list is not intended to be definitive, but it is anticipated that it will be updated as more information about the viability of various trees is better known.

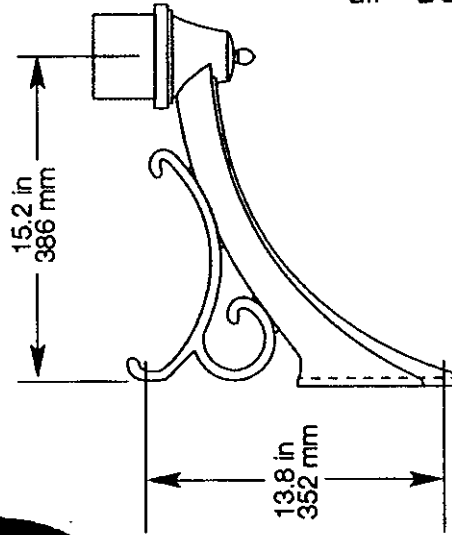
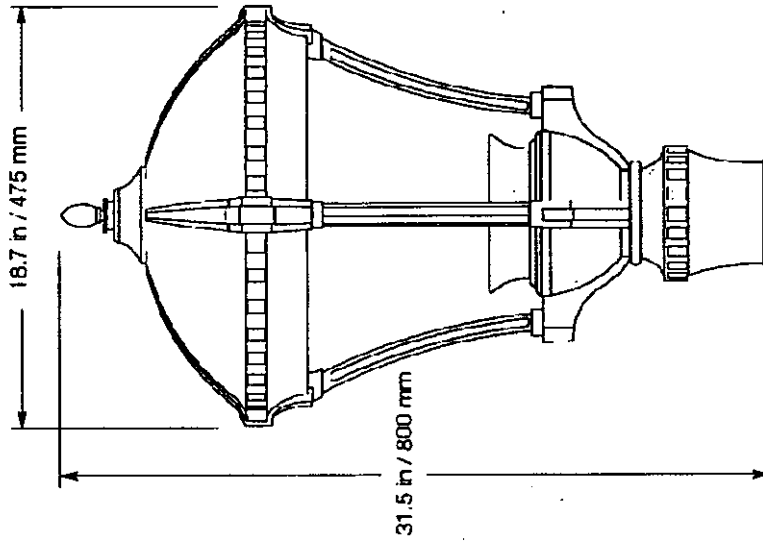
4-26-06  
 [Signature]



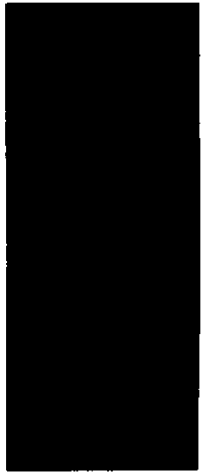
# Providence™



Weight: 29lbs. EPA: 1.30

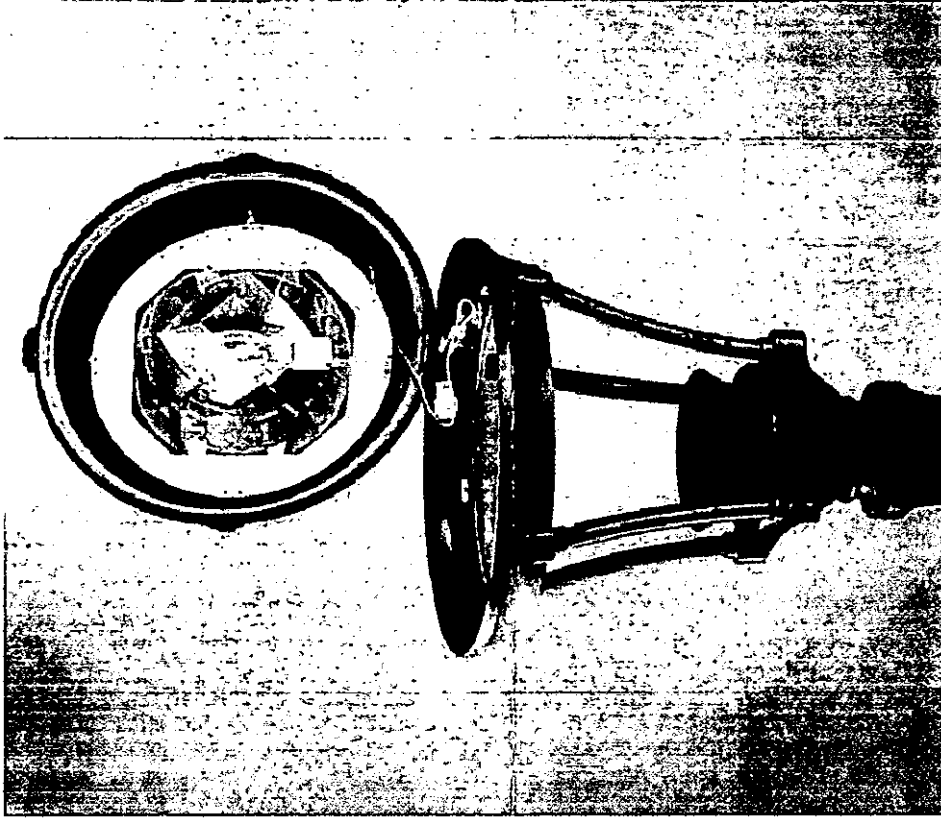


**175MH**      175 watt metal halide 120/208/240/277 volt ballast.



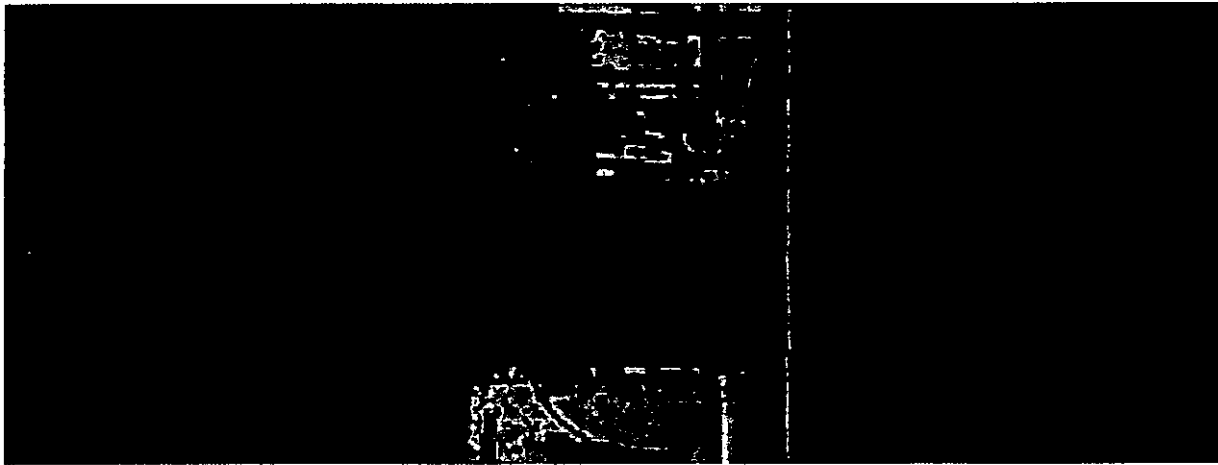
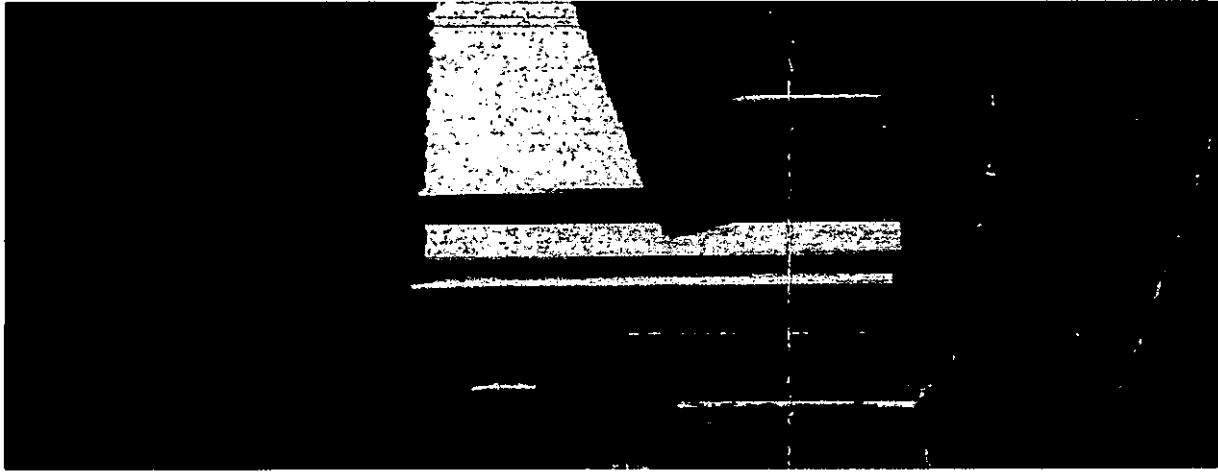
### REFLECTOR MODELS - REFLECTOR/LAMP

The upper lamp housing shall be die cast aluminum. The internal reflector module is sealed from the outer housing with a molded silicone gasket. The tempered glass lens shall be sealed to the housing with a silicone gasket. One stainless steel latch shall release the door to allow access the lamp.



ENT 50956:2006 P6 93 of 112

## Exhibit M Typical Street Lighting



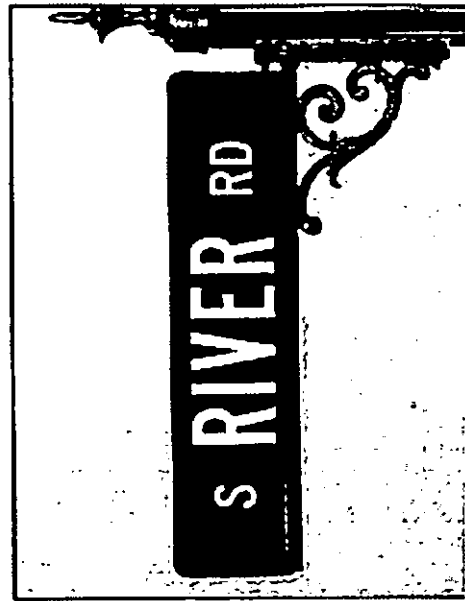
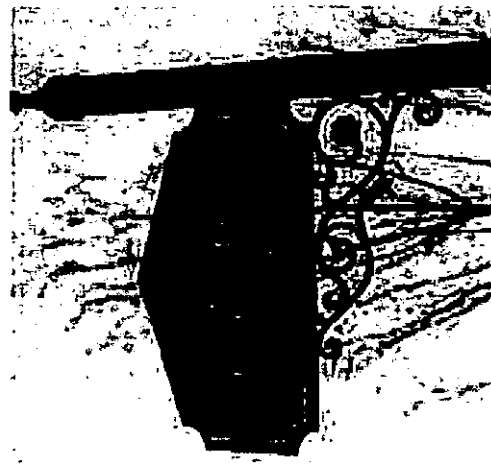
Architectural Area Lighting  
14249 Artesia Blvd / La Mirada, CA 90638  
714.994.2700 / fax 714.994.0522 / [www.aal.net](http://www.aal.net)  
Design patents, Copyright 2005.

*Handwritten initials and a signature.*



# SYERNBERG LIGHTING

## STREET SIGNS Various Styles



# STREET SIGNS WITH VINYL LETTERS

Aluminum Blade or Cast Aluminum with Vinyl Letters	VINYL BACKGROUND COLOR	SPECIFY STREET NAME	SIGN POST	Specify Above Grade Height	Street Sign Orientation (For Side Mount Only)	POST CAP	POST FINISH
B246 Broadway Side Mount	G - Green w/ White Letters	XXXX	FP - Fluted P - Smooth		O-90 - Offset 90°	BCC	BK - Black PG - Park
D2-246 Drake Twin Post Top	BK - Black w/ White Letters		11FP - Fluted		I-90 - Inline 90°	AC	Green
R306 30"			11P - Smooth		O-SO - Offset - Specify°		ABZ - Arch. Med Bronze
R376 37"			36FP - Fluted		I-SI - Inline - Specify°		VG - Verde Green
D306 30"			36P - Smooth				SI - Swedish Iron
D376 37"			41FP - Fluted				
OV306 30"			41P - Smooth				
OV376 37"			45FP - Fluted				
			45P - Smooth				
			50FP - Fluted				
			50P - Smooth				
			61FP - Fluted				
			61P - Smooth				

Posts for Anchor Bolt Installation are also available. See Sternberg full line catalog.

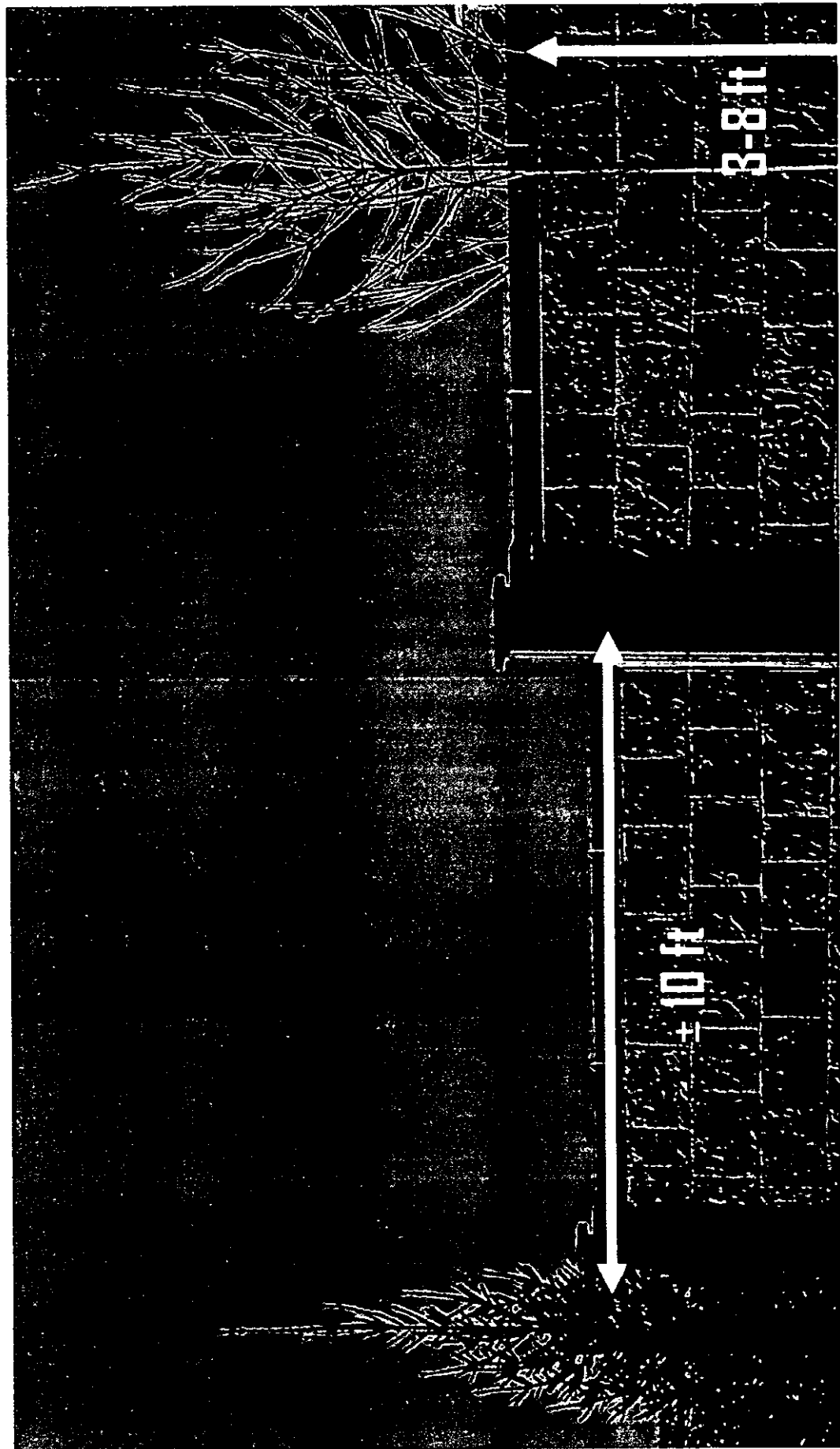
XXX = Custom Name To Be Determined - Please Specify  
 --- = Height To Be Determined - Please Specify  
 --- = Sign Orientation To Be Determined - Please Specify

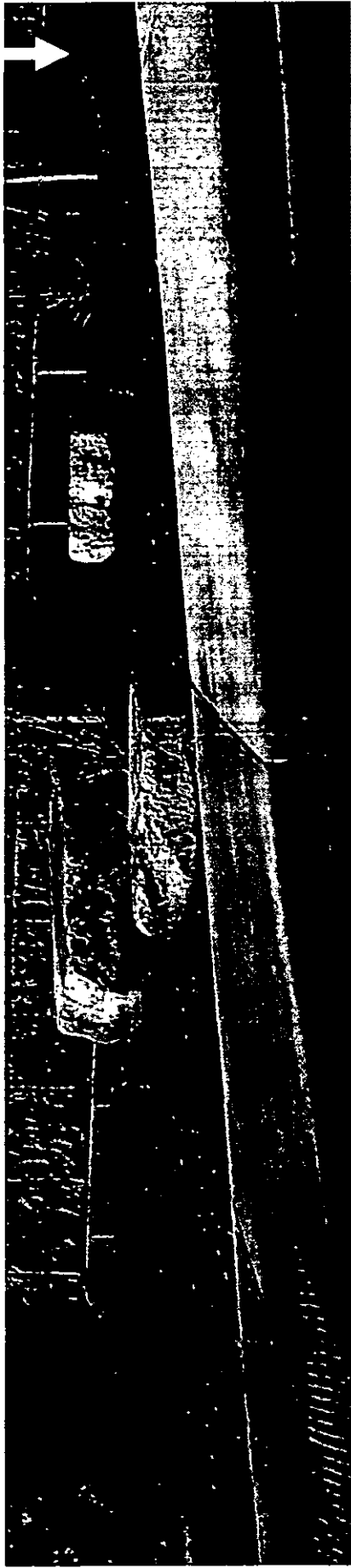
Exhibit N  
 Typical Street Signage

4-28-06









Variable Wall Height and Section Width  
Will Differ based Upon the Location of the Wall  
and the Adjacent Uses

## Exhibit 0 Streetscape Fencing Design Detail

**General Notes:**  
Example of an Acceptable Decorative  
Pre-Cast Concrete Masonry Wall.  
Identical on Both Sides

*Handwritten signature:*  
4-26-06  
RK



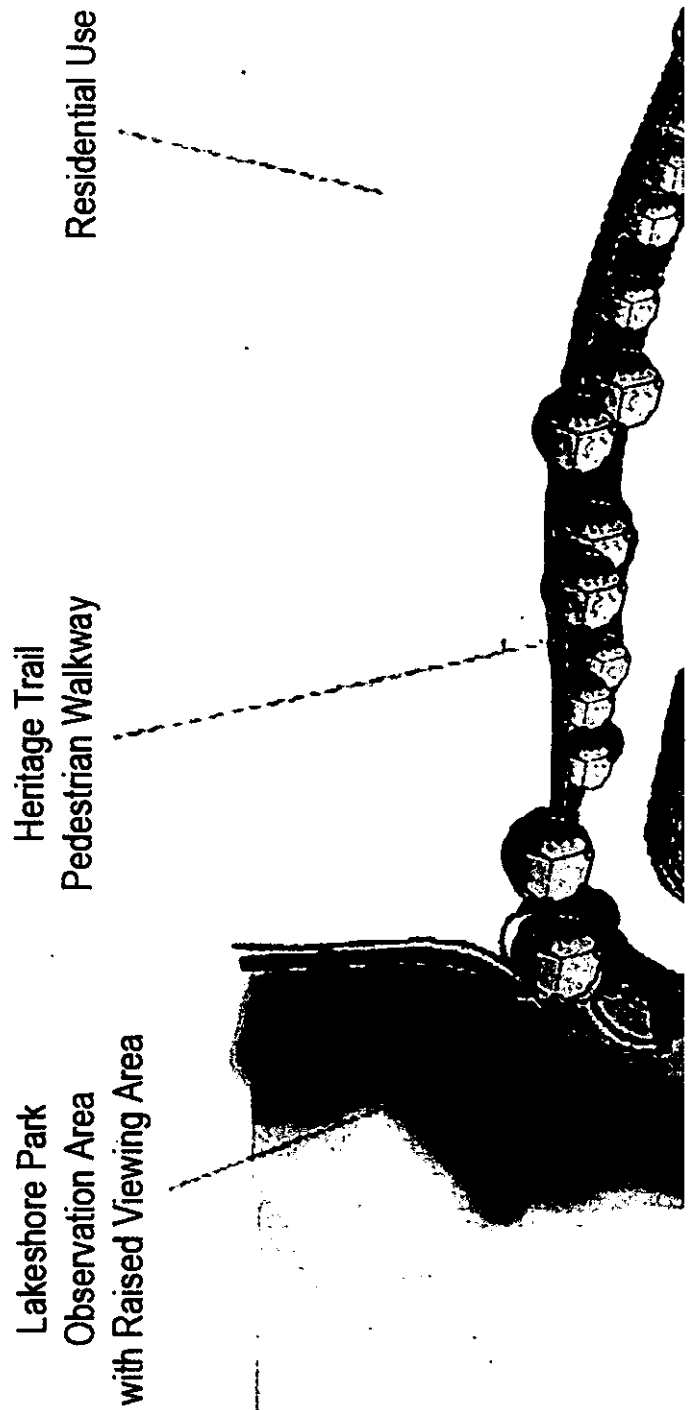
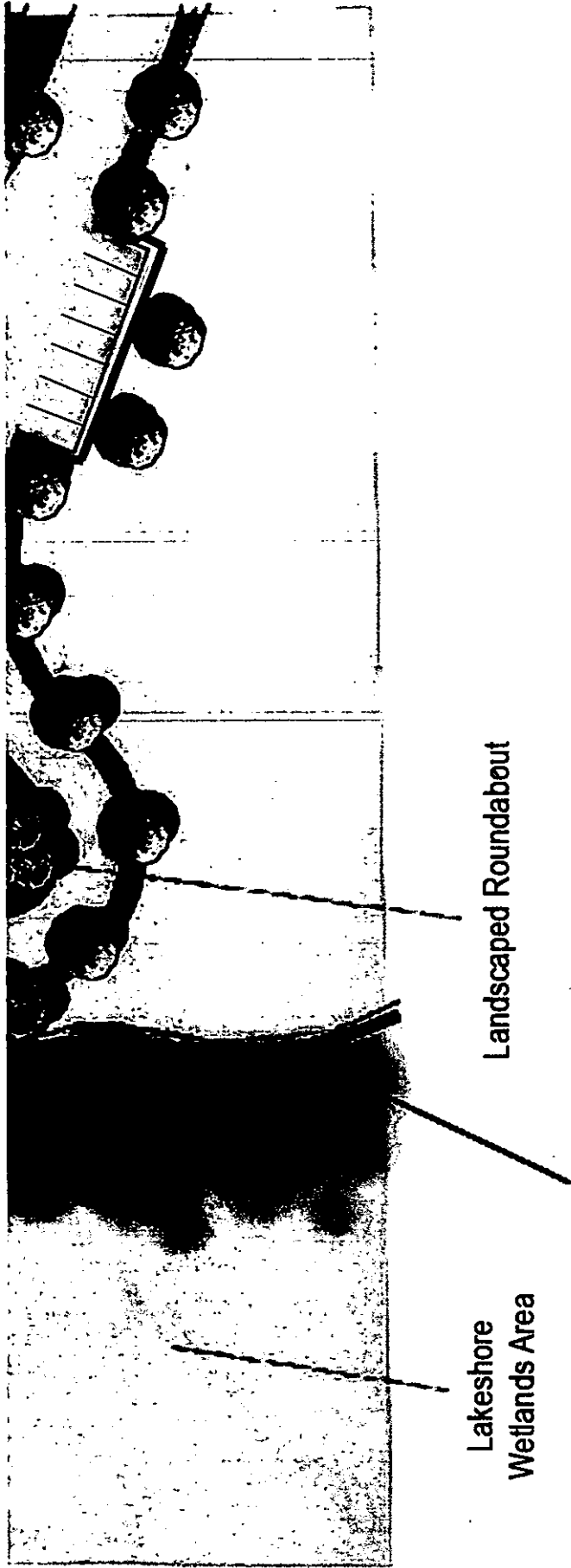


Exhibit P

# Lakeshore Trail and Overlook Design Detail



Lakeshore  
Wetlands Area

Landscaped Roundabout

Lakeshore Trail  
10' Asphalt Trail

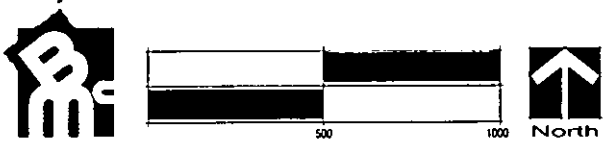
4-26-06  
RA



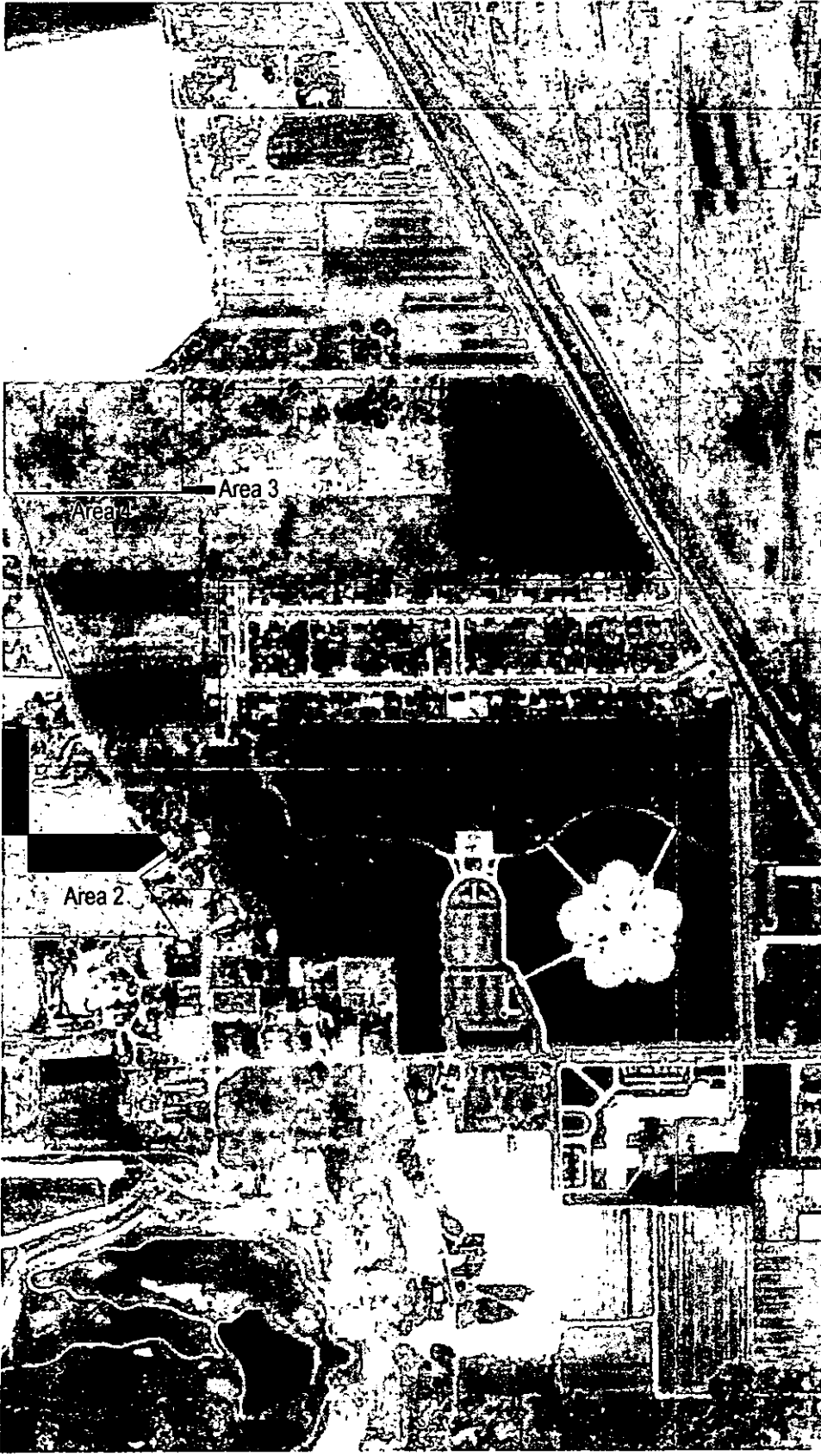


Area

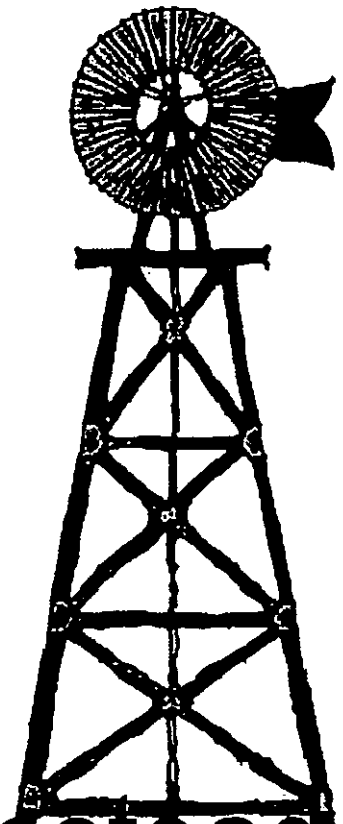
Yellow areas currently outside the project boundary are likely to be traded for red areas currently inside the project boundary at a later date.







Areas Outside  
Areas Inside



# The Homestead

Exhibit Q

4-26-06  
RF

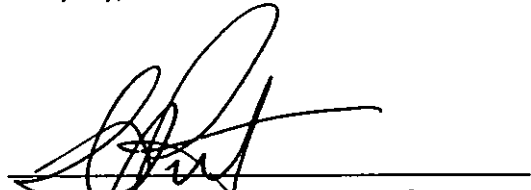


The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

Vineyard Farms Development Company, LLC, a Utah Limited Liability Company or erroneously Vineyard Farms Development, LLC which owns 100% interest in Utah County Parcels: 18:019:0009, 18:019:0008, 18:019:0006, 18:020:0008, and 18:015:0065.

VINEYARD FARMS DEVELOPMENT COMPANY, LLC, a Utah Limited Liability Company which also acquired title of record as VINEYARD FARMS DEVELOPMENT, LLC

BY: DESERET DEVELOPMENT HOLDING COMPANY, LLC, a Utah Limited Liability Company, its Member

  
BY: Glen R Pettit *manager LLC*

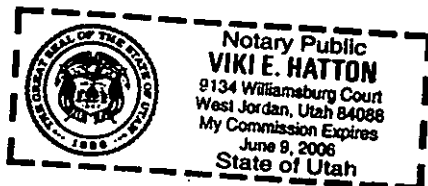
State of Utah

County of Salt Lake

On the 31st day of January, 2006, personally appeared before me Glen R Pettit who being duly sworn did say that he is the manager of DESERET DEVELOPMENT HOLDING COMPANY, LLC, a Utah Limited Liability Company, which is the member of VINEYARD FARMS DEVELOPMENT COMPANY, LLC, a Utah Limited Liability Company also known of record as VINEYARD FARMS DEVELOPMENT, LLC, and that said instrument was signed in behalf of said limited liability companies by authority and said Glen R Pettit acknowledged to me that he, as such manager, executed the same in the name of the limited liability companies.

  
Notary Public

My Commission Expires:  
Residing At:



The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

Thomas Dorrance Peterson and Sandra Lynn Peterson, Co Trustees under Declaration of Trust dated May 9, 1987 which has an undivided 1/3 interest in Utah County Parcels: 18:015:0073, 18:015:0035, 18:015:0074, 18:016:0005, 18:015:0060, 18:020:0006, 18:015:0038 and 18:015:0058.

DECLARATION OF TRUST dated May 9, 1987

*Thomas Dorrance Peterson*  
By Thomas Dorrance Peterson, Co-Trustee

*Sandra Lynn Peterson*  
By Sandra Lynn Peterson, Co-Trustee

STATE OF *(California)*

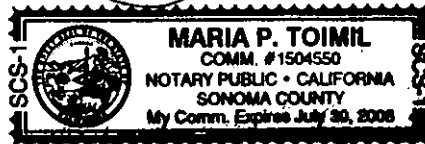
)ss.

COUNTY OF *(Sonoma)*

On the 28<sup>th</sup> day of January, 2006, personally appeared before me THOMAS DORRANCE PETERSON and SAUNDRA LYNN PETERSON, Co-Trustees of under DECLARATION OF TRUST dated May 9, 1987, the signers of the above instrument, who duly acknowledged to me that they executed the same in their capacities as indicated.

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: July 30, 2008  
Residing at: 202 West Napa St.  
Sonoma, CA 95476



The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

HSS HOLDING Co., LLC as to an undivided 90% interest in Utah County Parcel: 18:018:0052

HSS HOLDING COMPANY, L.C., a Utah limited liability company who acquired title as HSS HOLDING CO., LLC

Howard Spurrier  
By: HOWARD S. SPURRIER (MANAGER)

State of Utah

County of Salt Lake

On the 30<sup>th</sup> day of JANUARY, 2006, personally appeared before me HOWARD S. SPURRIER who being duly sworn did say that they are the MANAGER of HSS HOLDING COMPANY, L.C., a Utah limited liability company, and that said instrument was signed in behalf of said limited liability company by authority and said HOWARD S. SPURRIER acknowledged to me that they, as such MANAGER, executed the same in the name of said limited liability company.

Kristen Thomas  
Notary Public

My Commission Expires: 4/19/08  
Residing At: Salt Lake Co.

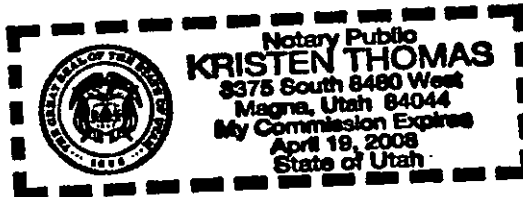
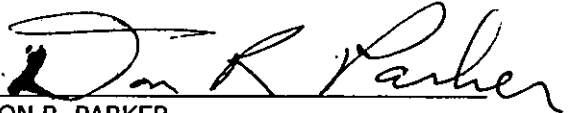


Exhibit S


The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

Don R. Parker, who has an undivided 1/3 interest in Utah County Parcels: 18:015:0073, 18:015:0035, 18:015:0074, 18:016:0005, 18:015:0060, 18:020:0006, 18:015:0038 and 18:015:0058.

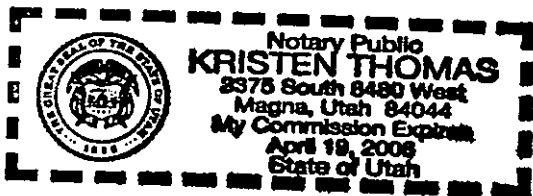
  
DON R. PARKER

STATE OF Utah )  
COUNTY OF Salt Lake )ss.

On the 27<sup>th</sup> day of January, 2006, personally appeared before me DON R. PARKER, the signer of the above instrument, who duly acknowledged to me that he executed the same.

  
Notary Public

My Commission Expires: 4/19/08  
Residing at: Salt Lake Co.



The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

Don R. Parker as to an undivided 10% who has an interest in Utah County Parcel: 18:018:0052

*Don R Parker*  
DON R. PARKER

STATE OF *Utah* )

COUNTY OF *Salt Lake* ) )ss.

On the *27<sup>th</sup>* day of *January*, 2006, personally appeared before me DON R. PARKER, the signer of the above instrument, who duly acknowledged to me that he executed the same.

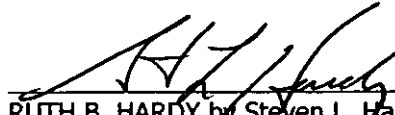
*Kristen Thomas*  
Notary Public

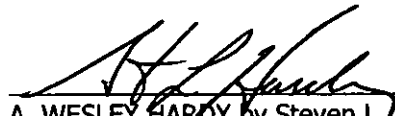
My Commission Expires: *4/19/08*  
Residing at: *Salt Lake Co.*



The following parties hereby execute this Development Agreement with Vineyard Town dated January 31, 2006:

A. Wesley Hardy and Ruth B. Hardy, husband and wife, joint tenants in an undivided 1/3 interest in Utah County Parcels: 18:015:0073, 18:015:0035, 18:015:0074, 18:016:0005, 18:015:0060, 18:020:0006, 18:015:0038 and 18:015:0058.

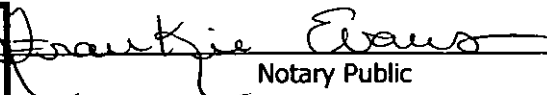
  
RUTH B. HARDY by Steven L. Hardy, her Attorney in fact pursuant to that certain general durable power of attorney dated July 21, 2005 and recorded August 25, 2005 as entry # 94047:2005 in the office of the Utah County Recorder

  
A. WESLEY HARDY by Steven L. Hardy, his personal representative Probate # 043902119

STATE OF Utah )  
 )ss.  
COUNTY OF Salt Lake)

On the 27 day of January, 2006, personally appeared before me Steven L. Hardy, the signer of the above instrument, who duly acknowledged to me that he executed the same in his capacity as indicated.



  
Notary Public

My Commission Expires 11/06/06  
Residing at:  
Salt Lake County