

RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Oquirrh Point Development LLC  
333 East Coventry Way  
Erda, UT 84074  
Attn: Joseph Colosimo

**MASTER DEVELOPMENT AGREEMENT  
FOR  
OQUIRRH POINT  
A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT (this “**MDA**”) is made and entered as of this 4th day of November, 2021 (the “**Effective Date**”), by and between Tooele County, a political subdivision of the State of Utah, and Oquirrh Point Development LLC, a Utah corporation (“**Master Developer**”) (collectively the “**Parties**”).

**RECITALS**

A. Unless otherwise defined in the body of this MDA, **bolded** terms used in this MDA are defined in Section 1.2 below.

B. Pursuant to the exercise of its legislative discretion, the County has effectuated the Tooele County General Plan Update (2016), its applicable land use ordinances, and its current zoning map to create the Planned Community Zone as a specific zone of the County (the “**P-C Zone**”), which P-C Zone was created for the purpose of promoting planned development of land to, among other things, achieve a unique and desirable working and living environment with an innovative integration of mixed uses, including residential, commercial, recreation, education, entertainment and light industrial uses.

C. The County is legally authorized to enter into development agreements in appropriate circumstances to promote orderly development of properties within its boundaries, to implement the County’s general plan, and to provide necessary physical public facilities and other benefits in connection with the development such properties.

D. County has recently rezoned the property shown on Exhibit A (the “**Property**”) as P-C Zone as more fully specified in the “**Master Plan**” attached hereto as Exhibit B and the “**Pod Plan**” attached hereto as Exhibit C, and enters this MDA in satisfaction of one of the requirements set forth in the Tooele County Land Use Ordinance for approval of a PC-Zone.

E. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to this MDA and the Master Plan. This MDA is being entered into by the County and Master Developer to set out the parties' respective rights and obligations with respect to the development of the Property pursuant to state law and the County's ordinances, guidelines and policies.

F. Master Developer acknowledges that the County is relying on the faithful performance by Master Developer of the terms and conditions of this MDA in consideration of the land uses and development rights for the Property. The County acknowledges that Master Developer is relying on the continuing validity of this MDA, including but not limited to, the densities and uses specified in the P-C Zone as hereinafter set out, in exchange for Master Developer's (or its successors' or assigns') expenditure of funds for the improvements and facilities that Master Developer (or its successors or assigns) will be obligated to provide pursuant to this MDA.

G. Development of the Property shall include the "**Intended Uses**" specified in the Master Plan and the Pod Plan.

H. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act and the County's Land Use Ordinance, and is for the benefit of the County, Master Developer, and the public.

I. The County Council has reviewed this MDA and determined that it is consistent with the Act and the County's Land Use Ordinance.

J. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the County and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the County based on improvements to be constructed on the Property.

K. Development of the Property pursuant to this MDA will also result in significant benefits to the Master Developer by providing assurances to the Master Developer that the Master Developer and its successors and assigns will have the ability to develop the Property in accordance with this MDA.

L. The Parties have cooperated in the preparation of this MDA.

M. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered pursuant to, Utah Code Ann. §17-27a-103.

N. This MDA is being adopted pursuant to Utah Code Ann. §17-27a-508. The Parties intend that this MDA survive the future incorporation or future annexation of the Property into any municipality consistent with Utah Code Ann. §10-9a-509(1)(d).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Master Developer hereby agree as follows:

## TERMS

### 1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and the attached Exhibits are deemed to be correct and 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 County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, *et seq.*

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided herein.

1.2.3. **Administrator** means the person or persons designated by the County as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Project and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann. §11-36a-102.

1.2.6. **Building Permit** means a permit issued by the County to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, Project Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.7. **Buildout** means the completion of all the development on all the Property.

1.2.8. **CC&Rs** means one or more Conditions, Covenants and Restrictions regarding certain aspects of design and construction on portions of the Project to be recorded in the chain of title on portions of the Property.

1.2.9. **County** means Tooele County, a political subdivision of the State of Utah. Except when used in the term “County’s Vested Laws,” upon the Property becoming part of a municipality, whether by incorporation or annexation, County means the municipality in which the Property is located.

1.2.10. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.11. **County’s Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the County 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.

1.2.12. **County Parks** means those parks, open space areas, trails, and/or similar amenities shown as being owned by the County in the Master Plan, or as provided in a specific Development Application, and those Neighborhood Project Parks or other parks that may be dedicated to the County as provided therein.

1.2.13. **County’s Vested Laws** means the ordinances, policies, standards and procedures of the County related to zoning, subdivisions, development, public improvements and other similar or related matters in effect as of the date of this MDA, excepting only those provisions of the County’s Vested Laws that are specifically superseded by this MDA. The term “County’s Vested Laws” does not change upon the incorporation or annexation of the Property into a municipality.

1.2.14. **Commercial Site Plan** means a plan submitted to the County for the approval of the development of a portion of the Project, which may include multiple buildings that are not intended to be on individual subdivision lots, and includes apartments, office buildings, hotels, industrial buildings, shopping centers or other similar multi-building developments or plans for other developments on the Project which are permitted or allowed by the County’s Land Use Ordinance as a conditional use.

1.2.15. **Council** means the Tooele County Council. Upon the Property becoming part of a municipality, whether by incorporation or annexation, Council means the legislative body of the municipality in which the Property is located.

1.2.16. **Default** means a material breach of this MDA.

1.2.17. **Denial** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application, but does not include review comments or “redlines” by County staff.

1.2.18. **Development Application** means an application or submittal to the County for development of a particular portion of the Project including: a “Community Structure Plan” (or “CSP”), a “Project Plan” (as those terms are used in Chapter 31 of the County’s Land Use Ordinance), a subdivision, a commercial site plan, a building permit, or any other permit, certificate or other authorization required from the County for development of the Project.

1.2.19. **Development Report** means a report containing the information specified in Section 5.9 submitted to the County by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.20. **District** means Stansbury Park Improvement District.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §17-27a-603 and approved by the County, effectuating a Subdivision of any portion of the Property.

1.2.22. **Homeowners’ Association(s) (or “HOA(s)”)** means one or more residential homeowners’ association or commercial owners’ association, as applicable, formed to perform the functions of an association of property owners.

1.2.23. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the County as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann. §§11-36a-101, *et seq.*,

1.2.24. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, parks, trails and other uses as more fully specified in this MDA and the Master Plan.

1.2.25. **Master Developer** means Oquirrh Point Development LLC, a Utah limited liability company and its assignees or assigns.

1.2.26. **Master Plan** means Exhibit “B”.

1.2.27. **Maximum Residential Dwelling Units** means the maximum number of residential dwelling units allowed on the Property at Buildout, which is 1,260 (approximately 3.5 residential units per gross acre).

1.2.28. **Modification Application** means an application to amend this MDA (but not including those changes which may be made by Administrative Action).

1.2.29. [Reserved.]

1.2.30. **Neighborhood Project Park** means a park that is planned and designed as an amenity to serve, and is intended primarily for the use and convenience of, a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.31. **Non-County Agency** means a governmental or quasi-governmental entity, other than those of the County, which has jurisdiction over the approval of any aspect of the development of the Project.

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

1.2.33. **Outsourc[e][ing]** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.34. **Parcel** means an area that is not an individually developable lot.

1.2.35. **Parties** means, collectively, the County and Master Developer, and their respective successors or assigns.

1.2.36. **Phase** means the development of a portion of a given Planning Area within the Project at a point in a logical sequence as determined by Master Developer.

1.2.37. **Planning Area** means one of the Planning Areas depicted in the Master Plan.

1.2.38. **Planning Commission** means the Tooele County Planning Commission. Upon the Property becoming part of a municipality, whether by incorporation or annexation, Planning Commission means the planning commission of the municipality in which the Property is located.

1.2.39. **Project** means the development to be constructed on the Property pursuant to this MDA.

1.2.40. **Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Project, such as local roads or utilities, and that are located on that portion of the Project which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.41. **Required Park** means any County Park or Neighborhood Project Park required to be completed pursuant to this MDA.

1.2.42. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling equals one Residential Dwelling Unit.

1.2.43. **Site Plan** means a plan submitted to the County for the approval of a Subdivision or Commercial Development within the Project.

1.2.44. **Subdeveloper** means an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases or leases a Parcel for development.

1.2.45. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to State Law and/or the County’s Land Use Ordinance.

1.2.46. **Subdivision Application** means the application to create a Subdivision.

1.2.47. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.48. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the Property or applicable portion thereof.

1.2.49. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-36a-102.

1.2.50. **Trail** means a public trail as shown on the applicable subdivision plat map or in the Master Plan.

1.2.51. **Transfer Deed** means a deed of conveyance (i.e., special warranty deed) for a portion of the Property.

1.2.52. **Zoning Map** means the current Tooele County zoning map as amended from time to time. Upon the Property becoming part of a municipality, whether by incorporation or annexation, Zoning Map means the zoning map of the municipality in which the Property is located.

1.2.53. **County's Land Use Ordinance** means Tooele County's Land Use Ordinance, adopted pursuant to the Act and in effect as of the date of this MDA as a part of the County's Vested Laws.

2. **Effect of this MDA.** This MDA shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, reimbursement and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Phases, Planning Areas or specific infrastructure developments over the course of the Project's development. This MDA is intended to implement the approved Master Plan. It is intended to clarify and add detail to the development approvals and process authorized in the Master Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the Master Plan, the terms and provisions of this MDA shall control. This MDA is not intended to conflict with the County's Land Use Ordinance but does include certain clarifications of the County's Land Use Ordinance agreed to by the Parties.

3. **Term.** The initial term of this MDA shall be until December 31, 2041. Notwithstanding the foregoing, this MDA shall terminate upon Buildout. Upon termination of this MDA, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this MDA shall be rescinded or limited in any manner.

4. **Development of the Property .** Development of the Property shall be in accordance with the County's Vested Laws, the County's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits. The County acknowledges that the Master Plan satisfies any and all requirements under the County's Land Use Ordinance for a P-C Zone Plan showing the development of the Property.

5. **Development of the Property in Compliance with the Master Plan.**

5.1. **Residential Units/Intended Uses; and Commercial Uses.** At Buildout of the Property, Master Developer shall be entitled to have developed the Residential Dwelling Units and to have developed the other Intended Uses as specified in the Master Plan. Therefore, the County, in accordance with this paragraph and the Master Plan, hereby agrees that Master Developer is vested with, and granted herein the right to develop 1,260 equivalent residential units, and 750,000 sq. ft. of Commercial and non-residential space, per the Master Plan subject to compliance with the County's Vested Laws.

At least 10% of all Residential Dwelling Units (at least 126 units) will be designated and made available to the public as "moderate-income housing," meaning that the monthly



cost of buying or renting those residential units (plus \$250 per month for utilities, if utilities are to be paid by the occupier of the home) will be no greater than 30% of the household income of those making 80% or less of the area median income (the “AMI”) as determined yearly by HUD. A deed restriction will be recorded against these equivalent residential units indicating that they have been designated as moderate-income units and that they cannot be rented or sold to or purchased or rented by any person(s) that makes more than 30% of the monthly household income of those making 80% or less of the AMI. The number of deed restricted affordable housing units will be included in each phase. Each deed restriction shall expire 20 years after the first occupancy of the unit unless an earlier expiration is authorized by the Council. While a deed restriction is in place, the owners of that deed restricted housing unit may realize no more than 3% appreciation for each twelve months of their ownership.

**5.2. Intended Uses and Residential Dwelling Units.** The general location of Intended Uses and an approximate number of Residential Dwelling Units are shown on the Master Plan. Notwithstanding that a general number of planned Residential Dwelling Units is shown on the various portions of the Master Plan, the intent of this MDA is that Master Developer be entitled to the full number of equivalent residential units as set forth in the Section 5.1.

**5.3. Planning Area Approvals.** Master Developer shall present to the Planning Commission and Council a conceptual plan for the development of each Planning Area (a “**Community Structure Plan**”). Each Community Structure Plan shall generally illustrate the various types of housing, where density of Residential Dwelling Units within each Planning Area will be located, the location and size of parks and trail improvement, the location of roads and infrastructure improvements, and any potential locations for schools, churches or other civic or community uses, and all other information as required by the County’s Land Use Ordinance. The County’s review of the Community Structure Plan for any Planning Area may consider legitimate and quality planning principals, adjacent or planned land uses, the location of appropriate public and private infrastructure, the location of public and private open space, and the location and type of Commercial Uses and Residential Uses in the Planning Area. The County shall have the right to require changes to the Community Structure Plan provided that the changes do not materially impact Master Developer’s ability to obtain the allowed densities, significantly alter the types or location of residential or commercial uses (e.g., townhomes, condominiums, cluster homes, etc.), significantly alter lot sizes, or result in unreasonable additional development costs.

**5.4. Use of Residential Dwelling Units.** Master Developer may use any of the Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as the number of units requested in the proposed Development Application is no greater than the maximum number specified by the Master Plan and any approved Community Structure Plan.

**5.5. Roads and Public Road Designations.** Roads within the Property shall generally be public roads. Certain roads may be changed from public to private roads within certain residential areas or commercial areas which desire limited access as determined by Master Developer, subject to approval by the County through a Development Application and/or other land use application processes. Master Developer agrees to be responsible for snow pushing/removal on all roads or streets in the residential portions of the Project until such roads or streets are dedicated to the public pursuant to a recorded final plat for any phase of the residential development of the Project. To the extent any roads or streets are not intended to be dedicated to the public, an HOA will provide snow pushing/removal.

**5.6. Parking Requirements.** Given the long-term vision, time frame for expected buildout of the Project, the likelihood of changing traffic demands, mass transit and parking requirements in the community generally, neither Master Developer nor the County are able to accurately identify the parking requirements for specific Planning Areas or the variety of potential specific land uses contemplated for the Project at this time. Accordingly, parking requirements for specific Planning Areas and land uses within those Planning Areas shall be established by professionally prepared parking studies (each a “**Parking Study**”), prepared at the request and at the expense of Master Developer or a Subdeveloper, as applicable, and reviewed and reasonably approved by the County. The findings set forth in a Parking Study shall establish a rebuttable presumption as to the parking requirements for a given Planning Area or particular land use; provided, however, the County may challenge such proposed requirements. In the event the County challenges the requirements set forth in a Parking Study, the County shall submit reasonable evidence of the need for alternative parking requirements, whereupon the County and Master Developer or Subdeveloper shall jointly and in good faith determine the applicable parking requirements for the applicable Planning Area or specific land use at issue.

**5.7. Master Developer’s Assumption of Certain County Obligations from Other Documents.** The County hereby assigns and Master Developer hereby assumes the following specific obligations only:

**5.7.1. Memorandum of Understanding Number 10-08-04 (the “MOU”).** Master Developer agrees to assume the following limited obligations related to the intersection of SR 36 and 33<sup>rd</sup> Parkway identified in Agreement paragraph 1 of the MOU, Exhibit D: install the traffic signal(s), install acceleration and deceleration lanes, and install other improvements related to the intersection of State Road 36 and 33<sup>rd</sup> Parkway (which is referred to as the Parkway in the MOU). If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the County shall acquire and pay for that additional property.

5.7.2. Real Estate Purchase & Exchange Agreement BRK&H and Tooele County, Contract Number 06-12-09, (the “Exchange Agreement”). Master Developer agrees to assume the following obligations of the County related to the 33<sup>rd</sup> Parkway as set forth in Obligation paragraph 2 of the Exchange Agreement, Exhibit E: (1) install and pay for one half of 33<sup>rd</sup> Parkway, (referred to as “the road along the railroad corridor” in the Exchange Agreement) from SR36 to Droubay Road, consisting of a 30 foot half-width right-of-way without curb, gutter and sidewalk, as depicted in the drawing attached to the Exchange Agreement; and (2) install and pay for the pedestrian trail along that same portion of the 33<sup>rd</sup> Parkway. Master Developer also agrees to install and pay for one pedestrian trail underpass under the 33<sup>rd</sup> Parkway. If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the County shall acquire and pay for that additional property.

5.8. **Setback Requirements.** Given the long-term vision, time frame for expected buildout of the Project, and anticipated wide variety of residential and commercial product types to be included in the Project, neither Master Developer nor the County are able to accurately identify setback requirements for specific Planning Areas or Development Applications at this time. Accordingly, setback requirements for specific Planning Areas and land uses within those Planning Areas shall be established in connection with subsequent Development Applications. In connection with a Development Application, Master Developer or a Subdeveloper, as applicable, shall submit a table of proposed minimum and maximum setbacks, as applicable, to be imposed with respect to the various residential, commercial or other land uses. The County shall reasonably review and consider the proposed setbacks in good faith and shall approve the same so long as the proposed setbacks are consistent with the proposed land uses to which they are applicable. In the event the County challenges the proposed setbacks, the County shall submit reasonable evidence of the need for alternative setback requirements for the identified land uses, whereupon the County and Master Developer or Subdeveloper shall jointly and in good faith determine the applicable setbacks the applicable Planning Area or specific land use at issue in the Development Application.

5.9. **Accounting for Residential Dwelling Units.** At the recordation of each Final Plat or Commercial Site Plan by Master Developer allowing for residential uses, Master Developer shall provide the County an updated Development Report showing any Residential Dwelling Units used with the Final Plat or Commercial Site Plan and the Residential Dwelling Units remaining for development or use within each Planning Area.

5.9.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Residential Units and, for any non-residential use, shall specify the type and maximum amount of any other use sold with the Parcel.

5.9.2. Return of Unused Residential Dwelling Units. At the recordation of each Final Plat or other Development Application Approval for any Parcel sold to a Subdeveloper, Master Developer shall provide the County an updated Development Report showing the number of Residential Dwelling Units and/or other types and amounts of uses actually used on the Final Plat. If any portion of the Residential Units or other uses transferred to a Subdeveloper are unused by the Subdeveloper at the time the Final Plat is recorded for the Parcel or a Development Application is approved, any unused portion of the transferred Residential Units or other uses shall automatically revert to Master Developer for Master Developer's use elsewhere within the Project, and Master Developer shall file an updated Development Report with the County.

5.10. **Municipal Building.** Developer shall dedicate to Erda City a parcel of not less than three acres along Erda Way for the location of a city hall, and shall donate at least \$1,000,000 toward the construction of such city hall.

## 6. Zoning and Vested Rights.

6.1. **Current Zoning.** The Property is currently zoned as P-C zone.

6.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and in equity, the Parties intend that this MDA grant Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the County except as specifically provided herein. Master Developer has the vested right to develop the Property consistent with, and subject to, this MDA and the Master Plan, and the vested right to have preliminary and final site plans, subdivision plats and other engineering and technical submittals promptly approved by the County subject to compliance with the County's Vested Laws and this MDA. The Parties intend that the rights granted to Master Developer under this MDA are contractual and exist under current law. The parties specifically intend that this MDA grant vested rights to Master Developer as that term is construed in common law and/or statutory law.

6.2.1. Exceptions. The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 7.2 are subject to only the following exceptions:

1. *Master Developer's Discretion.* County's Future Laws that Master Developer agrees in writing to the application thereof to the Property or a portion thereof. Master Developer may withhold its consent to the application of any of the County's Future Laws in its sole discretion to the extent that the same impose a more burdensome requirement than the Master Developer's vested rights.

2. *Compliance with State and Federal Laws.* County's Future Laws which are generally applicable to all properties in the County and

which are required to comply with State and Federal laws and regulations affecting the Project.

3. *Safety Code Updates.* County's Future Laws that are updates or amendments to existing building, 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 Devices or similar standards that are generated by a nationally or statewide Control 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.

4. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated, and provided such taxes are applicable to lands owned and/or managed by Master Developer.

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §17-27a-508(1)(a)(ii).

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

## **7. Approval Processes for Development Applications.**

7.1. **Phasing.** The parties acknowledge that the most efficient and feasible development of the Property is dependent on factors such as the adequacy of infrastructure, market demand, interest rates, general economic growth, competition and other applicable factors. Accordingly, the County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in Phases. Accordingly, the timing, sequencing and phasing of development of the Property shall be determined by Master Developer in its subjective business judgment and discretion. Master Developer shall have the right to apply for, process, and, subject to compliance with the County's

Vested Laws, concurrently receive approval of, one or more Development Applications, subdivision plats, site plans, building permits and other land use, entitlement and building approvals with respect to the Property or portions thereof.

Except for pending Development Applications 2021-168 and 2021-170, the County may refuse to accept or process a Development Application affecting land that geographically overlaps, in whole or in part, land affected by another pending Development Application.

**7.2. Processing Under County's Vested Laws.** Approval processes for Development Applications shall be as provided in the County's Vested Laws as of the date hereof except as otherwise provided in this MDA. Development Applications shall be approved by the County if they comply with the County's Vested Laws as of the date hereof and otherwise conform to this MDA.

**7.3. County's Cooperation in Processing Development Applications.** The County shall cooperate reasonably in promptly and fairly processing Development Applications.

**7.4. Non-County Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-County Agency, an approval for these aspects does not need to be submitted by Applicant for review by any agency of the County. The Applicant shall timely notify the County of any such submittals and promptly provide the County with a copy of the requested submissions. The County may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-County Agency's approval.

**7.5. Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the County or any other agency of the County. It is not the intent of this Section to preclude the normal process of the County's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application.

**7.6. Expert Review of Certifications Required for Development Applications.** If the County, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by County Consultants, the County shall bear the costs of such review if the County Consultants determine that the Applicant's expert certification was materially correct and that the County's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the County Consultants determine that the County's requirement of a review was reasonable and made in good faith, then payment of the reasonable and

actual costs of the County Consultants' review shall be the responsibility of Applicant.

**7.7. Independent Technical Analyses for Development Applications.** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, threatened and endangered species, or other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant. If the County needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the County, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant.

**7.8. County Denial of a Development Application.** If the County denies a Development Application, the County shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the County believes that the Development Application is not consistent with this MDA and/or the County's Vested Laws (or, if applicable, the County's Future Laws).

**7.9. Meet and Confer regarding Development Application Denials.** The County and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

**7.10. County Denials of Development Applications Based on Denials from Non-County Agencies.** If the County's Denial of a Development Application is based on the Denial of the Development Application by a Non-County Agency, Master Developer may appeal any such Denial through the appropriate procedures for such a decision.

**8. Application Under County's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all the Property within a phase, under the County's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the County's Vested Laws.

## **9. Parks.**

**9.1. Parks and Open Space Requirements.** The provisions of this Section govern the requirements for the dedication, improvement and construction of parks and open space in the Project.

9.2. **Dedication of Parks.** Certain Neighborhood Project Parks may be dedicated to the County upon their completion and acceptance. Generally, those parks described as County Parks will be dedicated to the County while those parks designated as Neighborhood Project Parks will not be dedicated to the County but, instead, be owned and maintained by an HOA or other entity.

9.3. **Park Plan Approval.** Prior to construction or dedication of any Required Park, Master Developer shall submit to the County a detailed park plan. The County Council shall reasonably review the park plan and may deny the park plan if the park plan does not comply with the requirements of the County's Vested Laws.

9.4. **[Reserved.]**

9.5. **Maintenance of Parks and Trails Dedicated to the County.** Upon acceptance by the County of any park being dedicated to the County pursuant to Section 9.2, the County shall be responsible for maintaining such Park or Trail.

9.6. **Tax Benefits.** The County acknowledges that Master Developer may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the Property for County Parks or Neighborhood Project Parks to the County or to a charitable organization to the extent that Master Developer is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

10. **Public Improvements.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of Project Infrastructure which are required as a condition of approval of each Development Application.

11. **Sewer.** The District is the sewer service provider for the Property. Master Developer and the District will coordinate on making available to Master Developer sewer services for the development of all the Property.

12. **CC&Rs.** Homeowners' Association(s) will be responsible for the implementation and enforcement of applicable CC&Rs. CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the County.

13. **Payment of Fees.**

13.1. **General Requirement of Payment of Fees.** Master Developer and/or a Subdeveloper shall pay to the County all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts specified in the County's Future Laws.



13.2. **Reimbursement for “Upsizing”.** The County shall not require Master Developer to “upsized” any public improvements for services provided by the County, other than the Backbone Infrastructure (*i.e.*, to construct the improvements to a size larger than required to service the Property) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the *pro rata* costs of such upsizing.

14. **Construction Standards and Requirements.**

14.1. **Separate Security for Landscaping.** Security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument reasonably acceptable to the County separate from the security instrument(s) used for the other public improvements.

14.2. **Building Permits.** No buildings or other structures shall be constructed within the Property without the Applicant first obtaining building permits. The Applicant may apply for and obtain a grading permit following conceptual approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if the Applicant has submitted and received approval of a site grading plan from the County Engineer. Any grading performed by the Applicant pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of the Applicant, meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of the Applicant that created the discrepancy.

14.3. **County and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Applicant shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the County or any other governmental entity having jurisdiction over the work. The County shall reasonably cooperate with the Applicant in seeking to secure such permits from other governmental entities.

15. **Provision of Municipal Services.** The County shall provide all services to the Property that the County provides from time-to-time to other residents and properties within the County including, but not limited to, garbage collection, law enforcement, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.

16. **Default.**

16.1. **Notice.** If the Applicant or the County 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 Parties. If the County believes that

the Default has been committed by a Subdeveloper then the County shall also provide a courtesy copy of the Notice to Master Developer.

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

16.2.1. Claim of Default. Specify the claimed event of Default;

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

16.2.3. Specify Materiality. Identify why the Default is claimed to be material; and

16.2.4. Optional Proposed Cure. If the County elects to do so, propose a method and time for curing the Default.

16.3. [Reserved.]

16.4. **Remedies.** The parties shall have the following remedies:

16.4.1. Legal Remedies. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

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

16.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of those portions of the Property then owned by Master Developer in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

16.5. **Meeting.** Before any remedy in Section 16.4 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a meeting with the County Manager.

16.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the County Manager finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County, then the County may impose the remedies of Section 16.4.3. The County shall give Notice to Master Developer and/or any applicable Subdeveloper of any meeting at which an emergency

default is to be considered and Master Developer and/or any applicable Subdeveloper shall be allowed to address the County Manager at that meeting regarding the claimed emergency Default.

16.7. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

17. **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 Master Developer:  
Oquirrh Point Development LLC  
333 East Coventry Way  
Erda, UT 84074  
Email: \_\_\_\_\_

To the County:  
Tooele County Manager  
47 S. Main Street  
Tooele, UT 8074  
Email: andy.welch@tooeleco.org

With a copy to:  
Community Development Director  
47 S. Main Street  
Tooele, UT 84074

Any party may change its address for Notice under this MDA by giving written Notice to the other party

17.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

17.1.1. Physical Delivery. Its actual receipt, if delivered personally by a Party or by courier service.

17.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered on the same day and the sending party has an electronic receipt of the delivery of the Notice.

17.1.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

18. **Administrative Actions.**

18.1. **Allowable Administrative Actions:** The following modifications to this MDA may be considered and approved by the Administrator.

18.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Property that does not materially change the functionality of the infrastructure.

18.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

18.2.1. **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any the Administrative Action the Administrator may require the Administrative Action to be processed as a Modification Application.

18.2.2. **Administrator's Review of Administrative Action.** The Administrator shall consider and promptly decide upon the Administrative Action within a reasonable time.

18.2.3. **Appeal of Administrator's Denial of Administrative Action.** If the Administrator denies any proposed Administrative Action, the Applicant may process the proposed Administrative Action as a Modification Application.

19. **Amendment.** Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes:

19.1. **Who May Submit Modification Applications.** Only the County and Master Developer or an assignee that succeeds to all the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

19.2. **Modification Application Contents.** Modification Applications shall:

19.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

19.2.2. **Consent of Master Developer.** Master Developer's consent to filing a Modification Application shall be required.

19.2.3. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Property.

19.2.4. **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.

19.2.5. Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and number of Residential Dwelling Units of all such properties.

19.2.6. Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the County to cover the costs of processing the Modification Application.

19.3. **County Cooperation in Processing Modification Applications.** The County shall cooperate reasonably in promptly and fairly processing Modification Applications.

19.4. **Planning Commission Review of Modification Applications**

19.4.1. Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible considering the nature and/or complexity of the Modification Application.

19.4.2. Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

19.5. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application in a timely manner.

20. **5-year Reviews.** Every five years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and April 15 of 2026, and then again every five years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may reasonably and in good faith propose amendments for the consideration of the Parties including increasing residential and commercial densities.

21. **Estoppel Certificate.** Upon 20 days prior written request by Master Developer, Master Developer or a Subdeveloper, the County will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this MDA.

22. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity, or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including reasonable attorneys' fees.

23. **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.

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

25. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the County and Master Developer. Furthermore, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the County has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements, at which time all rights and responsibilities for the dedicated public improvement shall be the County's.

26. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the County as provided herein, which consent shall not be unreasonably withheld, delayed or conditioned.

26.1. **Certain Sales and Encumbrances not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall have the right to pledge or encumber any or a portion of its rights in this MDA to a lending or investment entity without consent from the County, and such pledge or encumbrance shall not be considered an assignment.

26.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), or Master Developer's entry into a joint venture for the development of the Property, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within 10 days after the event has occurred. Such Notice shall provide the County with all necessary contact information for the newly responsible party.

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

proposed assignee.

26.4. [Reserved.]

26.5. **Partial Assignment.** If any proposed assignment is for less than all of Master 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. Upon any such approved partial assignment, Master Developer shall remain responsible.

26.6. **Grounds for Denying Assignment.** The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned.

26.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

27. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the County when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the County except as otherwise provided herein.

28. **No Waiver.** Failure of any of the Parties 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.

29. **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.

30. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA 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, 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.

31. **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.

32. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the County and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the County’s Director of Community Development. The initial representative for Master Developer shall be David Verdi. 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 Property.

33. **Mutual Drafting.** Each of the Parties 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.

34. **Applicable Law.** This MDA is entered into 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. Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah.

35. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA and the obligations herein shall be deemed to run with the land, except as expressly set forth in this MDA.

36. **Authority.** The parties to this MDA each warrant that they have all the necessary authority to execute this MDA.

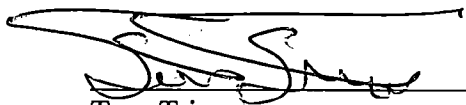
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IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

COUNTY:

TOOELE COUNTY,  
a political subdivision of the State of Utah

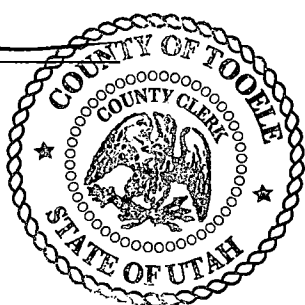
  
\_\_\_\_\_  
Tom Tripp  
Council Chair

Approved as to form:

Attest:

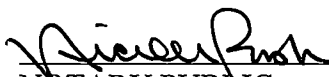
  
\_\_\_\_\_  
Colin R. Winchester  
Deputy County Attorney

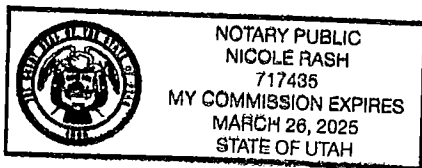
  
\_\_\_\_\_  
Tracy D. Shaw  
County Clerk



STATE OF UTAH )  
 ) :SS.  
COUNTY OF TOOELE )


On the 8 day of November, 2021, Tom Tripp personally appeared before me who being by me duly sworn, did say that he is the Chair of the Tooele County Council, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Tom Tripp acknowledged to me that the County executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Tooele County



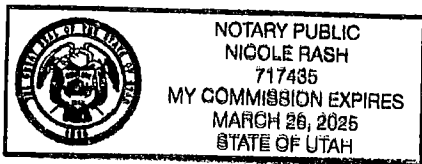
**MASTER DEVELOPER:**


OQUIRRH POINT DEVELOPMENT LLC,  
a Utah limited liability company

By:   
Name: Joseph Colosimo  
Its: Authorized Representative

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

On 4 the day of November, 2021, Joseph Colosimo, personally appeared before me as the authorized representative of OQUIRRH POINT DEVELOPMENT LLC, a Utah limited liability company, who acknowledged that he/she, being duly authorized, did execute the foregoing instrument on behalf of OQUIRRH POINT DEVELOPMENT LLC, a Utah limited liability company.



  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

**Exhibit A****Legal Description of Property**

[ATTACH OVERALL BOUNDARY DESCRIPTION OF ENTIRE PROPERTY]

05-050-0-0010

BEG AT NE COR OF SE1/4 OF NW1/4 OF SEC 34, T2S, R4W, SLB&M, TH S 1287 FT, W 58 FT, N 147 FT, W 100 FT, S 147 FT, W 1030 FT, TH N 627 FT, TH W 132 FT, N 660 FT, TH E 1320 FT TO BEG ---SUB R/W OF INGRESS AND REGRESS OVER AND ACROSS SD PPTY AS DESC IN THAT CERTAIN WD AS REC IN BK 249 AT PG 44 AS ENTRY NO 005088 OF OFFICIAL RECDS ---EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN ROADS. 36.97 AC

05-050-0-0018

BEG 33 FT S & 361.5 FT W OF CENTER SEC 34, T2S, R4W, SLM, ON S LI CO RD, S 361.5 FT, E 361.5 FT, S 925.5 FT, W 1320 FT, N 1287 FT, E 958.5 FT TO BEG, CONT 36 AC 36.00 AC

05-050-0-0033

S 1/2 OF SW 1/4, SEC 34, T2S, R4W, SLB&M ---EX 1.00 AC IN RD ---LESS 2.96 AC TO UDOT #220557 THRU #220559 932/84-89 (STATE HWY 36 R/W) (BALANCE OF 5-50-15 AFTER PT TO UDOT FOR 2005 YEAR.) 76.04 AC

03-007-0-0039

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 131.05 FT FROM THE NW COR OF SD SEC 3, SD PT BEING ON THE E R/W LI OF STATE ROAD 36; AND RUN TH N 89°40'40" E 248.45 FT; S 00°24'08" E 452.18 FT S 89°40'10" W 248.52 FT TO SD E R/W LI; TH N 00°23'39" W ALG SD E R/W LI 452.54 FT TO THE POB. (BALANCE OF 3-7-26 FOR 2008 YR) 2.58 AC---LESS 0.144 AC TO TOOELE COUNTY(#346109). BALANCE OF 3-7-28 AFTER 3-7-29 FOR 2011 YEAR. 2.436 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-29, 3-7-32 AND ROAD FOR 2014 YEAR. 3.138 AC

03-007-0-0038

BEG AT A PT WHICH LIES S 00° 24'08" E ALG THE W LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DIST OF 670.59 FT AND N 89°40'40" E 379.50 FT FROM THE NW COR OF SD SEC 3, AND RUN TH N 89°40'40" E 660.00 FT S 00°24'08" E 454.54 FT S 89°40'10"

W 660.00 FT N 00°24'08" W 454.54 FT TO THE POB. OUT OF 3-7-16 FOR 2008 YEAR. 6.87 AC---LESS 0.192 AC TO TOOELE COUNTY.(#346109). BALANCE OF 3-7-27 AFTER 3-7-29 FOR 2011 YEAR. 6.688 AC---TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-31, 3-7-29 AND ROAD FOR 2014 YEAR. 8.236 AC

03-007-0-0037

BEG AT A PT WH LIES N 89°40'40" E ALG THE N LI OF THE NW 1/4 OF SEC 3, T3S, R4W, SLB&M, A DISTANCE OF 1,039.50 FT FR THE NW COR OF SD SEC 3; AND RUN TH N 89°40'40" E ALG SD N LI, A DISTANCE OF 1,601.75 FT TO THE N 1/4 COR OF SD SEC 3; TH S 00°24'21" E ALG THE E LI OF SD NW 1/4 OF SEC 3, A DISTANCE OF 1124.89 FT; TH S 89°40'10" W, A DISTANCE OF 1,602.28 FT; TH N 00°24'08" W, A DISTANCE OF 1,125.13 FT TO THE POB. OUT OF 3-7-19 FOR 2008 YEAR 41.25 AC---LESS 0.013 AC TO TOOELE COUNTY(#346109) . BALANCE OF 3-7-25 AFTER 3-7-29 FOR 2011 YEAR. 41.237 AC-----TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362). OUT OF 3-7-29, 3-7-30 AND ROAD FOR 2014 YEAR. 44.97 AC

03-007-0-0036

THE N 1/2 OF THE NE 1/4 OF SEC 3, T3S, R4W, SLB&M ---LESS AND EXCEPTING THE 12.24 ACRE PARCEL DESCRIBED IN BK 232, PG 610-669 AND BK 776, PG 730 AS RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.---LESS 12.16 AC TO TOOELE COUNTY FOR ROAD/TRAIL (278669). OUT OF 3-7-9 FOR 2008 YEAR.-----TOGETHER WITH THE ADJACENT PORTION OF THE NORTH 100 FEET IN THE EASTERNMOST PORTION OF THE CORRIDOR FROM DROUBAY ROAD TO SR-36. (ORDINANCE 2013-14 ENTRY # 389362) OUT OF 3-7-24 AND ROAD FOR 2014 YEAR. 62.22 AC

03-007-0-0020

BEG AT A PT WH LIES S 00°24'21" E ALG THE W LI OF THE NE 1/4 OF SEC 3, T3S, R4W, SLB&M, A DISTANCE OF 606.66 FT FR THE N 1/4 COR OF SD SEC 3; AND RUN TH N 81°55'26" E, A DISTANCE OF 2,665.11 FT; TH S 00°24'31" E, A DISTANCE OF 201.80 FT; TH S 81°55'26" W, A DISTANCE OF 2,665.12 FT TO SD W LI; TH N 00°24'21" W ALG SD W LI, A DISTANCE OF 201.81 FT TO THE POB. (OUT OF 3-7-12 FOR 2005 YEAR.) 12.24 AC

03-007-0-00R1

THE SOUTH 100 FEET OF THE FOLLOWING DESCRIPTION: BEG AT A POINT WHICH LIES S 00°24'31" E, ALONG THE EAST LINE OF SECTION 3, T3S, R4W, SLB&M, A DISTANCE OF 1124.43 FT FROM THE NE CORNER OF SAID SEC 3, THENCE CONTINUING ALONG SAID SECTION LINE S 00°24'31" E, A DISTANCE OF 200.00 FEET; THENCE S 89°40'05" W, A DISTANCE OF 2641.31 FEET; THENCE S 89°40'10" W, A DISTANCE OF 2641.33 FT TO THE WEST LINE OF THE NW 1/4 OF SAID SEC 3; THENCE ALONG SAID W LINE N 00°24'08" W, A DISTANCE OF 200.00 FEET; THENCE N 89°40'10" E, A DISTANCE OF 2641.32 FEET; THENCE N 89°40'05" E, A DISTANCE OF 2641.30 FEET TO THE EAST LINE OF THE NE 1/4 OF SD SEC 3, AND THE POB. ----- EXCEPTING THEREFROM THAT PORTION LYING WITHIN STATE HIGHWAY 36 ON THE WEST. ----- LESS AND EXCEPTING 03-007-0-0033 (0.324 AC) FIRST TIME OF RECORD 2016. 11.64

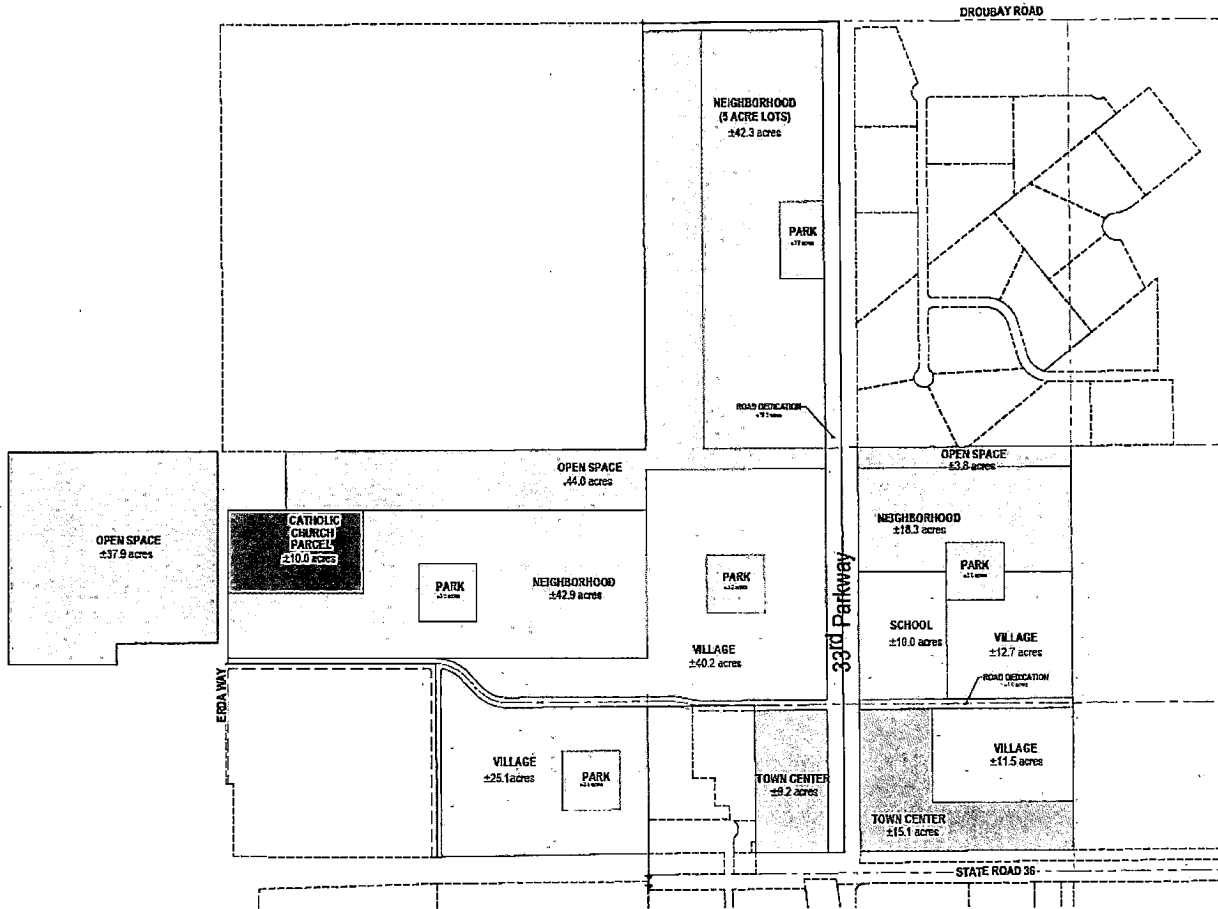
03-007-0-0035

S 1/2 OF NW 1/4 SEC 3, T3S, R4W, SLB&M ---EX 1 1/2 AC STATE RD. ---LESS 2.24 AC TO UDOT (219836 929/246). BALANCE DESC OF 3-7-5 FOR 2005 YEAR. 76.26 AC --- LESS 0.001 AC TO TOOELE COUNTY (#346111). BALANCE OF 3-7-13 AFTER 3-7-34 FOR 2011 YEAR. 76.259 AC

### Exhibit B

### Master Plan

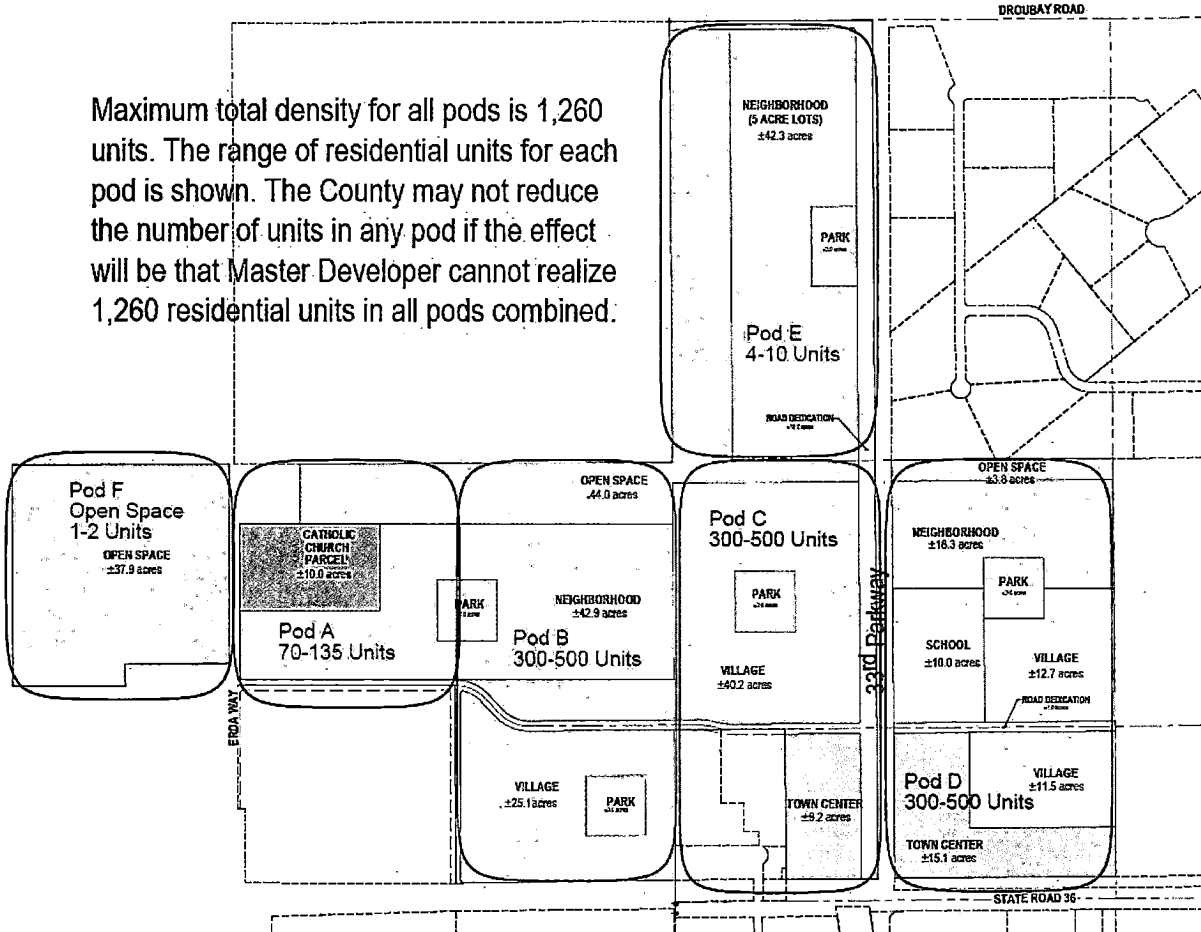
**Note: The portion of the Property directly south of Droubay Farms (parcel id: 0505000005) and between Droubay Farms and 33<sup>rd</sup> Parkway will either be (1) open space, or (2) five acre or bigger residential lots (meaning that Master Developer could do all open space, or all five-acre lots, or a combination of open space and 5-acre lots that do not necessarily need to comply with configuration shown below).**



## Exhibit C

### The Pod Plan

Maximum total density for all pods is 1,260 units. The range of residential units for each pod is shown. The County may not reduce the number of units in any pod if the effect will be that Master Developer cannot realize 1,260 residential units in all pods combined.



**Exhibit D**

**The Vested Laws**

**(Note: This Exhibit does NOT constitute a complete list of all applicable Vested Laws.)**



**CHAPTER 31  
PLANNED COMMUNITY ZONE (P-C)**

**Section**

- 31-1 Definitions.**
- 31-2 Purpose.**
- 31-3 Land use districts.**
- 31-4 P-C zone area – minimum requirements.**
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- 31-12 Development standards.**
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**31-1. Definitions.**

Whenever used in this chapter:

- (1) "County" means Tooele County Planning Staff, Tooele County Planning Commission, or Tooele County Commission.
- (2) "Commission" means the Tooele County Commission.
- (3) "Commission Chair" means the chairperson of the Tooele county Commission, or appointed designee.
- (4) "Director" means the Community Development Director of Community Development, or appointed agent designated by the director.
- (5) "Planning Commission" means the Tooele County Planning Commission.
- (6) "Planning Director" means the Director of Planning and Zoning.
- (7) "Planning and Zoning" means the Planning and Zoning Department of the Office of Community Development.
- (8) "Sites" refers to individual lots/parcels within a Planned Community development.
- (9) "Staff" means employees providing land use planning to the unincorporated areas of Tooele County.
- (10) "Tooele County" means the unincorporated areas of Tooele County.
- (11) "Tooele County Land Use Ordinance" means the zoning ordinance for the unincorporated areas of Tooele County. (Ord. 2018-07, 6/19/18)

**31-2. Purpose.**

(1) The purpose of the Planned Community (P-C) Zone is to provide a regulatory tool which allows large properties in Tooele County to be developed in accordance with a specific plan designed to achieve the following purposes:

- (a) To promote and protect the public health, safety, and welfare;
- (b) To implement the objectives and policies of the general plan;
- (c) To safeguard and enhance environmental amenities and the quality of development;
- (d) To attain the physical, social, and economic advantages resulting from comprehensive and orderly planned use of land resources;
- (e) To lessen congestion and assure convenience of access;
- (f) To secure safety from fire, flood, and other dangers;
- (g) To provide for adequate light, air, sunlight, and open space;
- (h) To promote and encourage conservation of scarce resources;
- (i) To prevent overcrowding of land and undue concentration of population;
- (j) To facilitate the creation of a convenient, attractive, and harmonious community with a desirable living and working environment with unique identity and character;
- (k) To attain a desirable balance of residential and employment opportunities;
- (l) To promote a pedestrian friendly environment that encourages transit and bicycle use;
- (m) To expedite the provision of adequate and essential public services;
- (n) To facilitate development within Tooele County in accordance with the general plan by promoting high quality, innovative and creative development that includes a mixture of uses, heights and setbacks, varying densities and lot sizes and sufficient diversity of housing types to meet the full life cycle of housing needs of Tooele County residents, a harmonious variety of industrial and commercial uses, a high level of amenities, and preservation of open space;

(c) To promote more economical and efficient use of the land; and,

(p) To provide a process for initiation, review, and regulation of large-scale comprehensively planned communities that affords the maximum flexibility to the developer within the context of an overall development program and specific, phased development plans coordinated with the provision of necessary public services and facilities.

(2) This chapter establishes an approval and entitlement process to promote inventive and efficient land use patterns that would otherwise be difficult under typical zoning ordinances. Districts within a P-C Zone may include neighborhoods, villages, town centers, business, research, technology or educational campuses, and open space with convenient pedestrian access among residential, commercial, office, retail, and recreational areas. Individual structures within those districts may contain mixed uses. Permitted densities and intensity of land use in villages and town centers may be higher than those permitted in neighborhoods. (Ord. 2018-07, 6/19/18)

### **31-3. Land use districts.**

Each P-C Zone shall establish land uses and development patterns, densities, and standards unique to that zone. Upon approval, through the process set forth in this chapter, the established land uses and development patterns and densities shall be established pursuant to the P-C Zone Plan and one or more development agreements. The P-C Zone may consist of any number or combination of the following land use districts that shall be identified in the Community Structure Plan as provided in this chapter. Planning Staff will ensure that an appropriate mixture of land use districts are provided in the proposed Planned Community prior to allowing the application to proceed through the approval process. Specific land uses proposed in the P-C Zone may only be established in conformance with provisions of this chapter.

(1) Neighborhood: This category is designed for comparatively low density mixed use development that emphasizes residential (single and multi-family) use, but also includes office, commercial, public/semi-public, and recreation/open space uses. This category may accommodate gross residential densities between three (3) to six (6) units per acre. A gross residential density allowing eight (8) units per acre may be accommodated, if the preserved

land is allocated as additional open space or common areas within and/or immediately adjacent to the specific area utilizing the increased density.

(2) Village: This category is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, public/semipublic, and recreation/open space uses, without a predetermined emphasis on any single use. This category may accommodate gross residential densities between seven (7) and twenty (20) units per acre. A gross residential density allowing twenty-five (25) units per acre may be accommodated, if the preserved land is allocated as additional open space or common areas within and/or immediately adjacent to the specific area utilizing the increased density (beyond the required percentages defined in section 31-12 (A) of this chapter).

(3) Town Center: This category is designed for high density mixed use development that emphasizes office, commercial and recreational uses, but also includes residential (single and multi-family), public/semi-public, and open space uses. Town center gross residential densities may be approved to exceed 20 units per acre, as deemed appropriate by the County, and may require additional allocations for open space, common areas, and/or recreational amenities within and/or immediately adjacent to the specific area utilizing the increased density.

(4) Business, Research, Technology or Educational Campus: This category is designed to accommodate a campus dedicated to a mixture of business uses: office, commercial, industrial, technological, recreational, and public/semi-public uses; or to an educational institution, including classrooms, laboratories, offices, housing, educational facilities of all types and other related uses.

(5) Open Space: Landscaped area, natural area or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space may also be provided within the other land use districts as well, which may include open space and common areas as defined in section 31-12 (A) of this chapter. (Ord. 2018-07, 6/19/18)

### **31-4. P-C zone area – minimum requirements.**

Each P-C Zone shall contain a minimum of 150 acres, located in unincorporated Tooele County as depicted on the Tooele County Land Use Map on file with Planning and Zoning. If the

P-C Zone contains multiple owners, the owners may, if necessary to reach the 150-acre threshold, or if such owners otherwise desire, combine their properties for planning and development purposes. (Ord. 2018-07, 6/19/18)

**31-5. Permitted uses.**

(1) The following uses may be conducted in all areas within a P-C Zone containing between 150 and less than 400 acres:

- (a) Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;
- (b) Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses as permitted;
- (c) Mix of permitted uses (including office/commercial, office/residential, retail/residential) within individual structures;
- (d) Home-Occupation Permits following the provisions of the Tooele County Land Use Ordinance;
- (e) Health-care facilities;
- (f) Public facilities, such as schools, libraries, and civic buildings;
- (g) Common areas, such as plazas, playgrounds, and trails
- (h) Churches;
- (i) Day-care facilities;
- (j) Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas; and
- (k) Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses.

(2) The following uses may be conducted in all areas within a P-C Zone of more than 400 acres:

- (a) Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums;
- (b) Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses as permitted;
- (c) Mix of permitted uses (including office/commercial, office/residential,

retail/residential) within individual structures;

- (d) Home-Occupation Permits following the provisions of the Tooele County Land Use Ordinance.
- (e) Health-care facilities;
- (f) Public facilities, such as schools, libraries, and civic buildings;
- (g) Common areas, such as plazas, playgrounds, and trails
- (h) Churches;
- (i) Day-care facilities;
- (j) Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas;
- (k) Industrial and manufacturing uses in harmony with existing and proposed development; and
- (l) Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses. (Ord. 2018-07, 6/19/18)

**31-6. Conditional uses.**

(1) The approved P-C Zone Plan or Community Structure Plan (CSP) may include provisions for specific land uses identified as conditional uses within a given district, which may include uses listed under section 31-3 or additional uses. The addition of conditional uses in the approved P-C Zone Plan shall require the approval of the Tooele County Commission, which approval may be established by development agreement. Conditional uses, if any, are subject to review and approval as set forth in Chapter 7 of this Title. Design standards for conditional uses shall be included with the applicable Project Specific Standards.

(2) Within a P-C Zone Plan or Community Structure Plan of properties containing 150 acres, but less than 400 acres, industrial and manufacturing uses may be allowed as conditional uses, subject to planning commission and council approval. (Ord. 2018-07, 6/19/18)

**31-7. Planning and approval process for P-C zone.**

Development within the P-C Zone will require the following plans to be prepared and submitted for approval in accordance with this chapter: P-C Zone Plan, CSP, and Project Plans and/or subdivision and condominium plat approval as applicable. The planning and approval process and approving bodies are summarized in the following table:

APPROVAL STEP	SCALE (AREA COVERED BY APPLICATION)	WHAT IS DESCRIBED IN PLAN	APPROVAL LEVEL
<b>P-C Zone and Plan</b>	Total land area to be rezoned P-C.	Land area to be rezoned with land use table outlining proposed permitted and conditional uses (if applicable), number of residential units, square feet of nonresidential development, and a preliminary outline of the proposed locations for land use districts.	Planning Commission and County Commission
<b>Community Structure Plan</b>	Any portion of project that has a common street system, open space system or other infrastructure system.	Major systems for the larger development such as major roadways, infrastructure, open space networks, general location of villages, towns, neighborhoods and business and research parkways.	Staff, Planning Commission and County Commission
<b>Project Plan/Subdivision Plat</b>	Multiple phases of development. May, but is not required to include, master subdivision approval followed by phased subdivision plats.	Show major development parcel locations, open space system, and major infrastructure associated with roadways. Final plats indicate lot layouts and development regulations.	Planning Commission
<b>Site Plan Approval</b>	Individual sites within the development.	Final site development requirements.	Staff

(Ord. 2018-07, 6/19/18)

**31-8. P-C zone plan.**

(1) At the time of application for rezoning, a P-C Zone Plan shall be submitted to the Planning Commission for review and recommendation to the Commission. Following recommendation by the Planning Commission, a P-C Zone Plan shall be submitted for review and approval by the Commission. A proposed development agreement shall be submitted for approval by the Commission in connection with each P-C Zone Plan. The approved P-C Zone Plan and development agreement shall implement and govern development within the applicable P-C Zone but may be amended through standard rezoning procedures or through procedures outlined in the development agreement and shall contain the following information:

- (a) Name of planned community;
- (b) Names, addresses, and phone numbers of applicant and property owners;

(c) P-C Zone parcel location, legal/boundary description, acreage, scale, and north arrow;

(d) A land use table showing the proposed permitted and conditional uses (if applicable), number of dwelling units, height limits, and the total acreage of open space in the P-C Zone and areas (in square footage or acreage) of the various non-residential land uses proposed in the P-C Zone;

(e) General descriptions and locations of existing and proposed major infrastructure, including water, sanitary sewer, storm drainage, parks/open space/trails, and street improvements, together with service adequacy analyses for each of these (including the necessity of system improvements within or adjacent to the subject property, if applicable) to justify the dwelling units, open space, and non-

residential square footage proposed in the land use table mentioned above;

(f) Existing waterways, major utilities, easements and flood boundary;

(g) Adjacent parcels, owners, and uses;

(h) Topography and significant features on or adjacent to the property; and

(i) Other information deemed necessary by the Director.

(2) Subject to conditions or limitations agreed to in the development agreement, the development agreement based on the approved P-C Zone Plan shall confer a vested right to proceed with the development process established in this chapter for the property included within the applicable P-C Zone Plan, including the number of dwelling units and the square footage of nonresidential uses reflected in the approved P-C Zone Plan. Upon approval, the P-C Zone Plan shall constitute an amendment to the Tooele County General Plan for the area covered by the P-C Zone Plan. (Ord. 2018-07, 6/19/18)

**31-9. Community structure plan (CSP).**

(1) Following approval of the P-C Zone Plan, a Community Structure Plan (CSP), together with a development agreement that codifies that plan, shall be submitted to the Director for review and approval by the planning commission. The CSP shall contain a contiguous area within the P-C Zone that includes one or more of the following land use districts: neighborhood, village, town center, business, research, technology, educational campus, and open space. A CSP shall show the following:

(a) Name of planned community;

(b) Names, addresses, and phone numbers of applicant and property owners;

(c) CSP location, legal/boundary description, acreage, scale, and north arrow;

(d) Proposed land use districts (neighborhoods, villages, business and research parks, and/or town centers) boundaries, and acreage; a table showing the number of dwelling units, open space acreage, and acreage of the various non-residential land uses;

(e) A master circulation system plan, including a street network (which may include areas for off street parking, as appropriate), pedestrian circulation, bicycle and trail system plans (including possible equestrian trails), identification of street

alignments and right-of-way widths, illustrative cross sections which accommodate and specify vehicular, pedestrian, and bicycle use in the right-of-way. Pedestrian and bicycle trail systems shall connect the land use districts, schools and open space areas and provide linkages to other trail systems in existing or future areas of the P-C Zone and adjacent facilities within the adjacent municipal jurisdictions of Tooele County. A traffic study may be a required component of the master circulation system plan, as deemed necessary by the County.

(f) Existing and proposed waterways and water bodies, major utilities and easements, flood boundary, and flood control facilities;

(g) Adjacent parcels, their owners, and their uses;

(h) Topography and significant features on or adjacent to the property;

(i) Documentation of the ability to connect to an existing water system, or the creation of a new water system, as well as any associated water rights, shares, usage etc.

(j) Documentation of the ability to connect to an existing sewage system, or the creation of a new sewer system. Septic Systems are not allowed in the P-C Zone.

(k) Open space plan providing general description and locations of major open space;

(l) Standards that govern the design and maintenance of major public infrastructure improvements (including without limitation: sidewalks, parking requirements (including landscaping, and defining the required number of stalls based on land use districts) street lighting, paving, street furniture, etc.) and general building placement (setbacks), massing, and design criteria (CSP Design Standards); and

(m) Other information deemed necessary by the Director.

(2) The Planning Commission shall have the discretion to disapprove a CSP only on the basis of:

(a) the failure of the proposed CSP to include all of the elements required in this section;

(b) the failure of the proposed master circulation system identified in the CSP within and surrounding the P-C Zone to

adequately serve the communities within the P-C Zone;

(c) the failure of the proposed major infrastructure identified in the CSP within and surrounding the P-C Zone to provide adequate service to the communities within the P-C Zone; or

(d) the inclusion of uses in the CSP not permitted or conditionally permitted under this Chapter. In approving a CSP, the planning commission may impose the following reasonable conditions of approval to mitigate reasonably anticipated detrimental impacts:

(i) The proposed use and site development plan shall not present a serious traffic hazard due to poor site design or to anticipate traffic increases on the nearby road system which exceed the amounts called for under the county transportation master plan.

(ii) The proposed use and site development plan shall not pose a serious threat to the safety of persons who will work on, reside on, or visit the property nor pose a serious threat to the safety of residents or properties in the vicinity by failure to adequately address the following issues: fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands. (Ord. 2018-07, 6/19/18)

### **31-10. Project plan/subdivision plat.**

Upon approval of a CSP, a Project Plan shall be submitted for review, together with a development agreement that outlines Project Specific Standards establishing in substantial detail the character and nature of the design of public and private improvements within the area covered by the applicable Project Plan (Project Specific Standards) for the applicable portion of the P-C Zone covered by the Project Plan. The purpose of the Project Plan is to allow for the creation and approval of a fully-integrated development plan for a specifically identified portion of the applicable P-C Zone. A Project Plan may include vertical and horizontal mixtures of uses on one or more proposed lots, parcels or units located within the boundaries of the proposed Project Plan. Therefore, the Project Plan may identify a combination of proposed subdivisions, condominium projects, and/or site

plans, one or more of which may be submitted concurrently for review and approval with the Project Plan. The Project Plan, and each Subdivision Plat or Condominium Project submitted in connection therewith or in furtherance thereof, shall be reviewed and approved by the County staff prior to submittal of the Project Plan and associated development agreement to the Planning Commission for approval. Subdivision Plats (preliminary and final) shall be submitted and approved pursuant to the process and in accordance with the requirements set forth in Title 13, "Subdivisions," of the Tooele County Land Use Ordinance, and other applicable sections of the code. Application and approval of a preliminary or final subdivision plat may occur before submission of a Project Plan provided Project Specific Standards are submitted and approved contemporaneously with such subdivision plat application and approvals; and provided, further, that the Project Specific Standards and subdivision plat will ultimately be incorporated into an approved Project Plan and associated development agreement. The preliminary and final plats shall conform to the applicable CSP Standards as well as all applicable Project Specific Standards, including any supplemental Project Specific Standards proposed and approved in connection with the applicable final plat. (Ord. 2018-07, 6/19/18)

### **31-11. Site plan review.**

Site plans may be reviewed concurrently with a Project Plan or Subdivision Plat. Any proposed commercial, office, industrial, multi-family residential, open space, parks, or institutional developments and alterations to existing developments shall be located on legal lots of record created by metes and bounds conveyance with the approval of the Staff or pursuant to subdivision or condominium plats and shall meet the site plan review requirements outlined by Staff. All Tooele County ordinances and requirements (which may include additional site-specific studies or reports, as necessary) shall be met in preparing site plan applications and in designing and constructing the development. Where applicable, building permits may not be obtained nor shall any site work be performed prior to site plan approval. (Ord. 2018-07, 6/19/18)

### **31-12. Development standards.**

(1) **Open Space and Common Areas.** Open Space includes parks, trails, natural areas, wildlife refuges, nature preserves, community gardens or farmland, which is established to

provide recreational use and preserve recreational, agricultural, native vegetation, or other similar uses in the P-C Zone as approved by the Planning Commission. Common areas include landscaped areas (which may include landscaping around schools, colleges, and other civic buildings, as deemed appropriate by the County), athletic fields, gathering places such as plazas, commons, exterior courtyards, public recreational facilities, landscaped medians or park strips that exceed Tooele County standards, but do not include areas contained within a typical public street cross section. The applicable CSP Standards and Project Specific Standards shall govern the use and character of the open spaces and common areas. Each P-C Zone shall contain a minimum of 25 percent of the gross acreage in a combination of common areas and open space, of which 15% of the gross acreage shall be open space. These areas shall be designated in the applicable Project Plan and separately identified on any applicable final plat of subdivision or site plan. Open Space recorded as a lot or lots in subdivisions or as common area in condominium plats and shall be maintained with open space or conservation easements or such other arrangement as is approved by the Planning Commission in connection with Project Plan or subdivision or condominium approval.

(2) **Yard requirements.** Yard requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of this Chapter. The following minimum requirements shall apply in the P-C Zone.

(a) Minimum yard areas shall be measured from the front, side and rear lines of lots, condominium private ownership yard areas (where building footprint is not recorded) or from accesses, driveways, or streets (where no property lines or private ownership yard areas exist).

(b) Buildings may not be located within a public right of way or utility easement.

(3) **Fencing, screening, clear vision.** Fencing, screening and clear vision requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of this Chapter. The following requirements shall apply in the P-C Zone.

(a) All mechanical equipment, antennas, loading and utility areas, and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the

associated buildings as more specifically set forth in the applicable Project Specific Standards.

(b) Fences and landscape materials, except for mature trees which are pruned at least 7 feet above the ground, shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.

(4) **Architectural standards.** Architectural requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of this Chapter. The following architectural standards and requirements shall apply in the P-C Zone:

(a) Architectural design of buildings and building materials shall be established in the Project Specific Standards.

(b) All building materials shall be high quality, durable, and low maintenance.

(c) The applicable Project Specific Standards shall address exterior relief of buildings, design of all sides of buildings, and architectural compatibility of buildings.

(5) **Landscaping requirements.** Landscaping requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of this Chapter. The following landscaping requirements shall apply in the P-C Zone.

(a) The applicable Project Specific Standards shall address the landscaping and proper maintenance of required front, side, and rear yards of lots and private ownership areas in the P-C Zone.

(b) All areas of lots and parcels in the P-C Zone not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained. Designated open space shall remain in a natural condition, cultivated or landscaped, and properly maintained in accordance with the Project Specific Standards.

(c) All park strips and public right-of-way areas in the P-C Zone shall be landscaped and properly irrigated and maintained by the applicable property owners in the P-C Zone unless otherwise approved by the Commission. All park strip areas shall be installed by the developer and properly maintained by the applicable owners in the P-C Zone. A plan for funding

of on-going maintenance of street landscaping by the property owners shall be presented for approval by Staff at the time of site plan approval.

(6) **Lighting.** Lighting requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of this Chapter.

(7) **Environmental Design.** To promote innovative stormwater management with an emphasis on the usage of practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat, Tooele County encourages the incorporation of Low-Impact Development (LID), as appropriate.

(8) **Other requirements.** The following requirements shall apply in the P-C Zone.

(a) All developments shall be graded according to Tooele County's engineering and building requirements to provide adequate drainage, and shall include necessary observations and reports performed by a licensed professional (with applicable fees paid for by the applicant or developer) to verify adequate grading and drainage as built. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.

(b) The applicable owners shall properly maintain all private areas of individual lots or parcels.

(c) The specific requirements of section 31-11 shall be governed by the Project Specific Standards established pursuant to the requirements of this Chapter and may be modified as the Commission deems appropriate pursuant to the terms of the applicable Project development agreement.

(d) All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to Tooele County or accepted for ownership or maintenance by Tooele County shall be perpetually maintained by the applicable owners or their agents through a special taxing district (existing or new), owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the Commission. Improvements for which Tooele County agrees to accept

maintenance responsibility shall be reviewed by the applicable Tooele County service provider for compliance with adopted standards prior to approval. (Ord. 2018-07, 6/19/18)

### **31-13. Development agreement.**

In conjunction with the approval of a P-C Zone Plan, CSP, and Project Plan, the developer and Tooele County shall enter into one or more development agreements reflecting all conditions of approval and terms of the applicable P-C Zone Plan, CSP, and Project Plan, and such other matters as Tooele County and the developer may agree. The commission chair signs all development agreements. The commission need only approve the development agreement associated with the P-C Zone Plan. Development Agreements entered into with respect to a CSP or Project Plan do not require approval of the commission unless the approved CSP or Project Plan, together with the approved CSP Design Standards or Project Specific Standards, are inconsistent with the conditions and requirements set forth in this title. Without regard to future amendments, additions or changes to the Tooele County Land Use Ordinance, Tooele County may agree, in such Development Agreements, that the developer may advance development applications for projects within the applicable P-C Zone pursuant to the planning and approval processes set forth in this chapter, or such other process as is specifically agreed upon pursuant to a development agreement approved by the commission. Such development agreements may further identify a process for approving amendments to an approved P-C Zone Plan, CSP, Project Plan or Subdivision Plat, which shall be approved by the commission to the extent such a process differs from Tooele County Land Use Ordinance. Any entitlement granted to the developer under the terms of a Development Agreement shall be subject to amendments, changes, or additions to this chapter if the commission finds that failure to so amend, change, or add to the chapter would constitute a compelling countervailing public interest. (Ord. 2018-07, 6/19/18)



**Exhibit D**

**Memorandum of Understanding 10-08-04**

TOOELE COUNTY CORPORATION  
CONTRACT # 10-08-04

Ent: 346128 - Pg 1 of 44  
Date: 8/26/2010 1:59 PM  
Fee: \$0.00 NO CHARGE  
Filed By: KL  
CALLEEN B PESHELL, Recorder  
Tooele County Corporation  
TAY HARWOOD

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and among the following property owners: (i) Home Credit Corporation, a Utah corporation ("HCC"), as owner of Tooele County APN: 2-141-28; (ii) Cimmarron Investments, LLC, a Utah limited liability company ("Cimmarron"), as owner of Tooele County APN: 9-23R-29; (iii) John K. Giles and Randee T. Giles, joint tenants (collectively "Giles"), as owner of Tooele County APN: 9-23R-16; (iv) Lincoln Investments #3, LLC, a Utah limited liability company ("Lincoln #3"), as owner of Tooele County APN: 3-7-13; (v) Lincoln Investments #8, LLC, a Utah limited liability company ("Lincoln #8"), as owner of Tooele County APN: 5-50-18 (vi), Lincoln Investments #9, LLC, a Utah limited liability company ("Lincoln #9"), as owner of Tooele County APN: 5-50-33; (vii) BRK & H, LLC, a Utah limited liability company ("BRKH"), as owner of Tooele County APN's: 3-7-20, 3-7-24, 3-7-25, 3-7-27, & 3-7-28; and (viii) Tooele County, a political subdivision of the State of Utah, located at 47 South Main Street, Tooele, Utah 84074 (hereinafter, the "County").

HCC, Cimmarron, Giles, Lincoln #3, Lincoln #8, Lincoln #9 and BRKH are collectively referred to herein as the "Property Owners." The legal descriptions of the Property Owners' properties are attached hereto collectively as Exhibit "A," and this MOU shall be recorded against all such properties.

The Property Owners and the County are collectively referred to herein as the "Parties."

REASONS FOR MEMORANDUM OF UNDERSTANDING

1. The Parties desire to realign the intersection at 3400 North and SR-36 in Tooele County, State of Utah, and to make the necessary land conveyances to accomplish the same.
2. The boundary lines of the properties adjacent to the proposed realigned intersection must be adjusted to accomplish the realignment of the intersection.
3. The Property Owners and the County will make the necessary property trades and/or dedications, consistent with this MOU, in order to accomplish the realignment of the intersection, in accordance with the drawings from Ward Engineering attached hereto collectively as Exhibit "B."
4. The Parties desire to realign the intersection and take such other actions as may be necessary to implement the Cooperative Corridor Preservation Agreement dated September 23, 2008, between UDOT and the County, in accordance with the terms of this MOU.

AGREEMENT

In exchange for the mutual covenants and obligations set forth herein, and other valid consideration, the Parties covenant and agree as follows:

Ent: 346128 - Pg 2 of 44

1. The Property Owners and their assignees/successors in interest shall not be responsible for any of the costs to develop or improve the "Parkway" (which is defined as the new east-west corridor over the Railroad right of way at approximately 3400 North) or the intersection at the Parkway and SR-36, including future traffic signals, acceleration and deceleration lanes, and other related improvements.
2. The County will be responsible for building and paying for the design and construction of all road improvements inside of the Parkway from SR-36 to the west side of the proposed frontage road between Lots 15 and 16 of the Lakeview Ranchettes. This road will need to be built when the frontage road, either to the north or the south, is built.
3. Cimmarron and Giles, or their assignees, will be responsible for building and paying for the frontage road from the existing Cimmarron Way to the Parkway. The frontage road will be built as per the attached drawings, and shall align with the frontage road on the south side of the Parkway.
4. HCC or its assignees will be responsible for building and paying for the frontage road from HCC's property to the Parkway. This frontage road shall align with the frontage road on the north side of the Parkway.
5. The intersection at the frontage road (described in paragraphs 3 and 4 above) and the Parkway shall be a "full-access intersection," meaning traffic can enter and exit the adjacent properties from all directions.
6. The County, Cimmarron and Giles will jointly request that the Parkway and traded property on the north side of the Parkway be disconnected from Tooele City. The County, Cimmarron and Giles shall be responsible for any and all costs incurred in connection with seeking and obtaining approval for the disconnection from Tooele City.
7. The County, Cimmarron and Giles will work with UDOT to obtain an entrance and exit on the east end of the intersection of Cimmarron Way and SR-36. The County, Cimmarron and Giles shall be responsible for any and all costs incurred in connection with obtaining approval for said entrance and exit, and for the design and construction of the improvements necessary for the entrance and exit.
8. Except for the costs incurred to fulfill its obligations regarding the frontage road under paragraph 4 of the MOU, HCC shall not be responsible for any other costs, expenses or liabilities relating to or arising out of this MOU, including, without limitation, the costs or expenses of designing and constructing the improvements described in this MOU.
9. Each person who executes this MOU represents and warrants to the other Parties that he/she is duly authorized to execute this MOU on behalf of the indicated entity, and that said person/entity is the lawful owner of the parcel(s) of property identified in the opening paragraph of this MOU.

Ent: 346128 - Pg 3 of 44

10. This MOU is a binding and enforceable agreement, binding on the Parties and their assignees and successors in interest. This MOU shall run with the land, and be binding on all future owners of the parcels of real property described in Exhibit "A" hereto. This MOU supersedes all prior agreements and understandings relating to the subject matter hereof.

11. In the event of any litigation regarding the interpretation or enforcement of this MOU, the prevailing party shall be awarded its reasonable attorney fees and court costs, to be paid by the non-prevailing party(ies).

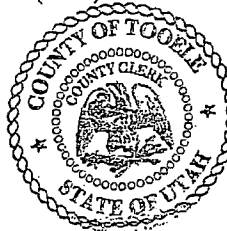
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 3rd day of August, 2010.

1. TOOELE COUNTY

Colleen Johnson  
COLLEEN JOHNSON, CHAIRMAN  
TOOELE COUNTY COMMISSION

ATTEST:

Marilyn Gillette  
MARILYN GILLETTE, CLERK  
(SEAL)



2. HOME CREDIT CORPORATION

Don C. Ballard  
NAME: Don C. Ballard  
TITLE: Vice President

3. CIMMARRON INVESTMENTS, LLC


Jesse Lassby  
NAME: Jesse Lassby  
TITLE: Managing Member

4. GILES


John K. Giles / Randee T. Giles  
NAME: John K. Giles / Randee T. Giles  
TITLE:

Ent: 346128 - Pg 4 of 44

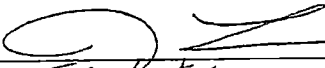
5. LINCOLN INVESTMENTS #3, LLC

  
NAME: Jesse Lassiter  
TITLE: Managing Member

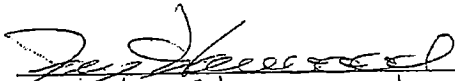
6. LINCOLN INVESTMENTS #8, LLC

  
NAME: Jesse Lassiter  
TITLE: Managing Member

7. LINCOLN INVESTMENTS #9, LLC

  
NAME: Jesse Lassiter  
TITLE: Managing Member

8. BRK & H, LLC

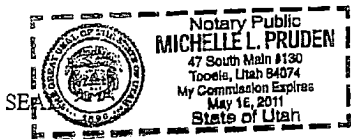
  
NAME: Joe Haddock  
TITLE: Managing Member

(NOTARY VERIFICATIONS ON FOLLOWING PAGES)

Ent: 346128 - Pg 5 of 44

1. STATE OF UTAH )  
 )  
COUNTY OF Tooele ) :ss.

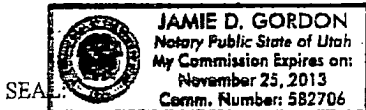
On this 3 day of August, 2010, personally appeared before me Colleen Johnson who duly acknowledged to me that he/she executed this MOU as the Commission chairman of Tooele County.



Michelle L. Pruden  
NOTARY PUBLIC

2. STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) :ss.

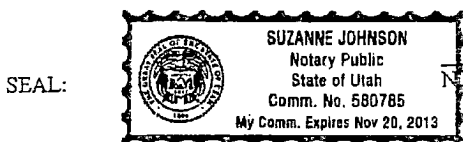
On this 26<sup>th</sup> day of Aug, 2010, personally appeared before me Don C. Ballard who duly acknowledged to me that he/she executed this MOU as the Vice President of Home Credit Corporation.



Don C. Ballard  
NOTARY PUBLIC

③ STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) :ss.

On this 10 day of August, 2010, personally appeared before me Jesse Lassley who duly acknowledged to me that he/she executed this MOU as the Managing Member of Cimarron Investments, LLC.



Suzanne Johnson  
NOTARY PUBLIC

Ent: 346128 - Pg 6 of 44

4. STATE OF UTAH )  
 :SS.  
 COUNTY OF Jooke )

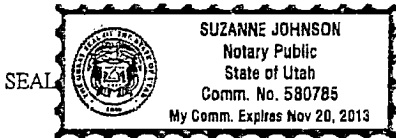
On this 20th day of August, 2010, personally appeared before me John K. Giles, who duly  
 acknowledged to me that he/she executed this MOU. & Randee T. Miles



Marta Johnson  
NOTARY PUBLIC

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

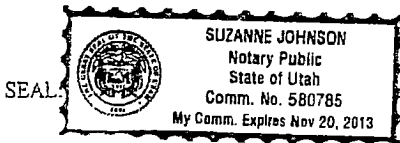
On this 10 day of August, 2010, personally appeared before me Jesse Lassley,  
 who duly acknowledged to me that he/she executed this MOU as the Managing Member of  
 Lincoln Investments #3, LLC; Lincoln Investments #8, LLC; and Lincoln Investments #9, LLC.



Suzanne Johnson  
NOTARY PUBLIC

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

On this 10 day of August, 2010, personally appeared before me Jay Harwood,  
 who duly acknowledged to me that he/she executed this MOU as the Managing Member of  
 BRK & H, LLC.



Suzanne Johnson  
NOTARY PUBLIC

**Exhibit E**

**Real Estate Purchase and Exchange Agreement 06-12-09**



TOOELE COUNTY CORPORATION  
CONTRACT # 06-12-09

REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT  
BRK&H AND TOOELE COUNTY

THIS AGREEMENT ("Agreement") is made as of December 12, 2006, by and between BRK&H, whose address is 1515 West 2200 South, Suite C, Salt Lake City, Utah 84119, and TOOELE COUNTY, a body politic and corporate of the State of Utah, whose address is 47 South Main, Tooele, Utah 84074 (hereinafter referred to as "County").

WHEREAS, this Agreement is entered into for the purpose of reducing to writing certain agreements of the parties;

NOW, THEREFORE, in consideration of the mutual promises and representations made hereunder, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. PROPERTY EXCHANGE: County hereby agrees to trade BRK&H Lot #101, Lot #114, and Lot #115 of the Deseret Peak Commercial PUD, located on Colonel Road in Tooele County, Utah, totaling 25.641 acres, in exchange for a 200-foot wide railroad corridor containing 24.258 acres owned by BRK&H which runs from SR36 to Droubay Road in Tooele County, Utah, to be dedicated to Tooele County for a right-of-way, described as:

Beginning at a point which lies South 00°24'31" East, along the East line of Section 3, Township 3 South, Range 4 West, Salt Lake base and Meridian, a distance of 1124.43 feet from the Northeast corner of said Section 3, thence continuing along said section line South 00°24'31" East, a distance of 200.00 feet; thence South 89°40'05" West, a distance of 2,641.31 feet; thence South 89°40'10" West, a distance of 2641.33 feet to the West line of the Northwest Quarter of said Section 3; thence along said West line North 00°24'08" West, a distance of 200.00 feet; thence North 89°40'10" East, a distance of 2641.32 feet; thence North 89°40'05" East, a distance of 2,641.30 feet to the East line of the Northeast Quarter of said Section 3, and the point of beginning. Excepting there from that portion lying within State Highway No. 36 on the West. Contains 1,056,525 square feet or 24.254 acres.

The parties acknowledge that such properties are of the same value.

2. OPTION TO BUY:

a. County hereby grants BRK&H a first option to buy Lot #102 of the Desert Peak Commercial PUD from County at the appraised value of Eleven Thousand Six Hundred and Sixty-Eight Dollars (\$11,668) per acre, totaling Sixty-Three Thousand Seven Hundred and Fifty-Four Dollars (\$63,754).

b. County hereby grants BRK&H a first option to buy 3.66 acres of property (Parcel #5-38-19), known as the old C&O Landfill located on Bates Canyon Road, from County for a total of Five Thousand Dollars (\$5,000.00), for which County will issue a Quit-Claim Deed.

c. County hereby grants BRK&H a first option to buy surplus property located in Lake Point (a portion of Parcel #4-65-17), formerly owned by Union Pacific Railroad Company, from County for Nine Thousand Five Hundred Dollars (\$9,500) per acre. This property will be surveyed and defined at BRK&H's expense.

d. All such options shall be exercised by December 31, 2007, at which time the options shall be extinguished.

3. PAYMENT OPTIONS: BRK&H may purchase the properties described in Section 2 above with cash and/or by performing work for County, as described below, to receive credit towards the payment.

a. BRK&H may install three-strand, barbed-wire fencing from Rogers Road to Sheep Lane along the County's MidValley Trail by January 1, 2007, receiving credit of One Dollar and Forty-Five Cents (\$1.45) per lineal foot, up to Forty-Nine Thousand Dollars (\$49,000). Any such installation work shall be performed under the direction of the County Engineering Department.

b. BRK&H may install up to 3,500 feet of lodgepole fencing around the five-acre trail head in Tooele City and at the Rogers Road and Sheep Lane termini, receiving credit of Ten Dollars (\$10.00) per lineal foot, up to Thirty-Five Thousand Dollars (\$35,000). Any such installation shall be performed under the direction of the County Engineering Department and with Tooele City's approval regarding any property it owns. BRK&H has provided County with non-emergency rates for people and equipment which can be used on any work County desires.

4. OBLIGATIONS:

1. BRK&H shall pay its portion of all Deseret Peak Commercial PUD offsite improvements, including street, curb, gutter, water, sewer, and lighting, if any, on a per-acre rate. The County shall be responsible for all costs relating to the improvement of the intersection of Colonel Road and SR112.

2. BRK&H and County shall each pay half of the cost to build the road along the railroad corridor described in Section 1 from SR36 to Droubay Road in Tooele County, Utah as such costs are incurred. BRK&H and the owners of adjoining properties shall have access to this road throughout its development. County shall bear the costs and responsibility of developing any trail within such right-of-way.

5. TAXES: Each party shall pay its pro-rated share of real property taxes to/from the date of the deeds of transfer.

6. DEFAULT:

a. Definition. Neither party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations under this

Agreement, and then only if such party, prior to expiration of said thirty (30) day period has failed to rectify the particulars specified in the notice of default.

b. Remedies. In the event of a default hereunder, the non-defaulting party may, at its option:

(1) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the non-defaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(2) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(3) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting party.

7. MISCELLANEOUS:

a. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in the Third District Court in and for Tooele County, Utah.

b. Attorney's Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the losing party in any such action or proceeding shall pay the prevailing party its reasonable attorney's fees, including its attorney's fees on any appeal.

c. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States mail, postage prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

BRK&H: Jay Harwood  
1515 West 2200 South, Suite C  
Salt Lake City, Utah 84119

County: County Commission  
47 South Main Street  
Tooele, Utah 84074

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, or (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (1) the date of the attempted delivery or refusal to accept delivery, or (2) the date of the postmark on the return receipt, or (3) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

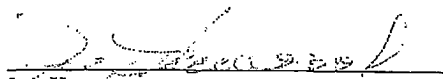
8. CAPTIONS AND HEADINGS: The captions and headings in this agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

9. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter

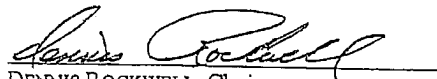
hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Any provisions hereof not enforceable under the State of Utah, shall not affect the validity of any other provisions hereof.

10. JOINT AND SEVERAL OBLIGATIONS: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

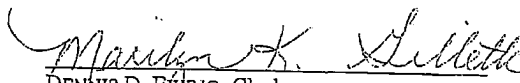
BRK&H:

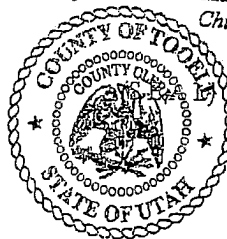
  
\_\_\_\_\_  
JAY HARWOOD

TOOELE COUNTY:

  
\_\_\_\_\_  
DENNIS ROCKWELL, Chairman


ATTEST:

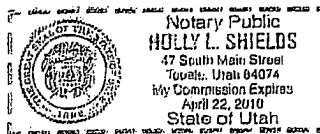
  
\_\_\_\_\_  
DENNIS D. EWING, Clerk  
Marilyn K. Gillette  
Chief Deputy Clerk.



STATE OF UTAH )  
 )  
COUNTY OF Tooele ) :ss.

On December 15, 2006, before me, the undersigned notary, personally appeared JAY HARWOOD, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that he has authority to so act on behalf of BRK&H.

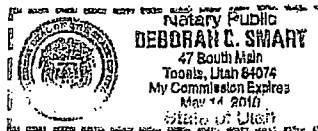
  
\_\_\_\_\_  
NOTARY PUBLIC

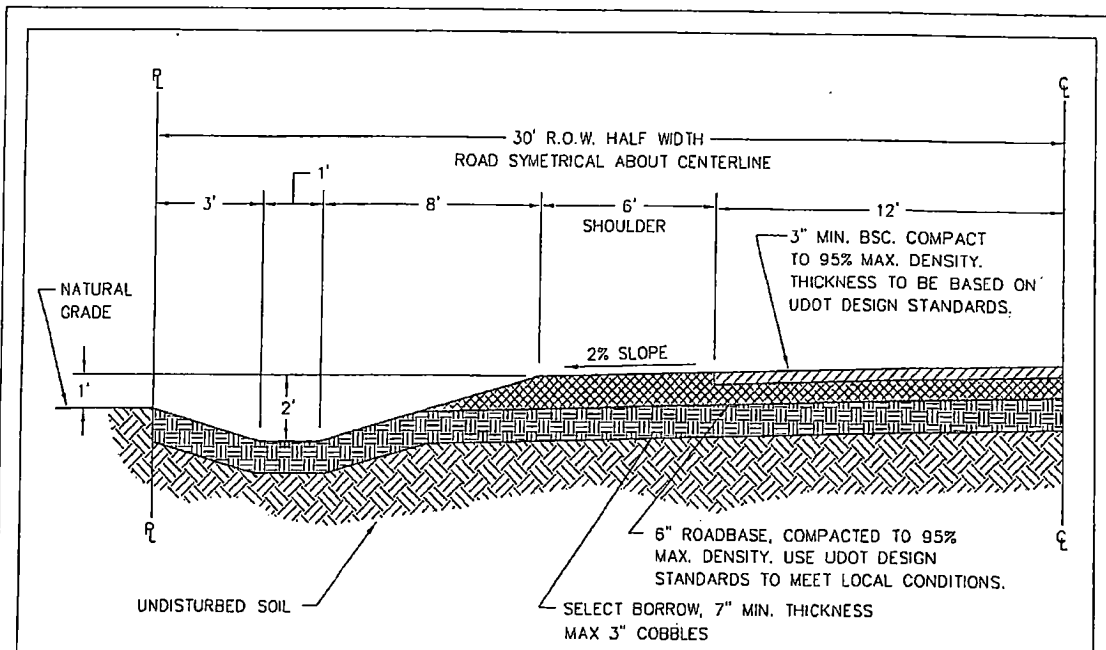


STATE OF UTAH )  
 :ss.  
COUNTY OF TOOELE )

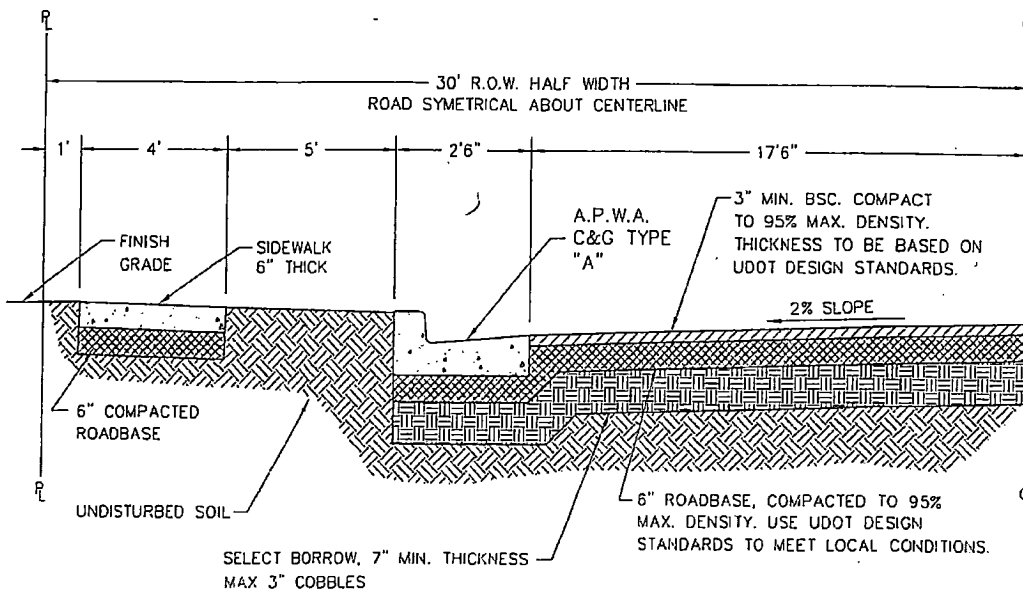
On December 12, 2006, personally appeared before me DENNIS ROCKWELL and DENNIS D. EWING who being by me duly sworn, did say each for himself, that he, DENNIS ROCKWELL, is chairman of the Tooele County Commission and he, DENNIS D. EWING, is the clerk of Tooele County, and that the within and foregoing instrument was signed in behalf of Tooele County by authority of its Commission, and that DENNIS ROCKWELL and DENNIS D. EWING, each duly acknowledged to me that Tooele County executed the same.

*Deborah C. Smart*  
NOTARY PUBLIC





STREETS WITHOUT CURB, GUTTER, & SIDEWALK



STREETS WITH CURB, GUTTER, & SIDEWALK

<p>ROAD DETAILS LOCAL ACCESS ROADS</p>	<p>TOOELE COUNTY ENGINEERING</p>	
	<p>/s/ J. RAYMOND JOHNSON Approval</p>	<p>9/11/01 Date</p>



AFFIDAVIT

PERMIT NO. \_\_\_\_\_

**PROPERTY OWNER**

STATE OF UTAH )  
 )s  
COUNTY OF TOOELE )

I (we) RBW Investments LLC  
being duly sworn, depose and say that I (~~we~~) am (~~are~~) the owner(s) of the property located as follows,  
05-050-0-0018 05-050-0-0033 03-007-0-0035, and further identified in the  
attached application and that the statements herein contained and the information provided in the attached plans  
and other exhibits are in all respects true and correct to the best of my (~~our~~) knowledge. I also acknowledge that  
I have received written instruction regarding the process for which I am applying and the Tooele County  
Department of Engineering staff have indicated they are available to assist me in making this application.

Dated this 15 day of OCTOBER, 20 21.

[Signature]  
\_\_\_\_\_  
(Property Owner)

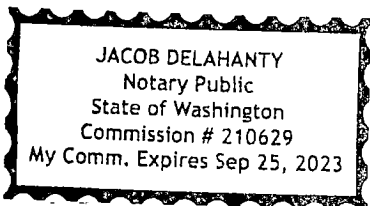
\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this 15 day of OCTOBER, 20 21, personally appeared before me:

Ralph Weber  
\_\_\_\_\_  
the signer(s) of the above who duly acknowledged to me that they executed the same.



[Signature]  
\_\_\_\_\_  
(Notary)

Residing in: ~~Tooele County, Utah~~ Edmonds, WI

My commission expires: 9/25/23

AFFIDAVIT

PERMIT NO. \_\_\_\_\_

**PROPERTY OWNER**

STATE OF UTAH )  
 )s  
COUNTY OF TOOELE )

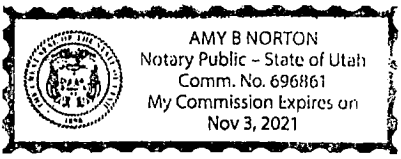
I (we) BRK & HELC  
being duly sworn, depose and say that I (we) am (are) the owner(s) of the property located as follows, 03-007-0-0037, 0038, 0039, 0036, 0020, 0036, and further identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instruction regarding the process for which I am applying and the Tooele County Department of Engineering staff have indicated they are available to assist me in making this application.

Dated this 25<sup>th</sup> day of FEBRUARY, 20 21.

BRK & HELC \_\_\_\_\_ (Property Owner)  
BR [Signature] \_\_\_\_\_ (Property Owner)  
[Signature] \_\_\_\_\_ (Property Owner)

Dated this 25<sup>th</sup> day of February, 20 21, personally appeared before me:

\_\_\_\_\_ the signer(s) of the above who duly acknowledged to me that they executed the same.



Amy B Norton \_\_\_\_\_ (Notary)  
Residing in: Salt Lake \_\_\_\_\_  
Tooele County, Utah  
My commission expires: 11/3/2021