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LandTek, LLC  
2050 N. 300 W.  
Spanish Fork, UT 84660

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ANNEXATION AND DEVELOPMENT AGREEMENT

SUNRISE RANCH

A Residential Community

## SUNRISE RANCH ANNEXATION AND DEVELOPMENT AGREEMENT

Sunrise North LLC, a Utah limited liability company; Sunrise Legacy, LLC, a Utah limited liability company; Sunset Drive, LLC, a Utah limited liability company; Crystal Cave, LLC, a Utah limited liability company, and CGN Family LLC, a Utah limited liability company (collectively, "**Owner**"); Landtek, LLC, a Utah limited liability company ("**Developer**"); and Mapleton City Corporation, a Utah Municipal Corporation ("**the City**") hereby make and enter into this Annexation and Development Agreement ("**the Agreement**") this 25 day of September, 2018, in connection with and to govern the annexation and development of certain property owned or controlled by Developer and that is more particularly described hereafter.

### RECITALS

**A. WHEREAS**, Owner and Developer desires to annex 66.2 acres of real property owned or controlled by Developer into the City's boundaries that is currently located in the unincorporated County and is located generally at 2600 West and 100 North in Utah County, Utah, and which is legally described in Exhibit "A" ("**Property**") attached hereto and made a part of this Agreement;

**B. WHEREAS**, Owner and Developer also controls approximately 103 acres of property adjacent to the annexation area that is already within the Mapleton city limits and will be included in the development plan;

**C. WHEREAS**, Developer and the City have entered into negotiation to outline certain conditions and terms for development under which Developer would like to petition for annexation and to develop all of the property under their control;

**D. WHEREAS** the Parties intend to enter into this Agreement to allow Developer and the City to agree on issues considered essential to the annexation, and this process will lead to development of the property into an attractive residential community to be commonly known as "Sunrise Ranch" (the "**Project**") that functions in a way that will add quality of life to future residents while allowing the City to provide municipal services in a cost effective and efficient manner and that is in harmony with and intended to promote the City's Comprehensive General Plan, applicable zoning ordinances, and the construction and development standards of the City and allow the Developer to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below;

**E. WHEREAS** development of the Project pursuant to this Agreement is acknowledged by the parties to be generally consistent with the Act, and the Code and to operate to the benefit of the City, Developer, and the general public;

**F. WHEREAS** approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity

regulated by the City’s ordinances, and Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, nor does it 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 as allowed by applicable Utah law;

**G. WHEREAS** acting pursuant to its legislative authority under Utah Code Ann. § 10-9a-101, et seq., and after all required public notice and execution of this Agreement by Developer, the City Council of the City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act (the "**Act**"), the City’s General Plan, and the Mapleton City Code (collectively, the "**Public Purposes**"). As a result of such determination, the City has elected to consider the Project and the development authorized hereunder in accordance with the provisions of this Agreement;

**H WHEREAS** the Owner and Developer, in compliance with Utah law and its governing documents, has authorized the undersigned to execute this Agreement;

**I. WHEREAS** the Parties intend to take all steps necessary to finalize the annexation of the property and to develop the Project according to this Agreement;

**J. WHEREAS** Developer and the City have cooperated in the preparation of this Agreement;

**K. WHEREAS** Owner and Developer, in compliance with Utah law and its governing documents, has authorized the undersigned to execute this Agreement; and

**L. WHEREAS** the City has approved a Concept Plan for the Project ("**Project Concept Plan**"), attached as Exhibit "B" and incorporated herein by reference.

Now, therefore, in consideration of the premises recited above and the terms, conditions, and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

**SECTION I – DEFINITIONS**

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the City’s Zoning Ordinance in effect on the date a complete application is received by the City. Certain other terms and phrases are referenced below. In the event of a conflict between two or more definitions, that definition which provides the most restrictive development latitude shall prevail.

## SECTION II – SPECIFIC TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of City action approving this Agreement. This Agreement shall terminate after 15 years or when each party has fulfilled its commitments as outlined in this Agreement and certificates of occupancy have been issued for all approved and fully-constructed residential dwellings in the Project, whichever occurs first. An extension may be granted if both parties agree in writing to the extension.

2. **Agricultural Use To Remain in Undeveloped Areas - Irrigation Ditches.** Any portion of the Property for which a plat has not been recorded shall be maintained in agricultural use. Agricultural use need not be maintained for any portion of the Property which is subject to a recorded plat. Irrigation ditches on the Property shall be maintained as at present unless the ditch owner in consultation with the applicable irrigation company approves piping, realignment, abandonment, or otherwise authorizes a change in the configuration or use of a ditch.

3. **Zoning Classification – Allowed Uses.** Subject to the recitals and terms of this Agreement, the zoning classification on the Property shall be Specific Development Plan (SDP-2) and Open Space and Parks (OS-P). The Property is comprised of approximately 171.05 acres. The Project shall be constructed in a manner consistent with the SDP-2 Zone as adopted in the Mapleton City Code and shall consist of a maximum of 540 residential units as shown on the approved Project Concept Plan (see Exhibit B).

4. **Project Amenities.**

- A. **Park Dedication:** Developer and/or Owner shall dedicate a twenty-two (22) acre parcel of land (see exhibit “C”) to City for a future park (the “Park”). In exchange, Developer and Owner are allowed to transfer the density that could have been developed on the Park land to other areas of the project site, allowing for a maximum density of 540 units as specified in subsection 3. Developer and/or Owner shall dedicate twenty percent (20%) of the Park land to the City starting with the recording of the seventh (7<sup>th</sup>) plat, or 215 lots, whichever occurs first, and an additional twenty percent (20%) with each subsequent phase of the project until one hundred percent (100%) of the Park land has been dedicated. The City shall dictate which portions of the Park land are dedicated with each dedication phase. Within sixty (60) days of the recording of this agreement, Developer and/or Owner shall record a conservation easement for the park land described in exhibit “C” to protect is as open space until such time as it is dedicated to City.
- B. **Open Space:** Developer and/or Owner shall include approximately 10 acres of dedicated open space throughout the development in addition

to the Park described in subsection "A". The open space shall include a .8 acre pocket park, inter-block walkways and natural open areas consistent with the concept plan (see exhibit "B"). The open space areas shall be maintained by a Homeowners Association(s) with the exception of the park land to be dedicated to the City.

5. **Compliance with City Requirements and Standards.** All applicable provisions of the Mapleton City Code and Utah Code §10-9a, as constituted on the effective date of this Agreement shall be applicable to the Project except as expressly modified by this Agreement. The parties acknowledge that in order to proceed with development of the Property, Developer and Owner shall comply with the requirements of this Agreement and other requirements generally applicable to development in Mapleton City. Developer and Owner expressly acknowledges that except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project, or any other portion of the property involved in the Project, in effect at the time of developmental approval, or re-approval in the event of expiration, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies, and procedures of the City.

6. **Vested Rights.** Following annexation and re-zoning as described herein, Developer and Owner shall have the vested right to develop and construct the Project on the Property in accordance with the SDP-2 Zone and the Concept Plan subject to compliance with the terms and conditions of this Agreement and other applicable City Laws as more fully set forth in this Agreement, including, without limitation, the right to construct up to 540 residential dwellings. The Parties intend that the rights granted to Developer and Owner under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to Developer and Owner "vested rights" as that term is defined in Utah's statutory code and construed in Utah's common law. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

A. Developer Agreement. Future laws that Developer and Owner agree in writing to the application thereof to the Project;

B. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

C. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

D. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

E. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

7. **Infrastructure.** The Developer and Owner expressly acknowledge and agree to the requirement to install all necessary infrastructure as stated in Mapleton City Code Chapter 17.16, at their own expense, and further acknowledges and agrees, as a condition precedent to the City's issuance of a building permit or approval of a subdivision application, to pay all applicable fees associated with connection to water, sewer, storm drainage, and/or any pressurized irrigation water facilities, in addition to any other connection fees that may apply. The City provides or is soon to provide the following utilities, which need to be brought to the property by the Developer and/or Owner, at no cost to the City, in order to develop the Property: culinary water, sewer, and pressurized irrigation. Developer and/or Owner shall design, build, and dedicate to the City adequate delivery systems for each of these utilities according to the City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Project as a condition of development. All facilities necessary to provide adequate utility services installed within the Project, upon formal acceptance by the City through a recorded dedication deed, shall be owned, operated, and maintained by the City.

Developer and/or Owner or its successors or assigns shall be responsible for such infrastructure until such time as the City accepts the improvements in the manner set forth herein. In the event that a third party installs any of the infrastructure described above adjacent to and/or through Developer and Owner's property, Developer and/or Owner shall connect to this infrastructure and pay any required reimbursement fees as part of final plat approval. The Developer and/or Owner may tie into existing utility infrastructure provided there is adequate capacity in the infrastructure as determined City Engineer.

City and Developer and/or Owner agree that Developer and/or Owner shall not be required to install a sidewalk on the south side of the Highway 89 entrance of the Project

from the entrance to the first intersection in the Project. Developer and/or Owner will install a planter strip in compliance with Mapleton City specifications on the south side of the roadway and a sidewalk on the north side of the roadway from the Highway 89 entrance of the Project to the first intersection of the Project. Developer and/or Owner will also install a crosswalk from Phase I of the 55+ units. Developer and/or Owner also agree to construct a public road across what is commonly known as "Big Hollow" as part of the second (2<sup>nd</sup>) phase of the project as shown on the Concept Plan (exhibit "B).

8. **Easements.** Developer and/or Owner shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City reasonably determines to be necessary. Developer and/or Owner shall also grant to the City a trail easement running through the "Hollow". The final location of the trail easement shall be determined during the subdivision plat review.

9. **Conditions of Approval and Annexation Fees.** With respect to the development of the Project, Developer and Owner accept and agree to pay an annexation fee for each Equivalent Residential Unit (ERU) proposed as part of the Project within the annexation area. The annexation fee shall be equal to the most recently adopted City residential impact fees, and shall be paid in the same manner (i.e. water and sewer portion due at plat recoding and public safety, pressurized irrigation and recreation due at building permit). The City's standard impact fees will be charged for all portions of the project outside the annexation area.

Developer and Owner acknowledge that the development requires infrastructure supported by annexation and impact fees and finds the fees currently imposed to be a reasonable monetary expression of exaction that would otherwise be required. Developer and Owner agree not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees.

10. **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development or zoning. Nothing herein shall be construed to limit the ability of the City Council to exercise its police powers to enact zoning ordinances, some of which may affect the Project, so long as Developer and Owner's vested rights, as set forth in this Agreement, are honored to the fullest extent allowed by applicable law.

11. **Subdivision Plat Approval.** Either concurrently with, or subsequent to, approval of the annexation petition, as determined by Developer and Owner pursuant to applicable requirements of the Mapleton City Code. Developer and/or Owner shall cause one or more subdivision plats (the "**Subdivision Plats**") to be prepared for the Project Property. Such plats shall conform to applicable requirements of the Mapleton City Code. The Project may be platted and developed in phases.

- A. Installation of Subdivision Improvements: No subdivision plat shall be recorded until either:

- (1) The required improvements have been completed in accordance with Mapleton City Code Chapter 17.16.010; or
- (2) A performance guarantee and a durability bond have been submitted in accordance with Mapleton City Code Chapter 17.20.

**12. Standard for Approval of Subdivision Plats.** All subdivision plats must be approved in accordance with Mapleton City Code Chapter 17 and must conform to applicable requirements of the Mapleton City Code, State and Federal Law, and this Agreement. The City acknowledges that certain portions of the Project need to be contoured with mass grading in order to allow the development of the Project in compliance with the Project Concept Plan and that the City will approve this contouring in compliance with Project Concept Plan as a part of the subdivision approval process. Developer and Owner recognize that City may impose special conditions during the preliminary and final plat review process in order to ensure compliance with City standards.

**13. Satisfaction of Water Rights Requirements.** Developer and Owner agree that prior to approval of a final plat for any parcel of property that is included in the Project, the Developer and/or Owner of the subject parcel shall either dedicate water rights to the City, as specified by, or as determined in accordance with the provisions of the City Code or other applicable law. The City shall not be required to approve any plat, until such requirements are fully satisfied.

**14. Commencement of Site Preparation.** Developer and/or Owner shall not commence site preparation or construction of any Project improvement on the Property until such time as subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement; provided, however, that this provision shall not be construed to impair Developer and/or Owner's statutory right to construct improvements prior to recording the approved subdivision plat(s).

**15. Construction Mitigation.** Developer and/or Owner shall provide the following measures, all to the reasonable satisfaction of the City, to mitigate the impact of any construction within the Project. Developer and Owner shall also adhere to existing construction impact mitigation measures required by the City Code. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

- A. Limits on disturbance, vegetation protection, and the re-vegetation plan for all construction, including construction of public improvements;
- B. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.



**16. Project Phasing and Timing.** Upon approval of a Subdivision Plat or Plats, Developer and/or Owner shall proceed by constructing the entire Project at one time or in a minimum of two (2) approved phases.

**17. Changes to Project.** No material modifications to Subdivision Plats shall be made after approval by City without City Council's written approval of such modification. Developer and/or Owner may request approval of material modifications to Project Plans from time to time as Developer and/or Owner may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) substantially changes the location of public roads. Modifications to the Subdivision Plat which do not constitute material modifications may be made without the consent of City Council prior to plat recording. In the event of a dispute between Developer and/or Owner and City as to the meaning of "material modification," no modification shall be made without express City Council approval. Modifications shall be approved by the City Council if such proposed modifications are consistent with City's then-applicable rules and regulations and are consistent with the standard for approval set forth in this Agreement.

**18. Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in the Mapleton City Code.

**19. Successors and Assigns.** This Agreement shall be binding on the successors and assigns of Developer and/or Owner. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer and Owner obligations hereunder as to any portion of the Project so transferred. In the event of a sale or transfer of the Project, or any portion thereof, the seller or transferor shall be released from any future obligations as to those obligations which are assigned or transferred but shall remain responsible for the performance of any obligations that were not assigned or transferred unless prior to such transfer an agreement satisfactory to City, delineating and allocating between Developer and/or Owner and transferee the various rights and obligations of Developer and Owner under this Agreement, has been approved by City.

**20. Later Acquired Property.** If Developer and/or Owner acquires any additional property contiguous to the subject Property, the newly acquired property will not be part of this Agreement unless and until an amended Agreement is approved by the City Council.

**21. Default.**

- A. Events of Default. Upon the happening of one or more of the following events or conditions Developer and/or Owner or City, as applicable, shall be in default ("Default") under this Agreement:

- (1) A warranty, representation or statement made or furnished by Developer and/or Owner under this Agreement is intentionally false or misleading in any material respect when it was made.
- (2) A determination made upon the basis of substantial evidence that Developer and/or Owner or City has not complied in good faith with one or more of the material terms or conditions of this Agreement.
- (3) Any other event, condition, act or omission, either by City or Developer and/or Owner, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement.

B. Procedure Upon Default.

- (1) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes action to begin curing such Default within such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph C herein. Provided that, in any case, no breach shall be deemed to have occurred until the defaulting party shall have been given notice and an opportunity to cure the Default, all as set forth in this Section (B)(1) below. Failure or delay in giving notice of default shall not constitute a waiver of any default.
- (2) Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such

party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

- C. Breach of Agreement. Upon Default as set forth in Paragraphs A and B above, and after any period of a right to cure such Default has lapsed. City may declare Developer and/or Owner to be in breach of this Agreement and City (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of zoning compliance for any building within the Project until the Default has been corrected by Developer and/or Owner. In addition to such remedies, either City or Developer and/or Owner (in the case of a default by the City) may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
- D. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah. The option to institute legal action, at least in the case of defaults, is available only after the cure provisions are complied with.

### Section III – GENERAL TERMS AND CONDITIONS

**1. Scope of Agreement.** The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with local, state, and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with local, state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with local, state, or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

**2. Recording of Agreement.** In the event City approves the Project and all conditions precedent set forth in this Agreement have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the parties hereto. This Agreement shall be recorded as a covenant running with the Property herein described in order to put prospective

purchasers or other interested parties on notice as to the terms and provisions hereof. The City or Developer and/or Owner may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

**3. Transfer/Assignment of Property.**

- A. General. The Developer and/or Owner shall have the right, with the City's written consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below. Upon any such approved assignment or transfer, Developer and Owner shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- B. Consent. The City may not unreasonably withhold its consent to such an assignment.
- C. Notice. Developer and/or Owner shall provide written notice acknowledged by the City of any proposed or completed assignment or transfer. In the event the City does not object in writing within thirty (30) days of receipt of said written notice, the City shall be deemed to have approved of and consented to the assignment.
- D. Rights and Obligations. In the event of an assignment, the transferee shall succeed to all of Developer and Owner's rights and obligations under this Agreement. Notwithstanding, Developer and/or Owner selling or conveying individual lots or parcels of land to builders, individuals, or other developers shall not be deemed to be an assignment subject to the above requirement for approval unless specifically designated as an assignment by Developer and/or Owner.
- E. Related Party Transfer. Developer and/or Owner's transfer of all or any part of the Property to any entity "related" to Developer and/or Owner (as defined by regulations of the Internal Revenue Service), Developer and/or Owner's entry into a joint venture for the development of the Project or Developer and/or Owner's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer and/or Owner.

F. **Partial Assignment.** If any proposed assignment is for less than all of Developer and/or Owner's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer and Owner shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

4. **Severability.** If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

5. **Time of Performance.** Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

6. **Construction of Agreement.** This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

7. **State and Federal Law.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this Agreement shall be null and void.

8. **Enforcement.** The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer and/or Owner violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer and/or Owner has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer and/or Owner.

9. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council of City, taken with the same formality as the vote approving this Agreement, no officer, official or agent of City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

10. **Entire Agreement.** This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

11. **Attorneys Fees.** If either party commences any litigation whatsoever, including but not limited to insolvency, bankruptcy, arbitration, declaratory relief, or other litigation proceedings, including appeals or rehearings, and whether or not an action has actually commenced, for the judicial interpretation, reformation, enforcement, or rescission of this Agreement or any addenda or attachments whatsoever, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for the purposes of determining whether a party is entitled to recover its costs or attorneys' fees. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

12. **Applicable law.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

13. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer: Landtek, LLC  
 Steve Wilson, Manager  
 2050 North 300 West  
 Spanish Fork, Utah 84660  
 Stevow57@msn.com

To the Owner: Sunrise North, LLC  
 Duane J. Hanson, Manager  
 7246 South 2740 East

Cottonwood Heights, Utah 84121  
Dandm3hanson@gmail.com

Sunrise Legacy, LLC  
Janis H. Johnson, Manager  
876 East Center Street  
Spanish Fork, Utah 84660  
jj@sfcn.org

Sunset Drive, LLC  
Melanie H. Greenway, Manager  
100 Sunset Drive  
Carlisle, PA 17013  
Mothermelly6@yahoo.com

Crystal Cave, LLC  
Paula H. Bailey, Manager  
866 North 700 East  
Price, Utah 84501  
Paula.h.bailey@gmail.com

CGN Family, LLC  
1021 COVENTRY CIR  
OREM, UT 84097-4705

To the City: Mapleton Community Development Director  
125 W Community Center Way  
Mapleton, Utah 84664

**14. Execution of Agreement.** This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

**15. Hold Harmless.** Developer and Owners shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct operations of Developer and/or Owner or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

- A. The agreements of Developer and Owner in this Paragraph 15 shall not be applicable to (1) any claim arising by reason of the negligence or intentional actions of City, or (2) attorneys' fees under Paragraph II herein.

- B. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer and Owner's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer and/or Owner shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

**16. Relationship of Parties.** This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer and Owner. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer and Owner, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer and/or Owner shall have the full power and exclusive control of the Property subject to the obligations of Developer and Owner set forth in this Agreement.

- A. Certificate of Compliance. Upon fifteen (15) business days prior written request by Developer and/or Owner, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same generally certifying that Developer, as the case may be, is not in default of the terms of this Agreement.

**17. Title and Authority.** Each Developer and Owner expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to that portion of the Property over which such party is the owner according to the records of the Utah County Recorder and that no part of that portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Each Developer and Owner further warrant and represents that no portion of the Property that it is the owner of is subject to any lawsuit or pending legal claim of any kind. Each Developer and Owner warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of such Developer or Owner. Developer and Owner understands that City is relying on such representations and warranties in executing this Agreement.

**18. Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

**19. Exhibits.** All exhibits referred to herein are made a part of this Agreement as incorporated by reference date.



20. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory, "may" is permissive.

21. **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

22. **Electronic Transmission and Counterparts.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

This Development Agreement has been executed by City, acting by and through its City Council, pursuant to a City Council motion authorizing such execution, and by duly authorized representatives of Owner and Developer as of the date first written above.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year first above written.

**Developer – Lantek, LLC**

  
Signature – Authorized Agent

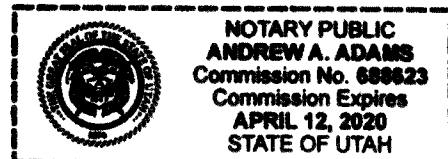
7-6-18  
Date

Steven M. Wilson  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 6th day of July 2018 by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

  
NOTARY PUBLIC



My commission expires:

**Owner – Sunrise North, LLC**

Duane J. Hanson  
Signature – Authorized Agent

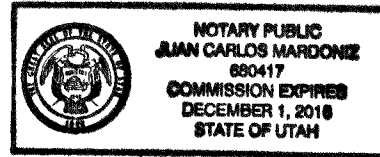
5-18-18  
Date

Duane J Hanson  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of May 2018 by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

Juan Carlos Mardoniz  
NOTARY PUBLIC



My commission expires: 12/01/2018

**Owner - Sunrise Legacy, LLC**

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

My commission expires:

**Owner – Sunrise North, LLC**

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
by Developer’s Name, of Development Name, a Utah limited liability company on behalf  
of such company.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Owner - Sunrise Legacy, LLC**

*Janis H. Johnson*  
\_\_\_\_\_  
Signature – Authorized Agent

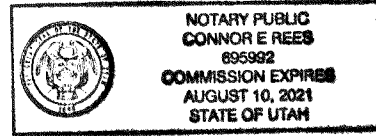
*5-17-18*  
\_\_\_\_\_  
Date

*Janis H. Johnson*  
\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of May  
by Developer’s Name, of Development Name, a Utah limited liability company on behalf  
of such company.

  
\_\_\_\_\_  
NOTARY PUBLIC



My commission expires: *10 Aug 2021*

**Owner – Sunset Drive, LLC**

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
by Developer's Name, of Development Name, a Utah limited liability company on behalf  
of such company.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Owner – Crystal Cave, LLC**

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

NOTARY PUBLIC

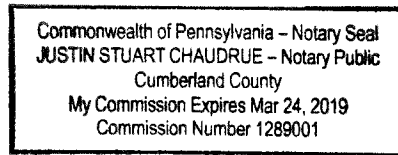
My commission expires:

Owner – Sunset Drive, LLC

Melanie H. Greenway  
Signature – Authorized Agent

05/21/2018  
Date

Melanie H. Greenway  
Printed Name



STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 21<sup>st</sup> day of May 2018 by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

Justin Stuart Chaudrue  
NOTARY PUBLIC

My commission expires:

Owner – Crystal Cave, LLC

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Owner – Sunset Drive, LLC**

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
by Developer’s Name, of Development Name, a Utah limited liability company on behalf  
of such company.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Owner – Crystal Cave, LLC**

Paula Bailey  
Signature – Authorized Agent

Aug 30, 2018  
Date

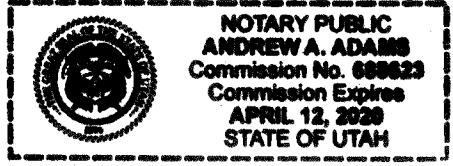
Paula Bailey  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 30th day of August, 2018 by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company. - Paula Bailey

[Signature]  
NOTARY PUBLIC

My commission expires: 4/12/20



**Owner - CGN FAMILY LLC**

\_\_\_\_\_  
Signature – Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Mapleton City, a Utah Municipal Corporation**

\_\_\_\_\_  
Mayor

**Attest**

\_\_\_\_\_  
City Recorder

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Owner - CGN FAMILY LLC**

Claudia Nelson  
Signature – Authorized Agent

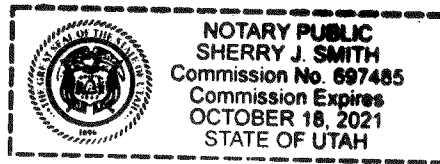
6.25.18  
Date

Claudia Nelson  
Printed Name

STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 25 day of June 2018 by Developer's Name, of Development Name, a Utah limited liability company on behalf of such company.

Sherry J. Smith  
NOTARY PUBLIC

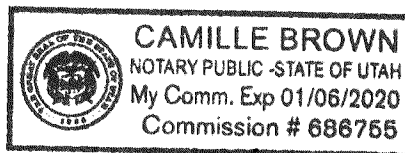


My commission expires:

**Mapleton City, a Utah Municipal Corporation**

[Signature]  
Mayor

**Attest**  
Camille Brown  
City Recorder





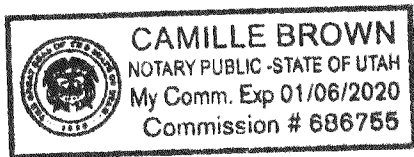
STATE OF UTAH  
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 25<sup>th</sup> day of Sept.  
by Developer's Name, of Development Name, a Utah limited liability company on behalf  
of such company.



NOTARY PUBLIC

My commission expires: 1/6/2020



## EXHIBIT A PROJECT BOUNDARY DESCRIPTION

A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 89°38'58" WEST BETWEEN THE NORTH QUARTER AND THE NORTHWEST CORNER OF SAID SECTION 9, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°32'00" WEST ALONG THE SECTION LINE A DISTANCE OF 317.68 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING AT A POINT OF A BOUNDARY LINE AGREEMENT RECORDED ON AUGUST 26, 2016 AS ENTRY NUMBER 82564:2016, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING ELEVEN (11) COURSES: 1) SOUTH 62°43'58" WEST 2.30 FEET, 2) SOUTH 50°48'27" WEST 80.34 FEET, 3) SOUTH 49°33'32" WEST 165.62 FEET, 4) SOUTH 51°17'11" WEST 118.50 FEET 5) SOUTH 53°26'33" WEST 157.31 FEET, 6) SOUTH 54°09'09" WEST 109.62 FEET, 7) SOUTH 58°29'51" WEST 236.95 FEET, 8) SOUTH 52°59'51" WEST 138.00 FEET, 9) SOUTH 57°29'51" WEST 477.00 FEET, 10) NORTH 17°03'40" WEST 199.59 FEET, 11) SOUTH 52°00'44" WEST 960.69 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND POINT OF A 2253.16 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 959.51 FEET THROUGH A CENTRAL ANGLE OF 24°23'58" (CHORD BEARS NORTH 10°25'48" WEST 952.28 FEET) TO THE SECTION LINE; THENCE SOUTH 89°58'51" WEST ALONG THE SECTION LINE A DISTANCE OF 17.40 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: 1) NORTH 01°54'50" EAST 58.32 FEET TO THE POINT OF A 940.00 FOOT RADIUS CURVE TO THE RIGHT, 2) ALONG SAID CURVE A DISTANCE OF 317.69 FEET THROUGH A CENTRAL ANGLE OF 19°21'51" (CHORD BEARS NORTH 11°35'46" EAST 316.18 FEET), 3) NORTH 21°16'41" EAST 405.00 FEET TO THE POINT OF A 1712.55 FOOT RADIUS CURVE TO THE RIGHT, 4) ALONG SAID CURVE A DISTANCE OF 299.24 FEET THROUGH A CENTRAL ANGLE OF 10°00'41" (CHORD BEARS NORTH 26°17'02" EAST 298.86 FEET), 5) NORTH 31°17'22" EAST 232.01 FEET, 6) NORTH 40°06'54" EAST 96.62 FEET TO THE SOUTHWEST CORNER OF LOT 131, SUNRISE RIDGE PLAT "D" SUBDIVISION, ON FILE WITH

THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES: 1) NORTH 89°43'40" EAST 267.19 FEET, 2) SOUTH 00°38'16" EAST 658.56 FEET, 3) NORTH 89°57'33" EAST 697.95 FEET, 4) NORTH 00°22'05" WEST 409.59 FEET TO THE SOUTH LINE OF 200 EAST STREET CHURCH PLAT "A" SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID SUBDIVISION PERIMETER THE FOLLOWING TWO (2) COURSES: 1) NORTH 89°37'56" EAST 309.39 FEET, 2) NORTH 00°19'19" WEST 307.04 FEET TO THE SOUTH LINE OF SUNRISE RIDGE PLAT "B" SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE NORTH 89°34'49" EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.45 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°30'26" WEST ALONG THE EAST LINE OF SAID SUBDIVISION AND THE EAST LINE OF SUNRISE RIDGE PHASE 1 PLAT "A", ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER A DISTANCE OF 838.02 FEET; THENCE NORTH 89°59'53" EAST 292.99 FEET TO A WIRE FENCE; THENCE NORTH 04°16'54" EAST ALONG SAID FENCE A DISTANCE OF 422.13 FEET TO THE SOUTH LINE OF HIDDEN RIDGE PLAT "A", ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) NORTH 89°35'30" EAST 245.15 FEET, 2) NORTH 88°47'56" EAST 740.92 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00°00'30" EAST 25.80 FEET; THENCE SOUTH 89°17'32" EAST 139.48 FEET; THENCE SOUTH 04°58'32" WEST 503.34 FEET; THENCE NORTH 89°48'04" EAST 174.04 FEET; THENCE NORTH 01°23'14" EAST 524.24 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 89°36'40" EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 765.45 FEET; THENCE SOUTH 00°00'05" EAST 17.99 FEET TO THE POINT OF A 267.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 81.91 FEET THROUGH A CENTRAL ANGLE OF 17°34'41" (CHORD BEARS SOUTH 80°14'31" EAST 81.59 FEET); THENCE NORTH 89°59'55" EAST 135.85 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 31.16 FEET THROUGH A CENTRAL ANGLE OF 89°15'21" (CHORD BEARS SOUTH 45°21'50" EAST 28.10 FEET) TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 89; THENCE SOUTH 00°43'35" ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 771.83 FEET TO THE NORTHEAST CORNER OF MAPLETON NORTH STAKE PLAT "B", ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG THE PERIMETER OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) SOUTH 89°42'32" WEST 943.33 FEET, 2) SOUTH 00°39'21" EAST 120.82 FEET; THENCE SOUTH 89°20'39" WEST 140.00 FEET; THENCE SOUTH 00°39'21" EAST 110.00 FEET; THENCE NORTH 89°20'39" EAST 140.00 FEET; THENCE NORTH 00°39'41" WEST 40.31 FEET TO THE CORNER OF SAID MAPLETON NORTH STAKE PLAT "B"; THENCE ALONG SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES, 1) SOUTH 89°05'28" EAST 70.49 FEET; 2) SOUTH 31°31'35" EAST 149.19 FEET; 3) SOUTH 15°41'17" EAST 106.23 FEET, 4) SOUTH 54°41'12" EAST 39.57 FEET, 5) NORTH 89°42'32" EAST 289.37 FEET TO

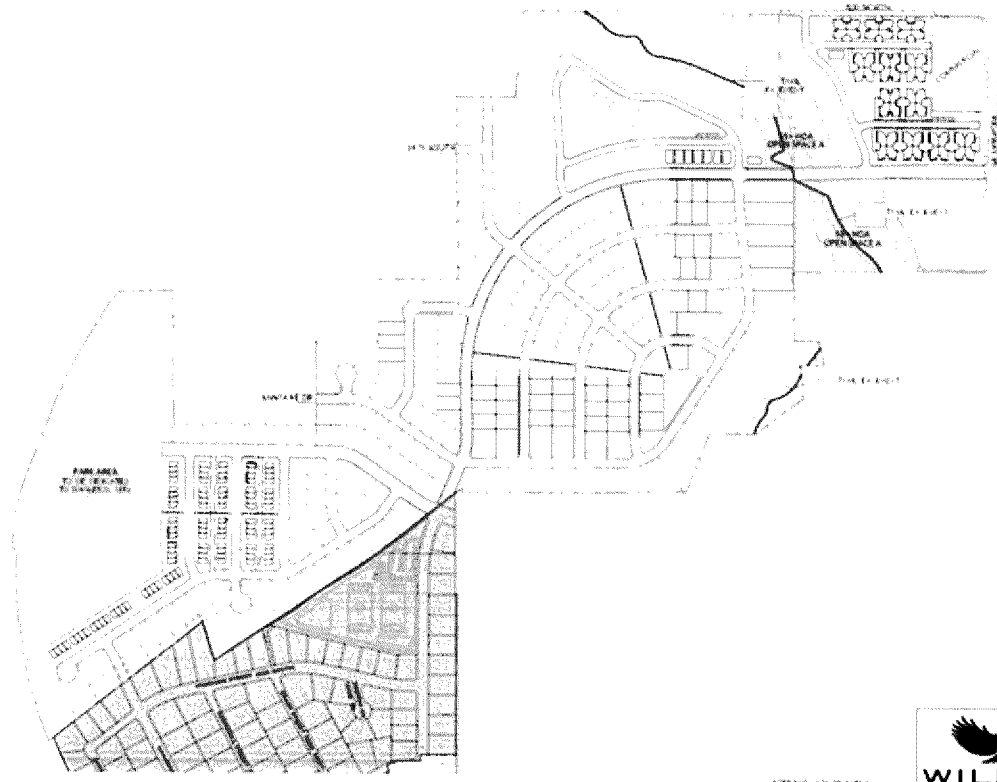
THE WEST RIGHT OF WAY LINE OF SAID HIGHWAY 89; THENCE SOUTH 00°43'35" EAST 19.99 FEET; THENCE SOUTH 89°42'32" WEST 943.33 FEET; THENCE SOUTH 00°57'53" WEST 72.61 FEET; THENCE NORTH 89°59'53" EAST 2.50 FEET; THENCE SOUTH 00°00'07" EAST 264.00 FEET; THENCE NORTH 89°59'53" EAST 125.40 FEET; THENCE SOUTH 10°51'07" EAST 119.31 FEET TO A BOUNDARY LINE AGREEMENT ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 10587:2014; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING THREE (3) COURSES, 1) NORTH 89°59'37" WEST 114.13 FEET, 2) SOUTH 05°47'14" EAST 163.21 FEET, 3) SOUTH 52°27'36" WEST 294.73 FEET; THENCE NORTH 89°08'40" WEST ALONG SAID BOUNDARY LINE AGREEMENT AND A BOUNDARY LINE AGREEMENT ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 10586:2014 A DISTANCE OF 229.29 FEET; THENCE SOUTH 21°49'12" WEST ALONG SAID BOUNDARY LINE AGREEMENT A DISTANCE OF 311.96 FEET TO A POINT ON THE PROLONGATION OF A BOUNDARY LINE AGREEMENT RECORDED WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 82564:2016; THENCE ALONG SAID BOUNDARY LINE AGREEMENT THE FOLLOWING THREE (3) COURSES, 1) SOUTH 88°45'26" WEST 425.09 FEET, 2) SOUTH 89°40'29" WEST 681.82 FEET TO THE QUARTER SECTION LINE, 3) NORTH 00°32'00" WEST ALONG SAID QUARTER SECTION LINE A DISTANCE OF 20.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,450,776 SQUARE FEET  
171.046 ACRES, MORE OR LESS

INCLUDING PARCEL #'s: 26:056:0031, 26:056:0044, 26:056:0048, 26:059:0011, 26:059:0032, 26:059:0036, 26:059:0050, 26:059:0071

# EXHIBIT B PROJECT CONCEPT PLAN

## MAPLETON SUNRISE RANCH PROPERTY CONCEPT PLAN



ATTENDING: J. D. ALLEN  
DATE: 02/14/18  
AREA: 4000000.00 SQ FT  
COUNT: 1000  
DRAWING: 1000



## EXHIBIT C PARK DEDICATION DESCRIPTION

BEGINNING AT A POINT WHICH IS ON THE EAST RIGHT-OF-WAY LINE OF THE DENVER & RIO GRANDE RAILROAD, SAID POINT ALSO BEING NORTH 89°58'51" EAST ALONG THE SECTION LINE A DISTANCE OF 439.15 FEET FROM THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES, 1) NORTH 01°54'50" EAST 58.32 FEET TO THE POINT OF A 940.00 FOOT RADIUS CURVE TO THE RIGHT, 2) 317.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°21'51" (CHORD BEARS NORTH 11°35'46" EAST 316.18 FEET), 3) NORTH 21°16'41" EAST 405.00 FEET TO THE POINT OF A 1712.55 FOOT RADIUS CURVE TO THE RIGHT, 4) ALONG SAID CURVE A DISTANCE OF 299.24 FEET THROUGH A CENTRAL ANGLE OF 10°00'41" (CHORD BEARS NORTH 26°17'02" EAST 298.86 FEET), 5) NORTH 31°17'22" EAST 232.01 FEET, 6) NORTH 40°06'54" EAST 96.62 FEET TO THE SOUTHWEST CORNER OF LOT 131, SUNRISE RIDGE PLAT "D" SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) NORTH 89°43'40" EAST 267.19 FEET, 2) SOUTH 00°38'16" EAST 658.56 FEET; THENCE SOUTH 00°26'21" WEST 93.61 FEET; THENCE NORTH 89°33'39" WEST 54.63 FEET; THENCE SOUTH 00°26'21" WEST 521.35 FEET; THENCE SOUTH 08°03'01" EAST 113.08 FEET; THENCE SOUTH 56°30'07" WEST 826.77 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD, SAID POINT ALSO BEING ON A 2253.16 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE A DISTANCE OF 558.36 FEET THROUGH A CENTRAL ANGLE OF 14°11'55" (CHORD BEARS NORTH 05°19'47" WEST 556.94 FEET) TO THE SECTION LINE; THENCE SOUTH 89°58'51" WEST 17.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 992,748 SQUARE FEET OR 22.790 ACRES, MORE OR LESS