

When recorded, return to:

TMTH LLC
Attn: Rob Clauson
3940 North Traverse Mt Blvd #200
Lehi, Utah 84043

Parcel Nos.: 11-013-0154; 11-013-0188;
58-001-0064

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into as of this ____ day of _____, 2017, by and among TMTH LLC, a Utah limited liability company (“**Developer**”), and LEHI CITY, a political subdivision of the State of Utah (“**City**”). Developer and City are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property, as described in **Exhibit A** attached hereto (the “**Property**”), located within the master planned community known as Traverse Mountain (the “**Community**”). The Property is principally located in the Central Canyon Planning District, as identified in the Traverse Mountain Area Plan, approved on or about January 24, 2012 (the “**Area Plan**”).

C. In connection with development of the Property (the “**Project**”), Developer applied to the City for an amendment to a portion of the Area Plan, as further described in the addendum approved by City, and attached hereto as **Exhibit B** (the “**Area Plan Amendment**”).

D. Pursuant to the Area Plan Amendment, the Property may be used for the construction of a 9.45 acre elementary school site (the “**School Site**”), a 5 acre church site (the “**Church Site**”), a 3.12 acre park (the “**Park Site**”), and residential uses and open space on the remaining portion of the Property, with significant grading and exporting of excess dirt material (the “**Grading Activities**”) to achieve development of the Project.

E. On November 14, 2017, after receiving a positive recommendation from the Planning Commission and reviewing departments, the City Council tabled the approval of the Area Plan Amendment until the terms of a development agreement could be substantially negotiated.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

VESTED RIGHTS

1.1 **Development Approval.** This Agreement confirms that the project is an “approved development project” within the meaning of Chapter 12-B of the City Development Code, and the Developer is vested, as of the Effective Date, with the right to develop the Project, subject to the terms of this Agreement, and in conformity with uses, densities, configurations, routes of access, road placements and road designs, and infrastructure routes and connections generally depicted in the Area Plan Amendment, as may be modified in accordance with, or as may be further specified in, this Agreement.

ARTICLE 2

GRADING APPROVALS AND REQUIREMENTS

2.1 **Grading Approval.** City hereby approves the grading and exporting of excess dirt material for development of the Project, in accordance with the Area Plan Amendment. Upon Developer’s application for a grading permit, Developer shall submit to City an application satisfying the requirements of the City Development Code Chapter 12-B Grading Permits, as in effect as of the Effective Date. At the time of grading permit application, the applicant must provide a detailed grading plan (the “**Grading Plan**”) per Chapter 12-B that includes but is not limited to: (i) locations of all cuts; (ii) topographic contours; (iii) location of any necessary retaining walls; identification of the location of the truck access road that will be used for the export of grading materials; (iv) how truck traffic will be separated from local residential traffic; (v) indication of final hillside slopes; (vi) information to ensure slope stability; (vii) dust mitigation plan; (viii) revegetation/remediation plan; (ix) identification of a third party inspector to oversee the grading and export activities; and (x) depiction of the locations of water lines necessary for the sprinkler system responsible for watering of the conveyor belt and exposed hillside cuts.

2.2 **Grading Activities.** Developer shall install screening berms, trees, dust control sprinkler systems and conveyor belt transport systems (the “**Grading Systems**”) as further described in the Grading Plan. Upon the installation of the Grading Systems and obtaining a grading permit from City, Developer shall provide written notice to City and Traverse Mountain Master Association (the “**Association**”) that it will commence Grading Activities as of a date identified in the notice (the “**Grading Commencement Notice**”). Developer shall have three (3) years (the “**Grading Deadline**”) from the date identified in the Grading Commencement Notice to complete the Grading Activities. Pursuant to a separate agreement between Developer and the Association (the “**HOA Agreement**”), Developer may extend the Grading Deadline for up to six (6) successive one-month periods, upon providing notice to City and payment of \$100,000 to the Association for each month that the Grading Deadline is extended. Developer will cause its grading contractor to grade the School Site and the Church Site first, prior to grading pads for residential uses. Developer shall cause the grading contractor to diligently pursue the Grading Activities, and will require grading contractor to complete thirty-three percent (33%) of the Grading Activities during each of the three (3) years before the Grading Deadline, subject to Developer’s right to extend the Grading Deadline for up to six (6) successive one-month periods. Upon completion of the Grading Activities, including rough grading of building pads necessary for construction of improvements, and expiration of the Grading Deadline, Developer shall cause the Grading Systems to be removed and the Property to be reseeded with local vegetation in accordance with the Grading Plan and Area Plan revegetation standards.

2.3 **Exporting of Excess Dirt Material.** Using a system of conveyor belts and semi-trucks, Developer or its grading contractor may export and sell the excess dirt materials resulting from the Grading Activities. Export of all materials will be to Flight Park Road, in accordance with the Grading Plan. The approved route for the transportation of excess dirt materials from the Property is depicted on the attached

Exhibit C, and under no circumstances may Developer use any of the Community roads for such transportation of excess dirt materials. The approved route may only be modified by the City Council to address a health, safety or welfare issue identified by City and Developer. Developer or its grading contractor may not conduct any processing, sifting, or crushing operations on the Property but may conduct grading and loading activities in connection with the Grading Activities, as described in the Grading Plan.

2.4 **Other Procedures.** Developer agrees to require its grading contractor to perform Grading Activities during the hours of 7:30 a.m. and 7:30 p.m., Monday through Saturday. During the period that the Grading Activities are being conducted, Developer or its grading contractor shall cause a third party inspector to monitor the Grading Activities, and provide reports to City regarding compliance with the Grading Plan. Grading contractor or such third party inspector shall be responsible for: (i) monitoring and verifying that the Grading Activities are being conducted in a manner that minimizes air quality impacts, including implementation of fugitive dust control practices in accordance with the Grading Plan; (ii) erecting a 4'x4' sign located at the northern point of Grey Hawk Drive providing a phone number for area residents to call with concerns regarding blowing dust, which shall be promptly investigated; (iii) ensuring that Grading Activities are temporarily suspended in the event that sustained wind speeds exceed fifty (50) miles per hour for a period of thirty (30) minutes or more, as measured by grading contractor; (iv) providing weekly reports each Monday (or the following business day in the event of a holiday) at 5:00 p.m. to City, the draft form of which is attached hereto as **Exhibit D**; and (v) providing biannual reports to the Association (with copies to City, upon request) regarding air quality measurements and approximate quantities of excess dirt materials removed. Developer shall be responsible to comply with any state, local and federal dust mitigation laws. Developer further agrees to apply for and to comply with a Storm Water Pollution Prevention Plan and to have a water truck available and running as necessary to mitigate dust emanating from activities within the project, weather permitting.

ARTICLE 3

DENSITY TRANSFER

3.1 **Approval of Transfer of Density.** City approves Developer transferring a total of eighty (80) dwelling units of density from the M1 district (up to thirty (30) dwelling units of density) and L1 district (up to fifty (50) dwelling units of density) to the Commercial Highway District (the “**Approved Density Transfer**”), to accommodate future developments (the “**Future Development**”). The precise location, size and configuration of the Future Development shall be determined through future land use approvals by Developer but the density associated with the Approved Density Transfer is a vested right of Developer, any may be used (subject to Developer’s consent and approval) within the Commercial Highway District including, but not limited to, those areas depicted in the attached **Exhibit E**. City affirms that the Approved Density Transfer is consistent with the requirements of the Area Plan, as amended by the Area Plan Amendment. In connection herewith, the HOA Agreement shall provide that upon issuance of permanent certificates of occupancy for each density unit associated with the Approved Density Transfer, Developer shall pay to the Association a fee of \$300 per density unit so transferred.

ARTICLE 4

PUBLIC AMENITIES

4.1 **Trailhead Donation.** Upon Developer successfully obtaining a grading permit implementing the Grading Plan, Developer will donate to City the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) towards the construction of a new trailhead and mountain biking trail system within the Community on property owned by City.

4.2 **Trails.** Developer shall construct the two master planned trails located on the Property, and shown in the Area Plan, as part of the required public amenities. The trail along Grey Hawk Extension shall be included in the bonding requirements described in Section 7.1.2. The trail along Street B (as defined below) shall be included in the bonding requirements described in Section 7.1.3.

4.3 **Park Improvements.**

4.3.1 **Requirements.** Developer shall construct a private park on the Park Site, graded at a slope of three to four percent (3-4%) across eighty percent (80%) of the Park Site area, as depicted on the Area Plan Amendment (the “**Park**”). The Park shall include: (i) two open grass areas of approximately 28,000 square feet and 18,200 square feet; an eight inch (8”) detention basin, as further described in Section 6.2; (iii) a parking lot with ten (10) parking stalls, including one (1) ADA accessible stall, and eight (8) on-street parking stalls located adjacent to the Park on Grey Hawk Drive; (iv) a building containing restroom facilities and a drinking fountain, similar to that of Sunrise Summit Park (located at 2667 W Shady Hollow Lane, Lehi, Utah); (v) no less than three (3) benches; (vi) a thirty foot by thirty foot (30’ x 30’) pavilion with four (4) picnic tables; (vi) a playground structure similar to that of Eagle Summit Park (located at 5058 N Ravencrest Lane, Lehi, Utah); and (vii) landscaping including sixty (60) trees.

4.3.2 **Timing.** Upon Developer platting one-hundred percent (100%) of the single-family homes (as currently contemplated and shown on the Area Plan Amendment) located in the M1 district, Developer shall commence construction of the Park, and shall complete such construction in accordance with City requirements no later than the date when fifty percent (50%) of the single-family homes located in the M1 district have been constructed, as determined by issuance of permanent certificates of occupancy.

4.3.3 **Dedication.** In connection herewith, the HOA Agreement shall provide that Upon completion of construction of the Park, Developer shall dedicate and convey the Park Site to the Association, and thereafter the Association shall be responsible for the maintenance and upkeep of the Park.

ARTICLE 5

CHURCH SITE AND SCHOOL SITE

5.1 **Church Site.** Developer shall cause the grading contractor to grade a pad for the construction of a church on the Church Site, as depicted on the Area Plan Amendment. In the event that a church is not constructed on the Church Site within seven (7) years following expiration of the Grading Deadline, the Church Site shall be dedicated to City for use as a park or open space.

5.2 **School Site.** Developer shall cause the grading contractor to grade a pad for the construction of a public school on the School Site, as depicted on the Area Plan Amendment. In the event that a school is not constructed by Alpine School District on the School Site within ten (10) years following expiration of the Grading Deadline, then the School Site shall be dedicated to City for use as open space.

ARTICLE 6

UTILITIES AND INFRASTRUCTURE

6.1 **Utilities.** Excepting the Future Development, the City represents to Developer the sufficiency of existing utilities and municipal services for the proposed uses and densities described in this Agreement and the Area Plan Amendment. Subject to Developer's obligation to construct utilities systems sufficient for delivery of utility service, the City shall provide availability to all utilities and municipal services to the Project that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, sewer, police, fire, and other emergency services. Such utilities and municipal services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City. Developer shall be responsible for stubbing all utilities to the Church Site and the School Site, in connection with a sale or transfer of such sites to a church or school, as the case may be.

6.2 **Storm Water.** Concurrent with construction of the Park, Developer shall be responsible for the construction and installation of an eight-inch deep (8.0") storm water detention basin within the grass areas of the Park Site, sufficient to serve storm water run-off from the surrounding areas of the Property.

6.3 **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state laws, Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to City. The conduits, cable, lines, connections, and lateral connections shall remain the sole and exclusive property of Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to City. Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State law.

6.4 **Road Infrastructure.**

6.4.1 **Street B and Ravenscrest Lane Extension.** Developer shall provide evidence to City that it has obtained the consent of Perry Land Investments LLC ("**Perry**") to construct a public road and necessary public utility infrastructure through that certain parcel with a serial number of 11:013:0150 and connecting to the existing road known as Ravenscrest Lane to facilitate construction of a church on the Church Site and a school on the School Site ("**Street B**"). Developer shall have responsibility for constructing Street B, with the associated cost shared between Developer and Perry pursuant to separate agreement between such parties. Street B shall be a public road and have a grade limit of eight percent (8%) to allow for Alpine School District busses.

6.4.2 **Grey Hawk Drive Extension.** Concurrently with the construction of the Park, Developer shall construct a public road and necessary public utility infrastructure connecting the existing roads known as Grey Hawk Drive and Flight Park Road to provide access to the Park ("**Grey Hawk Extension**").

6.4.3 **Road Standards.** The roads in the Project shall be public roads, and shall be dedicated to City in final plats. Street B and Grey Hawk Extension shall be constructed in accordance with City standards and shall be maintained by City following completion.

ARTICLE 7

BONDING REQUIREMENTS

7.1 **Requirements.** City, through its engineering department, has reviewed the scope of improvements contemplated by this Agreement and the Area Plan Amendment, and has determined that a performance bond, letter of credit or other type of financial assurance is required to ensure (i) completion of the Grading Activities, (ii) construction of the Park and the Grey Hawk Extension, and (iii) completion of Street B, each as contemplated by the Area Plan Amendment.

7.1.1 **Grading.** Upon submission of the grading permit application, Developer shall provide evidence to City of a performance bond, letter of credit or other financial assurances, acceptable to City in its reasonable discretion, in the amount of \$[1,000,000] to assure completion of the Grading Activities.

7.1.2 **Park and Grey Hawk Extension.** Upon Developer submitting a final plat application for one-hundred percent (100%) of the single-family homes located in the M1 district (as currently contemplated and shown on the Area Plan Amendment), Developer shall provide evidence to City of a performance bond, letter of credit or other financial assurance, acceptable to City in its reasonable discretion, in an amount sufficient to ensure completion of the Park and Grey Hawk Extension, or Developer may complete the work in advance of posting any financial assurance and dedicate the same to City as to the Grey Hawk Extension and the Association as to the Park.

7.1.3 **Street B.** Upon City granting final plat approval for the units located in the L1 district (as currently contemplated and shown on the Area Plan Amendment), but no later than one (1) year after the Grading Deadline, Developer shall provide evidence to City of a performance bond, letter of credit or other financial assurance, acceptable to City in its reasonable discretion, in an amount sufficient to ensure completion of Street B, or Developer may complete the work in advance of posting any financial assurance and shall dedicate Street B to City.

7.1.4 **Release.** In each case, any performance bond, letter of credit or other financial assurance provided will be released incrementally on a monthly basis based on the amount of work completed, as verified by City through its engineering department and in accordance with Utah law, including Utah Code Annotated § 10-9a-604.5.

7.2 **No Other Fees.** Subject to Developer's payment of required inspection fees and impact fees, no other fees will be charged by City for the development of the Project as described in this Agreement other than the financial assurances described in Section 3.1, 7.1 and a fee of \$1,200 per year paid to the City for each year wherein Grading Activities occur, no improvement bonds, letters of credit or other financial assurances will be required in connection with future approvals in connection with development of the Project.

ARTICLE 8

BREACH AND CURE

8.1 **Breach.** Any material failure by either Party to perform any term or provision of this Agreement, which breach continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be

cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured breach or default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement.

8.2 **Acknowledgement of Cure.** Following a breaching Party's proper cure of a breach or claim of default, the Party claiming a cure shall notify the other Party of its statement that the alleged breach or default has been cured (the "**Cure Notice**"). The Party receiving a Cure Notice shall have five (5) business days to send a notice disputing that the breach or default has been cured. If a party receiving a Cure Notice fails to dispute the Cure Notice within the five business day period, the Party claiming the breach or default shall be deemed to have waived any claim that the cure described in the Cure Notice has not been effectuated.

ARTICLE 9

MISCELLANEOUS

9.1 **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

9.2 **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Developer's vested rights as set forth in this Agreement or in the Area Plan Amendment.

9.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and between the Parties that: (1) the Developer's Project is a private development; (2) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Area Plan Amendment and applicable law; and (3) City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership expressed or implied between them.

9.4 **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

9.5 **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

9.6 **Construction/Interpretation.** This Agreement shall be construed and interpreted in accordance with Utah law and facilitating the development of the Property. In the event of a conflict between the Area Plan and this Agreement or the Area Plan Amendment, the terms in this Agreement and the Area Plan Amendment shall control.

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

9.8 **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 of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

9.9 **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

9.10 **Remedies.** Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

9.11 **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

9.12 **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

9.13 **Representations.** Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

9.14 **No Third-Party Beneficiaries.** This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

9.15 **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“Force Majeure”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

9.16 **Notices.** Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Bert Wilson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:
Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:
TMTM LLC
Attn: Rob Clauson
3940 North Traverse Mt Blvd #200
Lehi, Utah 84043

With Copies to:
Wade R. Budge
Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

9.17 **Entire Agreement, Counterparts and Exhibits.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Legal Description of the Property

Exhibit B – Area Plan Amendment

Exhibit C – Map of Approved Routes

Exhibit D – Draft Form of Weekly Report

Exhibit E – Density Transfer Map

9.18 **Condition Precedent.** As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve the Area Plan Amendment. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the Area Plan Amendment.

[signatures and acknowledgements on following pages]

DRAFT

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the City as of the date and year first above written.

CITY:

LEHI CITY

By: Bert Wilson
Its: Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of __, 2017 by Bert Wilson, who executed the foregoing instrument in his capacity as the Lehi City Mayor and _____, who executed the foregoing instrument in her capacity as the Lehi City Recorder.

Notary Public

EXHIBIT A

Legal Description of the Property

Beginning at a point which is North 89°45'41" West along the section line 608.32 feet and North 2023 feet from the Southeast Corner of Section 24, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence N 55°36'53" W 15.19 feet; thence N 55°12'00" W 623.37 feet to a point of curvature with a non-tangent curve; thence along an arc 144.69 feet to the right, having a radius of 372.00 feet, the chord of which is S 50°35'22" W 143.78 feet; thence S 61°44'55" W 82.63 feet; thence N 0°30'58" E 403.38 feet; thence N 0°27'53" E 952.50 feet; thence S 86°24'28" E 400.22 feet; thence S 39°37'08" E 100.47 feet; thence N 43°28'45" E 41.80 feet; thence S 46°31'15" E 299.83 feet; thence S 30°42'57" E 212.94 feet; thence S 12°02'14" E 294.52 feet; thence S 89°47'11" E 214.66 feet; thence S 56°40'04" E 549.83 feet; thence N 70°35'27" E 312.05 feet; thence N 35°57'55" E 495.28 feet; thence N 12°36'29" E 375.19 feet; thence N 35°24'40" W 100.48 feet; thence N 37°25'28" E 445.91 feet; thence S 18°48'28" E 381.61 feet; thence S 9°48'18" W 623.37 feet; thence S 35°44'40" W 507.22 feet; thence S 0°05'31" W 533.50 feet; thence S 89°49'58" E 266.82 feet; thence S 17°50'29" E 277.78 feet; thence N 66°46'43" E 1130.55 feet to a point on Fieldstone Warranty Deed Entry No 76475:2016 on file at the Utah County Recorder's office; thence along said Warranty Deed the following three (3) calls: 1) S 58°15'57" E 99.31 feet; 2) S 31°43'56" W 32.56 feet; 3) S 66°46'43" W 1275.99 feet to a point on Perry Development Warranty Deed Entry No. 2456:2016 on file at the Utah County Recorder's office; thence along said warranty deed the following six (6) calls: 1) N 7°25'00" W 28.71 feet; 2) N 17°50'29" W 287.29 feet; 3) N 89°49'58" W 257.65 feet; 4) S 84°19'34" W 315.36 feet; 5) N 83°55'23" W 321.72 feet; 6) S 33°26'37" W 142.24 feet to a point on Rockwell Estates Subdivision Plat B on file at the Utah County Recorder's office; thence along said Subdivision plat the following six (6) calls: 1) N 35°56'00" W 63.31 feet; 2) N 54°55'34" W 677.71 feet to a point of curvature; 3) along an arc 2.45 feet to the right, having a radius of 15.00 feet, the chord of which is N 02°25'02" W 2.45 feet; 4) N 87°45'25" W 41.00 feet to a point of curvature; 5) along an arc 101.16 feet to the right, having a radius of 262.00 feet, the chord of which is S 13°19'01" W 100.53 feet; 6) S 24°22'36" W 60.02 feet to the point of beginning.

Area = 63.15 acres

EXHIBIT B

Area Plan Amendment

[attached]

EXHIBIT C

Map of Approved Routes



EXHIBIT D

Draft Form of Weekly Report



Week of: _____

Weekly Monitoring Report	S	M	T	W	T	F	S
Is the site in operation?							
Precipitation?							
Temp below 32° F?							
Water Truck on Site watering site?							
Dust Control Level? (Highest Level of day)							
Was there a wind event above 50 MPH for 30 continuous minutes?							
Did the operations stop because of wind event?							
Were any complaints logged?							
Was hauling with Trucks performed today?							
Employee (Initials)							

NOTES:

EXHIBIT E

Density Transfer Map

