

## ANNEXATION AGREEMENT TO SERVICE AREA OF JORDAN VALLEY WATER CONSERVANCY DISTRICT

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made and entered into effective as of the 27 day of June, 2024 (the “**Effective Date**”), by and among JORDAN VALLEY WATER CONSERVANCY DISTRICT, a Utah special district (the “**District**”) and FOX LANDING, LLC, a Utah limited liability company (the “**Applicant**”). The District and the Applicant are, from time to time, hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

- A. The District delivers culinary water on a wholesale basis to Herriman City, (the “**Member Agency**”) under, and pursuant to the terms and conditions of, one or more water supply contracts between the District and the Member Agency (collectively, the “**Water Supply Contract**”).
- B. The Member Agency sells and distributes such delivered culinary water to retail water customers situated within the Member Agency’s municipal boundaries.
- C. The District’s boundaries are substantially coterminous with the collective boundaries of its member agencies, including the Member Agency, to which the District has contractual obligations to deliver water.
- D. The Applicant is a successor in interest to the property owner who, either individually or jointly with others (collectively referred to herein as the “**Annexation Applicants**”), has submitted to the Member Agency a petition to annex certain real property (collectively, the “**Annexation Area**”) into the Member Agency, which petition is either pending or has been completed. The Annexation Area is shown on attached Exhibit A.
- E. The Annexation Applicants have also submitted to the District a petition (the “**Annexation Petition**”) to annex the Annexation Area into the District for the purpose, among others, of qualifying the real property within the Annexation Area for culinary water service from the Member Agency with wholesale water provided by the District pursuant to the Water Supply Contract.
- F. The Applicant owns approximately 14.17 acres of the land within the Annexation Area, as more particularly described in Exhibit B attached hereto (the “**Applicant’s Property**”). Such land, together with all land owned by the other Annexation Applicants, if any, constitutes 100% of the land within the Annexation Area.
- G. Prudent and responsible management requires that the District carefully balance the District’s existing and anticipated future wholesale water delivery obligations to its member agencies, with the District’s finite existing and anticipated reliable future water



sources. In addition, District policies encourage water use practices designed to conserve water and reduce both water deliveries and water depletion in support of other beneficial uses of water, including preservation of the natural environment.

- H. The District, acting pursuant to its authority under Utah Code Annotated (UCA) §17B-1-401 *et seq.*, and UCA §17B-2a-1001 *et seq.*, in furtherance of promoting water conservation and development and its water resource planning policies, goals, objectives, resolutions, and regulations, has made certain determinations with respect to the proposed annexation, and in the exercise of its discretion has elected to approve the annexation of the Annexation Area, including the Applicant's Property, into the District, and the delivery of water to the Member Agency in support of the development of the Applicant's Property, subject to the express terms and conditions of this Agreement.
- I. The Applicant acknowledges and agrees that the availability of District water through the Member Agency's retail distribution system will provide certainty to the proposed development of the Applicant's Property, and that the terms and conditions of this Agreement are reasonable and necessary to assure the District's ability to provide such water to the Member Agency.
- J. The District's Board of Trustees authorized the execution of this Agreement on June 5, 2024.

**NOW, THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**SECTION 1. RECITALS**. The Recitals set forth above are incorporated herein as part of this Agreement.

**SECTION 2. PURPOSE OF AGREEMENT**. District policy requires that, prior to and as a condition of annexing new property into the District, the District must be assured of the maximum future water demand of such new property in order to assess and provide for the District's ability to meet such demand. The purpose of this Agreement is to identify the maximum annual volume of water<sup>1</sup> required to be supplied by the District to the Member Agency to serve the Applicant's Property following annexation, to confirm the availability of such maximum volume of water to meet such demand, to provide for the supplementation of the District's current water supply, if necessary, and to set forth the conditions upon which the District agrees to annex the Annexation Area and provide drinking water to the Member Agency to support development of the Applicant's Property.

**SECTION 3. CONDITIONS PRECEDENT**. The District and the Applicant agree, understand and acknowledge that this Agreement is made in conjunction with the annexation of the Annexation Area into the service boundaries of the District and that, but for this Agreement, the District would not be able to commit to providing water to the Member Agency in support of

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<sup>1</sup> Throughout this Agreement, references to a volume of water and water demand (such as for the Applicant's Water Budget, the Base Water Budget, Projected Demand, Excess Demand and any Augmented Water Budget) are expressed as annual amounts unless the context reasonably indicates otherwise.

development of the Applicant's Property.

**SECTION 4. TERM.** This Agreement shall become effective as of the Effective Date, and shall continue in full force and effect until certification by the District of Substantial Buildout (defined below) pursuant to Section 6.K, or, if the Applicant has requested Reconciliation (defined below) pursuant to Section 6.J, until completion of the Reconciliation process.

**SECTION 5. ANNEXATION.**

A. Criteria. Contemporaneous with the approval of this Agreement, the governing body of the District has made the following factual findings and determinations with respect to the Annexation Area:

1. The Annexation Area is located within the area identified by the District for anticipated annexation into the District's service area.
2. The Annexation Area is presently included within the boundaries of the Member Agency.
3. The Annexation Area is not located within the boundaries of a project area described in a project area plan adopted by the military installation development authority under UCA Title 63H, Chapter 1, Military Installation Development Authority Act.
4. The Annexation Area is not located within the boundaries of another special district that provides the same wholesale water service as the District.
5. Annexation of the Annexation Area into the District will not create or leave any islands or peninsulas of un-annexed property that will not receive retail water service from the Member Agency.
6. The Annexation Petition complies with UCA §17B-1-403(1)(a)(ii) to initiate the annexation process requiring owners of private real property located within the areas to be annexed covering at least 10% of the total private land area to be annexed sign the petition and that the land is equal in assessed value to at least 10% of the assessed value of all private land within the Annexation Area.
7. The Annexation Petition has been signed by owners of real property located within the Annexation Area covering at least 75% of the total private land areas within the entire Annexation Area and is equal in assessed value to at least 75% of the assessed value of all private real property within the Annexation Area.

B. Annexation Approval. Based on the foregoing findings and

determinations the District has, contemporaneously herewith, and pursuant to the Annexation Petition, and in accordance with the authority granted by statute, adopted a Resolution of Annexation annexing the Annexation Area into the District. The Applicant's Property shall be subject to the terms and conditions of this Agreement.

C. Other Charges. The Applicant understands and acknowledges that, by entering into this Agreement, the Applicant's Property will be benefitted by the availability of District water through the Member Agency, and the Applicant's Property shall be subject to any user fees imposed by, and applicable property and other taxes levied by, or for the benefit of, the District. The Applicant agrees to timely pay all such applicable user fees and property taxes.

**SECTION 6. WATER AVAILABILITY AND ALLOCATION OF WATER SUPPLY.**

A. Overview. Certain of the principal purposes of this Agreement are to (i) identify the volume of the Base Water Budget (defined below), available to meet water demand within the Applicant's Property, (ii) identify the Applicant's anticipated current and future water demand within the Applicant's Property, (iii) establish the ways and means by which the Applicant may augment the Base Water Budget to meet anticipated demand that exceeds the Base Water Budget, (iv) allocate the agreed upon water budget among the various water uses within the Applicant's Property, and (v) establish methods for ensuring that water usage within the Applicant's Property does not exceed Applicant's Water Budget (defined below). Completion of the foregoing allows the District to increase its delivery of water to the Member Agency in sufficient volumes to support development of the Applicant's Property.

B. Increased Water Supply.

1. Upon compliance by the Applicant with the terms of this Agreement, the District agrees to make available to the Member Agency, under either a supplement to the Member Agency's existing Water Supply Contract or under an additional Water Supply Contract, a specified volume of water for residential, commercial and industrial use required to support development of the Applicant's Property, which volume shall be determined as provided in this Agreement, and which shall be referred to herein as the "**Applicant's Water Budget.**"
2. This Agreement does not constitute or create an obligation on the part of the District to deliver water directly to the Applicant's Property. The District's sole obligation shall be to increase the amount of water to be made available to the Member Agency in an amount equal to the Applicant's Water Budget, and deliver such volume of water to the Member Agency in accordance with the terms of the supplemented Water Supply Contract or new agreement. Applicant understands and agrees that the Member Agency is solely responsible for the distribution to its customers, including the Applicant, of water supplied to it by the District, and the District does not represent, warrant or guarantee that the Applicant will receive the full amount of the Applicant's Water Budget.

C. Base Water Budget. The District has periodically conducted studies to evaluate its ability to meet potential water demand within its then current and projected future service area with its then current and anticipated future sources of reliable water supply. The most current of these District-wide studies projects that the District is able to supply a base level of 1.35 acre-feet of water for each acre of land within the District's current and projected future service area with a slope of 30 degrees or less (each a "**Developable Acre**"). Based on the calculation below, a "**Base Water Budget**" for the Applicant's Property is hereby established in the amount of nineteen (19) acre-feet.<sup>2</sup>

1. The Applicant has certified to the Member Agency and the District that the Applicant's Property includes 14.17 Developable Acres. The Base Water Budget for the Applicant's Property, rounded to the nearest whole number, is therefore 19 acre-feet of water (14.17 Developable Acres x 1.35 acre-feet = 19 acre-feet).

D. Projected Demand. The Applicant hereby certifies to the District that the total projected water demand for all uses within the Applicant's Property, based on existing or anticipated zoning, land use plans and related existing or anticipated development agreements with the Member Agency (the "**Projected Demand**"), is 23.5 acre-feet of water. The Applicant's calculations of Projected Demand are set forth in Exhibit C attached hereto.<sup>3</sup> The Projected Demand includes (i) all water uses by all water users within the Applicant's Property, including indoor and outdoor uses for parks, schools, and churches, and (ii) water from all sources, including but not limited to the District. Such calculations have been prepared by the Applicant's engineer, and are based on, among other things, the Member Agency's system-wide minimum sizing standards established for the Member Agency by the Utah Division of Drinking Water pursuant to UCA §19-4-114 or other standards acceptable to the Division of Water Drinking Water.

E. Excess Demand/Surplus. Based on the Base Water Budget of 19 acre-feet, and the Applicant's Projected Demand of 23.5 acre-feet, there exists in connection with the Applicant's Property:

[ X ] A water deficit, or excess Projected Demand over the Base Water Budget (an "**Excess Demand**"), of four and one-half (4.5) acre-feet of water; or

[ N/A ] A water surplus, or excess of Base Water Budget over Projected Demand ("**Surplus**"), of   --   acre-feet of water.

F. Balancing of Supply and Demand. Annexation was approved by the District on the condition that any Excess Demand be eliminated through one or more of the measures set forth in this Agreement. Accordingly, if an Excess Demand exists, the Applicant agrees to one

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<sup>2</sup> The Base Water Budget reflects water that the District is able to make available to the Member Agency for delivery to the Applicant's Property without any payment or compensation from the Applicant to the District at the time this Agreement is entered into.

<sup>3</sup> Projected Demand has been rounded to the nearest half number.

or more of the measures set forth below, as indicated. The calculations demonstrating the elimination of any Excess Demand are set forth on Exhibit D attached hereto.

[ N/A ] 1. Augmented Water Budget. The Applicant hereby agrees to meet the 40% Limitation and Return Flow requirements described below, in exchange for which the District agrees to approve an augmented budget (the “**Augmented Water Budget**”) that supplements the Base Budget of 1.35 acre-feet per Developable Acre by an additional .15 acre-foot per Developable Acre. Upon approval of the Augmented Water Budget, the District shall recalculate the Excess Demand as described in Exhibit D attached hereto.

- a. In addition to complying with the Water Efficiency Standards (defined below) no more than 40% of all water used within the Applicant’s Property, regardless of the water source, will be used outdoors on and after Substantial Buildout (defined below). Based on projected density, no more than N/A acre feet of water will be used for outdoor irrigation on and after Substantial Buildout. The Applicant agrees to install meters measuring all outdoor water use as required by the Member Agency and to provide a report to District, no less frequently than annually, describing, since the prior report was made:
  - i. the number of acre-feet of water devoted to outdoor use on lands within the Applicant’s Property;
  - ii. the number of acres of land developed with lawn and irrigated by above ground spray irrigation; and
  - iii. the number of acres of land developed with planter beds and irrigated by drip irrigation.
- b. Applicant acknowledges and agrees that, as a condition of Applicant receiving the augmentation described in this paragraph F.1., the District requires Member Agency, by separate agreement with the District, to agree that all return flows entering the public sewer system from the Applicant’s Property belong to the District, and the District is solely entitled to control the disposition and use of such return flows. Should the Member Agency decline to enter into such an agreement, the Augmented Water Budget will not be effective and the Applicant’s Water Budget shall revert to the Base Water Budget, with a recalculation of the Excess Demand, and the requirement for the Applicant to adopt and implement one or more of the remedies described in paragraphs F.2., F.3., or F.4.
- c. The additional 0.15 acre-feet of water per acre described in this paragraph F.1. is available only so long as the Applicant complies

with subparagraphs F.1.a. and F.1.b. Uncured non-compliance shall result in reversion to the Base Water Budget, recalculation of the Excess Demand, and the requirement for the Applicant to adopt and implement one or more of the remedies described in paragraphs F.2., F.3., or F.4.

[ X ] 2. Applicant to Provide Additional Water Rights.

- a. The Applicant agrees to convey to the District the water rights, and/or shares in mutual irrigation companies described in Exhibit E, attached hereto. The water rights and/or water shares to be conveyed to the District have been preliminarily approved by the District.
- b. Acceptance by the District of such water rights and/or water shares may be conditioned upon, at the determination of the District, the issuance of all required approvals by the Utah State Engineer and the mutual irrigation companies issuing the shares, including any required change applications, in amounts and upon conditions acceptable to the District. Such a condition, if required, shall be communicated to the Applicant by the District in writing within 30 days after the ownership of the water rights or shares have been updated to the District's name. The Applicant shall then be granted a credit against the Excess Demand in the amount of the diversion volume approved by the State Engineer.
- c. For each water right or water share conveyed to the District, the Applicant shall provide to the District an affidavit of beneficial use, in form and substance satisfactory to the District.
- d. Water Rights shall be conveyed to the District by warranty deed together with a water rights deed addendum and, at the discretion of the District, a policy of title insurance insuring valid and marketable title in the name of the District.
- e. Water shares shall be conveyed to the District by delivering the original share certificate, duly endorsed for transfer to the District, together with an Assignment and Bill of Sale, in form and substance acceptable to the District, that includes language warranting title.
- f. The District will not make additional water available to the Member Agency under this subparagraph F.2. and credits under this subparagraph F.2. against the Excess Demand shall not be recognized, until any required approvals have been issued and the water rights and shares have been duly conveyed to the District.

[ N/A ] 3. Secondary Sources. If secondary, non-culinary water service is available within the Applicant's Property from sources that are not provided by the District to the Member Agency, the Applicant shall obtain or arrange for such secondary water service to meet the needs of outdoor water use within the Applicant's Property. The volume of secondary water to be delivered to the Applicant's Property under the Applicant's contractual arrangement shall be credited to the Excess Demand, as shown on Exhibit D, attached hereto, so long as such contract remains in force and effect and secondary water is available to be delivered to the Applicant's Property. Applicant agrees to install meters that measure all secondary water use within the Applicant's Property. The contract between the Applicant and the secondary water provider shall require such provider to report such metered water usage to the District no less frequently than annually during the term of such contract, and the District shall be specifically referenced as a third-party beneficiary of such obligation.

[ N/A ] 4. Applicant to Pay In Lieu of Water Development Charge. If, after the implementation of subparagraphs 1, 2 and 3 above, any Excess Demand still remains, the Applicant shall pay to the District an in lieu of water development charge for each acre-foot of any remaining Excess Demand. The in lieu of water development charge shall be assessed at the District's rate calculated at the time the payment is made. The in lieu of water development charge in effect on the Effective Date of this Agreement is \$ N/A per acre-foot. The total in lieu of water development charge under this subparagraph is set forth on Exhibit D, attached hereto, and is due and payable within 60 days after the Effective Date of this Agreement.

G. Establishment of Applicant's Water Budget. After eliminating the Excess Demand in the manner provided for above, the District and the Applicant shall complete Exhibit D, on which the Parties shall set forth the final Applicant's Water Budget for the Applicant's Property, and the manner in which the same was calculated.

#### H. Water Use Evaluations.

1. Periodic Reporting. In accordance with the Water Supply Agreement, the District receives, or will receive, reports from the Member Agency detailing the total water usage from all sources delivered by the Member Agency within the Applicant's Property. Applicant acknowledges and agrees that the District will use these reports to determine if the actual and projected use of water on Applicant's Property exceeds, or is projected to exceed, the Applicant's Water Budget.
2. Periodic Evaluation. The District shall, on a regular basis, but not less frequently than once every three (3) years prior to Substantial Buildout (as defined below), and with the participation and assistance of the Applicant



and the reports from the Member Agency, conduct an evaluation of water usage<sup>4</sup> within the Applicant's Property (each an "**Evaluation**"), for the purpose, among others, of determining:

- a. Whether the use of water within the Applicant's Property for current and projected future development is consistent with the terms and projections of this Agreement, including the Applicant's Water Budget and the Projected Demand;
  - b. Whether the Unallocated Budget is sufficient to provide for the remainder of the project within the Applicant's Property; and
  - c. The effect, if any, on the Projected Demand, of any proposed or adopted changes to the Member Agency's development approvals for the Applicant's Property.
3. Compliance Plan. If an Evaluation demonstrates, in the reasonable determination of the District, that water use within the Applicant's Property exceeds, or is projected to exceed, the Applicant's Water Budget, the Applicant shall prepare a plan (a "**Compliance Plan**"), for review and approval by the District, demonstrating how the current and future projected water use imbalance will be corrected. Such plan shall be and become binding on the Applicant.
- a. A Compliance Plan may, at the election of the Applicant and with the approval of the District, include one or more of the measures described in Section 6.F. above, and may include such other actions as the Parties may mutually agree upon to address the difference between actual and projected water use and the Applicant's Water Budget. At the election of the Applicant, or as required by the District if other solutions are unavailing, the District shall reduce the remaining unallocated Applicant's Water Budget (the "**Unallocated Budget**") available to support development in those portions of the Applicant's Property for which a Development Plat has not been filed (the "**Undeveloped Property**"), as part of the Compliance Plan.
  - b. Nothing in this paragraph shall commit or obligate the District to accept or agree to a proposal or Compliance Plan that requires the District to increase the Applicant's Water Budget. An increase in the Applicant's Water Budget shall be within the sole discretion of the District, taking into account the availability of additional water sources, the reliability of such sources, the District's water

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<sup>4</sup> For purposes of calculating water usage under this paragraph, and paragraph J relating to Reconciliation, water usage shall include all metered deliveries, plus water delivery losses, as reasonably determined by the District in consultation with the Member Agency as provided in the Water Purchase Agreement.

treatment, storage and delivery capacity, other than current and anticipated future commitments, then current District policies, and other factors the District deems relevant. In the exercise of such discretion, the District will not thereby incur or be subject to any liability, obligation, penalty, or consequence of any kind to the Applicant or a 3<sup>rd</sup> party.

c. If a Compliance Plan is required by this paragraph and has not been approved by the District at any time after Substantial Buildout, the District may:

- i. Request that Member Agency refuse to issue additional building permits until a Compliance Plan is approved; or
- ii. Seek a judicial remedy, including but not limited to equitable relief, that will not be opposed by Applicant, to halt the commencement of additional new construction until a Compliance Plan is approved.

4. 40% Limitation. If an Augmented Water Budget has been approved that incorporates the provisions of subparagraph F.1. and an Evaluation reasonably demonstrates that outdoor use of water does, or is expected to, exceed 40% of the total water delivered to the Applicant's Property, the Applicant shall prepare a Compliance Plan, for review and approval by the District, demonstrating how current and future outdoor water use will be modified so that not more than 40% of the total water deliveries to the Applicant's Property are used for outdoor purposes.

I. Changes to Development Plans. If, at any time during the term of this Agreement, the Applicant desires to change the density or other characteristics of the development proposed for the Applicant's Property that would increase or decrease Projected Demand, or if the Applicant desires to change the Projected Demand for other reasons, the Applicant shall provide written notice of such proposed change to the District prior to, or at the same time, as the submission of such change to the Member Agency. Such notice shall calculate the anticipated change in Projected Demand, occasioned by the change in development plans. If the District reasonably concludes that such changes will result in a change in the Applicant's Water Budget, and subject to subparagraph H.3.b. of this Section, the District shall recalculate Projected Demand and Excess Demand, as applicable. If the recalculation results in an increase in Excess Demand, the District and the Applicant shall work together to eliminate such increase Demand in the manner set forth in paragraph 6.F.

J. Reconciliation. If Substantial Buildout occurs within fifteen (15) years after the Effective Date the District shall, at the written request of the Applicant<sup>5</sup> delivered to the District

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<sup>5</sup> The right of Reconciliation does not automatically pass to a successor or assign of the Applicant. The Applicant may assign its right to Reconciliation to a successor in interest, but only if it does so in writing and provides a copy of such writing to the District within 90 days after making the assignment.

within six (6) months after Substantial Buildout, commence an Evaluation of water usage within the Applicant's Property over a period of five (5) years, beginning on the date of receipt of the written request (the "**Reconciliation Period**"). At the end of the Reconciliation Period, the District shall compare the average annual water use within the Applicant's Property during the Reconciliation Period, together with projected water use to complete buildout (the "**Actual Use**"), with the Applicant's Water Budget. If the Applicant's Water Budget exceeds the Actual Use by 20% or more, and if the Applicant has conveyed water rights or shares to the District or paid an in lieu of water development charge pursuant to paragraphs 6.F.2. or 6.F.4., the Applicant may be reimbursed for a portion of such water rights, shares or development charge, as provided below.

1. Water Credits. If the Applicant has conveyed water rights or shares to the District, the District shall grant to the Applicant water credits ("**Water Credits**"), in an amount equal to the Reconciliation Excess (defined below). The Water Credits may be used by the Applicant to satisfy water right delivery obligations of the Applicant to the District in connection with agreements similar to this Agreement anywhere within the District's service area or they may be transferred to another person with a project within the District's service area who has an agreement similar to this Agreement; provided that such Water Credits must be so used within a period of ten (10) years after the date of issuance. If any Water Credits are not used within such ten (10) year period, they shall expire, without compensation to the Applicant or any transferee of the Applicant.
2. Cash Refund. If the Applicant actually paid a water development charge to the District, a portion of such water development charge, without interest, shall be refunded to the Applicant in proportion to the Reconciliation Excess. For purposes of this paragraph J, the "Reconciliation Excess" shall be that portion of the Applicant's Property Water Allocation that exceeds the Actual Use by more than 20%. By way of example, if the Applicant's Property Water Allocation is 1,000 acre-feet of water, and the Actual Use is 750 acre-feet, the Reconciliation Excess shall be 100 acre-feet ( $750 \times 1.20 = 900$ ;  $1,000 - 900 = 100$ ).
3. 15-Year Limit. If Substantial Buildout does not occur within fifteen (15) years after the Effective Date, no reconciliation shall be performed, and no credits or refunds shall be due under this paragraph J.

K. Substantial Buildout. For all purposes of this Agreement, "**Substantial Buildout**" shall mean that point in time when all of the following have been completed: (i) one or more Development Plats have been recorded covering all of Applicant's Property, (ii) construction of the improvements on 90% of the land designated in the Development Plats for the construction of improvements has been completed in accordance with the development plans approved by the Member Agency, and (iii) occupancy permits have been issued for buildings or structures on at least 90% of the lots or parcels shown in the Development Plats. When the Applicant desires that the District certify the achievement of Substantial Buildout, the Applicant shall so notify the District in writing, which notice shall include all information necessary for the District, together with the

assistance of the Member Agency, to verify that Substantial Buildout has occurred. Substantial Buildout shall be deemed to occur effective as of the date on which the District formally certifies the same, based on the Applicant's submittals and the assistance of the Member Agency.

L. Treatment of Surplus. If paragraph 6.E. shows Surplus water associated with this Agreement, Applicant is not entitled to claim the use of such Surplus within the Applicant's Property or elsewhere and there is no credit, payment, reward, or other incentive due to the Applicant from the District.

**SECTION 7. APPLICANT'S ADDITIONAL OBLIGATIONS TO DISTRICT.** The District's obligation to make water available to the Member Agency under Section 6 in the amount of the Applicant's Water Budget is subject to the Applicant's continued compliance with the following conditions:

A. Adherence to Development Agreement. The Applicant shall plan, design and construct all development within the Applicant's Property in accordance with any development agreement with the Member Agency and in a manner that ensures:

1. The total amount of water use within or provided to the Applicant's Property for all purposes, including water lost to leaks or other non-metered deliveries and for both indoor and outdoor use, will not exceed the Applicant's Water Budget.
2. If the Applicant has an Augmented Water Budget that incorporates the provisions of Section 6.F.1., the volume of water delivered to the Applicant's Property from all sources used for outdoor use on an annual basis does not exceed N/A acre-feet.

B. Meters. Water meters shall be installed for all water delivered by the Member Agency for use within the Applicant's Property. If required by the Member Agency, separate water meters shall be installed for indoor and outdoor use.

C. Water Efficiency Standards. The Applicant agrees to comply with the District's then adopted outdoor water efficiency standards in effect at the time new landscaping is installed on the Applicant's Property. The District's current water efficiency standards are attached hereto as Exhibit F. Notwithstanding the foregoing, any new construction within the Applicant's Property shall comply with the more restrictive of (i) the District's water efficiency standards, (ii) the Applicant's commitments under this Agreement with respect to an approved Augmented Water Budget, or (iii) all applicable Member Agency ordinances, rules and regulations, and applicable state law, as the same may change from time to time. The forgoing commitments apply to all water used within the Applicant's Property, regardless of source.

1. If the District's water efficiency standards expressly conflict with the landscaping standards adopted by the Member Agency, an Applicant may install landscaping in accordance with the Member Agency's standards, provided that the amount of water required to be delivered to the

landscaped area and consumed by such landscaping after application of the water to the landscaped area may not exceed the lesser of the amounts:

- a. described in this Agreement; or
  - b. that would have been delivered or consumed using the District's then adopted water efficiency standards.
2. If the Applicant believes that the District's water efficiency standards expressly conflict with standards adopted by the Member Agency, the Applicant shall provide written notification of the conflict to the District. The District will work with the Member Agency to determine whether an express conflict exists and how to best address the conflict.

The water efficiency standards include an exemption from the amount of lawn allowed in commercial, industrial and institutional settings if the lawn is used as part of an active recreation area. Whether a particular portion of landscaping qualifies as an active recreation area will be determined by the Member Agency or, for the portion of the Applicant's Property owned by Jordan School District at the time of development, by the school district. Any decision that landscaping does or does not qualify as an active recreation area does not change the amount of water available for outdoor use, the Applicant's Water Budget or the Projected Demand associated with such land, all as described and defined in this Agreement.

#### **SECTION 8. MANAGEMENT OF APPLICANT'S WATER BUDGET.**

A. Spreadsheet. The District shall establish and maintain a spreadsheet, in substantially the form attached hereto as Exhibit G (the "**Spreadsheet**"), by which the District shall track and monitor the allocation and use of the Applicant's Water Budget from the Effective Date through Substantial Buildout. Each allocation or "expenditure" of the Applicant's Water Budget shall be registered on the Spreadsheet, which shall at all times reflect the remaining Unallocated Budget.

B. Development Plats. At the time any portion of the Applicant's Property is subdivided, Applicant shall include on the subdivision plat (each a "**Development Plat**") a table showing the amount of water that is allowed for outdoor use for each lot or parcel shown on the Development Plat.

1. The Allocation Representative (defined below), shall, in connection with Applicant's submission of a preliminary Development Plat to the Member Agency for approval (i) deliver to the Member Agency and the District the proposed outdoor water use table, and (ii) prepare and deliver to the District a calculation of the portion of the Applicant's Water Budget to be allocated to the portion of the Applicant's Property covered by the Development Plat, including water for both indoor and outdoor use.

2. If a Development Plat is recorded without an outdoor use table, Applicant hereby authorizes District to record a document with the Salt Lake County Recorder's office against the land included in the Development Plat that includes an outdoor water use table based on the information available to the District at the time the recording is made.
3. Upon recordation of each Development Plat, the District shall register the respective allocation of the Applicant's Water Budget on the Spreadsheet, based upon the information provided to the District pursuant to subparagraph B.1 above or, if such information has not been provided to the District, based upon the best information available to the District.

C. Additional Notations. The following shall also be registered on the Spreadsheet:

1. Any assignment of a portion of the Applicant's Water Budget pursuant to Section 9.B;
2. The reallocation of a portion of the Applicant's Water Budget to satisfy the requirements of a Compliance Plan pursuant to Section 6.H.3.a; and
3. Any other change in, or allocation of, the Applicant's Water Budget required or allowed under this Agreement.

D. Accounting. The Applicant may reasonably request, from time to time, and the District shall, upon receipt of such reasonable request perform, an accounting of the then Unallocated Budget reflected on the Spreadsheet.

**SECTION 9. JOINT DEVELOPMENT AND CHANGES TO APPLICANT'S WATER BUDGET.**

A. Separate Water Usage Administration. The District shall administer water usage within the Applicant's Property separately from water usage within the other portions of the Annexed Area.

1. There has been, or will be, established for the combined acreage owned by each Applicant an Applicant-specific Applicant's Water Budget and Applicant-specific water usage requirements and restrictions. Water usage on land owned by each Applicant will be subject to compliance monitoring and enforcement separate and apart from each other Applicant.
2. The Applicant authorizes TOM SPENCER (the "**Allocation Representative**") to act as its sole agent for purposes of reporting allocations of Applicant's Water Budget, including making assignments pursuant to and entering into an Allocation Agreement, to the District. If the Applicant is composed of multiple persons or entities, the Allocation Representative shall exercise this role for all such persons or entities and

for all of the Applicant's Property. The Allocation Representative's contact information is:

Tom Spencer  
Wright Homes - Fox Landing LLC  
(801) 910-9235  
[toms@wrighthomes.com](mailto:toms@wrighthomes.com)

3. The Applicant may appoint a successor Allocation Representative by providing written notice of the change to the District, provided that there shall only ever be one Allocation Representative at a time. If the Applicant is composed of multiple persons or entities, all such persons or entities must agree in writing to the successor Allocation Representative.
4. Applicant understands and agrees that the District will deal only with the Allocation Representative to make adjustments to the Spreadsheet and may rely on any statements or direction of the Allocation Representative without incurring any obligation or duty to the Applicant or any third party due to such statements or direction.

B. Assignment to Developers. If the Applicant conveys a portion of the Applicant's Property to a third-party (a "**Developer**"), the District, the Allocation Representative and the Developer shall enter into an agreement (the "**Allocation Agreement**"), by which the Developer shall be allocated and assigned a portion of the Applicant's Water Budget allocable to the land conveyed to the Developer (the "**Developer Land**"). In the case of such an assignment, the following shall apply:

1. The Applicant shall identify, in the conveyance document to the Developer, the amount of the Applicant's Water Budget that is intended to be assigned to the Developer. The identification shall use the same units of measurement as are used in Exhibit D, such as acre-feet of water (for both indoor and outdoor use) and number of equivalent residential connections. The Allocation Representative shall provide the District with a copy of the conveyance document within 10 days of the conveyance.
2. In the Allocation Agreement, the Developer shall expressly assume the obligations of the Applicant under this Agreement to the extent of the Developer Land and shall designate its own Allocation Representative.
3. The portion of the Applicant's Water Budget assigned to the Developer, and the use of such water, shall be tracked by the District under a separate Spreadsheet.
  - a. By way of example, if the Developer purchases 500 acres of land from the Applicant, and secures an allocation of 750 acre-feet of

the Applicant's Water Budget, a new Spreadsheet for such 500 acres shall be established, reflecting an Applicant's Water Budget of 750 acre-feet. The Developer's usage of such 750 acre-feet of water shall be subject to compliance with all of the provisions of this Agreement, including reporting, monitoring, Evaluations and the implementation of Compliance Plans.

4. The Applicant and the Developer may include such other terms and conditions in the Allocation Agreement that, as between the two of them, they deem necessary and appropriate and which do not conflict with the terms of this Agreement.
5. The Applicant shall not be relieved of its obligations under this Agreement with respect to the portion of the Applicant's Water Budget assigned to the Developer and the use thereof on the Developer Land.
  - a. By way of example, if the Developer's use exceeds its allocation of the assigned portion of the Applicant's Water Budget, and such excess usage cannot be remedied with a Compliance Plan, or the Developer does not satisfy the requirements of a Compliance Plan, the District may reduce the Applicant's Unallocated Water Budget so that water use within the Applicant's Undeveloped Property (regardless of ownership) remains in balance.
  - b. By way of further example, if the Applicant does not notify the District of a conveyance of a portion of the Applicant's Property and development occurs on that property in violation of this paragraph B, District may still, for example, record a reduction against the Applicant's Water Budget as described in Section 8.B.3, include current and projected water usage on that property as part of future Evaluations, and require a Compliance Plan from the Applicant if the Applicant's Water Budget allocated to such property is exceeded.

C. Ongoing Compliance. If the Applicant no longer owns any Undeveloped Property, the Applicant shall still comply with such terms and conditions of this Agreement as can be followed without regard to the ownership of Undeveloped Property.

D. Multiple Owners. If the Applicant is composed of multiple persons or entities, such persons or entities may jointly agree to segregate any Unallocated Budget in order to develop their respective properties separately and shall enter into a new agreement with the District similar to this Agreement (the "New Agreement"), which shall govern the allocation and use of those portions of the Unallocated Budget according to their joint agreement.

## **SECTION 10. APPLICANT'S OBLIGATIONS TO MEMBER AGENCY.**



A. Member Agency Responsible for Delivery. The District does not deliver culinary water directly to the Applicant's Property and is not responsible for approval or oversight of the retail storage, delivery or billing of culinary water to the Applicant.

B. Compliance with Member Agency Infrastructure Requirements. Nothing in this Agreement supersedes or replaces the Applicant's obligations to the Member Agency relating to the installation or construction of water infrastructure in accordance with the Member Agency's ordinances or rules, or an agreement between the Applicant and the Member Agency, including but not limited to:

1. The extension of necessary utilities needed for the proposed development, including installation of water meters or fire hydrants.
2. The submission and approval of plans to extend any utilities for approval before starting construction.
3. The construction or dedication of water lines or other water related infrastructure serving the Applicant's Property, such as tanks, reservoirs, vaults, or valves, in accordance with standards adopted by the Member Agency.
4. The use of, and approval of plans for, traffic control during construction.
5. Any applicable warranty or guarantee associated with installed improvements.
6. Any applicable application or inspection fees or costs, or bonding to ensure completion of improvements.
7. Compliance with all legally adopted ordinances, resolutions and policies involving culinary water service.
8. The size, type, and location of any culinary water meter.
9. The payment and timing of payment of any applicable expenses incurred by the Member Agency in reviewing development plans or proposals or the payment of any impact fee or exaction.
10. The inspection of water infrastructure or landscaping as it is installed.

**SECTION 11. NOTICES.** All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective (a) on the date personally delivered, as evidenced by written receipt thereof, (b) on the first business day after being deposited with a commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) on the third business day after being deposited in the U.S. mail by certified mail, postage prepaid, return receipt requested, in all cases addressed to such party at the address

specified below, or such changed address as shall have been provided by the recipient party in writing:

If to District:  
Att'n General Manager  
8215 South 1300 West  
West Jordan, UT 84088

And with a copy to:  
Att'n General Counsel  
8215 South 1300 West  
West Jordan, UT 84088

If to Applicant:  
Derek Wright  
527 E Pioneer Road, Suite 100  
Draper, UT 84020

With a copy to:  
Tom Spencer  
Land Development Manager  
527 E Pioneer Road, Suite 100  
Draper, UT 84020

If to Member Agency:  
Director of Public Works  
5355 W. Herriman Main Street  
Herriman, UT 84096

With a copy to:  
City Attorney  
5355 W. Herriman Main Street  
Herriman, UT 84096

## **SECTION 12. MISCELLANEOUS PROVISIONS:**

A. Headings. The descriptive headings of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

B. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement and that the persons signing this Agreement have the authority to act on behalf of their respective entity or organization. The Applicant represents and warrants that it is a duly organized and validly existing entity under the laws of the State of Utah. The Applicant and the District each warrant that the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. The Applicant represents to the District that by entering into this Agreement, the Applicant has bound itself, and all persons and entities having any current or future legal or

equitable interest in the Applicant's Property, to the terms of this Agreement.

C. Entire Agreement. Unless otherwise noted herein, this Agreement, including Exhibits, supersedes and replaces any previous annexation agreements entered into by and between the Applicant and the District involving the same Applicant's Property for inclusion within the boundaries of the District and is the entire, complete Agreement between the Parties with respect to the subject matter described herein.

D. Amendment of this Agreement. This Agreement may not be amended, in whole or in part, except by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment to this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

E. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which Agreement shall otherwise remain in full force and effect.

F. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah, and the Parties hereby waive any right to object to such venue.

G. Remedies. If any Party to this Agreement breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available at both law and in equity.

H. Attorney's Fees and Costs. If any Party brings legal action either because of a breach of the Agreement or in order to enforce a provision or term of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and court costs.

I. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective heirs, legal representatives, successors in interest and assigns, including all successor owners of the Applicant's Property, subject to any conditions or limitations specifically described in this Agreement. The Agreement shall be incorporated by reference in any instrument purporting to convey an interest in any portion of the Applicant's Property. The terms of this Agreement and the obligations of the Applicant hereunder shall be binding upon all present and future owners of the Applicant's Property and shall be appurtenant to, and shall run with, said land.

J. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party hereto shall have any right or cause of action hereunder.

K. No Agency or Partnership Created. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the Parties.

L. Recording. Upon execution, this Agreement shall be recorded against Applicant's Property in the official records of the Salt Lake County Recorder.

(Signatures to follow)

IN WITNESS HEREOF, this Agreement has been entered into by, between and among the Applicant and the District as of the Effective Date and year first above written.

DISTRICT

Jordan Valley Water Conservancy District

By Alan Packard  
Alan Packard, General Manager

APPLICANT

FOX LANDING, LLC, a Utah limited liability company

By Derek Wright  
Derek Wright, Managing Member

CONCUR:

MEMBER AGENCY

Herriman City, a Utah municipal corporation

Attest:

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

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

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2024, by Alan Packard, who executed the foregoing instrument in his capacity as the General Manager of the Jordan Valley Water Conservancy District.



Mindy Keeling  
NOTARY PUBLIC

IN WITNESS HEREOF, this Agreement has been entered into by, between and among the Applicant and the District as of the Effective Date and year first above written.

DISTRICT

Jordan Valley Water Conservancy District

By \_\_\_\_\_  
Alan Packard, General Manager

APPLICANT

FOX LANDING, LLC, a Utah limited liability company

By \_\_\_\_\_  
Derek Wright, Managing Member

CONCUR:

MEMBER AGENCY

Herriman City, a Utah municipal corporation

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
City Recorder



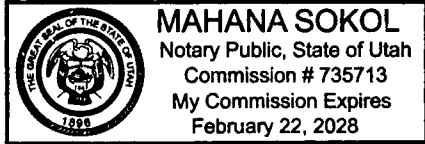
STATE OF UTAH )  
:ss )  
COUNTY OF SALT LAKE )

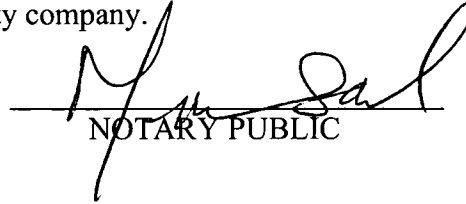
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Alan Packard, who executed the foregoing instrument in his capacity as the General Manager of the Jordan Valley Water Conservancy District.

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

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2024, by Derek Wright, who executed the foregoing instrument in his capacity as the managing member of Fox Landing, LLC, a Utah limited liability company.



  
NOTARY PUBLIC

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who executed the foregoing instrument in his capacity as the \_\_\_\_\_ of Herriman City, Utah.

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

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

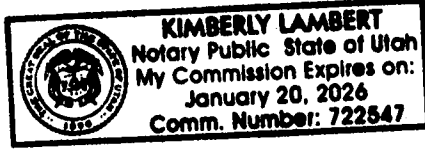
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Derek Wright, who executed the foregoing instrument in his capacity as the managing member of Fox Landing, LLC, a Utah limited liability company.

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

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 10 day of July, 2024, by Kimberly Lambert who executed the foregoing instrument in his capacity as the admin of Herriman City, Utah.

Kimberly Lambert  
NOTARY PUBLIC





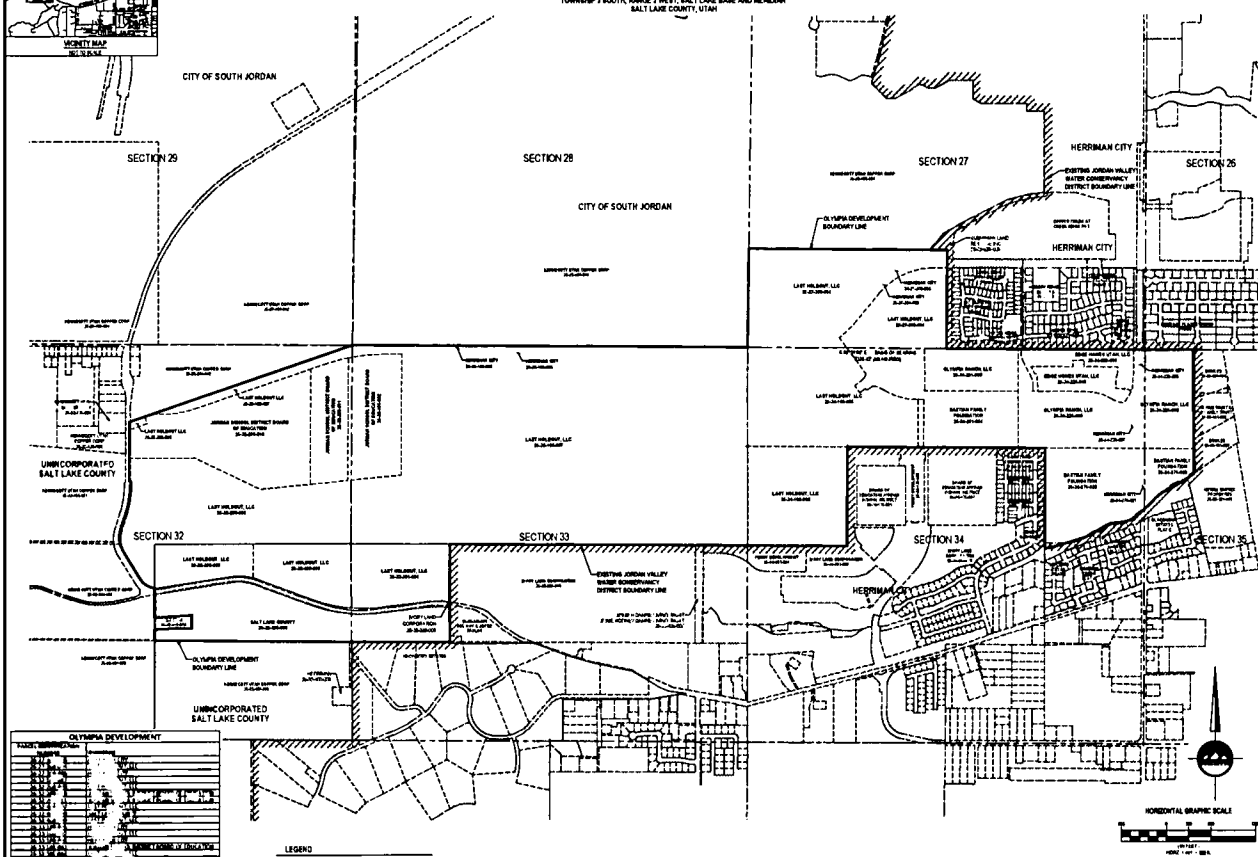
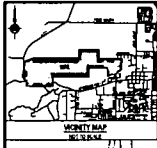
**EXHIBIT A**

**ANNEXATION AREA**

**(For reference purposes only – not for purposes of recording)**

**FINAL LOCAL ENTITY PLAT**  
**ANNEXATION OF THE PROPERTY WITHIN THE OLYMPIA DEVELOPMENT**  
**INTO THE JORDAN VALLEY WATER CONSERVANCY DISTRICT**  
**JUNE 2024**

LOCATED WITHIN SECTIONS 27, 28, 33, 34, AND 35,  
 TOWNSHIP 3 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN,  
 SALT LAKE COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**

I, **DAVID L. HARRIS**, a Professional Land Surveyor, State of Utah, License No. 10000, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the Office of the County Clerk of Salt Lake County, Utah, on this 15th day of June, 2024.

**BOUNDARY DESCRIPTION**

Section 27 of T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, contains 360 acres, more or less, and is divided into 36 lots, more or less, by the following description:

Lot 1, 360.00 ac. being the entire Section 27, T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, as shown on the attached plat.

Section 28 of T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, contains 360 acres, more or less, and is divided into 36 lots, more or less, by the following description:

Lot 1, 360.00 ac. being the entire Section 28, T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, as shown on the attached plat.

Section 33 of T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, contains 360 acres, more or less, and is divided into 36 lots, more or less, by the following description:

Lot 1, 360.00 ac. being the entire Section 33, T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, as shown on the attached plat.

Section 34 of T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, contains 360 acres, more or less, and is divided into 36 lots, more or less, by the following description:

Lot 1, 360.00 ac. being the entire Section 34, T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, as shown on the attached plat.

Section 35 of T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, contains 360 acres, more or less, and is divided into 36 lots, more or less, by the following description:

Lot 1, 360.00 ac. being the entire Section 35, T3S, R3W, S14E, Salt Lake Base and Meridian, Salt Lake County, Utah, as shown on the attached plat.

**OLYMPIA DEVELOPMENT**

TRACT	OWNER	ACRES
1	LAKE HERRIMAN LLC	1.00
2	LAKE HERRIMAN LLC	1.00
3	LAKE HERRIMAN LLC	1.00
4	LAKE HERRIMAN LLC	1.00
5	LAKE HERRIMAN LLC	1.00
6	LAKE HERRIMAN LLC	1.00
7	LAKE HERRIMAN LLC	1.00
8	LAKE HERRIMAN LLC	1.00
9	LAKE HERRIMAN LLC	1.00
10	LAKE HERRIMAN LLC	1.00
11	LAKE HERRIMAN LLC	1.00
12	LAKE HERRIMAN LLC	1.00
13	LAKE HERRIMAN LLC	1.00
14	LAKE HERRIMAN LLC	1.00
15	LAKE HERRIMAN LLC	1.00
16	LAKE HERRIMAN LLC	1.00
17	LAKE HERRIMAN LLC	1.00
18	LAKE HERRIMAN LLC	1.00
19	LAKE HERRIMAN LLC	1.00
20	LAKE HERRIMAN LLC	1.00
21	LAKE HERRIMAN LLC	1.00
22	LAKE HERRIMAN LLC	1.00
23	LAKE HERRIMAN LLC	1.00
24	LAKE HERRIMAN LLC	1.00
25	LAKE HERRIMAN LLC	1.00
26	LAKE HERRIMAN LLC	1.00
27	LAKE HERRIMAN LLC	1.00
28	LAKE HERRIMAN LLC	1.00
29	LAKE HERRIMAN LLC	1.00
30	LAKE HERRIMAN LLC	1.00
31	LAKE HERRIMAN LLC	1.00
32	LAKE HERRIMAN LLC	1.00
33	LAKE HERRIMAN LLC	1.00
34	LAKE HERRIMAN LLC	1.00
35	LAKE HERRIMAN LLC	1.00
36	LAKE HERRIMAN LLC	1.00

**LEGEND**

--- BOUNDARY LINE

--- SECTION LINE

--- ADJACENT PROPERTY LINE

--- EXISTING EASEMENT OR EASEMENT LINE

**DEVELOPER**  
 OLYMPIA UTAH, LLC  
 676 F. POWERS ROAD, SUITE 200  
 DRAPER, UTAH 84020  
 801.488.8177

**PROJECT NUMBER**  
 100

**DESIGNED BY**  
 [Name]

**DRAWN BY**  
 [Name]

**CHECKED BY**  
 [Name]

**DATE**  
 6/15/24

**SALT LAKE CITY**  
 600 WEST 200 SOUTH  
 SALT LAKE CITY, UT 84119  
 801.488.8177

**JORDAN VALLEY WATER CONSERVANCY DISTRICT**  
 1000 WEST 100 SOUTH  
 SALT LAKE CITY, UT 84119  
 801.488.8177

**SALT LAKE COUNTY SURVEYOR**  
 DAVID L. HARRIS  
 1000 WEST 100 SOUTH  
 SALT LAKE CITY, UT 84119  
 801.488.8177

**RECORDS**

FILED IN OFFICE OF SALT LAKE COUNTY CLERK

RECORDS SECTION

DATE

FILED

## EXHIBIT B

### APPLICANT'S PROPERTY (aka Joshua Tree at Olympia Phase 1 and Phase 2)

#### PARCEL 1 (aka Joshua Tree at Olympia Phase 1):

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the southerly boundary line of Creek Ridge West Subdivision Phase 6, recorded December 21, 2018 in Book 2018P at Page 419 in the Office of the Salt Lake County Recorder and a point on the Westerly Right-of-Way Line of Oceanside Drive, said point being North 89°30'06" West 1,663.46 feet along the section line from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said Westerly Right-of-Way Line the following six (6) courses:

(1) South 00°06'53" East 28.10 feet;

(2) Southeasterly 160.46 feet along the arc of a 331.50 foot radius curve to the left (center bears North 89°53'07" East and the chord bears South 13°58'54" East 158.90 feet with a central angle of 27°44'03");

(3) South 27°50'55" East 205.91 feet;

(4) Southeasterly 130.15 feet along the arc of a 268.50 foot radius curve to the right (center bears South 62°09'05" West and the chord bears South 13°57'44" East 128.88 feet with a central angle of 27°46'22");

(5) South 00°04'33" East 62.30 feet;

(6) Southwesterly 26.86 feet along the arc of a 17.00 foot radius curve to the right (center bears South 89°55'27" West and the chord bears South 45°11'38" West 24.15 feet with a central angle of 90°32'23");

thence North 89°32'10" West 494.35 feet;

thence North 00°27'50" East 127.05 feet;

thence South 89°32'10" East 60.00 feet;

thence Northeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 14.14 feet with a central angle of 90°00'00");

thence North 00°27'50" East 277.95 feet;

thence South 89°32'10" East 166.84 feet;

thence Northeasterly 33.80 feet along the arc of a 260.50 foot radius curve to the left (center bears North 00°32'20" East and the chord bears North 86°49'19" East 33.77 feet with a central angle of 07°26'02");

thence North 00°27'50" East 150.42 feet to said southerly boundary line of Creek Ridge West Subdivision Phase 6;

thence South 89°30'06" East 70.53 feet along said southerly boundary line to the point of beginning.

Contains 183,658 Square Feet or 4.216 Acres and 23 Lots and 7 Townhome Units and 2 Parcel

**PARCEL 2 (aka Joshua Tree at Olympia Phase 2):**

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Southerly Boundary line of Creek Ridge West Subdivision Phase 6, recorded December 21, 2018 in Book 2018P at Page 419 in the Office of the Salt Lake County Recorder, said point being North 89°30'06" West 1,733.99 feet along the section line from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°27'50" West 150.42 feet;  
thence Southwesterly 33.80 feet along the arc of a 260.50 foot radius curve to the right (center bears North 06°53'42" West and the chord bears South 86°49'19" West 33.77 feet with a central angle of 07°26'02");  
thence North 89°32'10" West 166.84 feet;  
thence South 00°27'50" West 277.95 feet;  
thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");  
thence North 89°32'10" West 60.00 feet;  
thence South 00°27'50" West 127.05 feet to the Northerly Right-of-Way line of Olympia Boulevard;  
thence North 89°32'10" West 927.29 feet along said Northerly Right-of-Way line;  
thence Northeasterly 12.60 feet along the arc of a 30.00 foot radius curve to the left (center bears North 65°57'29" West and the chord bears North 12°00'19" East 12.51 feet with a central angle of 24°04'24");  
thence North 00°01'53" West 556.05 feet to the section line;  
thence South 89°30'06" East 70.00 feet along said section line;  
thence South 00°01'53" East 288.19 feet;  
thence Southeasterly 7.81 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°58'07" East and the chord bears South 44°47'01" East 7.04 feet with a central angle of 89°30'17");  
thence South 89°32'10" East 305.99 feet;  
thence Northeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 7.07 feet with a central angle of 90°00'00");  
thence North 00°27'50" East 134.90 feet;  
thence South 89°32'10" East 403.64 feet;  
thence North 00°27'50" East 152.81 feet to the Southerly Boundary line of Creek Ridge West Subdivision Phase 6;  
thence South 89°30'06" East 408.02 feet along said Southerly Boundary to the point of beginning.

Contains 433,364 Square Feet or 9.949 Acres and 16 Lots and 91 Townhome Units and 7 Parcels

**EXHIBIT C**

**PROJECTED DEMAND CALCULATIONS**

Equivalent Residential Connections <sup>6</sup> (for Parcel 1 and Parcel 2 combined)	109
Acre-feet for indoor use (for Parcel 1 and Parcel 2 combined)	14.66
Acre-feet for outdoor use (for Parcel 1 and Parcel 2 combined)	8.67
<b>Total acre-feet for both parcels combined (rounded to nearest half number)</b>	<b>23.5</b>

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<sup>6</sup> This exhibit uses equivalent residential connections (ERC's) to describe Projected Demand. ERC's are likely not the same as the actual number of residential units or other uses that have been approved for development on the Applicant's Property or that may be described in Exhibit B.

**EXHIBIT D**

**APPLICANT'S WATER BUDGET**

(including the Base Water Budget, the Augmented Water Budget, any Excess Demand, secondary water sources, water rights and shares dedicated to the District, the payment of in-lieu development charges, etc.)

Base Water Budget (acre-feet)	Adjustments to Base Water Budget (acre-feet)	Projected Demand (acre-feet) (See Exhibit C)	Excess Demand (acre-feet)	Water Dedicated to District (acre-feet) (See Exhibit E)	Applicant's Final Water Budget (acre-feet)
19.0	None	23.5	4.5	4.5	23.5

**EXHIBIT E**

WATER RIGHTS AND WATER SHARES DEDICATED TO THE DISTRICT

Applicant is the successor-in-interest to Olympia Ranch 3, LLC. The water interests described on this Exhibit E have been conveyed to the District by Olympia Ranch 3, LLC, or its affiliates and are not being conveyed to the District by Applicant.

For purposes of compliance Section 6.F.2, Applicant shall be treated as if it conveyed the water interests to the District in order to offset the Excess Demand described in Section 6.E. and shown on Exhibit D.

Name of Water Company	Share Certificate #	Total Number of Acre Feet
Welby Jacob Water Users Company (Welby District)	3596	4.5

**EXHIBIT F**

**DISTRICT'S CURRENT WATER EFFICIENCY STANDARDS**



## WATER EFFICIENCY STANDARDS

1. **Purpose**  
The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping.
2. **Applicability**  
The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The Outdoor Landscaping Standards shall also be required for new landscaping construction installed by homeowners.
3. **Indoor Fixture Requirements**  
It is recommended and encouraged, but not mandated, that all new and future construction and future additions, remodels, or refurbishments install plumbing fixtures that have the WaterSense label, including: lavatory faucets, shower heads, sink faucets, water closets (tank and flushometer-valve toilets), and urinals, to the extent Utah law allows municipalities or local districts to require these fixtures.
4. **Outdoor Landscaping Standards**  
All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family and single-family residential projects within the front and side yards, and homeowner provided landscape improvements within the front and side yards of single and two-family dwellings shall comply with the landscaping standards below:

### Definitions

- A. **Activity Zones:** Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.
- B. **Active Recreation Areas:** Areas of the landscape dedicated to active play where Lawn may be used as the playing surface (ex. sports fields and play areas).
- C. **Central Open Shape:** An unobstructed area that functions as the focal point of Localscapes and is designed in a shape that is geometric in nature.
- D. **Gathering Areas:** Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.
- E. **Hardscape:** Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.

- F. Lawn: Ground that is covered with grass or turf that is regularly mowed.
- G. Localscapes®: A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).
- H. Mulch: Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.
- I. Park Strip: A typically narrow landscaped area located between the back-of-curb and sidewalk.
- J. Paths: Designed routes between landscape areas and features.
- K. Planting Bed: Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
- L. Total Landscaped Area: Improved areas of the property that incorporate all of the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

5. Landscaping Requirements

- A. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
- B. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
- C. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
- D. At least 3-4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
- E. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.

- F. Lawn shall not be installed in Park Strips, Paths, or on slopes greater than 25% or 4:1 grade, and be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
- G. In residential landscapes, the landscaping shall adhere to the following Localscapes requirements:
- i. If size permits, the landscaped areas of the front yard and back yard shall include a designed Central Open Shape created by using Lawn, Hardscape, groundcover, gravel, or Mulch.
  - ii. Gathering Areas shall be constructed of Hardscape and placed outside of the Central Open Shape. In a landscape without Lawn, Gathering Areas may function as the Central Open Shape.
  - iii. Activity Zones shall be located outside of the Central Open Shape and shall be surfaced with materials other than Lawn.
  - iv. Paths shall be made with materials that do not include Lawn, such as Hardscape, Mulch, or other groundcover.
  - v. Lawn areas shall not exceed the greater of 250 square feet, or 35% of the Total Landscaped Area.
  - vi. Small residential lots, which have no back yards, which the Total Landscaped Area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide Lawn area requirement of the Landscaping Requirements in section F, are exempt from the 8 feet minimum width Lawn area requirement.
- H. In commercial, industrial, institutional, and multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of Active Recreation Areas.
- I. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Paragraph F, above). Applications to receive exceptions are to be considered on a case-by-case basis.
- J. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.

**EXHIBIT G**

**JOSHUA TREE PHASES 1 AND 2 SPREADSHEET**

Date	Applicant's Water Budget (Acre Feet)	Deductions from Applicant's Water Budget (Acre Feet)	Basis for Deduction	Name of Plat / Developer / Successor	Remaining Unallocated Water Budget (Acre Feet)	Notes
06/05/24	23.5	--	--	--	23.5	Initial Applicant's Water Budget

- (a) Deductions From Unallocated Budget
  - (1) Allocation to land covered by development plat
  - (2) Allocation to developer or successor-in-interest
  - (3) Allocated to overage pursuant to compliance plan or other contract provisions