

Ent 149303 Bk 355 Pg 1235
Date: 07-NOV-2019 5:26:34PM
Fee: \$123.00 Check Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: WASATCH PEAKS RANCH LLC

DEVELOPMENT AGREEMENT FOR THE
“WASATCH PEAKS RANCH”
LOCATED IN MORGAN COUNTY, UTAH

October 30, 2019
Final Adopted

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

List of Exhibits

Exhibit A	Subject Property Legal Description
Exhibit B	Conceptual Land Use Plan
Exhibit C	Table of Permitted Uses
Exhibit D	Review and Approval Procedures for Uses
Exhibit E	Site Planning and Development Standards

This Development Agreement for the Wasatch Peaks Ranch (hereinafter "Development Agreement") is approved this 30th day of October 2019, with the adoption of Ordinance No. CO19-10 by the duly elected County Council (hereinafter "County Council") of Morgan County, Utah (hereinafter "County"), a political subdivision of the State of Utah, whose address is 48 West Young Street, Morgan, Utah 84050 between the County and Wasatch Peaks Ranch, LLC, a Delaware limited liability company (hereinafter "Owner") whose address is 136 E. South Temple, Suite 2425, Salt Lake City, Utah 84111. The Owner is the owner of certain real property, as identified by Exhibit A (hereinafter "Subject Property"). The County Council is the legislative body of the County and approves this Development Agreement, exercising its legislative authorities.

SECTION 1: FINDINGS

The County Council makes the following findings in approving this Development Agreement:

- 1.1. Owner is the fee owner of the Subject Property, as identified by the property records maintained in the office of the Morgan County Recorder.
- 1.2. The Subject Property is approximately 11,502 acres, as more particularly described by Exhibit A.
- 1.3. The Owner desires to develop the Subject Property as a private residential community and membership club with amenities and activities on the Subject Property, as more fully identified herein (hereinafter "the Project").
- 1.4. On December 21, 2010 the County adopted the Morgan County General Plan (hereinafter "General Plan") that established various public policies for the unincorporated areas of the County. The General Plan was amended on October 30th, 2019, identifying the Subject Property as suitable for the creation of a Master Planned Community.
- 1.5. The County has adopted the Morgan County Land Use Management Code (hereinafter "Management Code"), a land use ordinance of the County.
- 1.6. The Management Code provides various zoning districts, including the Multiple Use District (MU-160) and the Resort Special District (RSD), and divides the unincorporated areas of the

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

County into zone districts pursuant to the County Land Use, Development, and Management Act, Utah Code Annotated, 1953, as amended (hereinafter "the Act").

- 1.7. The Management Code also provides various standards and requirements for the establishment and operation of uses and activities allowed within each zoning district and further provides procedures and requirements for the division of all lands located within the County.
- 1.8. The Owner is contemplating presenting to the County various Land Use Applications to achieve the Wasatch Peaks Ranch private residential community, including necessary land use and subdivision applications, with required supporting information and materials.
- 1.9. The Owner is committed to providing all uses and activities occurring on the Subject Property to the highest standards to create a private residential community and has proposed to develop the Subject Property consistent with a Conceptual Land Use Plan (hereinafter "Conceptual Land Use Plan") provided by the Owner to the County, and attached hereto as Exhibit B.
- 1.10. The Owner has provided various supplemental information and materials to the County in support of this Development Agreement including "The Wasatch Peaks Ranch Master Plan Transportation Element," July 19, 2018, the "Wasatch Peaks Ranch Cost Benefit Analysis: Morgan County," February 28, 2019, the "Wasatch Peaks Ranch Infrastructure Master Plan", March 1, 2019, and the "Report Landslide Hazard Services, Wasatch Peaks Ranch, Morgan Counties, Utah," February 26, 2019. This information and these reports shall be considered as supporting information to this Development Agreement and shall be considered as reference and guidance materials but are not incorporated into this Development Agreement. The information and materials identified by this paragraph shall remain on file in the offices of the County's Planning and Development Services Department.
- 1.11. The Morgan County Planning Commission (hereinafter "Planning Commission") has previously considered a general plan land use designation amendment and zoning district designation for the Subject Property and forwarded a positive recommendation to the County Council on July 25, 2019.
- 1.12. The County Council, acting as the County's legislative body, and following the receipt of a Planning Commission recommendation may establish a general plan land use designation and zoning district(s) for the Subject Property when such general plan land use designation and zoning district(s) are found to implement the County's General Plan, appropriately balance the interests of private and public rights, and promote the orderly and appropriate development of the Subject Property.
- 1.13. The County Council has approved this Development Agreement based on its determination that the Subject Property is large and requires a comprehensive and coordinated Conceptual Land Use Plan, as identified by the General Plan, for the establishment of all uses and activities

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

occurring on the Subject Property, and to achieve the goals of the County and the Owner for a private residential community.

1.14. The County Council finds that this Development Agreement contains provisions required by the Management Code, including compliance with all applicable requirements of Chapter 5, Article J, Management Code, including achieving the purposes of the Resort Special Districts.

1.15. This Development Agreement, and all Exhibits attached hereto, identifies the current condition of the Subject Property, promotes the goals of the County and the Owner, and provides for the Owner's construction of those private infrastructure, facilities, services and other amenities, benefits, and improvements necessary to meet the needs of the Subject Property in a coordinated and timely manner.

1.16. The County Council approved a zone change for the Subject Property based on findings, as required by Title 8, Chapter 5, Article J of the Management Code that the zoning map amendment and Conceptual Land Use Plan, as represented by Exhibit B and this Development Agreement:

- 1.16.1. Is consistent with applicable provisions of the County's General Plan.
- 1.16.2. Conforms to applicable provisions of the Management Code.
- 1.16.3. Will better preserve the Subject Property and surrounding properties by integrated planning and design than would be possible under other zoning regulations.
- 1.16.4. Development of the Subject Property will contribute positively to the County's long-term economic stability, and
- 1.16.5. The infrastructure plan will not be detrimental to the County's health, safety, and welfare.

SECTION 2: PURPOSES

The County Council approved this Development Agreement to advance the public goals and policies of the County and to promote coordinated, consistent, and efficient decision-making and administration for all matters governed by this Development Agreement including, but not limited to, the following:

- 2.1. To achieve the vision and goals of the County and Owner to create a private residential community.
- 2.2. To achieve the goals and policies of the General Plan, including the creation of a Master Planned Community for the Subject Property.
- 2.3. To achieve the purposes of the Resort Special District "to permit a compatible, master planned mix of various types of residential and commercial land uses in combination with open space and recreational components on land that has characteristics that warrant customized development requirements" (Section 8-5J-1, Management Code).

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- 2.4. To provide the Owner with certain assurances related to the development of the Subject Property, as allowed by the Resort Special District, subject to compliance with all applicable Local, State, and Federal laws, rules and regulations.
- 2.5. To establish clarity related to the development standards and regulations applicable to the Subject Property.
- 2.6. To identify the responsibilities of the County and the Owner-related to Land Use Applications for the Subject Property, and all portions thereof, the provision of necessary and required infrastructure and services, and the issuance of all necessary and related Land Use Permits and Building Permits.
- 2.7. To promote regular communication and coordination and to facilitate efficient decision-making by the County and the Owner on various matters related to the Subject Property and to achieve the goals and vision of the County and the Owner.
- 2.8. To facilitate communications and coordination with Local, State, and Federal agencies to the extent necessary to achieve the purposes of this Development Agreement and the Conceptual Land Use Plan.
- 2.9. To require and promote communication and coordination with all service providers as necessary, for the timely provision of necessary infrastructure, services, and amenities for the Subject Property.
- 2.10. To allow the Owner to voluntarily provide amenities, improvements, services, and facilities, as more fully described herein, for the benefit of the Subject Property, the County, and the Owner.

SECTION 3: APPROVAL

- 3.1. Upon receipt and full consideration of the Planning Commission's recommendation on the general plan land use designation amendment and zoning district designation for the Subject Property, and in consideration of the mutual goals of the County and the Owner, including, but not limited to, providing a coordinated Land Use Plan for the Subject Property, and the creation of a private residential community, the County Council approved this Development Agreement based upon the findings and purposes set forth herein.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

SECTION 4: SUBJECT PROPERTY DESIGNATION, PROVISIONS, AND REQUIREMENTS

4.1. MANAGEMENT CODE DESIGNATION

- 4.1.1. The Subject Property is identified as "Master Planned Community" by the General Plan.
- 4.1.2. Prior to the approval and execution of this Development Agreement the Subject Property was located within MU-160 and F-1 Districts.
- 4.1.3. Consistent with the General Plan, and upon the execution of this Development Agreement by the County and the Owner, and upon the completion of all noticing as required by law and recordation of this Development Agreement in the Office of the Morgan County Recorder, the Subject Property shall be identified as a Resort Special District (RSD) of the Management Code, such zoning district being specifically identified as Resort Special District - Wasatch Peaks Ranch ("RSD-Wasatch Peaks Ranch"), such district to remain in place and in effect during the term of this Development Agreement, unless changed by affirmative action of the County Council, complying with the terms of this Development Agreement and all procedural and noticing requirements of Utah law as required for a land use ordinance amendment.
- 4.1.4. The County and the Owner agree that various Land Use Application approvals, Land Use Permits, and Building Permits will be required to implement this Development Agreement. All Land Use Applications shall be reviewed and decided by the County, and all Land Use Permits and Building Permits shall comply with all applicable requirements of this Development Agreement and the Management Code, as applicable. If the Development Agreement and Management Code should contradict, the Development Agreement shall control. If the Development Agreement does not address an issue, the Management Code shall govern.

4.2. CONCEPTUAL LAND USE PLAN AND DENSITY ENTITLEMENTS

- 4.2.1. The Conceptual Land Use Plan identifies the conceptual locations for each of the land use categories proposed for the Project.
- 4.2.2. The County and the Owner agree that all Land Use Application approvals and all Land Use Permits and Building Permits must be generally consistent with this Development Agreement and the Conceptual Land Use Plan.
- 4.2.3. Consistent with the maximum RDUs available to each Development Area, as identified by Exhibit B, and subject to compliance with the requirements of this Development Agreement, including Section 4.3.2 and Section 4.3.3, the Owner is entitled to have and the Conceptual Land Use Plan shall permit a maximum of 750 RDUs, as defined herein, on the Subject Property¹, without any maximum square footage limitation on the floor area of a single-family residential dwelling.
- 4.2.4. Residential Dwelling Unit ("RDU") is defined as a building, or a unit within a multi-family building, containing one or more kitchens and one or more other rooms comprising a dwelling, and including areas for living and sleeping, designed to be used for human

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

occupancy, and complying with all applicable provisions of the Building Codes and County Land Use Ordinances. Detached garages, sheds, barns and other structures (“accessory buildings”) without living space do not require or utilize additional RDUs. Accessory buildings that include living space and a kitchen are only allowed for single family homes. Such accessory buildings do not require or utilize additional RDUs so long as the improved living area of such buildings does not exceed 20% of the living area of the primary residence (“main residence”), and such accessory buildings are not used as a full-time primary residence by the owner thereof or claimed as a primary residence for county taxation purposes. Accessory buildings not using RDUs: (i) may not be sold separate from the main residence to which they are appurtenant, (ii) may not be owned separate from the ownership of the main residence, and (iii) must be situated on the same platted lot as the main residence. For the purposes of this Development Agreement buildings for housing resort employees, fire fighters, emergency medical personnel, and security employees will utilize RDUs as part of the 750 RDU limit and will not exceed a total of 50 RDUs. For dormitory type housing, six bedrooms with one kitchen constitute 1 RDU. Each bedroom in dormitory type housing shall have no more than two residents per bedroom.

- 4.2.5. The County and the Owner agree that the Total Units as shown on the Conceptual Land Use Map shall be the maximum number for Development Areas F and G. Development Areas A - E may increase by 25 percent, provided the total RDUs for the Project never exceed 750 RDUs. Single family and multi-family units designated on the Conceptual Land Use Plan are estimates. Actual ratios may vary but total RDUs shall not exceed 750 RDUs.
- 4.2.6. Subject to compliance with the requirements of this Development Agreement, and specifically Section 4.3.2 and Section 4.3.3, the Owner is entitled to have and the Conceptual Land Use Plan permits nonresidential uses on identified portions of the Subject Property, as such nonresidential uses are more particularly identified on Exhibit C. Buildings shall meet all design guidelines stated in Design Standards document, Exhibit E.
- 4.2.7. The Conceptual Land Use Plan and Exhibit C, may be modified by mutual agreement by the County and the Owner from time-to-time, as additional information becomes available or as circumstances change, by complying with the procedures applicable to a Development Agreement amendment, as provided by Section 9.5.2 herein.

4.3. ALLOWED USES

- 4.3.1. Exhibit C establishes the list of permitted, conditional, uses for the Subject Property. Subject to compliance with the terms of this Development Agreement and the County’s approval of the requisite Land Use Permits, the Owner may establish such permitted, conditional and accessory uses and activities on the Subject Property, or applicable portions thereof. The location and intensity of specific uses within the Project is subject to the applicable review and approval procedures, as identified by Exhibit D.
- 4.3.2. Notwithstanding Section 4.2.4 and Section 4.2.5, the maximum number of RDUs and the total amount of nonresidential uses permitted on the Subject Property shall be limited by the existing or reasonably planned capacity of:

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- a. Culinary water facilities and services;
- b. Sanitary sewer facilities and services;
- c. Fire protection facilities and services; and
- d. Storm drainage and flood control facilities and services.

4.3.3 The determination of available, or planned, capacity for each item contained in Section 4.3.2 shall be made by the applicable Authority, as defined herein, and in consultation with the Owner and the service provider, as applicable, and based on level of service standards as established by Federal, State, or Local agencies, as applicable.

4.3.4 Except for Section 4.3.2 and Section 4.3.3 and all applicable Federal, State, and Local laws found necessary to protect the public health and safety, nothing in this Development Agreement shall be interpreted to modify or limit the density and use entitlements provided by Section 4.2.4 and Section 4.2.5.

4.4 DEVELOPMENT AGREEMENT, BUILDING CODES, ENGINEERING AND CONSTRUCTION

STANDARDS, AND HEALTH CODES, AS ADOPTED TO APPLY. The review and approval of all Land Use Applications, and the issuance of all Land Use Permits and Building Permits for the Subject Property, or any portion thereof, shall comply with the following:

4.4.1 All Land Use Permits shall comply with all applicable requirements of this Development Agreement and the Management Code, as applicable.

4.4.2 All Building Permits shall comply with all requirements of the County's Building Codes, as applicable, and in effect at the time a Building Permit Application is determined complete, as provided by the Act.

4.4.3 All Land Use Permits shall comply with the requirements of the adopted Management Code, as may be applicable, provided that such requirements do not conflict with the terms and provisions of this Development Agreement, but shall not be interpreted or applied so as to modify or limit the density and use entitlements provided by Section 4.2.5 and Section 4.2.6 herein.

4.4.4 All Land Use Permits shall comply with all County engineering and construction standards, as applicable, and in effect at the time a Land Use Application is determined complete, as provided by the Act.

4.4.5 All Land Use Permits, and all Building Permits, shall comply with all requirements of the Weber-Morgan Health Department, as applicable, and in effect at the time a Land Use Permit and/or Building Permit application is determined complete.

4.4.6 All applicable state and federal laws.

4.5 PROVISION OF REQUIRED INFRASTRUCTURE AND SERVICES, LAYOUT, AND DESIGN STANDARDS.

The County acknowledges that the Conceptual Land Use Plan is conceptual and the Project will be completed in phases. The County and the Owner mutually agree as follows:

4.5.1 The exact location and the accurate legal description of each Development Area shall be determined by the Owner, based on the logical and efficient extension of all necessary infrastructure and services at the time a Land Use Application is determined complete, as provided by the Act, and subject to compliance with the Site Planning and Development Standards and the approval of the County in connection with the review of the applicable

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

Land Use Application. The overall phasing for the Project may be modified based on market conditions and other economic factors, as well as the logical and efficient extension of infrastructure and services to the Project and each Development Area.

- 4.5.2 The proposed location of the golf course as shown on the Conceptual Land Use Plan (Exhibit B) may be adjusted as necessary to accommodate the development of the golf course and adjacent development areas; provided, however, the foregoing adjustments shall not result in an overall relocation of the golf course within the Project.
- 4.5.3 The Conceptual Land Use Plan (Exhibit B) identifies various open space areas. Concurrent with the applicable Land Use Application approvals and issuance of necessary Land Use Permits, open space areas, including without limitation ski and golf-related parcels, shall, consistent with the Open Space Management Plan, be permanently preserved pursuant to conservation easements, plat notes, deed restrictions or other restrictive covenants that cannot be amended. Land located outside of Development Areas A-G may be platted so as to include protected open space as part of residential subdivision lots that have land within Development Areas A-G. Prior to the sale of any such lot, Owner shall record against such lot a deed restriction: (a) requiring any owner of such lot to adhere to the provisions of the Open Space Management Plan applicable to their lot, as expressly stated in the deed restriction.
- 4.5.4 The Site Planning and Development Standards, contained in Exhibit E, shall apply to the Subject Property and each portion thereof.
- 4.5.5 The Owner and the County agree that a fire prevention plan conforming to the 2018 International Fire Code shall be completed and approved by the County Fire Chief prior to the County's issuance of the first building permit for the Subject Property.
- 4.5.6 The Owner agrees that automatic fire suppression sprinkler systems shall be required in all single-family residential homes, all multi-family residential units and in non-residential buildings exceeding [62,000 square feet]. Consistent with the provisions of the 2018 International Fire Code (IFC) for Commercial Development, Owner and the County agree that: approved access road(s) will be in place prior to the commencement of combustible construction (IFC D104.1); and approved access roads providing two points of ingress and egress to and from the Subject Property will be required prior to the construction of the 200th multiple-family residential unit is permitted on the Subject Property (IFC D106.2). Single-family residential homes with automatic fire suppression sprinkler systems will not require two points of ingress and egress to and from the Subject Property (IFC D107.1).

SECTION 5: REQUIRED INFRASTRUCTURE, FACILITIES AND SERVICES AND COUNTY AND OWNER RESPONSIBILITIES

5.1. CULINARY WATER FACILITIES AND SERVICES

5.1.1. The County agrees as follows:

- a. To recognize the culinary water provider, established by the Owner, and as provided for by the laws and rules of the State of Utah, as the culinary water service provider for the Subject Property, or any portion thereof (the "Culinary Water Service Provider").
- b. To recognize the Utah Department of Environmental Quality, Division of Drinking Water (hereinafter "DDW") as the Culinary Water Authority, as provided and required by Utah State Code.
- c. To receive from DDW a written approval of the feasibility of the proposed culinary water system including water rights and sources, systems and facilities for pumping, storage, and distribution of culinary water for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.

5.1.2. The Owner agrees as follows:

- a. Prior to the application for the first building permit for a residential or commercial building on the Subject Property, to create the Culinary Water Service Provider, as provided for by the applicable laws and rules of the State of Utah, as the culinary water service provider for the Subject Property.
- b. To be subject to all fees and charges, as may be lawfully established and imposed by the Culinary Water Service Provider.
- c. To comply with the requirements for the construction, installation, operation, and maintenance of all culinary water facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To comply with all reasonable and applicable requirements of the County Engineer during the construction and installation of all culinary water infrastructure and facilities.
- e. To comply with all lawful and applicable orders of the State Engineer.
- f. To comply with all applicable Local, State, and Federal laws, rules and regulations for culinary water facilities, services, quality standards and controls, as may be applicable to the Culinary Water Service Provider or the Owner.
- g. If a determination is made by the State Engineer that water usage by uses and activities located on the Subject Property, or any portion thereof, is negatively impacting the water rights of other water users, the Owner and/or Culinary Water Service Provider shall comply with all corrective actions as required by the State Engineer.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- h. The Owner agrees to indemnify, protect, defend and hold harmless the County from and against any claims arising by or in connection the failure of Owner or the Culinary Water Service Provider to comply with any corrective action required by the State Engineer, and Owner and Culinary Water Service Provider shall be responsible for working with water users to resolve issues related to potential negative impacts caused by Owner or the Culinary Water Service Provider to such water user's existing facilities.

5.2. SANITARY SEWER FACILITIES AND SERVICES

5.2.1. The County agrees as follows:

- a. To recognize the sanitary sewer service provider, established by the Owner, and as provided for by the laws and rules of the State of Utah, as the sanitary sewer service provider for the Subject Property, or any portion thereof (the "Sanitary Sewer Service Provider").
- b. To recognize the Weber-Morgan Health Department and the Utah Department of Environmental Quality ("DEQ") working cooperatively together, as the Sanitary Sewer Authority, as provided and required by the Act.
- c. To receive from the Weber-Morgan Health Department and DEQ working cooperatively together, a written approval of the feasibility of the proposed sanitary sewer system including collection and treatment for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To allow septic systems, or other onsite sanitary sewer systems, for large remotely located single family residential lots where it is not practically feasible to connect such lots to the central sanitary sewer system, provided such septic or other onsite sanitary sewer systems are constructed in accordance with the approval of the Weber- Morgan Health Department "Onsite Wastewater Treatment Systems Regulation" and other applicable laws and rules of the State of Utah.

5.2.2. The Owner agrees as follows:

- a. Prior to the application for the first building permit for a residential or commercial building on the Subject Property, to create the Sanitary Sewer Service Provider, as provided for by the applicable laws and rules of the State of Utah, as the sanitary sewer service provider for the Subject Property.
- b. To be subject to all fees and charges, as may be lawfully established and imposed by the sanitary sewer provider.
- c. To comply with the requirements for the construction, installation, operation, and maintenance of all sanitary sewer facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To comply with all reasonable and applicable requirements of the County Engineer or Weber-Morgan Health Department during the construction and installation of all sanitary sewer infrastructure and facilities.
- e. To comply with all lawful and applicable orders of DEQ.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- f. To comply with the Weber-Morgan Health Department "Onsite Wastewater Treatment Systems Regulation" with respect to all onsite sanitary sewer systems, including but not limited to septic systems.
- g. To comply with all applicable Local, State, and Federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls, as may be applicable to the Sanitary Sewer Service Provider or the Owner.

5.3. FIRE PROTECTION FACILITIES AND SERVICES

5.3.1. The County agrees as follows:

- a. To permit the formation of a fire district for the Subject Property as the fire protection and fire suppression service provider for the Subject Property (the "WPR Fire District"), and upon creation of the WPR Fire District, permit the exclusion of the Subject Property from the Morgan County Fire District (the "MC Fire District"), in accordance with applicable laws of the State of Utah.
- b. To recognize the MC Fire District or the WPR Fire District, which ever has jurisdiction, as the Fire Authority, as provided and required by the Act.
- c. To receive from the Fire District having jurisdiction or Fire Warden a written approval of the feasibility of the proposed fire protection and suppression facilities for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To allow the Fire District having jurisdiction during the construction and installation of all fire protection and fire suppression services to conduct necessary construction inspections, and to provide any reporting to the County and the Owner.

5.3.2. The Owner agrees as follows:

- a. To promptly and diligently pursue to completion the formation of the WPR Fire District in accordance with applicable laws of the State of Utah.
- b. To be subject to all fees and charges, as may be lawfully established and imposed by the Fire District having jurisdiction.
- c. To provide to the WPR Fire District, MC Fire District or Fire Warden for review, and approval as necessary, all fire protection and mitigation plans as may be required by the Fire District having jurisdiction.
- d. To comply with the requirements for the construction, installation, operation, and maintenance of all fire protection and suppression facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- e. To comply with all reasonable and applicable requirements of the Fire District having jurisdiction or Fire Warden and Culinary Water Authority during the construction and installation of all fire protection and suppression facilities.
- f. To comply with all lawful and applicable orders of the State Fire Marshall.
- g. To comply with all applicable Local, State, and Federal laws, rules and regulations for fire protection and fire suppression facilities, services, quality standards and controls, as may be applicable to the Owner.
- h. Exercise reasonable effort to cause the WPR Fire District to enter into an inter-local

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

agreement between the MC Fire District and Mountain Green Fire Districts.

5.4. EMERGENCY MEDICAL SERVICES AND FACILITIES**5.4.1. The County agrees as follows:**

- a. To recognize the Morgan County Emergency Services/Ambulance Department as the emergency medical services authority and provider for the Subject Property.
- b. To receive from the Morgan County Emergency Services/Ambulance Department the review and written recommendations for emergency medical service and facilities for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.

5.4.2. The Owner agrees as follows:

- a. To be subject to all fees and charges, as may be lawfully established and imposed by the Morgan County Emergency Services/Ambulance Department.
- b. To comply with all applicable Local, State and Federal laws, rules and regulations for emergency medical facilities, services, quality standards and controls, as may be applicable to the Owner except that the Owner shall not be required by any Land Use Application approvals or otherwise to construct emergency medical facilities as a condition or requirement of development of the Project.

5.5. STORM DRAINAGE AND FLOOD CONTROL FACILITIES AND SERVICES**5.5.1. The County agrees as follows:**

- a. To recognize the Owner as the storm drainage and flood control provider for the Subject Property.
- b. To identify and recognize the County Floodplain Administrator as the Storm Drainage and Flood Control Authority.
- c. To receive from the County Engineer a written recommendation of the feasibility of the proposed storm drainage and flood control facilities including collection, transportation, detention and retention improvements, and other storm drainage and flood control facilities and services for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To require the implementation of a valid Storm Water Pollution Prevention Plan for the Subject Property, or any portion thereof, as prepared by Owner, and approved by the DEQ.

5.5.2. The Owner agrees as follows:

- a. The Project will be subject to all fees and charges, as may be lawfully established and imposed by the County for storm drainage and flood control facilities and services.
- b. To provide the required storm drainage and flood control facilities and services for the Subject Property, or any portion thereof.
- c. To prepare and obtain the approval of DEQ of a valid Storm Water Pollution Prevention Plan for the Subject Property, or any portion thereof, as may be required by DEQ, and to provide a copy of the approved plan to the County Engineer.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- d. To comply with the applicable requirements for the construction, installation, operation, and maintenance of all storm drainage and flood control facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- e. To comply with all reasonable and applicable requirements of the County Engineer during the construction and installation of all storm drainage and flood control facilities.
- f. To comply with all lawful and applicable orders of DEQ.
- g. To comply with all applicable Local, State, and Federal laws, rules and regulations for storm drainage and flood control facilities, services, quality standards and controls, as may be applicable to the Owner.

5.6 ROADS, STREETS, AND APPURTENANT FACILITIES PROPOSED TO BE OWNED, MANAGED, AND MAINTAINED BY THE COUNTY. The roads, streets and appurtenant facilities on the Subject Property will be privately owned, managed and maintained. Various existing public roads, streets, and appurtenant facilities that are located outside of the Subject Property that are necessary for the development of the Project will be owned, managed and maintained by the County.

5.7 NON-PUBLIC RIGHTS-OF-WAY INCLUDING ROADS, STREETS, AND APPURTENANT FACILITIES. The Owner will construct private and other non-public roads, streets, and appurtenant facilities within the Project. For such non-public roads, streets, and appurtenant facilities, the County and the Owner agree as follows:

- 5.7.1 Such roads, streets, and appurtenant facilities shall be private roads, streets, and appurtenant facilities and shall remain owned and controlled by the Owner, an appropriate district or a private body organized by the Owner (e.g., an association of property owners with authority to levy assessments against its members for operational costs), with all obligations for the maintenance, repair and replacement of such private roads, streets, and appurtenant facilities, including snow removal, remaining with the Owner, such district or private body organized by the Owner.
- 5.7.2 Emergency access easements will be established over private roads and streets for access by law enforcement, fire and other emergency services. Entrances and exits to and from the Subject Property may be, at Owner's discretion, secured by gates, guard houses or other means, provided that reasonable accommodations are made so that entrances, exits and private roads within the Subject Property are accessible to emergency service vehicles.
- 5.7.3 Neither the Utah Department of Transportation ("UDOT") nor the County shall have any obligations related to any private roads, streets, roadway side swales or drainages and appurtenant facilities, now or in the future, located on the Subject Property, or any portion thereof. Non-public roads and streets shall be constructed in compliance with the applicable Morgan County road construction standards and specifications applicable to private roads and streets.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- 5.7.4 To recognize all established legal public rights-of-way and public rights of access and all other legal accesses over the Subject Property to public or private properties adjacent to the Subject Property, or any portion thereof.

5.8 TRAILS.

5.8.1 PRIVATE TRAILS

- a. Consistent with the vision and goals of the Owner to create a private residential community, there will be no public access trails within the Subject Property. Private trails shall remain owned and controlled by the Owner, or other private body organized by the Owner, with all obligations for the maintenance, repair and replacement of such private trails remaining with the Owner, or other private body organized by the Owner.
- b. The County shall have no obligations related to any private trail, now or in the future, located on the Subject Property, or any portion thereof.

- 5.9 OPEN SPACE. Consistent with the vision and goals of the Owner to create a private residential community, an important element of the Conceptual Land Use Plan is the preservation of significant Open Space areas. The Owner has agreed that approximately 8,500 acres of the Subject Property will be preserved as Open Space, as conceptually identified on the Conceptual Land Use Plan, which includes ski terrain, platted or unplatted open space parcels, and portions of platted lots that include open space that is protected by plat notes or restrictive covenants that cannot be amended. Other areas will be preserved for Open Space uses including trails and to preserve the natural landscapes occurring on the Subject Property.

- 5.9.1 Owner will prepare and submit to the Planning and Development Services Department Director, for review and comment but without requiring official County action an Open Space Management Plan prior to or contemporaneous with the first subdivision application for the Subject Property, other than a subdivision application for the main access road for the Subject Property. The Open Space Management Plan will outline Owner's plan for: forest management, noxious weed management, wildlife habitat management, threatened and endangered species protocols and protections, stream crossing best practices and standards, stream and riparian buffers, etc. The Open Space Management Plan will be created and implemented so as to ensure that Open Space is properly protected. Owner will work closely with the Utah Division of Wildlife Resources to determine their requirements in drafting the plan.
- 5.9.2 To achieve the goals of the Owner to create a private residential community that includes providing areas for active and passive recreational activities, the County and the Owner agree that Open Space areas, as identified by the Conceptual Land Use Plan (Exhibit B) shall be limited to the following uses:
- Conservation of land in its natural state.
 - Passive uses, including but not limited to, sensitive area protection, wildlife habitat, and view protection.
 - Active recreational uses, including but not limited to, ski terrain, golf course, playing

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

- fields, parks and trails.
- Storm water detention and retention areas.
- Above and below grade utility service facilities and easements.
- Wastewater treatment and water supply facilities.
- Roads, streets, and appurtenant facilities, approved as part of a Land Use Application approval.
- Any other use identified as a permitted or conditional use for Open Space areas on Exhibit C.

5.10 WILDLIFE AND WILDLIFE HABITAT PROTECTION

5.10.1 The County agrees to recognize the State of Utah Department of Natural Resources, Division of Wildlife (hereinafter "DWR") as the wildlife and wildlife habitat protection authority for the Subject Property.

5.10.2 The Owner agrees as follows:

- a. To recognize all wildlife habitat protection areas as may be identified by DWR.
- b. To comply with all applicable Local, State, and Federal laws, rules, and regulations for wildlife and wildlife habitat protection as may be applicable to the Subject Property.

5.11 CULTURAL RESOURCES

Owner agrees that its development of the Subject Property will be in compliance with all policies, regulations and processes required by the Utah State Historic Preservation Office (SHPO), subject to Section 106 of the National Preservation Act of 1966 (NHPA), and Utah's cultural resource law under Utah Code Section 9-8-404.

5.12 WATER QUALITY PROTECTION

5.12.1 The County agrees as follows:

- a. To recognize DEQ as the water quality protection authority for the Subject Property, or any portion thereof.
- b. To receive from DEQ any recommendations for water quality protection for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.

5.12.2 The Owner agrees as follows:

- a. To comply with the applicable requirements for water quality protection as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- b. To take all necessary water quality protection actions, as may be required by DEQ.
- c. To adopt all necessary water quality protection best management practices, as applicable, for the Subject Property, or any portion thereof.
- d. To comply with all applicable Local, State, and Federal laws, rules, and regulations for water quality protection as may be applicable to the Subject Property.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

5.13 OTHER REQUIRED ON-SITE AND OFF-SITE FACILITIES AND SERVICES

5.13.1 The County and the Owner mutually agree as follows:

- a. The Owner shall provide written evidence to the County that all other facilities and services required to serve the Subject Property, or any portion or phase thereof, including, but not limited to, solid waste disposal, off-site emergency medical facilities and services, mail, power and natural gas will be provided and available at the required capacities prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- b. The Owner, or applicable service provider, shall provide all other required facilities and services to the Subject Property, or any portion thereof, at no cost to the County.
 - As allowed by the provider, and as applicable, all other facilities and services shall be installed and constructed underground within road and street rights-of-way or legally established easements, and in conformance with all standards, specifications and regulations agreed to by the facility or service provider.
 - If located within a road or street right-of-way, the installation and construction of all other facilities and services shall be completed prior to final road and street construction, as feasible.
 - All required off-site facilities and services required to serve the Subject Property, or any portion thereof, shall be provided by the Owner or service provider, at the capacities required to serve the Subject Property, or any portion thereof, and in compliance with all applicable standards and specifications of all Local, State and Federal laws, rules, and regulations, as may be applicable.
 - The Owner shall have the right to restrict or limit non-emergency public access to the Project and shall have the right to provide private security for the Project.
 - Private ski patrol services may be provided for the Project.
- c. The Owner agrees to fence out livestock from all areas of development on the Subject Property where the Owner reasonably determines that such livestock will present a risk of property damage or bodily injury, including all residential and commercial subdivisions.

SECTION 6: BEST MANAGEMENT PRACTICES

The Owner agrees to apply best management practices to all uses and activities occurring on the Subject Property, and any portion thereof, including but not limited to, the following:

- 6.1. **Geologic Hazards.** The Owner agrees to comply with all applicable requirements of the County related to geologic issues and to establish and to require geologic best management practices, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof including, but not limited to, conducting site specific geologic hazard studies.
- 6.2. **Soil Protections and Erosion Control.** The Owner agrees to establish and require soils and erosion control best management practices, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.
- 6.3. **Avalanche Areas.** While there are no known avalanche areas affecting the Development Areas per the Conceptual Land Use Plan, the Owner and the County agree to cooperate to establish and implement reasonable avalanche prevention and protection best management practices for the Project, which are necessary and consistent with applicable Local, State, and/or Federal laws.
- 6.4. **Fire Protection During Construction.** The risk of wildfire varies depending on local fuels and weather. Owner will engage in best management practices during construction to prevent sparking a fire. Once combustible materials are on-site, fire prevention will include the use of water truck(s) or approved water supply, fire suppression equipment, personnel trained for fire watch suppression and/or other tools, equipment and resources.
- 6.5. **Vegetation Protection.** The Owner agrees to establish and require vegetation best management practices, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.
- 6.6. **Water Quality Protection.** The Owner agrees to establish surface and ground water quality protections, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.
- 6.7. **Air Quality Protection.** The Owner agrees to establish and require air quality protection practices, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.
- 6.8. **Street Lighting.** The Owner may, in its discretion and at Owner's or a service provider's expense, install appropriate street and pedestrian lighting within the Project so long as such lighting complies with the intent of the International Dark Sky standards. Any such street lighting shall

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

remain the responsibility of the Owner, or other service provider, for operation and maintenance, for the Subject Property, or any portion thereof.

- 6.9. Protection of Integrity of Roads, Street, and Appurtenant Facilities. Construction traffic relating to the Owner's development activities on the Subject Property may cause accelerated wear and tear to that portion of Morgan Valley Drive running from the I-84 offramp to the access point of the Subject Property at the Whitear easement (the "Morgan Valley Drive Access"). The Owner will contribute equitably to the cost of one resurfacing of the Morgan Valley Drive Access, at a time reasonably determined by the County and the Owner. The Owner's share of such costs shall be determined by traffic counts on the Morgan Valley Drive Access by the Owner and its contractors during a representative period in relation to the total traffic counts on the Morgan Valley Drive Access during such period. As a condition to the approval of the first subdivision plat for any portion of the Subject Property the County shall have the right to require the Owner to post a bond or other security reasonably acceptable to the County, in an amount that is a reasonable estimate of the Owner's share of the cost such resurfacing.

SECTION 7: FEES

- 7.1. **Wasatch Peaks Ranch Project Improvement Fee.** The Owner may establish a reinvestment fee covenant that obligates a future buyer or seller of real property within the Subject Property to pay a common interest association, upon and as a result of a transfer of such real property, a fee that is dedicated to benefitting the Subject Property. Any such reinvestment fee covenant shall be established in compliance with Section 57-1-46 of the Utah Code. Such fee is proposed by the Owner for the purposes of providing and maintaining certain resort facilities and other project improvements located within the Subject Property boundary and for other purposes that benefit the Project as allowed by Utah law. The establishment of any reinvestment fee covenant by the Owner does not obligate the County in any way and shall be established by the Owner without exercising any authorities of the County.
- 7.2. **Impact or Similar Fees.** During the term of this Development Agreement, the County will not impose any new impact fees, system development fees, facilities fees, or similar fees or assessments (collectively "Fees") on the Subject Property or increase any such Fees which are in effect as of the date hereof and applicable to the Subject Property unless such Fees are generally applicable on a County-wide basis to all use classifications of a similar nature within the County (for example, applicable to all residential uses within the County) and do not apply (or have the impact of applying) exclusively or primarily to the Subject Property or discriminate against the Subject Property or uses within the Project, unless the Owner agrees in writing to such new or increased Fee as it applies to the Subject Property.
- 7.3 **Service Fees.** WPR recognizes that the scope of the Project will place added pressure on County services provided in reviewing and processing development applications, permits and development activity. The Project will also generate significant new revenue to the County in the form of application and permit fees. To the extent that such fees are insufficient to cover the added costs of processing the development of WPR, the Owner is willing to work with the County to determine an appropriate means of addressing any shortfall, so long as the Owner is not being asked to pay for costs relating to other development or other County activities unrelated to the Subject Property.

SECTION 8: SPECIAL ASSESSMENT AREAS, LIMITED PURPOSE GOVERNMENT ENTITIES, INTERLOCAL AGREEMENTS AND COMMUNITY AND ECONOMIC DEVELOPMENT AREAS

- 8.1. Other Limited Purpose Governmental Entities.** Subject to the completion of necessary feasibility studies, as mutually agreed by the County and the Owner and conducted by an independent consultant, with expertise, jointly selected by the County and the Owner and funded by the Owner, that identifies the benefits and obligations to the County and the Owner, the County agrees:
- 8.1.1.** To discuss and cooperate with the Owner regarding establishing one or more special service districts, improvement districts, service areas, or other limited purpose governmental entity, as provided and authorized by Utah law, for the purposes of providing required services to the Subject Property, or portions thereof.
 - 8.1.2.** Such special service districts, improvement districts, service areas, or other limited purpose governmental entity may be established with respect to the Subject Property, and other nearby property that the owner(s) thereof elect to submit to such district or other governmental entity, including, but not limited to culinary water, sanitary sewer, storm drainage and flood control, parks and recreation, solid waste, transportation facilities, street maintenance and lighting, emergency medical, fire protection and public safety; provided, however, any and all such service districts or areas shall not create any financial liabilities for the County, except as may be expressly authorized by the County at the time of their creation.
 - 8.1.3.** To reserve its rights under applicable Utah law to decide whether to exercise its authority to establish formally any special service districts, improvement districts, service areas, or other limited purpose governmental entity for the Subject Property, or any portion thereof, which rights shall not be unreasonably exercised.
 - 8.1.4.** The County agrees not to protest the establishment of any special service district, improvement district, service area, or other limited purpose governmental entity, that includes the Subject Property and other property included with the consent of the owner(s) thereof, determined necessary by the Owner, and directed to the benefit of the Subject Property so long as such district or area not create any financial liabilities for the County, except as may be expressly authorized by the County.
- 8.2 Public Infrastructure District.** Notwithstanding anything to the contrary on this Section 8, the County and Owner specifically agree and acknowledge that the Owner shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Chapter 2a, Part 12 of the Public Infrastructure District Act, (the "PID Act") as determined by Owner, in order to implement and facilitate the financing, construction and operation of public infrastructure for the Subject Property. Subject to the provisions of the PID Act, the County and Owner agree to continuing cooperation in connection with the formation

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

and operation of Public Infrastructure Districts in order to accommodate development circumstances, to fund, construct and/or provide public facilities and services set forth in this Development Agreement or otherwise required in connection with the development of Wasatch Peaks Ranch, including but not limited to streets, water, sewer and drainage, within or otherwise serving all or a portion of the Subject Property. The County agrees that it will exercise any rights reserved to the County under the PID Act in connection with the establishment or operation of any Public Infrastructure District for the Subject Property in accordance with the requirements of the PID Act, or any portion thereof. The County agrees that any obligation set forth in this Development Agreement for the financing and construction of public improvements which are required to serve the Subject Property, which will be owned by the County, a Public Infrastructure District or other limited purpose governmental entity may be undertaken, performed and completed by a Public Infrastructure District, subject to the requirements of the PID Act and the approval of the County consistent therewith. Any Public Infrastructure District created for the Subject Property, or any portion thereof, shall not create any financial liabilities for the County.

- 8.3 Interlocal Agreements. The County agrees to reasonably cooperate with the Owner regarding the establishment of one or more interlocal cooperation agreements, as provided and authorized by Utah law, for the purposes of providing cooperation and coordination by and between any political subdivision of the State of Utah, special assessment areas, special service districts, improvement districts, limited purpose local government entities, provided that such interlocal agreements do not create any financial liabilities for the County unless the County is a party to the interlocal cooperation agreement and the County expressly approves and authorizes such financial liabilities. The County expressly reserves its rights under applicable Utah law to decide whether to exercise its authorities to enter into any interlocal cooperation agreements, which rights shall not be unreasonably exercised.

SECTION 9: GENERAL TERMS AND CONDITIONS

9.1. INCORPORATION OF EXHIBITS

9.1.1. All Exhibits, as attached hereto, are incorporated into this Development Agreement by this reference.

9.2. AUTHORITY

9.2.1. The Owner warrants and represents that the Owner owns or controls all right, title and interest in and to all property located within the Subject Property and that no portion of said property, or any right, title, or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual.

9.2.2. The Owner warrants and represents that to the best of its knowledge no portion of the property located within the Subject Property is subject to any lawsuit or pending legal claim of any kind.

9.3. MUTUAL DRAFTING.

9.3.1. Both the County and the Owner have participated in drafting this Development Agreement and therefore no provision of this Development Agreement shall be construed for or against the other based on whether the County or the Owner drafted any particular portion of this Agreement.

9.4. GOVERNING LAW AND COURT REVIEW

9.4.1. This Development Agreement shall be governed by and construed in accordance with the laws of the County and the State of Utah.

9.4.2. The County and the Owner may enforce the terms of this Development Agreement as allowed by State and Federal laws.

9.4.3. An interpretation or evaluation of any provision of this Development Agreement by a court of competent jurisdiction shall be made by considering this Development Agreement in its entirety. No provision shall be interpreted or evaluated separately or in isolation from all other provisions of this Development Agreement for the purposes of determining compliance with applicable State and Federal law.

9.5. ENTIRE AGREEMENT AND AMENDMENT

9.5.1. This Development Agreement, together with all Exhibits hereto, constitutes the entire Development Agreement. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this agreement or subsequent amendments hereto.

9.5.2. Development Agreement Amendments; Major vs. Minor Amendments.

- a. **Major Amendment.** The term "Major Amendment" means any change to this Development Agreement that: (i) constitutes an amendment to the County General Plan, (ii) changes the zoning designation of the Subject Property, (iii) modifies the Table of Permitted Uses, or (iv) modifies the boundaries of a

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

designated Development Area and results in a net addition of more than 100 acres to such Development Area. Minor Amendment. The term "Minor Amendment" means any amendment to this Development Agreement that does not constitute a Major Amendment.

- b. The County and Owner agree that any Major Amendment to this Development Agreement, including any Exhibits hereto, shall only be made by following the procedures and notice required for an amendment to a County Land Use Ordinance, as required by the Ordinances of the County.
- c. The County and Owner agree that any Minor Amendment to this Development Agreement, including any Exhibits hereto, may be submitted to the Land Use Authority designated in Section 9.7.2 for review and approval, without the need for a public hearing. Upon approval of any Minor Amendment by the Land Use Authority, the amendment shall be recorded in the Office of the Morgan County Recorder.

9.6. RESERVED POLICE AND LEGISLATIVE POWERS

- 9.6.1. Subject to Section 9.13, Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify the Developers' vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal.
- 9.6.2. Nothing contained in this Development Agreement constitutes a waiver of any governmental immunity and protections afforded the County by State or Federal law.

9.7. ADMINISTRATIVE INTERPRETATIONS AND ACTIONS

- 9.7.1. The singular includes the plural; the male gender includes the female; "shall" is mandatory, "may" is permissive.
- 9.7.2. In the event of a question of interpretation of any provision or requirement of this Development Agreement, the Planning and Development Services Department Director or other County staff member or administrative body designated by ordinance to interpret land use ordinances generally in the County, is hereby designated as the Land Use Authority to consider the provision or requirement that is the subject of interpretation. The Land Use Authority, after full and reasonable consideration, shall issue an opinion as to the correct interpretation.
- 9.7.3. The Planning and Development Services Department Director, is identified as the County representative with the responsibility to interpret and administer this Development Agreement on behalf of the County. The Planning and Development Services Department Director, or the Director's designee, is authorized to take the administrative actions necessary to efficiently carry out and implement this Development Agreement on behalf of the County.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

9.7.4. The administrative actions of the Planning and Development Services Department Director, provided by Section 9.7.4 shall not be interpreted or have the effect of constituting an amendment to this Development Agreement.

9.8. DEVELOPMENT AGREEMENT TO RUN WITH THE LAND

9.8.1. Within thirty (30) business days of approval by the County Council this Development Agreement shall be recorded in the Office of the Morgan County Recorder against the Subject Property, as described in Exhibit A, and shall run with the land, and shall be binding on the Owner, and all future successors and assigns of the Owner in any portion of the Subject Property. The benefits of this Development Agreement shall inure to successors-in-interest and subsequent owners, subject to transfer and assignment in accordance with Section 9.9.

9.9. ASSIGNMENT

9.9.1. The Owner shall not assign this Development Agreement, or any provisions, terms, or conditions hereto to another party, individual, or entity without assigning the rights as well as the obligations, and without the prior written consent of the County Council, which shall not be unreasonably withheld or delayed. Said assignment shall be subject to review by the County, which is intended to provide assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Development Agreement. Any proposed assignee who possesses the financial wherewithal and sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement shall be a permitted assignee, and the assigning Owner shall be released of all duties and obligations under this Development Agreement relating to that portion of the Subject Property transferred to an approved assignee. . If the County reasonably determines that the assignee does not have the financial wherewithal or sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement, a portion of this Development Agreement may still be assigned to such assignee but the Owner shall remain responsible for the performance of all obligations of this Development Agreement. Consent of the County Council shall not be required if such assignment is to a corporate affiliate of Owner. . No sale to the purchaser of an individual lot or a residential dwelling unit on the Subject Property shall require the consent of the County, and no sale to the developer of multiple lots or other development parcels or areas on the Subject Property shall require the County's consent if the selling/assigning Owner elects to remain liable for the performance of the Owner's duties and obligations hereunder with respect to the property being transferred.

9.9.2. Consistent with Section 9.9.1 the Owner shall not sell, transfer, or assign the Subject Property, or any portion thereof, to another party, individual or entity (other than a transfer to a purchaser of a residential lot with the Subject Property for the purpose of constructing a residential dwelling unit thereon or to the purchaser of a residential dwelling unit within the Subject Property) without the transfer of the uses and densities allowed, and all improvement, open space and trails obligations within the Subject Property, or any portion thereof. At the time of approval of the assignment to the new owner the Owner shall provide to the County a notice showing the new ownership, the

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

uses and densities, infrastructure, open spaces, trails and all other services and obligations being transferred, and the uses and densities remaining with the Owner.

- 9.9.3. If the Subject Property, or any portion thereof, is assigned to another party, individual or entity the Owner agrees that such assignment shall identify in writing the Assignee is subject to all provisions of this Development Agreement.
- 9.9.4. Notwithstanding Subsections 9.9.1, 9.9.2 and Section 9.9.3 this Section shall not prohibit the Owner from borrowing against the Subject Property, or any portion thereof.
- 9.9.5. A lender, who may acquire the Subject Property, or any portion thereof, shall constitute an approved assignee, without a requirement to obtain the specific consent or approval of the County, but such assignee shall be subject to all other provisions of this Development Agreement applicable to the property being acquired.

9.10. PERFORMANCE AND REMEDIES

9.10.1. Performance by the County and the Owner of their respective duties, as identified and required herein, is the essence of this Development Agreement. The County and the Owner agree to perform their respective duties with all due diligence in a timely manner. In the performance of this Development Agreement, the County and the Owner agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval or act required or necessary to the good faith performance of this Development Agreement. The County will use reasonable efforts to expedite all of the County development regulatory processes to the extent necessary for the timely development and construction of the improvements within the Subject Property, including but not limited to processes, procedures and inspections for construction and final acceptance of public improvements, and the review and processing of each land use application, land use permit and building permit applications within a reasonable period of time and without undue delay. If and to the extent that the Management Code establishes time periods applicable to the County's review and processing of land use applications, land use permits and building permit applications, the County shall comply with such time periods.

9.10.2. In the event of a default of any duty by the County or the Owner under the terms of this Development Agreement, then, any non-defaulting party may deliver to the defaulting party notice of such default at the address specified herein. Thereafter, the defaulting party shall have thirty (30) days from and after receipt of such notice to cure such default. If such default cannot be cured within such thirty (30) day period the defaulting party, within such thirty (30) day period, may give notice that it is actively and diligently pursuing such cure, and the defaulting party shall have a reasonable period of time following the end of such thirty (30) day period to cure such default, provided such defaulting party is at all times within such additional time period actively, diligently, and in good faith, pursuing such cure. If such default is not cured as provided herein, the non-defaulting party shall have the right, without prejudice, to performance, or any other rights or remedies that may be available under County, State or Federal laws except that no party shall have the right to recover special, consequential, punitive or exemplary damages.

9.10.3. In the spirit of the timely and efficient resolution of any default of any duty by the County or the Owner, required by this Development Agreement, the County and the

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

Owner mutually agree to meet and confer to discuss the default and, if possible, reach a mutually agreeable default resolution before exercising their respective rights, as provided by Section 9.10. 2.

9.11. FORCE MAJEURE

9.11.1. If the County or the Owner is delayed in the performance of any of its obligations under this Development Agreement because of an event beyond the control of the County or the Owner, the time for performance of any obligations shall be extended for the period lost because of the event.

9.12. APPEALS

9.12.1. In the event of an appeal being brought related to the legislative approval of this Development Agreement the procedures for the Appeal of a legislative decision of the County Council shall apply.

9.12.2. In the event of an appeal being brought related to any matter of interpretation, administration, or any other decision related to this Development Agreement, the procedures, as established and provided by the County for the Appeal of an administrative decision of a County Land Use Authority, as applicable, shall apply.

9.13. TERM OF DEVELOPMENT AGREEMENT

9.13.1. This Development Agreement shall have an initial term of twenty-five (25) years from the date of recordation. This Development Agreement will be extended for an additional period of fifteen (15) years provided that development activities on the Subject Property pursuant to the Conceptual Land Use Plan, as may be amended, is ongoing and has not been completed and the Owner is not then in material default of the terms and provision of this Development Agreement.

9.13.2. This Development Agreement will terminate with a finding by the County Council that all obligations and responsibilities of this Development Agreement have been completed. The Owner shall provide written notice to the County that the Conceptual Land Use Plan is complete. Upon a finding by the County Council that the Conceptual Land Use Plan is complete, and all obligations and responsibilities have been completed, the Morgan County Clerk shall record a notice in the Office of the Morgan County Recorder that this Development Agreement has been fully performed and has been terminated.

9.13.3. Provisions of this Development Agreement that relate to the continued operation of the Subject Property, or portion thereof, and the Conceptual Land Use Plan shall continue and shall survive after termination.

9.13.4. Development of the Project requires Owner to make substantial upfront capital investment in facilities, including the access roads, streets, water, sewer, drainage and recreational facilities, as well as other infrastructure improvements required by this Development Agreement. Given the scope and scale of the Project, much of such infrastructure will serve multiple phases of the development and the recoupment of such investment by Owner will occur incrementally as development of the Project progresses. The Owner's investment and commitment to develop the Project is dependent on

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

assurance that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the Conceptual Land Use Plan will not be unilaterally imposed by the County. During the term of this Development Agreement, neither the Conceptual Land Use Plan or this Development Agreement shall be subject to any limitation or restriction on the number of building permits that may be issued for the construction of residential dwelling units in any calendar year, and the County shall not take any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Subject Property in accordance with the Conceptual Land Use Plan, nor shall the County unilaterally amend the Conceptual Land Use Plan, except the following actions shall not be precluded during the term of this Development Agreement ("Permitted Actions"): (i) the enforcement and application of the County regulations in effect as of the date of this Development Agreement except to the extent that this Development Agreement constitutes an amendment of such County regulations; (ii) the enforcement and application of County regulations in effect at any point in time during the term of this Development Agreement which are generally applicable to the Subject Property and all other residential and mixed use property within the County, development, or construction within the County, except as expressly provided in this Development Agreement or in the Conceptual Land Use Plan; (iii) the enforcement and application of County regulations to which Owner consents; or (iv) the imposition of state or federal regulations which are beyond the control of the County as reasonably determined by the County. Prior to expiration of the term of this Agreement, Owner shall have the right to undertake and complete the development and use of the Subject Property in accordance with this Development Agreement and the Conceptual Land Use Plan and without any maximum square footage limitation on the floor area of single-family residential dwellings.

9.14. SEVERABILITY

9.14.1. If any part or provision of this Development Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such judgment shall not affect the other parts or provisions of this Development Agreement, all of which shall in full force and effect.

9.15. NO THIRD-PARTY RIGHTS

9.15.1. Nothing contained herein shall be deemed or construed to create any third-party rights.

9.16. REGULAR COUNTY - OWNER COMMUNICATIONS

9.16.1. At least once per year during the term of this Development Agreement, and at other times as determined necessary by the County Council and/or the Owner, an authorized representative of the Owner shall provide the County Council, at a regular meeting, an "in-person" Wasatch Peaks Ranch project progress and construction update.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

9.17. NOTICE

- 9.17.1. Reasonable advance notice shall be provided to the Owner for all Public Hearings and all Public Meetings of the County and related to any provision of this Development Agreement.
- 9.17.2. All notices required by this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail or nationally recognized overnight courier service to the following addresses:
 - a. To the County: Chair, Morgan County Council, c/o Morgan County Clerk 48 West Young Street, Morgan, Utah, 84050.
 - b. To the Owner: Wasatch Peaks Ranch, LLC, 136 E. South Temple, Suite 2425, Salt Lake City, Utah 84111.
- 9.17.3. A Notice shall be effective on the fifth business day after the notice is postmarked for mailing, postage prepaid, by Certified United States Mail or upon delivery to the intended recipient by nationally recognized courier service. The parties may change addresses for the purposes of receiving notice as required by this Section, by giving written notice in accordance with the provisions of this Section.

9.18. RECORDATION

- 9.18.1. As provided by Section 9.7 this Development Agreement shall be recorded in the Office of the Morgan County Recorder.
- 9.18.2. All Exhibits shall be maintained on file in the Office of the County Clerk and County's Department of Planning and Development Services.
- 9.18.3. Copies of the recorded Development Agreement, and all Exhibits, shall be provided to the Planning and Development Services Director, County Attorney, and Owner.

9.19. ENTIRE AGREEMENT

- 9.19.1. The Development Agreement constitutes the full and complete agreement of and between the County and the Owner. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this Development Agreement or subsequent amendments hereto.

9.20. AUTHORITY TO EXECUTE

- 9.20.1. Each signatory to this Development Agreement represents and warrants that they possess the lawful authority and authorization from their respective entities to execute this Development Agreement.

WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

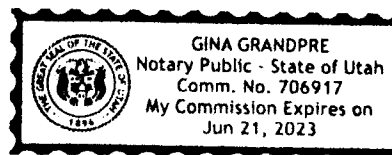
THE PARTIES, BY THEIR AUTHORIZED REPRESENTATIVES, EXECUTE THIS DEVELOPMENT THIS 30 DAY OF Oct., 2019.

COUNTY COUNCIL OF MORGAN COUNTY, STATE OF UTAH

By: Roland Haslam N on behalf of Morgan County Council.

The foregoing instrument as acknowledged before me this 30th day of October, 2019 by Roland Haslam, Member County Council of Morgan County, State of Utah.

Gina Grandpre
Notary Public



My commission expires: June 21, 2023

Residing at: Morgan, Utah

ATTEST:

Stacy Metzger
MORGAN COUNTY CLERK

APPROVED AS TO FORM:

James L. Jamies
MORGAN COUNTY ATTORNEY

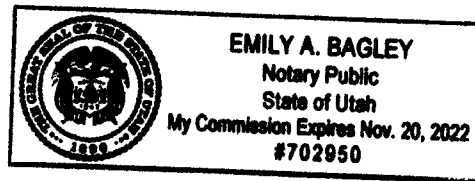
WASATCH PEAKS RANCH DEVELOPMENT AGREEMENT

OWNER, Wasatch Peaks Ranch, LLC.

By: [Signature]
AUTHORIZED SIGNATORY

The foregoing instrument as acknowledged before me this 6th day of November, 2019 by Ed Schultz, as Authorized Signatory for Wasatch Peaks Ranch, LLC.

[Signature]
Notary Public



My commission expires: 11-20-2022

Residing at: Toweles County Utah

Exhibit A: Subject Property Legal Description**PSOMAS**

4179 Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777

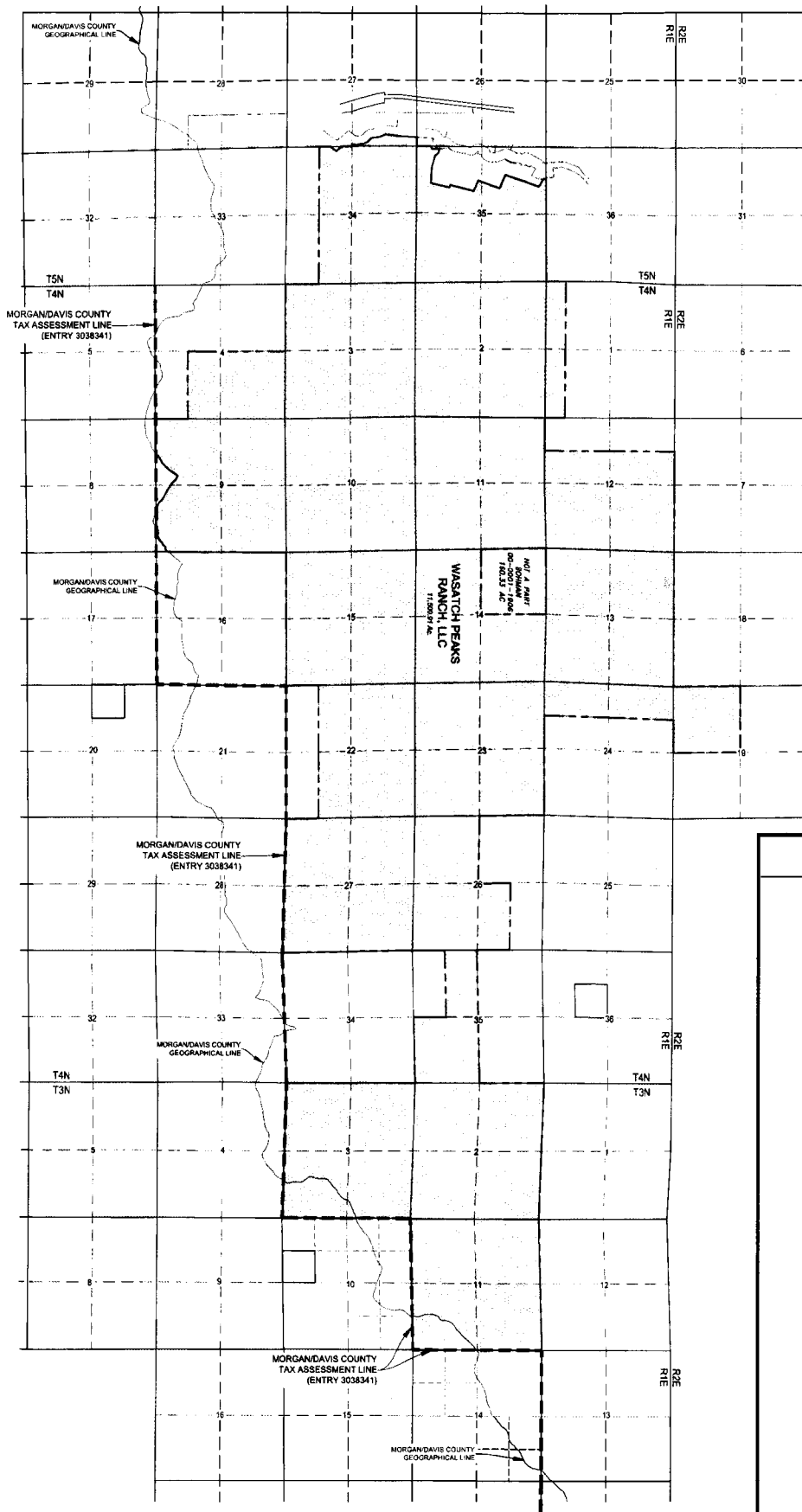
Wasatch Peaks Ranch, LLC
Property South of the Gateway Canal (03/01/2019)

A tract of land located in Sections 27, 34 and 35 of Township 5 North, Range 1 East, Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 22, 23, 24, 26, 27 and 35 of Township 4 North, Range 1 East, the Northwest Quarter of Section 19, Township 4 North Range 2 East and Sections 2, 3 and 11 of Township 3 North, Range 1 East Salt Lake Base and Meridian., Morgan County, Utah, said tract being more particularly described as follows:

Beginning at the Northwest Corner of said Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian and running thence, along the north line of said Section 35, South 89°27'09" East 599.96 feet to the land condemned for the Gateway Canal in Book R of deeds, Pages 119 through 122 and the land deeded to Weber Basin Water Conservancy District in Book 292 at Page 1337 and Book 297 at Page 794; thence, along the said Weber Basin Water Conservancy District land and Gateway Canal the following sixteen (16) courses: 1) South 0°02'27" East 100.00 feet; 2) South 89°27'08" East 342.77 feet; 3) South 16°51'46" West 184.70 feet; 4) South 61°03'35" West 146.60 feet; 5) South 17°38'14" West 525.18 feet; 6) South 03°23'01" West 605.82 feet; 7) South 77°11'13" East 777.08 feet; 8) North 19°14'48" East 105.30 feet; 9) South 76°00'27" East 1,000.39 feet; 10) North 23°37'19" East 445.13 feet; 11) South 71°17'20" East 928.88 feet; 12) North 23°28'35" East 561.30 feet; 13) South 71°29'49" East 1,458.42 feet; 14) North 32°17'18" East 347.72 feet; 15) easterly 61.24 feet along the arc of a 680.00 foot non-tangent curve to the left, through a central angle of 5°09'35", (chord bears North 87°39'44" East 61.22 feet), 16) North 85°04'56" East 47.50 feet to the east line of said Section 35, Township 5 North, Range 1 East; thence, along said east line, South 00°05'04" East 4,026.96 feet to the Northwest Corner of said Section 1, Township 4 North, Range 1 East; thence, along said north line, South 89°40'39" East 808.50 feet; thence South 00°27'25" West 5,413.58 feet to the south line of said Section 1; thence, along said south line, North 89°45'46" West 808.49 feet to the Northwest Corner of said Section 12, Township 4 North, Range 1 East; thence, along the west line of said Section 12, South 00°11'58" West 1,320.00 feet to the south line of North Half of the North Half of said Section 12; thence, along said south line, South 89°41'38" East 5,313.91 feet to the east line of said Section 12; thence, along said east line, South 00°11' 22" West 1,326.37 feet to the East Quarter Corner of said Section 12, thence, continuing along said east line, South 00°11'24" West 2,662.32 feet to the Northeast Corner of said Section 13, Township 4 North, Range 1 East; thence, along the east line of said Section 13, South 00°09'33" West 5,360.38 feet to the Northwest Corner of said Section 19, Township 4 North, Range 2 East, thence, along the north line of said Section 19, North 89°27'31" East 2,730.99 to the North Quarter Corner of said Section 19; thence, along the east line of the northwest quarter of said Section 19, South 00°03'37" East 2,637.79 feet to the south line of the northwest quarter of said Section 19; thence, along said south line, South 89°25'07" West 2,739.67 feet to the East Quarter Corner of said Section 24, Township 4 North, Range 1 East; thence, along the east line of said Section 24, North 00°07'41" East 1,319.90 feet to the south line of the north half of the north half of said Section 24; thence, along said south line, North 88°04'34" West 5,279.87 feet

to the east line of said Section 23, Township 4 North, Range 1 East; thence, along said east line, South 00°01'33" West 1,315.89, to the East Quarter Corner of said Section 23; thence, continuing along the east line of said Section 23, South 00°01'33" West 2,669.07 feet to the Southeast Corner of said Section 23; thence, along the south line of said Section 23, South 89°27'47" West 2,638.30 feet to the North Quarter Corner of said Section 26 T4N, R1E; thence, along the east line of the northwest quarter of said Section 26, South 00°58'38" West 2,662.65 feet to the center of said Section 26, Township 4 North, Range 1 East; thence, along the north line of the southeast quarter of said Section 26, North 89°36'45" East 1,324.93 feet to east line of the west half of the southeast quarter of said Section 26; thence, along said east line, South 00°51'17" West 2,665.96 feet to the south line of said Section 26; thence, along said south line, South 89°45'39" West 1,330.56 feet to the South Quarter Corner of said Section 26; thence South 01°13'13" East 5327.16 feet to the South Quarter Corner of said Section 35 T4N, R1E; thence, along the south line of said Section 35, South 89°58'36" East 2634.39 feet to the Northeast Corner of Section 2, T3S, R1E; thence along the east line of said Section 2, South 02°11'27" West 5359.87 feet (*record = South 01°58' West 81.18 chains*), more or less, to the Northeast Corner of Section 11, T3N, R1E; thence, along the east line of said Section 11, South 01°27'28" East 5298.60 feet (*record = South 01°42' East 80.26 chains*), more or less, to the Southeast Corner of said Section 11; thence, along the south line of said Section 11, North 89°44'07" West 5285.28 feet (*record = North 89°57' West 80.08 chains*), more or less, to the Southwest Corner of said Section 11; thence, along the west line of said Section 11, North 01°09'07" West 5295.84 feet (*record = North 01°22' West 80.24 chains*), more or less, to the Southeast Corner of Section 3, T3N, R1E; thence, along the south line of said Section 3, North 89°46'07" West 5244.68 feet (*record = North 89°59' West 79.60 chains*), more or less, to the Southwest Corner of said Section 3; thence, along the west line of said Section 3, North 01°46'18" East 5331.73 feet (*record = North 01°35' East 80.85 chains*), more or less, to the Northwest Corner of said Section 3; thence, along the north line of said Section 3, South 89°51'40" East 2637.73 feet to the North Quarter Corner of said Section 3; thence, continuing along the said north line of Section 3, South 89°53'03" East 2634.50 feet, to the Southwest Corner of Section 35, T4N, R1E; thence, along the west line of said Section 35, North 01°30'19" West 2656.38 feet to the West Quarter Corner of said Section 35; thence, along the north line of the Southwest Quarter of said Section 35, North 89°54'25" East 1324.01 feet, to the west line of the east half of the Northwest Quarter of Section 35; thence, along the said west line, North 01°21'46" West 2659.61 feet, to the south line of Section 26, T4N, R1E; thence, along the said south line, South 89°45'39" West 1330.56 feet to the Southeast Corner of said Section 27, Township 4 North, Range 1 East; thence, along the south line of said Section 27, South 89°00'27" West 2,655.30 feet to the South Quarter Corner of said Section 27; thence, continuing along said south line, South 89°00'27" West 2,655.30 feet to the Southwest Corner of said Section 27; thence, along the west line of said Section 27, North 01°28'49" East 5,314.29 feet to the Northwest Corner of said Section 27; thence, along said north line, North 89°01'14" East 1,321.75 feet to the west line of the east half of the west half of said Section 22, Township 4 North, Range 1 East; thence, along said west line, North 00°05'50" West 5312.13 feet to the south line of said Section 15, Township 4 North, Range 1 East; thence, along the said south line, South 89°02'14" West 1,320.83 feet to the Southwest Corner of said Section 15; thence, along the west line of said Section 15, North 00°05'39" West 5312.52 feet to the Southeast Corner of said Section 9, Township 4 North, Range 1 East; thence, along said south line, North 89°42'37" West 4,824.90 feet to where said south line crosses the top of the mountain; thence, along the top of the mountain the following nineteen (19) courses: 1) North 63°52'18" West 29.02 feet, 2) North 76°43'01" West 39.61 feet, 3) North 61°14'43" West 25.60 feet, 4) North 39°27'22" West 23.03 feet, 5) North 03°40'41" West 47.37 feet, 6) North 22°40'41" West 36.47 feet, 7) North 09°27'25" West 23.48 feet, 8) North 09°44'47" East 48.90 feet, 9) North 45°30'50" West 53.85 feet, 10)

North 54°08'15" West 77.08 feet, 11) North 20°19'51" West 90.11 feet, 12)
 North 50°06'34" West 103.87 feet, 13) North 30°58'31" West 196.36 feet, 14)
 North 10°42'44" West 54.53 feet, 15) North 06°30'04" East 56.90 feet, 16) North 08°14'34" East
 74.77 feet, 17) North 09°49'45" West 80.92 feet, 18) North 27°17'17" West 58.91 feet, 19)
 North 44°32'48" West 55.75 feet to the west line of said Section 9; thence, along said west line,
 North 00°36'55" West 747.66 feet to the afore said top of the mountain; thence, along said top
 of the mountain, the following twelve (12) courses: 1) North 19°00'58" East 119.93 feet, 2)
 North 30°36'05" East 150.40 feet, 3) North 46°35'55" East 224.76 feet, 4) North 29°59'34" East
 306.25 feet, 5) North 30°40'16" East 337.88 feet, 6) North 48°06'58" East 117.76 feet, 7)
 North 43°19'09" East 150.38 feet, 8) North 27°49'42" East 183.94 feet, 9) North 55°32'25" West
 389.50 feet, 10) North 46°31'04" West 380.82 feet, 11) North 30°43'15" West 333.30 feet, 12)
 North 60°14'27" West 157.19 feet to the afore said west line of Section 9, thence, along said
 west line, North 00°36'55" West 1,431.15 feet to the north line of said Section 9; thence, along
 said north line, South 89°57'29" East 1,344.24 feet to the west line of the east half of the
 southwest quarter of said Section 4, Township 4 North, Range 1 East; thence, along said west
 line, North 00°18'57" West 2,658.65 feet to the north line of the southwest quarter of said
 Section 4; thence, along said north line, North 89°47'24" East 1,320.18 feet to the northwest
 quarter of the northeast quarter of said Section 4; thence, along the north line of the said
 northeast quarter of Section 4, North 89°47'24" East 2,667.70 feet to the West Quarter of said
 Section 3, Township 4 North, Range 1 East; thence, along the west line of said Section 3,
 North 00°07'26" East 2,676.19 feet to the Northwest Corner of said Section 3; thence, along the
 north line of said Section 3, North 89°31'45" East 1,362.10 feet to the west line of the east half
 of the west half of said Section 34, Township 5 North, Range 1 East; thence, along the said
 west line, North 00°13'30" East 5,411.31 feet to the north line of said Section 34; thence, along
 said north line, North 89°16'20" East 453.61 feet to the aforesaid land conveyed to Weber Basin
 Water Conservancy District; thence, along said land conveyed to Weber Basin Water
 Conservancy District, the following two (2) courses: 1) South 53°22'40" East 297.66 feet, 2)
 North 49°44'20" East 283.70 feet to the aforesaid north line of Section 34; thence, along said
 north line, North 89°16'20" East 417.40 feet to the South Quarter Corner of said Section 27,
 Township 5 North, Range 1 East; thence, along the west line of the southeast quarter of said
 Section 27, North 00°18'58" East 95.17 feet to the aforesaid land conveyed to Weber Basin
 Water Conservancy District; thence, along said land conveyed to Weber Basin Water
 Conservancy District, the following twelve (12) courses: 1) easterly 236.17 feet along the arc of
 a 350.00 non-tangent radius curve to the left, through a central angle of 38°39'44", (chord bears
 South 79°23'30" East 231.72 feet); 2) North 81°16'38" East 259.80 feet, 3) northeasterly
 232.22 feet along the arc of a 350.00 foot radius curve to the left, through a central angle of
 38°00'57", (chord bears North 62°16'07" East 227.99 feet), 4) North 43°15'38" East 153.09 feet,
 5) northeasterly 35.15 feet along the arc of a 50.00 foot radius curve to the right, through a
 central angle of 40°16'44", (chord bears North 63°24'16" East 34.43 feet), 6)
 North 83°32'38" East 254.70 feet, 7) easterly 116.38 feet along the arc of a 350.00 foot radius
 curve to the left, through a central angle of 19°03'03", (chord bears North 74°01'10" East
 115.84 feet, 8) North 64°29'38" East 189.48 feet, 9) easterly 28.15 feet along the arc of a 50.00
 foot radius curve to the right, through a central angle of 32°15'27", (chord bears
 North 80°37'55" East 27.78 feet, 10) South 83°14'22" East 676.10 feet, 11) easterly 59.57 feet
 along the arc of a 1150.00 foot radius curve to the left, through a central angle of 2°58'05",
 (chord bears South 84°43'19" East 59.56 feet), 12) South 86°12'22" East 553.41 feet to the east
 line of said Section 27 T5N R1E; thence, along said east line, South 00°06'34" West 358.28 feet
 to the Point of Beginning.



SERIAL NUMBER
01-003-002
01-003-003
01-003-004
07-008-0001
01-004-007
01-004-008
01-004-009
01-004-010
01-004-012
01-004-013
01-004-014
01-004-015
01-004-019
01-004-020
01-004-022
01-004-023
01-004-024
01-004-040
01-004-041
01-004-047
01-004-262
01-005-071
01-005-072
01-004-149
01-004-142

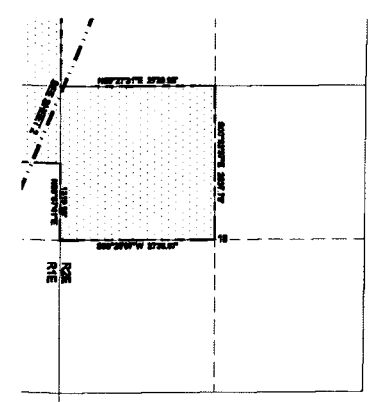
3 1

SRV
SRV
JT

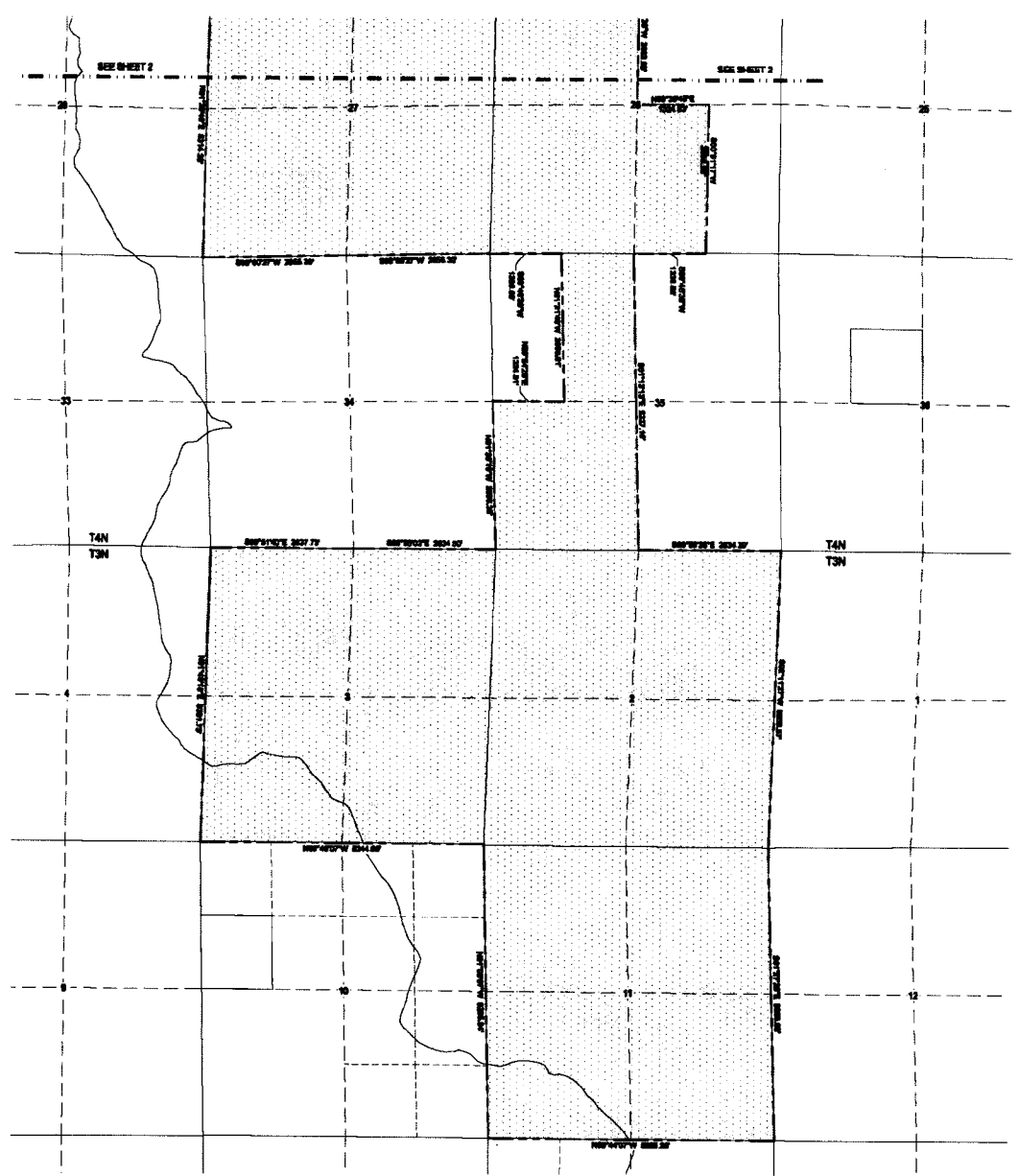
PSOMAS
 4179 Riverbend Road, Suite 200
 Salt Lake City, Utah 84143
 (801) 270-5777 (801) 270-5782 (FAX)

EXHIBIT
WPR PROPERTY SOUTH OF CANAL
MORGAN COUNTY, UTAH

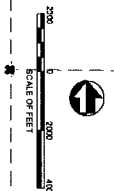
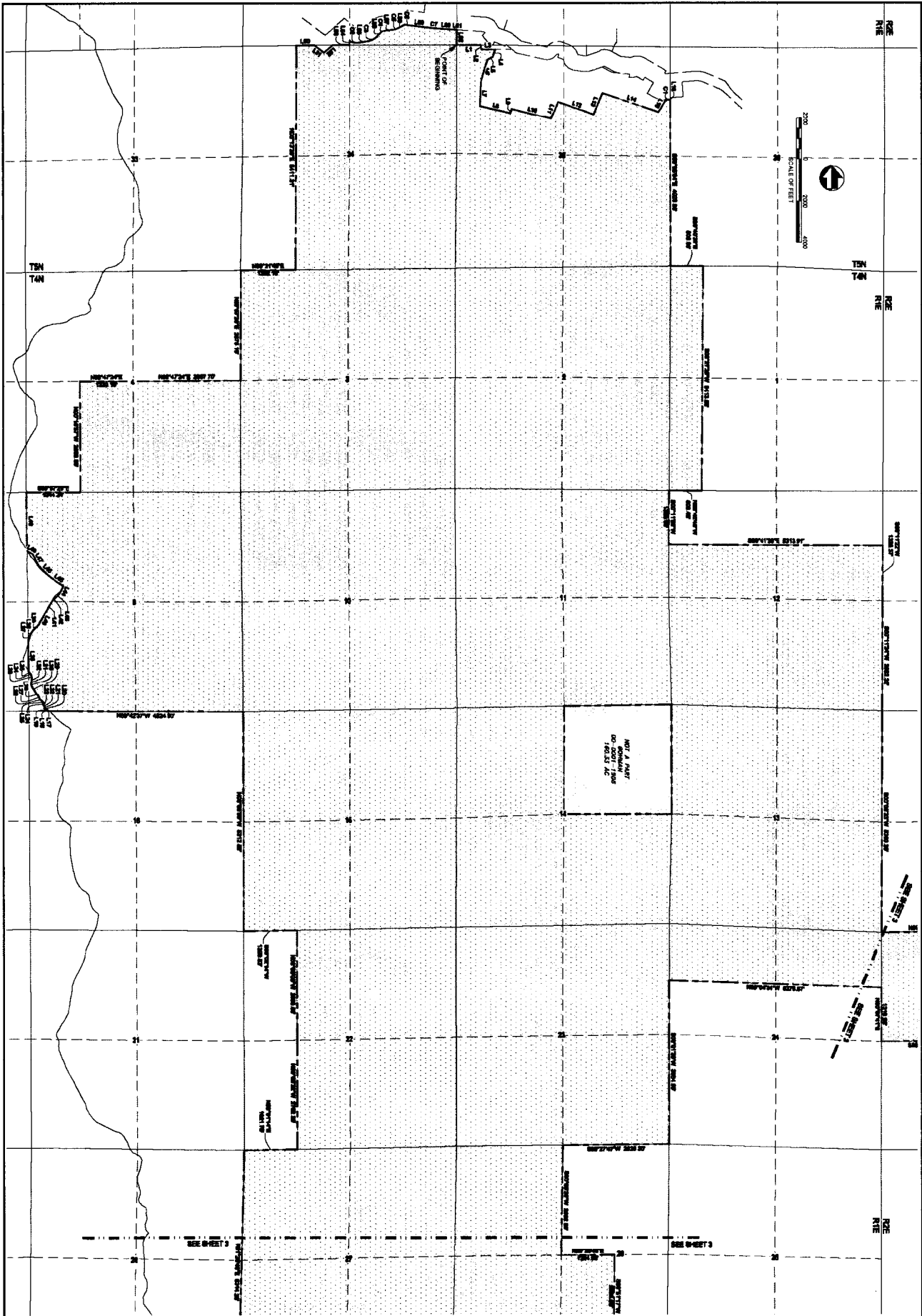
DATE	03/01/2019
PLAT DATE	
SCALE	1"=2000'
PROJECT	8WSP010200



LINE TABLE		LINE TABLE		CHAIN TABLE	
LINE #	DESCRIPTION	LINE #	DESCRIPTION	CHAIN #	LENGTH
L1	INTERSECTION 880.00 W	L1	INTERSECTION 141.70 W	C1	81.30
L2	INTERSECTION 880.00 W	L2	INTERSECTION 200.00 W	C2	58.30
L3	INTERSECTION 880.00 W	L3	INTERSECTION 260.00 W	C3	60.00
L4	INTERSECTION 880.00 W	L4	INTERSECTION 320.00 W	C4	60.00
L5	INTERSECTION 880.00 W	L5	INTERSECTION 380.00 W	C5	60.00
L6	INTERSECTION 880.00 W	L6	INTERSECTION 440.00 W	C6	60.00
L7	INTERSECTION 880.00 W	L7	INTERSECTION 500.00 W	C7	60.00
L8	INTERSECTION 880.00 W	L8	INTERSECTION 560.00 W	C8	60.00
L9	INTERSECTION 880.00 W	L9	INTERSECTION 620.00 W	C9	60.00
L10	INTERSECTION 880.00 W	L10	INTERSECTION 680.00 W	C10	60.00
L11	INTERSECTION 880.00 W	L11	INTERSECTION 740.00 W	C11	60.00
L12	INTERSECTION 880.00 W	L12	INTERSECTION 800.00 W	C12	60.00
L13	INTERSECTION 880.00 W	L13	INTERSECTION 860.00 W	C13	60.00
L14	INTERSECTION 880.00 W	L14	INTERSECTION 920.00 W	C14	60.00
L15	INTERSECTION 880.00 W	L15	INTERSECTION 980.00 W	C15	60.00
L16	INTERSECTION 880.00 W	L16	INTERSECTION 1040.00 W	C16	60.00
L17	INTERSECTION 880.00 W	L17	INTERSECTION 1100.00 W	C17	60.00
L18	INTERSECTION 880.00 W	L18	INTERSECTION 1160.00 W	C18	60.00
L19	INTERSECTION 880.00 W	L19	INTERSECTION 1220.00 W	C19	60.00
L20	INTERSECTION 880.00 W	L20	INTERSECTION 1280.00 W	C20	60.00
L21	INTERSECTION 880.00 W	L21	INTERSECTION 1340.00 W	C21	60.00
L22	INTERSECTION 880.00 W	L22	INTERSECTION 1400.00 W	C22	60.00
L23	INTERSECTION 880.00 W	L23	INTERSECTION 1460.00 W	C23	60.00
L24	INTERSECTION 880.00 W	L24	INTERSECTION 1520.00 W	C24	60.00
L25	INTERSECTION 880.00 W	L25	INTERSECTION 1580.00 W	C25	60.00
L26	INTERSECTION 880.00 W	L26	INTERSECTION 1640.00 W	C26	60.00
L27	INTERSECTION 880.00 W	L27	INTERSECTION 1700.00 W	C27	60.00
L28	INTERSECTION 880.00 W	L28	INTERSECTION 1760.00 W	C28	60.00
L29	INTERSECTION 880.00 W	L29	INTERSECTION 1820.00 W	C29	60.00
L30	INTERSECTION 880.00 W	L30	INTERSECTION 1880.00 W	C30	60.00
L31	INTERSECTION 880.00 W	L31	INTERSECTION 1940.00 W	C31	60.00
L32	INTERSECTION 880.00 W	L32	INTERSECTION 2000.00 W	C32	60.00
L33	INTERSECTION 880.00 W	L33	INTERSECTION 2060.00 W	C33	60.00
L34	INTERSECTION 880.00 W	L34	INTERSECTION 2120.00 W	C34	60.00
L35	INTERSECTION 880.00 W	L35	INTERSECTION 2180.00 W	C35	60.00
L36	INTERSECTION 880.00 W	L36	INTERSECTION 2240.00 W	C36	60.00
L37	INTERSECTION 880.00 W	L37	INTERSECTION 2300.00 W	C37	60.00
L38	INTERSECTION 880.00 W	L38	INTERSECTION 2360.00 W	C38	60.00
L39	INTERSECTION 880.00 W	L39	INTERSECTION 2420.00 W	C39	60.00
L40	INTERSECTION 880.00 W	L40	INTERSECTION 2480.00 W	C40	60.00
L41	INTERSECTION 880.00 W	L41	INTERSECTION 2540.00 W	C41	60.00
L42	INTERSECTION 880.00 W	L42	INTERSECTION 2600.00 W	C42	60.00
L43	INTERSECTION 880.00 W	L43	INTERSECTION 2660.00 W	C43	60.00
L44	INTERSECTION 880.00 W	L44	INTERSECTION 2720.00 W	C44	60.00
L45	INTERSECTION 880.00 W	L45	INTERSECTION 2780.00 W	C45	60.00
L46	INTERSECTION 880.00 W	L46	INTERSECTION 2840.00 W	C46	60.00
L47	INTERSECTION 880.00 W	L47	INTERSECTION 2900.00 W	C47	60.00
L48	INTERSECTION 880.00 W	L48	INTERSECTION 2960.00 W	C48	60.00
L49	INTERSECTION 880.00 W	L49	INTERSECTION 3020.00 W	C49	60.00
L50	INTERSECTION 880.00 W	L50	INTERSECTION 3080.00 W	C50	60.00
L51	INTERSECTION 880.00 W	L51	INTERSECTION 3140.00 W	C51	60.00
L52	INTERSECTION 880.00 W	L52	INTERSECTION 3200.00 W	C52	60.00
L53	INTERSECTION 880.00 W	L53	INTERSECTION 3260.00 W	C53	60.00
L54	INTERSECTION 880.00 W	L54	INTERSECTION 3320.00 W	C54	60.00
L55	INTERSECTION 880.00 W	L55	INTERSECTION 3380.00 W	C55	60.00
L56	INTERSECTION 880.00 W	L56	INTERSECTION 3440.00 W	C56	60.00
L57	INTERSECTION 880.00 W	L57	INTERSECTION 3500.00 W	C57	60.00
L58	INTERSECTION 880.00 W	L58	INTERSECTION 3560.00 W	C58	60.00
L59	INTERSECTION 880.00 W	L59	INTERSECTION 3620.00 W	C59	60.00
L60	INTERSECTION 880.00 W	L60	INTERSECTION 3680.00 W	C60	60.00
L61	INTERSECTION 880.00 W	L61	INTERSECTION 3740.00 W	C61	60.00
L62	INTERSECTION 880.00 W	L62	INTERSECTION 3800.00 W	C62	60.00
L63	INTERSECTION 880.00 W	L63	INTERSECTION 3860.00 W	C63	60.00
L64	INTERSECTION 880.00 W	L64	INTERSECTION 3920.00 W	C64	60.00
L65	INTERSECTION 880.00 W	L65	INTERSECTION 3980.00 W	C65	60.00
L66	INTERSECTION 880.00 W	L66	INTERSECTION 4040.00 W	C66	60.00
L67	INTERSECTION 880.00 W	L67	INTERSECTION 4100.00 W	C67	60.00
L68	INTERSECTION 880.00 W	L68	INTERSECTION 4160.00 W	C68	60.00
L69	INTERSECTION 880.00 W	L69	INTERSECTION 4220.00 W	C69	60.00
L70	INTERSECTION 880.00 W	L70	INTERSECTION 4280.00 W	C70	60.00
L71	INTERSECTION 880.00 W	L71	INTERSECTION 4340.00 W	C71	60.00
L72	INTERSECTION 880.00 W	L72	INTERSECTION 4400.00 W	C72	60.00
L73	INTERSECTION 880.00 W	L73	INTERSECTION 4460.00 W	C73	60.00
L74	INTERSECTION 880.00 W	L74	INTERSECTION 4520.00 W	C74	60.00
L75	INTERSECTION 880.00 W	L75	INTERSECTION 4580.00 W	C75	60.00
L76	INTERSECTION 880.00 W	L76	INTERSECTION 4640.00 W	C76	60.00
L77	INTERSECTION 880.00 W	L77	INTERSECTION 4700.00 W	C77	60.00
L78	INTERSECTION 880.00 W	L78	INTERSECTION 4760.00 W	C78	60.00
L79	INTERSECTION 880.00 W	L79	INTERSECTION 4820.00 W	C79	60.00
L80	INTERSECTION 880.00 W	L80	INTERSECTION 4880.00 W	C80	60.00
L81	INTERSECTION 880.00 W	L81	INTERSECTION 4940.00 W	C81	60.00
L82	INTERSECTION 880.00 W	L82	INTERSECTION 5000.00 W	C82	60.00
L83	INTERSECTION 880.00 W	L83	INTERSECTION 5060.00 W	C83	60.00
L84	INTERSECTION 880.00 W	L84	INTERSECTION 5120.00 W	C84	60.00
L85	INTERSECTION 880.00 W	L85	INTERSECTION 5180.00 W	C85	60.00
L86	INTERSECTION 880.00 W	L86	INTERSECTION 5240.00 W	C86	60.00
L87	INTERSECTION 880.00 W	L87	INTERSECTION 5300.00 W	C87	60.00
L88	INTERSECTION 880.00 W	L88	INTERSECTION 5360.00 W	C88	60.00
L89	INTERSECTION 880.00 W	L89	INTERSECTION 5420.00 W	C89	60.00
L90	INTERSECTION 880.00 W	L90	INTERSECTION 5480.00 W	C90	60.00
L91	INTERSECTION 880.00 W	L91	INTERSECTION 5540.00 W	C91	60.00
L92	INTERSECTION 880.00 W	L92	INTERSECTION 5600.00 W	C92	60.00
L93	INTERSECTION 880.00 W	L93	INTERSECTION 5660.00 W	C93	60.00
L94	INTERSECTION 880.00 W	L94	INTERSECTION 5720.00 W	C94	60.00
L95	INTERSECTION 880.00 W	L95	INTERSECTION 5780.00 W	C95	60.00
L96	INTERSECTION 880.00 W	L96	INTERSECTION 5840.00 W	C96	60.00
L97	INTERSECTION 880.00 W	L97	INTERSECTION 5900.00 W	C97	60.00
L98	INTERSECTION 880.00 W	L98	INTERSECTION 5960.00 W	C98	60.00
L99	INTERSECTION 880.00 W	L99	INTERSECTION 6020.00 W	C99	60.00
L100	INTERSECTION 880.00 W	L100	INTERSECTION 6080.00 W	C100	60.00



	DESIGNED: SRV DRAWN: SRV CHECKED: JT	PSOMAS 4175 Riverview Road, Suite 200 Salt Lake City, Utah 84113 (801) 270-5777 (801) 270-5782 (FAX)	EXHIBIT WPR PROPERTY SOUTH OF CANAL MORGAN COUNTY, UTAH	DATE: 03/12/2010 DRAWING NO.: 149303 SCALE: 1"=200' PROJECT NO.: 045SP012200
	PROJECT NO.: 045SP012200			



3	2
---	---

DESIGN	SRV
DRAWN	SRV
CHECKED	JT

PSOMAS
 4178 Riverbend Road, Suite 200
 Salt Lake City, Utah 84123
 (801) 770-5777 (801) 270-5782 (FAX)

EXHIBIT
 WPR PROPERTY SOUTH OF CANAL
 MORGAN COUNTY, UTAH

DATE	03/01/2018
PLAT DATE	
SCALE	1"=3000'
PROJECT NUMBER	84WSP10200

CONCEPTUAL LAND USE PLAN

Exhibit B: Conceptual Landed Use Plan



DEVELOPMENT AREA	ACRES	TOTAL UNITS
A Parcels	64.4	40
AREA A SF / DUPLEX		
AREA A MULTI-FAMILY		
AREA B SF / DUPLEX		
AREA B MULTI-FAMILY		
AREA C SF / DUPLEX		
AREA C MULTI-FAMILY		
D Parcels	406.3	134
AREA D SF / DUPLEX		
AREA D MULTI-FAMILY		
AREA E SF / DUPLEX		
AREA E MULTI-FAMILY		
AREA F SF / DUPLEX		
AREA F MULTI-FAMILY		
E Parcels	692.8	54
AREA G SF / DUPLEX		
AREA G MULTI-FAMILY		
TOTALS	2814.2	716

- WASATCH PEAKS PROPERTY BOUNDARY
- ROADS
- WASATCH PEAKS SKI AREA
- GOLF

WASATCH PEAKS RANCH
MERCER COUNTY, UTAH

Exhibit C: Permitted Use Table

WASATCH PEAKS RANCH PERMITTED USE TABLE - REVISED 10.30.2019

	A	B	C	D	E	F	G	H	I	J	K
Accessory buildings and uses customarily incidental to conditional uses	P	P	P	P	P	P	P	P	P	P	P
Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P	P	P	P
Accessory buildings and uses customarily incidental to permitted agricultural uses	P	P	P	P	P	P	P	P	P	P	P
AGRICULTURAL											
Agriculture - tilling of soil, raising of crops, and pasturing of animals (non-intensive place holder until development occurs)	P	P	P	P	P	P	P	P	P	P	P
Agricultural industries	X	X	X	X	X	X	X	X	X	P	X
AGRICULTURE + FORESTRY:											
Agriculture, including grazing and pasturing of animals; the tilling of the soil, the raising of crops, horticulture and gardening	P	P	P	P	P	P	P	P	P	P	P
Tilling of the soil, the raising of crops, horticulture and gardening	P	P	P	P	P	P	P	P	P	P	X
Family food production	P	P	P	P	P	P	P	P	X	P	X
Forestry, except forest industry	X	X	X	X	X	X	X	X	X	P	P
Fruit/vegetable stand	X	X	X	P	X	X	X	X	X	X	X
COMMERCIAL RECREATION USE (SUBJECT TO REGULATIONS IN SECTION 8-6-40 OF THE MORGAN COUNTY CODE):											
Heli-skiing	X	X	X	X	X	X	X	X	X	P	P
CONSTRUCTION											
Construction – storage yard, equipment, materials (temporary for construction - must be removed and revegetated within 90 days of construction completion)	P	P	P	P	P	P	P	P	P	P	P
General contractor's office (temporary for construction - must be removed and revegetated within 90 days of construction completion)	P	P	P	P	P	P	P	P	P	P	P
Land excavations	P	P	P	P	P	P	P	P	P	P	P
DWELLINGS											
Accessory apartment	P	P	P	P	P	P	P	P	P	X	X
Single-family dwelling	P	P	P	P	P	P	P	P	X	X	X
Two-family dwelling	P	P	P	P	P	P	P	P	X	X	X
Three-family dwelling	X	X	P	P	P	P	P	P	X	X	X
Four-family dwelling	X	X	P	P	P	P	P	P	X	X	X
Multiple-family dwelling	X	X	P	P	P	P	P	P	X	X	X
Homes for worker housing	P	P	P	P	P	P	P	P	X	X	X

Recreation dwelling (shall not utilize the same minimum lot area as a main dwelling)	P	P	P	P	P	P	P	X	X	X
Home occupation Class I and Class II	P	P	P	P	P	P	P	X	X	X
Private park or recreational grounds, or private recreational camps or resorts, including accessory or supporting dwellings or dwelling complexes, and commercial service uses which are owned or managed by the recreational facility to which it is accessory	P	P	P	P	P	P	P	P	P	P
ENTERTAINMENT										
Art galleries (except retail)	X	X	X	P	X	X	X	X	X	X
Art museums	X	X	X	P	X	X	X	X	X	X
Athletic club facilities, physical fitness, dance, gymnasiums, fitness centers	X	X	P	P	P	P	P	P	X	X
Bowling alleys, commercial	X	X	P	P	X	X	X	X	X	X
Country clubs	P	P	P	P	P	P	P	P	P	P
Electronic game arcades	X	X	P	P	P	P	P	X	X	X
Family fun centers	X	X	P	P	P	P	P	X	X	X
Indoor play areas	X	X	P	P	P	P	P	X	X	X
Recreational sports club facilities	X	X	P	P	P	P	P	P	P	P
Rinks, ice (up to 500 users)	X	X	X	P	X	X	X	X	P	X
Swimming pools	P	P	P	P	P	P	P	X	X	X
Tennis club facilities	P	P	P	P	P	P	P	P	X	X
Theater/cinemas	X	X	X	P	X	X	X	X	X	X
FINANCE - INSURANCE										
Bank and financial services	X	X	X	P	X	X	X	X	X	X
Professional, scientific and technical service offices	X	X	X	P	X	X	X	X	X	X
OFFICE										
Automobile rental (or other vehicle rental)	X	X	X	P	X	X	X	X	X	X
Commercials, Television Production	X	X	X	P	X	X	X	X	X	X
Medical Clinic	X	X	P	P	X	X	X	X	X	P
Office - general use	X	X	P	P	X	X	X	P	X	X
Sound recording studios	X	X	X	P	X	X	X	X	X	X
RESIDENTIAL										
Residential units as part of a mixed-use development	P	P	P	P	P	P	P	X	X	X
RETAIL TRADE										
Grocery	X	X	X	P	X	X	X	X	X	X
Retail store (not listed elsewhere)	X	X	P	P	X	X	X	P	X	P
OTHER SERVICES										
Barber shops	X	X	X	P	X	X	X	X	X	X

Beautician services	X	X	X	P	X	X	X	X	X	X
Comprehensive healthcare facilities	X	X	X	P	X	X	X	X	X	X
Cosmetology salons or shops	X	X	X	P	X	X	X	X	X	X
Day spas	X	X	X	P	X	X	X	P	X	X
Drinking place (alcoholic beverages)	X	X	P	P	X	X	X	P	X	P
Esthetician (i.e., skin care) services	X	X	X	P	X	X	X	X	X	X
Laundry services (laundromat, dry cleaner pick-up only)	X	X	P	P	X	X	X	X	X	X
Liquor - packaged sales (check Utah State Code)	X	X	P	P	X	X	X	X	X	X
Parking garage	X	X	P	P	X	X	X	X	X	X
Radio and television communication facilities	P	P	P	P	P	P	P	X	X	X
Repair shop (small equipment, personal items)	X	X	X	P	X	X	X	P	X	P
Storage facility enclosed	P	P	P	P	P	P	P	P	X	P
Storage outdoor	X	X	X	X	X	X	X	P	X	P
Tailor	X	X	X	P	X	X	X	X	X	X
Tanning salons	X	X	X	P	X	X	X	X	X	X
Tractor, farm or construction equipment repair and maintenance services	X	X	X	X	X	X	X	P	X	P
PUBLIC - QUASI-PUBLIC USES. EXCEPTION: PUBLIC SCHOOL										
Power generation – not generators (commercial use)	P	P	P	P	P	P	P	P	P	P
Power generation – not generators (personal use)	P	P	P	P	P	P	P	P	P	P
Public facilities	P	P	P	P	P	P	P	P	X	P
Public service facilities. Exception: essential service facilities such as police, fire, ambulance substations. Note: if in Open Space, limited to size and height - TBD.	P	P	P	P	P	P	P	P	P	P
Private stable, riding academy or riding ring, horse show barns or other equestrian facilities under single management	P	P	P	P	P	P	P	X	P	X
Recreational vehicle storage (personal storage only)	P	P	P	P	P	P	P	P	X	X
Religious uses (including churches, rectories, and other faith based uses)	X	X	X	P	X	X	X	P	X	X

SPECIAL USES:										
Accommodation and food services:										
Banquet halls with catering staff	X	X	X	P	X	X	X	P	X	X
Caterers	P	P	P	P	P	P	P	P	X	P
Coffee shops, on premises brewing	X	X	P	P	P	X	X	P	X	X
Health spas (i.e., physical fitness facilities) with accommodations	X	X	P	P	X	X	X	P	X	X
Hotels (except casino hotels)	X	X	X	P	X	X	X	X	X	X
Restaurants	X	X	P	P	P	P	X	P	X	P
Swimming pool (private)	P	P	P	P	P	P	P	P	X	X
Temporary meteorological monitor tower, subject to regulations in section 8-5A-12 of this article	X	X	X	P	X	X	X	P	P	P
Temporary uses	Subject to regulations in Section 8-6-16 of the Morgan County Code									
OTHER PERMITTED USES:										
Helipad	X	X	P	P	X	X	P	X	P	P
Sporting Clays	X	X	X	X	X	X	P	X	P	X
Water Sports (non-motorized)	X	X	X	X	X	X	X	X	P	X
Real Estate Sales Center/Office	X	X	X	P	X	X	X	P	X	X
Recreation Dwelling/Yurt	X	X	X	P	X	X	P	P	P	X
Lodge	X	X	P	P	X	X	X	X	X	X

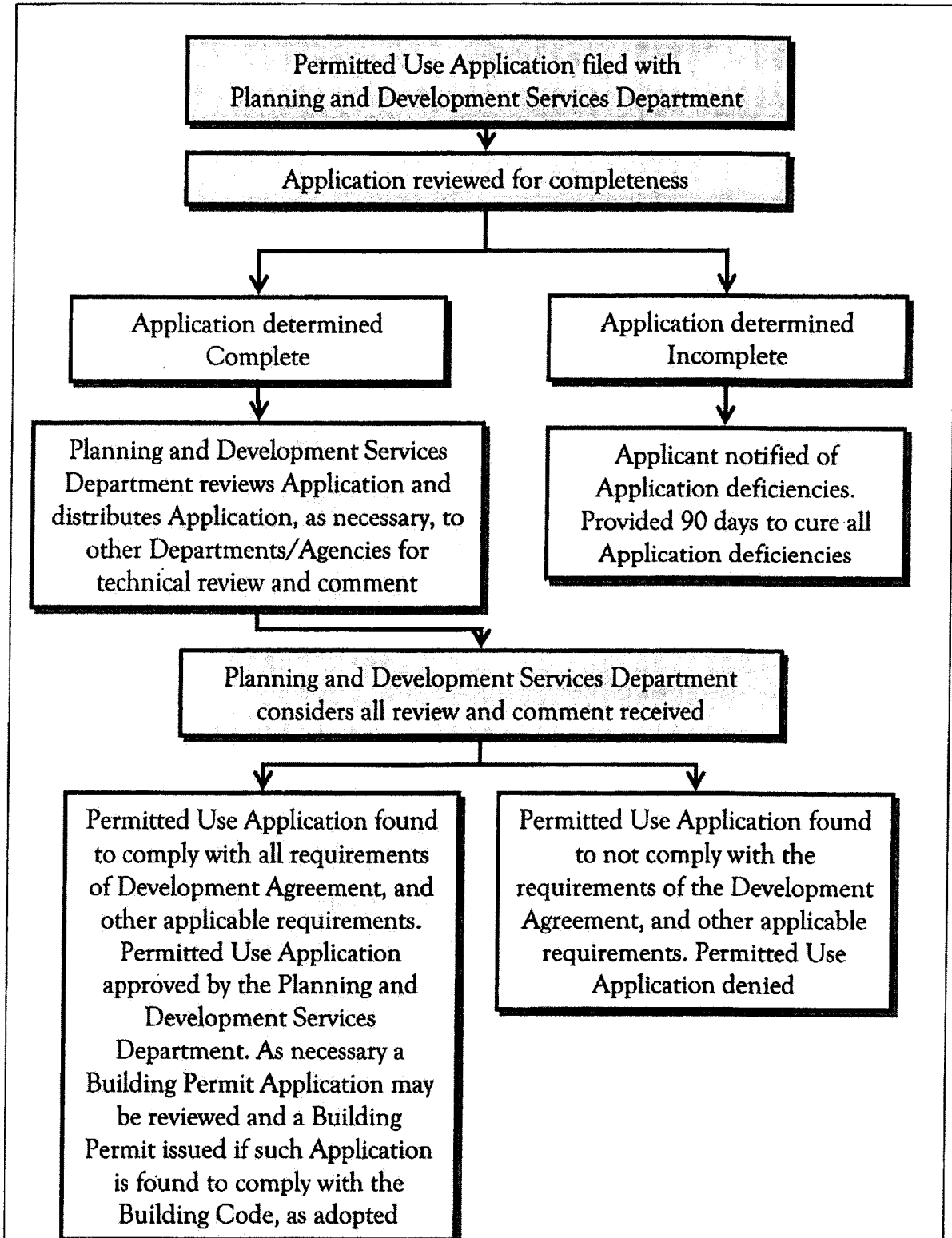
WASATCH PEAKS RANCH CONDITIONAL USE TABLE

COMMERCIAL RECREATION USE (SUBJECT TO REGULATIONS IN SECTION 9-5-40 OF THE MORGAN COUNTY CODE)	
Dams and reservoirs	C2
Quarry, gravel pit, rock crusher, concrete batching plant, oil and gas wells, steam wells, test borings for exploration, etc. (temporary for on-site construction; location approved as part of CUP process)	C2

Note: No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the WPR RSD district, except as provided in the Permitted and Conditional Use tables. Any use not listed in the Permitted Use Table is not allowed. Any additional uses are subject to Conditional Use permits, which may be denied.

Exhibit D: Review and Approval Procedures for Uses

SUBJECT PROPERTY LAND USE APPLICATION REVIEW AND APPROVAL PROCEDURES
PERMITTED USE APPLICATION





WASATCH PEAKS RANCH DESIGN STANDARDS

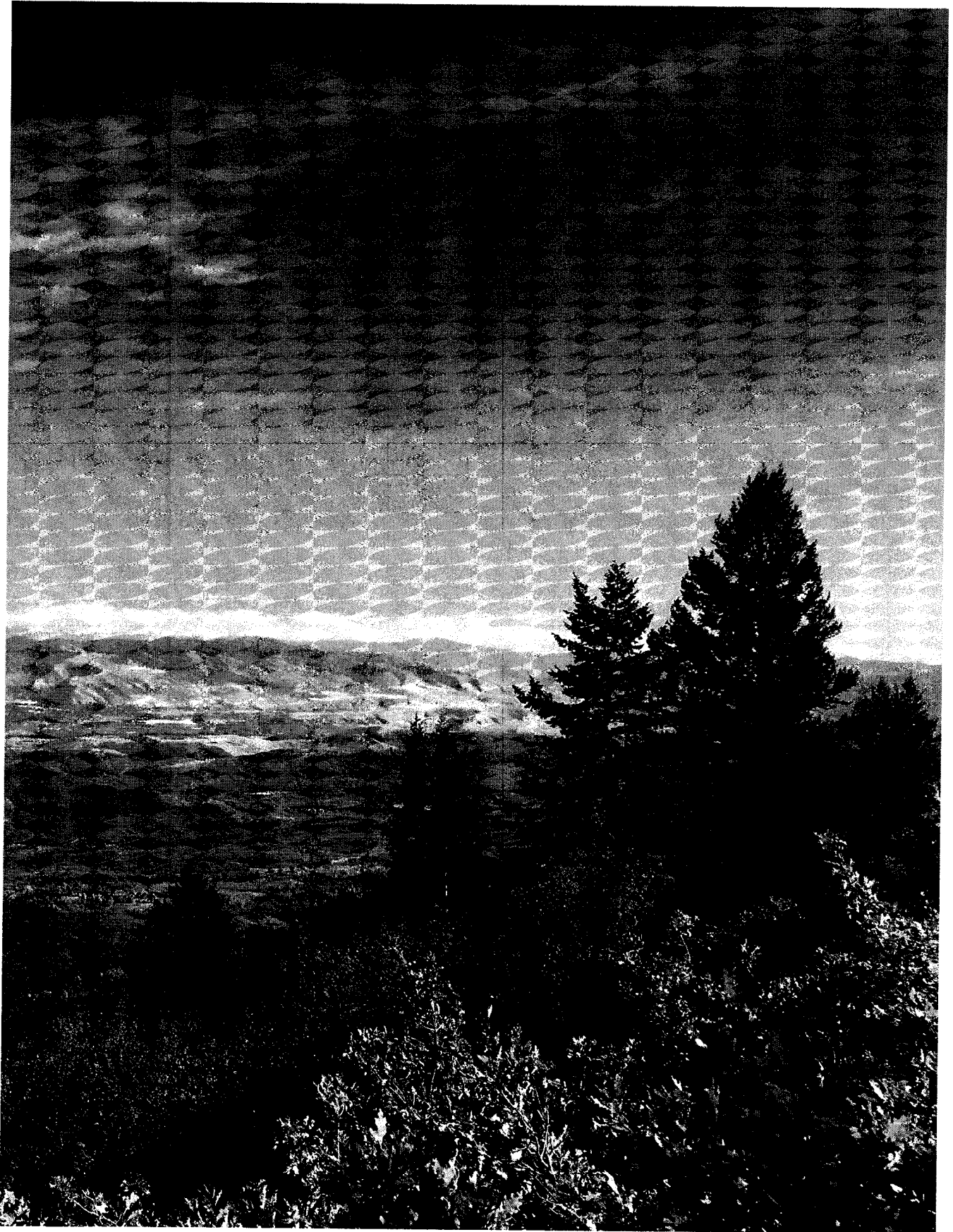
**MORGAN COUNTY, UTAH
Updated October 30, 2019**

**PREPARED FOR
MORGAN COUNTY, UTAH**

**PREPARED BY
Wasatch Peaks Ranch Holdings, LLC
DESIGNWORKSHOP**

CONTENTS

INTRODUCTION	1
Purpose + Intent	2
Illustrations + Images	2
How to Use This Document	3
Definition of Terms	4
SITE PLANNING + DEVELOPMENT	7
Land Use Types, Location + Density	8
General Architectural Design Considerations	9
Minimum Setbacks	10
Building Height	11
Roofs	12
Building Color + Texture	13
All Non-Residential Buildings	14
Driveway Standards	18
Parking lot Standards	19
Parking Lot Lighting Standards	19
Signage Standards	19
LANDSCAPE + BUFFERING STANDARDS	21
Defensible space	22
Revegetation + Seed Mixes for Subject Property	23
Drainage	25
APPENDICES	27



INTRODUCTION

PURPOSE + INTENT

The Wasatch Peaks Ranch consists of approximately 12,000 acres near the Wasatch National Forest in Morgan County.

Per County Code, Development Standards are required for the establishment of an RSD Zone (8-5J-2).

The purpose of the Wasatch Peaks Ranch Design Standards is to direct development in ways that will preserve and enhance the surrounding landscape. By maintaining the natural, open and mountain characteristics of the area, Wasatch Peaks Ranch will be integrated into the landscape. Specific objectives of the standards are below:

1. Retain and enhance the natural character of the site
2. Maximize perceived open space
3. Optimize mountain and valley views and privacy
4. Conform with Morgan County codes

This document is to be used in addition to the Morgan County Code. Where there is a conflict between this document and the Morgan County Code, the County Code governs. The criteria set forth within this document may be more stringent than the Morgan County Code but never less so.

ILLUSTRATIONS + IMAGES

The illustrations and images in this document are not intended to be representative of what will/should be built. Instead, they are intended to be a visual reference and an example and application that is consistent with the narrative language.

HOW TO USE THIS DOCUMENT

The goals and requirements for the design of each element are generally described under three headings for each review issue: Intent, Standard and Guideline.

They are described as follows:

Intent: Intent statements are provided to define the vision and goals that the standards and guidelines have been created to achieve. The Intent statement will provide additional information where a standard or guideline is in question.

Standard: Standards are objective criteria that provide a specific set of directions for achieving the Intent. Standards denote issues that are considered critical. Standards use the term "shall" to indicate that compliance is absolutely required and deemed necessary to achieve the Intent for each section.

Guideline: Guidelines provide alternative solutions for accomplishing the goals set forth in the Intent statement. Guidelines are more flexible and are sometimes more difficult to quantify than standards. Guidelines use the terms "should" or "may" to denote they are considered relevant to achieving the Intent statement and will be pertinent in the review process.

Where Guidelines amplify a Standard, they are preferred, but not mandatory criteria. Guidelines will, however, be strongly considered where a Standard is not being met and an alternative is being sought, but a Guideline shall never be considered a variance. In such a case, it must be demonstrated that the alternative meets one or more of the following criteria:

- Alternative better achieves the Intent statement
- The Intent statement that the Standard was created to address will be improved by application of the Guideline in this particular circumstance
- Application of other Standards will be improved by not applying the Standard in this particular circumstance
- Unique site characteristics make the Standard impractical or cost prohibitive

DEFINITION OF TERMS

Applicant(s): The owner of land proposed for any land use application, permit or license or such owner's duly authorized agent. Any agent must have written authorization from the owner.

Architect: A professional individual registered in the state of Utah to practice in the field of architecture.

Building Height: The vertical distance from the average finished grade surface at the foundation to the highest point of the building or structure.

Cut: Any disturbance on the land including any trenching, which results in the permanent removal of earth, rock or any other surface material such as vegetation, filling or paving. The reference for a cut shall be measured from natural to finished grade.

Defensible Space: An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

Design Standards: The Intents, Standards and Guidelines adopted and enforced by Morgan County as set forth within this document.

Disturbed Area: Any lot surface area altered in any way during the construction of a building or landscape improvement.

Fill: Any addition of earth, rock or any other surface materials to the surface of the land that increases the natural elevation of the original surface. The reference for a fill shall be measured from natural to finished grade.

Finish Grade: The final elevation of the land surface of the site after completion of development.

Grading: An excavation, cut or fill, or the act of excavating, either cutting or filling.

Indigenous: Plants native to and/or originating from a locale.

Lot: A parcel or tract of land occupied or to be occupied by a building or group of buildings, together with such yards, open spaces, lot width and lot area and having frontage upon a street.

Owner: Any person who alone, jointly or severally with others, or in a representative capacity (including, without limitation, an authorized agent, executor or trustee) has legal or equitable title to any property

Owner Representative: Any Architect, contractor, subcontractor, agent or employee hired or engaged by an Owner to speak and act on behalf of the Owner regarding any Activity.

Permanent Enhancement: The construction of any landscaping wall, fencing or other non-temporary element to remain for more than one calendar year.

Permeable: A surface material that allows for the penetration or partial penetration of surface water.

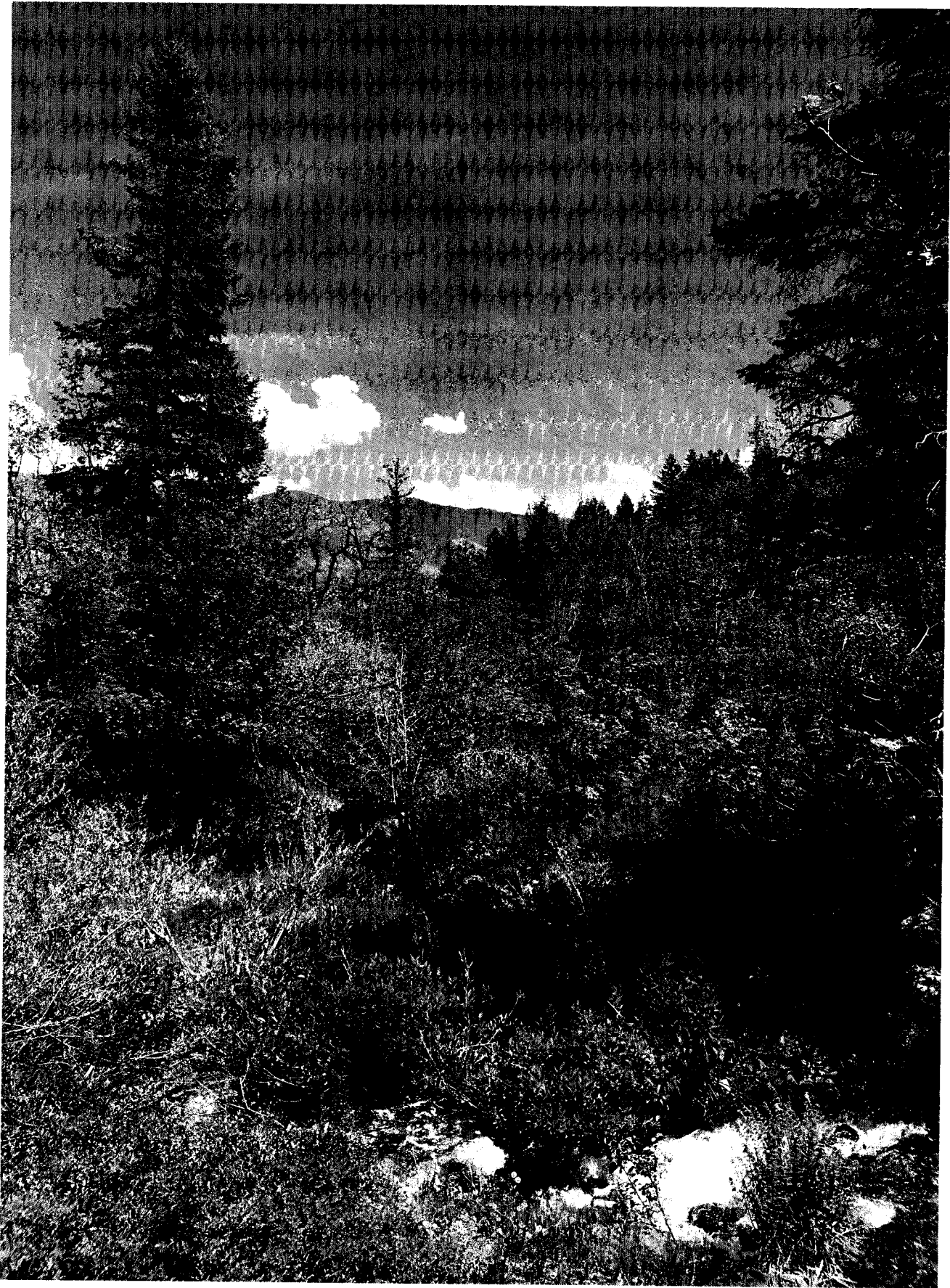
Record Grade: Natural grade existing prior to any site preparation, grading or filling, unless a new Record Grade is approved and recorded at the time of subdivision approval and noted and filed on the final plat.

Retaining Wall: A wall designed and constructed to resist the lateral displacement and erosion of soils or other materials.

Ridgeline: The highest points along a mountain top.

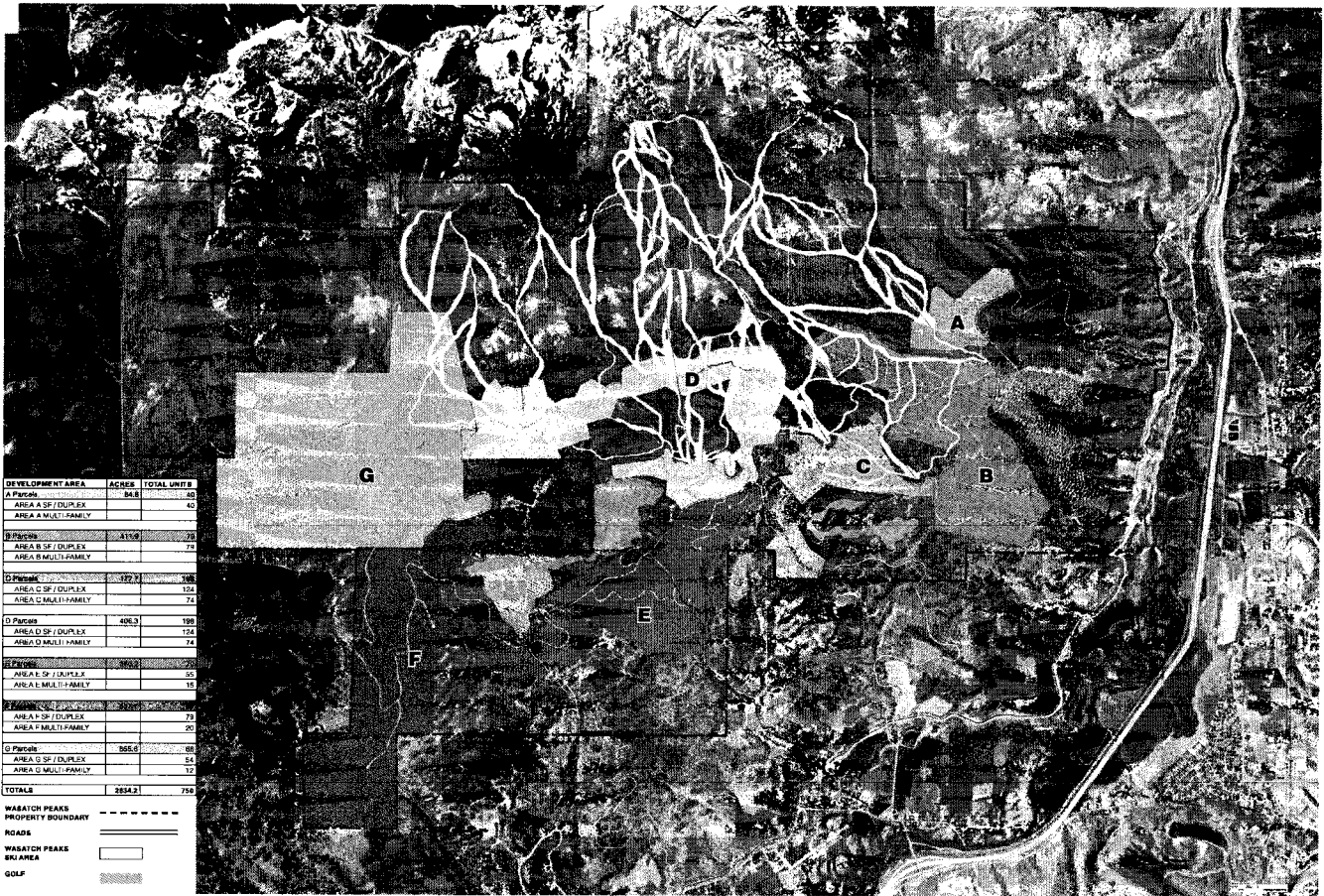
Skylining: Any structure or improvement that creates a silhouetted appearance against the sky. Typically referring to a structure or improvement above a ridgeline.

Slope (Percent): Percent slope is calculated by multiplying the ratio of a slope's rise (1') to run (2') by one hundred (100). For example, a slope of 2:1 is a 50% slope.



SITE PLANNING + DEVELOPMENT

LAND USE TYPES, LOCATION + DENSITY



DEVELOPMENT AREA	ACRES	TOTAL UNITS
A Parcels	84.8	40
AREA A SF / DUPLEX		40
AREA A MULTI-FAMILY		
B Parcels	411.9	79
AREA B SF / DUPLEX		79
AREA B MULTI-FAMILY		
C Parcels	177.7	198
AREA C SF / DUPLEX		124
AREA C MULTI-FAMILY		74
D Parcels	406.3	198
AREA D SF / DUPLEX		124
AREA D MULTI-FAMILY		74
E Parcels	395.2	70
AREA E SF / DUPLEX		55
AREA E MULTI-FAMILY		15
F Parcels	373.2	79
AREA F SF / DUPLEX		79
AREA F MULTI-FAMILY		20
G Parcels	855.6	66
AREA G SF / DUPLEX		54
AREA G MULTI-FAMILY		12
TOTALS	2834.2	750

GENERAL ARCHITECTURAL DESIGN CONSIDERATIONS

INTENT

To establish an architectural standard that is appropriate for Wasatch Peaks Ranch, is consistent with the natural surroundings, and exhibits the highest level of quality.

STANDARDS

- All buildings shall be designed by a licensed professional in accordance with the local building and fire codes.
- All buildings and structures shall be designed with consideration given to the mountain community home styles and shall be appropriate for the climate.

GUIDELINES

Architects and landscape architects are preferred to have experience in the region or similar climates/environments.

MINIMUM SETBACKS

INTENT

To provide boundaries that will be used to determine the location of any permanent construction, excluding the Mixed-Use land use.

STANDARDS: ALL LAND USE TYPES

- Setbacks from other public rights-of-way shall be a minimum of fifteen feet (15'), unless otherwise specified.

STANDARDS: MULTI-FAMILY RESIDENTIAL + SINGLE FAMILY-RESIDENTIAL

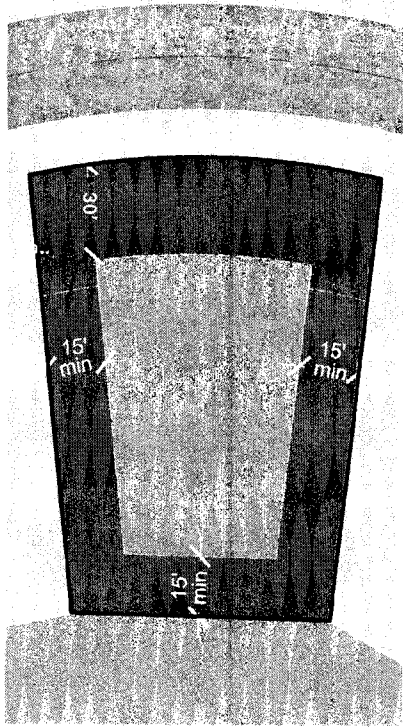
- Setbacks from the public right-of-way shall be a minimum of thirty feet (30') - unless this causes negative visual impact of cut.
- Side Yard setbacks shall be a minimum of fifteen feet (15').
- Rear Yard setbacks shall be a minimum of fifteen feet (15').

STANDARDS: COMMERCIAL/MIXED-USE

- No setback restrictions.

GUIDELINES

Permanent enhancements such as landscaping walls or fencing may be constructed within the setback area.



Multi-family and single family residential setbacks

BUILDING HEIGHT

INTENT

To maintain quality aesthetics for adjacent uses.

STANDARDS: MIXED USE (INCLUDING LODGE)

- * No portion of any building shall exceed ninety feet (90') in height above Finish Grade with the exclusion of the following:
 - » Chimneys
 - » Lightning rods
 - » Elevator core
 - » Utility Stacks
 - » Photovoltaic panels
- * Buildings on natural topography above fifteen percent (15%) in slope shall be stepped in form.
- * Larger structures shall include a variety of building heights to avoid a monumental appearance.



Buildings on natural topography above 15 percent in slope shall be stepped in form.



Construction on steep slopes should attempt to avoid cutting into existing topography for foundations.

STANDARDS: MULTI-FAMILY RESIDENTIAL

- * No portion of any multi-family building shall exceed seventy-five feet (75') in height above Finish Grade with the exclusion of the following:
 - » Chimneys
 - » Lightning rods
 - » Weather vanes
 - » Photovoltaic panels
- * Buildings on natural topography above fifteen percent (15%) in slope shall be stepped in form.
- * Larger structures shall include a variety of building heights to avoid a monumental appearance.

STANDARDS: SINGLE FAMILY RESIDENTIAL

- * No portion of any building shall exceed forty-five feet (45') in height above Finish Grade with the exclusion of the following:
 - » Chimneys
 - » Lightning rods
 - » Weather vanes
 - » Stacks
 - » Photovoltaic panels

GUIDELINES

Variations in building height are encouraged to convey visual interest, reduce perceived mass, and give a sense of scale.

ROOFS

INTENT

To avoid large, unbroken expanses of single pitched roofs and to reduce reflection.

STANDARDS

- * Roof pitches are from 2:12 to 12:12.
- * Roofs shall have at least a Class A roof covering, Class B roof assembly or an approved noncombustible roof covering.
- * Roof surfaces should be covered with composite shake or natural or synthetic slate tiles.
- * Shiny or reflective metal roofing or flashing material shall not be allowed.

GUIDELINES

1. A hip, gable or shed roof configuration may be appropriate to achieve the intended rural architectural character.
2. Copper flashing may be used, as it will oxidize to a patina finish.



Examples of roof form

BUILDING COLOR + TEXTURE

INTENT

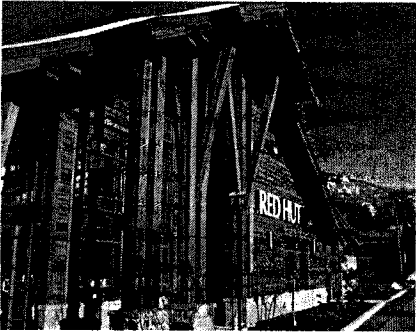
To help blend the structure into the surrounding natural landscape.

SINGLE-FAMILY, MULTI-FAMILY, MIXED-USE + GOLF INFRASTRUCTURE STANDARDS

- Exterior color schemes shall reflect the natural earth tones of the surrounding landscape.
- Colors shall complement or blend with surrounding landscape.
- Stone and mortar shall reflect the natural colors of the surrounding landscape.
- All building surfaces, excluding metal, shall be painted or stained. Metal siding shall be resistant to glare.

GUIDELINES

Accent colors that are not included within the natural earth tone color palette that are used in specific and limited applications may be approved, if it is demonstrated that the additional color benefits the overall design scheme.



Example of guideline 1 and 2

ALL NON-RESIDENTIAL BUILDINGS

INTENT

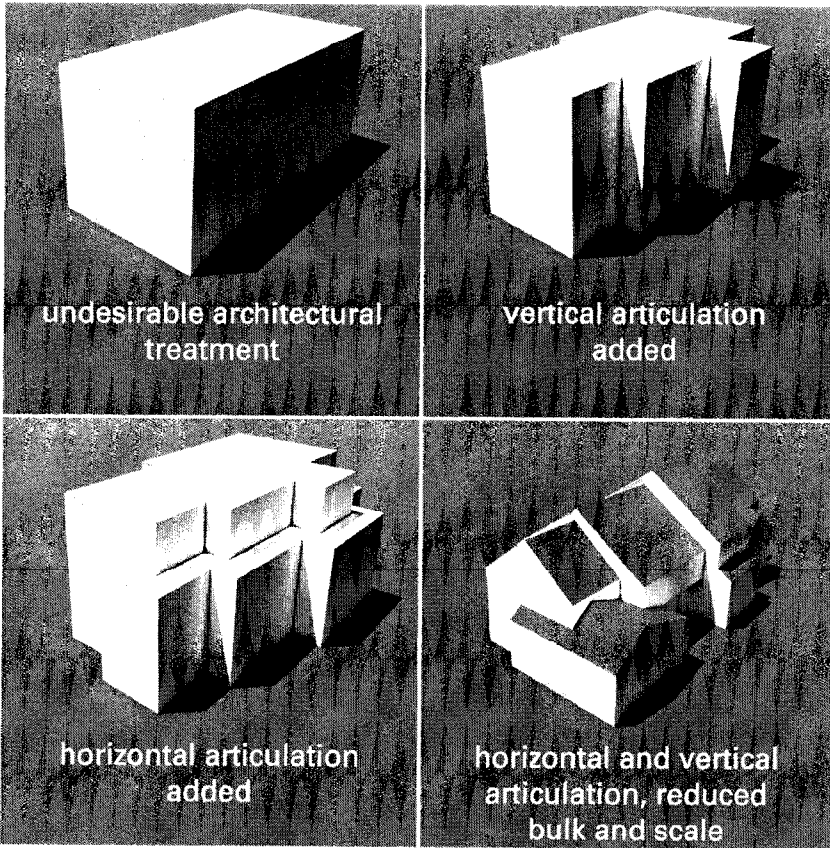
Building form, articulation, materials and colors should be compatible with the surrounding mountain environment.

Building exteriors are typically designed with clear distinction between the three main building components; the base, middle and top. The base grounds the building to the site through the use of materials and forms that convey a sense of weight and stability. The base of a building is also the most visually dynamic zone due to its connection to the street level. The building's middle section should incorporate materials, textures, colors and detailing to provide interest and articulation. The tops of buildings are encouraged to be capped with well-proportioned, pitched roofs that act as the uppermost unifying component.

GUIDELINES

1. Buildings should have consistent architectural style and related detailing. All elevations visible to the public should have a complementary level of detailing.
2. Use gables, shed roof forms, cornices, balconies, roof terraces and other elements to step and articulate roof lines.
3. Use both horizontal and vertical articulation to reduce a building's scale and mass.
4. The visual mass of large buildings should be broken up through the use of elements such as roof forms, gables, projections and arcades.
5. Break up building facades with projections, recesses, piers, textured materials, trim and other architectural details to avoid a bulky or "box-like" appearance.
6. Placement, shapes, materials, texture, details and colors should contribute to the overall building articulation. Design complex building forms with setback, overhangs, porches and varied skylines.
7. Use brackets and overhangs to intercept sunlight and encourage building shadowing articulation where significant amounts of glass is used. Windows and doors should relate to the structural expression of the building.
8. Glazing should avoid large amounts of reflective window planes without suitable overhangs or other articulation.

STANDARDS: BUILDING FORM + ARTICULATION

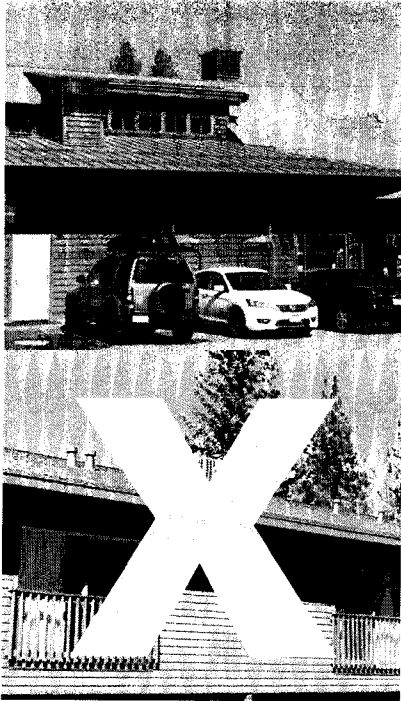


Example of guideline 1.

Example of guideline 3.



Example of guideline 5.



Equipment may be screened from view.



Differentiated materials is one way to visually separate the base floors from the upper floors.



Projecting overhead canopies create interesting architectural details and provide protection from the snow.



Example of guideline 6.



©VanceFox.com; Walton Architecture and Engineering and Tahoe Mountain Resorts

Example of guideline 7.



DRIVEWAY STANDARDS

INTENT

Provide alignments that minimize grading and other disruption of the site.

STANDARDS: MIXED-USE AND MULTI-FAMILY RESIDENTIAL

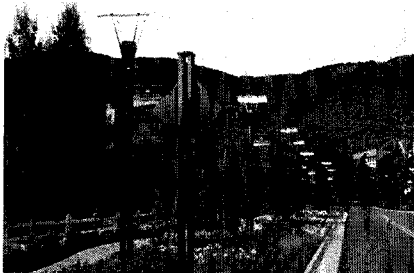
- * All parking and drive lanes shall be paved with concrete, asphalt or permeable paver, unless alternative material is approved.
- * Maximum gradient of parking lots shall meet Morgan County code requirements.
- * All subdivisions shall be provided with fire apparatus access roads in accordance with fire codes.
- * Driveways shall provide a minimum unobstructed width of twelve feet (12') and a minimum unobstructed height of eighteen feet (18').



Example of guideline 2.

GUIDELINES

1. A garage may be located above or below main living area to accommodate a lesser driveway gradient and avoid driveways in excess of 12 percent (12%) slope.
2. Driveways are to be designed with the natural topography when feasible.



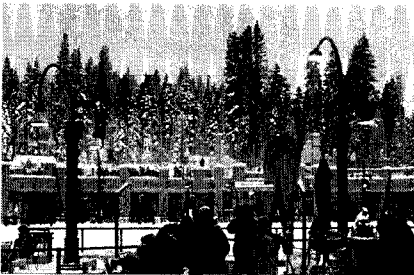
PARKING LOT STANDARDS

Determined to not be applicable by County stakeholders and applicant, given that this is a private community.

PARKING LOT LIGHTING STANDARDS

INTENT

To minimize lighting, maintain the rural character of the site, limit lighting as required only by safety, and preserve views of the night sky in Morgan County. The Owner may, in its discretion and at Owner's or a service provider's expense, install appropriate street and pedestrian lighting within the Project so long as such lighting complies with the intent of the International Dark Sky standards. Any such street lighting shall remain the responsibility of the Owner, or other service provider, for operation and maintenance, for the Subject Property, or any portion thereof.



STANDARDS

- * Full cut-off lights shall be required for all lighting fixtures.
- * The maximum total lumens of any exterior light fixture shall be 1000 lumens.
- * Sodium vapor and all colored lights shall be prohibited.

GUIDELINES

1. LED lighting requirements may exceed the 1000 lumens maximum if deemed necessary for safety.



Examples of preferred down-lighting.

SIGNAGE STANDARDS

Determined to not be applicable by County stakeholders and applicant, given the attributes of the Wasatch Peaks Ranch development.

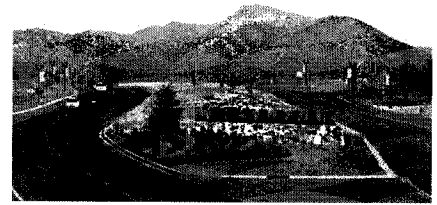
ENTRY SIGNAGE

INTENT

To provide clear identity and wayfinding signage for residents and guests.

ENTRY OR MONUMENT STANDARD

- * Each entry to Wasatch Peaks Ranch is allowed two entry or monument signs with the name of the property. The entry or monument signs may include architectural features and may sit on a landscaped berm.
- * Each freestanding monument sign may be illuminated with a series of external down lights or with internal halo lighting.
- * Lighting shall be warm white. No colored lighting is allowed.





LANDSCAPE + BUFFERING
STANDARDS

DEFENSIBLE SPACE

INTENT

To reduce the possibility and intensity of a wildfire, reduce the rate of fire spread and provide increased safety for emergency fire equipment.

STANDARDS

- ® A minimum of 30 feet adjacent to all structures shall be considered defensible space. In order to qualify as defensible space, fuel modification shall be provided as follows:
 - ✦ Nonfire-resistive vegetation must be modified or removed.
 - ⤴ Trees are allowed, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuels is not less than 10 feet (10').
 - ⤴ Ornamental vegetative fuel or cultivated ground cover, such as green grass, ivy, succulents or similar plants are allowed provided they do not form a means of transmitting the fire from the native growth to any structure.

GUIDELINE

Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures.

REVEGETATION + SEED MIXES FOR SUBJECT PROPERTY

INTENT

To prevent erosion and the invasion of unwanted species.

STANDARDS

- All disturbed areas on each lot shall be revegetated via drill seeding or hydromulch application the first growing season after disturbance has occurred using a native seed mix. A minimum of 95% of the disturbed area must be covered two years after the application or additional seeding will be required.
- Any disturbance caused by utility construction shall be revegetated immediately following completion of construction, or when seasonally appropriate (next growing season).
- All slopes 3:1 and greater shall be protected with erosion control fabric as appropriate. Hydromulch may also be utilized.

GUIDELINE

An alternative seed mix may be considered and approved outside of the building envelope if the alternative seed mix unifies the overall landscaping theme for the lot and does not include invasive or unwanted species.



Examples of natural revegetation



GRADING

INTENT

To promote the public health, safety, and welfare, to protect property and infrastructure, and to minimize grading impacts on the natural contour of the land on each site by blending new designs into existing topography and land forms, while ensuring the protection of drainage corridors.



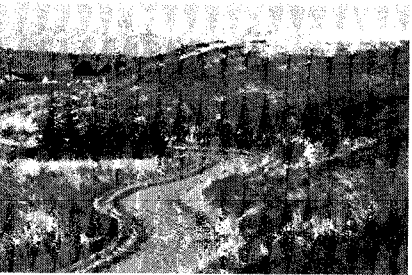
STANDARDS

- Buildings shall not appear perched on site.
- Maximum slopes shall be 2:1, subject to geotech report and adequate stabilization. Slopes greater than 2:1 shall require a retaining wall.
- Disturbed areas shall be revegetated to match and blend naturally into surrounding environment.
- All cuts and fills shall be shaped, rounded, minimized and non-uniform to simulate natural existing contours.
- Existing topsoil will be stockpiled and utilized to cover manufactured slopes.
- All earthwork and grading shall respect any landslide mitigation strategies for the property, depending upon location.
- A geotech report is required for all structural grading.



GUIDELINE

Slopes up to 2: 1 may be considered without the use of retaining walls if proper slope stabilization products are utilized and approved by Morgan County.



Examples of preferred grading solutions

DRAINAGE

INTENT

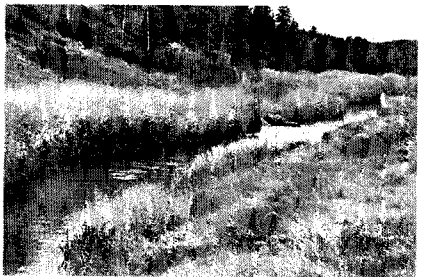
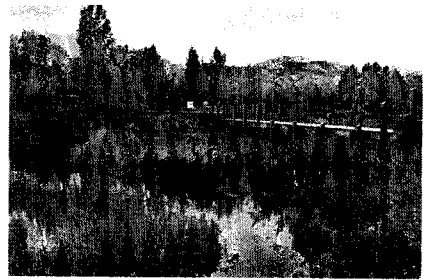
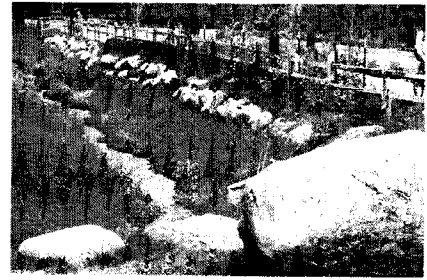
To maintain existing drainage patterns and discharge points both during and after construction.

STANDARDS

- * New drainage ways shall appear natural and function like natural drainage ways.
- * Drainage resulting from development shall be dispersed on site and not directed to other lots.
- * Passive landscape swales shall be protected prior to drainage leaving the site.

GUIDELINE

When existing drainage patterns run through a development parcel, the drainage pattern may be manipulated to accommodate a built structure if the drainage is rerouted.



Examples of preferred drainage structures



APPENDICES

APPENDIX A: APPROVED PLANT SPECIES PALETTE

PLANT TYPES	BOTANICAL NAME	COMMON NAME
Evergreen Trees	<i>Picea pungens</i>	Colorado Spruce
	<i>Pinus ponderosa</i>	Ponderosa Pine
	<i>Pinus edulis</i>	Pinyon Pine
	<i>Pinus nigra</i>	Austrian Pine
	<i>Pseudotsuga menziesii</i>	Douglas Fir
Deciduous Trees	<i>Acer grandidentatum</i>	Big-tooth Maple
	<i>Celtis occidentalis</i>	Common Hackberry
	<i>Crataegus douglasii</i>	Douglas Hawthorn
	<i>Populus tremuloides</i>	Quaking Aspen
	<i>Sorbus scopulina</i>	Rocky Mountain Ash
Evergreen Shrubs	<i>Cercocarpus ledifolius</i>	Curl-leaf Mountain Mahogany
	<i>Juniperus horizontalis</i>	Creeping Juniper
	<i>Mahonia repens</i>	Creeping Mahonia
Deciduous Shrubs	<i>Acer glabrum</i>	Rocky Mountain Maple
	<i>Amelanchier alnifolia</i>	Saskatoon Serviceberry
	<i>Cornus stolonifera</i>	Redtwig Dogwood
	<i>Euonymus alatus</i>	Burning Bush
	<i>Fallugia paradoxa</i>	Apache Plume
	<i>Foresteria neomexicana</i>	Mountain Privet
	<i>Physocarpus malvaceus</i>	Ninebark
	<i>Philadelphus lewisii</i>	Mockorange
	<i>Potentilla fruticosa</i>	Shrubby Cinquefoil
	<i>Prunus melanocarpa</i>	Chokecherry
	<i>Rhus glabra</i>	Smooth Sumac
	<i>Rhus trilobata</i>	Oakleaf Sumac
	<i>Ribes alpinum</i>	Alpine Currant
	<i>Ribes aureum</i>	Golden Currant
	<i>Rosa woodseii</i>	Wood's Rose
<i>Symphoricarpos albus</i>	Common Snowberry	

PLANT TYPES	BOTANICAL NAME	COMMON NAME
Perennials/Ground Covers	<i>Alyssum montanum</i>	Basket of Gold
	<i>Aquilegia caerulea</i>	Rocky Mountain Columbine
	<i>Arctostaphylos uva-urii</i>	Kinnikinnick
	<i>Chrysanthemum maximum</i>	Shasta Daisy
	<i>Delphinium elatum</i>	Delphinium
	<i>Echinacea purpurea</i>	Purple Coneflower
	<i>Eriogonum species</i>	Buckwheat species
	<i>Euonymus fortunei</i>	Wintercreeper
	<i>Fragaria species</i>	Wild Strawberry
	<i>Gaillardia species</i>	Blanket Flower
	<i>Heuchera sanguinea</i>	Coralbells
	<i>Hemerocallis hybrids</i>	Daylillies
	<i>Linum perenne</i>	Wild Blue Flax
	<i>Lupinus polyphyllus</i>	Lupine
	<i>Oenothera missouriensis</i>	Evening Primrose
	<i>Penstemon species</i>	Penstemon
<i>Sphaeralcea species</i>	Globemallow species	
<i>Vinca species</i>	Periwinkle	
Ornamental Grasses	<i>Andropogon scoparium</i>	Little Bluestem
	<i>Bouteloua gracilis</i>	Blue Grama
	<i>Festuca ovina</i>	Sheep Fescue
	<i>Helictotrichon sempervirens</i>	Blue Avena
	<i>Oryzopsis hymenoides</i>	Indian Ricegrass
	<i>Pseudoroegneria spicata</i>	Bluebunch Wheatgrass

Native Seed Mix - Provide seed mixes designed to perform at altitude, with an initial cover crop to minimize erosion.

GUIDELINE

Drought tolerant plants that are not local to the immediate the Wasatch Peaks Ranch property, but that work well in Morgan County and other Xeriscape gardens may be acceptable.

All weeds officially designated and published as noxious per the Utah Noxious Weed Act shall not be introduced on the site. If evidence supports that any noxious weeds exist prior to development, all efforts should be taken to eliminate the noxious weeds.

APPENDIX B: VEGETATION MANAGEMENT PLAN

PLANT TYPES	BOTANICAL NAME	COMMON NAME
Grasses	<i>Agropyron cristatum</i>	Crested Wheatgrass
	<i>Agropyron smithii</i>	Western Wheatgrass
	<i>Buchloe dactyloides</i>	Buffalograss
	<i>Dactylis glomerata</i>	Orchardgrass
	<i>Festuca cinerea and other species</i>	Blue Fescue
	<i>Lolium species</i>	Rye Grass
	<i>Poa pratensis</i>	Kentucky Bluegrass
	<i>Poa secunda</i>	Sandberg Bluegrass
Herbaceous Perennials	<i>Achillea clavennae</i>	Silvery Yarrow
	<i>Achillea filipendulina</i>	Fernleaf Yarrow
	<i>Achillea - other species & hybrids</i>	Yarrow*
	<i>Aquilegia - species & hybrids</i>	Columbine
	<i>Armeria maritime</i>	Sea Pink, Sea Thrift
	<i>Artemisia stelleriana</i>	Beach Wormwood, Dusty Miller
	<i>Artemisia - other species & hybrids</i>	Various names*
	<i>Bergenia - species & hybrids</i>	Bergenia
	<i>Centranthus ruber</i>	Red Valerian, Jupiter's Beard
	<i>Cerastium tomentosum</i>	Snow-in-Summer
	<i>Coreopsis auriculata var. Nana</i>	Dwarf Mouse Ear Coreopsis
	<i>Coreopsis - other perennial species</i>	Coreopsis
	<i>Delosperma nubigenum</i>	Hardy Ice Plant
	<i>Dianthus plumarius & others</i>	Pinks
	<i>Erigeron hybrids</i>	Fleabane
	<i>Gaillardia X grandiflora</i>	Blanket Flower
	<i>Geranium cinereum</i>	Hardy Geranium
	<i>Geranium sanguineum</i>	Bloody Cranesbill, Bloodred Geranium
	<i>Geranium species</i>	Geranium
	<i>Hemerocallis species</i>	Daylily
	<i>Heuchera sanguinea</i>	Coral Bells, Alum Root
	<i>Iberis sempervirens</i>	Evergreen Candytuft
	<i>Iris species & hybrids</i>	Iris
	<i>Kniphofia species & hybrids</i>	Red-hot Poker
	<i>Lavandula species</i>	Lavender
	<i>Leucanthemum X superbum</i>	Shasta Daisy
	<i>Limonium latifolium</i>	Sea-lavender, Statice
	<i>Linum species</i>	Flax
	<i>Liriope spicata</i>	Lily-turf
	<i>Lupinus species & hybrids</i>	Lupine*
	<i>Medicago sativus</i>	Alfalfa
	<i>Oenothera species</i>	Primrose

PLANT TYPES

BOTANICAL NAME

COMMON NAME

<i>Papaver species</i>	Poppy
<i>Penstemon species & hybrids</i>	Penstemon
<i>Perovskia atriplicifolia</i>	Russian Sage, Azure Sage
<i>Potentilla nepalensis</i>	Nepal Cinquefoil
<i>Potentilla tridentata</i>	Wineleaf Cinquefoil
<i>Potentilla verna</i>	Spring Cinquefoil, Creeping Potentilla
<i>Potentilla - other non-shrubby species & hybrids</i>	Cinquefoil, Potentilla*
<i>Salvia species & hybrids</i>	Salvia, Sage*
<i>Sedum species</i>	Stonecrop, Sedum
<i>Sempervivum tectorum</i>	Hen and Chicks
<i>Stachys byzantina</i>	Lamb's Ear
<i>Yucca filamentosa</i>	Yucca

Shrubs & Woody Vines

<i>Atriplex species</i>	Saltbush
<i>Ceanothus americanus</i>	New Jersey Tea
<i>Ceanothus ovatus & others</i>	Ceanothus
<i>Cistus species</i>	Rock-rose
<i>Cotoneaster dammeri</i>	Bearberry Cotoneaster
<i>Cotoneaster horizontalis</i>	Rockspray or Rock Cotoneaster
<i>Cotoneaster - other compact species</i>	Cotoneaster
<i>Lonicera species & hybrids</i>	Honeysuckle
<i>Mahonia repens</i>	Creeping Oregon Grape
<i>Parthenocissus quinquefolia</i>	Virginia Creeper
<i>Prunus besseyi</i>	Sand Cherry
<i>Purshia tridentata</i>	Bitterbrush, Antelope Bitterbrush
<i>Pyracantha species</i>	(Firethorn, Pyracantha)
<i>Rhamnus species</i>	Buckthorn
<i>Rhus trilobata</i>	Skunkbush Sumac
<i>Rhus - other species</i>	Sumac
<i>Ribes species</i>	Currant, Gooseberry
<i>Rosa rugosa & other hedge roses</i>	Rugosa Rose
<i>Shepherdia canadensis</i>	Russet Buffaloberry
<i>Syringa vulgare</i>	Lilac
<i>Vinca major</i>	Large Periwinkle
<i>Vinca minor</i>	Dwarf Periwinkle, Common Periwinkle

PLANT TYPES	BOTANICAL NAME	COMMON NAME
Trees	Acer species	Maple
	Betula species	Birch
	Cercis canadensis	Eastern Redbud
	Populus tremuloides	Quaking Aspen
	<i>Populus</i> - other species	Poplar, Cottonwood
	Salix species	Willow

**Plants or groups of plants marked with an asterisk (*) can become weedy in certain circumstances and may even be noxious weeds with legal restrictions against their planting and cultivation. Check with your local Extension office or State Department of Agriculture for information on noxious weeds in your area.*

Note: Some of the listed plants may not be considered "water-wise" or drought-tolerant for arid climates.

Source: 2006 Utah Wildland-Urban Interface Code; Utah fire resistive species (adapted from "Utah forest facts: firewise plants for utah landscapes" Utah state university press extension, 2002)