

**WHISPER ROCK PRD-1
AMENDED DEVELOPMENT AGREEMENT**

WHEREAS, on December 18, 2009 a development agreement was recorded with the Utah County Recorder for the Whisper Rock subdivision project; and

WHEREAS, the concept plan for the project included 58 detached residential units, a clubhouse, a swimming pool and a walking trail; and

WHEREAS, on June 17, 2009 the City Council approved a Planned Residential Development (PRD-1) zone for this project; and

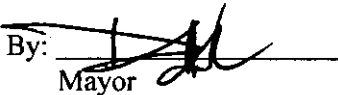
WHEREAS, the intent of the PRD-1 zone is to allow small residential lots as a buffer between commercial property and larger lot developments, and to outline development standards for smaller lots; and

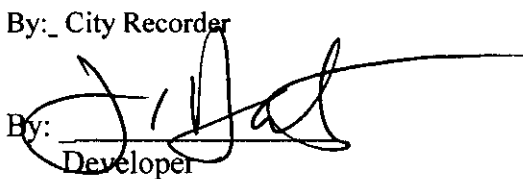
WHEREAS, on November 1, 2017 the City Council approved the attached amendments to Exhibit "C" (Conditions Precedent), and City and Developer hereby agree to these amendments; and

WHEREAS, all other aspects of the Development Agreement as recorded on December 18, 2009 remain in effect.

This amended Development Agreement has been executed by City, acting by and through its City Council, pursuant to a City Council motion authoring such execution, and by a duly authorized representative of Developer.

Attest: Mapleton City, a Utah Corporation

By: 
Mayor

By: City Recorder

Developer



ENT 69589:2018 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jul 25 2:47 pm FEE 0.00 BY DA
RECORDED FOR MAPLETON CITY CORPORATION

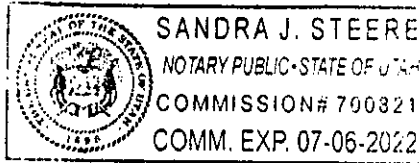
STATE OF UTAH)
)ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on this 13 day of July 2018 by John Dester, Georgetown Development, Inc.

NOTARY PUBLIC

(Print Name): Sandra J. Steere My Commission Expires: 7-6-22

Signature: *Sandra J. Steere* Residing in Utah County.

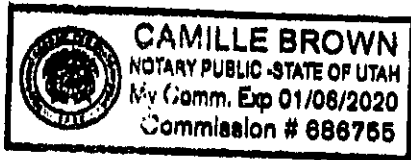


STATE OF UTAH)
)) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on this 17th day of July 2018 by Dallas Hakes, Mayor of Mapleton City.

NOTARY PUBLIC
(Print Name): Camille Brown My Commission Expires: 01/06/2020

Signature: *Camille Brown* Residing in Utah County.



Development Agreement
Exhibit "C"
Conditions Precedent (Changes Shown in Strikeout and Underline)
Parcel # 26,060,0137

Developer Responsibilities

1. Dedication of property for public improvements: The Developer agrees to dedicate to the City approximately twenty (20) feet of property along its frontage of 1100 West Street and along Maple Street for the widening of those roadways, the Developer also agrees to dedicate an additional 5 feet of property along those same frontages for the installation of sidewalk. The street and sidewalk dedications described will be addressed at time of site plan approval.
2. Developer will provide to the City all necessary easements for connection of project utilities to the public system.
3. Developer will provide a park with at least the following amenities: covered pavilion with picnic tables, tot lot, sports court and a sod field consistent with Exhibit "B" (Concept Plan) as part of the third phase of the project.
4. All units will be single family structures of frame construction with either a two (2) or three (3) car enclosed garage. The main floor living space of each single story unit will be a minimum of twelve hundred (1200) square feet and each two story unit will be a minimum of one thousand (1000) square feet. Building exteriors shall be of stucco, stone, brick or hard surface siding (Hardy Plank, Smart Siding or equivalent). Vinyl or aluminum siding is prohibited except for soffit and fascia and architectural features. The building front shall be a combination of stucco, stone and/or hard surface siding.
5. With the recording of the first phase of development the developer will provide to the City evidence of incorporation of a homeowners association with authority to regulate common and limited common elements of the project. The homeowners association shall be responsible for all common element maintenance and shall maintain a look of uniform quality.
6. The Developer will fence the perimeter of the project with a six (6) foot vinyl fence except where adjacent to streets. All interior fencing shall be of vinyl in a compatible design to the perimeter fence. The fence design adjacent to 1100 West and Maple Streets will be approved by the City Council as a part of each phase.
7. Parking will be allowed on one side of the street only.
8. All storm drainage to be retained on site and dispersed through approved sumps and trench drains
9. Water shares will be delivered at time of approval of each phase of development.
10. The project density shall not exceed three and one half (3.5) single family units per acre for the overall site.

11. Developer shall maintain a minimum set back of twenty (20) feet from the garage door and back of curb (back of sidewalk where applicable), sixteen (16) feet from the porch or living area and back of curb (back of sidewalk where applicable), and maintain a minimum distance of fifteen (15) feet between units.
12. The Developer shall meet all requirements of Chapter 18.77, Planned Residential Development, Mapleton City Code.

City Responsibilities

1. In consideration of the above mentioned Developer responsibilities and because of the positive impact of the development as a buffer separating commercial and future commercial development from low density residential development, the City of Mapleton agrees to accept the surrender of seven (7) Transferable Development Rights or TDR's as full requirement for the increase in density. TDR's will be surrendered to the City concurrently with request for building permits at the rate of one (1) TDR per each eight point two (8.2) units.
2. The City accepts the street cross sections found in Exhibit D as the standard for street construction for the project.