Lehi City Planning Dept M (
99 W Main Suite 100
DEVELO

DEVELOPMENT AGREEMENT CRANBERRY FARMS, PLAT C

ENT 61280:2006 PG 1 of 36 ON THE COUNTY RECORDER 2006 Hay 18 8:55 am FEE 0.00 BY STL

A PLANNED UNIT DEVELOPMENT PROJECT

This Development Agreement is entered into as of this <u>j4</u> day of <u>Sebruary</u> 2006, by and among the owners and developers of the Cranberry Farms Subdivision, Plat C, 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 37 lot residential Planned Unit Development Project designated as Cranberry Farms, Plat C, 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 C. (See Exhibit "A") This open space is owned and maintained by the Home Owners' Association.
 - 3. Developer shall provide open space landscaping for Cranberry Farms, Plat C as

per attached Exhibit "C". The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

- 4. 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 "D".
- 5. Developer agrees to comply with architectural design standards specified in Section 17.050 of the Lehi City Development Code attached as Exhibit "E". Typical approved elevations are attached as Exhibit "F".
- 6. 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."

7. 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

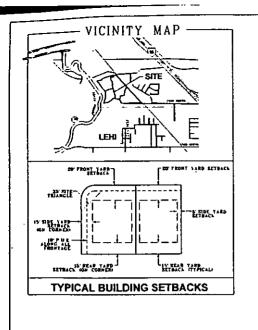
plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City's Development Code Ordinances and Design Standards and Public Improvement Specifications.

- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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: 02/14/06

Ivory Development, LLC

By:	By: Centy P. Van
Its:	Its: President
	ENT 61280:2006 PG 5 of 34
<u>ACKN</u>	OWLEDGMENT
STATE OF UTAH S.S. COUNTY OF UTAH	
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who duly acknowledged to me that he/sh	
My Commission Expires: 5/30/06	NOTARY PUBLIC
NOTARY PUBLIC DONNA PERKINS 4460 So. Highland Dr., Ste. 330 Salt Lake City, Utah B4124 Commission Expires May 30, 2006 STATE OF UTAH	
DATED: 2-14-06 Lehi	City Corporation
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Attest: Con wex Whiten	





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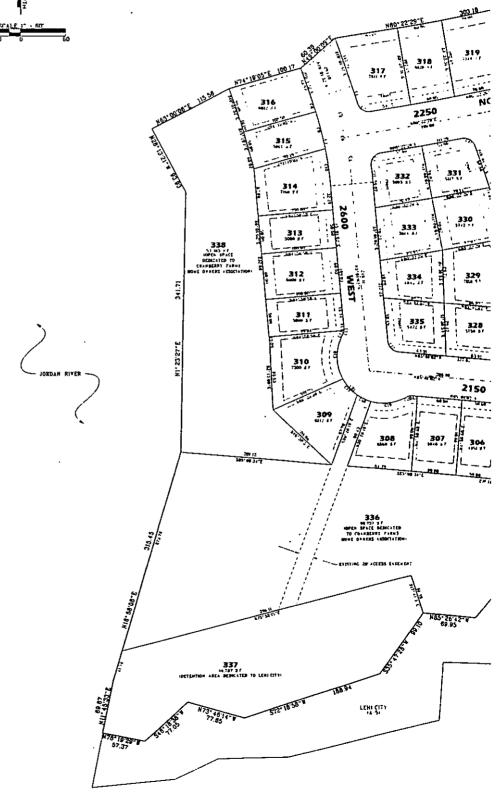
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CRANBERRY FARMS

A PLANNED UNIT DEVELOPMENT

LEHI

SCALE 1" - 60 FEET

SUPPRESENT SEAL OF THE OUTS COUNTY ENCINEER SEAL CLERA SECONDER SEAL

OCT 2 7 2005

Exhibit "B"

ENT 61280:2006 PG 8 of 34

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

SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS C An Expandable Planned Unit Development

This SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS C, 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 11th 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, the FIRST SUPPLEMENT TO THE Declaration of Protective Covenants for CRANBERRY FARMS. was recorded in the office of the County Recorder of Utah County, Utah on the 16th of May, 2005 as Entry No. 52148;2005 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

Whereas, the related Plat Map(s) for Phase B 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 C 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 C Property additional Lots.

Whereas, Declarant now intends that the PHASE C 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 SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS PHASE C.
- 1. **Supplement to Definitions**. Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:
- A. **SECOND Supplemental Declaration** shall mean and refer to this SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS PHASE C.
- B. PHASE C Map shall mean and refer to the Plat Map of PHASE C 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 Second Supplemental Declaration.
- C. **Subdivision** shall mean and refer to CRANBERRY FARMS PHASE A, B, and C.

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 C Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Second 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 C Map, thirty five (35) new building Lots, Numbers 301-335, and two (2) non buildable lots, Numbers 336-337 are or will be constructed and/or created in the Project on the PHASE C Property. Upon the recordation of the PHASE C Map and this Second Supplemental Declaration, the total number of Lots in the

Project will be one hundred and seventy four (174) buildable lots. 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 C is substituted in lieu thereof.
- 6. Effective Date. The effective date of this Second Supplemental Declaration and the PHASE C 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 A day of January, 2006.

DEVELOPER:

IVORY DEVELOPMENT, LLC.

By: CHRISTOPHER P GAMVROULAS.

Its: PRESIDENT

Name: Christopher P. Gamvroulas

Title: President

ACKNOWLEDGMENT

STATE OF UTAH SS: COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day January, 2006 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 DEXELOPMENT, LLC. executed the same.

Residing at: Sattake My Commission Expires:

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)

(January 10, 2006)

PROPOSED CRANBERRY FARMS PLAT "C"

A portion of the NE1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southwest Corner of Lot 224, Plat "B" CRANBERRY FARMS SUBDIVISION according to Official Plat thereof, said point also being located N0°14'20"W along the Section line 272.33 feet and West 267.13 feet from the West 1/4 Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence N79°31'00"W 218.40 feet; thence S40°37'23"W 224.68 feet; thence N85°26'42"W 69.95 feet; thence S35°47'28"W 99.10 feet; thence S72°18'58"W 188.94 feet; thence N73°46'14"W 77.65 feet; thence S48°18'38"W 77.05 feet; thence N78°19'29"W 57.37 feet; thence N11°45'33"E 69.87 feet; thence N16°58'08"E 315.78 feet; thence N1°23'27"E 341.71 feet; thence N28°13'21"W 93.92 feet; thence N63°00'08"E 115.59 feet; thence N74°19'05"E 100.17 feet; thence N49°00'19"E 60.39 feet; thence N80°22'29"E 323.18 feet; thence S9°37'31"E 102.13 feet; thence S3°10'46"W 57.43 feet; thence S19°01'32"E 372.71 feet; thence S22°52'18"W 57.11 feet; thence S78°26'49"E 100.26 feet; thence along the arc of a 1,200.00 foot radius curve to the left 29.77 feet through a central angle of 1°25'18" (chord: S79°09'28"E 29.77 feet); thence S10°07'53"W 99.92 feet to the point of beginning

REVISED EXHIBIT "B-1" PERCENTAGE OF OWNERSHIP INTEREST

Phase Lot No.	Percentage Of Ownership Interest
1 101	0.57471%
1 102	0.57471%
1 103	0.57471%
1 104	0.57471%
1 105	0.57471%
1 106	0.57471%
1 107	0.57471%
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1 148	0.57471%
1 149	0.57471%
1 150	0.57471%
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3	330	0.57471% E	NT	61280:2006 PG 15 of 34
3	331	0.57471%		
3	332	0.57471%		
3	333	0.57471%		
3	334	0.57471%		
3	335	0.57471%		

Native Grass and Wildflower	Mix	
Сопшоп пате	rhizome or bunch	Seeding rates (ibs/acre, PLS)
Streambank wheatgrass 'Sodar'	R	3
Great Basin wildrye	В	4
Western wheatgrass	R	4
Bluebunch wheatgrass 'Goldar'	В	3
Sandberg bluegrass	В	ī
Sheep fescue	В	1
Smooth brome	R	3
Slender wheatgrass 'Pryor'	B, R	3
Great Basin Wildflower Mix		4
TOTAL PL	S (pure life seed)	36 lbs/acre

LAWN SEED MIX

Seed: The grass seed shall consist of a mixture of the current year's Kentucky Blue Grass Blend of the following varieties:

<u>Bluegrasses:</u> Bluestar 18%, Marquis 19%, Newport 17%, Touchdown 17%

Perennial Ryegrasses APM 16%, Accent 13%

NATIVE GRASS SEEDING AND BED PREPARA

Recommended seeding/maintenance procedure following seedbed preparatio

A) Assure that soil is non-compacted and weed free, a pre-emergent herbicide maapplied no later than 6 months prior to seeding.

B) Saturate soil 1-2 weeks before seeding. If weeds emerge, treat with RoundUp1 and wait 1 more week before seeding.

CO Soil should be most when seeding but not so wet that equipment leaves rute. It very dry water to 6-8" and wait 1-3 days until equipment can be driven across site leaving ruts. Drill-seed grasses as close to 5/8 inch as possible, except sandberg b D) Bulk sandberg bluegrass with rice hulls or other suitable material. Broadcast o

Rake or lightly drag.

E) Water (sprinklers) to saturate soil surface. Do not irrigate for 3 days. Thereaftineeded to keep soil moist his non-wei. It is better to allow the soil surface to dry a to over-water

F) Treat with selective broadleaf herbicide as needed following establishment. Ta to kill the new wildflowers from the seed mix.

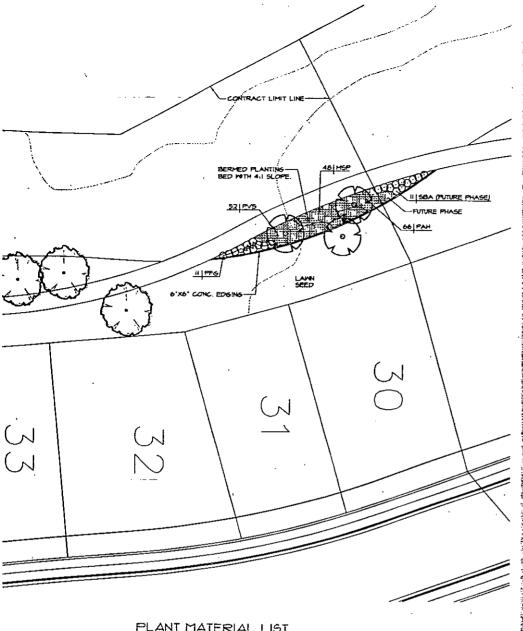
G) Do not fertilize the first year. Evaluate performance after one year to determin

rate of nitrogen is needed (unlikely) H) Wildfluwer plugs may be transplanted into this mix during the first year of esta

provided that broadleaf weeds are not a problem

1) This mix may be broadcast. If broadcast, increase seeding rates by 30%

1) Ideal seeding time is early - and September (fewer weeds). Second best time is



Stantec Consulting Inc. Suite 300, 1995 South 700 Emil Soft Loke City UT U.S.A. 84107 fel. 801,261,0090 Fex. 801,266,1671

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MOV 10/13/05



VORY HOMES CRANBERRY FARMS - C PLAN LEHI, UTAH

PLANTING PLAN

LEHI CITY

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OCT 1 3 2065

Project No. 20 THE ST 186301646 0 L101 1 of 3

KEY	BOTANIGAL NAME	COTTION NAME	6JZE	6PACING
МБ	Juniperus horizontalis 'Blue Chip'	Blue Chip Juniper	5 Gal	4' oc.
P19/P	Hiscanthus sinensis 'Puerktchen'	Maiden Grase	i Gai	24 05
PV5	Panicus virgatus 'Shenandoah'	Seltch Grass	l Gel	24" 05
PAH	Pernisetus alopecuroides 'Hanein'	Fountain Grass	l Gal	18" 05
PFG.	Potentille fruticose 'Gold Drop'	Strubby Cinquefoil	7 Gal	3.00
SBA	Spirage buselds 'Anthony Waterer'	Anthony Waterer Spires	2 Gal	3' 0.5.

TREE LEGEND



Acer platanoides Parkway Parkway Maple 2" cal.



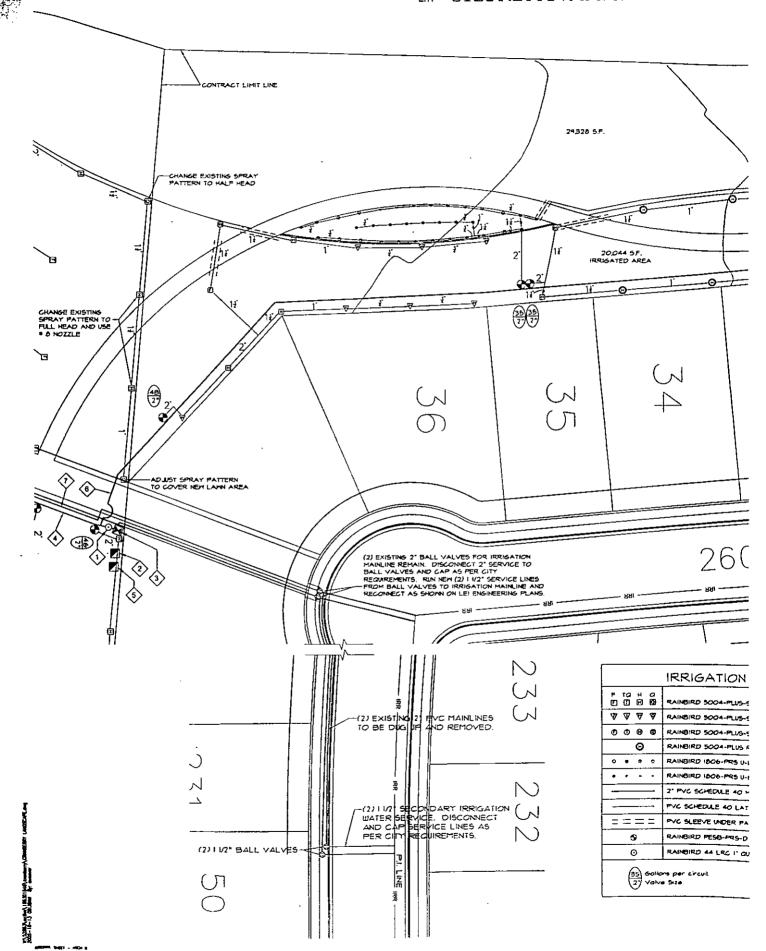
Gleditsia triacanthos i. "Shademaster Shademaster Honeylocust 2" cal.

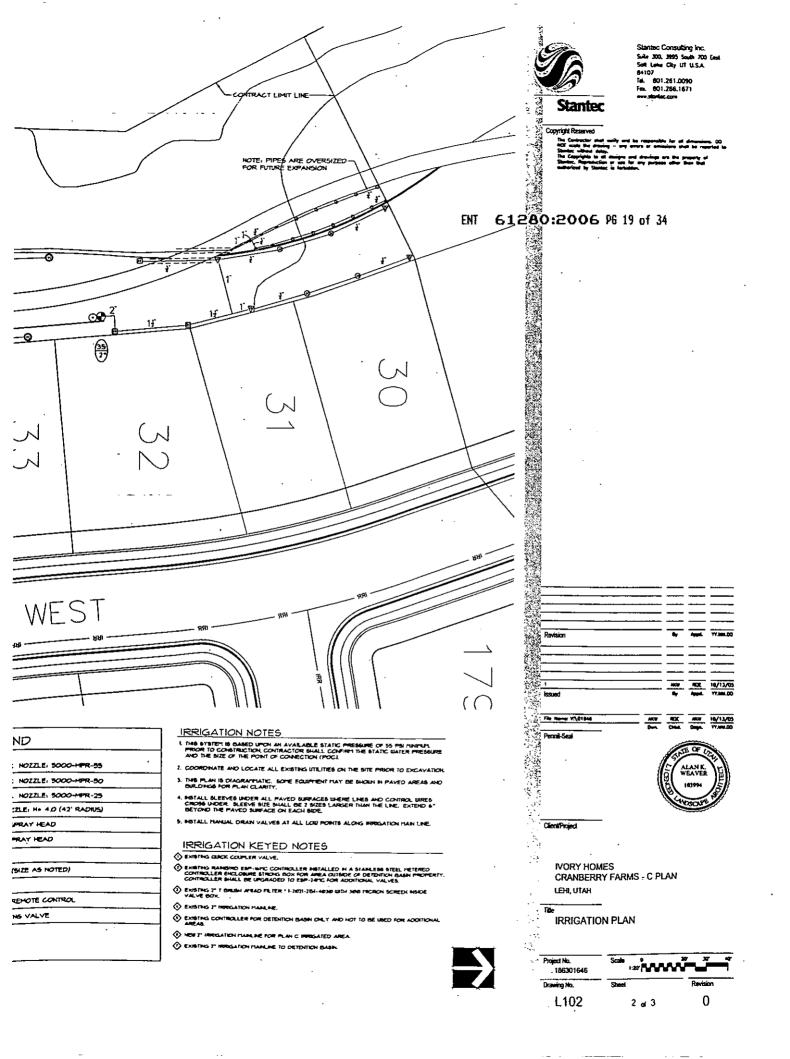


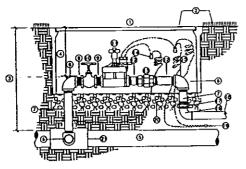
Pyrus calleryana 'Aristocrat' Aristocrat Flowering Pear 2" cal.



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







MOTE.

1. CHE METHOTE CONTINUE, VALVE PER BOX

2. ALL FILLINGS AND THTE IN TWANFOLD SHALL BE
BE BOX ASS THOU USING TEPLON TAPE AND TO
RECTOR SEAL.

CARSON-BROCKS MIS-IT STANDARD ON JUISO VALVE BOX WITH STANLESS STEEL BOLTS, (BOLT DOWN LID), (PLAT BE AFFIR BY LANDSCAPE ARCRITECT FROM TO NAL SETALL AT GRADE

(1) MOTALL AT GRADE

6*-0-

PVC BCH, NO ELECT PYC SCH, SE NEPPLE: LENGTH

(8) PVC SCH SID ELL SAPE SIZE AS VALVE

(9) BOIL BO NETTLE ON EITHER BIDE OF GATE VALVE

HILLBAUKEE BRAND OR APPROVED APERICAN HADE BRASS GATE VALVE IN NON RISING STEP (1 NE 51ZE)

SOL SO NATIVE ON EITHER SIDE OF LINEN

A BATER TIGHT CONSCIORS (3H DBT O'LY)

O PROVIDE W' EXPANSION LOOP AT EACH USE CONFECTOR IN BOX.

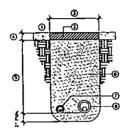
SCIL SE ELBOWETH SCHED, ME METLE INTO

() SON NO ELBOS SON NO FLEGO METTLES

** THE DEPTH CLEAN FEA CHAPTER
 ** THE DEPTH CLEAN FEA CHAPTER
 ** PVC SCH AST TEE SKIKKS BUTH SCH. SST SKIT
 ** BUSHNIS OR DOUBLE STRAP SADOLE.

电子数据

CONTROL VALVE ASSEMBLY



TENETHS CONCRETE / ABPUALT

2 BANDUT I PATCH CONCRETE! (1) SUDTH AS REQUIRED

() DEPTH FOR CONCRETE

COMPACTED BACKFLI FREE
HIGH BOCKS GREATER THAN
1 MT N DIAMETER.

O CONTROL BRES 6" TO EITHER SOR ON 6" UNDER MANLINE.

BODE ON 6" NOTER HARLIE.

(B) PVC HARLIERAL

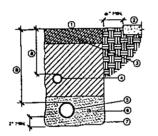
NOTES

- NEEVES 4" AND SMALLER USE PVC

- NEEVES #4" USE PVC SENER PIPE

- ALL SLEEVES BALL DE 2" LARGER
HAN PIPE TO DE SLEEVED.

(B) SLEEVING DETAIL



1) IF LASH IS EXISTING, REPLACE SOO AS PER OWER'S SPECIFICATIONS

NOZZLE (TYPE + PATTERN AS PER LEGGEO ON PLANS

POP-UP HÉAD ÁS FER LEMBO

POP-UP SPRAY HEAD

(C) ACLICATED SARRO SARRACE

3 TOPSOL PREE PROH ROCKS O

ETERO\$2006 PG 20 of 34

PRESSURE MAN LINE

DIRECT BURIAL LOW VOLTAGE CONTROL
SINES: YAPE AND BUNDLE AT WY OC.
HLACE AT ETHER SIDE OF PIPE OR A"
BELOW.

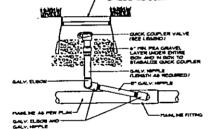
(a) -PHINE DEPTHS.

(ATERIAL LINE) IS - 387 COVER

LATERIAL LINE) IS - 187 COVER

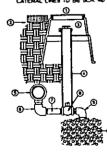
NOTE, SEE SLEEVING DETAIL FOR TRENCHING IN PAVED AMEAS.





Dauick coupler valve

PICE PIPE SHALL COPORT TO THE ROLLOWNS STAND AND A PRO-PAIN LINE PIPE 3" AND LARGES SHALL BEEL AND AND CHRIST MARCO DICTALE WITH FITTINGS OR HUTTON ALL REPORTS CONTROL VALVE NOTALLATIONS, OR EPOXY COATED DUBLE STRAP BADDLES CAP AND TREST BLOCK HANLINES THREE (3) PEET PAST ALL RITINGS AND VALVES. LATERAL LINES TO DE SCH. 40 PICC.



1) 19" ROUND VALVE BOX BY LOCK BOLT, CARBON-BROOKS SHOOK EQUAL

(2) FRUSH GRADE

(1) SOLL MEATHERMATIC LOCKING VALVE CAP DEPMANNITY ATTACHED TO BLEEVE TOP OF MARKER 4" - 4" BELOW GRADE

(1) THE BOIL 40 SLEEVE HOTCHED

3 PUC BON BE TEE I MAN LINE (1) 3/4" PUC BON BE ELBOST

(T) 3/4" PVG BCH MO NIFTLE (LENGTH AS REGULAED)

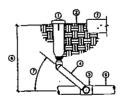
(8) 3/4" FORD BR333 BALL VALVE

3 M4" HARLEN STREET ELBOU

@ GRAVEL BUTT - W" + W" + D" HIN BIZE

NOTE: U ALL PAC NETTLES TO SE SCH. SE 2) PROVIDE VALVE KET TO GINER

(C) MANUAL DRAIN VALVE ASSEMBLY



(2) PHINSH GRADE

T CLEAR OF ALL HANDSCAPE SHEACED

(BCK 66 THREADED HITTLE IN MARLEY

(I) PHIC LATERAL LINE, SIZE AS NOTED

THE CAN PROPERTY OF THE PARTY O

(B) DEPTH - BEE HOTES + TRENCH DETAIL

(H) POP-UP GEAR DRIVE ROTOR SPRINKLER



ASPH

SPECIFICATIONS FOR LANDSCAPE DEVELOPMENT

The work covered by these drawings and specifical equipment, and supplies in performing all operation

The contractor shall keep the premises free from a to completion of the work ha shall remove from the materials.

He shell, at his expense, and in compliance with all -materials or work damaged by neself, his employee responsible.

All plants shall be of good average uniform gre pecies and variety, rursery grown, sell forced and the "Horsicultural Standards" as adopted by the A

Topsoil shall constat of natural sandy loan, of u-cley hardpan soil, partially disintegrated deorie a free of plants, roots, or seeds that would be took drained sources. It shall contain at least 4 percei-noisture-free seeple dried in accordance with our Agricultural Chemists.

Chemical fartifizer shall be a nixed commercial with guaranteed chemical analysis of contents sers

Pulching seterial shall neet requirements of G-hortfoutural grade or say be sall-rotted saudust

 Tree and shub backfilling soil shall consist of equal. Perental or amual planting beds shall be filled shall be filled with 6° prepared soil six consisting and one part Soil Pep or equal.

Peat shell be donestic product and say be re-sedge much Q-P-léée. Hoss peat shell be of hi

t. After planting, cultivating and application of p layer of suich shall be apread on all smob and gr

PLANTING

MATERIALS.

SPECIED PLANTING P



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LAUN SEEDING

in of sasta natorial and nubbish and at all nubbish implements and surplus

relate of furnishing labor, naturals, ned in these contract documents.

e specifications, replace or repair any tractors, and equipment for, which he le

from irregularities, typical of the branched. The plants shall conform to esociation of Nurseyman.

Bity, free from subsoil, hard clode, stiff in undestrable naturals. Soil shall be if to growth and obtained from naturally satter determined by lose on lightlon of dis of the Association of Official.

5-F-24IC, type I, grade (Ib-Ib-8) level B tainers

3 XL, or approved equal.

ses & coarseness classification and

s topsoil and one part Soil Peo or

repared soft six. Ground cover areas arts topsoft, one part peat by volume

edge pest, sous pest, read mich or grade (fine street).

it herbicide has been completed, a

Grass send shall be clean and near crop seed, tested to a skinus of 55% purity and 65% generation. Seed shall be applied at a nintrus rate of five (5) pounds per thousand square feet with vertilaties as show.

2. Topsoil shall be as per planting specifications item *2.

Chanical fertilizer shall be a niked cornercial fertilizer, 0-1-24ic, type I, grade (20-10-5) eith gueranteed chemical analysis of contents narized on containers. Combined N-P-K content shall no be less than 5 percent of the total selight.

thises otherwise noted on drawings, all areas shall be topsolled for law planting with sub-grade an elevation 4" below ultistate finish grade. Topsoil for law areas shall be 4" deep, leaving enting grade funished at grade.

Final grade shall be float raked. The surface which is to be seeded shall be fire and free from regularities or depressions.

3. One-Step Hydro-Seeding: This method shall consist of combining specified seed mixture and fertifizer eith grade Ih-26-5 at the rate of (6) eight pounds per one thousand square fact and seod fiber ratch at the rate of fourteem funded pounds per acre. This these components with water and spray the sixture under pressure onto the prepared areas. ENT

4. Law seeding shall be utilized only during May I through September 30.

5. The contractor shall be totally responsible for the setaring on neety sea

he nee planting shall be kept watered showever necessary for proper estab shall be taken to avoid excessive washing and puddling on the surface.

First nowing of law areas shall begin as soon as the grass has reached a height of 3' and subsequent nowing shall be at least once a seek to naintain all law areas at a uniform height of 1 V4" to 1 V2" until project to substantially completed.

IRRIGATION SYSTEM

HATERIALS:

E. Each bank of control valves shell be incased in an Anetek or Brook plastic valve b

2. We shall be cirect burish no sealier than size * 14 with common.

All size connections and options in the field shall use 3H DBY size connectors. All size options shall be in a box.

All lash spray heads shall be installed on suing pipe and all stream rotor and impact heads shall be installed on suing Joint assemblies.

Orah valves on nain lines shall be 3/4" natual angle valve and shall be installed with a PVC saction and narture.

8. Sprinkler heads, valves, and controller shall be as described on irrigation legend.

I. Hartial drain valves shall be located at all low points on the main line to provide for adequipment, A sump of $\Omega^* \times \mathbb{Q}^*$ shall be installed for drainage.

All sain inser shall be installed to a depth of sinisum 6° and entredded in sand. All lateral lines shall be installed to a depth of sinisum (2°.

3. Before trenches are backliffed all lines shall be pressurized and checked for leaks.

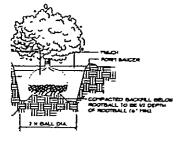
Irrigation piper and control eiring under salks, roads and other hard surfaces shall be installed in PVC sleaves of adequate size.

At the time of final inspection, the contractor must furnish as-built crasings to the Ouner. The challings must show the locations of all valves, pipes, heads, controllers, and chains used on the job.

MAINTENANCE AND GLARANTEE

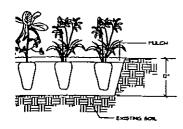
The contractor shall be responsible to saintain all areas of construction until all work is in satisfactory condition at the completion of the contract.

The contractor shall be responsible for setting all last area, trees, shubs, installed under this contract until substantial completion.

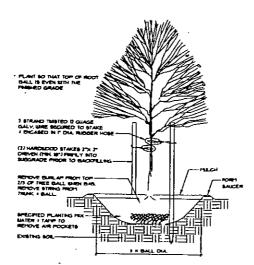


ANTING

٩IL



PLANTING



TREE PLANTING & STAKING



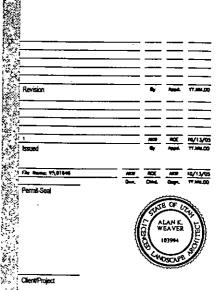
Stantec Consulting Inc. Suite 300, 3995 Smith 700 East Soft Loke City UT U.S.A.

Tel. 801,251,0090 Fm. 801,266,1671

Stantec

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Project No. Scale 186301646 Drawing No. Revision L103 0 3 ar 3

IVORY HOMES

LEHI, UTAH

CRANBERRY FARMS - C PLAN

LANDSCAPE DETAILS

(vory Homes

001-747-7081

PAGE

02/02

Exhibit "D"



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American Fork New Connects 72 North 200 East American Fork, Utah 84003

August 18, 2004

То	City Planning & Zoning:
This let	ter is to advise you that Utah Power has reviewed the plans for 🧳 project
located	at and find the following:
	No further action is required
The fol	lowing indicated items need further action:
	Removal/Purchase
	Relocation Needed
	Right of Way Easements
	Clearance issues
	Forward to Utah Power Transmission Department
	Forward to Utah Power Right of Way Department
at 1-80	range an appointment with an estimator at Utah Power, call the "Builder's Hotline" 20-469-3981. Towledgment of Review:
Chen Utah	Power Representative Date
Custo	omer Representative Date
	OCT 2. 1 2004

Exhibit E. (5 pages)

ENT 61280:2006 P6 23 of 34

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.
- 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. <u>Utilities.</u> 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. <u>Compatibility.</u> 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. <u>Design Standards and Conditions</u>. 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.

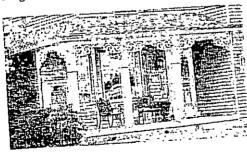
Section 17.050. Architectural Standards. (New 8/12/03)

- 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

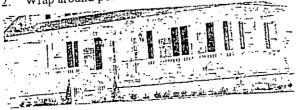
ENT 61280:2006 PG 24 of 34 ...

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.
- 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).



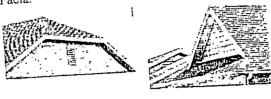
2. Wrap around porch.



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.



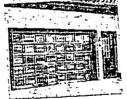
5. 8/12 roof pitch or greater with 2' x 6' Facia.



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



Wood or simulated wood garage door.





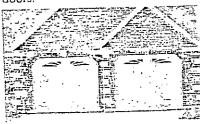
Decorative valance windows in garage door.



Arched garage door entry.



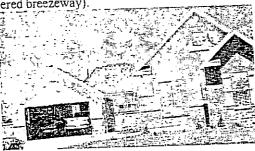
10. One large garage door split into two single



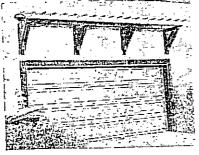
11. Side entry garage with windows in the exterior garage wall that faces the front yard.



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

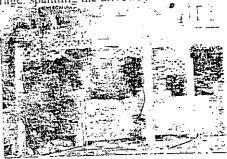


13. Attached trellis beneath the garage roof fascia and above garage door header trims.



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



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





16. Bay or bow window.





17. Oval, octagon or other feature window.





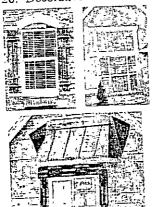
18. Arched window.



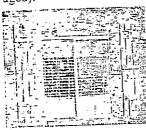
19. Oversized window(s) (larger than minimum building code requirement).



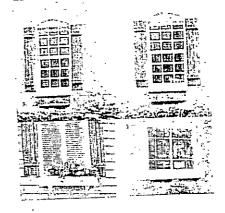
20. Decorative Window trim.

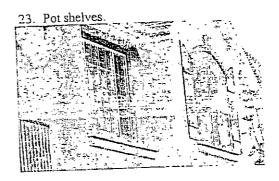


21. Decorative shutters and window mullions for all street facing windows (styles other than standard vinyl rectangular shutters are encouraged).

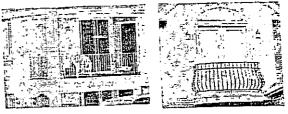


22. Decorative window planter boxes.





24. Balconies (covered or open).



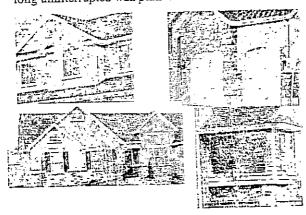
25. Decorative railings or porch columns.



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



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

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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 mauner 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.

Exhibit F. (7 pages) ENT 61280:2006 PG 28 of 34 ...

ALTERNATE

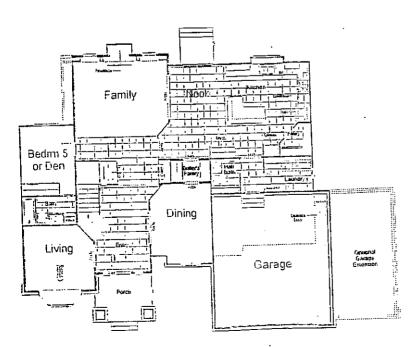


TOTAL SQ. FEET: 4,980

Finished Sq. Feet: 3,164 Unfinished Sq. Feet: 1,816

WIDTH: 59' 0"

DEPTH: 50' 0"



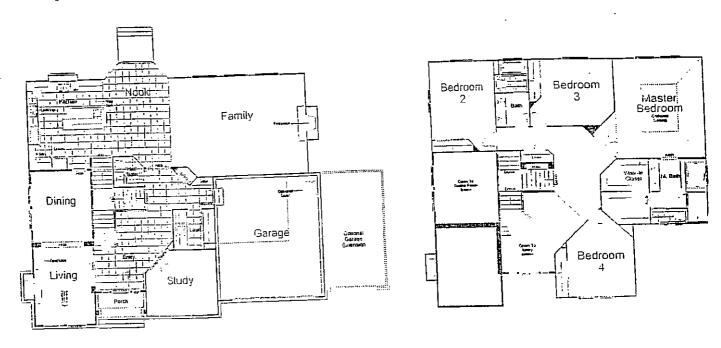


CARRARA

ENT 61280:2006 P6 29 of 34



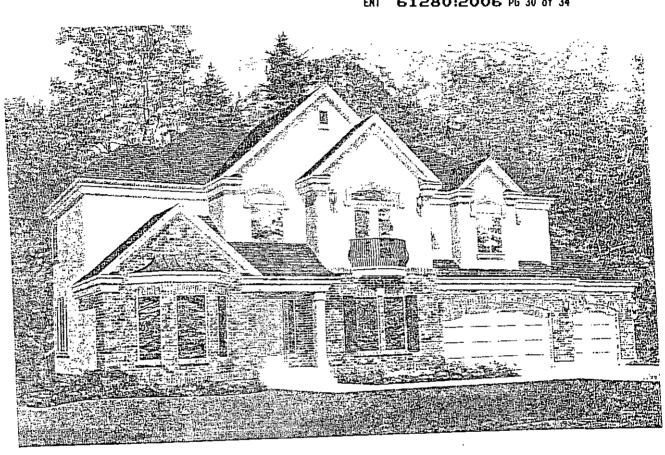
Total Sq. Feet: 5,633 Finished Sq. Feet: 3,584 Unfinished Sq. Feet: 2,049 Width: 58' 0" Depth: 50' 0"



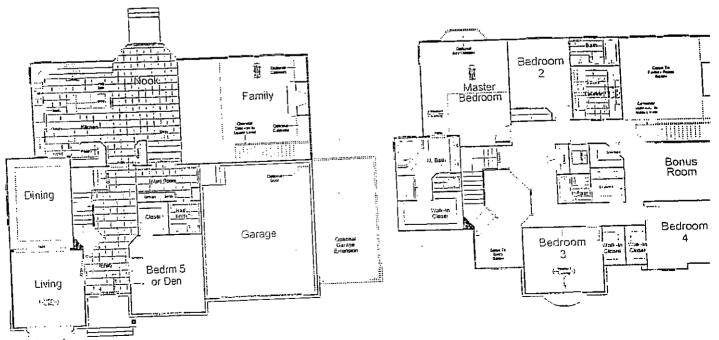
TUSCANY

ALTERNATO

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Derth: 56' 0" Unfinished Sq. Feet: 2,114 WIDTH: 60' 0" FINISHED SQ. FEET: 4,236 TOTAL SQ. FEET: 6,350

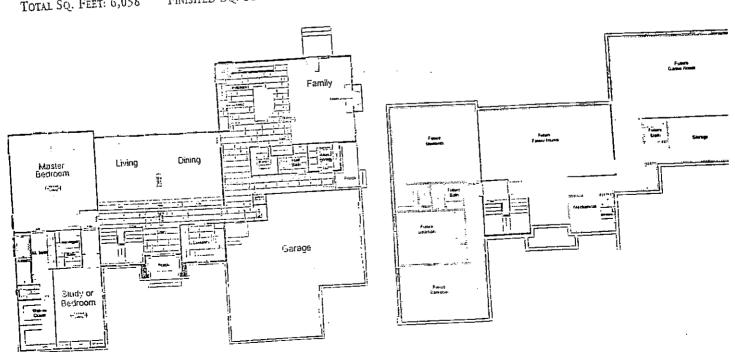


PORTOFINO

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



Selvery Homes. The use of these plane, drawings and randerings is expressly limited to fvory France, Resuss, repositionion, or publication be any method, in whole or in parts is prohi

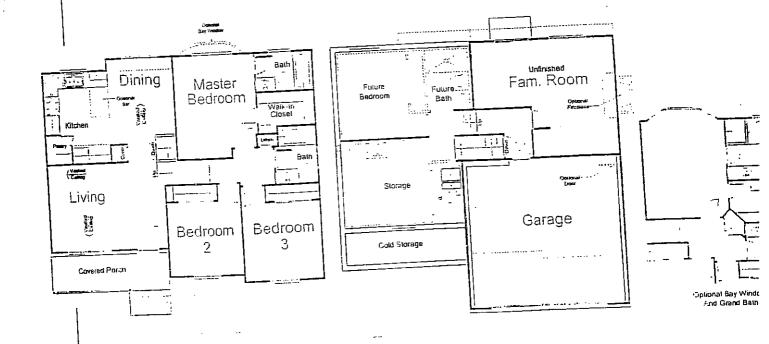


ASPEN

ENT 61280:2006 PG 32 of 34



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



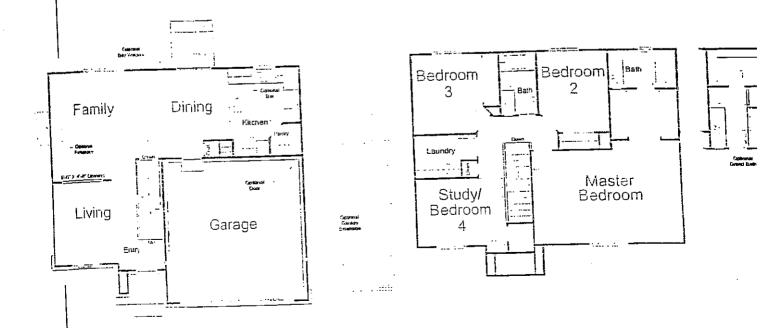


TELLURIDE

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TOTAL SQ. FT.: 2,505 FINISHED SQ. FT.: 1,604 UNFINISHED SQ. FT.: 701 WIDTH: 36' 0" DEPTH: 32' 4"



BRECKENRIDGE

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

