



W3297397

WHEN RECORDED, RETURN TO:

JDC COMMUNITY, LLC, Developer
Attn: Bryan Bayles
1493 E. Ridgeline Drive, Suite 250
Ogden, Utah 84405

LOYAL C. HULME
KIRTON McCONKIE
50 EAST SOUTH TEMPLE, SUITE 400
SALT LAKE CITY, UT 84111

APN: _____

MASTER DEVELOPMENT AGREEMENT

FOR

JDC RANCH

DATED: August, 24, ~~2022~~
2023

TABLE OF CONTENTS

RECITALS6

TERMS.....8

1. Incorporation of Recitals and Exhibits/ Definitions8

 1.1 Incorporation8

 1.2. Definitions8

2. Effect of this MDA.....8

 2.1. Development of Project Pursuant to the MDA8

 2.2. Effect of Conflict.....8

3. Laws Governing the Project.....9

 3.1. Master Plan.....9

 3.2. Annexation9

4. Development of the Property in Compliance with This Agreement9

 4.1. Total Approved Residential Units.....9

 4.2. Allocation of Residential Units and Transfer of Density10

 4.3. Accounting for Residential Units on Parcels Developed by Master Developer ..10

 4.4. Accounting for Residential Units for Parcels Sold to Sub-Developers.....10

 4.5. Parcel Sales11

 4.6. Development of Commercial Parcels.....11

 4.7. Supplemental Development Standards.....12

5. Zoning and Vested Rights12

 5.1. Vested Rights Granted by Approval of this MDA12

 5.2. Limited Application of County’s Future Laws13

 5.3. Reserved Legislative Powers15

 5.4. Term of Agreement15

6. Approval Processes for Development Applications.....15

 6.1. Phasing15

 6.2. Processing Under County’s Vested Laws16

 6.3. County’s Timely in Processing Development Applications16

 6.4. Outsourcing of Processing of Development Applications16

 6.5. Final Action on Development Application17

 6.6. Staff Recommendation for Denial of a Development Application17

6.7.	Meet and Confer Regarding Recommendation of Development Application Denials	18
6.8.	County Denials of Development Applications Based on Denials from Non-County Agencies	18
6.9.	Parcel Sales	18
7.	Public Improvements	19
7.1.	Utilities and Project Infrastructure	19
7.2.	Approval of Infrastructure as a Part of a Development Approval.....	19
7.3.	Construction Prior to Completion of Infrastructure	19
8.	Open Space.....	20
8.1.	Requirement for Open Space	20
8.2.	Dedication and Ownership of Open Space	24
8.3.	Reporting and Tracking of Open Space	25
8.4.	Maintenance Standards	25
8.5.	Tax Benefits	25
9.	Public Infrastructure.....	26
9.2.	Backbone Infrastructure	27
9.3.	On-Site Infrastructure.....	27
9.4.	Water	29
9.5.	Project Discharge of Stormwater	29
10.	Cable TV/Fiber Optic/Data/Communications Service.....	31
11.	CC&Rs	32
12.	Payment of Fees	32
13.	Construction Standards and Requirements.....	33
13.1.	Building and Grading Permits.....	33
13.2.	County and Other Governmental Agency Permits.....	33
14.	Provision of Municipal Services	33
15.	Default.....	33
15.1.	Notice	34
15.2.	Contents of the Notice of Default	34
	_Toc121329514	
15.3.	Meet and Confer.....	35
	_Toc121329516	

15.6.	Remedies	36
15.8.	Cumulative Rights.....	36
16.	Notices.....	37
16.1.	Effectiveness of Notice	38
17.	Administrative Actions	38
17.1.	Allowable Administrative Actions.....	38
17.2.	Application to Administrator	39
18.	Amendment	40
18.1.	Who may Submit Modification Applications	40
18.2.	Modification Application Contents.....	40
18.3.	County Cooperation in Processing Modification Applications.....	40
18.4.	Planning Commission Review of Modification Applications.....	40
18.5.	Commissioners' Review of Modification Application	41
18.6.	Commissioners' Denial of Modification Applications	41
18.7.	Meet and Confer Regarding Modification Applications.....	41
19.	Estoppel Certificate.....	41
20.	Entire Agreement. This MDA, and all Exhibits thereto, is the entire agreement between the Parties	41
21.	Headings.....	41
22.	No Third-Party Rights/No Joint Venture	42
23.	Assignability	42
23.1.	Certain Sales not an Assignment.....	42
23.2.	Related Party Transfer.....	42
23.3.	Notice	42
23.4.	Deemed Approved	42
23.5.	Partial Assignment	43
23.6.	Grounds for Denying Assignment.....	43
23.7.	Assignee Bound by this MDA	43
24.	Binding Effect	43
25.	No Waiver	43
26.	Severability	43
27.	Force Majeure	44
28.	Time is of the Essence.....	44
29.	Appointment of Representatives	44

30. Mutual Drafting.....44
31. Applicable Law44
32. Venue44
33. Recordation and Running with the Land.....44
34. Authority44
TABLE OF EXHIBITS52

MASTER DEVELOPMENT AGREEMENT

FOR

JDC RANCH

THIS MASTER DEVELOPMENT AGREEMENT FOR JDC RANCH (“**MDA**”) is made and entered as of the 24th day of August, ~~2022~~²⁰²³, by and between Weber County, a political subdivision of the State of Utah (“**County**”), and JDC Community LLC, a Utah limited liability company (“**Master Developer**”). The County and Master Developer are sometimes collectively referred to in this MDA as the “**Parties**.”

RECITALS

A. Master Developer proposes to develop the certain real property located within an unincorporated portion of the County which is more particularly described on **Exhibit A** attached hereto (“**Property**”).¹ Master Developer intends to develop the Property into a project known as JDC Ranch containing multiple uses including residential components, commercial uses, open space, and certain amenities (collectively, the “**Project**”), all as set forth herein.

B. Unless otherwise defined in the body of this MDA, the capitalized terms used in this MDA are defined in **Exhibit B** which attached hereto and incorporated herein by this reference.

C. Prior to the execution of this MDA, the Property was zoned A-1 and A-2. The County has rezoned the Property C-2, R-2, R-3, R-1-10, R-1-12, and RE-15, in a configuration set forth on the Zoning Plan attached hereto as **Exhibit C**,² together with a Master Planned Development Overlay Zone (“**MPDOZ**”), all contingent on the execution and recording of this MDA.

¹ Notwithstanding the legal description set forth on **Exhibit A**, the parties agree that the description of the Property may be amended pursuant to Section 17.1, below, including, without limitation, to respond to any survey or resurvey of the Property which varies from the description set forth on **Exhibit A**.

² Notwithstanding the Identification of zoning districts on **Exhibit C**, the parties agree the final contours of each zone will be determined as the Phases and Final Plats are finalized and that minor changes to **Exhibit C** may be approved pursuant to Section 17.1, below.

D. The Code requires any development within the MPDOZ to be implemented pursuant to a development agreement.

E. In order to (i) satisfy Code's requirement for a development agreement, (ii) ensure that the Property is developed in a unified and consistent fashion, (iii) memorialize the relationship between Master Developer and the County in relation to certain transactions, entitlements, dedications, and other requirements necessary for the Project, and (iv) vest the Property with certain development rights, the Parties enter into this MDA.

F. The parties agree that development of the Project as a master planned community pursuant to this MDA is consistent with the Act and the Code and will operate to the benefit of the County, Master Developer, and the general public.

G. The County has reviewed this MDA and determined that the MDA is consistent with the Act, the Code and the C-2, R-2, R-3, R-1-10, R-1-12, RE-15 and MPDOZ as applied to the Property.

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

I. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

J. Master Developer and the County have cooperated in the preparation of this MDA.

K. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as part of the Project as expressed in this MDA, and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of this MDA.

L. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code §17-27a-102 and 17-27a-528.3.

M. The undersigned owners of the Property have consented to the terms and conditions of this MDA as evidenced by their respective signatures hereto.

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

TERMS

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

1.1. **Incorporation.** The foregoing Recitals and **Exhibit A** through **Exhibit L** are hereby incorporated into this MDA. In the event of an express conflict between any provision of the Exhibits and the text of the MDA, the text of the MDA will control.

1.2. **Definitions.** As used in this MDA, the words and phrases specified in **Exhibit B** shall have the meanings set forth therein. Other terms are defined in the text of this MDA.

2. **Effect of this MDA.**

2.1. **Development of Project Pursuant to the MDA.** During the term of the MDA, this MDA will govern the development of the Project. The County shall not require Master Developer to enter into any other agreements prior to Master Developer commencing development of the Property as part of the Project. Unless otherwise agreed to by Master Developer, this MDA shall be the sole agreement between the Parties for the development of the Property.

2.2. **Effect of Conflict.** In the event of a conflict between the County’s Vested Laws and this MDA, then consistent with Section 104-27-1(c) of the County’s Vested Laws the provisions of the MDA

³ All references to sections of the Utah Code are references to the provisions in effect as of the date of this MDA.

and its Exhibits shall control. Specifically, certain provisions of this MDA and its Exhibits may supersede and replace provisions of the County's Vested Laws, but only with respect to the Project. Pursuant to the Act (Utah Code § 17-27a-528(2)(a)(ii)), this MDA has been approved by the County's legislative body in accordance with the same procedures, including notice provisions, used for enacting a land use regulation.

3. **Laws Governing the Project.**

3.1. **Master Plan.** Development of the Project shall be in accordance with the County's Vested Laws together with this MDA and its Exhibits. The County acknowledges that this MDA and its Exhibits constitute the "Master Plan" required under the Code and the County's agreement hereto constitutes approval of a concept plan for the development of the Property.

3.2. **Annexation.** Master Developer, on behalf of Master Developer and its successors and any future owners of the Property, covenants and agrees not to protest an annexation petition initiated under Utah Code § 10-2-403 or otherwise object to an effort to annex the Property into a municipality adjacent to the Property under Utah Code § 10-2-418 so long as: (a) any such annexation will not in any way diminish the Master Developer's right and ability to develop Property and the Project as provided for in this MDA; and (b) the annexing municipality agrees to adopt the terms and provisions of this MDA, including Exhibits, by ordinance. The Property must be annexed, if at all, in its entirety (i.e. no piecemeal or partial annexations will be permitted). Master Developer and the County shall jointly protest or otherwise object to any attempt to pursue a partial annexation of the Property or any attempt to annex the Property without the conditions of clause (a) and (b), above, being satisfied. Further, notwithstanding annexation of the Property into any municipality, the County's Vested Laws together with this MDA and its Exhibits will control development of the Property unless Master Developer specifically agrees to the application of the laws of the annexing municipality with respect to any portion of the Project. In the event the Property is annexed into a municipality, all references to the County will be deemed references to the applicable municipality.

4. **Development of the Property in Compliance with This MDA.**

4.1. **Total Approved Residential Units.** Notwithstanding any contrary provision of the County's Vested Laws, Master Developer shall be entitled to develop the Total Approved Residential Units

and to develop other Intended Uses as specified herein for the Property. For the avoidance of doubt, and without limiting the forgoing, at Buildout, the Project is entitled to have seven hundred twenty-five (725) Residential Dwelling Units. Notwithstanding the foregoing, at Buildout Master Developer will be entitled to develop attached residential products within the Project as follows: not more than one hundred (100) Residential Dwelling Units which are townhomes or row houses and not more than two hundred (200) Residential Dwelling Units which are attached residential products of other types or configurations, consistent with **Exhibit D**. Accessory dwelling units, including accessory dwelling units defined in Utah Code Chapter 27a of Title 17, and whether internal to, or detached from, the primary Residential Dwelling Unit on any lot within the Project, will not count toward the Total Approved Residential Units. The County will not assess any Impact Fees in connection with the construction of accessory dwelling units.

4.2. **Allocation of Residential Dwelling Units.** A proposed allocation of the type and number of Residential Dwelling Units (“**Village Plan**”) is attached hereto as **Exhibit D**. Nevertheless, the parties agree that **Exhibit D** provides some flexibility in the allocation of Residential Dwelling Units within the Project and that Master Developer (or a Sub-Developer as more fully set forth herein) may use the Total Approved Residential Units in connection with the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses), in its sole and absolute discretion, so long as the number of Residential Dwelling Units provided for in such Subdivision or Commercial Site Plan is consistent with the Village Plan for such Subdivision or Commercial Site Plan.

4.3. **Accounting for Residential Dwelling Units on Parcels Developed by Master Developer.** At the recordation of a Final Plat or Commercial Site Plan allowing for residential uses or other approved and recorded instrument for any Parcel(s) developed by Master Developer, Master Developer shall provide the County a Development Report in a form substantially similar to the document attached hereto as **Exhibit L** showing the number of Residential Dwelling Units used with such Final Plat or Commercial Site Plan and the number of Residential Dwelling Units remaining with Master Developer for the remaining undeveloped areas of the Project.

4.4. **Accounting for Residential Units for Parcels Sold to Sub-Developers.**

4.4.1 Conveyance of Any Parcel to a Sub-Developer. Developer will not transfer any Parcel comprising less than a Phase of the Project to a Sub-Developer. Any Parcel sold by Master Developer to a Sub-Developer shall include the transfer of a specified portion of the Total Approved Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. Upon such transfer or conveyance, Master Developer shall provide the County with a notice identifying the ownership of the Parcel(s) sold, the portion of the Total Approved Residential Units and/or other type of use transferred with the Parcel(s), and the amount of the Total Approved Residential Units remaining with Master Developer for the remaining undeveloped areas of the Project.

4.4.2 Return of Unused Residential Units. If any portion of the Total Approved Residential Units transferred to a Sub-Developer are unused by the Sub-Developer at the time the final portion of the Parcels transferred with such Residential Dwelling Units receive Development Application approval (e.g. when all Subdivisions or Commercial Site Plans applicable to such Parcel are transferred to a Sub-Developer), the unused portion of the transferred Residential Dwelling Units shall automatically revert to Master Developer without the requirement of consent from such Sub-Developer or the County. Within a reasonable time thereafter, Master Developer shall file with the County an updated Development Report in a form substantially similar to the document attached hereto as Exhibit L incorporating the unused portion of the transferred Residential Dwelling Units that reverted to Master Developer in the amount of the Total Approved Residential Units remaining with Master Developer.

4.5. **Parcel Sales.** The County acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The County acknowledges that Master Developer may seek and obtain approval for a Subdivision of any portion of the Project into a Parcel without providing such detailed development information subject to the specific “Parcel Sales” provisions of Section 6.9.

4.6. **Development of Flex Village.** The Parties understand and agree that a portion of the Project (“Flex Village”) as shown on the Zoning Plan attached hereto as Exhibit C, is designated for

commercial development. The Flex Village may be used for any permitted or conditional use allowed in the C-2 Zone, as set forth in the County's Vested Laws together with any uses set forth on the table of approved uses for the Project ("**Table of Uses**") identified in Section D(3) of the Design Guidelines attached hereto as **Exhibit F**. Other portions of the Project are eligible for the uses allowed in the Flex Village portion of the Project as provided on **Exhibit D** or under the County's Vested Laws.

4.7. **Design Guidelines and Standards.** The design guidelines and standards for the Project ("**Design Standards**") are attached hereto as **Exhibit F**. Notwithstanding any provision of this MDA to the contrary, the parties agree that no supplemental development standards or requirements not expressed in the Design Standards, this MDA or the County's Vested Laws, with respect to landscaping, buffering, screening, lighting, or any other matter shall be required as a condition precedent for approval of each individual Phase or Preliminary Plat as part of the Development Application process. Notwithstanding anything in the County's Vested Laws to the contrary, the parties agree that any provisions related to the colors, materials, design, aesthetics for the Project, including landscaping standards, but which are not defined by the Design Standards, will be governed solely by standards to be adopted by the HOA ("**HOA Aesthetic Standards**"). The HOA Aesthetic Standards will be included in the CC&Rs and enforced by the HOA or the DRC, defined below. Notwithstanding the foregoing, in the event of a conflict between the Design Standards and the HOA Aesthetic Standards, the Design Standards will control.

4.8. **Use Types.** Notwithstanding any zoning designation for the Project, including as demonstrated on **Exhibit C** hereto, the parties agree that the residential and commercial uses allowed for the Project, as identified on **Exhibit D** (including those uses identified as "Flex Village Land Uses" in the Design Standards attached as **Exhibit F**), may be allocated and constructed throughout the Project pursuant to the terms and restrictions of **Exhibit D** and that in the event of a conflict between **Exhibit C** and **Exhibit D**, then **Exhibit D** will control.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States, and the maximum extent applicable at equity, Master

Developer shall have the vested right to develop and construct the Project on the Property in accordance with the County's Vested Laws and the provisions of this MDA, including the Total Approved Residential Units. The parties understand and agree that this MDA may modify, in certain respects, the operation of the Code and the County's Vested Laws pertaining to the Property, and to such an extent that the terms and conditions of the MDA conflict with the Code or the County's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the County through its legislative power and operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA. The Parties intend that the rights granted to Master Developer under this MDA are contractual and those rights that exist under statute, common law and at equity. The Parties specifically intend that this MDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code §17-27a-508.

5.2. **Limited Application of County's Future Laws.** Unless otherwise provided in, or amended by, this MDA, the County's Future Laws shall not be applicable to or govern the development of the Property except as provided below. The restrictions on the applicability of the County's Future Laws to the Project are subject to only the following exceptions:

5.2.1 Master Developer's Agreement to Use County's Future Laws. If Master Developer, assignees of Master Developer and/or Sub-Developers agree or elect to be governed by the County's Future Laws instead of the County's Vested Laws with respect to any Development Application or any portion of the Project, then Master Developer, assignees of Master Developer, and/or Sub-Developers will so notify the County in writing. Such written notice will designate with specificity the applicable Development Application or the applicable portion of the Project to which the County's Future Laws will be applicable and the specific portions of the County's Future Laws which Master Developer and/or any Sub-Developer agree may apply to such Development Application. In such case, the County's Future Laws will apply but only to the extent specified in such written designation and only to the extent the County agrees to the application of the portions of the County's Future Laws identified in the notice. Any such agreement will not be deemed a general consent to the application of all of the County's Future

Laws in all circumstances. Specifically, any such agreement to the application of portions of the County's Future Laws as to any Development Application or portion of the Project will not be deemed agreement with respect to any other Development Application or any other portion of the Project. Except to the limited extent agreed to by Master Developer, assignees of Master Developer, and/or Sub-Developers, the County's Vested Laws shall continue to govern all Development Applications and all portions of the Project and of the Property.

5.2.2 Compliance with State and Federal Laws. Future laws adopted by the County which are generally applicable to all properties in the County and which are expressly required to comply with State and Federal laws will apply to the Project.

5.2.3 Safety Code Updates. Future ordinances 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 Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare will apply to the extent they are not arbitrarily imposed.

5.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons, and entities similarly situated will apply to the Project.

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

5.2.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected may be assessed in connection with Development Applications for the Project.

5.3. **Reserved Legislative Powers.** Master Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Master Developer based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code §17-27a-508. Any such proposed change affecting the vested rights of Master Developer and of the Project shall be of general application to all development activity in the County, and unless, in good faith, the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5.4. **Term of Agreement.** The term of this MDA shall be for a period of fifteen (15) years or unless earlier terminated or modified by written amendment as set forth below. If, upon the expiration of such fifteen (15) year period Master Developer is not in default of any provision hereof, then the term shall be automatically extended for an additional five (5) years. Notwithstanding the foregoing, this MDA shall terminate automatically at Buildout. Provisions contained herein that, by their terms, are intended to survive the expiration of this MDA shall remain in full force and effect.

6. **Approval Processes for Development Applications.**

6.1. **Phasing.** The County acknowledges that Master Developer, assignees of Master Developer, and/or Sub-Developers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Project in multiple Phases. So long as each Phase provides for the logical extension of the road system, infrastructure and utilities through the Project, and complies with the terms of this MDA and other applicable provisions of the County's Vested Laws, there shall be no minimum size or minimum number of Residential Dwelling Units required in connection with any such Phase. Any Phase of the Project may be developed

independently of other Phases, and the County shall not require any particular sequencing of Phases within the Project.

6.2. **Processing Under County's Vested Laws.** Approval processes for Development Applications shall be as provided in the County's Vested Laws except as otherwise provided in this MDA. The County will follow the approval procedures set forth on **Exhibit E**, attached hereto, with respect to Development Applications. The County shall approve Development Applications if they comply with the County's Vested Laws and conform to this MDA.

6.3. **County's Timely Action in Processing Development Applications.** Notwithstanding any contrary provision of the County's Vested Laws, the County agrees to respond to Development Applications in a timely manner. Specially, notwithstanding Utah Code § 17-27a-509.5(1), the County shall notify the Applicant in writing within forty-five (45) days after the submission of a Development Application whether the Development Application is complete under the County's Vested Laws without the requirement of subsequent written request from the Applicant. Failure to provide written notice to the Applicant will be deemed acknowledgement by the County that the Development Application is complete. If a Development Application is complete, or is deemed complete, then notwithstanding Utah Code § 17-27a-509.5(2) the County will take final action on the Development Application within sixty (60) days after the date County notifies the Applicant that the Development Application is complete or the date on which the Development Application is deemed complete without the requirement of subsequent written request from the Applicant, except as provided below. If a Development Application requires review at a public meeting, the County will prepare any required staff reports and distribute any required public notices in sufficient time to allow for final action to be taken within such sixty (60) day period. The Applicant may appeal any Denial of a Development Application as provided in the County's Vested Laws and applicable state laws.

6.4. **Outsourcing of Processing of Development Applications.** Without limiting an Applicant's rights or remedies under Section 6.3, if the Applicant believes the County cannot complete the review of a Development Application within the timeframe indicated, then upon the request of the

Applicant, the County will confer with the Applicant to determine whether the Applicant desires to have the review of any aspect of the Development Application outsourced to third-party reviewers to ensure that it is processed on a timely basis. If the Applicant determines that such outsourcing is appropriate, then unless the County confirms that it can comply with the required timeframe for review the County shall promptly select a third-party reviewer and estimate the reasonably anticipated cost of outsourcing in a good faith consultation with the Applicant. If the Applicant notifies the County that it desires to proceed with the outsourcing based on the County's estimate of costs, then the Applicant shall deposit in advance with the County the estimated cost and the County shall then promptly proceed with having the work outsourced. When the outsourcing services are complete and the County has provided Applicant with an invoice (and such reasonable supporting documentation as may be requested by Master Developer) for the actual cost of outsourcing, Applicant shall, within fifteen (15) business days thereafter, pay or receive credit (as the case may be) for any difference between the estimated cost deposited for the outsourcing and the actual cost of outsourcing.

6.5. Final Action on Development Application. The County will approve a Development Application so long as the Development Application is complete and complies with the provisions of this MDA and the County's Vested Laws (or the County's Future Laws, if applicable). Pursuant to this MDA the Commissioners hereby delegate to the Administrator the authority to accept on behalf of the County the dedication of any roads, utilities, parks, Open Space, or other items of public infrastructure or public improvements if the same complies with this MDA and the County's Vested Laws. Any Denial of a Development Application, whether by the Administrator, the Planning Commission, or the Commissioners must be accompanied by written findings of fact and conclusions of law specifying the reasons why the County believes the Development Application is inconsistent with this MDA or the County's Vested Laws (or the County's Future Laws, if applicable).

6.6. Staff Recommendation for Denial of a Development Application. If the County staff intends to deny or recommend denial of a Development Application, the County staff shall provide a written notice containing a detailed explanation to the Applicant of the reasons for recommending denial,

specifying the reasons the County staff believes that the Development Application is not consistent with this MDA and/or the County's Vested Laws.

6.7. Meet and Confer Regarding Recommendation of Development Application Denials.

Upon receipt of any written notice from the County that the County staff intend to recommend denial of an application, the County and Applicant shall thereafter meet and confer within thirty (30) days in an attempt to resolve the issues specified in the County's recommendation for denial of a Development Application. During such time, the period for taking final action set forth in Section 6.3 will be tolled and the County shall not take any final action on the Development Application unless the Applicant notifies the County that no resolution through the meet and confer process will be forthcoming. As appropriate, the parties may engage the services of a neutral, third-party mediator to assist the parties in the meet and confer process.

6.8. County Denials of Development Applications Based on Denials from Non-County Agencies. If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, any such denial may be appealed by Master Developer through the appropriate procedures for such a decision as provided in the County's Vested Laws.

6.9. Parcel Sales. To facilitate development of the Project and involvement of Sub-Developers in the development of Off-Site Infrastructure and On-Site Infrastructure, the County agrees to approve a Development Application for Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the County's Vested Laws regarding the completion of, or security for, the Project Infrastructure at the time such Subdivision is approved, except that the County may require as a part of the Subdivision of the Parcel the construction of perimeter infrastructure such as curb and gutter, sidewalks and fire hydrants if reasonably necessary given (i) the location of the Parcel in relation to other development and (ii) the respective timing of the completion of such developments. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Master Developer or a Sub-Developer upon a further Subdivision of the Parcel that creates individually developable lots.

7. **Public Improvements.**

7.1. **Utilities and Project Infrastructure.** Consistent with Section 9 of this MDA, Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of a Development Application.

7.2. **Approval of Infrastructure as a Part of a Development Approval.** Any Development Application for a Subdivision or a Commercial Site Plan shall include a plan for constructing the portion of the Project Infrastructure applicable to such Subdivision or Commercial Site Plan and shall demonstrate that such portions of the proposed Project Infrastructure are compatible with the overall development of the Project at Buildout.

7.2.1 Review by County. The County shall promptly review the portion of the proposed Project Infrastructure associated Development Application to determine its consistency with the applicable provisions of the County's Vested Laws, and this MDA.

7.2.2 Resolution of Disputes Regarding Project Infrastructure. If the County asserts that the portion of the proposed Project Infrastructure associated with a Development Application is not consistent with the applicable provisions of the County's Vested Laws and with this MDA, then any such dispute shall be subject to the meet and confer provisions of Section 6.7.

7.3. **Construction Prior to Completion of Infrastructure.** Anything in the Code notwithstanding, Master Developer may obtain building permits for Residential Dwelling Units prior to the installation of all Project Infrastructure required to be eventually completed so long as installation of the applicable portions of the Project Infrastructure in the Phase where such Residential Dwelling Units are located is secured with a completion assurance or guaranty. Any such completion guaranty will be consistent with the relevant provisions of the County's Vested Laws provided, however, that the County agrees that the completion guaranty may be in the form of a surety bond issued by an entity appropriately credentialed to provide such bonds in the State of Utah. Notwithstanding the foregoing, no certificates of occupancy will be issued until the completion of the applicable portions of the Project Infrastructure

consistent with the County's Vested Laws. Further, for any Phase of the Project sold to a Sub-Developer, all portions of the Project Infrastructure in such Phase must be completed prior to such Sub-Developer being able to obtain building permits for Residential Dwelling Units.

8. **Open Space.** Master Developer shall preserve or improve, at no cost to the County but subject to Master Developer's right to reimbursement or Impact Fees as provided herein, the Open Space for the Project as generally outlined and depicted and described in the plan ("**Open Space Plan**") attached hereto as **Exhibit H**.

8.1. **Requirement for Open Space.** Provided the components of Open Space for the Project are substantially similar to those generally depicted and described in the Open Space Plan and comply with the standards listed below in this Section 8.2, the County shall not require any additions, amendments or modifications of the same in connection with any Development Application. The County will accept dedication of the four (4) areas shown on page 1 of the Open Space Plan as intended to be dedicated to the public upon completion of such Open Space improvements. To ensure an ongoing benefit to the Open Space, Master Declarant may, prior to dedicating any portion of the Open Space to the County or other public entity, grant an open space easement to the HOA allowing the HOA standing to enforce the obligations of the County or such other entity arising under this Agreement with respect to the Open Space. Notwithstanding any other provision of this MDA, Master Developer may coordinate with a municipality, the Taylor West Weber Park District, a special service district, a public improvement district, or other public entity regarding the if such entity is willing to accept a dedication of the public Open Space improvements provided for herein.

8.2. **Final Determination of Public Open Space Improvements.** Except as provided in this paragraph, it is the intent of this provision that the Master Developer will not be required to construct public Open Space improvements or infrastructure which will not be maintained by the County or another public agency. Master Developer will be able to omit those portions of the components of Open Space shown on the Open Space Plan as "Potential Additional Amenities" or "Potential Additional Amenity" unless, within twelve (12) months after the date of this MDA: (a) the County has confirmed in writing its willingness to

maintain the Open Space; or (b) any other public agency, including any annexing municipality, will have twelve (12) months following the date of this MDA to complete any annexation process necessary to bring the Project within the boundaries of such agency or municipality. If either of the foregoing conditions is timely satisfied, then Master Developer will construct those portions the Potential Additional Amenities shown on the Open Space Plan which the County or such public agency agrees to maintain; provided, however, that Master Developer will not be required to construct any components of Open Space requested by the County or another public agency unless and until there are sufficient sequestered Impact Fees, as described in Section 9.2, available to Developer to fund the cost of construction of such portions of the Open Space. Notwithstanding the foregoing, if Master Developer commences any component of the Open Space prior to the expiration of such twelve (12) month period without notice that either of the foregoing conditions have been satisfied, then Master Developer will not be required to alter or amend such component of Open Space notwithstanding a subsequent commitment by the County or a public agency to maintain the same. Any portion of the Open Space dedicated to the County which the County or another public agency does not agree to maintain will be maintained by the HOA until the County or another public agency agrees to maintain the same. For the avoidance of doubt, the HOA's maintenance obligation will survive only until such time as a municipality annexes the Project or any other district or governmental entity annexes the public Open Space portions of the Project. It shall be a condition for any municipality to annex the Project, or any district or other governmental entity to annex the public portions of the Open Space, that the annexing municipality, district, or other governmental entity agree to take over the HOA's maintenance obligations with respect to such public portions of the Open Space and maintain all public portions of the Open Space in perpetuity according to the standards set forth in this MDA. Until annexed by a municipality, Master Developer will have the ability to add additional amenities to the portions of the Open Space which have been dedicated to the County.

8.2.1. Make Up of Open Space. Notwithstanding any contrary provision of this MDA, Master Developer shall not be required to preserve Open Space other than as provided in the Open Space Plan. The Open Space Plan specifies the portions of the Project which will consist of Open Space. The

Open Space Plan also identifies the portions of Open Space which will be dedicated to the County (and which will be open to the public) and the portions of the Open Space which will be dedicated to the HOA (which may be open only to members of the HOA). Any Development Application shall specify portions of the Open Space included in such application, which shall be substantially similar to the provisions of the Open Space Plan. If not already constructed, Master Developer shall provide a completion assurance or guaranty to secure the completion of such Open Space.

8.2.2. Timing of Construction of Open Space. Portions of the Open Space which are not dedicated to the Public, as shown on Page 1 of the Open Space Plan, will be shown on the Final Plat for the portion of the Project to which they are adjacent. Such portions of the Open Space must be completed not later than eighteen (18) months after the issuance of the first building permit for a Residential Dwelling Unit to be constructed on a lot shown on such Final Plat. Portions of the Open Space which will be dedicated to the Public, as shown on Page 1 of the Open Space Plan, must be completed on the following schedule:

- (a) The trail system on the eastern edge of the Project will be completed in phases and will be completed in connection with the development of the infrastructure for that portion of the Project shown on the Final Plat to which such portion of the trail system is adjacent.
- (b) The public park closest to 2600 North Street will be completed before a total of one hundred (100) building permits for Residential Dwelling Units within the Project have been issued.
- (c) The large park in the center of the Project will be completed before a total of four hundred fifty (450) building permits for Residential Dwelling Units within the Project have been issued.
- (d) The trail system in the western portion of the Project under the power line corridor will be completed before a total of six hundred (600) building permits for Residential Dwelling Units within the Project have been issued.

8.2.3. Identification of Public Amenities. The Open Space Plan identifies the amenities which will be constructed in the areas of Open Space which will be dedicated to the County; provided, however, that Master Developer reserves the right to make reasonable substitutions or modifications to the nature of such amenities in the event of material shortages, labor shortages, supply chain delays, or other force majeure-type circumstances. Master Developer also has the right to modify or amend the order in which such public amenities are constructed consistent with a phasing or development plan adopted by Master Developer for the Project. The photos of amenities included in the Open Space Plan are illustrative only, and the actual amenities constructed may vary in terms of size, color, materials, configuration, etc.

8.2.4. HOA Amenities. In the portion of the Open Space which will be dedicated to the HOA, Master Developer may construct amenities such as pools, hot tubs, club houses, restrooms / changing rooms, playgrounds, play equipment, lawn areas, fitness equipment, etc. Such amenities are hereby deemed to be approved uses for the Open Spaces. However, notwithstanding contrary provision of the Open Space Plan or this MDA, the Master Developer has discretion to determine the specific amenities to be constructed within the portion of the Open Space which will be dedicated to and maintained by the HOA and Master Developer's determination not subject to the consent of the County.

8.2.5. Maintenance by HOA and Future Annexation. The HOA will, initially, maintain portions of the Open Space which are dedicated to the County and open to the public, as shown on page 1 of the Open Space Plan if the County is unwilling or unable to do so; provided, however, if the Project is annexed into any municipality, such municipality will be deemed to have accepted all obligations and expenses related to the maintenance and upkeep of any portions of the Open Space which have been dedicated to the County and are open to the public. Any such portions of the Open Space will be deemed to be transferred to an annexing municipality upon completion of the annexation process. Notwithstanding the foregoing, in the case of landscape maintenance of detention basins by the HOA, the County will nevertheless be responsible for maintenance of stormwater collection boxes and the applicable stormwater infrastructure.

8.2.6. Trails. The trails within the Project will be consistent with the Open Space Plan. Master Developer shall provide the right of way for future trails with connections to adjacent properties generally consistent with the Open Space Plan. Nevertheless, the location of the connection to adjacent properties will be left to Master Developer's sole discretion; provided, however, the trails shall have at least one connection that extends east/west across the entire Property, and at least one such north/south connection across the entire Property. Nothing in this MDA will prevent Master Developer from constructing more trails than are shown on the Open Space Plan for the portion of the Open Space to be dedicated to, owned by, and maintained by the HOA.

8.2.7. Modification Based on Site Conditions. The parties recognize and agree that a portion of the Project, including portions intended for Open Space as shown on the Open Space Plan, are encumbered by utility easements including, without limitation, easements for overhead power lines and easements held by Rocky Mountain Power, the Bureau of Reclamation, or another power provider or public utility. The parties agree that the Open Space Plan, or the elements of Open Space shown on the Open Space Plan, may be modified, altered, or eliminated as necessary to comply with the requirements imposed by any utility provider or other person or entity holding rights under any such utility easements. Additionally, to the extent site conditions such as groundwater levels, soil conditions, etc., make it impracticable to construct where or how planned any Open Space improvements as envisioned by the Open Space Plan, or any water detention or water retention facilities envisioned by the Drainage Plan or a Final Plat, such improvements may be modified and / or relocated as reasonably necessary to address such site conditions.

8.3. **Dedication and Ownership of Open Space**. The Open Space Plan will designate those portions of the Open Space which will be dedicated to, owned by, and maintained by the County or, as applicable, an annexing municipality or other public agency, and those portions of the Open Space which will be dedicated to, owned by, and maintained by an HOA. Any portion of the Open Space shown on the Open Space Plan which is intended to be dedicated to the County will be transferred by a dedication pursuant to Final Plat recordation for public use, and such Open Space may be dedicated in Phases at the

sole discretion of Master Developer. The HOA may elect to allow public use the portions of the Open Space which is dedicated to the HOA at the sole discretion of the HOA. Without limiting the foregoing, the HOA will have no obligation to provide access to pools, clubhouses, or any other portion of the Open Space owned and maintained by the HOA. Dedication of any Open Space to the County will be by Final Plat recordation or deed which shall be at no cost to the County and without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of such Open Space by the public.

8.4. **Reporting and Tracking of Open Space.** As part of the review and approval of any Development Application, any Open Space, Pocket Park, or trail either inside or adjacent to the Parcel which is included in the scope of the Development Application shall be depicted as set forth in Section 8.2.1.

8.5. **Maintenance Standards.** Any Open Space dedicated to, and owned by, the HOA will be maintained according to commercial reasonable standards; provided, however, that any such maintenance standards shall not be required to exceed the standards which the County employs in connection with Open Space dedicated to, and owned by, the County. The County, and any annexing municipality or agency, will maintain the Open Space for which it is responsible in accordance with the same standards required of the HOA. In the event of a failure to provide maintenance to the standards required in this Section 8.5, the other party will have the right to perform such maintenance and recover the cost of doing the same from the defaulting party.

8.6. **Tax Benefits.** The County acknowledges that Master Developer and/or a Sub-Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or trails to the County or to a charitable organization. Master Developer and/or Sub-Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer and/or Sub-Developer by reason of the foregoing. The County shall reasonably cooperate with Master Developer and/or Sub-Developer to the maximum extent allowable under law to allow Master Developer and/or Sub-Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.** Certain components of the Project Infrastructure which Master Developer will construct for the Project, specifically the right of way improvements, are set forth on the plan for Project Infrastructure (“**Infrastructure Plan**”) which is attached hereto as **Exhibit G** and as otherwise required under the County’s Vested Laws.⁴ All Project Infrastructure will be constructed in accordance with the standards and specifications set forth in the County’s Vested Laws except as follows: (a) roads within the Project will be constructed pursuant to the road standards for Project (“**Road Standards**”) which are attached hereto as **Exhibit I**; and (b) the trails within the Project, location and cross-sections, will be generally consistent with Open Space Plan.

9.1. **System Improvements.** The parties agree that any portions of the Project Infrastructure which Master Developer constructs and which provides capacity in excess of what is necessary for the Project will be considered “system improvements” as that term is used in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq., and that Master Developer will be entitled to reimbursement for the cost of designing and constructing all system improvements whether or not designated as such on the Infrastructure Plan. The parties also agree that those trails within the Project which provide regional connectivity with other trail systems in the vicinity of the Project and other Open Space improvements which are sized to serve the larger community (not just the Project) and are system improvements. The foregoing will control regardless of whether any such trail or Open Space improvement is shown on the Open Space Plan as impact fee eligible. Other portions of the Open Space are also system improvements and eligible for reimbursement unless such portions of the Open Space are owned and maintained solely by the HOA for the Project. Any system improvements which are constructed by Master Developer will be eligible for reimbursement from the County upon completion of the same by Master Developer and acceptance of the same by the County. The reimbursement for the cost of designing and constructing such system improvements will be payable in cash to Master Developer, including with sequestered impact fees, as defined below. However, Master Developer may, at Master Developer’s sole discretion, elect to receive

⁴ Because the planning for the Project is still ongoing, the Infrastructure Plan does not identify the complete scope of Project Infrastructure which will be constructed within the Project.

such reimbursement in the form of credits against the payment of Impact Fees that would otherwise be payable in connection with any Development Application (“**Impact Fee Credits**”). Any Impact Fee Credits which Master Developer elects to receive may be used by Master Developer or assigned to third-parties at Master Developer’s election. If any portion of the system improvements are not currently included on the County’s current Impact Fees Facilities Plan (“**IFFP**”), the County agrees to amend its IFFP to include such system improvements or adopt a separate IFFP to address such system improvements. Nevertheless, the County’s failure to do so will not affect the County’s obligation to reimburse Master Developer according to the terms of this section, it being agreed that the County’s obligations set forth herein are contractual.

9.2. **Impact Fees.** The County agrees that any Impact Fees paid to the County in connection with Development Applications for the Project will be sequestered in a separate account and may be distributed to Master Developer to fund construction of applicable system improvements or may be distributed to Master Developer as part of the County’s obligation to reimburse Master Developer for any applicable system improvements already constructed by Master Developer which relate to the nature of such Impact Fees. If any municipality annexes the Project, then when such annexation takes effect any sequestered Impact Fees then held by the County pursuant to this section will be released to Developer. If the Project is annexed into any municipality which collects additional impact fees not collected by the County but which are applicable to the Project (including, without limitation, Impact Fees for parks) such municipality will sequester such fees and make them available to Master Developer as provided above. For the avoidance of doubt, and by way of example, if impact fees applicable for roadway improvements are collected with respect to Development Applications for the Project, such fees shall be sequestered and shall be immediately available to reimburse Master Developer for the costs of designing and constructing system improvements.

9.3. **On-Site Infrastructure.**

9.2.1. Installation and Construction of On-Site Infrastructure. Master Developer and/or

Sub-Developer shall design and construct or cause to be constructed and installed all portions of the On-Site Infrastructure shown on the Infrastructure Plan pursuant to the standards set forth in the County's Vested Laws; provided that the roads will be constructed pursuant to the Road Standards and trails will be consistent with the Open Space Plan.

9.2.2. Financing of Project Infrastructure. Master Developer and/or Sub-Developer will construct the On-Site Infrastructure and Off-Site Infrastructure; provided, however, that the cost of designing and constructing any system improvements will be reimbursable as provided in Section 9.1 of this MDA whether or not so designated on the Infrastructure Plan attached hereto as **Exhibit G**. Nothing herein shall prohibit or restrict Master Developer from entering into private agreements with Sub-Developers regarding the allocation of costs of Project Infrastructure among multiple Sub-Developers of the Property. To assist in funding the cost of the Project Infrastructure that is the responsibility of Master Developer and/or a Sub-Developer, the County shall, at the request of Master Developer and/or a Sub-Developer, cooperate in applying for, facilitating the creation of, or otherwise obtaining the following: (a) one or more Public Infrastructure Districts under Title 17D of the Utah Code; (b) one or more Community Development Projects and/or Economic Development Projects under Title 17C of the Utah Code; (c) one or more Basic Local Districts under Title 17B of the Utah Code; (d) one or more Assessment Areas under Title 11, Chapter 42 of the Utah Code; (e) development, infrastructure, or project grants provided by any local, interlocal, state, or federal entity or agency; and/or (e) other reasonable financing mechanisms requested by Master Developer and/or a Sub-Developer. The foregoing will not preclude Master Developer from seeking to annex the Project into the Taylor West Weber Park District, or any other applicable local district, and receiving any benefits, contributions, impact fees, etc., which such district may provide to the Project.

9.2.3. **No Additional Off-Site Infrastructure Requirements.** Except as permitted pursuant to the County's Vested Laws or as shown on the Infrastructure Plan attached hereto as **Exhibit G**, the County shall not, directly or indirectly in connection with a Development Application: (a) charge Master

Developer, its affiliates or successors, Sub-Developers or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure; or (b) require any the construction or installation of any additional Off-Site Infrastructure.

9.4. **Water.** Master Developer shall be responsible to work with applicable culinary and secondary water providers or service districts to obtain a statement from such providers or districts committing to provide water service to the Property (each, a “**Will Serve Letter**”). Master Developer will provide copies of all applicable Will Serve Letters to the County prior to the County approving any Applications for building permits for the Project. Master Developer and any Sub-Developers shall not be required to dedicate or convey any water to the County or to pay to the County any fee, charge or assessment related to acquiring or providing such water. Notwithstanding any contrary provision of this MDA, the County will have no obligation to reimburse Master Developer for any system improvements which are dedicated to, owned by, and maintained by, culinary and secondary water providers or service districts that have provided Will Serve Letters for the Project.

9.5. **Project Discharge of Stormwater.** The County’ acknowledges and agrees that the Property has historically discharged stormwater into the drainage slough which runs south to north and which borders the Property on the eastern edge of the Property in a location shown on the Drainage Plan attached hereto as **Exhibit J (“Existing Drainage Slough”)**. The parties acknowledge that the Existing Drainage Slough retains sufficient capacity for the expected discharge needs of the Project and the Project Infrastructure will include designs to conduct excess storm water from the Project into the Existing Drainage Slough. The Master Developer agrees to provide adequate detention within the Project to not exceed historical flows of irrigation and storm runoff into the Existing Drainage Slough. The release rate from the Project will not exceed 0.1 cubic feet per second (CFS) per acre. The County agrees to cooperate with Master Developer’s efforts to obtain any third-party consents necessary to discharge stormwater into the Existing Drainage Slough including, without limitation, by asserting on behalf of Master Developer the right for the Project to discharge stormwater into the Existing Drainage Slough consistent with this Section

should any municipality assert the right to regulate the flows into, or related to, the Existing Drainage Slough.

9.6. **Roads and Road Standards.** As shown on Exhibit G, all 66' wide and 83' wide right of ways within the Project, as well as the signalized intersection at 2600 North Street ("SR 134"), are system improvements and eligible for reimbursement. Notwithstanding any contrary provision of this MDA, including the Road Standards attached as Exhibit I, the parties agree that the following deviations will be permitted on the terms set forth herein.

9.6.1. Three-Quarter Roads. Three-quarter ($\frac{3}{4}$) width streets (see Exhibit I) are temporarily permitted within the Project on the streets designated as "83' Right-of-way" or "Collector" as labeled on Exhibit I (collectively, such streets being "Collector" streets) subject to the terms and conditions of this Section 9.6.1. Three-quarter ($\frac{3}{4}$) width streets are permitted only a plat-by-plat basis and only if one side of such Collector street is then being developed. Notwithstanding any contrary provision of this MDA or of the County's Vested Laws, the Master Developer may post a surety bond or a letter of credit as a completion assurance, as provided under Utah Code § 10-9a-604.5, for the uncompleted portion of the Collector street. In the event Master Developer elects to construct three-quarter ($\frac{3}{4}$) roads, Master Developer will nevertheless be required to submit engineering for the full width of such Collector streets (TBC to TBC) in connection with the application for the applicable Preliminary Plat. If required to accommodate drainage, Master Developer will be required to install stormwater collection boxes on the uncompleted side of the Collector street across from the corresponding stormwater collection box on the completed side of the Collector street. In addition to stormwater collection boxes, the County may require Master Developer to install fire hydrants on the uncompleted side of the Collector streets as necessary to accommodate legitimate fire safety concerns. The Collector streets adjacent to development shown on any Final Plat may remain three-quarter ($\frac{3}{4}$) width until the earlier of: (a) two (2) years after the completion of the portion of the Collector street adjacent to such Final Plat is completed; or (b) a Final Plat for development of lots on the opposite side of, and adjacent to, such Collector street is approved, at which time installation of the entire road cross section for such portion of the Collector will be completed with the normal sequencing of the

infrastructure installation. The foregoing clause (a) will not apply to portions of the Collector street adjacent to any commercial portion of the Project; provided, however, that when a connection to SR 134 is required for secondary access under the County's Vested Laws, the first one hundred feet (100') of a Collector street extending north from SR 134 will be built to full width regardless of the timing of adjacent development. If any portion of the Collector streets is not completed to full width within the timeframe identified in clause (a) or (b) above, then at such time Master Developer will post the completion assurance for the remaining ¼ width of such portion of the Collector as provided herein. The warranty period for any portion of the Collector streets will only commence once such portion is completed to full width.

9.6.2. Traffic Circles. When only two access points to a traffic circle (“**Roundabout**”) are needed to accommodate the then-current access demands (while the Project is being constructed), such Roundabout can temporarily be built as a partial Roundabout (see Exhibit I). Once a third access point is needed on the Roundabout to accommodate future Phases, then the entirety of the Roundabout must be constructed.

9.6.3 Subject to Change. Notwithstanding any contrary provision of this MDA, until platted, the configuration of any interior roads, streets, or other traffic devices is subject to modification based on revisions to the Project layout made in connection with the Preliminary Plat and Final Plat for such portion of the Project.

9.6.4 Access to SR 134. The parties recognize and agree that SR 134 is or may become a “limited access” right of way and that locations of access thereto are subject to approval by UDOT. Master Developer may alter or modify the configuration of any access point to SR 134 as necessary to comply with any requirements imposed by UDOT.

10. Cable TV/Fiber Optic/Data/Communications Service. To the extent conduits are not provided as part of the Project Infrastructure, subject to all applicable Federal and State laws, Master Developer and/or a Sub-Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project and underneath any public streets at no expense to the County. In such an event, the County agrees not to charge Master Developer and/or Sub-Developer any fees or costs associated

with the installation of such conduits and cable, including any fees associated with permits or the County's approval. Any and all conduits, cable, lines, connections and lateral connections (except for conduit installed for public utilities, such as power, natural gas, culinary water, and sanitary sewer, that are installed as part of the portions of the Project Infrastructure, which will be owned by the County) shall remain the sole and exclusive property of Master Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines, conduits, connections and laterals are installed may be dedicated to the County, and Master Developer hereby reserves an easement on, through, over, across, and under such publicly dedicated right-of-way for such conduits and cables. Master Developer or any Sub-Developer may contract with any data/communications/cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The County may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State Law.

11. **CC&Rs**. The Homeowners Association(s) shall be responsible for the implementation and enforcement of the CC&Rs and the Design Standards. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the County; provided, however, no such amendment which violates this MDA will be effective without the written consent of the County. Other than building permits issued to Master Developer, which will not require certification by the HOA, prior to the issuance of any building permits for residential, business, commercial or recreational uses, but excluding infrastructure, the design review committee ("**DRC**") established by the CC&Rs shall certify to the County that the proposed permit complies with the Design Standards. The County will have no duty or obligation to enforce any provisions of the CC&Rs or the Design Standards.

12. **Payment of Fees**. Master Developer and/or a Sub-Developer shall pay to the County all fees, including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees. Such fees shall be in amounts specified in the County's Vested Laws, or, as applicable the County's Future Laws.

However, the timing of the imposition and collection of such fees shall be governed by the County's Vested Laws.

13. **Construction Standards and Requirements.**

13.1. **Building and Grading Permits.** No buildings or other structures shall be constructed within the Project without Master Developer and/or a Sub-Developer first obtaining building permits. Master Developer and/or a Sub-Developer may apply for and obtain a grading permit following preliminary approval by the Planning Commission of a Commercial Site Plan or a Preliminary Plat if Master Developer and/or a Sub-Developer has submitted and received approval of a site grading plan from the County Engineer. All such permits will be issued if Master Developer and/or a Sub-Developer comply with the terms of this MDA and the County's Vested Laws.

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

14. **Provision of Services Until Annexation.** The County shall provide all County services to the Project that it provides from time-to-time to other residents and properties within the unincorporated portions of County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County. Upon annexation of the Project into any municipality, the County will only provide those services which it provides to residents and properties within incorporated municipalities.

15. **Default.** Before any party will be deemed to be in Default under the terms of this MDA, the party asserting a default will give written notice of the alleged Default ("**Notice of Default**") pursuant to Section 15.1 and Section 15.2, and the defaulting party will have the opportunity to cure the same. The Cure Period

for administrative Defaults is set forth in Section 15.3. An exception to the requirement for a Cure Period for emergency defaults is set forth in Section 15.4. A meet and confer process available in certain circumstances is set forth in Section 15.5. The public process required before the County imposes remedies for an alleged default is set forth in Section 15.6. The remedies available to the parties for an uncured Default are set forth in Section 15.7.

15.1. **Notice.** If Master Developer or a Sub-Developer or the County fails to perform their respective obligations hereunder or to comply with the terms hereof or otherwise materially breaches this MDA, the party believing that a Default has occurred shall provide a Notice of Default to the other party. If the County believes that the Default has been committed by a Sub-Developer, then the County shall also provide a courtesy copy of the Notice of Default to Master Developer.

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

(a) **Claim of Default.** Specify the claimed event of Default and describe all facts describing or supporting the allegation of Default.

(b) **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that the defaulting party is alleged to have breached or failed to comply with.

(c) **Specify Nature of Default.** Identify whether the Default is claimed to be administrative or substantive. For purposes of this MDA, the following constitute an administrative Default: (i) the failure to pay any sums when the same are due under the terms of this MDA; (ii) the failure to approve a Development Application within the timeframe required by this MDA. For purposes of this MDA, a substantive Default is any other material breach of the parties' obligations under this MDA.

15.3. **Cure Period.** After receipt of any Notice of Default, the defaulting party will have the period set forth in this paragraph ("**Cure Period**") within which to cure the alleged Default before the non-defaulting party can exercise remedies under Section 15.7. For an administrative Default, the Cure Period

will be five (5) business days. For a substantive Default, the Cure Period will be sixty (60) days; provided, however, that if any substantive Default cannot be reasonably cured within sixty (60) days, then the Cure Period shall be extended so long as the defaulting party commenced a cure within such sixty (60) days and is pursuing a cure with reasonable diligence.

15.4. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Commissioners find on the record at a duly noticed public meeting that a default presents an imminent risk to public health or safety, and that any delays in imposing a remedy for such a default would exacerbate risks to public health or safety, then the County may impose the remedies of Section 15.7 without satisfying the requirements of Section 15.5 or Section 15.6. The County shall give Notice to the Master Developer and/or any applicable Sub-Developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-Developer shall be allowed to address the Commissioners at that meeting regarding the claimed emergency Default.

15.5. **Meet and Confer for Substantive Defaults.** If the Notice of Default identifies a substantive Default, and the party receiving a Notice of Default believes that no facts giving rise to a Default have occurred, then prior to the expiration of the Cure Period such party may provide to the other party written notice that allegations of Default are disputed (“**Notice of Dispute**”). Upon delivery of a Notice of Dispute, the parties shall engage in the “Meet and Confer” process consistent with Section 6.7 with respect to the allegations of Default. Upon delivery of a Notice of Dispute, neither party will be entitled to exercise remedies for the alleged Default unless the parties have engaged in the Meet and Confer process, no resolution has occurred, and the alleged Default remains uncured.

15.6. **Public Meeting.** Except as otherwise provided in this MDA, before any remedy in Section 15.7 may be imposed by the County: (a) the party allegedly in Default shall be afforded the right to attend and present evidence at a public meeting before the Commissioners and address the claimed Default. The Commissioners must find, on the record, that a default has occurred, and that the County is authorized to pursue one of the remedies set forth in Section 15.7.

15.7. **Remedies.** If the defaulting party has not cured the alleged default within the Cure Period, or the parties are not able to resolve the alleged default by the “Meet and Confer” process, then the parties may exercise any of the following as the parties’ exclusive remedies:

15.7.1. Legal Remedies. The rights and remedies available at law and in equity, including injunctive relief and specific performance, including monetary damages which may be asserted before a court or in binding arbitration as provided in Section 15.9.

15.7.2. Development Applications. If the Default is on the part of the Master Developer or a Sub-Developer, then the County may, notwithstanding Section 6.3, withhold approval for any Development Applications submitted by such defaulting party which pertain or relate to the same facts or conduct which gave rise to the Default. However, no approvals may be withheld with respect to any other Development Applications, including Development Applications submitted by any non-defaulting party.

15.7.3. Self-Help. In the event of a Default by the County, to the extent possible, Master Developer and/or Sub-Developer shall perform the County’s obligations. In such an event, the County shall reimburse Master Developer and/or Sub-Developer for the costs incurred associated with the performance of the County’s obligations within ten (10) days after written demand. If the County fails to reimburse Master Developer and/or Sub-Developer within such ten (10) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the County to Master Developer and/or the Sub-Developer is not paid within ninety (90) days after such amount is due, Master Developer and/or the Sub-Developer shall have the right to exercise any remedies available under this MDA, at law or in equity against the County.

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

15.8. **Sub-Developer Default.** Notwithstanding any contrary provision of this MDA, no default on the part of a Sub-Developer with respect to the Phase being developed by such Sub-Developer will be deemed a default on the part of Master Developer or any other Sub-Developer. In the event of a default on

the part of a Sub-Developer, the County will have no right to exercise any of the rights available under Section 15.7 with respect to Master Developer or any other Sub-Developer.

15.9. **Binding Arbitration.** In the event of any dispute regarding the interpretation or enforcement of this MDA, including an action for remedies set forth in Section 15.7 if the conditions for asserting such remedies have been satisfied, the parties may elect to pursue binding arbitration under the auspices of the American Arbitration Association (“AAA”). Likewise, if any party elects to pursue a claim in court, the other party may compel arbitration with the AAA pursuant to this provision. In any such proceeding, the parties agree that the AAA’s commercial arbitration and mediation rules will apply. The parties further agree that notwithstanding the dollar amount of any claim, the AAA’s expedited procedures (rules E-1 through E-10) will apply to the fullest extent possible. The parties will select a single arbitrator whose decision in the matter or matters presented will be final. If the parties cannot agree on an arbitrator, the parties will each select a third-party delegate who is a licensed member of the Utah State Bar, and those delegates will jointly select the single arbitrator. The parties agree that the venue for any arbitration will be Weber County or Salt Lake County, State of Utah.

15.10. **Zoning Upon Termination.** If this MDA is terminated as to the Project based on an uncured default by the Master Developer, or any portion of the Project based on an uncured default by a Sub-Developer, then the zoning applicable to that portion of the Project will revert to the zoning which existed prior to the date of this MDA as to any future development within the Project.

16. **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: JDC Community, LLC
C/O Nilson Land Development, LLC
1493 E. Ridgeline Drive, Suite 250
Ogden, Utah 84405

With a copy to: Kirton McConkie
Attn: Loyal C. Hulme
50 E. South Temple Street, Suite 400
Salt Lake City, Utah 84111

To the County: Weber County
Attn: Planning & Zoning Department
2380 Washington Blvd., Suite 240
Ogden, Utah 84401

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

16.1.1. Physical Delivery. Its actual receipt if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice.

16.1.2. 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 as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice.

16.1.3. Mail Delivery. On the day, the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

17. **Administrative Actions.** Modifications to certain components of this MDA may be made through administrative action as set forth below. Any modification made by the administrative process will not affect or alter any other component, term, or provision of this MDA.

17.1. **Allowable Administrative Actions.** The following actions and modifications to this MDA may be considered and approved by the Administrator and shall be approved if not materially detrimental to the purposes of this MDA.

17.1.1. Infrastructure. Modification of the location and/or sizing of the Project Infrastructure that does not materially change the functionality of the Project Infrastructure.

17.1.2. Rights-of-Way. Right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right of way.

17.1.3. Design Standards. Modifications of the Design Standards. The parties understand that market conditions may change over the term of this MDA and should Master Developer propose modifications to Design Standards to respond to market conditions, the Administrator will not unreasonably refuse such modifications absent a compelling countervailing County interest.

17.1.4. Technical Edits. Minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose.

17.1.5. Building Permits. The issuance of Building Permits.

17.1.6. Open Space. The configuration and phasing of any portion of the Open Space. Except with respect to the listed Administrative Actions described above in this Section 17.1, all other reviews, actions, approvals, and/or consents with respect to a Development Application concerning a portion of the Property shall be deemed and considered Material Actions and shall be processed in accordance with the County's Vested Laws and this MDA.

17.1.7. Legal Description. Modifications to the legal description of the Property, including, without limitation, to respond to any survey or resurvey of the Property.

17.1.8. Zoning Plan. Minor modifications to the Zoning Plan, attached as Exhibit C, in connection with the recordation of a Final Plat when the locations of roads or other physical landmarks dividing various zoning designation areas are determined.

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

17.2.1. Administrator's Review of Administrative Action. The Administrator shall consider and decide upon all applications for Administrative Action within 30 days of the filing of such application.

17.2.2. Notification Regarding Administrator's Disapproval. If the Administrator intends to disapprove any Administrative Action, the Administrator shall notify the Master Developer in writing of the proposed disapproval.

17.2.3. Appeal of Administrator’s Denial of Administrative Action. If the Administrator denies any proposed Administrative Action, the Applicant may appeal the denial and process the proposed Administrative Action as a Modification Application. On appeal, the Commissioners shall evaluate the application as provided in this Section 17.

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

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

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

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

18.2.2. Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

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

18.2.4. Map. Provide a map of any affected property and all property within three hundred feet (300’) showing the present or Intended Uses and density of all such properties.

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

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

18.4.1. 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 in light of the nature and/or complexity of the Modification Application.

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

18.5. **Commissioners' 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 Commissioners shall consider the Modification Application.

18.6. **Commissioners' Denial of Modification Applications**. If the Commissioners do not approve the Modification Application, the Commissioners shall provide a written explanation advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Modification Application is not consistent with the intent of this MDA and/or the County's Vested Laws.

18.7. **Meet and Confer Regarding Modification Applications**. The Commissioners and Master Developer shall meet within fifteen (15) business days of any denial to resolve the issues presented by the Modification Application and any of the Commissioners' concerns.

19. **Estoppel Certificate**. Upon fifteen (15) business days' prior written request by Master Developer or a Sub-Developer, the County will execute an estoppel certificate to any third party seeking to purchase all or a portion of the Property or lend funds against the same in a form reasonably acceptable to Master Developer and/or a Sub-Developer certifying that Master Developer or a Sub-Developer, as the case maybe, at that time is not in default of the terms of this MDA.

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

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

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

23. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer as provided herein.

23.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, Sub-Developers, or homeowners shall not be deemed to be an "assignment" unless specifically designated an assignment by Master Developer.

23.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this Section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.

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

23.4. **Approval.** Master Developer may assign the rights and obligations hereunder without the County's consent to any person or entity who agrees in writing to assume such rights and obligations. Any

other assignment must be approved by the County. Unless the County objects in writing within twenty (20) business days the County shall be deemed to have approved of and consented to the assignment.

23.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

23.6. **Grounds for Denying Assignment.** When the County's consent is required, the County may only withhold its consent if the County is not reasonably satisfied of the assignee's ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the County to accept an assignment shall be subject to the "Meet and Confer" process consistent with Section 6.7.

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

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

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

26. **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.

27. **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; pandemics, acts of nature, drought (including weather conditions that delay or prevent the installation of certain landscaping), governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

29. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the County, and Master Developer each shall designate and appoint a representative to act as a liaison between the County and its various departments and Master Developer. The initial representative for the County shall be the Administrator and the initial representative for Master Developer shall be Bryan Bayles. The parties may change their designated representatives by written Notice.

30. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

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

32. **Venue.** Any action to enforce this MDA shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

33. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land.

34. **Authority.** The parties to this MDA each warrant that they have all the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the Chair of the County

Commissioners for the County is affixed to this MDA lawfully binding the County pursuant to ~~Resolution~~ ^{Ordinance}

No. 2022-31 adopted by the County on Dec. 20th, 2022.

[Signatures Follow]

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

Master Developer:

JDC Community, LLC,
a Utah limited liability company

By: [Signature]

Its: Member

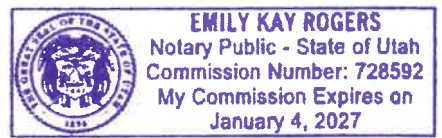
Date: 8/11/2023

State of Utah)
 ss.
County of Weber)

The foregoing was acknowledged before me this 11 day of August, 202~~2~~³, by Jed Nilson,
the Member of JDC Community, LLC, a Utah limited liability company.

[Signature]

Notary Public



Weber County Commission

By: [Signature]
Chairman

Date: 8/21/23

Attest: [Signature]

County Clerk



This MDA is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

County Attorney:



Date: 22 Dec 2022

OWNER: Pacific Landing V, LLC

By: 

Name: SCOTT NIELSEN

Title: MANAGER

State of Utah)
 ss.
County of Weber)

The foregoing was acknowledged before me this 24th day of January, 2023 by Scott Nielsen,
as Manager of Pacific Landing V, LLC.



Notary Public

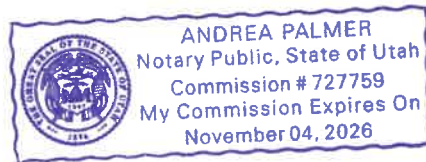


TABLE OF EXHIBITS

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Table of Definitions
<u>Exhibit C</u>	Zoning Plan
<u>Exhibit D</u>	Village Plan
<u>Exhibit E</u>	Approval Process
<u>Exhibit F</u>	Design Standards
<u>Exhibit G</u>	Infrastructure Plan
<u>Exhibit H</u>	Open Space Plan
<u>Exhibit I</u>	Road Standards
<u>Exhibit J</u>	Drainage Plan
<u>Exhibit K</u>	County's Vested Laws
<u>Exhibit L</u>	Development Report

EXHIBIT A

(Legal Description of Property)

TRW
August 25, 2023
9872 JDC Ranches

Updated JDC Overall

A parcel of land, situate in the South Half of Section 27 and the North Half of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Weber County, Utah. Being more particularly described as follows:

Beginning at Northeast Corner of a Utah Power and Light Parcel (Parcel No. 19-036-0029 in Book 1251, Page 0603) also being on a southerly line of Utah Power and Light Parcel (Parcel No. 19-021-0036 in Book 1221, Page 0823) said point being South 00°31'08" West 4619.87 feet along the Section Line and South 89°28'52" East 2008.49 feet from the Northwest Corner of said Section 27 and running thence along the southerly and easterly lines of the Utah Power and Light Parcel (19-021-0036) the following four (4) courses and distances:

- 1) South 87°42'22" East 161.98 feet;
- 2) North 00°55'47" East 801.75 feet;
- 3) North 89°04'13" West 161.87 feet;
- 4) South 00°55'47" West 90.75 feet to the northerly line of that parcel described in Entry No. 2437587;

thence around said parcel the following two (2) courses and distances:

- 1) North 89°06'54" West 335.86 feet;
- 2) South 01°33'08" West 701.35 feet to a point on the northerly line of Diamond E Subdivision Phase 1 1st Amended;

thence North 88°05'12" West 328.71 feet along and beyond said northerly line;

thence North 88°30'04" West 328.71 feet;

thence North 01°39'01" East 1374.44 feet to the southerly line of that parcel described in Entry No. 2508320;

thence South 88°32'49" East 319.15 feet along said southerly line;

thence South 88°06'55" East 634.76 feet Homesteads Subdivision to the Southwest corner that Utah Power and Light Parcel (Book 1337, Page 0677);

thence along the southerly and easterly boundary of said Utah Power and Light Parcel the following two (2) courses and distances:

- 1) South 89°33'21" East 347.53 feet;
- 2) North 00°12'07" West 678.55 feet to the southerly line of West Park Village Phase 1;

thence along the southerly lines of West Park Village Phase 1 and Phase 2 the following five (5) courses and distances:

- 1) South 88°25'54" East 197.21 feet;
- 2) South 87°38'03" East 188.60 feet;
- 3) South 88°55'08" East 230.48 feet;
- 4) South 01°04'56" West 105.00 feet;
- 5) South 88°27'26" East 755.00 feet;

thence South 88°37'51" East 1513.70 feet to the East line of Section 27;

thence South 00°30'30" East 2593.65 feet along said East line;

TRW
August 25, 2023
9872 JDC Ranches

thence South 00°04'39" West 44.38 feet to the northerly right-of-way of 2700 North Street (curves to 2600 North Street);

thence along said northerly right-of-way the following eight (8) courses and distances:

- 1) southwesterly 283.06 feet along the arc of a 1233.00-foot radius non-tangent curve to the left (center bears South 29°17'54" East and the long chord bears South 54°07'30" West 282.44 feet with a central angle of 13°09'12");
- 2) southwesterly 68.36 feet along the arc of a 749.80-foot radius curve to the left (center bears South 42°27'06" East and the long chord bears South 44°56'11" West 68.34 feet with a central angle of 05°13'26");
- 3) South 42°19'27" West 201.16 feet;
- 4) southwesterly 42.24 feet along the arc of a 697.50-foot radius non-tangent curve to the right (center bears North 47°39'30" West and the long chord bears South 44°04'35" West 42.23 feet with a central angle of 03°28'10");
- 5) westerly 530.60 feet along the arc of a 683.85-foot radius non-tangent curve to the right (center bears North 43°03'39" West and the long chord bears South 69°10'02" West 517.39 feet with a central angle of 44°27'21");
- 6) North 89°22'50" West 393.33 feet;
- 7) North 89°30'02" West 391.83 feet;
- 8) North 89°32'58" West 76.70 feet;

thence North 00°58'33" East 280.28 feet;

thence northerly 94.86 feet along the arc of a 126.79-foot radius non-tangent curve to the left (center bears North 86°58'34" West and the long chord bears North 18°24'32" West 92.66 feet with a central angle of 42°51'55");

thence North 39°55'11" West 14.68 feet;

thence northwesterly 207.86 feet along the arc of an 886.81-foot radius non-tangent curve to the left (center bears South 50°04'27" West and the long chord bears North 46°38'26" West 207.38 feet with a central angle of 13°25'45");

thence North 53°21'41" West 82.93 feet;

thence northwesterly 76.59 feet along the arc of a 430.00-foot radius non-tangent curve to the right (center bears North 36°38'18" East and the long chord bears North 48°15'31" West 76.49 feet with a central angle of 10°12'20") to a point of the South line of Section 27;

thence North 89°44'59" West 546.05 feet along said South line;

thence North 88°33'22" West 304.00 feet;

thence North 87°56'07" West 314.77 feet;

thence North 01°26'38" East 690.77 feet to the Point of Beginning.

Contains: 10,285,041 square feet or 236.112 acres.

EXHIBIT B

(Table of Definitions of Terms)

Act means the County Land Use, Development, and Management Act, Utah Code §§ 17-27a-101, *et seq.*, in effect as of the date of this MDA.

Administrative Action means and includes the actions related to this MDA that may be approved by the Administrator as provided in Section 17.

Administrator means the director of the County’s planning department, who is the person designated by the County as the Administrator of this MDA.

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

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

Buildout means the completion of all of the development, including all infrastructure, Residential Dwelling Units, Open Space, trails, and Pocket Parks, on all of the Property for all of the Project.

CC&Rs means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

Code means the portion of the County’s Vested Laws containing the County’s land use regulations adopted pursuant to the Act.

Commercial Site Plan means a plan identifying the use of commercial space included in a Development Application for any portion of the Project with a commercial zoning designation.

Commissioners means the elected County Commissioners of the County.

County means Weber County, a political subdivision of the State of Utah.

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

County Infrastructure means the portion of the Project Infrastructure for which the County is responsible as set forth in this MDA and Infrastructure Plan.

County's Future Laws means the ordinances, policies, standards, procedures and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may be applicable to the Development Application depending upon the provisions of this MDA.

County's Vested Laws means the ordinances, policies, standards and procedures of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, as more particularly described in **Exhibit K**.

Default means an uncured breach of this MDA.

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

Development Application means an application to the County for development of a portion of the Project including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the County required for development of the Project.

Development Report means a report in a form substantially similar to the document attached hereto as **Exhibit L** containing the information specified in Sections 4.3 and 4.4 submitted to the County by Master Developer for the development by Master Developer of any Parcel or Sub-Area.

Development Standards means the standards approved by the County as a part of the County’s Vested Laws controlling certain aspects of the design and construction of the development of Property including setbacks, building sizes, height limitations, parking, and signage, and the design and construction standards for buildings, roadways, and infrastructure.

Dwelling, Short-Term Rental, or Lease means the use, occupancy, rent or lease, for direct or indirect remuneration, of a Residential Dwelling Unit for an effective term of less than thirty (30) days.

Final Plat means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 17-27a-603, and the County’s subdivision ordinance which has been approved by the County, effectuating a Subdivision of any portion of the Property.

Hard Costs means the actual reasonable cost associated with the installation and construction of the Project Infrastructure, including the costs of materials, contractor’s insurance, and contractor’s overhead.

Homeowner Association(s) (or “HOA(s)”) means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

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

Intended Uses means those permitted and conditional which are allowed in applicable zones for the Project, as shown on the Village Plan, or as set forth in the County’s Vested Laws and on the Table of Uses.

Interest Rate means the interest rate of eight percent (8%) per annum.

Master Developer means JDC Community LLC, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

MDA means this Master Development Agreement including all Exhibits.

Modification Application means an application to amend, modify or supplement this MDA (not including those changes which may be made by Administrative Action).

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

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

Off-Site Infrastructure means those items of public or private infrastructure specified in the Infrastructure Plan necessary for development of the Property such as roads and utilities that are not on the site of any portion of the Property. Off-Site Infrastructure may include both “System Improvements” and “Project Improvements” as those terms are defined in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

On-Site Infrastructure means those items of public or private infrastructure as a condition of the approval of a Development Application that are necessary for development of the Property such as roads or utilities and that are located on that portion of the Property which is subject to a Development Application, excluding any Off-Site Infrastructure. On-Site Infrastructure may include both “System Improvements” and “Project Improvements” as those terms are defined in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

Open Space means meaningful areas of the Property or Project that are preserved for open space, trails, playgrounds including Pocket Parks, recreation areas, clubhouses, amenities, pools, tennis or basketball courts, wetland preservation and riparian and forested enhancements, storm water detention areas, natural areas or areas of native vegetation, trails and similar improvements, including parking and access for such amenities. The proposed Open Space for the project is described in greater particularity on **Exhibit H** attached hereto.

Parcel means a Sub-Area of the Project proposed in a Development Application for development of a particular type of Intended Use that is not an individually developable lot.

Phase means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

Planning Commission means the County’s Planning and Zoning Commission established by the Zoning Ordinance.

Pocket Parks means a park or landscaped open space which may have playground equipment and which is intended to serve the residential neighborhood that it is located in. A Pocket Park may be co-located with a storm water detention facility.

Project means the development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Phases, and all of the other aspects approved as part of this MDA including its Exhibits.

Project Infrastructure means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on that portion of the Property which is subject to a Development Application. Project Infrastructure may include both “System Improvements” and “Project Improvements” as those terms are defined in the Utah Impact Fees Act, Utah Code § 11-36a-101 et seq.

Property means the real property subject to this MDA as more fully described in **Exhibit A**.

Residential Dwelling Unit means a unit intended to be occupied for long term residential living purposes whether an attached or detached single family dwelling, a multifamily dwelling, or apartment unit, but does not include hotel rooms or any units within a senior care facility.

Soft Costs means the actual reasonable costs and expenses associated with the design, layout, complete construction documents by an engineer, any engineering or architectural fees or costs, design review fees or costs, legal fees and costs, financing costs, costs of bonds or security, insurance, and the costs of permits and fees associated with the Project Infrastructure.

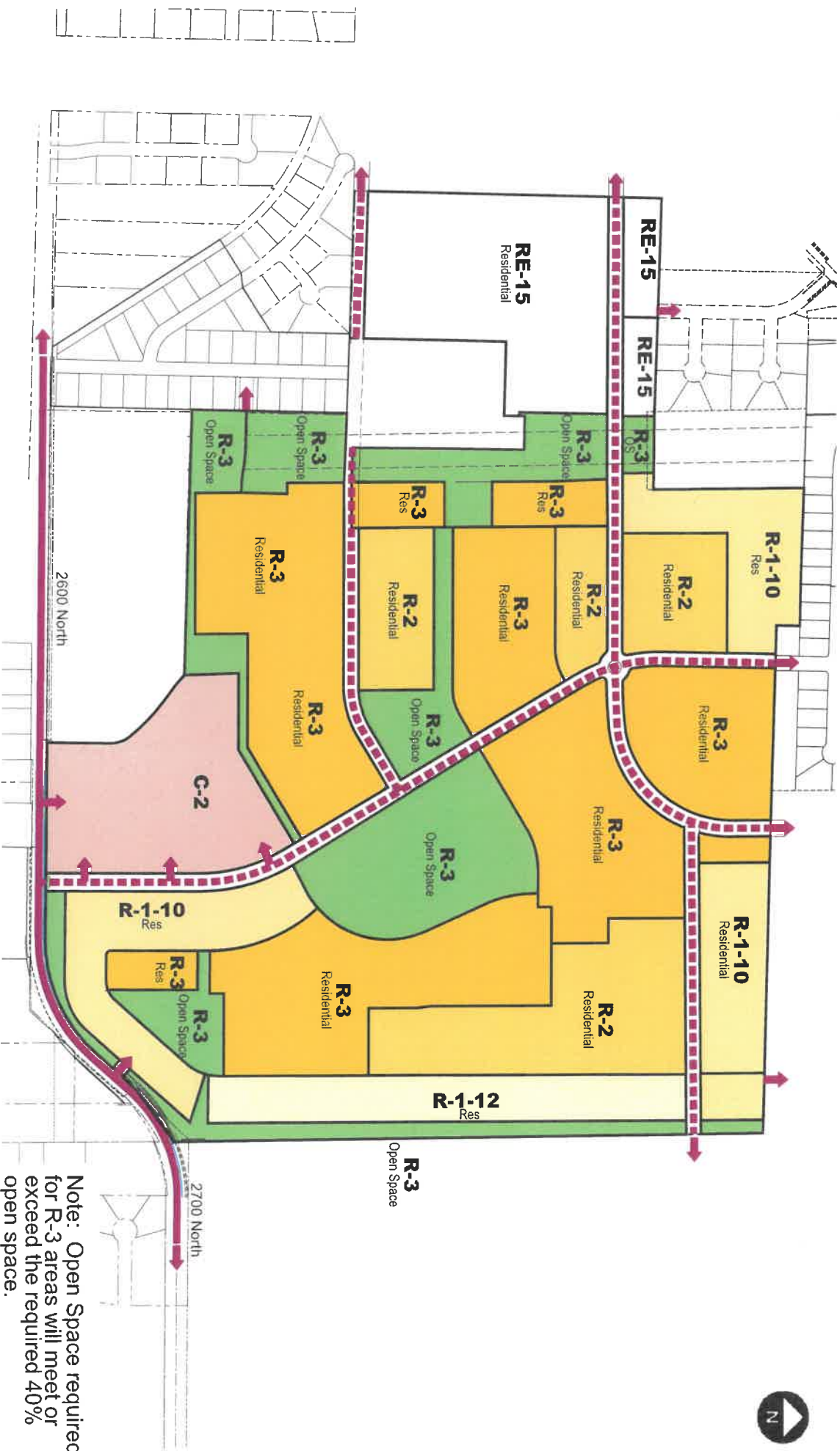
Sub-Area means a portion of the Project designated for future residential development.

Sub-Developer means an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

Subdivision means the division of any portion of the Project into a subdivision pursuant to State law and/or the Code.

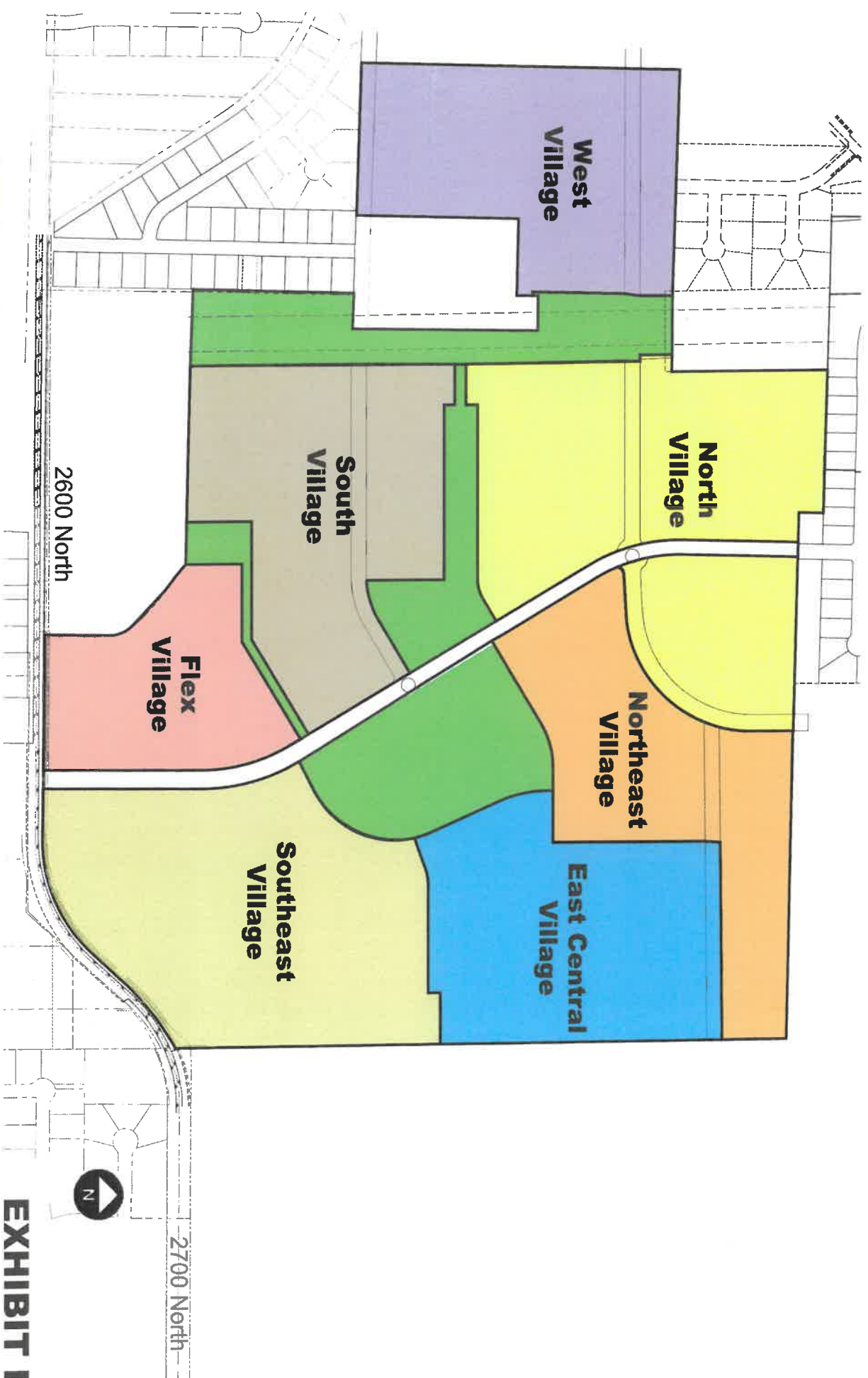
Total Approved Residential Units means the Seven Hundred Twenty-Five (725) Residential Dwelling Units which are entitled to be constructed within the Project. Notwithstanding the foregoing, if the Project is expanded by means of an amendment to this MDA, then any such amendment to this MDA will specify the revised and increased number of Total Approved Residential Units.

EXHIBIT C
(Zoning Plan)



Note: Open Space required for R-3 areas will meet or exceed the required 40% open space.

EXHIBIT D
(Village Plan)



Land Use Table

Village Area	Base Units	Not to Exceed Units	Lot Type 15	Lot Type 12	Lot Type 10	Patio Homes (detached)	Patio Homes (attached)	Cluster Single-family Cottages	Town-homes	Long-term Care Center	Asst'd Living	Flex Village
Southwest	121	140	P	P	P	P	P	P	P	P	P	P
West	37	43	P	P	N	N	N	N	N	P	P	N
East Central	94	109	P	P	P	P	P	P	P	P	P	N
South	201	232	P	P	P	P	P	P	P	P	P	P
Northeast	95	110	P	P	P	P	P	P	N	P	P	N
North	177	204	P	P	P	P	P	P	N	P	P	N
Flex	n/a	n/a	See Design Standards, D-3 "Flex Village Land Uses"									
Total	725											

EXHIBIT E
(Approval Process)

The purpose of this Exhibit is to describe the process for review and approval of all Development Applications necessary for the Project in accordance with the MDA after the MDA is signed and adopted. Substantive standards for approval of Development Applications will be those set forth in this MDA and in the County's Vested Laws.

The parties to the MDA agree that the County hereby adopts the following descriptions and processes for the Project to supplant and replace the current corresponding processes under the County's Vested Laws, but only to the extent these descriptions and processes conflict with the County's Vested Laws.

1. Processes

1.1 Applicability. All Preliminary Plat and Final Plat applications made pursuant to the MDA for the Project shall be reviewed by the County only for conformance with this MDA and, to the extent they apply, the County's Vested Laws.

1.2 Decision Makers. All Preliminary Plat and Final Plat applications shall be reviewed by the Administrator. The Administrator will make recommendations regarding Preliminary Plat applications to the Planning Commission who shall, in turn make a recommendation to the Commissioners which shall be the final decision make for Preliminary Plats. The Administrator shall be the final decision maker for Final Plats applications.

1.3 Application and Review Process. The following process shall govern all Preliminary and Final Plat applications and approvals for the Project under the MDA:

1.3.1 Preliminary Plat

- 1.3.1.1 Have pre-application meeting with planning staff to identify which Phase or portion of the Project that Master Developer or Sub-Developer is applying for.
- 1.3.1.2 Submit application to County staff.
- 1.3.1.3 Staff determines completeness and conducts internal review among agencies for conformance with MDA and the County's Vested Laws.
- 1.3.1.4 Application then reviewed by Administrator who makes a recommendation to the Planning Commission.
- 1.3.1.5 If necessary, before making a recommendation to the Planning Commission, the Administrator may ask the Master Developer or Sub-Developer to make modifications to such application for consistency and conformance with the MDA and the County's Vested Laws and the Master Developer or Sub-Developer re-submits the Preliminary Plat to address Administrator's requested modifications, then Administrator shall make a recommendation to the Planning Commission.
- 1.3.1.6 The Planning Commission will evaluate the Preliminary Plat application for consistency with the MDA and the County's Vested Laws and make a recommendation to the Commissioners.
- 1.3.1.7 The Commissioners will likewise evaluate the Preliminary plat application for consistency with the MDA and the County's Vested Laws and will approve the application unless the County can

document a substantial nonconformity with the MDA or the County's Vested Laws.

1.3.2 Final Plat

1.3.2.1 After receiving approval for a Preliminary Plat, the applicant (either Master Developer or Sub-Developer) then prepares Final Plat and submits to the Administrator for review.

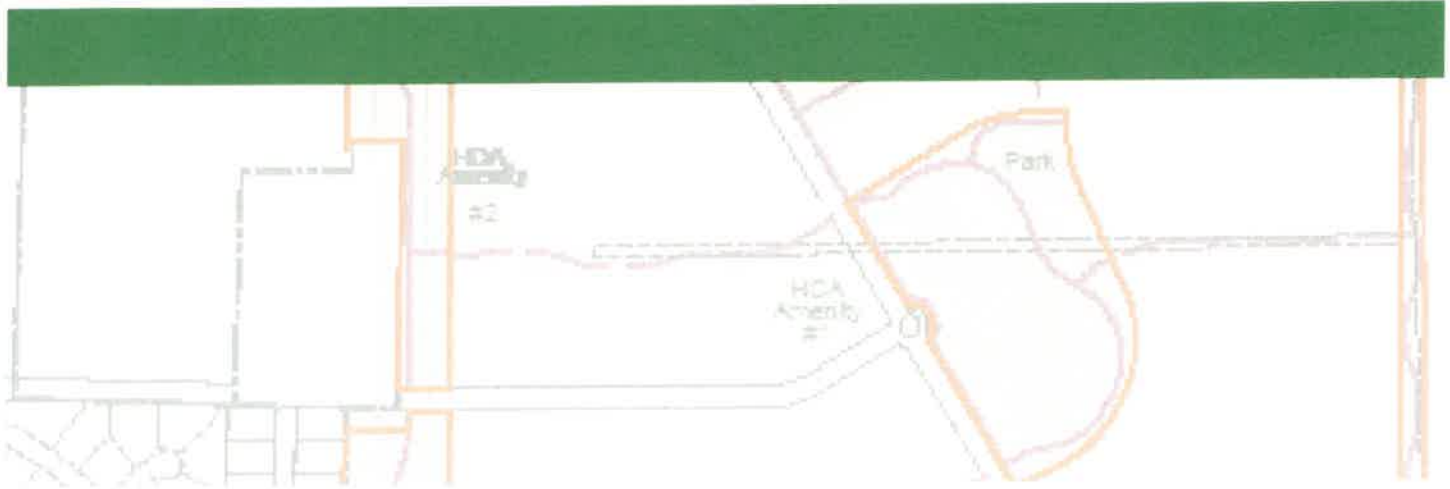
1.3.2.2 The Administrator then reviews and approves the final plat if it conforms with the approved preliminary plat.

1.3.2.3 Master Developer or Sub-Developer finalizes plat in accordance with the Administrator's approval.

1.3.2.4 Master Developer or Sub-Developer then records the plat.

1.3.3 Concurrent Applications. Nothing in this **Exhibit E** shall be deemed to prevent an applicant from submitting a Final Plat application concurrently with a Preliminary Plat application. In the event of such a concurrent application the Commissioners will be the final decision maker for both applications.

EXHIBIT F
(Design Standards)



Design Standards

JDC Ranch Development

Weber County, Utah

November 4, 2022



Table of Contents

A. Introduction	
Project Introduction	3
B. Project Standards	
Design Review Committee.....	3
Purpose & Intent	3
Modification of Design Standards	3
C. Residential Building & Site Standards	
Scope & Authority	4
Residential Lot Design Standards	4
Residential Lot Standards	5
Residential Screening	6
Color	6
Architectural Detail.....	6
Residential Lot Building Heights	6
Exterior Building & Architectural Elevation Standards	6
Typical Architectural Elevations.....	7
Parking Standards.....	8
Residential Landscape Standards	8
Side & Rear Setbacks.....	8
Park Strips.....	8
Plant Material Requirements.....	8
Turf Grass.....	9
Erosion Control.....	9
Replacement.....	9
Design Scale.....	9
Pedestrian Connectivity.....	9
Double-fronted Lots	9
D. Commercial Building & Site Standards	
Scope & Authority	10
Commercial Lot Standards	10
Flex Village Land Uses.....	10
Screening	11
Commercial Building Heights	11
Exterior Building & Architectural Elevation Standards	11
Parking Standards.....	11
Commercial Landscape Standards.....	12
Commercial Landscape Area	12
Commercial Signage	12
Double-fronted Lots	12

A. Introduction

The Master Development Agreement (MDA) for the JDC Ranch Project (Project) was developed with the ability to adapt with flexibility to the changing market, and to cultural and commercial conditions during the course of the Project build-out. While the MDA allows a high degree of flexibility in layout and distribution of land uses throughout the site, the standards set forth herein (Design Standards) incorporate additional detail to guide development of the Project.

B. Project Standards

1. Design Review Committee

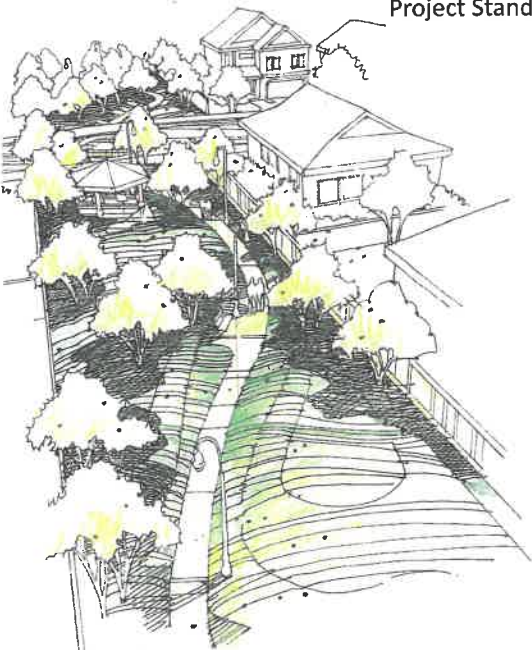
Residential land within the Project will be subject to Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs will establish a Design Review Committee (DRC), which DRC will make decisions by referring to the Design Standards but shall have the ability to reject any land use, building type or architectural elevations in accordance with the terms and conditions of the CC&Rs and Design Standards. The intent of the DRC is to ensure that the property is developed in a way that meets or exceeds the standards established by the MDA and to ensure a cohesive and quality development.

2. Purpose & Intent

These Design Standards will govern the site development, architectural, and landscape concepts for neighborhoods within the Project boundaries. Specific issues not addressed by the standards in Section C of these Design Standards will be subject to the applicable provisions of the Weber County Municipal Code (see Exhibit K to the MDA) unless otherwise noted in the MDA.

3. Modification of Design Standards

The Design Standards are subject to change when the Master Developer determines such changes are in the best interest of the Project. Any change in these standards shall be in writing or documented and shall be at the sole discretion of the Master Developer. Notwithstanding the foregoing, any modification of the Design Standards by the Master Developer will not change Project Standards in Section C without the County's consent.



C. Residential Building & Site Standards

1. Scope & Authority

The Administrator shall review all Development Applications within the Project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with applicable provisions of the County's Vested Laws (see Exhibit K to the MDA), subject to the terms and conditions of the MDA. Administrator shall require a written statement of approval from the DRC stating compliance and approval for development by a third-party other than the Master Developer.

2. Residential Lot Design Standards

Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Administrator during plat approval for each phase):

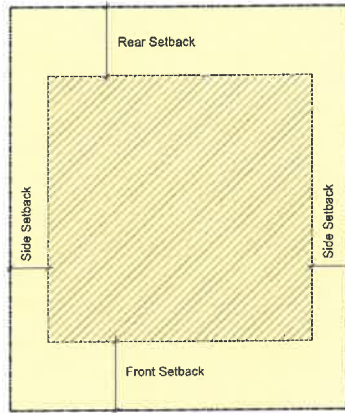
Lot Type	Min Lot Size	Front Setback <i>(from right-of-way)</i>	Rear Set-back	Side-yard Set-back	Lot Frontage*	Max Building Coverage
Type 15	15,000 Sq Ft	20' for living area; 25' from face of garage to sidewalk	30'	8' (minimum 18' between structures)	90'	60%
Type 12	12,000 Sq Ft	20' for living area; 25' from face of garage to sidewalk	30'	8' (minimum 16' between structures)	80'	60%
Type 10	10,000 Sq Ft	20'	20'	8' (minimum 14' between structures)	70'	60%
Patio Home (detached)	6,000 Sq Ft	20'	20'	5' (minimum 10' between structures)	55'	n/a
Patio Home (attached)	n/a Max 4 attached units	15'	15'	8' (minimum 16' between structures)	n/a	n/a
Clustered Single-family Cottages	n/a Max 6 clustered units	10' (from public right-of-way) 5' (from Private Driveway)	10'	Minimum 10' between structures	n/a	n/a
Town-homes	n/a Max 6 attached units	15'	10'	Minimum 10' between structures	n/a	n/a

* Measured at front setback line

Note: Porches and patios can encroach into setbacks

3. Residential Lot Standards

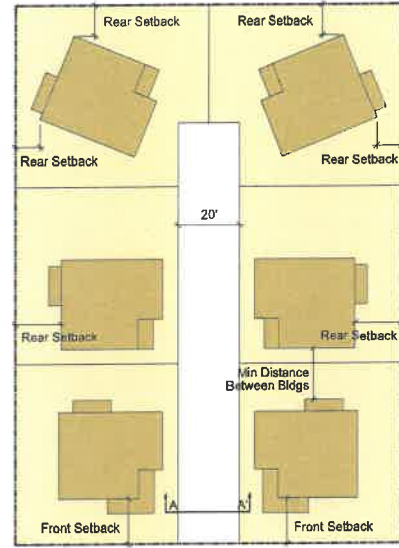
Typical setback measurements by product type:



Public Right-of-Way

Single-family Lots

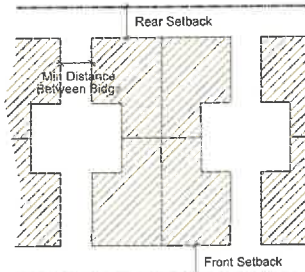
Type 15, Type 12, Type 10 & Patio Homes (Detached)



Public Right-of-Way

Clustered Single-family Cottages

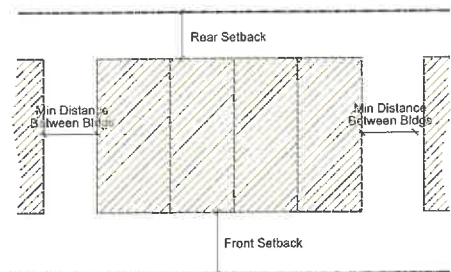
Typical 4 or 6 Homes (Clustered)



Public Right-of-Way

Patio Homes (Attached)

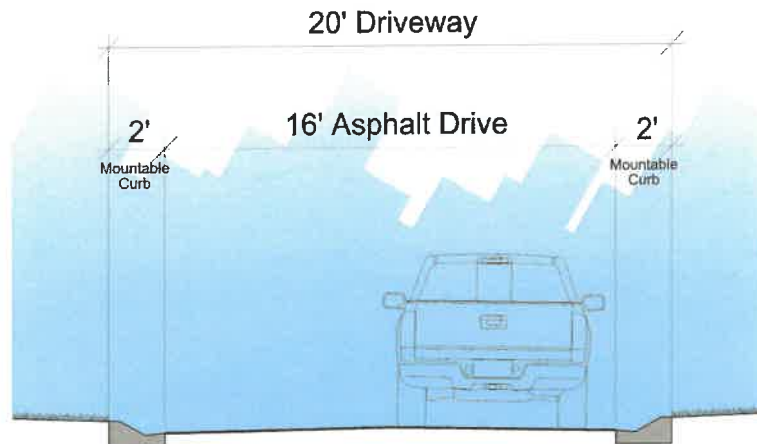
Typical



Public Right-of-Way

Townhomes

Maximum 4-plex



Typical Alley Section A:A1'

C. Residential Building & Site Standards *(continued)*

4. Residential Screening

For multi-family residential units that abut a collector street 80' wide or greater, a 6' wall or fence shall be required, along with required street tree plantings. Screening along any other street is not required for multi-family or single-family land uses.

5. Color

Use of color in residential external elevations is allowed. No restrictions on color may be applied to residential uses.

6. Architectural Detail

Detailing of architectural elevations shall be consistent with the architectural style of building.

7. Residential Lot Building Heights

Residential building height restrictions shall be as follows (unless otherwise approved by the Administrator):

<i>Structure Type</i>	<i>Max Height including roof</i>
Single-family Residential	35'
Accessory Building	20'
Multi-family	35'

Additional restrictions for accessory structures:

- a. Must be located in back yard
- b. 5' minimum setback off any property line
- c. Not to exceed maximum lot coverage

Building height is measured at the finished grade at the front two corners of the building to the ridgeline of the building.

8. Exterior Building & Architectural Elevation Standards

The County shall not impose architectural or aesthetic standards on the residences or other buildings within Project which exceed the building code provisions of the County's Vested Laws. Without in anyway limiting the foregoing, and by way of example only, the following are approved materials and design features:

<i>Exterior Building Material</i>	<i>Allowed</i>
Brick / Stone	Y
Stucco	Y
Fiber-cement siding	Y
Prefinished metal siding (vinyl or aluminum)	Y
Exposed architectural concrete	Y
Colored/Textured CMU Block	Y

<i>Architectural Building Elements</i>	<i>Allowed</i>
Front-facing Garage (without restriction)	Y
Side-facing Garage	Y
Alley-loaded garage	Y

C. Residential Building & Site Standards *(continued)*

9. Typical Architectural Elevations



C. Residential Building & Site Standards *(continued)*

10. Parking Standards

Minimum parking spaces shall be as follows (unless otherwise approved by the Administrator):

<i>Dwelling Type</i>	<i>Parking Required/Lot</i>	<i>Guest Parking Spaces</i>	<i>Notes</i>
Single-family Residential (Detached)	2 sp/unit	0	Tandem parking to meet required parking is allowed behind garage spaces provided the space does not encroach into sidewalks or public rights-of-way
Multi-family Residential (Attached)	1.75 sp/unit	0.25 per unit	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes.

11. Residential Landscape Standards

Side and Rear Setbacks

No landscape requirement shall apply to side or rear residential setbacks that do not abut a public right-of-way. These setbacks shall be landscaped at the discretion of the Master Developer and/or homeowner.

Park Strips

All park strips shall be installed per the master plan detail, Exhibit H, Page 7.

Plant Material Requirements

Plant Type	Minimum Size
Deciduous Trees (Med-Large)	2" caliper
Flowering Trees (Small-Med)	1.5" caliper
Shrubs	Dependent on variety, spaced to provide 80% coverage at maturity
Groundcover	Dependent on variety, spaced to provide 100% coverage within three growing seasons

Turf Grass

Turf grass should be selected for appropriate microclimate and consideration of water usage.

Erosion Control

Areas of slope greater than 30 percent shall utilize plantings, mulch or cobble to control and prevent erosion.

Replacement

Within the first growing season, any dead or removed plants within the public right-of-way shall be replaced with the same or like plant material originally specified. Modifications may be made based on micro site conditions.

Design Scale

Scale and nature of landscape materials shall be appropriate to the size of the structures to be landscaped. Large buildings shall be complemented by plant materials that will reach appropriate design scale at maturity.

Pedestrian Connectivity

- Pedestrian access from a public street shall be required to all commercial uses as required by Federal ADA Standards.
- All pedestrian crossings throughout the development shall be at-grade and shall be striped/painted per public works standards.
- Pedestrian walkways throughout the development shall be constructed as generally illustrated in the accompanying exhibits.

12. Double-fronted Residential Lots/Building Pads

Double-fronted residential lots or building pads are allowed.

D. Commercial Building & Site Standards

1. Scope & Authority

The Administrator shall review all applications for development within the project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with the applicable provisions of the County's Vested Laws (Exhibit K to the MDA), subject to the terms and conditions of the MDA. The Administrator shall require a written statement of approval from the DRC stating compliance and approval for development by a third-party other than the Master Developer.

2. Commercial Lot Standards

Minimum lot sizes and setbacks shall be as follows (unless otherwise approved by the Administrator):

<i>Lot Type</i>	<i>Min Lot Size</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Side-yard Setback</i>	<i>Max Building Coverage</i>
Lot Type Flex	None	15' Min	10'	15'	60%

3. Flex Village Land Uses

Allowed and conditional land uses for the flex parcels in the Project (Flex Village) shall follow Section 104-20-3 of the County's Vested Laws, Land Use Table for the C-2 zone (See Appendix A), with the following exceptions:

<i>Land Use</i>	<i>Allowed</i>
Self-storage facility	Permitted without exception
Assisted Living/ Long-term Care Facility	Permitted without exception

D. Commercial Building & Site Standards *(continued)*

4. Screening

Any portion of the rear elevation or loading area of a commercial use that abuts a public right-of-way shall be screened with a 6' wall or fence along the public right-of-way. Parking areas within 10' of a side or rear property line shall be screened with a wall or fence.

5. Commercial Building Heights

Building height restrictions shall be as follows (unless otherwise approved by the Administrator):

<i>Building Type</i>	<i>Bldg Height</i>	<i>Height Measurement</i>
Commercial	45'	Maximum height measured to top of building
Office	60'	

Building height is measured at finished grade of front two building corners.

6. Exterior Building & Architectural Elevation Standards

Building materials for Flex Village developments shall conform, at a minimum, to conditions of the Design Review Committee. The County shall not impose building or architectural elevation standards on the residences or other buildings within Project which exceed the building code provisions of the County's Vested Laws. Without in anyway limiting the foregoing, and by way of example only, the following are approved external building materials:

<i>Exterior Building Material</i>	<i>Allowed</i>
Brick / Stone	Y
Wood	Y
Stucco	Y
Ornamental Metal Panels	Y
Fiber Cement Siding	Y
Precast concrete	Y
Storefront door & window systems	Y

7. Parking Standards

Minimum parking spaces shall be as follows (unless otherwise approved by the Administrator):

<i>Dwelling Type</i>	<i>Parking Required/ Net 1,000 Sq Ft</i>
Retail	4 sp
Restaurant	1 per table
Office	4 sp

8. Commercial Landscape Standards

Minimum landscape standards shall be as follows (unless otherwise approved by the Administrator):

- 1) Min 5% Landscape area within parking lots
- 2) Landscape islands shall be required at the end of each parking row.
- 3) Landscape islands (min 6' width) shall be required every 20 spaces within a parking row.
- 4) Landscape plantings within parking areas shall require 1 tree for every 500 square feet of parking area. Such tree plantings may be located within the parking area if the landscape island is greater than 10' in width, or may be located around the perimeter of the parking area.
- 5) Water-wise plantings and xeriscape treatment are required in all interior parking islands. A minimum of 20% of landscape islands shall be live plant material, with an appropriate irrigation supply.

9. Commercial Landscape Area

A minimum of 10% of commercial land use area shall be landscaped with appropriate landscape treatments. Any parking lot landscaping shall be counted toward this requirement.

10. Commercial Signage

Signage standards shall be as follows (unless otherwise approved by the Administrator):

- 1) Ground-mounted/freestanding signs shall not exceed the maximum building height and shall be a minimum of 10' setbacks from property lines. Ground signs shall be placed so as to not infringe on the sight triangle at vehicular turning movements.
- 2) Signs attached to building facades shall not exceed 25% of the face area of each public facing facades.
- 3) All signs may be illuminated with indirect lighting or back lighting.

11. Double-fronted Commercial Lots/Building Pads

Double-fronted commercial lots or building pads are allowed.

Appendix A

Design Standards

LAND USE TABLE: C-2

See Exhibit K pages 114-121

EXHIBIT G
(Infrastructure Plan)

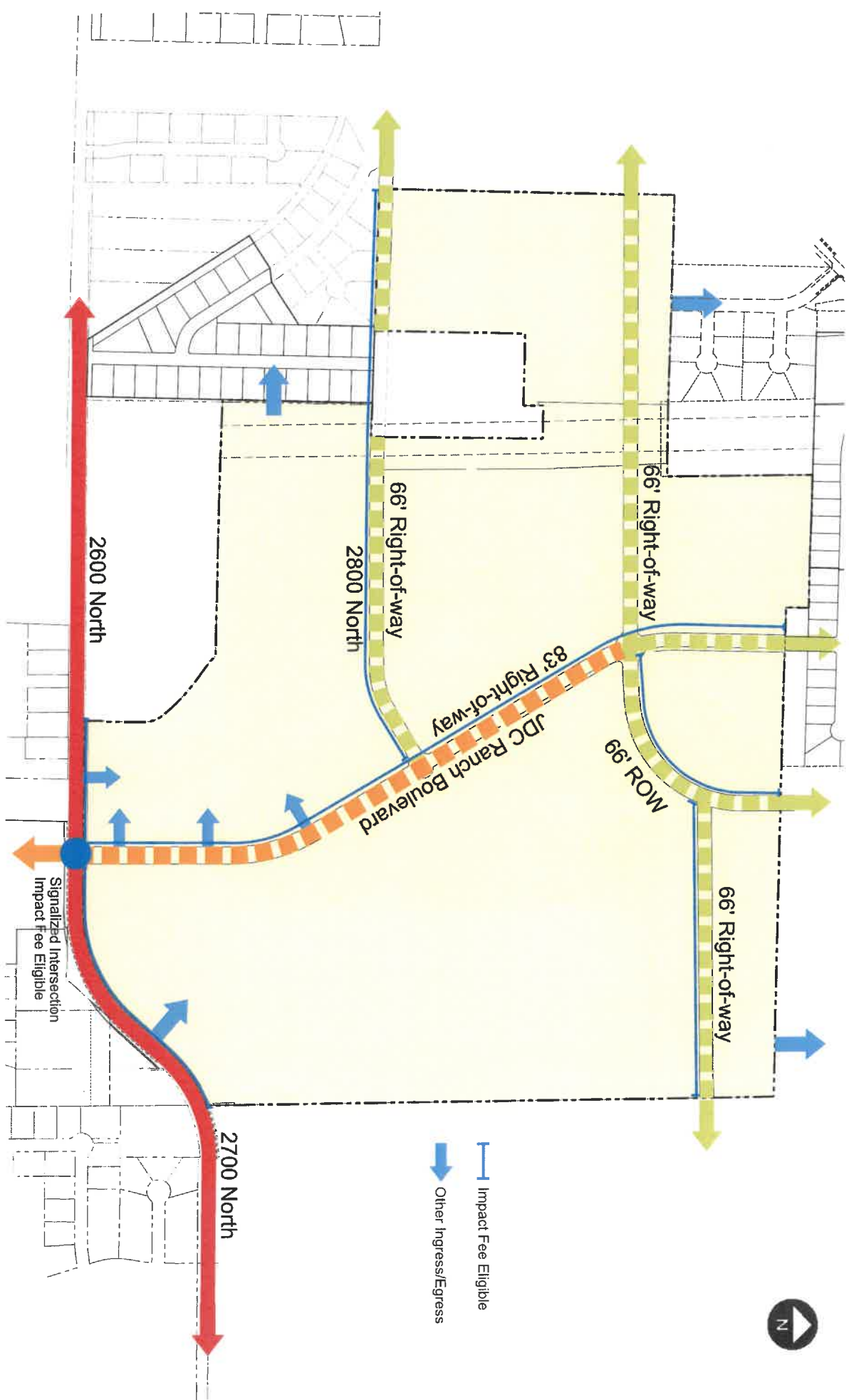
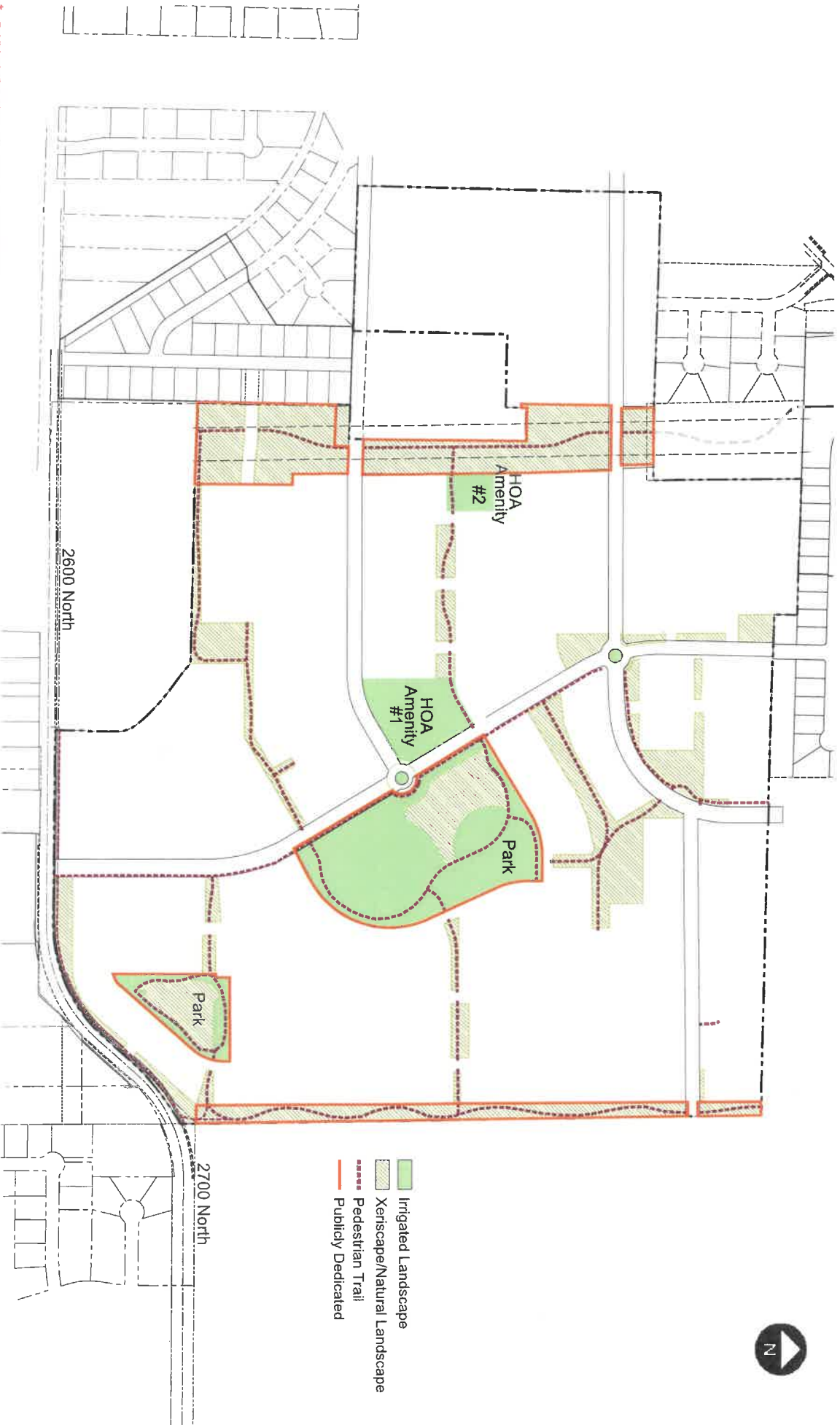
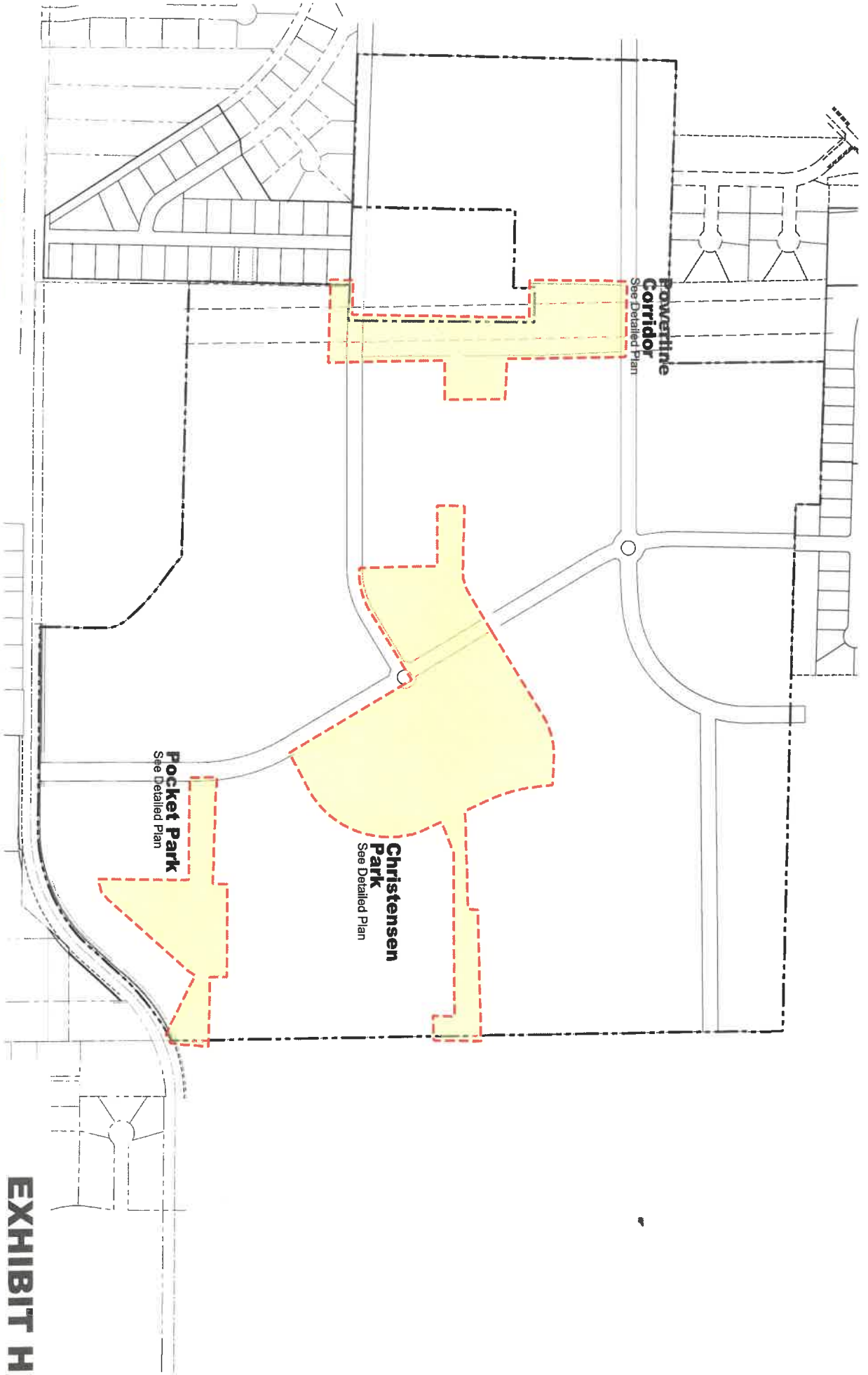


EXHIBIT G
 Infrastructure Plan

EXHIBIT H
(Open Space Plan)



* Publicly-dedicated amenities are subject to impact fee reimbursement according to the terms of the MDA





AMENITY LIST

Christensen Park (Public)

- Lawn Area
- Pavilion (Min. 18'x24')
- Playground (Min. 3 slides)
- Sand Volleyball Court
- Pickleball Courts (4)
- Off-street Parking (Min. 25 spaces)
- Benches (Min. 10)
- Tree Plantings (Min. 60 trees)
- Level Lawn Area (225'x360') w/ surrounding sod areas

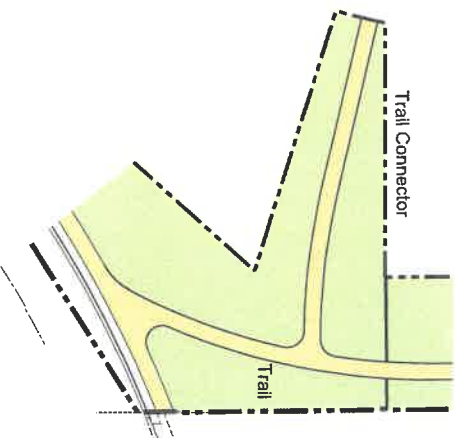
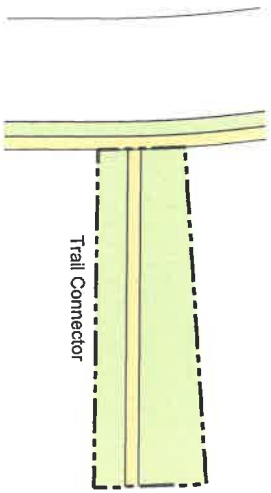
Potential Additional Amenities*

- Community Amphitheater
- Raised platform (20'x26')
- Platform shelter (18'x24')
- Electrical Service
- Restrooms
- 2 Holes per gender
- External-mounted drinking fountain
- Off-street Parking (Min. 25 spaces)

NOTE: All minor & standard residential roads are shown conceptually and are subject to change based on the terms of the MDA.

NOTE: Layout and location of amenities may be adjusted due to site conditions.

* These potential additional amenities are entitled with the approved development agreement but are not required to be constructed unless identified open space and amenities are dedicated to and maintained by a public entity, and impact fee reimbursement is agreed on by the time of plat recordation for each open space area.



NOTE: All minor & standard residential roads are shown conceptually and are subject to change based on the terms of the MDA.

NOTE: Layout and location of amenities may be adjusted due to site conditions.

* These potential additional amenities are entitled with the approved development agreement but are not required to be constructed unless identified open space and amenities are dedicated to and maintained by a public entity, and impact fee reimbursement is agreed on by the time of plat recordation for each open space area.

AMENITY LIST

- **Pocket Park (Public)**
- Picnic Shelters (Qty: 3--Min 10'x10')
- Playground (Min 1 slide)
- Benches (Min 5)
- Tree Plantings (Min 25)

Potential Additional Amenity*

- Sodded central detention area

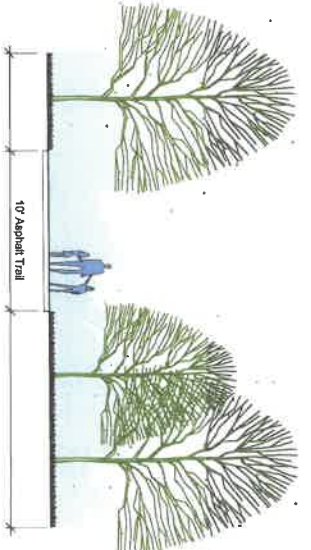
POCKET PARK & TRAIL CONNECTORS

EXHIBIT H

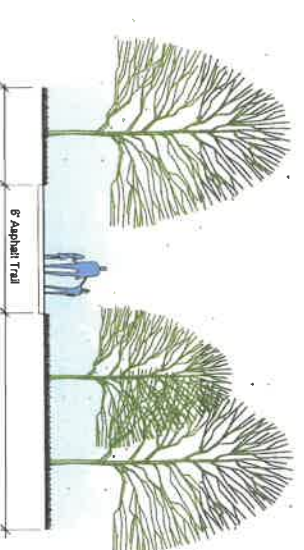
Open Space Plan



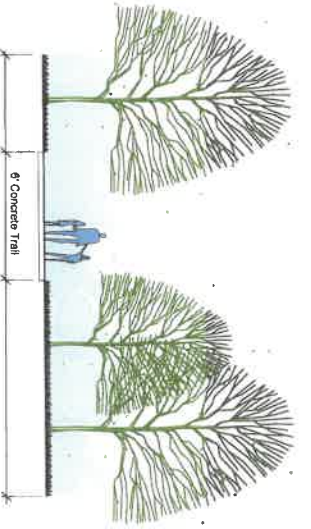
Note: Where a trail runs within or adjacent to a public right-of-way, the trail shall replace the sidewalk in the road cross-section.



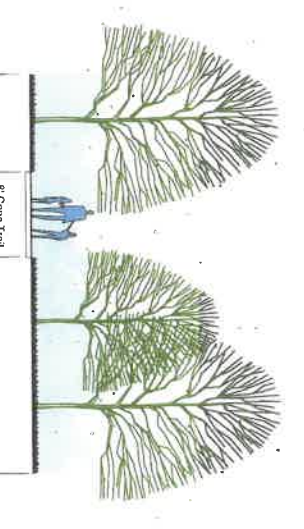
Class 1 Trail — — — — —



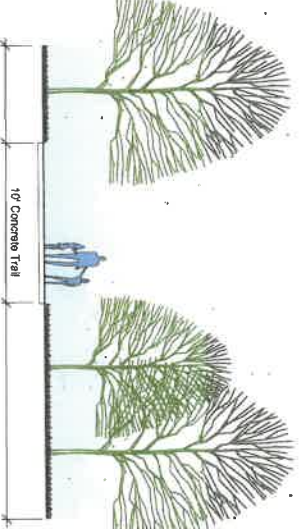
Class 2 Trail — — — — —



Class 3 Trail — — — — —



Class 4 Trail — — — — —



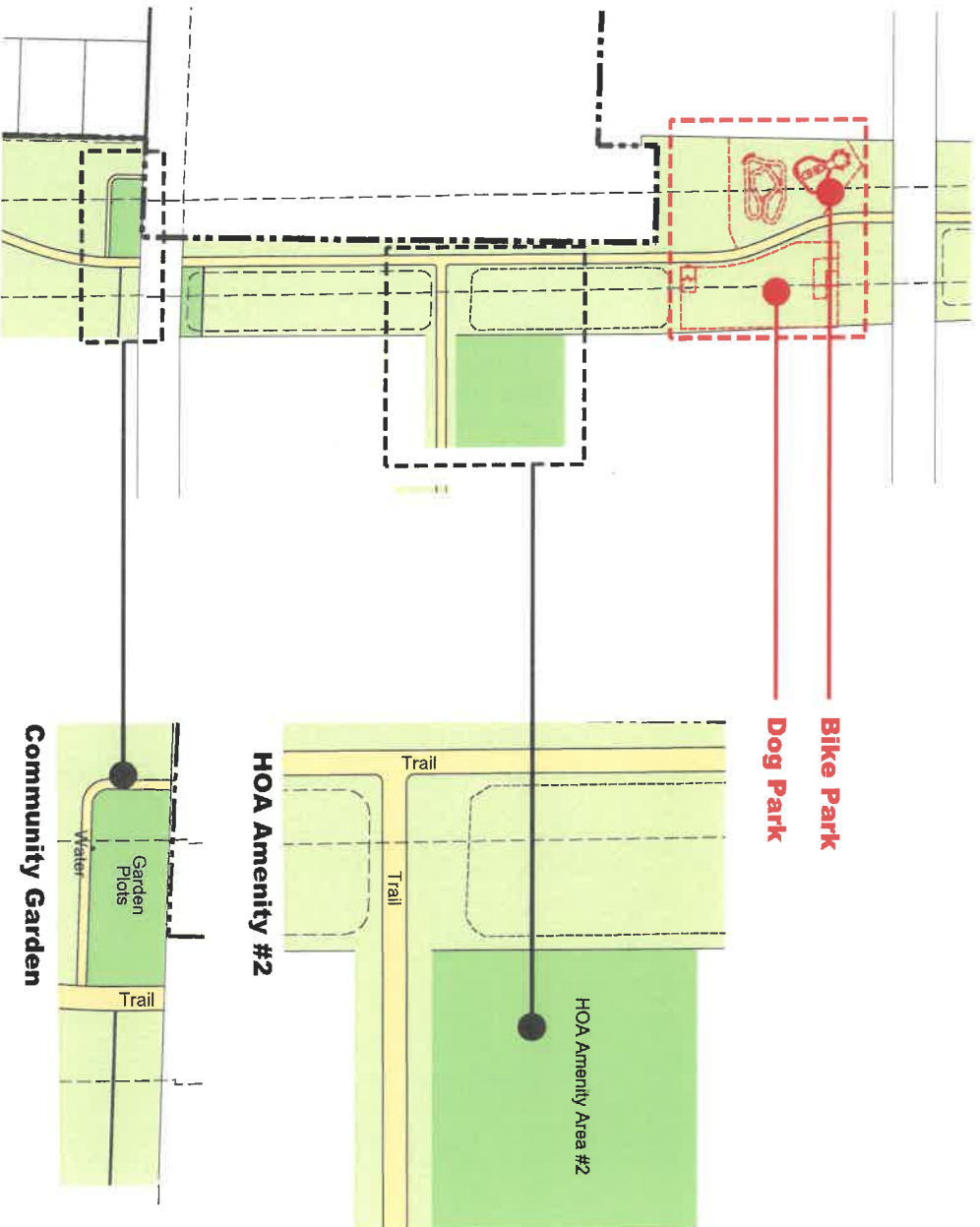
Class 5 Trail — — — — —

TRAIL CLASSIFICATIONS

EXHIBIT H

Open Space Plan

NOTE: Layout and location of amenities may be adjusted due to site conditions



NOTE: All minor & standard residential roads are shown conceptually and are subject to change based on the terms of the MDA.

NOTE: Layout and location of amenities may be adjusted due to site conditions.

* These potential additional amenities are entitled with the approved development agreement but are not required to be constructed unless identified open space and amenities are dedicated to and maintained by a public entity, and impact fee reimbursement is agreed on by the time of plat recordation for each open space area.

Bike Park
Dog Park

HOA Amenity #2

Community Garden

AMENITY LIST

Power Corridor

Community Gardens (Private)

- Garden Plots
- Secondary Water access
- Future Expansion
- Perimeter Fencing

Potential Additional Amenities*

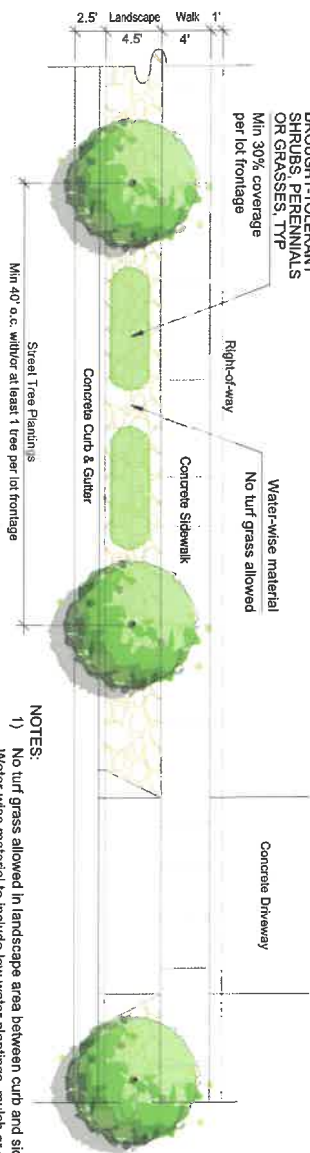
Dog Park (Public)

- 6' perimeter fencing
- Double-gated entries
- Benches (Min 3 benches)
- Pet waste bag dispensers (Min 2 dispensers)
- Off-street parking (Min 18 spaces)
- Shelter (Min 10'x10')

Bicycle Park (Public)

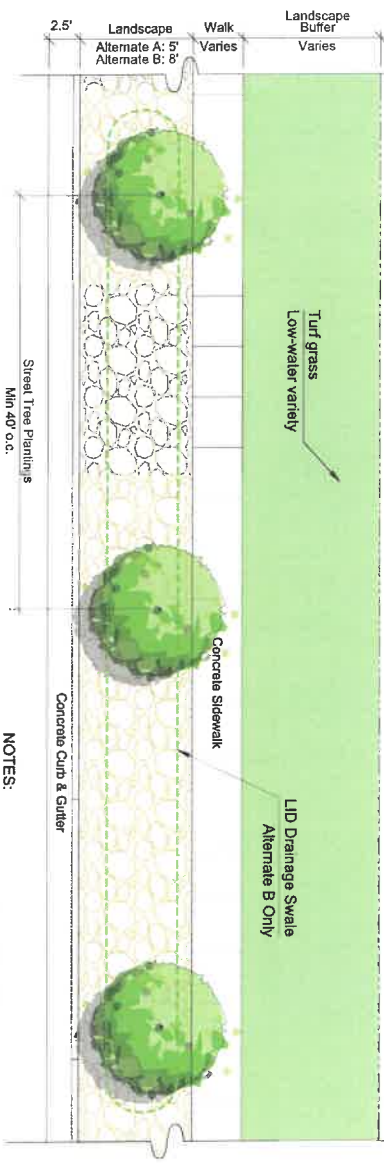
- Bicycle Playground (beginner-dirt/gravel track)
- Bicycle Pump Track (intermediate-dirt/gravel track)
- Benches (Min 3 benches)

STANDARD ROADS
Typical Landscaping

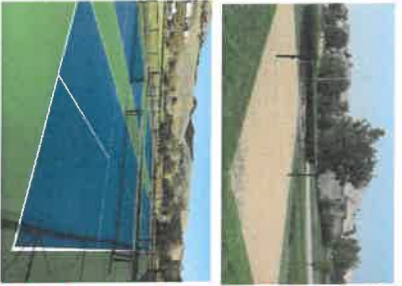


- NOTES:**
- 1) No turf grass allowed in landscape area between curb and sidewalk. Water-wise material to include low water plantings, mulch or stone.
 - 2) Min 1 tree per lot frontage
 - 3) All irrigation within park strip area to be drip system
 - 4) Water-wise material to be placed over landscape weed fabric
 - 5) Spacing of trees/shrub plantings may be adjusted to accommodate site utilities, driveways and sight triangle clearances at intersections.
 - 6) Where concrete sidewalk is integral with curb and gutter (i.e. no park strip), required trees shall be planted within lawn areas a maximum of 6' from back of walk. No shrubs or perennials are required in this condition.
 - 7) All trees within the right-of-way or landscape buffer shall conform to the Plain City-approved list of park strip trees. (Resolution 2020-05)

83' RIGHT-OF-WAY
Typical Landscaping



- NOTES:**
- 1) No turf grass allowed in landscape area between curb and sidewalk. Water-wise material to include low water plantings, mulch or stone. Trees shall be planted at 40' on center.
 - 2) Spacing of trees/shrub plantings may be adjusted to accommodate site utilities, driveways and sight triangle clearances at intersections.
 - 3) Water-wise material to be placed over landscape weed fabric.
 - 4) All trees within the right-of-way or landscape buffer shall conform to the Plain City-approved list of park strip trees. (Resolution 2020-05)



These potential additional amenities are entitled with the approved development agreement, but are not required to be constructed unless identified open space and amenities are dedicated to and maintained by a public entity, and impact fee reimbursement is agreed on by the time of plat recordation for each open space area.

Images are for illustrative purposes only. Exact layout and amenities will be determined through the design process.

AMENITY EXAMPLES

EXHIBIT H

Open Space Plan

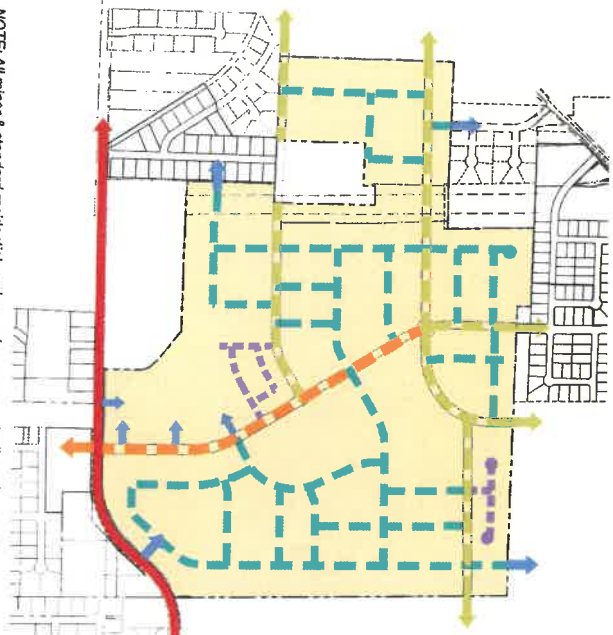


NOTE: Layout and location of amenities may be adjusted due to site conditions.

—| Impact Fee Eligible

2700 North

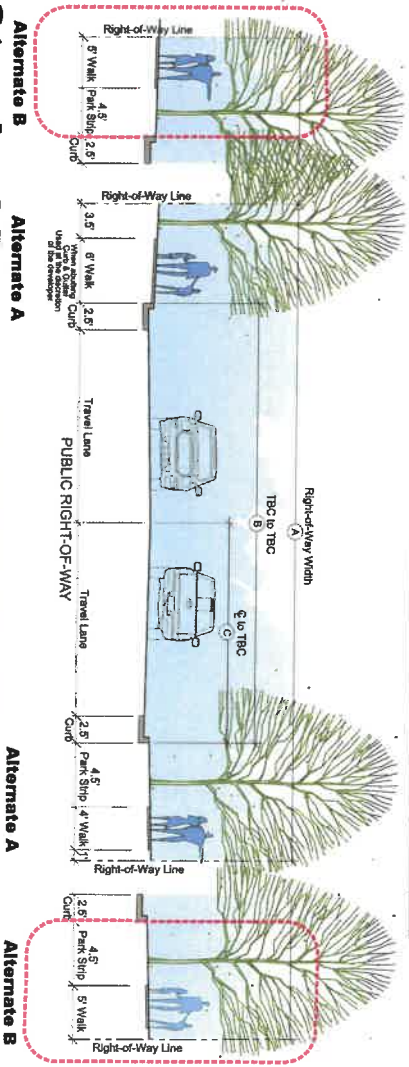
EXHIBIT I
(Road Standards)



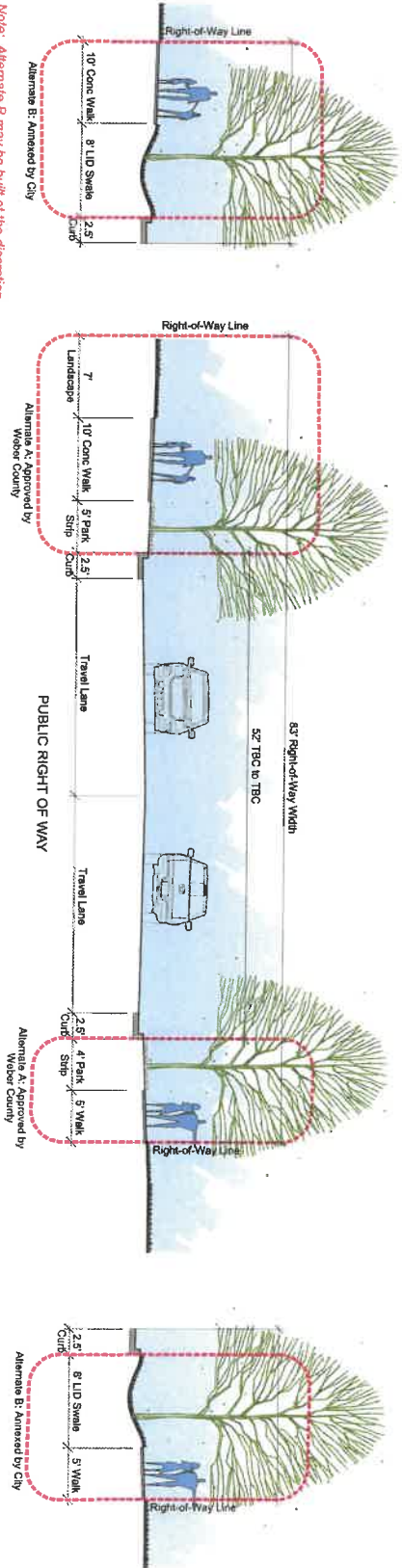
NOTE: All minor & standard residential roads are shown conceptually and are subject to change based on the terms of the MDA.

Standard Road Dimensions

Map Color	Street Designation	ROW Width (A)	TB/C to TBC (B)	Q to TBC (C)	Park Strips
	Minor Roadway	50'	31'	15.5'	4.5'
	Standard Residential	60'	41'	20.5'	4.5'
	Collector	66'	47'	23.5'	4.5'

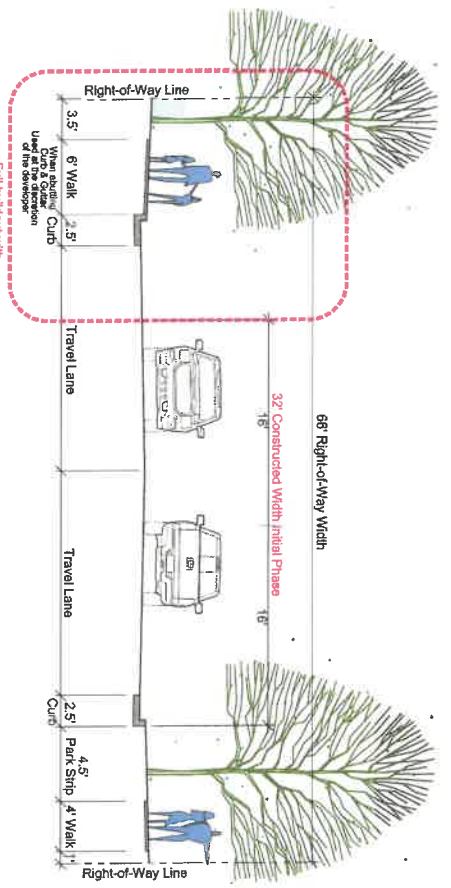


When a trail is shown along a standard roadway, the trail shall fulfill the requirement for a sidewalk within the right-of-way where trail occurs along the same side of the street.

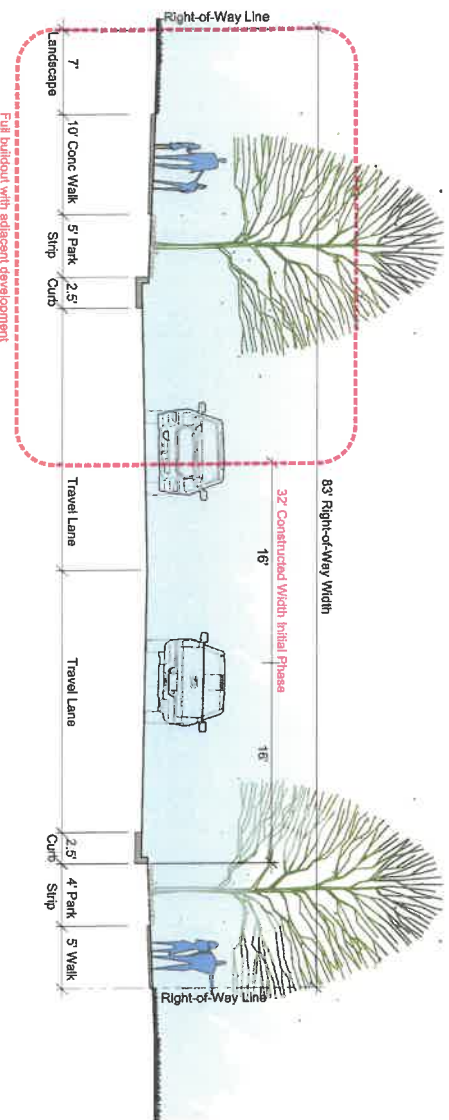


83' Right-of-way

Note: Alternate B may be built at the discretion of the Master Developer if annexed by the City.

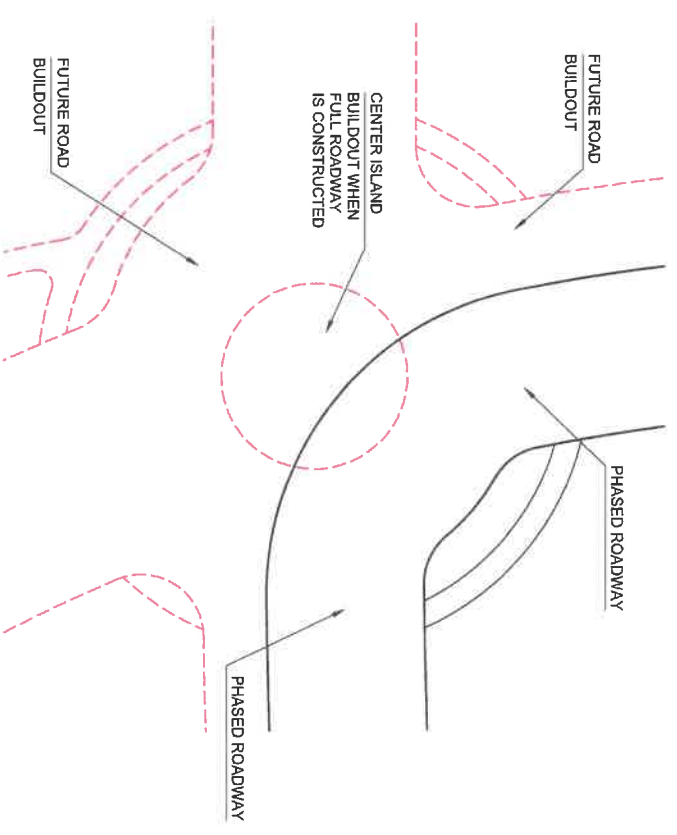


Phased Buildout Standard Road: Collector (66')



Phased Buildout: 83' Road

Note: For 100' north of 2600 North, JDC Ranch Parkway road must be built to full right-of-way. Beyond 100', the road is allowed to transition to the phased buildout shown in this detail.



Phased Buildout: Roundabout

EXHIBIT J
(Drainage Plan)

NOTE: Location and shaping of detention areas may be adjusted based on site conditions and final engineering calculations.



DECEMBER 6, 2022



EXHIBIT J Drainage Plan