

RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Kennecott Utah Copper LLC  
4700 Daybreak Parkway  
South Jordan, UT 84009  
Attn: Jeff Stephenson

Entry #: 480118  
01/23/2019 10:41 AM AGREEMENT  
Page: 1 of 57  
FEE: \$143.00 BY: KENNECOTT UTAH COPPER LLC  
, Tooele County, Utah Recorder

**MASTER DEVELOPMENT AGREEMENT  
FOR  
ADOBE ROCK RANCH  
A MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT (this "MDA") is made and entered into as of the 18<sup>th</sup> day of December, 2018, by and between TOOELE COUNTY, a political subdivision of the State of Utah (the "County"), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("Master Developer").

**RECITALS**

- A. Capitalized terms used in these Recitals are defined in Section 1.2 below.
- B. Master Developer owns approximately 1,444+- acres of the land located at or near the northeastern edge of Tooele Valley, immediately south of Interstate-80 and the Great Salt Lake, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and as generally depicted in the proposed P-C Zone Plan/Land Use Master Plan attached hereto as Exhibit "B".
- C. Pursuant to the exercise of its legislative discretion, the County has effectuated the Tooele County General Plan Update (2016), its applicable land use ordinances, and its current zoning map to create the Planned Community Zone as a specific zone of the County (the "P-C Zone"), which P-C Zone was created for the purpose of promoting planned development of land to, among other things, achieve a unique and desirable working and living environment with an innovative integration of mixed uses, including residential, commercial, recreation, education, entertainment and light industrial uses.
- D. The County is legally authorized to enter into development agreements in appropriate circumstances in order to promote orderly development of property proposed to be annexed and property within its boundaries, to implement the County's general plan and to provide necessary physical public facilities and other benefits in connection with development thereof.
- E. Master Developer's Property was previously rezoned as P-C Zone as more fully specified in the Master Plan and has submitted this MDA in satisfaction of one of the requirements set forth in the Tooele County Land Use Ordinance for approval of a P-C Zone Plan.

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

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

H. Development of the Property will include the Intended Uses specified in the Master Plan.

I. Development of the Property as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act and the Zoning Ordinance, and 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 the Act and the Zoning Ordinance.

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 sales 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 Master Developer, its successors and assigns, will have the ability to develop the Property in accordance with this MDA.

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

N. 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., §17-27a-102 (2017).

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 as follows:

## TERMS

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

1.1. **Incorporation.** The foregoing Recitals and the attached Exhibits are hereby incorporated into this MDA.

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

1.2.1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann., §§17-27a-101, *et seq.* (2017).

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

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

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

1.2.5. **Backbone Improvements** means those improvements which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Project and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of "System Improvements", as defined in the Utah Impact Fees Act, Utah Code Ann., § 11-36a-101, *et seq.* (2017).

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

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

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

1.2.9. **County** means Tooele County, a political subdivision of the State of Utah.

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

1.2.11. **County's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the County which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

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

1.2.13. **County's Vested Laws** means the ordinances, policies, standards and procedures of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA, excepting only those provisions of the County's Vested Laws that are specifically superseded by this MDA.

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

1.2.15. **Commission** means the Tooele County Commission.

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

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

1.2.18. **Development Application** means an application or submittal to the County for development of a particular portion of the Project including: a "Community Structure Plan" (or "CSP"), a "Project Plan" (as those terms are used in Chapter 31 of the Tooele County Land Use Ordinance), 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.

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

Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

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

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., § 17-27a-603 (2017), and approved by the County, effectuating a Subdivision of any portion of the Property.

1.2.22. **Homeowners' Association(s) (or "HOA(s)")** means one or more residential homeowners' association or commercial owners' association, as applicable, formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.23. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the County as a condition on development activity as specified in the Utah Impact Fees Act, Utah Code Ann., §§ 11-36a-101, *et seq.*, (2017).

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

1.2.25. **Master Developer** means Kennecott Utah Copper LLC, a Utah limited liability company and its assignees or transferees as permitted by this MDA, provided, however, that when Kennecott Utah Copper LLC transfers, conveys, or otherwise ceases to own any of the Property, Kennecott Utah Copper LLC will no longer be a party to this MDA and all of the rights, duties, and obligations of Kennecott Utah Copper LLC under this MDA shall terminate.

1.2.26. **Master Plan** means Exhibit "B", the P-C Zone Plan/Land Use Master Plan for Adobe Rock Ranch Project, approved by the County, that sets forth general guidelines for the proposed future development of the Project.

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

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

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

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

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

1.2.32. **Parcel** means an area that is not an individually developable lot created by the processes specified in Section 7.14.

1.2.33. **Parties** means, collectively, the County and Master Developer, its successors and assigns.

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

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

1.2.36. **Planning Commission** means the Tooele County Planning Commission.

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

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

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

1.2.40. **Residential Dwelling Unit** means a unit intended to be occupied for residential living purposes; one single-family residential dwelling equals one Residential Dwelling Unit. Separate units in a multi-family dwelling, apartment buildings, condominiums, townhomes, assisted living facilities, etc., may be assigned a Residential Unit Value equivalent pursuant to which such units represent a fraction of a single-family residential dwelling. Any such assignment

shall be approved by the County (as part of a separate development agreement for the applicable portion of the Project, as appropriate, and as required by the Ordinance).

1.2.41. **Residential Units** means the development on the Property of four thousand seven hundred ten (4,710) Residential Dwelling Units.

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

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

1.2.44. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to State Law and/or the Zoning Ordinance.

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

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

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

1.2.48. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36a-102(21) (2016).

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

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

1.2.51. **Zoning Map** means the current Tooele County zoning map as amended from time to time.

1.2.52. **Zoning Ordinance** means Chapter 31 of the Tooele County Land Use Ordinance, adopted pursuant to the Act and in effect as of the date of this MDA as a part of the County’s Vested Laws.

2. **Effect of this MDA.** This MDA shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other

development, infrastructure, reimbursement and other agreements may be entered into by and among the Parties hereto and others with respect to the development of various Phases, Planning Areas or specific infrastructure developments over the course of the Project's development. This MDA is intended to implement the approved Master Plan. It is intended to clarify and add detail to the development approvals and process authorized in the Master Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the Master Plan, the terms and provisions of this MDA shall control. This MDA is not intended to conflict with the Zoning Ordinances, but does include certain clarifications of the Zoning Ordinances agreed to by the Parties. To the extent, if any, that the terms of this MDA are inconsistent with the Zoning Ordinance, then the terms of the MDA shall control.

3. **Term.** The initial term of this MDA shall be until December 31, 2038. If Master Developer has not been declared at that time to be in Default or if such Default is not being properly cured as of the end of the initial term this MDA shall automatically be extended until December 31, 2058. Notwithstanding the foregoing, this MDA shall terminate upon Buildout. Upon termination of this MDA, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this MDA shall be rescinded or limited in any manner.

4. **Development of the Property; Municipal Government.**

4.1. **Development of Property.** Development of the Property shall be in accordance with the County's Vested Laws, the County's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits. The County acknowledges that the Master Plan satisfies any requirements under the Zoning Ordinance for a P-C Zone Plan showing the development of the Property. The parties acknowledge that an application for a referendum of Ordinance 2018-15 has been filed with Tooele County. Ordinance 2018-15 rezoned the subject properties to the Planned Community Zone. This agreement will be null and void if Ordinance 2018-15 is set aside by the election results for the referendum.

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

5.1. **Residential Units/Intended Uses; and Commercial Uses.** At Buildout of the Property, Master Developer shall be entitled to have developed the Residential Units and to have developed the other Intended Uses as specified in the Master Plan. Therefore, the County in accordance with this paragraph and in the Master Plan, hereby agrees that Master Developer is vested with, and granted herein the right to develop 4,710 equivalent residential units, 1,113,000 sq. ft. of Commercial space in the Highway Commercial area; 548,000 sq. ft. of Office and Retail in the Town Center; and 396,000 sq. Ft. of Commercial Office and Retail square feet in the Village, as per the Master Plan subject to compliance with the County's Vested Laws. County also agrees to work with Master Developer in future to increase number of Residential Units and other Intended Uses if determined appropriate to meet future demands of the County.



5.2. **Intended Uses and Residential Dwelling Units.** Intended Uses and number of Residential Dwelling Units for each Planning Area are shown on the Master Plan for the Property.

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

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

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

5.6. **Parking Requirements.** Given the long-term vision, time frame for expected build-out of the Project, and the likelihood of changing traffic demands, mass transit and parking requirements in the community generally, neither Master Developer nor the County are in a position to accurately identify the parking requirements for specific Planning Areas or the variety of potential specific land uses contemplated for the Project. Accordingly, parking requirements for specific Planning Areas and land uses within those Planning Areas shall be established by professionally prepared parking

studies (each a “**Parking Study**”), prepared at the request and at the expense of Master Developer or a Subdeveloper, as applicable, and reviewed and reasonably approved by the County. The findings set forth in a Parking Study shall establish a rebuttable presumption as to the parking requirements for a given Planning Area or particular land use; provided, however, the County may challenge such proposed requirements. In the event the County challenges the requirements set forth in a Parking Study, the County shall submit reasonable evidence of the need for alternative parking requirements, whereupon the County and Master Developer or Subdeveloper shall jointly and in good faith determine the applicable parking requirements for the applicable Planning Area or specific land use at issue.

5.7. **Special Circumstances of the Property.** The Parties acknowledge that the scale and scope of development on the Property may require consideration of the special geographic, economic and terrain conditions. Where such conditions exist, flexibility and creative design techniques may enhance the development of all or any portion of the Property. The Parties agree that should the County’s design, engineering or other standards and/or other rules and regulations unreasonably inhibit productive development of any portion of the Property, the Parties will work cooperatively through the P-C Zone’s planning processes to revise existing, or develop new, design, engineering and other standards, and/or other rules and regulations that will permit full and complete development of the Property in harmony with the scale and special circumstances on the Property. The approval by the County of such revised or new design, engineering or other standards and/or other rules and regulations shall not be unreasonably withheld, conditioned or delayed provided the development of the Property remains within the vested density limitations set forth herein, and the revised or new design, engineering and other standards and/or rules and regulations fall within a range of standard and customary professional practice, considering the special circumstances inherent in the Property.

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

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

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

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

**5.10. 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 the subdivision of a portion of the Property into a Parcel without providing detailed development information in accordance with the specific "Parcel Sales" provisions of the Section 7.14. The County and Master Developer acknowledge that the sale of such Parcels does not create any individually developable lots in the Parcel and are therefore not subject to any requirement in the County's Vested Laws to complete or provide security for Project Infrastructure until the Subdivision of such Parcels. The responsibility for completing and providing security for completion of any Project Infrastructure in a Parcel, if required by the County pursuant to the Ordinance, shall be that of Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually buildable lots.

## **6. Zoning and Vested Rights.**

**6.1. Current Zoning.** The Property is currently zoned as P-C (Planned Community).

**6.2. Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and in equity, the Parties

intend that this MDA grants Master Developer all rights to develop the Property in fulfillment of this MDA without modification or interference by the County except as specifically provided herein. Master Developer has the vested right to develop the Property consistent with, and subject to, this MDA and the Master Plan, and the vested right to have preliminary and final site plans, subdivision plats and other engineering and technical submittals promptly approved by the County subject to compliance with the County's Vested Laws and this MDA. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and in 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., §17-27a-508 (2017).

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

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

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

3. *Safety Code Updates.* County's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Devices or similar standards that are generated by a nationally or statewide Control recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the County's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications

that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the County's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §17-27a-508(1)(a)(ii) (2016); and

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

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

7.1. **Phasing.** The parties acknowledge that the most efficient and feasible development of the Property is dependent on factors such as the adequacy of infrastructure, market demand, interest rates, general economic growth, competition and other applicable factors. Accordingly, the County acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple Development Applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in Phases. Accordingly, the timing, sequencing and phasing of development of the Property shall be determined by Master Developer Master Developer in its subjective business judgment and discretion. Master Developer shall have the right to apply for, process, and, subject to compliance with the County's Vested Laws, concurrently receive approval of, one or more Development Applications, subdivision plats, site plans, building permits and other land use, entitlement and building approvals with respect to the Property or portions thereof. Unless another timeframe is prescribed by statute or ordinance, the County shall review, process and act upon any engineering and technical submittals from Master Developer, including building and grading inspections and applications, and certificates of use and occupancy, within 45 days of the County's receipt of a full and complete submittal.

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

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

7.4. **Outsourcing of Processing of Development Applications.** Within thirty (30) business days after receipt of a Development Application, and upon the request of either party, the Parties will confer and determine whether the County and/or Master Developer or a Subdeveloper wishes the County to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either

party determines 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 Master Developer (either overtime to County employees or the hiring of a County Consultant). If 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 Master Developer or Subdeveloper shall deposit in advance with the County the estimated differential cost and the County shall then promptly proceed with the Outsourced work. 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) 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.

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

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

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

7.7.1. Selection of County Consultants for Review of Certifications Required for Development Applications. The County Consultant undertaking any review by the County required or permitted by this MDA or the Ordinance shall be selected from a list generated by the County for each such County review pursuant to a “request for proposal” process or as otherwise allowed by County ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

7.8. **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, “threatened and endangered species” 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. If the County needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the County, the County may engage such experts as County Consultants with the actual and reasonable costs being the responsibility of Applicant.

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

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

7.11. **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 below.

7.12. **Mediation of Development Application Denials.**

7.12.1. Issues Subject to Mediation. Issues resulting from the County’s Denial of a Development Application that are not subject to arbitration provided in Section 7.13 shall be reasonably mediated.

7.12.2. Mediation Process. If the County and Applicant are unable to resolve a disagreement that is subject to mediation under this MDA, the parties shall attempt within ten (10) business days to appoint a mutually acceptable

mediator with knowledge of the issue in 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 mediation issue and promptly attempt to mediate the issue 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.

### **7.13. Arbitration of Development Application Objections.**

7.13.1. Issues Subject to Arbitration. Issues regarding the County's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or County Vested Law (or, if applicable, a County Future Law) is not an issue subject to arbitration.

7.13.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 7.12.

7.13.3. 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 issue in question. 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 reasonable 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 position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the County to pay the arbitrator's fees.

7.14. **Parcel Sales.** The Parties acknowledge that the most efficient and economic development of the Property depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of development of the Property shall be as determined by Master Developer in its sole subjective business judgment and discretion. To the extent that such conveyances are in anticipation or furtherance of future land use approvals and development of the Project or a particular Parcel therein, the County further agrees that, consistent with the provisions of Utah Code Ann.



§17-27a-103(62)(c)(vi)(2017), Master Developer may convey portions of the Property by metes and bounds prior to recordation of a plat of subdivision for such portion. Master Developer shall issue a Transfer Deed for a Parcel after receiving the written approval of the County to transfer such Parcel via a metes and bounds legal description.

8. **Exclusion from Moratoriums.** The Property and the Project shall be excluded from any moratorium adopted pursuant to Utah Code Ann., §17-27a-504, (2017) unless such a moratorium is found on the record by the Commission to be necessary to avoid jeopardizing a compelling, countervailing public interest.

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

10. **Parks.**

10.1. **Parks, Trails and Open Space Requirements.** The provisions of this Section shall be the requirements for the dedication, improvement and construction of parks, trails and open space in the Project and shall supersede any and all requirements of the County's Vested Laws regarding those matters.

10.2. **Dedication of Parks.** Certain Neighborhood Project Parks may be dedicated to the County, or other local governmental entity, upon their completion and acceptance. Generally, those parks described as County Parks will be dedicated to the County, or other local governmental entity, while those parks designated as Neighborhood Project Parks will not be dedicated to the County, or other local governmental entity, but instead be owned and maintained by an HOA or other entity. Whether a particular park is to be dedicated to the County will be determined in the sole discretion of Master Developer at the approval of a Development Application, subject to the approval of the County, or other local governmental entity, with respect to an actual dedication to the County.

10.3. **Park Plan Approval.** Prior to construction or dedication of any Required Park, Master Developer shall submit to the County, or other local governmental entity, a detailed park plan. The County Commission or County Manager shall reasonably review the park plan and may deny the park plan if the park plan does not comply with the requirements of the County's Vested Laws. Any dispute about this subsection shall be resolved by the meet and confer, mediation and arbitration provisions of Section 7.

10.4. **Maintenance of Parks and Trails Dedicated to the County.** Upon acceptance by the County, or other local governmental entity, of any park being

dedicated to the County, or other local governmental entity, pursuant to Section 10.2 the County, or other local governmental entity, shall be responsible for maintaining such Park or Trail.

**10.4.1. Use Restrictions.** Regardless of the method of conveyance, conveyances to the County, or other local governmental entity, of properties for Parks or Trails may, at the sole discretion of Master Developer, include deed restrictions limiting the uses of the property so conveyed to the purposes of the conveyance.

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

**11. Public Improvements.**

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

**11.2. No Additional Backbone Improvements Requirements.** The County shall not, directly or indirectly, charge Master Developer, its affiliates or successors, Subdevelopers or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for the Backbone Improvements.

**11.3. Construction Prior to Completion of Infrastructure.** Anything in the Zoning Ordinance notwithstanding, Master Developer may obtain building permits and/or temporary Certificates of Occupancy for model homes, home shows, sales offices, construction trailers or similar temporary uses prior to the installation of all Project Infrastructure or Backbone Improvements required to be eventually completed so long as such installation is secured pursuant to the County's Vested Laws.

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

**13. CC&Rs.** The Homeowners' Association(s) will be responsible for the implementation and enforcement of the applicable CC&Rs. 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.

14. **Payment of Fees.**

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

14.2. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure which are System Improvements. The County shall ensure that Master Developer is either not charged Impact Fees for such System Improvements or that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for such System Improvements as required by State law.

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

15. **Construction Standards and Requirements.**

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

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

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

reasonably cooperate with the Applicant in seeking to secure such permits from other governmental entities.

16. **Provision of Municipal Services.** The County shall provide all services to the Property that are provided to other residents and properties within the County including, but not limited to, garbage collection, 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 other residents and properties in the County.

17. **Default.**

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

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

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

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

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

17.2.4. **Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

17.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.10 and 7.12. If the claimed Default is subject to Arbitration as provided in Section 7.13 then the parties shall follow such processes.

17.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies:

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

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

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

17.5. **Public Meeting.** Before any remedy in Section 17.4.3 may be imposed by the County, the party allegedly in Default shall be afforded the right to attend a public meeting before the Commission and address the Commission regarding the claimed Default.

17.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the 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 17.4.3 without the requirements of Sections 17.3. The County shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and Master Developer and/or any applicable Subdeveloper shall be allowed to address the Commission at that meeting regarding the claimed emergency Default.

17.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

18. **Notices.** All notices required or permitted under this 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:  
Kennecott Utah Copper LLC  
4700 Daybreak Parkway  
South Jordan, UT 84009  
Attn: Jeff Stephenson  
Email: [stephenj@riotinto.com](mailto:stephenj@riotinto.com)  
Tel: 801-558-4355

To the County:  
Tooele County  
Attn: County Commission  
47 S. Main  
Tooele, UT 84074  
Tel: 435-843-3150

With a copy to:  
Tooele County Attorney's Office  
74 South 100 East, #26  
Tooele, UT 84074  
Tel: 435-843-3120

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

18.1.1. Physical Delivery. Its actual receipt, if delivered personally, by 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).

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

18.1.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage 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.

19. **Administrative Actions.**

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

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

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

19.2.1. Referral by Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any the

Administrative Action the Administrator may require the Administrative Action to be processed as a Modification Application.

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

19.2.3. Notification Regarding Administrator's Approval. If the Administrator approves any Administrative Action the Administrator shall notify the Commission or Council in writing of the proposed approval. Unless the Administrator receives a notice requiring that the proposed Administrative Action be considered by the County Commission or Council as a Modification Application then approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the County.

19.2.4. County Commission or Council Requirement of Modification Application Processing. Any member of the Commission or Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

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

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

20.1. **Who May Submit Modification Applications.** Only the 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 Subdeveloper) may submit a Modification Application.

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

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

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

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

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

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

20.2.6. Fee. 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.

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

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

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

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

**20.5. 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 reasonably consider the Modification Application.

**20.6. Commission's Objections to Modification Applications.** If the Commission or Council objects to the Modification Application, the Commission or Council 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, if applicable, the County's Future Laws).

**20.7. Meet and Confer regarding Modification Applications.** The Commission or Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Commission or Council's objections.

**20.8. Mediation of Commission's Objections to Modification Applications.** If the Commission or Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two



experts shall, between them, choose the single mediator. Master Developer and the County shall each pay one-half of the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue 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.

21. **10-year Reviews.** Every ten years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and April 15 of 2028 and then every ten years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may reasonably and in good faith propose amendments for the consideration of the Parties including increasing residential and commercial densities.

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

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

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

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

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

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

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

**27.2. 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 Property 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.

**27.3. 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.

**27.4. Deemed Approved.** Unless the County objects in writing within twenty (20) days the County shall be deemed to have approved of and consented to the assignment.

**27.5. 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.

**27.6. Grounds for Denying Assignment.** The County may only withhold its consent if the County is not reasonably satisfied of the assignees financial 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" and "Mediation" processes specified in Sections 7.10 and 7.12. If the refusal is subject to Arbitration as provided in Section 7.13 then the parties shall follow such processes.

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

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

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

30. **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.

31. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires 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.

32. **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.

33. **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 Community Development Director of the County. The initial representative for Master Developer shall be Jeff Stephenson. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Property.

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

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

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

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

38. **Other Cooperation by Master Developer.** Master Developer agrees that as long as the MDA is in full force and effect and the Property is zoned P-C Zone, then it will cooperate with the County in good faith in connection with the following:

38.1. **Highway 201 Extension.** The County's proposed extension of Highway 201 running parallel to Interstate 80 between Lake Point and Highway 201 as generally shown on Exhibit "C" attached hereto. If and when the County pursues such project, then Master Developer agrees to work with the County to help determine a design and alignment for such extension reasonably acceptable to the County and Master Developer and, to the extent applicable, dedicate to the County any portions of the approved roadway alignment right of way then owned or controlled by Master Developer, if any. Under no circumstances shall Master Developer be required to acquire any property in connection with such roadway extension project.

38.2. **Center Street & Pole Canyon Realignment.** The County's proposed Center Street & Pole Canyon Realignment project, including the dedication of right-of-way as shown and described on Exhibit "D" attached hereto.

Notwithstanding the foregoing or anything to the contrary contained herein, if the MDA is terminated or the Property is no longer zoned P-C Zone, whether by referendum or otherwise, then Master Developer's obligations under this Section shall terminate and be of no further force or effect and any property previously dedicated by Master Developer (or its affiliates) hereunder shall immediately revert to Master Developer (or the affiliate making such dedication) and all instruments of transfer or dedication shall provide for such reversion.

*[Signatures on following page]*

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

COUNTY:

TOOELE COUNTY,  
a political subdivision of the State of Utah

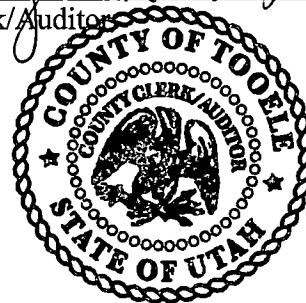
By: Wade B. Bitner  
Name: Wade B. Bitner  
Its: Commission Chair

Approved as to form and legality:

Attest:

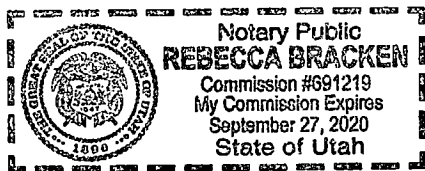
Christa Bracken  
County Attorney

Marilyn K. Hellette  
County Clerk/Auditor



STATE OF UTAH            )  
  :ss.  
COUNTY OF TOOELE    )

On the 20 day of December, 2018, Wade B. Bitner personally appeared before me who being by me duly sworn, did say that he is the Commission Chair of Tooele County, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body.



Rebecca Bracken  
NOTARY PUBLIC  
Residing at: Tooele County

**MASTER DEVELOPER:**

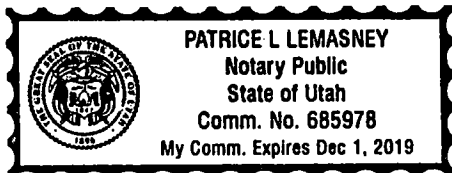
KENNECOTT UTAH COPPER LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Marc Cameron  
Its: Managing Director RTCC.

Approved as to form  
RTKC LEGAL DEPARTMENT  
By: [Signature]  
George J. Stewart  
Chief Counsel - US  
Date: 1/2/2019

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

On 2 the day of January, 2019, personally appeared before me  
Marc Cameron, the Managing Director of KENNECOTT UTAH  
COPPER LLC, a Utah limited liability company, who acknowledged that he/she, being duly  
authorized, did execute the foregoing instrument on behalf of KENNECOTT UTAH COPPER  
LLC, a Utah limited liability company.



Patrice L. Lemasney  
NOTARY PUBLIC  
Residing at: So Jordan

**Exhibit "A"**

**Legal Description of Property**

[ATTACH OVERALL BOUNDARY DESCRIPTION OF ENTIRE PROPERTY]

- 05-026-0-0011- ALL OF THE N 1/2 AND THE E 1/2 SE 1/4 OF SEC 8, T2S, R4W, SLB&M. (BALANCE OF 5-26-1 AFTER 5-26-6 FOR 2001 YEAR.) 400 AC ---LESS 133.55 AC TO 5-26-8. (BALANCE OF 5-26-7 AFTER 5-26-8 FOR 2010 YEAR.) 266.45 AC----LESS 21.936 AC TO 5-26-10. (BALANCE OF 5-26-9 AFTER 5-26-10 FOR 2017 YEAR.) 244.514 AC
- 05-027-0-0021- NE 1/4 OF NE 1/4, S 1/2 OF NE 1/4, NE 1/4 OF SE 1/4, S 1/2 OF NW 1/4, W 1/2 OF SW 1/4. ALSO ALL THAT PART OF W 1/2 OF SE 1/4, & THE E 1/2 OF SW 1/4 SEC 9, T2S, R4W, SLB&M, LYING N OF WHAT IS KNOWN AS AND CALLED MILL CREEK OR DITCH, ALSO N 1/2 OF NW 1/4 AND NW 1/4 OF NE 1/4 SEC 9, T2S, R4W, SLB&M. 536.00 AC. (BEGINNING 2002 YR 12.18 ACRES ARE STATE ASSESSED. THE REMAINING 523.82 ACRES ARE LOCALLY ASSESSED FOR 2002 YEAR. PER STATE TAX COMMISSION.) 05/07/2002 05/07/2002---LESS 1.11 AC TO LEUCADIA 5-27-7 FOR 2007 YEAR- (BALANCE OF 5-27-7 FOR 2007 YEAR-TOOK ACREAGE FROM LOCALLY ASSESSED) 522.71 AC---LESS 11.45 AC TO 5-27-20. (BALANCE OF 5-27-8 AFTER 5-27-20 FOR 2010 YEAR.) (TOOK AC FROM LOCALLY ASSESSED) 511.27
- 05-027-0-0009- THAT PORTION OF SE 1/4 OF THE SE 1/4 OF SEC 9, T2S, R4W, SLB&M LYING NORTH OF THE FOLLOWING DESC PARCEL: BEG AT A PT WHICH LIES N 89°55'05" E 786.11 FT ALG THE N SEC LI OF SEC 16, AND S 63°08'03" W 1244.10 FT FROM THE N 1/4 COR OF SEC 16, T2W, T4W, SLB&M, SD PT BE A PT ON AN EXISTING FENCE LI AND TRAVERSING TH N 63°08'03" E 1805.98 FT ALG SD FENCE LI TO AN EXISTING FENCE COR, TH N 00°53'30" E 681.18 FT ALG AN EXISTING FENCE LI TO AN EXISTING FENCE COR; TH N 89°12'05" E 2687.51 FT ALG AN EXISTING FENCE LI TO AN EXISTING FENCE COR; TH N 00°09'52" E 364.55 FT; TH S 89°58'12" E 165.31 FT TO A PT ON THE W R/W LI OF STATE HIGHWAY 36, SD PT ALSO BEING A PT ON THE ARC OF A 905.40 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (BEARING TO RADIUS = S 89°49'50" W); TH SWLY 862.81 FT ALG TH ARC OF SD CURVE THRU A CENTRAL ANGLE OF 54°36'02" TO A PT ON THE N R/W LI OF STATE HIGHWAY 40-50; TH S 51°25'52" W 1583.06 FT ALG SD R/W; TH LEAVING SD R/W N 38°04'48" W 459.10 FT; TH S 51°25'52" W 284.65 FT TH S 38°04'48" E 459.10 FT TO A PT ON THE N R/W LI OF STATE HIGHWAY 40-50, TH S 51°25'52" W 649.57 FT ALG SD R/W; TH LEAVING SD R/W S 30°30'00" E 207.37 FT, TH S 52°30'00" W 1137.70 FT; TH N 24°52'00" W 209.12 FT TO A PT ON THE N R/W LI OF STATE HIGHWAY 40-50, SD PT BEING A PT ON THE ARC OF A 7589.50 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (BEARINGS TO RADIUS=N 34°30'24" W); TH SWLY 354.60 FT ALG THE ARC OF SD CURVE AND R/W THRU A CENTRAL ANGLE OF 02°40'37", TH S 58°10'13" W 301.58 FT TO A PT ON THE ARC OF A 3000.00 FT RADIUS CURVE TO THE RIGHT; TH SWLY 369.72 FT ALG THE ARC OF SD CURVE THRU A CENTRAL ANGLE OF 05°09'04"; TH S 63°19'18" W 2542.99 TO A PT ON THE ARC OF A 3500.00 FT RADIUS CURVE TO THE LEFT; TH SWLY 166.05 FT ALG THE ARC OF SD CURVE THRU A CENTRAL ANGLE OF 02°43'06", TH S 60°36'12" W 866.49 FT TO A PT ON A EXISTING FENCE COR, TH LEAVING SD R/W N 30°06'40" W 1642.76 FT ALG AN EXISTING FENCE LI TO AN EXISTING FENCE COR; TH N 62°34'10" E 3947.69 FT ALG AN EXISTING FENCE LI TO THE POB. (OUT OF 5-27-3 AND 5-27-6 FOR 2007 YEAR.)



- 05-028-0-0037- THAT PORTION OF SW 1/4 OF THE SW 1/4 OF SEC 10, T2S, R4W, SLB&M LYING NORTH OF THE FOLLOWING DESC PARCEL: BEG AT A PT WHICH LIES N 89°55'05" E 786.11 FT ALG THE N SEC LI OF SEC 16, AND S 63°08'03" W 1244.10 FT FROM THE N 1/4 COR OF SEC 16, T2W, T4W, SLB&M, SD PT BE A PT ON AN EXISTING FENCE LI AND TRAVERSING TH N 63°08'03" E 1805.98 FT ALG SD FENCE LI TO AN EXISTING FENCE COR, TH N 00°53'30" E 681.18 FT ALG AN EXISTING FENCE LI TO AN EXISTING FENCE COR; TH N 89°12'05" E 2687.51 FT ALG AN EXISTING FENCE LI TO AN EXISTING FENCE COR; TH N 00°09'52" E 364.55 FT; TH S 89°58'12" E 165.31 FT TO A PT ON THE W R/W LI OF STATE HIGHWAY 36, SD PT ALSO BEING A PT ON THE ARC OF A 905.40 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (BEARING TO RADIUS = S 89°49'50" W); TH SWLY 862.81 FT ALG TH ARC OF SD CURVE THRU A CENTRAL ANGLE OF 54°36'02" TO A PT ON THE N R/W LI OF STATE HIGHWAY 40-50; TH S 51°25'52" W 1583.06 FT ALG SD R/W; TH LEAVING SD R/W N 38°04'48" W 459.10 FT; TH S 51°25'52" W 284.65 FT TH S 38°04'48" E 459.10 FT TO A PT ON THE N R/W LI OF STATE HIGHWAY 40-50, TH S 51°25'52" W 649.57 FT ALG SD R/W; TH LEAVING SD R/W S 30°30'00" E 207.37 FT, TH S 52°30'00" W 1137.70 FT; TH N 24°52'00" W 209.12 FT TO A PT ON THE N R/W LI OF STATE HIGHWAY 40-50, SD PT BEING A PT ON THE ARC OF A 7589.50 FT RADIUS NON-TANGENT CURVE TO THE RIGHT (BEARINGS TO RADIUS=N 34°30'24" W); TH SWLY 354.60 FT ALG THE ARC OF SD CURVE AND R/W THRU A CENTRAL ANGLE OF 02°40'37", TH S 58°10'13" W 301.58 FT TO A PT ON THE ARC OF A 3000.00 FT RADIUS CURVE TO THE RIGHT; TH SWLY 369.72 FT ALG THE ARC OF SD CURVE THRU A CENTRAL ANGLE OF 05°09'04"; TH S 63°19'18" W 2542.99 TO A PT ON THE ARC OF A 3500.00 FT RADIUS CURVE TO THE LEFT; TH SWLY 166.05 FT ALG THE ARC OF SD CURVE THRU A CENTRAL ANGLE OF 02°43'06", TH S 60°36'12" W 866.49 FT TO A PT ON A EXISTING FENCE COR, TH LEAVING SD R/W N 30°06'40" W 1642.76 FT ALG AN EXISTING FENCE LI TO AN EXISTING FENCE COR; TH N 62°34'10" E 3947.69 FT ALG AN EXISTING FENCE LI TO THE POB. (OUT OF 5-28-8 AND 5-28-34 FOR 2007 YEAR.) 11.29 AC
- 05-028-0-0056- A PARCEL OF LAND LOCATED IN SECTION 10 AND SECTION 15 OF TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°53'58" EAST 3954.773 FEET ALONG THE QUARTER SECTION LINE TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 00°10'07" WEST 1329.732 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE WEST LINE OF LAKE POINT ESTATES PHASE 1 & 2 SUBDIVISIONS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE SOUTHWEST CORNER OF LAKE POINT ESTATES PHASE 2 SUBDIVISION; THENCE SOUTH 89°58'37" EAST 1314.756 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE SOUTH LINE OF SAID LAKE POINT ESTATES PHASE 2 SUBDIVISION TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 00°10'36" WEST 1327.951 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 00°14'21" EAST 2625.950 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°55'58" WEST 1562.291 FEET

ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO A POINT ON THE UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY FOR THE FOLLOWING (4) COURSES: (1) NORTH 09°10'16" EAST 907.998 FEET; (2) ALONG A SPIRAL, THE CHORD OF WHICH IS NORTH 10°48'37" EAST 325.571 FEET TO A POINT ON A 1860.077 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, (RADIUS BEARS SOUTH 75°52'37" EAST); (3) ALONG THE ARC OF SAID CURVE 1133.433 FEET THROUGH A CENTRAL ANGLE OF 34°54'47"; (4) ALONG A SPIRAL, THE CHORD OF WHICH IS NORTH 52°20'21" EAST 325.712 FEET; (5) NORTH 53°59'16" EAST 560.647 FEET; THENCE NORTH 00°10'36" EAST 598.507 FEET ALONG A LINE BEING 50.000 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO A POINT BEING 670.000 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°56'43" WEST 2579.332 FEET ALONG A LINE BEING 670.000 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 ALSO BEING THE QUARTER SECTION LINE; THENCE NORTH 00°09'37" EAST 661.510 FEET ALONG SAID QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 89°58'43" WEST 2634.469 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE NORTH 00°04'12" WEST 1335.151 FEET ALONG THE SAID WEST LINE TO THE POINT OF BEGINNING. PROPERTY CONTAINS 231.413 ACRES. LESS AND EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN STATE ROAD 36, CENTER STREET, AND POLE CANYON ROAD VACATION AND DEDICATION PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF; ALSO LESS AND EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN THE UNION PACIFIC RAILROAD RIGHT-OF-WAY. OUT OF 5-28-30 AND 5-33-1 FOR 2017 YEAR. 231.413 AC

05-028-0-0033- S 1/2 NW 1/4 & NW 1/4 NW 1/4 & SW 1/4 NE 1/4 & THAT PART OF THE SE 1/4 NE 1/4 LYING W OF COUNTY RD (CENTER ST) & NW 1/4 NE 1/4 SEC 10, T2S, R4W, SLM ---LESS 9.53 AC TO UDOT (635/406 & 635/409) FOR 2001 YEAR. .BALANCE DESC OF 5-28-21 FOR 2006 YEAR.

05-022-0-0002- A PIECE OF LAND 43.27 ACRES IN SEC 4, T2S, R4W, SLB&M. WAS A REFERENCE CARD

05-021-0-0017- BEG AT THE SW COR OF SEC 3, T2S, R4W, SLB&M, TH N 1375 FT, TH NELY 3470 FT TO LAKE POINT IMPROVEMENT CO PPTY, TH S 1092.2 FT, TH E 1108 FT, TH S 402.39 FT, TH S 34°11'29" W 427.69 FT, TH W 2392.69 FT, TH S 1320 FT TO THE SEC LI, TH W 1320 FT TO THE POB. OUT OF 5-21-7 FOR 2001 YEAR. (NEW DESCRIPTION AFTER DEED TO UDOT 635/411 FOR 2001 YEAR) 122.38 ACRES 01/30/2001 02/05/2002 (9.02 ACRES ARE STATE ASSESSED FOR TAX YEAR 2002. 113.35 ACRES ARE LOCALLY ASSESSED FOR TAX YEAR 2002 PER STATE TAX COMMISSION.) 04/17/2002 04/17/2002 (SEE STATE ASSESSED 98-000-0-0045)



05-021-0-0002- BEG 1750 FT N OF SW COR SEC 3, T2S, R4W, SLM, ON NWLY RW LI OF I-80, TH N 1675 FT TO HARDY SALT PPTY, TH N 68 21', E 4257 FT TO W LI OF LOT 1, TH S 580 FT M/L TO N LI OF I-80, TH SWRLY ALG N LI OF I-80, 4710 FT TO POB. 103.96 ACRES 04/22/2002 04/22/2002

05-033-0-0034- THE E 1/2 OF THE SW 1/4 OF SEC 15, T2S, R4W, SLB&M, LYING E OF U-36. 44.27 AC --- ALSO BEG AT THE N 1/4 COR OF SEC 15, T2S, R4W, SLB&M, TH S 89°57'10" W 828.25 FT TO THE E R/W LI OF STATE HWY 36, TH S 5°11'25" E 1644.93 FT, TH S 84°48'35" W 100 FT, TH SLY ALG E BDY OF HWY 36 975.41 FT TO THE 1/4 SEC LI, TH E ALG THE 1/4 SEC LI 698.54 FT M/L TO THE N-S 1/4 SEC LI, TH N 0°10'09" E 2614.39 FT TO THE POB. ---LESS 10.742 AC TO UDOT (224487). BALANCE DESCRIPTION AFTER 10.742 AC TO UDOT FOR 2005 YEAR.

# PC Zone and Plan



### Legend

-  Rio Tinto-owned land to be developed (1444 total acres)
-  Rio Tinto Property Boundary indicated by White Dashed Line

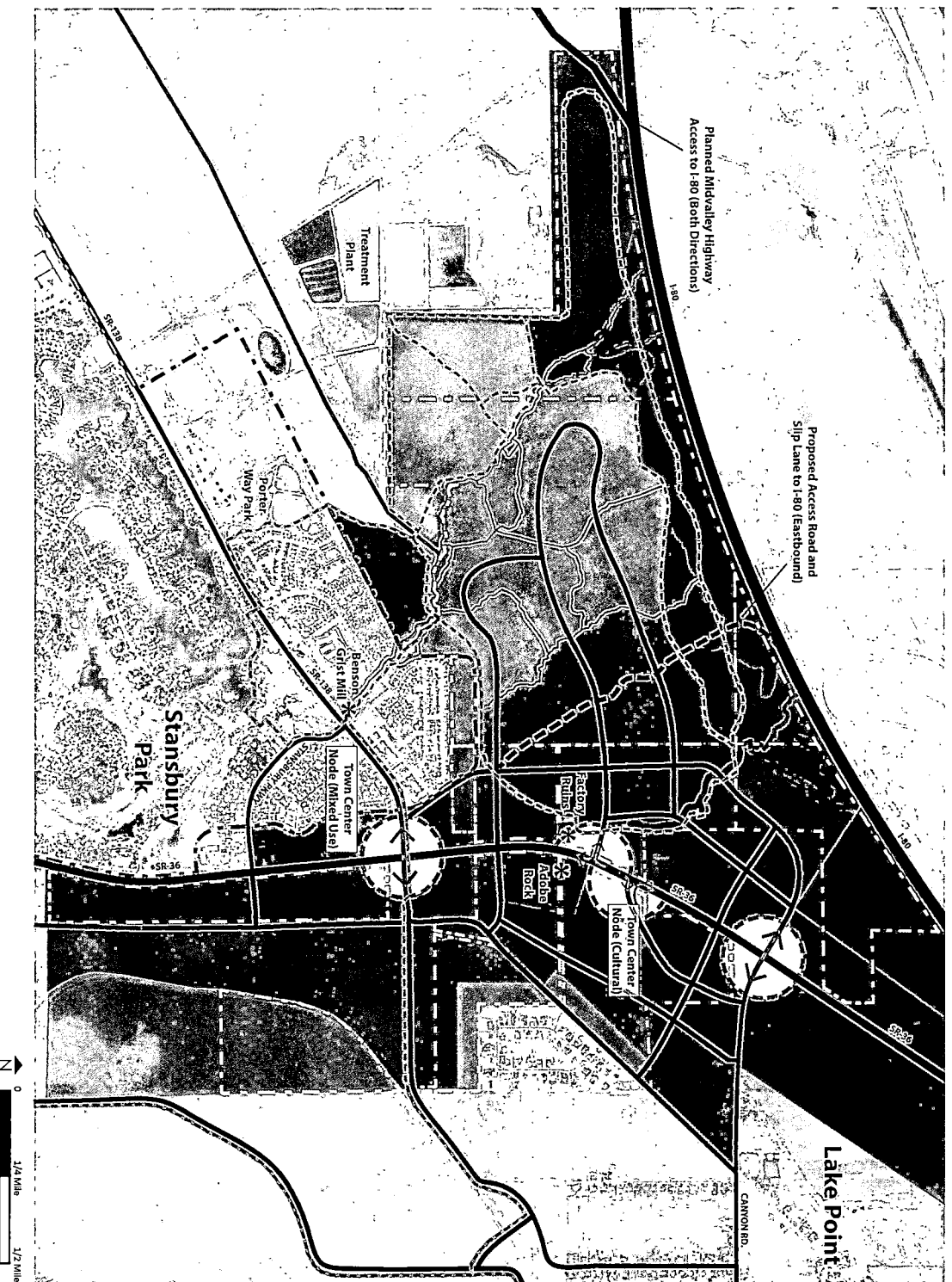


**Exhibit "B"**

**Master Plan**

[ATTACH P-C ZONE AND PLAN – ADOBE ROCK RANCH – LAND USE MASTER PLAN]

# Community Structure and Context Plan



Adobe Rock Ranch - Land Use Master Plan  
August 31, 2018

### Legend

- Highway Commercial
- Town Center
- Village
- Neighborhood
- Parks and Open Space (Primary)
- Community Node
- Primary Highway Crossing
- Right Turn Only Access
- Approximate Wetland Location
- Primary Trail System
- Open Space Corridor/Secondary Trails
- Waterway/Drainages
- Note: Rio Tinto Property Boundary Indicated by White Dashed Line

### ADOBE ROCK RANCH PLANNED COMMUNITY

This Planned Community is located near the northeastern edge of Tooele Valley, immediately south of Interstate-80 and the Great Salt Lake. The area is just north of Stansbury Park and Lake Point communities, and is bisected by SR-36, a state highway that connects the freeway to Tooele, Stockton and areas further to the south.

The land use concept reflects the general vision contained in the Tooele County General Plan Update (2016), which was recently adopted in support of higher-density, urban-type development patterns in this area.

The planning concept concentrates higher-density Town Center development along the highway, with commercial, cultural, civic and retail and community service uses concentrated at two Community Nodes centered at the intersections associated with Factory Springs/Adobe Rock and SR-138.

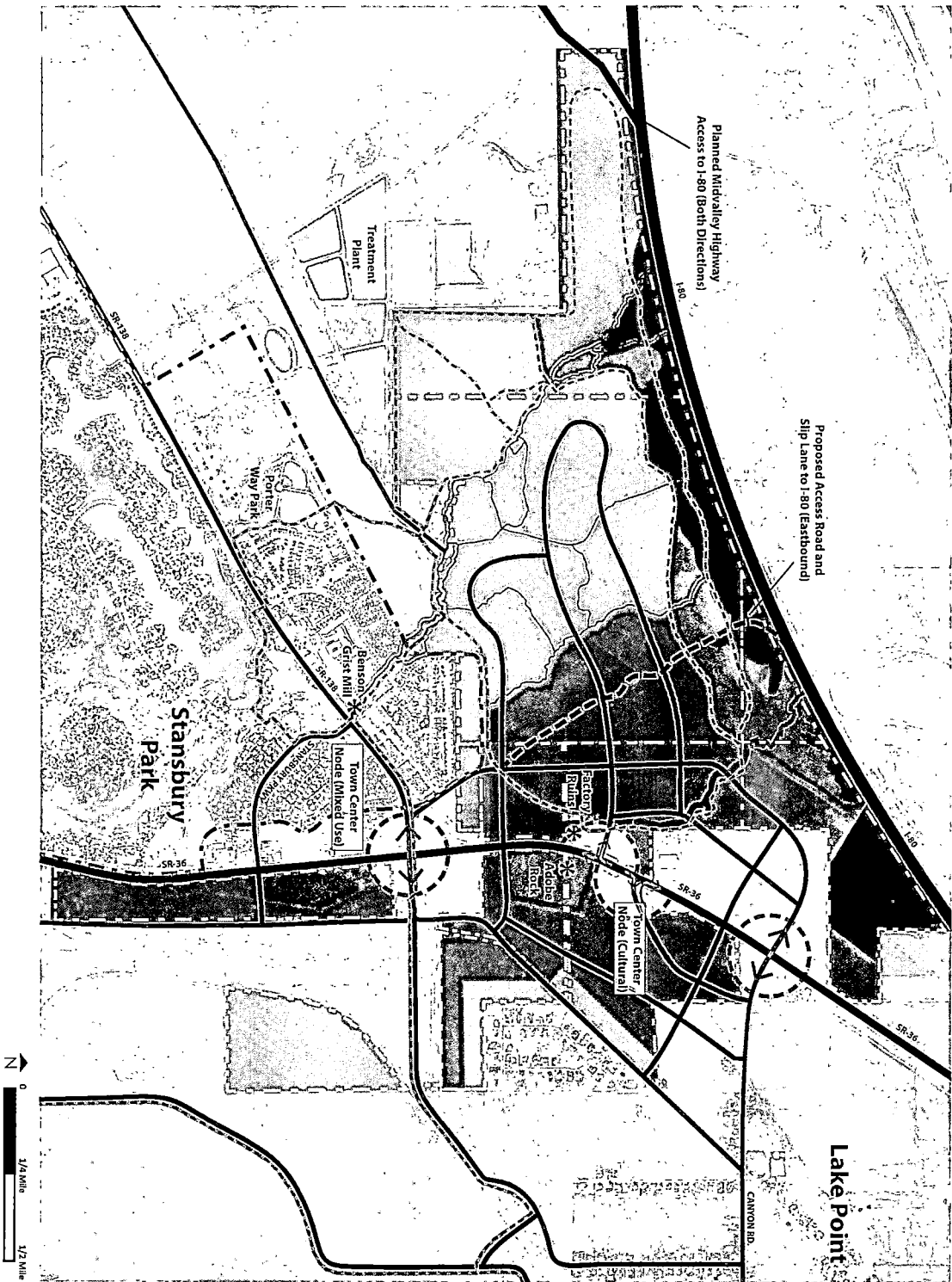
As one proceeds beyond the SR-36 corridor to the south, west and east the land use profile transitions to Village uses and eventually to Neighborhood uses near the outskirts of the district. A small area dedicated to Highway Commercial uses is located in the northernmost extents of the district, sandwiched between I-80 and a swath of Town Center that lines the west side of SR-36. This area is earmarked for a wide range of commercial, light-industrial and flex-type uses.

The area includes a generous open space system composed of an interconnected trails and trail corridors system that is linked with lowland open spaces adjacent to I-80, nearby parks and destinations, and proposed community nodes and destinations. More specifically, the trail system links the extensive open space system with the various lakes, ponds and wetland areas associated with the Factory Springs node and Adobe Rock Community Park, which is located on the east side of SR-36. This park will preserve and highlight the iconic Adobe Rock geologic feature as part of a centrally-situated park.

The primary road system includes SR-36, SR-138 and a new road linking Factory Springs/Adobe Rock Community Park. The secondary road system consists of well-spaced roads that link the new community with existing and proposed roads on either side of SR-36.



# Community Structure Plan



- Legend**
- Highway Commercial
  - Town Center
  - Village
  - Neighborhood
  - Parks and Open Space (Primary)
  - Community Node
  - Primary Highway Crossing
  - Right Turn Only Access
  - Approximate Wetland location
  - Primary Trail System
  - Open Space Corridor/Secondary Trails
  - Waterways and Ditches

**Land Use Acceage**

LAND USE	ACRES	% OF TOTAL ACRES
Highway Commercial	52	3.6
Town Center	399	24.8
Village	233	18.2
Neighborhood	441	30.5
Parks and Open Space (Primary)	329	22.9
	1,444	100

Note: the triño Property Boundary indicated by White Dashed Line



# Land Use Table

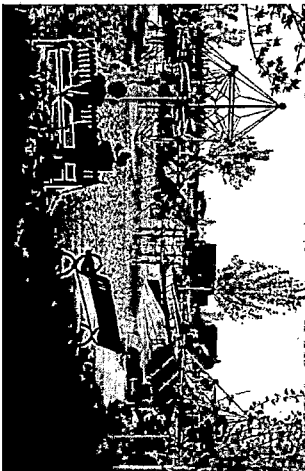
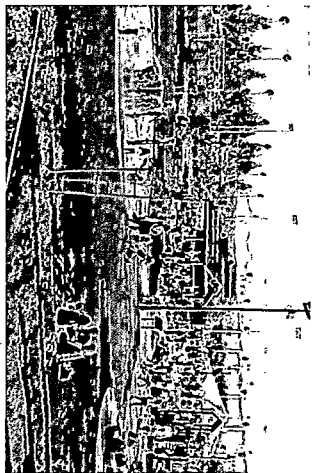
LAND USE	ACRES	% OF TOTAL ACRES	ASSUMPTIONS	CALCULATIONS	PROJECTED UNITS/ERUS	% OF TOTAL UNITS/ERUS
Highway Commercial	20	1.4	As part of the gateway commercial center, this area includes a wide range of commercial, light industrial and flex-type uses. No residential uses proposed.	N/A	N/A	0
Town Center	359	24.8	Mix of residential, office, commercial and similar uses proposed as part of creating a discernible mixed-use town/small city. Uses may be mixed vertically or horizontally. 30% of acreage is assumed to be dedicated to trails, open space, local parks, etc. Average density of seven units/ERUs per acre.	359 x 7	2,513	53.4
Village	263	18.2	This category encompasses a wide range of higher-density housing types and forms, including townhomes, apartments and condominiums. These areas will provide the critical population for the new community and will be well-coordinated with adjacent Mixed Use and Low-Density Residential areas. 30% of acreage is assumed to be dedicated to trails, open space, local parks, etc. Average density of five units per acre.	263 x 5	1,315	27.9
Neighborhood	441	30.6	This category encompasses a range of residential forms, styles and densities, all laid out as part of engaging and coordinated neighborhoods. Single-family residential uses with net densities averaging two units per acre. Clustered Development is the preferred pattern for larger holdings. 30% of acreage is assumed to be dedicated to trails, open space, local parks, etc.	441 x 2	882	18.7
Parks and Open Space (Primary)	361	25	Primary open space system, consisting of natural lands, major trail corridors and two parks (Factory Springs Community Center Park and Adobe Rock Community Park). Finer grain parks, open corridors and open spaces assumed will be included as part of detailed site design for the various other land uses.	N/A	N/A	0
	<b>1,444</b>	<b>100</b>	<b>N/A</b>	<b>N/A</b>	<b>4,710</b>	<b>100</b>





# Parks, Trails and Open Space

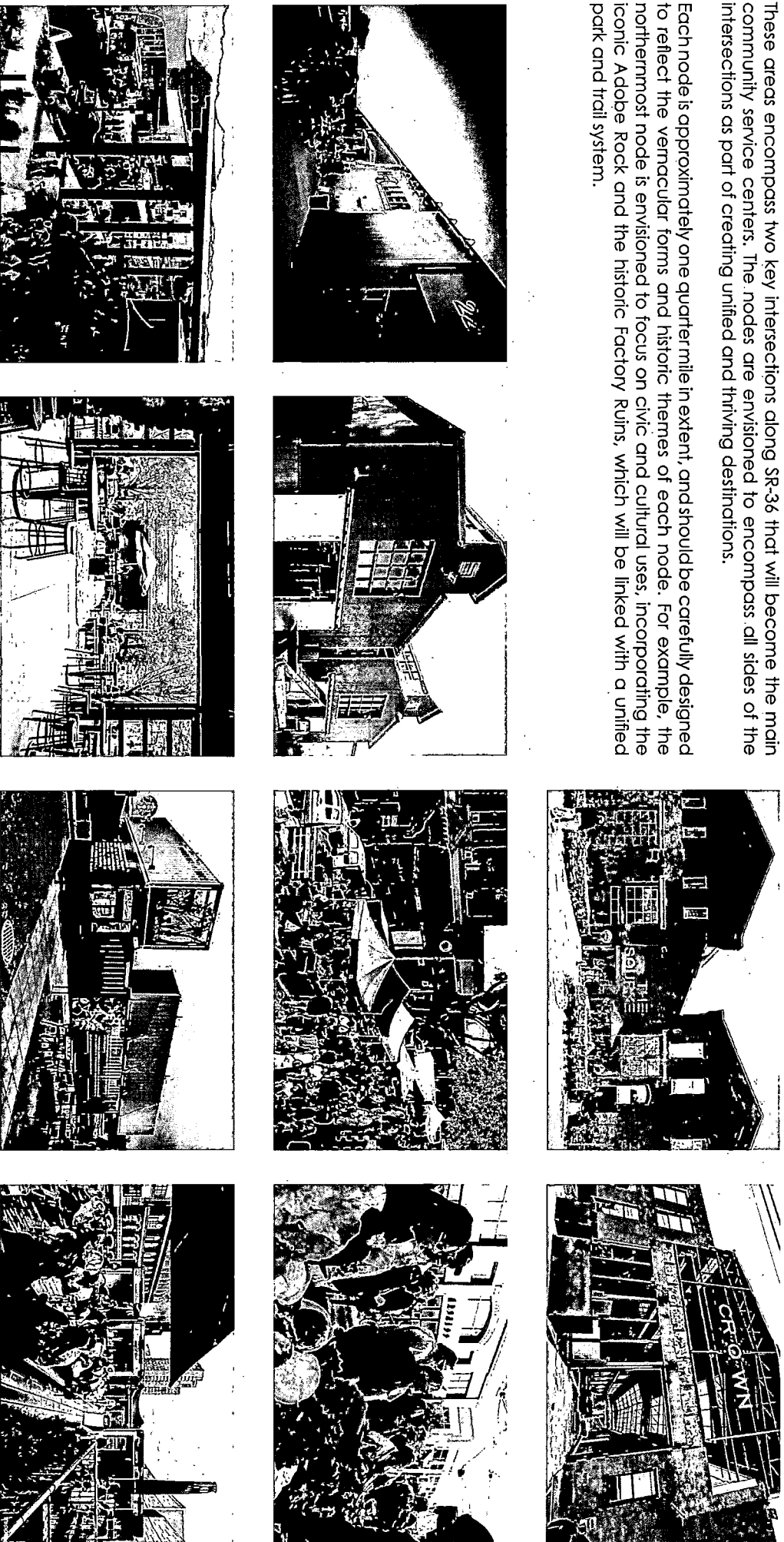
Nearly one-quarter of the district is comprised by the primary open space system, which encompasses a range of natural lands, wetlands, major trail corridors and two parks (**Factory Springs District Park** and **Adobe Rock Community Park**). The trails system is extensive and fully-connected, linking community destinations, parks and open spaces in the area with regional facilities. A finer-grain system of trails, parks and open spaces will be included as part of detailed site design for the other land uses, and will focus on meeting the park, trails and open space needs of individual neighborhoods and sub-districts.



# Community Nodes

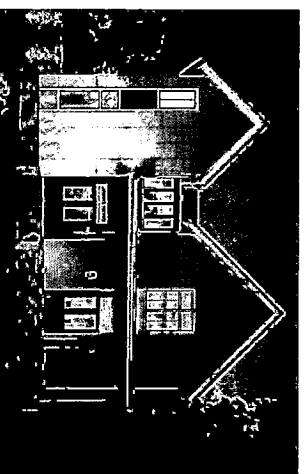
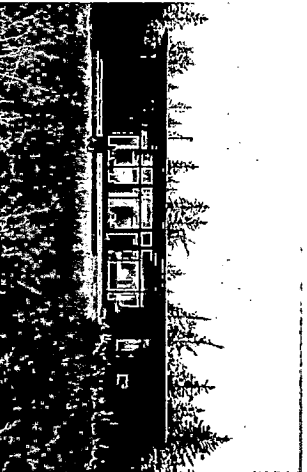
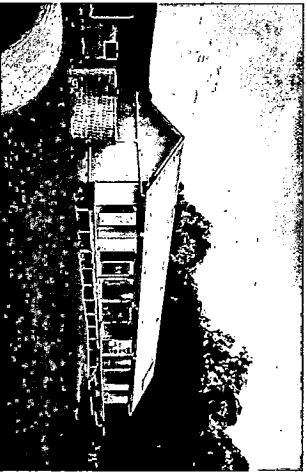
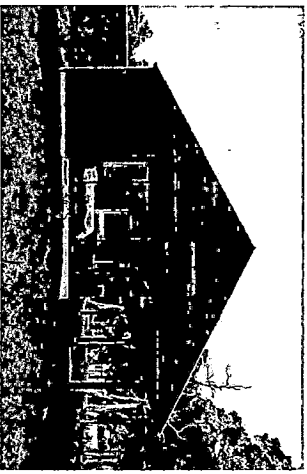
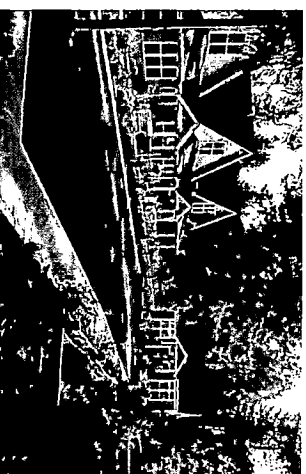
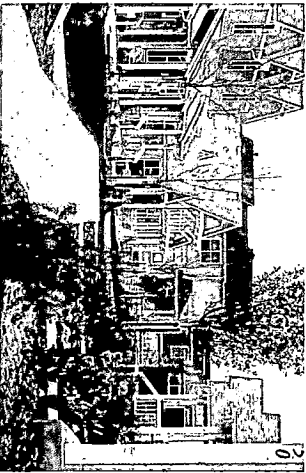
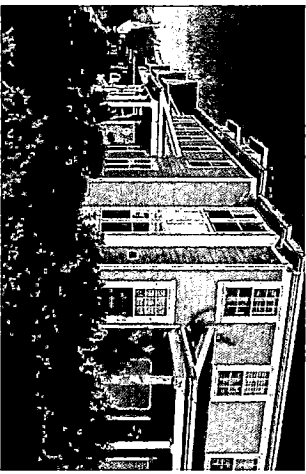
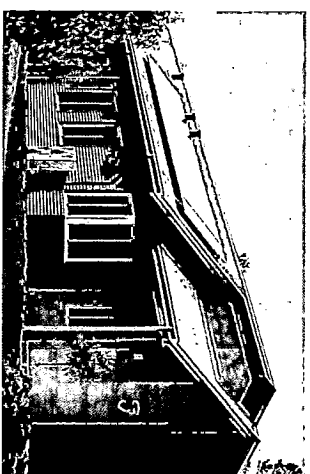
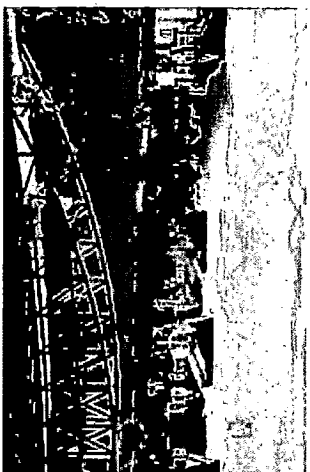
These areas encompass two key intersections along SR-36 that will become the main community service centers. The nodes are envisioned to encompass all sides of the intersections as part of creating unified and thriving destinations.

Each node is approximately one quarter mile in extent, and should be carefully designed to reflect the vernacular forms and historic themes of each node. For example, the northernmost node is envisioned to focus on civic and cultural uses, incorporating the iconic Adobe Rock and the historic Factory Ruins, which will be linked with a unified park and trail system.



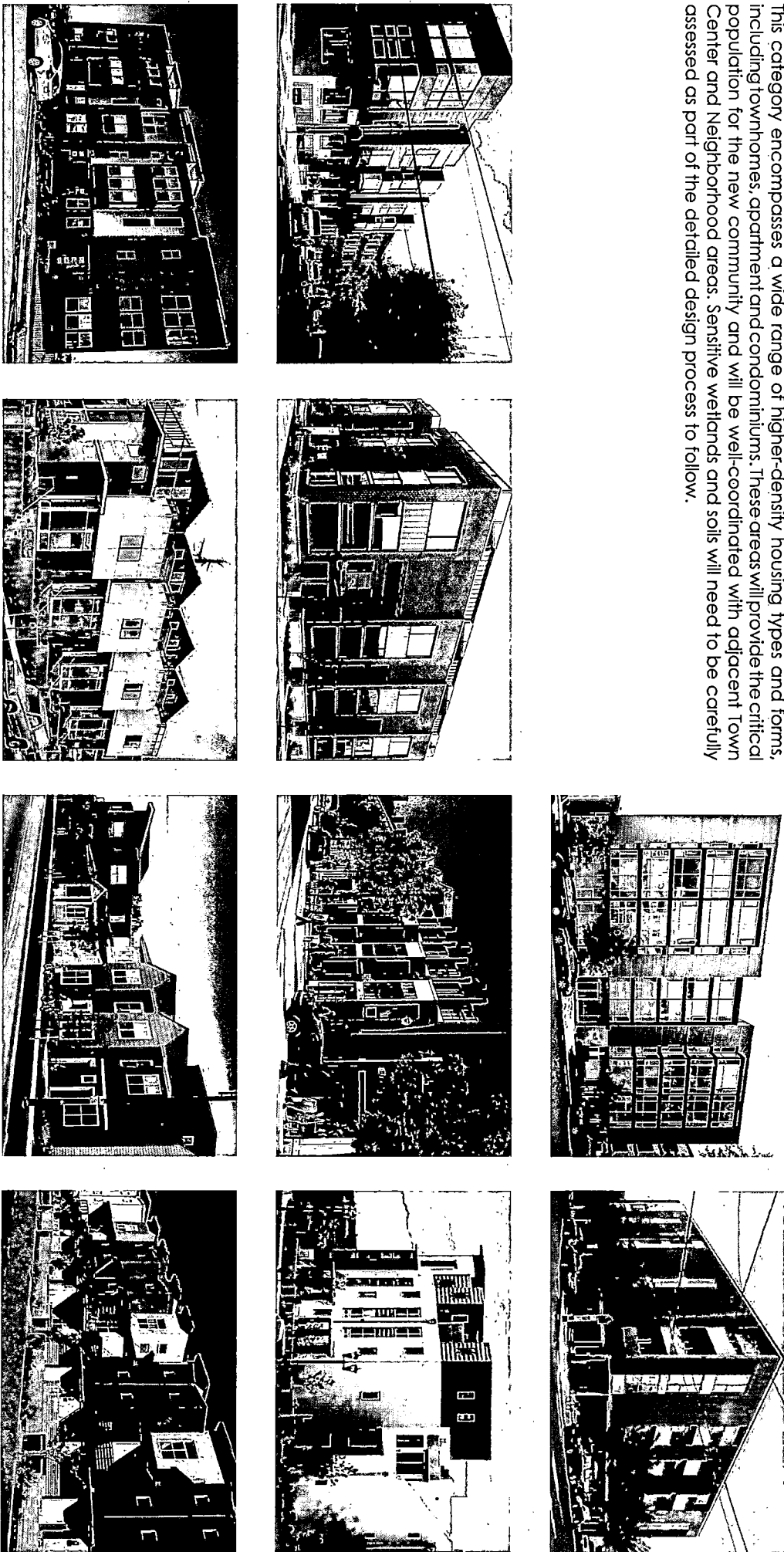
# Neighborhood

This category encompasses a range of residential forms, styles and densities, all laid out as part of engaging and coordinated neighborhoods. Single-family, residential uses are envisioned to be the dominant form. Each area should include a range of neighborhood amenities, such as local gardens, parks, and trails. Clustered Development is the preferred pattern for larger holdings, and is particularly suitable for the areas west of SR-36 adjacent to the extensive open space systems. Sensitive wetlands and soils will need to be carefully assessed as part of the detailed design process to follow.



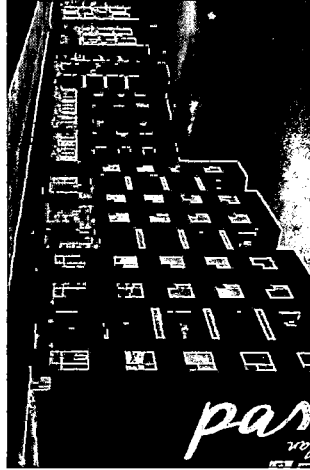
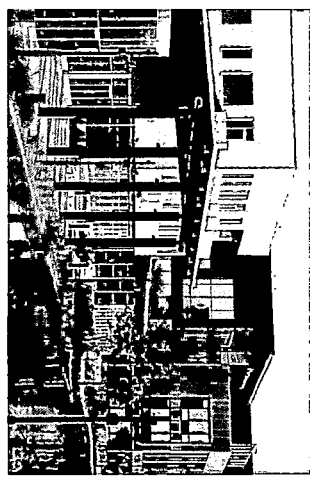
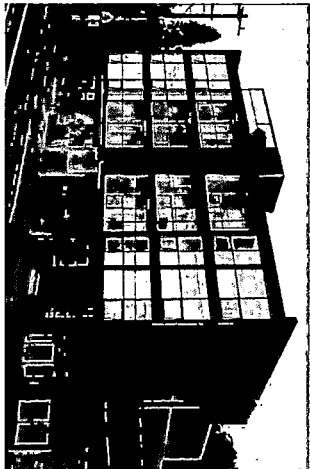
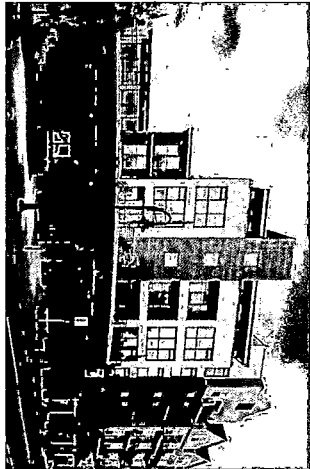
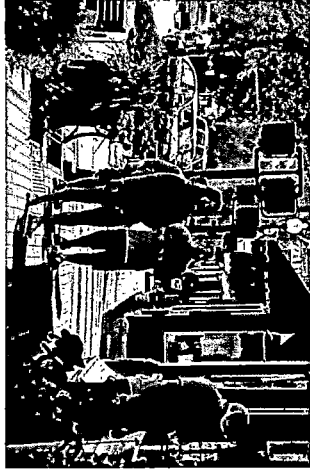
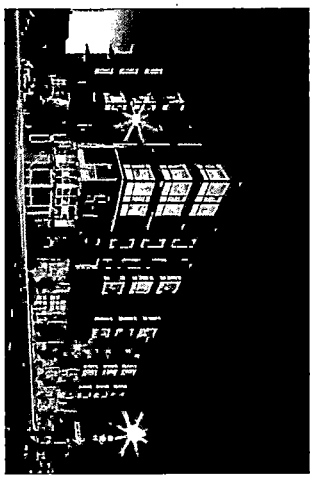
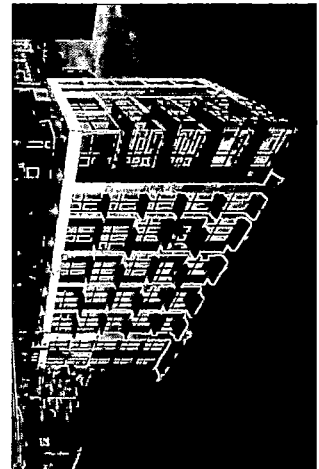
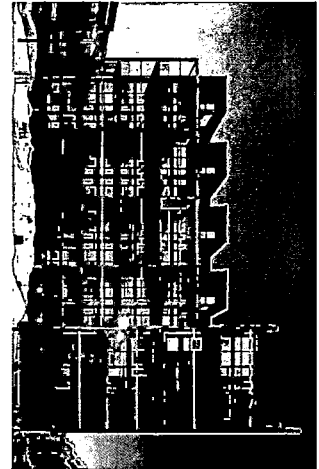
# Village

This category encompasses a wide range of higher-density housing types and forms, including townhomes, apartment and condominiums. These areas will provide the critical population for the new community and will be well-coordinated with adjacent Town Center and Neighborhood areas. Sensitive wetlands and soils will need to be carefully assessed as part of the detailed design process to follow.



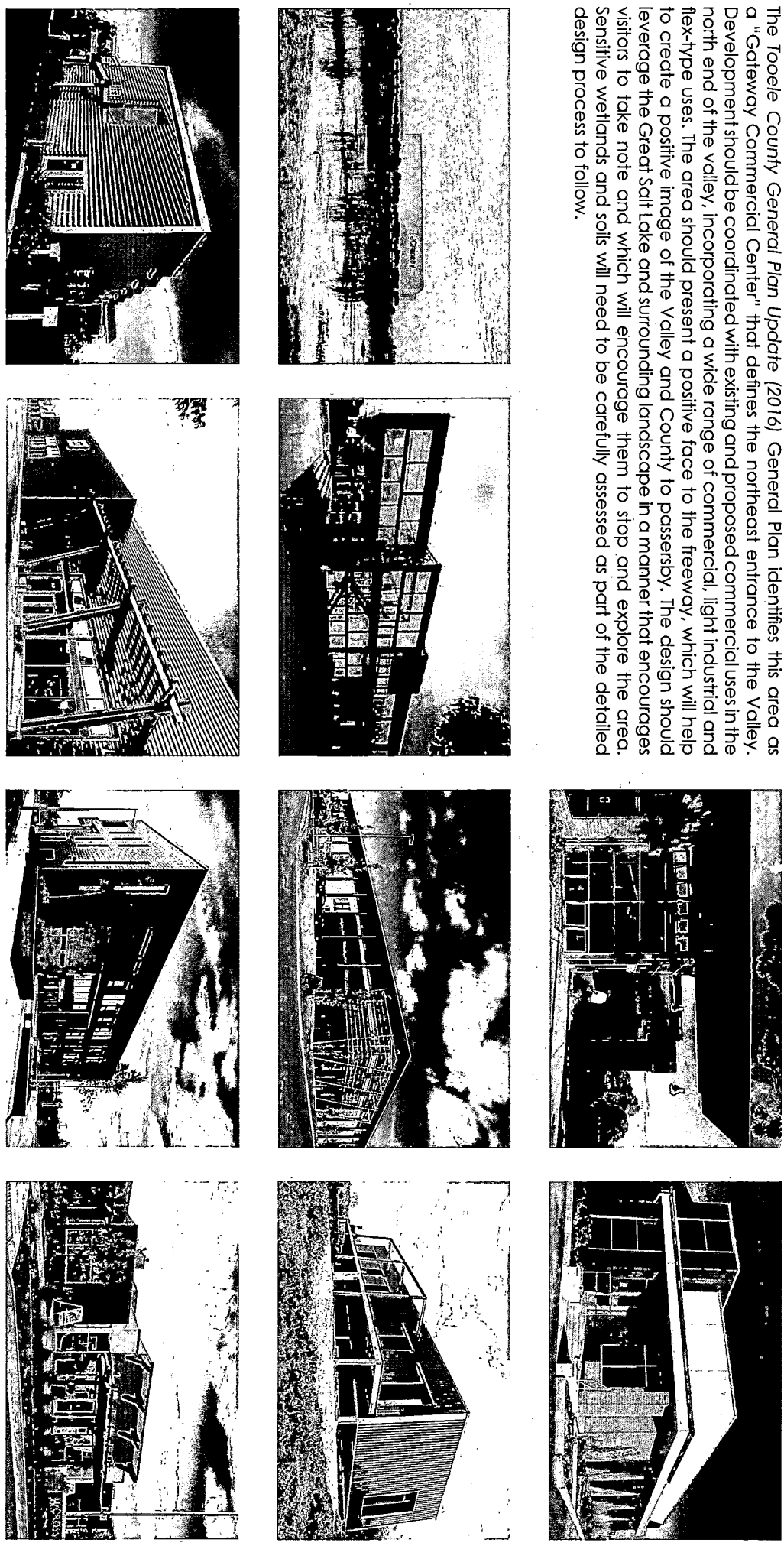
# Town Center

This category brings together a wide range of types and forms of commercial and residential uses as part of a coordinated mixed-use sub-district. Uses may be mixed vertically (with residential uses above street-level retail, for example) or horizontally (with residential, office, commercial and other use developed as part of a unified sub-district). The detailed design of these areas is particularly critical, as the area straddles SR-36 and will form the first impression to passersby. Upon completion, visitors should feel that they are in a small town or city rather than a rural area or suburban neighborhood. These areas will have a similar feel and densities as the Village areas, although there will be a much broader mix of uses. The Town Center and Village areas will be carefully integrated. Sensitive wetlands and soils will need to be carefully assessed as part of the detailed design process to follow.



# Highway Commercial

The Tooele County General Plan Update (2016) General Plan identifies this area as a "Gateway Commercial Center" that defines the northeast entrance to the Valley. Development should be coordinated with existing and proposed commercial uses in the north end of the valley, incorporating a wide range of commercial, light industrial and flex-type uses. The area should present a positive face to the freeway, which will help to create a positive image of the Valley and County to passersby. The design should leverage the Great Salt Lake and surrounding landscape in a manner that encourages visitors to take note and which will encourage them to stop and explore the area. Sensitive wetlands and soils will need to be carefully assessed as part of the detailed design process to follow.

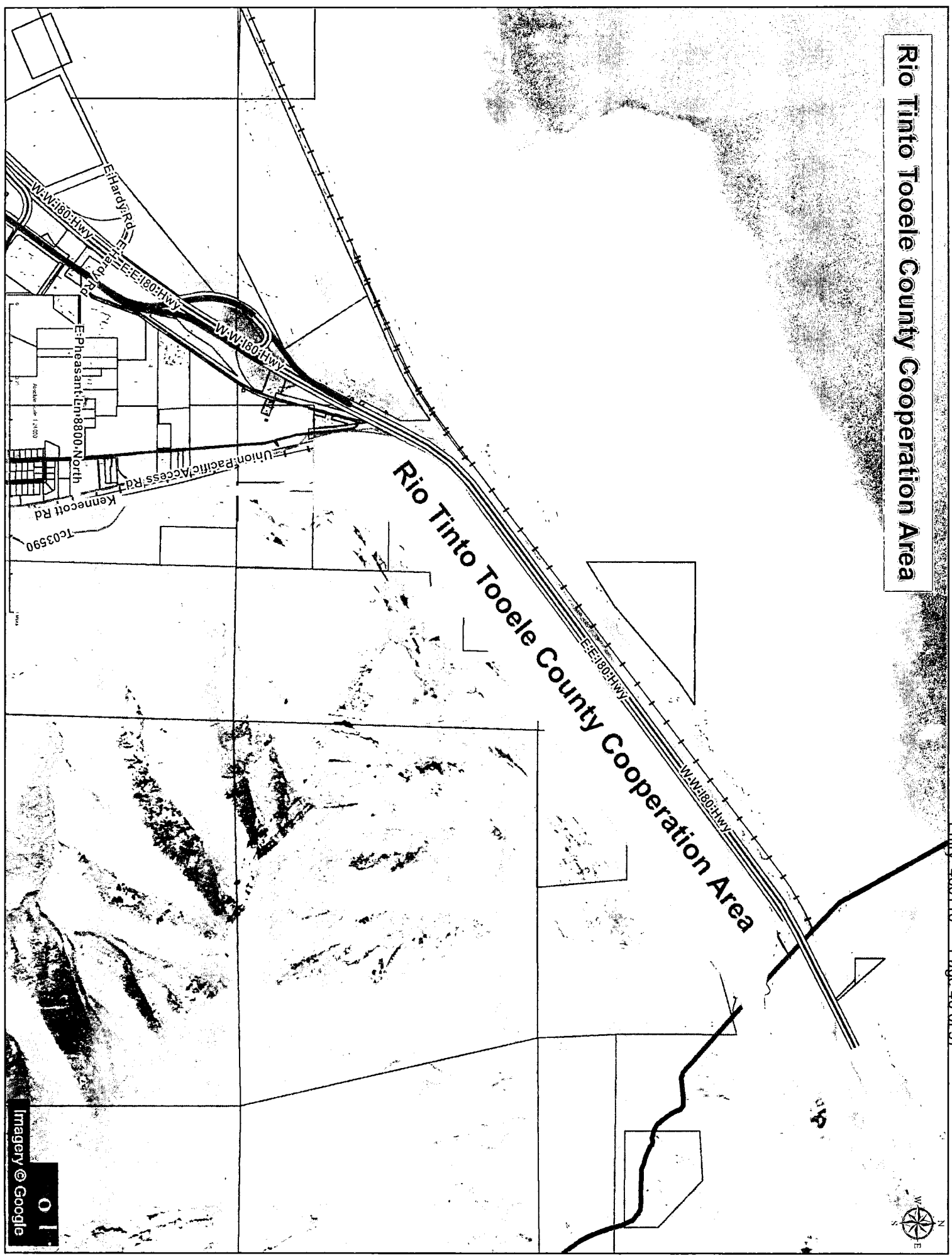


**Exhibit "C"**

**Depiction of Possible Hwy 201 Extension**

[Attach drawing or map depicting possible Highway 201 extension]

Rio Tinto Tooele County Cooperation Area

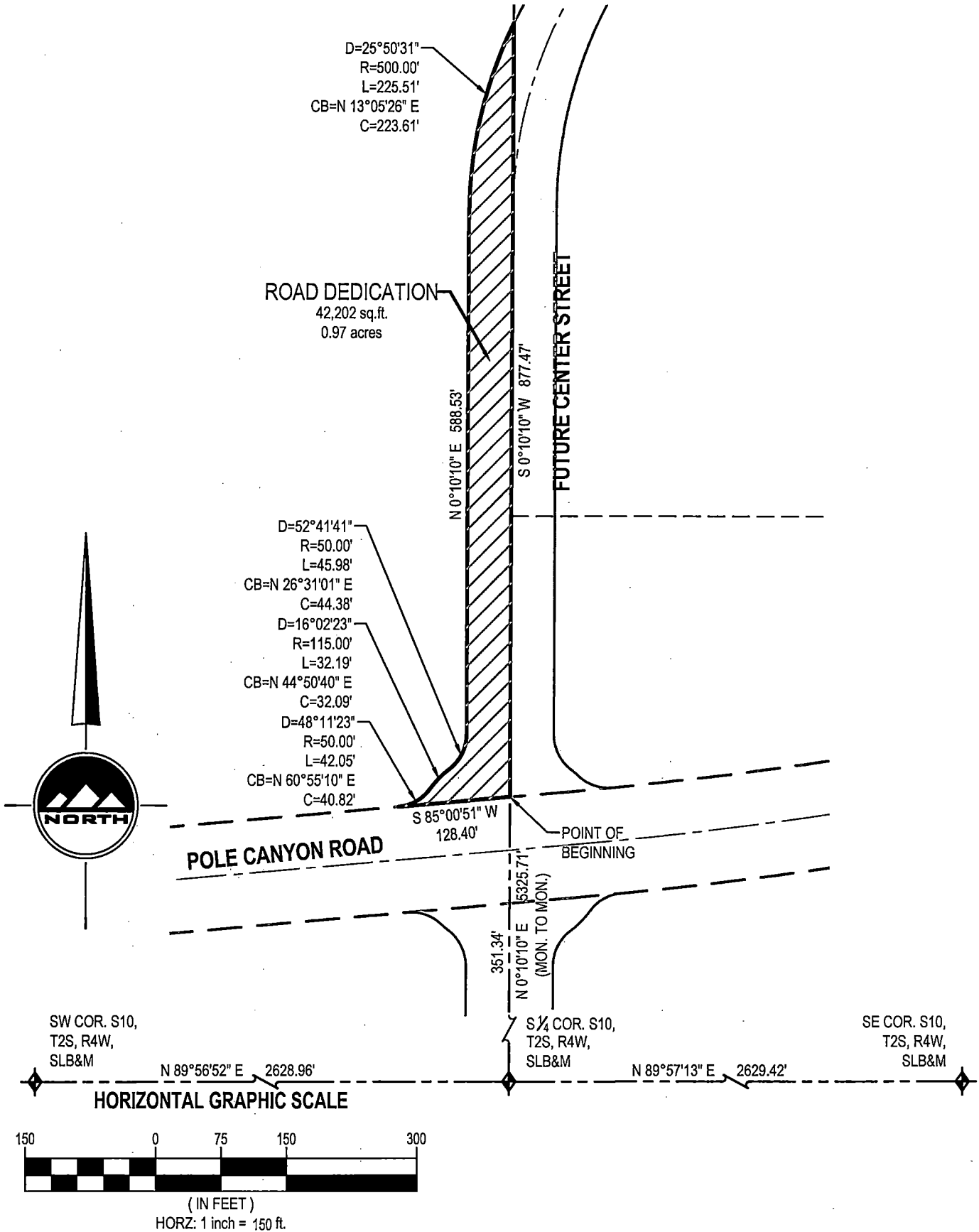




**Exhibit "D"**

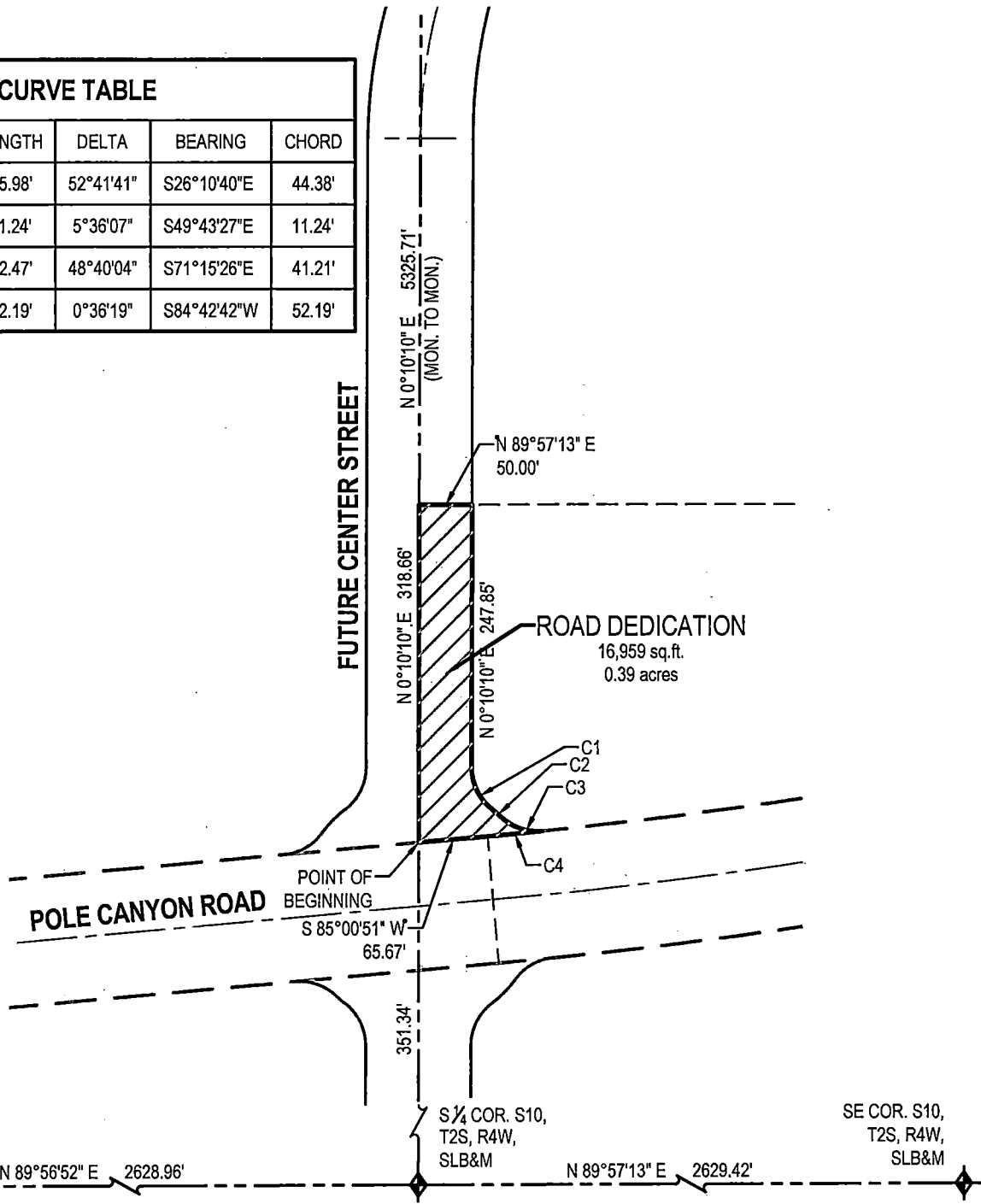
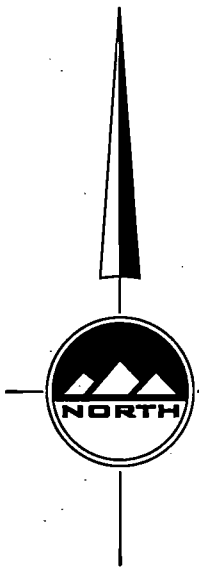
**Center Street & Pole Canyon Realignment**

[Attached drawing or map showing proposed Center Street & Pole Canyon Realignment]

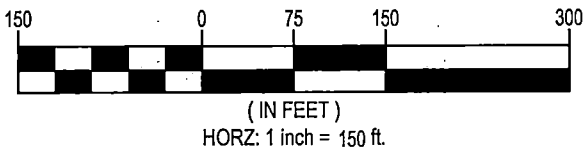


<p>PROJECT # DATE 7785A</p> <p><b>1 of 1</b></p> <p>FILE:</p>	<p><b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b>                  CENTER STREET &amp; POLE CANYON                  TOOELE, COUNTY                  EXHIBIT</p>	<p>FOR:                  TOOELE COUNTY                  47 SOUTH MAIN STREET                  TOOELE, UT 84074                  435-843-3180</p>	<p>169 N. Main Street, Unit 1                  Tooele, Utah 84074                  Phone: 435.843.3590                  Fax: 435.578.0108                  www.ensigneng.com</p> 
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CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	50.00'	45.98'	52°41'41"	S26°10'40"E	44.38'
C2	115.00'	11.24'	5°36'07"	S49°43'27"E	11.24'
C3	50.00'	42.47'	48°40'04"	S71°15'26"E	41.21'
C4	4940.00'	52.19'	0°36'19"	S84°42'42"W	52.19'

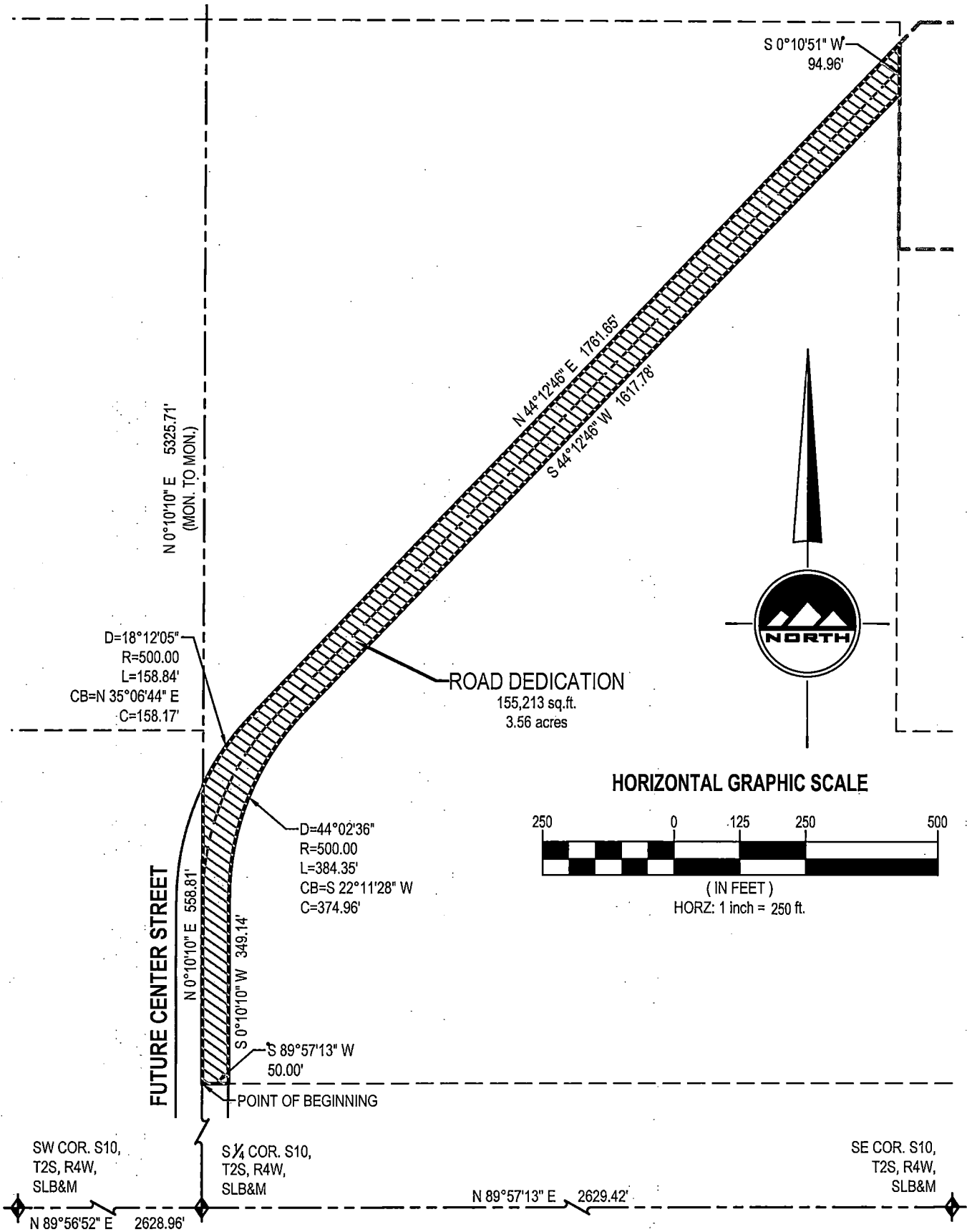


HORIZONTAL GRAPHIC SCALE



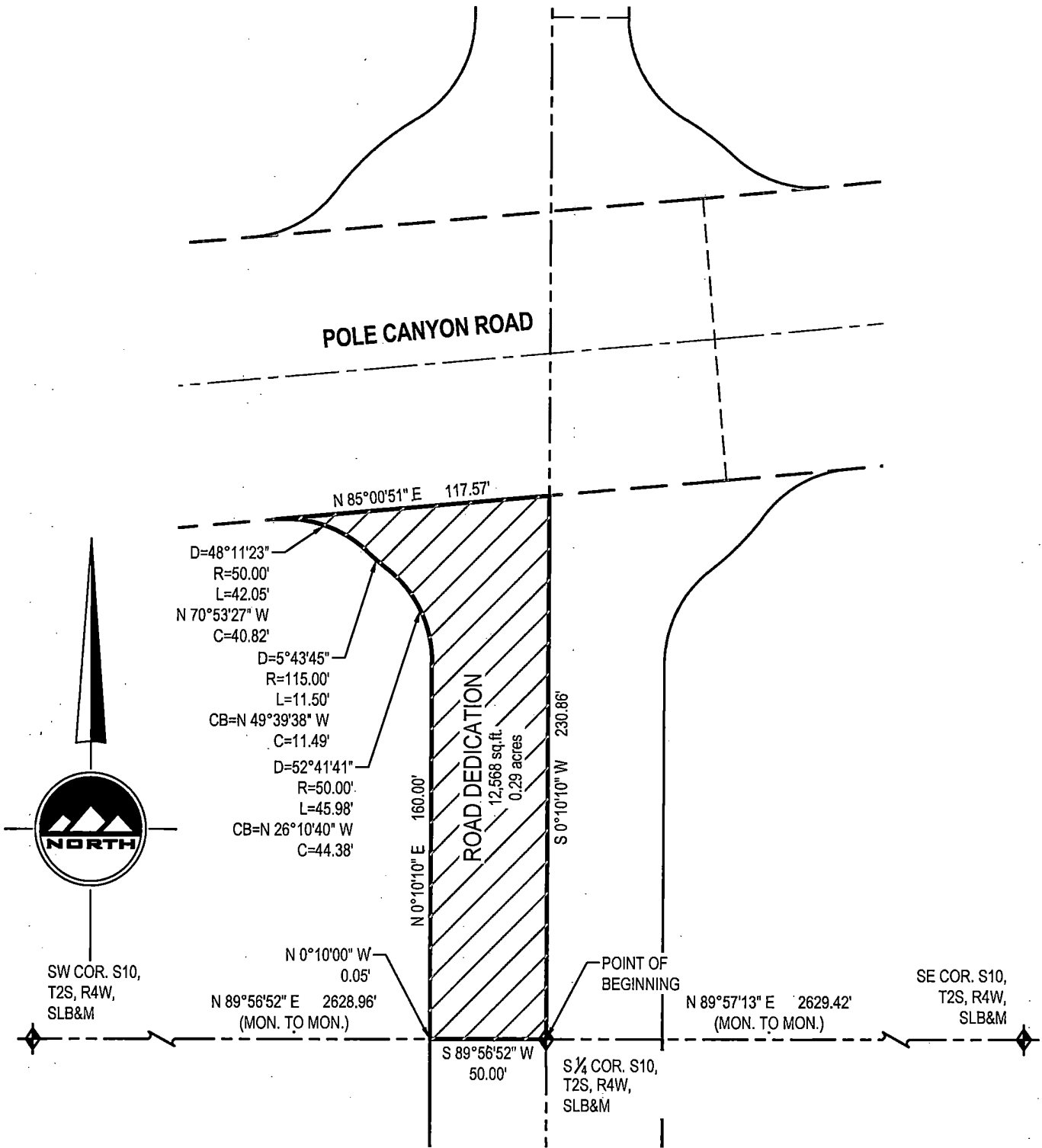
PROJECT # 7785A  <b>1 of 1</b>  FILE:	<b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b> CENTER STREET & POLE CANYON TOOELE, COUNTY EXHIBIT	FOR: TOOELE COUNTY 47 SOUTH MAIN STREET TOOELE, UT 84074 435-843-3180	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 <a href="http://www.ensigneng.com">www.ensigneng.com</a>
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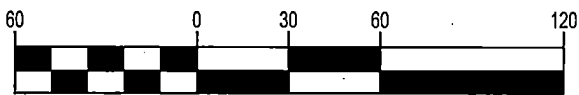


PROJECT # 7785A	DATE  1 of 1	<b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b> CENTER STREET & POLE CANYON TOOELE, COUNTY EXHIBIT	FOR: TOOELE COUNTY 47 SOUTH MAIN STREET TOOELE, UT 84074 435-843-3180	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 www.ensigneng.com
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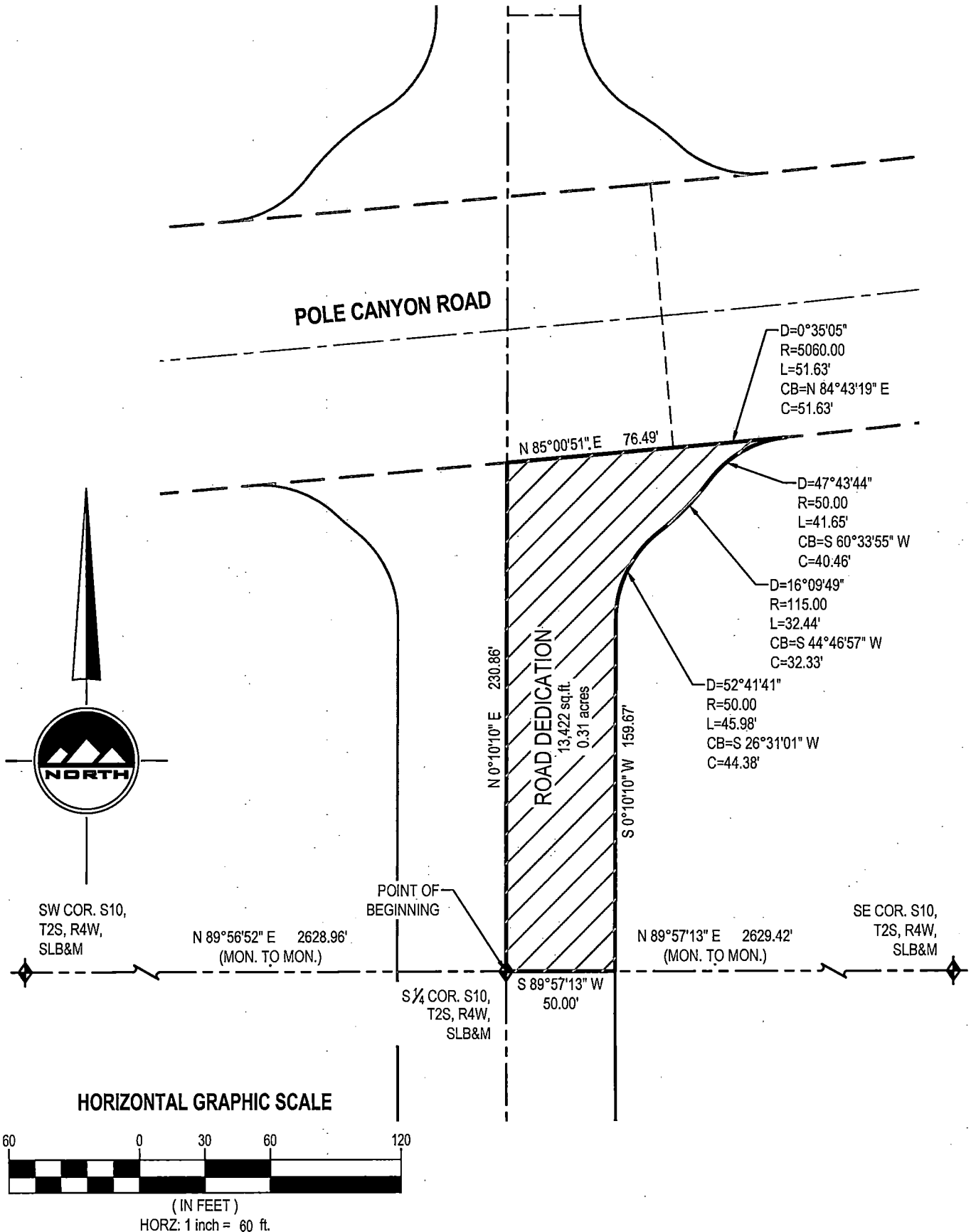


**HORIZONTAL GRAPHIC SCALE**

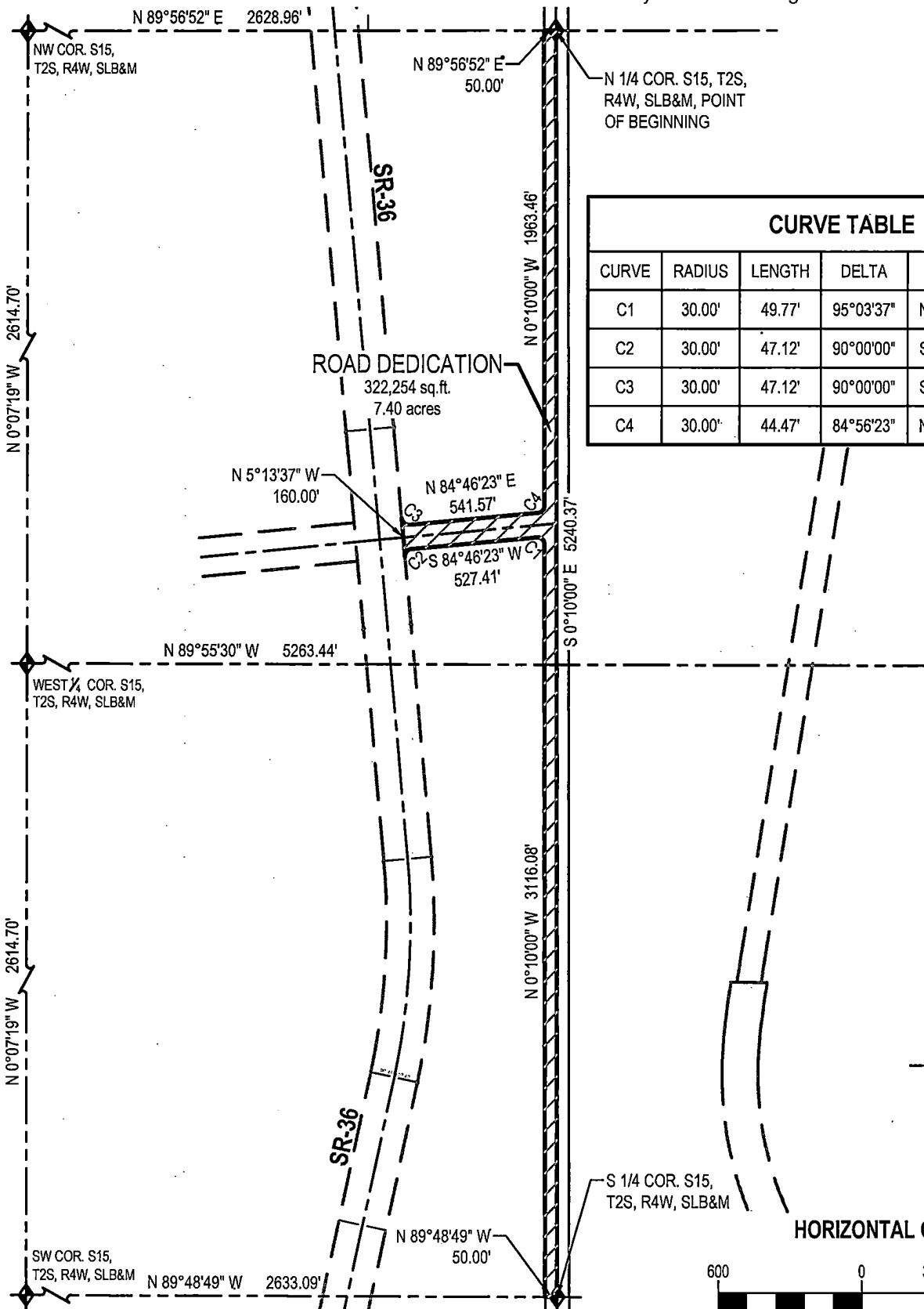


(IN FEET)  
 HORZ: 1 inch = 60 ft.

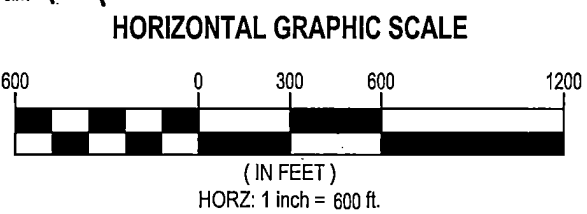
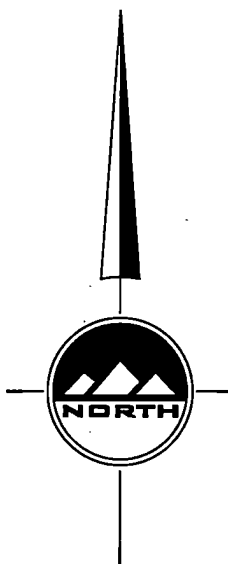
<p>PROJECT # 7785A</p> <p>DATE</p> <p><b>1 of 1</b></p> <p>FILE:</p>	<p><b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b></p> <p>CENTER STREET &amp; POLE CANYON                  TOOELE, COUNTY                  EXHIBIT</p>	<p>FOR:                  TOOELE COUNTY                  47 SOUTH MAIN STREET                  TOOELE, UT 84074                  435-843-3180</p>	<p>169 N. Main Street, Unit 1                  Tooele, Utah 84074                  Phone: 435.843.3590                  Fax: 435.578.0108                  www.ensigneng.com</p> 
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<p>PROJECT# DATE 7785A</p> <p><b>1 of 1</b></p> <p>FILE:</p>	<p><b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b></p> <p>CENTER STREET &amp; POLE CANYON TOOELE, COUNTY EXHIBIT</p>	<p>FOR: TOOELE COUNTY 47 SOUTH MAIN STREET TOOELE, UT 84074 435-843-3180</p>	<p>169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 <a href="http://www.ensigneng.com">www.ensigneng.com</a></p> 
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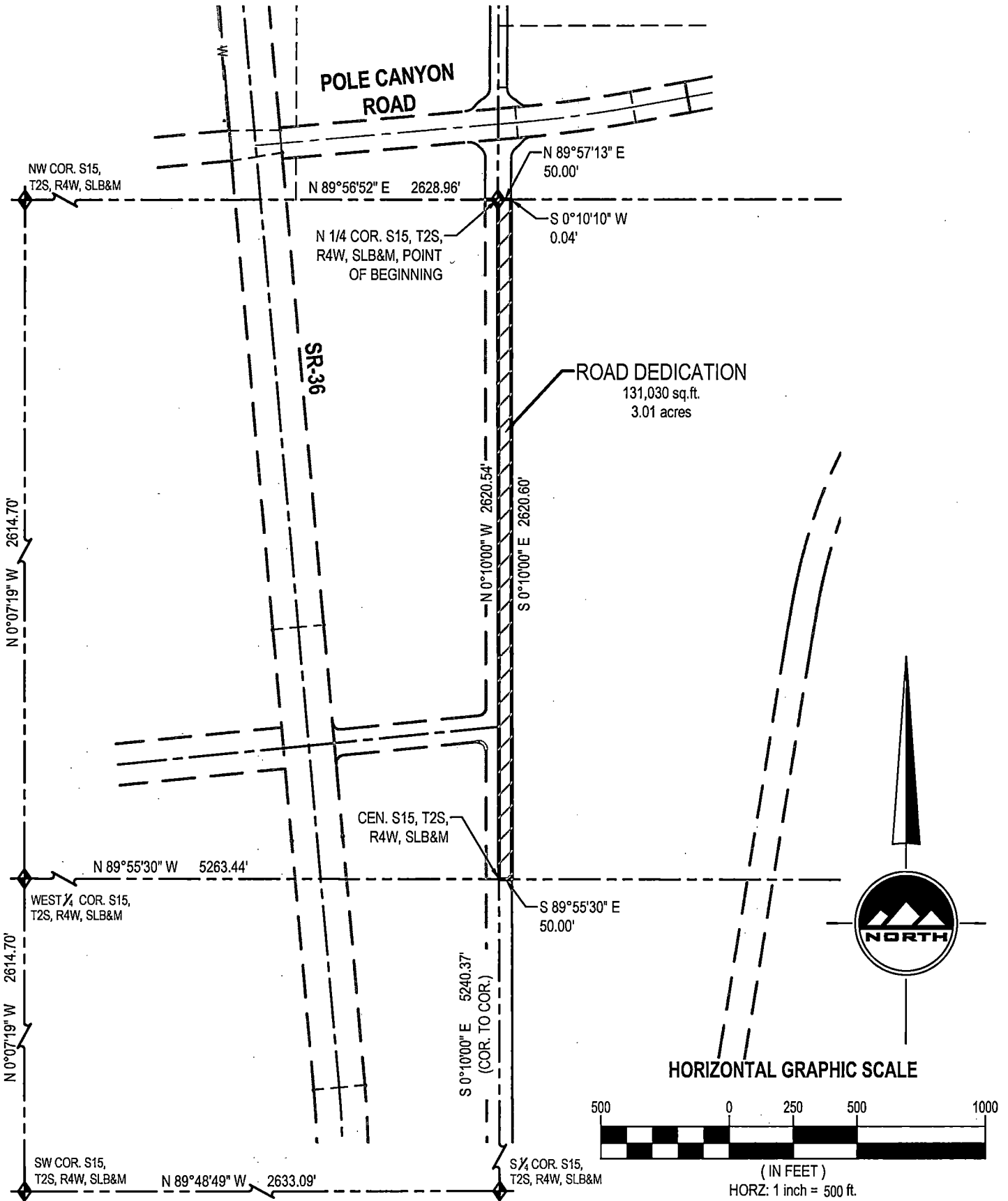


CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
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C2	30.00'	47.12'	90°00'00"	S39°46'23"W	42.43'
C3	30.00'	47.12'	90°00'00"	S50°13'37"E	42.43'
C4	30.00'	44.47'	84°56'23"	N42°18'11"E	40.51'



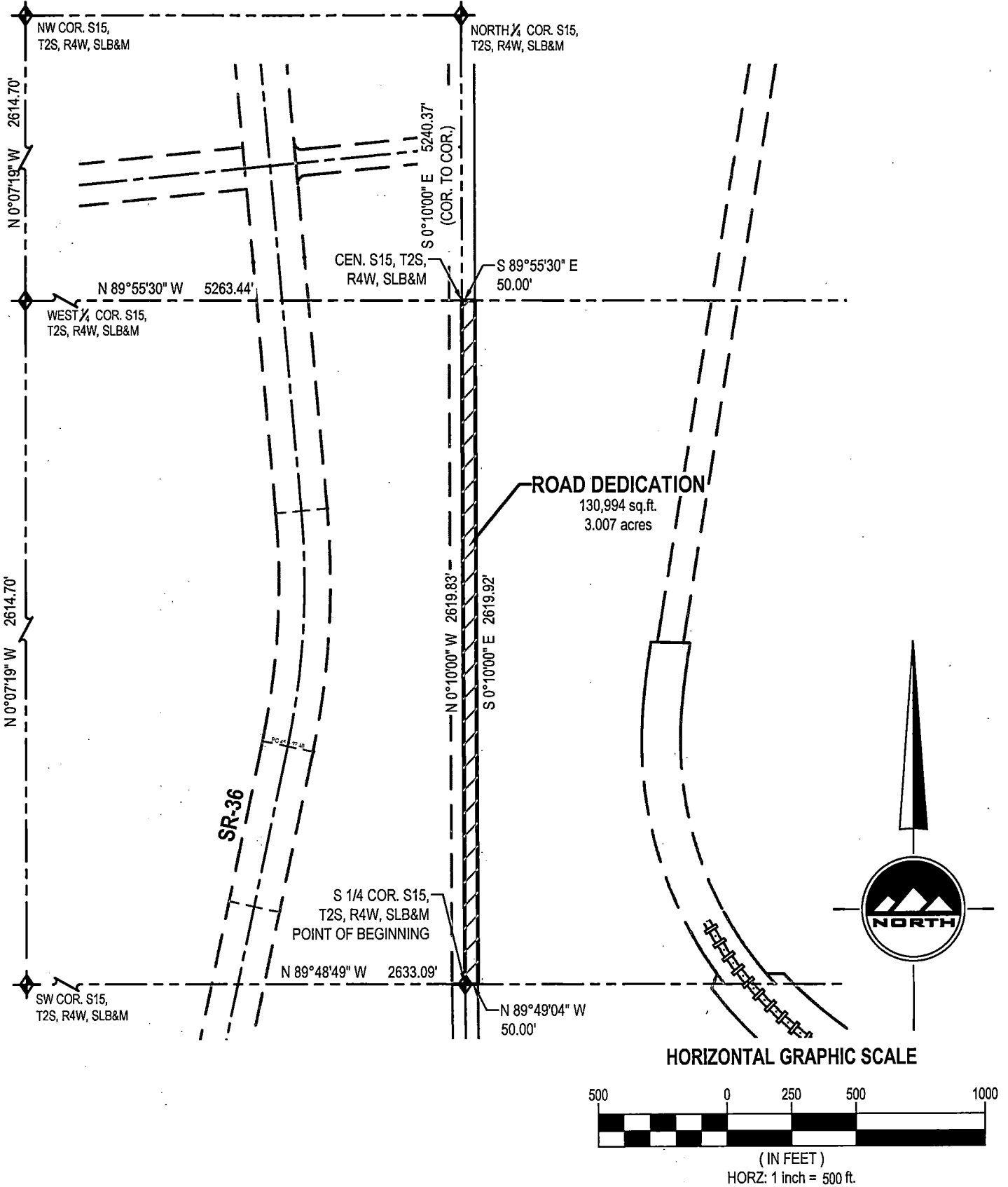
PROJECT # 7785A  <b>1 of 1</b>  FILE:	<b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b> CENTER STREET & POLE CANYON TOOELE, COUNTY EXHIBIT	FOR: TOOELE COUNTY 47 SOUTH MAIN STREET TOOELE, UT 84074 435-843-3180	169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 <a href="http://www.ensigneng.com">www.ensigneng.com</a>
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<p>PROJECT # 7785A DATE 7/30/18</p> <p><b>1 of 1</b></p> <p>FILE:</p>	<p align="center"><b>CENTER STREET &amp; POLE CANYON REALIGNMENT</b></p> <p align="center">CENTER STREET &amp; POLE CANYON TOOELE, COUNTY EXHIBIT</p>	<p>FOR: TOOELE COUNTY 47 SOUTH MAIN STREET TOOELE, UT 84074 435-843-3180</p>	<p>169 N. Main Street, Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 <a href="http://www.ensigneng.com">www.ensigneng.com</a></p> 
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PROJECT # DATE  
7785A  
**1 of 1**  
FILE:

**CENTER STREET &  
POLE CANYON REALIGNMENT**  
CENTER STREET & POLE CANYON  
TOOELE, COUNTY  
EXHIBIT

FOR:  
TOOELE COUNTY  
47 SOUTH MAIN STREET  
TOOELE, UT 84074  
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