

## RESOLUTION 06-07-2017

### A RESOLUTION OF SANTAQUIN CITY APPROVING A DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY AND OWNERS OF THE ORCHARDS DEVELOPMENT

**WHEREAS**, on July 12, 2004, the City adopted Ordinance No. 07-04-2004, annexing the Property into the City of Santaquin and entered into an Annexation and Development Agreement, which was intended to govern development of the Property; and


**WHEREAS**, the owners of portions of the Property in 2004 failed to comply with certain material provisions of the 2004 Annexation and Development Agreement, causing the City to consider said agreement void; and

**WHEREAS**, current Owners of the Property desire to develop the Property and cooperate with the City, as reasonably necessary, to incorporate the construction of certain infrastructure improvements; and

**WHEREAS**, the Parties intend to enter into this Agreement to clarify any ambiguities or misunderstandings arising from previous approvals based on the 2004 Agreement, and establish development parameters for the development of any Project in the event that Owners and any of their successors or assigns undertake such development.

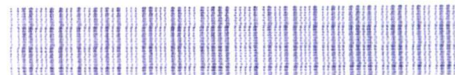
**THEREFORE, LET IT BE RESOLVED**, that the governing body of Santaquin City approves an agreement between Santaquin City and certain Owners of property within the Orchards development area, as provided in the Agreement attached hereto as Exhibit A and made part hereof.

Approved the 16<sup>th</sup> day of August, 2017.

  
Kirk F. Hunsaker, Mayor

  
Susan B. Farnsworth, City Recorder





## DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY AND OWNERS OF THE ORCHARDS DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 13 day of December, 2017, by and between Orchard Cove Santaquin, LLC, a Utah Limited Liability Company; Blue River Land Group, LLC, a Utah Limited Liability Company; DP Santaquin, LLC, a Utah Limited Liability Company; Santaquin Orchards Group LLC, a Utah Limited Liability Company; and Lifetime Homes, Inc., a Utah corporation, (hereinafter referred to as the "Owners"); and Santaquin City, a fourth class city of the State of Utah (hereinafter referred to as the "City"), (together, the "Parties").

### RECITALS

- A. WHEREAS, Owners are the present owners of certain real property located in the City of Santaquin, which property is described in Exhibit A hereto (hereinafter collectively referred to as "the Property"); and
- B. WHEREAS, on July 12, 2004, the City adopted Ordinance No. 07-04-2004, annexing the Property into the City of Santaquin and entered into an Annexation and Development Agreement, which was intended to govern development of the Property; and
- C. WHEREAS, the owners of portions of the Property in 2004 failed to comply with certain material provisions of the 2004 Annexation and Development Agreement, causing the City to consider said agreement void; and
- D. WHEREAS, Owners desire to develop the Property and cooperate with the City, as reasonably necessary, to incorporate the construction of certain infrastructure improvements; and
- E. WHEREAS, the Parties intend to enter into this Agreement to clarify any ambiguities or misunderstandings arising from previous approvals based on the 2004 Agreement, and establish development parameters for the development of any Project in the event that Owners and any of their successors or assigns undertake such development.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Santaquin Zoning Ordinance in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 "Applicant" or "Developer" means each person or entity, who owns certain real property within the proposed area that applies for the development of a Project.

ENT 4396:2018 PG 1 of 27  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2018 Jan 12 3:27 pm FEE 93.00 BY MA  
 RECORDED FOR SANTAQUIN CITY CORPORATION

- 1.2 **“Buildout”** means the completion of all of the development of the Property.
- 1.3 **“Design Guidelines”** means Santaquin City Standard Specifications and Drawings, adopted by Santaquin City on October 19, 2016 together with any subsequent amendments thereto.
- 1.4 **“Owner(s)”** means Orchard Cove Santaquin, LLC; Blue River Land Group, LLC; DP Santaquin, LLC; Santaquin Orchards Group LLC; and Lifetime Homes, Inc., and also includes all successors and assigns of the same, designated as the owner or owners of the Property, or any part thereof, as indicated on the tax records of Utah County.
- 1.5 **“Previous Agreement”** means the Annexation and Development Agreement that was signed by the City on July 7, 2004, and fully executed on August 11, 2004.
- 1.6 **“Project”** means any portion of the Property proposed for development by an Owner, Developer, or any successors or assigns thereof.
- 1.7 **“Property”** means the following parcels of real property, described by owner and parcel numbers as recorded in the office of the Utah County Recorder: Orchard Cove Santaquin, LLC, 290390067 and 290390070 ; Blue River Land Group, LLC, 290390076, 290390072, 290420060, 290420044, 483740003, 290420053, and 290420050; DP Santaquin, LLC, 290390068 and 290390069; Santaquin Orchards Group LLC, 290400135; and Lifetime Homes, Inc., 290400150. The Property is more particularly described in Exhibit A hereto.
- 1.8 **“Ginger Gold Road”** means the east-west road that crosses Center Street immediately south of the Union Pacific Rail Road crossing of Center Street, Santaquin. It is anticipated that construction of Ginger Gold Road continue in an easterly and westerly direction as outlined in the Santaquin City Transportation Master Plan.

## SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

### 2.1 General Rights and Responsibilities of Owners

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Owners accept and agree to comply with the impact, connection and building fees of the City currently in effect, or as amended, so long as any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Owners agree not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Statement Regarding “Compelling, Countervailing Public Interest.”** The Parties acknowledge that they are familiar with the “compelling, countervailing public interest” test that is generally an exception to the doctrine of vested rights in the State of Utah.

2.1.2.1 The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is unaware of any material facts under which a desire of the City to modify the Owner's rights under this Agreement would be justified by a "compelling, countervailing public interest."

2.1.2.2 If, however, it should be discovered that there did, in fact, exist, as of the date of this Agreement, material facts under which modification of the Owners' rights under this Agreement would be justified by a "compelling, countervailing public interest," Owners' acknowledge that they neither have nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or should not have been aware as of the date of this Agreement.

2.1.3 **Construction Mitigation.** Prior to any development of a Project, Developer shall provide the following measures, all to the reasonable satisfaction of the City's Engineer, to mitigate the impact of construction within the Project. Developer shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Project:

2.1.3.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

2.1.3.2 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

2.1.3.3 Construction traffic routing plan to minimize traffic impacts on Santaquin City and residential areas as approved by the City; and

2.1.3.4 No mass grading or mining operations shall be permitted on the Property without prior written approval of the City.

2.1.4 **Subsequent Applications Under Future Development Code.** Without waiving any rights granted by this Agreement, an Owner may, from time-to-time or at any time, choose to submit some or all of the Property for development under the version of the City's Development Code in place at the time of the application.

2.1.5 **Vested Rights in Concept Plan.** An Owner or Developer may apply for development of a Project so long as the proposed development complies with the Concept Plan, a copy of which is attached hereto as Exhibit B, and all City land use ordinances, which are either in effect on the date that a complete application is submitted to the City, or as excepted herein. Land use regulations which are applicable to the Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to the Uniform Building Code, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes

changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

### 2.1.6 **Design Standards.**

2.1.6.1 All multi-family or attached single family units must be approved by the City's architectural Review Committee in accordance with City Design Guidelines.

2.1.6.2 All single family homes must meet or exceed masonry and siding materials standards previously allowed in developments located on the Property.

2.1.7 **Affirmation of Ownership.** Each of the Owners hereby affirms that the ownership of the Property as set forth on section 1.7 is accurate and truthful as of the date of execution of this Agreement.

## 2.2 **General Rights and Responsibilities of the City**

2.2.1 **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. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Owners' detriment may render the City liable to such remedies as may be available to Owners under such circumstances.

2.2.2 **Compliance with City Requirements and Standards.** Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Owners' obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project in effect at the time of development approval, 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. Owners specifically acknowledge that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property, and agree to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

2.2.3 **Reimbursement Agreements.** At the request of an Applicant, the City may enter into Reimbursement Agreement(s), with any applicant for development of property which receives a direct benefit from easements, rights-of-way, roads, water (culinary and secondary) or sewer improvements installed by Developer. Any such agreement shall provide that the applicants shall be assessed a pro-rata charge for the direct benefitting from any or all of the improvements described above. The City shall, in its sole discretion, determine the costs to be reimbursable to the Developer(s), the method of assessment, and the identity of the benefited property for purposes of reimbursement.

2.2.4 **Power of Eminent Domain.** The City agrees that in the event that an Applicant needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or

rights of way, the City, upon the request of Applicant, may *consider, but is not required to*, exercise its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Applicant so requesting.

2.3 **Recording.** The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

### SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 **Consideration of Adjacent Developments.** Notwithstanding any contrary provisions, the Parties acknowledge that several properties in the surrounding area are being planned for development. Owners agree to collaborate and cooperate to assure adequate sizing and locating of public utilities and road systems, as generally contemplated in the Previous Agreement. Developers are not required to enter into agreements with other property owners unless offers and terms presented by the other owners are reasonable and economically viable, as determined by the Developers. Owners agree that each Project shall be designed and constructed in such a manner that will accommodate the extension and connectivity to road ways, utilities and related infrastructure needed for the development of adjacent properties through the Property where needed. Additional costs to the Developer in order to provide for such capacities for all road systems and utilities, shall not be the responsibility of the City. If the City determines that additional upsizing of infrastructure through the Property is needed, beyond that required to accommodate the development of adjacent properties, the City will reimburse the Developer for costs as may be provided in sections 3.2 through 3.5 hereafter.

3.2 **Water.**

3.2.1 **Obligations of the Owners.**

3.2.1.1 **Water System.** Each Developer shall, at its sole cost and expense, design, build and dedicate to the City all water distribution facilities of sufficient capacity to handle the total estimated requirement of its Project at Buildout. Such facilities shall be built according to City specifications and standards. All facilities necessary to provide a water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated and maintained by the City. The obligations of Developers or their successors or assigns shall include the construction of water distribution lines outside the Project and outside the Property as necessary to connect to and/or loop the existing Santaquin City water system. Developer shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.2.1.2 **Satisfaction of Water Rights Requirement.** Owners hereby asserts that they are familiar with Santaquin City Code § 8-1-10 A. 2 and hereby agree that prior to either approval of a preliminary plat for, or issuance of a building permit on, any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights

or the payment of money in lieu of said water rights. The City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.2.1.2.1 **Application of Prior Credits for Water.** Owner will receive credit for water dedicated and money in lieu of water payments made before the execution of this Agreement, which credits are set forth in Exhibit C hereto. **Developers agree with the City's water calculations, as outlined in the Exhibit C, "Water Dedication Credit Allocation Table."**

3.2.2 **City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.2.1.2) and payment of impact fees, the City shall provide all use areas served by such infrastructure within the Project, water service at a level generally provided to other areas of the City.

### 3.3 **Sanitary Sewer Service and Facilities.**

3.3.1 **Owners' Obligations.** In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Project at Buildout, Owners voluntarily agree as follows:

3.3.1.1 **Easements and Installation.** Owners shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities ("Wastewater Facilities"), located within the Property and as may be needed off site for Buildout of the Property as the City determines to be reasonably necessary and in accordance with City Design Guidelines.

3.3.1.2 **Construction of Sewer Infrastructure.** Each Applicant for the development of a Project shall install, at its sole expense, all Wastewater Facilities which the City deems necessary to provide such disposal and treatment service from the Project to the existing Santaquin Sewer System, including both on-site and off-site improvements

3.3.1.3 **Payment of Sewer Impact Fees.** All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

3.3.2 **City Obligations.** Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary sewer-related improvements and easements, the City shall provide to the Project, sanitary sewer service at a level generally provided to other areas of the City.

### 3.4 **Transportation and Traffic Mitigation.**

**3.4.1 Developer's Obligations.** Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

**3.4.1.1 Plans and Permits.** Prior to any development of a Project, the Developer shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "UDOT") if applicable.

**3.4.1.2 Roads Within a Project.** In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat or the documents, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. Prior to the construction of any of the improvements described herein, the Developer shall obtain the City's written approval of all plans, drawings and specifications with respect to the alignment and construction of such road improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

**3.4.1.3 Roads Outside the Project.** The Developer shall obtain all of the necessary easements and rights of way for the construction of all roadways and related improvements, which are outside its Project that, in the opinion of the City, are reasonably necessary to provide sufficient ingress to and egress from the Project and shall complete the construction of said roadways.

**3.4.1.4 Completion, Repair and/or Replacement of Existing Roads.**

**3.4.1.4.1 Center Street.** Although the rights-of-way for sidewalks and trail improvements were provided with Plat E, Developer agrees to install such sidewalks, trails and associated landscaping along those portions of Center Street that abut an area being platted. Trail corridor improvements made by Developer may be reimbursed from parks and recreation impact fees. This includes improvements along Ginger Gold Road and Center Street.

- **3.4.1.4.2 Ginger Gold Road.** Upon execution of this Agreement, Blue River Land Group, LLC shall dedicate a utility easement along and including Ginger Gold Road running through parcels 290420053 and 290420050, which utility easement shall be approximately 71 feet wide, and sufficient for the installation of all utilities, including: culinary water, pressurized irrigation, electricity, sewer, natural gas, and telecommunications. Upon the earlier of: the development of 200 lots east of Center Street in parcels 290420060, 483740003 and 290420044; or six years after the execution of this Agreement, Blue River Land Group, LLC shall deed to the City the property for a road and trail located in parcels 290420053 and 290420050, for the construction, operation, repair and replacement of Ginger Gold Road and the adjacent trail. Prior to the recordation of any plat within parcels 290420060, 483740003 and 290420044, Blue River Land Group, LLC shall submit payment in the amount of five hundred and fifty (\$550.00) per residential unit to the City to be held in an interest bearing account, which monies shall be used solely for the design and construction of Ginger Gold Road. If



parcels, 290420042 and 290420049 develop under a Planned Unit Development (PUD), the developer of those parcels shall bare 100% of the cost of improving Ginger Gold Road through parcels 290420053 and 290420050 and the funds held by the City shall be returned to the payor with interest. If 290420042 and 290420049 are developed under the standard R-10 zoning of this area, said funds will be used by the City towards the construction of Ginger Gold Road through parcels 290420053 and 290420050; or transfer parcels 290420053 and 290420050 to the owner of parcel 290420042, an adjacent property owner for development, in which case Blue River Land Group, LLC shall have no responsibility for payment of the monies described above. Easements dedicated to the City shall be free of encumbrances at the time of dedication.

- Owners also agree to construct a road and related improvements connecting Ginger Gold Road to 350 West (across parcel no. 290390068) concurrent with development of any plat upon any or all of the following parcels: 290390068, 290390067, and 290390076. The owner of parcel no. 290390068 agrees to dedicate that portion of said parcel necessary for the construction of said road and related improvements, but only if those dedications and easements will not (in the reasonable discretion of the owner of parcel no. 290390068) impair, diminish the value of, or diminish the development potential of the remaining portion(s) of parcel 290390068. All costs relating to the construction of the road or related improvements connecting Ginger Gold Road to 350 West shall be the sole responsibility of the developer of the plat that precipitates the required construction. The City agrees to reimburse all impact fees at the time of construction respective to this construction.

3.4.1.4.3 **Royal Land Drive.** Lifetime Homes, Inc. shall fully pave and improve Royal Land Drive between 300 West and 100 West within three months of the execution of this Agreement. Said improvements shall include full surface and underground/utility improvements as required by City Design Guidelines.

3.4.1.5 **Sidewalk, Curb and Gutter.** Each Developer of a Project shall construct, at its sole expense, Internal Curbing & Pedestrian Pathways in all portions of the Project as may be required by the City in connection with the approval of any final subdivision or development plat, or building permit.

3.4.1.6 **Landscaping.** Upon the City's approval of any plat within a Project, the Developer shall construct and create, at Developer's sole cost and expense, landscape improvements as set forth in the City's Design Guidelines and Development Code. Such landscape improvements shall include the construction, creation, and maintenance of such improvements as shall be approved by the City in connection with the required development process.

### 3.4.2 **City Obligations.**

3.4.2.1 **Dedication.** The City shall accept the dedication of all streets in each Project, so long as such streets are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

### 3.4.2.2 Reimbursements.

3.4.2.2.1 Developer shall receive impact fee reimbursements for installation of landscaping and trail improvements along roads outside the Property, to the extent said improvements are included in the City's Park Impact Fee Facility Plans and associated analysis. Park impact fee reimbursements will not exceed the costs outlined for landscape and trail improvements installed and accepted by the City and City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the parks impact fees received from development within the Project during the quarter. If park impact fees derived from the Project are insufficient to cover the City approved park and trail improvements under this part, the City shall provide additional funding to assure full reimbursement to the Developer for the facilities.

3.4.2.2.2 Developer may be eligible for reimbursement of right-of-way acquisition costs associated with the roads outside a Project in accordance with the City's Transportation Impact Fee Facility Plan and associated analysis. Any such reimbursement amounts will be reduced equal to the cost of the Developer having to acquire sewer and culinary water line easements within the same corridor, which the Developer acknowledges would be necessary for Buildout of the Project. Such road reimbursement payments will be made over a maximum 2 year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.3 To the extent that offsite road improvements are more than necessary to serve the Project based on other developments and access routes being constructed on adjacent properties, the City may reimburse Developer the costs of grading and materials related to road construction. Any such reimbursements will be based on Developer completed and City accepted improvements as well as City verified construction invoices, weigh tickets, field measurements, or other necessary documentations. The reimbursement amount will be reduced by an amount equal to the cost of grading and construction work necessary for sewer and culinary line connections that the City determines would be necessary for Buildout of the Project regardless of the road. Reimbursement payments will be made on a quarterly basis equivalent to the transportation impact fees received from development within the Project during the quarter.

3.4.2.2.4 The City may elect to prepay, rather than reimburse, some or all of those costs outlined in sections 3.3.2.2.1 thru 3.3.2.2.3. The prepayment amount would be determined by coordination between the City Engineer and Developer after receiving appropriate bids and estimates for the work. If the City chooses to use this prepayment option, then Developer will not be entitled to reimbursement of funds as outlined above and waives any claim to reimbursement of funds beyond that amount determined by the City Engineer and Developer for the prepaid work.

### 3.5 Utilities.

3.5.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible for the provision of all utility infrastructure within the Project, including (but not necessarily limited to) the following:

3.5.1.1 As provided in § 3.2 hereof, culinary and secondary water systems, including all appurtenances;

3.5.1.2 As provided in § 3.3 hereof, sewer and sanitary systems;

3.5.1.3 Runoff and storm drainage;

3.5.1.4 Natural gas;

3.5.1.5 Electricity;

3.5.1.6 Street lighting; and

3.5.1.7 Telecommunications.

**3.5.2 Easements, Rights-of-Way, Etc.** Owner shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

**3.5.3 City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in a Project.

**3.5.4 Underground Utilities.** All utility lines, conduits, pipes, maintenance or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Developer.

### **3.6 Parks and Additional Amenities/Improvements.**

3.6.1 Owners agree to provide those amenities on their respective portions of the Property as set forth and depicted in Exhibit D hereto.

3.6.2 Owners agree that the size and quality of the "Splash Pad" improvements set forth in Exhibit D will meet or exceed those of similar improvements located in the existing Sunset Trails Park.

3.6.3 Owners agree to deliver to the City the amount of \$2,600.00 per each unit sold within the boundaries of high density areas within Property, as a cash bond, which the City will hold as an improvement bond for the timely completion of "club house" and "splash pad" improvements. Funds will be released in accordance with bond procedures, subject to a ten percent retention for a two year period to assure completion and warranty of said improvements.

3.6.4 Storm Drain System. Owners acknowledge that the storm drain facilities constructed between Ginger Gold Road and the Union Pacific Railroad property east of Center Street were not built to approved plans and/or specifications. Prior to recording of any final plat, the respective Developers of the affected portions of the Property agree to pay a storm drain fee in the amount of \$312.48 per unit as a cash bond, which the City will hold to assure proper construction of the storm drain basin.

3.6.5 Parks. Each Owner agrees to dedicate to the City, its portion of the Property identified as "Open Space" in Exhibit E hereto, within ninety days of the execution of this Agreement. All dedications shall be free of liens and encumbrances.

#### SECTION IV. ZONING

##### 4.1 Santaquin Zoning Map.

4.1.1 Zoning. Upon execution of this agreement, the Property shall remain zoned R-10 with a PUD overlay. Development of the Property as a planned unit development will be predicated upon compliance with all R-10 PUD standards including but not limited to open space dedication requirements, bonus density criteria, landscaping and architectural considerations and all City Design Guidelines. All City Design Guidelines shall apply to development.

4.1.2 Maximum number of units allocated to each parcel shall be as follows:

PARCEL NUMBER	ALLOCATED UNITS
290390067	22
290390070	5
290400150	21
290390076 combined with 290400135	162
290390072	0
290420060	265
290420044	0
483740003	0
290420053	0
290420050	0
290390068	7
290390069	0
TOTAL	482

(See Exhibit F Unit Allocation Exhibit)

4.1.2.1 The number of allocated units may not be transferred from one parcel to another parcel without prior written approval of the City Council.

## SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract 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. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title, or which would apply to the Owner through whom the interest was acquired. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.

5.2 **Transfer of Property.** Owners shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Owner's rights under this Agreement.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) each Project is a private development; (ii) City and Owners hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Owner(s); and (iii) nothing contained herein shall be construed as creating any such relationship between City and Owner(s).

5.4 **Consent.** In the event this Agreement provides for consent from the City or the Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, upon request by an Owner, or with notice to Owners and Owners' consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Owners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Owners of an itemized list of costs, expenses, and fees.

## SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

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

6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for Owners, and by legal counsel for the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the others, 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.

6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by either the City or any Owner to any other party, individual or entity without assigning the obligations as well as the rights under this Agreement.

6.7 **Governing Law, and Dispute Resolution, and Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be Utah County, State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce, in whole or in part, this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

6.7.2 **Default Litigation.** If any Party hereto is required to engage the services of legal counsel by reason of the default of another Party, the nondefaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 **Notices.** Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

Santaquin City Recorder  
275 West Main Street  
Santaquin, UT 84655  
Facsimile: (801) 754-3526

Copy to:

Brett B. Rich, Esq.  
Nielsen & Senior  
P.O. Box 970663  
Orem, UT 84097

If to Owners to:

Orchard Cove Santaquin, LLC  
187 North 290 West  
Lindon, UT 84042

Blue River Land Group, LLC  
814 North Yellowstone Way  
Rexburg, ID 83440

DP Santaquin, LLC  
3115 East Lion Lane, #300  
Salt Lake City, UT 84121

Santaquin Orchards Group LLC  
3115 East Lion Lane, #300

Salt Lake City, UT 84121

Lifetime Homes, Inc.  
30 East Deer Meadow Circle  
Woodland Hills, UT 846536.9

**Counterparts and Exhibits.** This Agreement is executed in five (5) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of sixteen (16) pages, including notary acknowledgment forms, and five (5) additional exhibit(s), which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Description of the Property with illustrative map
Exhibit B	Property development concept plan
Exhibit C	Water Dedication Credits Allocation
Exhibit D	Parks and Amenities Plan
Exhibit E	Open Space Dedication Plan
Exhibit F	Unit Allocation Exhibit

6.10 **Effective Date and Duration.** This Agreement shall become effective and shall continue in force and effect until all obligations hereunder have been satisfied, but shall not exceed ten (10) years from the execution of this Agreement. In this event that less than all obligations hereunder have been satisfied this agreement shall expire and any further development of the Property shall proceed in accordance with all applicable laws and ordinances in effect at the time of a completed application for a project, including the requirements for dedication of water rights.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by the City of Santaquin, acting by and through its City Council as of the 13 day of December, 2017.

(Signature page on next page)



SANTAQUIN CITY

Kirk F. Hunsaker  
Kirk F. Hunsaker, Mayor

ATTEST:

Susan B. Earnsworth  
Susan B. Earnsworth, City Recorder



APPROVED AS TO FORM:

Brett B. Rich  
Brett B. Rich, City Attorney

OWNERS:

ORCHARD COVE SANTAQUIN, LLC

By: B. Rich

Its: Manager

STATE OF UTAH )  
:SS  
COUNTY OF UTAH )

On this 5 day of Dec., 2017, before me personally appeared <sup>Brigham Ashton</sup> [NAME], personally known to me, who after being duly sworn acknowledged to me that he is authorized to execute this document on behalf of Orchard Cove Santaquin, LLC, and who executed the same.

Dee Buffington  
Notary Public



BLUE RIVER LAND GROUP, LLC

By: [Signature]

Its: Member

STATE OF UTAH )  
:ss *Davis*  
COUNTY OF UTAH )

On this 30 day of November, 2017, before me personally appeared *Aaron Robertson* [NAME], personally known to me, who after being duly sworn acknowledged to me that he is authorized to execute this document on behalf of Blue River Land Group, LLC, and who executed the same.

*Corlynn Tingey*  
\_\_\_\_\_  
Notary Public



**DP SANTAQUIN, LLC**

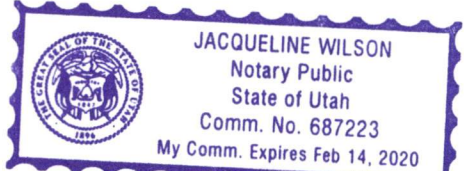
By: *[Signature]*

Its: Manager

STATE OF UTAH )  
:ss *Salt Lake*  
COUNTY OF UTAH )

On this 30th day of November, 2017, before me personally appeared *Scott Brand* [NAME], personally known to me, who after being duly sworn acknowledged to me that he is authorized to execute this document on behalf of DP Santaquin, LLC, and who executed the same.

*[Signature]*  
\_\_\_\_\_  
Notary Public



**SANTAQUIN ORCHARDS GROUP, LLC**

By: *[Signature]*

Its: Manager

STATE OF UTAH )  
:ss *Salt Lake*  
COUNTY OF UTAH )

On this 30<sup>th</sup> day of November, 2017, before me personally appeared Scott Brand [NAME], personally known to me, who after being duly sworn acknowledged to me that he is authorized to execute this document on behalf of Santaquin Orchards Group, LLC, and who executed the same.

Jacqueline Wilson - Notary Public  
JACQUELINE WILSON  
Notary Public  
State of Utah  
Comm. No. 687223  
My Comm. Expires Feb 14, 2020

LIFETIME HOMES, INC.

By: [Signature] president

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

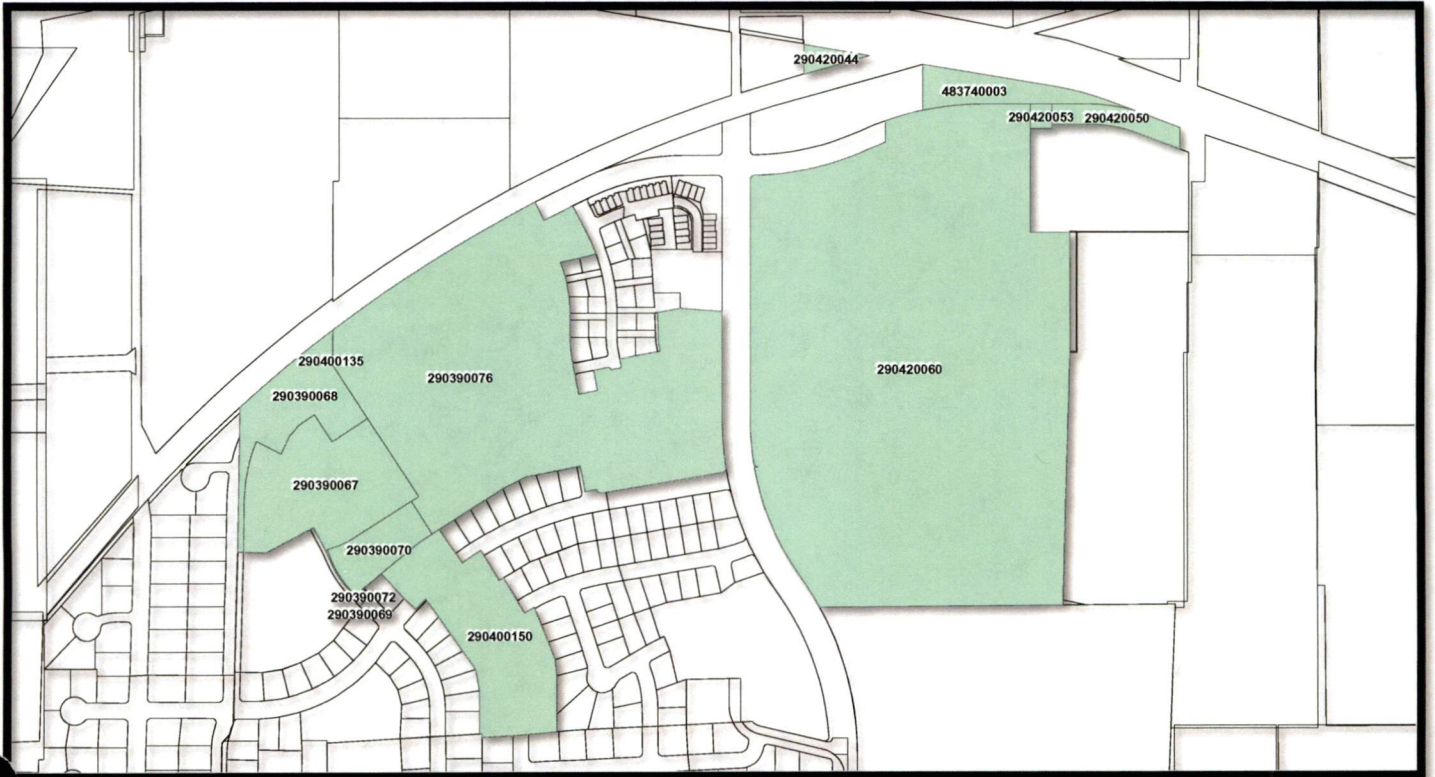
STATE OF UTAH )  
:SS  
COUNTY OF UTAH )

On this 1 day of Dec., 2017, before me personally appeared James E. DeGraffenried, Jr., personally known to me, who after being duly sworn acknowledged to me that he is authorized to execute this document on behalf of Lifetime Homes, Inc., and who executed the same.

[Signature]  
Notary Public

GENIE L VEST  
NOTARY PUBLIC - STATE OF UTAH  
COMMISSION# 677189  
COMM. EXP. 05-02-2018

Exhibit A Description of the Property with illustrative map



*Utah County Parcel ID Numbers*

290390067
290390070
290400150
290390076
290390072
290420060
290420044
483740003
290420053
290420050
290390068
290390069
290400135



**LEGAL DESCRIPTION  
PREPARED FOR  
RIVER VALLEY DEV. LC.  
Job No. 15-0106  
(January 3, 2018)**

**PRELIMINARY PLAT BOUNDARY**

**EAST PARCEL**

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CENTER STREET AS SHOWN ON PLAT "E", THE ORCHARDS SUBDIVISION, SAID POINT BEING LOCATED N89°32'33"E ALONG THE QUARTER SECTION LINE 278.55 FEET FROM THE WEST 1/4 CORNER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID PLAT BOUNDARY LINE THE FOLLOWING TWELVE (12) COURSES: NORTHWESTERLY ALONG THE ARC OF A 1054.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: S60°55'30"W) 123.03 FEET THROUGH A CENTRAL ANGLE OF 6°41'16" (CHORD: N32°25'08"W 122.96 FEET); THENCE ALONG THE ARC OF A 946.00 FOOT RADIUS CURVE TO THE RIGHT 425.21 FEET THROUGH A CENTRAL ANGLE OF 25°45'13" (CHORD: N22°53'10"W 421.64 FEET); THENCE NORTHEASTERLY ALONG THE ARC OF A 631.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S7°14'57"E) 14.08 FEET THROUGH A CENTRAL ANGLE OF 1°16'41" (CHORD: N83°23'23"E 14.08 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N5°58'16"W) 22.73 FEET THROUGH A CENTRAL ANGLE OF 86°49'52" (CHORD: N52°33'20"W 20.62 FEET); THENCE ALONG THE ARC OF A 946.00 FOOT RADIUS CURVE TO THE RIGHT 150.91 FEET THROUGH A CENTRAL ANGLE OF 9°08'23" (CHORD: N4°34'12"W 150.75 FEET); THENCE NORTH 846.03 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.25 FEET THROUGH A CENTRAL ANGLE OF 88°49'36" (CHORD: N44°24'48"E 20.99 FEET); THENCE ALONG THE ARC OF A 1031.00 FOOT RADIUS CURVE TO THE LEFT 418.88 FEET THROUGH A CENTRAL ANGLE OF 23°16'43" (CHORD: N77°11'14"E 416.01 FEET); THENCE ALONG THE ARC OF A 969.00 FOOT RADIUS CURVE TO THE RIGHT 63.27 FEET THROUGH A CENTRAL ANGLE OF 3°44'28" (CHORD: N67°25'07"E 63.26 FEET); THENCE NORTH 75.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1040.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S19°14'20"E) 136.24 FEET THROUGH A CENTRAL ANGLE OF 7°30'21" (CHORD: N74°30'50"E 136.15 FEET); THENCE NORTH 160.60 FEET; THENCE S80°33'26"E 475.35 FEET; THENCE ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT 185.72 FEET THROUGH A CENTRAL ANGLE OF 10°38'27" (CHORD: S75°14'12"E 185.45 FEET); THENCE S69°54'59"E 278.11 FEET; THENCE SOUTH 75.60 FEET; THENCE N69°54'59"W 168.76 FEET; THENCE ALONG THE ARC OF A 469.00 FOOT RADIUS CURVE TO THE LEFT 164.40 FEET THROUGH A CENTRAL ANGLE OF 20°05'01" (CHORD: N79°57'49"W 163.56 FEET); THENCE WEST 135.19 FEET; THENCE SOUTH 14.11 FEET; THENCE WEST 75.90 FEET; THENCE SOUTH 365.64 FEET; THENCE EAST 138.66 FEET; THENCE S0°13'13"E 397.40 FEET; THENCE S1°41'33"W 913.27 FEET TO THE QUARTER SECTION LINE; THENCE S89°32'33"W ALONG THE QUARTER SECTION LINE 857.70 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±42.51 ACRES

**WEST PARCEL**

BEGINNING AT A POINT LOCATED S89°09'29"W ALONG THE QUARTER SECTION LINE 725.92 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S22°00'00"E 181.93 FEET; THENCE S5°00'00"E 56.78 FEET; THENCE S0°05'57"E 196.74 FEET; THENCE S84°51'59"W 144.69 FEET; THENCE S87°03'42"W 121.22 FEET; THENCE N0°05'35"W 12.78 FEET; THENCE S86°46'28"W 9.65 FEET; THENCE NORTH 151.47 FEET; THENCE N8°53'21"W 75.34 FEET; THENCE N35°30'00"W 298.91 FEET; THENCE N44°03'06"W 5.00 FEET; THENCE ALONG THE ARC OF A 1174.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S44°03'06"E) TO

**Corporate Office:** 3302 N. Main Street • Spanish Fork, UT 84660 • P: 801.798.0555 • F 801.798.9393  
Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065 • P: 801.495.2844 • F801.495.2847  
Boise Office: 2040 S. Eagle Road • Meridian, ID 83642 • P: 208.846.9600 • F208.846.9605

Services Include:

- Engineering
- Surveying
- Land Planning

THE LEFT 50.66 FEET THROUGH A CENTRAL ANGLE OF 2°28'21" (CHORD: S44°42'43"W 50.66 FEET); THENCE N46°31'27"W 57.00 FEET; THENCE N43°00'00"W 117.99 FEET; THENCE S50°30'00"W 79.64 FEET; THENCE S45°00'00"W 5.00 FEET; THENCE S45°00'00"E 35.12 FEET; THENCE S45°00'00"W 50.00 FEET; THENCE N38°17'00"E 13.09 FEET; THENCE N45°00'00"W 50.76 FEET; THENCE ALONG THE ARC OF A 364.50 FOOT RADIUS CURVE TO THE RIGHT 138.23 FEET THROUGH A CENTRAL ANGLE OF 21°43'41" (CHORD: N34°08'10"W 137.40 FEET); THENCE ALONG THE ARC OF A 985.50 FOOT RADIUS CURVE TO THE LEFT 86.28 FEET THROUGH A CENTRAL ANGLE OF 5°00'58" (CHORD: N25°46'48"W 86.25 FEET); THENCE N28°17'17"W 45.10 FEET; THENCE S62°00'00"W 188.85 FEET; THENCE N88°24'00"W 101.62 FEET; THENCE N1°06'19"E 352.49 FEET; THENCE N0°42'18"E 156.66 FEET TO THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY NORTHEASTERLY ALONG AN ARC OF A 4870.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S41°59'25"E) 1269.70 FEET THROUGH A CENTRAL ANGLE OF 14°56'17" (CHORD: N55°28'44"E 1266.10 FEET); THENCE S27°03'08"E 71.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 4799.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S27°03'00"E) 104.20 FEET THROUGH A CENTRAL ANGLE OF 1°14'39" (CHORD: N63°34'11"E 104.20 FEET); THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT 15.41 FEET THROUGH A CENTRAL ANGLE OF 88°18'29" (CHORD: S71°39'15"E 13.93 FEET); THENCE S27°30'00"E 99.63 FEET; THENCE ALONG THE ARC OF A 606.50 FOOT RADIUS CURVE TO THE RIGHT 77.57 FEET THROUGH A CENTRAL ANGLE OF 7°19'42" (CHORD: S23°50'09"E 77.52 FEET); THENCE S69°49'00"W 15.16 FEET; THENCE S77°09'00"W 115.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 477.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: S68°04'12"W) 182.76 FEET THROUGH A CENTRAL ANGLE OF 21°55'48" (CHORD: S10°57'54"E 181.65 FEET); THENCE SOUTH 85.01 FEET; THENCE ALONG THE ARC OF A 422.50 FOOT RADIUS CURVE TO THE LEFT 80.75 FEET THROUGH A CENTRAL ANGLE OF 10°57'00" (CHORD: S5°28'30"E 80.62 FEET); THENCE S10°57'00"E 121.63 FEET; THENCE N79°03'00"E 68.33 FEET; THENCE N10°57'00"W 72.50 FEET; THENCE N79°03'00"E 50.67 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT 15.71 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S55°57'00"E 14.14 FEET); THENCE N79°03'00"E 38.00 FEET; THENCE N10°57'00"W 30.66 FEET; THENCE N79°03'00"E 145.87 FEET; THENCE N10°57'00"W 29.34 FEET; THENCE N2°00'00"W 106.80 FEET; THENCE N80°00'00"E 81.32 FEET; THENCE S85°55'26"E 149.32 FEET; THENCE SOUTH 383.15 FEET; THENCE ALONG THE ARC OF A 1045.00 FOOT RADIUS CURVE TO THE LEFT 166.14 FEET THROUGH A CENTRAL ANGLE OF 9°06'32" (CHORD: S4°33'16"E 165.96 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.49 FEET THROUGH A CENTRAL ANGLE OF 89°42'32" (CHORD: S35°44'44"W 21.16 FEET); THENCE S80°36'00"W 433.91 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.16 FEET THROUGH A CENTRAL ANGLE OF 88°27'00" (CHORD: N55°10'30"W 20.92 FEET); THENCE S79°00'22"W 42.00 FEET; THENCE N10°57'00"W 92.21 FEET; THENCE S78°53'00"W 194.86 FEET; THENCE S64°00'00"W 93.52 FEET; THENCE S57°31'24"W 266.80 FEET; THENCE S35°00'00"E 142.57 FEET; THENCE ALONG THE ARC OF A 1190.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S35°15'13"E) TO THE RIGHT 78.56 FEET THROUGH A CENTRAL ANGLE OF 3°46'56" (CHORD: N56°38'15"E 78.54 FEET); THENCE S31°28'17"E 21.00 FEET; THENCE S31°30'00"E 103.18 FEET; THENCE N59°14'00"E 17.95 FEET; THENCE S30°30'00"E 93.71 FEET; THENCE S31°44'49"E 50.00 FEET; THENCE ALONG THE ARC OF A 777.50 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: S31°44'49"E) TO THE RIGHT 39.55 FEET THROUGH A CENTRAL ANGLE OF 2°54'51" (CHORD: N59°42'36"E 39.54 FEET); THENCE S28°49'58"E 5.00 FEET; THENCE S22°00'00"E 11.57 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±34.17 ACRES

**NORTH PARCEL**

BEGINNING AT A POINT WHICH LIES NORTH 89°32'33" EAST 223.747 FEET ALONG THE QUARTER SECTION LINE AND NORTH 1,872.573 FEET FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 74°16'14" EAST 242.41 FEET ALONG THE NORTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE NORTH 80°33'16" WEST 236.54 FEET ALONG THE SOUTHERLY LINE OF THE STRAWBERRY HIGHLINE CANAL RIGHT-OF-WAY; THENCE SOUTH 104.53 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.28 ACRES









Exhibit B Property development concept plan



**Legend**

 Utah County Parcel Boundaries

**Proposed Uses**

- |   |  |
|---|--|
|  Civic         |  Single Family (4-5 units/acre)           |
|  Open Space    |  Single Family (6-8 units/acre)           |
|  Private Roads |  Single Family Attached (8-11 units/acre) |
|  Public Roads  |  Multi-family                             |

0 160 320 640 960 1,280 Feet

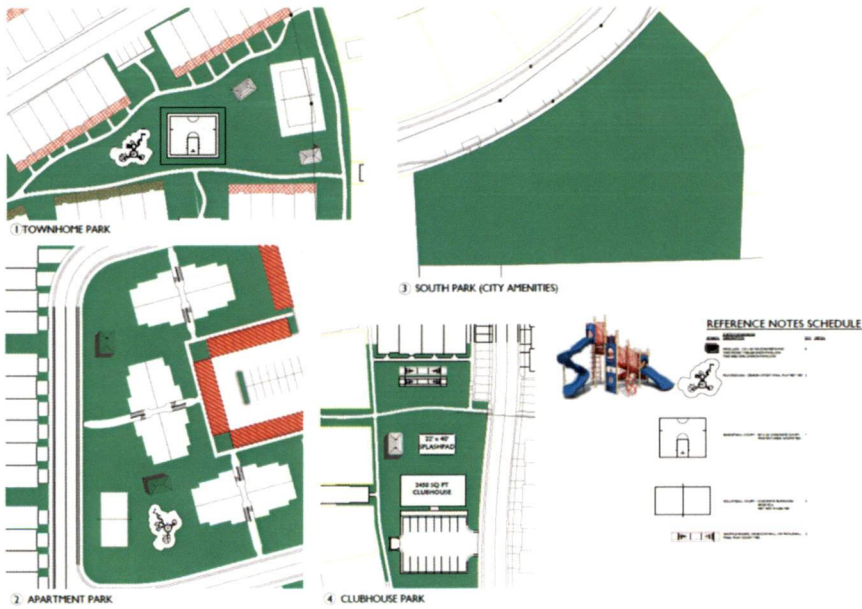
1

Orchard Plat	Acres	Required Water (3 ac ft per ac)	Equivalent SCI* Shares	Provided (ac.ft)	Provided Money in Lieu	Remaining to be Provided	Status	
C-1	1.64	4.92	2.73	237.6 Acre feet (132 Summit Creek Shares 36 on 4.12.07 96 on 4.30.07) 9.81 acre feet	0	0	Recorded	Entry 2013-109813
C-2	4.92	14.76	8.20		0	0	Recorded	Entry 2016-17987
E	11.02	33.06	18.37		0	0	Recorded	Entry 48967-2008
F1	5.97	17.91	9.95		0	0	Recorded	Entry 2013-30437
L	4.93	14.79	8.22		0	0	Recorded	Entry 78312-2008
M	3.27	9.81	5.45		0	0	Recorded	Entry 111393-2008
C3	2.67	8.01	4.45	0	0	Recorded	Entry 98181-2015	
C4	5.98	17.94	9.97	0	0	Recorded	Entry 45263-2016	
North Orchards Elem	16.67	50.01	27.78	0	0	Recorded	Entry 65826-2016	
C5	4.87	14.61	8.12	0	0	Recorded	Entry 58127-2017	
F2	4.86	14.59	8.10	0	0	0	Under Construction, not yet recorded	
F3	6.19	18.57	10.32	0	0	0	Submitted for Review	
<b>Subtotal</b>	<b>72.992527</b>	<b>218.977581</b>	<b>121.65</b>	<b>247.41</b>	<b>\$0.00</b>			
Apple Hollow A-1	1.9	5.7	3.17	0	0		Recorded	Entry 2010-48262
A-2	1.55	4.65	2.58	0	0		Recorded	Entry 2012-14721
A-5	0.94	2.82	1.57	0	0		Recorded	Entry 2010-42029
A-6	0.3	0.9	0.50	0	0		Recorded	Entry 2013-84628
A-7	0.21	0.63	0.35	0	0		Recorded	Entry 2014-84865
A-8	0.21	0.63	0.35	0	0		Recorded	Entry 11472-2016
A-9	1.2	3.6	2.00	0	0		Recorded	Entry 18499-2017
<b>Subtotal</b>	<b>6.31</b>	<b>18.93</b>	<b>10.52</b>	<b>0</b>	<b>0</b>			
<b>Totals</b>	<b>79.3025</b>	<b>237.9076</b>	<b>nb</b>	<b>247.41</b>	<b>0</b>		<b>-9.5024</b>	



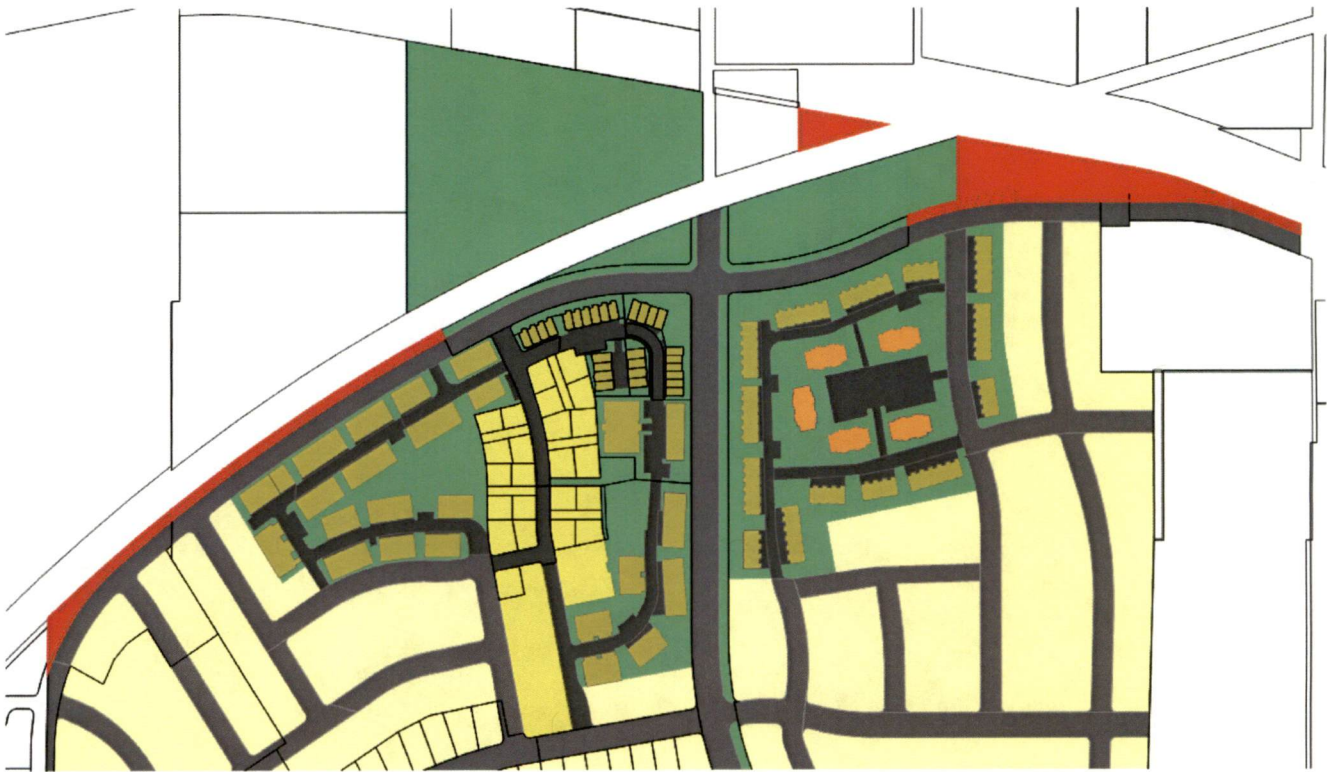
Exhibit D Parks and Amenities Plan

Map prepared by Northland landscape architects dated June 2, 2017 showing overall Project area  
Map prepared by Northland landscape architects dated June 2, 2017 showing specific area amenities.



(11x17 map to be attached to agreement)

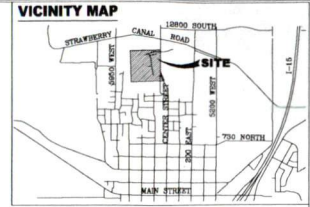
## Exhibit E Open Space Dedication Plan



*Areas highlighted in red will be dedicated to Santaquin City. All lands east of Center Street will be dedicated with the improvement of Ginger Gold Road when developed with Plat B areas. Lands west of Center Street will be dedicated with the improvement of Ginger Gold Road in accordance with city approved phasing of the development.*

Exhibit F Unit Allocation Exhibit

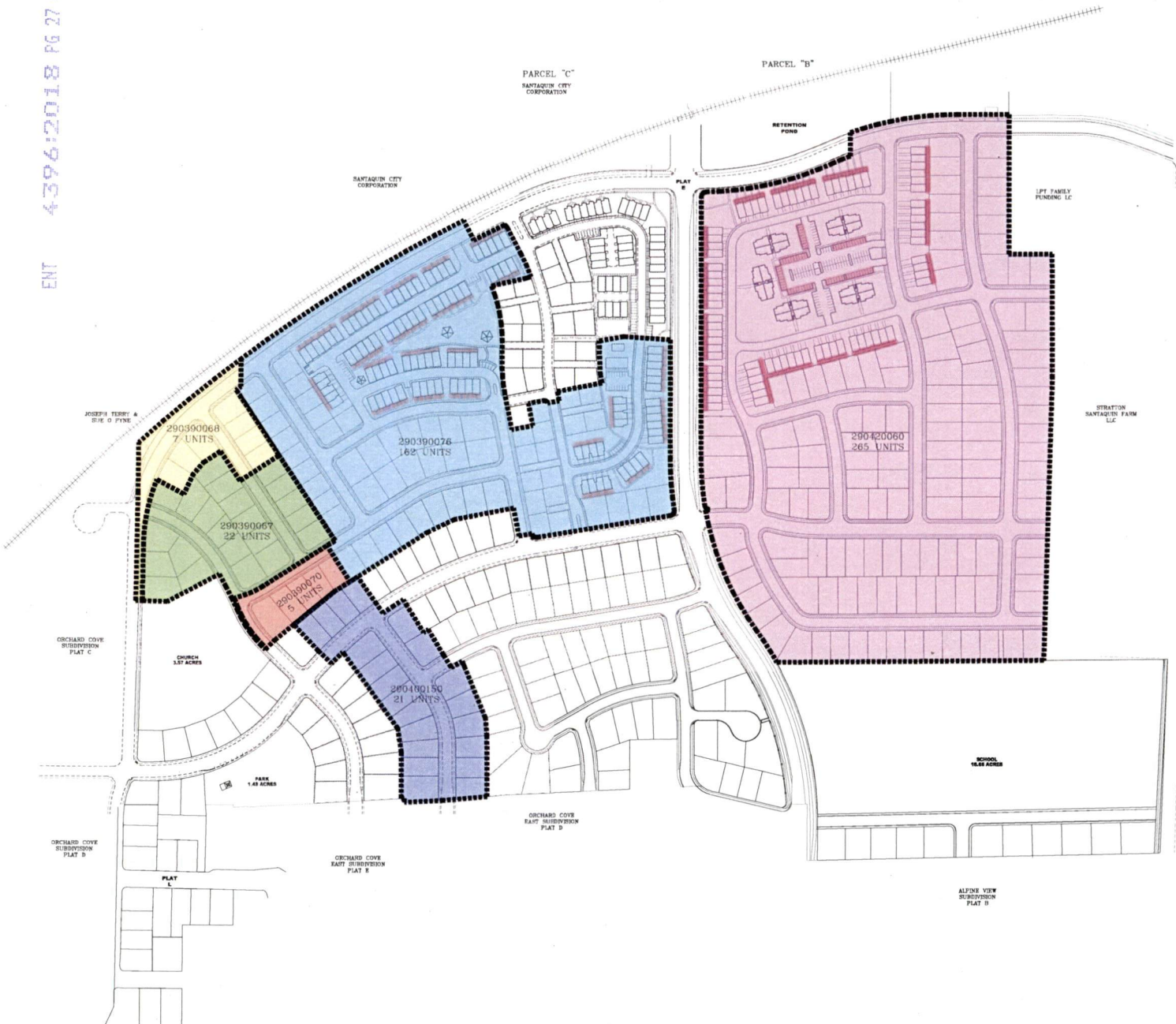
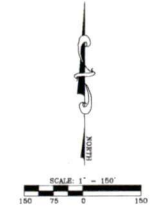
See Attachment



LEI  
A Utah Corporation  
**ENGINEERS  
SURVEYORS  
PLANNERS**

3303 N. Main Street  
Spanish Fork, UT 84603  
Phone: 801.798.0505  
Fax: 801.798.0393  
office@lel-eng.com  
www.lel-eng.com

NOT FOR  
CONSTRUCTION



**THE ORCHARDS**  
SANTAGUIN, UTAH  
UNIT ALLOCATION EXHIBIT

REVISIONS
1
2
3
4
5
6

LEI PROJECT #  
**2015-0106**  
DRAWN BY:  
**BAP**  
CHECKED BY:  
**NKW**  
SCALE:  
**1" = 150'**  
DATE:  
**8/15/2017**

**OWNER / DEVELOPER**  
RIVER VALLEY DEV. LC.  
470 N. 2450 W.  
TREMONTON, UTAH 84337  
(801)608-1719

**ENGINEER**  
LEI CONSULTING ENGINEERS  
AND SURVEYORS  
3303 NORTH MAIN  
SPANISH FORK UTAH 84603  
(801)798-0555

SHEET  
**1**