

MILLCREEK, UTAH
ORDINANCE NO. 25-50

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR AN OWNER OCCUPIED EIGHTEEN-UNIT TOWNHOME RESIDENTIAL COMPLEX WITH RESPECT TO APPROXIMATELY 0.68 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1265 E VILLA VISTA AVENUE

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on December 8, 2025, to consider, among other things, an ordinance approving a development agreement for an owner occupied eighteen-unit townhome residential complex with respect to approximately 0.68 acres of real property located at approximately 1265 E Villa Vista Ave; and

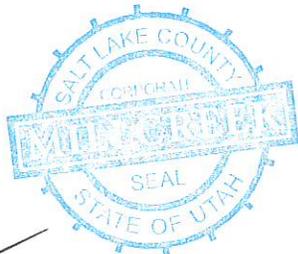
WHEREAS, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for the referenced property (“*Development Agreement*”); and

WHEREAS, the Council has reviewed the Development Agreement and hereby finds that it is in the best interests of both parties to enter into the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED that the Development Agreement is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

PASSED AND APPROVED by the Council the 8th day of December 2025.

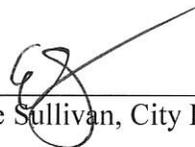


MILLCREEK



Cheri Jackson, Mayor

ATTEST:



Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Catten <i>excused</i>	<input type="radio"/> Yes	<input type="radio"/> No
DeSirant	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Handy	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Uipi	<input checked="" type="radio"/> Yes	<input type="radio"/> No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-50 AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A
DEVELOPMENT AGREEMENT FOR AN OWNER OCCUPIED, EIGHTEEN-UNIT
TOWNHOME RESIDENTIAL COMPLEX WITH RESPECT TO APPROXIMATELY 0.68
ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1265 E VILLA VISTA
AVE was adopted the 8th day of December 2025 and that a copy of the foregoing Ordinance 25-
50 was posted in accordance with Utah Code 10-3-711 this 9 day of December 2025.



Elyse Sullivan, City Recorder

When recorded, return to:

Millcreek
Attn: Mayor
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this 8TH-day of DECEMBER, 2025 (the “Effective Date”), by and between Gardner Alfandre Holdings, L.C., a Utah limited liability company (the “Developer”) and Millcreek City, a municipal corporation of the State of Utah (the “City”). The Developer and the City are sometimes referred to as the “Parties.”

RECITALS

WHEREAS, the Developer owns, or will own, approximately .68 acres of real property located at 1265 East Villa Vista in Millcreek, Utah, as more particularly described on Exhibit A attached hereto (the “Property”). The Parties desire that the Property be developed as eighteen (18) townhomes (the “Project”) in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is located in the Commercial “C” Zone (“CCOZ”), and

WHEREAS, the Developer has requested that the Property be rezoned (“Rezone”) from the CCOZ to the City Center Overlay Development Agreement Zone (“CCOZ-DA”); and

WHEREAS, the Developer intends to develop the Property consistent with certain design criteria as identified in Exhibit “B” and with the concept plans as shown in Exhibit “C”; and

WHEREAS, Developer hereby represents to the Millcreek Council that it is voluntarily entering into this Agreement; and

WHEREAS, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City’s General Plan and long-range development objectives, and which

addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City and Developer acknowledge and intend for the terms of this Agreement to be enforceable, and for the rights of the Developer to develop the Property only if the City Council, in its sole and absolute legislative discretion, approves the Rezone and this Agreement (as evidenced by the City's signature to this Agreement); and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for this Agreement except by written amendment to this Agreement executed and approved by the Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Anything in Section 2 notwithstanding, except as provided below, the Parties intend that this Agreement grants the Developer the vested right to develop the Project under the ordinances, policies, and standards of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that are in effect as of the Effective Date, as modified by the design criteria attached hereto as Exhibit B, the concept plan attached hereto as Exhibit C, and the provisions of this Agreement (the "Vested Laws").

3.1 **Exceptions.** The vesting, as specified above, is subject to the following exceptions:

3.1.1. State and Federal Compliance. The City's future laws, which are generally applicable to all properties in the City, and which are necessary to comply with State and Federal laws and regulations affecting the Project;

3.1.2 Codes. City development standards, engineering requirements, and supplemental specifications for Public Works, and any new editions or replacements thereof, and any City's future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

3.1.5 Impact Fees. Impact Fees or modifications thereto which are adopted and

imposed by the City in accordance with applicable law; and

3.1.6 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

3.2 Developer's Voluntary Submission to Future Laws. If the Developer provides express written notice of its intent to abide by the City's future laws/ordinances that are in place at the time when the Developer submits a development application, then such future laws/ordinances shall apply to such development application, without waiving the Developer's right to submit future development applications under the Vested Laws.

3.3 Timing and Rate of Development. The City acknowledges that as of the Effective Date, the Developer cannot predict if, when, or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside the control of the Developer, such as market orientation and demand, competition, availability of qualified laborers, and weather conditions. Nothing in this Agreement shall be construed to require the Developer to proceed with developing the Project or any portion thereof or any Phase, provided (a) once development has commenced, such development shall be in accordance with the terms of this Agreement; and (b) once vertical construction has commenced, such construction shall be completed in a commercially reasonable timeframe, subject to the provisions of Section 15 below.

3.4 Acquisition of Property. The rights and obligations of the Developer and the City

under this Agreement are conditioned on Developer acquiring the Property. If the Developer fails to acquire the Property, this Agreement shall automatically terminate.

4. **Compliance with City Ordinances and Standards.** The Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable Vested Laws, including the payment of fees and compliance with applicable City standards.

5. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit B.

6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder following the acquisition of the Property by Developer, shall be deemed to run with the Property, and shall encumber the same; and, subject to the provisions of Section 14 below, shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property. No breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person that acquires title to the Property, or any portions thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7. **Assignment.** This Agreement shall be binding upon any successors and assigns. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent; however, this restriction on assignment shall not prohibit or impede the sale by the Developer to any third party. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement, without the consent of the City but with notice to the City, to any person or entity that controls, is under common control with, or is controlling Developer. For purposes of this

paragraph, control exists in all cases in which the entity is a member of a controlled group of corporations as defined pursuant to section 1563 of the Internal Revenue Code.

8. **No Joint Venture, Partnership, or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

9. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by subsequent writing duly executed and approved by the parties hereto. The exhibits attached hereto are hereby incorporated into this Agreement.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom it is intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

Kensington Home Company
Attn: Matt Wilcox
650 S 500 W Suite 295
Salt Lake City, UT 84101

TO CITY:

Millcreek
Cheri Jackson, Mayor
1330 E Chambers Ave
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

11. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any litigation regarding this Agreement shall be

filed in the Third District Court in Salt Lake City, Utah, or in the United States District Court for the District of Utah in Salt Lake City, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement, and each Party waives any claims thereto. The sole remedy available to the Developer or assignee shall be specific performance. Notwithstanding such limitation, the City may withhold all further reviews, approvals, licenses, building permits, and/or other permits for the development of the Project in the case of a material default by Developer that remains uncured thirty (30) days after written notice of such default, unless Developer commences curing such default within such thirty (30) day period and diligently pursues such cure; provided, if the Council finds on the record in a public meeting that a default by the Developer materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a default would also impair a compelling, countervailing interest of the City, the City may immediately pursue the remedies after the public meeting which finds such material impairment of a compelling, countervailing interest of the City. The City shall give reasonable notice to the Developer of any public meeting at which an emergency default is to be considered, and the Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency default.

14. **Term of Agreement.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of twenty years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

16. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

17. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

18. **No Waiver.** The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed a subsequent waiver of the same right or any other right.

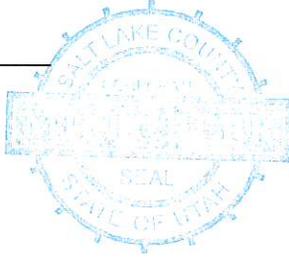
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

[SIGNATURES ON NEXT PAGE]

Millcreek

Cheri Jackson

Cheri Jackson, Mayor



ATTEST:

Elyse Sullivan

Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

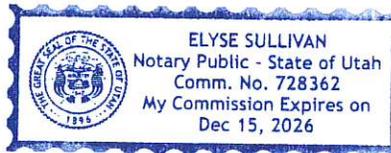
: ss

COUNTY OF SALT LAKE)

On the 9 day of December, 2025, personally appeared before me

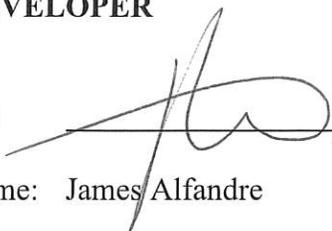
Cheri Jackson, who being by me duly sworn, did say that she is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

Elyse Sullivan
Notary



DEVELOPER

By: _____



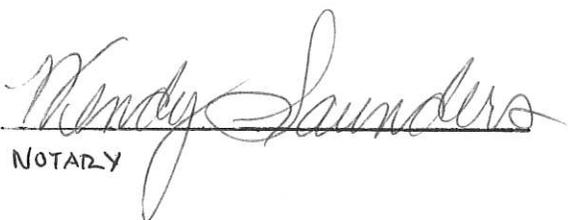
Name: James Alfandre

Title: President

OWNER/DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 5th day of December, 2025, personally appeared before me James Alfandre, who being by me duly sworn, did say that he is the President of Gardner Alfandre Holdings, L.C., and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.



NOTARY

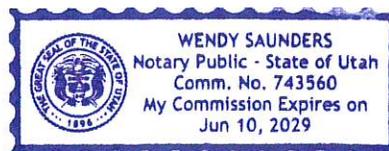


Exhibit A
(legal description)

Legal Description

Parcel 1:

Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severin Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South 87 1/2° West 61 feet, more or less, to the East line of Richmond Street; thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.

Tax I.D. 16-29-281-011-0000

Parcel 2:

Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severin Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6, thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Nels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severin Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.

Tax I.D. 16-29-281-012-0000

Parcel 3:

Commencing at a point 33 feet North and 399.6 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severin Nielsen by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North 87°30' East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.

Tax .ID 16-29-281-013-0000

Exhibit B
Design and Improvement Criteria

The Developer shall develop the Project consistent with the design and improvement criteria as identified below:

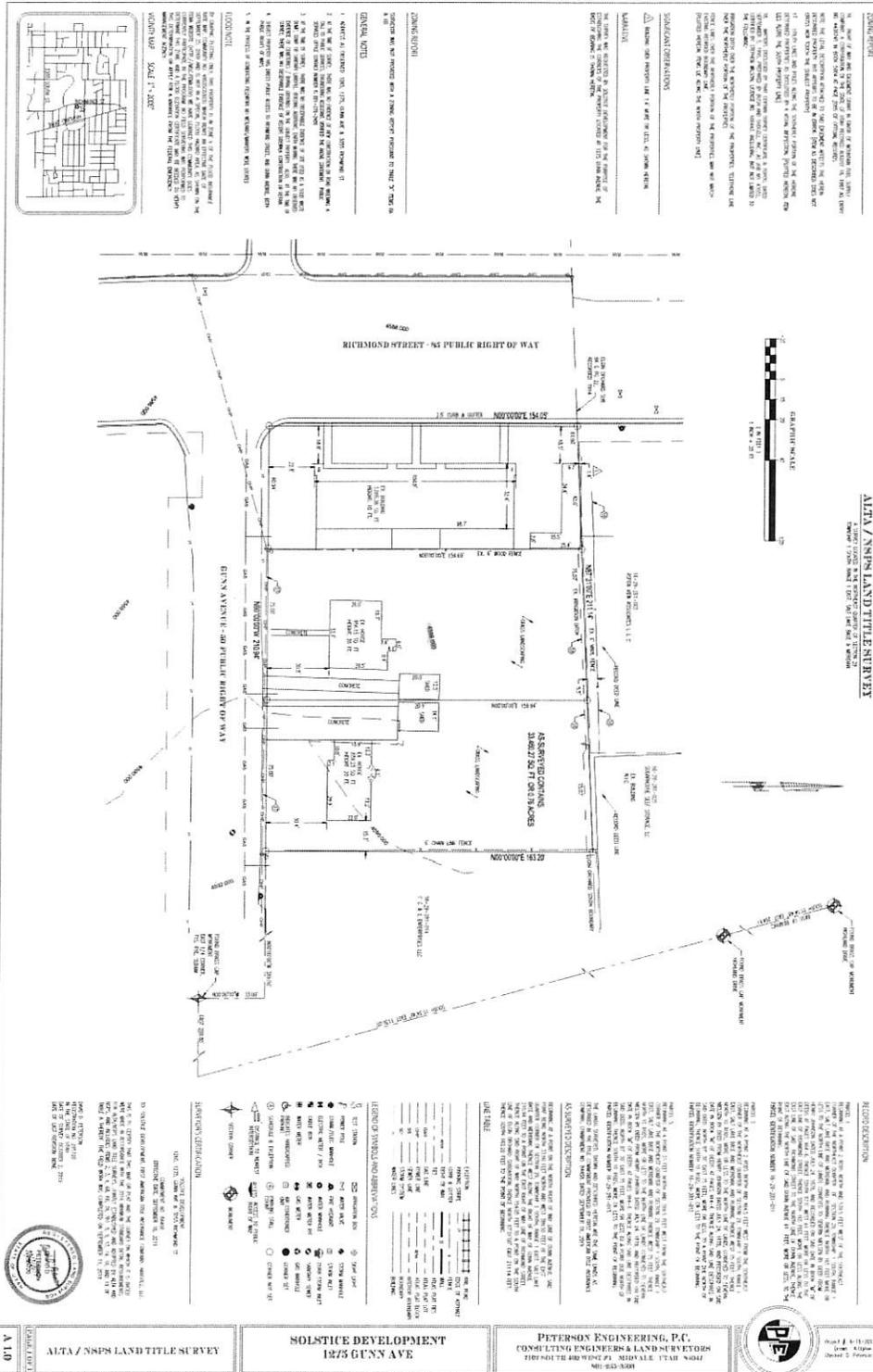
- 1) **Uses.** The project shall consist of eighteen (18) residential units within three (3) buildings, as depicted in Exhibit C.
 - a) Building One (South Building): Six (6) units. Four (4) Bedroom Townhomes.
 - b) Building Two (North Building): Six (6) units. Four (4) Bedroom Townhomes.
 - c) Building Three (East Building): Six (6) units. Three (3) Bedroom Townhomes.
- 2) **Commercial Requirements:** The commercial use shall feature Live/Work Units inside Building One and Building Two. Live/Work Units shall consist of a ground story that is limited to commercial uses that are allowed in the City Center Overlay Zone. The location of the commercial uses shall be arranged as depicted in the floorplans of Buildings One and Two, Exhibit C.
- 3) **Ownership.** Prior to the City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.
 - a) The Developer shall record a final subdivision plat within one year of the date of Site Plan/Conditional Use Permit approval to create individual lots for each of the eighteen (18) units.
 - b) To ensure owner occupancy, the Developer agrees to, concurrent with recording of a subdivision plat, record in the office of the Salt Lake County Recorder a declaration/deed restriction (“Declaration”) in the form attached hereto as Exhibit D on each of the eighteen (18) lots but shall release a Declaration on nine (9) of the lots upon notice as set forth in the Declaration.
- 4) **Height.** The height of the buildings shall be measured from the lowest elevation point of original grade (4,588 FT), as depicted in the attached ALTA/NSPS Land Title & Topography Survey, Exhibit C. Height shall be as depicted in Exhibit C.
 - a) **Building 1 & 2:** No higher than 45 feet.
 - b) **Building 3:** No higher than 47 feet.
- 5) **Setbacks.** The minimum building setbacks shall be according to the current City Center Overlay Zone (CCOZ), and as depicted in Exhibit C.
- 6) **Landscaping.** Landscaping shall comply with the requirements of MKZ 18.64 (Landscape standards) and the Millcreek City Center Urban Forestry Standard. Landscaping materials

shall include native or endemic groundcover. Turf grass is prohibited for use as a ground cover.

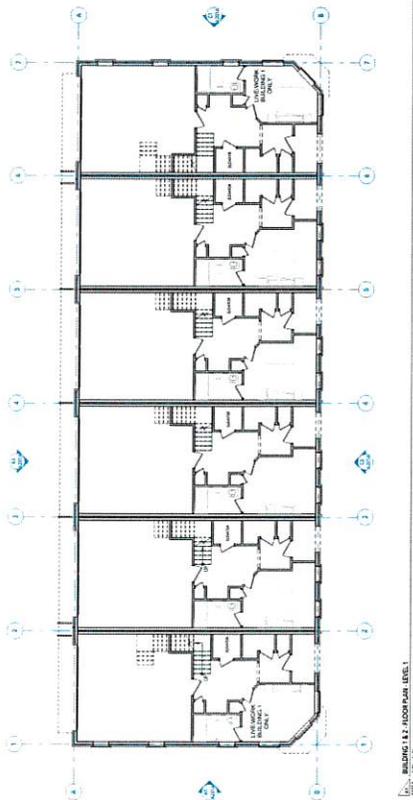
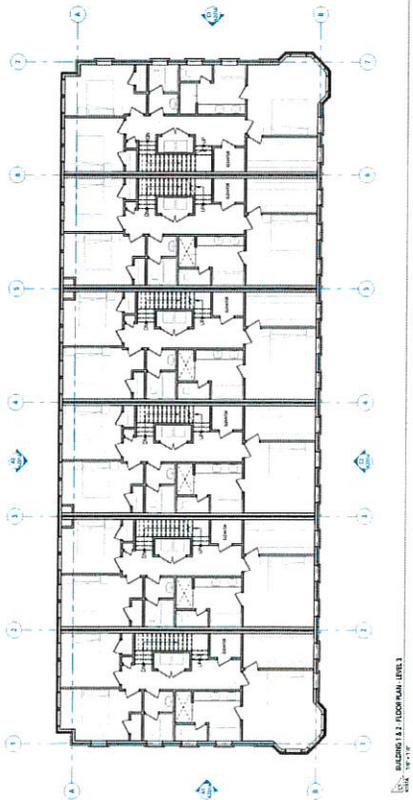
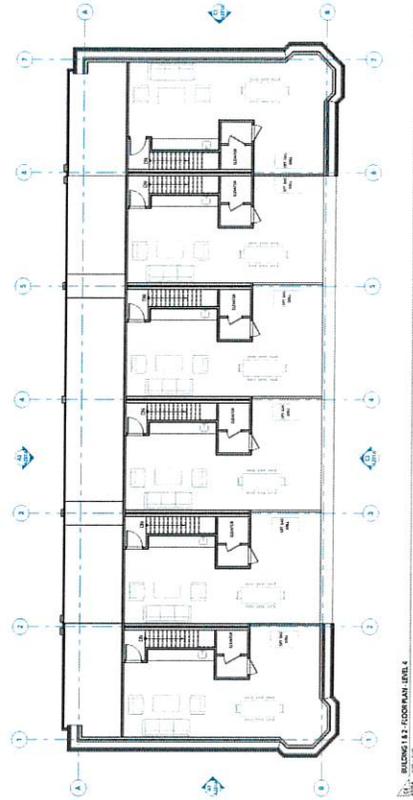
- 7) **Length:** All buildings shall not exceed 128 feet in length, as depicted in Exhibit C.
- 8) **Parking.** The Project shall have at least thirty-six (36) parking stalls, which shall be contained within the eighteen individual two-car garages (36). Additionally, as per the prescribed cross section for neighborhood streets, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ 18.47.060 (CCOZ Design Standards), the project will include seven (7) on street parking stalls and one (1) ADA parking stall, which will be dedicated to the City as part of the right-of-way.
- 9) **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the City Center Overlay Zone (CCOZ) ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit C.
- 10) **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting Villa Vista Avenue right-of-way. Additionally, The developer shall provide a five-foot (5') wide public easement parallel to and abutting Richmond St. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities).
- 11) **Streetscape and Dedication.** The streetscape along Villa Vista and Richmond shall be installed as depicted in Exhibit C, following the cross sections identified in Figure 18.47.7 and in Table 18.47-8 within MKZ 18.47.060 (CCOZ Design Standards).
- 12) **Ditch Agreement.** Irrigation improvements shall meet the requirements of the Lower Millcreek Canal Company.
- 13) **Restrictive Use Agreement.** The Developer shall cause the following language to be included in a declarations of covenants, conditions, and restrictions (CC&Rs) recorded against the Property at the time of recording a subdivision plat:
 - a) After the date upon which a unit is first sold to a consumer, such unit must be owner-occupied to the extent that the declaration/deed restriction requiring owner occupancy in favor of Millcreek City (the "Owner Occupancy Covenant") is in effect and applicable to that unit. Owner-occupied shall mean real estate that is both owned and is currently used as the then-current owner's primary residence. The then-current owner is not required to use the Property as its primary residence if:
 - i) The owner has a bona fide, temporary absence for activities such as military service, temporary job assignments, sabbaticals, or voluntary service;
 - ii) The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities, or dies;

- iii) The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property;
 - iv) The owner rents the Property to, or otherwise allows occupancy by, their children, stepchildren, parents, grandparents, or grandchildren;
 - v) The owner cannot sell the Property within one year for fair market value, which year shall begin upon listing of the Property in the Utah Multiple Listing Service ("MLS");
 - vi) The owner's employer has relocated the owner;
 - vii) The Property is occupied by an individual who has voting rights with respect to the entity that owns the Property and has at least 25% ownership of the entity; or
 - viii) The Property is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (i) a current resident of the Property or (ii) the parent, child, or sibling of a current resident of the Property.
- b) The foregoing owner occupancy restriction shall not apply to any unit that has been released from the Owner Occupancy Covenant, nor shall it apply after the expiration of the Owner Occupancy Covenant.

Exhibit C (Site plan and Elevations)



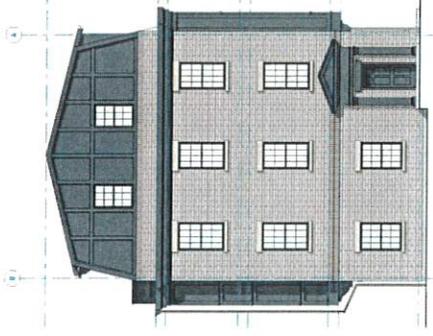
(ALTA/NSPS Land Title Survey)



(Building One & Two Floor Plans)

EAST ELEVATION EXTERIOR MATERIAL LEGEND

BRICK COURSE (1.00 FT. JCN)
 BRICK BAND (1.00 FT. JCN)
 BRICK (1.00 FT. JCN)
 ROOFING (1.00 FT. JCN)



BUILDING 3 EAST ELEVATION
 100' x 100'

SOUTH ELEVATION EXTERIOR MATERIAL LEGEND

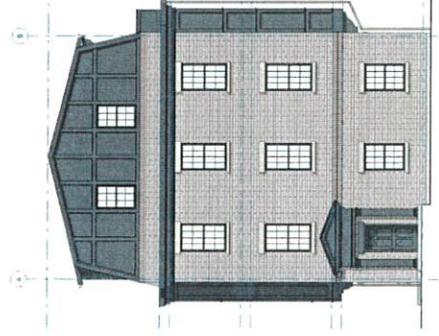
BRICK COURSE (1.00 FT. JCN)
 BRICK BAND (1.00 FT. JCN)
 BRICK (1.00 FT. JCN)
 ROOFING (1.00 FT. JCN)



BUILDING 3 SOUTH ELEVATION
 100' x 100'

WEST ELEVATION EXTERIOR MATERIAL LEGEND

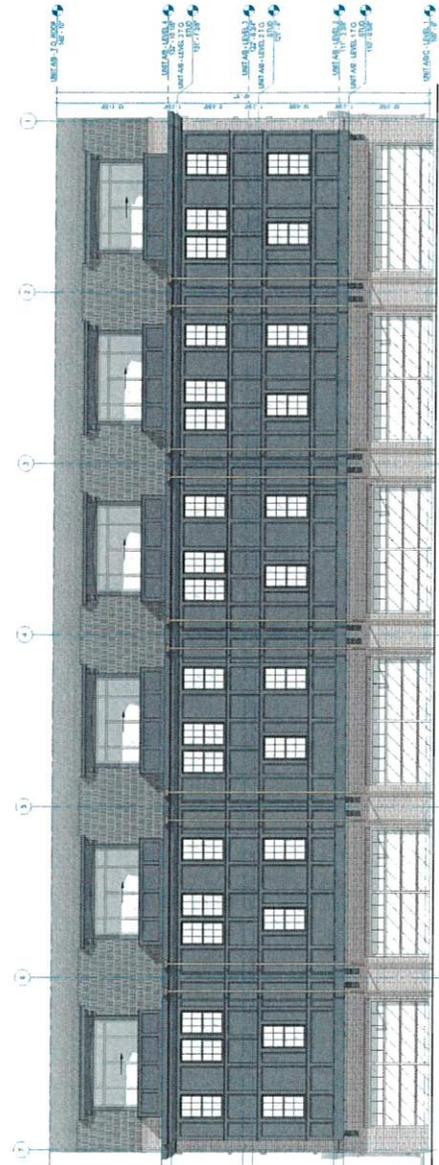
BRICK COURSE (1.00 FT. JCN)
 BRICK BAND (1.00 FT. JCN)
 BRICK (1.00 FT. JCN)
 ROOFING (1.00 FT. JCN)



BUILDING 3 WEST ELEVATION
 100' x 100'

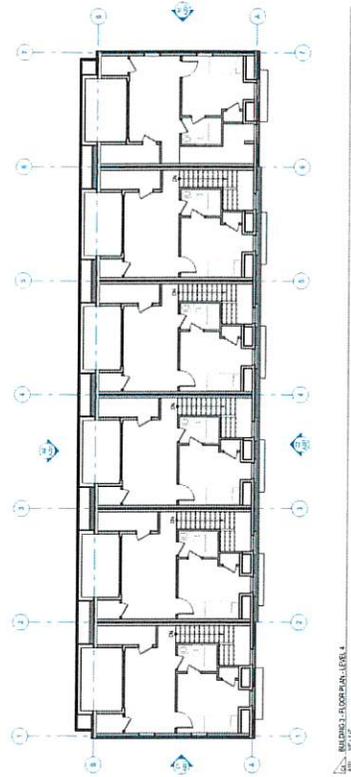
NORTH ELEVATION EXTERIOR MATERIAL LEGEND

BRICK COURSE (1.00 FT. JCN)
 BRICK BAND (1.00 FT. JCN)
 BRICK (1.00 FT. JCN)
 ROOFING (1.00 FT. JCN)



BUILDING 3 NORTH ELEVATION
 100' x 100'

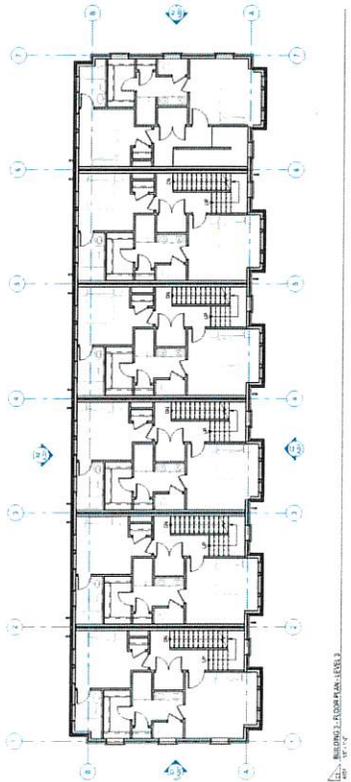
(Building Three Elevations)



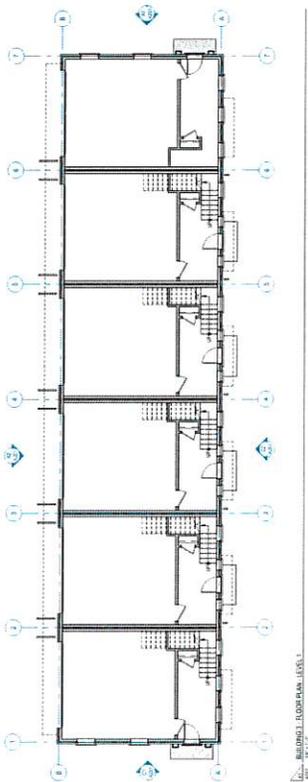
BUILDING 3 - CORRIDOR PLAN - LEVEL 4
10/1/12



BUILDING 3 - CORRIDOR PLAN - LEVEL 5
10/1/12



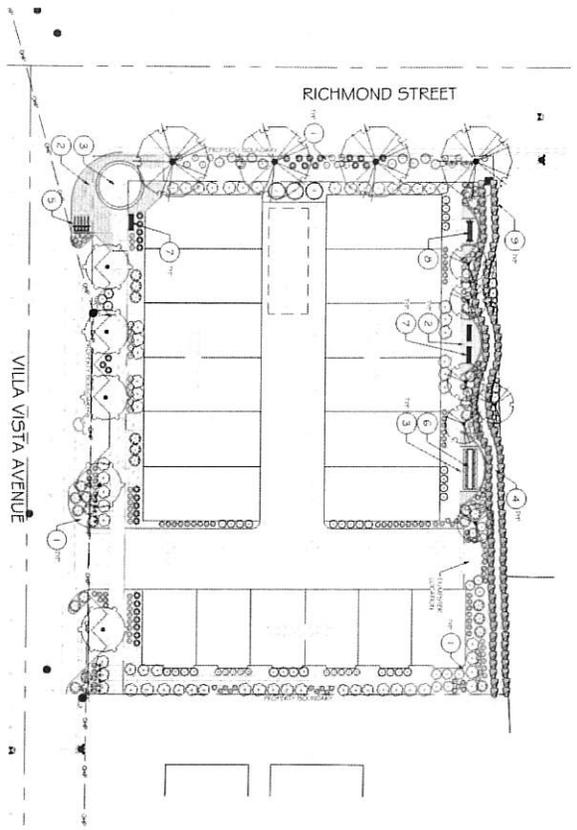
BUILDING 3 - CORRIDOR PLAN - LEVEL 6
10/1/12



BUILDING 3 - CORRIDOR PLAN - LEVEL 7
10/1/12

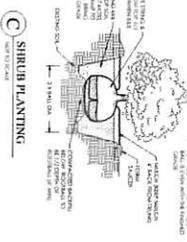
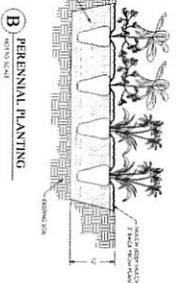
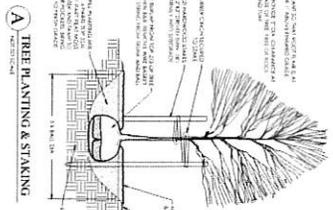
(Building Three Floor Plans)

(Landscape Plan)



LANDSCAPE NOTES

1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRRIGATION HANDBOOK AND THE IRRIGATION SCHEDULE. PLANTINGS SHALL BE INSTALLED AS PER THE SCHEDULE.
2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRRIGATION HANDBOOK AND THE IRRIGATION SCHEDULE. PLANTINGS SHALL BE INSTALLED AS PER THE SCHEDULE.
3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRRIGATION HANDBOOK AND THE IRRIGATION SCHEDULE. PLANTINGS SHALL BE INSTALLED AS PER THE SCHEDULE.
4. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IRRIGATION HANDBOOK AND THE IRRIGATION SCHEDULE. PLANTINGS SHALL BE INSTALLED AS PER THE SCHEDULE.



PLANT SCHEDULE VILLA VISTA RESIDENTIAL

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
1	AC	Acacia gumma	Parrotia Gum	1.5' Cal. 5'	5
2	CO	Carya ovata	White Oak	1.5' Cal. 4'	4
3	CO	Quercus macrocarpa	White Oak	1.5' Cal. 4'	4
SHRUBS					
4	SP	Spiraea x vanhouttei	Van Houttei Spirea	3' dia	3
5	SP	Spiraea x vanhouttei	Van Houttei Spirea	3' dia	3
6	SP	Spiraea x vanhouttei	Van Houttei Spirea	3' dia	3
7	SP	Spiraea x vanhouttei	Van Houttei Spirea	3' dia	3
8	SP	Spiraea x vanhouttei	Van Houttei Spirea	3' dia	3
9	SP	Spiraea x vanhouttei	Van Houttei Spirea	3' dia	3
PERENNIALS					
10	PA	Panicum polyanthemum	Polyanthemum Panicum	1.4' dia	20
11	PA	Panicum polyanthemum	Polyanthemum Panicum	1.4' dia	20
12	PA	Panicum polyanthemum	Polyanthemum Panicum	1.4' dia	20

REFERENCE NOTES SCHEDULE VILLA VISTA RESIDENTIAL

- 1. WOOD FLOORING
- 2. PAINTS
- 3. STAMPEDED CONCRETE
- 4. RECEPTION COURT
- 5. PAINT WORK
- 6. FENCE
- 7. BENCH
- 8. IRRIGATION CONTROL VALVE
- 9. SIGNAGE



Exhibit D
(Deed Restriction)

[SEE FOLLOWING PAGE]

WHEN RECORDED, RETURN TO:

Ari Bruening
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, UT 84111

(Space above for Recorder's use only.)

NOTICE AND DECLARATION OF DEED RESTRICTIONS

This Notice and Declaration of Deed Restrictions ("Declaration/Deed Restriction") is made by Gardner Alfandre Holdings, L.C. ("Property Owner") for the benefit of Millcreek ("City" and collectively the "Parties"). This Declaration/Deed Restriction is based on the following facts:

- A. Property Owner is the sole owner of record of that certain real property situated in the County of Salt Lake, State of Utah, located at 1265 E Villa Vista Avenue, that is more particularly described in the attached Exhibit "A." Such real property and all improvements, or any individual residence constructed thereon, are collectively called the "Property."
- B. Property Owner applied to the City to obtain a City Center Overlay Zone Development Agreement zone at the property allowing more flexibility in terms of Design Standards. The City agreed to grant the development agreement zone and allow increased deviations from certain design standards in consideration of this Deed Restriction.
- C. The Parties desire to enter into and record this Declaration/Deed Restriction to give notice of this Declaration/Deed Restriction to successors in interest and others who may obtain an interest in the Property or any portion thereof.
- D. Property Owner further desires by this Declaration/Deed Restriction to acknowledge that the City has the authority to enforce the restrictions declared herein as restrictions running with the land that shall bind Property Owner and all successors in interest to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. Following a sale of a residential unit constructed in a property to a third party, such residential unit must be owner-occupied. Owner-occupied shall mean real estate that is both owned and is currently used as the then-current owner's primary residence. The then-current owner is not required to use the Property as its primary residence if:
 - a. The owner has a bona fide, temporary absence of three years or less for activities such as temporary job assignments, sabbaticals, or voluntary service;
 - b. The owner has a bona fide, temporary absence for military service;

- c. The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities, or dies;
- d. The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property;
- e. The owner rents the Property to, or otherwise allows occupancy by, their children, stepchildren, parents, grandparents, or grandchildren;
- f. The owner cannot sell the Property within one year for fair market value, which year shall begin upon listing of the Property in the Utah Multiple Listing Service ("MLS") with fair market value being determined by a disinterested appraiser that is mutually acceptable to the City and to the owner of the unit;
- g. The owner's employer has relocated the owner;
- h. The Property is occupied by an individual who has voting rights with respect to the entity that owns the Property and has at least 25% ownership of the entity; or
- i. The Property is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (i) a current resident of the Property or (ii) the parent, child, or sibling of a current resident of the Property.

If there is any dispute about the foregoing, the matter shall be referred to the City's Land Use Hearing Officer. The owner shall have the burden of proceeding and proving that one of the above-claimed exceptions applies.

2. A failure to comply with the owner-occupancy requirement by an owner of a unit of the Property shall constitute a breach of this Declaration/Deed Restriction and shall be enforceable by the City at its option against such owner.
3. In the event of a breach of the covenants set forth in Section 1 above, **the City shall have the right, until the termination date set forth below, to purchase from the applicable owner that is violating Section 1 such owner's unit as set forth in this paragraph. The City may exercise its option to purchase the applicable unit only if the applicable owner is in violation of Section 1, the City has provided written notice to such owner that it is in violation of such Section, and such owner markets the unit for sale on the MLS. At the time of listing on the MLS, the seller shall send a notice to the City of such listing. Upon listing of the unit on the MLS, the City may exercise its option to purchase the Property by sending a written notice of election to purchase (a "Purchase Election") within one (1) year of such listing. If the City does not send a Purchase Election within one (1) year, the City shall be deemed to have declined to exercise its option to purchase. If the City exercises its purchase option by timely sending a Purchase Election, the City shall purchase the listed unit for a price equal to the fair market value of the unit as determined by a disinterested appraiser that is mutually acceptable to the City and to the owner of the unit. This transaction shall be closed on a date scheduled by the City,**

not later than 20 business days following the sending of the Purchase Election. The closing will be held in the offices of a title company mutually acceptable to the City and to the owner of the unit. The owner of the unit will execute and deliver all documents required by the title company to convey the title to Property to the City free and clear of all monetary liens. The City's option to purchase a unit shall terminate once the unit has been made subject to an executed purchase and sale agreement, but shall be reinstated if the purchase and sale agreement is terminated without the transfer of the unit, until one (1) year has passed from the initial listing on the MLS. Notwithstanding the foregoing, the City's option to purchase shall not be triggered, and no notice need be given, when the Property Owner first lists a unit for sale to the first third-party purchaser. The City's option to purchase hereunder shall not apply to a foreclosure sale, delivery of a deed in lieu of foreclosure, or other similar enforcement action by a third party lender.

4. The City is hereby designated as a beneficiary of this Declaration/Deed Restriction and shall have the right, but not the obligation, to enforce the provisions herein.
5. In the case of a violation of the owner-occupancy requirement that is finally determined to exist (including any final determination by a court having jurisdiction over the Property), all actual, reasonable out of pocket costs incurred to appropriately enforce these restrictions shall be paid by the then-current owner of the unit which has violated such owner-occupancy requirements.
6. Subject to the provisions of Section 7 below, this Declaration/Deed Restriction shall run with the land and be binding upon, and enforceable against, all heirs, assigns, future owners, and successors in interest to the Property. If the Property or any portions thereof is conveyed to any other person or entity, the instrument that conveys title or any interest in or to said Property, or any portion thereof, shall contain the owner-occupancy limitation pursuant to the terms of this Declaration/Deed Restriction. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, Declarant intends that these restrictions shall form an equitable servitude on the Property, be binding on Property Owner, to the extent Property Owner owns any portion of the Property, and successors in interest, and remain in effect during the term of this Declaration/Deed Restriction.

Notwithstanding the foregoing, the City agrees and shall be obligated to execute and record a release of this Declaration/Deed Restriction at the request of Property Owner or its assigns for up to nine (9) total units within the Property. Such obligation shall be triggered by a request to release made by the Property Owner or its agent or assigns by providing written notice (email is sufficient) to each of the following:

The City planning director
The City attorney
The City recorder

Such requests may be made for individual or multiple properties. After such request is delivered by email transmission, the City shall promptly prepare, execute, and record or deliver to the Property Owner a release of the Declaration/Deed Restriction no later than five (5) business days from delivery of the request. If after five (5) business days, the City has not delivered the release of the Declaration/Deed Restriction, this Declaration/Deed Restriction shall automatically terminate as to the property(ies) identified in the request to release and shall have no further force and effect, and the Property Owner may record a statement to such effect.

7. This Declaration/Deed Restriction shall encumber the Property for a period of five (5) years from the date this Deed Restriction is executed (the "Termination Date"). Upon the Termination Date, this Declaration/Deed Restriction shall automatically terminate without requiring any documentation, notice, or recording materials. The Parties shall promptly cooperate and sign the documents they deem necessary to terminate this Declaration/Deed Restriction.
8. The City and Property Owner do not by this Declaration/Deed Restriction in any way or for any purpose become partners or joint venturers.
9. The following provisions are also an integral part of this Declaration/Deed Restriction:
 - a. This Declaration/Deed Restriction shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. The provisions of this Declaration/Deed Restriction are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Declaration/Deed Restriction.
 - c. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Declaration/Deed Restriction.
 - d. This Declaration/Deed Restriction may not be modified except by an instrument in writing signed by the parties hereto.
 - e. This Declaration/Deed Restriction shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
 - f. If either party brings any action or proceedings regarding this Declaration/Deed Restriction, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without a suit, at trial, or on appeal.
 - g. Time is the essence of this Declaration/Deed Restriction.

This Notice and Declaration is effective on the date of its recording with the Salt Lake County Recorder.

[signature pages follow]

Gardner Alfandre Holdings, L.C.:

By: _____

Name: James Alfandre

Title: President

Notary Acknowledgement

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2025, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

MILLCREEK

By: _____
Signature

ATTEST:

Elyse Sullivan, City Recorder

Notary Acknowledgement

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2025, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

Exhibit A

LEGAL DESCRIPTION

Legal Description

Parcel 1:

Beginning at a point 2 rods North and 539.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 165 feet, more or less, to the North line of lands conveyed to Severn Nielsen by deed from Henry Johnson, dated July 24, 1878, and recorded on said date in Book "M" of Deeds, at Pages 964-6; thence South 87 1/2° West 61 feet, more or less, to the East line of Richmond Street; thence South 165 feet, more or less, along the East line of said Richmond Street to the North line of Gunn Avenue; thence East along the North line of said Gunn Avenue 61 feet, more or less, to the place of beginning.

Tax I.D. 16-29-281-011-0000

Parcel 2:

Commencing at a point 2 rods North and 464.5 feet West from the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence West 75 feet; thence North 10 rods, more or less, to the North line of lands conveyed to Severn Nielsen by Deed from Henry Johnson dated July 24, 1878 and recorded on said date in Book "M" of Deeds at Pages 964-6, thence along said line described in said Deed North 87 degrees 30 minutes East 75 feet to a point due North of beginning; thence South 10 rods, more or less, to the place of beginning.

Together with a right of way over the following:

Commencing at the Southwest corner of the Northwest Quarter of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian; and running thence East 14 rods, more or less, to the center line of County Road; thence North 15 degrees 30 minutes West 33.3 feet to a point due East of the Southeast Corner of lands decreed to Nels C. Nielsen by Decree of Distribution in the Matter of the Estate of Severn Nielsen, deceased, in the Third Judicial District Court of the State of Utah; thence West 76 rods to Salt Lake City Canal; thence South 41 degrees East to the East and West Quarter Section Line; thence East 61.75 rods to the place of beginning.

Tax I.D. 16-29-281-012-0000

Parcel 3:

Commencing at a point 33 feet North and 389.5 feet West of the Southeast Corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence West 75 feet; thence North 10 rods, more or less, to the North line of property conveyed to Severn Nielsen by Deed from Henry Johnson, recorded in the Office of the County Recorder of Salt Lake County, Utah in Book "M" of Deeds, Pages 964-6; thence along said line described in said deed, North 87°30' East 75 feet, more or less, to a point due North of Beginning; thence South 10 rods, more or less to the place of beginning.

Tax I.D. 16-29-281-013-0000