

MAYFLOWER MARINA-EAST MASTER PLAN DEVELOPMENT AGREEMENT
JSPA Overlay Zone

This MAYFLOWER MARINA-EAST MASTER PLAN – DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this [24th] day of [Sept], 2018 ("the Effective Date"), by and between Landscape, 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 Marina-East (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. Prior to and through September 26, 2018, Stichting Mayflower held legal title to all of the real property, consisting of approximately 186.6 acres, located in the unincorporated portion of the County, 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, other than the Tailings, can be developed with a Target Density, as defined below, of 392 ERUs, plus 50,000 s.f. of commercial space, subject to compliance with the requirements of Applicable Law.
- F. On or about November 20, 2015, the County accepted Stichting Mayflower's Master Plan Application for, *inter alia*, the Property, other than the Tailings, as that portion of the Property is defined below, which Application sought approval to develop the Property, other than the Tailings, for 392 ERUs, 137 Affordable Housing Unit Equivalentents (AUEs) and 50,000 sq. ft. of commercial

F. On or about November 20, 2015, the County accepted Stichting Mayflower's Master Plan Application for, *inter alia*, the Property, other than the Tailings, as that portion of the Property is defined below, which Application sought approval to develop the Property, other than the Tailings, for 392 ERUs, 137 Affordable Housing Unit Equivalents (AUEs) and 50,000 sq. ft. of commercial space, and showed prospective development of another 90,000 sq. ft. of commercial space on the Tailings, though this prospective development was not reviewed or approved.

G. On January 18, 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, following duly-noticed public hearings and subject to the Parties entering into this Agreement, Stichting Mayflower's Marina Master Plan for the Property, other than the Tailings, including, *inter alia*, a Target Density of 392 ERUs, 137 Affordable Housing Unit Equivalents (AUEs) and 50,000 sq. ft. of commercial space. See Exhibit B.

H. While County approval of the Mayflower Marina Master Plan encompassed all of Marina, as defined herein, the County and Stichting Mayflower agreed for purposes of development going forward to segregate Marina into Marina-East and Marina-West, each as defined herein, with this Agreement pertaining solely to Marina-East except as expressly provided otherwise.

I. On August 15, 2018, the Wasatch County Council approved and Stichting Mayflower agreed to 335 ERUs on Marina-East, comprised of twin townhomes and condominiums, including 33.5 AUEs to be constructed on Marina-West. See Exhibit B-1.

J. On September 27, 2018, Stichting Mayflower sold the Marina-East portion of the Property, as identified and described in Exhibit A, to Landscape, LLC, who, as of the Effective Date, holds title to Marina-East..

K. The County desires to enter into this Agreement to memorialize conditions and agreements which were established as part of the Marina and Marina-East Master Plan approval processes and to help clarify the process to continue the development process for Marina-East. 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.

L. Developer desires to enter into this Agreement to memorialize the Marina-East Master Plan approvals and ensure that Developer may proceed with the Project in accordance with this Agreement and Applicable Law (defined below).

M. 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 Marina-East Master Plan 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."

N. 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

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 twenty (20) 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 licenses, approved building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement may be rescinded or limited solely due to the expiration or termination of this Agreement. Maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with land that has a recorded final plat, including obligations that were based upon the approvals, shall not 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 Developer’s Mayflower Master Plan Application, including the Mayflower Marina 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.

“BOR” means the U.S. Bureau of Reclamation.

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

“Common Area” is an area of common ownership of the residents designed to serve the recreational, open space or other similar needs of owners within the development and is not a commercial use. Common areas may include, but are not limited to: outdoor space, landscaping, fences, clubhouses, tennis courts, golf courses, swimming pools and other jointly used and owned space approved as part of the proposal.

“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 buildings, amenities, infrastructure and other improvements pursuant to and consistent with Development Entitlements on Marina-East.

"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 Marina-East 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 Marina East Master Owners' Association, a non-profit corporation to be 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.

"Infrastructure" means: electrical service; natural gas service; telephone service; cable service; water transmission, distribution and other lines and improvements; hydrants and other fire protection improvements; sanitary sewer interceptors, trunks, branches, laterals, manholes, lift stations and similar improvements; roads, streets and similar improvements including secondary access; sidewalks, crossings and other pedestrian improvements; curb/gutter; retaining and other walls; abutments and approaches; guardrails; signage and traffic control, including, without limitation, any directional/informational components if specified in the Design Handbook; lighting; storm drains, retention or detention ponds, and other drainage improvements; landscape improvements, trails and similar improvements; and other physical improvements and appurtenances to any of the foregoing necessary to development of the Property.

"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.

"Lakeside North" means the property owned by Jordanelle Land Investors, LLC, lying east of U.S. Highway 40, north of the Property and adjacent to and straddling the dedicated, but not-yet constructed Jordanelle Parkway.

"Marina" means the Property other than the Tailings.

"Marina-East" means that portion of the Marina lying to the east and north of State Road 319, the legal description of which is set forth in Exhibit A.

"Marina-West" means that portion of the Marina lying to the west and south of State Road 319, the legal description of which is set forth in Exhibit A.

"Marina Master Plan" means the Mayflower Marina Master Plan approved by the County on January 18, 2017 and depicted in Exhibit B.

"Marina-East Master Plan" means that portion of Mayflower Marina Master Plan pertaining to Marina-East, and amended and approved, as depicted in Exhibit B-1 including, *inter alia*, a Target Density of 335 ERUs comprised of condominium units, and twin townhomes, and depicted in Exhibit B-1.

"Master Developer" means the Developer that signs this Agreement.

“Master Infrastructure” means Infrastructure required by the Development Code or this Agreement to service Marina-East or a Phase therein, other than Phase Infrastructure.

“Master Trail Plan” means the trails shown in Exhibit B-1.

"MIDA" means the Utah Military Installation Development Authority.

“Open Space” is 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 or will be owned by the Home Owners Association, as required by the Marina and Marina-East Master Plans and the Development Code. Exhibit B-1 shows the Open Space.

“Phase” means a platted or to-be-platted parcel within Marina-East to be developed separately from other portions of Marina-East and includes a subdivision or development parcel, pod or pad.

“Phase Infrastructure” means Infrastructure connected to Master Infrastructure required by the Development Code or this Agreement to service development within a Phase of Marina-East. Phase Infrastructure includes Infrastructure within Marina-East that is necessary to the Phase and adjacent to the boundary of the Phase that the County determines should be improved with that Phase.

"Project" means the development of Marina-East.

“Second Access” means the planned second access roads running from SR 319 to Old Keetley Road roughly following the alignment of the abandoned railroad grade on the northern portion of the Property extending to Old Keetley Road as shown in Exhibit B-1.

“State Park” means Jordanelle State Park.

“Stichting Mayflower” means Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association.

“Tailings” means the three (3) Mayflower Mine Tailings ‘Ponds’ located on the Property as shown shaded for reference purposes in the approved Mayflower Marina Master Plan in Exhibit B, the legal description for which is included as part of Exhibit A.

“Target Density” means the maximum number of ERU’s which can be developed in Marina-East. 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 and Affordable Housing densities are not counted against Target Density.

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 C. 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 its discretion and 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 Master and Phase Infrastructure to and in 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 Marina-East in its entirety be submitted as required in 16.27.10(C)(4)(b) & (E)(1)(t). The process associated with the preliminary plan shall show a general over-all road and utility plan for Marina-East and comply with submission requirements. The process associated with the Final Plat(s) can be limited to individual Phases. Each phase shall include as a note on Final Plat that there may be impacts incident to proximity to the State Park, including smoke, camping, noise, recreational equipment, and tourist traffic.
- (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:* County approval of the Marina and Lakeside North Master Plans requires construction of 137 Affordable Unit Equivalents (“AUEs”) in Marina-West, allocated as follows: 33.5 AUEs for Marina-East; 18.2 AUEs for Marina-West; 50.30 AUEs for Lakeside-North; and 35.0 AUEs unallocated. Developer shall satisfy the AUE obligation for Marina-East according to the terms of the Moderate Income Housing Agreement attached hereto as Exhibit D, 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 Project 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 E and incorporated by reference herein:

<u>Service</u>	<u>Service Provider</u>
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 Districts 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:* Developer is responsible for the completion of Master Infrastructure excluding system infrastructure improvements provided by the County, JSSD or other entities and funded by, *inter alia*, impact fees, if any. The Master Infrastructure Improvements shall be completed on or before as needed as Phases are developed, in the County’s sole discretion and in accordance with secondary access requirements. Without limiting other Master Infrastructure Improvements, the Second Access and other Public roads and streets shown in Exhibit B-1 are Master Infrastructure Improvements for Marina-East.
- (8) *Construction or Dedication of Phase Infrastructure.* Phase Infrastructure, as determined in the County’s sole discretion, shall be applied for as part of the Final Application for that Phase. Phase Infrastructure 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 construct the required amenities listed below in conjunction with the Project in accordance with the following schedule:

<u>Amenity or Recreational Facility</u>	<u>Description</u>	<u>Date of Substantial Completion and</u>
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		<u>Maintenance Responsibility</u>
Required Amenities: Public Trails, Parks and Open Space	Parks and ___ miles of bike trails including ___ trail heads as per the approved master plan unless approved differently as part of the overall preliminary approval.	Concurrent with each phase; maintained by HOA
Required: Clubhouse	?	?
Required: Bus Stop in a location mutually agreeable to the County and the Developer.	?	?

Developer shall construct required amenities and/or recreation 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. 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.

- (10) *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 including the State Park (if possible). 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 a 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. The trail may dead end onto Old Keeley Road in a location as close as possible to the trailhead on Marina-East. The trail system in its entirety is yet to be approved and will be worked out further with preliminary approval which would include the trail along SR 319 and along the second access road. 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 show 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.

- (11) *Maintenance of Open Space, Common Area and Trails:* Developer shall be responsible to identify in conjunction with the County, and maintain the Open Space, Common Area 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 Common Area, 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) *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.

- (13) *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. Additionally, all Development in Marina-East shall substantially

comply with the architectural precedence pictures included as Exhibit G. Building permit applications that do not comply with Exhibit G shall be denied.

(14) *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 final approval of any Phase Plat, 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. When the 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.

(15) *Roads:*

- i. *Road/ Street Maintenance:* The Second Access connecting to S.R. 319 to Old Keetley Road and other public roads or streets shown in Exhibit B-1 shall, upon completion, be dedicated to the County as public roads unless determined by the County otherwise. All other roads in the Project, including specifically but not limited to all roads connecting to these public roads and 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 private roads, 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 plowing or removal on all private roads in the Project. The Developer will transfer the obligation for snow plowing or removal on 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. Private roads cannot push snow onto the public roads but shall have their own snow storage/removal plan.
- (16) *Second Access.* Primary access to, from and for the Project is provided by State Road 319. Second Access to, from and for the Project is required by Code Section 16.27.31(D). Proof, design and construction of this required Second Access, as shown in Exhibit B-1, shall be accomplished as follows:
- i. A dedication plat, with signature spaces for all affected property owners, showing and providing the legal description for the contemplated alignment and right-of-way/easement for the required Second Access, together with preliminary design documents for the required Second Access, shall be submitted with the first Preliminary Plans and Preliminary Plat for a residential, commercial and/or affordable housing parcel or phase submitted to the County for review.
 - ii. A dedication plat signed by all affected property owners showing and providing the legal description for the alignment and right-of-way/easement for the required Second Access, together with final design documents for the required Second Access, shall be submitted with the first Final Plans and Final Plat for a residential, commercial and/or affordable housing parcel or phase submitted to the County for approval.
 - iii. Prior to County approval of any Final Plans and Final Plat for a residential, commercial and/or affordable housing parcel or phase, the County shall have approved the final design documents for the required Second Access and bonding as required in this Agreement for construction of the required Second Access shall have been posted or provided to the County.
 - iv. Construction of the required Second Access shall be completed prior to issuance of any residential or commercial building permit.

- v. Upon completion of construction of the required Second Access and acceptance thereof by the County, said Second Access together with its right-of-way/easement shall be dedicated to the County and thereafter be a public road. The Developer shall pay, and shall indemnify the County for any property taxes, including roll back taxes, for a period of one year after acceptance of the Second Access.

(17) *MIDA*. Developer will enroll Marina-East in the MIDA Project Area and Plan.

(c) Developer Liabilities. The obligations of the Developer, including the Master Developer, shall automatically be assigned to and assumed by subsequent purchasers of the Project, but the Master Developer shall not, except as provided in paragraph 3.1(e) below, 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 that that person owns, multiplied by the total cost of the Master Infrastructure Improvements, divided by 392; 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) Delegation of Master Developer Duties; Release. Master Developer may assign its rights and delegate its duties hereunder regarding some or all required Master Infrastructure Improvements and, upon the assignee/delgee formally accepting and assuming those duties and providing or posting the bonding required herein for performance of said duties, both to the reasonable satisfaction of the County, Master Developer shall be released of and from any and all responsibilities or liabilities appertaining to said assigned rights and delegated duties.

(e) 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 Second Access connecting S.R. 319 to Old Keetley Road and other Public roads and streets shown in Exhibit B-1 shall, 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, shall be Class B road(s) and shall be placed on the County Class B road map. The County shall maintain the road(s), providing the same level of service provided to other Class B roads in the County, so long as the roads are not 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 Plowing: The County shall provide snow plowing of all public roads in the Project that have been accepted as provided in Section 3.2(d)(i) of this Agreement. The County shall provide the same level of service provided to other Class B roads in the County. 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 F, 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 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.

8.1 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.

8.2 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 Planning department
Administration Building
55 South 500 East
Heber City, UT 84032

With Copies to:

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

If to Developer:

Landscape, LLC
6309 Jamestown Circle
Murray, UT 84121
Attention: Lee Burbidge
Email: lee.burbidge@gmail.com

With Copies to:

Brian Barnhill
OSBORNE BARNHILL & BARFUSS, P.C.
11576 S. State Street, Suite 204
Draper, UT 84020
brian@oblawpc.com

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 in 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: Approved Mayflower Marina Master Plan
- Exhibit B-1: Amended/Approved Marina-East Master Plan
- Exhibit C: Conditions of Approval
- Exhibit D: Affordable Housing Agreement
- Exhibit E: Will Serve Letters
- Exhibit F: Vested Development Rights

Exhibit G: Architectural Precedence Pictures/Renderings

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.

EXHIBIT AMARINA-EAST DEVELOPMENT AGREEMENTLegal Description of Property

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").

MARINA-EAST

BEGINNING AT A POINT 810.46 FEET EAST AND 350.83 FEET SOUTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 32°00'00" EAST 253.04 FEET TO THE ARC OF A 440.87 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 440.87 FOOT RADIUS CURVE 301.63 FEET (CHORD BEARS SOUTH 51°36'00" EAST 295.78 FEET); THENCE SOUTH 71°12'00" EAST 240.23 FEET TO THE ARC OF A 440.67 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 440.67 FOOT RADIUS CURVE 240.84 FEET (CHORD BEARS SOUTH 86°51'00" EAST 237.86 FEET); THENCE NORTH 77°30'00" EAST 15.42 FEET; THENCE NORTH 00°29'20" WEST 443.89 FEET; THENCE NORTH 89°45'37" EAST 662.19 FEET; THENCE NORTH 00°14'23" WEST 500.33 FEET; THENCE SOUTH 89°45'02" WEST 661.31 FEET; THENCE NORTH 00°18'21" WEST 1127.16 FEET; THENCE SOUTH 65°02'58" WEST 351.80 FEET; THENCE SOUTH 71°27'44" WEST 199.06 FEET; THENCE SOUTH 80°20'58" WEST 296.83 FEET; THENCE SOUTH 53°42'04" WEST 262.34 FEET; THENCE SOUTH 17°06'35" WEST 47.38 FEET; THENCE SOUTH 04°03'02" WEST 66.43 FEET TO THE ARC OF A NON-TANGENT 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 215.72 FEET (CHORD BEARS SOUTH 41°16'56" EAST 201.03); THENCE SOUTH 04°16'36" EAST 71.60 FEET TO THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 583.00 FOOT RADIUS CURVE 431.30 FEET (CHORD BEARS SOUTH 25°28'13" EAST 421.35 FEET); THENCE SOUTH 46°39'50" EAST 111.02 FEET TO THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 167.00 FOOT RADIUS CURVE 302.59 FEET (CHORD BEARS SOUTH 05°14'37" WEST 262.86); THENCE SOUTH 57°09'03" WEST 214.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 93.059 ACRES, MORE OR LESS.

MARINA-WEST

(Excluding Tailings)

BEGINNING AT A POINT 570.40 FEET EAST AND 268.60 FEET SOUTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 32°00'00" EAST 524.71 FEET TO THE ARC OF A 600.87 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 600.87 FOOT RADIUS CURVE 411.10 FEET (CHORD BEARS SOUTH 51°36'01" EAST 403.13 FEET); THENCE SOUTH 71°12'00" EAST 240.23 FEET TO THE ARC OF A 600.87 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 600.87 FOOT RADIUS CURVE 308.89 FEET (CHORD BEARS SOUTH 85°55'37" EAST 305.50 FEET); THENCE NORTH 00°12'49" WEST 8.29 FEET; THENCE NORTH 89°42'52" EAST 329.23 FEET; THENCE SOUTH 00°16'20" EAST 500.06 FEET; THENCE SOUTH 89°52'36" WEST 332.10 FEET; THENCE SOUTH 73°00'12" WEST 347.00 FEET; THENCE NORTH 45°12'07" WEST 141.30 FEET; THENCE SOUTH 89°45'08" WEST 621.05 FEET; THENCE SOUTH 00°13'41" EAST 162.03 FEET; THENCE NORTH 00°11'02" EAST 330.72 FEET; THENCE NORTH 89°48'58" WEST 330.00 FEET; THENCE SOUTH 00°14'57" WEST 103.17 FEET; THENCE NORTH 87°08'23" WEST 155.56 FEET; THENCE NORTH 36°22'35" WEST 61.67 FEET; THENCE NORTH 40°08'41" EAST 108.36 FEET; THENCE NORTH 62°55'55" EAST 92.84 FEET; THENCE NORTH 22°29'34" WEST 26.03 FEET; THENCE NORTH 07°12'59" EAST 104.01 FEET; THENCE NORTH 44°47'48" EAST 102.14 FEET; THENCE NORTH 74°24'25" EAST 61.61 FEET; THENCE NORTH 05°58'30" EAST 52.41 FEET; THENCE NORTH 41°12'12" EAST 87.26 FEET; THENCE SOUTH 84°05'50" EAST 49.57 FEET TO THE ARC OF A 1063.10 FOOT RADIUS CURVE TO RIGHT; THENCE ALONG THE ARC OF SAID 1063.10 FOOT RADIUS CURVE 107.04 FEET (CHORD BEARS NORTH 06°23'45" EAST 107.00 FEET); THENCE NORTH 09°16'49" EAST 93.04 FEET TO THE ARC OF A 18.00 FOOT RADIUS CURVE TO THE LEFT 27.31 FEET (CHORD BEARS NORTH 34°11'18" WEST 24.77 FEET); THENCE NORTH 77°39'25" WEST 246.83 FEET TO THE ARC OF A 205.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 205.00 FOOT RADIUS CURVE 49.62 FEET (CHORD BEARS NORTH 70°43'21" WEST 49.50 FEET); THENCE NORTH 11°55'04" EAST 180.46 FEET; THENCE NORTH 72°58'13" EAST 633.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.55 ACRES MORE OR LESS.

TAILINGS

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 70.04 FEET; THENCE SOUTH 06°41'27" WEST 90.79 FEET; THENCE NORTH 73°20'13" EAST 335.53 FEET TO THE ARC OF A NON-TANGENT 2211.83 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 2211.83 FOOT RADIUS CURVE 259.19 FEET (CHORD BEARS SOUTH 35°21'25" EAST 259.04 FEET); THENCE SOUTH 32°00'00" EAST 74.73 FEET; THENCE SOUTH 72°58'13" WEST 633.20 FEET; THENCE SOUTH 11°55'04" WEST 180.46 FEET TO THE ARC OF A 205.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 205.00 FOOT RADIUS CURVE 49.62 FEET (CHORD BEARS SOUTH 70°43'21" EAST 49.50 FEET); THENCE SOUTH 77°39'25" EAST 246.83 FEET TO THE ARC OF A 18.00 FOOT RADIUS CURVE TO THE RIGHT 27.31 FEET (CHORD BEARS SOUTH 34°11'18" EAST 24.77 FEET); THENCE SOUTH 09°16'49" WEST 93.04 FEET TO THE ARC OF A 1063.10 FOOT RADIUS CURVE TO LEFT; THENCE ALONG THE ARC OF SAID 1063.10 FOOT RADIUS CURVE 107.04 FEET (CHORD BEARS SOUTH 06°23'45" WEST 107.00 FEET); THENCE NORTH 84°05'50" WEST 49.57 FEET; THENCE SOUTH 41°12'12" WEST 87.26 FEET; THENCE SOUTH 05°58'30" WEST 52.41 FEET; THENCE SOUTH 74°24'25" WEST 61.61 FEET; THENCE SOUTH 44°47'48" WEST 102.14 FEET; THENCE SOUTH 07°12'59" WEST 104.01 FEET; THENCE SOUTH 22°29'34" EAST 26.03 FEET; THENCE SOUTH 62°55'55" WEST 92.84 FEET; THENCE SOUTH 40°08'41" WEST 108.36 FEET; THENCE SOUTH 36°22'35" EAST 61.67 FEET; THENCE SOUTH 87°08'23" EAST 155.56 FEET; THENCE SOUTH 00°14'57" WEST 230.15 FEET; THENCE SOUTH 89°44'41" WEST 443.55 FEET; THENCE NORTH 31°05'04" WEST 495.77 FEET; THENCE NORTH 21°56'52" WEST 783.51 FEET; THENCE NORTH 11°33'00" WEST 442.05 FEET TO THE ARC OF A 1562.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 1562.40 FOOT RADIUS CURVE 79.95 FEET (CHORD BEARS NORTH 13°00'57" WEST 79.94 FEET); THENCE SOUTH 89°58'53" WEST 1104.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.43 ACRES MORE OR LESS.

EXHIBIT B

MARINA-EAST DEVELOPMENT AGREEMENT

Approved Mayflower Marina Master Plan

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").

[See next page]

EXHIBIT B-1

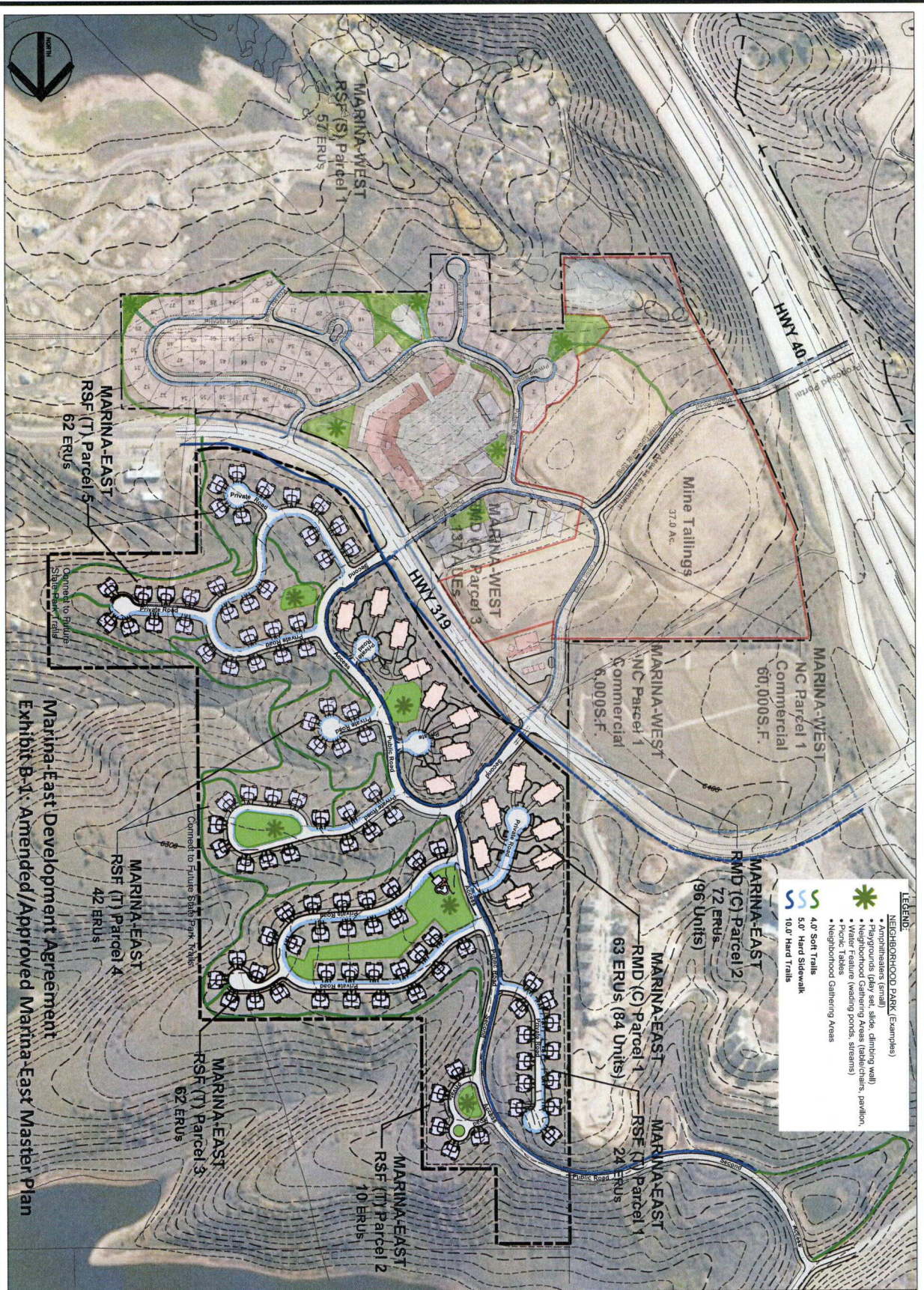
MARINA-EAST DEVELOPMENT AGREEMENT

Amended/Approved Marina-East Master Plan

(335 ERUs (twin townhomes and condominiums); 33.5 AUEs)

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").

[See next page]

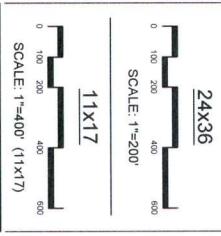


Marina East Development Agreement
Exhibit B-1. Amended/Approved Marina-East Master Plan

Development Data

East Parcel	Total Acres	Condominiums	Townhouse	Total
	93.1 (+/-)	180 Units (135 ERUs)	200 Units (200 ERUs)	385 ERUs

Note:
All areas shown without development on them is open space.
THIS PLAN HAS BEEN PREPARED SO THAT IT MAY BE PRINTED ON EITHER A24X36 OR A11X17 AS SHOWN BELOW



Project Information:

DATE:	March 2018
DESIGNED BY:	JK
DRAWN BY:	JK
REVIEWED BY:	JK
PROJECT:	Marina East
SCALE:	As Shown

REVISIONS

NO.	DATE	DESCRIPTION

Mayflower Resort
Marina East Parcel
Master Plan
Sustaining World Equilibrium

EXHIBIT C

MARINA-EAST DEVELOPMENT AGREEMENT

Conditions of Approval

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "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*	
		Pending	Satisfied
1	Second access via the Old Keetley Cutoff must be provided for this development. See Exhibit B-1.	X	X
2	At some point, second access for Mountainside may be required via a new portal under U.S. Highway 40 and a connector road running from said portal through Developer's property to S.R. 319. Developer has granted an easement of record for said road should it become necessary. See Exhibit G.	X	X
3	Completion of Phase 2 mitigation on Tailings.	X	X
4	A 50' setback along S.R. 319, measured from S.R. 319 right-of-way.	X	X
5	Revised/improved pedestrian plan required for preliminary plan approval.	X	
6	All trails are to be built in accordance with 16.38 of the Wasatch County Code and International Mountain Biking Association Standards.	X	X
7	Representations for various building product types need to be provided including affordable housing and commercial. Renderings may change but need to have commitments of quality provided by the applicant. Architectural theme exhibits will need to be included in the power points and development agreement. These will be more specifically defined in the materials hand book.	X	X
8	Overall Landscaping must be done in accordance with JSPA sections 5.6.2, 3, 4 and 5.	X	
9	Additional detail at future approvals regarding building pads that are required to be out of 30% slope areas. 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	

10	33.5 AUEs to be built on Marina-West.	X	X
11	Minimum lot frontage widths should not be smaller than 70'.	X	
12	Approval is contingent on compliance with all consultant reviews and the Development Review Committee (DRC) comments.	X	X
13	The master plan approval is not effective until a Development Agreement, containing provisions consistent with the master plan approvals, is entered into and recorded.		X
14	Any change to the approved master plan requires a revised master plan.		

*- Conditions marked as both 'Pending' and 'Satisfied' are conditions which were satisfied to the extent required as of January 18, 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 D

MARINA-EAST DEVELOPMENT AGREEMENT

Affordable Housing Agreement

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").

[See next page]

WHEN RECORDED RETURN TO:

MODERATE INCOME HOUSING AGREEMENT – Corrected
FOR MAYFLOWER MARINA AND LAKESIDE NORTH

This Moderate Income Housing Agreement for Mayflower Marina and Lakeside-North Areas (this “**Agreement**”), the effective date of which is January 26, 2018 (the “**Effective Date**”) by and between Wasatch County, a political subdivision of the State of Utah (the “**County**”) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively “**Mayflower**”), and Jordanelle Land Investors, LLC, a Utah limited liability company (hereinafter “**JLI**”). Mayflower and JLI may be referred to hereinafter collectively as “**Developers**”. ‘Mayflower’ and ‘JLI’ as used shall include their respective successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Mayflower’s or JLI’s rights and obligations under this Agreement.

Recitals

A. This Agreement supersedes the prior version of this agreement recorded January 30, 2018, which prior agreement (a) should have been dated January 26, 2018 rather than January 26, 2017, (b) did not include a legal description for the Marina parcels, (c) inadvertently included materials as exhibits which should not have been included and (d) contained other errors.

B. Mayflower is the owner of a large parcel of land located near the Jordanelle Reservoir in Wasatch County consisting of approximately 141.2 acres (“**Marina**”). The County and Mayflower have since separated Marina into Marina-East and Marina-West for development and entitlement purposes. JLI is the owner of a large parcel of land also located near the Jordanelle Reservoir in Wasatch County consisting of approximately 667 acres (“**Lakeside-North**”). Together, Lakeside-North, Marina-East and Marina-West are sometimes referred to herein as the “**Projects**.” The legal descriptions of the two (2) Projects are included in Exhibit A attached hereto. Each Project may be developed separately, but both are subject to this Agreement with the intent that the affordable housing components of the Projects shall be satisfied on the Marina-West parcel, as hereinafter defined, except to the extent the Wasatch County Council may allow either or both Developers to pay a fee in lieu under the Affordable Housing Code.

C. On January 18, 2017, the Wasatch County Council approved a master plan for Marina, allowing for a maximum density of 392 Equivalent Residential Units ("ERUs"), 137 Affordable Housing Units ("AUEs") and 50,000 square feet of commercial space.

D. On February 15, 2017, the Wasatch County Council approved a master plan for Lakeside-North, allowing for a maximum density of 503 ERUs.

E. A condition of final master plan approval for both Marina and Lakeside-North is to include in the development agreement a general plan for addressing how the obligations of the Wasatch County Moderate Income Housing Code (hereinafter referred to as "**Chapter 16.30**" or the "**Affordable Housing Code**") will be satisfied.

F. This Agreement serves or will serve as a component of the development agreement(s) for the Projects and is intended to establish the moderate income housing obligations for the Projects and provide a general plan for satisfying the obligations as development of the Projects proceeds. The general terms of this Agreement will be refined at the time of preliminary and final plat approval for each area within each Project. It is anticipated to be supplement/amended at such time to provide additional detail as to how the terms of this Agreement affect the platted area and whether the overall purposes of this Agreement and the Affordable Housing Code are being addressed. Moreover, additional documentation will be prepared in the form of real property deed restrictions (or a County approved alternative), in compliance with Chapter 16.30, and will be recorded against all moderate income housing units ("**Affordable Units**") to be constructed within the Project in satisfaction of the requirements of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Obligation to Provide Affordable Units. Under the Affordable Housing Code, the obligation to provide Affordable Units (the "**Affordable Housing Obligation**") is calculated based on the number of approved residential ERUs and the area of commercial square footage planned for each Project. The Housing Obligation is stated in terms of Affordable Unit Equivalentents ("**AUEs**") where one AUE is equivalent to a two (2) bedroom unit with a minimum of nine hundred (900) square feet of net livable space. Under Chapter 16.30, the Affordable Housing Obligation for each Project is calculated as follows:

[Balance of page left blank intentionally.]

Project Area	ERUs	Net Leasable Commercial	AUE Obligation for ERUs*	AUE Obligation for Comm'l**	Total Affordable Housing Obligation
Marina	392	42,500 sf	39.2	12.47	51.67 AUE
Lakeside-North	503	0	50.3	-	50.30 AUE

* The obligation rate is 10% of the approved ERUs, and the additional AUEs to be constructed do not count against the approved density for the project.

** The commercial obligation is calculated in accordance with Section 16.30.08. Because the actual use of the commercial space is unknown at this time, the 'overall/general' category has been used to determine the employee generation as a basis for the obligation.

2. General Plan for Satisfying Affordable Housing Obligation. The parties acknowledge and agree that it is in the best interests of both the County and the Projects to concentrate the Affordable Units on-site and in an area that has easy access to transportation corridors to promote shared transportation. In addition, Developers have requested that they each be given a certain amount of time to plan for the concentrated development of the Affordable Units without impeding the commencement of development of the Projects. With these goals in mind, Developers shall concentrate their respective Affordable Housing Obligations on a single parcel located within Marina-West, which parcel is currently identified on the Marina Master Plan as MARINA RMD(C) Parcel 3 (the "**Affordable Housing Obligation Parcel**" or "**AHOP**") approved for 137 AUEs on the following terms and conditions:

a. *Units Must Be Constructed.* Mayflower's and JLI's Affordable Housing Obligations must be actually constructed on the AHOP and deed restricted as moderate income housing in perpetuity. Neither Mayflower nor JLI may satisfy any of their Affordable Housing Obligations by paying a fee in lieu without the consent of the County Council. The Affordable Units shall be constructed, sold or rented in compliance with Chapter 16.30. Neither Mayflower nor JLI shall be obligated to manage or enforce rental Affordable Units after they have been constructed and accepted by the County if either conveys their respective Affordable Units to the County or a third-party who agrees to manage or enforce rental Affordable Units.

b. *Assurance of Completion.*

1) Within two (2) years of submitting to the County, for processing and approval, of a Preliminary Site Plan for Lakeside North, Marina-East or Marina-West, whichever is earliest, Developers shall submit to the County, for processing and approval, a Preliminary Site Plan and Preliminary Plat for the entire AHOP.

2) Within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Lakeside North (allowable first phase maximum of 173 ERUs), JLI shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase. Within three (3) years of the County's approval of the Final Site Plan and

Final Plat for the first phase and each subsequent phase on Lakeside North, JLI shall commence construction of the Affordable Units attributable to that phase.

Similarly, within two (2) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina-East (allowable first phase maximum of 159 ERUs) or Marina-West (allowable first phase pending), Mayflower shall commence construction of the AHOP infrastructure necessary to service the affordable housing units attributable to that phase. Within three (3) years of the County's approval of the Final Site Plan and Final Plat for the first phase and each subsequent phase on Marina East or Marina-West, as applicable, Mayflower shall commence construction of the Affordable Units attributable to that Project's phase.

Developer may approach the County Council for extensions of these deadlines, which the County Council may accept or deny in its sole and absolute discretion. To the extent this Section 2.b.2 conflicts with Section 2.b.4, Section 2.b.4 shall apply.

3) Should JLI or Mayflower fail to meet any of their aforementioned respective infrastructure or construction deadlines, the County may withhold approval of the Final Site Plan and Final Plat for subsequent phases on Lakeside North as to JLI, or, as to Mayflower, Marina-East or Marina-West as applicable, pending compliance with said deadlines; provided however, that the County may not withhold any such approval for a Lakeside North, Marina-East or Marina-West phase pending compliance with a deadline required of either of the other two (2) Projects.

4) Construction of all affordable housing units required of Lakeside North must be completed prior to County approval of the Final Site Plan and Final Plat for the last phase on Lakeside North. Similarly, construction of all affordable housing units required of Marina-East or Marina-West must, as to that Project, be completed prior to County approval of the Final Site Plan and Final Plat for the last phase on that Project.

5) With the exception of the above-referenced AHOP planning and platting requirements, the affordable housing requirements imposed on Lakeside North, Marina-East and Marina-West are independent and shall not be enforceable against either of the other two (2) Projects.

3. AHOP Relocation. Mayflower may, if and to the extent consistent with applicable law, relocate the AHOP to another location within Marina-West with the County's consent, which consent shall not be unreasonably withheld. Developers each agree to bear the risk of any increased costs or delays that may result from Mayflower requesting, and the County considering and processing a request to relocate the AHOP to another location, including any approvals from special service districts, utilities, or the State of Utah or any of its subsidiaries the County may require in its reasonable discretion.

4. Deed Restrictions and Pricing of Affordable Units. At the time of final plat approval for the AHOP, deed restrictions shall be recorded against all platted Affordable Units. The deed restrictions shall be consistent with the requirements of the Affordable Housing Code and applicable county policies then in effect. The form of the restrictions shall be approved by the County prior to recording.

5. Release from this Agreement. The parties will release each respective Project from the terms of this Agreement (i) at the time of sale or transfer of the last platted Project lands for each respective Project subject to this Agreement, and provided all the terms of Paragraph 2 have been satisfied with respect to such lands, or (ii) the recording of deed restrictions on platted Affordable Units.

6. General Provisions.

a. *Recording.* This Agreement shall be recorded in the official records of the Wasatch County Recorder.

b. *Default.* Should either Developer default in the performance of its obligations hereunder and fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if said Developer fails to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such remedies as are available in law or equity and/or provided in this Agreement, including but not limited to, denying any request for new building permits on the portions of that Developer's Project remaining subject to this Agreement, forfeiture of escrowed items as provided herein, and/or obtaining an injunction or an order requiring specific performance of that Developer's obligations under this Agreement.

c. *Term.* The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect in perpetuity until no portion of either Project remains subject to this Agreement, unless terminated sooner by the mutual agreement of both Developers and the County (the "Term").

d. *Amendment.* This Agreement may only be amended by written instrument signed by the County and both Developers and/or their respective successors or assigns. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein. No other agreements, oral or written, pertaining to the matters herein exists between the parties. This Agreement hereby supersedes any other agreement between the parties respecting the subject matter addressed herein.

e. *Binding Effect.* This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns until released.

f. *Enforcement.* All of the terms, provisions and restrictions of this Agreement may be enforced by the County and in the event of a breach of this Agreement the County shall have such remedies as may be available in law or in equity.

g. *Notices.* All notices to be given to County or the Developers pursuant to this Agreement shall be in writing and shall be mailed, by first class, postage prepaid, or sent by verified email to the parties at the addresses set forth below, or any other address provided by Developer:

For Signature: 9/21/18

To County: Wasatch County Planning Department
55 South 500 East
Heber City, Utah 84032

With a copy to: Wasatch County Attorney
805 West 100 South
Heber City, Utah 84032

To Mayflower:

John Molenaar
Molenaar/Marks
Barbara Strozziiaan 101
1083 HN Amsterdam NL
john@molenaarmarks.com

Harman Kloos
Kloos Consultants
83 Sweelincklaan
3723 JC Bilthoven, Netherlands
hkloos@xs4all.nl

With a copy to:

Craig Coburn/Steve Bergman
Richards Brandt Miller Nelson
299 S. Main St. – 15th Floor
Salt Lake City, UT 84111
craig-coburn@rbmn.com
steven-bergman@rbmn.com

To JLI:

Jordanelle Land Investors, LLC
Kurt C. Swainston
5938 East Calle Principia
Anaheim, CA 92807
(714) 363-3222
Kurt@SwainstonLaw.com

h. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

i. *Representations.*

i. Developers each warrant and represent to the County as follows:

(a) Their respective Projects are located upon the real property described in Exhibit A attached hereto;

(b) each has the authority and power to execute, deliver and have recorded this Agreement; and

(c) The individuals signing on behalf of each are duly authorized, empowered and have the authority to bind that Developer to the terms and conditions of this Agreement.

ii. The County hereby warrants and represents to the Developers as follows:

(a) County has the authority and power to execute, deliver and have recorded this Agreement; and

(b) The individuals signing on behalf of County are duly authorized, empowered and have the authority to bind County to the terms and conditions of this Agreement.

j. *Attorney's Fees.* In any action or defense associated with this Agreement, the prevailing party shall be reimbursed by the non-prevailing party for the costs, including reasonable attorneys' fees incurred by the prevailing party in that action or defense.

k. *Recitals and Exhibits.* The included Recitals and Exhibits are an integral part of this Agreement and are hereby incorporated into this Agreement.

l. *Waiver.* No action or failure to act by the parties shall constitute a waiver of any right or duty afforded any party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

m. *Counterparts.* This Agreement may be executed by the different parties hereto in separate counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same agreement.

n. *Severability.* If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

o. *Headings.* Titles or headings to sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

[Signatures on following pages.]

For Signature: 9/21/18

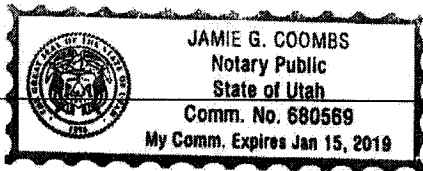
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and year first above written above.

WASATCH COUNTY: By: <u><i>Mike Davis</i></u> Mike Davis, County Manager	APPROVED AS TO FORM: <u><i>Jon Woodard</i></u> Jon Woodard, Deputy County Attorney
--	---

Notary Acknowledgments

STATE OF UTAH
COUNTY OF WASATCH

On this 24th day of Sept 2018, this Agreement was acknowledged before me by Mike Davis, County Manager of Wasatch County.



Jamie G. Coombs
Notary Public

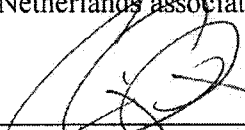
[Balance of page left blank intentionally. Mayflower and JLI signatures on following pages.]


For Signature: 9/21/18

MAYFLOWER:

Stichting Mayflower Mountain Fonds,
a Netherlands association

Stichting Mayflower Recreational Fonds,
a Netherlands association

By: 
Stichting Beheer Mayflower Project,
a Netherlands association

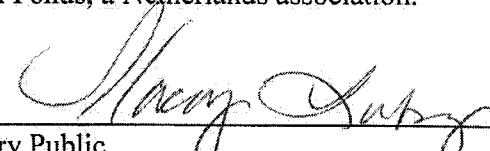
By: 
Stichting Beheer Mayflower Project,
a Netherlands association

Its: Manager
By: Craig C. Coburn
Title: Attorney-in-Fact

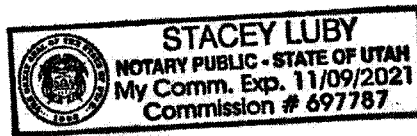
Its: Manager
By: Craig C. Coburn
Title: Attorney-in-Fact

County of Salt Lake)
 :SS
State of Utah)

The foregoing instrument was acknowledged before me this 24th day of September, 2017, by Craig C. Coburn, who executed the foregoing instrument in his capacity as the Attorney-in-Fact of Stichting Beheer Mayflower Project, a Netherlands association, Manager of Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association.



Notary Public



[Balance of page left blank intentionally. JLI signature on following pages.]

EXHIBIT A**Legal Description of Property****LAKESIDE-NORTH****Parcel 1**

The Northeast quarter; the East half of the Southeast quarter; the East half of the East half of the West half of the Southeast quarter; and the East half of the West half of the East half of the West half of the Southeast quarter of Section 12, Township 2 South Range 4 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM THE FOLLOWING:

Exception Parcel No. 1:

Those portions of the above described Parcel 1 lying within Summit County.

Wasatch County Tax Serial Number: OWC-0005-0.

Wasatch County Tax Parcel Number: 00-0007-1204.

Parcel 2

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 non-tangent 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.

Wasatch County Tax Serial Number: OWC-0010-4.

Wasatch County Tax Parcel Number: 00-0013-1453.

Parcel 3

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 described above as Parcel 2.

EXCEPTING THEREFROM THE FOLLOWING:

Exception Parcel No. 2:

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. 3:

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. 4:

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. 5:

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. 6:

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. 7:

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. 8:

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 242.26 feet; thence South 83°06'27" East 109.23 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 40°14'19" East 190.35 feet; thence North 34°04'08" East 248.00 feet; thence North 73°19'39" West 73.69 feet; thence North 67°45' West 878.87 feet; thence South 15°00' West 87.00 feet; thence South 51°30' West 99.97 feet; thence South 31°18'50" East 196.307 feet to the point of beginning.

Exception Parcel No. 9:

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. 10:

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. 11:

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. 12:

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. 13:

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. 14:

The South half of the Southwest quarter of the Northeast quarter of Section 13, Township 2 South Range 4 East.

Exception Parcel No. 15:

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. 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' 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. 17:

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. 18:

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. 19:

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. 20:

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. 21:

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. 22:

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.

Wasatch County Tax Serial Number: OWC -0010-0.

Wasatch County Tax Parcel Number: 00-0007-1253.

Parcel 4

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.

Wasatch County Tax Serial Number: OWC-0075-1.

Wasatch County Tax Parcel Number: 00-0013-1487.

Parcel 5

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 4 AND 5, ALL THOSE PORTIONS LYING WITHIN THE FOLLOWING:

Exception Parcel No. 23:

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. 24:

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.

Exception Parcel No. 25:

Those portions of the above described Parcel 5 lying within Summit County.

Wasatch County Tax Serial Number: OWC-0075-0.

Wasatch County Tax Parcel Number: 00-0007-2012.

Parcel 6

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.

Wasatch County Tax Serial Number: OWC-0103-1.

Wasatch County Tax Parcel Number: 00-0013-1495.

For Signature: 9/21/18

Parcel 7

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 6 as described above.

Wasatch County Tax Serial Number: OWC-0103-0.

Wasatch County Tax Parcel Number: 00-0007-2301.

* * *

MARINAMarina-East

Beginning at a point 810.46 feet East and 350.83 feet South from the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian and running thence South 32°00'00" East 253.04 feet to the arc of a 440.87 foot radius curve to the left; thence along the arc of said 440.87 foot radius curve 301.63 feet (chord bears South 51°36'00" East 295.78 feet); thence South 71°12'00" East 240.23 feet to the arc of a 440.67 foot radius curve to the left; thence along the arc of said 440.67 foot radius curve 240.84 feet (chord bears South 86°51'00" East 237.86 feet); thence North 77°30'00" East 15.42 feet; thence North 00°29'20" West 443.89 feet; thence North 89°45'37" East 662.19 feet; thence North 00°14'23" West 500.33 feet; thence South 89°45'02" West 661.31 feet; thence North 00°18'21" West 1127.16 feet; thence South 65°02'58" West 351.80 feet; thence South 71°27'44" West 199.06 feet; thence South 80°20'58" West 296.83 feet; thence South 53°42'04" West 262.34 feet; thence South 17°06'35" West 47.38 feet; thence South 04°03'02" West 66.43 feet to the arc of a non-tangent 167.00 foot radius curve to the right; thence along the arc of said 167.00 foot radius curve 215.72 feet (chord bears South 41°16'56" East 201.03); thence South 04°16'36" East 71.60 feet to the arc of a 583.00 foot radius curve to the left; thence along the arc of said 583.00 foot radius curve 431.30 feet (chord bears South 25°28'13" East 421.35 feet); thence South 46°39'50" East 111.02 feet to the arc of a 167.00 foot radius curve to the right; thence along the arc of said 167.00 foot radius curve 302.59 feet (chord bears South 05°14'37" West 262.86); thence South 57°09'03" West 214.74 feet to the point of beginning.

Containing: 93.059 acres, more or less.

Marina-West

(Excluding Tailings)

Beginning at a point 570.40 feet East and 268.60 feet South from the Southwest corner of Section 19, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 32°00'00" East 524.71 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said 600.87 foot radius curve 411.10 feet (chord bears South 51°36'01" East 403.13 feet); thence South 71°12'00" East 240.23 feet to the arc of a 600.87 foot radius curve to the left; thence along the arc of said 600.87 foot radius curve 308.89 feet (chord bears South 85°55'37" East 305.50 feet); thence North 00°12'49" West 8.29 feet; thence North 89°42'52" East 329.23 feet; thence South 00°16'20" East 500.06 feet; thence South 89°52'36" West 332.10 feet; thence South 73°00'12" West 347.00 feet; thence North 45°12'07" West 141.30 feet; thence South 89°45'08" West 621.05 feet; thence South 00°13'41" East 162.03 feet; thence North 00°11'02" East 330.72 feet; thence North 89°48'58" West 330.00 feet; thence South 00°14'57" West 103.17 feet; thence North 87°08'23" West 155.56 feet; thence North 36°22'35" West 61.67 feet; thence North 40°08'41" East 108.36 feet; thence North 62°55'55" East 92.84 feet; thence North 22°29'34" West 26.03 feet; thence North 07°12'59" East 104.01 feet; thence North 44°47'48" East 102.14 feet; thence North 74°24'25" East 61.61 feet; thence North 05°58'30" East 52.41 feet; thence North 41°12'12" East 87.26 feet; thence South 84°05'50" East 49.57 feet to the arc of a 1063.10 foot radius curve to right; thence along the arc of said 1063.10 foot radius curve 107.04 feet (chord bears North 06°23'45" East 107.00 feet); thence North 09°16'49" East 93.04 feet to the arc of a 18.00 foot radius curve to the left 27.31 feet (chord bears North 34°11'18" West 24.77 feet); thence North 77°39'25" West 246.83 feet to the arc of a 205.00 foot radius curve to the right; thence along the arc of said 205.00 foot radius curve 49.62 feet (chord bears North 70°43'21" West 49.50 feet); thence North 11°55'04" East 180.46 feet; thence North 72°58'13" East 633.20 feet to the point of beginning.

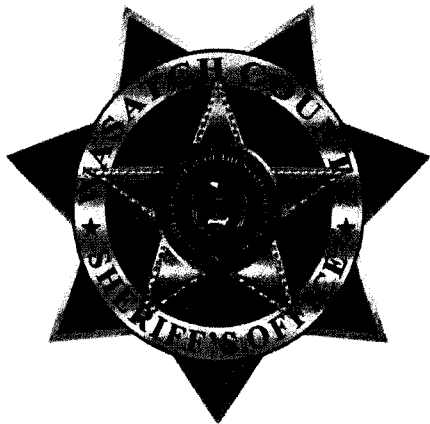
Containing 37.55 acres more or less.

EXHIBIT E

MARINA-EAST DEVELOPMENT AGREEMENT

Will-Serve Letters

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").



WASATCH COUNTY SHERIFF'S OFFICE

Sheriff Todd L. Bonner
1361 South Highway 40
Heber City, Utah 84032
435-654-1098

TO: Wasatch County Planning Office
DATE 03/15/17
RE: WILL SERVE LETTER

Please accept this correspondence as out official declaration that the Wasatch County Sheriff's Office will provide law enforcement services as set forth in Utah State Code for the MAYFLOWER MARINA, Heber City, Utah 84032

Thank you.

A handwritten signature in black ink, appearing to read "Todd L. Bonner".

Todd L. Bonner
Sheriff, Wasatch County
toddbonner@co.wasatch.ut.us



Questar Gas Company
6445 Silver Creek Dr.
Park City, UT 84060
Tel 800-323-5517

March 21, 2017

Jack Johnson Consulting
1910 Prospector Ave Suite 200
Park City, UT 84060

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the **Mayflower Marina & Mayflower Lakeside-North** development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but no limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Shingleton", is written over a horizontal line.

Brandon Shingleton
Pre-Construction Representative



Wasatch County Solid Waste Disposal District
1891 West 3000 South
P.O. Box 69
Heber City, Utah 84032
(435) 654-1661 Option #1

April 6, 2017

Todd Morrill
Jack Johnson Consulting
1910 Prospector Avenue, Ste 200
Park City, Utah 84060

Re: Refuse collection service for Mayflower Marina & Mayflower Lakeside North

Dear Mr. Morrill:

Wasatch County Solid Waste Disposal District currently collects refuse in the Jordanelle area. Your request for refuse collection service to the above referenced development will be provided with residential containers collected weekly along the public right of way for the individual homes and possibly the townhomes. Condos and possibly townhomes will be serviced using front load dumpsters in locations with easy access for our front load refuse collection trucks.

All private roads must be maintained for sufficient access. Roadways cannot be blocked during construction of homes on collection day.

All residents of Wasatch County are required to have collection service whether full or part time residents. A setup fee must be paid at the time a building permit is issued.

This letter should also be included in your development agreement.

Sincerely,

Kelly Christensen, Manager
Wasatch County Solid Waste Disposal District
(435) 657-3320

Wasatch County Fire District
10420 N. Jordanelle Blvd.
Heber City, UT 84032
Phone: 435-940-9636
Fax: 435-940-9636
Email: admin@wasatchcountyfiredistrict.com

July 9, 2018

To: Todd Morrill
Re: Mayflower Marina & Mayflower Lakeside North

To Whom It May Concern:

I/We Todd Morrill the undersigned, by my signature, agree that I will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the property located at

Signed: _____

The Wasatch County Fire District will furnish fire protection to this area only when the infrastructure of the subject property has been completed in accordance with the International Fire Code and all other Wasatch County ordinances adopted to date.

No construction of any structure will be permitted until all of the requirements of the International Fire Code Edition 2015 have been met.

Fire Flow Requirements

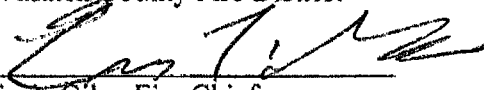
Fire-Flo Requirements for buildings shall be based upon Appendix B of the International Fire Code which states: The minimum fire flow requirements for one and two family dwellings having a fire area which does not exceed 3600 square feet shall be 1,000 gallons per minute. Fire flow for dwellings having a fire area in excess of 3,600 square feet shall not be less than that specified in Table B105.1 (located on page 372 of the IFC).

Placement of Fire Hydrants

Fire hydrant placement shall be as listed in Appendix C of the International Fire Code. (Within 500 feet of the proposed structure).

Dated this

Wasatch County Fire District


Ernie Giles-Fire Chief

From: [Tracy Richardson](#)
To: [Todd Morrill](#)
Subject: RE: Mayflower Marina & Mayflower Lakeside-North: Will-Serve Letter Request
Date: Thursday, April 13, 2017 10:01:54 AM

Todd,

Where these projects fall within the Jordanelle Special Service District, I really don't have anything to do with them. JSSD will service them with sewer and water, so I'm not sure there is anything for me to include in a will serve letter. If during the building permit process for any of the facilities that might require Health Department involvement (pools, food, lodging, etc.) we will address the issues at that time.

You can use this email as that will serve letter if one is needed.

Thanks.

Tracy Richardson
Wasatch County Health Department
435-657-3252

From: Todd Morrill [mailto:tmorrill@jackjohnsonconsulting.com]
Sent: Monday, April 10, 2017 8:59 AM
To: Tracy Richardson <trichardson@wasatch.utah.gov>
Subject: FW: Mayflower Marina & Mayflower Lakeside-North: Will-Serve Letter Request

Tracy,

Please review the email below and the attachments and let me know if you can help us with this request. Doug Smith gave me your contact information and told me that we needed letters from you on these projects. Thanks,

TM

From: Todd Morrill
Sent: Wednesday, March 15, 2017 9:32 AM
To: trichardson@wasatch.utah.gov
Subject: Mayflower Marina & Mayflower Lakeside-North: Will-Serve Letter Request

Tracy,

Please see the attached letter and enclosures.

Thanks,

Todd Morrill, PE

tmorrill@jackjohnsonconsulting.com

JACK JOHNSON CONSULTING

1910 Prospector Avenue, Suite 200

Park City, Utah 84060

Designing World Destinations

O (435) 645-9001

C (435) 655-5316

www.jackjohnson.com

**Wasatch County Fire District
10420 N. Jordanelle Blvd.
Heber City, UT 84032**

Phone: 435-940-9636

Fax: 435-940-9636

Email: admin@wasatchcountyfiredistrict.com

July 9, 2018

To: Todd Morrill

Re: Mayflower Marina & Mayflower Lakeside North

To Whom It May Concern:

I/We Todd Morrill the undersigned, by my signature, agree that I will comply with all the codes and standards of the Wasatch County Fire District and the Wasatch County Code and ordinances which apply to the property located at

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Fire Flow Requirements

Fire-Flo Requirements for buildings shall be based upon Appendix B of the International Fire Code which states: The minimum fire flow requirements for one and two family dwellings having a fire area which does not exceed 3600 square feet shall be 1,000 gallons per minute. Fire flow for dwellings having a fire area in excess of 3,600 square feet shall not be less than that specified in Table B105.1 (located on page 372 of the IFC).

Placement of Fire Hydrants

Fire hydrant placement shall be as listed in Appendix C of the International Fire Code. (Within 500 feet of the proposed structure).

Dated this _____

Wasatch County Fire District


Ernie Giles-Fire Chief

EXHIBIT F

MARINA-EAST DEVELOPMENT AGREEMENT

Vested Development Rights

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").

As of the Acceptance Date and subject to this Agreement and Applicable Law, Developer's vested development rights include:

- 335 Target Density residential ERUs in multiple development phases.
- 33.5 Affordable Housing Units (AUEs) to be built on Marina-West.
- The previously approved Master Plan Development Layout compliant with County Physical Constraints Requirements, provided greater detail in subsequent submissions comply with Applicable Law and are materially consistent with the previously proposed Master Development Layout.
- Roads/Streets Compliant with Wasatch Code Title 14 (Classifications/Locations/Alignments/Cross-Sections provided in Master Plan), provided greater detail in subsequent submissions comply with Applicable Law and are materially consistent with the previously proposed Master Plan.
- Open Space and Trails as shown in approved Master Plan Development Layout, provided greater detail in subsequent submissions comply with Applicable Law and are materially consistent with the previously proposed Master Plan Development Layout.
- Amenities and Recreation Facilities as referenced in the Agreement, provided greater detail in subsequent submissions comply with Applicable Law and are materially consistent with the previously proposed Master Plan Development Layout, and provided site plan applications are submitted.

EXHIBIT G

MARINA-EAST DEVELOPMENT AGREEMENT

Architectural Precedence Pictures/Renderings

Appended to and made a part of the Marina-East Development Agreement (Agreement) dated the 24th day of Sept, 2018, by and between Wasatch County (the County) and Stichting Mayflower Mountain Fonds, a Netherlands association, and Stichting Mayflower Recreational Fonds, a Netherlands association (hereinafter collectively "Developer").

THIS DRAWING HAS BEEN PREPARED SO THAT IT MAY BE PRINTED ON EITHER 24x36 OR 36x48 ARCHITECTURAL PAPER. EACH SIZE IS AS SHOWN BELOW.

Jack Johnson Consulting
 Designing World Destinations
 14015 140th Ave., Suite 1000
 Frisco, TX 75034-9001 • Phone: 469.776.1000
 www.jackjohnson.com

DATE:	October 11, 2015
DESIGNED BY:	JM
DRAWN BY:	JM
REVIEWED BY:	JM
PROJECT:	1245
ISSUE:	Master Plan Approval

REVISIONS
11-20-2015: Washita County Review Comments

Mayflower Resort
at Deer Valley
Master Plan Submittal
Stitching Mayflower Beheer

Architectural Flavor Board

AF-101



Residential Architectural Flavor



Village Architectural Flavor