

ENT 90638;2008 PG 1 OF 14
 RANDALL A. COVINGTON
 UTAH COUNTY RECORDER
 2008 Aug 14 11:12 am FEE 0.00 BY SW
 RECORDED FOR OREM CITY CORPORATION

DEVELOPMENT AGREEMENT

This Development Agreement is executed in duplicate this day of 8th, ~~June~~ ^{July}, 2008, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"); Lott Family Farms, L.L.C., a Utah Limited Liability Company with its principal offices located at 1996 North 400 West, Orem, Utah 84057 (hereinafter referred to as "Lott Family Farms"); and RGH Investments, LLC, a Utah Limited Liability Company with its principal offices located at 1522 North Ln, Provo, Utah (hereinafter referred to as "RGH").

RECITALS

WHEREAS Lott Family Farms owns real property consisting of approximately 6.02 acres located at approximately 1885 North 400 West, Orem, Utah which is more particularly described in Exhibit "A" which is attached hereto and by reference is made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS the Property is currently zoned R8; and

WHEREAS RGH has entered into an agreement with Lott Family Farms to purchase the Property; and

WHEREAS RGH has submitted an application to apply the Planned Residential Development (PRD) zone to the Property; and

WHEREAS the City has certain concerns about applying the PRD zone to the Property including concerns related to density, design, traffic, and building heights; and

WHEREAS in order to mitigate the City's concerns, RGH and Lott Family Farms are willing to enter into this Development Agreement and to develop the Property in accordance with the provisions of this Development Agreement; and

WHEREAS the City, acting pursuant to its authority under Utah Code Section 10-9-101, *et. seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, and in the exercise of its legislative discretion, has elected to approve this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Lott Family Farms hereby agree as follows:

1. **Development Requirements.** RGH and Lott Family Farms agree to develop the Property in substantial conformance with the concept plan attached hereto as Exhibit "B" and by reference made a part hereof. RGH and Lott Family Farms also agree to develop the Property in strict conformity with the following additional requirements:

1.1. **Density.** The development on the Property shall contain a total of no more than 34 residential dwelling units or 5.6 dwelling units per acre.

1.2. **Attached Units.** No building shall contain more than two attached units.

1.3. **Unit Design.** The residential units in the development shall be constructed in substantial conformance with the design illustrated in Exhibit "B."

2. **Agreement Considered Mitigation of Impact.** In consideration for the agreement of RGH and Lott Family Farms to construct the project in conformity with this Agreement, the City staff shall make a recommendation to the Orem City Council to consider the terms of this Development Agreement as sufficient mitigation of the potential adverse impacts resulting from the request to change the zoning designation of the Property to the PRD zone.

3. **No Guarantee of Rezone.** The City makes no representation that the request of RGH and Lott Family Farms to have the Property rezoned will be approved by the Orem City Council. Therefore, this Agreement shall not be binding upon RGH or Lott Family Farms unless the request for a rezone of the Property is approved by the Orem City Council.

4. **No Limitation on Exercise of Police Power.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

5. **Compliance With All Applicable Laws.** RGH and Lott Family Farms expressly acknowledge and agree that nothing in this Agreement shall be deemed to relieve RGH or Lott Family Farms from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and a site plan (if applicable), including the payment of fees and compliance with all other applicable ordinances, resolutions, including the Orem City Zoning and Subdivision Ordinances and design and construction standards.

6. **Agreement to be Recorded.** This Agreement may be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of RGH and Lott Family Farms in the ownership or development of any portion of the Property.

7. **Indemnification.** RGH and Lott Family Farms agree to indemnify and hold the City harmless from and against any demand, claim, action, damages or loss of any type arising or resulting from the development of the Property except such demands, claims, actions, damages, or losses that are caused by the City's own negligence.

8. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other

legal requirements applicable to their operation. The parties further represent that each of them has authority to enter into this Agreement and that the individuals signing this Agreement on behalf of each party have authority to bind the party represented by the signing individual.

9. **Applicable Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

10. **Time of Essence.** Time shall be of the essence of this Agreement.

11. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

12. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

13. **Assignment.** Neither this Agreement nor any of the 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 Agreement.

14. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to a third party.

15. **Incorporation of Recitals.** The Recitals to this Agreement are incorporated by reference into the Covenants section of this Agreement as if fully set forth herein.

SIGNED and ENTERED INTO this 8th day of July, 2008.

City of Orem

By:

[Signature]

Jim Reams, Orem City Manager

ATTEST:

[Signature]

Donna Weaver, City Recorder

Lott Family Farms, L.L.C.

By:

[Signature] by Robert J. Lott

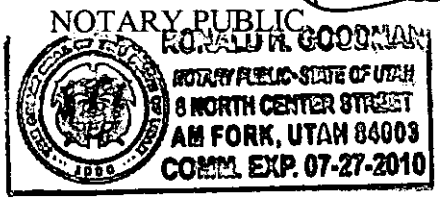
STATE OF UTAH)

:SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by Robert T. Lott, who acknowledged that he/she signed this Agreement on behalf of Lott Family Farms, L.L.C.

[Signature]



RGH Investments, L.L.C.

By:

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, who acknowledged that he/she signed this Agreement on behalf of RGH Investments, L.L.C.

NOTARY PUBLIC

SIGNED and ENTERED INTO this _____ day of _____, 2008.

City of Orem
By:

Jim Reams, Orem City Manager

ATTEST: _____
Donna Weaver, City Recorder

Lott Family Farms, L.L.C.
By:

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, who acknowledged that he/she signed this Agreement on behalf of Lott Family Farms, L.L.C.

NOTARY PUBLIC

RGH Investments, L.L.C.
By:

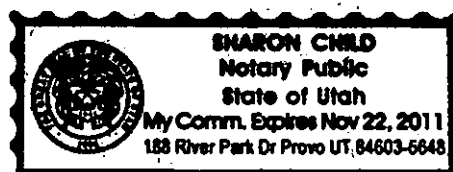
Patricia Honey

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by Patricia Honey, who acknowledged that he/she signed this Agreement on behalf of RGH Investments, L.L.C.

Sharon Child

NOTARY PUBLIC



SIGNED and ENTERED INTO this _____ day of _____, 2008.

City of Orem
By:

Jim Reams, Orem City Manager

ATTEST: _____
Donna Weaver, City Recorder

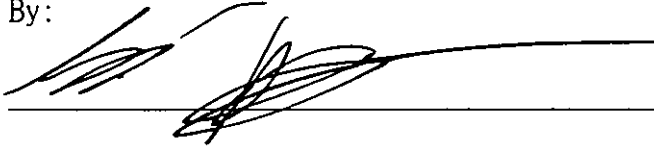
Lott Family Farms, L.L.C.
By:

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, who acknowledged that he/she signed this Agreement on behalf of Lott Family Farms, L.L.C.

NOTARY PUBLIC

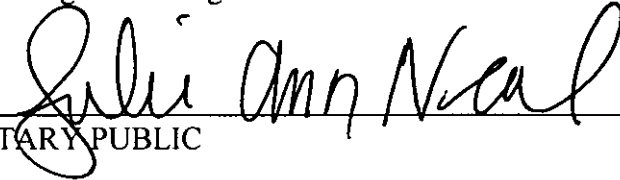
RGH Investments, L.L.C.
By:



STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

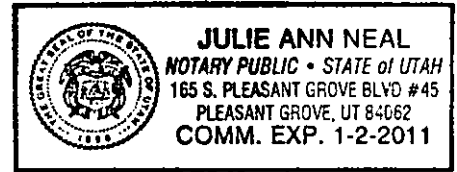
The foregoing instrument was acknowledged before me this 8 day of July, 2008, by Frederick Salem Honey, who acknowledged that

he/she signed this Agreement on behalf of RGH Investments, L.L.C.



NOTARY PUBLIC

EXHIBIT "A"



SIGNED and ENTERED INTO this _____ day of _____, 2008.

City of Orem
By:

Jim Reams, Orem City Manager

ATTEST: _____
Donna Weaver, City Recorder

Lott Family Farms, L.L.C.
By:

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, who acknowledged that he/she signed this Agreement on behalf of Lott Family Farms, L.L.C.

NOTARY PUBLIC

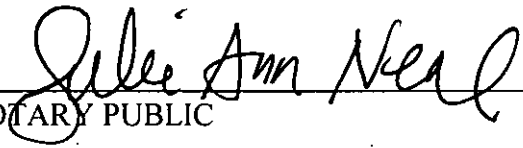
RGH Investments, L.L.C.
By: 

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 8 day of JULY, 2008, by Stephan Brian Gates, who acknowledged that

he/she signed this Agreement on behalf of RGH Investments, L.L.C.

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NOTARY PUBLIC

EXHIBIT "A"

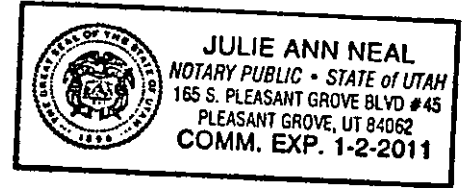


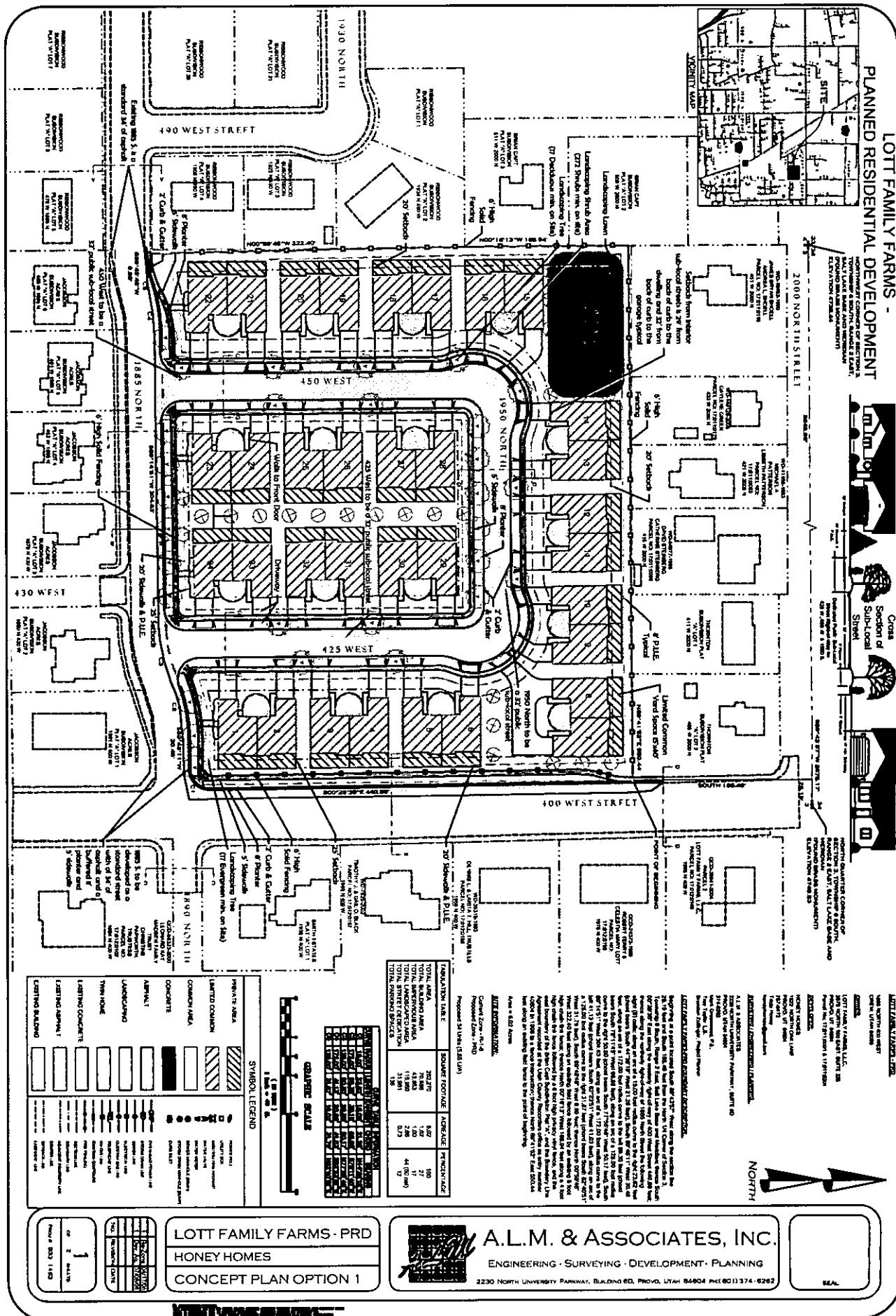
EXHIBIT "A"

Parcel #1

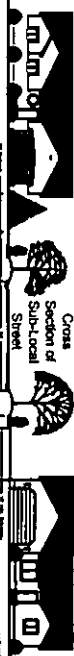
COMMENCING WEST 33 FEET ALONG THE SECTION LINE AND SOUTH 670.13 FEET PERPENDICULAR TO SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH PERPENDICULAR TO SECTION LINE 316.2 FEET; THENCE WEST WITH SECTION LINE 544.5 FEET; THENCE SOUTH 320.7 FEET; THENCE NORTH 89°31' EAST 544.5 FEET TO THE POINT OF BEGINNING. Tax ID: 17-011-0204

Parcel #2

COM. 11 1/2 RODS SOUTH AND 2 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 10.20 RODS; THENCE WEST 33 RODS; THENCE NORTH 10.20 RODS; THENCE EAST 33 RODS TO THE POINT OF BEGINNING. Tax ID: 17-011-0001



LOTT FAMILY FARMS - PLANNED RESIDENTIAL DEVELOPMENT



SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE COUNTY, UTAH
 PLANNED RESIDENTIAL DEVELOPMENT

LOTT FAMILY FARMS, LLC
 380 NORTH WILLOW STREET, SUITE 200
 PROVO, UTAH 84604
 PHONE: (801) 975-1800
 FAX: (801) 975-1801
 WWW.LOTT.COM

GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BLOCK UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRACT UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COUNTY UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STATE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COUNTRY UNLESS OTHERWISE NOTED.

REGULATORY TABLE

REGULATORY AREA	APPLICABLE CODE	APPLICABLE SECTION	APPLICABLE SUBSECTION
MINIMUM LOT AREA	UDC	10.0	10.0
TOTAL BUILDING AREA	UDC	75,000	75,000
TOTAL IMPERVIOUS AREA	UDC	15,000	15,000
TOTAL STREET CLOSURE	UDC	11,881	11,881
TOTAL PARKING SPACES	UDC	570	570

SYMBOL LEGEND

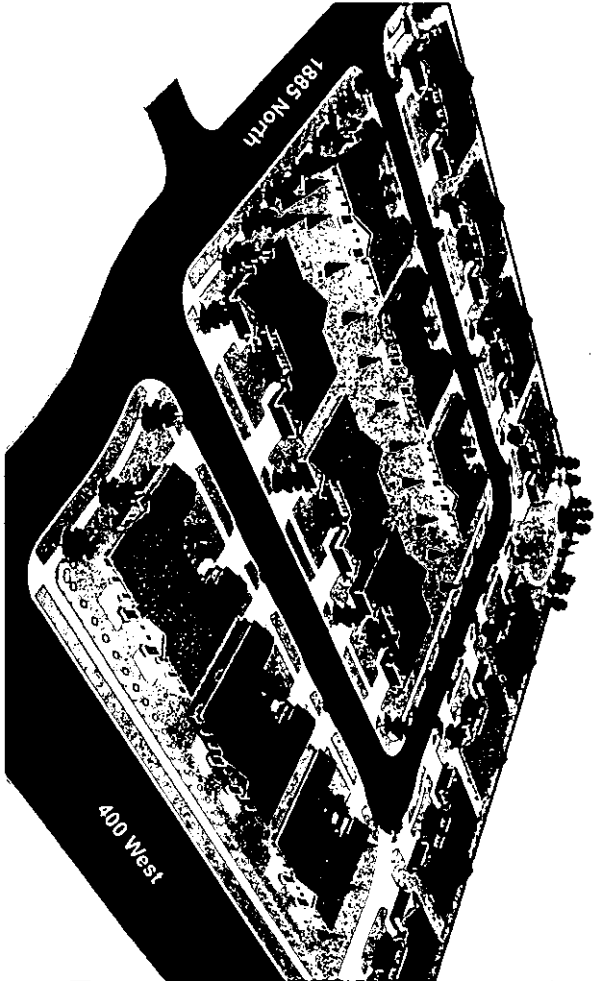
SYMBOL	DESCRIPTION
[Hatched Box]	PRIVATE AREA
[Hatched Box]	LIMITED COMMON
[Hatched Box]	COMMON AREA
[Hatched Box]	CONCRETE
[Hatched Box]	ASPHALT
[Hatched Box]	LANDSCAPING
[Hatched Box]	THIN NOISE
[Hatched Box]	LEADING CONCRETE (LEADING ASPHALT)
[Hatched Box]	LEADING ASPHALT
[Hatched Box]	LEADING BUILDING

CHALLENGE SCALE

1" = 100' (AS SHOWN)

LOTT FAMILY FARMS - PRD
HONEY HOMES
CONCEPT PLAN OPTION 1

A.L.M. & ASSOCIATES, INC.
 ENGINEERING · SURVEYING · DEVELOPMENT · PLANNING
 2230 NORTH UNIVERSITY PARKWAY, BUILDING 603, PROVO, UTAH 84604 PH: (801) 374-6282



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