

RECORDING REQUESTED AND
WHEN RECORDED, RETURN TO:

EHD Investment, LLC
13 Pier Place
Stansbury Park, UT 84074
Attn: Joseph White

Affects Tooele County Tax Parcel Nos.:

01-422-0-0023;
01-422-0-0024;
01-422-0-0025;
01-422-0-0026;
01-401-0-0009;
01-401-0-0010;
01-401-0-0011; and
01-401-0-0012.

Cross Reference Tooele County Documents with Entry Nos:

563738;
582589;
582590;
610377; and
611670.

**AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR
OQUIRRH POINT
A MASTER-PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT
AGREEMENT (this "MDA") is made and entered as of this day of July, 2025, (the
"Effective Date") by and between Erda City, a Utah municipality (the "City") and EHD
Investments, LLC, a Utah limited liability company ("Master Developer").

RECITALS

A. In 2021, Tooele County, a political subdivision of the State of Utah (the "County") rezoned the property shown on Exhibit A (the "Property") as a Planned Community Zone as set forth in Tooele County Land Use Ordinance chapter 31 (respectively, the "PC Zone" and the "PC Zone Ordinance) as more fully specified in the "Master Plan" attached hereto as Exhibit B and the "Pod Plan" attached hereto as Exhibit C. The PC Zone Ordinance is attached hereto as Exhibit D.

B. Tooele County also entered into that certain MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY dated November 4, 2021 (the “**Original MDA**”) in satisfaction of one of the requirements of the PC Zone Ordinance. The Original MDA was recorded on January 3, 2022, as Entry # 563738.

C. On January 3, 2022, the Office of the Lieutenant Governor of the State of Utah issued a Certificate of Incorporation for the City, and as a result, all the real property covered by the Original Agreement was made a part of the City. Utah Code Ann. §10-9a-509(1)(d) provides that “[a] subsequent incorporation of a municipality or a petition that proposes the incorporation of a municipality does not affect a land use application approved by a county in accordance with Section 17-27a-508.¹”

D. On April 7, 2022, the City and Master Developer entered into that certain First Amendment to the Master Development Agreement (the “**First Amendment**”). The First Amendment was recorded on November 22, 2022, as Entry # 582589.

E. On August 31, 2022, the City and Master Developer entered into that certain Second Amendment to the Master Development Agreement (the “**Second Amendment**”). The Second Amendment was recorded on November 22, 2022, as Entry # 582590.

F. On September 12, 2024, the City and Master Developer entered into that certain Third Amendment to the Master Development Agreement (the “**Third Amendment**”). The Third Amendment was recorded on October 30, 2024, as Entry # 610377.

G. On November 14, 2024, Oquirrh Point Development, LLC assigned its rights as Master Declarant to EHD Investment, LLC via that certain Assignment and Assumption of Master Development Agreement that was approved by the City on December 2, 2024, via Erda City Resolution No. 24-14 (collectively, the “**Assignment Agreement**”). The Assignment Agreement was recorded on December 2, 2024, as Entry # 611670. The Original MDA, First Amendment, Second Amendment, Third Amendment, and the Assignment shall collectively be called the “**Vested Documents**”.

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

I. The Parties desire that the Property be developed in a unified and consistent fashion pursuant to this MDA and the Master Plan. The City and Master Developer are entering into this MDA to set out the Parties’ respective rights and obligations with respect to the development of the Property pursuant to state law and the City’s ordinances, guidelines, and policies.

J. Master Developer acknowledges that the City 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 City 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 PC 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.

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

L. 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 City's Land Use Ordinance and is for the benefit of the City, Master Developer, and the public.

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

N. The Parties acknowledge that the development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents. This MDA will, among other things, require orderly development of the Property as a master-planned community and increase sales tax and other revenues to the City based on improvements to be constructed on the Property.

O. Development of the Property pursuant to this MDA will also benefit the Master Developer by providing assurances that the Master Developer and its successors and assigns will be able to develop the Property in accordance with this MDA.

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

Q. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered pursuant to, Utah Code Ann. §10-9a-103.

R. This MDA is being adopted pursuant to Utah Code Ann. §10-9a-101 *et seq.*

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 City 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 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 Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-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 City 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 City to allow the 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. **City** means Erda City, a political subdivision of the State of Utah.

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

1.2.11. **City's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the City 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 together with the PC Zone Ordinance. If any portion of the PC Zone Ordinance conflicts with any portion of subsequent ordinances, policies, standards, procedures, and processing fee schedules of the City, then the PC Zone Ordinance shall control.

1.2.12. **City Parks** means those parks, open space areas, trails, and/or similar amenities shown as being owned by the City 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 City as provided therein.

1.2.13. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters in effect as of the date of this MDA together with the PC Zone Ordinance, excepting only those provisions of the City's Vested Laws that are specifically superseded by this MDA. If any portion of the PC Zone Ordinance conflicts with any portion of the City's ordinances, policies, standards, procedures, and processing fee schedules in effect as of the date of this MDA, then the PC Zone Ordinance shall control.

1.2.14. **Commercial Site Plan** means a plan submitted to the City 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 City's Land Use Ordinance as a conditional use.

1.2.15. **Council** means the Erda City Council.

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

1.2.17. **Denial** means a formal denial issued by the City's final decision-making body for a particular type of Development Application. It does not include review comments or "redlines" by City staff.

1.2.18. **Development Application** means an application or submittal to the City for the 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 City’s Land Use Ordinance), a subdivision, a commercial site plan, a building permit, or any other permit, certificate or other authorization required from the City for development of the Project.

1.2.19. **Development Report** means a report containing the information specified in Section 5.9 submitted to the City 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 Oquirrh Point Improvement District.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §10-9a-603 and approved by the City, effectuating a Subdivision of any portion of the Property.

1.2.22. **Homeowners’ Association(s) (or “HOA(s)”) means one or more residential homeowners’ associations or commercial owners’ associations, 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 City 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 EHD Investment, 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 that 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-City Agency** means a governmental or quasi-governmental entity other than the City with jurisdiction over approving any project development aspect.

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

1.2.33. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City 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 City and Master Developer and their respective successors or assigns.

1.2.36. **Phase** means developing a portion of a given Planning Area within the Project at a logical sequence determined by the 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 Erda City Planning Commission.

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 that are a condition of the approval of a Development

Application because they are necessary for the Project's development, such as local roads or utilities, and that are located on that portion of the Project that is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.41. **Required Park** means any City 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 City 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 City'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 infrastructure elements 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 City zoning map as amended from time to time.

1.2.53. **City's Land Use Ordinance** means City's Land Use Ordinance, adopted pursuant to the Act and in effect as of the date of this MDA as a part of the City's Vested Laws (or, if applicable, the City's Future Laws).

2. **Effect of this MDA.** The Vested Documents shall remain in effect and shall only be amended by this MDA so long as any appeal or referendum period is still in effect. Once all appeal periods and referendum periods have lapsed without an appeal or a referendum attempt or such appeals or referendum effort has been fully and finally defeated, then the Vested Documents will be terminated and of no further force nor effect, and this MDA will completely amend, restate and replace the Vested Documents. Notwithstanding the foregoing, various other developments, infrastructure, reimbursements, and agreements may be entered into by and among the Parties and others concerning the development of various phases, planning areas, or specific infrastructure developments throughout 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 processes 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 City's Land Use Ordinance but does include certain clarifications of the City's Land Use Ordinance agreed to by the Parties.

3. **Term.** The initial term of this MDA shall be until December 31, 2045. 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 the 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 City's Vested Laws (or the City's Future Laws to the extent applicable as otherwise specified in this MDA), this MDA, and its Exhibits. The City acknowledges that the Master Plan satisfies any and all requirements under the City's Land Use Ordinance for a PC 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 the buildout of the Property, the Master Developer shall be entitled to develop the Residential Dwelling Units and the other Intended Uses as specified in the Master Plan. Therefore, the City, in accordance with this paragraph and the Master Plan, hereby agrees that the 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, as set forth in the Master Plan.

5.2. **Moderate Income Housing.** The City is not currently required to provide a moderate-income housing element to its general plan as defined in Utah

Code Ann. §10-9a-103 and 403. The City intends to prepare a general plan in accordance with Utah Code Ann. §10-9a-403 that includes guidelines for a moderate-income housing element when required. The City desires to provide moderate-income housing in a manner that maximizes the public good. The Parties desire that the Project provide moderate-income housing.

5.3. Construction of Moderate Income Housing.

The Master Developer's obligation to construct moderate-income housing will commence upon the City's notice to the Master Developer that the City is required to provide a moderate-income element ("Triggering Event") to its general plan as defined in Utah Code Ann. § 10- 9a-103 and 403. A number equal to 10% of all Residential Dwelling Units (at least 126 units at full build-out) will be designated and made available as moderate income housing.

A Notice and Declaration of Deed Restriction will be recorded against the designated moderate-income housing lots. The Notice of Declaration of Deed Restriction shall indicate, among other things, that each lot must include a lease or sale to person(s) whose household gross income is less than 80% of the area median income for a household in Toole County and shall expire ten years after the Notice of Declaration of Deed Restrictions is recorded unless the Council authorizes an earlier expiration.

The moderate-income housing units will not be required to be built until the Triggering Event occurs, but after the Triggering Event, the moderate-income housing units shall be built at a rate shown in the following table, together with a catch-up rate equal to an addition of five percent (for a total of 15% of the Certificates of occupancy issued). This increased rate will continue until the minimum number of moderate-income units certificates of occupancy equals or exceeds ten percent of the total number of certificates of occupancy issued. Nothing in this section is intended to prohibit Master Developer from constructing the required moderate-income housing units faster than outlined herein.

The moderate-income units will be distributed to separate Pods to the extent that the area of such Pods includes areas that are not included in a final recorded plat at the time of the Triggering Event.

| Total Number of Certificates of Occupancy Issued | Minimum Number of Moderate Income Housing Units Certificates of Occupancy Issued |
|--|--|
| 300 | 30 |
| 600 | 60 |
| 900 | 90 |
| 1260 | 126 |

5.4. 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, this MDA intends that the Master Developer be entitled to the full number of equivalent residential units as set forth in Section 5.1.

5.5. 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 the 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 City’s Land Use Ordinance. The City’s review of the Community Structure Plan for any Planning Area may consider legitimate and quality planning principles, 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 City shall have the right to require changes to the Community Structure Plan provided that the changes do not materially impact the 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.

5.6. 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.

5.7. Roads and Public Road Designations. Roads within the Property shall generally be public roads. Certain roads may be changed from public to private within certain residential areas or commercial areas that desire limited access as determined by the Master Developer, subject to approval by the City 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.

5.8. Parking Requirements. A minimum of two off street parking spaces will be provided for each Residential Dwelling Unit.

5.9. Master Developer's Assumption of Certain City Obligations from Other Documents. The City hereby assigns, and Master Developer hereby assumes the following specific obligations only:

5.9.1. Tooele County Memorandum of Understanding Number 10-08-04 (the "MOU"). Master Developer agrees to assume all County obligations related to the intersection of SR 36 and 33rd Parkway identified in MOU, Exhibit D of the Original Agreement. If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the Master Developer shall acquire and pay for that additional property. If it is necessary to exercise eminent domain to acquire the additional property, then Erda City agrees, subject to legislative discretion, to cooperate with the Developer, at the Developer's sole and absolute cost and expense, to exercise eminent domain and to accept the acquired property as a public right of way.

5.9.2. Real Estate Purchase & Exchange Agreement BRK&H and Tooele County, Contract Number 06-12-09 (the "Exchange Agreement"). Master Developer agrees to assume all County obligations related to the 33rd Parkway as set forth in the Exchange Agreement, Exhibit E of the Original Agreement. If it is necessary to acquire additional property from third parties to perform the obligations in the preceding sentence, then the Master Developer shall acquire and pay for that additional property. If it is necessary to exercise eminent domain to acquire the additional property, then Erda City agrees, subject to legislative discretion, to cooperate with the Developer, at the Developer's sole and absolute cost and expense, to exercise eminent domain and to accept the acquired property as a public right of way.

5.10. Setback Requirements. Setback requirements in the Project will be as set forth in the Community Structure Plan and the Project Plan for the Project.

5.11. Accounting for Residential Dwelling Units. At the recordation of each Final Plat or Commercial Site Plan by the Master Developer allowing for residential uses, the Master Developer shall provide the City 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.

5.11.1. Accounting for Residential Dwelling Units for Parcels Sold to Subdevelopers. Any Parcel sold by the 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.

5.11.2. 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, the Master Developer shall provide the City 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 City.

5.12. Donation of Real Property for Municipal Purposes. Within thirty days of the City's approval of the Master Developer's second final plat in the Project, the Master Developer shall dedicate three parcels of real property to the City, each being at least three acres in size. The first parcel shall be for a new city hall located in Pod E with adequate access to 33rd Parkway. The second parcel of real property shall be for a UTA park and ride ("Park and Ride Lot") located immediately adjacent to the first parcel with adequate access to 33rd Parkway. The third parcel shall be located in the City and shall have at least 200 feet of frontage on a right-of-way with at least 84' in width (the "Public Works Lot"). The Public Works Lot is anticipated to be used as a public works yard. However, the City will not be required to use the third parcel for such a purpose. The acreage of the three parcels will be calculated as open space.

6. Zoning and Vested Rights.

6.1. Current Zoning. The Property is currently zoned as a Tooele County P-C zone (i.e, the PC Zone) that Tooele County has repealed.

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 the Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the City 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 City subject to compliance with this MDA. The Parties intend that the rights granted to the Master Developer under this MDA are contractual and exist under current law. The Parties specifically intend that this MDA grant vested rights to the 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 City's Future Laws to the Project, as specified in Section 7.2, are subject to only the following exceptions:

1. *Master Developer's Discretion.* City's Future Laws that Master Developer agrees in writing to the application thereof to the Property. If Master Develop agrees to the application of the City's Future Law, then all applicable City's Future Laws that are in effect as of such date shall apply to all future Projects that do not have an approved Final Plat.

2. *Compliance with State and Federal Laws.* City's Future Laws that are generally applicable to all properties in the City and are required to comply with State and Federal laws and regulations affecting the Project.

3. *Safety Code Updates.* City'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 City to all properties, applications, persons, and entities similarly situated, provided such taxes apply 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 City'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 City (or a portion of the City 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 City'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 City acknowledges that the Master Developer, assignees of the Master Developer, and/or Subdevelopers who have purchased some or all 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 the Master Developer in its subjective business judgment and discretion.

Master Developer shall have the right to apply for, process, and 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. Notwithstanding the foregoing, the Parties agree that Master Developer and/or sub developers and/or commercial builders may submit subdivision plats as frequently as one new plat per calendar month so long as no more than two plats per calendar month for the Project are submitted. Each plat must be for 45 or fewer lots unless City staff determines in writing that it is in the interest of the City to accept an application for a plat with more than 45 lots, in which case the Master Developer and/or sub developer(s) and/or commercial builder(s) may process a plat with more than 45 lots.

7.2. **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be as provided in the City's Vested Laws except as otherwise provided in this MDA. The City shall approve Development Applications if they comply with the City's Vested Laws and otherwise conform to this MDA.

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

7.4. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, approval for these aspects does not need to be submitted by the Applicant for review by any agency of the City. The Applicant shall promptly notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City 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 City. 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 City or any other agency of the City. This section does not intend to preclude the normal process of the City'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 City, notwithstanding such certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith, then payment of the reasonable and actual costs of the City Consultants' review shall be the Applicant's responsibility.

7.7. Independent Technical Analyses for Development Applications.

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

7.8. City Denial of a Development Application.

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

7.9. Meet and Confer regarding Development Application Denials.

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

8. Application Under City's Future Laws. The City's Vested Laws will be used to process all actions under this MDA unless the Master Developer elects to be bound by the City's Future Laws. To elect to be bound by the City's Future Laws, the Master Developer must indicate such desire by delivering a notice in writing to the City; if the Master Developer elects to be bound by the City's Future Laws, then the Master Developer shall be subject to such City's Future Laws that are in effect as of the date of the election for all future applications or action under this MDA.

9. Parks.

9.1. Parks and Open Space Requirements. This section governs the requirements for dedicating, improving, and constructing parks and open spaces in the Project.

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

9.3. Park Plan Approval. Prior to the construction or dedication of any Required Park, the Master Developer shall submit to the City a detailed park plan. The City 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 City's Vested Laws (or, if applicable, the City's Future Laws).

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

9.5. Tax Benefits. The City acknowledges that Master Developer may seek to qualify for certain tax benefits because of conveying, dedicating, gifting, granting, or transferring any of the Property for City Parks or Neighborhood Project Parks to the City or a charitable organization to the extent that Master Developer is not otherwise paid for those properties. The Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by the Master Developer for the reason of the foregoing. The City shall reasonably

cooperate with the Master Developer to the maximum extent allowable under law to allow the 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 for each Development Application.

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

12. **CC&Rs.** Homeowners' Association(s) will be responsible for implementing and enforcing 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 City.

13. **Payment of Fees.**

13.1. **General Requirement of Payment of Fees.** Master Developer and/or a Subdeveloper shall pay the City all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees, and inspection fees) in amounts specified in the City's Future Laws. The provisions of this subsection will be subject to the provisions of Section 16.

13.2. **Reimbursement for "Upsizing".** The City shall not require Master Developer to "upsizes" any public improvements for services provided by the City 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.** At the Master Developer's option, security for completing weather-dependent landscaping items may be provided by a cash bond, letter of credit bond, or an escrow agreement in a form acceptable to the City.

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 for a site grading plan from the City Engineer. Any grading performed by the Applicant under 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. City 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 permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Applicant to secure such permits from other governmental entities.

15. Provision of Municipal Services. The City shall provide all services to the Property that the City provides from time to time to other residents and properties within the City, 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 City.

16. Payments to the City. Each of the payments set forth below will only become due if the applicable appeal period for the referenced event lapses without a successful appeal or a referendum petition being certified, and in such an event, the payment will be due within one week of the lapse of the later of the applicable appeal or referendum deadline. Master Developer agrees to not (a) seek an appeal or referendum on these referenced events, (b) accept payment from any third party to appeal or seek a referendum on these referenced events, or (c) outsource, assign, or coordinate with any third party to appeal or seek a referendum on these referenced events. If an appeal is filed and the City prevails in defeating the appeal, the payment will be due within one week of the lapse of the final appeal rights. If the appeal challenging the event is successful, then the payment associated with that event will no longer be due or payable.

The City is new and has not yet adopted any impact fees. The City intends to adopt a roadway facility impact fee. If the City adopts a roadway facility fee, then the Master Developer will be considered as a revenue source for an “anticipated or accepted dedication of system improvements” as set forth in Utah Code section 11-36a-302 (2)(e) for (i) assuming the governmental obligations as outlined in Sections 5.8.1, 5.8.2, and (ii) donating the Park and Ride Lot and the Public Works Lot which will each be valued at a \$6.76 per square foot.

To the extent that the City adopts an impact fee, the Master Developer waives any right to seek a refund or claim that the funds must be expended in six years, all provided by Utah Code Ann. § 11-36a-101 et seq. Finally, Master Developer acknowledges and agrees that the payments below do not violate Utah Code Ann. § 11-36a-101 et seq. or any constitutional provision and waives any right to make such claim.

| Event | Payment Amount |
|---|----------------|
| Estoppel Certificate. Erda City's delivery of a signed estoppel | \$100,000.00 |

| | |
|---|-----------------------------------|
| certificate on or before April 7, 2022, materially in the form of <u>Exhibit F</u> attached hereto and made a part hereof. | Payment Completed |
| <u>First Amendment</u> . Erda City approving this First Amendment by April 7, 2022, and delivering a signed copy of the same to Master Developer. | \$100,000.00 Payment Completed |
| <u>Subdivision Approval</u> . Within thirty (30) days of the City approving the first final plat in the Project. | \$1,100,000.00 |

17. Default.

17.1. **Notice.** If the Applicant 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 Parties. If the City believes that a Subdeveloper has committed a Default, the City shall also provide a courtesy copy of the Notice to the Master Developer.

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

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

17.2.2. 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;

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

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

17.3. **Remedies.** The Parties shall have the following remedies:

17.3.1. Legal Remedies. If the City (a) challenges the enforceability of the Vested Documents or this MDA or uses City funds to challenge the enforceability of the Vested Documents or this MDA, (b) accepts payment from any third party to challenge the enforceability of the Vested Documents or this MDA, or (c) outsources, assigns, or coordinates with any third party to challenge the enforceability of the Vested Documents or this MDA, then Master Developer may exercise all rights and seek any and all remedies available in law or equity and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. All other disputes between The City and Master Developer concerning the Vested Documents or this MDA will be submitted to binding arbitration with not more than thirty days from notice for the

arbitration to take place. The arbitrators award will be limited to injunctive relief and specific performance (including, a possible order for Master Developer to make payments called for in the MDA) and the Parties waive the right to any and all monetary damages provided, however, the substantially prevailing party will be entitled to an award or legal fees and costs.

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

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

17.4. **Meeting.** Before any remedy in Section 16.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a meeting with the City Manager.

17.5. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Manager finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 16.3. The City shall give Notice to the Master Developer and/or any applicable Subdeveloper of any meeting at which an emergency default is to be considered, and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Manager at that meeting regarding the claimed emergency Default.

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

18. **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:

Quirrh Point Development LLC
 333 East Coventry Way
 Erda, UT 84074
 Email: Derald Anderson derald2319@gmail.com

With a copy to:

Joseph White
13 Pier Place
Stansbury Park, UT 84074
Email: Joseph White 8303642@gmail.com

To the City:

2163 West Erda Way
Erda City, Utah 84074
Email: rcuster@erda.gov

With a copy to:

Erda City
c/o City Attorney
2163 West Erda Way
Erda City, Utah 84074
Email: John@BremsLaw.com

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

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

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

18.1.2. 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.

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

19. **Administrative Actions.**

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

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

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

19.2.1. Referral by Administrator. If the Administrator determines that it would be inappropriate to decide on any Administrative Action, the Administrator may require it to be processed as a Modification Application.

19.2.2. Administrator's Review of Administrative Action(s). The Administrator shall consider and promptly decide upon Administrative Action(s) within a reasonable time.

19.2.3. 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.

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

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

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

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

20.2.2. Consent of Master Developer. A Master Developer's consent to file a Modification Application is required.

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

20.2.4. Identification of Non-City Agencies. Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

20.2.5. 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.

20.2.6. Fee. A fee shall accompany Modification Applications in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

20.3. City Cooperation in Processing Modification Applications. The City shall cooperate reasonably and fairly in promptly and fairly processing Modification Applications.

20.4. Planning Commission Review of Modification Applications.

20.4.1. 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.

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

20.5. 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 it in a timely manner.

21. 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 April 15 and June 15 of 2030 and then again every five years thereafter. The Parties shall not be required to modify this MDA as a result of these reviews but may reasonably and in good faith propose amendments for the Parties' consideration, including increasing residential and commercial densities.

22. Estoppel Certificate. Upon 20 business days' prior written request by the Master Developer, Master Developer, or Subdeveloper, the City will execute an estoppel certificate to any third party certifying that the Master Developer or a Subdeveloper, as the case may be, is not in default of the terms of this MDA and that the MDA is in full force and effect at that time.

23. 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 attorney's fees.

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

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

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

27. **Assignability.** Master Developer shall not transfer or assign any rights under this MDA to another entity, except transfers and assignments by operation of law, or to affiliates, parents, or subsidiaries of Master Developer, which assume all of Master Developer's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Master Developer may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this MDA to any financing entity or agent on behalf of any financing entity to whom Master Developer (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guarantees thereof.

28. The rights and responsibilities of the Master Developer under this MDA may be assigned in whole or in part by the Master Developer so long as the Master Developer provides notice to the City Attorney and recorder within 30 days of such assignment.

28.1. **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 an "assignment" unless specifically designated as such an assignment by the 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 City, and such pledge or encumbrance shall not be considered an assignment.

28.2. **Partial Assignment.** If any proposed assignment is for less than all of the Master Developer's rights and responsibilities, then the assignee shall be responsible for performing each of the obligations in this MDA to which the assignee succeeds. Upon any such approved partial assignment, the Master Developer shall remain responsible.

28.3. **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.

29. **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 limit on the number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

30. **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.

31. **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.

32. **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.

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

34. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City, and Master Developer, shall each designate and appoint a representative to act as a liaison between the City and its various departments and Master Developer. The initial representative for the City shall be the City's Director of Community Development. The initial representative for Master Developer shall be Joseph White. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the parties' performance with regard to this MDA and the development of the Property.

35. **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.

36. **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.

37. **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.

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

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Master Development Agreement to be signed, sealed, and delivered as of the day written above.

ERDA CITY A Utah Municipality

By: Sheldon Birch
Sheldon Birch, Erda City Chairman

ATTEST

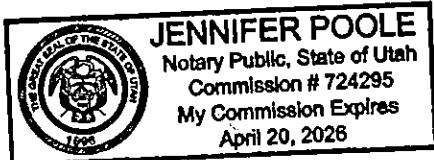
By: Jennifer Poole
Jennifer Poole, City Recorder

APPROVED AS TO FORM

By: John Brems, Erda City Attorney

STATE OF UTAH)
:S
COUNTY OF TOOKELE)

On this 25th day of August, 2025, Sheldon Birch personally appeared before me, who, being duly sworn by me, said that he is the Erda City Council Chair, that Erda City is a political subdivision of Utah, that said instrument was signed in behalf of Erda City by authority of its governing body, and that he/she acknowledged to me that Erda City executed the same.



Jennifer Poole
NOTARY PUBLIC
Residing at: Toole, VT

MASTER DEVELOPER:

EHD Investment, LLC
a Utah limited liability company

By: Joseph D. White, manager
Joseph D. White, Manager

STATE OF UTAH)
:S
COUNTY OF TOOKELE)

On this 22nd day of August, 2025, Joseph D. White personally appeared before me who, being by me duly sworn, did say that he is the manager of EHD Investment, LLC, and that said instrument was signed on behalf of EHD Investment, LLC, by authority of its governing body and said Joseph D. White acknowledged to me that EHD Investment, LLC, LLC executed the same.

Madison Simmons
NOTARY PUBLIC
Residing at: TOOELE, UTAH

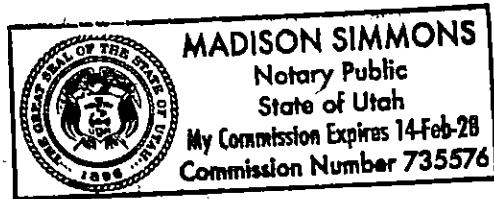


Exhibit A**Legal Description of Property**

Note: The legal description below covers the same area as the legal description in the Original MDA. The parcels were reconfigured pursuant to that Declaration of Boundary Line Adjustments that was recorded as Entry #: 611929 on December 9, 2024.

PARCEL "A" (LENNAR NORTH)

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence North 0°25'21" West 3.89 feet;

thence Northwesterly 568.67 feet along the arc of a 542.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 30°28'47" West 542.94 feet through a central angle of 60°06'53");

thence North 60°32'14" West 78.62 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 15°32'14" West 21.21 feet through a central angle of 90°00'00");

thence North 60°32'14" West, 60.00 feet;

thence Westerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 60°32'14" West and the long chord bears South 74°27'46" West 21.21 feet through a central angle of 90°00'00");

thence North 60°32'14" West 272.30 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 15°32'14" West 21.21 feet through a central angle of 90°00'00");

thence North 60°32'14" West 60.00 feet;

thence Westerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 60°32'14" West and the long chord bears South 74°27'46" West 21.21 feet through a central angle of 90°00'00");

thence North 60°32'14" West 361.83 feet;

thence Northwesterly 12.13 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears North 29°27'46" East and the long chord bears North 59°46'43" West 12.13 feet through a central angle of 1°31'02") to a point of compound curvature;

thence Northerly 25.23 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 30°58'48" East and the long chord bears North 10°50'07" West 22.36 feet through a central angle of 96°22'10");

thence North 52°39'02" West 30.00 feet;
 thence South 37°20'58" West 0.85 feet;
 thence North 52°39'02" West 30.00 feet;
 thence Westerly 24.95 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 52°39'02" West and the long chord bears South 84°59'43" West 22.17 feet through a central angle of 95°17'29") to a point of compound curvature;
 thence Northwesterly 339.86 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears North 42°38'27" East and the long chord bears North 26°06'03" West 332.11 feet through a central angle of 42°30'59") to a point of compound curvature;
 thence Northeasterly 24.74 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 85°09'26" East and the long chord bears North 42°24'28" East 22.03 feet through a central angle of 94°30'05");
 thence North 0°20'29" West 30.00 feet;
 thence South 89°39'31" West 1.35 feet;
 thence North 0°20'29" West 30.00 feet;
 thence Northwesterly 23.57 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 0°20'29" West and the long chord bears North 45°20'00" West 21.22 feet through a central angle of 90°00'58");
 thence North 0°19'31" West 465.41 feet;
 thence Northeasterly 23.31 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 88°56'14" East and the long chord bears North 45°34'33" East 21.03 feet through a central angle of 89°01'33");
 thence North 0°04'19" East 30.00 feet;
 thence North 89°55'41" West 0.62 feet;
 thence North 0°04'19" East 30.00 feet;
 thence Northwesterly 23.46 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 0°04'19" East and the long chord bears North 45°07'36" West 21.14 feet through a central angle of 89°36'10");
 thence North 0°19'31" West 409.90 feet;
 thence Northeasterly 23.64 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 89°40'29" East and the long chord bears North 44°49'42" East 21.27 feet through a central angle of 90°18'26");
 thence North 0°01'05" West 30.00 feet;
 thence South 89°58'55" West 0.48 feet;
 thence North 0°01'05" West 30.00 feet;
 thence Northwesterly 23.48 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 0°01'05" West and the long chord bears North 45°10'18" West 21.16 feet through a central angle of 89°41'34");
 thence North 0°19'31" West 160.00 feet;
 thence Northeasterly 23.64 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 89°40'29" East and the long chord bears North 44°49'42" East 21.27 feet through a central angle of 90°18'26") to the Southerly Right of Way line of Erda Way;
 thence North 89°58'55" East 901.43 feet along said Southerly line;
 thence South 0°19'31" East 339.46 feet;
 thence North 89°40'29" East 361.50 feet to said North South running Quarter Section line of Section 34;
 thence South 0°19'31" East 2,255.13 feet along said Quarter Section line to the Point of Beginning.

Less and excepting (Parcel "B" EHD Residential):

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point North $0^{\circ}19'31''$ West 1,279.63 feet along the North South running Quarter Section line of said Section 34 and South $89^{\circ}40'29''$ West 266.58 feet from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North $89^{\circ}39'26''$ East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence South $0^{\circ}04'19''$ West 421.45 feet;

thence Southerly 61.31 feet along the arc of a 270.00 feet radius tangent curve to the right (center bears North $89^{\circ}55'41''$ West and the long chord bears South $6^{\circ}34'39''$ West 61.18 feet through a central angle of $13^{\circ}00'40''$) to a point of compound curvature;

thence Southwesterly 27.85 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North $76^{\circ}55'01''$ West and the long chord bears South $66^{\circ}16'23''$ West 24.02 feet through a central angle of $16^{\circ}22'47''$);

thence North $60^{\circ}32'14''$ West 261.95 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North $29^{\circ}27'46''$ East and the long chord bears North $15^{\circ}32'14''$ West 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence North $29^{\circ}27'46''$ East 102.65 feet;

thence Northerly 169.28 feet along the arc of a 330.00 feet radius tangent curve to the left (center bears North $60^{\circ}32'14''$ West and the long chord bears North $14^{\circ}46'03''$ East 167.43 feet through a central angle of $29^{\circ}23'27''$);

thence North $0^{\circ}04'19''$ East 90.54 feet;

thence Northeasterly 23.45 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South $89^{\circ}55'41''$ East and the long chord bears North $44^{\circ}51'55''$ East 21.14 feet through a central angle of $89^{\circ}35'12''$);

thence North $89^{\circ}39'31''$ East 140.00 feet;

thence Southeasterly 23.67 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South $0^{\circ}20'29''$ East and the long chord bears South $45^{\circ}08'05''$ East 21.29 feet through a central angle of $90^{\circ}24'48''$) to the Point of Beginning.

Contains 2,228,383 square feet or 51.16 acres.

PARCEL "B" (EHD RESIDENTIAL)

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point North $0^{\circ}19'31''$ West 1,279.63 feet along the North South running Quarter Section line of said Section 34 and South $89^{\circ}40'29''$ West 266.58 feet from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North $89^{\circ}39'26''$ East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence South $0^{\circ}04'19''$ West 421.45 feet;

thence Southerly 61.31 feet along the arc of a 270.00 feet radius tangent curve to the right (center bears North $89^{\circ}55'41''$ West and the long chord bears South $6^{\circ}34'39''$ West 61.18 feet through a central angle of $13^{\circ}00'40''$); to a point of compound curvature;

thence Southwesterly 27.85 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North $76^{\circ}55'01''$ West and the long chord bears South $66^{\circ}16'23''$ West 24.02 feet through a central angle of $106^{\circ}22'47''$);

thence North $60^{\circ}32'14''$ West 261.95 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North $29^{\circ}27'46''$ East and the long chord bears North $15^{\circ}32'14''$ West 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence North $29^{\circ}27'46''$ East 102.65 feet;

thence Northerly 169.28 feet along the arc of a 330.00 feet radius tangent curve to the left (center bears North $60^{\circ}32'14''$ West and the long chord bears North $14^{\circ}46'03''$ East 167.43 feet through a central angle of $29^{\circ}23'27''$);

thence North $0^{\circ}04'19''$ East 90.54 feet;

thence Northeasterly 23.45 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South $89^{\circ}55'41''$ East and the long chord bears North $44^{\circ}51'55''$ East 21.14 feet through a central angle of $89^{\circ}35'12''$);

thence North $89^{\circ}39'31''$ East 140.00 feet;

thence Southeasterly 23.67 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South $0^{\circ}20'29''$ East and the long chord bears South $45^{\circ}08'05''$ East 21.29 feet through a central angle of $90^{\circ}24'48''$); to the Point of Beginning.

Contains 92,501 square feet or 2.12 acres.

PARCEL "C" (LENNAR SOUTH)

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, and the Northwest Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Section line, said point being South 89°39'30" West 1601.75 feet along said Section line from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'17" West and the long chord bears North 45°23'06" West 21.20 feet through a central angle of 89°54'46");

thence North 0°20'29" West 30.00 feet;

thence South 89°39'31" West 0.14 feet;

thence North 0°20'29" West 30.00 feet;

thence Northeasterly 23.58 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°20'29" West and the long chord bears North 44°36'54" East 21.23 feet through a central angle of 90°05'14");

thence North 0°25'43" West 72.57 feet;

thence Northerly 55.97 feet along the arc of a 530.00 feet radius tangent curve to the right (center bears North 89°34'17" East and the long chord bears North 2°35'48" East 55.94 feet through a central angle of 6°03'02") to a point of reverse curvature;

thence Northwesterly 25.12 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 84°22'41" West and the long chord bears North 42°21'35" West 22.29 feet through a central angle of 95°57'49");

thence North 0°20'29" West 30.00 feet;

thence North 89°39'31" East 17.14 feet;

thence North 0°20'29" West 30.00 feet;

thence Northeasterly 19.48 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°20'29" West and the long chord bears North 52°27'43" East 18.14 feet through a central angle of 74°23'36") to a point of reverse curvature;

thence Northerly 107.99 feet along the arc of a 530.00 feet radius tangent curve to the right (center bears South 74°44'05" East and the long chord bears North 21°06'09" East 107.81 feet through a central angle of 11°40'29") to a point of reverse curvature;

thence Northerly 22.32 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 63°03'36" West and the long chord bears North 15°41'31" West 20.32 feet through a central angle of 85°15'50");

thence North 31°40'34" East 60.00 feet;

thence Easterly 22.32 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 31°40'34" East and the long chord bears North 79°02'39" East 20.32 feet through a central angle of 85°15'50") to a point of reverse curvature;

thence Northeasterly 8.67 feet along the arc of a 530.00 feet radius tangent curve to the right (center bears South 53°35'15" East and the long chord bears North 36°52'51" East 8.67 feet through a

central angle of 00°56'13");

thence North 37°20'58" East 110.85 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 52°39'02" West and the long chord bears North 7°39'02" West 21.21 feet through a central angle of 90°00'00");

thence North 37°20'58" East 60.00 feet;

thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 37°20'58" East and the long chord bears North 82°20'58" East 21.21 feet through a central angle of 90°00'00");

thence North 37°20'58" East 114.35 feet;

thence Northerly 22.66 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 52°39'02" West and the long chord bears North 5°56'07" West 20.57 feet through a central angle of 86°34'10") to a point of reverse curvature;

thence Northwesterly 222.24 feet along the arc of a 737.00 feet radius tangent curve to the right (center bears North 40°46'48" East and the long chord bears North 40°34'52" West 221.40 feet through a central angle of 17°16'39") to a point of reverse curvature;

thence Westerly 21.88 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 58°03'27" West and the long chord bears North 73°43'33" West 19.99 feet through a central angle of 83°34'00");

thence North 25°30'33" West 30.00 feet;

thence Southwesterly 7.37 feet along the arc of a 125.00 feet radius non-tangent curve to the right (center bears North 25°30'33" West and the long chord bears South 66°10'46" West 7.37 feet through a central angle of 3°22'37");

thence North 22°07'56" West 30.00 feet;

thence Northerly 24.33 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 22°07'56" West and the long chord bears North 21°24'12" East 21.75 feet through a central angle of 92°55'44") to a point of reverse curvature;

thence Northerly 139.64 feet along the arc of a 737.00 feet radius tangent curve to the right (center bears North 64°56'20" East and the long chord bears North 19°37'59" West 139.43 feet through a central angle of 10°51'22") to a point of reverse curvature;

thence Northwesterly 19.93 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 75°47'42" West and the long chord bears North 52°16'24" West 18.50 feet through a central angle of 76°08'11");

thence North 0°20'29" West 30.00 feet;

thence South 89°39'31" West 16.48 feet;

thence North 0°20'29" West 30.00 feet;

thence Northeasterly 25.37 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°20'29" West and the long chord bears North 41°12'52" East 22.45 feet through a central angle of 96°53'17") to a point of reverse curvature;

thence Northerly 56.56 feet along the arc of a 737.00 feet radius tangent curve to the right (center bears North 82°46'14" East and the long chord bears North 5°01'52" West 56.54 feet through a central angle of 4°23'48");

thence North 87°10'02" East 30.00 feet;

thence Southerly 4.18 feet along the arc of a 707.00 feet radius non-tangent curve to the left (center bears North 87°10'02" East and the long chord bears South 3°00'08" East 4.18 feet through a central angle of 0°20'20");

thence North 86°49'42" East 30.00 feet;

thence Northeasterly 24.30 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears North 86°49'42" East and the long chord bears North 43°14'36" East 21.73 feet through a central angle of 92°49'49");

thence North 89°39'31" East 101.65 feet;

thence Southeasterly 22.63 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 47°07'51" East 20.54 feet through a central angle of 86°25'17") to a point of reverse curvature;

thence Southeasterly 421.18 feet along the arc of a 542.00 feet radius tangent curve to the left (center bears North 86°04'47" East and the long chord bears South 26°10'56" East 410.67 feet through a central angle of 44°31'27") to a point of reverse curvature;

thence Southerly 22.46 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 41°33'21" West and the long chord bears South 5°32'51" East 20.42 feet through a central angle of 85°47'37");

thence South 52°39'02" East 30.00 feet;

thence North 37°20'58" East 0.67 feet;

thence South 52°39'02" East 30.00 feet;

thence Easterly 22.24 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 52°39'02" East and the long chord bears North 79°49'06" East 20.26 feet through a central angle of 84°56'17");

thence Southeasterly 26.72 feet along the arc of a 470.71 feet radius non-tangent curve to the left (center bears North 32°30'05" East and the long chord bears South 59°07'29" East 26.72 feet through a central angle of 3°15'09");

thence South 60°32'14" East 361.83 feet;

thence Southerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 15°32'14" East 21.21 feet through a central angle of 90°00'00");

thence South 60°32'14" East 60.00 feet;

thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 60°32'14" East and the long chord bears North 74°27'46" East 21.21 feet through a central angle of 90°00'00");

thence South 60°32'14" East 272.30 feet;

thence Southerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 15°32'14" East 21.21 feet through a central angle of 90°00'00");

thence South 60°32'14" East 60.00 feet;

thence Easterly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 60°32'14" East and the long chord bears North 74°27'46" East 21.21 feet through a central angle of 90°00'00");

thence South 60°32'14" East 78.62 feet;

thence Southeasterly 138.82 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears South 29°27'46" West and the long chord bears South 51°51'13" East 138.29 feet through a central angle of 17°22'01") to a point of compound curvature;

thence Southerly 31.70 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 46°49'47" West and the long chord bears South 17°22'03" West 26.12 feet through a central angle of 121°04'32");

thence South 12°05'41" East 30.00 feet;

thence Easterly 27.57 feet along the arc of a 100.00 feet radius non-tangent curve to the left

(center bears North 12°05'41" West and the long chord bears North 70°00'26" East 27.48 feet through a central angle of 15°47'46");

thence South 27°53'27" East 30.00 feet;

thence Easterly 22.73 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 27°53'27" East and the long chord bears South 74°29'12" East 20.61 feet through a central angle of 86°48'30") to a point of compound curvature;

thence Southerly 188.75 feet along the arc of a 458.00 feet radius tangent curve to the right (center bears South 58°55'02" West and the long chord bears South 19°16'35" East 187.42 feet through a central angle of 23°36'45") to a point of compound curvature;

thence Southwesterly 25.43 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 82°31'47" West and the long chord bears South 41°06'01" West 22.49 feet through a central angle of 97°08'27");

thence South 0°19'46" East 30.00 feet;

thence North 89°40'14" East 3.49 feet;

thence South 0°19'46" East 30.00 feet;

thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°19'46" East and the long chord bears South 45°22'33" East 21.20 feet through a central angle of 89°54'25");

thence South 0°25'21" East 162.50 feet;

thence Southwesterly 23.59 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'39" West and the long chord bears South 44°37'27" West 21.23 feet through a central angle of 90°05'35");

thence South 0°19'46" East 30.00 feet;

thence North 89°40'14" East 0.15 feet;

thence South 0°19'46" East 30.00 feet;

thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°19'46" East and the long chord bears South 45°22'33" East 21.20 feet through a central angle of 89°54'25");

thence South 0°25'21" East 545.47 feet;

thence Southwesterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'39" West and the long chord bears South 44°36'47" West 21.23 feet through a central angle of 90°04'16");

thence South 0°21'04" East 30.00 feet;

thence North 89°38'56" East 0.11 feet;

thence South 0°21'04" East 30.00 feet;

thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°21'04" East and the long chord bears South 45°23'13" East 21.20 feet through a central angle of 89°55'44");

thence South 0°25'21" East 290.00 feet;

thence Southwesterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'39" West and the long chord bears South 44°36'47" West 21.23 feet through a central angle of 90°04'16") to the North line of a parcel deeded for 33rd Parkway;

thence South 89°38'56" West 1,502.60 feet along said North line;

thence North 0°25'43" West 1,225.12 feet to and along the East line of D.R. Davis PUD Amended, Entry #252513 as recorded in the Tooele County Recorder's Office to the Point of Beginning.

Contains 2,844,809 square feet or 65.30 acres.

PARCEL "D" (AMH)

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the Section line, said point being South 89°39'30" West 1601.75 feet along said Section line from the found monument representing the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence South 89°39'30" West 427.24 feet along said Section line and ALONG the North line of Lot 4 of D.R. Davis PUD Amended, Entry #252513 as recorded in the Tooele County Recorder's Office;

thence North 0°20'29" West 1,294.82 feet;

thence North 89°39'31" East 461.70 feet;

thence Southeasterly 22.91 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 46°35'14" East 20.75 feet through a central angle of 87°30'31") to a point of reverse curvature;

thence Southerly 56.56 feet along the arc of a 737.00 feet radius tangent curve to the left (center bears North 87°10'02" East and the long chord bears South 5°01'52" East 56.54 feet through a central angle of 4°23'48") to a point of reverse curvature;

thence Southwesterly 25.37 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 82°46'14" West and the long chord bears South 41°12'52" West 22.45 feet through a central angle of 96°53'17");

thence South 0°20'29" East 30.00 feet;

thence North 89°39'31" East 16.48 feet;

thence South 0°20'29" East 30.00 feet;

thence Southeasterly 19.93 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 52°16'24" East 18.50 feet through a central angle of 76°08'11") to a point of reverse curvature;

thence Southerly 139.64 feet along the arc of a 737.00 feet radius tangent curve to the left (center bears North 75°47'42" East and the long chord bears South 19°37'59" East 139.43 feet through a central angle of 10°51'22") to a point of reverse curvature;

thence Southerly 24.33 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 64°56'20" West and the long chord bears South 21°24'12" West 21.75 feet through a central angle of 92°55'44");

thence South 22°07'56" East 30.00 feet;

thence Northeasterly 7.37 feet along the arc of a 125.00 feet radius non-tangent curve to the left (center bears North 22°07'56" West and the long chord bears North 66°10'46" East 7.37 feet through a central angle of 3°22'37");

thence South 25°30'33" East 30.00 feet;

thence Easterly 21.88 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 25°30'33" East and the long chord bears South 73°43'33" East 19.99 feet through a central angle of 83°34'00") to a point of reverse curvature;

thence Southeasterly 222.24 feet along the arc of a 737.00 feet radius tangent curve to the left

(center bears North 58°03'27" East and the long chord bears South 40°34'52" East 221.40 feet through a central angle of 17°16'39") to a point of reverse curvature;

thence Southerly 22.66 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 40°46'48" West and the long chord bears South 5°56'07" East 20.57 feet through a central angle of 86°34'10");

thence South 37°20'58" West 114.35 feet;

thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 52°39'02" West and the long chord bears South 82°20'58" West 21.21 feet through a central angle of 90°00'00");

thence South 37°20'58" West 60.00 feet;

thence Southerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 37°20'58" West and the long chord bears South 7°39'02" East 21.21 feet through a central angle of 90°00'00");

thence South 37°20'58" West 110.85 feet;

thence Southwesterly 8.67 feet along the arc of a 530.00 feet radius tangent curve to the left (center bears South 52°39'02" East and the long chord bears South 36°52'51" West 8.67 feet through a central angle of 0°56'13") to a point of reverse curvature;

thence Westerly 22.32 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 53°35'15" West and the long chord bears South 79°02'39" West 20.32 feet through a central angle of 85°15'50");

thence South 31°40'34" West 60.00 feet;

thence Southerly 22.32 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 31°40'34" West and the long chord bears South 15°41'31" East 20.32 feet through a central angle of 85°15'50") to a point of reverse curvature;

thence Southwesterly 107.99 feet along the arc of a 530.00 feet radius tangent curve to the left (center bears South 63°03'36" East and the long chord bears South 21°06'09" West 107.81 feet through a central angle of 11°40'29") to a point of reverse curvature;

thence Southwesterly 19.48 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears North 74°44'05" West and the long chord bears South 52°27'43" West 18.14 feet through a central angle of 74°23'36");

thence South 0°20'29" East 30.00 feet;

thence South 89°39'31" West 17.14 feet;

thence South 0°20'29" East 30.00 feet;

thence Southeasterly 25.12 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°20'29" East and the long chord bears South 42°21'35" East 22.29 feet through a central angle of 95°57'49") to a point of reverse curvature;

thence Southerly 55.97 feet along the arc of a 530.00 feet radius tangent curve to the left (center bears South 84°22'41" East and the long chord bears South 2°35'48" West 55.94 feet through a central angle of 6°03'02");

thence South 0°25'43" East 72.57 feet;

thence Southwesterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the right (center bears South 89°34'17" West and the long chord bears South 44°36'54" West 21.23 feet through a central angle of 90°05'14");

thence South 0°20'29" East 30.00 feet;

thence North 89°39'31" East 0.14 feet;

thence South 0°20'29" East 30.00 feet;

thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right

(center bears South 0°20'29" East and the long chord bears South 45°23'06" East 21.20 feet through a central angle of 89°54'46") to the Point of Beginning.

Contains 685,699 square feet or 15.74 acres.

PARCEL "E" (EHD COMMERCIAL)

A parcel of land, situate in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, and the Northwest Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at the found monument representing the North Quarter Comer of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence South 0°25'21" East 2,649.70 feet;
 thence South 89°38'21" West 2,510.37 feet to the Easterly line of State Route 36;
 thence North 0°24'53" West 1,979.96 feet along said Easterly line to a point on the South line of D.R. Davis PUD Amended, Entry #252513 as recorded in the Tooele County Recorder's Office;
 thence North 89°39'30" East 908.42 feet along said South line;
 thence South 0°25'43" East 554.53 feet;
 thence North 89°38'56" East 1,502.60 feet;
 thence Northeasterly 23.58 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 0°21'04" West and the long chord bears North 44°36'47" East 21.23 feet through a central angle of 90°04'16");
 thence North 0°25'21" West 290.00 feet;
 thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 45°23'13" West 21.20 feet through a central angle of 89°55'44");
 thence North 0°21'04" West 30.00 feet;
 thence South 89°38'56" West 0.11 feet;
 thence North 0°21'04" West 30.00 feet;
 thence Northeasterly 23.58 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°21'04" West and the long chord bears North 44°36'47" East 21.23 feet through a central angle of 90°04'16");
 thence North 0°25'21" West 545.47 feet;
 thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 45°22'33" West 21.20 feet through a central angle of 89°54'25");
 thence North 0°19'46" West 30.00 feet;
 thence South 89°40'14" West 0.15 feet;
 thence North 0°19'46" West 30.00 feet;
 thence Northeasterly 23.59 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°19'46" West and the long chord bears North 44°37'27" East 21.23 feet through a central angle of 90°05'35");
 thence North 0°25'21" West 162.50 feet;
 thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 89°34'39" West and the long chord bears North 45°22'33" West 21.20 feet through a central angle of 89°54'25");
 thence North 0°19'46" West 30.00 feet;
 thence South 89°40'14" West 3.49 feet;

thence North $0^{\circ}19'46''$ West 30.00 feet;

thence Northeasterly 25.43 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North $00^{\circ}19'46''$ West and the long chord bears North $41^{\circ}06'01''$ East 22.49 feet through a central angle of $97^{\circ}08'27''$) to a point of compound curvature;

thence Northerly 188.75 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears South $82^{\circ}31'47''$ West and the long chord bears North $19^{\circ}16'35''$ West 187.42 feet through a central angle of $23^{\circ}36'45''$) to a point of compound curvature;

thence Westerly 22.73 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South $58^{\circ}55'02''$ West and the long chord bears North $74^{\circ}29'12''$ West 20.61 feet through a central angle of $86^{\circ}48'30''$);

thence North $27^{\circ}53'27''$ West 30.00 feet;

thence Westerly 27.57 feet along the arc of a 100.00 feet radius non-tangent curve to the right (center bears North $27^{\circ}53'27''$ West and the long chord bears South $70^{\circ}00'26''$ West 27.48 feet through a central angle of $15^{\circ}47'46''$);

thence North $12^{\circ}05'41''$ West 30.00 feet;

thence Northerly 31.70 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North $12^{\circ}05'41''$ West and the long chord bears North $17^{\circ}22'03''$ East 26.12 feet through a central angle of $121^{\circ}04'32''$) to a point of compound curvature;

thence Northwesterly 138.82 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears South $46^{\circ}49'47''$ West and the long chord bears North $51^{\circ}51'13''$ West 138.29 feet through a central angle of $17^{\circ}22'01''$);

thence North $60^{\circ}32'14''$ West 78.62 feet;

thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South $29^{\circ}27'46''$ West and the long chord bears South $74^{\circ}27'46''$ West 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence North $60^{\circ}32'14''$ West 60.00 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North $60^{\circ}32'14''$ West and the long chord bears North $15^{\circ}32'14''$ West 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence North $60^{\circ}32'14''$ West 272.30 feet;

thence Westerly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South $29^{\circ}27'46''$ West and the long chord bears South $74^{\circ}27'46''$ West 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence North $60^{\circ}32'14''$ West 60.00 feet;

thence Northerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North $60^{\circ}32'14''$ West and the long chord bears North $15^{\circ}32'14''$ West 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence North $60^{\circ}32'14''$ West 361.83 feet;

thence Northwesterly 26.72 feet along the arc of a 470.71 feet radius non-tangent curve to the right (center bears North $29^{\circ}14'56''$ East and the long chord bears North $59^{\circ}07'29''$ West 26.72 feet through a central angle of $3^{\circ}15'09''$);

thence Westerly 22.24 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South $32^{\circ}17'15''$ West and the long chord bears South $79^{\circ}49'06''$ West 20.26 feet through a central angle of $84^{\circ}56'17''$);

thence North $52^{\circ}39'02''$ West 30.00 feet;

thence South $37^{\circ}20'58''$ West 0.67 feet;

thence North $52^{\circ}39'02''$ West 30.00 feet;

thence Northerly 22.46 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 52°39'02" West and the long chord bears North 5°32'51" West 20.42 feet through a central angle of 85°47'37") to a point of reverse curvature;

thence Northwesterly 421.18 feet along the arc of a 542.00 feet radius tangent curve to the right (center bears North 41°33'21" East and the long chord bears North 26°10'56" West 410.67 feet through a central angle of 44°31'27") to a point of reverse curvature;

thence Northwesterly 22.63 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 86°04'47" West and the long chord bears North 47°07'51" West 20.54 feet through a central angle of 86°25'17");

thence South 89°39'31" West 101.65 feet;

thence Southwesterly 24.30 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears South 0°20'29" East and the long chord bears South 43°14'36" West 21.73 feet through a central angle of 92°49'49");

thence South 86°49'42" West 30.00 feet;

thence Northerly 4.18 feet along the arc of a 707.00 feet radius non-tangent curve to the right (center bears North 86°49'42" East and the long chord bears North 3°00'08" West 4.18 feet through a central angle of 0°20'20");

thence South 87°10'02" West 30.00 feet;

thence Northwesterly 22.91 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 87°10'02" West and the long chord bears North 46°35'14" West 20.75 feet through a central angle of 87°30'31");

thence South 89°39'31" West 461.70 feet;

thence South 0°20'29" East 1,294.82 feet;

thence South 89°39'30" West 481.02 feet;

thence North 0°24'53" West 1,324.82 feet;

thence North 89°39'31" East 1,192.08 feet;

thence North 0°19'31" West 1,275.28 feet;

thence North 89°58'55" East 57.08 feet;

thence Southwesterly 23.64 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 0°01'05" East and the long chord bears South 44°49'42" West 21.27 feet through a central angle of 90°18'26");

thence South 0°19'31" East 160.00 feet;

thence Southeasterly 23.48 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 89°40'29" East and the long chord bears South 45°10'18" East 21.16 feet through a central angle of 89°41'34");

thence South 0°01'05" East 30.00 feet;

thence North 89°58'55" East 0.48 feet;

thence South 0°01'05" East 30.00 feet;

thence Southwesterly 23.64 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 0°01'05" East and the long chord bears South 44°49'42" West 21.27 feet through a central angle of 90°18'26");

thence South 0°19'31" East 409.90 feet;

thence Southeasterly 23.46 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North 89°40'29" East and the long chord bears South 45°07'36" East 21.14 feet through a central angle of 89°36'10");

thence South 0°04'19" West 30.00 feet;

thence South 89°55'41" East 0.62 feet;

thence South $0^{\circ}04'19''$ West 30.00 feet;

thence Southwesterly 23.31 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South $0^{\circ}05'20''$ West and the long chord bears South $45^{\circ}34'33''$ West 21.03 feet through a central angle of $89^{\circ}01'33''$);

thence South $0^{\circ}19'31''$ East 465.41 feet;

thence Southeasterly 23.57 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North $89^{\circ}40'29''$ East and the long chord bears South $45^{\circ}20'00''$ East 21.22 feet through a central angle of $90^{\circ}00'58''$);

thence South $0^{\circ}20'29''$ East 30.00 feet;

thence North $89^{\circ}39'31''$ East 1.35 feet;

thence South $0^{\circ}20'29''$ East 30.00 feet;

thence Southwesterly 24.74 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South $00^{\circ}20'29''$ East and the long chord bears South $42^{\circ}24'28''$ West 22.03 feet through a central angle of $94^{\circ}30'05''$) to a point of compound curvature;

thence Southeasterly 339.86 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears North $85^{\circ}09'26''$ East and the long chord bears South $26^{\circ}06'03''$ East 332.11 feet through a central angle of $42^{\circ}30'59''$) to a point of compound curvature;

thence Easterly 24.95 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North $42^{\circ}38'27''$ East and the long chord bears North $84^{\circ}59'43''$ East 22.17 feet through a central angle of $95^{\circ}17'29''$);

thence South $52^{\circ}39'02''$ East 30.00 feet;

thence North $37^{\circ}20'58''$ East 0.85 feet;

thence South $52^{\circ}39'02''$ East 30.00 feet;

thence Southerly 25.23 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South $52^{\circ}39'02''$ East and the long chord bears South $10^{\circ}50'07''$ East 22.36 feet through a central angle of $96^{\circ}22'10''$) to a point of compound curvature;

thence Southeasterly 12.13 feet along the arc of a 458.00 feet radius tangent curve to the left (center bears North $30^{\circ}58'48''$ East and the long chord bears South $59^{\circ}46'43''$ East 12.13 feet through a central angle of $1^{\circ}31'02''$);

thence South $60^{\circ}32'14''$ East 361.83 feet;

thence Easterly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North $29^{\circ}27'46''$ East and the long chord bears North $74^{\circ}27'46''$ East 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence South $60^{\circ}32'14''$ East 60.00 feet;

thence Southerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South $60^{\circ}32'14''$ East and the long chord bears South $15^{\circ}32'14''$ East 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence South $60^{\circ}32'14''$ East 272.30 feet;

thence Easterly 23.56 feet along the arc of a 15.00 feet radius tangent curve to the left (center bears North $29^{\circ}27'46''$ East and the long chord bears North $74^{\circ}27'46''$ East 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence South $60^{\circ}32'14''$ East 60.00 feet;

thence Southerly 23.56 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South $60^{\circ}32'14''$ East and the long chord bears South $15^{\circ}32'14''$ East 21.21 feet through a central angle of $90^{\circ}00'00''$);

thence South $60^{\circ}32'14''$ East 78.62 feet;

thence Southeasterly 568.67 feet along the arc of a 542.00 feet radius tangent curve to the right

(center bears South 29°27'46" West and the long chord bears South 30°28'47" East 542.94 feet through a central angle of 60°06'53");

thence South 0°25'21" East 3.89 feet to the Point of Beginning.

Less and excepting any portions of the parcel deeded for 33rd Parkway.

Contains 5,075,096 square feet or 116.51 acres.

PARCEL "F" (EHD EAST)

A parcel of land, situate in the Northeast Quarter of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in City of Erda, Tooele County, Utah, more particularly described as follows:

Beginning at the found monument representing the North Quarter Corner of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (The Basis of Bearing for this description being North 89°39'26" East 2641.18 feet which is the measured line between the found monuments representing the South Quarter Corner and Southeast Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian) and running:

thence North 89°39'26" East 2,641.18 feet along the North Section Line of said Section 3 to the East Section Line of said Section 3;

thence South 0°25'27" East 1,224.43 feet along said West Line to the North Line of a parcel deeded for 33rd Parkway;

thence South 89°38'53" West 2,641.09 feet along said North line;

thence South 89°38'56" West 0.12 feet along said North line to the North South running Quarter Section line of said Section 3;

thence North 0°25'21" West 1,224.85 feet along said Quarter Section line to the Point of Beginning.

Contains 3,234,521 square feet or 74.25 acres.

CONSERVATION EASEMENT / OPEN SPACE PARCEL

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

Exhibit B

Master Plan

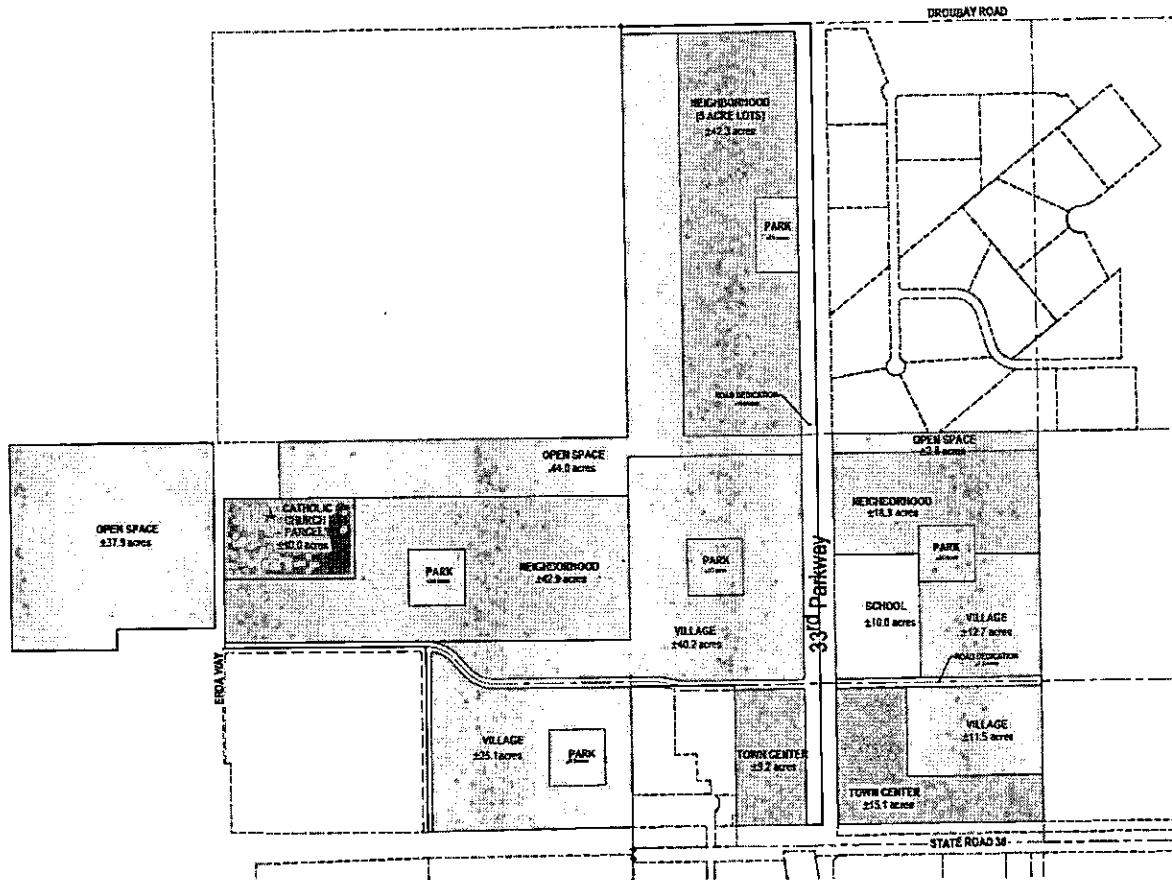
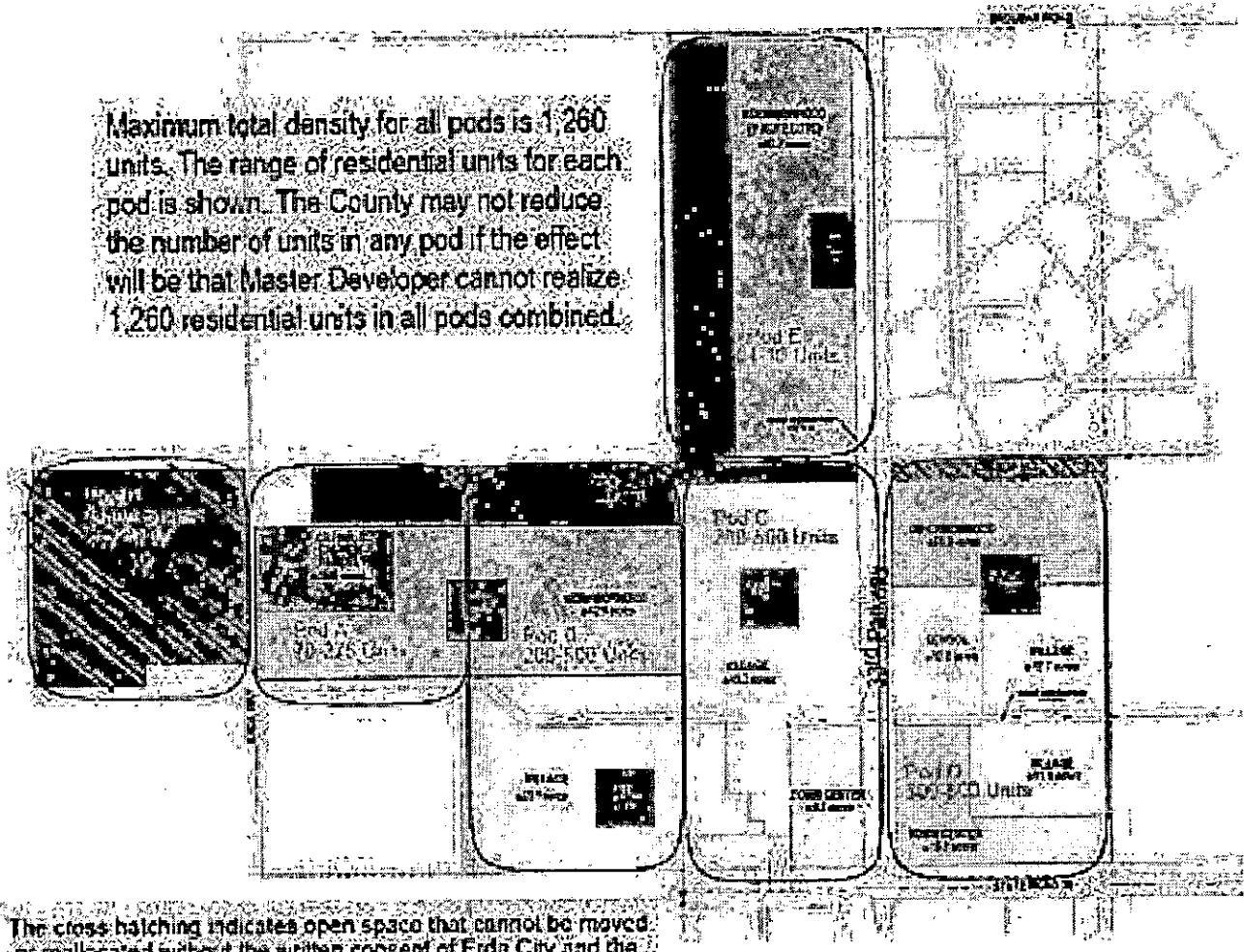


Exhibit C
The Pod Plan



The cross-hatching indicates open space that cannot be moved or reallocated without the written consent of Elba City and the Master Developer. The cross-hatched open space in Pod D will be at least 100 feet wide.

1 Pods A, B, and C may not collectively exceed 888 Residential Dwelling Units. Individual limits for Pods A, B, and C are set forth in Exhibit C-2.

2 Pod E may contain up to ten (10) Residential Dwelling Units on residential lots sized one (1) acre or larger.

3 The remaining Residential Dwelling Unit will be placed in Pod D.

4 Additional permitted uses in Pod E may, but will not necessarily include, civic uses, open spaces (including cemeteries and parks), religious uses, and limited commercial (all as may be approved by the zoning administrator, city planner, and City Council).

5 Residential lots on the east border of Pod D (bordering Brookfield Estates) shall be single-family detached units. Single-family attached units (e.g., apartments, townhomes, and/or condos) will not be permitted in the first row of lots on the east border of Pod D.

6 Residential lots on the north border of Pod A (bordering Erda Way) will be sized a quarter-acre or larger.

Exhibit D

The City's Vested Laws

(Note: This Exhibit does NOT constitute a complete list of all applicable City's 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. |
| 31-5 | Permitted uses. |
| 31-6 | Conditional uses. |
| 31-7 | Planning and approval process for P-C zone. |
| 31-8 | P-C zone plan. |
| 31-9 | Community structure plan (CSP). |
| 31-10 | Project plan/subdivision plat. |
| 31-11 | Site plan review. |
| 31-12 | Development standards. |
| 31-13 | Development agreement. |

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, 8/18/18).

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 and 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;

- (o) 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/semi-public, 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)

31-3. 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)

31-4. 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 |
|-------------------------------|--|---|--|
| P-C Zone and Plan | 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 |
| Community Structure Plan | 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 |
| Project Plan/Subdivision Plat | 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 |
| Site Plan Approval | Individual sites within the development | Final site development requirements | Staff |

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

31-B. 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)

31-8. 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, 8/19/18)

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 submittal 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, 8/19/18)

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, 8/19/18)

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)