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Ent 465941 Bk 1258 Pg 752 - 776
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
2019 Jul 25 08:29AM Fee: \$40.00 TC
For: York Howell & Guymon
ELECTRONICALLY RECORDED

**MASTER DEVELOPMENT AGREEMENT
FOR
KLAIM PROJECT**

June 27th, 2019

WHEN RECORDED, RETURN TO:

~~Douglas J. Shumway~~ ~~Shumway Van, LLC~~ ~~368 E. Riverside Dr., Suite 3A~~ ~~St. George, Utah 84790~~
Town of Hideout
10860 N. Hideout Trail
Hideout, Utah
84036

**MASTER DEVELOPMENT AGREEMENT
FOR
KLAIM PROJECT**

THIS MASTER DEVELOPMENT AGREEMENT (“MDA”) is made and entered as of the 27th day of June, 2019, by and between The Town of Hideout, a political subdivision of the State of Utah (“Town”) and Klaim, LLC, a Utah limited liability company (“Developer”).

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Developer owns and is developing the Property as a residential subdivision to be known and marketed as “KLAIM.”

C. Developer and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Final Plan.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2018) *et seq.*

F. The Property zoning designation is M- Mountain.

G. This MDA conforms with the intent of the Town's General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "C" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq.*

1.2.2. **Addendum No. 1** means the attachment hereto that contain the terms of this MDA that are specific to the Project.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the Final Plan.

1.2.5. **Council** means the elected Town Council of the Town.

1.2.6. **Default** means a breach of this MDA as specified herein.

1.2.7. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.8. **Development Application** means an application to the Town for development of a portion of the Project or any other permit, certificate or other authorization from the Town required for development of the Project.

1.2.9. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2018), or any successor provision, and approved by the Town, effectuating a subdivision of any portion of the Project.

1.2.10. **Developer** means Klaim, LLC, and its successors in interest (except for purchasers of completed Residential Dwelling Units) or assignees as permitted by this MDA.

1.2.11. **Final Plan** means the conceptual layout for Residential Dwelling Units and Public Infrastructure for the Project approved by the Town Council, a copy of which is attached hereto was **Exhibit B**.

1.2.12. **Maximum Residential Units** means the development on the Property of eighty-eight (88) attached Residential Dwelling Units

1.2.13. **MDA** means this Master Development Agreement including all of its Exhibits and Addendum No. 1.

1.2.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.15. **Party/Parties** means, in the singular, Developer or the Town; in the plural Developer and the Town.

1.2.16. **Project** means the residential subdivision to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.2.17. **Property** means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.

1.2.18. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town or other public entities as a condition of the approval of a Development Application.

1.2.19. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.

1.2.20. **Town** means The Town of Hideout, a political subdivision of the State of Utah.

1.2.21. **Town's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.22. **Town's Vested Laws** means the ordinances, policies, standards and procedures of the Town in effect as of the date of this MDA, a digital copy of which is attached as **Exhibit C**.

2. **Development of the Project.**

2.1. **Compliance with the Final Plan and this MDA.** Development of the Project shall

be in accordance with the Town's Vested Laws, the Town's Future Laws (to the extent they are applicable as specified in this MDA), the Final Plan and this MDA.

2.2. Maximum Residential Units. At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units, as specified in this MDA, of the type and in the general location as shown on the Final Plan.

2.3. Limitation and No Guarantee. Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Final Plan requires that each Development Application comply with the Town's Vested Laws and this MDA.

This MDA does not guarantee that the Developer will be able to construct the Maximum Residential Units or any other aspect of the Project, and Developer bears the obligation of complying with all the applicable requirements of the Town's Vested Laws.

2.4. Sale of Residential Units. No parcel or Residential Dwelling Unit shall be sold except as shown on a Final Plat for the portion of the Property in which residential parcel is located.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, the Town's Vested Laws, the zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2018).

3.2. Exceptions. The vested rights and the restrictions on the applicability of the Town's

Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

- 3.2.1. Master Developer Agreement. The Town's Future Laws or other regulations to which the Developer agrees in writing;
- 3.2.2. State and Federal Compliance. The Town's Future Laws or other regulations which are generally applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;
- 3.2.3. Codes. Any Town's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated; or,
- 3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
- 3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted,

and imposed by the Town pursuant to Utah Code Ann. Section 11-36a-101 (2018) *et seq.*

3.2.7. Planning and Zoning Modification. Changes by the Town to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Town, and do not materially and unreasonably increase the costs of Development.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2018).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this MDA shall be until January 31, 2030. If Developer has not been declared to be currently in Default as of January 31, 2030 (and if any such Default is not being cured) then this MDA shall be automatically extended until January 31, 2033. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, however, the maintenance obligations of the Association shall survive termination of this Agreement and continue in perpetuity.

5. **Processing of Development Applications.** The procedure for processing Development Applications shall in accordance with the procedural provisions of the Town's Future Laws. Notwithstanding the forgoing, Developer's vested rights, as provided for in Section 3.1 of this MDA. If the Town denies a Development Application the Town shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, the

Zoning and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).

6. **Addendum No. 1.** Addendum No. 1 contains terms, conditions, and provisions that are specific to the development of the Project. This MDA and Addendum No. 1, read as a whole, set forth the parties' rights, responsibilities and liabilities with respect to the transactions contemplated by this MDA. In this MDA and Addendum No. 1, and as between them, specific provisions prevail over general provisions. In the event of a conflict between this MDA and Addendum No. 1, Addendum No. 1 shall control.

7. **Application Under Town's Future Laws.** Without waiving any rights granted by this MDA, Developer may at any time, choose to submit a Development Application for all or part of the Project under the substantive standards Town's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement.

8. **Public Infrastructure.**

8.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to the Town's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by the Town's engineer, or his designee.

8.2. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by the Town's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, et seq., as amended. The Applicant shall provide such bonds or security in a form acceptable to the Town or as specified in the Town's Vested Laws. Partial releases of any

such required security shall be made as work progresses based on the Town's Vested Laws.

9. Upsizing/Reimbursements to Developer.

9.1. **Upsizing.** The Town shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the Town shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

10. Default.

10.1. **Notice.** If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. Specific Claim. Specify the claimed event of Default;

10.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

10.2.3. Optional Cure. If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days

duration.

10.3. **Mediation.** Upon the issuance of a Notice of Default the parties may engage in a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

10.4. **Remedies.** Upon the occurrence of any Default, and after notice as required above, then the parties may have the following remedies:

10.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

10.5. **Public Meeting.** Before any remedy in Section 10.4.3 may be imposed by the Town the party allegedly in Default shall be afforded the right to attend a public meeting before the Town Council and address the Town Council regarding the claimed Default.

10.6. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

10.7. **Limitation on Recovery for Default – No Damages against the Town.** Anything in this MDA notwithstanding Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this MDA and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

11. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Klaim, LLC
4685 Highland DR
SUITE 224
HOLLADAY, UT 84117

To the Town:

The Town of Hideout
Attn: Town Clerk
10860 N. Hideout Trail
Hideout, Utah 84036

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest (except for purchasers of completed Residential Dwelling Units). However, Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of the Town as provided herein.

14.1. **Sale of Lots.** Developer's selling or conveying lots to residential purchasers shall

not be deemed to be an “assignment” subject to the above-referenced approval by the Town unless specifically designated as such an assignment by Developer and approved by the Town.

14.2. **Notice.** Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.

14.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

14.4. **Assignees and Successors in Interest Bound by MDA.** Developer’s successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions,

regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the Town and Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town shall be the Town Manager. The initial representative for Developer shall be Chris Ensign. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

20. **Applicable Law.** This MDA is entered into in Wasatch County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

22. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and

therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

24. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the Town's Vested Laws, **Exhibit C**, shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the Town Recorder and each party shall also have an identical copy.

25. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Town Manager of the Town is affixed to this MDA lawfully binding the Town pursuant to Resolution No. ___ adopted by the Town on June 13, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER
Klaim, LLC

TOWN

The Town of Hideout

By: Chris Ensign
Its: Member

By: Philip S. Rubin
Its: Mayor

Approved as to form: Attest:

[Signature]
Town Attorney

[Signature]
Deputy Town Recorder

TOWN ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF WASATCH)

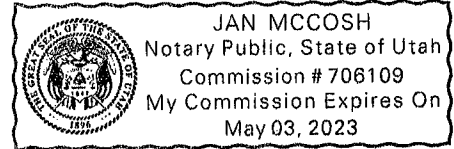
On the 9th day of July, 2019 personally appeared before me Philip Rubin who being by me duly sworn, did say that he is the Mayor of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its

Town Council and said Town Manager acknowledged to me that the Town executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5/3/23

Residing at: 1491 Fletcher Ct, Park City, UT 84098



DEVELOPER ACKNOWLEDGMENT

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

On the 8 day of July, 2019, personally appeared before me CHRISTENSEN, who being by me duly sworn, did say that he is the Manager of Klaim LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 2/2/2020

Residing at: SALT LAKE, UTAH

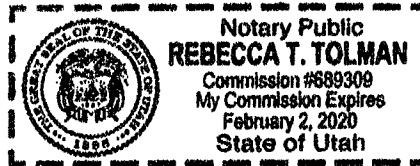


TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Final Plan
Exhibit "C"	Town's Vested Laws
Addendum 1	Specific Project Terms

Exhibit "A"
Legal Description of Property

The following described tract(s) of land in WASATCH County, State of UTAH, to-wit:

Parcel 1:

Beginning at the Northeast Corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, having State Plane Coordinates $Y=2\ 257581.916$ meters and $x=508\ 809.4945$ meters, and running thence, using State Plane Coordinate Bearings, NAD 93: South $00^{\circ}20'08''$ East (deed; South $00^{\circ}19'23''$ East) 1309.61 feet, thence South $89^{\circ}25'31''$ West (deed: South $89^{\circ}26'16''$ West) 1336.577 feet (to close)(Deed: 1336.60 feet), thence South $00^{\circ}08'33''$ East (deed: South $00^{\circ}07'48''$ East) 510.534 feet to the Northerly Right of Way Line of Highway 289, thence North $47^{\circ}34'24''$ West 608.635 feet along said Right of Way to the Easterly line of Evelyn Rode back's property, thence leaving said Right of Way North $00^{\circ}04'41''$ West (deed: North $00^{\circ}03'56''$ West) 1408.72 feet to the North Line of said Section 17, thence North $89^{\circ}32'34''$ East (deed: North $89^{\circ}33'19''$ East) 1778.805 feet to the point of beginning.

The following is shown for informational purposes only: Tax Parcel No. 00-0020-8158, Tax Serial No. OHI-0011-0-017-025

Parcel 2:

A parcel of land located in the West one-half of the Northeast. quarter and the East one-half of the Northwest quarter of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

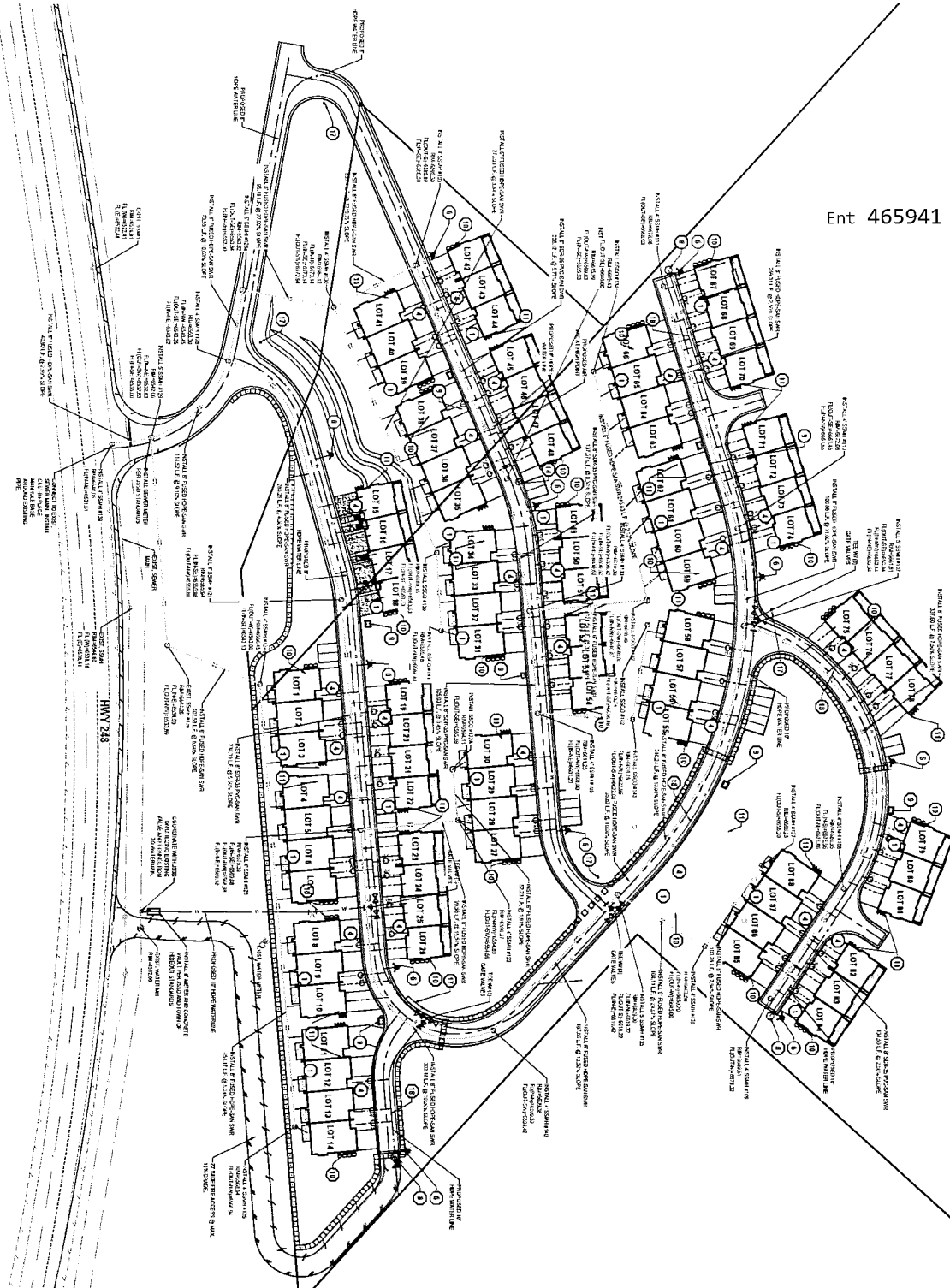
Beginning at a point South $89^{\circ}33'19''$ West 1778.805 feet and South $00^{\circ}03'56''$ East 877.49 feet from the Northeast corner of Section 17, Township 2 South, Range 5 East, Salt Lake Base and Meridian; and running thence South $00^{\circ}03'56''$ East 875.55 feet; thence South $89^{\circ}23'57''$ West 1114.71 feet; thence North $00^{\circ}05'38''$ East 877.09 feet; thence North $89^{\circ}28'38''$ East 1112.25 feet to the point of beginning.

LESS AND EXCEPTING that portion belonging to the United States of America pursuant to Warranty Deed recorded December 14, 1987 with Entry No. 44409 in Book 196 at Page 385, Wasatch County, State of Utah Official records.

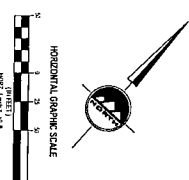
Also, less and excepting any portion of the above described legal that lies South and Southwesterly of the Northerly line of State Highway S.R. 248.

The following is shown for informational purposes only: Tax Parcel No. 00-0020-8166, Tax Serial No. OHI-0011-0-017-025


Exhibit "B"
Final Plan



- GENERAL NOTES**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES.
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- LEGEND OF NOTES**
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THE VIEW AT HIDEOUT
708 EAST HIGHWAY 248
HIDEOUT, UTAH

ENSIGN
THE SHIMPOW ENGINEERING

SALT LAKE CITY
49 W. 1000 S. Suite 500
Shady UT 84070
Phone: 801.253.0525

LAVTON
Phone: 801.547.1100

TOOLEE
Phone: 435.843.3250

CEBAR CITY
Phone: 435.853.1653

RICHTERFIELD
Phone: 435.953.2933

UTILITY PLAN

C-300

HWY 248

UTAH

Exhibit "C"
Town's Vested Laws

(Both parties have copies of the Town's Vested Laws. There is no attachment included with the recorded copy of the MDA.)

Addendum No. 1

1. **CC&Rs & HOA**. As of the date of this MDA, there have not been recorded against the Property any covenants, conditions or restrictions governing the use of the Property, nor has a homeowners' association been established to govern the use or maintenance of the Property. Developer shall record a declaration of covenants, conditions and restrictions governing the use of the Property ("Declaration") and establish a corresponding homeowners' association ("Association") to administer the Declaration and maintain all common areas or limited common areas within the Property. The Property will not be subject to any other voluntary covenants, conditions and restrictions other than the Declaration.

2. **Short-Term Rentals**. The Property may be used for nightly and short-term rentals, subject to the terms and conditions related thereto as established in the Declaration, if any, notwithstanding anything contained in the Act, including the Town's Vested Laws, the Town's Future Laws to the contrary.

3. **Design Approval; Exterior Materials**. The Developer will form a Design Review Committee containing at least two (2) members appointed by the Mayor of the Town which will review and approve the Development Application, Final Plan, and any and all design proposals submitted by Developer to the Town, including design plans, elevations, and proposed exterior materials of each Residential Dwelling Unit for aesthetic consistency with the Design Standards attached hereto as **Exhibit 1-A**.

4. **Use & Maintenance of Trails**. Trails within the Property will be open to the public. Trails (other than those in the Dedicated Open Space) will be four foot (4') wide, natural surface trails. The trails will be constructed by, and at the expense of, Developer but the Town shall be solely responsible to maintain the trails that run through, in or upon the Property, if any, except any trails within the common areas shown on any plat for the Property which will be the obligation of the Association to maintain. Additionally, residents of the Property shall have the right to utilize any such trails, subject to any generally applicable restrictions related to the use of the same.

5. **Right-of-Way Access.** Developer and the Town will cooperate to obtain uninterrupted legal access to and from the closest public street (currently SR 248) to the Property, including working with UDOT as necessary to obtain such access. Developer's responsibilities under this section include: (a) submitting all permits applications to UDOT which are necessary to obtain such access (provided, however, that the Town agrees to be the "applicant" or "permittee" on any forms or portions of such applications which UDOT requires to come from the Town); (b) preparing all engineering documents, plans, and other materials required by UDOT in connection with such permits or applications; and (c) paying for any and all costs associated with, or arising out of: (i) any applications or permits for such access, and materials required in connection therewith, (ii) obtaining of any land or easements necessary to provide such access, whether from UDOT or other third-parties, and (iii) the actual construction of the portion of the Public Improvements necessary to provide uninterrupted legal access to the Property. Developer shall at all times indemnify, defend, and hold harmless the Town and its elected representatives or officials, appointed officers, employees, and other agents ("**Indemnified Parties**") from and against any and all damages, fines, claims, actions, lawsuits, penalties, losses, injuries, costs, charges, and expenses of whatsoever kind or nature, including reasonable attorneys' fees incurred by, or asserted against, the Indemnified Parties, or any of them, which result from, or arise out of, or are in any way related to any of Developer's obligations under this section including the acquisition and construction of the right of way access.

6. **Access to Utilities.** Developer will be allowed to access all utilities to which the Town has access pursuant to any easements the Town holds in and to the Property or any property upon which the access point for the utilities that service the Property are situated, including property owned by the Utah Department of Transportation. Impact Fees may be assessed in connection with the development of the Property pursuant to any validly adopted impact fee ordinance.

7. **Water Requirements.** On or before the date when any plat for the Property is recorded, Developer will be required to dedicate to the Town or to JSSD, as applicable, all water rights, water shares, or other water credits required by the applicable ordinances, regulations, or rules of the Town or JSSD in force as of the date of the recordation of such plat. Each Residential Dwelling Unit will only be required to have the amount of water reasonably required for each Residential Dwelling Unit, taking into account the size of each Residential Dwelling Unit and the low-water, xeriscaping landscaping design for the Property.

8. **Road Maintenance.** Provided the Developer can establish access to a public street, as provided above, all roads in or upon the Property will be dedicated to the Town by Developer. After such dedication the Town shall be solely responsible to maintain or cause the maintenance of such roads, including the timely provision of snow removal services.

9. **Fire Access.** All Development Applications will be subject to the review of the Wasatch County Fire District or other fire review agency as designated in the Town Code current as of the date of such Development Application. In addition, Developer will construct an emergency secondary access right of way ("Secondary Access") consistent with the standards set forth in Appendix D of the International Fire Code (2018 Edition). The Association shall maintain the Secondary Access and ensure that it provides reasonable four-season access to emergency vehicles.

EXHIBIT 1-A
(Design Guidelines)

