

MASTER DEVELOPMENT AGREEMENT
FOR
THE BRIDGES MASTER PLANNED COMMUNITY

December __, 2024

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE BRIDGES MASTER PLANNED COMMUNITY**

MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of December, 2024, by and between Weber County, a political subdivision of the State of Utah; and the Bridges Holding Company, LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns the Property.
- C. Master Developer’s Property referred to as the Property.
- D. The County and Master Developer have entered into the Prior Conditional Use Permit governing the development of the Master Developer’s Property.
- E. Master Developer owns and is developing The Property.
- F. Other aspects of the Prior Permit have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- G. Master Developer and the County desire that the Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this MDA.
- H. Development of the Property will include the Intended Uses as defined in this MDA.
- I. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the County, Master Developer, and the general public.
- J. The County Commission has reviewed this MDA and determined that it is consistent with LUDMA.
- K. 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 and other revenues to the County based on improvements to be constructed on the Property.
- L. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer, by providing assurances to Master Developer that they will have the ability to develop the Property in accordance with this MDA.
- M. Master Developer and the County have cooperated in the preparation of this MDA.
- N. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as parts 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.

O. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2024).

P. This MDA and all of its associated “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on December ___, 2024 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2024), in making a recommendation to the County Commission.

Q. The County believes that this MDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the County Commission regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

R. The County intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this MDA relating to “fixed criteria” are “administrative” in nature.

S. This County’s entry into this MDA is authorized by the adoption of Ordinance # _____ on December ___, 2024.

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

TERMS

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

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–E are hereby incorporated into this MDA.

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

- 1.2.1. **Administrative Modifications** means those modifications to this MDA that can be approved by the Administrator pursuant to Section __.
- 1.2.2. **Administrator** means the person designated by the County as the Administrator of this MDA.
- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **MDA** means this Master Development Agreement including all of its Exhibits.

- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **County** means Weber County, a political subdivision of the State of Utah.
- 1.2.8. **County Consultants** means those outside consultants employed by the County in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.
- 1.2.9. **County's Future Laws** means the ordinances, policies, standards, procedures, and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.10. **County's Vested Laws** means the ordinances, policies, standards, and procedures of the County in effect as of the date of the execution of this MDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.
- 1.2.12. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.13. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "B".
- 1.2.14. **Commission** means the elected County Commission of the County.
- 1.2.15. **Conditional Use** means a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts. (Used Weber County Definition)
- 1.2.16. **Default** means a material breach of this MDA.
- 1.2.17. **Denial/Denied** means a formal denial issued by the final decision-making body of the County for a particular type of Development Application but does not include review comments or "redlines" by County staff.
- 1.2.18. **Design Guidelines** means the general standards for design of lots and RDUs as specified in Exhibit E.
- 1.2.19. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure,

Private Improvement, Subdivision, Commercial Site, or any of the Intended Uses.

- 1.2.20. **Development Application** means an application to the County for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the County required for development of the Project.
- 1.2.21. **Development Report** means a report containing the information specified in Section 3.8 submitted to the County by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.
- 1.2.22. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.
- 1.2.23. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.24. **Exceptions from County Standards** means the Design Guidelines and the Technical Guidelines include certain modifications to or from the County’s current engineering and design requirements. If there is any conflict between the Design Standards or the Technical Guidelines and the current County standards the Design Standards Technical Guidelines shall control.
- 1.2.25. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by the County, effectuating a Subdivision of any portion of the Project.
- 1.2.26. **Home Owner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property Master Developer.
- 1.2.27. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the Master Plan, the Community Plan and the Zoning.
- 1.2.28. **Master Plan** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.29. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2024).
- 1.2.30. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of Four hundred twenty-six (426) Residential Dwelling Units.

- 1.2.31. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.32. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
- 1.2.33. **Open Space** means that definition as found in the County’s Vested Laws as may be modified in the Community Plan.
- 1.2.34. **Master Developer** means the Bridges Holding Co., LLC, which owns The Property.
- 1.2.35. **The Property** means the approximately 563.24 acres as illustrated on Exhibit “B” and legally described in Exhibit “A”.
- 1.2.36. **Outsourcing** means the process of the County contracting with County Consultants or paying overtime to County employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA. Outsourcing shall be at the sole discretion of the County.
- 1.2.37. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.38. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision.
- 1.2.39. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit “C”.
- 1.2.40. **Parties** means the Master Developer, and the County.
- 1.2.41. **Party** means either the Master Developer, or the County individually.
- 1.2.42. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.43. **Prior Agreements** means the “Conditional Use Permit,” Index number CU INDE51-2016, approved on July 19, 2016, with permit number CUP2016-12.
- 1.2.44. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the County.

- 1.2.45. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this MDA.
- 1.2.46. **PTOS Schedule** means the overall timing and improvement for parks, trails, and open space as set forth in the PTOS Plan, Exhibit “C”.
- 1.2.47. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the County as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.48. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.49. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.50. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.
- 1.2.51. **Subdivision Application** means the application to create a Subdivision.
- 1.2.52. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.53. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the County’s Vested Laws as specified in Exhibit “D”.
- 1.2.54. **Zoning** means the zoning of the Total Properties shown on Exhibit “B”.

2. **Effect of MDA.** Except as specified herein, this MDA shall be the sole development agreement between the parties related to the Project and The Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding The Property. The Prior Agreements shall not be deemed effected by this MDA. The County and Master Developer shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

2.1. **Conditional Use Permit.** The CUP is here by terminated and replaced by this MDA.

3. **Development of the Project.**

3.1. **Compliance with this MDA.** Development of the Project shall be in accordance with the County’s Vested Laws, the County’s Future Laws (only to the extent that these are applicable as otherwise specified in this MDA), and this MDA.

3.2. **Land Uses within the Project, Configuration.** The Master Plan reflects the general

location and configuration of the Intended Uses and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the MDA, including the other exhibits thereto.

3.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this MDA subject to the restrictions on RDUs of Master Developer's Property. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this MDA shall not reduce the number of Maximum RDUs.

3.3.1. **Configuration of Maximum RDU's.** The general configuration of the Maximum RDU's is identified in the Community Plan. The Community Plan reflects the general location and configuration of PTOS, residential, commercial, and industrial uses within the Project.

3.4. **Master Developers' Discretion.** Nothing in this MDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment.

3.4.1. **Concurrency Management of Future Development.** Any phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the County's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.5. **Required Process.**

3.5.1. **Approval Required Before Development.** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the County. Upon approval by the County of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

3.5.2. **Building Permits.** No building permit shall be issued by the County for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with County requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the County's

Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the County Engineer and all required fees are paid.

- 3.5.3. ***County and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper 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 Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.5.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the County the standard fees applicable to any submittal of a Development Application under the County's fee schedule in effect at the time of the application.
- 3.5.5. ***County Cooperation and Approval.*** The County shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this MDA. Development Applications shall be approved by the County if such Development Applications comply with the applicable portions of the County's Vested Laws and this MDA.
- 3.5.6. ***Outsourcing of Processing of Development Applications.***
 - 3.5.6.1. ***Timing.*** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the County and Master Developer will confer to determine whether the County desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
 - 3.5.6.2. ***Election/Cost Estimate.*** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with having the work Outsourced.

- 3.5.6.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.5.6.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.5.6.5. Acceptance of Outsourced Work. The County shall accept the results of any Outsourced Work under this section unless the County determines that the Outsourced Work has not been performed pursuant to County standards or is materially incorrect. If the County does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the County disputes the acceptability of the Outsourced Work, then the County shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.5.7. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the County.
- 3.5.8. ***Independent Technical Analyses for Development Applications.*** If the County needs technical expertise beyond the County's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the County's Vested Laws to be certified by such experts as part of a Development Application, the County may engage such experts as County Consultants, with the actual and reasonable costs, being the responsibility of Applicant.
- 3.5.9. ***Intent of One-Time Review.*** The County should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development

Application raise new issues that need to be addressed.

- 3.5.10. ***County Denial of a Development Application.*** If the County denies a Development Application the County shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the County believes that the Development Application is not consistent with this MDA, the Community Plan, and/or any applicable County's Vested Laws (or, if applicable, the County's Future Laws).
- 3.5.11. ***Dispute Resolution.*** The County's denial of any Development Application shall be subject to the dispute resolution provisions of Section 14.
- 3.5.12. ***County Denials of Development Applications Based on Denials from Non-County Agencies.*** If the County's denial of a Development Application is based on the denial of the Development Application by a Non-County Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.5.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the County's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the County, except in compliance with the County's Code.
- 3.5.14. ***Outsourcing of Inspections.***
 - 3.5.14.1. **Timing.** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the County and Master Developer will confer to determine whether the County desires to Outsource the inspections to ensure that they are processed on a timely basis.
 - 3.5.14.2. **Election/Cost Estimate.** If the County or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the County shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the County in good faith consultation with the Master Developer or Subdeveloper (either overtime to County employees or the hiring of a County Consultant). If the Master Developer or a Subdeveloper notifies the County that it desires to proceed with the Outsourcing based on the County's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the County the estimated

differential cost and the County shall then promptly precede with having the work Outsourced.

- 3.5.14.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the County's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.
- 3.5.14.4. Final Payment. Upon completion of the Outsourcing services and the provision by the County of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a County Consultant or paying overtime to County employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.5.14.5. Acceptance of Outsourced Work. The County shall accept the results of any outsourced decision under this section without any further review by the County.

3.6. **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 creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the County's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

3.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the County a Development Report showing any RDUs used with the Development and the RDUs remaining with Master Developer and Master Developer and for the entire remaining Project.

3.8. **Development Report.** With any Development Application, filed by Master Developer shall file a Development Report showing:

- 3.8.1. ***Ownership*** of the property subject to the Development Application;
- 3.8.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;

- 3.8.3. **Units and Uses Transferred or Remaining.** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Master Developer;
- 3.8.4. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space; and
- 3.8.5. **Material Effects.** Any material effects of the sale on the Community Plan.

3.9. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the County a Development Report showing the Master Developer of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Master Developer and Master Developer and any material effects of the sale on the Community Plan.

- 3.9.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Master Developer and Master Developer, and they shall file with the County a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

3.10. **Phasing.** The County acknowledges that Master Developer and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer. Notwithstanding, Master Developer shall use commercially reasonable efforts to not develop multi-family units at a significantly higher rate to single-family units.

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the County, and Master Developer intend that this MDA grants and Master Developer all rights to develop the Project in fulfillment of this MDA except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also 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 Ann. § 10-9a-509 (2023).

4.2. **Exceptions.** The restrictions on the applicability of the County's Future Laws to the Project as specified in Section 1.2.9 are subject to only the following exceptions:

- 4.2.1. **Master Developer Agreement.** County's Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. **State and Federal Compliance.** County's Future Laws which are generally applicable to all properties in the County, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.2.3. **Codes.** County's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on 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
- 4.2.4. **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;
- 4.2.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
- 4.2.6. **Compelling, Countervailing Interest.** Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023)) and the United States, the County's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve for the County those police powers that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the County's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the County and, unless the County declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this MDA shall be until December 31, 2039. If as of that date Master Developer is in compliance of this MDA and have not been declared to be in default as provided in Section 13, and if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2045, and, thereafter, for one (1) additional period of five (5) years. This MDA shall also terminate automatically at Buildout.

6. **Application Under County's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the County's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the County's Future Laws shall be governed by all portions of the County's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the County's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the County's Vested Laws. Subdevelopers may not submit a Development Application under the County's Future Laws without the consent of the Master Developer.

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

8. **Public Infrastructure.**

8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

8.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the County's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the County it shall be provided in a form acceptable to the County (which may include security based on real property) as specified in the County's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

8.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the County's Vested Laws in conformance with LUDMA.

8.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the County pursuant hereto shall be constructed to the County's standard specifications unless otherwise agreed in this MDA or otherwise and shall be subject to County requirements for the payment of property taxes, inspections, and approval before acceptance by the County. The County shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet County standards.

8.3. **Public Infrastructure Financing.** The County will use reasonable efforts to adopt one or more Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's

obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9. **Upsizing/Reimbursements to Master Developer.**

9.1. **“Upsizing”.** The County shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer’s costs by 10% but adds 50% more capacity, the County shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the County to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

9.2. **Dispute Resolution.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

10. **Parks, Trails, and Open Space.**

10.1. **PTOS Plan.** All aspects of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit “C”.

11. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the County prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The County shall issue a land disturbance permit if the standards of this section are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

12. **Provision of Municipal Services.** The County shall provide all County services to the Project that it provides from time-to-time to similarly situated residents and properties within the County including, but not limited to, police, fire, and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the County.

13. **Default.**

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

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

13.2.1. **Specific Claim.** Specify the claimed event of Default;

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

13.2.3. **Materiality.** Identify why the Default is claimed to be material; and

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

13.2.5. **Dispute Resolution.** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

13.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

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

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

13.3.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

13.4. **Public Meeting.** Before any remedy in Section 13.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the County Commission and address the claimed Default.

13.5. **Emergency Defaults.** Anything in this MDA notwithstanding, if the County Commission finds on the record that a default materially impairs a compelling, countervailing interest of the County and that any delays in imposing such a default would also impair a compelling, countervailing interest of the County then the County may impose the remedies of Section 13.3 without the requirements of Sections 13.4. The County shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the County Commission at that meeting regarding the claimed

emergency Default.

13.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

14. **Dispute Resolution.** Unless otherwise provided in the MDA, any Dispute shall be resolved as follows.

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

14.2. **Mediation of Disputes.**

14.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 14.3 shall be mediated.

14.2.2. ***Mediation Process.*** If the County and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator, they shall each within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

14.3. **Arbitration of Disputes.**

14.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

14.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 14.2.

14.3.3. ***Arbitration Process.*** If the County and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall,

between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the County's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the County or Applicant to pay the arbitrator's fees.

14.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Second District Court.

15. **Notices.** All notices required or permitted under this Amended Development Agreement 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: Bridges Holding Company, LLC
 Attn: Mr. John Lewis
 3718 North Wolf Creek Drive
 Eden, Utah 84310
 jlewis@evoutah.com

With a Copy to: Bruce R. Baird, Esq.
 Bruce R. Baird PLLC
 2150 South 1300 East, Fifth Floor
 Salt Lake County, UT 84106
 bbaird@difficultdirt.com

With a Copy to: _____

To County: Weber County
 Attn: County Manager

With a Copy to: Weber County
 Attn: County Attorney

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

15.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.

15.1.2. **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. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

15.1.3. **Mailing.** 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.

16. **Administrative Modifications.**

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

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

16.1.2. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

16.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

16.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official County records.

16.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

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

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

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

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

- 17.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.
- 17.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.
- 17.2.3. **Identification of Non-County Agencies.** Identify any Non-County agencies potentially having jurisdiction over the Modification Application.
- 17.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

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

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

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

- 17.5.1. **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 accordance with the County's Vested Laws in light of the nature and/or complexity of the Modification Application.
- 17.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Commission.

17.6. **Commission 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 Commission shall consider the Modification Application.

17.7. **Commission's Objections to Modification Applications.** If the Commission objects to the Modification Application, the Commission shall provide a written determination 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 (or, only to the extent permissible under this MDA, the County's Future Laws).

17.8. **Disputes.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

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

19. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 14.2.

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

21. **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. 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, except for warranty bond requirements under County's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the County's.

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

22.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer.

22.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to any 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" subject to the above-referenced approval by the County unless specifically designated as such an assignment by Master Developer. Master Developer shall give the County Notice of any event specified in this sub-section within 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.

22.3. **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.

22.4. **Time for Objection.** Unless the County objects in writing within ten (10) business days of notice, the County shall be deemed to have approved of and consented to the assignment.

22.5. **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.

22.6. **Denial.** The County may only withhold its consent if the County is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the County

by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the County.

22.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

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

23. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density 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.

24. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

25. **Further Documentation.** This MDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this MDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

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

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 County Manager. The initial representative for Master Developer shall be Lewis Homes, Inc. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

30. **Rights of Access.** The County Engineer and other representatives of the County shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to

this MDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the County regulations.

31. **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.

32. **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.

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

34. **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.

35. **Conflicts.** The County's Vested Laws shall apply to each Development Application except as the County's Vested Laws are modified by this MDA (including all exhibits thereto).

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

37. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the County, the signature of the Commission Chair of the County is affixed to this MDA lawfully binding the County pursuant to Ordinance No. _____ adopted by the County Commission on December __, 2024.

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

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of The Property
Exhibit "B"	Master Plan
Exhibit "C"	PTOS Plan
Exhibit "D"	Technical Guidelines
Exhibit "E"	Design Guidelines

[signatures on following pages]

COUNTY

Weber COUNTY

_____, Commission Chair

ATTEST

_____, County Recorder

Office of the County Attorney
Approved as to form and legality

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he is the **COMMISSION CHAIR OF WEBER COUNTY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its County Commission and said Mayor acknowledged to me that the County executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

Bridges Holding Company, LLC
A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____ duly sworn, did say that he is the Manager of **Bridges Holding Company, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTH HALF OF SECTION 16, AND THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE ALONG THE EAST SECTION LINE OF SAID SOUTH HALF OF SECTION 16 NORTH $00^{\circ}20'34''$ EAST 1321.19 FEET; THENCE NORTH $89^{\circ}19'26''$ WEST 1316.32 FEET; THENCE SOUTH $00^{\circ}21'49''$ WEST 1324.09 FEET TO THE SOUTH SECTION LINE OF SAID SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE NORTH $89^{\circ}27'01''$ WEST 1974.97 FEET; THENCE NORTH $00^{\circ}23'38''$ EAST 2655.19 FEET; THENCE SOUTH $89^{\circ}28'10''$ EAST 3287.33 FEET; THENCE SOUTH $88^{\circ}40'09''$ EAST 1486.52 FEET; THENCE SOUTH $00^{\circ}20'39''$ WEST 2642.21 FEET TO THE SOUTH SECTION LINE OF SAID SOUTHWEST QUARTER OR SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE SOUTH $89^{\circ}12'43''$ EAST 289.74 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 390.76 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 208.08 FEET WITH AN INTERNAL ANGLE OF $30^{\circ}30'39''$ AND A CHORD BEARING SOUTH $76^{\circ}25'38''$ WEST 205.63 FEET; (2) SOUTH $61^{\circ}09'26''$ WEST 542.93 FEET; (3) ALONG THE ARC OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT 302.33 FEET WITH AN INTERNAL ANGLE OF $30^{\circ}55'57''$ AND A CHORD BEARING SOUTH $76^{\circ}37'25''$ WEST 298.67 FEET; (4) NORTH $87^{\circ}54'37''$ WEST 408.86 FEET; (5) ALONG THE ARC OF A 780.00 FOOT RADIUS CURVE TO THE LEFT 418.64 FEET WITH AN INTERNAL ANGLE OF $30^{\circ}45'06''$ AND A CHORD BEARING SOUTH $76^{\circ}42'50''$ WEST 413.63 FEET TO THE WEST SECTION LINE OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE ALONG SAID WEST SECTION LINE NORTH $00^{\circ}20'47''$ EAST 168.48 FEET; THENCE NORTH $89^{\circ}32'10''$ WEST 66.09 FEET; THENCE NORTH $61^{\circ}48'17''$ WEST 323.90 FEET; THENCE NORTH $23^{\circ}10'15''$ WEST 180.39 FEET TO SAID SOUTH SECTION LINE OF THE SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE SOUTH $89^{\circ}27'01''$ EAST 424.94 FEET TO THE POINT OF BEGINNING. CONTAINING 11,548,574 SQUARE FEET OR 265.119 ACRES. **ADD 40 ACRES**

LESS THAN EXCEPTING THE FOLLOWING:

FUTURE LOT 43 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH $00^{\circ}18'51''$ WEST 1047.59 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH $90^{\circ}00'00''$ EAST 195.99 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH $43^{\circ}14'46''$ EAST 85.00 FEET; THENCE SOUTH $46^{\circ}45'14''$ WEST 120.00 FEET; THENCE NORTH $43^{\circ}14'46''$ WEST 85.00 FEET; THENCE NORTH $46^{\circ}45'14''$ EAST 120.00 FEET. CONTAINING 10200 SQUARE FEET.

FUTURE LOT 44 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH $00^{\circ}18'51''$ WEST 1189.86 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH $90^{\circ}00'00''$ EAST 97.20 FEET FROM THE WEST QUARTER

CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 71.11 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 1.39 FEET, HAVING A CENTRAL ANGLE OF 00°11'15", CHORD BEARS 43°09'08" EAST 1.39 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE NORTH 43°14'46" WEST 72.50 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8700 SQUARE FEET.

FUTURE LOT 51 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 16°45'43" EAST 112.75 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 120.00 FEET; THENCE NORTH 73°14'17" EAST 18.51 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°06'39", CHORD BEARS NORTH 64°40'57" EAST 52.07 FEET TO THE POINT OF BEGINNING. CONTAINING 8532 SQUARE FEET.

FUTURE LOT 52 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 60.27 FEET, HAVING A CENTRAL ANGLE OF 19°44'02", CHORD BEARS NORTH 46°15'36" EAST 59.98 FEET; THENCE SOUTH 53°36'25" EAST 27.60 FEET; THENCE SOUTH 16°45'43" EAST 97.87 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 127.75 FEET TO THE POINT OF BEGINNING. CONTAINING 8783 SQUARE FEET.

FUTURE LOT 53 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 71°30'20" EAST 59.50 FEET; THENCE SOUTH 16°45'43" EAST 94.64 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 117.87 FEET; THENCE NORTH 53°36'25" WEST 27.60 FEET; THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 54.67 FEET, HAVING A CENTRAL ANGLE OF 17°53'35", CHORD BEARS NORTH 27°26'38" EAST 54.45 FEET TO THE POINT OF BEGINNING. CONTAINING 10305 SQUARE FEET.

FUTURE LOT 54 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 48.24 FEET, HAVING A CENTRAL ANGLE OF 15°47'41", CHORD BEARS NORTH 10°35'50" EAST 48.09 FEET; THENCE SOUTH 87°18'01" EAST 102.33

FEET; THENCE SOUTH 16°45'43" EAST 137.60 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 124.64 FEET; THENCE NORTH 71°30'20" WEST 59.50 FEET TO THE POINT OF BEGINNING. CONTAINING 12758 SQUARE FEET.

FUTURE LOT 65 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 880.09 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 849.53 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 44°04'36" EAST 35.94 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 68.37 FEET, HAVING A CENTRAL ANGLE OF 09°13'01", CHORD BEARS SOUTH 39°28'05" EAST 68.29 FEET; THENCE SOUTH 55°08'26" WEST 209.21 FEET; THENCE NORTH 41°56'03" WEST 70.55 FEET; THENCE NORTH 45°55'24" EAST 209.36 FEET TO THE POINT OF BEGINNING. CONTAINING 18372 SQUARE FEET.

FUTURE LOT 73 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 663.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 638.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 44°04'36" EAST 90.00 FEET; THENCE SOUTH 45°55'24" WEST 170.00 FEET; THENCE NORTH 44°04'36" WEST 90.00 FEET; THENCE NORTH 45°55'24" EAST 170.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15300 SQUARE FEET.

FUTURE LOT 74 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 663.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 638.51 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 45°55'24" WEST 170.00 FEET; THENCE NORTH 44°04'36" WEST 98.36 FEET; THENCE NORTH 48°59'49" EAST 171.29 FEET; THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 38.89 FEET, HAVING A CENTRAL ANGLE OF 03°04'25", CHORD BEARS SOUTH 42°32'23" EAST 38.89 FEET; THENCE SOUTH 44°04'36" EAST 50.30 FEET TO THE POINT OF BEGINNING. CONTAINING 15959 SQUARE FEET.

FUTURE LOT 75 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 520.54 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 517.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 97.97 FEET, HAVING A CENTRAL ANGLE OF 07°44'34", CHORD BEARS SOUTH 37°07'54" EAST 97.90 FEET; THENCE SOUTH 48°59'49" WEST 171.29 FEET; THENCE NORTH 44°04'36" WEST 71.67 FEET; THENCE NORTH 28°50'18" WEST 50.51 FEET; THENCE NORTH 56°44'23" EAST 172.67 FEET TO THE POINT OF BEGINNING. CONTAINING 19158 SQUARE FEET.

FUTURE LOT 76 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 520.54 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 517.35 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 56°44'23" WEST 172.67 FEET; THENCE NORTH 28°50'18" WEST 112.10 FEET; THENCE NORTH 61°09'42" EAST 170.00 FEET; THENCE SOUTH 28°50'18" EAST 42.89 FEET; THENCE ALONG THE ARC OF A 725.00 FOOT RADIUS CURVE TO THE LEFT 55.96 FEET, HAVING A CENTRAL ANGLE OF 04°25'19", CHORD BEARS SOUTH 31°02'57" EAST 55.94 FEET TO THE POINT OF BEGINNING. CONTAINING 17980 SQUARE FEET.

FUTURE LOT 80 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 80.10 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 445.60 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 231.96 FEET; THENCE SOUTH 63°24'30" WEST 154.80 FEET; THENCE NORTH 28°50'18" WEST 84.22 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 26.67 FEET, HAVING A CENTRAL ANGLE OF 61°08'03", CHORD BEAST NORTH 01°43'44" EAST 25.43 FEET; THENCE ALONG THE ARC OF A 47.50 FOOT RADIUS CURVE TO THE LEFT 71.74 FEET, HAVING A CENTRAL ANGLE OF 86°31'46", CHORD BEARS NORTH 10°58'07" WEST 65.11 FEET; THENCE NORTH 35°46'00" EAST 78.54 FEET TO THE POINT OF BEGINNING. CONTAINING 22015 SQUARE FEET.

FUTURE LOT 81 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 252.97 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 605.39 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 100.54 FEET; THENCE SOUTH 61°09'42" WEST 183.50 FEET; THENCE NORTH 28°50'18" WEST 103.92 FEET; THENCE NORTH 63°24'30" EAST 159.75 FEET TO THE POINT OF BEGINNING. CONTAINING 17255 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 45°55'24" WEST 205.82 FEET; THENCE NORTH 44°04'36" WEST 20.30 FEET; THENCE ALONG THE ARC OF A 675.00 FOOT RADIUS CURVE TO THE RIGHT 106.32 FEET, HAVING A CENTRAL ANGLE OF 09°01'30", CHORD BEARS NORTH 39°33'50" WEST 106.21 FEET; THENCE NORTH 54°56'55" EAST 202.44 FEET; THENCE SOUTH 42°34'42" EAST 94.47 FEET TO THE POINT OF BEGINNING. CONTAINING 22698 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID

SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 112.38 FEET; THENCE SOUTH 45°55'24" WEST 202.88 FEET; THENCE NORTH 44°04'36" WEST 112.35 FEET; THENCE NORTH 45°55'24" EAST 205.82 FEET TO THE POINT OF BEGINNING. CONTAINING 22958 SQUARE FEET.

LESS THAN EXCEPTING THE FOLLOWING:

THE REUSE POND

EXHIBIT B

MASTER PLAN

EXHIBIT C

PTOS PLAN

EXHIBIT E

DESIGN GUIDELINES

EXHIBIT E

DESIGN GUIDELINES