

Lehi City Planning Dept  
99 W. Main # 100  
Lehi, UT 84043

ENT 52149:2005 PG 1 of 37  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 May 16 11:33 am FEE 0.00 BY SB  
RECORDED FOR LEHI CITY CORPORATION

**DEVELOPMENT AGREEMENT  
CRANBERRY FARMS, PLAT B  
A PLANNED UNIT DEVELOPMENT PROJECT**

This Development Agreement is entered into as of this 11 day of MAY, 2005, by and among the owners and developers of the Cranberry Farms Subdivision, Plat B, 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 92 lot residential Planned Unit Development Project designated as Cranberry Farms, Plat B, 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 Cranberry Farms 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. 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. (Exhibit B)

2. Developer has provided the required open space for Cranberry Farms, Plat B. (See Exhibit "A") This open space is owned and maintained by the Home Owners' Association.

3. Developer shall provide open space landscaping and amenities for Cranberry Farms, Plat B as per attached Exhibit "C". The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

4. A 1.07 acre detention facility has been deeded to Lehi City as part of the overall Cranberry Farms project. A copy of the deed is attached as Exhibit "D".

5. Developer shall install a 6' vinyl fence adjacent to the railroad right-of-way along the eastern boundary of Cranberry Farms, Plat B. Developer shall also install a 6' no-climb agricultural fence along the south boundary of the subdivision plat adjacent to agricultural property.

6. Developer understands and acknowledges that he will responsible for costs involved with the purchase and removal of UP&L lines and/or facilities as referenced in the Utah Power and Light document attached as Exhibit "E".

7. Developer agrees to comply with architectural design standards specified in Section 17.050 of the Lehi City Development Code attached as Exhibit "F". Typical approved elevations are attached as Exhibit "G".

8. Developer agrees to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners and purchasers of building lots will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual lot buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which are included on the recorded subdivision plat:

"This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities, and any other aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

9. 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 and Design Standards and Public Improvement Specifications.**

**10. 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.**

**11. 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.**

**12. 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.**

**13. 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.**

DATED: 5/11/05

Cranberry Farms P.U.D.

By: \_\_\_\_\_

By: EVERY DEVELOPMENT, L.L.C., BY

Its: \_\_\_\_\_

Its: County P. J. [Signature], PRES.

**ACKNOWLEDGMENT**

STATE OF UTAH

S.S.

COUNTY OF UTAH

On the 11 day of May 2005, personally appeared before me Joshua DeBry, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 12/2/08

[Signature]  
NOTARY PUBLIC

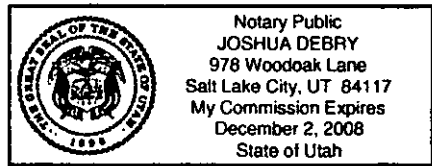
DATED: 5/11/05

Lehi City Corporation

By: [Signature]  
Kenneth J. Greenwood, Mayor

Attest:

[Signature]  
Connie Ashton, City Recorder





BOUNDARY DESCRIPTION CONT.

COURSE	DISTANCE	REMARKS
N8°37'31"E	102.00	
N80°22'29"E	52.85	
N9°37'31"E	56.00	
N80°22'29"E	17.89	
N9°37'31"E	100.00	
S40°22'29"W	60.00	
N9°37'31"E	54.73	
N18°15'03"E	30.65	
N12°53'17"W	100.31	
K30°00'31"W	57.39	
N16°07'39"E	100.01	
N72°37'26"E	58.70	
N81°02'02"E	350.99	
S41°55'00"E	1064.37	
S33°23'18"W	39.15	
ALONG AN ARC	L=501.80	R=840.00 A=34°13'40" CH=516'16.58"W 491.28
S0°18'52"E	63.12	
S89°46'11"W	88.92	
S01°57'50"E	60.59	
S48°46'11"W	99.88	
S0°35'25"E	70.00	
S10°01'46"W	59.27	
S0°15'49"E	102.49	TO THE POINT OF BEGINNING

CONTAINS 23.38 ACRES  
BASIS OF BEARING ALONG SECTION LINE AS SHOWN

SURVEYOR'S CERTIFICATE

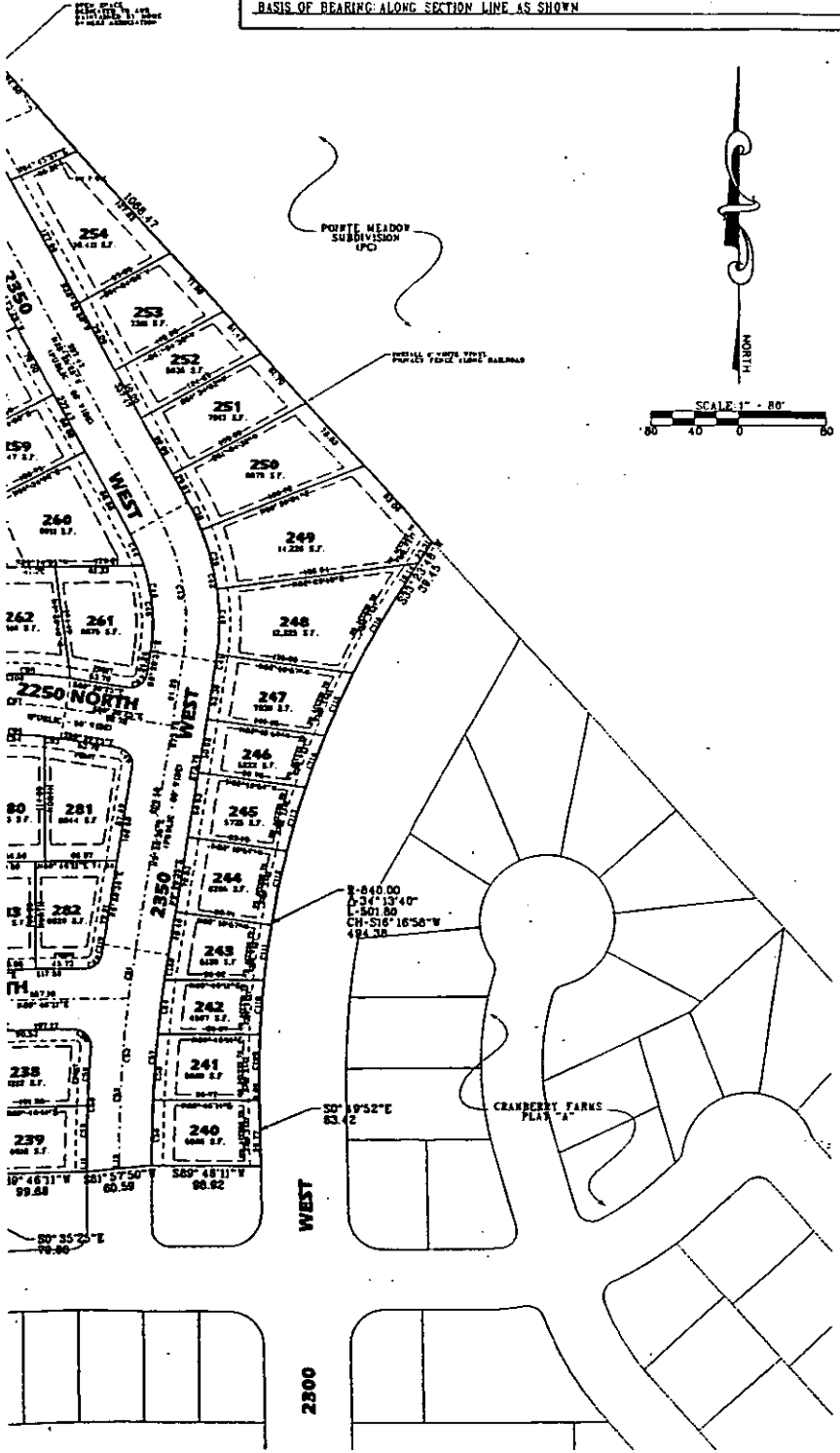
I CHAD A POULSEN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO 501182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED N0°18'20"W ALONG THE SECTION LINE 249.50 FEET AND WEST 43.94 FEET FROM THE WEST 1/4 CORNER OF SECTION 6 T35 N16 E S1 L6 W. THENCE ALONG THE FOLLOWING COURSES & DISTANCES

COURSE	DISTANCE	REMARKS
S89°12'00"W	104.57	
N51°20'00"W	3.93	
N79°31'00"W	1.03	
N51°18'42"W	2.37	
N01°12'31"W	5.45	
S68°22'57"W	1.60	
N79°31'00"W	238.32	
N10°07'53"E	101.88	
N22°52'10"E	57.11	
N19°01'22"W	372.71	
K3°10'26"E	57.42	
N9°37'31"E	103.73	
S80°22'29"W	23.00	
N9°37'31"E	97.55	
N25°25'47"W	50.20	
N9°37'31"E	100.00	
S80°22'29"W	28.15	

CONTINUED ON PLAT



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DATE \_\_\_\_\_ SURVEYOR (See Seal Below)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREDON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PARCELS AREAS AS INDICATED HEREOF FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

ACKNOWLEDGEMENT

STATE OF UTAH  
S.S.  
COUNTY OF UTAH

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH  
NOTARY ADDRESS \_\_\_\_\_ PRINTED FULL NAME OF NOTARY \_\_\_\_\_

ACCEPTANCE BY LEGISLATIVE BODY

THE \_\_\_\_\_ COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

APPROVED BY MAYOR \_\_\_\_\_

APPROVED \_\_\_\_\_ ENGINEER (See Seal Below) ATTEST \_\_\_\_\_ CLERK-RECORDER (See Seal Below)

Exhibit "A"  
BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS \_\_\_\_\_

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ BY THE \_\_\_\_\_ PLANNING-COMMISSION

DIRECTOR-SECRETARY \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

PLAT "B"

CRANBERRY FARMS

A PLANNED UNIT DEVELOPMENT

LEHI

UTAH COUNTY, UTAH

SURVEYOR'S SEAL RECEIVED JAN 13 2005 LEHI CITY

This form approved by Utah County and the municipalities therein.

# Exhibit "B"

WHEN RECORDED RETURN TO:  
IVORY DEVELOPMENT  
978 E. Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 747-7440

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**FIRST SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR CRANBERRY FARMS B  
An Expandable Planned Unit Development**

This FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS B, P.U.D. is made and executed by IVORY DEVELOPMENT LLC., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

## RECITALS

Whereas, the Declaration of Protective Covenants for CRANBERRY FARMS. was recorded in the office of the County Recorder of Utah County, Utah on the 11<sup>th</sup> of April, 2004 as Entry No. 12532;2004 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

Whereas, the related Plat Map(s) for Phase A of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article 3 of the Declaration of Covenants, Declarant reserved an option to unilaterally expand the subdivision in accordance with the Declaration.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference (the "PHASE B PROPERTY").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to expand the application of the Declaration to other real property.

Whereas, Declarant desires to expand the subdivision by creating on the PHASE B Property additional Lots.

Whereas, Declarant now intends that the PHASE B Property shall become subject to the Declaration.



**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this **FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS PHASE B**.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. **First Supplemental Declaration** shall mean and refer to this **FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS PHASE B**.

B. **PHASE B Map** shall mean and refer to the Plat Map of PHASE B of the Project, prepared and certified to by Chad A. Poulsen, a duly registered Utah Land Surveyor holding Certificate No. 501182, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this First Supplemental Declaration.

C. **Subdivision** shall mean and refer to **CRANBERRY FARMS PHASE A and B**.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibit A-1 is hereby submitted to the provisions of the Declaration and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as it may be supplemented or amended from time to time.

3. **Annexation.** Declarant hereby declares that the PHASE B Property shall be annexed to and become subject to the Declaration, which, upon recordation of this First Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the PHASE B Map, ninety (89) new Lots, Numbers 202, 204-292, are or will be constructed and/or created in the Project on the PHASE B Property. Upon the recordation of the PHASE B Map and this First Supplemental Declaration, the total number of Lots in the Project will be one hundred and twenty nine (128). The additional Lots (and the homes to be constructed therein) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

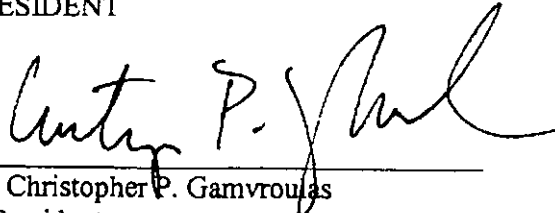
5. **Percentage Interest Revised.** Pursuant to the Declaration, Declarant is required with the additional Lots to reallocate the undivided percentages of ownership interest (the "Percentage Interests"). Exhibit "B" to the Declaration, which set forth the Percentage Interests in the Project

through Phase A, is deleted in its entirety and the Exhibit "B-1", attached hereto and incorporated herein by this reference, which sets forth the Percentage Interests through Phase B is substituted in lieu thereof.

6. **Effective Date.** The effective date of this First Supplemental Declaration and the PHASE B Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.

Dated the \_\_\_\_ day of May, 2005.

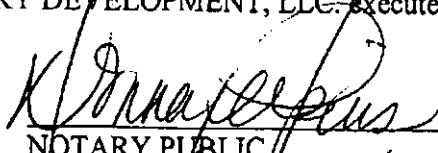
DEVELOPER:  
IVORY DEVELOPMENT, LLC.  
By: CHRISTOPHER P GAMVROULAS.  
Its: PRESIDENT

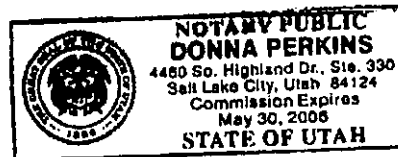
By:   
Name: Christopher P. Gamvroulas  
Title: President

**ACKNOWLEDGMENT**

STATE OF UTAH                     )  
   ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day May, 2005 by Christopher P. Gamvroulas, the President of IVORY DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.

  
NOTARY PUBLIC  
Residing at: Salt Lake  
My Commission Expires: 5/30/06



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**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**

The Property referred to in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

**LEGAL DESCRIPTION**  
**PREPARED**  
**FOR IVORY HOMES**  
**(CRANBERRY FARMS SUBDIVISION)**  
(March 9, 2005)

**PROPOSED BOUNDARY**  
**OF**  
**PLAT "B"**

A portion of the Northwest 1/4 of Section 6, Township 5 South, Range 1 East, and the Northeast 1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°14'20"W along the Section line 249.50 feet and West 43.94 feet from the West 1/4 Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S89°42'00"W 104.57 feet; thence N51°20'00"W 2.93 feet; thence N79°31'00"W 1.03 feet; thence N51°18'42"W 2.37 feet; thence N81°12'51"W 5.45 feet; thence S68°23'37"W 1.80 feet; thence N79°31'00"W 108.32 feet; thence N10°07'53"E 99.92 feet; thence northwesterly along the arc of a 1,200 foot radius non-tangent curve concave northeasterly 29.77 feet (radius bears: N10°07'53"E) through a central angle of 1°25'18" (chord: N79°09'28"W 29.77 feet); thence N78°26'49"W 100.26 feet; thence N22°52'18"E 57.11 feet; thence N19°01'32"W 372.71 feet; thence N3°10'46"E 57.42 feet; thence N9°37'31"W 102.13 feet; thence S80°22'29"W 20.00 feet; thence N9°37'31"W 97.55 feet; thence N25°25'47"W 58.20 feet; thence N9°37'31"W 100.00 feet; thence N80°22'29"E 56.33 feet; thence N19°01'32"W 90.67 feet; thence northwesterly along the arc of a 15.00 foot radius curve to the left 21.10 feet through a central angle of 80°35'59" (chord: N59°19'32"W 19.40 feet); thence N9°37'31"W 56.00 feet; thence N80°22'29"E 17.89 feet; thence N9°37'31"W 100.00 feet; thence S80°22'29"W 60.00 feet; thence N9°37'31"W 54.73 feet; thence N19°15'03"W 30.02 feet; thence N12°53'17"W 100.31 feet; thence N30°00'31"W 57.39 feet; thence N72°37'26"E 26.92 feet; thence northeasterly along the arc of a 356.00 foot radius curve to the right 52.27 feet through a central angle of 8°24'42" (chord: N76°49'47"E 52.22 feet); thence N81°02'08"E 161.13 feet; thence N8°57'52"W 100.07 feet; thence N81°02'02"E 156.75 feet; thence S41°55'00"E 1,068.47 feet; thence S33°23'48"W 39.45 feet; thence southwesterly along the arc of a 840.00 foot radius curve to the left 501.80 feet through a central angle of 34°13'40" (chord: S16°16'58"W 494.38 feet); thence S0°49'52"E 63.42 feet; thence S89°46'11"W 98.92 feet; thence S81°57'50"W 60.59 feet; thence S89°46'11"W 99.68 feet; thence S0°35'25"E 70.00 feet; thence S19°01'46"W 59.27 feet; thence S0°13'49"E 102.49 feet to the point of beginning.

Contains: 22.34+/- acres

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**REVISED EXHIBIT "B-1"**  
**PERCENTAGE OF OWNERSHIP INTEREST**

<u>Phase</u>	<u>Lot No.</u>	<u>Percentage Of Ownership Interest</u>
1	101	0.78125%
1	102	0.78125%
1	103	0.78125%
1	104	0.78125%
1	105	0.78125%
1	106	0.78125%
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# TREE LEGEND



*Tilia cordata* 'Greenspire'  
Greenspire Linden 2" cal.



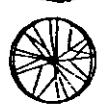
*Fraxinus americana* 'Autumn Applause'  
Autumn Applause Ash 2" cal.



*Gloditola triacanthos* l. 'Shademaster'  
Shademaster Honeylocust 2" cal.



*Acer platanoides* 'Crimson King'  
Crimson King Maple 2" cal.



*Malus* 'Bechtel'  
Bechtel Crab 2" cal.



*Pyrus calleryana* 'Aristocrat'  
Aristocrat Flowering Pear 2" cal.



*Cercis canadensis*  
Eastern Redbud 2" cal.



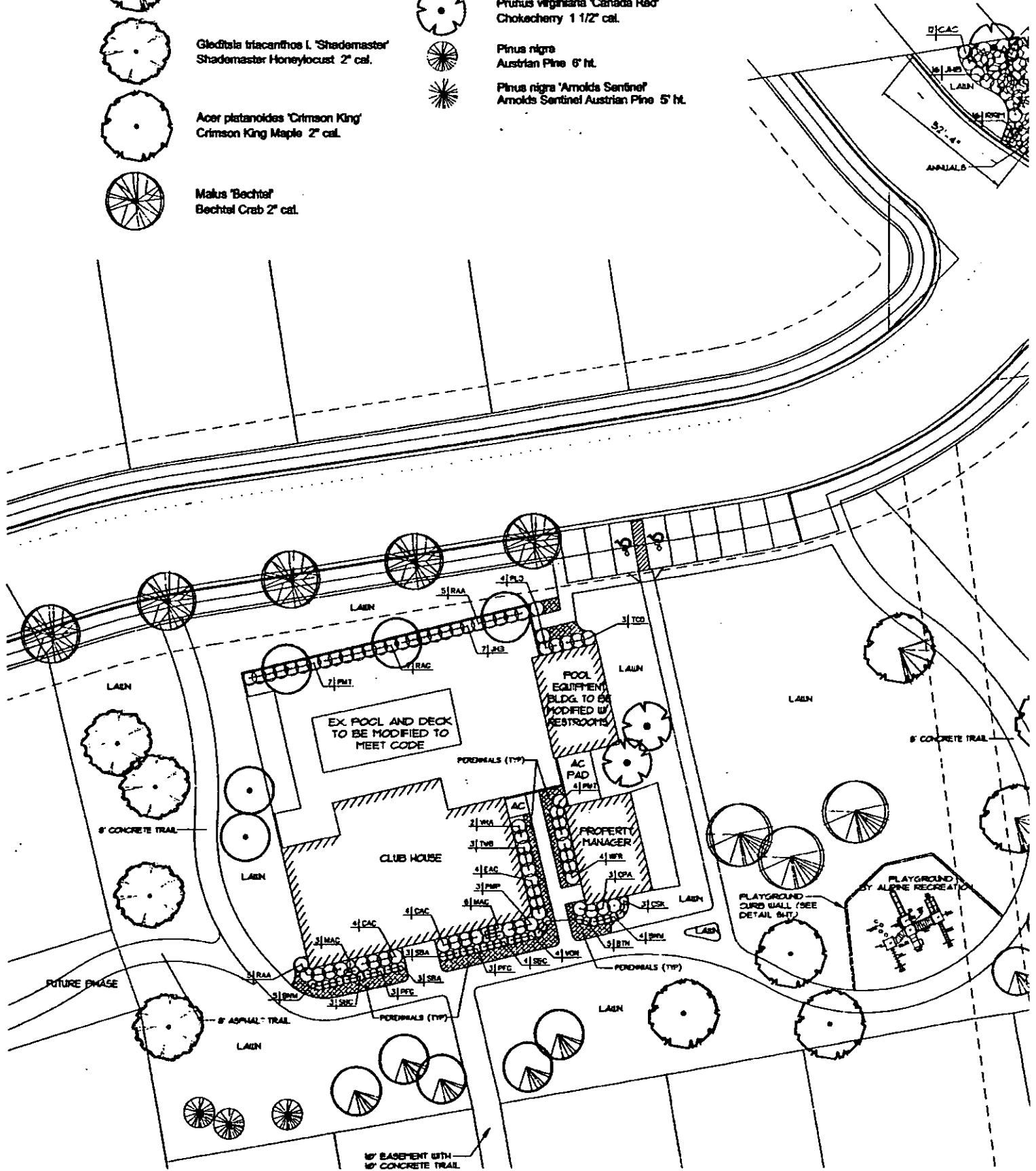
*Prunus virginiana* 'Canada Red'  
Chokecherry 1 1/2" cal.



*Pinus nigra*  
Austrian Pine 6' ht.



*Pinus nigra* 'Arnolds Sentinel'  
Arnolds Sentinel Austrian Pine 5' ht.



PLANT MATERIAL LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE
BTM	Barberis thunbergii s. nana	CRIMSON FIGHTY BARBERRY	1
BNF	Buddleia nanhoensis 'Mango'	DIWARF BUTTERFLY BUSH	2
CBK	Cornus sericea 'Kelsey'	DIWARF KELSEY DOGWOOD	2
CAC	Cotoneaster spiculata	CRANBERRY COTONEASTER	5
CPA	Cytisus praecox 'Allgold'	ALLGOLD WARDINSTER BROOM	5
EAC	Euonymus alatus compacta	DIWARF BURNING BUSH	5
JCB	Juniperus horizontalis 'Blue Chip'	BLUE CHIP JUNIFER	5
MAC	Mahonia aquifolium compacta	COMPACT OREGON GRAPE	5
MPF	Pinus rugo ruga 'pustillo'	DIWARF MUGO PINE	5
PHY	Pinus rugo ruga 'Tyrolean'	MUGO PINE	5
PTG	Potentilla fruticosa 'Gold Drop'	SHRUBBY CINQUEFOIL	2
FLO	Fraxinus leucocarpa 'Otto Luyken'	OTTO LUYKEN LAUREL	5
RAG	Rhus aromatica 'Grow Low'	GROW LOW SUMAC	5
RAA	Ribes alpinum	ALPINE CURRENT	5
RR1	Rosa 'Red Meidland'	RED MIDLAND ROSE	2
SBA	Spiraea bunalda 'Anthony Waterer'	ANTHONY WATERER SPIREA	2
SBC	Spiraea bunalda 'Crispa'	CRISPA SPIREA	2
TCD	Taxus cuspidata 'Danielfonia'	DENSE JAPANESE YEU	5
TMB	Taxus media 'Brownii'	BROWNS TEU	5
VON	Viburnum opulus 'nana'	DIWARF EUROPEAN CRANBERRY	2
VRA	Viburnum rhytidophyloides 'Allegheny'	LEATHERLEAF VIBURNUM	5
VTB	Viburnum trilobum 'Bailey Compact'	BAILEY COMPACT CRANBERRY BUSH	5
VMP	Vinca minor	DIWARF PERRUNCKLE	Flats
WFR	Weigela florida 'Red Prince'	RED PRINCE WEIGELA	5



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REVISION

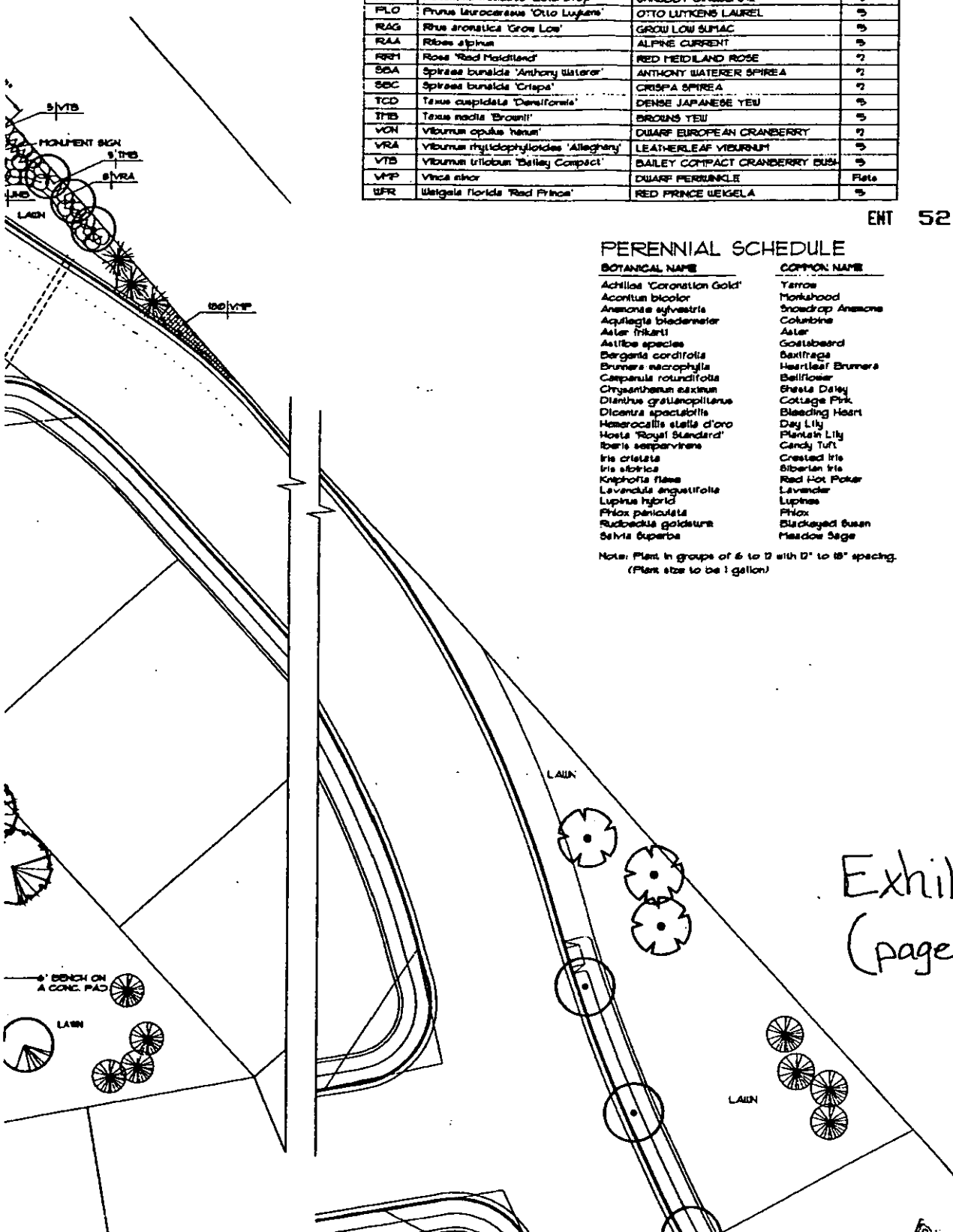


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PERENNIAL SCHEDULE

BOTANICAL NAME	COMMON NAME
Achillea 'Coronation Gold'	Yarrow
Aconitum bicolor	Monkshood
Anemone sylvestris	Woodrump Anemone
Aquilegia bicolor	Columbine
Aster multiflorus	Aster
Astilbe species	Goatsbeard
Bergenia cordifolia	Baxifraga
Brunnera macrophylla	Heartleaf Brunnera
Casparula rotundifolia	Bellflower
Chrysanthemum maximum	Ghiesla Daisy
Dianthus gratianopolitanus	Cottage Pink
Dicentra spectabilis	Bleeding Heart
Hemerocallis stellata d'oro	Day Lily
Hosta 'Royal Standard'	Plantain Lily
Iberis sempervirens	Candy Tuft
Iris cristata	Crested Iris
Iris sibirica	Siberian Iris
Knapfholia flexa	Red Hot Poker
Levanthus angustifolius	Lavender
Lupinus hybrid	Lupines
Phlox paniculata	Phlox
Rudbeckia goldstrae	Black-eyed Susan
Salvia superba	Meadow Sage

Note: Plant in groups of 6 to 12 with 12" to 18" spacing.  
(Plant size to be 1 gallon)



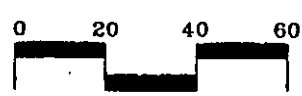
CRANBERRY FARMS  
PHASE 2 LANDSCAPE PLAN

Exhibit "C"  
(pages 1-4)

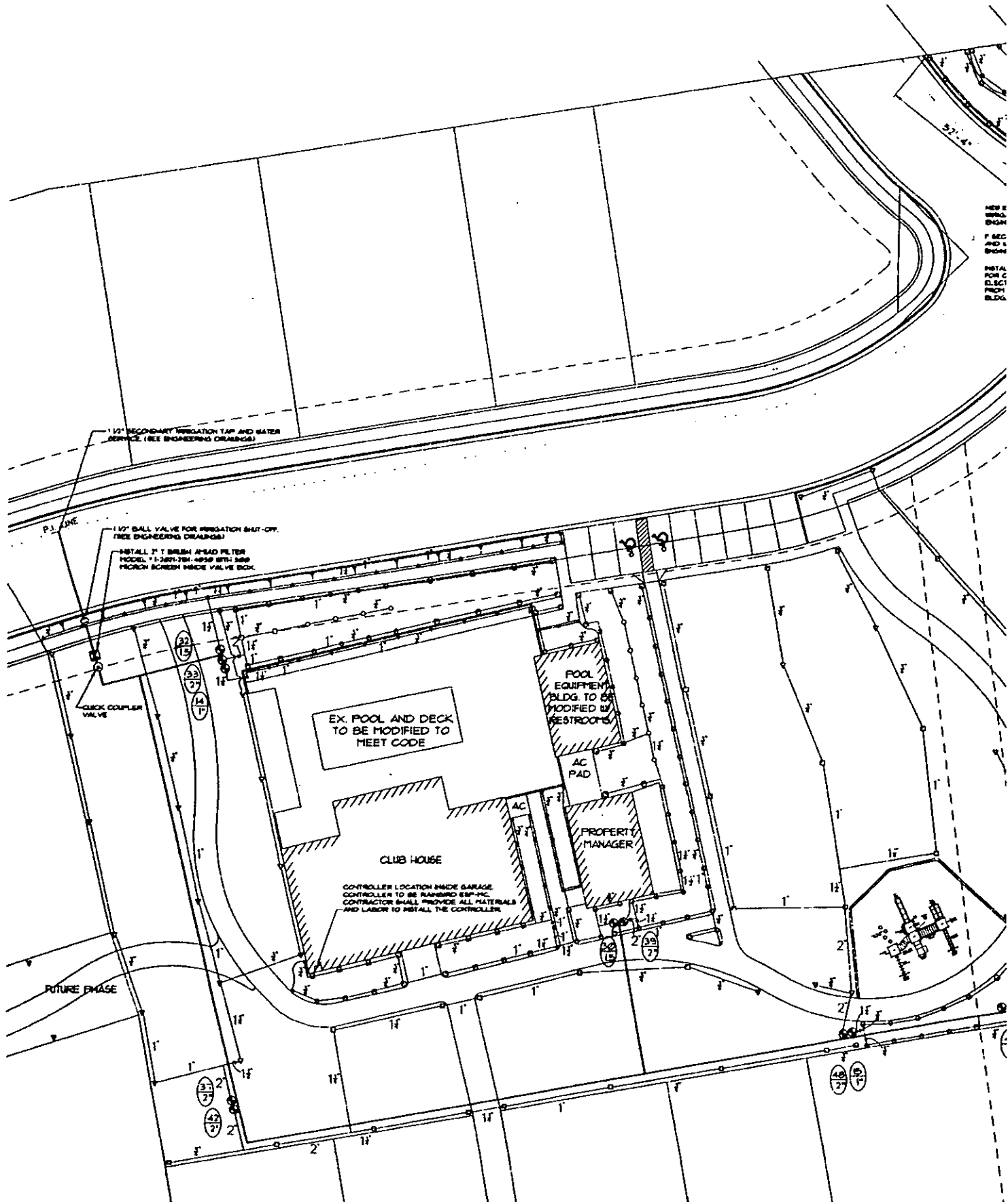
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PLANTING PLAN

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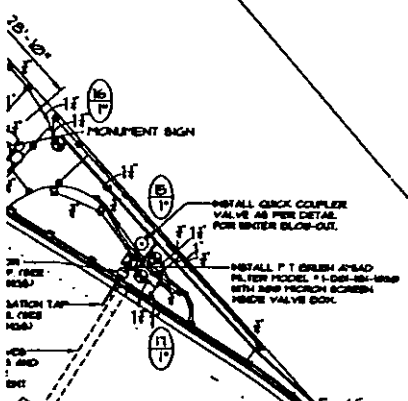
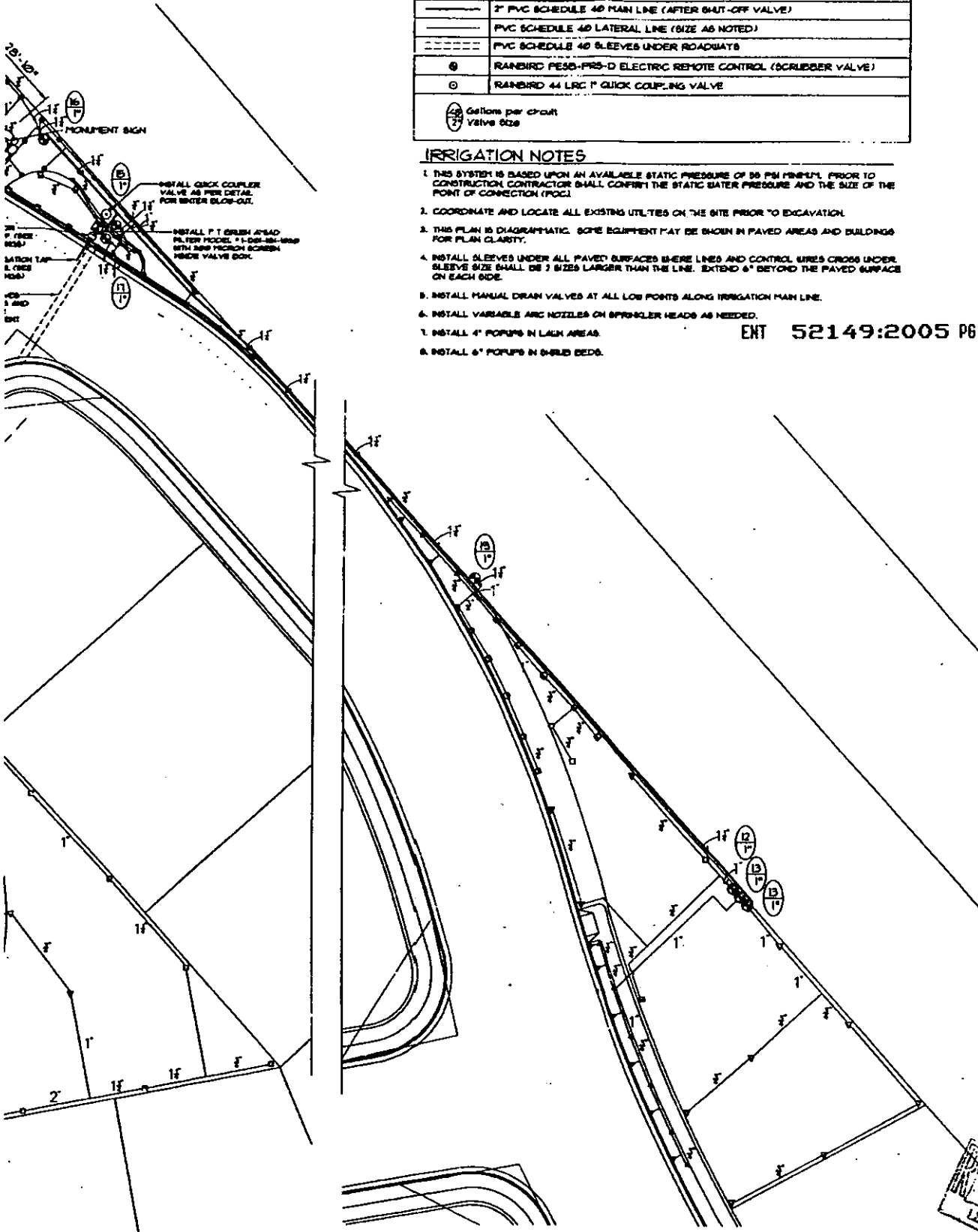
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IRRIGATION LEGEND				
F	TO	H	Q	RANBERD 5004-PLUS ROTOR NOZZLE: F=5.0, TQ=4.0, H=3.0, Q=2.0
V	V	V	V	RANBERD 5004-PLUS ROTOR NOZZLE: F=3.0 LA, TQ=2.0 LA, H=1.5 LA, Q=1.0 LA
○	○	○	○	RANBERD 1004-PRS 15 SERIES SPRAY HEAD
○	○	○	○	RANBERD 1004-PRS 17 SERIES SPRAY HEAD
○	○	○	○	RANBERD 1004-PRS 19 SERIES SPRAY HEAD
○	○	○	○	RANBERD 1004-PRS 21 SERIES SPRAY HEAD
▲	▲	▲	▲	RANBERD 1004-PRS 0TRIP SERIES 500T 1 DEST
—————				2" PVC SCHEDULE 40 MAIN LINE (AFTER SHUT-OFF VALVE)
—————				PVC SCHEDULE 40 LATERAL LINE (SIZE AS NOTED)
- - - - -				PVC SCHEDULE 40 SLEEVES UNDER ROADWAYS
⊖				RANBERD P650-PRS-D ELECTRIC REMOTE CONTROL (SCRUBBER VALVE)
⊕				RANBERD 44 LRC 1" QUICK COUPLING VALVE
				Gallons per hour valve size

**IRRIGATION NOTES**

1. THIS SYSTEM IS BASED UPON AN AVAILABLE STATIC PRESSURE OF 35 PSI MINIMUM. PRIOR TO CONSTRUCTION CONTRACTOR SHALL CONFIRM THE STATIC WATER PRESSURE AND THE SIZE OF THE POINT OF CONNECTION (POC).
2. COORDINATE AND LOCATE ALL EXISTING UTILITIES ON THE SITE PRIOR TO EXCAVATION.
3. THIS PLAN IS DIAGNOSTIC. SOME EQUIPMENT MAY BE SHOWN IN PAVED AREAS AND BUILDINGS FOR PLAN CLARITY.
4. INSTALL SLEEVES UNDER ALL PAVED SURFACES WHERE LINES AND CONTROL WIRES CROSS UNDER. SLEEVES SIZE SHALL BE 2 SIZES LARGER THAN THE LINE. EXTEND 6" BEYOND THE PAVED SURFACE ON EACH SIDE.
5. INSTALL MANUAL DRAIN VALVES AT ALL LOW POINTS ALONG IRRIGATION MAIN LINE.
6. INSTALL VARIABLE ARC NOZZLES ON SPRINKLER HEADS AS NEEDED.
7. INSTALL 4" POPUPS IN LAWN AREAS.
8. INSTALL 6" POPUPS IN SHRUB BEDS.

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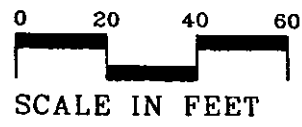
**CRANBERRY FARMS**  
 PHASE 2 LANDSCAPE PLAN

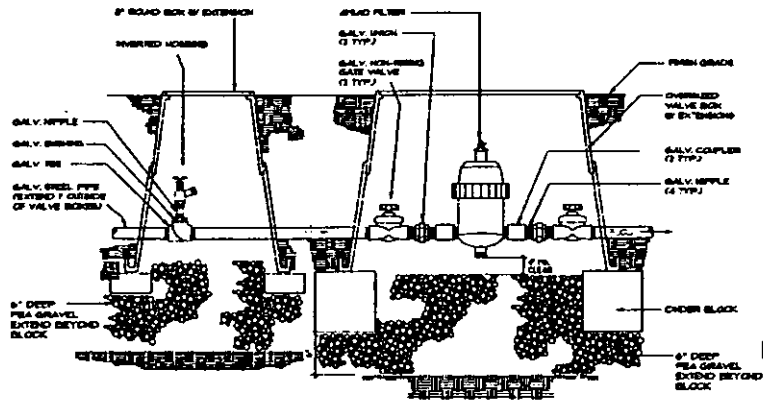
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**IRRIGATION PLAN**

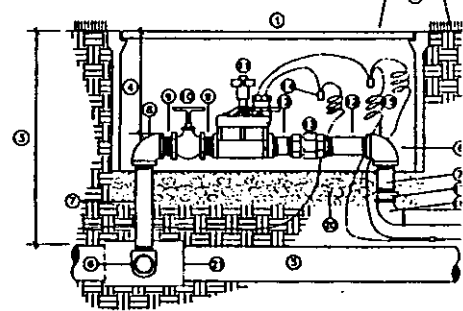
LEHIGH CITY

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Job	
Sheet	L2





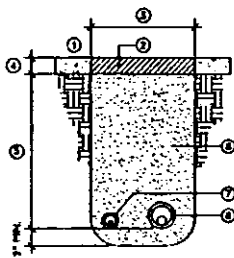
**A** AMIAD FILTER  
NTS



**B** CONTROL VALVE ASSEMBLY  
NTS

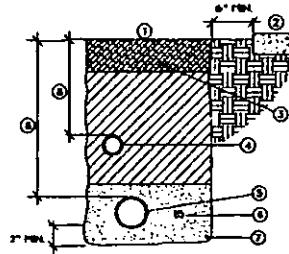
ENT 52149:2005 PG 19 of 37

NOTE:  
1. ONE REMOTE CONTROL VALVE PER BOX.  
2. ALL FITTINGS AND PIPE IN HANDFOLD SHALL BE SOLID 1/2" PVC UNLESS OTHERWISE SPECIFIED.



**D** SLEEVING DETAIL  
NTS

- 1 EXISTING CONCRETE / ASPHALT
  - 2 PATCH & PATCH CONCRETE / ASPHALT AS REQUIRED
  - 3 BOTH AS REQUIRED
  - 4 2" DEPTH FOR CONCRETE 3" DEPTH FOR ASPHALT
  - 5 DEPTH AS REQUIRED TO MATCH MAINLINE (2" - 3") OR LATERAL (1/2" - 1") FITTINGS OR CONTROL VALVES (1/2" - 3")
  - 6 COMPACTED BACKFILL FREE FROM ROCKS GREATER THAN 1/2" IN DIAMETER
  - 7 CONTROL LINES 6" TO EITHER SIDE OR 4" UNDER MAINLINE
  - 8 PVC MAIN LINE/LATERAL
- NOTES:  
• SLEEVES 4" AND SMALLER USE PVC BOX AND PIPE.  
• SLEEVES 6" USE PVC GUYER PIPE.  
• ALL SLEEVES SHALL BE 2" LARGER THAN PIPE TO BE SLEEVED.

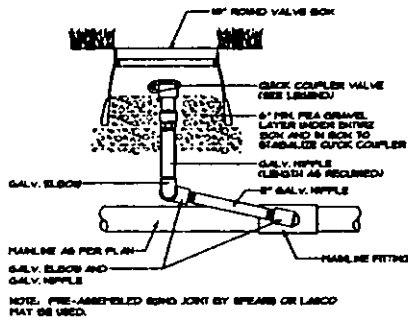


**E** TRENCH DETAIL  
NTS

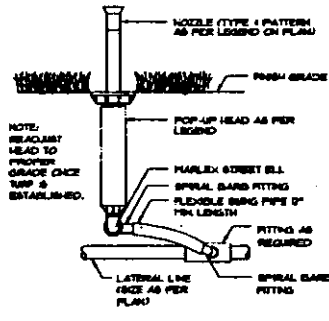
- 1 2" LASH IS EXISTING, REPLACE SOIL AS PER OWNER'S SPECIFICATIONS
  - 2 ADJACENT HARD SURFACE
  - 3 TOPSOIL FREE FROM ROCKS GREATER THAN 1" DIAMETER
  - 4 NON-PRESSURE LATERAL LINE
  - 5 PRESSURE MAIN LINE
  - 6 DIRECT BURIAL, LOW VOLTAGE CONTROL WIRE/TAPE AND BUNDLE AT 18" OC. PLACE 6" EITHER SIDE OF PIPE OR 6" BELOW
  - 7 MORTAR BAND BEDDING 7" BELOW AND ABOVE PIPE. NO ROCKS LARGER THAN 1" DIAMETER TO GO BACK INTO TRENCH AS PER WRITTEN SPECIFICATIONS.
  - 8 PIPE DEPTH: MAIN LINE: 3' - 36" COVER LATERAL LINE: 2' - 14" COVER
- NOTE: SEE SLEEVING DETAIL FOR TRENCHING IN PAVED AREAS.

SPECIFIC:

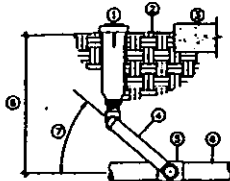
The work - equipment  
The contr. - the compl. materials.  
The shall - materials responsive  
PLANTING MATERIAL  
1. All plant species shall be "first"  
2. Topsoil - hard free of p. drained & moisture - Agriculture  
3. Check with guard  
4. Pre-w  
5. Patch horticultu  
6. Tree & equal.  
7. Plan shall be f and one f  
8. Post - sedge in  
EXECUTIVE  
1. After p layer of s  
SCODING MATERIAL  
1. Kerted more than grasses.  
2. Topsoil  
3. Check guarantee to less th



**F** QUICK COUPLER VALVE  
NOT TO SCALE

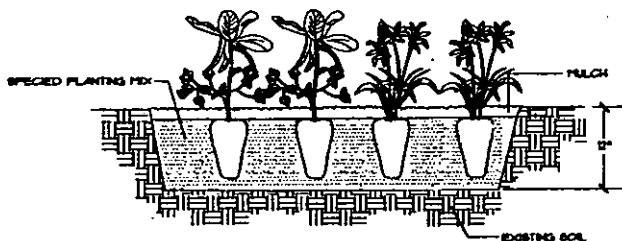


**G** POP-UP SPRAY HEAD  
NOT TO SCALE

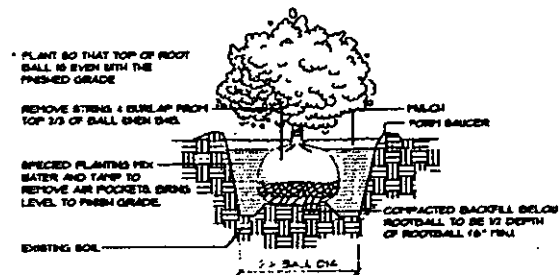


**H** POP-UP GEAR DRIVE ROTOR SPRINKLER  
NTS

- 1 POP-UP ROTOR SPRINKLER - SEE LEGEND
- 2 FRESH GRADE
- 3 NOTE: ALL HEADS TO BE PLACED 2" CLEAR OF ALL HANDICAP SURFACES
- 4 SOIL TO BE UNBROKEN WIPPLE BY HARLIX STREET ELBOW
- 5 PVC BOX AS SHOWN FOR ELBOW
- 6 PVC LATERAL LINE, SIZE AS NOTED ON PLAN
- 7 WIPPLE JOINT ANY INSTALLED AT ANGLE BETWEEN 15 AND 45 DEGS. OF LATERAL PIPE. USE HALF-THREAD NUTS.
- 8 DEPTH - SEE NOTES & TRENCH DETAIL.



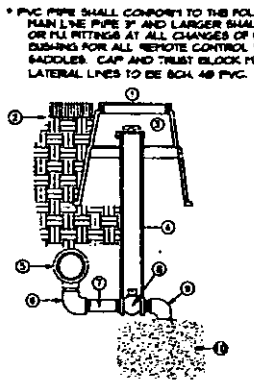
**I** PERENNIAL PLANTING



**J** SHRUB PLANTING

1. PL. SA. PH.  
2. 3. 4. 5.  
6. 7. 8. 9.  
10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

- ① CARBON-BROOKS 148-D STANDARD OR JACOBI VALVE BOX WITH STAINLESS STEEL BOLTS (BOLT DOWN LEG) MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION
- ② INSTALL AT GRADE
- ③ 3/8" MAX. DEPTH
- ④ 6"-8"
- ⑤ MAIN WATER SUPPLY LINE
- ⑥ PVC SCH 80 90 ELBOW
- ⑦ PVC SCH 80 NIPPLE LENGTH AS REQUIRED (FITS)
- ⑧ PVC SCH 80 BALL GATE VALVE
- ⑨ SCH 80 NIPPLE ON EITHER SIDE OF GATE VALVE
- ⑩ MALLEABLE IRON OR APPROVED AMERICAN MADE BRASS GATE VALVE BY NON RIBBED STD (LINE SIZE)
- ⑪ ELECTRIC CONTROL VALVE - SEE EQUIPMENT SCHEDULE
- ⑫ SCH 80 NIPPLE ON EITHER SIDE OF UNION
- ⑬ PVC SCH 80 UNION
- ⑭ WATER TIGHT CONNECTORS (3/4" OBT ONLY)
- ⑮ PROVIDE 1/2" EXPANSION LOOP AT EACH WIRE CONNECTION IN BOX
- ⑯ SCH 80 ELBOW WITH SCHED. 80 NIPPLE INTO 8" X 1" BUSHING TO LATERAL
- ⑰ SCH 80 ELBOW NIPPLES
- ⑱ LATERAL LINE
- ⑲ CONTROL WIRES
- ⑳ 6" MIN. DEPTH CLEAN PEA GRAVEL
- ㉑ PVC SCH 80 END BUSHING WITH SCH 80 END BUSHING OR DOUBLE STRAP BUNDLE



- \* PVC PIPE SHALL CONFORM TO THE FOLLOWING STANDARDS:
- MAIN LINE PIPE 3" AND LARGER SHALL BE CLASS 2000 C-RING MARCO DUCTILE IRON FITTINGS OR PL FITTINGS AT ALL CHANGES OF DIRECTION. 1/2" SCH 80 90 ELBOW WITH SCH 80 END BUSHING FOR ALL REPTITE CONTROL VALVE INSTALLATIONS, OR EPOXY COATED DOUBLE STRAP SADDLES. CAP AND TRUST BLOCK MAIN LINES THREE (3) FEET PAST ALL FITTINGS AND VALVES. LATERAL LINES TO BE SCH 40 PVC.
- ① 3/4" BALL VALVE BOX BY LOCK BOLT. CARBON-BROOKS 148-D OR EQUAL
- ② FINISH GRADE
- ③ BALL BEARING BRASS LOCKING VALVE CAP PERMANENTLY ATTACHED TO TOP OF MAINLINE 1/2" BELOW GRADE
- ④ 1" PVC SCH 40 SLEEVE NOTCHED OVER VALVE
- ⑤ 3/4" SCH 80 TEE 1" MAIN LINE
- ⑥ 3/4" PVC SCH 80 90 ELBOW
- ⑦ 3/4" PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- ⑧ 3/4" FORD BRASS BALL VALVE
- ⑨ 3/4" MARLEX STREET ELBOW
- ⑩ GRAVEL BUMP - 1/2" X 1/2" X 6" FIN SIZE
- NOTE:  
1/ ALL PVC NIPPLES TO BE SCH 80  
2/ PROVIDE VALVE KEY TO OWNER

MANUAL DRAIN VALVE ASSEMBLY

OR LANDSCAPE DEVELOPMENT

by these drawings and specifications consists of furnishing labor, materials, splices in performing all operations as outlined in these contract documents.

Keep the premises free from accumulation of waste material and rubbish and at the work he shall remove from the premises all rubbish, trimmings and surplus

work, and in compliance with all applicable specifications, replace or repair any damaged by himself, his employees, subcontractors, and equipment for which he is

soil of good average uniform growth free from irregularities, typical of the nursery grown, well formed and uniformly branched. The plants shall conform to standards as adopted by the American Association of Nurserymen.

soil must be natural sandy loam, of uniform quality, free from subsoil, hard clods, stiff partially disintegrated clods or any other undesirable material. Soil shall be free from weeds, or seeds that would be toxic or harmful to growth and obtained from naturally soil shall contain at least 4 percent organic matter determined by loss on ignition or as dried in accordance with current methods of the Association of Official Agricultural Chemists.

fertilizer shall be a mixed commercial fertilizer, 8-7-24C, type I, grade (16-16-8) level B, with an analysis of contents marked on containers.

herbicide shall be Roamer, Devrinol, Elinco XL, or approved equal.

It shall meet requirements of G-P-166a, class B commercial classification and may be wet-noticed seedling.

backfilling soil shall consist of three parts topsoil and one part Soil Prep or

soil planting beds shall be filled with 1/2" prepared soil mix. Ground cover areas shall be prepared soil mix consisting of four parts topsoil, one part peat by volume Prep or equal.

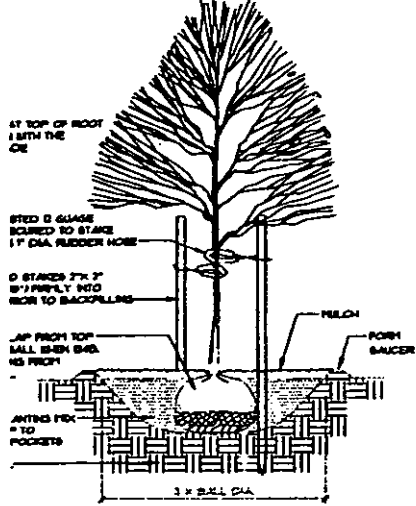
herbicide product and may be weed pest, sedge pest, moss pest, reed muck, or 166a. Moss pest shall be of horticultural grade (fine strands).

soil and application of pre-emergent herbicide has been completed, a herbicide shall be applied on all shrub and ground cover beds.

soil sod shall be nursery grown. It shall be uniformly cut approximately 3/4" or be rooted 2-year old growth. The sod shall be free from seeds and undesirable

soil as per planting specifications item # 2.

fertilizer shall be a mixed commercial fertilizer, 8-7-24C, type I, grade (20-10-5) with an analysis of contents marked on containers. Combined N-P-K content shall not exceed 15 percent of the total weight.



TREE PLANTING & STAKING

EXECUTION

- Unless otherwise noted on drawings, all areas shall be topsoiled for sod. Rough and sub-finish grading shall be graded to an elevation 1/2" below ultimate finish grade in all cases. Topsoil for sod areas shall be 4" deep, leaving grade 1/2" below finish grade.
- The surface on which the sod is to be laid should be firm and free from footprints or other depressions. All joints shall be closely laid. It shall be thoroughly tamped to a true and even surface at the required finish grade.
- The contractor shall be totally responsible for the watering of newly sodded lawn areas.
- The entire area upon completion of laying sod will be soaked to saturation.
- The contractor shall provide adequate protection to all newly sodded areas including erosion until the end of the guarantee period.
- First mowing of lawn areas shall begin as soon as the grass has reached a height of three inches and subsequent mowing shall be at least once a week, or as often as necessary to maintain all lawn areas at a uniform height of 1/4" to 1/2" until project is substantially completed.

LAWN SEEDING

MATERIALS:

- Grass seed shall be clean and new crop seed, tested to a minimum of 95% purity and 85% germination. Seed shall be applied at a minimum rate of five (5) pounds per thousand square feet with varieties as shown.
- Topsoil shall be as per planting specifications item # 2.
- Chemical fertilizer shall be a mixed commercial fertilizer, 8-7-24c, type I, grade (20-10-5) with guaranteed chemical analysis of contents marked on containers. Combined N-P-K content shall not exceed 15 percent of the total weight.

EXECUTION:

- Unless otherwise noted on drawings, all areas shall be topsoiled for lawn seeding with sub-grade at an elevation 4" below ultimate finish grade. Topsoil for lawn areas shall be 4" deep, leaving planting grade finished at grade.
- First grade shall be first raked. The surface which is to be seeded shall be firm and free from irregularities or depressions.
- One-Step Hydro-Seeding: The method shall consist of combining specified seed mixture and fertilizer with grade 15-25-5 at the rate of (5) eight pounds per one thousand square feet, and wood fiber mulch at the rate of fourteen hundred pounds per acre. Mix these components with water and spray the mixture under pressure onto the prepared areas.
- Lawn seeding shall be utilized only during May 1 through September 30.
- The contractor shall be totally responsible for the watering on newly seeded areas.
- The new planting shall be kept saturated whenever necessary for proper establishment of the lawn. Care shall be taken to avoid excessive seeding and puddling on the surface.
- First mowing of lawn areas shall begin as soon as the grass has reached a height of 3" and subsequent mowing shall be at least once a week to maintain all lawn areas at a uniform height of 1/4" to 1/2" until project is substantially completed.

IRRIGATION SYSTEM

MATERIALS:

- Each bank of control valves shall be increased in an Amerex or Brock plastic valve box.
- Wire shall be direct burial no smaller than size # 14 with copper.
- All wire connections and splices in the field shall use 3/4" OBT wire connectors. All wire splices shall be in a box.
- All lawn spray heads shall be installed on using pipe and all stream rotor and impact heads shall be installed on using joint assemblies.
- Drain valves on main lines shall be 3/4" manual angle valve and shall be installed with a PVC section and marker.
- Sprinkler heads, valves, and controller shall be as described on irrigation legend.
- Minimum pipe size for lateral lines shall be 3/4".

EXECUTION:

- Manual drain valves shall be located at all low points on the main line to provide for adequate drainage. A sump of 12" x 12" shall be installed for drainage.
- All main lines shall be installed to a depth of minimum 18" and embedded in sand. All lateral lines shall be installed to a depth of minimum 12".
- Before trenches are backfilled all lines shall be pressurized and checked for leaks.
- Irrigation pipe and control wiring under walks, roads and other hard surfaces shall be installed PVC sleeves of adequate size.
- At the time of final inspection, the contractor must furnish as-built drawings to the Owner. The drawings must show the locations of all valves, pipes, heads, controllers, and drains used on the job.

MAINTENANCE AND GUARANTEE

- The contractor shall be responsible to maintain all areas of construction until all work is in satisfactory condition at the completion of the contract.

**IVORY DEVELOPMENT**  
978 Woodcock Lane  
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(801) 747-7440



CRANBERRY FARMS

LANDSCAPE DETAILS

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DETAILS

17-7-05

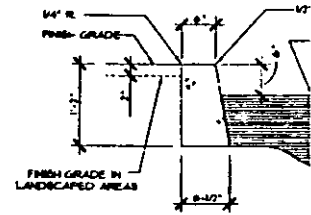
DATE: 1-7-05

BY: [Signature]

DRW: AM

APP: [Signature]

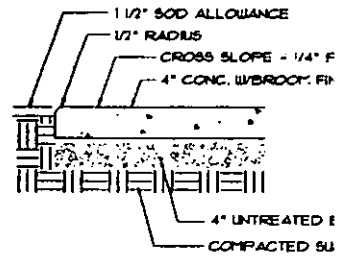
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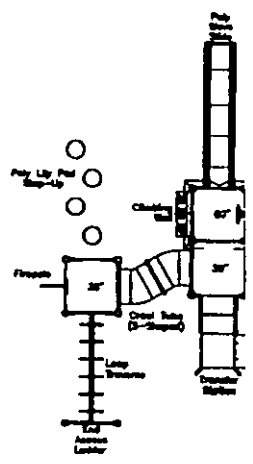
TYPICAL SECTION

**(A)** PLAYGROUND CURB  
(NTS)

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**(C)** CONCRETE WALK  
SCALE: 1" = 1'-0"

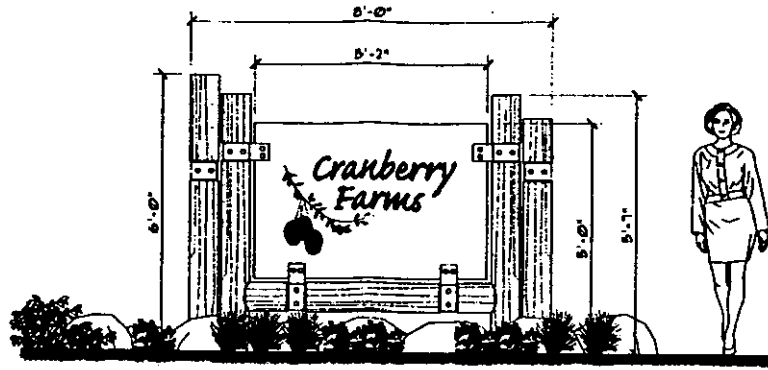


**(E)** PLAYGROUND  
NOT TO SCALE

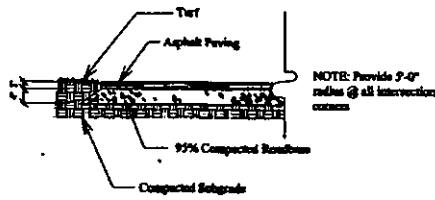
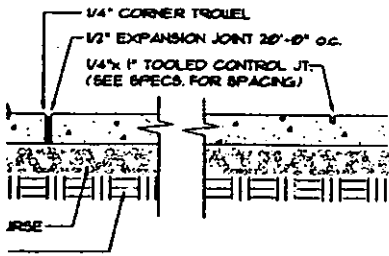
SOFTBALL PLAYGROUND

CONCRETE

L DETAIL

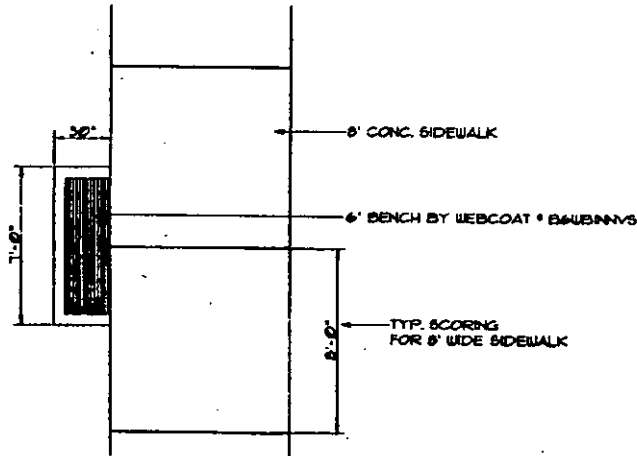
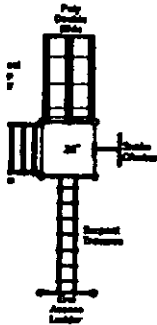


B ENTRY MONUMENT  
SCALE: 1/2" = 1'-0"



D ASPHALT TRAIL  
NOT TO SCALE

ENT 52149:2005 PG 22 of 37



F TYPICAL BENCH PAD LAYOUT  
NOT TO SCALE

LAYOUT



978 Woodcock Lane  
Salt Lake City, Utah 84117  
(801) 747-7440



CRANBERRY FARMS  
LANDSCAPE AMENITIES

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DETAILS

|                |              |        |
|----------------|--------------|--------|
|                | Date Created | 1-7-05 |
|                | Scale        |        |
|                | Drawn        | AV     |
|                | Checked      |        |
| SALT LAKE CITY |              |        |
| L4             |              |        |

**When Recorded mail to:**

Lehi City  
153 North 100 East  
Lehi, Utah 84043  
AFT NO: 4800-04

Exhibit "D"

ENT 52149:2005 PG 23 of 37

MAIL TAX NOTICE TO: Lehi City

Space above this line for recording data.

**WARRANTY DEED**  
(Corporate Form)

**Ivory Land Corporation also known as Ivory Land Corporation, a Utah Corporation organized and existing under the laws of the State of Utah, with its principal office at 978 Woodoak Lane, Salt Lake City, Utah 84117**

GRANTOR(S)

Hereby *Convey(s)* and *Warrant(s)* to

**Lehi City**

GRANTEE(S)

of Lehi, County of Utah, STATE OF UTAH

FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE FOLLOWING DESCRIBED TRACT OF LAND IN *Utah* COUNTY, STATE OF UTAH, to-wit:

**DETENTION AREA**

A portion of the Northeast Quarter and the Southeast Quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point located North 0° 14' 20" West along the Section line 66.70 feet and West 756.71 feet from the East Quarter Corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 72° 18' 58" West 188.94 feet; thence North 73° 46' 14" West 77.65 feet; thence South 48° 18' 38" West 77.05 feet; thence North 78° 19' 29" West 57.36 feet; thence North 11° 45' 33" East 69.87 feet; thence North 16° 58' 08" East 42.02 feet; thence North 75° 55' 15" East 395.94 feet; thence South 17° 41' 03" East 51.64 feet; thence South 35° 47' 28" West 99.10 feet to the point of beginning.

**2100 NORTH STREET DEDICATION**

A portion of the Northwest Quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at the West Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 0° 14' 20" West along the Section line 49.73 feet; thence North 89° 42' 00" East 1,053.64 feet; thence North 72° 27' 46" East 194.98 feet to the westerly line of the Union Pacific Railroad; thence Southeasterly along the arc of a 61,150.00 foot radius non-tangent curve (radius bears: North 47° 53' 34" East), concave Northeasterly, 147.61 feet through a central angle of 0° 08' 18" (chord: South 42° 10' 35" East 147.61 feet) to the Quarter Section line; thence South 89° 48' 10" West along the Quarter Section line 1,338.45 feet to the point of beginning.

**2300 WEST STREET DEDICATION**

A portion of the Northwest Quarter of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the northerly line of 2100 North Street located North 0° 14' 20" West along the Section line 49.73 feet and North 89° 42' 00" East 202.01 feet from the West Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence Northeasterly along the arc of a 36.00 foot radius curve to the left 56.88 feet through a central angle of 90° 31' 52" (chord: North 44° 26' 04" East 51.15 feet); thence North 0° 49' 52" West 463.44 feet; thence along the arc of an 840.00 foot radius curve to the right 501.80 feet through a central angle of 34° 13' 40" (chord: North 16° 16' 58" East 494.38 feet); thence North 33° 23' 48" East 39.45 feet to the westerly line of the Union Pacific Railroad; thence South 41° 55' 00" East along said railroad 119.85 feet; thence South 29° 49' 26" West 291.19 feet; thence Southwesterly along the arc of a 760.00 foot radius non-tangent curve (radius bears: South 78° 20' 54" East) concave Southeasterly, 165.58 feet through a central angle of 12° 28' 58" (chord: South 5° 24' 37" West 165.25 feet); thence South 0° 49' 52" East 464.85 feet; thence along the arc of a 36.00 foot radius curve to the left 56.22 feet through a central angle of 89° 28' 08" (chord: South 45° 33' 56" East 50.68 feet) to the northerly line of 2100 North Street; thence South 89° 42' 00" West along said Street 152.01 feet to the point of beginning.

SUBJECT TO Easements, Restrictions Rights of Way of record and to general property taxes for th 2005 and each year thereafter.


The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.


ENT 52149:2005 PG 24 of 37

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on November 3, 2004.

Attest:


Ivory Land Corporation

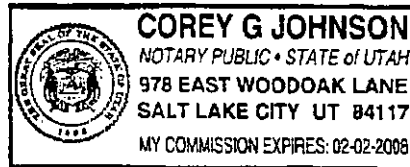
  
COREY G. JOHNSON.

  
By: Clark D. Ivory

STATE OF UTAH )  
 ) :SS  
COUNTY OF Salt Lake )

On November 3, 2004 personally appeared before me Clark D. Ivory , who being by me sworn did say, that the said Clark D. Ivory is the Director of Ivory Land Corporation also known as Ivory Land Corporation, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said , acknowledged to me that said corporation executed the same.

  
NOTARY PUBLIC





# Exhibit "E"

**UTAH POWER**  
American Fork New Connects  
72 North 200 East  
American Fork, Utah 84003

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August 18, 2004

To City Planning & Zoning:

This letter is to advise you that Utah Power has reviewed the plans for *Cranberry Farms* project located at *2300 West 2150 N. Lehi (Approx.)* and find the following:

|                               |
|-------------------------------|
| No further action is required |
|-------------------------------|

The following indicated items need further action:

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Removal/Purchase                              |
| <input type="checkbox"/>            | Relocation Needed                             |
| <input type="checkbox"/>            | Right of Way Easements                        |
| <input type="checkbox"/>            | Clearance Issues                              |
| <input type="checkbox"/>            | Forward to Utah Power Transmission Department |
| <input type="checkbox"/>            | Forward to Utah Power Right of Way Department |

To arrange an appointment with an estimator at Utah Power, call the "Builder's Hotline" at 1-800-469-3981.

Acknowledgment of Review:

*Cheryl Beauchaine*  
Utah Power Representative

10.11.04  
Date

*[Signature]*  
Customer Representative

13 Oct. 04  
Date

RECEIVED  
OCT 21 2004  
LEHI CITY

# Exhibit "F"

(5 pages)

ENT 52149:2005 P6 26 of 37

ual lot sizes may be reduced below the requirements of the district in which the development is located. The remaining land not within individual lots shall be set aside for parks, playgrounds, open space or other open areas.

G. Required Open Space. For all Planned Unit Developments not less than ten percent (10%) of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas.

H. Location of Open Space. The location of open space conserved through a Planned Unit Development shall be consistent with the policies contained in the General Plan Parks, Open Space and Recreational Facilities Element. Required open space areas shall be contiguous, not a collection of remnants, and the majority of residential lots or units within the PUD should abut the open space. Yard areas within lots shall not be counted toward meeting the minimum open space requirement. Detention and/or retention basins shall not be counted toward meeting the minimum open space requirement. Open space design and location issues are to be kept separate and independent of drainage issues.

I. Open Space Adjacent to Arterial Roads. In such instances where a Planned Unit Development is required for projects adjacent to a master planned arterial road, the area between the property line/ROW line and the required decorative fence shall be enlarged and landscaped as part of the required open space. The enlarged parkway area will be counted towards meeting the minimum open space requirement and shall include decorative fencing, street tree plantings and other applicable improvements required in the Lehi City Design Standards and Public Improvement Specifications Manual. The landscaped area may also include shrubs, rocks, flowerbeds and ground cover. Maintenance of the landscaped parkway shall be insured by the developer/owner by means of a property management agency or by establishing a private association or corporation responsible for such maintenance, which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development.

J. Utilities. All buildings shall be served by public sewer and water systems and shall conform to the requirements of the Lehi City Design Standards and Public Improvement Specifications.

K. Compatibility. Wherever the Planned Unit Development site is adjacent to or contiguous with to a lower density residential or agricultural district, then for that portion of the Planned Unit Development site adjacent to or contiguous with the lower density residential or agricultural district, all yard and setback requirements of the adjacent or contiguous zoning district shall apply.

L. Landscaping. All areas not covered by buildings, or by off-street car parking areas or driveways, shall be planted in lawn, trees and shrubs, or otherwise landscaped and maintained in accordance with an approved landscape plan. All required front yard and side yard areas which are adjacent to a public street shall not be used for automobile parking areas, except for permitted driveways, but shall be landscaped and maintained with lawns, trees and shrubs, or other landscape materials.

M. Design Standards and Conditions. Design standards and conditions of development approval in addition to those required by the underlying zoning district may be required as conditions of approval, by the Development Review Committee, Planning Commission and City Council when deemed necessary to insure that a Planned Unit Development will be compatible with adjoining or nearby uses.

## ★ Section 17.050. Architectural Standards. (New 8/12/03)

A. Purpose. These architectural standards and criteria are intended to provide high quality neighborhoods that are aesthetically attractive and desirable places to live. The standards require variations in neighborhood appearance, a sense of individuality for each home, and street scenes that function well and have visual interest. In making neighborhoods a more attractive and desirable place to live, the City hopes to increase neighborhood longevity, create a greater sense of community pride, and provide a high quality of life for Lehi's citizens.

B. Product Mix. Each PUD project shall provide a *variety* of home styles to insure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non repetitive, the same home elevation or homes with the same color scheme shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another.

C. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around

architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wraparound porch, or facing the home on a diagonal towards the intersection.

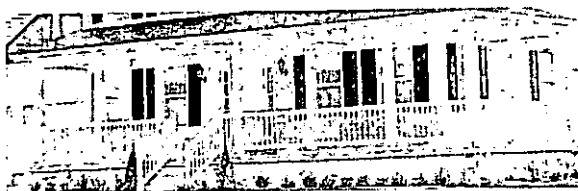
D. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The City encourages house plans where the garage does not extend forward of the main architecture of the home, and also encourages the use of side load/swing-in type garages.

E. Architectural Features. The following architectural features are required for each home within a PUD based on the type of exterior materials used. Houses using siding (vinyl, aluminum, or other) as the exterior material must incorporate at least 12 of the following architectural features in their design; houses with a combination of siding and hard surface (ie. brick wainscoat or hard surface front with siding on side and rear) must incorporate at least 10 of the following architectural features in their design; houses using all hard surface for exterior materials (brick, stucco, stone) must incorporate at least 8 of the following architectural features in their design. The architectural features selected must be appropriate to the architectural style of the home. Prior to issuance of a building permit within an approved PUD, the Chief Building Official shall verify that these architectural standards have been satisfied. The Chief Building Official may request input from the DRC, Planning Commission, and City Council as deemed necessary.

- 1. Front Porch (must be at least 4' wide and 4' long – landings and stoops do not count).



- 2. Wrap around porch.



- 3. Decorative gables, curved gables and dormers with 2' x 6' Facia that break up otherwise long, uninterrupted rooflines.



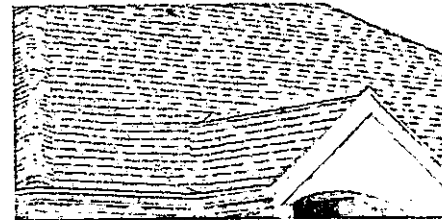
- 4. Hip roof or dutch hip roof with 2' x 6' Facia.



- 5. 8/12 roof pitch or greater with 2' x 6' Facia.



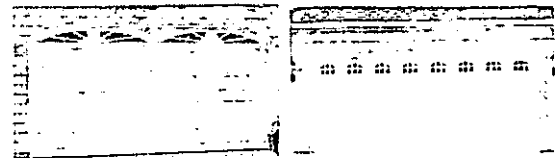
- 6. Architectural grade asphalt shingles and wood or simulated wood shake shingles.



- 7. Wood or simulated wood garage door.



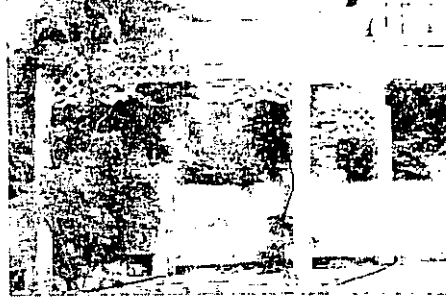
- 8. Decorative valance windows in garage door.



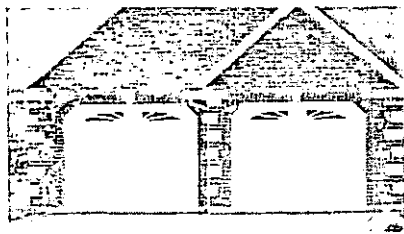
9. Arched garage door entry.



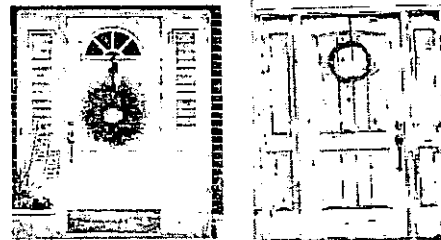
14. Overhead detached trellis forward of the garage, spanning the driveway.



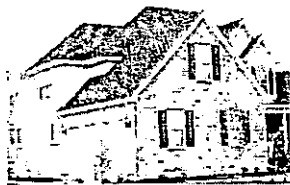
10. One large garage door split into two single doors.



15. Decorative front door including wood or simulated wood doors and doors with etched or stain glass windows.



11. Side entry garage with windows in the exterior garage wall that faces the front yard.



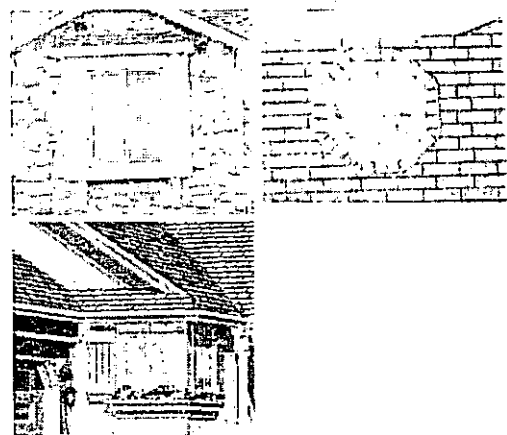
16. Bay or bow window.



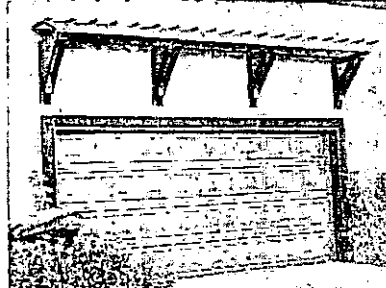
12. Full recess garages (with or without a covered breezeway).



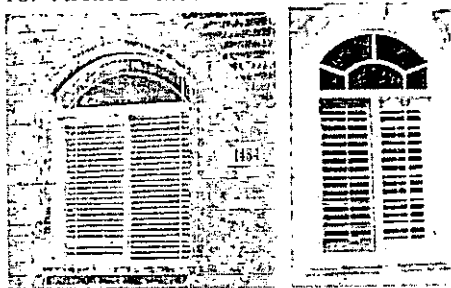
17. Oval, octagon or other feature window.



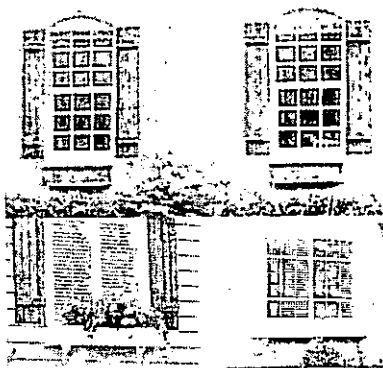
13. Attached trellis beneath the garage roof fascia and above garage door header trims.



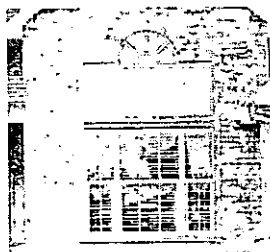
18. Arched window.



22. Decorative window planter boxes.



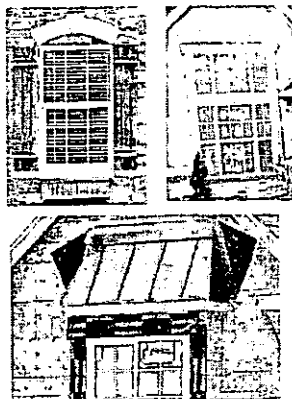
19. Oversized window(s) (larger than minimum building code requirement).



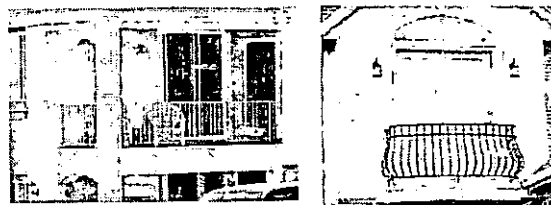
23. Pot shelves.



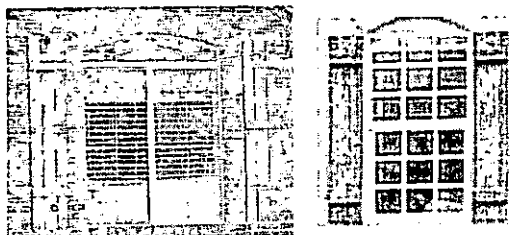
20. Decorative Window trim.



24. Balconies (covered or open).



21. Decorative shutters and window mullions for all street facing windows (styles other than standard vinyl rectangular shutters are encouraged).



25. Decorative railings or porch columns.



26. Quoins corners, mullions, or similar decorative trim.



27. Cantilevers "Pop Outs" and setbacks to different parts of the home that break up otherwise long uninterrupted wall planes.



28. Decorative chimney or chimney accents and details



city may require the creation of a corporation or homeowners association granting beneficial rights to the open space to all owners or occupants of land within the Planned Unit Development.

C. The developer/owner will be required to develop and maintain all park, playground and other open space areas, unless part of, or all of these areas are contiguous to and made part of an existing City maintained park.

D. In the case of private reservations, all park and open space areas shall be protected against any future building development by conveying to the City as part of the condition for project approval, an open space easement over such open areas, restricting the area against any future building or use, except as is consistent with that of providing landscaped open space for the aesthetic and recreational satisfaction of the residents. Building or uses for noncommercial, recreational or cultural purposes, compatible with the open space objectives, may be permitted only with the express approval of the City, and the receipt of all necessary approvals, licenses and permits.

E. The maintenance of all private park and open space areas shall be insured by the developer/owner by establishing a private homeowners association, property management agency or corporation responsible for such maintenance which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development. Ownership and tax liability of private park and open space reservations shall be established in a manner acceptable to the City and made a part of the conditions of the Planned Unit Development approval.

**Section 17.070. Amendments to an Approved Planned Unit Development.**

Amendments to an approved Planned Unit Development may be permitted by following the procedures required for the original approval and upon the filing of a petition with the City by at least two-thirds (2/3rds) or more of the property owners within the Planned Unit Development area.

**Section 17.060. Guarantees. (Amended 2/27/01)**

A. Adequate guarantees, acceptable to the City, must be provided for the permanent preservation and maintenance of park, playground, and other open space areas.

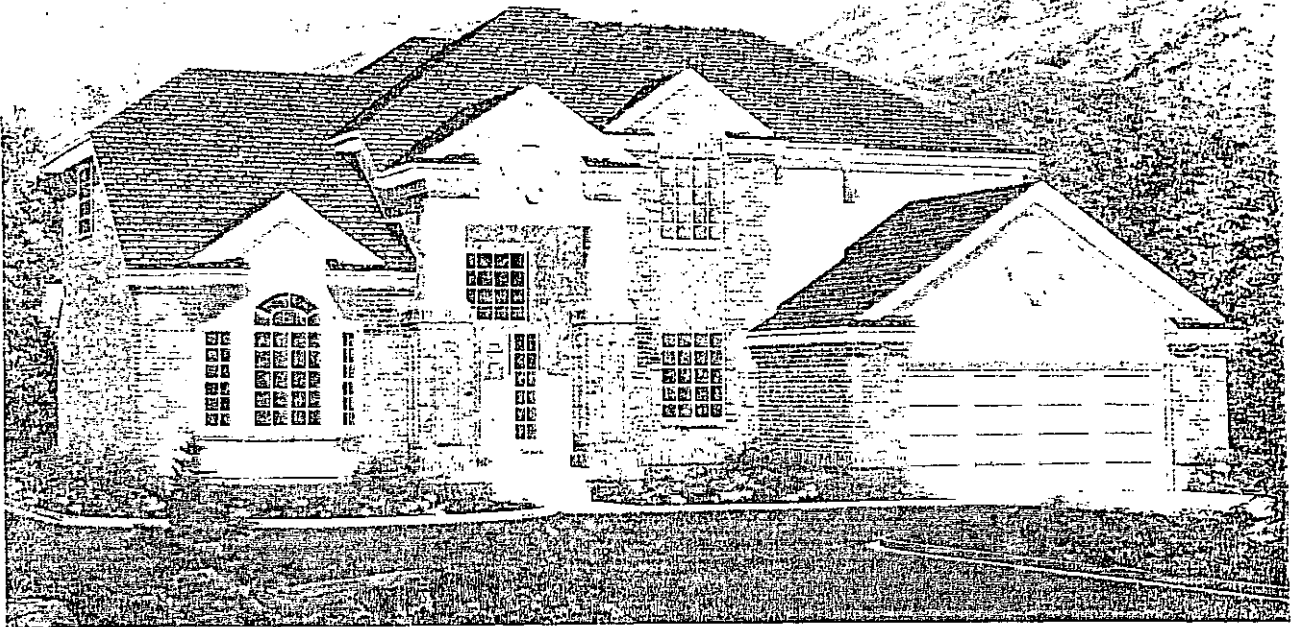
B. The city may require the developer/owner to furnish and record protective covenants, which will guarantee the preservation and maintenance of all park, playground and other open space areas or the

Exhibit "G"  
(7 pages)

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# HUNTINGTON ALTERNATE

TWO STORY



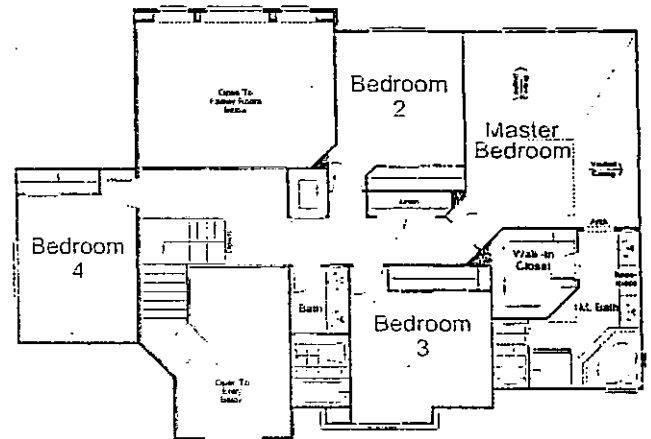
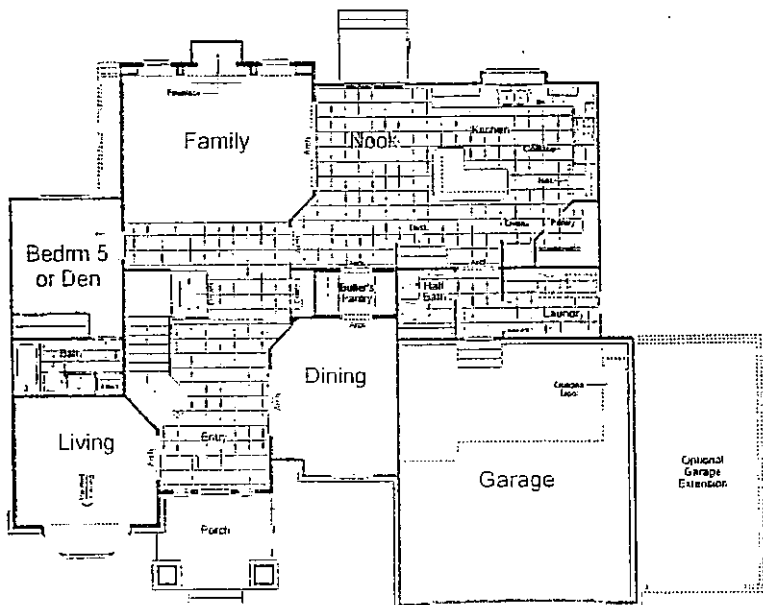
TOTAL SQ. FEET: 4,980

FINISHED SQ. FEET: 3,164

UNFINISHED SQ. FEET: 1,816

WIDTH: 59' 0"

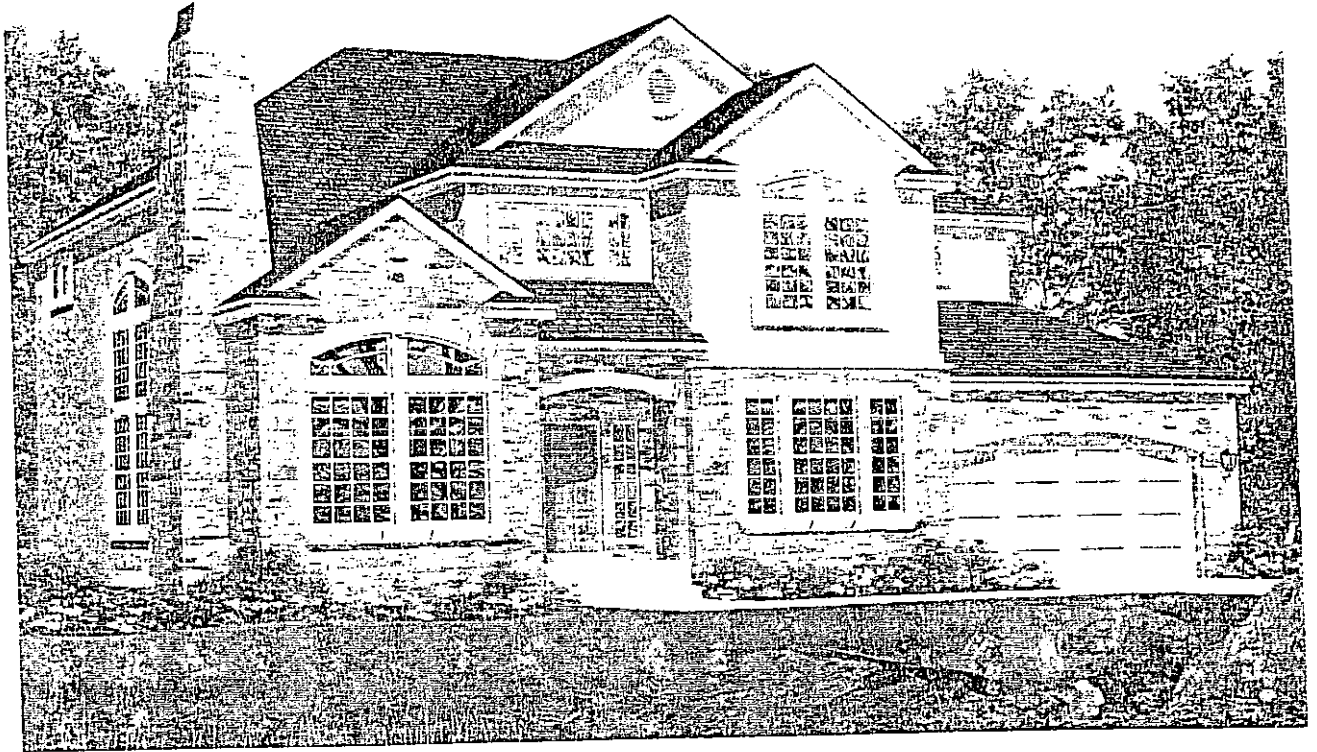
DEPTH: 50' 0"



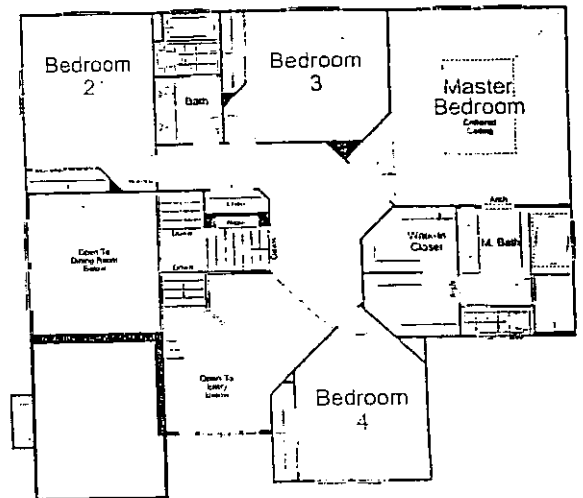
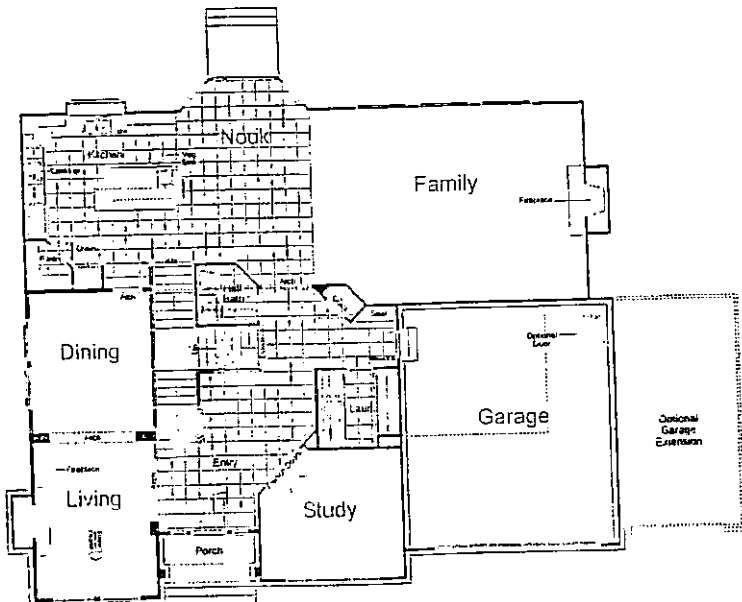
TWO-STORY

# CARRARA

ENT 52149:2005 PG 32 of 37



TOTAL SQ. FEET: 5,633    FINISHED SQ. FEET: 3,584    UNFINISHED SQ. FEET: 2,049    WIDTH: 58' 0"    DEPTH: 50' 0"

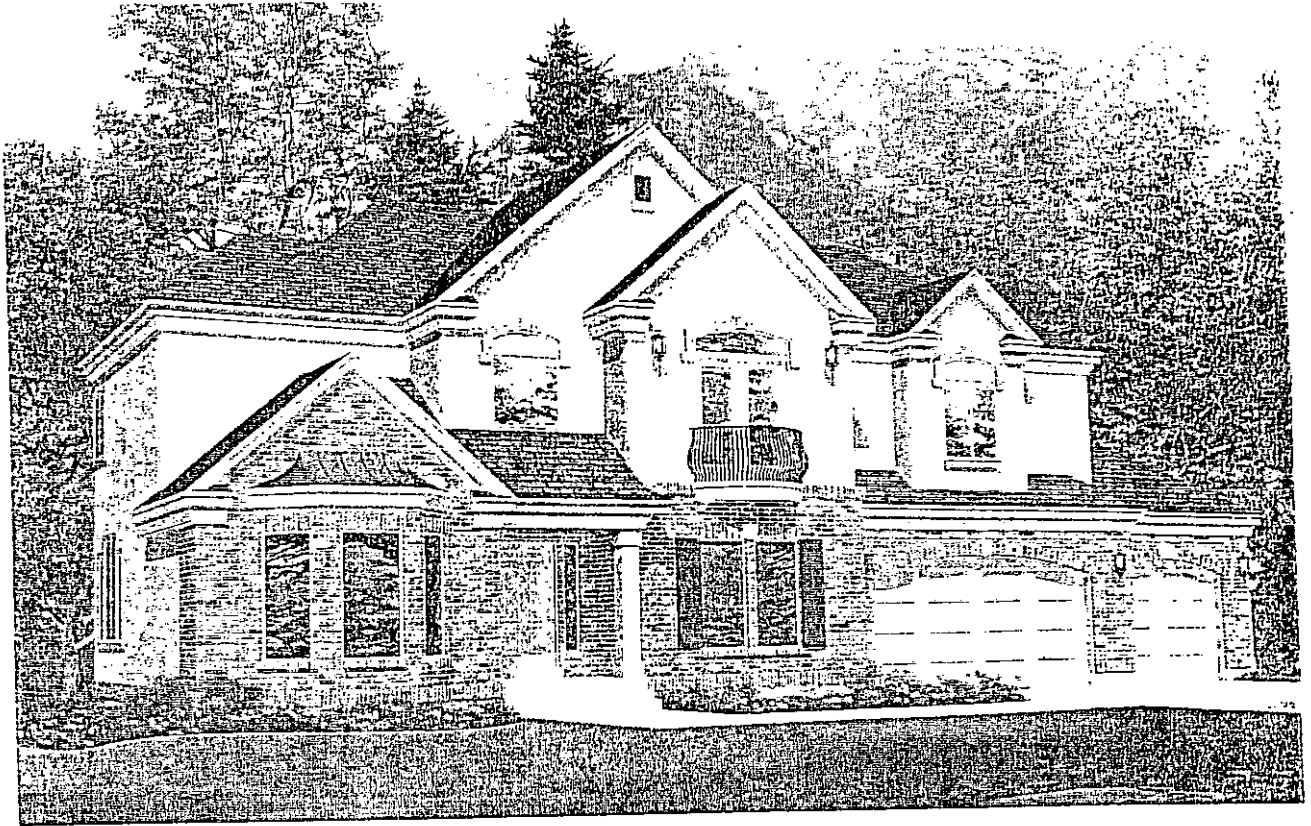




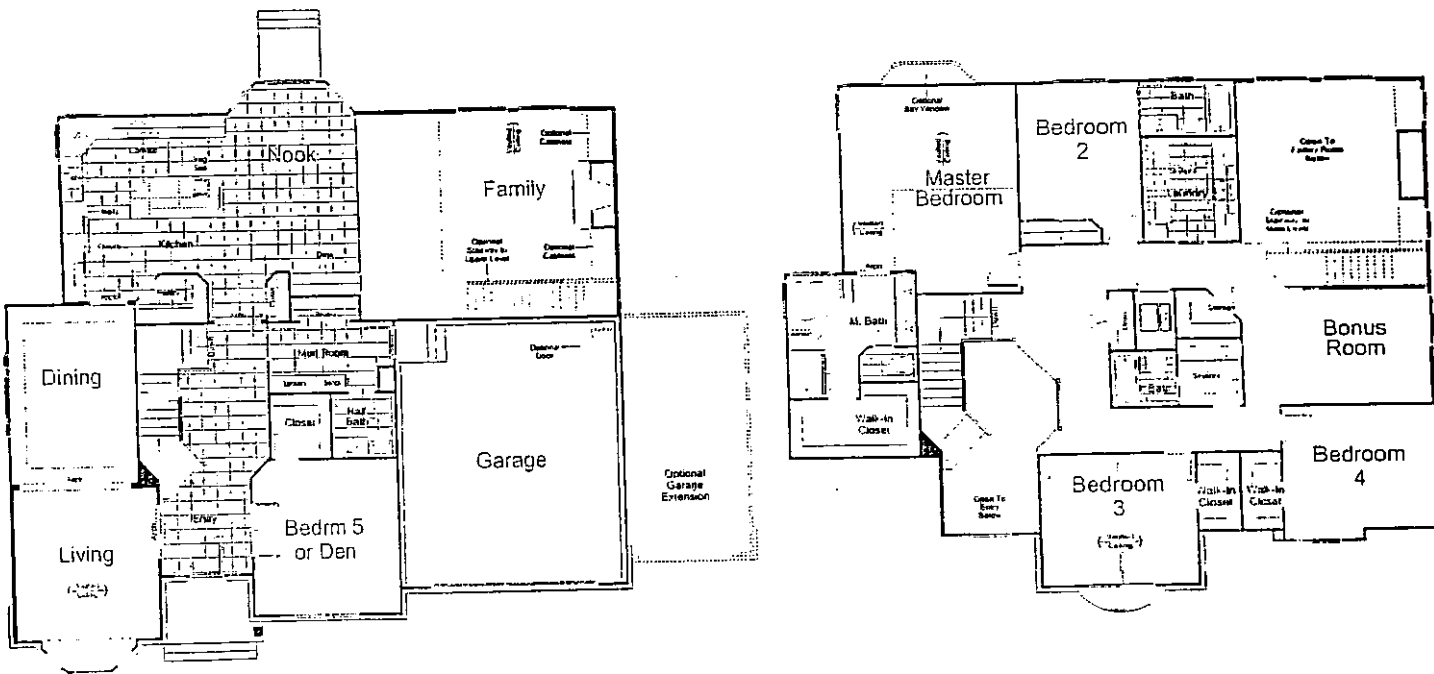
TWO-STORY

# TUSCANY

ALTERNATE ENT 52149:2005 PG 33 of 37 11



TOTAL SQ. FEET: 6,350    FINISHED SQ. FEET: 4,236    UNFINISHED SQ. FEET: 2,114    WIDTH: 60' 0"    DEPTH: 56' 0"

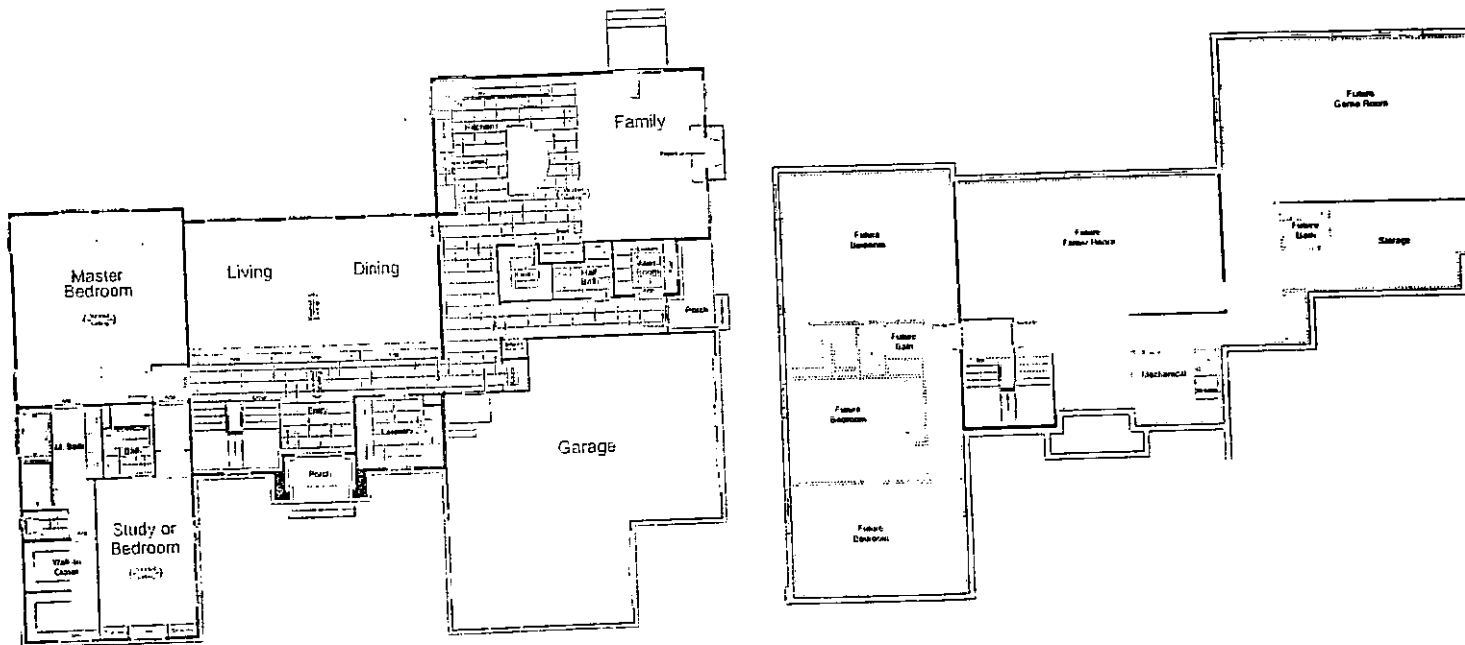


# PORTOFINO

ENT 52149:2005 PG 34 of 37

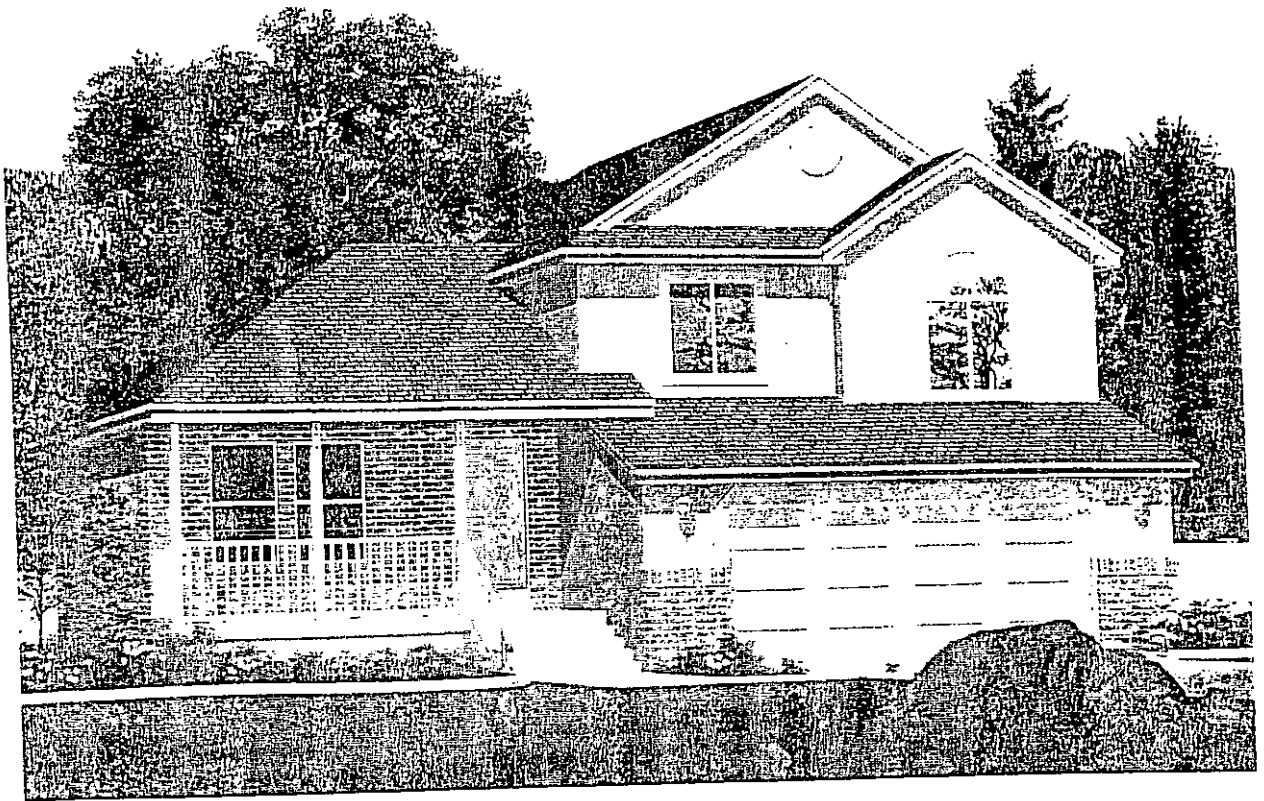


TOTAL SQ. FEET: 6,058    FINISHED SQ. FEET: 3,031    UNFINISHED SQ. FEET: 3,027    WIDTH: 85' 0"    DEPTH: 65' 0"

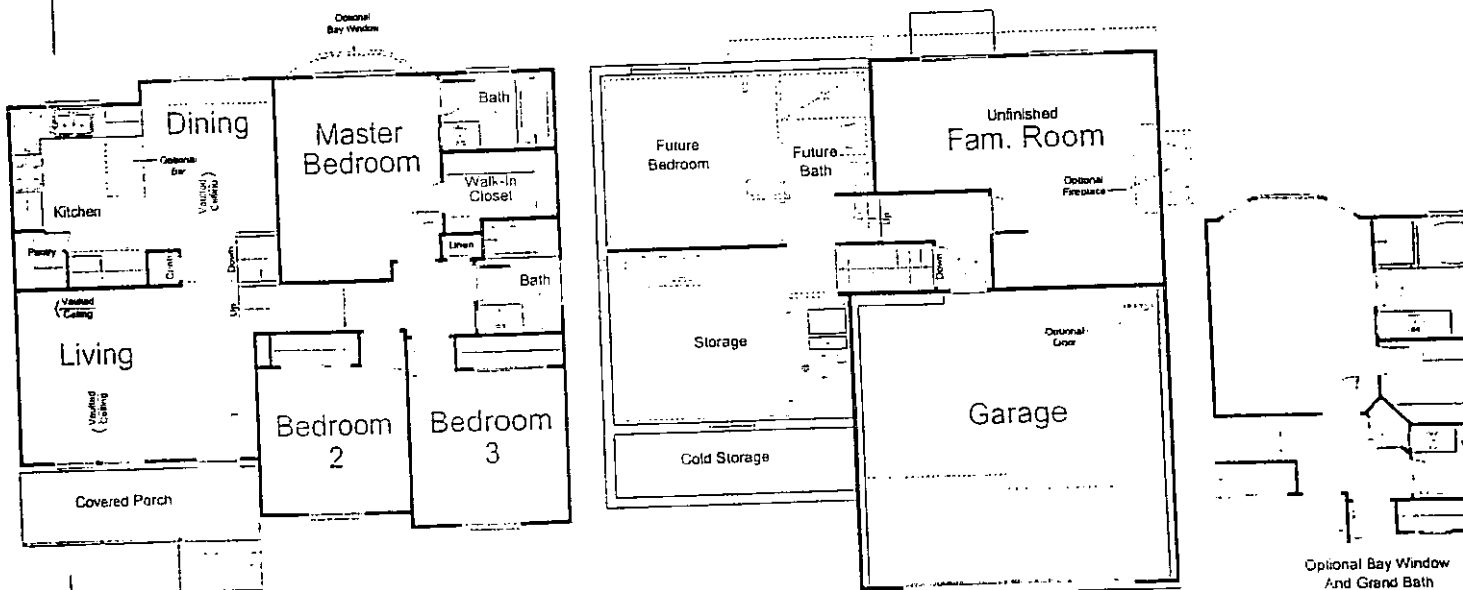


# ASPEN

ENT 52149:2005 PG 35 of 37



TOTAL SQ. FT.: 1,974 FINISHED SQ. FT.: 1,147 UNFINISHED SQ. FT.: 827 WIDTH: 39' 0" DEPTH: 38' 0"

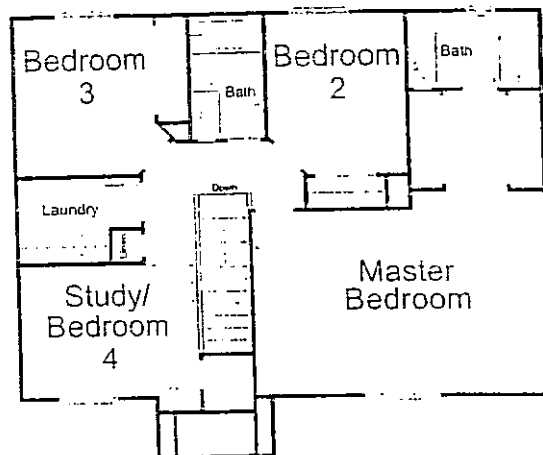
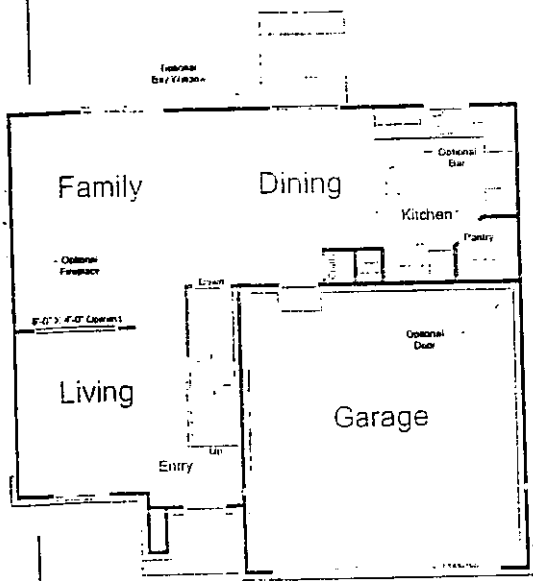


# TELLURIDE

ENT 52149:2005 P6 36 of 37

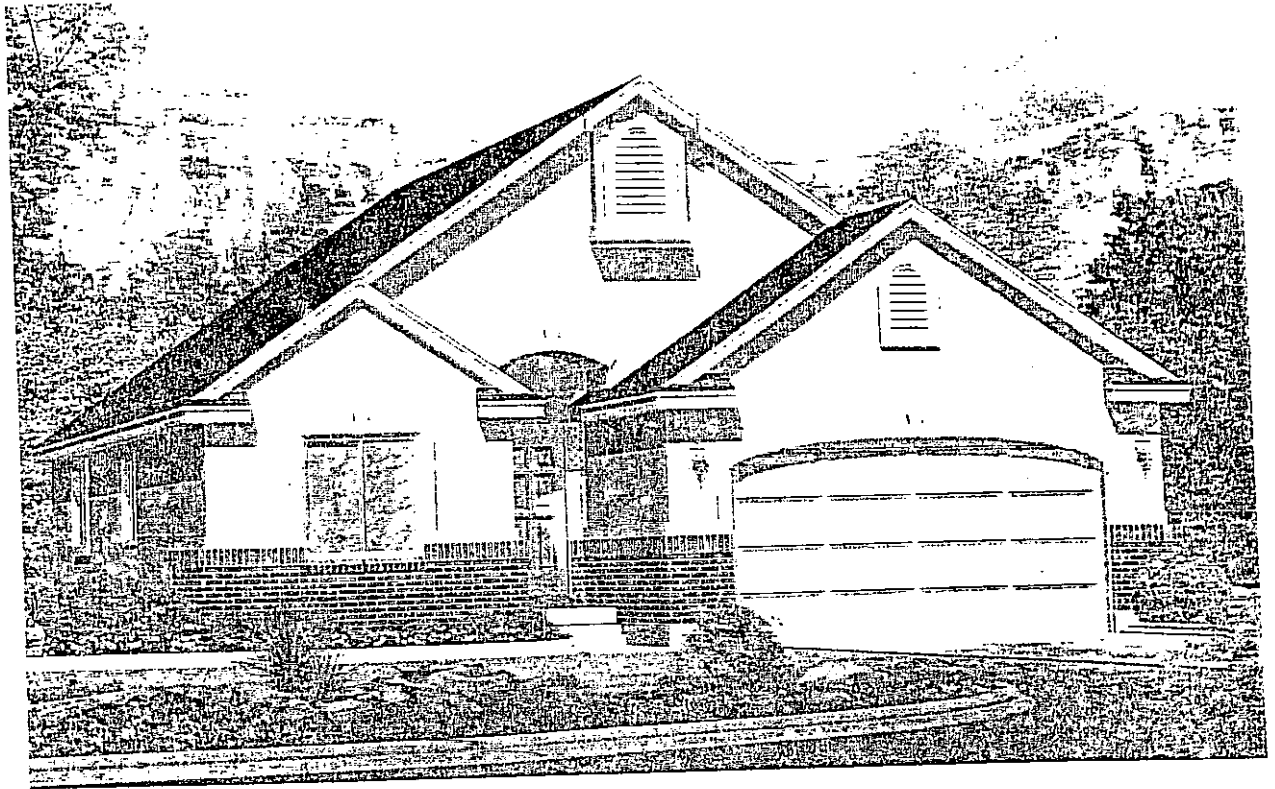


TOTAL SQ. FT.: 2,305    FINISHED SQ. FT.: 1,604    UNFINISHED SQ. FT.: 701    WIDTH: 36' 0"    DEPTH: 32' 4"



# BRECKENRIDGE

ENT. 52149:2005 .PG 37 of 37 11



TOTAL SQ. FT.: 2,778 FINISHED SQ. FT.: 1,384 UNFINISHED SQ. FT.: 1,394 WIDTH: 39' 0" DEPTH: 50' 0"

