

**LAKESIDE NORTH MASTER PLAN DEVELOPMENT AGREEMENT
JSPA Overlay Zone**

This LAKESIDE NORTH MASTER PLAN – DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 26th day of JAN, 2018, by and between Jordanelle Land Investors, LLC, a Utah limited liability company (hereinafter "Developer"), and Wasatch County (hereinafter "the County"), a political subdivision of the State of Utah. Developer and the County may hereinafter be referred to individually as a "Party" and collectively as the "Parties". This Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Developer and the County involving the Property (defined below.)

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27a-101, et seq., Section 17-53-223, and Section 17-53-302(13), as amended, and the Wasatch County Development Code, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer holds legal title to the real property, consisting of approximately 678 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto (the "Property").
- C. On or about November 5, 2014, the County adopted the Jordanelle Specially Planned Area Code (the "JSPA Code"), which is an applicable zoning ordinance for the Property and the larger area of the County referred to as the "JSPA Planning Parcels".
- D. All of the Property is located within the boundaries of the JSPA and JSPA Planning Parcels.
- E. The JSPA Code indicates that the Property can be developed with a Target Density, as defined below, of 503 ERUs, subject to compliance with the requirements of Applicable Law.
- F. Developer's predecessors in title, Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (collectively "Mayflower") requested approval to develop the Property as consisting of 503 Residential ERUs, together with other uses.
- G. On February 15, 2017, following review and recommendation by the County's Development Review Committee, the County's Planning Department and the JSPA Planning Commission, the Wasatch County Council reviewed and approved

the Lakeside North Master Plan ("Project Master Plan") subject to the Parties entering into this Agreement. The Project Master Plan for, *inter alia*, a Target Density 503 ERUs, was approved by the Council pursuant to duly noticed public hearings.

- H. The Developer has agreed to the Target Density for the Development of the Property.
- I. The County desires to enter into this Agreement to memorialize conditions and agreements which were established as part of the Project Master Plan approval process and to help clarify the process to continue the Development process for the project. This agreement is not intended to modify or exempt any legal requirement or code provision contained in any state or local law, but rather give some guidance to Developer of areas of the law which will need to be followed as part of the continued Development process including, but not limited to (1) mitigate significant environmental impacts; (2) ensure installation of necessary on-site and off-site public improvements; (3) provide for the preservation of substantial permanent open space; (4) make provision for trail facilities; (5) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (6) ensure that public services appropriate to the Development of the Property are provided; (7) provide affordable housing; (8) provide for the maintenance of facilities, trails and open space within the Development during construction and after completion; (9) otherwise achieve the goals and purposes of the County and Developer; (10) identify responsibilities of the "Master Developer" and subsequent developers; (11) designate all improvements committed to by the developer as part of the master plan approval process; and (12) provide a record of minutes, staff reports, power point presentations and plans.
- J. Developer desires to enter into this Agreement to memorialize Project Master Plan approvals and ensure that Developer may proceed with the Project in accordance with this Agreement and Applicable Law (defined below).
- K. The County has undertaken review and planning actions relating to the Development of the Property and the Project. These actions are set forth in the official minutes and record of the JSPA Planning Commission and the County Council. A condition of final approval of the Project Master Plan of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all Phases or Plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- L. Each Party acknowledges that it is entering into this Agreement voluntarily.

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

AGREEMENT

SECTION 1. EFFECTIVE DATE AND TERM SECTION

1.1. Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2. Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of up to Fifteen (15) years, provided the Developer proceeds with reasonable diligence by proceeding in conformity with Wasatch Code 16.27.10 by submitting in good faith for preliminary approval within one year of the Effective Date of this Agreement, by in good faith applying for final approval on at least one Phase within one year of receiving preliminary approval, by recording any plat that achieved final approval within one year of final approval being granted, which shall be extended by one additional year upon showing of good cause, and by applying in good faith for final approval on an additional phase within five years of achieving final approval on a previous phase. The County agrees to process complete submissions and to recommend approval of compliant submissions to the County Council with reasonable diligence.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the approved plats, site plan approvals, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. No easements, maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with the land, including obligations that were based upon the approvals, shall expire upon termination or expiration of this Agreement.

SECTION 2. DEFINITIONS

Any term or phrase used in the Agreement that has its first letter capitalized shall have that meaning given in this section:

"Acceptance Date" means February 9, 2016, the date the County accepted the Mayflower Master Plan Application, including the Lakeside North Master Plan, as complete for consideration and accepted Developer payments tendered with said application.

"Applicable Law" shall have that meaning set forth in Section 4.2(a) of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" means Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County Council" means the Wasatch County Council.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County.

"Current Approvals" shall have the meaning set forth in the Recitals of this Agreement.

"Developer" means those entities or persons identified as Developer in the preamble, and shall include Developer's successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Developer's rights and obligations under this Agreement. If more than one person is listed as a developer in the preamble, each and every developer listed is jointly and severally liable for all obligations of Developer. The obligations of the Developer shall automatically be assigned to subsequent purchasers of the Project, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement.

"Development" means the planning, design and construction of infrastructure, amenities, and similar improvements and related buildings and structures pursuant to and consistent with Development Entitlements on the Property.

"Development Code" means the Wasatch County Land Use and Development Code (Title 16 of the Wasatch County Code and the Appendices thereto).

"Development Entitlements" means County-approved plan and other consents, commitments, or agreements necessary to the Development of the Property actually granted by the County.

"Director" means the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

"Home Owners Association" means the Lakeside North Master Owners' Association, a non-profit corporation formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations of Developer assumed by it.

"Jordanelle Parkway" means the roadway, existing in part and contemplated in part, extending from its existing connection at Exit 8 off U.S. Highway 40 (commonly known as "the Mayflower Exit" and "Deer Hollow Road Exit") running in a north-northeasterly direction towards Highway 248 more or less along the abandoned Union Pacific railroad right-of-way.

"Jordanelle Parkway North Segment" shall mean the extension of Jordanelle Parkway as a finished minimum 75 foot wide right-of-way, and asphalt road having two lanes and additional left turn lanes at intersections along the Parkway (as required from findings of the approved traffic study for the Parkway) running from the south property line of the Property northerly until the Parkway connects the existing and running Jordanelle Parkway at the Iroquois Development. The road shall be completed as a Class B highway in accordance with all applicable County ordinances and in accordance with the conditions set forth in this Agreement.

"JSPA Code" means the *Jordanelle Specially Planned Area – Appendix 6, Title 16, Chapter 41*, of the Development Code.

"JSPA Planning Commission" means the land use authority in the Jordanelle Specially Planned Area.

"Marina" means that portion of the Mayflower property adjacent to State Road 319, including the Tailings.

"Marina-East" (aka 'Marina-North') means that portion of the Mayflower property adjacent to State Road 319 that has received masterplan approval from the County.

"Master Developer" shall be the Developer that received the Project Master Plan approval and committed to certain improvements that the master developer shall be responsible, either directly or indirectly, for their installment and completion.

"Master Infrastructure Improvements" is defined in Section 3.1(b)(7).

"Master Trail Plan" is the trail plan attached as Exhibit D.

"Project" shall mean the Property and the Development on the Property which is the subject of this Agreement, including all Phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the Development of the Project.

"Open Space" is (i) land which is not covered by dwellings or by pavement or other impervious material which is dedicated to be used perpetually by the owners or the public for some other purpose besides development and is owned by the Home Owners Association, as required by the Project Master Plan and the Development Code, and (ii) the lands on which Developer shall construct and maintain a golf training center, clubhouse and equestrian center. Exhibit B shows the Open Space.

"Phase" is the Development of a portion of the Project, including any application for a Subdivision plat in the Project.

"Phase Project Improvements" are defined in Section 3.1(b)(7).

"Project Improvements" shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

"Project Master Plan" shall have the meaning set forth in Recital G of this Agreement, and is attached as Exhibit C to this Agreement.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

"Subdivisions" shall mean each final Phase plat and/or Subdivision of Project and the Development of such portion of the Property as is included in such Subdivisions, including all Phases regularly approved by the County and any ancillary and additional improvements or endeavors incident to the Development of the applicable Subdivisions.

"Target Density" shall mean the maximum number of ERU's which can be placed on the Property. Developer is entitled to use all Target Density subject to compliance with Applicable Law, including the Development Code in effect on the Acceptance Date. Unused density may not be transferred or sold off of the Property. Commercial density is not counted against the Target Density. Commercial uses ancillary to the golf training center, clubhouse and equestrian center shall not require density entitlements.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

(a) *Generally.* The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) *Conditions to Current Approvals.* Developer shall comply with all of the following Conditions to Current Approvals:

- (1) *Compliance With Conditions Imposed By County:* Subject to Section 4, Developer agrees to comply with any and all conditions recommended and approved by the Development Review Committee, the JSPA Planning

Commission, and the County Council, including those set forth in this Agreement and in Exhibit E. Developer agrees that such conditions are material to Project Master Plan approval and any material deviation from such components in the County's reasonable discretion will void Project Master Plan approval and are a violation of this Agreement. Developer agrees that adopted staff reports, written and audio transcripts, reports of action, Power Point Presentations, and official written minutes are also integral to the approvals that were granted by the Development Review Committee, the JSPA Planning Commission, and the County Council.

- (2) *Phasing*: Unless otherwise stated herein, Developer may in his or her discretion in conformity with the Development Code and Section 1.2 of this Agreement, develop the Project in Phases. In developing each Phase, Developer shall, with the approval of the County, ensure the logical extension of the Project Improvements through each Phase and throughout the Project, all in conformance with the requirements of this Agreement, Applicable Law, and the requirements imposed by the JSPA Planning Commission and County Council pursuant to Applicable Law. Developer understands that additional studies may be required for Phases. Subject to Section 4, each Phase must comply with all requirements of the Development Code, including any requirements for approval by the JSPA Planning Commission. Regardless of whether the Developer determines to develop the Project in Phases, the Developer is subject to the Development Code, including, without limitation, County Code 16.27.10 and the JSPA Code, as of the Acceptance Date. Without limitation, this process includes submission and approval of a preliminary plan of the whole area be submitted as required in 16.27.10(C)(4)(b) & (E)(1)(t). The process associated with the preliminary plan for shall show a general over-all road and utility plan for the whole Parcel. The process associated with the Final Plat(s) can be limited to individual Phases.
- (3) *Payment of Administrative Fees*: Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (4) *Payment of Impact Fees*: Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Council, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.
- (5) *Affordable Housing*: Master Plan approval for Marina-East and Lakeside-North included an obligation to provide 101.97 Affordable Unit Equivalents or AUEs (51.67 AUE for Marina-East and 50.30 AUE for Lakeside-North).

Developer shall satisfy the AUE obligation under the terms of the Moderate Income Housing Agreement attached hereto as Exhibit F and by this reference made a part hereof. If Developer requests that the County Council consider any amendments to the Affordable Housing Agreement or the AUE obligation that materially impacts the Master Plan, then Developer must also request an amendment to the Project Master Plan.

- (6) *Special Service District Fees, and Charges:* The following services will be provided to the Project by special service districts, each of which has issued to Developer a “will serve” letter, copies of which are attached hereto as Exhibit G and incorporated by reference herein:

Service	Entity Providing Service
Culinary Water	JSSD
Irrigation Water	JSSD
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	JSSD

Developer agrees to pay any and all fees imposed by the District in connection with Development of the Project, including (but not limited to) fees for plan check and engineering review.

- (7) *Construction or Dedication of Master Infrastructure Improvements:* The Master Developer shall be responsible for the completion of fundamental infrastructure requirements for the Development of the entirety of Project, excluding infrastructure improvement contained within the perimeter or boundary of a subdivision directly necessary for only one Subdivision or Phase ("Master Infrastructure Improvements"). Master Infrastructure Improvements include the following: (i) all roads and other improvements within the road rights-of-way within the Property, sidewalks, curb, gutter, street lighting, signage (including directional/information components specified in the Design Handbook), and wet and dry utilities within such rights-of-way, all to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Property as set forth in the Project Master Plan; (iv) utility services to the perimeter or boundary of all Subdivisions and to common improvements within the Property; (vi) dedication and construction of trails shown on the Master Trail Plan, including to the perimeter or boundary of all Subdivisions; (vii) dedication of Open Space lying outside of any Subdivision through an easement, if required in the county’s sole discretion; (viii) landscaping in areas outside of Subdivision plats, or necessary for the whole project; and (ix) all other improvements that are not Phase Project Improvements. The primary

responsibility and liability for the construction of all Master Infrastructure Improvements shall rest with the “Master Developer”, through this obligation does not exclude additional parties who have liability as indicated in this Agreement or under Applicable Law. The Master Infrastructure Improvements shall be completed as the Master Infrastructure Improvements are needed as Phases are developed, in the County’s sole discretion. While additional Master Infrastructure Improvements will be required to be made or bonded for prior to any Subdivision plats being approved, the Developer understands the following Master Infrastructure Improvements will certainly need to be completed or bonded for prior to any Subdivision plats being approved: Jordanelle Parkway North Segment.

- (8) *Construction or Dedication of Project Phase Improvements* Project improvements associated with an individual Phase or Subdivision of the Project, as determined in the County’s sole discretion, (“Phase Project Improvements”) shall be applied for as part of the Final Application for that Phase. Phase Project Improvements include: (i) all roads and other improvements within the road rights-of-way within the Subdivision, sidewalks, curb, gutter, street lighting, signage (including directional/information components specified in the Design Handbook), and wet and dry utilities within such rights-of-way, within or directly adjacent to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Subdivision as set forth in the Project Master Plan; (iv) utility services within or adjacent to the perimeter or boundary of all Subdivisions; (vi) dedication and construction of trails shown on the Master Trail Plan, including within or adjacent to perimeter or boundary of all Subdivisions; (vii) dedication of Open Space lying within any Subdivision through an easement, if required in the County’s sole discretion; (viii) landscaping in areas inside of Subdivisions; and (ix) all other improvements or dedications that are required within the Subdivision or adjacent to the Subdivision required by the Development Code. Phase Project Improvements shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that Phase. Issuance of a building permit does not waive any improvement requirements. This sub-section (8) supersedes sub-section (9) below if, and only to the limited extent they are not compatible.
- (9) *Construction and Maintenance of Amenities and Recreational Facilities:* Developer shall or may construct certain amenities and recreational facilities in conjunction with the Project in accordance with the following schedule:

Lakeside-North Amenities and Recreation Facilities
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<u>Amenity or Recreational Facility</u>	<u>Description</u>	<u>Date of Substantial Completion and Maintenance Responsibility</u>
Required Amenities: Public Trails and Open Space	7.3 miles of bike trails including Parkway with 2 trail heads as per the approved master plan	Concurrent with each phase Maintained by HOA
Permitted Amenity: Private Trails & Parks	Bike and walking trails with community parks	At developer's discretion Maintained by HOA
Permitted Recreational Facility: Clubhouse & Pool	15,000 SF clubhouse with restaurant, bar, outdoor dining, events, meeting rooms, restrooms, pro-shop, locker rooms, offices, fitness facility, fire pit, pool and parking.	At developers discretion (anticipated in Phase 1) Maintained by Master Developer or successor
Permitted Recreational Facility: Golf Training Center	3-hole golf course, driving range, putting greens and tubing hill.	At developers discretion (anticipated in Phase 1) Maintained by Master Developer or successor
Permitted Recreational Facility: Equestrian Center	Barn including 18 stalls, turnouts, kitchen, casino room, office, indoor/outdoor arena with dressage court, pastures and parking.	At developers discretion (anticipated in Phase 1) Maintained by Master Developer or successor
Permitted Amenity: Entry Area	A monument and signage.	At developers discretion (anticipated in Phase 1) Maintained by Master Developer or HOA.

Developer shall construct the required amenities and recreation facilities but need not construct the permitted amenities and recreational facilities. The maintenance obligations for such amenities and facilities shall be as provided above. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as reasonably established by the County, or in accordance with standards accepted throughout the Wasatch Front, whichever is greater. In the event Developer or the Home Owners Association fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

Trail Development. The mobility element of the Project Master Plan, together with the overall Preliminary Plan, and all subsequent submittals will identify various proposed public trail systems within Project, including proposed connections to adjoining properties. Developer and the County desire to have the trail systems within the Property connect to adjoining properties in all directions to facilitate ultimate connection to the regional trail plan proposed by the County. Developer agrees to allow for such connections, and build/allow stub connections to and from adjacent properties at appropriate locations. Trails shall form loops and only in the case of a future off-site connection create a dead end. Prior to construction, back country trails shall be flagged by the Developer and inspected by the County. All trails constructed within Project shall be constructed by a licensed trail contractor and in accordance with Section 16.38 of the Development Code and the International Mountain Biking Association Standards. In areas of steep grades and narrow corridors between platted lots a plan and profile of the trails shall be provided with the preliminary application to ensure that trails are less than an 8% grade as represented at Project Master Plan approvals. Prior to final plat approval site inspections will need to be performed with property corners staked to ensure that trails meet grade requirements. All plats shall location of public trails. After construction of trails and prior to bond release a legal description of the public trails easement shall be recorded with 5' from each side of the center line of the trail.

- (10) *Maintenance of Open Space and Trails:* Developer shall be responsible to identify in conjunction with the County, and maintain the Open Space and public trails in all respects, including but not limited to landscaping, irrigation, and weed control. This obligation shall be transferred by written agreement to the Home Owners Association. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
- (11) *Detention pond maintenance:* All detention ponds will remain the property and responsibility of the Developer who receives the initial permit for Development of the Phase. The Developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. They shall inspect detention pond for erosion and any changes after every major storm event but at least monthly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or

other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion. They shall perform Regular Maintenance, including:

- * Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit.

- * Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.

- * Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.

- * Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.

- * Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river.

- * Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.

- * Do not place yard waste such as leaves, grass clippings or brush in ponds.

- * Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

This obligation shall be transferred by written agreement to the Home Owners Association. Maintenance provided by Developer or the Home Owners Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Home Owners Association fails to maintain the Open Space and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

- (12) *Architectural Renderings and Landscape Plan:* The Material and Design Handbook required in 6.3.2 of the JSPA Code shall be used throughout the JSPA area for a consistent look of common elements. Consistent with 5.2.1 of the JSPA Code, these standards will be somewhat set by the first

development to get approval of the Material and Design Handbook. If this Property is the first project to have their materials and design handbook approved, their material and design guidelines will establish the standards. If another project receives approval of their material and design guidelines first this Project will be committed to their materials and design handbook. Once adopted, any amendments to the Material and Design Handbook for the Project shall require approval by the JSPA PC. The Material and Design Handbook shall set forth proposed unifying design elements (as per the Development Code) for the Project and other developments in the JSPA, including, without limitation, a proposed logo for Project and/or the JSPA, signage, wayfinding, maps, trailheads, and related design elements, common landscape, including but not limited to: street lighting, outdoor drinking fountains and, where applicable, shared parking facilities. The Material and Design Handbook shall also provide for consistent use of color palettes and materials, as well as trails and cart path design elements and materials. Any amendments to the Material and Design Handbook shall require approval by the JSPA Planning Commission, and the County Council if an attachment to this Agreement. The approved Material and Design Handbook shall be adopted as part of the Master CC&Rs, and shall be enforced by, without limitation, the Home Owners Association created to manage and regulate the Development and operation of Project. Developer shall not be required to develop standards or guidelines for the Material and Design Handbook that will not be implemented on the Property, nor shall Developer be bound by such material and design standards or guidelines developed by others for different uses, so long as those standards developed by others are not implemented by the JSPA Planning Commission in a lawful manner that makes them applicable to the Property. As part of the Preliminary Application submission, Developer shall submit a landscaping plan that complies with the Development Code, the Material and Design Handbook, and the Project Master Plan. Developer agrees to implement the approved landscaping plan.

(13) *Bonding:*

- i. *Performance Bonds and Warranty Bonds.* After receiving final approval of a plat but prior to expiration of said approval, the recording of said plat, and the issuance of any building permits in the Development, Developer shall post performance and warranty bonds in relation to the Project. Prior to any approval of any Subdivision Plats or the subdivision of any portion of the Project, or the issuance of any building permits in the Development, any Master Infrastructure Improvements that the County requires in its discretion to be completed as part of the initial Phase shall be completed, or bonded for. Approval of any Phases will be contingent on an irrevocable Performance Bond being issued for any Master Infrastructure

Improvements that should be completed as part of that Phase in the County's discretion, and any Phase Infrastructure Improvements associated with that Phase, plus 10%, unless the improvements required are actually constructed. Developer shall post performance and warranty bonds in relation to the Project to cover any onsite and offsite improvements required by the County Code and the planning commission and County Council during the approval process. The bonds shall conform to the requirements of section 16.27.21 of the Wasatch County Code and be included as an exhibit to Final submissions. Included with the bond shall be an itemized engineer's cost estimate of all onsite and offsite improvements, trails, landscaping and any other amenities that are part of the approved plan.

- ii. *Maintenance Bonds.* For any improvements made by the Developer in any Phase of Development, the Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County, in the amount required under the Development Code to cover maintenance expenses for open space, trails, common landscaping, recreational facilities, or other maintenance obligations required under the Development Code within the Project prior to any certificates of occupancy being issued in that Phase. If Developer transfers these obligations by written agreement to the Home Owners Association, the County may waive the maintenance bond requirement for that portion of the Project under the Home Owners Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the facilities.
- iii. *No Third Party Rights.* All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

(14) Roads:

- i. *Road Maintenance:* The Jordanelle Parkway and the Parkway-to-Parkway 'loop road' shown in the masterplan drawings shall be dedicated to the County as public roads. All other roads in the Project, including specifically but not limited to all cul-de-sacs, will be private roads, unless the County and the Developer agree otherwise in writing. Private roads shall be constructed in

accordance with County standards. The Developer shall maintain the road, providing the same level of service provided to other Class B roads in the County. The Developer will transfer the obligation to maintain the private roads to the Home Owners Association after they have been approved by the County. The transfer to the Home Owners Association will be memorialized by a written agreement approved by the County.

- ii. *Snow Removal*: The Developer shall provide snow-removal on all private roads in the Project. The Developer will transfer the obligation to plow the private roads to the Home Owners Association after they have been approved by the County. The transfer to the Home Owners Association will be memorialized by a written agreement approved by the County.

- (15) Recreation Facility and Parkway Approval Processing. Developer's permitted recreation facilities (clubhouse & pool, golf training center, and equestrian center) shall be processed as permitted uses in Open Space pursuant to Code 16.41.02.2.1.2.22. Developer shall submit to the County Manager a roadway dedication quit-claim deed signed by all affected landowners, the County Surveyor, Manager, Planning Director, and Recorder dedicating the Jordanelle Parkway North Segment. After roadway approval but prior to construction, and prior to any final plat that includes residential lots being recorded, Developer shall submit engineering plans for the Parkway to the County Manager. The County shall process the Jordanelle Parkway North Segment deed as a bona fide division or partition of land by dedication in anticipation of further land use approvals on the parcels from which the dedication is made as infrastructure improvements, pursuant to Utah Code § 17-27a-103 (62)(c)(vi), and not as a subdivision. In addition, upon approval of the Jordanelle Parkway North Segment deed, Developer may contract for the construction of the Jordanelle Parkway North Segment amenity at its cost, subject to the right to request any reimbursements recognized in this Agreement or permitted under Applicable Law. The Jordanelle Parkway North Segment deed that does not include any residential lots shall not be considered a final plat for purposes of this Agreement, or for purposes of Wasatch Code 16.27.10. Upon completion of the Jordanelle Parkway North Segment improvements, or providing assurances for completion of the same as provided herein, the County may accept the Jordanelle Parkway North Segment improvements. The Developer shall cause or assure the County regarding performance and completion of the Jordanelle Parkway North Segment improvements as a public improvement completion assurance or warranty, as defined in Utah Code §§ 17-27a-103(20) through (23) prior to any final plat being recorded.

(c) Developer Liabilities. The obligations of the Developer, including the Master Developer, shall automatically be assigned and assumed by subsequent purchasers of the Project,

but the Master Developer shall not be released from the Master Infrastructure Improvement obligations as a result of the assignment and the assumption by subsequent purchasers. Subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement. However, in the event that subsequent purchasers of the Project do not expressly assume the obligations of this Agreement, they shall still be bound to the terms of, and obligations of this Agreement. In the event that the Property is conveyed in part, the fee owner of that portion of the Property shall expressly assume the obligations of this Agreement, though their total liability as Developer for Master Infrastructure Improvements shall be limited to the greater of either: a) The ERU value of the Property the that person owns, multiplied by the total cost of the Master Infrastructure Improvements, divided by 503; or b) The amount of the Property owned by the person that is not open space, multiplied by the total cost of the Master Infrastructure Improvements, divided by the total Property in the Project that is not open space. These calculations shall be determined by the County in the County's sole discretion. In no event shall all of the Developers be liable for Master Infrastructure Improvements under this Agreement for more than the total cost of the Master Infrastructure Improvements, plus the actual cost of enforcing this Agreement.

(d) Duration of Preliminary Plat Approval. Notwithstanding any other provision in this Agreement to the contrary, the provisions of Development Code Section 16.01.16 must be complied with.

3.2 Obligations of the County.

(a) Generally. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) Conditions to Current Approvals. The County shall not impose any further Conditions to Current Approvals other than as outlined in this Agreement, including in Section 3.1(b)(1), the Project Master Plan and in the official minutes of the JSPA Planning Commission and County Council, unless agreed to in writing by the Parties.

(c) Acceptance of Project Improvements. The County agrees, subject to Section 3.1(b)(13), to accept Project improvements as agreed by the County in the future approvals, in accordance with the County Code.

(d) Additional Obligations of the County.

- i. Road Maintenance: The Jordanelle Parkway North Segment road(s) and the Parkway-to-Parkway 'loop road' (in substantial compliance with the loop road contained in the Master Plan approval,) in the Project shall be a public road, along with any other roads the County Manager agrees in writing to accept as public roads. After the road has been constructed in accordance with County

standards and the County has accepted them, the road(s) shall be Class B road(s) and shall be placed on the County Class B road map, and the County shall maintain those road(s), providing the same level of service provided to other Class B roads in the County, unless the roads are included in an area incorporated or annexed into a municipality. The priority and method of maintenance shall be determined in the sole discretion of the County. Any road not specifically accepted and assumed by the County shall remain the Developer's.

- ii. *Snow Removal:* The County shall provide snow-plowing on Jordanelle Parkway North Segment and the Parkway-to-Parkway 'loop road' (in substantial compliance with the loop road contained in the Master Plan approval) in the Project. The County shall provide the same level of service to those roads as provided to other Class B roads in the County, unless those roads are included in an area incorporated or annexed into a municipality. The priority and method of snow-plowing shall be determined in the sole discretion of the County.

Section 4. DEVELOPER RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) Generally. As of the Effective Date of this Agreement, Developer has the vested right to proceed with the Development of the Property in accordance with this Agreement and the rights identified in Exhibit H, which vesting shall continue for so long as Developer is proceeding to implement the Master Plan approvals in accordance with the phasing schedule set forth in Section 1.2 above. The Project Master Plan approves target density and concept plan subject to compliance with Applicable Law. The approved Project Master Plan vests the densities approved and the right to apply for a preliminary approval in accordance with the approved Project Master Plan subject to any changes to the Project Master Plan or additional studies required under the Development Code for future approvals. If and to the extent that any provision of this Agreement clearly conflicts with an express provision of the Applicable Law, Applicable Law shall control.

(b) Reserved Legislative Powers. 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 Developer's rights as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Utah Code Ann. 17-27a-508 in effect on the Acceptance Date, or any other exception or basis for inapplicability of the doctrine of vested rights, recognized under state or federal law.

4.2 Applicable Law.

(a) Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the Development of the Property (the "Applicable Law"), including rules, regulations, official policies, standards and specifications, including the Development Code, including the JSPA Code, other applicable County ordinances and resolutions, state law, and federal law, in effect as of the Acceptance Date. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a default, terminate this Agreement. If

the default is cured prior to termination, then no default shall exist and the noticing Party shall take no further action.

6.2 Review by County

(a) Generally. The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the Council finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement as provided in Section 6.1(b) of this Agreement.

(c) Notice of Compliance. Within thirty (30) days following any written request which Developer may make from time to time, accompanied by a \$750 processing fee, the County shall execute and deliver to Developer a written "Notice of Compliance," duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer.

6.3. Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law. Except for cases of fraud or intentional misrepresentation, in no event shall County's total monetary liability for breaching this Agreement exceed \$100,000.00.

6.4. Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the market, or the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of

either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5. Annual Review.

Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

(a) Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

(b) The Developer further agrees to release any claims, known and unknown, against the County and its elected and appointed officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for willful misconduct or fraudulent acts by the County.

7.2 Hazardous, Toxic, and/or Contaminating Materials.

Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions.

Nothing in this Agreement, except for Section 7.1(b), shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

8.1 Creation of Home Owners Association.

Developer will create, or cause to be created, a Home Owners Association. The Developer agrees the County may enforce this obligation by refusing to issue any Certificates of Occupancy after the deadline.

The Developer will transfer certain maintenance obligations to the Home Owners Association. The Association shall be a non-profit corporation formed in accordance with the state and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. When the Developer transfers Developer's maintenance obligations to the Home Owners Association, Developer shall do so by written transfer agreement approved by the County, which approval by the County shall take place in a reasonable time, not to exceed 30 days, provided the Developer and Home Owners Association do not request additional changes. In no event shall the County shall bear liability for the Developer's maintenance obligations, including for the County's review and approval of the written transfer agreement.

8.3 Written agreement prior to release of Out-of-pocket account. Prior to the Out-of-pocket account being released the Developer shall request in writing the release of the funds. Any un-bonded items must be inspected and signed off prior to release.

Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as an additional named insured with respect to construction of infrastructure, project improvements, and recreational facilities within the Project. Until such time as the Project Improvements described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the Parties that: (1) Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any

document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

11.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

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

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

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

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

11.7 Covenants Running with the Land.

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement.

The County may look to Developer, the Home Owners Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

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

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

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding the Agreement that cannot be resolved by the parties shall be resolved in a court of competent jurisdiction in the State of Utah within 50 miles of Wasatch County.

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

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- (b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.
- (c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

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

Section 12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

MIKE DAVIS
Wasatch County Manager
25 N Main Street
Heber City, UT 84032

DOUG SMITH
Director
Wasatch County Administration Building
55 South 500 East

If _____ to _____ Developer:

STEVEN D. FELLOWS, Manager
3457 Camino Largo
Carlsbad, California 92009

With Copies to:
Jordanelle Land Investors, LLC
Kurt C. Swainston
5938 East Calle Principia
Anaheim, CA 92807
(714) 363-3222

Heber City, UT 84032

Kurt@SwainstonLaw.com

With Copies to:

SCOTT SWEAT
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032
ssweat@co.wasatch.ut.us

Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

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

Exhibit A - Legal Description of the Property

Exhibit B – Open Space Masterplan

Exhibit C – Project Master Plan

Exhibit D – Master Trail Plan

Exhibit E – Conditions to Master Plan Approval

Exhibit F – Affordable Housing Agreement

Exhibit G – Will Serve Letters

Exhibit H – Vested Development Rights

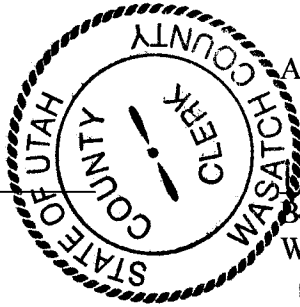
Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

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

WASATCH COUNTY:

[Signature]
Wasatch County Manager

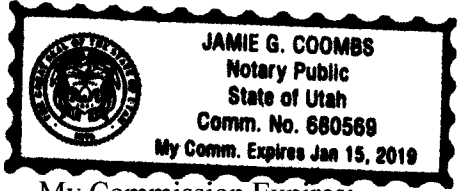


Attest:

[Signature]
~~BRENT TITCOMB,~~
~~Wasatch County Clerk Auditor~~
Michelle B. Crook
Deputy Clerk

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 24th day of January, 2018, by Michael Daves, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.



My Commission Expires:
Jan 15, 2019

[Signature]
NOTARY PUBLIC
Residing at: Wasatch County

JORDANELLE LAND INVESTORS, LLC

By: Steven D. Fellows
Its: Manager

County of Salt Lake)

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

WASATCH COUNTY:

Attest:



Wasatch County Manager

BRENT TITCOMB,
Wasatch County Clerk Auditor

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)


The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

CALIFORNIA NOTARIAL
CERTIFICATE ATTACHED

JORDANELLE LAND INVESTORS, LLC



By: Steven D. Fellows
Its: Manager

County of Salt Lake)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 01/08/18 before me, MICHELE MADRIGAL - NOTARY,
Date Here Insert Name and Title of the Officer
personally appeared STEVEN D. FELLOWS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Michele Madrigal*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: 1
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

State of Utah)
 :SS

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Steven D. Fellows, who executed the foregoing instrument in his capacity as the Manager of Jordanelle Land Investors, LLC.

NOTARY PUBLIC

EXHIBIT A

LAKESIDE-NORTH DEVELOPMENT AGREEMENT

[Legal Description of Property]

Appended to and made a part of the Lakeside North Development Agreement (Agreement) dated the 26th day of JAN, 2018, by and between Wasatch County (the County) and Jordanelle Land Investors, LLC (hereinafter "Developer").

LAKESIDE NORTH DEVELOPMENT AGREEMENT

EXHIBIT A - LEGAL DESCRIPTION

PARCEL 6:

5 STRIPS OF LAND LYING WITHIN THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A) A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING IN A GENERAL SOUTHWESTERLY AND SOUTHEASTERLY DIRECTION FROM THE EAST LINE TO THE SOUTH LINE OF SAID SECTION.

B) TWO STRIPS OF LAND EACH 75.0 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIPS LYING BETWEEN LINES 50.0 AND 125.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING SOUTHWESTERLY FROM A STRAIGHT LINE DRAWN AT RIGHT ANGLES THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 985.7 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM THE EAST LINE OF SAID SECTION TO A STRAIGHT LINE DRAWN RADIALLY THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 1185.7 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM SAID EAST LINE OF SECTION.

C) TWO STRIPS OF LAND EACH 125.0 FEET WIDE SITUATE IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIPS LYING BETWEEN LINES 50.0 AND 175.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING SOUTHWESTERLY AND SOUTHEASTERLY FROM A STRAIGHT LINE DRAWN RADIALLY THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 3386.2 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION.

SAID CENTERLINE OF THE ABANDONED MAIN TRACK REFERRED TO ABOVE, AND REFERENCED HEREAFTER AS THE "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SECTION 6, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 60.6 FEET DISTANT NORTH, MEASURED ALONG SAID WEST LINE, FROM THE WEST QUARTER CORNER THEREOF; THENCE EASTERLY ALONG A NONTANGENT CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 573.69 FEET AND A LINE WHICH IS TANGENT TO THE BEGINNING OF SAID CURVE FORMS AN ANGLE OF 32°36' FROM NORTH TO NORTHEAST WITH SAID WEST LINE OF SECTION, A DISTANCE OF 1225.1 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 1164.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1432.69 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 500.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 542.6 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 300.8 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE HEREBY BEING DESCRIBED; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 282.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 300.3 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 217.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 513.5 FEET; THENCE SOUTHERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 426.3 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 541.9 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 228.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 932.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 195.1 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 475.2 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 161.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE

SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 357.8 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 124.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 341.9 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 314.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 819.02 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 369.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 333.0 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 399.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 79.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 165.6 FEET TO A POINT ON THE SOUTH LINE OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 1279.4 FEET, MORE OR LESS, DISTANT EAST, MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 501.6 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 47.0 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 358.7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 212.3 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1910.08 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 416.7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 170.7 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1432.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 138.8 FEET TO A POINT ON THE WEST LINE OF SECTION 18, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 1324.7 FEET DISTANT SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 189.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 950.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 296.4 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 247.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 400.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT

LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 276.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 677.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 276.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 1151.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 183.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 575.60 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 169.2 FEET TO A POINT ON THE NORTH LINE OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN THAT IS 1596.3 FEET EASTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING SOUTHEASTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 417.8 FEET TO A POINT BEYOND THE STRIPS OF LAND HEREINABOVE DESCRIBED.

PARCEL 14:

A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, IN TOWNSHIP 2 SOUTH RANGE 5 EAST, OF THE SALT LAKE MERIDIAN, IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON EACH SIDE OF THE HEREINBEFORE DESCRIBED "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", AND EXTENDING IN A GENERAL SOUTHWESTERLY DIRECTION FROM THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7.

PARCEL 15:

ALL OF SECTION 7, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH LIES WESTERLY OF A LINE WHICH IS 50 FEET DISTANT WESTERLY (MEASURED RADIALLY) FROM THE ABOVE REFERENCED CENTERLINE.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 14 AND 15, ALL THOSE PORTIONS LYING WITHIN THE FOLLOWING:

EXCEPTION PARCEL NO. 31:

BEGINNING AT A POINT NORTH 89°05'35" EAST ALONG A SECTION LINE 606.15 FEET; FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°05'35" EAST ALONG SAID SECTION LINE 1300.00 FEET; THENCE SOUTH 40°00' WEST 1325.52 FEET TO THE BOUNDARY LINE OF SUMMIT COUNTY AND WASATCH COUNTY; THENCE NORTH 21°48' WEST ALONG SAID BOUNDARY LINE 790.93 FEET; THENCE NORTH 30°36'30" WEST ALONG SAID BOUNDARY LINE 302.63 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 32:

BEGINNING AT A POINT NORTH 89°05'35" EAST ALONG A SECTION LINE 2156.48 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°05'35" EAST ALONG SAID SECTION LINE 349.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS NORTH 53°10' EAST 1150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 45.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 100.045 FEET TO A POINT OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT; THE RADIUS POINT OF WHICH IS SOUTH 50°55'20" WEST 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 689.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 2°29'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 249.835 FEET TO A POINT OF A 1150.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS SOUTH 87°30'22" EAST 1150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 121.76 FEET; THENCE WEST 85.14 FEET; TO A LINE OF POWER POLES; THENCE NORTH 28°10' WEST ALONG A LINE OF POWER POLES 135.68 FEET; THENCE NORTH 26°14' WEST ALONG A LINE OF POWER POLES 1114.32 FEET TO THE POINT OF BEGINNING.

PARCEL 16:

A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 2 SOUTH RANGE 5 EAST OF THE SALT LAKE MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON EACH SIDE OF THE HEREINBEFORE DESCRIBED "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", AND EXTENDING IN A GENERAL SOUTHWESTERLY DIRECTION FROM THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7 TO THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18.

PARCEL 17:

THOSE PORTIONS OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; LYING NORTH AND WEST OF PARCEL 16 DESCRIBED ABOVE.

PARCEL 7:

THOSE PORTIONS OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN LYING WEST OF THE WESTERLY LINES OF THE 5 STRIPS OF LAND ABOVE DESCRIBED.

EXCEPTING THEREFROM THE FOLLOWING:

EXCEPTION PARCEL NO. 4:

ALL OF EAST PARK PLAT NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JULY 28, 1966 AS ENTRY NO. 89132 IN BOOK 55 AT PAGE 336 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXCEPTION PARCEL NO. 5:

ALL OF EAST PARK PLAT II, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 2, 1966 AS ENTRY NO. 89491 IN BOOK 56 AT PAGE 242 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXCEPTION PARCEL NO. 6:

BEGINNING AT A POINT WHICH IS SOUTH 88°51'36" EAST 697.125 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 02°43'57" EAST 926.974 FEET; THENCE EAST 230.00 FEET; THENCE NORTH 47°50' EAST 600.00 FEET; THENCE NORTH 36°59'19" WEST 647.868 FEET; THENCE NORTH 88°51'36" WEST 330.0 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 7:

BEGINNING AT A POINT SOUTH 88°48' EAST 1570 FEET AND SOUTH 01°00' WEST 80.00 FEET, FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 67°45' EAST 1043.55 FEET; THENCE SOUTH 22°15' WEST 417.42 FEET; THENCE NORTH 67°45' WEST 1043.55 FEET; THENCE NORTH 22°15' EAST 417.42 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 8:

BEGINNING AT THE NORTHWEST CORNER OF LOT 251, EAST PARK, PLAT II, SAID POINT ALSO BEING SOUTH 88°51'36" EAST 1027.125 FEET AND SOUTH 35°59'19" EAST 647.868 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 34°42'09" EAST 140.363 FEET; THENCE SOUTH 15°00'00" WEST 363.00 FEET; THENCE SOUTH 67°45' EAST 878.87 FEET; THENCE NORTH 22°30'23" EAST 424.92 FEET; THENCE NORTH 20°00' EAST 44.34 FEET; THENCE NORTH 67°45' WEST 1098.55 FEET; THENCE SOUTH 36°59'19" EAST 65.24 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 9:

BEGINNING AT THE NORTHEAST CORNER OF LOT 246, EAST PARK, PLAT II, A SUBDIVISION, A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 25°11'51" WEST 204.88 FEET; THENCE SOUTH 18°23'00" WEST 166.300 FEET; THENCE SOUTH 51°54' EAST 105.37 FEET; THENCE SOUTH 2°33'16" EAST 164.184 FEET; THENCE NORTH 66°14'06" EAST 142.90 FEET; THENCE SOUTH 83°20' EAST 109.04 FEET; THENCE NORTH 44°29' EAST 161.00 FEET; THENCE NORTH 37°41'35" EAST 245.58 FEET; THENCE NORTH 44°29' EAST 110.00 FEET; THENCE SOUTH 42°28'18" EAST 182.08 FEET; THENCE NORTH 34°04'38" EAST 248.00 FEET; THENCE NORTH 22°30'23" EAST 54.67 FEET; THENCE NORTH 67°45' WEST 878.87 FEET; THENCE SOUTH 15°00' WEST 87.00 FEET; THENCE SOUTH 51°30' WEST 100.00 FEET; THENCE SOUTH 31°18'05" EAST 196.345 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 10:

BEGINNING AT THE NORTHEAST CORNER OF LOT 123, EAST PARK PLAT #1, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RUNNING THENCE; NORTH 65° 58' 06" EAST 100 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 249, EAST PARK PLAT #2, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RUNNING THENCE SOUTH 30° 32' EAST 220.00 FEET THENCE; WESTERLY 99.64 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LOT 123, THENCE; NORTH 30° 48' WEST 240.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 11:

BEGINNING AT A POINT WHICH IS NORTH 66° 14' 06" EAST 100 FEET FROM THE NORTHEAST CORNER OF LOT 249 EAST PARK PLAT #2; THENCE NORTH 66° 14' 16" EAST 52.3 FEET; THENCE SOUTH 83° 20' EAST 60 FEET; THENCE SOUTH 30° 32' EAST 220 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 254, EAST PARK PLAT #2, THENCE SOUTH 70° 39' 19" WEST ALONG SAID NORTH LINE 100 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 30° 32' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 30° 32' WEST 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 12:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 253, EAST PARK PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 2, 1966 AS ENTRY NO. 89492 IN BOOK 56 AT PAGE NO. 244 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER; AND RUNNING THENCE NORTH 41° 13' 44" WEST 210.00 FEET; THENCE NORTH 44° 29' EAST 110.00 FEET; THENCE SOUTH 40° 14' 19" EAST 190.35 FEET; THENCE SOUTH 56° 56' EAST 474.50 FEET; THENCE SOUTH 45° 15' WEST 235.29 FEET; THENCE NORTH 41° 13' 44" WEST 443.33 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 13:

BEGINNING NORTH 34° 04' 38" EAST 110 FEET FROM THE NORTHERLY CORNER OF LOT 253, EAST PARK SUBDIVISION, PLAT 2, SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 34° 04' 38" EAST 248 FEET; THENCE SOUTH 45° EAST 511.87 FEET; THENCE SOUTH 45° 15' WEST 145.39 FEET; THENCE NORTH 56° 56' WEST 474.5 FEET TO THE PLACE OF BEGINNING.

EXCEPTION PARCEL NO. 14:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST; RUNNING THENCE NORTH 168 FEET; THENCE WEST 650 FEET; THENCE SOUTH 168 FEET; THENCE EAST 650 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 15:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST.

EXCEPTION PARCEL NO. 16:

BEGINNING AT THE NORTHEAST CORNER OF LOT 256, EAST PARK, PLAT 2, SHEET 2, A RECORDED SUBDIVISION, BEING A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 2163.47 FEET AND WEST 3690.05 FEET FROM THE SOUTHEAST CORNER OF AFORESAID SECTION 13; AND RUNNING THENCE SOUTH 60°30'00" EAST 1855.54 FEET; THENCE NORTH 29°30'00" EAST 457.45 FEET; THENCE NORTH 60°30'00" WEST 2062.18 FEET; THENCE SOUTH 20°57'00" EAST 225.00 FEET; THENCE SOUTH 23°28'34" WEST 315.919 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 17:

BEGINNING AT THE NORTHEAST CORNER OF LOT 256, EAST PARK, PLAT 2, SHEET 2, A RECORDED SUBDIVISION, BEING A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 2163.47 FEET AND WEST 3690.05 FEET FROM THE SOUTHEAST CORNER OF AFORESAID SECTION 13; AND RUNNING THENCE SOUTH 60°30' EAST 1856.21 FEET; THENCE SOUTH 29°30' WEST 465.00 FEET; THENCE NORTH 60°30' WEST 938.21 FEET; THENCE NORTH 66°42'51" WEST 776.31 FEET; THENCE NORTH 11°58'25" EAST 269.934 FEET; THENCE NORTH 16°56'29" EAST 298.776 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 18:

BEGINNING NORTH 89°10'25" EAST 1540.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE MERIDIAN; THENCE NORTH 26° WEST 729.12 FEET; THENCE NORTH 89°10'25" EAST 1469.51 FEET; THENCE SOUTH 45°49'35" EAST 585.48 FEET; THENCE SOUTH 00°49'35" EAST 246 FEET; THENCE SOUTH 89°10'25" WEST 1573.37 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 19:

BEGINNING NORTH 89°10'25" EAST 328.20 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 02°56'05" WEST 358.604 FEET; THENCE NORTH 72°24' EAST 306.231 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF EAST PARK, PLAT II, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, WASATCH COUNTY, UTAH, AS RE-TRACED; THENCE ALONG THE SUBDIVISION BOUNDARY LINE THE FOLLOWING FOUR COURSES: 1) SOUTH 54° EAST 110 FEET; 2) THENCE NORTH 87°22'42" EAST 205.2 FEET; 3) THENCE EAST 169.2 FEET; 4) THENCE NORTH 159.6 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE NORTH 35° EAST 88 FEET; THENCE NORTH 13°25' WEST 98.81 FEET; THENCE NORTH 80°12'06" EAST 95.84 FEET; THENCE SOUTH 56°00' EAST 70.00 FEET; THENCE SOUTH 83°28'48" EAST 170.32 FEET; THENCE NORTH 16°52'26" EAST 61.64 FEET; THENCE SOUTH 84°47'13" EAST 134.39 FEET; THENCE SOUTH 15°46'21" WEST 366.64 FEET; THENCE SOUTH 26°00' EAST 397.80 FEET; THENCE SOUTH 89°10'25" WEST 1211.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 20:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 87°23'04" EAST 1617.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13 (BRASS CAP); THENCE NORTH 26°00'00" WEST A DISTANCE OF 340.416 FEET; THENCE NORTH 15°46'21" EAST A DISTANCE OF 366.640 FEET; THENCE NORTH 84°47'13" WEST A DISTANCE OF 134.390 FEET; THENCE NORTH 16°52'26" EAST A DISTANCE OF 2.132 FEET; THENCE NORTH 89°10'25" EAST A DISTANCE OF 880.956 FEET; THENCE SOUTH 00°49'35" EAST A DISTANCE OF 653.504 FEET; THENCE SOUTH 87°23'04" WEST ALONG SAID SOUTH LINE AS SHOWN ON THAT CERTAIN EAST PARK SUBDIVISION RE-TRACEMENT SURVEY FILING NO. OWC-024-013-3-0541, FILING DATE AUGUST 28, 1996, BY RICHARD K. JOHANSON, A DISTANCE OF 708.243 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 21:

BEGINNING AT A POINT NORTH 87°23'04" EAST 1237.305 FEET AND NORTH 654.688 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, (BRASS CAP), TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 56°00'00" EAST, A DISTANCE OF 10.718 FEET; THENCE SOUTH 83°28'48" EAST, A DISTANCE OF 170.320 FEET; THENCE NORTH 16°52'26" EAST, A DISTANCE OF 61.640 FEET; THENCE NORTH 16°52'26" EAST, A DISTANCE OF 2.132 FEET; THENCE SOUTH 89°10'25" WEST, A DISTANCE OF 212.551 FEET; THENCE SOUTH 26°00'00" EAST, A DISTANCE OF 36.301 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 22:

BEGINNING NORTH 1523.32 FEET AND EAST 427.14 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 12°07' WEST 273.01 FEET; THENCE SOUTH 57°19'41" EAST 350.32 FEET; THENCE SOUTH 71°52' WEST 299.30 FEET TO THE POINT OF BEGINNING.

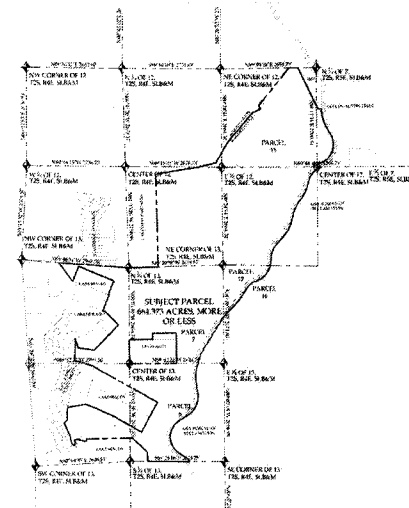
EXCEPTION PARCEL NO. 23:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 87°23'04" EAST 2626.95 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13; AND SOUTH 87°23'04" WEST 301.609 FEET ALONG SAID SOUTH LINE AS SHOWN ON THAT CERTAIN EAST PARK SUBDIVISION RE-TRACEMENT SURVEY FILING NO. OWC-024-013-3-0541, FILING DATE AUGUST 28, 1996, BY RICHARD K. JOHANSON; THENCE ALONG SAID SOUTH LINE OF SECTION 13, NORTH 87°23'04" EAST 301.609 FEET; THENCE SOUTH 89°08'20" EAST 488.71 FEET; THENCE NORTH 00°49'35" WEST 244.483 FEET; THENCE NORTH 45°49'35" WEST 585.48 FEET; THENCE SOUTH 89°10'25" WEST 376 FEET; THENCE SOUTH 00°49'35" EAST 653.504 FEET TO THE POINT OF BEGINNING.

10/25/20

mlbank

"EXHIBIT A - LEGAL DESCRIPTION"



NOTICE:
1. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING IN THE STATE OF UTAH, AS ENACTED BY THE LEGISLATURE OF THE STATE OF UTAH, AND THE PROFESSIONAL STANDARDS OF THE SURVEYING PROFESSION.
2. THIS SURVEY WAS PERFORMED ON THE BASIS OF THE INFORMATION PROVIDED BY THE CLIENT AND THE RECORDS OF THE PUBLIC RECORDS OFFICE.
3. THE SURVEYOR HAS CONDUCTED A REASONABLE INVESTIGATION OF THE MATTERS REFERRED TO IN THIS SURVEY AND HAS FOUND THE INFORMATION TO BE RELIABLE.
4. THE SURVEYOR HAS CONDUCTED A REASONABLE INVESTIGATION OF THE MATTERS REFERRED TO IN THIS SURVEY AND HAS FOUND THE INFORMATION TO BE RELIABLE.

PARCELS:
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50. A TRACT OF LAND...

SURVEYOR'S CERTIFICATE
I, THE UNDERSIGNED, A LICENSED SURVEYOR IN THE STATE OF UTAH, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS KEPT IN MY OFFICE AND THAT THE SAME HAS BEEN CORRECTED TO SHOW THE ACTUAL SURVEY DATA AS REPORTED BY ME TO THE PUBLIC RECORDS OFFICE.

SCALE 1" = 100'

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EASEMENT CORNER
- RIGHT OF WAY CORNER
- EASEMENT CORNER
- EASEMENT CORNER
- EASEMENT CORNER

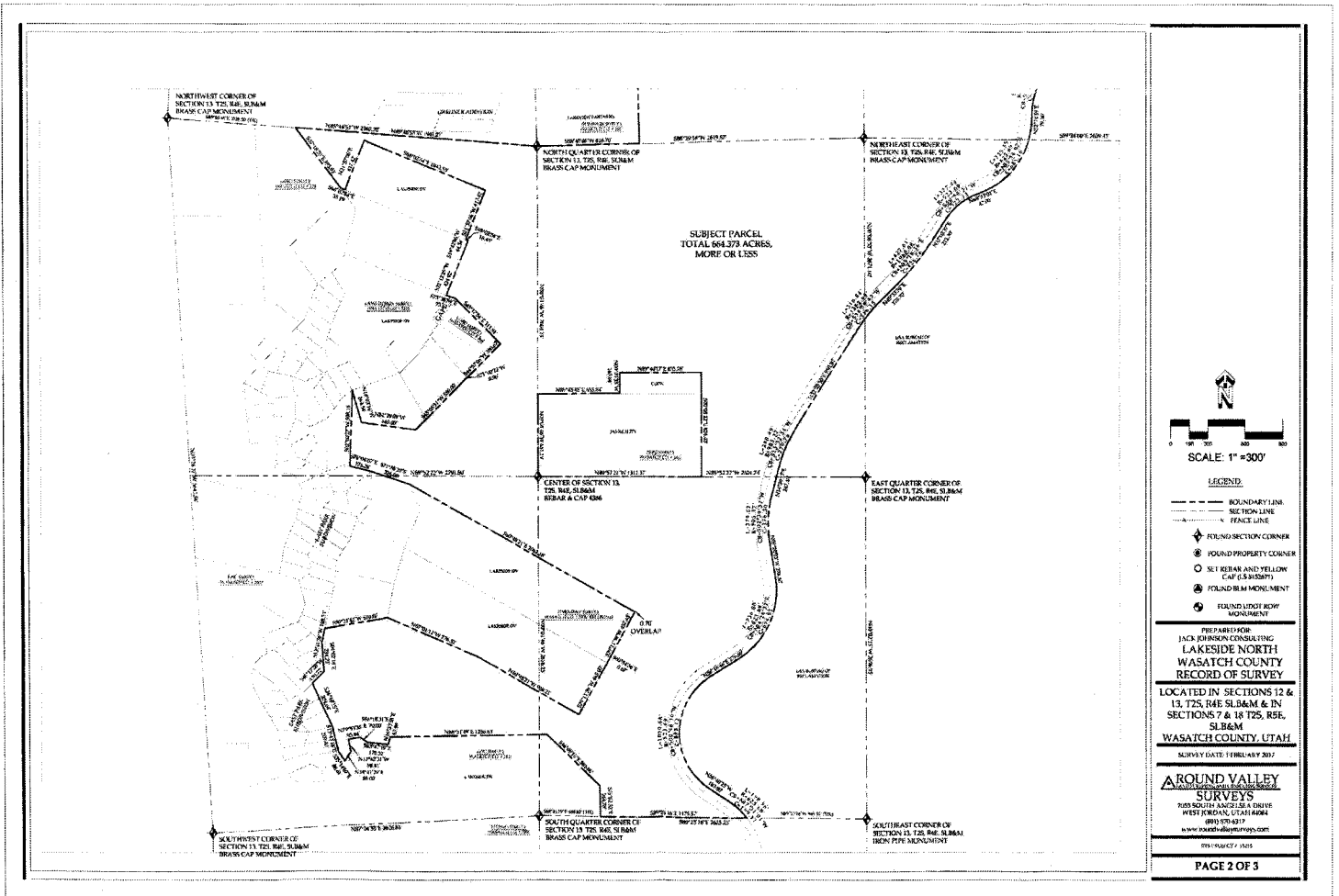
PREPARED FOR:
JESSE SCHNEIDER CONSULTING
LAKESIDE NORTH
WASATCH COUNTY
RECORD OF SURVEY

LOCATED IN SECTIONS 12 & 13 T15S, R18E, S36E & IN SECTIONS 7 & 18 T15S, R18E, S36E WASATCH COUNTY, UTAH

SURVEYED BY: FEBRUARY 2020

AROUND UTAH SURVEYS
THE SURVEYING AND MAPPING DIVISION OF THE UTAH DEPARTMENT OF HERITAGE AND ARTS

PAGE 1 OF 3



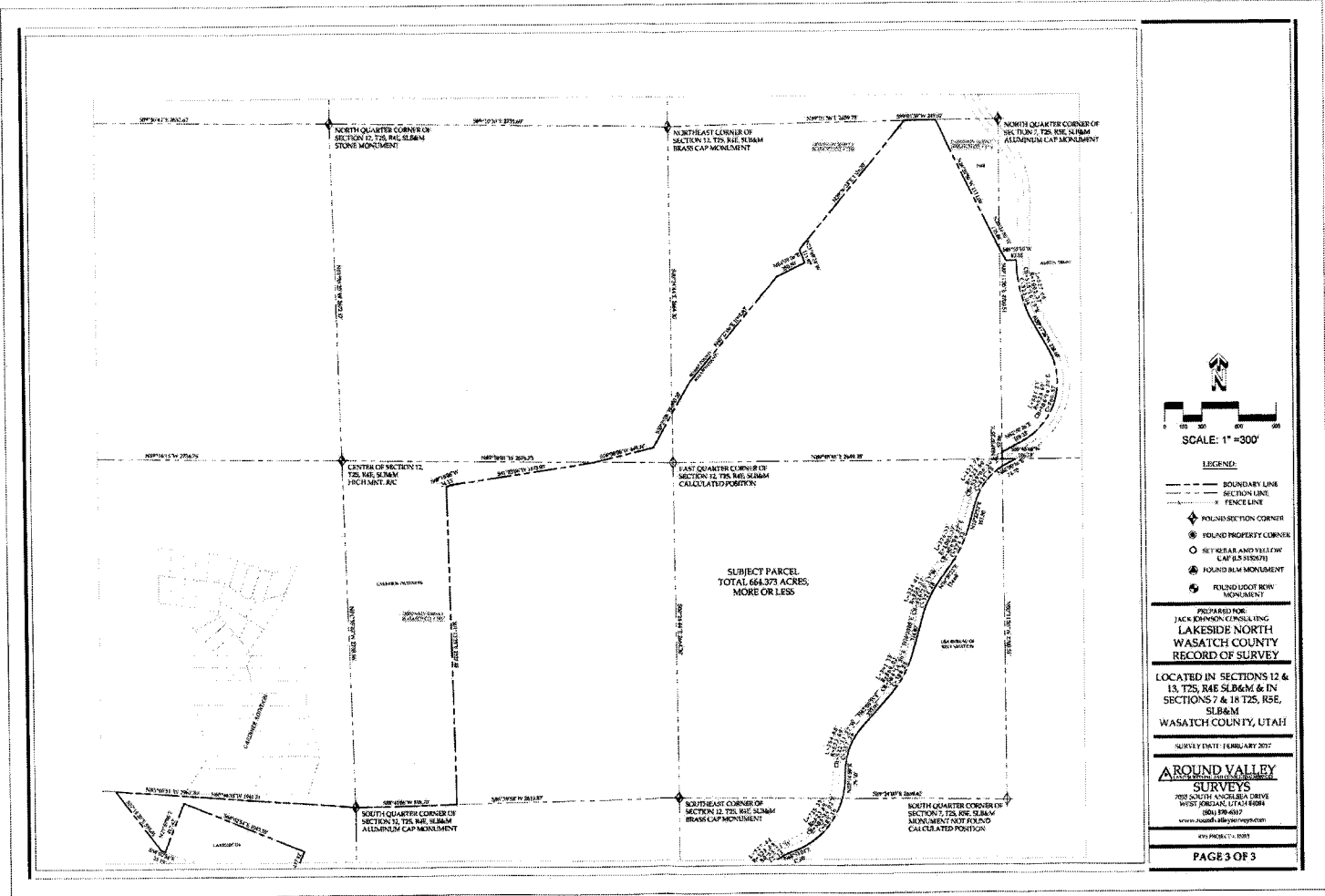


EXHIBIT B

LAKESIDE-NORTH DEVELOPMENT AGREEMENT

[Open Space Master Plan]

Appended to and made a part of the Lakeside North Development Agreement (Agreement) dated the 26th day of JAN., 2018, by and between Wasatch County (the County) and Jordanelle Land Investors, LLC (hereinafter "Developer").

[In the event that this exhibit is left blank, the proposed exhibit shall be submitted with the Preliminary Application, and shall be attached after it is approved by the County.]



Legend:

Total Acres 678.1 Acres (4%)

Open Space Analysis

Outside of Parcels		
Location	Area (Acres)	Color
Unsettlements	477.9	[Symbol]

Inside of Parcels		
Location	Area (Acres)	Color
Settlements	1.8	[Symbol]

Open Space 418.9 Acres 61.8%

THIS DRAWING HAS BEEN PREPARED SO THAT IT MAY BE PRINTED ON EITHER 24x36 OR 11x17 PAPER. SCALING FOR EACH SIZE IS AS SHOWN BELOW.

24x36

SCALE: 1"=400'

11x17

SCALE: 1"=800' (11x17)

Jack Johnson Consulting
 Designing World Connections
 1400 West 10th Street, Suite 100, Deer Valley, UT 84015
 Telephone: 435.333.3333 • Fax: 435.333.3333
 www.jackjohnsonconsulting.com

DATE:	October 2, 2011
DRAWN BY:	[Name]
CHECKED BY:	[Name]
PROJECT:	[Project Name]
SCALE:	As Shown

REVISIONS

NO.	DATE	DESCRIPTION
1	10/2/11	Initial Design

Mayflower Resort at Deer Valley
 Master Plan Submittal
 Sitching Mayflower Baheer

Master Plan **MP-103**

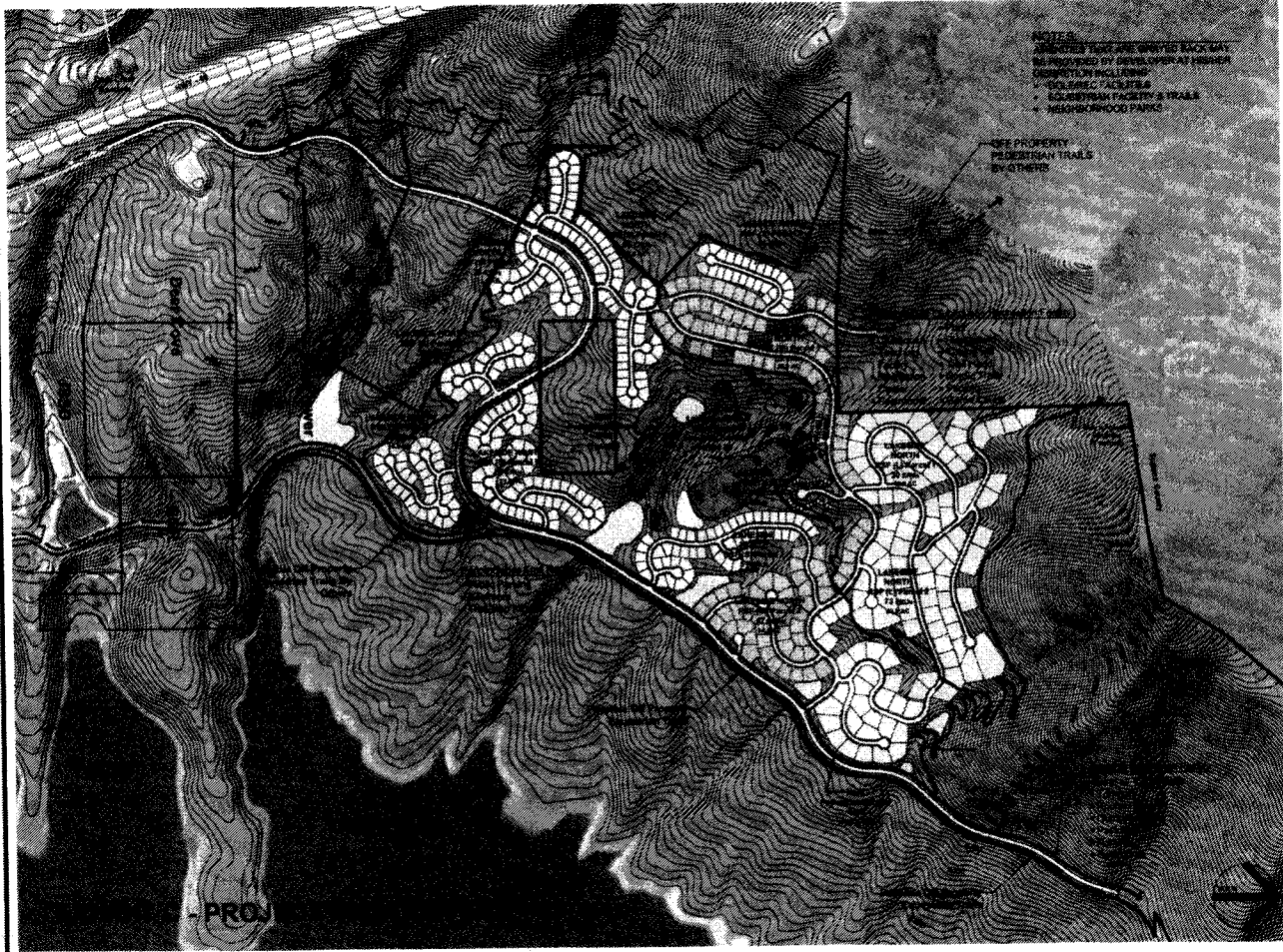
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EXHIBIT C

LAKESIDE-NORTH DEVELOPMENT AGREEMENT

[Project Master Plan]

Appended to and made a part of the Lakeside North Development Agreement (Agreement) dated the 26th day of JAN, 2018, by and between Wasatch County (the County) and Jordanelle Land Investors, LLC (hereinafter "Developer").



NOTES:
 1. ALL DISTANCES SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.
 2. ALL DISTANCES SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.
 3. ALL DISTANCES SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.

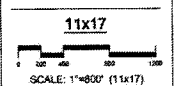
SEE PROPERTY RECORDS FOR BOUNDARIES

Legend:

[Symbol]	Proposed 1/2" Subdiv. P.L.
[Symbol]	Proposed 1/4" Subdiv. P.L. P.L.
[Symbol]	Proposed 1/8" Subdiv. P.L. P.L.

POSSIBLE SMALLER PARCELS:
 • 1/2 Acre Parcel (1/2 Acre)
 • 1/4 Acre Parcel
 • 1/8 Acre Parcel

THIS DRAWING HAS BEEN PREPARED SO THAT IT MAY BE PRINTED ON OTHER SIZES OF 11x17 PAPER. SCALE FOR EACH SIZE IS AS SHOWN BELOW.



Jack Johnson Consulting
 Designing Smart Developments
 10000 Highway 100, Suite 100, Deer Valley, UT 84015
 Phone: (435) 426-4444 Fax: (435) 426-4444
 www.jackjohnsonconsulting.com

DATE:	08/12/2010
DRAWN BY:	[Name]
CHECKED BY:	[Name]
PROJECT:	[Project Name]
SCALE:	As Shown

REVISIONS

NO.	DATE	DESCRIPTION
1	08/12/2010	Initial Design
2	08/12/2010	Final Design

Mayflower Resort at Deer Valley
 Master Plan Submittal
 Sticking Mayflower Beherer

Master Plan **MP-103**

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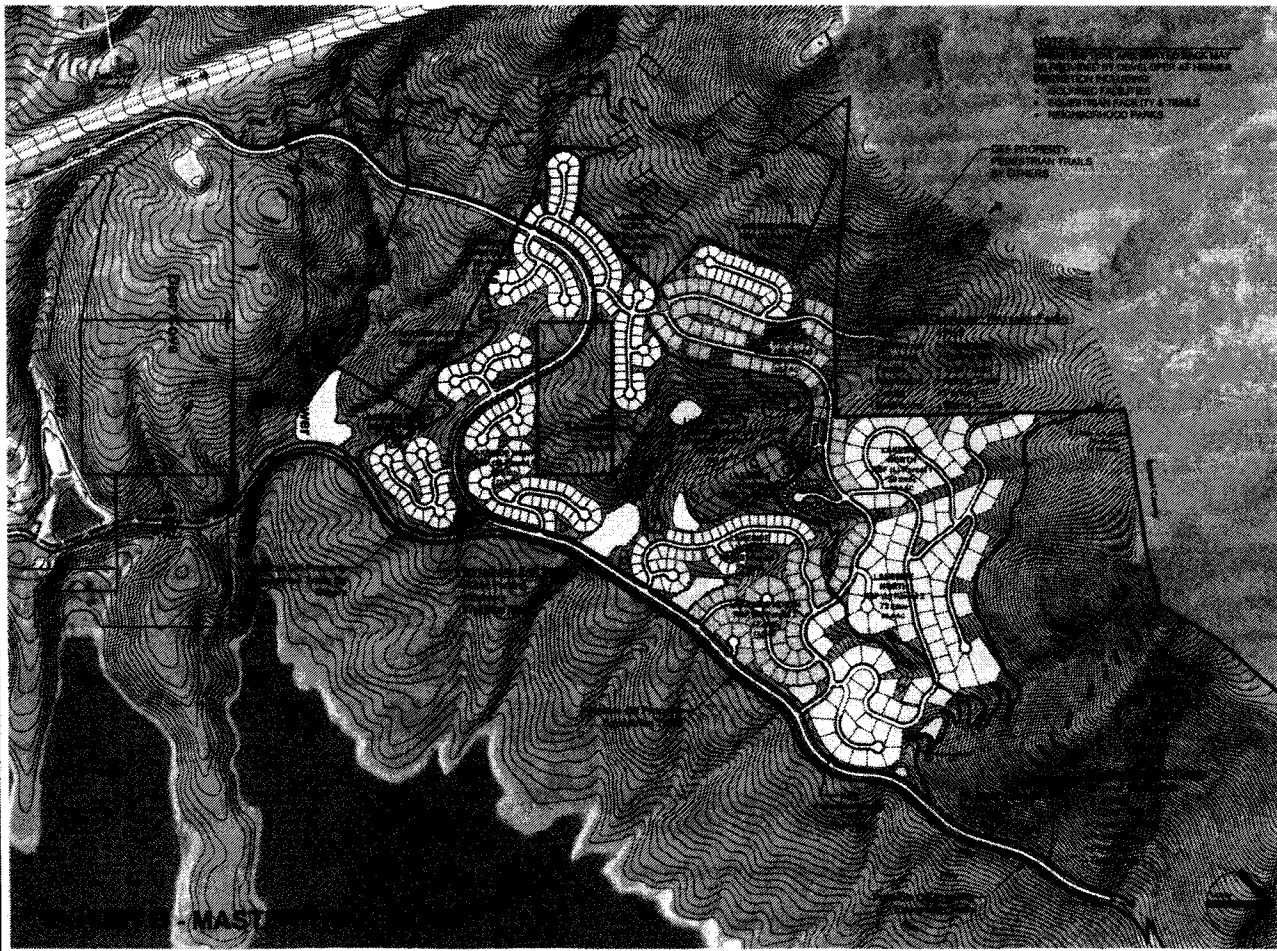
EXHIBIT D

LAKESIDE-NORTH DEVELOPMENT AGREEMENT

[Master Trail Plan]

Appended to and made a part of the Lakeside North Development Agreement (Agreement) dated the 26th day of JAN., 2018, by and between Wasatch County (the County) and Jordanelle Land Investors, LLC (hereinafter "Developer").

[In the event that this exhibit is left blank, the proposed exhibit shall be submitted with the Preliminary Application, and shall be attached after it is approved by the County.]



Legend:

- Proposed Trail (1/2")
- Possible Opened Park of Use
- Neighbourhood Park (1/2")

POSSIBLE SMALL NEIGHBORHOOD PARK

- Playgrounds (small play set)
- Picnic Tables
- Neighbourhood Clearing Areas

THIS DRAWING HAS BEEN PREPARED SO THAT IT MAY BE PRINTED ON EITHER SIZE OF 11x17 PAPER, SCALING FOR EACH SIZE IS AS SHOWN BELOW:

24x36

0 200 400 600 800 1000

SCALE: 1"=400'

11x17

0 200 400 600 800 1000

SCALE: 1"=600' (11x17)

Jack Johnson Consulting
 Designing World Connections
 2000 West 10th Street - Suite 202 - Deer Valley, Utah 84109
 Phone: 435-338-8888 Fax: 435-338-8889
 www.jackjohnson.com

DATE:	10/24/21
DESIGNED BY:	JK
DRAWN BY:	JK
CHECKED BY:	JK
PROJECT:	MP-103
SHEET:	1 of 1

Mayflower Resort at Deer Valley
 Master Plan Submittal
 Stitching Mayflower Behrer

Master Plan **MP-103**

EXHIBIT E

LAKESIDE-NORTH DEVELOPMENT AGREEMENT

Conditions of Approval

Appended to and made a part of the Lakeside North Development Agreement (Agreement) dated the 26th day of JAN, 2018, by and between Wasatch County (the County) and Jordanelle Land Investors, LLC (hereinafter "Developer").

This is not an exclusive list of the Conditions of Approval. The minutes of and presentations to the DRC, the JSPA Planning Commission, and the County Council may contain additional conditions of approvals.

#	CONDITION	STATUS*	
		Satisfied	Pending
1	There is a golf practice area shown in the master plan as well as smaller neighborhood parks. Timing, type of improvements, water shares needed, irrigation etc. should all be specified.	X	X
2	The Jordanelle Parkway is considered a collector road. Setbacks are 50' from the right-of-way. Setbacks for lots adjacent to intermittent drainages must be a minimum of 50' from the high water mark. Lots should not have access on the Parkway but only from local streets.	X	X
3	There appears to be one cul-de-sac that is longer than the 1,300' limit (to be addressed in preliminary plans..	X	X
4	A condition of approval at some point (to be determined) will be the completion of the Jordanelle Parkway from the fire station to Highway 248.	X	X
5	Minimum lot and frontages widths should be no smaller than 70'.	X	X
6	A traffic analysis must be completed by Hales engineering and provided with this report.	X	
7	Moderate income housing plan will need to be approved by the Council after recommendations from the Housing Authority and Planning Commission. A general idea should be provided at master plan with general language for addressing it in the development agreement. Prior to the meeting the applicant should discuss this with the County affordable housing representative.	X	X
8	A new trail plan should be provided before this item goes to the County Council with no dead end trails. There should be open space corridors sufficient to allow for trails at 8% grades or less through the corridors not in private lots. An asphalt trail along the Jordanelle parkway, most likely on the east side, should be part of the trail system. All trails are to be built in accordance with 16.38 of the Wasatch County Code and International Mountain Biking Association Standards (IMBA).	X	X

9	Future approvals are contingent on compliance with all consultant reviews.	X	X
--			
10	Overall Landscaping must be done in accordance with JSPA sections 5.6.2, 3, 4 and 5.		X
11	A looped trail system that doesn't create dead ends into properties on or off-site.	X	X
12	Additional detail designation the trail head locations.		X
13	Additional detail on the amenities provided in the practice area and equestrian center.		X
--			
14	All lots shown in areas of a high landslide potential should not be allowed. According to our geologist it seemed to be inferred by IGES that construction may be difficult in areas over 25% the density is only possible if all issues regarding landslides and slope stability are resolved at preliminary. There should be a 100 feet no build buffer around the high landslide area where lots are now shown. Several lots and townhouses appear to have no or very little buildable area under 30% slope. There must be a minimum of 5,000 square feet under 30% slope for each lot. Building envelopes between 25% & 30% must have site specific soils reports at future preliminary approvals.	X	X

*- Conditions marked as both 'Satisfied' and 'Pending' are conditions which were satisfied to the extent required as of February 15, 2017, the date the Project Master Plan was approved by the County Council, but implementation remains a required condition to future approvals and construction of the Project.

EXHIBIT F

LAKESIDE-NORTH DEVELOPMENT AGREEMENT

[Affordable Housing Agreement]

Appended to and made a part of the Lakeside North Development Agreement (Agreement) dated the ____ day of _____, 2018, by and between Wasatch County (the County) and Jordanelle Land Investors, LLC (hereinafter "Developer").