

**WHEN RECORDED, RETURN TO:**

**Brett Coombs, Esq.**  
**Grantsville City Attorney**  
**429 East Main Street**  
**Grantsville City, Utah 84029**

**GRANTSVILLE CITY**  
**MASTER DEVELOPMENT AGREEMENT**  
**FOR**  
**NORTHSTAR RANCH**  
**A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the 1 day of ~~December~~ 2021, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Northstar Ranch, LLC, a Utah limited liability company. (“**Master Developer**”).

**RECITALS**

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1 below.

B. This Agreement is executed in accordance with the Memorandum of Understanding, attached hereto as **Exhibit A.**, which identifies the areas and densities requirements approved by the City for the Planned Community and the *Future Land Use Map City Center* adopted January 15, 2020.

C. The City provided proper notice and conducted meetings and hearings, pursuant to LUDMA and GLUDMC to approve the Memorandum of Understanding and the *Future Land Use Map City Center* adopted January 15, 2020.

D. The Parties desire that this Agreement shall identify those rights and responsibilities of the Master Developer and the City.

E. The City desires that the Master Developer provide certain infrastructure and community benefits, which the Master Developer will provide in consideration of approval by the City of the terms of this Agreement.

F. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered pursuant to the terms of Utah Code Ann. §10-9a-101 (2005) *et seq.* This Agreement conforms with the intent of the City’s General Plan.

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

### **Definitions**

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

1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addendums.

1.2. **Applicant** means a person or entity submitting a Development Application for a portion of the Planned Community.

1.3. **Building Permit** means a permit issued by the City to allow the construction or alteration of a building, structure, private or public infrastructure within the City's jurisdiction.

1.4. **Buildout** means the completion of all Subdivisions permitted within the Planned Community in accordance with this Agreement.

1.5. **City** means Grantsville City, a political subdivision of the State of Utah.

1.6. **City's Future Laws** means the Zoning, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Subdivision, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.7. **Council** means the elected City Council of the City.

1.8. **Default** means a material breach of this Agreement as specified herein.

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

1.10. **Development Application** means any application to the City for final approval of a Subdivision, including a subdivision plan, Final Plat, commercial site plan, Building Permit or any other permit, approval, certificate or other authorization from the City required for a Development within the Planned Community.

1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Planned Community.

1.12. **General Plan** means the General Plan of Grantsville City adopted pursuant to LUDMA and GLUDMC Chapter 3 Section 10.

1.13. **GLUDMC** means the Grantsville Land Use Development and Management Code.

1.14. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq.*

1.15. **Master Developer** means Northstar Ranch, LLC, a Utah limited liability corporation, and their successors, assignees, transferees, and related subsidiary entities as permitted by this Agreement.

1.16. **Master Plan Area** means a specified portion of the Planned Community, which shall be developed in logical sequence as determined by the Master Developer and the City as identified in the Master Plan.

1.17. **Master Plan** means the *Northstar Ranch Master Subdivision Plan* which was included as Exhibit B in the Memorandum of Understanding and provides for the general locations and the intended density applicable to Development within the Planned Community.

1.18. **Maximum Residential Units** means the development on the Property of two thousand four hundred and fifty-nine (2,459) Residential Dwelling Units,

1.19. **Memorandum of Understanding** means Grantsville City Resolution No. 2020-39 also known as *A Resolution Approving A Memorandum of Understanding Between Grantsville City and Northstar Ranch, LLC and Travis Taylor Concerning the Development of the Northstar Ranch Subdivision* executed on June 3<sup>rd</sup> 2020.

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

1.21. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.22. **Planned Community** means the master planned community, composed of multiple Subdivisions and any other development to be constructed on the Property pursuant to this Agreement.

1.23. **Preliminary Plat** means those plans which may be important for evaluating a proposed Subdivision for compliance with City Laws and may be submitted to the City for review and approval.

1.24. **Property** means the real property owned by the Master Developer, consisting of about one thousand two hundred twenty-nine and fifty-seven hundredths (1229.57) acres, including 62 acres of land located within Tooele County outside of the City limits, and more fully described in **Exhibit A**.

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

1.26. **Residential Dwelling Unit** means a structure or portion thereof, designed and intended for use as an attached or detached residence.

1.27. **Subdeveloper** means a person or entity who is acting to develop a portion of the Property, who is not the Master Developer.

1.28. **Subdivision** means a portion of the Property which is divided or proposed to be divided into two or more lots, units or other division of land for the purpose of sale or lease.

1.29. **Zoning** means the R-1-21 zoning and Northstar Planning Area overlay of the Property in effect as of the date of this Agreement.

## **2. Development of the Planned Community.**

2.1. **Planned Community Compliance.** The City has reviewed the applicable law, including GLUDMC, LUDMA and has determined that the Planned Community substantially complies with the provisions thereof. The City hereby finds that the Planned Community is consistent with the Zoning and the purpose and intent of the General Plan.

2.2. **Subdivision Compliance.** Development of a Subdivision within the Planned Community shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this Agreement), the Memorandum of Understanding and this Agreement. All Subdevelopers shall be bound by the terms of this Agreement.

2.3. **Maximum Residential Units.** At Buildout, Master Developer shall be entitled to have developed the Maximum Residential Units, with a gross density of two (2) units per acre of the type and in the general location as shown on the Master Plan. The amount of Residential Dwelling Units allowed within each Master Plan Area may vary up to five-percent (5%), so long as the Maximum Residential Units in the Planned Community is not exceeded.

2.4. **Non-Residential Units.** In addition to the Maximum Residential Units, Master Developer and the City may also permit the construction of buildings and structures for non-residential use, as may be necessary or desirable for the public benefit.

2.5. **Master Developers' Discretion.** This Agreement shall not obligate the Master Developer to construct the Planned Community or any Subdivision therein. The Master Developer shall have business discretion whether or not to construct a Development. However, once construction of a Development has begun in accordance with the Final Plat, the Master Developer or Subdeveloper shall be required to complete the

Development within the time required by LUDMA and GLUDMC, or a time as specified by the City prior to approval of a Development Application.

### 3. Vested Rights.

**3.1. Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grant to Master Developer all rights to develop the Planned Community in fulfillment of this Agreement, LUDMA, GLUDMC, and the Memorandum of Understanding except as specifically provided herein. The Parties specifically intend that this Agreement grant to Master Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

**3.2. Exceptions.** The vested rights and the restrictions on the applicability of the City’s Future Laws to the Subdivision as specified in Section 3.1 are subject to the following exceptions:

- (a) Master Developer Agreement. The City’s Future Laws or other regulations to which the Master Developer agrees in writing;
- (b) State and Federal Compliance. The City’s Future Laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Planned Community;
- (c) Codes. Any City’s Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- (d) Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,
- (e) Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
- (f) Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. § 11-36a-101 (2011) *et seq.*

- (g) **Planning and Zoning Modification.** Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law. However, changes to the planning principals and design standards subsequent to this Agreement shall not be construed to limit the Maximum Residential Units for the Planned Community.
- (h) **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 1, 2036. If, as of that date, Master Developer has not been declared to be currently in default pursuant to this Agreement, then this Agreement shall be automatically extended until January 1, 2041. If upon the expiration of the automatic extension, Master Developer has not been declared to be currently in default pursuant to this Agreement and there are unfinished Developments on the Property, the City has the option to extend this Agreement for a time reasonably necessary to complete such Developments, not to exceed ten (10) years. This Agreement shall also terminate automatically upon Buildout of all property within the Planned Community.

5. **Building Permits.** The City shall accept complete Building Permit applications for all buildings and structures identified in an approved Final Plat. The City shall issue all required Building Permits when emergency service access is provided and approved by the City, and adequate fire protection is in place as certified by the fire marshal. The City will promptly issue a certificate of occupancy for each building or structure that satisfies the City requirements to obtain a certificate of occupancy.

#### 6. **Planned Community and Subdivision Development**

6.1. **Preliminary Plats.** The Master Developer and/or Subdeveloper(s) shall prepare and submit to the City for its review, Preliminary Plats for each Subdivision. There shall be no limit on the number Preliminary Plats within the Property which may be submitted to the City for review. Preliminary plat approval shall be valid for an initial period of six months, and shall be extended for successive periods of six months until the Final Plat is approved so long as the Master and/or Subdeveloper has demonstrated substantial progress, subject to the limitations of **GLUDMC**.

6.2. **Combined Public Infrastructure.** It is intended that the Planned Community share Public Infrastructure and other items (including trails and utilities) between Subdivisions. Master Developer may provide design drawings for each Master Plan Area depicting the Public Infrastructure or any other items necessary for the Planned Community. Such drawings must be incorporated into the Final Plat for any Subdivision or Development in that Master Plan Area. Public Infrastructure requirements for each Subdivision shall be calculated based only on the Public Infrastructure identified on the Final Plat for that Subdivision.

**6.3. Setback Requirements.** Master Developer and Subdeveloper(s) shall be entitled to rely on the setback requirements based established by R-1-21 Zoning existing as of the time of this Agreement.

**6.4. Approval of Final Plats.** The Planned Community and each Master Planned Area may contain multiple Subdivisions. Pursuant to GLUDMC, Section 21.4.3 as Amended by Ordinance 2021-09, a Master Developer or Subdeveloper who submits a Development Application with more than fifty (50) lots shall be entitled to develop such Subdivision in phases of up to sixty (60) lots, after a written affirmation to the City detailing the number of lots and providing assurances that, within a two-year period, seventy percent (70%) of lots within that phase will be sold and all required improvements will be complete. The City hereby finds that it shall be for the public benefit that Master Developer and Subdeveloper(s) are permitted to construct Subdivisions in phases of greater than fifty (50) lots within the Planned Community. The permission to allow additional lots within a Subdivision phase is justified by the need to (a) support the completion of necessary infrastructure across the Planned Community (b) maintain continuous employment of subcontractors in the area, (c) serve the growing population and housing demand, (d) prevent inflation of housing prices based on limited supply, and (e) increase economic activity and sales tax revenue in the Grantsville area.

## **7. Public Infrastructure.**

**7.1. Construction of Public Infrastructure.** The Master Developer or Subdeveloper responsible for each Subdivision, shall construct and install all Public Infrastructure lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements and must be approved by the City.

**7.2. Responsibility Before Acceptance.** The Master Developer or Subdeveloper who has commenced construction of any Public Infrastructure within the Planned Community shall be responsible for all Public Infrastructure within that Subdivision covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Master Developer.

**7.3. Warranty.** The Master Developer or Subdeveloper of each project shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee (Durability Testing Period). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not

comply with accepted standards, said condition shall, within a reasonable time, be corrected.

**7.4. Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure within a Subdivision shall be completed within a two (2) years following Final Plat approval, subject to the terms of the subdivision improvement agreement between the Master Developer or Subdeveloper and the City.

**7.5. Bonding.** In connection with any Development Application, Master Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq.* (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

**7.6. City Completion.** The Master Developer or Subdeveloper shall agree that in the event they do not: (a) complete all improvements on a Subdivision within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the Subdivision in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the Guarantor.

**7.7. Water Requirements.** It is unknown whether the system has sufficient capacity to serve the higher elevations or to supply adequate fire flow within the Planned Community. Master Developer therefore agrees to obtain water modelling for each area of the Planned Community served by Pressure Zone 3 or any other higher-pressure zone. Upon completion of any such area, the City may require that the Master Developer perform a fire flow test and provide it to the City to enable continued calibration of the model. The modelled results will be used to determine the extent of the service allowed under the new pipeline in accordance with recognized engineering standards, and applicable codes.

Further, the Master Developer and City agree and acknowledge that the density allowed under this Agreement will require additional water source(s) and storage for full development of the Planned Community within Pressure Zone 3. The City currently has insufficient water storage in water Pressure Zone 3 and higher. Development into water Pressure Zone 3 and higher will require new water source(s) and storage. New water



source(s) and storage may be connected to existing improvements to allow full development within Pressure Zone 3 or may be designed and constructed separately as determined by the City in its master infrastructure planning efforts. Master Developer agrees to participate in providing information for the development of the City's water infrastructure plans and agrees to build infrastructure serving the Planned Community in accordance with such plans.

**7.8. Culinary Water Infrastructure Improvements.** Up to 700 residential units served by the 12" line on Mormon Trail shall be permitted to be constructed within the Planned Community subject to the condition that, within thirty (30) days of the execution of this Agreement, Master Developer shall commence preparation for the construction and installation of a water tank for Pressure Zone 3, including, (1) locating and procuring necessary land and equipment, (2) drilling a test well or wells as needed to provide adequate source capacity, and (3) coordinate the transfer of necessary water rights to the City from the test well or wells (collectively the "Water Prerequisites"). Prior to approval of each Preliminary Plat, the Master Developer shall provide to the City a written update of the Water Prerequisites, included estimated timelines for completion of each Water Prerequisite. The Master Developer shall commence construction of the new well(s) and tank, including design and permitting, upon the written request of the City following one of the following triggering events:

(a) The Lake View Business Park (LBP) reaches 66% utilization of the constructed capacity after two years from the date of the execution of this Agreement; or

(b) 50% utilization of the Lake View Business Park (LBP) well and tank is reached within two years from the date of the execution of this Agreement; or

(c) there have been 500 building permits issued for residential units within the Planned Community that utilize the 12" water line on Mormon Trail; or

(d) Fire flow, pressure tests, or other modeling determine that new Subdivisions within the Planned Community, and other developments served by the same water pressure zone, will have low operating pressure or low fire flow that cannot be resolved with additional looping. In this case, no further Subdivisions or Subdivision phase within the Planned Community will be approved until the wells and water tanks described in this section are completed and operable.

## **8. Upsizing/Reimbursements to Master Developer.**

**8.1. Upsizing.** Except as otherwise described herein, the City shall not require "upsizing" of any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Subdivision) unless financial arrangements reasonably acceptable to Master Developer or Subdeveloper of that Subdivision are made to compensate the Master Developer or Subdeveloper for the incremental or additive costs of such upsizing to the extent required by law.

9. **Annexation.** Master Developer agrees to show public support and vote in favor of the annexation into the City of any portion of the Property outside of the City limits, which is also a part of the Planned Community. The Master Developer further agrees not to create any unreasonable hindrance to the annexation of such Property. Nothing in this Agreement shall obligate the City to annex Property into Grantsville City's boundaries.

10. **Default.**

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

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

- (a) **Specific Claim.** Specify the claimed event of Default;
- (b) **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and
- (c) **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than forty-five (45) days duration, if weather conditions permit.

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

- (a) **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- (b) **Security.** The right to draw on any security posted or provided in connection with the Subdivision and relating to remedying of the particular Default.

10.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

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

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

15. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

15.1. **Sale of Lots.** Master Developer's selling or conveying any Site within the Property shall not be deemed to be an assignment.

15.2. **Related Entity.** 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 in Section 165), Master Developer's entry into a joint venture for the development of the Subdivision or Master Developer's pledging of part or all of the Subdivision as security for financing shall also not be deemed to be an assignment. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

15.3. **Process for Assignment.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City shall not unreasonably withhold consent.

15.4. **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 not be released from any future obligations as to those obligations which are assigned but shall remain jointly and severally liable with assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by Master Developer.

15.5. **Complete Assignment.** Master Developer may request the written consent of the City of an assignment of Master Developer's complete interest in this Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill all obligations undertaken in this Agreement by Master Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Master Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

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

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

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor. The initial representative for Master Developer shall be Travis Taylor. 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 Agreement and the development of the Subdivision.

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

22. **Venue.** Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah.

23. **Entire Agreement.** This Agreement, and all Exhibits thereto, documents referenced herein, 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. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

25. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

26. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

27. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Property. This Agreement shall be deemed to run with the land.

28. **Priority.** This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

29. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2021-72 adopted by the City on 1st December, 2021.  
2021-72

*[Signatures and Authorizations to follow]*

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

MASTER DEVELOPER  
NORTHSTAR RANCH, LLC

By: STAN T. ROWLAN  
Its: MANAGER

GRANTSVILLE CITY

By: Jesse D. Wilson  
Its: Mayor City Manager

Approved as to form and legality:

[Signature]  
City Attorney

Attest:

[Signature]  
City Recorder

**CITY ACKNOWLEDGMENT**

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

On the 4<sup>th</sup> day of January, 2022 personally appeared before me Jesse Wilson <sup>City Manager</sup> who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same

Kerril L Anderson  
NOTARY PUBLIC

My Commission Expires: 3/18/2023

Residing at: Grantsville



**MASTER DEVELOPER ACKNOWLEDGMENT**

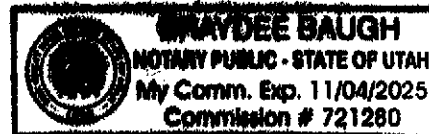
STATE OF UTAH )  
 ) :ss.  
COUNTY OF Towelee )

On the 17 day of December, 2021 personally appeared before me Stan Rowland, who being by me duly sworn, did say that he/she is the Representative of Northstar Ranch, LLC, a Utah limited liability company and is duly authorized by said company sign on its behalf.

Baugh  
NOTARY PUBLIC

My Commission Expires: 11/04/2025

Residing at: Towelee Co, UT



**TABLE OF EXHIBITS**

Exhibit "A"  
Exhibit "B"

Legal Description of Property  
Memorandum of Understanding

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



**EXHIBIT A**

Tax Parcel Numbers: 01-078-0-0017, 01-079-0-0003, 03-051-0-0007, 03-051-0-0008, 01-078-0-0020, 01-081-0-0006, 01-078-0-0019

**NEW PARCEL 1:**

PART OF SECTION 2 AND 3, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2, AND RUNNING THENCE N89°42'20"E 2,645.06 FEET ALONG THE NORTH LINE OF SAID SECTION 2 TO THE NORTH QUARTER CORNER OF SAID SECTION 2; THENCE N89°43'47"E 647.83 FEET; THENCE S44°53'25"W 941.19 FEET; THENCE S75°55'06"W 749.19 FEET; THENCE S12°20'35"W 576.82 FEET; THENCE S47°38'49"W 368.58 FEET; THENCE S26°02'39"W 772.77 FEET; THENCE S41°43'05"W 431.97 FEET; THENCE S51°05'40"W 378.41 FEET; THENCE S26°24'37"W 414.13 FEET; THENCE S42°03'46"W 1,154.58 FEET; THENCE S28°07'46"W 998.52 FEET; THENCE S65°01'39"W 698.37 FEET; THENCE S89°51'42"W 44.44 FEET; THENCE S89°51'42"W 534.40 FEET; THENCE N00°06'12"E 2,645.68 FEET; THENCE N89°47'52"E 2,046.00 FEET; THENCE N00°06'00"E 2,650.62 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 229.496 ACRES, OR 9,996,843 SQUARE FEET

**NEW PARCEL 3:**

PART OF SECTION 1,3 AND 11, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 11 AND RUNNING THENCE N00°18'23"E 2,649.92 FEET ALONG THE WEST LINE OF SECTION 11 TO THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE S89°51'42"W 1,467.16 FEET ALONG THE SOUTH LINE OF SAID SECTION 3; THENCE N65°01'39"E 698.37 FEET; THENCE N28°07'46"E 998.52 FEET; THENCE N42°03'46"E 1,154.58 FEET; THENCE N26°24'37"E 414.13 FEET; THENCE N51°05'40"E 378.41 FEET; THENCE N41°43'05"E 431.97 FEET; THENCE N26°02'39"E 772.77 FEET; THENCE N47°38'49"E 368.58 FEET; THENCE N12°20'35"E 576.82 FEET; THENCE N75°55'06"E 749.19 FEET; THENCE N44°53'25"E 941.19 FEET; THENCE N89°43'47"E 590.38 FEET; THENCE S00°16'05"E 214.09 FEET; THENCE S00°09'02"E 60.00 FEET; THENCE N89°50'58"E 314.11 FEET; THENCE S00°09'02"E 125.42 FEET; THENCE S18°17'42"W 234.58 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 540.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S19°43'30"W THENCE 135.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°20'50", WITH A CHORD BEARING AND DISTANCE OF S63°06'05"E 134.87 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 130.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°11'51", WITH A CHORD BEARING AND DISTANCE OF S54°49'44"E 130.32 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 323.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°26'47", WITH A CHORD BEARING AND DISTANCE OF S51°00'25"E 322.91 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 39.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF

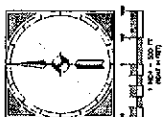
00°40'07", WITH A CHORD BEARING AND DISTANCE OF S47°56'59"E 39.65 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 466.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°52'23", WITH A CHORD BEARING AND DISTANCE OF S43°40'43"E 466.60 FEET; TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,398.29 FEET; THENCE 188.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°10'40", WITH A CHORD BEARING AND DISTANCE OF S38°09'12"E 188.46 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 572.61 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N52°49'23"E THENCE 186.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°36'47", WITH A CHORD BEARING AND DISTANCE OF S46°29'00"E 185.20 FEET; THENCE S13°17'33"W 25.89 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 13.00 FEET; THENCE 20.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF S58°17'33"W 18.38 FEET; THENCE S19°20'47"W 80.45 FEET; THENCE S76°42'27"E 249.52 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 865.00 FEET; THENCE 236.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°40'42", WITH A CHORD BEARING AND DISTANCE OF S84°32'48"E 235.96 FEET; THENCE S11°48'02"E 338.05 FEET; THENCE S61°37'49"W 1,717.94 FEET; THENCE S33°15'43"W 6,011.36 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION 11; THENCE S89°48'02"W 918.90 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 511.848 ACRES, OR 22,296,116 SQUARE FEET.

**PARCEL 4:**

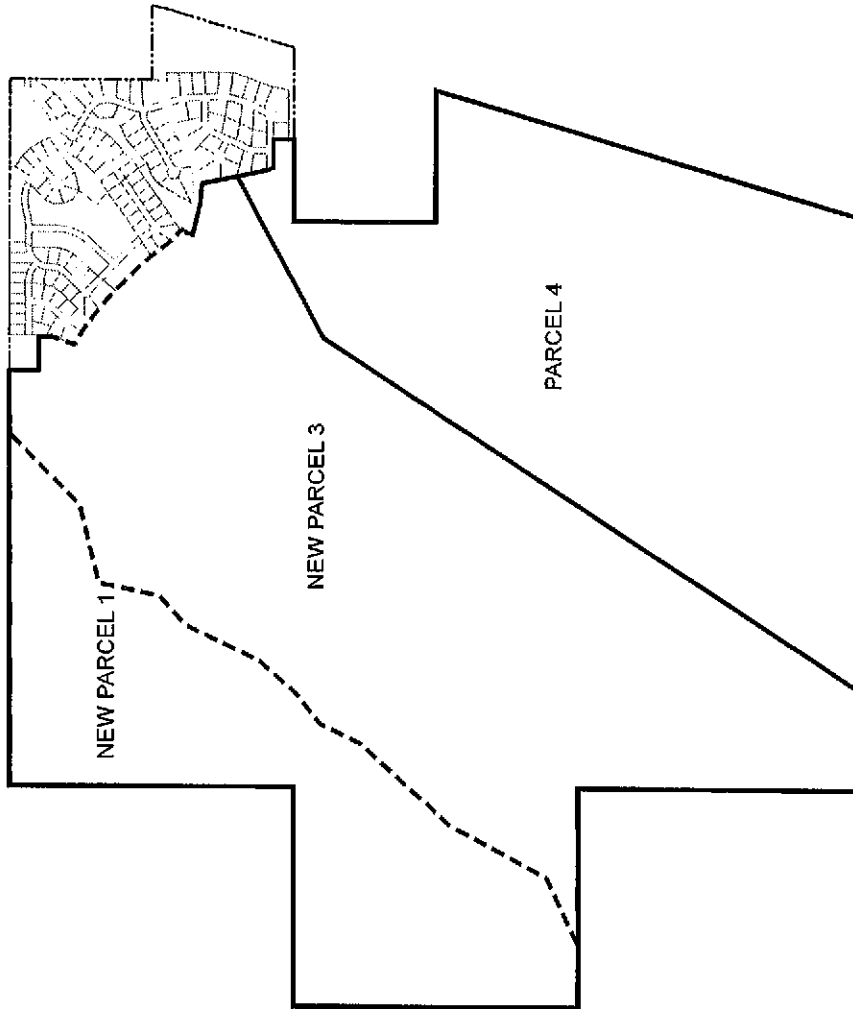
Part of Section 1, 2, 11 and 12, Township 3 South, Range 6 West, Salt Lake Base and Meridian more particularly described as follows: Beginning at the East Quarter corner of Section 11 and running thence South 89°48'02" West 4355.86 feet along the Quarter Section line of said Section 11; thence North 33°15'43" East 6011.36 feet; thence North 61°37'49" East 1717.94 feet; thence South 11°48'02" East 285.01 feet; thence South 21°15'02" East 64.37 feet; thence North 89°59'27" East 264.99 feet; thence South 00°00'33" East 189.88 feet to a point on the Quarter Section line of said Section 11; thence South 89°59'15" West 765.45 feet along said Quarter Section line to the West Quarter corner of said Section 11; thence South 00°05'59" West 1325.72 feet along the West line of said Section 1 to the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 1; thence North 89°55'40" East 1229.25 feet along the North line of said Southwest Quarter of the Southwest Quarter of Section 1 to a point on the Westerly right-of-way of the Mormon Trail Road; thence along said Westerly right-of-way of the Mormon Trail Road the following five (5) calls: 1) thence South 16°27'26" West 1402.30 feet; 2) thence South 16°32'47" West 681.84 feet; 3) thence South 16°46'44" West 959.31 feet; 4) thence South 16°22'09" West 802.26 feet; 5) thence South 15°55'20" West 299.03 feet to a point on the Quarter Section line of Section 12; 6) thence South 89°48'30" West 84.42 feet along said Quarter Section line to the point of beginning.

LESS AND EXCEPTING: Commencing at the Northeast Corner of Section 11, Township 3 South, Range 6 West Salt Lake Base and Meridian (Basis of Bearing being South 00°38'09" West 2647.387 feet between the Northeast Corner and the East Quarter of said Section 11) and running South 00°38'09" West along the East line of said Section 11 for 641.015 feet; thence North 89°21'51" West perpendicular to said Section Line for 305.770 feet to the point of beginning; thence South 46°59'53" West 982.560 feet; thence North 43°00'07" West for 665.000 feet; thence North 46°59'53" East 982.560 feet; thence South 43°00'07" East for 665.000 feet to the point of beginning.



**LEGEND**

- ADJUSTED PARCEL BOUNDARY
- EXISTING PARCEL BOUNDARY
- - - PROJECT BOUNDARY



**ADJUSTED PARCEL EXHIBIT**

PROJECT C19-021	DATE 02/10/2020	SCALE AS SHOWN
SHEET 2 OF 2	PROJECT NO. 19-00000000-0000	PROJECT NAME CITY OF CHICAGO
DRAWN BY [Name]	CHECKED BY [Name]	DATE 02/10/2020

**Exhibit "B"**  
**Memorandum of Understanding**

**GRANTSVILLE CITY  
RESOLUTION NO. 2020-39**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
GRANTSVILLE CITY AND NORTHSTAR RANCH, LLC AND TRAVIS TAYLOR  
CONCERNING THE DEVELOPMENT OF THE NORTHSTAR RANCH SUBDIVISION.**

**WHEREAS**, this Memorandum of Understanding (MOU) is entered into as of the effective date (as indicated by the latest signature below) by and between Grantsville City (the "City") and Northstar Ranch, LLC and Travis Taylor (collectively "Developer"); and

**WHEREAS**, Developer owns and seeks to development that certain real property located in Grantsville, City Utah, which property is located within the Northstar Planning Area; and

**WHEREAS**, Developer and the City Council have entered into this Memorandum of Understanding to memorialize the general understanding of the parties as it relates to the master plan for the Northstar Ranch Subdivision; and

**WHEREAS**, the City Council and Developer met in an open work meeting on March 17, 2020 and discussed the concept plan the future development of the Northstar Ranch Subdivision, the approved minutes from the work meeting are attached as "Exhibit A" and incorporated herein by reference; and

**WHEREAS**, Developer represented that the project comprises approximately 1,240 acres of real property and will be developed in such a way that the overall density of the project will not exceed 2.0 units per acre; and,

**WHEREAS**, Developer presented to the City Council the "Northstar Ranch Subdivision Master Plan" (the "Master Plan"), attached as "Exhibit B" and incorporated herein by this reference, which document shows the Northstar Ranch Subdivision being separated into six (6) areas, as well as potential arterial roads, potential trails, and current drainage swale corridors; and

**WHEREAS**, the City Council accepted the Master Plan as evidence of Developer's

Resolution 2020-39  
Page 2 of 3

intention to develop with an overall density no exceeding 2.0 units per acre; and

**WHEREAS**, the City Council and Developer agreed that the clustering of lots within individual development phases would be beneficial if such clustering allows for creative and beneficial development of open spaces within the Subdivision; and

**WHEREAS**, the City Council and Developer further agreed that the overall density of the project could not exceed 2.0 units per acre and the minimum lot size for phases 4-6 would not be lower than one-third (1/3) acre.

**WHEREAS**, the City Council hereby finds these actions are in the best interest of the public's health, safety, and general welfare.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Memorandum of Understanding.** The City Council hereby authorizes the Mayor to enter into this Memorandum of Understanding ("MOU").

**Section 2. Amendments.** This MOU may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date it is signed by all signatories.

**Section 3. Termination.** If any signatory to this MOU determines that its terms will not or cannot be carried out, the party shall immediately consult with the other part(ies) to attempt to develop an amendment to this MOU. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories.

**Section 4. Duration.** This MOU shall remain in effect for a period of ten (10) years after the date it takes effect, unless it is terminated prior to that time. If there are no objections from any signatory, the term of this MOU will be automatically extended for an additional ten

Resolution 2020-39  
Page 3 of 3

(10) years, so long as the signatories agree to an extension at least thirty (30) days prior to the termination date. If any party objects to extending this MOU, or proposes amendments, the parties should consult to consider amendments to avoid termination.

**Section 5. Severability Clause.** If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS  
3<sup>rd</sup> DAY OF JUNE, 2020.

BY ORDER OF THE  
GRANTSVILLE CITY COUNCIL

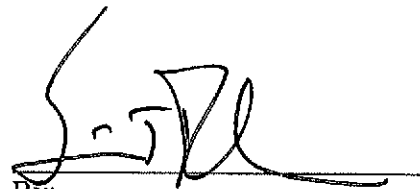
  
By Mayor Brent K. Marshall

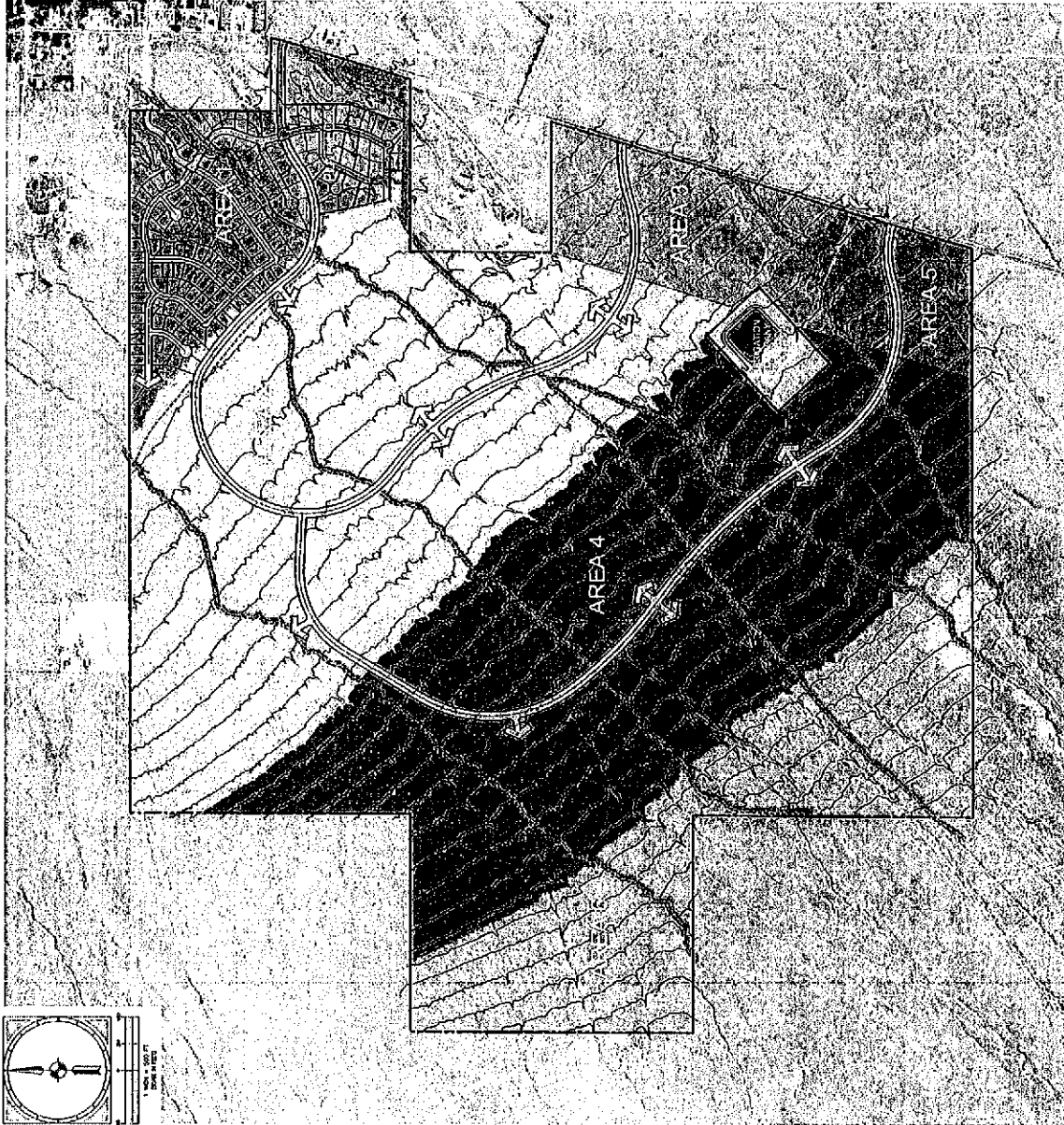
ATTEST

  
Christine Webb, City Recorder



NORTHSTAR RANCH, LLC

  
By:



# LEGEND

	AREA #1 TOTAL ACRES 116.46 ACRES DENSITY 0.79 UNITS/ACRE NUMBER OF UNITS 147 UNITS
	AREA #2 TOTAL ACRES 401.12 ACRES DENSITY 2.65 UNITS/ACRE NUMBER OF UNITS 1062 UNITS
	AREA #3 TOTAL ACRES 64.04 ACRES DENSITY 3.40 UNITS/ACRE NUMBER OF UNITS 217 UNITS
	AREA #4 TOTAL ACRES 418.18 ACRES DENSITY 1.72 UNITS/ACRE NUMBER OF UNITS 751 UNITS
	AREA #5 TOTAL ACRES 48.22 ACRES DENSITY 3.00 UNITS/ACRE NUMBER OF UNITS 138 UNITS
	AREA #6 TOTAL ACRES 183.46 ACRES DENSITY 0.89 UNITS/ACRE NUMBER OF UNITS 164 UNITS
	AREAS 1-6 TOTAL TOTAL ACRES 1,229.57 ACRES DENSITY 2.10 UNITS/ACRE NUMBER OF UNITS 2,498 UNITS

ARTERIAL ROADS

POTENTIAL TRAILS

DRAINAGE SWALE CORRIDORS



## NORTHSTAR RANCH SUBDIVISION MASTER PLAN

PROJECT: C19-031  
SHEET: 1 OF 1  
DATE: 08/10/10

Summit Engineering Group, Inc.  
10000 North Central Expressway, Suite 100  
Dallas, Texas 75243  
Tel: 972.382.1000  
Fax: 972.382.1001  
www.summiteng.com

PROJECT: C19-031  
SHEET: 1 OF 1  
DATE: 08/10/10

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