


When recorded, please return to:
Lehi City Planning Department
99 W Main Street Ste 100
Lehi, UT, 84043



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JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Jul 21 10:14 am FEE 0.00 BY SW
RECORDED FOR LEHI CITY CORPORATION

**DEVELOPMENT AGREEMENT
THANKSGIVING MEADOWS PLAT F
A PLANNED UNIT DEVELOPMENT PROJECT**

This Development Agreement is entered into as of this 23 day of JUNE, 2011, by and among the owners and developers of the Thanksgiving Meadows, a Planned Unit Development, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to the development of a residential subdivision of real property within the corporate Limits of Lehi City, Utah County, Utah.

RECITALS

Whereas, the Developer has sought approval of a 327 unit Planned Unit Development Project designated as Thanksgiving Meadows, a copy of which is attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of Development Agreements under appropriate circumstances where the proposed development contains various features which advance the policies, goals and objectives of the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily agrees

to provide common area/open space for the preservation of natural areas, parks and related purposes and other recreational facilities in order to promote the policies, goals and objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the density of the Planned Unit Development Project of Thanksgiving Meadows, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:

1. The Developer shall create and approve restrictive covenants for the subject Planned Unit Development project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plat(s), which will be recorded by phases as defined on Exhibit "B". Developer agrees to comply with restrictive covenants and enforce the same so long as Developer has standing to do so. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City.

The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City.

2. Developer has provided the required open space for Thanksgiving Meadows project as shown on Exhibit "A". The open space is common area and will be maintained by the Home

Owners' Association.

3. Density for the project was reviewed and approved through the PUD process. No additional density will be allowed now or in the future for any of the property included in Thanksgiving Meadows.

4. Developer shall provide, as a minimum, open space/common area landscaping and sprinkler system as per attached Exhibit C - Concept Landscape Planting Plan. Trees shall be at least 2 inches in caliper, and shrubs shall be at least 5 gallon size. The Home Owners' Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

5. The proposed amenities for Thanksgiving Meadows PUD satisfy the requirements of the Multi-Family Housing Development Standards of the Lehi City Development Code. Amenities shall include picnic tables and barbecue areas, a swimming pool, community center, sports court, RV/boat storage and tot lots.

6. Developer shall install a 6 foot privacy fence, either vinyl or pre-cast concrete, along property lines as shown on Exhibit A.

7. Units will be constructed as per the typical elevations and floor plans attached as Exhibit D and will comply with the Architectural Standards specified in Section 17.050 of the Lehi City Development Code.

8. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to

the City's Development Code Ordinances, Design Standards and Public Improvement Specifications and the recorded subdivision plat.

9. This Development Agreement shall be recorded against the property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of any portion of the property.

10. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.

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

12. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

13. This agreement shall apply to all phases of this development as each phase/plat is recorded. A copy of this agreement shall be recorded with each phase.

DATED: June 23, 2011

THANKSGIVING MEADOWS P.U.D.

By: *DMA* By: _____

Its: Co-President, McArthur Homes Inc. Its: _____

ACKNOWLEDGMENT

STATE OF UTAH
Salt Lake S.S.
COUNTY OF ~~UTAH~~

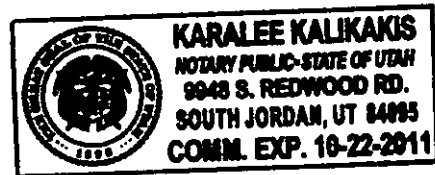
On the 23RD day of June 2011, personally appeared before me

Dave McArthur, the signer(s) of the foregoing document who

duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 10/22/11 *Karlee Kalikas*
NOTARY PUBLIC

DATED: 6-30-11 Lehi City Corporation



By: *Bert Wilson*
Bert Wilson, Mayor

Attest:

Marilyn Banisky
Marilyn Banisky, City Recorder

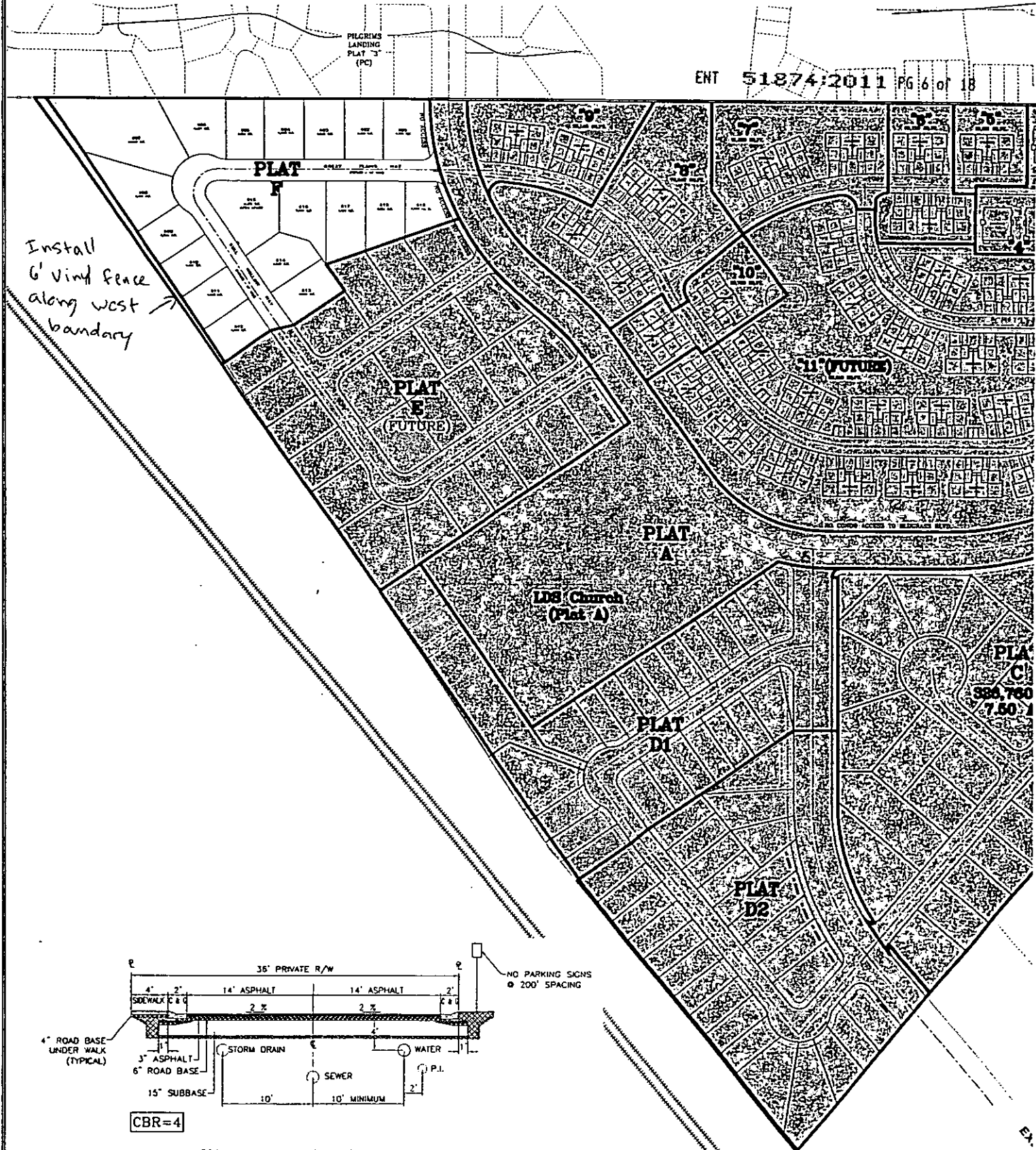


Exhibits "A" and "B" **THANKSGIVING M**

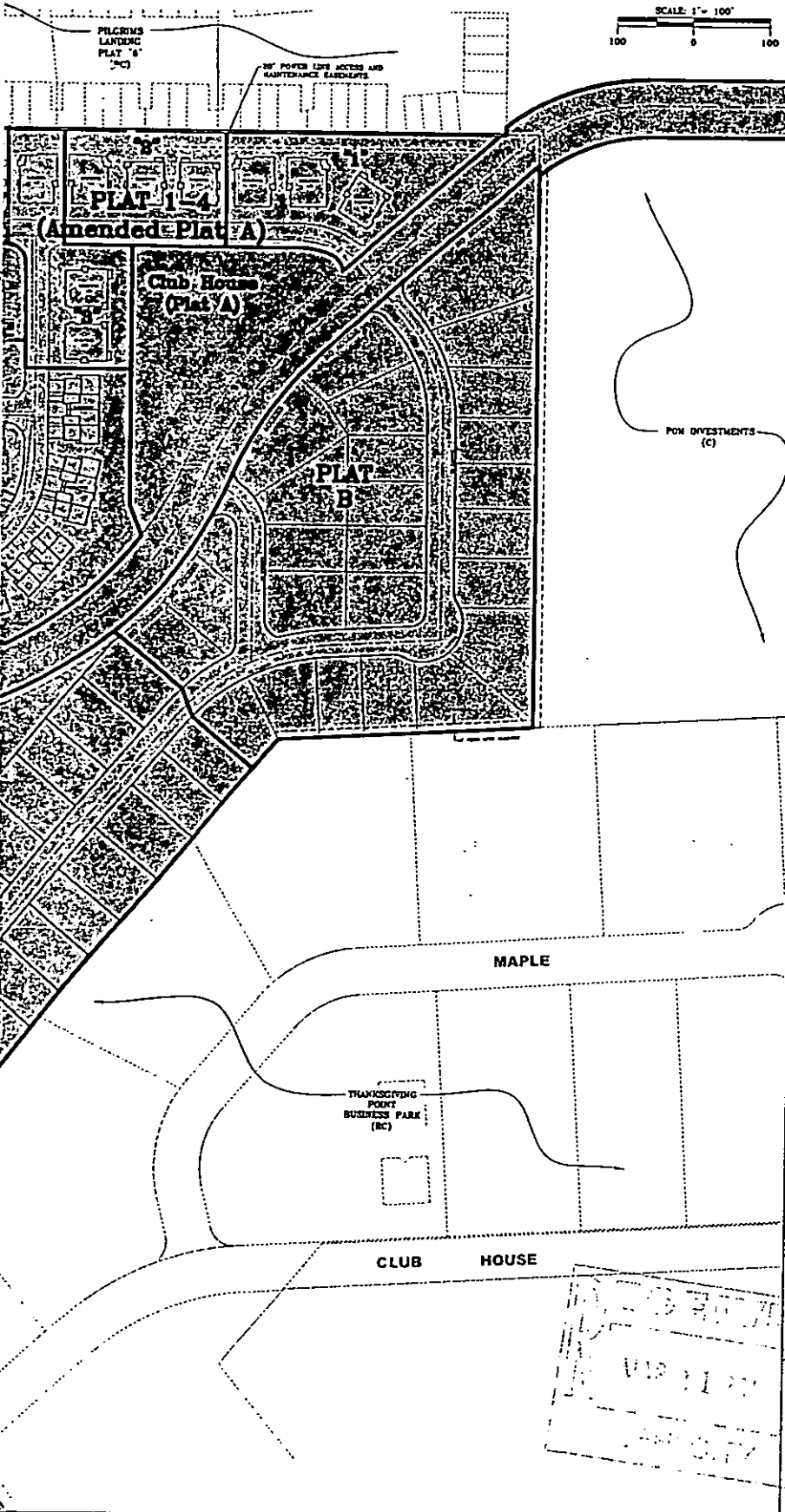
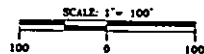
PLAT "F"

LEHI, UTAH

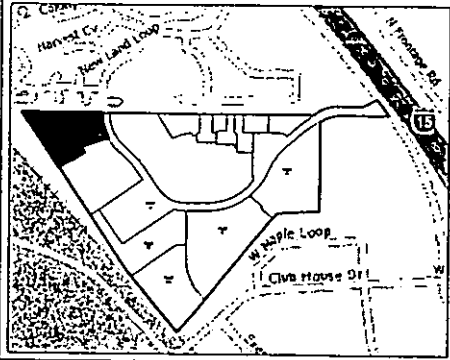
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MEADOWS



VICINITY



**ENGINEERS
SURVEYORS
PLANNERS**

3302 N. Main Street
Spanish Fork, UT 84600
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

TABULATIONS - OVERALL PROJECT

ZONE	B-3 (55.85 ACRES) AND B-3 (2.32 ACRES)
PLANNED UNIT DEVELOPMENT (PUD)	
TOTAL AREA	58.17 ACRES
CULINARY SITES	3.29 ACRES
NET AREA	62.88 ACRES
SINGLE FAMILY	36.35 ACRES (47 (4.03 U/A))
MULTI-FAMILY	18.39 ACRES (180 (16.98 U/A))
TOTAL # OF UNITS	227
OVERALL DENSITY	4.10 U/A
OPEN SPACE	
MULTI-FAMILY	6.88 ACRES
SPACES	2 ACRES
TOTAL	12.28 ACRES (TOTAL OF NET AREA)
PARKING TABULATIONS (MULTI-FAMILY)	
# OF UNITS	180
PARKING REQUIRED	424
PARKING PROVIDED	424 (280 CARSPACE, 144 ADDITIONAL)
ADDITIONAL ROAD AREA FOR WALKER PAV. ROADS:	
B-3	= 17,488.34 SQUARE FEET
B-3	= 1,884.14 SQUARE FEET

TABULATIONS - PLAT "F"

TOTAL AREA	4.83 ACRES/79,268 SF.
DENSITY	4.47 UNITS/ACRE
TOTAL LOTS	21
RESIDENTIAL LOTS	16
OVER SPACE DESIGNATION LOTS	5 (227 615, 638, 661)

NOTES:

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO THE 2008 EDITION OF LEHI CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL LOCAL PRIVATE ROADS TO BE 35' RIGHT-OF-WAY.
4. NO SLOPES EXCEED 30%.
5. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO REALIZE THE RISKS INHERENT WITH LIVESTOCK. DRIP COLOR AS-BUILT DRAWING IN DIF FORMAT IS REQUIRED AS PER SECTION 3 OF THE 2008 EDITION OF THE LEHI CITY STANDARDS.
6. PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENT CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
7. PRIOR TO COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR, AND THE PROPERTY OWNER.
8. ALL ADA ACCESSIBLE SIDEWALK RAMPS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE 2008 EDITION OF THE LEHI CITY STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
9. ALL PLANS SUBMITTED TO LEHI CITY WILL REQUIRE THE ARCHITECTURAL REVIEW COMMITTEE'S APPROVAL STAMP.
10. ALL UTILITIES TO BE BASED ON RECORDS.
11. PIPING IN LIEU OF DETENTION IS PROPOSED.
12. OPEN SPACE TO BE DEDICATED TO H.O.A.
13. SEWER STORM DRAIN, PRESSURE DRAINAGE, AND CULINARY LINES IN PRIVATE STREETS ARE PUBLIC FACILITIES.
14. IRRIGATION SYSTEM TO HAVE RAIN SENSOR.
15. THESE PLANS ARE CONSIDERED PRELIMINARY AND NOT APPROVED FOR CONSTRUCTION UNLESS A SIGNED AND DATED APPROVAL STAMP IS AFFIXED BY THE APPROVING AGENCY/CITY.
16. REFER TO LEHI CITY STANDARD DRAWINGS FOR ADDITIONAL DETAILS AND INFORMATION.
17. ALL PRIVATE ROADS ARE TO USE MODIFIED CURB AND GUTTER. SEE LEHI CITY STANDARD DRAWING "ROAD-5".
18. THANKSGIVING MEADOWS PLAT "D" SHALL BE RECORDED AND UNDER CONSTRUCTION PRIOR TO OR CONCURRENTLY WITH THANKSGIVING MEADOWS PLAT "E".

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COVER SHEET
FINAL PLAT
SHEET 1 UTILITY PLAN
SHEET 2 PAV GREAT PLAINS WAY
SHEET 3 PAV BULL HOLLOW WAY

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LEGEND

	STORM DRAIN
	CATCH BASIN
	FIRE HYDRANT
	STREET LIGHT
	SEWER MANHOLE
	SEWER MANHOLE (EXISTING)
	30" CURE DILET
	CATCH BASIN
	EXISTING WATER METER
	TELEPHONE JUNC. BOX
	EXIST. POWER POLE
	SEWER (30R-35 PVC)
	STORM DRAIN (RPC OR ADS AS NOTED)
	PRESSURIZED IRRIGATION (30R-18 C-900 PVC)
	CULINARY (30R-21 C-200 PVC PURPLE)
	SHADED AREAS INDICATE FUTURE OR EXISTING PLATS

LAND OWNER

MICHAEL HOWES

DEVELOPER

MICHAEL HOWES
ONE 3 REDWOOD ROAD
SOUTH JORDAN, UT 84095
PH (801) 253-0910
FAX (801) 253-1004

ENGINEER

LEI CONSULTING ENGINEERS
AND SURVEYORS, INC.
14441 SOUTH 900 WEST
BLUFFDALE, UT 84085
PH (801) 495-2844
FAX (801) 495-2847

PROJECT NAME

THANKSGIVING MEADOWS
PLAT "F"

THANKSGIVING MEADOWS - PLAT "F"

LEHI, UTAH

COVER

REVISIONS

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

LEI PROJECT

2006-028

DRAWN BY:

JSB

CHECKED BY:

BTG

SCALE:

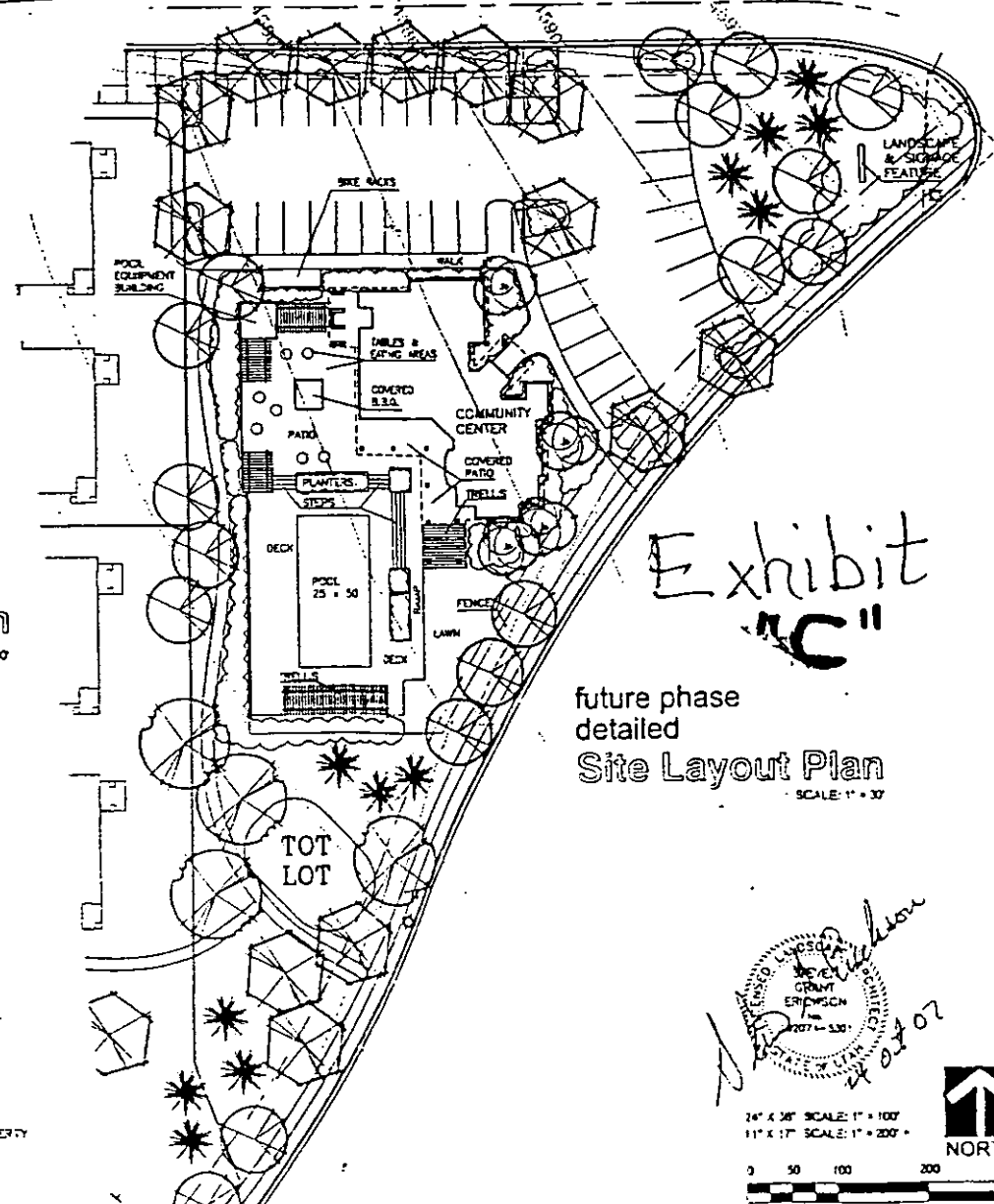
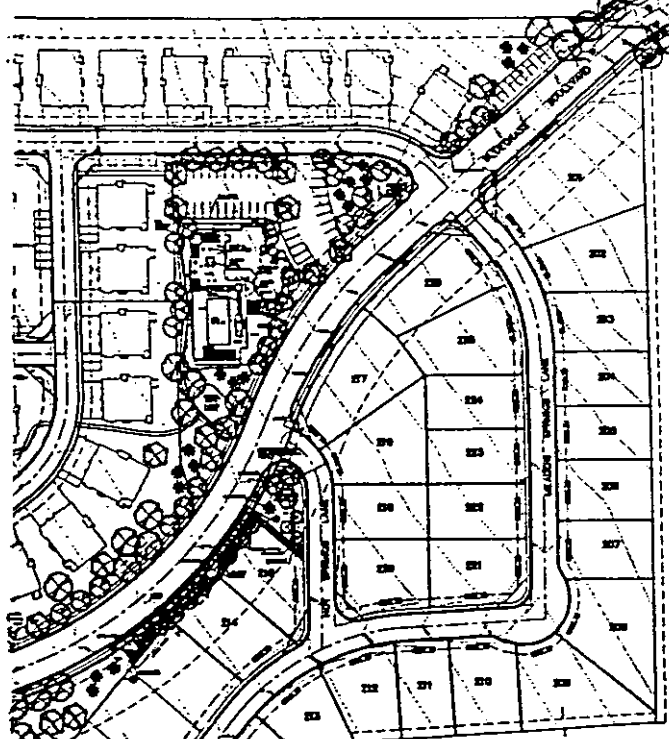
1" = 100'

DATE:

3/30/2011

SHEET

COVER



Landscape Planting Plan
SCALE: 1" = 100'

future phase
detailed
Site Layout Plan
SCALE: 1" = 30'

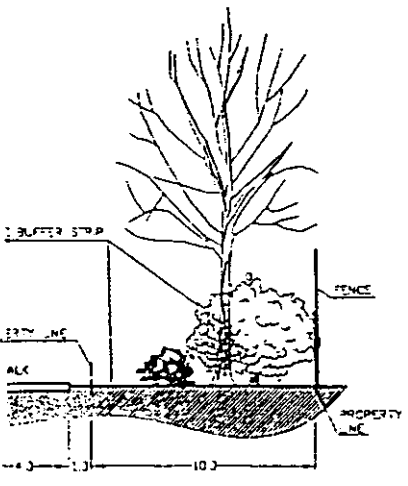
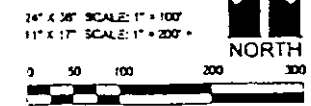


Exhibit
"C"

Grant Erickson
24 Oct 07



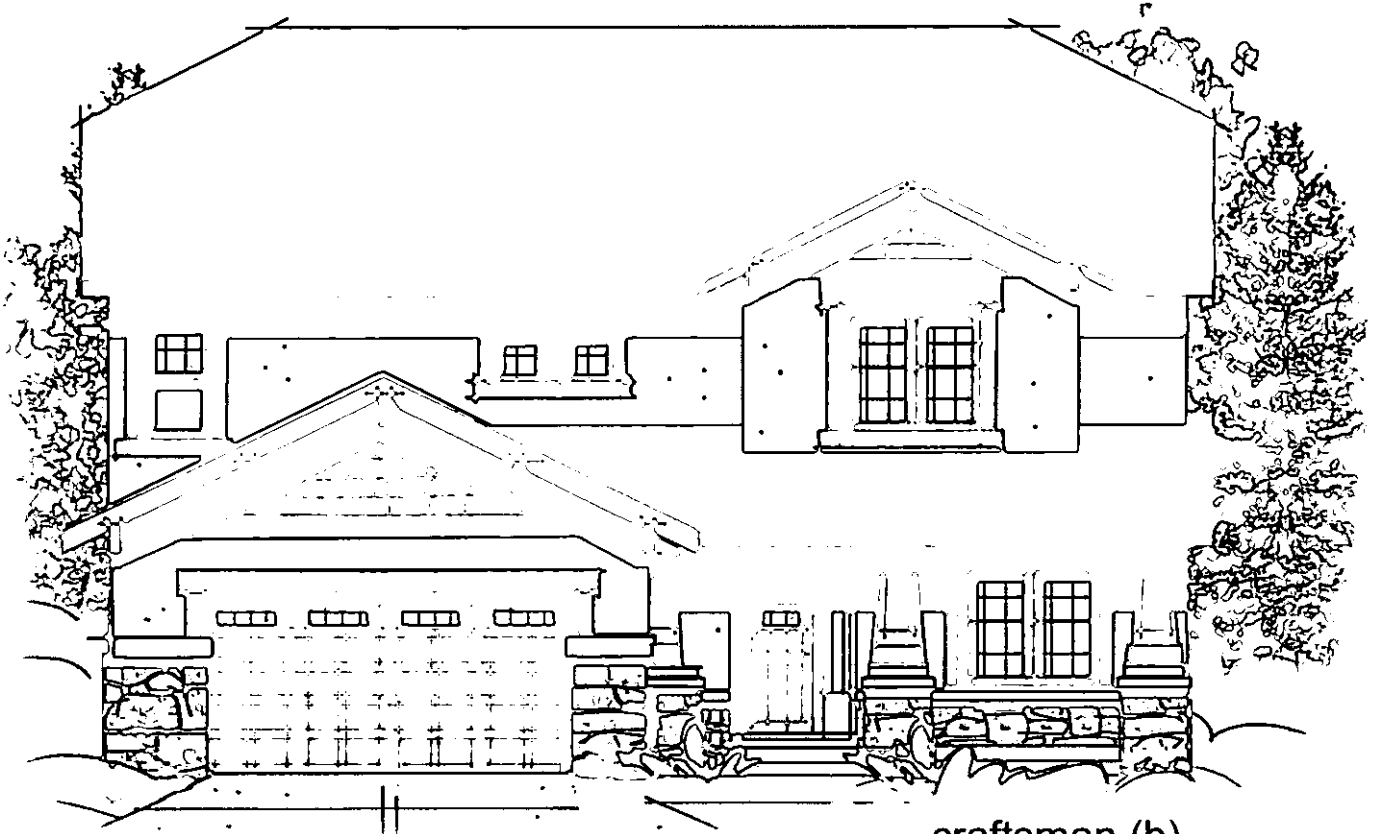
SGE ASSOCIATES, Inc. Landscape Architects & Land Planning 322 E. 300 E. #4111 Salt Lake City, Utah 84111 Fax: (801) 464-1223 Mobile: (801) 814-0388	
Designer: _____ Checker: _____ Approver: _____ Scale: _____ Job No: _____	Drawn: JSE Date: October 2007
Landscape Planting Plan THANKSGIVING MEADOWS Lehi, Utah	
SHEET 	
SHEETS	

Fairfax



- o 2,380 finished square feet
- o 3,427 total square feet
- o 2 to 3.5 baths
- o up to 6 bedroom

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craftsman (b)



new american (a)



french rustic (c)

Monterey



- 1,739 finished square feet
- 3,478 total square feet
- 2 to 3 baths
- up to 5 bedrooms

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craftsman (b)



new american (a)



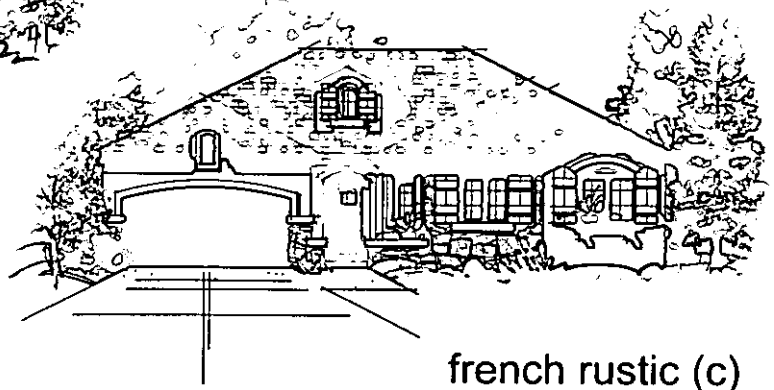
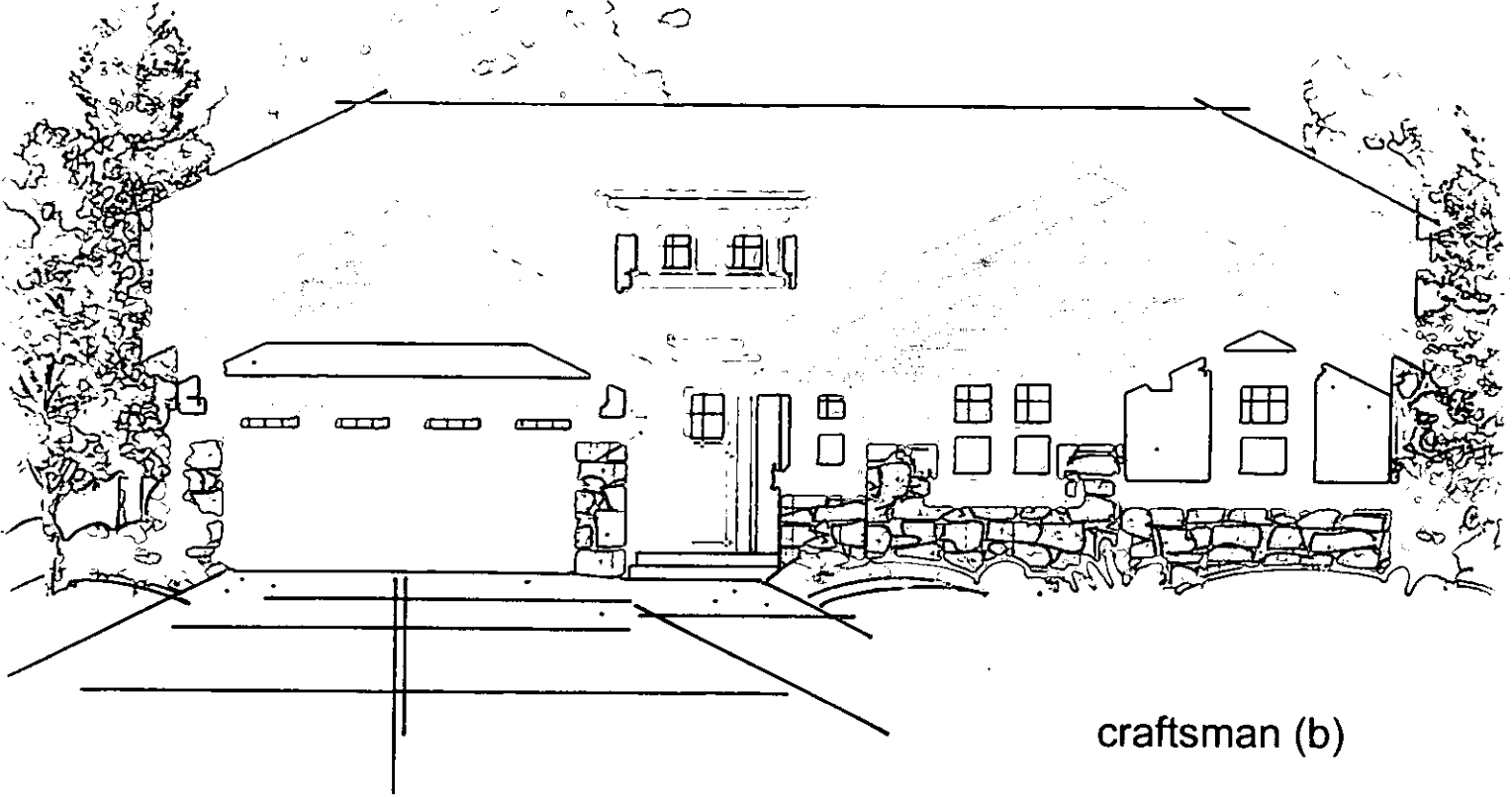
french rustic (c)

Merced



- o 2,035 finished square feet
- o 4,045 total square feet
- o 2 to 3.5 baths
- o up to 6 bedroom

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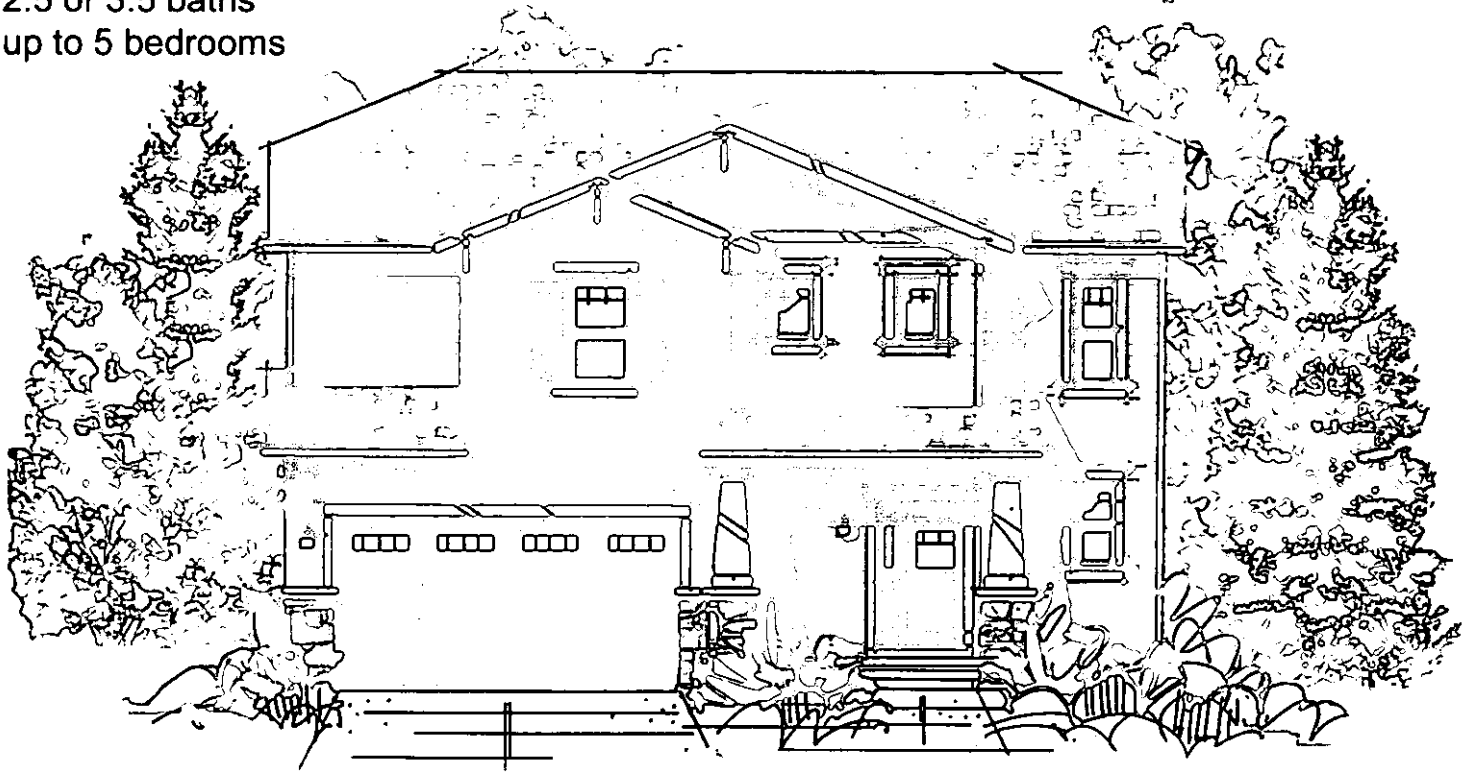


Sycamore

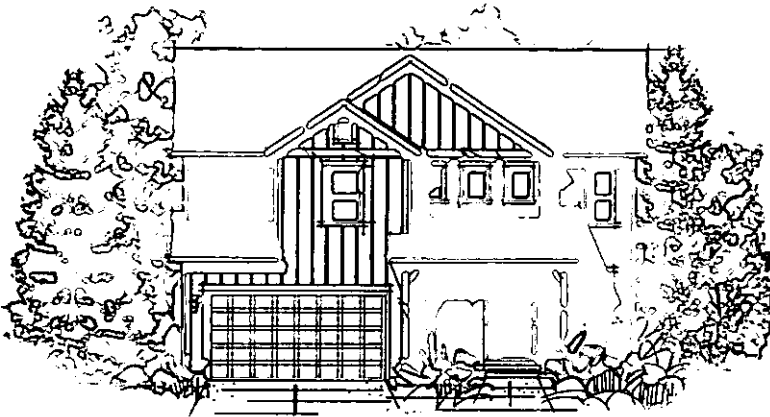


- o 2,253 finished square feet
- o 3,094 total square feet
- o 2.5 or 3.5 baths
- o up to 5 bedrooms

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craftsman (b)



farmhouse (a)



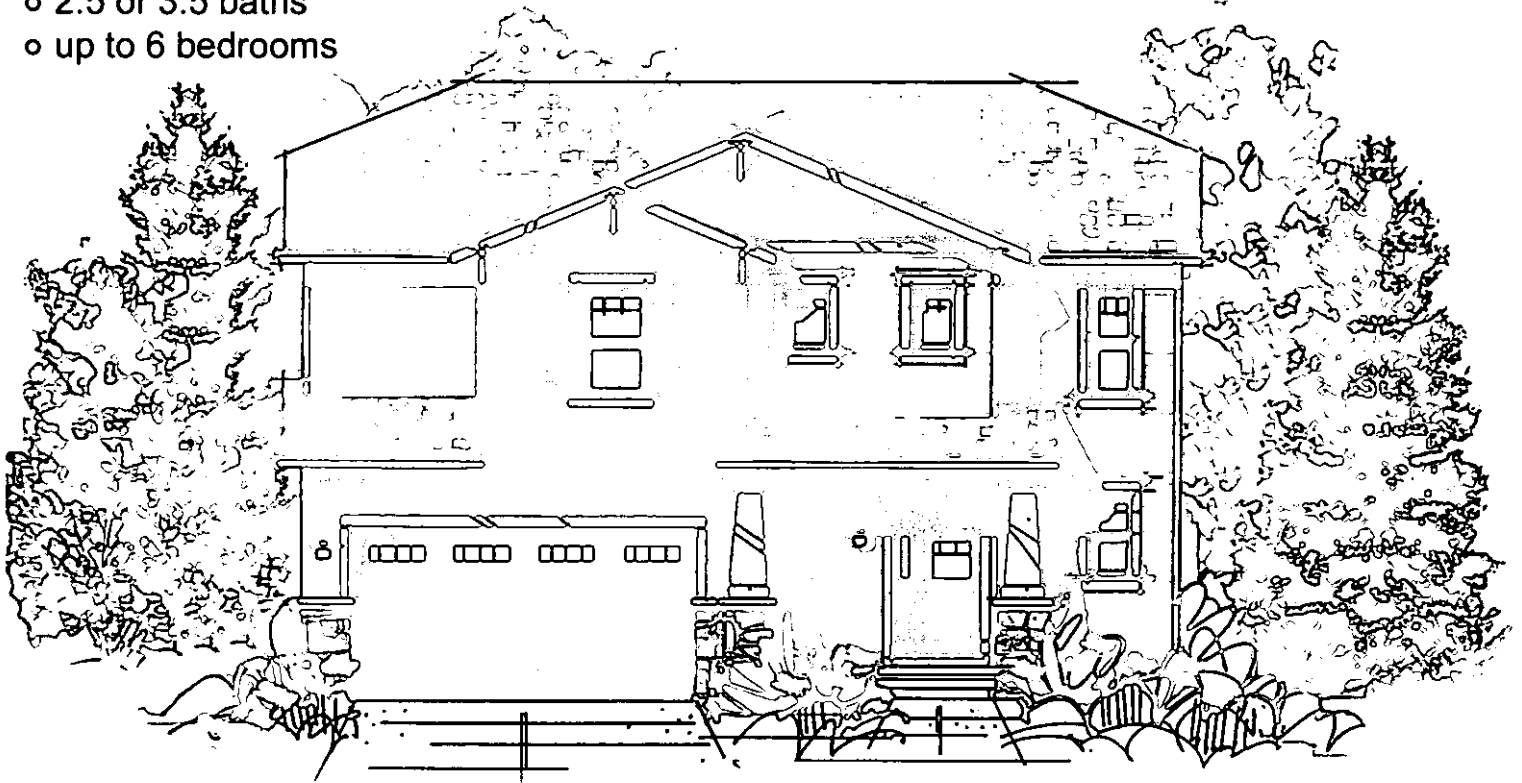
traditional (c)

Hawthorne



- o 2,434 finished square feet
- o 3,484 total square feet
- o 2.5 or 3.5 baths
- o up to 6 bedrooms

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craftsman (b)



farmhouse (a)



traditional (c)

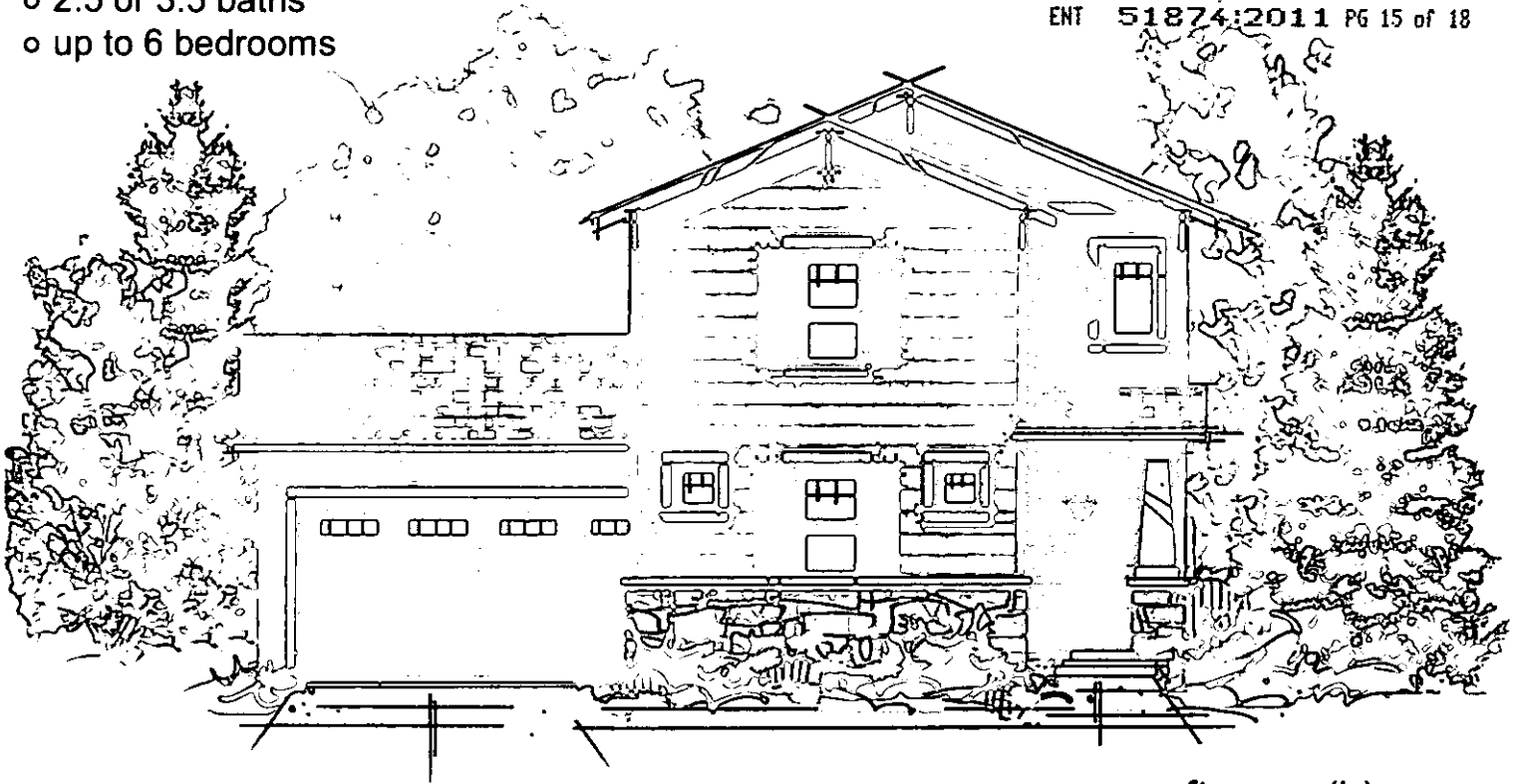
Newcastle

EXHIBIT "D" 6



- o 2,042 finished square feet
- o 3,109 total square feet
- o 2.5 or 3.5 baths
- o up to 6 bedrooms

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craftsman (b)



farmhouse (a)



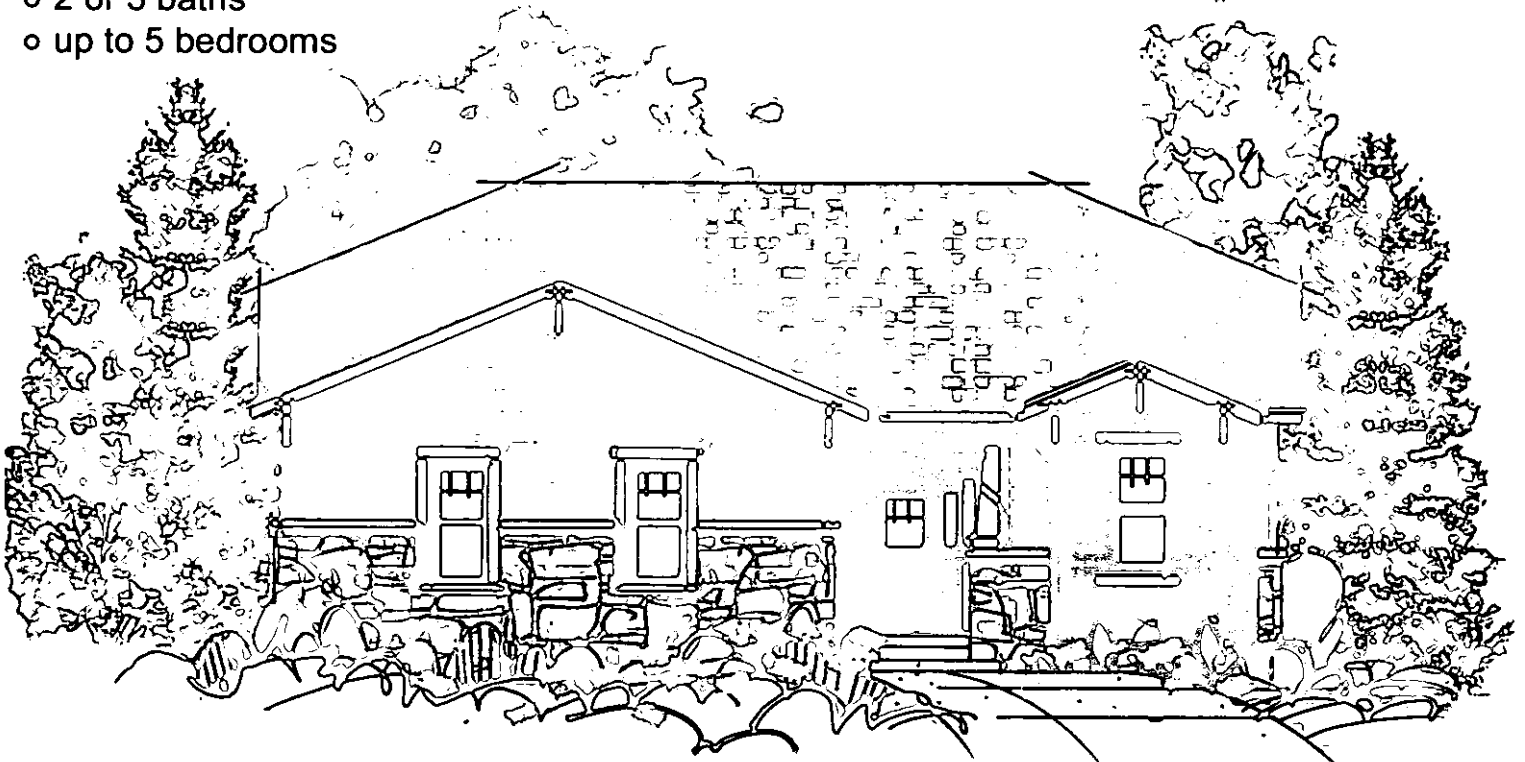
traditional (c)

Melrose

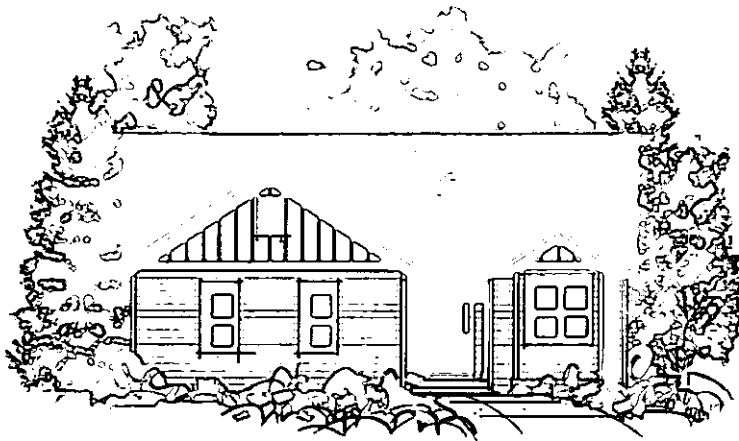


- o 1,589 finished square feet
- o 3,156 total square feet
- o 2 or 3 baths
- o up to 5 bedrooms

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craftsman (b)



farmhouse (a)



traditional (c)

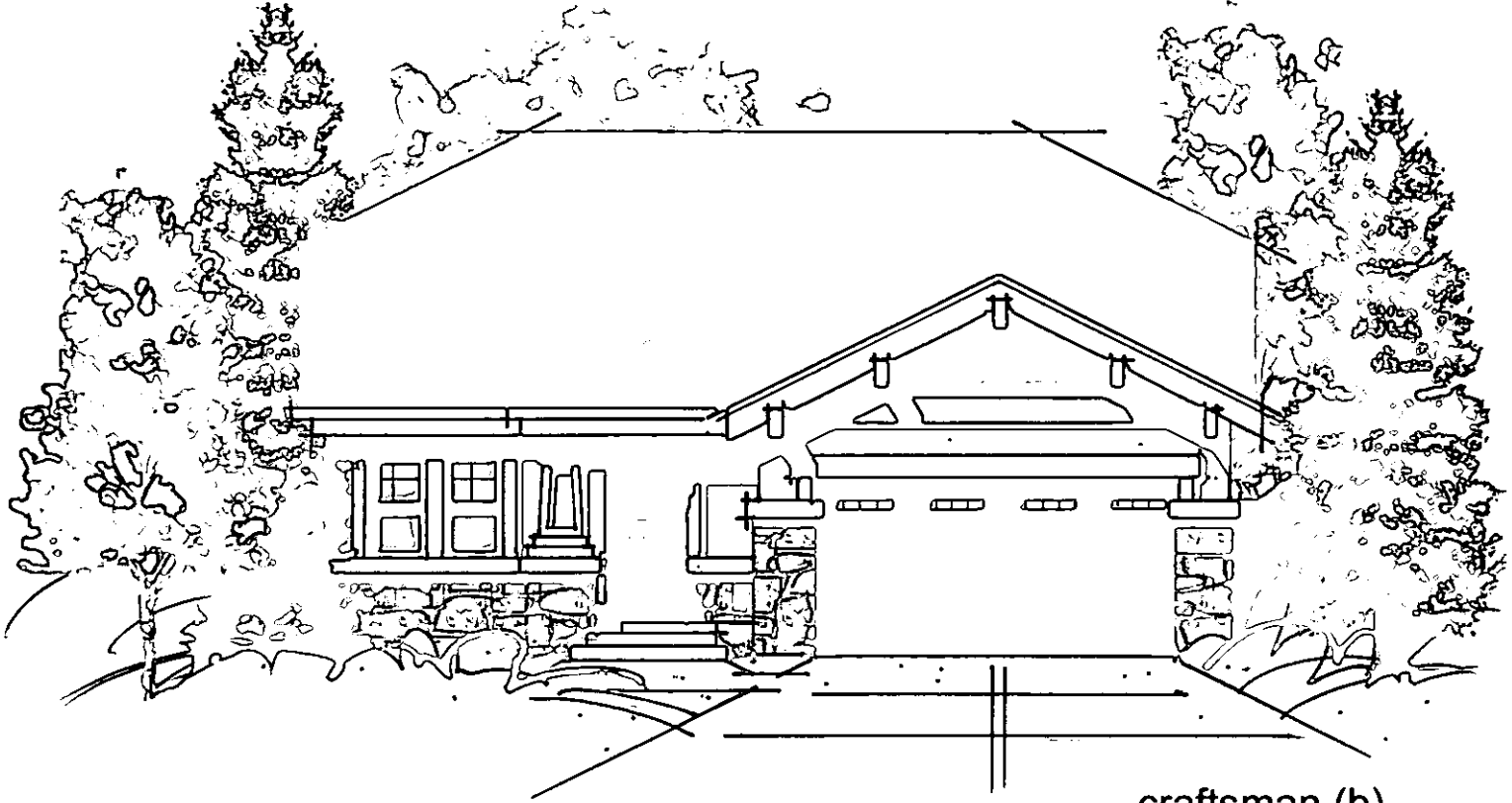
Visalia

EXHIBIT "D" 8

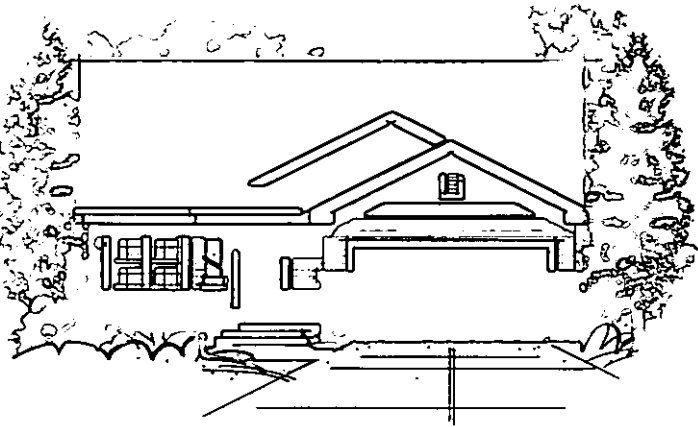


- o 1,624 finished square feet
- o 3,249 total square feet
- o 2 to 3 baths
- o up to 5 bedrooms

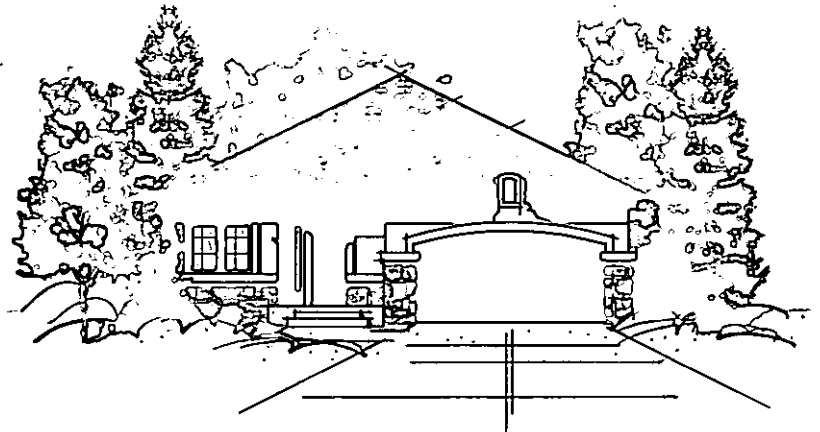
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craftsman (b)



new american (a)



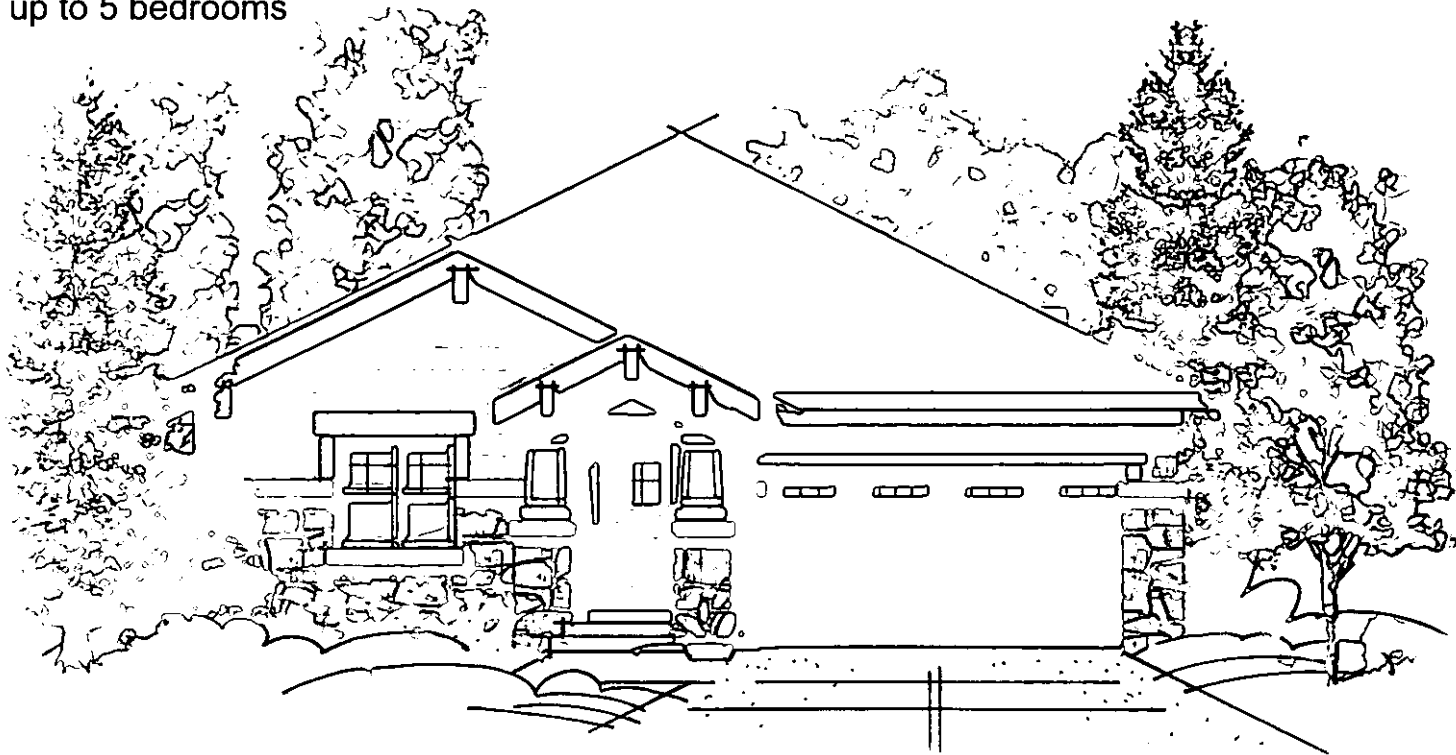
french rustic (c)

Sarena



- o 1,702 finished square feet
- o 3,404 total square feet
- o 2 to 3.5 baths
- o up to 5 bedrooms

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craftsman (b)



new american (a)



french rustic (c)